

IN THE CIRCUIT COURT OF BOONE COUNTY, WEST VIRGINIA
BUSINESS COURT DIVISION

BOONE COUNTY
CIRCUIT COURT
BUSINESS COURT DIVISION

7/15/15 11:29 A-11-25

BOONE MOTOR SALES, INC. D/B/A
STEPHENS AUTO CENTER,

RECEIVED

Plaintiff,

v.

CIVIL ACTION NO: 14-C-98
Judge James H. Young, Jr.

THORNHILL GROUP, INC. D/B/A
THORNHILL FORD LINCOLN and
FORD MOTOR COMPANY,

Defendants.

ORDER GRANTING SUMMARY JUDGMENT IN FAVOR OF DEFENDANTS

On July 22, 2015, at 1:30 p.m., as previously noticed and agreed by the parties, this Court convened a hearing to consider Defendant Ford Motor Company's ("Ford") Motion for Summary Judgment and Defendant Thornhill Group Inc. d/b/a Thornhill Ford Lincoln's ("Thornhill") Motion for Summary Judgment (Ford and Thornhill are collectively referred to as "Defendants"). Appearing on behalf of defendant Ford were attorneys Timothy S. Millman and Bradley Schmalzer. Appearing on behalf of defendant Thornhill were attorneys Andrew G. Fusco and Dylan C. Lewis. No one appeared on behalf of plaintiff Boone Motor Sales, Inc. d/b/a Stephens Auto Center ("Boone, Stephens or Plaintiff"). The Court hereby finds that no genuine issue of material fact has been raised by Boone with regard to its claims and that, pursuant to West Virginia Rule of Civil Procedure 56, summary judgment in favor of Defendants is appropriate on all remaining claims as a matter of law.

Procedural Background

1. On May 8, 2014, Boone filed a Petition for Temporary Relief and Complaint asserting claims against Ford for: (1) Violation of Statute, West Virginia Code § 17A-6A-1, et seq. ("West Virginia Dealer Act"), (2) Breach of Contract, and (3) Civil Conspiracy. Boone asserted claims against Thornhill for: (1) Violation of Statute, West Virginia Code § 17A-6A-1, et seq., (2) Tortious Interference, and (3) Civil Conspiracy. Boone also made a request for an injunction under the West Virginia Dealer Act.

2. Boone and Thornhill are authorized Ford dealers. Boone's claims concern the relocation of Thornhill's dealership 1.2 miles from its current location, which Boone opposes. Boone contends that Thornhill's relocation and Ford's approval of Thornhill's relocation violates the West Virginia Dealer Act, breaches a Sales and Service Agreement between Ford and Boone, involves tortious interference by Thornhill, and constitutes a civil conspiracy between Ford and Thornhill.

3. On October 3, 2014, upon motion and after hearing, the Court entered an Order dismissing the cause of action entitled "Violation of Statute" under the West Virginia Dealer Act as to both Defendants and denying the request for an injunction. The Court denied motions to dismiss in regards to the Breach of Contract, Tortious Interference and Civil Conspiracy counts, and allowed the parties the opportunity to pursue discovery regarding the same. Thereafter, Defendants pursued various forms of discovery. However, Boone did not take any depositions, propound any written discovery on Thornhill, or disclose an expert on damages.

4. On May 22, 2015, after the close of discovery, Thornhill filed and served a Motion for Summary Judgment in its favor as to all remaining claims. On June 2, 2015, Ford

filed and served a Motion for Summary Judgment in its favor as to all remaining claims. Both Motions were duly noticed and set for hearing on July 22, 2015, at 1:30 p.m.

5. Boone did not file a response to either of the Motions for Summary Judgment and did not appear at the hearing on July 22nd.

6. The Court now makes the following findings of fact, which have not been opposed by Boone, and conclusions of law:

Findings of Fact

7. Ford is a new motor vehicle manufacturer. Complaint at ¶ 3.

8. Boone is an authorized Ford dealer pursuant to the terms and conditions of a Ford Sales and Service Agreement dated October 9, 2000 (the "Agreement"). Complaint at ¶ 4; 4/22/2015 Deposition of Richard Stephens (Boone Corporate Representative) ("Stephens Depo.") at 31:22-32:13; Stephens Depo. Ex. 2.

9. The Agreement includes the Ford Sales and Service Agreement Standard Provisions which are applicable to authorized Ford dealers. Stephens Depo. 33:2-10; Stephens Depo. Ex. 2.

10. Thornhill operates a Ford-Lincoln dealership at US Highway 119, Corridor G, Chapmanville, West Virginia. Stephens Depo. 57:23-58:3.

11. Approximately 17.6 driving miles north, Boone operates a Ford dealership at US Highway 119, Lory Road, Danville, West Virginia. Stephens Depo. 58:4-14.

12. Thornhill is in the process of relocating its dealership to another location in Chapmanville - 60 Traders Town Road - that is 1.2 air miles from its existing Chapmanville location. Stephens Depo. 58:15-24; Stephens Depo. Ex. 5.

13. Thornhill's lease on its current facility was due to expire and could not be renewed, making relocation necessary. 60 Traders Town Road is the most viable alternative location for Thornhill. Stephens Depo. Ex. 15, pp. 4-5; Ford's Answer to Interrogatory No. 13.

14. Ford approved Thornhill's request to relocate to the 60 Traders Town Road location. Stephens Depo. Ex. 5; Ford's Answer to Interrogatory No. 13.

15. The Agreement *expressly* permits Ford's approval of dealer relocations. In that regard, the Agreement provides that Ford "reserves the right to determine, from time to time, in its best judgment, the numbers, locations and sizes of authorized dealers necessary for proper and satisfactory sales and service representation" for Ford products "within and without the Dealer's Locality." Agreement, Standard Provisions, p. 12, ¶ 9(a) (Stephens Depo. Ex. 2).

16. The Agreement also *expressly* gives Ford the contractual right to designate areas of sales and service responsibility (Dealer Localities) to its dealers. In that regard, the Agreement provides that "Dealer Locality" is "the locality designated in writing to the Dealer by the Company from time to time as the area of the Dealer's sales and service responsibility for Company Products." Agreement, Standard Provisions, p. 2, ¶ 1(j) (Stephens Depo. Ex. 2); Stephens Depo. 33:17-34:7.

17. Dealer Locality is the geographic area, made up of Census Tracts, within which Ford measures a dealer's sales performance. Agreement, Standard Provisions, p. 3, ¶ 2(a) (Stephens Depo. Ex. 2); Stephens Depo. 42:9-11; 125:4-13.

18. Census Tracts are assigned by Ford to dealers based on proximity and accessibility. Each Census Tract has a central point called a "centroid." In accordance with Ford's established methodology for assigning Dealer Localities, if only one dealer is physically located in a Census Tract, that dealer will be assigned the Census Tract. In all other instances,

measurements in air miles are taken from each census tract centroid to the surrounding Ford dealer locations. The dealer closest to the centroid of a Census Tract will be assigned that Census Tract (except in instances where accessibility is an issue, e.g., a river without a bridge or a mountain range without a traverse -- which are not applicable in this case). Stephens Depo. 41:24-42:21; Stephens Depo. Ex. 3, page 2; Ford's Answer to Interrogatory No. 15.

19. From time to time, Ford has exercised its contractual right to revise Boone's Dealer Locality, including most recently in 2012 following the 2010 Census. Boone did not contest or object to the change. Stephens Depo. 34:3-14; 39:17-40:12; 41:3-9; Stephens Depo. Ex. 3.

20. The relocation of Thornhill resulted in a change in Dealer Locality for both dealers. Two Census Tracts formerly assigned to Boone (Census Tracts 54005958300 and 54005958800) were reassigned to Thornhill. Thornhill's new location is within Census Tract 54005958300 near its farthest border from Boone, and is closest to the centroid of Census Tract 54005958800. Stephens Depo. 65:2-66:13; Stephens Depo. Ex. 5; Ford's Answer to Interrogatory No. 15.

21. The assigned Dealer Locality does not limit in any way the customers to whom a dealer can sell vehicles. Specifically, dealers are not limited to making sales within their assigned Dealer Localities. Boone can sell to customers who reside outside its Dealer Locality. Stephens Depo. 35:5-11.

22. In fact, Thornhill has historically outsold Boone in the Census Tract into which it was moved (Census Tract 54005958300) and which previously was assigned to Boone. Stephens Depo. 89:16-90:23.

23. Likewise, the assigned Dealer Locality does not limit in any way the customers to whom a dealer can provide service work. Dealers are not limited to servicing customers who reside within their assigned Dealer Localities. Boone can service customers who reside outside its Dealer Locality. Stephens Depo. 39:5-9.

24. The assigned Dealer Locality does not limit where a dealer can advertise. Dealers can advertise in another dealer's assigned Dealer Locality – including, without limitation, through television, radio, newspaper, direct mailings and billboards. Stephens Depo. 52:11-14; 54:13-55:5.

25. Boone and Thornhill historically have advertised, and currently advertise, in one another's Dealer Localities. Stephens Depo. 56:3-5, 13-21; 57:1-3.

26. Prior to filing suit, Boone appealed Ford's approval of Thornhill's relocation to the Ford Dealer Policy Board, an internal appeal board established under the Agreement. Stephens Depo. 112:17-20; Agreement, Standard Provisions, p. 15, ¶ 16 (Stephens Depo. Ex. 2).

27. The Dealer Policy Board denied Boone's request to prevent the relocation of Thornhill under the Agreement, concluding, *inter alia*, that "based on the facts presented, the Company has the unequivocal right to locate and relocate its dealers." Stephens Depo. 113:10-13; Stephens Depo. Ex. 15, at p. 6.

28. In response to a Request for Production requesting all documents concerning any alleged damages or injuries, Boone stated: "None; however, an expert report detailing any actual or projected diminution in value of Stephens Ford will be obtained and submitted as per the Court's time frame order." Plaintiff's Response to Request No. 22. Yet, the expert disclosure deadline was March 24, 2015, and Boone failed to disclose a damages expert, an expert report or otherwise supplement its written responses.

29. At the corporate deposition of Boone, Richard Stephens admitted that Boone has no evidence of economic harm or damages:

Q: Do you have any facts, documents, information suggesting that Stephens Auto Center will suffer any economic harm as a result of the relocation of Thornhill Ford into your dealer locality?

A: We don't have that information at this time.

Stephens Depo. 63:16-20.

Q: Do you have any evidence, facts, documents, information suggesting that the reassignment of census tracts will cause any economic harm to Stephens Auto Center?

A: Not yet.

Stephens Depo. 64:10-14.

Q: Do you have your -- do you have any evidence, facts, information, documents that would support your contention that by moving into census tract 8300 that might negatively impact Stephens Ford's sales?

A: Not at this time.

Stephens Depo. 101:11-15.

30. Regarding a civil conspiracy and tortious interference, Stephens testified:

Q: Aside from Thornhill asking to relocate, and aside from Ford granting the relocation, do you know of any action or inaction on the part of Ford or Thornhill, that you deem to have been illegal or improper in this matter?

A: At this time, I do not.

Stephens Depo. 132:18-23.

Q: So you have no evidence of any unlawful plan; is that correct?

A: Yeah.

Q: Okay. And you really have no evidence of any civil conspiracy, do you?

A: Not yet.

Stephens Depo. 148:3-8.

Q: Okay. And you really don't have any evidence of tortious interference, as that term is defined in the law?

A: Not yet.

Stephens Depo. 148:9-12.

Q: Okay. Now, is it your testimony that Mr. Thornhill didn't have the right to ask for a relocation of his premises?

A: No, I think it's ok for him to ask.

Stephens Depo. 128:18-21.

Conclusions of Law

31. "Rule 56 of the West Virginia Rules of Civil Procedure plays an important role in litigation in this State. It is designed to effect a prompt disposition of controversies on their merits without resort to lengthy trial, if there essentially is no real dispute as to salient facts or if it only involves a question of law. Indeed, it is one of the few safeguards in existence that prevent frivolous lawsuits from being tried which have survived a motion to dismiss." *Williams v. Precision Coil, Inc.*, 194 W.Va. 52, 58, 459 S.E.2d 329, 333 (1995) (internal quotations and citations omitted).

32. On a motion for summary judgment, after the moving party points to the absence of evidence supporting the nonmovant's case:

... the nonmovant must identify specific facts in the record and articulate the precise manner in which that evidence supports its claims. As to material facts on which the nonmovant will bear the burden at trial, the nonmovant must come forward with evidence which will be sufficient to enable it to survive a motion for directed verdict at trial. If the nonmoving party fails to meet this burden, the motion for summary judgment *must* be granted.

Powderidge Unit Owners Association v. Highland Properties, Ltd., 196 W.Va. 692, 698-99, 474 S.E.2d 872, 878-79 (1996).

33. The West Virginia Rules of Civil Procedure make the entry of summary judgment mandatory, where the nonmoving party responds with nothing more than bald denials and unsupported allegations. See W. VA. R. CIV. P. 56(e).¹

34. Here, Boone has failed to come forward with any evidence in support of its claims, has failed to raise a genuine issue of material fact, and has failed to respond to Defendants' Motions for Summary Judgment – mandating the entry of summary judgment.

Boone Has No Evidence of Injury or Damages

35. Under West Virginia law, a required element of a breach of contract claim is "that the plaintiff has been injured as a result" of the breach. *Wince v. Easterbrooke Cellular Corp.*, 681 F.Supp.2d 688, 693 (N.D. W.Va. 2010). Similarly, civil conspiracy and tortious interference require proof of injury to the plaintiff. *Dixon v. American Indus. Leasing Co.*, 162 W.Va. 832, 834 (1979) (regarding tort claims).

36. Here, Boone's claims for breach of contract, civil conspiracy and tortious interference necessarily fail because Boone has presented no evidence of resulting injury or damages. Accordingly, summary judgment in favor of Defendants on all claims is appropriate.

Breach of Contract

37. Even if Boone could prove damages, Ford has not breached the Agreement by approving Thornhill's relocation request. The Agreement expressly gives Ford the contractual right to determine the numbers and locations of its dealers. In Section 9(a) titled "Determination of Dealer Representation," the Agreement provides that Ford "reserves the right to determine,

¹ Rule 56(e) of the West Virginia Rules of Civil Procedure provides, in pertinent part:
(w)hen a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest on the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If the adverse party does not so respond, summary judgment, if appropriate, shall be entered against the adverse party.

W. VA. R. CIV. P. 56(e) (emphasis added).

from time to time, in its best judgment, the numbers, locations and sizes of authorized dealers necessary for proper and satisfactory sales and service representation" for Ford products "within and without the Dealer's Locality." Agreement, Standard Provisions, p. 12, ¶ 9(a).

38. Given this clear contractual provision, Boone cannot prove a breach. See, e.g., *Benson v. AJR, Inc.*, 226 W.Va. 165, 173-76, 698 S.E.2d 638, 648-49 (2010) ("a valid written instrument which expresses the intent of the parties in plain and unambiguous language is not subject to judicial construction or interpretation but will be applied and enforced according to such intent") (internal quotations/citations omitted).

39. An Eleventh Circuit case examining ¶ 9(a) of the Agreement is instructive. In *Ernie Haire Ford, Inc. v. Ford Motor Company*, 260 F.3d 1285, 1290-91 (11th Cir. 2001), the Eleventh Circuit affirmed summary judgment in favor of Ford on a breach of contract claim asserted under the Agreement. There, Ford denied the dealer's request to relocate. Relying on the same "best judgment" language of ¶ 9(a), the court concluded as follows with respect to Ford's relocation decisions:

Under the [Dealership] Agreement, it is [Ford's]...*own* judgment that controls, not [the dealer's]...judgment, not a jury's judgment and not a reasonable business person's judgment. [Section 9(a)] merely requires that [Ford]...use *its* best judgment in determining the relocation of its dealerships. This clear and unambiguous provision cannot be interpreted as opening the door for a jury to second-guess [Ford's]... judgment or as setting limits on [Ford's]...reasons for making a relocation determination.

Id. at 1291 (emphasis in original).

40. Further, Boone has not identified any specific provision of the Agreement that prevents Ford from approving the relocation of another Ford dealer or reassigning areas of sales and service responsibility. To the extent Boone attempts to rely on preamble language or other miscellaneous provisions of the Agreement, specific provisions of the Agreement, such as ¶ 9(a),

trump general language. See e.g., *United States v. Marietta Mfg. Co.*, 339 F. Supp. 18, 27 (S.D.W.Va. 1972) ("in view of the settled rule of construction to the effect that where there is a repugnancy between general and specific clauses in a contract, the latter will govern") (citing *Taylor v. Buffalo Collieries Co.*, 72 W. Va. 353, 356, 79 S.E. 27 (1913)); see also *Aetna Cas. & Sur. Co. v. Holsten*, 100 F.3d 950, *3 (4th Cir. 1996) (unpublished) ("when interpreting a contract, a court should follow the interpretive philosophy that specific language trumps general text;" "[b]ecause it is the policy's only provision that specifically addresses the issue of liability for alcohol related injuries, the specific, clearly worded liquor liability provision controls").

41. In its Complaint, Boone alleges that Ford approved the relocation of Thornhill without "good cause" (§ 20); however, even if Boone had adduced evidence of lack of good cause, which it did not, Boone has not identified a "good cause" requirement for the approval of relocations under the Agreement.

42. Boone also complains that its assigned Dealer Locality changed as a result of Thornhill's relocation; specifically, under Ford's standard methodology applied to all dealers, two Census Tracts were reassigned from Boone to Thornhill.

43. However, the Agreement expressly gives Ford the contractual right to designate areas of sales and service responsibility (Dealer Localities) to its dealers. The Agreement provides that "Dealer's Locality" is "the locality designated in writing to the Dealer by the Company from time to time as the area of the Dealer's sales and service responsibility for Company Products." Agreement, Standard Provisions, p. 2, § 1(j). Again, given this clear contractual provision, Boone cannot prove a breach. See, e.g., *Benson*, 226 W.Va. at 175-76, 698 S.E.2d at 648-49.

44. Accordingly, summary judgment in favor of Ford on the breach of contract claim is appropriate.

Civil Conspiracy

45. Under West Virginia law, "a civil conspiracy is a combination to commit a tort." *Dunn v. Rockwell*, 225 W.Va. 43, 56, 689 S.E.2d 255, 268 (2009). Notably, "[i]n order for civil conspiracy to be actionable it must be proved that the defendants have committed some wrongful act or have committed a lawful act in an unlawful manner to the injury of the plaintiff." *Id.* at 56-57, 268-69 (quotations omitted). "A civil conspiracy is not a *per se*, stand-alone cause of action; it is instead a legal doctrine under which liability for a tort may be imposed on people who did not actually commit a tort themselves but who shared a common plan for its commission with the actual perpetrator(s)." *Id.* at 57, 269.

46. Under these standards, Boone's claim for civil conspiracy must be dismissed for at least two reasons. First, there was no underlying wrongful act to support a civil conspiracy claim. Boone has admitted that it has no evidence of any unlawful plan or civil conspiracy. Instead, Boone simply takes issue with the fact that Thornhill made a request to relocate, and that Ford approved the request. However, a "request" to relocate and an "approval" of the same are not wrongful acts. The Court previously dismissed Boone's statutory claim, and Ford's approval of Thornhill's request to relocate was the exercise of a contractual right. *See Dixon v. American Industrial Leasing Co.*, 162 W.Va. 832, 835, 253 S.E.2d 150, 153 (1979) ("There was no wrongful act to support the alleged conspiracy if the act complained of, termination of the lease, was the result of an exercise of an absolute right.").

47. Second, the "law on civil conspiracy recognizes a distinction between a combination which is motivated by the malicious desire to destroy another's business and one

motivated by the simple desire to compete and engage in business." *Polittino v. Azzon, Inc.*, 212 W.Va. 200, 204, 569 S.E.2d 447, 451 (2002). Where two or more parties combine together for the purpose of engaging in business competition and rivalry, and not for the purpose of destroying another in its business, the combination cannot be considered a civil conspiracy. *Id.*

48. Here, there is no evidence that Ford and Thornhill combined together with the "malicious desire" to destroy Boone's business. The undisputed evidence is that Thornhill's relocation was motivated by legitimate business decisions relating to the expiration of its current lease.

49. Accordingly, summary judgment in favor of Defendants on the civil conspiracy claim is appropriate.

Tortious Interference

50. Boone alleges that Thornhill "tortiously interfered" with Boone's contractual relationships with Ford. To state a prima facie claim of tortious interference with prospective business relations, Boone must show: (1) the existence of its own contractual or business relationship or expectancy; (2) an intentional act of interference by a party outside that relationship or expectancy; (3) proof that the interference caused the harm sustained; and (4) damages. *Precision Piping & Instruments, Inc. v. E.I. DuPont De Nemours and Company*, 707 F. Supp. 225, 231 (S.D. W. Va. 1989) (citing *Torbett v. Wheeling Dollar Savings & Trust Co.*, syl. pt. 2, 314 S.E.2d 166 (1983)). "Tortious interference requires a purposeful wrongful act without justification or excuse." *Water Eng'g Consultants Inc. v. Allied Corp.*, 674 F. Supp. 1221, 1225 (S.D. W. Va. 1987).

51. "[T]he proximate cause of injury is the superior or controlling agency from which springs the harm, as contradistinguished from those causes which are merely incidental or

subsidiary to such principal and controlling causes." *United States v. Davis Mem'l Hosp.*, 956 F.2d 1163 (4th Cir. 1992). "Defendants are not liable for interference . . . if they show defenses of legitimate competition between plaintiff and themselves . . ." *C.W. Dev., Inc. v. Structures, Inc. of W. Virginia*, 185 W. Va. 462, 465, 408 S.E.2d 41, 44 (1991).

52. First, the very contractual relationship (the Agreement) with which Boone alleges interference specifically provides that Ford can re-assign PMA, or "Dealer Locality," and relocate new motor vehicle dealers. Agreement, Standard Provisions, p. 2, ¶ 1(j). Further, the Agreement specifically provides that Ford "reserves the right to determine, from time to time, in its best judgment, the numbers, locations and sizes of authorized dealers necessary for proper and satisfactory sales and service representation for COMPANY PRODUCTS within and without the DEALER'S LOCALITY." Agreement, Standard Provisions, p. 12, ¶ 9(a).

53. Further, in its response to Thornhill's Request for Admission No. 2, Boone admits that only Ford can determine the dealer locality.

54. Consequently, Thornhill cannot be liable for conduct which Thornhill is permitted to do, but also that which Ford has the legal and contractual right to do.

55. Further, the notion that Thornhill somehow tortuously interfered with Boone by requesting a relocation is further discredited by the West Virginia Dealer Act, as it specifically contemplates relocations, in §17A-6A-12(1):

As used in this section, "relocate" and "relocation" do not include the relocation of a new motor vehicle dealer within four miles of its established place of business; or an existing new motor vehicle dealer sells or transfers the dealership to a new owner and the successor new motor vehicle dealership owner relocates to a location within four miles of the seller's last open new motor vehicle dealership location. The relocation of a new motor vehicle dealer to a site within the area of sales responsibility assigned to that dealer by the manufacturing branch or distributor may not be within six air miles of another dealer of the same line-make.

(emphasis added).² Accordingly, Thornhill could not have tortiously interfered with Boone by exercising rights to which Thornhill is entitled by statute.

56. Last, the law is clear that businesses that are engaged in legitimate competition do not tortiously interfere with one another. *C.W. Dev., Inc. v. Structures, Inc. of W. Virginia*, 185 W. Va. 462, 465, 408 S.E.2d 41, 44 (1991). Clearly, Boone and Thornhill "compete" in the sense that they sell the same line-make for Ford in a similar geographic area.

57. Accordingly, summary judgment in favor of Thornhill on the tortious interference claim is appropriate.

Conclusion

The Court therefore **GRANTS** summary judgment in Defendants' favor on all remaining claims. Now that all claims in the case have been ruled on, pursuant to W. Va. R. Civ. P. 54 and 58, the Court directs the Clerk to enter **FINAL JUDGMENT** in favor of defendant Ford Motor Company and defendant Thornhill Group, Inc. d/b/a Thornhill Ford Lincoln and against plaintiff Boone Motor Sales, Inc. d/b/a Stephens Auto Center as to all claims.

Further, at the request of the Defendant Thornhill, the file case will remain open for a period of sixty (60) days from the date of entry of Final Judgment for the sole purpose of allowing Defendant Thornhill to file such motions for sanctions and/or costs and expenses as it may deem appropriate after which date, in the absence of the filing of the same, this action shall be closed.

Dated: July 27 115


James H. Young, Jr.
Honorable James H. Young, Jr.

² Of note, this Court has already determined in its prior ruling that neither Defendant failed to comply with the West Virginia Dealer Act.

Lee Ann Zickel

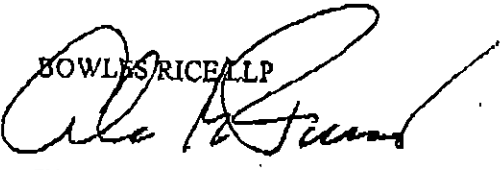
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