

OC-11-96-CD
JOHN MATALIE -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

John 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: \$0.00 (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.

69 JOHN MATALIE : COURT OF COMMON PLEAS
RRI, Box 538 : CLEARFIELD COUNTY
Houtsvalle, PA 16651 :
v. : CIVIL ACTION
119 DAIMLERCHRYSLER CORPORATION : 00-1196-CD
c/o CT Corporation :
1635 Market Street :
Philadelphia, PA 19103 :
119

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
Searched 12:15 PM
William A. Shaw PO
Prothonotary 80-
2 Cents to City BY AIR

CRAIG THOR KIMMEL, Esquire
HEATHER L. STEIN, ESQUIRE
Identification Nos. 57100 and 82744
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Attorneys for Plaintiff

THIS IS AN ARBITRATION
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JOHN MATALIE	:	COURT OF COMMON PLEAS
RR1, Box 538	:	CLEARFIELD COUNTY
Houtsvale, PA 16651	:	
	:	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 nonconformities 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 cause 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

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
24FEB99	26FEB99	9T061	1B7HF13Y5XJ520630				26FEB99	24239
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
16:37	17:33	1999	DODGE RAM 1500		53.00		29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
10	13							

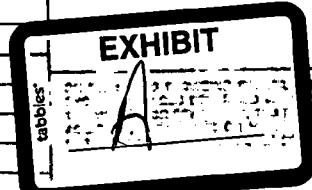
TECH:	TYPE:	HOURS:	LIST/UNIT:	NET/UNIT:	TOTAL:	COST:	SALE:	COMP:
A CHECK FOR HOWLING NOISE AND A CLICKING IN THE ENGINE AREA //								
CAUSE: NOISY								
07201509 DRIVE, FAN Replace (C)								
49 BRAD C. GERMAUX LIC#: 2211								
WAR40 0.50					(N/C)			
1 52027883 DRIVE					(N/C)			
FC: 2X								
PART#: 52027883								
COUNT:								
CLAIM TYPE:								
AUTH. CODE:								
07202000 PULLEY TENSIONER								
49 BRAD C. GERMAUX LIC#: 2211								
WAR40 0.40					(N/C)			
TECH #49 TEST DROVE AND HEARD HOWLING NOISE IN ENGINE AND COULD TELL IT WAS COMING FROM THE PULLEY AREA - TECH CHECKED PULLEY AND ADJUSTED AND SHUT OFF AND RECHECKED AND FOUND FAN CLUTCH HAD ALOT OF PLAY DUE TO A BAD BUSHING IN CLUTCH. TECH REPLACED CLUTCH FAN AND								

	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



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

(SIGNED)

FILE COPY

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

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

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
24FEB99	26FEB99	9T061	1B7HF13Y5XJ520630				26FEB99	24239
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
16:37	17:33	1999	DODGE RAM 1500		53.00		29	29

MILEAGE IN	MILEAGE OUT	LICENSE NO.						
10	13							

TECH.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL	COST	SALE	COMP.
RETESTED AND THERE IS NO NOISE AT THIS TIME.								

Shuster

JOHN NATALIE
RR 1 BOX 538
HOUTZDALE PA 16651

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							

TECH.	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL	COST	SALE	COMP
A	CHECKE ENGINE FOR MISSING WHILE DRIVING DOWN THE ROAD. VINCE IS DRIVING WITH OWNER							
CAUSE: MISSFIRE								
08121593 TSB 18-048-98								
6 VINCE TOTH LIC#:	7966							
WAR40	0.40				(N/C)			
3 56028186	RETAINER-IGNITION CABLE				(N/C)			
2 6503441	CLIP-CRUISE CONTROL				(N/C)			
8 NPN CONV. TUBE					(N/C)			
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
57200	2110	1890	PARTS AMOUNT
11601	3810	*****	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

...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.



JOHN NATALIE
RR 1 BOX 538
HOUTZDALE, PA 16651

SERVICE ADVISOR CONNIE BURKET

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

Fax/696-9052

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 TOTH LIC#: 7966

WAR40

(N/C)

1 4728038AE CABLE PKG

FC: 50

(N/C)

PART#: 4728038AE

COUNT:

CLAIM TYPE:

AUTH CODE:

08170271 Mopar Diagnostic System

Procedure allowance

6 VINCE TOTH LIC#: 7966

WAR40

(N/C)

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

6 VINCE TOTH LIC#: 7966

WAR40

(N/C)

THANK YOU FOR
BRINGING YOUR CAR
TO US FOR SERVICE

PLEASE KEEP THIS
COPY AS EVIDENCE OF
GUARANTEE
COVERAGE

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

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

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



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

814/224-2614 * 814/695-7672

Fax/696-9052

JOHN NATALIE
RR 1 BOX 538
HOUTZDALE, PA 16651

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							

TECH	TYPE	HOURS	LIST/UNIT	NET/UNIT	TOTAL
TECH #6	CHECKED FOR ENGINE MISS - TECH				
PERFORMED COMPLETE TEST OF ENGINE WITH DRB					
AND FOUND NO FAULTS. TECH FOUND VEHICLE					
MISSING AT LIGHT THROTTLE UNDER LOAD. TECH					
INDEXED DISTRUBUTOR AND ADJUSTED PLUG GAP AND					
RETESTED AND SEEKS 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 SQUEEKING NOISE					
ON THE RIGHT SIDE OF THE DASH WHEN GOING					
OVER BUMPS / /					
CAUSE: NOT WELDED/NOISE					
23111601 PANEL, INSTRUMENT-Replace (A)					
6 VINCE TOTH LIC#: 7966					
WAR40				(N/C)	
FC: 67 PART#: COUNT:					
CLAIM TYPE:					
AUTH CODE:					
23111600 TIGHTEN DASH SCREWS					
6 VINCE TOTH LIC#: 7966					
WAR40				(N/C)	

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

THANK YOU FOR
BRINGING YOUR CAR
TO US FOR SERVICE

PLEASE KEEP THIS
COPY AS EVIDENCE OF
GUARANTEE
COVERAGE

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

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PHONE
814-224-2614

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.



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							

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

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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

...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.

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.

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THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
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NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

CUSTOMER COPY

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

DUPLICATE 1 PAGE 1



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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	1B7HF13YXJ520630	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
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 TOTH 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 MUDFLAPS				
	6 VINCE TOTH 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 TOTH LIC#: 7966				
	ISP		(N/C)		
	1 82203772 MAT				
	KIT-FLOOR - FRONT		(N/C)		
	TECH #6 INSTALL ALL 4 MOULDED MUD FLAPS TECH				
	ALSO INSTALLED NEW FLOOR MATS WHICH WERE				
	DAMAGED ON PREVIOUS REPAIR.				

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SIGNED:

CUSTOMER COPY

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

DUPLICATE 1 PAGE 2



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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	LSTHNT	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:					

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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

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

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DUPPLICATE 1 PAGE 3



JOHN NATALIE
RR 1 BOX 538
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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 TOTH 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 TOTH LIC#:	7966	WAR40	(N/C)	(N/C)
1 5ES73RC8AE CARPET				

THANK YOU FOR
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(SIGNED) **CUSTOMER COPY** GENERAL MANAGER OR AUTHORIZED PERSON

DATE

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DUPLICATE 1 PAGE 4



JOHN NATALIE
RR 1 BOX 538
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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	RET/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	

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

THANK YOU FOR
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(SIGNED)

CUSTOMER COPY

DEALER'S GENERAL MANAGER OR AUTHORIZED PERSON

DATE

DUPLICATE 1 PAGE 5



JOHN NATALIE
RR 1 BOX 538
HOOTZDALE, PA 16651

SERVICE ADVISOR CONNIE BURKET

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

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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
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 TOTH 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 TOTH LIC#: 7966					
WAR40				(N/C)	
FC: YG PART#: COUNT:					
CLAIM TYPE:					
AUTH CODE:					
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	

THANK YOU FOR
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(SIGNED)

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GENERAL MANAGER OR AUTHORIZED PERSON

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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:
A	LUBED, OIL/FILTER CHANGE, CHECK ALL BELTS, HOSES, FLUIDS, TIRE PRESSURE				
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				

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

THANK YOU FOR
BRINGING YOUR CAR
TO US FOR SERVICE

PLEASE KEEP THIS
COPY AS EVIDENCE OF
GUARANTEE
COVERAGE

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

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



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	MOJRS.	LST/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

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

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

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

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(SIGNED)

CUSTOMER COPY

GENERAL MANAGER OR AUTHORIZED PERSON

DATE

JOHN NATALIE
RR 1 BOX 538
HOUTZDALE, PA 16651

SERVICE ADVISOR CONNIE BURKET

Shuster  Chrysler/Plymouth/Dodge/Jeep

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

814/224-2614 * 814/695-7672

Fax/696-9052

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
PERFORMED DIAGNOSTIC CHECK AND FOUND NO
CODES. TECH CHECKED FOR TSBS AND FOUND ONE FOR
FLASH PRO-GRAM PCM - TSB #18-36-98

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 (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.



JOHN NATALIE
RR 1 BOX 538
HOOTZDALE, 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							

TECH	TYPE	HOURS	LIST UNIT	NET UNIT	TOTAL
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.					

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** 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 : COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: :
v. : :
: :
DAIMLERCHRYSLER CORPORATION : 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**

RECEIVED
NOV 03 2000

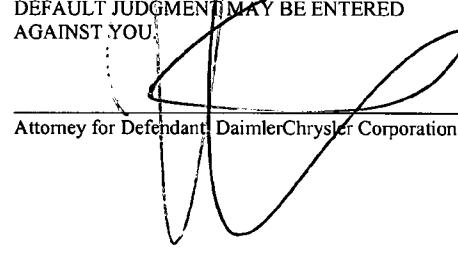
WILLIAM A. GLOW
Prothonotary

FILED

NOV 03 2000

William A. Chow
Prothonotary

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	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
v.	:	
DAIMLERCHRYSLER CORPORATION	:	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 in 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.

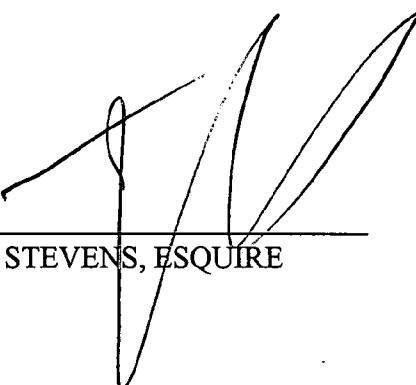
**MARSHALL, DENNEHEY, WARNER,
COLEMAN & COGGIN**

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

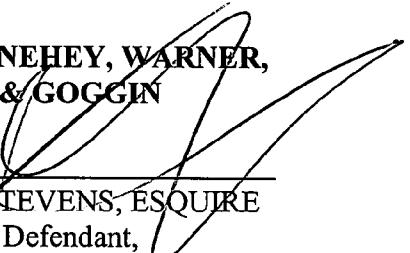
CERTIFICATE OF SERVICE

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 7 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 _____.

Signature of Server

NOV 06 2020

W. A. Shaw
Photographer

Sworn to and subscribed
before me this 9 day
of December, 2000
at Lebanon, Lebanon County,
Lebanon Borough, Lebanon County, Pennsylvania
My Commission Expires on 16, 2002

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
: NO. 00-1196-CD
v. :
: DAIMLERCHRYSLER CORPORATION :
:

FILED

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

NOV 09 2000

William A. Shaw
Prothonotary

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 Stein
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
: NO. 00-1196-CD
: v.
: :
DAIMLERCHRYSLER CORPORATION :

CERTIFICATE OF SERVICE

I, Heather L. Stein, Esquire, counsel for Plaintiff, do
hereby certify that on the 1st 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

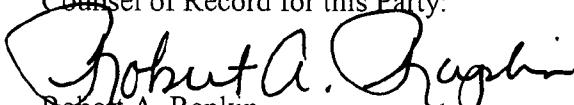
DAIMLERCHRYSLER CORPORATION
Defendant

CIVIL DIVISION
00
AT-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

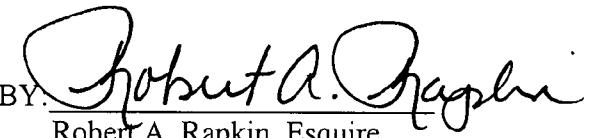
JOHN MATALIE : CIVIL DIVISION
Plaintiff :
VS :
DAIMLERCHRYSLER CORPORATION :
Defendant :

PRAECIPE FOR A JURY TRIAL

TO THE PROTHONOTARY:

Plaintiff's Counsel respectfully requests a Jury Trial.

KIMMEL & SILVERMAN, P.C.

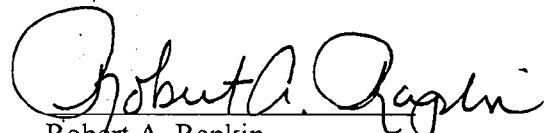
BY: 
Robert A. Rapkin, Esquire

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 Praeclipe 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

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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

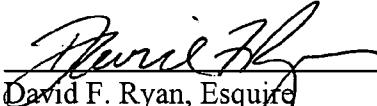


David F. Ryan, Esquire
2900 USX Tower
600 Grant Street
Pittsburgh, PA 15219

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 NO
AUG 3 1967
William A. Shad
Prothonotary

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

JOHN NATALIE
PLAINTIFF

CIVIL DIVISION

v.

00-11-96-CD

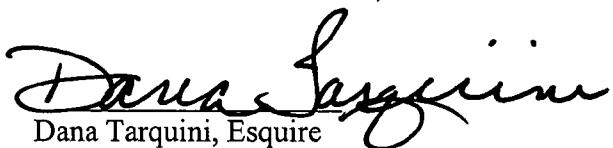
DAIMLERCHRYSLER CORPORATION
DEFENDANT

Praeclipe 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

11:24 Inoc
William A. Shaw
Prothonotary Copy CA
Ex-Ex

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

JOHN NATALIE	:	CIVIL DIVISION
PLAINTIFF	:	
	:	
	:	00-11-96-CD
V.	:	
	:	
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 Praeclipe 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

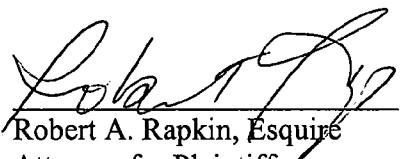
Attorney for the Plaintiff

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

STIPULATION TO CONTINUE

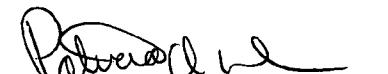
It is hereby STIPULATED and AGREED between the parties that the above-captioned action be continued to the FALL term so that necessary outstanding discovery may be completed.

BY:



Robert A. Rapkin, Esquire
Attorney for Plaintiff
John Natalie

BY:



Patricia Monahan, Esquire
Attorney for the Defendant
DaimlerChrysler Corporation

FILED

MAR 22 2002

011491/CC/atty
William A. Shaw
Prothonotary

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOHN NATALIE :

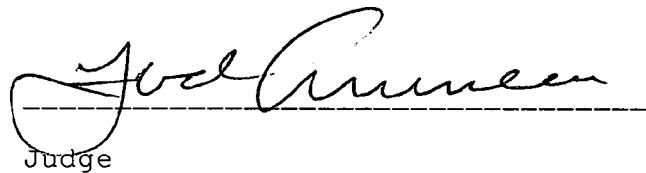
-vs- : No. 00-1196-CD

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

01254 p.m

William A. Shaw
Prothonotary

2cc to Atty Rapkin
2cc to Atty monahan

Q
KPT

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
M2801 KC atty Dobi
William A. Shaw
Prothonotary

Cert. Dist to

atty

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COPY

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

CIVIL DIVISION

John Natalie

Vs.
Daimlerchrysler Corp.

No. 2000-01196-CD

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