

FTS ATTACHMENT – DATED JULY 27, 2007
QUESTION NO. 12a – PART 2 OF 4



WOLOSHIN & KILLINO, P.C.

ATTORNEYS AT LAW

JEFFREY B. KILLINO, ESQUIRE
JKILLINO@WKLAWYER.COM

May 4, 2007

1800 JOHN F. KENNEDY BLVD.
11TH FLOOR
PHILADELPHIA, PA 19103-2925
TEL: (215) 569-2711
FAX: (215) 569-2741
WWW.WKLAWYER.COM

Via Certified Mail, Return Receipt
Requested (No. 7006 2150 0003 0088 7951)

Foreign Tire Sales, Inc.
2204 Morris Avenue
Union, N.J. 07083

**RE: Robert McCulley, Administrator of the Estate of Rafael
B. Melo, Deceased, et al. vs. General Motors Corporation, et al.**

To Whom It May Concern:

Enclosed herewith please find a Writ of Summons along with a Complaint in Civil Action in connection with the above-referenced matter.

Very truly yours,


JEFFREY B. KILLINO, ESQUIRE

JBK/bs
Enclosure

FTS 0889

CONTINUATION OF DEFENDANTS

ROMILDO DeSOUZA

6931 Oxford Avenue

1st Floor

Philadelphia, PA 19111

AND

RODRIGO DESA, a/k/a ROJERIO DESA

d/b/a BRAZIL'S AUTO REPAIR

717 Rhawn Street

Unit B-2

Philadelphia, PA 19152

AND

FUTURE TIRE COMPANY, LIMITED

1714-18 Memphis Street

Philadelphia, PA 19125

AND

RELIABLE TIRE COMPANY

805 North Black Horse Pike

Blackwood, N.J. 08012

AND

FOREIGN TIRE SALES, INC.

2204 Morris Avenue

Union, N.J. 07083

AND

RICHARD KUSKIN

2204 Morris Avenue

Union, N.J. 07083

AND

HANG ZHOU ZHONG CE RUBBER
COMPANY, LTD., a/k/a HANG ZHOU

RUBBER FACTORY, a/k/a HANG

ZHOU RUBBER GROUP

527 Dengyun Road

Hangzhou, China

AND

JOAO PAULO DaSILVA

43 North Welles Street

Wilkes-Barre, PA 18702

FTS 0890

Court of Common Pleas of Philadelphia County

Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

APRIL 2007 004376

PLAINTIFF'S NAME Robert E. McCulley, Admin. of Rafael Melo	DEFENDANT'S NAME General Motors Corp., c/o CT Corporation
PLAINTIFF'S ADDRESS 2843 Rhawn Street Philadelphia, PA 19152	DEFENDANT'S ADDRESS 1515 Market Street, Suite 1210 Philadelphia, PA 19102
PLAINTIFF'S NAME Robert E. McCulley, Admin. of Claudeir Figueiredo	DEFENDANT'S NAME Romildo DeSouza
PLAINTIFF'S ADDRESS 2843 Rhawn Street Philadelphia, PA 19152	DEFENDANT'S ADDRESS 6931 Oxford Ave., 1st Floor Philadelphia, PA 19111
PLAINTIFF'S NAME Carlos Souza	DEFENDANT'S NAME Rodrigo Desa a/k/a Rojerio Desa d/b/aBrazil's Auto
PLAINTIFF'S ADDRESS 6237 Crofton Street Philadelphia, PA 19149	DEFENDANT'S ADDRESS 717 Rhawn Street, Unit B-2 Philadelphia, PA 19152

TOTAL NUMBER OF PLAINTIFFS 3	TOTAL NO. OF DEFENDANTS 9	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
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AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other: _____	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition	<input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals	<input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival
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CASE TYPE AND CODE (SEE INSTRUCTIONS)
2V

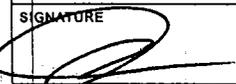
STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
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TO THE PROTHONOTARY:
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY Jeffrey B. Killino, Esquire	ADDRESS (SEE INSTRUCTIONS) 1800 John F. Kennedy Boulevard Philadelphia, PA 19103
PHONE NUMBER (215) 569-2711	FAX NUMBER (215) 569-2741

SUPREME COURT IDENTIFICATION NO. 89,999	E-MAIL ADDRESS jkillino@wklawyer.com
--	---

SIGNATURE 	DATE FTS 0891
--	------------------

CONTINUATION OF DEFENDANTS

FUTURE TIRE COMPANY, LIMITED

1714-18 Memphis Street

Philadelphia, PA 19125

AND

RELIABLE TIRE COMPANY

805 North Black Horse Pike

Blackwood, N.J. 08012

AND

FOREIGN TIRE SALES, INC.

2204 Morris Avenue

Union, N.J. 07083

AND

RICHARD KUSKIN

2204 Morris Avenue

Union, N.J. 07083

AND

HANG ZHOU ZHONG CE RUBBER
COMPANY, LTD., a/k/a HANG ZHOU

RUBBER FACTORY, a/k/a HANG
ZHOU RUBBER GROUP

527 Dengyun Road

Hangzhou, China

AND

JOAO PAULO DaSILVA

43 North Welles Street

Wilkes-Barre, PA 18702

FTS 0892

WOLOSHIN & KILLINO, P.C.
BY: JEFFREY B. KILLINO, ESQUIRE
IDENTIFICATION NO. 89999
11th Floor
1800 John F. Kennedy Boulevard
Philadelphia, PA 19103-2925
(215) 569-2711

ATTORNEY FOR PLAINTIFFS

ATTEST

MAY 4 - 2007

S. Garrett

ROBERT E. McCULLEY,
Administrator Of The Estate Of
RAFAEL B. MELO, DECEASED
2843 Rhawn Street
Philadelphia, PA 19152

AND

ROBERT E. McCULLEY,
Administrator Of The Estate Of
CLAUDEIR JOSE FIGUEIREDO,
DECEASED
2843 Rhawn Street
Philadelphia, PA 19152

AND

CARLOS SOUZA
6237 Crofton Street
Philadelphia, PA 19149

VS.

GENERAL MOTORS CORPORATION
c/o CT CORPORATION
1515 Market Street
Suite 1210
Philadelphia, PA 19102

AND

ROMILDO DeSOUZA
6931 Oxford Avenue
1st Floor
Philadelphia, PA 19111

AND

RODRIGO DESA, a/k/a ROJERIO DESA
d/b/a BRAZIL'S AUTO REPAIR
717 Rhawn Street
Unit B-2
Philadelphia, PA 19152

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

APRIL 2007

004376

JURY FEE PAID

JURY BY 12 DEMANDED

FTS 0893

AND :
 FUTURE TIRE COMPANY, LIMITED :
 1714-18 Memphis Street :
 Philadelphia, PA 19125 :
 AND :
 RELIABLE TIRE COMPANY :
 805 North Black Horse Pike :
 Blackwood, N.J. 08012 :
 AND :
 FOREIGN TIRE SALES, INC. :
 2204 Morris Avenue :
 Union, N.J. 07083 :
 AND :
 RICHARD KUSKIN :
 2204 Morris Avenue :
 Union, N.J. 07083 :
 AND :
 HANG ZHOU ZHONG CE RUBBER :
 COMPANY, LTD., a/k/a HANG ZHOU :
 RUBBER FACTORY, a/k/a HANG :
 ZHOU RUBBER GROUP :
 527 Dengyun Road :
 Hangzhou, China :
 AND :
 JOAO PAULO DaSILVA :
 43 North Welles Street :
 Wilkes-Barre, PA 18702 :

PRAECIPE

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons against Defendants, General Motors Corporation, Romildo DeSouza, Rodrigo Desa, a/k/a Rojerio Desa, d/b/a Brail's Auto Repair, Future Tire Company, Limited, Reliable Tire Company, Foreign Tire Sales, Inc., Richard Kuskin, Hang Zhou Zhong Ce Rubber Company, Ltd., a/k/a Hang Zhou Rubbert Factory, a/k/a Hang Zhou Rubber Group and Joao Paulo DaSilva, in connection with the above-captioned matter.

BY: 

JEFEREY B. KILLINO, ESQUIRE
 Attorney for Plaintiffs

Commonwealth of Pennsylvania

SUMMONS
CITACION

CITY AND COUNTY OF PHILADELPHIA

Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased
2843 Rhawn Street, Philadelphia, PA 19152
and Robert E. McCulley, Administrator of the Estate of Claudeir Jose Figueiredo, Deceased, 2843 Rhawn Street, Philadelphia, PA 19152 and Carlos Souza, 6237 Crofton Street, Philadelphia, PA 19149

COURT OF COMMON PLEAS

APRIL 2007

Term, 20_____

No. _____

004376

vs.

General Motors Corporation, c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19102
and See Attached Sheet

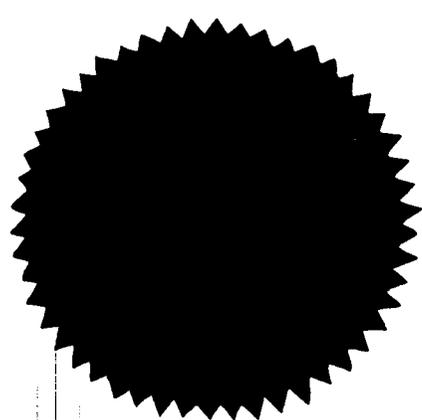
To⁽¹⁾ General Motors Corporation,
c/o CT Corporation
1515 Market Street, Suite 1210
Philadelphia, PA 19102
and
See Attached Sheet

COPIES FEE PAID

You are notified that the Plaintiff⁽²⁾
Usted esta avisado que el demandante⁽²⁾

Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased; Robert E. McCulley, Administrator of the Estate of Claudeir Jose Figueiredo, Deceased; and Carlos Souza

Has (have) commenced an action against you.
Ha (han) iniciado una accion en contra suya.



FTS 0895

JOSEPH H. EVERS
Prothonotary

ATTEST

By _____

MAY 4 - 2007

Date _____

S. Garrett

(1) Name(s) of Defendant(s)
(2) Name(s) of Plaintiff(s)

Court of Common Pleas of Philadelphia County

Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

PLAINTIFF'S NAME Robert E. McCulley, Admin. of Rafael B. Melo	DEFENDANT'S NAME General Motors Corp., c/o CT Corporation
PLAINTIFF'S ADDRESS 2843 Rhawn Street Philadelphia, PA 19152	DEFENDANT'S ADDRESS 1515 Market Street, Suite 1210 Philadelphia, PA 19102
PLAINTIFF'S NAME Robert E. McCulley, Admin. of Claudeir Figueiredo	DEFENDANT'S NAME Romildo DeSouza
PLAINTIFF'S ADDRESS 2843 Rhawn Street Philadelphia, PA 19152	DEFENDANT'S ADDRESS 6931 Oxford Ave., 1st Floor Philadelphia, PA 19111
PLAINTIFF'S NAME Carlos Souza	DEFENDANT'S NAME Rodrigo Desa a/k/a Rojerio Desa d/b/aBrazil's Auto
PLAINTIFF'S ADDRESS 6237 Crofton Street Philadelphia, PA 19149	DEFENDANT'S ADDRESS 717 Rhawn Street, Unit B-2 Philadelphia, PA 19152

TOTAL NUMBER OF PLAINTIFFS 3	TOTAL NO. OF DEFENDANTS 9	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
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2V

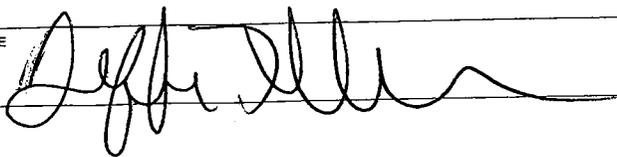
STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input checked="" type="checkbox"/>								
<input type="checkbox"/>	<input checked="" type="checkbox"/>								
<input type="checkbox"/>	<input checked="" type="checkbox"/>								

TO THE PROTHONOTARY:
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY Jeffrey B. Killino, Esquire	ADDRESS (SEE INSTRUCTIONS) 1800 John F. Kennedy Boulevard, 11th Floor Philadelphia, PA 19103
PHONE NUMBER (215) 569-2711	FAX NUMBER (215) 569-2741

SUPREME COURT IDENTIFICATION NO. 89,999	E-MAIL ADDRESS jkillino@wklawyer.com	FTS 0896
--	---	----------

SIGNATURE 	DATE
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CONTINUATION OF DEFENDANTS

FUTURE TIRE COMPANY, LIMITED
1714-18 Memphis Street
Philadelphia, PA 19125

AND

RELIABLE TIRE COMPANY
805 North Black Horse Pike
Blackwood, N.J. 08012

AND

FOREIGN TIRE SALES, INC.
2204 Morris Avenue
Union, N.J. 07083

AND

RICHARD KUSKIN
2204 Morris Avenue
Union, N.J. 07083

AND

HANG ZHOU ZHONG CE RUBBER
COMPANY, LTD., a/k/a HANG ZHOU
RUBBER FACTORY, a/k/a HANG
ZHOU RUBBER GROUP
527 Dengyun Road
Hangzhou, China

AND

JOAO PAULO DaSILVA
43 North Welles Street
Wilkes-Barre, PA 18702

WOLOSHIN & KILLINO, P.C.
BY: JEFFREY B. KILLINO, ESQUIRE
IDENTIFICATION NO. 89999
11th Floor
1800 John F. Kennedy Boulevard
Philadelphia, PA 19103-2925
(215) 569-2711

ATTORNEY FOR PLAINTIFFS

ROBERT E. McCULLEY,
Administrator Of The Estate Of
RAFAEL B. MELO, DECEASED
2843 Rhawn Street
Philadelphia, PA 19152

AND

ROBERT E. McCULLEY,
Administrator Of The Estate Of
CLAUDEIR JOSE FIGUEIREDO,
DECEASED
2843 Rhawn Street
Philadelphia, PA 19152

AND

CARLOS SOUZA
6237 Crofton Street
Philadelphia, PA 19149

VS.

GENERAL MOTORS CORPORATION
c/o CT CORPORATION
1515 Market Street
Suite 1210
Philadelphia, PA 19102

AND

ROMILDO DeSOUZA
6931 Oxford Avenue
1st Floor
Philadelphia, PA 19111

AND

RODRIGO DESA, a/k/a ROJERIO DESA
d/b/a BRAZIL'S AUTO REPAIR
717 Rhawn Street
Unit B-2
Philadelphia, PA 19152

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JURY BY 12 DEMANDED

April Term, 2007

FTS 0898

AND :
FUTURE TIRE COMPANY, LIMITED :
1714-18 Memphis Street :
Philadelphia, PA 19125 :

AND :
RELIABLE TIRE COMPANY :
805 North Black Horse Pike :
Blackwood, N.J. 08012 :

AND :
FOREIGN TIRE SALES, INC. :
2204 Morris Avenue :
Union, N.J. 07083 :

AND :
RICHARD KUSKIN :
2204 Morris Avenue :
Union, N.J. 07083 :

AND :
HANG ZHOU ZHONG CE RUBBER :
COMPANY, LTD., a/k/a HANG ZHOU :
RUBBER FACTORY, a/k/a HANG :
ZHOU RUBBER GROUP :
527 Dengyun Road :
Hangzhou, China :

AND :
JOAO PAULO DaSILVA :
43 North Welles Street :
Wilkes-Barre, PA 18702 :

No. 4376

NOTICE TO DEFEND

NOTICE

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 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 OUR WHERE YOU CAN GET LEGAL HELP.

PHILA. BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
(215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENCE ABOGADO O SINO TIENE EL DEINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFCINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociacion de Licenciados de Filadelfia
Servicio De Referencia e Informacion Lecal
One Reading Center
Filadelfia, Pennsylvania 19107
Telefono: (215) 238-1701

FTS 0899

WOLOSHIN & KILLINO, P.C.
BY: JEFFREY B. KILLINO, ESQUIRE
IDENTIFICATION NO. 89999
11th Floor
1800 John F. Kennedy Boulevard
Philadelphia, PA 19103-2925
(215) 569-2711

ATTORNEY FOR PLAINTIFFS

ROBERT E. McCULLEY,
Administrator Of The Estate Of
RAFAEL B. MELO, DECEASED
2843 Rhawn Street
Philadelphia, PA 19152

AND

ROBERT E. McCULLEY,
Administrator Of The Estate Of
CLAUDEIR JOSE FIGUEIREDO,
DECEASED
2843 Rhawn Street
Philadelphia, PA 19152

AND

CARLOS SOUZA
6237 Crofton Street
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VS.

GENERAL MOTORS CORPORATION
c/o CT CORPORATION
1515 Market Street
Suite 1210
Philadelphia, PA 19102

AND

ROMILDO DeSOUZA
6931 Oxford Avenue
1st Floor
Philadelphia, PA 19111

AND

RODRIGO DESA, a/k/a ROJERIO DESA
d/b/a BRAZIL'S AUTO REPAIR
717 Rhawn Street
Unit B-2
Philadelphia, PA 19152

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JURY BY 12 DEMANDED

April Term, 2007

AND :
FUTURE TIRE COMPANY, LIMITED :
1714-18 Memphis Street :
Philadelphia, PA 19125 :

AND :
RELIABLE TIRE COMPANY :
805 North Black Horse Pike :
Blackwood, N.J. 08012 :

AND :
FOREIGN TIRE SALES, INC. :
2204 Morris Avenue :
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527 Dengyun Road :
Hangzhou, China :

AND :
JOAO PAULO DaSILVA :
43 North Welles Street :
Wilkes-Barre, PA 18702 :

No. 4376

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased (hereinafter "Melo Administrator"); Plaintiff, Robert E. McCulley, Administrator of the Estate of Claudeir Jose Figueiredo, Deceased (hereinafter "Figueiredo Administrator"); Carlos Souza (hereinafter "Souza") (hereinafter collectively "Plaintiffs"), by and through the undersigned counsel, and complain of Defendant, General Motors Corporation (hereinafter "GM"); Defendant, Romildo DeSouza (hereinafter "Owner"); Defendant, Rodrigo Desa, a/k/a Rojerio Desa, d/b/a

Brazil's Auto Repair (hereinafter "Retailer"); Defendant, Future Tire Company, Limited (hereinafter "Wholesaler"); Defendant, Reliable Tire Company (hereinafter "Alternate Wholesaler"); Defendant, Foreign Tire Sales, Inc. (hereinafter "FTS"); Defendant, Richard Kuskin (hereinafter "Kuskin"); Defendant, Hang Zhou Zhong Ce Rubber Company, Ltd., a/k/a Hang Zhou Rubber Factory, a/k/a Hang Zhou Rubber Group (hereinafter "Manufacturer") (Retailer, Wholesaler, Alternate Wholesaler, FTS, Kuskin, and Manufacturer together hereinafter "Tire Defendants"); and Defendant, Joao Paulo DaSilva (hereinafter "Operator") (hereinafter collectively "Defendants"), as follows:

1. Plaintiff, Melo Administrator, is an adult individual residing at 2843 Rhawn Street, Philadelphia, PA 19152.

2. Plaintiff, Melo Administrator, has been duly appointed as Administrator and personal representative of the Estate of Rafael B. Melo, Deceased.

3. Rafael B. Melo, Deceased (hereinafter "Melo"), was an adult male born on April 11, 1986 who resided at 6237 Crofton Street, Philadelphia, PA 19149, prior to his death.

4. Plaintiff, Melo Administrator, brings this action as Administrator of the Estate of Rafael B. Melo, Deceased (hereinafter "Melo Estate") on behalf of the Estate and Melo's surviving wrongful death beneficiaries who are as follows: Natural Father, Aparecido Barbosa de Melo of Porto Velho, Brazil and Natural Mother, Maria Dos Santos Melo of Porto Velho, Brazil (hereinafter collectively "Melo Beneficiaries").

5. Melo was not married at the time of his death.

6. Plaintiff, Figueiredo Administrator, is an adult individual residing at 2843 Rhawn Street, Philadelphia, PA 19152.

7. Plaintiff, Figueiredo Administrator, has been duly appointed as Administrator and personal representative of the Estate of Claudeir Jose Figueiredo, Deceased.

8. Claudeir Jose Figueiredo, Deceased (hereinafter "Figueiredo"), was an adult male born on December 29, 1980 who resided at 6237 Crofton Street, Philadelphia, PA 19149, prior to his death.

9. Plaintiff, Figueiredo Administrator, brings this action as Administrator of the Estate of Claudeir Jose Figueiredo, Deceased (hereinafter "Figueiredo Estate") on behalf of the Estate and Figueiredo's surviving wrongful death beneficiaries who are as follows: Natural Father, Arlindo Teodoro Figueiredo of Ouro Preto, Brazil and Natural Mother, DeJanire Rose Figueiredo of Ouro Preto, Brazil (hereinafter collectively "Figueiredo Beneficiaries").

10. Figueiredo was not married at the time of his death.

11. Plaintiff, Carlos Souza, is an adult individual residing at 6237 Crofton Street, Philadelphia, PA 19149.

12. Defendant, GM, upon information and belief, is a Delaware Corporation, duly registered to conduct business in Pennsylvania as a foreign corporation with its registered agent for service of process being CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19102.

13. Defendant, GM, directly and through its agents, servants, employees and subsidiaries at all times mentioned herein and material hereto conducted regular, systematic continuous and substantial business within the Commonwealth of Pennsylvania and the City and County of Philadelphia.

14. Defendant, GM, directly and through its agents, servants, employees and subsidiaries at all times mentioned herein and material hereto was in the business of designing, manufacturing, assembling, selling and/or distributing Chevrolet motor vehicles including a model known as the 2000 Chevrolet Express 2500 Van and specifically one 2000 Chevrolet Express 2500 Cargo Van with vehicle identification number 1GCGG25R2Y1193092 (hereinafter "Defective Van").

15. Defendant, Owner, is an adult individual who resides at or has an office or usual place of business at 6931 Oxford Avenue, 1st Floor, Philadelphia, PA 19111, who directly and through his agents, servants, employees and subsidiaries at all times mentioned herein and material hereto conducted regular, systematic continuous and substantial business within the Commonwealth of Pennsylvania and the City and County of Philadelphia.

16. Defendant, Owner, at all times mentioned herein and material hereto owned, maintained and entrusted the Defective Van to his agent, Defendant, Operator.

17. Defendant, Retailer, is an adult individual residing at 717 Rhawn Street, Unit B-2, Philadelphia, PA 19152 with an office or usual place of business at 211 St. Mihiel Drive, Riverside, N.J. 08075, who directly and through his agents, servants, employees and subsidiaries at all times mentioned herein and material hereto conducted regular, systematic continuous and substantial business within the Commonwealth of Pennsylvania and the City and County of Philadelphia.

18. Defendant, Retailer, directly and through his agents, servants, employees and subsidiaries at all times mentioned herein and material hereto, sold to Defendant, Owner, one tubeless steel belted radial rubber light truck tire branded Compass Tellurid a/t size 245/75 R16 bearing Department of Transportation Number 7DT3FTS2304 (hereinafter "Defective Tire"), which was mounted on the left rear wheel of the Defective Van.

FTS 0904

19. Defendant, Wholesaler, is a New York Corporation duly registered with the Pennsylvania Corporation Bureau as a foreign corporation with an office or usual place of business at 1714-18 Memphis Street, Philadelphia, PA 19125 and a distribution warehouse at 2235 E. Castor Avenue, Philadelphia, PA, which directly and through its agents, servants, employees and subsidiaries at all times mentioned herein and material hereto conducted regular, systematic continuous and substantial business within the Commonwealth of Pennsylvania and the City and County of Philadelphia.

20. Defendant, Wholesaler, directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto, sold and distributed the Defective Tire to Defendant, Retailer.

21. Defendant, Alternate Wholesaler, upon information and belief is a New Jersey Corporation with an office or usual place of business at 805 North Black Horse Pike, Blackwood, N.J. 08021, which directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto conducted regular, systematic continuous and substantial business within the Commonwealth of Pennsylvania and the City and County of Philadelphia.

22. Defendant, Alternate Wholesaler, directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto, sold and distributed the Defective Tire to Defendant, Retailer.

23. Defendant, FTS, upon information and belief is a New Jersey Company with an office or usual place of business at 2204 Morris Avenue, Union, N.J. 07083 which, directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto

conducted regular, systematic continuous and substantial business within the Commonwealth of Pennsylvania and the City and County of Philadelphia.

24. Defendant, FTS, directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto, was in the business of designing, manufacturing, assembling, distributing and selling Compass Tellurid light truck rubber steel belted radial tires sized 245/75 R16, specifically including the Defective Tire.

25. Defendant, FTS, designed and drafted tire and manufacturing specifications for Compass Tellurid rubber steel belted radial tires sized 245/75 R16 and provided the designs, plans and manufacturing specifications to Defendant, Manufacturer, for production of these tires in China, specifically including the Defective Tire.

26. Defendant, FTS, acted as the sole United States distributor of Compass Tellurid light truck rubber steel belted radial tires sized 245/75 R16 and specifically the Defective Tire which was distributed and sold by FTS to Wholesaler or Alternate Wholesaler.

27. Defendant, Kuskin, upon information and belief is an adult individual and the President of FTS with an office or usual place of business at 2204 Morris Avenue, Union, N.J. 07083, who directly and through his agents, servants, employees and subsidiaries at all times mentioned herein and material hereto, conducted, regular, systematic, continuous and substantial business in the Commonwealth of Pennsylvania and City and County of Philadelphia.

28. Defendant, Kuskin, personally directed, controlled and participated in the design, manufacture, assembly, distribution and sale of the Defective Tire.

29. Defendant, Manufacturer, upon information and belief is a foreign corporation with an office or usual place of business at 527 Dengyun Road, Hangzhou, China, which directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto, conducted regular, systematic, continuous and substantial business in the Commonwealth of Pennsylvania and City and County of Philadelphia.

30. Defendant, Manufacturer, directly and through its agents, servants, employees and subsidiaries at all times mentioned herein and material hereto was in the business of designing, manufacturing, assembling, selling and/or distributing tubeless steel belted radial rubber light truck branded Compass Tellurid a/t size 245/75 R16 tires and specifically the Defective Tire.

31. Defendant, Manufacturer, directly and through its agents, servants, employees and subsidiaries, at all times mentioned herein and material hereto, sold and distributed the Defective Tire to Defendant, FTS.

32. Defendant, Operator, is an adult individual residing at 43 North Welles Street, Wilkes-Barre, PA 18702.

33. Defendant, Operator, at all times mentioned herein and material hereto, operated the Defective Van.

34. Prior to January 1, 2000, Defendant, GM, designed, manufactured, assembled, distributed and sold the Defective Van.

35. Prior to the 23rd production week of 2004, Defendants, Manufacturer, FTS and Kuskin, designed the Defective Tire.

36. During production week 23 of 2004, Defendants, Manufacturer, FTS and Kuskin, manufactured and assembled the Defective Tire.

37. After the 23rd production week of 2004, Defendants, Manufacturer, FTS and Kuskin, distributed or sold the Defective Tire to Defendant, Wholesaler and/or Defendant, Alternate Wholesaler.

38. After the 23rd production week of 2004 and before August 12, 2006, Defendant, Wholesaler or Alternate Wholesaler, distributed or sold the Defective Tire to Defendant, Retailer.

39. On or about September 9, 2004, Defendant, Owner, purchased the Defective Van and registered it with the Pennsylvania Department of Transportation under Tag Number YPM8974.

40. After September 9, 2004 and before August 12, 2006, Defendant, Retailer, distributed and sold the Defective Tire to Defendant, Owner, and mounted the Defective Tire on the left rear wheel of the Defective Van.

41. On or about August 12, 2006, a clear, warm, dry day, Defendant, Operator, was operating the Defective Van with Figueiredo positioned in the right front passenger seat, Melo positioned in the right rear passenger seat and Souza positioned in the left rear passenger seat.

42. The Defective Van with the Defective Tire mounted on the left rear wheel was traveling within the posted speed limit in a southerly direction on Pennsylvania Route 476 approaching the 80 mile marker.

43. At or around 2000 and prior thereto, Defendant, GM, designed, manufactured, assembled, distributed and sold the defective and unreasonably dangerous Defective Van.

44. Defendant, GM, expected the Defective Van to reach the consumer without substantial change in the condition in which it was sold.

45. The Defective Van actually reached the consumer without substantial change in the condition in which it was sold.

46. The Defective Van was unreasonably dangerous and defective in that it lacked one or more elements necessary to make it safe for its intended use.

47. The Defective Van was unreasonably dangerous and defective in that it contained one or more elements that made it unsafe for its intended use.

48. The Defective Van was not reasonably "crashworthy" because it failed to provide protection to Melo, Figueiredo and Souza against personal injury and death as a result of a motor vehicle collision.

49. The Defective Van was unreasonably dangerous and defective by reason of its design, manufacture and lack of warnings.

50. More specifically, the Defective Van was unreasonably dangerous and defective in that it was designed, manufactured and sold in such a condition that the track width was too narrow; the center of gravity was too high; the static stability factor was too low; the shock absorbers were not stiff enough; the stabilizer bars were not strong enough; the steering and suspension caused over-steer and under-steer maneuvers and conditions in case of a tire failure; the safety cage could not contain the occupants in a foreseeable crash; the door latches failed in a foreseeable crash allowing the occupants to be ejected from the vehicle; one or more seatbelts failed by reason of false latching or otherwise allowing occupants to be ejected from the Defective Van in a foreseeable crash; the windows were not glazed so as to prevent occupant ejection in foreseeable crashes; it lacked electronic stability control; it lacked warnings of the high roll-over propensity and other dangerous and defective conditions; the steering and suspension was designed and manufactured in such a fashion that the Defective Van would sway, swerve, be uncontrollable and unable to be kept on the highway in the event of a tire failure.

51. At or around 2000 and prior thereto, alternative, safer, practical designs of the Defective Van existed.

52. At and prior to the design, manufacture and sale of the Defective Van, GM knew and had reason to know that the Defective Van was unreasonable dangerous, defective and not crashworthy.

53. At and prior to the design, manufacture and sale of the Defective Van, GM knew and had reason to know that injury, aggravation of injury, more severe injury and death could arise.

54. At and prior to August 12, 2006, GM knew and had reason to know that the Defective Van was unreasonably dangerous, defective and not crashworthy.

55. At and prior to August 12, 2006, GM knew and had reason to know that the Defective Van would cause injury, aggravation of injury, more severe injury, ejection and death.

56. Despite knowing and having reason to know that the Defective Van was unreasonably dangerous, defective and not crashworthy and despite knowing and having reason to know that the Defective Van would cause injury, more severe injury, aggravation of injury, ejection and death, GM intentionally, purposely, willfully, wantonly and recklessly disregarded the rights and safety of Melo, Figueirido and Souza by designing, manufacturing and selling the Defective Van.

57. Despite knowing and having reason to know that alternative, safer and practical designs existed, GM intentionally, purposely, willfully, wantonly and recklessly disregarded the rights and safety of Melo, Figueirido and Souza by refusing to implement and utilize alternative, safer and practical designs for the Defective Van.

58. Despite knowing and having reason to know that the Defective Van was unreasonably dangerous, defective and not crashworthy and knowing that injury, more severe injury, aggravation

of injury, ejection and death would result and despite knowing that alternative, safer and practical designs existed, GM intentionally, purposely, willfully, wantonly and recklessly disregarded the rights and safety of Melo, Figueirido and Souza by failing and refusing to recall the Defective Van.

59. Shortly before August 12, 2006, Defendant, Owner, was operating the Defective Van with the Defective Tire mounted on the left rear wheel when suddenly and without warning the tread of the right rear tire which was also a Compass Tellurid light truck rubber steel belted radial tires sized 245/75 R16 separated from the belt.

60. Defendant, Owner, removed the right rear wheel and tire and replaced it with the manufacturer's original equipment spare wheel and Michelin tire which was a rubber steel belted radial light truck sized 245/75 R16 Department of Transportation Number B3JHBZTX449.

61. Despite this occurrence, Defendant, Owner, supplied the Defective Van with the Defective Tire mounted on the left rear wheel to Defendant, Operator for use on August 12, 2006.

62. At or around the 23rd production week of 2004 and prior thereto, Defendants, Manufacturer, FTS and Kuskin, designed, manufactured, assembled, sold and distributed the defective and unreasonably dangerous Defective Tire.

63. Defendants, Manufacturer, FTS and Kuskin, expected the Defective Tire to reach the consumer without substantial change in the condition in which it was sold.

64. The Defective Tire actually reached the consumer without substantial change in the condition in which it was sold.

65. The Defective Tire was unreasonably dangerous and defective in that it lacked one or more elements necessary to make it safe for its intended use.

66. The Defective Tire was unreasonably dangerous and defective in that it contained one or more elements that made it unsafe for its intended use.

67. The Defective Tire was defective by reason of its design, manufacture and lack of warnings.

68. The Defective Tire was unreasonably dangerous and defective in that it was designed, manufactured and sold in such a condition that the inner liner was inadequate (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation; the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation; the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation; the belt alignment is inadequate (misaligned), thereby causing tread-belt separation; the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation; the Defective Tire lacked nylon cap plys, thereby causing tread-belt separation; the tread-belt adhesion was inadequate, thereby causing tread-belt separation; the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation; the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation; the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation; the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation; the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation; the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation; the Defective Tire lacked adequate warnings.

69. At or around the 23rd production week of 2004 and prior thereto, alternative, safer, practical designs, manufacturing techniques and quality control systems for production of the Defective Tire existed.

70. At and prior to the design, manufacture, sale and/or distribution of the Defective Tire, Tire Defendants knew and had reason to know that the Defective Tire was unreasonably dangerous and defective.

71. At and prior to the design, manufacture, sale and/or distribution of the Defective Tire, Tire Defendants knew and had reason to know that the Defective Tire would fail by reason of tread-belt separation, thereby causing serious injury or death to Melo, Figueiredo and Souza.

72. At and prior to August 12, 2006, Tire Defendants knew and had reason to know that the Defective Tire was unreasonably dangerous and defective.

73. At and prior to August 12, 2006, Tire Defendants knew and had reason to know that the Defective Tire would fail by reason of tread-belt separation, thereby causing serious injury or death to Melo, Figueiredo and Souza.

74. Despite knowing and having reason to know that the Defective Tire was unreasonably dangerous and defective and despite knowing and having reason to know that the Defective Tire would fail by tread-belt separation, thereby causing serious injury or death to Melo, Figueiredo and Souza, Tire Defendants, intentionally, purposely, willfully, wantonly and recklessly disregarded the rights and safety of Melo, Figueiredo and Souza by designing, manufacturing, selling and/or distributing the Defective Tire.

75. Despite knowing and having reason to know that alternative, safer, practical designs, manufacturing techniques and quality control systems existed, Manufacturer, FTS and Kuskin,

intentionally, purposely, willfully, wantonly and recklessly disregarded the rights and safety of Melo, Figueiredo and Souza by refusing to implement and utilize alternative safer designs, manufacturing techniques and quality control systems for the production of the Defective Tire.

76. Despite knowing and having reason to know that the Defective Tire was unreasonably dangerous and defective and knowing that the Defective Tire would fail by tread-belt separation, thereby causing serious injury or death to Melo, Figueiredo and Souza and despite knowing that alternative safer, practical designs, manufacturing techniques and quality control systems existed, Manufacturer, FTS and Kuskin intentionally, purposely, willfully, wantonly and recklessly disregarded the rights and safety of Melo, Figueiredo and Souza by failing and refusing to recall the Defective Tire.

77. On or about August 12, 2006, while the Defective Van was being operated in a southerly direction in the right lane of Pennsylvania Route 476, approaching the 80 mile marker, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting position with the driver's side on the pavement and the passenger side of the Defective Van facing upwards.

78. The Operator was trapped in the vehicle and unable to see by reason of smoke, fog and steam and thus kicked a hole in the front windshield with his feet, thereby allowing his escape from the Defective Van.

79. Melo, Figueiredo and Souza had previously been ejected from the vehicle and were laying across different parts of the highway area.

80. As a direct and proximate result of the tread separation, rollover and crash, Figueiredo sustained serious and permanent injuries and subsequently died on August 12, 2006.

81. As a direct and proximate result of the tread separation, rollover and crash, Melo sustained serious and permanent injuries and subsequently died on August 24, 2006.

82. As a direct and proximate result of the tread separation, rollover and crash, Souza sustained serious and permanent injuries including but not limited to a closed head brain injury.

83. As a direct and proximate result of the tread separation, rollover and crash, Defendant, Operator, sustained serious and permanent injuries.

COUNT I - STRICT LIABILITY
MELO ADMINISTRATOR V. GM

84. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

85. The Defendant, GM is strictly liability under Section 402(a) of the Restatement of the Law of Torts Second and is liable for the injuries and death of Melo because:

(a) At all relevant times, Defendant, GM, was in the business of designing, manufacturing, assembling, selling and/or distributing Chevrolet Express Cargo Vans including the Defective Van;

(b) Defendant, GM, expected the Defective Van to reach the consumer without substantial change in the condition it was sold;

(c) The Defective Van actually reached the consumer without substantial change in the condition it was sold;

(d) At or around 2000 and prior thereto, alternative, safer, practical designs of the Defective Van existed;

86. Defendant, GM, breached its duties and obligations under Section 402(a) of the Restatement of the Law of Torts Second by:

(a) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in an unreasonably dangerous defective and unsafe condition;

(b) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in such a condition that the Defective Van lacked one or more elements necessary to make it safe for its intended use;

(c) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in such a condition that it contained one or more elements which made it unsafe for its intended use;

(d) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in such a condition that it was not reasonably crashworthy;

(e) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in such a condition that it swerved and steered out of control, rolled over and failed to keep the occupants contained within the Defective Van;

(f) Designing, manufacturing, assembling, selling and/or distributing the Defective Van such that it could be steered and control can be maintained in the event of a tire failure and such that occupants are contained within the Defective Van;

(g) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in such a condition that it lacked all necessary safety features to protect occupants;

(h) Designing, manufacturing, assembling, selling and/or distributing the Defective Van without the implementation of alternative safer, practical designs;

(i) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in a defective and unreasonably dangerous condition when it could have been designed more safely;

(j) Designing, manufacturing, assembling, selling and/or distributing the Defective Van without incorporating therein the state of the art of the scientific and technological knowledge available to GM at the time the Defective Van was placed on the market;

(k) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including a high rollover propensity;

(l) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including lack of electronic stability control;

(m) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including false latching seatbelts;

(n) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including lack of glazing;

(o) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including faulty door latching;

(p) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including a center of gravity which is too high;

(q) Designing, manufacturing, assembling, selling, distributing and failing to warn of the defective and dangerous conditions of the Defective Van including a track width which was too narrow;

(r) Designing, manufacturing, assembling, selling, distributing the Defective Van in such a condition that it had an extremely low static stability factor;

(s) Designing, manufacturing, assembling, selling and/or distributing the Defective Van in such a condition that it causes over-steering and under-steering in the event of tire failure.

87. As a direct and proximate result of Defendant, GM's designing, manufacturing, assembling selling and/or distributing of the Defective Van and Defendant, GM's corresponding violation of Section 402(a) of the Restatement of Law Torts Second on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby resulting in serious and permanent injuries, including but not limited to an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

88. As a direct and proximate result of the injuries and death, Melo, suffered great pain, anguish, sickness and anxiety.

89. As a direct and proximate result of the injuries and death, Melo, suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of Hedonic pleasures and the inability to attend to social and work obligations.

90. As a direct and proximate result of the injuries and death, Melo, has undergone a great loss of earnings and earning capacity and by reason of the death has sustained a great loss of all future earnings and earning capacity.

91. As a direct and proximate result of the injuries, Melo, has incurred medical, rehabilitative and other related expenses in an amount in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. Section 1701 et. seq., as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, General Motors Corporation, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT II - NEGLIGENCE
MELO ADMINISTRATOR VS. GM

92. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

93. Defendant, GM, negligently, carelessly and recklessly designed, manufactured, assembled, sold and/or distributed the Defective Van in such a condition that in the event of a foreseeable tire failure, the Defective Van would steer out of control, sway across the highway, rollover, strike an embankment and fail to contain the occupants.

94. The negligence, carelessness and recklessness of Defendant, GM, includes but is not limited to,

- (a) Choosing not to take reasonable care in the design of the Defective Van;
- (b) Choosing not to use reasonable care in the production of the Defective Van;
- (c) Choosing not to use reasonable care in the manufacture of the Defective Van;
- (d) Choosing not to use reasonable care in the assembly of the Defective Van;
- (e) Choosing not to reasonably and properly test and properly analyze the testing of the Defective Van under reasonably foreseeable circumstances;
- (f) Choosing not to use due care under the circumstances;
- (g) Choosing to violate Federal Standards and Regulations and Statutes pertaining to the obligation of an automobile manufacturer to recall and make modifications to its products after the manufacturer knows or should know of the defective nature of the Defective Van;
- (h) Choosing to violate Federal Regulations pertaining to motor vehicles;
- (i) Negligence at law;
- (j) Choosing not to take necessary steps to modify the Defective Van;
- (k) Choosing not to recall and retrofit the Defective Van;
- (l) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van such that the steering and suspension does not cause over-steer and under-steer in cases of tire failure;
- (m) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with a wider track width;

(n) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with a lower center of gravity;

(o) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with a higher static stability factor;

(p) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with stiffer shock absorbers;

(q) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with stronger stabilize bars;

(r) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with seatbelts that do not false latch;

(s) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with door latches that will not fail during reasonable foreseeable crashes and rollovers;

(t) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van with glazing to contain occupants in the event of a reasonably foreseeable crash or rollover;

(u) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van such that all occupants would be contained in the event of a reasonably foreseeable rollover or crash;

(v) Choosing not to design, manufacture, assemble, sell and/or distribute the Defective Van in such a condition that it will not sway, serve and steer out of control thereby resulting in rollover and crashes in the event of a reasonably foreseeable tire failure;

95. As a direct and proximate result of the negligence, negligence per se, carelessness, and recklessness of Defendant, GM, Melo was caused to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

96. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

97. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

98. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

99. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, General Motors Corporation, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00),

together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT III - BREACH OF WARRANTY
MELO ADMINISTRATOR VS. GM

100. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

101. Defendant, GM, breached its warranties, both express and implied, that the Defective Van was safe and proper for its intended and foreseeable use and was designed and manufactured such that it would be safe for its intended use.

102. Defendant, GM, breached its warranties, both express and implied, by designing, manufacturing, assembling and selling the Defective Van such that it was unsafe, defective and of non-merchantable quality and not reasonably safe for the uses for which it was intended or for which was reasonably foreseeable.

103. As a direct and proximate result of Defendant, GM's, breach of its express and implied warranties, Melo was caused to sustain serious and permanent injuries, serious impairment bodily function, permanent and serious disfigurement, and other conditions, including but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

104. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

105. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

106. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

107. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, General Motors Corporation, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT IV - WRONGFUL DEATH
MELO ADMINISTRATOR V. GM

108. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

109. As a direct and proximate result of Defendant, GM's, negligence, negligence per se, carelessness and recklessness and liability pursuant to 402(A) of the Restatement of Torts

Second, the Defective Van was in such a condition that in the event of a foreseeable tire failure, the Defective Van would steer out of control, sway across the highway, rollover, strike an embankment and fail to contain the occupants, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

110. Plaintiff brings this action on behalf of the Melo Beneficiaries pursuant to the Pennsylvania Wrongful Death Act, 42 Pa. C.S.A. §8301 et. seq. (hereinafter "Wrongful Death Act") and claims all damages recoverable under the Pennsylvania Wrongful Death Act.

111. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been caused to incur and pay large and various expenses medical treatment rendered to Melo until the time of his death and to incur various funeral, cremation and estate administration expenses for which Plaintiff is entitled to compensation in this proceeding along with all other damages recoverable under the Pennsylvania Wrongful Death Act.

112. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries suffered, are suffering and will for an indefinite period of time in the future suffer damages, injuries losses, including but not limited to, a loss of financial support, and the Melo Beneficiaries have been wrongfully deprived of the contributions they would have received from Melo, including monies which Melo would have provided for items such as clothing, shelter, food, medical care, education, entertainment, recreation and gifts.

113. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the services, society and comfort which Melo would have provided including work around the home, physical comforts and services, society and comfort.

114. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the guidance, tutelage and moral upbringing which they would have received but for Melo's wrongful death.

115. No recovery for any damages was made during Decedent's lifetime.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, General Motors Corporation, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT V - SURVIVAL ACT
MELO ADMINISTRATOR VS. GM

116. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

117. As a direct and proximate result of Defendant, GM's, negligence, negligence per se, carelessness, recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, the Defective Van was in such a condition that in the event of a foreseeable tire failure, the Defective

Van would steer out of control, sway across the highway, rollover, strike an embankment and fail to contain the occupants, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

118. Plaintiff brings this action as Administrator of the Estate and on behalf of the Melo Estate pursuant to the Pennsylvania Survival Act, 42 Pa. C.S.A. §8302 et. seq. (hereinafter "Survival Act") and claims all damages recoverable under the Survival Act.

119. As a direct and proximate result of the injuries and death of Melo, the Melo Estate suffered damages and losses for the total amount Melo would have earned between August 12, 2006 and his death.

120. As a direct and proximate result of the injuries and death of Melo, the Melo Estate has suffered losses for the total net amount Melo would have earned between August 12, 2006 and the end of Melo's work life expectancy subject to the cost of maintenance and support.

121. As a direct and proximate result of the injuries and death of Melo, the Melo Estate, is entitled to be fairly and adequately compensated for the mental and physical pain, suffering and inconvenience that Melo endured from the moment of the August 12, 2006 injury to the moment of the August 24, 2006 death.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, General Motors Corporation, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00),

together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT VI - STRICT PRODUCTS LIABILITY
MELO ADMINISTRATOR VS. OWNER

122. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

123. Defendant, Owner, is strictly liable under Section 402(a) of the Restatement of the Law of Torts (Second) and is liable for the injuries and death of Melo because:

(a) At all relevant times Defendant, Owner, was in the business of supplying Compass Tellurid tires and specifically, the Defective Tire;

(b) Defendant, Owner, expected the Defective Tire to reach the consumer without substantial change in the condition it was sold;

(c) The Defective Tire actually reached the consumer without substantial change in the condition in which it was sold;

(d) At or around the 23rd production week of 2004 and prior thereto, alternative safer, practical designs, manufacturing techniques and quality control systems for production of the Defective Tire existed.

124. Defendant, Owner, breached its duties and obligations under Section 402(a) of the Restatement of the Law of Torts (Second) by:

(a) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(c) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

(d) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(e) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(f) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire lacked nylon cap plies, thereby causing tread-belt separation;

(g) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

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(h) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(i) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(j) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(k) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(l) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(m) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(n) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in such a condition that the Defective Tire lacked adequate warnings

(o) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire without implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(p) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(q) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire without adequate and proper testing;

(r) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire without proper quality control;

(s) Designing, manufacturing, assembling, selling, distributing and/or supplying the Defective Tire without adequate warning;

125. As a direct and proximate result of Defendant, Owner's, supplying of the Defective Tire and Defendant, Owner's corresponding violation of Section 402(a) of the Restatement of the Law of Torts (Second), on or about August 12, 2006, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting with the driver's side on the pavement and the passenger side of the Defective Van facing upwards with such force as to cause Decedent permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

126. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

127. As a direct and proximate result of the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

128. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

129. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Owner, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT VII - NEGLIGENCE
MELO ADMINISTRATOR VS. OWNER

130. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

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131. On or about August 12, 2006, Defendant, Operator, carelessly and negligently operated and drove the Defective Van with the Defective Tire mounted on the left rear wheel within the posted speed limit in a southerly direction on Pennsylvania Route 476 approaching the 80 mile marker, when suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting with the driver's side on the pavement and the passenger side of the vehicle facing upwards with such force as to cause Melo serious and permanent injuries and/or death.

132. The negligence, carelessness and recklessness of Defendant, Owner, includes but is not limited to the following:

(a) Negligently entrusting the Defective Van to Defendant, Operator, thereby allowing Defendant, Operator, to fail to be highly vigilant and maintain sufficient control of the Defective Van;

(b) Negligently entrusting the Defective Van to Defendant, Operator, thereby allowing Defendant, Operator, to fail to keep the Defective Van under proper and adequate control;

(c) Failing to maintain the Defective Van and the Defective Tire in a safe and non-defective condition;

(d) Failing to warn;

(e) Failing to take reasonable action after the right rear tire detreaded;

133. As a direct and proximate result of the negligence and carelessness of Defendant, Owner, Melo was caused to sustain serious and permanent injuries, serious impairment of bodily

function, permanent and serious disfigurement and other conditions, thereby resulting in serious and permanent injuries and death.

134. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

135. As a direct and proximate result of the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

136. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

137. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Owner, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT VIII - WRONGFUL DEATH
MELO ADMINISTRATOR VS. OWNER

138. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

139. As a direct and proximate result of Defendant, Owner's, negligence, negligence per se, carelessness and recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

140. Plaintiff brings this action on behalf of the Melo Beneficiaries pursuant to the Pennsylvania Wrongful Death Act, 42 Pa. C.S.A. §8301 et. seq. (hereinafter "Wrongful Death Act") and claims all damages recoverable under the Pennsylvania Wrongful Death Act.

141. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been caused to incur and pay large and various expenses medical treatment rendered to Melo until the time of his death and to incur various funeral, cremation and estate administration expenses for which Plaintiff is entitled to compensation in this proceeding along with all other damages recoverable under the Pennsylvania Wrongful Death Act.

142. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries suffered, are suffering and will for an indefinite period of time in the future suffer

damages, injuries losses, including but not limited to, a loss of financial support, and the Melo Beneficiaries have been wrongfully deprived of the contributions they would have received from Melo, including monies which Melo would have provided for items such as clothing, shelter, food, medical care, education, entertainment, recreation and gifts.

143. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the services, society and comfort which Melo would have provided including work around the home, physical comforts and services, society and comfort.

144. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the guidance, tutelage and moral upbringing which they would have received but for Melo's wrongful death.

145. No recovery for any damages was made during Decedent's lifetime.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Owner, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT IX - SURVIVAL ACT
MELO ADMINISTRATOR VS. OWNER

146. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

147. As a direct and proximate result of Defendant, Owner's, negligence, negligence per se, carelessness, recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

148. Plaintiff brings this action as Administrator of the Estate and on behalf of the Melo Estate pursuant to the Pennsylvania Survival Act, 42 Pa. C.S.A. §8302 et. seq. (hereinafter "Survival Act") and claims all damages recoverable under the Survival Act.

149. As a direct and proximate result of the injuries and death of Melo, the Melo Estate suffered damages and losses for the total amount Melo would have earned between August 12, 2006 and his death.

150. As a direct and proximate result of the injuries and death of Melo, the Melo Estate has suffered losses for the total net amount Melo would have earned between August 12, 2006 and the end of Melo's work life expectancy subject to the cost of maintenance and support.

151. As a direct and proximate result of the injuries and death of Melo, the Melo Estate, is entitled to be fairly and adequately compensated for the mental and physical pain, suffering and inconvenience that Melo endured from the moment of the August 12, 2006 injury to the moment of the August 24, 2006 death.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Owner, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT X - STRICT PRODUCTS LIABILITY
MELO ADMINISTRATOR VS. RETAILER

152. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

153. Defendant, Retailer, is strictly liable under Section 402(a) of the Restatement of the Law of Torts (Second) and is liable for the injuries and death of Melo because:

(a) At all relevant times Defendant, Retailer, was in the business of designing, manufacturing, assembling, selling and/or distributing Compass Tellurid tires and specifically, the Defective Tire;

(b) Defendant, Retailer, expected the Defective Tire to reach the consumer without substantial change in the condition it was sold;

(c) The Defective Tire actually reached the consumer without substantial change in the condition in which it was sold;

(d) At or around the 23rd production week of 2004 and prior thereto, alternative safer, practical designs, manufacturing techniques and quality control systems for production of the Defective Tire existed.

154. Defendant, Retailer, breached its duties and obligations under Section 402(a) of the Restatement of the Law of Torts (Second) by:

(a) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

(e) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire lacked nylon cap plys, thereby causing tread-belt separation;

(h) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

(i) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(l) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(p) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(q) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate and proper testing;

(r) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without proper quality control;

(s) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate warning;

155. As a direct and proximate result of Defendant, Retailer's, designing, manufacturing, selling and/or distributing the Defective Tire and Defendant, Retailer's corresponding violation of Section 402(a) of the Restatement of the Law of Torts (Second) on or about August 12, 2006, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass and became to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting with the driver's side on the pavement and the passenger

side of the Defective Van facing upwards with such force as to cause Melo serious and permanent disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

155. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

156. As a direct and proximate result of the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

157. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

158. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Retailer, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XI - NEGLIGENCE
MELO ADMINISTRATOR VS. RETAILER

159. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

160. Defendant, Retailer, negligently, carelessly and recklessly designed, manufactured, assembled, sold, and distributed the Defective Van in such a condition that on or about August 12, 2006, while the Defective Van was being operated in a southerly direction in the right lane of Pennsylvania Route 476, approaching the 80 mile marker, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting position with the driver's side on the pavement and the passenger side of the Defective Van facing upwards.

161. The negligence, carelessness and recklessness of Defendant, Retailer, includes, but is not limited to the following:

(a) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough

butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

(e) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire lacked nylon cap plies, thereby causing tread-belt separation;

(h) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

(i) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Choosing to design, manufacture, assemble, sell and distribute the Defective

Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(l) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire lacked adequate warnings;

(p) Failing to design, manufacture, assemble, sell and/or distribute the Defective Tire with implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(q) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(r) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire without adequate and proper testing;

(s) Choosing to design, manufacture, assemble, sell and/or distribute the Defective Tire without proper quality control;

(t) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire without adequate warning;

(u) Violating Federal Standards and Regulations and Statutes pertaining to the obligation of a tire manufacturer or distributor to recall or make modifications to its product after the manufacturer, distributor knows or should know of the defective nature of its tire;

(v) Violating Federal Regulations pertaining to tires and motor vehicles;

(w) Choosing not to warn of the defective conditions of the Defective Tire;

162. As a direct and proximate result of the negligence, negligence per se, carelessness and recklessness of Defendant, Retailer, Melo was caused to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

163. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

164. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

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165. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

166. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Retailer, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XII - BREACH OF WARRANTY
MELO ADMINISTRATOR VS. RETAILER

167. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

168. Defendant, Retailer, breached its warranties, both express and implied, that the Defective Van was safe and proper for its intended and foreseeable use and was designed and manufactured such that it would be safe for its intended use.

169. Defendant, Retailer, breached its warranties, both express and implied, by designing, manufacturing, assembling and selling the Defective Van such that it was unsafe, defective and of

non-merchantable quality and not reasonably safe for the uses for which it was intended or for which was reasonably foreseeable.

170. As a direct and proximate result of Defendant, Retailer's, breach of its express and implied warranties, Melo was caused to sustain serious and permanent injuries, serious impairment bodily function, permanent and serious disfigurement, and other conditions, including but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

171. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

172. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

173. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

174. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Retailer, Individually and Jointly and Severally with Defendants in an amount to exceed

the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XIII - WRONGFUL DEATH
MELO ADMINISTRATOR V. RETAILER

175. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

176. As a direct and proximate result of Defendant, Retailer's, negligence, negligence per se, carelessness and recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

177. Plaintiff brings this action on behalf of the Melo Beneficiaries pursuant to the Pennsylvania Wrongful Death Act, 42 Pa. C.S.A. §8301 et. seq. (hereinafter "Wrongful Death Act") and claims all damages recoverable under the Pennsylvania Wrongful Death Act.

178. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been caused to incur and pay large and various expenses medical treatment rendered to Melo until the time of his death and to incur various funeral, cremation and estate

administration expenses for which Plaintiff is entitled to compensation in this proceeding along with all other damages recoverable under the Pennsylvania Wrongful Death Act.

179. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries suffered, are suffering and will for an indefinite period of time in the future suffer damages, injuries losses, including but not limited to, a loss of financial support, and the Melo Beneficiaries have been wrongfully deprived of the contributions they would have received from Melo, including monies which Melo would have provided for items such as clothing, shelter, food, medical care, education, entertainment, recreation and gifts.

180. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the services, society and comfort which Melo would have provided including work around the home, physical comforts and services, society and comfort.

181. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the guidance, tutelage and moral upbringing which they would have received but for Melo's wrongful death.

182. No recovery for any damages was made during Decedent's lifetime.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Retailer, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XIV - SURVIVAL ACT
MELO ADMINISTRATOR VS. RETAILER

183. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

184. As a direct and proximate result of Defendant, Retailer's, negligence, negligence per se, carelessness, recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

185. Plaintiff brings this action as Administrator of the Estate and on behalf of the Melo Estate pursuant to the Pennsylvania Survival Act, 42 Pa. C.S.A. §8302 et. seq. (hereinafter "Survival Act") and claims all damages recoverable under the Survival Act.

186. As a direct and proximate result of the injuries and death of Melo, the Melo Estate suffered damages and losses for the total amount Melo would have earned between August 12, 2006 and his death.

187. As a direct and proximate result of the injuries and death of Melo, the Melo Estate has suffered losses for the total net amount Melo would have earned between August 12, 2006 and the end of Melo's work life expectancy subject to the cost of maintenance and support.

188. As a direct and proximate result of the injuries and death of Melo, the Melo Estate, is entitled to be fairly and adequately compensated for the mental and physical pain, suffering and inconvenience that Melo endured from the moment of the August 12, 2006 injury to the moment of the August 24, 2006 death.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Retailer, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XV - STRICT PRODUCTS LIABILITY
MELO ADMINISTRATOR VS. WHOLESALER

189. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

190. Defendant, Wholesaler, is strictly liable under Section 402(a) of the Restatement of the Law of Torts (Second) and is liable for the injuries and death of Melo because:

(a) At all relevant times Defendant, Wholesaler, was in the business of designing, manufacturing, assembling, selling and/or distributing Compass Tellurid tires and specifically, the Defective Tire;

(b) Defendant, Wholesaler, expected the Defective Tire to reach the consumer without substantial change in the condition it was sold;

(c) The Defective Tire actually reached the consumer without substantial change in the condition in which it was sold;

(d) At or around the 23rd production week of 2004 and prior thereto, alternative safer, practical designs, manufacturing techniques and quality control systems for production of the Defective Tire existed.

191. Defendant, Wholesaler, breached its duties and obligations under Section 402(a) of the Restatement of the Law of Torts (Second) by:

(a) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

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(e) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire lacked nylon cap plies, thereby causing tread-belt separation;

(h) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

(i) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

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(l) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(p) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(q) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate and proper testing;

(r) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without proper quality control;

(s) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate warning;

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192. As a direct and proximate result of Defendant, Wholesaler's, designing, manufacturing, selling and/or distributing the Defective Tire and Defendant, Wholesaler's corresponding violation of Section 402(a) of the Restatement of the Law of Torts (Second) on or about August 12, 2006, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass and became to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting with the driver's side on the pavement and the passenger side of the Defective Van facing upwards with such force as to cause Melo serious and permanent disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

193. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

194. As a direct and proximate result of the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

195. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

196. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits

required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XVI - NEGLIGENCE
MELO ADMINISTRATOR VS. WHOLESALER

197. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

198. Defendant, Wholesaler, negligently, carelessly and recklessly designed, manufactured, assembled, sold, and distributed the Defective Van in such a condition that on or about August 12, 2006, while the Defective Van was being operated in a southerly direction in the right lane of Pennsylvania Route 476, approaching the 80 mile marker, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting position with the driver's side on the pavement and the passenger side of the Defective Van facing upwards.

199. The negligence, carelessness and recklessness of Defendant, Wholesaler, includes, but is not limited to the following:

(a) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

(e) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire lacked nylon cap plies, thereby causing tread-belt separation;

(h) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

(i) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(l) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire lacked adequate warnings;

(p) Failing to design, manufacture, assemble, sell and/or distribute the Defective Tire with implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(q) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(r) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire without adequate and proper testing;

(s) Choosing to design, manufacture, assemble, sell and/or distribute the Defective Tire without proper quality control;

(t) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire without adequate warning;

(u) Violating Federal Standards and Regulations and Statutes pertaining to the obligation of a tire manufacturer or distributor to recall or make modifications to its product after the manufacturer, distributor knows or should know of the defective nature of its tire;

(v) Violating Federal Regulations pertaining to tires and motor vehicles;

(w) Choosing not to warn of the defective conditions of the Defective Tire;

200. As a direct and proximate result of the negligence, negligence per se, carelessness and recklessness of Defendant, Wholesaler, Melo was caused to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions,

including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

201. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

202. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

203. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

204. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

FTS 0961

COUNT XVII - BREACH OF WARRANTY
MELO ADMINISTRATOR VS. WHOLESALER

205. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

206. Defendant, Wholesaler, breached its warranties, both express and implied, that the Defective Van was safe and proper for its intended and foreseeable use and was designed and manufactured such that it would be safe for its intended use.

207. Defendant, Wholesaler, breached its warranties, both express and implied, by designing, manufacturing, assembling and selling the Defective Van such that it was unsafe, defective and of non-merchantable quality and not reasonably safe for the uses for which it was intended or for which was reasonably foreseeable.

208. As a direct and proximate result of Defendant, Wholesaler's, breach of its express and implied warranties, Melo was caused to sustain serious and permanent injuries, serious impairment bodily function, permanent and serious disfigurement, and other conditions, including but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

209. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

210. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

211. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

212. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XVIII - WRONGFUL DEATH
MELO ADMINISTRATOR V. WHOLESALER

213. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

214. As a direct and proximate result of Defendant, Wholesaler's, negligence, negligence per se, carelessness and recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to

sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

215. Plaintiff brings this action on behalf of the Melo Beneficiaries pursuant to the Pennsylvania Wrongful Death Act, 42 Pa. C.S.A. §8301 et. seq. (hereinafter "Wrongful Death Act") and claims all damages recoverable under the Pennsylvania Wrongful Death Act.

216. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been caused to incur and pay large and various expenses medical treatment rendered to Melo until the time of his death and to incur various funeral, cremation and estate administration expenses for which Plaintiff is entitled to compensation in this proceeding along with all other damages recoverable under the Pennsylvania Wrongful Death Act.

217. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries suffered, are suffering and will for an indefinite period of time in the future suffer damages, injuries losses, including but not limited to, a loss of financial support, and the Melo Beneficiaries have been wrongfully deprived of the contributions they would have received from Melo, including monies which Melo would have provided for items such as clothing, shelter, food, medical care, education, entertainment, recreation and gifts.

218. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the services, society and comfort which Melo would have provided including work around the home, physical comforts and services, society and comfort.

219. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the guidance, tutelage and moral upbringing which they would have received but for Melo's wrongful death.

220. No recovery for any damages was made during Decedent's lifetime.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XIX - SURVIVAL ACT
MELO ADMINISTRATOR VS. WHOLESALER

221. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

222. As a direct and proximate result of Defendant, Wholesaler's, negligence, negligence per se, carelessness, recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

223. Plaintiff brings this action as Administrator of the Estate and on behalf of the Melo Estate pursuant to the Pennsylvania Survival Act, 42 Pa. C.S.A. §8302 et. seq. (hereinafter "Survival Act") and claims all damages recoverable under the Survival Act.

224. As a direct and proximate result of the injuries and death of Melo, the Melo Estate suffered damages and losses for the total amount Melo would have earned between August 12, 2006 and his death.

225. As a direct and proximate result of the injuries and death of Melo, the Melo Estate has suffered losses for the total net amount Melo would have earned between August 12, 2006 and the end of Melo's work life expectancy subject to the cost of maintenance and support.

226. As a direct and proximate result of the injuries and death of Melo, the Melo Estate, is entitled to be fairly and adequately compensated for the mental and physical pain, suffering and inconvenience that Melo endured from the moment of the August 12, 2006 injury to the moment of the August 24, 2006 death.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

FTS 0966

COUNT XX - STRICT PRODUCTS LIABILITY
MELO ADMINISTRATOR VS. ALTERNATE WHOLESALER

227. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

228. Defendant, Alternate Wholesaler, is strictly liable under Section 402(a) of the Restatement of the Law of Torts (Second) and is liable for the injuries and death of Melo because:

(a) At all relevant times Defendant, Alternate Wholesaler, was in the business of designing, manufacturing, assembling, selling and/or distributing Compass Tellurid tires and specifically, the Defective Tire;

(b) Defendant, Alternate Wholesaler, expected the Defective Tire to reach the consumer without substantial change in the condition it was sold;

(c) The Defective Tire actually reached the consumer without substantial change in the condition in which it was sold;

(d) At or around the 23rd production week of 2004 and prior thereto, alternative safer, practical designs, manufacturing techniques and quality control systems for production of the Defective Tire existed.

229. Defendant, Alternate Wholesaler, breached its duties and obligations under Section 402(a) of the Restatement of the Law of Torts (Second) by:

(a) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

(e) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire lacked nylon cap plies, thereby causing tread-belt separation;

(h) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

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(i) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(l) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(p) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(q) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate and proper testing;

(r) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without proper quality control;

(s) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate warning;

230. As a direct and proximate result of Defendant, Alternate Wholesaler's, designing, manufacturing, selling and/or distributing the Defective Tire and Defendant, Alternate Wholesaler's corresponding violation of Section 402(a) of the Restatement of the Law of Torts (Second) on or about August 12, 2006, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass and became to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting with the driver's side on the pavement and the passenger side of the Defective Van facing upwards with such force as to cause Melo serious and permanent disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

231. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

232. As a direct and proximate result of the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

233. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

234. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Alternate Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XXI - NEGLIGENCE
MELO ADMINISTRATOR VS. ALTERNATE WHOLESALER

235. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

236. Defendant, Alternate Wholesaler, negligently, carelessly and recklessly designed, manufactured, assembled, sold, and distributed the Defective Van in such a condition that on or

about August 12, 2006, while the Defective Van was being operated in a southerly direction in the right lane of Pennsylvania Route 476, approaching the 80 mile marker, suddenly and without warning, the tread of the Defective Tire separated from the belt and carcass to such an extent that it was wrapped around the axle and became lodged therein and the Defective Van swayed and swerved across the highway out of control, rolled over, struck an embankment and came to a final resting position with the driver's side on the pavement and the passenger side of the Defective Van facing upwards.

237. The negligence, carelessness and recklessness of Defendant, Alternate Wholesaler, includes, but is not limited to the following:

(a) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

(e) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire lacked nylon cap plys, thereby causing tread-belt separation;

(h) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

(i) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(l) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in such a condition that the Defective Tire lacked adequate warnings;

(p) Failing to design, manufacture, assemble, sell and/or distribute the Defective Tire with implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(q) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(r) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire without adequate and proper testing;

(s) Choosing to design, manufacture, assemble, sell and/or distribute the Defective Tire without proper quality control;

(t) Choosing to design, manufacture, assemble, sell and distribute the Defective Tire without adequate warning;

(u) Violating Federal Standards and Regulations and Statutes pertaining to the obligation of a tire manufacturer or distributor to recall or make modifications to its product after the manufacturer, distributor knows or should know of the defective nature of its tire;

(v) Violating Federal Regulations pertaining to tires and motor vehicles;

(w) Choosing not to warn of the defective conditions of the Defective Tire;

238. As a direct and proximate result of the negligence, negligence per se, carelessness and recklessness of Defendant, Alternate Wholesaler, Melo was caused to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

239. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

240. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

241. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

242. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits

required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Alternate Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XXII - BREACH OF WARRANTY
MELO ADMINISTRATOR VS. ALTERNATE WHOLESALER

243. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

244. Defendant, Alternate Wholesaler, breached its warranties, both express and implied, that the Defective Van was safe and proper for its intended and foreseeable use and was designed and manufactured such that it would be safe for its intended use.

245. Defendant, Alternate Wholesaler, breached its warranties, both express and implied, by designing, manufacturing, assembling and selling the Defective Van such that it was unsafe, defective and of non-merchantable quality and not reasonably safe for the uses for which it was intended or for which was reasonably foreseeable.

246. As a direct and proximate result of Defendant, Alternate Wholesaler's, breach of its express and implied warranties, Melo was caused to sustain serious and permanent injuries, serious impairment bodily function, permanent and serious disfigurement, and other conditions, including

but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

247. As a direct and proximate result of the injuries and death, Melo suffered great pain, anguish, sickness and agony.

248. As a direct and proximate result, the injuries and death, Melo suffered emotional injuries, mental anguish, humiliation, loss of life's pleasures, loss of hedonic pleasures, and the inability to attend to social and work obligations.

249. As a direct and proximate result of the injuries, Melo has undergone a great loss of earnings and earning capacity and by the reason of the death has sustained a great loss of all future earnings and earning capacity.

250. As a direct and proximate result of these injuries, Melo has incurred medical, rehabilitative and other related expenses in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S.A. §1701 et seq. as amended, which is hereby claimed in this action.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Alternate Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XXIII - WRONGFUL DEATH
MELO ADMINISTRATOR V. ALTERNATE WHOLESALER

251. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

252. As a direct and proximate result of Defendant, Alternate Wholesaler's, negligence, negligence per se, carelessness and recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

253. Plaintiff brings this action on behalf of the Melo Beneficiaries pursuant to the Pennsylvania Wrongful Death Act, 42 Pa. C.S.A. §8301 et. seq. (hereinafter "Wrongful Death Act") and claims all damages recoverable under the Pennsylvania Wrongful Death Act.

254. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been caused to incur and pay large and various expenses medical treatment rendered to Melo until the time of his death and to incur various funeral, cremation and estate administration expenses for which Plaintiff is entitled to compensation in this proceeding along with all other damages recoverable under the Pennsylvania Wrongful Death Act.

255. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries suffered, are suffering and will for an indefinite period of time in the future suffer damages, injuries losses, including but not limited to, a loss of financial support, and the Melo Beneficiaries have been wrongfully deprived of the contributions they would have received from Melo, including monies which Melo would have provided for items such as clothing, shelter, food, medical care, education, entertainment, recreation and gifts.

256. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the services, society and comfort which Melo would have provided including work around the home, physical comforts and services, society and comfort.

257. As a direct and proximate result of the injuries and death of Melo, the Melo Beneficiaries have been, continue to be and will be in the future wrongfully deprived of the guidance, tutelage and moral upbringing which they would have received but for Melo's wrongful death.

258. No recovery for any damages was made during Decedent's lifetime.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Alternate Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XXIV - SURVIVAL ACT
MELO ADMINISTRATOR VS. ALTERNATE WHOLESALER

259. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

260. As a direct and proximate result of Defendant, Alternate Wholesaler's, negligence, negligence per se, carelessness, recklessness and liability pursuant to 402(A) of the Restatement of Torts Second, on or about August 12, 2006, immediately following the failure of the Defective Tire by tread-belt separation, the Defective Van swerved out of control, across the highway, rolled over, struck an embankment and failed to contain Melo, thereby causing Melo to sustain serious and permanent injuries, serious impairment of bodily function, permanent and serious disfigurement and other conditions, including, but not limited to, an open mid-shaft right femur fracture, an open right foot fracture, abrasions and lacerations to both arms, a closed head injury and death.

261. Plaintiff brings this action as Administrator of the Estate and on behalf of the Melo Estate pursuant to the Pennsylvania Survival Act, 42 Pa. C.S.A. §8302 et. seq. (hereinafter "Survival Act") and claims all damages recoverable under the Survival Act.

262. As a direct and proximate result of the injuries and death of Melo, the Melo Estate suffered damages and losses for the total amount Melo would have earned between August 12, 2006 and his death.

263. As a direct and proximate result of the injuries and death of Melo, the Melo Estate has suffered losses for the total net amount Melo would have earned between August 12, 2006 and the end of Melo's work life expectancy subject to the cost of maintenance and support.

264. As a direct and proximate result of the injuries and death of Melo, the Melo Estate, is entitled to be fairly and adequately compensated for the mental and physical pain, suffering and inconvenience that Melo endured from the moment of the August 12, 2006 injury to the moment of the August 24, 2006 death.

WHEREFORE, Plaintiff, Robert E. McCulley, Administrator of the Estate of Rafael B. Melo, Deceased, respectfully requests this Honorable Court enter judgment in his favor and against Defendant, Alternate Wholesaler, Individually and Jointly and Severally with Defendants in an amount to exceed the jurisdictional Arbitration limit of Fifty Thousand Dollars (\$50,000.00), together with interest, costs, punitive damages, delay damages, attorney's fees and any or further relief this Honorable Court may deem just and proper.

COUNT XXV - STRICT PRODUCTS LIABILITY
MELO ADMINISTRATOR VS. FTS

265. Plaintiff hereby incorporates all matter stated elsewhere in this pleading as if fully set forth herein at length.

266. Defendant, FTS, is strictly liable under Section 402(a) of the Restatement of the Law of Torts (Second) and is liable for the injuries and death of Melo because:

(a) At all relevant times Defendant, FTS, was in the business of designing, manufacturing, assembling, selling and/or distributing Compass Tellurid tires and specifically, the Defective Tire;

(b) Defendant, FTS, expected the Defective Tire to reach the consumer without substantial change in the condition it was sold;

(c) The Defective Tire actually reached the consumer without substantial change in the condition in which it was sold;

(d) At or around the 23rd production week of 2004 and prior thereto, alternative safer, practical designs, manufacturing techniques and quality control systems for production of the Defective Tire existed.

267. Defendant, FTS, breached its duties and obligations under Section 402(a) of the Restatement of the Law of Torts (Second) by:

(a) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire with an inadequate inner liner (too thin) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(b) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that it failed to provide protection to Melo against personal injury and death as a result of a motor vehicle collision;

(c) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber composition of the inner liner was inadequate (not enough butyl) allowing oxygen to escape and degrade the Defective Tire, thereby causing tread-belt separation;

(d) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the wedging for stress reduction at belt edge was inadequate (too small), thereby causing tread-belt separation;

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(e) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the belt alignment is inadequate (misaligned), thereby causing tread-belt separation;

(f) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the aging resistance is insufficient by reason of inadequate (not enough antidegradents; antioxidants and antiozonands), thereby causing tread-belt separation;

(g) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire lacked nylon cap plies, thereby causing tread-belt separation;

(h) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the tread-belt adhesion was inadequate, thereby causing tread-belt separation;

(i) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the rubber materials and components of the Defective Tire were contaminated during production by oil water, dirt, perspiration, solvent, humidity and other debris, thereby causing tread-belt separation;

(j) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was stored inadequately (too long during the green phase), thereby causing tread-belt separation;

(k) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was handled inadequately (dropped during the green phase), thereby causing tread-belt separation;

(l) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate quality control, thereby causing tread-belt separation;

(m) designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire was manufactured without adequate testing, thereby causing tread-belt separation;

(n) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in such a condition that the Defective Tire curing was inadequate (not hot enough and/or not long enough), thereby causing tread-belt separation;

(o) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without implementation of alternative, safer, practical designs, manufacturing techniques and quality control systems;

(p) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire in a defective and unreasonably dangerous condition when it could have been designed and manufactured more safely;

(q) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate and proper testing;

(r) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without proper quality control;

(s) Designing, manufacturing, assembling, selling and/or distributing the Defective Tire without adequate warning;

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