

OC-1196-CD  
JOHN MATALE -vs- DAIMLERCHRYSLER CORPORATION

Date: 08/08/2002

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 12:19 PM

ROA Report

Page 1 of 1

Case: 2000-01196-CD

Current Judge: Fredric J. Ammerman

Jchn Natalie vs. Daimlerchrysler Corp.

Civil Other

Date		Judge
09/07/2000	New Case Filed.	No Judge
09/27/2000	✓ Filing: Civil Complaint Paid by: KIMMEL, CRAIG THOR, ESQ. Receipt number: 0051008 Dated: 11/07/2000 Amount: \$.00 (Cash)	No Judge
11/03/2000	✓ ENTRY OF APPEARANCE ON BEHALF OF DEFENDANT. S/JAMES W. STEVENS, ESQ.	No Judge
	✓ ANSWER W/NEW MATTER TO PLAINTIFF'S COMPLAINT OF DEFENDANT, DAIMLERCHRYSLER CORPORATION, Filed by s/James W. Stevens, Esq. NO CC CERT. OF SVC.	No Judge
11/06/2000	✓ Affidavit of Service, Complaint, upon Heather Zygmunt on behalf of DaimlerChrysler Corp., filed.	No Judge
11/08/2000	✓ Plaintiff's Reply to New Matter of Defendant, Daimlerchrysler Corp. filed by s/Heather L. Stein, Esq. Verification. Certificate of Service 1 Cert to Atty	No Judge
06/29/2001	✓ Praecipe For A Jury Trial. Filed by s/Robert A. Rapkin, Esq. Cert of Svc no cc copy to CA	No Judge
08/30/2001	✓ Praecipe For Substitution of Appearance, Patricia A. Monahan, Esq. and David F. Ryan, Esq. in place of James M. Stevens, Esq. on behalf of the Defendant. by the Court, s/David F. Ryan, Esq. Cert of Svc no cc	No Judge
02/27/2002	✓ Praecipe for Jury Trial. Filed by s/Dana Tarquinni, Esquire Certificate of Service no cc Copy to CA	No Judge
03/22/2002	✓ Stipulation to Continue to the FALL term. s/Robert A. Rapkin, Esq. s/Patricia Monahan, Esq. 1 cc atty, Copy to CA	Fredric J. Ammerman
04/04/2002	✓ ORDER, NOW, this 2nd day of April, 2002, re: Matter continued until the August 2002 Term of Civil Call. by the Court, s/FJA,J. 2 cc to Atty Rapkin, Monahan	Fredric J. Ammerman

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.

(62) JOHN MATALIE	:	COURT OF COMMON PLEAS
RRI, Box 538	:	CLEARFIELD COUNTY
Houtsvale, PA 16651	:	
	:	CIVIL ACTION
v.	:	
(142) DAIMLERCHRYSLER CORPORATION	:	00-1196-CD
c/o CT Corporation	:	
1635 Market Street	:	
Philadelphia, PA 19103	:	

**NOTICE TO DEFEND**  
**CODE: 1900**

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 BAR ASSOCIATION**  
**COLAVECCHI & RYAN**  
**P.O. BOX 131**  
**CLEARFIELD, PA 16830**

**FILED**

SEP 27 2009  
in 12:15/wm  
William A. Shaw PO  
Prothonotary 80-  
BY MTD  
2 CERT TO MTD

CRAIG THOR KIMMEL, Esquire  
HEATHER L. STEIN, ESQUIRE  
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RR1, Box 538	:	CLEARFIELD COUNTY
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	:	CIVIL ACTION
v.	:	
	:	
DAIMLERCHRYSLER CORPORATION	:	
c/o CT Corporation	:	
1635 Market Street	:	
Philadelphia, PA 19103	:	

**COMPLAINT**  
**CODE: 1900**

1. Plaintiff, John Matalie, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at RR1, Box 538, Houtsvale, Pennsylvania 16651.

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 March 12, 1999, Plaintiff purchased a 1999 Dodge 1500, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1B7HF13Y5XJ520630.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges but, excluding other collateral charges not specified yet defined by the Lemon Law, totaled more than \$ 25,000.00. A true and correct copy of the Contract is not in Plaintiff's possession. However, same may be obtained from Defendant's authorized sales dealer.

6. In consideration for the purchase of 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 meets 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

is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

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)

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

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

13. Plaintiff is a "Purchaser" as defined by 73 P.S. § 1952.

14. Defendant is a "Manufacturer" as defined by 73 P.S. § 1952.

15. SHUSTER CHRYSLER PLYMOUTH, is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. § 1952.

16. On or about March 12, 1999, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. § 1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

(1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or

(2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

21. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first twelve (12) months or twelve-thousand (12,000) miles, Plaintiff complained about defects and/or non-conformities to the following vehicle components on at least

three (3) occasions: Engine and braking system. True and correct copies all repair invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked collectively as Exhibit "A", though additional invoices may be obtained from Defendant's authorized service dealers.

25. The vehicle continues to exhibit defects and conditions which substantially impair its use, value and/or safety as defined by 73 P.S. § 1951 et seq.

26. 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 as required by 73 P.S. § 1957.

27. Plaintiff avers that such itemized statements which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

28. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

29. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

30. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.



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

COUNT II  
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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 "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

35. 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.

36. 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.

37. 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).

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

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

40. 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.

41. 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 III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW**

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

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

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

45. 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."

46. 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.

47. 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.

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

49. 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.

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

51. 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.

# Shuster

**Chrysler/Plymouth/Dodge/Jeep/Eagle**  
RR1, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

**Fax/696-9052**

SERVICE ADVISOR **CONNIE BURKET**

[illegible]



JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE PA 16651

# Shuster

Chrysler/Plymouth/Dodge/Jeep/Eagle  
RR1, Box 316D \* East Freedom, PA 16637  
814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR JEFF HANLON

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
15MAR99	29MAR99	9T061	1B7HF13Y5XJ520630	3786021			29MAR99	24642
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY. LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
13:49	14:16	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	61	1
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
473	473							

A CHECKE ENGINE FOR MISSING WHILE DRIVING DOWN  
THE ROAD, VINCE IS DRIVING WITH OWNER  
CAUSE: MISSEIRE

08121593 TSB 18-048-98

6 VINCE TOTL LIC#: 7966

WAR40 0.40

3 56028186

RETAINER-IGNITION CABLE

2 6503441 CLIP-CRUISE

CONTROL

8 NPN CONV.TUBE

FC: S

PART#: 56028186

COUNT:

CLAIM TYPE:

AUTH CODE:

7966

PERFORMED SPECIAL BULLETIN ON VEHICLES  
MISSFIRI NG/ENGINE MISS-REROUTED PLLUG WIRES,  
INSTALLED CLIPS, AND FLEXIBLE CONDUIT ON COIL  
WIRE AS PER BULLETIN

	DESCRIPTION	TOTALS
55200 1700 618	LABOR AMOUNT	0.00
57200 2110 1890	PARTS AMOUNT	0.00
11601 3810 *****	GAS,OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
	TOTAL CHARGES	0.00
	LESS INSURANCE	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

...ATTENTION...

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM CHRYSLER. IF YOU CANNOT SCORE US VERY SATISFIED, PLEASE CALL JEFF HANLON AT 695-7672 OR 224-2614. YOUR COMPLETE SERVICE SATISFACTION IS VERY IMPORTANT TO US HERE AT SHUSTER CHRYSLER. THANK YOU.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) FILE COPY DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE



JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
20SEP99	29SEP99	9T061	1B7HF13Y5XJ520630	3786021			29SEP99	29534
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:23	13:55	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
16111	16122							

A CUST STATES THERE IS AN ENGINE MISS ALMOST  
ALL THE TIME / /

CAUSE: ARCING

08170209 SPARK PLUGS-Test, clean or  
replace (C)

6 VINCE TOTL LIC#: 7966  
WAR40

1 4728038AE CABLE PKG

FC: 50

PART#: 4728038AE

COUNT:

CLAIM TYPE:

AUTH CODE:

08170271 Mopar Diagnostic System  
Procedure allowance

6 VINCE TOTL LIC#: 7966  
WAR40

08121504 CABLE, IGNITION SECONDARY-Test  
and replace (C)

6 VINCE TOTL LIC#: 7966  
WAR40

## HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE

PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE

### DESCRIPTION TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS,OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY  
THIS AMOUNT

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

CUSTOMER COPY

POWERED GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637  
814/224-2614 \* 814/695-7672  
Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

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TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:23	13:55	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
16111	16122							

TECH #6 CHECKED FOR ENGINE MISS - TECH  
PERFORM- ED COMPLETE TEST OF ENGINE WITH DRB  
AND FOUND NO FAULTS. TECH FOUND VEHICLE  
MISSING AT LIGHT THROTTLE UNDER LOAD. TECH  
INDEXED DISTRIBUTOR AND ADJUSTED PLUG GAP AND  
RETESTED AND SEEMS BETTER NOW. TECH INSTALLED  
NEW PLUG WIRES DUE TO THEM ARCING AND TESTED  
AGAIN AND TRUCK IS RUNNING GOOD AT THIS TIME.  
B CUST STATES THERE IS A LOUD SQUEEING NOISE  
ON THE RIGHT SIDE OF THE DASH WHEN GOING  
OVER BUMPS / /  
CAUSE: NOT WELDED/NOISE  
23111601 PANEL, INSTRUMENT-Replace (A)  
6 VINCE TOTL LIC#: 7966  
WAR40 (N/C)  
FC: 67 PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:  
23111600 TIGHTEN DASH SCREWS  
6 VINCE TOTL LIC#: 7966  
WAR40 (N/C)

### HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE

PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE

#### DESCRIPTION

#### TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS,OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY  
THIS AMOUNT

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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(SIGNED)

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POWER & GENERAL MANAGER OR AUTHORIZED PERSON

DATE

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MILEAGE IN	MILEAGE OUT	LICENSE NO.						
16111	16122							

TECH #6 CHECKED FOR CREAKING NOISE IN THE RIGHT CORNER OF THE DASH AND FOUND THE BODY SEAM WAS MAKING THE NOISE - NEEDS SEAMS WELDED. TECH REMOVED ENTIRE DASH AND HEATER BOX AND REMOVED INSULATION AND SEAM SEALER. TECH GROUND AND CLEANED AND WELDED SEAMS WHERE THE NOISE WAS PRESENT. TECH WELDED BOTH DRIVER AND PASSENGER SIDES AND REASSEMBLED DASH AND TESTED AND THERE IS NO NOISE AT THIS TIME.

### HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE

PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

...ATTENTION...

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM CHRYSLER. IF YOU CANNOT SCORE US VERY SATISFIED, PLEASE CALL JEFF HANLON AT 695-7672 OR 224-2614. YOUR COMPLETE SERVICE SATISFACTION IS VERY IMPORTANT TO US HERE AT SHUSTER CHRYSLER. THANK YOU.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) **CUSTOMER COPY** GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637  
814/224-2614 \* 814/695-7672  
Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14OCT99	19OCT99	9T061	1B7HF13Y5XJ520630	3786021			19OCT99	30161
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:07	14:27	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
17446	17446							

A LUBED, OIL/FILTER CHANGE, CHECK ALL BELTS, HOSES, FLUIDS, TIRE PRESSURE  
 100 LUBED, OIL/FILTER CHANGE, CHECK ALL BELTS, HOSES, FLUIDS, TIRE PRESSURE  
 6 VINCE TOTL LIC#: 7966  
 CPAY 13.65 13.65  
 1 5281090 FILTER-ENGINE  
 OIL 5.00 5.00 5.00  
 5 OIL\*10W30\* 10W30OIL. 0.89 0.89 4.45  
 TECH #6 PERFORMED LUBE, OIL/FILTER SERVICE.  
 B INSTALL ALL 4 MUD FLAPS / /  
 9997 INSTALL ALL 4 MUDEFLAPS  
 6 VINCE TOTL LIC#: 7966  
 CPAY 37.10 37.10  
 2 82205092 GUARD  
 KIT-SPLASH MOLDED 36.00 32.50 65.00  
 MISC REPLACE FLOOR MATS  
 6 VINCE TOTL LIC#: 7966  
 ISP (N/C)  
 1 82203772 MAT (N/C)  
 KIT-FLOOR - FRONT  
 TECH #6 INSTALL ALL 4 MOULDED MUD FLAPS TECH  
 ALSO INSTALLED NEW FLOOR MATS WHICH WERE  
 DAMAGED ON PREVIOUS REPAIR.

**HOURS OF SERVICE**  
**8 AM TO 5 PM**  
**MONDAY THRU**  
**FRIDAY**  
**AND**  
**8 AM - 12 PM**  
**SATURDAY**

**CALL FOR YOUR**  
**NEXT APPOINTMENT**

**PHONE**  
**814-224-2614**

**THANK YOU FOR**  
**BRINGING YOUR CAR**  
**TO US FOR SERVICE**

**PLEASE KEEP THIS**  
**COPY AS EVIDENCE OF**  
**GUARANTEE**  
**COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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(SIGNED)

**CUSTOMER COPY**

POWER GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14OCT99	19OCT99	9T061	1B7HF13Y5XJ520630	3786021			19OCT99	30161
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:07	14:27	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
17446	17446							

TECH.	TYPE	HOURS	LIST/UNT	NET/UNIT	TOTAL
C CUST STATES TRUCK STILL HAS AN ENGINE MISS /					
CAUSE: ENGINE MISS/STARR					
09501509 GASKET, INTAKE MANIFOLD-Replace (C)					
6 VINCE TOTH LIC#: 7966					
WAR40 (N/C)					
1 4897383AC GSKT (N/C)					
PKG-INTAKE MANIFOLD					
1 5017208AA					
GASKET-INTAKE MANIFOLD					
PA (N/C)					
1 4267020AB *COOLANT (N/C)					
1 5281090 FILTER-ENGINE					
OIL (N/C)					
5 4761839 *OIL (N/C)					
FC: 44					
PART#: 4897383AC					
COUNT:					
CLAIM TYPE:					
AUTH CODE:					

### HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE

PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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(SIGNED)

**CUSTOMER COPY**

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14OCT99	19OCT99	9T061	1B7HF13Y5XJ520630	3786021			19OCT99	30161
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:07	14:27	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
17446	17446							

TECH #6 CHECKED FOR ENGINE MISS AND VERIFIED COMPLAINT. TECH CALLED STARR AND WAS TOLD TO REMOVE INTAKE AND CHECK BASE GASKET FOR LEAKS. WE WILL NEED TO RESCHEDULE FOR THIS REPAIR. TECH TALKED TO STARR WHO SUGGESTED REMOVING INTAKE AND CHECKING FOR LEAKS - TECH REMOVED INTAKE AND FOUND LOWER INTAKE PLATE GASKET BLOWN. TECH REPLACED GASKET AND REINSTALLED INTAKE AND TEST DROVE AND PROBLEM IS STILL OCCURRING. TECH HAS ORDERED RING AND PINION GEARS AND BEARING FOR REAR END AND WE WILL CALL THE CUSTOMER WHEN THE PARTS ARE IN.  
D CHECK PINSTRIPE COMING OFF TRUCK / /  
9997 MISC  
6 VINCE TOTL LIC#: 7966  
CPAY 0.00 0.00  
E REPLACE CARPET DUE TO BLACK MARKS BLEEDING THROUGH THE GRAY / /  
CAUSE: DISCOLORED  
23211505 CARPET OR RUBBER MAT,  
FLOOR-Replace (C)  
6 VINCE TOTL LIC#: 7966  
WAR40 (N/C)  
1 5ES73RC8AE CARPET (N/C)

**HOURS OF SERVICE**  
**8 AM TO 5 PM**  
**MONDAY THRU**  
**FRIDAY**  
**AND**  
**8 AM - 12 PM**  
**SATURDAY**

**CALL FOR YOUR**  
**NEXT APPOINTMENT**

**PHONE**  
**814-224-2614**

**THANK YOU FOR**  
**BRINGING YOUR CAR**  
**TO US FOR SERVICE**

**PLEASE KEEP THIS**  
**COPY AS EVIDENCE OF**  
**GUARANTEE**  
**COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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(SIGNED)

**CUSTOMER COPY**

OWNER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14OCT99	19OCT99	9T061	1B7HF13Y5XJ520630	3786021			19OCT99	30161
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:07	14:27	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
17446	17446							

TECH	TYPE	HOURS	LIST UNIT	NET UNIT	TOTAL
1	5FY04RC3AA				
	MOLDING-SIDE SILL				(N/C)
1	5FY05RC3AA				
	MOLDING-SIDE SILL				(N/C)
	FC: 69				
	PART#: 5ES73RC8AE				
	COUNT:				
	CLAIM TYPE:				
	AUTH CODE:				
	23211560 Floor shift equipped				
	6 VINCE TOTH LIC#: 7966				
	WAR40				(N/C)
	23213701 CARPET, TRIM PANELS-Repair (C)				
	6 VINCE TOTH LIC#: 7966				
	WAR40				(N/C)
TECH #6 REPLACED ALL INTERIOR CARPET AND SCUFF					
PLATES DUE TO BLACK BLEEDING THROUGH.					
F NOV PA STATE INSPECTION					
411 NOV PA STATE INSPECTION					
6 VINCE TOTH LIC#: 7966					
CPAY					18.00 18.00

### HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

**THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE**

**PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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(SIGNED)

**CUSTOMER COPY**

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14OCT99	19OCT99	9T061	1B7HF13Y5XJ520630	3786021			19OCT99	30161
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:07	14:27	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
17446	17446							

TECH #6 PERFORMED NOVEMBER PENNSYLVANIA STATE  
INSPECTION - TIRES ARE AT 9/32, LEFT FRONT  
BRAKE IS AT 7/32, AND RIGHT REAR BRAKE IS AT  
6/32  
G CHECK LEFT SIDE WIPER BLADE???? / /  
9997 REPLACE WIPER BLADES  
6 VINCE TOTL LIC#: 7966  
CPAY 10.60 10.60  
2 55076910AA BLADE 16.25 16.25 32.50  
TECH #6 REPLACED WIPER BLADES.  
H CUST STATES LAST NIGHT THE BRAKES WOULD NOT  
STOP THE TRUCK AND WERE HARD LIKE NO  
POWER ASSIST / /  
CAUSE: NO BRAKES  
85410500 DIAGNOSTIC  
6 VINCE TOTL LIC#: 7966  
WAR40 (N/C)  
FC: YG PART#: COUNT:  
CLAIM TYPE:  
AUTH CODE:

### HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

<p><b>THANK YOU FOR BRINGING YOUR CAR TO US FOR SERVICE</b></p> <p><b>PLEASE KEEP THIS COPY AS EVIDENCE OF GUARANTEE COVERAGE</b></p>	TECH #6 PERFORMED COMPLETE TEST OF BRAKE	DESCRIPTION	TOTALS
		LABOR AMOUNT	
		PARTS AMOUNT	
		GAS,OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

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(SIGNED)

**CUSTOMER COPY**

POWER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE



**Shuster**  Chrysler/Plymouth/Dodge/Jeep

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR      CONNIE BURKET

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14OCT99	19OCT99	9T061	1B7HF13Y5XJ520630	3786021			19OCT99	30161
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	COST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
08:07	14:27	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
17446	17446							

TECH	TYPE	HOURS	DISBURSE	RETAINT	TOTAL
SYSTEM TECH FOUND NO PROBLEMS WITH BRAKES OR WITH THE ANTI-LOCK SYSTEM. TECH ALSO CHECKED BRAKE BOOSTER FOR LEAKS AND FOUND NONE. TECH COULD NOT DUPLICATE THIS COMPLAINT AT THIS TIME.					

MISCELLANEOUS SHOP SUPPLIES	3.00
-----------------------------	------

**8 AM TO 5 PM**

**MONDAY THRU**

FRIDAY

**AND**

**8 AM - 12 PM**

## SATURDAY

**CALL FOR YOUR  
NEXT APPOINTMENT**

**PHONE**

**814-224-2614**

\*\* PRE-INVOICE \*\*

**THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE**

**PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	79.35
PARTS AMOUNT	106.95
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	3.00
TOTAL CHARGES	189.30
LESS INSURANCE	0.00
SALES TAX	11.36
PLEASE PAY THIS AMOUNT	200.66

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

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(SIGNED)

**CUSTOMER COPY**

OWNER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE \_\_\_\_\_

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
01MAR00	01MAR00	9T061	1B7HF13Y5XJ520630	3786021			01MAR00	33536
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
12:36	15:26	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
27109	27111							

TECH	TYPE	HOURS	LIST UNIT	NET UNIT	TOTAL
<b>A LUBED, OIL/FILTER CHANGE, CHECK ALL BELTS, HOSES, FLUIDS, TIRE PRESSURE</b>					
100 LUBED, OIL/FILTER CHANGE, CHECK ALL BELTS, HOSES, FLUIDS, TIRE PRESSURE					
39 KAURUTER, EDWARD LIC#: 9571					
	CPAY		13.65		13.65
1 5281090 FILTER-ENGINE					
	OIL	5.00	5.00		5.00
	5 OIL*10W30* 10W30OIL.	0.89	0.89		4.45
	1 53004383 FILTER	12.50	12.50		12.50
MISC REPLACE AIR FILTER					
39 KAURUTER, EDWARD LIC#: 9571					
	CPAY		10.60		10.60
TECH #39 PERFORMED LUBE, OIL/FILTER SERVICE.					
ANTI-FREEZE IS GOOD TO -35 DEGREES. TECH ALSO					
REMOVED AND REPLACED AIR FILTER.					
B CUST STATES BRAKES OCCASIONALLY WON'T STOP -					
THIS HAD HAPPENED BEFORE - SEE HISTORY /					
9997 REPLACE FRONT BRAKE PADS AND CUT					
ROTORS					
39 KAURUTER, EDWARD LIC#: 9571					
	CPAY		79.50		79.50
1 V1012866 PAD					

**HOURS OF SERVICE**  
**8 AM TO 5 PM**  
**MONDAY THRU**  
**FRIDAY**  
**AND**  
**8 AM - 12 PM**  
**SATURDAY**

**CALL FOR YOUR**  
**NEXT APPOINTMENT**

**PHONE**  
**814-224-2614**

**THANK YOU FOR**  
**BRINGING YOUR CAR**  
**TO US FOR SERVICE**

**PLEASE KEEP THIS**  
**COPY AS EVIDENCE OF**  
**GUARANTEE**  
**COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

**CUSTOMER COPY**

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
01MAR00	01MAR00	9T061	1B7HF13Y5XJ520630	3786021			01MAR00	33536
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
12:36	15:26	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
27109	27111							

TECH	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
KIT-FRONT DISC BRAKE			46.75	46.75	46.75
TECH #39 CHECKED BRAKES AND FOUND FRONT BRAKE PADS WORN DOWN TO THE METAL - TECH REMOVED AND REPLACED FRONT BRAKE PADS AND RESURFACED ROTORS TECH ALSO ORDERED A VACUUM CHECK VALVE FOR BRAKES NOT STOPPING.					
C CUST STATES ENGINE MISS IS GETTING WORSE - PLEASE CHECK FOR CODES - SEE CONNIE / /					
CAUSE: TSB					
08194292 08194292					
39 KAURUTER, EDWARD LIC#: 9571					
WAR40 (N/C)					
1 4669020					
LABEL-AUTHORIZED					
SOFTWARE (N/C)					
1 4275086 LABEL-GENERAL					
INFORMATION (N/C)					
FC: FM					
PART#: 4669020					
COUNT:					
CLAIM TYPE:					
AUTH CODE:					

## HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

**THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE**

**PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

**CUSTOMER COPY**

OWNER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637

814/224-2614 \* 814/695-7672

Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
01MAR00	01MAR00	9T061	1B7HF13Y5XJ520630	3786021			01MAR00	33536
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
12:36	15:26	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
27109	27111							

TECH #39 CHECKED FOR ENGINE MISS - TECH  
PERFORM ED DIAGNOSTIC CHECK AND FOUND NO  
CODES. TECH CHECKED FOR TSBS AND FOUND ONE FOR  
FLASH PRO- GRAM PCM - TSB #18-36-98  
MISCELLANEOUS SHOP SUPPLIES

3.00

## HOURS OF SERVICE

8 AM TO 5 PM

MONDAY THRU

FRIDAY

AND

8 AM - 12 PM

SATURDAY

CALL FOR YOUR  
NEXT APPOINTMENT

PHONE

814-224-2614

THANK YOU FOR  
BRINGING YOUR CAR  
TO US FOR SERVICE

PLEASE KEEP THIS  
COPY AS EVIDENCE OF  
GUARANTEE  
COVERAGE

DESCRIPTION	TOTALS
LABOR AMOUNT	103.75
PARTS AMOUNT	68.70
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	3.00
TOTAL CHARGES	175.45
LESS INSURANCE	0.00
SALES TAX	10.53
PLEASE PAY THIS AMOUNT	185.98

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

...ATTENTION...

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM CHRYSLER. IF YOU CANNOT SCORE US VERY SATISFIED, PLEASE CALL JEFF HANLON AT 695-7672 OR 224-2614. YOUR COMPLETE SERVICE SATISFACTION IS VERY IMPORTANT TO US HERE AT SHUSTER CHRYSLER. THANK YOU.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 111 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

CUSTOMER COPY

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE  
RR 1 BOX 538  
HOUTZDALE, PA 16651



RR 2, Box 316D \* East Freedom, PA 16637  
814/224-2614 \* 814/695-7672  
Fax/696-9052

SERVICE ADVISOR **CONNIE BURKET**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
10MAR00	10MAR00	9T061	1B7HF13Y5XJ520630	3786021			10MAR00	33798
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
07:50	12:50	1999	DODGE RAM 1500	814-378-6021	53.00	12MAR99	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
27450	27452							

A CUST STATES VEHICLE IS NOT STOPPING WHEN BRAKING SOMETIMES - USUALLY IN PANIC SITUATIONS / /  
CAUSE: INTERNAL VALVE FAULT  
05600501 VALVE, POWER BRAKE CHECK-Replace (C)  
39 KAURUTER, EDWARD LIC#: 9571  
WAR40 (N/C)  
1 4723391 VALVE-BRAKE BOOSTER CHECK (N/C)  
FC: UC  
PART#: 4723391  
COUNT:  
CLAIM TYPE:  
AUTH CODE:

TECH #39 CHECKED FOR VEHICLE NOT STOPPING WHEN BRAKING - TECH FOUND LOSS OF VACUUM HOLD IN THE BRAKE BOOSTER VALVE - TECH REMOVED AND REPLACED VALVE.

**HOURS OF SERVICE**  
**8 AM TO 5 PM**  
**MONDAY THRU**  
**FRIDAY**  
**AND**  
**8 AM - 12 PM**  
**SATURDAY**

**CALL FOR YOUR**  
**NEXT APPOINTMENT**

**PHONE**  
**814-224-2614**

**THANK YOU FOR**  
**BRINGING YOUR CAR**  
**TO US FOR SERVICE**

**PLEASE KEEP THIS**  
**COPY AS EVIDENCE OF**  
**GUARANTEE**  
**COVERAGE**

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

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(SIGNED)

**CUSTOMER COPY**

POWER GENERAL MANAGER OR AUTHORIZED PERSON

DATE

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

BY: James W. Stevens, Esquire  
Attorney I.D. No.: 40534  
1845 Walnut Street  
Philadelphia, PA 19103  
215-575-2684

Attorney for Defendant,  
DaimlerChrysler Corporation

JOHN MATALIE

v.

DAIMLERCHRYSLER CORPORATION :

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 00-1196-CD

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of DaimlerChrysler Corporation, in the above-captioned matter.

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN AND GOGGIN**

BY: \_\_\_\_\_

JAMES W. STEVENS, ESQUIRE  
Attorney for Defendant,  
DaimlerChrysler Corporation

FILED

NOV 03 2000

William A. Shaw  
Prothonotary

FILED

NOV 03 2000

William A. Shaw  
Promotional

TO PLAINTIFF  
YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE ENCLOSED  
NEW MATTER WITHIN (20) DAYS  
FROM THE SERVICE HEREOF OR A  
DEFAULT JUDGMENT MAY BE ENTERED  
AGAINST YOU.

Attorney for Defendant DaimlerChrysler Corporation

\\01\_21\\LIAB\\JWS\\LLPG\\243091\\LOJ\\03043\\01092

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

By: James W. Stevens, Esquire  
Attorney ID No: 40534  
1845 Walnut Street  
Philadelphia, PA 19103  
(215) 575-2684

Attorney for Defendant,  
DaimlerChrysler Corporation

JOHN MATALIE

v.

DAIMLERCHRYSLER CORPORATION

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 00-1196-CD

**ANSWER WITH NEW MATTER TO  
PLAINTIFF'S COMPLAINT OF  
DEFENDANT, DAIMLERCHRYSLER CORPORATION**

Defendant, DaimlerChrysler Corporation by and through its attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby answers plaintiff's Complaint and asserts new matter defenses as follows:

1. Denied. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of these averments and the same are therefore denied.

2. Admitted in part; denied in part. DaimlerChrysler Corporation is a corporation organized and existing under the laws of the State of Delaware with a principal place of business in Michigan. In addition, it can be served at the CT Corporation Systems, 1635 Market Street, Philadelphia, PA 19103. The remaining averments are denied.

WHEREFORE, defendant, DaimlerChrysler Corporation, respectfully demands judgment in its favor and against the plaintiff, together with costs.

### **BACKGROUND**

3. Admitted in part; denied is part. It is admitted that plaintiff obtained a DaimlerChrysler Corporation vehicle that was manufactured and warranted by defendant bearing vehicle identification number as alleged. After reasonable investigation, answering defendant is without information or knowledge sufficient to form a belief as to the truth of the remaining averments and same are therefore denied.

4. Denied. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of these averments and the same are therefore denied.

5. Denied. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of these averments and the same are therefore denied.

6. Denied. Because the plaintiff has failed to define the specifics of the alleged warranties, guarantees, affirmations or undertakings after reasonable investigation, answering defendant is without information or knowledge sufficient to form a belief as to the truth of these averments and same are therefore denied.



7. Denied. Because the plaintiff has failed to define the specifics of the alleged warranties, guarantees, affirmations or undertakings after reasonable investigation, answering defendant is without information or knowledge sufficient to form a belief as to the truth of these averments and same are therefore denied.

8. Denied. It is denied defendant entered into a contract or "bargain" with the plaintiff. On the contrary, no contract was negotiated or completed between the parties. In as much as the plaintiff fails to define the specifics of the alleged guarantees, affirmations and undertakings after reasonable investigation, answering defendant is without information or knowledge sufficient to form a belief as to the truth of these averments and the same are therefore denied.

9. Denied. It is denied that the vehicle experienced nonconformities or conditions that were not corrected within the terms of the express written warranty issued by DaimlerChrysler Corporation. It is denied repair attempts were ineffective.

10. Denied. It is denied that the plaintiff has resorted to an informal dispute settlement procedure.

11. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

WHEREFORE, defendant, DaimlerChrysler Corporation, respectfully demands judgment in its favor and against the plaintiff, together with costs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE**  
**LEMON LAW**

12. Defendant, DaimlerChrysler Corporation, hereby incorporates its previous answers to plaintiff's Complaint as though the same were set forth herein at length.

13. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

14. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

15. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

16. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

17. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

18. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

19. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

20. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

21. Denied. It is denied that the vehicle has or will be out of service for thirty or more days.

22. Denied. After reasonable investigation, answering defendant is without information or knowledge sufficient to form a belief as to the truth of these averments and the same are therefore denied.

23. Denied. It is denied that the vehicle experienced nonconformities or conditions that were not corrected within the terms of the express written warranty issued by DaimlerChrysler Corporation. It is denied repair attempts were ineffective.

24. Admitted in part; denied in part. It is admitted that an exhibit is attached to plaintiff's Complaint and that such exhibit appears to be a repair order. Defendant denies the characterization of service on that date and the remaining averments of this paragraph. The document speaks for itself.

25. Denied. These averments constitute conclusions of law to which no response is required pursuant to the Pennsylvania Rules of Civil Procedure.

26. Denied. These averments constitute conclusions of law to which no response is required pursuant to the Pennsylvania Rules of Civil Procedure.

27. Denied. These averments constitute conclusions of law to which no response is required pursuant to the Pennsylvania Rules of Civil Procedure.

28. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

29. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

30. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

WHEREFORE, defendant, DaimlerChrysler Corporation, respectfully demands judgment in its favor and against the plaintiff, together with costs.

**COUNT II**  
**MAGNUSON-MOSS (FTC)**  
**WARRANTY IMPROVEMENT ACT**

31. Defendant, DaimlerChrysler Corporation, hereby incorporates its previous answers to plaintiff's Complaint as though the same were set forth herein at length.

32. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

33. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

34. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

35. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

36. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

37. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

38. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

39. Denied. It is denied that defendant's authorized service facility has performed ineffective repairs. It is further denied that defendant has breached any warranty or is otherwise liable to plaintiff as a result of any action or inaction on the part of the answering defendant.

40. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

41. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

WHEREFORE, defendant, DaimlerChrysler Corporation, respectfully demands judgment in its favor and against the plaintiff, together with costs.

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE**  
**PRACTICES AND CONSUMER**  
**PROTECTION LAW**

42. Defendant, DaimlerChrysler Corporation, hereby incorporates its previous answers to plaintiff's Complaint as though the same were set forth herein at length.

43. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

44. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

45. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

46. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

47. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

48. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

49. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

50. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

51. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required.

WHEREFORE, defendant, DaimlerChrysler Corporation, respectfully demands judgment in its favor and against the plaintiff, together with costs.

**NEW MATTER**

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

53. Plaintiff's claims are barred and/or limited by the applicable disclaimers of warranty and limitations of damage provision.

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

55. Plaintiff's claims are barred and/or limited by her failure to mitigate damages.

56. If the plaintiff sustained any alleged injuries, damages or losses, the injuries, damages, or losses were caused by persons and/or entities over whom answering defendant had no control and for whom answering defendant is not responsible.

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

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

59. Plaintiff's Complaint fails to state a claim for which any attorney fees may be awarded.

60. Plaintiff's claims may be barred and/or limited by the Lemon Law, Unfair Trade Practices and Consumer Protection Law, Uniform Commercial Code and the Magnuson-Moss Warranty Act.

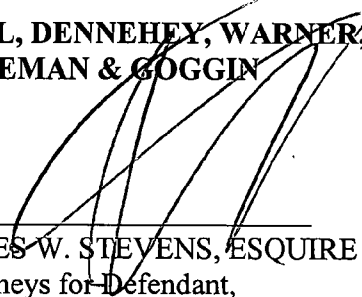
61. It is denied that plaintiff obtained the vehicle primarily or normally for personal, family or household purposes and plaintiff is not entitled to recovery under the Lemon Law, Magnuson-Moss Warranty Act, or the Pennsylvania Unfair Trade Practices Act.

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

WHEREFORE, defendant, DaimlerChrysler Corporation, respectfully demands judgment in its favor and against the plaintiff, together with costs.

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

BY:

  
\_\_\_\_\_  
JAMES W. STEVENS, ESQUIRE  
Attorneys for Defendant,  
DaimlerChrysler Corporation

**VERIFICATION**

James W. Stevens, Esquire, hereby states that he is the attorney for DaimlerChrysler Corporation, defendant herein, and verifies that the statements made in the foregoing Answer with New Matter of Defendant, DaimlerChrysler Corporation, to Plaintiff's Complaint, are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



---

JAMES W. STEVENS, ESQUIRE



**CERTIFICATE OF SERVICE**

I, James W. Stevens, Esquire, hereby certify that I am attorney for the defendant, DaimlerChrysler Corporation, in the within action; that I am duly authorized to make this certification and that on the 31 day of October, 2000, I did cause a true and correct copy of Answer and New Matter of Defendant, DaimlerChrysler Corporation, to Plaintiff's Complaint to be forwarded by first class, U.S. Mail to counsel below as follows:

Heather L. Stein, Esquire  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002

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

BY: \_\_\_\_\_

JAMES W. STEVENS, ESQUIRE  
Attorneys for Defendant,  
DaimlerChrysler Corporation

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

JOHN MATALIE

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

v.

DAIMLERCHRYSLER CORPORATION

: No. 00-1196-CD

AFFIDAVIT OF SERVICE

I, Thomas Norpel, a competent adult, being duly sworn according to law, depose and say that at 1:45 P.M., on (DATE) 10/9/00, I personally handed to (NAME) Heather Zygmunt, on behalf of DaimlerChrysler Corporation, c/o CT Corporation, 1635 Market Street, Philadelphia, PA 19103.

\_\_\_\_\_ Adult family member with whom said Defendant(s) reside(s). Relationship is \_\_\_\_\_.

\_\_\_\_\_ Adult in charge of Defendant's residence who refused to give name or relationship.

\_\_\_\_\_ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

X \_\_\_\_\_ Agent or person in charge of Defendant's office or usual place of business.

\_\_\_\_\_ and officer of said Defendant's company.

\_\_\_\_\_ Other \_\_\_\_\_.

a true and correct copy of complaint issued in the above-captioned matter.

Thomas Norpel  
(Signature of Server)

NOV 06 2000

W. A. Glaw  
Notary Public

Sworn to and subscribed  
before me this 9 day

Notary Seal  
of Lisa A. Githam, Notary Public  
Ambler Boro. Monroeville Court  
My Commission Expires 10/18/2002

Member, Pennsylvania Association of Notaries  
NOTARY PUBLIC

HEATHER L. STEIN, ESQUIRE  
Identification No. 82744  
KIMMEL & SILVERMAN, P.C.  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

Attorney for Plaintiff

JOHN MATALIE

v.

DAIMLERCHRYSLER CORPORATION

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 00-1196-CD

**FILED**

NOV 09 2000

William A. Shaw  
Prothonotary

PLAINTIFF'S REPLY TO NEW MATTER OF  
DEFENDANT, DAIMLERCHRYSLER CORPORATION

52. Denied. The allegation of this paragraph constitutes 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 is demanded at the time of trial.

53. Denied. The allegations of this paragraph constitutes 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 is demanded at the time of the trial.

54. Denied. The allegations of this paragraph constitutes 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 is demanded at the time of the trial.

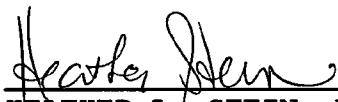
55. Denied. The allegations of this paragraph constitutes a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations

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

62. Denied. The allegations of this paragraph constitutes 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 is demanded at the time of the trial.


WHEREFORE, the Plaintiff respectfully demands judgement 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:   
**HEATHER L. STEIN, Esquire**  
**Attorney for Plaintiff**  
**30 East Butler Pike**  
**Ambler, Pennsylvania 19002**  
**(215) 540-8888**

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

Heather L. Stein Esquire, states that she is the attorney for the Plaintiff herein; that she is acquainted with the facts set forth in the foregoing Answer to New Matter; and that same are true to the best of his knowledge, information and belief. This statement is being made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
**HEATHER L. STEIN**  
**Attorney for Plaintiff**

HEATHER L. STEIN, ESQUIRE  
Identification No. 82744  
KIMMEL & SILVERMAN, P.C.  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

Attorney for Plaintiff

JOHN MATALIE

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

v.

NO. 00-1196-CD

DAIMLERCHRYSLER CORPORATION

CERTIFICATE OF SERVICE

I, Heather L. Stein, Esquire, counsel for Plaintiff, do hereby certify that on the <sup>15</sup>~~30~~ day of NOVEMBER, 2000 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:

James W. Stevens, Esquire  
MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN  
1845 Walnut Street  
Philadelphia, PA 19103

KIMMEL & SILVERMAN, P.C.

By:

Heather Stein  
HEATHER L. STEIN, ESQUIRE  
Identification No. 82744  
Attorney for Plaintiff  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

Date: 11/03/00

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

JOHN MATALIE  
Plaintiff

VS

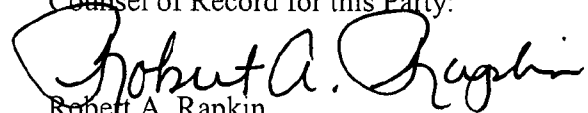
DAIMLERCHRYSLER CORPORATION  
Defendant

: CIVIL DIVISION  
:  
: 00  
: 11-1196-CD  
:  
:  
:

PRAECIPE FOR A JURY TRIAL

Filed on behalf of Plaintiff

Counsel of Record for this Party:



Robert A. Rapkin

PA. I.D. 57100

**KIMMEL & SILVERMAN, P.C.**

30 East Butler Pike

Ambler, PA 19002

215-540-8888

**FILED**

JUN 29 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

JOHN MATALIE  
Plaintiff

VS

DAIMLERCHRYSLER CORPORATION  
Defendant

: CIVIL DIVISION  
:  
: 00  
: 11-1196-CD  
:  
:  
:  
:

**PRAECIPE FOR A JURY TRIAL**

TO THE PROTHONOTARY:

Plaintiff's Counsel respectfully requests a Jury Trial.

KIMMEL & SILVERMAN, P.C.

BY:

  
Robert A. Rapkin, Esquire



CERTIFICATION OF SERVICE

I, Robert A. Rapkin, Esquire, counsel for Plaintiff, hereby certify that, on the date indicated below, I served true and correct copies of the preceding Praecepta for a Jury Trial on counsel for defendant, by first class mail, postage prepaid at Ambler, Pennsylvania, addressed as follows:

**Ms. Patricia A. Monahan, Esquire  
MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN  
USX Tower  
600 Grant Street  
Suite 2900  
Pittsburgh, Pa 15219**

June 26, 2001

  
Robert A. Rapkin  
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JOHN MATALIE,

CIVIL DIVISION

Plaintiffs,

No. 00-1196 – C.D.

v.

**PRAECIPE FOR SUBSTITUTION OF  
APPEARANCE**

DAIMLERCHRYSLER CORPORATION,

Filed on behalf of Defendant:  
DaimlerChrysler Corporation

Defendant.

Counsel of Record for this Party:

Patricia A. Monahan, Esquire  
PA I.D. #58784

David F. Ryan, Esquire  
PA I.D. #56182

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN  
2900 USX Tower  
600 Grant Street  
Pittsburgh, PA 15219

(412) 803-1140

\\12\_A\LIAB\CZH\SLPG\188733\CZH\03043\01092

**FILED**

AUG 30 2001

**William A. Shaw**  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JOHN MATALIE,

CIVIL DIVISION

Plaintiff,

No. 00-1196-C.D.

v.

DAIMLERCHRYSLER CORPORATION,

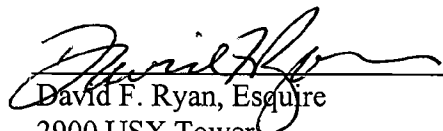
Defendant.

**PRAECIPE FOR SUBSTITUTION OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly substitute the appearance of Patricia A. Monahan, Esquire and David F. Ryan,  
Esquire for the appearance of James M. Stevens, Esquire on behalf of defendant,  
DaimlerChrysler Corporation, in the above-referenced matter.

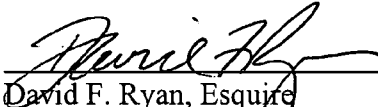
MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

  
David F. Ryan, Esquire  
2900 USX Tower  
600 Grant Street  
Pittsburgh, PA 15219

**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that on this 24 day of August, 2001, a true and correct copy of the foregoing **PRAECIPE FOR SUBSTITUTION OF APPEARANCE** was served upon the following counsel of record via first-class U.S. Mail, postage pre-paid:

Craig Thor Kimmel, Esquire  
Kimmel & Silveman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
*Attorney for Plaintiff*

  
\_\_\_\_\_  
David F. Ryan, Esquire  
Attorney for Defendant, DaimlerChrysler  
Corporation

FILED  
MAY 21 2001  
AUG 30 2001  
NO  
cc  
KRB  
William A. Shoy  
Prothonotary

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

JOHN NATALIE  
PLAINTIFF

CIVIL DIVISION

00-11-96-CD

v.

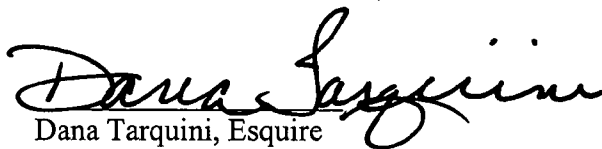
DAIMLERCHRYSLER CORPORATION  
DEFENDANT

Praeceptum for Jury Trial

Filed on behalf of Plaintiff

Counsel for Plaintiff:

KIMMEL & SILVERMAN, P.C.



Dana Tarquini, Esquire  
Identification No. 87843  
30 East Butler Pike  
Ambler, PA 19002  
215-540-8888

FILED

FEB 27 2002

m/1:24 /nacc  
William A. Shaw  
Prothonotary  
Copy CA  
EKS

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

JOHN NATALIE  
PLAINTIFF

CIVIL DIVISION

v.

00-11-96-CD

DAIMLERCHRYSLER CORPORATION  
DEFENDANT

**PRAECIPE FOR JURY TRIAL**

To the Prothonotary:

Plaintiff respectfully requests a Jury Trial. Please schedule this case for the Summer Trial Term, 2002. Plaintiff estimates that this trial will take four days.

Kimmel & Silverman, P.C.

By:

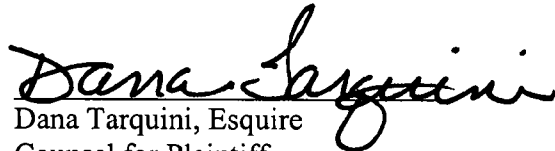
  
Dana Tarquini, Esquire

**CERTIFICATION OF SERVICE**

I, Dana Tarquini, Esquire, counsel for the Plaintiff, hereby certify that, on the dated indicated below, I served true and correct copies of the preceding Praeceptum for a Jury Trial of counsel for Defendant, by first class mail, postage pre-paid at Haddonfield, New Jersey, addressed as follows:

Patricia Monahan, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
USX Tower  
600 Grant Street  
Suite 2900  
Pittsburgh, PA 15219

DATED: February 22, 2002

  
Dana Tarquini, Esquire  
Counsel for Plaintiff



KIMMEL & SILVERMAN, P.C.  
Robert A. Rapkin, Esquire  
Identification No. 61628  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

Attorney for the Plaintiff

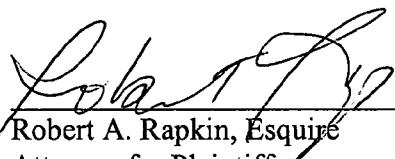
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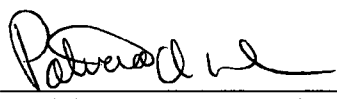
John Natalie	:	Court of Common Pleas
	:	Clearfield County, Pennsylvania
v.	:	
	:	Civil Division
DaimlerChrysler Corporation	:	
	:	00-11-96-CD
	:	

---

**STIPULATION TO CONTINUE**

It is hereby STIPULATED and AGREED between the parties that the above-captioned action be continued to the FALL term so that necessary outstanding discovery may be completed.

BY:   
Robert A. Rapkin, Esquire  
Attorney for Plaintiff  
John Natalie

BY:   
Patricia Monahan, Esquire  
Attorney for the Defendant  
DaimlerChrysler Corporation

**FILED**

MAR 22 2002  
011.491/cc atty  
William A. Shaw  
Prothonotary

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IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOHN NATALIE

:

-vs-


: No. 00-1196-CD

DAIMLERCHRYSLER CORPORATION :

O R D E R

NOW, this 2nd day of April, 2002, this being the date set for Call of the Civil Jury Trial List; upon agreement of both parties, it is the ORDER of this Court that the matter be and is hereby continued until the August 2002 Term of Civil Call.

BY THE COURT,

  
Judge

**FILED**

APR 03 2002

William A. Shaw  
Prothonotary

**FILED**

APR 03 2002

01:54 p.m.

William A. Shaw  
Prothonotary

2cc to Atty Rapkin  
2cc to Atty Monahan

E  
KET

KIMMEL & SILVERMAN  
By: Louis Dobi, Esquire  
Identification No.: 88362  
30 East Butler Street  
Ambler, PA 19002  
(215) 540-8888

Attorney for Plaintiff

JOHN NATALIE

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:

V. :

DAIMLERCHRYSLER CORPORATION

: No. 00-1196-CD

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter as settled, discontinued and ended.


By: 

LOUIS DOBI, ESQUIRE  
Attorney for Plaintiff

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

**FILED**

AUG 21 2002  
M12501 KC atty Dobi  
William A. Shaw  
Prothonotary

Cert. Dis to  
atty  
Copy CA 

COPY

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

John Natalie

Vs.

No. 2000-01196-CD

Daimlerchrysler Corp.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 21, 2002 marked:

Settled, discontinued and ended.

Record costs in the sum of \$80.00 have been paid in full by Louis Dobi, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of August A.D. 2002.



---

William A. Shaw, Prothonotary