

01-1160-CD

Sheetz Inc vs Central VW Inc. al

10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

CIVIL DIVISION

Plaintiff

No. 81-1140-CJ

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC. and CLIFFORD W.
HAMILTON,

Defendants

**PRAECIPE FOR WRIT OF SUMMONS
IN CIVIL ACTION**

Filed on behalf of:
Plaintiff

Counsel of Record for this party:
Alexander P. Bicket
Pa. I.D. #53428

**ZIMMER KUNZ
PROFESSIONAL LIMITED LIABILITY
COMPANY**
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

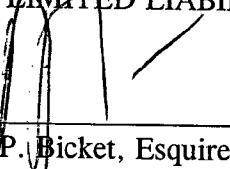
JURY TRIAL DEMANDED

PRAECIPE FOR WRIT OF SUMMONS IN CIVIL ACTION

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly issue a Writ of Summons in Civil Action upon the defendants, Central Volkswagen, Inc., Central VW, Inc., Volkswagen of America, Inc., Winnebago Industries, Inc. and Clifford W. Hamilton.

ZIMMER KUNZ
PROFESSIONAL LIMITED LIABILITY COMPANY

By: 
Alexander P. Bicket, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

Sheetz, Inc.

Vs.

NO.: 2001-01160-CD

Central Volkswagen, Inc.
Central VW, Inc., Volkswgen of
America, Inc., Winnebago Industries, Inc.
Clifford W. Hamilton

TO: **CENTRAL VOLKSWAGEN, INC.**
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO INDUSTRIES, INC.
CLIFFORD W. HAMILTON

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 07/19/2001

William A. Shaw
Prothonotary

Issuing Attorney:

Alexander P. Bicket

Pittsburgh, PA 15219

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11294

SHEETZ, INC.

01-1160-CD

VS.

CENTRAL VOLKSWAGEN, INC. AI

SUMMONS

SHERIFF RETURNS

**NOW JULY 25, 2001 AT 2:38 PM DST SERVED THE WITHIN SUMMONS ON
CENTRAL VW, INC., DEFENDANT AT EMPLOYMENT, RD # 1, BOX 322, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK ROSENBURG,
OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN
TO HIM THE CONTENTS THEREOF.**

SERVED BY: SNYDER

**NOW JULY 25, 2001 AT 2:38 PM DST SERVED THE WITHIN SUMMONS ON
CENTRAL VOLKSWAGEN, INC., DEFENDANT AT EMPLOYMENT, RD # 1, BOX 322,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK ROSENBURG,
OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.**

SERVED BY: SNYDER

Return Costs

Cost	Description
36.69	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED
01230 SN
JUL 31 2001
KEY

**William A. Shaw
Prothonotary**

Sworn to Before Me This

31st Day Of July 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Maelyn Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and
CLIFFORD W. HAMILTON,

Defendants.

No. 2001-01160-CD

TYPE OF PLEADING:
**PRAECIPE FOR ENTRY OF
APPEARANCE**

TYPE OF CASE: CIVIL
FILED ON BEHALF OF:
DEFENDANT HAMILTON

COUNSEL OF RECORD FOR
FOR THIS PARTY:
JAMES M. HORNE, ESQ.
I.D. NO. 26908
KATHERINE V. OLIVER, ESQ.
I.D. NO. 77069
McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.
811 University Drive
State College, PA 16801
PH# (814) 238-4926
FAX#(814) 238-9624

FILED

AUG 06 2001

~18:30 (wms)
William A. Shaw
Prothonotary

No C/C

WMS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

SHEETZ, INC.,

: No. 2001-01160-CD

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and
CLIFFORD W. HAMILTON,

Defendants.

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter our appearance on behalf of the Defendant, CLIFFORD W. HAMILTON, in
the above-captioned matter.

We are authorized to accept service on behalf of Clifford W. Hamilton.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

John A. Sylw
— Vor —

Dated: August 2, 2001

By: _____

James M. Horne, Esquire
I.D. No. 26908
Katherine V. Oliver, Esquire
I.D. No. 77069
811 University Drive
State College, PA 15801
(814) 238-4926

Attorneys for Defendant Hamilton

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

SHEETZ, INC., : No. 2001-01160-CD

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and
CLIFFORD W. HAMILTON,

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of our Praecipe for Entry of Appearance on behalf of Defendant Clifford W. Hamilton, in the above-captioned matter was mailed by U.S. First Class Mail, postage prepaid, on this 3rd day of August, 2001, to the attorneys/parties of record:

Alexander P. Bicket, Esquire
Zimmer Kunz, P.L.L.C.
3300 USX Tower
Pittsburgh, PA 15219-2702
(412) 281-8000
(for Plaintiff)

Central Volkswagen, Inc.
Route 322, Box 445
Trooper Boulevard
DuBois, PA 15801
(814) 583-5121

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: _____

John A. Lynn
James M. Horne, Esquire
I. D. No. 26908
Katherine V. Oliver, Esquire
I.D. No. 77069
811 University Drive
State College, PA 16801
(814) 238-4926
Attorneys for Defendant Hamilton

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

CIVIL DIVISION

Plaintiff

No. 2001-01160-CD

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC. and CLIFFORD W.
HAMILTON,

**AFFIDAVIT OF SERVICE OF WRIT OF
SUMMONS IN CIVIL ACTION ON
DEFENDANT VOLKSWAGEN OF
AMERICA, INC.**

Filed on behalf of:
Plaintiff

Counsel of Record for this party:
Alexander P. Bicket
Pa. I.D. #53428

JURY TRIAL DEMANDED

ZIMMER KUNZ
PROFESSIONAL LIMITED LIABILITY
COMPANY
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

FILED

AUG 06 2001

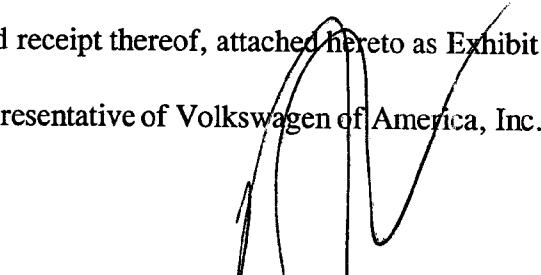
William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS:
: :

Counsel for Plaintiff, Sheetz, Inc. served upon Defendant, **VOLKSWAGEN OF AMERICA, INC.**, a Writ of Summons in regard to the within lawsuit. This service was accomplished via certified mail, return receipt requested, pursuant to the Pennsylvania Rules of Civil Procedure. As evidence of service and receipt thereof, attached hereto as Exhibit "A" is a certified mail, return receipt signed by a representative of Volkswagen of America, Inc.

Date: 8/2/01


Alexander P. Bicket, Esquire
Counsel for Plaintiff, Sheetz, Inc.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY OF
AUGUST, 2001.



NOTARY PUBLIC

Notarial Seal Linda M. Klug, Notary Public Pittsburgh, Allegheny County My Commission Expires Jan. 27, 2004
--

Member, Pennsylvania Association of Notaries

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI
48326

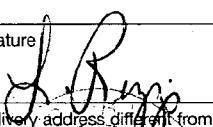
2. Article Number (Copy from service label)

7001 0320 0002 3866 3069

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature



Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-C0-M-0952

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS has been served upon the following parties as addressed below by mailing same by United States First Class mail, postage prepaid this 2nd day of August, 2001.

Central Volkswagen, Inc.
R.D. #1, Box 322
P.O. Box 445
DuBois, PA 15801

Central VW, Inc.
R.D. #1, Box 322
P.O. Box 445
DuBois, PA 15801

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Winnebago Industries, Inc.
605 W. Crystal Lake Road
Forest City, IA 50436

Clifford W. Hamilton
1501 West Third Street
Apartment 1
Jamestown, NY 14701

ZIMMER KUNZ, PLLC

BY

ALEXANDER P. BICKET, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC. and CLIFFORD W.
HAMILTON,

Defendants

JURY TRIAL DEMANDED

CIVIL DIVISION

No. 2001-01160-CD

**AFFIDAVIT OF SERVICE OF WRIT OF
SUMMONS IN CIVIL ACTION ON
DEFENDANT CLIFFORD W. HAMILTON**

Filed on behalf of:
Plaintiff

Counsel of Record for this party:
Alexander P. Bicket
Pa. I.D. #53428

**ZIMMER KUNZ
PROFESSIONAL LIMITED LIABILITY
COMPANY**
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

FILED
APR 3 2001

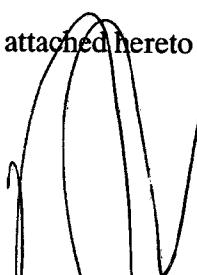
William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :
:

Counsel for Plaintiff, Sheetz, Inc. served upon Defendant, **CLIFFORD W. HAMILTON**, a Writ of Summons in regard to the within lawsuit. This service was accomplished via certified mail, return receipt requested, pursuant to the Pennsylvania Rules of Civil Procedure. As evidence of service and receipt thereof, attached hereto as Exhibit "A" is a certified mail, return receipt signed by Clifford W. Hamilton

Date: 8/2/01


Alexander P. Bicket, Esquire
Counsel for Plaintiff, Sheetz, Inc.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY OF
AUGUST, 2001.


NOTARY PUBLIC

Notarial Seal Linda M. Klug, Notary Public Pittsburgh, Allegheny County My Commission Expires Jan. 27, 2004
Member, Pennsylvania Association of Notaries

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clifford W. Hamilton
1501 West Third Street
Apartment 1
Jamestown, NY 14701

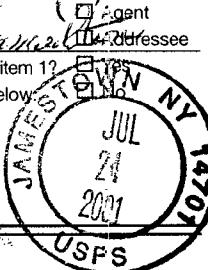
COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
---------------------------------------	---------------------

C. Signature

Clifford W. Hamilton Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below:



3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7001 0320 0002 3866 3076

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS has been served upon the following parties as addressed below by mailing same by United States First Class mail, postage prepaid this 2nd day of August, 2001.

Central Volkswagen, Inc.
R.D. #1, Box 322
P.O. Box 445
DuBois, PA 15801

Central VW, Inc.
R.D. #1, Box 322
P.O. Box 445
DuBois, PA 15801

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Winnebago Industries, Inc.
605 W. Crystal Lake Road
Forest City, IA 50436

Clifford W. Hamilton
1501 West Third Street
Apartment 1
Jamestown, NY 14701

ZIMMER KUNZ, PLLC

BY _____
ALEXANDER P. BICKET, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

CIVIL DIVISION

Plaintiff

No. 2001-01160-CD

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC. and CLIFFORD W.
HAMILTON,

**AFFIDAVIT OF SERVICE OF WRIT OF
SUMMONS IN CIVIL ACTION ON
DEFENDANT WINNEBAGO
INDUSTRIES, INC.**

Filed on behalf of:
Plaintiff

Counsel of Record for this party:
Alexander P. Bicket
Pa. I.D. #53428

JURY TRIAL DEMANDED

**ZIMMER KUNZ
PROFESSIONAL LIMITED LIABILITY
COMPANY**
Firm #920
3300 USX Tower
Pittsburgh, PA 15219

(412) 281-8000

FILED

AUG 06 2001

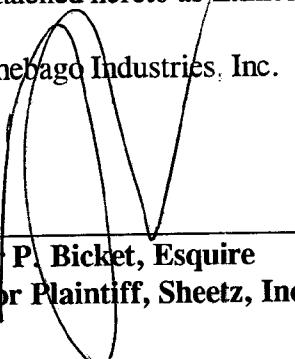
**William A. Shaw
Prothonotary**

AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

Counsel for Plaintiff, Sheetz, Inc. served upon Defendant, **WINNEBAGO INDUSTRIES, INC.**, a Writ of Summons in regard to the within lawsuit. This service was accomplished via certified mail, return receipt requested, pursuant to the Pennsylvania Rules of Civil Procedure. As evidence of service and receipt thereof, attached hereto as Exhibit "A" is a certified mail, return receipt signed by a representative of Winnebago Industries, Inc.

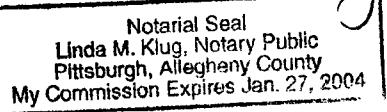
Date: 8/2/01


Alexander P. Bicket, Esquire
Counsel for Plaintiff, Sheetz, Inc.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY OF
AUGUST, 2001.



NOTARY PUBLIC



Member, Pennsylvania Association of Notaries

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Winnebago Industries, Inc.
60 S W. Crystal Lake Rd.
Forest City, IA
50436

2. Article Number (Copy from service label)

7001 0320 0002 3866 3182

COMPLETE THIS SECTION ON DELIVERYA. Received by (Please Print Clearly) Phil Stump B. Date of DeliveryC. Signature Phil StumpD. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS has been served upon the following parties as addressed below by mailing same by United States First Class mail, postage prepaid this 24th day of August, 2001.

Central Volkswagen, Inc.
R.D. #1, Box 322
P.O. Box 445
DuBois, PA 15801

Central VW, Inc.
R.D. #1, Box 322
P.O. Box 445
DuBois, PA 15801

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Winnebago Industries, Inc.
605 W. Crystal Lake Road
Forest City, IA 50436

Clifford W. Hamilton
1501 West Third Street
Apartment 1
Jamestown, NY 14701

ZIMMER KUNZ, PLLC

BY ALEXANDER P. BICKET, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff

CIVIL DIVISION

No. 2001-1160, C.D.

VS.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants

TYPE OF PLEADING:

PRAECIPE FOR APPEARANCE

Filed on Behalf of Defendants:

CENTRAL VOLKSWAGEN, INC. and
CENTRAL VW, INC.

Counsel of Record for This Party:

SCOTT E. BECKER, ESQUIRE
PA I.D. #19671

Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, Pennsylvania 15222
(412) 263-3360

FILED

AUG 16 2001

JURY TRIAL DEMANDED

William A. Shaw
Prothonotary

FILED
m 13 17
AUG 13 2001

William A. Shaw
Prothonotary

1cc - AHS
G. Becker

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants.

CIVIL DIVISION

No. 2001-1160, C.D.

PRAECIPE FOR APPEARANCE

Filed on behalf of Defendant, Winnebago
Industries, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

FILED
SEP 05 2001
WILLIAM A. SHAW
CLERK OF COURT

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

SHEETZ, INC.,)
Plaintiff,)
v.)
CENTRAL VOLKSWAGEN, INC.,)
CENTRAL VW, INC., VOLKSWAGEN OF)
AMERICA, INC., WINNEBAGO)
INDUSTRIES, INC., and CLIFFORD W.)
HAMILTON,)
Defendants)
No. 2001-1160, C.D.

PRAECIPE FOR APPEARANCE

TO: William A. Shaw, Prothonotary

Kindly enter our appearance on behalf of the Defendant, Winnebago Industries, Inc., in the above-captioned action.

A JURY TRIAL IS DEMANDED.

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON

By: Clem C. Trischler
Clem C. Trischler, Esquire
Pa. I.D. #52957
The Thirty-Eighth Floor
One Oxford Center
Pittsburgh, PA 15219

(412) 263-2000

Attorneys for Defendant, Winnebago
Industries, Inc.

CERTIFICATE OF SERVICE

I, Clem C. Trischler, Esquire, do hereby certify that a true and correct copy of the within **PRAECIPE FOR APPEARANCE** has been served on all parties listed below by placing same in the U.S. mail, first class postage prepaid, this 4th day of September, 2001:

Alexander P. Bicket, Esquire
Zimmer Kunz, PLLC
3300 USX Tower
Pittsburgh, PA 15219
Counsel for Plaintiff

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
Counsel for Defendants, Central Volkswagen, Inc.
and Central VW, Inc.

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Clifford W. Hamilton
1501 West Third Street, Apartment #1
Jamestown, NJ 14701



Clem C. Trischler, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants.

CIVIL DIVISION

No. 2001-1160, C.D.

**PRAECIPE FOR RULE TO FILE
COMPLAINT**

Filed on behalf of Defendant, Winnebago
Industries, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

RECEIVED
CLERK OF COURT
CLEARFIELD COUNTY, PA

SE 66 2001

William A. Shaw
Prothonotary

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

PRAECIPE FOR RULE TO FILE COMPLAINT

TO: William A. Shaw, Prothonotary

Kindly issue a Rule compelling the plaintiff, Sheetz, Inc., to file a Complaint in the above-captioned action within twenty (20) days.

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON

By: Clem C. Trischler
Clem C. Trischler, Esquire
Pa. I.D. #52957
The Thirty-Eighth Floor
One Oxford Center
Pittsburgh, PA 15219

(412) 263-2000

Atorneys for Defendant, Winnebago
Industries, Inc.

CERTIFICATE OF SERVICE

I, Clem C. Trischler, Esquire, do hereby certify that a true and correct copy of the within **PRAECIPE FOR RULE TO FILE COMPLAINT** has been served on all parties listed below by placing same in the U.S. mail, first class postage prepaid, this 4th day of September, 2001:

Alexander P. Bicket, Esquire
Zimmer Kunz, PLLC
3300 USX Tower
Pittsburgh, PA 15219
Counsel for Plaintiff

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
Counsel for Defendants, Central Volkswagen, Inc.
and Central VW, Inc.

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Clifford W. Hamilton
1501 West Third Street, Apartment #1
Jamestown, NJ 14701



Clem C. Trischler, Esquire

COPY

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

Sheetz, Inc.

Vs.

Case No. #2001-01160-CD

Central Volkswagen, Inc.
Central VW, Inc.
Winnebago Industries, Inc.
Clifford W. Hamilton
Volkswagen of America, Inc.

RULE TO FILE COMPLAINT

TO: Sheetz, Inc.

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

William A. Shaw, Prothonotary

Dated: September 6, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants.

CIVIL DIVISION

No. 2001-1160, C.D.

PROOF OF SERVICE

Filed on behalf of Defendant, Winnebago
Industries, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

FILED

SEP 21 2001

William A. Shaw
Prothonotary

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

PROOF OF SERVICE

TO: William A. Shaw, Prothonotary

The undersigned, Clem C. Trischler, Esquire, of Pietragallo, Bosick & Gordon, hereby certifies that the Rule issued by the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, was duly served upon counsel for the Plaintiff, Alexander P. Bicket, Esquire, by United States Certified Mail, Return Receipt Request, on the 17th day of September, 2001. Attached hereto and marked as Exhibit "A" is a true and correct copy of the Return Receipt evidencing delivery of the Rule.

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON

By: Clem C. Trischler

Clem C. Trischler, Esquire
Pa. I.D. #52957
The Thirty-Eighth Floor
One Oxford Center
Pittsburgh, PA 15219
(412) 263-2000
Attorneys for Defendant, Winnebago
Industries, Inc.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alexander P. Bicket, Esq.
Zimmer Kunz
3300 USX Tower
Pittsburgh, PA 15219

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

9-17

C. Signature

X *Wendy L. Bick*

Agent
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes
 No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number (Copy from service label)

Z 197 585 766

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Clem C. Trischler, Esquire
Pietragallo, Bosick & Gordon
The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

CS 49065

SEP 18 2001

EXHIBIT**A**

CERTIFICATE OF SERVICE

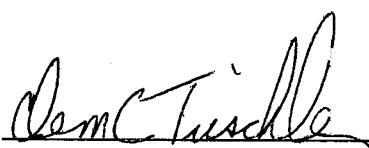
I, Clem C. Trischler, Esquire, do hereby certify that a true and correct copy of the within **PROOF OF SERVICE** has been served on all parties listed below by placing same in the U.S. mail, first class postage prepaid, this 19TH day of September, 2001:

Alexander P. Bicket, Esquire
Zimmer Kunz, PLLC
3300 USX Tower
Pittsburgh, PA 15219
Counsel for Plaintiff

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
Counsel for Defendants, Central Volkswagen, Inc.
and Central VW, Inc.

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

James M. Horne, Esquire
McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801
Counsel for Defendant, Clifford W. Hamilton



Clem C. Trischler, Esquire

LAW OFFICES OF RAYMOND T. LE BON, P.C.
BY: Raymond T. Le Bon, Esquire
I.D. No.: 49384
1819 J.F.K. Boulevard, Suite 300
Philadelphia, PA 19103
(215) 569 9860

ATTORNEY FOR DEFENDANT
VOLKSWAGEN OF AMERICA, INC.

SHEETZ, INC. : COURT OF COMMON PLEAS
CLEARFIELD COUNTY

v. : :

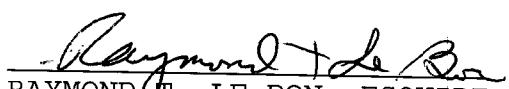
CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO : NO.: 2001-1160, C.D.
INDUSTRIES, INC. and CLIFFORD
W. HAMILTON

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of defendant Volkswagen
of America, Inc. only in the above matter.

LAW OFFICES OF RAYMOND T. LE BON, P.C.


RAYMOND T. LE BON, ESQUIRE

FILED

OCT 09 2001
M121221no re
Tom A. Shaw
Prothonotary GPK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., AND
CLIFFORD W. HAMILTON

Defendants.

CIVIL DIVISION

No. 2001-1160, CD

COMPLAINT

Filed on behalf of:
SHEETZ, INC., Plaintiff

Counsel of Record for This Party:
Alexander P. Bicket, Esquire
Pa. I.D. #53428

ZIMMER KUNZ PLLC
Firm #920
3300 USX Tower
Pittsburgh, PA 15219
(412) 281-8000

FILED

NOV 01 2001

m 11/321 no cc

William A. Shaw

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.

CIVIL DIVISION

Plaintiff,

No. 2001-1160, CD

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., AND
CLIFFORD W. HAMILTON,

Defendants.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

OFFICE OF THE COURT ADMINISTRATOR
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
Phone: (814) 765-2641, Extension 5982

COMPLAINT

AND NOW comes the Plaintiff, Sheetz, Inc., by and through its attorneys, Zimmer Kunz, PLLC and Alexander P. Bicket, Esquire and files the within Complaint in Civil Action and in support thereof sets forth as follows.

1. The Plaintiff, Sheetz, Inc., is a Pennsylvania Corporation with its principal place of business located at 5700 Sixth Avenue, Altoona, Pennsylvania 16602.

2. The Defendant, Central Volkswagen, Inc., is a Pennsylvania Corporation with its principal place of business located at Route 322, Box E, DuBois, Pennsylvania 15801.

3. The Defendant, Central VW, Inc., is a Pennsylvania Corporation with its principal place of business located at Route 322, Box E, DuBois, Pennsylvania 15801.

4. The Defendant, Volkswagen of America, Inc., is a corporation licensed to do business in Pennsylvania with its principal place of business located at 600 Sylvan Avenue, Englewood, New Jersey 07632.

5. The Defendant, Winnebago Industries, Inc., is a corporation licensed to do business in Pennsylvania and with its principal place of business located at P.O. Box 152, Forest City, Iowa 50436.

6. The Defendant, Clifford W. Hamilton, is an adult individual residing at 1501 West Third Street, Apartment 1, Jamestown, New York 14701.

7. At all times relevant hereto, the Defendants, Central VW, Inc., Central Volkswagen, Inc., Winnebago Industries, Inc. and Volkswagen of America, Inc. were acting

through their employees, agents and representatives who were in the course and scope of their employment.

8. At all times relevant hereto, Defendant Volkswagen of America, Inc. was the designer, manufacturer, supplier, distributor and seller of the Winnebago motor home vehicle and/or the engine and all related mechanical parts thereof, (hereinafter "vehicle") which vehicle was owned and operated by Defendant Clifford W. Hamilton.

9. Defendant Central Volkswagen, Inc. is a local authorized repair service center for, among other things, Volkswagen products, and performed certain work on the vehicle at various times prior to July 23, 1999.

10. Defendant Winnebago Industries, Inc. designed, manufactured, supplied, distributed and sold various portions of the vehicle which was owned and operated by Defendant Clifford W. Hamilton on or about July 23, 1999.

11. On or about July 23, 1999 the Defendant Clifford W. Hamilton was the owner of the vehicle, which had been serviced and/or repaired at the business of Defendants Central VW, Inc. and Central Volkswagen, Inc.

12. Prior to July 23, 1999 the Defendant Clifford W. Hamilton experienced mechanical problems with his vehicle and had taken it to Defendants Central VW, Inc. and Central Volkswagen, Inc.'s place of business for repairs and maintenance.

13. The Defendant Clifford W. Hamilton's vehicle remained at Defendants Central VW, Inc. and Central Volkswagen, Inc.'s place of business for approximately one week during which time Defendants Central VW, Inc. and Central Volkswagen, Inc. made repairs to

Defendant Clifford W. Hamilton's vehicle, which repairs included, but were not limited to, correcting problems with the vehicle's fuel line which was cracked or had a hole in it.

14. On or about July 23, 1999 the Defendant, Clifford W. Hamilton, picked up his vehicle at the place of business of Defendants Central VW, Inc. and Central Volkswagen, Inc. and drove it to the Plaintiff's place of business located at DuBois, Pennsylvania.

15. After picking up his vehicle at Defendants Central VW, Inc. and Central Volkswagen, Inc.'s place of business on July 23, 1999, the Defendant, Clifford W. Hamilton, drove said vehicle to Plaintiff's place of business in DuBois, Pennsylvania, pulled into the pumps and shut off his vehicle's ignition.

16. After pumping gasoline, the Defendant, Clifford W. Hamilton, noticed smoke and/or steam and/or fire coming out from under the engine, which smoke and steam developed into a fire.

17. Said fire was directly and proximately caused by the conduct of the Defendants as more fully set forth below.

18. As a direct and proximate result of the fire which was caused by the negligence of the Defendants, the Plaintiff suffered extensive damages to its property as well as lost profits.

COUNT 1 - NEGLIGENCE
SHEETZ, INC. V. CENTRAL VOLKSWAGEN, INC. and CENTRAL VW, INC.

19. The averments of Paragraphs 1 through 18 of Plaintiff's Complaint are incorporated herein by reference as if more fully set forth herein at length.

20. The damages previously set forth are the direct and proximate result of the negligence, carelessness and recklessness of Defendants Central Volkswagen, Inc. and Central VW, Inc., both in general and in the following particulars:

- a. in failing to repair, or properly repair, the vehicle prior to delivering it to its owner;
- b. in failing to inspect the repairs performed when Defendants knew or should have known that the repairs were done in a negligent manner;
- c. in failing to warn the owner of the vehicle that, upon delivery of the vehicle to the owner, said vehicle had not been repaired as required;
- d. in negligently hiring individuals who were incapable of fixing said vehicle;
- e. in failing to warn the vehicle's owner that the vehicle was in a defective condition rendering it unsafe to operate when said conditions were well known to Defendants;
- f. in failing to properly inspect and test its repairs to the vehicle in order to insure that the same were done in a good and workmanlike manner and that the vehicle was safe to operate.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment in its favor and against all parties with costs sustained.

COUNT II - NEGLIGENCE
SHEETZ, INC. V. VOLKSWAGEN OF AMERICA, INC.

21. The averments of Paragraphs 1 through 20 of Plaintiff's Complaint are incorporated herein by reference as if the same were more fully set forth herein.

22. The damages complained of by the Plaintiff herein were solely and proximately caused by the negligence, recklessness and carelessness of Defendant Volkswagen of America, Inc. in general and in the following particulars:

- a. in failing to properly and thoroughly instruct Defendants Central Volkswagen, Inc. and Central VW, Inc. with regard to the correct procedures to be utilized in repairing the vehicle;
- b. in failing to adequately warn Defendants Central Volkswagen, Inc. and Central VW, Inc. of the dangers presented in the event that the Defendants Central Volkswagen, Inc. and Central VW, Inc. did not properly repair the vehicle;
- c. in designing, manufacturing and distributing a vehicle which had a defective engine, including but not limited to, a defective fuel line and/or fuel system.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment in its favor and against all parties with costs sustained.

COUNT III- BREACH OF WARRANTY
SHEETZ, INC. V. VOLKSWAGEN OF AMERICA, INC.

23. Plaintiff incorporates herein by reference each and every allegation of the foregoing Complaint as if the same were more fully set forth herein at length.

24. Defendant Volkswagen of America, Inc. warranted that the vehicle and/or its component parts were of merchantable quality and were fit for the purpose and uses for which they were intended.

25. These warranties were relied on by the purchasers and users of said Volkswagen vehicle.

26. By reason of its defective condition, the Volkswagen vehicle was not of merchantable quality and was not fit for its intended use.

27. The defects existed at the time the Defendant Volkswagen of America, Inc. distributed, sold or otherwise placed said Volkswagen vehicle and/or its component parts into the stream of commerce.

28. The defects also existed after such time as Central Volkswagen, Inc. and Central VW, Inc. performed the service and/or repair and/or maintenance work to said vehicle.

29. Defendant Volkswagen of America breached such warranties by distributing, selling or otherwise placing said vehicle into the stream of commerce in its defective condition.

30. Defendant Volkswagen of America, Inc.'s breach of warranty caused the damages as set forth above.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment against Defendant, Volkswagen of America, Inc., with costs sustained.

COUNT IV – PRODUCT LIABILITY
SHEETZ, INC. V. VOLKSWAGEN OF AMERICA, INC.

31. Plaintiff incorporates herein by reference each and every allegation of the foregoing Complaint as if the same were more fully set forth herein at length.

32. At all times relevant hereto, the Defendant, Volkswagen of America, Inc. designed, manufactured, promoted, distributed, advertised and supplied, sold or otherwise placed into the stream of commerce the vehicle, expecting that these vehicles and/or their component

parts to reach their ultimate users and consumers in the condition in which they were manufactured, sold and placed into the stream of commerce.

33. The vehicle did in fact reach its owner, Defendant Clifford W. Hamilton in substantially the same condition in which it was placed into the stream of commerce by Defendant Volkswagen of America, Inc.

34. As of the time of the incident, the Defendant Clifford W. Hamilton was using the vehicle for its intended and foreseeable use.

35. At the time of its placement into the stream of commerce the vehicle and/or its component parts were in a defective condition by reason of their design and/or manufacture, and by reason of the absence of proper warnings, warning devices, guards, notice and instructions to users and consumers.

36. The defects or defective condition of the vehicle and/or its component parts were the cause of, or a substantial factor in causing Plaintiff's damages.

37. At the time of its placement into the stream of commerce and at the time of its use by Defendant Clifford W. Hamilton, as aforesaid, the vehicle was in a defective condition, including but not limited to the following defects in design, manufacture and warnings:

- a. in failing to properly and adequately design the vehicle;
- b. in failing to properly and adequately manufacture the vehicle;
- c. in failing to properly and adequately fabricate, assemble, transport, package and/or distribute the vehicle;

- d. in failing to adequately warn of the dangerous nature of the vehicle and/or the latent dangers in utilizing the aforesaid vehicle, which constituted the defective condition;
- e. in allowing the vehicle to be utilized when such lacked the necessary elements to make it safe for its intended use;
- f. in placing into the stream of commerce a vehicle containing a condition or conditions making it unsafe for its intended use;
- g. in breaching its duty to insure that the vehicle was in a condition safe for its intended use at the time that it left Defendant's control, as well as the time when Defendant Clifford W. Hamilton utilized the vehicle;
- h. in manufacturing, fabricating, supplying, designing, assembling, transporting, distributing and/or selling the vehicle when it knew or should have known of its latent defects and in failing to warn of those defects in the product;
- i. in failing to design the aforesaid vehicle in such a manner so as to avoid and/or minimize the extreme risk of injury to property;
- j. in failing to adequately or sufficiently warn of the danger of the vehicle injuring the property of places of business such as the Plaintiff;
- k. in failing to adequately and sufficiently test and inspect the vehicle;
- l. in failing to incorporate adequate safety devices in the design of the manufacture and/or assembly of the vehicle;
- m. in failing to incorporate into the design and manufacture of the vehicle proper devices that would have prevented the vehicle from catching fire;
- n. in designing, manufacturing and/or selling the vehicle in a defective condition which caused it to malfunction and cause damages to the Plaintiff;

- o. in failing to adequately warn or instruct users and consumers regarding the proper use of the vehicle.

38. By reason of the facts and circumstances as stated herein above, Plaintiff Sheetz, Inc. is entitled to rely upon §402(a) of the Restatement Second of Torts and the malfunction theory approving products liability and hereby pleads the same.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment against the Defendant, Volkswagen of America, Inc. in excess of \$30,000.00

COUNT V - NEGLIGENCE
SHEETZ, INC. V. WINNEBAGO INDUSTRIES, INC.

39. Plaintiff incorporates herein by reference each and every allegation of the foregoing Complaint as if the same were more fully set forth herein at length.

40. Plaintiff's damages were solely and proximately caused by the negligence, recklessness and carelessness of Defendant Winnebago Industries, Inc. in general and in the following particulars

- a. in negligently and defectively designing the component parts of the Volkswagen vehicle including but not limited to the vehicle's fuel line and fuel system in such a way that they were prone to breakage.
- b. in failing to provide adequate warnings with regard to the dangers inherent in the use of a vehicle with a defective gas line and fuel system.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment against Defendant, Winnebago Industries, Inc., with costs sustained.

COUNT VI – PRODUCT LIABILITY
SHEETZ, INC. V. WINNEBAGO INDUSTRIES, INC.

41. Plaintiff incorporates herein by reference each and every allegation of the foregoing Complaint as if the same were more fully set forth herein at length.

42. At all times relevant hereto, the Defendant, Winnebago Industries, Inc. designed, manufactured, promoted, distributed, advertised and supplied, sold or otherwise placed into the stream of commerce the vehicle, expecting that these vehicles and/or their component parts to reach their ultimate users and consumers in the condition in which they were manufactured, sold and placed into the stream of commerce.

43. The vehicle did in fact reach its owner, Defendant Clifford W. Hamilton in substantially the same condition in which it was placed into the stream of commerce by Defendant Winnebago Industries, Inc.

44. As of the time of the incident, the Defendant Clifford W. Hamilton was using the vehicle for its intended and foreseeable use.

45. At the time of its placement into the stream of commerce the vehicle and/or its component parts were in a defective condition by reason of their design and/or manufacture, and by reason of the absence of proper warnings, warning devices, guards, notice and instructions to users and consumers.

46. The defects or defective condition of the vehicle and/or its component parts were the cause of, or a substantial factor in causing Plaintiff's damages.

47. At the time of its placement into the stream of commerce and at the time of its use by Defendant Clifford W. Hamilton, as aforesaid, the vehicle was in a defective

condition, including but not limited to the following defects in design, manufacture and warnings:

- a. in failing to properly and adequately design the vehicle;
- b. in failing to properly and adequately manufacture the vehicle;
- c. in failing to properly and adequately fabricate, assemble, transport, package and/or distribute the vehicle;
- d. in failing to adequately warn of the dangerous nature of the vehicle and/or the latent dangers in utilizing the aforesaid vehicle, which constituted the defective condition;
- e. in allowing the vehicle to be utilized when such lacked the necessary elements to make it safe for its intended use;
- f. in placing into the stream of commerce a vehicle contain a condition or conditions making it unsafe for its intended use;
- g. in breaching its duty to insure that the vehicle was in a condition safe for its intended use at the time that it left Defendant's control, as well as the time when Defendant Clifford W. Hamilton, utilized the vehicle;
- h. in manufacturing, fabricating, supplying, designing, assembling, transporting, distributing and/or selling the vehicle when it knew or should have known of its latent defects and in failing to warn of those defects in the product;
- i. in failing to design the aforesaid vehicle in such a manner so as to avoid and/or minimize the extreme risk of injury to property;
- j. in failing to adequately or sufficiently warn of the danger of the vehicle injuring the property of places of business such as the Plaintiff;
- k. in failing to adequately and sufficiently test and inspect the vehicle;

1. in failing to incorporate adequate safety devices in the design of the manufacture and/or assembly of the vehicle;
- m. in failing to incorporate into the design and manufacture of the vehicle proper devices that would have prevented the vehicle from catching fire;
- n. in designing, manufacturing and/or selling the vehicle in a defective condition which caused it to malfunction and cause damages to the Plaintiff;
- o. in failing to adequately warn or instruct users and consumers regarding the proper use of the vehicle.

48. By reason of the facts and circumstances as stated herein above, Plaintiff Sheetz, Inc. is entitled to rely upon §402(a) of the Restatement Second of Torts and the malfunction theory approving products liability and hereby pleads the same.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment against the Defendant, Winnebago Industries, Inc. in excess of \$30,000.00.

COUNT VII- BREACH OF WARRANTY
SHEETZ, INC. V. WINNEBAGO INDUSTRIES, INC.

49. Plaintiff incorporates herein by reference each and every allegation of the foregoing Complaint as if the same were more fully set forth herein at length.

50. Defendant Winnebago Industries, Inc. warranted that the vehicle and/or its component parts were of merchantable quality and were fit for the purpose and uses for which they were intended.

51. These warranties were relied on by the purchasers and users of said Volkswagen vehicle.

52. By reason of its defective condition, the Volkswagen vehicle was not of merchantable quality and was not fit for its intended use.

53. The defects existed at the time the Defendant Winnebago Industries, Inc. distributed, sold or otherwise placed said Volkswagen vehicle and/or its component parts into the stream of commerce.

54. The defects also existed after such time as Winnebago Industries, Inc. performed the service and/or repair and/or maintenance work to said vehicle.

55. Defendant Winnebago Industries, Inc. breached such warranties by distributing, selling or otherwise placing said vehicle into the stream of commerce in its defective condition.

56. Defendant Winnebago Industries, Inc.'s breach of warranty caused the damages as set forth above.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment against Defendant, Winnebago Industries, Inc., with costs sustained.

COUNT VIII
SHEETZ, INC. V. CLIFFORD W. HAMILTON

57. Plaintiff incorporates herein by reference each and every allegation of the foregoing Complaint as if the same were more fully set forth herein at length.

58 The damages previously set forth are the direct and proximate result of the negligence, carelessness and recklessness of Defendant Clifford W. Hamilton in general and in the following particulars:

- a. in failing to repair or properly repair his vehicle;

- b. in failing to inspect the repairs performed on his vehicle when he knew or should have known that the repairs were done in a negligent manner;
- c. in placing his vehicle on the Plaintiff's property when he knew or should have known that it was in a defective condition and danger to the property of the Plaintiff;
- d. in failing to notice that his vehicle was on fire thereby causing damages to the property of the Plaintiff.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment against the Defendant Clifford W. Hamilton in excess of \$30,000.00.

Respectfully submitted,

ZIMMER KUNZ, PLLC

By _____

ALEXANDER P. BICKET, ESQUIRE

VERIFICATION

I, TONI WHITE, Claims Coordinator of Sheetz, Inc. do hereby verify that the averments of facts contained in the foregoing Plaintiff's Complaint in Civil Action are true and correct to the best of my knowledge, information and belief.

I understand false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 10/29/01

Toni White
TONI WHITE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within COMPLAINT IN CIVIL ACTION has been served upon the following parties as addressed below by mailing same by United States First Class mail, postage prepaid this 30th day of October, 2001.

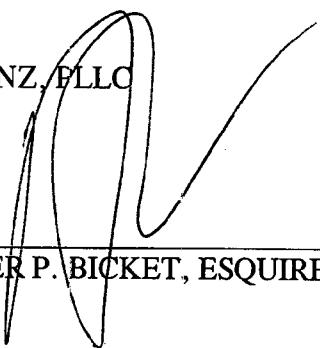
Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222

Raymond T. Le Bon, Esquire
Law Offices of Raymond T. Le Bon, P.C.
1819 J.F.K. Boulevard
Suite 300
Philadelphia, PA 19103

Clem C. Trischler Esquire
Pietragallo Bosick & Gordon
The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

James M. Horne, Esquire
McQuade, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

ZIMMER KUNZ, PLLC
BY
ALEXANDER P. BICKET, ESQUIRE



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

SHEETZ, INC., :
Plaintiff, : No. 2001 - 1160 C.D.
vs. :
CENTRAL VOLKSWAGEN, INC., : Type of Pleading:
CENTRAL VW, INC., VOLKSWAGEN : Defendant Clifford W. Hamilton's
OF AMERICA, INC., WINNEBAGO : Answer to Plaintiff's Complaint
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
Defendants. :
: Filed on Behalf of Defendant:
: CLIFFORD W. HAMILTON :
: Counsel of Record for This Party:
: Katherine V. Oliver, Esquire
: Supreme Court I.D. #77069
: McQuaide, Blasko, Schwartz, Fleming &
: Faulkner, Inc.
: 811 University Drive
: State College, PA 16801
: (814) 238-4926
: Fax: (814) 238-9624
:
:

FILED

DEC 03 2001

William A. Shaw
Prothonotary

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

SHEETZ, INC., :
: Plaintiff, : No. 2001 - 1160 C.D.
: :
vs. :
: :
CENTRAL VOLKSWAGEN, INC., :
CENTRAL VW, INC., VOLKSWAGEN :
OF AMERICA, INC., WINNEBAGO :
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
: :
Defendants. : :

DEFENDANT CLIFFORD W. HAMILTON'S ANSWER
WITH NEW MATTER AND NEW MATTER
CROSS CLAIMS PURSUANT TO Pa. R.C.P. No. 2252(d)

AND NOW, comes Defendant, CLIFFORD W. HAMILTON, by and through his attorneys, McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC., and files the within Answer with New Matter to Plaintiff's Complaint.

1. The averments of paragraph 1 are denied in that after reasonable investigation, Defendant Hamilton is without sufficient knowledge or information to form a belief as to the truth of same. The averments are therefore denied and strict thereof demanded at trial.
2. The averments of paragraph 2 are denied in that after reasonable investigation, Defendant Hamilton is without sufficient knowledge or information to form a belief as to the truth of same. The averments are therefore denied and strict thereof demanded at trial.
3. The averments of paragraph 3 are denied in that after reasonable investigation, Defendant Hamilton is without sufficient knowledge or information to form a belief as to the truth of same. The averments are therefore denied and strict thereof demanded at

trial.

4. The averments of paragraph 4 are denied in that after reasonable investigation, Defendant Hamilton is without sufficient knowledge or information to form a belief as to the truth of same. The averments are therefore denied and strict thereof demanded at trial.

5. The averments of paragraph 5 are denied in that after reasonable investigation, Defendant Hamilton is without sufficient knowledge or information to form a belief as to the truth of same. The averments are therefore denied and strict thereof demanded at trial.

6. Admitted.

7. Admitted on information and belief.

8. Admitted in part and denied in part. It is admitted that Defendant Clifford W. Hamilton was the owner of a Winnebago motor home, and that Mr. Hamilton operated the motor home for a brief period on July 23, 1999. After reasonable investigation, Defendant Hamilton lacks sufficient knowledge or information to form a belief as to the truth of the remainder of the averments of paragraph 8. The same are therefore denied.

9. Admitted in part and denied in part. It is admitted that Defendant Hamilton delivered possession of his Winnebago motor home to Defendant Central Volkswagen, Inc. prior to July 23, 1999 for the purpose of having repairs made to the vehicle. After reasonable investigation, Defendant Hamilton lacks sufficient knowledge or information to form a belief as to the truth of the remainder of the averments of paragraph 9. The same are therefore denied.

10. Admitted on information and belief.

11. Admitted.

12. Admitted.

13. Admitted in part and denied in part. It is admitted that Defendant Hamilton's

vehicle remained at Central VW, Inc./Central Volkswagen, Inc.'s place of business for approximately one week. It is further that admitted that Defendant Hamilton believed that Defendants Central VW, Inc. and Central Volkswagen, Inc. were making repairs to his vehicle at that time, and further admitted that Defendant Hamilton was advised that the repairs included the replacement of the vehicle's fuel line and that he was advised that the old fuel line had been leaking. After reasonable investigation, Defendant Hamilton is without knowledge or information sufficient to admit or deny the truth of the averments as to precisely why the repairs were necessary and whether the repairs had actually been made. The averments regarding the same are therefore denied.

14. Admitted

15. Admitted.

16. Denied as stated. More accurately stated, after pumping gasoline and then attempting to start his vehicle, Defendant Hamilton noticed that his vehicle was on fire, and that the fire appeared to be coming from the bottom front of his vehicle. After reasonable investigation, Defendant Hamilton is without sufficient knowledge or information to form a belief as to the truth of the balance of the averments of paragraph 16. The same are therefore denied.

17. Denied. Any averments of negligence on the part of Defendant Hamilton are expressly denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

18. Denied. Any allegations of negligence on the part of Defendant Hamilton are expressly denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, after reasonable investigation, Defendant Hamilton is without knowledge or information sufficient to admit or deny the truth of the allegations regarding Plaintiff's alleged

damages. The same are therefore denied.

COUNT I - NEGLIGENCE
Sheetz, Inc. v. Central Volkswagen, Inc. and Central VW, Inc.

19. The averments of paragraphs 1 through 18, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

20. The averments of paragraph 20 are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 20.

COUNT II - NEGLIGENCE
Sheetz, Inc. v. Volkswagen of America, Inc.

21. The averments of paragraphs 1 through 20, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

22. The averments of paragraph 22 are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 22.

COUNT III - BREACH OF WARRANTY
Sheetz, Inc. vs. Volkswagen of America, Inc.

23. The averments of paragraphs 1 through 22, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

24. Admitted.

25. Admitted.

26-30. The averments of paragraphs 26 through 30, inclusive, are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 26 through 30.

COUNT IV - PRODUCT LIABILITY
Sheetz, Inc. v. Volkswagen of America, Inc.

31. The averments of paragraphs 1 through 30, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

32. The averments of paragraph 32 are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 32.

33. Admitted on information and belief.

34. Admitted.

35-37. The averments of paragraphs 35 through 37, inclusive, are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 35 through 37..

38. The averments of paragraph 38 constitute a conclusion of law to which no response is required.

COUNT V - NEGLIGENCE
Sheetz, Inc. v. Winnebago Industries, Inc.

39. The averments of paragraphs 1 through 38, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

40. The averments of paragraph 40 are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 40.

COUNT VI - PRODUCT LIABILITY
Sheetz, Inc. v. Winnebago Industries, Inc.

41. The averments of paragraphs 1 through 40, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

42. The averments of paragraph 42 are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 42.

43. Admitted on information and belief.

44. Admitted.

45-47. The averments of paragraphs 45 through 47, inclusive, are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of

the averments of paragraphs 45 through 47.

48. The averments of paragraph 38 constitute a conclusion of law to which no response is required.

COUNT VII - BREACH OF WARRANTY
Sheetz, Inc. v. Winnebago Industries, Inc.

49. The averments of paragraphs 1 through 48, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

50. Admitted.

51. Admitted.

52-56. The averments of paragraphs 52 through 56, inclusive, are directed to a Defendant other than Defendant Hamilton and thus, no response is required from Defendant Hamilton. To the extent that a response might be required, Defendant Hamilton avers that, after reasonable investigation, he is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 52 through 56.

COUNT VIII
Sheetz, Inc. v. Clifford W. Hamilton

57. The averments of paragraphs 1 through 56, inclusive, of the within Answer are incorporated herein by reference as though more fully set forth at length.

58. Denied. Defendant Clifford W. Hamilton expressly denies any allegations of negligence, carelessness or recklessness pursuant to Pennsylvania Rule of Civil Procedure 1029(e). By way of further response, after reasonable investigation, Defendant Hamilton lacks knowledge or information sufficient to form a belief as to the truth of the averments of Plaintiff's alleged damages. The same are therefore denied.

WHEREFORE, Defendant Clifford W. Hamilton respectfully requests that the claims

against him be dismissed, with prejudice and costs of suit, and that he be dismissed as a party Defendant from this suit.

NEW MATTER

59. Plaintiff's cause of action against Answering Defendant is barred by the applicable statute of limitations.

60. On information and belief, it is averred that Plaintiff has failed to mitigate damages.

61. Plaintiff's cause of action may be barred or limited by the doctrine of comparative negligence.

NEW MATTER DIRECTED TO DEFENDANT CENTRAL VOLKSWAGON, INC.
PURSUANT TO Pa. R.C.P. No. 2252(d)

62. The averments of paragraphs 1 through 61 are incorporated herein by reference as though set forth at length in full.

63. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then in that event, Defendant asserts that Defendant Central Volkswagen, Inc. is solely and/or jointly and severally liable for the matters set forth in Plaintiff's Complaint for the reasons set forth in Plaintiff's Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

64. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Central Volkswagen, Inc. for the reasons set forth in Plaintiffs' Complaint, incorporated herein by reference without admission or

adoption of the same, and Defendant's Answer as set forth above.

WHEREFORE, Defendant Clifford W. Hamilton denies any and all liability to Plaintiff.

In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Central Volkswagen, Inc., plus costs of suit and such other relief as this Court may deem appropriate.

NEW MATTER DIRECTED TO DEFENDANT CENTRAL VW, INC.
PURSUANT TO Pa. R.C.P. No. 2252(d)

65. The averments of paragraphs 1 through 64 are incorporated herein by reference as though set forth at length in full.

66. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then in that event, Defendant asserts that Defendant Central VW, Inc. is solely and/or jointly and severally liable for the matters set forth in Plaintiff's Complaint for the reasons set forth in Plaintiff's Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

67. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Central VW, Inc. for the reasons set forth in Plaintiffs' Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

WHEREFORE, Defendant Clifford W. Hamilton denies any and all liability to Plaintiff. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Central VW, Inc., plus costs of suit and such

other relief as deemed appropriate by the Court.

NEW MATTER DIRECTED TO DEFENDANT
VOLKSWAGEN OF AMERICA, INC.
PURSUANT TO Pa. R.C.P. No. 2252(d)

68. The averments of paragraphs 1 through 67 are incorporated herein by reference as though set forth at length in full.

69. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then in that event, Defendant asserts that Defendant Volkswagen of America, Inc. is solely and/or jointly and severally liable for the matters set forth in Plaintiff's Complaint for the reasons set forth in Plaintiff's Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

70. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Volkswagen of America, Inc. for the reasons set forth in Plaintiffs' Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

WHEREFORE, Defendant Clifford W. Hamilton denies any and all liability to Plaintiff. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Volkswagen of America, Inc., plus costs of suit and such other relief as deemed appropriate by the Court.

**NEW MATTER DIRECTED TO DEFENDANT WINNEBAGO
INDUSTRIES, INC. PURSUANT TO Pa. R.C.P. No. 2252(d)**

71. The averments of paragraphs 1 through 70 are incorporated herein by reference as though set forth at length in full.

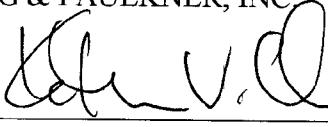
72. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then in that event, Defendant asserts that Defendant Winnebago Industries, Inc. is solely and/or jointly and severally liable for the matters set forth in Plaintiff's Complaint for the reasons set forth in Plaintiff's Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

73. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Winnebago Industries, Inc for the reasons set forth in Plaintiffs' Complaint, incorporated herein by reference without admission or adoption of the same, and Defendant's Answer as set forth above.

WHEREFORE, Defendant Clifford W. Hamilton denies any and all liability to Plaintiff. In the event of a finding of liability on the part of Defendant Clifford W. Hamilton, any liability being expressly denied, then, in that event, Defendant asserts that he is entitled to indemnification and/or contribution from Defendant Winnebago Industries, Inc., plus costs of suit and such other relief as deemed appropriate by the Court.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC

By: 

Katherine V. Oliver
Attorneys for Defendant
CLIFFORD W. HAMILTON
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

Dated: November 30, 2001

Sheetz, Inc. v. Central Volkswagen, Inc., et al

VERIFICATION

The undersigned verifies that he is authorized to make this verification on his own behalf; and that the statements made in the foregoing **DEFENDANT CLIFFORD W. HAMILTON'S ANSWER WITH NEW MATTER AND NEW MATTER CROSS CLAIMS PURSUANT TO Pa. R.C.P. No. 2252(d)** are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. §4904, related to unsworn falsification to authority.

Clifford W. Hamilton
Clifford W. Hamilton

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

SHEETZ, INC., :
: Plaintiff, : No. 2001 - 1160 C.D.
: :
vs. :
: :
CENTRAL VOLKSWAGEN, INC., :
CENTRAL VW, INC., VOLKSWAGEN :
OF AMERICA, INC., WINNEBAGO :
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
: Defendants. :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant Clifford W. Hamilton's
Answer with New Matter and New Matter Cross Claims Pursuant to Pa. R.C.P. No. 2252(d) in
the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State
College, Pennsylvania, on this 30th day of November, 2001, to the attorney(s) of record:

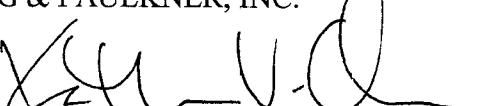
Alexander P. Bicket, Esquire
Zimmer Kunz PLLC
3300 USX Tower
Pittsburgh, PA 15219-2702

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222

Raymond T. LeBon, Esquire
1819 J.F.K. Boulevard Suite 300
Philadelphia, PA 19103

Clem C. Trischler, Esquire
Pietragallo, Bosick & Gordon
The Thirty-Eighth Floor
One Oxford Center
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver
Attorneys for Defendant
CLIFFORD W. HAMILTON
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff

VS.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants

To the within named . . . parties
You are hereby notified to plead to the
within pleading within 20 days from
service hereof.

By *Scott E. Becker*
Attorney for Defendants

CIVIL DIVISION

No. 2001-1160, C.D.

TYPE OF PLEADING:

**ANSWER, NEW MATTER AND NEW
MATTER PURSUANT TO RULE
2252(d)**

Filed on Behalf of Defendants:

CENTRAL VOLKSWAGEN, INC. and
CENTRAL VW, INC.

Counsel of Record for This Party:

SCOTT E. BECKER, ESQUIRE
PA I.D. #19671

Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, Pennsylvania 15222
(412) 263-3360

FILED
DEC 21 2001

William A. Shaw
Prothonotary

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,)	CIVIL DIVISION
)	
Plaintiff)	No. 2001-1160, C.D.
)	
VS.)	
)	
CENTRAL VOLKSWAGEN, INC.,)	
CENTRAL VW, INC., VOLKSWAGEN)	
OF AMERICA, INC., WINNEBAGO)	
INDUSTRIES, INC., and CLIFFORD W.)	
HAMILTON,)	
)	
Defendants)	

ANSWER, NEW MATTER AND
NEW MATTER PURSUANT TO RULE 2252(d)

AND NOW, come Central Volkswagen, Inc. and Central VW, Inc., by their attorney, Scott E. Becker, and make this Answer, New Matter and New Matter Pursuant to Rule 2252(d) for the reasons set forth below:

1-2. The averments of Paragraphs 1 and 2 of the Complaint are admitted.

3. The averments of Paragraph 3 of the Complaint are directed to a non-existent entity and thus no answer is required. More specifically, Central VW, Inc. is a nickname for Central Volkswagen, Inc. Central VW, Inc. does not exist as a Pennsylvania corporation or otherwise.

4-6. The averments of Paragraphs 4 through 6 of the Complaint are directed to Defendants other than these and thus no answer on their part is required.

7. The averments of Paragraph 7 of the Complaint consist exclusively of a conclusion of law without factual content to which an answer is necessary and thus is denied by operation of Pennsylvania Rule of Civil Procedure 1029(d).

8. The averments of Paragraph 8 of the Complaint are directed to a Defendant other than these and thus no answer on their part is required.

9. The averments of Paragraph 9 of the Complaint are admitted.

10-11. The averments of Paragraphs 10 and 11 of the Complaint do not pertain to these Defendants and thus no answer on their part is required.

12. With respect to the averments of Paragraph 12 of the Complaint, these Defendants, after reasonable investigation, are without sufficient information to form a belief as to their truth, strict proof of which is demanded. As a further answer, it is denied that Defendant, Clifford W. Hamilton, had his vehicle taken to Defendant, Central VW, Inc., as no such entity exists other than as a nickname for Defendant, Central Volkswagen, Inc.

13. The averments of Paragraph 13 of the Complaint are denied as stated. It is admitted that Defendant-Hamilton's vehicle remained at Central Volkswagen, Inc.'s place of business for approximately one week. It is further admitted that repairs were performed on Defendant-Hamilton's vehicle during that week. The repairs were to a leaking gas return line which was replaced by Central Volkswagen, Inc. In all other respects, the averments of Paragraph 13 are denied.

14-15. The averments of Paragraphs 14 and 15 of the Complaint are admitted in part and denied in part. It is admitted that on or about July 23, 1999 the Defendant, Clifford W. Hamilton, picked up his vehicle from Defendant, Central Volkswagen, Inc. With respect to the averment that he drove it to Plaintiff's place of business, pulled into the pumps and shut off his

vehicle's ignition, these Defendants, after reasonable investigation, are without sufficient information to form a belief as to their truth, strict proof of which is demanded. Central VW, Inc. does not exist.

16. With respect to the averments of Paragraph 16 of the Complaint, these Defendants, after reasonable investigation, are without sufficient information to form a belief as to their truth, strict proof of which is demanded at time of trial.

17-18. The averments of Paragraphs 17 and 18 of the Complaint are denied by operation of Pennsylvania Rule of Civil Procedure 1029(e) as this is an action seeking monetary relief for property damage wherein such averments may be denied generally.

19. In response to the averments of Paragraph 19 of the Complaint to the extent that Plaintiff incorporates by reference the averments of Paragraphs 1 through 18 of its Complaint, these Defendants likewise incorporate by reference their answers thereto as though the same were set forth in full herein.

20. With respect to the averments of Paragraph 20 of the Complaint, these Defendants respond that such averments are denied by operation of Pennsylvania Rule of Civil Procedure 1029(e) as this is an action seeking monetary relief for property damage wherein such averments may be denied generally.

21-58. The averments of Paragraphs 21 through 58 of the Complaint are directed at Defendants other than these and thus no answer on their part is required.

WHEREFORE, Defendants, Central Volkswagen, Inc. and Central VW, Inc., deny liability to the Plaintiff and demand judgment on their behalf.

NEW MATTER

59. These Defendants plead as an affirmative defense the applicable statutes of limitations as a complete or partial bar to Plaintiff's cause of action.

WHEREFORE, these Defendants assert as New Matter the aforementioned affirmative defense pursuant to Pennsylvania Rule of Civil Procedure 1030.

NEW MATTER PURSUANT TO RULE 2252(d)

60. For purposes of compliance with Pennsylvania Rule of Civil Procedure 2252(d), these Defendants incorporate by reference the averments of Paragraphs 21 through 58 of Plaintiff's Complaint as though the same were set forth in full herein.

61. Based upon the incorporated averments of Plaintiff's Complaint identified in the preceding paragraph, these Defendants join Volkswagen of America, Inc., Winnebago Industries, Inc. and Clifford W. Hamilton as Additional Defendants and assert that those Additional Defendants are solely liable to the Plaintiff or, in the alternative, are liable over to these Defendants for indemnification or are jointly liable with these Defendants for contribution.

WHEREFORE, these Defendants, Central Volkswagen, Inc. and Central VW, Inc., join as Additional Defendants pursuant to Pennsylvania Rule of Civil Procedure 2252(d) Volkswagen of America, Inc., Winnebago Industries, Inc. and Clifford W. Hamilton.

Respectfully submitted,

By

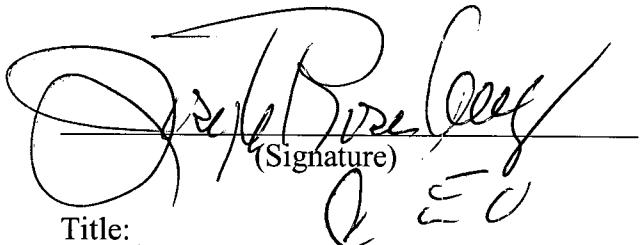
SCOTT E. BECKER, ESQUIRE
Counsel for Defendants

VERIFICATION

I, JOSEPH ROSENBERG, an authorized representative of CENTRAL VOLKSWAGEN, INC., do hereby verify that the averments of fact set forth in the foregoing Answer, New Matter and New Matter Pursuant to Rule 2252(d) are true and correct based on knowledge, information and belief.

I understand that false statements herein are made subject to penalty of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATED: 12 - 14 - 01


(Signature)
Title: Q E O

CERTIFICATE OF SERVICE

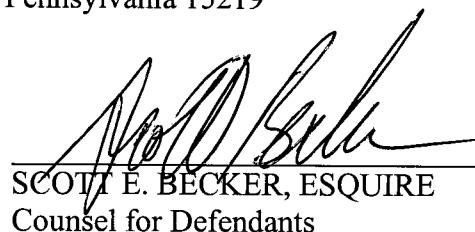
I, Scott E. Becker, Esquire, counsel for Defendants, hereby certify that I served a true and correct copy of the foregoing Answer, New Matter and New Matter Pursuant to Rule 2252(d) by first-class mail, postage pre-paid on December 19, 2001, upon the following counsel of record:

Alexander P. Bicket, Esquire
3300 USX Tower
Pittsburgh, Pennsylvania 15219

James M. Horne, Esquire
811 University Drive
State College, Pennsylvania 16801

Raymond T. LeBon, Esquire
1819 J.F.K. Boulevard, Suite 300
Philadelphia, Pennsylvania 19103

Clem C. Trischler, Esquire
One Oxford Centre, 38th Floor
Pittsburgh, Pennsylvania 15219



SCOTT E. BECKER, ESQUIRE
Counsel for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

CIVIL DIVISION

Plaintiff

No. 2001-1160, C.D.

VS.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants

TYPE OF PLEADING:

**REPLY TO NEW MATTER
PURSUANT TO RULE 2252(d)**

Filed on Behalf of Defendants:

CENTRAL VOLKSWAGEN, INC. and
CENTRAL VW, INC.

Counsel of Record for This Party:

SCOTT E. BECKER, ESQUIRE
PA I.D. #19671

Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, Pennsylvania 15222
(412) 263-3360

FILED

DEC 21 2001

William A. Shaw
Notary Public

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,)	CIVIL DIVISION
)	
Plaintiff)	No. 2001-1160, C.D.
)	
VS.)	
)	
CENTRAL VOLKSWAGEN, INC.,)	
CENTRAL VW, INC., VOLKSWAGEN)	
OF AMERICA, INC., WINNEBAGO)	
INDUSTRIES, INC., and CLIFFORD W.)	
HAMILTON,)	
)	
Defendants)	

REPLY TO NEW MATTER
PURSUANT TO RULE 2252(d)

AND NOW, come Central Volkswagen, Inc. and Central VW, Inc., by their attorney, Scott E. Becker, and make this Reply to New Matter as filed by co-Defendant, Clifford W. Hamilton:

62. The averments of Paragraph 62 of the New Matter do not pertain to these Defendants and thus no answer is required.

63-64. The averments of Paragraphs 63 and 64 of the New Matter consist exclusively of legal conclusions without factual content and thus are denied by operation of Pennsylvania Rule of Civil Procedure 1029(d).

65-67. The averments of Paragraphs 65 through 67 of the New Matter are directed to an entity identified as Central VW, Inc. Such an entity does not exist as it is merely a nickname for Defendant, Central Volkswagen, Inc.

WHEREFORE, Defendants, Central Volkswagen, Inc. and Central VW, Inc., make this Reply to New Matter Pursuant to Rule 2252(d) for the reasons set forth above and deny liability to co-Defendant, Clifford W. Hamilton.

Respectfully submitted,

By


SCOTT E. BECKER, ESQUIRE
Counsel for Defendants

VERIFICATION

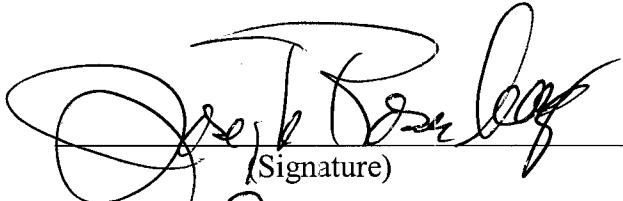
I, JOSEPH ROSENBERG, an authorized representative of CENTRAL VOLKSWAGEN, INC., do hereby verify that the averments of fact set forth in the foregoing Reply to New Matter Pursuant to Rule 2252(d) are true and correct based on knowledge, information and belief.

I understand that false statements herein are made subject to penalty of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATED: 12-14-01

Title: C E O

(Signature)



CERTIFICATE OF SERVICE

I, Scott E. Becker, Esquire, counsel for Defendants, hereby certify that I served a true and correct copy of the foregoing Reply to New Matter Pursuant to Rule 2252(d) by first-class mail, postage pre-paid on December 19, 2001, upon the following counsel of record:

Alexander P. Bicket, Esquire
3300 USX Tower
Pittsburgh, Pennsylvania 15219

James M. Horne, Esquire
811 University Drive
State College, Pennsylvania 16801

Raymond T. LeBon, Esquire
1819 J.F.K. Boulevard, Suite 300
Philadelphia, Pennsylvania 19103

Clem C. Trischler, Esquire
One Oxford Centre, 38th Floor
Pittsburgh, Pennsylvania 15219



SCOTT E. BECKER, ESQUIRE
Counsel for Defendants

To: Plaintiff

You are hereby notified to file a written response to the enclosed new matter within twenty (20) days from service hereof or a judgment may be entered against you.

Raymond T. Le Bon
Attorney for Defendant

LAW OFFICES OF RAYMOND T. LE BON, P.C.

BY: Raymond T. Le Bon, Esquire
I.D. No.: 49384
1819 J.F.K. BOULEVARD
Suite 300
Philadelphia, PA 19103
(215) 569-9860

ATTORNEY FOR DEFENDANT
VOLKSWAGEN OF AMERICA, INC.

SHEETZ, INC.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

v.

:

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC.,
VOLKSWAGEN OF AMERICA, INC.. :
WINNEBAGO INDUSTRIES, INC., AND
CLIFFORD W. HAMILTON

NO.: 2001-1160, CD

ANSWER WITH NEW MATTER AND NEW MATTER IN THE
NATURE OF CROSS CLAIMS AGAINST ALL CO-DEFENDANTS OF DEFENDANT
VOLKSWAGEN OF AMERICA, INC.

Volkswagen of America, Inc. ("VWoA") through its attorney, Raymond T. Le Bon, Esquire, by way of answer says:

1. After reasonable investigation, answering defendant is without

FILED

knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and, therefore, said allegations are denied.

2. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

3. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

4. Admitted in part; denied in part. It is admitted that answering defendant, VWoA, is a corporation and that it is licensed to do business in the Commonwealth of Pennsylvania. It is denied that answering defendant's principal place of business is as identified herein.

5. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

6. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that

the allegations of this paragraph involve answering defendant, said allegations are denied.

7. As to answering defendant, the allegations of this paragraph are legal conclusions and, as such, no response is required. To the extent that the allegations of this paragraph are not legal conclusions as to answering defendant, said allegations are denied.

8. Admitted in part; denied in part. It is denied that answering defendant designed or manufactured the vehicle, an "incomplete vehicle" or any of the components of the vehicle at issue herein. It is admitted only that answering defendant supplies, distributes and sells an "incomplete vehicle" for completion by a vocational body builder or other third party. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and, therefore, said allegations are denied.

9. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

10. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said

without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and, therefore, said allegations are denied.

17. As to answering defendant, denied. To the contrary, the conduct of answering defendant was reasonable and prudent at all times relative to the issues herein.

18. As to answering defendant, denied. To the contrary, the conduct of answering defendant was reasonable and prudent at all times relative to the issues herein. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph and, therefore, said allegations are denied.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees, costs and other relief as the Court may deem just.

COUNT I

19. Answering defendant incorporates its responses to paragraphs 1 through 18 of the complaint as though each were set forth fully herein at length.

20. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees, costs and other relief as the Court may deem just.

COUNT II

21. Answering defendant incorporates its responses to paragraphs 1 through 20 of the complaint as though each were set forth fully herein at length.

22. Denied. To the contrary, the conduct of answering defendant was reasonable and prudent at all times relative to the issues herein. In particular:

a) answering defendant provides all proper and necessary instructions concerning vehicles, incomplete vehicles or components which it distributes and sells;

b) answering defendant provides all necessary warnings concerning vehicles, incomplete vehicles or components which it distributes and sells; and

c) answering defendant did not design or manufacture the vehicle, incomplete vehicle or any of its component parts. Vehicles, incomplete vehicles and components distributed by answering defendant are free of defect and fit for their intended use without misuse.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees, costs and other relief which the Court may deem just.

COUNT III

23. Answering defendant incorporates its responses to paragraphs 1 through 22 as though each were set forth fully herein at length.

24. Denied as stated. Answering defendant provides express, limited, written warranties concerning vehicles, incomplete vehicles and/or component parts which it distributes and sells in the United States. Said warranties speak for themselves and are contained in VWoA's warranty book. The remaining allegations of this paragraph are denied.

25. Denied. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and, therefore, said allegations are denied.

26. Denied. To the contrary, vehicles, incomplete vehicles and components distributed and sold by answering defendant are free of defect and fit for their intended use without misuse.

27. Denied. To the contrary, vehicles, incomplete vehicles and components distributed and sold by answering defendant are free of defect and fit for their intended use without misuse at the time they leave VWoA's supervision and control.

28. Denied. To the contrary, vehicles, incomplete vehicles and components distributed and sold by answering defendant are free of

defect and fit for their intended use without misuse at the time they leave answering defendant's supervision and control.

29. Denied. To the contrary, vehicles and components distributed and sold by answering defendant are free of defect and fit for their intended use without misuse at the time they leave answering defendant's supervision and control.

30. Denied. To the contrary, vehicles and components distributed and sold by answering defendant are free of defect and fit for their intended use without misuse at the time they leave answering defendant's supervision and control.

WHEREFORE, answering defendant demands judgment in its favor with attorney's fees, costs and other relief as the Court may deem just.

COUNT IV

31. Answering defendant incorporates its responses to paragraphs 1 through 30 as though each were set forth fully herein at length.

32. Admitted in part; denied in part. It is denied that answering defendant designed or manufactured the vehicle, incomplete vehicle or any of the component parts of the vehicle at issue herein. It is admitted only that answering defendant promoted, distributed, advertised and sold an incomplete vehicle. The remaining allegations of this paragraph are legal conclusions and, as such, no further response is required. To the extent that the remaining allegations of

this paragraph are not legal conclusions, said allegations are denied.

33. Denied. Upon information and belief, the incomplete vehicle and/or its component parts were modified by co-defendants or other third parties after it left the supervision and control of answering defendant. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief of the remaining allegations of this paragraph and, therefore, said allegations are denied.

34. Denied. After reasonable investigation, answering defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and, therefore, said allegations are denied.

35. Denied. It is specifically denied that answering defendant designed or manufactured the vehicle, incomplete vehicle or any of the component parts of the vehicle at issue herein. Vehicles, incomplete vehicles and/or component parts distributed and sold by answering defendant are free of defect and fit for their intended use without misuse at the time they leave answering defendant's supervision and control.

36. Denied. To the contrary, vehicles, incomplete vehicles and/or component parts distributed and sold by answering defendant are free of defect and fit for their intended use without misuse at the

time they leave answering defendant's supervision and control.

37. Denied. To the contrary, vehicles, incomplete vehicles and/or component parts distributed and sold by answering defendant are free of defect and fit for their intended use without misuse at the time they leave answering defendant's supervision and control. In particular:

- a) answering defendant did not design the vehicle, incomplete vehicle or any of its component parts;
- b) answering defendant did not manufacture the vehicle, incomplete vehicle or any of its component parts;
- c) answering defendant did not fabricate or assemble the vehicle, incomplete vehicle or any of its component parts. Vehicles, incomplete vehicles and/or component parts transported, packaged or distributed by VWoA are free of defect and fit for their intended use without misuse;
- d) answering defendant provides all warnings necessary for the appropriate and safe use of vehicles, incomplete vehicles and/or component parts which it distributes and sells;
- e) answering defendant provides all "necessary elements" for the appropriate and safe use of vehicles, incomplete vehicles and/or component parts which it distributes and sells;
- f) answering defendant provides all necessary elements for

the appropriate and safe use of vehicles, incomplete vehicles and/or component parts which it distributes and sells;

g) answering defendant provides all necessary elements for the appropriate and safe use of vehicles and/or component parts which it distributes and sells;

h) answering defendant did not design, manufacture, assemble or fabricate the vehicle, incomplete vehicle or any of its component parts. Vehicles, incomplete vehicles and component parts sold by answering defendant are free of defect and fit for their intended use without misuse;

i) answering defendant did not design the vehicle, incomplete vehicle or any of its component parts. Vehicles, incomplete vehicles and component parts sold by answering defendant are free of defect and fit for their intended use without misuse;

j) answering defendant provides all warnings necessary for the appropriate and safe use of vehicles and/or component parts which it distributes and sells;

k) answering defendant provides all tests and inspections necessary for the appropriate and safe use of vehicles, incomplete vehicles and/or component parts which it distributes and sells;

l) answering defendant and did not design or manufacture the vehicle, incomplete vehicle or the component parts at issue herein.

Vehicles, incomplete vehicles and component parts sold by answering defendant are free of defect and fit for their intended use without misuse;

 m) answering defendant and did not design or manufacture the vehicle, incomplete vehicle or the component parts at issue herein. Vehicles, incomplete vehicles and component parts sold by answering defendant are free of defect and fit for their intended use without misuse;

 n) answering defendant did not design or manufacture the vehicle, incomplete vehicle or any of its component parts. Vehicles, incomplete vehicles and component parts sold by answering defendant are free of defect and fit for their intended use without misuse; and

 o) answering defendant provides all warnings necessary for the appropriate and safe use of vehicles, incomplete vehicles and/or component parts which it distributes and sells.

38. Denied. Answering defendant denies all factual allegations of this paragraph. The remaining allegations of this paragraph are legal conclusions and, as such, no further responses is required.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees and other relief which the Court may deem just.

COUNT V

39. Answering defendant incorporates its responses to paragraphs

1 through 38 as though each were set forth fully herein at length.

40. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees and other relief which the Court may deem just.

COUNT VI

41. Answering defendant incorporates its responses to paragraphs 1 through 40 as though each were set forth fully herein at length.

42.-48. The allegations of these paragraphs do not involve answering defendant and, as such, no response is required. To the extent that the allegations of these paragraphs involve answering defendant, said allegations are denied.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees and other relief which the Court may deem just.

COUNT VII

49. Answering defendant incorporates its responses to paragraphs 1 through 48 as though each were set forth fully herein at length.

50.-56. The allegations of these paragraphs do not involve answering defendant and, as such, no response is required. To the extent that the allegations of these paragraphs involve answering

defendant, said allegations are denied.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees and other relief which the Court may deem just.

COUNT VIII

57. Answering defendant incorporates its responses to paragraphs 1 through 56 as though each were set forth fully herein at length.

58. The allegations of this paragraph do not involve answering defendant and, as such, no response is required. To the extent that the allegations of this paragraph involve answering defendant, said allegations are denied.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees and other relief which the Court may deem just.

NEW MATTER

59. The allegations described in plaintiff's complaint were caused by the actions of plaintiff or other parties which acts amount to negligence, assumption of the risk, superseding cause and misuse of the product.

60. The Comparative Negligence Act of the Commonwealth of Pennsylvania partially applies to this cause to reduce and/or eliminate plaintiff's cause of action.

61. Plaintiff's sole rights, if any, are governed by the terms, provisions, remedies and limitations set forth in the limited, express

written warranties delivered at the time the subject vehicle was originally sold.

62. Answering defendant did not sell or lease the subject vehicle to plaintiff.

63. The damages allegedly sustained by plaintiff are the result of negligent actions or omissions of other individuals or entities and are due in no part to a breach of any warranty, to a defective product or to the conduct of answering defendant.

64. Upon information and belief, plaintiff or other parties to this lawsuit subjected the vehicle at issue to abuse, misuse and/or may have been negligent relative to the use, maintenance and service of the vehicle at issue, thus causing the vehicle behavior alleged in the Complaint.

65. Plaintiff's complaint fails to state a cause of action upon which relief can be granted against answering defendant.

66. Upon information and belief, plaintiff has not complied with the specific terms of the vehicle's written warranty prior to filing this action and, thus, is not authorized under the terms of the warranty to bring this action.

67. All demands for consequential and out-of-pocket expenses are precluded by the terms of the vehicle's express, limited, written warranties.

68. Upon information and belief, plaintiff's claims are precluded by the equitable doctrines of laches, waiver and/or estoppel.

69. Upon information and belief, the vehicle was modified by third parties which acts as a superseding cause as to any claim against answering defendant.

70. Upon information and belief, the statute of limitations bars all of plaintiff's claims against answering defendant.

71. Upon information and belief, the complaint must be dismissed since plaintiff's claims have been discharged in compliance with the doctrine of accord and satisfaction and/or the execution of a written release between the parties.

WHEREFORE, answering defendant demands judgment in its favor with attorneys fees, costs and other awards which the Court may deem just.

NEW MATTER IN THE NATURE OF CROSS CLAIMS AGAINST
CENTRAL VOLKSWAGEN, INC., CENTRAL VW, INC.,
WINNEBAGO INDUSTRIES, INC., AND CLIFFORD W. HAMILTON

74. Answering defendant incorporates plaintiff's allegations in Counts I, V, VI, VII and VIII against Central Volkswagen, Inc., Central VW, Inc., Winnebago Industries, Inc. and Clifford W. Hamilton as though each were set forth fully herein at length.

75. Volkswagen of America, Inc. denies that it is or can be liable to plaintiff or any other person or party.

76. If the incident occurred as alleged by plaintiff, then the

alleged incident and any alleged injury, damage or loss allegedly sustained by plaintiff were caused by the negligence, carelessness, recklessness, breaches of duties, warranties and obligations by Central Volkswagen, Inc., Central VW, Inc., Winnebago Industries, Inc. and Clifford W. Hamilton, including duties and obligations which render said co-defendants strictly liable in tort to plaintiff, and as such, co-defendants are liable to plaintiff for any alleged injury, damage or loss allegedly sustained by plaintiff.

77. In the alternative, if VWoA is liable to any person or party, any liability of VWoA to any other person or party being expressly herein denied, then VWoA alleges that the alleged incident involved in this case and any alleged injury, damage or loss allegedly sustained by plaintiff were caused by the negligence, carelessness, or recklessness, breaches of duties, warranty and obligations owed by all other co-defendants, including duties and obligations which render co-defendants strictly liable in tort, and the other co-defendants are liable over to VWoA and/or jointly or severally liable to VWoA and/or liable with VWoA by way of contribution, indemnity or otherwise for the full amount or a part of the amount of any sums which may be adjudged against VWoA.

WHEREFORE, VWoA demands judgment in its favor and against all co-defendants together with costs and attorneys' fees. In the alternative, if VWoA is found liable to any person or party in any

manner or amount whatsoever, any liability of VWoA in the instant action being expressly herein denied, VWoA demands judgment that the other co-defendants are liable over to VWoA and/or are jointly and severally liable with VWoA, and/or are liable to VWoA by way of contribution, indemnity or otherwise for the full amount or a part of the amount of any judgment which may be entered against VWoA, together with costs and attorneys' fees.

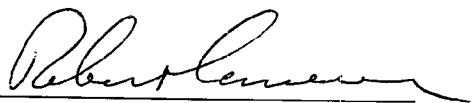
LAW OFFICES OF RAYMOND T. LE BON, P.C.
Attorneys for Defendant
Volkswagen of America, Inc.

BY: Raymond T. Le Bon
RAYMOND T. LE BON, ESQUIRE

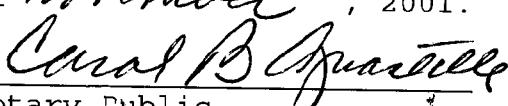
STATE OF NEW JERSEY :
: SS
COUNTY OF BERGEN :
:

ROBERT CAMERON, being duly sworn, deposes and says:

I am Manager, Product Liaison of Volkswagen of America, Inc., a defendant in the within matter and I am authorized to sign this verification. I have read the foregoing Answer with New Matter and New Matter in the nature of Cross Claims against Central Volkswagen, Inc., Central VW, Inc., Winnebago Industries, Inc., and Clifford W. Hamilton and I am familiar with the contents thereof. I certify that the foregoing is true of my own knowledge, with the exception of those matters stated to be upon information and belief, and as to those matters, I believe them to be true.


ROBERT CAMERON

Sworn to and subscribed
before me this 30th day
of November, 2001.


Carol S. Guadetella
Notary Public
State of New Jersey
Commission Expires
ID: CAMAF Sept. 23, 2006

SHEETZ

CERTIFICATE OF SERVICE

I, CAROLE KOGAN, secretary to RAYMOND T. LE BON, ESQUIRE, hereby certify that a copy of Defendant Volkswagen of America, Inc.'s Answer with New Matter, New Matter in the nature of a Cross Claim against Central Volkswagen, Inc., Central VW, Inc., Winnebago Industries, Inc., and Clifford W. Hamilton has been served on the following individual(s) by U.S. Mail, postage paid this date to:

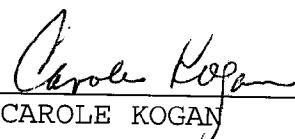
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Clem C. Trischler, Esq.
Pietragallo Bosick & Gordon
The Thirty Eighth Floor
One Oxford Center
Pittsburgh, PA 15219

James M. Horne, Esq.
McQuade, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

Alexander P. Bicket, Esq.
Zimmer Kunz PLLC
3300 USX Tower
Pittsburgh, PA 15219

DATE: 12/21/01



CAROLE KOGAN

ID: ctfofsvc

LAW OFFICES OF RAYMOND T. LE BON, P.C.
BY: Raymond T. Le Bon, Esquire
I.D. No.: 49384
1819 J.F.K. Boulevard, Suite 300
Philadelphia, PA 19103
(215) 569 9860

ATTORNEY FOR DEFENDANT
VOLKSWAGEN OF AMERICA, INC.

SHEETZ, INC.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

v.

:

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC.,
VOLKSWAGEN OF AMERICA, INC., : NO.: 2001-1160, CD
WINNEBAGO INDUSTRIES, INC., AND
CLIFFORD W. HAMILTON

JURY DEMAND

TO THE PROTHONOTARY:

Defendant, Volkswagen of America, Inc. hereby demand a trial
by jury.

LAW OFFICES OF RAYMOND T. LE BON, P.C.

By: Raymond T. Le Bon
RAYMOND T. LE BON, ESQUIRE

FILED

DEC 26 2001
M/28/01/no cc
William A. Shaw Copy CA
Prothonotary

Doc#: 299070 v1

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

SHEETZ, INC., :
Plaintiff, : No. 2001 - 1160 C.D.
vs. :
CENTRAL VOLKSWAGEN, INC., : Type of Pleading:
CENTRAL VW, INC., VOLKSWAGEN : Defendant Clifford W. Hamilton's Reply
OF AMERICA, INC., WINNEBAGO : to Defendants Central Volkswagen, Inc.
INDUSTRIES, INC. and CLIFFORD W. : and Central V.W., Inc.'s New Matter
HAMILTON, : Pursuant to Rule 2252(d)
Defendants. :
Filed on Behalf of Defendant:
CLIFFORD W. HAMILTON
Counsel of Record for This Party:
Katherine V. Oliver, Esquire
Supreme Court I.D. #77069
McQuaide, Blasko, Schwartz, Fleming &
Faulkner, Inc.
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

FILED

JAN 16 2002

m/2091ndcc
William A. Shaw
Prothonotary

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

SHEETZ, INC., :
: Plaintiff, : No. 2001 - 1160 C.D.
: :
vs. :
: :
CENTRAL VOLKSWAGEN, INC., :
CENTRAL VW, INC., VOLKSWAGEN :
OF AMERICA, INC., WINNEBAGO :
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
: Defendants. :

DEFENDANT CLIFFORD W. HAMILTON'S REPLY TO
DEFENDANTS CENTRAL VOLKSWAGEN, INC. AND
CENTRAL V.W., INC.'S NEW MATTER PURSUANT TO
RULE 2252(d)

AND NOW, comes Defendant, CLIFFORD W. HAMILTON, by and through his attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files the following Reply to New Matter of co-Defendants Central Volkswagen, Inc. and Central V.W., Inc.

60. Please see paragraphs 21 through 58, inclusive, of Defendant Hamilton's Answer to Plaintiff's Complaint, which paragraphs are incorporated herein by reference as though set forth in full.

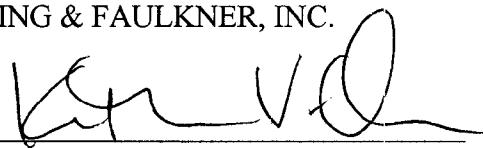
61. Denied. The averments of paragraph 61 are denied for the reasons set forth in Defendant Hamilton's Answer with New Matter to Plaintiff's Complaint, incorporated herein by reference as though set forth in full, and pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

WHEREFORE, Defendant Clifford W. Hamilton makes this Reply to New Matter pursuant to Rule 2252(d) and denies any liability to co-Defendants Central Volkswagen, Inc. and

Central V.W., Inc., and respectfully that these Defendants' New Matter Cross Claims against him be dismissed, with prejudice.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver
Attorneys for Defendant
CLIFFORD W. HAMILTON
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

Dated: January 15, 2002

Sheetz v. Central Volkswagen, Inc., et al

VERIFICATION

The undersigned verifies that he is authorized to make this verification on his own behalf; and that the statements made in the foregoing **DEFENDANT CLIFFORD W. HAMILTON'S REPLY TO DEFENDANTS CENTRAL VOLKSWAGEN, INC. AND CENTRAL V.W., INC.'S NEW MATTER PURSUANT TO RULE 2252(d)** are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. §4904, related to unsworn falsification to authority.

Clifford W. Hamilton
Clifford W. Hamilton

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

SHEETZ, INC., :
: Plaintiff, : No. 2001 - 1160 C.D.
: :
vs. :
: :
CENTRAL VOLKSWAGEN, INC., :
CENTRAL VW, INC., VOLKSWAGEN :
OF AMERICA, INC., WINNEBAGO :
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
: Defendants. :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant Clifford W. Hamilton's
Reply to Defendants Central Volkswagen, Inc. and Central V.W., Inc.'s New Matter Pursuant to
Rule 2252(d) in the above-captioned matter was mailed by regular mail, postage prepaid, at the
Post Office, State College, Pennsylvania, on this 15th day of January, 2002, to the attorney(s) of
record:

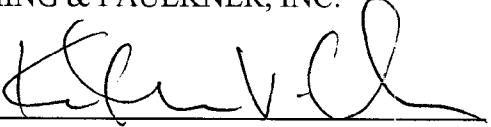
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McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

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Attorneys for Defendant
CLIFFORD W. HAMILTON
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State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

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

SHEETZ, INC., Plaintiff, vs. CENTRAL VOLKSWAGEN, INC., CENTRAL VW, INC., VOLKSWAGEN OF AMERICA, INC., WINNEBAGO INDUSTRIES, INC. and CLIFFORD W. HAMILTON, Defendants. No. 2001 - 1160 C.D.

Type of Pleading: Defendant Clifford W. Hamilton's Reply to New Matter in the Nature of Cross Claims of Defendant Volkswagen of America, Inc.

Filed on Behalf of Defendant CLIFFORD W. HAMILTON

Counsel of Record for This Party: Katherine V. Oliver, Esquire Supreme Court I.D. #77069 McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc. 811 University Drive State College, PA 16801 (814) 238-4926 Fax: (814) 238-9624

FILED

JAN 16 2002

1909100
William A. Shaw
Prethonotary

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

SHEETZ, INC., :
: Plaintiff, : No. 2001 - 1160 C.D.
: :
vs. :
: :
CENTRAL VOLKSWAGEN, INC., :
CENTRAL VW, INC., VOLKSWAGEN :
OF AMERICA, INC., WINNEBAGO :
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
: :
Defendants. :
:

**DEFENDANT CLIFFORD W. HAMILTON'S REPLY TO
NEW MATTER IN THE NATURE OF CROSS CLAIMS
OF DEFENDANT VOLKSWAGEN OF AMERICA, INC**

AND NOW comes Defendant, CLIFFORD W. HAMILTON, by and through his attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and files the following Response to Defendant Volkswagen of America, Inc.'s New Matter in the Nature of Cross Claims.

74. Defendant Hamilton incorporates herein by reference as though set forth in full paragraphs 19 through 20 and 39-58 of his Answer with New Matter to Plaintiff's Complaint.

75. Denied. The averments of paragraph 75 are conclusions of law to which no response is required. To the extent that a response might be deemed required, the averments of paragraph 75 are denied.

76. Denied. The averments of paragraph 76 are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e), and for the reasons set forth within Defendant Hamilton's Answer with New Matter and New Matter Cross Claims to Plaintiff's Complaint, incorporated herein by reference as though set forth in full. By way of further response, the averments of paragraph 76

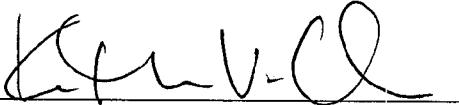
constitute legal conclusions to which no response is required. To the extent that a response might be deemed required, the averments of paragraph 76 are denied.

77. Denied. The averments of paragraph 77 are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e), and for the reasons set forth within Defendant Hamilton's Answer with New Matter and New Matter Cross Claims to Plaintiff's Complaint, incorporated herein by reference as though set forth in full. By way of further response, the averments of paragraph 77 constitute legal conclusions to which no response is required. To the extent that a response might be deemed required, the averments of paragraph 77 are denied.

WHEREFORE, Defendant Clifford W. Hamilton makes this Reply to New Matter in the Nature of Cross Claims and denies any liability to co-Defendant Volkswagen of America, Inc. and respectfully requests that the Defendant's New Matter in the Nature of Cross Claims against him be dismissed, with prejudice.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver
Attorneys for Defendant
CLIFFORD W. HAMILTON
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

Dated: January 15, 2002

Sheetz v. Volkswagen of America, Inc., et al

VERIFICATION

The undersigned verifies that he is authorized to make this verification on his own behalf; and that the statements made in the foregoing **DEFENDANT CLIFFORD W. HAMILTON'S REPLY TO NEW MATTER IN THE NATURE OF CROSS CLAIMS OF DEFENDANT VOLKSWAGEN OF AMERICA, INC.** are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. §4904, related to unsworn falsification to authority.

Clifford W. Hamilton
Clifford W. Hamilton

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

SHEETZ, INC., :
: Plaintiff, : No. 2001 - 1160 C.D.
: :
vs. :
: :
CENTRAL VOLKSWAGEN, INC., :
CENTRAL VW, INC., VOLKSWAGEN :
OF AMERICA, INC., WINNEBAGO :
INDUSTRIES, INC. and CLIFFORD W. :
HAMILTON, :
: :
Defendants. :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant Clifford W. Hamilton's
Reply to New Matter in the Nature of Cross Claims of Defendant Volkswagen of America, Inc.
in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office,
State College, Pennsylvania, on this 15th day of January, 2002 to the attorney(s) of record:

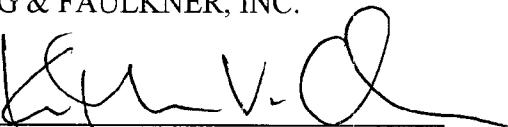
Alexander P. Bicket, Esquire
Zimmer Kuriz PLLC
3300 USA Tower
Pittsburgh, PA 15219-2702

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222

Raymond T. Le Bon, Enquire
1819 J. F. K. Boulevard Suite 300
Philadelphia, PA 19103

Clem C. Trischler, Esquire
Pietragallo, Bosick & Gordon
The Thirty-eighth Floor
One Oxford Center
Pittsburgh, PA 15219

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 

Katherine V. Oliver
Attorneys for Defendant
CLIFFORD W. HAMILTON
811 University Drive
State College, PA 16801
(814) 238-4926
Fax: (814) 238-9624

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants.

CIVIL DIVISION

No. 2001-1160, C.D.

**RESPONSE TO NEW MATTER
2252(d) OF DEFENDANT,
VOLKSWAGEN OF AMERICA, INC.**

Filed on behalf of Defendant, Winnebago
Industries, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957
Timothy R. Smith, Esquire
PA I.D. #63282

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

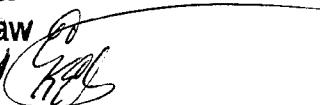
(412) 263-2000

FILED

JAN 17 2002

m11.06/Inoc

William A. Shaw
Prothonotary



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

SHEETZ, INC.,)
Plaintiff,)
v.)
CENTRAL VOLKSWAGEN, INC.,)
CENTRAL VW, INC., VOLKSWAGEN OF)
AMERICA, INC., WINNEBAGO)
INDUSTRIES, INC., and CLIFFORD W.)
HAMILTON,)
Defendants)

**RESPONSE TO NEW MATTER 2252(d) OF
DEFENDANT, VOLKSWAGEN OF AMERICA, INC.**

AND NOW, comes the Defendant, Winnebago Industries, Inc. (hereinafter "Winnebago"), by and through its attorneys, PIETRAGALLO, BOSICK & GORDON, Clem C. Trischler, Esquire and Timothy R. Smith, Esquire and files a Response to the New Matter 2252(d) of Defendant, Volkswagen of America, Inc.

1. After reasonable investigation, Defendant, Winnebago, is without knowledge concerning the allegations contained in Paragraph 75, therefore, the same is denied.

2. Paragraph 76 of Defendant, Volkswagen of America, Inc.'s New Matter Pursuant to Rule 2252(d) contains a conclusion of law to which no responsive pleading is required. Should a responsive pleading be deemed to be required, the same is denied.

3. Paragraph 76 of Defendant, Volkswagen of America, Inc.'s New Matter Pursuant to Rule 2252(d) contains a conclusion of law to which no responsive pleading is required. Should a responsive pleading be deemed to be required, the same is denied.

4. Paragraph 77 of Defendant, Volkswagen of America, Inc.'s New Matter Pursuant to Rule 2252(d) contains a conclusion of law to which no responsive pleading is required. Should a responsive pleading be deemed to be required, the same is denied.

WHEREFORE, Defendant, Winnebago Industries, Inc., denies liability to the Defendant, Volkswagen of America, Inc., and demands judgment in its favor together with costs.

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON



Clem C. Trischler, Esquire
Timothy R. Smith

One Oxford Centre, 38th Floor
Pittsburgh, PA 15219
(412) 263-2000

CERTIFICATE OF SERVICE

I, Timothy R. Smith, Esquire, do hereby certify that a true and correct copy of the within Response to the New Matter 2252(d) of Defendant, Volkswagen of America, Inc. has been served on all counsel of record listed below by placing same in the U.S. mail, first class postage prepaid, this 15th day of January, 2002:

Alexander P. Bicket, Esquire
Zimmer Kunz, PLLC
3300 USX Tower
Pittsburgh, PA 15219
Counsel for Plaintiff

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
Counsel for Defendants, Central Volkswagen, Inc.
and Central VW, Inc.

Raymond T. Le Bon, Esquire
Law Offices of Raymond T. Le Bon, P.C.
1819 J.F.K. Boulevard, Suite 300
Philadelphia, PA 19103
Counsel for Defendant, Volkswagen of America, Inc.

James M. Horne, Esquire
McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801
Counsel for Defendant, Clifford W. Hamilton



Timothy R. Smith, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants.

CIVIL DIVISION

No. 2001-1160, C.D.

**RESPONSE TO NEW MATTER
2252(d) OF DEFENDANTS, CENTRAL
VOLKSWAGEN, INC. and CENTRAL
VW, INC.**

Filed on behalf of Defendant, Winnebago
Industries, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957
Timothy R. Smith, Esquire
PA I.D. #63282

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

FILED

JAN 17 2002

m 11:061ncc
William A. Shaw
Prothonotary

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

SHEETZ, INC.,)
Plaintiff,)
v.)
CENTRAL VOLKSWAGEN, INC.,)
CENTRAL VW, INC., VOLKSWAGEN OF)
AMERICA, INC., WINNEBAGO)
INDUSTRIES, INC., and CLIFFORD W.)
HAMILTON,)
Defendants)

**RESPONSE TO NEW MATTER 2252(d) OF
DEFENDANTS, CENTRAL VOLKSWAGEN, INC.
and CENTRAL VW, INC.**

AND NOW, comes the Defendant, Winnebago Industries, Inc. (hereinafter "Winnebago"), by and through its attorneys, PIETRAGALLO, BOSICK & GORDON, Clem C. Trischler, Esquire and Timothy R. Smith, Esquire and files a Response to the New Matter 2252(d) of Defendants, Central Volkswagen, Inc. and Central VW, Inc.

1. The averments contained in Paragraph 61 of Defendants' Central Volkswagen, Inc. and Central VW, Inc. contain conclusions of law without factual content and thus are denied by operation of Pennsylvania Rule of Civil Procedure 1029(d). If it is determined that a further response is required, the allegations of Paragraph 61 are denied.

CERTIFICATE OF SERVICE

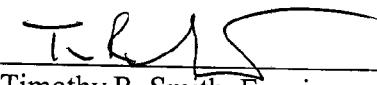
I, Timothy R. Smith, Esquire, do hereby certify that a true and correct copy of the within Response to Defendants, Central Volkswagen, Inc. and Central VW, Inc., New Matter Pursuant to Rule 2252(d) has been served on all counsel of record listed below by placing same in the U.S. mail, first class postage prepaid, this 15th day of January, 2002:

Alexander P. Bicket, Esquire
Zimmer Kunz, PLLC
3300 USX Tower
Pittsburgh, PA 15219
Counsel for Plaintiff

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
*Counsel for Defendants, Central Volkswagen, Inc.
and Central VW, Inc.*

Raymond T. Le Bon, Esquire
Law Offices of Raymond T. Le Bon, P.C.
1819 J.F.K. Boulevard, Suite 300
Philadelphia, PA 19103
Counsel for Defendant, Volkswagen of America, Inc.

James M. Horne, Esquire
McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801
Counsel for Defendant, Clifford W. Hamilton



Timothy R. Smith, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.,

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN
OF AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., and CLIFFORD W.
HAMILTON,

Defendants.

CIVIL DIVISION

No. 2001-1160, C.D.

**RESPONSE TO NEW MATTER
2252(d) OF DEFENDANT,
CLIFFORD W. HAMILTON**

Filed on behalf of Defendant, Winnebago
Industries, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957
Timothy R. Smith, Esquire
PA I.D. #63282

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

FILED

JAN 17 2002

mlb/ncc
William A. Shaw
Prothonotary

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

**RESPONSE TO NEW MATTER 2252(d) OF
DEFENDANT, CLIFFORD W. HAMILTON**

AND NOW, comes the Defendant, Winnebago Industries, Inc. (hereinafter "Winnebago"), by and through its attorneys, PIETRAGALLO, BOSICK & GORDON, Clem C. Trischler, Esquire and Timothy R. Smith, Esquire and files a Response to the New Matter 2252(d) of Defendant, Clifford W. Hamilton.

1. The averments of Paragraph 62 of the Defendant, Clifford W. Hamilton's New Matter Pursuant to Rule 2252(d) do not pertain to this Defendant and thus no response is required. Should a response be deemed to be required, the same is denied.

2. The averments of Paragraph 63 of the Defendant, Clifford W. Hamilton's New Matter Pursuant to Rule 2252(d) consist exclusively of legal conclusions without factual content and thus are denied by operation of Pennsylvania Rule of Civil Procedure 1029(d).

3. The averments of Paragraph 64 of the Defendant, Clifford W. Hamilton's New Matter Pursuant to Rule 2252(d) consist exclusively of legal conclusions without factual content and thus are denied by operation of Pennsylvania Rule of Civil Procedure 1029(d).

4. The averments of Paragraph 65 of the Defendant, Clifford W. Hamilton's New Matter Pursuant to Rule 2252(d) do not pertain to this Defendant and thus no response is required. Should a response be deemed to be required, the same is denied.

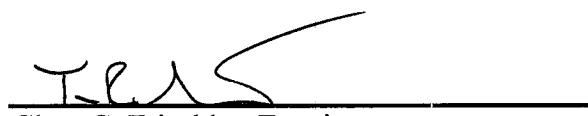
5. The averments of Paragraph 66 of the Defendant, Clifford W. Hamilton's New Matter Pursuant to Rule 2252(d) do not pertain to this Defendant and thus no response is required. Should a response be deemed to be required, the same is denied.

6. The averments of Paragraph 67 of the Defendant, Clifford W. Hamilton's New Matter Pursuant to Rule 2252(d) do not pertain to this Defendant and thus no response is required. Should a response be deemed to be required, the same is denied.

WHEREFORE, Defendant, Winnebago Industries, Inc., denies liability to the Defendant, Clifford W. Hamilton, and demands judgment in its favor together with costs.

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON



Clem C. Trischler, Esquire
Timothy R. Smith

One Oxford Centre, 38th Floor
Pittsburgh, PA 15219
(412) 263-2000

CERTIFICATE OF SERVICE

I, Timothy R. Smith, Esquire, do hereby certify that a true and correct copy of the within Response to Defendant, Clifford W. Hamilton's, New Matter Pursuant to Rule 2252(d) has been served on all counsel of record listed below by placing same in the U.S. mail, first class postage prepaid, this 15th day of January, 2002:

Alexander P. Bicket, Esquire
Zimmer Kunz, PLLC
3300 USX Tower
Pittsburgh, PA 15219
Counsel for Plaintiff

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
*Counsel for Defendants, Central Volkswagen, Inc.
and Central VW, Inc.*

Raymond T. Le Bon, Esquire
Law Offices of Raymond T. Le Bon, P.C.
1819 J.F.K. Boulevard, Suite 300
Philadelphia, PA 19103
Counsel for Defendant, Volkswagen of America, Inc.

James M. Horne, Esquire
McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801
Counsel for Defendant, Clifford W. Hamilton



Timothy R. Smith, Esquire

LAW OFFICES OF RAYMOND T. LE BON, P.C.
BY: Raymond T. Le Bon, Esquire
I.D. No.: 49384
1819 J.F.K. Blvd., Suite 300
Philadelphia, PA 19103
(215) 569-9860

ATTORNEY FOR DEFENDANT
VOLKSWAGEN OF AMERICA, INC.

SHEETZ, INC. : COURT OF COMMON PLEAS
CLEARFIELD COUNTY

v. :

CENTRAL VOLKSWAGEN, INC., : NO.: 2001-1160, CD
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC. AND CLIFFORD
W. HAMILTON

TO THE PROTHONOTARY:

WITHDRAWAL OF APPEARANCE

Kindly withdraw my appearance on behalf of defendant Volkswagen
of America, Inc. in the above referenced matter.

LAW OFFICES OF RAYMOND T. LE BON, P.C.
Attorney for Defendant
Volkswagen of America, Inc.

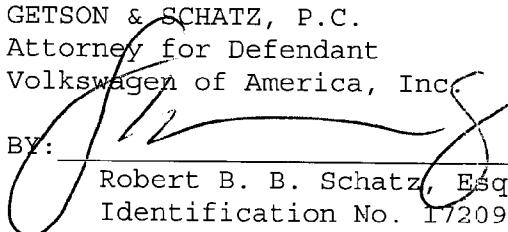
BY: 
Raymond T. Le Bon, Esquire

TO THE PROTHONOTARY:

ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of Volkswagen of America,
Inc. in the above referenced matter.

GETSON & SCHATZ, P.C.
Attorney for Defendant
Volkswagen of America, Inc.

BY: 
Robert B. B. Schatz, Esquire
Identification No. 17209
1819 J.F.K. Blvd., Suite 300
Philadelphia, PA 19103
(215) 546-3030

FILED

MAR 08 2002

1/1/08

William A. Shaw
Prothonotary

no CC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., AND
CLIFFORD W. HAMILTON

Defendants.

CIVIL DIVISION

No. 2001-1160, CD

REPLY TO NEW MATTER

Filed on behalf of:
SHEETZ, INC., Plaintiff

Counsel of Record for This Party:
Alexander P. Bicket, Esquire
Pa. I.D. #53428

ZIMMER KUNZ PLLC
Firm #920
3300 USX Tower
Pittsburgh, PA 15219
(412) 281-8000

FILED

APR 19 2002

M 17301ncc
William A. Shaw
Prothonotary

REPLY TO NEW MATTER OF DEFENDANT VOLKSWAGEN OF AMERICA, INC.

AND NOW comes the Plaintiff, Sheetz, Inc., by and through its attorneys, Zimmer Kunz, PLLC and Alexander P. Bicket, Esquire and files the within Reply to New Matter of Defendant Volkswagen of American, Inc. and in support thereof sets forth as follows:

1. The allegations contained in Paragraph 59 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.
2. The allegations contained in Paragraph 60 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.
3. The allegations contained in Paragraph 61 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required.
4. The allegations contained in Paragraph 62 are admitted.
5. The allegations contained in Paragraph 63 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.
6. The allegations contained in Paragraph 64 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, after reasonable investigation, this Defendant is without information or knowledge sufficient to form a belief as to the truth of the averments set forth in Paragraph 64 and therefore the same are denied.

7. The allegations contained in Paragraph 65 of Defendant Volkswagen of America, Inc.'s New Matter are denied.

8. The allegations contained in Paragraph 66 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.

9. The allegations contained in Paragraph 67 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.

10. The allegations contained in Paragraph 68 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.

11. The allegations contained in Paragraph 69 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.

12. The allegations contained in Paragraph 70 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.

13. The allegations contained in Paragraph 71 of Defendant Volkswagen of America, Inc.'s New Matter contains conclusions of law to which no response is required. To the extent that an answer is deemed necessary, the said allegations are denied.

WHEREFORE, the Plaintiff, Sheetz, Inc., demands judgment in its favor and against all parties with costs sustained.

Respectfully submitted,

ZIMMER KUNZ, PLLC

By _____

ALEXANDER P. BICKET, ESQUIRE

VERIFICATION

I, TONI WHITE, Claims Coordinator of Sheetz, Inc. do hereby verify that the averments of facts contained in the foregoing Plaintiff's Reply to New Matter of Defendant Volkswagen of America, Inc. are true and correct to the best of my knowledge, information and belief.

I understand false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 4/12/02

Toni White
TONI WHITE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within REPLY TO NEW MATTER OF DEFENDANT VOLKSWAGEN OF AMERICA, INC. has been served upon the following parties as addressed below by mailing same by United States First Class mail, postage prepaid this 17th day of April, 2002.

Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222

Raymond T. Le Bon, Esquire
Law Offices of Raymond T. Le Bon, P.C.
1819 J.F.K. Boulevard
Suite 300
Philadelphia, PA 19103

Clem C. Trischler Esquire
Pietragallo Bosick & Gordon
The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

James M. Horne, Esquire
McQuade, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801

ZIMMER KUNZ, PLLC
BY _____
ALEXANDER P. BICKET, ESQUIRE



GETSON & SCHATZ, P.C.
BY: Robert B. B. Schatz, Esquire
I.D. No.: 17209
230 South Broad Street
Suite 1001
Philadelphia, PA 19102
(215) 520 4000

ATTORNEYS FOR DEFENDANT
VOLKSWAGEN OF AMERICA, INC.

SHEETZ, INC.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

v.

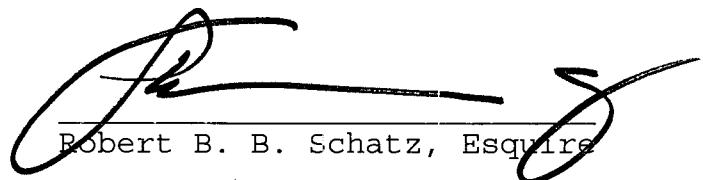
:

CENTRAL VOLKSWAGEN INC.,
CENTRAL VW,
VOLKSWAGEN OF AMERICA, INC. : NO. 2001-1160, CD
WINNEBAGO INDUSTRIES, INC. AND
CLIFFORD W. HAMILTON

NOTICE OF CHANGE OF ADDRESS

Please note the following change for defendant's attorney in
this case:

ROBERT B. B. SCHATZ
230 South Broad Street
Suite 1001
Philadelphia, PA 19102
Phone: (215) 520 4000
Fax: (215) 520 4001



Robert B. B. Schatz, Esquire

Dated: 1/7/03

FILED

JAN 21 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHEETZ, INC.

Plaintiff,

v.

CENTRAL VOLKSWAGEN, INC.,
CENTRAL VW, INC., VOLKSWAGEN OF
AMERICA, INC., WINNEBAGO
INDUSTRIES, INC., AND
CLIFFORD W. HAMILTON

Defendants.

CIVIL DIVISION

No. 2001-1160, CD

**PRAECIPE TO SETTLE &
DISCONTINUE**

Filed on behalf of:
SHEETZ, INC., Plaintiff

Counsel of Record for This Party:
Alexander P. Bicket, Esquire
Pa. I.D. #53428

ZIMMER KUNZ PLLC
Firm #920
3300 USX Tower
Pittsburgh, PA 15219
(412) 281-8000

FILED

FEB 28 2003

**William A. Shaw
Prothonotary**

PRAECIPE TO SETTLE AND DISCONTINUE

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the docket in the above-captioned matter settled and discontinued and issue a Certificate of Settlement and Discontinuance.

Respectfully submitted,

ZIMMER KUNZ, PLLC

By _____

ALEXANDER P. BICKET, ESQUIRE
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within PRAECIPE TO SETTLE AND DISCONTINUE has been served upon the following parties as addressed below by mailing same by United States First Class mail, postage prepaid this 25th day of February, 2003.

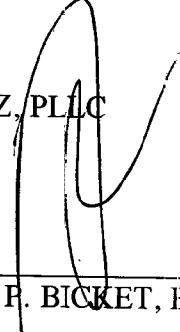
Scott E. Becker, Esquire
Bonacci, Muchow & Redman
870 Six PPG Place
Pittsburgh, PA 15222
(*Counsel for Central Volkswagen, Inc. and
Central VW, Inc.*)

Timothy R. Smith, Esquire
Pietragallo Bosick & Gordon
The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219
(*Counsel for Winnebago Industries*)

James M. Horne, Esquire
McQuade, Blasko, Schwartz, Fleming & Faulkner, Inc.
811 University Drive
State College, PA 16801
(*Counsel for Clifford W. Hamilton*)

Robert B.B. Schatz
Getson & Schatz, P.C.
230 South Broad Street
Suite 1001
Philadelphia, PA 19102
(*Counsel for Volkswagen of America, Inc.*)

ZIMMER KUNZ, PLLC
BY _____
ALEXANDER R. BICKET, ESQUIRE



FILED

NoCC

12:41 PM
FEB 28 2003

Disc to Atty

William A. Shaw

copy to ~~DOJ~~ CIA
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

2003-02-28

Sheetz, Inc.

Vs.

No. 2001-01160-CD

Central Volkswagen, Inc.,
Central VW, Inc., Volkswagen of America
Inc., Winnebago Industries, Inc., and
Clifford W. Hamilton

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 February 28, 2003 marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by Alexander P. Bicket, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of February A.D. 2003.

William A. Shaw, Prothonotary