

2004-1840-CD
WANDA J. KENNEDY

VS

FORD MOTOR COMPANY

Wanda Kennedy vs Ford Motor
2004-1840-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 04-1840-CD

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Susanne Kimberland, Esquire
Identification No. 64806

KIMMEL & SILVERMAN, P.C.
210 Grant Street
Suite 202
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WRIT WAIVED

Shaw
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William A. Shaw
Prothonotary/Clerk of Courts

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

WANDA J. KENNEDY,

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51**

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

WANDA J. KENNEDY,

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT

1. Plaintiff, Wanda J. Kennedy, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 65 Jason Street, Osceola Mills, Pennsylvania 16666.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conducts business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at this address.

BACKGROUND

3. On or about June 27, 2003, Plaintiff purchased a new 2003 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number AFMYU93143KB33199.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled more than \$23,698.00. A true and correct copy of the MV-1 exemplifying the above charges is attached hereto, made a part hereof and marked Exhibit "A".

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

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

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual. A true and correct copy of the warranty is attached hereto, made a part hereof and marked Exhibit "B".

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

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

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

12. Within the warranty period, Plaintiff complained about defects and or non-conformities to the following vehicle components: transmission, requiring replacement twice. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "C".

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

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

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

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

22. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

23. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

25. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

26. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

27. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

28. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

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

COUNT II
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: 

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorneys for Plaintiff
210 Grant Street
Suite 202
Pittsburgh, Pennsylvania 15219
(412) 566-1001

VERIFICATION

Craig Thor Kimmel/Susanne Kimberland states that he/she is the attorney for the Plaintiff(s) herein; that he/she is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his/her knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsifications to authorities.

KIMMEL & SILVERMAN, P.C.



Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorneys for Plaintiff
210 Grant Street
Suite 202
Pittsburgh, PA 15219

(412) 566-1001

IV-1 (5-00)

MV-1 (5-03)				TAX / FEES		
MAKE OF VEHICLE FORD	VEHICLE IDENTIFICATION NUMBER VIN / VEHICLE TRACING 1H1133143B13799	BODY TYPE (SOV. TO BUS/ETC.) SUV	MODEL YEAR 2003	PURCHASE PRICE \$0	LESS TAXES TAXES DUE 22325.00	
GROSS VEHICLE WEIGHT RATING 1/2 TON DIESEL	FUEL DIN/MECANIC ELECTRIC 8271BZ	AUTHORIZED INSPECTOR INSPECTION MECHANIC PRINT NAME CHRISTINE A. RIES	LESS TAXES TAXES DUE N/A	AMOUNT PAID IN N/A		
CHECK NECESSARY TO DETERMINE IF THE VEHICLE IS TO BE USED OR WAS PERMANENTLY USED AS A TAXI OR A POLICE VEHICLE. IF APPLICABLE ANSWER IN THE BOXES.				SIGN HERE	AMOUNT PAID IN N/A	
LAST NAME OR FULL BUSINESS NAME KENNEDY, DAVID J.	FIRST NAME DAVID J.	MIDDLE INITIAL J	DATE ISSUED PURCHASED 06/27/03	LESS TAXES TAXES DUE 1339.51	AMOUNT PAID IN N/A	
CO-PILOT/CHASER				DEALER TO NUMBER IF APPLICABLE	LESS TAXES TAXES DUE N/A	
STREET 200 ELIZABETH ST. USCPA HILLS PA 16660		CITY PA	STATE 16660	COUNTY CODE 117	TAXES DUE 1339.50	
NOTE: If a co-pilot or other family member is listed and you want the title to be listed as joint tenants, A.L.T. RIGHT OF SURVIVAL (In case of the death of the owner, the title goes to surviving owner) CHECK HERE <input checked="" type="checkbox"/> Otherwise, the title will be issued as "Grantor in Committee" (Owner or one owner, interest of deceased owner goes to his/her heirs or estate). NOTE: If a vehicle is to be used as a taxi or police vehicle check this block. If block is checked, compl. 14 and attach Form MV-14						
REFLECTS THE ACTUAL MILEAGE IN EXCESS OF ITS MFG. MILEAGE LIMIT		IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY		TITLE 22.50		
WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETELY PROVIDE A FALSE STATEMENT MAY RESULT IN FINES AND A PRIMING MORTGAGE.						
1ST LEND DATE 06/27/03	1ST LENDER SUNFOLIGH BANK	2ND LEND DATE	2ND LENDER	REGISTRATION OR PROCESSING FEE N/A		
STREET 575 LANCASTER AV.	STREET	STREET	STREET	REGISTRATION OR PROCESSING FEE N/A		
CITY PEABODY	STATE PA	ZIP 19631	CITY	FINANCIAL INSTITUTION NUMBER	FINANCIAL INSTITUTION NUMBER	
MADE OF VEHICLE CAR	VEHICLE IDENTIFICATION NUMBER 1H1133143B13799	MODEL YEAR 2003	5	NC OF CARDS 1	NC OF CARDS 1	
VEHICLE TYPE (SOV. TO BUS/ETC.) SUV	CONDITION OF VEHICLE GOOD	FAIR	POOR	TRANS. FEE 6.00	TRANS. FEE 6.00	
PASSENGER TAXI/US						
PASSENGER TAXI/US						
UNDER CAPACITY SUV/UTV	YES	NO	SEAT BELT POWER	15 OR LESS	16 TO 25 MPH	
MO/DR DRIVEN CYCLE MOPED	REFERRABLE PILOT	YES	NO	MAX DESIGN SPEED 25 MPH OR LESS	YES	NO
ALL OMA F TRANSMISSION	YES	NO	DESIGNED/ALTERED FOR ROAD USE	YES	NO	
MOTOR HOME	CLASS OF MFG.		BODY MAKE			
TRAILER VEHICLE REG. NO.	NUMBER OF AXLES		REG. REGISTERED GROSS WT. INCLUDING DAD			
TRAILER REG. NO.	NUMBER OF AXLES		UNLOAD WT. (EMPTY)			
TRAILER REG. NO.	REG. REGISTERED GROSS COMBINATION WT.		GROSS COMBINATION WT. RATE			
IMPLEMENT OF HUSKERY OR SPECIAL MOBILE EQUIPMENT	COMPLISTE AND ATTACH FORM MV-150		TOTAL PAID (ADD 7-10-11 Sgn. On Check In This Amount)			
ORIGINAL PLATE <input checked="" type="checkbox"/> Check One			TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE			
PLATE TO BE ISSUED BY THE STATE OF MASSACHUSETTS MUST BE ATTACHED			TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/> TRANSFER OF PLATE & RE-PLACEMENT OF PLATE			
EXCHANGE PLATE TO BE ISSUED BY BUREAU			REASON FOR REPLACEMENT			
TEMPORARY PLATE ISSUED BY BUREAU			EXPIRES <input type="checkbox"/> LOST <input type="checkbox"/> STOLEN <input type="checkbox"/> DEFACED <input type="checkbox"/> NEVER RECEIVED/LOST IN MAIL			
SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED, IF OTHER THAN APPLICANT			NO. E. IF NEVER RECEIVED block is checked, applicant must complete Form MV-14			
TIME PLATE NO. 10/15/03			VIN 1GNDT13M312158765			
INSURANCE COMPANY NAME NEW HAMPSHIRE INSURANCE			RELATIONSHIP TO APPLICANT POLICY NO. (CR ATTACH BINDER) A1G7316617 POLICY EFFECTIVE DATE 10/15/02 POLICY EXPIRATION DATE 10/15/03			
ISSUING AGENT INFORMATION CERTIFY THAT THE VEHICLE IS INSURED AND SUBJ TO TEMPORARY REGISTRATION TO THE ABOVE APPLICANT IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS			ISSUING AGENT (PRINT NAME) EIGHTH LEGAL OFFICES INC ISSUING AGENT SIGNATURE TELEPHONE NO. 814-274-9660			
I FURTHER CERTIFY THAT THE VEHICLE IS INSURED AND SUBJ TO TEMPORARY REGISTRATION TO THE ABOVE APPLICANT IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS			FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A			
SIGNATURE OF PERSON ADMINISTERING CATH S E A			SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER 10/14/2003-6-19			
SIGN IN PRESENCE OF NOTARY						
PLAINTIFF'S EXHIBIT						

www.ownerconnection.com

Designed with Ford owner in mind, this site features updated information on vehicle service, special offers and Ford-sponsored events in your community.

Ford Cars and Light Trucks
(except Focus)
2003 model year

**PLAINTIFF'S
EXHIBIT**

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2003 model year Waranty Guide

Warranty Guide



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Your satisfaction is our #1 goal. If you have questions or concerns with your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your Selling/servicing dealership.
2. If the inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
TDD for hearing impaired:
1-800-232-5952

In Canada:

Ford Motor Company
of Canada, Limited
Customer Relationship Centre
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)

In Caribbean, Central America, Israel and
Sub-Saharan Africa:

Ford Motor Company
Worldwide Direct Market Operations
Attention: Owner Relations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: wdmocac@ford.com

In Puerto Rico and Virgin Islands:

Ford Motor Company
Caribbean Inc.
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: (787) 782-5959
Fax: (787) 781-8975
E-mail: prcac@ford.com

In Middle East & North Africa:

Ford Middle East & North Africa
Customer Relationship Center
API World Tower 17th Floor
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3327299
E-Mail: menacac@ford.com

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What Is Covered?

What Is Not Covered?

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Explanation Of California Emissions Warranties

What Is Covered?

What Is Not Covered?

7. ADDITIONAL INFORMATION ABOUT YOUR EMISSIONS WARRANTY COVERAGE, UNDER FEDERAL AND CALIFORNIA REQUIREMENTS

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Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2003-model car or light truck. If you bought a previously owned 2003-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-24).

Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (Pages 4-7), except that Ford Motor Company provides the New Vehicle Limited Warranty in Alaska, Illinois, Louisiana, Minnesota, Montana, New Hampshire, New Jersey, New York, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin. This list is accurate as of the publishing date of this guide. If you are interested in verifying the warranty provider for your vehicle, please call the Customer Relationship Center at 1-800-392-3673. Where it is the warranty provider, Ford Motor Vehicle Assurance Company will use Ford Motor Company as its agent. The warranty coverage you receive and your dealer's handling of any warranty-covered repair will be the same regardless of the warranty provider.

1. Introduction

Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the Dispute Settlement Board. The Board is a panel of impartial individuals who resolve disputes. For details, see **Dispute Settlement Board**, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint, Corrosion, or Emissions Coverage.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle. Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 (FORD) to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Worldwide Direct Marketing Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3.1 the new vehicle limited warranty for your
2003 model vehicle.

Your New Vehicle is covered by a WARRANTY against specific legal rights you may have after the laws of your Home State. This New Vehicle Limited Warranty is the only express warranty applicable to your vehicle. The following is a list of Vehicle Assumptions:

- Company authorizes anyone to assume for it any other obligation or liability in connection with your vehicle.

For Ford Motor Vehicle Assumptions and warranty, see page 10.

For possible fire and other hazards, you may have to leave your home. You might be caused to leave because of your transportation needs or if any other individual or group of individuals you may have to leave.

THE HISTORY OF THE AMERICAN REVOLUTION 113

Some states do not allow Ford to paint your vehicle if it is silver.

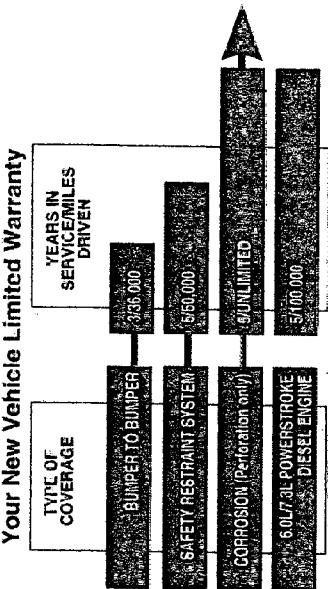
outlandish and now are an object of interest to a class of people who have no time for it and

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures: years in service & miles driven

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- **What is Covered?** (pages 5-7)
- **What is Not Covered?** (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 60/73L PowerStroke® Diesel Engine coverage.

Summer To Bummer Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford

Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle.

During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a

covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

6.0L7.3L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain direct injection diesel engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a \$100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, flywheel, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-24.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- freezing
- misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- altering or modifying the vehicle - including the body, chassis, or components - after the vehicle leaves Ford's control

- non-Ford parts installed after the vehicle leaves Ford's control. For example, but not limited to, cellular phones, alarm systems, and automatic starting systems, and performance-enhancing powertrain chips
- tampering with the vehicle, tampering with the emissions systems, or with other parts that affect these systems
- disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine

Damage Caused by Use and/or the Environment

Your New Vehicle Limited Warranty does not cover surface rust and deterioration of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. Here are examples:

- stone chips, scratches (some examples are on paint and glass)
- dings, dents
- cuts, burns, punctures or tears
- road salt, tree sap
- lightning, hail
- windstorm
- earthquake
- water or flood

Damage Caused by Improper Maintenance

Your New Vehicle Limited Warranty does not cover damage caused by failure to maintain the vehicle; improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the **Owner Guide** for correct fluid types and levels, and consult the **Scheduled Maintenance Guide** for proper ways to maintain your vehicle.

Maintenance/Wear

Your New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. Examples from the **Scheduled Maintenance Guide** are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- brake linings/pads
- tire rotation
- cleaning/polishing
- wiper blades
- clutch linings
- engine tune-up

Tire Wear or Damage

As typically is the case with tire manufacturer warranties, normal wear or worn-out tires are not covered by the New Vehicle Limited Warranty. Road hazard damage such as cuts, snags, bruises, bulges and impact breaks (potholes and curbs) are not covered. Any damage caused by a puncture or tire repair is not covered. In addition, damage from improper inflation or alignment, tire chains, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting is not covered.

Other Items and Conditions Not Covered

Your New Vehicle Limited Warranty also does not cover:

- non-Ford parts of your vehicle, for example, parts (including glass) installed by body builders or manufacturers other than Ford, or damage to Ford components caused by installation of non-Ford parts other than "certified" emissions parts
- vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the **Ford Ambulance Prep Package**; see important information about ambulance conversions (page 28)

- any Ford or Mercury vehicles (except Excursion modified by a Qualified Vehicle Modifier using the XLT package with a 6.8L engine and 4:30 axle (XC3)) that are converted to limousines. **This will void the New Vehicle Limited Warranty.** See additional information about authorized Excursion modifications on page 28.

Time Limits on Coverage

- After the first 12 months in service or 12,000 miles, whichever occurs first, wheel alignment and tire balancing are not covered unless required by a warranty repair.
- After 12 months in service, regardless of miles driven (24 months for vehicles sold and registered in the State of New York), wiper blades are not covered.

4. In addition

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program Ford will cover:

- towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- flat tire change
- fuel delivery
- jump starts
- lock-out assistance

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty, but the Program's time period runs concurrently with Bumper to Bumper Warranty Coverage (three years or 36,000 miles, whichever occurs first). If you need towing after Bumper to Bumper Coverage has ended, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call **1-800-241-3673 (FORD)**, **24 hours a day, 365 days a year.**

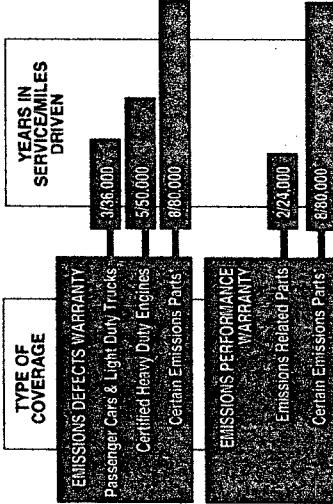
For daily rental units that must be towed because a covered part has failed during the Bumper to Bumper Warranty period, Ford will cover towing to the nearest Ford Motor Company dealership.

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defect Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Catalytic converters, compuvale, electronic emissions control unit, onboard emissions diagnostic device, and vehicle communication link (VCL) module for passenger cars and light duty trucks only (requires 18 years/80,000 mile coverage per the Clean Air Act)

For full details on emissions control coverage, see:

- **Emissions Defect Warranty** (page 12)
- **Emissions Performance Warranty** (pages 13-13)
- **What is Covered?** (pages 13-14)
- **What is Not Covered?** (page 14)

EMISSIONS DEFECT WARRANTY COVERAGE

Under the Emissions Defect Warranty, Ford Motor Company provides coverage for 3 years or 36,000 miles (whichever occurs first). This is an extension of the federal requirement that calls for coverage of

2 years/24,000 miles (whichever occurs first) for passenger car and light duty trucks. Certified heavy duty engines (vehicles with a GVWR over 8,500 pounds) are provided coverage for 5 years or 50,000 miles (whichever occurs first).

During this coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. EPA.
- your vehicle or engine is free from defects in factory-supplied materials or workmanship that could prevent it from conforming with applicable EPA regulations.
- you will not be charged for repair, replacement, or adjustment of defective emissions-related parts listed under **What is Covered?** on pages 13-14.

Under the Emissions Defect Warranty for passenger cars and light duty trucks (vehicles with a GVWR of 8,500 pounds or less), Ford Motor Company also provides coverage, including labor and diagnosis, for 8 years or 80,000 miles (whichever occurs first) for these emissions parts:

- catalytic converter
- compuvale
- electronic emissions control unit (PCM)
- onboard emissions diagnostic device
- vehicle communication link (VCL) module

EMISSIONS PERFORMANCE WARRANTY COVERAGE

If your vehicle is registered in a state where the state or local government has an EPA-approved inspection and maintenance program, you may also be eligible for Emissions Performance Warranty Coverage for 2 years or 24,000 miles (whichever occurs first), if you meet the conditions listed below in this section.

Under the Emissions Performance Warranty for passenger cars and light duty trucks, Ford Motor Company also provides coverage, including labor and diagnosis, for 8 years or 80,000 miles (whichever occurs first) for the following emissions parts, if you meet the conditions listed below in this section:

- catalytic converter
- compuvale
- electronic emissions control unit (PCM)
- onboard emissions diagnostic device
- vehicle communication link (VCL) module

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all these conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet.
- Your vehicle fails to conform, during the warranty coverage period of 2 years or 24,000 miles (whichever occurs first), to the applicable national EPA standards.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.
- The Emissions Performance Warranty will not apply to your vehicle if:
 - the vehicle is tested at high altitude, but is certified to meet standards only at sea level.
 - the diagnosis shows your vehicle will pass the applicable state or local government test using test procedures and standards set by the EPA.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

These parts are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

List of Parts Covered by Emissions Warranties

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Altitude Compensation System
- Catalytic Converter
- Cold Start Fuel Injector (1)
- Compuvale
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold

- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Sensor (1)
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (1)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Powertrain Control Module
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Throttle Body Assembly (MFI)
- Turbocharger Assembly
- Vehicle Communication Link (VCL) Module
- (1) Flex Fuel vehicle only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until: (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**, or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first).

Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 7-9.

6 California Requirements for Emissions Warranties

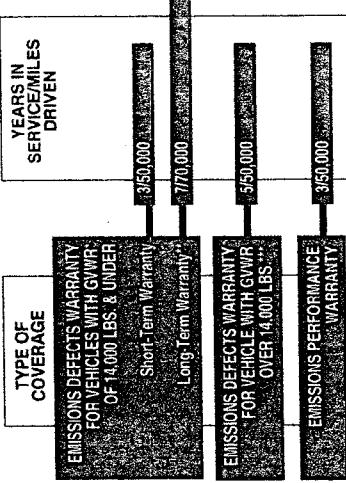
QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the coverage Ford Motor Company provides under the emissions control warranty to owners of vehicles certified for sale in California. (Your Vehicle Emissions Control Information label will indicate certified for sale in California or conforms to California regulations) and registered in California, Maine, Massachusetts, New York or Vermont. This coverage is in addition to Federal Emission warranties (Page 11).

There are four warranties:

- Short-Term Defects Warranty (vehicles of 14,000 lbs.* and under)
- Long-Term Defects Warranty (vehicles of 14,000 lbs.* and under)
- Defects Warranty (vehicles over 14,000 lbs.*)
- Performance Warranty

Emissions Warranties for California Vehicles



* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California.

*** Diesel engine vehicles are covered for 7 years or 100,000 miles.

For full details about coverage under California requirements for emissions control, see:

- **Defects Warranties** (pages 16-20)
- **Performance Warranty** (page 16)
- **What Is Covered?** (pages 18-20)
- **What Is Not Covered?** (page 20)

KEY: THE "KEY" COLUMN IS USED TO INDICATE THREE FUNCTIONS: "N" FOR NET PRICING, "A" FOR ACTUAL PRICE, AND "R" FOR REMANUFACTURED PART.

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Reynolds and Reynolds CA601210 (8/03)

Reynolds and Reynolds CA601210 (8/03)

TOM SCOTT FORD •

LIPSBURG, PA 16866 • (814) 342-4620

TOM SCOTT FORD, INC. - PHILIPSBURG, PA.

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

**RULE 4009.24 NOTICE OF
INTENT TO SERVE SUBPOENA**

Defendant.

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Susanne Kimberland, Esquire
Identification No. 64806

KIMMEL & SILVERMAN, P.C.
210 Grant St., Suite 202
Pittsburgh, PA 15219
(412) 566-1001

864
FILED NOV 24 2004
10:30 AM

William A. Shaw
Prothonotary/Clerk of Courts

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

WANDA J. KENNEDY,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL DIVISION

No.: 2004-01840-CD

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

Wanda J. Kennedy intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoenas. If no objection is made the subpoenas may be served.

KIMMEL & SILVERMAN, P.C.

By: _____

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh, Pennsylvania 15219
(412) 566-1001

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Wanda J. Kennedy
Plaintiff(s)
Vs.
Ford Motor Company
Defendant(s)

*

*

No. 2004-01840-CD

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Kightlinger Motors, Inc. 358 Route 6 West, Coudersport, Pa 16915
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

See SUBPOENA ATTACHMENT
Kimmel & Silverman, 210 Grant St., suite 202, Pittsburgh, Pa 15219

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

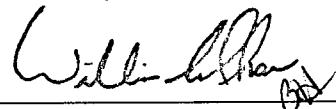
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Susanne Kimberland, Esquire
ADDRESS: 210 Grant St., suite 202
Pittsburgh, PA 15219
TELEPHONE: (412) 566-1001
SUPREME COURT ID #64806
ATTORNEY FOR: plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

DATE: Friday, November 19, 2004
Seal of the Court

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

No. 04-1840-CD

FORD MOTOR COMPANY,

Defendant.

To: Kightlinger Motors, Inc.
358 Route 6 West
Coudersport, PA 16915

SUBPOENA ATTACHMENT

The entire sales and service file (front and back), including but not limited to any and all service appointment information and/or records **whether an invoice was issued or not**, any and all information and/or records or requests for service appointments, any and all records of communication within the dealership or with other authorized Ford Motor Company facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2003 Ford Escape bearing Vehicle Identification Number 1FMYU93143KB33199 registered to Wanda J. Kennedy.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.24 Notice of Intent to Serve Subpoena was served on this 22nd day of November, 2004 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9158 3658).

Ford Motor Company
Consumer Affairs Litigation
16800 Executive Plaza Drive
Dearborn, MI 48126-4207



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

Defendant.

**RULE 4009.24 NOTICE OF
INTENT TO SERVE SUBPOENA**

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Susanne Kimberland, Esquire
Identification No. 64806

KIMMEL & SILVERMAN, P.C.
210 Grant St., Suite 202
Pittsburgh, PA 15219
(412) 566-1001

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NOV 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WANDA J. KENNEDY,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL DIVISION

No.: 2004-01840-CD

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

Wanda J. Kennedy intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoenas. If no objection is made the subpoenas may be served.

KIMMEL & SILVERMAN, P.C.

By: 

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh, Pennsylvania 15219
(412) 566-1001

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Wanda J. Kennedy

*

Plaintiff(s)

Vs.

*

No. 2004-01840-CD

Ford Motor Company

*

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Tom Scott Ford, 1001 Walton Street, Philipsburg, PA 16866
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

SEE SUBPOENA ATTACHMENT
Kimmel & Silverman, 210 Grant St., Suite 202, Pittsburgh, PA 15219

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Susanne Kimberland, Esquire

ADDRESS: 210 Grant St., suite 202
Pittsburgh, PA 15219

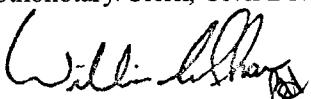
TELEPHONE: (412) 566-1001

SUPREME COURT ID #64806

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

DATE: Friday, November 19, 2004

Seal of the Court

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

No. 04-1840-CD

FORD MOTOR COMPANY,

Defendant.

**To: Tom Scott Ford
1001 Walton Street
Philipsburg, PA 16866**

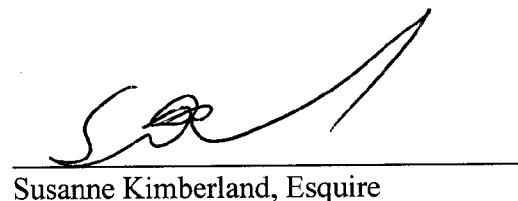
SUBPOENA ATTACHMENT

The entire sales and service file (front and back), including but not limited to any and all service appointment information and/or records **whether an invoice was issued or not**, any and all information and/or records or requests for service appointments, any and all records of communication within the dealership or with other authorized Ford Motor Company facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2003 Ford Escape bearing Vehicle Identification Number 1FMYU93143KB33199 registered to Wanda J. Kennedy.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.24 Notice of Intent to Serve Subpoena was served on this 22nd day of November, 2004 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9158 3658).

Ford Motor Company
Consumer Affairs Litigation
16800 Executive Plaza Drive
Dearborn, MI 48126-4207



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Wanda J. Kennedy,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

CASE NO. 2004-01840-CD

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on behalf of Defendant Ford Motor Company:

Counsel of record for this party:

Sommer L. Sheely
Pa I.D. No. 89422
BAKER & HOSTETLER LLP
65 East State Street, Suite 2100
Columbus, OH 43215
(614) 462-2663
(614) 462-2616 – fax

Counsel of record for Plaintiff:

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire
210 Grant St, Suite 202
Pittsburgh, PA 15219

FILED NO cc
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DEC 20 2004 GSP

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Wanda J. Kennedy,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

CASE NO. 2004-01840-CD

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the appearance of Sommer L. Sheely, Esquire, and the law firm of Baker & Hostetler LLP on behalf of Defendant Ford Motor Company in the above matter.

Papers may be served at the address set forth below:

Sommer L. Sheely, Esquire
(Pa. I.D. No. 89422)
BAKER & HOSTETLER LLP
Capitol Square
65 E. State Street, Suite 2100
Columbus, OH 43215

(614) 462-2663
(614) 462-2616 – fax

Dated 12/17/04

Sommer L. Sheely
Sommer L. Sheely

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Praeclipe for Entry of Appearance was served upon counsel for Plaintiffs on this 17th day of December, 2004, via regular U.S. mail, addressed as follows:

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire
210 Grant St., Suite 202
Pittsburgh, PA 15219

Sommer L. Sheely
Sommer L. Sheely

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Wanda J. Kennedy,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

CASE NO. 2004-01840-CD

ANSWER AND NEW MATTER

Filed on behalf of Ford Motor Company

Counsel of record for this party:

Sommer L. Sheely
PA ID. #89422

BAKER & HOSTETLER LLP
65 East State Street, Suite 2100
Columbus, OH 43215

(614) 462-2663

TO: Plaintiff

You are hereby notified to file a written Response to the enclosed ANSWER AND NEW MATTER within twenty (20) days from the date of service thereof or a judgment may be entered against you.

By Sommer L. Sheely
Sommer L. Sheely, Esquire

61 **FILED NO C**
M 12/30/04
DEC 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Wanda J. Kennedy,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

CASE NO. 2004-01840-CD

**ANSWER AND NEW MATTER OF
DEFENDANT FORD MOTOR
COMPANY**

AND NOW, comes the Defendant, Ford Motor Company, by and through its attorneys, Baker & Hostetler LLP and Sommer L. Sheely, Esq. and files the following Answer and New Matter to Plaintiff's Complaint, and in support thereof avers as follows:

1. After reasonable investigation, Ford denies the allegations contained in paragraph 1 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.
2. Ford admits the allegations contained in paragraph 2 of the Complaint.
3. Ford admits that it manufactured in part and assembled the subject vehicle in final form. Ford admits that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first. Ford admits the remaining allegations contained in paragraph 3 of the Complaint.

4. Ford admits the subject vehicle was purchased in Pennsylvania. After reasonable investigation, Ford denies the remaining allegations contained in paragraph 4 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.

5. Ford lacks firsthand knowledge as it was not a party to the transaction and as a result, Ford admits only from the documents currently in its possession that Plaintiff purchased the subject vehicle as alleged in paragraph 5 of the Complaint. Ford denies the remaining allegations contained in paragraph 5 of the Complaint.

6. Ford only admits that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first. Ford denies the remaining allegations contained in paragraph 6 of the Complaint.

7. Ford denies the allegations contained in paragraph 7 of the Complaint. By way of further response, Ford did not sell the subject vehicle to the Plaintiff.

8. Ford only admits that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first. Further answering, Ford denies the remaining allegations contained in paragraph 8 of the Complaint.

9. Ford denies the allegations contained in paragraph 9 of the Complaint.

10. Ford denies the allegations contained in paragraph 10 of the Complaint.

11. Ford denies the allegations contained in paragraph 11 of the Complaint.

12. Ford admits only that warranty service was performed on the subject vehicle. Further answering, Ford denies the remaining allegations contained in paragraph 12 as it lacks firsthand knowledge as it was not the party who performed repairs upon the subject vehicle.

13. After reasonable investigation, Ford denies the allegations contained in paragraph 13 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations as Ford was not the party who performed repairs on the subject vehicle.

14. After reasonable investigation, Ford denies the allegations contained in paragraph 14 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations as Ford was not the party who performed repairs on the subject vehicle.

15. Ford denies the allegations contained in paragraph 15 of the Complaint.

Count I

16. For its answer to paragraph 16 of the Complaint, Ford incorporates by reference its responses to the allegations set forth in paragraphs 1 through 15 of the Complaint as if fully rewritten herein.

17. After reasonable investigation, Ford denies the allegations contained in paragraph 17 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

18. Ford admits the allegations contained in paragraph 18 of the Complaint.

19. After reasonable investigation, Ford denies the allegations contained in paragraph 19 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

20. Ford admits only that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first.

Ford denies that it sold a service contract to the Plaintiff and denies the remaining allegations contained in paragraph 20 of the Complaint.

21. The allegations contained in paragraph 21 of the Complaint are legal conclusions to which no responsive pleading is required. To the extent a response is required, Ford denies the allegations contained in paragraph 21 of the Complaint.

22. Ford denies the allegations contained in paragraph 22 of the Complaint.

23. For its answer to paragraph 23 of the Complaint, Ford states that The Magnuson-Moss Warranty Improvement Act speaks for itself.

24. Ford denies the allegations contained in paragraph 24 of the Complaint.

25. Ford denies the allegations contained in paragraph 25 of the Complaint.

26. Ford denies the allegations contained in paragraph 26 of the Complaint. By way of further response, Ford did not breach any warranties applicable to the subject vehicle and therefore is not in violation of the Magnuson-Moss Warranty Act.

27. Ford denies the allegations contained in paragraph 27 of the Complaint.

28. Ford denies the allegations contained in paragraph 28 of the Complaint.

Count II

29. For its answer to paragraph 29 of the Complaint, Ford incorporates by reference its responses to the allegations set forth in paragraphs 1 through 28 of the Complaint as if fully rewritten herein.

30. After reasonable investigation, Ford denies the allegations contained in paragraph 30 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

31. Ford admits the allegations contained in paragraph 31 of the Complaint.

32. For its answer to paragraph 32 of the Complaint, Ford states that Section 201-9.2(a) of the Act speaks for itself.

33. For its answer to paragraph 33 of the Complaint, Ford states that Section 1961 of the Pennsylvania Automobile Lemon Law speaks for itself.

34. For its answer to paragraph 34 of the Complaint, Ford states that the Pennsylvania Unfair Trade Practices Act and Consumer Protection Act, 73 P.S. §201-2(4) speaks for itself.

35. Ford denies the allegations contained in paragraph 35 of the Complaint.

36. The allegations contained in paragraph 36 of the Complaint are legal conclusions to which no responsive pleading is required. To the extent a response is required, Ford denies the allegations contained in paragraph 36 of the Complaint.

37. Ford denies the allegations contained in paragraph 37 of the Complaint.

38. For its answer to paragraph 38 of the Complaint, Ford states that the Act speaks for itself.

39. Ford denies each and every allegation not specifically admitted herein.

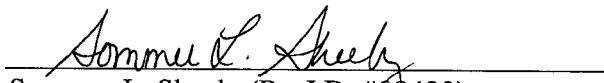
WHEREFORE, Defendant, Ford Motor Company, denies that it is liable in the sum or sums demanded, or in any sum whatsoever, and demands judgment in its favor.

NEW MATTER

40. Plaintiff's Complaint fails to state a claim upon which relief may be granted.
41. Plaintiff has stated no claim for relief entitling her to compensatory damages, attorneys fees and costs.
42. Plaintiff has failed to name and join all necessary and indispensable parties.
43. The alleged nonconformities do not substantially impair the use, value and/or safety of the subject vehicle.
44. The alleged nonconformities do not constitute a substantial impairment.
45. Ford reserves the right to assert additional affirmative defenses.

Dated: 12/17/04

Respectfully submitted,

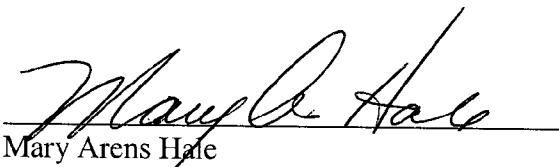


Sommer L. Sheely (Pa. I.D. #89422)
BAKER & HOSTETLER LLP
Capitol Square
65 East State Street, Suite 2100
Columbus, OH 43215-4260
Telephone: (614) 462-2663
Facsimile: (614) 462-2654
Attorneys for Ford Motor Company

VERIFICATION

I, Mary Arens Hale, Esquire, regional counsel for Defendant Ford Motor Company, verify that the statements of fact in the foregoing Answer and New Matter are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



Mary Arens Hale

Dated: 12/16/04

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Praeclipe for Entry of Appearance was served upon counsel for Plaintiffs on this 17th day of December, 2004, via regular U.S. mail, addressed as follows:

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire
210 Grant St., Suite 202
Pittsburgh, PA 15219

Sommer L. Sheely
Sommer L. Sheely

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISON

Plaintiff,

VS.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

Defendant.

**RULE 4009.25 CERTIFICATE
PREREQUISITE TO SERVICE
OF SUBPOENA**

Filed on Behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esquire
PA ID# 57100

Susanne Kimberland, Esquire
PA ID# 64806

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219

(412) 566-1001

FILED

JAN 03 2005
W111-301
William A. Shaw
Prothonotary/Clerk of Courts
cc to MTR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISON

Plaintiff,

VS.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

Defendant.

RULE 4009.25 CERTIFICATE
PREREQUISITE TO SERVICE OF SUBPOENA

As a prerequisite to service of subpoenas for documents and things pursuant to Rule 4009.22, Plaintiff, by Plaintiff's Attorney, certifies that:

1. A notice of intent to serve the subpoenas was made U.S. First Class, Certified Mail, Return Receipt Requested to Defendant on or about November 22, 2004, with written notice and a copy of the subpoena attached thereto. A copy of the written notices are attached hereto.
2. No objection to the subpoena has been received or will be made.
3. The subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

December 30, 2004



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.
Attorney for Plaintiff

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

**RULE 4009.24 NOTICE OF
INTENT TO SERVE SUBPOENA**

Defendant.

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Susanne Kimberland, Esquire
Identification No. 64806

KIMMEL & SILVERMAN, P.C.
210 Grant St., Suite 202
Pittsburgh, PA 15219
(412) 566-1001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

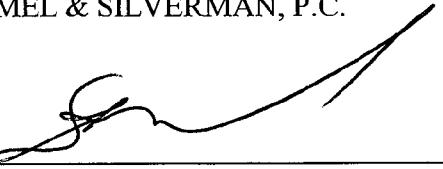
CIVIL DIVISION

No.: 2004-01840-CD

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

Wanda J. Kennedy intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoenas. If no objection is made the subpoenas may be served.

KIMMEL & SILVERMAN, P.C.

By: 

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh, Pennsylvania 15219
(412) 566-1001

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Wanda J. Kennedy

*

Plaintiff(s)

Vs.

*

No. 2004-01840-CD

Ford Motor Company

*

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Kightlinger Motors, Inc. 358 Route 6 West, Coudersport, Pa 16915
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

See SUBPOENA ATTACHMENT

Kimmel & Silverman, 210 Grant St., suite 202, Pittsburgh, Pa 15219

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Susanne Kimberland, Esquire

ADDRESS: 210 Grant St., suite 202
Pittsburgh, PA 15219

TELEPHONE: (412) 566-1001

SUPREME COURT ID #64806

ATTORNEY FOR: plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, November 19, 2004

Seal of the Court

Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

No. 04-1840-CD

FORD MOTOR COMPANY,

Defendant.

To: Kightlinger Motors, Inc.
358 Route 6 West
Coudersport, PA 16915

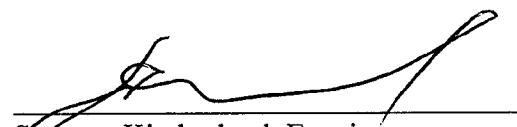
SUBPOENA ATTACHMENT

The entire sales and service file (front and back), including but not limited to any and all service appointment information and/or records **whether an invoice was issued or not**, any and all information and/or records or requests for service appointments, any and all records of communication within the dealership or with other authorized Ford Motor Company facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2003 Ford Escape bearing Vehicle Identification Number 1FMYU93143KB33199 registered to Wanda J. Kennedy.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.24 Notice of Intent to Serve Subpoena was served on this 22nd day of November, 2004 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9158 3658).

Ford Motor Company
Consumer Affairs Litigation
16800 Executive Plaza Drive
Dearborn, MI 48126-4207



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.25 Certificate Prerequisite to Service of Subpoena was served on this 30th day of December, 2004 via U.S. First Class Mail to:

Sommer L. Sheely, Esquire
Baker & Hostetler, LLP
Capital Square, Suite 2100
65 East State St.
Columbus, Ohio 43215-4260



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISON

Plaintiff,

VS.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

Defendant.

**RULE 4009.25 CERTIFICATE
PREREQUISITE TO SERVICE
OF SUBPOENA**

Filed on Behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esquire
PA ID# 57100

Susanne Kimberland, Esquire
PA ID# 64806

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219

(412) 566-1001

FILED

JAN 03 2005
11:30 AM 64
William A. Shaw
Prothonotary/Clerk of Courts

I CANT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISON

Plaintiff,

VS.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

Defendant.

RULE 4009.25 CERTIFICATE
PREREQUISITE TO SERVICE OF SUBPOENA

As a prerequisite to service of subpoenas for documents and things pursuant to Rule 4009.22, Plaintiff, by Plaintiff's Attorney, certifies that:

1. A notice of intent to serve the subpoenas was made U.S. First Class, Certified Mail, Return Receipt Requested to Defendant on or about November 22, 2004, with written notice and a copy of the subpoena attached thereto. A copy of the written notices are attached hereto.
2. No objection to the subpoena has been received or will be made.
3. The subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

December 30, 2004



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.
Attorney for Plaintiff

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 2004-01840-CD

FORD MOTOR COMPANY,

**RULE 4009.24 NOTICE OF
INTENT TO SERVE SUBPOENA**

Defendant.

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Susanne Kimberland, Esquire
Identification No. 64806

KIMMEL & SILVERMAN, P.C.
210 Grant St., Suite 202
Pittsburgh, PA 15219
(412) 566-1001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

No.: 2004-01840-CD

FORD MOTOR COMPANY,

Defendant.

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

Wanda J. Kennedy intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoenas. If no objection is made the subpoenas may be served.

KIMMEL & SILVERMAN, P.C.

By: 

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh, Pennsylvania 15219
(412) 566-1001

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Wanda J. Kennedy

*

Plaintiff(s)

Vs.

*

No. 2004-01840-CD

Ford Motor Company

*

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Tom Scott Ford, 1001 Walton Street, Philipsburg, PA 16866
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

SEE SUBPOENA ATTACHMENT
Kimmel & Silverman, 210 Grant St., Suite 202, Pittsburgh, PA 15219

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Susanne Kimberland, Esquire

ADDRESS: 210 Grant St., suite 202
Pittsburgh, PA 15219

TELEPHONE: (412) 566-1001

SUPREME COURT ID # 64806

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, November 19, 2004

Seal of the Court

Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

No. 04-1840-CD

FORD MOTOR COMPANY,

Defendant.

**To: Tom Scott Ford
1001 Walton Street
Philipsburg, PA 16866**

SUBPOENA ATTACHMENT

The entire sales and service file (front and back), including but not limited to any and all service appointment information and/or records **whether an invoice was issued or not**, any and all information and/or records or requests for service appointments, any and all records of communication within the dealership or with other authorized Ford Motor Company facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2003 Ford Escape bearing Vehicle Identification Number 1FMYU93143KB33199 registered to Wanda J. Kennedy.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.24 Notice of Intent to Serve Subpoena was served on this 22nd day of November, 2004 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9158 3658).

Ford Motor Company
Consumer Affairs Litigation
16800 Executive Plaza Drive
Dearborn, MI 48126-4207



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.25 Certificate Prerequisite to Service of Subpoena was served on this 30th day of December, 2004 via U.S. First Class Mail to:

Sommer L. Sheely, Esquire
Baker & Hostetler, LLP
Capital Square, Suite 2100
65 East State St.
Columbus, Ohio 43215-4260



Susanne Kimberland, Esquire
KIMMEL & SILVERMAN, P.C.

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

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiffs,

vs.

FORD MOTOR CO.,

Defendant.

NO.: 2004-01840-CD

PROOF OF SERVICE

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Susanne Kimberland, Esquire
Identification No. 64806

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219
(412) 566-1001

FILED

JAN 03 2005
11:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

L CC TO 1477

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

WANDA J. KENNEDY,

Plaintiff,

vs.

FORD MOTOR CO.,

Defendant.

CIVIL DIVISION

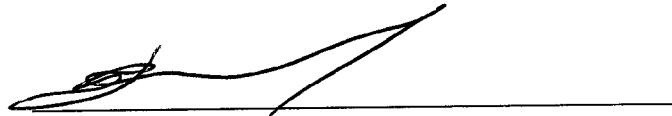
No.: 2004-01840-CD

PROOF OF SERVICE

TO THE PROTHONOTARY:

Service of the complaint regarding the above captioned matter was made to Ford Motor Co., Inc., Consumer Affairs Litigation, 16800 Executive Plaza Drive, Dearborn, MI 48126-4207, on November 22, 2004 via U.S. First Class Mail, Certified /Return Receipt Requested. A representative of Defendant signed the return receipt on November 29, 2004, a copy of which is attached.

KIMMEL & SILVERMAN, P.C.



Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

Attorneys for Plaintiff(s)
210 Grant Street, Suite 202
Pittsburgh, PA 15219
(412) 566-1001

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:

FORD MOTOR COMPANY
CONSUMERS AFFAIRS LITIGATION
16800 Executive Plaza Drive
Dearborn, MI 48126-4207

2. Article Number
(Transfer from service label)

7004 1160 0004 9158 3658

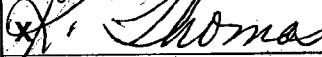
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

1/29/04

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

3. Service Type.

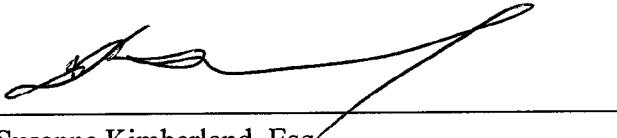
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

CERTIFICATE OF SERVICE

I, Susanne Kimberland, Esquire, counsel for Plaintiff, hereby certify that, on the 30th day of December, 2004, I served a true and correct copy of the preceding Proof of Service on counsel for defendant, by first class mail, postage prepaid, addressed as follows:

Sommer L. Sheely, Esquire
Baker & Hostetler, LLP
Capital Square, Suite 2100
65 East State St.
Columbus, Ohio 43215-4260



Susanne Kimberland, Esq.
Counsel for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WANDA J. KENNEDY,

CIVIL DIVISION

Plaintiff,

vs.

No.: 2004-01840-CD

FORD MOTOR COMPANY,

**PRAECLYPE TO SUBSTITUTE
VERIFICATION**

Defendant.

Filed on Behalf of Plaintiff(s):
Wanda J. Kennedy

Counsel of Record for this Party:

Craig Thor Kimmel, Esquire
PA ID# 57100

Susanne Kimberland, Esquire
PA ID# 64806

Kimmel & Silverman, P.C.
210 Grant St., Suite 202
Pittsburgh, PA 15219

(412) 566-1001

FILED

JAN 03 2005 616
m/11/05
William A. Shaw
Prothonotary/Clerk of Courts
1 CEN TO ATTY

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

I, Wanda J. Kennedy, hereby verify that the statements made in the foregoing Complaint as filed in the Court of Common Pleas of Cambria County, Pennsylvania are true and correct to the best of my knowledge, information and belief and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

Date: 11-22-09

Wanda J. Kennedy
Wanda J. Kennedy

CERTIFICATE OF SERVICE

I, Susanne Kimberland, Esquire, counsel for Plaintiff, hereby certify that, on the 30th day of December, 2004, I served a true and correct copy of the preceding Praeclipe to Substitute Verification on counsel for defendant, by first class mail, postage prepaid, addressed as follows:

Sommer L. Sheely, Esquire
Baker & Hostetler, LLP
Capital Square, Suite 2100
65 East State St.
Columbus, Ohio 43215-4260



Susanne Kimberland, Esq.
Counsel for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WANDA J. KENNEDY,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL DIVISION

NO.: 2004-01840-CD

**PLAINTIFF'S ANSWER TO
NEW MATTER**

Filed on behalf of Plaintiff:
Wanda J. Kennedy

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esq.
PA I.D. No.: 57100

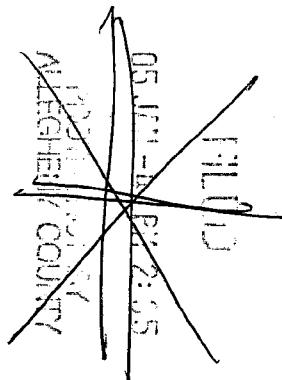
Susanne Kimberland, Esq.
PA I.D. No.: 64806

KIMMEL & SILVERMAN, P.C.

210 Grant Street
Suite 202
Pittsburgh, PA 15219
(412) 566-1001

FILED

6th JAN 06 2005
M/12:30 PM
William A. Shaw
Prothonotary
I Canto to Attn



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

WANDA J. KENNEDY,)
vs.)
FORD MOTOR COMPANY,)
Plaintiff,)
Defendant.)
NO.: 2004-01840-CD

**PLAINTIFF'S ANSWER TO NEW MATTER
OF DEFENDANT, FORD MOTOR COMPANY**

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

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

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

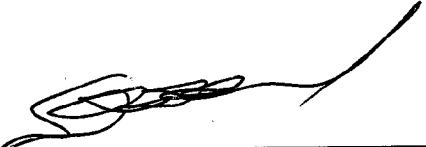
43. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

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

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

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

By:



Craig Thor Kimmel, Esq.
Susanne Kimberland, Esq.

Attorneys for Plaintiff

KIMMEL & SILVERMAN, P.C.
210 Grant Street
Suite 202
Pittsburgh, PA 15219
(412) 566-1001

VERIFICATION

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

By:



Craig Thor Kimmel, Esq.
Susanne Kimberland, Esq.

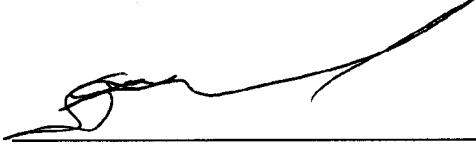
Attorneys for Plaintiff

KIMMEL & SILVERMAN, P.C.
210 Grant Street
Suite 202
Pittsburgh, PA 15219
(412) 566-1001

CERTIFICATE OF SERVICE

I, Susanne Kimberland, Esquire, counsel for the Plaintiff, do hereby certify that on the _____ day of December, 2004, I served all parties with a true and correct copy of the Plaintiff's Answer to New Matter for the above-captioned matter by placing the same in the United States Mail, First Class, Postage Paid addressed as follows:

Sommer L. Sheely, Esquire
Baker & Hostetler LLP
65 E. State Street, Suite 2100
Columbus, OH 43215

By: 

Craig Thor Kimmel, Esq.
Susanne Kimberland, Esq.

Attorneys for Plaintiff

KIMMEL & SILVERMAN, P.C.
210 Grant Street
Suite 202
Pittsburgh, PA 15219
(412) 566-1001

Susanne Kimberland, Esquire
Identification No. 64806
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WANDA KENNEDY

v.

FORD MOTOR COMPANY

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
Clearfield County

2004-01840-CD

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

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

KIMMEL & SILVERMAN, P.C.

By: Susanne Kimberland
SUSANNE KIMBERLAND, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

FILED

FEB 10 2005

William A. Shaw
Prothonotary/Clerk of Courts
1 Court to ATT
w/cents. of bus
disc. to C/n

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

CIVIL DIVISION

Wanda J. Kennedy

Vs.
Ford Motor Company

No. 2004-01840-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 10, 2005, marked:

Settle, Discontinue and End

Record costs in the sum of \$85.00 have been paid in full by Kimmel & Silverman, P.C..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 10th day of February A.D. 2005.

William A. Shaw, Prothonotary