

06-01-CD
Robert Smith al vs Daimlerchrysler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT S. SMITH and, PEGGY A. CIVIL DIVISION
SMITH,

Plaintiffs,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

NO.: 06-01-CD

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Robert & Peggy Smith

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 No CC
10:54 AM Atty pd.
JAN 03 2006 85.00
LM

William A. Shaw
Prothonotary/Clerk of Courts

■ Craig Thor Kimmel, Esquire
Identification No. 57100
Hilary K. Wheatley, Esquire
Identification No. 89893
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

JURY TRIAL DEMANDED.

ROBERT S. SMITH AND
PEGGY A. SMITH
3802 ALLPORT CUTOFF
MORRISDALE, PA 16858

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

v.

DAIMLERCHRYSLER CORPORATION
1000 Chrysler Drive CIMS 485-14-78
Auburn Hills, Michigan 48326-2766

NO.

CIVIL ACTION - LAW

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.

CLEARFIELD COUNTY BAR ASSOCIATION
COLAVECCHI & RYAN
P.O. BOX 131
CLEARFIELD, PA 16830
TELEPHONE: 814-765-1566

Craig Thor Kimmel, Esquire
Identification No. 57100
Hilary K. Wheatley, Esquire
Identification No. 89893
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
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1000 Chrysler Drive CIMS 485-14-78
Auburn Hills, Michigan 48326-2766

NO.

CIVIL ACTION

COMPLAINT

1. Plaintiffs, Robert S. Smith and Peggy A. Smith, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 3802 Allport Cutoff, Morrisdale, Pa 16858.
2. Defendant, DaimlerChrysler 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 1000 Chrysler Drive CIMS 485-14-78, Auburn Hills, Michigan 48326-2766, and can be served at this address.

BACKGROUND

3. On or about March 14, 2005, Plaintiffs purchased a new 2005 Jeep Truck Grand Cherokee, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1J4HR58N35C544630.
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 \$43,737.60. 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 / 36000 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.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

13. C CLASSIC DODGE 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.

14. On or about March 14, 2005, 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.

15. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

16. 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.

17. 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.

18. 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.

19. 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.

20. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

22. The first documented warranty repair attempt is believed to have occurred on or before April 04, 2005, when the vehicle odometer showed 2,060 miles. On that date, repair attempts were made to the vehicle for a water leak and a front control module. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

23. The second documented warranty repair attempt is believed to have occurred on or before June 03, 2005, when the vehicle odometer showed 7,891 miles. On that date, repair attempts were made to the transmission and an improper activation of the service emergency light. A true

and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

24. The third documented warranty repair attempt is believed to have occurred on or before June 15, 2005, when the vehicle odometer showed 7,891 miles. On that date, repair attempts were made to the sensor module. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

25. 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. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "E".

26. 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.

27. 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.

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 the notification required by 73 P.S. § 1957.

29. 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).

30. 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

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

32. 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).

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 that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

45. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

46. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

47. 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

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

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

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

51. 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."

52. 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.

53. 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.

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

55. 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.

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

57. 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 not in excess of Fifty Thousand Dollars (\$50,000.00), 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 THE 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

BUYER (AND CO-BUYER) NAME AND ADDRESS
 ROBERT S SMITH
 3802 ALPORT CUTOFF
 MORRISDALE PA 16858

PEGGY A SMITH
 3802 ALPORT CUTOFF
 MORRISDALE PA 16858

CREDITOR (SELLER) NAME AND ADDRESS
 C. CLASSIC DODGE C/P
 1238 S. SECOND ST. PO BOX 948
 CLEARFIELD PA 16830-0948

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE- <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR 2005	MAKE JEEP	MODEL GRAND CHEROK	VEHICLE IDENTIFICATION NUMBER 1J4HR58N3CS544630

Description of Trade-in	YEAR & MAKE 2002 JEEP	MODEL GCHEEKEE

PLAINTIFF'S
EXHIBIT
A

1

1. Cash Price

a. Vehicle (including
accessories, delivery,
installation charges, if any) **38255.00**

b. Sales Tax **1400.15**

c. Documentary Fee **50.00**

d. Service Contract (optional) **N/A**

e. Cash Price **\$ 39705.16**

2. Downpayment

a. Downpayment **N/A**

b. Manufacturer's Rebate **3500.00**

c. Gross Allowance on Trade-in **\$ 11419.00**

d. Pay-off on Trade-in **N/A**

e. Net Allowance on
Trade-in **11419.00**

f. Downpayment **\$ 14919.00**

If less than \$0, disclose on Line 3a and enter
\$0 for the Downpayment.

3. Unpaid Balance of Cash Price **\$ 24706.16**

a. Unpaid Trade-in Lien Amount to be Financed ** **\$ N/A**

** Paid to: N/A

Security Interest. You are giving us a security interest in the Vehicle being purchased.

Filing Fees \$ **5.00**

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*If made Estimate

INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM AN INSURANCE COMPANY OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY COVERAGE AND OTHER OPTIONAL INSURANCE/COVERAGE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> CREDIT LIFE INSURER _____ INSURED(S) _____	PREMIUM \$ _____ N/A	<input type="checkbox"/> MECHANICAL BREAKDOWN TERM _____ INSURER _____	PREMIUM \$ _____ N/A
BUYER'S SIGNATURE		BUYER'S SIGNATURE	
CO-BUYER'S SIGNATURE		CO-BUYER'S SIGNATURE	
<input type="checkbox"/> CREDIT DISABILITY INSURER _____ INSURED(S) _____		<input type="checkbox"/> TYPE _____ PREMIUM \$ _____ INSURER/PROVIDER _____	
BUYER'S SIGNATURE		BUYER'S SIGNATURE	
CO-BUYER'S SIGNATURE		CO-BUYER'S SIGNATURE	

c. Paid to: N/A	*	N/A
d. Paid to: CLASSIC DODGE For: NOTARY FEE	*	20.00
e. Paid to: For: N/A	*	N/A
f. Paid to Insurance Companies for Insurance for: (i) Optional Mechanical Breakdown N/A (ii) Optional Credit Life N/A (iii) Optional Credit Accident & Health N/A		
g. Subtotal	\$	94.50
5. Amount Financed	\$	24880.65

**Seller may be retaining a portion of these amounts.*

Primary Use of Vehicle - You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily business or commercial purposes.

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY.

NOTICE TO BUYER: Do not sign this contract in blank. You are entitled to an exact copy of the contract You sign. Keep it to protect Your legal rights.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.

SIGNATURE OF BUYER _____
[Signature]

SIGNATURE OF CO-BUYER _____
[Signature]

SIGNATURE OF CO-BUYER _____
[Signature]

If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

SIGNATURE OF BUYER _____
[Signature]

SIGNATURE OF CO-BUYER _____
[Signature]

SIGNATURE OF CO-BUYER _____
[Signature]

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO DAIMLERCHRYSLER SERVUS NA LLC ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER)

C. CLASSIC DODGE C/P

BY

TITLE



C CLASSIC

DODGE CHRYSLER JEEP

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

(814) 765-2500 • (888) 765-5636

CHWS65909



CHWS65909

CUSTOMER NO. 3503		ADVISOR DARRYL R MILLER		TAG NO. 58		INVOICE DATE 04/04/05		INVOICE NO. CHWS65909	
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE	2,060	COLOR	SILVER/	STOCK NO.	05JT130
		YEAR	MAKE / MODEL	05/JEEP TRUCK/GRAND CHEROKEE/G CHERO		DELIVERY DATE	03/14/05	DELIVERY MILES	85
		VEHICLE I.D. NO.	1J4HR58N35C544630		SELLING DEALER NO.	NEW	PRODUCTION DATE		
RESIDENTIAL PHONE	814-342-1247	BUSINESS PHONE	814-342-0884	COMMENTS		R. O. DATE	04/04/05	MO:	2062

LABOR & PARTS

J# 1 23CHZ

BODY
CUSTOMER STATES THAT VEHICLE IS LEAKING WATER AT BOTH
WINDSHIELD PILLARS. CHECK AND ADVISE.
FOUND THE RIGHT FRONT SUNROOF DRAIN WAS PINCHED.
RELOCATED THE RIGHT FRONT SUNROOF DRAIN.

JOB # 1 TOTAL LABOR & PARTS

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

R/O TAX
R/O TOTALS

0.00
57.36

WARRANTY CLAIM DETAIL TOTALS

CLAIM# TOTAL...
65909 57.36
CLAIM TOTALS 57.36

IMPORTANT

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

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

APPROVED BY SIGNATURE:

DCS AUDIT SLIP

ZN-DLR: 43493	RO. NO: 65909	CLAIM TYPE: W	RO PRICE: 57.36
CLAIM NO: 65909	VIN: 1J4HR58N35C544630	CLAIM TOT: 57.36	
SUB TYPE: N	DATE RECV: 04/04/2005	DED: 0.00	
CONT: N	DATE NOT: 04/04/2005	DED. WAIVER: N	
PRIOR CLM NO:	AUTH #:	ADJ AMT: 0.00	
IN SERV DATE: 03/14/2005	NOTE: N	ADJ TAX IND: N	
MILEAGE: 2060	ADV. NO: 1912DM	S CONT #:	

LABOR

LINE COND J	LABOR OP	FC HOURS	LABOR AMT	MECH	NARR
001 1 1	23306302	4X 1.2	57.36	1242	N

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

WARRANTY DISCLAIMERS

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

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

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

PLAINTIFF'S
EXHIBIT

B



C CLASSIC

DODGE CHRYSLER JEEP

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

(814) 765-2500 • (888) 765-5636

CHWS65910



CHWS65910

CUSTOMER NO 3503		ADVISOR DARRYL R MILLER		TAG NO. 58	INVOICE DATE 04/04/05	INVOICE NO. CHWS65910
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE 2,060	COLOR SILVER/	STOCK NO. 05JT130
		YEAR/MAKE/MODEL 05/JEEP TRUCK/GRAND CHEROKEE/G CHERO		DELIVERY DATE 05/14/05	DELIVERY MILES 85	
		VEHICLE I.D. NO. 1J4HR58N35C544630		SELLING DEALER NO. NEW	PRODUCTION DATE	
RESIDENCE PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	F. T. E. NO. P. O. NO. R. O. DATE 04/04/05				

LABOR & PARTS		MO: 2062			
J# 1 99CHT	RECALL	HOURS: 0.50	TECH(S):1242	23.90	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.
	CUSTOMER WOULD LIKE RECALL E03 PERFORMED-REPROGRAM FCM/FOG LAMPS.				ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
PARTS	REPROGRAMMED THE FRONT CONTROL MODULE.				
JOB # 1	QTY 1	FP-NUMBER 4275086-AB	DESCRIPTION LABEL GEN 14086100	U/COST 0.01	E/COST 0.01
			JOB # 1 COST TOTAL	0.01	U/PRICE 0.01
			JOB # 1 TOTAL PARTS	0.01	
			JOB # 1 TOTAL LABOR & PARTS	23.91	
			R/O TAX	0.00	
			R/O TOTALS	23.91	

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL...
65910	23.90
CLAIM TOTALS	23.90

IMPORTANT

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

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

APPROVED BY SIGNATURE

DCS AUDIT SLIP

ZN-DLR: 43493	RO.NO: 65910	CLAIM TYPE: S	RO PRICE: 23.91		
CLAIM.NO: 65910	VIN: 1J4HR58N35C544630	CLAIM TOT:	23.90		
SUB TYPE: N	DATE RECV: 04/04/2005	DED:	0.00		
CONT: N	DATE NOT: 04/04/2005	DED WAIVER:	N		
PRIOR CLM NO:	AUTH #:	ADJ AMT:	0.00		
IN SERV DATE: 03/14/2005	NOTE: N	ADJ TAX IND:	N		
MILEAGE: 2060	ADV.NO: 1912DM	S CONT #:			
LABOR					
LINE COND J	LABOR OP	FC HOURS	LABOR AMT	MECH	NARR
001 1 1	08E03182	.5	23.90	1242	N

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

WARRANTY DISCLAIMERS

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

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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.



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(814) 765-2500 • (888) 765-5636

CHWS67029

CUSTOMER NO 3503		ADVISOR DARRYL R MILLER		TAG NO. 58	INVOICE DATE 06/20/05	INVOICE NO CHWS67029
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE 7,891	COLOR SILVER/	STOCK NO. 05JT130
		YEAR 05	MAKE / MODEL JEEP TRUCK/GRAND CHEROKEE/G CHERO	DELIVERY DATE 03/14/05	DELIVERY MILES 85	
		VEHICLE ID. NO. 1J4HR58N35C544630	F. T. E. NO.	P. O. NO.	SELLING DEALER NO. NEW	PRODUCTION DATE
RESIDENT PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS				
				MO: 7899		

LABOR & PARTS

J# 1 21CHZ TRANSMISSION HOURS: 3.50 TECH(S):1242 4974 167.30
CUSTOMER STATES THAT THEIR SERVICE 4WD LIGHT KEEPS COMMING ON-CHECK AND ADVISE.
FOUND CODES FOR REAR DIFF. CONTROL CIRCUIT LOW C141D AND PST SENSOR 9 RING TIME TO LONG B1239. PERFORMED TESTS FOR BOTH CONDITIONS AND FOUND NEITHER WAS PRESENT AT THIS TIME AND WERE UNABLE TO DUPLICATE THIS CONDITION. BACK UP SENSORS WERE ACTIVATED BY A BIKE RACK ON REAR OF VEHICLE. STAR WAS UNABLE TO TELL US IF THIS WOULD CAUSE THESE CODES.
ADVISED CUSTOMER TO REMOVE BIKE RACK WHEN NOT IN USE AND DEACTIVATE SENSORS WHEN RACK IS ON.
NO REPAIRS WERE MADE AT THIS TIME.

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

PARTS-----QTY---FP NUMBER-----DESCRIPTION-----U/COST - E/COST - U/PRICE
JOB # 1 6 6500911 RETAINER 23043014 1.35 8.10 1.89 11.34
JOB # 1 2 5159077-AA CLIP FASC 23043020 0.35 0.70 0.49 0.98
JOB # 1 4 5159096-AB SPACER SE 8059030 1.40 5.60 1.96 7.84
JOB # 1 2 6503221 PIN NONE 24030008 0.65 1.30 0.91 1.82
JOB # 1 COST TOTAL 15.70
JOB # 1 TOTAL PARTS 21.98

IMPORTANT

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

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J# 2 05CHZ BRAKES HOURS: 0.00 TECH(S):1242 0.00
CUSTOMER STATES THAT THE SERVICE EMERGENCY LIGHT COMES ON- CHECK AND ADVISE.
RELATED TO JOB 1

JOB # 2 TOTAL LABOR & PARTS 0.00

R/O TAX 0.00
R/O TOTALS 189.28

WARRANTY CLAIM DETAIL TOTALS-----

CLAIM#..... TOTAL.....
67029 189.28

CLAIM TOTALS 189.28

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CUSTOMER NO. 3503		ADVISOR DARRYL R MILLER		TAG NO. 58		INVOICE DATE 06/16/05	INVOICE NO. CHWS67244
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE	7,891	COLOR SILVER/	STOCK NO. 055T130
		YEAR /MAKE /MODEL 05/JEEP TRUCK/GRAND CHEROKEE/G CHERO		DELIVERY DATE 03/14/05		DELIVERY MILES 85	
		VEHICLE I.D. NO. 1J4HR58N35C544630		SELLING DEALER NO. NEW		PRODUCTION DATE	
		F. T. E. NO.	P. O. NO.	R. O. DATE 06/15/05			
RESIDENCE PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS					
MO: 7891							

LABOR & PARTS							
J# 1 08CHZ		ELECTRICAL		HOURS: 0.40 TECH(S):1242		19.12	
		CUSTOMER STATES THE AUTO HEADLAMPS WILL NOT COME OFF HIGH BEAM. CHECK AND ADVISE.				ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.	
		FOUND TSB 08-010-05 APPLIED TO THIS CONDITION.				ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.	
		FLASH PROGRAMMED RAIN SENSOR MODULE.		JOB # 1 TOTAL LABOR & PARTS		19.12	
				R/O TAX		0.00	
				R/O TOTALS		19.12	

WARRANTY CLAIM DETAIL TOTALS							
CLAIM#	TOTAL						
67244	19.12						
CLAIM TOTALS	19.12						

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DCS AUDIT SLIP								
ZN-DLR: 43493		RO. NO: 67244	CLAIM TYPE: W	RO PRICE: 19.12				
CLAIM NO: 67244		VIN: 1J4HR58N35C544630	CLAIM TOT: 19.12					
SUB TYPE: N		DATE REC'D: 06/15/2005	DED: 0.00					
CONT: N		DATE NOT: 06/15/2005	DED WAIVER: N					
PRIOR CLM NO:		AUTH #:	ADJ AMT: 0.00					
IN SERV DATE: 03/14/2005		NOTE: N	ADJ TAX IND: N					
MILEAGE: 7891		ADV.NO: 1912DM	S CONT #: :					
LABOR								
LINE	COND	J	LABOR OP	FC	HOURS	LABOR AMT	MECH	NARR
001	1	1	08196197	FM	.4	19.12	1242	N

DUPLICATE INVOICE

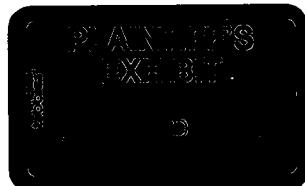
IMPORTANT
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CHWS68021

CUSTOMER NO 3503		ADVISOR DARRYL R MILLER		58 TH TAG NO.	INVOICE DATE 08/05/05	INVOICE NO CHWS68021
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE 12,036	COLOR SILVER/	STOCK NO 05JT130
		YEAR 05	MAKE / MODEL JEEP TRUCK/GRAND CHEROKEE/G CHERO	DELIVERY DATE 03/14/05	DELIVERY MILES 85	
		VEHICLE I.D. NO. 1J4HR58N35C544630	F. T. E. NO.	P. O. NO.	SELLING DEALER NO. NEW	PRODUCTION DATE 07/27/05
RESIDENTIAL PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS				
				MO: 12045		

LABOR & PARTS		J# 1 09CHZ		ENGINE	4.7L 8 CYL HOURS 2.80 TECH(S) 1242	133.84	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
				CUSTOMER STATES THAT WHEN STARTING VEHICLE WILL SHUT RIGHT BACK OFF-CHECK AND ADVISE. FOUND CODE U0168 LOST COMMUNICATION WITH VEHICLE SECURITY CONTROL. PERFORMED TESTS FOR THIS CODE AND FOUND SKREEM MODULE IS FAULTY. REPLACED SKREEM MODULE AND REPROGRAMMED KEYS AND TIRE SENSORS.			
PARTS		QTY	FP. NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 1		1	56053016-AQ	MODULE CO 8035031	75.05	75.05	105.07
				JOB # 1 COST TOTAL	75.05		105.07
				JOB # 1 TOTAL PARTS			105.07
				JOB # 1 TOTAL LABOR & PARTS			238.91
				R/O TAX	0.00		
				R/O TOTALS	238.91		
WARRANTY CLAIM DETAIL TOTALS							
CLAIM#		TOTAL					
68021		238.91					
CLAIM TOTALS		238.91					
<p>IMPORTANT You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern.</p> <p>THANK YOU C CLASSIC DODGE CHRYSLER JEEP (814) 765-2500</p>							

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DCS AUDIT SLIP

ZN-DLR: 43493	RO NO: 68021	CLAIM TYPE: W	RO PRICE: 238.91
CLAIM NO: 68021	VIN: 1J4HR58N35C544630	CLAIM TOT:	238.91
SUB TYPE: N	DATE RECV: 07/27/2005	DED:	0.00
CONT: N	DATE NOT: 08/05/2005	DED WAIVER:	N
PRIOR CLM NO:	AUTH #:	ADJ AMT:	0.00
IN SERV DATE: 03/14/2005	NOTE: N	ADJ TAX IND:	N
MILEAGE: 12036	ADV. NO: 1912DM	S CONT #:	

PARTS

LINE	COND	J	FP PART NUMBER	QTY	UNIT PRICE	MARKUP	EXTENDED AMT
001	1	1	X 56053016-AQ	01	75.05	40.00	105.07

LABOR

LINE	COND	J	LABOR OP	FC	HOURS	LABOR AMT	MECH	NARR
001	1	1	08191601	58	0.3	14.34	1242	N
002	1	1	85410000		2.5	119.50	1242	N

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PLAINTIFF'S
EXHIBIT

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CHWS68511

CUSTOMER NO. 3503		ADVISOR DARRYL R MILLER		TAG NO. 58	INVOICE DATE 08/31/05	INVOICE NO. CHWS68511	
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE 14,543	COLOR SILVER/	STOCK NO. 05J130	
		YEAR / MAKE / MODEL 05/JEEP TRUCK/GRAND CHEROKEE/G CHEROKEE			DELIVERY DATE 03/14/05	DELIVERY MILES 85	
		VEHICLE I.D. NO. 1J4HR58N35C544630			SELLING DEALER NO. NEW	PRODUCTION DATE	
		F. T. E. NO. 			P. O. NO. 	R. O. DATE 08/25/05	
RESIDENTIAL PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS					
MO: 14555							

LABOR & PARTS

J# 1 08CHZ		ELECTRICAL HOURS: 1.90 TECH(S):1242			90.82	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.	
PARTS	QTY	FP. NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	52114003-AD	ACTUATOR 2011035	13.45	13.45	18.83	18.83
JOB # 1	1	82300234	SEALER RT. 1081003	5.50	5.50	7.70	7.70
JOB # 1	3	4874469	LUBRICANT 1081033	13.80	41.40	19.32	57.96
			JOB # 1 COST TOTAL	60.35			
			JOB # 1 TOTAL PARTS		84.49		
			JOB # 1 TOTAL LABOR & PARTS		175.31		
J# 2 08CHZ2		ELECTRICAL HOURS: 1.00 TECH(S):1242			0.00	IMPORTANT You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern. THANK YOU C CLASSIC DODGE CHRYSLER JEEP (814) 765-2500	
PARTS	QTY	FP. NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 2	1	52114003-AD	ACTUATOR 2011035	13.45	13.45	18.83	
JOB # 2	1	82300234	SEALER RT. 1081003	5.50	5.50	7.70	
JOB # 2	3	4874469	LUBRICANT 1081033	13.80	41.40	19.32	
			JOB # 2 COST TOTAL	60.35			
			JOB # 2 TOTAL PARTS		84.49		
J# 3 08CHZ3		ELECTRICAL HOURS: 1.10 TECH(S):1242			0.00	WARRANTY DISCLAIMERS Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, C CLASSIC DODGE CHRYSLER JEEP, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and C CLASSIC DODGE CHRYSLER JEEP neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	
PARTS	QTY	FP. NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 3	1	5JN301J8-AM	BEZEL INS 23023020	0.00	0.00	86.31	86.31
			JOB # 3 TOTAL PARTS		86.31		
			JOB # 3 TOTAL LABOR & PARTS		138.89		
			R/O TAX		0.00		
			R/O TOTALS		314.20		

WARRANTY CLAIM DETAIL TOTALS

CLAIM#.....	TOTAL.....
68511	261.62
CLAIM TOTALS	261.62

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CHWS69018

CUSTOMER NO. 3503		ADVISOR DARRYL R MILLER		TAG NO. 58	INVOICE DATE 09/30/05	INVOICE NO. CHWS69018
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE 17,941	COLOR SILVER/	STOCK NO. 05JT130
		YEAR 05	MAKE / MODEL JEEP TRUCK/GRAND CHEROKEE/G CHERO	DELIVERY DATE 03/14/05	DELIVERY MILES 85	
		VEHICLE I.D. NO. 1J4HR58N35C544630	F. T. E. NO.	P. O. NO.	SELLING DEALER NO. NEW	PRODUCTION DATE
RESIDENCE PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS				MO: 17942

LABOR & PARTS

J# 1 08CHZ ELECTRICAL HOURS: 0.40 TECH(S):4974
CUSTOMER STATES THAT VEHICLES DRIVER SEAT WILL MOVE BACK AND
FORTH WITH NO ONE SITTING IN IT-CHECK AND ADVISE.
DID NOT VERIFY THIS CONDITION BUT TSB 08-027-05 APPLIED TO
THIS CONDITION.
FLASH PROGRAMMED THE MEMORY SEAT MODULE.

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

JOB # 1 TOTAL LABOR & PARTS

R/O TAX
R/O TOTALS19.12
0.00
19.12

WARRANTY CLAIM DETAIL TOTALS

CLAIM# TOTAL
69018 19.12
CLAIM TOTALS 19.12

IMPORTANT

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satisfaction survey from the manu-
facturer in the next few weeks.
If, for any reason, you cannot
grade us "Completely Satisfied",
please contact Your Service
Advisor. Your satisfaction
is our Number 1 concern.

THANK YOU
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DCS AUDIT SLIP

ZN-DLR: 43493	RO.NO: 69018	CLAIM TYPE: W	RO PRICE: 19.12
CLAIM NO: 69018	VIN: 1J4HR58N35C544630	CLAIM TOT:	19.12
SUB TYPE: N	DATE REC'D: 09/28/2005	DED:	0.00
CONT: N	DATE NOT: 09/30/2005	DED WAIVER:	N
PRIOR CLM NO:	AUTH #:	ADJ AMT:	0.00
IN SERV DATE: 03/14/2005	NOTE: N	ADJ TAX IND:	N
MILEAGE: 17941	ADV. NO: 1912DM	S CONT #:	

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VICE HOURS AND ONLY WHEN PAID IN
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DAMAGE TO VEHICLES OR ARTICLES
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CUSTOMER NO. 3503		ADVISOR DARRYL R MILLER	TAG NO. 58	INVOICE DATE 10/10/05	INVOICE NO. CHWS69181
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR RATE	LICENSE NO.	MILEAGE 18,518	COLOR SILVER/
		YEAR / MAKE / MODEL 05/JEEP TRUCK/GRAND CHEROKEE/G CHERO		DELIVERY DATE 03/14/05	STOCK NO. 05JT130
		VEHICLE I.D. NO. 1J4HR58N35C544630		SELLING DEALER NO. NEW	DELIVERY MILES 85
RESIDENCE PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	F. T. E. NO.	P. O. NO.	R. Q. DATE 10/10/05	PRODUCTION DATE

LABOR & PARTS		MO: 18520	
J# 1 08CHZ ELECTRICAL HOURS: 1.00 TECH(S): 0652		49.30	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
CUSTOMER STATES THAT VEHICLES SERVICE 4WD SWITCH AND BRAKE LIGHT KEEPS COMMING ON-CHECK AND ADVISE.			
FOUND CODES FOR RESTRICTED MANUAL VALVE P-1715 AND B-1040 METERING SWITCH INPUT STUCK.NEITHER CODE WAS ACTIVE AND DIAGNOSTICS TEST SAID IF DRIVER BUMPS THE SHIFTER OR RESTS THEIR HAND ON SHIFTER THESE CODES WILL SET.			
NO REPAIRS WERE MADE AT THIS TIME.			
JOB # 1 TOTAL LABOR & PARTS		49.30	
R/O TAX		0.00	
R/O TOTALS		49.30	

WARRANTY CLAIM DETAIL TOTALS

CLAIM#.....	TOTAL.....
69181	49.30
CLAIM TOTALS	49.30

IMPORTANT

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DCS AUDIT SLIP

ZN-DLR: 43493	RO. NO: 69181	CLAIM TYPE: W	RO PRICE: 49.30		
CLAIM.NO: 69181	VIN: 1J4HR58N35C544630	CLAIM TOT:	49.30		
SUB TYPE: N	DATE RECV: 10/10/2005	DED:	0.00		
CONT: N	DATE NOT: 10/10/2005	DED WAIVER:	N		
PRIOR CLM NO:	AUTH #:	ADJ AMT:	0.00		
IN SERV DATE: 03/14/2005	NOTE: N	ADJ TAX IND:	N		
MILEAGE: 18518	ADV. NO: 1912DM	S CONT #:			
LABOR					
LINE COND J	LABOR OP	FC HOURS	LABOR AMT	MECH	NARR
001 1 1	21752700	UC 1.0	49.30	0652	N

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CHWS70214



CHWS70214

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
3503	DARRYL R MILLER	58	12/16/05	CHWS70214
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858	LABOR RATE	LICENSE NO.	COLOR	STOCK NO.
			25,632 SILVER/	05JT130
	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	05/JEEP TRUCK/GRAND CHEROKEE/G CHERO		03/14/05	85
	VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
	1J4HR58N35C544630		NEW	
	F. T. E. NO.	P. O. NO.	R. D. DATE	
			12/13/05	
RESIDENTIAL PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS		MO: 25638

LABOR & PARTS J# 1 21CHZ	TRANSMISSION CUSTOMER STATES THAT THE SERVICE 4WD LIGHT KEEPS COMMING ON. CHECK AND ADVISE. FOUND AN INTERNAL FAULT IN THE FINAL DRIVE MODULE CONTACTED STAR TO GET MODULE INSTALLED FINAL DRIVE MODULE	HOURS: 0.20 TECH(S):1242 9.86	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER- MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----U/COST-----E/COST-----U/PRICE			
JOB # 1 1 56044199-AJ MODULE TR 8035028 112.00 112.00 156.80		156.80	
	JOB # 1 COST TOTAL 112.00		
	JOB # 1 TOTAL PARTS 156.80		
	JOB # 1 TOTAL LABOR & PARTS 166.66		
J# 2 08CHZ	ELECTRICAL CUSTOMER STATES THAT THE POWER DRIVER MEMORY SEAT DOESN'T MOVE BACK WHEN SHUT OFF AND WHILE DRIVING IT MOVES BY ITSELF VERIFIED COMPLAINT AND FOUND THE SEAT MODULE WAS NOT SENDING SIGNAL. REPLACED MEMORY SEAT MODULE.	HOURS: 0.40 TECH(S):4974 19.72	IMPORTANT You may receive a customer satisfaction survey from the manu- facturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern. THANK YOU C CLASSIC DODGE CHRYSLER JEEP (814) 765-2500
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----U/COST-----E/COST-----U/PRICE			
JOB # 2 1 4602441-AN MODULE SE 8035031 44.80 44.80 62.72		62.72	
	JOB # 2 COST TOTAL 44.80		
	JOB # 2 TOTAL PARTS 62.72		
	JOB # 2 TOTAL LABOR & PARTS 82.44		
	R/O TAX 0.00		
	R/O TOTALS 249.10		

WARRANTY CLAIM DETAIL TOTALS

CLAIM#..... TOTAL.....
70214 249.10
CLAIM TOTALS 249.10

APPROVED BY SIGNATURE

WARRANTY DISCLAIMERS

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

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

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

C CLASSIC

CHWS70294

CHRYSLER

DODGE

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



(814) 765-2500 • (888) 765-5636

CHWS70294

CUSTOMER NO. 3503	ADVISOR DARRYL R MILLER	TAG NO. 58	INVOICE DATE 12/21/05	INVOICE NO. CHWS70294
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858	LABOR RATE	LICENSE NO.	MILEAGE 25,743	COLOR SILVER/
	YEAR / MAKE / MODEL 05/JEEP TRUCK/GRAND CHEROKEE/G CHERO	DELIVERY DATE 03/14/05	STOCK NO. 05JT130	
	VEHICLE I.D. NO. 1J4HR58N35C544630	SELLING DEALER NO.	DELIVERY MILES 85	
F.T.E. NO.	P.O. NO.	R.O. DATE 12/19/05	MANUFACTURE DATE	
RESIDENCE PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS	MO: 25743	

LABOR & PARTS JOB 1 Z1CHZ	TRANSMISSION HOURS: 1.60 TECH(S):1242	78.88	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER-MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
CUSTOMER STATES THAT THEIR SERVICE 4WD LIGHT WAS ON FOR A DAY THEN SHUT OFF-CHECK AND ADVISE. FOUND CODE FOR REAR DIFFERENTIAL CONTROL CIRCUIT LOW.C1410 CONDITION NOT PRESENT AT THIS TIME.TECHNICIAN DROVE VEHICLE HOME AND BACK FOR A TRIP OF OVER 60 MILES WITH NO PROBLEMS AND NO CODES CAME BACK. NO REPAIRS WERE MADE AT THIS TIME.		78.88	
JOB # 1 TOTAL LABOR & PARTS		78.88	
R/O TAX		0.00	
R/O TOTALS		78.88	

WARRANTY CLAIM DETAIL TOTALS	IMPORTANT
CLAIM#..... TOTAL... 70294 78.88	You may receive a customer satisfaction survey from the manufacturer in the next few weeks. If, for any reason, you cannot grade us "Completely Satisfied", please contact Your Service Advisor. Your satisfaction is our Number 1 concern.
CLAIM TOTALS 78.88	THANK YOU C CLASSIC DODGE CHRYSLER JEEP (814) 765-2500

APPROVED BY SIGNATURE

DCS AUDIT SLIP	ZN-DLR: 43493 CLAIM NO: 70294 SUB TYPE: N CONT: N PRIOR CLM NO: IN SERV DATE: 03/14/2005 MILEAGE: 25743	RO: NO: 70294 VIN: 1J4HR58N35C544630 DATE RECV: 12/19/2005 DATE NOT: 12/20/2005 AUTH. #: N ADV. NO: 1912DM	CLAIM TYPE: W RO PRICE: 78.88 CLAIM TOT: 78.88 DED: 0.00 DED WAIVER: N ADJ AMT: 0.00 ADJ TAX IND: N .S CONT #:		
LABOR	LINE COND J LABOR OP 001 1 1 08190500	FC HOURS UC 1.6	LABOR AMT 78.88	MECH 1242	NARR N

DUPLICATE INVOICE

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

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

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

C CLASSIC

DODGE CHRYSLER JEEP



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CHWS70400

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
3503	DARRYL R MILLER	SB	12/27/05	CHWS70400
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858	LABOR RATE	LICENCE NO.	MILEAGE	COLOR SILVER/ STOCK NO. 05JT130
	YEAR / MAKE / MODEL		26,012	DELIVERY DATE 03/14/05 DELIVERY MILES 85
	05/JEEP TRUCK/GRAND CHEROKEE/G CHERO			SELLING DEALER NO.
	VEHICLE I.D. NO.	1 J 4 H R 5 8 N 3 5 C 5 4 4 6 3 0		PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	NEW	
			H. O. DATE 12/27/05	
H-RESIDENCE PHONE 814-342-1247	BUSINESS PHONE 814-342-0884	COMMENTS		MO: 26087

LABOR & PARTS J# 1 08CHZ	ELECTRICAL CUSTOMER STATES THAT THEIR WINDSHIELD WIPERS CLEARED WINSHIELD BY THEMSELVES-CHECK AND ADVISE. DROVE VEHICLE FOR 3 DAYS AND DID NOT EXPERIENCE THIS PROBLEM AND THERE ARE NO CODES PRESENT.	HOURS: TECH(S):6416	0.00	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER- MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
J# 2 21CHZ	TRANSMISSION CUSTOMER STATES THAT THEIR SERVICE 4WD LIGHT CAME ON WHILE DRIVING-CHECK AND ADVISE. DROVE VEHICLE FOR 3 DAYS AND DID NOT EXPERIENCE THIS PROBLEM.AND THERE ARE NO CODES PRESENT.	HOURS: TECH(S):6416	0.00	
		JOB # 1 TOTAL LABOR & PARTS JOB # 2 TOTAL LABOR & PARTS	0.00	

Note they took my Jeep home
FOR the weekend without
telling me the time before
they left a man take home
overnight without asking
Also

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

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

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



C CLASSIC
DODGE CHRYSLER JEEP
 1238 S. SECOND ST. • P.O. BOX 948 • CLEARFIELD, PA 16830
 (814) 765-2500 • (888) 765-5636



CHWS70399

CUSTOMER NO.	3503	ADVISOR DARRYL R MILLER	TAG NO. 58	INVOICE DATE 12/27/05	INVOICE NO. CHWS70399
ROBERT S SMITH 3802 ALLPORT CUTOFF MORRISDALE, PA 16858		LABOR HRS 0	LICENSE NO. 26,012	COLOR SILVER/	STOCK NO. 05JT130
		YEAR / MAKE / MODEL 05/ JEEP TRUCK/GRAND CHEROKEE/G CHERO		DELIVERY DATE 03/14/05	DELIVERY MILES 85
		VEHICLE ID. NO. 1J4HR58N35C544630		SELLING DEALER NO. NEW	PRODUCTION DATE
		F.T.E. NO.	P.O. NO.	RECEIVED DATE 12/27/05	

RESIDENCE PHONE: 814-342-1247 BUSINESS PHONE: 814-342-0884 COMMENTS: MO: 26087

LABOR & PARTS J# 1 08CH2	ELECTRICAL CUSTOMER STATES THAT THEIR PARK ASSIST LIGHT IS ON-CHECK AND ADVISE. UNABLE TO DUPLICATE THIS CONDITION.	HOURS: TECH(S): 6416	0.00	ALL NEW OR FACTORY REBUILT PARTS ARE GUARANTEED FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. ANY PARTS THAT ARE AFTER- MARKET CARRY A 12 MONTH OR 12,000 MILE WARRANTY ON THE PARTS ONLY.
J# 2 08CH2	ELECTRICAL 1 CUSTOMER STATES THAT THEIR POWER SEAT MOVED THE WHOLE WAY FORWARD THEN BACK AND RECLINED WHILE DRIVING. SERVICE MANAGER DROVE THIS VEHICLE FOR 3 DAYS AND THIS NEVER HAPPENED. NO REPAIRS WERE MADE.	HOURS: TECH(S): 6416	0.00	
J# 3 08CH23	ELECTRICAL 2 CUSTOMER STATES THAT THEIR HIGH BEAMS CAME ON BY THEMSELVES CHECK AND ADVISE. THIS VEHICLE HAS SMART BEAM HEADLAMPS AND THEY ARE AS THEY ARE DESIGNED TO DO. NO REPAIRS WERE MADE.	HOURS: TECH(S): 6416	0.00	
		JOB # 1 TOTAL LABOR & PARTS JOB # 2 TOTAL LABOR & PARTS JOB # 3 TOTAL LABOR & PARTS	0.00 0.00 0.00	

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

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

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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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**ROBERT S. SMITH, and
PEGGY A. SMITH**

CIVIL DIVISION

Plaintiffs,

vs.

NO.: 2006-000001-CD

DAIMLERCHRYSLER CORPORATION,

Defendant.

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

Filed on behalf of Plaintiffs:
Robert and Peggy Smith

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 St., Suite 202
Pittsburgh, PA 15219
(412) 566-1001

FILED
19/18/06
JAN 09 2006
NO CC
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**ROBERT S. SMITH, and
PEGGY A. SMITH**

Plaintiffs,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

CIVIL DIVISION

No.: 2006-000001-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.

By:

Craig Thor Kimmel, Esquire
Hilary K. Wheatley, Esquire

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Robert S. Smith
Peggy A. Smith
Plaintiff(s)

Vs.
Daimlerchrysler Corporation
Defendant(s)

*

*

No. 2006-00001-CD

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

TO: Custodian of Records, C ClassiccDodge
(Name of Person or Entity)

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

See subpoena attachment:

(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, Esquire
ADDRESS: 210 Grant Street, Ste. 202
Pittsburgh, PA. 15219
TELEPHONE: 412-566-1001
SUPREME COURT ID # 89893
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, January 03, 2006
Seal of the Court

Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**ROBERT S. SMITH,
And PEGGY A. SMITH,**

CIVIL DIVISION

Plaintiffs,

vs.

No. 2006-000001-CD

**DAIMLERCHRYSLER
CORPORATION,**

Defendant.

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

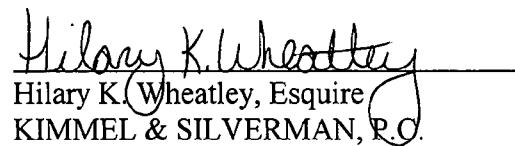
SUBPOENA ATTACHMENT

The entire sales and service file (front and back), including but not limited to any and all service appointment information and/or records **whether an invoice was issued or not**, any and all information and/or records or requests for service appointments, any and all records of communication within the dealership or with other authorized DaimlerChrysler repair facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2005 Jeep Truck Grand Cherokee bearing Vehicle Identification Number 1J4HR58N35C544630 registered to Robert and Peggy Smith.

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 4th day of January 2006 via U.S. First Class Mail, Certified, Return Receipt Requested (7005 1820 0007 9946 2253).

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


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

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

ROBERT S. SMITH and PEGGY A.) CIVIL DIVISION
SMITH,)
) NO.: 06-01-CD
 Plaintiff,)
)
 vs.) **PRAECIPE FOR ENTRY OF
 APPEARANCE**
 DAIMLERCHRYSLER CORPORATION,)
)
 Defendant.) Filed on Behalf of Defendant
)
)
) Counsel of Record for This Party:
)
) HEATHER M. SMITH, ESQUIRE
) PA I.D. #87591
)
)
) Marshall, Dennehey, Warner,
) Coleman & Goggin
)
) 2900 US Steel Tower
) 600 Grant Street
) Pittsburgh, PA 15219
)
) 412.803.1140
) 412.803.1188 – fax

FILED NOCC
10:47 AM
FEB 02 2006
6K

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT S. SMITH and PEGGY A.) CIVIL DIVISION
SMITH,)
) NO. 06-01-CD
Plaintiffs,)
)
vs.)
)
DAIMLERCHRYSLER 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 DaimlerChrysler 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 31st day of **JANUARY, 2006**.

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

**MARSHALL, DENNEHEY, WARNER
COLEMAN AND GOGGIN**

BY:


Heather M. Smith, Esquire
Attorney for Defendant

\12_A\LIBV\FDEASY\LLPG\399176\CDAVIS\03043\12000

FILED
FEB 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

or a judgment may be entered against you.

C. Reeder Smith

FILED NO
m 10:46 AM
FEB 22 2008 cc

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT S. SMITH and PEGGY A.) CIVIL DIVISION
SMITH,)
Plaintiffs,) NO. 06-01-CD
vs.)
DAIMLERCHRYSLER CORPORATION,)
Defendant.)

ANSWER AND NEW MATTER

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

1. Denied. After reasonable investigation, answering Defendant is without knowledge or information sufficient to form a belief as to the truth of these averments and the same are therefore denied.
2. Admitted in part; denied in part. DaimlerChrysler is a corporation organized and existing under the laws of the State of Delaware with a principal place of business in Michigan. In addition, they can be served at the CG Corporation Systems, 1635 Market Street, Philadelphia, PA 19103. The remaining averments are denied.

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

BACKGROUND

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

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

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

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

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

8. Denied. It is denied Defendant entered into a contract or "bargain" with the Plaintiff. On the contrary, no contract was negotiated or completed between the parties. Inasmuch as the Plaintiff fails to define the specifics of the alleged guarantees, affirmations and undertakings.

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

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

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

COUNT I

PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Denied. The averments contained in this paragraph constitute conclusions of law to which no response is required. By way of further response, the document attached to Plaintiff's Complaint as Exhibit "E" speaks for itself.

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

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

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

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

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

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

COUNT II

MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

35. Denied. The averments contained in this paragraph constitute conclusions of law to

which no response is required.

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

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

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

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

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

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

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

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

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

COUNT III

**PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW**

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

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

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

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

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

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

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

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

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

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

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

NEW MATTER

1. Plaintiffs failed to provide timely and adequate notice of Plaintiffs' claim to DaimlerChrysler Corporation.
2. Plaintiffs 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 DaimlerChrysler 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. DaimlerChrysler 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 DaimlerChrysler 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 plaintiff asserts their causes of action.

14. No act or conduct by DaimlerChrysler 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.

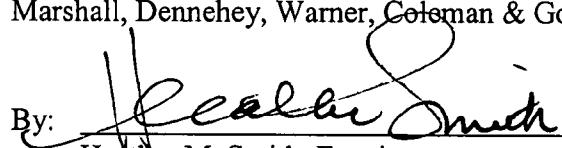
19. Plaintiffs have failed to reasonably mitigate any damages or losses they allegedly sustained.

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

21. Plaintiffs failed to notify DaimlerChrysler 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

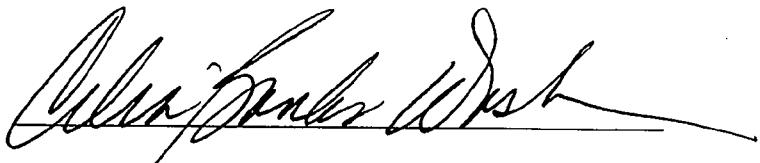
By: 

Heather M. Smith, Esquire
Attorney for Defendant

VERIFICATION

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

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



Celia Banks Washington
Supervising Counsel
DaimlerChrysler Warranty Litigation

Dated: 2-10-06

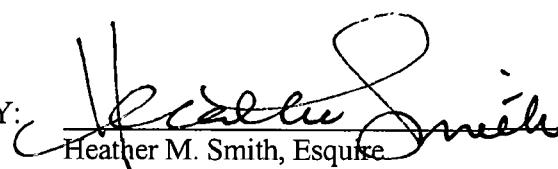
CERTIFICATE OF SERVICE

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 16th day of February, 2006.

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

**MARSHALL, DENNEHEY, WARNER
COLEMAN AND GOGGIN**

BY:


Heather M. Smith, Esquire
Attorney for Defendant

\12_A\LIAB\HMSMITH\LLPG\401926\HMSMITH\03043\12000

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

Robert S. Smith,
and Peggy Smith,

CIVIL DIVISION

Plaintiffs,
VS.
DaimlerChrysler Corporation
Defendant.

NO.: 06-01-CD

**PRAECIPE TO SUBSTITUTE
VERIFICATION**

Filed on Behalf of:
Robert S. and Peggy Smith
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

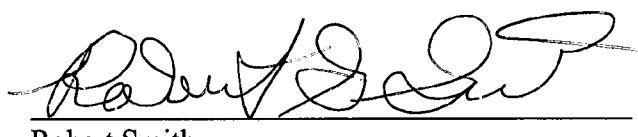
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FEB 23 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

We, Robert Smith and Peggy Smith, hereby verify that the statements made in the foregoing Complaint as filed in the Court of Common Pleas of Clearfield 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: 1/11/2006


Robert Smith

Date: 1/11/06


Peggy Smith
Nancy Smith
Peggy

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Praeclipe to Substitute Verification was served on February 17, 2006 via U.S. First Class 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.

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

Robert S. Smith,
and Peggy Smith,

CIVIL DIVISION

Plaintiffs,

VS.

NO.: 06-01-CD

DaimlerChrysler Corporation

Defendant.

PROOF OF SERVICE

Filed on Behalf of:
Robert S. Smith
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

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UN
William A. Shaw
Prothonotary/Clerk of Courts

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

ATTORNEYS FOR PLAINTIFFS

ROBERT S. SMITH and PEGGY SMITH

v.

DAIMLERCHRYSLER CORPORATION

COURT OF COMMON PLEAS
Clearfield County

No. 06-01-CD

PROOF OF SERVICE

TO THE PROTONOTARY:

Service of the complaint regarding the above captioned matter was made on January 04, 2006 via Certified Mail/Return Receipt Requested to:

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

A representative of Defendant signed the return receipt on January 05, 2006 (See Attached)

By: Hilary W. Taylor
Craig T. Kimmel, Esquire
Hilary Wheatley Taylor, Esquire

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

Robert Smith v. DCC

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Robert Smith v. DCC
Tim Robbins

Agent
 Addressee

B. Received by (Printed Name) *Robert Smith v. DCC*

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

Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

7005 1820 0007 9946 2253

Domestic Return Receipt

102595-02-M-1540

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Proof of Service was served on February 21, 2006 via U.S. First Class 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.

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

Robert S. Smith,
and Peggy Smith,

CIVIL DIVISION

Plaintiffs,

VS.

DaimlerChrysler Corporation

NO.: 06-01-CD

Defendant.

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

Filed on Behalf of:
Robert S. Smith
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 No
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FEB 23 2006
LW
William A. Shaw
Prothonotary/Clerk of Courts

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

Robert S. Smith and,
Peggy Smith,

CIVIL DIVISION

Plaintiffs,

VS.

NO.: 06-01-CD

DaimlerChrysler Corporation

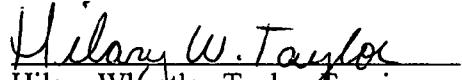
Defendant.

**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 January 4, 2006, 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.

February 17, 2006


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**ROBERT S. SMITH, and
PEGGY A. SMITH**

CIVIL DIVISION

Plaintiffs,

NO.: 2006-000001-CD

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

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

Filed on behalf of Plaintiffs:
Robert and Peggy Smith

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 St., Suite 202
Pittsburgh, PA 15219
(412) 566-1001

FILED
OCT 18
JAN 09 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**ROBERT S. SMITH, and
PEGGY A. SMITH**

Plaintiffs,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

CIVIL DIVISION

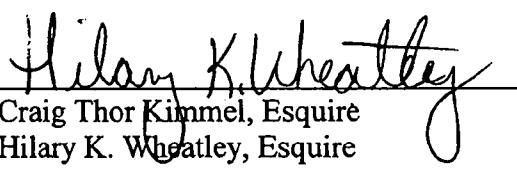
No.: 2006-000001-CD

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.

By:


Craig Thor Kimmel, Esquire
Hilary K. Wheatley, Esquire

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Robert S. Smith
Peggy A. Smith
Plaintiff(s)

Vs.
Daimlerchrysler Corporation
Defendant(s)

*

*

No. 2006-00001-CD

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

TO: Custodian of Records, C Classic Dodge
(Name of Person or Entity)

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

See subpoena attachment:

(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, Esquire
ADDRESS: 210 Grant Street, Ste. 202
Pittsburgh, PA. 15219
TELEPHONE: 412-566-1001
SUPREME COURT ID # 89893
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, January 03, 2006
Seal of the Court

Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Robert S. Smith

Peggy A. Smith

Plaintiff(s)

Vs.

Daimlerchrysler Corporation

Defendant(s)

*

*

No. 2006-00001-CD

*

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

TO: Custodian of Records, C ClassiccDodge

(Name of Person or Entity)

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

See subpoena attachment:

(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, Esquire

ADDRESS: 210 Grant Street, Ste. 202
Pittsburgh, PA. 15219

TELEPHONE: 412-566-1001

SUPREME COURT ID # 89893

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, January 03, 2006

Seal of the Court

Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT S. SMITH,
And PEGGY A. SMITH,

CIVIL DIVISION

Plaintiffs,

vs.

No. 2006-000001-CD

DAIMLERCHRYSLER
CORPORATION,

Defendant.

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

SUBPOENA ATTACHMENT

The entire sales and service file (front and back), including but not limited to any and all service appointment information and/or records whether an invoice was issued or not, any and all information and/or records or requests for service appointments, any and all records of communication within the dealership or with other authorized DaimlerChrysler repair facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2005 Jeep Truck Grand Cherokee bearing Vehicle Identification Number 1J4HR58N35C544630 registered to Robert and Peggy Smith.

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 4th day of January 2006 via U.S. First Class Mail, Certified, Return Receipt Requested (7005 1820 0007 9946 2253).

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

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 February 17, 2006 via U.S. First Class 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

ROBERT S. SMITH and PEGGY A. SMITH,

CIVIL DIVISION

Plaintiffs,

NO.: 06-01-CD

vs.

**PLAINTIFFS' ANSWER TO
NEW MATTER**

DAIMLERCHRYSLER CORPORATION.

Defendant.

Filed on behalf of Plaintiffs:
Robert and Peggy Smith

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

FILED

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1/8/30/wm

William A. Shaw
Prothonotary/Clerk of Courts

1 Casy to Atty

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

ROBERT S. SMITH and)
PEGGY A. SMITH,)
Plaintiffs,)
vs.) NO.: 06-01-CD
DAIMLERCHRYSLER CORPORATION,)
Defendant.)

**PLAINTIFFS' ANSWER TO NEW MATTER
OF DEFENDANT, DAIMLERCHRYSLER CORPORATION**

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

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

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

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

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

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

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

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

9. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are

any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

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

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

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

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

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

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

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

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

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

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

20. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are

any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

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

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

By: Hilary W. Taylor
Craig Thor Kimmel, Esq.
Hilary Wheatley Taylor, Esq.
Attorneys for Plaintiff(s)

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

VERIFICATION

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

By: Hilary W. Taylor
Craig Thor Kimmel, Esq.
Hilary Wheatley Taylor, Esq.
Attorneys for Plaintiff(s)

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

CERTIFICATE OF SERVICE

I, Hilary Wheatley Taylor, Esq., counsel for the Plaintiff, do hereby certify that on the date indicated below, I served Counsel for Defendant, DaimlerChrysler Corporation, with a true and correct copy of the Plaintiff's Answer to New Matter for the above-captioned matter by placing the same in the United States Mail, First Class, Postage Paid addressed as follows:

Heather M. Smith, Esquire
Marshall, Dennehey, Warner, Coleman & Goggin
2900 U.S. Steel Tower
600 Grant St.
Pittsburgh, PA 15219

By: Hilary W. Taylor
Craig Thor Kimmel, Esq.
Hilary Wheatley Taylor, Esq.
Attorneys for Plaintiff(s)

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

Date: 3/2/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Robert S. Smith and Peggy A. Smith

CIVIL DIVISION

Plaintiff,

NO.: 06-01-CD

vs.

**PRAECIPE TO SETTLE,
DISCONTINUE AND END**

DaimlerChrysler Corporation,

Defendant.

Filed on behalf of Plaintiff:
Robert S. Smith and Peggy A. Smith

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

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OCT 30 2006

149-001-2

William A. Shaw
Prothonotary/Clerk of Courts

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

Robert S. Smith and Peggy A. Smith)
)
 Plaintiff,)
)
 vs.) NO.: 06-01-CD
)
 DaimlerChrysler Corporation,)
)
 Defendant.)

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

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

Respectfully submitted,

Mary Wheately 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 24th day of October 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 Wheatley Taylor
Hilary Wheatley Taylor, Esquire
KIMMEL & SILVERMAN, P.C.

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

CIVIL DIVISION

**Robert S. Smith
Peggy A. Smith**

Vs. **No. 2006-00001-CD**
Daimlerchrysler 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 October 30, 2006, marked:

Settled and Discontinued

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of October A.D. 2006.

William A. Shaw, Prothonotary