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21 *(Additional counsel listed on signature page)*

22 **UNITED STATES DISTRICT COURT**
23 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

24 MARC GUISENGER,
25 individually and on behalf of all others
26 similarly situated,

27 *Plaintiff,*

28 v.

KEYSTONE RV COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff, Marc Guisinger, by and through his undersigned counsel, individually and
2 on behalf of all others similarly situated, against Defendant, Keystone RV Corporation
3 (“Keystone”), seeks damages, equitable and/or declaratory relief. Plaintiff’s allegations
4 are based upon personal knowledge and experience, and upon information and belief,
5 including an investigation conducted by the undersigned attorneys. Plaintiff alleges:

6 **NATURE OF THE ACTION**

7
8 1. This is a straightforward false advertising case.

9 2. Defendant Keystone manufactures camping trailers, also known as towable
10 recreational vehicles (“RVs”). Keystone claims to be the number one manufacturer of
11 towable RVs in North America with more than a million owners.

12 3. One popular line of towable RVs manufactured by Keystone is the “Passport
13 Ultra Lite” RV trailers (“Trailers”). Keystone’s marketing and advertising claim that the
14 Trailers use five-inch steel rafters or trusses¹ in the Trailers’ roofs.

15 4. This is of particular importance because galvanized steel rafters offer better
16 durability and rigidity over the life of the trailer when compared to other materials, such as
17 wood, which can rot and is less durable.

18 5. After Plaintiff, Marc Guisinger, purchased a Trailer and then later sought to
19 install solar panels on its roof, he was informed that, contrary to the affirmative
20 advertisements by Keystone, his Trailer’s trusses were made from wood, not galvanized
21 steel as advertised. Because wood is not as strong and durable as galvanized steel, Plaintiff
22 was unable to install solar panels, as desired.

23 6. But for Keystone’s false advertising, Plaintiff and the putative Class would
24 not have purchased a Trailer from Keystone, or otherwise would have paid less for the
25 Trailer.
26 Trailer.

27
28 _____
¹ “Rafters” and “trusses” are used interchangeably throughout the Complaint.

FACTUAL ALLEGATIONS

A. Keystone Misrepresents Its Use of Steel Trusses

12. Keystone manufactures and sells a variety of recreational vehicles and trailers, including the Trailers.

13. As relevant here, Keystone advertises and markets the Trailers as using five-inch galvanized steel rafters or trusses in the Trailers' roofs.

14. For example, Keystone's marketing brochure for the Trailers includes a cut-away illustration and detailed legend describing the "5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses" used in the Trailers:



///

1 15. Similarly, in video advertisements, Keystone touts the Trailers’ use of “five-
2 inch galvanized steel rafters, which are 200% stronger than the five-inch aluminum rafters
3 that many other coaches use, and they don’t sweat or condensate.”² The image below is
4 from a video advertisement that shows the purported steel rafter.



15 16. In addition, Keystone’s official website, www.keystonerv.com, advertised
16 the Trailers as using “Stamped galvanized 5” thick crowned rafters.”

17 17. Consumers desire trailers that use galvanized steel rafters because they
18 provide better durability and rigidity over the life of the trailer when compared to other
19 materials, such as wood, which can rot and is less durable.

20 18. Unfortunately, contrary to Defendant’s advertising and marketing, the
21 Trailers do not use five-inch galvanized steel rafters; rather, they use cheaper and less
22 desirable wood rafters.

23 19. Prior to purchasing his Trailer, Plaintiff spent six months researching trailers
24 and visiting different dealerships before eventually purchasing his Trailer.
25
26
27

28 ² See <https://youtube.com/ISRjEWqsdrg>; <https://www.youtube.com/watch?v=dks-MpwahUQ>.

1 20. Prior to purchasing his Trailer, when Plaintiff visited the Keystone
2 dealership, Trailer Hitch RV Center, he was provided with a marketing brochure that
3 advertised the Trailer as using galvanized steel rafters. On information and belief, all
4 Keystone dealerships provide prospective purchasers of the Trailers with similar marketing
5 brochures that advertise and represent the Trailers as using steel rafters.

6 21. Plaintiff specifically purchased the Trailer because, based on Defendant's
7 advertising and marketing, including Keystone's marketing brochure, Keystone's website,
8 and conversations with a Keystone dealership employee, he believed the Trailer used
9 galvanized steel rafters, which would provide a more secure foundation for mounting
10 multiple solar panels, as well as provide greater rigidity and durability than wood rafters.

11 22. In preparation to install solar panels, in late January/early February 2022,
12 Plaintiff called Keystone to request blueprints for the roof's structural frame and the
13 placement of trusses. Plaintiff was told that Keystone would not provide the blueprints, and
14 that Plaintiff should contact his dealership.

15 23. Plaintiff then contacted a local Keystone dealer and asked for the blueprints
16 as well as confirmation that his Passport Trailer used steel rafters. Despite the clear
17 representations to the contrary, the Keystone dealer, after contacting a Keystone company
18 technician/engineer, stated that the Passport Trailers did *not* use steel rafters and never, in
19 fact, did.
20

21 24. Thereafter, Plaintiff removed the bezel from one of the ceiling vents in his
22 Trailer, removed the insulation, and confirmed that wood—not steel—rafters were used in
23 the roof of his Trailer.
24

25 ///

26 ///

27 ///

28 ///

Photographs of the Wooden Trusses Used in Plaintiff's Trailer



25. On December 5, 2022, Plaintiff was advised by a Keystone dealer that
26 “[a]fter review, [his Trailer] has a non-walkable roof” and that adding solar panels “is a
27 modification to the [Trailer] that [it] would not advise upon.”
28

1 26. Keystone’s blatant misrepresentation that the Trailers use steel rafters is
2 material to reasonable consumers, including Plaintiff, who relied on the misrepresentation
3 in deciding to purchase the Trailers.

4 27. Absent Keystone’s affirmative misrepresentation that the Trailers used steel
5 rafters, Plaintiff and reasonable consumers would not have purchased the Trailers or would
6 have paid considerably less for them.

7 28. Based on Keystone’s material misrepresentation, reasonable consumers,
8 including Plaintiff, purchased the Trailers to their detriment. Accordingly, Plaintiff and
9 reasonable consumers were injured by Keystone’s material misrepresentation that the
10 Trailers used steel rafters.

11
12 **B. Tolling of the Statute of Limitations**

13 29. Plaintiff and Class members had no way of knowing about Keystone’s
14 deception concerning the Trailers’ roof trusses, which are not visible unless portions of the
15 Trailer are removed, as described above.

16 30. Within the time period of any applicable statutes of limitation, Plaintiff and
17 the Class members could not have discovered through the exercise of reasonable diligence
18 that Keystone concealed its use of wood trusses in its Trailers instead of steel trusses as
19 affirmatively represented and advertised.

20 31. Plaintiff and Class member did not discover, and did not know of, facts that
21 would have caused a reasonable person to suspect that Keystone concealed information
22 about the wood trusses in the Trailers, which was only discovered by Plaintiff after he was
23 informed by a dealership, and then removed the bezel and insulation from the ceiling of his
24 Trailer (which was affirmatively advertised as having steel trusses) and discovered the
25 wood trusses.

26 32. For these reasons, all applicable statutes of limitations have been tolled by
27 operation of the discovery rule with respect to claims as to the Trailers.
28

1 **C. Fraudulent Concealment Tolling**

2 33. All applicable statutes of limitations have also been tolled by Keystone’s
3 knowing and active fraudulent concealment of the facts alleged herein throughout the time
4 period relevant to this action.

5 34. Keystone fraudulently concealed the fact that it was using wood, as opposed
6 to the advertised steel, for the trusses in its Trailers.

7 **D. Estoppel**

8 35. Keystone was under a continuous duty to disclose to Plaintiff and Class
9 members the true character of the Class Trailers’ use of wood, as opposed to the advertised
10 steel, for the roofs’ trusses.

11 36. Based on the foregoing, Keystone is estopped from relying on any statutes
12 of limitations in defense of this action.

13 **CLASS ACTION ALLEGATIONS**

14 37. Plaintiff brings his claims as class claims pursuant to Fed. R. Civ. P. 23. The
15 requirements of Fed. R. Civ. P. 23(a), and (b)(3) are met with respect to the Class defined
16 below.
17

18 38. Plaintiff proposes a Class defined as follows:
19

20 All persons who purchased a Keystone Trailer in
21 the State of California advertised as having five-
22 inch galvanized steel rafters or trusses in the
Trailers’ roofs.

23 39. Excluded from the Class are Defendant Keystone and any entities in which
24 Defendant has a controlling interest, any of Defendant’s parents, subsidiaries, affiliates,
25 officers, directors, employees and members of such person’s immediate families, the
26 presiding judge(s) in this case and his/her immediate family.

27 40. Numerosity: Plaintiff believes, and therefore avers, that Keystone has sold
28 hundreds, if not thousands, of Keystone Trailers in California. Accordingly, individual

1 joinder of all the Class members is impracticable. The Class is readily identifiable using
2 vehicle registration documents and Keystone's customer information.

3 41. Commonality and Predominance: Questions of law and fact are common to
4 Plaintiff, and the Class, and they predominate over questions affecting only individual
5 members. Common questions include:

6 (a) Whether Keystone affirmatively misrepresents that it uses steel, as
7 opposed to wood, for the Trailers' trusses;

8 (b) Whether there is a material difference between the use of wood
9 versus steel for the Trailers' trusses;

10 (c) Whether Plaintiff and the Class paid more for the Trailers than they
11 otherwise would have had Keystone disclosed the trusses were made from wood
12 as opposed to steel; and

13 (d) Whether Plaintiff and the Class are entitled to damages.

14 42. Typicality: Plaintiff's claims are typical of the claims of the Class described
15 above, and they arise from the same course of conduct by Keystone. The relief Plaintiff
16 seeks is typical of the relief sought for the absent Class members.

17 43. Adequacy: Plaintiff will fairly and adequately represent and protect the
18 interests of all absent Class members. Plaintiff is represented by counsel competent and
19 experienced in class action litigation.

20 44. Superiority: A class action is superior to other available methods for the fair
21 and efficient adjudication of the controversy. Class treatment of common questions of law
22 and fact is superior to multiple individual actions or piecemeal litigation. Moreover, absent
23 a class action, most Class members would likely find the cost of litigating their claims
24 prohibitively high and would therefore have no effective remedy at law.

25 45. The prosecution of separate actions by individual Class members would
26 create a risk of inconsistent or varying adjudications, which would establish incompatible
27 standards of conduct for Keystone. In contrast, the conduct of this action as a class action
28

1 presents far fewer management difficulties, conserves judicial resources and the parties’
2 resources, and protects the rights of each Class member.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **Violation of California Unfair Competition Law**

6 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

7 **On Behalf of the Class**

8 46. Each of the preceding paragraphs is incorporated by reference as though fully
9 set forth herein.

10 47. Plaintiff brings this cause of action on behalf of himself, and on behalf of the
11 other Class members, against Keystone for its unlawful, unfair, and/or deceptive business
12 acts and practices pursuant to California’s Unfair Competition Law (UCL), Business &
13 Professions Code § 17200 *et seq.*, which prohibits unlawful, unfair and/or fraudulent
14 business acts and/or practices.

15 48. This claim is predicated on the duty to refrain from unlawful, unfair and
16 deceptive business practices. Plaintiff and the Class members hereby seek to enforce a
17 general proscription of unfair business practices and the requirement to refrain from
18 deceptive conduct.

19 49. The UCL prohibits acts of “unfair competition.” Cal. Bus. & Prof. Code §
20 17200. As used in this section, “unfair competition” encompasses any “unlawful, unfair
21 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
22 advertising.” *Id.*

23 50. Keystone engaged in unfair, deceptive and/or misleading advertising in
24 violation of the UCL.
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1 the nature of the material used for the trusses in the Trailers. This conduct violates, at a
2 minimum, the following sections of the CLRA:

- 3 • Representing that the Trailers have (i) “characteristics . . . [or]
4 benefits, which [they do] not have” (1770(a)(5));
- 5 • Representing that the Trailers are of “a particular standard,
6 quality, or grade,” when they are of another (1770(a)(7)); and
- 7 • “Advertising goods . . . with the intent not to sell them as
8 advertised” (1770(a)(9)).

9 58. Keystone’s unfair and deceptive acts or practices occurred repeatedly in
10 Keystone’s trade or business and were capable of deceiving a substantial portion of the
11 purchasing public.

12 59. On December 8, 2022—more than 30 days before the filing of this action—
13 on behalf of Plaintiff, undersigned counsel served Keystone with a notice of its violations
14 of the CLRA pursuant to California Civil Code § 1782 regarding the Trailers. *See Exhibit*
15 *A*. Keystone did not respond.

16 60. Plaintiff’s and the Class members’ injuries were proximately caused by
17 Keystone’s fraudulent and deceptive business practices.

18 61. Plaintiff and the Class members seek all relief available under the CLRA.

19
20 **THIRD CAUSE OF ACTION**
21 **Violation of California False Advertising Law**
22 **Cal. Bus. & Prof. Code § 17500, *et seq.***
23 **On Behalf of the Class**

24 62. Each of the preceding paragraphs is incorporated by reference as though fully
25 set forth herein.

26 63. California Business & Professions Code § 17500, prohibits “unfair,
27 deceptive, untrue or misleading advertising.”
28

1 equitable, and proper by this Court.

2 **JURY TRIAL DEMAND**

3 Plaintiff, by his counsel, request a trial by jury on those causes of actions set forth
4 herein.

5 Date: February 23, 2023

By: /s/ Christopher D. Moon

6 Christopher D. Moon (SBN 246622)

7 Kevin O. Moon (SBN 246792)

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19 Daniel E. Gustafson

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27 *Counsel for Plaintiffs and the Proposed*
28 *Class*

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MARC GUISINGER, individually and
on behalf of all other similarly situated,

Plaintiff,

v.

KEYSTONE RV COMPANY,

Defendant.

**CONSUMER LEGAL REMEDIES ACT
VENUE AFFIDAVIT OF PLAINTIFF**

I, Marc Guisinger, hereby declare and state as follows:

1. I am over the age of 18 and a Plaintiff in this action. The facts contained in this declaration are based on my personal knowledge and information that I have gathered and is available to me, and if called upon to do so, I would testify to the matters stated herein.

2. I make this affidavit as required by California Civil Code § 1780(d).

3. The complaint in this action is filed in the proper place for trial of this action because defendant Keystone RV Company, does business within the Central District of California, and because substantial portion of the events, acts and omissions that are subject to my claims in this matter occurred within the Central District of California, in Nipomo, San Luis Obispo County.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on the 23rd day of February, 2023

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Marc Guisinger

EXHIBIT A



DELAWARE COUNTY OFFICE
20 WEST THIRD STREET
P.O. BOX 1670
MEDIA, PA 19063
VOICE 610.627.9777
FAX 610.627.9787

ONE LIBERTY PLACE, 52ND FLOOR
1650 MARKET STREET
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8000 SAGEMORE DRIVE
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MONTGOMERY COUNTY OFFICE
120 GIBRALTAR ROAD
SUITE 218
HORSHAM, PA 19044
VOICE 215.496.8282
FAX 215.754.4443

December 7, 2022

Via Overnight Federal Express, Signature Required

Matt Zimmerman, CEO
2624 Hackberry Drive
P.O. Box 2000
Goshen, IN 46527-2000

Re: Demand Letter Pursuant to California Civil Code §§ 1750, et seq.

Dear Mr. Zimmerman,

Pursuant to California Civil Code section 1782 (a)(1), we write to notify Keystone RV Company (“Defendant”) that Defendant has violated, and continues to violate, the California Consumers Legal Remedies Act (Cal. Civ. Code §1750, et seq.). Pursuant to § 1782, Defendant has 30 days to rectify the violations, as discussed below, or we intend to file a class-action lawsuit.

Background

Defendant manufactures and sells a variety of recreational vehicles and trailers, including the Passport line of travel trailers (“Passport Trailers”). As relevant here, Defendant advertises and markets the Passport Trailers as using five-inch galvanized steel rafters or trusses in the Trailers’ roofs. For example, the following marketing brochure for the Passport Trailers includes a cut-away illustration and detailed legend describing the “5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses” used in the Trailers:

Matt Zimmerman, CEO
 December 7, 2022
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Similarly, in several video advertisements, Defendant touts the Passport Trailers’ use of “five-inch galvanized steel rafters, which are 200% stronger than the five-inch aluminum rafters that many other coaches use, and they don’t sweat or condensate.”¹

Consumers desire trailers that use galvanized steel rafters because they provide better durability and rigidity over the life of the trailer when compared to other materials, such as wood, which can rot and is less durable. Unfortunately, contrary to Defendant’s advertising and marketing, the Passport Trailers do not use five-inch galvanized steel rafters; rather, they use cheaper and less desirable wood rafters.

Consequently, our client, Marc Guisinger (“Plaintiff”), and similarly situated consumers, have been injured and suffered damages by purchasing the Passport Trailers.

¹ See <https://youtu.be/ISRjEWqsdrg>; see also <https://www.youtube.com/watch?v=dks-MpwahUQ>.

Matt Zimmerman, CEO
December 7, 2022
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Indeed, Plaintiff spent six months researching trailers and visiting different dealerships before eventually purchasing a brand new 2017 Keystone Passport 199MLWE Ultra Lite Grand Touring Travel Trailer. Plaintiff specifically purchased the Passport Trailer because, based on Defendant's advertising and marketing, he believed it used galvanized steel rafters, which would provide a more secure foundation for mounting multiple solar panels, as well as provide greater rigidity and durability than wood rafters.

Prior to installing solar panels on the roof of his Trailer, Plaintiff spoke with a local Keystone dealer and asked that individual to confirm that his Passport Trailer used steel rafters. The Keystone dealer contacted a Keystone company technician/engineer, who stated that the Passport Trailers did *not* use steel rafters and never in fact did. Plaintiff then removed the bezel from one of the ceiling vents in his Passport Trailer and confirmed wood—not steel—rafters were used in the roof of his Trailer.

Violation of California Consumer Protection Statutes

Defendant has violated, and continues to violate, the CLRA and California law. Specifically, in connection with the advertising and marketing of the Passport Trailers, Defendant has violated the following subdivisions of California Civil Code section 1770(a):

- Representing that the Passport Trailers have (i) “characteristics . . . [or] benefits, which [they do] not have” (1770(a)(5));
- Representing that the Passport Trailers are of “a particular standard, quality, or grade,” when they are of another (1770(a)(7)); and
- “Advertising goods . . . with the intent not to sell them as advertised” (1770(a)(9)).

In addition, Defendant's conduct violates California Business & Professions Code section 17500, which prohibits “unfair, deceptive, untrue or misleading advertising.” Defendant violates section 17500 by representing, through false and misleading advertising, and through other express representations, that the Passport Trailers use galvanized steel rafters. As described above, these statements are false and misleading.

Defendant's conduct also violates California Business & Professions Code section 17200, *et seq.* Among other things, Defendant's conduct constitutes an unfair or fraudulent business practice. Defendant makes material false representations to consumers concerning its Passport Trailers that are likely to deceive consumers into purchasing the Passport Trailers on the mistaken belief that the Trailers used galvanized steel rafters. Consumers have been directly injured by Defendant's conduct in that they would not have purchased

Matt Zimmerman, CEO
December 7, 2022
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the Passport Trailers, or would have purchased them on different terms, had they known the truth about the Passport Trailers.

How to Resolve These Matters

Defendant has thirty (30) days from the date on which this notice is served to correct, repair, replace, or otherwise rectify the aforementioned violations. Plaintiff demands that Defendant immediately cease the unlawful business practices described herein, disgorge the profits derived from these unlawful business practices and false advertising, and make restitution to our client and all similarly situated consumers of the Passport Trailers, without limitation.

In addition, Plaintiff requests that Defendant allow us to verify, by depositions or other methods, how many consumers were affected by Defendant's improper conduct, that Defendant has implemented any resolution we reach, and that Defendant has implemented procedures to prevent the improper conduct from reoccurring.

Furthermore, on behalf of Plaintiff and similarly situated consumers, we request that Defendant institute a recall program, to be approved and supervised by us, as counsel to Plaintiff and a putative class of similarly situated consumers, of all Passport Trailers that do not use galvanized steel rafters.

Preservation Request

This letter also constitutes notice to Defendant that it is not to destroy, conceal or alter in any manner whatsoever any evidence, documents, merchandise, information, paper or electronic data and/or other tangible items or property potentially discoverable in the above-referenced matter, including but not limited to documents that relate to the following:

1. The construction of and materials used in the Passport Trailers;
2. Any and all marketing and advertising of the Passport Trailers;
3. All communications with any U.S. administrative entity, or complaints by any private person or entity concerning the construction of and materials used in the Passport Trailers; and
4. All communications with any U.S. administrative entity, or complaints by any private person or entity concerning the advertising and marketing of the Passport Trailers.

Matt Zimmerman, CEO
December 7, 2022
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If you contend that any of the facts contained in this letter are inaccurate in any respect, please provide us with all of your facts, contentions, and supporting documents as quickly as possible, but in no event later than thirty (30) days from the date of your receipt of this letter. We are available if you want to discuss the issues raised in this letter.

Respectfully,

/s/ Simon B. Paris

Simon B. Paris
SALTZ MONGELUZZI & BENDESKY, PC

ORIGIN ID:SEGA (215) 496-8282
SIMON PARIS, ESQ.
SALTZ MONGELUZZI & BENDESKY
120 GIBRALTAR ROAD
SUITE 218
HORSHAM, PA 19044
UNITED STATES US

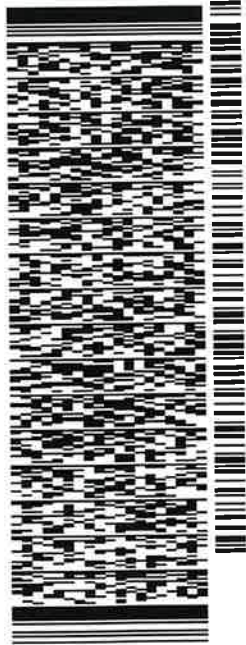
SHIP DATE: 07DEC22
ACTWGT: 1.00 LB
CAD: 4837632/IN14530
BILL SENDER

TO **MATT ZIMMERMAN, CEO**

2624 HACKBERRY DRIVE

GOSHEN IN 46527

(574) 535-2100 REF: KEYSTONE RV
INV. DEPT.
PO.



581J39A97FE2D

TRK# 7707 0674 3244 THU - 08 DEC 10:30A
0201 PRIORITY OVERNIGHT DSR
46527

XN SBNA IN-US **SBN**



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



December 12, 2022

Dear Customer,

The following is the proof-of-delivery for tracking number: 770706743244

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	R.FRY	Delivery Location:	2624 HACKBERRY DR
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday; Direct Signature Required		GOSHEN, IN, 46527
		Delivery date:	Dec 8, 2022 10:01

Shipping Information:

Tracking number:	770706743244	Ship Date:	Dec 7, 2022
		Weight:	0.5 LB/0.23 KG

Recipient:
Matt Zimmerman, CEO,
2624 Hackberry Drive
GOSHEN, IN, US, 46527

Shipper:
Simon Paris, Esq., Saltz Mongeluzzi & Bendesky
120 Gibraltar Road
Suite 218
Horsham, PA, US, 19044

Reference Keystone RV

