IN THE SUPREME COURT OF MISSISSIPPI
NO. 2007-M-01171-SCT

WATSON QUALITY FORD, INC. — APPELLANT/DEFENDANT

VS.

CARLOS CASANOVA and
SHIRLEY CASANOVA — APPELLEE/PLAINTIFFS

APPEAL FROM THE CIRCUIT COURT
OF HINDS COUNTY, MISSISSIPPI

REPLY BRIEF OF APPELLANT WATSON QUALITY FORD, INC.

ORAL ARGUMENT REQUESTED

MICHAEL W. BAXTER (MSB #[redacted]
BARRY D. HASSELL (MSB #[redacted]
COPELAND, COOK, TAYLOR & BUSH, P.A.
600 Concourse, Suite 100
1076 Highland Colony Parkway
Post Office Box 6020
Ridgeland, Mississippi 39158
Telephone: (601) 856-7200
Facsimile: (601) 353-6235

ATTORNEYS FOR APPELLANT

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page

State Cases:

Federal Cases:

Statutes & Rules:

INTRODUCTION

The sole purpose of Casanova's continued assertion that this is not a products liability case is an attempt to avoid governance of his claims under the MPLA. Given the undisputed facts of this case, this is, without a doubt, a products liability lawsuit. A "products liability action" is defined as:

> "A lawsuit brought against a manufacturer, seller, or lessor of a product - **regardless of the substantive legal theory or theories upon which the lawsuit is brought** - for personal injury, death or property damage caused by the manufacture, construction, design, formulation, installation, preparation, or assembly of a product."[1]

Casanova's argument that this is not a products liability case lacks any merit. Ford Motor Company has fully addressed the reasons why Casanova's claims are governed by MPLA in its separate appeal, 2007-IA-01172-SCT. Watson Quality agrees with, and adopts herein, Ford's position and supporting argument that the MPLA exclusively governs all product liability actions regardless of the legal theory asserted in the complaint.[2] **However, for purposes of this appeal, it makes no difference whether Casanova's claims are governed by the MPLA.**

Even under the warranty and negligence theories advanced by Casanova, he still must offer proof of a specific defect in the van that proximately caused the subject accident to establish his claims, similar to the MPLA.[3] Casanova's argument that "Proof of a specific defect is not required in a breach of implied warranty of merchantability, breach of implied warranty of fitness, or garden

---

[1]See Black's Law Dictionary (8th Ed. 1999).

[2]Casanova's IWM and IWFPP claims against Ford and Watson Quality are identical and were denied in the exact same manner by the trial court. The only other claim is a negligence claim against Watson Quality.

[3]See Miss. Code § 11-1-63.

variety negligent repair case,"[4] is in direct contravention to established Mississippi law and the crux of this appeal.[5]

Accordingly, whether evidence of a specific defect in the van that proximately caused the subject accident is required for Casanova to maintain his warranty and negligence claims is the purely legal issue before this Court on appeal. Because such evidence is required under Mississippi law, this Court should reverse the lower court's decision and render summary judgment in Watson Quality's favor on all of Casanova's claims against it.[6]

RESPONSE TO CASANOVA'S STATEMENT OF FACTS

Casanova's nine-page statement of facts is replete with **immaterial** disputed facts offered in a last-ditch attempt to create a jury question and survive summary judgment. However, "the existence of a hundred contested issues of fact will not thwart summary judgment where none of them is material." *Evan Johnson & Sons Construction v. State*, 877 So.2d 360, 365 (Miss. 2004); *Shaw v. Burchfield*, 481 So.2d 247, 252 (Miss. 1985). The only material facts necessary for the Court to render its decision in this matter are **undisputed**. The most significant of which are the admissions contained in Reverend Victor Dixon's deposition, specifically:

> **Q: ...You're not saying these parts contain any type of specific defect; is that right?**

---

[4]See Appellee Brief, page 12, paragraph 2.

[5]*Russell v. Ford Motor Company*, 960 So.2d 495 (Miss. App. 2006); *Farris v. Coleman Co., Inc.*, 121 F. Supp. 2d 1014 (N.D. Miss. 2000); *Davis v. Ford Motor Company*, 375 F. Supp. 2d 518 (S.D. Miss. 2005); *Rolison v. City of Meridian*, 691 So.2d 440 (Miss. 1997).

[6] Watson Quality's counsel would point out that it takes offense to Footnote 3 of Casanova's Appellee Brief. There are absolutely no disrespectful or disparaging remarks showing contempt for the trial court contained in the Appellant's Brief. Watson Quality's counsel has the highest respect for, and gives the utmost deference to, all judges in the State of Mississippi. The fact that the Appellee's brief even suggests such conduct, which is so clearly absent from Watson Quality's brief, is disingenuous and worthy of reprimand.

A: I mean, I don't know. I don't know if they was defective. I don't know. I'm not - - I can't give an opinion of that. (R.E. 2:794)

Q: As you sit here today, you can't point to any defect in any steering component in the Ford van Mr. Casanova was driving on the day of the accident that caused this accident, correct?

A: No. Correct. And just to let me say, in my opinion, nobody can, you know. (R.E. 2:781)

There is no possible way to construe Dixon's testimony as evidentiary proof of a specific defect that proximately caused the accident. These admissions alone require that the lower court's ruling be reversed and rendered in favor of Watson Quality on all claims against it because proof of a specific defect and proximate causation are required to maintain breach of warranty and negligence claims as a matter of law.[7]

Even if Dixon's testimony could be construed as evidence of a specific defect and proximate causation, it is undisputed that Casanova was involved in two wrecks on the same day in the subject van that went unrepaired and uninspected by a mechanic for four months before the subject accident. (R.E. 2:758-759). The undisputed fact renders it impossible for Casanova to proof that the van was in substantially the same condition at the time of the subject accident as when it left the manufacturer as required by Mississippi law. [8]

Further, because Casanova has no evidence of a specific defect, his negligence claim against Watson Quality fails. Simply put, Watson Quality owed no duty to repair a defect which did not

---

[7] *Russell v. Ford Motor Company*, 960 So.2d 495 (Miss. App. 2006); *Farris v. Coleman Co., Inc.*, 121 F. Supp. 2d 1014 (N.D. Miss. 2000); *Davis v. Ford Motor Company*, 375 F. Supp. 2d 518 (S.D. Miss. 2005); *Rolison v. City of Meridian*, 691 So.2d 440 (Miss. 1997).

[8] *Russell v. Ford Motor Company*, 960 So.2d 495 (Miss. App. 2006); *Farris v. Coleman Co., Inc.*, 121 F. Supp. 2d 1014 (N.D. Miss. 2000); *Davis v. Ford Motor Company*, 375 F. Supp. 2d 518 (S.D. Miss. 2005).

exist. Further, because Casanova has no evidence of proximate causation, an essential legal element of any negligence claim, his negligence claims against Watson Quality also fails.[9]

Even if it is determined that Casanova has evidence of a specific defect and proximate causation, which is denied, two additional undisputed facts absolve Watson Quality of any potential liability. Specifically, Casanova admits that on the morning of the subject accident, May 11, 2000, he took the vehicle in to Watson Quality for diagnosis of the alleged pulling problem and, "Watson Quality employees asked Carlos to leave the van so repairs could be made, but he was unable to leave it..."[10] The subject accident occurred just hours later. But-for Casanova's refusal, Watson Quality could have diagnosed and repaired the vehicle before the subject accident. Accordingly, Watson Quality cannot be held liable for Casanova's refusal to leave the van for diagnosis or repair.[11]

Additionally, Casanova's admission that, "the van was driveable and did not need any repair work until after the steering components broke prior to the accident on May 11, 2000," absolves Watson Quality of any duty to repair the van prior to the subject accident.[12] (R.E. 7:923). It reduces Casanova's allegation that Watson Quality negligently repaired, or failed to repair, the van prior to

---

[9] *Rolison v. City of Meridian*, 691 So.2d 440 (Miss. 1997).

[10] See Appellee Brief, page 8, paragraph 2.

[11] This admission renders all the alleged factual disputes regarding Watson Quality's alleged prior repair, created by Casanova's self-serving deposition and affidavit, immaterial. Watson Quality would note that Footnotes 5 and 6 to Appellee's Brief regarding the potential spoilation of evidence are frivolous and disingenuous. Not only does Casanova have no evidence of spoilation of evidence, nor even alleged the same until now, but moreover, Casanova only states Watson Quality would "have reasons to destroy records" and the company "could have spoliated evidence." Casanova is not even asserting that Watson Quality did spoliate evidence, just that it could have. This entire argument is a complete red herring.

[12] Casanova contends that the steering components broke on the van just seconds before the accident in question. (R. 3:286).

the subject accident, and all the alleged factual disputes regarding the van's claimed prior repair, to being immaterial.

Finally, with regard to Casanova's frivolous IWFPP claim, nothing in his Appellee Brief changes that fact that the van was purchased for the ordinary purpose of transportation and that Jack DeMoney, the purchaser of the van, did not rely on any specific representation from the seller, Watson Quality. Accordingly, no IWFPP claim exists.

ARGUMENT

Based on the undisputed facts in this case, it is clear that Casanova has no evidence of a specific defect that proximately caused the subject accident. Casanova basically admits the same by arguing that, "Proof of a specific defect is not required in a breach of implied warranty of merchantability, breach of implied warranty of fitness, or garden variety negligent repair case."[13] It is this misstatement of Mississippi law that Casanova is relying on to survive summary judgment. **Accordingly, whether proof of a specific defect is required to establish breach of warranty and negligence claims is the undisputed legal issue before this Court on appeal.** Watson Quality submits that Mississippi law clearly requires that such proof is required and that Casanova admittedly does not have the required proof.[14] Accordingly, the lower court's ruling should be reversed and rendered in favor of Watson Quality on all of Casanova's claims against it.

---

[13]See Casanova's Appellee Brief, page 12, paragraph 2.

[14]*Russell v. Ford Motor Company*, 960 So.2d 495 (Miss. App. 2006); *Farris v. Coleman Co., Inc.*, 121 F. Supp. 2d 1014 (N.D. Miss. 2000); *Davis v. Ford Motor Company*, 375 F. Supp. 2d 518 (S.D. Miss. 2005).

I. CASANOVA MUST OFFER PROOF OF A SPECIFIC DEFECT AND PROXIMATE CAUSATION IN ORDER TO ESTABLISH A BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY CLAIM (IWM).

Watson Quality submits that Mississippi law clearly requires proof that a particular component of a vehicle was defective and proximately caused a subject accident to establish IWM and negligence claims.[15] Because Casanova has no such proof, the lower court's ruling should be reversed and rendered in favor of Watson Quality on all claims against it.

A. The *Russell, Davis*, and *Farris* Decisions

The trilogy of cases (*Russell, Davis*, and *Farris)* cited and discussed in Watson Quality's Appellant Brief are directly on point and unequivocally require proof of a specific defect and proximate causation to maintain a breach of IWM claim.[16] The only retort offered by Casanova to this legal precedent is that these are "products liability cases" and therefore irrelevant. However, what Casanova attempts to completely disregard is that all three of these cases involved claims for breach of the IWM, and all three required proof that a particular component of the product was defective.[17] In fact, the *Davis* and *Russell* cases involved personal injury claims against Ford caused by an alleged defect in the vehicle, the very same factual scenario against the same defendant in this case.[18]

---

[15] *Russell v. Ford Motor Company*, 960 So.2d 495 (Miss. App. 2006); *Farris v. Coleman Co., Inc.*, 121 F. Supp. 2d 1014 (N.D. Miss. 2000); *Davis v. Ford Motor Company*, 375 F. Supp. 2d 518 (S.D. Miss. 2005).

[16] *Id.*

[17] *Id.*

[18] *Russell v. Ford Motor Company*, 960 So.2d 495 (Miss. App. 2006); *Davis v. Ford Motor Company*, 375 F. Supp. 2d 518 (S.D. Miss. 2005).

The reason Casanova "turns a blind eye" to the IWM claims in the *Russell, Davis*, and *Farris* cases and their holdings which require proof of a specific defect to maintain a breach of IWM claim is simple: Casanova has no legal rebuff.[19]

Casanova attempts to argue that under IWM law he does "not have to prove a manufacturing or design defect, but rather nonconformance of the product to similar products," citing *Hargett v. Midas International Corp.*, 508 So.2d 663, 665 (Miss. 1987). However, the *Russell, Davis* and *Farris* cases, decided nearly twenty years after *Hargett*, specifically reject this precise argument, to-wit:

> In other words, plaintiffs insinuate that...they need not prove a specific defect, in that it is instead enough merely to show that something must have been defective, for otherwise [the driver] would not have been thrown from the vehicle. **Their position is rejected.** The court concludes that...plaintiffs cannot prove the existence of a defect at the time the vehicle left the manufacturer merely by showing that the seat belt and the door somehow came unlatched or otherwise failed during the accident. They need expert proof that these systems were defective, and this, they obviously lack.

Davis, 375 F. Supp. at 523.[20]

Just as the plaintiffs in *Davis* could not show evidence of a defect by simply proving that the seat belt or door came unlatched or failed, Casanova cannot show the existence of a defect merely

---

[19]*Russell v. Ford Motor Co.*, 2006 WL 2947874, *4 (Miss. App. 2006); *Farris v. Coleman Co., Inc.*, 121 F. Supp. 2d 1014, 1018 (N.D. Miss. 2000); *Davis v. Ford Motor Co.*, 375 F. Supp. 2d 518, 523 (S.D. Miss. 2005).

[20]See also *Russell, supra* ("Establishing that one of these components was defective when it left Ford's control in 1996 is an essential element of every one of [plaintiff's] claims. Because plaintiff has failed to make a sufficient showing on those material facts, the granting of summary judgment was appropriate."); *Farris v. Coleman Co., Inc., supra* ("to establish a breach of merchantability, a plaintiff must prove the goods had a defect which caused plaintiff's damage.")(emphasis added).

because Casanova testified that the van had a pulling problem and Victor Dixon believes the steering components broke prior to the accident.

Because Casanova has no evidence of a particular defect or proximate causation, his IWM claim fails as a matter of law and the lower court's ruling should be reversed and rendered in favor of Watson Quality on all claims against it.

B. Casanova's Alleged Legal Authority

Despite the clear holdings in *Russell, Davis* and *Farris*, Casanova still insists that evidence of a specific defect and causation are not required to establish a breach of IWM claim. However, all of the legal authority cited by Casanova is support of his position is either from another jurisdiction, involves express warranty claims (not IWM claims), or simply does not support his position. Specifically, Casanova primarily relies on four cases: (1) *Hargett v. Midas International Corp.*, 508 So. 2d 663 (Miss. 1987); (2) *Forbes v. General Motors Corp.*, 935 So. 2d 869 (Miss. 2006); (3) *Royal Lincoln-Mercury Sales, Inc. v. Wallace,* 415 So. 2d 1024 (Miss. 1982); and (4) *Henningsen v. Bloomfield Motors, Inc.*, 161 A. 2d 69 (N.J. 1960). Watson Quality finds is necessary to briefly address each of these cases.

Casanova relies on *Hargett* for his position that, "In order to prevail on a breach of implied warranty of merchantability claim involving an automobile, the plaintiff does not have to prove a manufacturing or design defect, but rather nonconformance of the product to similar products."[21] Casanova's reliance on *Hargett* in making this argument is misplaced. *Hargett* did not hold that a plaintiff could establish a breach of the IWM without proof of a specific defect.[22] Moreover, the

---

[21]See Appellee Brief, page 17, paragraph 2.

[22]*See Hargett,* 508 So. 2d at 664.

Russell, Davis and *Farris* cases, decided 20 years after *Hargett* clearly opine that a plaintiff must prove a particular component of the product was defective and proximately caused the subject accident to maintain a claim for breach of IWM.

The *Forbes* and *Wallace* cases cited by Casanova have no relevance to this case because they involve express warranty claims under the MPLA, not a claim under IWM.[23] Contrary to their representations to the Court, Casanova did not assert an express warranty claim in this case. (R.E. 2:730). Therefore, *Forbes* and *Wallace* are totally inapplicable to this case.

Finally, left with no Mississippi case law to support his position that proof of a specific defect and proximate causation are not required to establish a breach of IWM claim, Casanova resorts to, and devotes nearly three pages to, the nearly 50 year-old New Jersey decision of *Henningsen v. Bloomfield Motors, Inc.* in support of his position. Not only does the *Henningsen* decision have no binding authority on this Court, but in fact, this Court has criticized the *Henningsen* decision questioning the practice of filing product liability actions under the guise of breach of IWM claims.[24]

The case law cited by Casanova can be described as, at best, grasping at straws. Casanova has offered no binding legal precedent for his position that proof of a specific defect and proximate causation are not required to maintain a breach of IWM claim. On the contrary, Watson Quality has offered on-point cases, which plainly require proof of a specific defect and proximate causation to

---

[23]See *Forbes*, 935 So. 2d at 876; *Wallace*, 415 So. 2d at 1028.

[24]In *Coca Cola Bottling Co., Inc. of Vicksburg v. Reeves*, this Court noted that "[i]n cases such as *Henningsen*...creative lawyers advanced the law of products liability by asserting a theory of implied warranty...[but][s]trong argument may be made that, with the advent of Section 402A of the Restatement (Second) of Torts and the acceptance into our positive law of the doctrine of strict liability in tort, ***the breach of implied warranty theory of a products liability action should be relegated to the status of an important historical development in products liability law, wholly supplanted by strict liability in tort.***" 486 So. 2d 374, 384 (Miss. 1986).

maintain a breach of IWM claim. For these reasons, the lower court's ruling should be reversed and rendered in favor of Watson Quality on all claims against it.

II. CASANOVA MUST PROVE THAT THE VAN WAS IN SUBSTANTIALLY THE SAME CONDITION AT THE TIME OF THE ACCIDENT AS IT WAS WHEN IT LEFT THE MANUFACTURER TO MAINTAIN A BREACH OF IWM CLAIM.

Even if this Court finds that sufficient evidence of a specific defect existed at the time of the accident, which is denied, Casanova cannot establish that the van was in substantially the same condition at the time of the accident as it was when it left the manufacturer, which is required to establish a breach of IWM claim under Mississippi law.[25] In fact, all the evidence is to the contrary. It is undisputed that Casanova was involved in two wrecks (on the same day) in the subject van that went unrepaired, and uninspected by a mechanic, four months before the subject accident. (R.E. 2:758-759). Moreover, one of the two prior accidents resulted in damage to the front of van, similar to the accident giving rise to the case at bar. (R.E. 2:759). Accordingly, there is no possible way for Casanova to establish, much less argue, that the van was in substantially the same condition at the time of manufacture as it was at the time of the accident.[26] Because Casanova cannot prove that the

---

[25]A plaintiff has the burden of proving that the allegedly defective product was "in substantially the same condition at the time of a plaintiff's injury as the product was when it left the custody and control of the defendant." *Langford v. Makita U.S.A. Inc.*, 1998 WL 34024159, *2 (N.D. Miss. 1998); *see also CEF Enterprises, Inc. v. Betts*, 836 So. 2d 999, 1003 (in order to prevail on a breach of implied warranty claim, a plaintiff must prove that "the defect was present when the product left the defendant's control....").

[26]The fact that Casanova disputes whether the two prior wrecks were Casanova's fault or affected the van's steering is immaterial because it is undisputed that the van was damaged in the wrecks and was not repaired prior to the subject accident. Accordingly, Casanova cannot show that the van was in substantially the same condition immediately prior to the subject wreck as when it left the manufacturer, Ford.

van was defective when it left the control of the manufacturer, Ford, Casanova's breach of IWM claim against Watson Quality fails as a matter of law.[27]

III. CASANOVA'S NEGLIGENCE CLAIM AGAINST WATSON QUALITY FAILS AS A MATTER OF LAW.

Casanova has not, and cannot, offer the necessary proof to maintain a negligence claim against Watson Quality under Mississippi law. *Rolison v. City of Meridian*, 691 So.2d 440 (Miss. 1997).

A. Casanova Must Prove a Specific Defect in the Subject Van and Proximate Causation to Maintain a Negligence Claim Against Watson Quality.

It is undisputed that Casanova has no evidence that a specific defect existed in the van that proximately caused the subject accident, per the deposition testimony of his expert, Victor Dixon. (R.E. 2:781, 794). Watson Quality cannot possibly owe a duty to repair an alleged defect which does not exist. Because Watson Quality owed no duty to repair a non-existent defect, there can be no breach of that duty.[28] Further, Casanova admittedly has no evidence that Watson Quality's alleged negligent repair of the van proximately caused the subject accident. Accordingly, Casanova's negligence claim against Watson Quality fails as a matter of law. The lower court's ruling should be reversed and summary judgment rendered in favor of Watson Quality on all claims against it.

1. Casanova's Alleged Legal Authority

The *Weathersby* case, relied upon by Casanova, is not analogous to this case. *Weathersby Cheverolet Co., Inc. v. Redd Pest Control, Inc.*, 778 So.2d 130 (Miss. 2001). The most significant distinction between the two is that in *Weathersby*, the plaintiff, Redd Pest Control, offered expert

---

[27]It is undisputed that Watson Quality did not alter, change, modify, or work on the van prior its sale and, therefore, sits in the same position as Ford as to these claims. (R. 925).

[28]*Century 21 Deep South Properties, Ltd. v. Corson*, 612 So.2d 359 (Miss. 1992).

testimony that an electrical short caused by the negligent repair of the air conditioning control panel proximately caused the fire that destroyed the truck in question. *Id* at 134, 135. In other words, Redd Pest offered the necessary proof of a specific defect and proximate causation to maintain a negligent repair claim. Contrary to *Weathersby*, in the case at bar, Casanova admittedly has no evidence of a specific defect, nor proximate causation, as testified to by his expert, Victor Dixon. (R.E. 2:781, 794). Therefore, Casanova does not have the required proof necessary to establish a negligent repair claim. Not only is Casanova's reliance on *Weathersby* misplaced, but *Weathersby* further confirms Watson Quality's position that Casanova has not, and cannot, provide the necessary proof to maintain a negligence claim against Watson Quality.

B. Casanova's Refusal to Leave the Van for Diagnosis and Repair Absolves Watson Quality of Any Liability.

Even if this Court finds that Casanova has evidence of a specific defect and proximate causation, which is denied, Casanova's refusal to leave the van for diagnosis and repair absolves Watson Quality of any liability. Casanova specifically admits that on the morning of the subject accident, May 11, 2000, he took the vehicle in to Watson Quality for diagnosis of the alleged pulling problem and, "Watson Quality employees asked Carlos to leave the van so repairs could be made, but he was unable to leave it..."[29] The subject accident occurred just hours later. (R.E. 2:699). But-for Casanova's refusal, Watson Quality could have diagnosed and repaired the van before the subject accident.

These facts further distinguish this case from *Weathersby*, wherein the truck in question was taken in for diagnosis of a problem with the air conditioning system, the problem was identified, and repair work was performed. *Id* at 134. The *Weathersby* facts are in stark contrast to this case wherein

---

[29]See Appellee Brief, page 8, paragraph 2.

Casanova refused to leave the van at Watson Quality for diagnosis and repair on the morning of the subject accident.[30] Accordingly, Watson Quality cannot be held liable for Casanova's refusal to leave the van, which prevented Watson Quality from diagnosing and repairing the van just hours before the subject accident.

C. Casanova's Admission That the Van Did Not Need Repair Until Seconds Before the Accident Absolves Watson Quality of Any Potential Liability.

Casanova admits that, "the van was driveable and did not need any repair work until after the steering components broke prior to the accident on May 11, 2000." (R. 7:923). Casanova further asserts that the steering components broke on the van just seconds before the subject accident. (R. 3:286). Accordingly, Casanova admits that no repair work was needed on the van until seconds before the accident. This admission completely absolves Watson Quality of any duty to repair the van prior to the accident in question and reduces Casanova's allegation that Watson Quality negligently repaired, or failed to repair, the van prior to the accident in question to being immaterial.

IV. CASANOVA'S IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CLAIM FAILS AS A MATTER OF LAW.

Nothing in Casanova's Appellee Brief changes the fact that the subject van was purchased for the ordinary purpose of transportation and the purchaser of the van, Jack DeMoney, did not rely on any specific representation from Watson Quality. DeMoney simply requested a white cargo van. Based on these facts, no IWFPP existed on the van and Casanova's claim for breach of IWFPP claim fails as a matter of law.[31]

---

[30]See Appellee Brief, page 8, paragraph 2.

[31]*See Royal Lincoln-Mercury Sales, Inc. v. Wallace,* 415 So. 2d 1024, 1027 (Miss. 1982).

CONCLUSION

For these reasons, this Court should reverse the lower court's decision and render summary judgment in favor of Watson Quality on all of Casanova's claims against it.

RESPECTFULLY SUBMITTED, this the 4th day of June, 2008.

WATSON QUALITY FORD, INC.

By: _____
MICHAEL W. BAXTER (MSB #[redacted]
BARRY D. HASSELL (MSB #[redacted]
Attorneys for Appellant

OF COUNSEL:
COPELAND, COOK, TAYLOR & BUSH, P.A.
MICHAEL W. BAXTER ([redacted]
BARRY D. HASSELL [redacted]
600 Concourse, Suite 100
1076 Highland Colony Parkway
Post Office Box 6020
Ridgeland, Mississippi 39158
Telephone: (601) 856-7200
Facsimile: (601) 353-6235

CERTIFICATE OF SERVICE

I, Barry D. Hassell, do hereby certify that I have this day caused to be mailed, via United States mail, first-class postage prepaid, a true and correct copy of the foregoing document to:

The Honorable Tomie T. Green
HINDS COUNTY CIRCUIT COURT
P.O. Box 327
Jackson, Mississippi 39205

Carroll E. Rhodes, Esq.
Attorney at Law
P.O. Box 588
Hazlehurst, Mississippi 39083-0588

Joseph E. Roberts, Jr., Esq.
Pittman, Germany, Roberts & Welsh, LLP
P.O. Box 22985
Jackson, Mississippi 39225-2985

Walker W. Jones, III, Esq.
Barry W. Ford, Esq.
Bradley W. Smith, Esq.
Everett E. White, Esq.
BAKER, DONELSON, BEARMAN & CALDWELL
P.O. Box 14167
Jackson, Mississippi 39236-1467

So certified, this the 4th day of June, 2008.

BARRY D. HASSELL

L:\BHassell\209 - MIGA\26 - Casanova v Watson Ford\Supreme Court\Reply Brief 05-30-08.wpd