

08-1305-CD  
Paul Beard al vs Ford Motor Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**PAUL BEARD AND  
DEBBIE BEARD,**

CIVIL DIVISION

**Plaintiffs,**

vs.

NO.: 08-1305-CD

**FORD MOTOR COMPANY,**

**Defendant.**

**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiffs:  
Paul Beard and  
Debbie Beard

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 *No cc*  
*7/16/2008*  
JUL 16 2008 *44ypd.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*\$95.00*

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

PAUL BEARD AND  
DEBBIE BEARD,

Plaintiffs,

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**

**PAUL BEARD AND  
DEBBIE BEARD,**

**Plaintiffs,**

**vs.**

**No.:**

**FORD MOTOR COMPANY,**

**Defendant.**

**COMPLAINT**

1. Plaintiffs, Paul Beard and Debbie Beard, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 182 Low Grade Road, Westover, PA 16692.

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 Office of the Secretary, One American Road, 10th Floor, Dearborn, MI 48126.

**BACKGROUND**

3. On or about February 28, 2008, Plaintiffs purchased a new 2008 Ford Focus , manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAHP35N68W138208.

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 27,462.88. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: paint peeling. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW**

11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
12. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.
13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.
14. John Stuckey 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 February 28, 2008, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.
16. The nonconformities described violate the express written warranties issued to Plaintiffs 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. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

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

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

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

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

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

**COUNT II**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

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

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

31. Plaintiffs are "Consumers" 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. Plaintiffs have 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, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

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

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

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

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

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

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

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

46. Plaintiffs are "Persons" 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. Plaintiffs aver 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**, Plaintiffs respectfully demand 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 Plaintiffs  
210 Grant Street, Suite 202  
Pittsburgh PA 15219

(412) 566-1001

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

Craig Thor Kimmel, states that he is the attorney for the Plaintiffs 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.



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CRAIG THOR KIMMEL, ESQUIRE  
Attorney for Plaintiff

## RETAIL INSTALLMENT CONTRACT

02/28/2008



1.  If this box is checked, this is a simple interest contract **WITH** a "Balloon Payment" as the last scheduled payment. If this box is not checked, this is a simple interest contract **WITHOUT** a "Balloon Payment" as the last scheduled payment.

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code) 182 LOW GRADE ROAD NESTOVER PA 16692 CO: 11	Seller (Creditor) Name and Business Address JOHN STUCKEY FORD INC ROUTE 22 WEST HOLLIDAYSBURG PA 16648
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3. **WHO IS BOUND:** You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable (jointly and severally if both a Buyer and Co-Buyer sign below) for any amount due. In this Contract, "we," "us," and "our" mean the Seller named above and, after assignment and acceptance, the Seller's assignee, JPMorgan Chase Bank, N.A., acting on its own or as agent for an affiliated entity (and any subsequent assignee).

4. **DESCRIPTION OF VEHICLE:** You agree to buy and we agree to sell the following vehicle.

New, Used or Demo	Year	Weight (lbs.)	Make and Model	Body Type	Vehicle Identification No.	Key No.	Use for Which Purchased
NEW	2008		FORD FOCUS		1FAHP35N68W138208		<input checked="" type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural

If truck—Describe body, gross vehicle weight and major items of equipment sold:  
N/A

5. **NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES:** The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. 11.84 %	The dollar amount the credit will cost you. \$ 7675.09	The amount of credit provided to you or on your behalf. \$ 18787.79	The amount you will have paid after you have made all payments as scheduled. \$ 26462.88	The total cost of your purchase on credit, including your downpayment of \$ 27462.88

**PAYMENT SCHEDULE:** Your payment schedule will be 04/13/2008 monthly payments of \$ \_\_\_\_\_ each, due on the same day of each month starting on N/A

**BALLOON PAYMENT:** If this Contract is checked with "Balloon Payment" above, your payment schedule will be N/A monthly payments of \$ N/A each, due on the same day of each month starting on N/A, and then your last payment ("Balloon Payment") will be \$ N/A, due on N/A.

**PREPAYMENT:** You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

**SECURITY:** You are giving us a security interest in the motor vehicle being purchased.

**LATE FEE:** If a payment is more than 10 days late, you may be charged 2% of the unpaid amount of that payment.

**OTHER ITEMS:** Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

**IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS CONTRACT, YOU MAY LOSE YOUR VEHICLE.**

**ITEMIZATION OF THE AMOUNT FINANCED**

1. Cash Price:	1056.84	18356.84
A. Cash price of vehicle (including sales tax of \$ _____ any accessories, their installation and taxes)	\$ _____	
2. Downpayment:		N/A
A. Net agreed value of trade-in (_____ year, _____ make, _____ model)	\$ _____	
B. Manufacturer's rebate applied to downpayment	\$ 1000.00	N/A
C. Cash Downpayment	\$ _____	



D. Total Downpayment (A + B + C)	\$ 17355.84
3. Unpaid Balance (1A. Less 2D.):	\$ _____
4. Other charges, including amounts paid to others on your behalf:	
A. Cost of Optional Credit Life and/or Accident and Health Insurance for the term of this Contract Paid to the Insurance Company of Companies Named Below:	N/A
Life \$ _____	Disability, Accident and Health \$ _____
B. Official fees paid to government agencies for:	
XX Lien Filing Fee	\$ 5.00
XX License and Registration Fee	\$ 34.45
_____ Certificate of Title Fee	\$ 22.50
Other Govt Fees	\$ N/A
C. Other Charges (Identify who will be paid and purpose):	
To N/A For Optional Gap Coverage	\$ 599.00
To N/A For _____	\$ N/A
To JOHN STUCKEY FORD INC For DOC FEE	\$ 55.00
To N/A For N/A	\$ N/A
To N/A For N/A	\$ N/A
To N/A For N/A	\$ N/A
To FORD ESP For SERVICE CONTRACT	\$ 715.00
To _____ For _____	\$ _____
D. Total other charges and amounts paid to others on your behalf (A + B + C)	1430.95
5. Amount Financed (sum of 3 plus 4D)	\$ 19787.79
** We may retain, or receive, a portion of these amounts.	\$ _____

3. Additional Disclosures      6. Finance Charge      7. Time Balance \*\*(Total of Payments) (5 plus 6)      8. Payment Schedule: See Federal Truth-in-Lending Disclosures above.      \$ 26452.88  
 Required by State Law

4. PROMISE TO PAY: You promise to pay us the Amount Financed shown above, plus a Finance Charge applied to the unpaid balance of the Amount Financed each day. The daily rate Finance Charge is equal to 1/365th of the Annual Percentage Rate shown above.

1. PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest contract. This means that since we compute your Finance Charge each day on the unpaid balance of the Amount Financed, the amount of the Finance Charge shown above may vary depending upon when your payments are received. Therefore, the earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. If you pay on time, you will not owe a late fee and we will apply your payment first to accrued Finance Charge and then to the unpaid balance of the Amount Financed. If you pay late, you will owe a late fee and we will apply your payment first to accrued Finance Charge, then to the scheduled unpaid balance of the Amount Financed, then to unpaid late fee, and then to the remaining unpaid balance of the Amount Financed. If you make any payments after they are due, including payments due because we allow you to extend the term of this Contract, your final payment will be larger than originally scheduled. We will advise you of any additional amount you owe us after you make your last payment (if it is \$1.00 or more). We will send you a check for any amount owed you (if it is \$1.00 or more).

2. BALLOON PAYMENT: IF THIS CONTRACT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. Paragraph 16 on the reverse side entitled "LAST PAYMENT OPTIONS" applies. The odometer reading referred to in Section (B)(3) of such paragraph is \_\_\_\_\_ miles, the excess mileage charge referred to in Section (B)(3) of such paragraph is \_\_\_\_\_ per mile and the disposition fee referred to in Section (B)(1) of such paragraph is \_\_\_\_\_.

Buyer's Initials \_\_\_\_\_ Co-Buyer's Initials. By initialling here, you acknowledge that you understand these charges and the provisions of paragraph 16 entitled "Last Payment Options", on the reverse side of this Contract.

3. CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail.

If you want the following insurance, sign below:

Life     Buyer     Co-Buyer     Both) at a premium of \$ N/A for a term of \_\_\_\_\_

Credit life insurance will pay your debt on this Contract up to \$ N/A N/A

Disability, Accident and Health (Buyer Only) at a premium of \$ \_\_\_\_\_ for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to \$ N/A

The name of the insurer is \_\_\_\_\_ of \_\_\_\_\_

Name \_\_\_\_\_ Home Office Address \_\_\_\_\_

Date \_\_\_\_\_

Buyer Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Buyer Signature \_\_\_\_\_

**WARNING: Any insurance provided by the Seller does not cover liability for injury to persons or damage to property of others unless indicated in the policy.**

4. PROPERTY INSURANCE: Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller, it will be furnished by \_\_\_\_\_ for the initial term of \_\_\_\_\_ at a premium of \_\_\_\_\_, but such charge is not included in this Contract.

**IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON THE REVERSE SIDE BEFORE SIGNING BELOW.**

# John Stuckey

## Ford



RT. 22 P.O. BOX 489 HOLLIDAYSBURG, PA 16448  
 PHONE (814) 695-9863 CAR PARTS DIRECT (814) 696-0666  
 TOLL FREE (800) 262-7337 TRUCK PARTS DIRECT (814) 696-4440



CUSTOMER NO.	16055	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO.
		COLLEEN CONRAD	9450			
PAUL L BEARD 182 LOW GRADE ROAD WESTOVER, PA 16692		LABOR RATE 46.00	LICENSE NO. GWW9524	MILEAGE 5,740	COLOR SILVER FROS	STOCK NO. 8FC81
		YEAR / MAKE / MODEL 08/FORD/FOCUS/4DR SDN SES			DELIVERY DATE 02/28/08	DELIVERY MILES 00,310
		VEHICLE I.D. NO. 1 F A H P 3 5 N 6 8 W 1 3 8 2 0 8			SELLING DEALER NO. 44H451	PRODUCTION DATE 10/22/07
		F.T.E. NO.	P.O. NO.		R.O. DATE 06/17/08	

RESIDENCE PHONE 814-743-5339 BUSINESS PHONE COMMENTS EF AUTO 442 MO: 5740

LABOR & PARTS	J# 1 95FOZ	BODY REFINISH	HOURS: 2.70	TECH(S): 4839 7882	INTERNAL
		PAINT REPAIR.PPG			
				JOB # 1 TOTAL LABOR & PARTS	0.00
	J# 2+95FOZ01	GENERAL REFINISH REP	HOURS: 1.00	TECH(S): 5180	INTERNAL
				JOB # 2 TOTAL LABOR & PARTS	0.00
SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	21212		06/26/08	PAINT REPAIR	
				TOTAL - SUBLET	INTERNAL 0.00
G.O.G. & SUPPLIES					
JOB # 1	2.7	PAINT AND MATERIALS	@	/UNIT	INTERNAL 0.00
JOB # 2	1.0	PAINT AND MATERIALS	@	/UNIT	INTERNAL 0.00
				TOTAL - GOG	
TOTALS					
*****	*****	*****	*****	TOTAL LABOR....	0.00
*	*	*	*	TOTAL PARTS....	0.00
*	[ ] CASH	[ ] CHECK	CK NO. [ ]	TOTAL SUBLET...	0.00
*			*	TOTAL G.O.G....	0.00
*	[ ] VISA	[ ] MASTERCARD	[ ] DISCOVER	TOTAL MISC CHG.	0.00
*			*	TOTAL MISC DISC	0.00
*	[ ] AMER XPRESS	[ ] OTHER	[ ] CHARGE	TOTAL TAX.....	0.00
*****	*****	*****	*****	TOTAL INVOICE \$	0.00

PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.  
 YOU MAY RECEIVE A SURVEY FROM THE CAR MAKER. PLEASE TAKE A  
 FEW MINUTES AND FILL IT OUT AND RETURN IT. IT IS VERY  
 IMPORTANT TO US, AND WE WOULD APPRECIATE IT GREATLY!  
 THANK YOU FOR YOUR BUSINESS!!  
 The Stuckey Ford & Subaru Parts, Service and Collision Team.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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 INDICA-  
 TION 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 NOTIFI-  
 CATION AT THE SERVICING DEALER FOR  
 INSPECTION BY MANUFACTURER'S RE-  
 PRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

The factory warranty constitutes all of the  
 warranties with respect to the sale of this  
 item. The Seller hereby expressly  
 disclaims all warranties either express or  
 implied, including any implied warranty  
 of merchantability or fitness for a  
 particular purpose. Repairs made with  
 genuine Ford or Ford Authorized Re-  
 manufactured parts are warranted for 12  
 months, 12,000 miles. Repairs made  
 with other brand parts are warranted by  
 the manufacturer, and may not include  
 replacement labor.



# John Stuckey

## Ford



RT. 22 P.O. BOX 489 HOLLIDAYSBURG, PA 16648  
 PHONE (814) 695-9863 CAR PARTS DIRECT (814) 696-0666  
 TOLL FREE (800) 262-7337 TRUCK PARTS DIRECT (814) 696-4440



CUSTOMER NO. <b>16055</b>		ADVISOR <b>JOSH BARAN</b>	TAG NO. <b>5180</b>		INVOICE DATE <b>06/13/08</b>	INVOICE NO. <b>FOCB219354</b>
PAUL L BEARD 182 LOW GRADE ROAD WESTOVER, PA 16692		LABOR RATE <b>46.00</b>	LICENSE NO. <b>GWW9524</b>	MILEAGE <b>5,739</b>	COLOR <b>SILVER FROS</b>	STOCK NO. <b>8FC81</b>
		YEAR / MAKE / MODEL <b>08/FORD/FOCUS/4DR SDN SES</b>			DELIVERY DATE <b>02/28/08</b>	DELIVERY MILES <b>00,310</b>
		VEHICLE I.D. NO. <b>1FADP35N68W138208</b>			SELLING DEALER NO. <b>44H451</b>	PRODUCTION DATE <b>10/22/07</b>
RESIDENCE PHONE <b>814-743-5339</b>	BUSINESS PHONE	COMMENTS <b>E# AUTO 442</b>		R.O. DATE <b>05/19/08</b>	MO: <b>5739</b>	

LABOR & PARTS-----  
 J# 1 95FOZ BODY REFINISH HOURS: 11:30 TECH(S): 7882 INTERNAL  
 CLEAR COMING OFF LH ROCKER  
 REFINISH LEFT SIDE ROCKER PANEL

JOB # 1 TOTAL LABOR & PARTS

**0.00**

COMMENTS-----  
 DELETED OPERATION(S)  
 96FOZ BODY REPAIR

TOTALS-----

\*\*\*\*\*  
 \*  CASH  CHECK CK NO. [ ] \*  
 \*  VISA  MASTERCARD  DISCOVER \*  
 \*  AMER XPRESS  OTHER  CHARGE \*

TOTAL LABOR... 0.00  
 TOTAL PARTS... 0.00  
 TOTAL SUBLET... 0.00  
 TOTAL G.O.G... 0.00  
 TOTAL MISC CHG... 0.00  
 TOTAL MISC DISC 0.00  
 TOTAL TAX..... 0.00

TOTAL INVOICE \$

**0.00**

PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.  
 YOU MAY RECEIVE A SURVEY FROM THE CAR MAKER. PLEASE TAKE A  
 FEW MINUTES AND FILL IT OUT AND RETURN IT. IT IS VERY  
 IMPORTANT TO US. AND WE WOULD APPRECIATE IT GREATLY!  
 THANK YOU FOR YOUR BUSINESS!!

The Stuckey Ford & Subaru Parts, Service and Collision Team.

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 INDICA-  
 TION 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 NOTIFI-  
 CATION AT THE SERVICING DEALER FOR  
 INSPECTION BY MANUFACTURER'S RE-  
 PRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

The factory warranty constitutes all of the  
 warranties with respect to the sale of this  
 item. The Seller hereby expressly  
 disclaims all warranties either express or  
 implied, including any implied warranty  
 of merchantability or fitness for a  
 particular purpose. Repairs made with  
 genuine Ford or Ford Authorized Re-  
 manufactured parts are warranted for 12  
 months, 12,000 miles. Repairs made  
 with other brand parts are warranted by  
 the manufacturer, and may not include  
 replacement labor.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

THANK YOU

# John Stuckey

## Ford



RT-22 P.O. BOX 489 HOLLIDAYSBURG, PA 16648  
 PHONE (814) 696-9863 CAR PARTS DIRECT (814) 696-0666  
 TOLL FREE (800) 262-7337 TRUCK PARTS DIRECT (814) 696-4440



ON BEHALF OF SERVICING DEALER, I THEREBY 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 ANYWAY 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.

The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Repairs made with genuine Ford or Ford Authorized Remanufactured parts are warranted for 12 months, 12,000 miles. Repairs made with other brand parts are warranted by the manufacturer, and may not include replacement labor.

THANK  
YOU

(SIGNED)	DEALER, GENERAL, MANAGER OR AUTHORIZED PERSON	DATE	CARD NO.	INVOICE DATE	INVOICE NO.
CUSTOMER NO. 16055	ADVISOR JOSH BARAN	5180		05/16/08	F0CB218306
PAUL L BEARD 182 LOW GRADE ROAD WESTOVER, PA 16692	LABOR RATE 46.00	LICENSE NO. GW9524	MILEAGE IN 5738	COLOR SILVER FROS	STOCK NO. 8PC81
	YEAR / MAKE / MODEL 08/FORD/FOCUS/4DR SDN SES			DELIVERY DATE 02/28/08	DELIVERY MILES 00310
	VEHICLE ID NO. 1FADP35N68W138208			SELLING DEALER NO. 44H451	PRODUCTION DATE 10/22/07
RESIDENCE PHONE 814-743-5339	BUSINESS PHONE	COMMENTS		R.Q.DATE 04/30/08	
			E# AUTO 442		MO: 5738

LABOR & PARTS  
 J# 1 96FOZ BODY REPAIR HOURS: 0.50 TECH(S): 5872  
 RH REAR DOOR GLASS SEAL COMING OFF  
 REPLACE RIGHT REAR DOOR GLASS RUN CHANNEL

WARRANTY

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS-----

*****	TOTAL LABOR....	0.00
* [ ] CASH [ ] CHECK CK NO. [ ] *	TOTAL PARTS....	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *	TOTAL SUBLET....	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *	TOTAL G.O.G....	0.00
*****	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
*****	TOTAL INVOICE \$	0.00

PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.  
 YOU MAY RECEIVE A SURVEY FROM THE CAR MAKER. PLEASE TAKE A  
 FEW MINUTES AND FILL IT OUT AND RETURN IT. IT IS VERY  
 IMPORTANT TO US, AND WE WOULD APPRECIATE IT GREATLY!  
 THANK YOU FOR YOUR BUSINESS!!

The Stuckey Ford & Subaru Parts, Service and Collision Team.

CUSTOMER SIGNATURE

**John Stuckey** **Ford** 



RT. 22 P.O. BOX 489 HOLLIDAYSBURG, PA 16648  
PHONE (814) 695-9863 CAR PARTS DIRECT (814) 696-0666  
TOLL FREE (800) 262-7337 TRUCK PARTS DIRECT (814) 696-4440



CUSTOMER NO. <b>16055</b>		ADVISOR <b>DAENA WESTOVER</b>	6783	TAG NO.	INVOICE DATE <b>04/24/08</b>	INVOICE NO. <b>FOCB217440</b>	
PAUL L BEARD 182 LOW GRADE ROAD WESTOVER, PA 16692		LABOR RATE <b>46.00</b>	LICENSE NO. <b>GWW9524</b>	MILEAGE <b>5,737</b>	COLOR <b>SILVER FROS</b>	STOCK NO. <b>8FC81</b>	
		YEAR/MAKE/MODEL <b>08/FORD/FOCUS/4DR SDN SES</b>	VEHICLE I.D. NO. <b>1F A H P 3 5 N 6 8 W 1 3 8 2 0 8</b>	F.T.E. NO.	P.O. NO.	DELIVERY DATE <b>02/28/08</b>	DELIVERY MILES <b>00,310</b>
RESIDENCE PHONE <b>814-743-5339</b>		BUSINESS PHONE	COMMENTS EF AUTO 442			SELLING DEALER NO. <b>44H451</b>	PRODUCTION DATE <b>10/22/07</b>
						R.O. DATE <b>04/14/08</b>	
						MO: 5737	
LABOR & PARTS J# 1 96FOZ		BODY REPAIR	HOURS 6.20	TECH(S) 7882-8803	WARRANTY	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.	
		STONE BLASTED ON LT AND RT ROCKER, LOWER QUARTER, AND LOWER REAR DOORS REPAIR STONE BLASTED AREAS ON LEFT AND RIGHT SIDE ROCKER PAN ELS LOWER LEFT QUARTER PANEL AND LOWER RIGHT QUARTER PANEL AND LOWER LEFT AND RIGHT REAR DOORS PRIME SAND PRIMER AND PR EP FOR PAINT REFINISH LOWER LEFT AND RIGHT REAR DOOR BOTH SI DE ROCKER PANELS AND LOWER LEFT AND RIGHT QUARTER PANELS REINSTALL ALL PARTS REMOVED					
PARTS JOB # 1	QTY 1	FP-NUMBER 8S4Z-5421596-B	DESCRIPTION RUN - DOOR GLA	LIST PRICE-UNIT PRICE JOB # 1 TOTAL PARTS	WARRANTY 0.00		
				JOB # 1 TOTAL LABOR & PARTS	0.00		
COMMENTS DELETED OPERATION(S) 95FOZ		BODY REFINISH					
TOTALS				TOTAL LABOR... TOTAL PARTS... TOTAL SUBLET... TOTAL G.O.G... TOTAL MISC CHG. TOTAL MISC DISC TOTAL TAX.....	0.00 0.00 0.00 0.00 0.00 0.00 0.00		
***** * [ ] CASH [ ] CHECK CK NO. [ ] * * [ ] VISA [ ] MASTERCARD [ ] DISCOVER * * [ ] AMER XPRESS [ ] OTHER [ ] CHARGE * *****				TOTAL INVOICE \$	0.00		
PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY QUESTIONS. YOU MAY RECEIVE A SURVEY FROM THE CAR MAKER. PLEASE TAKE A FEW MINUTES AND FILL IT OUT AND RETURN IT. IT IS VERY IMPORTANT TO US, AND WE WOULD APPRECIATE IT GREATLY! THANK YOU FOR YOUR BUSINESS!!		The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Repairs made with genuine Ford or Ford Authorized Re-manufactured parts are warranted for 12 months, 12,000 miles. Repairs made with other brand parts are warranted by the manufacturer, and may not include replacement labor.					

**CUSTOMER SIGNATURE**

You may receive a survey from Ford.  
Please fill it out and return it, it's very  
important for us to know that you're happy.  
If you cannot mark the survey "completely  
satisfied", please call me immediately.

Thank you for your business.

Bruce Seiler, Parts & Service Director

## THANK YOU

# John Stuckey Ford



RT-22 P.O. BOX 489 HOLLIDAYSBURG, PA 16648  
 PHONE (814) 695-9863 CAR PARTS DIRECT (814) 696-0666  
 TOLL FREE (800) 262-7337 TRUCK PARTS DIRECT (814) 696-4440



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 ANYWAY 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.

The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Repairs made with genuine Ford or Ford Authorized Remanufactured parts are warranted for 12 months, 12,000 miles. Repairs made with other brand parts are warranted by the manufacturer, and may not include replacement labor.

THANK  
YOU

(SIGNED)		DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	DATE	CARD NO.	INVOICE DATE	INVOICE NO.
CUSTOMER NO. 16055		ADVISOR DAENA WESTOVER	6783		04/16/08	FOCB217448
PAUL L BEARD 182 LOW GRADE ROAD WESTOVER, PA 16692		LABOR RATE 46.00	LICENSE NO. GW99524	MEALAGE IN 5737	COLOR SILVER FROS	STOCK NO. 8FC81
		YEAR / MAKE / MODEL 08/FORD/FOCUS/4DR SDN SES			DELIVERY DATE 02/28/08	DELIVERY MILES 00310
		VEHICLE ID NO. 1FADP35N68W138208			SELLING DEALER NO. 44H451	PRODUCTION DATE 10/22/07
RESIDENCE PHONE 814-743-5339		BUSINESS PHONE	COMMENTS	E# AUTO 442	MO: 5738	

LABOR & PARTS-----  
 J# 1 17FOZ11C MUD FLAP CONTOUR 1PR HOURS: TECH(S):8803 30.00  
 LABOR TYPE - MENU PRICED  
 INSTALL 1 PAIR CONTOUR MUD FLAPS

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	LIST PRICE-----	UNIT PRICE-----
JOB # 1	1	8842-16A550-AA	KIT - MUDFLAP	45.00	45.00
				JOB # 1 TOTAL PARTS	45.00
				JOB # 1 TOTAL LABOR & PARTS	75.00

TOTALS-----

*****	TOTAL LABOR....	30.00
*	TOTAL PARTS....	45.00
*	TOTAL SUBLET....	0.00
*	TOTAL G.O.G....	0.00
*	TOTAL MISC CHG....	0.00
*	TOTAL MISC DISC....	0.00
*	TOTAL TAX.....	4.50
*****	TOTAL INVOICE \$	79.50

PLEASE DON'T HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.  
 YOU MAY RECEIVE A SURVEY FROM THE CAR MAKER. PLEASE TAKE A  
 FEW MINUTES AND FILL IT OUT AND RETURN IT. IT IS VERY  
 IMPORTANT TO US, AND WE WOULD APPRECIATE IT GREATLY!  
 THANK YOU FOR YOUR BUSINESS!!  
 The Stuckey Ford & Subaru Parts, Service and Collision Team.

CUSTOMER SIGNATURE

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

Paul Beard,

CIVIL DIVISION

Plaintiff,

NO.: 08-1305-CD

vs.

Ford Motor Company,

PROOF OF SERVICE

Defendant.

Filed on behalf of Plaintiff:  
Paul Beard

COUNSEL OF RECORD FOR THIS PARTY:

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

FILED NO cc  
M 11/3/08  
AUG 11 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Paul Beard,

**CIVIL DIVISION**

Plaintiff,

v.

No.: 08-1305-CD

Ford Motor Company,

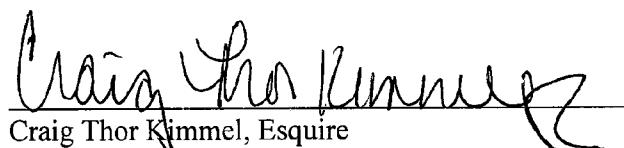
Defendant.

**PROOF OF SERVICE**

TO THE PROTHONOTARY:

Service of the complaint regarding the above captioned matter was made to Ford Motor Company, Office of the Secretary, One American Road, 10<sup>th</sup> floor, Dearborn, MI 48126, on 07/28/08, via U.S. First Class Mail, Certified /Return Receipt Requested. A representative of Defendant signed the return receipt on 07/30/08, a copy of which is attached.

**KIMMEL & SILVERMAN, P.C.**

  
\_\_\_\_\_  
Craig Thor Kimmel, Esquire  
Robert A. Rapkin, Esquire

Attorneys for Plaintiff(s)  
30 East Butler Pike  
Ambler, PA 19002  
(215) 540-8888

**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:

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature **JOSEPH BOWES**

**MANAGEMENT SERVICES**  Agent  
 Beneficiary  
 Recipient

B. Received by (Printed Name) **JOSEPH BOWES**

C. Date of Delivery  Yes  No

D. Is delivery address different from recipient?  Yes  No

If YES, enter delivery address below:

**DEARBORN**

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D. *None*

## 4. Restricted Delivery? (Extra Fee)

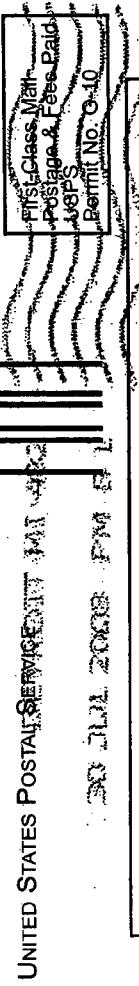
Yes

2. Article Number **7007 0220 0002 6233 29473120**  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M1540



• Sender: Please print your name, address, and ZIP+4 in this box •

KIMMEL & SILVERMAN, PC  
30 E. BUTLER PL  
AMBLER, PA 19502

7128

514 Paul Beaud J. Fond

514 CO07

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Paul Beard, et. al.,

Plaintiffs,

vs.

Ford Motor Company,

Defendant.

GENERAL DIVISION

CASE NO. 08-1305-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 Plaintiffs:

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

FILED  
M 12:46 a.m. GK  
AUG 18 2008 200 AMY  
William A. Shaw  
Prothonotary/Clerk of Courts (AO)

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Paul Beard, et. al.,

Case No. 08-1305-CD

Plaintiffs,

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

8/14/08

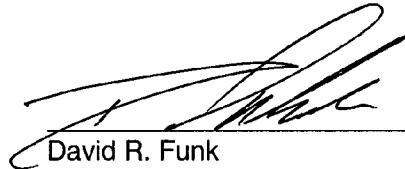


David R. Funk

## 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 Plaintiffs on this 14<sup>th</sup> day of August, 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

FILED  
M 12:45a.m. 6/16  
AUG 18 2008 2cc Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
GIC

Paul Beard, et. al.,

Plaintiffs,

vs.

Ford Motor Company,

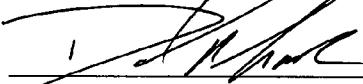
Defendant.

CIVIL DIVISION

CASE NO. 08-1305-CD

**TO PLAINTIFFS:  
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

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Paul Beard, et. al.,

Plaintiffs,

vs.

Ford Motor Company,

Defendant.

CASE NO. 08-1305-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 Plaintiffs' 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. Further, Ford admits it can be served through the Office of the Secretary. Ford denies the remaining allegations in paragraph 2 of the Complaint.
3. Ford only admits that the Plaintiffs purchased the subject vehicle on or about February 28, 2008. 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 Plaintiffs 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 Plaintiffs.

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 John Stuckey 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. Further answering, Ford admits that the Plaintiffs purchased a 60 month/60,000 mile Premium Care with

Roadside Extended Service Plan. 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. Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

57. Plaintiffs have stated no claim for relief entitling them to compensatory damages, attorneys fees and costs.

58. Plaintiffs have 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.

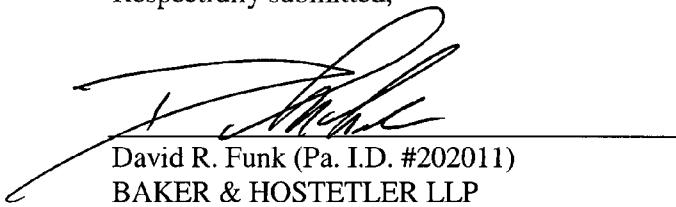
60. Subject to discovery, Plaintiffs have abused, misused and/or neglected the subject vehicle.

61. The alleged nonconformities do not constitute a substantial impairment.

62. Ford reserves the right to assert additional affirmative defenses.

Date: 8/14/08

Respectfully submitted,

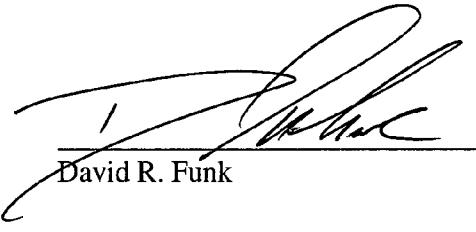


David R. Funk (Pa. I.D. #202011)  
BAKER & HOSTETLER LLP  
Capitol Square  
65 East State Street, Suite 2100  
Columbus, OH 43215-4260  
Telephone: (614) 228-1541  
Facsimile: (614) 462-2616  
Attorney for Ford Motor Company

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Answer to Plaintiffs' Complaint was served upon counsel for Plaintiffs on this 14<sup>th</sup> day of August, 2008, via regular U.S. mail, addressed as follows:

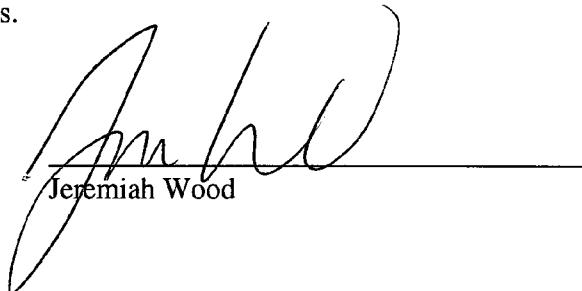
Craig Thor Kimmel, Esquire  
Ira P. Smades, Esquire  
Robert A. Rapkin, Esquire  
30 East Butler Pike  
Ambler, PA 19002

  
\_\_\_\_\_  
David R. Funk

**VERIFICATION**

I, Jeremiah Wood, 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.



A handwritten signature in black ink, appearing to read "J. Wood", is written over a horizontal line. Below the line, the name "Jeremiah Wood" is printed in a smaller, sans-serif font.

Dated: \_\_\_\_\_

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

ATTORNEY FOR PLAINTIFF

PAUL BEARD

v.

FORD MOTOR COMPANY

COURT OF COMMON PLEAS  
Clearfield County

08-1305-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 1cc + 1 Cert of  
m/11:35am disc issued to  
AUG 29 2008 Atty Rapkin

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

*COPY*

**Paul Beard**  
**Debbie Beard**

Vs.  
**Ford Motor Company**

No. 2008-01305-CD

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 29, 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 29th day of August A.D. 2008.

*William A. Shaw*  
\_\_\_\_\_  
William A. Shaw, Prothonotary