

00-472-CD
THOMAS MOTT -vs- DAIMLERCHRYSLER CORPORATION

FILED

APR 24 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

⑤ THOMAS MOTT
47 East Long Avenue
Dubois, PA 15801-2122,

Plaintiff

v.

⑫ DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
1635 Market Street
Philadelphia, PA 19103,

Defendant

CIVIL DIVISION, ARBITRATION

AND STATUTORY APPEALS ONLY

CASE NUMBER: 00-472-CD

COMPLAINT

CODE

Filed on behalf of Plaintiff,
THOMAS MOTT

Counsel of record:

Craig Thor Kimmel
PA I.D. # 57100
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

Craig Thor Kimmel, Esquire
Heather L. Stein, Esquire
Identification Nos. 57100 and 82744
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

Attorneys for Plaintiff

THIS IS AN ARBITRATION
MATTER. ASSESSMENT
OF DAMAGES HEARING IS
REQUESTED.

THOMAS MOTT	:	COURT OF COMMON PLEAS
47 East Long Avenue	:	CLEARFIELD COUNTY
Dubois, PA 15801-2122	:	
	:	CIVIL ACTION
v.	:	
	:	
DAIMLERCHRYSLER CORPORATION	:	
c/o CT Corporation	:	
1635 Market Street	:	
Philadelphia, PA 19103	:	

NOTICE TO DEFEND

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY BAR ASSOCIATION

COLAVECCHI & RYAN

P.O. BOX 131

CLEARFIELD, PA 16830

Craig Thor Kimmel, Esquire
Heather L. Stein, Esquire
Identification Nos. 57100 and 82744
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
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REQUESTED.

THOMAS MOTT	:	COURT OF COMMON PLEAS
47 East Long Avenue	:	CLEARFIELD COUNTY
Dubois, PA 15801-2122	:	
	:	CIVIL ACTION
v.	:	
	:	
DAIMLERCHRYSLER CORPORATION	:	
c/o CT Corporation	:	
1635 Market Street	:	
Philadelphia, PA 19103	:	

COMPLAINT
CODE: 1900

1. Plaintiff, Thomas Mott, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 47 East Long Avenue, Dubois, Pennsylvania 15801-2122.

2. Defendant, DaimlerChrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania, and is a corporation of the State of Delaware, with its legal residence and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served c/o CT Corporation, 1635 Market Street, Philadelphia, Pennsylvania 19103.

BACKGROUND

3. On or about September 1, 1999, Plaintiff took delivery of a 2000 Dodge Ram 1500 Quad, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1B7HF13Z8YJ112312.

4. The vehicle was delivered and/or registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, tax, finance and bank charges but, excluding other collateral charges not currently specified, totaled more than \$ 35,000.00. A true and correct copy of the Contract is not in Plaintiff's possession. However, same may be obtained from Defendant's authorized service dealers.

6. In consideration for said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle continues to exhibit defects and malfunctions, and cannot be conformed to Defendant's warranties.

10. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997)

12. The first documented warranty repair attempt is believed to have occurred on or before October 25, 1999, when the vehicle odometer showed 5,195 miles. On that date, repair attempts were made to the to the cruise control, inoperable cluster and shift linkage, door lock, and left/right side weather-strips. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "A".

13. The second documented warranty repair attempt is believed to have occurred on or before December 1, 1999, when the vehicle odometer showed 5,197 miles. On that date, repair attempts were made to the defective transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

14. The third documented warranty repair attempt is believed to have occurred on or before December 16, 1999, when the vehicle odometer showed 5,197 miles. On that date, repair attempts were made to the defective transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

15. The fourth documented warranty repair attempt is believed to have occurred on or before December 20, 1999, when the vehicle odometer showed 5,221 miles. On that date, repair attempts were made to the no reverse condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

16. The vehicle continues to exhibit defects and malfunctions, which remained uncorrected after a reasonable number of repair opportunities. True and correct copies of all other repair invoices are marked collectively as Exhibit "E".

17. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements or records as required by law.

18. Plaintiff avers that such itemized statements which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

19. Plaintiff has and will continue to suffer damages due to Defendant's failure to maintain and provide itemized statements of repair.

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

20. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

21. Plaintiff is a "Consumer" as defined by 15 U.S.C. § 2301(3).

22. Defendant is a "supplier," "warrantor," and a "service contractor" as defined by 15 U.S.C. § 2301 (4), (5) and (8).

23. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

24. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

25. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

26. The federal Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d) (1) provides:

a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, **or under a written warranty, implied warranty, or service contract**, may bring suit for damages and another legal and equitable relief --

(Emphasis added).

27. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

28. Repair attempts have failed to remedy the defects or malfunctions in the vehicle.

29. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the federal Magnuson-Moss Warranty Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a

particular purpose; breach of contract; and violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

30. As a result of said failures to comply with the written and/or implied warranties, or contract, Plaintiff is entitled to recover actual damages and other legal and equitable relief as authorized by the Magnuson 15 U.S.C. § 2310 (d)(1), as well as:

as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorneys' fees based upon actual time expended) determined by the court to have been reasonably incurred by the plaintiff for, or in connection with the commencement and prosecution of such action

15 U.S.C. § 2310 (d)(2).

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT II

PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

31. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

32. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

33. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

34. Section 201-9.2(a) of the Act authorizes a private causes of action for any person "who purchases or leases goods or services primarily for personal, family household purposes."

35. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

36. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent conduct which creates a likelihood of confusion or of misunderstanding.

37. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

38. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice Rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

39. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

40. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

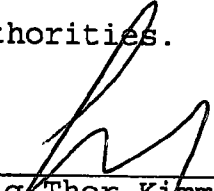
KIMMEL & SILVERMAN, P.C.

By: 

CRAIG THOR KIMMEL, ESQUIRE
HEATHER L. STEIN, ESQUIRE
Attorneys for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

V E R I F I C A T I O N

I, Craig Thor Kimmel, being duly sworn according to law, depose and say that I am the attorney for the plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that any false statements made herein are subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Craig Thor Kimmel, Esquire
Attorney for Plaintiff

☐ STOLTZ MOTOR COMPANY
RR #4 BOX 208
EMPORIUM, PA 15834
814-486-1590

☒ STOLTZ OF DUBOIS
RD 1 BOX 106, RT 219S
DUBOIS, PA 15801
814-371-8152

STOLTZ OF ST. MARYS
BOX 936, 988 S. ST. MARYS RD
ST. MARYS, PA 15857
814-781-8404

CUSTOMER NO. 6513		ADVISOR JAMES WIGFIELD 15		TAG NO.	INVOICE DATE 12/03/99	INVOICE NO. CHCS40096
THOMAS A MOTT 47 E. LONG AVENUE DUBOIS, PA 15801		LABOR RATE	LICENSE NO.	MILEAGE 5195	COLOR I	STOCK NO. 00D2084
		YEAR / MAKE / MODEL 00/DODGE TRUCK/RAM 1500/1500 QUAD CA			DELIVERY DATE 09/03/99	DELIVERY MILES
		VEHICLE ID NO. 1B7HF13Z8YJ 1 1 2 3 1 2			SELLING DEALER NO. STOLTZ DUBO	PRODUCTION DATE
RESIDENCE PHONE 814-371-8542		BUSINESS PHONE		F. T. E. NO.	P. O. NO.	R. O. DATE 10/25/99
		COMMENTS		MO: 5195		

LABOR.....
J# 1 03CHZ22 CRUISE CONTROL HOURS: 0.30 TECH(S):12 INTERNAL
TIGHT WHEN GOES TO OVERDRIVE WILL NOT GO BACK TO CRUISE
COULD NOT DUPLICATE CONDITION
RAN DRB & DRIVE TEST ON CRUISE. ROAD TESTED TO MFG SPECS
J# 2 03CHZ BODY ELECTRICAL HOURS: 1.00 TECH(S):12 WARRANTY
DIGITAL DISPLAY IN DASH MISSING WHOLE MILES
CLUSTER INOP & SHIFT LINKAGE BROKEN
R&I INSTRUMENT CLUSTER THAT WAS INOP NOT SHOWING ALL NUMBERS
REPLACED W/NEW CLUSTER UNDER EXCHANGE PROGRAM. REPLACED
SHIFT INDICATOR THAT WAS BROKEN.
J# 3 05CHZ08 DOOR LOCK/LATCH HOURS: 1.00 TECH(S):6285 WARRANTY
CK RT REAR DOOR HARD TO OPEN
CK LT REAR DOOR FOR WHISTLING NOISE
BOTH LF & RT SIDE WEATHERSTRIPS LEAKING AIR
REPLACED BOTH LT & RT SIDE WEATHERSTRIPS THAT WERE LEAKING
AIR AROUND THEM.

				TOTAL - LABOR	0.00
PARTS.....	QTY.....	FP-NUMBER.....	DESCRIPTION.....	LIST PRICE-UNIT PRICE-	
JOB # 2	1	56020622	INDICATOR 21119019		
JOB # 3	2	55276282-AB	W/STRIP F 23063033		
				TOTAL - PARTS	0.00

TOTALS.....

				TOTAL LABOR....	0.00
				TOTAL PARTS....	0.00
				TOTAL SUBLET....	0.00
				TOTAL G.O.G....	0.00
				TOTAL MISC CHG.	0.00
				TOTAL MISC DISC	0.00
				TOTAL TAX.....	0.00
				TOTAL INVOICE \$	0.00

STOLTZ OF DUBOIS CHRYSLER-DODGE-PLYMOUTH
(814) 371-8152
MONDAY--FRIDAY 8:00AM--4:30AM

.....
CUSTOMER SIGNATURE



ERA-LZB-INV/RT-Repairs and Repairs SC15831 (1/99) Keynotes Company

X

STOLTZ OF ST. MARYS
BOX 936, 988 S. ST. MARYS RD
ST. MARYS, PA 15857
814-781-8404

CUSTOMER NO. 6513		JAMES WIGFIELD 15		TAG NO.	INVOICE DATE 12/17/99	INVOICE KEY CHCS40558
THOMAS A MOTT 47 E. LONG AVENUE		LABOR RATE	5197	COLOR	0002084	STOCK NO. 0002084
DUBOIS, PA 15801		00/DODGE TRUCK/RAM 1500/1500 QUAD CA		DELIVERY DATE 09/03/99	DELIVERY MILES	
		1B7HF13Z8YJ 1 1 2 3 1 2		SELLING DEALER NO. STOLTZ DUBO	PRODUCTION DATE	
RESIDENCE PHONE 814-371-8542		BUSINESS PHONE		COMMENTS	MO: 5197	

LABOR-----
J# 1 09CHZ TRANSMISSION HOURS: 9.80 TECH(S):11 WARRANTY
CUST STATES VEH WILL NOT MOVE
FRONT PUMP/TORQUE CONVERTER FAILURE
R&I TRANS ASSEMBLY DISASSEMBLED & FOUND TORQUE CONVERTER
WELDED TO FRONT PUMP. CLUTCHES BURNED. REPLACED FRONT PUMP,
TORQUE CONVERTER, CLUTCHES, SEAL KIT, CLEANED OD UNIT,
DISASSEMBLED VALVE BODY & CLEANED, FLUSHED COOLER 18PSI &
RAN FLOW TEST OF 1QT 15SEC. E

TOTAL - LABOR	0.00
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PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		R4736591	CONVERTER 21046004			WARRANTY
JOB # 1	1		R4736591	CORE RETURN			WARRANTY
JOB # 1	1		4863884-AF	SEAL PKG 21060014			WARRANTY
JOB # 1	1		4796467-AB	PUMP PKG 21129010			WARRANTY
JOB # 1	4		2801992-AB	DISC CLUT 21133036			WARRANTY
JOB # 1	1		2466803	PLATE CLU 21133038			WARRANTY
JOB # 1	3		52118812-AA	PLATE CLU 21133038			WARRANTY
JOB # 1	1		4617567	PLATE TRA 21133038			WARRANTY
JOB # 1	9		5010124-AA	FLUID AFT 1081018			WARRANTY

TOTAL - PARTS	0.00
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TECHNICIAN CERTIFICATION
11 JOEL THOMAS ASE12356

TOTALS.

STOLTZ OF DUBOIS CHRYSLER-DODGE-PLYMOUTH

(814) 371-8152

MONDAY - - FRIDAY 8:00AM - - 4:30AM

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$	0.00

TOTAL INVOICE \$	0.00
------------------	------

.....
CUSTOMER SIGNATURE

**PLAINTIFF'S
EXHIBIT**

LM 4:15 pm

☐ STOLTZ MOTOR COMPANY
RR #4 BOX 208
EMPORIUM, PA 15834
814-486-1590

☒ STOLTZ OF DUBOIS
RD 1 BOX 106, RT 219S
DUBOIS, PA 15801
814-371-8152

☐ STOLTZ OF ST. MARYS
BOX 936, 988 S. ST. MARYS RD
ST. MARYS, PA 15857
814-781-8404

CUSTOMER NO. 6513		NAME JAMES WIGFIELD 15		TAG NO.	INVOICE DATE 12/17/99	INVOICE NO. CHCS40756
THOMAS A MOTT 47 E. LONG AVENUE		LABOR RATE		5197	COLOR	STOCK NO 0002084
DUBOIS, PA 15801		YEAR / MAKE / MODEL 00/DODGE TRUCK/RAM 1500/1500 QUAD CA		DELIVERY DATE 09/03/99		DELIVERY MILES
		VEHICLE ID NO. 1B7HF13Z8YJ 112312		SELLING DEALER NO. STOLTZ DUBO		PRODUCTION DATE
RESIDENCE PHONE 814-371-8542		BUSINESS PHONE		P. O. NO.	R. O. DATE 12/16/99	MO: 5197
COMMENTS						

LABOR.....
J# 1 09CHZ99 MISC. TRANSMISSION HOURS: 2.50 TECH(S):11 105.75
INSTALL TRANS COOLER PER CUST REQUEST
INSTALLED EXTERNAL TRANS COOLER PER CUST REQUEST

TOTAL - LABOR 105.75

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-	
JOB # 1 1 82401196 COOLR PKG 1010001 192.00 192.00	192.00
TOTAL - PARTS	192.00

TECHNICIAN CERTIFICATION-----
11 JOEL THOMAS ASE12356

TOTALS:-----

TOTAL LABOR....	105.75
TOTAL PARTS....	192.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	17.87
TOTAL INVOICE \$	315.62

STOLTZ OF DUBOIS CHRYSLER-DODGE-PLYMOUTH
(814) 371-8152
MONDAY--FRIDAY 8:00AM--4:30AM

CUSTOMER SIGNATURE



STOLTZ MOTOR COMPANY
RR #4 BOX 208
EMPORIUM, PA 15834
814-486-1590

STOLTZ OF DUBOIS
RD 1 BOX 106, RT 219S
DUBOIS, PA 15801
814-371-8152

STOLTZ OF ST. MARYS
BOX 936, 988 S. ST. MARYS RD.
ST. MARYS, PA 15857
814-781-8404

CUSTOMER NO. 6513	ADVISOR JAMES WIGFIELD 15	TAG NO.	INVOICE DATE 01/10/00	INVOICE NO. CHCS40782
THOMAS A MOTT 47 E. LONG AVENUE	LABOR RATE	LICENSE NO.	COLOR 1	STOCK NO. 0002084
DUBOIS, PA 15801	YEAR / MAKE / MODEL 00/DODGE TRUCK/RAM 1500/1500 QUAD CA	MILEAGE 5221	DELIVERY DATE 09/03/99	DELIVERY MILES
	VEHICLE ID. NO. 1B7HF13Z8YJ 112312		SELLING DEALER NO. STOLTZ DUBO	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	R. O. DATE 12/20/99	MO: 5291
REFERENCE PHONE 814-371-8542	BUSINESS PHONE	COMMENTS		

REPRINT# 2

APR. 00CHZ07 NO REVERSE HOURS: TECH(S):11 WARRANTY
CUST STATES NO REVERSE
OUTPUT SHAFT WELDED TO PISTON RETAINER EXCESSIVE HEAT
TRUCK WAS ROAD TESTED APPROX 70MILES BY TECH. SERV MGR.
DEALER PRINCIPAL, SALES MGR ALL AGREED WAS TO MFG SPECS...
PARTS CONTINUED ON RO# 41022
CK'D FLUIDS FULL & RED CONFIRMED NO REVERSE, REMOVED &
DISASSEMBLED TRANS CHECKING V/BODY OK. REMOVED O/D UNIT CK'D
CLUTCHES OK. REAR CLUTCHES BURNT & AFTER REMOVE OUTPUT SHAFT
& O/D PISTON RETAINER OUTPUT SHAFT WELDED TO IT FROM HEAT.
INSTALLED NEW OUTPUT SHAFT, O/D PISTON RETAINER, REAR CLUTCH
NEW V/BODY PER MIKE VOLKEMAN. REAR CLUTCH HUB. ADDED FLUIDS

TOTAL - LABOR 0.00

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB #1	1		52118793-AB	BODY NONE 21139004			WARRANTY
JOB #1	1		4863884-AF	SEAL PKG 21060014			WARRANTY
JOB #1	1		3743624-AB	PISTON CL 21133015			WARRANTY
JOB #1	1		4617855	RETAINER 21133007			WARRANTY
JOB #1	1		4617161	WASHER FR 21005035			WARRANTY
JOB #1	1		2801992-AB	DISC CLUT 21133036			WARRANTY
JOB #1	1		3743621-AB	SPRING RE 21137022			WARRANTY
JOB #1	1		2466806	SPRING RE 21137022			WARRANTY
JOB #1	1		52118812-AA	PLATE CLU 21133038			WARRANTY
JOB #1	1		4617567	PLATE TRA 21133038			WARRANTY
JOB #1	1		1942063	RING NONE 21009023			WARRANTY

TOTAL - PARTS 0.00

MECHANICIAN CERTIFICATION
11 JOEL THOMAS ASE12356

STOLTZ OF DUBOIS CHRYSLER-DODGE-PLYMOUTH

(814) 371-8152

MONDAY-FRIDAY 8:00AM-4:30AM

CUSTOMER SIGNATURE

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

PLAINTIFF'S
EXHIBIT

[END OF INVOICE]

16:20:09

FROM : ROYER'S 219 AUTO SALES

PHONE NO. : 814 371 8266

Jan. 13 2000 07:12PM P3

STOLTZ MOTOR COMPANY
RR #4 BOX 208
EMPORIUM, PA 15834
814-486-1590

X STOLTZ OF DUBOIS
RD 1 BOX 106, RT 219S
DUBOIS, PA 15801
814-371-8152

STOLTZ OF ST. MARYS
BOX 936, 988 S. ST. MARYS RD.
ST. MARYS, PA 15857
814-781-8404

CUSTOMER NO. 6513		ADVISOR JAMES WIGFIELD 15		TAG NO.		INVOICE DATE 01/10/00		INVOICE NO. CHCS41022	
THOMAS A MOTT 47 E. LONG AVENUE DUBOIS, PA 15801		LABOR RATE		LICENSE NO.		MILEAGE 5221		COLOR /	
		YEAR / MAKE / MODEL 00/DODGE TRUCK/RAM 1500/1500 QUAD CA		DELIVERY DATE 09/03/99		STOCK NO. 0002084		DELIVERY MILE'S	
		VEHICLE ID. NO. 1B7HF13Z8YJ 1 1 2 3 1 2		SELLING DEALER NO. STOLTZ DUBO		PRODUCTION DATE			
RESIDENCE PHONE 814-371-8542		BUSINESS PHONE		F. T. E. NO.		P. O. NO.		R. O. DATE 01/10/00	
				COMMENTS				MO: 5291	

LABOR
J# 1 90CHZ07

PARTS CONTINUATION HOURS: 0.00 TECH(S): 11
#1 PARTS CONTINUED FROM ORIGINAL RO# 40782
TRANS REBUILD

WARRANTY

TOTAL LABOR 0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1	4617529	SPRING AC 21137022		
JOB # 1	1	5010124-AA	FLUID AFT 1081018		
JOB # 1	2	5010125-AA	FLUID AFT 1081018		
JOB # 1	1	4617396	SHAFT TRA 21005003		
JOB # 1	1	52118057	DRUM AUTO 21136065		
JOB # 1	1	4617611	SHAFT TRA 21005003		

WARRANTY
WARRANTY
WARRANTY
WARRANTY
WARRANTY
WARRANTY

TOTAL PARTS 0.00

TECHNICIAN CERTIFICATION
11

JOEL THOMAS

ASE12356

TOTALS

STOLTZ OF DUBOIS CHRYSLER-DODGE-PLYMOUTH

(814) 371-8152

MONDAY--FRIDAY 8:00AM--4:30AM

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

**PLAINTIFF'S
EXHIBIT**

tabbles

FROM : ROYER'S 219 AUTO SALES

PHONE NO. : 814 371 8266

Jan. 20 2000 07:07PM P2

STOLTZ MOTOR COMPANY
RR #4 BOX 208
EMPORIUM, PA 15834
814-486-1590

X STOLTZ OF DUBOIS
RD 1 BOX 106, RT 219S
DUBOIS, PA 15801
814-371-8152

STOLTZ OF ST. MARYS
BOX 936, 988 S. ST. MARYS RD.
ST. MARYS, PA 15857
814-781-8404

CUSTOMER NO. 6513	ADVISOR JAMES WIGFIELD 15	TAG NO.	INVOICE DATE 01/20/00	INVOICE NO. CHCS41121
THOMAS A MOTT 47 E. LONG AVENUE	LABOR RATE	MILEAGE 5483	COLOR SOLAR YELLO	STOCK NO.
DUBOIS, PA 15801	VEHICLE MAKE / MODEL 00/DODGE TRUCK/1500/1500 QUAD CA	DELIVERY DATE 09/03/99	DELIVERY MILES 90	PRODUCTION DATE
	VEHICLE ID. NO. 1B7HF13Z8YJ 112312	SELLING DEALER NO. STOLTZ DUBO		
	P. I. F. NO.	P. O. NO.	R. O. DATE 01/18/00	MO: 5483
RESIDENCY PHONE 814-371-8542	BUSINESS PHONE 375-1102	COMMENTS C# 3/36-9/3/99 E# 5.9L 4SPD 48RE		

LABOR
J# 1 09CH211 SHIFT HARSH/DELAYED HOURS: TECH(S): 11
CUST STATES 1ST START DELAYED 1-2 SHIFT. OK AFTER WARM
FAULT FOR VEHICLE SPEED SENSOR
CK'D FLUIDS & FULL & CLEAN. RAN DRB DRIVE TEST FAULT FOR
VEHICLE SPEED SENSOR. REPLACED & CLEARED FAULT. ROAD TESTED
COLD AFTER CK'ING FLUIDS SHIFTING AS DESIGNED. LATER IN DAY
CUST WENT W/TECH BUT COULDN'T DUPLICATE 1-2 DELAY. LET SET
OVERNIGHT TILL NEXT AFTERNOON AMBIENT TEMP OVERNIGHT 10DEG.
CUST DROVE W/TECH PULLED OUT & FLOORED TILL REV LIMITER CUT.

WARRANTY

TOTAL - LABOR 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	4800879	SENSOR TR. 8037155			0.00
TOTAL PARTS						0.00

TECHNICIAN CERTIFICATION
11 JOEL THOMAS ASE12356

TOTALS

STOLTZ OF DUBOIS CHRYSLER DODGE PLYMOUTH

(814) 371-8152

MONDAY-FRIDAY 8:00AM-4:30AM

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

23 June 2000 Document
Reinstated / Reinstated to Sheriff / Attorney
for service.

[Signature]
Deputy Clerk

FILED
APR 24 2000
Att'y. Pd. 80.00
2 cc Att'y
William A. Shaw
Prothonotary

KIMMEL & SILVERMAN, P.C.
By: Craig Thor Kimmel, Esquire
Identification No. 57100
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

THOMAS MOTT

v.

DAIMLERCHRYSLER CORPORATION

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: TRIAL DIVISION
:
:
:
: No. 00-472-CD
:

PRAECIPE TO
REINSTATE COMPLAINT - CIVIL ACTION

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned
Civil Action for an additional thirty days.

BY:


CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

DATED: June 7, 2000

FILED

JUN 23 2000

William A. Shaw
Prothonotary

6:23.00 Document
Reinstated/Reissued to Sheriff/Attorney
for service
William A. Shaw
Deputy Prothonotary

FILED

JUN 23 2000
m 11:45
William A. Shaw
Prothonotary
atty Kimmel

pd. \$7.00

Complaint Reinstated
to Sheriff
EAB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOTT, THOMAS

00-472-CD

VS

DAIMLERCHRYSLER CORPORATION

COMPLAINT

SHERIFF RETURNS

NOW JUNE 24, 2000, JOHN GREEN, SHERIF OF PHILADELPHIA WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DAIMLERCHRYSLER CORPORATION, DEFENDANT.

NOW JULY 21, 2000 SERVED THE WITHIN COMPLAINT ON DAIMLER CHRYSLER CORPORATION, DEFENDANT BY DEPUTIZING THE SHERIFF OF PHILADELPHIA. THE RETURN OF SHERIFF GREEN IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED SANDRA SOLOMON, AGENT FOR DEFENDANT.

28.98 SHFF. HAWKINS PAID BY: ATTY.
116.00 SHFF. GREEN PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

29th DAY OF August 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS

Chester A. Hawkins
by Marlynn Harris
CHESTER A. HAWKINS
SHERIFF

FILED

AUG 29 2000
12:12:25pm
William A. Shaw
Prothonotary

MOTT

COMMON PLEAS NO.
COUNTY COURT

VERSUS

TERM. 2000

DAIMLER CHRYSLER

NO. 472

C/O C.T. CORP. SYSTEM

☐ Defendant

SERVED AND MADE KNOWN TO ABOVE NAMED ☒ Defendant Company
by handing a true and attested copy of the within Summons/Complaint, issued in the above captioned matter
on JULY 21, 2000, at 10:00 o'clock, A M., E.S.T./~~D.S.T.~~
at 1635 MARKET ST., in the County of Philadelphia,
State of Pennsylvania, to SANDRA SOLOMON

- ☐ (1) the aforesaid defendant, personally;
- ☐ (2) an adult member of the family of said defendant, with whom said defendant resides, who stated that his/her relationship to said defendant is that of _____;
- ☐ (3) an adult person in charge of defendant's residence; the said adult person having refused, upon request, to give his/her name and relationship to said defendant;
- ☐ (4) the manager/clerk of the place of lodging in which said defendant resides;
- ☒ (5) agent or person for the time being in charge of defendant's office or usual place of business.
- ☐ (6) the _____ and officer of said defendant Company;

So Answers,

JOHN D. GREEN, Sheriff

By: John A. Talamini

Deputy Sheriff



OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS MOTT

NO. 00-472-CD

VS

ACTION: COMPLAINT

DAIMLERCHRYSLER CORPORATION

SERVE BY: 7/23/00

or

HEARING DATE:

SERVE: DAIMLERCHRYSLER CORPORATION

ADDRESS: C/o CT Corporation, 1635 Market St., Philadelphia, Pa. 19103

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depute the SHERIFF of PHILADELPHIA County to execute this writ.

This deputation being made at the request and risk of the plaintiff this 23rd day of JUNE 2000.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: KIMMEL & SILVERMAN, Attorneys

PHILA. SHERIFF'S OFFICE
00 JUN 27 AM 7:47

CASH RECEIPT		OFFICE OF THE SHERIFF		BOOK <i>111001</i>	
APPEARANCE DOCKET		CITY AND COUNTY OF PHILADELPHIA		SERIAL NO.	
No. F 51448	COURT <i>100</i>	TERM <i>4/1/72</i>	PROTH. NO.		
<i>11-20-71</i> VS. <i>DA. Miller</i>					
IN PAYMENT OF THE FOLLOWING ITEMS					
FEES	CODE	AMOUNT	DEPOSITS AND COSTS	CODE	AMOUNT
Sheriff's Fee	311	<i>100</i>	Advertising	331	<i>1.167</i>
Registered Mail	311		Deputized Service	332	
			State Fee	335	
Mileage	312	<i>16</i>	Affidavit	339	
			Other Costs	340	
TOTAL				301	<i>116.00</i>
ATTORNEY <i>[Signature]</i>		APPEARANCE CLERK <i>[Signature]</i>			

CUSTOMER'S COPY

19487

Philadelphia, Pa. 19101
Phonics Plus & Co. (1-711)

12-77 (Rev. 1/74)

RECEIPT NOT VALID UNLESS MACHINE IMPRINTED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

THOMAS MOTT
47 East Long Avenue
DuBois, PA 15801-2122,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
1635 Market Street
Philadelphia, PA 19103,

Defendant.

) CIVIL DIVISION

)

) No: 00-472-CD

)

) Code:

)

) **PRAECIPE FOR APPEARANCE**

)

) FILED ON BEHALF OF:

) **Defendant, DaimlerChrysler Corporation**

)

) COUNSEL OF RECORD FOR THIS
) PARTY:

)

) Kathryn M. Kenyon, Esquire

) PA ID #82262

) Patricia A. Monahan, Esquire

) PA ID #58784

)

)

) **MARSHALL, DENNEHEY, WARNER,**

) **COLEMAN & GOGGIN**

) USX Tower, Suite 2900

) 600 Grant Street

) Pittsburgh, PA 15219

) (412) 803-1140

\\12_ALIAB\KKM\LLPG\139719\JSL\03043\99999

FILED

SEP 21 2000

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

THOMAS MOTT,)	CIVIL DIVISION
)	
)	No: 00-472-CD
)	
vs.)	Code:
)	
DAIMLERCHRYSLER CORPORATION,)	
)	
Defendant.)	

PRAECIPE FOR ENTRY OF APPEARANCE


To: Prothonotary

Kindly enter the appearance of Marshall, Dennehey, Warner, Coleman & Goggin, P.C., and Kathryn M. Kenyon, Esquire, and Patricia A. Monahan, Esquire, on behalf of Defendant, DaimlerChrysler Corporation, in connection with the above-captioned matter.

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

By:



**KATHRYN M. KENYON, ESQUIRE
PATRICIA A. MONAHAN, ESQUIRE
Attorneys for Defendant, DaimlerChrysler
Corporation**

CERTIFICATE OF SERVICE

I hereby certify that I have served upon all persons listed below a true and correct copy of the within **Praecipe for Appearance** in the above-captioned matter this 13th day of Sept., 2000 by U.S. First Class mail, postage pre-paid.

Craig Thor Kimmel, Esquire
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
(Attorney for Plaintiff)

**MARSHALL, DENNEHEY, WARNER
COLEMAN & GOGGIN**

BY:

Kat M. If
Kathryn M. Kenyon, Esquire
Patricia A. Monahan, Esquire
**Attorneys for Defendant, DaimlerChrysler
Corporation**

\\12_A\\LIAB\\KKM\\LLPG\\139719\\JSL\\03043\\99999

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

THOMAS MOTT
47 East Long Avenue
DuBois, PA 15801-2122,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
1635 Market Street
Philadelphia, PA 19103,

Defendant.

TO

Plaintiff

YOU ARE HEREBY NOTIFIED TO

PLEAD TO THE ENCLOSED

New Matter WITHIN TWENTY
(20) DAYS FROM THE SERVICE

HEREOF OR A DEFAULT JUDGEMENT

MAY BE ENTERED AGAINST YOU.

Kathryn M. Kenyon

ATTORNEY FOR

) CIVIL DIVISION

)

) No: 00-472-CD

)

) Code:

)

) ANSWER AND NEW MATTER

)

) FILED ON BEHALF OF:

) Defendant, DaimlerChrysler Corporation

)

)

) COUNSEL OF RECORD FOR THIS

) PARTY:

)

) Kathryn M. Kenyon, Esquire

) PA ID #82262

) Patricia A. Monahan, Esquire

) PA ID #58784

)

)

) MARSHALL, DENNEHEY, WARNER,

) COLEMAN & GOGGIN

) USX Tower, Suite 2900

) 600 Grant Street

) Pittsburgh, PA 15219

) (412) 803-1140

\\12_ALIAB\KKM\LLPG\139902\JSL\03043\99999

FILED

SEP 21 2000

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

THOMAS MOTT,)	CIVIL DIVISION
)	
)	No: 00-472-CD
)	
vs.)	Code:
)	
DAIMLERCHRYSLER CORPORATION,)	
)	
Defendant.)	

ANSWER AND NEW MATTER

AND NOW COMES Defendant, DaimlerChrysler Corporation, by and through its undersigned counsel, Marshall, Dennehey, Warner, Coleman and Goggin, and files the within Answer and New Matter, and in support thereof avers as follows:

1. After reasonable investigation, Defendant is without sufficient knowledge to form a belief as to the truth or falsity of the averment set forth in Plaintiff's Complaint, accordingly, the same are denied.
2. Admitted.
3. Admitted in part. It is admitted that Plaintiff took delivery of a motor vehicle warranted and manufactured by Defendant with a vehicle identification number as set forth in the Complaint. The remaining averments are denied.
4. Denied.
5. Denied.
6. Denied.

7. Denied.

8. Admitted insofar as it avers that the Defendant issued to Plaintiff the warranty booklet for a 2000 Dodge Ram 1500 Quad. The remaining averments of Paragraph 8 are denied.

9. Denied.

10. Denied.

11. Paragraph 11 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

12. Denied. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "A" speaks for itself.

13. Denied. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "B" speaks for itself.

14. Denied. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "C" speaks for itself.

15. Denied. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "D" speaks for itself.

16. Denied. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "E" speaks for itself.

17. Denied.

18. Denied.

19. Denied. By way of further response, Plaintiff has not sustained damages as a result of any act, omission or conduct on the part of this Defendant.

COUNT I

Magnuson Moss (FTC) Warranty Improvement Act

20. Paragraphs 1 through 19 are incorporated herein as if set forth fully.

21. Paragraph 21 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

22. Paragraph 22 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

23. Paragraph 23 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

24. Denied.

25. Paragraph 25 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

26. Paragraph 26 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied. By way of further response, Plaintiff has not sustained damages as a result of any act, omission or conduct on the part of this Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in its favor and deny the relief requested in the Plaintiff's Complaint.

COUNT II

Pennsylvania Unfair Trade Practices and Consumer Protection Law

31. Paragraphs 1 through 30 are incorporated herein as if set forth fully.

32. Paragraph 32 states a conclusion of law to which no response is required.

Accordingly, the same is denied.

33. Paragraph 33 states a conclusion of law to which no response is required.
Accordingly, the same is denied.

34. Paragraph 34 states a conclusion of law to which no response is required.
Accordingly, the same is denied.

35. Paragraph 35 states a conclusion of law to which no response is required.
Accordingly, the same is denied.

36. Paragraph 36 states a conclusion of law to which no response is required.
Accordingly, the same is denied.

37. Denied.

38. Paragraph 38 states a conclusion of law to which no response is required.
Accordingly, the same is denied.

39. Denied.

40. Denied. By way of further response, Plaintiff is not entitled to recover
damages from Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter
judgment in its favor and deny the relief requested in the Plaintiff's Complaint.

NEW MATTER

41. Plaintiff's Complaint fails to state a claim for which relief may be granted
against DaimlerChrysler Corporation.

42. Plaintiff's claims are barred and/or limited by the applicable disclaimers of
warranty and limitations of damages provisions.

43. Plaintiff's claims are barred and or limited by his negligent, misuse, abuse,
modification and/or alteration of the vehicle, which is the subject of this litigation.

44. Plaintiff's claims are barred and are limited by his failure to mitigate damages.

45. If the Plaintiff sustained any alleged injuries, damages or losses, the injuries damages or losses were caused by persons or entities over whom answering Defendant had no control and for whom answering Defendant is not responsible.

46. Plaintiff's alleged claims of nonconformity do not substantially impair the use, value or safety of the vehicle.

47. Plaintiff's claims are or may be barred by the applicable doctrines of laches, estoppel or waiver.

48. Plaintiff's Complaint fails to state a claim for which any attorneys fees may be award.

49. Plaintiff's Complaint may be barred by the applicable statute of limitations.

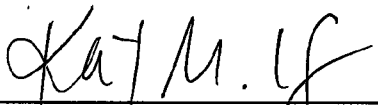
50. It is denied that Plaintiff obtained the vehicle primary or normally for personal, family or household purposes.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in its favor and deny the relief requested in the Plaintiff's Complaint.

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

By:



**KATHRYN M. KENYON, ESQUIRE
PATRICIA A. MONAHAN, ESQUIRE
Attorneys for Defendant, DaimlerChrysler
Corporation**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

THOMAS MOTT,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

) CIVIL DIVISION

)

) No: 00-472-CD

)

) Code:

)

)

)

)

VERIFICATION

I, Apryl Lawson, being duly sworn according to law deposes and says that I am Case Manager for DaimlerChrysler Corporation and that I am authorized to make this verification on behalf of DaimlerChrysler Corporation and that the facts set forth in the foregoing **Defendant's Answer and New Matter** are true and correct to the best of my knowledge, information, and belief. This verification is subject to 18 Pa.C.S. §4904 which provides for certain penalties for making false statements.



Apryl Lawson, Case Manager
DaimlerChrysler Corporation

DATE:

Sept. 18, 2000

CERTIFICATE OF SERVICE

I hereby certify that I have served upon all persons listed below a true and correct copy of the within **Answer and New Matter** in the above-captioned matter this 18th day of Sept., 2000 by U.S. First Class mail, postage pre-paid.

Craig Thor Kimmel, Esquire
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
(Attorney for Plaintiff)

**MARSHALL, DENNEHEY, WARNER
COLEMAN & GOGGIN**

BY:

Kat M. Lf
Kathryn M. Kenyon, Esquire
Patricia A. Monahan, Esquire
**Attorneys for Defendant, DaimlerChrysler
Corporation**

\\12_A\LIAB\KKM\LLPG\139902\JSL\03043\99999

KIMMEL & SILVERMAN, P.C.
By: Craig Thor Kimmel, Esquire
Identification No. 57100
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

Attorney for Plaintiff

THOMAS MOTT

: COURT OF COMMN PLEAS
: CLEARFIELD COUNTY

v.

:
:
:
:

DAIMLERCHRYSLER CORPORATION

: No. 00-472-CD

PROOF OF SERVICE

TO THE PROTHONOTARY:

Service of the complaint regarding the above captioned matter was made to DaimlerChrysler Corporation, c/o CT Corporation, 1635 Market Street, Philadelphia, PA 19103 on July 21, 2000 via Philadelphia County Sheriff's Office (see attached).

BY:


CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

FILED

OCT 02 2000

William A. Shaw
Prothonotary

PAUL I. GUEST, Esquire
Identification No. 30488
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Attorney for Plaintiff

THOMAS MOTT

v.

DAIMLERCHRYSLER CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No. 00-472-CD

Civil Action

FILED

OCT 23 2000

William A. Shaw
Prothonotary

PLAINTIFF'S REPLY TO NEW MATTER OF
DEFENDANT, DAIMLER CHRYSLER CORPORATION

41. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

42. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

43. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

44. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there

are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

45. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

46. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

47. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

48. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

49. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

50. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

KIMMEL & SILVERMAN, P.C.

By: 

PAUL I. GUEST, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

PAUL I. GUEST, Esquire
Identification No. 30488
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Attorney for Plaintiff

THOMAS MOTT	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	
v.	:	
	:	No. 00-472-CD
	:	
	:	Civil Action
DAIMLERCHRYSLER CORPORATION	:	

CERTIFICATE OF SERVICE

I, PAUL I. GUEST, Esquire, counsel for Plaintiff, do hereby certify that I served all parties with true and correct copies of the foregoing Answer to New Matter, by placing same in the United States Mail, First Class, Postage Paid addressed as follows:

KATHRYN M. KENYON
MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN
USX TOWER, SUITE 2900
600 GRANT STREET
PITTSBURGH, PA 15219

KIMMEL & SILVERMAN, P.C.

By: Paul
PAUL I. GUEST, Esquire
Identification No. 30488
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Date: 10/6/00

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
CLERK OF COURT
100 WALL STREET
NEW YORK, N.Y. 10038

RECEIVED
OCT 23 1990

FILED

OCT 23 1990

MA 11331705
William A. Shaw
Prothonotary

RECEIVED
OCT 23 1990
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

COFY

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-472-CD
Thomas Mott
Vs.
Daimler Chrysler Corp.

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

David S. Meholick
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-472-CD
Thomas Mott
Vs.
Daimler Chrysler Corp.

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,
A handwritten signature in dark ink, appearing to read "David S. Meholic", written over the printed name.

David S. Meholic
Court Administrator

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Thomas Mott

v.

DaimlerChrysler Corp.

CIVIL ACTION

Case No.: 00-472-CD

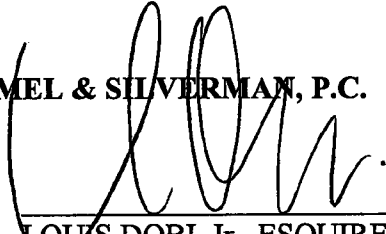
STATEMENT OF INTENTION TO PROCEED

TO THE PROTHONOTARY:

May it be known that Plaintiff, Thomas Mott, by his attorney, intends to proceed
with the above captioned matter.

KIMMEL & SILVERMAN, P.C.

By:



LOUIS DOBI, Jr., ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

Date:

1/16/06

FILED No cc
12:56 PM
JAN 17 2006
William A. Shaw
Prothonotary/Clerk of Courts