

2004-1841-CD

TIMOTHY GREENLAND

VS

DAIMLERCHRYSLER CORP.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TIMOTHY GREENLAND,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 04-1841-CD

DAIMLERCHRYSLER CORPORATION,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Timothy Greenland

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 2 CC Atty
m/2:41/201
NOV 19 2004 Atty pd. 85.00

WRIT WAIVED

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMOTHY GREENLAND,

Plaintiff,

vs.

No.:

DAIMLERCHRYSLER CORPORATION,

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) 765-2461 Ext. 50-51**

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

TIMOTHY GREENLAND,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

CIVIL DIVISION

No.:

COMPLAINT

1. Plaintiff, Timothy Greenland, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 724 South Second Street, Clearfield, Pennsylvania 16830.
2. Defendant, DaimlerChrysler Corporation, is a business corporation incorporated in the State of Delaware and qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania, transacting business within the County of Clearfield and maintaining its registered office in the State of Michigan, 1000 Chrysler Drive CIMS 485-14-78, Auburn Hills, Michigan, 48326-2766.

BACKGROUND

3. On or about June 06, 2003, Plaintiff purchased a new 2004 Chrysler Pacifica, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2C8GF68454R367378.

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, yet defined by the Lemon Law, totaled more than \$45,924.40. A true and correct copy of the contract 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).

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
13. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.
14. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.
15. C Classic Dodge Chrysler Plymouth is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.
16. On or about June 06, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.
17. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.
18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:
- If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.
19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:
- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists;
or

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

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

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

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

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

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: fuel sensor system, suspension and transmission. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "C".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

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

39. 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.

40. 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.

41. 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.

42. 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 III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

46. 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."

47. 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.

48. 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.

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

50. 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.

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

52. 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: 

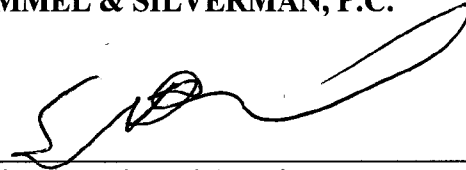
Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

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.

A handwritten signature in black ink, appearing to read 'Craig Thor Kimmel', is written over a horizontal line.

Craig Thor Kimmel, Esquire
Susanne Kimberland, Esquire

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

(412) 566-1001



CITIZENS AUTOMOBILE FINANCE, INC.

Rev. 2/03

RETAIL INSTALLMENT CONTRACT

Dealer Number 271723

06/06/2003

PA

Buyer: TIMOTHY D GREENLAND
724 SOUTH SECOND STREET CLEARFIELD PA 16830

(Print Full Name and Address of Principal Residence)

Co-Buyer:

(Print Full Name and Address of Principal Residence)

Creditor-Seller: 1238 S. SECOND ST. PO BOX 948 CLEARFIELD PA 16830-0948

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2004	CHRYSLER PACIFICA	PACIFICA	A 2C8GF68454R367378	M1302

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. 4.54%	The dollar amount the credit will cost you. \$ 5661.30	The amount of credit provided to you or on your behalf. \$ 39263.10	The amount you will have paid after you have made all payments as scheduled. \$ 44924.40	The total cost of your purchase on credit, including your downpayment of \$ 1000.00. \$ 45924.40

PAYMENT SCHEDULE: Your payment schedule will be 62 monthly payments of \$ 623.95 each, due on the same day of each month starting on 07/06/2003.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): \$ 39212.58 (1)

2. Downpayment:

A. Trade-In. Your Trade-In is a 2001 LINCOLN TRUCK NAVIGATOR 5LMFU28R51LJ25713

Gross Allowance \$ 25500.00 less Amount Owed \$ 26442.02 equals Net Trade-In \$ 0.00

(If Amount Owed exceeds Gross Allowance, enter "0" as Net Trade-In and enter excess as Prior Credit or Lease Balance in Item 4D)

B. Cash Downpayment \$ N/A

C. Manufacturer's Rebate Applied to Downpayment \$ 1000.00

D. Total Downpayment (A plus B plus C) \$ 1000.00 (2)

3. Unpaid Balance of Cash Price (1 minus 2D): \$ 38212.58 (3)

4. Other Charges Including Amounts Paid to Others on Your Behalf:

A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below):

1. Optional Credit Life Insurance \$ N/A

2. Optional Credit Accident and Health Insurance \$ N/A

B. Amounts Paid to Public Officials:

1. Government License and/or Registration Fees \$ 6.00

2. Certificate of Title Fees \$ 22.50

PLAINTIFF'S
EXHIBIT

tabbies

A

3. Lien Recording Fees

4. UCC Filing Fees

5. Other (Specify) **NOTARY**

6. Other (Specify) **TIRE TAX**

\$ 5.00

\$ N/A

\$ 20.00

\$ 5.00

\$ 50.00

C. Seller's Documentary Fee (not a governmental fee)

D. Other Charges (Describe who will receive payment and purpose)

1. To **FMC** For Prior Credit or Lease Balance

\$ 942.02

2. To _____ For _____ *

\$ N/A

3. To _____ For _____ *

\$ N/A

4. To _____ For _____ *

\$ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D)

\$ 1050.52

5. Amount Financed / Unpaid Balance (3 plus 4E):

\$ 39263.10

6. Finance Charge

\$ 5661.30

7. Time Balance

\$ 44924.40

8. Payment Schedule: One payment of \$ **623.95** and **71** payments of \$ **623.95** each, beginning **07/06/2003** and due

on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner you choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is \$1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is \$1.00 or more). There is a possibility that supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☒ Life ☐ Buyer ☐ Co-Buyer ☐ Both at a premium of \$ **N/A** for a term of **N/A**

Credit life insurance will pay your debt on this Contract up to \$ **N/A**

☐ Disability, Accident and Health (Buyer Only) at a premium of \$ **N/A** for a term of **N/A**

Credit disability, accident and health insurance will pay your debt on this Contract up to \$ **N/A**

The name of the insurer is **N/A**

of

Name

Home Office Address

Buyer Signature

Date

Co-Buyer Signature

Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

NOTICE TO BUYER.

DO NOT SIGN THIS CONTRACT IN BLANK.

YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs

Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

Creditor-Seller Signs

Buyer's Signature

Date

(Co) Buyer's Signature

Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

Date

CUSTOMER COPY

CC-1 8/00 (7/03)

2004 PACIFICA WARRANTY INFORMATION

CHRYSLER

PLAINTIFF'S
EXHIBIT

B

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12,000	2 Yr/ 24,000	3 Yr/ 36,000	3 Yr/ 50,000	3 Yr/ Unltd	5 Yr/ 100,000	7 Yr/ 70,000	8 Yr/ 80,000
Basic Limited Warranty Coverage								
Special Extended Warranty Coverage								
Powertrain Limited Warranty (\$100 deductible)								
Anti-Corrosion Perforation Limited Warranty: All Panels								
Outer Panels								
Federal Emission Warranty								
Federal Emission Warranty - Specified Components								
California Emission Warranty								
California Emission Warranty - Specified Components								

TABLE OF CONTENTS

1. Your Legal Rights Under These Limited Warranties	4
2. What's Covered Under DaimlerChrysler's Warranties	
2.1 Basic Limited Warranty	5
2.2 Powertrain Limited Warranty	7
2.3 Corrosion Warranty	10
3. What's Not Covered	
3.1 Modifications Not Covered	12
3.2 Environmental Factors Not Covered	13
3.3 Maintenance Costs Not Covered	13
3.4 Incidental and Consequential Damages Not Covered	14
3.5 Racing Not Covered	15
3.6 Certain Kinds of Corrosion Not Covered	15
3.7 Other Exclusions	15
3.8 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered	16
3.9 Restricted Warranty	17
4. Other Terms of Your Warranties	
4.1 Exchanged Parts May Be Used in Warranty Repairs	18
4.2 Pre-Delivery Service	19
4.3 Production Changes	19
4.4 Governing Law and Other Terms	19
5. Emission Warranties Required by Law	
5.1 Federal Emission Warranty	20
5.2 Emission Performance Warranty	21
5.3 California Emission Warranty	22

TABLE OF CONTENTS

6.	How to Get Warranty Service		9.	Maintenance	
6.1	Where to Take Your Vehicle	27	9.1	General Maintenance	40
6.2	Emergency Warranty Repairs	29	9.2	Where to Go For Maintenance	40
6.3	Getting Service Under the Federal Emission Performance Warranties	29			
6.4	Getting Service Under the California Emission Warranties	30			
7.	How to Deal with Warranty Problems				
7.1	Steps to Take	34			
7.2	Helpful Addresses and Telephone Numbers	38			
8.	Optional Service Contract	39			

LEGAL RIGHTS

1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that DaimlerChrysler Motors Company LLC ("DaimlerChrysler") makes for your vehicle. These warranties give you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle is registered.

- An "implied warranty of merchantability" means that your vehicle is reasonably fit for the general purpose for which it was sold.
- An "implied warranty of fitness for a particular purpose" means that your vehicle is suitable for your special

purposes if those special purposes were specifically disclosed to DaimlerChrysler itself — not merely to the dealer — before your purchase, and DaimlerChrysler not just the dealer — told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and DaimlerChrysler completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

**WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES**

2. What's Covered Under DaimlerChrysler's Warranties

2.1 Basic Limited Warranty

A. What's Covered at No Cost to You

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any defective item on your vehicle supplied by DaimlerChrysler Corporation that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception is tires. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

B. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not** covered by the Basic Limited Warranty:

- tires; or
- items added or changed after the vehicle left DaimlerChrysler Corporation's manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire warranty statements in your Owner's Literature Package.

**WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES**

**C. Towing Costs Are Covered Under Certain
Circumstances**

The Basic Limited Warranty covers the cost of towing your vehicle to the nearest Chrysler, Dodge or Jeep dealer if your vehicle can't be driven because a covered part has failed.

D. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, as a dealer "demo" or as a DaimlerChrysler Corporation company vehicle.

E. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch discs; and
- windshield and rear window

**WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES**

F. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

This policy does not apply to vehicles that have received authorization for export from

DaimlerChrysler. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to U.S. government officials or military personnel on assignment outside of the United States.

**G. If Your Vehicle Leaves the United States
(We Include U.S. Possessions and Territories
as Part of the United States for Warranty
Purposes):**

**EXCEPT WHERE SPECIFICALLY REQUIRED
BY LAW, THERE IS NO WARRANTY COVER-
AGE ON THIS VEHICLE IF IT IS SOLD IN OR
REGISTERED IN COUNTRIES OTHER
THAN THE UNITED STATES.**

2.2 Powertrain Limited Warranty

A. What's Covered:

The Powertrain Warranty covers the cost of all parts and labor needed (less a \$100 deductible per repair visit at the end of the 3 Year/36,000 Mile Basic Limited Warranty) to repair a defective powertrain component on your vehicle listed in

WHAT'S COVERED UNDER DAIMLERCHRYSLER'S WARRANTIES

section 2.2.F below supplied by DaimlerChrysler Corporation that is defective in material, workmanship or factory preparation.

B. Towing Costs Are Covered

The Powertrain Warranty covers the cost of towing your vehicle to the nearest Chrysler, Dodge or Jeep dealer if your vehicle can't be driven because a covered part has failed.

C. When It Begins

The Powertrain Warranty begins at the end of the Basic Limited Warranty, on either of the following dates, whichever is earlier:

- the date your vehicle has been in service for more than 36 months; or

- the date you've put more than 36,000 miles on the odometer.

D. When It Ends

The Powertrain Warranty lasts for 7 years from the date your vehicle has been in-service or 70,000 miles on the odometer, whichever occurs first

E. Some Commercial Vehicles Are Excluded

Vehicles placed in Police, Taxi, Limousine, Postal or Ambulance service are excluded from the 7 Year/70,000 Mile Powertrain Limited Warranty and are covered only under the 3 Year/36,000 Mile Basic Limited Warranty.

**WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES**

F. Parts Covered

The Powertrain Warranty covers these parts and components of your vehicle's powertrain:

Gasoline Engine: cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Transmission: transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

**WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES**

All Wheel Drive (AWD): power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; drive shaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

Rear Wheel Drive: rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four-Wheel Drive (4X4): transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

2.3 Corrosion Warranty

A. Description of Coverage

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic

**WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES**

or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.6.

B. How Long It Lasts

This warranty starts when your Basic Limited Warranty begins under 2.1(D).

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or 100,000 miles on the odometer, whichever occurs first.

WHAT'S NOT COVERED

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-DaimlerChrysler Motors Company LLC ("DaimlerChrysler") parts, components, or equipment (such as a non-DaimlerChrysler radio or speed control); and
- using special non-DaimlerChrysler materials or additives.

But your warranties don't cover any part that DaimlerChrysler didn't supply or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-DaimlerChrysler parts, components, equipment, materials, or additives. Performance or racing parts are considered to be non-DaimlerChrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine DaimlerChrysler / MOPAR accessories installed by an authorized Chrysler, Dodge or Jeep dealer;
- applying rustproofing or other protection products; or
- using any refrigerant that DaimlerChrysler or DaimlerChrysler Corporation has not approved.

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

WHAT'S NOT COVERED

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need.

WHAT'S NOT COVERED

Some of these parts and services, which your warranties don't cover, include:

- lubrication;
- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

3.5 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.6 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and

WHAT'S NOT COVERED

- corrosion of special bodies, body conversions, or equipment not made or supplied by DaimlerChrysler Corporation or DaimlerChrysler.

3.7 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;

WHAT'S NOT COVERED

- use of used parts, even if they were originally supplied by DaimlerChrysler (however, authorized DaimlerChrysler or MOPAR remanufactured parts are covered);
- windshield or rear window damage from external objects;
- any changes made to your vehicle that don't comply with DaimlerChrysler Corporation specifications; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

3.8 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

DaimlerChrysler will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

WHAT'S NOT COVERED

3.9 Restricted Warranty

Your warranties can also be restricted by DaimlerChrysler. DaimlerChrysler may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by DaimlerChrysler before covered repairs are performed.

CHWS56445

CHWS56445



C CLASSIC
DODGE CHRYSLER JEEP



DODGE

1238 S. SECOND ST. • P.O. BOX 948 • CLEARFIELD, PA 16830

(814) 765-2500 • (888) 765-5336



CUSTOMER NO.	1110	ADVISOR	ROBERT A BROWN	8066	TAG NO.		INVOICE DATE	10/16/03	INVOICE NO.	CHWS56445	
TIMOTHY D GREENLAND 724 SOUTH SECOND STREET CLEARFIELD, PA 16830	LABOR RATE	LICENSE NO.	MILEAGE		2,601		COLOR	BLACK/	STOCK NO.		
	YEAR / MAKE / MODEL						DELIVERY DATE		DELIVERY MILES		
	04/CHRYSLER/PACIFICA/PACIFICA AWD						06/06/03		13		
	VEHICLE I.D. NO.						SELLING DEALER NO.		PRODUCTION DATE		
2 C 8 G F 6 8 4 5 4 R E 6 7 3 7 8						NEW					
F. T. E. NO.						P. C. NO.		R. O. DATE			
								09/30/03			
RESIDENCE PHONE	BUSINESS PHONE		765-6346		COMMENTS						
						MO: 5925					

LABOR & PARTS		FUEL SYSTEM		HOURS: 3.90 TECH(S): 1242 4954		177.45	
# 2 14CHZ2		FUEL GAUGE BOUNCES AND LOW FUEL CHIME GOES OFF ALL THE TIME EVEN WHEN FULL VERIFIED COMPLAINT TECH ADVISOR TOLD US THE WIRING IS HOLDING THE FLOAT THIS WAS NOT THE CASE WE HAD SEVERAL ENGINEERS AT THE DEALERSHIP FOR THIS PROBLEM BUT DID NOT HAVE ANY GOOD ANSWERS AT THIS TIME. REPLACED THE LEVEL ON #1 SIDE					
PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 2	1	5101804-AA	LEVEL KIT 14072002	71.75	71.75	100.45	100.45
JOB # 2 COST TOTAL				71.75			
JOB # 2 TOTAL PARTS							100.45
JOB # 2 TOTAL LABOR & PARTS							277.90
# 3 08CHZ3		ELECTRICAL 2		HOURS: 0.30 TECH(S): 0652		13.65	
		CLIMATE CONTROL DISPLAY DIMS TO OFF WILL COME ON IF YOU TAP IT FOUND THE PROBLEM TO BE INTERNAL IN THE CONTROL HEAD. REPLACED THE CONTROL HEAD					
PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 3	1	5005064-AI	CONTROL A 24024185	137.00	137.00	191.80	191.80
JOB # 3 COST TOTAL				137.00			
JOB # 3 TOTAL PARTS							191.80
JOB # 3 TOTAL LABOR & PARTS							205.45

COMMENTS
DELETED OPERATION(S)
08CHZ2 ELECTRICAL 1

R/O TAX 0.00
R/O TOTALS 483.35

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
56445	483.35
CLAIM TOTALS	483.35

APPROVED BY SIGNATURE

PLAINTIFF'S
EXHIBIT

C

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.

IMPORTANT

You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern.
THANK YOU
C CLASSIC
DODGE CHRYSLER JEEP
(814) 765-2500

WARRANTY DISCLAIMERS

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, C CLASSIC DODGE CHRYSLER JEEP, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and C CLASSIC DODGE CHRYSLER JEEP neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

THE REPAIRED VEHICLE WILL BE RELEASED ONLY DURING REGULAR SERVICE HOURS AND ONLY WHEN PAID IN FULL BY THE REGISTERED OWNER OR PERSON AUTHORIZING REPAIRS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.



1238 S. SECOND ST. • P.O. BOX 948 • CLEARFIELD, PA 16830

C CLASSIC
DODGE CHRYSLER JEEP

(814) 765-2500 • (888) 765-5636

CHWS56445



CHWS56445

CUSTOMER NO.	1110	ADVISOR	ROBERT A BROWN	TAG NO.	8066	INVOICE DATE	10/16/03	INVOICE NO.	CHWS56445
TIMOTHY D GREENLAND 724 SOUTH SECOND STREET CLEARFIELD, PA 16830	LABOR RATE	LICENSE NO.	MILEAGE	2,601	COLOR	BLACK/	STOCK NO.		
	YEAR / MAKE / MODEL	04/CHRYSLER/PACIFICA/PACIFICA AWD			DELIVERY DATE	06/06/03	DELIVERY MILES	13	
	VEHICLE I.D. NO.	2 C 8 G F 6 8 4 5 4 R 3 6 7 3 7 8			SELLING DEALER NO.	NEW	PRODUCTION DATE		
	F.T.E. NO.				P.O. NO.		R.O. DATE	09/30/03	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS							
	765-6846								
							MO: 5925		

DCS AUDIT SLIP

ZN-DLR: 00-43493 VIN: 2C8GF6845-4-R367378 IN-SVC-DT: 06/06/03 WCC:
CLAIM-NO: 056445 (WRO) REF-NO: AUTH-CD:
DT-RECVD: 09/30/03 DT-OWNER NOTFD: 10/16/03 MILEAGE: 002601
DEALER CLAIM AMOUNT: 483.35 ADVISOR ID: 64160

LINE	COND	J	FP	PART-NO	PART-NAME	QTY	TOT-PRICE
010	2	02	X	05101804AA	01	71.75	
011	3	03	X	05005064AI	01	137.00	

LINE	COND	J	LABOR-OP	FC	HRS	MECHANIC	QUAL-CD
030	2	02	14500106	LW	1.6	1242	
031	2	02	85410000		2.3		
032	3	03	24501005	61	2.3	0652	

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.

IMPORTANT

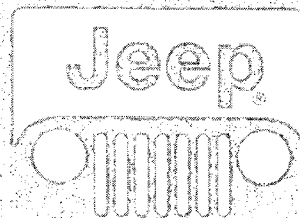
You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern.

THANK YOU
C CLASSIC
DODGE CHRYSLER JEEP
(814) 765-2500

***** DUPLICATE INVOICE *****



DODGE



WARRANTY DISCLAIMERS

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, C CLASSIC DODGE CHRYSLER JEEP, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and C CLASSIC DODGE CHRYSLER JEEP neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

THE REPAIRED VEHICLE WILL BE RELEASED ONLY DURING REGULAR SERVICE HOURS AND ONLY WHEN PAID IN FULL BY THE REGISTERED OWNER OR PERSON AUTHORIZING REPAIRS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

CHWS60810

CHWS60810



C CLASSIC
DODGE CHRYSLER JEEP



DODGE

1238 S. SECOND ST. • P.O. BOX 948 • CLEARFIELD, PA 16830

(814) 765-2500 • (888) 765-5636



CUSTOMER NO. 1110	ADVISOR DARRYL R MILLER	TAG NO. 58	INVOICE DATE 06/28/04	INVOICE NO. CHWS60810
TIMOTHY D GREENLAND 724 SOUTH SECOND STREET CLEARFIELD, PA 16830	LABOR RATE	LICENSE P.O.	RELEASE 17,755	COLOR BLACK/
	YEAR / MAKE / MODEL 04/CHRYSLER/PACIFICA/PACIFICA AWD			DELIVERY DATE 06/06/03
	VEHICLE ID. NO. 2 C 8 G F 6 8 4 5 4 R 3 6 7 3 7 8			DELIVERY MILES 13
	F. T. E. NO.			SELLING DEALER NO. NEW
RESIDENCE PHONE	BUSINESS PHONE 765-6846	COMMENTS		R.O. DATE 06/25/04
				MO: 17757

LABOR & PARTS
JOB # 1 14CHZ FUEL SYSTEM HOURS: 4.10 TECH(S): 0652 190.24
CUSTOMER STATES THAT THEIR FUEL GAUGE FLUXUATES-CHECK AND ADVISE.
VERIFIED COMPLAINT. TECH ADVISOR SAID TO REPLACE BOTH SENDING UNITS AND FLASH PROGRAM THE BCM.
REMOVED THE GAS TANK AND REPLACED BOTH FUEL LEVEL UNITS ALSO FLASH PROGRAMMED THE BCM.

PARTS	QTY	FP NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	5101833-AA	MODULE FU	108.00	108.00	151.20	151.20
JOB # 1	1	5101835-AA	MODULE FU	97.40	97.40	136.36	136.36
JOB # 1 COST TOTAL				205.40			
JOB # 1 TOTAL PARTS				287.56			
JOB # 1 TOTAL LABOR & PARTS				477.80			

ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.

JOB # 2 02CHZ SUSPENSION HOURS: 0.90 TECH(S): 0652 41.76
CUSTOMER STATES THAT THEY HAVE A CLICKING OR POPPING SOUND COMING FROM THE FRONT END-CHECK AND ADVISE.
VERIFIED COMPLAINT AND FOUND A TSB THAT APPLIED.
INSTALLED A GASKET ON BOTH FRONT DRIVE AXLES.

PARTS	QTY	FP NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 2	1	4809E63-AA	GASKET FR 2012066	0.44	0.44	0.56	0.56
JOB # 2 COST TOTAL				0.44			
JOB # 2 TOTAL PARTS				0.56			
JOB # 2 TOTAL LABOR & PARTS				42.32			

IMPORTANT
You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern.
THANK YOU
C CLASSIC
DODGE CHRYSLER JEEP
(814) 765-2500

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
60810	520.12
CLAIM TOTALS	520.12

WARRANTY DISCLAIMERS

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, C CLASSIC DODGE CHRYSLER JEEP, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and C CLASSIC DODGE CHRYSLER JEEP neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

THE REPAIRED VEHICLE WILL BE RELEASED ONLY DURING REGULAR SERVICE HOURS AND ONLY WHEN PAID IN FULL BY THE REGISTERED OWNER OR PERSON AUTHORIZING REPAIRS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

APPROVED BY SIGNATURE

Jeep



C CLASSIC

DODGE CHRYSLER JEEP

CHWS60810



1238 S. SECOND ST. • P.O. BOX 943 • CLEARFIELD, PA 16830

(814) 765-2500 • (888) 765-5636

CHWS60810

CUSTOMER NO. 1110		ADVISOR DARRYL R MILLER		58	INVOICE DATE 06/28/04	INVOICE NO. CHWS60810
TIMOTHY D GREENLAND 724 SOUTH SECOND STREET CLEARFIELD, PA 16830		LABOR RATE	LICENSE NO.	MILEAGE 17,755	COLOR BLACK/	STOCK NO.
		YEAR / MAKE / MODEL 04/CHRYSLER/PACIFICA/PACIFICA AWD			DELIVERY DATE 06/06/03	DELIVERY MILES 13
		VEHICLE ID. NO. 2C8GF68454R367378			SELLING DEALER NO. NEW	PRODUCTION DATE
RESIDENCE PHONE		BUSINESS PHONE 765-6346		F.T.E. NO.		P.O. NO.
		COMMENTS		R.O. DATE 06/25/04		MO: 17757

DCS AUDIT SLIP

ZN-CL: 43493 RO. NO: 60810 CLAIM TYPE: N
 CLAIM NO: 60810 VIN: 2C8GF68454R367378
 SUB TYPE: N DATE REC'D: 06/25/2004
 CONT: N DATE NOT: 06/28/2004
 PRICER CLM NO: AUTH #:
 IN SERV DATE: 06/06/2003 NOTE: N
 MILEAGE: 17755 ADV. NO: 1912DM

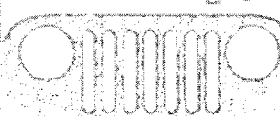
LINE	COND	J	FF	PART NUMBER	QTY	UNIT PRICE	MARKUP	EXTENDED AMT
001	1	1	X	5101803-AA	1	108.00	40.00	151.20
002	2	2	X	4805853-AA	1	0.40	40.00	0.56
003	1	1	X	5101805-AA	1	97.40	40.00	136.36

LINE	COND	J	LABOR OP	FC	HOURS	LABOR AMT	MECH	MARR
001	1	1	14500106	LW	1.6	74.24	0652	N
002	2	2	02130591		.9	41.76	0652	N
003	1	1	08195291		.3	13.92	0652	N
004	1	1	14500107		1.1	51.04	0652	N
005	1	1	14500156		0.3	13.92	0652	N
006	1	1	14500157		0.8	37.12	0652	N

DUPLICATE INVOICE

DODGE

Jeep



ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.

IMPORTANT

You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern.

THANK YOU
C CLASSIC
DODGE CHRYSLER JEEP
(814) 765-2500

WARRANTY DISCLAIMERS

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, C CLASSIC DODGE CHRYSLER JEEP, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and C CLASSIC DODGE CHRYSLER JEEP neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

THE REPAIRED VEHICLE WILL BE RELEASED ONLY DURING REGULAR SERVICE HOURS AND ONLY WHEN PAID IN FULL BY THE REGISTERED OWNER OR PERSON AUTHORIZING REPAIRS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.



1238 S. SECOND ST. • P.O. BOX 948 • CLEARFIELD, PA 16830

C CLASSIC
DODGE CHRYSLER JEEP
(814) 765-2500 • (888) 765-5636

CHWS61621



CHWS61621

CUSTOMER NO.	1110	ADVISOR	CRAIG I TURNER	TAG NO.	6416	INVOICE DATE	09/01/04	INVOICE NO.	CHWS61621
TIMOTHY D GREENLAND 724 SOUTH SECOND STREET CLEARFIELD, PA 16830		LABOR RATE		LICENSE NO.		MILEAGE	19,890	COLOR	BLACK/
		YEAR / MAKE / MODEL		04/CHRYSLER/PACIFICA/PACIFICA AWD		DELIVERY DATE	06/06/03	DELIVERY MILES	13
		VEHICLE I.D. NO.		2 C 8 G F 6 8 4 5 4 R 3 6 7 3 7 8		SELLING DEALER NO.	NEW	PRODUCTION DATE	
		F.T.E. NO.		P.O. NO.		R.O. DATE	08/12/04		
RESIDENCE PHONE		BUSINESS PHONE	765-6846	COMMENTS		MO: 19890			

LABOR & PARTS
#1 21CHZ TRANSMISSION HOURS: 6.30 TECH(S): 1242 5939 792.32
CUSTOMER STATES THERE IS A CLICKING NOISE IN THE FRONT
OF VEHICLE. TECH ADVISOR WAS IN TO EXAMINE ON 08/05/04.
REPLACED POWER TRANSFER UNIT
PERFORMED ALIGNMENT DUE TO HAVING SUSPENSION UNDONE.

PARTS	QTY	FP NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	380FW	WASHERS	0.16	0.16	0.25	0.25
JOB # 1	1	M10X30		0.35	0.35	0.48	0.48
JOB # 1	1	4641966-AE	PTO UNIT 21137188	514.00	514.00	719.60	719.60
JOB # 1	8	6030441	PIN RETAI 18050047	1.10	8.80	1.54	12.32
JOB # 1 COST TOTAL				523.31			
JOB # 1 TOTAL PARTS							732.65
JOB # 1 TOTAL LABOR & PARTS							1024.97
R/O TAX							0.00
R/O TOTALS							1024.97

ALL NEW OR FACTORY REBUILT
PARTS ARE GUARANTEED FOR
12 MONTHS OR 12,000 MILES,
WHICHEVER COMES FIRST.
ANY PARTS THAT ARE AFTER-
MARKET CARRY A 12 MONTH
OR 12,000 MILE WARRANTY ON
THE PARTS ONLY.

IMPORTANT

You may receive a customer
satisfaction survey from the manu-
facturer in the next few weeks.
If, for any reason, you cannot
grade us "Completely Satisfied",
please contact Your Service
Advisor. Your satisfaction
is our Number 1 concern.
THANK YOU
C CLASSIC
DODGE CHRYSLER JEEP
(814) 765-2500

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
61621	1020.09
CLAIM TOTALS	1020.09

APPROVED BY SIGNATURE

DCS AUDIT SLIP

ZN-DLR: 43493	RO NO: 61621	CLAIM TYPE: W	RO PRICE: 1024.97
CLAIM NO: 61621	VIN: 2C8GF68454R367378	CLAIM TOT: 1020.09	DED: 0.00
SUB TYPE: N	DATE RECV: 08/12/2004	DED WAIVER: N	ADJ AMT: 0.00
CONT: N	DATE NOT: 08/31/2004	ADJ TAX IND: N	S CONT #:
PRIOR CLM NO:	AUTH #:		
IN SERV DATE: 06/06/2003	NOTE: N		
MILEAGE: 19890	ADV NO: 6416CT		

LINE	COND	J	FP	PART NUMBER	QTY	UNIT PRICE	MARKUP	EXTENDED AMT
001	1	1	X	4641966-AE	1	514.00	40.00	719.60
002	1	1		6030441	8	1.10	40.00	12.32
003	1	1		M10X30	1	0.35	40.00	0.49

LINE	COND	J	LABOR OP	FC	HOURS	LABOR AMT	MECH	NARR
001	1	1	21410001	68	4.7	218.08	1242	N
002	1	1	02000140		1.6	69.60	1242	N

WARRANTY DISCLAIMERS

Any warranties on the item/items sold
hereby are those made by the manufac-
turer. The seller, C CLASSIC DODGE
CHRYSLER JEEP, hereby expressly dis-
claims all warranties, either express or
implied, including any implied warranty of
merchantability or fitness for a particular
purpose, and C CLASSIC DODGE
CHRYSLER JEEP neither assumes nor
authorizes any other person to assume
for it any liability in connection with the
sale of this item/items.

THE REPAIRED VEHICLE WILL BE RE-
LEASED ONLY DURING REGULAR SER-
VICE HOURS AND ONLY WHEN PAID IN
FULL BY THE REGISTERED OWNER OR
PERSON AUTHORIZING REPAIRS.

NOT RESPONSIBLE FOR LOSS OR
DAMAGE TO VEHICLES OR ARTICLES
LEFT IN VEHICLES IN CASE OF FIRE,
THEFT OR ANY OTHER CAUSE BEYOND
OUR CONTROL.

0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

TIMOTHY GREENLAND,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 04-1841-CD

DAIMLERCHRYSLER CORPORATION,

Defendant.

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

Filed on behalf of Plaintiff:
Timothy Greenland

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

EGK
FILED NO CC
m/11:18/04
NOV 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMOTHY GREENLAND,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.


CIVIL DIVISION

No.: 04-1841-CD

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

Timothy Greenland 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.



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

Timothy Greenland
Plaintiff(s)

*

Vs.

*

No. 2004-01841-CD

Daimlerchrysler Corporation
Defendant(s)

*

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

TO: c Classic Dodge Chrysler Jeep, 1239 S. Second Street.
(Name of Person or Entity) Clearfield, PA 16830

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.

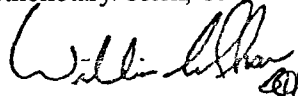
If you fail to produce the documents or things required by this subpoena within twenty
(20) days after its service, the party serving this subpoena may seek a court order compelling you
to comply with it.

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

NAME: Susanne Kimberland, Esq.
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

TIMOTHY GREENLAND,

CIVIL DIVISION

Plaintiff,

vs.

No. 04-01841-CD

DAIMLERCHRYSLER
CORPORATION,
Defendant.

To: C Classic Dodge Chrysler Jeep
1238 S. Second Street
P.O. Box 948
Clearfield, PA 16830

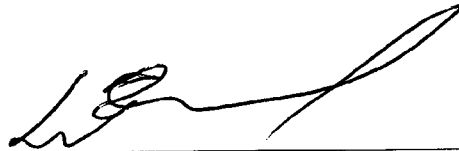
SUBPOENA ATTACHMENT

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 DaimlerChrysler repair 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 2004 Chrysler Pacifica bearing Vehicle Identification Number 2C8GF68454R367378 registered to Timothy Greenland.

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 23rd day of November, 2004 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9158 3689) to:

DaimlerChrysler Corporation
1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI 48326-2766

A handwritten signature in black ink, appearing to read 'SK', written over a horizontal line.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY GREENLAND,

CIVIL DIVISION

Plaintiff,

No: 04-1841-CD

vs.

PRAECIPE FOR APPEARANCE

DAIMLERCHRYSLER CORPORATION,

Defendant.

Filed on behalf of Defendant

Counsel of Record for this Party:

Heather M. Smith, Esquire
PA I.D. #87591

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.
2900 USX Tower
600 Grant Street
Pittsburgh, PA 15219
(412) 803-1140

\\12_A\\LIAB\\HMS\\SLPG\\347274\\BAH\\03043\\00000

FILED
m1105081
DEC 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY GREENLAND,

Plaintiff,

vs.

No: 01-1841-CD

DAIMLERCHRYSLER CORPORATION,

Defendant

PRAECIPE FOR ENTRY OF APPEARANCE

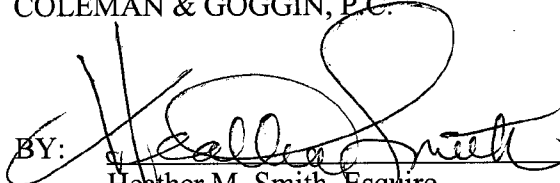
TO: Prothonotary, Clearfield County

Kindly enter the appearance of MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN, P.C.,
and Heather M. Smith, Esquire on behalf of Defendant DaimlerChrysler Corporation with regard to the
above-captioned matter.

Respectfully Submitted,

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.

BY:



Heather M. Smith, Esquire

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **PRAECIPE FOR ENTRY OF APPEARANCE** was served upon all parties listed below, via first class United States Mail, postage prepaid, this 21st day of December 2004 addressed as follows:

Susanne Kimberland, Esquire
Kimmel & Silverman
210 Grant Street, Suite 202
Pittsburgh, PA 15219

MARSHALL, DENNETT, WARNER,
COLEMAN & GOGGIN, P.C.



Heather M. Smith, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY GREENLAND,

CIVIL DIVISION

Plaintiff,

No: 04-1841-CD

vs.

DAIMLERCHRYSLER CORPORATION,

ANSWER AND NEW MATTER

Defendant.

Filed on behalf of Defendant

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

Counsel of Record for this Party:

Heather M. Smith, Esquire
PA I.D. #87591

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.
2900 USX Tower
600 Grant Street
Pittsburgh, PA 15219
(412) 803-1140

\\12_A\LIAB\HMS\LLPG\347783\HMS\03043\03712

6K
FILED ^{NO cc}
m/1:00pm
DEC 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY GREENLAND,

Plaintiff,

vs.

No: 01-1841-CD

DAIMLERCHRYSLER CORPORATION,

Defendant

ANSWER AND NEW MATTER

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

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

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

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

BACKGROUND

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

these averments and the same are therefore denied.

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

5. Denied. After reasonable investigation answering Defendant is without knowledge or information sufficient to form a belief as to the truth of these averments and the same are therefore denied. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "A" speaks for itself.

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

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

8. Denied. It is denied Defendant entered into a contract or "bargain" with the Plaintiff. On the contrary, no contract was negotiated or completed between the parties. Inasmuch as the Plaintiff fails to define the specifics of the alleged guarantees, affirmations and undertakings. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "B" speaks for itself.

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

10. It is denied that Plaintiff has resorted to any informal dispute settlement procedure.

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

COUNT I

PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II

MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III

PENNSYLVANIA UNFAIR TRADE PRACTICES

AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

response is required.

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

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

NEW MATTER

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

54. Plaintiff's claim is barred and/or limited by the applicable disclaimers of warranty and limitations of damage provision.

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

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

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

58. Plaintiff's alleged claims of non-conformity do not substantially impair the use, value or safety of the vehicle.

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

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

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

62. It is denied that Plaintiff obtained the vehicle primarily or normally for personal, family or

household purposes and Plaintiff is not entitled to recovery under the Lemon Law, Magnuson-Moss Warranty Act or the Pennsylvania Unfair Trade Practices Act.

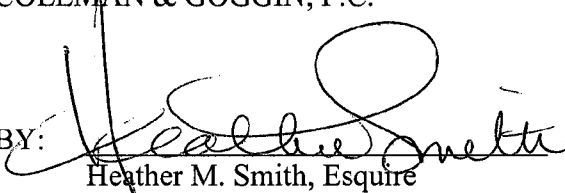
63. Plaintiff's Complaint may be barred by the applicable statute of limitations.

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

Respectfully Submitted,

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.

BY:

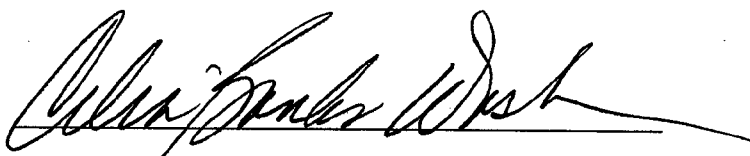


Heather M. Smith, Esquire

VERIFICATION

I, Celia Banks Washington, Supervising Counsel of DaimlerChrysler Corporation, Defendant in the within action, do hereby verify that I have read the foregoing Answer and New Matter and that the statements contained herein are true and correct to the best of my knowledge.

This verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'Celia Banks Washington', written over a horizontal line.

Celia Banks Washington
Supervising Counsel
DaimlerChrysler Warranty Litigation

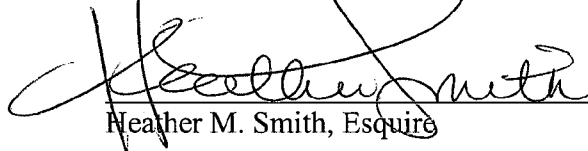
Dated: 12-23-04

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **ANSWER AND NEW MATTER** was served upon all parties listed below, via first class United States Mail, postage prepaid, this 23rd day of December 2004 addressed as follows:

Susanne Kimberland, Esquire
Kimmel & Silverman
210 Grant Street, Suite 202
Pittsburgh, PA 15219

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.


Heather M. Smith, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY GREENLAND,

CIVIL DIVISION

Plaintiff,

No: 04-1841-CD

VS.

DAIMLERCHRYSLER CORPORATION,

Defendant.

**NOTICE OF SERVICE OF DEFENDANT
DAIMLERCHRYSLER CORPORATION'S
FIRST SET OF INTERROGATORIES AND
REQUEST FOR PRODUCTION OF
DOCUMENTS ADDRESSED TO
PLAINTIFF**

Filed on behalf of Defendant

Counsel of Record for this Party:

Heather M. Smith, Esquire
PA I.D. #87591

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.

2900 USX Tower
600 Grant Street
Pittsburgh, PA 15219
(412) 803-1140

FILED *no ce*
01/11/53/OK
JUL 11 2005 *LB*

\\12_A\\LIAB\\HMS\\LLPG\\373146\\CZD\\03043\\03712

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TIMOTHY GREENLAND,

Plaintiff,

vs.

No: 01-1841-CD

DAIMLERCHRYSLER CORPORATION,

Defendant

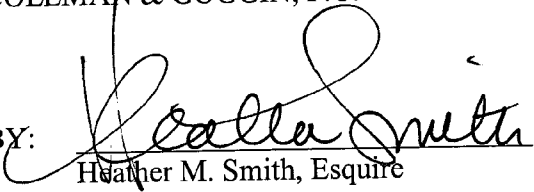
NOTICE OF SERVICE OF DEFENDANT DAIMLERCHRYSLER CORPORATION'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS ADDRESSED TO PLAINTIFF

I HEREBY CERTIFY that the Defendant, DaimlerChrysler Corporation's First Set of Interrogatories and Request for Production of Documents Addressed to Plaintiff were served upon all parties referenced on Certificate of Service this 28th day of JULY, 2005:

Respectfully Submitted,

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.

BY:

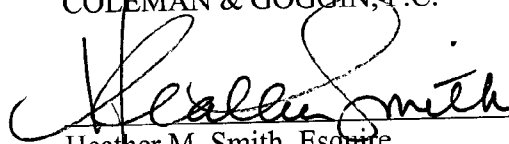

Heather M. Smith, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **NOTICE OF SERVICE OF DEFENDANT DAIMLERCHRYSLER CORPORATIONS' REQUEST FOR PRODUCTION OF DOCUMENTS** **ADDRESSED TO PLAINTIFF** was served upon all parties listed below, via first class United States Mail, postage prepaid, this 28th day of JULY 2005 addressed as follows:

Susanne Kimberland, Esquire
Kimmel & Silverman
210 Grant Street, Suite 202
Pittsburgh, PA 15219

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN, P.C.

A handwritten signature in cursive script, appearing to read "Heather M. Smith", written over a horizontal line.

Heather M. Smith, Esquire
Attorney for Defendant

128

William A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

JUL 11 2005

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

TIMOTHY GREENLAND,
Plaintiff,

CIVIL DIVISION

vs.

No. 04-1841-CD

DAIMLER CHRYSLER CORPORATION
Defendant.

**PETITION OF COUNSEL FOR
PLAINTIFF TIMOTHY
GREENLAND TO WITHDRAW
AS COUNSEL**

No response
as of 7-10-
file R

Filed on behalf of Plaintiff

Counsel of Record for this Party:

Craig Thor Kimmel, Esquire
PA ID # 57100

Susanne Kimberland, Esquire
PA ID # 64806

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

I need ~~either~~ either
a consent document
from Tim Greenland
or a rule for
written response
directed to Plaintiff
Notified
6-20 sending F

FILED No cc.
m/10:44am
JUN 19 2008 (lm)

William A. Shaw
Prothonotary

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

TIMOTHY GREENLAND,
Plaintiff,

CIVIL DIVISION

vs.

No. 04-1841-CD

DAIMLER CHRYSLER CORPORATION
Defendant.

ORDER

AND NOW, this ____ day of _____, 2006, upon consideration of the verified
Petition of Counsel for Plaintiff for Leave to Withdraw Appearance, it is hereby
ORDERED and **DECREED** that the Petition is **GRANTED**.

It is further ORDERED and DECREED that Craig Thor Kimmel, Esquire, Susanne
Kimberland, Esquire and Kimmel & Silverman, PC., be permitted to withdraw their
appearance as Counsel of record for the Plaintiff in the above-captioned matter.

BY THE COURT:

_____, J.

KIMMEL & SILVERMAN, P.C.

Craig Thor Kimmel, Esquire

Attorney for Plaintiff

No.: 57100

30 East Butler Pike

Ambler, PA 19002

(215) 540-8888

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

TIMOTHY GREENLAND,
Plaintiff,

CIVIL DIVISION

vs.

No. 04-1841-CD

DAIMLER CHRYSLER CORPORATION
Defendant.

**PETITION OF PLAINTIFF'S COUNSEL
FOR LEAVE TO WITHDRAW APPEARANCE**

The petition of **CRAIG THOR KIMMEL, Esq.**, respectfully represents the following:

1. The action was filed on or about November 19, 2004, after Plaintiff retained petitioner to represent him in the above captioned matter.
2. On May 10, 2005, Plaintiff notified Counsel that he was terminating counsel's services.
3. Termination of Counsel's services by Plaintiff provides good cause under Rule 1.16 (c)(5) of the Pennsylvania Rules of Professional Conduct for petitioner's withdrawal of appearance in the case.

4. Counsel for the other party has been consulted and has no objection to petitioner's withdrawal from this case at this time.

WHEREFORE, Petitioner requests that this Honorable Court grant the instant Petition for Leave to Withdraw its appearance for Plaintiff in this action and enter the proposed Order accompanying this Petition.

Respectfully submitted,

KIMMEL & SILVERMAN, P.C.



Craig Thor Kimmel, Esquire
Attorney for Plaintiff

Dated: _____

6/15/08

KIMMEL & SILVERMAN, P.C.

Craig Thor Kimmel, Esquire

No.: 57100

30 East Butler Pike

Ambler, PA 19002

(215) 540-8888

Attorney for Plaintiff

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

TIMOTHY GREENLAND,
Plaintiff,

CIVIL DIVISION

vs.

No. 04-1841-CD

DAIMLER CHRYSLER CORPORATION
Defendant.

CERTIFICATE OF SERVICE

I, Craig Thor Kimmel, Esquire, counsel for Plaintiff, do hereby certify that on the
15 day of June, 2006, I served all parties with true and correct copies of the foregoing
Petition of Plaintiff's Counsel for Leave to Withdraw Appearance, by placing the same in
the United States Mail, First Class, Postage Paid, addressed as follows:

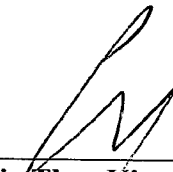
Heather M. Smith, Esquire
MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN, P.C.
2900 USX Tower
600 Grant Street
Pittsburgh, PA 15219

KIMMEL & SILVERMAN, P.C.

Craig Thor Kimmel, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

CRAIG THOR KIMMEL, ESQUIRE states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Motion for Leave to Withdraw; that same are true and correct to the best of his 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.



Craig Thor Kimmel, Esquire
Attorney for Plaintiff
30 E. Butler Pike
Ambler, PA 19002
(215) 540-8888

ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, DC Bar



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS

30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT**
ROBERT A. RAPKIN**
HY DAVID RUBENSTEIN**
VIVIAN BENZ PEIKIN**
AMY D. COX**
LOUIS DOBI, JR.**
SHANNON M. RYAN**
HILARY WHEATLEY TAYLOR**
THOMAS F. BURNS**
BARRY R. WINDERMAN**
CHRISTINE N. DANTONIO**
JACQUELINE BRADFORD PORRO**
SUSAN CAROL BELL**
MELISSA K. FIALA**
IRA P. SMADES**
DAVID L. LIEBERMAN**
SHARON L. JONES**
ANGELA K. TROCCOLI**
FRANCES DAVIS**
FREDERICK EDWARD DAVIS**

June 15, 2006

Office of Prothonotary
Clearfield County Courthouse
PO Box 549
Clearfield, PA 16830

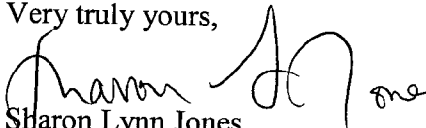
Re: Greenland v. DaimlerChrysler Corporation
Clearfield County C.C.P. No. 04-1841-CD

To Whom It May Concern:

Enclosed for filing please find our Petition to withdraw as Counsel. I have enclosed a check in the amount of \$1.00 dollar. I have also enclosed a self-addressed stamped envelope for return of a copy of the Order.

If you have any questions or need additional information, please do not hesitate to contact me at 215-540-8888.

Very truly yours,


Sharon Lynn Jones

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

TIMOTHY GREENLAND,
Plaintiff,

CIVIL DIVISION

vs.

No. 04-1841-CD

DAIMLER CHRYSLER CORPORATION

**PRAECIPE OF PLAINTIFF
TIMOTHY D. GREENLAND
TO DISCONTINUE AND
END WITH PREJUDICE**

Defendant.

Filed on behalf of Plaintiff

Counsel of Record for this Party:

Ira P. Smades, Esquire
PA ID # 20549

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

FILED
m/11:20am
JUL 13 2006
Rec'd Cert of
disc issued to
Atty Smades

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

TIMOTHY GREENLAND,
Plaintiff,

CIVIL DIVISION

vs.

No. 04-1841-CD

DAIMLER CHRYSLER CORPORATION
Defendant.

ORDER TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter as discontinued and ended with prejudice.

KIMMEL & SILVERMAN, P.C.

By: 

Ira P. Smades, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ROBERT M. SILVERMAN**
CRAIG THOR KIMMEL**

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
* Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, DC Bar



KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT**
ROBERT A. RAPKIN**
HY DAVID RUBENSTEIN**
VIVIAN BENZ PEIKIN**
AMY D. COX**
LOUIS DOBI, JR.**
SHANNON M. RYAN**
HILARY WHEATLEY TAYLOR**
THOMAS F. BURNS**
BARRY R. WINDERMAN**
JACQUELINE BRADFORD PORRO**
MELISSA K. FIALA**
IRA P. SMADES**
DAVID L. LIEBERMAN**
ANGELA K. TROCCOLI**
FRED DAVIS**

July 10, 2006

Office of Prothonotary
Clearfield County Courthouse
PO Box 549
Clearfield, PA 16830

Re: Greenland v. DaimlerChrysler Corporation
Clearfield County C.C.P. No. 04-1841-CD

To Whom It May Concern:

Enclosed for filing please find an original and one copy of our Order To Discontinue. I have also enclosed a self-addressed stamped envelope for return of a copy of the Order.

If you have any questions or need additional information, please do not hesitate to contact me at 215-540-8888.

Very truly yours,

Ira P. Smades

IPS/tmc
Enclosures

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

CIVIL DIVISION

Timothy Greenland

Vs.

Daimlerchrysler Corporation

No. 2004-01841-CD

COPY

CERTIFICATE OF DISCONTINUATION

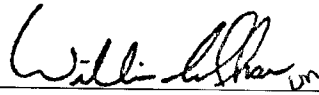
Commonwealth of PA
County of Clearfield

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 July 13, 2006, marked:

Discontinued and ended with prejudice

Record costs in the sum of \$85.00 have been paid in full by Craig Thor Kimmel Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of July A.D. 2006.



William A. Shaw, Prothonotary