EA02-025

10-27-03

FORD 10/27/03 LETTER TO ODI

BOOK 6 OF 22

PART A – D

PART C

HOUSTON REGION

CAUSE NO. 23550

[redacted] AND
Plaintiffs

v.

FORD MOTOR COMPANY
Defendant

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§
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§
§
§

IN THE COUNTY COURT

AT LAW NUMBER 2

TRAVIS COUNTY, TEXAS

FILED
96 DEC -5 PM 4:44
DANCY BEAUDOIN
COUNTY CLERK
TRAVIS COUNTY, TEXAS

ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW [redacted] and [redacted] ("Plaintiffs") and file this Original Petition against Ford Motor Company ("Defendant") and for cause would show the following:

I.
PARTIES

Plaintiffs are individuals residing in the State of Texas.

Defendant is a company duly licensed and doing business in the State of Texas. It may be served through its registered agent for service of process, CT Corporation Systems, 350 North St. Paul Street, Dallas, TX 75201.

II.
BACKGROUND FACTS

On June 10, 1996, Plaintiffs' 1992 Ford Crown Victoria caught fire due to a defect or malfunction causing an overheating condition within the wiring or connections in the electrical distribution box. As a result of this, Plaintiffs sustained $11,026.63 in damages.

III.

DEFECTIVE PRODUCT

At the time of this occurrence, Defendant was engaged in the business of designing, manufacturing and marketing automobiles, including the one made the basis of this claim, for

sale to and for use by members of the general public. Plaintiff would show that the automobile in question (V.I.N. 2FACP73W6NX155863) was defective and unsafe for its intended purposes at the time it left the control of Defendant, in that it was defectively designed and/or manufactured in a manner which made the product unreasonably and inherently dangerous. Plaintiff would further show that the automobile in question was defectively marketed by Defendant in that Defendant failed to adequately warn or instruct consumers, including Plaintiff, of the dangers associated with the product.

IV.
STRICT PRODUCT LIABILITY

Plaintiff invokes the doctrine of strict liability, Section 402A, RESTATEMENT (SECOND) OF TORTS, as adopted by the Supreme Court of Texas. Plaintiff alleges that Defendant is strictly liable for designing, manufacturing and marketing the automobile into the stream of commerce when the product was unreasonably dangerous. The defective design, manufacture and/or marketing of the automobile was the proximate cause of the occurrence and of Plaintiff's damages.

Plaintiff would further show that Defendant is strictly liable to Plaintiff under 402B of the RESTATEMENT (SECOND) OF TORTS for misrepresenting that the product was safe and without defect. These representations were false and involved a material fact concerning the character or quality of the automobile. Plaintiff would show that he relied on these representations and that Defendant's misrepresentations were the proximate cause of the occurrence and of Plaintiff's damages.

V.
NEGLIGENCE

Plaintiff alleges that Defendant was negligent in the design, manufacture and/or

marketing of the automobile, in that Defendant knew, or in the exercise of ordinary care, should have known, that the automobile was defective and unreasonably dangerous to ultimate consumers. Plaintiff would show that Defendant's negligent acts and/or omissions were the proximate cause of the occurrence and of Plaintiff's damages.

VI.
RES IPSA LOQUITUR

In that alternative, Plaintiff would further show that he cannot more specifically allege the specific acts of negligent design and manufacture on the part of Defendant, for the reason that the facts in that regard are peculiarly within the knowledge of Defendant, and in the event Plaintiff is unable to prove specific acts of negligent design and manufacture, Plaintiff relies on the doctrine of *res ipsa loquitur*. In this connection, Plaintiff will show that the design and manufacture of the automobile were within the exclusive control of Defendant. Plaintiff had no means of ascertaining the method or manner in which the automobile was designed or manufactured by Defendant. Plaintiff would show that the product came into his possession in the same condition it was in when it left the control of Defendant. The occurrence causing harm to Plaintiff was one which, in the ordinary course of events, would not have occurred without negligence on the part of Defendant. Plaintiff would show that Defendant' negligent acts and/or omissions were the proximate cause of Plaintiff's damages.

VII.
BREACH OF WARRANTY

Plaintiff further alleges that Defendant expressly and impliedly warranted to the public that the automobile was of merchantable quality and was safe and fit for the purposes intended when used under ordinary conditions and in an ordinary manner. Plaintiff would show that Defendant' breach of these warranties were the proximate cause of the occurrence

and of Plaintiff's damages. TEX. BUS. & COM. CODE Sec. 2.314 - 2.315, Sec. 17.50 (a)(2), (Vernon 1989). Plaintiff would further show that Defendant is liable for all attorney fee's pursuant to §38.001 of the Texas Civil Practice & Remedies Code.

VII.
DECEPTIVE TRADE PRACTICES ACT

Plaintiff would show that Defendant is also liable for violations of the Texas Deceptive Trade Practices and Consumer Protection Act ("DTPA"), including:

A. Representations that the product in question, and its component parts, possessed qualities, characteristics, uses and benefits which they did not possess - [TEX. BUS & COM. CODE §17.46(5), (Vernon 1990)];

B. Representations that the product in question, and its component parts, were merchantable when, in fact, they were not fit for the ordinary purposes for which such products were to be used - [TEX. BUS & COM. CODE §17.46(19), (Vernon 1990)];

C. Failing to disclose information concerning dangers of the automobile known to Defendant, when such failure was intended to induce the consumer to purchase the product - [TEX. BUS & COM. CODE §17.46(22), (Vernon 1990)];

The above acts and/or omissions of Defendant were a proximate cause of the occurrence and of Plaintiff's $11,026.63 damage to his real and personal property.

Pursuant to the common law of Texas and to the various statutes referenced herein, Defendant is liable to Plaintiff for actual and treble damages, interest, court costs, and reasonable attorney fees.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer, and that on final trial, Plaintiff have:

1. Judgment against the defendant for a sum in excess of the minimum jurisdictional limits of the Court;

2. Pre-judgment interest and post-judgment interest as provided by law;

3. Costs of suit;

4. Attorney fees;

5. Such other and further relief to which the she may be justly entitled.

Respectfully submitted,

LAW OFFICES OF RICHARD B. GEIGER
1513-C West Sixth Street
Austin, Texas 78703
(512) 320-8844 - Telephone
(512) 320-8854 - Facsimile

By: Rich Geiger (w/permission EPJ)
Richard B. Geiger
State Bar No. 07791980

Erik Peters
State Bar No. 00791432

ATTORNEY FOR PLAINTIFFS
[redacted]

F. I. R. E.
Fire Investigation & Remains Evaluation
P.O. Box 154086
Irving, Texas 75015-4086
(214) 254-2075 Pager (214) 909-7245
FAX (214) 253-1583

COPY

August 19, 1996

F. I. R. E. # 150BB96

First Report

CLIENT: V. J. Harper, II
State Farm Insurance Companies
P. O. Box 270550
Corpus Christi, Texas 78427

INSURED: [redacted]

INSURED VEHICLE: 1992 Ford Crown Victoria
VIN: 2FACP73W6NX155863

DATE OF FIRE: 6/10/96

POLICY #: [redacted]

CLAIM #: [redacted]

This report is prepared for the above named client. Release to any other person, company or agency MUST be approved by the client or covered by applicable disclosure laws.

150BB96 1. [redacted]

ASSIGNMENT

This assignment was received July 15, 1996 at 1:16 p.m. via FAX from Property Claim Trainer Michael Huck with instructions to conduct a vehicle fire cause examination. Investigation commenced 8/14/96.

ENCLOSURES

1. 29 vehicle photographs

INSURED PROPERTY

The risk is a dark blue, 1992 Ford Crown Victoria, four door sedan bearing Texas license plate PCW-68Z. The vehicle identification number is 2FACP73W6NX155863. The car is powered by a large displacement, fuel injected, V-8 motor and automatic transmission. It is equipped with power steering, power brakes, electric door locks and windows, dash mounted radio, cruise control and all season heating and air conditioning. All four tires and simulated wire wheel hubcaps were still on the vehicle. The body was straight and I saw no evidence of prior collision damage. According to the odometer, there were 58,865 miles on the car.

VEHICLE EXAMINATION

NOTE: *All references to sides and corners are made as if you were sitting in the driver's seat.*

A vehicle fire cause examination was conducted on Wednesday, 8/14/96 commencing at 12:45 p.m. at the Insurance Auto Auctions storage and sale facility, 4701 Agnes Street, Corpus Christi, Texas. The risk was photographed and diagrammed at that time. There were no adverse conditions or appreciable alterations to the car; therefore, a true and accurate fire cause determination was possible. I was the only person present during this portion of the investigation.

From an exterior examination it was almost impossible to tell a fire had occurred. None of the exterior paint was burned or blistered and all window glass was still intact. Once the hood was raised, a minor amount of paint damage and heat stress was present on the underside, near the right front corner (photo #7).

Even with the hood open it was difficult to tell a fire had occurred until some significant burning to the right front inner fender well was noted (photo #8). This corresponds with the damaged paint and heat stress to the underside of the hood. Virtually all combustibles, including hoses, belts, plastic parts and wiring insulation, were still intact. This was especially true on the left side of the engine compartment where no burning was noted to any of the various components (photo # 9).

The left side was the area where the rubber fuel lines and quick-connectors were routed. They were attached to the fuel rail on the left side of the motor and had obviously not received any fire damage (photo #10). It has been my experience that fires caused by an electrical defect or malfunction are much more centralized then those involving flammable or combustible liquids. Even the fire damage on the right side of the V-8 motor was minimal (photo #11).

All of the burning was clearly localized to the extreme, right front corner of the engine compartment (photo #12). The twelve volt battery had been removed prior to my examination but I did not see any localized burning to the battery tray or nearby sheet metal (photo #13). The most intense burning was clearly localized around the forward end of an electrical block and fuse panel. I did see that one of the bare wires had became unattached from a fitting or connection (photo #14).

The wires were closely examined; however, I did not see any evidence of arcing or shorting on the bare copper conductors. The separated end is the only evidence of

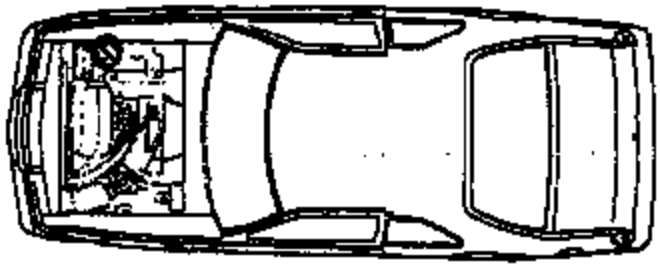
separation possibly due to an arc or short circuit. A check of a repair manual indicated the correct name for the electrical block/fuse panel was the "electrical distribution box". It had apparently been bolted to the inner fender well as the mounting studs and nuts were still attached (photo #15).

When the electrical distribution box was picked up and more closely examined, I saw an eyelet, solderless terminal, attached to a large electrical lug, was the area where the separated wire had been connected (photo #16). The interior of the electrical distribution box also exhibited fairly heavy fire damage (photo #18).

Once the fuse box cover was removed, it was evident the only fire damage was to two of the large fuses on the rear of the panel (photo #19). The bottom cover was removed from the electrical distribution box at which time I noted an interior cover was burned approximately half way off (photo #20). The burning to the underside of the component was clearly localized with fire damage to three of the wires (photo #21).

A check of the fuse panel revealed two of the blade type fuses had blown. In this instance, the short circuit was sufficient to "weld or bond" one of the fuse legs to the mounting slot. These fuses were removed which confirmed the heavy damage to each one (photos #23 & 24).

After more of the plastic case, on the power distribution block, was removed, burning was noted to the base of the fuse receptacles. This is clearly internal, localized heating coming from a wire or connection on the power distribution box. In this instance, I feel an arc or spark occurred between the wire attached to the electrical lug with the eyelet, solderless, terminal (photo #29). The following conceptual diagram shows the engine compartment of the risk, the location of the power distribution box and the specific area *where* the fire originated.



DETERMINATION OF FIRES CAUSE

Based on physical evidence remaining on the vehicle and information obtained from various sources, it is my opinion this was an accidental fire. It occurred from an unspecified defect or malfunction which caused an overheating condition within the wiring or connections in the electrical distribution box.

COMMENTS

With the completion of my investigation, I feel the cause of this fire has been well documented. The minor amount of burning is clearly centered around the power distribution box and the area where the wire came off the solderless terminal could have caused resistance heating or a short circuit. Although this car was approximately four years old, it appeared to be in very good shape and I saw no evidence of abuse, neglect, alterations or non-OEM parts. If the electrical system, specifically the power distribution box, has not been worked on then whatever caused this fire was built into the car at the assembly plant.

Although no additional investigation is anticipated, I am leaving this file open for 30 days to allow you sufficient time for review and evaluation. If either yourself or Mr. Huck have any further instructions, questions or information, please feel free to call at anytime. As always, I can be contacted through my Irving, Texas office or my digital pager.

Respectfully Submitted,

Byron R. Bryson

Byron R. Bryson, C.F.E.I.
For the Firm

Enclosures

BRB/db

PHOTOGRAPHS

1. Front of fire damaged 1992 Ford Crown Victoria.
2. Right front corner of involved vehicle.
3. Right rear corner of involved vehicle.
4. Left rear corner of involved vehicle.
5. Left front corner of involved vehicle.
6. Undamaged paint on exterior surface of the hood.
7. Minor damage and heat stress on right front corner of hood.
8. Fire damage in engine compartment and to V-8 motor.
9. Undamaged combustible components on left side of V-8 motor.
10. Close up of fuel supply hoses and quick-connectors.
11. Burning on right side of V-8 motor.
12. Isolated fire damage in right front corner of engine compartment.
13. Isolated fire damage in right front corner of engine compartment.
14. Burning to electrical distribution box. NOTE separated end of wire.
15. Side of electrical distribution box and mounting studs.
16. End of solderless terminal where wire had been connected.
17. Fire damaged wires within area of origin.
18. Close up of burning inside distribution box.

PHOTOGRAPHS

19. Fire damage to fuses in electrical distribution box.

20. Burning to lower cover on electrical distribution box.

21. Burning to under side of electrical distribution box.

22. Burning to under side of electrical distribution box. NOTE loose wire was replaced in approximate area prior to fire.

23. Blown and damaged fuse.

24. Blown and damaged fuse.

25. Close up of damage to fuses in electrical distribution box.

26. Localized burning to end of electrical distribution box.

27. Localized burning to end of electrical distribution box.

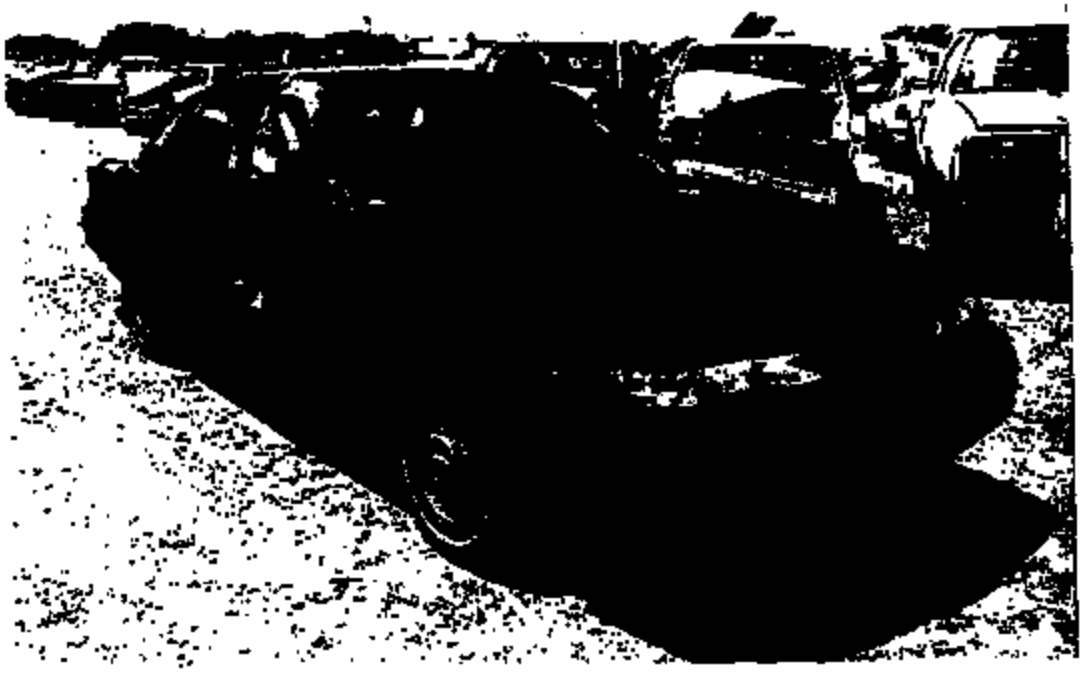
28. Internal burning in electrical distribution box.

29. Internal burning to electrical distribution box.

PHOTOGRAPHS

No. 1

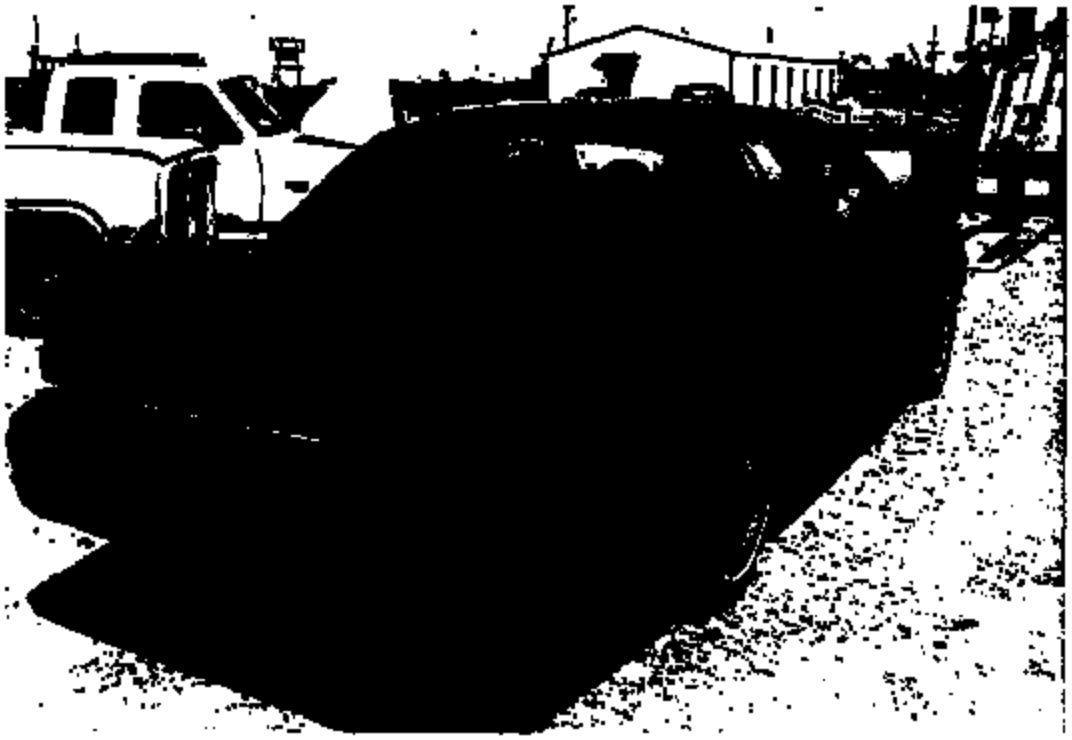
No. 2



F.I.R.E

PHOTOGRAPHS

No. 3



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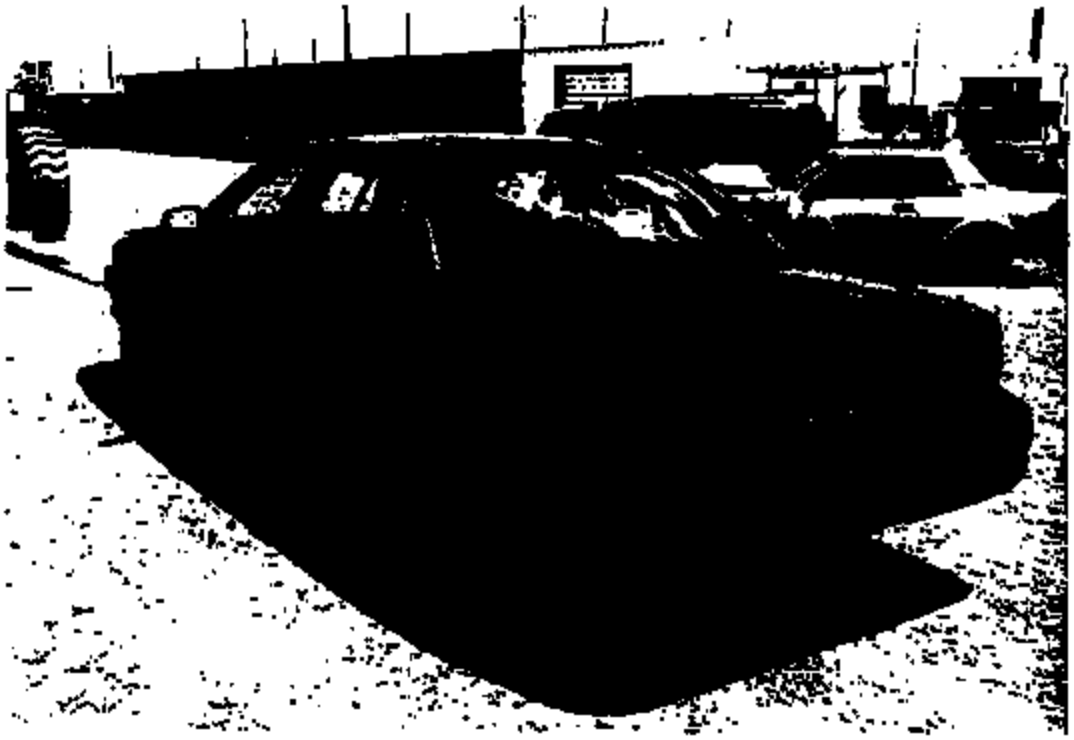
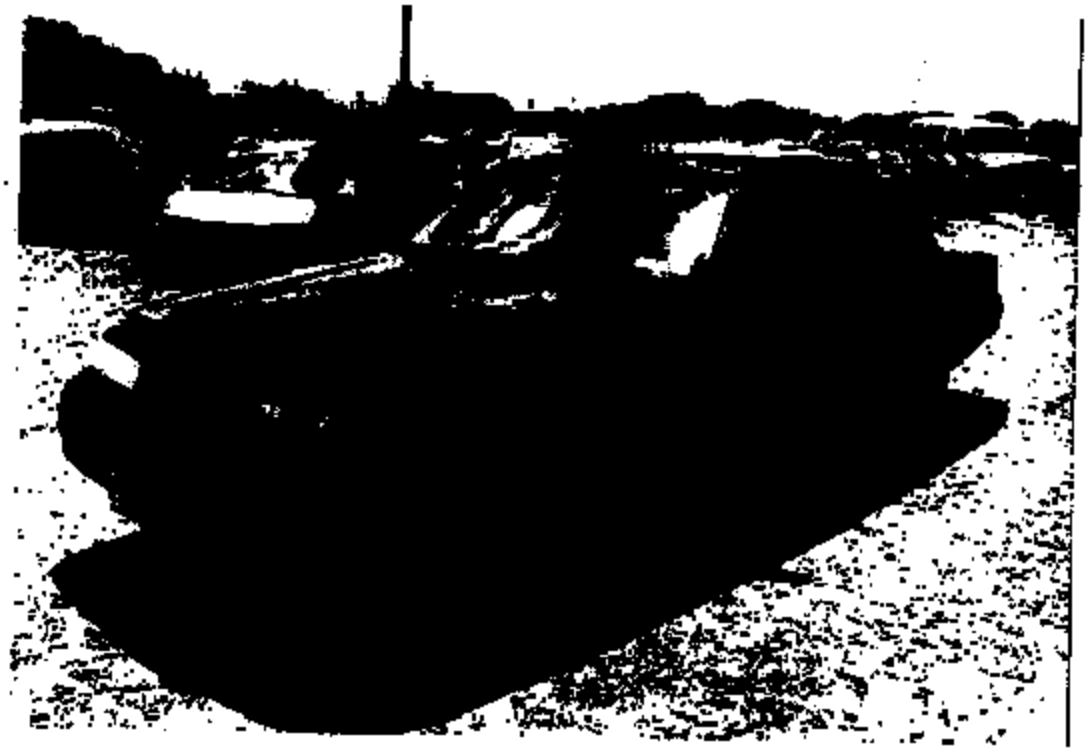


PHOTOGRAPHS

No. 5



No. 6

F.I.R.E.

PHOTOGRAPHS

No. 7

No. 8

F.I.R.E.

PHOTOGRAPHS

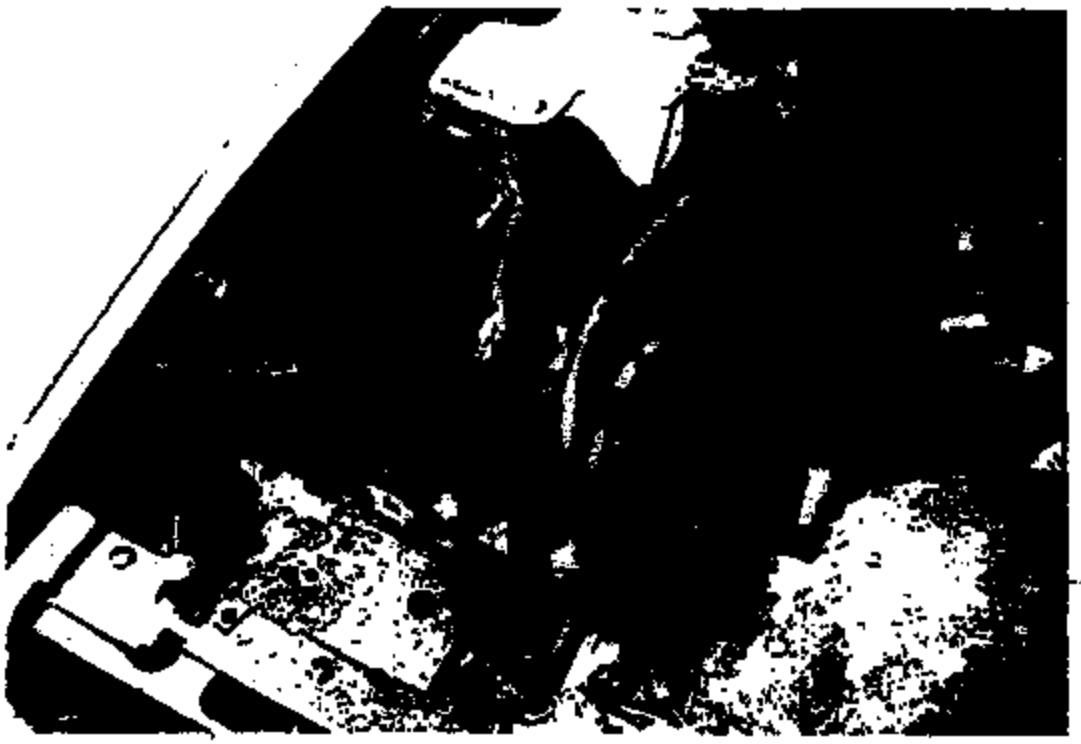
No. 9

No. 10

PHOTOGRAPHS

No. 11

No. 12



F.I.R.E.

PHOTOGRAPHS

No. 13

No. 14

F.I.R.E.

PHOTOGRAPHS

No. 15

No. 16

F. L. & E.

PHOTOGRAPHS

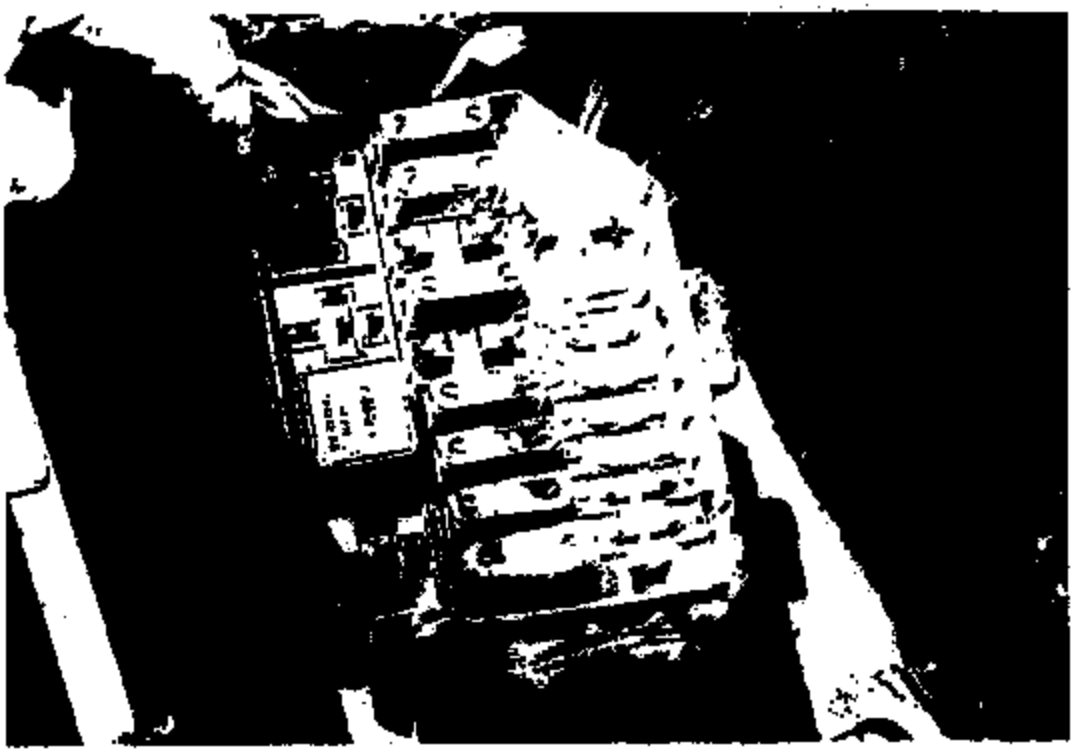
No. 17

No. 18

F. I. R. E.

PHOTOGRAPHS

No. 19



No. 20

PHOTOGRAPHS

No. 21

No. 22

F.L.R.E.

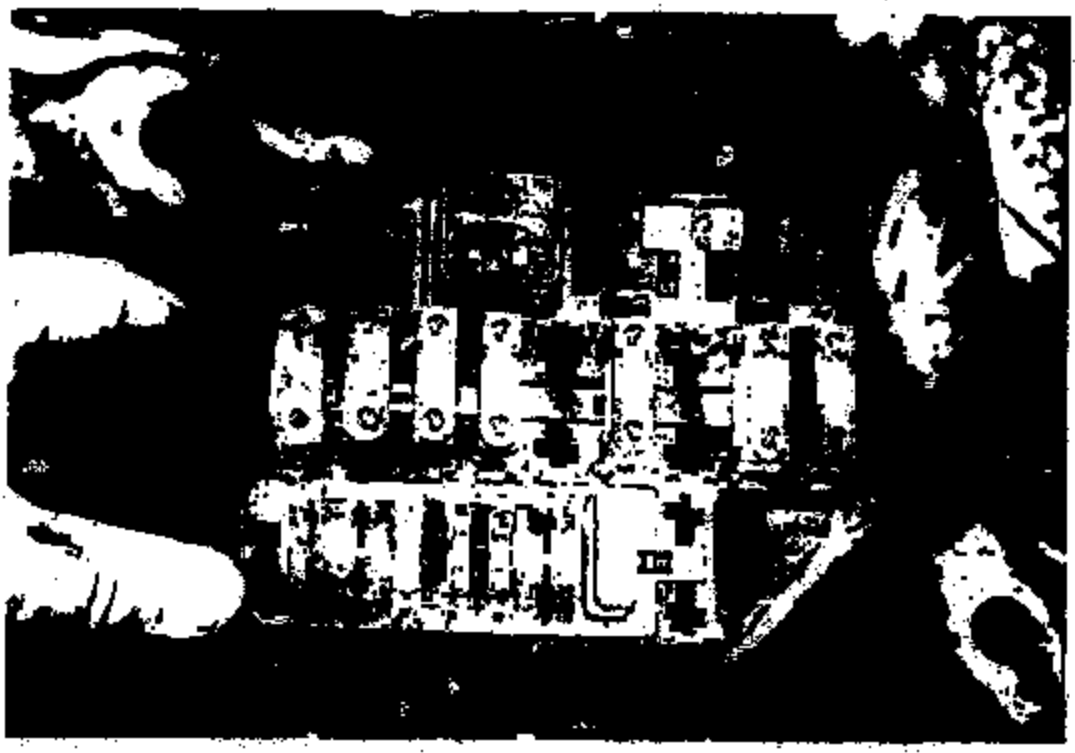
PHOTOGRAPHS

No. 23

No. 24

PHOTOGRAPHS

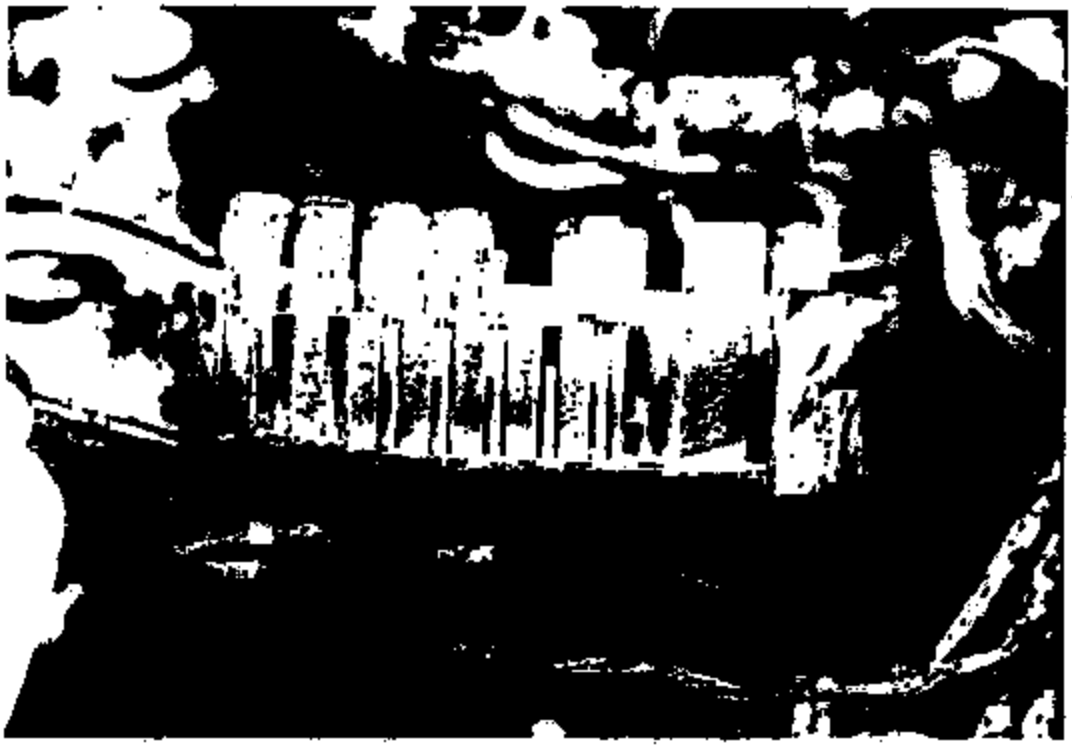
No. 25



No. 26

PHOTOGRAPHS

No. 27



No. 28

F. I. R. E.

PHOTOGRAPHS

No. 29

Technical Services Dept.
703-573-4600

TECHNICAL BULLETIN

Ford IAR Alternators with Battery Plug Connection

COPY

WARNING! WARNING! WARNING!

To reduce the risk of premature alternator failure and/or wiring harness fire, these precautions must be followed.

1. PROFESSIONAL INSTALLATION REQUIRED

This internally-regulated Ford alternator requires professional installation utilizing proper equipment. You should not attempt this installation unless you are properly equipped and trained.

2. CHANGE THE LARGE PLUG-IN CONNECTOR!

The heavy wire 3-prong connector carries all of the output current produced by the alternator. This plug was designed for original assembly line installation without tools. It snaps tightly into place and is difficult to remove. The twisting and pulling which occurs during removal will cause the metal connectors within the plug to spread and weaken. If the plug is re-used, the poor contact made between it and the terminals in the alternator creates resistance and heat, which leads to alternator failure and/or a catastrophic wiring harness fire.

Always use a new plug connector when installing this type of alternator. An O.E.M. style connector with splicing pigtail is supplied with your Precision remanufactured alternator as of 12/01/92 production date codes.

3. INSTALLATION

These procedures must be followed to ensure a professional, high quality installation.

A. Disconnect the battery.

B. Mount the alternator to the brackets with the output plug in place.

C. Cut the vehicle harness at an appropriate spot to easily match the length of the supplied plug and pigtail.

D. Strip the insulation back 3/8" and ensure that the exposed copper wires are clean and shiny.

E. Apply a small amount of rosin-type flux directly on the wires and insert them into the tube connectors provided. - continued on reverse

FILE COPY

3. INSTALLATION (continued)

F. Crimp the connector securely with a proper tool that is designed to "crimp" the connection. You must make a strong physical connection before soldering.

G. Slide the heat shrink tubing as far away from the connector as possible to avoid premature shrinking.

H. Solder the terminal using a 60/40 rosin core solder. Be careful to heat the connector properly and allow the solder to flow into and through the connection.

I. After the soldered connection is cool, slide the heat shrink tubing in place and heat until it conforms to the connection and seals it.

NOTE: Do not skip any steps.
Do not use acid core solder or acid type flux.
Do not rely on solder alone or crimping alone to make the connection. You must do both!
Do not use wire nuts or Scotch-Loc connectors.
Call for assistance. Our Technical Services Department will be glad to help explain this installation.

FAILURE TO PROPERLY INSTALL THIS PLUG VOIDS YOUR WARRANTY.

4. CONNECT IT ONCE

As mentioned previously, removal of the large plug loosens the connection. Therefore, removal and replacement of even a new connector may lead to failure. The plug has been installed using a special contact gel recommended by Ford. Do not remove this gel!

5. LOAD TEST THE BATTERY

Faulty batteries strain the vehicle's electrical system. Load testing the batteries will detect bad batteries before they cause a comeback. This is especially important on Ford internally-regulated charging systems.

6. CHARGE OR REPLACE THE BATTERY

You must fully charge the battery with an appropriate battery charger. Alternators are not designed to recharge a "dead" or even a new battery. Using the alternator to bring a battery to a full state of charge is a poor service practice that can overheat and destroy the alternator. Continuous high alternator output required to recharge a dead battery will result in an overheated connector plug and may cause a wiring harness fire.

SOUTHLAND REBUILDERS

DIVISION OF ROSEVILLE & CO.

REMANUFACTURER'S BULLETIN

July 15, 1992

RB-T-92-102

TO: All Dealer Parts and Service Managers

FROM: Southland Rebuilders - Quality Assurance

SEP 2 1992

SUBJECT: IAR Alternator Failures

The IAR Alternators have been experiencing problems that result in failure of the rectifier due to shorting out the diodes and/or burning the wiring harness. Both failure modes are caused by excessive heat being generated within the system.

We have concluded, with the cooperation of a few dealers within our network, that the problem is caused by a damaged harness plug. In the process of removing the failed alternator, the harness plug is pried out of the rectifier and the side clips are distorted and/or broken off. These clips are critical in retaining the harness plug in the rectifier to prevent the plug from backing out. Should the plug back out an air gap will develop and arcing will occur which will cause heat.

Southland Rebuilders' recommendation is to replace the damaged and/or broken plug with a new plug, FORD part number E7FZ-10A568-A. We also suggest that the rectifier socket have a dielectric compound, FORD part number D7AZ-19A331-A, grease applied to the terminals. We recommend that a tie wrap be wrapped around the outside of the harness plug for added security. Care must be taken that the plug is fully seated in the rectifier socket.

The above recommendation has been approved by FORD Product Engineering, Rawsonville Plant, and by FORD Parts and Service Division Remanufacturing Engineering.

With the above in mind, Southland Rebuilders' position regarding the warranty of failed alternators will be:

IN ORDER TO BE COVERED BY SOUTHLAND'S WARRANTY, ANY IAR ALTERNATOR THAT HAS FAILED DUE TO A BURNED RECTIFIER THAT WAS INSTALLED AFTER AUGUST 1, 1992, WILL REQUIRE THAT THE ALLEGED DEFECTIVE ALTERNATOR AND PLUG BE RETURNED TO OUR PLANT, ALONG WITH THE USUAL WARRANTY PAPERWORK, TO SHOW THAT THE PLUG WAS REPLACED WITH E7FZ-10A568-A.

FILE COPY

e S. Cole & Assoc., Inc.
O. Box 906
ovato, CA 94948

Loose Alternator Bearing Cap

• Can Cause Fire

In March of this year we investigated an interesting a car fire that occurred while the vehicle was operating at high idle RPMs in a car wash. The automobile was a 1992 Ford Mustang with a 5.0 liter high output engine with electronic fuel injection.

Our report on the investigation stated:

"The vehicle was identified as in caption with a manufacture date of August 1991 and recorded mileage of 876 miles. The passenger compartment did not suffer fire or heat damage. The fire damage was confined to the engine compartment and primarily on the right side. The vehicle is powered by a 5.0 liter V8 engine. The fuel supply and return lines were in place and the snap guards were in place over the quick connect fittings. The plastic portions of these fuel lines had burned and melted away as is common in these cases. The general fire pattern in the engine compartment would not indicate that a fuel leak took place. In examining the right side of the engine compartment it was noted that a circular metal type of 'cap' had attached itself to the alternator output wiring. Closer checking revealed this attachment was caused by a 'welding' p ocess created when the metal cap ma connect with the alternator wiring an 'short' occurred.

Continuing examination revealed the metal 'cap' was for the rear alter ter bearing. The bearing itself had apparently fallen out and was lost. It is opinion that the fire was electrica nature and was caused by the rear a nator bearing falling out and shor against the output wiring."

Ford Motor Company reimburse Insurance carrier for their pay o this loss. ■

Alternator fire- continued

Point of Origin

1. The primary burn damage to the hood indicates that the fire originated in the area above the alternator.

2. The alternator pulley/fan has a heat pattern radiating from the center indicating higher heat at the center.

3. The discoloration of the alternator pulley/fan indicates higher heat in this component than in other areas of the engine compartment.

4. The alternator bearings felt very rough when the alternator pulley was turned by hand. Some of this could be due to the fire, but other components, such as the water pump, freon compressor, power steering pump, and idler pulleys felt smooth when turned by hand.

5. Reportedly the alternator drive belt had been replaced shortly before the fire occurred.

Conclusions

1. The fire was caused by an overheated alternator, which ignited nearby flammable components.

2. The bearings likely were faulty before the belt was changed. This could have contributed to the previous belt needing replacement. Bearing failure due to faulty belt installation is not likely, as this system is equipped with automatic belt tensioners and requires no adjustment.

3. The bad alternator bearings likely could have been detected at the time of belt installation by merely spinning the pulley by hand. It is also likely that the bearings would make an abnormal noise.

Recommendations

1. If the repair was done by a service facility, subrogation should be looked into. The installer should be questioned regarding the repair. If a bearing noise was heard the alternator should have been checked to determine the problem. Arguably, the alternator and other accessories should have been spun by hand as a minimum check during belt replacement. If the previous belt was broken, or had worn out in a short time, or if there had been complaints indicating low charging, the technician that changed the belt should have checked the alternator bearings. This could have been done simply by spinning the pulley, and by feeling by hand for roughness or looseness (this would have taken only a matter of seconds to do)."

We thank Ed and Gene for sending along this information. It would be interesting to know if a trend is developing here. If any of you have any similar cases we would like to know about them. ■

Editor: Lee S. Cole
Publisher: Lee Books
Lisa Hanka-Cole

Vehicle Safety & Security Report

Prepared By Lee S. Cole & Associates, Incorporated

Ford Alternator Fires

IN THIS ISSUE:

In past issues of *Vehicle Safety & Security Report* we have reported on two cases where an alternator malfunction resulted in an engine compartment fire in a Ford product. One of these was a Thunderbird and the other a Mustang. Mr. Ed Horkey of Horkey & Associates and Mr. Gene Meng of Meng Engineering have sent us information on a similar fire in a 1988 Ford Mustang. Their joint report follows:

"Inspection of the Vehicle
General condition:

1. The burn damage was limited to the front of the vehicle. The front bumper and body plastic were severely burned and melted from the center to the left front corner.

2. The paint above the left front wheel opening is burned, and the front edge of the driver's door is lightly burned.

3. There are two burn patterns on the hood, a light pattern at the rear of the hood extending into the cowl, and a heavier pattern above the area where the alternator is located.

4. The fire damage inside the engine compartment is extensive, particularly at the front of the engine. Most of the non metal materials in the front of the engine compartment have been consumed or melted.

a. The fan shroud had been consumed.
b. The flat accessory drive belts had been consumed except for a small portion that was trapped between two pulleys.
c. The battery was melted, and partially consumed.
d. The coolant overflow bottle was completely gone.
e. The windshield washer fluid bottle was gone.
f. The air cleaner and associated tubing was melted and/or missing.
g. The underhood insulation material had melted down onto the engine.
h. The fuel lines at the rear of the engine had melted and added fuel to the fire during the late stages of the fire.

continued on page 2

Eye On Electronics

Mike Dale

There are several ways to repair wiring harnesses. This month, Mike takes a look at a few different methods and examines the pros and cons of each.

In reading through a pile of service bulletins recently, I was struck by the similarity of some of the complaints. One of them involved high-amperage Ford alternators used between 1985 and 1988. These alternators, used on various Lincoln, T-Bird, Taurus and Mustang applications, were running into significant failures associated with the voltage regulator and the wire harness connector.

The gist of the problem was that high currents from the alternator were causing damage to the small terminals in the regulator. This in turn caused deterioration of the wire harness connector. Sometimes the connectors and the alternator/regulator would overheat and catch fire. The problem is so serious that many rebuilders will not guarantee Ford alternators unless a new $14 wire harness connector is replaced at the time of installation.

A similar problem is afflicting the O_2 sensor replacement business. A look through a Nieboff catalog shows almost 80 different sensors listed for the various applications they cover. Some aftermarket companies are offering universal-fit replacement sensors that require cutting and splicing the wire harness connector. Supplying one sensor to be mated to a whole bunch of OE connectors, greatly simplifies the inventories that have to be carried by local parts houses.

The common thread between the Ford alternators and the O_2 sensors is the recommendation to cut and splice the wiring harness. Without a doubt, this can be and is done every day without problem. However, if it's done badly, you can wind up installing more trouble than you fixed. The key to a good spliced connection is understanding what you're trying to accomplish and what can go wrong when you do it incorrectly. For those of you jumping ahead of me, solder may not always be the best solution.

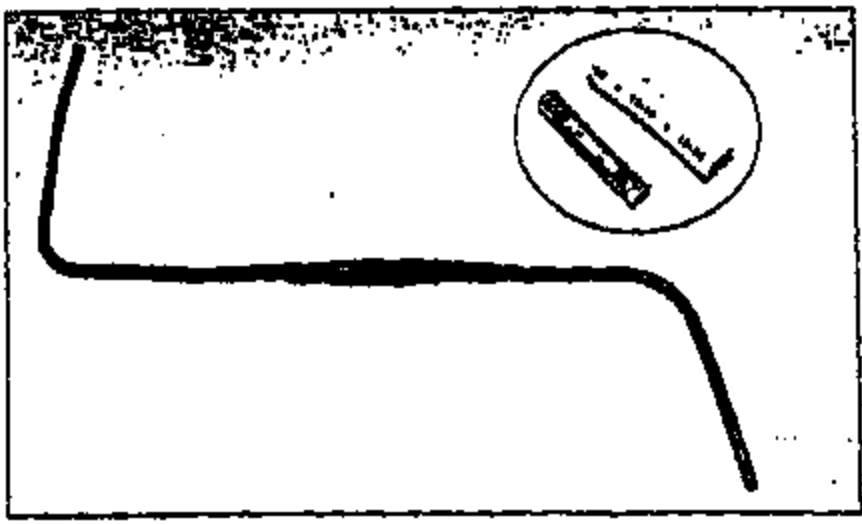
The first thing to remember is that the best connection is no connection at all. The unbroken, stranded wire sizing safely inside its PVC or crosslink polyester insulation is very efficient. Unless it sees a drastic overcurrent condition or mechanical damage, that wire will last virtually forever. The only reason you should ever splice a harness is because you have to.

In making the splice, you're trying to get the wire-to-wire junction back as close to original as possible. This includes not only the electrical connection, but mechanical features such as wire sealing, wire draping and support and wire location.

The electrical connection itself can be made by either soldering the wires or crimping them together with a mating terminal such as a butt splice. The disadvantage of using solder is that if you don't have a sound mechanical connection, you run the risk of last-minute motion between the wires occurring before the solder is totally solid. That results in a pasty, or cold, solder joint.

When soldering, the two wires to be spliced are often held parallel and then twisted together. That means that after the joint is made and the harness is

continued on page 22



Butt splice connectors (inset) are color-coded for the size of the wire and usually have a range of only two gauge sizes. After the butt splice is completed, the heat-shrink tubing must be uniformly and evenly shrunk, and should extend a minimum ¼ inch beyond each end of the connector.

repositioned, the connection sometimes winds up being perpendicular to the drops of the wires.

You can see the problem here if you think of the wires coming away from the joint as lever arms, with the stiffness of the wire transmitting forces to the junction of the wires. The right-angle joint focuses the lever action of the wires onto the angle of the joint. This is an inherently weak connection from a vibration and mechanical standpoint.

In making a good solder joint, we also run into the problem of capillary action. In the same way that a wick soaks up kerosene in a lamp, the multiple strands of copper in a wire can soak up solder, solder flux and eventually salt water and other liquid contaminants. If solder wicks back up into the wire, it can result in the wire being stiff because the strands are soldered together. Flux and salt wicking can cause hidden corrosion, as well.

There are two alternatives to the right-angle, twisted solder joint. One is to slightly splay or fray the two ends, stick them into each other, then crimp and solder them. This doesn't have as firm a mechanical locking as the twisted joint. However, it's better in that it has the joint properly aligned to the eventual lay of the finished wire. The other problems remain, but at least it solves the right-angle leverage problem.

The second alternative is to butt-splice the connection. A butt splice is an open-ended copper cylinder. The object is to stick the stripped end of one wire in one end and the stripped end of the other wire into the opposite end. The cylinder is then crushed to mechanically lock the splice to the stranded wire.

The advantages of butt-splicing include proper alignment of the junction with the lay of the wire and lack of capillary stiffening associated with solder and solder flux. Butt splices can also be used on nonsolderable wires such as stranded stainless steel.

On the short side, the butt splice alone, even with its plastic overshield, cannot protect the joint from the elements. Getting the metal part of the splice to crush evenly depends on the material the splice is made of and the tool used to deform it. Often, the size of the butt splice chosen doesn't match well with the wire size. This leads to poor crimping and the possibility that the crush of the splice is not really holding the wire securely.

Like a lot of other things, there are butt splices and then there are butt splices. The cheap ones usually have an overcoat sleeve made of brittle PVC. When you crimp it, the blue plastic turns white and often pushes the tool away from a clean, even crimp. The ones they sell to professional electricians have a polyethylene overcoat that's softer, more compliant and easier to crimp. Personally, I prefer the T&B (Thomas & Betts) brand.

If you distort a butt splice by using a cheap crimping tool, don't expect good results. The same also applies to ring lugs, forks and other popular types of crimp terminals. The Klein Tool Co. makes a crimp tool for professional electricians. Like lots of other tools, if you buy a good one to start

with, it'll last you a lifetime.

In the end, it's hard to say which connection method is best. My experience is that, on average, the butt splice, if made with the proper crimping tool, offers the simplest connection with the best results. Just be sure the butt splice you use matches closely sizewise with the wire you're splicing. The end-to-end solder joint can also work quite well, if you don't go crazy piling on too much solder.

Once the joint is complete, the next step is to insulate it. Here, the possibilities are almost endless—PVC electrical tape, friction tape, silicone RTV, heat-shrink tubing, etc. Probably the poorest choice is that 89-cent roll of PVC tape. Because of its poor flexibility, especially when cold, the tape almost always separates from the joint. Instead of holding moisture away from the connection, it acts as a poultice, holding the crud and other stuff in contact with the metals of the joint.

Friction tape might actually be better (if for no other reason than its heavy goo/tar/asphalt coating protects the joint just as much as the fiber of the tape itself.

While it won't work on a right-angle joint, by far the best sealing alternative is heat-shrink tubing. Usually about an inch long, this tubing is cut to fit from 10-inch pieces commonly available at electronics supply shops. The inside diameter of the tubing can be two or three times that of the wire when you put it on before making the solder or butt splice joint. The best way to cure it is with a hot air gun, although you can limp along with a hair dryer. The key to using it is to make sure there's plenty of contact between the tube and the wire insulation on either side once the tubing has been shrunk to fit. That way, there's plenty of distance to prevent moisture from creeping between the wire and the heat-shrink tubing. You should figure a coverage of at least ½ to ¾ inch beyond either side of the joint.

"My experience is that, on average, the butt splice, if made with the proper crimping tool, offers the simplest connection with the best results."

Once each individual wire is sealed up, you need to install the wire harness in its original location with the strain relief properly positioned. As we said earlier, the individual wires and the wire harness form a lever that acts on the terminations at each end. If you leave it out there flopping around, eventually it damages either the end connections or the cable itself.

5962-828-8 11883

SAMPLE "PUT ON NOTICE" LETTER

FOR FORD

BLOWER MOTOR RESISTER FAILURES

CERTIFIED MAIL - RETURN RECEIPT -REQUESTED

Ford Motor Company
Parklane Tower West
Suite 300
3 Parklane Blvd.
Dearborn, NU. 48126

ATTN: Mr. Howard E. Keys
Mgr.- Product Claims Dept.

Re: Our Claim #
Our insured:
Date of loss:
Vehicle Data: 19XX Ford xxxxxxxxxx
VIN xxxxxxxxxxxxxxxxx

This State Farm insured vehicle was involved in a non collision vehicle fire (while being driven, or after parking, or while idling). Damage to the vehicle resulted in a (total or partial) loss of $xx,xxx

Our investigation reveals the cause of the fire to be related to failure of the blower motor resistor.

Enclosed is documentation of our claim (including our experts report, or drivers statement, or affidavit, or invoices). We are holding the vehicle for xx days in the event you wish to make an inspection. You may contact me at (xxx)xxx-xxxx to make arrangements.

Please consider this letter as our claim to Ford Motor Company to reimburse State Farm for its interest of $xx,xxx.

Very Truly Yours,

John Doe
Claim Specialist

Overview of Recall 439
ans. 1982

Subject:
Service Recall 439 - Certain 1982 Escort, Lynx, and LN7 Vehicles for Replacement of Air Conditioner (A/C) Blower Motor Resistor Assembly.

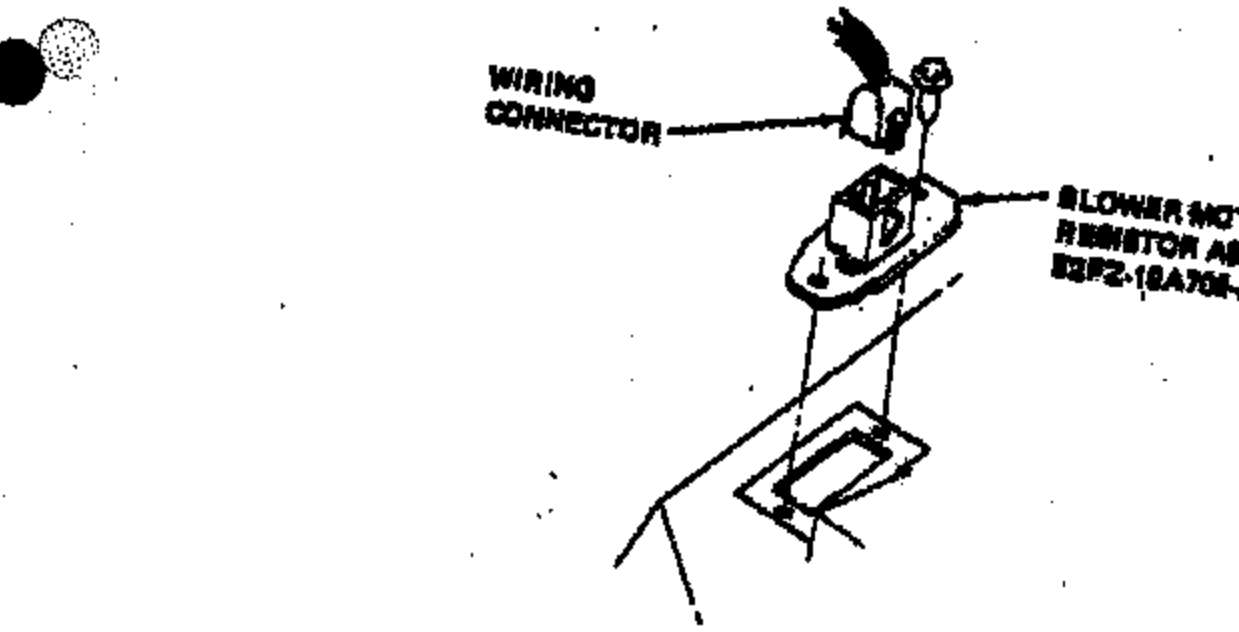
Description Of Defect And Correction

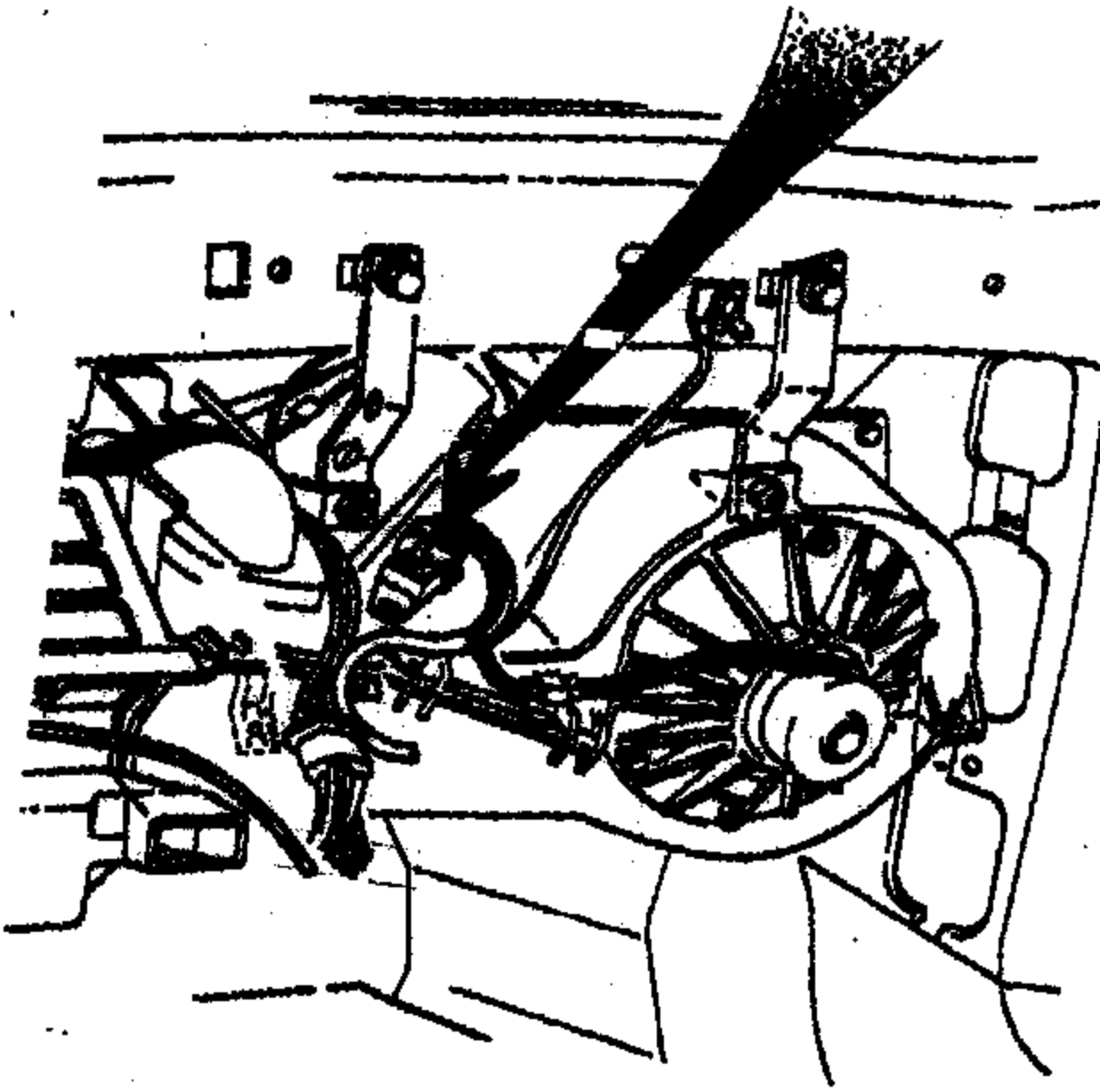
Ford Motor Company has determined that a defect involving motor vehicle safety exists in certain 1982 Escort, Lynx, and LN7 vehicles with optional factory installed air conditioning. With the blower motor switch in the medium-low position, the possibility exists that a resistor in the motor's electrical circuit could overheat in the event that the blower became stuck or jammed for some unrelated reason. An overheating resistor could eventually melt and ultimately ignite the air conditioner case (located under the instrument panel), producing a fire which potentially could spread to other flammable materials inside the vehicle.

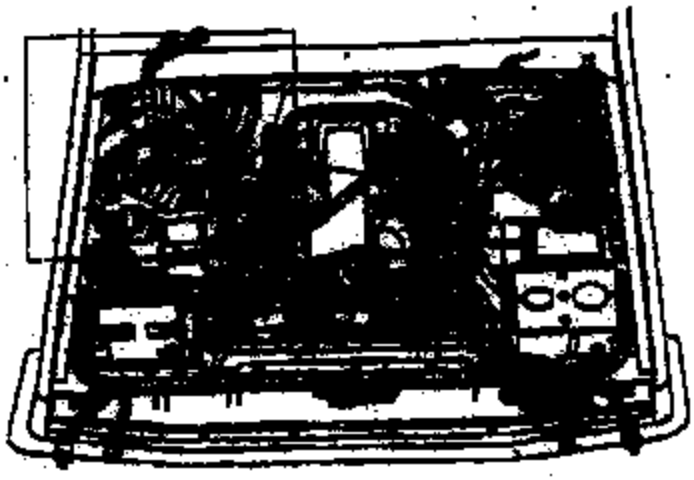
Ford is recalling these vehicles to correct this condition. The blower motor resistor assembly will be replaced with a new assembly having a lower effective heat range thermal limiter to ensure electrical current interruption should it be needed. All affected vehicles are to have the new resistor assemblies installed. An initial supply of the replacement resistor assemblies, part number E2PZ-19A706-A, will be one-time direct shipped to all dealers in early June, 1982, in coordination with owner notifications. Dealers should order additional parts, as needed, from Wixom using the mailing address found in this Bulletin.

Vehicles Affected	Assembly Plant	Production Dates From Through
Escort and Lynx	Edison	8/10/81 2/25/82
	Wayne	7/27/81 3/10/82
	St. Thomas	8/10/81 3/01/82
	San Jose	9/08/81 2/25/82
EXP and LN7	San Jose	9/08/81 2/25/82
	St. Thomas	8/10/81 3/01/82

Vehicles involved in this recall are all 1982 Escort, Lynx, EXP and LN7 with factory installed air conditioning built at the assembly plants during the periods shown in illustration.

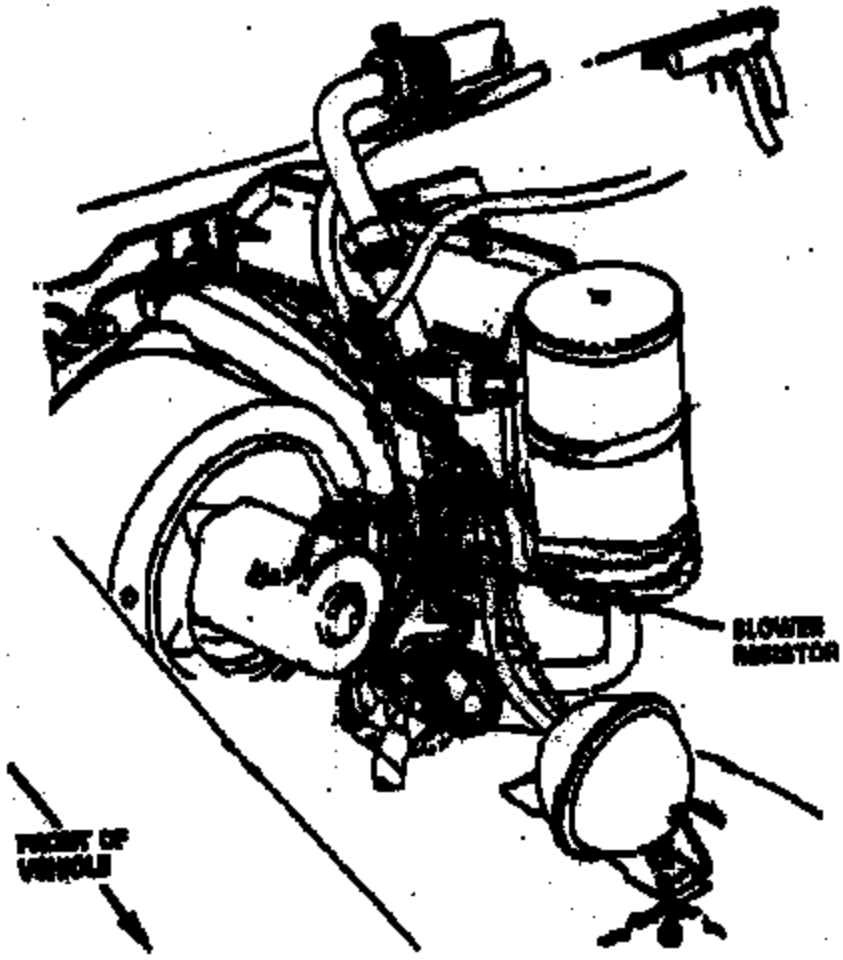

WIRING
CONNECTOR





Engine Compartment Compact

FORD FULL SIZE PASSENGER VEHICLES AND TRUCKS



Rear RH Side Of Engine Compartment

* GENERATED BY:
* CHRISTIE LONG
* PHONE: 313-845-0716
* JOB: OGDELGAD
* JOBDATE: 12/20/96
* TIME: 10:50:58

PRODUCTION VERSION 2.7

VEHICLE HISTORY (SE-II) TYPE

* MODEL YEAR = 92
* CUT-OFF DATE = 12NOV96
* REPORT TITLE = DELGADO
* VEHICLE TYPE = CARS

* REPORT CLAIM TYPE = ALL CLAIMS

* OUTPUT FILE NAME = [redacted]O.SEGESTRY.REPORT

* REPORT SORT SEQUENCE = PLANT CODE \ SERIAL NO

* PAGE ON PRIMARY SORT?=

* PARETO MIS VALUE =

* PLANT/SERIAL NUMBERS = X158861

PART NO	CC	COUNT
19654	15	1
14H989	41	1
6108	86	1
7F836	88	1

26DEC96
PAGE 1.01

1992 SE-XI PARTS BY CUSTOMER CONCERN CODE SUMMARY (12DEC96 C/O)
[redacted] ORDERED BY DESCENDING PART NO. FREQUENCY
[redacted]ICENG

PART NO	CNC	COUNT
10684	ANY	1
1680859	ANY	1
6198	ANY	1
7F330	P01	1

20DEC96
PAGE 4.01

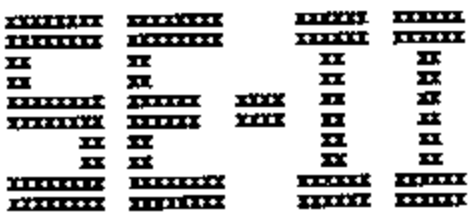
1992 SS-II PARTS BY CONDITION CODE SUMMARY (12MAY96 C/O)
[redacted]
DATA ORDERED BY DESCENDING PART NO. FREQUENCY
CHRISTIE LONG

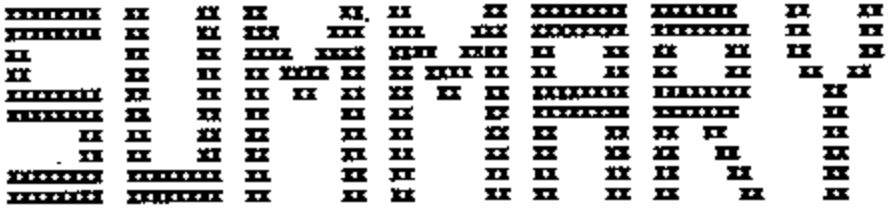
PART NO	CD	COUNT
18684	18	1
1489869	61	1
6108	56	1
79330	68	1

11811 $-020-2808

28DEC95 1992 XE-II PART/CONCERN CODE DESCRIPTION SUMMARY (12NOV95 C/O)
PAGE 5.01 DATA GROUPED BY DESCENDING REPAIR COUNT
[redacted] CHRISTIE LUND

NUMBER	PART DESCRIPTION	COUNT	CC-DESCRIPTION	COUNT	CD-DESCRIPTION	COUNT	CCD-DESCRIPTION	COUNT
10654	BATTERY	1	00-OTHER/UNKNOWN	1	00-OTHER/UNKNOWN	1	ANY-NO CODE PROVID	3
143015	RELAY ASSY	1	15-WILL NOT HOLD CHARGE	1	15-DEAD/WEAK BATT	1	P01-HARD TO SHIFT-	1
6108	PISTON & PIN ASY	1	41-STICKS, BINDS, DRAGS, ETC	1	41-BIND/BRIND/DRAG	1		
7F330	INSL TB THROT VALVE	1	56-NOISE, RATTLES, SQUEAKS	1	56-NOISY OPERATION	1		





* CLAIMS LISTING FOR 1992 MODEL [redacted] REQUESTED BY: CHRISTIE LONG 12SOV95 C/O *
* SORTED BY: FLTCODE SERIALNO MILEAGE DATA SOURCE: P&MS SS-II *

SUMMARY

TOTALS							RATIOS					
CLAIMS	CLAIMS W/COMMTS	CLAIMS IN TIS	VEHICLES	DEALERS	MATERIAL COST	TOTAL COST	CLAIMS PER VEHC	CLAIMS PER DEAL	CLAIMS TOTL/SAMP	MATERIAL COST/REP	TOTAL COST/REP	PCT CLMS W/COMMTS
4	2	4	1	2	$389.35	$1,546.88	4.00	2.00	1.00	$97.34	$386.72	50%

CLAIMS LISTING TITLE ABBREVIATIONS

SERIAL NUMBER	CAL LNE	B/S CCI	ETS HRS	FLT DATE	PROD DATE	WARR DATE	SHLL DEALR	CLAIM NUMBER	MICRO NUMBER	C S	SCC	PART NUMBER	OC	CCC	CD	REPR DATE	T IS	TACT CODE	MILES	MATL. COST	TOTL COST	LBR HRS	REPR HRS	ST
123456	ESC	3GT	888	MAY	07NOV91	04FEB92	11111	123456	JHP24001	7	F04	178553	44	C08	46	23SEP92	9*	S06	10189	12.26	122	0.1	12345	MI

CARD SEQUENCE NO.->+
CONCERN CODE(OLD CONDITION CODE)-+
CUSTOMER CONCERN CODE-+
CONDITION CODE-+
TIME IN SERVICE->
<--SAMPLE INDICATOR(YES,NO)
<-- ACTUAL ODOMETER READING
<-TRANSACTION CODE-PER PAYMENT EDIT

<-- ENGINE CODES -->

C = 2.2HPI-PROBE
E = 3.8HPI-EO
H = 1.3HPI-FESTIVA
J = 1.9HPI
L = 2.2HPI-TURBO-FWD
M = 2.3HPI-TWIN PLUG
R = 3.8HPI-SUPERCHRGD
T = 5.0HPI-EO LO-PRO
U = 3.0HPI
W = 4.6HPI-SOHC
X = 2.3ESC
Y = 3.8HPI-EEC
Z = 1.6EFI-CAPRI
3 = 3.8HPI-FWD
4 = 3.8EFI-EEC
6 = 1.6EFI-TURB-CAPRI
8 = 1.8EFI-DOHC

<-TRANSMISSION CODES->
A = A4LD
E = ATX (BATAVIA)
D = MTX (5 SPEED)
S = ATX (4 SPD-4 EAT)
L = A4LD
M = ATX (3 SPD FESTIVA)
F = A4DE (ELECTRONIC)
T = A0D
W = MTX (5 SPEED)
X = AXX 4SP(AUTO-PR/CP)
2 = 5 SPEED(TS-MUSTANG)
5 = 5 SPEED(T-BIRD 8.C)
6 = MTX 4 (5 SPEED)
7 = MTX (5 SPD FWD/CAP)

<-> IF THIS ASTERISK APPEARS THEN CLAIM IS NOT USED IN TIS MATRIX.
('CLAIMS IN TIS' TOTAL (IN SUMMARY ABOVE) EQUALS TOTAL CLAIM COUNT MINUS ASTERISK TIS CLAIMS)

EXH2-025-8 11/13

****** 1992 MODEL YEAR PASSENGER CAR BODY DESCRIPTIONS ***************

VEHICLE	BODY	DESCRIPTION		VEHICLE	BODY	DESCRIPTION
MUSTANG	2LX	2 DOOR NOTCHBACK LX			3LX	3 DOOR LX
(MUS)	2GT	2 DOOR CONVT GT			3GT	3 DOOR GT
	2CL	2 DOOR CONVT LX				
PROBE	3GL	3 DOOR GL		CAPRI	2-S	2 DOOR CONVT BASE
(PRB)	3LX	3 DOOR LX		(CAP)	2RS	2 DOOR CONVT XR2
	3GT	3 DOOR GT				
ESCORT	3-S	3 DOOR BASE		TRACER	4-S	4 DOOR BASE
(ESC)	3GT	3 DOOR GT		(TRA)	4LT	4 DOOR LTS
	WLX	STATION WAGON LX			S-S	4 DOOR BASE
	3LX	3 DOOR LX				
	4LX	4 DOOR LX		FESTIVA	3-L	3 DOOR BASE
	4LS	4 DOOR LX-S		(FES)	3GL	3 DOOR GL
	5LX	5 DOOR LX				
TEMPO	2-S	2 DOOR L		TOPAZ	2GS	2 DOOR GS
(TEM)	2GL	2 DOOR GL		(TOP)	2KR	2 DOOR XR5
	2-G	2 DOOR GL SPORT			4GS	4 DOOR GS
	4-S	4 DOOR L			4LS	4 DOOR LS
	4GL	4 DOOR GL			4LT	4 DOOR LTS
	4LX	4 DOOR LX				
	4-G	4 DOOR GL SPORT				
THUNDB	4-B	4 DOOR BASE			WGL	ST WAGN BLOCK BASE
(THR)	4-P	4 DOOR POLICE			WGL	ST WAGN BLOCK GL
	4PL	4 DOOR BLOCK POLICE			WLL	ST WAGN BLOCK LX
	4XH	4 DOOR BLOCK XRO				
	4-G	4 DOOR GL		SABLE	4GS	4 DOOR GS
	4LX	4 DOOR LX		(SAB)	4LS	4 DOOR LS
	4BL	4 DOOR BLOCK BASE			4GL	4 DOOR BLOCK GS
	4GL	4 DOOR BLOCK GL			4LL	4 DOOR BLOCK LS
	4LL	4 DOOR BLOCK LX			WGS	STATION WAGON GS
	W-B	STATION WAGON BASE			WLS	STATION WAGON LS
	W-S	STATION WAGON GL			WGL	ST WAGN BLOCK GS
	WLX	STATION WAGON LX			WLL	ST WAGN BLOCK LS
T-BIRD	2-S	2 DOOR BASE		COUGAR	3LS	2 DOOR LS
(TBD)	2LX	2 DOOR LX		(COU)	2XR	2 DOOR BLOCK XR7
	2SC	2 DOOR BLOCK SC			2LL	2 DOOR BLOCK LS
	2BL	2 DOOR BLOCK BASE		BLOCK = EQUIPPED WITH 4-WHEEL		
	2LL	2 DOOR BLOCK LX		ANTI-LOCK DISC BRAKES.		
FORD	4-S	4 DOOR S			4PL	4 DOOR BLOCK POLIC
CROWN	4-L	4 DOOR BASE				
VICTORIA	4LX	4 DOOR LX		MERCURY	4GS	4 DOOR GS
(FRD)	4GL	4 DOOR BLOCK S		GRAND	4LS	4 DOOR LS
	4BL	4 DOOR BLOCK BASE		MARQUIS	4GL	4 DOOR BLOCK GS
	4LL	4 DOOR BLOCK LX		(MRC)	4LL	4 DOOR BLOCK LS
	4-P	4 DOOR POLICE				
LINCOLN	4-L	4 DOOR BASE			4LL	4 DR BLOCK BASE
TOWN CAR	4-S	4 DOOR SIGNATURE			4GL	4 DR BLOCK SIGNATR
(LNC)	4DC	4 DOOR CARTIER			4DL	4 DR BLOCK CARTIER
MARK VII	2DB	2 DOOR BLASS		CONTNTL	4-L	4 DOOR BASE
(MK7)	2SC	2 DOOR LSC		(CON)	4-S	4 DOOR SIGNATURE

****************** 1992 LIGHT TRUCK BODY DESCRIPTIONS **************

VEHICLE	BODY	DESCRIPTION		VEHICLE	BODY	DESCRIPTION
F-SERIES	15F	150 L.DUTY CONV.			35S	350 H.DUTY SUPR
4X2 (F52)	25F	250 L.DUTY CONV.			35C	350 H.DUTY CREW
4X4 (F54)	25P	250 H.DUTY CONV.			45S	450 H.DUTY CONV
	35F	350 H.DUTY CONV.				
	15S	150 L.DUTY SUPER		BRONCO	S-L	BASE 4X4
	35S	250 L.DUTY SUPER		(BRO)	XLS	XLT 4X4
	25S	250 H.DUTY SUPER			EDD	EDDIE BAUER 4X4

VEHICLE	BODY	DESCRIPT	BODY	DESCRIPT	DRIVE CODES
RANGER	CSP	CONV CAB	SUP	SUPER CAB	(R2)=4X2 (R4)=4X4
EXPLORER	2-S	2 DR BASE			(EX2)=4X2 (EX4)=4X4
	2XL	2 DR XL	4XL	4 DR XL
	2XS	3 DR XLSPT	4XT	4 DR XLT
	2EB	2 DR EDDIE	4EB	4 DR EDDIE

ARMSTAR	<--- REGULAR BODY ---->		<--- EXTENDED BODY --->	
4X2 (AR2)	RWL	WINDOW WAGON BASE	4WL	WINDOW WAGON BASE
4X4 (AR4)	RWH	WINDOW WAGON XL	4WH	WINDOW WAGON XL
	RWH	WINDOW WAGON XLT	4WH	WINDOW WAGON XLT
	RWE	EDDIE BAUER WAGON	4WE	EDDIE BAUER WAGON
	RCL	CARGO VAN BASE	4CL	CARGO VAN BASE
	RCH	CARGO VAN XL	4CH	CARGO VAN XL
	RVL	WINDOW VAN BASE	4VL	WINDOW VAN BASE
	RVH	WINDOW VAN XL	4VH	WINDOW VAN XL

************ 1992 ECONOLINE/CLUB WAGON **************************

VEHICLE	BODY	DESCRIPTION			BODY	DESCRIPTION		
		<--- ECONOLINE ---------->				<--- CLUB WAGON --------->		
(ECN)	1SS	150 MINIMUD	DOOR	BASE	1SS	150 MINIMUD	DOOR	CUST
	1SX	150 MINIMUD	DOOR	XL	1SX	150 MINIMUD	DOOR	XLT
	2SS	250 MINIMUD	DOOR	BASE	1SP	150 MINIMUD	DOOR	CHAT
	2SX	250 MINIMUD	DOOR	XL	3SS	350 MINIMUD	DOOR	CUST
	25S	250 MINI DR	SUPR	BASE	3SX	350 MINIMUD	DOOR	XLT
	25X	250 MINI DR	SUPR	XL	3SP	350 MINIMUD	DOOR	CHAT
	3SS	350 MINIMUD	DOOR	BASE	3SL	350 MINI DR	SUPR	XL
	3SX	350 MINIMUD	DOOR	XL	3SS	350 MINI DR	SUPR	CUST
	3SS	350 MINI DR	SUPR	BASE	3SX	350 MINI DR	SUPR	XLT
	35X	350 MINI DR	SUPR	XL	15S	150 SLIDING	DOOR	CUST
	1SS	150 SLIDING	DOOR	BASE	1SX	150 SLIDING	DOOR	XLT
	1SX	150 SLIDING	DOOR	XL	1SP	150 SLIDING	DOOR	CHAT
	2SS	250 SLIDING	DOOR	BASE	3SS	350 SLIDING	DOOR	CUST
	2SX	250 SLIDING	DOOR	XL	3SX	350 SLIDING	DOOR	XLT
	3SS	150 SLIDING	DOOR	BASE	3SP	350 SLIDING	DOOR	CHAT
	3SX	250 SLIDING	DOOR	XL				
	3CL	350 CUTAWAY		BASE				
	3CH	350 CUTAWAY		XL				
	3ST	350 STRIPPED CHASSIS						

20HBC94 CLAIMS LISTING FOR 1993 MODEL [redacted] 13NOV96 C/O REQUESTED BY: CHRISTIE LONG
PAGE 1 SORTED BY FLEETCODE SERIALNO MILEAGE DATA SOURCE: PAMS HR-II ES3468

NOTE: IF TIS VALUE HAS (*) THEN CLAIM NOT USED IN TIS MATRIX

<---------- VEHICLE INFORMATION ---------->							<---------- REPAIR INFORMATION ---------->											
SERIAL NUMBER	CAR LNR	B/S CCI	STN NUM	FIN CODE	FROM DATE	WARR DATE	SHIP DEALR	CLAIM NUMBER	MICRO NUMBR	C S	WCC	PART NUMBER	CC	CCC	CD	RPTR DATE	T IS	TACT CODE	MILES	MATL. COST	TOTL COST	LBR HRS	RPTR DEALR	ST
155863	FRD 4-L	WTT	STH	12AUG91	29AUG91	06025	034354	MOX17131	1B02	6108		86	ANY	56	02DEC91	4	2		10761	933.28	618	9.0	66450	LA
** COMMENTS-CLAIM #1				TECH-M TIME; TIME TO TRANSFER INTAKE MANIFOLD AND ENGINE WIRING HARNESS FROM OLD E																				
155863	FRD 4-L	WTT	STH	12AUG91	29AUG91	06025	035138	MOM40631	7A01	19654		15	ANY	15	13DEC91	4	2		10710	64.42	98	0.6	66450	LA
155863	FRD 4-L	WTT	STH	12AUG91	29AUG91	06025	035167	MOX17141	7C05	14W583		41	ANY	41	16DEC91	4	2		10794	9.26	48	0.9	66450	LA
155863	FRD 4-L	WTT	STH	12AUG91	29AUG91	06025	061922	MPS20121	2C02	7F339		08	P01	08	28NOV94	40	9383	39297	92.29	791	3.4	66459	TX
** COMMENTS-CLAIM #4				CC08-OVERDRIVE SLIPPING. TECH-TRANS HAS NO OVERDRIVE. SENT TRANS OUT FOR REPAIRS. REINSTALL TRANS., NEW TORQUE CONVERTOR, BRASS BU TECH-SHIMS AND CLIP TO TV THROTTLE LINKAGE.																	

THIS LISTING CONTAINED 4 TOTAL CLAIMS

EMSC-020-0 11810

OGDELGAD

J15935 A

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*A END   JOB15935 OGDELGAD RV539236          ROOM    11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG      JOB15935 END   A*
*A END   JOB15935 OGDELGAD RV539236          ROOM    11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG      JOB15935 END   A*
*A END   JOB15935 OGDELGAD RV539236          ROOM    11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG      JOB15935 END   A*
*A END   JOB15935 OGDELGAD RV539236          ROOM    11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG      JOB15935 END   A*

***********************************************************************************************************************
*      E N D                              V P S  R6.1  STC: NTVPS                                      E N D          *
***********************************************************************************************************************
*                                        |                  |                                                        *
*      JOB / PRINTER IDENTIFICATION      |   OFF-PRINTER    |           VPS JOB RELATED PRINT STATISTICS             *
*                                        |                  |                                                        *
* JOBNAME: OGDELGAD  PRINTER NAME: R0541027 | DATE: 96.355  | ELAPSED PRINT TIME  00.00.03.66  AVG COMP LINE LGTH (O)-------59 *
* JOBID:   JOB15935  VPSLIB NUMBER: RV539236|       12/20/96| NUMBER LINES PRINTED--------211  AVG COMP LINE LGTH (T)-----107 *
*                                        |       FRI        | NUMBER PAGES PRINTED----------6  NUMBER VTAM RUS---------------34 *
*                                        | TIME: 11.44.26.92| NUMBER O/S PRINTED------------1  NUMBER STAGING I/O'S----------6 *
*                                        |                  |                                                        *
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11616

CSOR0087 MORS II O.R. VIN Customer Selection 12/19/1996 10:42:13

VIN: 2FACP73W6NX155863

Model: CROWN VI

Model Year: 92

To SELECT an O.R. Customer: Type an 'X' in the 'A' column and Press ENTER

A	S	Acqd	Last Name	First Name	MI	Address	City	St	Zip

F1=HELP F3=EXIT F7=FIRST F8=NEXT

I223 NO CUSTOMER DATABASE INFORMATION FOR THIS REQUEST OGDB352

ER02-025-B 11817

CSOR0021 **MORS II Recall Inquiry** 12/19/1996 10:42:23

VIN: 2FACP73W6NX155863 Build Date: 08/12/1991
Year: 92 Model: CROWN VICTORIA WSD: 08/29/1991

Campaign Number	Campaign Type	1864 Description	Campaign Status	Status Date	Dealer Code
93B31	O	TV ROD BUSHG	COMPLETE	11/28/1994	04409

F3=EXIT
I002 REQUESTED INFORMATION DISPLAYED OGDB352

CSOR0023 **MORS II ESP Inquiry** 12/19/1996 10:42:35

VIN: 2FACP73W6NX155863 Year: 92 Model: CROWN VICTORIA

Contract Selling Dealer P&A Code: 04409 Name: LEONARD JOHNSON'S AUTO RANCH

Contract Owner	Street	City	Zip/PC
[redacted]	[redacted]	VICTORIA	[redacted]

ESP INFORMATION:

Plan YR	Option Code	Expiration Date	Mi/Km	Signature Date	Rent	Days	Tow	Ded
95		03/01/1997	66394	03/01/1995	25	5	45	100

COVERAGE DESCRIPTION: E1995 USED 24/24,000 POWERTRAINCARE

Cancel Date	Processing Date	Dealership Credited Name	P&A	W&P Statement	Percentage of Refund

F3=EXIT F7=FIRST F8=NEXT

I112 LAST RECORD DISPLAYED - FORWARD SCROLL NOT ALLOWED OGDB352

CSOR0024 **MORS II OASIS Inquiry** 12/19/96 10:42:41

VIN: 2FACP73W6NX155863 Year: 92 Model: CROWN VICTORIA
Name:

				Recall	Description
Calib:	218AR00	Build Date:	08/12/1991	------	---------------
Axle:	NOT AVAILABLE	WSD:	08/29/1991		NO RECALLS
Engine:	4.6L SOHC (MODULAR)				
Trans:	AUTOMATIC OD 4 SPEED	ONP Count:	0		

Message:

ESP INFORMATION:

Plan YR	Option Code	Expiration Date	Mi/Km	Signature Date	Rent	Days	Tow	Ded
95		03/01/1997	66394	03/01/1995	25	5	45	100

COVERAGE DESCRIPTION: E1995 USED 24/24,000 POWERTRAINCARE

F3=EXIT
I002 REQUESTED INFORMATION DISPLAYED OGDB352

CSOR0026 **MORS II Warranty Inquiry** 12/19/1996 10:42:53

VIN: 2FACP73W6NX155863 Year: 92 Model: CROWN VICTORIA
Name:

P&A Code	Repairing Dealer Name	Repair Date	R.O. Number	Mi/Km	Cond Code	Part Number	Labor Operation

F3=EXIT F7=FIRST F8=NEXT
E943 NO REPAIR HISTORY ON VEHICLE OGDB352

CAUSE NO. 23550

[redacted]
Plaintiffs

v.

FORD MOTOR COMPANY
Defendant

IN THE COUNTY COURT

AT LAW NUMBER 2

TRAVIS COUNTY, TEXAS

FILED
96 DEC -5 PM 4:44
DANA DeBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW [redacted] and [redacted] ("Plaintiffs") and file this Original Petition against Ford Motor Company ("Defendant") and for cause would show the following:

I.
PARTIES

Plaintiffs are individuals residing in the State of Texas.

Defendant is a company duly licensed and doing business in the State of Texas. It may be served through its registered agent for service of process, CT Corporation Systems, 350 North St. Paul Street, Dallas, TX 75201.

II.
BACKGROUND FACTS

On June 10, 1996, Plaintiffs' 1992 Ford Crown Victoria caught fire due to a defect or malfunction causing an overheating condition within the wiring or connections in the electrical distribution box. As a result of this, Plaintiffs sustained $11,026.63 in damages.

III.

DEFECTIVE PRODUCT

At the time of this occurrence, Defendant was engaged in the business of designing, manufacturing and marketing automobiles, including the one made the basis of this claim, for

[redacted]

CL
4/3/97

sale to and for use by members of the general public. Plaintiff would show that the automobile in question (V.I.N. 2FACP73W6NX155863) was defective and unsafe for its intended purposes at the time it left the control of Defendant, in that it was defectively designed and/or manufactured in a manner which made the product unreasonably and inherently dangerous. Plaintiff would further show that the automobile in question was defectively marketed by Defendant in that Defendant failed to adequately warn or instruct consumers, including Plaintiff, of the dangers associated with the product.

IV.
STRICT PRODUCT LIABILITY

Plaintiff invokes the doctrine of strict liability, Section 402A, RESTATEMENT (SECOND) OF TORTS, as adopted by the Supreme Court of Texas. Plaintiff alleges that Defendant is strictly liable for designing, manufacturing and marketing the automobile into the stream of commerce when the product was unreasonably dangerous. The defective design, manufacture and/or marketing of the automobile was the proximate cause of the occurrence and of Plaintiff's damages.

Plaintiff would further show that Defendant is strictly liable to Plaintiff under 402B of the RESTATEMENT (SECOND) OF TORTS for misrepresenting that the product was safe and without defect. These representations were false and involved a material fact concerning the character or quality of the automobile. Plaintiff would show that he relied on these representations and that Defendant's misrepresentations were the proximate cause of the occurrence and of Plaintiff's damages.

V.
NEGLIGENCE

Plaintiff alleges that Defendant was negligent in the design, manufacture and/or

marketing of the automobile, in that Defendant knew, or in the exercise of ordinary care, should have known, that the automobile was defective and unreasonably dangerous to ultimate consumers. Plaintiff would show that Defendant's negligent acts and/or omissions were the proximate cause of the occurrence and of Plaintiff's damages.

VI.
RES IPSA LOQUITUR

In that alternative, Plaintiff would further show that he cannot more specifically allege the specific acts of negligent design and manufacture on the part of Defendant, for the reason that the facts in that regard are peculiarly within the knowledge of Defendant, and in the event Plaintiff is unable to prove specific acts of negligent design and manufacture, Plaintiff relies on the doctrine of *res ipsa loquitur*. In this connection, Plaintiff will show that the design and manufacture of the automobile were within the exclusive control of Defendant. Plaintiff had no means of ascertaining the method or manner in which the automobile was designed or manufactured by Defendant. Plaintiff would show that the product came into his possession in the same condition it was in when it left the control of Defendant. The occurrence causing harm to Plaintiff was one which, in the ordinary course of events, would not have occurred without negligence on the part of Defendant. Plaintiff would show that Defendant' negligent acts and/or omissions were the proximate cause of Plaintiff's damages.

VII.
BREACH OF WARRANTY

Plaintiff further alleges that Defendant expressly and impliedly warranted to the public that the automobile was of merchantable quality and was safe and fit for the purposes intended when used under ordinary conditions and in an ordinary manner. Plaintiff would show that Defendant' breach of these warranties were the proximate cause of the occurrence

and of Plaintiff's damages. TEX. BUS. & COM. CODE Sec. 2.314 - 2.315, Sec. 17.50 (a)(2), (Vernon 1989). Plaintiff would further show that Defendant is liable for all attorney fee's pursuant to §38.001 of the Texas Civil Practice & Remedies Code.

VII.
DECEPTIVE TRADE PRACTICES ACT

Plaintiff would show that Defendant is also liable for violations of the Texas Deceptive Trade Practices and Consumer Protection Act ("DTPA"), including:

A. Representations that the product in question, and its component parts, possessed qualities, characteristics, uses and benefits which they did not possess - [TEX. BUS & COM. CODE §17.46(5), (Vernon 1990)];

B. Representations that the product in question, and its component parts, were merchantable when, in fact, they were not fit for the ordinary purposes for which such products were to be used - [TEX. BUS & COM. CODE §17.46(19), (Vernon 1990)];

C. Failing to disclose information concerning dangers of the automobile known to Defendant, when such failure was intended to induce the consumer to purchase the product - [TEX. BUS & COM. CODE §17.46(22), (Vernon 1990)];

The above acts and/or omissions of Defendant were a proximate cause of the occurrence and of Plaintiff's $11,026.63 damage to his real and personal property.

Pursuant to the common law of Texas and to the various statutes referenced herein, Defendant is liable to Plaintiff for actual and treble damages, interest, court costs, and reasonable attorney fees.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer, and that on final trial, Plaintiff have:

1. Judgment against the defendant for a sum in excess of the minimum jurisdictional limits of the Court;

2. Pre-judgment interest and post-judgment interest as provided by law;

3. Costs of suit;

4. Attorney fees;

5. Such other and further relief to which the she may be justly entitled.

Respectfully submitted,

LAW OFFICES OF RICHARD B. GEIGER
1513-C West Sixth Street
Austin, Texas 78703
(512) 320-8844 - Telephone
(512) 320-8854 - Facsimile

By: Rich Geiger (w/permission EP)
Richard B. Geiger
State Bar No. 07791980

Erik Peters
State Bar No. 00791432

ATTORNEY FOR PLAINTIFFS

[redacted]

[redacted]

F.I.R.E.
Fire Investigation & Remains Evaluation
P.O. Box 154086
Irving, Texas 75015-4086
(214) 254-2075 Pager (214) 909-7245
FAX (214) 253-1583

COPY

August 19, 1996

F.I.R.E. # 150BB96

First Report

CLIENT: V. J. Harper, II
State Farm Insurance Companies
P. O. Box 270550
Corpus Christi, Texas 78427

INSURED: [redacted]

INSURED VEHICLE: 1992 Ford Crown Victoria
VIN: 2FACP73W6NX155863

DATE OF FIRE: 6/10/96

POLICY #: [redacted]

CLAIM #: [redacted]

This report is prepared for the above named client. Release to any other person, company or agency MUST be approved by the client or covered by applicable disclosure laws.

[redacted]

F. I. R. E.

150BB96 1. [redacted]

ASSIGNMENT

This assignment was received July 15, 1996 at 1:16 p.m. via FAX from Property Claim Trainer Michael Huck with instructions to conduct a vehicle fire cause examination. Investigation commenced 8/14/96.

ENCLOSURES

1. 29 vehicle photographs

INSURED PROPERTY

The risk is a dark blue, 1992 Ford Crown Victoria, four door sedan bearing Texas license plate PCW-68Z. The vehicle identification number is 2FACP73W6NX155863. The car is powered by a large displacement, fuel injected, V-8 motor and automatic transmission. It is equipped with power steering, power brakes, electric door locks and windows, dash mounted radio, cruise control and all season heating and air conditioning. All four tires and simulated wire wheel hubcaps were still on the vehicle. The body was straight and I saw no evidence of prior collision damage. According to the odometer, there were 58,865 miles on the car.

VEHICLE EXAMINATION

NOTE: *All references to sides and corners are made as if you were sitting in the driver's seat.*

A vehicle fire cause examination was conducted on Wednesday, 8/14/96 commencing at 12:45 p.m. at the Insurance Auto Auctions storage and sale facility, 4701 Agnes Street, Corpus Christi, Texas. The risk was photographed and diagrammed at that time. There were no adverse conditions or appreciable alterations to the car, therefore, a true and accurate fire cause determination was possible. I was the only person present during this portion of the investigation.

From an exterior examination it was almost impossible to tell a fire had occurred. None of the exterior paint was burned or blistered and all window glass was still intact. Once the hood was raised, a minor amount of paint damage and heat stress was present on the underside, near the right front corner (photo #7).

Even with the hood open it was difficult to tell a fire had occurred until some significant burning to the right front inner fender well was noted (photo #8). This corresponds with the damaged paint and heat stress to the underside of the hood. Virtually all combustibles, including hoses, belts, plastic parts and wiring insulation, were still intact. This was especially true on the left side of the engine compartment where no burning was noted to any of the various components (photo # 9).

The left side was the area where the rubber fuel lines and quick-connectors were routed. They were attached to the fuel rail on the left side of the motor and had obviously not received any fire damage (photo #10). It has been my experience that fires caused by an electrical defect or malfunction are much more centralized then those involving flammable or combustible liquids. Even the fire damage on the right side of the V-8 motor was minimal (photo #11).

All of the burning was clearly localized to the extreme, right front corner of the engine compartment (photo #12). The twelve volt battery had been removed prior to my examination but I did not see any localized burning to the battery tray or nearby sheet metal (photo #13). The most intense burning was clearly localized around the forward end of an electrical block and fuse panel. I did see that one of the bare wires had became unattached from a fitting or connection (photo #14).

The wires were closely examined; however, I did not see any evidence of arcing or shorting on the bare copper conductors. The separated end is the only evidence of

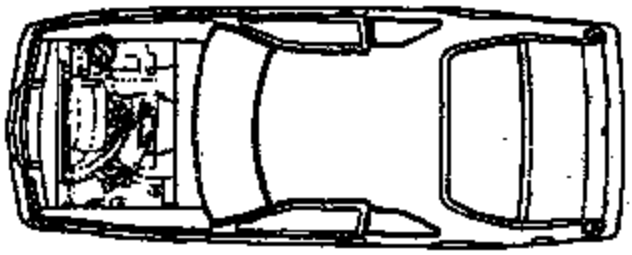
separation possibly due to an arc or short circuit. A check of a repair manual indicated the correct name for the electrical block/fuse panel was the "electrical distribution box". It had apparently been bolted to the inner fender well as the mounting studs and nuts were still attached (photo #15).

When the electrical distribution box was picked up and more closely examined, I saw an eyelet, solderless terminal, attached to a large electrical lug, was the area where the separated wire had been connected (photo #16). The interior of the electrical distribution box also exhibited fairly heavy fire damage (photo #18).

Once the fuse box cover was removed, it was evident the only fire damage was to two of the large fuses on the rear of the panel (photo #19). The bottom cover was removed from the electrical distribution box at which time I noted an interior cover was burned approximately half way off (photo #20). The burning to the underside of the component was clearly localized with fire damage to three of the wires (photo #21).

A check of the fuse panel revealed two of the blade type fuses had blown. In this instance, the short circuit was sufficient to "weld or bond" one of the fuse legs to the mounting slot. These fuses were removed which confirmed the heavy damage to each one (photos #23 & 24).

After more of the plastic case, on the power distribution block, was removed, burning was noted to the base of the fuse receptacles. This is clearly internal, localized heating coming from a wire or connection on the power distribution box. In this instance, I feel an arc or spark occurred between the wire attached to the electrical lug with the eyelet, solderless, terminal (photo #29). The following conceptual diagram shows the engine compartment of the risk, the location of the power distribution box and the specific area *where* the fire originated.



DETERMINATION OF FIRES CAUSE

Based on physical evidence remaining on the vehicle and information obtained from various sources, it is my opinion this was an accidental fire. It occurred from an unspecified defect or malfunction which caused an overheating condition within the wiring or connections in the electrical distribution box.

COMMENTS

With the completion of my investigation, I feel the cause of this fire has been well documented. The minor amount of burning is clearly centered around the power distribution box and the area where the wire came off the solderless terminal could have caused resistance heating or a short circuit. Although this car was approximately four years old, it appeared to be in very good shape and I saw no evidence of abuse, neglect, alterations or non-OEM parts. If the electrical system, specifically the power distribution box, has not been worked on then whatever caused this fire was built into the car at the assembly plant.

Although no additional investigation is anticipated, I am leaving this file open for 30 days to allow you sufficient time for review and evaluation. If either yourself or Mr. Huck have any further instructions, questions or information, please feel free to call at anytime. As always, I can be contacted through my Irving, Texas office or my digital pager.

Respectfully Submitted,

Byron R. Bryson

Byron R. Bryson, C.F.E.I.
For the Firm

Enclosures

BRB/db

PHOTOGRAPHS

1. Front of fire damaged 1992 Ford Crown Victoria.
2. Right front corner of involved vehicle.
3. Right rear corner of involved vehicle.
4. Left rear corner of involved vehicle.
5. Left front corner of involved vehicle.
6. Undamaged paint on exterior surface of the hood.
7. Minor damage and heat stress on right front corner of hood.
8. Fire damage in engine compartment and to V-8 motor.
9. Undamaged combustible components on left side of V-8 motor.
10. Close up of fuel supply hoses and quick-connectors.
11. Burning on right side of V-8 motor.
12. Isolated fire damage in right front corner of engine compartment.
13. Isolated fire damage in right front corner of engine compartment.
14. Burning to electrical distribution box. NOTE separated end of wire.
15. Side of electrical distribution box and mounting studs.
16. End of solderless terminal where wire had been connected.
17. Fire damaged wires within area of origin.
18. Close up of burning inside distribution box.

PHOTOGRAPHS

19. Fire damage to fuses in electrical distribution box.

20. Burning to lower cover on electrical distribution box.

21. Burning to under side of electrical distribution box.

22. Burning to under side of electrical distribution box. NOTE loose wire was replaced in approximate area prior to fire.

23. Blown and damaged fuse.

24. Blown and damaged fuse.

25. Close up of damage to fuses in electrical distribution box.

26. Localized burning to end of electrical distribution box.

27. Localized burning to end of electrical distribution box.

28. Internal burning in electrical distribution box.

29. Internal burning to electrical distribution box.

F. I. R. E.

PHOTOGRAPHS

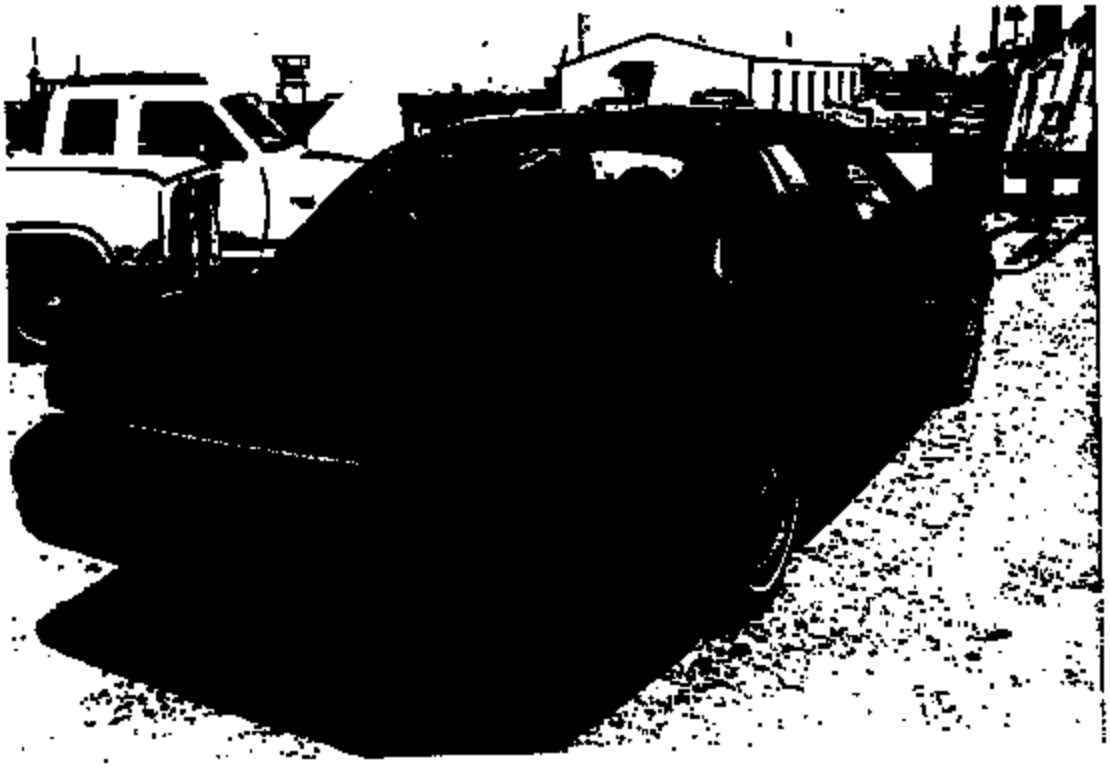
No. 1

No. 2

F.I.R.E.

PHOTOGRAPHS

No. 3



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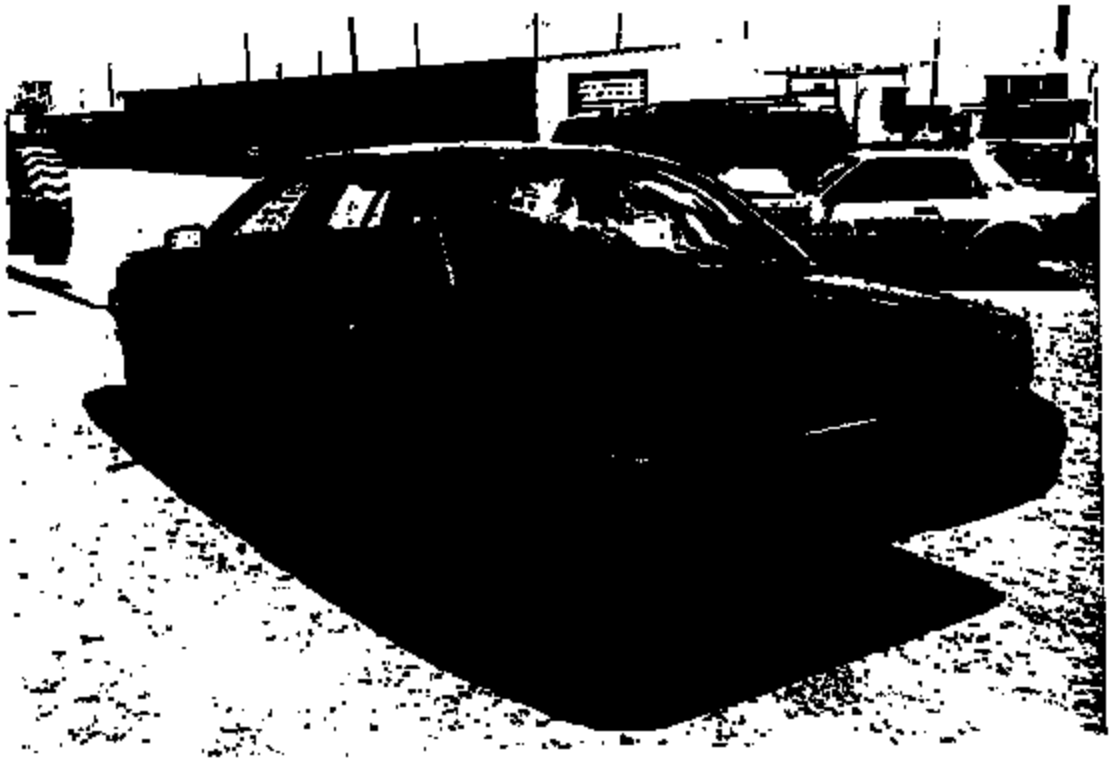
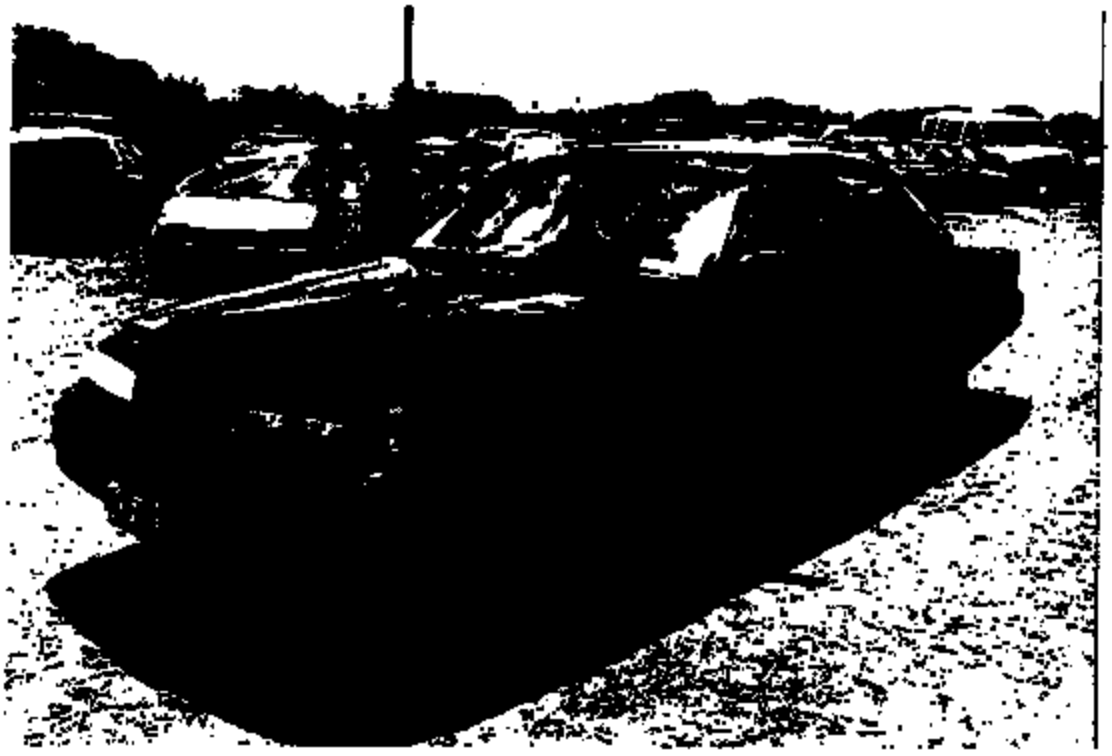


F. I. R. E.

PHOTOGRAPHS

No. 5



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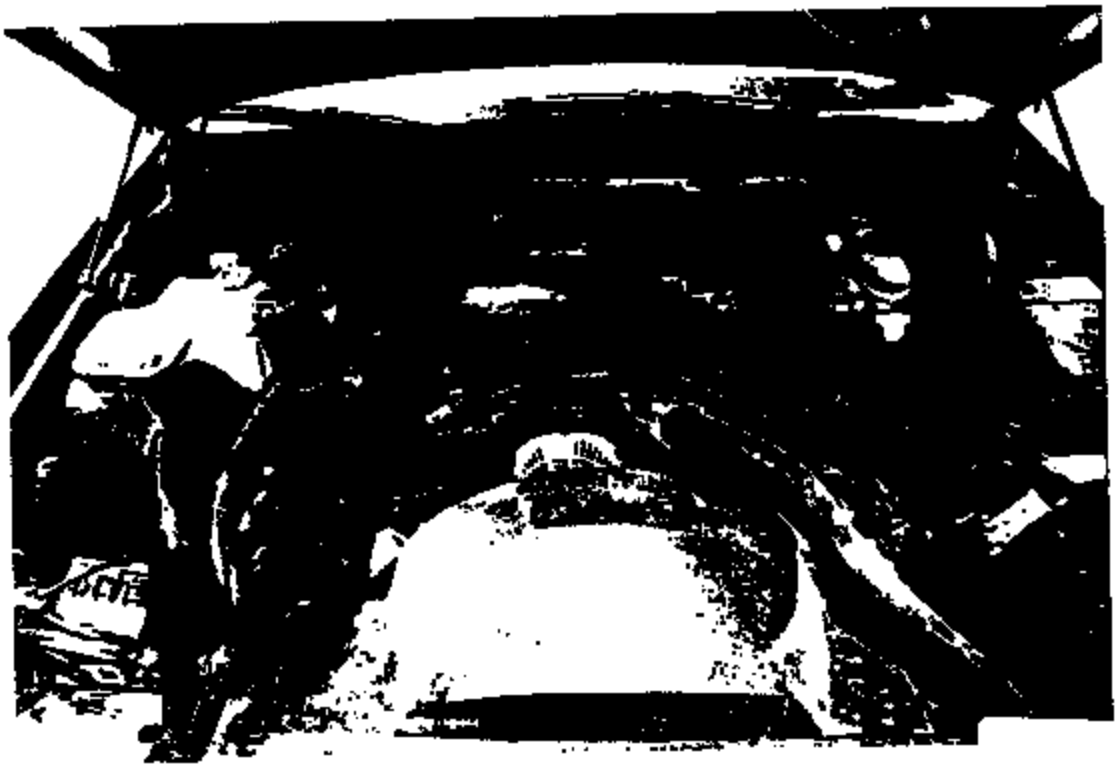
F.I.R.E.

PHOTOGRAPHS

No. 7

No. 8

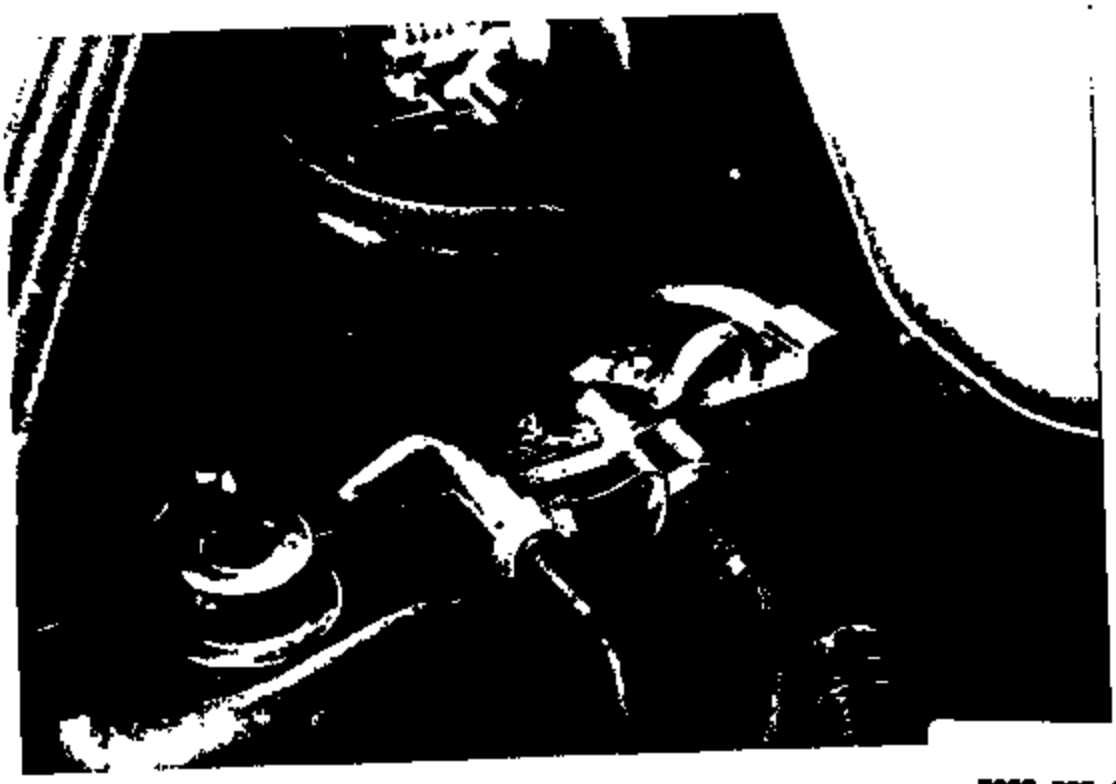


F. I. R. E.

PHOTOGRAPHS

No. 9

No. 10



ER82-625 28348

F.I.R.E.

PHOTOGRAPHS

No. 11

No. 12

F.I.R.E

PHOTOGRAPHS

No. 13

No. 14

F. I. R. E.

PHOTOGRAPHS

No. 15

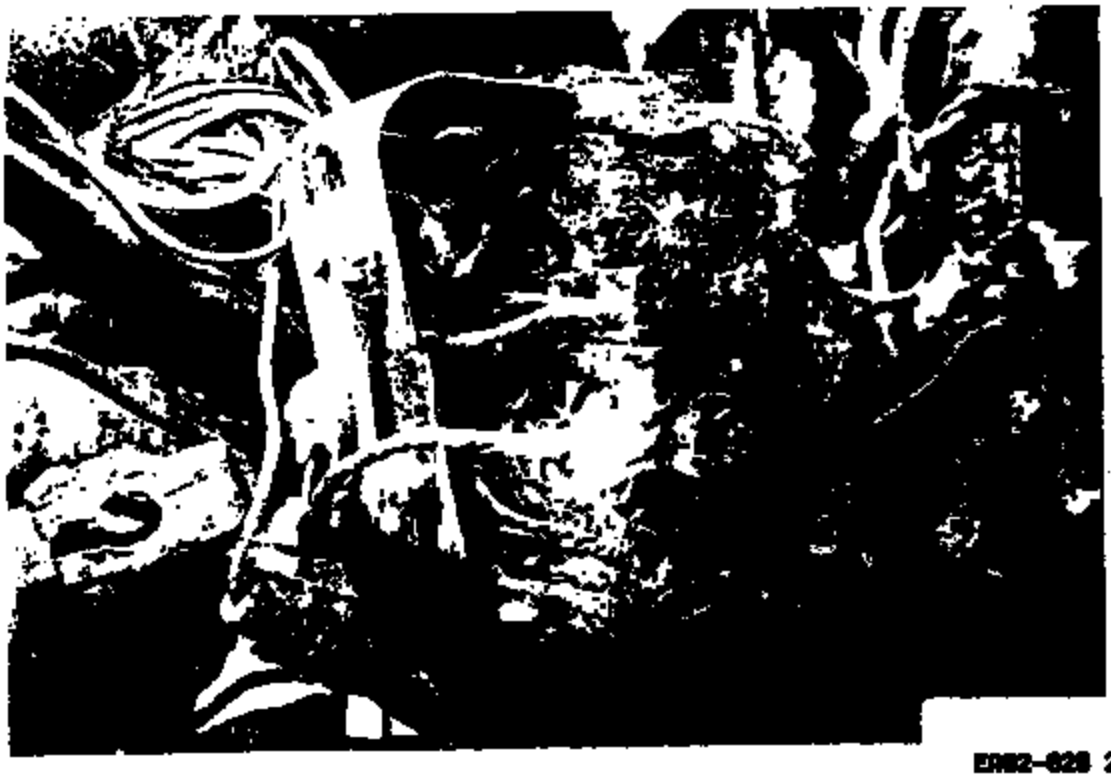
No. 16

F. I. R. E.

PHOTOGRAPHS

No. 17

No. 18

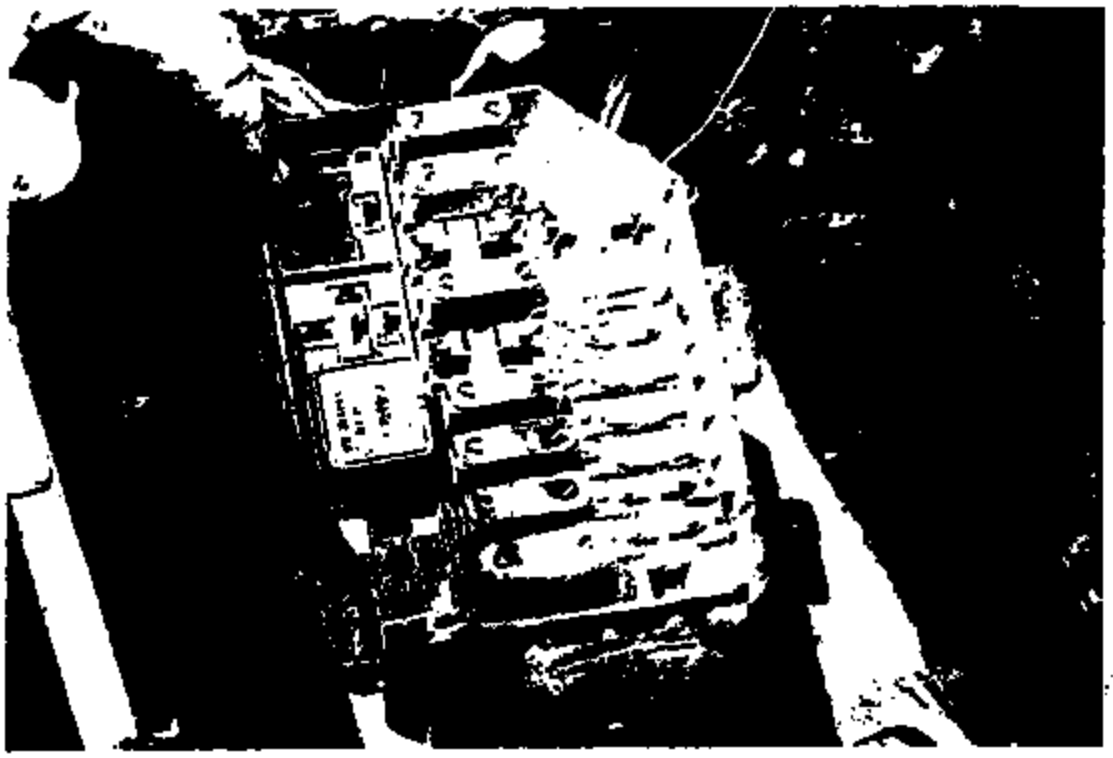


ER82-628 28362

F. I. R. E.

PHOTOGRAPHS

No. 19



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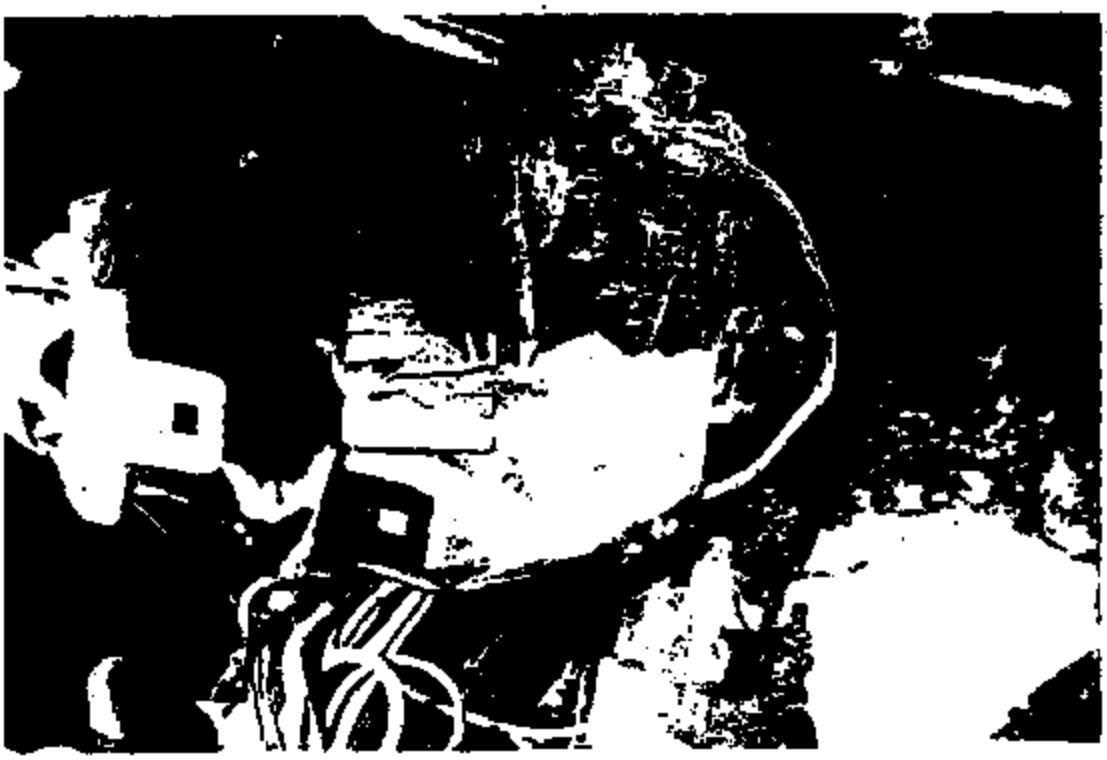


PHOTOGRAPHS

No. 21

No. 22

F. I. R. E.

PHOTOGRAPHS

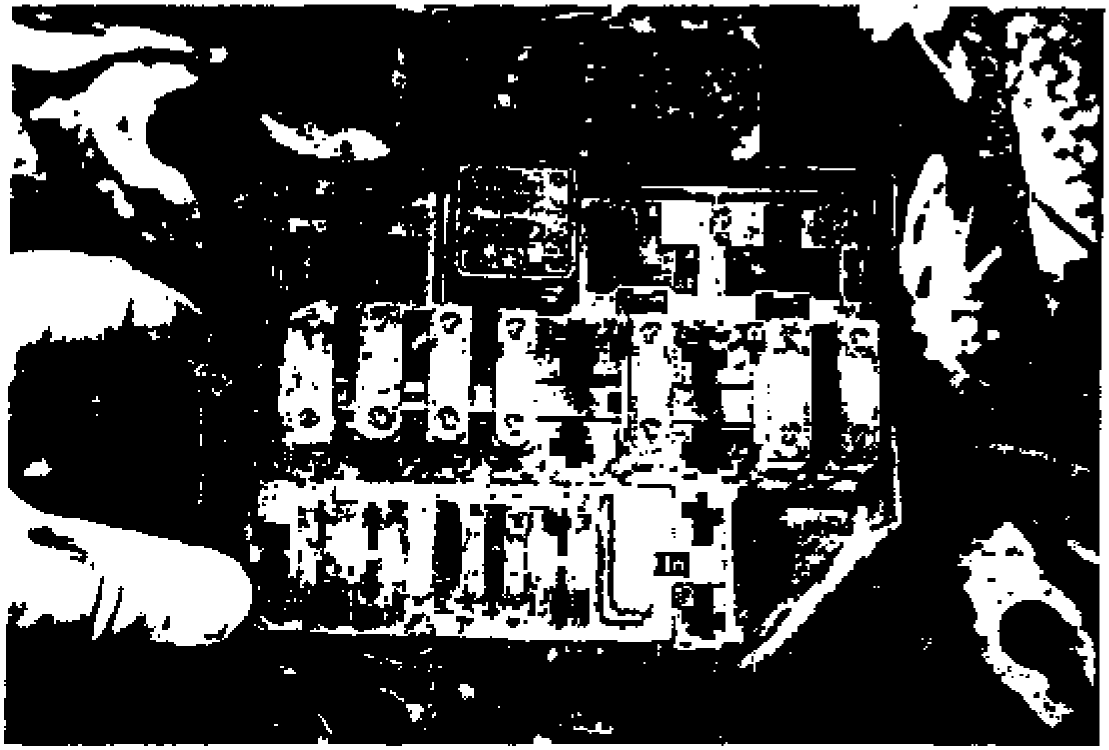
No. 23

No. 24

EA82-626 29385

F.I.R.E PHOTOGRAPHS

No. 25



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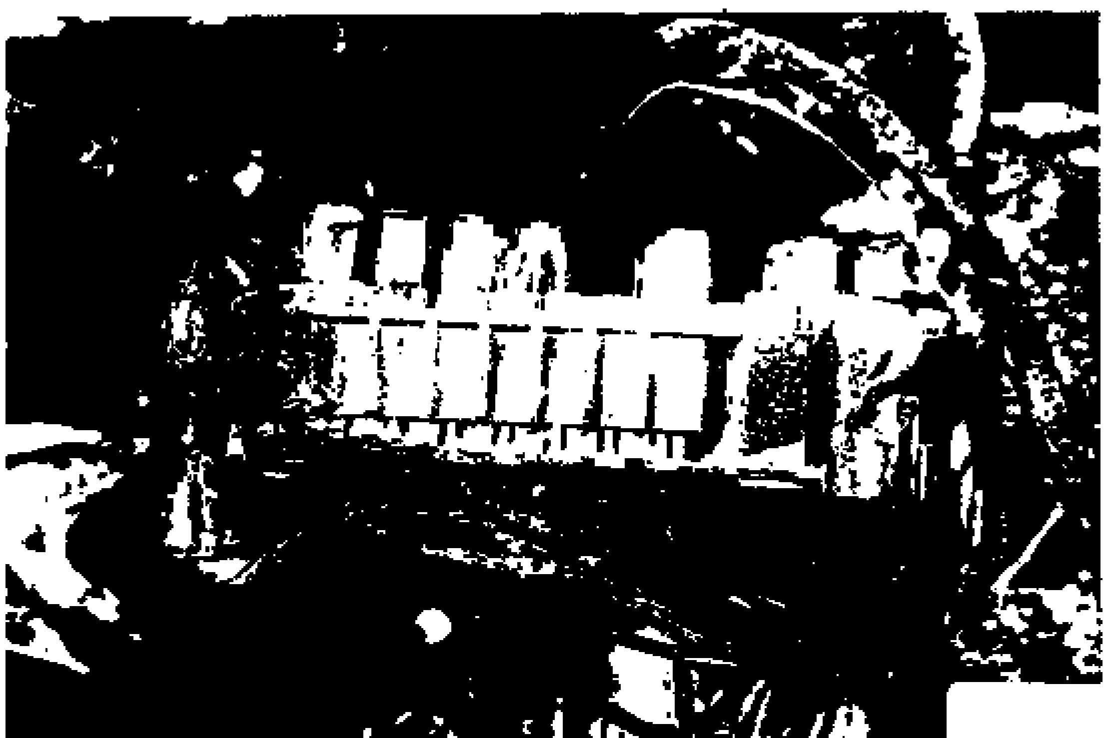
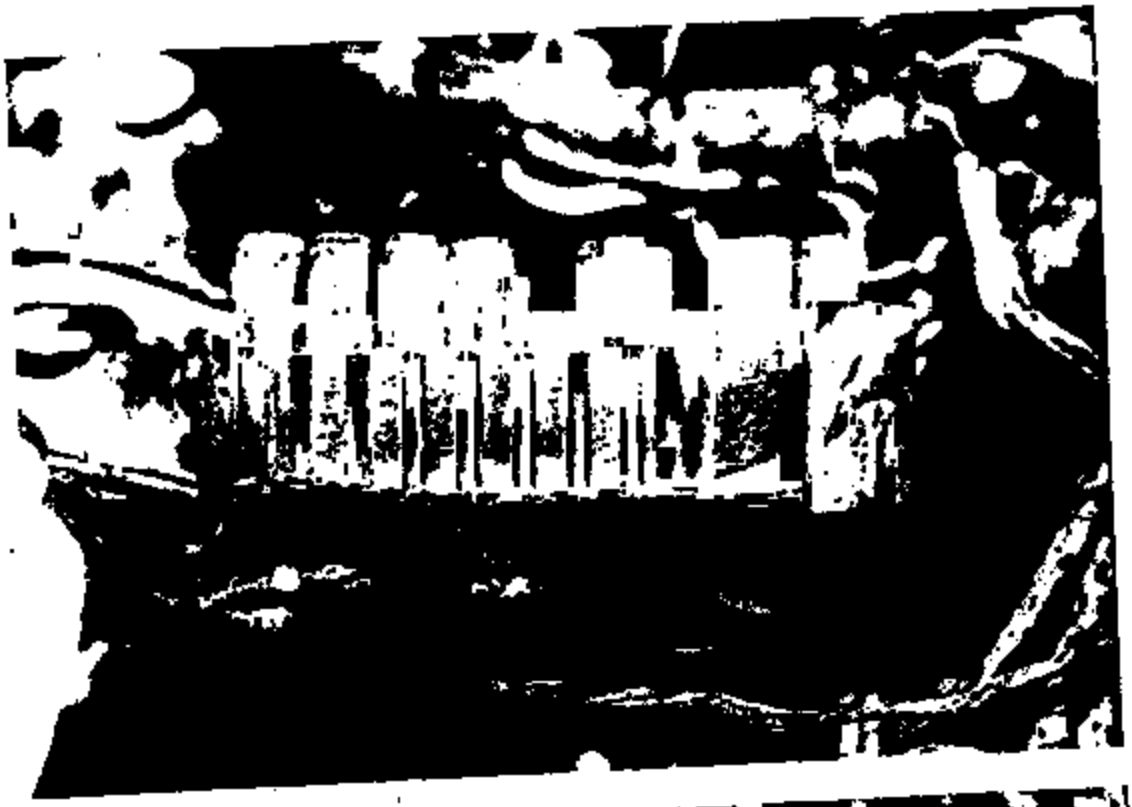


EA82-020 29356

F.I.R.E.

PHOTOGRAPHS

No. 27



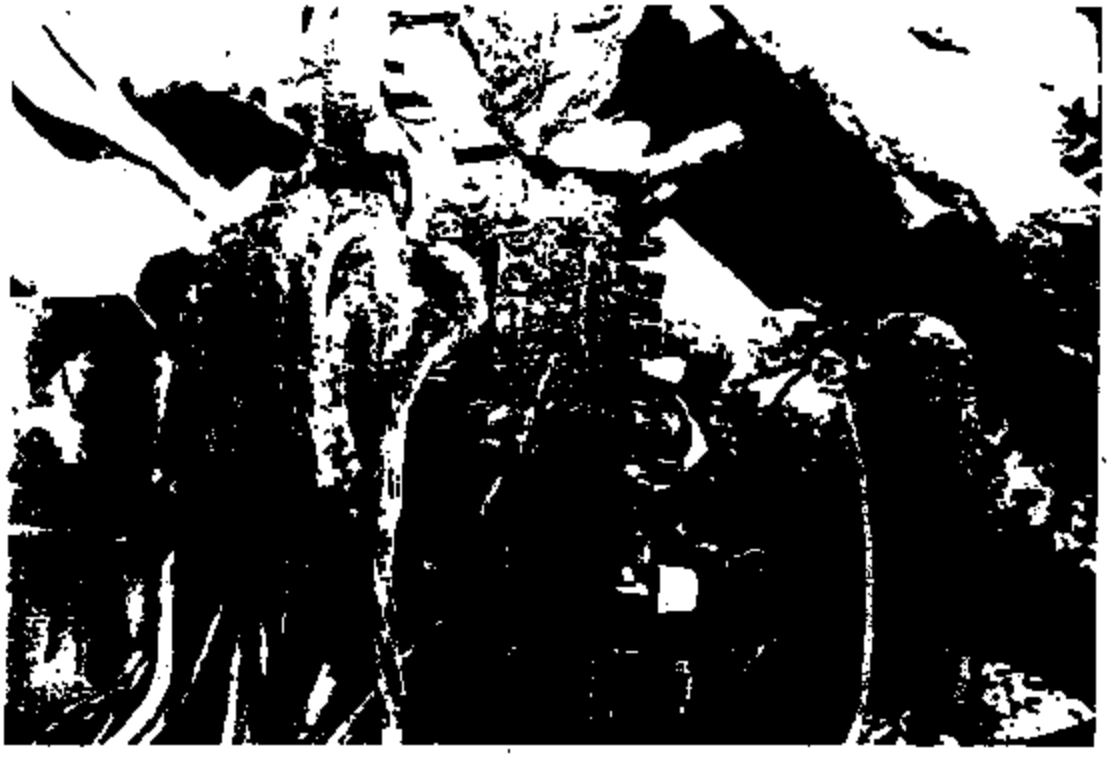
No. 28

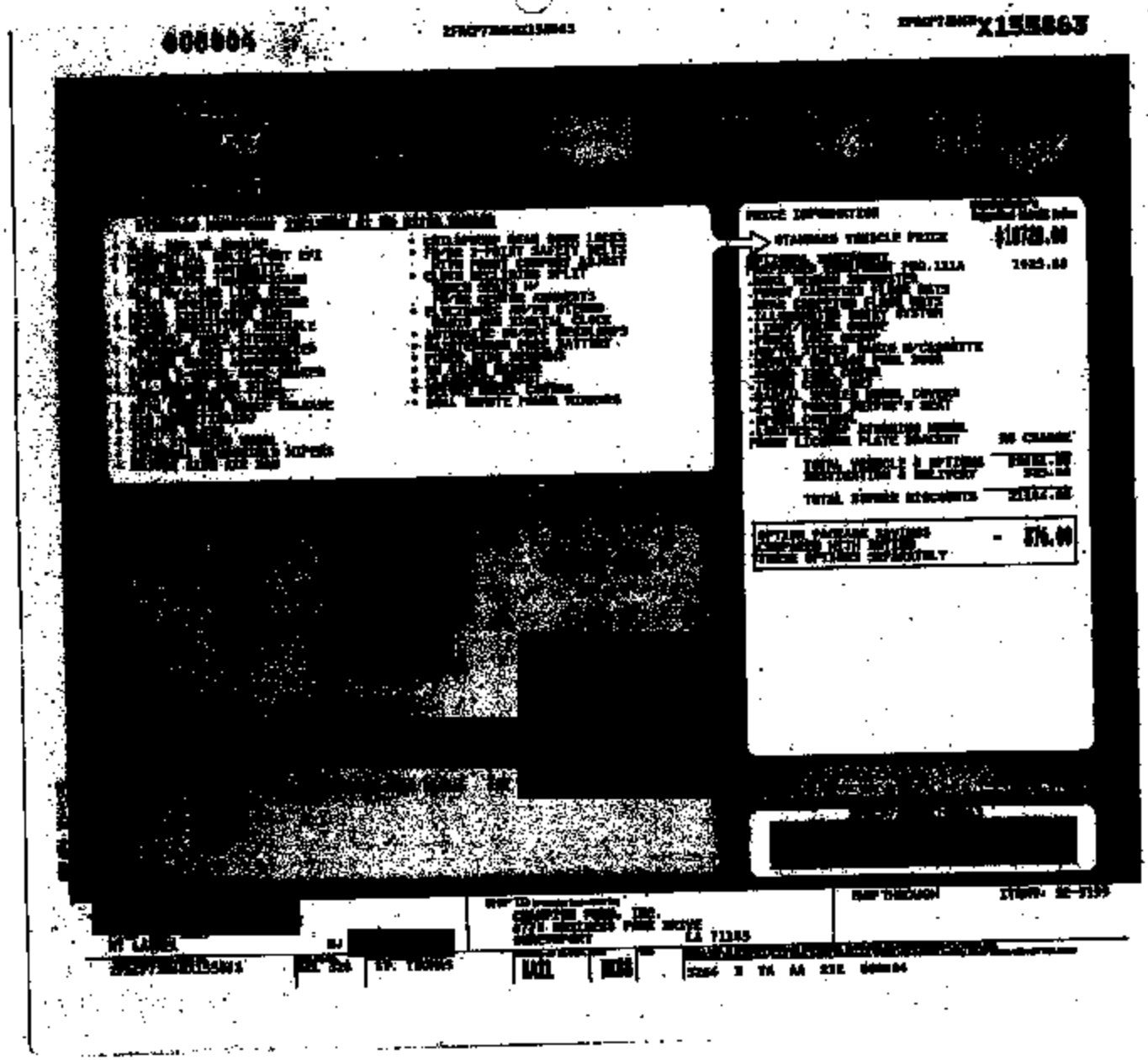
EM82-626 28357

F. I. R. E.

PHOTOGRAPHS

No. 29





DEALER 52L 328 | VIN 2FACP73W6NX155863

BATCH-ID 8266000008 D TA AA
PRICE LEVEL 212130P73 VIN: 2FACP73W6NX155863

REQUESTOR: NMASON5 CASE: DELGADO

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.
* THIS PORTION OF THE VEHICLE PRICE WILL BE PROVIDED TO THE APPROPRIATE FDAF (MDA) TO SUPPORT REGIONAL/DEALER ADVERTISING.

[illegible] *	INVOICE TOTAL	[illegible]	[illegible]	[illegible]	A PLAN

SOLD TO
MC LARTY FORD INC FOR ARI 52L328
P.O. BOX 5039
MT LAUREL NJ 08054

FURTHER TERMS ON REVERSE SIDE

[illegible]	[illegible]	[illegible]
9N		NJ

PLT RLSE DTE
08/13/91
RK88

SHIP TO (IF OTHER THAN ABOVE) 23036
CHAMPION FORD, INC.
5778 BUSINESS PARK DRIVE
SHREVEPORT LA 71105

DATE INV. PREPARED			ITEM NUMBER	[illegible]	[illegible]
08	08	91	52-9199	IY	14

SHIP THROUGH

INVOICE & UNIT IDENTIFICATION NO. 2FACP73W6NX155863 | FINAL ASSEMBLY POINT ST. THOMAS | FINANCE COMPANY AND/OR BANK PHILADELPHIA NATIO 030808

THIS INVOICE TO BE USED FOR THE BILLING OF VEHICLES ONLY

DEALER COPY

FINANCE - 335 - 42DFA (8/82)

EMO-425 2838

DEALER 52L 528 VIN 2FACP73W6NX158863

		GUARANTEED RETAIL PRICE		INVOICE	
	1992 CROWN VIC 4-DR SEDAN	18728	00	16154	00
MK	TWILIGHT BLUE CLEARCOAT				
ZY	SHADOW BLUE CLOTH				
	PREFERRED EQUIPMENT PKG.111A	1923	00	1635	00
570	.REAR WINDOW DEFROSTER				
12H	.FRONT CARPETED FLOOR MATS				
12G	.REAR CARPETED FLOOR MATS				
47J	.ILLUMINATED ENTRY SYSTEM				
945	.LIGHT/DECOR GROUP				
903	.POWER LOCK GROUP				
58H	.AM/FM STEREO RADIO W/CASSETTE				
16K	.REMOTE RELEASE FUEL DOOR				
122	.SPARE TIRE COVER				
16C	.TRUNK CARGO NET				
643	.RADIAL SPOKED WHEEL COVERS				
21A	.6-WAY POWER DRIVER'S SEAT				
525	.SPEED CONTROL				
	.LEATHER-WRAP STEERING WHEEL				
99W	.4.6L DNC SEFI V8 ENGINE	NC		NC	
44T	.AUTO OVERDRIVE TRANSMISSION	NC		NC	
T37	.P215/70RX15 BSW TIRES	NC		NC	
153	FRONT LICENSE PLATE BRACKET		NC	NC	
	TOTAL VEHICLE & OPTIONS	20651	00	17789	00
	DESTINATION & DELIVERY	535	00	535	00
	TOTAL BEFORE DISCOUNTS	21186	00	18324	00
	SPECIAL ADDED DISCOUNTS	376	00-	519	00-
	TOTAL FOR VEHICLE	20810	00		
	10 U.S. GAL GAS FACTORY			14	00
	NATIONAL FLEET INCENTIVE			1000	00-
	FLEET P.O. NUMBER 99411				
	BATCH-ID S266000808 D TA AA				
	SCHEDULE-B LEVEL 00000				
	PRICE LEVEL 212150P73	VIN: 2FACP73W6NX158863			
	SHIPPING WEIGHT 3693 LBS.				

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.
* THIS PORTION OF THE VEHICLE PRICE WILL BE PROVIDED TO THE APPROPRIATE FDAP (LMDA) TO SUPPORT REGIONAL/DEALER ADVERTISING.

REGIONAL ADVERTISING *	INVOICE TOTAL	LESS NON-INTEREST BEARING CASH ACCOUNT	LESS ADDITIONAL NON-INTEREST BEARING CASH DEALER ACCOUNT	LESS FLOOR PLAN PAYOFF & PDI COST	A PLAN
195.00	17,214.00	609.00	235.00	16,370.00	

609.00 47.00 1316.00 1000.00- 562.00 15919.00

SOLD TO
MC LARTY FORD INC FOR ARI 52L528
P.O. BOX 5039
MT LAUREL NJ 08054

FURTHER TERMS ON REVERSE SIDE

TO	TR	STATE
9M		NJ

PLT RLSE DTE 08/13/91 -RK88

SHIP TO (IF OTHER THAN ABOVE) 25036
CHAMPION FORD, INC.
8770 BUSINESS PARK DRIVE
SHREVEPORT LA 71105

SHIP THROUGH

DATE INV. PREPARED			BRS NUMBER	TRU	WHSE
08	05	91	52-9199	IY	14

INVOICE & UNIT IDENTIFICATION NO.	FINAL ASSEMBLY POINT	FINANCE COMPANY AND/OR BANK
2FACP73W6NX158863	ST. THOMAS	PHILADELPHIA NATIO 03000A

THIS INVOICE TO BE USED FOR THE BILLING OF VEHICLES ONLY DEALER COPY

8362-625 23061

CAUSE NO. 23550

[redacted] AND

Plaintiffs

v.

FORD MOTOR COMPANY

Defendant

§ IN THE COUNTY COURT

§

§

§

§ AT LAW NUMBER 2

§

§ TRAVIS COUNTY, TEXAS

FILED
96 DEC -5 PM 4:14
TRAVIS COUNTY, TEXAS
DANIEL DEBEAUVOIR
COUNTY CLERK

ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW [redacted] and [redacted] ("Plaintiffs") and file this Original Petition against Ford Motor Company ("Defendant") and for cause would show the following:

I.
PARTIES

Plaintiffs are individuals residing in the State of Texas.

Defendant is a company duly licensed and doing business in the State of Texas. It may be served through its registered agent for service of process, CT Corporation Systems, 350 North St. Paul Street, Dallas, TX 75201.

II.
BACKGROUND FACTS

On June 10, 1996, Plaintiffs' 1992 Ford Crown Victoria caught fire due to a defect or malfunction causing an overheating condition within the wiring or connections in the electrical distribution box. As a result of this, Plaintiffs sustained $11,026.63 in damages.

III.

DEFECTIVE PRODUCT

At the time of this occurrence, Defendant was engaged in the business of designing, manufacturing and marketing automobiles, including the one made the basis of this claim, for

2982-025 28382

sale to and for use by members of the general public. Plaintiff would show that the automobile in question (V.I.N. 2FACP73W6NX155863) was defective and unsafe for its intended purposes at the time it left the control of Defendant, in that it was defectively designed and/or manufactured in a manner which made the product unreasonably and inherently dangerous. Plaintiff would further show that the automobile in question was defectively marketed by Defendant in that Defendant failed to adequately warn or instruct consumers, including Plaintiff, of the dangers associated with the product.

IV.
STRICT PRODUCT LIABILITY

Plaintiff invokes the doctrine of strict liability, Section 402A, RESTATEMENT (SECOND) OF TORTS, as adopted by the Supreme Court of Texas. Plaintiff alleges that Defendant is strictly liable for designing, manufacturing and marketing the automobile into the stream of commerce when the product was unreasonably dangerous. The defective design, manufacture and/or marketing of the automobile was the proximate cause of the occurrence and of Plaintiff's damages.

Plaintiff would further show that Defendant is strictly liable to Plaintiff under 402B of the RESTATEMENT (SECOND) OF TORTS for misrepresenting that the product was safe and without defect. These representations were false and involved a material fact concerning the character or quality of the automobile. Plaintiff would show that he relied on these representations and that Defendant's misrepresentations were the proximate cause of the occurrence and of Plaintiff's damages.

V.
NEGLIGENCE

Plaintiff alleges that Defendant was negligent in the design, manufacture and/or

marketing of the automobile, in that Defendant knew, or in the exercise of ordinary care, should have known, that the automobile was defective and unreasonably dangerous to ultimate consumers. Plaintiff would show that Defendant's negligent acts and/or omissions were the proximate cause of the occurrence and of Plaintiff's damages.

VI.
RES IPSA LOQUITUR

In that alternative, Plaintiff would further show that he cannot more specifically allege the specific acts of negligent design and manufacture on the part of Defendant, for the reason that the facts in that regard are peculiarly within the knowledge of Defendant, and in the event Plaintiff is unable to prove specific acts of negligent design and manufacture, Plaintiff relies on the doctrine of *res ipsa loquitur*. In this connection, Plaintiff will show that the design and manufacture of the automobile were within the exclusive control of Defendant. Plaintiff had no means of ascertaining the method or manner in which the automobile was designed or manufactured by Defendant. Plaintiff would show that the product came into his possession in the same condition it was in when it left the control of Defendant. The occurrence causing harm to Plaintiff was one which, in the ordinary course of events, would not have occurred without negligence on the part of Defendant. Plaintiff would show that Defendant' negligent acts and/or omissions were the proximate cause of Plaintiff's damages.

VII.
BREACH OF WARRANTY

Plaintiff further alleges that Defendant expressly and impliedly warranted to the public that the automobile was of merchantable quality and was safe and fit for the purposes intended when used under ordinary conditions and in an ordinary manner. Plaintiff would show that Defendant' breach of these warranties were the proximate cause of the occurrence

and of Plaintiff's damages. TEX. BUS. & COM. CODE Sec. 2.314 - 2.315, Sec. 17.50 (a)(2), (Vernon 1989). Plaintiff would further show that Defendant is liable for all attorney fee's pursuant to §38.001 of the Texas Civil Practice & Remedies Code.

VII.
DECEPTIVE TRADE PRACTICES ACT

Plaintiff would show that Defendant is also liable for violations of the Texas Deceptive Trade Practices and Consumer Protection Act ("DTPA"), including:

A. Representations that the product in question, and its component parts, possessed qualities, characteristics, uses and benefits which they did not possess - [TEX. BUS & COM. CODE §17.46(5), (Vernon 1990)];

B. Representations that the product in question, and its component parts, were merchantable when, in fact, they were not fit for the ordinary purposes for which such products were to be used - [TEX. BUS & COM. CODE §17.46(19), (Vernon 1990)];

C. Failing to disclose information concerning dangers of the automobile known to Defendant; when such failure was intended to induce the consumer to purchase the product - [TEX. BUS & COM. CODE §17.46(22), (Vernon 1990)];

The above acts and/or omissions of Defendant were a proximate cause of the occurrence and of Plaintiff's $11,026.63 damage to his real and personal property.

Pursuant to the common law of Texas and to the various statutes referenced herein, Defendant is liable to Plaintiff for actual and treble damages, interest, court costs, and reasonable attorney fees.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer, and that on final trial, Plaintiff have:

1. Judgment against the defendant for a sum in excess of the minimum jurisdictional limits of the Court;

2. Pre-judgment interest and post-judgment interest as provided by law;

3. Costs of suit;

4. Attorney fees;

5. Such other and further relief to which the she may be justly entitled.

Respectfully submitted,

LAW OFFICES OF RICHARD B. GEIGER
1513-C West Sixth Street
Austin, Texas 78703
(512) 320-8844 - Telephone
(512) 320-8854 - Facsimile

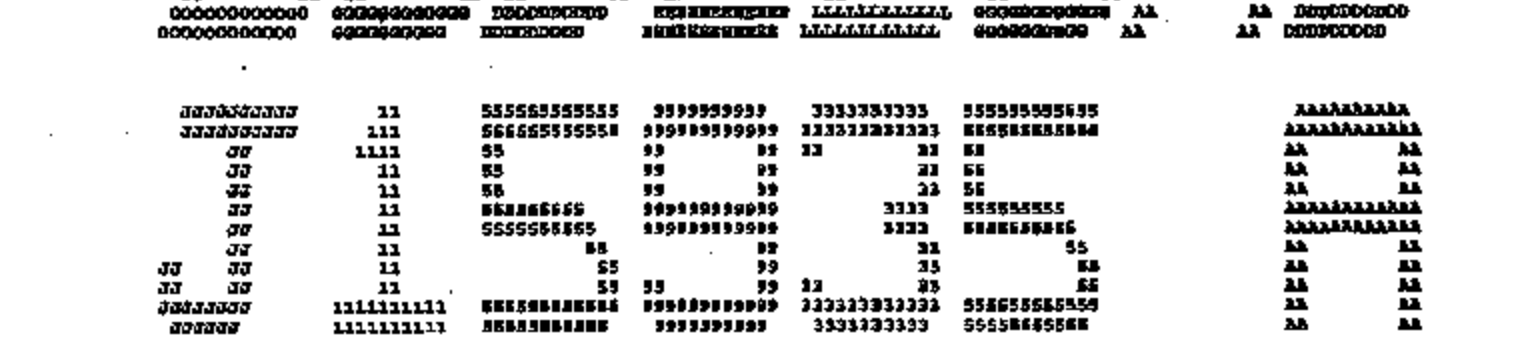
By: Rich Geiger (w/permission EP)
Richard B. Geiger
State Bar No. 07791980

Erik Peters
State Bar No. 00791432

ATTORNEY FOR PLAINTIFFS

[redacted]

[redacted]



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           OOOOOOOOOOOO    GGGGGGGGGG    DDDDDDDDDD     EEEEEEEEEEEE   LL                GGGGGGGGGG     AAAAAAAAAA    DDDDDDDDDD
          OOOOOOOOOOOO   GGGGGGGGGGGG   DDDDDDDDDDD    EEEEEEEEEEEE   LL             GGGGGGGGGGGG   AAAAAAAAAAAA   DDDDDDDDDDD
         OO        OO   GG        GG   DD        DD   EE             LL             GG        GG   AA        AA   DD        DD
        OO        OO   GG             DD        DD   EE             LL             GG             AA        AA   DD        DD
       OO        OO   GG             DD        DD   EE             LL             GG             AA        AA   DD        DD
      OO        OO   GG             DD        DD   EEEEEEEE       LL             GG             AAAAAAAAAAAA   DD        DD
     OO        OO   GG     GGGGG   DD        DD   EEEEEEEE       LL             GG     GGGGG   AAAAAAAAAAAA   DD        DD
    OO        OO   GG     GGGGG   DD        DD   EE             LL             GG     GGGGG   AA        AA   DD        DD
   OO        OO   GG        GG   DD        DD   EE             LL             GG        GG   AA        AA   DD        DD
  OO        OO   GG        GG   DD        DD   EE             LL             GG        GG   AA        AA   DD        DD
 OOOOOOOOOOOO   GGGGGGGGGGGG   DDDDDDDDDDD    EEEEEEEEEEEE   LLLLLLLLLLLL   GGGGGGGGGGGG   AA        AA   DDDDDDDDDDD
OOOOOOOOOOOO    GGGGGGGGGG    DDDDDDDDDD     EEEEEEEEEEEE   LLLLLLLLLLLL    GGGGGGGGGG    AA        AA   DDDDDDDDDD

  JJJJJJJJJJ       11         555555555555    9999999999     3333333333    555555555555                   AAAAAAAAAA
  JJJJJJJJJJ      111         555555555555   999999999999   333333333333   555555555555                  AAAAAAAAAAAA
       JJ        1111         55             99        99   33        33   55                            AA        AA
       JJ          11         55             99        99             33   55                            AA        AA
       JJ          11         55             99        99             33   55                            AA        AA
       JJ          11         5555555555     999999999999           3333   5555555555                    AAAAAAAAAAAA
       JJ          11         5555555555     999999999999           3333   5555555555                    AAAAAAAAAAAA
       JJ          11                   55             99             33             55                  AA        AA
       JJ          11                   55             99             33             55                  AA        AA
JJ     JJ          11                   55   99        99   33        33             55                  AA        AA
JJJJJJJJJ      1111111111     555555555555   999999999999   333333333333   555555555555                  AA        AA
 JJJJJJ        1111111111     555555555555    9999999999     3333333333    555555555555                  AA        AA

*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
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*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
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*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
*A START JOB15935 OGDELGAD RV539236                            ROOM       11.44.23 AM 20 DEC 96 R0541027 STA1 ACCTNG           JOB15935 START A*
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SE:II

PRODUCTION VERSION 2.7

GENERATED BY:
CHRISTIE LONG

PHONE: 313-845-8714

JOB: OGDELGAD

JOBDATE: 12/20/96

TIME: 10:50:55

VEHICLE HISTORY (SE-II) TYPE

* MODEL YEAR = 92
* CUT-OFF DATE = 12[illegible]96
* REPORT TITLE [redacted]
* VEHICLE TYPE = CARS

* REPORT CLAIM TYPE = ALL CLAIMS

* OUTPUT FILE NAME = 'OGDH136.DELGADO.SEZREPRT.REPORT

* REPORT SORT SEQUENCE = PLANT CODE \ SERIAL NO

* PAGE ON PRIMARY SORT?=

* PARETO MIN VALUE =

* PLANT/SERIAL NUMBERS = X156862

DATA ORDERED BY DESCENDING PART NO. FREQUENCY

DELGADO CHRISTIE LNEG

PART NO	CC	COUNT
10484	18	1
14M989	41	1
61DS	86	1
7P336	08	1

1992 AH-1Z PARTS BY CUSTOMER CONCERN CODE SUMMARY [12NOV96 C/O]
DATA ORDERED BY DESCENDING PART NO. FREQUENCY
[redacted] CHRISTIE LONG

PART NO	CCC	COUNT
19684	ANY	1
14M089	ANY	1
8108	ANY	1
7F528	F01	1

1RUNCTS
PAGE 4.01

1992 HH-II PARTS BY CONDITION CODE SUMMARY (12HUV96 C/O)
DATA ORDERED BY DESCENDING PART NO. FREQUENCY
[redacted]CHRISTIE LONG

PART NO	CD	COUNT
10654	15	1
14H093	41	1
6108	56	1
7F330	55	1

EMD-000 2557

20DEC95
PAGE 5.01

1993 SE-II PART/CONCERN CODE DESCRIPTION SUMMARY (12MOV96 C/O)
DATA ORDERED BY DESCENDING REPAIR COUNT
SHILOADO CHRISTIE LONG

NUMBER	PART DESCRIPTION	COUNT	CC-DESCRIPTION	COUNT	CD-DESCRIPTION	COUNT	CCC-DESCRIPTION	COUNT
1965a	BATTERY	1	88-OTHER/UNKNOWN	1	04-OTHER/UNKNOWN	1	ANY-NO CODE PROVID	3
14N089	RELAY ASSY	1	15-WILL NOT HOLD CHARGE	1	15-DEAD/WEAK BATT	1	P81-HARD TO SHIFT-	1
5100	PISTON & PIN ASY	1	41-STICKS, BINDS, DRAGS, SKI	1	41-BIND/SKIER/TGHT	1		
7F330	IDLE TR THROT VALVE	1	86-NOISE, RATTLES, SQUEAKS	1	86-NOISY OPERATION	1		

SE-II SUMMARY

```
**************************************************************************************************************
* CLAIMS LISTING FOR 1992 MODEL [redacted]                                  REQUESTED BY: CHRISTIE LONG  12NOV96 C/O *
*  SORTED BY:   PLNTCODE SERIALNO MILES02                                  DATA SOURCE: PAMS SE-II                  *
**************************************************************************************************************
```

SUMMARY												
TOTALS							RATIOS					
CLAIMS	CLAIMS W/COMNTS	CLAIMS IN TIS	VEHICLES	DEALERS	MATERIAL COST	TOTAL COST	CLAIMS PER VEHC	CLAIMS PER DELR	CLAIMS TOTL/SAMP	MATERIAL COST/REP	TOTAL COST/REP	PCT CLMS W/COMNTS
4	2	4	1	2	$389.36	$1,546.88	4.00	2.00	1.00	$97.34	$386.72	50%

```
+------------------------------------------ CLAIMS LISTING TITLE ABBREVIATIONS ------------------------------------------+
|SERIAL CAR P/S ENG PLT  PROD   WARR   SELL|CLAIM   MICRO C  MCC  PART   CC CCC CD   REPR   T  TACT MILES  MATL. TOTL LAB REPR  ST|
|NUMBER LNE     CCI NAM  DATE   DATE   DEALR|NUMBER  NUMBR S       NUMBER               DATE   IS CODE        COST  COST HRS DEALR |
|-------------------------------------------------------------------------------------------------------------------------------|
|123456 ABC 3GT 4NN WAY 27NOV91 04FEB92 11111|123456 JHP34001 7F04 17A553 46 C06 46 31FEB92 8* 886  10188 11.25  123 0.1 12345 MI|
|              |||                                   |                  |   |   |                ||  |   |_____|              |
|              |||                    CARD SEQUENCE NO.-->+            |   |   |                ||  |      |<-- ACTUAL ODOMETER READING
|              |||                    CONCERN CODE(OLD CONDITION CODE)-+   |   |                ||  |
|              |||<--SAMPLE INDICATOR(YES,NO)    CUSTOMER CONCERN CODE-+   |                ||  |
|              ||<-------------------------------------+    CONDITION CODE-+                ||  |
|              |                                       |        TIME IN SERVICE->|  |<-TRANSACTION CODE-PRE PAYMENT NOTT
+-------------------------------------------------------------------------------+
| <------ ENGINE CODES-------------------->  <-TRANSMISSION CODES->            +-> IF THIS ASTERISK APPEARS THEN
| C = 2.3EFI-PROBE      U = 3.0EFI          A = A4OD                                CLAIM IS NOT USED IN TIS MATRIX.
| E = 5.0EFI-HO         V = 4.6EFI-SOHC     B = ATX (BATAVIA)             ('CLAIMS IN TIS' TOTAL (IN SUMMARY ABOVE) EQUALS
| H = 1.3EFI-FESTIVA    X = 2.3HSC          D = MTX (5 SPEED)               TOTAL CLAIM COUNT MINUS ASTERISK TIS CLAIMS)
| J = 1.9EFI            Y = 3.0EFI-SHO      E = MTX (4 SPD-4 EAT)
| L = 2.2EFI-TURBO-PRB  Z = 1.6EFI-CAPRI    L = A4LD
| M = 2.3EFI-TWIN PLUG  3 = 3.8EFI-PRD      M = ATX (3 SPD FESTIVA)
| R = 3.8EFI-SUPERCHRGD 4 = 3.8EFI-HHD      P = AODE (ELECTRONIC)
| T = 5.0EFI-H4 LO-PRO  6 = 1.6EFI-TURB-CAPRI T = AOD
|                       8 = 1.8EFI-DOHC     U = MTX (4 SPEED)
|                                           X = ATX 4SP(AUTO-FR/CP)
|                                           2 = 5 SPEED(TS-MUSTANG)    6 = MTX 4 (5 SPEED)
|                                           5 = 5 SPEED(T-BIRD S.C)    7 = MTX (5 SPD FES/CAP)
+-------------------------------------------------------------------------------------------------------------------------------+
|                                                                                                                               |
```

**** 1992 MODEL YEAR PASSENGER CAR BODY DESCRIPTIONS ****************

VEHICLE	BODY	DESCRIPTION	VEHICLE	BODY	DESCRIPTION
MUSTANG	2LX	2 DOOR SEDAN LX		3LX	3 DOOR LX
(MUS)	2CG	2 DOOR CONVT GT		3GT	3 DOOR GT
	2CL	2 DOOR CONVT LX			
PROBE	3GL	3 DOOR GL	CAPRI	2-B	2 DOOR CONVT BASE
(PRB)	3LX	3 DOOR LX	(CAP)	2XR	2 DOOR CONVT XR2
	3GT	3 DOOR GT			
ESCORT	3-B	3 DOOR BASE	TRACER	4-B	4 DOOR BASE
(ESC)	3GT	3 DOOR GT	(TRA)	4LT	4 DOOR LTS
	WLX	STATION WAGON LX		W-B	4 DOOR BASE
	3LX	3 DOOR LX			
	4LX	4 DOOR LX	FESTIVA	3-L	3 DOOR BASE
	4LE	4 DOOR LX-E	(FES)	3GL	3 DOOR GL
	5LX	5 DOOR LX			
TEMPO	2-B	2 DOOR L	TOPAZ	2GS	2 DOOR GS
(TEM)	2GL	2 DOOR GL	(TOP)	2XR	2 DOOR XR5
	2-G	2 DOOR GL SPORT		4GS	4 DOOR GS
	4-B	4 DOOR L		4LS	4 DOOR LS
	4GL	4 DOOR GL		4LT	4 DOOR LTS
	4LX	4 DOOR LX			
	4-G	4 DOOR GL SPORT			
TAURUS	4-B	4 DOOR BASE		WBL	ST WAGN ALOCK BASE
(TAR)	4-P	4 DOOR POLICE		WGL	ST WAGN ALOCK GL
	4PL	4 DOOR ALOCK POLICE		WLL	ST WAGN ALOCK LX
	4SH	4 DOOR ALOCK SHO			
	4-G	4 DOOR GL	SABLE	4GS	4 DOOR GS
	4LX	4 DOOR LX	(SAB)	4LS	4 DOOR LS
	4BL	4 DOOR ALOCK BASE		4GL	4 DOOR ALOCK GS
	4GL	4 DOOR ALOCK GL		4LL	4 DOOR ALOCK LS
	4LL	4 DOOR ALOCK LX		WGS	STATION WAGON GS
	W-B	STATION WAGON BASE		WLS	STATION WAGON LS
	W-G	STATION WAGON GL		WGL	ST WAGN ALOCK GS
	WLX	STATION WAGON LX		WLL	ST WAGN ALOCK LS
T-BIRD	2-B	2 DOOR BASE	COUGAR	2LS	2 DOOR LS
(TBD)	2LX	2 DOOR LX	(COR)	2XR	2 DOOR ALOCK XR7
	2SC	2 DOOR ALOCK SC		2LL	2 DOOR ALOCK LS
	2BL	2 DOOR ALOCK BASE	ALOCK = EQUIPPED WITH 4-WHEEL		
	2LL	2 DOOR ALOCK LX	ANTI-LOCK DISC BRAKES.		
FORD	4-S	4 DOOR S		4PL	4 DOOR ALOCK POLIC
CROWN	4-L	4 DOOR BASE			
VICTORIA	4LX	4 DOOR LX	MERCURY	4GS	4 DOOR GS
(FRD)	4SL	4 DOOR ALOCK S	GRAND	4LS	4 DOOR LS
	4BL	4 DOOR ALOCK BASE	MARQUIS	4GL	4 DOOR ALOCK GS
	4LL	4 DOOR ALOCK LX	(MRC)	4LL	4 DOOR ALOCK LS
	4-P	4 DOOR POLICE			
LINCOLN	4-L	4 DOOR BASE		4LL	4 DR ALOCK BASE
TOWN CAR	4-S	4 DOOR SIGNATURE		4SL	4 DR ALOCK SIGNATR
(LNC)	4DC	4 DOOR CARTIER		4DL	4 DR ALOCK CARTIER
MARK VII	2DB	2 DOOR BLASS	CONTNTL	4-L	4 DOOR BASE
(MK7)	2SC	2 DOOR LSC	(CON)	4-S	4 DOOR SIGNATURE

**************** 1992 LIGHT TRUCK BODY DESCRIPTIONS ************

VEHICLE	BODY	DESCRIPTION	VEHICLE	BODY	DESCRIPTION
F-SERIES	15F	150 L.DUTY CONV.		35S	350 H.DUTY SUPR
4X2(FS2)	25F	250 L.DUTY CONV.		35C	350 H.DUTY CREW
4X4(FS4)	2HF	250 H.DUTY CONV.		45F	450 H.DUTY CONV
	35F	350 H.DUTY CONV.			
	15S	150 L.DUTY SUPER	BRONCO	B-L	BASE 4X4
	25S	250 L.DUTY SUPER	(BRO)	XLT	XLT 4X4
	2HS	250 H.DUTY SUPER		EBR	EDDIE BAUER 4X4

VEHICLE	BODY	DESCRIPT	BODY	DESCRIPT	DRIVE CODES
RANGER	CON	CONV CAB	SUP	SUPER CAB	(RA2)-4X2 (RA4)-4X4
EXPLORER	2-B	2 DR BASE			(EX2)-4X2 (EX4)-4X4
	2XL	2 DR XL	4XL	4 DR XL	
	2XS	2 DR XLSPT	4XT	4 DR XLT	
	2EB	2 DR BAUER	4EB	4 DR BAUER	

AEROSTAR	<--- REGULAR BODY --->		<--- EXTENDED BODY --->	
4X2(AR2)	RWL	WINDOW WAGON BASE	EWL	WINDOW WAGON BASE
4X4(AR4)	RWX	WINDOW WAGON XL	EWX	WINDOW WAGON XL
	RWT	WINDOW WAGON XLT	EWT	WINDOW WAGON XLT
	REB	EDDIE BAUER WAGON	EWB	EDDIE BAUER WAGON
	RCL	CARGO VAN BASE	ECL	CARGO VAN BASE
	RCX	CARGO VAN XL	ECX	CARGO VAN XL
	RVL	WINDOW VAN BASE	EVL	WINDOW VAN BASE
	RVX	WINDOW VAN XL	EVX	WINDOW VAN XL

*********** 1992 ECONOLINE/CLUB WAGON ****************************

VEHICLE	BODY	DESCRIPTION	BODY	DESCRIPTION
(ECN)	<---	ECONOLINE --------->	<---	CLUB WAGON --------->
	1HB	150 HINGED DOOR BASE	1HM	150 HINGED DOOR CUST
	1HX	150 HINGED DOOR XL	1HT	150 HINGED DOOR XLT
	2HB	250 HINGED DOOR BASE	1HP	150 HINGED DOOR CHAT
	2HX	250 HINGED DOOR XL	3HM	350 HINGED DOOR CUST
	2SB	250 HNGD DR SUPR BASE	3HT	350 HINGED DOOR XLT
	2SX	250 HNGD DR SUPR XL	3HP	350 HINGED DOOR CHAT
	3HB	350 HINGED DOOR BASE	3SL	350 HNGD DR SUPR XL
	3HX	350 HINGED DOOR XL	3SM	350 HNGD DR SUPR CUST
	3SB	350 HNGD DR SUPR BASE	3ST	350 HNGD DR SUPR XLT
	3SX	350 HNGD DR SUPR XL	1DM	150 SLIDING DOOR CUST
	1DB	150 SLIDING DOOR BASE	1DT	150 SLIDING DOOR XLT
	1DX	150 SLIDING DOOR XL	1DP	150 SLIDING DOOR CHAT
	2DB	250 SLIDING DOOR BASE	3DM	350 SLIDING DOOR CUST
	2DX	250 SLIDING DOOR XL	3DT	350 SLIDING DOOR XLT
	3DB	350 SLIDING DOOR BASE	3DP	350 SLIDING DOOR CHAT
	3DX	350 SLIDING DOOR XL		
	3CL	350 CUTAWAY BASE		
	3CX	350 CUTAWAY XL		
	3ST	350 STRIPPED CHASSIS		

EM92-029 29874

2800C96 CLAIMS LISTING FOR 1992 MODEL [redacted]
PAGE 1 SORTED BY PLNTCODE SERIALNO MILES#2

12NOV96 C/O REQUESTED BY: CHRISTIE LONG
DATA SOURCE: P&MS SE-II EG3488 .

NOTE: IF TIS VALUE HAS (*) THEN CLAIM NOT USED IN TIS MATRIX

<---------- VEHICLE INFORMATION ---------->						<---------- REPAIR INFORMATION ----------											
SERIAL CAR S/S STG PLT			PROD	WARR	SELL	CLAIM	MICRO C	WCC	PART	CC CCC CD	REPR	T	TACT	MILES	MATL.	TOTL	LBR	EXPN	ST
NUMBER LNE		CCI	NUM	DATE	DATE	DEALR	NUMBER	S	NUMBER		DATE	IS	CODE		COST	COST	HRS	DEALR	
155883 FRD 4-L WTY STH				12AUG91	29AUG91	06025	854354	MOE17131	1E02	5198	86 ANY 66	02NOV91	4	2	16781	223.28	619	9.0	06450	LA
** COMMENTS-CLAIM #1				TECH-M TIME; TIME TO TRANSFER INTAKE MANIFOLD AND ENGINE WIRING HARNESS FROM OLD M																
155883 FRD 4-L WTY STH				12AUG91	29AUG91	06025	035138	MDM48631	7A91	10654	15 ANY 15	13NOV91	4	2	18718	64.42	90	0.8	06450	LA
155883 FRD 4-L WTY STH				12AUG91	29AUG91	06025	035187	MDM17141	7C85	14M988	41 ANY 41	14DEC91	4	2	18794	9.38	48	0.9	06450	LA
155883 FRD 4-L WTY STH				12AUG91	29AUG91	06025	061522	EPZZ0121	3C61	7F130	00 P81 08	28NOV94	40	9383	39297	92.29	798	2.4	04403	TX
** COMMENTS-CLAIM #4				CCHM-OVERDRIVE SLIPPING. TECH-TRANS HAS NO OVERDRIVE. SHFT TRANS OUT FOR REPAIRS. REINSTALL TRANS., NEW TORQUE CONVERTOR, BRASS BU TECH-REINS AND CLIP TO TV THROTTLE LINKAGE.															

THIS LISTING CONTAINED 4 TOTAL CLAIMS

OGDEL GAD

J15935A

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*A END   JOB15935 OGDELGAD RV539236          ROOM     11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG     JOB15935 END   A*
*A END   JOB15935 OGDELGAD RV539236          ROOM     11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG     JOB15935 END   A*
*A END   JOB15935 OGDELGAD RV539236          ROOM     11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG     JOB15935 END   A*
*A END   JOB15935 OGDELGAD RV539236          ROOM     11.44.26 AM 20 DEC 96 R0541027 STA1 ACCTNG     JOB15935 END   A*
```

E N D — V P S R6.1 STC: WTVPS — E N D

JOB / PRINTER IDENTIFICATION	OFF-PRINTER	VPS JOB RELATED PRINT STATISTICS
JOBNAME: [redacted] PRINTER NAME: R0541027	DATE: 96.355	ELAPSED PRINT TIME 00.00.03.66 AVG COMP LINE LGTH (Q)------88
JOBID: JOB15935 VPSLIB NUMBER: RV539236	12/20/96	NUMBER LINES PRINTED---------211 AVG COMP LINE LGTH (V)-----107
	FRI	NUMBER PAGES PRINTED----------8 NUMBER VTAM SENDS-----------34
	TIME: 11.44.26.92	NUMBER D/S PRINTED------------1 NUMBER STAGING I/O'S---------0

DMG-005 28978

CSOR0087 **MORS II O.R. VIN Customer Selection** 12/19/1996 10:42:13

VIN: 2FACP73W6NX155863

Model: CROWN VI

Model Year: 92

To SELECT an O.R. Customer: Type an "X" in the "A" column and Press ENTER

A	S	Acqd	Last Name	First Name	MI	Address	City	St	Zip

F1=HELP F3=EXIT F7=FIRST F8=NEXT

I223 NO CUSTOMER DATABASE INFORMATION FOR THIS REQUEST OGDB3S2

CSOR0021 **MORS II Recall Inquiry** 12/19/1996 10:42:23

VIN: 2FACP73W6NX155863 Build Date: 08/12/1991
Year: 92 Model: CROWN VICTORIA WSD: 08/29/1991

Campaign Number	Campaign Type	1864 Description	Campaign Status	Status Date	Dealer Code
93B31	O	TV ROD BUSHG	COMPLETE	11/28/1994	04409

F3=EXIT
I002 REQUESTED INFORMATION DISPLAYED OGDB352

CSOR0023 **MORS II ESP Inquiry** 12/19/1996 10:42:35

VIN: 2FACP73W6NX155863 Year: 92 Model: CROWN VICTORIA

Contract Selling Dealer P&A Code: 04409 Name: LEONARD JOHNSON'S AUTO RANCH

Contract Owner	Street	City	Zip/PC
[redacted]	[redacted]	VICTORIA	[redacted]

ESP INFORMATION:

Plan YR	Option Code	Expiration Date	Mi/Km	Signature Date	Rent	Days	Tow	Ded
95		03/01/1997	66394	03/01/1995	25	5	45	100

COVERAGE DESCRIPTION: E1995 USED 24/24,000 POWERTRAINCARE

Cancel Date	Processing Date	Dealership Credited Name	P&A	W&P Statement	Percentage of Refund

F3=EXIT F7=FIRST F8=NEXT
I112 LAST RECORD DISPLAYED - FORWARD SCROLL NOT ALLOWED OGDB352

EW2-625 28379

CSOR0024 **MORS II OASIS Inquiry** 12/19/96 10:42:41

VIN: 2FACP73W6NX155863 Year: 92 Model: CROWN VICTORIA
Name:

				Recall	Description
Carb:	218AR00	Build Date:	08/12/1991		
Axle:	NOT AVAILABLE	WSD:	08/29/1991		NO RECALLS
Engine:	4.6L SOHC (MODULAR)				
Trans:	AUTOMATIC OD 4 SPEED	ONP Count:	0		

Message:

ESP INFORMATION:

Plan YR	Option Code	Expiration Date	Mi/Km	Signature Date	Rent	Days	Tow	Ded
95		03/01/1997	66394	03/01/1995	25	5	45	100

COVERAGE DESCRIPTION: E1995 USED 24/24,000 POWERTRAINCARE

F3=EXIT
I002 REQUESTED INFORMATION DISPLAYED OGDB352

CSOR0026 **MORS II Warranty Inquiry** 12/19/1996 10:42:53

VIN: 2FACP73W6NX155863 Year: 92 Model: CROWN VICTORIA
Name:

P&A Code	Repairing Dealer Name	Repair Date	R.O. Number	Mi/Km	Cond Code	Part Number	Labor Operation

F3=EXIT F7=FIRST F8=NEXT
E943 NO REPAIR HISTORY ON VEHICLE OGDB352

E982-025 28301

F.I.R.E.
Fire Investigation & Remains Evaluation
P.O. Box 154086
Irving, Texas 75015-4086
(214) 254-2075 Pager (214) 909-7245
FAX (214) 253-1583

COPY

August 19, 1996

F.I.R.E. # 150BB96

First Report

CLIENT: V. J. Harper, II
State Farm Insurance Companies
P. O. Box 270550
Corpus Christi, Texas 78427

INSURED: [redacted]

INSURED VEHICLE: 1992 Ford Crown Victoria
VIN: 2FACP73W6NX155863

DATE OF FIRE: 6/10/96

POLICY #: [redacted]

CLAIM #: [redacted]

F. I. R. E.

150BB96 1. [redacted]

ASSIGNMENT

This assignment was received July 15, 1996 at 1:16 p.m. via FAX from Property Claim Trainer Michael Huck with instructions to conduct a vehicle fire cause examination. Investigation commenced 8/14/96.

ENCLOSURES

1. 29 vehicle photographs

INSURED PROPERTY

The risk is a dark blue, 1992 Ford Crown Victoria, four door sedan bearing Texas license plate PCW-68Z. The vehicle identification number is 2FACP73W6NX155863. The car is powered by a large displacement, fuel injected, V-8 motor and automatic transmission. It is equipped with power steering, power brakes, electric door locks and windows, dash mounted radio, cruise control and all season heating and air conditioning. All four tires and simulated wire wheel hubcaps were still on the vehicle. The body was straight and I saw no evidence of prior collision damage. According to the odometer, there were 58,865 miles on the car.

VEHICLE EXAMINATION

NOTE: *All references to sides and corners are made as if you were sitting in the driver's seat.*

A vehicle fire cause examination was conducted on Wednesday, 8/14/96 commencing at 12:45 p.m. at the Insurance Auto Auctions storage and sale facility, 4701 Agnes Street, Corpus Christi, Texas. The risk was photographed and diagrammed at that time. There were no adverse conditions or appreciable alterations to the car; therefore, a true and accurate fire cause determination was possible. I was the only person present during this portion of the investigation.

From an exterior examination it was almost impossible to tell a fire had occurred. None of the exterior paint was burned or blistered and all window glass was still intact. Once the hood was raised, a minor amount of paint damage and heat stress was present on the underside, near the right front corner (photo #7).

Even with the hood open it was difficult to tell a fire had occurred until some significant burning to the right front inner fender well was noted (photo #8). This corresponds with the damaged paint and heat stress to the underside of the hood. Virtually all combustibles, including hoses, belts, plastic parts and wiring insulation, were still intact. This was especially true on the left side of the engine compartment where no burning was noted to any of the various components (photo # 9).

The left side was the area where the rubber fuel lines and quick-connectors were routed. They were attached to the fuel rail on the left side of the motor and had obviously not received any fire damage (photo #10). It has been my experience that fires caused by an electrical defect or malfunction are much more centralized then those involving flammable or combustible liquids. Even the fire damage on the right side of the V-8 motor was minimal (photo #11).

All of the burning was clearly localized to the extreme, right front corner of the engine compartment (photo #12). The twelve volt battery had been removed prior to my examination but I did not see any localized burning to the battery tray or nearby sheet metal (photo #13). The most intense burning was clearly localized around the forward end of an electrical block and fuse panel. I did see that one of the bare wires had became unattached from a fitting or connection (photo #14).

The wires were closely examined; however, I did not see any evidence of arcing or shorting on the bare copper conductors. The separated end is the only evidence of

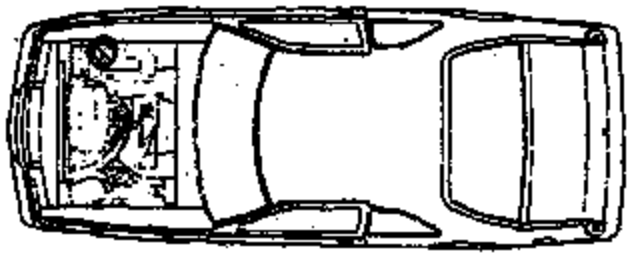
separation possibly due to an arc or short circuit. A check of a repair manual indicated the correct name for the electrical block/fuse panel was the "electrical distribution box". It had apparently been bolted to the inner fender well as the mounting studs and nuts were still attached (photo #15).

When the electrical distribution box was picked up and more closely examined, I saw an eyelet, solderless terminal, attached to a large electrical lug, was the area where the separated wire had been connected (photo #16). The interior of the electrical distribution box also exhibited fairly heavy fire damage (photo #18).

Once the fuse box cover was removed, it was evident the only fire damage was to two of the large fuses on the rear of the panel (photo #19). The bottom cover was removed from the electrical distribution box at which time I noted an interior cover was burned approximately half way off (photo #20). The burning to the underside of the component was clearly localized with fire damage to three of the wires (photo #21).

A check of the fuse panel revealed two of the blade type fuses had blown. In this instance, the short circuit was sufficient to "weld or bond" one of the fuse legs to the mounting slot. These fuses were removed which confirmed the heavy damage to each one (photos #23 & 24).

After more of the plastic case, on the power distribution block, was removed, burning was noted to the base of the fuse receptacles. This is clearly internal, localized heating coming from a wire or connection on the power distribution box. In this instance, I feel an arc or spark occurred between the wire attached to the electrical lug with the eyelet, solderless, terminal (photo #29). The following conceptual diagram shows the engine compartment of the risk, the location of the power distribution box and the specific area *where* the fire originated.



[redacted]

F.I.R.E.

150BB96 4. [redacted]

DETERMINATION OF FIRES CAUSE

Based on physical evidence remaining on the vehicle and information obtained from various sources, it is my opinion this was an accidental fire. It occurred from an unspecified defect or malfunction which caused an overheating condition within the wiring or connections in the electrical distribution box.

COMMENTS

With the completion of my investigation, I feel the cause of this fire has been well documented. The minor amount of burning is clearly centered around the power distribution box and the area where the wire came off the solderless terminal could have caused resistance heating or a short circuit. Although this car was approximately four years old, it appeared to be in very good shape and I saw no evidence of abuse, neglect, alterations or non-OEM parts. If the electrical system, specifically the power distribution box, has not been worked on then whatever caused this fire was built into the car at the assembly plant.

Although no additional investigation is anticipated, I am leaving this file open for 30 days to allow you sufficient time for review and evaluation. If either yourself or Mr. Huck have any further instructions, questions or information, please feel free to call at anytime. As always, I can be contacted through my Irving, Texas office or my digital pager.

Respectfully Submitted,

Byron R. Bryson

Byron R. Bryson, C.F.E.I.
For the Firm

Enclosures

BRB/db

[redacted]

PHOTOGRAPHS

1. Front of fire damaged 1992 Ford Crown Victoria.
2. Right front corner of involved vehicle.
3. Right rear corner of involved vehicle.
4. Left rear corner of involved vehicle.
5. Left front corner of involved vehicle.
6. Undamaged paint on exterior surface of the hood.
7. Minor damage and heat stress on right front corner of hood.
8. Fire damage in engine compartment and to V-8 motor.
9. Undamaged combustible components on left side of V-8 motor.
10. Close up of fuel supply hoses and quick-connectors.
11. Burning on right side of V-8 motor.
12. Isolated fire damage in right front corner of engine compartment.
13. Isolated fire damage in right front corner of engine compartment.
14. Burning to electrical distribution box. NOTE separated end of wire.
15. Side of electrical distribution box and mounting studs.
16. End of solderless terminal where wire had been connected.
17. Fire damaged wires within area of origin.
18. Close up of burning inside distribution box.

PHOTOGRAPHS

19. Fire damage to fuses in electrical distribution box.

20. Burning to lower cover on electrical distribution box.

21. Burning to under side of electrical distribution box.

22. Burning to under side of electrical distribution box. NOTE loose wire was replaced in approximate area prior to fire.

23. Blown and damaged fuse.

24. Blown and damaged fuse.

25. Close up of damage to fuses in electrical distribution box.

26. Localized burning to end of electrical distribution box.

27. Localized burning to end of electrical distribution box.

28. Internal burning in electrical distribution box.

29. Internal burning to electrical distribution box.

F.I.R.E.

PHOTOGRAPHS

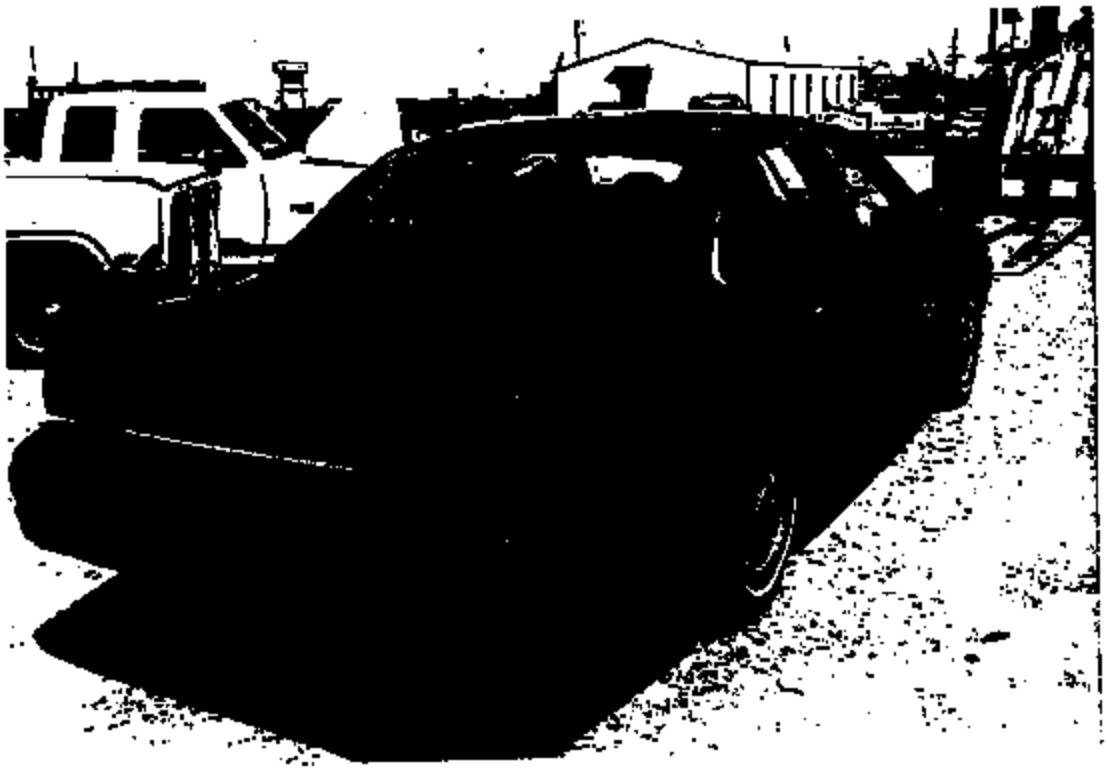
No. 1

No. 2

F.I.R.E.

PHOTOGRAPHS

No. 3



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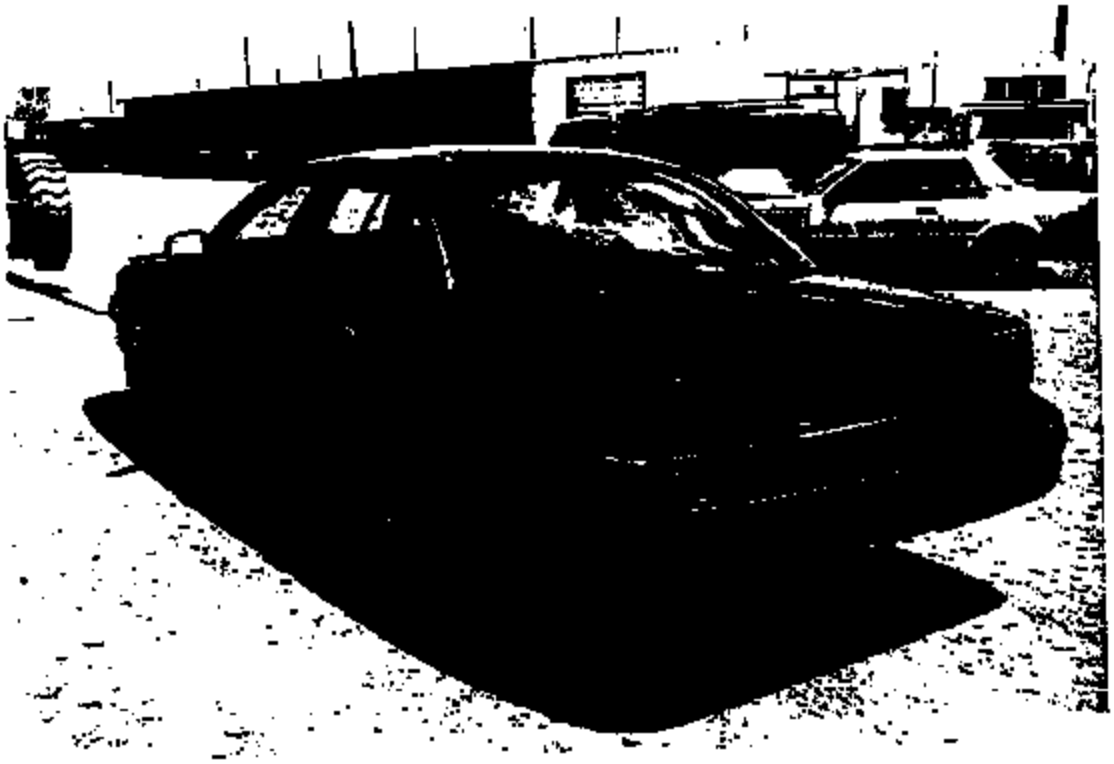
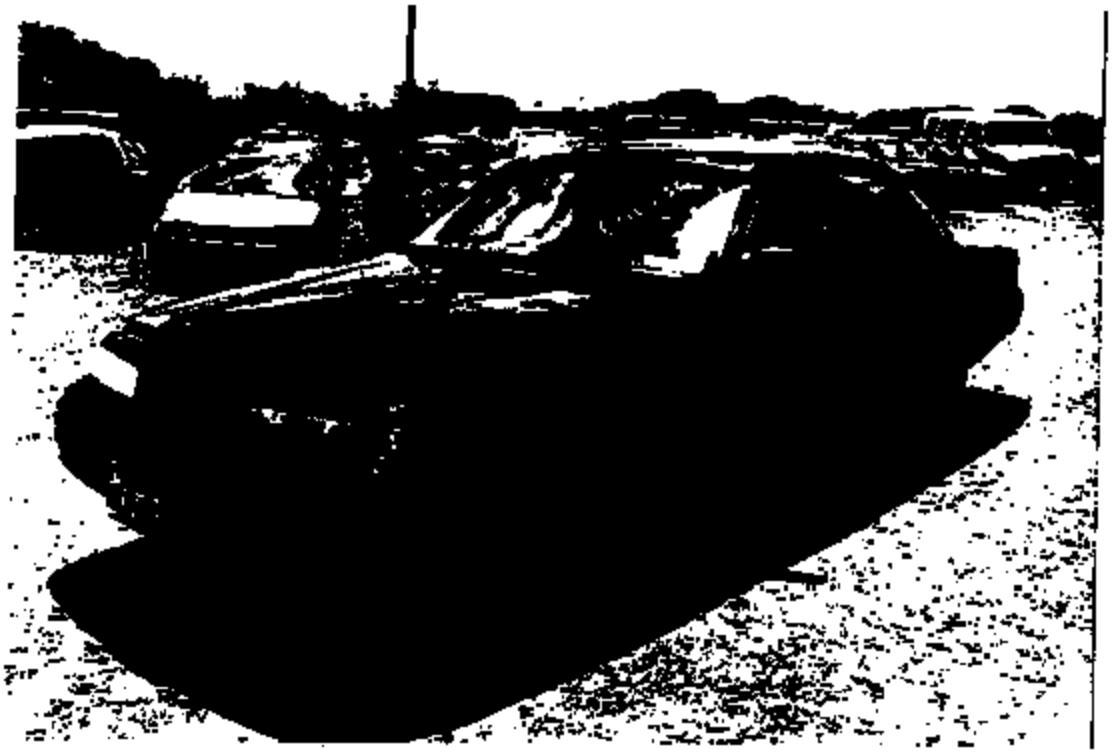


ER82-825 28388

F.I.R.E.

PHOTOGRAPHS

No. 5



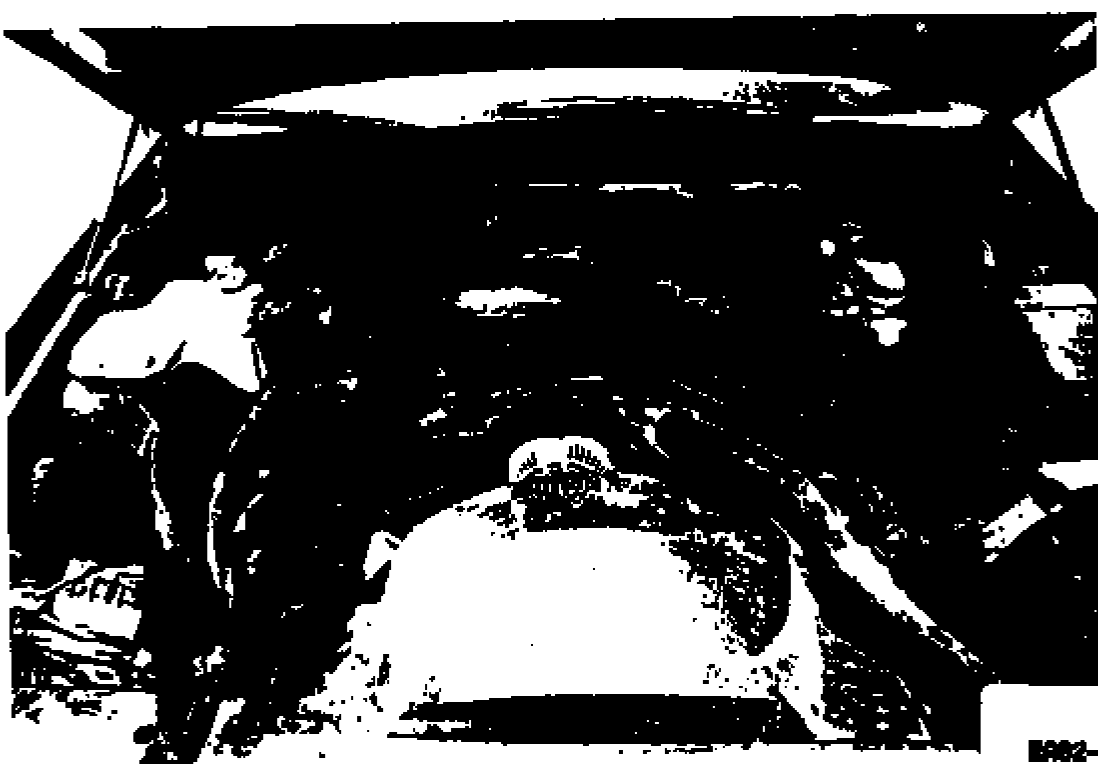
No. 6

F.I.R.E.

PHOTOGRAPHS

No. 7

No. 8

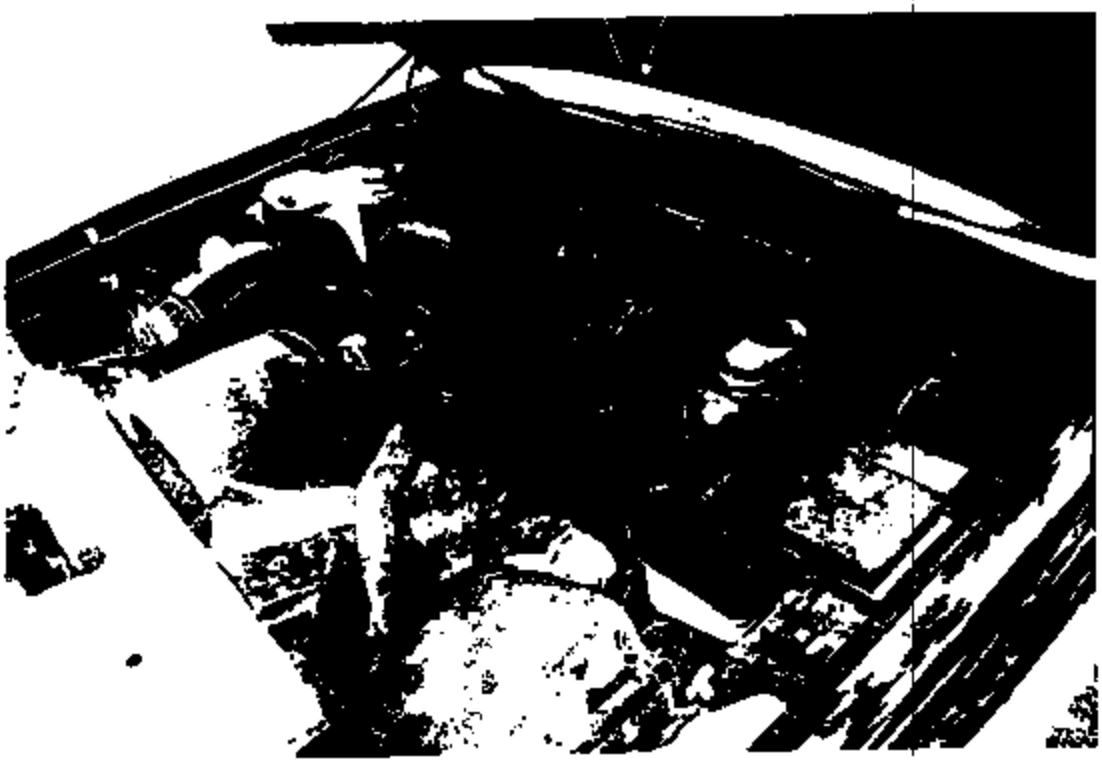


E002-025 28382

F. I. R. E.

PHOTOGRAPHS

No. 9



No. 10

F. I. R. E.

PHOTOGRAPHS

No. 11

No. 12

F.I.R.E.
PHOTOGRAPHS

No. 13

No. 14

ER82-625 29385

F.I.R.E.
PHOTOGRAPHS

No. 15

No. 16

EN82-025 28306

F. I. R. E.

PHOTOGRAPHS

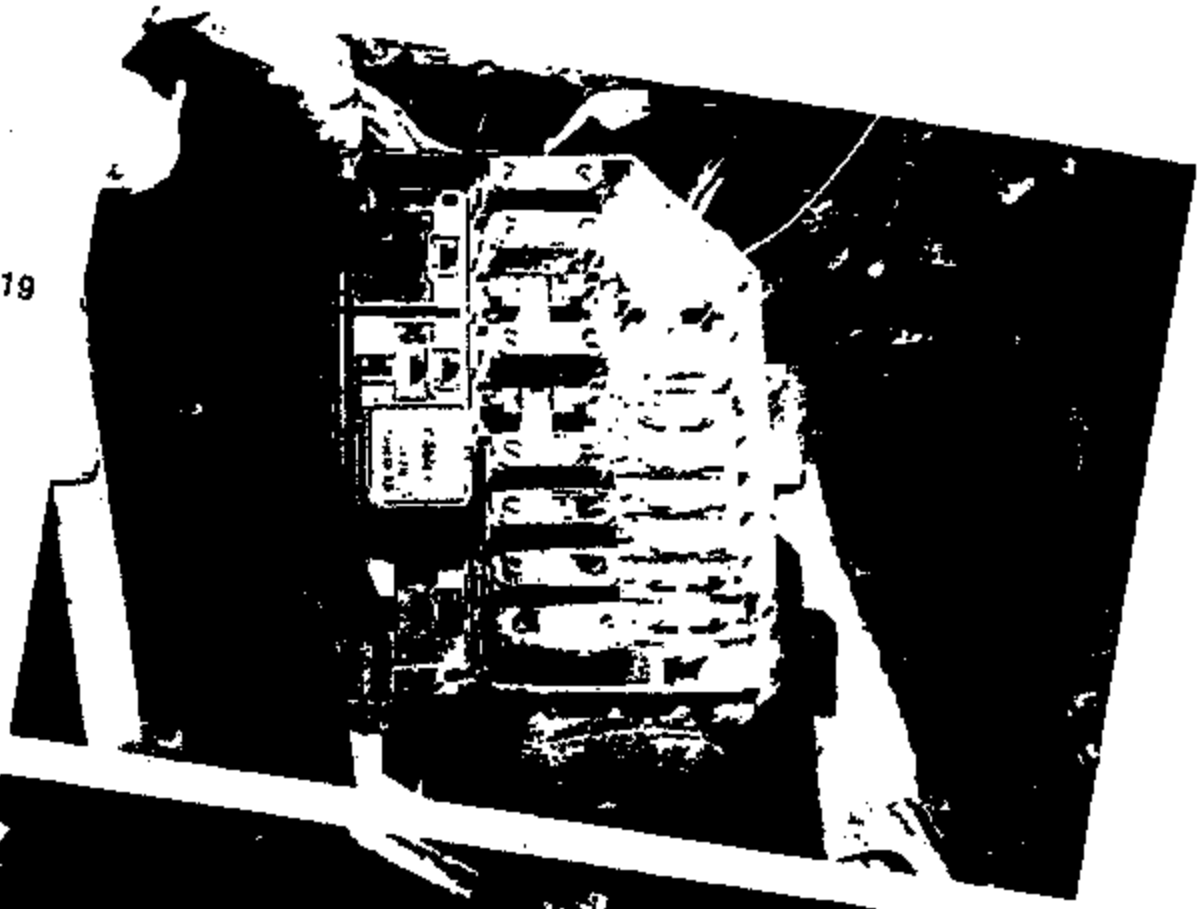
No. 17

No. 18

FIRE

PHOTOGRAPHS

No. 19



No. 20

F. I. R. E.

PHOTOGRAPHS

No. 21

No. 22

ER82-625 29388

F. I. R. E.

PHOTOGRAPHS

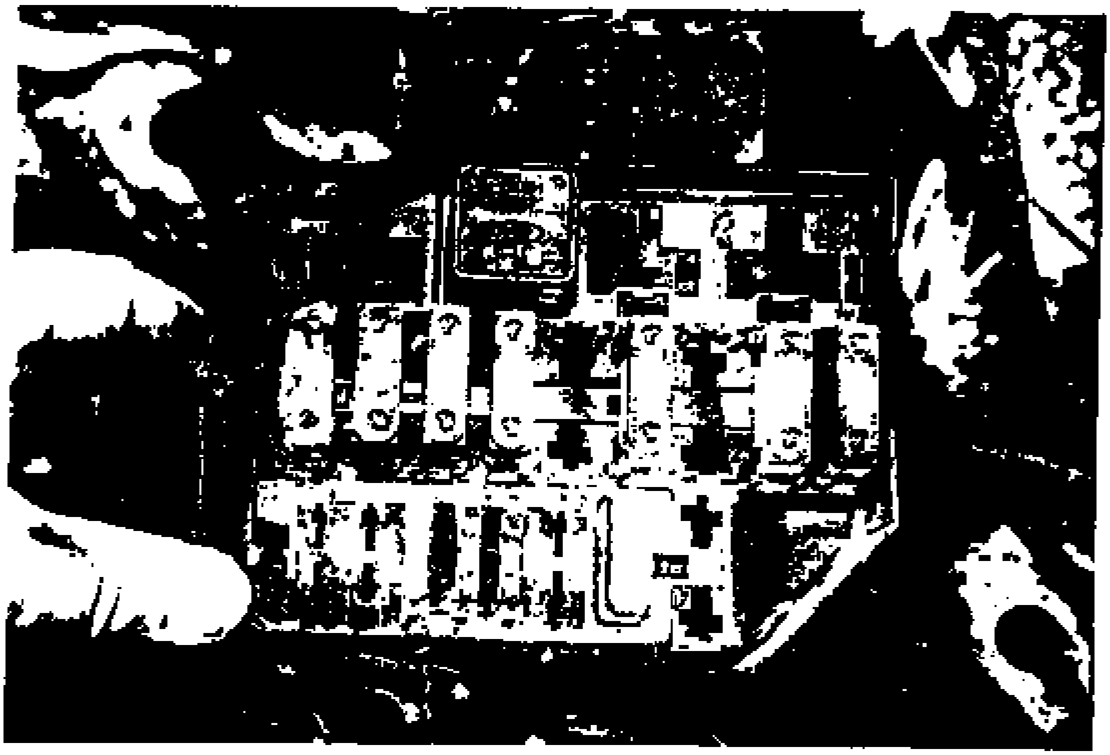
No. 23

No. 24

F.I.R.E

PHOTOGRAPHS

No. 25



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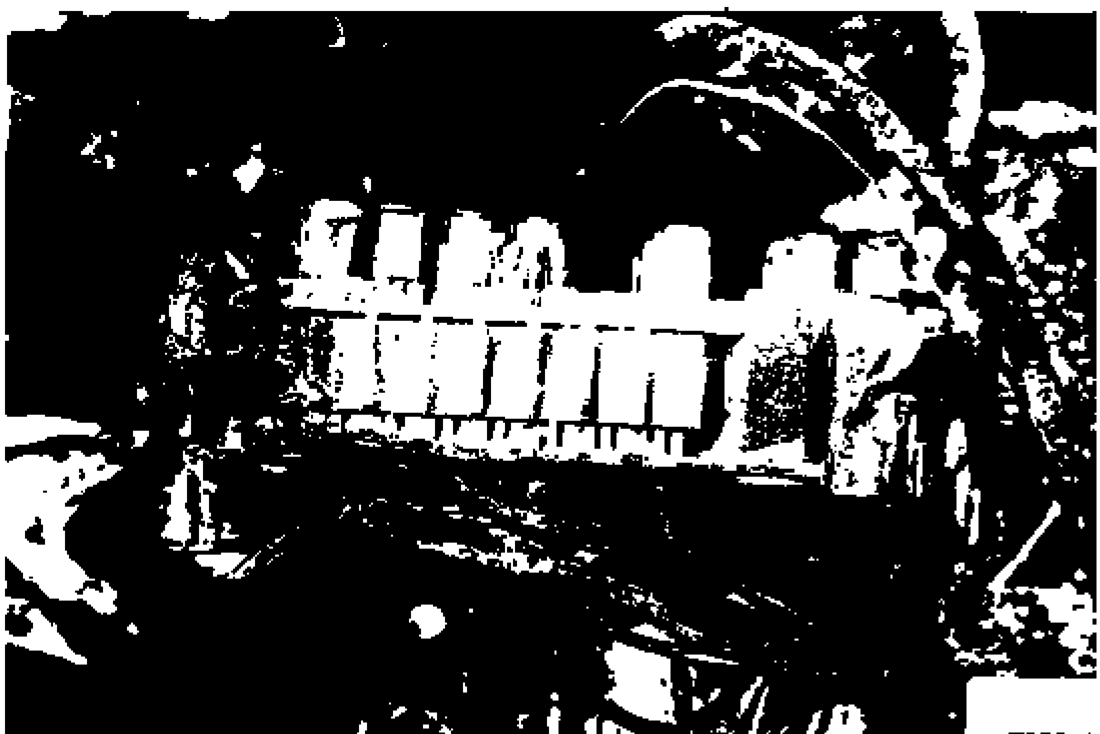
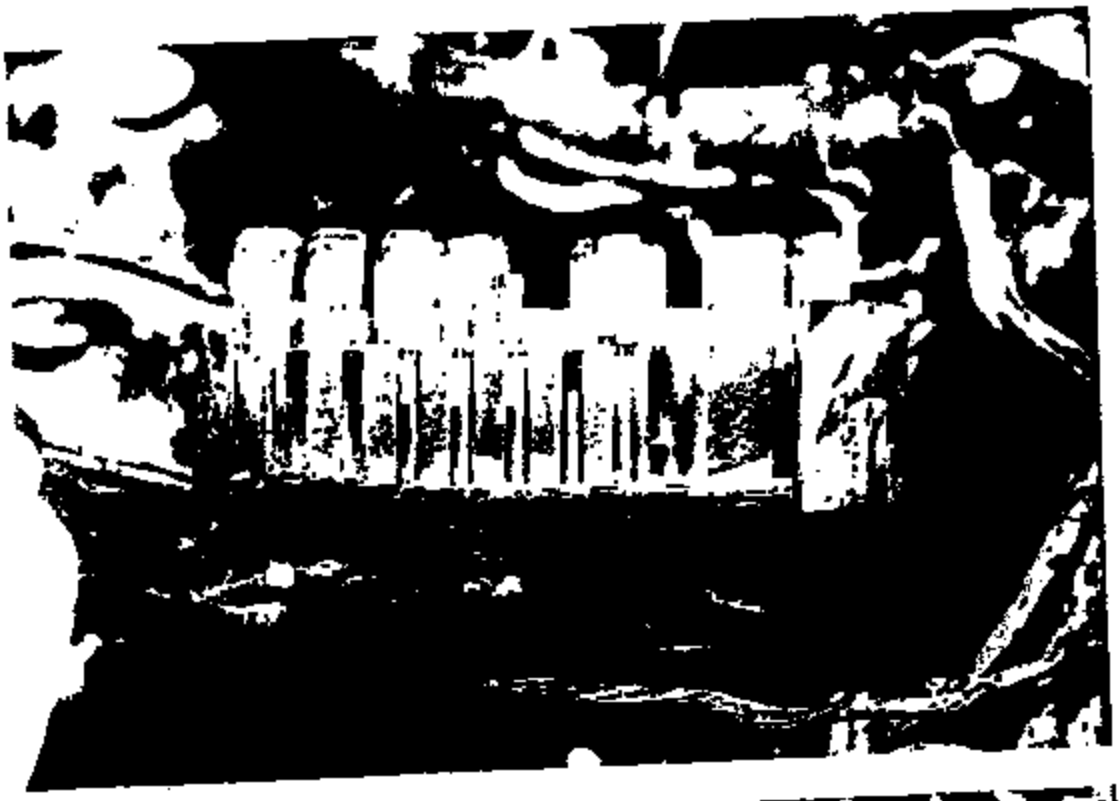


PHOTOGRAPHS

No. 27

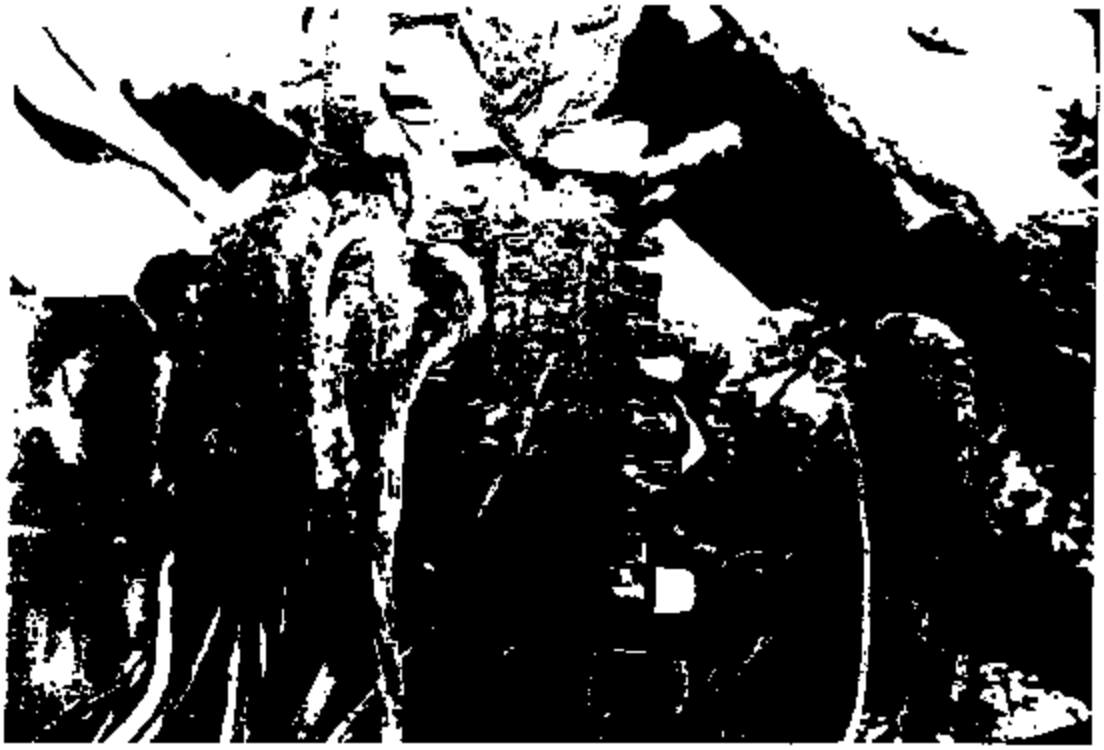


No. 28

F.I.R.E.

PHOTOGRAPHS

No. 29



CAUSE NO. 233520

[redacted] AND

Plaintiffs

v.

FORD MOTOR COMPANY

Defendant

§
§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NUMBER 2

TRAVIS COUNTY, TEXAS

96 DEC -5 PM 1:14

DISTRICT CLERK
TRAVIS COUNTY, TEXAS

11-1-13

ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW [redacted] and [redacted] ("Plaintiffs") and file this Original Petition against Ford Motor Company ("Defendant") and for cause would show the following:

I.
PARTIES

Plaintiffs are individuals residing in the State of Texas.

Defendant is a company duly licensed and doing business in the State of Texas. It may be served through its registered agent for service of process, CT Corporation Systems, 350 North St. Paul Street, Dallas, TX 75201.

II.
BACKGROUND FACTS

On June 10, 1996, Plaintiffs' 1992 Ford Crown Victoria caught fire due to a defect or malfunction causing an overheating condition within the wiring or connections in the electrical distribution box. As a result of this, Plaintiffs sustained $11,026.63 in damages.

III.

DEFECTIVE PRODUCT

At the time of this occurrence, Defendant was engaged in the business of designing, manufacturing and marketing automobiles, including the one made the basis of this claim, for

sale to and for use by members of the general public. Plaintiff would show that the automobile in question (V.I.N. 2FACP73W6NX155863) was defective and unsafe for its intended purposes at the time it left the control of Defendant, in that it was defectively designed and/or manufactured in a manner which made the product unreasonably and inherently dangerous. Plaintiff would further show that the automobile in question was defectively marketed by Defendant in that Defendant failed to adequately warn or instruct consumers, including Plaintiff, of the dangers associated with the product.

IV.
STRICT PRODUCT LIABILITY

Plaintiff invokes the doctrine of strict liability, Section 402A, RESTATEMENT (SECOND) OF TORTS, as adopted by the Supreme Court of Texas. Plaintiff alleges that Defendant is strictly liable for designing, manufacturing and marketing the automobile into the stream of commerce when the product was unreasonably dangerous. The defective design, manufacture and/or marketing of the automobile was the proximate cause of the occurrence and of Plaintiff's damages.

Plaintiff would further show that Defendant is strictly liable to Plaintiff under 402B of the RESTATEMENT (SECOND) OF TORTS for misrepresenting that the product was safe and without defect. These representations were false and involved a material fact concerning the character or quality of the automobile. Plaintiff would show that he relied on these representations and that Defendant's misrepresentations were the proximate cause of the occurrence and of Plaintiff's damages.

V.
NEGLIGENCE

Plaintiff alleges that Defendant was negligent in the design, manufacture and/or

marketing of the automobile, in that Defendant knew, or in the exercise of ordinary care, should have known, that the automobile was defective and unreasonably dangerous to ultimate consumers. Plaintiff would show that Defendant's negligent acts and/or omissions were the proximate cause of the occurrence and of Plaintiff's damages.

VI.
RES IPSA LOQUITUR

In that alternative, Plaintiff would further show that he cannot more specifically allege the specific acts of negligent design and manufacture on the part of Defendant, for the reason that the facts in that regard are peculiarly within the knowledge of Defendant, and in the event Plaintiff is unable to prove specific acts of negligent design and manufacture, Plaintiff relies on the doctrine of *res ipsa loquitur*. In this connection, Plaintiff will show that the design and manufacture of the automobile were within the exclusive control of Defendant. Plaintiff had no means of ascertaining the method or manner in which the automobile was designed or manufactured by Defendant. Plaintiff would show that the product came into his possession in the same condition it was in when it left the control of Defendant. The occurrence causing harm to Plaintiff was one which, in the ordinary course of events, would not have occurred without negligence on the part of Defendant. Plaintiff would show that Defendant' negligent acts and/or omissions were the proximate cause of Plaintiff's damages.

VII.
BREACH OF WARRANTY

Plaintiff further alleges that Defendant expressly and impliedly warranted to the public that the automobile was of merchantable quality and was safe and fit for the purposes intended when used under ordinary conditions and in an ordinary manner. Plaintiff would show that Defendant' breach of these warranties were the proximate cause of the occurrence

and of Plaintiff's damages. TEX. BUS. & COM. CODE Sec. 2.314 - 2.315, Sec. 17.50 (a)(2), (Vernon 1989). Plaintiff would further show that Defendant is liable for all attorney fee's pursuant to §38.001 of the Texas Civil Practice & Remedies Code.

VII.
DECEPTIVE TRADE PRACTICES ACT

Plaintiff would show that Defendant is also liable for violations of the Texas Deceptive Trade Practices and Consumer Protection Act ("DTPA"), including:

A. Representations that the product in question, and its component parts, possessed qualities, characteristics, uses and benefits which they did not possess - [TEX. BUS & COM. CODE §17.46(5), (Vernon 1990)];

B. Representations that the product in question, and its component parts, were merchantable when, in fact, they were not fit for the ordinary purposes for which such products were to be used - [TEX. BUS & COM. CODE §17.46(19), (Vernon 1990)];

C. Failing to disclose information concerning dangers of the automobile known to Defendant, when such failure was intended to induce the consumer to purchase the product - [TEX. BUS & COM. CODE §17.46(22), (Vernon 1990)];

The above acts and/or omissions of Defendant were a proximate cause of the occurrence and of Plaintiff's $11,026.63 damage to his real and personal property.

Pursuant to the common law of Texas and to the various statutes referenced herein, Defendant is liable to Plaintiff for actual and treble damages, interest, court costs, and reasonable attorney fees.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to appear and answer, and that on final trial, Plaintiff have:

1. Judgment against the defendant for a sum in excess of the minimum jurisdictional limits of the Court;

2. Pre-judgment interest and post-judgment interest as provided by law;

3. Costs of suit;

4. Attorney fees;

5. Such other and further relief to which the she may be justly entitled.

Respectfully submitted,

LAW OFFICES OF RICHARD B. GEIGER
1513-C West Sixth Street
Austin, Texas 78703
(512) 320-8844 - Telephone
(512) 320-8854 - Facsimile

By: Rich Geiger (w/permission EP)
Richard B. Geiger
State Bar No. 07791980

Erik Peters
State Bar No. 00791432

ATTORNEY FOR PLAINTIFFS

[redacted]

[redacted]