EA02-025 FORD 10/27/03 LETTER TO ODI **APPENDIX M BOOK 10 OF 22** PART A-D **PART A**

Claim Detail Report

Note: All costs are in US dollars

Model Year = 1993; Claim Key = 10486999

Vehicle Information

Model Year: 1993

MORE TON. 1993

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

Body/Cab Type: C/FC - 4 DOOR SEDAN-6 LITE

Version/Series: C/AB-BASE VERSION - CAR

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

Vehicle Line: C/VB-TOWN CAR (FN36/FN116) [91-97]

Warranty Start Date: 02-AUG-1993 Production Date: 20-JUL-1993

VIN: 1LNLM81W2PY773417

Expense Information

Dealer Information:

Dealer Name DONNIE KECK FORD INC

Dealer Code: 09747 - *

Address: *

City: MOUNT PLEASANT

State: TX Zip Code:75455

Country: USA Region Code: NA

Phone: (903)572-3486

Claim Information

Document Number: 078112

Repair Date: 12-JUL-1994

Distance: 20809

TIS: 12

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 12.53

Mise. Expense Amount: 0

Part Markup Amount: 0

Material Cost: 64.73

Total Cost Gross: 77.26

Cust. Concern Code: L29 - OTHER LIGHTING TROUBLES (ENCL. LEAKS/CONDENSATION)

Condition Code: 01 - BROKEN/CRACKED

Technician Comment: Customer Comment: Labor Op Code

Labor Op Description

Labor Op Cost

15201A

BODY-CORNERING LAMP REPLACE

Causal Full Part Number

Part

Part Extended

Vice PREF BASE SUFF

CPSC Quantity Amount

Y FOVY 15A201 A LAMP-S/MKR & TRNG LM 170105

Description.

Any comments? You can contact

Claim Detail Report

Note: All costs are in US dollars

Model Year = 1993; Claim Key = 21482380

Vehicle Information

Model Year: 1993

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

Body/Cab Type: C/FC - 4 DOOR SEDAN-6 LITE

Version/Series: C/AB-BASE VERSION - CAR

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

Vehicle Line: C/VB-TOWN CAR (FN36/FN116) [91-97]

Warranty Start Date: 02-AUG-1993 Production Date: 20-JUL-1993

VIN: 1LNLM81W2PY773417

Dealer Information:

Dealer Name JACK DIMOND LINC-MERC INC

Dealer Code: 10816 - *

Address: 127 SOUTH SPUR 63

City: LONGVIEW

State: TX Zip Code:75601

Country: USA Region Code: NA

Phone: (903)757-2222

Claim Information

Document Number: 00461201

Repair Date: 23-DEC-1996

Distance: 39415

TIS: 42

Expense Information

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 244.02

Misc. Expense Amount: 0

Part Markop Amount: 58.44

Material Cost: 166.97

Total Cost Gross: 469.43

DRIZ-025-0 114

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

Condition Code: 42 - DOBS NOT OPERATE PROPERLY

Technician Comment: CONVERTER SHUDDERING TEST DRIVE, TRANS SHUDDERS, CHECK FLUID CONDITION R & R TRANS AND REPLACE CONVERTER

Customer Comment: TRANS SHUDDERS WHEN GOING INTO OVER DRIVE

Labor Op Code Labor Op Description Labor Op Cost

952304I REPLACE

244.02

Citusal						Part	Extended
		BASE			<u>CPSC</u>	Opentity	Amenat
N	XT	.2	QDX	MOTORCRAFT BATTERY	190101	12	17.64
r	FOZZ	7902	ARM	CONVERTER ASY	070100	1	149.33

Any comments? You can contact

Claim Detail Report

Note: All costs are to US dollars

Model Year = 1993; Claim Key = 21571099

Vehicle Information

Model Year: 1993

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

Body/Cab Type: C/FC - 4 DOOR SEDAN-6 LITE

Version/Series: C/AB-BASE VERSION - CAR

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

Vahicle Line: C/VB-TOWN CAR (FN36/FN116) [91-97]

Warranty Start Date: 02-AUG-1993 Production Date: 20-JUL-1993

VIN: 1LNLM81W2PY773417

Claim Information

Document Number: 00534201

Repair Date: 21-JAN-1997

Distance: 39440

TIS: 43

Expense Information

Dealer Information:

Dealer Name JACK DIMOND LINC-MERC INC

Dealer Code: 10816 - 4 ·

Address: 127 SOUTH SPUR 63

: City: LONGVIEW

State: TX Zip Code:75601

Country: USA Region Code: NA

'Phone: (903)757-2222

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 64.74

Misc. Expense Amount: 0

Part Markup Amount: 7.03

Material Cost: 20.08

Total Cost Gross: 91.85

12.

Cust, Concern Code: L66 - EXHAUST SYSTEM TROUBLE

Condition Code: D1 - POROSTTY

Technician Comment: EGR TUBE LEAKING TEST DRIVE CAR AND CAR HAS A EXHAUSST LEAK, CHECKED EXHAUST

SYSTEM AND REPLACED HEAT TUBE.

Customer Comment: EXHAUST LEAK UNDER CAR

Labor Op Code Labor Op Description Labor Op Cost 64.74

9477A TUBE - E.G.R. VALVE TO EXHAUST MANIFOLD REPLACE

Causal Full Part Number Part Extended Figs PREF BASE SUFF Description CPSC Quantity Associate Y F3VY 9D477 A EGR TUBE 030001 20.08

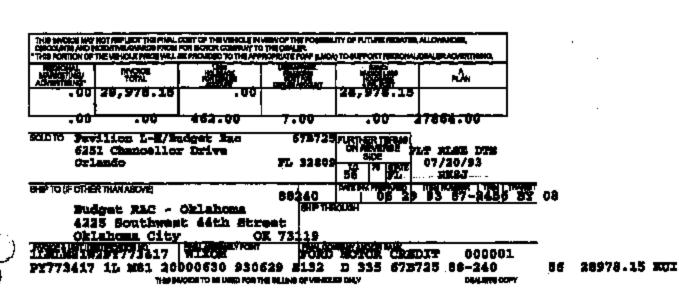
Any comments? You can contact

AMOUNT BATCH-ID \$132000001 D TO AA FRICH LEVEL 335014**x**81 VIN: 11MLM81W2FY773417 REQUESTOR: DUMBAR CAEN: S BACKER MAY NOT PERLECT THE ANAL COST OF THE VIRKOUS IN WISMOST THE POSSIBLITY OF FUTURE RESISTER, ALLOWANDES, COURSE AND INCOMPRESSION FROM FOR SECTION CONSTANT TO THE DEALER. IS PORTION OF THE VIRKEUS WIND WALL AS PROVIDED TO THE APPROPRIETS FOR FLOOR TO GENERAL PRODUCTION AND STREET TUTAL mâx. 678729 A RTHER TERMS ON MEMORIES PLY RLESS DYR Orlando 07/20/93 RKSJ 06 29 TO (F OTHER THAN ASOVE) 88240 STATE OF THE STATE OF Budget RAC - Oklahoma 4225 Southwest 44th Street OX 73119 Oklahoma City ALE 1925 277 5217 WITCH 000001 773417 1L M81 20000630 930629 8132 D 335 678725 88-240 56 .00 KUI THE INVOCATION IN THE DESCRIPTION OF ALL HOUSE ONLY DEVLOTE COPY ER62-625-5 11485

| VN 67B 725

1LN1#81W2PY773417

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153 B	LEATHER SEATING SUP	PACE	T/C		57	0	00 190	RC 479	
	SPCL. DIR. ACCT. AD TOTAL VERICI DESTINATION	3 4 6	PTIC				00		
	100111111111111		- 	•		-	_	V23	•
	TOTAL FOR VE	HTCH	•		3555	5	00		
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	FOR REPUBLISHED. HET INVOICE PLEET OF FLEET P.O. NUMBER I	BL197	7750	_) 1		7	00
		0000 35010	WS 1		733f :	!11		E81W2FY77	78417



CSCN140 ENTER VIN ==> 1LNIMB1W2PY773417 BIP --> MODEL YR --> OWNER NAME STREET ADDR : GILMER CITY N/A YY-MM-DD 96-02-06 ST/PRV: TX CIRY: ZIP/POSTAL CODE: M/A SOURCE: P MODEL YEAR 1 93 PLANT: Y Y-101-DD 93-08-02 BODY STYLE DESC: 4 DOOR SEDAN PRODUCTION YY-MM-DD 91-07-20 : 1993 TOWN CAR VEHICLE DESC MOISIVE DISTRICT ZONE DEALER PDC CODE FCSD REGION SRIP-TO 3 86 240 E 51 CC PACING 3 67 8 725 RESPONSIBLE 3 67 E 484 CA EMISSION ENGINE TAG CODE : CAMPAIGN COUNTS NAVIS STATUS : 800 COMPANY CAR IND : TOTAL CAMPAIGNS : 01 DSO DISTRICT : FLEET CODE OFEN : 00 CLOSED : 01 DSO NUMBER FLEET STATUS ACTIVE: 01 HISTORY: 00

F1-INQUIRY F3-EXIT F4-G160 F5-G150 F4-CONTINUM SEARCH F9-G130

LPRNJ961

		- —	
ENTER CAMPAIGN NUMBER> 96112 VIN-> 11MLM81W2PY77. NODEL YEAR: 93 DEPECT: PASS AIR BAG BODY STYLE: 4 DOOR	3417 TYP SEDAN	e of sea	RCE: A
NEW STATUS CODE:	CYMD DIA	1 5	
REPAIR INFORMATION: TYPE CODE:			
	SOLL COD	_ ,	
REPAIR DATE: DEALER P/A:	KIT CODE	: C	
NICRO REF: CLAIM NUM:	OASIS DA		•
DELETE REASON:			
RESP DEALER INFORMATION: HEN:	VENDOR N	NOSTHIT AN	LATION:
WARE DESCRIBE THEORYSTICKS NEWS	IND:	NATCH CO	DR: 4
CURRENT: 3 67 484 ASSIGNED: 96-12-19 SOURCE: PX			
CODE DESCRIPTION : ****** ****** REPAIR :			A-TA-TA
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CODE DESCRIPTION DATE TYPE DATE DA	CLATMS	MICRO#	CT. SPC
F FORCED COMPLETION 98-01-22 B 98-01-22 AUTOC			
M RELEASED FOR MAILING 97-02-25			OL
H AWAITING MAILING 96-11-22			

DELETE REASON:
F1=INQUIRY F2=G140 F3=EXIT F5=G130 F7=FIRST F2=MEXT F9=MORE STATUS
F10=ADD STATUS F11=REVISE (ALL DATA FIELD DATES YY-NM-DD)
LPENJ961
LPENJ961

ENTER CAMPAIGN MER ==> 96L12 VIN 🖦 15MIMB1W2PY773417 DEFECT : PASS-AIR BAG BODY STYLE DESC: 4 DOOR SEDAN RESP DEALER : 367484 BEGINNING MAILED DATE: 97-03-08 YY-MM-DD RELEASE DESC : MI PART KIT CODE ENDING MAILED DATE : 97-03-21 YY-MM-DD CAMPAIGN DIV : 6 FLEET CODE: FLEET MONT LOC CODE: LAST NAME INITIALS: JH STREET ADDR1 : ADDW2 : ST/PRV: TX CITY : GILKER CTRYI ZIP/POSTAL CODE: | N-A SOURCE: P N-A RFF DATE: 96-02-06 YY-MM-DO RESP DEALER : SEGIRNING MAILED DATE: YY-MH-DD RELEASE DESC : ENDING MAILED DATE : AA-MM-DO CAMPAIGN DIV : FLEET CODE: PLERT MART LOC CODE: LAST NAME INITIALS: STREET ADDR1 : ADDR2 I ST/FRV: ZIP/POSTAL CODE: N-A EFF DATE: N-A SOURCE: YY-101-DD F1-INQUIRY F3-EXIT F4-QUIT F5-G150 F7-FIRST PAGE F8-MEXT PAGE F9=G14D TO48-LAST PAGE LPENT961

Cause No. 264-00

	x	IN THE DISTRICT COURT
IIIIIIION,	X	
Plaintiffs,	X	
V\$.	x	UPSHUR COUNTY, TEXAS
	X	
FORD MOTOR COMPANY,	X	
Defendant.	X	DISTRICT COURT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW hereinafter referred to as "Flaintiffs", and complains of FORD MOTOR COMPANY, a Delaware Corporation, hereinafter referred to as "Defendant FORD MOTOR COMPANY," and for cause of action would respectfully show the Court as follows:

L DISCOVERY

Discovery in this suit is intended to be conducted under <u>Level Two</u> of the Texas Rules of Civil Procedure unless otherwise ordered by the Court.

II. PARTIES, VENUE AND JURISDICTION

- Plaintiffs are individuals residing in Gilmer, Upakur County, Texas.
- Defendant, FORD MOTOR COMPANY, is a Delaware Coxporation doing business in the State of Texas and may be duly served with citation by serving its registered agent, CT Corporation Systems, 350 N. St. Paul Street, Dallas, Dallas County, Texas 75201.
- 4. Venue of this suit is proper in Upshur County, Texas pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code for the reason that all or a substantial part of the events or omissions giving rise to the claims made herein occurred in Upshur County.
- 5. The Court has jurisdiction over Defendant for the reason that Defendant is qualified to do business in the State of Texas and, at the time this cause of action accrued, was conducting business in this state. The Court has jurisdiction over the controversy for the reason that the damages

PLAINTIFFS' ORIGINAL PRITTION - PAGE 1 or lates from patro/217,175/estat/coriginal.net sued for are within the jurisdictional limits of this Court.

The "Property" referenced in this lawsuit refers to the residence located at the second of the second

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This is a products liability cause of action which arises from the design, manufacturing, and marketing defects of a 1993 model year Lincoln Town Car Executive (hereinafter referred to as "Vehicle") manufactured by Defendant FORD MOTOR COMPANY. The Vehicle was ultimately purchased by Plaintiffs.

At all times relevant to this matter, Defendant FORD MOTOR COMPANY was engaged in the business of designing, manufacturing, and distributing the Vehicle. Defendant FORD MOTOR COMPANY marketed the Vehicle to the general public, throughout the United States, as well as within the State of Texas.

IV. NOT TO BE DESCRIPATED TO THE JURY

A portion of this lawsuit represents an insurance subrogation matter. Plaintiffs would show that State Farm Lloyds Insurance Company, an insurance company doing business in the State of Texas, has paid Plaintiffs for a portion of the damages which they incurred and which resulted from the events described herein. Such being the case, State Farm is entitled to seek recovery for such damages against the Defendant, along with Plaintiffs, as a real party in interest. Plaintiffs have subrogated their rights to State Farm Lloyds Insurance Company to the extent of such benefits paid in this matter.

V. Factual Background

On or about July 3, 1999 Plaintiffs home, vehicle, and their personal belongings including, family portraits and photographs, semimental keepsakes, and historical artifacts were completely destroyed by fire.

Upon investigation, it has been determined that the fire originated in the engine compertment on the driver's side of the Vehicle in an area close to the firewall. More specifically, the fire was

PLAINTIFFS' ORIGINAL PETITION - PAGE 2 c/state farm robro/217.175/pleschoriginal.pot

caused by electrical resistive heating within the brake pressure switch which ultimately ignited the fuel lines located on the undercarriage of the Vehicle. The Vehicle was parked in Plaintiffs' garage when the fire erupted.

Immediately upon discovering the fire, the Fire Department was dispatched and eventually extinguished the fire. The fire consumed the Property, the Vehicle, and Plaintiffs' personal possessions.

By way of background, and the same purchase, purchased the Vehicle as a program car in February, 1994. At the time of its purchase, the Vehicle had approximately 18,000 miles registered on the edometer. At the time of the fire, the Vehicle had been in use for approximately 55,000 miles.

VL CAUNES OF ACTION

Count One - Strict Linbilly

Plaintiffs incorporate by reference the foregoing paragraphs the same as if fully set forth havin.

Defendant FORD MOTOR COMPANY is strictly liable to Plaintiffs for designing, manufacturing, marketing, and placing into the stream of commerce a vehicle which was unreasonably dangerous for its foreseeable user at the time it left the control of Defendant. The Vehicle contained a design, manufacturing, and/or marketing defect which was the producing and proximate cause of the fire.

The Vehicle was defective and unsafe for its intended purpose at the time it left the control of and was placed into the stream of commerce by Defendant FORD MOTOR COMPANY.

Based on the foregoing, Plaintiffs invoke the Doctrine of Strict Liability.

Count Two - Negliguace

Plaintiffs incorporate by reference the foregoing paragraphs the same as if fully set forth bersin.

Defendant FORD MOTOR COMPANY was negligent in the design, manufacture and marketing of the product in question. FORD MOTOR COMPANY knew, or in the exercise of ordinary care, should have known, that the Vehicle was defective and unreasonably dangerous to

PLAINTUTA' ORIGINAL PETITION - PAGE 1 adults from retrol217.175 pleadoriginal pet

those persons likely to use the product for the purpose and in the manner for which it was intended to be used. FORD MOTOR COMPANY was negligant in the particulars set forth in this and the preceding paragraphs and such negligance was a proximate cause of the fire.

FORD MOTOR COMPANY owed Plaintiffs the duty of reasonable care when it designed, manufactured and marketed the Vehicle. Defendant FORD MOTOR COMPANY violated its duty and was negligent in the particulars set forth above.

Based on the foregoing, Plaintiffs allege that the damages they suffered were a direct and proximate result of the defective design and/or manufacturing of the Vehicle which created an unreasonable danger to consumers, namely the Plaintiffs.

Count Three - Breach of Express and Implied Warranties

Plaintiffs incorporate by reference the foregoing paragraphs the same as if fully set forth herein.

Defendant FORD MOTOR COMPANY, by and through the sale of the Vehicle, held out to the general public and to the Plaintiffs specifically, that its vehicles would conform with the qualities of same or similar vehicles and was fit for the purposes for which it was intended.

The Plaintiffs made use of the Vehicle as alleged herein, and relied on the express and implied warranties. Contrary thereto, the Vehicle was not fit for its intended use rendering it unreasonably dangerous.

Defendant FORD MOTOR COMPANY's breach of warranties rendered the Vehicle unreasonably dangerous and was a proximate and producing cause of the fire and the resulting property damage suffered by Plaintiffs.

VIL RES IPSA LOQUITUR

Plaintiffs cannot more specifically allege the acts of negligent design and manufacture on the part of Dafendant FORD MOTOR COMPANY for the reason that facts in that regard are peculiarly within the knowledge of FORD MOTOR COMPANY.

In this connection, Plaintiffs will show that the character of the occurrence giving rise to this litigation is such that it would not have happened in the absence of negligence, and that the design and

PLAINTIFFS' ORIGINAL PETITION - PAGE 4 s\state from subro/217.175plead/original pet

manufacture of the Vehicle was within the exclusive control of Defendant FORD MOTOR. COMPANY at the time the negligence probably occurred. Plaintiffs have no means of ascertaining the method or manner in which the Vehicle was designed, manufactured, and/or tested.

In the alternative, and in the event Plaintiffs are unable to prove specific acts of negligent design, manufacture, testing, and/or marketing, Plaintiffs assert and rely on the doctrine of Res Ipac Localitat.

IX. DAMAGES

As a result of Defendant FORD MOTOR COMPANY's negligence and its breach of express and implied warranties, Plaintiffs sustained damage to their validle in at least the amount of \$12,840.88; damages to their home and personal property in at least the amount of \$182,683.58.

After allowing for all just and lawful offsets, payments, and credits, of which there have been none, Defendant FORD MOTOR COMPANY continues to be indebted to Plaintiffs in the amount of at least \$195,479.46.

Plaintiffs also assert their claim for reimbursement of damages for the loss of use of their home after the date of the fire all in an amount found by the trier of fact and within the jurisdictional limits of this Court.

Plaintiffs hereby assert their claim for reimbursement of damages sustained by there against Defendant FORD MOTOR COMPANY.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs,

requests that Defendant FORD MQTOR COMPANY be cited to appear and answer herein, and that on final hearing. Plaintiffs recover:

- A judgment against Defendant FORD MOTOR COMPANY for actual damages for strict liability, negligence, and breach of express and implied warranties, all in the amounts stated herein or such amount within the minimum jurisdictional limits of this Court;
- A judgment against Defendant FORD MOTOR COMPANY for damages for loss of use of their property all in an amount within the jurisdictional limits of this Court,

PLAINTIFFS' ORIGINAL PETITION - PAGE 5 ct-state flora subro/217.175 plead/original.per.

- A judgment against Defendant FORD MOTOR COMPANY for pre- and postjudgment interest as allowed by law;
- A judgment against Defendant FORD MOTOR COMPANY for all attorney fees;
- A judgment against Defendant FORD MOTOR COMPANY for court costs; and,
- A judgment for such other and further relief, both general and specific, in equity and at law, to which Plaintiffs may be justly emitted.

Respectfully submitted,

THE CAMPENDER LAW FURNISP.

N. Scott Carpenter

State-Bar No. 00790428

777 Best 15th Street, Suite 203

Plano, Texas 75074

(972) 423-6564

Fax (972) 423-6327

ATTORNEY FOR PLAINTIFFS

PLAINTIFFS HEREBY BESPECTFULLY DEMAND TRIAL BY JURY.

PLAINTIFFS ORIGINAL PETITION - PAGE 6 of this flow subsold 17.175 plead original pet







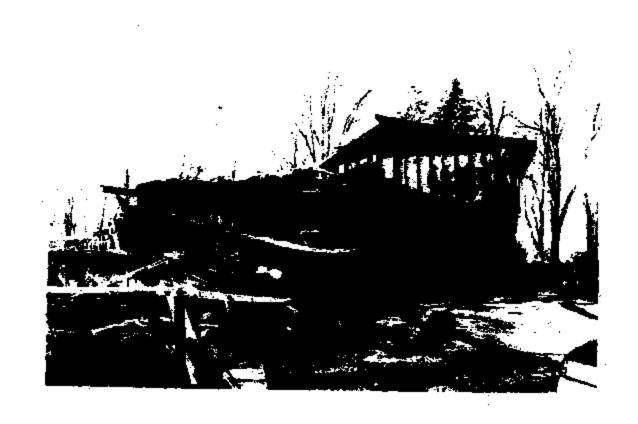






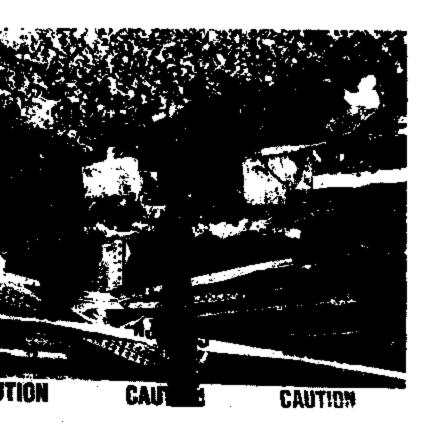


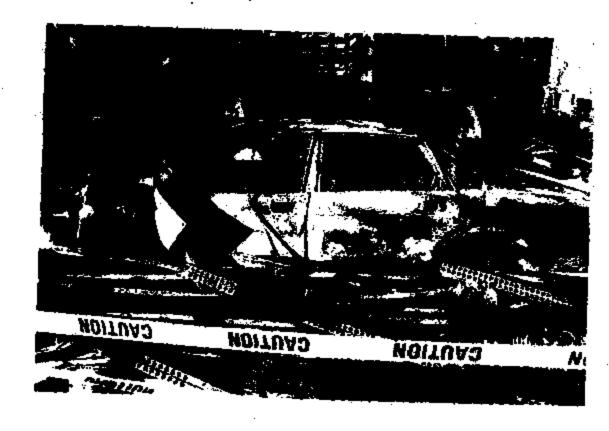


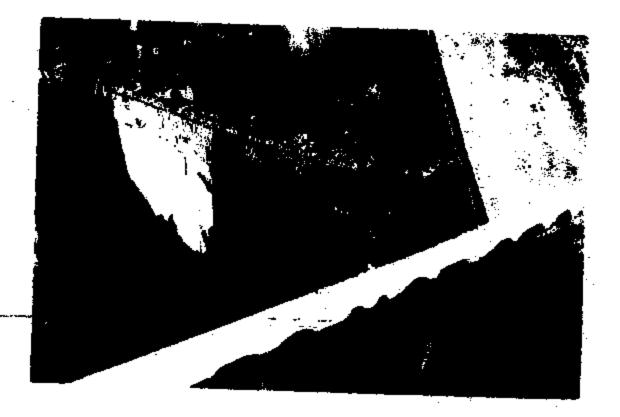




























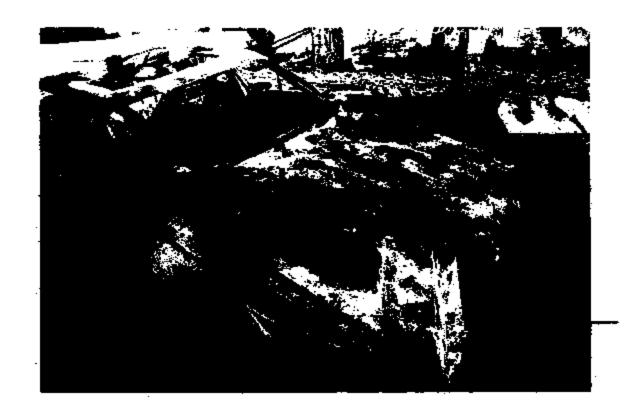


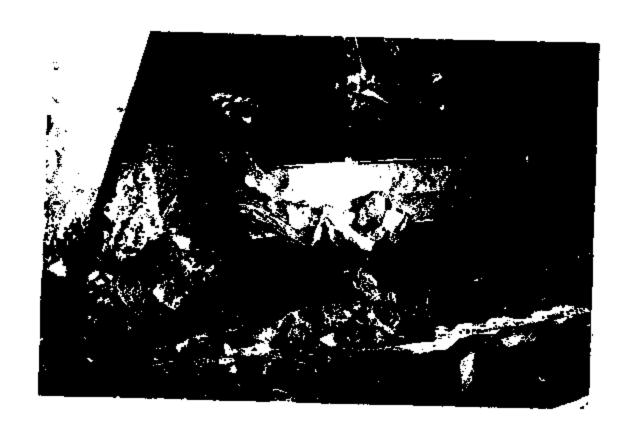




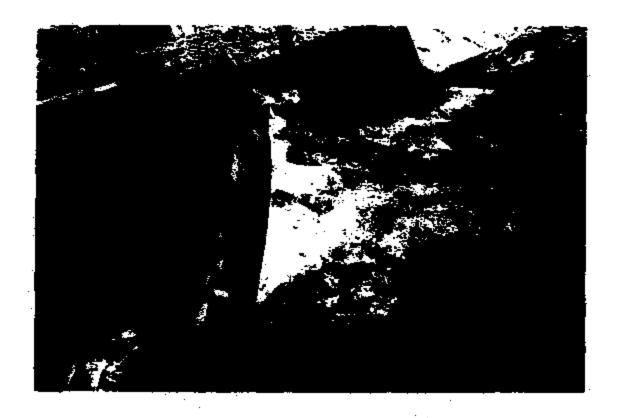








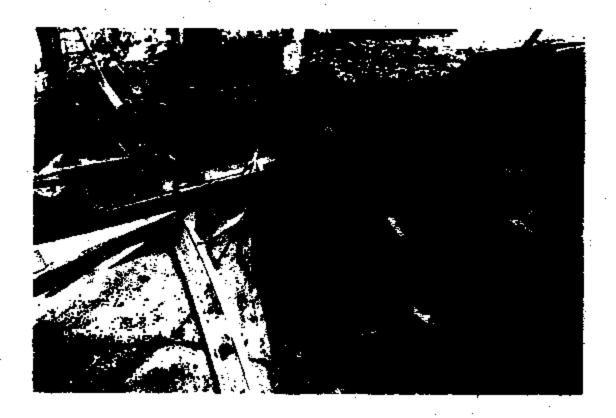






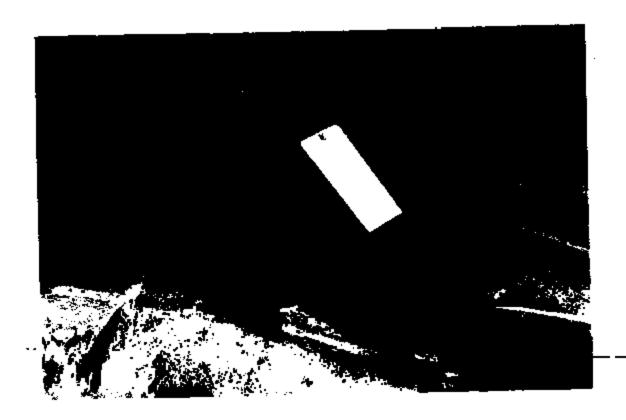


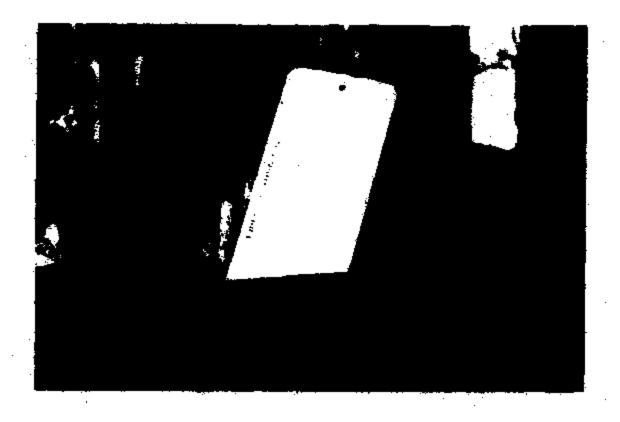


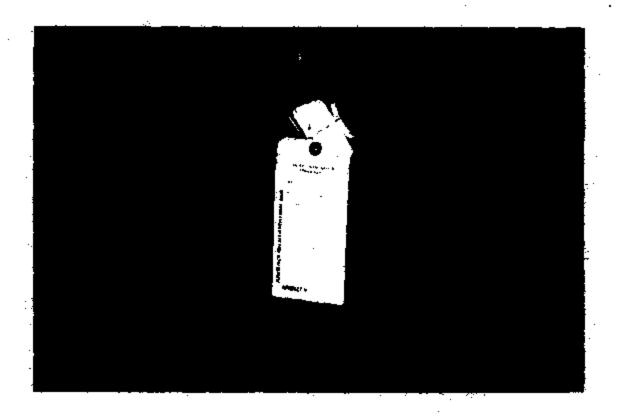




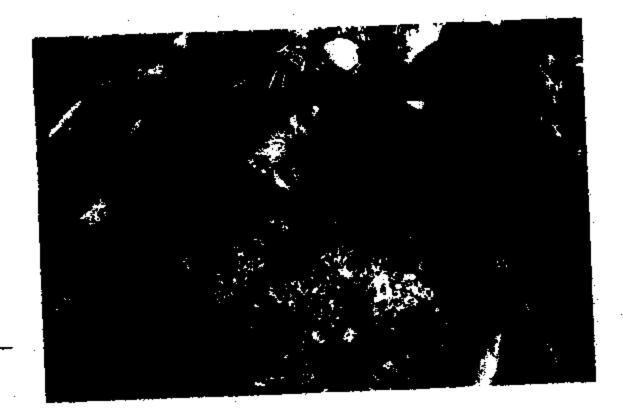
























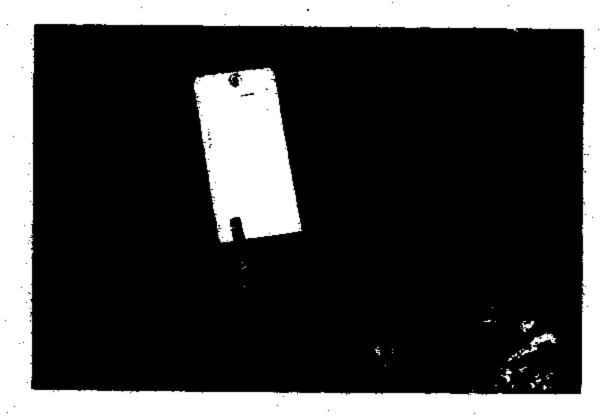




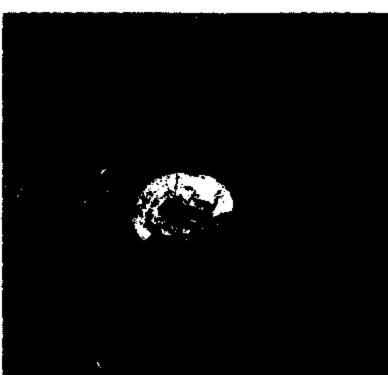


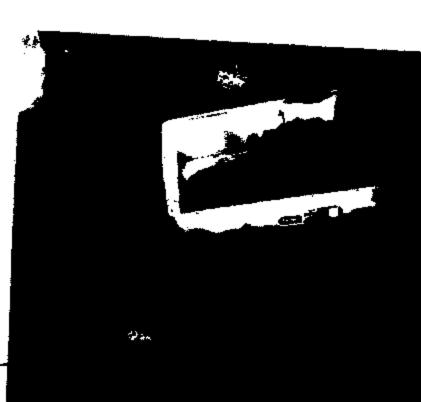






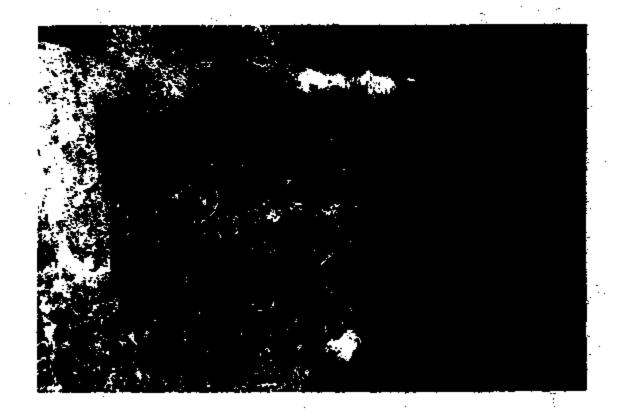
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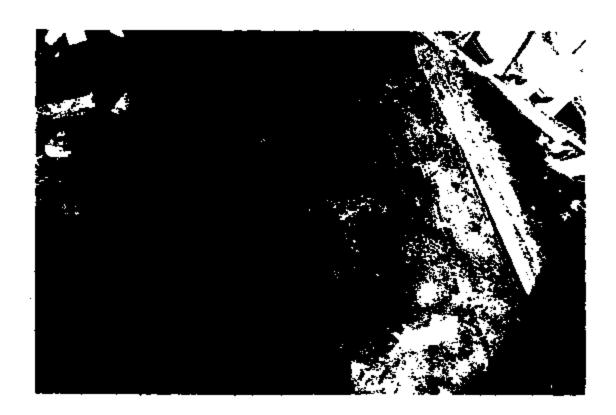


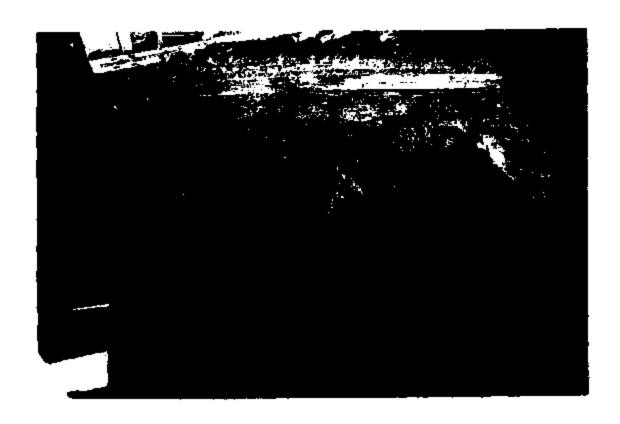


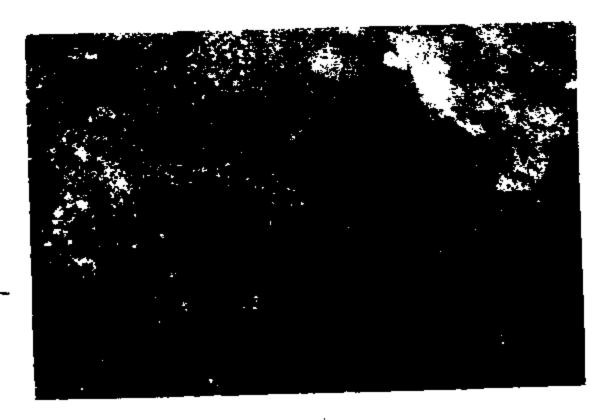












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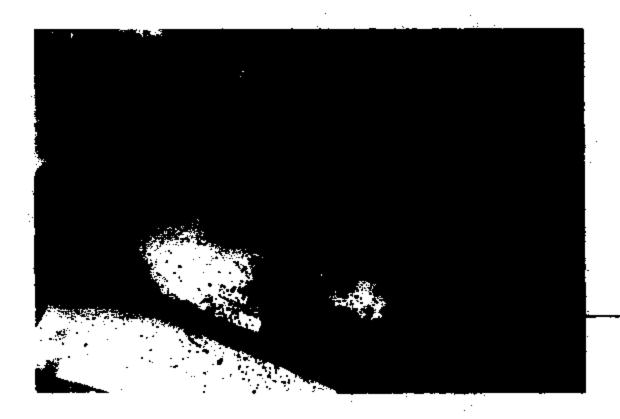
























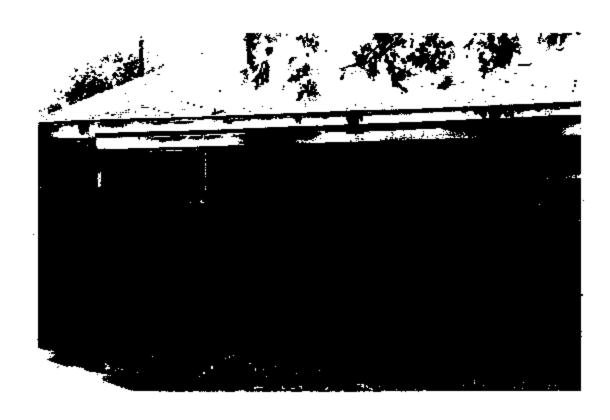


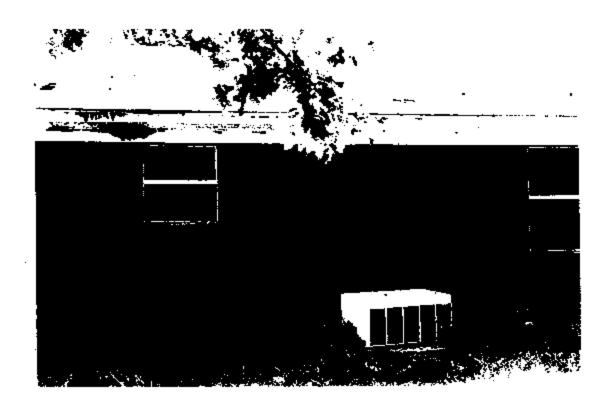


















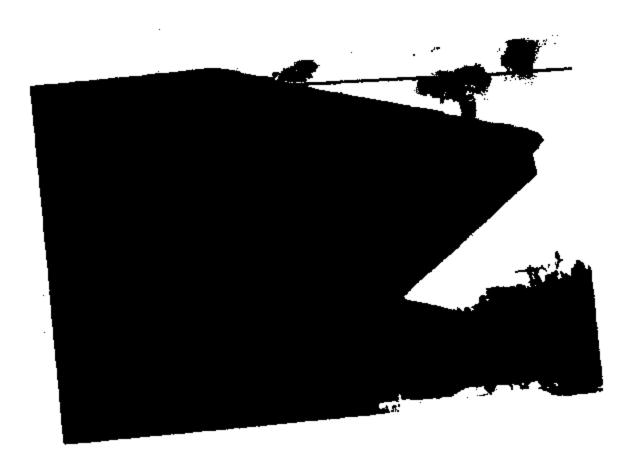










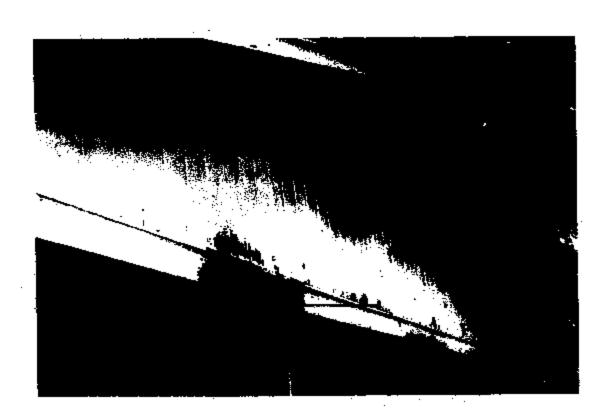




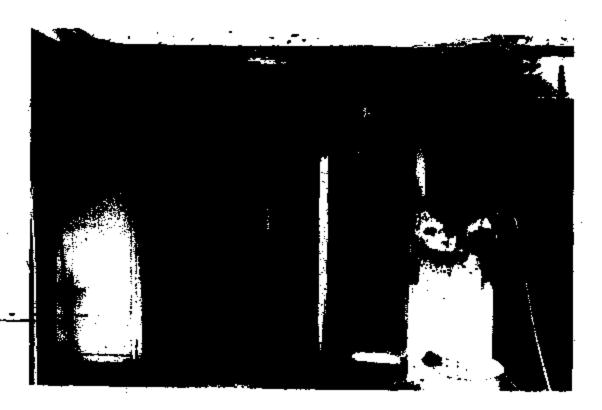










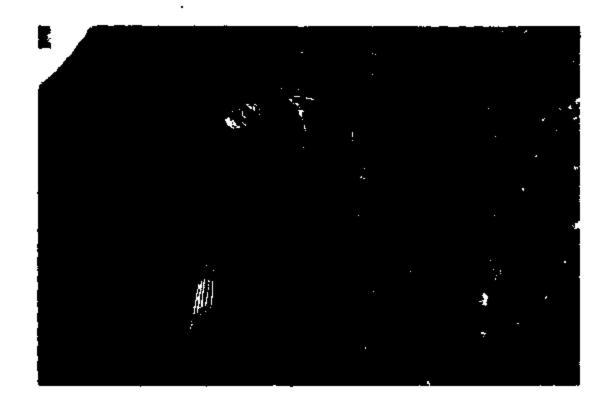


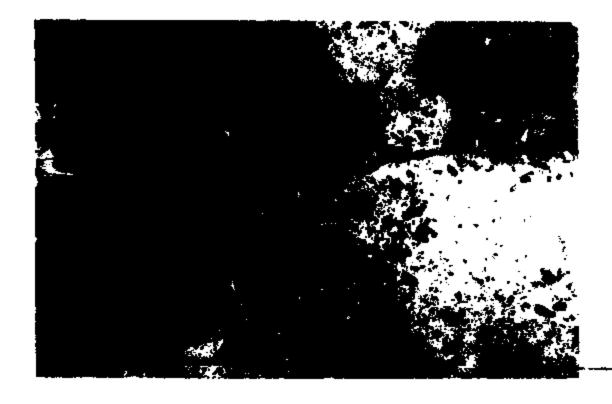


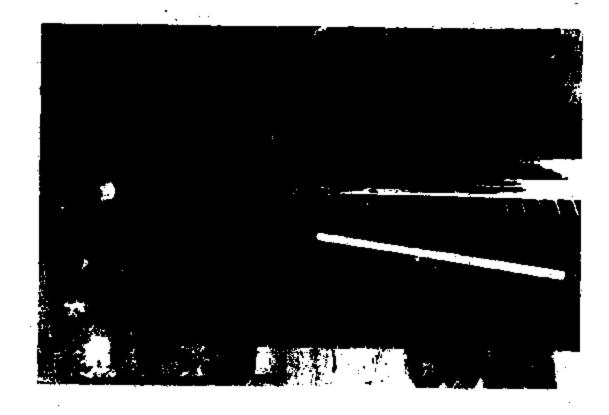










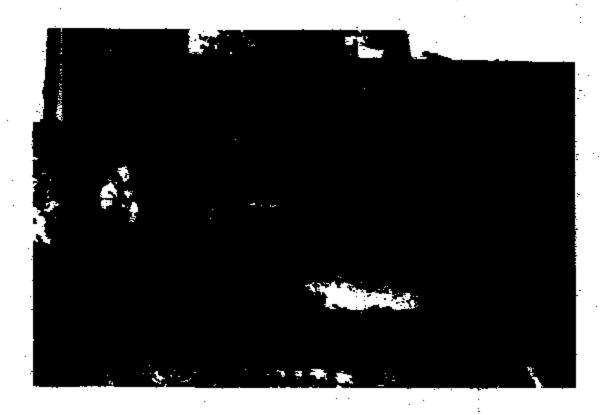




















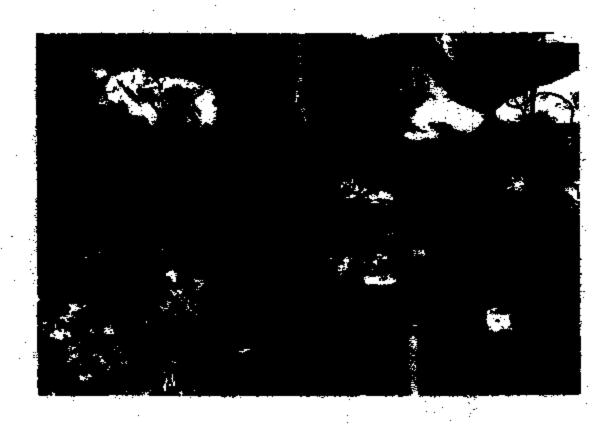
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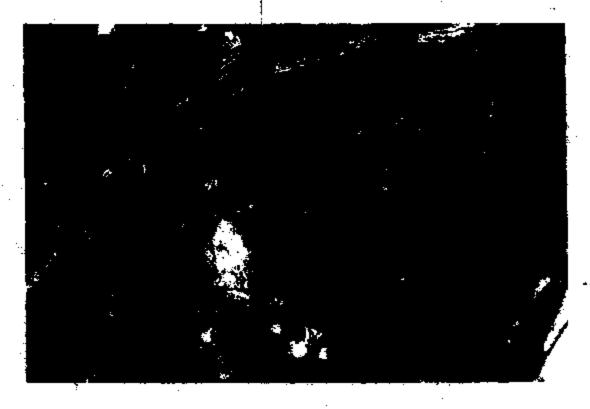








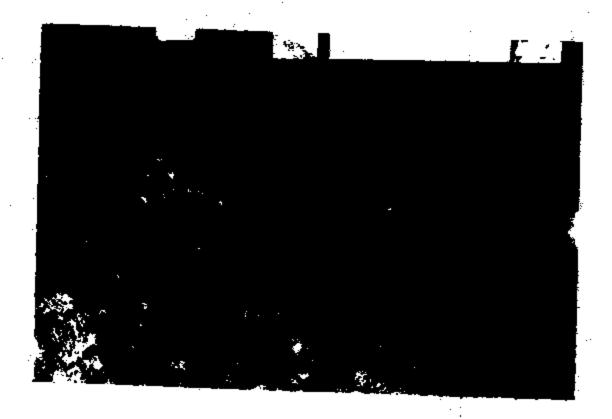






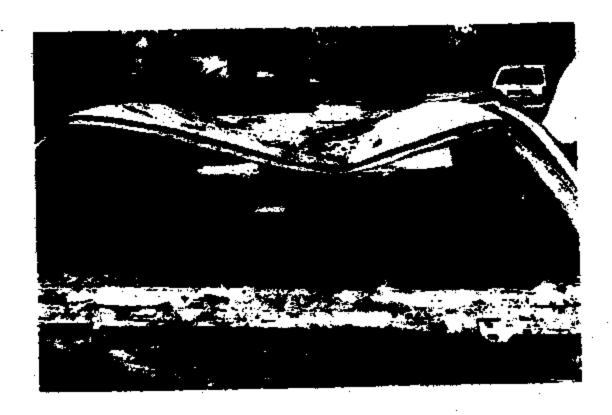




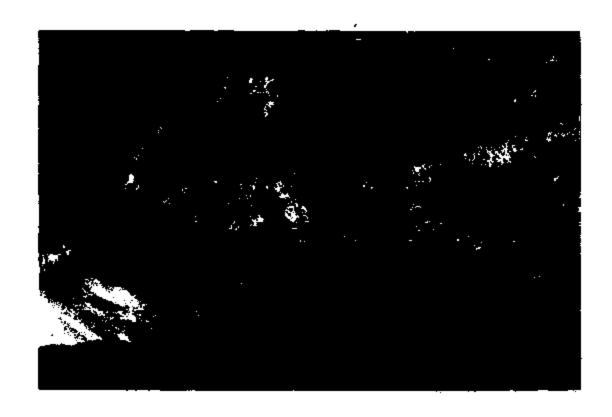




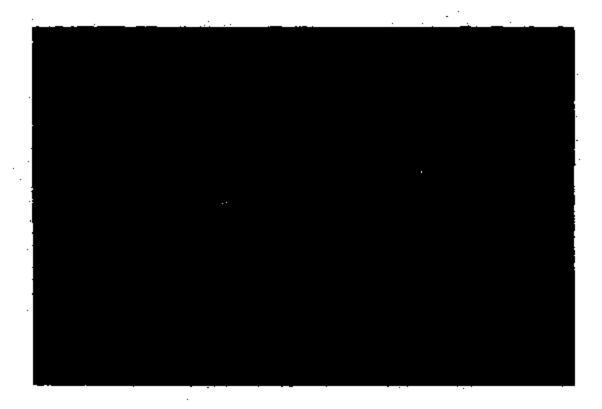






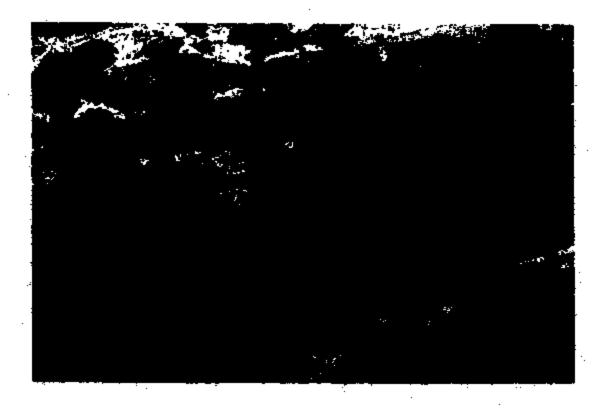


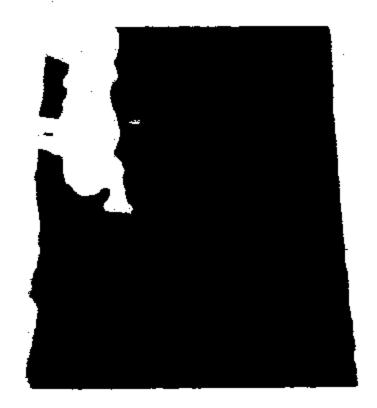






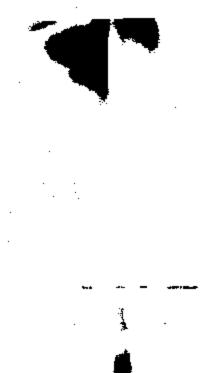




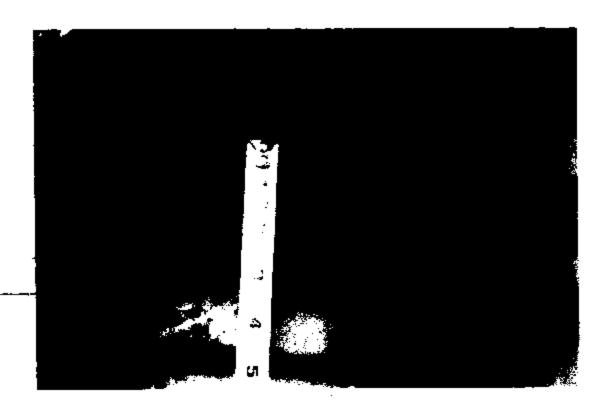
























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