

07-543-CD

Eric W. Tice vs American Isuzu

2007-543-CD

Eric Tice vs American Isuzu Motors

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

American Isuzu Motors, Inc.

NO.: 07-543-CD

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on Behalf of:
Eric W. Tice
Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

Craig Thor Kimmel, Esquire
PA ID# 57100

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.:

American Isuzu Motors, Inc.

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.:

American Isuzu Motors, Inc.

Defendant.

COMPLAINT

1. Plaintiff, Eric W. Tice, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 405 Harry Street, Houtzdale, PA 16651.
2. Defendant, American Isuzu Motors, Inc., 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 2300 Pellissier Place, Whittier, CA 90601-1587, and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. On or about June 22, 2005, Plaintiff purchased a new 2004 Isuzu Ascender, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 4NUDT13S242102040.
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 \$50,404.32. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

8. The parties' bargain includes an express 3-year / 50,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual. A true and correct copy of the warranty is attached hereto, made a part hereof, and marked Exhibit "B".

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

10. The first documented warranty repair attempt is believed to have occurred on or before September 19, 2005, when the vehicle odometer showed 6,132 miles. On that date, repair attempts were made to the vehicle for a vibration on acceleration. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

11. The second documented warranty repair attempt is believed to have occurred on or before February 09, 2006, when the vehicle odometer showed 14,547 miles. On that date, repair attempts were made to the transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

12. The third documented warranty repair attempt is believed to have occurred on or before July 26, 2006, when the vehicle odometer showed 23,560 miles. On that date, repair attempts

were made to the rotors and for a hesitation condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

13. 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 "F".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

15. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

17. Fiore Chrysler Jeep Isuzu 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.

18. On or about June 22, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

19. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

20. 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.

21. 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.

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

23. 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.

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

34. Plaintiff is a "Consumer" 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. Plaintiff has 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, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

49. Plaintiff is a "Person" 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. Plaintiff avers 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, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of the arbitration limits, together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: Hilary W. Taylor
Hilary Wheatley Taylor, Esquire
PA ID# 89893
210 Grant Street, Suite 202
Pittsburgh, PA 15219

(412) 566-1001

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

I, Eric Tice, 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 my knowledge, information and belief and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

Date:

4/1/07

Eric Tice

Eric Eric W. Tice

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Dated 06/22/2005

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>0.00</u> .
15.84 %	\$ 16272.32	\$ 16272.32	\$ 40546.32	\$ 56818.64

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	\$ 706.06	Monthly, beginning <u>07/22/2005</u>
N/A	N/A	

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

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

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

In this Contract

we are

the SELLER. EDGEE LEONARD METSUBENTI 20111 26 LOGAN AVE. P.O. BOX 1002 ALTOONA PA 16602
Name _____ Address _____ Zip Code _____

County _____

You are
the BUYER(S). ERIC W. WYCKE 400 HARRY ST HOPKINSVILLE, KY 42250

Name(s) _____

Address(es) _____

Zip Code(s) _____

County _____

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

TRADE-IN:

You have traded in 01 NISSAN XTERA 3/8 EN1ED6V71CE79996
the following vehicle:

Year and Make

Description

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

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$ 520.00	By signing, you select guaranteed auto protection <u>E. Wycke</u> Signature of Buyer

SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider, who is not the Seller named above, and agree to pay the additional charge. This section does not apply to any warranty that you may receive for which there is not separate charge.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? N/A Years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A What is your age? N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are your ages? to be insured

1. N/A

N/A %

2. N/A

N/A %

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

Signature of Buyer to be insured for Joint Credit Life Insurance

Insurer



IF YOU DO NOT MEET YOUR CONTRACTUAL OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT BOUGHT WITH THIS CONTRACT, AND MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. Disclosures have been made by Seller. S intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price (including optional service contract and/or warranties in the amount of \$ 320.00)

paid to _____

& sales tax of \$ 5.00

Cash Price \$ 320.00

Cash Downpayment \$ N/A

Trade-In Value of Trade-In \$ 14500.00

Lien Payoff to: EDGEE LEONARD METSUBENTI \$ 15750.00

Unpaid Cash Price Balance \$ 08532.00

Optional Debt Cancellation (GAP) \$ 520.00

Document Preparation Fee \$ 25.27

Paid to Others on Your Behalf

To Public Officials for: License, Tags and Registration \$ 22.50

Lien Fee \$ 5.00

Taxes Not Included in Cash Price \$ N/A

To: \$ N/A

For Messenger Service \$ 4.00

To: \$ N/A For MESSAGERY FEE

To Credit Insurance Company \$ N/A

For: \$ N/A

To: \$ N/A

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

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

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

\$	For
Amount Financed	\$ 04125.00

We may retain a portion of amounts marked

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, a reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or send payments to the address which the Assignee most recently specifies in the written notice to you.

**The Annual Percentage Rate may be negotiable with the Seller.
The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:

Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure Buyer.

Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.

This Contract continues on the reverse side.

Debt Cancellation (guaranteed auto protection) separate disclosure and agreement.

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

FILORE ISUZU MITSUBISHI

SELLER

BY:

6-17-08

Date

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER

(SEAL)

6-17-08
Date

BUYER

(SEAL)

Date

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

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

Co-Signer's Signature

(SEAL)

Address

Date

Co-Signer's Signature

(SEAL)

Address

Date

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

Co-Owner's Signature

(SEAL)

Address

Date

BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERM AND CONDITIONS.

BUYER

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

BANCONSUMER FORM PA-123DC-SLC (2/04)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL - White • DEALER COPY - Canary • BORROWER'S/CO-SIGNER'S COPY - Pink • COPY - Goldenrod

© 2004 BANCONSUMER SERVICE, INC.

Any Co-Signer must receive and read a copy of this detachable notice before becoming obligated to this Contract.

TO THE NEW ISUZU OWNER

We, American Isuzu Motors Inc. (DISTRIBUTOR), congratulate and thank you for your purchase of an ISUZU vehicle. Since your satisfaction is of primary importance to both your dealer and us, your ISUZU vehicle was designed and built to give you long service with minimum attention. Your dealer carefully inspected your vehicle before it was delivered to you.

Any ISUZU Dealer will perform needed warranty work on your ISUZU vehicle. The name, address and telephone number of ISUZU Dealers can be obtained at www.isuzu.com or by calling 1(800) 255-6727 Monday through Friday, 6:00 a.m. to 5:00 p.m. Pacific Standard Time.

In the event a warranty matter is not handled to your satisfaction, we recommend that you take the following steps:

1. Discuss the problem with the management of your ISUZU dealership.
2. Contact our National Owner Relations Department at 1-800-255-6727, or write to National Owner Relations Department, American Isuzu Motors Inc., 16323 Shoemaker Avenue, Cerritos, CA 90702-6032.

Isuzu participates in the BBB AUTOLINE, a mediation/arbitration program administered by the Council of Better Business Bureaus (4200 Wilson Blvd., Arlington, VA 22203) through local Better Business Bureaus. If your problem is still not resolved to your satisfaction, you may file a claim with the BBB AUTOLINE. To file a claim, call 1-800-955-5100. There is no charge for this call. In order to file a claim with the BBB AUTOLINE, you will need to provide the following information:

- 1) Your name and address
- 2) Vehicle identification number
- 3) Your Isuzu Dealer's name and address
- 4) Vehicle delivery date and present mileage
- 5) Description of the problem
- 6) Description of the assistance you are requesting

In case you need roadside assistance, call our toll-free number for appropriate instructions:

1 (800) 444-0303

Have your VIN ready for the operator.

State Warranty Laws ("Lemon Laws")

**IF YOUR ISUZU DEALER CANNOT REPAIR A PROBLEM
WITH YOUR NEW ISUZU DURING THE WARRANTY PERIOD,
PLEASE CONTACT US IMMEDIATELY IN WRITING.
AMERICAN ISUZU MOTORS INC. 16323 SHOEMAKER,
CERRITOS, CA 90702-6007 ATTENTION: NATIONAL
OWNER RELATIONS DEPARTMENT.**

To enable American Isuzu Motors Inc. to address any problems which you may be experiencing with your Isuzu, and to the extent permitted by your state law, American Isuzu Motors Inc. requires that you first notify us of any nonconformity in your Isuzu which you believe requires repair. Please provide this notification, in writing, directly to American Isuzu Motors Inc. at the address listed above.

Many state laws permit a new automobile owner to obtain a replacement automobile or a refund of the purchase price if the vehicle cannot be repaired to conform to applicable written warranties. Your rights under these laws vary from state to state.

You should be aware that your failure to notify American Isuzu Motors Inc. of a problem you may be experiencing with respect to your Isuzu may adversely affect your rights under some of these state laws.

Limited Warranty on New 2004 Isuzu Vehicles

Except as otherwise indicated, the Isuzu New Vehicle Limited Warranty extends to the original retail purchaser/lessee and all subsequent owners/lessees of the vehicle, when registered and normally operated in the United States (excluding its territories and possessions), during the warranty period.

What is Covered

- A. This warranty covers repairs needed to correct defects in materials or workmanship of your vehicle supplied by American Isuzu Motors Inc. ("Distributor"), subject to the exceptions listed under "What is Not Covered" on pages 4-5.
- B. Except as otherwise indicated, this warranty covers your ISUZU vehicle for 3 years or 50,000 miles, whichever occurs first, from the date of delivery of the vehicle to the original retail purchaser/lessee, or the date the vehicle is first put in use, whichever is earlier.
- C. Any ISUZU Dealer in the United States will make any repairs and adjustments, using new or remanufactured parts, to correct defects covered by this warranty.
- D. The air conditioning system installed in your ISUZU vehicle as original equipment by the Distributor or by the vehicle manufacturer is covered by this warranty for 3 years or 50,000 miles, whichever occurs first, from the date of delivery of the vehicle to the original retail purchaser/lessee, or the date the vehicle is first put in use, whichever is earlier.
- E. Warranty repairs (parts and labor) will be made at no charge. A reasonable time must be allowed after taking the vehicle to the dealer for repairs or adjustments.
- F. Adjustment and maintenance items are not covered by this warranty and are the sole responsibility of the vehicle owner. Repairs needed due to lack of, or improper maintenance, are not covered by this warranty.

G. Each new 2004 Isuzu vehicle registered and operated in the United States, excluding its territories and possessions is covered by the Isuzu Roadside Assistance Program (This coverage is not applicable to fleet vehicles registered by corporations, partnerships or other entities, or vehicles used for commercial purposes). Roadside Assistance coverage for the Initial Owner/Lessee is 7 years or 75,000 miles from the date of delivery of the vehicle to the original retail purchaser/lessee, or the date the vehicle was put into use, whichever is earlier*.

Roadside Assistance for Subsequent Owners/Lessees is 5 years or 60,000 miles from the date of delivery of the vehicle to the original retail purchaser/lessee, or the date the vehicle was put into use, whichever is earlier.

This coverage will include the following:

- Towing (excluding accident-related incidents)
- Flat Tires
- Running out of fuel
- Dead Battery
- Vehicle Lockout

Isuzu customers can obtain roadside assistance by calling the toll-free 800 number (1-800-444-0303) which is available 24 hours a day.

Hearing impaired customers with access to a TDD terminal may call 1(800) 399-9035.

Have your VIN ready for the operator.

* This 7 year or 75,000 mile coverage extends only to the original retail purchaser/lessee and their immediate family (immediate family is defined as the original retail purchasers/lessee's spouse, sons and daughters). This coverage is not transferable to any subsequent owner other than immediate family.

ANY IMPLIED WARRANTIES APPLICABLE TO ISUZU VEHICLES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. [See Additional Information on Page 5)

What is Not Covered

- A. Tires are separately warranted by the tire manufacturers. See the Tire Warranty Booklet included in the envelope of materials placed in the glove box of your vehicle for details.
- B. After 12 months or 12,000 miles, whichever occurs first, from the date of delivery to the original retail purchaser, or the date the vehicle is first put into use, whichever is earlier, original equipment battery and seat upholstery are not covered.
- C. After the first 12 months, regardless of mileage, air conditioner refrigerant charge is not covered, unless done as a part of the warranty repair.
- D. Defects, malfunctions or failures resulting from misuse (e.g., overloading or racing), negligence, modification, alteration, tampering, disconnection, improper adjustments or repairs unless they were done by an authorized ISUZU Dealer during warranty repair work, accidents, installation of parts not equivalent in quality and design to parts supplied by Distributor, add-on or modified parts or use of fuels, oils and/or lubricants other than those recommended in the Owner's Manual.

Also, failure due to improper maintenance or lack of required maintenance which was the direct cause of the part failure is not covered.

- E. Damage to an ISUZU part or accessory caused by a nongenuine or unauthorized part or component.
- F. Defects, malfunctions or failures caused by parts or accessories not marketed by American Isuzu Motors Inc.
- G. Normal noise, vibration, wear, tear or deterioration such as discoloration, fading or deformation is not covered.
- H. Items that require scheduled replacement after the replacement interval specified in your Maintenance Schedule List.
- I. Service adjustment - minor repairs not usually associated with the replacement of parts - are not covered after the first 12 months or 12,000 miles, whichever occurs first.

This includes, but is not limited to the following:

- wheel alignment
- tire balancing
- door and window adjustment
- belt adjustment

- J. Surface corrosion on other than body panels caused from defective materials or workmanship is not covered after 12 months or 12,000 miles, whichever occurs first.

K. Cleaning and polishing, replacement of filters, spark plugs except as required by state of California law, and worn brake and clutch pads/discs and normal maintenance services required by all vehicles. See the Maintenance Schedule section in the Owner's Manual included in the envelope of materials placed in the glove box of your vehicle for full details.

NOTE: Maintenance is an owner expense. Such maintenance is:

- tire rotation
- engine tune-up
- windshield wiper blade replacement
- brake linings (pads) and clutch linings
- lubrication and filters

L. Inconvenience, expenses or commercial losses resulting from loss of the use of the vehicle (including, but not limited to, lodging bills, car rentals, other travel costs, loss of pay or other incidental or consequential damages). [See "Additional Information" below.]

M. "Environmental damages" resulting from airborne "fallout" (e.g., chemicals, tree sap, etc.), salt, hail, windstorms, lightning, or other damage (flooding, fire, etc.).

N. Any vehicle on which the odometer mileage has been altered. After a speedometer has been repaired or replaced, the Speedometer Replacement Record on the inside front page of this booklet must be completed. Also, a speedometer sticker (available from your ISUZU Dealer) must be completed and placed on the doorjam on the driver side.

O. Salvage Title - the new vehicle limited warranty does not apply to any vehicle and is rendered void if the vehicle is or has ever been issued a "salvage" or similar title under any state's laws; or has ever been classified as a "total loss" or equivalent by any insurance company such as a cash payment in lieu of repairs because of a determination that the cost of repairs exceeds the actual cash value of the vehicle.

P. Other covered items, all other items, labor or systems covered by a separate warranty set forth in this warranty booklet.

Additional Information

A. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

B. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

C. NO ONE IS AUTHORIZED TO CREATE ANY OBLIGATION OR LIABILITY IN CONNECTION WITH ISUZU VEHICLES OTHER THAN THAT WHICH IS STATED IN THE WARRANTY STATEMENTS INCLUDED IN THIS BOOKLET.

Owner's Responsibilities

- A. As an owner of an ISUZU vehicle, you are responsible for taking your ISUZU vehicle to an Isuzu Dealer to obtain warranty service.
- B. You are responsible for the proper operation, maintenance and care of your ISUZU vehicle in accordance with the instructions found in the Owner's Manual and Maintenance Schedule section in the Owner's Manual included in the envelope of materials placed in the glove box of your vehicle.
- C. You are responsible for keeping maintenance records since, in some instances, it may be necessary for you to show that required maintenance has been performed on your vehicle.

Things You Should Know

General

- A. Pursuant to this warranty, it is the Distributor's intent to repair, without charge, anything that goes wrong with your ISUZU vehicle during the warranty period that is caused by a defect in materials or workmanship. This includes replacing expendable items (e.g. oils, coolant, refrigerant, etc.), if necessary, when making these repairs.

- B. Note the distinction between the terms "defect" and "damage" as used in this warranty. "Defects" are covered because the Distributor is responsible for faulty materials or workmanship on your ISUZU vehicle. On the other hand, since the Distributor has no control over "damages" caused by, for example, collision, misuse or lack of maintenance

which occur after your ISUZU vehicle is delivered to you, these damages are not covered by this warranty.

- C. Normal maintenance is excluded from coverage under this warranty because it is your responsibility to maintain your ISUZU vehicle in accordance with the Maintenance Schedule section in the Owner's Manual included in the envelope of materials placed in the glove box of your vehicle.

Sheet Metal, Paint and Other Appearance Items

Sheet metal, paint or other appearance defects in your ISUZU vehicle at the time it is delivered to you are covered by this warranty. However, for your protection, if you do find any such defects, advise your ISUZU Dealer immediately, since normal deterioration of your vehicle's appearance due to its use and exposure to the elements is not covered by this warranty.

Warranty Repair Order

For your records, the servicing ISUZU Dealer will provide you a copy of a "Warranty Repair Order" listing all warranty repairs performed on your ISUZU vehicle.

Production Changes

The Manufacturer, Distributor and ISUZU Dealers reserve the right to make changes in vehicles built and/or sold by them at any time without incurring any obligation to make the same or similar changes on vehicles previously built and/or sold by them.

**Powertrain Limited Warranty on New 2004
Isuzu Vehicles**

**Primary Powertrain Limited Warranty on 2004 Isuzu
Vehicles**

**Except as otherwise indicated, the Isuzu Powertrain Limited
Warranty extends to the owner/lessee of the vehicle, when
registered and normally operated in the United States
(excluding its territories and possessions), during the
warranty period as detailed below.**

The Primary Powertrain Limited Warranty covers repairs needed
to correct defects in materials or workmanship in any of the
powertrain components listed in the "Powertrain Limited
Warranty Chart" on page 8 (subject to the exceptions listed under
"What is Not Covered" on pages 4-5). The Primary Powertrain
Limited Warranty is 5 Years or 60,000 Miles, whichever occurs
first, from the date of delivery of the vehicle to the original
owner/lessee, or the date the vehicle is first put in use, whichever
is earlier.

**Upon expiration of the Primary Powertrain Limited
Warranty, a Subsequent Powertrain Limited Warranty
coverage for the Initial Owner/Lessee only is in effect. This**

additional coverage is only for selected components listed and
shaded in black in the column entitled "7 Years/75,000 Miles
(Subsequent)" in the "Powertrain Limited Warranty Chart" on
page 8 (subject to the additional exceptions listed under "What is
Not Covered" on pages 4-5). The selected components will be
covered for a period of 7 years or 75,000 miles, whichever occurs
first from the date of delivery of the vehicle to the original
owner/lessee, or the date the vehicle is first put in use, whichever
is earlier. There is a \$100 deductible for each covered repair
under this "Subsequent Powertrain Limited Warranty" coverage.
This additional coverage extends only to the original retail
purchaser/lessee and their immediate family*. This additional
coverage is not transferable to any subsequent owner/lessee
other than immediate family. Proof of original ownership must be
provided to the Isuzu dealer's Service Department before the
start of a covered repair. (This coverage is not applicable to fleet
vehicles, registered by corporations, partnerships or other
entities, or vehicles used for commercial purposes).

* *Immediate family is defined as the original retail Owner/lessee's
spouse, sons, and daughters.*

(See Powertrain Limited Warranty Chart on page 8)

POWERTRAIN LIMITED WARRANTY CHART		
	5 YEARS/60,000 MILES (Primary)	7 YEARS/75,000 MILES (Subsequent)*
ENGINE		
Cylinder Head, Block & all Internal Parts		
Engine Mounts		
Flywheel		
Oil Pan		
Oil Pump & Cooler		
Seals & Gaskets		
Timing Gears, Chain or Belts** & Cover		
Valve Cover		
Valve Train		
Water Pump		
Fuel Pump		
Gasoline Fuel Injection Equipment		
TRANSMISSION		
Case and all Internal Parts		
Seals & Gaskets		
Torque Converter		
Transmission Mounts		
SUSPENSION & AXLE		
Front Upper & Lower Control Arms		
Knuckle Spindles, Hub & Hub Bearings		
Ball Joints		
Stabilizer Bars		
Torsion Bars		
Propeller Shaft		
Front / Rear Differential & Internal Parts		
Axle Shafts & Constant Velocity Joints		
Seals & Gaskets		
STEERING		
Power Steering Pump, Hydraulic Cylinder & Hoses		
Seals & Gaskets		
Steering Column Assembly		
Steering Gear Housing & Internal Parts		

*The items not shaded in black are not covered under the 7 years/75,000 miles Powertrain Limited Warranty. There is a \$100.00 deductible for each covered repair under the 7 years/75,000 miles Powertrain Limited Warranty, after the expiration of the Primary Powertrain Limited Warranty.

**(Refer to Maintenance Schedule in the Owner's Manual for required timing belt maintenance.)
Note: Indicates items covered.

Limited Warranty Covering Perforation from Corrosion For New 2004 Isuzu Vehicles

The Isuzu Limited Warranty Covering Perforation from Corrosion is extended to the first owner and all subsequent owners of the vehicle during the warranty period.

What is Covered

A. Distributor warrants all body sheet metal panels of each new 2004 ISUZU vehicle registered and normally operated in the United States (excluding its territories and possessions) against perforation or "rust-through" due to corrosion during the period of this warranty.

B. Any ISUZU Dealer in the United States will repair without charge, any such panel that has developed perforation or "rust-through" due to corrosion.

C. This warranty covers your ISUZU vehicle for 6 years or 100,000 miles, whichever occurs first from the date of delivery of the vehicle to the original retail purchaser, or the date the vehicle is first put in use, whichever is earlier.

What is Not Covered

A. Corrosion due to accidents, damage, misuse or alteration of your ISUZU vehicle.

B. Corrosion other than perforation or "rust-through" is not covered beyond the term of the 12 months/12,000 miles.

- C. Non-Isuzu sheet metal parts and damage caused by installation of such parts are not covered.
- D. Other provisions set forth under the "What is Not Covered" and "Additional Information" sections of the Isuzu New Vehicle Limited Warranty are also applicable to this warranty.

Owner's Responsibilities

As an owner of an ISUZU vehicle, your responsibilities pursuant to this warranty are the same as those set forth in the "Owner's Responsibilities" section of the Isuzu New Vehicle Limited Warranty.

Things You Should Know

Perforation

This limited warranty covers perforation or "rust-through" caused by corrosion only. Perforation is a "rust-through" condition such as an actual hole in a sheet metal panel of the vehicle. Cosmetic or surface corrosion, such as that caused by stone chips or scratches in the paint, would not be covered by this warranty.

Warranty Covering Federal Emission Control Systems for New 2004 Isuzu Vehicles

Warranty Period

Both the Emission Defect Warranty described below and the Emission Performance Warranty described on page 12 begin on the date the vehicle is first delivered or put into use and continue for a period of 2 years or 24,000 miles, whichever occurs first. If a catalytic converter or an electronic emissions control unit or an on-board emissions diagnostic device is found to be defective under either of these warranties, those parts are warranted for 8 years or 80,000 miles, whichever occurs first.

Emission-Related System Defect Warranties

A. American Isuzu Motors Inc. (AMI) warrants to the first owner and subsequent owner of a 2004 Isuzu vehicle that:

- the vehicle was designed, built and equipped to conform, at the time of sale to the first owner, with the applicable regulations of the Federal Environmental Protection Agency (EPA) and
- is free from defects in material and workmanship which would cause the vehicle to fail to conform to those regulations during the warranty period.

B. Emission-related defects in the genuine ISUZU components listed on pages 12 - 16 including related diagnostic costs, parts, and labor are covered by this warranty.

UNIT# 14322

42102040

64953

ERIC W TICE
405 HARRY STREET
HOOTZDALE, PA 16651
HOME: 814-348-5767 BUS:

INVOICE

DUPLICATE 1
PAGE 1

Piore
MITSUBISHI • ISUZU

P.O. Box 1033 Rte. 36 Logan Blvd.
ALTOONA, PA 16603
Phone (814) 944-2525

SERVICE ADVISOR: 68 JEANNE M LONG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	04	ISUZU ASCENDER	4NUDT13S242102040		6132/6132	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
27JUN05 IS			17:00 19SEP05			WAR
R.O. OPENED	READY		OPTIONS: STK:14322 DLR:36024			19SEP05
19SEP05	19SEP05					

LINE OP CODE TECH TYPE HOURS

A CUST. STATES THAT THERE IS A VIBRATION, AND NOISE ON ACCELERATION
FROM STOPS MORE

SU NOISE COMING FROM PROP ROD HIT FAN SHROUD,
REPOSITION AND TIGHTENED ROD, LABOR OP
11B1600, TIME .2, TC-36

603 WILLIAM COSTANZA LIC#: 12992693
WI40 0.20

3KS CHANGE OIL, FILTER, LUBRICATE CHASSIS, INSPECT
ALL BELTS, HOSE'S. INSPECT TIRES FOR WEAR AND
INFLATION AND CHECK ALL LIGHTS. (INC. 5QT'S
OF PENN)

(N/C)

602 WILLIAM COSTANZA LIC#: 12992693

CIC 0.50

1 PZ28 FILTER;OIL	4.00	7.50	7.50
5 OIL QUARTS	2.35	2.35	11.75
1 REFILL SOLVENT	0.95	0.95	0.95

PARTS: 16.70 LABOR: 7.50 OTHER: 0.00 TOTAL LINE A: 24.20

ENVIRONMENTAL RECYCLING

2.50

- * Hot Coffee in Lobby
- * Early Bird Drop Off
- * Courtesy Shuttle Service

Service Hours

Mon - Fri
8:00 am to 5:00 pm

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	7.50
PARTS AMOUNT	16.70
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.50
TOTAL CHARGES	26.70
LESS INSURANCE	0.00
SALES TAX	1.60
PLEASE PAY THIS AMOUNT	28.30



THANK YOU!



History Report for Vehicle: 42102040

Customer#: 42102040
 Customer Name: TICE,ERIC W

RD Number: 64953

Open Date: 09/19/05 Mileage: 6132 Service Logan: FP-S
 Close Date: 09/20/05 SA Number: 68 Cashier: crs

Line Code: A Comeback: N Booker ID: 68
 Complaint: SU CUST. STATES THAT THERE IS A VIBRATION, AND NOISE ON ACCELERATION FROM STOPS MORE

Labor Type: WI40 Technician Number: 603
 Op Code: SU Comeback RD Number:
 Description: NOISE COMING FROM PROP ROD HIT FAN SHROUD, REPOSITION AND TIGHTENED ROD, LABOR OP 11B1600, TIME
 Labor\$: 13.40
 Parts\$: 0.00
 Miscellaneous\$: 0.00

2 TC-36

Labor Type: CIC Technician Number: 602
 Op Code: 3KS Comeback RD Number:

Description: CHANGE OIL, FILTER, LUBRICATE CHASSIS, INSPECT ALL BELTS, HOSE'S, INSPECT TIRES FOR WEAR AND INFLATI
 ALL LIGHTS, (INC. 50T'S OF PENN)

Labor\$: 7.50
 Parts\$: 16.70
 Miscellaneous\$: 0.00

and check

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Customer#: 42102040
Customer Name: TICE,ERIC W

RD Number: 67785

Open Date: 02/09/06 Mileage: 14547 Service Logon: FP-S
Close Date: 02/10/06 SA Number: 36 Cashier: crs

Line Code: A Comeback: N Booker ID: 36

Complaint: 3K CHANGE OIL(5QT), FILTER, INSPECT & FILL ALL FLUID LEVELS, INSPECT ALL BELTS & HOSES, COMPLETE LUBRICATION, VISUAL Y INSPECT ALL TIRES FOR WEAR AND PROPER INFLATION.

Labor Type: CIC Technician Number: 902

Op Code: 3K Comeback RD Number:

Description: CHANGE OIL(5QT), FILTER, INSPECT & FILL ALL FLUID LEVELS, INSPECT ALL BELTS & HOSES, COMPLETE LUBRICATION, VISUAL Y INSPECT ALL TIRES FOR WEAR AND PROPER INFLATION.

Labor\$: 12.92

Visual

Parts\$: 19.30

Miscellaneous\$: 0.00

Line Code: B Comeback: N Booker ID: 36

Complaint: TRAN WILL NOT GO INTO 4WHEEL DRIVE

Labor Type: CJA Technician Number: 36

Op Code: TRAN Comeback RD Number:

Description: WORKING AS DESIGNED AT THIS TIME AS PER MANUFACTURES SPECIFICATIONS

Labor\$: 0.00

Parts\$: 0.00

Miscellaneous\$: 0.00

PLAINTIFF'S
EXHIBIT

D

History Report for Vehicle: 42102040

Customer#: 42102040
 Customer Name: TICE,ERIC W

RO Number: 71414

Open Date: 07/26/06 Mileage: 23560 Service Logon: FP-S
 Close Date: 07/27/06 SA Number: 6 Cashier: crs

Line Code: A Comeback: N Booker ID: 6

Complaint: 3KS CHANGE OIL, FILTER, LUBRICATE CHASSIS, INSPECT ALL BELTS, HOSE'S. INSPECT TIRES FOR WEAR AND IN CHECK ALL LIGHTS. (INC. 5QT'S OF PENNZOIL OIL & A PENNZOIL FILTER)

Labor Type: CIC Technician Number: 202
 Op Code: 3KS Comeback RO Number:

Description: CHANGE OIL, FILTER, LUBRICATE CHASSIS, INSPECT ALL BELTS, HOSE'S. INSPECT TIRES FOR WEAR AND IN ALL LIGHTS. (INC. 5QT'S OF PENNZOIL OIL & A PENNZOIL FILTER)

Labor\$: 8.50

Parts\$: 19.47

Miscellaneous\$: 0.00

and inflation
and

and inflation and
check

Line Code: B Comeback: N Booker ID: 6

Complaint: BI BRAKE INSPECTION. INCLUDES, CHECK BRAKE LINES AND HOSES. INSPECT DISC BRAKE PADS OR BRAKE LININGS. CHECK MASTER CYLINDER AND FLUID LEVELS.

Labor Type: CIB Technician Number: 203
 Op Code: BR Comeback RO Number:

Description: CHECKED FOR BRAKE PULSATION. MACHINED ALL FOUR ROTORS FOR BEING WARPED PADS ALL ARE 6/32

Labor\$: 127.80

Parts\$: 0.00

Miscellaneous\$: 0.00

Shoes and

Line Code: C Comeback: N Booker ID: 6

Complaint: EN "CUSTOMER STATES THAT CAR FEELS LIKE IT WANTS TO STALL AND SHUT OFF. ONCE

Labor Type: WI40 Technician Number: 204

Op Code: EM Comeback RO Number:

Description: REFLASHED PCM AS PER UPDATE FOR THIS PROBLEM LOP 03J6354D REPROGRAM PAY .70 TC 33 HESITATIC

Labor\$: 46.90

Parts\$: 0.00

Miscellaneous\$: 0.00

hesitation/surges

PLAINTIFF'S
EXHIBIT

E

01/08/07 04:28PM

FIORE PONTIAC GMC MITSUBISHI ISUZU

History Report for Vehicle: 42102040

Customer#: 42102040
 Customer Name: TICE,ERIC W

RD Number: 71513

Open Date: 08/01/06 Mileage: 23870 Service Logon: FP-S
 Close Date: 09/14/06 SA Number: 57 Cashier: crs

Line Code: A Comeback: N Booker ID: 68

Complaint: BR CUST. STATES THAT AT TIMES THERE IS A GRINDING NOISE WHEN SITTING IN PARK PUT INTO REVERSE OR DRIVE

Labor Type: WI40 Technician Number: 204

Op Code: BR Comeback RD Number:

Description: REMOVED AND REPLACED TRANSFER CASE RANGE SLEC. AS PER TECH ASSIST, ENCODER IN ALL WHEEL DRIVE AND SWITC

2W, TIME 1.6, TC-29

Labor\$: 107.20

Parts\$: 103.22

Miscellaneous\$: 0.00

Switch in

Labor Type: WI40 Technician Number: 204

Op Code: EL Comeback RD Number: 71873

Description: REPROGRAMED FOR AND LIGHT ON, LABOR OF 05K5360, TIME .7, TC-29

Labor\$: 46.90

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: WI40 Technician Number: X4

Op Code: HIS Comeback RD Number:

Description: EXTRA TIME SPENT DIAGNOSING CONCERN WITH VEH

Labor\$: 113.90

Parts\$: 0.00

Miscellaneous\$: 0.00

PLAINTIFF'S
EXHIBIT

F

History Report for Vehicle: 42102040

Customer#: 42102040
Customer Name: TICE,ERIC W

2 RD Number: 71873

4 Open Date: 08/17/06 Mileage: 24056 Service Logon: FP-S
5 Close Date: 08/31/06 SA Number: 57 Cashier: crs

7 Line Code: A Comeback: N Booker ID: 68
8 Complaint: EL CUSTOMER STATES CHECK ENGINE LIGHT ON

10 Labor Type: WI40 Technician Number: 904
11 Op Code: EL Comeback RD Number:
12 Description: CODE P0130, #1 O2 SENSOR, REPLACED, LABOR OP 03J63720, TIME .5, TC44
13 Labor\$: 33.50
14 Parts\$: 41.22
15 Miscellaneous\$: 0.00

17 Labor Type: WI40 Technician Number: 904
18 Op Code: EL Comeback RD Number:
19 Description: PERFORMED REPROGRAM, LABOR OP 05K5364D, TIME .7, TC-26
20 Labor\$: 46.90
21 Parts\$: 0.00
22 Miscellaneous\$: 0.00

42102040

74684

UNIT# 14322

ERIC W TICE
405 HARRY STREET
HOOTZDALE, PA 16651
HOME: 814-378-5767 BUS:

INVOICE

PAGE 1



CHRYSLER - Jeep
ISUZU - MITSUBISHI
ISUZU COMMERCIAL

P.O. Box 1033 · RTE 36 · Logan Blvd.
Phone (814) 944-2525 · (814) 943-6167
ALTOONA, PA 16603

SERVICE ADVISOR: 68 JEANNE M LONG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/GUT	TAG
WHITE	04	ISUZU ASCENDER	4NUDT13S242102040		32009/32011	
DEL DATE	PROD DATE	WAHR EXP	PROMISED	PO NO.	RATE	PAYMENT
22JUN05 IS			17:00 27DEC06			WAR
P.O. OPENED	READY		OPTIONS: STK:14322 DLR:36024			05JAN07
16:55 27DEC06	16:59 05JAN07					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

MIS COURTESY TRANSPORTATION
68 WI40 0.00 (N/C)

Customer#: 42102040
Customer Name: TICE, ERIC W

RD Number: 64022

Open Date: 06/17/05 Mileage: 6 Service Logon: FP-S
Close Date: 06/20/05 SA Number: 68 Cashier: crs

Line Code: A Comeback: N Booker ID: 68
Complaint: SI PENNSYLVANIA STATE INSPECTION

Labor Type: IIND Technician Number: 603
Op Code: SI Comeback RD Number:
Description: PERFORMED INSPECTION, RBAKES LF-10B, RR-10B, TIRES 10/32 ALL
Labor\$: 15.00
Parts\$: 0.00
Miscellaneous\$: 0.00

Line Code: B Comeback: N Booker ID: 68
Complaint: NCEMI NEW CAR DEPARTMENT EMISSIONS

Labor Type: IIND Technician Number: 603
Op Code: NCEMI Comeback RD Number:
Description: NEW CAR DEPARTMENT EMISSIONS
Labor\$: 14.95
Parts\$: 0.00
Miscellaneous\$: 0.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

NO.: 07-543-CD

vs.

American Isuzu Motors, Inc.,

Defendant.

PROOF OF SERVICE

Filed on behalf of Plaintiff:
Eric W. Tice

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor 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

FILED

APR 23 2007
11/8/2007
William A. Shaw
Prothonotary/Clerk of Courts
GP
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

v.

No.: 07-543-CD

American Isuzu Motors, Inc.,

Defendant.

PROOF OF SERVICE

TO THE PROTHONOTARY:

Service of the complaint regarding the above captioned matter was made to American Isuzu Motors, Inc., c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103, on April 10, 2007, via U.S. First Class Mail, Certified /Return Receipt Requested. A representative of Defendant signed the return receipt on April 16, 2007, a copy of which is attached.

KIMMEL & SILVERMAN, P.C.

Hilary W. Taylor

Craig Thor Kimmel, Esquire
Hilary Wheatley Taylor, Esquire

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

American Isuzu Motors, Inc.
c/o CT Corporation
1515 Market Street
Philadelphia, PA 19103

TICE

**2. Article Number
(Transfer from service label)**

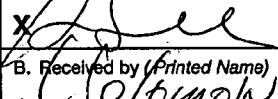
7005 3110 0000 6845 8752

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY**A. Signature**


John B. Nowak

Agent

Addressee

B. Received by (Printed Name)

4/16/07

C. Date of Delivery

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

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

CERTIFICATE OF SERVICE

I, Hilary Wheatley Taylor, Esquire, counsel for Plaintiff, hereby certify that, on the 19th day of April, 2007, I served a true and correct copy of the preceding Proof of Service on defendant, by first class mail, postage prepaid, addressed as follows:

American Isuzu Motors, Inc.
c/o CT Corporation
1515 Market Street
Philadelphia, PA 19103

Hilary W. Taylor

Hilary Wheatley Taylor, Esq.
Counsel for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.: 07-543-CD

American Isuzu Motors, Inc.,

Defendant.

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

Filed on Behalf of:
Eric W. Tice
Plaintiff

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

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.: 07-543-CD

American Isuzu Motors, Inc.,

Defendant.

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

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

Date: 4/23/07

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

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Eric W. Tice

Plaintiff(s)

Vs.

American Isuzu Motors, Inc.

Defendant(s)

*

*

No. 2007-00543-CD

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

TO: Fire Mitsubishi - Isuzu,
(Name of Person or Entity)

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

SEE SUBPOENA ATTACHMENT

Kimmel & Silverman, P.C., 210 Grant Str., Ste 202, Pgh pa 15219
(Address)

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

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

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

NAME: Hilary Wheatley Taylor, Esquire

ADDRESS: 210 Grant St., Suite 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: Monday, April 09, 2007

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

ERIC W. TICE,

CIVIL DIVISION

Plaintiff,

No.: 07-543 CD

v.

AMERICAN ISUZU MOTORS, INC.

Defendant.

PRAECIPE FOR APPEARANCE

Filed on behalf of Defendant, Isuzu Motors America, Inc., incorrectly identified as American Isuzu Motors, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957

James F. Marrion, Esquire
Pa. I.D. #85181

David W. Turner, Esquire
Pa. I.D. #200199

PIETRAGALLO, BOSICK & GORDON
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

FILED
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APR 30 2007
NOCC
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

ERIC W. TICE,)
Plaintiff,)
v.) No.: 07-543 CD
AMERICAN ISUZU MOTORS, INC.,)
Defendant.)

PRAECIPE FOR APPEARANCE

You are hereby directed to enter the appearance of Pietragallo, Bosick & Gordon, LLP on behalf of Defendant, Isuzu Motors America, Inc., incorrectly identified as American Isuzu Motors, Inc. in the above-captioned case.

JURY TRIAL DEMANDED

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON

By: 

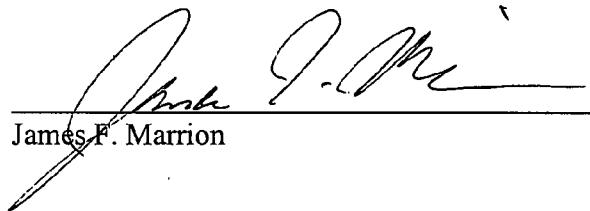
Clem C. Frischler, Esquire
James F. Marion, Esquire
David W. Turner, Esquire
The Thirty-Eighth Floor
One Oxford Center
Pittsburgh, PA 15219
(412) 263-2000

Attorneys for Defendant, Isuzu Motors America, Inc., incorrectly identified as American Isuzu Motors, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **PRAECIPE FOR APPEARANCE** has been served upon all parties listed below, via first-class mail, postage prepaid, on April 27, 2007:

Hilary Wheatley Taylor, Esquire
Kimmel & Silverman, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219
Counsel for Plaintiff



James F. Marrion

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERIC W. TICE,

Plaintiff,

v.

AMERICAN ISUZU MOTORS, INC.

Defendant.

CIVIL DIVISION

No.: 07-543 CD

ANSWER AND NEW MATTER

Filed on behalf of Defendant, Isuzu Motors America, Inc., incorrectly identified as American Isuzu Motors, Inc.

Counsel of Record for this Party:

Clem C. Trischler, Esquire
Pa. I.D. #52957

James F. Marrion, Esquire
Pa. I.D. #85181

David W. Turner, Esquire
Pa. I.D. #200199

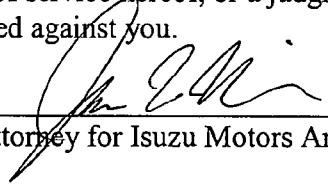
PIETRAGALLO BOSICK & GORDON, LLP
Firm #834

The Thirty-Eighth Floor
One Oxford Centre
Pittsburgh, PA 15219

(412) 263-2000

To: Plaintiff

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

By: 

Attorney for Isuzu Motors America, Inc.

FILED
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JUN 11 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

ERIC W. TICE,)
Plaintiff,)
v.) No.: 07-543 CD
AMERICAN ISUZU MOTORS, INC.,)
Defendant.)

ANSWER AND NEW MATTER

AND NOW, comes the defendant, Isuzu Motors America, Inc. ("ISZA"), incorrectly identified as American Isuzu Motors, Inc., through its counsel, Pietragallo Bosick & Gordon LLP, and files the following Answer and New Matter. ISZA denies any and all liability to plaintiffs and demands the entry of judgment in its favor and against plaintiff, Eric W. Tice. By way of specific response to each and every averment of the Complaint, ISZA submits the following:

1. Paragraph 1 of plaintiff's Complaint is denied. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments set forth in Paragraph 1; therefore, the same are denied.

2. Paragraph 2 of plaintiff's Complaint is admitted in part and denied in part. It is admitted that ISZA conducts business in the Commonwealth of Pennsylvania. It is denied that the address identified in Paragraph 2 of plaintiff's Complaint is the correct address for ISZA's principle place of business, with the correct address being 13340 183rd Street, Cerritos, CA 90703.

3. Paragraph 3 of plaintiff's Complaint is denied as stated. Specifically, it is denied that this defendant manufactured the subject vehicle bearing vehicle identification number

4NUDT13S242102040. It is admitted, however, that this defendant distributed for sale a new 2004 Isuzu Ascender bearing vehicle identification number 4NUDT13S242102040, and that at the time of the original sale, this vehicle was covered by a new limited express written warranty, the terms of which are set forth in writing.

4. Paragraph 4 of plaintiff's Complaint is denied. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments set forth in Paragraph 4; therefore, the same are denied.

5. Paragraph 5 of plaintiff's Complaint is denied. After reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments set forth in Paragraph 5; therefore, the same are denied. By way of further response, Paragraph 5 of plaintiff's Complaint refers to a writing, the substance and language of which speaks for itself. To the extent Paragraph 5 of plaintiff's Complaint misrepresents the substance or language of the writing referred to therein, the averments contained in said paragraph are denied.

6. Paragraph 6 of plaintiff's Complaint is denied. The averments of Paragraph 6 reference written warranties. A written limited express warranty was issued by ISZA to plaintiff, the precise terms of which are contained in such writing. It is denied that the averments of Paragraph 6 contain complete and accurate statements of such warranty.

7. Paragraph 7 of plaintiff's Complaint is denied. The averments of Paragraph 7 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of this paragraph are denied.

8. Paragraph 8 of plaintiff's Complaint is denied. The averments of Paragraph 8 reference written warranties. A limited express written warranty was issued by ISZA to plaintiff,

the precise terms of which are contained in such writing. It is denied that the averments of Paragraph 8 contain complete and accurate statements of such warranty.

9. Paragraph 9 of plaintiff's Complaint is denied.

10. Defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 10 of plaintiff's Complaint; therefore, the same are denied. By way of further response, Paragraph 10 of plaintiff's Complaint refers to a writing, the substance and language of which speaks for itself. To the extent Paragraph 10 of plaintiff's Complaint misrepresents the substance or language of the writing referred to therein, the averments contained in said paragraph are denied.

11. Defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 11 of plaintiff's Complaint; therefore, the same are denied. By way of further response, Paragraph 11 of plaintiff's Complaint refers to a writing, the substance and language of which speaks for itself. To the extent Paragraph 11 of plaintiff's Complaint misrepresents the substance or language of the writing referred to therein, the averments contained in said paragraph are denied.

12. Defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 12 of plaintiff's Complaint; therefore, the same are denied. By way of further response, Paragraph 12 of plaintiff's Complaint refers to a writing, the substance and language of which speaks for itself. To the extent Paragraph 12 of plaintiff's Complaint misrepresents the substance or language of the writing referred to therein, the averments contained in said paragraph are denied.

13. Paragraph 13 of plaintiff's Complaint is denied. The averments of Paragraph 13 state conclusions of law to which no responsive pleading is required. To the extent a response

may be required, defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 13 of plaintiff's Complaint; therefore, the same are denied. By way of further response, Paragraph 13 of plaintiff's Complaint refers to a writing, the substance and language of which speaks for itself. To the extent Paragraph 13 of plaintiff's Complaint misrepresents the substance or language of the writing referred to therein, the averments contained in said paragraph are denied.

COUNT I

PENNSYLVANIA AUTOMOTIVE LEMON LAW

14. The defendant incorporates by reference its answers to Paragraphs 1 through 13 of the Complaint as if set forth more fully herein.

15. Paragraph 15 of plaintiff's Complaint is denied. The averments of Paragraph 15 contain conclusions of law to which no response is required. To the extent a response is required, the averments of Paragraph 15 are denied.

16. Paragraph 16 of plaintiff's Complaint is denied. The averments of Paragraph 16 contain conclusions of law to which no response is required. To the extent a response is required, the averments of Paragraph 16 are denied.

17. Paragraph 17 of plaintiff's Complaint is denied. The averments of Paragraph 17 contain conclusions of law to which no response is required.

18. Paragraph 18 of plaintiff's Complaint is denied. The averments of Paragraph 18 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 18 are denied. By way of further response, ISZA denies that the vehicle contained any non-conformities, defects, or other conditions that substantially impaired its use, value, or safety.

19. Paragraph 19 of plaintiff's Complaint is denied.
20. Paragraph 20 of plaintiff's Complaint is denied. Paragraph 20 merely recites a provision of a statute to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 20 are denied.
21. Paragraph 21 of plaintiff's Complaint is denied. Paragraph 21 merely recites a provision of a statute to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 21 are denied.
22. Paragraph 22 of plaintiff's Complaint is denied. The averments of Paragraph 22 state conclusions of law to which no response is required. By way of further response, this defendant specifically denies that the subject vehicle at any time contained any non-conformities, defects, or other conditions that impaired its use, value, or safety.
23. Paragraph 23 of plaintiff's Complaint is denied. It is specifically denied that the plaintiff's vehicle was out of service for a total of 30 days or more. By way of further response, this defendant denies that the subject vehicle contained any non-conformities, defects, or other conditions that will cause the vehicle to be out of service for a total of 30 days or more.
24. Paragraph 24 of plaintiff's Complaint is denied. It is specifically denied that the subject vehicle contained any non-conformities, defects, or other conditions that impaired its use, value, or safety, or breached the applicable limited express written warranty. By way of further response, after reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments set forth in Paragraph 24; therefore, the same are denied.
25. Paragraph 25 of plaintiff's Complaint is denied. It is specifically denied that the subject vehicle contained any non-conformities, defects, or other conditions that impaired its use,

value, or safety, or breached the applicable limited express written warranty. By way of further response, after reasonable investigation, this defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments set forth in Paragraph 25; therefore, the same are denied.

26. Defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 26 of Plaintiff's Complaint; therefore, the same are denied.

27. Defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 27 of Plaintiff's Complaint; therefore, the same are denied.

28. Paragraph 28 of plaintiff's Complaint is denied. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 28; therefore, the same are denied. By way of further response, defendant denies that the subject vehicle contains any non-conformities, defects, or other conditions that substantially impair its use, value, or safety, or in any other way failed to comply with the applicable limited written express warranty.

29. Paragraph 29 of plaintiff's Complaint is denied. The averments contained in Paragraph 29 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 29 are denied. By way of further response, this defendant asserts that the allegations of Paragraph 29 do not give rise to any cause of action.

30. Paragraph 30 of plaintiff's Complaint is denied. The averments of Paragraph 30 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 30 are denied. By way of further response, this defendant

specifically denies that the vehicle contains any non-conformities, defects, or other conditions that impaired its use, value, or safety, or failed to comply with the applicable limited written express warranty.

WHEREFORE, defendant, Isuzu Motors America, Inc., denies any and all liability to plaintiff, and demands that judgment be entered in its favor and against plaintiff, Eric W. Tice.

A JURY TRIAL IS DEMANDED.

COUNT II

MAGNUSON-MOSS (FTC) WARRANTIES IMPROVEMENT ACT

31. Defendant incorporates by reference its answers to Paragraph 1 through 30 of the Complaint as if fully set forth herein.

32. Paragraph 31 of plaintiff's Complaint is denied. By way of further response, Paragraph 31 states conclusions of law to which no response is required. Further, Paragraph 31 is nonsensical.

33. Paragraph 32 of plaintiff's Complaint is denied. The averments of Paragraph 32 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 32 are denied.

34. Paragraph 33 of plaintiff's Complaint is denied. The averments of Paragraph 33 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 33 are denied. Moreover, this defendant incorporates by reference its answers to the previous paragraphs as if fully set forth herein.

35. Paragraph 34 of plaintiff's Complaint is denied. The averments of Paragraph 34 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 34 are denied.

36. Paragraph 35 of plaintiff's Complaint is denied. The averments of Paragraph 35 state conclusions of law to which no response is required. To the extent a response is required, the averments of Paragraph 35 are denied.

37. Paragraph 36 of plaintiff's Complaint is denied. The averments of Paragraph 36 state conclusions of law to which no response is required. To the extent a response is required, the averments of Paragraph 36 are denied.

38. Paragraph 37 of plaintiff's Complaint is denied as stated. The averments of Paragraph 37 state conclusions of law to which no response is required. While it is admitted that ISZA caused a new limited express written warranty to be issued, it is denied that the averments of Paragraph 37 fully, completely, or accurately set forth the terms of this warranty. Therefore, the averments of Paragraph 37 are denied.

39. Paragraph 38 of plaintiff's Complaint is denied. The averments of Paragraph 38 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 38 are denied.

40. Paragraph 39 of plaintiff's Complaint is denied. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 39; therefore, the same are denied. By way of further response, Paragraph 39 is specifically denied insofar as it is alleged that any repairs were ineffective.

41. Paragraph 40 of plaintiff's Complaint is denied. Paragraph 40 of plaintiff's Complaint merely recites one section of the Magnuson-Moss Warranties Improvement Act, 15 U.S.C. §2310(d)(2), to which no responsive pleading is required. To the extent a responsive pleading is required, the averments of Paragraph 40 are denied.

42. Paragraph 41 of plaintiff's Complaint is denied. After reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth in Paragraph 41; therefore, the same are denied. By way of further response, this defendant asserts that the allegations of Paragraph 41 state conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is required, the same are denied.

43. Paragraph 42 of plaintiff's Complaint is denied. The averments of Paragraph 42 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 42 are denied. By way of further response, this defendant specifically denies that it failed to comply with the applicable limited written express warranty. This defendant also denies that the subject vehicle contained any non-conformities, defects, or other conditions that substantially impaired its use, value, or safety, or breached the applicable limited express written warranty.

44. Paragraph 43 of plaintiff's Complaint is denied. The averments of Paragraph 43 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 43 are denied. By way of further response, this defendant specifically denies that it failed to comply with the applicable limited written express warranty. This defendant also denies that the subject vehicle contained any non-conformities, defects, or other conditions that substantially impaired its use, value, or safety, breached the applicable limited written express warranty or duties, or constituted an unfair trade practice.

45. Paragraph 44 of plaintiff's Complaint is denied. The averments of Paragraph 44 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 44 are denied. By way of further response, this defendant

asserts that the allegations of Paragraph 44 do not give rise to any cause of action. By way of additional response, after reasonable investigation, this defendant lacks sufficient knowledge or information to form a belief as to the truth or falsity of the averments set forth at Paragraph 44; therefore the same are denied.

46. Paragraph 45 of plaintiff's Complaint is denied. The averments of Paragraph 45 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 45 are denied.

47. Paragraph 46 of plaintiff's Complaint is denied. The averments of Paragraph 46 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 46 are denied.

48. Paragraph 47 of plaintiff's Complaint is denied. The averments of Paragraph 47 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 47 are denied.

WHEREFORE, defendant, Isuzu Motors America, Inc., denies any and all liability to plaintiff and demands that judgment be entered in its favor and against plaintiff, Eric W. Tice.

A JURY TRIAL IS DEMANDED.

COUNT III

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

48. Defendant incorporates by reference its answers to Paragraphs 1 through 47 of the Complaint as if fully set forth herein.

49. Paragraph 49 of plaintiff's Complaint is denied. The averments of Paragraph 49 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 49 are denied.

50. Paragraph 50 of plaintiff's Complaint is denied. The averments of Paragraph 50 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 50 are denied.

51. Paragraph 51 of plaintiff's Complaint is denied. The averments of Paragraph 51 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 51 are denied. By way of further response, this defendant asserts that the allegations of Paragraph 51 do not give rise to any cause of action.

52. Paragraph 52 of plaintiff's Complaint is denied. The averments of Paragraph 52 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 52 are denied.

53. Paragraph 53 of plaintiff's Complaint is denied. Paragraph 53 of plaintiff's Complaint merely defines Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4) in part, to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 53 are denied. By way of further response, this defendant asserts that the allegations of Paragraph 53 do not give rise to any cause of action.

54. Paragraph 54 of plaintiff's Complaint is denied. The averments of Paragraph 54 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 54 are denied.

55. Paragraph 55 of plaintiff's Complaint is denied. Paragraph 55 fails to set forth a claim or require a responsive pleading. To the extent a response is required, the averments of Paragraph 55 are denied. By way of further response, this defendant asserts that the allegations of Paragraph 55 do not give rise to any cause of action.

56. Paragraph 56 of plaintiff's Complaint is denied. The averments of Paragraph 56 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 56 are denied. By way of further response, this defendant asserts that the allegations of Paragraph 56 do not give rise to any cause of action.

57. Paragraph 57 of plaintiff's Complaint is denied. The averments of Paragraph 57 state conclusions of law to which no responsive pleading is required. To the extent a response is required, the averments of Paragraph 57 are denied. By way of further response, this defendant asserts that the allegations of Paragraph 57 do not give rise to any cause of action. Moreover, this defendant avers that its actions conformed to the applicable limited written express warranty and all provisions of applicable law. Moreover, it is specifically denied that this defendant violated the Pennsylvania Unfair Trade Practices and Consumer Protection Act.

WHEREFORE, defendant, Isuzu Motors America, Inc., denies any and all liability to plaintiff and demands that judgment be entered in its favor and against plaintiff, Eric W. Tice.

A JURY TRIAL IS DEMANDED.

NEW MATTER

58. The averments of plaintiff's Complaint fail to state a claim upon which relief may be granted.

59. This defendant avers that the subject vehicle does not contain any defects, non-conformities, or other conditions that substantially affected the vehicle's use, value, or safety, or constituted a breach of the applicable limited written warranty.

60. This defendant avers that any defects, non-conformities, or other conditions Plaintiff alleges has been fully repaired and does not effect the vehicle's use, value, or safety or constitute a breach of the applicable limited written express warranty.

61. To the extent the evidence reveals that plaintiff misused or failed to properly maintain the subject vehicle, the plaintiff's claims against this defendant are barred.

62. At all times relevant herein, ISZA and its authorized service facilities acted in a reasonable, prudent, and proper manner, and complied with all obligations under the applicable limited written express warranty.

63. ISZA avers that the subject vehicle was of merchantable quality, was reasonably fit for use, and complied with the applicable limited written express warranty extended by this defendant.

64. To the extent the evidence reveals that the damages and/or alleged non-conformities as claimed by plaintiff in the Complaint are due, in whole or in part, to the misuse, damage, or negligent repair or servicing conducted by third parties beyond the control of this defendant, the plaintiff's claims against ISZA are barred.

65. At all relevant times, the subject vehicle complied and conformed in all material respects with the applicable limited written express warranty, and no cause of action exists under the Magnuson-Moss Warranties Improvement Act, the Unfair Trade Practices and Consumer Protection Act, or any other statutory provisions that may be applicable.

66. The damages claimed by plaintiff are limited by virtue of the terms of the applicable limited written express warranty issued on behalf of this defendant.

67. Plaintiff cannot recover for any items of incidental or consequential damages pursuant to the terms of the manufacturer's limited written express warranty issued by this

defendant in its disclaimer and/or liability of limitation provision that serves to limit the plaintiff's damages. The disclaimers contained in the applicable limited written express warranty and limitation provisions serve to preclude the claims alleged in plaintiff's Complaint.

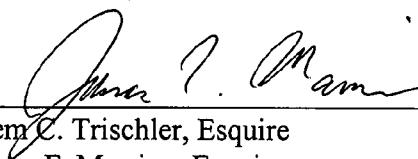
68. The facts as alleged in plaintiff's Complaint do not give rise to a claim for attorney fees or treble damages under the Pennsylvania Unfair Trade Practices and Consumer Protection Act.

WHEREFORE, defendant, Isuzu Motors America, Inc., denies any and all liability to plaintiff and demands that judgment be entered in its favor and against plaintiff, Eric W. Tice.

JURY TRIAL DEMANDED

Respectfully submitted,

PIETRAGALLO, BOSICK & GORDON

By: 

Clem C. Trischler, Esquire
James F. Marrion, Esquire
David W. Turner, Esquire
The Thirty-Eighth Floor
One Oxford Center
Pittsburgh, PA 15219
(412) 263-2000

Attorneys for Defendant, Isuzu Motors America, Inc.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, KAREN V. HOUGHTON, declare: I am MANAGER, OWNER RELATIONS of defendant, Isuzu Motors America, Inc., incorrectly identified as American Isuzu Motors, Inc., in the matter of Eric W. Tice vs. American Isuzu Motors, Inc., Case No. 07-543-CD, in the Court of Common Pleas of Clearfield County, Pennsylvania, and I verify the foregoing Answer and New Matter for and on behalf of defendant, Isuzu Motors America, Inc., and I am duly authorized to do so.

That the matters stated in the foregoing Answer and New Matter are not all within my personal knowledge, and I am informed and believe that there is no employee or officer of defendant Isuzu Motors America, Inc. who has personal knowledge of all such matters. That the information contained in said Answer and New Matter has been assembled by authorized employees and counsel of defendant Isuzu Motors America, Inc., and I am informed by said individuals that the facts stated in said Answer and New Matter are true.

I declare under penalty of perjury pursuant to the laws of the United States of America
that the foregoing is true and correct to the best of my knowledge.

Executed this 7th day of JUNE 2007 at Cerritos, California.

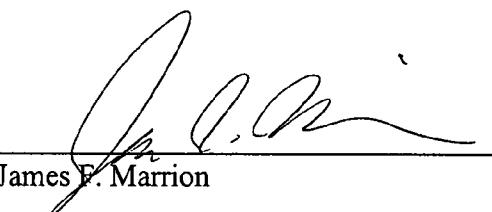
Karen L. Houghton

ISUZU MOTORS AMERICA, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **ANSWER AND NEW MATTER** has been served upon all parties listed below, via first-class mail, postage prepaid, on June 8, 2007:

Hilary Wheatley Taylor, Esquire
Kimmel & Silverman, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219
Counsel for Plaintiff


James F. Marrion

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice ,

CIVIL DIVISION

Plaintiff,

VS.

American Isuzu Motors, Inc.

Defendant.

NO.: 07-543-CD

FILED

JUN 20 2007

2007-06-20 (w)

William A. Shaw
Prothonotary/Clerk of Courts
1 Center to ATT

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

Filed on Behalf of:
Eric W. Tice
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.: 07-543-CD

American Isuzu Motors, Inc.

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 April 23, 2007, 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.

June 18, 2007

Hilary W. Taylor

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

COPY

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

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.: 07-543-CD

American Isuzu Motors, Inc.,

Defendant.

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

Filed on Behalf of:
Eric W. Tice
Plaintiff

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

*FILED
EX-24
APR 24 2007
COURT CLERK*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

VS.

NO.: 07-543-CD

American Isuzu Motors, Inc.,

Defendant.

RULE 4009.24 NOTICE OF INTENT TO SERVE SUBPOENA

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

Date: 4/23/07

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

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Eric W. Tice

*

Plaintiff(s)

Vs.

*

No. 2007-00543-CD

American Isuzu Motors, Inc.

*

Defendant(s)

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

TO: Fire Mitsubishi - Isuzu,
(Name of Person or Entity)

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

SEE SUBPOENA ATTACHMENT

Kimmel & Silverman, P.C., 210 Grant Str., Ste 202, Pgh pa 15219
(Address)

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

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

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

NAME: Hilary Wheatley Taylor, Esquire

ADDRESS: 210 Grant St., Suite 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: Monday, April 09, 2007

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

Eric W. Tice,

CIVIL DIVISION

Plaintiff,

vs.

No. 07-543-CD

American Isuzu Motors, Inc.,

Defendant.

To: Fiore Mitsubishi-Isuzu
P.O. Box 1033,
Rte. 36, Logan Boulevard
Altoona, PA 16603

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 Isuzu repair facilities regarding the subject vehicle, service of the subject vehicle, and/or requests for service of the subject vehicle, invoices, repair orders, technician notes, mechanic notes, time slips, papers, personal notes and/or logs, technical service bulletins, special service messages, recalls, contracts or sale, body shop records and invoices, pre-delivery repair and vehicle preparation documents, including but not limited to repair and preparation records and invoices, photographs or other pictorial documents and/or representations, order and/or requisition forms for parts and/or body work applications and/or components, any and all claim forms and requests for payment by any carrier and/or insurer, any and all correspondence, form or other request for approval to cover and/or pay for pre-delivery preparation and repairs through billings, goodwill, dealer or corporate or other business policy or warrant with reference to the 2004 Isuzu Ascender bearing Vehicle Identification Number 4NUDT13S242102040 registered to Eric W. Tice.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Rule 4009.24 Notice of Intent to Serve Subpoena was served on this 23rd day of April, 2007, via Regular Mail, to:

**American Isuzu Motors, Inc.
c/o CT Corporation
1515 Market Street
Philadelphia, PA 19103**

Hilary W. Taylor
Hilary Wheatley Taylor, 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 June 18, 2007 via U.S. First Class Mail to:

James F. Marrion, Esquire
Pietragallo, Bosick & Gordon LLP
One Oxford Centre
Thirty-Eighth Floor
Pittsburgh, PA 15219

Hilary W Taylor

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Eric W. Tice

CIVIL DIVISION

Plaintiff,

NO.: 07-543-CD

vs.

ANSWER TO NEW MATTER

American Isuzu Motors, Inc.,

Defendant.

Filed on behalf of Plaintiff:
Eric W. Tice

Counsel of Record for this Party:

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

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

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

FILED

1 JUN 21 2007

M/10.25/w
William A. Shaw
Prothonotary/Clerk of Courts

(6K)
1 CERT TO ATT

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

Eric W. Tice)
Plaintiff,)
vs.) NO.: 07-543-CD
American Isuzu Motors, Inc.,)
Defendant.)

ANSWER TO NEW MATTER

Plaintiff, Eric W. Tice, by and through his attorneys, Kimmel & Silverman, P.C., serves the following Answer to New Matter:

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

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

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

Respectfully submitted,

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

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Answer to New Matter was served on June 19, 2007, via U.S. Mail, to:

**James F. Marrion, Esquire
Pietragallo, Bosick & Gordon LLP
One Oxford Centre
Thirty-Eighth Floor
Pittsburgh, PA 15219**

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

VERIFICATION

Hilary Wheatley Taylor states that she is the attorney for the Plaintiff(s) herein; that she is acquainted with the facts set forth in the foregoing Answer to New Matter; that the same are true and correct to the best of 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 W. Taylor
Hilary Wheatley Taylor, Esq.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

ERIC W. TICE

Attn: Christina Gill Roseman, Esq. CIVIL ACTION

(Plaintiff)

Kimmel & Silverman, P.C.

210 Grant Street, Ste 202

(Street Address)

Pittsburgh, PA 15219

(City, State ZIP)

No. 07-543-CD

Type of Case: Civil

Type of Pleading: Certificate of Readiness

vs.

American ISUZU Motors Filed on Behalf of:

Attn: James F. Marrion, Esq. ERIC W. TICE

(Plaintiff/Defendant)

(Defendant)

Petragallo, Bosick & Gordon, LLP

One Oxford Centre, 38th Floor

(Street Address)

Pittsburgh, PA 15219

(City, State ZIP)

Christina Gill Roseman, Esq.

(Filed by)

Kimmel & Silverman, P.C.

210 Grant Street, Suite 202

(Address) Pittsburgh, PA 15219

412-566-1001

(Phone)

Christina Gill Roseman

(Signature)

FILED

1/10/2008 Atty

FEB 08 2008

64

William A. Shaw
Prothonotary/Clerk of Courts

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Eric W. Tice

Case Number: 07-543-CD

Defendant(s): American Isuzu
Motors, Inc.

To the Prothonotary:

Arbitration Limit: over

Type Trial Requested: Jury

Non-Jury

Arbitration

Estimated Trial Time: 2 days

Jury Demand Filed By: _____

Date Jury Demand Filed: _____

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

Christina Gill Roseman
(Signature)

2/6/08

(Date)

For the Plaintiff: Christina Gill Roseman, Esq 412-560-1001 Telephone Number

For the Defendant: James F. Marrion, Esq. 412-263-4342 Telephone Number

For Additional Defendant: _____ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: <u>Christina Gill Roseman, Esq</u>	Address: <u>210 Grant St, Ste 202</u>	City/State/Zip: <u>Pgh, PA 15219</u>
Name: <u>James F. Marrion, Esq.</u>	Address: <u>One Oxford Centre, 38th Fl</u>	City/State/Zip: <u>Pgh, PA 15219</u>
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

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

ERIC W. TICE

vs.

: No. 07-543-CD

AMERICAN ISUZU MOTORS, INC.

ORDER

AND NOW, this 11th day of February, 2008, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Monday, April 7, 2008 at 10:15 A.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED 2cc
01/15/2008 Attn: *Attys*
FEB 12 2008 *Rosemary Taylor*

William A. Shaw
Prothonotary/Clerk of Courts

Mansion

60

FILED

FEB 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/12/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)

Plaintiff(s) Attorney _____ Other _____

Defendant(s)

Defendant(s) Attorney _____

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Eric W. Tice

CIVIL DIVISION

Plaintiff,

NO.: 07-543-CD

vs.

**PRAECLPTE TO SETTLE,
DISCONTINUE AND END**

American Isuzu Motors, Inc.,

Defendant.

Filed on behalf of Plaintiff:
Eric W. Tice

Counsel of Record for this Party:

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

Christina Gill Roseman, Esq.
PA I.D. NO.: 71492

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

FILED *1cc + 1 Cert of
disc issued to
m 11:20am Atty Roseman
APR 16 2008*
LM *Copy to CIA*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF Clearfield County, PENNSYLVANIA
CIVIL DIVISION

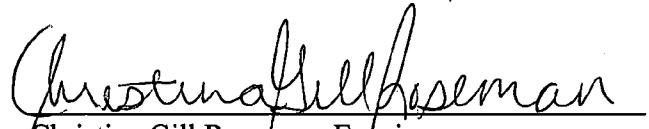
Eric W. Tice)
)
)
Plaintiff,)
)
vs.) NO.: 07-543-CD
)
)
American Isuzu Motors, Inc.,)
)
)
Defendant.)

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

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

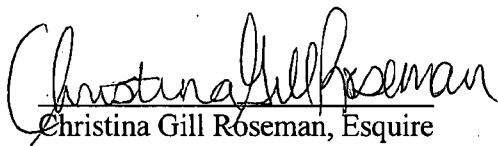
Respectfully submitted,


Christina Gill Roseman, Esquire
KIMMEL & SILVERMAN, P.C.
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the within Praecipe to Settle, Discontinue, and End was served on April 14, 2008, via U.S. Mail, to:

**James F. Marrion, Esquire
Pietragallo, Bosick & Gordon LLP
One Oxford Centre
Thirty-Eighth Floor
Pittsburgh, PA 15219**


Christina Gill Roseman, Esquire
KIMMEL & SILVERMAN, P.C.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Eric W. Tice

Vs. No. 2007-00543-CD
American Isuzu Motors, Inc.

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 April 16, 2008, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$86.00 have been paid in full by Kimmel & Silverman PC.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of April A.D. 2008.



William A. Shaw, Prothonotary