

05-1728-CD

Emma Ferguson al vs American
Suzuki

Emma Ferguson al vs American Suzuki
05-1728-CD

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

**EMMA FERGUSON AND
DAVID FERGUSON,**

CIVIL DIVISION

Plaintiffs,

vs.

NO.: 05-1728-CD

**AMERICAN SUZUKI MOTOR
CORPORATION,**

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs:
Emma Ferguson and
David Ferguson

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Hilary K. Wheatley, Esquire
Identification No. 89893

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

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FILED *(initials)*
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William A. Shaw
Prothonotary/Clerk of Courts

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

EMMA FERGUSON AND
DAVID FERGUSON,

Plaintiffs,

vs.

No.:

AMERICAN SUZUKI MOTOR
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
Clearfield, PA 16830
(814) 765-2641

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

**EMMA FERGUSON AND
DAVID FERGUSON,**

Plaintiffs,

vs.

No.:

**AMERICAN SUZUKI MOTOR
CORPORATION,**

Defendant.

COMPLAINT

1. Plaintiffs, Emma Ferguson and David Ferguson, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 724 Birch Street, Lanse, PA 16849.

2. Defendant, American Suzuki Motor Corporation, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 325 East Imperial Highway, Brea, California 92621, and can be served at this address.

BACKGROUND

3. On or about May 31, 2004, Plaintiffs purchased a new 2004 Suzuki Verona, manufactured and warranted by Defendant, bearing the Vehicle Identification Number KL5VJ52L24B099217.

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, yet defined by the Lemon Law, totaled more than \$21,412.16. 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 Plaintiffs 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 Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

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

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

11. Plaintiffs aver 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. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

15. Five Star Suzuki 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 May 31, 2004, Plaintiffs 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 Plaintiffs 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. Plaintiffs have 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. Plaintiffs have 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. The first documented warranty repair attempt is believed to have occurred on or before September 17, 2004, when the vehicle odometer showed 7,183 miles. On that date, repair attempts were made to the vehicle for a rough idle and the passenger side door handle peeling. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

25. The second documented warranty repair attempt is believed to have occurred on or before November 02, 2004, when the vehicle odometer showed 10,237 miles. On that date, repair attempts were made to the door handle which was peeling and for the vehicle intermittently slowing down. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

26. The third documented warranty repair attempt is believed to have occurred on or before September 06, 2005, when the vehicle odometer showed 28,254 miles. On that date, repair attempts were made to the vehicle as it would not move when in gear and the SES light on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

27. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

28. Plaintiffs aver 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.

29. Plaintiffs aver 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.

30. Plaintiffs aver 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.

31. Plaintiffs have 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).

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

WHEREFORE, Plaintiffs respectfully demand 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

33. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

34. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

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

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

37. 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.

38. 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.

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

40. 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.

41. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

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

43. 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.

44. Plaintiffs aver 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.

45. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand 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

46. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

47. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

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

49. 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."

50. 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.

51. 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.

52. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

53. 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.

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

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

WHEREFORE, Plaintiffs respectfully demand 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: Hilary K. Wheatley
Craig Thor Kimmel, Esquire
Hilary K. Wheatley, Esquire

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

VERIFICATION

Craig Thor Kimmel/Hilary K. Wheatley 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.

Hilary K. Wheatley

Craig Thor Kimmel, Esquire
Hilary K. Wheatley, Esquire

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

(412) 566-1001

the vehicle in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number
Equipped 5-Door Suzuki LC AM-FM Stereo 5 Spd. Other
with A.C. P.W. AM-FM Tape Vinyl Top

ASSIGNEE: We intend to assign this Contract and Security Agreement to the Assignee named in this provision. If the Assignee assigns this Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee's name and address is:

M&T CREDIT CORPORATION, Installment Loan Operations
One Fountain Plaza, P.O. Box 4005
Buffalo, New York 14240

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay, all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle, by making the Total Downpayment and paying us the Amount Financed plus Finance Charge. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle, as permitted by applicable law. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER

FIVE STAR SUZUKI

By

Date 05/31/2004

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay, even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

NOTICE

ALL CLAIMS AND DEFENSES WHICH THE BUYER MAY HAVE AGAINST THE SELLER OR THE SELLER'S OR SERVICE PROVIDER PURSUANT TO THE TERMS OF THIS CONTRACT ARE HEREBY RELEASED. (SEAL)

CO-Signer's Signature

RELEASER OR WITH THE PROCEEDS HEREIN RECEIVED (SEAL)

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

(SEAL) 1110122A

Co-Owner's Signature Address Date 11/10/2004

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

BANCONSUMER FORM PAS23SLC-17 (Rev. 12/03)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

WHITE - ORIGINAL TO M&T - GREEN - Buyer's Copy - CANARY - Co-Signer's Copy - PINK - Seller's Copy

© 2003 BANCONSUMER SERVICE, INC.

FIVE STAR SUZUKI

1400 W. COLLEGE AVE. • STATE COLLEGE, PA 16801
 (814) 867-8141 • FAX (814) 867-8174
 TOLL FREE 1 (877) 297-3634

005842

ITEM PART NUMBER DESCRIPTION PRICE

116210-810200P1L 2385

133920-862214/1 265

NAME		Erica Ferguson		STATE	PA	ZIP
ADDRESS		Box 21 Birch St		YEAR	1984	
PHONE		5124		RECEIVED		
LICENSE NO.		VIN: K15VJ552L24B09103117		TYPE OR MODEL		
ORDER WRITTEN BY		9783		DATE		
OPEN INSTRUCTIONS		97555-5146		PHONE WHEN READY	REPAIR ESTIMATE	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$

NAME		Erica Ferguson		STATE	PA	ZIP
ADDRESS		Box 21 Birch St		YEAR	1984	
PHONE		5124		RECEIVED		
LICENSE NO.		VIN: K15VJ552L24B09103117		TYPE OR MODEL		
ORDER WRITTEN BY		9783		DATE		
OPEN INSTRUCTIONS		97555-5146		PHONE WHEN READY	REPAIR ESTIMATE	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$

NAME		Erica Ferguson		STATE	PA	ZIP
ADDRESS		Box 21 Birch St		YEAR	1984	
PHONE		5124		RECEIVED		
LICENSE NO.		VIN: K15VJ552L24B09103117		TYPE OR MODEL		
ORDER WRITTEN BY		9783		DATE		
OPEN INSTRUCTIONS		97555-5146		PHONE WHEN READY	REPAIR ESTIMATE	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$

NAME		Erica Ferguson		STATE	PA	ZIP
ADDRESS		Box 21 Birch St		YEAR	1984	
PHONE		5124		RECEIVED		
LICENSE NO.		VIN: K15VJ552L24B09103117		TYPE OR MODEL		
ORDER WRITTEN BY		9783		DATE		
OPEN INSTRUCTIONS		97555-5146		PHONE WHEN READY	REPAIR ESTIMATE	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$

QTS. OIL @	AMOUNT	C	INT	C	CLM	S	C	S
LBS. GREASE @							1650	TOTAL LABOR
ENV. CHARGE							6950	TOTAL PARTS
GAS, OIL & GREASE							2385	ACCESSORIES
GALS. GASE								GAS, OIL, GREASE, SUBLET, REPAIRS
NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE'S PARTS, EQUIPMENT, OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE OR THEFT OR CAN OTHER CAUSE BEYOND OUR CONTROL.								
I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGH- WAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTING AN EXPRESS MECHANICS' LIEN HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF MONIES HEREIN.								
NOTES: WARRANTY TO THE EXTENT PROVIDED BY STATE OR LOCAL LAW, ANY WARRANTIES ON THE PRODUCTS SOLD HEREIN ARE THOSE MADE BY THE MANUFACTURER, THE SELLER, WHEREVER EXPRESSLY DISCLAIMED, ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND, NEITHER ASSUMES NOR AUTHO- RIZES, ANY OTHER PERSON TO ASSUME FOR IT, ANY LIABILITY IN CONNECTION WITH THE DATE OF SAID PRODUCTS.								

PLAINTIFF'S
EXHIBIT

b

25/28

FIVE STAR SUZUKI

1400 W COLLEGE AVE STATE COLLEGE, PA 16801
614-877-8141 FAX 614-877-8164
TOLL FREE 1-877-877-3884

006252

ST. PART NUMBER DESCRIPTION PRICE

1 837163-S0200 door handle

NAME	Emma Ferguson		DATE	11-2-04	
ADDRESS	PO Box 21 Buck St Lanes		STATE	PA 16849	
MAKE	Suzuki		YEAR	2004	
ODOMETER	VIN: K15VJ52L24B099217		TYPE OR MODEL	PROMISED	
ODOMETER	LICENSE NO.	DATE	DEL. DATE	PHONE WHEN READY	REPAIR ESTIMA
ODOMETER	10237			YES <input type="checkbox"/> NO <input type="checkbox"/>	\$
ORDER WRITTEN BY	HOME PHONE		WORK PHONE		LABOR
345-5146					
OPER. INSTRUCTIONS	Customer stated vehicle intell. Intell. door handle problem replaced handle good as new				
JF1					
Customer stated vehicle intell. Intell. door handle problem replaced handle good as new					
Diagnosed door handle problem Replaced door handle Condition good as new at this time					
QTS. OIL @	ACCOUNT	AMOUNT	C	INT	CLM
LBS. GREASE @	SUBLET REPAIRS		C	S	C
ENVI. CHARGE @					
GAS, OIL & GREASE @					
PARTS, WARRANTY - TO THE EXTENT NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES PROVIDED BY STATE OR LOCAL LAW, OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL, I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTING AN EXPRESSED MECHANIC'S LIEN IS HEREBY KNOWNLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.					
PLAINTIFF'S EXHIBIT					
tablets					
C					

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES PROVIDED BY STATE OR LOCAL LAW, OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL, I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTING AN EXPRESSED MECHANIC'S LIEN IS HEREBY KNOWNLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

PLAINTIFF'S EXHIBIT

tablets

C

John Ferguson

John Ferguson

John Ferguson

FIVE STAR SUZUKI

1400 W COLLEGE AVE STATE COLLEGE, PA 16801
814-867-8141 FAX 814-867-8164
TOLL FREE 1-877-287-3884

008191

A rectangular stamp with a double-line border. The words "PLAINTIFF'S" are on the top line and "EXHIBIT" are on the bottom line, both in bold, uppercase, sans-serif font. To the left of the stamp, the word "tables" is written vertically in a smaller, italicized font.

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 1902
P (215) 540-8883
F (215) 540-8817

JACQUELINE C. HERRITT^{**}
ROBERT A. RAPKIN^{**}
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LOUIS DOBI, JR.^{**}
SHANNON M. RYAN^{**}
SUSANNE KIMBERLAND^{**}
HILARY K. WHEATLEY^{**}
THOMAS F. BURNS^{**}
BARRY R. WINDERMAN^{**}
CHRISTINE N. DANTONIO^{**}
JENNIFER R. HURVITZ^{**}
JACQUELINE BRADFORD PORRO^{**}
SUSAN CAROL BELL^{**}
MELISSA K. FIALA^{**}
IRA P. SMADES^{**}
THOMAS L. MARQUOIT^{**}
BETHANY S. STEPHENS^{**}

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 WESTERN PA OFFICE

November 1, 2005

Prothonotary
Clearfield County Court of Common Pleas
P.O. Box 549
Clearfield, PA 16830

Re: Emma Ferguson and David Ferguson v. American Suzuki Motor Corp.

Dear Sir/Madam:

Enclosed herewith please find the original and three cover sheets of a Complaint with regard to the above-captioned matter. You will also find enclosed our firm check number 2783 payable to the Prothonotary in the amount of \$85.00 representing your fee for filing same. Kindly file the original and return the date/time stamped documents to the undersigned in the self-addressed stamped envelope provided for that purpose.

Please also find enclosed our firm check number 2784 payable to the Prothonotary in the amount of \$3.00 representing your fee to provide one (1) subpoena to produce documents for the above-referenced matter.

Should you have any questions, please feel free to contact me at (412) 566-1001.

Very truly yours,

Hilary K. Wheatley

Hilary K. Wheatley, Esquire
KIMMEL & SILVERMAN, P.C.

Enclosures

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

EMMA FERGUSON and
DAVID FERGUSON,

CIVIL DIVISION

Plaintiffs,

NO.: 2005-1828-CD
1

vs.

AMERICAN SUZUKI MOTOR
COPORATION,

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

Defendant.

Filed on behalf of Plaintiffs:
Emma and David Ferguson

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Hilary K. Wheatley, Esquire
Identification No. 64806

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

FILED NO
M10:30 AM
NOV 14 2005
2005
cc

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

EMMA FERGUSON and
DAVID FERGUSON,

Plaintiffs,

vs.

AMERICAN SUZUKI MOTOR
CORPORATION,

Defendant.

CIVIL DIVISION

No.: 2005-1728-CD

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

Plaintiffs intend 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 subpoena. If no objection is made the subpoena may be served.

KIMMEL & SILVERMAN, P.C.

November 8, 2005

Hilary K. Wheatley
Craig Thor Kimmel, Esquire
Hilary K. Wheatley, Esquire

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Emma Ferguson and
David Ferguson
Plaintiff(s)

Vs.
American Suzuki Motor Corporation
Defendant(s)

*

*

No. 2005-01728-CD

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

TO: Custodian of Records, Five Start Suzuki
(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 ATTACHED

to 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.

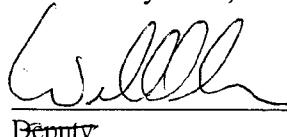
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

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

NAME: Hilary K. Wheatley, Esq.
ADDRESS: 210 Grant St., Suite 202
Pittsburgh, PA 15219
TELEPHONE: (412) 566-1001
SUPREME COURT ID # 89893
ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division


Deputy

DATE: Friday, November 04, 2005
Seal of the Court

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

EMMA FERGUSON and
DAVID FERGUSON,

CIVIL DIVISION

Plaintiffs,

vs.

No. 2005-01728-CD

AMERICAN SUZUKI MOTOR CORP.,

Defendant.

To: Five Star Suzuki
1400 W. College Ave.
State College, PA 16601

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 Suzuki 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 Suzuki Verona bearing Vehicle Identification Number KL5VJ52L24B099217 registered to Emma and David Ferguson.

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 8th day of November 2005 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9201 0412).

American Suzuki Motor Corporation, Inc.
325 East Imperial Highway
Brea, CA 92821

Hilary K. Wheatley
Hilary K. Wheatley, Esquire
KIMMEL & SILVERMAN, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

EMMA FERGUSON and) CIVIL DIVISION
DAVID FERGUSON,)
Plaintiffs,) NO. 2005 - 01728 - CD
vs.)
AMERICAN SUZUKI MOTOR)
CORPORATION,)
Defendant.)

PRAECIPE FOR ENTRY OF APPEARANCE

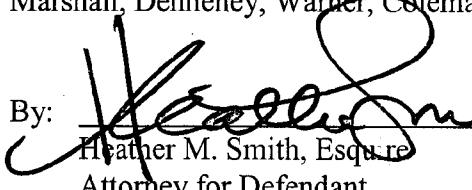
TO: Prothonotary of Clearfield County, Pennsylvania

KINDLY enter the appearance of Marshall, Dennehey, Warner, Coleman & Goggin and
Heather M. Smith, Esquire on behalf of Defendant American Suzuki Motor Corporation in
regards to the above-captioned matter.

Respectfully submitted,

Marshall, Dennehey, Warner, Coleman & Goggin

By:

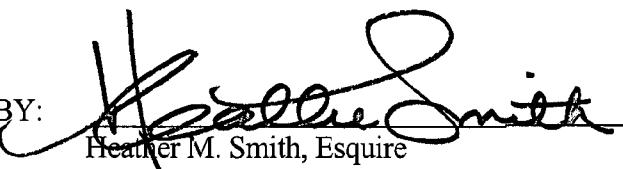

Heather M. Smith, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have served upon all persons listed below a true and correct copy of the **PRAECIPE FOR ENTRY OF APPEARANCE** in the above-captioned matter by United States first-class mail, postage prepaid, this 28th day of **NOVEMBER, 2005**.

Hilary K. Wheatley, Esquire
KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219

BY:


Heather M. Smith, Esquire
Attorney for Defendant

\12_A\LIB\HMS\LLPG\391339\CZD\19430\12000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

EMMA FERGUSON and
DAVID FERGUSON,

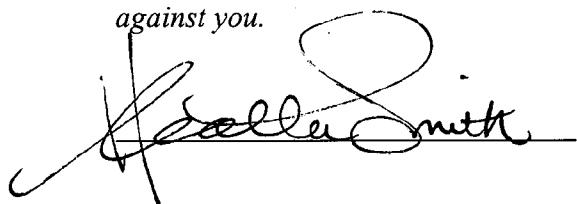
Plaintiffs,

vs.

AMERICAN SUZUKI MOTOR
CORPORATION,

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.*



) CIVIL DIVISION
)
) NO. 2005 - 01728 - CD
)
)
) ANSWER AND NEW MATTER
)
)
) Filed on Behalf of Defendant
)
)
) Counsel of Record for This Party:
)
) Heather M. Smith, Esquire
) PA I.D. 87591
)
)
) Marshall, Dennehey, Warner,
) Coleman & Goggin
)
) 2900 US Steel Tower
) 600 Grant Street
) Pittsburgh, PA 15219
)
) 412-803-1140
)

FILED NO
M J H D 01
DEC 08 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

EMMA FERGUSON and) CIVIL DIVISION
DAVID FERGUSON,)
Plaintiffs,) NO. 2005 - 01728 - CD
vs.)
AMERICAN SUZUKI MOTOR)
CORPORATION,)
Defendant.)

**ANSWER WITH NEW MATTER OF DEFENDANT,
AMERICAN SUZUKI MOTOR CORPORATION,
TO PLAINTIFFS' COMPLAINT**

Defendant, American Suzuki Motor Corporation, by and through its attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby responds to Plaintiffs' Complaint and in support thereof states as follows:

1. Denied. After reasonable investigation, American Suzuki Motor Corporation is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of Plaintiffs' Complaint and, therefore, those allegations are denied.
2. Admitted in part; denied in part. It is admitted that American Suzuki Motor Corporation is organized, incorporated, existing under the law and a resident of the State of California, with its principal place of business located at 3251 E. Imperial Highway, Brea, California. Inasmuch as plaintiff has failed to define what is meant by "qualified to do and regularly conducts business in the Commonwealth of Pennsylvania", after reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth of this allegation and it is denied.

BACKGROUND

3. Admitted in part; denied in part. Upon information and belief, it is understood that on or about May 31, 2004, the subject 2004 Suzuki Verona, bearing the Vehicle Identification Number KL5VJ52L24B099217 was purchased by plaintiffs. It is admitted that defendant provided an express limited written warranty at the time of the purchase of the vehicle. It is denied that defendant manufactured the vehicle.

4. Denied. After reasonable investigation, American Suzuki Motor Corporation is without knowledge or information to form a belief as to the truth of the allegations contained in this paragraph of Plaintiffs' Complaint and the allegations are therefore denied.

5. Denied. It is denied that the purchase price exceeded \$21,412.16. By way of further response, the document attached to Plaintiffs' complaint as Exhibit "A" speaks for itself.

6. Admitted in part; denied in part. It is admitted that American Suzuki Motor Corporation extended an express limited written warranty with the vehicle. The warranty speaks for itself, and any characterizations or allegations contained in paragraph 6 to the contrary are denied.

7. Denied. After reasonable investigation, American Suzuki Motor Corporation is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of Plaintiffs' Complaint and the allegations are therefore denied.

8. Admitted in part; denied in part. It is admitted that American Suzuki Motor Corporation extended an express limited written warranty with the vehicle. The warranty speaks for itself, and any characterizations or allegations contained in paragraph 8 to the contrary are denied. After reasonable investigation, American Suzuki Motor Corporation is without

knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 8 of Plaintiffs' Complaint and the allegations are therefore denied.

9. Denied. It is denied that American Suzuki Motor Corporation provided ineffective repairs. It is further denied that American Suzuki Motor Corporation performed repairs on the vehicle. It is denied that the vehicle cannot be used for the purposes intended by plaintiff. It is denied that the vehicle is worthless.

10. Denied. American Suzuki Motor Corporation is advised and therefore alleges that the allegations contained in paragraph 10 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

11. Denied. American Suzuki Motor Corporation is advised and therefore alleges that the allegations contained in paragraph 11 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

12. American Suzuki Motor Corporation hereby incorporates by reference paragraphs 1 through 11, inclusive, as if fully set forth at length.

13-20. Denied. American Suzuki Motor Corporation is advised and, therefore, alleges that the allegations contained in paragraphs 13 through 20, inclusive, of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

21. Denied. It is denied that the subject vehicle has been out of service for a cumulative total of 30 days or more by reason of any alleged non-conformities. It is denied that the subject vehicle contains any alleged non-conformities either as alleged in paragraph 21 of Plaintiffs' Complaint or in any other manner whatsoever.

22. Denied. It is denied that the subject vehicle contained any non-conformities of any nature whatsoever. It is denied that American Suzuki Motor Corporation violated any alleged express written warranty provided to plaintiff either as alleged in Plaintiffs' Complaint or in any other manner whatsoever. American Suzuki Motor Corporation is also advised and, therefore, alleges that the allegations contained in paragraph 22 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

23. Denied. It is denied that American Suzuki Motor Corporation was unable to correct or repair any alleged non-conformities, the existence of any alleged non-conformities being denied.

24. It is denied that the vehicle was nonconforming as defined by law or that defendant is liable to the plaintiffs in any manner whatsoever. By way of further response, no repair invoice has been attached to the Plaintiffs' Complaint.

25. It is denied that the vehicle was nonconforming as defined by law or that defendant is liable to the plaintiffs in any manner whatsoever. By way of further response, no repair invoice has been attached to the Plaintiffs' Complaint.

26. It is denied that the vehicle was nonconforming as defined by law or that defendant is liable to the plaintiffs in any manner whatsoever. By way of further response, no repair invoice has been attached to the Plaintiffs' Complaint.

27-32. Denied. It is denied that American Suzuki Motor Corporation acted as alleged in these paragraphs. American Suzuki Motor Corporation is advised and, therefore, alleges that the allegations contained in paragraphs 27 through 32, inclusive, of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

WHEREFORE, defendant, American Suzuki Motor Corporation, demands that Plaintiffs' Complaint be dismissed with prejudice and that judgment be entered in American Suzuki Motor Corporation's favor.

COUNT II
MAGNUSON-MOSS (FTC)
WARRANTY IMPROVEMENT ACT

33. American Suzuki Motor Corporation hereby incorporates by reference paragraphs 1 through 32, inclusive, as if fully set forth at length.

34-36. Denied. American Suzuki Motor Corporation is advised and, therefore, alleges that the allegations contained in paragraphs 34, 35 and 36 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

37. Admitted in part; denied in part. It is admitted that American Suzuki Motor Corporation extended an express limited written warranty with the vehicle. The warranty speaks for itself, and any characterizations or allegations contained in paragraph 37 to the contrary are denied.

38. Denied. American Suzuki Motor Corporation is advised, and, therefore, alleges that the allegations contained in paragraph 38 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

39. Admitted in part; denied in part. It is admitted that American Suzuki Motor Corporation has attempted to comply and has complied with the terms of its express limited written warranty. It is denied that American Suzuki Motor Corporation has failed to comply with the terms of its express limited written warranty.

40. Admitted in part; denied in part. It is admitted that a portion of the statute is provided, however, not the entire statute. American Suzuki Motor Corporation is advised and,

therefore, alleges that the allegations contained in paragraph 40 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

41. Admitted in part; denied in part. It is admitted that American Suzuki Motor Corporation has attempted to comply and has complied with the terms of its express limited written warranty. It is denied that American Suzuki Motor Corporation has failed to comply with the terms of its express limited written warranty. American Suzuki Motor Corporation is advised and, therefore, alleges that the remaining allegations contained in paragraph 41 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

42. Denied. It is denied that American Suzuki Motor Corporation failed to comply with the terms of its express limited written warranty. It is denied that any alleged injuries, damages and/or losses allegedly sustained by plaintiff were the result of or caused by any alleged action or inaction of American Suzuki Motor Corporation or any product sold by American Suzuki Motor Corporation. It is denied that plaintiff is entitled to bring suit for such damages pursuant to 15 U.S.C. §2310(d)(1) or otherwise.

43. Denied. It is denied that American Suzuki Motor Corporation acted as alleged in this paragraph. American Suzuki Motor Corporation is also advised and, therefore, alleges that the allegations contained in paragraph 43 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

44. Denied. American Suzuki Motor Corporation is advised and therefore alleges that the allegations contained in paragraph 44 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

45. Denied. It is denied that American Suzuki Motor Corporation is liable to plaintiff pursuant to the Magnuson-Moss Act or is otherwise liable to plaintiff. It is denied that plaintiff is entitled to reasonable attorney's fees or any other damages whatsoever. Furthermore, American Suzuki Motor Corporation is advised and, therefore, alleges that the allegations contained in paragraph 45 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

WHEREFORE, defendant, American Suzuki Motor Corporation, demands that Plaintiffs' Complaint be dismissed with prejudice and judgment be entered in American Suzuki's favor.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW

46. American Suzuki Motor Corporation hereby incorporates by reference paragraphs 1 through 45, inclusive, as if fully set forth at length.

47-55. Denied. American Suzuki Motor Corporation is advised and therefore alleges that, the allegations contained in paragraphs 47 through 55 of Plaintiffs' Complaint constitute conclusions of law to which no response is required and which are deemed denied.

WHEREFORE, defendant, American Suzuki Motor Corporation, demands that Plaintiffs' Complaint be dismissed with prejudice and that judgment be entered in American Suzuki Motor Corporation's favor.

NEW MATTER

1. Plaintiff failed to provide timely and adequate notice of Plaintiffs' claim to American Suzuki Motor Corporation.
2. Plaintiff failed to comply with the provisions of 73 P.S. §1956.
3. Plaintiffs' Complaint fails to state a cause of action upon which relief may be granted.
4. Plaintiffs' claims are barred and/or limited by the applicable disclaimers of warranty and/or limitation of damages provisions.
5. Plaintiffs' damages, if any, were caused by the intervening and/or superseding acts and/or omissions of persons and/or entities for whose conduct American Suzuki Motor Corporation cannot be held liable.
6. The vehicle referred to in Plaintiffs' Complaint was fit for its intended uses, did not contain any non-conformities or defects and complied with all express limited written warranties.
7. Plaintiffs' claims may be barred by the applicable statutes of limitations.
8. Some or all of the damages claimed in Plaintiffs' Complaint are not recoverable under applicable law.
9. Plaintiffs' Complaint fails to state a cause of action pursuant to the Pennsylvania Unfair Trade Practices and Consumer Protection Act of 73 P.S. §201-1 et seq.
10. American Suzuki Motor Corporation denies that the vehicle contains any alleged non-conformities. However, any alleged non-conformity of the subject vehicle does not substantially impair the use, value, or safety of the subject motor vehicle.

11. Any alleged non-conformity of the subject vehicle was the result of abuse, neglect and/or modifications or alterations of the motor vehicle by persons or parties other than American Suzuki Motor Corporation.

12. Plaintiffs' Complaint fails to state a claim for which any attorneys' fees may be awarded.

13. Plaintiffs' claims are barred and/or limited as a result of their failure to fulfill the conditions precedent of, and their failure to comply with, the terms and conditions of any express limited warranty under which plaintiffs assert their causes of action.

14. No act or conduct by American Suzuki Motor Corporation caused any injury, damage or loss to plaintiffs.

15. Plaintiffs are not entitled to recover treble damages or any civil penalties.

16. Plaintiffs have accepted the subject vehicle; failed to revoke or improperly revoked their acceptance; and/or improperly rejected or failed to reject the subject vehicle.

17. Plaintiffs have failed to join an indispensable party to this matter, the servicing dealer such that this matter must be dismissed.

18. Service of process was improper; venue is improper; the court lacks personal jurisdiction over this defendant.

19. Plaintiffs have failed to reasonably mitigate any damages or losses they allegedly sustained.

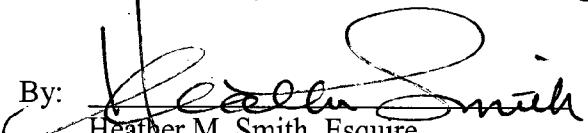
20. Plaintiffs have waived any claims they may have had against American Suzuki Motor Corporation and/or is estopped from bringing such claims.

21. Plaintiffs failed to notify American Suzuki Motor Corporation of any alleged defect, condition, non-conformity, or breach of warranty in a proper and timely fashion as required by law.

Respectfully submitted,

Marshall, Dennehey, Warner, Coleman & Goggin

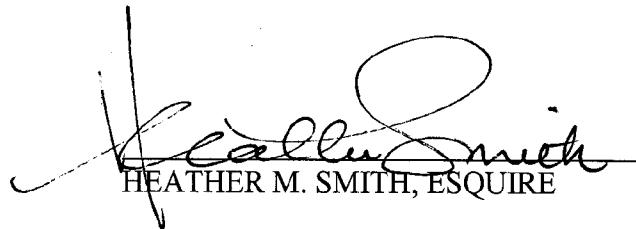
By:



Heather M. Smith, Esquire
Attorney for Defendant

VERIFICATION

Heather M. Smith, Esquire, hereby states that she is the attorney for American Suzuki Motor Corporation, defendant herein, and verifies that the statements made in the foregoing Answer with New Matter of Defendant, American Suzuki Motor Corporation, to Plaintiffs' Complaint, are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Heather M. Smith

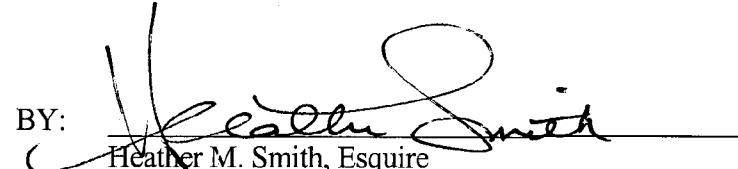
HEATHER M. SMITH, ESQUIRE

CERTIFICATE OF SERVICE

I hereby certify that I have served upon all persons listed below a true and correct copy of the **ANSWER AND NEW MATTER** in the above-captioned matter by United States first-class mail, postage prepaid, this 5th day of December, 2005.

Hilary K. Wheatley, Esquire
KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219

BY:


Heather M. Smith, Esquire
Attorney for Defendant

\12_A\LIAB\HMSMITH\LLPG\392239\HMSMITH\19430\12000

FILED

DEC 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

EMMA FERGUSON and,
DAVID FERGUSON,

CIVIL DIVISION

Plaintiff,
VS.

1727
NO.: AR-05-1828-CD

AMERICAN SUZUKI MOTOR CORP.,

Defendant.

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

Filed on Behalf of:
Emma and David Ferguson
Plaintiffs

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esquire
PA ID# 57100

Hilary K. Wheatley, Esquire
PA ID# 89893

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

(412) 566-1001

FILED *no cc*
m/11/07
DEC 15 2005 *JS*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

EMMA FERGUSON and,
DAVID FERGUSON,

CIVIL DIVISION

Plaintiff,

VS.

NO.: AR-05-1828-CD

AMERICAN SUZUKI MOTOR CORP.,

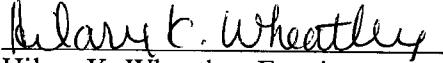
Defendant.

RULE 4009.25 CERTIFICATE
PREREQUISITE TO SERVICE OF SUBPOENA

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

1. A notice of intent to serve the subpoena was made U.S. First Class, Certified Mail, Return Receipt Requested to Defendant on or about November 4, 2005, with written notice and a copy of the subpoena attached thereto. A copy of the written notice is attached hereto.
2. No objection to the subpoena has been received or will be made.
3. The subpoena that will be served is identical to the subpoena that is attached to the notice of intent to serve the subpoena.

December 13, 2005


Hilary K. Wheatley, Esquire
KIMMEL & SILVERMAN, P.C.
Attorney for Plaintiff

COPY

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

**EMMA FERGUSON and
DAVID FERGUSON,**

CIVIL DIVISION

Plaintiffs,

NO.: 2005-1828-CD

vs.

**AMERICAN SUZUKI MOTOR
COPORATION,**

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

Defendant.

**Filed on behalf of Plaintiffs:
Emma and David Ferguson**

COUNSEL OF RECORD FOR THIS PARTY:

**Craig Thor Kimmel, Esquire
Identification No. 57100**

**Hilary K. Wheatley, Esquire
Identification No. 648C6**

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

FILED
NOV 14 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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Defendant.

CIVIL DIVISION

No.: 2005-1728-CD

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KIMMEL & SILVERMAN, P.C.

November 8, 2005

Hilary K. Wheatley
Craig Thor Kimmel, Esquire
Hilary K. Wheatley, Esquire

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Emma Ferguson and
David Ferguson
Plaintiff(s)

Vs.

American Suzuki Motor Corporation
Defendant(s)

*

*

No. 2005-01728-CD

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

TO: Custodian of Records, Five Start Suzuki
(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 ATTACHED

to 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.

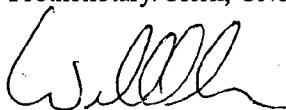
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

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

NAME: Hilary K. Wheatley, Esq.
ADDRESS: 210 Grant St., Suite 202
Pittsburgh, PA 15219
TELEPHONE: (412) 566-1001
SUPREME COURT ID # 89893
ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, November 04, 2005
Seal of the Court

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**

**EMMA FERGUSON and
DAVID FERGUSON,**

CIVIL DIVISION

Plaintiffs,

vs.

No. 2005-01728-CD

AMERICAN SUZUKI MOTOR CORP.,

Defendant.

**To: Five Star Suzuki
1400 W. College Ave.
State College, PA 16601**

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 Suzuki 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 Suzuki Verona bearing Vehicle Identification Number KL5VJ52L24B099217 registered to Emma and David Ferguson.

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 8th day of November 2005 via U.S. First Class Mail, Certified, Return Receipt Requested (7004 1160 0004 9201 0412).

American Suzuki Motor Corporation, Inc.
325 East Imperial Highway
Brea, CA 92821

Hilary K. Wheatley
Hilary K. Wheatley, 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 13th day of December, 2005 via U.S. First Class Mail to:

Heather M. Smith, Esquire
Marshall, Dennehey, Warner, Coleman & Goggins
Suite 2900, 600 Grant St.
Pittsburgh, PA 15219

Hilary K. Wheatley
Hilary K. Wheatley, Esquire
KIMMEL & SILVERMAN, P.C.

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

Emma Ferguson and David Ferguson,

CIVIL DIVISION

Plaintiff,

VS.

American Suzuki Motor Corporation,

NO.: 2005-001728-CD

Defendant.

**Praecept for Substitution for
Verification**

Filed on Behalf of:
Emma and David Ferguson
Plaintiffs

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esquire
PA ID# 57100

Hilary Wheatley Taylor, Esquire
PA ID# 89893

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

(412) 566-1001

FILED

AUG 04 2006

W/11/10/06 6:10
William A. Shaw
Prothonotary/Clerk of Courts
1 CIVET to ATT

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

We, Emma Ferguson and David Ferguson, hereby verify that the statements made in the foregoing Complaint as filed in the Court of Common Pleas of Clarion County, Pennsylvania are true and correct to the best of our 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: 11-29-05

Emma C Ferguson
Emma Ferguson

Date: 11-29-05

David Ferguson
David Ferguson

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Praeclipe for Substitution for Verification was served on August 2, 2006 via U.S. First Class Mail to:

Heather M. Smith, Esquire
Marshall, Dennehey, Warner, Coleman & Goggin
USX Tower, Suite 2900
600 Grant Street
Pittsburgh, PA 15219

Hilary W. Taylor
Hilary Wheatley Taylor, Esquire
KIMMEL & SILVERMAN, P.C.

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

Emma Ferguson and David Ferguson,

CIVIL DIVISION

Plaintiff,

VS.

American Suzuki Motor Corporation,

NO.: 2005-001728-CD

Defendant.

PROOF OF SERVICE

Filed on Behalf of:
Emma and David Ferguson
Plaintiffs

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esquire
PA ID# 57100

Hilary Wheatley Taylor, Esquire
PA ID# 89893

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

(412) 566-1001

FILED

AUG 04 2006

m/11/06/w

William A. Shaw
Prothonotary/Clerk of Courts *6K*

I went to atm

Craig T. Kimmel, Esquire
Identification No. 57100
Hilary Wheatley Taylor, Esquire
Identification No. 89893
KIMMEL & SILVERMAN, P.C.
210 Grant St. STE 202
Pittsburgh, PA 15219
(412) 566-1001

EMMA FERGUSON AND
DAVID FERGUSON

v.
AMERICAN SUZUKI MOTOR
CORPORATION

ATTORNEYS FOR
PLAINTIFFS

COURT OF COMMON PLEAS
Clearfield County

No. 2005-001728-CD

PROOF OF SERVICE

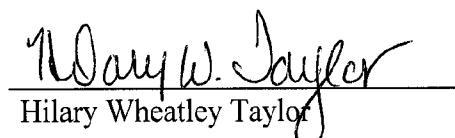
TO THE PROTONOTARY:

Service of the complaint regarding the above captioned matter was made on November 08, 2005 via Certified Mail/Return Receipt Requested to:

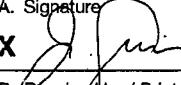
American Suzuki Motor Corporation
Customer Relations Department
Automotive Division
3251 E. Imperial Highway
Brea, CA 92821

A representative of Defendant signed the return receipt on November 14, 2005

(See Attached)



Hilary Wheatley Taylor

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">B. Received by (Printed Name) <i>J. GUINA on</i></td> <td style="width: 50%;">C. Date of Delivery</td> </tr> </table> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center;">NOV 14 2005</p>		B. Received by (Printed Name) <i>J. GUINA on</i>	C. Date of Delivery
B. Received by (Printed Name) <i>J. GUINA on</i>	C. Date of Delivery				
<p>1. Article Addressed to:</p> <p>American Suzuki Motor Corp. 325 East Imperial Highway Brea, CA 92621</p> <p><i>Jerguson v. Suzuki</i></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			
<p>2. Article Number (Transfer from service label)</p> <p>7004 1160 0004 9201 0412</p>					

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Proof of Service was served on August 2, 2006 via U.S. First Class Mail to:

Heather M. Smith, Esquire
Marshall, Dennehey, Warner, Coleman & Goggin
USX Tower, Suite 2900
600 Grant Street
Pittsburgh, PA 15219

Hilary W. Taylor
Hilary Wheatley Taylor, Esquire
KIMMEL & SILVERMAN, P.C.

CA

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

**EMMA FERGUSON AND
DAVID FERGUSON,**

CIVIL DIVISION

Plaintiffs,

vs.

NO.:2005-001728-CD

**AMERICAN SUZUKI MOTOR
CORPORATION,**

Defendant.

CERTIFICATE OF READINESS

Filed on behalf of Plaintiffs:
Emma Ferguson and
David Ferguson

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Hilary K. Wheatley, Esquire
Identification No. 89893

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

WRIT WAIVED

FILED

AUG 04 2006

M/111010

William A. Shaw
Prothonotary/Clerk of Courts

10000 to 1000

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

2005-001728	Arbitration	DATE PRESENTED	
CASE NUMBER	TYPE	TRIAL REQUESTED	ESTIMATED TRIAL TIME
11-4-05 Date Complaint Filed:	() Jury (xx) Arbitration	1/2	Days
Emma Ferguson and David Ferguson PLAINTIFF(S)			
American Suzuki Motor Corporation DEFENDANT(S)		()	
none ADDITIONAL DEFENDANT(S)		() Check Block if a Minor is a Party to the Case	

JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
more than \$ 20,000.00	() yes (xx) no	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

Hilary Wheatley Taylor, Esquire FOR THE PLAINTIFF	412-566-1001 TELEPHONE NUMBER
Heather Smith, Esquire FOR THE DEFENDANT	412-803-1155 TELEPHONE NUMBER
n/a FOR ADDITIONAL DEFENDANT	116 TELEPHONE NUMBER

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Certificate of Readiness was served on August 2, 2006 via U.S. First Class Mail to:

Heather M. Smith, Esquire
Marshall, Dennehey, Warner, Coleman & Goggins
USX Tower, Suite 2900
600 Grant Street
Pittsburgh, PA 15219

Hilary W. Taylor
Hilary Wheatley Taylor, Esquire
KIMMEL & SILVERMAN, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Emma Ferguson and David Ferguson

CIVIL DIVISION

Plaintiffs,

NO.: 2005-001728-CD

vs.

**PRAECIPE TO SETTLE,
DISCONTINUE AND END**

American Suzuki Motor Corporation,

Defendant.

Filed on behalf of Plaintiffs:
Emma Ferguson and David Ferguson

Counsel of Record for this Party:

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

Hilary Wheatley Taylor, Esq.
PA I.D. NO.: 89893

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

FILED ICC & Cet of
10/2/12 cm disc issued to
AUG 24 2006 Atty Taylor
William A. Shaw
Prothonotary/Clerk of Courts

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

Emma Ferguson and David Ferguson,)
)
 Plaintiffs,)
)
 vs.) NO.: 2005-001728-CD
)
 American Suzuki Motor Corporation,)
)
 Defendant.)

PRAEICE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter as settled and discontinued.

Respectfully submitted,

Hilary W. Taylor
Hilary Wheatley Taylor, Esquire
KIMMEL & SILVERMAN, P.C.
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Praeclipe to Settle, Discontinue, and End was served on the 22nd day of August 2006, via U.S. Mail to:

Heather M. Smith
Marshall, Dennehey, Warner, Coleman & Goggin
USX Tower, Suite 2900
600 Grant Street
Pittsburgh, PA 15219

Hilary W. Taylor
Hilary Wheatley Taylor, Esquire
KIMMEL & SILVERMAN, P.C.



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

JACQUELINE C. HERRITT*
ROBERT A. RAPKIN*
HY DAVID RUBENSTEIN**
VIVIAN EBENZ 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*

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. Mainton 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 WESTERN PA OFFICE

August 22, 2006

Prothonotary
Clearfield County Court of Common Pleas
P.O. Box 549
Clearfield, PA 16830

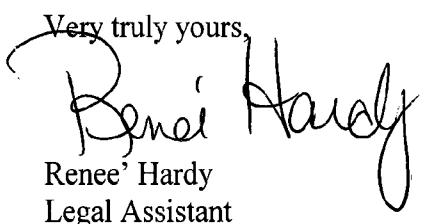
RE: Emma Ferguson and David Ferguson v. American Suzuki Motor Corporation, No. 2005-001728-CD

Dear Sir or Madam:

Enclosed please find one original and one copy of Praeclipe to Settle Discontinue and End for the above-referenced matter. Kindly file the original and return the time-stamped copy in the self-addressed stamped envelope that has been provided for your convenience.

Please do not hesitate to contact me at (412) 566-1001 should you have any questions.

Very truly yours,



Renee' Hardy
Legal Assistant

Enclosures

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Emma Ferguson
David Ferguson

Vs.
American Suzuki Motor Corporation

No. 2005-01728-CD

CERTIFICATE OF DISCONTINUATION

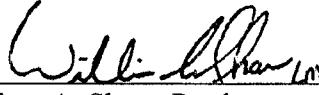
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 24, 2006, marked:

Settled and discontinued

Record costs in the sum of \$105.00 have been paid in full by Hilary Wheatley Taylor Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of August A.D. 2006.



William A. Shaw, Prothonotary