

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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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.**

**AMERICAN SUZUKI MOTOR  
CORPORATION,**

**Defendant.**

**No.:**

**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.**

**AMERICAN SUZUKI MOTOR  
CORPORATION,**

**Defendant.**

**No.:**

**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.

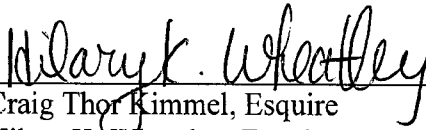
By: Hilary K. Wheatley  
Craig Thor Kimmel, Esquire  
Hilary K. Wheatley, Esquire

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.**

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

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

(412) 566-1001

PENNSYLVANIA

MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated

May 31, 2004

May 31, 2004

Account #

**ANNUAL PERCENTAGE RATE**

The cost of your credit as a yearly rate.

5.34%

**FINANCE CHARGE**

The dollar amount the credit will cost you.

\$ 2614.56

**Amount Financed**

The amount of credit provided to you or on your behalf.

\$ 15297.60

**Total of Payments**

The amount you will have paid after you have made all scheduled payments.

\$ 17912.16

**Total Sale Price**

The total cost of your purchase on credit, including your downpayment.

\$ 3500.00  
\$ 21412.16

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
36	\$ 497.56	Monthly, beginning

Filing Fees: \$

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

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

Prepayment: If you pay off early, you will not have to pay a penalty.

In this Contract, we are the **SELLER**, **FIVE STAR SUZUKI**

1100 WEST COLLEGE AVE STATE COLLEGE PA 16801

You are the **BUYER(S)**, **EMMA A. FERLUSON DAVID S. FERLUSON**

724 1000 HIRSH ST LANSE PA 16849

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**TRADE-IN:**

You have traded in the following vehicle:

Year and Make

Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the "Lien Payoff."

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost(s). Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, which costs \$

What is your age?

By signing, you select Single Credit Disability Insurance, which costs \$

What is your age?

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Disability Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$

What are your ages?

By signing, you both select Joint Credit Disability Insurance, which costs \$

What are your ages?

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Disability Ins.

If checked, the cost of the insurance set forth above is estimated. You will not be notified of any adjustment in the cost of the insurance at the time your insurance policy is sent to you.

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, a motor vehicle, which is called

**Itemization of Amount Financed**

Cash Price

Cash Downpayment

Trade-In

Value of Trade-In

Lien Payoff to:

Unpaid Cash Price Balance

To Credit Insurance Company

To Public Officials for License, Tags and Registration

Lien Fee

To Others on Your Behalf

DOCUMENTARY FEE

UNIVERSAL

SALES TAXES

To

Amount Financed

**PLAINTIFF'S EXHIBIT**

A



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DATE 1/28/88

STATE  
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	TOTAL LABOR
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LABOR	
TOTAL PARTS	

ACCES-	GAS OIL
SORIES	

GAS, OIL, GREASE	SUBLET REPAIRS
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REPAIRS	
---------	--

TAX	
-----	--

TOTAL	100
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QTY.	PART NUMBER	DESCRIPTION	PRICE
1	16920-8620P/L	2385	
1	33920-86214	775	
	Centre / k	85950	
	SUBLET REPAIRS		
	QTS. OIL @		
	LBS. GREASE @		
	ENVI. CHARGE		
	GAS, OIL & GREASE GALS, GAS @		
<p><b>PARTS WARRANTY - TO THE EXTENT PERMITTED BY STATE OR LOCAL LAW ANY WARRANTIES ON THE PRODUCTS SOLD HEREIN ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES OR AUTHORIZES ANY OTHER PERSON TO ASSUME SUCH ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.</b></p>			
NOT RESPONSIBLE FOR LOSS OF OR ARTICLES LEFT IN VEHICLE WITHOUT THE NECESSARY MATERIAL AND PERMISSION TO OPERATE THE WAYS OR ELSEWHERE FOR THE EXPRESS MECHANIC'S LIEN IS SECURE THE AMOUNT OF 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. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY TERMINAL AND ELECTRICAL WORK NECESSARY TO GET THE VEHICLE HEREIN DESCRIBED ON STREETS HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF INSPECTION AND/OR INSPECTION. EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS NEEDED.

*W. H. Burgess*

**PLAINTIFF'S  
EXHIBIT**  
B



1400 W COLLEGE AVE STATE COLLEGE, PA 16801  
814-867-8141 FAX 814-867-8104  
TOLL FREE 1-877-867-3884

006252

[illegible]

NAME		Emma Ferguson										DATE		11-2-04	
ADDRESS		Po Box 21 Buck St Lanse PA 16849										STATE		ZIP	
MAKE		242wki		TYPE OR MODEL		Vwma		YEAR		2004		RECEIVED		A.M. P.M.	
VIN		K15V		J52L		24B0		99217		PROMISED		WAIT		A.M. P.M.	
ODOMETER		10237		LICENSE NO.		DEL. DATE		PHONE WHEN READY		YES <input type="checkbox"/> NO <input type="checkbox"/>		REPAIR ESTIMATE		\$	
ORDER WRITTEN BY		HOME PHONE 345-5140										WORK PHONE			

[illegible]

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES LEFT IN VEHICLES IN CASE OF FIRE. THESE REPAIRS OTHER CAUSE BEYOND OUR CONTROL.

PARTS WARRANTY - TO THE EXTENT PERMITTED BY STATE OR LOCAL LAW, ANY WARRANTIES ON THE PRODUCTS SOLD HEREIN ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER MAKES NO ASSURANCE, AND NEITHER ASSURES NOR AUTHORIZES ANY OTHER ASSUREE TO ASSURE, IF ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

SECURE THE AMOUNT OF REPAIRS THEREON.

## PLAINTIFF'S EXHIBIT

**crabbles'**

**TOLL FREE 1-877-287-9884**

008191

Y	PART NUMBER	DESCRIPTION	PRICE
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SUBLET REPAIRS
WALKER 0701
QTS. OIL @
LBS. GREASE @
ENVI. CHARGE
GAS. OIL & GREASE
GALS. GAS @

WARRANTY - TO THE EXTENT PERMITTED BY STATE OR LOCAL LAW, ALL WARRANTIES ON THE ABOVE TITLED GOODS HEREIN ARE THEREBY EXTENDED TO THE PURCHASER OF THE GOODS MANUFACTURED. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF PARTICULARITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER PERSON TO ASSURE FOR IT ANY KIND OF SAID PRODUCTS.

[illegible]

NAME Eugene Ferguson		CITY LAKE		STATE CA		DATE 9/6/02	
ADDRESS 7000 K 21 Lane		ZIP					
TYPE OR MODEL 2002h		YEAR 2004		RECEIVED		A.M. P.M.	
VIN 1Y1Y15U55242480992112		PROMISED				A.M. P.M.	
ODOMETER 28294		LICENSE NO.		PHONE WHEN READY		REPAIR ESTIMATE	
ORDER WRITTEN BY		DEL. DATE		YES <input type="checkbox"/> NO <input type="checkbox"/>		\$	
HOME PHONE		WORK PHONE					
47532023		- 7732436					
OPER INSTRUCTIONS:				LABOR			

[illegible]

**rabbits**

**PLAINTIFF'S  
EXHIBIT**

Δ

ROBERT M. SILVERMAN<sup>\*,^</sup>  
CRAIG THOR KIMMEL<sup>\*,^</sup>

<sup>\*</sup> Member, PA Bar  
<sup>\*</sup> Member, NJ Bar  
<sup>\*</sup> Member, DE Bar  
<sup>\*</sup> Member, NY Bar  
<sup>\*</sup> Member, MA Bar  
<sup>\*</sup> Member, MD Bar  
<sup>\*</sup> Member, OH Bar  
<sup>@</sup> Member, DC Bar



# KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS

30 E. Butler Pike  
Ambler, PA 19002  
P (215) 540-8883  
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. Marston 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

JACQUELINE C. HERRITT<sup>™</sup>  
ROBERT A. RAPKIN<sup>™</sup>  
HY DAVID RUBENSTEIN<sup>™</sup>  
VIVIAN BENZ PEIKIN<sup>™</sup>  
AMY D. COX<sup>™</sup>  
LOUIS DOBI, JR.<sup>™</sup>  
SHANNON M. RYAN<sup>™</sup>  
SUSANNE KIMBERLAND<sup>™</sup>  
HILARY K. WHEATLEY<sup>™</sup>  
THOMAS F. BURNS<sup>™</sup>  
BARRY R. WINDERMAN<sup>™</sup>  
CHRISTINE N. DANTONIO<sup>™</sup>  
JENNIFER E. HURVITZ<sup>™</sup>  
JACQUELINE BRADFORD PORRO<sup>™</sup>  
SUSAN CAROL BELL<sup>™</sup>  
MELISSA K. FIALA<sup>™</sup>  
IRA P. SMADES<sup>™</sup>  
THOMAS L. MARQUOIT<sup>™</sup>  
BETHANY S. STEPHENS<sup>™</sup>

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, 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.: 2005-1<sup>1</sup>28-CD

vs.

AMERICAN SUZUKI MOTOR  
CORPORATION,

**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** <sup>NO</sup> <sub>cc</sub>  
m110:39/SH  
NOV 14 2005

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.

\*

No. 2005-01728-CD

American Suzuki Motor Corporation  
Defendant(s)

\*

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.

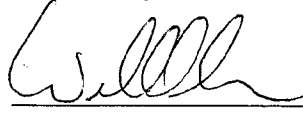
If you fail to produce the documents or things required by this subpoena within twenty  
(20) days after its service, the party serving this subpoena may seek a court order compelling you  
to comply with it.

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 8<sup>th</sup> 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  
DAVID FERGUSON,

Plaintiffs,

vs.

AMERICAN SUZUKI MOTOR  
CORPORATION,

Defendant.

) CIVIL DIVISION  
)  
) NO. 2005 - 01728 - CD  
)

) **PRAECIPE FOR ENTRY OF**  
) **APPEARANCE**  
)

) 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**

NOV 28 2005

m/8:30 (w)  
William A. Shaw

Prothonotary/Clerk of Courts

L C d TO ATN

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

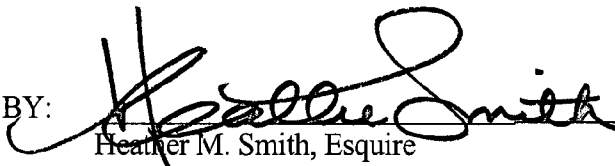
Heather M. Smith, Esquire  
Attorney for Defendant

**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 28<sup>th</sup> 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

EMMA FERGUSON and  
DAVID FERGUSON,

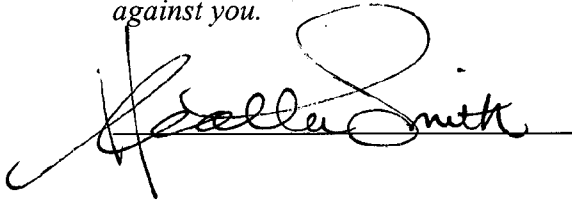
Plaintiffs,

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 <sup>NO</sup><sub>ec</sub>  
m/11:10/04  
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,	)	
	)	NO. 2005 - 01728 - CD
Plaintiffs,	)	
	)	
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.

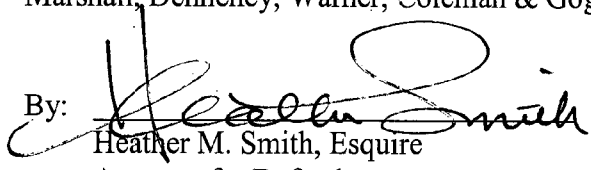
20. Plaintiffs have waived any claims they may have had against American Suzuki Motor Corporation and/or is estopped from bringing such claims.

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,

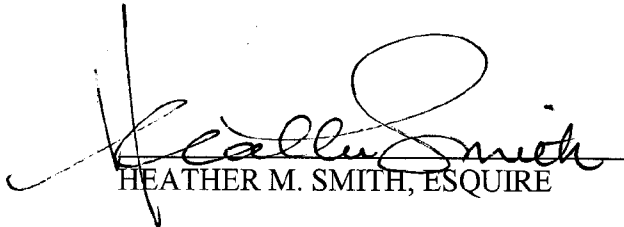
Marshall, Dennehey, Warner, Coleman & Goggin

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.

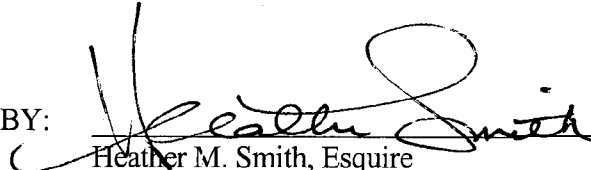
  
HEATHER M. SMITH, ESQUIRE

**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 5<sup>th</sup> 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



7-10-2005

10-10-2005

**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/11/07/04*  
**DEC 15 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.

NO.: AR-05-1828-CD

AMERICAN SUZUKI MOTOR CORP.,

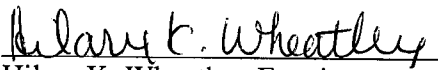
Defendant.

**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  
CORPORATION,

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  
NOV 14 2005  
William A. Shaw  
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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
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**EMMA FERGUSON and  
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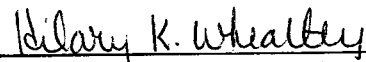
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KIMMEL & SILVERMAN, P.C.

November 8, 2005

  
\_\_\_\_\_  
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.

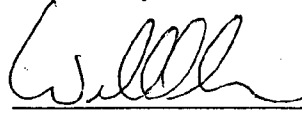
If you fail to produce the documents or things required by this subpoena within twenty  
(20) days after its service, the party serving this subpoena may seek a court order compelling you  
to comply with it.

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 8<sup>th</sup> 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

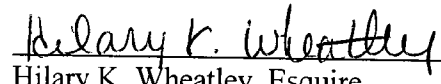
Hilary K. Wheatley  
Hilary K. Wheatley, Esquire  
KIMMEL & SILVERMAN, P.C.



**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 13<sup>th</sup> day of December, 2005 via U.S. First Class Mail to:

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

  
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.

NO.: 2005-001728-CD

American Suzuki Motor Corporation,

Defendant.

**Praecipe 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**

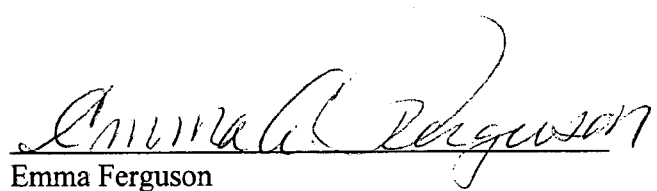
AUG 04 2006

*W/11.10/10*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*1 sent to Att*

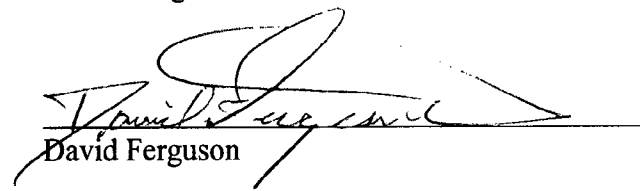
## VERIFICATION

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 Ferguson

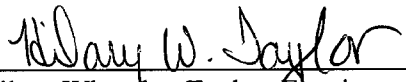
Date: 11-29-05

  
David Ferguson

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the within Praeipe 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 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.

NO.: 2005-001728-CD

American Suzuki Motor Corporation,

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/11/10/06  
William A. Shaw  
Prothonotary/Clerk of Courts (CR)

1 SENT TO ATTORNEY

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

ATTORNEYS FOR  
PLAINTIFFS

EMMA FERGUSON AND  
DAVID FERGUSON

v.

AMERICAN SUZUKI MOTOR  
CORPORATION

COURT OF COMMON PLEAS  
Clearfield County

No. 2005-001728-CD

**PROOF OF SERVICE**

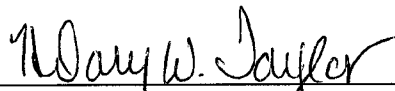
TO THE PROTONOTARY:

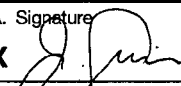
Service of the complaint regarding the above captioned matter was made on  
November 08, 2005 via Certified Mail/Return Receipt Requested to:

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)

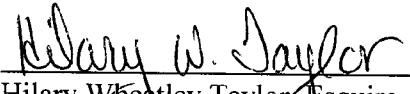
  
Hilary Wheatley Taylor

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mail piece, or on the front if space permits.</li></ul>	A. Signature <b>X</b> 
	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
	B. Received by (Printed Name) J. AGUINA
	C. Date of Delivery NOV 14 2005
1. Article Addressed to:  American Suzuki Motor Corp. 325 East Imperial Highway Brea, CA 92621	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label)	7004 1160 0004 9201 0412

**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 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/w/101w*

William A. Shaw  
Prothonotary/Clerk of Courts

*1 cert to Att*

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      ( ) Jury ( ) Non-Jury  
Date Complaint    (x) Arbitration  
Filed:

1/2 DaysEmma 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 (x) 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 W. Taylor*

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

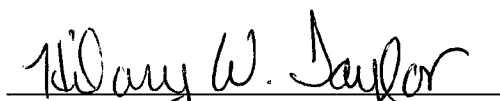
FOR ADDITIONAL DEFENDANT

n/a  
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 & Goggin  
USX Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219

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

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.: 2005-001728-CD

**PRAECIPE TO SETTLE,  
DISCONTINUE AND END**

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 & 1 Cert 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.

American Suzuki Motor Corporation,

Defendant.

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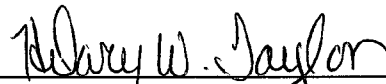
NO.: 2005-001728-CD

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO THE PROTHONOTARY:

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

Respectfully submitted,



---

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 Praeipe 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](http://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. Ma'lton 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

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

August 22, 2006

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

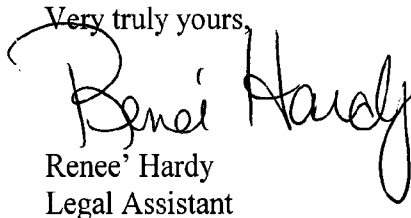
**RE: Emma Ferguson and David Ferguson v. American Suzuki Motor Corporation, No. 2005-001728-CD**

Dear Sir or Madam:

Enclosed please find one original and one copy of Praeipce 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.

No. 2005-01728-CD

American Suzuki Motor Corporation

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