

EA02-025

FORD 10/27/03

APPENDIX M

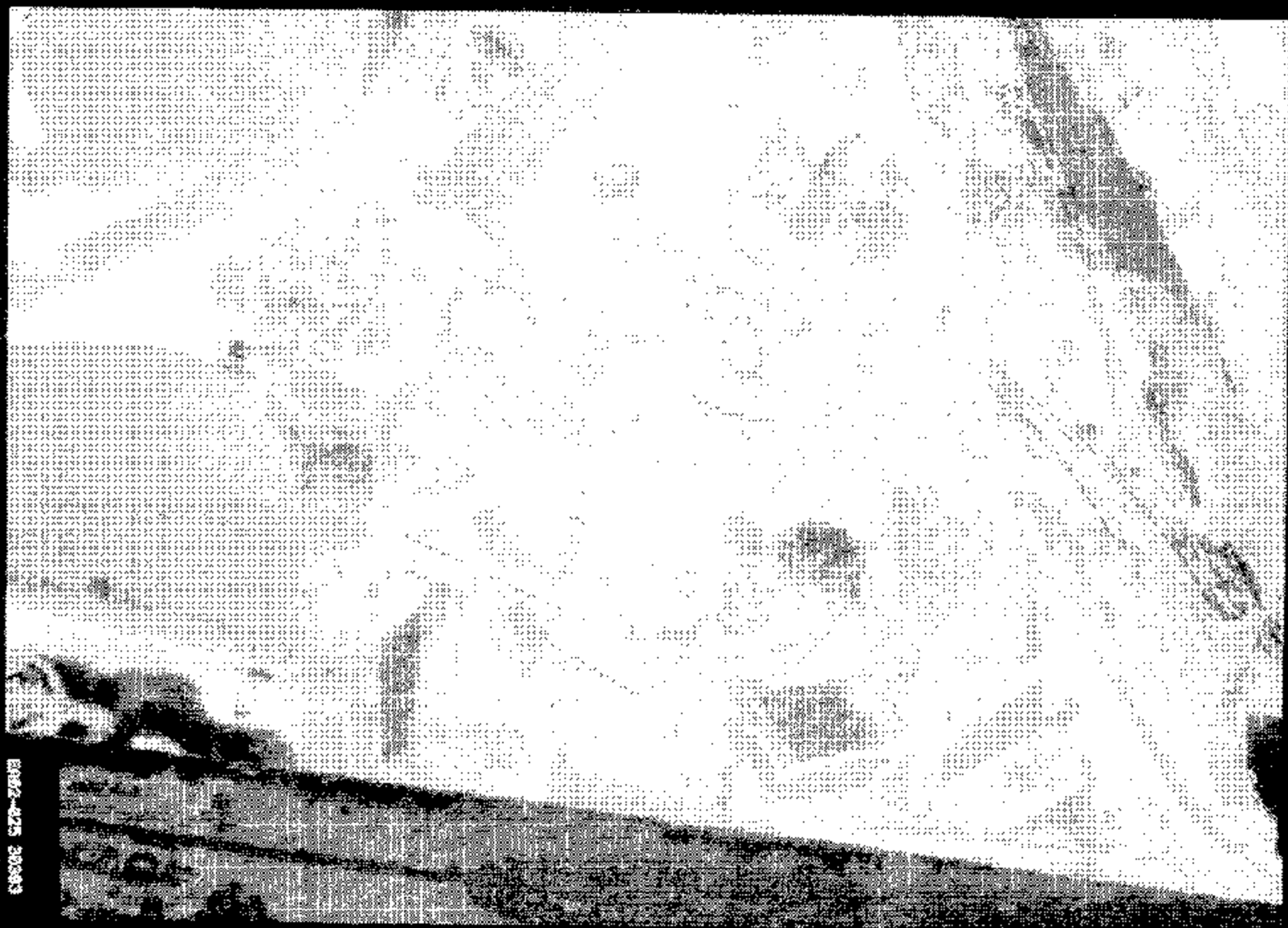
BOOK 18 OF 22

PART A-D

PART B

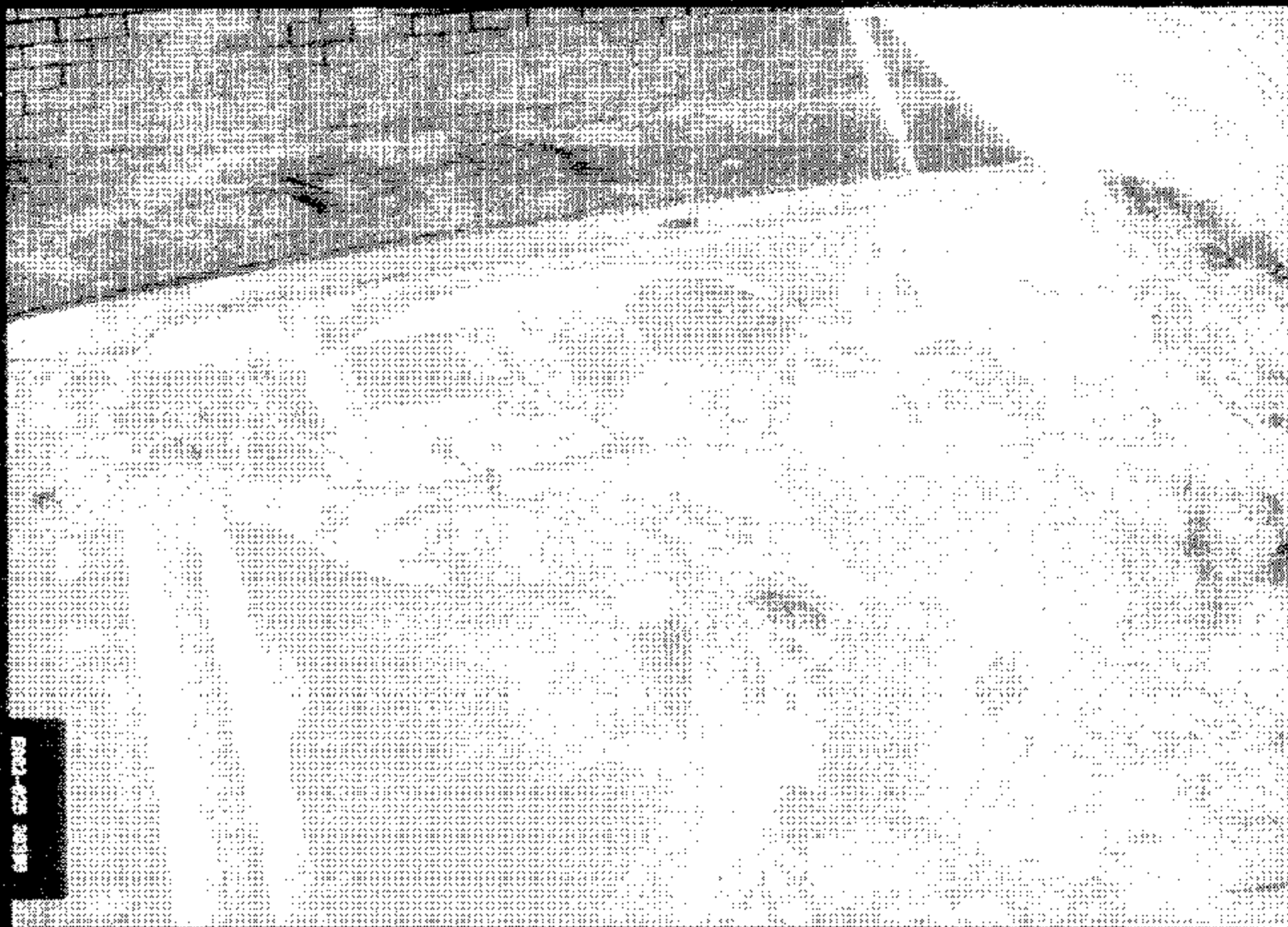


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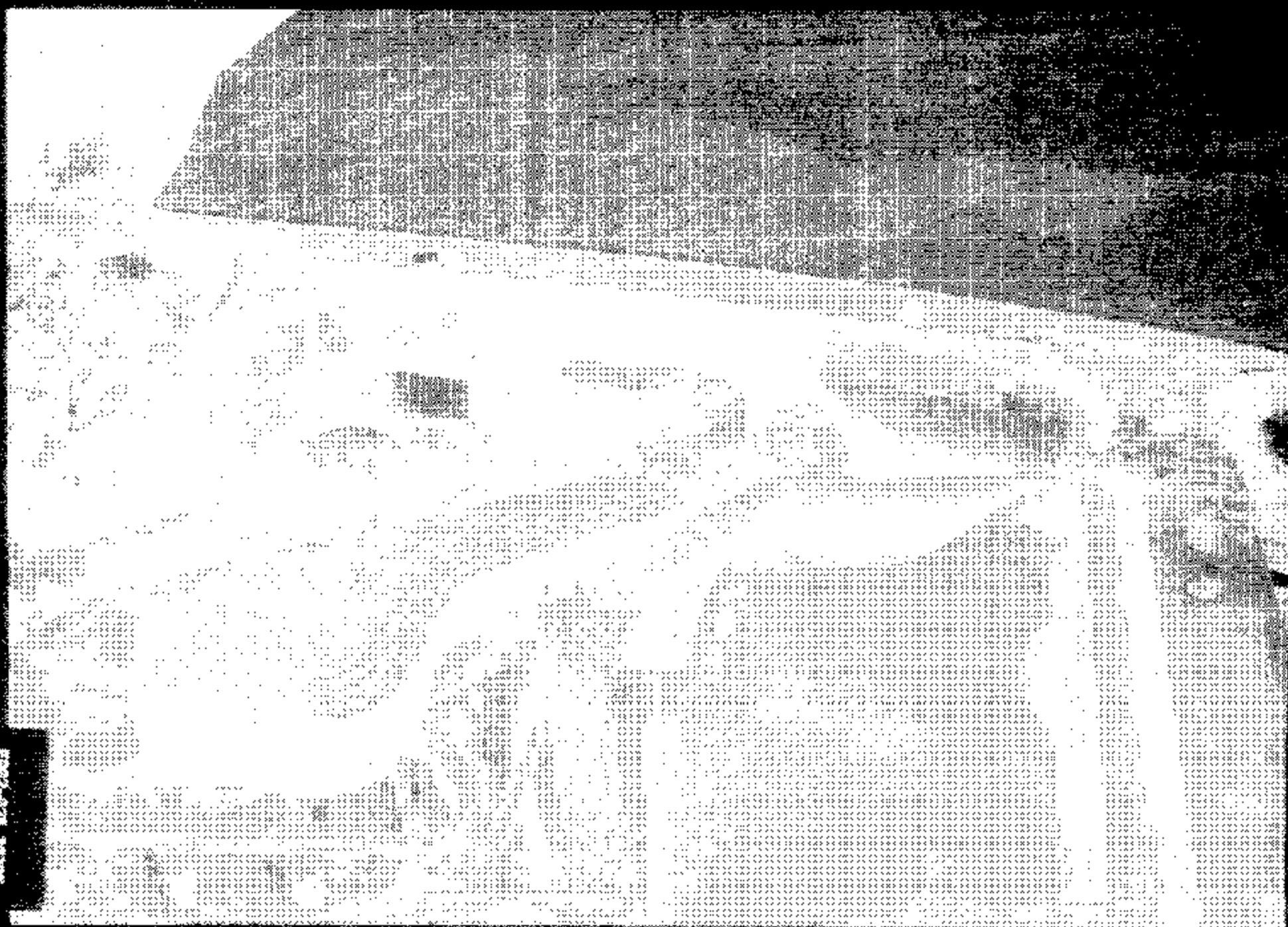
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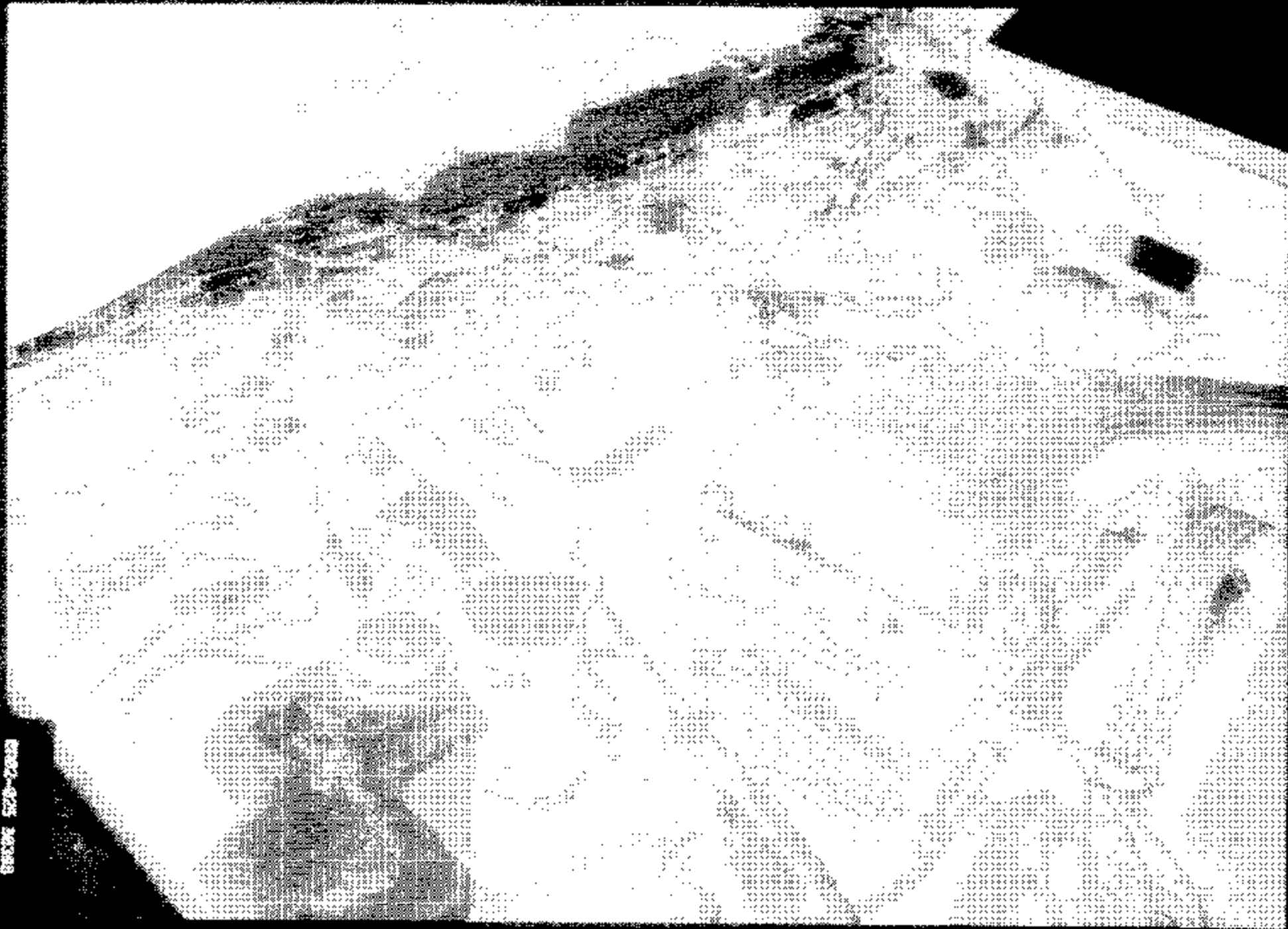
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ENCLOSURE



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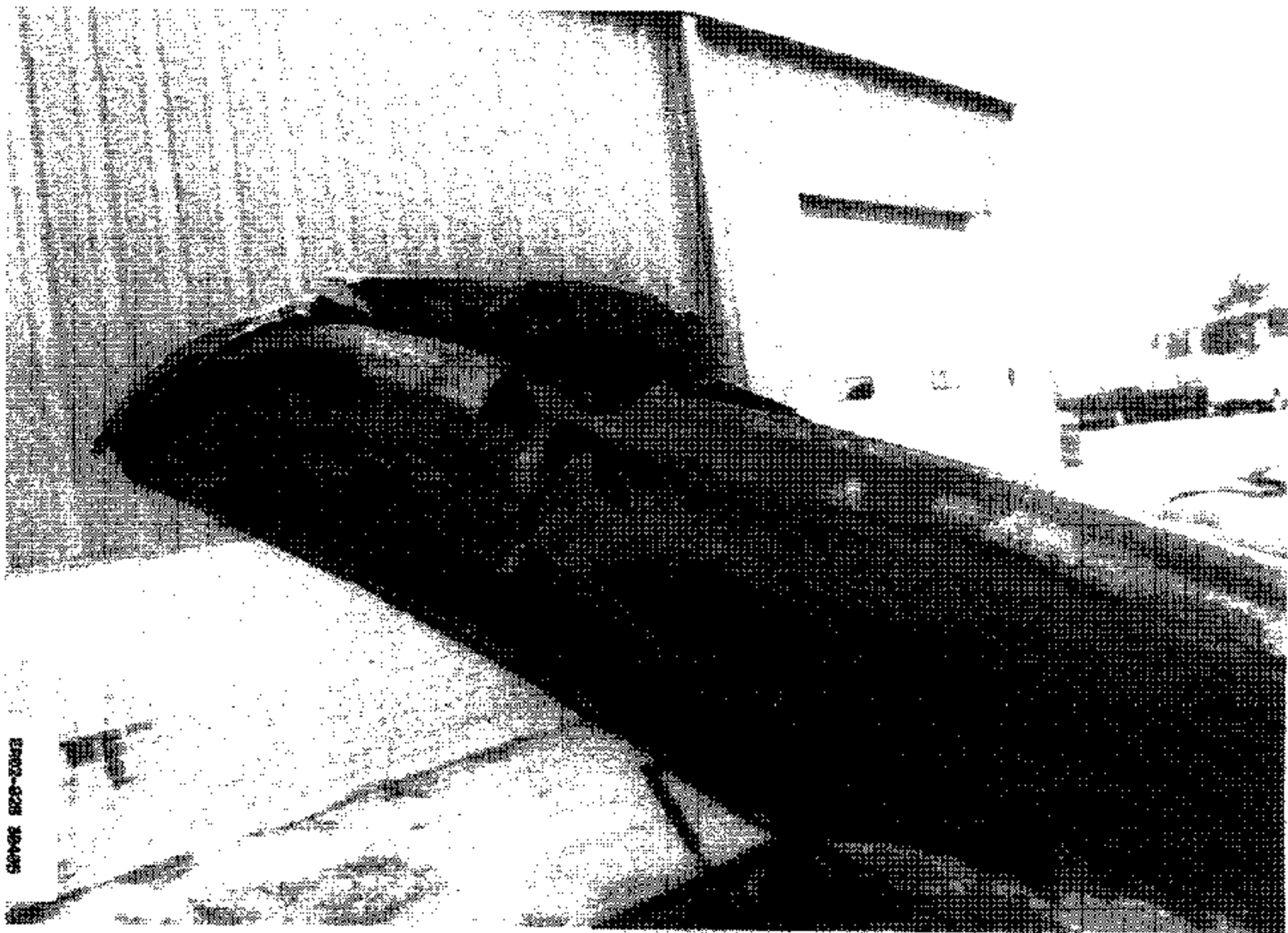
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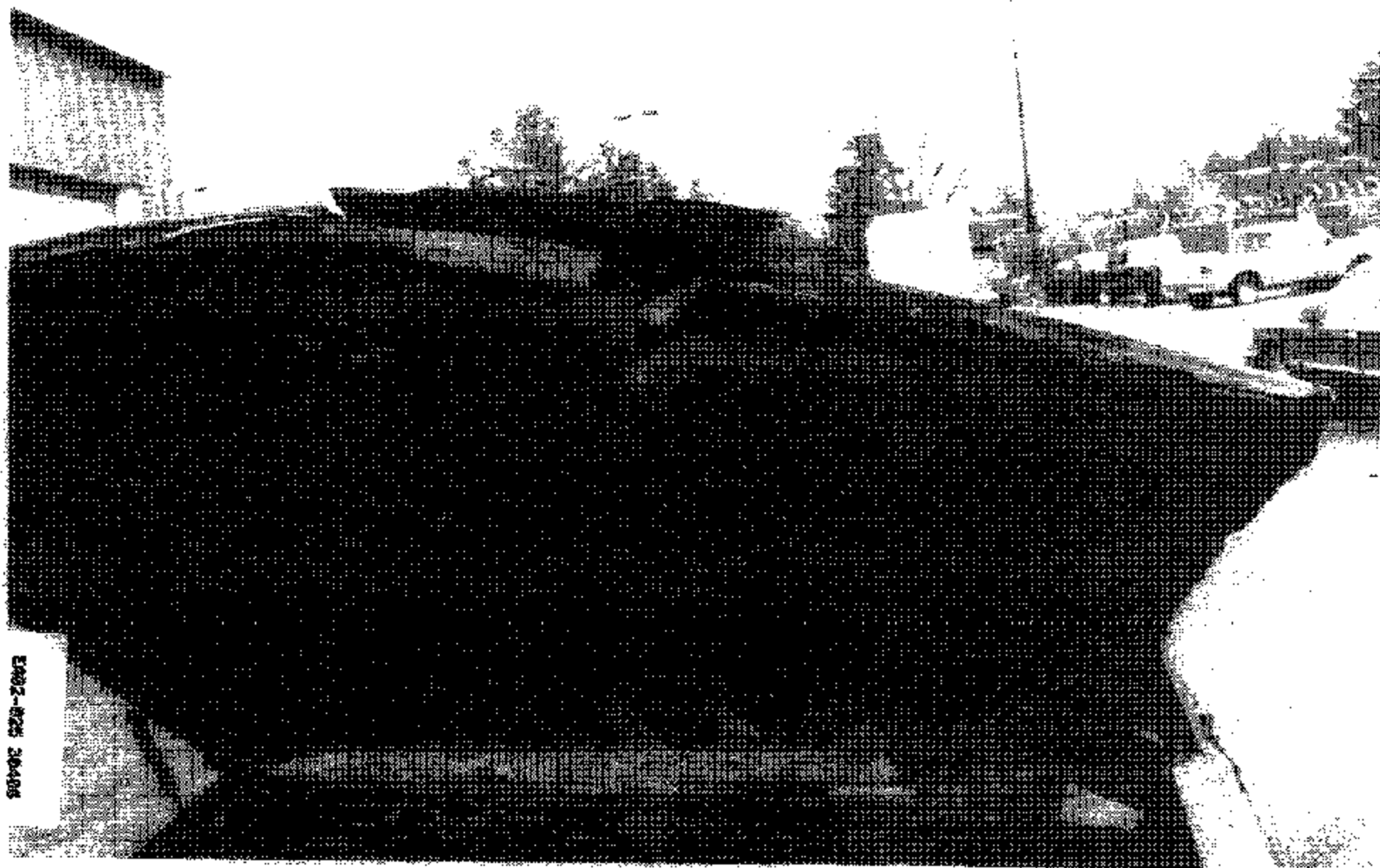
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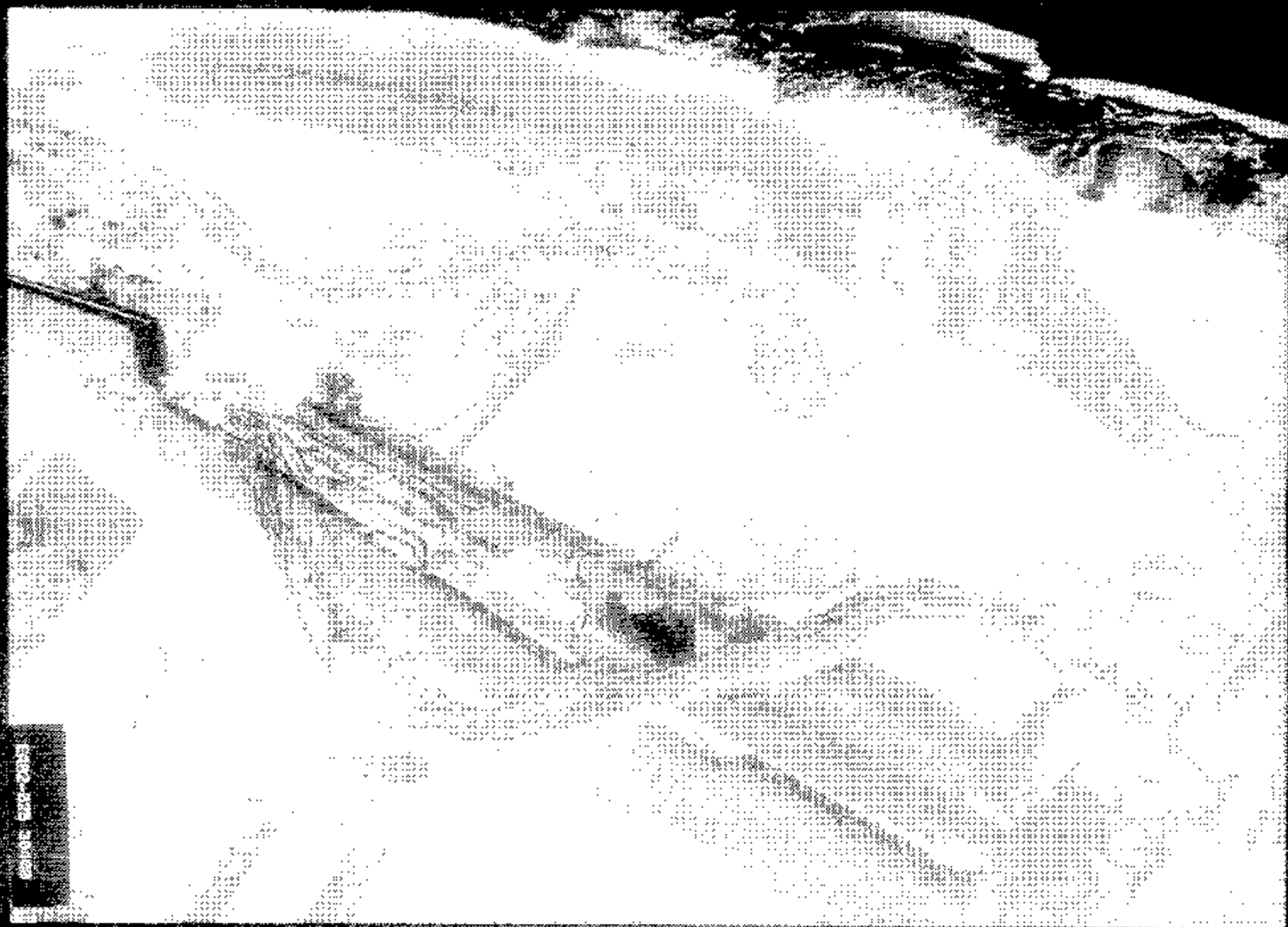
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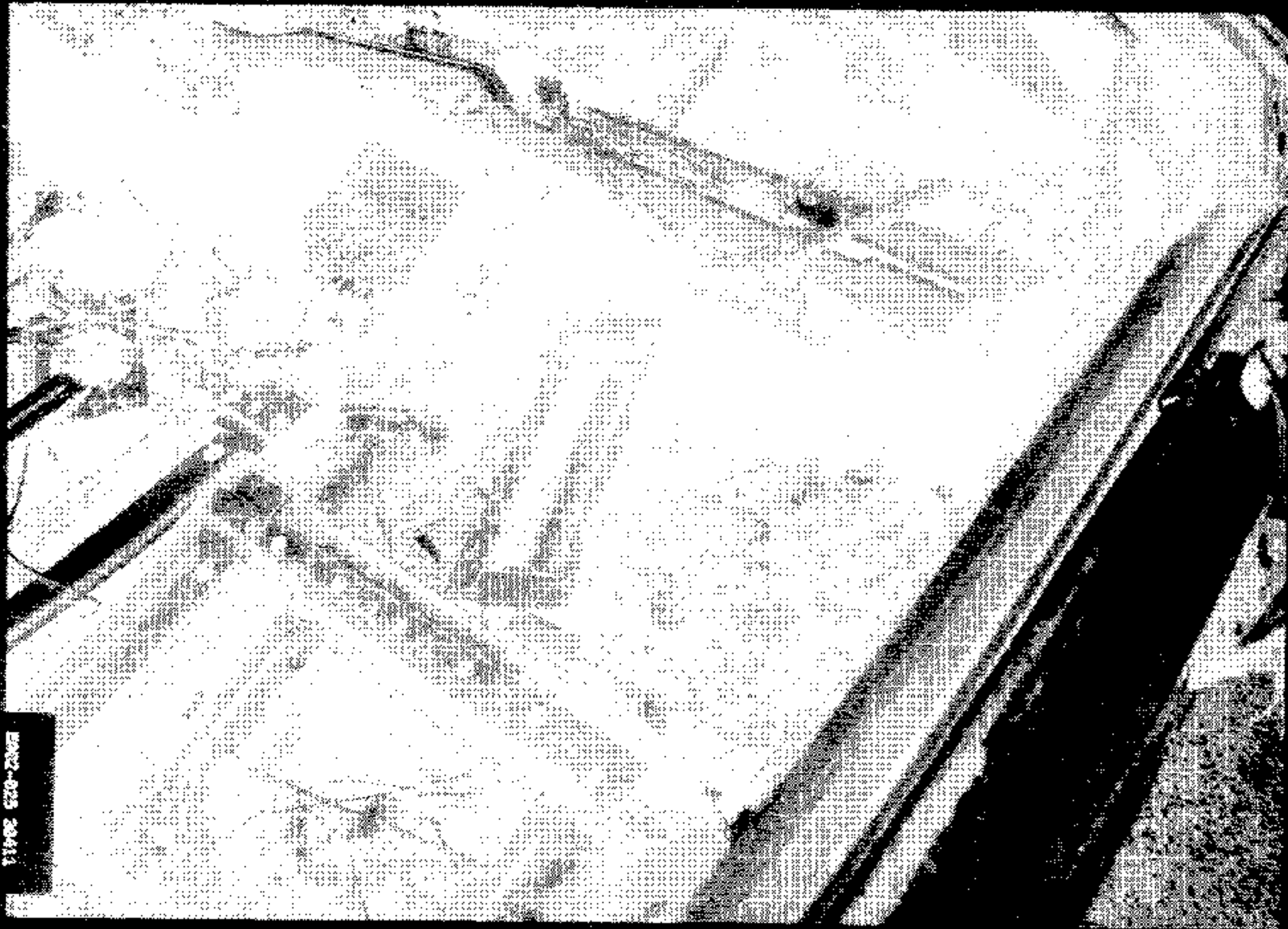
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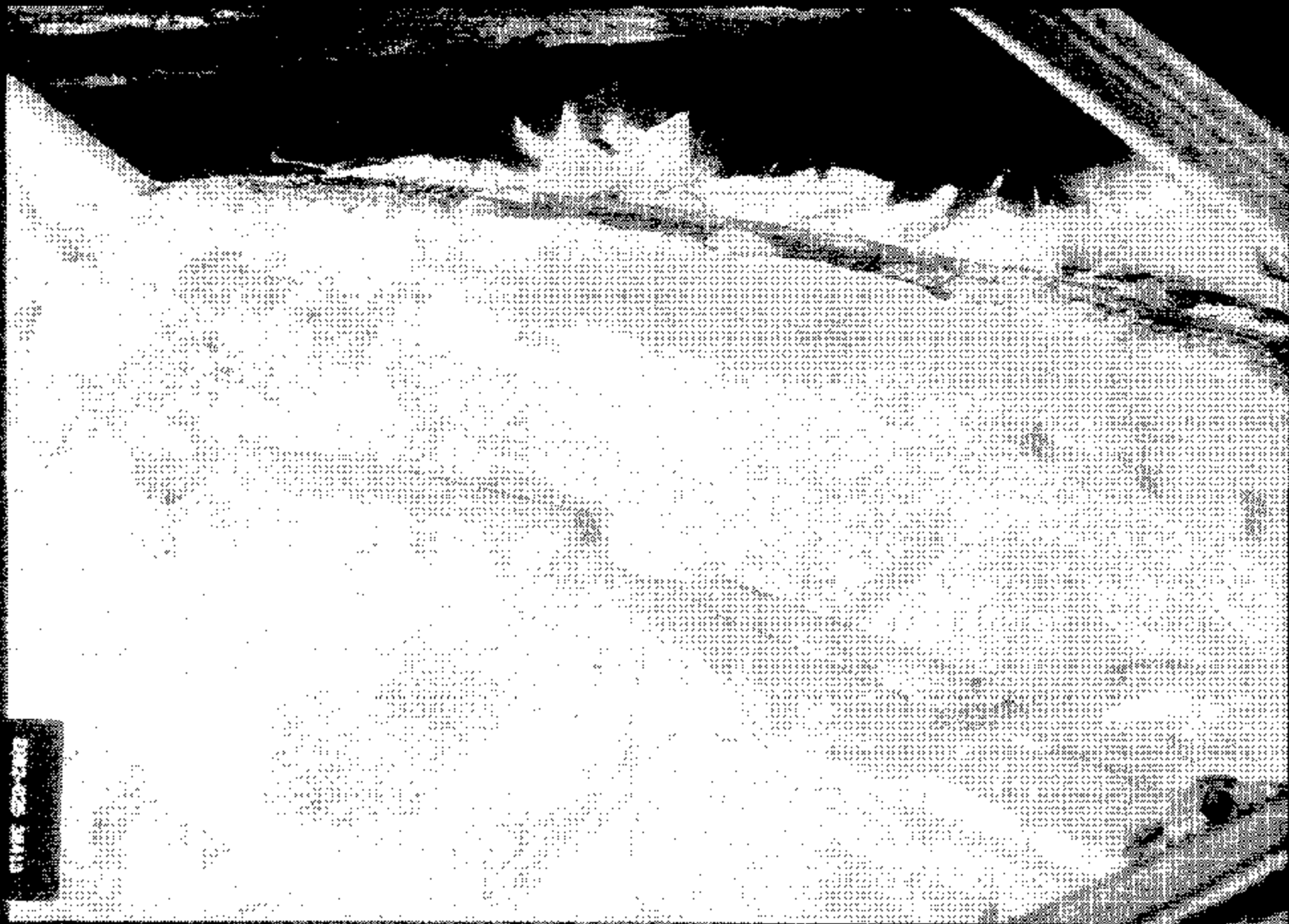


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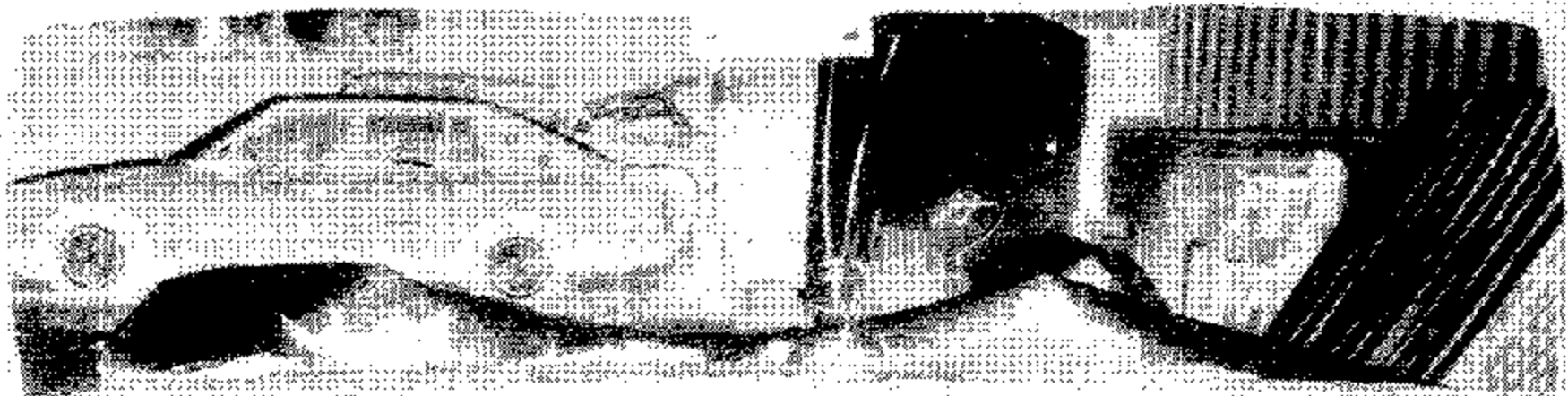
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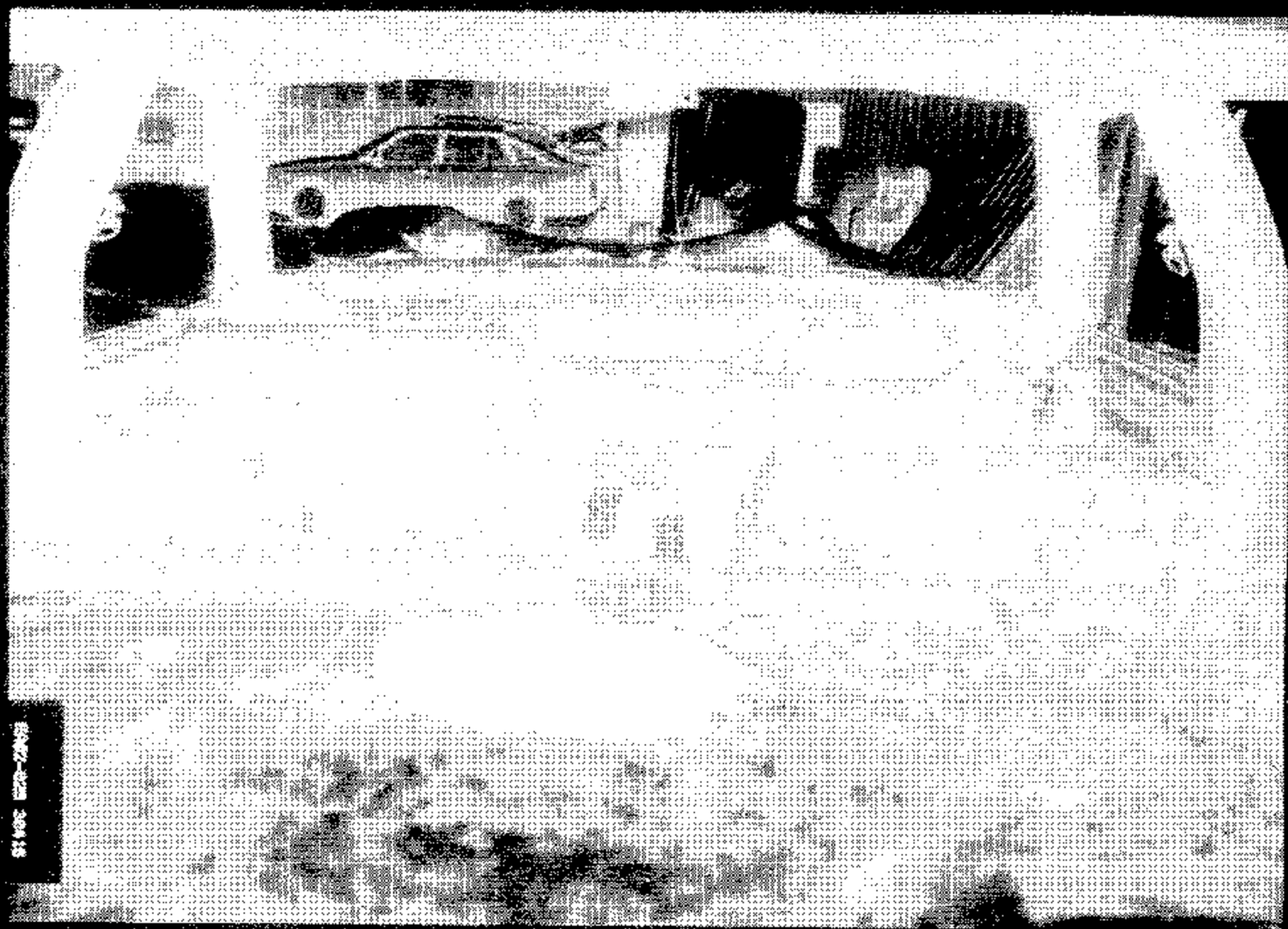
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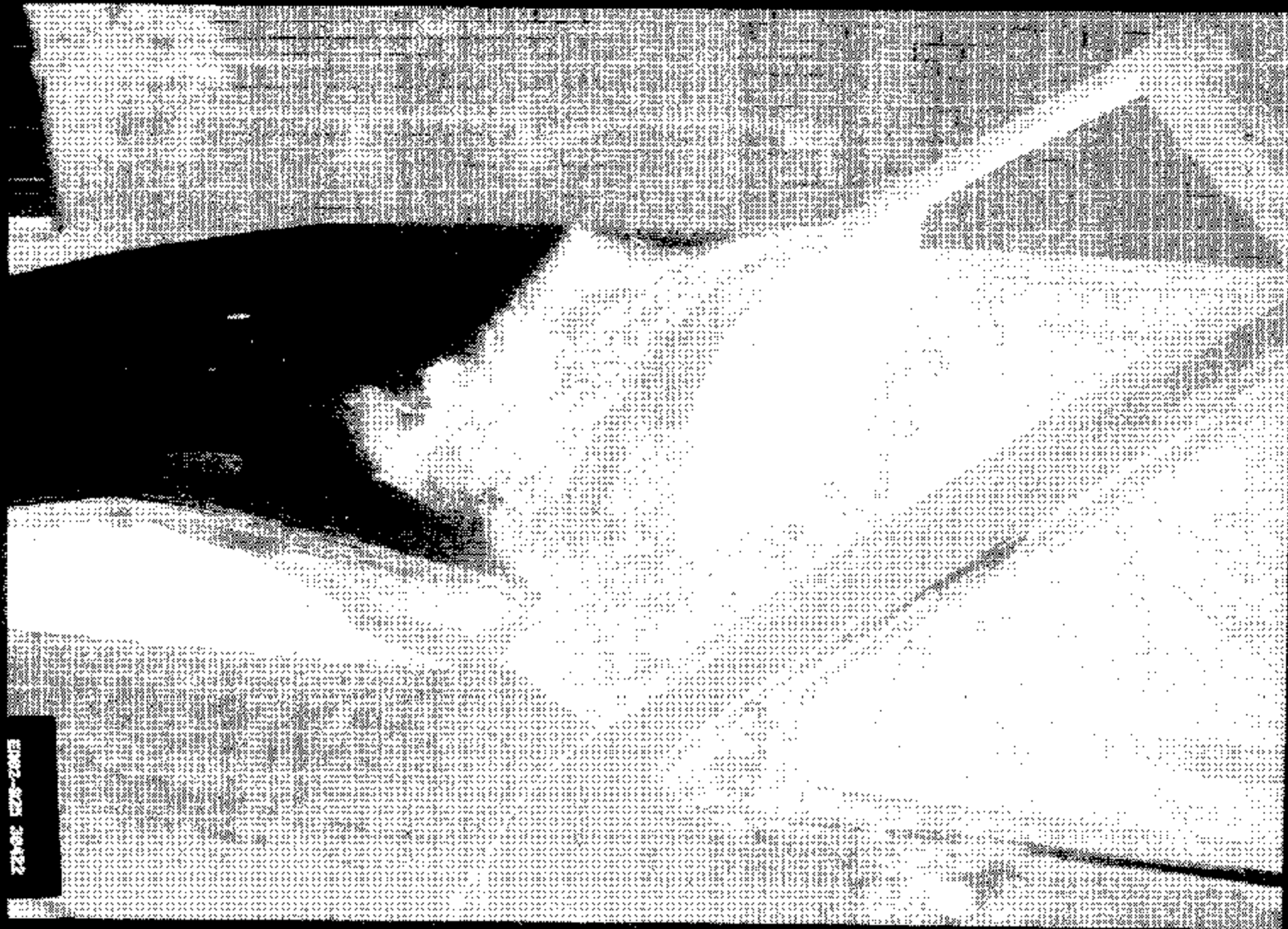
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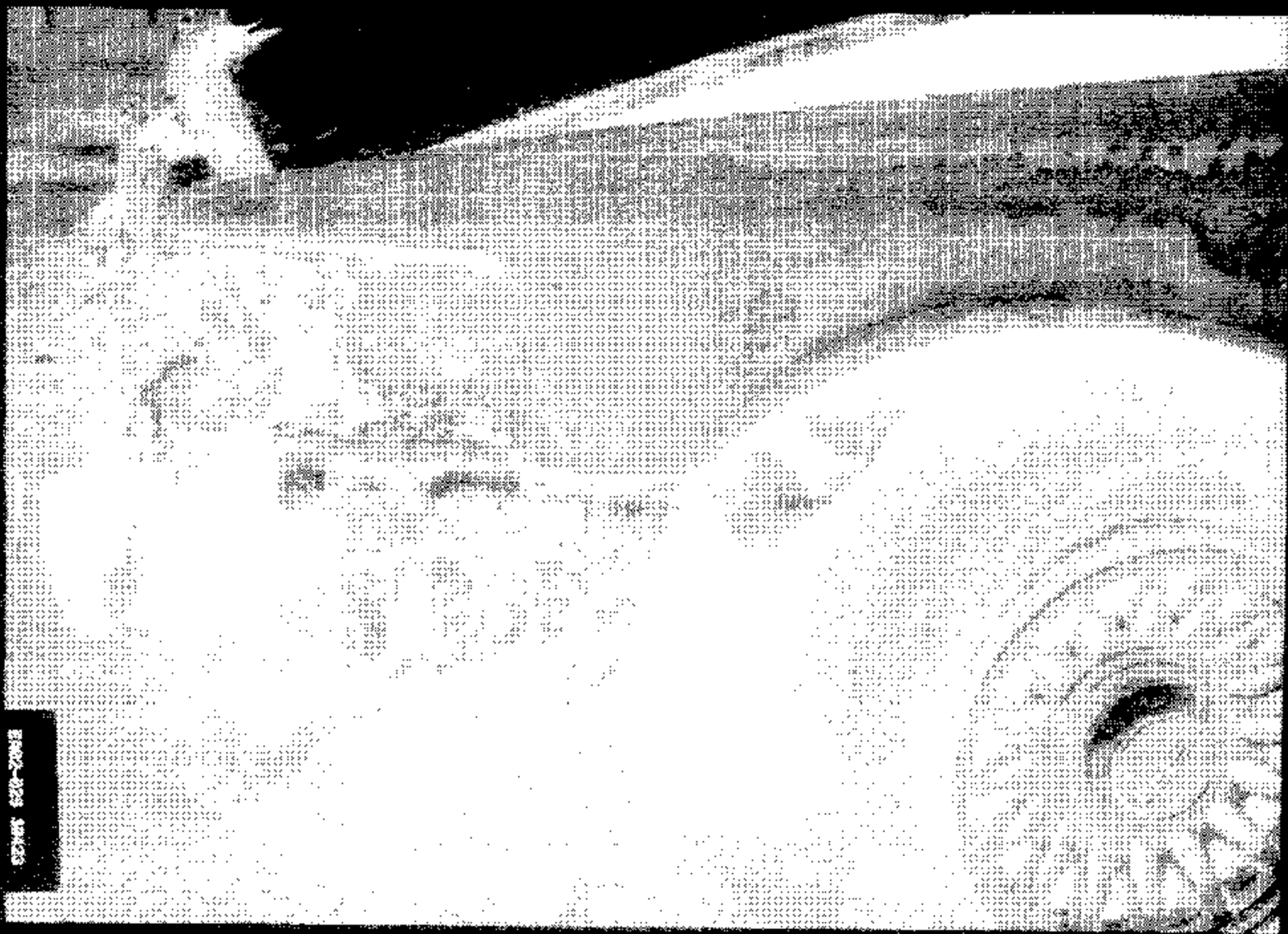


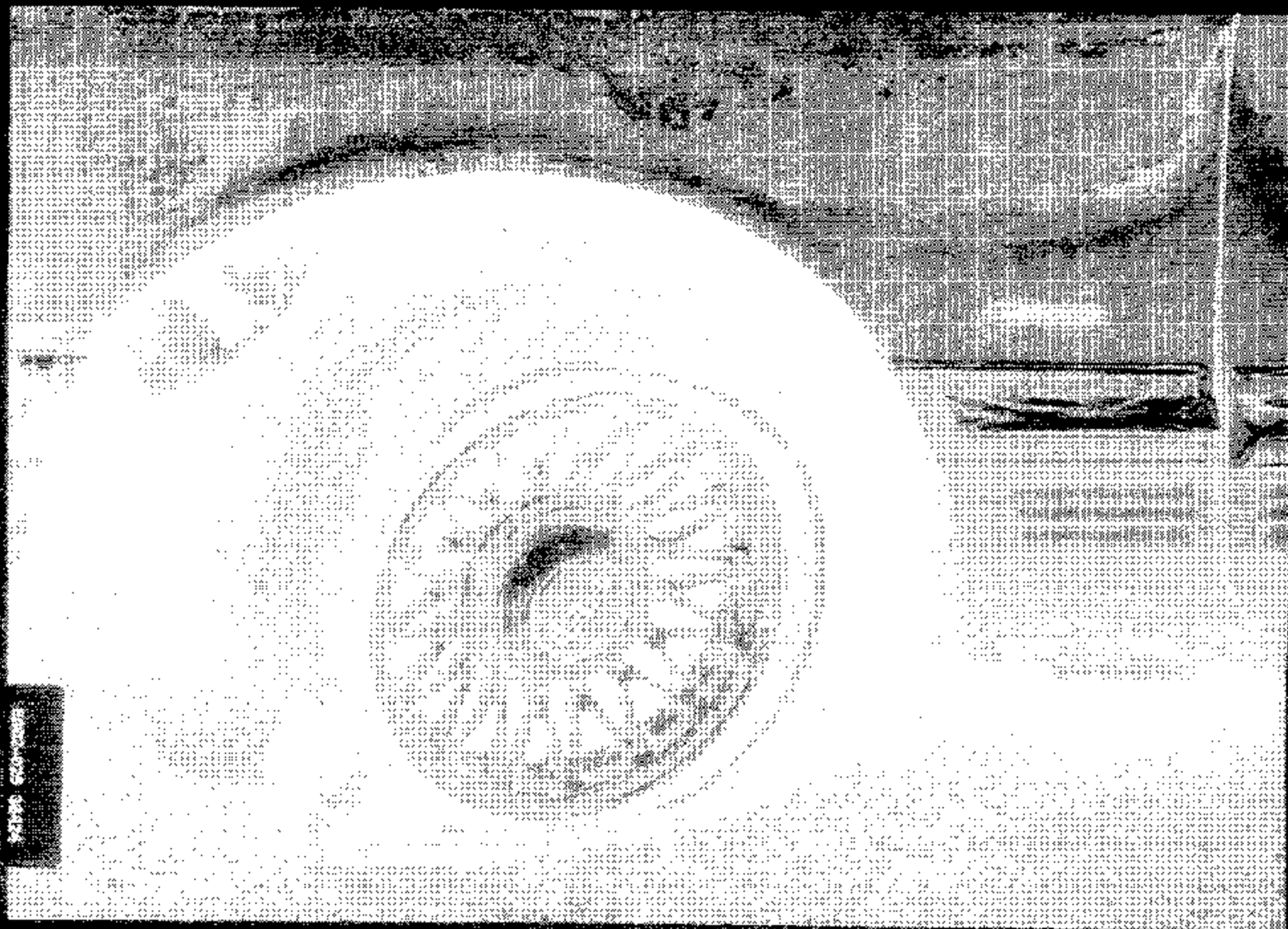
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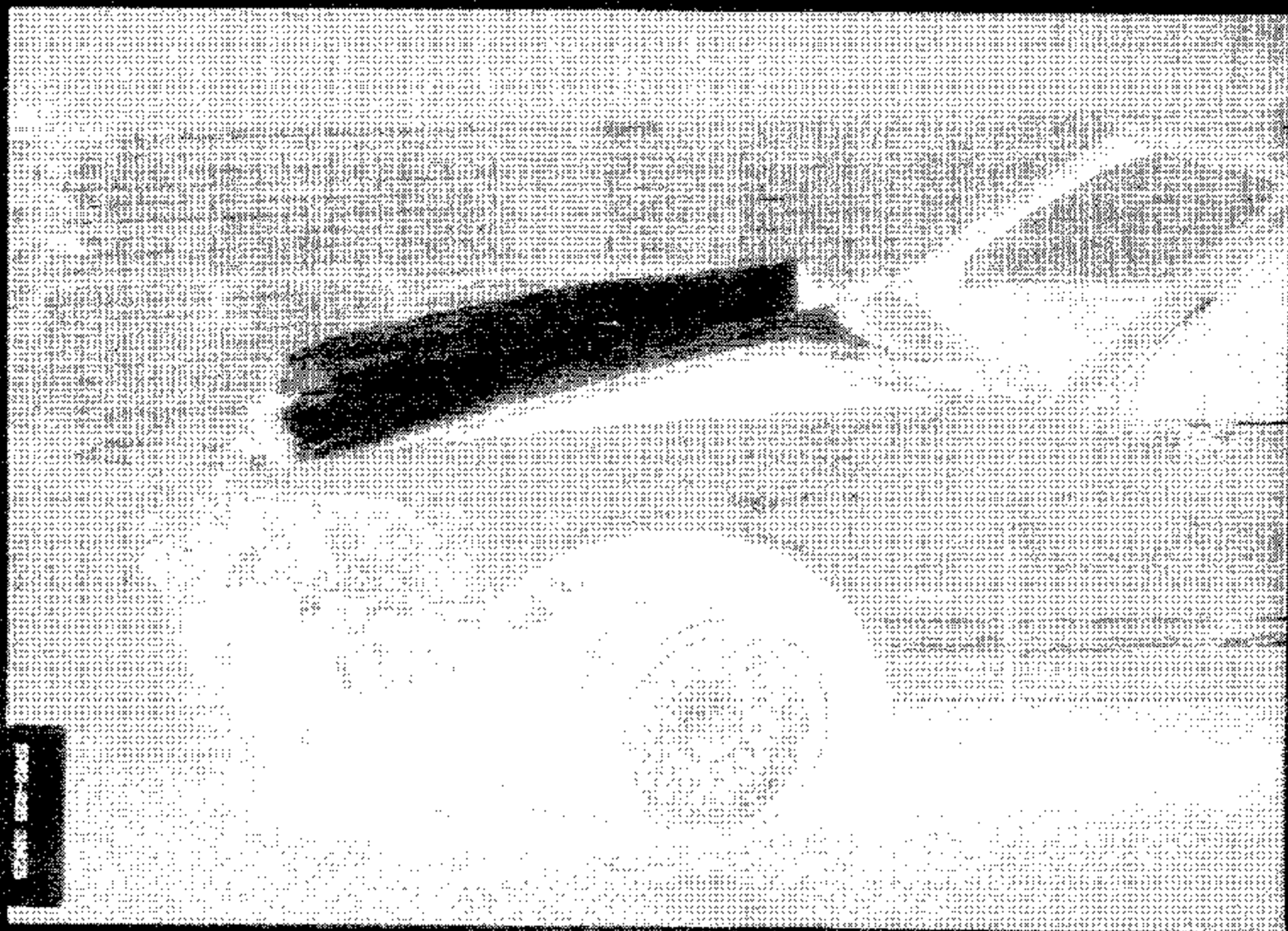


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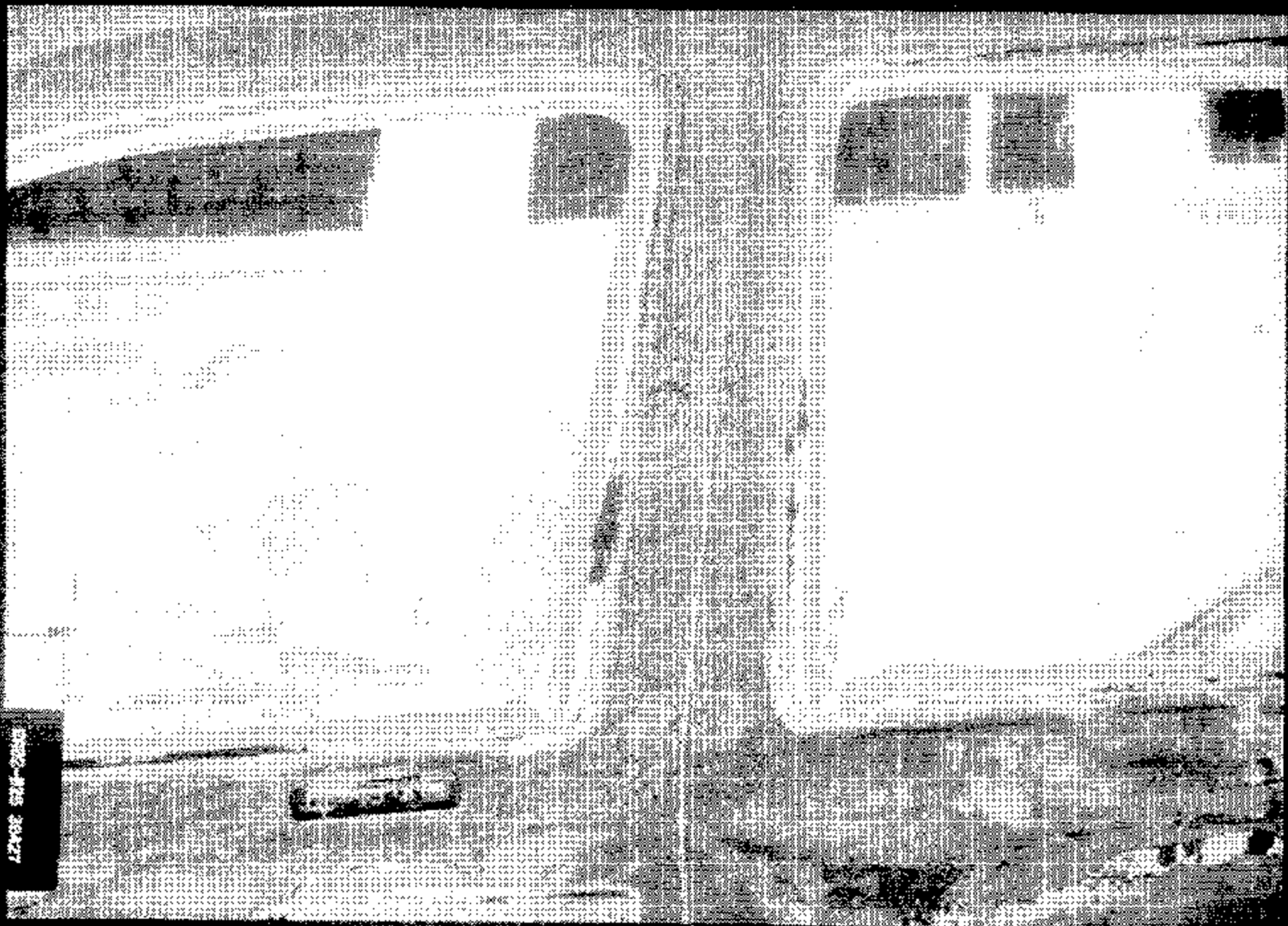
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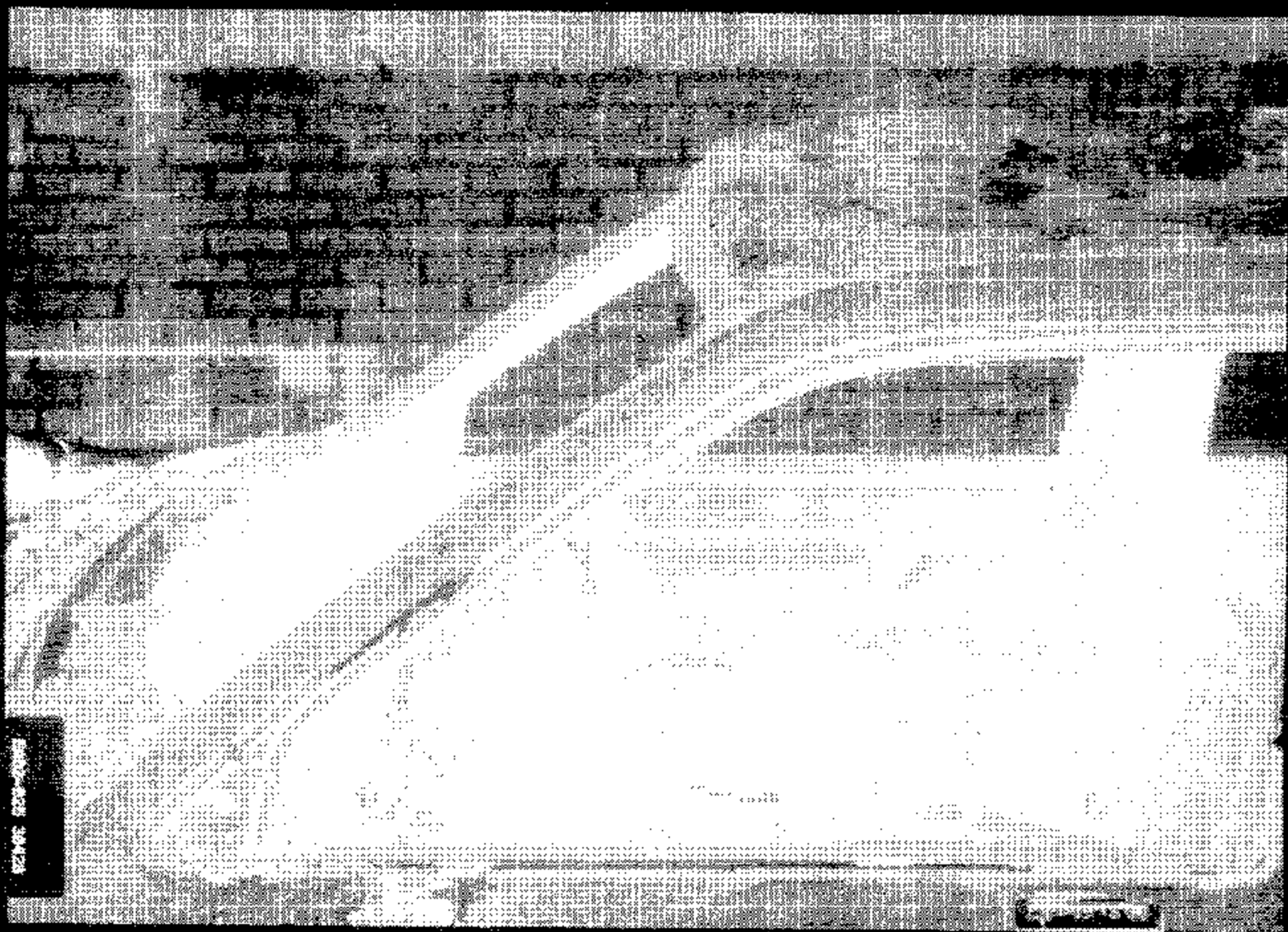




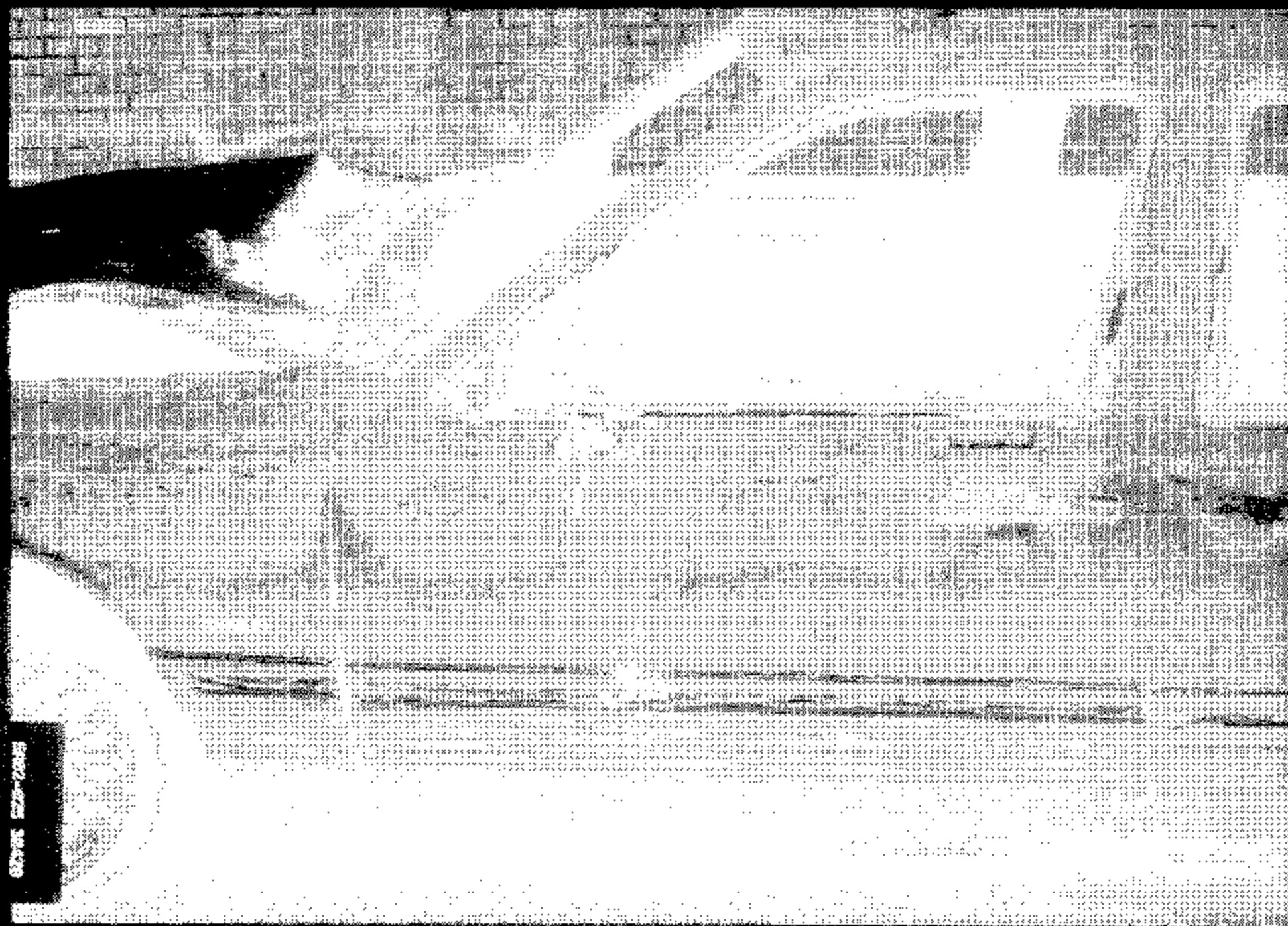
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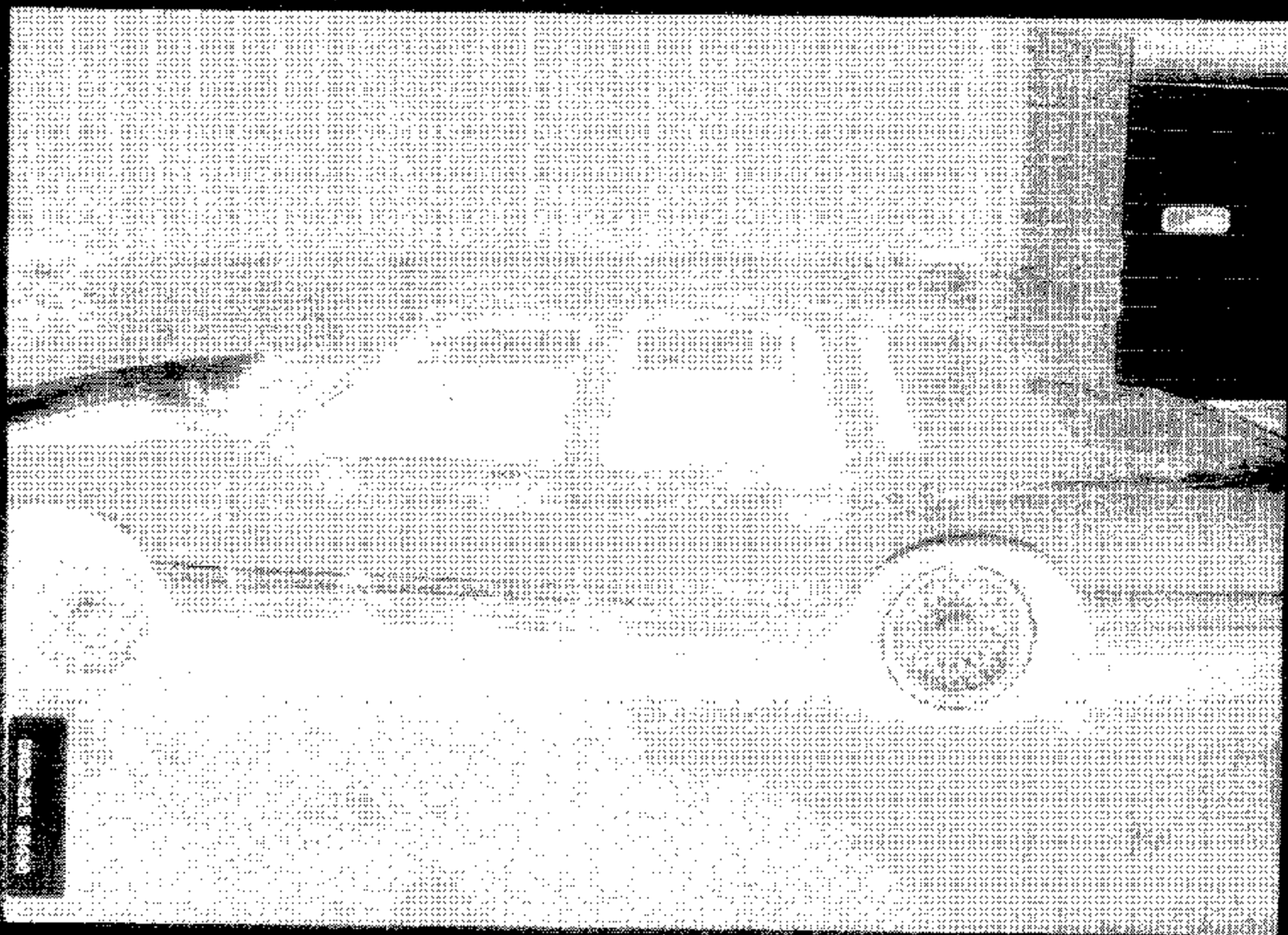


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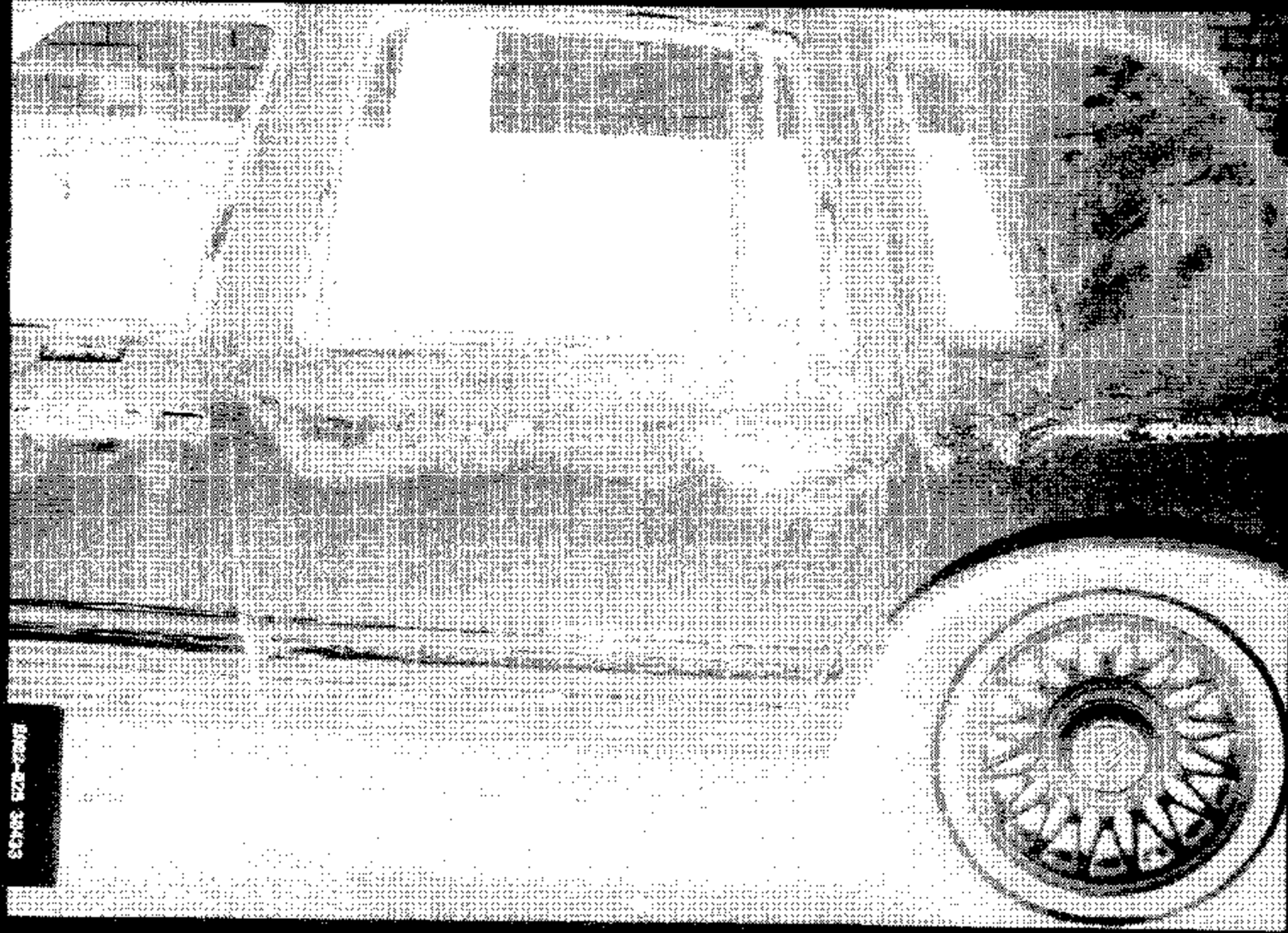
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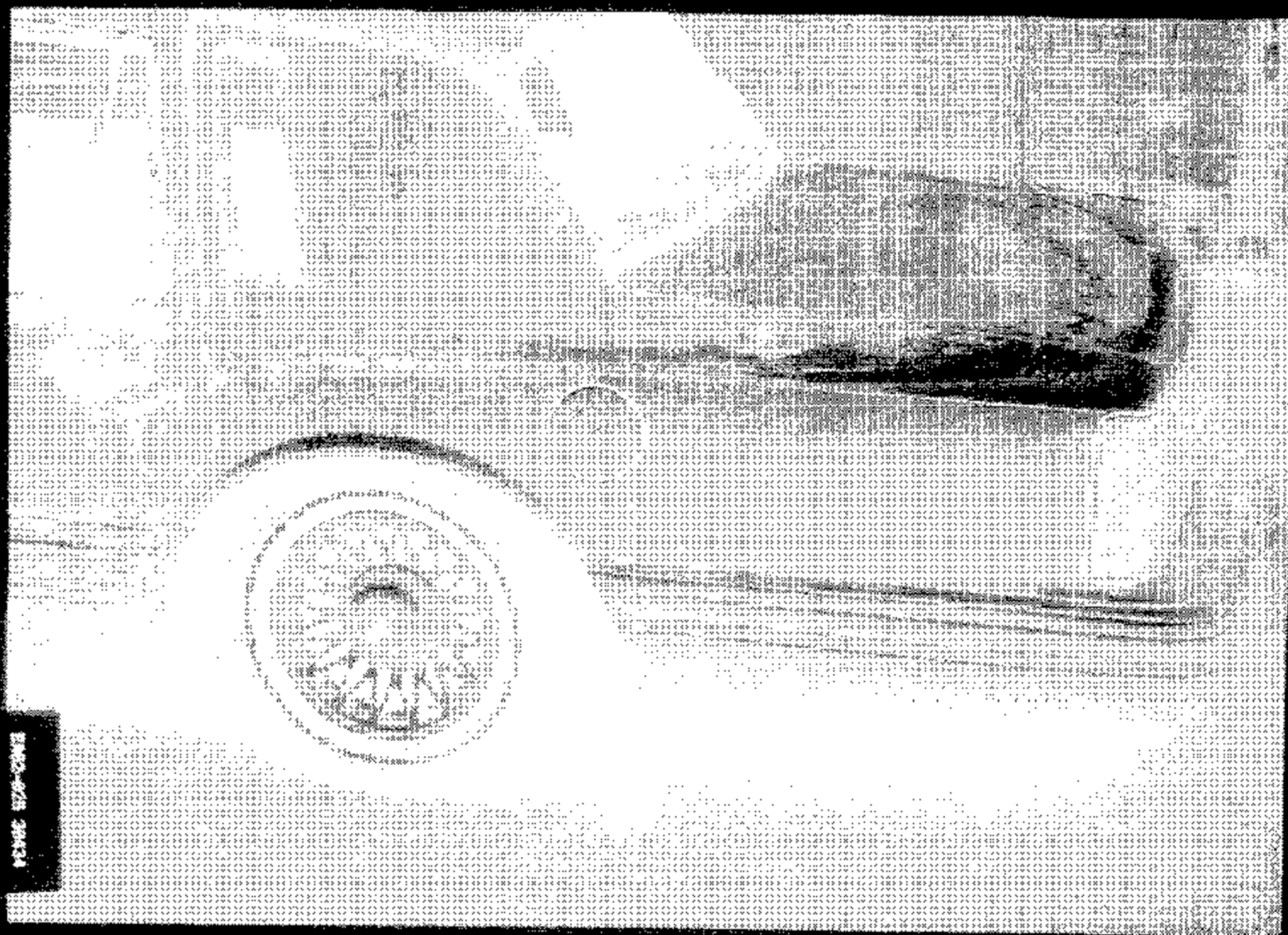


FORM 470 20431

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SCOT 028-0001



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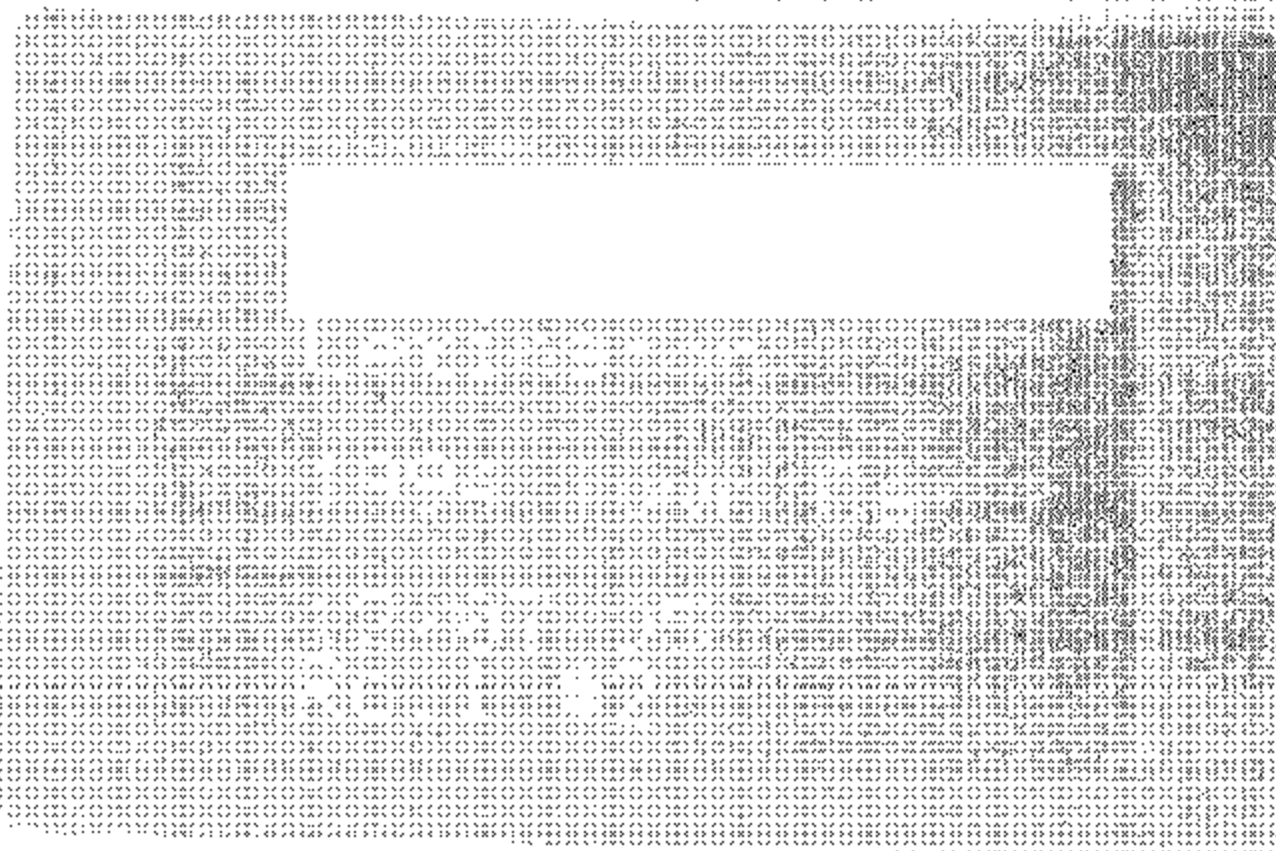
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CASE

MARK



202-25 3417

END

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

Plaintiff,

v.

Ford Motor Company and
George Ballentine Ford,
Lincoln, Mercury, Inc.,

Defendants.

COURT OF COMMON PLEAS

CIVIL ACTION NO. 98-CP-24-762
1998 DEC 12 PM 4:19

COMPLAINT

Filed Court of Common Pleas
Fourth Judicial Circuit
Greenwood, South Carolina

Plaintiff, [REDACTED] complaining of the
defendants Ford Motor Company and George Ballentine Ford, Lincoln,
Mercury, Inc. will show the Court that:

1. The plaintiff [REDACTED] is a widow over the
age of 70 who resides of [REDACTED] City of Greenwood,
Greenwood County, South Carolina and is subject to the jurisdiction
of this Court.

2. Upon information and belief, the defendant Ford
Motor Company (hereinafter "Ford") is a corporation organized and
existing pursuant to the laws of a state other than South Carolina,
which does business in South Carolina with its principle place of
business located in Detroit, Michigan. The defendant Ford Motor
Company at all times relevant hereto was and is engaged in, among
other things, the business of manufacturing motor vehicles for sale
throughout the United States of America.

3. Upon information and belief, the defendant George
Ballentine Ford, Lincoln, Mercury, Inc. (hereinafter "The Dealer")
is a corporation organized and existing pursuant to the laws of the
state of South Carolina, qualified and in good standing to do

business in the state of South Carolina with its principle place of business located in the City of Greenwood, Greenwood County, South Carolina. At all times relevant hereto The Dealer was and is engaged in, among other things, the business of selling and servicing motor vehicles manufactured by the defendant Ford.

4. On March 23, 1994, [REDACTED] purchased a new 1994 Lincoln Town Car, serial number: 1LNLM81W1RY649951 (hereinafter "The Town Car") from the defendant The Dealer for a certain sum.

5. The Town Car was manufactured by the defendant Ford.

6. On April 7, 1995, approximately one year after it was purchased, [REDACTED] was driving the Town Car to her home at [REDACTED] after having taken a cousin home from work.

7. While driving the Town Car home, [REDACTED] began to smell smoke, and eventually saw smoke coming into the vehicle in the area of the floor on its passenger side.

8. [REDACTED] drove the car up her driveway and into her garage with the intention to immediately call the defendant Dealer to advise it to come inspect the Town Car because of the smoke it was generating.

9. Upon parking the vehicle, [REDACTED] jumped out of it, stumbled, turned around and saw fire coming up through the area of the floor under the dash board.

10. [REDACTED] picked herself up, entered her home and immediately called 911. While on the phone, she saw the fire progressing from the Town Car onto the front porch in her garage.

She immediately exited the home and waited for the local fire department to arrive. By the time the fire department arrived, the home was fully involved and the fire department was unable to save it.

11. The fire which began in the Town Car, progressed and ultimately destroyed not only the Town Car, but also [REDACTED] home and contents at [REDACTED] in Greenwood, South Carolina.

12. The injuries and damages sustained by the plaintiff were caused by a defect in the engine of the Town Car.

13. As a result, [REDACTED] suffered, and will in the future suffer from:

- a. pain;
- b. mental anguish;
- c. emotional distress; and in addition the
- d. damages to the vehicle, her home, and possessions.

FOR A FIRST CAUSE OF ACTION

14. Plaintiff realleges and incorporates herein the allegations of the preceding paragraphs of the Complaint as if fully set forth herein.

15. By designing, manufacturing and placing the Town Car into the stream of commerce, Ford had a duty to the public, including the plaintiff, to design, manufacture, and assemble the Town Car in a professional, competent, skillful, and non-negligent manner to ensure the Town Car would be free from defects and safe and fit for its intended use.

16. Defendant Ford was negligent, grossly negligent, careless, and reckless in the following particulars:

- a. in failing to properly manufacture the Town Car;
- b. in failing to properly design the Town Car;
- c. in failing to properly use due care to inspect or test the Town Car for defects;
- d. in failing to use proper materials in the manufacture of the Town Car;
- e. in placing into the stream of commerce a defective Town Car for sale to the public, including to Pearlana Smith;
- f. in failing to warn users of the Town Car of the risk of serious injury from the use of the vehicle;
- g. in failing to warn Town Car users of the serious hazards associated with the use of the vehicle;
- h. in otherwise failing to use the degree of skill, care, caution and prudence reasonably expected of a manufacturer in similar circumstances to ensure the heating unit would be free of defects and safe for its intended use; and
- i. in such other particulars as the evidence at trial may show.

17. Plaintiff did not have knowledge or notice of the negligent acts and omissions of Ford until the fire occurred on April 7, 1995.

18. The injuries and damages suffered by [REDACTED] were directly and proximately caused by the above negligent, grossly negligent, careless, and reckless acts of the defendant.

FOR A SECOND CAUSE OF ACTION

19. Plaintiff realleges and incorporates herein the

allegations of the proceeding paragraphs of the Complaint as if fully set forth herein.

20. The Town Car was defective when it left the defendant Ford's control in that it was not reasonably safe for reasonably foreseeable uses since the Town Car erupted in flames while [REDACTED] was driving the Town Car in an intended manner.

21. The defendant Ford placed this defective and unreasonable dangerous Town Car into the stream of commerce, expecting it to reach users and consumers without substantial change in its condition, and said Town Car did reach [REDACTED] in substantially the same condition as when originally sold by Ford.

22. The injuries and damages suffered by [REDACTED] were directly and proximately caused by the defective and unreasonably dangerous condition of the Town Car manufactured by the defendant Ford.

FOR A TRIED CAUSE OF ACTION

23. Plaintiff realleges and incorporates herein the allegations of the proceeding paragraphs of the Complaint as if fully set forth herein.

24. At one time or various times, the defendants expressly represented warranties that the Town Car was safe for use, fit for the purpose intended, and of merchantable quality.

25. By a virtue of the defendants' manufacture and sale of the Town Car for use by an ultimate consumer, the defendants

warranted to [REDACTED] that the Town Car was merchantable and fit for the purpose intended.

26. These express and implied warranties became part of the basis of the bargain and were relied upon.

27. In truth, the express representations that the Town Car was safe, of merchantable quality, and fit for the purpose intended were false.

28. In truth, said Town Car was in fact, not merchantable, nor fit for its intended purpose.

29. As a direct and proximate result of the defendants breach of its expressed and implied warranties of merchantability and fitness for intended use, [REDACTED] suffered injuries and damages as set out above.

FOR A FOURTH CAUSE OF ACTION

30. Plaintiff realleges and incorporates herein the allegations of the proceeding paragraphs of the Complaint as if fully set forth herein.

31. From the date of purchase of the Town Car until it caught on fire, the plaintiff had the Town Car serviced solely by the Dealer.

32. In fact, on several occasions prior to the fire, the defendant serviced and inspected the Town Car.

33. No other entities other than the Dealer ever inspected or serviced the Town Car while it was owned by the plaintiff.

34. By servicing and inspecting the Town Car, and by

selling the Town Car and placing it into the stream of commerce, the Dealer had a duty to the public, including the plaintiff, to inspect and service the Town Car in a professional, competent, and skillful and non-negligent manner to ensure that the Town Car was free from defects and safe and fit for its intended use.

35. Upon information and belief, the Dealer breached its duty of care owed to the plaintiff in the following particulars:

- a. in selling the Town Car and placing it into the stream of commerce without adequately inspecting it for defects;
- b. in failing to properly service the Town Car;
- c. while servicing and inspecting the Town Car, in failing to detect the defective condition of the Town Car;
- d. in failing to warn the plaintiff of the dangers associated with driving the vehicle in its defective condition;
- e. in otherwise failing to use the degree of skill, care, caution, and prudence reasonably expected of a dealer in similar circumstances to ensure the Town Car would be free of defects and safe for its intended use; and
- f. in such other particulars as the evidence at trial may show.

36. Plaintiff did not have knowledge or notice of the negligent acts and omissions of the Dealer until the fire occurred on April 7, 1995.

37. The injuries and damages suffered by [REDACTED] were directly and proximately caused by the above negligent, grossly negligent, careless, and reckless acts of the defendant.

WHEREFORE, plaintiff, [REDACTED] prays for judgment against the defendants in this matter and a sum sufficient

to adequately compensate her for her damages, for punitive damages,
for the costs of this action, and for such other and further relief
as the Court may deem just and proper.

Respectfully submitted,

COHEN AND O'CONNOR

By: Peter F. Ammer, Jr.

Peter F. Ammer, Jr.
Post Office Box 7958
Columbia, SC 29202
(803) 799-3900

Attorneys for Plaintiff [REDACTED]

Columbia, South Carolina

Dec 11, 1995

GREENWOOD FIRE DEPARTMENT

INCIDENT NO. 0001443		STATION 1		SHIFT C		MO 01 DAY 01 YEAR 1994		DAY OF WEEK THURSDAY		100' THERMIST	
METHOD OF ALARM ALARM		REPORTED BY R.C.		WEATHER CLEAR 63°F		ALARM TIME 11:13 PM		ARRIVAL TIME 11:14 PM		BACK IN SER 11:15 PM	
LOCATION [REDACTED]		CONTRACT NO. [REDACTED]		DESCRIPTION OF PROPERTY 602-1000 S.E. [REDACTED]		AND PROPERTY USE RETAIL STORE		OWNER [REDACTED]		CONTACT [REDACTED]	
VALUE OF BUILDING		INSURANCE		AGENCY ALL STATE INSURANCE		POLICY NO. 223-724		DATE OF POLICY 01/01/94		LOSS [REDACTED]	
VALUE OF CONTENTS		INSURANCE		AGENCY ALL STATE INSURANCE		POLICY NO. 223-724		DATE OF POLICY 01/01/94		LOSS [REDACTED]	
EQUIPMENT INVOLVED		YEAR		MODEL		SERIAL NO.		DOOR NO. 30		SERIAL NO.	
DETECTOR PERFORMANCE None Present		SPRINKLER PERFORMANCE		RESPONDING PUMP 2		LADDER		OTHER 2			
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May 72 By Pass P.O. Box 219
Greenville, SC 29645
Phone: 252-4381
Fax: 252-4381 Service 252-4381 Body 252-4381



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**GEORGE BALLENTINE
FORD, LINCOLN, MERCURY, INC.**

INVOICE

 Hwy 72 By Post P.O. Box 319
 Greenwood, SC 29649
 Phone: Sales & Office (803) 223-4381
 Parts (803) 223-0444 Service (803) 213-0600
 Telex (803) 223-0600

PAGE 1

HOME:

BUS:

SERVICE ADVISOR: 4054 KTM WEST

TAN	94	LINCOLN TOWN CAR	1L1NMB1W1RY649951	19903/19903
01JAN94			40.00	CASH
				07OCT94

OPTIONS:

15:19 07OCT94 15:35 07OCT94

LINE	ORCODE	TECH	TYPE	EXES	LIST	NET	TOTAL
SCI SOUTH CAROLINA INSPECTI							

1 STICKER

0.50

0.50

0.50

GEORGE BALLENTINE

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The only warranties applying to this period are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this parts and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.

I hereby authorize the above repair work to be done along with the necessary maintenance, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express warranty's fee is hereby acknowledged on above car, truck or vehicle to secure the amount of repair charges.

AUTHORIZED BY

SERVED BY

LABOR AMOUNT	2.50
PARTS AMOUNT	0.50
GAR. OIL, LUBE	0.00
WASHER AMOUNT	0.00
WASH. CHARGES	0.00
TOTAL CHARGES	3.00
LESS INSURANCE	0.00
SALES TAX	0.03
PLEASE PAY THIS AMOUNT	

FILE COPY

FBI-625 30452

10954

3865

GEORGE BALLENTINE
FORD, LINCOLN, MERCURY, INC.

INVOICE

 Hwy 72 By Post P.O. Box 218
 Greenwood, SC 29648
 Phone: Sales & Office (803) 223-6381
 Parts (803) 223-6844 Service (803) 223-6855
 Telex (903) 223-8088

PAGE 1

HOME:

BUS:

SERVICE ADVISOR: 8161 STEVE NICHOLS

TAX	94	LINCOLN TOWN CAR	1LNLM81W1RY549951	23841/23841
01JAN94			40.00	CASH
			21NOV94	

OPTIONS:

17:01 16NOV94 14:48 21NOV94

LINE OPCODE TECH TYPE HOURS

LIFT

NET

TOTAL

00 NO CHARGE

0010

The only warranties applying to this service are those which may be obtained by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither this dealer nor its employees nor other person is responsible for any liability in connection with the sale of this goods and/or services. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or punitive, or any other incidental damages. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other causes beyond our control.

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you under your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto.

AUTHORIZED BY

RECEIVED BY

X

X

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
GUEST AMOUNT	0.00
TRUCK CHARGE	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	

FILE COPY

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10954

4703

**GEORGE BALLENTINE
FORD, LINCOLN, MERCURY, INC**

 Hwy 22 Dr. East P.O. Box 218
 Galloway, NJ 08045
 Phone: Sales & Office (609) 222-0861
 Parts (609) 222-0864 Service (609) 222-0868
 Telex (609) 222-0868

ACCOUNTING

PAGE 1

HOME:

BUS:

SERVICE ADVISOR: 8161 STEVE NICHOLS

TAX	94	LINCOLN TOWN CAR	17W1821W1RY649951	25337/25337	71697
01JAN94				40.00 CASH	07DEC94

OPTIONS:

08:10 07DEC94 08:34 07DEC94

LINE	QTY	UNIT	TYPE	A/MS	S/MS	COST	SALE	COMP	LAST	FIRST	TOTAL
CAUSE: REPLACE VISCOR BROKE OFF AND HAD TO REPLACE											
5550	WF94	0.00	0.20	260	763					7.63	7.63
ASY-W/11111	NIR			5850	7911	0	97.87		79.11		79.11

PARTS: F4VY*5404-05*PAV

CLAIM TYPE:

5550

260

763 TRACER

*** WARRANTY CLAIM #1056 LINE(S):A

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
11400	8674	*****	4703				

COST, SALE, & COMP TOTALS

6120

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The only warranties applying to this purchase are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor endorses any other person's claim for any liability in connection with the sale of this parts under service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.

Only authorize the above work to be done along with the necessary material, and hereby grant and/or your employees permission to operate the car, truck, or vehicle herein described on streets, highways or elsewhere for the purpose of testing under inspection. An express mechanic's lien is hereby acknowledged on above car, truck, or vehicle to secure the amount of repairs thereto.

LARGE AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUMMIT AMOUNT	0.00
WASH, CHARGE	0.00
TOTAL CHARGES	0.00
LINE'S BALANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	

ACCOUNTING COPY

PAGE 884

8002-625 30454

PAGE 1
GEORGE BALLENTINE
FORD, LINCOLN, MERCURY, INC.
 Hwy 78 By Pass, P.O. Box 219
 Georgetown, SC 29542
 Phone: Sales & Office (803) 223-4381
 Parts (803) 223-4344
 Service (803) 223-4343
 Fax: (803) 223-4342

SERVICE ADVISOR: GREG ADAMS

27FEB95	27FEB95		1LINLMS1WIRY649951	10954	T755		27FEB95	8315
08:52	09:27	94 LINCOLN TOWN CAR			40.00	01JAN94	7144	7998
31836	31836							
** 7500 MILE INTERVAL SERVICE (MOTOR)								
		7637 CFF	1.00	30.00	30.00	1500	3000	
		ENG. OIL	10.15	8.10	5.10	377	510	0
3 RADIO PICKS UP TOO MANY STATIONS								
		7637 CFF	0.00	0.00	0.00	0	0	
SHOP SUPPLIES & ENVIRONMENTAL HANDLING								
					0.90	0.45	0.90	
2523 4225 0								
** INVOICE **			2523 4225 0					
57000	3000	1500	LABOR AMOUNT 30.00					
84300	1133	377	PARTS AMOUNT 11.33					
77700	90	45	OIL, LUB 0.00					
21500	57	0	WASH AMOUNT 0.00					
10100	4282	*****	MISC. CHARGES 0.90					
			TOTAL CHARGES 42.25					
			LESS PAYMENT 0.00					
			SALES TAX 0.57					
			PLEASE PAY THIS AMOUNT					
			CLOSED					

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

COURT OF COMMON PLEAS

CIVIL ACTION NO.: 95-CP-24-702

jury trial

[REDACTED]
Plaintiff,

v.

Ford Motor Company and
George Ballentine Ford,
Lincoln, Mercury, Inc.,

Defendants.

COMPLAINT

Filed Court of Common Pleas

Eighth Judicial Circuit

Greenwood, South Carolina

Plaintiff, [REDACTED] complaining of the
defendants Ford Motor Company and George Ballentine Ford, Lincoln,
Mercury, Inc. will show the Court that:

1. The plaintiff [REDACTED] is a widow over the
age of 70 who resides of [REDACTED] City of Greenwood,
Greenwood County, South Carolina and is subject to the jurisdiction
of this Court.

2. Upon information and belief, the defendant Ford
Motor Company (hereinafter "Ford") is a corporation organized and
existing pursuant to the laws of a state other than South Carolina,
which does business in South Carolina with its principle place of
business located in Detroit, Michigan. The defendant Ford Motor
Company at all times relevant hereto was and is engaged in, among
other things, the business of manufacturing motor vehicles for sale
throughout the United States of America.

3. Upon information and belief, the defendant George
Ballentine Ford, Lincoln, Mercury, Inc. (hereinafter "The Dealer")
is a corporation organized and existing pursuant to the laws of the
state of South Carolina, qualified and in good standing to do

business in the state of South Carolina with its principle place of business located in the City of Greenwood, Greenwood County, South Carolina. At all times relevant hereto The Dealer was and is engaged in, among other things, the business of selling and servicing motor vehicles manufactured by the defendant Ford.

4. On March 23, 1994, [REDACTED] purchased a new 1994 Lincoln Town Car, serial number: 1LNLM81W1RY649951 (hereinafter "The Town Car") from the defendant The Dealer for a certain sum.

5. The Town Car was manufactured by the defendant Ford.

6. On April 7, 1995, approximately one year after it was purchased, [REDACTED] was driving the Town Car to her home at [REDACTED] after having taken a cousin home from work.

7. While driving the Town Car home, [REDACTED] began to smell smoke, and eventually saw smoke coming into the vehicle in the area of the floor on its passenger side.

8. [REDACTED] drove the car up her driveway and into her garage with the intention to immediately call the defendant Dealer to advise it to come inspect the Town Car because of the smoke it was generating.

9. Upon parking the vehicle, [REDACTED] jumped out of it, stumbled, turned around and saw fire coming up through the area of the floor under the dash board.

10. [REDACTED] picked herself up, entered her home and immediately called 911. While on the phone, she saw the fire progressing from the Town Car onto the front porch in her garage.

She immediately exited the home and waited for the local fire department to arrive. By the time the fire department arrived, the home was fully involved and the fire department was unable to save it.

11. The fire which began in the Town Car, progressed and ultimately destroyed not only the Town Car, but also [REDACTED] home and contents at [REDACTED] in Greenwood, South Carolina.

12. The injuries and damages sustained by the plaintiff were caused by a defect in the engine of the Town Car.

13. As a result, [REDACTED] suffered, and will in the future suffer from:

- a. pain;
- b. mental anguish;
- c. emotional distress; and in addition the
- d. damages to the vehicle, her home, and possessions.

FOR A FIRST CAUSE OF ACTION.

14. Plaintiff realleges and incorporates herein the allegations of the preceding paragraphs of the Complaint as if fully set forth herein.

15. By designing, manufacturing and placing the Town Car into the stream of commerce, Ford had a duty to the public, including the plaintiff, to design, manufacture, and assemble the Town Car in a professional, competent, skillful, and non-negligent manner to ensure the Town Car would be free from defects and safe and fit for its intended use.

16. Defendant Ford was negligent, grossly negligent, careless, and reckless in the following particulars:

- a. in failing to properly manufacturer the Town Car;
- b. in failing to properly design the Town Car;
- c. in failing to properly use due care to inspect or test the Town Car for defects;
- d. in failing to use proper materials in the manufacturer of the Town Car;
- e. in placing into the stream of commerce a defective Town Car for sale to the public, including to [REDACTED];
- f. in failing to warn users of the Town Car of the risk of serious injury from the use of the vehicle;
- g. in failing to warn Town Car users of the serious hazards associated with the use of the vehicle;
- h. in otherwise failing to use the degree of skill, care, caution and prudence reasonably expected of a manufacturer in similar circumstances to ensure the heating unit would be free of defects and safe for its intended use; and
- i. in such other particulars as the evidence at trial may show.

17. Plaintiff did not have knowledge or notice of the negligent acts and omissions of Ford until the fire occurred on April 7, 1995.

18. The injuries and damages suffered by [REDACTED] were directly and proximately caused by the above negligent, grossly negligent, careless, and reckless acts of the defendant.

FOR A SECOND CAUSE OF ACTION

19. Plaintiff realleges and incorporates herein the

allegations of the proceeding paragraphs of the Complaint as if fully set forth herein.

20. The Town Car was defective when it left the defendant Ford's control in that it was not reasonably safe for reasonably foreseeable uses since the Town Car erupted in flames while [REDACTED] was driving the Town Car in an intended manner.

21. The defendant Ford placed this defective and unreasonable dangerous Town Car into the stream of commerce, expecting it to reach users and consumers without substantial change in its condition, and said Town Car did reach [REDACTED] in substantially the same condition as when originally sold by Ford.

22. The injuries and damages suffered by Pearlana Smith were directly and proximately caused by the defective and unreasonably dangerous condition of the Town Car manufactured by the defendant Ford.

FOR A TRIED CAUSE OF ACTION

23. Plaintiff realleges and incorporates herein the allegations of the proceeding paragraphs of the Complaint as if fully set forth herein.

24. At one time or various times, the defendants expressly represented warranties that the Town Car was safe for use, fit for the purpose intended, and of merchantable quality.

25. By a virtue of the defendants' manufacture and sale of the Town Car for use by an ultimate consumer, the defendants

warranted to [REDACTED] that the Town Car was merchantable and fit for the purpose intended.

26. These express and implied warranties became part of the basis of the bargain and were relied upon.

27. In truth, the express representations that the Town Car was safe, of merchantable quality, and fit for the purpose intended were false.

28. In truth, said Town Car was in fact, not merchantable, nor fit for its intended purpose.

29. As a direct and proximate result of the defendants breach of its expressed and implied warranties of merchantability and fitness for intended use, [REDACTED] suffered injuries and damages as set out above.

FOR A FOURTH CAUSE OF ACTION

30. Plaintiff realleges and incorporates herein the allegations of the preceding paragraphs of the Complaint as if fully set forth herein.

31. From the date of purchase of the Town Car until it caught on fire, the plaintiff had the Town Car serviced solely by the Dealer.

32. In fact, on several occasions prior to the fire, the defendant serviced and inspected the Town Car.

33. No other entities other than the Dealer ever inspected or serviced the Town Car while it was owned by the plaintiff.

34. By servicing and inspecting the Town Car, and by

selling the Town Car and placing it into the stream of commerce, the Dealer had a duty to the public, including the plaintiff, to inspect and service the Town Car in a professional, competent, and skillful and non-negligent manner to ensure that the Town Car was free from defects and safe and fit for its intended use.

35. Upon information and belief, the Dealer breached its duty of care owed to the plaintiff in the following particulars:

- a. in selling the Town Car and placing it into the stream of commerce without adequately inspecting it for defects;
- b. in failing to properly service the Town Car;
- c. while servicing and inspecting the Town Car, in failing to detect the defective condition of the Town Car;
- d. in failing to warn the plaintiff of the dangers associated with driving the vehicle in its defective condition;
- e. in otherwise failing to use the degree of skill, care, caution, and prudence reasonably expected of a dealer in similar circumstances to ensure the Town Car would be free of defects and safe for its intended use; and
- f. in such other particulars as the evidence at trial may show.

36. Plaintiff did not have knowledge or notice of the negligent acts and omissions of the Dealer until the fire occurred on April 7, 1995.

37. The injuries and damages suffered by [REDACTED] were directly and proximately caused by the above negligent, grossly negligent, careless, and reckless acts of the defendant.

WHEREFORE, plaintiff, [REDACTED] prays for judgment against the defendants in this matter and a sum sufficient

to adequately compensate her for her damages, for punitive damages,
for the costs of this action, and for such other and further relief
as the Court may deem just and proper.

Respectfully submitted,

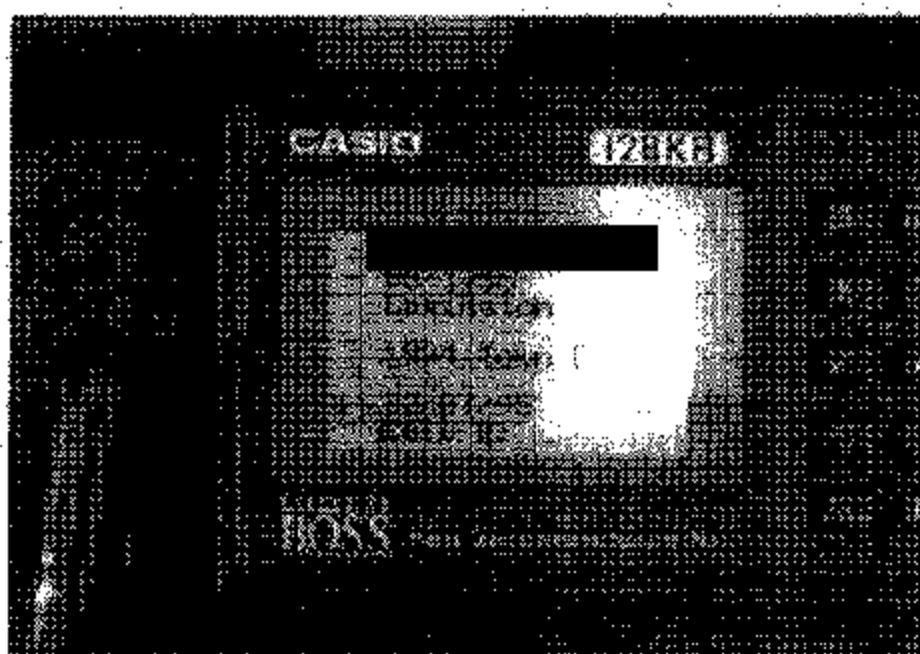
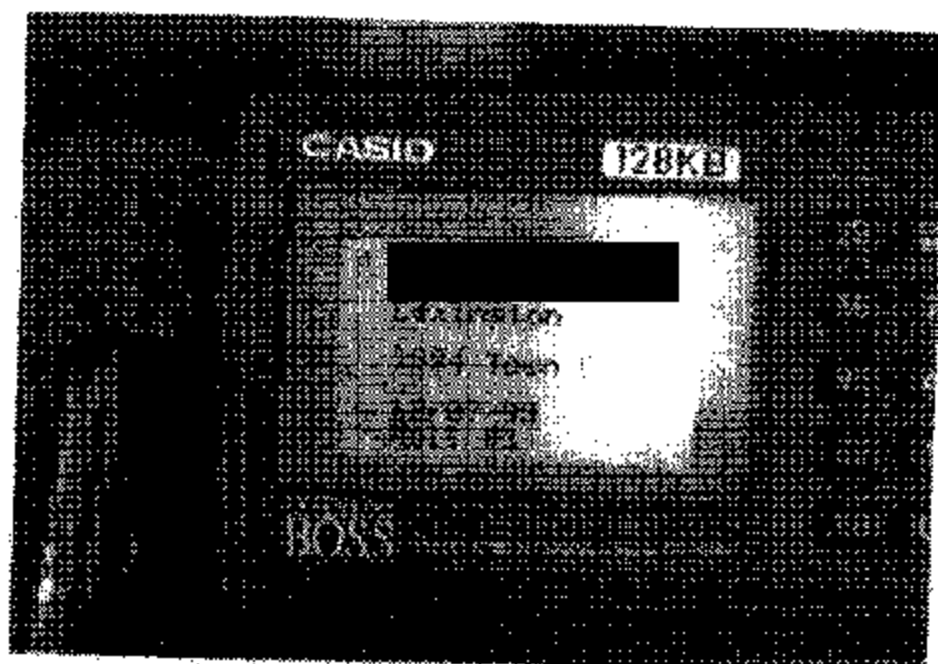
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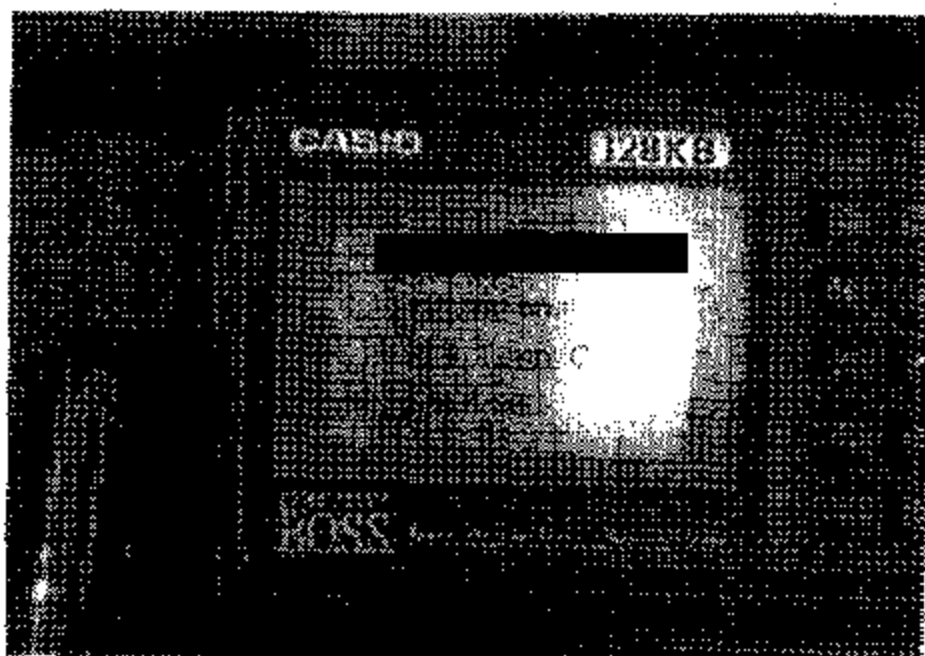
By: Peter F. Asmar, Jr.
Peter F. Asmar, Jr.
Post Office Box 7968
Columbia, SC 29202
(803) 799-3900

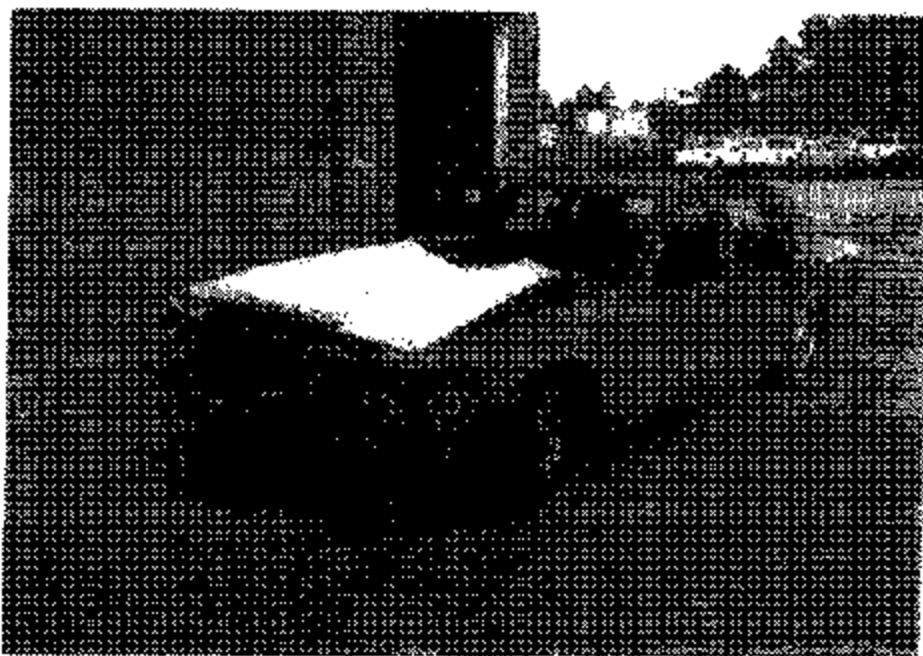
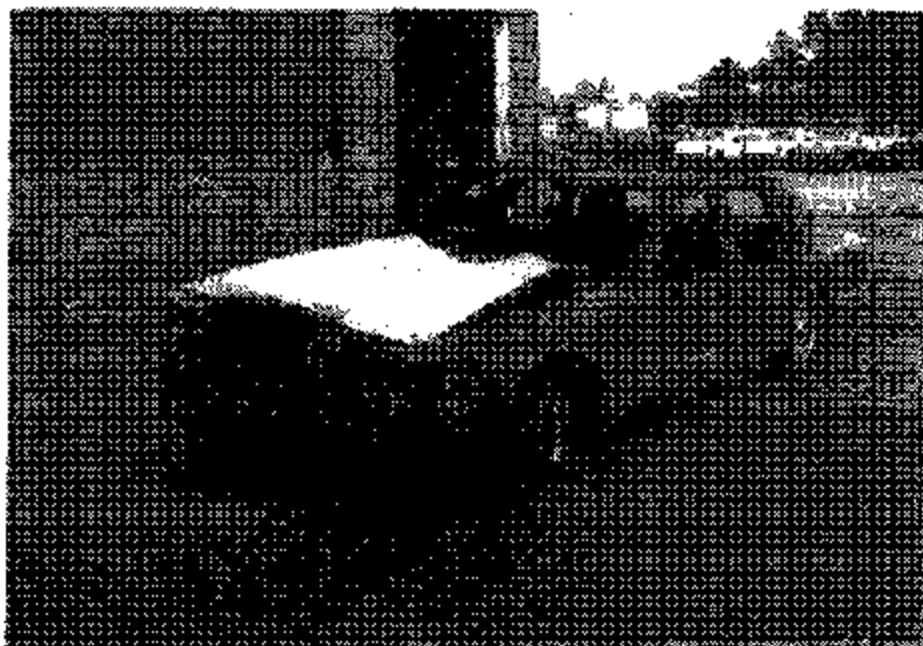
Attorneys for Plaintiff Pearlana W.
Smith.

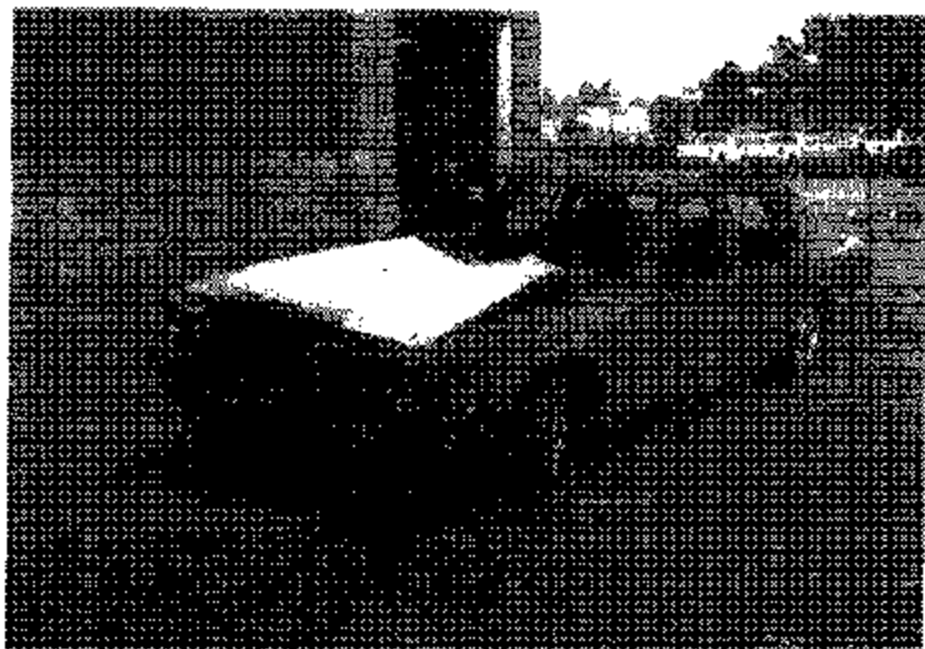
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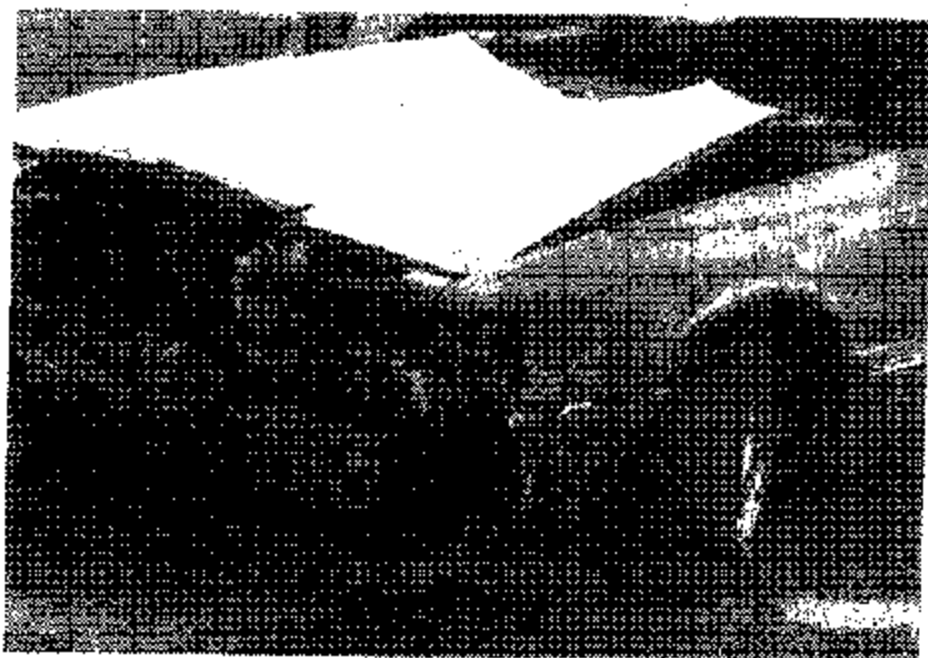
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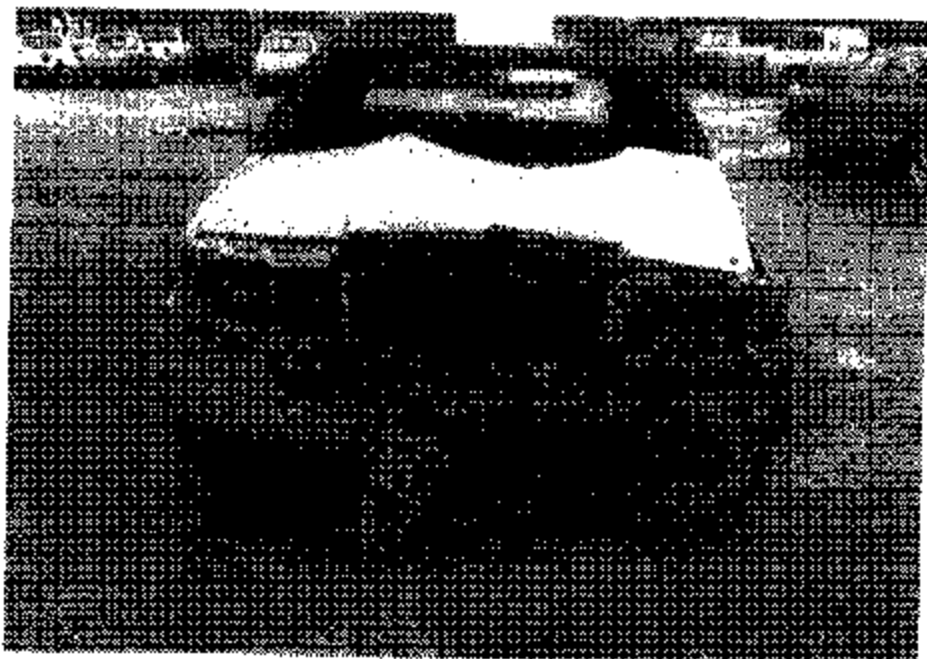
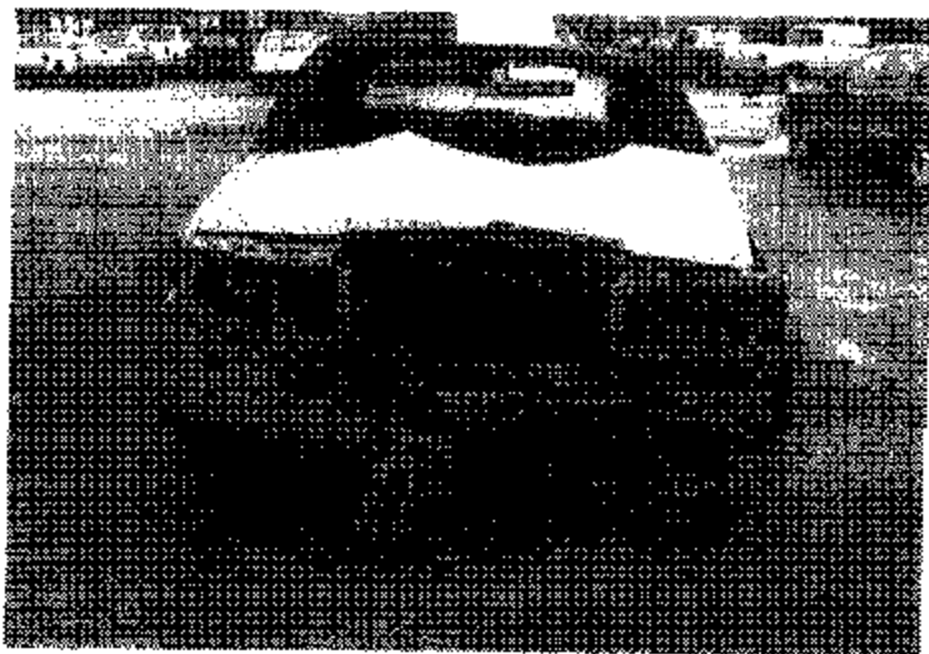


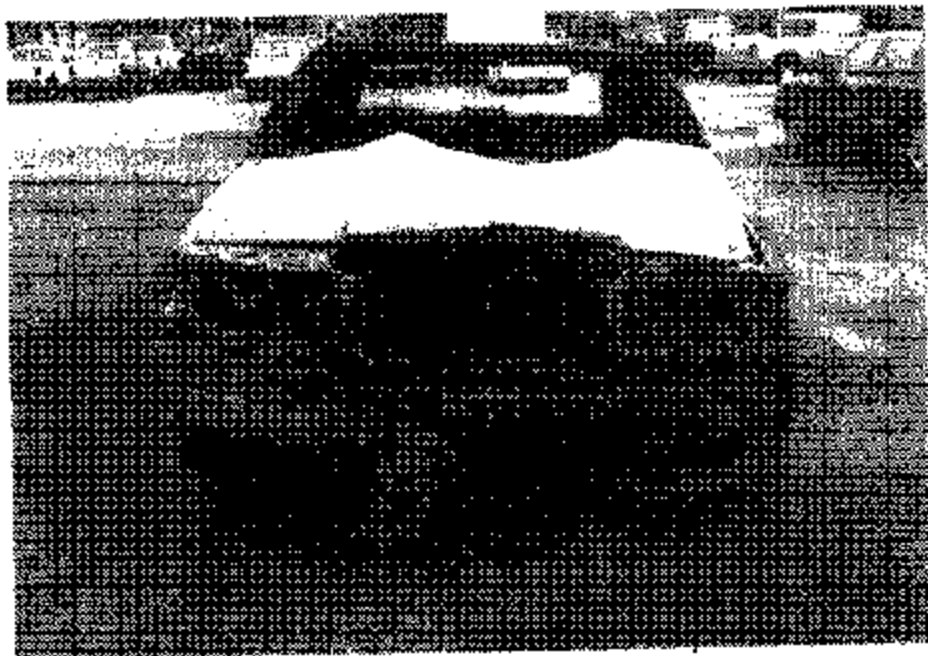


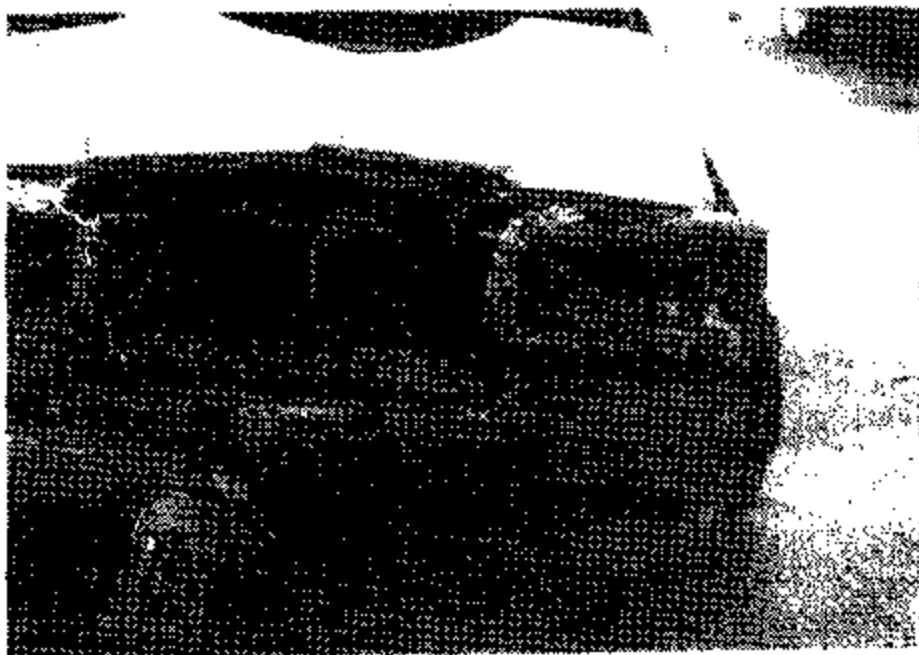


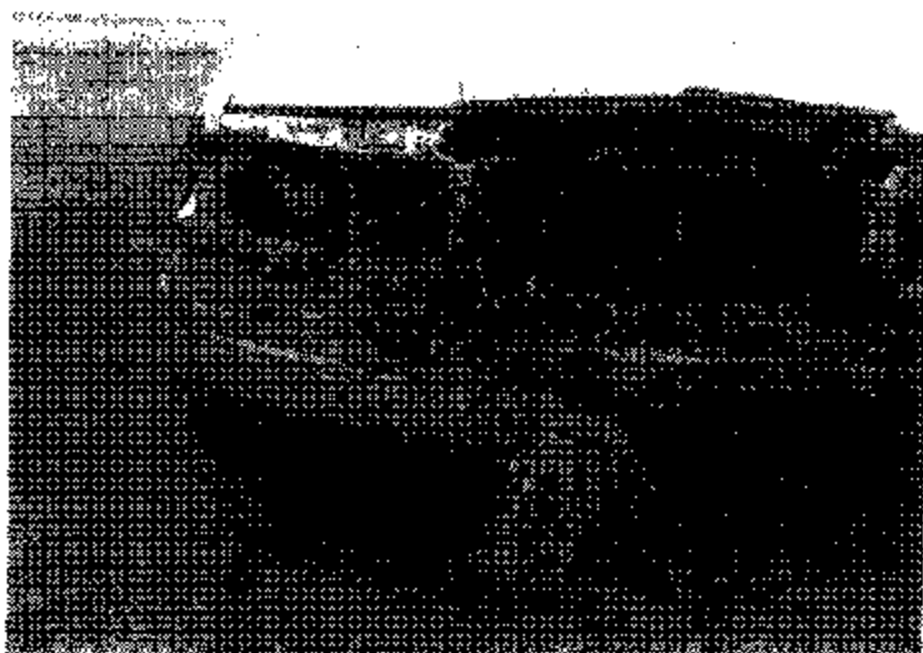
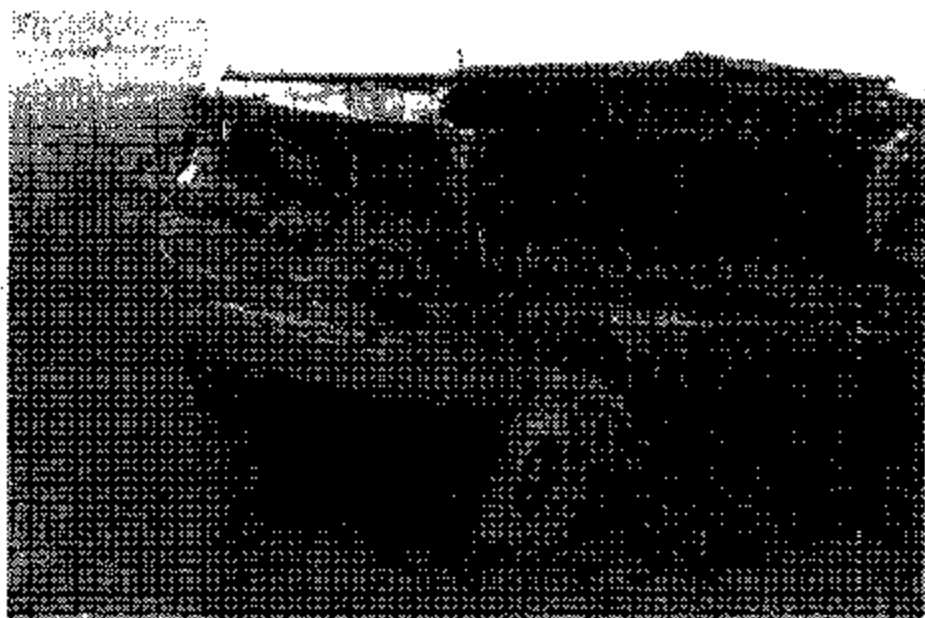




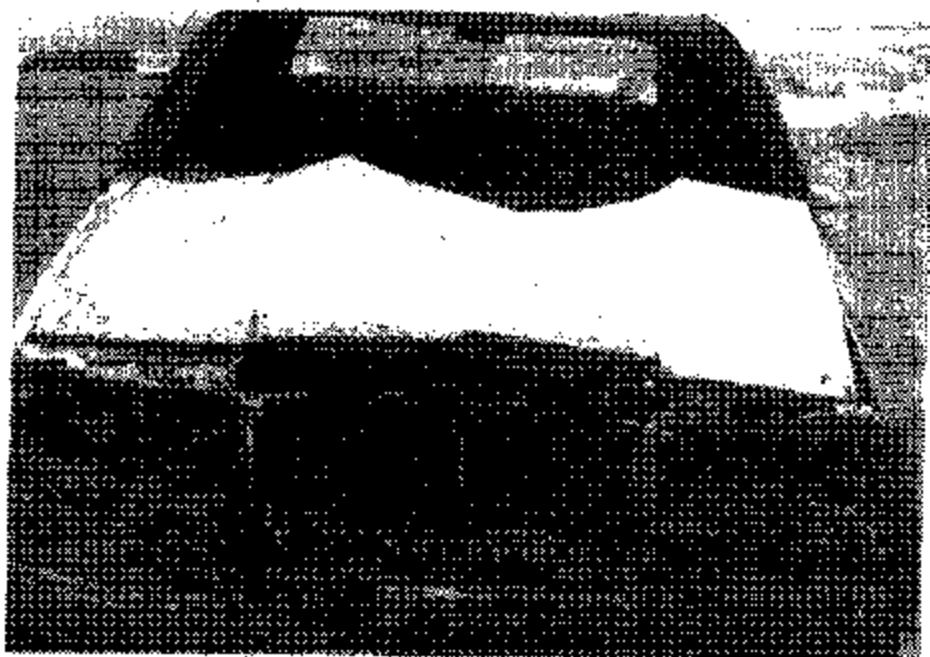
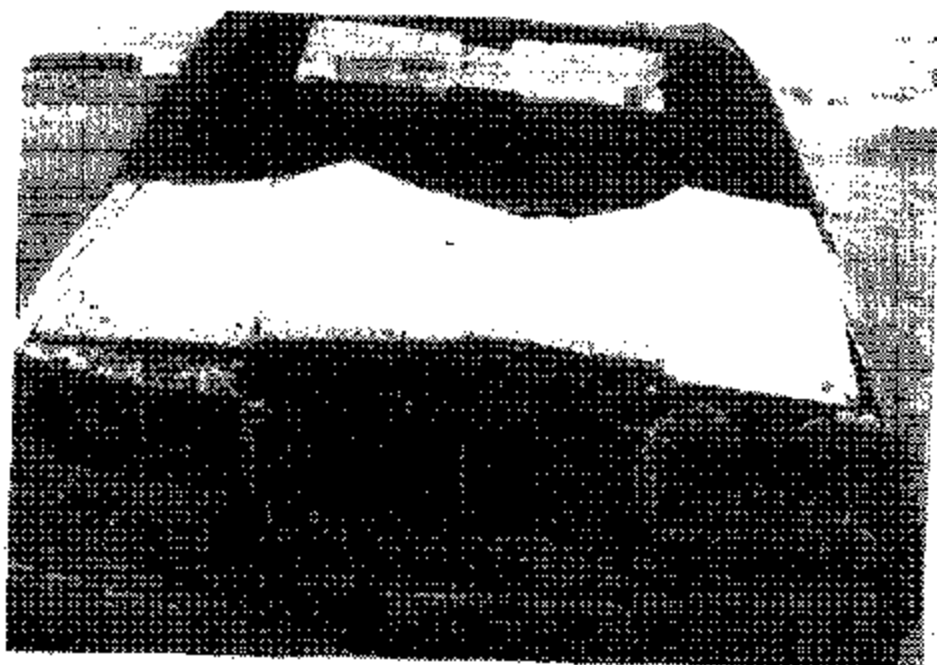




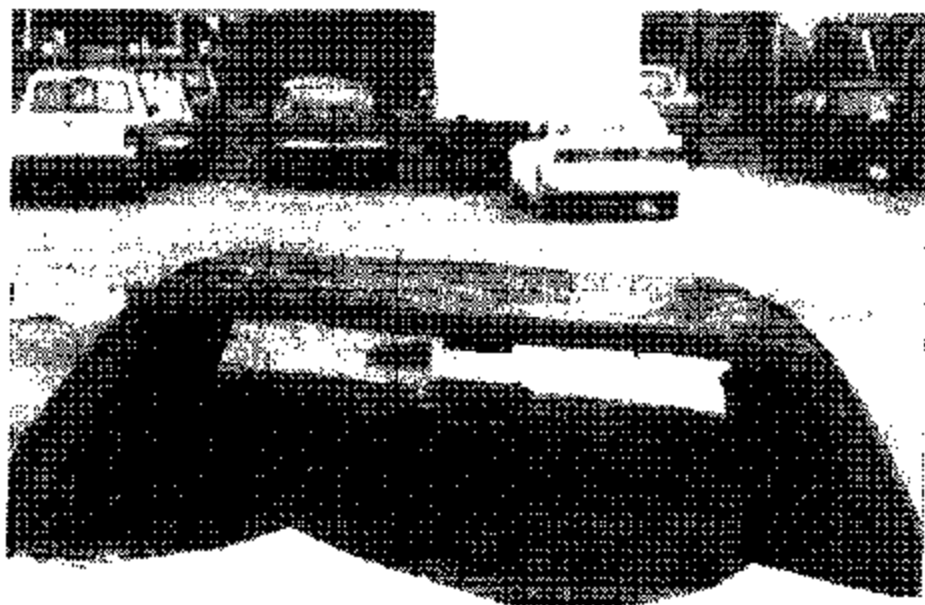


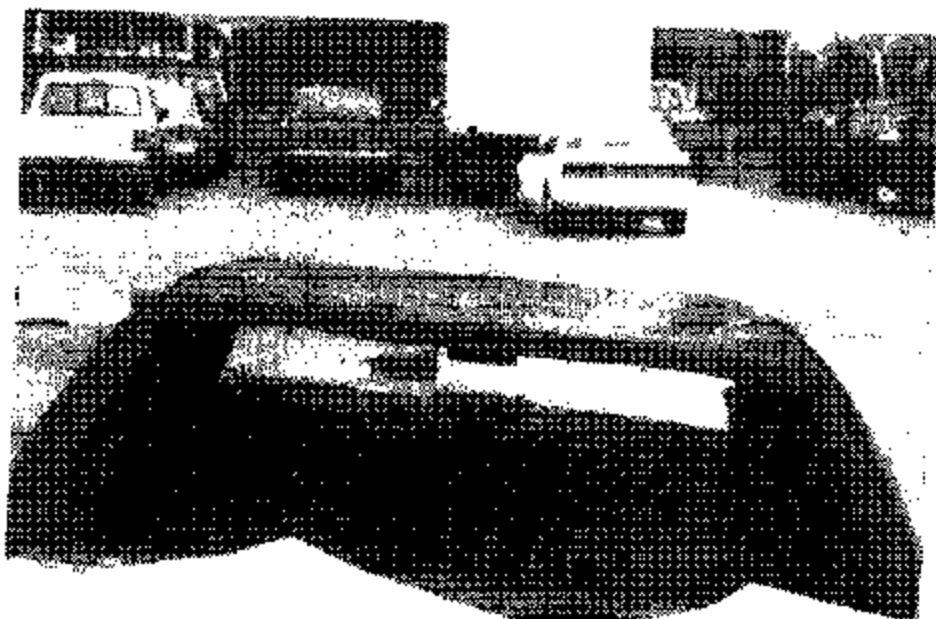
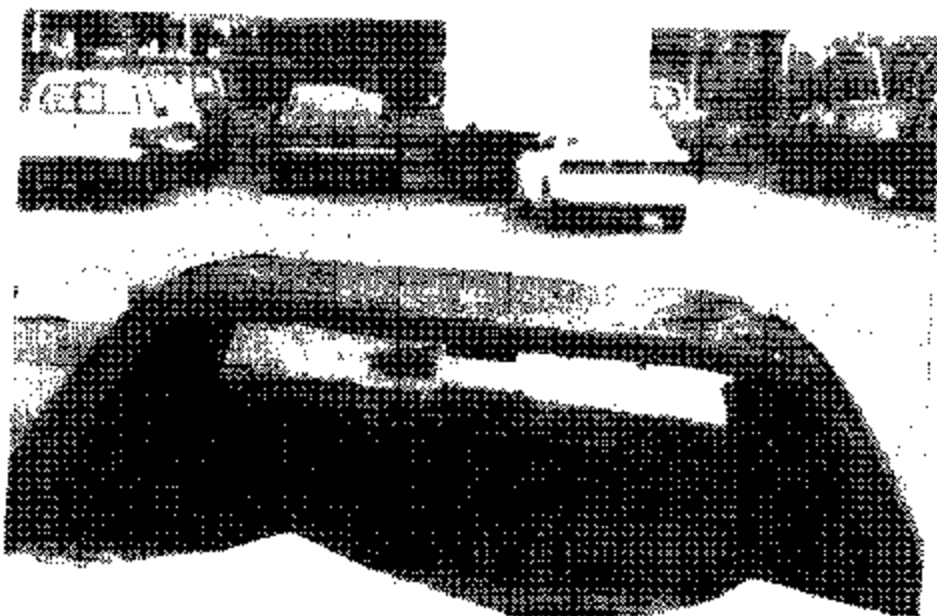


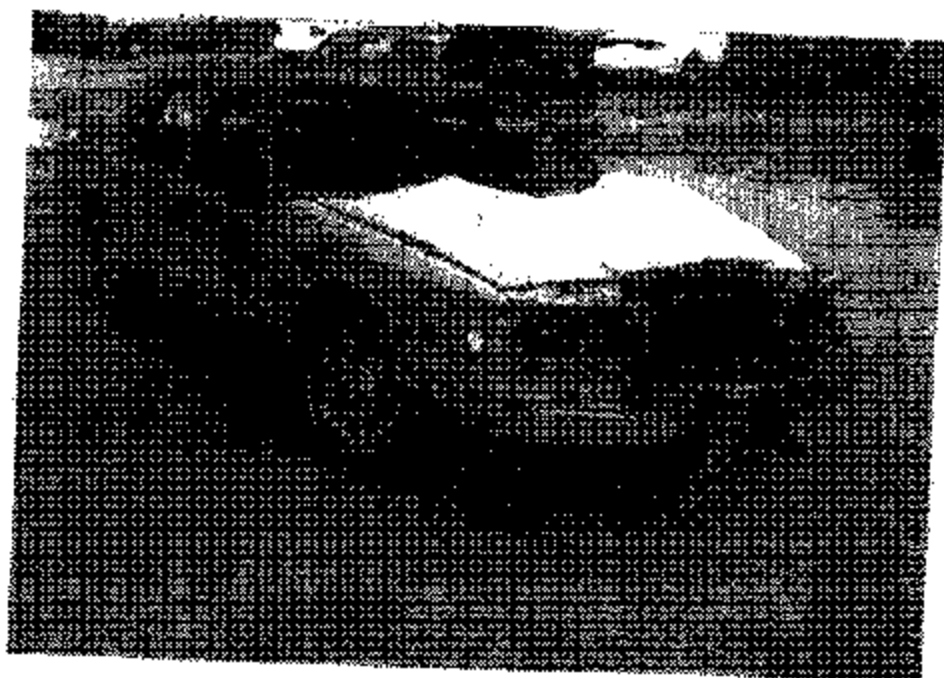
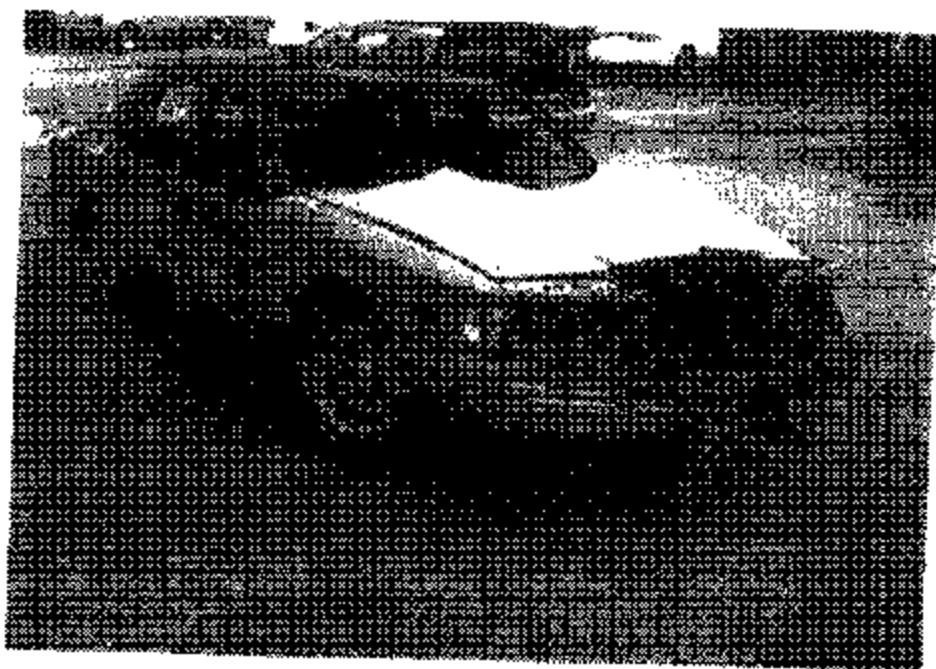


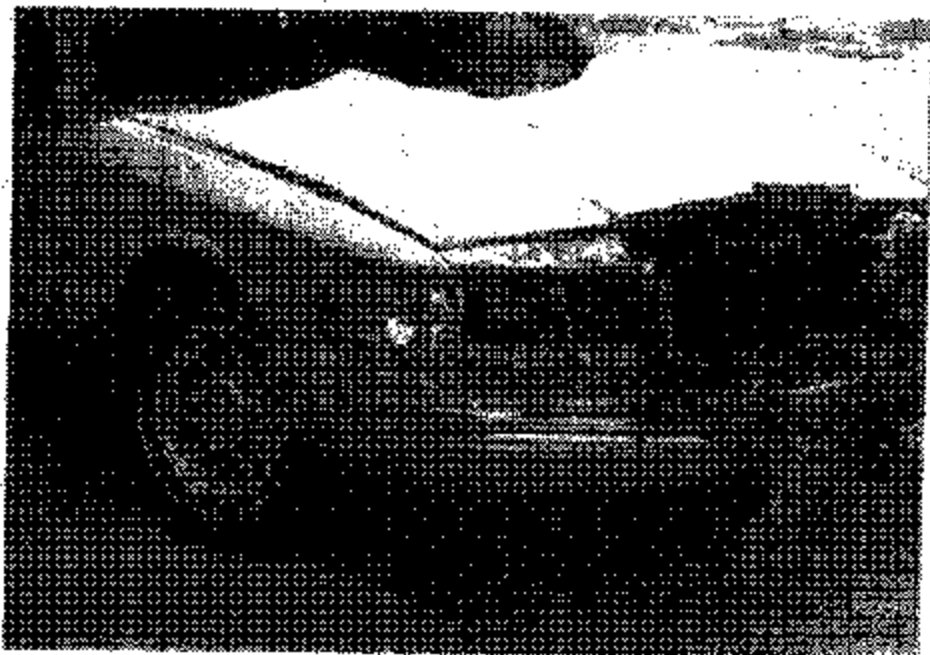
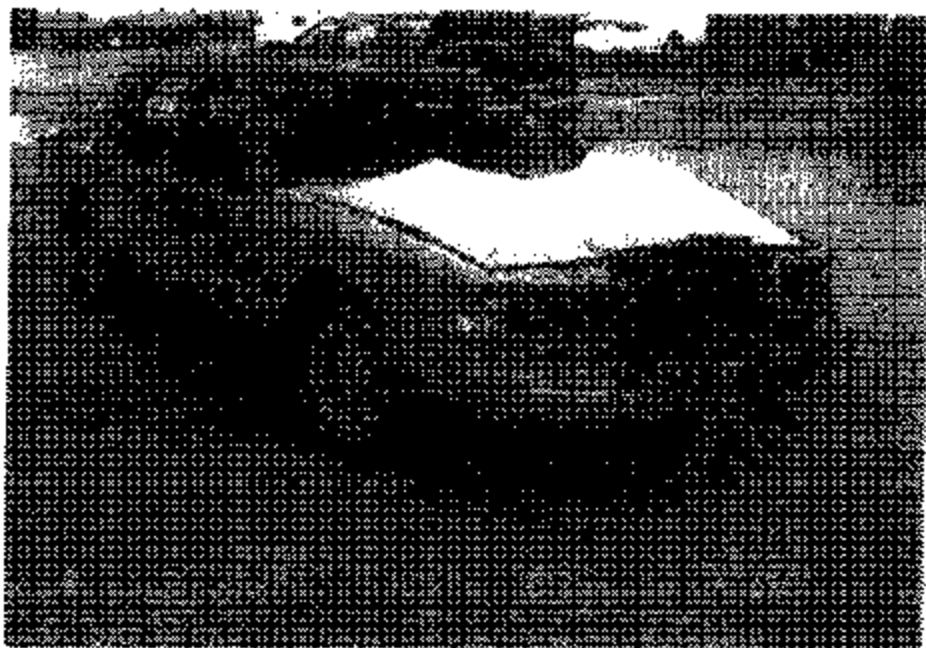


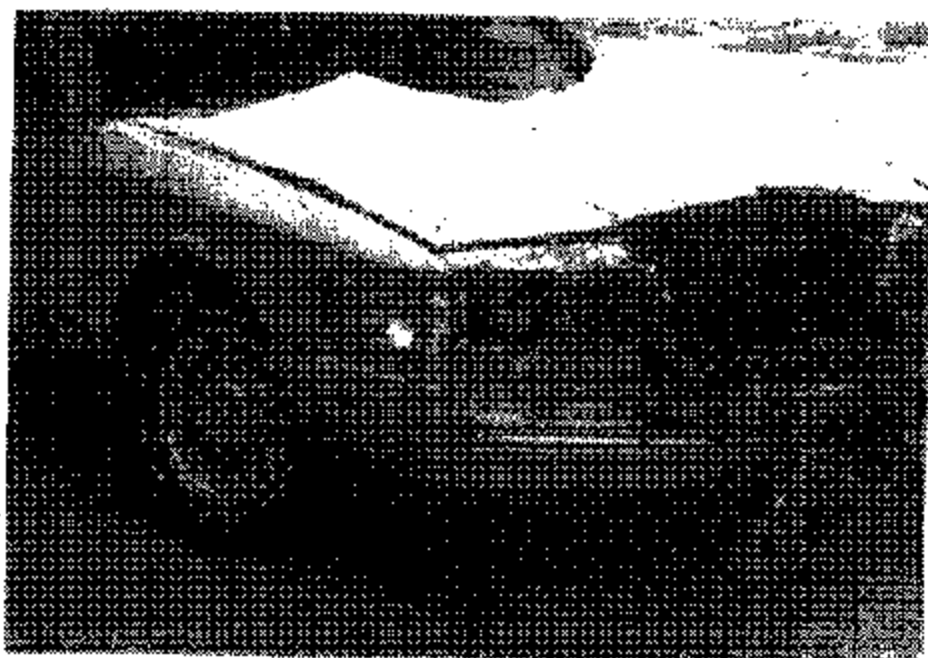


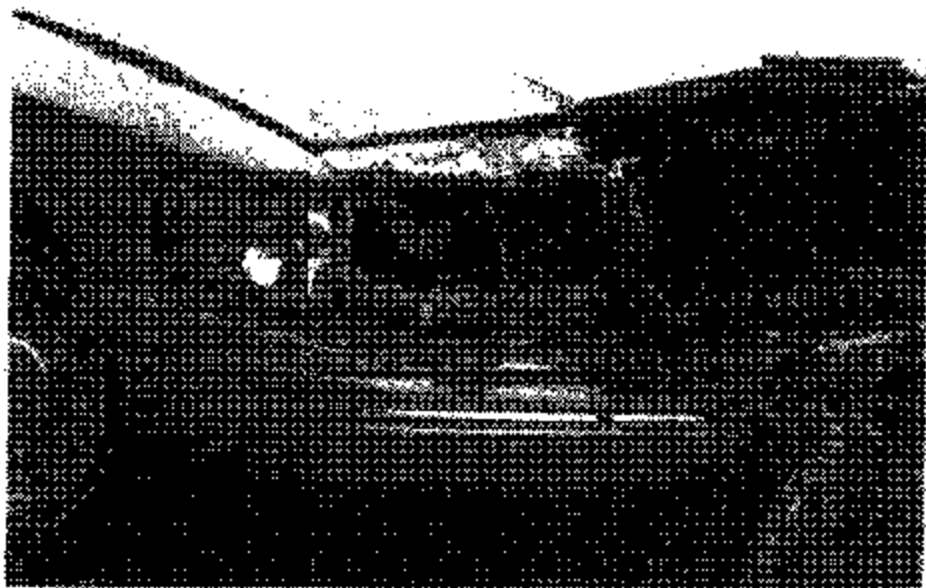
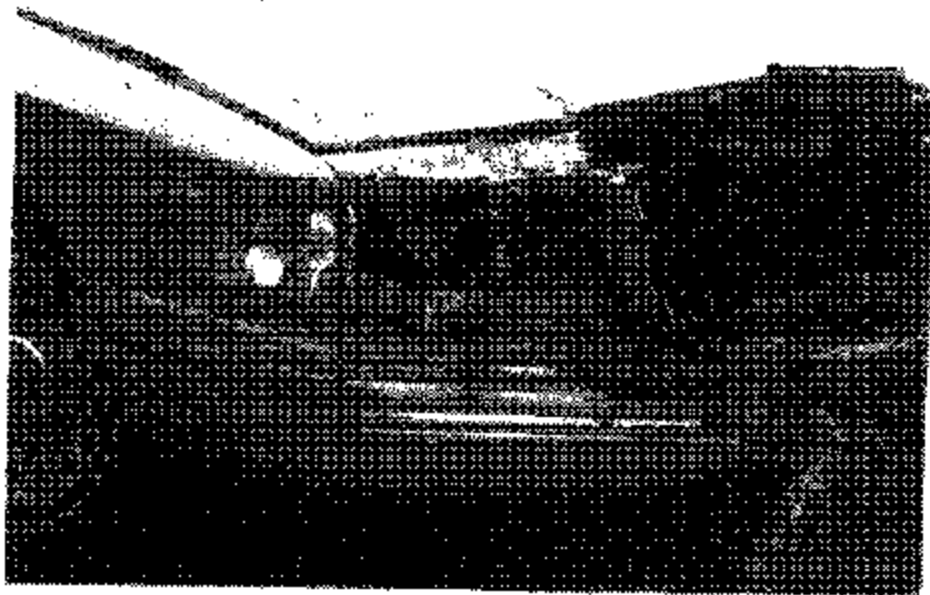


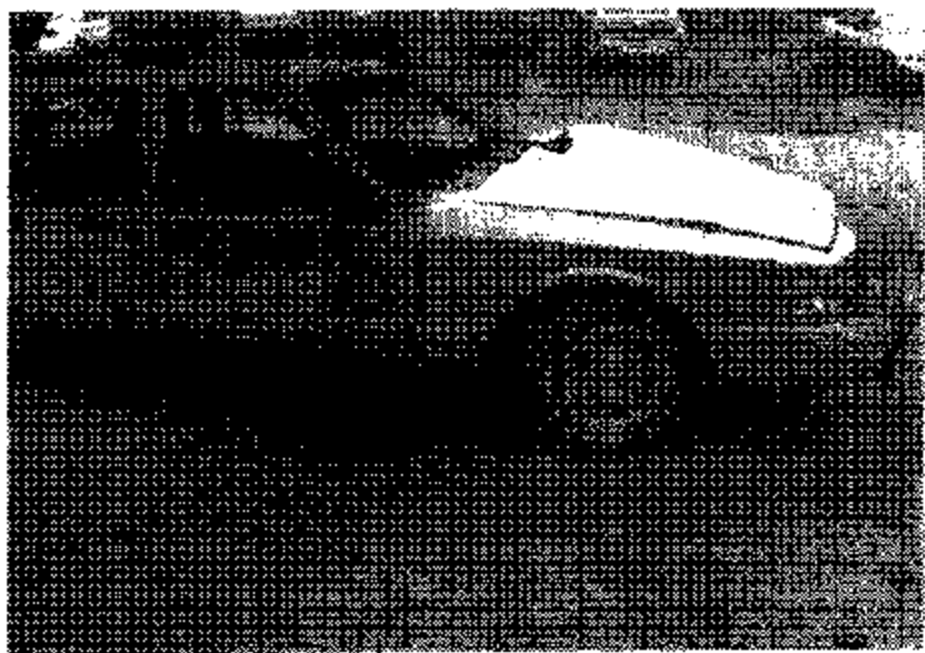
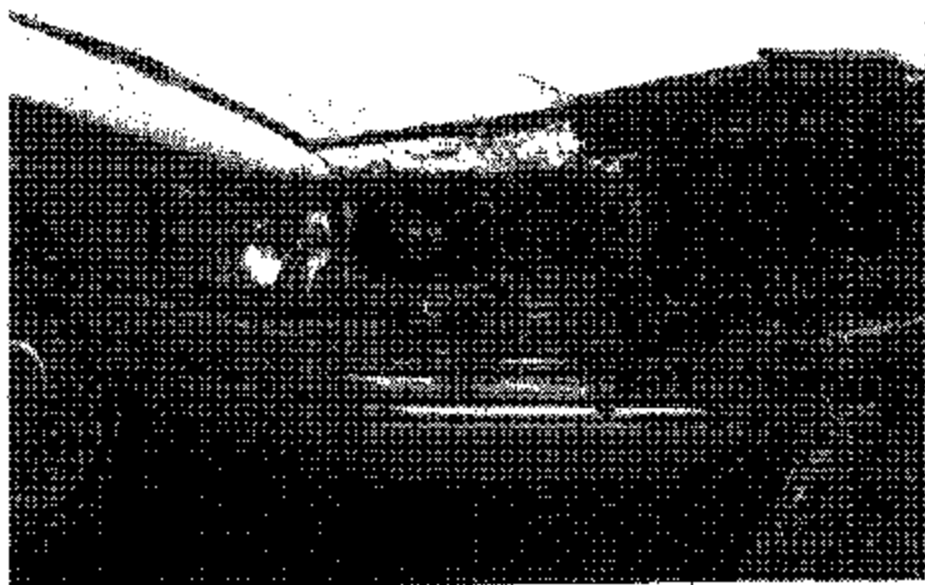


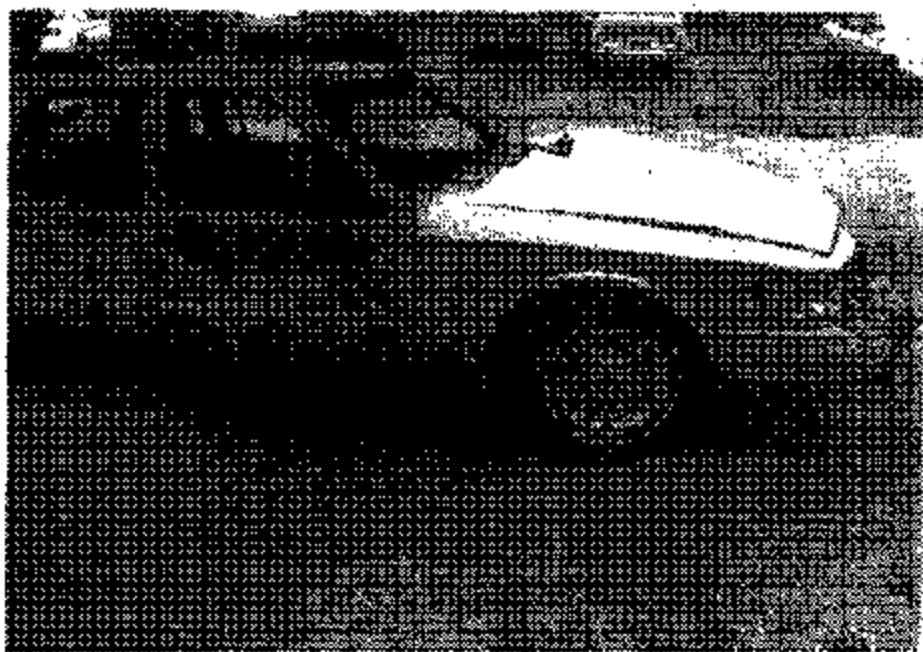
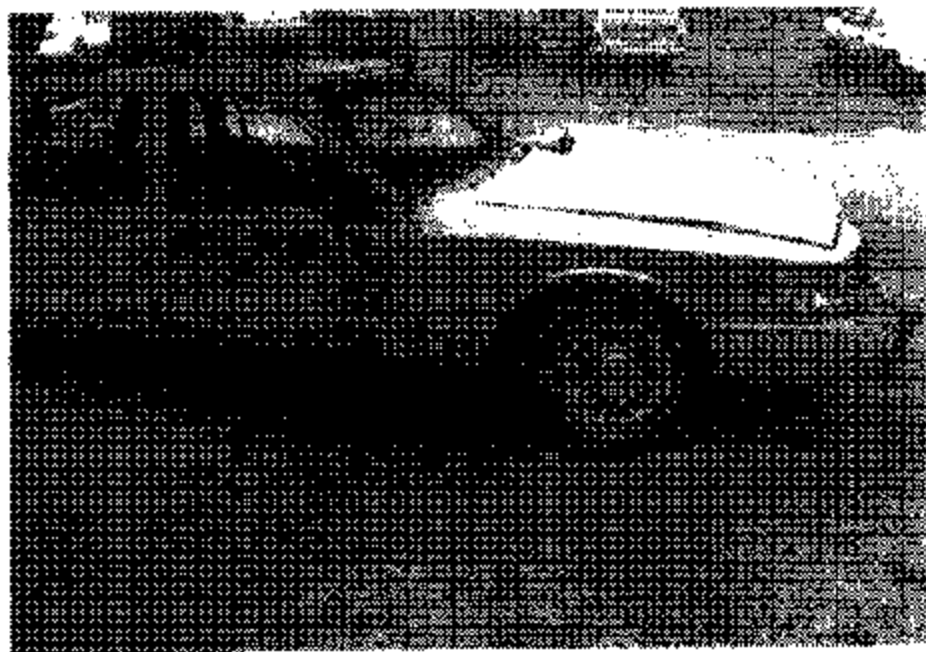


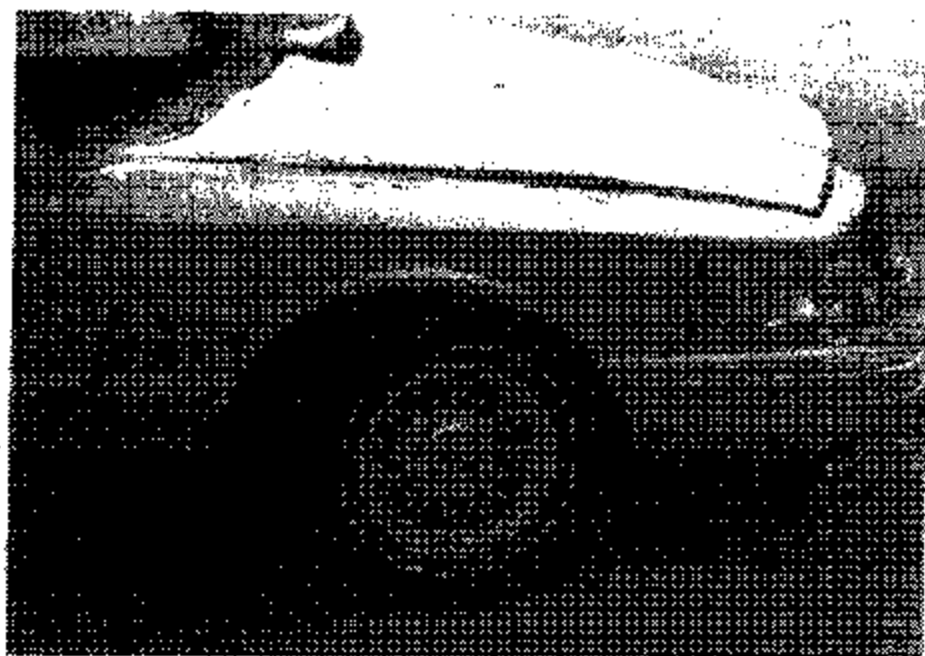
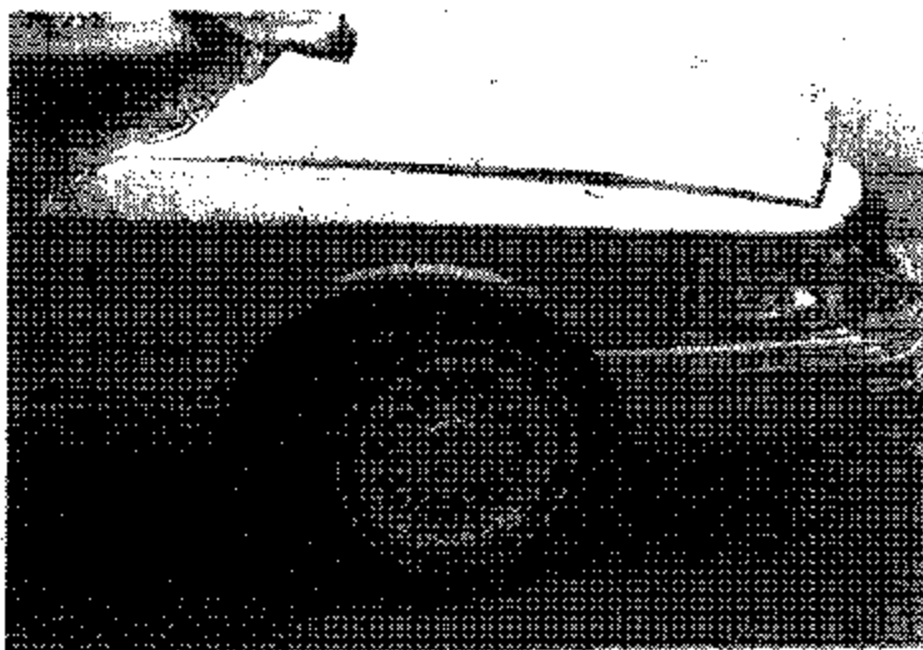


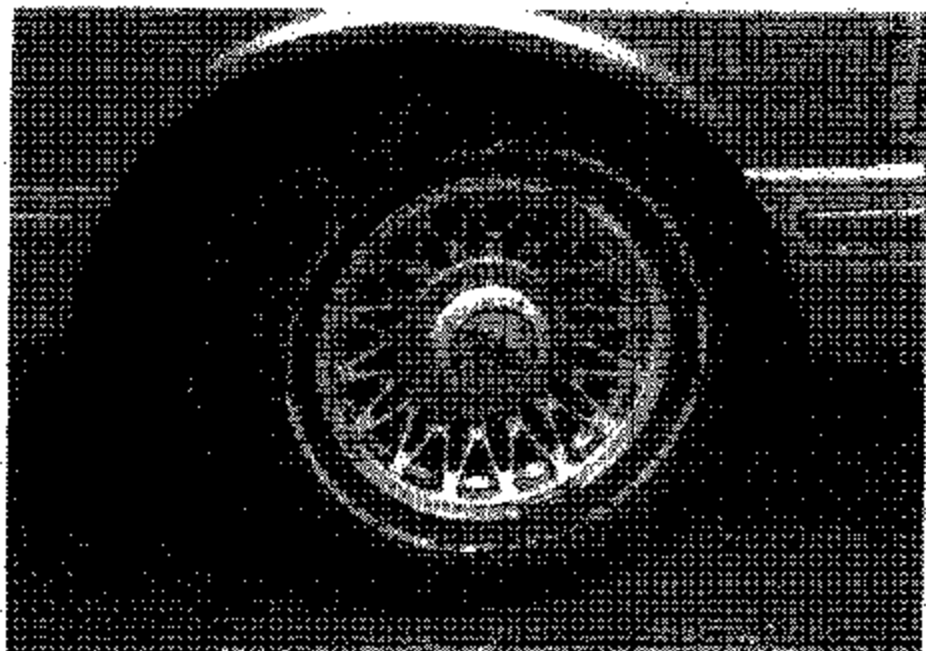
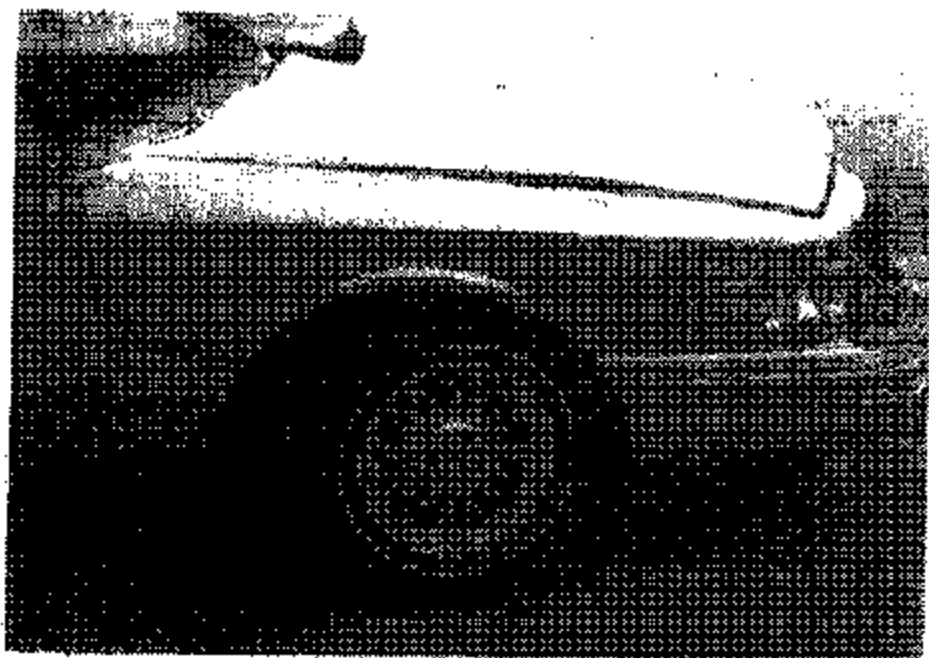


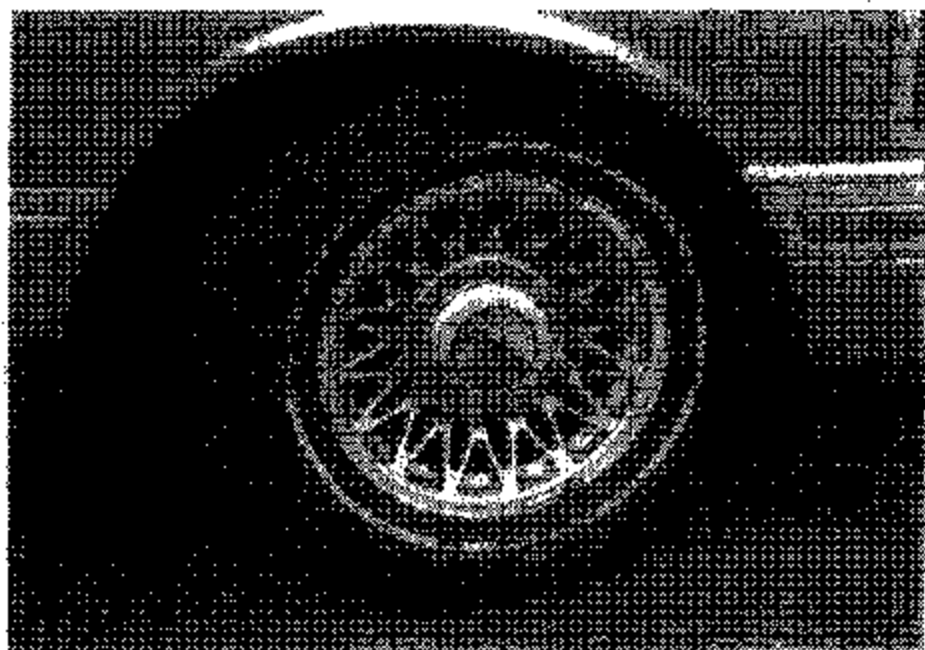
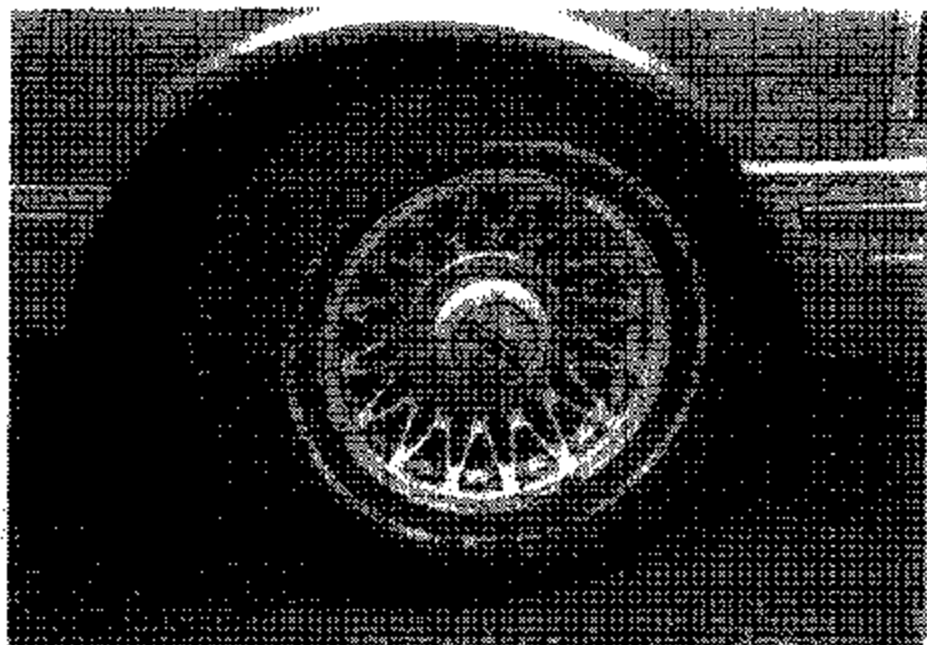


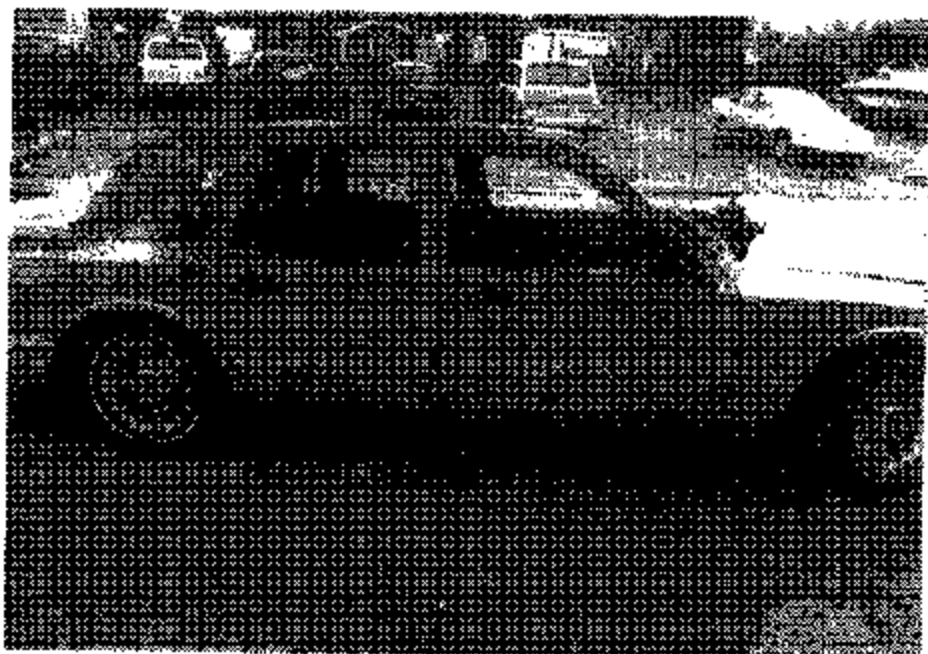


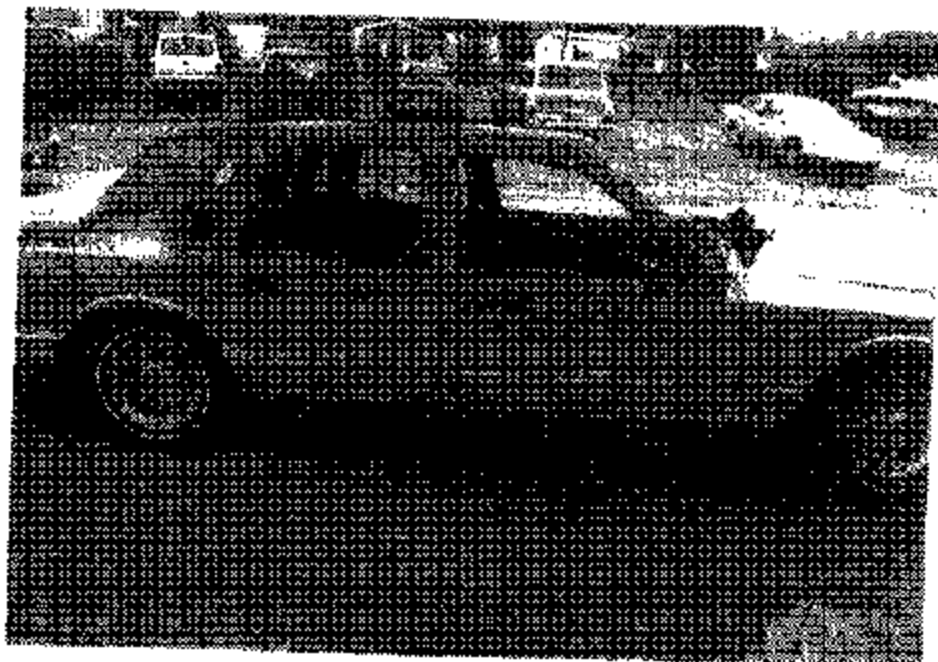






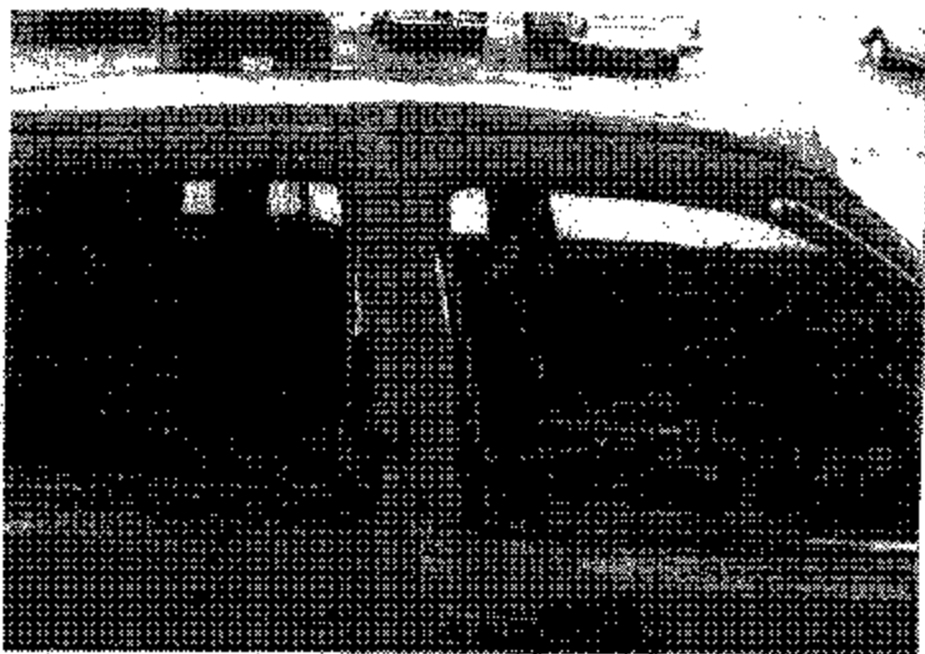


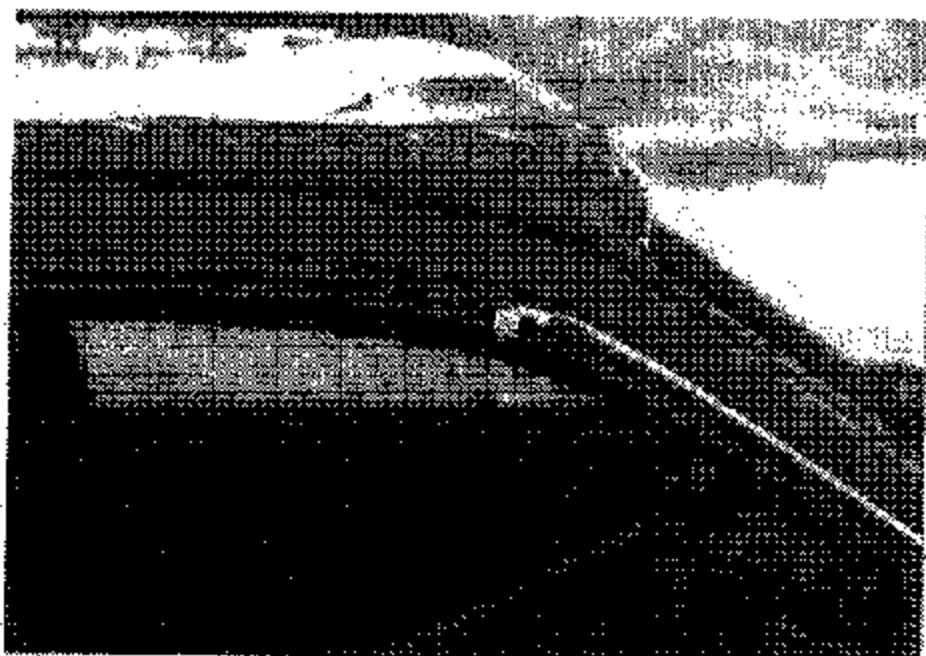
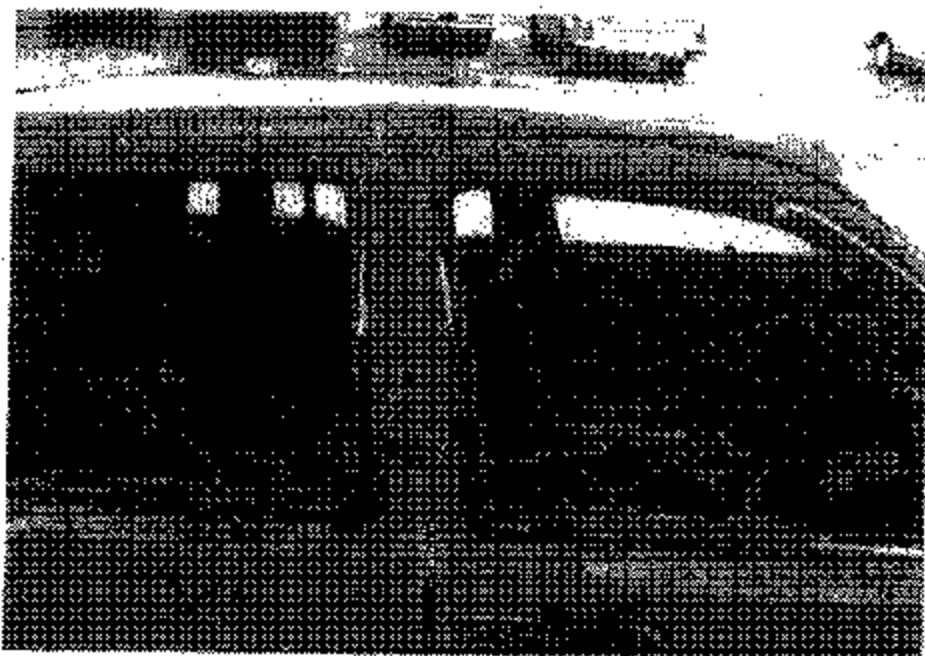


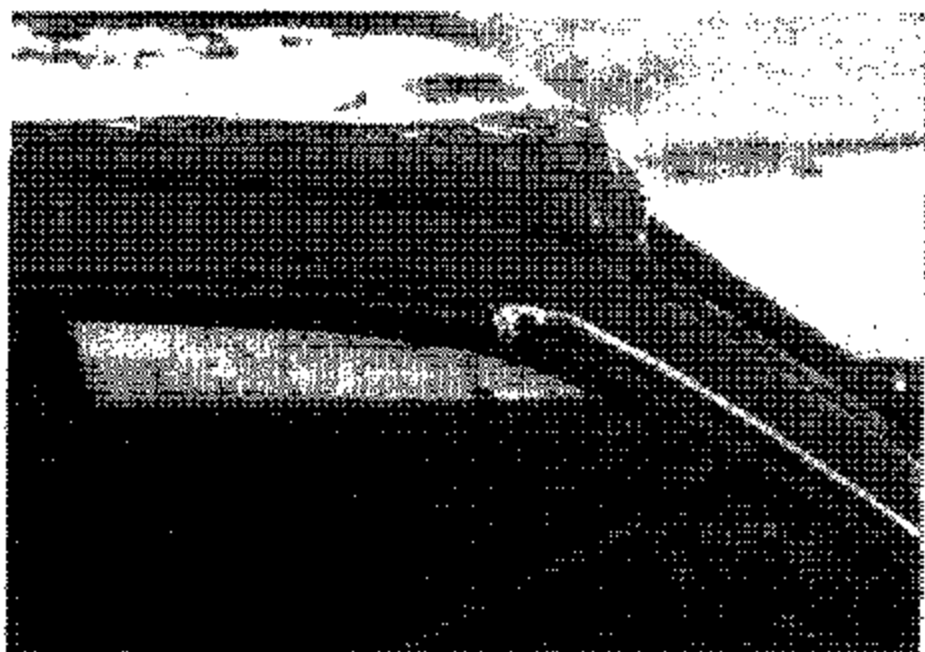


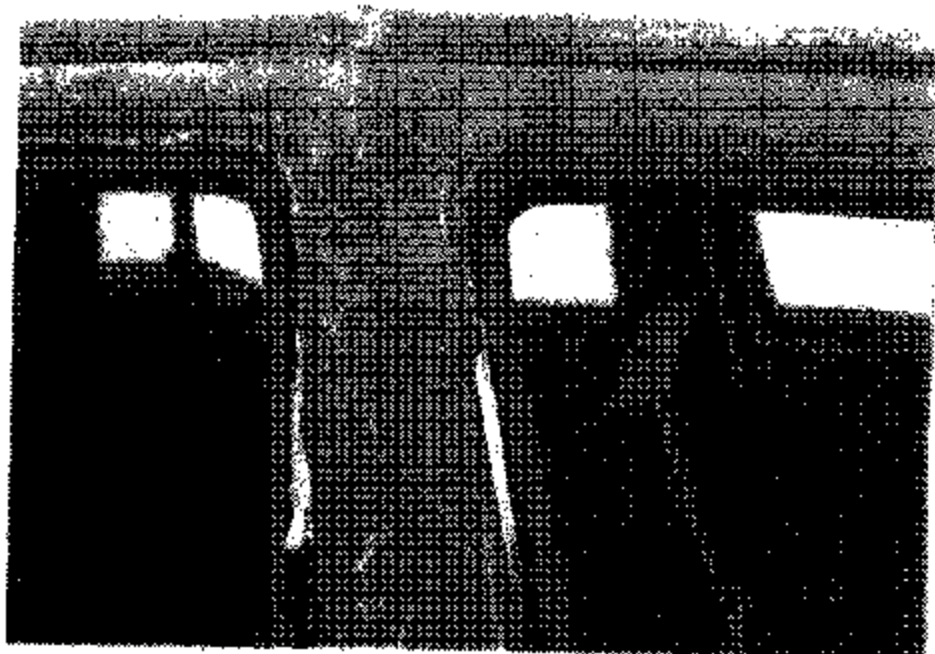
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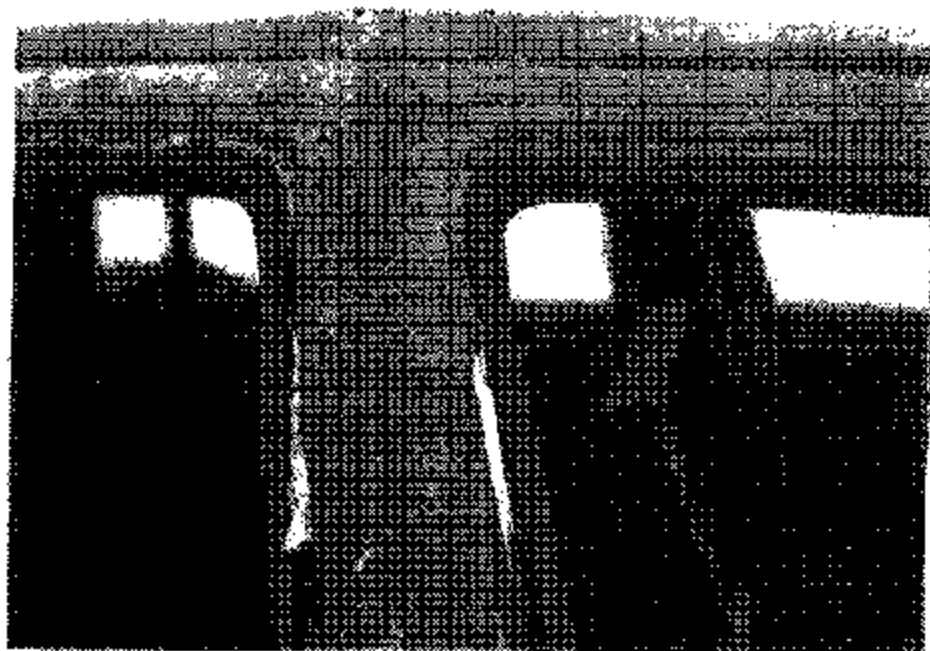


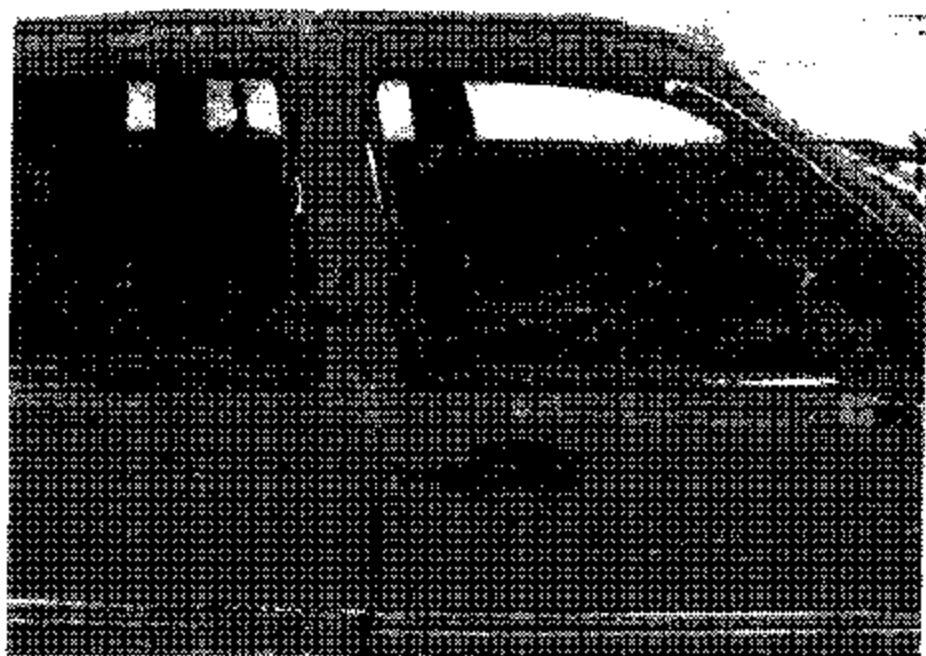
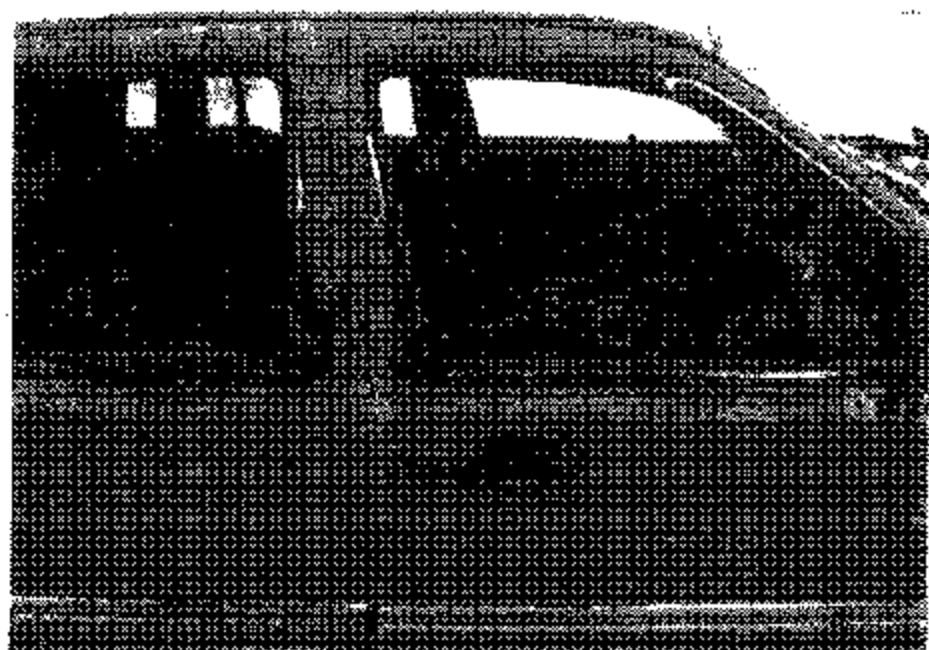


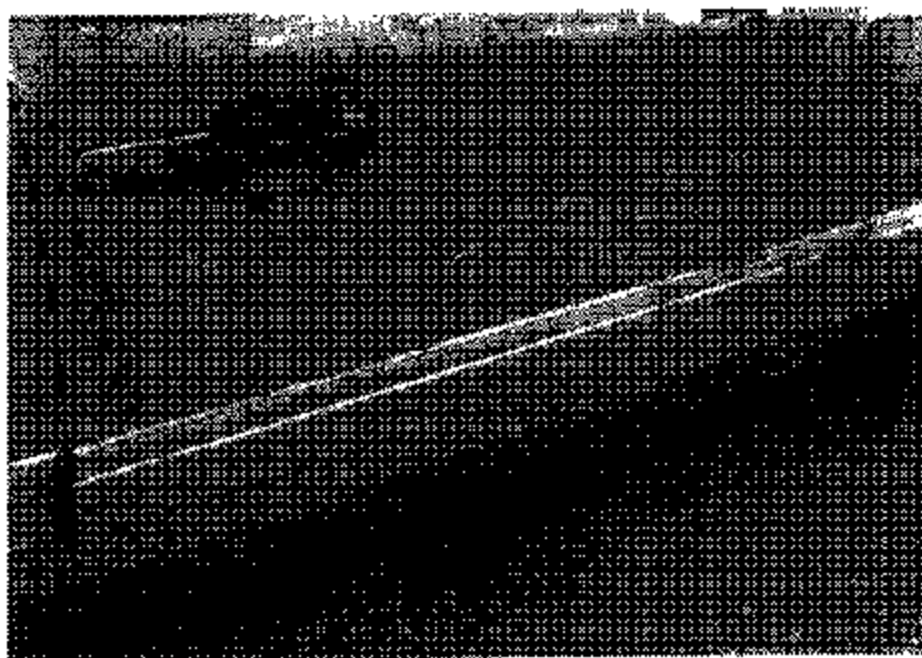
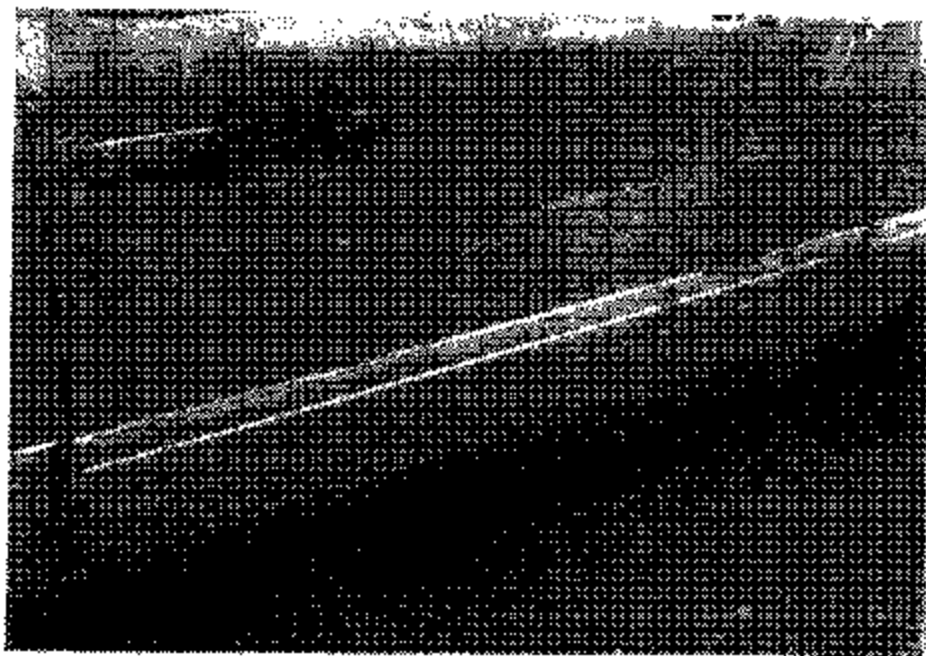


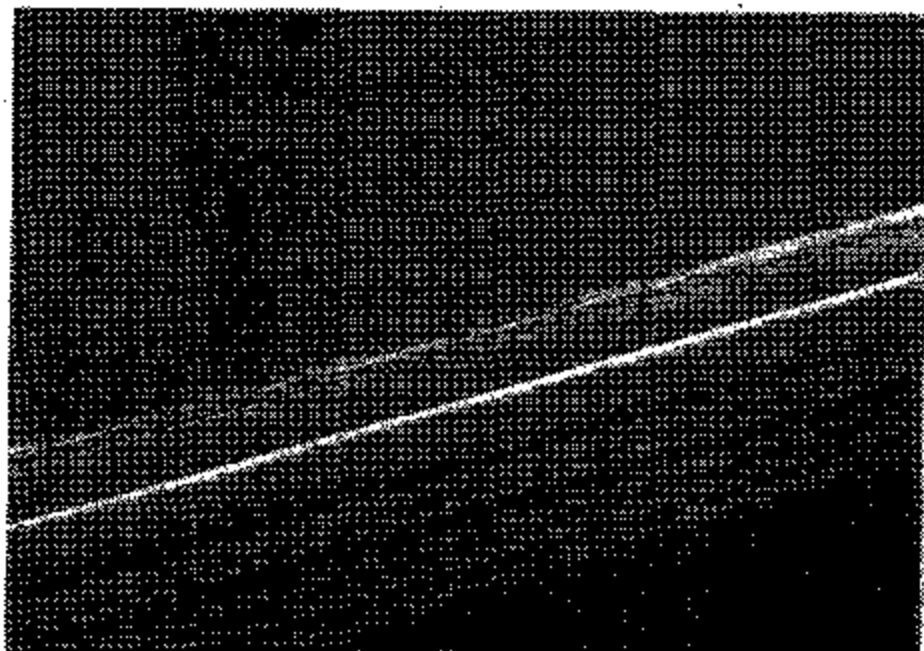
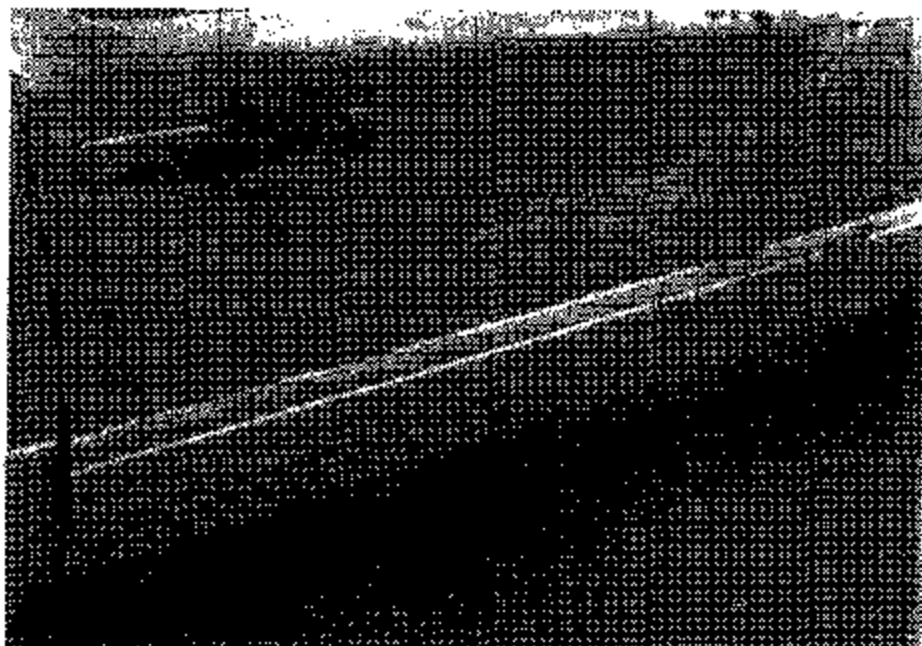


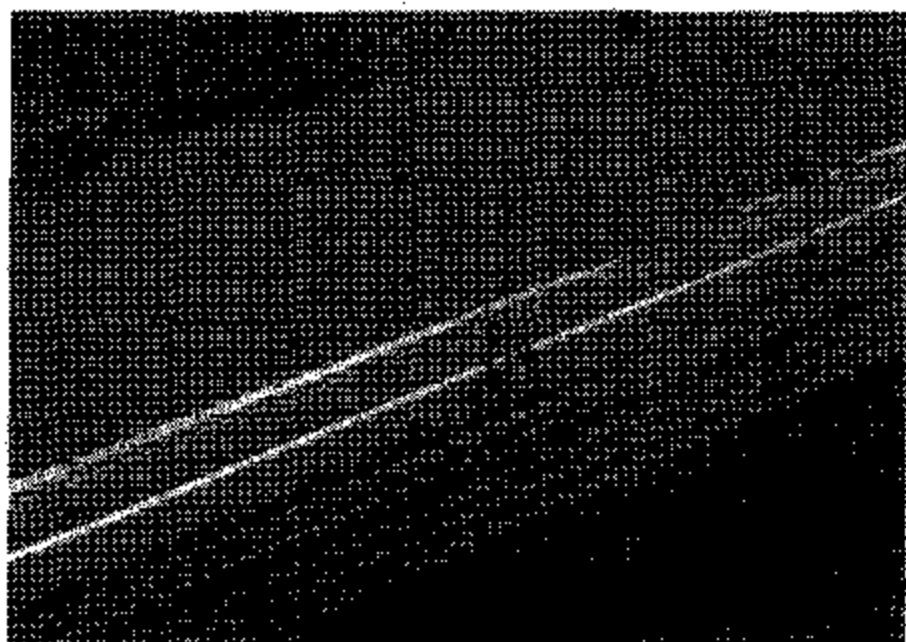
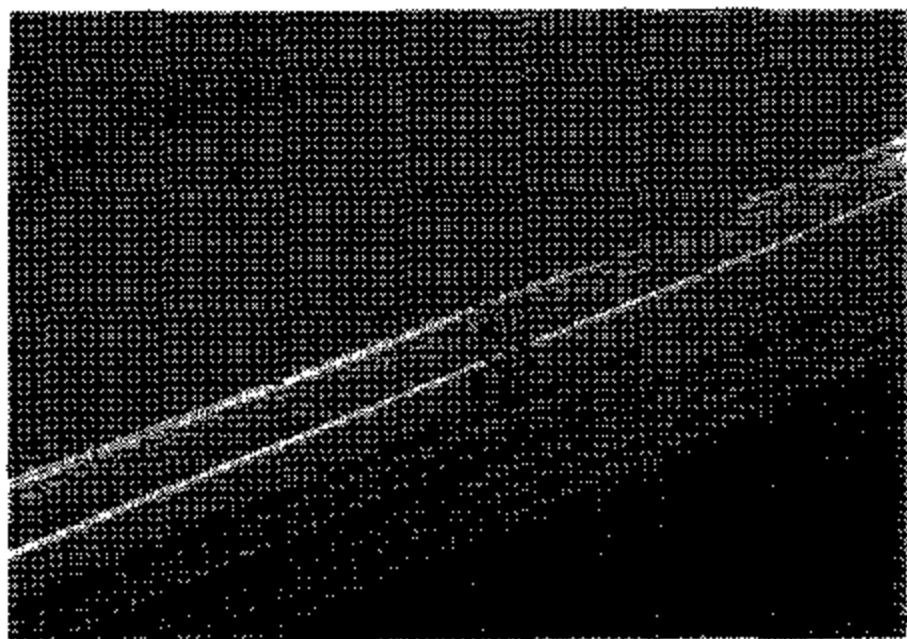




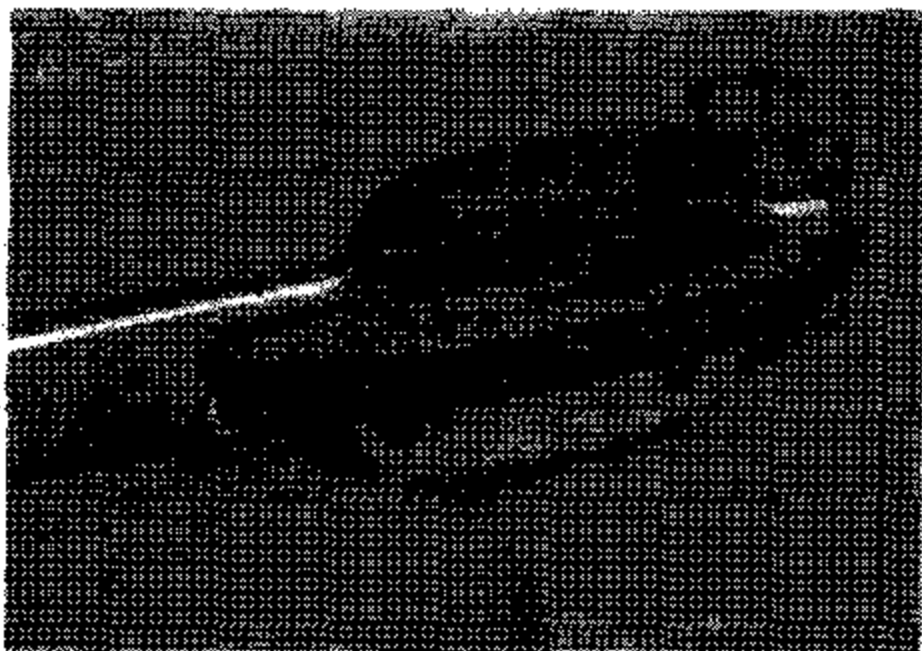
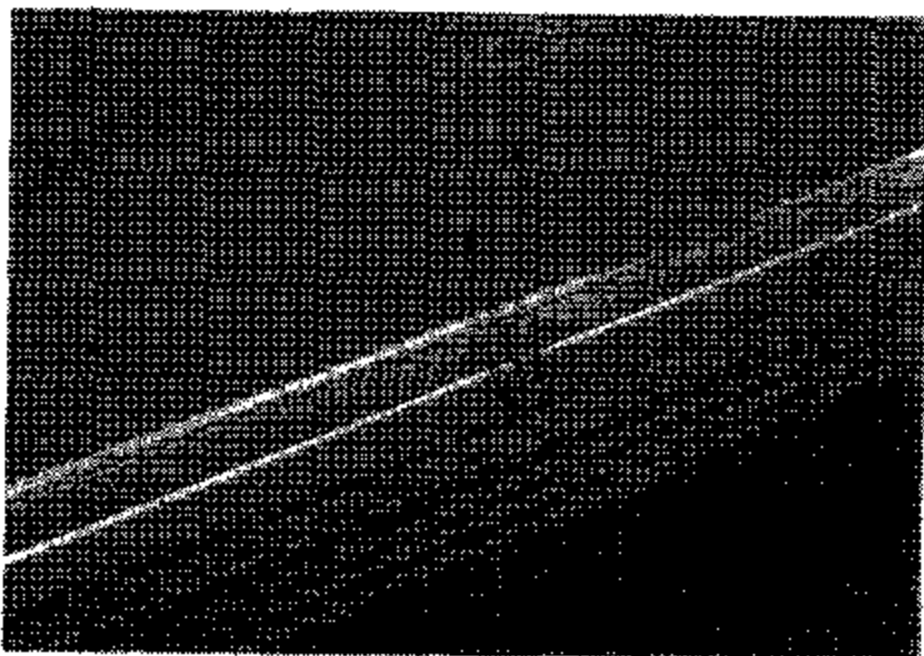


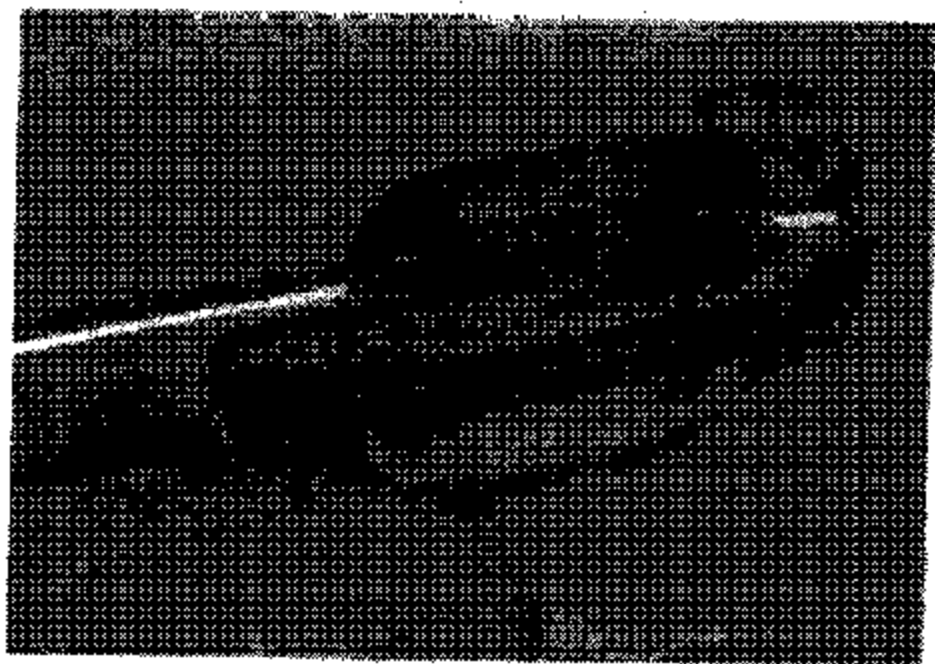
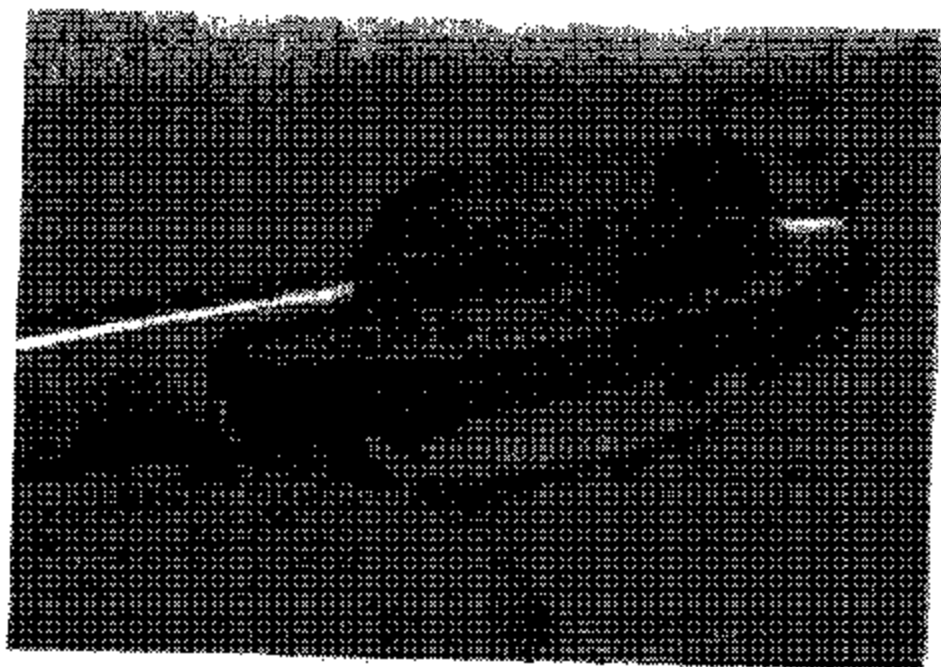


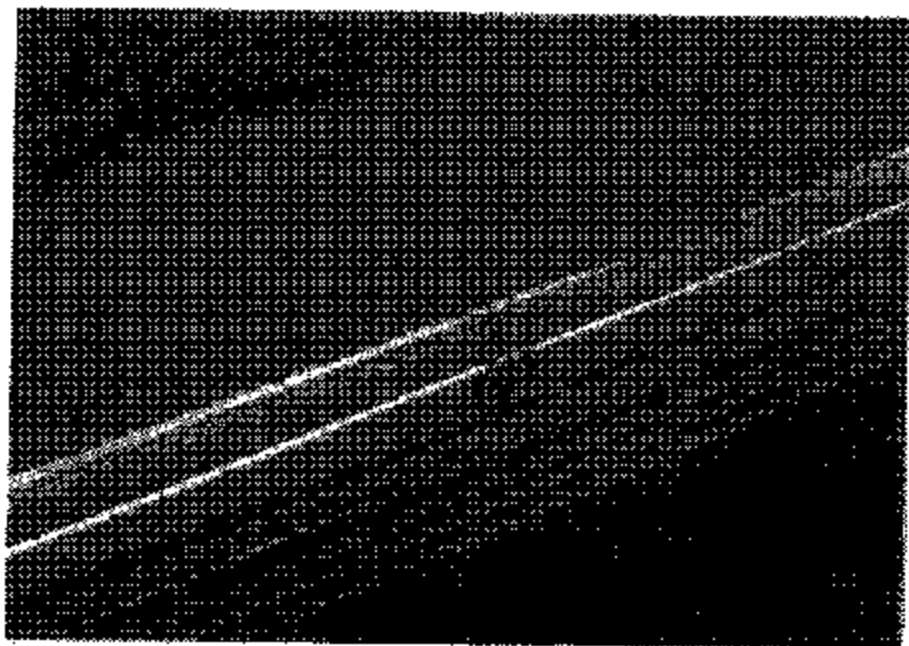
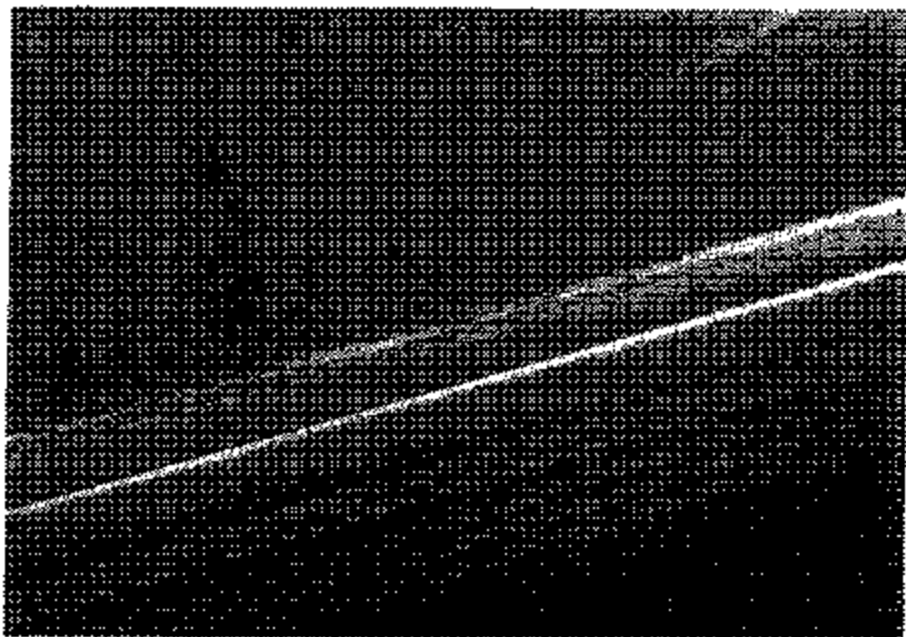


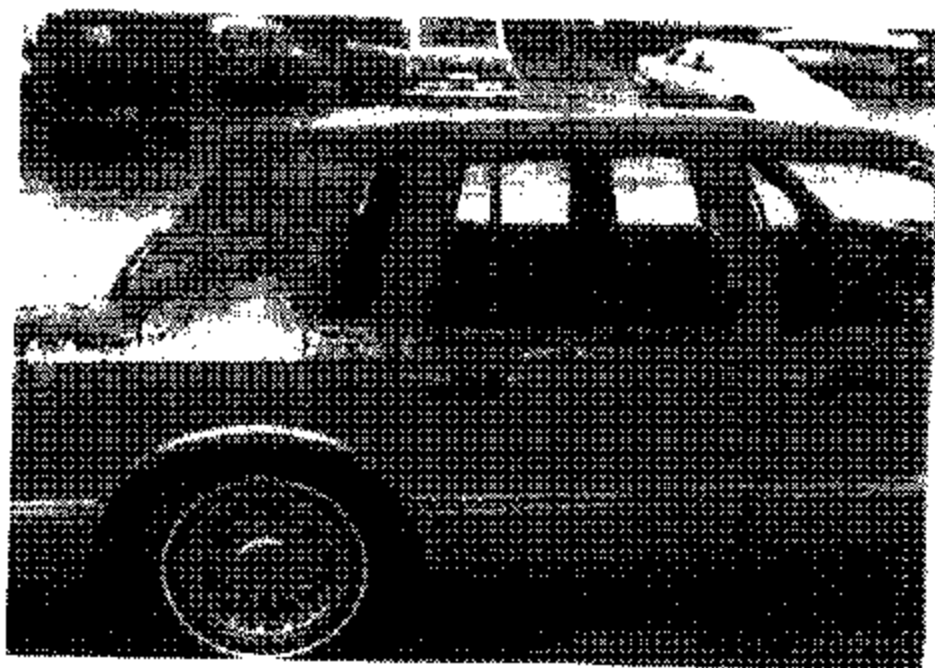
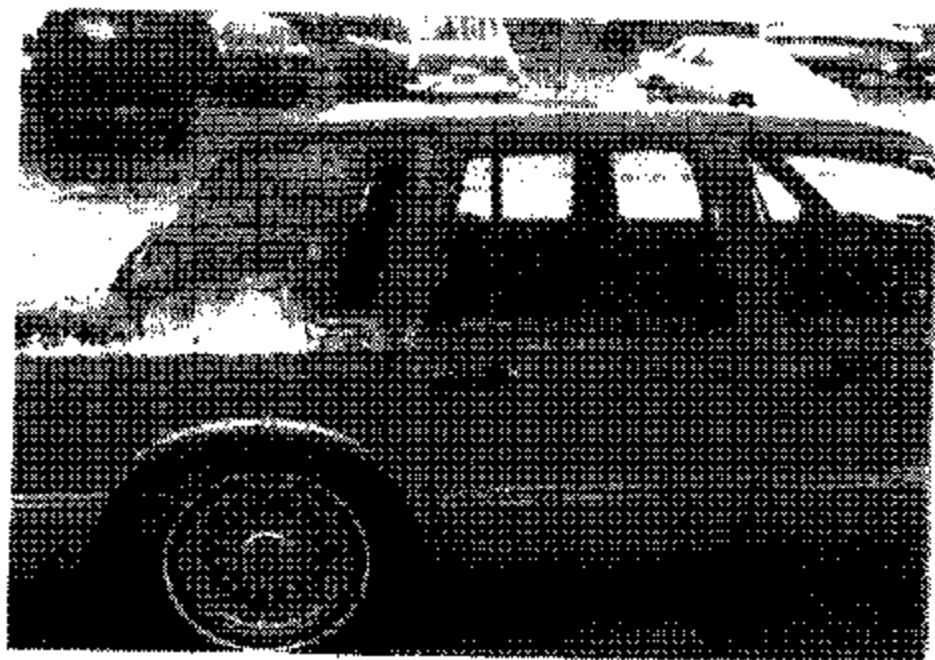


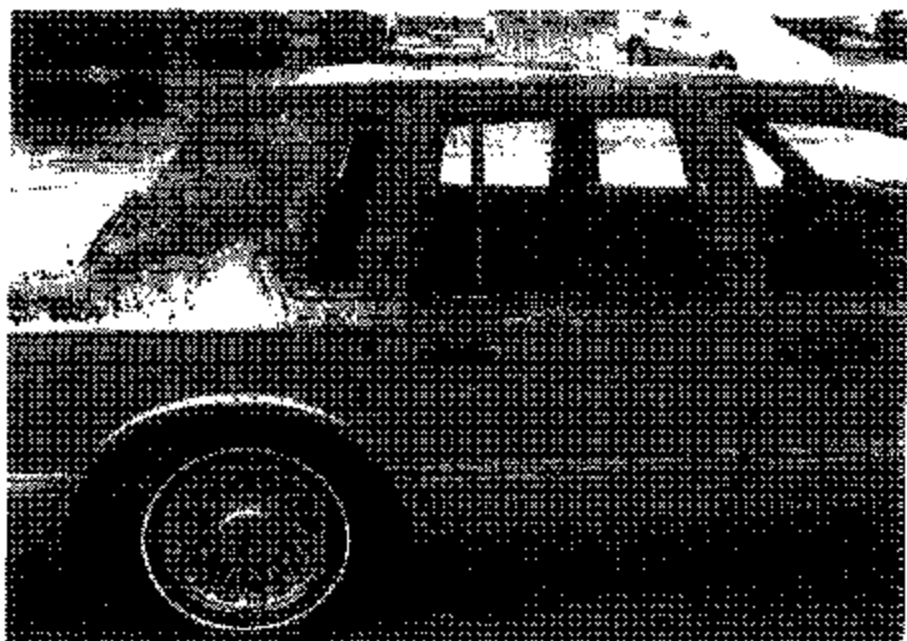
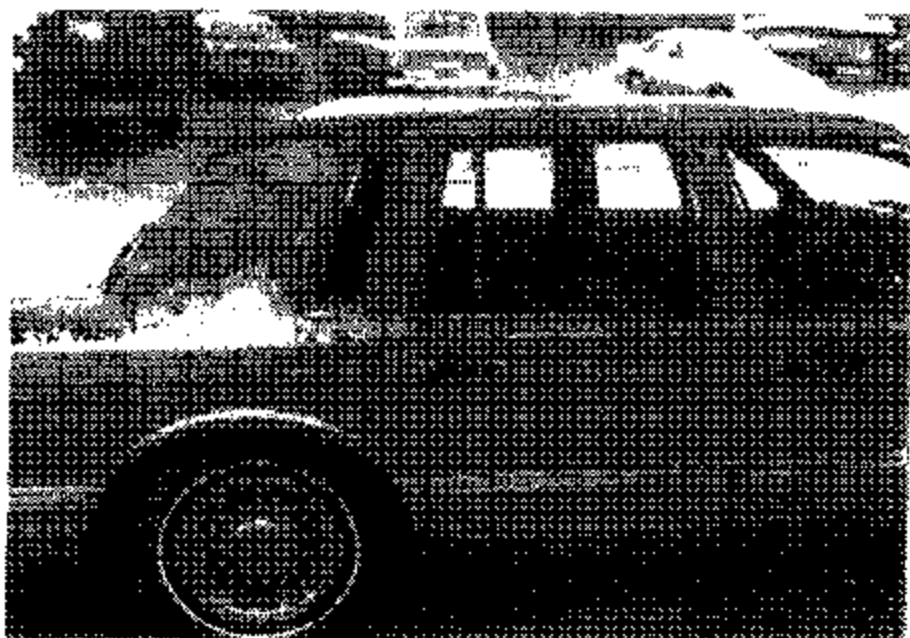
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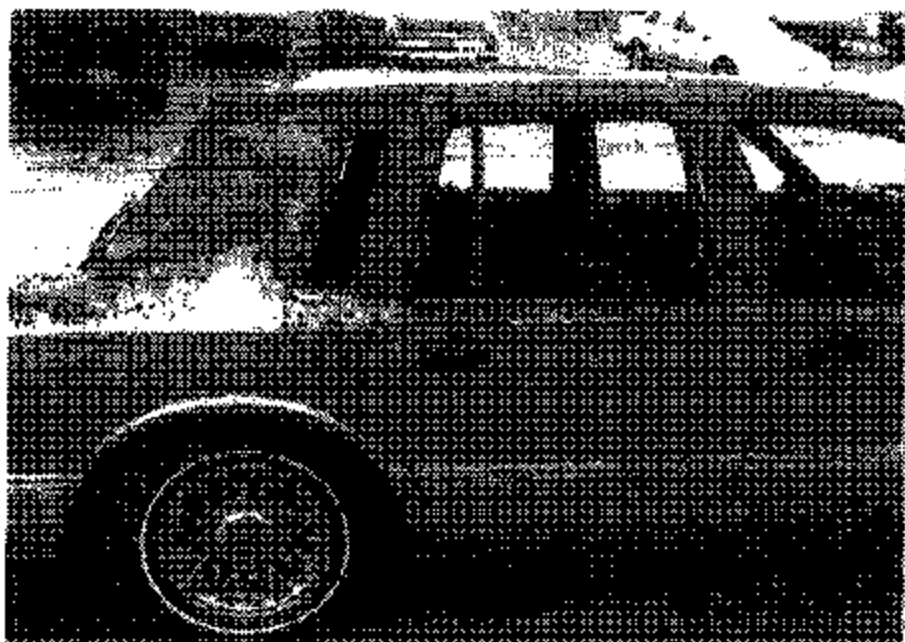
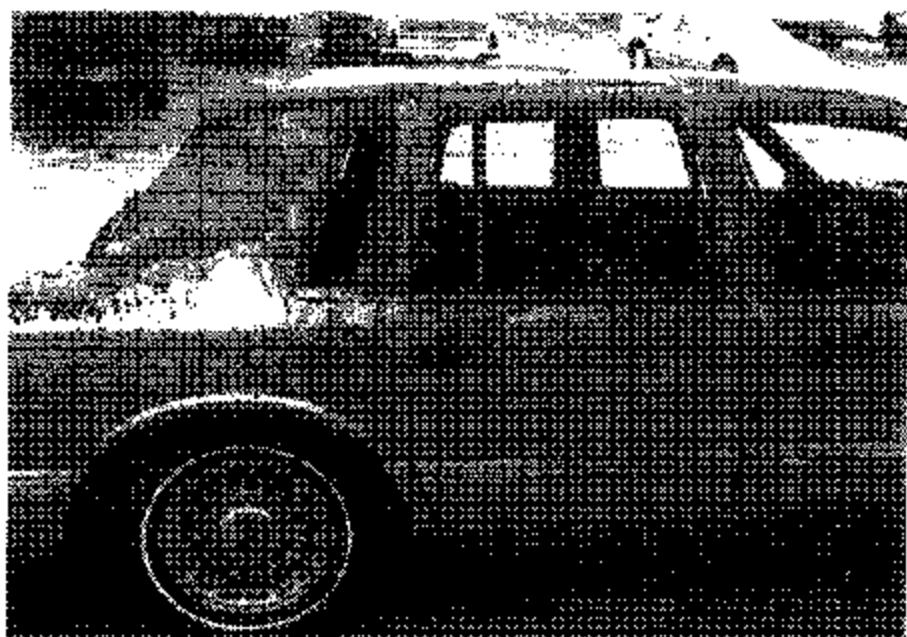


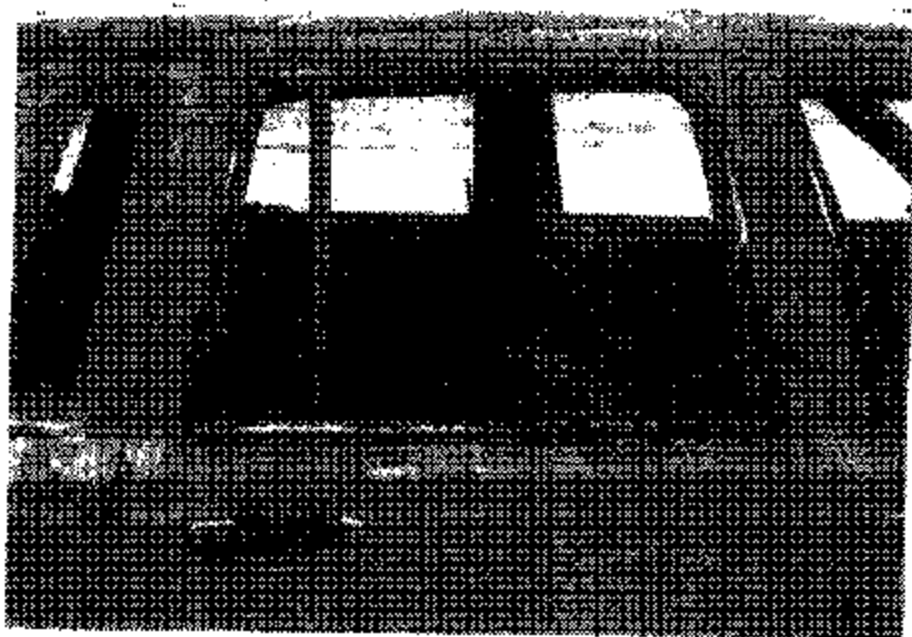
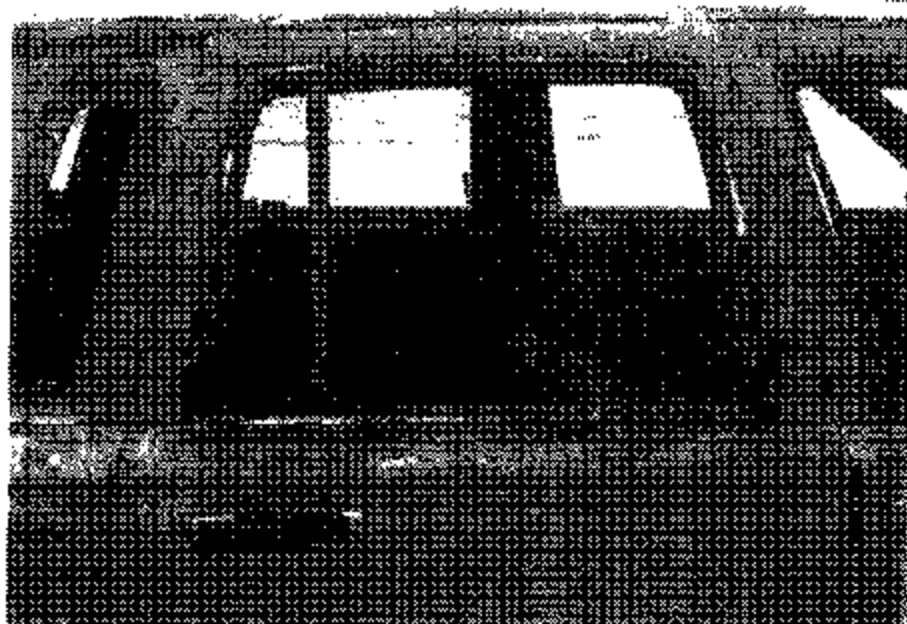


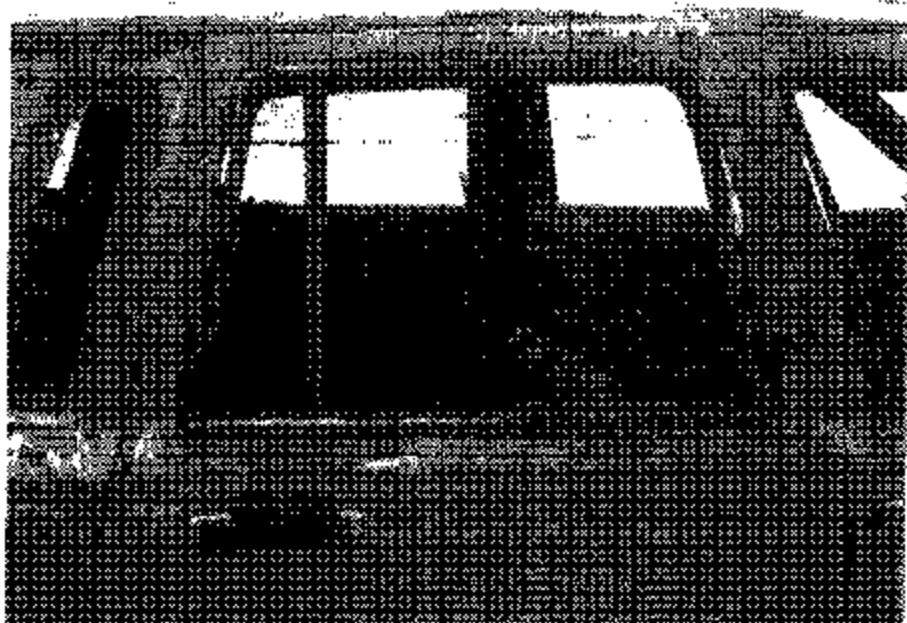


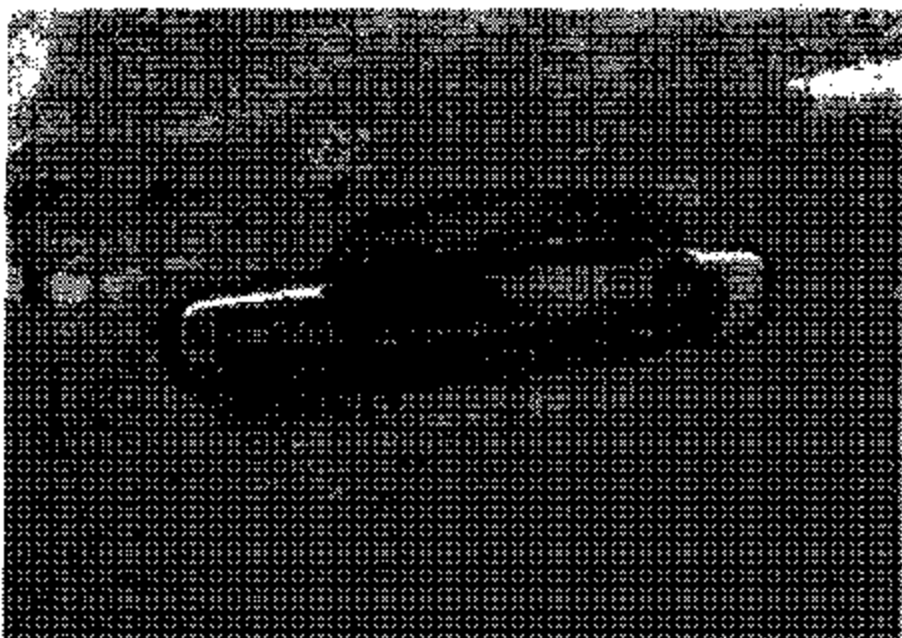


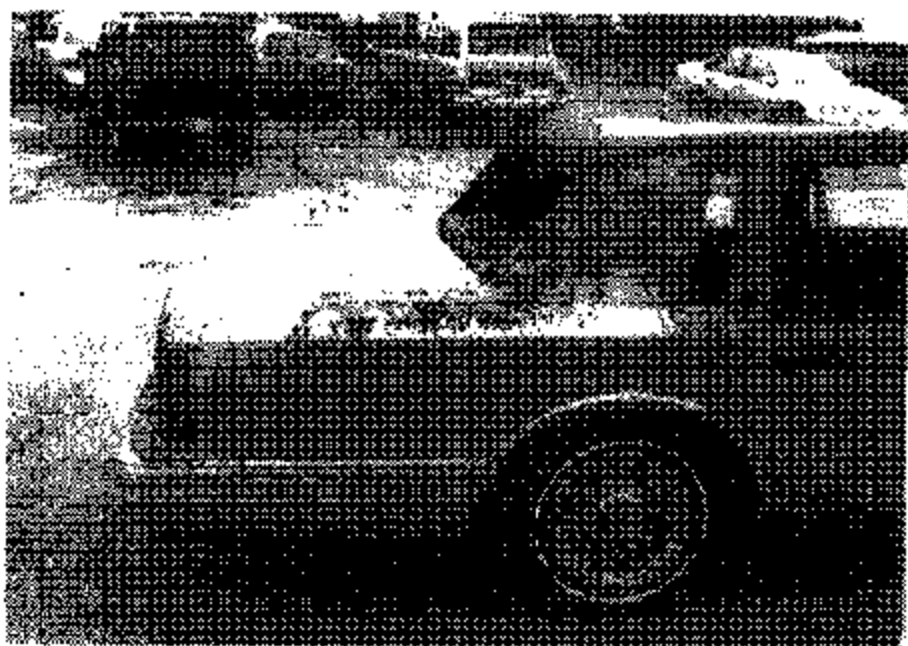
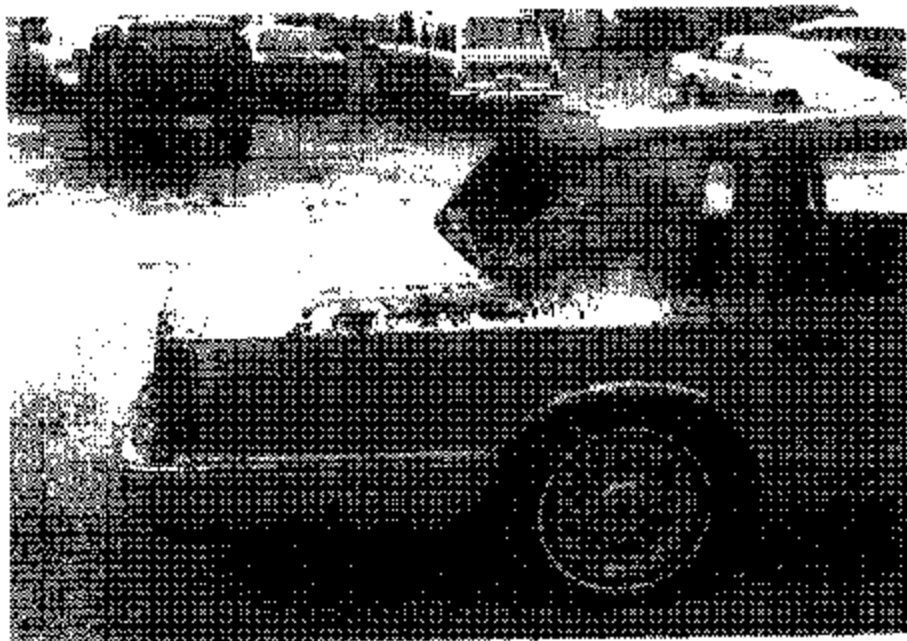


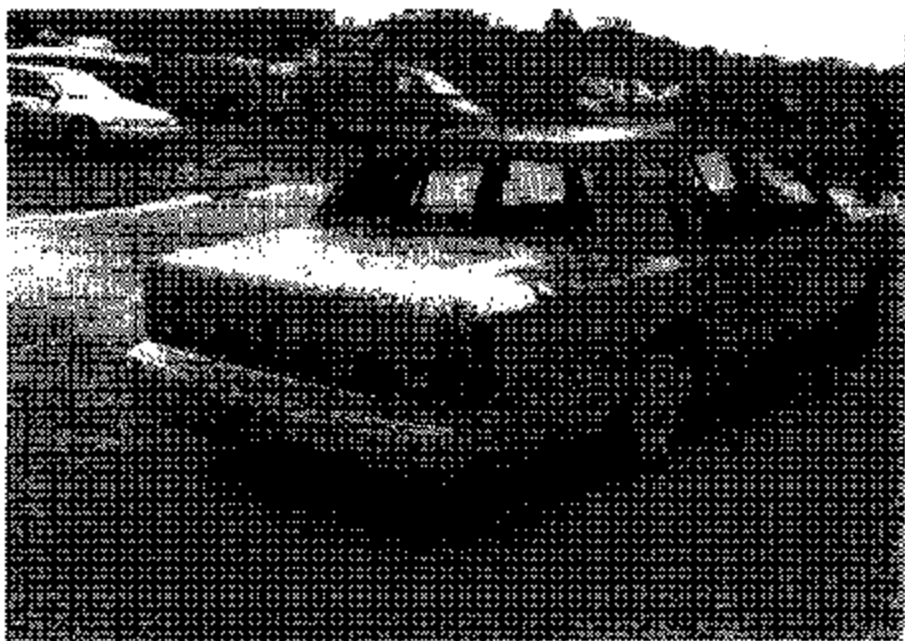


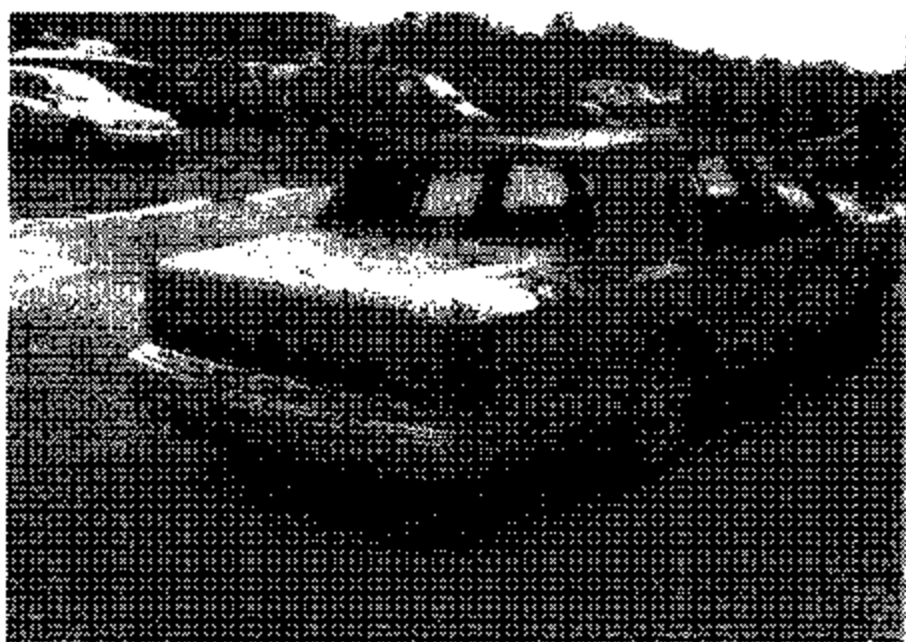
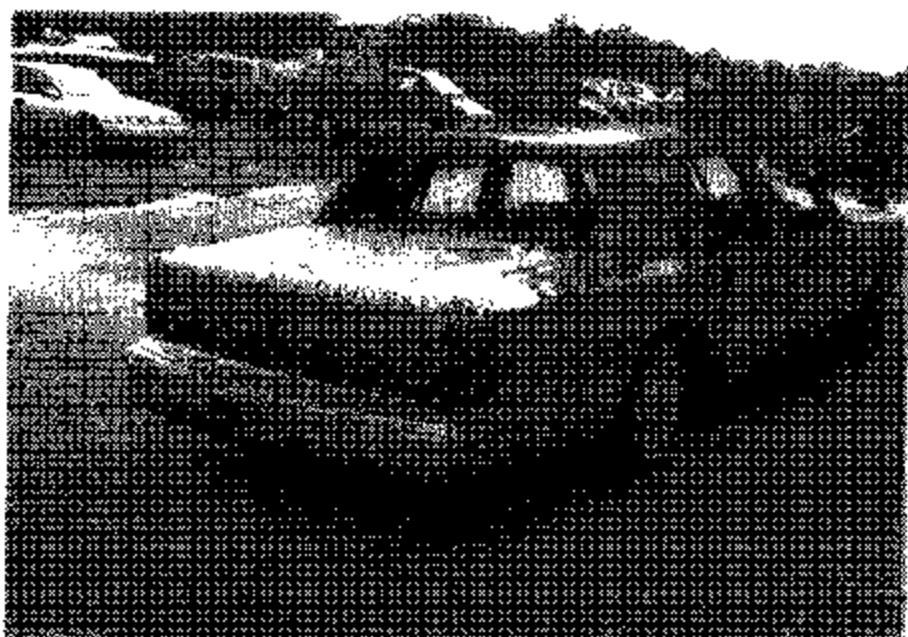


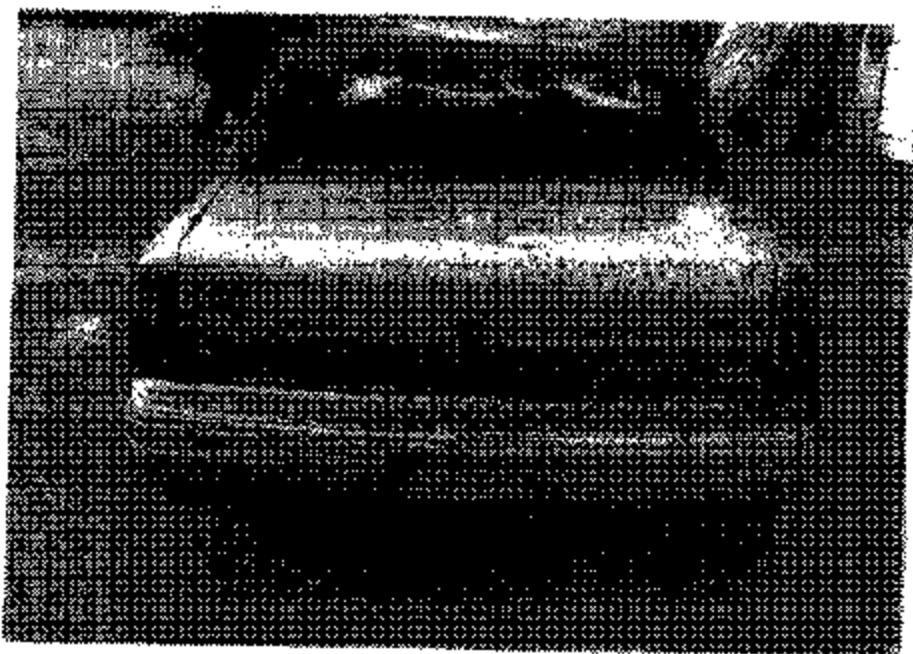


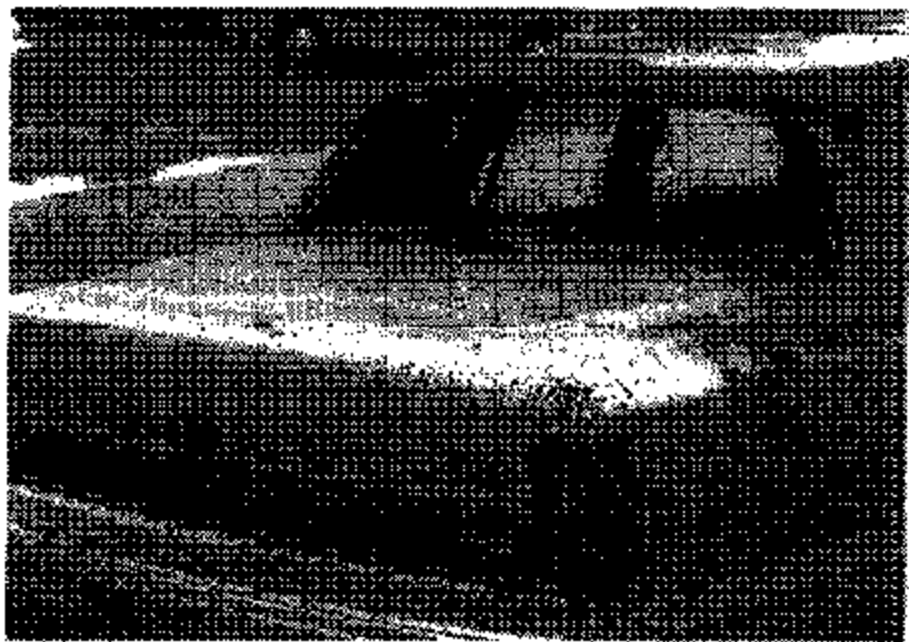
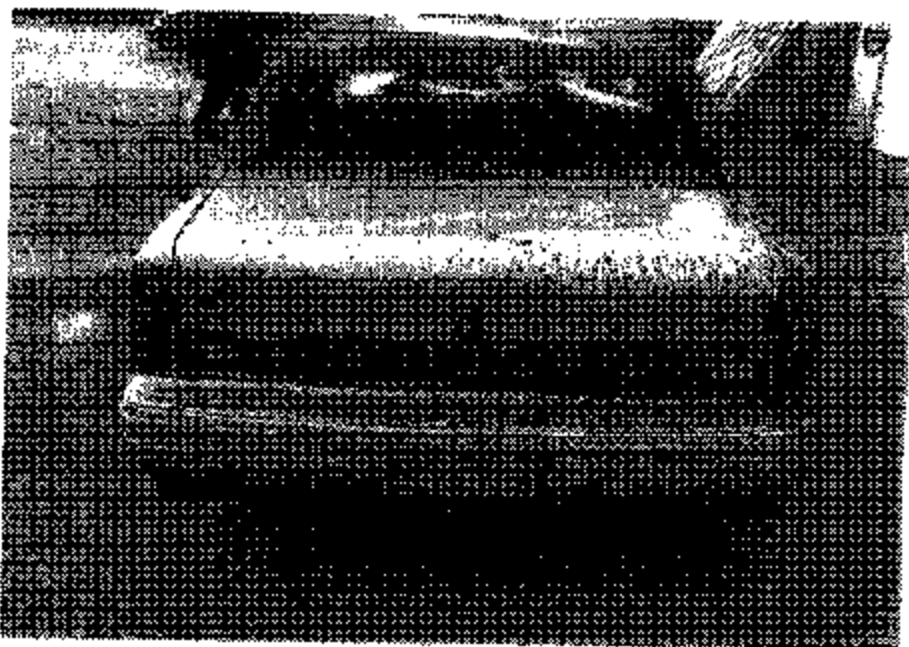














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