

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ALISON N. LEARY and TIMOTHY M. LEARY, Individually and On Behalf of All Others Similarly Situated,

Plaintiffs,

v.

BP LUBRICANTS USA, INC.; and
CARSENSE, INC.,

Defendants.

Civil Action No.

CLASS ACTION

COMPLAINT

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Alison N. Leary and Timothy M. Leary (“Plaintiffs”) bring this class action complaint against BP Lubricants USA, Inc. (“BP Lubricants”) and CarSense, Inc. (“CarSense”) (collectively, “Defendants”). Plaintiffs allege Defendants sell a written warranty that violates the Magnuson-Moss Warranty Act (“MMWA”) because the warranty contains an illegal tying provision.

2. The MMWA prohibits tie-in sales provisions. A tie-in sales provision is a provision that requires a consumer to buy an item or service from a particular company to keep warranty coverage.

3. The legislative history of the MMWA specifically clarifies the intent of Congress that: “no automobile manufacturer may condition his warranty of an automobile on the use of a named motor oil or on the use of its own automobile parts unless he shows that any other motor oil or automobile parts which are available will not function properly and will not give equivalent performance.” H.R. Rep. No. 93-1107 at 36-37 (1974). The intent of the MMWA is to preclude,

for example, an arrangement that conditions automobile warranty coverage on the use of branded motor oil, unless the motor oil is provided without charge under the terms of the warranty or unless no other motor oil will function properly and provide equivalent performance.

4. In 2011, the Federal Trade Commission (“FTC”) issued a public request for comments concerning interpretations of the MMWA tying provisions. Defendant BP Lubricants’ Managing Attorney, T. Kevin Sheehy, responded to the FTC’s requests for comments. On behalf of BP Lubricants, Mr. Sheehy wrote:

It is well established that the practice of tying is anti-competitive by preventing competing sellers from selling the ‘tied’ product to purchasers and is also harmful to the consumer by foreclosing other sources of supply for such products. *Northern Pacific Ry. Co. v. United States*, 364 U.S. 1, 6 (1958). In such cases the consumer is restricted from buying a competing product at a better price or from buying a competing product that is perceived to have superior performance.

BP is concerned with the apparent trend in the automotive lubricant marketplace of automobile manufacturers implying or creating confusion about the required use of a branded or licensed lubricant in order to retain warranty coverage for an automobile. ...

The intent of the Act is not served if consumers are not provided with assurance that they are not taking a gamble with warranty difficulties if they choose a lubricant other than the lubricant brands designated by manufacturers.

BP Lubricants and Mr. Sheehy then urged the FTC to improve the effectiveness of the MMWA’s tying prohibitions. See Comments Submitted on Behalf of BP Lubricants USA Inc., FTC Matter No. P114406, attached hereto to as Exhibit 1.

5. Defendants here are engaging in precisely the same unlawful behavior that BP Lubricants and Mr. Sheehy complained to the FTC about. That is, Defendants sell automobiles with warranties that require consumers to use only premium Castrol motor oils, otherwise the warranty is void. Defendants’ warranty is a per se violation of the MMWA’s tying prohibition.

Plaintiffs seek damages, injunctive relief, as well as attorneys' fees and costs.

JURISDICTION

6. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d) because the action is brought as a class action under Rule 23 of the Federal Rules of Civil Procedure and the amount in controversy exceeds \$5,000,000. The Court has personal jurisdiction over the parties because Plaintiffs reside in this district and Defendants conduct substantial business in this district, have had systematic and continuous contacts with this district, and have agents and representatives who can be found in this district. In addition, the Court has subject matter jurisdiction over the claim set forth in this complaint pursuant to 28 U.S.C. § 1331 because the claim raises a federal question.

VENUE

7. Venue is proper in this district under 28 U.S.C. § 1391(a) because a substantial part of the events giving rise to Plaintiffs' claim occurred within this district.

PARTIES

8. Plaintiffs Alison N. Leary and Timothy M. Leary are married. They reside in West Chester, Pennsylvania. On June 16, 2016, Plaintiffs purchased a 2015 Volvo V60 Premier from CarSense. Plaintiffs purchased the vehicle for \$30,545.91. As part of the purchase price of the vehicle, CarSense also offered Plaintiffs the "Engine for Life Protection Program," which is a limited warranty that covers vehicle engines from mechanical failure or abnormal wear for ten years or 300,000 miles, whichever occurs first.

9. Defendant BP Lubricants is a conglomerate that provides its customers with fuel for transport, energy for heat and light, lubricants to keep engines running, and petrochemicals used to manufacture a wide array of products. BP Lubricants acquired the Castrol motor oil brand

in 2002. It today produces and sells Castrol products in more than 150 countries. BP Lubricants also provides consumers with limited written automobile warranties. BP Lubricants maintains its corporate headquarters in Wayne, New Jersey, and does a substantial amount of business in Pennsylvania.

10. Defendant CarSense operates as a dealer for used cars and trucks. The company also provides oil and filter changes. CarSense maintains its corporate headquarters in Uwchland, Pennsylvania. It does business at four locations in Pennsylvania and one location in New Jersey. As of January 9, 2017, Car Sense is a subsidiary of Penske Automotive Group, Inc.

BACKGROUND FACTS

11. CarSense sells used vehicles to consumers at four brick and mortar locations in Pennsylvania and at one location in New Jersey. CarSense also advertises vehicles on the internet.

12. CarSense uses its "Lifetime Engine Guarantee" to market and sell consumers vehicles. CarSense also uses the "Castrol Engine Warranty" to market and sell consumers vehicles. Under these warranties, Car Sense and BP Lubricants cover the engine in vehicles sold by Car Sense to consumers from oil related mechanical failure or abnormal wear for 10 years or 300,000 miles, whichever occurs first, so long as consumers change the motor oil in their vehicles every 4 months or 4,000.

13. The warranty arrangement between CarSense and BP Lubricants is a mutually beneficial one. CarSense is better able to market and sell vehicles to consumers when the vehicles are backed by the warranties. CarSense also provides consumers with motor oil change services, so it profits when consumers return to CarSense and pay for oil changes in their vehicles every four months, or 4,000 miles. BP Lubricants profits because the warranties require consumers to use its motor oil in order for the warranties to remain in force.

14. Plaintiffs purchased a vehicle from CarSense on June 16, 2016. As part of the purchase price of the vehicle, Plaintiffs were provided the "Lifetime Engine Guarantee" from CarSense as well as the "Castrol Engine Warranty." These warranties were an important factor in Plaintiffs' decision to purchase a vehicle from CarSense and to pay the price paid for the vehicle. In addition to the vehicle, Plaintiffs believed they were purchasing peace of mind because the vehicle was backed by the warranties.

15. After purchasing the vehicle and warranties, Plaintiff Timothy M. Leary took the vehicle to the Tolsdorf Oil Lube Express located in Exton, Pennsylvania to have the vehicle's motor oil changed. Plaintiff Timothy M. Leary was informed by the Tolsdorf Oil Lube Express service technician that since his vehicle was purchased at CarSense and backed by the warranties that he was required to use Castrol motor oil and that that the oil change would cost him approximately \$40.00 more than if he used a comparable non-Castrol synthetic product. Plaintiff Timothy M. Leary did not want to risk voiding the warranties so he paid approximately \$40.00 extra for the Castrol motor oil to be used in the oil change service.

16. Under the MMWA, Defendants have created an illegal tying arrangement by requiring Plaintiffs to change the motor oil in their vehicle every 4,000 miles or 4 months with only Castrol products. Plaintiffs are paying more for Castrol products than what they would pay for substantially similar or possibly superior motor oils.

CLASS ACTION ALLEGATIONS

17. Plaintiffs seek to certify, and to be appointed as representatives of, the following class ("Class"):

All consumers who purchased the Lifetime Engine Guarantee or the Castrol Engine Guarantee in the United States since May of 2011. Excluded from the Class are Defendants, their respective parents, subsidiaries, affiliates and employees.

18. This action meets the requirements of Rule 23 and is certifiable as a class action for the following reasons:

a. Numerosity: The Class includes tens of thousands of individuals and is so large that joinder of all its members is impracticable.

b. Typicality: Plaintiffs' claims are typical of the claims of the Class because Plaintiffs purchased the warranties at issue during the time period at issue. Class members were harmed in a similar fashion by Defendants' violation of MMWA's tying provisions.

c. Adequacy: Plaintiffs are adequate representatives of the Class because they purchased the warranties at issue and have paid extra to change the motor oil in their vehicle with Castrol products. They have no interest that is in conflict with the Class, are committed to the vigorous representation of the Class, and have engaged experienced and highly qualified class action attorneys to represent the Class.

d. Commonality: Common questions of law and fact exist as to all Class members and predominate over any questions solely affecting individual Class members, including but not limited to whether the warranties contain illegal tying provisions and if so what are the proper remedies for Plaintiffs and the Class.

19. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions against Defendants would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for the party opposing the Class. Separate lawsuits would establish incompatible standards to govern Defendants' conduct.

20. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Class predominate over any questions affecting only

individual Class members, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct described in this Complaint has applied uniformly to all members of the Class. Class members do not have an interest in pursuing separate actions against Defendant, as the amount of each Class member's individual claims is relatively small compared to the expense and burden of individual prosecution, and Plaintiffs are unaware of any similar claims brought against Defendants by any Class members on an individual basis. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendants' practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Class members' claims in a single forum.

21. Plaintiffs' counsel will fairly and adequately represent the interests of the Class and are best able to represent the interests of the Class under Rule 23(g).

COUNT I

Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310, *et seq.*

22. Plaintiffs repeat and re-allege each of the allegations in the foregoing paragraphs as if fully set forth herein.

23. Congress enacted the MMWA in 1975 in response to widespread complaints from consumers that many warranties were misleading and deceptive, and were not being honored. *See* H.R. Rep. No. 93-1107 (1974). To remedy this problem of deception and failure to honor warranties, the MMWA imposes civil liability on any "warrantor" for, *inter alia*, failing to comply with any obligation under a written warranty and/or implied warranty. *See* 15 U.S.C. § 2310(d)(1). MMWA authorizes a "suit for damages and other legal and equitable relief." *Id.* MMWA

authorizes the award of attorneys' fees and expressly authorizes class actions. 15 U.S.C. § 2310(e).

24. Defendants are each a "supplier" and "warrantor" within the meaning of Section 2301(5) of the MMWA. Plaintiffs and Class members are "consumers" within the meaning of Section 2301(3) of the MMWA.

25. The amount in controversy exceeds the sum or value of \$25.

26. The warranties at issue are in writing as is required to satisfy the disclosure requirements and minimum federal standards under the MMWA.

27. Among the MMWA requirements and minimum standards is an express prohibition against any tying arrangement, the MMWA states:

No warrantor of a consumer product may condition his written or implied warranty of such product on the consumer's using, in connection with such product, any article or service (other than article or service provided without charge under the terms of the warranty) which is identified by brand, trade, or corporate name...

15 U.S.C. § 2302(c). "Section 102(c) prohibits tying arrangements that condition coverage under a written warranty on the consumer's use of an article or service identified by brand, trade, or corporate name unless that article or service is provided without charge to the consumer." 16 C.F.R. § 700.10(a).

28. This anti-tying provision was intended by the legislature to "prohibit[] any warrantor of a consumer product from conditioning his warranty on the consumer using in connection with such product, any article or service which is identified by brand, trade, or corporate name." H.R. Rep. 93-1107 (1974). Congress further expressed its purpose and intent behind Section 102(c) as "prohibiting tying arrangements in warranties that effectively restrict the consumer's ability to choose among competing brands of products or services that can be used in conjunction with the warranted products." Interpretations of the Magnuson-Moss Warranty Act,

45 Fed. Reg. 36112, 36114 (July 13, 1977) (codified at 16 C.F.R. §700).

29. The warranties both are conditioned on a consumer's use of Castrol branded motor oil. Castrol motor oil is not provided to consumers without charge. There are several other brands of motor oil that are substantially similar to Castrol motor oil. The Automotive Oil Change Association, responding to the FTC's requests for comments on the MMWA, stated a warrantor's denial of warranty coverage based on the allegation that a consumer's use of a particular brand of motor oil is a "perfect example" of a violation of MMWA.¹ The AOCA stated that it has "never found evidence of a single case demonstrating that a non-manufacturer-authorized or licensed motor oil caused engine damage."² The AOCA also quoted Dr. R. Scotti Lee, VP of Technical Support for Oil Changers, Inc.: "In twenty-three years, I have never seen motor oil damage an engine." Accordingly, Defendants' requirement that consumers use only Castrol motor oils is an illegal tying provision under MMWA.³

30. Defendants are using the illegal tying provision to engage in anti-competitive business practices that hurt consumers. CarSense is using the tying provision to increase vehicle sales and oil change service revenue. BP Lubricants in using the tying provision to unlawfully capture a market of consumers who do not want to void their warranties and therefore use only Castrol products when changing the motor oil in their vehicles.

31. Plaintiffs seek to enjoin further sales of the warranties that include illegal tying provisions due to their uniform violation of MMWA.

¹ Automotive Oil Change Association, Comments re: Manguson-Moss Warranty Act Rule Review, at p. 7 (Oct. 24, 2011), *available at* https://www.ftc.gov/sites/default/files/documents/public_comments/16-cfr-parts-239-700-701-702-and-703-request-comments-concerning-interpretations-magnuson-moss/00021-80830.pdf.

² *Id.*

³ *Id.*

32. Defendants' common course of conduct caused Plaintiffs and the Class damages. Plaintiffs suffered damages by paying extra for Castrol motor oil. There may be many of Class members who have not used Castrol motor oil when changing the oil in their vehicles and have been told that as such the warranty on their vehicle is void. Accordingly, Plaintiffs and the Class are entitled to recover damages, costs, attorney fees, recession and/or other equitable relief as appropriate.

33. Plaintiffs demand a trial by jury.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for judgment as follows:

A. Certify this action as a class action as stated here and appoint Plaintiffs' counsel as Class Counsel pursuant to Federal Rule of Civil Procedure 23;

B. Declare that the warranties at issue include illegal tying provisions prohibited by the MMWA;

C. Enjoin Defendants from further violations of the MMWA;

D. Order that Defendant restore to Plaintiff and the Class all losses resulting from its violations of the MMWA;

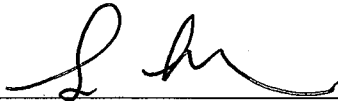
E. Award Plaintiffs reasonable attorney's fees and costs of suit incurred herein and/or for the benefit obtained for the Class;

F. Order Defendants to pay prejudgment interest; and

G. Award such other and further relief as the Court deems equitable and just.

DATED this 4th day of May, 2017.

By:



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Attorneys for Plaintiffs

*Pro Hac Vice application forthcoming

JS 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ALISON N. LEARY and TIMOTHY M. LEARY, individually and on behalf of all others similarly situated.

DEFENDANTS
BP LUBRICANTS USA, INC. and CARSENSE, INC.

(b) County of Residence of First Listed Plaintiff Chester (PA)
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Gary F. Lynch, Edwin J. Kilpela, Jr., and Todd D. Carpenter
Carlson Lynch Sweet Kilpela & Carpenter, LLP
1133 Penn Ave., 5th Floor, Pittsburgh PA 15222 (412)-322-9243

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. 2310 et seq.

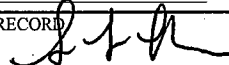
Brief description of cause:
Prohibited tying of car warranty to use of specific products

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 05/04/2017 SIGNATURE OF ATTORNEY OF RECORD: /s/ Gary F. Lynch 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: Chester County, PA
Address of Defendant: BP Lubricants 1500 Valley Rd, Wayne NJ 07470 Carsense: 21 Pottstown Pike Route 100 Uwchland PA 19480
Place of Accident, Incident or Transaction: Chester County, PA
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))
TO be filed by Defendants; Plaintiffs are natural persons Yes No

Does this case involve multidistrict litigation possibilities? Yes No

RELATED CASE, IF ANY:
Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

- A. Federal Question Cases:
1. Indemnity Contract, Marine Contract, and All Other Contracts
 2. FELA
 3. Jones Act-Personal Injury
 4. Antitrust
 5. Patent
 6. Labor-Management Relations
 7. Civil Rights
 8. Habeas Corpus
 9. Securities Act(s) Cases
 10. Social Security Review Cases
 11. All other Federal Question Cases
(Please specify) Magnuson-Moss Warranty Act
15 U.S.C. 2310
- B. Diversity Jurisdiction Cases:
1. Insurance Contract and Other Contracts
 2. Airplane Personal Injury
 3. Assault, Defamation
 4. Marine Personal Injury
 5. Motor Vehicle Personal Injury
 6. Other Personal Injury (Please specify)
 7. Products Liability
 8. Products Liability — Asbestos
 9. All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

I, Gary F. Lynch, counsel of record do hereby certify:
 Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
 Relief other than monetary damages is sought.

DATE: 5/4/17 _____ 56887
Attorney-at-Law Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 5/4/17 _____ 56887
Attorney-at-Law Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

<i>Alison N. Leary and Timothy M. Leary</i>	:	CIVIL ACTION
	:	
v.	:	
	:	
<i>BP Lubricants USA, Inc., and Car Sense, Inc.</i>	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks.

<u>5/4/17</u>	<u>Gary F. Lynch</u>	<u>Plaintiffs</u>
Date	Attorney-at-law	Attorney for
<u>412-322-9243</u>	<u>412-231-0246</u>	<u>glynch@carlsonlynch.com</u>
Telephone	FAX Number	E-Mail Address

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [BP Lubricants, Carsense Hit with Lawsuit over Warranty Tie-Ins](#)
