

EA02-025

FORD 10/27/03

LETTER TO ODI

APPENDIX M

BOOK 8 OF 22

PART A-D

PART B

Court Records

472187

ER02-028 2477A

NVNP510

NAVIS Vehicle Inquiry

04/14/03 14:12:33

VEHICLE ID: 2MRX645201 (WVFPB8888) Vin: 2MKLM7SW5RX645201 Div: 3 Status: 800
Vehicle Line: CFP Convy Deliv: 013194 Orig P-Lvl: 410 Selling Dlr: 26E074
Order Recpt: 121793 ShipTo Stat: Curr P-Lvl: 410 Sale Date: 020294
Orig Sched: 011094 Rls-To Stat: AL Order Dlr/Reg: 26074/26 Demo Dt:
Inv Prep: 122293 Orig Int St: 011294 Orig Rls Dlr: 26074 Deliv Type: M
Prod Date: 011194 Curr Int St: 011294 Rls Dlr P&A: 10127 Sales Prd: 094021
Rls Date: 011194 Dirfin Ext: Warr Start: 020294 Cancel SI: 012694
Memo Consign: P&C Ext: 021094 WarrS-Ind: Sale Status: G
Orig Pltbus: 011194 Advert Ext: -Date- -Dealer- -Region-
Curr Pltbus: 011194 Slsplan SS#: 2855 Shipped: 011494
T/Name: 9 Curr Stock: 011194 26E074 26
Addr: State: AL 1st-Prior:
City: BHM N/A-Rept: 020994 2nd-Prior:
Zip: Warr-Ins-Ind: 3rd-Prior:
V.O.: 1 2 3 4 5 6 7 8
12345234567890123456789012345678901234567890123456789012345678901234
M75RXY 4 ASF10A7537 HM D P3 J3P Q7 3GKHL SR MGT26E074 5 EG
8 9 0 1 2 3 4 5 6
567890123456789012345678901234567890123456789012345678901234567890
GC3H 3 2 W2MEL5 0 2 2 A172A 9WP S ER001
F1=Help F3=Exit F4=Primary Menu F5=Financial Screen F9=Screen #3

OGDB432

VEHICLE ID: 2MRX645201 (MMYPBBBBB) Vin: 2MELM75W5RX645201 Div: 3 Status: 800

Ordering Name: XXXXXXXXXX
Secondary Name:
Ordering FIN: ER001 Selling FIN:
Order-For FIN: Sold-To Fin:
Orig Ord Type: 5

Distr Status: P
Last NAVIS St: 020794
Distr Stat Dt: 013194
Last Activity: 041996
Serialized Dte: 122193
Scheduled Dte: 011094
Mexico Status:

Component Data

Dr Post/Calib: LDF Tire Brand: A4
Main Cntl Lbl: KLA REC:
Engine Tag Cd: EG806AA
Engine Serial:
Driver Airbag: 1PA6360G1011B
Passngt Airbag: 633361172 Axle: GY

F1=Help F3=Exit F4=Primary Menu F5=Financial Screen F6=Screen #1

OGDB432

==>

ENTER CAMPAIGN NBR ==> 94S89 VIN ==> 2MELM75W5RX645201
DEFECT : ADAPTER PLT. BODY STYLE DESC: 4 DR SEDAN LS
RESP DEALER : 338074 BEGINNING MAILED DATE: 94-09-09 YY-MM-DD
RELEASE DESC : NEW ISSUE TOTAL ENDING MAILED DATE : 94-09-09 YY-MM-DD
CAMPAIGN DIV : 6 FLEET CODE: EL001 FLEET MGMT LOC CODE: 0000
LAST NAME : H32535 55 [REDACTED] CRN, IN INITIALS:
STREET ADDR1 : [REDACTED]
ADDR2 : 00000000000000000000000000000000 ST/PRV: AL
CITY : BIRMINGHAM CTRY:
ZIP/POSTAL CODE: [REDACTED] N-A SOURCE: F N-A EFF DATE: 94-06-15 YY-MM-DD

RESP DEALER : BEGINNING MAILED DATE: YY-MM-DD
RELEASE DESC : ENDING MAILED DATE : YY-MM-DD
CAMPAIGN DIV : FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS:
STREET ADDR1 :
ADDR2 : ST/PRV:
CITY : CTRY:
ZIP/POSTAL CODE: N-A SOURCE: N-A EFF DATE: YY-MM-DD
F1-INQUIRY F3=EXIT F4=QUIT F5=G150 F7=FIRST PAGE F8=NEXT PAGE F9=G140
I048-LAST PAGE OGDB432

ENTER CAMPAIGN NUMBER==> 96L12 VIN==> 2MELM75W52K645201 TYPE OF SEARCH: A
MODEL YEAR: 94 DEFECT: PASS AIR BAG BODY STYLE: 4 DR SEDAN LS
NEW STATUS CODE: CAMP DIV : 6
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE : CB
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: IND: MATCH CODE: 4
CURRENT: 1 21 587 ASSIGNED: 96-12-18 SOURCE: PX EXTRACT DATE: 96-12-18
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC
F FORCED COMPLETION 98-01-22 B 98-01-22 OL
M RELEASED FOR MAILING 97-02-10
H AWAITING MAILING 96-11-24

DELETE REASON:

F1-INQUIRY F2-G140 F3-EXIT F5-G130 F7-FIRST F8-NEXT F9-MORE STATUS
F10-ADD STATUS F11-REVISE (ALL DATA FIELD DATES YY-MM-DD)
1037-NO MORE DATA TO DISPLAY

OGDB432

==>

ENTER CAMPAIGN NBR ==> 96L12 VIN ==> 2MELM75W5RX645201
DEPECT : PASS AIR BAG BODY STYLE DESC: 4 DR SEDAN L8
RESP DEALER : 121587 BEGINNING MAILED DATE: 97-03-04 YY-MM-DD
RELEASE DESC : NI PART KIT CODE ENDING MAILED DATE : 97-03-12 YY-MM-DD
CAMPAIGN DIV : 6 FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS: JR
STREET ADDR1 :
ADDR2 : ST/PRV: AL
CITY : GOODWATER CTRY:
ZIP/POSTAL CODE: N-A SOURCE: P N-A EFF DATE: 96-04-30 YY-MM-DD

RESP DEALER : BEGINNING MAILED DATE: YY-MM-DD
RELEASE DESC : ENDING MAILED DATE : YY-MM-DD
CAMPAIGN DIV : FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS:
STREET ADDR1 :
ADDR2 : ST/PRV:
CITY : CTRY:
ZIP/POSTAL CODE: N-A SOURCE: N-A EFF DATE: YY-MM-DD
F1-INQUIRY F3-EXIT F4-QUIT F5-G150 F7-FIRST PAGE F8-NEXT PAGE F9-G140
I048-LAST PAGE OGDB432

ENTER CAMPAIGN NUMBER--> 96L12 VIN--> 2MELM75W5RX64S201 TYPE OF SEARCH: A
MODEL YEAR: DEFECT: PASS AIR BAG BODY STYLE:
NEW STATUS CODE: CAMP DIV :
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE :
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: IND: MATCH CODE:
CURRENT: ASSIGNED: SOURCE: EXTRACT DATE:
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC

DELETE REASON:

F1-INQUIRY F2-G140 F3-EXIT F5-G130 F7-FIRST F8-NEXT F9-MORE STATUS
F10-ADD STATUS F11-REVISE (ALL DATA FIELD DATES YY-MM-DD)
F807-END OF CAMPAIGNS FOR VEHICLE - CURRENT AND HISTORY DATABASES

OGDB432

Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]
Address: [REDACTED] TX [REDACTED]
Country: USA Language: EN
Cell Phone: [REDACTED] Pager: [REDACTED]
Preferred Contact method: [REDACTED] Fax: [REDACTED]
Preferred Contact Time: [REDACTED] Email: [REDACTED]

ENR2-020 2-4783

VN
2MELM75W3RX845201

Year Model
1994 GRAND MARQUIS
No Open Issues

Vehicle List
Sales Type
INDIVIDUAL RTE

Owner Status
Subsequent Owner

Vehicle Info
Oasis
Warranty History

EM82-823 24794

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 2MELMT5W5K564281	Vehicle Line: CPT - GRAND MARQ (DISSEMIN114) [P2-03] Reg Serial No: *
Model Year: 1994	Market Backlist: C/M - L.M. DIVISION DERIVATIVE Body Shell: *
Vehicle Type: C	Drive Cycle: C/D - 2 WEL L/R REAR DRIVE Engine: CYN - R-M 4.0L SOHC EPINA CIVR G-NP
Inv. Dealer: 10127	Body Cab Style: CFA - 4 DOOR SEDAN-4 LITE Transmission: CDE - 4 SPD AUTO TRANS NAAD AODE
	Version/Option: C/AJ - LE VERSION - CAR

BUILD INFORMATION:

Region: NA - 300000000 Plant: AW - ST. THOMAS PLANT BULD
 Country: CAN - 400000000 Prod Date: 11-JAN-1994

SALE INFORMATION:

Region: NA - 300000000 Selling Dealer: 12074 - *
 Country: USA - 300000000 Selling Dlr St/Prov: AL
 Super St/Prov: AL

Arrival Date: 31-JAN-1994 Red Carpet Lease: *
 Sale Date: 02-FEB-1994 Fleet/Batch/Ch. Lease: F
 Warranty Start Date: 02-FEB-1994 Modified Vehicle: *
 Orig Warranty Date: 26-JAN-1994 Recaptured Vehicle: * Vehicle Export Flag: N

VOC/EOC:

1 2 3 4 5 6 7 8 9
 MOVES/4000000 4 REFLECTED 7 IN 0 POINTS OF 1000L ON INVENTORY 2 IN DATE 1 2 3
 1994 0 1 2 ALTA 200 0 1994 24

ENR-020 24700

INSTALLED OPTION INFORMATION:

Air Conditioning	C/S - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating *		GVW Class Code	L
Audio Equip	* - [N/A]	Instrumentation	* - [N/A]
Auto Shift	EGACC - 3.08 FINAL DRIVE RATIO	Mirror(Driver Side)	* - [N/A]
Auto Type	EGJAB - NON-LIMITED SLIP REAR AXLE	Mirror(Passenger Side)	* - [N/A]
Battery Amp Rating	HC	Paint	PNEAR - ELECTRIC CURRENT CC
Brake Code	* - [N/A]	Power Antenna	AE - POWER TELESCOPIC RADIO ANTENNA
Brake Code(Service)	* - [N/A]	Radio	AB - ELECTRONIC AM/FM STEREOCASSETTE
Calibration Code	418GR00A	Sound System	* - [N/A]
Color(Accent)	* - [N/A]	Suspension Axle	
Color(Tint)	800HC -	Tire Brand	AI - MICHELIN
Delivery Type	M	Tire Size	EDGER - P215/70R15 WSW
Driveshaft Code	*	Traction Control	AB - ANTI-SPIN TRACT BRAKES W/O TVD
Front Seat	* - [N/A]	Wheel Size	
Fuel Type	* - [N/A]		

TIRE DOT INFORMATION:

LF:	*	RF:	*
LR:	*	RR:	*
LI:	*	RI:	*
SPARE:	*		

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code	K	Emissions Code	C/S - C/S
ESP Coverage(Miles):	075	Emissions Cert Type	F
ESP Coverage(Thurs):	048	Emissions Regal Suffix	KLA
ESP Plan Year	1995	Engine Family	KFM46V8GAEA
ESP Signature Date	07-JAN-1995		

EPR-025 24785

Standard Claims List For Model Year 1994

VIN	VEH LINE	MYC DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLI CD	TRC CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC CPSC_6	PREF BASE	SUFF OCC CD	CRST (Miles)	
2MELM75W5RX645201	C7P	CM	CFA	CJA	CB	AW	CDK	CVN	11-JAN-1994	02-FEB-1994	326074	USA	7	ST04 NANAANA *	CAMPON *	A99	02 20420	
AWS Claim Key:		3165361	Trx Code:		9489	Labor Hrs:		15										
DL-CL-Sub Ch		00476 *	Name:		FELL CITY FORD LINCOLN-MERCURY, INC.					Ph:	205-3389463	St AL	City Ch		USA Reg Ch	NA	Repair Date: 22-AUG-1994	Dec #0064295
2MELM75W5RX645201	C7P	CM	CFA	CJA	CB	AW	CDK	CVN	11-JAN-1994	02-FEB-1994	326074	USA	7	SA11 976100 *	7003	?	F99 49 20477	
AWS Claim Key:		3165362	Trx Code:		872	Labor Hrs:		2										
DL-CL-Sub Ch		00283 *	Name:		PICKLEBARGER & LEMMON FORD-MERCURY, INC.					Ph:	256-2455271	St AL	City Ch		USA Reg Ch	NA	Repair Date: 23-AUG-1994	Dec #0345266
2MELM75W5RX645201	C7P	CM	CFA	CJA	CB	AW	CDK	CVN	11-JAN-1994	02-FEB-1994	326074	USA	9	ST05 000401	FIVY 3C026	A	B05 13 21307	
AWS Claim Key:		3165331	Trx Code:		884	Labor Hrs:		2.5										
DL-CL-Sub Ch		00283 *	Name:		PICKLEBARGER & LEMMON FORD-MERCURY, INC.					Ph:	256-2455271	St AL	City Ch		USA Reg Ch	NA	Repair Date: 06-OCT-1994	Dec #0511705
2MELM75W5RX645201	C7P	CM	CFA	CJA	CB	AW	CDK	CVN	11-JAN-1994	02-FEB-1994	326074	USA	35	JA05 070100	PCZZ 7902	ARM P44	42 74053	
AWS Claim Key:		1705172	Trx Code:		0700	Labor Hrs:		6.3										
DL-CL-Sub Ch		00484 *	Name:		TALLAPOOSA FORD					Ph:	256-3343432	St AL	City Ch		USA Reg Ch	NA	Repair Date: 19-FEB-1997	Dec #0008261
Oat Comments:		TRANS MAKES RUL BOARD NOISE AND VIBRATION WHEN SHIFTING INTO OD																
Tech Comments:		BLN ESC TEST NO CODES REPAIR AS PER TSB 95 23 4 RAR TRANS REPLACE TRANS TORQUE CONVERTOR SERVICE TRANS CHANGE FILTER AND FLUID																

ENR2-025 24707

Claim Detail Report

Model Year = 1994; Claim Key = 5164361

Vehicle Information

Model Year: 1994

Market Derived: C/M - L-M DIVISION DERIVATIVE

Body/Cab Type: C/FA - 4 DOOR SEDAN-4 LITE

Version/Series: C/AJ-LS VERSION - CAR

Drive Type: C/B-2 WHL L/H REAR DRIVE

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-03]

Warranty Start Date: 02-FEB-1994

Production Date: 11-JAN-1994

VIN: 2MELM75W5RX645201

Dealer Information

Dealer Name PELL CITY FORD LINCOLN-MERCURY

Dealer Code: 00476 - *

Address: 1101 MARTIN STREET NORTH

City: PELL CITY

State: AL Zip Code: 35125

Country: USA Region Code: NA

Phone: (205)946-9463

Claim Information

Document Number: 064295

Repair Date: 22-AUG-1994

Distance: 20420

TIS: 7

Cust. Concern Code: A99 - ADMINISTRATIVE (PARTS RETURN/ETC.)

Condition Code: 02 - BENT/BUCKLED/KINKED

Technician Comment:

Customer Comment:

Labor Op Code Labor Op Description

94S89B REPLACE

2002-02-24 24766

Causal	Full Part Number	Part	Part
Flag	<u>PREF BASE SUFF</u>	<u>Description</u>	<u>CPSC</u> <u>Quantity</u>
N	ESTZ 2248 AR	BOLT RR BRK BACK PLA NANANA	1

EP02-025 24789

Claim Detail Report

Model Year = 1994; Claim Key = 5164360

Vehicle Information

Model Year: 1994

Market Derived: C/M - L-M DIVISION DERIVATIVE

Body/Cab Type: C/FA - 4 DOOR SEDAN-4 LITE

Version/Series: C/AJ-LS VERSION - CAR

Drive Type: C/B-2 WHL L/H REAR DRIVE

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-03]

Warranty Start Date: 02-FEB-1994

Production Date: 11-JAN-1994

VIN: 2MELM75W5RX645201

Dealer Information

Dealer Name PICKLESIMER & LIMBAUGH FORD-ME

Dealer Code: 00293 - *

Address: 42490 US HIGHWAY 280

City: SYLACAUGA

State: AL Zip Code: 35150

Country: USA Region Code: NA

Phone: (256)527-5271

Claim Information

Document Number: 245266

Repair Date: 25-AUG-1994

Distance: 20477

TIS: 7

Cost. Concern Code: P59 - OTHER AUTOMATIC TRANSMISSION TROUBLES

Condition Code: 49 - CONTAMINATED/FOREIGN

Technician Comment:

Customer Comment:

Labor Op Code Labor Op Description

940217A REPLACE

Causal	Full Part Number	Part	Part
Flag	PREF BASE SUFF	Description	CPSC Quantity
Y	* 7003 *	TRANS ASY-LESS CNVTR	070100 0
N	F2VY 7A098 A	SCREEN ASY - OIL PAN	NANANA 1
N	* OSP *	OUTSIDE PART	070100 12

E902-025 24701

Claim Detail Report

Model Year = 1994; Claim Key = 5744231

Vehicle Information

Model Year: 1994

Market Derived: C/M - L-M DIVISION DERIVATIVE

Body/Cab Type: C/FA - 4 DOOR SEDAN-4 LITE

Version/Series: C/AJ-LS VERSION - CAR

Drive Type: C/B-2 WHL L/H REAR DRIVE

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-03]

Warranty Start Date: 02-FEB-1994

Production Date: 11-JAN-1994

VIN: 2MELM75W5RX645201

Claim Information

Document Number: 511703

Repair Date: 06-OCT-1994

Distance: 21307

TIS: 9

Dealer Information

Dealer Name: PICKLESIMER & LIMBAUGH FORD-ME

Dealer Code: 00293 - *

Address: 42490 US HIGHWAY 280

City: SYLACAUGA

State: AL Zip Code: 35150

Country: USA Region Code: NA

Phone: (256)527-5271

Cost. Concern Code: H05 - EXCESSIVE BRAKE PEDAL EFFORT REQUIRED

Condition Code: 13 - OUT OF ROUND

Technician Comment:

Customer Comment:

ENR02-025 26782

Labor Op Code**Labor Op Description**

2001AF BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC REMOVE AND INSTALL OR REPLACE
2001A11T DISC BRAKE ROTOR - FRONT MACHINE
2026BT DISC BRAKE ROTOR - REAR REPLACE

Causal	Fail Part Number	Part	Part
Flag	PREF BASE SUFF	Description	CPSC Quantity
Y	F1VY 2C026 A	ROTOR-RR WHL DISC BK 060401	2
N	F3AZ 19579 SA	ENGINE OIL	000000 1

ENR-025 24763

Claim Detail Report

Model Year = 1994; Claim Key = 17695729

Vehicle Information

Model Year: 1994

Market Derived: C/M - L-M DIVISION DERIVATIVE

Body/Cab Type: C/FA - 4 DOOR SEDAN-4 LITE

Version/Series: C/AJ-LS VERSION - CAR

Drive Type: C/B-2 WHL L/H REAR DRIVE

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-03]

Warranty Start Date: 02-FEB-1994

Production Date: 11-JAN-1994

VIN: 2MELM75W5RX645201

Dealer Information

Dealer Name TALLAPOOSA FORD

Dealer Code: 00488 - *

Address: 1551 HIGHWAY 280

City: ALEXANDER CITY

State: AL Zip Code: 35010

Country: USA Region Code: NA

Phone: (256)343-3432

Claim Information

Document Number: 0088261

Repair Date: 19-FEB-1997

Distance: 74883

TIS: 38

Cust. Concern Code: P66 - SHIFTS ROUGH OR JERKY WHILE DRIVING

Condition Code: 42 - DOES NOT OPERATE PROPERLY

Technician Comment: RUN EEC TEST NO CODES REPAIR AS PER TSB 95 23 4 R&R TRANS REPLACE TRANS TORQUE CONVERTOR
SERVICE TRANS CHANGE FILTER AND FLUID

Customer Comment: TRANS MAKES RUB BOARD NOISE AND VIBRATION WHEN SHIFTING INTO OD

2762-825 24754

Labor Op CodeLabor Op Description

7000F ELECTRONIC TRANSMISSION DIAGNOSIS DIAGNOSIS
952304I REPLACE

Causal	Full Part Number	Part	Part
Flag	PREF BASE SUFF	Description	CPSC Quantity
Y	F6ZZ 7902 ARM	CONVERTER ASY	070100 1
N	XT 2 QDX	MOTORCRAFT BATTERY	NANANA 11
N	F2VY 7A098 A	SCREEN ASY - OIL PAN	NANANA 1
N	F2VY 7A191 A	GASKET OIL PAN	NANANA 1

E902-020 24705

OASIS RESULT:04/14/2003
14:58:24**1ELM75W5RX645201**

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VEHICLE INFORMATIONVEHICLE DESCRIPTION
1994 GRAND MARQUIS
TRANSMISSION
4 SPD OD AODEBODY STYLE
4 DR SEDAN LS
AXLE CODE
GYENGINE
4.8L SOHC (ROMEO)
ENGINE CALIBRATION
418GR00A**GENERAL WARRANTY INFORMATION**WARRANTY START DATE
02/02/1994BUILD DATE
01/11/1994

SALE MILEAGE

WARNING MESSAGES

LESS THAN TWO DEALER APPROVED AWA REPAIR VISITS PAID TO DATE

FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

0710 - EXPIRED

STANDARD DEDUCTIBLE: 60 USD

OWNER NAME: [REDACTED]

OPTIONS:

EXPIRATION DATE: 02/02/1998

DISTANCE: 75,000

RENTAL: 25 UP TO 5 DAYS

TOWING: 45 USD

CONTRACT SOLD BY: USA 00293

ESP CONTRACT START DATE: 02/02/1994

REPAIR HISTORY

NO REPAIR HISTORY ON VEHICLE

END OF OASIS REPORT FOR 2MELM75W5RX645201

E082-025 24796

VEHICLE DETAIL

VIN: 2MELM75W5RX645201	Engine: R-M 4.6L SOHC EFI NA CIV6 G-MP
Make: MERCURY	Transmission: 4 SPD AUTO TRANS NAAG ACDE A
Model: GRAND MARQUIS	Paint Code/Color: ELECTRIC CURRANT C/C
Year: 1994	Calibration: 418GR00A
Fry Load:	Max Towing Weight:
GVWR: 00000	Axis Ratio:
WheelBase: Y	Warranty Start Date: 2/2/1994
GCWR:	Vehicle Build Date: 1/11/1994
PEP Code: 172A	

Selling Dealers Name: CHAMPION MOTORS INC

Selling Dealers P & A Code: 10127

Selling Dealers Sales Code: L20074

Selling Dealers Main Phone: 205-833-0012 Selling Dealers Service Phone: 205-833-0012

Vehicle Order Image

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1 2 3 4 5 6 7 8 9 10 1 2 3 4 5 6 7 8 9 20 1 2 3 4 5 6 7 8 9 30 1 2 3 4 5 6 7 8 9 40 1 2 3 4 5 6 7 8 9 50
M75RX64520 1Y 4 A5F10A7537 HM D P3 J3P
1 2 3 4 5 6 7 8 9 80 1 2 3 4 5 6 7 8 9 70 1 2 3 4 5 6 7 8 9 60 1 2 3 4 5 6 7 8 9 50 1 2 3 4 5 6 7 8 9 40
Q7 3GKHL SR MGT2 6 E074 5 EG GC3 H 3 2 W2
1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
MEL6 0 2 2 A172A 9 WP 8 ER00
1 2 3 4 5 6 7 8 9 160
1

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ER02-025 24757

CAUSE NO. C-2556-02-E

	§	IN THE DISTRICT COURT
Plaintiffs	§	
	§	
and	§	
	§	
ALLSTATE INSURANCE COMPANY	§	
Intervenor	§	
	§	
VS.	§	HIDALGO COUNTY, Texas
	§	
FORD MOTOR COMPANY, TEXAS	§	
INSTRUMENTS, INC., E. I. DUPONT DE	§	
NEMOURS AND COMPANY AND M & T	§	
MOTORS, INC.	§	
Defendants	§	275TH JUDICIAL DISTRICT

**INTERVENOR ALLSTATE INSURANCE COMPANY'S
SECOND AMENDED PETITION IN INTERVENTION**

Intervenor, Allstate Insurance Company, files this Second Amended Petition in Intervention as a Party-Plaintiff.

DISCOVERY

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiff gave to the Court and all parties concerned that discovery in the above matter will be conducted under Level 3 of this Rule.

THE PARTIES

2. Plaintiffs are residents of Hidalgo County, Texas.
3. Intervenor Allstate Insurance Company is a foreign corporation duly formed and existing under the laws of the state of Illinois, and was at all material times doing business in the State of Texas. Intervenor's principal place of business is 3075 Sanders Road, Suite H1A, Northbrook, Illinois, 60062-7161.

INTERVENOR ALLSTATE INSURANCE COMPANY'S SECOND AMENDED PETITION IN INTERVENTION --
Page 1.

4. Defendant, Ford Motor Company, is a Delaware Corporation doing with its principal place of business in Michigan. Intervenor will serve a copy of this Second Amended Petition in Intervention to counsel of record, Alison Kennamer, Rodriguez, Colvin & Chaney, 1201 East Van Buren, P. O. Box 2155, Brownsville, Texas 78522.

5. Defendant, Texas Instruments, Inc., is doing business in Texas. Intervenor will serve a copy of this Petition in Intervention to counsel of record, Micaela Alvarez, Hole & Alvarez, L.L.P., Water Rower Centre, 612 Nolana, Suite 370, McAllen, Texas 78504.

6. Defendant, E. I. Du Pont De Nemours and Company is a Delaware corporation doing business in Texas. Intervenor will serve a copy of this Petition in Intervention to counsel of record, Dana S. Speer, Schirmer & Associates, LLP, 711 Louisiana, Suite 2150, Houston, Texas 77002.

7. Defendant, M & T Motors, Inc. and/or M & T Motors, based upon information and belief, is a Texas corporation with its principal place of business located in McAllen, Texas and may be served with process by certified mail, return receipt requested, by serving its registered agent, Knox Jones, 817 Pecan, McAllen, 78501.

JURISDICTION AND VENUE

8. The court has jurisdiction over Defendant Ford Motor Company because Ford Motor Company, a non-resident, has done business in and has continuing contacts with Texas and is amenable to service by a Texas court.

9. The court has jurisdiction over Defendant Texas Instruments, Inc. because Texas Instruments, Inc. has done business in and has continuing contacts with Texas and is amenable to service by a Texas court.

10. The court has jurisdiction over Defendant E. I. DuPont De Nemours and Company because E. I. DuPont De Nemours and Company, a non-resident, has done business in and has continuing contacts with Texas and is amenable to service by a Texas court.

11. The court has jurisdiction over Defendant M & T Motors, Inc. because M & T Motors, Inc. has done business in and has continuing contacts with Texas and is amenable to service by a Texas court.

12. The court has jurisdiction over the controversy because, as a proximate results of the actions and/or omissions of the Defendants, Plaintiffs/Intervenor incurred damages in excess of the minimum jurisdictional limits of this court. The damages suffered include, but are not limited to, the destruction of Plaintiffs' real and personal property.

13. Venue is proper in Hidalgo County, Texas because all or a substantial part of the events or omissions occurred in this county. TEX.CIV.PRAC.&REM.CODE §15.002(a)(1).

THE ORIGINAL LAWSUIT

14. Intervenor adopts the facts alleged in Plaintiffs' Original Petition and incorporates them herein by reference, including, but not limited to the following:

15. At all times material hereto, Intervenor, Allstate Insurance Company carried a homeowners insurance policy for the Plaintiffs, [REDACTED] pursuant to the property insurance contract entered into between Allstate Insurance Company and Ramon and Sandra Gonzalez.

16. On or about 1998, Plaintiffs purchased a 1994 Grand Marquis manufactured and designed by Ford and equipped with a defective speed control deactivation switch and seals designed, manufactured, and marketed by Texas Instruments which utilized components manu-

factured by Du Pont known as "KAPTON". On or about October 29, 2002 a fire, which originated in the subject 1994 Grand Marquis while the vehicle was parked on or near their garage, caused considerable property loss.

INTERVENOR'S CAUSES OF ACTION

17. A party may intervene as a plaintiff if it is asserting a claim which arises from the same transaction or occurrence and has a common question of law or fact with the original claim. TEX.R.CIV.P. §40; See *Guaranty Fed. Sav. Bank v. Horseshoe Operating Co.*, 793 S.W.2d 652, 657 (Tex. 1990); *E & B Carpet Mills v. State*, 776 S.W.2d 286, 290 (Tex.App. - Austin 1989, writ dismissed). Intervenor is a real party-in-interest pursuant to its subrogation rights under Texas law and under the insurance contract between Intervenor and the Plaintiffs.

CAUSES OF ACTION AGAINST FORD MOTOR COMPANY PRODUCT LIABILITY

18. For its first cause of action against Defendant Ford Motor Company, Intervenor incorporates by reference the previous paragraphs as if fully set forth herein.

19. The subject Grand Marquis was marketed, distributed, and/or sold by Defendant Ford Motor Company in an unreasonably dangerous and defective condition, thus introducing said motor vehicle into the stream of commerce, thereby making Ford Motor Company strictly liable to the Gonzalez' for the marketing, distribution, and/or sale of an unreasonably dangerous and defective product, which directly and proximately caused property damage to Plaintiffs. This vehicle was defective and unreasonably dangerous at the time it left the Defendant's custody and control.

20. At the time of the fire, the subject automobile was being used in a manner for which it was designed, manufactured, assembled, and sold.

21. Defendant Ford Motor Company's distribution and/or sale of the automobile caused defective, unsafe, and unreasonably dangerous conditions which were the producing and proximate cause of the damages sustained by Plaintiffs/Intervenor, which damages are in excess of the minimum jurisdictional limits of this court.

NEGLIGENCE

22. For its second cause of action against Defendant Ford Motor Company, Intervenor incorporates by reference the previous paragraphs as if fully set forth herein and would further show the court the following:

23. Plaintiffs/Intervenor's damages were caused by the negligent acts and omissions of Defendant Ford Motor Company, its agents, servants, and employees, which include but are not limited to:

- a) Failing to properly inspect the subject automobile, which inspection would have revealed the defective condition;
- b) Failing to properly test the subject automobile and its components;
- c) Distributing, marketing, and selling a defective and unreasonably dangerous product which Defendant knew or should have known created an unreasonable risk of harm to the property of the Plaintiffs;
- d) Failing to warn Plaintiffs/Intervenor of the defective condition which Defendant Ford Motor Company knew or should have known created an unreasonable risk of harm to the property of Plaintiffs;
- e) Otherwise failing to use due care under the circumstances; and
- f) For the reasons stated in Plaintiffs' Original Petition.

24. Each of the above-referenced acts and omissions, singularly or in combination with others, constituted negligence, which proximately caused the damages suffered by Plaintiffs, which damages are in excess of the minimum jurisdictional limits of this court.

NEGLIGENCE UNDER THE DOCTRINE OF *RES IPSA LOQUITUR*

25. For its third cause of action, Intervenor restates and realleges the previous paragraphs as if fully set forth verbatim, and would further show unto the Court the following:

26. In addition to the specific acts and omissions enumerated above, Intervenor alleges that Defendant is liable for negligence pursuant to the doctrine of *res ipsa loquitur*. The negligent inspection, testing, construction, installation, marketing and distribution of the subject automobile was an instrumentality within the exclusive direction and control of the Defendant and precipitated the damages sustained by Plaintiffs that was discovered on or about November 23, 2001. The damage sustained by Plaintiff was the kind of incident that would not ordinarily occur in the absence of someone's negligence.

27. Intervenor did not commit any act which in any way contributed to the damage suffered by Plaintiffs/Intervenor. Thus, under the doctrine of *res ipsa loquitur*, Defendant is liable to Plaintiffs/Intervenor for damages in excess of the minimum jurisdictional limits of this court.

CAUSES OF ACTION AGAINST TEXAS INSTRUMENTS, INC.
PRODUCT LIABILITY

28. For its first cause of action against Defendant Texas Instruments, Inc., Intervenor incorporates by reference the previous paragraphs as if fully set forth herein.

29. The subject cruise control brake deactivator switch and/or related components was marketed, distributed, and/or sold by Defendant Texas Instruments, Inc. in an unreasonably dangerous and defective manner, thus introducing said cruise control brake deactivator

switch and/or related components into the stream of commerce, thereby making Texas Instruments, Inc. strictly liable to the [REDACTED] for the marketing, distribution, and/or sale of an unreasonably dangerous and defective product, which directly and proximately caused property damage to Plaintiffs. This cruise control brake deactivator switch and/or related components was defective and unreasonably dangerous at the time it left the Defendant's custody and control.

30. At the time of the fire, the subject cruise control brake deactivator switch and/or related components was being used in a manner for which it was designed, manufactured, assembled, and sold.

31. Defendant Texas Instruments, Inc.'s distribution and/or sale of the cruise control brake deactivator switch and/or related components caused defective, unsafe, and unreasonably dangerous conditions which were the producing and proximate cause of the damages sustained by Plaintiffs/Intervenor, which damages are in excess of the minimum jurisdictional limits of this court.

NEGLIGENCE

32. For its second cause of action against Defendant Texas Instruments, Inc., Intervenor incorporates by reference the previous paragraphs as if fully set forth herein and would further show the court the following:

33. Plaintiffs/Intervenor's damages were caused by the negligent acts and omissions of Defendant Texas Instruments, Inc., its agents, servants, and employees, which include but are not limited to:

- a) Failing to properly inspect the subject cruise control brake deactivator switch and/or related components, which inspection would have revealed the defective condition;
- b) Failing to properly test the subject cruise control brake deactivator switch and/or related components;
- c) Distributing, marketing, and selling a defective and unreasonably dangerous product which Defendant knew or should have known created an unreasonable risk of harm to the property of the Plaintiffs;
- d) Failing to warn Plaintiffs/Intervenor of the defective condition which Defendant Texas Instruments, Inc. knew or should have known created an unreasonable risk of harm to the property of Plaintiffs;
- e) Otherwise failing to use due care under the circumstances; and
- f) For the reasons stated in Plaintiffs' Original Petition.

34. Each of the above-referenced acts and omissions, singularly or in combination with others, constituted negligence, which proximately caused the damages suffered by Plaintiffs, which damages are in excess of the minimum jurisdictional limits of this court.

CAUSES OF ACTION AGAINST E. I. DUPONT DE NEMOURS AND COMPANY
PRODUCT LIABILITY

35. For its first cause of action against Defendant E. I. Dupont De Nemours and Company, Intervenor incorporates by reference the previous paragraphs as if fully set forth herein.

36. The KAPTON, seals, and/or components related to the subject cruise control brake deactivator switch were marketed, distributed, and/or sold by Defendant E. I. Dupont De Nemours and Company in an unreasonably dangerous and defective manner, thus introducing said seals into the stream of commerce, thereby making Dupont de Nemours and Company strictly liable to the [REDACTED] for the marketing, distribution and/or sale of an unreason-

bly dangerous and defective product, which directly and proximately caused damage to Plaintiffs/Intervenor. These seals and/or related components were defective and unreasonably dangerous at the time they left the Defendant's custody and control.

37. At the time of the fire, the subject seals and/or components related to the cruise control brake deactivator switch were being used in a manner for which they were designed, manufactured, assembled and sold.

38. Defendant E. I. DuPont de Nemours and Company's distribution and/or sale of the seals and/or components related to the cruise control brake deactivator switch caused defective, unsafe, and unreasonably dangerous conditions which were the producing and proximate cause of the damages sustained by Plaintiffs/Intervenor, which damages are in excess of the minimum jurisdictional limits of this Court.

NEGLIGENCE

39. For its second cause of action against Defendant E. I. DuPont De Nemours and Company, Intervenor incorporates by reference the previous paragraphs as if fully set forth herein and would further show the court the following:

40. Plaintiffs/Intervenor's damages were caused by the negligent acts and omissions of Defendant E. I. DuPont De Nemours and Company, its agents, servants, and employees, which include but are not limited to:

- a) Failing to properly inspect the KAPTON, seals and/or components related to the subject cruise control brake deactivator switch, which inspection would have revealed the defective condition;
- b) Failing to properly test the KAPTON, seals and/or components related to the subject cruise control brake deactivator switch;

- c) Distributing, marketing, and selling a defective and unreasonably dangerous product which Defendant knew or should have known created an unreasonable risk of harm to the property of the Plaintiffs;
- d) Failing to warn Plaintiffs/Intervenor of the defective condition which Defendant E. I. DuPont De Nemours and Company knew or should have known created an unreasonable risk of harm to the property of Plaintiffs;
- e) Otherwise failing to use due care under the circumstances; and
- f) For the reasons stated in Plaintiffs' Original Petition.

41. Each of the above-referenced acts and omissions, singularly or in combination with others, constituted negligence, which proximately caused the damages suffered by Plaintiffs, which damages are in excess of the minimum jurisdictional limits of this court.

CAUSES OF ACTION AGAINST M & T MOTORS, INC.
NEGLIGENCE

42. For its first cause of action against Defendant M & T Motors, Inc., Intervenor incorporates by reference the previous paragraphs as if fully set forth herein.

43. Plaintiffs/Intervenor's damages were caused by the negligent acts and omissions of Defendant M & T Motors, Inc., its agents, servants, and employees, which include but are not limited to:

- a) Failing to properly inspect the subject automobile, cruise control brake deactivator switch, seals and/or related components, which inspection would have revealed the defective condition;
- b) Failing to properly test the subject automobile, cruise control brake deactivator switch, seals and/or related components;
- c) Distributing, marketing, and selling a defective and unreasonably dangerous product which Defendant knew or should have known created an unreasonable risk of harm to the property of the Plaintiffs;

- d) Failing to warn Plaintiffs/Intervenor of the defective condition which Defendant M & T Motors, Inc. knew or should have known created an unreasonable risk of harm to the property of Plaintiffs;
- e) Otherwise failing to use due care under the circumstances; and
- f) For the reasons stated in Plaintiffs' Original Petition.

44. Each of the above-referenced acts and omissions, singularly or in combination with others, constituted negligence, which proximately caused the damages suffered by Plaintiffs, which damages are in excess of the minimum jurisdictional limits of this court.

FOR THE COURT ONLY
NOT TO BE READ TO THE JURY

45. This action is, in whole or in part, a subrogation action filed by Allstate Insurance Company, who issued a property insurance policy to Plaintiff. Pursuant to the insurance policy, Allstate Insurance Company paid Plaintiffs for insured damages arising out of the fire at the premises. The above insurance company is subrogated to the rights of the Plaintiffs to the extent of its payment, which is within the minimum jurisdictional limits of this court.

JURY DEMAND

46. Intervenor respectfully requests this Court empanel a lawful jury to hear this case.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Intervenor requests that Defendants be summoned to appear and to answer herein and that upon final hearing, the Court enter judgment in favor of Intervenor and against Defendants in an amount in excess of the jurisdictional limits of this court, with pre and post judgment interest at the highest rate allowed by law, court costs and for such other and further relief, general or special, at law or in equity, to which Intervenor may show itself to be justly entitled.

Respectfully submitted,

COZEN O'CONNOR

PAUL A. GRINKE

State Bar No. 24032255

2300 Bank One Center

1717 Main Street

Dallas, Texas 75201

Phone: (214) 462-3000

Fax: (866) 297-8473

ATTORNEYS FOR INTERVENOR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing document has been forwarded to all counsel of record on this 5 day of June, 2003 as follows:

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1018 Preston road, 4th Floor

Houston, Texas 77002

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and

Roberto Jackson, Jr.

Attorney at Law

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☐ Regular U.S. Mail


PAUL A. GRINKE

DALLAS(109234) 130676.000

Defendant, M & T Motors, Inc. and/or M & T Motors, based upon information and belief, is a Texas corporation with its principal place of business located in McAllen, Texas and may be served with process by certified mail, return receipt requested, by serving its registered agent, Knox Jones, 817 Pecan, McAllen, Texas 78501.

Venue is proper in Hidalgo County, Texas because all or part of the conduct complained of herein took place in Hidalgo County, Texas, and because Defendant M & T Motors does business in Hidalgo County.

2. DISCOVERY CONTROL PLAN

This case is being prepared for trial under a Level 3 discovery control plan.

3. FACTS and BACKGROUND

On or about 1998 Plaintiffs purchased a 1994 Grand Marquis manufactured and designed by Ford and equipped with a defective speed control deactivation switch designed, manufactured and marketed by Texas Instruments which utilized components manufactured by Du Pont known as "KAPTON". On or about October 20, 2002 a fire, which originated in the speed control switch while the vehicle was parked on or near their garage, caused considerable property loss.

4. NEGLIGENCE

The Defendants were negligent in one or more of the following particulars and such negligence was a proximate cause of Plaintiffs' damages:

As to Defendant, MAT:

- a. In failing to perform a Ford mandated safety recall on the vehicle before selling it to the Plaintiffs.
- b. In failing to notify Plaintiffs of the defective condition of their car when Defendant knew or should have known of such condition;
- c. In failing to timely remedy the defective condition;

- d. In failing to remedy the defective condition when the automobile was presented to an authorized Ford dealer for service;
- e. In failing to timely or properly notify Plaintiffs to present their vehicle for service at an authorized Ford dealer;
- f. In failing to monitor the Defendants' customer list to identify, locate and notify customers, such as Plaintiffs, who own defective vehicles;
- g. In failing to advise Plaintiffs not to park the automobile in a garage, carport, or other place capable of catching fire; and
- h. In other respects as may be shown at trial.

As to Defendants, Ford, TI and DP:

- a. In failing to timely and properly notify Plaintiffs of the defective condition of their vehicles;
- b. In failing to remedy the defective condition;
- c. In failing to advise authorized Ford dealerships to remedy the defective condition;
- d. In failing to properly monitor and locate vehicle registrations to identify and locate customers, such as Plaintiffs, who own defective vehicles;
- e. In failing to advise Plaintiffs not to park the automobile in a garage, carport or other place capable of catching fire;
- f. In manufacturing and distributing Plaintiffs' vehicles without correcting defects;
- g. In failing to adequately investigate fires occurring in the subject vehicle line which included a similar cause and origin of the fires in question;
- h. In failing to institute a timely or effective vehicle recall campaign;
- i. By negligently designing the electrical circuit which controls the vehicles' cruise control;
- j. By designing an electrical circuit that supplies continuous electrical power to the speed control switch when the vehicle is parked, not running with the ignition key off, thereby providing an ignition source for the fire;
- k. By failing to provide adequate engineering design specifications to TI and/or DP concerning the number of cycles the speed control deactivation switch would encounter over the subject vehicles' foreseeable life. Additionally, Ford failed to consider or provide switch cycle data created by the vehicles' anti-lock brake, suspension leveling and traction control systems;
- l. By failing to provide adequate engineering design specifications to TI;
- m. By failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;
- n. By instituting an unreasonable date of production to achieve "Job One";
- o. In failing to adequately manufacture, investigate, engineer and/or test the speed control switch prior to distribution to Ford for inclusion into the

- subject vehicles;
- p. In failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch;
 - q. In failing to test the speed control switch prior to distribution based on foreseeable electrical, thermal, cyclical, and environmental conditions the switch would encounter during the expected life of the vehicle and/or speed control switch;
 - r. In failing to consider previous failure and/or engineering problems associated with the use of "KAPTON," in similar hydraulic pressure switches where chemical attack, mechanical forces, and/or manufacturing processes were suspected but not considered during the design, manufacture and/or marketing of the speed control deactivation switch installed on Plaintiffs' vehicles;
 - s. In failing to advise Ford and/or DP and/or the Plaintiffs that "KAPTON," failures had occurred in other similarly designed pressure switches;
 - t. In supplying and/or distributing defective components for installation in vehicles such as Plaintiffs without correcting such defects;
 - u. By failing to design and manufacture the switch with electrical components which would not corrode and cause an electrical short and fire; and
 - v. In such other respects as may be shown by the discovery or at trial.

6. GROSS NEGLIGENCE

The Plaintiffs' resulting damages, injuries and losses were caused by the gross negligence, fraud and malice of the Defendants. The conduct of Defendants M&T, Ford and TI constitutes gross negligence, fraud and malice as those terms are understood under Texas law and as defined by Section 41.001 Tex. Civ. Proc. and Rem. Code, in that it constituted a conscious indifference to the rights and welfare of persons affected by it. The Defendants' fraud and deceit will, in one way, be shown by M&T's, Ford's and TI's spoliation of evidence that has been uncovered during the course of this lawsuit. As a result, Plaintiffs seek to recover exemplary damages from Defendants, M&T, Ford and TI as a result of their gross negligence, fraud, deceit and malice. Plaintiffs intend to show that the factors the jury may consider in determining the amount of exemplary damages which should be awarded include:

1. the nature of the wrong committed by M&T, Ford and TI;

2. the character of M&T's, Ford's and T's conduct;
3. the degree of culpability of M&T, Ford and T;
4. the situation and sensibilities of the parties concerned; and
5. the extent to which M&T's, Ford's and T's conduct offends a public sense of justice and propriety.

The Plaintiffs believe that exemplary damages should not exceed Three Million Dollars (\$3,000,000.00).

7. DAMAGES

Plaintiffs would show that their damages, injuries and/or losses are within the jurisdictional limits of this Court, and include property damages, loss of their vehicle(s), home, home contents, loss of use of vehicle and home, mental anguish, costs to repair or replace their property, and any other consequential damages foreseeably arising from the incident in question.

Plaintiffs would show that they are entitled to treble economic damages, upon a finding of knowing conduct, or treble economic damages and mental anguish upon a finding of intentional conduct.

Plaintiffs would show that they are entitled to reasonable and necessary attorney fees and costs of prosecuting this matter.

Plaintiffs would show that they are entitled to pre-judgment and postjudgment interest at the maximum rate allowed by law.

REQUEST FOR RELIEF

- (a) Plaintiffs request that Defendants be cited according to law to appear and answer;
- (b) Plaintiffs demand judgment against Defendants for all actual damages within the jurisdictional limits of the Court and for attorneys' fees, and all statutory additional for

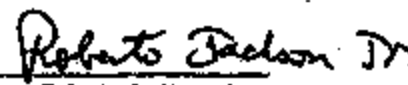
exemplary damages as set forth above, costs of court, and prejudgment and post judgment interest at the highest lawful rates;

(c) Plaintiffs also ask for such other relief to which they may be entitled.

Respectfully submitted:

By: 

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Norman Jolly
TBA# 10856820
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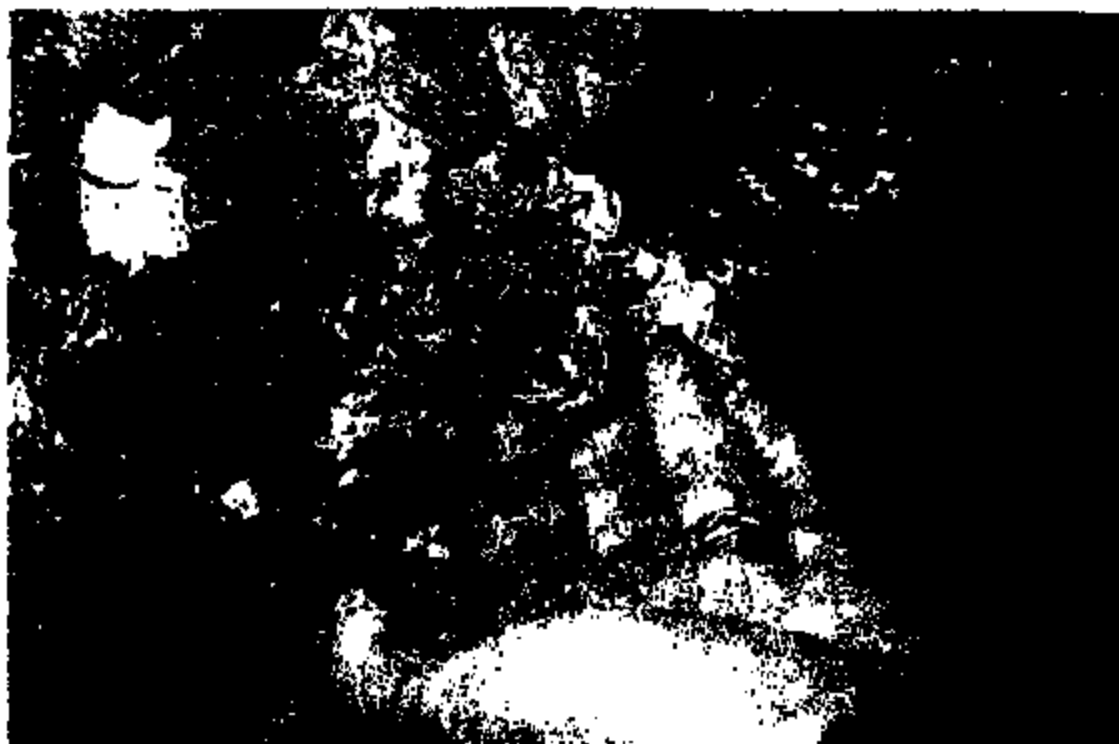
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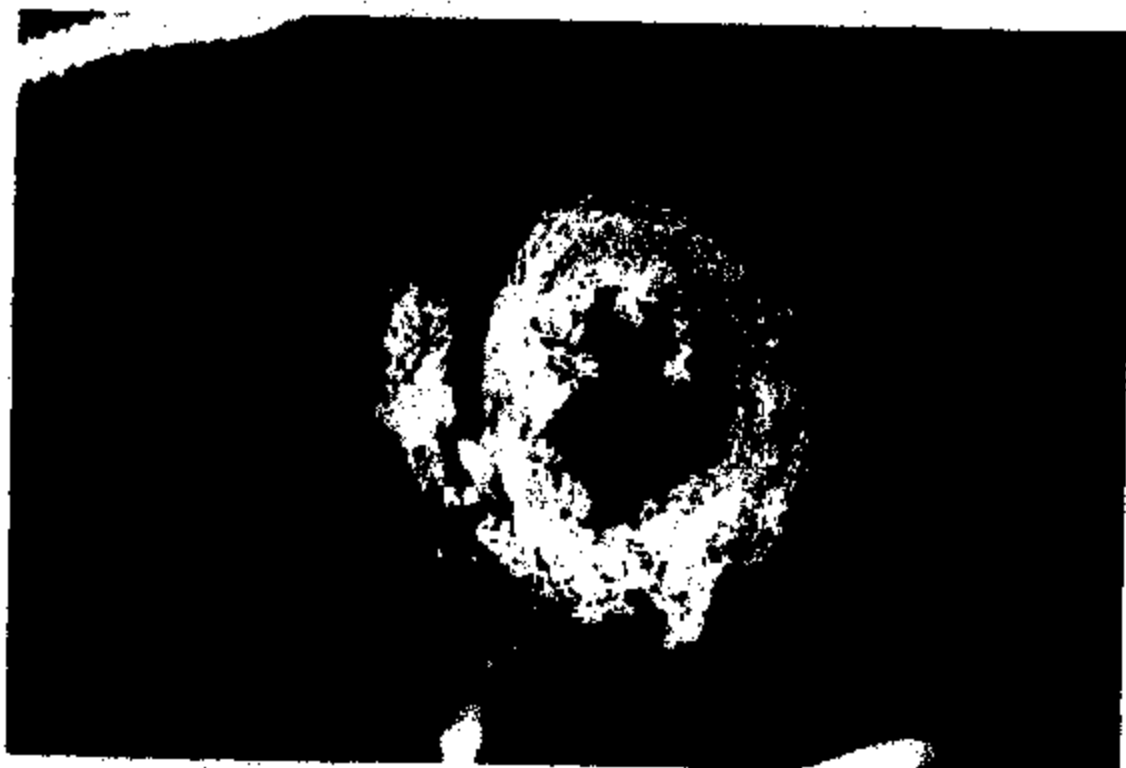
Roberto Jackson, Jr.
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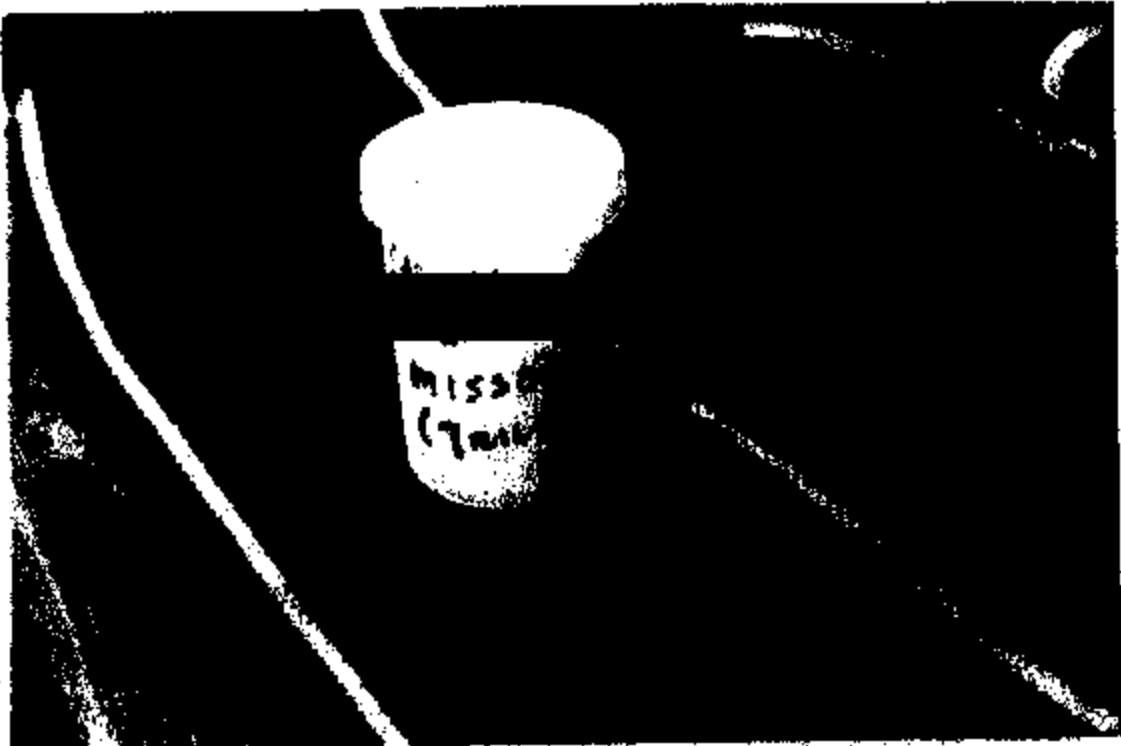
by permission











VI

EXE

SUB

VII

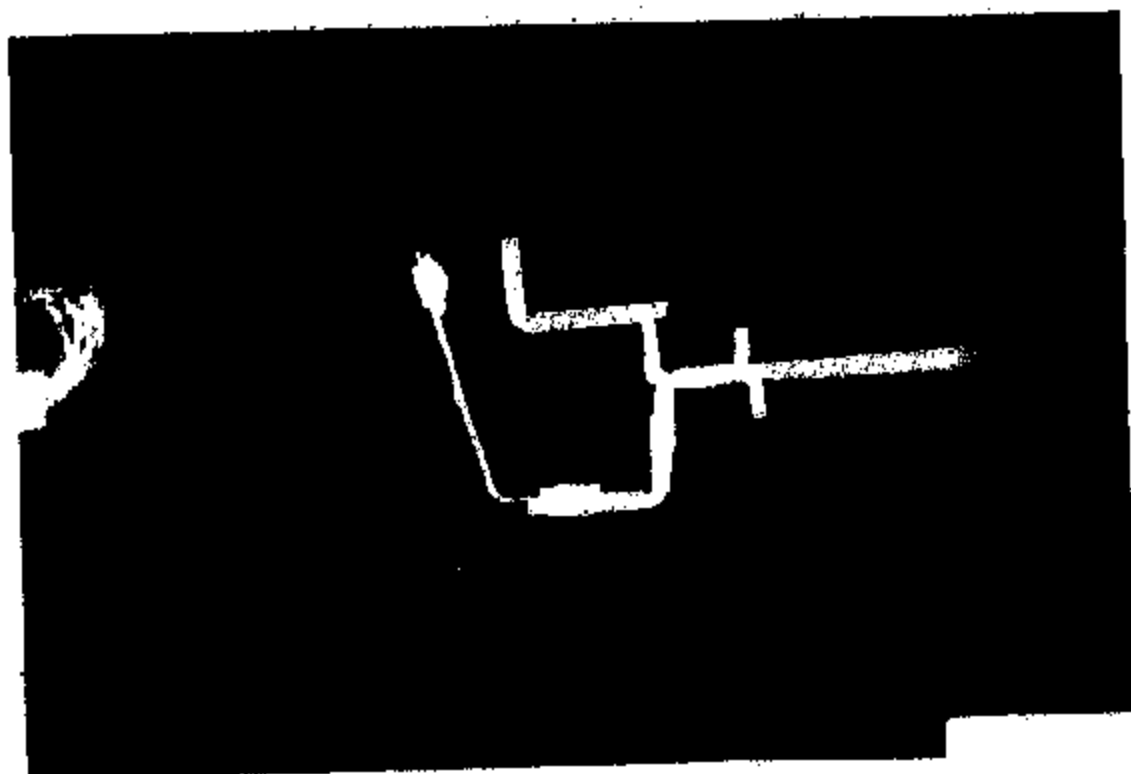
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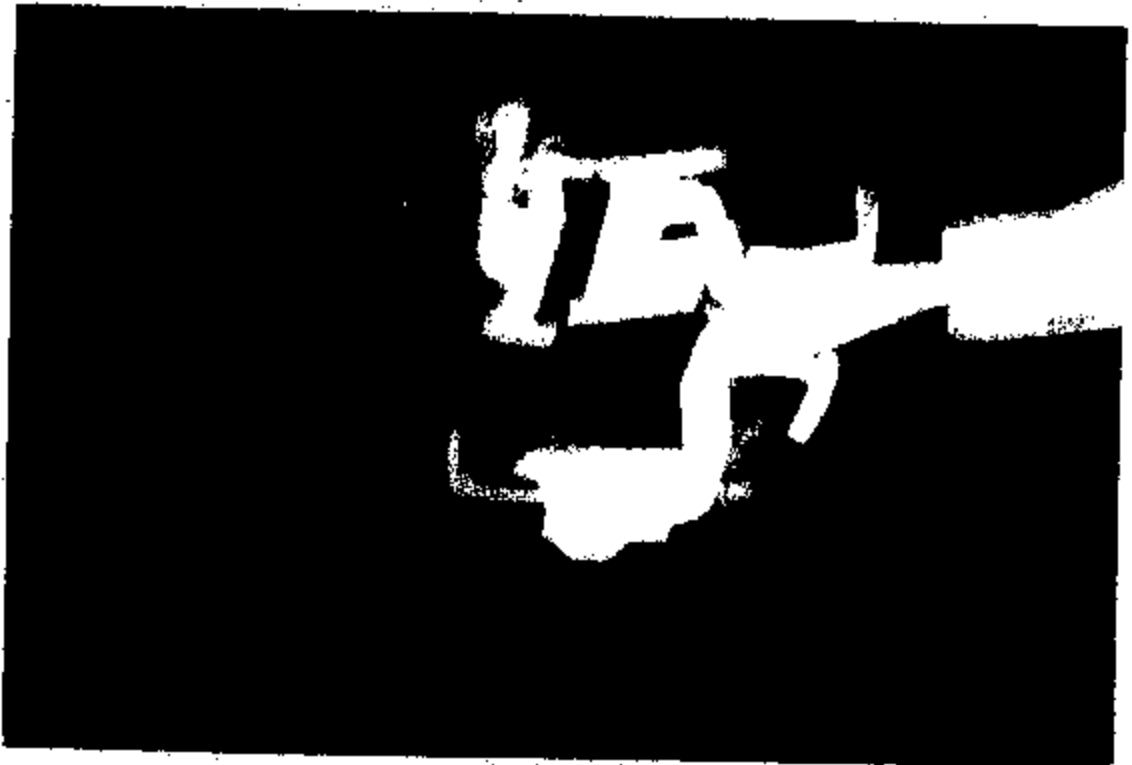
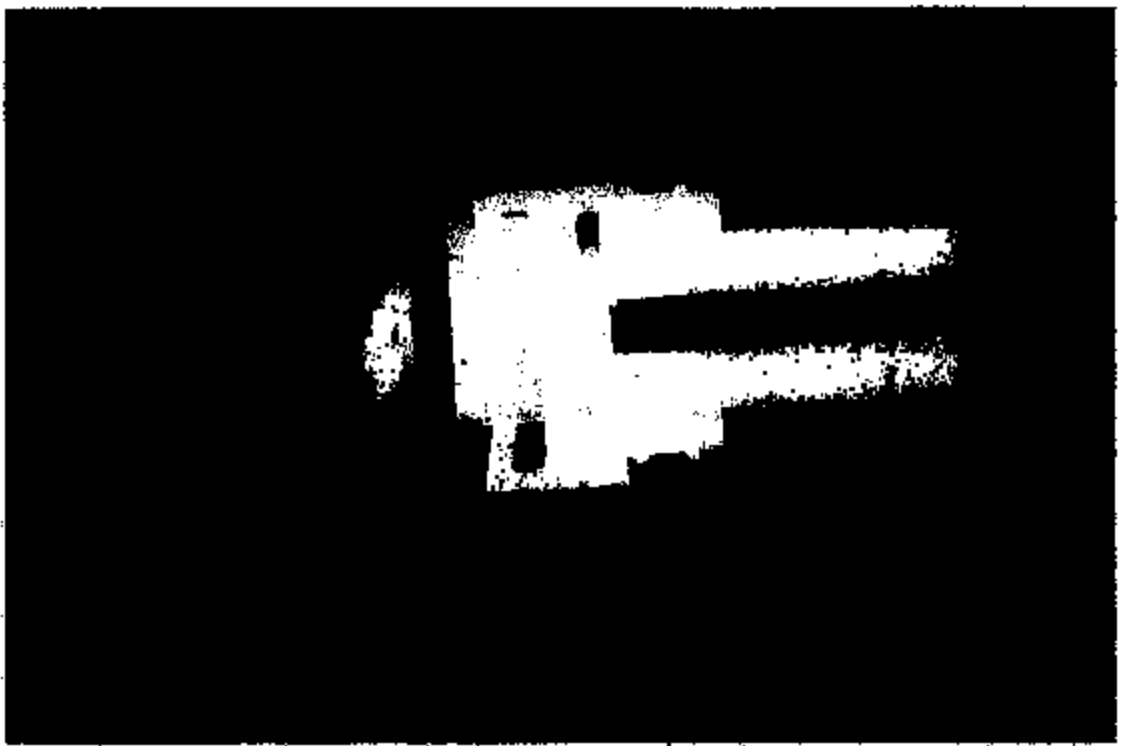
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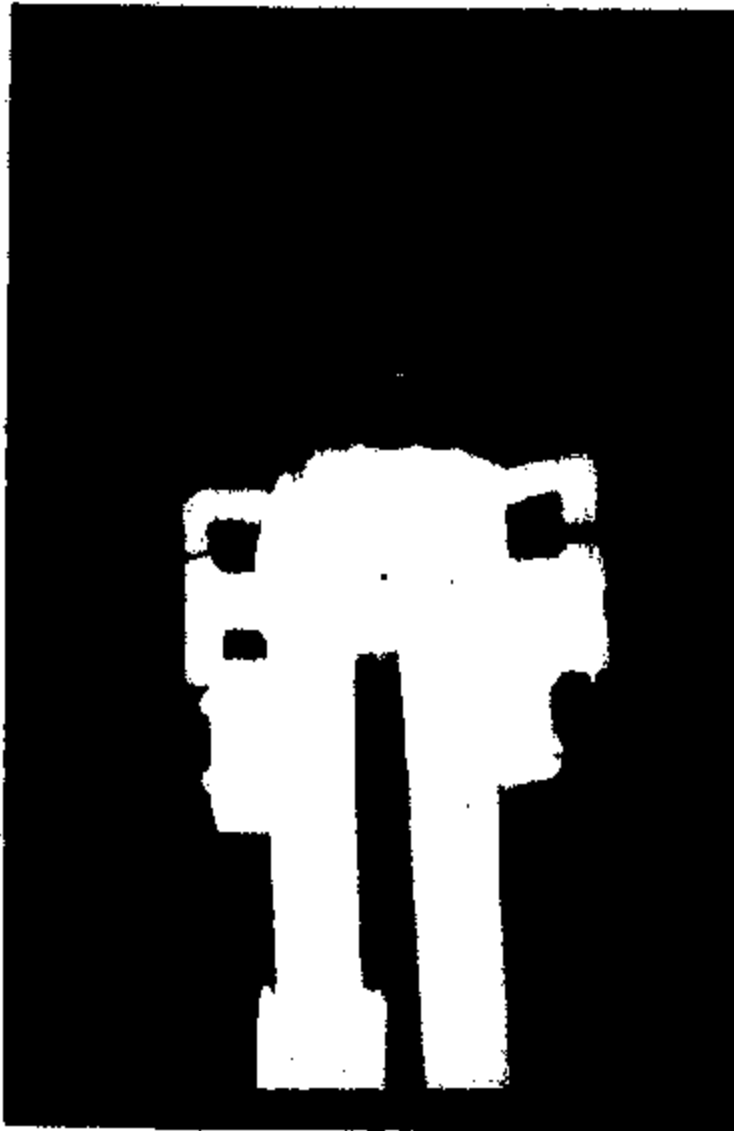
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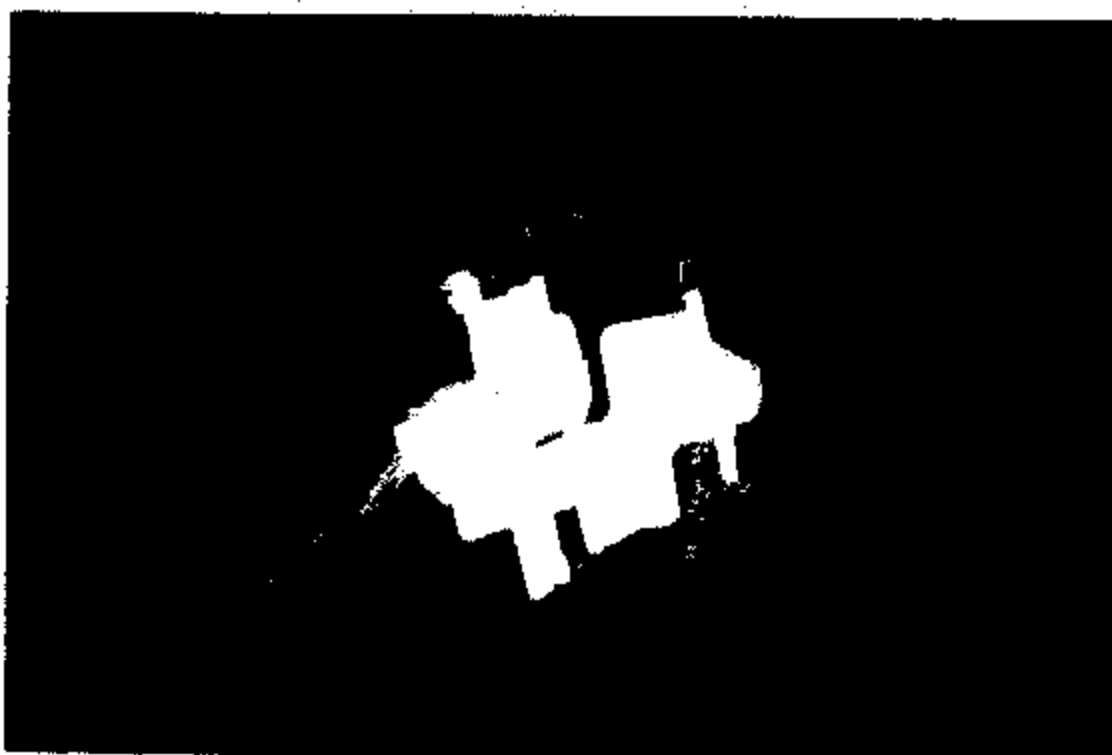
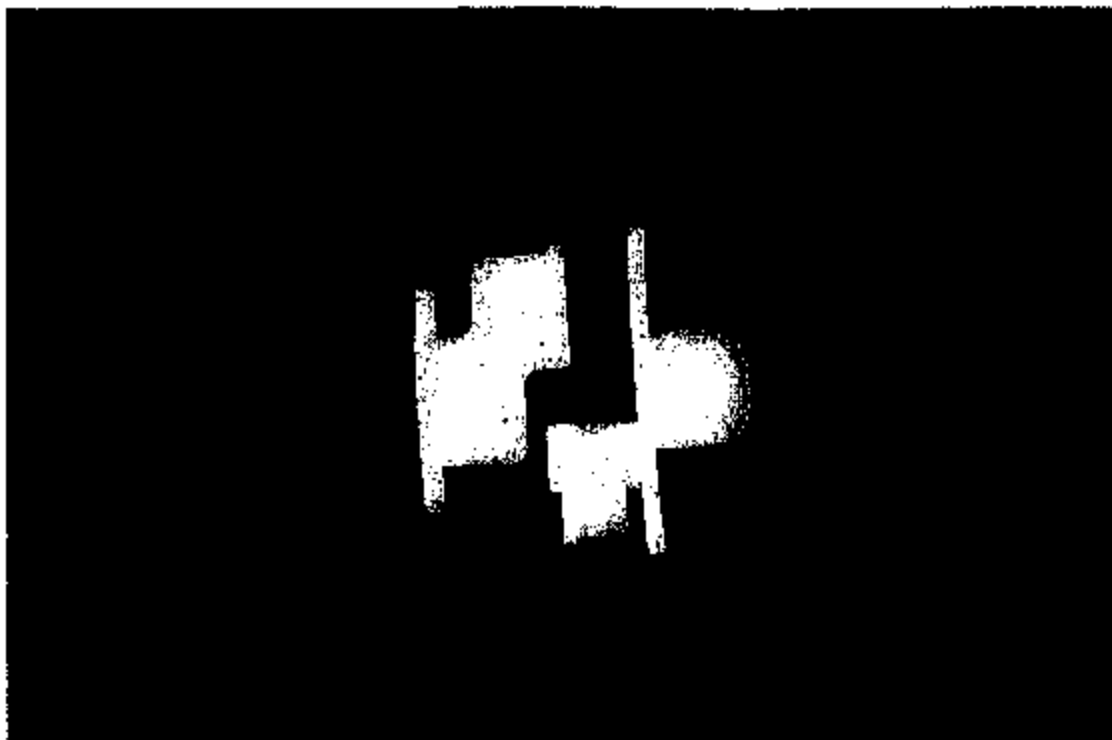
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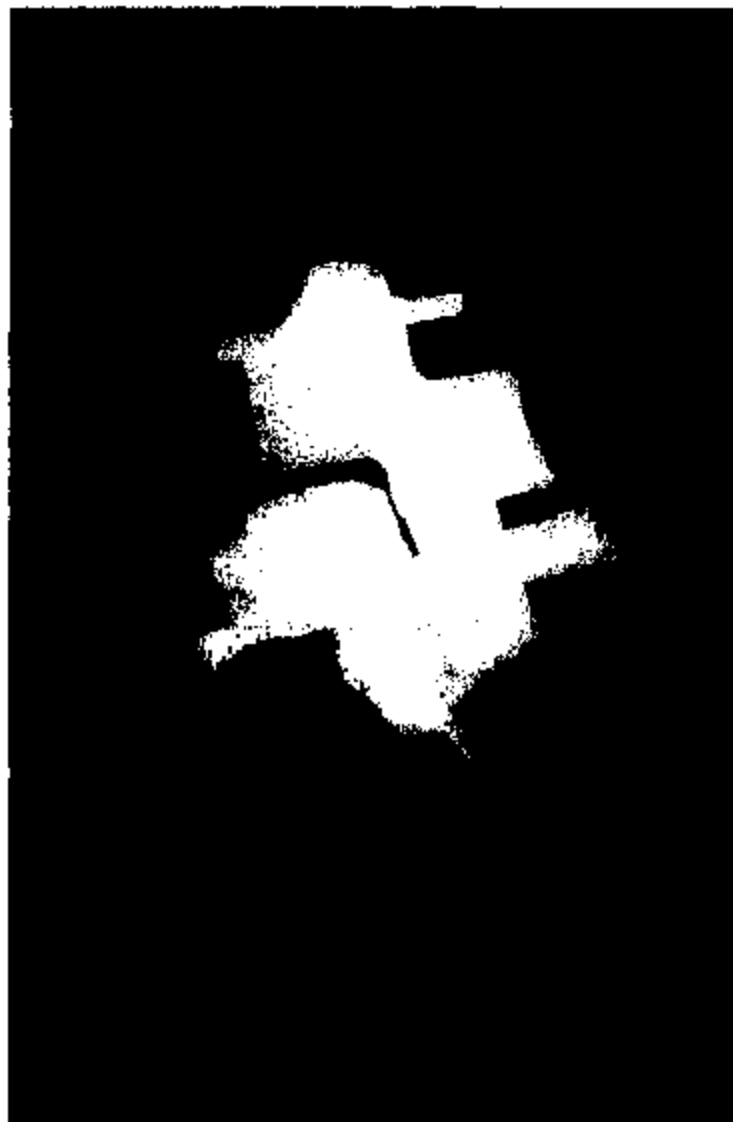


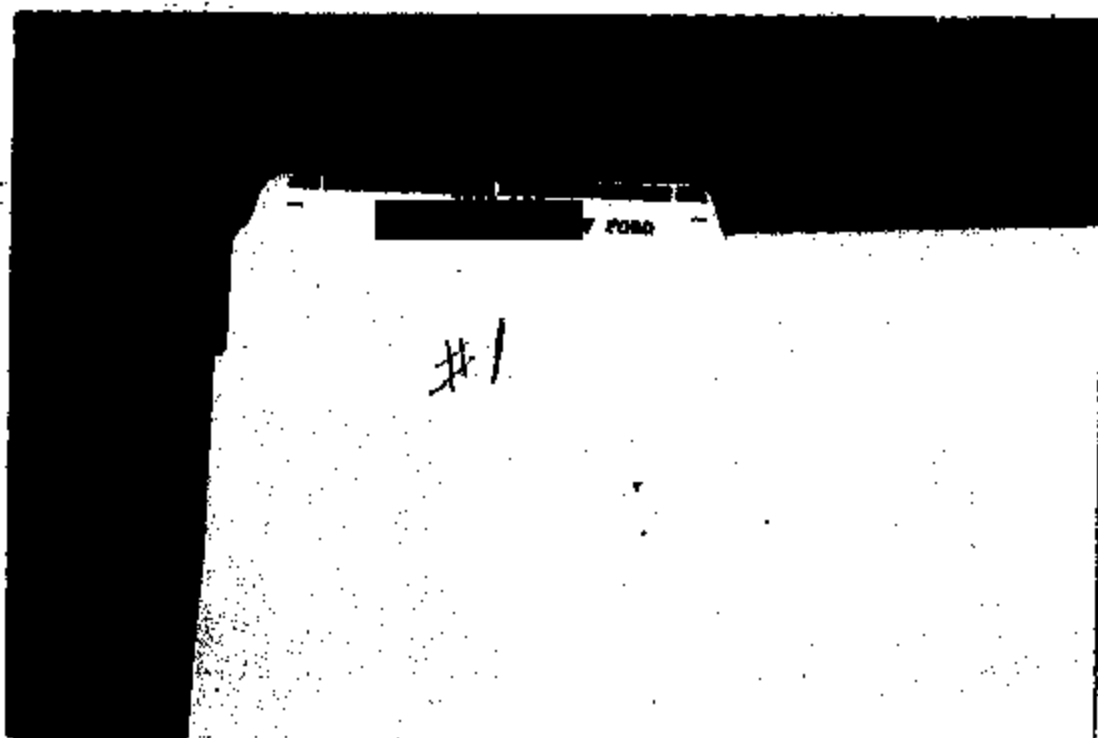








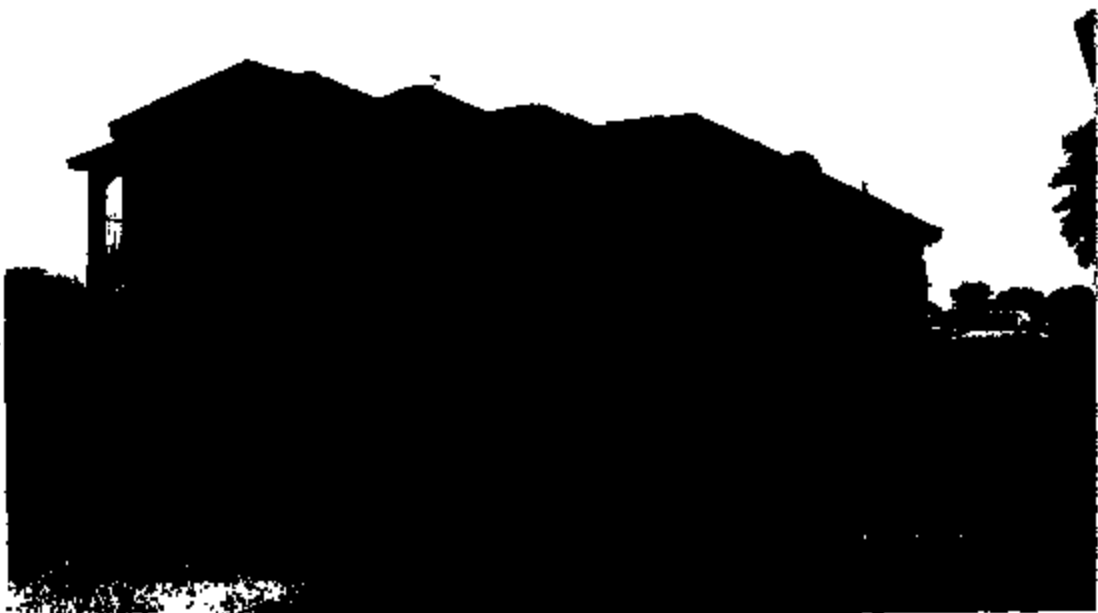






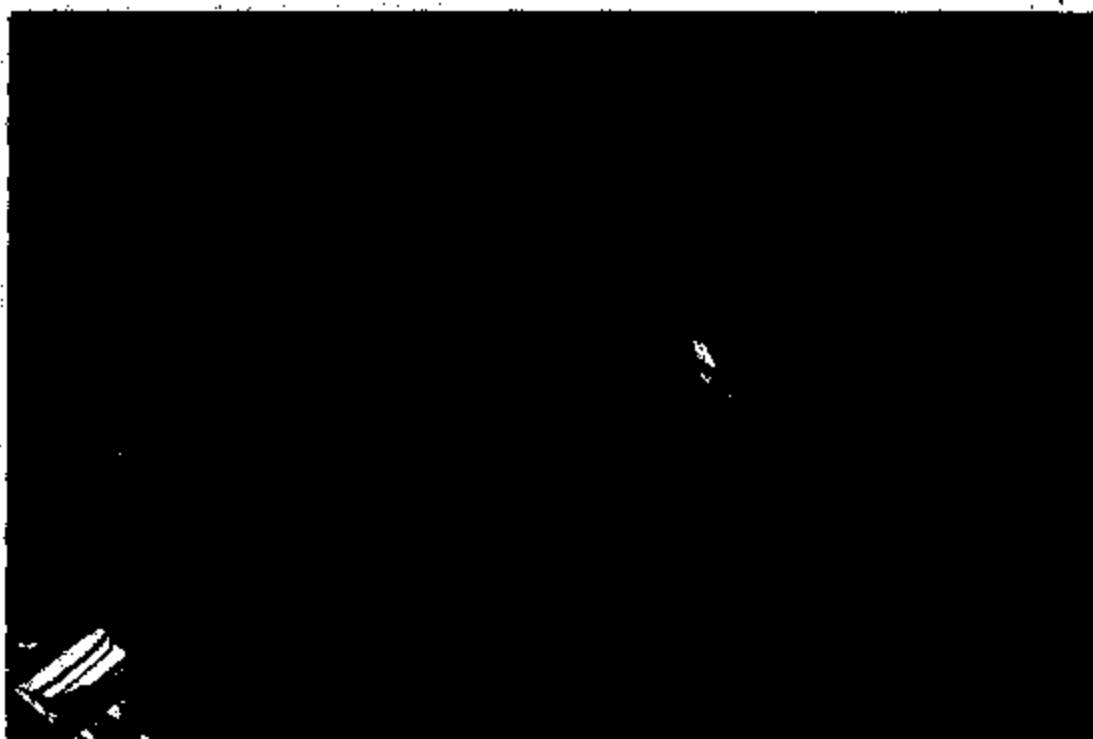


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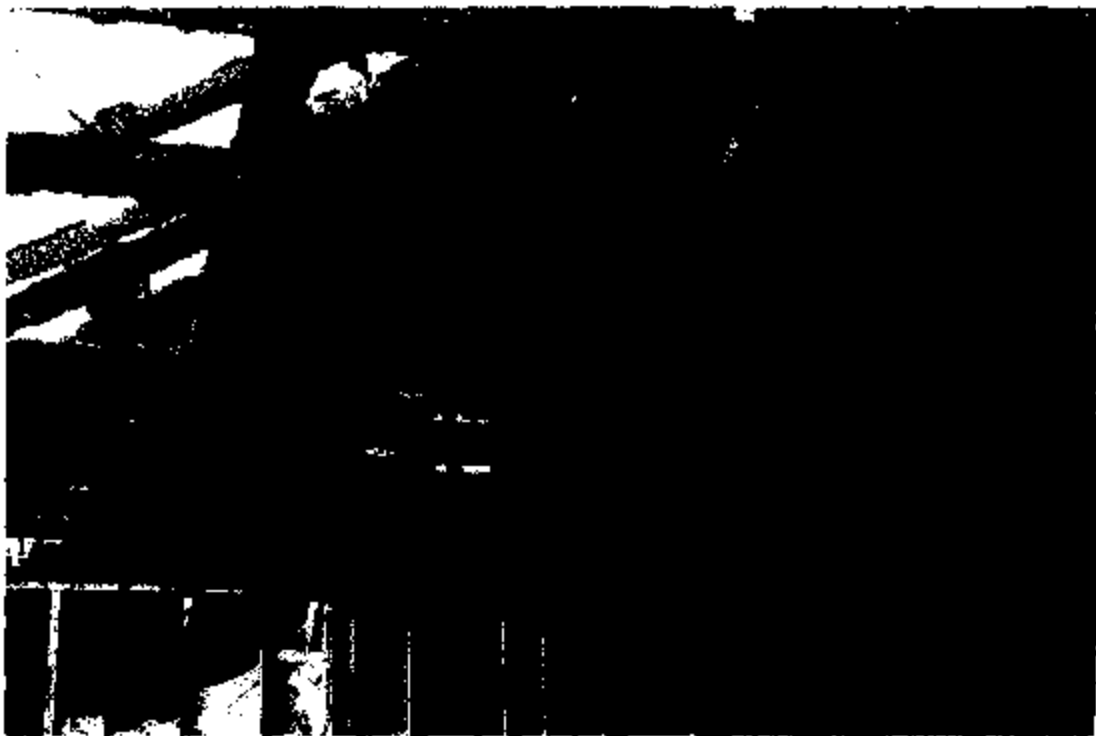














EVIDENCE FORM

Ensign Engineering, LLC

281-448-3881 281-448-6666 FAX

021106

8 Nov 2002

David Rater

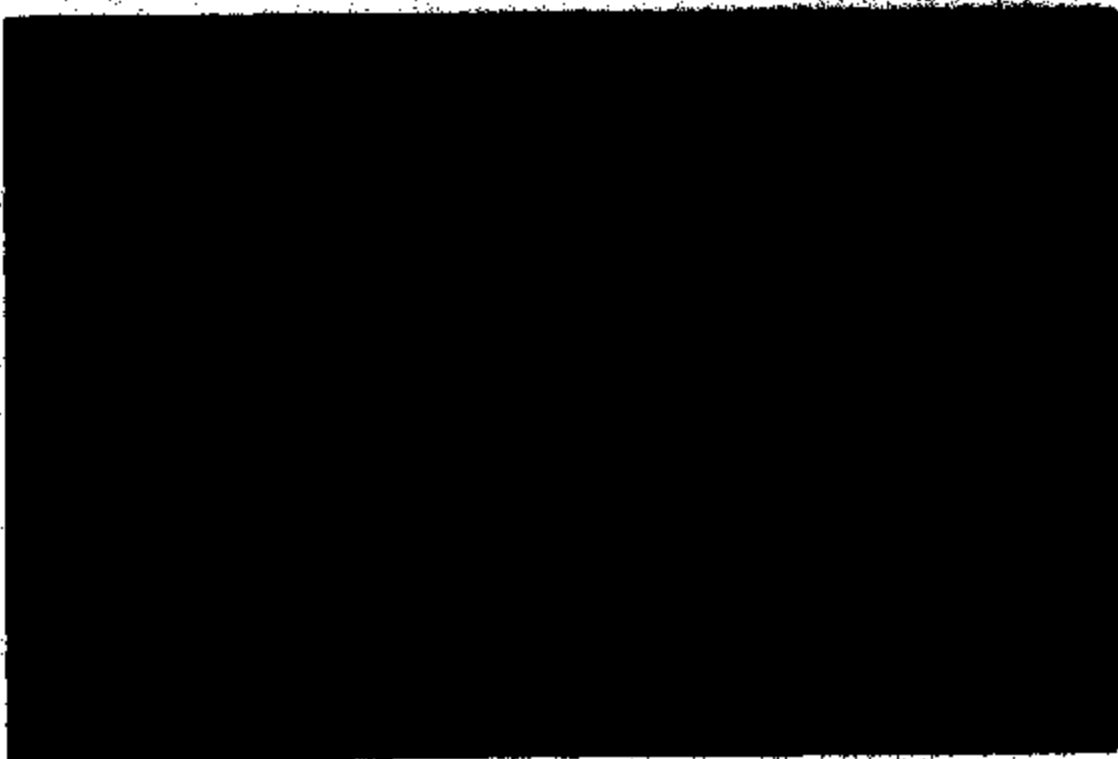
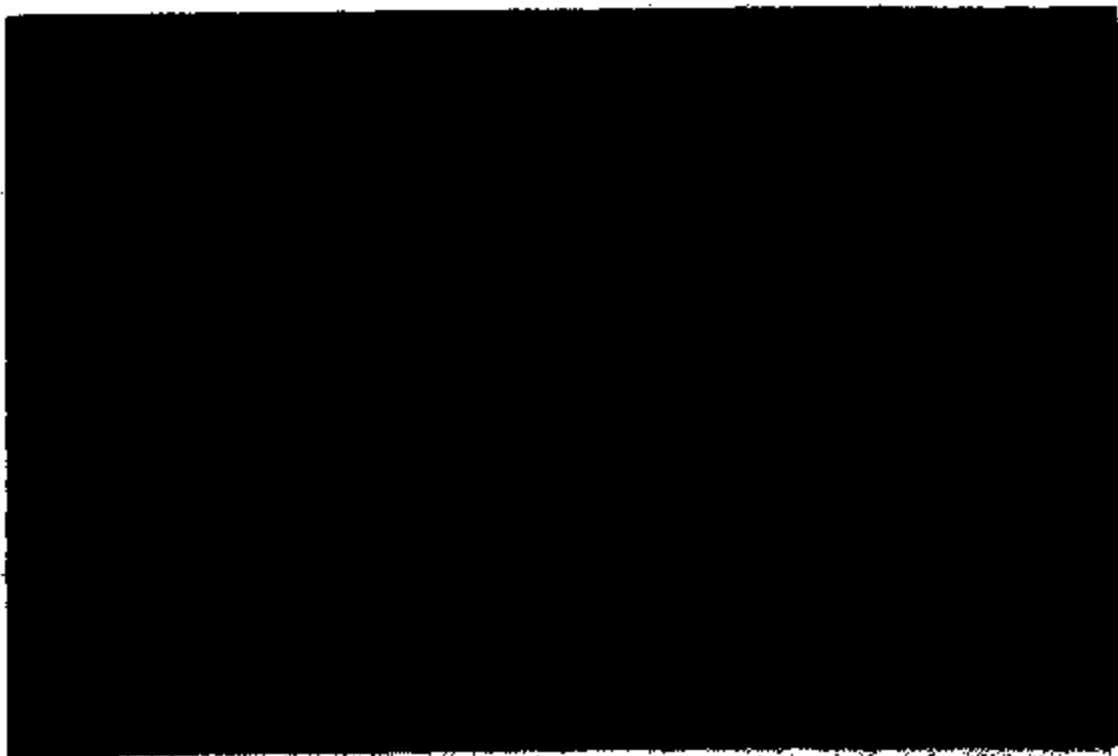
David Rater

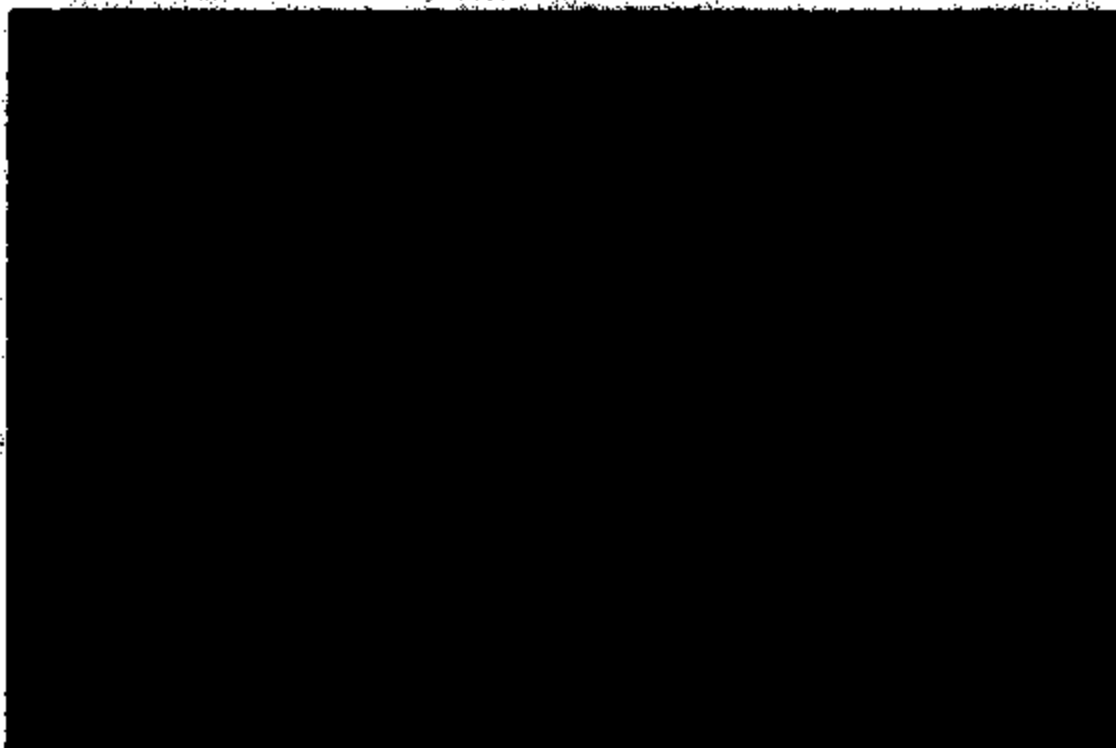
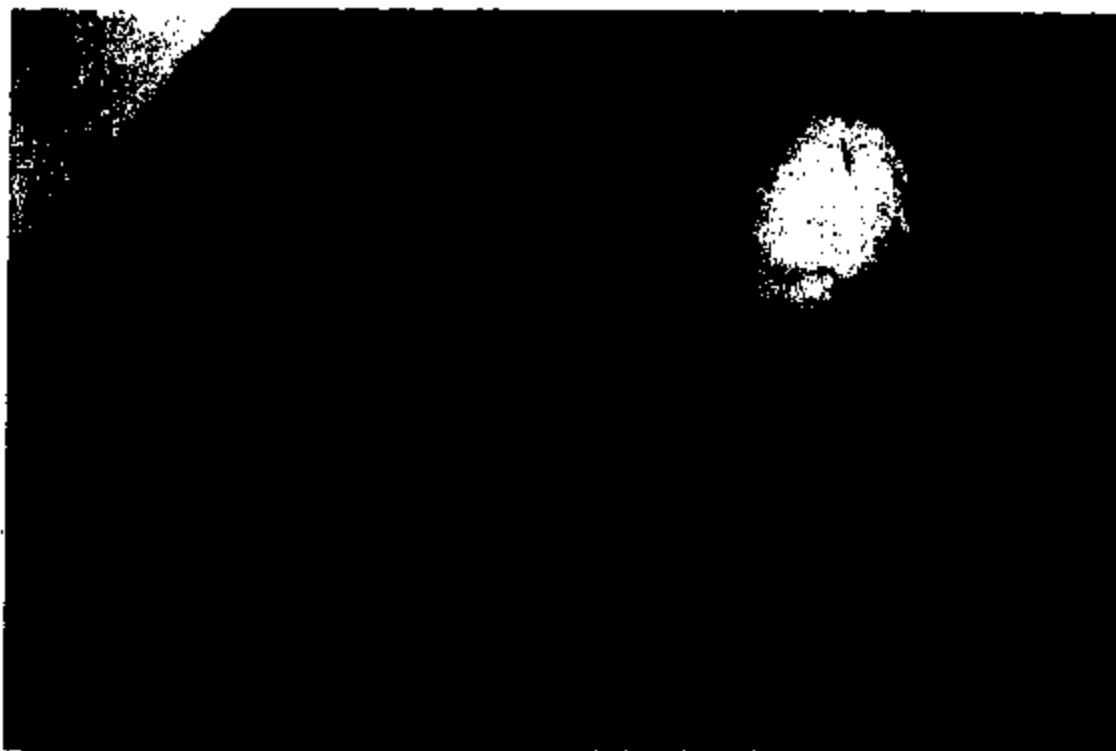
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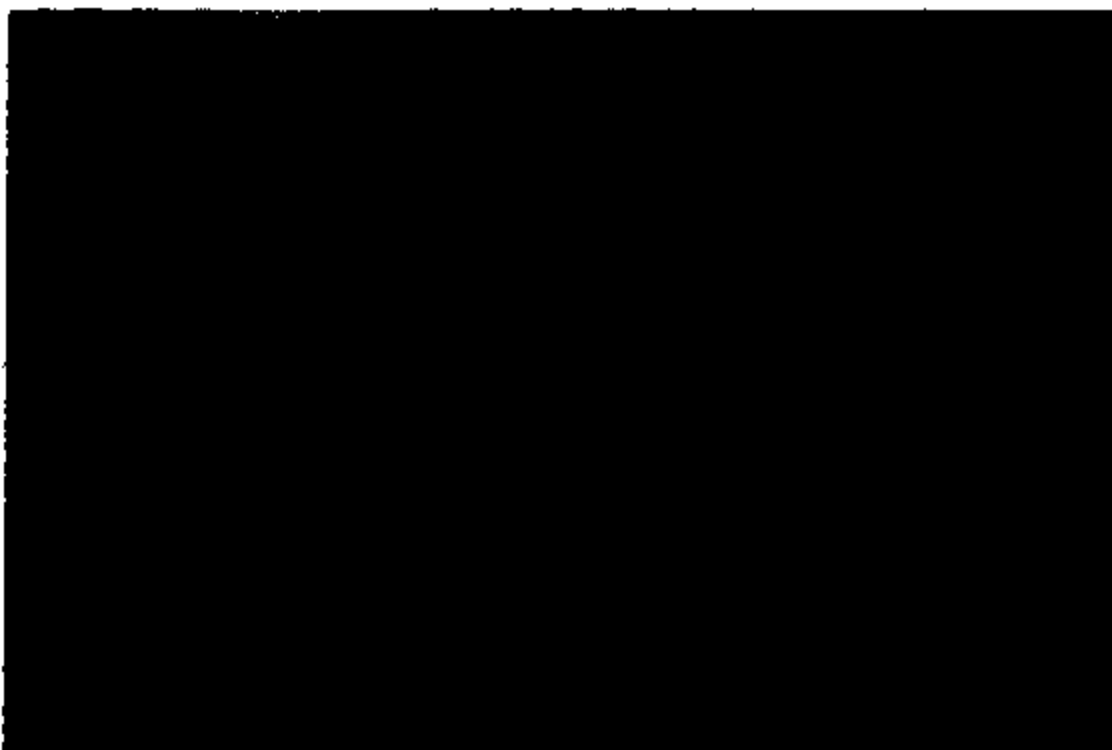
DESCRIPTION:

Switch from speed control deceleration switch











ENR2-025 35978

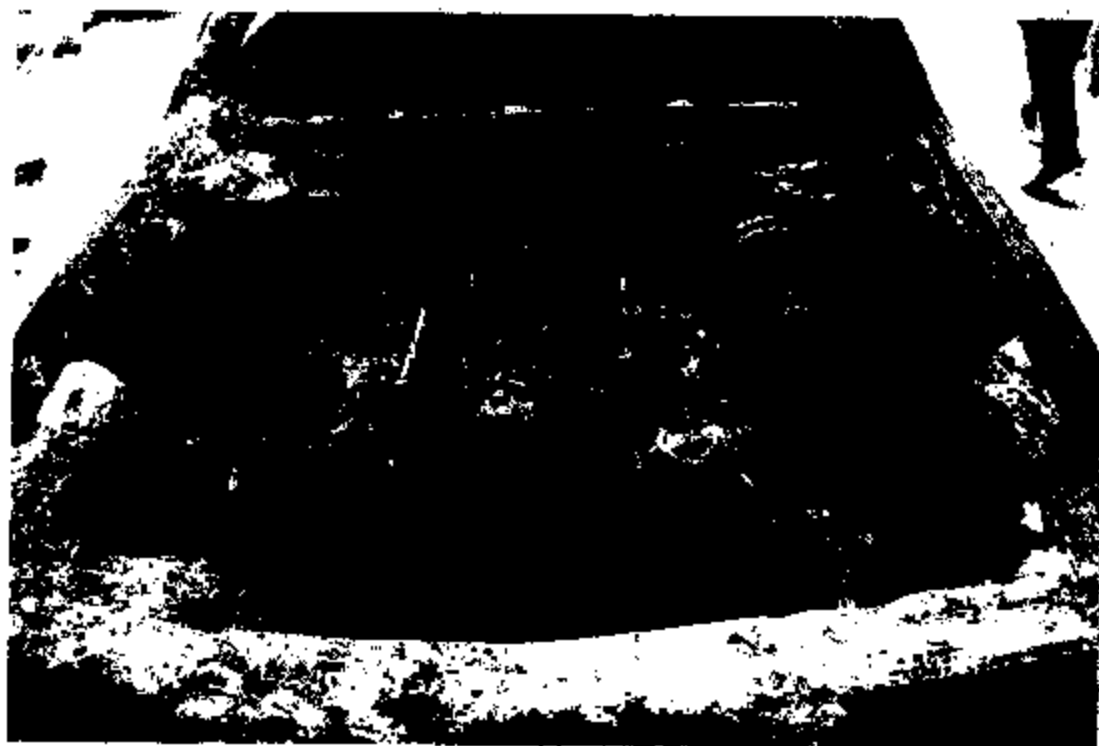


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ER02-025 35040





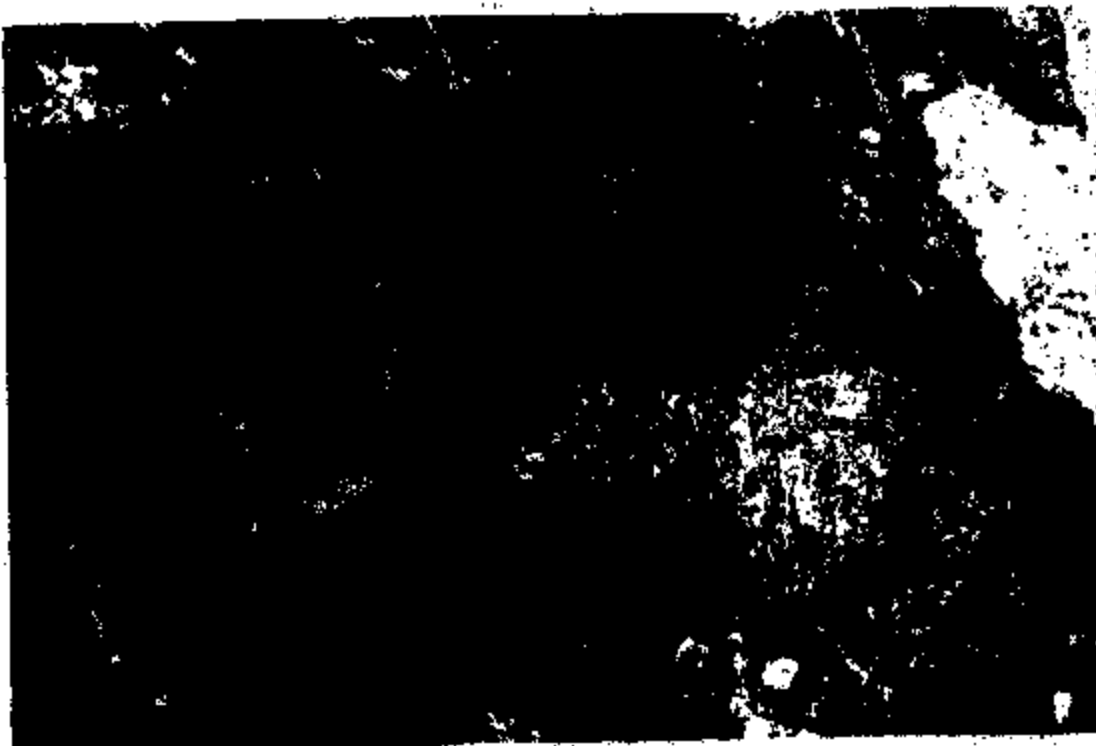




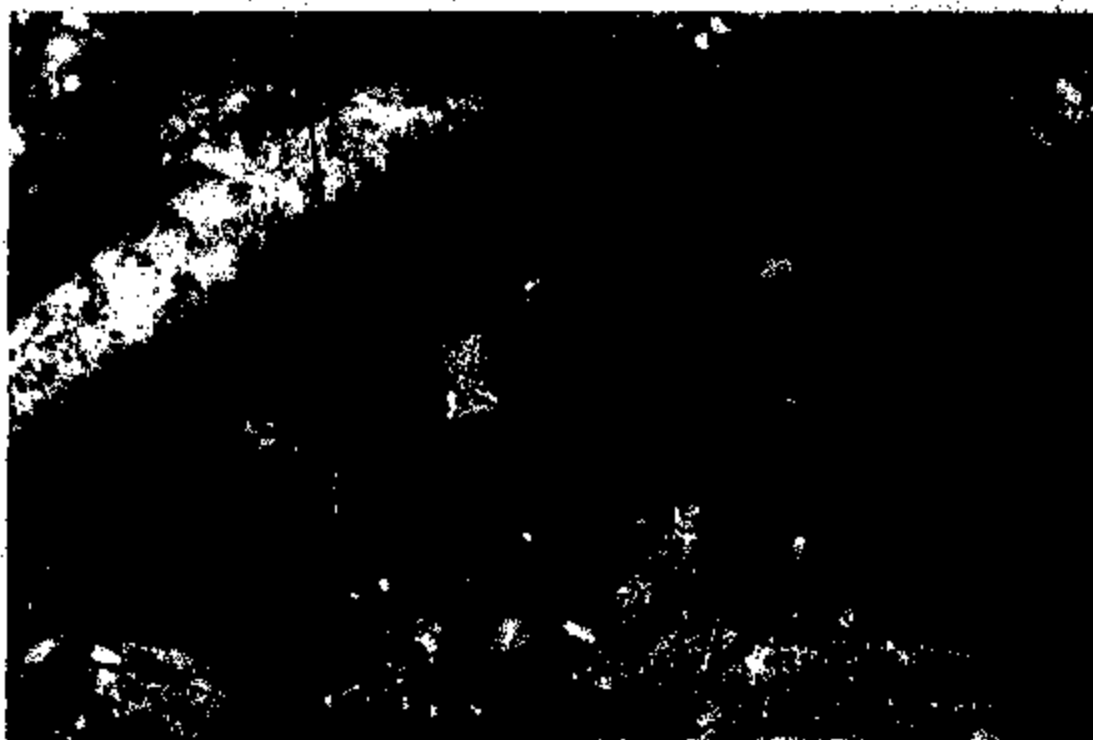
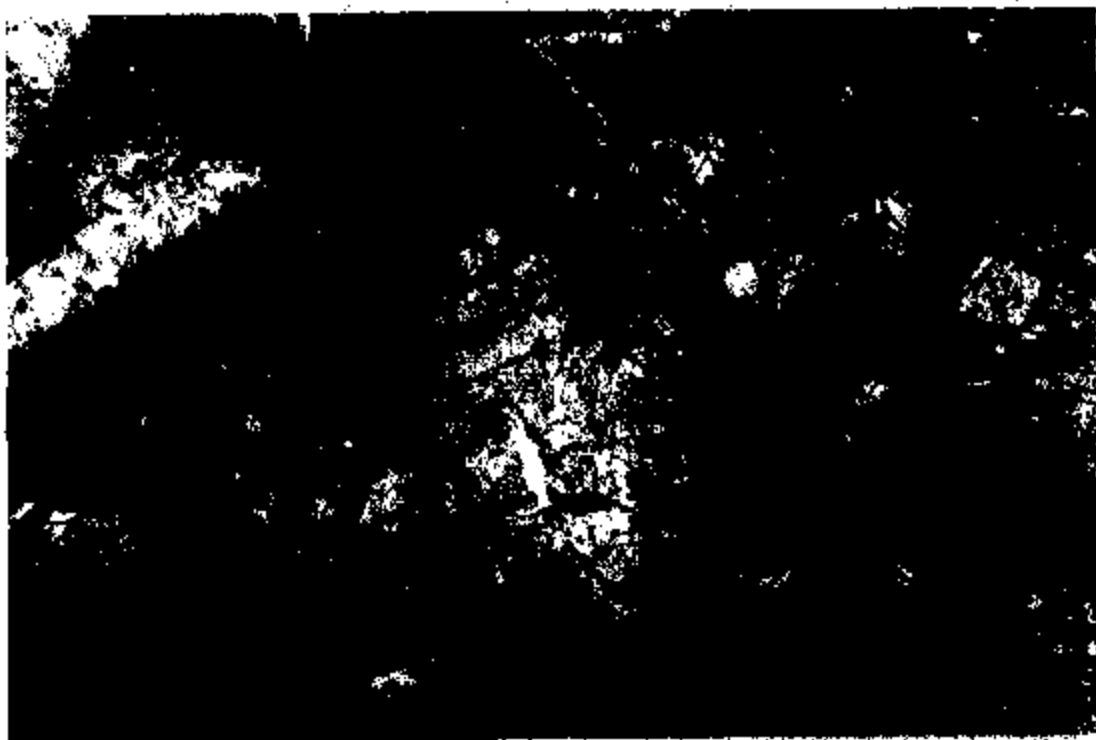


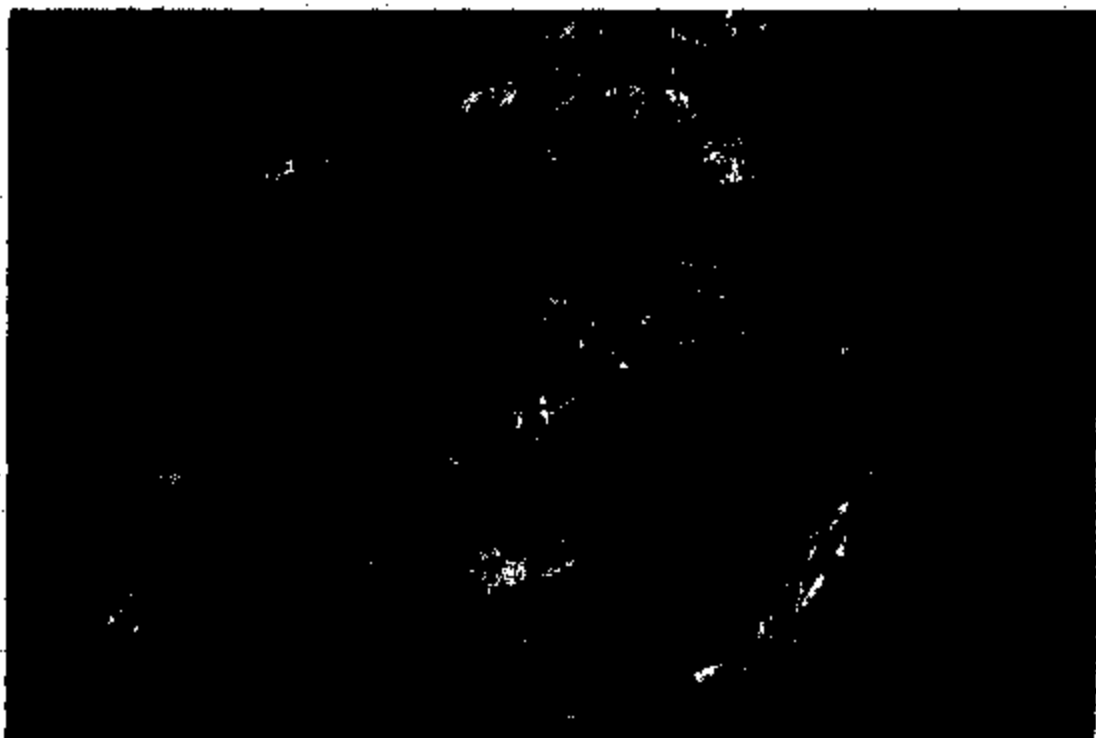


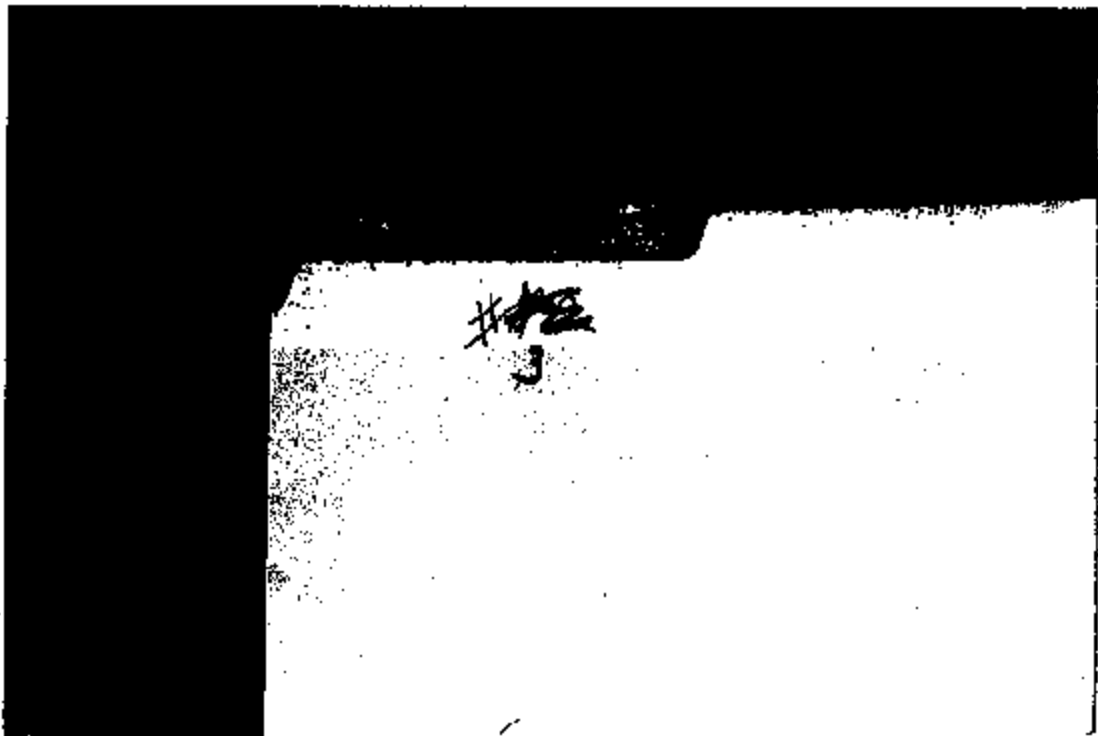


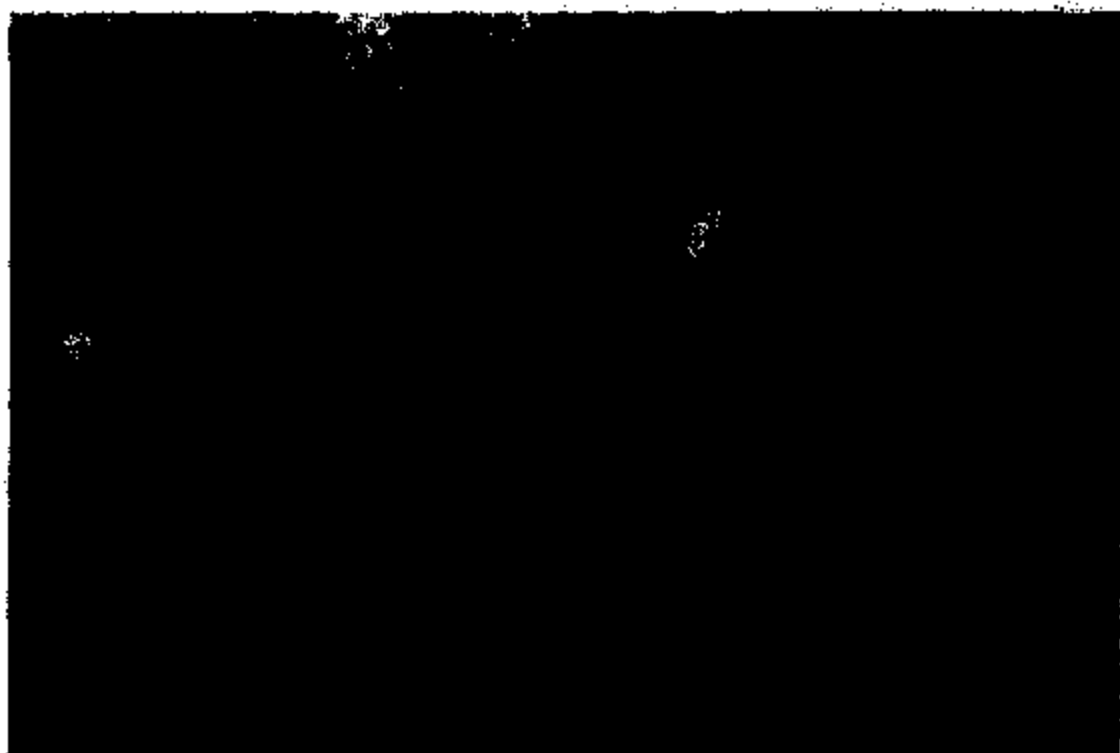
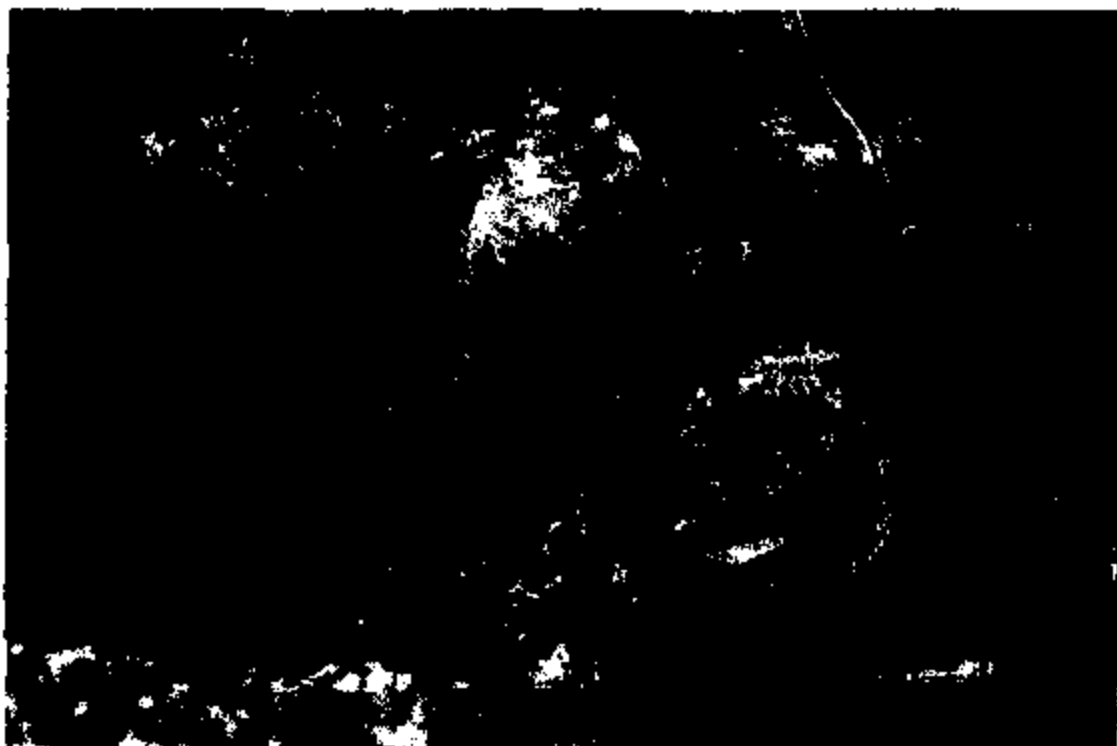




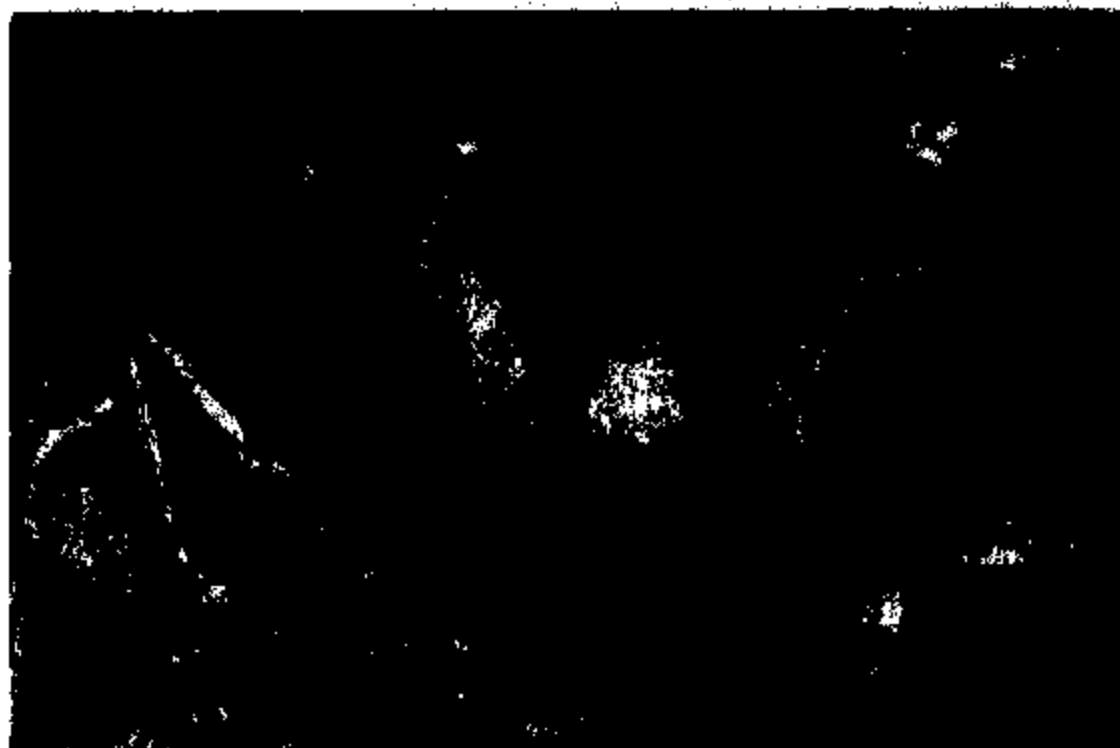


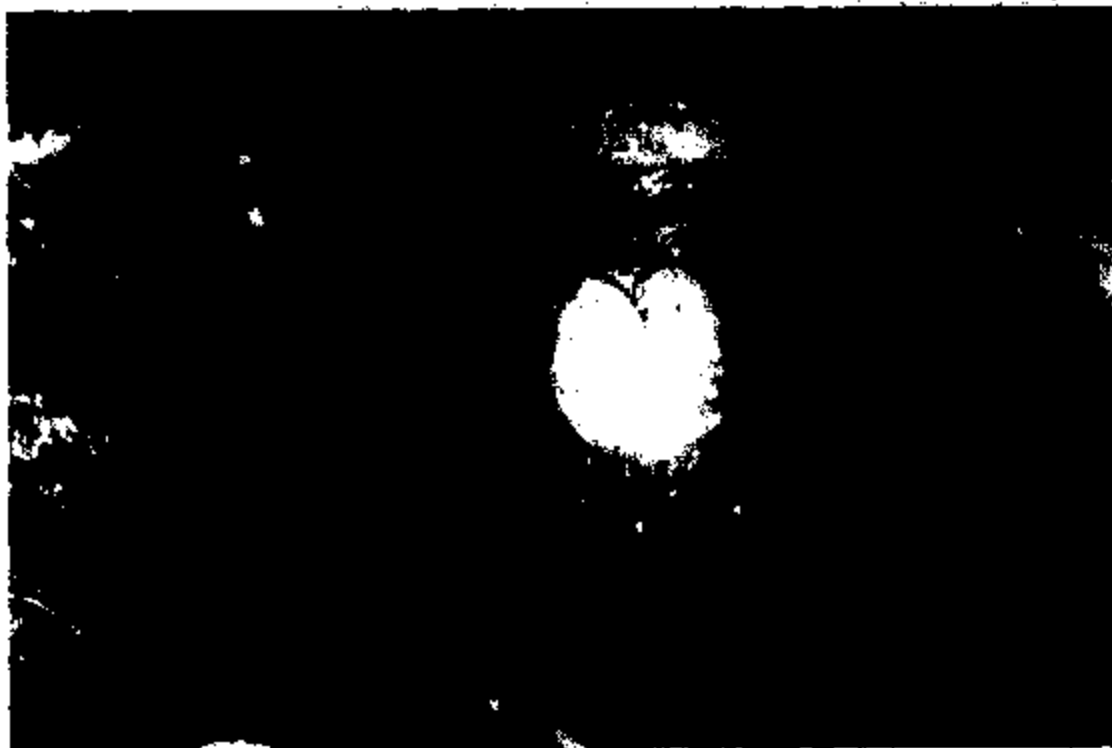




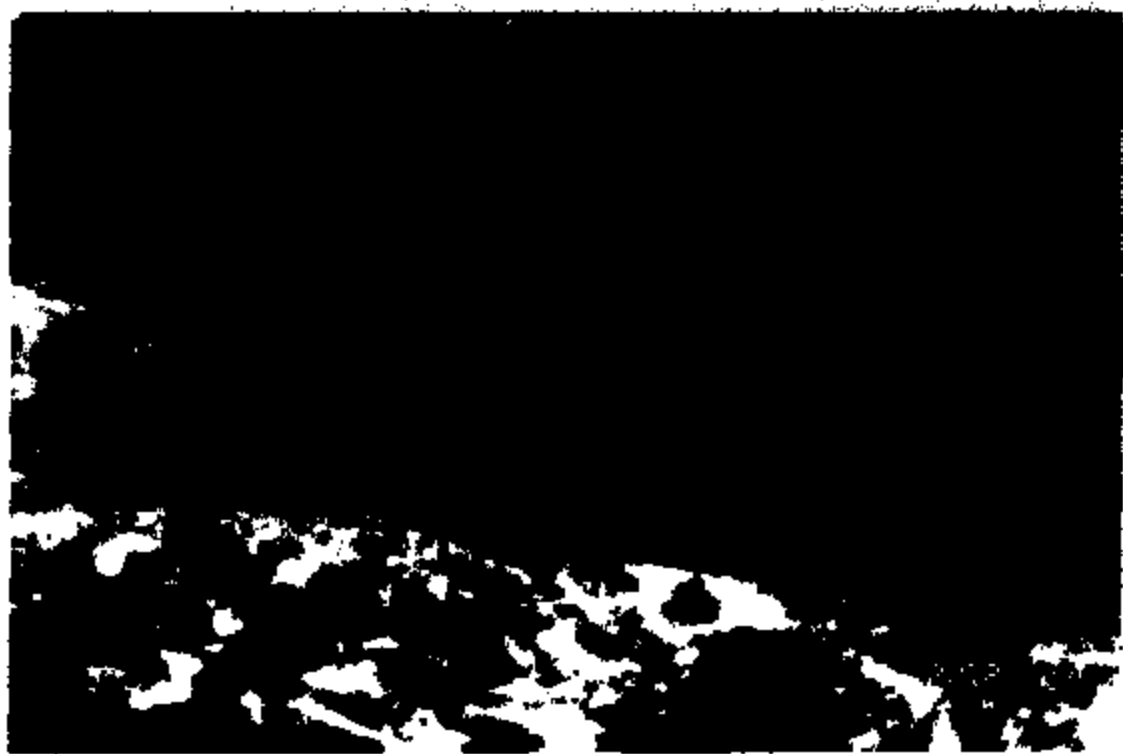


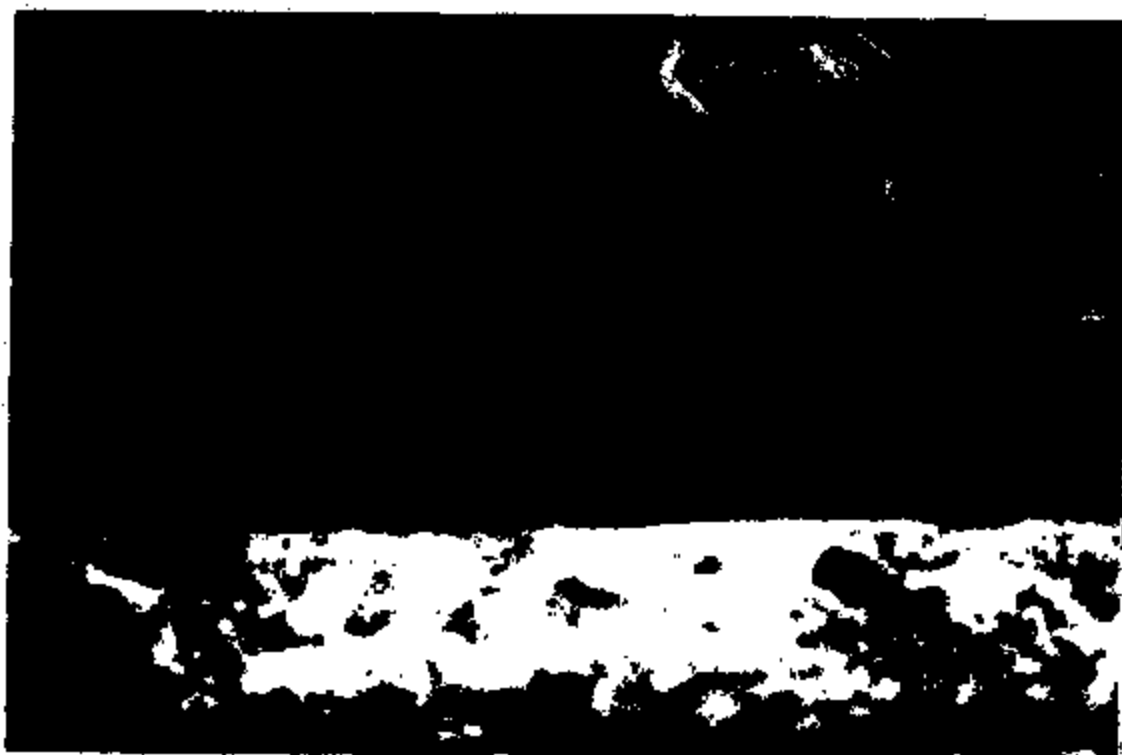
ER02-025 35903





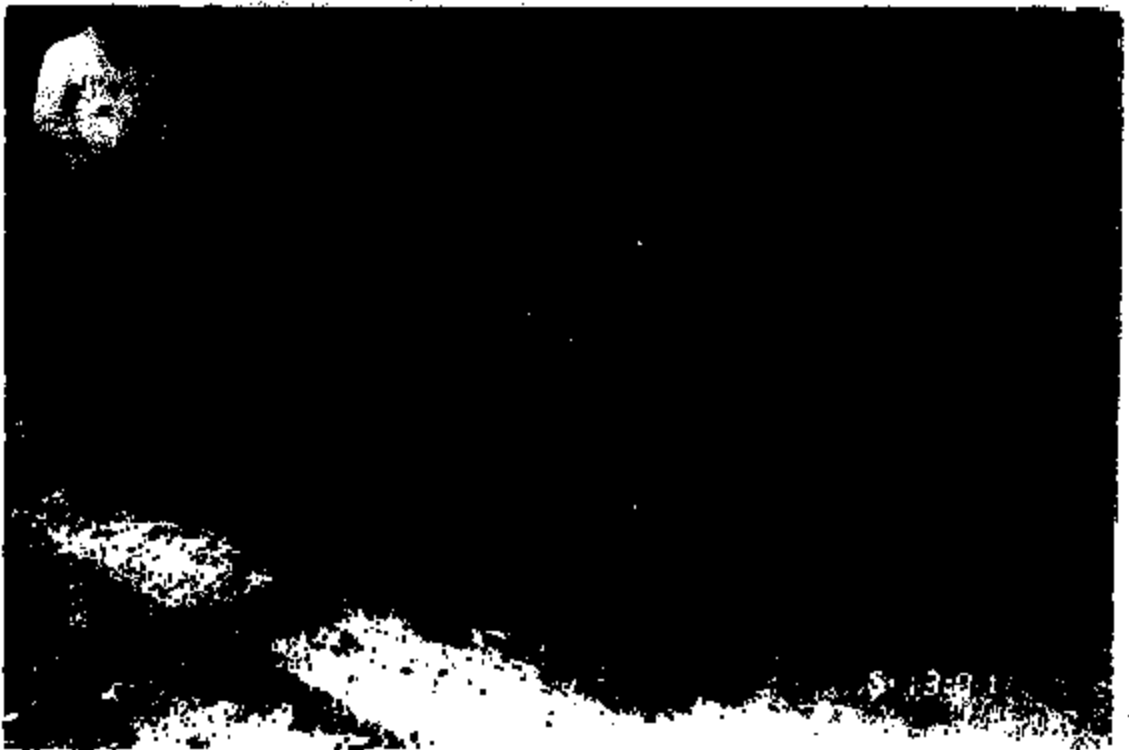






0002-025 35005





v1

EXE

SUE

V2

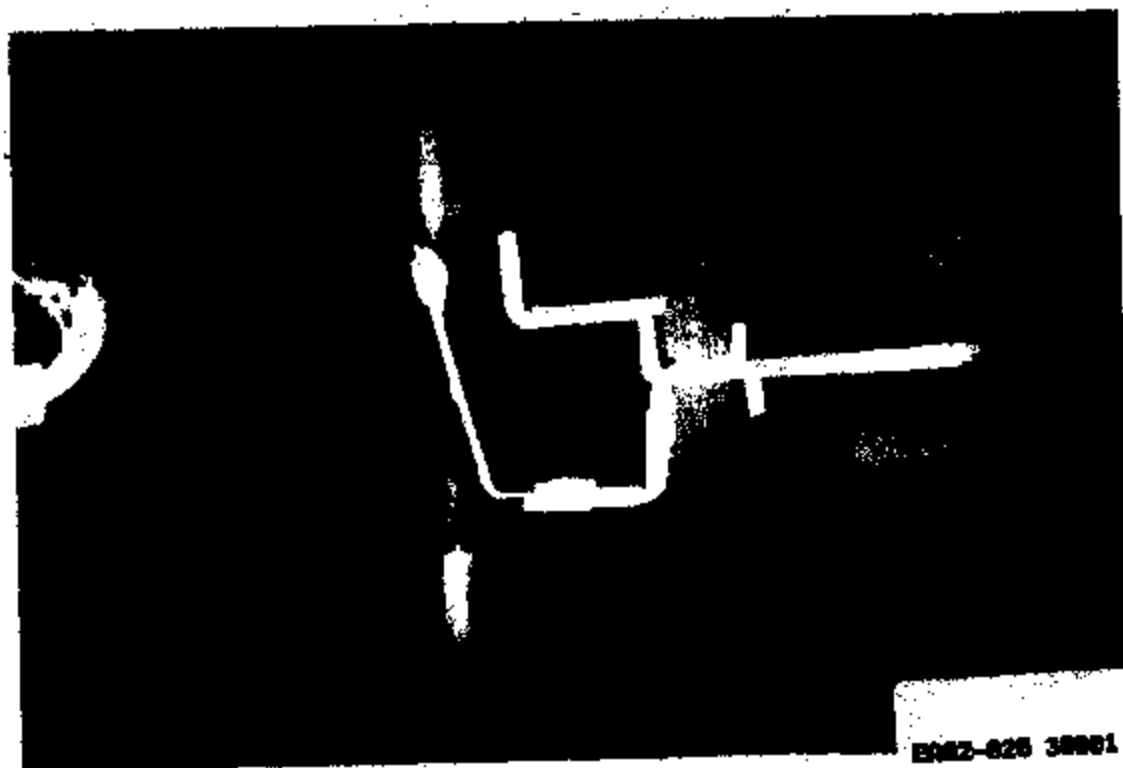
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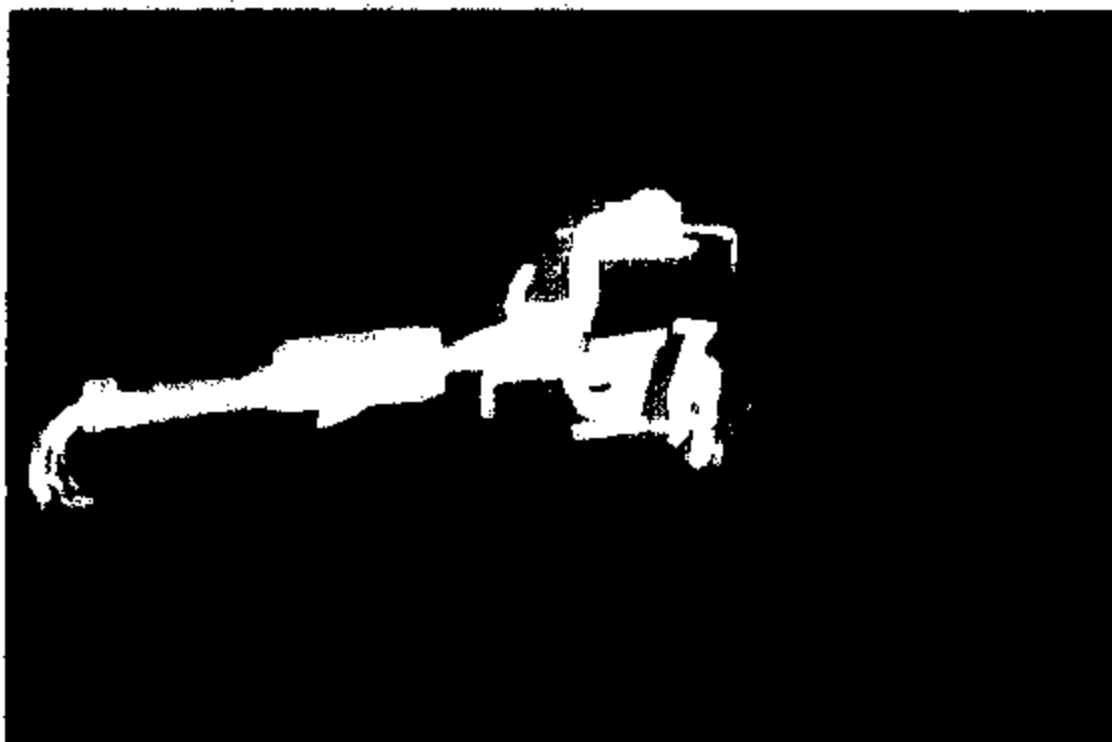
546

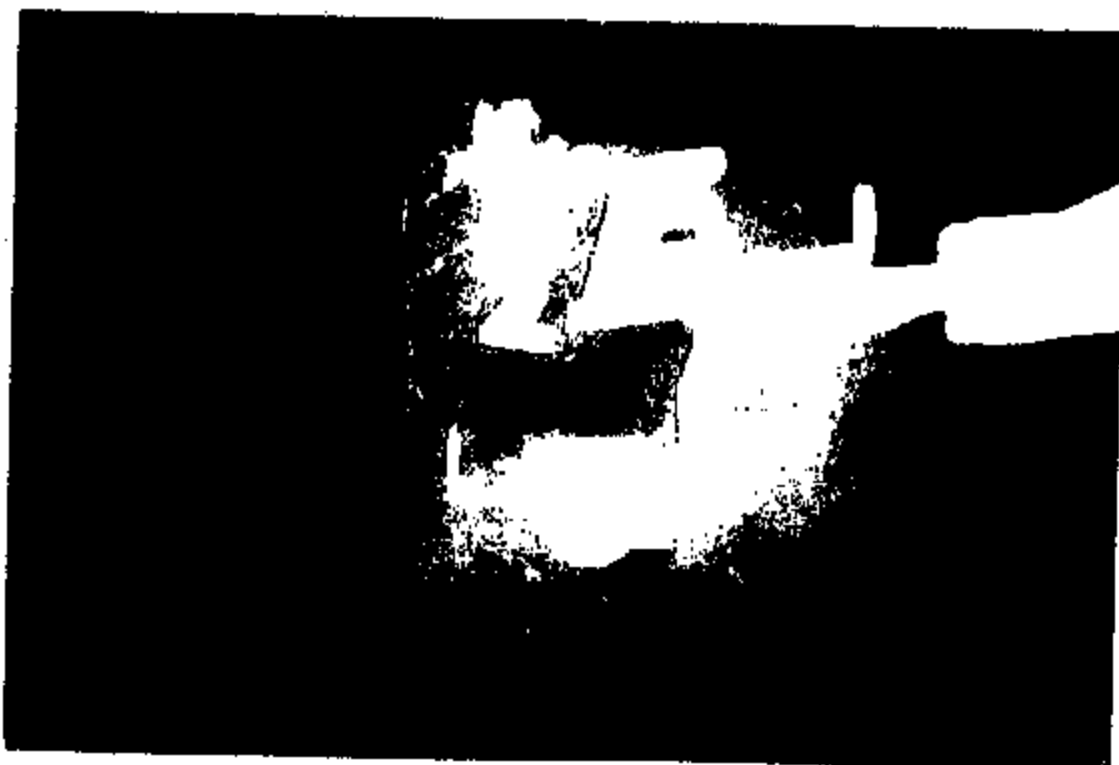
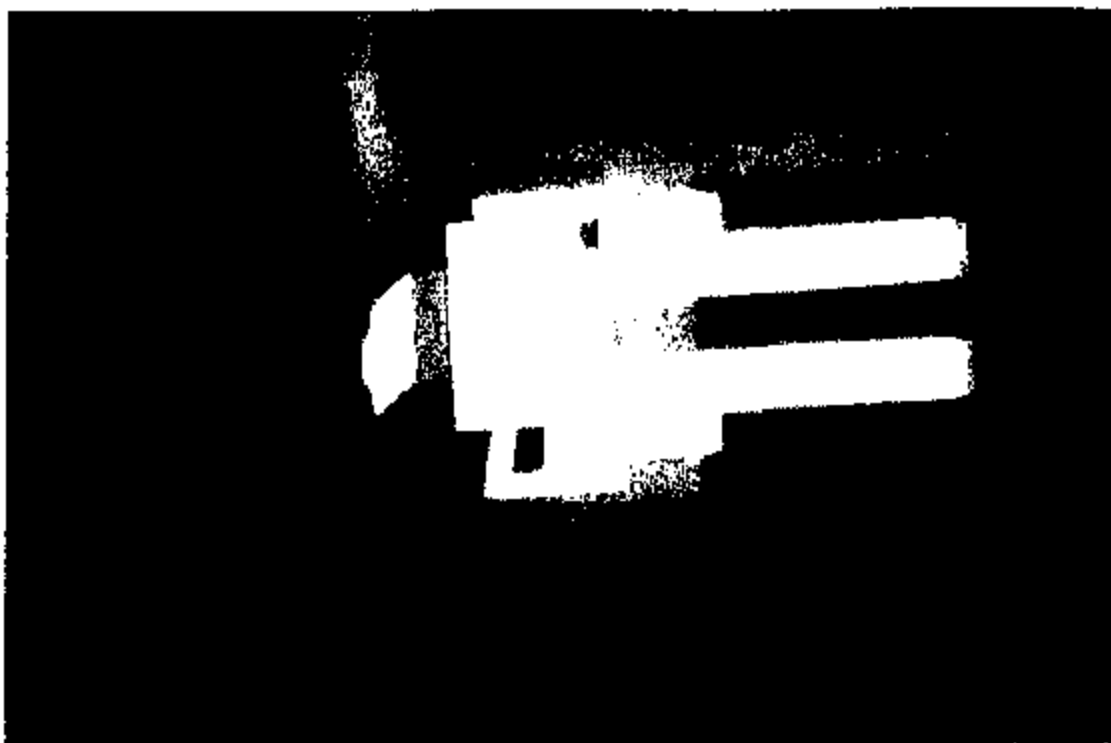
V3

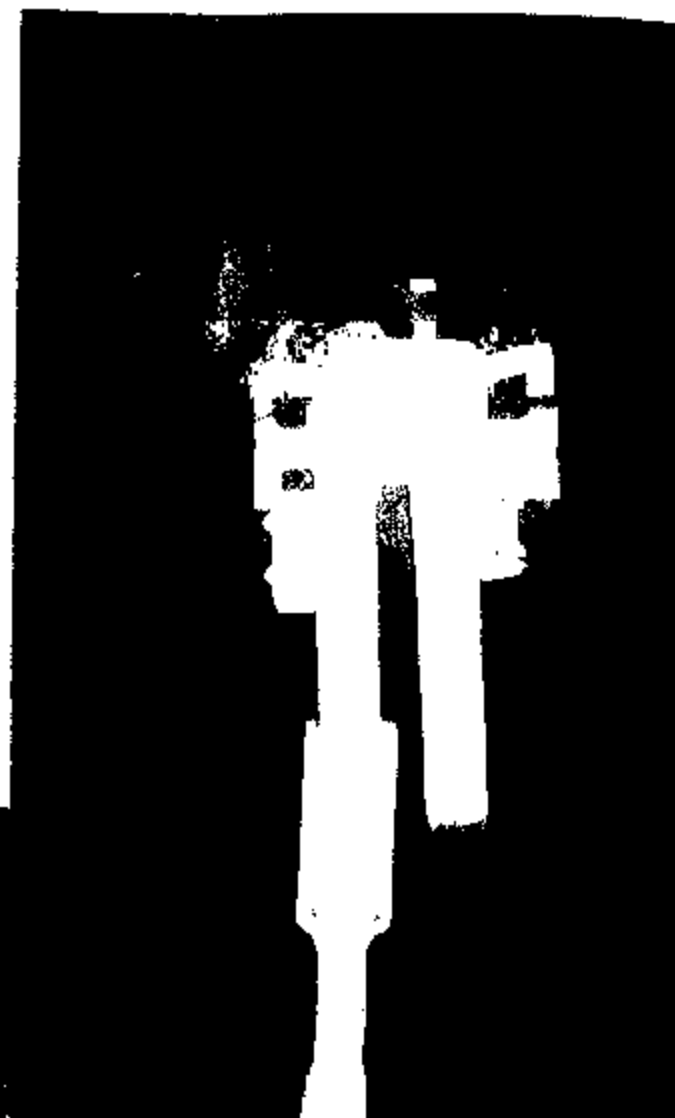
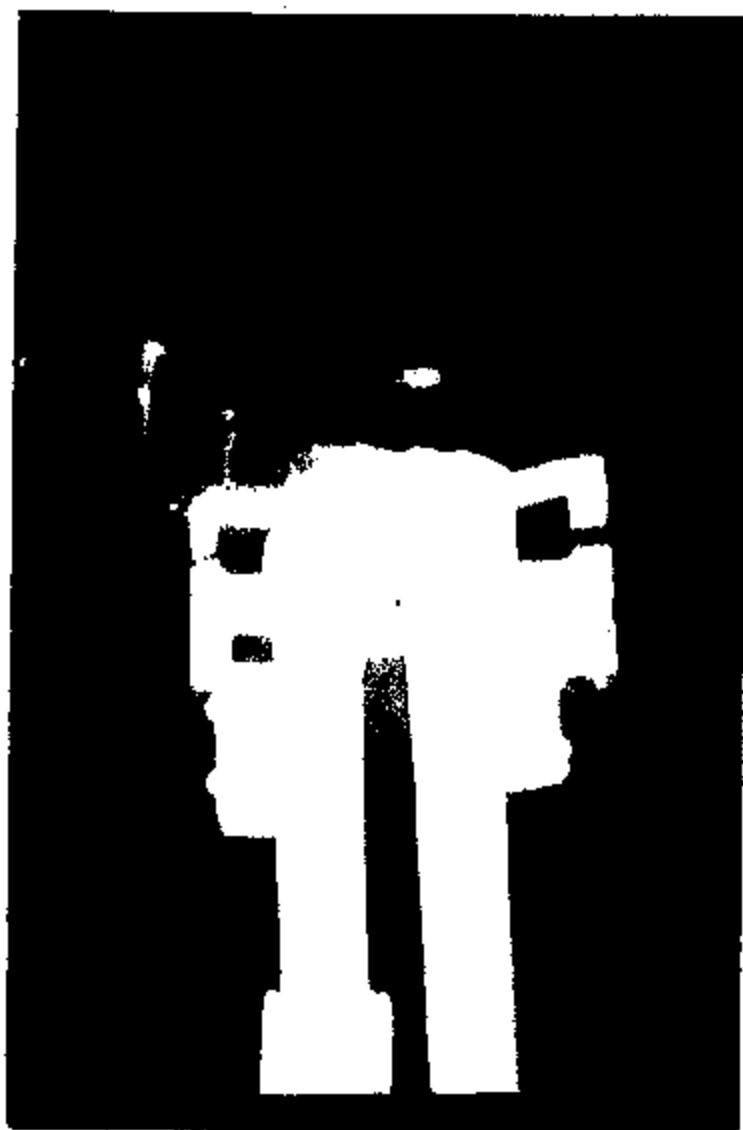
END

Figure 1

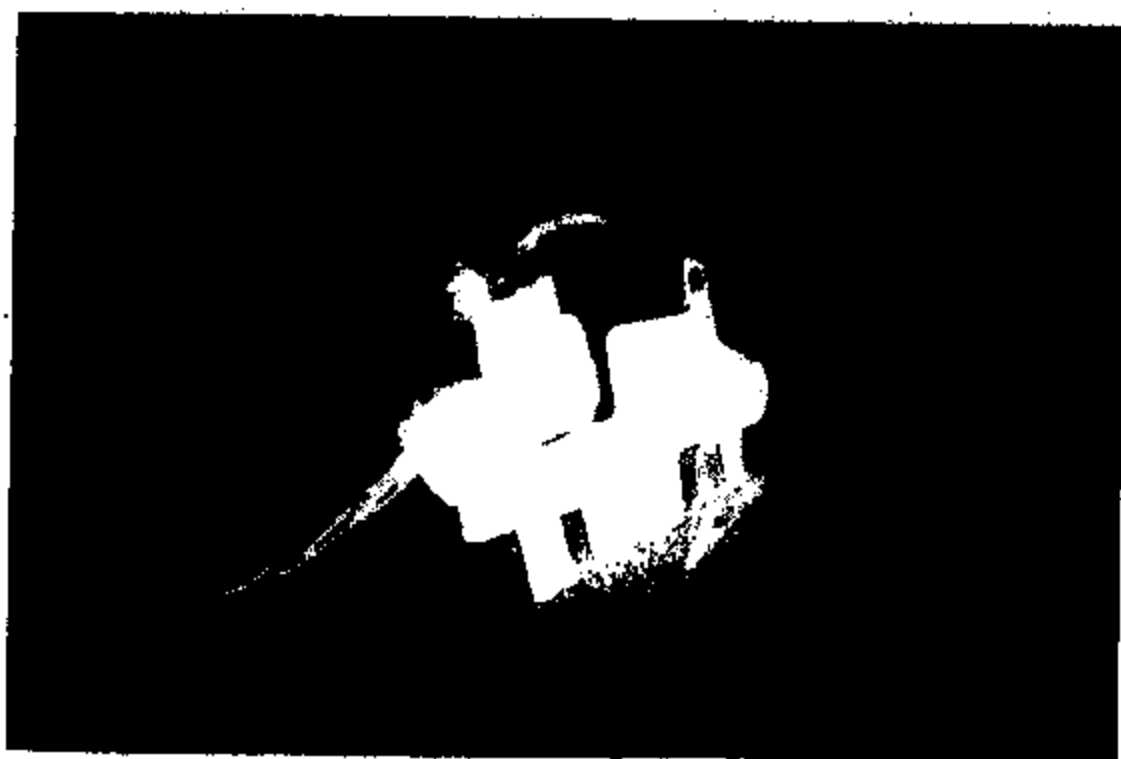
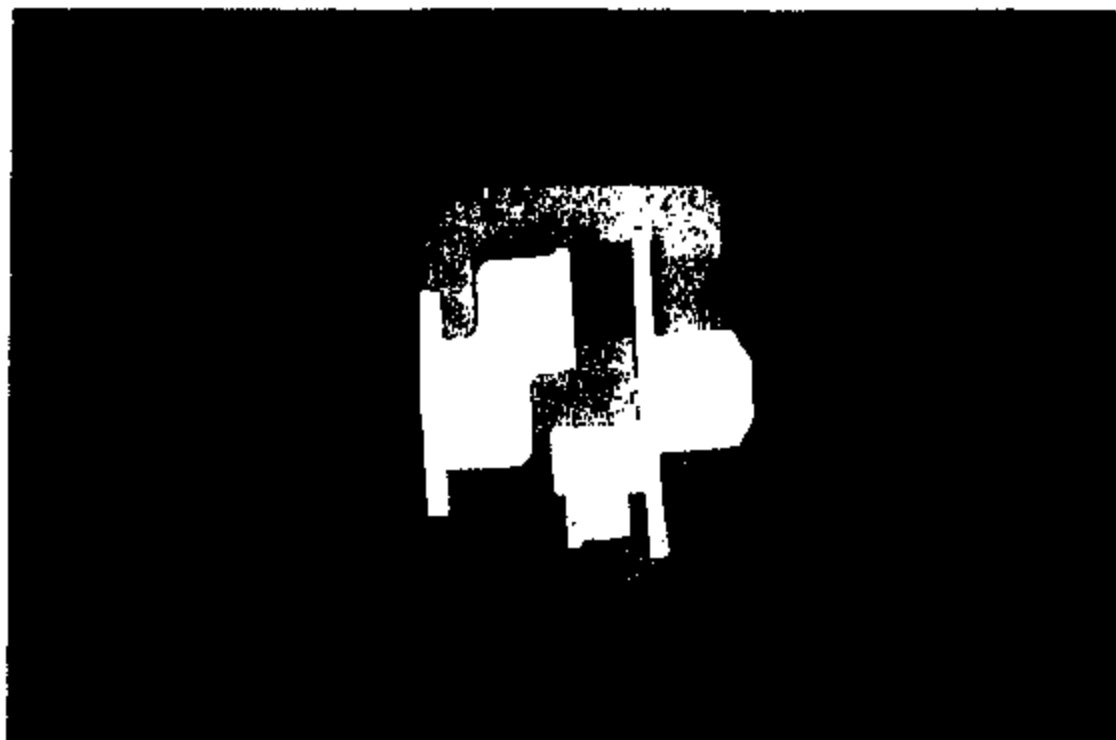


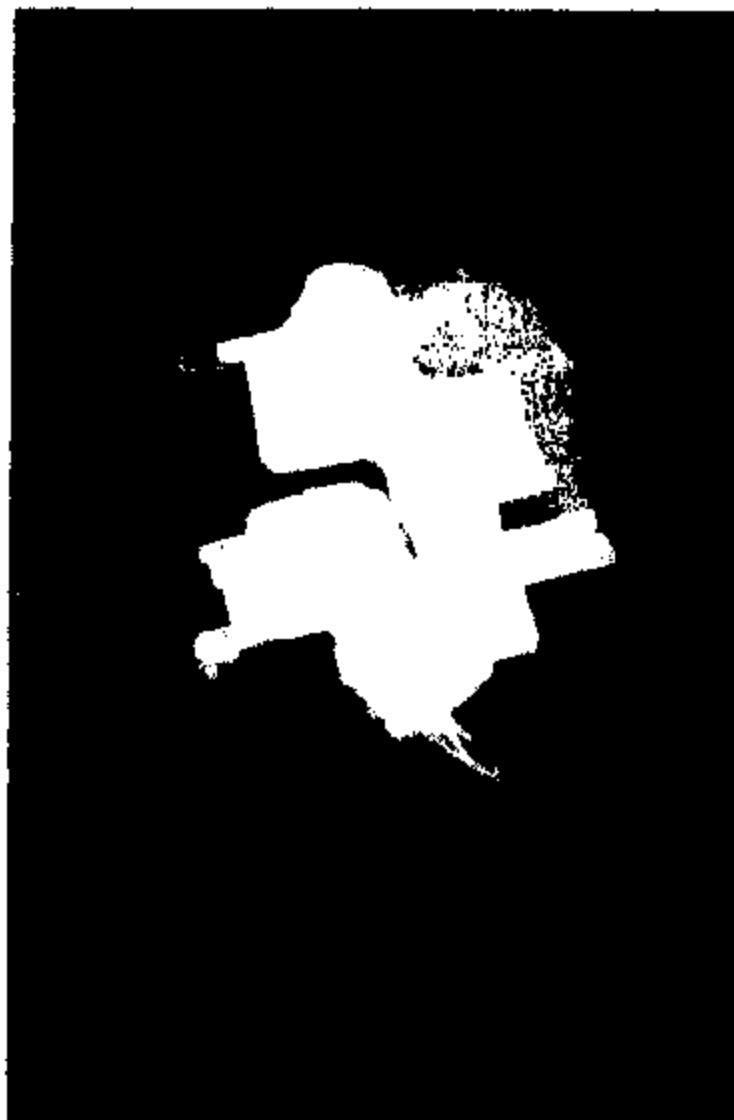




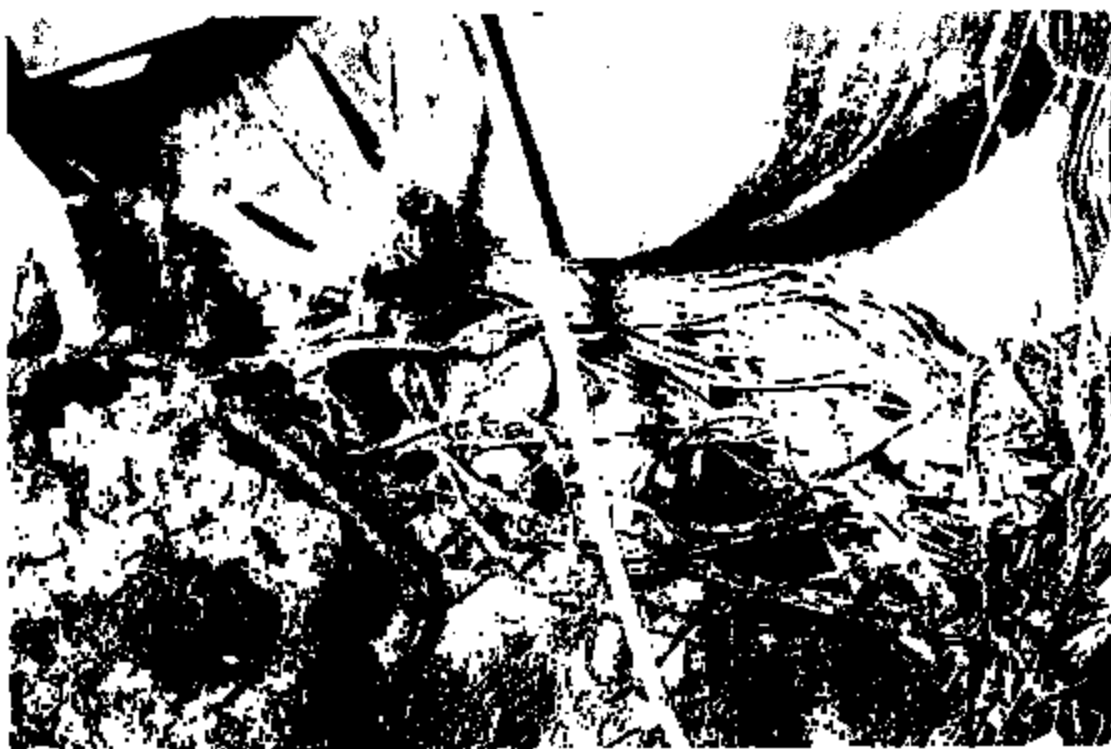


2902-525 36004















PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No. 1

Date Taken 10-31-02

By R. DeLeon

Location and View

Insd risk,
SW Corner



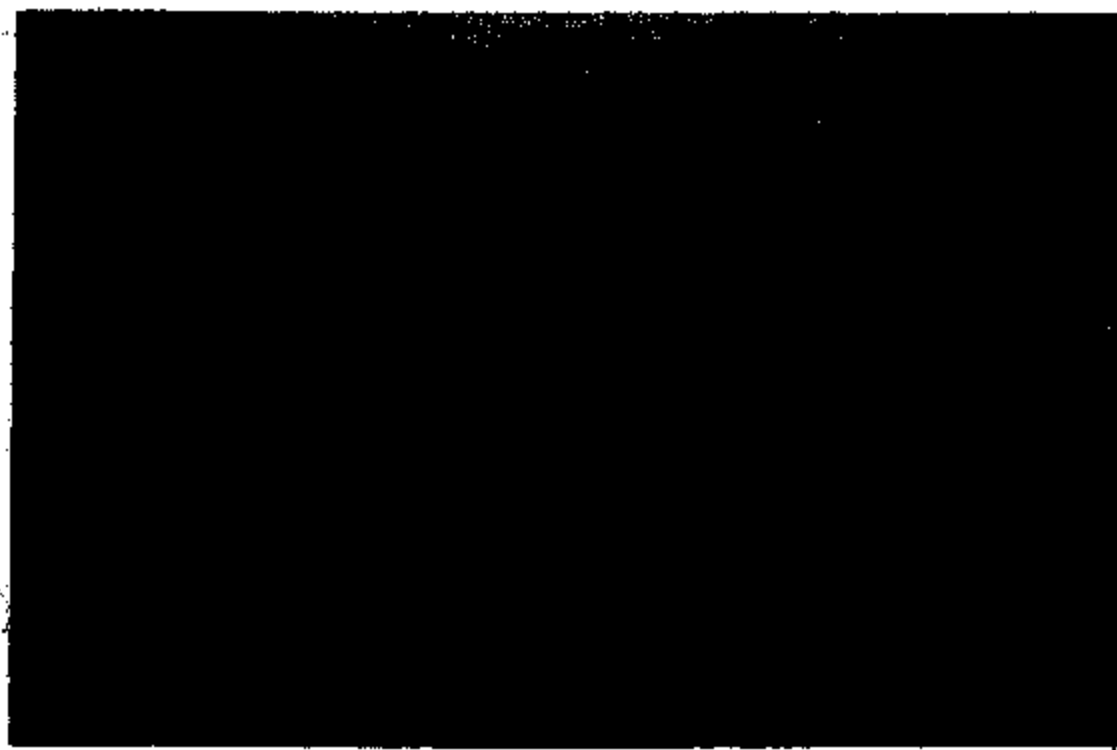
Photo No. 2

Date Taken 10-31-02

By R. DeLeon

Location and View

SE Corner



PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL



Photo No. 3

Date Taken 10-31-02

By R. DeLeon

Location and View

facing garage



Photo No. 4

Date Taken 10-31-02

By R. DeLeon

Location and View

NW Corner

PHOTOS

Company ALLSTATE INS. CO. Date of Loss: 10-29-02
 Insured [REDACTED] Claim No. [REDACTED]
 Claimant [REDACTED] Adjuster Richard DeLeon
 Policy No. [REDACTED] Our No. 01-22998 RDL



Photo No. 5

Date Taken 10-31-02

By R. DeLeon

Location and View garage roof

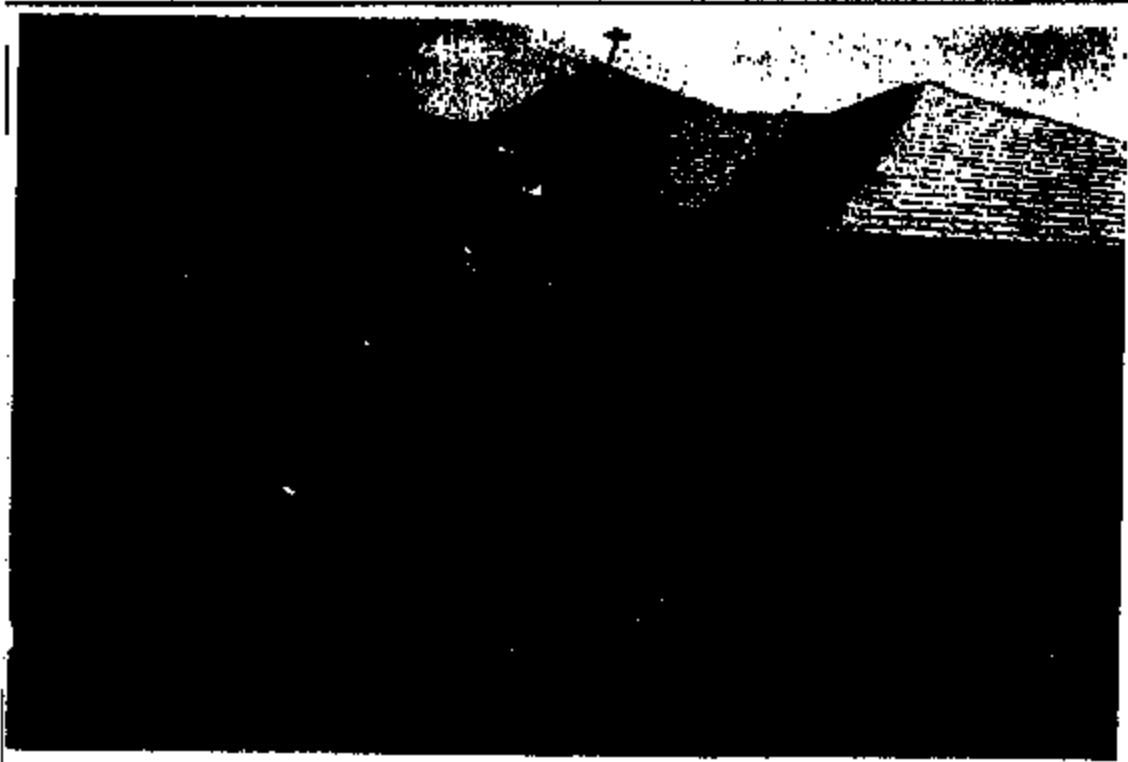


Photo No. 6

Date Taken 10-31-02

By R. DeLeon

Location and View 2nd Story

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No.

1

Date Taken

10-31-02

By

R. DeLeon

Location and View

aluminum ridge
vents - melt

Photo No.

8

Date Taken

10-31-02

By

R. DeLeon

Location and View

hole on second
story

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

9

Date Taken

10-31-02

By

R. DeLeon

Location and View

other view

Photo No.

10

Date Taken

10-31-02

By

R. DeLeon

Location and View

View of garage
roof

PHOTOS

Company ALLSTATE INS. CO. Date of Loss: 10-29-02
 Insured [REDACTED] Claim No. [REDACTED]
 Claimant [REDACTED] Adjuster Richard DeLeon
 Policy No. [REDACTED] Our No. 01-22998 RDL



Photo No. 11
 Date Taken 10-31-02
 By R. DeLeon

Location and View 2nd Story
roof

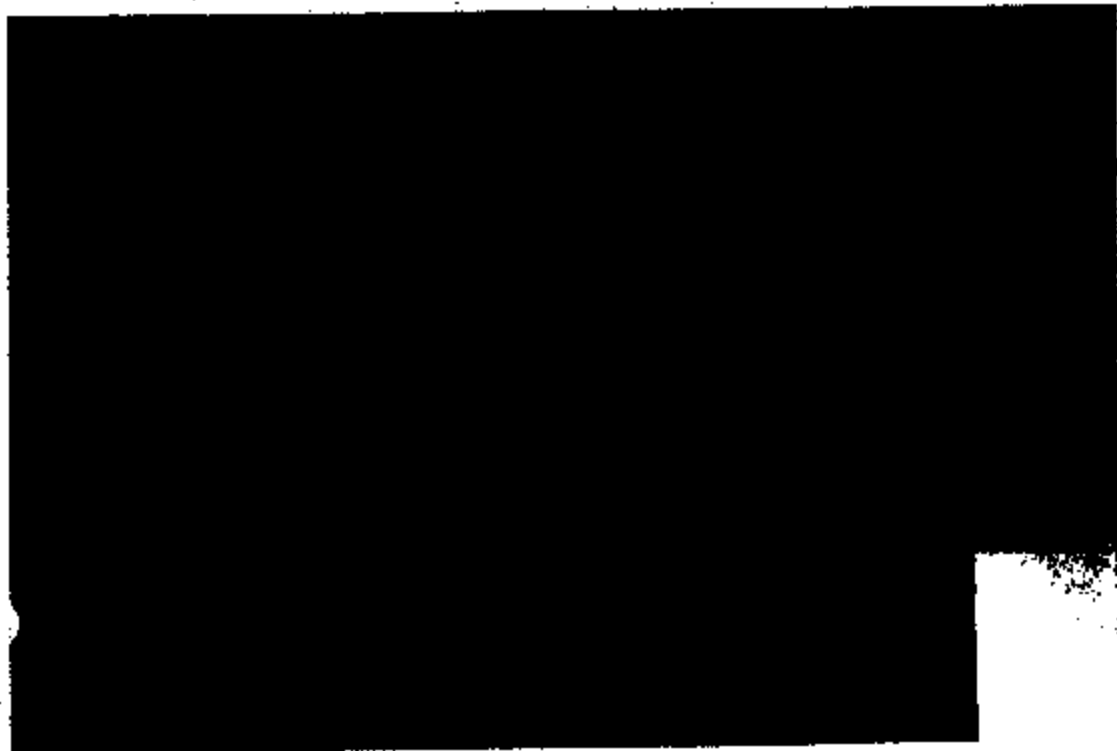


Photo No. 12
 Date Taken 10-31-02
 By R. DeLeon

Location and View 2nd Story
Goffit
Passion &
Vents

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No. [REDACTED]

Claimant

Adjuster Richard DeLeon

Policy No. [REDACTED]

Our No. 01-22998 RDL

Photo No. 13

Date Taken 10-31-02

By R. DeLeon

Location and View Other view

Photo No. 14

Date Taken 10-31-02

By R. DeLeon

Location and View Other view

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No.

15

Date Taken

10-31-02

By

R. DeLeon

Location and View

Charred
decking

Photo No.

16

Date Taken

10-31-02

By

R. DeLeon

Location and View

Wooden vent-
g.Hic

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No.

17

Date Taken

10-31-02

By

R. DeLeon

Location and View

View of gara
vehicle inside

Photo No.

18

Date Taken

10-31-02

By

R. DeLeon

Location and View

Wash room -
Utility

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL



Photo No.

19

Date Taken

10-31-02

By

R. DeLeon

Location and View

4/C Unit in
office

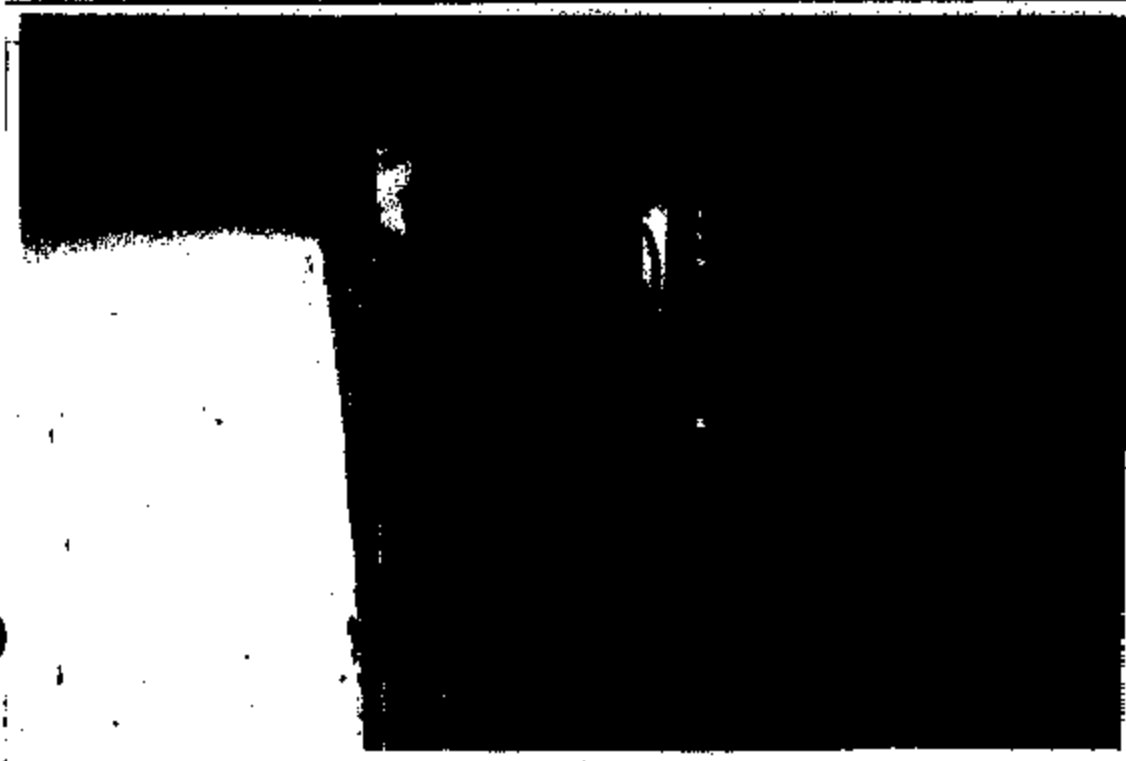


Photo No.

20

Date Taken

10-31-02

By

R. DeLeon

Location and View

View of vehicle
facing garage

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

21

Date Taken

10-31-02

By

R. DeLeon

Location and View

Master Bedroom

Photo No.

22

Date Taken

10-31-02

By

R. DeLeon

Location and View

Master Bedroom

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

23

Date Taken

10-31-02

By

R. DeLeon

Location and View

Master Bedroom

Photo No.

24

Date Taken

10-31-02

By

R. DeLeon

Location and View

Kitchen

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

25

Date Taken

10-31-02

By

R. DeLeon

Location and View

Upper cabinets

Photo No.

26

Date Taken

10-31-02

By

R. DeLeon

Location and View

Upper Cabinets
Blisters on
wood trim

PHOTOS

Company ALLSTATE INS. CO. Date of Loss: 10-29-02
 Insured [REDACTED] Claim No. [REDACTED]
 Claimant [REDACTED] Adjuster Richard DeLeon
 Policy No. [REDACTED] Our No. 01-22998 RDL

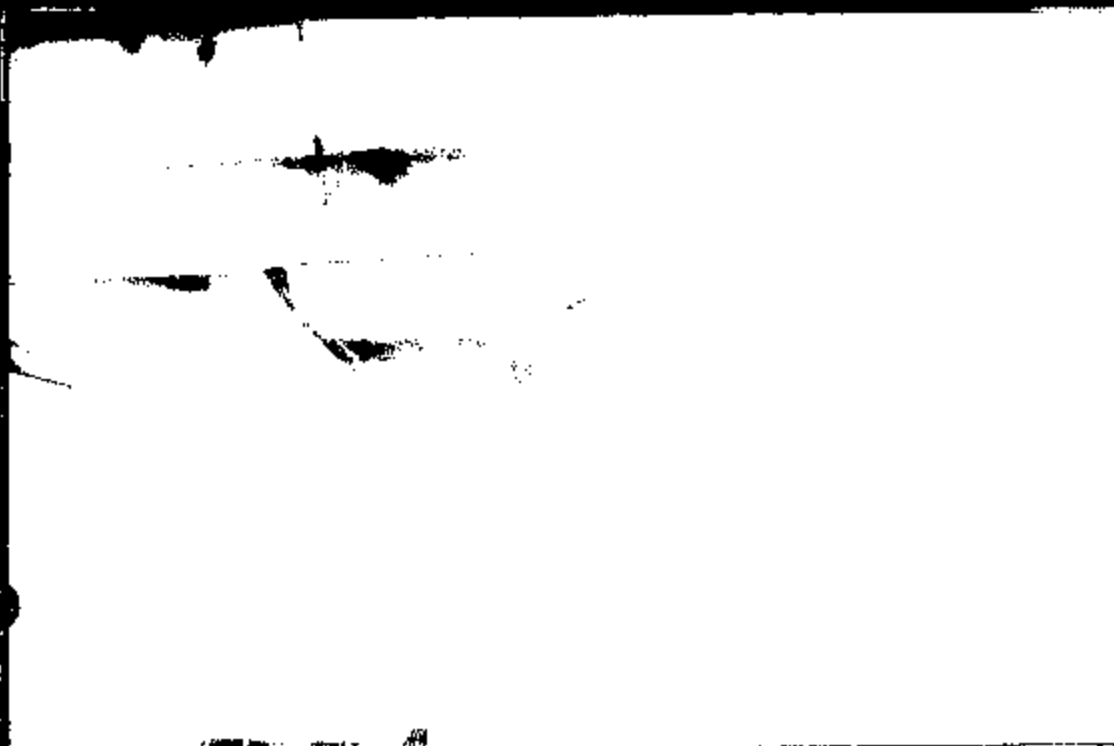


Photo No. 27
 Date Taken 10-31-02
 By R. DeLeon

Location and View Family Room

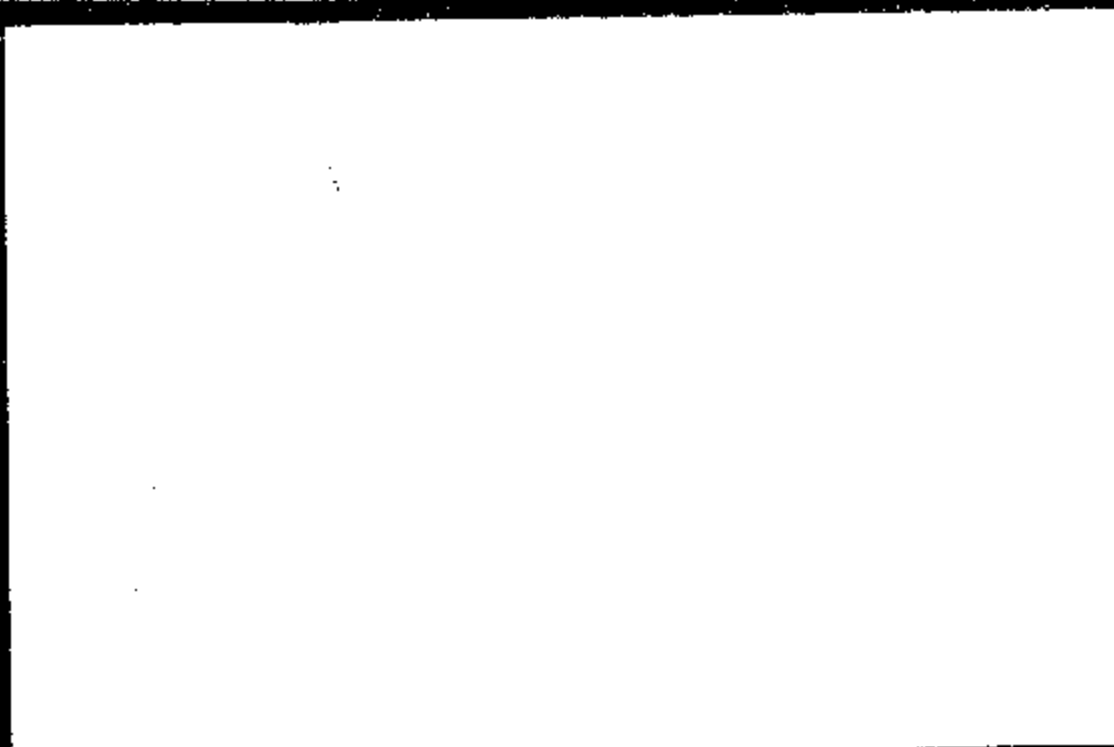


Photo No. 28
 Date Taken 10-31-02
 By R. DeLeon

Location and View Close up view of insulation

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon
01-22998 RDL

Policy No.

Our No.

Photo No.

29

Date Taken

10-31-02

By

R. DeLeon

Location and View

Nook

Photo No.

30

Date Taken

10-31-02

By

R. DeLeon

Location and View

Family room

PHOTOS

Company ALLSTATE F&S CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon
01-22998 RDL

Policy No.

Our No.

Photo No. 31

Date Taken 10-31-02

By R. DeLeon

Location and View

family room

Photo No. 32

Date Taken 10-31-02

By R. DeLeon

Location and View

Entrance
Transom

PHOTOS

Company ALLSTATE F&S CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Cur No.

01-22998 RDL

Photo No.

33

Date Taken

10-31-02

By

R. DeLeon

Location and View

Stairway

Photo No.

34

Date Taken

10-31-02

By

R. DeLeon

Location and View

Bedroom,
2nd Story

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

35

Date Taken

10-31-02

By

R. DeLeon

Location and View

Formal Living

Room

Photo No.

36

Date Taken

10-31-02

By

R. DeLeon

Location and View

Dining room

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Cur No.

01-22998 RDL

Photo No. 37

Date Taken 10-31-02

By R. DeLeon

Location and View

Pantry

Photo No. 38

Date Taken 10-31-02

By R. DeLeon

Location and View

Dining room

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

39

Date Taken

10-31-02

By

R. DeLeon

Location and View

Entrance / Foyer
High Grade
Chandelier

Photo No.

40

Date Taken

10-31-02

By

R. DeLeon

Location and View

Bedroom ceiling

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No. 41

Date Taken 10-31-02

By R. DeLeon

Location and View

Master Bath

Photo No. 42

Date Taken 10-31-02

By R. DeLeon

Location and View

Master Shower Stall

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No.

43

Date Taken

10-31-02

By

R. DeLeon

Location and View

Toilet room

Photo No.

44

Date Taken

10-31-02

By

R. DeLeon

Location and View

Master Closet

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured _____

Claim No. _____

Claimant _____

Adjuster Richard DeLeon

Policy No. _____

Our No. 01-22998 RDL

Photo No. 45

Date Taken 10-31-02

By R. DeLeon

Location and View

Entrance to
Master Bath

Photo No. 46

Date Taken 10-31-02

By R. DeLeon

Location and View

bed Hall
Bath up
stairs

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

47

Date Taken

10-31-02

By

R. DeLeon

Location and View

toilet + tub
Upstairs

Photo No.

48

Date Taken

10-31-02

By

R. DeLeon

Location and View

Bedroom upstairs

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

49

Date Taken

10-31-02

By

R. DeLeon

Location and View

Bedroom upstairs

Photo No.

50

Date Taken

10-31-02

By

R. DeLeon

Location and View

bedroom
upstairs

800-825 3636

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No. 51

Date Taken 10-31-02

By R. DeLeon

Location and View

bedroom
upstairs

Photo No. 52

Date Taken 10-31-02

By R. DeLeon

Location and View

Attic

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No. 53

Date Taken 10-31-02

By R. DeLeon

Location and View

Walk-in
closet cabinet

Photo No. 54

Date Taken 10-31-02

By R. DeLeon

Location and View

Kitchen
appliance

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

55

Date Taken

10-31-02

By

R. DeLeon

Location and View

Stone

Photo No.

56

Date Taken

10-31-02

By

R. DeLeon

Location and View

Upper Cabinet

PHOTOS

Company ALLSTATE INS. CO. Date of Loss: 10-29-02
 Insured [REDACTED] Claim No. [REDACTED]
 Claimant [REDACTED] Adjuster Richard DeLeon
 Policy No. [REDACTED] Our No. 01-22998 RDL



Photo No. 57
 Date Taken 10-31-02
 By R. DeLeon

Location and View

Bedroom
Upstairs

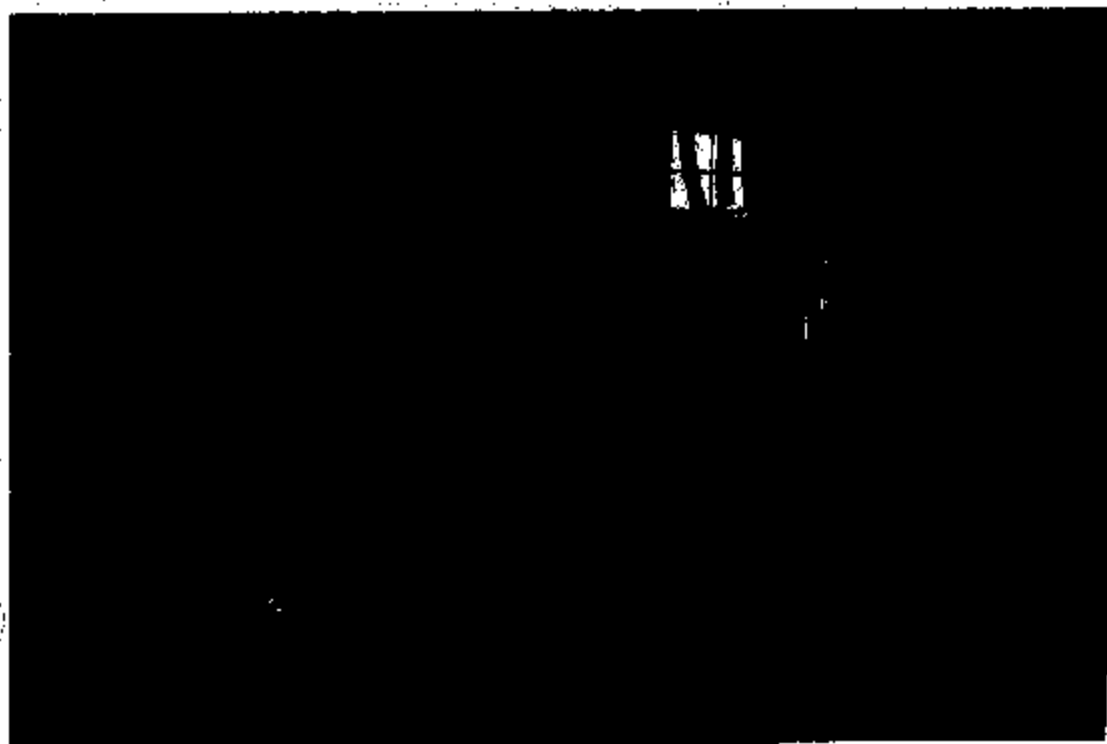


Photo No. 58
 Date Taken 10-31-02
 By R. DeLeon

Location and View

Hallway
Upstairs

PHOTOS

Company ALLSTATE INS. CO. Date of Loss: 10-29-02
 Insured [REDACTED] Claim No. [REDACTED]
 Claimant [REDACTED] Adjuster Richard DeLeon
 Policy No. [REDACTED] Our No. 01-22998 RDL

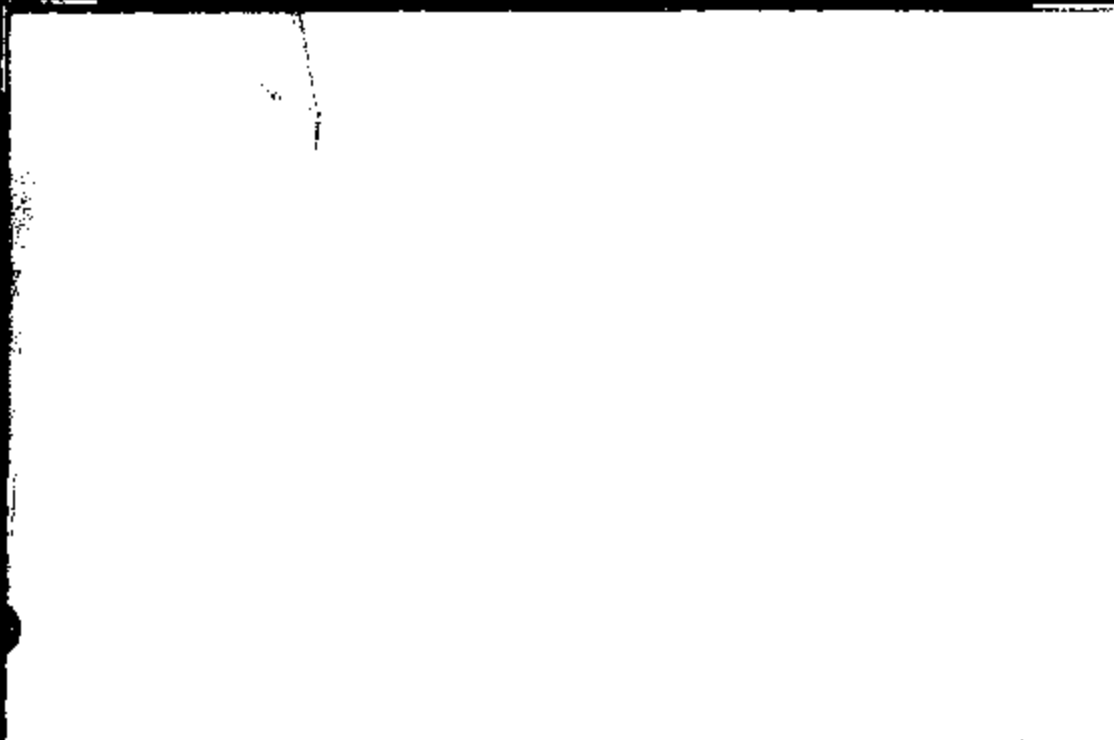


Photo No. 59
 Date Taken 10-31-02
 By R. DeLeon
 Location and View Hallway upstairs



Photo No. 60
 Date Taken 10-31-02
 By R. DeLeon
 Location and View Master Bath

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

City No.

01-22998 RDL

Photo No.

61

Date Taken

10-31-02

By

R. DeLeon

Location and View

Master Bath

Photo No.

62

Date Taken

10-31-02

By

R. DeLeon

Location and View

Master Bedroom

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No. _____

Claimant

Adjuster

Richard DeLeon

Policy No.

Cur No.

01-22998 RDL

Photo No.

63

Date Taken

10-31-02

By

R. DeLeon

Location and View

tile flooring

Photo No.

64

Date Taken

10-31-02

By

R. DeLeon

Location and View

hall bath

PHOTOS

Company ALLSTATE INS CO

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

65

Date Taken

10-31-02

By

R. DeLeon

Location and View

Hall Bath

Photo No.

66

Date Taken

10-31-02

By

R. DeLeon

Location and View

Wood Flooring

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No. 67

Date Taken 10-31-02

By R. DeLeon

Location and View

Chandelier
Entrance Foyer

Photo No. 68

Date Taken 10-31-02

By R. DeLeon

Location and View

A/C ductwork

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No. 69

Date Taken 10-31-02

By R. DeLeon

Location and View

Carpet & pad

Photo No. 70

Date Taken 10-31-02

By R. DeLeon

Location and View

Ceiling fans

PHOTOS

Company ALLSTATE F.N.S. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Car No.

Richard DeLeon
01-22998 RDL

Photo No. 71

Date Taken 10-31-02

By R. DeLeon

Location and View

Five floor

Photo No. 72

Date Taken 10-31-02

By R. DeLeon

Location and View

Townson -
Foyer



PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No. [REDACTED]

Claimant

Adjuster Richard DeLeon

Policy No.

Our No. 01-22998 RDL

Photo No. 73

Date Taken 10-31-02

By R. DeLeon

Location and View

front door
entrance

Photo No. 74

Date Taken 10-31-02

By R. DeLeon

Location and View

formal
living room
ceiling fan

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

75

Date Taken

10-31-02

By

R. DeLeon

Location and View

Office Room

Photo No.

76

Date Taken

10-31-02

By

R. DeLeon

Location and View

Bar Area

2002-025 30540

PHOTOS

Company ALLSTATE INS. CO. Date of Loss: 10-29-02
 Insured [REDACTED] Claim No. [REDACTED]
 Claimant [REDACTED] Adjuster Richard DeLeon
 Policy No. [REDACTED] Our No. 01-22998 RDL

Photo No. 77
 Date Taken 10-31-02
 By R. DeLeon

Location and View
Bar Ceiling

Photo No. 78
 Date Taken 10-31-02
 By R. DeLeon

Location and View
built-in
Refrigerator
at bar area

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Richard DeLeon

Policy No.

Our No.

01-22998 RDL

Photo No.

79

Date Taken

10-31-02

By

R. DeLeon

Location and View

Offie Bath

Photo No.

80

Date Taken

10-31-02

By

R. DeLeon

Location and View

Ceiling

PHOTOS

Company ALLSTATE INS. CO.

Date of Loss: 10-29-02

Insured

Claim No.

Claimant

Adjuster

Policy No.

Our No.

Richard DeLeon
01-22998 RDL

Photo No.

81

Date Taken

10-31-02

By

R. DeLeon

Location and View

Alarm

Photo No.

Date Taken

10-31-02

By

R. DeLeon

Location and View

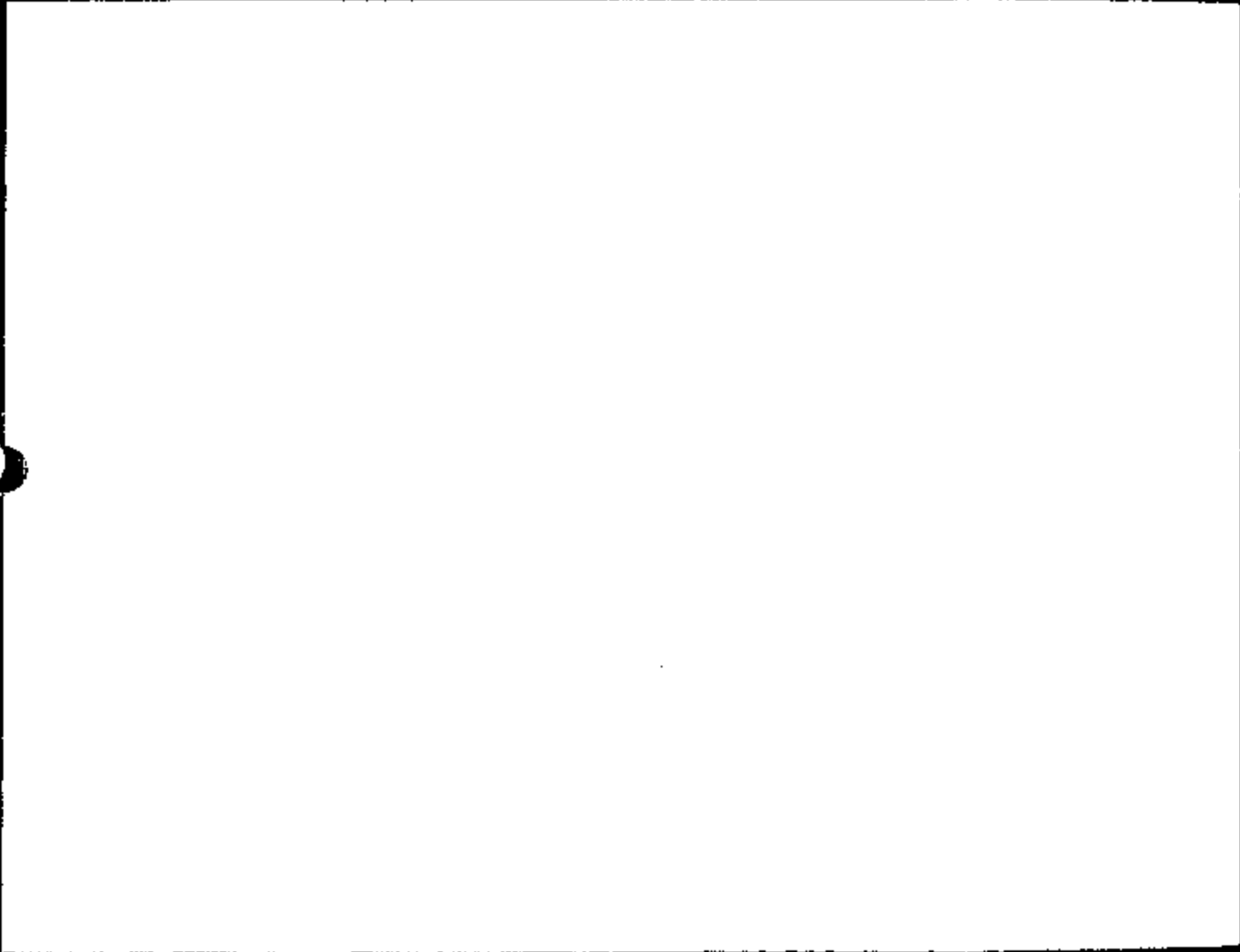




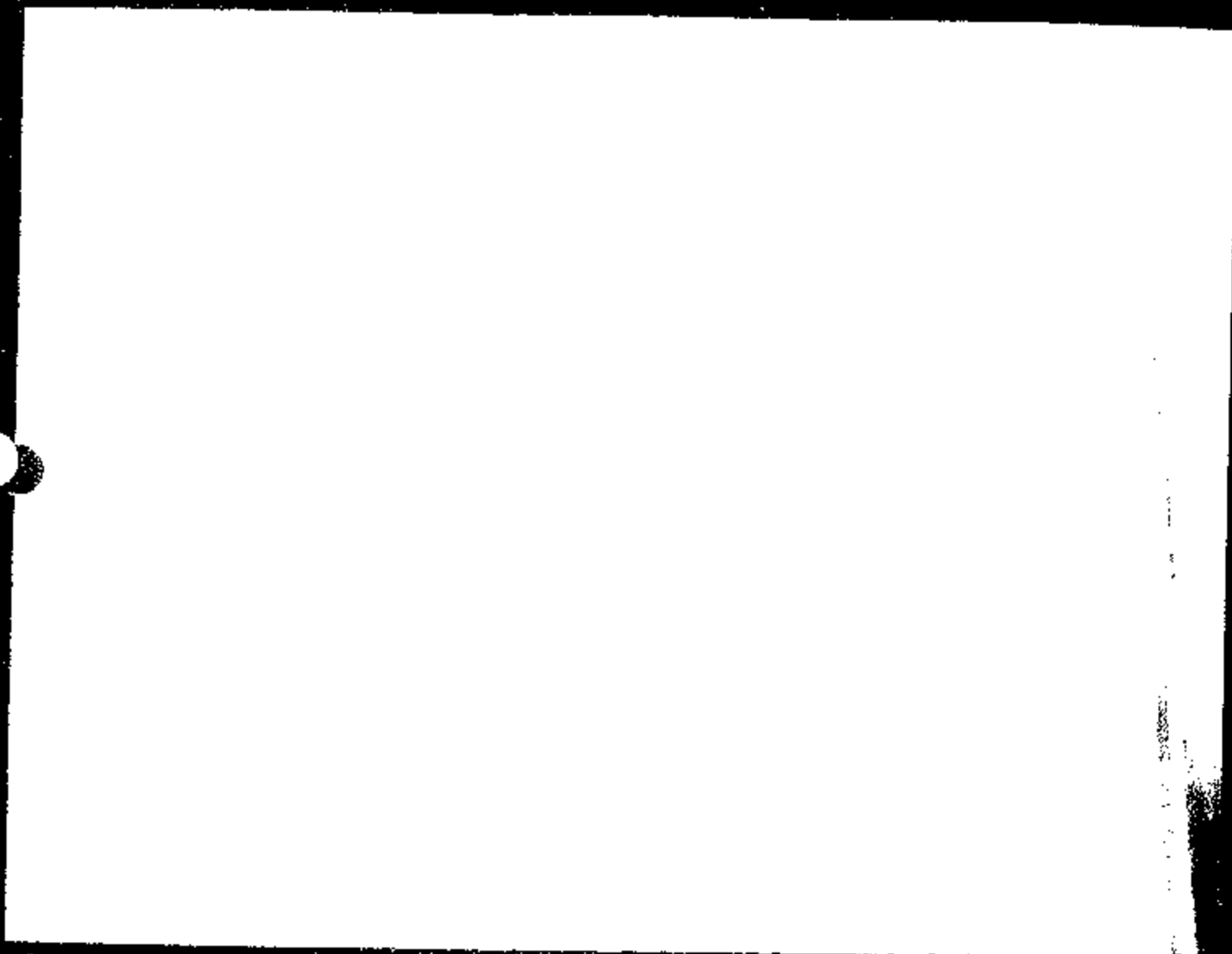


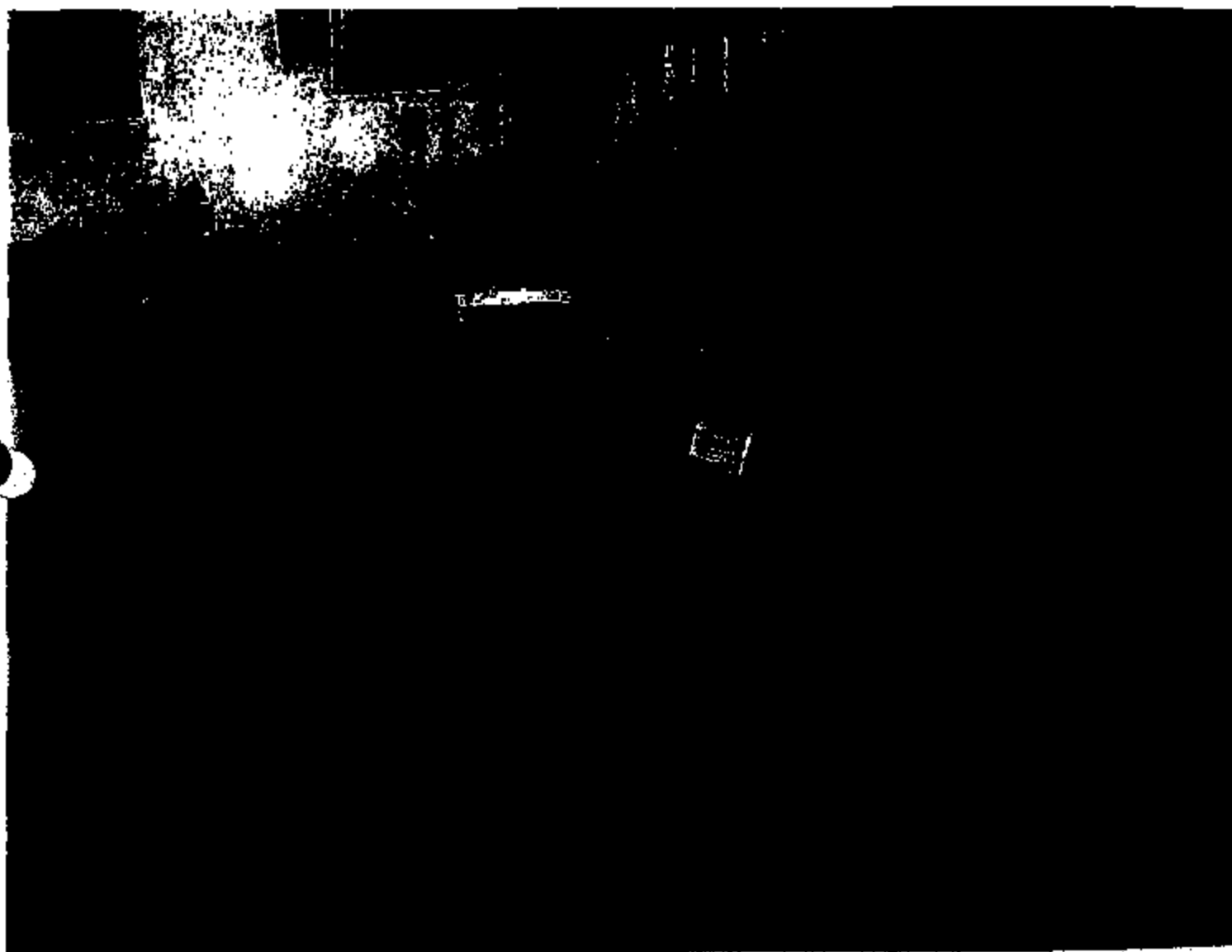


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2002-025 30057









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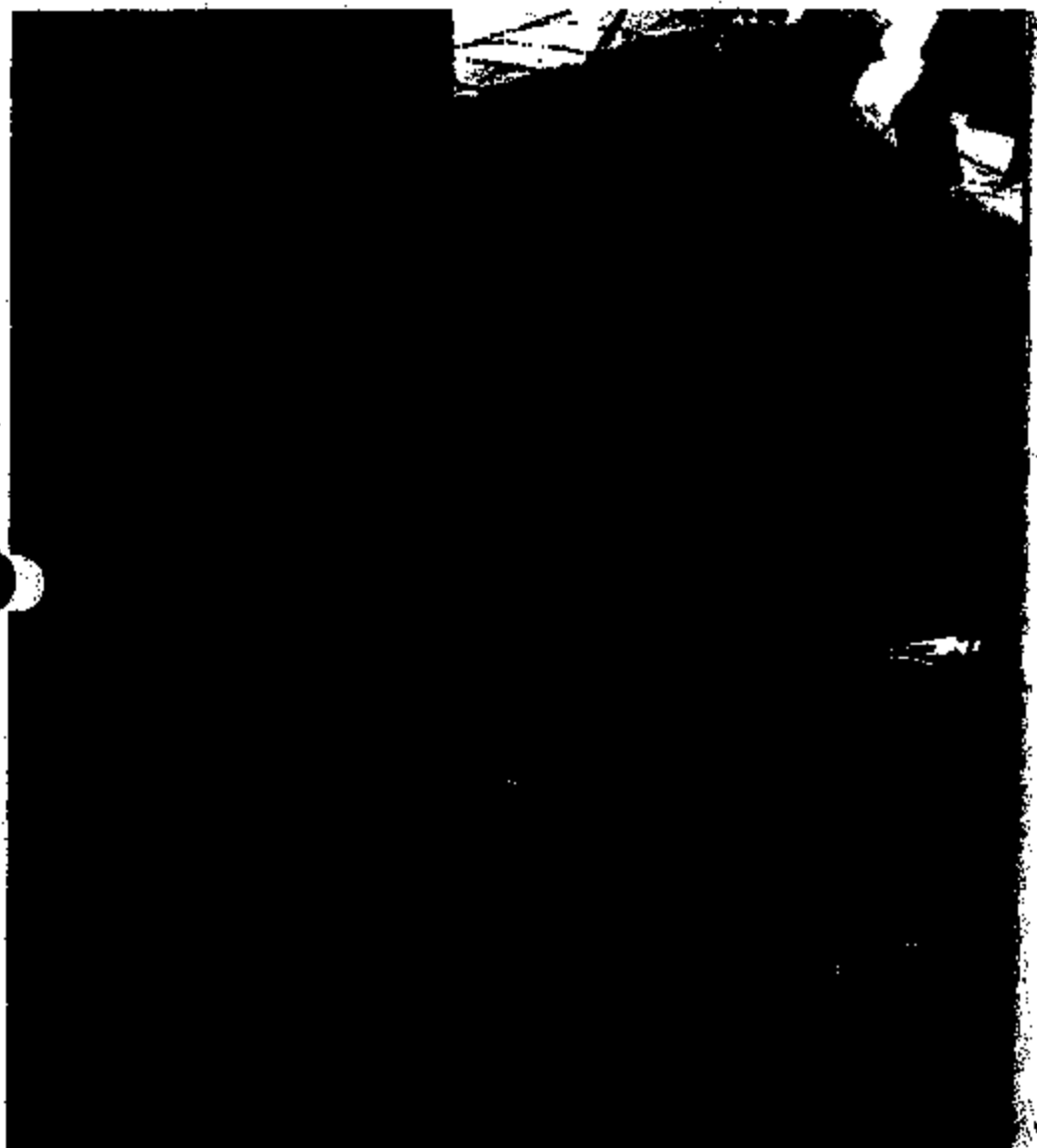






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31 1:00 PM





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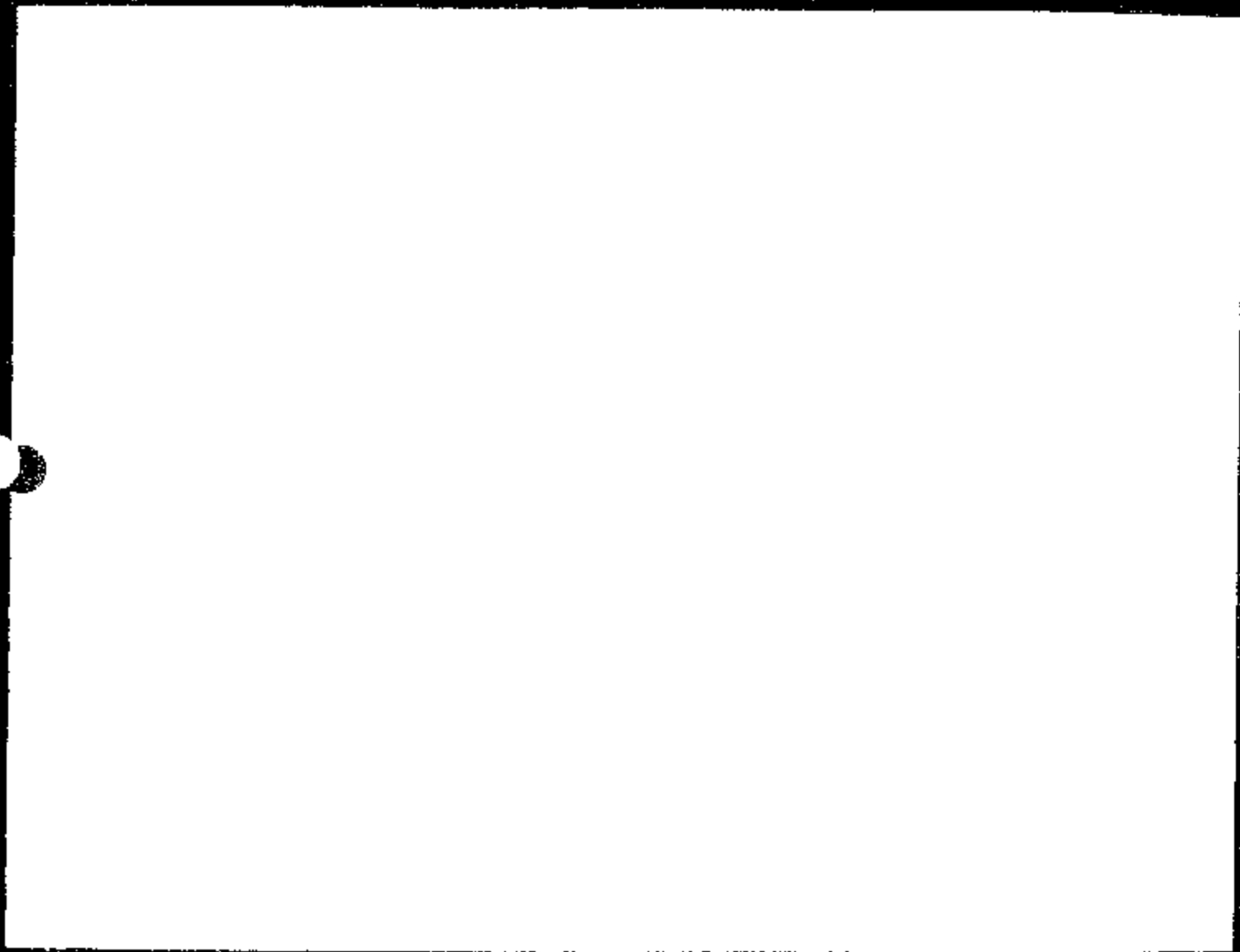


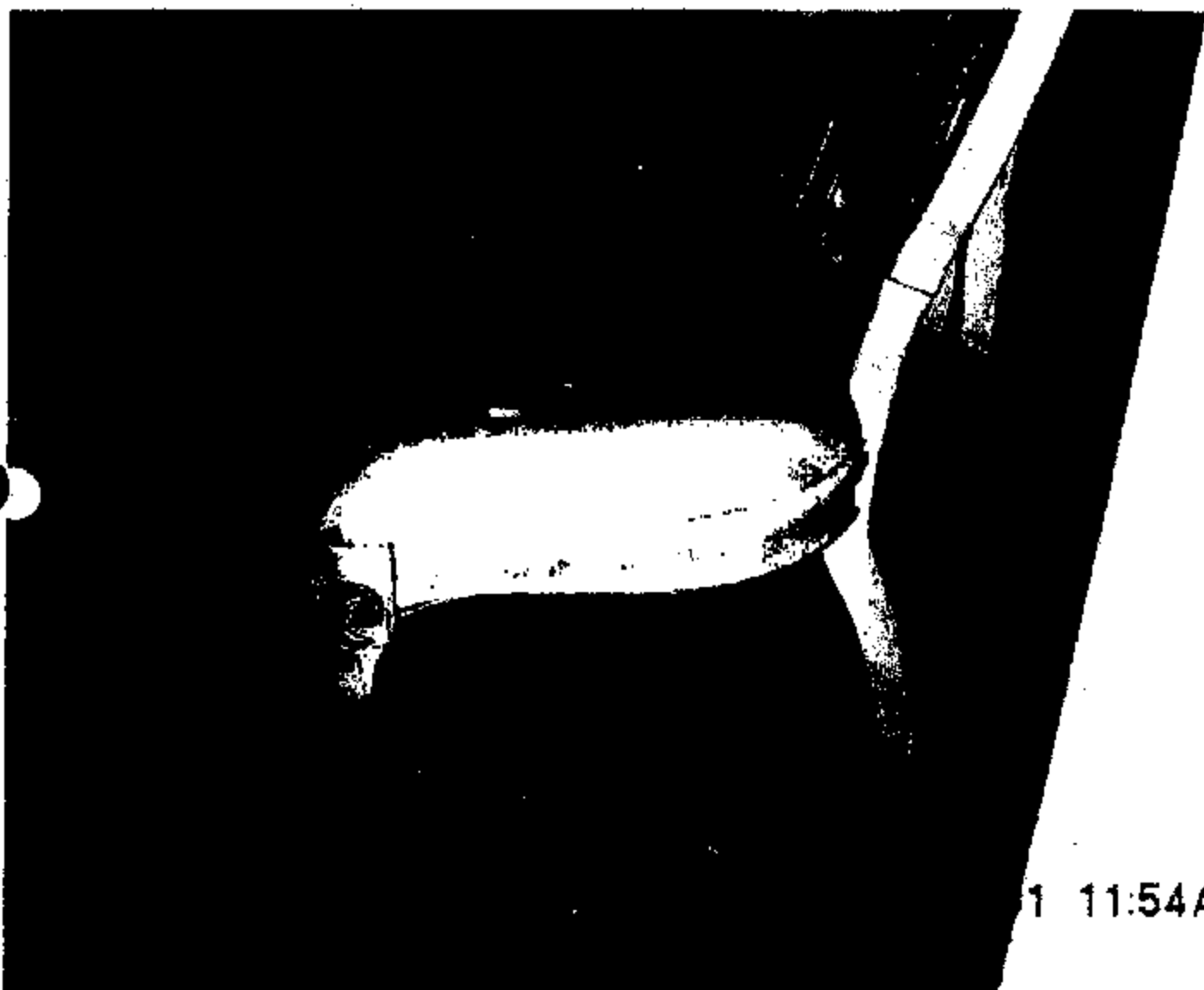
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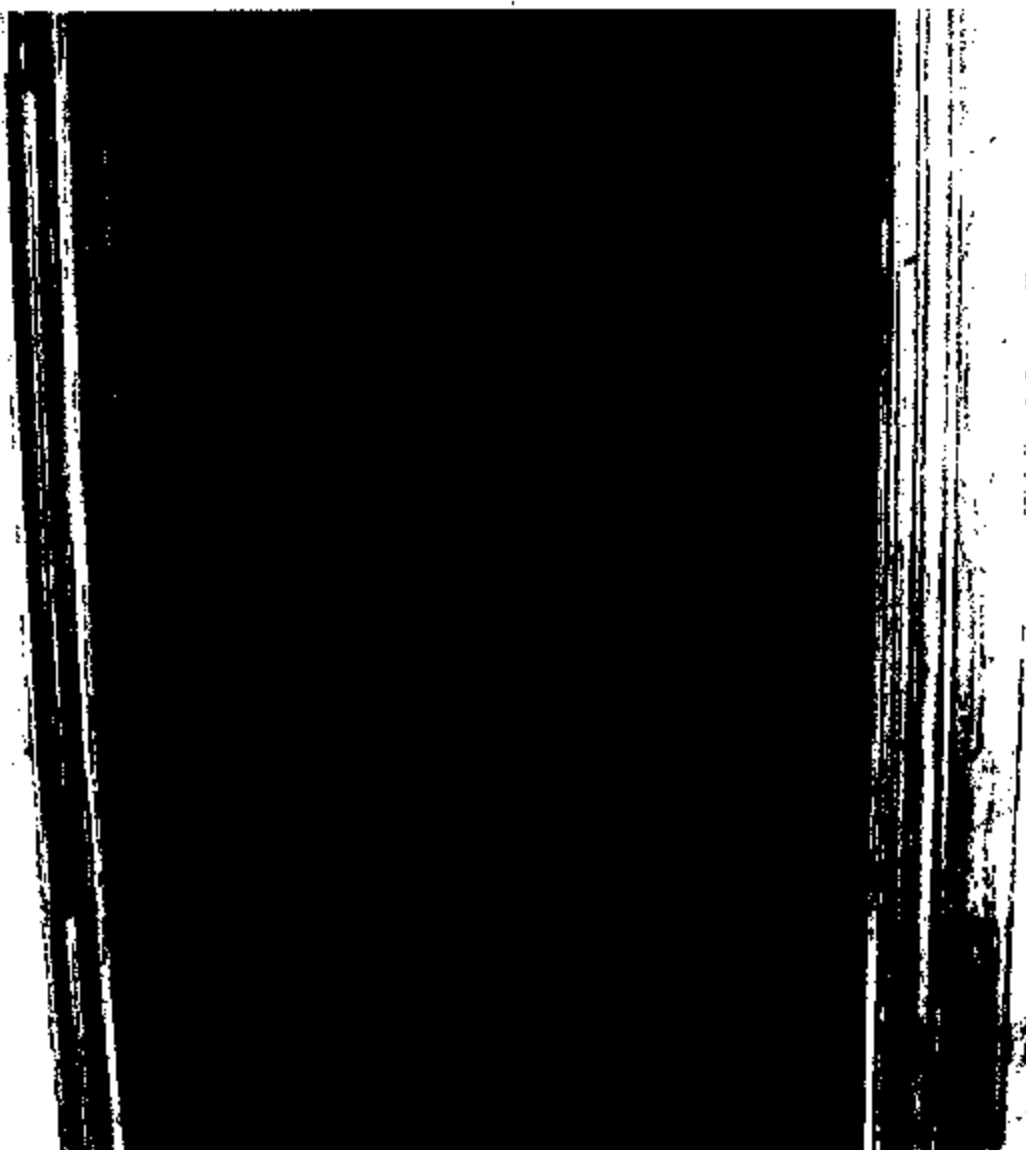
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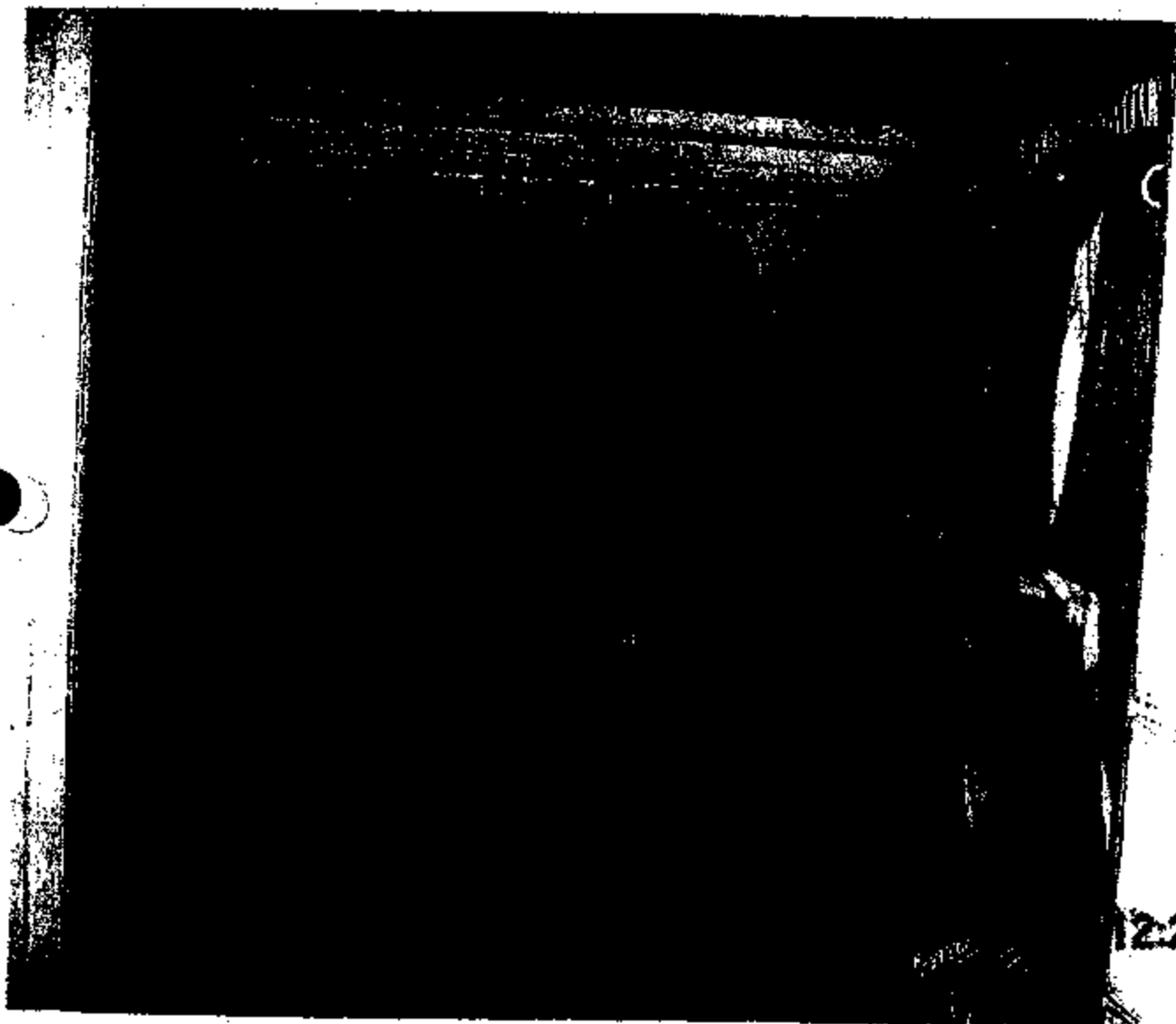


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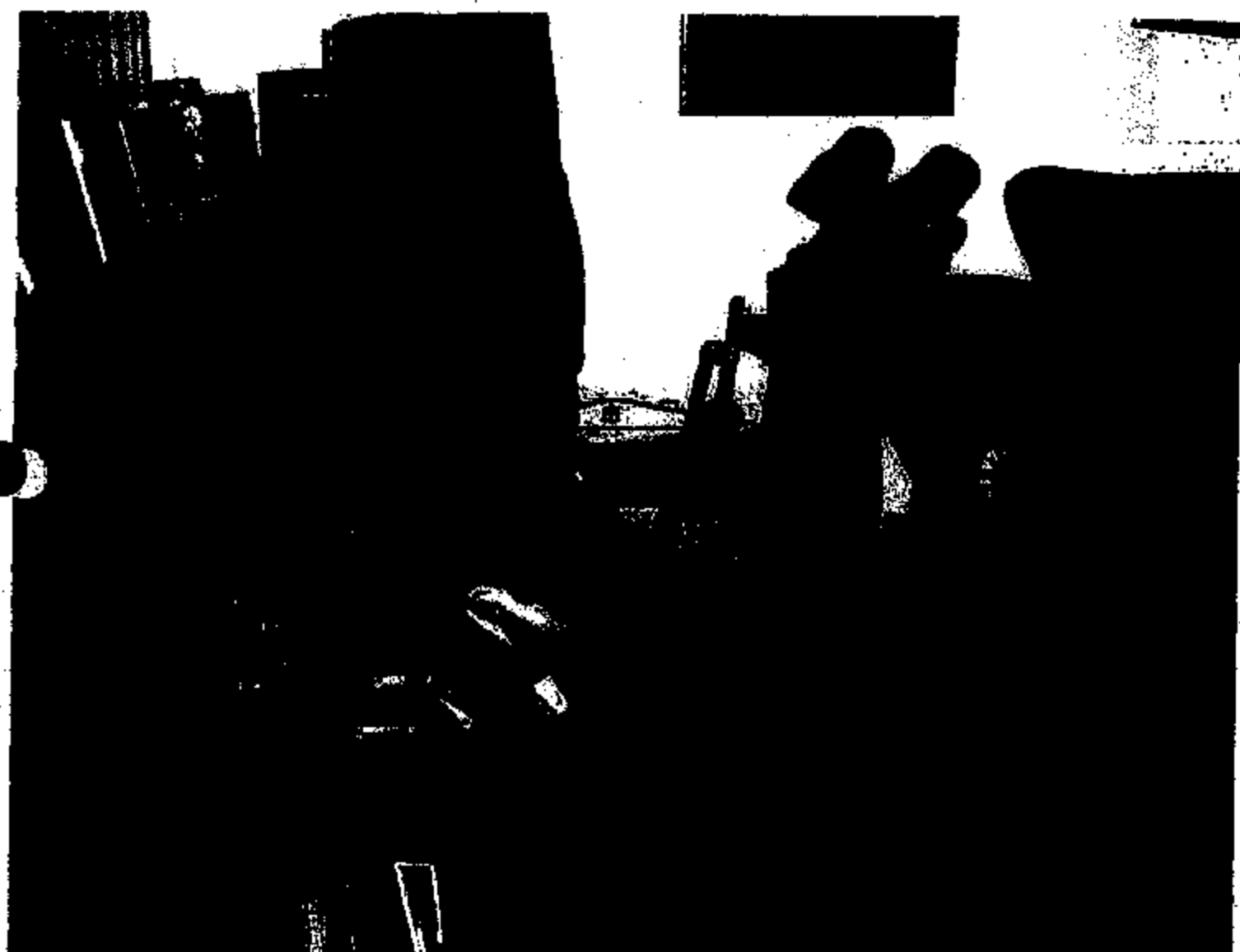


ER02-025 38877





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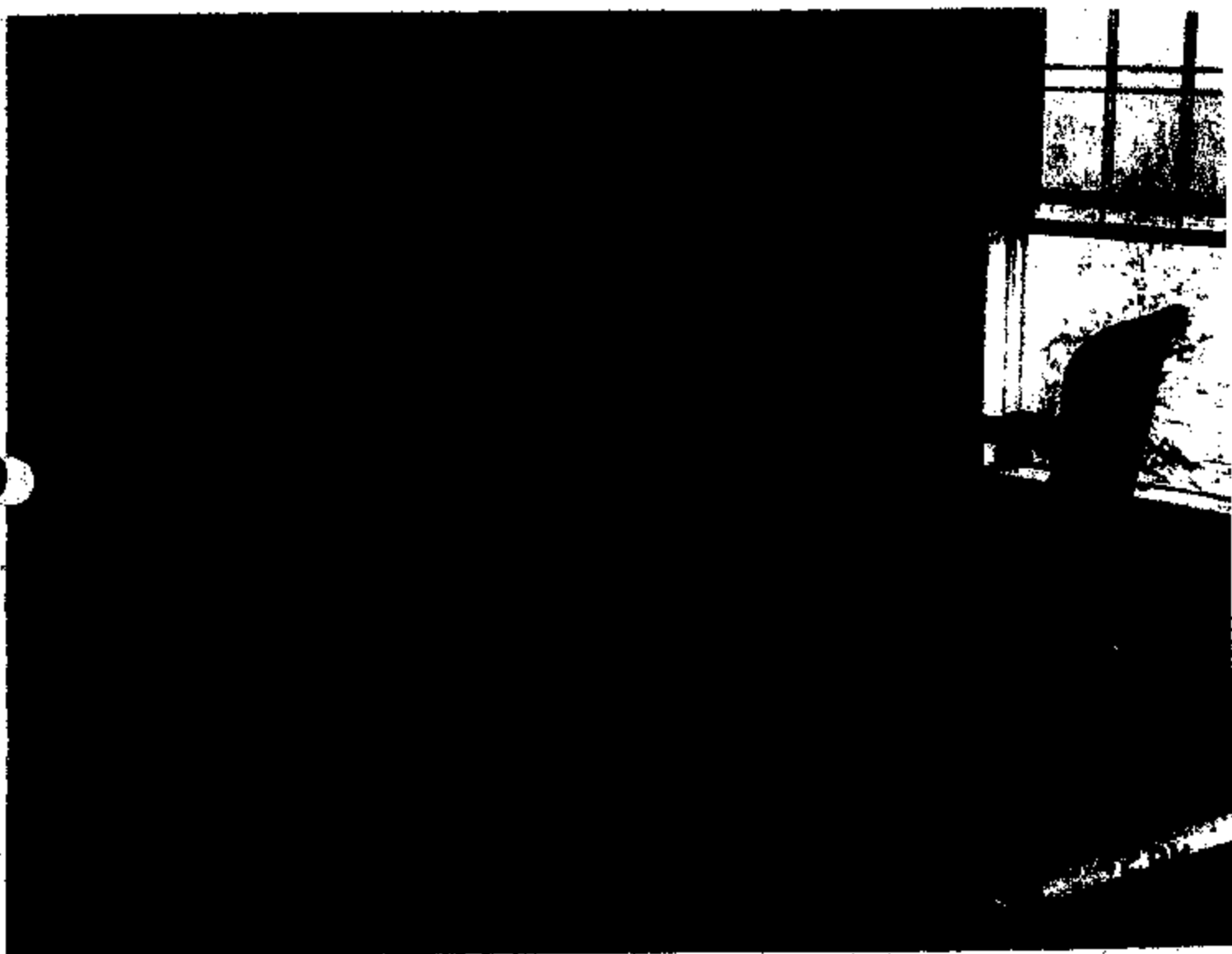


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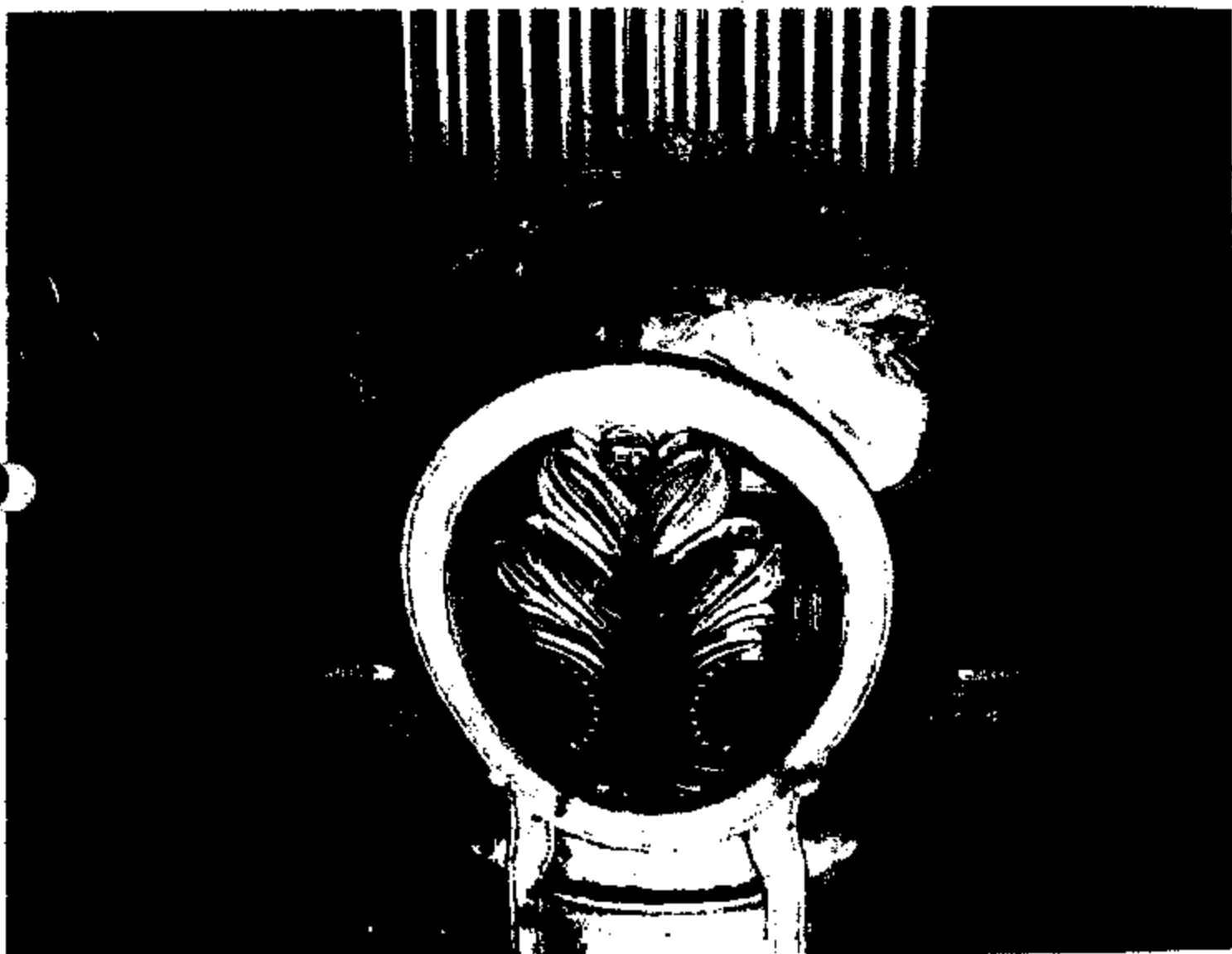
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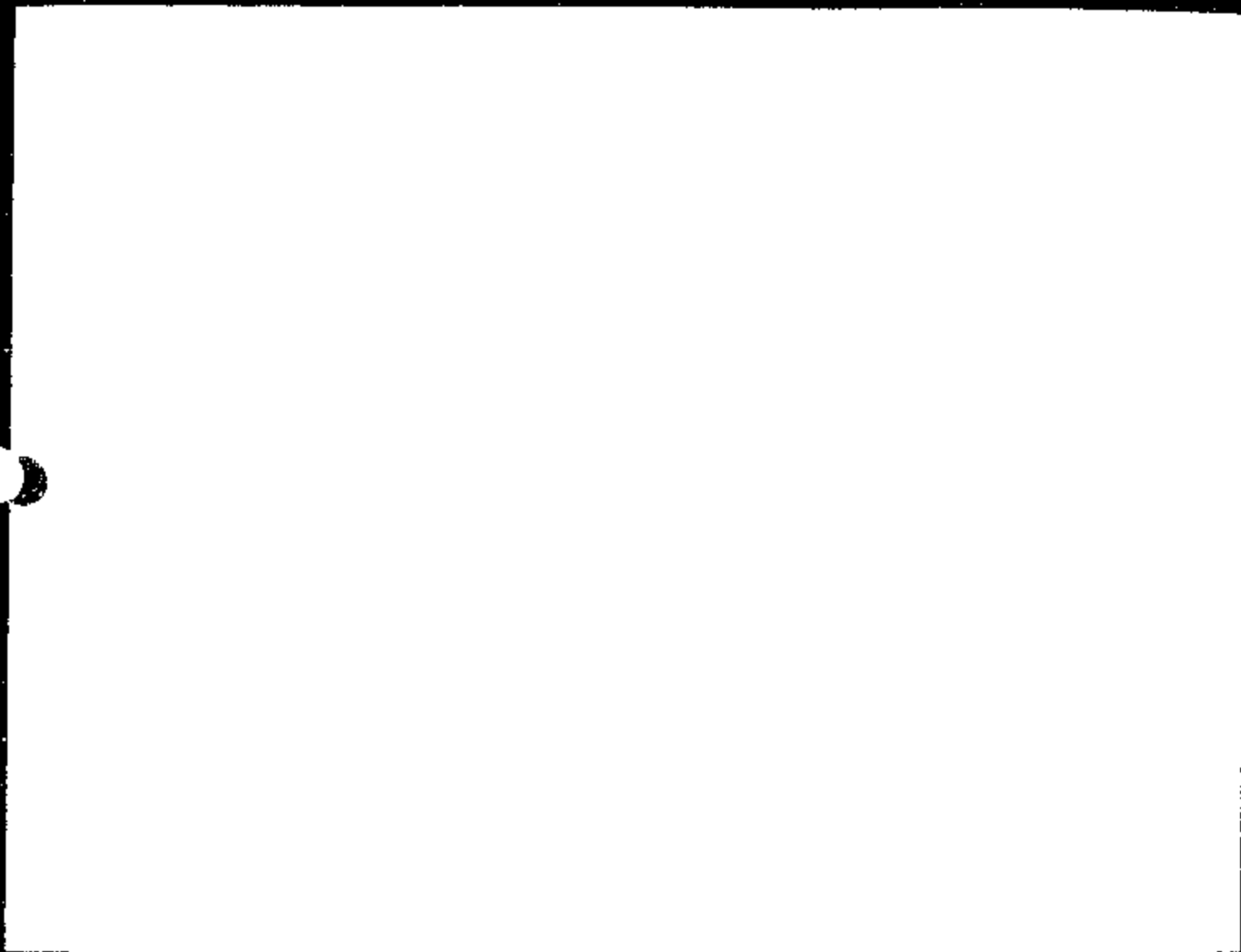




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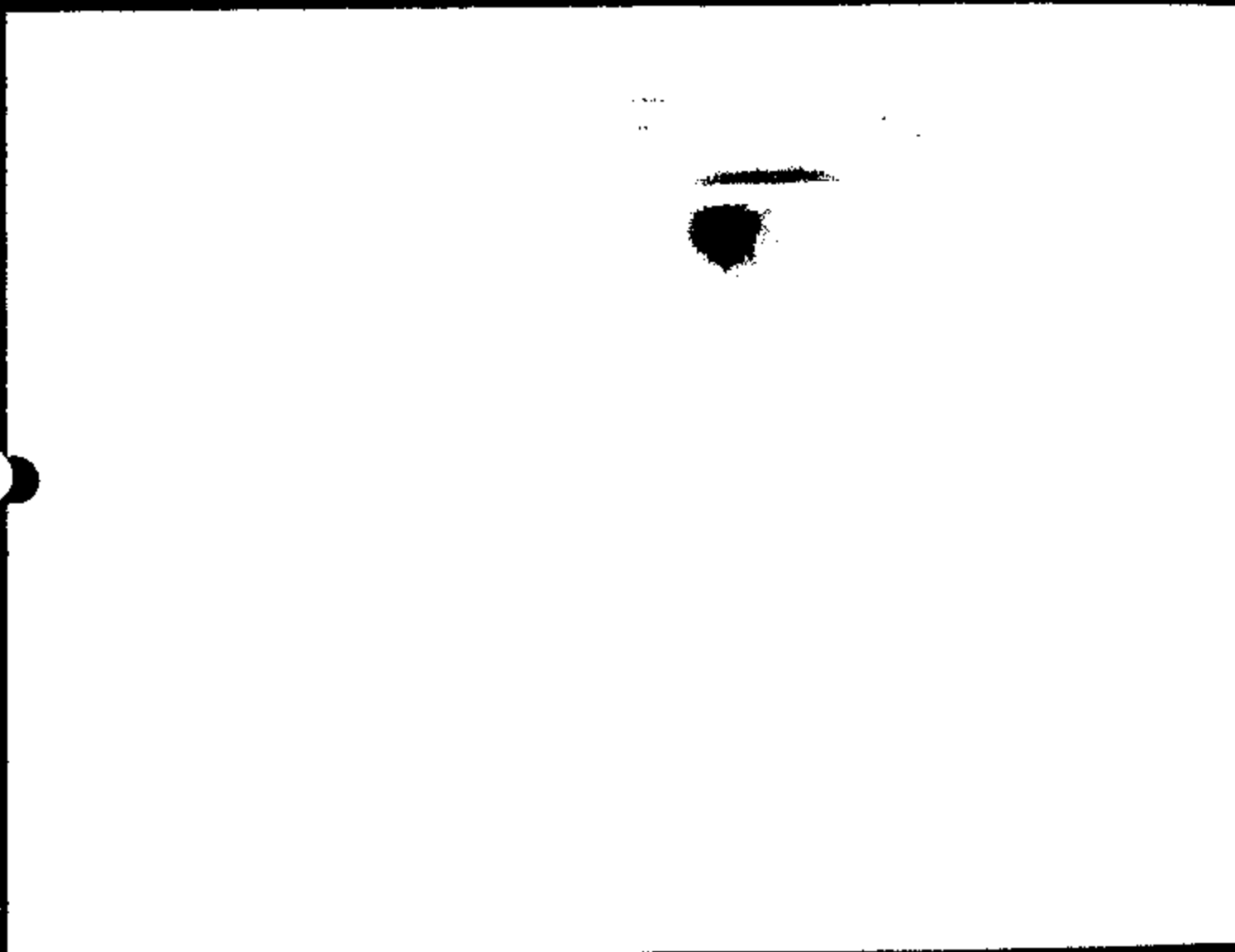
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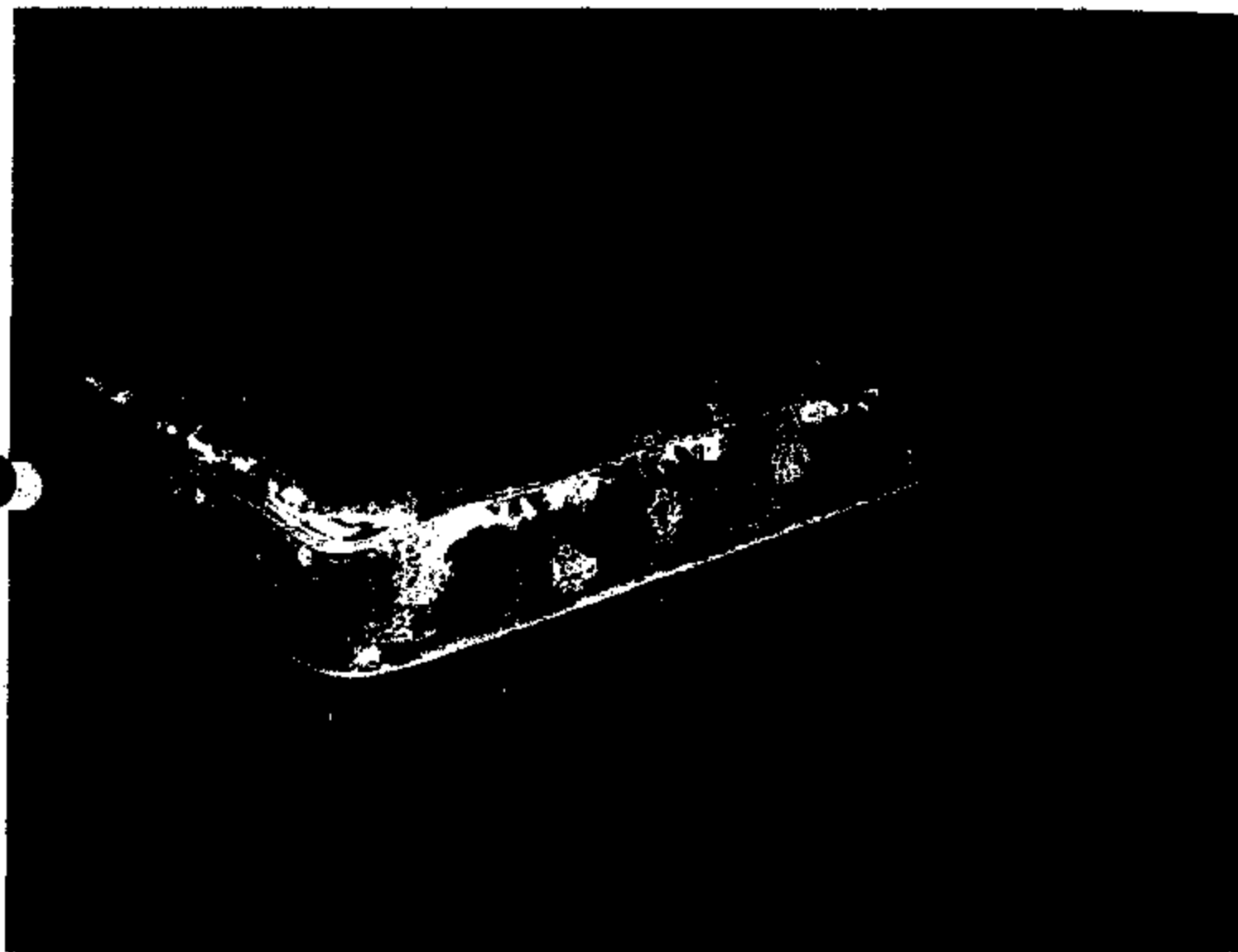


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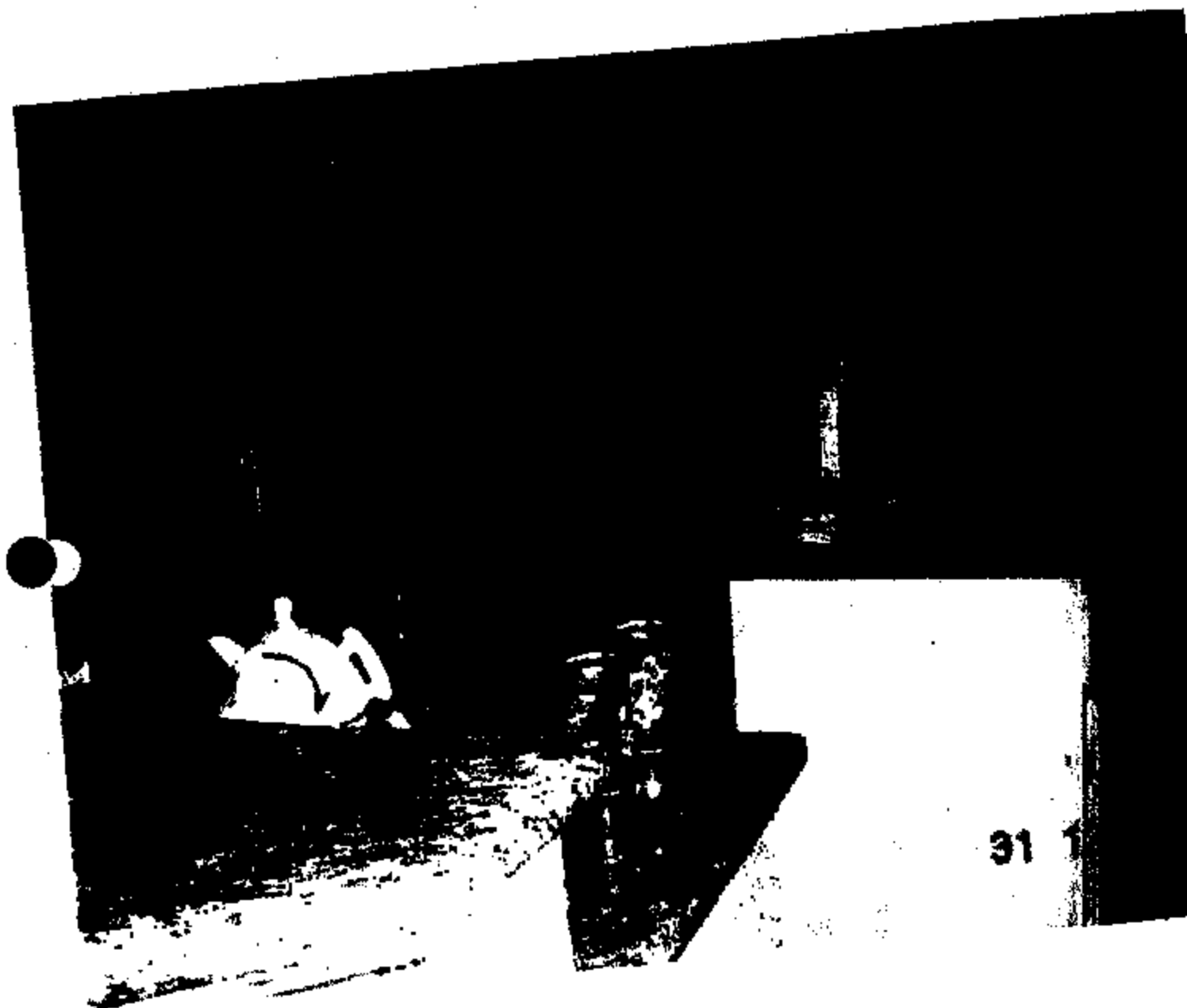






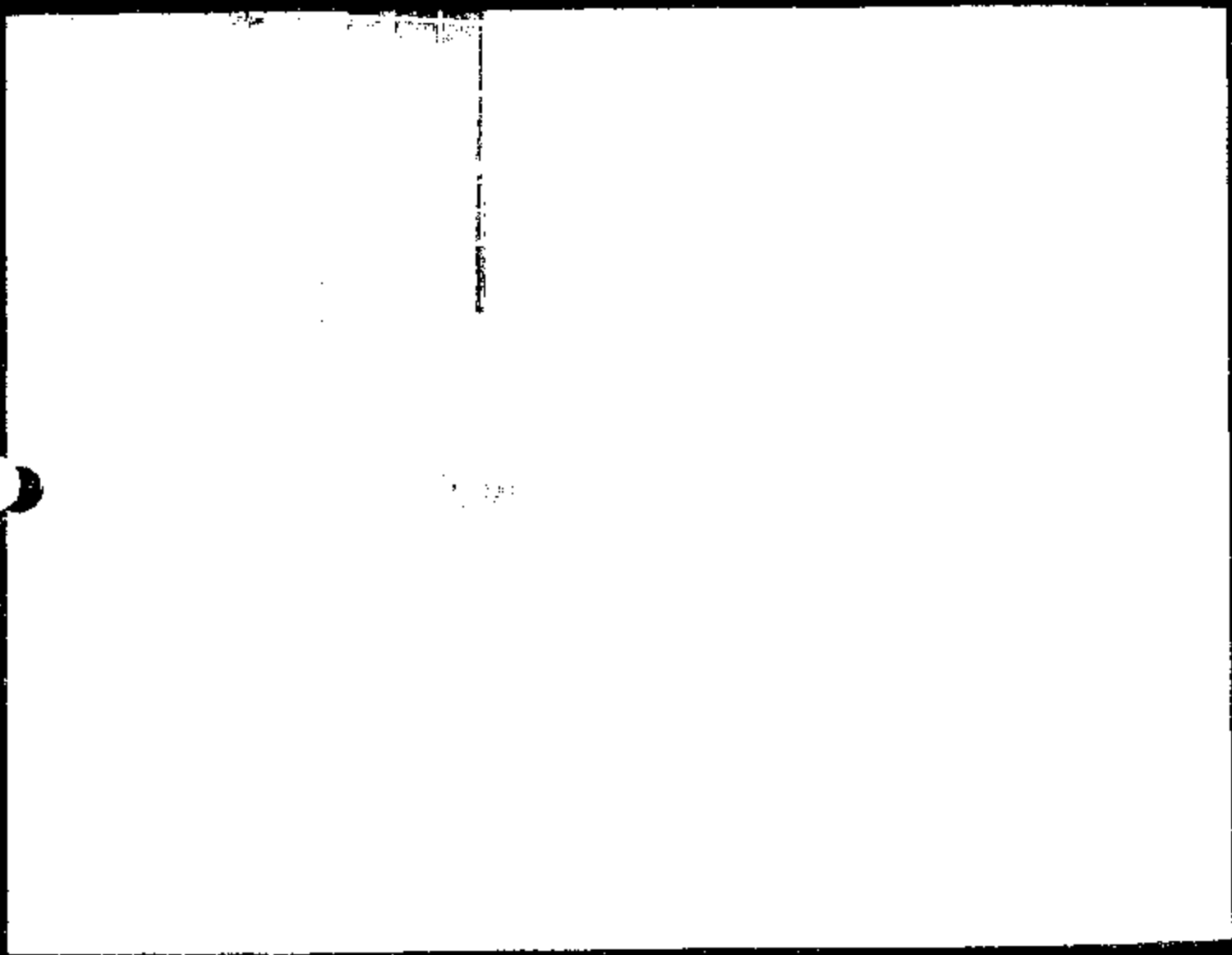
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31 1





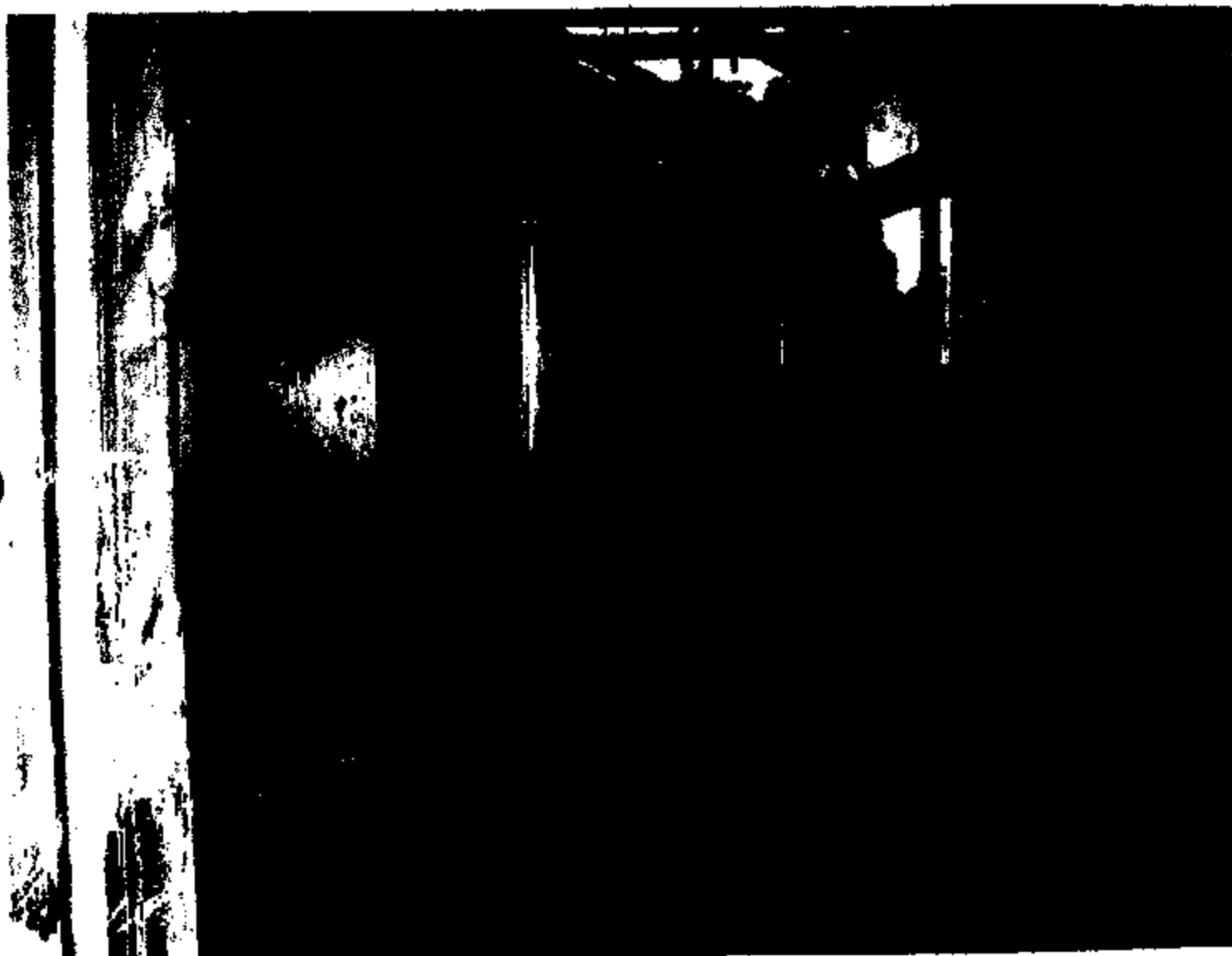




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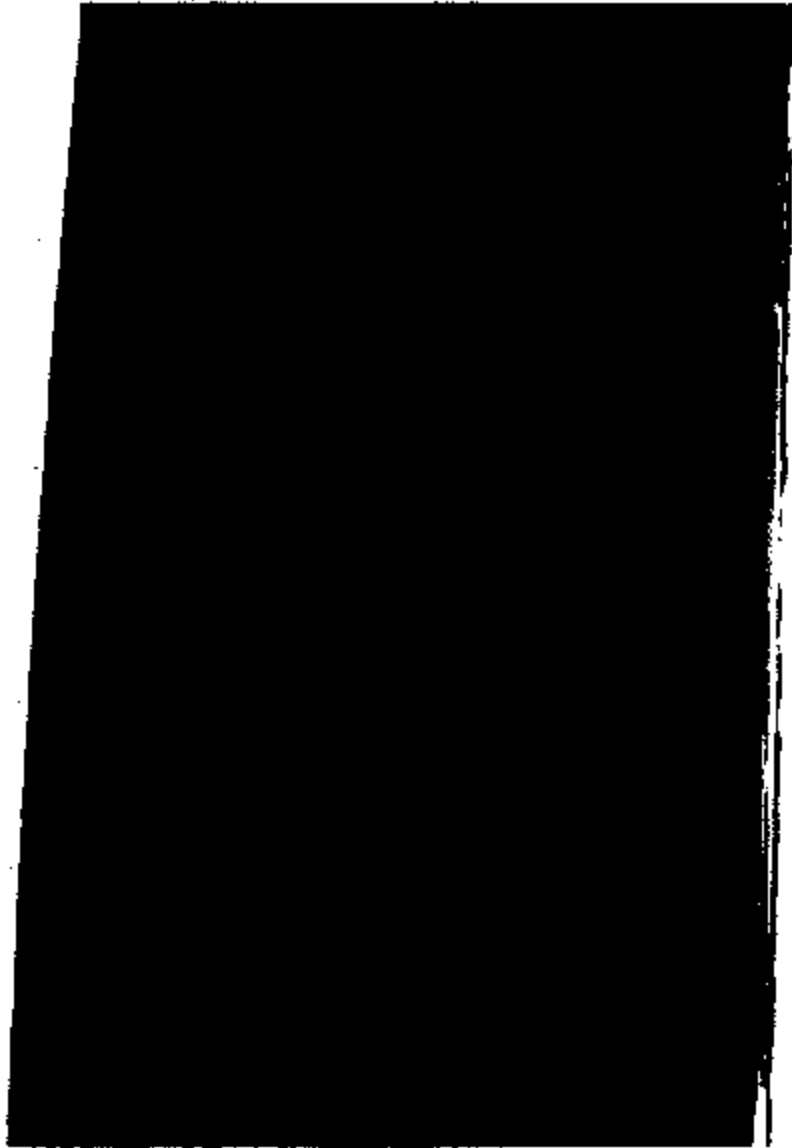


12:51 PM









31 1:15PM



1:01 PM

