

08-443-CD
Steven Sinclair vs Ford Motor Co.

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

STEVEN G. SINCLAIR,

CIVIL DIVISION

Plaintiff,

vs.

NO.: 08-443-CD

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Steven G. Sinclair

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Robert A. Rapkin, Esquire
Identification No. 61628

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

WRIT WAIVED

FILED Atty pd.
M 10:51 AM 3/3/08 \$95.00
MAR 13 2008
WM
William A. Shaw No CC
Prothonotary/Clerk of Courts

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

STEVEN G. SINCLAIR,

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

NOTICE TO DEFEND

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

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

**Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 51**

**Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
(800) 692-7375**

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

CIVIL DIVISION

STEVEN G. SINCLAIR,

Plaintiff,

vs.

No.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT

1. Plaintiff, Steven G. Sinclair, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 400 Cross Roads Blvd, Coalport, PA 16627.

2. Defendant, Ford Motor Company, 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 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 100 Pine Street, Suite 325, Harrisburg, PA 17101.

BACKGROUND

3. On or about March 01, 2006, Plaintiff purchased a new 2006 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTRX14W16NA46083.

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 32,592.59. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: AWD locks while driving, fuel gauge/ front axle grinding, oil leak. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Tri Star Ford 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.

15. On or about March 01, 2006, 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

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

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

23. 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.

24. 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.

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

26. 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).

27. 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

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

29. 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).

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

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

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

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

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

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

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

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

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers 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.

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

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

44. 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

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

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

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

48. 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."

49. 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.

50. 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.

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

52. 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.

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

54. 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 , together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

Craig Thor Kimmel, Esquire
Robert A. Rapkin, Esquire

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

VERIFICATION

Craig Thor Kimmel, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff

111-1111 Monthly Semi-Annually Annually
starting 03/31/06

Coverage and
Insurance Company

Premium and
Term in Months

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

Security Interest: You are giving a security interest in the vehicle.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2.0 percent of the late amount.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment in full, and other terms and conditions of this contract, including prepayment penalty.

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

By _____

You have read the contract and it is understood and agreed to.

Buyer Signs

Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Debt Cancellation Waiver Addendum (Optional)
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer
Signs

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Seller.

Buyer Steve L. Sander

Co-Buyer
Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to protect your legal rights.

Buyer Steve L. Sander

Co-Buyer
Signs

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Steve L. Sander

Co-Buyer
Signs

Seller TRI-STAR FORD MERCUR

By John D. Sander

Title

Bus. mgf

83142

18235

INVOICE

STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

PAGE 1



TRI STAR FORD MERCURY OF TYRONE, INC.
RD #5 BOX 20-OLD RTE 220
TYRONE, PA 16686-9512
Telephone (814) 684-4100

SERVICE ADVISOR: 1 JEFF BANLON

COLN	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		11125/11125	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAMENT	INV. DATE
01MAR06	1817OCT05		19:00 17JAN07			CASH	21FEB07

R.O. OPENED	READY	OPTIONS: STK: 6T1322 DLR: F44465 ENG: 4.6L EFI V8 ENGINE TRN: ELECTRONIC 4-SPD AUTO O/D
-------------	-------	---

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK WHEN DRIVING 4WD LOCKS IN AND YOU HAVE TO STOP GRINDING THEN
CLUNKS OUT OF 4WD

CAUSE: REPLACED BOTH FRONT 4WD HUBS. WORKS FINE NOW

2134AT HUB ASSEMBLY OR FRONT WHEEL BEARING -

REPLACE (1104/1201/1202/1215/2C134) - L

9 SLAKOPER, TODD LIC#: 3580

W (N/C)

2 7L3Z*1104*A HUB ASY - WHEEL (N/C)

MT2134 FILE THRUST WASHER

9 SLAKOPER, TODD LIC#: 3580

W (N/C)

FC: F31 69

PART#: 7L3Z*1104*A

COUNT:

CLAIM TYPE:

AUTB CODE:

PARTS: 0.00 TOTAL LINE A: 0.00 TOTAL LINE B: 0.00

B WHEN FILLING UP WITH GAS, FUEL GAUGE DOES NOT GO UP TIL A COUPLE
STARTS LATER

CAUSE: CHECKED AND FOUND FUEL PUMP SENDING UNIT BAD. REPLACED SENDING
UNIT

9002A FUEL TANK - REMOVE AND INSTALL

(9002/9072/9076) - L

9 SLAKOPER, TODD LIC#: 3580

W (N/C)

1 6L3Z*9H307*C SENDER AND PUMP ASY (N/C)

9002A4 FUEL GAUGE TANK UNIT OR SEAL - REPLACE

(9275/9276) - L

9 SLAKOPER, TODD LIC#: 3580

W (N/C)

FC: L69 46

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE
VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT
NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY
MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all
of the warranties with respect to
the sale of this item/vehicle. 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 assures nor
authorizes any other person to
assume for it any liability in
connection with the sale of this
item/vehicle.

DESCRIPTION	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBB	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	

(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE) CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT
----------	--	---------------------------	---------------------------



83142

18235

INVOICE



TRI STAR FORD MERCURY OF TYRONE, INC.
RD #5 BOX 20-OLD RTE 220
TYRONE, PA 16686-9512
Telephone (814) 684-4100

STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

PAGE 2

SERVICE ADVISOR: 1 JEFF HANLON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		11125/11125	
DEL. DATE	PHOL. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01MAR06	18OCT05		19:00 17JAN07			CASH
R.O. OPENED	READY		OPTIONS: STK: 6T1322 DLR: F44465 ENG: 4.6L EFI V8 ENGINE			21FEB07
07:41 17JAN07	13:21 21FEB07		TRN: ELECTRONIC 4-SPD AUTO O/D			
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
PARTS:	6132*98307*C					TOTAL
COUNT:						
CLAIM TYPE:						
AUTH CODE:						
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE B:	0.00

YOU MAY RECEIVE A SURVEY FROM FORD. I ASK THAT
YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CALL ME, YOUR SERVICE MANAGER.

JEFF HANLON

724-359-9300

MERCURY

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/item. 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/item.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE) CUSTOMER SIGNATURE

83142

19560

INVOICE



TRI STAR FORD MERCURY OF TYRONE, INC.
4548 E PLEASANT VALLEY BLVD.
TYRONE, PA 16686
Telephone (814) 684-4100

STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

PAGE 1

SERVICE ADVISOR: 1 JASON MILLER

COLOR	YEAR	MAKE/MODEL	INV	LICENSE	MILEAGE IN / OUT	TAG
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		15769/15769	
DRIVE DATE	PRICED DATE	WORK EXP	PROMISED	PO NO.	RATE	PAMENT
01MAR06 IS	01MAR06 DDI	7OCT05	19: 00 25JUN07			CASH 22JUN07
RE: OPENED	READY		OPTIONS: STK: 6T1322 DLR: F44465 ENG: 4.6L EFI V8 ENGINE TRN: ELECTRONIC 4-SPD AUTO O/D			

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL

A CHECK WHEN DRIVING DOWN ROAD ALL SUDDEN FRONT AXLE STARTS GRINDING

AND MAKING LOUD NOISES

CAUSE: VERIFIED NOISE REFERD TO TSB #06-8-15

060815A INTERMITTENT IWE NOISE, 4WDH LIGHT AND/OR

4X4 SYSTEM INOPERATIVE, DTCS - C1979 AND

C1980 - L

6 PETERMAN, HAROLD LIC#: 7260

W

(N/C)

(N/C)

1 6L1Z*9E441*A VALVE ASY

PC: N50 42

PART #: 6L1Z*9E441*A

COUNT:

CLAIM TYPE:

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 CHARGE: 0.00 TOTAL LINE A: 0.00

TECH VERIFIED NOISE IN FRONT AXLE PERFORMED TSB REPAIR IWE SOFTEND

B** CUSTOMER STATES OIL LEAKING FROM REAR END

CAUSE: TECH FOUND REAR AXLE SEAL WAS LEAKING

4234A SHAFT ASSEMBLY - AXLE - REMOVE AND INSTALL

OR REPLACE (4234/4235) - L

6 PETERMAN, HAROLD LIC#: 7260

W

(N/C)

(N/C)

1 5L3Z*1S177*AB SEAL

3 XY*75W140*QL OIL - REAR AXLE

4234A2 SEAL - WHEEL BEARING OIL INNER - REPLACE

(1177) - L

6 PETERMAN, HAROLD LIC#: 7260

W

(N/C)

FC: L88 D8

PART #: 5L3Z*1S177*AB

COUNT:

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this merchandise. 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/item.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	

(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE) CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT
----------	--	---------------------------	------------------------

83142

19560

INVOICE

STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

PAGE 2



TRI STAR FORD MERCURY OF TYRONE, INC.
4548 E PLEASANT VALLEY BLVD
TYRONE, PA 16686
Telephone (814) 684-4100

SERVICE ADVISOR: 1 JASON MILLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		15769 / 15769	
DLR. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	SAVAT	PMTNT
01MAR06 IS	01MAR06 DDL7OCT05		19:00 25JUN07			
R.D. OPENED		READY	OPTIONS: STK: 6T1322 DLR: F44465			
08:01 22MAY07	12:11 22JUN07		ENG: 4.6L EFI V8 ENGINE			
			TRN: ELECTRONIC 4-SPD AUTO O/D			
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
						TOTAL
CLAIM TYPE:						
AUTH CODE:						

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

TECH FOUND LEAK FROM REAR AXLE REPLACED REAR WH EEL SEAL

YOU MAY RECIEVE A SURVEY FROM FORD, I ASK THAT
YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CALL ME, YOUR SERVICE MANAGER.

JEFF HANLON
814-684-4100

MERCURY

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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/item.

DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

will have paper work on this trip this week

83142

20244

INVOICE

STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

PAGE 1



TRI STAR FORD MERCURY OF TYRONE, INC.
4548 E. PLEASANT VALLEY BLVD
TYRONE, PA 16686
Telephone (814) 684-4100

SERVICE ADVISOR: 1. JASON MILLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		17885/17885		
DEL. DATE	PRICE DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	
01 MAR 06 IS			19:00 13 JUL 07				
01 MAR 06 DD 17 OCT 05							
RIG OPENED	READY		OPTIONS: STK: 6T1322 DLR: F44465 ENG: 4.6L EFI V8 ENGINE TRN: ELECTRONIC 4-SPD AUTO O/D				
08:29 13 JUL 07	12:32 13 JUL 07						
LINE ORCODE TECH TYPE HOURS				LIST	NET	TOTAL	
A CHANGE OIL, FILTER, LUBE JOB, CHECK TIRE PRESSURE, TOP OFF FLUIDS AND 27 POINT CHECK							
LOP CHANGE OIL, FILTER, LUBE JOB, CHECK TIRE PRESSURE, TOP OFF FLUIDS AND 27 POINT CHECK							
9 SLAKOPER, TODD LIC#: 3580							
C				12.45	12.45		
1 FL*820*5 FILTER ASY - OIL				4.00	4.00	4.00	
7 XO*5W20*QSP OIL - ENGINE				2.10	2.10	14.70	
PARTS:	18.70	LABOR:	12.45	OTHER:	0.00	TOTAL LINE A:	31.15

B. CUSTOMER STATES FOUR WHEEL DRIVE INOP.

CAUSE: TECH STATES 4X4 IS INOP.

7453D ELECTRONIC SHIFT - FOUR WHEEL DRIVE -

DIAGNOSIS: 4WD TESTED

RECOMMENDATION: 4WD TESTED

1 6L3Z-9E441-A VALVE BODY

PC: P31 42

PART#: 6L3Z-9E441-A

COUNT:

CLAIM TYPE:

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THAT
YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CALL ME, YOUR SERVICE MANAGER

JEFF HANLON

814-684-4100

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
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DESCRIPTION	TOTAL
LABOR AMOUNT	12.45
PARTS AMOUNT	18.70
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC CHARGES	0.00
TOTAL CHARGES	31.15
LESS INSURANCE	7.00
SALES TAX	1.87

(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE) CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT
			26.00

CUSTOMER COPY

83142

22926

INVOICE



STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

PAGE 1

TRI STAR FORD MERCURY OF TYRONE, INC.
4548 E PLEASANT VALLEY BLVD
TYRONE, PA 16686
Telephone (814) 684-4100

SERVICE ADVISOR: 1 JASON MILLER

COLON	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		25400/25400	
DLR DATE	PROD DATE	WORK EXP.	PROMISED	PO NO.	RATE	PAYMENT
01 MAR 06 IS			19:00 18FEB08			CASH 18FEB08
01 MAR 06 DDL 7OCT05						

AC OPENED	READY	OPTIONS: STK: 6T1322 DLR: F44465
13:45 15FEB08	08:34 18FEB08	ENG: 4.6L EFI V8 ENGINE

TRN: ELECTRONIC 4-SPD AUTO O/D

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES 4X4 INOP

CAUSE: TECH STATES 4X4 INOP

060815A INTERMITTENT IWE NOISE, 4WDH LIGHT AND/OR

4X4 SYSTEM INOPERATIVE, DTCS - C1979 AND

C1980 - L

4 KELLY, DENNIS LIC#: 2431

(N/C)

1 6L3Z*9E441*A VALVE ASY

(N/C)

MT: REPLACED VALVE

4 KELLY, DENNIS LIC#: 2431

(N/C)

FC: P31 42

PART#: 6L3Z*9E441*A

COUNT:

CLAIM TYPE:

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 CHPHR: 0.00 TOTAL LINE A: 0.00

B** CUSTOMER STATES GRINDING WHEN IN 4X4

CAUSE: TECH STATES WHEN IN 4X4 FRONT WHEEL GRINDS

2134A HUB ASSEMBLY OR FRONT WHEEL BEARING -

REPLACE (1104/1201/1202/1215/2C134) - L

4 KELLY, DENNIS LIC#: 2431

(N/C)

1 7L3Z*1104*A HUB ASY - WHEEL

(N/C)

1 7L1Z*3C247*A ACTUATOR ASY

(N/C)

PC: KG2 42

PART#: 7L3Z*1104*A

COUNT:

CLAIM TYPE:

AUTH CODE:

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBB	
SUBLET AMOUNT	
MISC CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	

(SIGNED)	DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE) CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT
----------	--	---------------------------	------------------------

CUSTOMER COPY

83142

22926

INVOICE



TRI STAR FORD MERCURY OF TYRONE, INC.
4548 E PLEASANT VALLEY BLVD
TYRONE, PA 16686
Telephone (814) 684-4100

STEVEN G SINCLAIR
400 CROSS ROADS BLVD
COALPORT, PA 16627-8923
HOME: 814-687-3978 BUS:

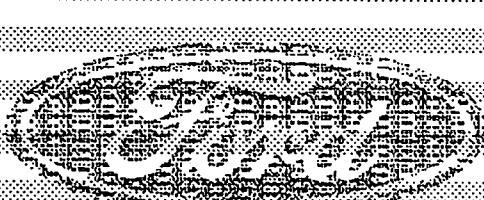
PAGE 2.

SERVICE ADVISOR: 1 JASON MILLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
STONE	06	FORD F150 PICKUP	1FTRX14W16NA46083		25400 / 25400	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYOUT
01 MAR 06 IS						INV. DATE
01 MAR 06 DDI 17 OCT 05			19:00 18 FEB 08			CASH 18 FEB 08
R.O. OPENED	READY		OPTIONS: STK: 6T1322 DLR: F44465			
			ENG: 4.6L EFI V8 ENGINE			
13:45 15 FEB 08	08:34 18 FEB 08		TRN: ELECTRONIC 4-SPD AUTO O/D			
LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00 OTHER:	0.00	TOTAL LINE BY:	0.00

YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THAT
YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CALL ME, YOUR SERVICE MANAGER.

JASON MILLER
814-684-4100



Mercury

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty continues all of the warranties with respect to the sale of this item/item. 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/item.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

CUSTOMER COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

STEVEN G. SINCLAIR

CIVIL DIVISION

Plaintiff,

NO.: 08-443-CD

vs.

FORD MOTOR COMPANY

Defendant.

FILED
mjh:2931
MAR 27 2008
SP

AFFIDAVIT OF SERVICE

William A. Shaw
Prothonotary/Clerk of Courts

I, Lori Lee Harrison, an employee of Kimmel & Silverman, P.C., and a competent adult, being duly sworn according to law, depose and say that at 1:00 P.M., on 3/21/08, I personally handed to Sabra Dudding, on behalf of FORD MOTOR COMPANY, c/o CT Corporation, 100 Pine Street, Suite 325, Harrisburg, PA 17101.

_____ Adult family member with whom said Defendant(s) reside(s). Relationship is _____.

_____ Adult in charge of Defendant's residence who refused to give name or relationship.

_____ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

X _____ Agent or person in charge of Defendant's office or usual place of business.

_____ and officer of said Defendant's company.

Other _____.

a true and correct copy of complaint issued in the above-captioned matter.

(Signature of Server)

Sworn to and subscribed
before me this 25th day
of March 2008

NOTARY PUBLIC NOTARIAL SEAL
PATRICIA ANN MURRAY-BARRETT, Notary Public
Ambler Boro., Montgomery County
My Commission Expires December 22, 2011

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Steven G. Sinclair,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

CIVIL DIVISION

CASE NO. 08-443-CD

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on behalf of Defendant Ford Motor Company:

Counsel of record for this party:

David R. Funk
Pa I.D. No. 202011
BAKER & HOSTETLER LLP
65 East State Street, Suite 2100
Columbus, OH 43215
(614) 228-1541
(614) 462-2616 – fax

Counsel of record for Plaintiff:

Kimmel & Silverman, P.C.
Craig Thor Kimmel, Esq.
Ira P. Smades, Esq.
Robert A. Rapkin, Esq.
30 East Butler Pike
Ambler, PA 19002

FILED 2CC
APR 10 2008 Atty Funk
64

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Steven G. Sinclair,

Case No. 08-443-CD

Plaintiff,

v.

Ford Motor Company,

Defendant.

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

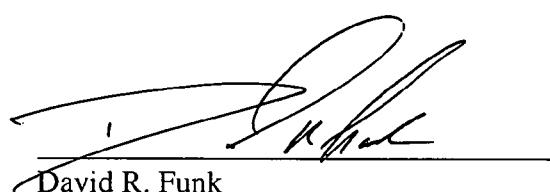
Kindly enter the appearance of David R. Funk, Esquire, and the law firm of Baker & Hostetler LLP on behalf of Defendant Ford Motor Company in the above matter.

Papers may be served at the address set forth below:

David R. Funk, Esquire
(Pa. I.D. No. 202011)
BAKER & HOSTETLER LLP
Capitol Square
65 E. State Street, Suite 2100
Columbus, OH 43215

(614) 228-1541
(614) 462-2616 – fax

Dated 4/1/08



David R. Funk

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Praeclipe
for Entry of Appearance was served upon counsel for Plaintiff on this 20th day of April, 2008,
via regular U.S. mail, addressed as follows:

Craig Thor Kimmel, Esquire
Ira P. Smades, Esquire
Robert A. Rapkin, Esquire
30 East Butler Pike
Ambler, PA 19002



David R. Funk

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Steven G. Sinclair,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

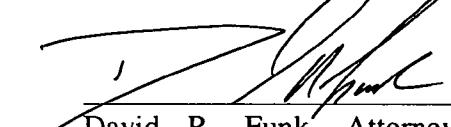
CIVIL DIVISION

CASE NO. 08-443-CD

TO PLAINTIFF:

NOTICE TO PLEAD

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


David R. Funk, Attorney for Defendant
Ford Motor Company

**ANSWER AND NEW MATTER OF
DEFENDANT FORD MOTOR
COMPANY**

Filed on behalf of Ford Motor Company

Counsel of record for this party:

David R. Funk
Pa. I.D. No. 202011
BAKER & HOSTETLER LLP
65 East State Street, Suite 2100
Columbus, OH 43215
(614) 228-1541

FILED *acc*
m 10:51 AM APR 10 2008 Atty Funk
APR 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Steven G. Sinclair,

Plaintiff,

vs.

Ford Motor Company,

Defendant.

CASE NO. 08-443-CD

**ANSWER AND NEW MATTER OF
DEFENDANT FORD MOTOR
COMPANY**

AND NOW, comes the Defendant, Ford Motor Company, by and through its attorneys, Baker & Hostetler LLP and David R. Funk, Esq., and files the following Answer and New Matter to Plaintiff's Complaint, and in support thereof avers as follows:

1. After reasonable investigation, Ford denies the allegations contained in paragraph 1 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.
2. Ford only admits that it is a corporation qualified to do business in Pennsylvania and can be served through CT Corporation. Ford denies the remaining allegations in paragraph 2 of the Complaint.
3. Ford only admits that the Plaintiff purchased the subject vehicle on or about March 1, 2006. Ford also admits that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first.

4. Ford admits the subject vehicle was purchased in Pennsylvania. After reasonable investigation, Ford denies the remaining allegations contained in paragraph 4 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.

5. Ford lacks firsthand knowledge as it was not a party to the transaction and as a result, Ford admits only from the documents currently in its possession that Plaintiff purchased the subject vehicle as alleged in paragraph 5 of the Complaint. Ford denies the remaining allegations contained in paragraph 5 of the Complaint.

6. Ford only admits that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first. Ford denies the remaining allegations contained in paragraph 6 of the Complaint.

7. Ford denies the allegations contained in paragraph 7 of the Complaint. By way of further response Ford did not sell the subject vehicle to the Plaintiff.

8. Ford only admits that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first. Ford denies the remaining allegations contained in paragraph 8 of the Complaint.

9. Ford denies the allegations contained in paragraph 9 of the Complaint.

10. Ford denies the allegations contained in paragraph 10 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.

COUNT I

11. For its answer to paragraph 11 of the Complaint, Ford incorporates by reference its responses to the allegations set forth in paragraphs 1 through 10 of the Complaint as if fully rewritten herein.

12. Ford denies the allegations contained in paragraph 12 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.

13. Ford admits the allegations contained in paragraph 13 of the Complaint.

14. Ford admits that Tri Star Ford is an authorized dealer. After reasonable investigation, Ford denies the allegations contained in paragraph 14 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

15. Ford denies the allegations contained in paragraph 15 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations as it was not a party to the sales transaction.

16. Ford denies the allegations contained in paragraph 16 of the Complaint.

17. For its answer to paragraph 17 of the Complaint, Ford states that Section 1955 of the Pennsylvania Automobile Lemon Law speaks for itself.

18. For its answer to paragraph 18 of the Complaint, Ford states that Section 1956 of the Pennsylvania Automobile Lemon Law speaks for itself.

19. Ford denies the allegations contained in paragraph 19 of the Complaint.

20. Ford denies the allegations contained in paragraph 20 of the Complaint.

21. Ford denies the allegations contained in paragraph 21 of the Complaint.

22. Ford denies the allegations contained in paragraph 22 of the Complaint.

23. Ford admits that the subject vehicle was in for warranty repairs but, denies the remaining allegations contained in paragraph 23 of the Complaint.

24. Ford denies the allegations contained in paragraph 24 of the Complaint.
25. Ford denies the allegations contained in paragraph 25 of the Complaint.
26. Ford denies the allegations contained in paragraph 26 of the Complaint.
27. Ford denies the allegations contained in paragraph 27 of the Complaint.

COUNT II

28. Ford denies the allegations contained in paragraph 28 of the Complaint.
29. Ford denies the allegations contained in paragraph 29 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.
30. For its answer to paragraph 30 of the Complaint, Ford incorporates by reference its responses to the allegations set forth in paragraphs 1 through 29 of the Complaint as if fully rewritten herein.
31. Ford denies the allegations contained in paragraph 31 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.
32. Ford only admits that Ford is a warrantor, but denies the remaining allegations contained in paragraph 32 of the Complaint.
33. Ford denies the allegations contained in paragraph 33 of the Complaint as it lacks sufficient knowledge to form a belief as to the truth of the allegations.
34. Ford admits only that it extends a New Vehicle Limited Express Warranty to purchasers of new Ford vehicles and that such warranty states that its authorized dealers will repair, replace or adjust various parts and components that are found to be defective in factory supplied materials and workmanship for 36 months or 36,000 miles, whichever occurs first. Ford denies the remaining allegations contained in paragraph 34 of the Complaint.

35. Ford denies the allegations contained in paragraph 35 of the Complaint. By way of further response Ford did not breach any warranties applicable to the subject vehicle and therefore is not in violation of the Magnuson-Moss Warranty Act.

36. Ford denies the allegations contained in paragraph 36 of the Complaint.

37. For its answer to paragraph 37 of the Complaint, Ford states that The Magnuson-Moss Warranty Improvement Act, speaks for itself.

38. Ford denies the allegations contained in paragraph 38 of the Complaint.

39. Ford denies the allegations contained in paragraph 39 of the Complaint.

40. Ford denies the allegations contained in paragraph 40 of the Complaint. By way of further response Ford did not breach any warranties applicable to the subject vehicle and therefore is not in violation of the Magnuson-Moss Warranty Act.

41. Ford denies the allegations contained in paragraph 41 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

42. Ford denies the allegations contained in paragraph 42 of the Complaint.

43. Ford denies the allegations contained in paragraph 43 of the Complaint.

44. Ford denies the allegations contained in paragraph 44 of the Complaint.

COUNT III

45. For its answer to paragraph 45 of the Complaint, Ford incorporates by reference its responses to the allegations set forth in paragraphs 1 through 44 of the Complaint as if fully rewritten herein.

46. Ford denies the allegations contained in paragraph 46 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

47. After reasonable investigation, Ford denies the allegations contained in paragraph 47 of the Complaint because it lacks sufficient knowledge to form a belief as to the truth of the allegations.

48. For its answer to paragraph 48 of the Complaint, Ford states that Section 201-9.2(a) of the Act speaks for itself.

49. For its answer to paragraph 49 of the Complaint, Ford states that Section 1961 of the Pennsylvania Automobile Lemon Law speaks for itself.

50. For its answer to paragraph 50 of the Complaint, Ford states that the Pennsylvania Unfair Trade Practices Act and Consumer Protection Act, 73 P.S. §201-2(4) speaks for itself.

51. Ford denies the allegations contained in paragraph 51 of the Complaint.

52. For its answer to paragraph 52 of the Complaint, Ford states that Section 201-3.1 of the Pennsylvania Unfair Trade Practices of Consumer Protection Act speaks for itself.

53. Ford denies the allegations contained in paragraph 53 of the Complaint.

54. Ford denies the allegations contained in paragraph 54 of the Complaint.

55. Ford denies each and every allegation not specifically admitted herein.

WHEREFORE, Defendant, Ford Motor Company, denies that it is liable in the sum or sums demanded, or in any sum whatsoever, and demands judgment in its favor.

NEW MATTER

56. Plaintiff's Complaint fails to state a claim upon which relief may be granted.

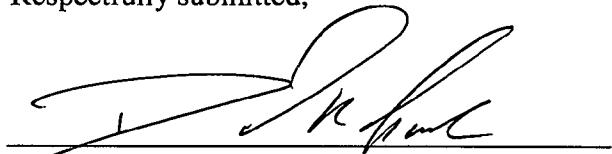
57. Plaintiff has stated no claim for relief entitling him to compensatory damages, attorneys fees and costs.

58. Plaintiff has failed to name and join all necessary and indispensable parties.

59. The alleged nonconformities do not substantially impair the use, value and/or safety of the subject vehicle.
60. Subject to discovery, Plaintiff has abused, misused and/or neglected the subject vehicle.
61. The alleged nonconformities do not constitute a substantial impairment.
62. Ford reserves the right to assert additional affirmative defenses.

Date: 4/1/08

Respectfully submitted,

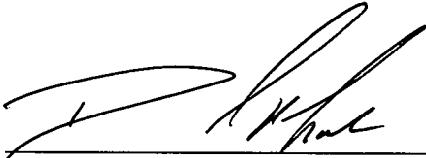


David R. Funk (Pa. I.D. #202011)
BAKER & HOSTETLER LLP
Capitol Square
65 East State Street, Suite 2100
Columbus, OH 43215-4260
Telephone: (614) 228-1541
Facsimile: (614) 462-2616
Attorney for Ford Motor Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer to Plaintiff's Complaint was served upon counsel for Plaintiff on this 7th day of April, 2008, via regular U.S. mail, addressed as follows:

Craig Thor Kimmel, Esquire
Ira P. Smades, Esquire
Robert A. Rapkin, Esquire
30 East Butler Pike
Ambler, PA 19002

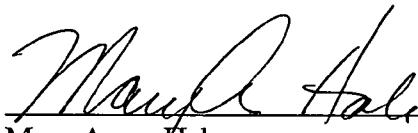


David R. Funk

VERIFICATION

I, Mary Arens Hale, Esquire, regional counsel for Defendant Ford Motor Company, verify that the statements of fact in the foregoing Answer and New Matter are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



Mary Arens Hale

Dated: 4/7/08

Craig Thor Kimmel, Esquire
Identification No. 57100
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

STEVEN G. SINCLAIR

v.

FORD MOTOR COMPANY

ATTORNEYS FOR
PLAINTIFF

FILED
M/11/11 10:01 AM
APR 15 2008
GK
NCC

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS
Clearfield County

NO. 08-443-CD

PLAINTIFF'S ANSWER TO NEW MATTER OF
DEFENDANT, FORD MOTOR COMPANY

56. 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.

57. 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.

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.

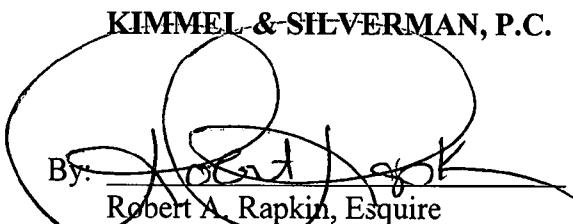
60. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

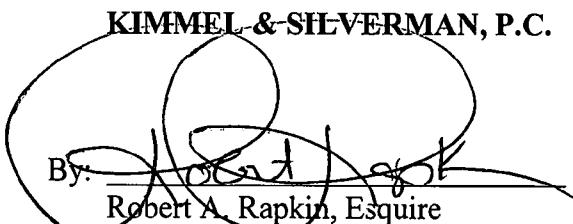
61. Denied. The allegations of this paragraph constitute a conclusion of fact and/or law to which no responsive pleading is required. However and to the extent there are any allegations contained herein, such allegations are specifically denied and strict proof thereof is demanded at the time of trial.

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.

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.

KIMMEL & SILVERMAN, P.C.



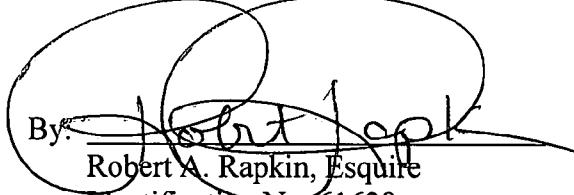
By: 
Robert A. Rapkin, Esquire
Identification No. 61628
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

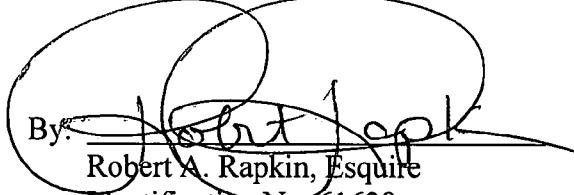
CERTIFICATE OF SERVICE

I, Robert A. Rapkin, Esquire, counsel for Plaintiff, do hereby certify that I served all parties with true and correct copies of the foregoing Answer to New Matter, by placing same in the United States Mail, First Class, Postage Paid addressed as follows:

David R. Funk
Baker & Hostetler, LLP
Capital Square, Suite 2100
65 East State Street
Columbus, OH 43215

KIMMEL & SILVERMAN, P.C.



By: 
Robert A. Rapkin, Esquire
Identification No. 61628
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Date: 9th day of April, 2008

FILED

APR 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

Robert A. Rapkin, Esquire
Identification No. 20549
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

STEVEN G. SINCLAIR

v.

FORD MOTOR COMPANY

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
Clearfield County

08-443-CD

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter as settled, discontinued and ended.

KIMMEL & SILVERMAN, P.C.

By: Robert A. Rapkin
ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

FILED 1CCd 1Cert
m 1:40 pm of sc issued
JUN 02 2008 to ATTY
Rapkin
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Steven G. Sinclair

Vs.
Ford Motor Company

No. 2008-00443-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 2, 2008, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$95.00 have been paid in full by Craig Thor Kimmel Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of June A.D. 2008.



lm

William A. Shaw, Prothonotary