

EA02-025

**FORD 10/27/03
LETTER TO ODI**

APPENDIX M

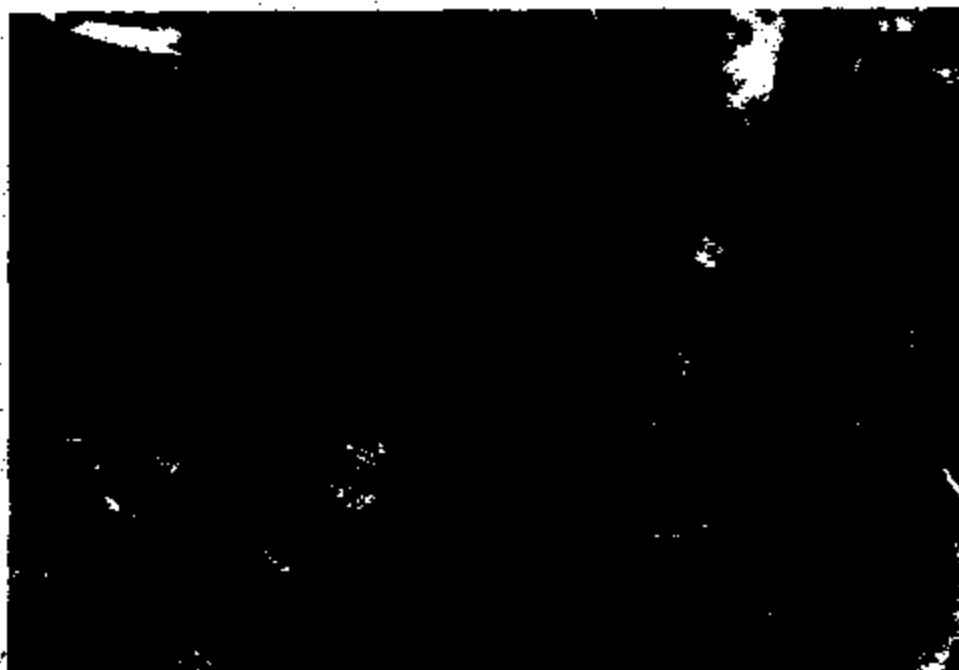
BOOK 15 OF 22

PART A-D

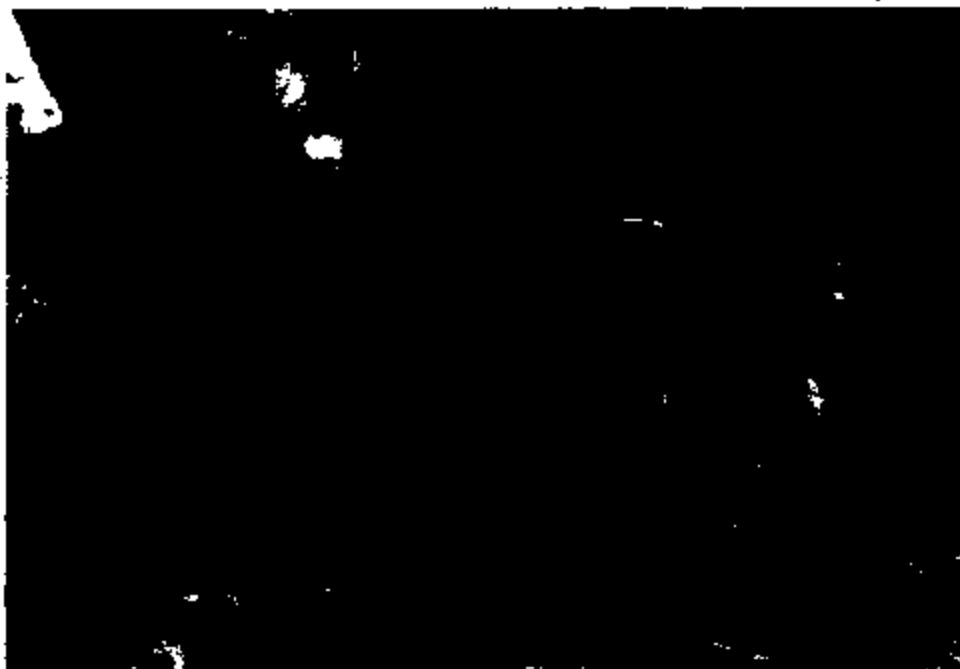
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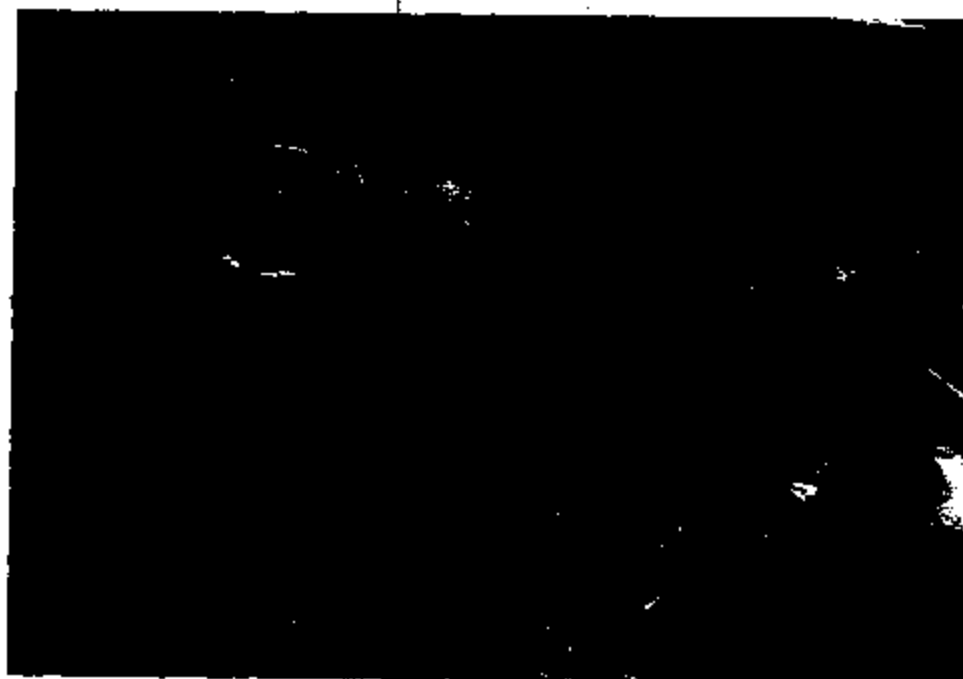
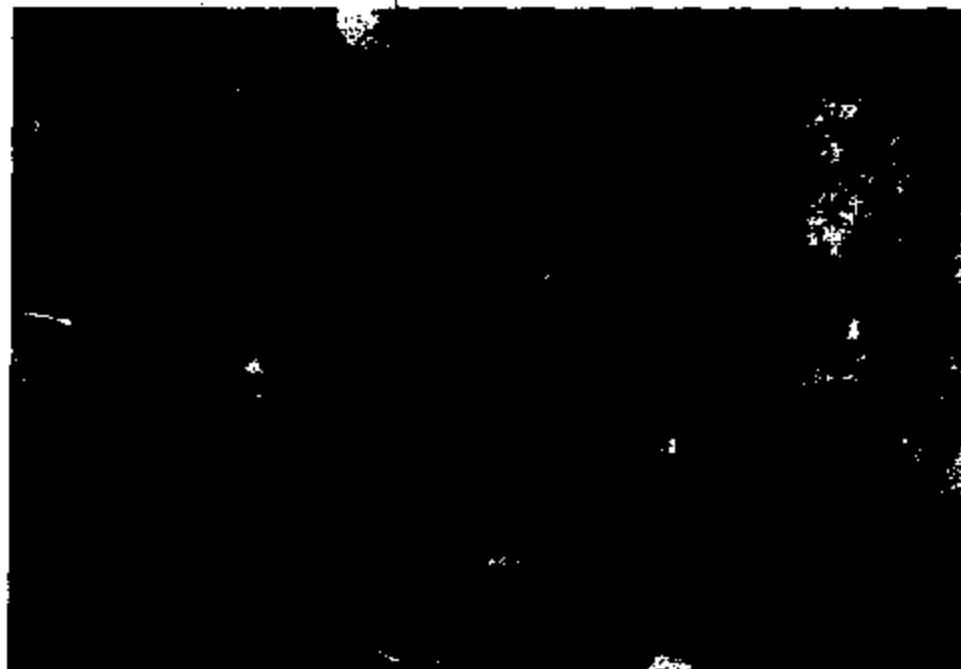
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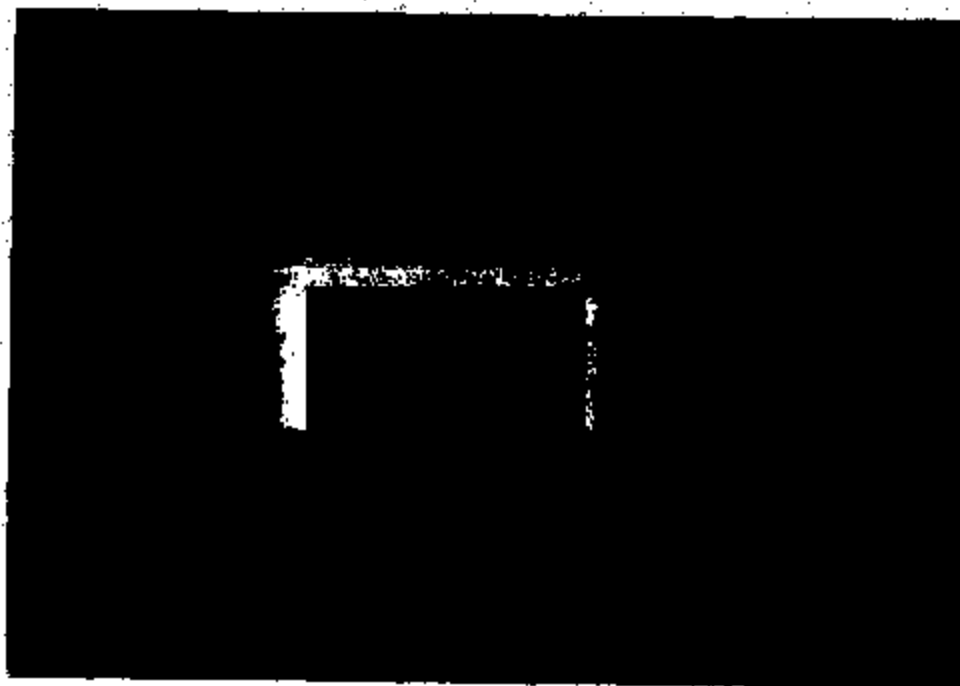










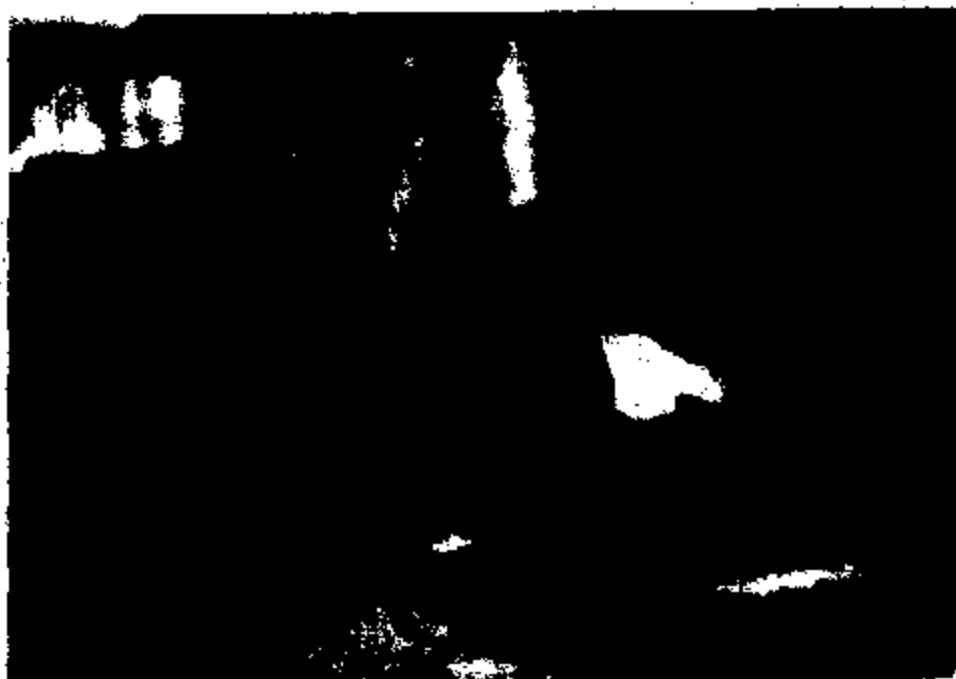






















STATE FARM FIRE AND CASUALTY
COMPANY AND STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY
1 State Farm Drive
Frederick, MD 21709
to its own use and to the use of
and as subrogee of its insureds

[REDACTED]
[REDACTED]
Annapolis, MD [REDACTED]

and

[REDACTED]
Annapolis, MD [REDACTED]

Plaintiffs

vs.

FORD MOTOR COMPANY
Parklane Towers West, Suite 400
Three Parklane Boulevard
Dearborn, Michigan 48126

Serve On Resident Agent:
Corporation Trust Incorporated
32 South Street
Baltimore, MD 21202

and

ROONS FORD OF ANNAPOLIS, INC.
2540 Riva Road
Annapolis, MD 21401

Serve On Resident Agent:
Ronald L. Hendricks
2540 Riva Road
Annapolis, MD 21401

Defendants

COMPLAINT

Use-Plaintiffs, State Farm Fire and Casualty Company
and State Farm Mutual Automobile Insurance Company, to its

* IN THE
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*
* CIRCUIT COURT
*
*
* OF MARYLAND FOR
*
*
* ANNE ARUNDEL COUNTY
*

* Case No. C-97-36249 ac
*

own use and to the use of and as subrogee of its insureds, [REDACTED] and [REDACTED], hereinafter referred to as [REDACTED], by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue the Defendants, Ford Motor Company, hereinafter referred to as "Ford", and Koons Ford of Annapolis, Inc., hereinafter referred to as "Koons", and for reasons state:

ALLEGATIONS COMMON TO ALL COUNTS

1. The Plaintiffs, [REDACTED] reside at [REDACTED] Annapolis, Maryland [REDACTED] hereinafter referred to as "Plaintiffs real property".
2. Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, are corporations incorporated under the laws of Illinois with a regional office located in Frederick, Maryland and eighteen (18) claims offices located throughout Maryland. At all times pertinent hereto, Use-Plaintiff was and is a corporation authorized and qualified to transact insurance business in the State of Maryland.
3. At all times pertinent hereto, Defendants designed, tested, manufactured, distributed, and sold motor vehicle products in the State of Maryland which products were intended to be distributed and used in the State of Maryland.
4. Specifically, but not limited to, the Defendants, individually and as agents for each other designed, tested, manufactured, packaged, distributed and sold to Plaintiff, [REDACTED] one (1) 1995 Ford Crown Victoria,

VIN number 2FALP73WXSX203411, hereinafter referred to as the "motor vehicle" which is the subject matter of this action and which product has caused tortious injury in the State of Maryland. Jurisdiction is founded upon the Maryland Code Annotated, Courts and Judicial Proceedings Article, Section 6-103(b)(3).

5. That the herein cause of action arose in Anne Arundel County, Maryland and therefore venue in appropriate pursuant to the Maryland Code Annotated, Courts and Judicial Proceedings Article, Section 6-202(8).

6. Upon information and belief, the motor vehicle at issue is a 1995 Ford Crown Victoria, VIN number 2FALP73WXSX203411. Confirmation of this fact has been provided by independent representatives of the Plaintiffs and Defendant, Ford, who have inspected the motor vehicle at issue.

7. The motor vehicle at issue was purchased by Plaintiffs, Robbins, on or about September 30, 1995 from Koons Ford of Annapolis, Inc., 2540 Riva Road, Annapolis, Maryland 21401.

8. At all times pertinent hereto, the motor vehicle at issue was used by the Plaintiffs with care and at no time was it misused, abused or altered in any manner.

9. At the time and place of the loss as alleged in the herein Complaint, Plaintiffs motor vehicle had accumulated approximately 1,400 road miles.

10. On or about September 21, 1995, the Plaintiff, Clark Benjamin Robbins, returned to his residence from doing

shopping errands while driving his 1995 Ford Crown Victoria as previously described in Paragraph 4 of this Complaint. As Plaintiff, [REDACTED], drove his motor vehicle into his garage, suddenly and without warning, the motor vehicle caught fire and within seconds exploded into a fireball, which fire ultimately spread and caused serious and extensive damage to Plaintiffs motor vehicle, Plaintiffs real property, and the contents of said motor vehicle and real property owned by the Plaintiffs, [REDACTED]

11. As a direct and proximate result of the fire at issue, the Plaintiffs suffered extensive property damage to their motor vehicle, real property, and the contents contained in their motor vehicle and real property.

12. The fire was caused by a defective motor vehicle, as described in Paragraph 4 of this Complaint, designed, tested, manufactured, packaged, distributed, and sold by the Defendants.

13. The motor vehicle contained manufacturing defects and design defects which were a cause of the motor vehicle's failure to operate properly thereby resulting in the fire.

14. The Defendants negligently failed to exercise appropriate quality control in the manufacture of the motor vehicle which would have stopped the introduction of this defective motor vehicle into the stream of commerce. Additionally, the packaging and distribution method was such that damage was inflicted upon the product which constituted an additional cause of the fire.

15. At all times relevant to the losses that are the subject of this Complaint, a contract of automobile insurance, policy number [REDACTED] existed between Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and Plaintiffs, [REDACTED]. The policy of insurance covered the losses alleged in this Complaint. State Farm Mutual Automobile Insurance Company paid \$20,459.24 under its comprehensive coverage provisions of the aforesaid policy of automobile insurance to the Plaintiffs, [REDACTED] as a result of the property damages caused by the negligence of the Defendants, as evidenced by the attached copies of the drafts, incorporated by reference herein and marked Exhibit A.

16. At all times relevant to the losses that are the subject of this Complaint, a contract of homeowners insurance, policy number [REDACTED] existed between the Use-Plaintiff, State Farm Fire and Casualty Company, and Plaintiffs, [REDACTED]. The policy of insurance covered the losses alleged in this Complaint. State Farm Fire and Casualty Company paid \$119,475.35 pursuant to the provisions of the aforesaid policy of homeowners insurance to the Plaintiffs, [REDACTED] as a result of the property damages caused by the negligence of the Defendants, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit B.

17. That at all times relevant herein, the Defendants held themselves out to be experts in the manufacturing, design, packaging, distribution, and sale of the motor

vehicle, as previously described in Paragraph 4 of this Complaint, and Plaintiffs relied on those representations.

18. Claim is made herein by Use-Plaintiffs and Plaintiffs pursuant to each and every count and cause of action that follows claiming both property damage and other damages incurred as against each Defendant, jointly and severally.

COUNT I - NEGLIGENCE

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for negligence and incorporates and re-alleges the factual allegations of paragraphs 1 through 18 as stated aforesaid and state further:

19. The Defendants, jointly and severally and acting as agents on behalf of the other, had a duty to exercise due care in the design, testing, manufacture and sale of the motor vehicle at issue. The Defendants owed the aforementioned duty to the public in general and to the Plaintiffs and the Use-Plaintiffs, in particular. The Defendants breached that duty by failing to properly design, test, manufacture, market, package, distribute, and sell the motor vehicle at issue. The duties breached constituted negligence on the part of the Defendants in a variety of ways, including but not limited to the following:

a. By failing to exercise appropriate quality control and testing in the manufacturing process of the

motor vehicle at issue which would have stopped the introduction of this defective motor vehicle into the stream of commerce.

b. By failing to insure adequate packaging to prevent damage during distribution and transit.

c. By failing to adequately warn Plaintiffs and Use-Plaintiffs about the hazards associated with the motor vehicle at the time it left the control of the Defendants.

d. By failing to properly test concerning the propensities of the motor vehicle at issue, and other similar motor vehicles to catch fire and cause severe fire property damage to motor vehicles, real property, and the contents contained therein where each was/were located.

e. By failing to properly inspect the motor vehicle at issue and others like it for dangerous propensities.

f. By negligently designing a motor vehicle which was defective at the time it left the control of the Defendants.

g. By negligently manufacturing a motor vehicle which was defective at the time it left the control of the Defendants.

h. By negligently distributing, marketing, and selling a motor vehicle that was defective at the time it was distributed, marketed and/or sold.

i. By improperly failing to warn Plaintiffs and Use-Plaintiffs and by continuing to fail to warn Plaintiffs and Use-Plaintiffs of the fire hazards, risks and dangers

created by the defective condition of the aforesaid motor vehicle at issue.

j. By otherwise designing, manufacturing, distributing, and selling a defective product.

k. By improperly failing to design, engineer, manufacture, assemble, sell, inspect, test, maintain, service and repair, a motor vehicle in such a manner that it would not catch fire and cause the foreseeable harm and property damage that occurred in this case.

l. By otherwise failing to use reasonable care under the circumstances, in ways that may be disclosed during the process of further investigation and discovery in this case.

20. The Defendants, individually and as agents or representatives of each other, had a duty to use reasonable care at the time of the design, manufacture, distribution, and sale of the motor vehicle at issue, so as to eliminate unreasonable risk of harm or property damage, which was reasonably foreseeable, which duty was breached by the Defendants, and such breach of duty proximately caused serious and substantial damage to the motor vehicle, real property, and the contents contained in the aforesaid motor vehicle and real property, owned by Plaintiffs, Robbins.

21. That as a direct and proximate result of the negligence of the Defendants, the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the aforesaid policy of automobile insurance in effect between itself and the Plaintiffs,

Robbins, paid to and/or on behalf of the Plaintiffs the sum of \$20,859.24 as evidenced by the attached copies of the drafts, incorporated by reference herein and marked Exhibit A.

22. That as a direct and proximate result of the negligence of the Defendants, the Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the aforesaid policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED] paid to and on behalf of the Plaintiffs the sum of \$119,475.35, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit B.

23. Use-Plaintiff, State Farm Mutual Automobile Insurance Company, paid \$837.42 to David J. Malberg & Associates, Inc. to investigate the origin and cause of the fire damage to the motor vehicle owned by Use-Plaintiff's insureds, [REDACTED], as evidenced by the attached copy of draft incorporated by reference herein and marked Exhibit C.

24. That as a direct consequence of the loss to the motor vehicle described in Paragraph 9 above, the Plaintiffs, [REDACTED], made a claim under their rental coverage provisions of the aforementioned policy of automobile insurance with the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and received payment from the latter in the amount of \$400.00, as evidenced by the attached copy of draft, incorporated by reference herein and marked Exhibit D.

25. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00, respectively, all of which expenses they are out of pocket and Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the negligence of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,492.01 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief that the Court may deem just and proper.

COUNT II - BREACH OF EXPRESS WARRANTY

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for breach of express warranty and incorporate and re-allege the factual allegations of paragraphs 1 through 25 as stated aforesaid and state further:

26. That the Defendants expressly warranted by and through advertisements, oral promises, affirmations and written warranties that the motor vehicle was safe for its intended use.

27. Plaintiffs and Use-Plaintiffs were foreseeable beneficiaries of this express warranty and relied upon the express warranty provided by the Defendants.

28. The Defendants breached this warranty by failing to provide a safe motor vehicle free of defects. Defendants were notified of the breach by the Plaintiffs and Use-Plaintiffs and as a result proximately caused Plaintiffs damages.

29. That as a direct and proximate result of the Defendants breach of the aforesaid express warranty, Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and Plaintiffs [REDACTED] paid unto Plaintiffs the sum of \$20,859.24, as evidenced by the attached copies of the drafts incorporated by reference herein and marked Exhibit A.

30. That as a direct and proximate result of the Defendants breach of the aforesaid express warranty, Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED], paid unto the Plaintiffs the sum of \$119,475.35, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit B.

31. Plaintiffs, [REDACTED], paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00, respectively, for which expenses they are out of pocket.

Use-Plaintiff, State Farm Mutual Automobile Insurance Company, incurred expenses of \$857.42 to investigate the origin and cause of the fire damage to Plaintiffs motor vehicle. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the breach of express warranty by the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,492.01 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief that the Court may deem just and proper.

COUNT III - BREACH OF IMPLIED WARRANTY
OF MERCHANTABILITY

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, E. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Kroons, for breach of implied warranty of merchantability and incorporate and re-allege the factual allegations of paragraphs 1 through 31 as stated aforesaid and state further:

32. That the Defendants were the manufacturer and/or seller of the motor vehicle at issue as described in detail in Paragraph 4 of this Complaint.

33. That the Defendants held themselves out as having knowledge and skill particular to the manufacture and sale of the motor vehicle at issue and were at all times relevant hereto "merchants" and/or "sellers" within the meaning of the Maryland Code Annotated, Commercial Law Article, Section 2-104(1) and 2-314(1)(a).

34. That in selling and/or manufacturing the motor vehicle for distribution and/or sale to the general public, Defendants impliedly warranted that the motor vehicle, described in detail in paragraph 4 of this Complaint, was of merchantable quality and/or fit for the ordinary purpose for which it was designed and intended and further that it was safe and suitable for the use in fact made by the Plaintiffs, Robbins.

35. That the Defendants breached this implied warranty of merchantability by failing to provide a safe motor vehicle free of defects, and further, said motor vehicle was not merchantable and did not meet the implied warranty of merchantability in that:

- a. it was defective and dangerous;
- b. it was not of fair average quality;
- c. would not pass without objection in the trade;
- d. was not fit for the ordinary purpose for which motor vehicles are used; and

e. was otherwise not merchantable and not fit for sale to the general public.

36. The Plaintiffs and Use-Plaintiffs were foreseeable beneficiaries of this implied warranty of merchantability and relied upon the implied warranty provided by the Defendants.

37. That as a direct and proximate result of Defendants breach of implied warranty of fitness and merchantability, Plaintiffs have sustained property damage and other losses as set forth in this Complaint.

38. That Plaintiffs and Use-Plaintiffs subsequently notified Defendants of the breach of implied warranty of fitness and merchantability and of Plaintiffs damages resulting therefrom.

39. That as a direct and proximate result of the Defendants breach of implied warranty of fitness and merchantability, the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and Plaintiffs, [REDACTED] paid unto Plaintiffs the sum of \$20,859.24 as evidenced by the attached copies of the drafts, incorporated by reference herein and marked Exhibit A.

40. That as a direct and proximate result of the Defendants breach of implied warranty of fitness and merchantability, the Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect

between itself and Plaintiffs, [REDACTED] paid unto the Plaintiffs the sum of \$119,475.35, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit B.

41. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively for which expenses they are out of pocket. Use-Plaintiff, State Farm Mutual Automobile Insurance Company, incurred expenses of \$857.42 to investigate the origin and cause of the fire damage to Plaintiffs motor vehicle. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the breach of implied warranty of fitness and merchantability of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,492.01 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief that the Court may deem just and proper.

COUNT IV - BREACH OF IMPLIED WARRANTY
OF FITNESS FOR A PARTICULAR PURPOSE

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance

Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for breach of implied warranty of fitness for a particular purpose and incorporate and re-allege the factual allegations of paragraphs 1 through 41 as stated aforesaid and state further:

42. Plaintiffs, [REDACTED] received, operated, and used the motor vehicle at issue for the particular purposes for which such motor vehicle was designed and intended.

43. Defendants knew or had reason to know the purpose for which the Plaintiffs received, operated and used the motor vehicle as previously described.

44. The Plaintiffs and Use-Plaintiffs were foreseeable beneficiaries of this implied warranty of fitness for a particular purpose and relied upon the implied warranty provided by the Defendants.

45. Defendants knew or had reason to know that the Plaintiffs and Use-Plaintiffs would rely on their skills and judgment to manufacture, distribute and sell a suitable safe motor vehicle.

46. Plaintiffs and Use-Plaintiffs relied on Defendants skill and judgment to manufacture, distribute and sell a product, to wit, a motor vehicle, suitable and safe for the particular purpose of an automobile.

47. That the Defendants motor vehicle as previously described in paragraph 4 of this Complaint, was sold to the Plaintiff, [REDACTED]. Plaintiffs were insured by Use-Plaintiff, State Farm Mutual Automobile Insurance

Company, and Defendants breached their implied warranty of fitness for a particular purpose as the motor vehicle at issue was defective as described heretofore in that it was not safe and effective, and not fit for the purpose of an automobile.

48. The Plaintiffs and Use-Plaintiffs notified Defendants of the breach of warranty and their damages resulting therefrom.

49. As a direct and proximate result of Defendants breach of implied warranty of fitness for a particular purpose, Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and the Plaintiffs, [REDACTED] paid unto Plaintiffs, the sum of \$20,859.24, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit A.

50. As a direct and proximate result of Defendants breach of implied warranty of fitness for a particular purpose, Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED], paid unto the Plaintiffs the sum of \$119,475.35, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit B.

51. Plaintiffs, [REDACTED], paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively, for which expenses they are out of pocket.

Use-Plaintiff, State Farm Mutual Automobile Insurance Company, incurred expenses of \$857.42 to investigate the origin and cause of the fire damage to Plaintiffs motor vehicle. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the breach of implied warranty of fitness for a particular purpose by the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,492.01 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief as the Court may deem just and proper.

COUNT V - STRICT LIABILITY IN TORT

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for strict liability in tort and incorporate and reallege the factual allegations of paragraphs 1 through 51 as stated aforesaid and state further:

- 52. That the motor vehicle provided to the Plaintiffs, [REDACTED] was defective in its manufacture and design when it

left the control of the Defendants and when it was received by the Plaintiff, [REDACTED]

53. At the time of the purchase of the motor vehicle and at the time of the Plaintiff's property damage, the Defendants were engaged in the business of designing, testing, manufacturing, marketing, packaging, distributing and selling motor vehicles such as the one at issue.

54. At all times relevant hereto, the Plaintiffs were the intended and foreseeable users of the motor vehicle at issue.

55. The Defendants designed, tested, manufactured, marketed, packaged, distributed and sold the motor vehicle at issue in a defective and unreasonably dangerous condition.

56. The Defendants failed to properly and adequately design and manufacture the motor vehicle at issue and further failed to exercise proper quality control assurances to ensure against a manufacturing defect as existed here, which defect was the cause of the fire at issue.

57. The Defendants further failed to provide adequate warnings of the dangers associated with the use of the motor vehicle, failed to exercise proper and due care in the manufacture, design, testing, packaging, distribution and marketing of the motor vehicle and the motor vehicle was defective in other ways.

58. That the Defendants further represented that the motor vehicle was reasonably safe for its intended use and

for the use in the manner directed and promoted by the Defendants.

59. That the motor vehicle which caused Plaintiffs property damages had not prior to the occurrence sustained any substantial changes, modifications or alterations and Plaintiffs were exercising due care with regard to the use of the motor vehicle without any misuse associated therewith.

60. The defects in the motor vehicle caused the Plaintiffs damages as set forth in this Complaint.

61. The Defendants are strictly liable for allowing the inherently dangerous and defective motor vehicle, as previously described in Paragraph 4 of this Complaint, to be purchased and used by the Plaintiffs.

62. That as a direct and proximate result of the inherently and unreasonably dangerous and defective motor vehicle as described in paragraph 4 of this Complaint, the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and Plaintiffs, [REDACTED] paid unto Plaintiffs the sum of \$20,859.24, as evidenced by the attached copies of the drafts, incorporated by reference herein and marked Exhibit A.

63. That as a direct and proximate result of the inherently and unreasonably dangerous and defective motor vehicle as described in Paragraph 4 of this Complaint, the Use-Plaintiff, State Farm Fire and Casualty Company, in

accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED] paid unto Plaintiffs the sum of \$119,475.35, as evidenced by the attached copies of drafts, incorporated by reference herein and marked Exhibit B.

64. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively for which expenses they are out of pocket. Use-Plaintiff, State Farm Mutual Automobile Insurance Company, incurred expenses of \$857.42 to investigate the origin and cause of the fire damage to Plaintiffs motor vehicle. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the inherently and unreasonably dangerous and defective motor vehicle of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,492.01 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief as the Court may deem just and proper.

COUNT VI - LEGAL (EQUITABLE) SUBROGATION

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance

Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for legal (equitable) subrogation and incorporate and re-allege the factual allegations of paragraphs 1 through 64 as stated aforesaid and state further:

65. As a direct consequence of the negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, breach of strict liability in tort, the Defendants were the actual and sole proximate cause and are otherwise primarily liable for Plaintiffs property damages and other damages as set forth in this Complaint.

66. The Use-Plaintiff, State Farm Mutual Automobile Insurance Company, is neither a volunteer or intermeddler, and paid the Plaintiffs the sum of \$20,859.24 to fulfill its contractual obligations with the Plaintiffs pursuant to their contract of automobile insurance, policy number [REDACTED], and to otherwise protect Use-Plaintiff's rights.

67. The Use-Plaintiff, State Farm Fire and Casualty Company, is neither a volunteer or intermeddler, and paid the Plaintiffs the sum of \$119,475.35 to fulfill its contractual obligations with the Plaintiffs pursuant to their contract of homeowners insurance, policy number [REDACTED] and to otherwise protect Use-Plaintiff's rights.

68. Plaintiff, [REDACTED], paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively, for which expenses they are out-of-pocket.

Use-Plaintiff, State Farm Mutual Automobile Insurance Company, incurred expenses of \$857.42 to investigate the origin and cause of the fire damage to Plaintiffs motor vehicle. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, and breach of strict liability in tort by the Defendants.

69. Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, are entitled to reimbursement in the sum of \$141,492.01 to prevent unjust enrichment of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

A. \$141,492.01 in compensatory damages.

B. The costs of this suit.

C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.

D. Such other relief as the Court may deem just and proper.

COUNT VII - CONVENTIONAL SUBROGATION

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and

Koons, for conventional subrogation and incorporate and reallege the factual allegations of paragraphs 1 through 69 as stated aforesaid and state further:

70. That at all times relevant to the losses that are the subject of this Complaint, a contract of automobile insurance, policy number [REDACTED] existed between the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and the Plaintiffs, [REDACTED].

71. That at all times relevant to the losses that are the subject of this Complaint, a contract of homeowners insurance, policy number [REDACTED] existed between the Use-Plaintiff, State Farm Fire and Casualty Company and Plaintiffs, [REDACTED].

72. Based upon Use-Plaintiffs investigation of the accident, Defendants negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, breach of strict liability in tort was the actual and sole proximate cause of Plaintiffs property damages.

73. That Plaintiffs, [REDACTED] made a claim under the provisions of the aforementioned policies of automobile and homeowners insurance with Use-Plaintiffs, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, respectively, and received payment from the latter in the amount of \$20,859.24 and \$119,475.35 respectively, pursuant to those coverages. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00, respectively, for which

expenses they are out of pocket. Use-Plaintiff, State Farm Mutual Automobile Insurance Company, incurred expenses of \$857.42 to investigate the origin and cause of the fire damage to Plaintiffs motor vehicle. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,492.01 as a direct and proximate result of the negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, and breach of strict liability in tort by the Defendants.

74. Plaintiffs, [REDACTED] executed Release and Trust Agreements assigning to the Use-Plaintiffs, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, all rights to proceed against the Defendants.


75. As a result of Use-Plaintiffs, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, aforementioned payments and Release and Trust Agreements, Use-Plaintiffs are subrogated to all of the rights of its insureds, [REDACTED], against the Defendants and any and all person or persons responsible for said loss.

76. Pursuant to Plaintiffs policy provisions, the Use-Plaintiffs upon payment to the Plaintiffs under the provisions of the aforementioned policies of automobile and homeowners insurance, shall be subrogated to all of its insureds rights of recovery against the Defendants and any and all persons responsible for said loss.

77. Use-Plaintiffs are entitled to reimbursement in the sum of \$141,492.01 to prevent unjust enrichment of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,492.01 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief as the Court may deem just and proper.


ISAAC S. WARANCH
Attorney for Plaintiffs
1 W. Pennsylvania Ave., Ste. 500
Towson, Maryland 21204-5025
(410) 832-8016

TRUE COPY,

TEST: Robert F. Duckworth, Clerk

By Deanne Z. Evans Deputy

5/18

STATE FARM FIRE AND CASUALTY
COMPANY AND STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY
1 State Farm Drive
Frederick, MD 21709
to its own use and to the use of
and as subrogee of its insureds

[REDACTED]
Annapolis, MD [REDACTED]

and

[REDACTED]
Annapolis, MD [REDACTED]

Plaintiffs

vs.

FORD MOTOR COMPANY
Parklane Towers West, Suite 400
Three Parklane Boulevard
Dearborn, Michigan 48126

Serve On Resident Agent:
Corporation Trust Incorporated
32 South Street
Baltimore, MD 21202

and

KOONS FORD OF ANNAPOLIS, INC.
2540 Riva Road
Annapolis, MD 21401

Serve On Resident Agent:
Ronald L. Hendricks
2540 Riva Road
Annapolis, MD 21401

Defendants

AMENDED COMPLAINT

Use-Plaintiffs, State Farm Fire and Casualty Company
and State Farm Mutual Automobile Insurance Company, to its
own use and to the use of and as subrogee of its insureds,

* IN THE
*
* CIRCUIT COURT
*
* OF MARYLAND FOR
*
* ANNE ARUNDEL COUNTY
*
* Case No. C-97-36249 OC

[REDACTED] and [REDACTED], hereinafter referred to as [REDACTED], by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue the Defendants, Ford Motor Company, hereinafter referred to as "Ford", and Koons Ford of Annapolis, Inc., hereinafter referred to as "Koons", and pursuant to Maryland Rule 2-341(a) files the herein Amended Complaint and for reasons state:

ALLEGATIONS COMMON TO ALL COUNTS

1. The Plaintiffs, [REDACTED] reside at [REDACTED] Annapolis, Maryland [REDACTED] hereinafter referred to as "Plaintiffs real property".
2. Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, are corporations incorporated under the laws of Illinois with a regional office located in Frederick, Maryland and eighteen (18) claims offices located throughout Maryland. At all times pertinent hereto, Use-Plaintiff was and is a corporation authorized and qualified to transact insurance business in the State of Maryland.
3. At all times pertinent hereto, Defendants designed, tested, manufactured, distributed, and sold motor vehicle products in the State of Maryland which products were intended to be distributed and used in the State of Maryland.
4. Specifically, but not limited to, the Defendants, individually and as agents for each other designed, tested, manufactured, packaged, distributed and sold to Plaintiff, [REDACTED] one (1) 1995 Ford Crown Victoria.

VIN number 2FALP73WXSX203411, hereinafter referred to as the "motor vehicle" which is the subject matter of this action and which product has caused tortious injury in the State of Maryland. Jurisdiction is founded upon the Maryland Code Annotated, Courts and Judicial Proceedings Article, Section 6-103(b)(3).

5. That the herein cause of action arose in Anne Arundel County, Maryland and therefore venue is appropriate pursuant to the Maryland Code Annotated, Courts and Judicial Proceedings Article, Section 6-202(8).

6. Upon information and belief, the motor vehicle at issue is a 1995 Ford Crown Victoria, VIN number 2FALP73WXSX203411. Confirmation of this fact has been provided by independent representatives of the Plaintiffs and Defendant, Ford, who have inspected the motor vehicle at issue.

7. The motor vehicle at issue was purchased by Plaintiffs, [REDACTED] on or about September 30, 1995 from Koons Ford of Annapolis, Inc., 2540 Riva Road, Annapolis, Maryland 21401.

8. At all times pertinent hereto, the motor vehicle at issue was used by the Plaintiffs with care and at no time was it misused, abused or altered in any manner.

9. At the time and place of the loss as alleged in the herein Complaint, Plaintiffs motor vehicle had accumulated approximately 1,400 road miles.

10. On or about December 21, 1995, the Plaintiff, [REDACTED] returned to his residence from doing shopping errands while driving his 1995 Ford Crown Victoria

as previously described in Paragraph 4 of this Complaint. As Plaintiff, [REDACTED] drove his motor vehicle into his garage, suddenly and without warning, the motor vehicle caught fire and within seconds exploded into a fireball, which fire ultimately spread and caused serious and extensive damage to Plaintiffs motor vehicle, Plaintiffs real property, and the contents of said motor vehicle and real property owned by the Plaintiffs, [REDACTED]

11. As a direct and proximate result of the fire at issue, the Plaintiffs suffered extensive property damage to their motor vehicle, real property, and the contents contained in their motor vehicle and real property.

12. The fire was caused by a defective motor vehicle, as described in Paragraph 4 of this Complaint, designed, tested, manufactured, packaged, distributed, and sold by the Defendants.

13. The motor vehicle contained manufacturing defects and design defects which were a cause of the motor vehicle's failure to operate properly thereby resulting in the fire.

14. The Defendants negligently failed to exercise appropriate quality control in the manufacture of the motor vehicle which would have stopped the introduction of this defective motor vehicle into the stream of commerce. Additionally, the packaging and distribution method was such that damage was inflicted upon the product which constituted an additional cause of the fire.

15. At all times relevant to the losses that are the subject of this Complaint, a contract of automobile insurance, policy number [REDACTED] existed between

Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and Plaintiffs, [REDACTED] The policy of insurance covered the losses alleged in this Complaint. State Farm Mutual Automobile Insurance Company paid \$21,993.24 under its comprehensive coverage provisions of the aforesaid policy of automobile insurance to the Plaintiffs, [REDACTED] as a result of the property damages caused by the negligence of the Defendants.

16. At all times relevant to the losses that are the subject of this Complaint, a contract of homeowners insurance, policy number [REDACTED] existed between the Use-Plaintiff, State Farm Fire and Casualty Company, and Plaintiffs, [REDACTED] The policy of insurance covered the losses alleged in this Complaint. State Farm Fire and Casualty Company paid \$119,475.35 pursuant to the provisions of the aforesaid policy of homeowners insurance to the Plaintiffs, [REDACTED] as a result of the property damages caused by the negligence of the Defendants.

17. That at all times relevant herein, the Defendants held themselves out to be experts in the manufacturing, design, packaging, distribution, and sale of the motor vehicle, as previously described in Paragraph 4 of this Complaint, and Plaintiffs relied on those representations.

18. Claim is made herein by Use-Plaintiffs and Plaintiffs pursuant to each and every count and cause of action that follows claiming both property damage and other damages incurred as against each Defendant, jointly and severally.

COUNT I - NEGLIGENCE

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waresch, sue Defendants, Ford and Koons, for negligence and incorporates and re-alleges the factual allegations of paragraphs 1 through 18 as stated aforesaid and state further:

19. The Defendants, jointly and severally and acting as agents on behalf of the other, had a duty to exercise due care in the design, testing, manufacture and sale of the motor vehicle at issue. The Defendants owed the aforementioned duty to the public in general and to the Plaintiffs and the Use-Plaintiffs, in particular. The Defendants breached that duty by failing to properly design, test, manufacture, market, package, distribute, and sell the motor vehicle at issue. The duties breached constituted negligence on the part of the Defendants in a variety of ways, including but not limited to the following:

a. By failing to exercise appropriate quality control and testing in the manufacturing process of the motor vehicle at issue which would have stopped the introduction of this defective motor vehicle into the stream of commerce.

b. By failing to insure adequate packaging to prevent damage during distribution and transit.

c. By failing to adequately warn Plaintiffs and Use-Plaintiffs about the hazards associated with the motor vehicle at the time it left the control of the Defendants.

d. By failing to properly test concerning the propensities of the motor vehicle at issue, and other similar motor vehicles to catch fire and cause severe fire property damage to motor vehicles, real property, and the contents contained therein where each was/were located.

e. By failing to properly inspect the motor vehicle at issue and others like it for dangerous propensities.

f. By negligently designing a motor vehicle which was defective at the time it left the control of the Defendants.

g. By negligently manufacturing a motor vehicle which was defective at the time it left the control of the Defendants.

h. By negligently distributing, marketing, and selling a motor vehicle that was defective at the time it was distributed, marketed and/or sold.

i. By improperly failing to warn Plaintiffs and Use-Plaintiffs and by continuing to fail to warn Plaintiffs and Use-Plaintiffs of the fire hazards, risks and dangers created by the defective condition of the aforesaid motor vehicle at issue.

j. By otherwise designing, manufacturing, distributing, and selling a defective product.

k. By improperly failing to design, engineer, manufacture, assemble, sell, inspect, test, maintain, service and repair, a motor vehicle in such a manner that it would not catch fire and cause the foreseeable harm and property damage that occurred in this case.

1. By otherwise failing to use reasonable care under the circumstances, in ways that may be disclosed during the process of further investigation and discovery in this case.

20. The Defendants, individually and as agents or representatives of each other, had a duty to use reasonable care at the time of the design, manufacture, distribution, and sale of the motor vehicle at issue, so as to eliminate unreasonable risk of harm or property damage, which was reasonably foreseeable, which duty was breached by the Defendants, and such breach of duty proximately caused serious and substantial damage to the motor vehicle, real property, and the contents contained in the aforesaid motor vehicle and real property, owned by Plaintiffs, Robbins.

21. That as a direct and proximate result of the negligence of the Defendants, the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the aforesaid policy of automobile insurance in effect between itself and the Plaintiffs, [REDACTED] paid to and/or on behalf of the Plaintiffs the sum of \$21,993.24.

22. That as a direct and proximate result of the negligence of the Defendants, the Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the aforesaid policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED] paid to and on behalf of the Plaintiffs the sum of \$119,475.35.

23. That as a direct consequence of the loss to the motor vehicle described in paragraph 9 above, Use-Plaintiff,

State Farm Mutual Automobile Insurance Company, paid tow charges and storage charges to Bal Air Auto Auction for the period of December 27, 1995 through August 11, 1996 in the sum of \$919.00

24. That as a direct consequence of the loss to the motor vehicle described in Paragraph 9 above, the Plaintiffs, [REDACTED] made a claim under their rental coverage provisions of the aforementioned policy of automobile insurance with the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and received payment from the latter in the amount of \$400.00.

25. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00, respectively, all of which expenses they are out of pocket and Plaintiffs otherwise sustained damages in the aggregate amount of \$141,768.59 as a direct and proximate result of the negligence of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief that the Court may deem just and proper.

COUNT II - BREACH OF EXPRESS WARRANTY

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance

Company, by their attorneys, H. Harritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for breach of express warranty and incorporate and re-allege the factual allegations of paragraphs 1 through 25 as stated aforesaid and state further:

26. That the Defendants expressly warranted by and through advertisements, oral promises, affirmations and written warranties that the motor vehicle was safe for its intended use.

27. Plaintiffs and Use-Plaintiffs were foreseeable beneficiaries of this express warranty and relied upon the express warranty provided by the Defendants.

28. The Defendants breached this warranty by failing to provide a safe motor vehicle free of defects. Defendants were notified of the breach by the Plaintiffs and Use-Plaintiffs and as a result proximately caused Plaintiffs damages.

29. That as a direct and proximate result of the Defendants breach of the aforesaid express warranty, Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and Plaintiffs, [REDACTED] paid unto Plaintiffs the sum of \$21,993.24.

30. That as a direct and proximate result of the Defendants breach of the aforesaid express warranty, Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and the

Plaintiffs [REDACTED], paid unto the Plaintiffs the sum of \$119,475.35.

31. Plaintiffs [REDACTED], paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00, respectively, for which expenses they are out of pocket. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,768.59 as a direct and proximate result of the breach of express warranty by the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief that the Court may deem just and proper.

COUNT III - BREACH OF IMPLIED WARRANTY
OF MERCHANTABILITY

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for breach of implied warranty of merchantability and incorporate and re-allege the factual allegations of paragraphs 1 through 31 as stated aforesaid and state further:

32. That the Defendants were the manufacturer and/or

seller of the motor vehicle at issue as described in detail in Paragraph 4 of this Complaint.

33. That the Defendants held themselves out as having knowledge and skill particular to the manufacture and sale of the motor vehicle at issue and were at all times relevant hereto "merchants" and/or "sellers" within the meaning of the Maryland Code Annotated, Commercial Law Article, Section 2-104(1) and 2-314(1)(a).

34. That in selling and/or manufacturing the motor vehicle for distribution and/or sale to the general public, Defendants impliedly warranted that the motor vehicle, described in detail in paragraph 4 of this Complaint, was of merchantable quality and/or fit for the ordinary purpose for which it was designed and intended and further that it was safe and suitable for the use in fact made by the Plaintiffs, [REDACTED]

35. That the Defendants breached this implied warranty of merchantability by failing to provide a safe motor vehicle free of defects, and further, said motor vehicle was not merchantable and did not meet the implied warranty of merchantability in that:

- a. it was defective and dangerous;
- b. it was not of fair average quality;
- c. would not pass without objection in the trade;
- d. was not fit for the ordinary purpose for which motor vehicles are used; and
- e. was otherwise not merchantable and not fit for sale to the general public.

36. The Plaintiffs and Use-Plaintiffs were foreseeable beneficiaries of this implied warranty of merchantability and relied upon the implied warranty provided by the Defendants.

37. That as a direct and proximate result of Defendants breach of implied warranty of fitness and merchantability, Plaintiffs have sustained property damage and other losses as set forth in this Complaint.

38. That Plaintiffs and Use-Plaintiffs subsequently notified Defendants of the breach of implied warranty of fitness and merchantability and of Plaintiffs damages resulting therefrom.

39. That as a direct and proximate result of the Defendants breach of implied warranty of fitness and merchantability, the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and Plaintiffs, [REDACTED] paid unto Plaintiffs the sum of \$21,993.24.

40. That as a direct and proximate result of the Defendants breach of implied warranty of fitness and merchantability, the Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and Plaintiffs, [REDACTED] paid unto the Plaintiffs the sum of \$119,475.35.

41. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively for which expenses they are out of pocket.

Plaintiffs otherwise sustained damages in the aggregate amount of \$141,768.59 as a direct and proximate result of the breach of implied warranty of fitness and merchantability of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief that the Court may deem just and proper.

COUNT IV - BREACH OF IMPLIED WARRANTY
OF FITNESS FOR A PARTICULAR PURPOSE

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for breach of implied warranty of fitness for a particular purpose and incorporate and re-allege the factual allegations of paragraphs 1 through 41 as stated aforesaid and state further:

42. Plaintiffs, [REDACTED] received, operated, and used the motor vehicle at issue for the particular purposes for which such motor vehicle was designed and intended.

43. Defendants knew or had reason to know the purpose for which the Plaintiffs received, operated and used the

motor vehicle as previously described.

44. The Plaintiffs and Use-Plaintiffs were foreseeable beneficiaries of this implied warranty of fitness for a particular purpose and relied upon the implied warranty provided by the Defendants.

45. Defendants knew or had reason to know that the Plaintiffs and Use-Plaintiffs would rely on their skills and judgment to manufacture, distribute and sell a suitable safe motor vehicle.

46. Plaintiffs and Use-Plaintiffs relied on Defendants skill and judgment to manufacture, distribute and sell a product, to wit, a motor vehicle, suitable and safe for the particular purpose of an automobile.

47. That the Defendants motor vehicle as previously described in paragraph 4 of this Complaint, was sold to the Plaintiff, [REDACTED] Plaintiffs were insured by Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and Defendants breached their implied warranty of fitness for a particular purpose as the motor vehicle at issue was defective as described heretofore in that it was not safe and effective, and not fit for the purpose of an automobile.

48. The Plaintiffs and Use-Plaintiffs notified Defendants of the breach of warranty and their damages resulting therefrom.

49. As a direct and proximate result of Defendants breach of implied warranty of fitness for a particular purpose, Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and

conditions of the policy of automobile insurance in effect between itself and the Plaintiffs. [REDACTED], paid unto Plaintiffs, the sum of \$21,993.24.

50. As a direct and proximate result of Defendants breach of implied warranty of fitness for a particular purpose, Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED] paid unto the Plaintiffs the sum of \$119,475.35.

51. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively, for which expenses they are out of pocket. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,768.59 as a direct and proximate result of the breach of implied warranty of fitness for a particular purpose by the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief as the Court may deem just and proper.

COUNT V - STRICT LIABILITY IN TORT

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for strict liability in tort and incorporate and re-allege the factual allegations of paragraphs 1 through 51 as stated aforesaid and state further:

52. That the motor vehicle provided to the Plaintiffs, [REDACTED] was defective in its manufacture and design when it left the control of the Defendants and when it was received by the Plaintiff, [REDACTED]

53. At the time of the purchase of the motor vehicle and at the time of the Plaintiff's property damage, the Defendants were engaged in the business of designing, testing, manufacturing, marketing, packaging, distributing and selling motor vehicles such as the one at issue.

54. At all times relevant hereto, the Plaintiffs were the intended and foreseeable users of the motor vehicle at issue.

55. The Defendants designed, tested, manufactured, marketed, packaged, distributed and sold the motor vehicle at issue in a defective and unreasonably dangerous condition.

56. The Defendants failed to properly and adequately design and manufacture the motor vehicle at issue and further failed to exercise proper quality control assurances to ensure against a manufacturing defect as existed here, which defect was the cause of the fire at issue.

57. The Defendants further failed to provide adequate warnings of the dangers associated with the use of the motor vehicle, failed to exercise proper and due care in the manufacture, design, testing, packaging, distribution and marketing of the motor vehicle and the motor vehicle was defective in other ways.

58. That the Defendants further represented that the motor vehicle was reasonably safe for its intended use and for the use in the manner directed and promoted by the Defendants.

59. That the motor vehicle which caused Plaintiffs property damages had not prior to the occurrence sustained any substantial changes, modifications or alterations and Plaintiffs were exercising due care with regard to the use of the motor vehicle without any misuse associated therewith.

60. The defects in the motor vehicle caused the Plaintiffs damages as set forth in this Complaint.

61. The Defendants are strictly liable for allowing the inherently dangerous and defective motor vehicle, as previously described in Paragraph 4 of this Complaint, to be purchased and used by the Plaintiffs.

62. That as a direct and proximate result of the inherently and unreasonably dangerous and defective motor vehicle as described in paragraph 4 of this Complaint, the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, in accordance with the terms and conditions of the policy of automobile insurance in effect between itself and Plaintiffs, [REDACTED], paid unto Plaintiffs the sum of

\$21,993.24.

63. That as a direct and proximate result of the inherently and unreasonably dangerous and defective motor vehicle as described in Paragraph 4 of this Complaint, the Use-Plaintiff, State Farm Fire and Casualty Company, in accordance with the terms and conditions of the policy of homeowners insurance in effect between itself and the Plaintiffs, [REDACTED] paid unto Plaintiffs the sum of \$119,475.35.

64. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively for which expenses they are out of pocket. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,768.59 as a direct and proximate result of the inherently and unreasonably dangerous and defective motor vehicle of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief as the Court may deem just and proper.

COUNT VI - LEGAL (EQUITABLE) SUBROGATION

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance

Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for legal (equitable) subrogation and incorporate and re-allege the factual allegations of paragraphs 1 through 64 as stated aforesaid and state further:

55. As a direct consequence of the negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, breach of strict liability in tort, the Defendants were the actual and sole proximate cause and are otherwise primarily liable for Plaintiffs property damages and other damages as set forth in this Complaint.

66. The Use-Plaintiff, State Farm Mutual Automobile Insurance Company, is neither a volunteer or intermeddler, and paid the Plaintiffs the sum of \$21,993.24 to fulfill its contractual obligations with the Plaintiffs pursuant to their contract of automobile insurance, policy number [REDACTED] and to otherwise protect Use-Plaintiff's rights.

67. The Use-Plaintiff, State Farm Fire and Casualty Company, is neither a volunteer or intermeddler, and paid the Plaintiffs the sum of \$119,475.35 to fulfill its contractual obligations with the Plaintiffs pursuant to their contract of homeowners insurance, policy number [REDACTED] and to otherwise protect Use-Plaintiff's rights.

68. Plaintiff, [REDACTED], paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00 respectively, for which expenses they are out-of-pocket. Plaintiffs otherwise sustained damages in the aggregate

amount of \$141,768.59 as a direct and proximate result of the negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, and breach of strict liability in tort by the Defendants.

69. Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, are entitled to reimbursement in the sum of \$141,768.59 to prevent unjust enrichment of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.
- D. Such other relief as the Court may deem just and proper.

COUNT VII - CONVENTIONAL SUBROGATION

Plaintiffs and Use-Plaintiffs, State Farm Fire and Casualty Company and State Farm Mutual Automobile Insurance Company, by their attorneys, H. Barritt Peterson, Jr. & Associates and Isaac S. Waranch, sue Defendants, Ford and Koons, for conventional subrogation and incorporate and re-allege the factual allegations of paragraphs 1 through 69 as stated aforesaid and state further:

70. That at all times relevant to the losses that are the subject of this Complaint, a contract of automobile

insurance, policy number [REDACTED], existed between the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, and the Plaintiffs, [REDACTED]

71. That at all times relevant to the losses that are the subject of this Complaint, a contract of homeowners insurance, policy number [REDACTED] existed between the Use-Plaintiff, State Farm Fire and Casualty Company and Plaintiffs, Robbins.

72. Based upon Use-Plaintiffs investigation of the accident, Defendants negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, breach of strict liability in tort was the actual and sole proximate cause of Plaintiffs property damages.

73. That Plaintiffs, [REDACTED] made a claim under the provisions of the aforementioned policies of automobile and homeowners insurance with Use-Plaintiffs, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, respectively, and received payment from the latter in the amount of \$21,993.24 and \$119,475.35 respectively, pursuant to those coverages. Plaintiffs, [REDACTED] paid their automobile and homeowners deductibles in the sum of \$50.00 and \$250.00, respectively, for which expenses they are out of pocket. Plaintiffs otherwise sustained damages in the aggregate amount of \$141,768.59 as a direct and proximate result of the negligence, breach of express warranty, breach of implied warranty of merchantability, breach of implied warranty of fitness for a particular purpose, and breach of strict liability in tort

by the Defendants.

74. Plaintiffs, [REDACTED] executed Release and Trust Agreements assigning to the Use-Plaintiffs, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, all rights to proceed against the Defendants.

75. As a result of Use-Plaintiffs, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, aforementioned payments and Release and Trust Agreements, Use-Plaintiffs are subrogated to all of the rights of its insureds, [REDACTED] against the Defendants and any and all person or persons responsible for said loss.

76. Pursuant to Plaintiffs policy provisions, the Use-Plaintiffs upon payment to the Plaintiffs under the provisions of the aforementioned policies of automobile and homeowners insurance, shall be subrogated to all of its insureds rights of recovery against the Defendants and any and all persons responsible for said loss.

77. Use-Plaintiffs are entitled to reimbursement in the sum of \$141,768.59 to prevent unjust enrichment of the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants, jointly and severally, for:

- A. \$141,768.59 in compensatory damages.
- B. The costs of this suit.
- C. The cost of \$30.00 for service of process by a private process server pursuant to Maryland Code Annotated, Courts and Judicial Proceedings Article, Sections 7-402 through 7-404.

D. Such other relief as the Court may deem just and proper.

COUNT VIII - BREACH OF THE MARYLAND AUTOMOBILE WARRANTY ENFORCEMENT ACT

Use-Plaintiff, State Farm Mutual Automobile Insurance Company, by their attorney, Isaac S. Waranch, sues the Defendant, Ford Motor Company, for breach of the Maryland Automobile Warranty Enforcement Act, Maryland Commercial Law Code Annotated, Sec. 14-1501 et seq. and incorporates and realleges the factual allegations of Paragraphs 1 through 77 as stated aforesaid and states further:

78. Plaintiff, [REDACTED] on the date of loss, December 21, 1995, was a resident of Anne Arundel County, Maryland.

79. Defendant, Koons, at all times pertinent hereto, was and is a dealer authorized to sell and service motor vehicles manufactured and distributed by Defendant, Ford.

80. That on or about September 30, 1995, Plaintiff, Clark Benjamin Robbins, purchased a 1995 Ford Crown Victoria VIN number 2FALP73WXSX203411 from the Defendant, Koons, for \$21,257.50.

81. On December 21, 1995, the Plaintiff, [REDACTED] after performing some shopping errands drove his motor vehicle into his garage, when suddenly and without warning, his motor vehicle exploded into a fireball which fire ultimately spread resulting in the total destruction and loss of his aforesaid motor vehicle.

82. That the motor vehicle at issue in this case was within the warranty period provided by Maryland Commercial Law Code Annotated, Sec. 14-1501(g).

83. That the defect of the 1995 Ford Crown Victoria constitutes an uncorrectible defect or condition within the meaning of Maryland Commercial Law Code Annotated, Sec. 14-1502(c).

84. That the Use-Plaintiff, State Farm Mutual Automobile Insurance Company, gave the Defendant, Ford, formal notice within the meaning of Maryland Commercial Law Code Annotated, Sec. 14-1502(b).

85. That Use-Plaintiff, State Farm Mutual Automobile Insurance Company, was the purchaser, other than for resale, of the aforesaid 1995 Ford Crown Victoria, VIN number 2FALP73WXSX203411, and said title was transferred to Use-Plaintiff, State Farm Mutual Automobile Insurance Company, during the warranty period applicable to the aforesaid motor vehicle pursuant to Maryland Commercial Law Code Annotated, Sec. 14-1501(b).

86. On or about April 13, 1998, Use-Plaintiff, State Farm Mutual Automobile Insurance Company, tendered the return of the 1995 Ford Crown Victoria, VIN number 2FALP73WXSX203411, and demanded in writing that Defendant, Ford, refund the full purchase price of the aforementioned motor vehicle including all excise tax, license fees, registration fees, and any similar governmental charges.

87. As of the date of the filing of the herein Amended Complaint, the Defendant, Ford, without justification has failed and refused to refund the purchase price of the 1995 Ford Crown Victoria, VIN number 2FALP73WXSX203411. Further Defendant, Ford, has acted in bad faith and has violated Use-Plaintiff, State Farm Mutual Automobile Insurance Company's, rights under Sections 14-

1502 and 14-1504 of the Maryland Commercial Law Code Annotated.

WHEREFORE, Use-Plaintiff, State Farm Mutual Automobile Insurance Company, demands judgment against Defendant, Ford Motor Company, for:

A. The full purchase price of the vehicle, \$21,257.50, plus all excise tax, license fees, registration fees, and any similar governmental charges;

B. Damages of \$10,000.00 for the failure of the Defendant, Ford Motor Company, to act in good faith;

C. Interest, costs, and attorney's fees pursuant to Maryland Commercial Law Code Annotated, Sec. 14-1502(1);

D. For such other and further relief as the court deems proper.

COUNT IX - BREACH OF THE MARYLAND AUTOMOBILE WARRANTY

ENFORCEMENT ACT

Plaintiff, [REDACTED] by their attorney, Isaac S. Waxman, sues the Defendant, Ford Motor Company, for breach of the Maryland Automobile Warranty Enforcement Act, Maryland Commercial Law Code Annotated Sec. 14-1501 et seq. and incorporates and realleges the factual allegations of Paragraphs 1 through 87 as stated aforesaid and states further:

88. Plaintiff, [REDACTED] on the date of loss, December 21, 1995, was a resident of Anne Arundel County Maryland.

89. Defendant, Koons, at all times pertinent hereto was and is a dealer authorized to sell and service motor vehicles manufactured and distributed by Defendant, Ford.

90. That on or about September 30, 1995, Plaintiff, [REDACTED] purchased a 1995 Ford Crown Victoria VIN number

2FALP73WXSX203411, from the Defendant, Koons, for \$21,257.50.

91. That on December 21, 1995, the Plaintiff, [REDACTED]

[REDACTED], after performing some shopping errands drove his motor vehicle into his garage, when suddenly and without warning, his motor vehicle exploded into a fireball which fire ultimately spread resulting in the total destruction and loss of his aforesaid motor vehicle.

92. That the motor vehicle at issue in this case was within the warranty period provided by Maryland Commercial Law Code Annotated, Sec. 14-1501(g).

93. That the defect of the 1995 Ford Crown Victoria constitutes an uncorrectible defect or condition within the meaning of Maryland Commercial Law Code Annotated, Sec. 14-1502(c).

94. That the Plaintiff, [REDACTED] gave the Defendant, Ford, notice within the meaning of Maryland Commercial Law Code Annotated, Sec. 14-1502(b).


95. Plaintiff, [REDACTED] during the warranty period in effect with respect to the aforesaid motor vehicle demanded Defendant, Ford, replace the motor vehicle with a comparable vehicle and/or tendered the return of his 1995 Ford Crown Victoria VIN number 2FALP73WXSX203411, and requested a refund of the full purchase price of the aforementioned motor vehicle including all excise tax, license fees, registration fees, and any similar governmental charges.

96. As of the date of the filing of the herein Amended Complaint, the Defendant, Ford, without justification has failed and refused to replace Plaintiff [REDACTED], motor vehicle and further failed and refused to refund the purchase

price of the 1995 Ford Crown Victoria VIN number 2FALP73WXSX203411. Defendant, Ford, has acted in bad faith and has violated Plaintiff, [REDACTED], rights under Sec. 14-1502 and 14-1504 of the Maryland Commercial Law Code Annotated.

WHEREFORE, Plaintiff, Clark Benjamin Robbins, demands judgment against the Defendant, Ford Motor Company, for:

- A. The full purchase price of the vehicle, \$21,257.50, plus all excise tax, license fees, registration fees, and any similar governmental charges;
- B. Damages of \$10,000.00 for the failure of the Defendant, Ford Motor Company, to act in good faith;
- C. Interest, costs, and attorney's fees pursuant to Maryland Commercial Law Code Annotated, Sec. 14-1502(1);
- D. For such other and further relief as the court deems proper.

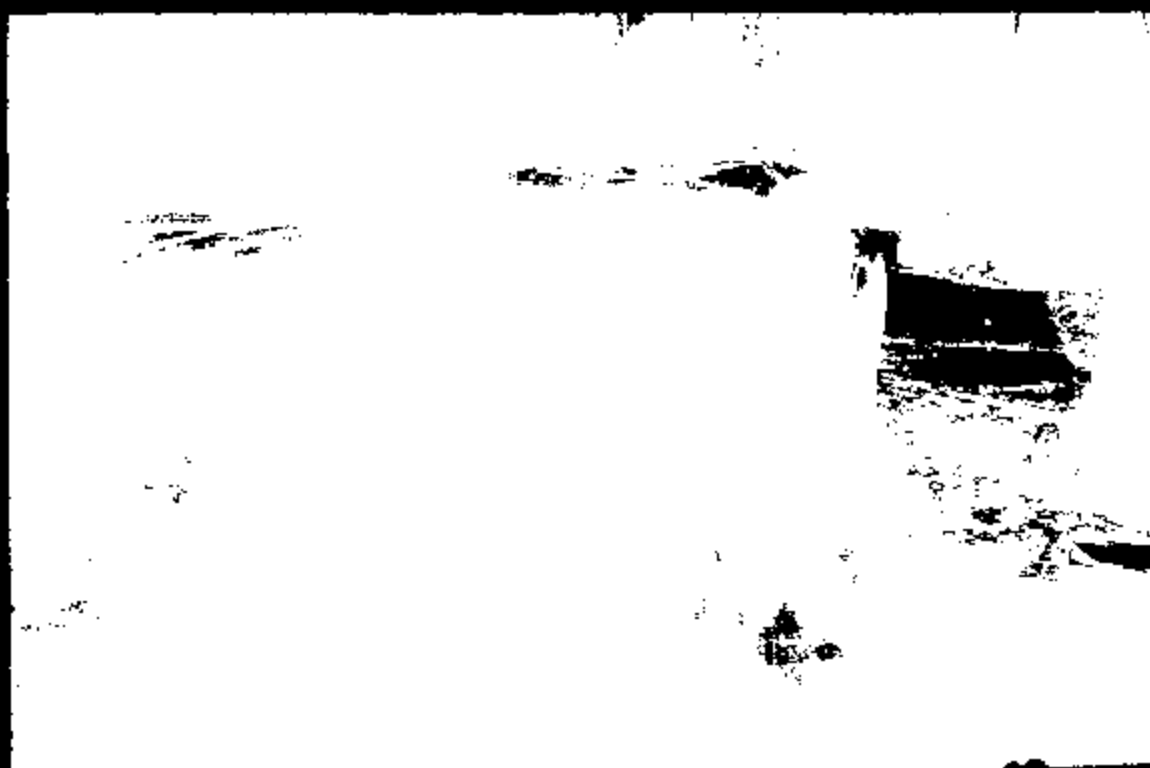

ISAAC S. WARANCH
Attorney for Plaintiffs
1 W. Pennsylvania Ave., Ste. 500
Towson, Maryland 21204-5025
(410) 832-8016

CERTIFICATE OF SERVICE

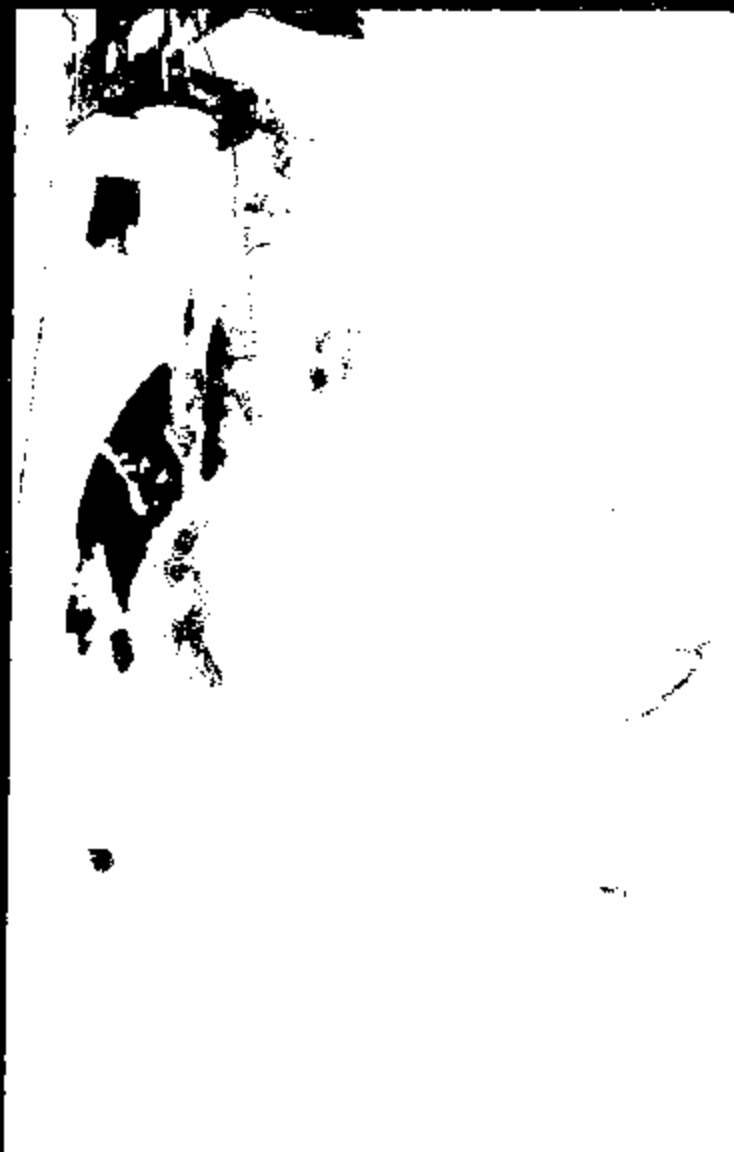
I HEREBY CERTIFY, That on this 18th day of May, 1998, a copy of the foregoing Amended Complaint was mailed, postage prepaid, to Christina L. Romero and Marina Lolley Dams, Requires, Venable, Baetjer & Howard, LLP, 1800 Mercantile Bank and Trust, 2 Hopkins Plaza, Baltimore, Maryland 21202, Attorney for Defendants, Ford Motor Company and Koons Ford of Annapolis, Inc.

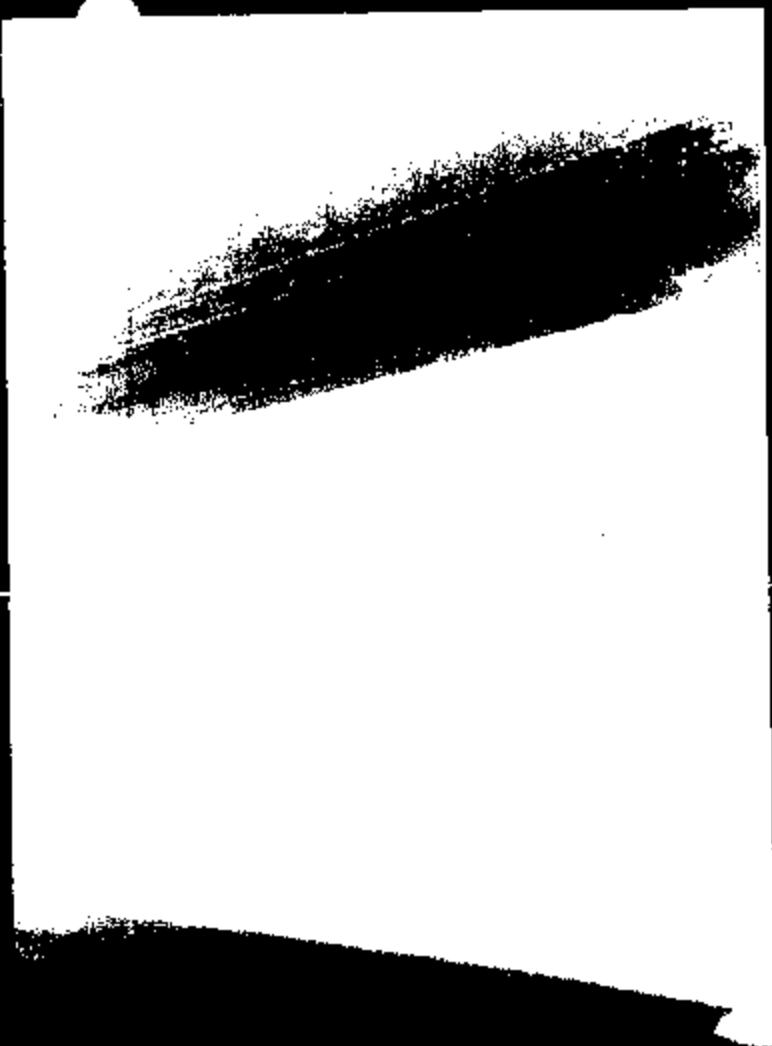

ISAAC S. WARANCH









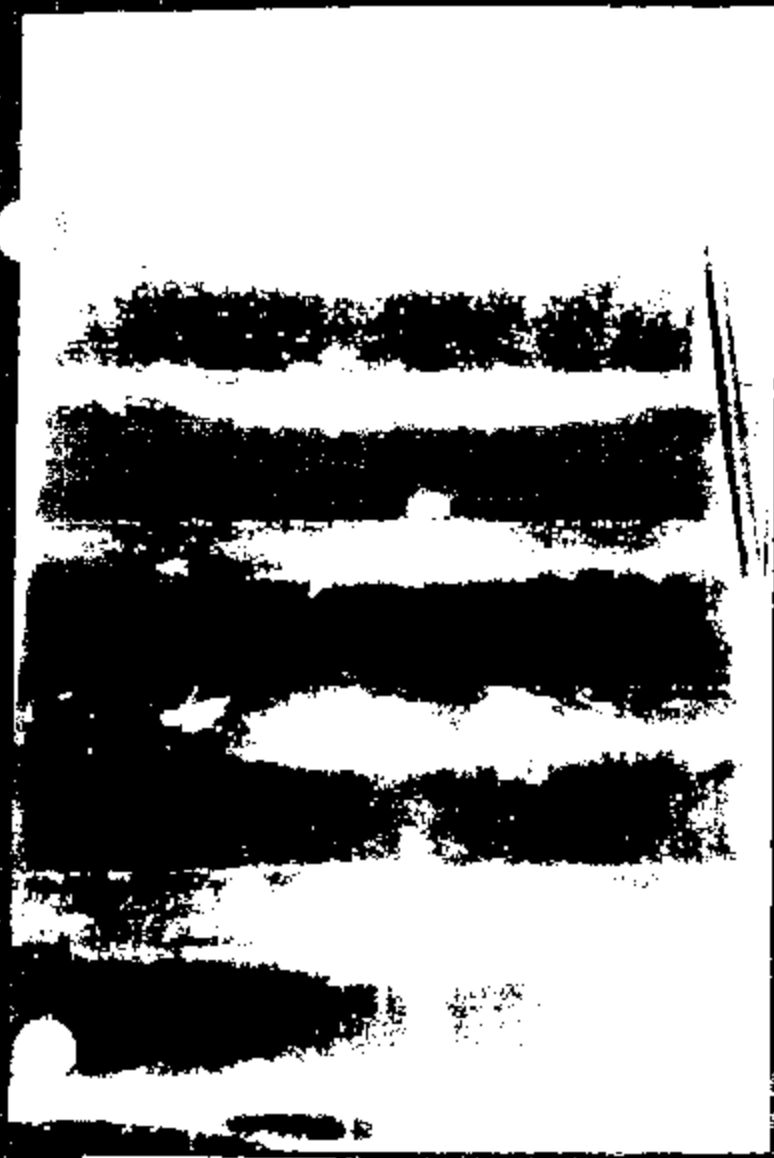


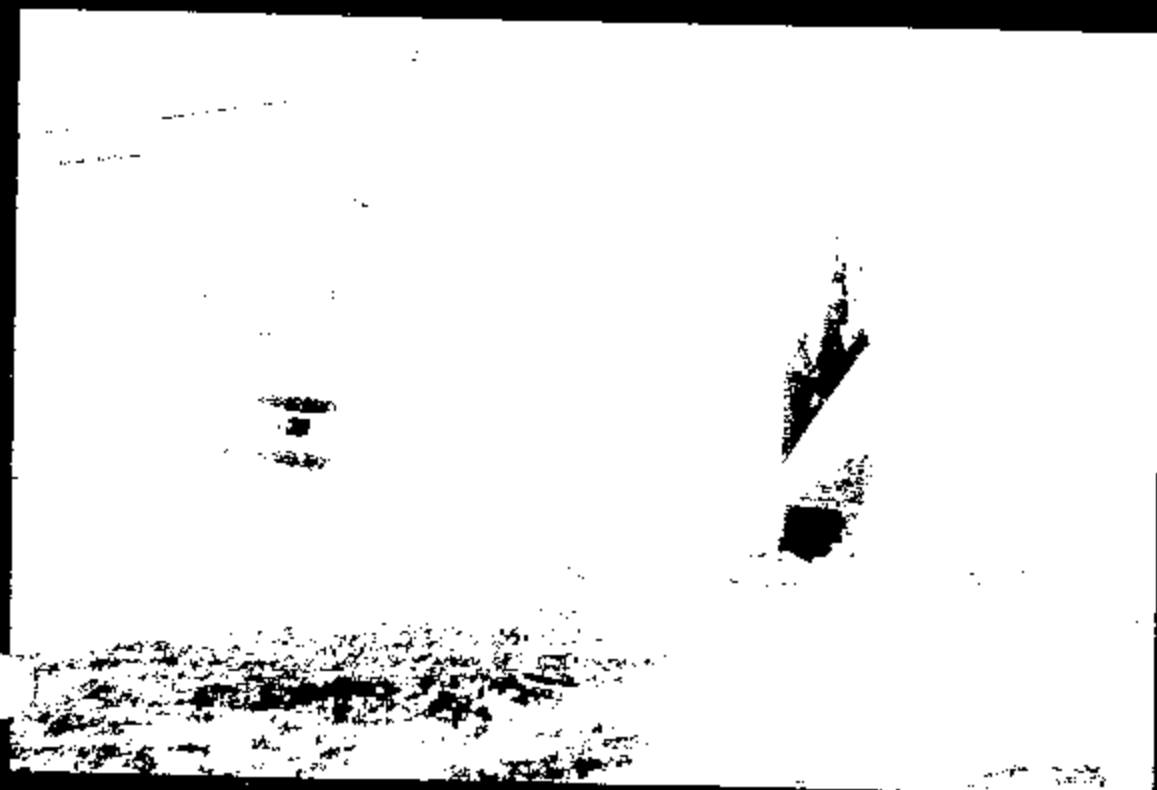
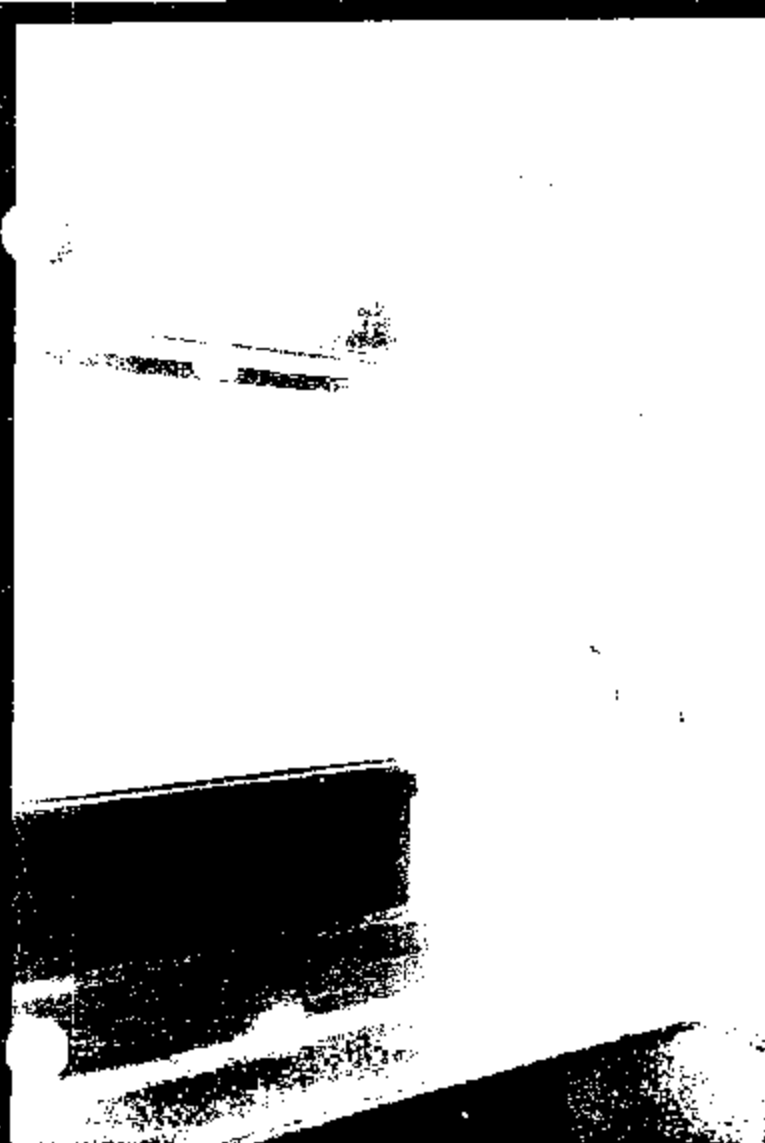
BP02-020-3 2711



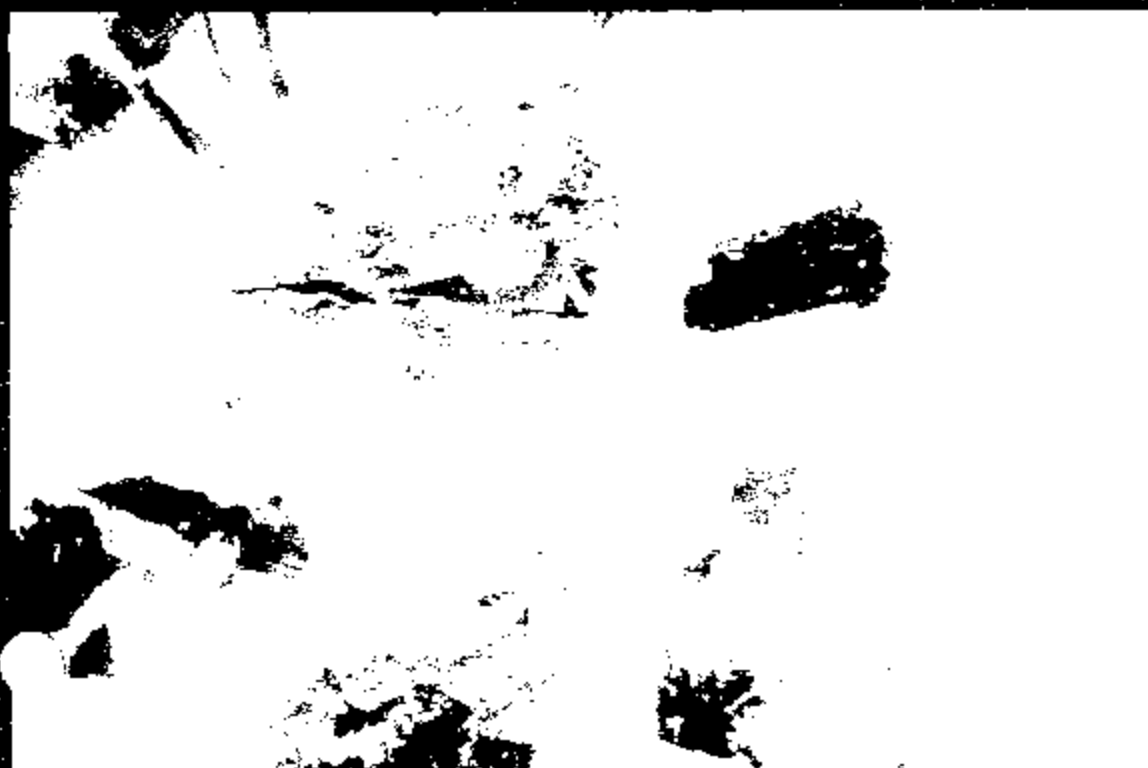
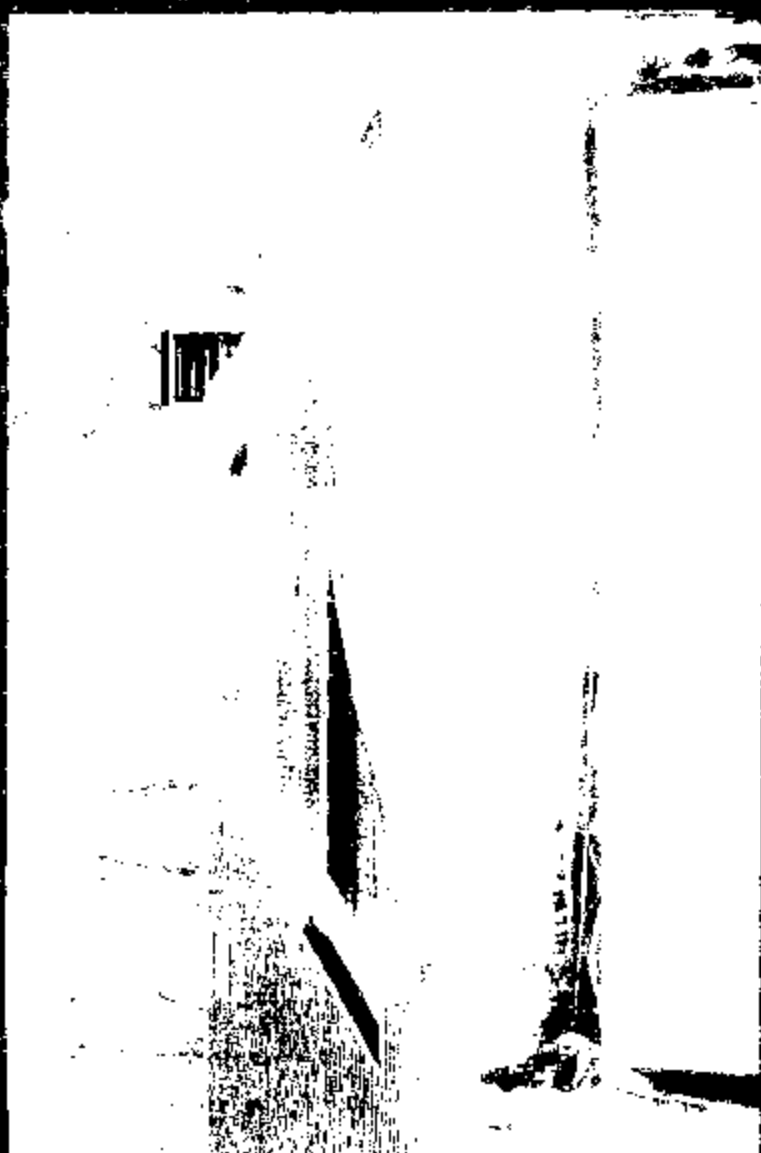


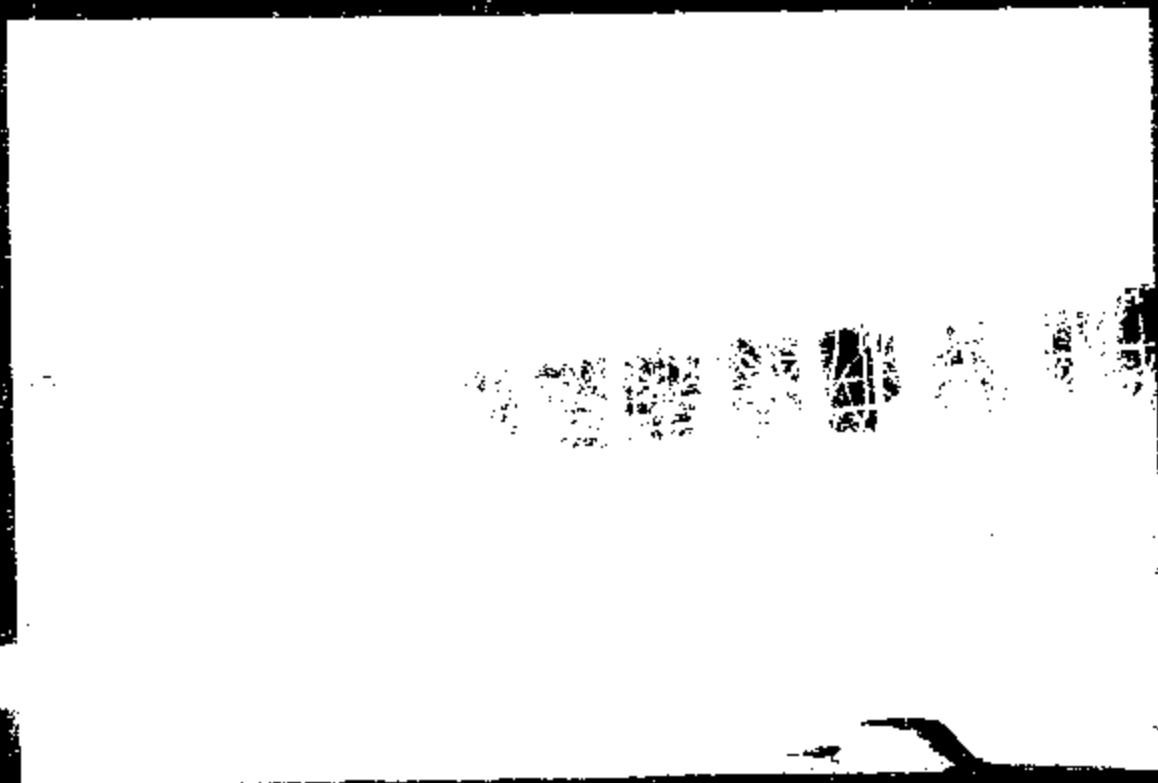
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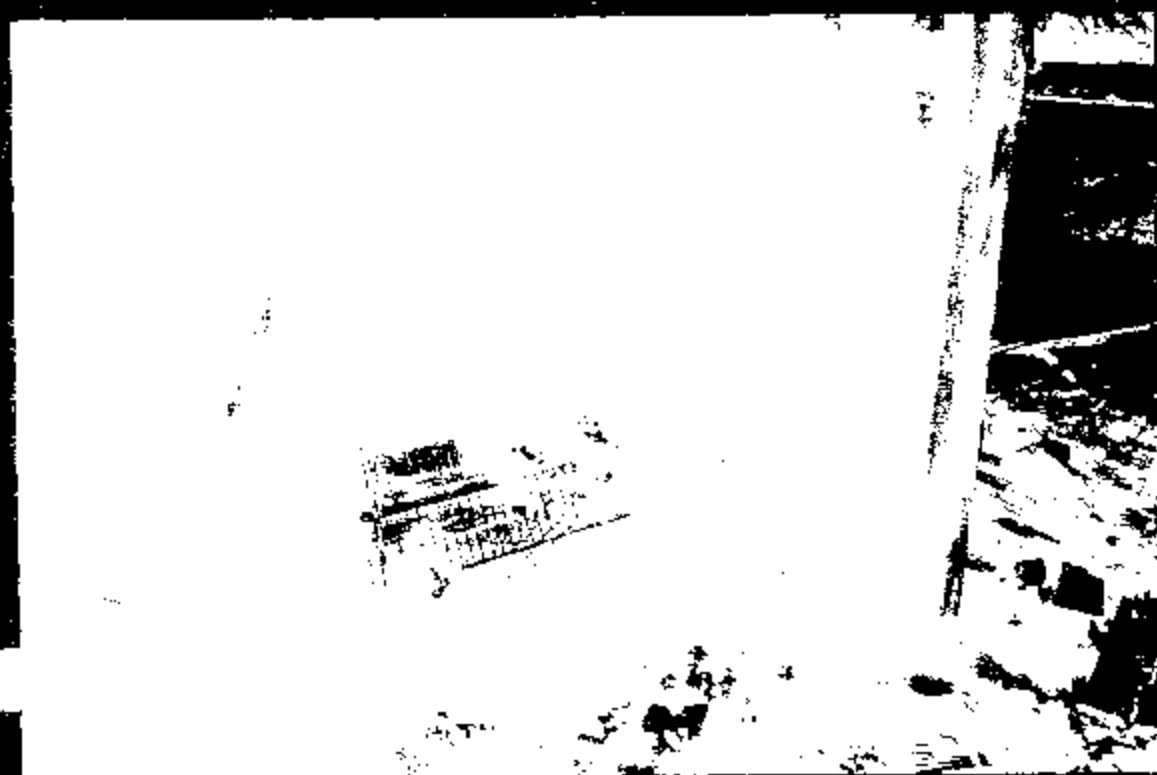
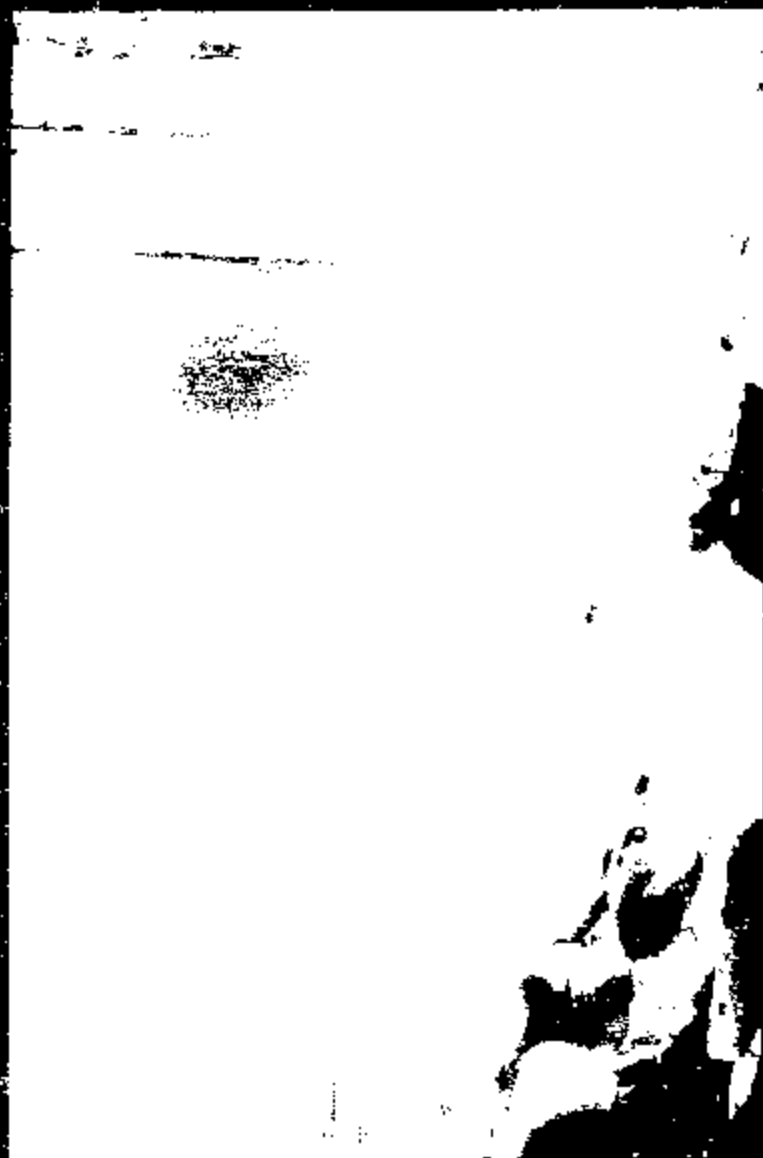




E002-025-B 2715









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VEHICLE HISTORY (SE-II) TYPE

- ```
* MODEL YEAR = 95
* CUT-OFF DATE = 13MAR97
* REPORT TITLE = ROSSING VK
* VEHICLE TYPE = CABO
* REPORT CLAIM TYPE = ALL CLAIMS
* REPORT ROOT SEQUENCE = PLANT CODE \ SERIAL NO
* PAGE ON PRIMARY SORT=
* PARTS NIS VALUE =
* PLANT/SERIAL NUMBER = XZUS411
```

24MAR97  
PAGE 2.01

1995 08-11 PARTS BY CONCERN CODE (CAR CONDITION CODE) SUMMARY (13MAR97 E/D)  
DATA ORDERED BY DESCENDING PART NO. FREQUENCY

| PART NO | CC | COUNT |
|---------|----|-------|
| FRONT   |    | 1     |
| 743206  |    | 1     |

1002-025-1 2721

24MAR97  
PAGE 3.01

1995 SE-11 PARTS BY CUSTOMER CONCERN CODE SUMMARY (13MAR97 C/O)  
DATA ORDERED BY DESCENDING PART NO. FREQUENCY

| PART NO | CCC | COUNT |
|---------|-----|-------|
| FRONT   | 824 | 1     |
| 743200  | 145 | 1     |

ENCLOSURE 2722

24MAR97  
PAGE 4.01

1995 DE-11 PARTS BY CONDITION CODE SUMMARY (13MAR97 C/O)  
DATA ORDERED BY DESCENDING PART NO. FREQUENCY  
[REDACTED]

| PART NO | CD | COUNT |
|---------|----|-------|
| FRONT   | 06 | 1     |
| 743200  | 08 | 1     |

DM2-825-1 2173

24MAR97  
PAGE 5.01

1995 SE-II PART/CONCERN CODE DESCRIPTION SUMMARY (13MAR97 C/O)  
DATA ORDERED BY DESCENDING REPAIR COUNT

| NUMBER          | PART DESCRIPTION                           | COUNT | CC-DESCRIPTION | COUNT | CS-DESCRIPTION                         | COUNT | CCC-DESCRIPTION                        | COUNT |
|-----------------|--------------------------------------------|-------|----------------|-------|----------------------------------------|-------|----------------------------------------|-------|
| FRONT<br>743200 | FRONT END ALIGNMENT<br>LATCH-LUGS CRPT BOD | 1     | MISSING CODE   | 2     | M6-WALON/OUT SPECS<br>08-OTHER/UNKNOWN | 1     | R26-DRIFT/PULL BGT<br>L65-ENG OIL LEAK | 1     |

DM2-025-B 2724

[illegible]

REQUESTED BY: SKIP KEYES 13MAR97 C/O  
DATA SOURCE: PAGE 58-11

### CLAIMS LISTED TITLE ABBREVIATIONS

**0000-000-1 272-**

| 1995 MODEL YEAR PASSENGER CAR BODY DESCRIPTIONS |                  |                   |             |          |                        |
|-------------------------------------------------|------------------|-------------------|-------------|----------|------------------------|
| VEHICLE                                         | BODY DESCRIPTION |                   |             |          |                        |
| MASTANG (MUS)                                   | 2-B              | 2 DOOR            | BASE        | CVR      | CONVERT                |
|                                                 | 2BA              | 2 DOOR            | ALOCK BASE  | CVA      | CONVERT ALOCK BASE     |
|                                                 | 2BT              | 2 DOOR            | GT          | CCT      | CONVERT                |
|                                                 | 2DA              | 2 DOOR            | ALOCK GT    | CCT      | CONVERT ALOCK INDR     |
|                                                 | 2DC              | 2 DOOR            | ALOCK COBRA | CCA      | CONVERT ALOCK GT       |
| PROBE                                           | 3-B              | 3 DOOR            | BASE        | (PRB)    | 3BT 3 DOOR GT          |
| SECURIT (SEC)                                   | 3-B              | 3 DOOR            | BASE        | TRACER   | 4-B 4 DOOR BASE        |
|                                                 | 3GT              | 3 DOOR            | GT          | (TRA)    | 4LT 4 DOOR LTS         |
|                                                 | 3LX              | 3 DOOR            | WAGON LX    |          | 4-B 4 DOOR BASE        |
|                                                 | 3LX              | 3 DOOR            | LX          |          |                        |
|                                                 | 4LX              | 4 DOOR            | LX          | ASPIRE   | 3-L 3 DOOR BASE        |
|                                                 | 5LX              | 5 DOOR            | LX          | (ASP)    | 3SE 3 DOOR SE          |
|                                                 |                  |                   |             | 5-L      | 5 DOOR BASE            |
| CONTOUR (CTN)                                   | 4-B              | 2 DOOR            | GL          | MYSTIQUE | 4BS 2 DOOR BS          |
|                                                 | 4LX              | 4 DOOR            | LX          | (MYB)    | 4LS 4 DOOR LS          |
|                                                 | 4SE              | 4 DOOR            | SE          |          |                        |
|                                                 | 4GL              | 2 DOOR            | ALOCK GL    |          | 4BL 2 DOOR ALOCK BS    |
|                                                 | 4LL              | 4 DOOR            | ALOCK LX    |          | 4LL 4 DOOR ALOCK LS    |
|                                                 | 4BL              | 4 DOOR            | ALOCK BS    |          |                        |
| TAMRON (TAB)                                    | 4-P              | 4 DOOR            | POLIC       | SABLE    | 4BS 4 DOOR BS          |
|                                                 | 4PL              | 4 DOOR            | ALOCK POLIC | (SAB)    | 4LS 4 DOOR LS          |
|                                                 | 4BR              | 4 DOOR            | ALOCK SHO   |          | 4GL 4 DOOR ALOCK LS    |
|                                                 | 4-B              | 4 DOOR            | GL          |          | 4LL 4 DOOR ALOCK LS    |
|                                                 | 4LX              | 4 DOOR            | LX          | WLS      | STATION WAGON LS       |
|                                                 | 4BL              | 4 DOOR            | ALOCK BL    | WLS      | STATION WAGON LS       |
|                                                 | 4LL              | 4 DOOR            | ALOCK LX    | WML      | ST WAGON ALOCK BS      |
|                                                 | 4-B              | 4 DOOR            | ALOCK LX    | WLL      | ST WAGON ALOCK LS      |
|                                                 | WLS              | STATION WAGON LX  |             |          |                        |
|                                                 | WML              | ST WAGON ALOCK BS |             |          |                        |
|                                                 | WLL              | ST WAGON ALOCK LX |             |          |                        |
| T-BIRD (TBD)                                    | 2LL              | 2 DOOR            | ALOCK LX    | COUGAR   | 2BR 2 DOOR BR7         |
|                                                 | 2LY              | 2 DOOR            | LX          | (CGR)    | 2XL 2 DOOR ALOCK BR7   |
|                                                 | 2SC              | 2 DOOR            | ALOCK SC    |          |                        |
| FORD                                            | 4-P              | 4 DOOR            | FLEET       |          | 4PL 4 DOOR ALOCK POLIC |
| CROWN                                           | 4-B              | 4 DOOR            | BASE        |          |                        |
| VICTORIA (PRB)                                  | 4FL              | 4 DOOR            | LX          | PRECONY  | 4BR 4 DOOR BS          |
|                                                 | 4FL              | 4 DOOR            | ALOCK FLEET | GRAND    | 4LS 4 DOOR LS          |
|                                                 | 4BL              | 4 DOOR            | ALOCK BASE  | WARRANTS | 4BL 4 DOOR ALOCK BS    |
|                                                 | 4LL              | 4 DOOR            | ALOCK LX    | (WVIC)   | 4LL 4 DOOR ALOCK LS    |
|                                                 | 4-P              | 4 DOOR            | POLICE      |          |                        |
| LINCOLN                                         | 4-L              | 4 DOOR            | EXECUTIVE   | MARK VII | 2SC 2 DOOR LBC         |
| TOWN CAR                                        | 4-B              | 4 DOOR            | SIGNATURE   | CONTROL  | 4-L 4 DOOR BASE        |
| (LNC)                                           | 4BC              | 4 DOOR            | CARTIER     | (CON)    |                        |

| ***** 1995 LIGHT TRUCK BODY DESCRIPTIONS ***** |     |                   |            |      |                          |                    |                 |      |      |
|------------------------------------------------|-----|-------------------|------------|------|--------------------------|--------------------|-----------------|------|------|
| VEHICLE BODY DESCRIPTION                       |     |                   |            |      | VEHICLE BODY DESCRIPTION |                    |                 |      |      |
| F-BERLE                                        | 15F | 150 L.DUTY        | CONV.      |      | 359                      | 350 H.DUTY         | SUPR            |      |      |
| 4X2(P82)                                       | 25F | 250 L.DUTY        | CONV.      |      | 35C                      | 350 H.DUTY         | CREW            |      |      |
| 4X4(P84)                                       | 2MF | 250 H.DUTY        | CONV.      |      | 452                      | 450 H.DUTY         | CONV            |      |      |
|                                                | 35H | 350 L.DUTY        | BOX-PICKUP |      |                          |                    |                 |      |      |
|                                                | 35F | 350 H.DUTY        | CONV.      |      |                          |                    |                 |      |      |
|                                                | 15B | 150 L.DUTY        | SUPER      |      | BRONCO                   | B-L                | BASE            | 4X4  |      |
|                                                | 25C | 250 H.DUTY        | CREW       |      | (BRD)                    | BLT                | XLT             | 4X4  |      |
|                                                | 25B | 250 H.DUTY        | SUPER      |      |                          | REP                | EDDIE BAUER     | 4X4  |      |
| -----                                          |     |                   |            |      |                          |                    |                 |      |      |
| VILLAGE                                        | VBS | 45 WAGON          |            |      | WINDSTAR                 | WGL                | GL WAGON        |      |      |
| (VIL)                                          | VLS | 15 WAGON          |            |      | (WIN)                    | WGL                | LX WAGON        |      |      |
|                                                | VAN | BASE VAN          |            |      |                          | VAN                | BASE VAN        |      |      |
| -----                                          |     |                   |            |      |                          |                    |                 |      |      |
| RANGER                                         | CUN | CONV CAB          |            |      |                          | SUP                | SUPR CAB        |      |      |
| 4X2(RA2)                                       | CSP | CONV CAB SPLASH   |            |      | 4X4(RA4)                 | ESP                | SUPR CAB SPLASH |      |      |
| -----                                          |     |                   |            |      |                          |                    |                 |      |      |
| EXPLODER                                       | 2-B | 2 BR BASE         |            |      | 4-B                      | 4 BR BASE          |                 |      |      |
| 4X2(EX2)                                       | 2AL | 2 BR XL           |            |      | 4XL                      | 4 BR XL            |                 |      |      |
| 4X4(EX4)                                       | 2BL | 2 BR XLSPT        |            |      | 4LY                      | 4 BR XLT           |                 |      |      |
|                                                | 2BR | 2 BR BAUER        |            |      | 4BS                      | 4 BR BAUER         |                 |      |      |
|                                                |     |                   |            |      | 4PR                      | 4 BR PREP (LTD)    |                 |      |      |
| -----                                          |     |                   |            |      |                          |                    |                 |      |      |
| AEROSTAR                                       | <-- | REGULAR BODY <--> |            |      | <--                      | EXTENDED BODY <--> |                 |      |      |
| 4X2(AE2)                                       | RAM | WINDOW WAGON XLT  |            |      | SWH                      | WINDOW WAGON XLT   |                 |      |      |
| 4X4(AE4)                                       | DEL | CARGO VAN BASE    |            |      |                          |                    |                 |      |      |
| -----                                          |     |                   |            |      |                          |                    |                 |      |      |
| ***** 1995 ECONOLINE/CLUB WAGON *****          |     |                   |            |      |                          |                    |                 |      |      |
| VEHICLE BODY DESCRIPTION                       |     |                   |            |      | VEHICLE BODY DESCRIPTION |                    |                 |      |      |
| (EON)                                          | <-- | ECONOLINE <-->    |            |      | <--                      | CLUB WAGON <-->    |                 |      |      |
| 1BR                                            | 150 | HINGED            | DOOR       | BASE | 1BR                      | 150                | HINGED          | DOOR | CURT |
| 1BK                                            | 150 | HINGED            | DOOR       | XL   | 1BK                      | 150                | HINGED          | DOOR | XLT  |
| 2BR                                            | 250 | HINGED            | DOOR       | BASE | 2BP                      | 250                | HINGED          | DOOR | CHAT |
| 2BK                                            | 250 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | CURT |
| 2BR                                            | 250 | HINGED            | DOOR       | BASE | 3BP                      | 350                | HINGED          | DOOR | XLT  |
| 2BK                                            | 250 | HINGED            | DOOR       | XL   | 3BP                      | 350                | HINGED          | DOOR | CHAT |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BK                                            | 350 | HINGED            | DOOR       | XL   | 3BR                      | 350                | HINGED          | DOOR | BASE |
| 3BR                                            | 350 | HINGED            | DOOR       | BASE | 3BR                      | 350                | HINGED          | DOOR | BASE |
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24MAR97 CLAIMS LISTING FOR 1995 MODEL ROBBINS VK  
PAGE 1 SORTED BY PLTDCODE SERIALNO RTLE982

13MAR97 C/O REQUESTED BY: SKIP KEYES  
DATA SOURCE: PERS 86-11 X53400

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

| VEHICLE INFORMATION                                                  |      |     |     |      |         |         |        |        |          | REPAIR INFORMATION |        |        |        |        |         |      |    |      |       |       |      |     |       |    |
|----------------------------------------------------------------------|------|-----|-----|------|---------|---------|--------|--------|----------|--------------------|--------|--------|--------|--------|---------|------|----|------|-------|-------|------|-----|-------|----|
| SERIAL                                                               | CAN  | S/S | ETS | PLT  | PROB    | WARR    | SELL   | CLAIM  | NICRO    | C                  | MCC    | PART   | CC     | CCC    | CD      | REPR | T  | TACT | MILES | NATL. | TOTL | LBR | REPR  | ET |
| NUMBER                                                               | LINE | CCI | MAN | DATE | DATE    | DEALR   | NUMBER | NUMBER | NUMBER   | NUMBER             | NUMBER | NUMBER | NUMBER | NUMBER | NUMBER  | DATE | IN | CODE | CODE  | COST  | COST | HRS | DEALR | ET |
| 203411                                                               | FRD  | 4BL | WAN | STN  | 25JUL95 | 298EP95 | 00089  | 023374 | WESYASLO | 6J10               | 743200 |        | L65    | 08     | 300CT95 | 2    | 2  |      | 779   | 0.00  | 11   | 0.2 | 00089 | NO |
| ** COMMENTS-CLAIM #1 CCON-TRUNK LOCK INOP, MANUALLY U-KEY            |      |     |     |      |         |         |        |        |          |                    |        |        |        |        |         |      |    |      |       |       |      |     |       |    |
| TECH-CABLE DISCONNECTED REINSTALL CABLE FROM LOCK TO LATCH           |      |     |     |      |         |         |        |        |          |                    |        |        |        |        |         |      |    |      |       |       |      |     |       |    |
| 203411                                                               | FRD  | 4BL | WAN | BTM  | 25JUL95 | 298EP95 | 00089  | 023374 | WESYASLO | 3RD5               | FRONT  |        | W26    | W6     | 300CT95 | 2    | 2  |      | 779   | 0.00  | 73   | 1.3 | 00089 | NO |
| ** COMMENTS-CLAIM #2 CCON-VEHICLE PULLS RIGHT WHILE DRIVING STRAIGHT |      |     |     |      |         |         |        |        |          |                    |        |        |        |        |         |      |    |      |       |       |      |     |       |    |
| TECH-OUT OF SPECS CASTER, CAMBER, TOE-IN - CHECK                     |      |     |     |      |         |         |        |        |          |                    |        |        |        |        |         |      |    |      |       |       |      |     |       |    |
| * THIS LISTING CONTAINED 2 TOTAL CLAIMS                              |      |     |     |      |         |         |        |        |          |                    |        |        |        |        |         |      |    |      |       |       |      |     |       |    |

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|----|-----|----------|----------|----------|------|----------|----|----|-----|----|----------|------|--------|----------|-----|----|
| *A | END | J0803545 | 08081401 | RVS39237 | ROOM | 03.42.04 | PM | 24 | MAR | 97 | R0541028 | STA1 | ACCTNG | J0803545 | END | A* |
| *A | END | J0803545 | 08081401 | RVS39237 | ROOM | 03.42.04 | PM | 24 | MAR | 97 | R0541028 | STA1 | ACCTNG | J0803545 | END | A* |
| *A | END | J0803545 | 08081401 | RVS39237 | ROOM | 03.42.04 | PM | 24 | MAR | 97 | R0541028 | STA1 | ACCTNG | J0803545 | END | A* |
| *A | END | J0803545 | 08081401 | RVS39237 | ROOM | 03.42.04 | PM | 24 | MAR | 97 | R0541028 | STA1 | ACCTNG | J0803545 | END | A* |

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* E N D ***** V P S R6.1 UTC: WTPVS ***** E N D *****
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* JOB / PRINTER IDENTIFICATION OFF-PRINTER VPS JOB RELATED PRINT STATISTICS
*
* JOBNAME: G0001401 PRINTER NAME: R0541028 DATE: 97-083 ELAPSED PRINT TIME 00-00-04.45 AVG COMP LINE LGTH (C)-----59
* JOBID: J0003545 UPSLTS NUMBER: R0539237 03/24/97 NUMBER LINES PRINTED-----194 AVG COMP LINE LGTH (V)-----111
* MON NUMBER PAGES PRINTED-----5 NUMBER VTAN SENDS-----32
* TIME: 15.42-04.01 NUMBER D/S PRINTED-----1 NUMBER STAGING I/O'S-----0

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| *A START J0803545 06081401 RV539237 | ROOM | 03.42.00 PM 24 MAR 97 R0541028 SYA1 ACCTNG | J0803545 START A* |
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| *A START J0803545 06081401 RV539237 | ROOM | 03.42.00 PM 24 MAR 97 R0541028 SYA1 ACCTNG | J0803545 START A* |

# McChesney & Dale, P.C.

Attorneys At Law  
Suite 222  
4000 Mitchellville Road  
Bowie, MD 20716

WILLIAM F. DALE DC, MD  
CHARLES F. FULLER DC, MD  
ROBERT W. McCHESNEY, JR. DC, MD  
DAVID A. CONNOLLY, JR. DC, NY

JAMES S. POWELL DC, VA (of counsel)  
AGNES BOWERSOX Paralegal

(301) 868-8080  
Fax (301) 868-8088

1225 Connecticut Ave., N.W.  
Suite 300  
Washington, D.C. 20036

2 Wisconsin Circle, Suite 640  
Cherry Chase, MD 20815

5661 Columbia Pike, Suite 100  
Jolly Church, VA 22041  
(703) 998-0732

July 17, 1996

Mr. Harold E. Keyes  
Senior Claims Analyst  
Office of General Counsel  
Parklane Towers West, Suite 300  
3 Parklane Blvd.  
Dearborn, Michigan 48126-2568

REDACTED

RE: [REDACTED]  
DOI: December 21, 1995

Dear Mr. Keyes:

I am writing in response to your June 4, 1996 correspondence to me regarding the above-captioned matter. In regards to your assertion that no evidence of a defect has been supplied, I refer you to the expert report that has been supplied to you by both this office, and [REDACTED] automobile insurer, State Farm Mutual Automobile Insurance Company. I believe that this report identifies the defect in [REDACTED] automobile.

In regards to permission to inspect the vehicle, certainly the permission is granted. I am enclosing a copy of a June 7, 1996 correspondence from Gwen Travis, Claims Specialist, State Farm Mutual Automobile Insurance Company to you regarding arrangements for such inspection. Please let this office know when this inspection will take place.

REDACTED

Rec'd  
7/22

July 17, 1996

Page -2-

I thank you for your consideration.

Very truly yours,

McChesney & Dale, P.C.

By:



Charles F. Fuller

CFF/vmh

cc: [REDACTED]

cc: [REDACTED]

# McChesney & Dale, P.C.

Attorneys At Law  
Suite 222  
4000 Mitchellville Road  
Bowie, MD 20716

WILLIAM P. DALE DC, MD  
CHARLES F. FULLER DC, MD  
ROBERT W. McCHESNEY, JR. DC, MD  
DAVID A. CONNOLLY, JR. DC, NY

JAMES S. POWELL MD, VA (of counsel)  
AGNES BOWERSOX Principal

(301) 805-8088  
Fax (301) 805-8088

1225 Connecticut Ave., NW  
Suite 300  
Washington, D.C. 20036

2 Wisconsin Circle, Suite 640  
Cherry Chase, MD 20815

1661 Columbia Pike, Suite 100  
Falls Church, VA 22041  
(703) 998-0712

May 31, 1996

Mr. Skip Keyes  
Office of General Counsel  
Parklane Towers West, Suite 300  
3 Parklane Blvd.  
Dearborn, Michigan 48126-2568

RE: [REDACTED]

Dear Mr. Keyes:

I am writing in response to your May 21, 1996 correspondence to me regarding the above-captioned matter. I have requested that [REDACTED] provide me with a listing of an itemization of his damages and will forward this to you after I am in receipt of same.

Please be advised that there are no parts which need to be replaced, since this matter was a total loss. To refresh your recollection, [REDACTED] 1995 Ford Crown Victoria caught fire as he was pulling into his garage. The car was a total loss and I believe you have been dealing with State Farm Insurance in Severna Park, Maryland regarding this matter. The automobile is being stored at BelAir Auto Auction in BelAir, Maryland. State Farm has offered to allow Ford Motor Company to inspect this vehicle since at least February of this year. I assume by this time that you have done so. If not, you may certainly do so on our behalf. ~~If you have had the vehicle inspected, I would appreciate your providing me with a copy of the report.~~

I am enclosing a report from the expert who has inspected the car on behalf of State Farm and Mr. Robbins. I assume that you have this report in your possession since Gwen Travis of State Farm advises me that she provided this to you months ago.

*Recd  
6-11-96*

REG-825-S 2732

Mr. Skip Keyes  
May 31, 1996  
Page -2-

Please confirm receipt of this correspondence as well as the date that [REDACTED] provided you with notice of his claim.

I thank you for your consideration.

Very truly yours,

McChesney & Dale, P.C.

By:   
Charles F. Fuller

CPF:mbh  
cc: [REDACTED]  
Enclosure  
c:\attest\keyes.k2

David J. Halberg & Associates, Inc.  
Investigative Consultants

Date completed: February 28, 1996

Report On: [REDACTED]

Location: [REDACTED], Annapolis, MD [REDACTED]

Status: Closed - Ignition of Combustible Liquid  
(from vehicle system)

Circumstance: Date of Loss: Auto Fire - 12/21/95

Customer: State Farm Insurance Company, Severna Park

Requester: Gwynn Travis

Type of Report: Cause and Origin

Claim Number: 383 5317

Insured: [REDACTED]

---

Investigation

Property Involved:

The subject property is a 1995 Ford model Crown Victoria. At the time of the fire's occurrence, the vehicle had approximately 2,400 road miles on it.

Fire Scene Examination

An investigation into the cause and origin of the fire was conducted on February 1, 1996 at the Bel Air Auto Auction in Bel Air, Maryland. My examination consisted of a complete exterior and interior survey of the vehicle, at which time any and all burn and smoke patterns, physical factors and other information which could lead to a determination as to the area of origin, point of origin and heat source which caused the fire were noted. As a result of said examination, it was determined that the fire originated on the underside of the automobile, at the location of the torque converter housing for the vehicle's drive system. This was apparent as the amount of fire damage was the greatest in the area of the housing for the torque converter. From that point, the amount of fire damage lessened as one proceeded away from the torque converter.

*Recd  
6-11-96  
J. Halberg*

Report Continuation

Fire Scene Examination (cont'd):

The fire spread away from the original point of fire origin, spreading to the majority of the vehicle and to the garage in which the vehicle was parked, before being extinguished by responding firefighters.

At the area of origin, that is, the torque converter, the only possible natural heat sources that existed were the vehicle's exhaust system and the vehicle's fluid system lines, which were located in the area of the torque converter. It is this writer's opinion that some of the vehicle's operating fluids, either automatic transmission or gasoline, escaped from the normal operating system, for some unknown reason, and were ignited by the vehicle's exhaust system located nearby. It should be noted that the dipstick for the automobile's transmission indicated that there was no fluid in the transmission.

This writer is unable to determine the exact cause of mechanical malfunction which allowed the combustible fluids to escape and later become ignited. It is recommended that further examination by a certified automobile mechanic be conducted in order to try to determine the exact point at which the vehicle's mechanical system failed.

Interviews

1. [REDACTED]

Annapolis, MD [REDACTED]  
(h & w) [REDACTED]

[REDACTED] was interviewed via telephone and offered the following information: On the day of the fire, December 21, 1995, he had gone shopping at the Annapolis Mall, which he believed to be approximately ten miles from his home. He estimated that he had been at the mall for some time prior to returning to his home. He advised that, upon arriving at home at approximately 6:00 p.m., as he was driving into the garage, he heard a muffled explosion in the front of the automobile, and a fireball engulfed the vehicle from front to rear in a matter of seconds. He explained that he had only had the vehicle for a short period of time and that he had approximately 1,400 miles on the automobile when

2001-025-5 2735

NOV 01 2005 00:00:00

SEARCHED INDEXED

Report Continuation

Interviews (cont'd)

the fire occurred. He further advised that, prior to the fire's occurrence, he had not experienced any problems with the vehicle and could offer no additional information as to why his car caught fire.

██████████ added that he was aware of another fire involving a 1995 Crown Victoria, and that this fire had taken place in northern Virginia. He reported that the owner of the car was ██████████ (w. ██████████). He advised that ██████████ car had been insured by GEICO and that the claim was being handled by Scott Stapleford (w. 703-644-9395 or 703-507-1509).

2. Fire Investigator Jerry Minerick  
Anne Arundel County Fire Investigations Bureau  
Annapolis, Maryland  
(w) 410-222-7884

Mr. Minerick was interviewed via telephone and offered the following information: He investigated the fire on behalf of the Anne Arundel Fire Department and determined that the fire started as a result of some type of unknown mechanical problem in the automobile. He advised that, in his opinion, the fire then spread to the garage owned by ██████████. He could offer no additional information as to why the fire occurred.

3. Mr. Carl Gitchell  
116 Groh Lane  
Annapolis, MD 21403  
(h) 410-626-1055  
(w) 301-677-4621 at Ft. George Meade

Mr. Gitchell advised that, on the day of the fire, December 21, 1995, he was prowling out of the front door of his home when he saw a glow coming from ██████████ garage. He also observed a car, which he later discovered to be ██████████ automobile. Additionally, he observed a gentleman sitting by the mailbox in front of ██████████ whom he later discovered to be ██████████.

## Service Bulletin

- FEB 95 1. Irregular or No Torque Converter Operation - DTC P0743  
 FEB 95 2. Possible Water Intrusion Of The MLP/TR Sensor  
 FEB 95 3. Transmission - Loose Connector  
 JAN 95 4. Air Conditioning O-Ring Removal - Service Tip  
 JAN 95 5. Orange Sticker Transmission - Unique Main Control  
 JAN 95 6. Accelerator Cable - Diagnostic Procedure  
 DEC 94 7. Air Bag - Diagnostic Trouble Code Retrieval - Change  
 DEC 94 8. Release of R-134a Fluorescent Dye  
 DEC 94 9. Throttle Position Sensor - Function and Diagnostic Tips  
 DEC 94 10. Wheels - Center Ornament Falls Off - Service Tip  
 DEC 94 11. Brake Rotor Machining Equipment and Warranty Information  
 NOV 94 12. Insufficient A/C Cooling Or Excessive Clutch End Gap  
 NOV 94 13. Paint Preparation Procedure And MSDS Information  
 NOV 94 14. R-134a Tracer Dye Installed In The A/C System  
 OCT 94 15. A/C Service Tip - Oil Visible At Spring Lock Couplers  
 OCT 94 16. Climate Control (EATC) - Codes 115 and/or 125 In Memory  
 SEP 94 17. Reusable Transmission Pan Gasket  
 SEP 94 18. Spot Lights - Service Parts List  
 AUG 94 19. Rear View Mirror - Detaches From Windshield

Year: 1995  
Make: Ford  
Model: Crown Victoria  
Engine: V8-281 4.6L SOHC

For FREE trial access to the World's Largest Database of Vehicle Repair and Maintenance Information, including detailed information about any of the above bulletins, visit ALLDATA at:  
 WWW : <http://www.alldata.tsb.com>  
 Gopher: <gopher.alldata.tsb.com>  
 or e-mail [free@alldata.com](mailto:free@alldata.com) for more information.

## ATTACHMENT #1

Article No.  
95-3-6

02/13/95

- WIRING - LOOSE C-101 OR C-110 CONNECTOR - INTERMITTENT OPERATION
- TRANSMISSION - MODE/4R70W - INTERMITTENT OPERATION - ERRATIC SHIFTS - LOOSE CONNECTOR

FORD:  
1992-95 CROWN VICTORIA

LINCOLN-MERCURY:  
1992-95 GRAND MARQUIS, TOWN CAR

ISSUE:  
On some vehicles, there may be concerns of intermittent transmission operation and/or irregular shift points. This may be caused by a connector not being fully seated from the assembly process.

ACTION:  
Locate the connector and ensure it is fully seated. Refer to the following Service Details.

### SERVICE DETAILS

Connector C-101 (Crown Victoria, Grand Marquis) or Connector C-110 (Town Car) may not be fully seated, causing intermittent transmission operation. These connectors contain the following circuits:

GRAND MARQUIS CROWN VICTORIA

CONNECTOR C-101, FIGURE 1

TOWN CAR

CONNECTOR C-110, FIGURE 1

- 12V power supply to the Transmission Shift Solenoids (SS1), (SS2) and the Electronic Pressure Control
- Torque Converter Clutch Solenoid
- Transmission Fluid Temperature Sensor
- Output Shaft Speed Sensor
- Vehicle Speed Sensor Signal Return
- Transmission Range Sensor
- Backup Lamps
- 12V Power To Start
- Signal Return for OSS, TFT and TR

1. Locate Connector C-101 on the Crown Victoria and Grand Marquis (Figure 1) or Connector C-110 on the Town Car (Figure 1).
2. Ensure this connector is fully seated and in good condition.

2. If the connector is not fully seated, repeat the connector. Ensure there is a proper connection on both mating surfaces.

Article No.  
95-8-4

04/24/95

- \* LEAKS - AODE/4R70W - REUSABLE PAN GASKET AND FILTER
- \* TRANSMISSION - AODE/4R70W - REUSABLE PAN GASKET AND FILTER - SERVICE TIP

FORD:  
1992-95 CROWN VICTORIA  
1994-95 MUSTANG, THUNDERBIRD

LINCOLN-MERCUY:  
1992-95 GRAND MARQUIS, TOWN CAR  
1993-95 MARK VIII  
1994-95 COUGAR

LIGHT TRUCK:  
1994-96 ECONOLINE, F-150

This TSB article is being republished in its entirety to advise of updated information.

ISSUE:  
The AODE/4R70W transmission pan gaskets and filter may be reusable.

ACTION:  
Refer to the following to determine if the transmission pan gasket and/or filter should be reused.

The AODE/4R70W transmission pan gasket has been designed to be reusable if it is removed for a non-leak related transmission service. The gasket should be inspected for damage and cleaned, along with the mating surfaces, before reuse.

If the gasket requires replacement, retain the original gasket per the parts retention and return procedures as outlined in the warranty and Policy Manual.

NOTE:  
THE PAN GASKET IS NOT INCLUDED IN THE GASKET AND SEAL KIT. IT CAN ONLY BE ORDERED SEPARATELY.

The transmission fluid filter has also been designed to be reusable if removed from a transmission which did not have any component failure.

OTHER APPLICABLE ARTICLES: NONE  
SUPERSEDES: 94-19-12  
WARRANTY STATUS: INFORMATION ONLY  
QASIS CODES: 601000, 502000, 503000, 504000, 510000, 590000, 597897

Article No.  
95-3-11

02/13/95

TRANSMISSION - 4R70W - IRREGULAR OR NO TORQUE CONVERTER CLUTCH OPERATION - DIAGNOSTIC  
TROUBLE CODE P0743

FORD:  
1995 CROWN VICTORIA

LINCOLN-MERCURY:  
1995 GRAND MARQUIS, TOWN CAR

ISSUE:  
An incorrect Torque Converter Clutch (TCC) Solenoid, with low resistance (1.0-3.0 ohms) may have been installed in some 4R70W transmissions. The "Check Engine" may illuminate and Diagnostic Trouble Code (DTC) P0743 may be present. There may also be a concern of irregular and/or no Torque Converter Clutch operation.

ACTION:  
Perform normal On-Board Diagnostics. If DTC P0743 is present, measure the resistance of the TCC solenoid across PCM Pins 34 and 97. The correct resistance should be between 10-16 ohms. If the resistance is between 1.0-3.0 ohms, replace the TCC solenoid with a new solenoid (F3AZ-7G136-A). Clear the DTC'S, road test and rerun On-Board Diagnostics. If the concern still persists, perform normal TCC diagnosis as listed in the Service Manual under "Diagnosis By Symptom".

NOTE:  
THE 1995 CROWN VICTORIA, GRAND MARQUIS AND TOWN CAR SERVICE MANUAL INCORRECTLY IDENTIFIES THE PROCESSOR PINS AND RESISTANCE VALUES FOR THE TCC SOLENOID. REFER TO QUARTERLY SERVICE BULLETIN NUMBER 95-28 FOR THE CORRECTED SERVICE MANUAL INFORMATION.

| PART NUMBER  | PART NAME    |
|--------------|--------------|
| F3AZ-7G136-A | TCC Solenoid |

OTHER APPLICABLE ARTICLES: GSB 95-58

WARRANTY STATUS:

Eligible Under The Provisions Of Bumper To Bumper warranty Coverage And California Emissions warranty Coverage

| OPERATION | DESCRIPTION                               | TIME     |
|-----------|-------------------------------------------|----------|
| 950311A   | Electronic Transmission Diagnosis         | 1.3 Hrs. |
| 950311B   | Fingerprint Tests                         | 0.3 Hr.  |
| 950311C   | Transmission Pan Removal And Installation | 1.2 Hrs. |
| 950311D   | Replace TCC Solenoid                      | 0.1 Hr.  |

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7G136          | 08             |

BASIS CODES: 501000, 501000, 501000

Link Usage for License number 23426 on Thu Feb 1 16:29:38 1996  
Total Connect time was 8 min. 57 sec

|                        | Vehicle                    | Articles<br>Viewed | Time          |
|------------------------|----------------------------|--------------------|---------------|
| Initial Vehicle Select |                            | 0                  | 0 min. 16 sec |
| 1995 Ford              | Crown Vint V6-281 4.6L SOH | 3                  | 5 min. 10 sec |
| What's New             |                            | 2                  | 1 min. 25 sec |
| 1990 Ford              | Taurus V6-332 3.8L         | 1                  | 2 min. 6 sec  |

Report Continuation

Fire Scene Examination (cont'd):

The fire spread away from the original point of fire origin, spreading to the majority of the vehicle and to the garage in which the vehicle was parked, before being extinguished by responding firefighters.

At the area of origin, that is, the torque converter, the only possible natural heat sources that existed were the vehicle's exhaust system and the vehicle's fluid system lines, which were located in the area of the torque converter. It is this writer's opinion that some of the vehicle's operating fluids, either automatic transmission or gasoline, escaped from the normal operating system, for some unknown reason, and were ignited by the vehicle's exhaust system located nearby. It should be noted that the dipstick for the automobile's transmission indicated that there was no fluid in the transmission.

This writer is unable to determine the exact cause of mechanical malfunction which allowed the combustible fluids to escape and later become ignited. It is recommended that further examination by a certified automobile mechanic be conducted in order to try to determine the exact point at which the vehicle's mechanical system failed.

Interviews

1.

[REDACTED]  
Annapolis, MD  
(h & w) [REDACTED]

[REDACTED] was interviewed via telephone and offered the following information: On the day of the fire, December 21, 1995, he had gone shopping at the Annapolis Mall, which he believed to be approximately ten miles from his home. He estimated that he had been at the mall for some time prior to returning to his home. He advised that, upon arriving at home at approximately 6:00 p.m., as he was driving into the garage, he heard a muffled explosion in the front of the automobile, and a fireball engulfed the vehicle from front to rear in a matter of seconds. He explained that he had only had the vehicle for a short period of time and that he had approximately 1,400 miles on the automobile when

Report Continuation

Interviews (cont'd):

the fire occurred. He further advised that, prior to the fire's occurrence, he had not experienced any problems with the vehicle and could offer no additional information as to why his car caught fire.

██████████ added that he was aware of another fire involving a 1995 Crown Victoria, and that this fire had taken place in northern Virginia. He reported that the owner of the car was ██████████. He advised that ██████████ car had been insured by GEICO and that the claim was being handled by Scott Stapleford (w. 703-644-9395 or 703-507-1509).

2. Fire Investigator Jerry Minerick  
Anne Arundel County Fire Investigations Bureau  
Annapolis, Maryland  
(w) 410-222-7884

Mr. Minerick was interviewed via telephone and offered the following information: He investigated the fire on behalf of the Anne Arundel Fire Department and determined that the fire started as a result of some type of unknown mechanical problem in the automobile. He advised that, in his opinion, the fire then spread to the garage owned by Mr. Robbins. He could offer no additional information as to why the fire occurred.

3. ██████████  
Annapolis, MD  
(h) ██████████  
(w) ██████████

██████████ advised that, on the day of the fire, December 21, 1995, he was proceeding out of the front door of his home when he saw a glow coming from ██████████ garage. He also observed a car, which he later discovered to be ██████████ automobile. Additionally, he observed a gentleman sitting by the mailbox in front of ██████████ whom he later discovered to be ██████████

Report Continuation

Interviews (cont'd):

[REDACTED] advised that he saw fire dripping from underneath the automobile, in the area of the engine compartment. He said that he first observed fire in the front of the car, followed shortly thereafter by fire at the midpoint of the automobile. He could offer no additional information as to why the fire occurred.

4. Scott Stapleford  
GEICO Insurance Company  
6308 Springfield Plaza  
Springfield, VA 22150  
(w) 703-644-9395

Mr. Stapleford was interviewed via telephone, at which time he confirmed that he was processing a claim for [REDACTED] and that the fire did involve a 1995 Crown Victoria automobile. He advised that his company had made no determination as to why the fire originated.

Conclusion

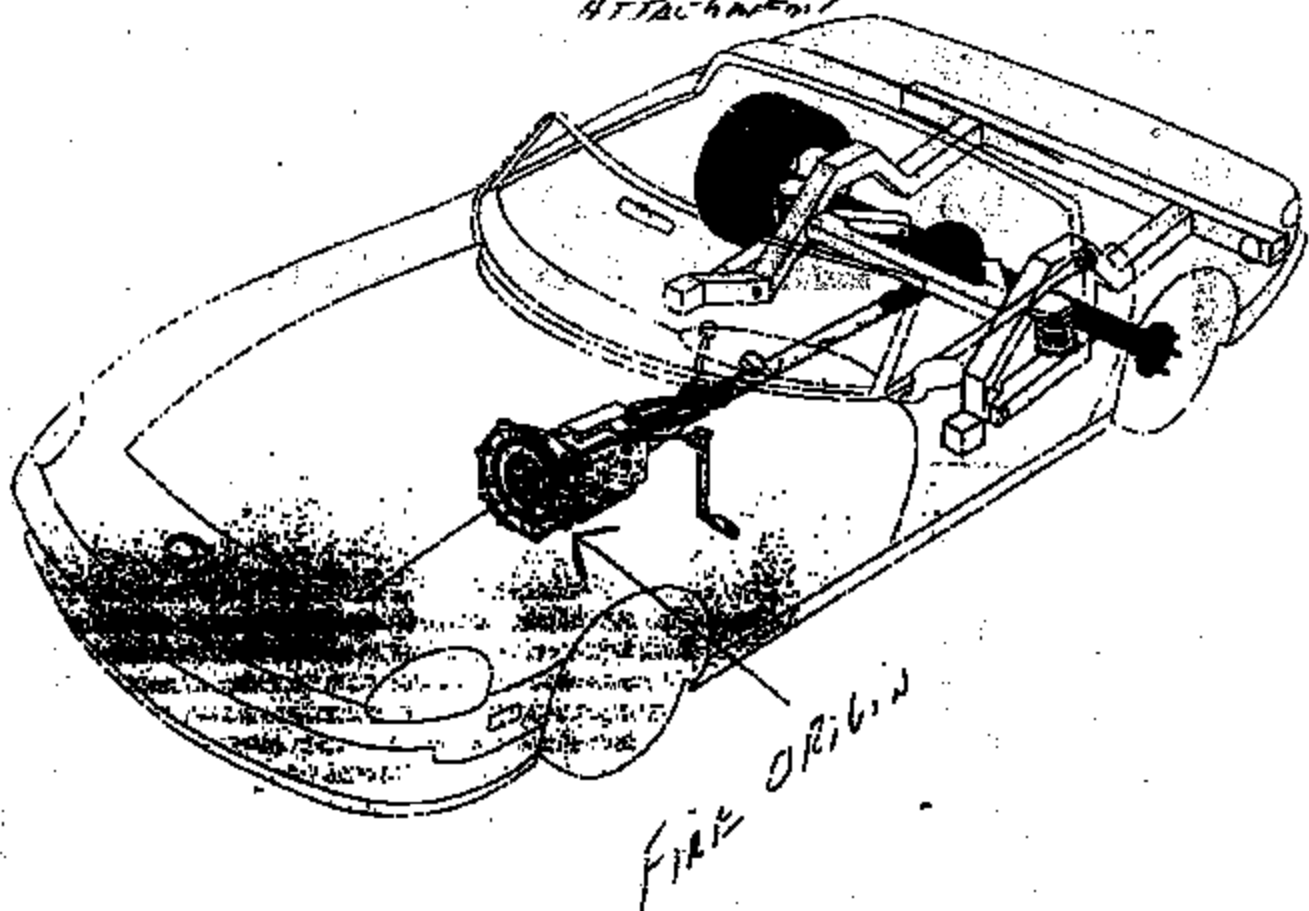
The fire started in the area of the torque converter of the automobile when fluid vapors, either automatic transmission fluid or gasoline, escaped from the vehicle's operating system and were ignited by the nearby exhaust system of the automobile. The exact point at which the fluid escaped cannot be determined without further examination by a certified automobile mechanic.

Attachments

1. Sketch
2. Photo Documentation

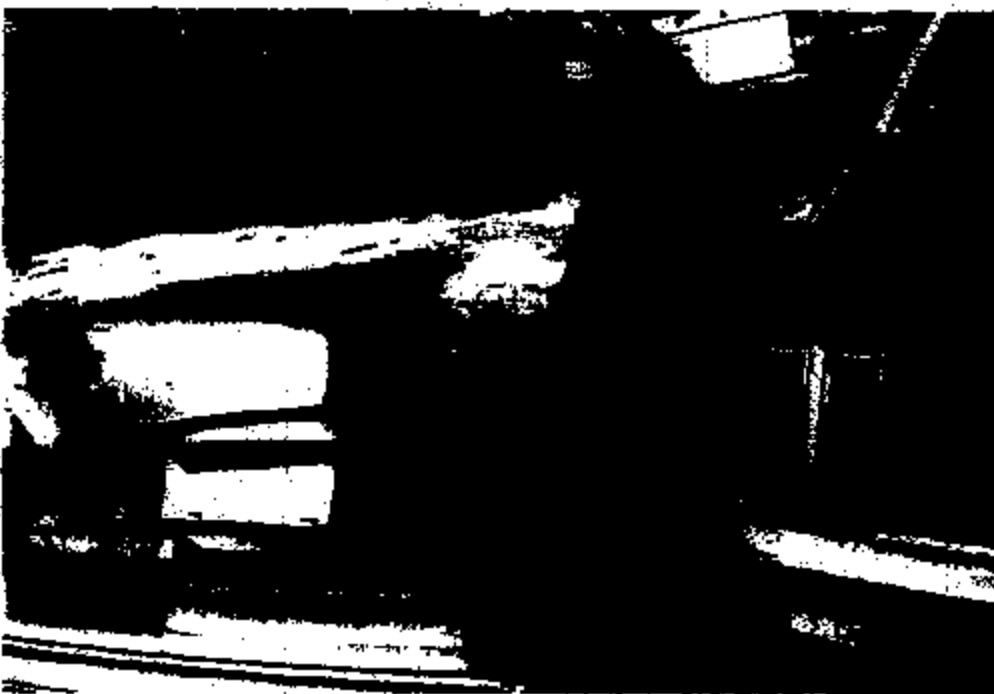
By:   
Ward W. Caddington, Jr.  
Fire Investigation Consultant

ATTACHMENT 7



1. Front view of 1995 Ford model Crown Victoria owned by [REDACTED]. Note heavy fire.

2. Rear view: much less fire.



ENC-028-8 2763

3. Driver's side view.

4. Close-up of fill-neck of gas tank: no fire present.



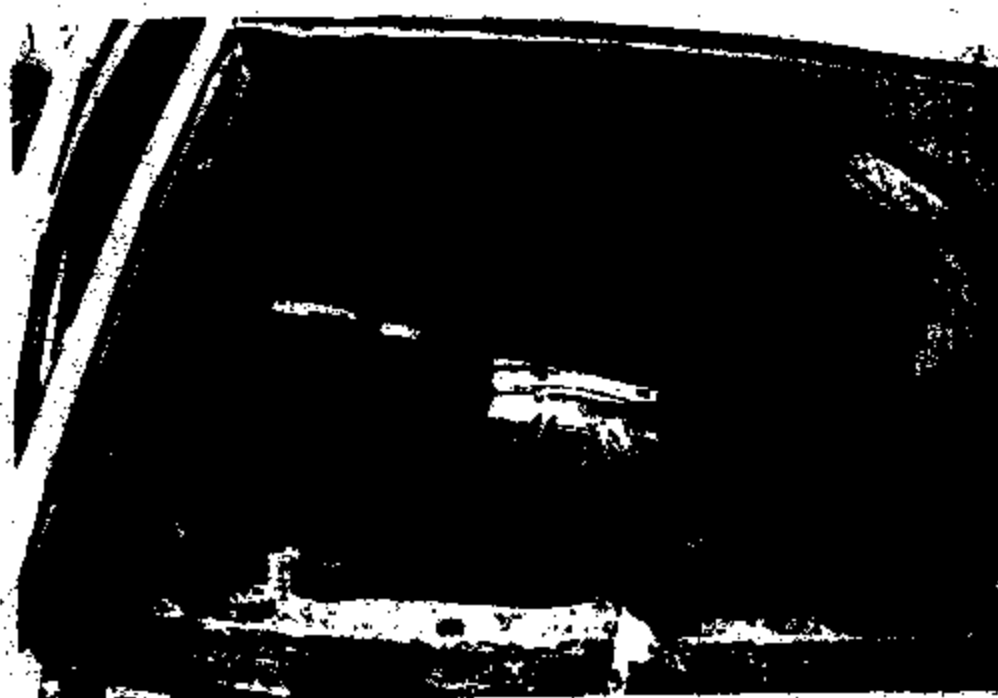
5. Gas tank: no fire present.

6. Passenger's side view: fire from front to rear.



7. Trunk view.

8. Inside view.



ER02-025-B 2769

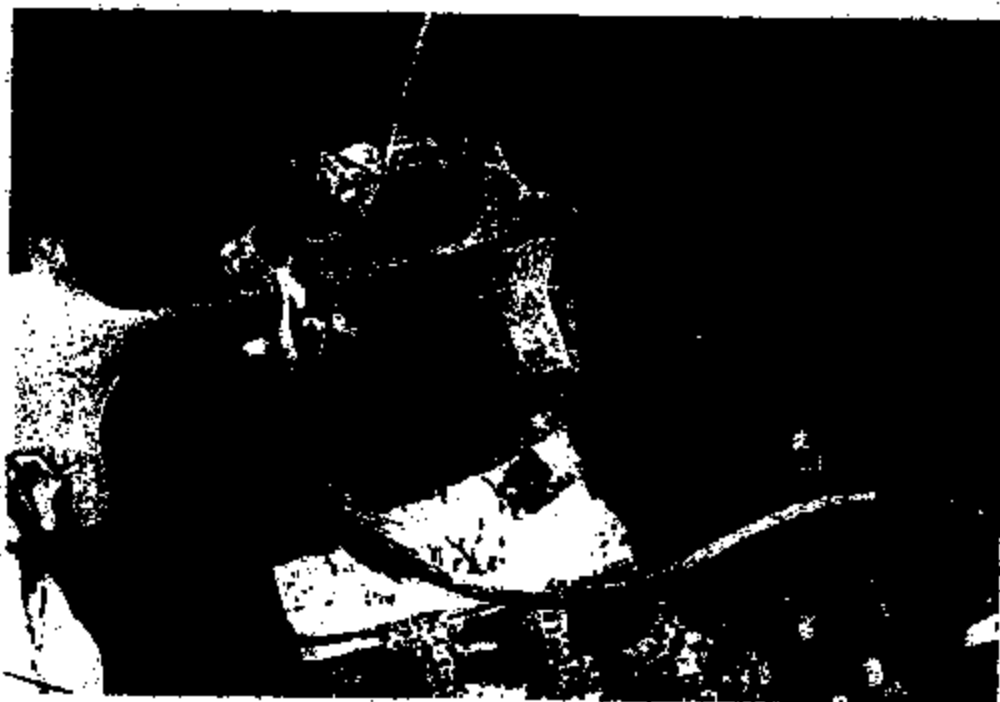
9, 10. Engine compartment views.



EP02-025-8 2751

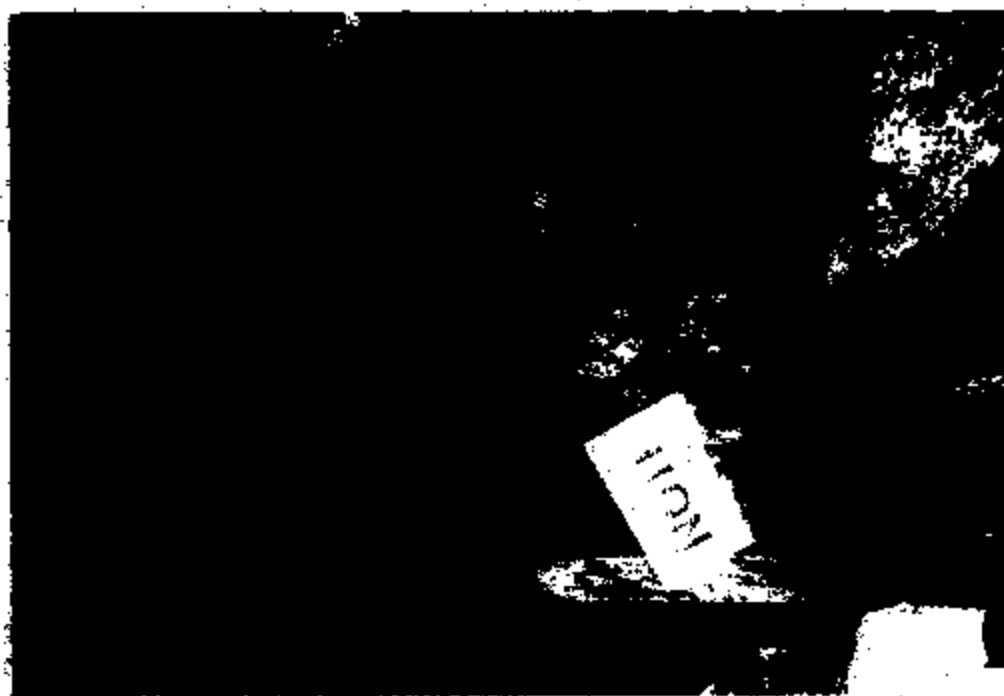
11. Alternator view: no arcing present.

12. Battery cable: no arcing present.



13. Chassis view. Note: much more fire damage to front, by torque converter.

14. Transmission/exhaust system view: torque converter housing burned away at arrow.



15, 16. Close up of torque converter.



EA02-025-B 2757

17. Rear differential view: no fire present.

18. Overall chassis view.



ED02-025-3 2760

# McChesney & Dale, P.C.

Attorneys at Law

Suite 222  
4000 Mitchellville Road  
Bowie, MD 20716

WILLIAM P. DALE DC, MD  
CHARLES F. FULLER DC, MD  
ROBERT W. McCHESNEY, JR. DC, MD  
DAVID A. CONNOLLY, JR. DC, NY

(301) 806-8080  
Fax (301) 806-8086

JAMES S. POWELL DC, VA (of counsel)  
AGNES BOWENSON Paralegal

1225 Connecticut Ave., NW  
Suite 300  
Washington, D.C. 20036

2 Wisconsin Circle, Suite 640  
Chevy Chase, MD 20815

5661 Columbia Pike, Suite 100  
Falls Church, VA 22041  
(703) 998-8212

96 MAY 10 P3:44

May 3, 1996

## CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Alex Trotman, Chief Executive Officer  
Ford Motor Company  
American Road  
Dearborn, Michigan 48121

RE:

Vehicle: 1995 Ford Crown Victoria  
VIN: 2FALP73WXSX263411

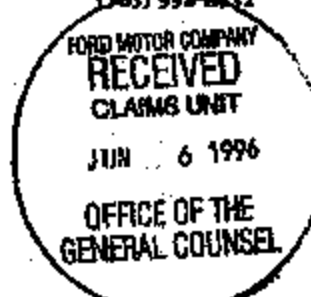
96-2370  
VK

Dear Mr. Trotman:

This firm has been retained to represent [redacted] and [redacted] for damages they have sustained as a result of the sudden fire involving their 1995 Ford Crown Victoria. This fire occurred on December 21, 1995. The vehicle was purchased from Koons Ford of Annapolis, Inc., on September 30, 1995 and had been driven approximately 1,400 miles.

The automobile suddenly ignited as [redacted] was driving the vehicle into his garage. The vehicle was a total loss. In addition, the [redacted] have sustained substantial damages to their residence and their personal property, medical expenses for themselves and their pets, and substantial loss of income from [redacted] computer consulting business which was conducted in his residence. [redacted] has been recently hospitalized for acute depression, as a direct and proximate result of this fire. [redacted] has also sought some treatment himself.

Please forward this notice of claim to the appropriate individual at Ford Motor Company and kindly acknowledge receipt of this notification of the [redacted] claim.



96 MAY 13 12:29  
CONSUMER AFFAIRS  
SECTION

Mr. Alex Trotman, Chief Executive Officer  
May 3, 1996  
Page -2-

I thank you for your consideration.

Very truly yours,

McChesney & Dale, P.C.

By:   
Charles F. Fuller

CFF/vmh

cc:

  
c:\attest\cfo\lir

EDS2-825-8 2771

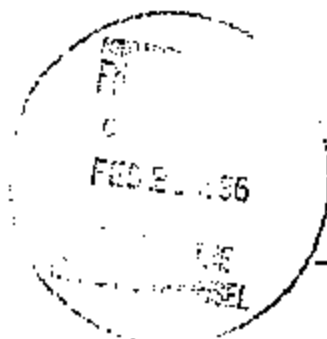
# State Farm Insurance Companies



February 23, 1996

Claim Office  
198 Ritchie Highway  
Garden Park, Maryland 21146-1190  
(410) 644-3800

Ford Motor Company  
Attention: Mr. Don Vyhnalek  
Park Lane/Power West  
3 Park Lane Blvd., Suite 300  
Dearborn, Michigan 48126



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RE: Claim Number : [REDACTED]  
Our Insured : [REDACTED]  
Date of Loss : 12/21/95  
Vin Number : 1A1P73ND5X203411

96-2370  
JK

Dear Mr. Vyhnalek:

This State Farm insured vehicle was involved in a non-collision fire while being driven. Damage to the vehicle resulted in a loss of \$20,699.25.

Please accept this letter as notice of our subrogation rights. We are holding the vehicle for 30 days in the event you wish to make an inspection. You may contact me at (410) 260-3419 to make arrangements.

Sincerely,

A handwritten signature in cursive script that reads "Gwen Travis".

Gwen Travis  
Claim Specialist

GT/fag/01/0223004

# State Farm Insurance Companies



January 10, 1996

CHESAPEAKE SERVICE CENTER  
195 Rhodie Highway  
Beverly Park, MD 21146  
(410) 544-3300

The Ford Motor Company  
c/o Product Claim Dept.  
3 Park Lane Blvd.  
Dearborn, MI 48126

962370  
JK

mary - new loss

RE: Our Claim Number: [REDACTED]  
Date of Loss: December 21, 1995  
Our Insured: [REDACTED]  
Your Reference Number: 21403 Robbins



Dear Sir/Madam:

We are writing to you in reference to a loss sustained by our insured for his 1995 Crown Victoria that blew up in his garage.

Our investigation indicates you are responsible for this loss. We are looking to you for reimbursement.

If you have insurance, please refer this letter to your insurance company and inform us of your insurance name and address and your policy number. If you do not have insurance, please contact us to discuss payment of this claim.

Thank you for your cooperation.

Sincerely,

Lynn Boyer  
Claim Specialist  
State Farm Fire & Casualty Company  
(410) 260-3428

19/0110005

CSOR0016

MOORE II Legal Contact

02/09/1996 08:50:27

WASHINGTON 27 En/Tr: C1 M/A: CONTACT NBR: 106400862 Opened: 01/02/1996  
VIN: 2FALE73WXSX203411 \*\*VLC\*\* Closed: 01/04/1996  
Last Name: [REDACTED] Status: CLOSED  
Title: [REDACTED] First Name: [REDACTED] MI:  
Address: [REDACTED]  
City: ANNAPOLIS ST/FV: MD Zip/PC: [REDACTED] CC: USA  
Home Phone: [REDACTED] Business Phone: [REDACTED] Ext:  
Year: 95 Model: CROWN VICTORIA  
Mileage/Km: 1400 WSD: 09/29/1995  
Dealer Name: KOONS FORD OF ANNAPOLI Sales Code: 127418 P&A: 00089  
Causal Code: Symptoms: 704000  
Serv Sales: 1 (1 or 2) Origin: GO Trans Region: Trans Date:  
Veh Repl:  
Case Type: 4A FIRES - FUEL FED Means Code: A LGL INVEST-PROD LIABILITY  
Atty Name: Atty Memo:  
Claimed Amt: Award Amt:  
CANADA ONLY:  
Court Code: Award Code:

F1=HELP F3=EXIT F4=COMMENT F5=ADD F6=UPD F9=CLOSE F12=CANC  
I053 REQUESTED CONTACT DISPLAYED

OGDB140

CSOR0010

MORE II Contact Comments

02/09/1996 08:50:52

Last Name: [REDACTED] Vln: 2FALP73WXSX203411  
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:  
Dealer: KOONS FORD OF ANNAPOLI Dist/Reg: 27

CONTACT NBR: [REDACTED] Date: 01/02/1996 Analyst Code: 8835JK  
File Type: LEGAL Time: 12:29:27 Analyst Name: KING  
Comm Type: P PHONE Micro: Letter Code:  
\*\*VLC\*\* VERY LOYAL CUSTOMER - IMMEDIATE ATTENTION REQUESTED \*\*\*

Comments: More?: Y  
CUSTOMER SAYS:

--12/21/95 THE VEHICLE WAS IN MOTION INTO THE GARAGE AND IT BURST INTO FLAMES  
NEIGHBORS HAD REPORTLY SEEN LIT DROPS OF FUEL COMING FROM UNDER THE  
VEHICLE.  
--THE VEHICLE WAS TOTALLED, THE GARAGE WAS TOTALLED, THE ENTIRE HOUSE RECEIVED  
SMOKE, WATER, AND SOT DAMAGE  
--FIRE, POLICE, AND INSURANCE COMPANY ALL NOTIFIED, THE D.O.T WAS NOTIFIED  
--3 EACH DOGS RECIVED SMOKE DAMAGE, HAD TO GO TO THE HOSPITAL  
\*

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO  
E196 FIRST COMMENTS FOR CONTACT OGDE140

CSOR0010

MORE II Contact Comments

02/09/1996 08:51:21

Last Name: [REDACTED] VIN: 2FALP73WXSX203411  
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:  
Dealer: ROOMS FORD OF ANNAPOLI Dist/Reg: 27

CONTACT NBR: 106405862 Date: 01/02/1996 Analyst Code: 8835JK  
File Type: LEGAL Time: 12:31:26 Analyst Name: KING  
Comm Type: U UPDATE Micro: Letter Code:  
\*\*VLC\*\* VERY LOYAL CUSTOMER - IMMEDIATE ATTENTION REQUESTED \*\*\*

Comments:

Mora?: Y

CAC ADVISED:

--STAY IN CONTACT WITH THE INSURANCE COMPANY

--WILL FORWARD THE INFORMATION TO THE APPROPRIATE OFFICE WITH IN FMC

--NO TIMEFRAME FOR RECONTACT

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO

I002 REQUESTED INFORMATION DISPLAYED

OGDB140

CS02-025-S 2770

CSOR0010

MOBILE II Contact Comments

02/09/1996 08:51:30

Last Name: [REDACTED]  
Home Phone: [REDACTED]  
Dealer: KOONS FORD OF ANNAPOLI

Bus. Phone: [REDACTED]

VIN. 2FALP73WXSX203411  
Ext:  
Dist/Reg: 27

CONTACT NBR: 106405862 Date: 01/03/1996 Analyst Code: 6934LA  
File Type: LEGAL Time: 12:58:16 Analyst Name: ARQUETTE  
Comm Type: C CALL BACK Micro: Letter Code:  
\*\*VLC\*\* VERY LOYAL CUSTOMER - IMMEDIATE ATTENTION REQUESTED \*\*\*  
Comments: More?: Y

\*  
CUSTOMER SAYS:

-DAVID SPERO, SERVICE MGR AT DEALER, SENT INFO TO FMC LEGAL DEPT ON 12/22  
-HAS NOT HEARD FROM ANYONE YET  
-HAS CONTACT STATE FARM, INSURANCE CO AT (410) 544-3300 (OWEN TRAVIS)  
-HOUSE FIRE REPORTED HOUSE FIRE TO STATE FARM AT (410) 260-3428 (LYN BOYER)

\*  
CAC ADVISED:

-INFO WAS FORWARDED TO APPROPRIATE DEPT  
-FORD'S GOAL IS TO CONTACT CUSTOMER WITHIN 5 BUSINESS DAYS:

\*  
F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO  
1902 REQUESTED INFORMATION DISPLAYED OGDB140

CSOR0010

MORS II Contact Comments

02/09/1996 08:52:01

Last Name: [REDACTED] VIN: 2FALP73W1SX203411  
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:  
Dealer: KOONS FORD OF ANNAPOLI Dist/Reg: 27

CONTACT NBR: 106405862 Date: 01/05/1996 Analyst Code: 7649NC  
File Type: LEGAL Time: 13:28:01 Analyst Name: COOK  
Comm Type: U UPDATE Micro: Letter Code:  
\*\*VLC\*\* VERY LOYAL CUSTOMER - IMMEDIATE ATTENTION REQUESTED \*\*\*

Comments:

More?: Y

LYNN BOYER FROM STATE FARM

CONTACTED CAC AND SAYS:

--SHE WOULD LIKE TO GET AN UPDATE REGARDING FORD MAKING AN INSPECTION ON  
THE VEHICLE.

--SHE IS TRYING TO PROVIDE UPDATES FOR THE CUSTOMER AS THEY BECOME AVAILABLE

CAC ADVISED:

--NO TIME FRAME HAS BEEN INDICATED.

--CUSTOMER WILL RECEIVE CONTACT FROM FORD REGARDING CONCERNS.

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO  
1002 REQUESTED INFORMATION DISPLAYED

OGDB140

CSOR0010

MO=9 II Contact Comments

02/09/1996 08:52:14

Last Name: [REDACTED] VIN: 2FALP73WXSX203411  
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:  
Dealer: KOONS FORD OF ANNAPOLI Dist/Reg: 27

CONTACT NBR: 106405862 Date: 01/05/1996 Analyst Code: 0801RC  
File Type: LEGAL Time: 14:09:17 Analyst Name: COOK  
Comm Type: C CALL BACK Micro: Letter Code:  
\*\*VLC\*\* VERY LOYAL CUSTOMER - IMMEDIATE ATTENTION REQUESTED \*\*\*

Comments: More?: Y

CUSTOMER SAYS:  
-HAS NOT HEARD FROM FMC YET

CUSTOMER SEEKS:  
-WHEN WILL THEY HEAR FROM FMC

CAC ADVISED:  
-UNABLE TO PROVIDE TIME FRAME OF CONTACT FROM FMC

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO  
I002 REQUESTED INFORMATION DISPLAYED OGDB140

CSOR0010

MOB II Contact Comments

02/09/1996 08:53:33

Last Name: [REDACTED]  
Home Phone: [REDACTED] Bus. Phone:  
Dealer: KOONS FORD OF ANNAPOLI

VIN: 2FALP73WXSX203411  
Ext:  
Dist/Reg: 27

CONTACT NBR: 106398731 Date: 01/12/1996  
File Type: INQ Time: 11:45:09  
Comm Type: C CALL BACK Micro:

Analyst Code: 0214KS  
Analyst Name: SCHLAFF  
Letter Code:

Comments:

More?: Y

STATE FARM CALLING (GWEN TRAVIS) ON BEHALF ON THE CUSTOMER:

- CUSTOMER HAD CALLED HER AND TOLD HER THAT SOMEONE FROM FMC HAD CONTACTED  
HIM AND SAID A LETTER WAS ON THE WAY WHICH HAD A SETTLEMENT OFFER

\*

STATE FARM SEEKS:

- TO KNOW WHAT THE STATUS OF THIS CLAIM IS

\*

LCAC ADVISED:

- GAVE ADDRESS OF OGC TO STATE FARM

- WILL FORWARD INFO TO APPROPRIATE DEPT

\*

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO

I002 REQUESTED INFORMATION DISPLAYED

OGDB140

CSOR0010

MORE II Contact Comments

02/09/1996 08:53:48

Last Name: [REDACTED]  
Home Phone: [REDACTED]  
Dealer: KOONS FORD OF ANNAPOLI

VIN: 2FALP73WXSX203411  
Ext:  
Dist/Reg: 27

CONTACT NBR: 106398731 Date: 01/16/1996  
File Type: INQ Time: 15:12:15  
Comm Type: C CALL BACK Micro:

Analyst Code: 9378TC  
Analyst Name: CODY  
Letter Code:

Comments:

More?: Y

CUSTOMER SAYS:

-HE HAS NEVER TOLD HIS STATE FARM AGENT ABOUT A SETTLEMENT BECAUSE NO ONE  
FROM FORD MOTOR COMPANY HAS CONTACTED HIM

CAC ADVISED:

-ACCORDING TO OUR RECORDS WE SHOW THAT MS TRAVIS CONTACTED THE CAC AND TOLD US  
THAT A SETTLEMENT HAD BEEN MADE

-ADVISED THE CUSTOMER TO CONTACT HIS STATE FARM REP, TO REVIEW THE SITUATION

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO

1002 REQUESTED INFORMATION DISPLAYED

OGDB140

ESP2-825-B 2781

CSOR0010

MOFG II Contact Comments

02/09/1996 08:54:01

Last Name: [REDACTED]  
Home Phone: [REDACTED] Bus. Phone:  
Dealer: KOONS FORD OF ANNAPOLI

VIN: 2FALP73WXSX203411  
Ext:  
Dist/Reg: 27

CONTACT NBR: 106398731 Date: 01/17/1996  
File Type: INQ Time: 16:03:14  
Comm Type: C CALL BACK Micro:

Analyst Code: 8550KL  
Analyst Name: LUTTON  
Letter Code:

Comments:

More?: Y

CUSTOMER SAYS:

--CHECKING THE STATUS OF THIS.  
--THEY ARE WORKING WITH A DEADLINE DATE ON 1-18-95.  
--THEY WILL HIRE LEGAL COUNCIL.  
--B/C OF THE EXPENSES ARE COVERED AND THAT THEY ARE PROTECTED.  
\*

CUSTOMER SEEKS:

--THAT FMC GET BACK WITH THEM ASAP.  
\*

CSR ADVISED:

--NO TIME FRAME CAN BE GIVEN.

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO

I002 REQUESTED INFORMATION DISPLAYED

OGDB140

CSOR0027

## MORS II Dealer Personnel Information

02/09/1996 08:47:03

Name: KOONS FORD OF ANNAPOLIS INC  
Street: 2540 RIVA ROAD  
City: ANNAPOLIS  
State: MD  
Zip/PC: 21401 CC: USA

P&A Code: 00089  
Sales Code: 127418  
SRV/SLS ZN: C1 / H MA:  
FCSD Region: 27  
WASHINGTON

Dealer Phone: 410 841 6550 Service Phone: 410 266 3087  
Service Hours: 7:30 AM - 6:00 PM MON - FRI  
Dealer Principal: JOE KOONS  
Dealer Principal (Co-Owner): .  
General Manager: RON HENDRICK  
Sales Manager: GARY BOONE  
F and I Manager: MARTHA JOHNSON  
Customer Relations Manager: .  
Parts and Service Manager: .  
Service Manager: DAVE SPARROW  
Parts Manager: RICHARD GAVIN  
Special Comments:  
LSC ENROLLED VMX-# 8005223431 TOWING: 301-268-5781

F3=EXIT F6=UPDATE

I065 PRESS "ENTER" TO VERIFY DEALER SELECTION

OGDB140

CSCN140

## VEHICLE DATA

96/02/07 09:19:15

==&gt;

ENTER VIN ==&gt; 2FALP73WXSX203411

NAME ==&gt;

ZIP ==&gt;

MODEL YR ==&gt;

OWNER NAME :

STREET ADDR :

CITY : ANNAPOLIS

ST/PRV: MD CTRY:

ZIP/POSTAL CODE:

N/A DATE: 96-01-02

N/A SOURCE: M

MODEL YEAR : 95 PLANT: X

SALE DATE:

BODY STYLE DESC: 4 DOOR SEDAN

PRODUCTION DATE:

VEHICLE DESC :

DIVISION DISTRICT ZONE DEALER PDC CODE PCSD REGION

SHIP-TO

FACING

RESPONSIBLE

CA EMISSION :

ENGINE TAG CODE :

CAMPAIGN COUNTS

NAVIS STATUS : 000

COMPANY CAR IND :

TOTAL CAMPAIGNS : 00

DSO DISTRICT :

FLEET CODE :

OPEN : 00 CLOSED : 00

DSO NUMBER :

FLEET STATUS :

ACTIVE: 00 HISTORY: 00

F1=INQUIRY F3=EXIT F4=G160 F5=G150 F8=CONTINUE SEARCH F9=G130

OGDB140

REDACTED

REDACTED

IPI100A1-----VEHICLE INVOICE REQUEST PANEL-----

REQUEST PROCESSED

VEHICLE VIN: 2F ALP73WK 8 X 203411

REQUESTOR NAME: KEYES\_\_\_\_\_

CASE NAME: \_\_\_\_\_

PRESS ENTER TO PROCESS THE REQUEST, OR PF3 TO EXIT

F1=HELP  
F7=UP

F2=SPLIT  
F8=DOWN

F3=END  
F9=SWAP

F4=RETURN  
F10=LEFT

F5=RFIND  
F11=RIGHT

F6=RCHANGE  
F12=RETRIEVE

REDACTED

January 2, 1996

Mr. Alex Trotman  
Chief Executive Officer  
FORD Motor Company  
American Road  
Dearborn, MI 48121

Dear Mr. Trotman,

On September 30, 1995, I purchased a new 1995 Ford Crown Victoria from Koon's Ford in Annapolis, Maryland. On December 21st, less than three months later, the car erupted into flames as I was pulling into my garage. Within seconds, the car exploded into a fireball, igniting my garage and obliterating both the structure and its contents. The enclosed photographs graphically depict the results.

The impact on my family's life has been significant, to say the least. Not only did we lose the car and garage, all other areas and contents of my home suffered varying degrees of damage from smoke and water. Our home was, in a word, trashed.

The impact also extends to virtually every other aspect of our physical and emotional lives, including our respective jobs. I am a self-employed computer systems consultant who works out of a home office. All three of my computers, along with my fax machine, were rendered inoperable from the smoke for over a week. I have been unable to work since the explosion, in part from lack of equipment but also from the emotional turmoil, including recurring nightmares, caused by my near cremation.

My wife, an engineer with ARINC in Annapolis, has thus far used over a week of her (limited) vacation time in order to deal with the aftermath. Unfortunately, as a brittle type I diabetic, the stress has forced her doctor to temporarily increase her number of daily insulin injections from three to four in an effort to regain control of her blood glucose levels. Both of us have sought professional counseling in order to better cope with this extremely unsettling experience.

Last but not least, one of my dogs nearly died from smoke inhalation, and was hospitalized for several days. The other two had to be placed in a kennel for boarding during the remainder of the holiday season.

SECTION  
CONSUMER AFFAIRS

2002-035-5 2788

MANAGEMENT COUNSEL - INFORMATION SYSTEMS AND TELECOMMUNICATIONS

The reason for this letter is two-fold. First, your customer service people suggested that we write to you directly in order to ensure that the information was properly communicated and disseminated. Second, my wife and I felt that this would be a therapeutic way to express exactly how much this experience has affected our lives.

Although we have been strongly urged by friends and family to hire an attorney, we have not yet done so as we are reluctant to introduce even more stress into our lives. State Farm Insurance will be covering most, if not all, of the required reconstruction of our home and will in all likelihood seek reimbursement from Ford. However, we feel that additional compensation is warranted under the circumstances, for the reasons outlined in this letter. We are facing literally months of reconstruction and repairs, not to mention psychological counseling. I would very much appreciate a prompt reply to this letter.

One final footnote: I have not yet been told exactly why the car self-ignited although I have since discovered that there was a recall for a remarkably similar problem several months before I bought the car from Koon's. Please have your technical people contact me for additional information which may be of use in isolating the problem.

Sincerely,

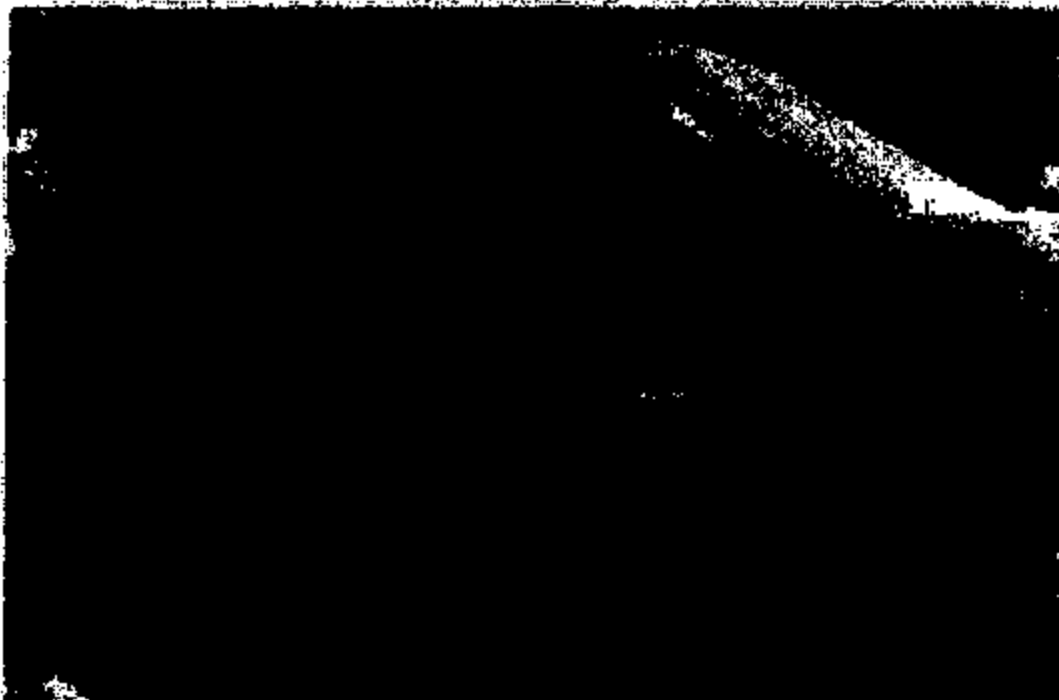
[Redacted]  
[Redacted]  
[Redacted] (Voice)  
[Redacted] (FAX)  
VIN # 2FALP73WXSX203411

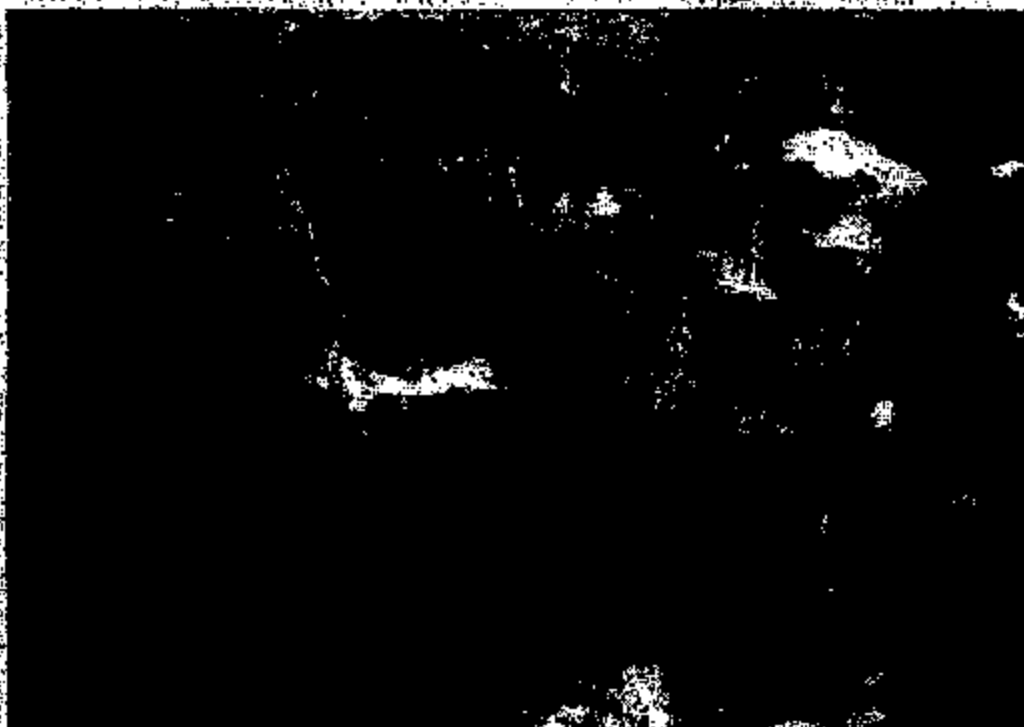
Enclosures: Koon's Ford Sales Agreement  
Photographs



11. Alternator view: no arcing present.

12. Battery cable: no arcing present.





7. Trunk view.

8. Inside view.



1. Front view of 1995 Ford model Crown Victoria owned by Clark Robbins. Note heavy fire.

2. Rear view: much less fire.

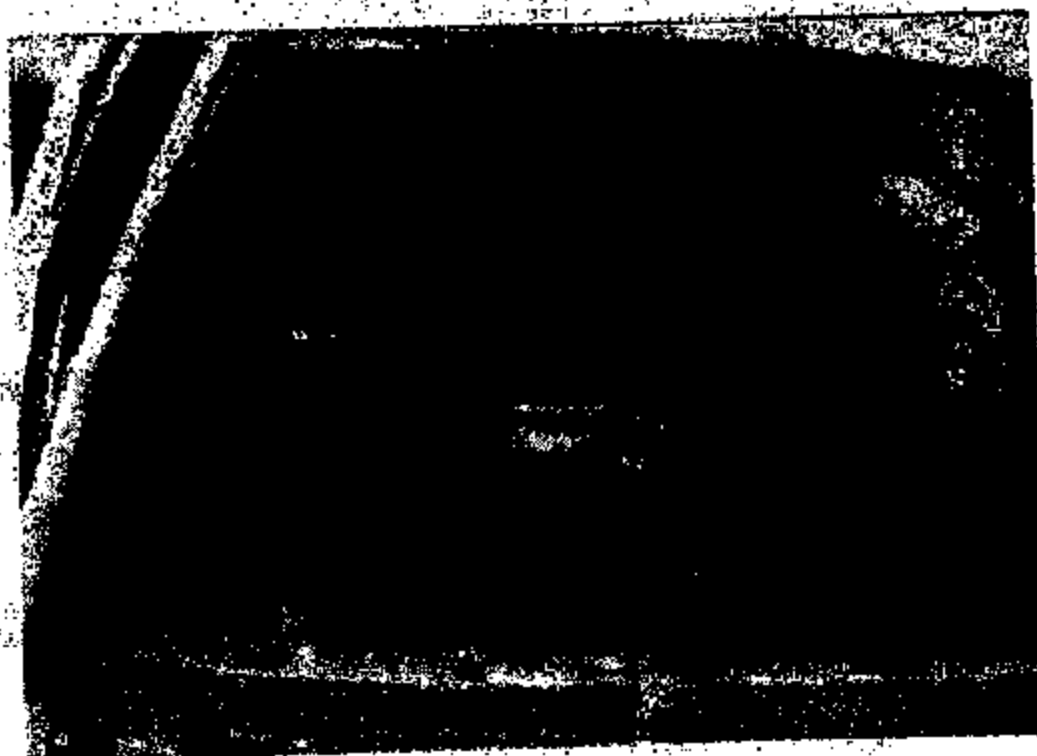
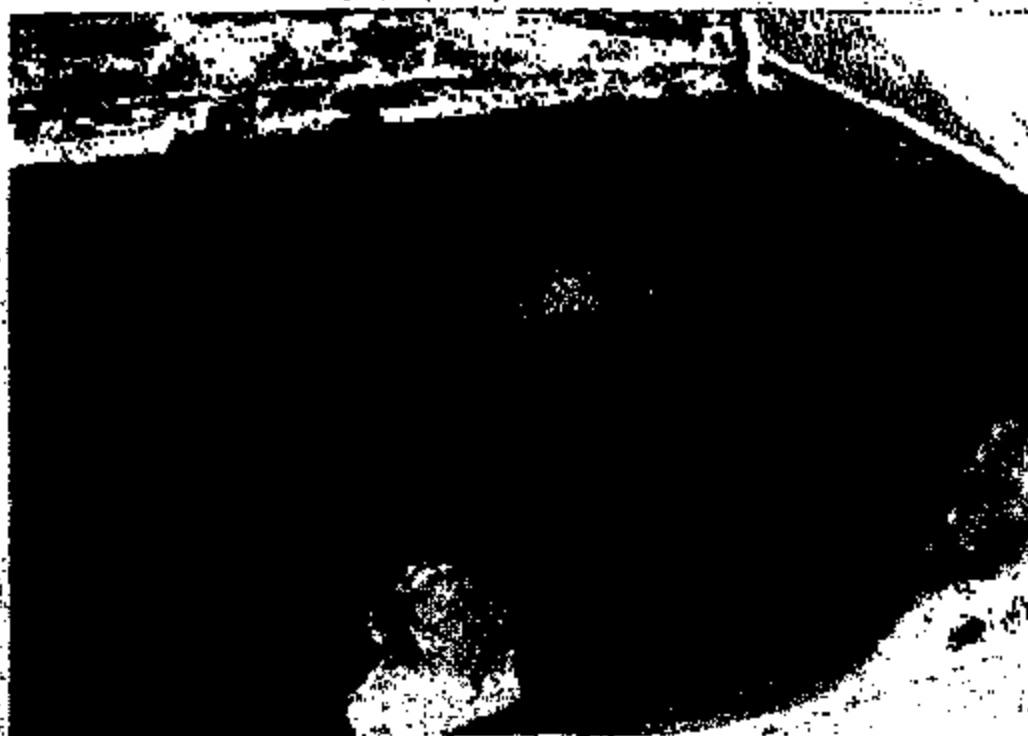


9, 10. Engine compartment views.



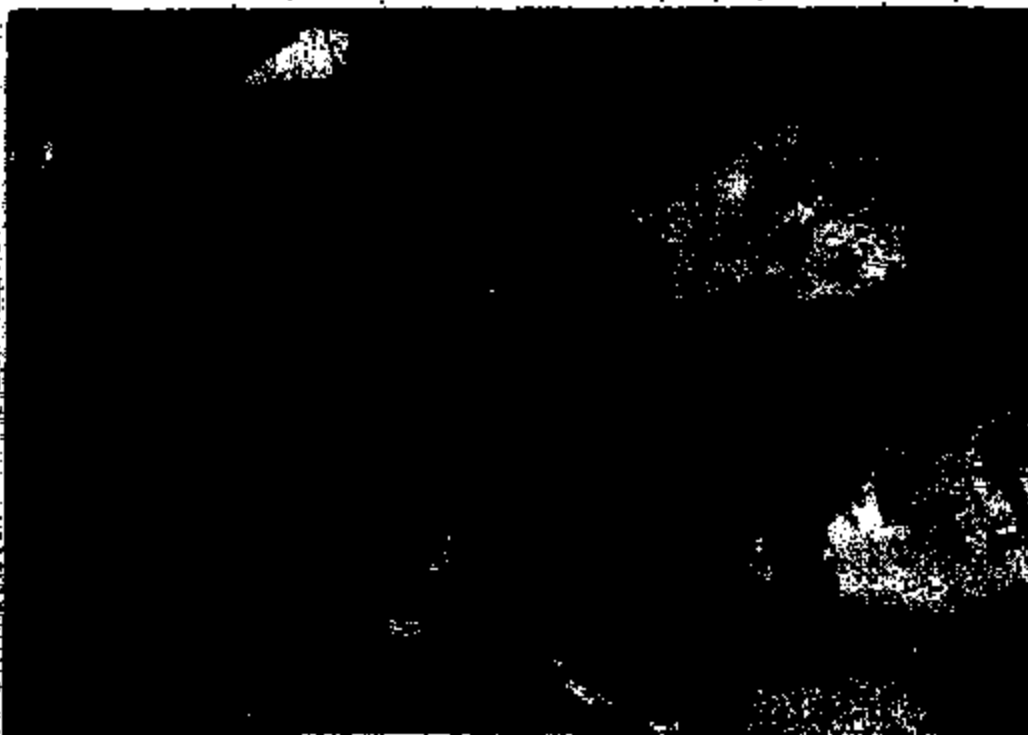
3. Driver's side view.

4. Close-up of fill-neck of gas tank; no fire present.



5. Gas tank: no fire present.

6. Passenger's side view: fire from front to rear.



13. Chassis view. Note: much more fire damage to front, by torque converter.

14. Transmission/exhaust system view: torque converter housing burned away at arrow.

[illegible]

15, 16. Close up of torque converter.