

EA02-025

FORD 10/27/03

APPENDIX M

BOOK 20 OF 22

PART A-D

PART B



476490

SNORTON1

TX

ENC-028 13377

OASIS RESULT:**1LNLM82W3RY785819**03/16/2003
07:42:36

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VEHICLE INFORMATION**VEHICLE DESCRIPTION**
1994 TOWN CAR**BODY STYLE**
4 DR SEDAN SIGNATURE**ENGINE**
4.8L SOHC
(ROMEO)**ENGINE
CALIBRATION**
418JF00A**TRANSMISSION**
4 SPD OD AODE**AXLE CODE**
JY**GENERAL WARRANTY INFORMATION****WARRANTY START DATE**
08/11/1994**BUILD DATE**
07/27/1994**SALE MILEAGE****WARNING MESSAGES**

LESS THAN TWO DEALER APPROVED AWA REPAIR VISITS PAID TO DATE

FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

REPAIR HISTORY

NO REPAIR HISTORY ON VEHICLE

END OF OASIS REPORT FOR 1LNLM82W3RY785819

Click [here](#) to view the XML source for this report (IE 5.0 or greater).

InternalPort: 2680 InternalSocket: 19.90.178.26

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 11NLM8ZWR783819 Vch Line: C/VB - TOWN CAR (FN36/FN116) [51-97] Body Shell: *
 Model Year: 1994 Market Derived: C/M - L-M DIVISION DERIVATIVE Navis Eng Serial No: *
 Vch Type: C Drive Code: C/B - 2 WHL LH REAR DRIVE Engine: C/VN - R-M 4.6L SOHC I4
 Inv. Dealer: 11493 Body Chk Style: - 4 DOOR SEDAN-6 LTR Transmission: C/DK - 4 SPD AUTO TRA
 Vehicle Status Code: 820 Version/Series: CBR - SIGNATURE VERSION
 Trans Eng Serial No: _____

NA

Trans Trans Serial No:

NA

BUILD INFORMATION:

Region: NA - 8000000000 Plant: BA - WYCONE PLANT BUILD
 Country: USA - 8000000000 Prod Date: 27-JUL-1994

SALE INFORMATION:

Region: NA - 8000000000 Selling Dealer: 307725 - *
 Country: USA - 8000000000 Selling Dir St/Prov: TX
 Buyer St/Prov: IL
 Arrival Date: 12-AUG-1994 Res Carpet Lease: *
 Sale Date: 11-AUG-1994 Fleet/Battel/Co. Lease: F
 Warranty Start Date: 11-AUG-1994 Modified Vehicle: * Vehicle Coast Flag:
 Orig Warranty Date: 11-AUG-1994 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

W827783819 3 A 8023521303 JB D NY EF GL42 F J672725 2 ANA DE 6 NL
 LAL3 6 D 2 A786A MD M011 A

INSTALLED OPTION INFORMATION:

Air Conditioning:	CC - A/C AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	*	GVW Class Code:	L
Audio Dials:	* - [N/A]	Instructional:	* - [N/A]
Axle Ratio:	BGACC - 3.06 FINAL DRIVE RATIO	Mirror(Driver Side):	* - [N/A]
Axle Type:	BGIAB - NON-LIMITED SLIP REAR AXLE	Mirror(Passenger Side):	* - [N/A]
Battery Amp Rating:	72	Paint:	PNFAA - DEEP JEWEL GREEN CC
Brake Code:	* - [N/A]	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Rails:	AQ - HLSTR PREMIUM AM/PM STROGSTE
Calibration Code:	4187D0A	Sound System:	* - [N/A]
Color(Access):	* - [N/A]	Suspension Axle:	
Color(Trim):	000YD -	Tire Manufacturer:	AJ -
Delivery Type:	M	Tire Brand:	* -
Driveshaft Code:	*	Tire Size:	D3GHP - P215/70R15 WSW
Front Seat:	* - [N/A]	Traction Control:	* - [N/A]
Fuel Type:	* - [N/A]	Wheel Base:	

TIRE DOT INFORMATION:

LF: * RF: *

LR: * RR: *

LI: * RI: *

SPARE: * DOT Plant Manufacturer: * *

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	* Emission Code:	CB - CB
ESP Coverage(Miles):	* Emission Cert Type:	F
ESP Coverage(Year):	* Emission Dowl Brk:	KRL
ESP Plan Year:	* Engine Family:	EPH46V8GAEA
ESP Signature Date:		

Any comments? You can contact

webmaster

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 19-FEB-2003

Note: All Costs are in US Dollars

VIN	AWS VL	WHS VL	MKT DMR	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WOC	PREP	BASE	SUFF	VRT	VPG	CCC	CD
1LNLM82W3RY785819	VB	CVB	CM	CPC	CER	C/B	BA	CDE	C/VN	27-07-94	11-08-94	367725	USA	7	*	6006	*	16612	*	S01	V31	B15	12
AWS Claim Key:		9435618	Doc #:	954588	Trx Code:		2	Labor Hrs:		3	Labor Cost:		12.26	Material Cost:		0	Total Cost:		12.26				
Dir Cl-Sub Cl:		4534-*	Name:		BUDGET RAC - HOUSTON		Pl:	0-*	St: TX		City	USA	Reg Cl:	NA	Rpt Date:		12-FEB-1995	DSTY(MH):0379					
1LNLM82W3RY785819	VB	CVB	CM	CPC	CER	C/B	BA	CDE	C/VN	27-07-94	11-08-94	367725	USA	24	*	3A11	*	7005	*	S11	V48	P66	49
AWS Claim Key:		13266801	Doc #:	01459851	Trx Code:		B04	Labor Hrs:		2	Labor Cost:		92.38	Material Cost:		32.05	Total Cost:		137.25				
Dir Cl-Sub Cl:		04430-*	Name:		HILL MCRAE FORD, INC.		Pl:	903-3852241	St: TX		City	USA	Reg Cl:	NA	Rpt Date:		01-JUN-1996	DSTY(MH):24566					
Cost Comments:		TRANSMISSION HAS VIBRATION IN HIG																					
Tech Comments:		CONTAMINATED TSB FLUSH TRANSMISSION																					
1LNLM82W3RY785819	VB	CVB	CM	CPC	CER	C/B	BA	CDE	C/VN	27-07-94	11-08-94	367725	USA	48	*	2B04	P6PZ	12259	ED	S11	V41	D36	95
AWS Claim Key:		20294881	Doc #:	02381851	Trx Code:		B07	Labor Hrs:		3.4	Labor Cost:		165.33	Material Cost:		57.71	Total Cost:		223.04				
Dir Cl-Sub Cl:		04430-*	Name:		HILL MCRAE FORD, INC.		Pl:	903-3852241	St: TX		City	USA	Reg Cl:	NA	Rpt Date:		06-JUL-1998	DSTY(MH):44102					
Cost Comments:		SHIMMS AT NORMAL DRIVING SPEEDS																					
Tech Comments:		DEFLATION DAMAGE SERVICE BAY DIAGNOSTIC SYSTEM (SHDS) START UP TEST																					
1LNLM82W3RY785819	VB	CVB	CM	CPC	CER	C/B	BA	CDE	C/VN	27-07-94	11-08-94	367725	USA	48	*	5Y05	FIVY	2026	A	S10	V21	N17	14
AWS Claim Key:		20294882	Doc #:	02381851	Trx Code:		B04	Labor Hrs:		3	Labor Cost:		38.89	Material Cost:		138.77	Total Cost:		177.66				
Dir Cl-Sub Cl:		04430-*	Name:		HILL MCRAE FORD, INC.		Pl:	903-3852241	St: TX		City	USA	Reg Cl:	NA	Rpt Date:		06-JUL-1998	DSTY(MH):44102					
Cost Comments:		VIBRATION IN VEHICLE WHEN APPLYING BRAKES AT HIGHWAY SPEEDS																					
Tech Comments:		WARPED DISC BRAKE ROTOR FRONT REPLACE																					

Any comments? You can contact

-H>

ENTER VIN --> 1LNLM82W3RY785819

NAME --> TARABORELLI

ZIP --> 757859433

MODEL YR -->

OWNER NAME :

STREET ADDR :

CITY : RUSK

N/A YY-MM-DD 95-06-16

ST/PRV: TX CTRY:

ZIP/POSTAL CODE: N/A SOURCE: P

MODEL YEAR : 94 PLANT: Y

SALE YY-MM-DD 94-08-11

BODY STYLE DESC: 4 DR SEDAN SIGNATURE

PRODUCTION YY-MM-DD 94-07-27

VEHICLE DESC : 1994 TOWN CAR

	DIVISION	DISTRICT	ZONE	DEALER	PDC CODE	FCSD REGION
SHIP-TO	3	88	E	207	51	CC
FACING	3	67	E	725		
RESPONSIBLE	3	67	E	305		

CA EMISSION :

ENGINE TAG CODE : EG812AA

CAMPAIGN COUNTS

NAVIS STATUS : 800

COMPANY CAR IND :

TOTAL CAMPAIGNS : 02

DSO DISTRICT :

FLEET CODE :

OPEN : 01 CLOSED : 01

DSO NUMBER :

FLEET STATUS :

ACTIVE: 01 HISTORY: 01

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

OGDB166

ENTER CAMPAIGN NUMBER==> 96L12 VIN==> 1LNLM82W3RY785819 TYPE OF SEARCH: A
MODEL YEAR: 94 DEFECT: PASS AIR BAG BODY STYLE: 4 DR SEDAN SIGNATURE
NEW STATUS CODE: CAMP DIV : 6
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE : CJ
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: IND: MATCH CODE: 1
CURRENT: 3 67 305 ASSIGNED: 96-12-18 SOURCE: PX EXTRACT DATE: 96-12-18
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC
F FORCED COMPLETION 98-01-22 B 98-01-22 OL
M RELEASED FOR MAILING 97-02-17
H AWAITING MAILING 96-11-24

DELETE REASON:

F1-INQUIRY F2-G140 F3-EXIT F5-G130 F7-FIRST F8-NEXT F9-MORE STATUS
F10-ADD STATUS F11-REVISE (ALL DATA FIELD DATES YY-MM-DD)
I037-NO MORE DATA TO DISPLAY

OGDS166

ENTER CAMPAIGN NBR ==> 96L12 VIN ==> 1LNLM82W3RY785819

DEFECT : PASS AIR BAG BODY STYLE DESC: 4 DR SEDAN SIGNATURE
RESP DEALER : 367305 BEGINNING MAILED DATE: 97-03-08 YY-MM-DD
RELEASE DESC : NI PART KIT CODE ENDING MAILED DATE : 97-03-20 YY-MM-DD
CAMPAIGN DIV : 6 FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS: D
STREET ADDR1 :
ADDR2 : ST/PRV: TX
CITY : RUSK CTRY:
ZIP/POSTAL CODE: N-A SOURCE: P N-A EFF DATE: 95-06-16 YY-MM-DD

RESP DEALER : BEGINNING MAILED DATE: YY-MM-DD
RELEASE DESC : ENDING MAILED DATE : YY-MM-DD
CAMPAIGN DIV : FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS:
STREET ADDR1 :
ADDR2 : ST/PRV:
CITY : CTRY:
ZIP/POSTAL CODE: N-A SOURCE: N-A EFF DATE: YY-MM-DD
F1-INQUIRY F3-EXIT F4-QUIT F5-G150 F7-FIRST PAGE F8-NEXT PAGE F9-G140
1048-LAST PAGE OGDB166

ENTER CAMPAIGN NUMBER==> 95B79 VIN==> 1LNLM82W3RY785819 TYPE OF SEARCH: H
MODEL YEAR: DEFECT: PASS AIR BAG BODY STYLE:
NEW STATUS CODE: CAMP DIV :
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE :
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: - - - IND: MATCH CODE:
CURRENT: ASSIGNED: SOURCE: EXTRACT DATE:
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC
M RELEASED FOR MAILING 96-02-05

DELETE REASON:

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

OGDB166

ENTER CAMPAIGN NBR ==> 95B79

VIN ==> 1LNLM82W3RY785819

DEFECT : _____ BODY STYLE DESC: _____
RESP DEALER : _____ BEGINNING MAILED DATE: _____ YY-MM-DD
RELEASE DESC : _____ ENDING MAILED DATE : _____ YY-MM-DD
CAMPAIGN DIV : _____ FLEET CODE: _____ FLEET MGMT LOC CODE: _____
LAST NAME : _____ INITIALS: _____
STREET ADDR1 : _____
ADDR2 : _____ ST/PRV: _____
CITY : _____ CTRY: _____

ZIP/POSTAL CODE: _____ N-A SOURCE: _____ N-A EFF DATE: _____ YY-MM-DD

RESP DEALER : _____ BEGINNING MAILED DATE: _____ YY-MM-DD
RELEASE DESC : _____ ENDING MAILED DATE : _____ YY-MM-DD
CAMPAIGN DIV : _____ FLEET CODE: _____ FLEET MGMT LOC CODE: _____
LAST NAME : _____ INITIALS: _____
STREET ADDR1 : _____
ADDR2 : _____ ST/PRV: _____
CITY : _____ CTRY: _____

ZIP/POSTAL CODE: _____ N-A SOURCE: _____ N-A EFF DATE: _____ YY-MM-DD

F1-INQUIRY F3-EXIT F4-QUIT F5-G150 F7-FIRST PAGE F8-NEXT PAGE F9-G140

E504-CAMPAIGN FOR THIS VIN NOT FOUND

OGDB166

ENTER CAMPAIGN NUMBER--> 95B79 VIN--> 1LNLM82W3RY785819 TYPE OF SEARCH: H
MODEL YEAR: DEFECT: TRANSMITTER BODY STYLE:
NEW STATUS CODE: CAMP DIV :
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE :
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: IND: MATCH CODE:
CURRENT: ASSIGNED: SOURCE: EXTRACT DATE:
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC

DELETE REASON:

F1-INQUIRY F2-Q140 F3-EXIT F5-Q130 F7-FIRST F8-NEXT F9-MORE STATUS
F10-ADD STATUS F11-REVISE (ALL DATA FIELD DATES YY-MM-DD)
E807-END OF CAMPAIGNS FOR VEHICLE - CURRENT AND HISTORY DATABASES

OGDB166

Claim Detail Report

Note: All costs are in US dollars

Model Year = 1994; Claim Key = 8435618

Vehicle Information

Model Year: 1994

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

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

Version/Series: C/BR-SIGNATURE VERSION

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

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

Warranty Start Date: 11-AUG-1994

Production Date: 27-JUL-1994

VIN: 1LNLM82W3RY785819

Claim Information

Document Number: 966580

Repair Date: 12-FEB-1995

Distance: 8373

TIS: 7

Dealer Information:

Dealer Name: BUDGET RAC - HOUSTON

Dealer Code: 45384 - *

Address: 15840 JOHN F KENNEDY BLVD

City: HOUSTON

State: TX Zip Code: 77032

Country: USA Region Code: NA

Phone: (*)*-*

Expense Information

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 12.26

Misc. Expense Amount: 0

Part Markup Amount: 0

Material Cost: 0

Total Cost Gross: 12.26

Cust. Concern Code: B15 - BODY PANEL HARD TO CLOSE

Condition Code: 12 - IMPROPER ASSEMBLY

Technician Comment:

Customer Comment:

Labor Op Code	Labor Op Description	Labor Op Cost
16612A	HOOD ASSEMBLY / FRONT END ASSEMBLY ALIGN	0

Causal	Full Part Number	Part	Part	Extended
Flag	PREF BASE SUFF	Description	CPSC	Quantity Amount
Y	* 16612	* HOOD	010205	0 0

DTC Sections: MIL Light ON = N

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Claim Detail Report

Note: All costs are in US dollars

Model Year = 1994; Claim Key = 15396801

Vehicle Information

Model Year: 1994

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

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

Version/Series: C/BR-SIGNATURE VERSION

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

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

Warranty Start Date: 11-AUG-1994

Production Date: 27-JUL-1994

VIN: 1LNLM82W3RY785819

Claim Information

Document Number: 01459851

Repair Date: 01-JUL-1996

Distance: 24566

TIS: 24

Dealer Information:

Dealer Name: BILL MCRAE FORD, INC.

Dealer Code: 04430 - *

Address: 1511 E RUSK ST

City: JACKSONVILLE

State: TX Zip Code: 75766

Country: USA Region Code: NA

Phone: (903)586-2241

Expense Information

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 92.38

Misc. Expense Amount: 0

Part Markup Amount: 12.82

Material Cost: 32.05

Total Cost Gross: 137.25

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

Condition Code: 49 - CONTAMINATED/FOREIGN

Technician Comment: CONTAMINATED TSB FLUSH TRANSMISSION

Customer Comment: TRANSMISSION HAS VIBRATION IN HIG

Labor Op Code Labor Op Description Labor Op Cost

940217A REPLACE 92.38

Causal	Full Part Number	Part	Part	Extended			
Flag	PREF	BASE	SUFF	Description	CPSC	Quantity	Amount
N	XT	2	QDX	MOTORCRAFT BATTERY	190101	12	18.6
N	F2VY	7A191	A	GASKET OIL PAN	070100	1	6.5
N	F2VY	7A098	A	SCREEN ASY - OIL PAN	070100	1	6.95
Y	*	7003	*	TRANS ASY-LESS CNVTR	070100	0	0

DTC Sections: MIL, Light ON = Y

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact

webmaster

ERR2-025 13300

Claim Detail Report

Note: All costs are in US dollars

Model Year = 1994; Claim Key = 20694881

Vehicle Information

Model Year: 1994

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

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

Version/Series: C/BR-SIGNATURE VERSION

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

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

Warranty Start Date: 11-AUG-1994

Production Date: 27-JUL-1994

VIN: 1LNLM82W3RY785819

Claim Information

Document Number: 02381851

Repair Date: 06-JUL-1998

Distance: 44102

TIS: 48

Dealer Information:

Dealer Name: BILL MCRAE FORD, INC.

Dealer Code: 04430 - *

Address: 1511 E RUSK ST

City: JACKSONVILLE

State: TX Zip Code: 75766

Country: USA Region Code: NA

Phone: (903)586-2241

Expense Information

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 165.33

Misc. Expense Amount: 0

Part Markup Amount: 16.49

Material Cost: 57.71

Total Cost Gross: 223.04

Cust. Concern Code: D36 - ENGINE HESITATES/SURGES WHEN ACCELERATING

Condition Code: 95 - INSULATION DAMAGE

Technician Comment: INSULATION DAMAGE SERVICE BAY DIAGNOSTIC SYSTEM (SBDS) START UP TEST

Customer Comment: SURGES AT NORMAL DRIVING SPEEDS

Labor Op Code	Labor Op Description	Labor Op Cost
15650E	SERVICE BAY DIAGNOSTIC SYSTEM (SBDS) START-UP TEST	4.86
15650E1	EEC SELF-TEST TEST	19.45
15650E1X1	EXTRA TIME TO REPEAT FINAL QUICK TEST	4.86
15650E2	PIN POINT TEST (SBDS) TEST	14.59
15650E3	DCL DISPLAY TEST	14.59
15650E10	POWER BALANCE / SPARK DURATION TEST	14.59

15650E12	IGNITION SYSTEM TESTS TEST	14.59
15650E18	IDLE DATA DISPLAY TEST	14.59
15650E20	FUEL PRESSURE & LEAKDOWN TEST	14.59
15650E24	RELATIVE INJECTOR FLOW TEST	14.59
12259A	SPARK PLUG WIRES REPLACE	34.03

Causal	Full Part Number	Part	Part	Extended
Flag	PREF BASE SUFF	Description	CPSC Quantity	Amount
Y	F6PZ 12259 KD	WIRE SET-SPARK PLUGS 030704	1	57.7

DTC Sections: MIL Light ON = *

Flag Test Type Malfunction Cd Malfunction Cd Description Monitor Cd Monitor Cd Description

Any comments? You can contact

webmaster

E862-625 1382

Claim Detail Report

Note: All costs are in US dollars

Model Year = 1994; Claim Key = 20694882

Vehicle Information

Model Year: 1994

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

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

Version/Series: C/BR-SIGNATURE VERSION

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

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

Warranty Start Date: 11-AUG-1994

Production Date: 27-JUL-1994

VIN: 1LNLM82W3RY785819

Claim Information

Document Number: 02381853

Repair Date: 06-JUL-1998

Distance: 44102

TIS: 48

Dealer Information:

Dealer Name: BILL MCRAE FORD, INC.

Dealer Code: 04430 - *

Address: 1511 E RUSK ST

City: JACKSONVILLE

State: TX Zip Code: 75766

Country: USA Region Code: NA

Phone: (903)586-2241

Expense Information

Customer Paid Amount: 0

Deductible Amount: 0

Dealer Paid Amount: 0

Labor Cost: 38.89

Misc. Expense Amount: 0

Part Markup Amount: 39.65

Material Cost: 138.77

Total Cost Gross: 177.66

Cust. Concern Code: N27 - VIBRATION OR SHUDDER WHILE BRAKING

Condition Code: 14 - SURFACE ROUGH/UNEVEN

Technician Comment: WARPED DISC BRAKE ROTOR FRONT REPLACE

Customer Comment: VIBRATION IN VEHICLE WHEN APPLYING BRAKES AT HIGHWAY SPEEDS

<u>Labor Op Code</u>	<u>Labor Op Description</u>	<u>Labor Op Cost</u>
1102BT	DISC BRAKE ROTOR - FRONT REPLACE	29.17
1102B1	BRAKE ROTOR RUNOUT CHECK	9.72

<u>Causal</u>	<u>Full Part Number</u>	<u>Part</u>	<u>Part</u>	<u>Extended</u>			
<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>CPSC</u>	<u>Quantity</u>	<u>Amount</u>
Y	F1VY	2C026	A	ROTOR-RR WHL DISC BK 060401	2	138.76	

DTC Sections: MIL Light ON - *

Flag	Test Type	Malfunction Cd	Malfunction Cd Description	Monitor Cd	Monitor Cd Description
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Any comments? You can contact

webmaster

ERR-025 13364

**LAW OFFICES OF
SAMUEL E. DUNN**

M. DEAN SOLOMON
Attorney at Law

10850 RICHMOND AVENUE
SUITE 300
HOUSTON, TEXAS 77042

TELEPHONE (713) 787-4388
FACSIMILE (713) 787-4389

February 18, 2003

URGENT

VIA FAX 313/845-4899

Ms. Shawn Norton
Ford Motor Company
Parklane Towers West, Suite 300
Three Parklane Blvd.
Dearborn, MI 48126-2568

Re: Insured: [REDACTED]
DOL: 02/12/2003
Claim No.: [REDACTED]

New
(Shawn)

Dear Ms. Norton:

I am with the Staff Counsel offices of Travelers Indemnity Company and I am working for it, its affiliates and subsidiaries (Travelers). This will put you on notice of a claim against Ford Motor Company that arises from a fire that originated in a 1994 Lincoln Town Car, VIN 1LNLM82W3RY785819, causing damage to the adjoining building. The fire took place at [REDACTED] Houston, Texas and the vehicle is still located at the fire scene.

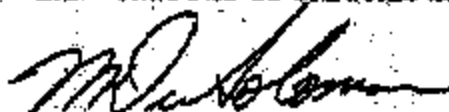
I would like to give Ford the opportunity to inspect the vehicle while still the same location it was in at the time of the fire. Please contact the undersigned with available dates for the inspection. There are numerous parties involved in this inspection as it was a rental property with two tenants that burned.

Please contact me within 7 days of your receipt of this correspondence to schedule a time for the inspection. If I do not hear from you within 7 days, I will assume Ford has no interest in viewing the vehicle at the scene.

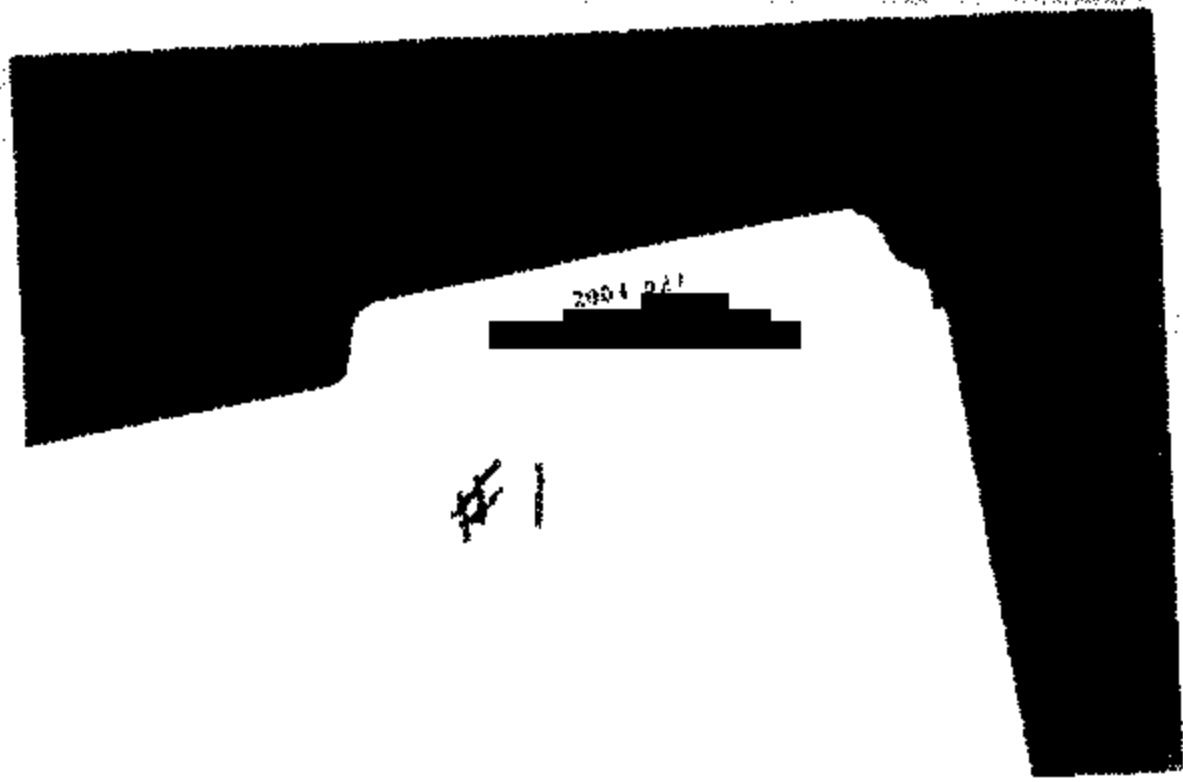
I look forward to hearing from you at your earliest convenience with dates for the inspection. Should you have any questions or need additional information immediately, please do not hesitate to contact me.

Very truly yours,

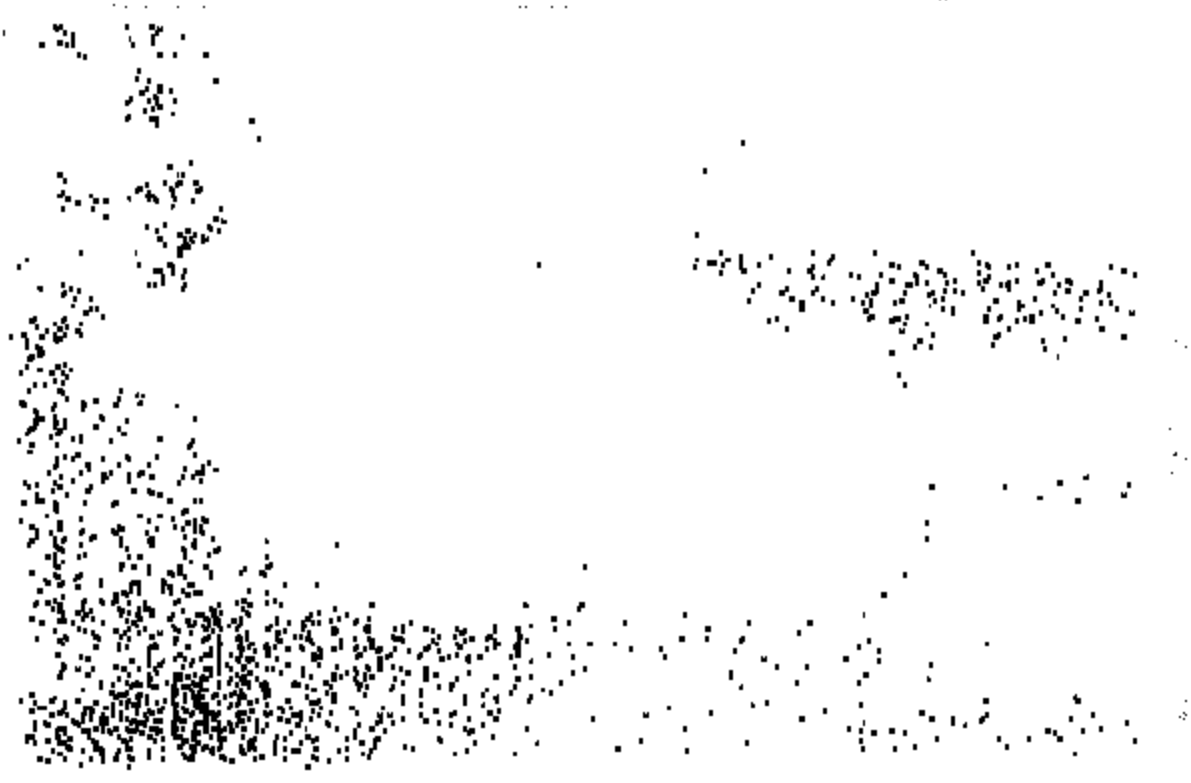
LAW OFFICES OF SAMUEL E. DUNN



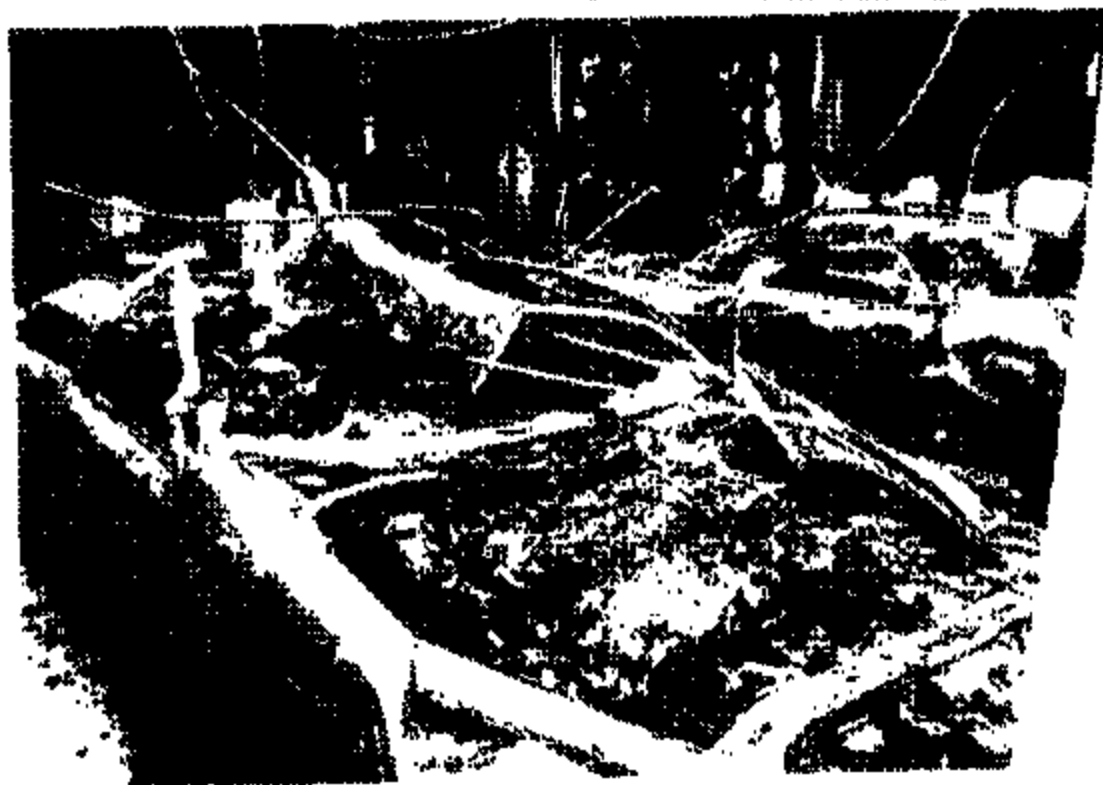
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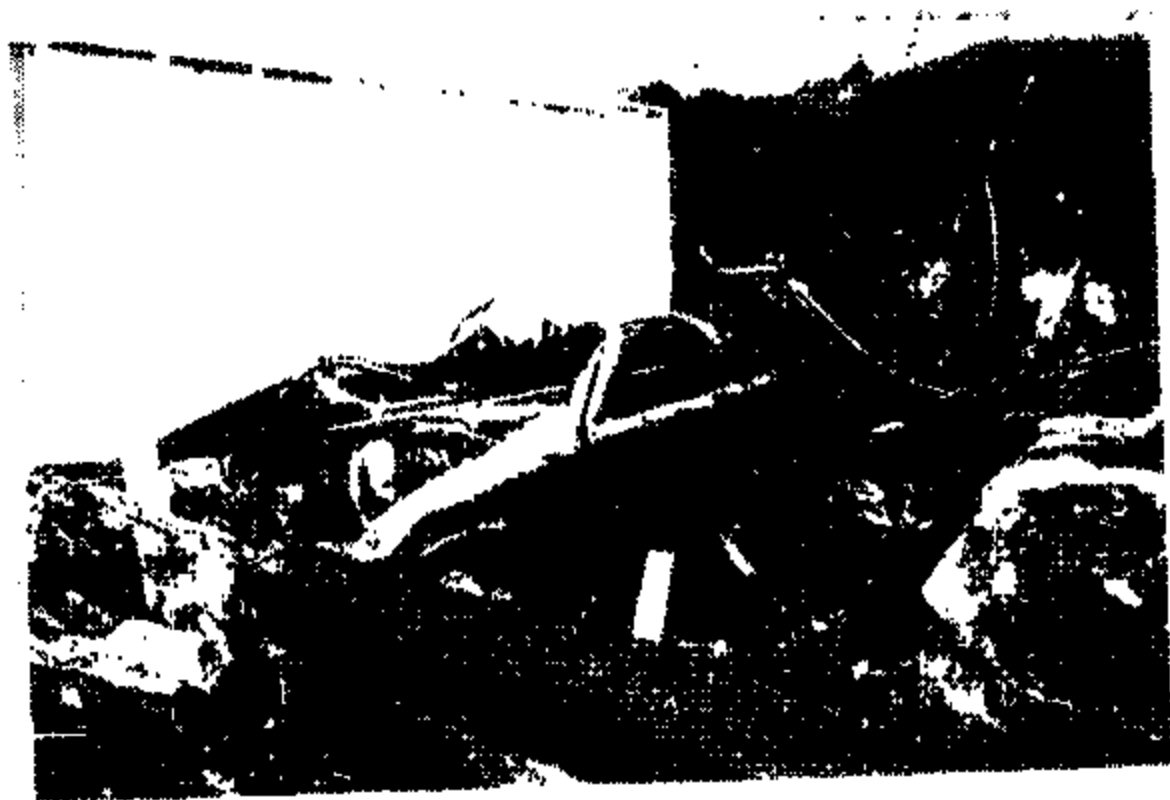
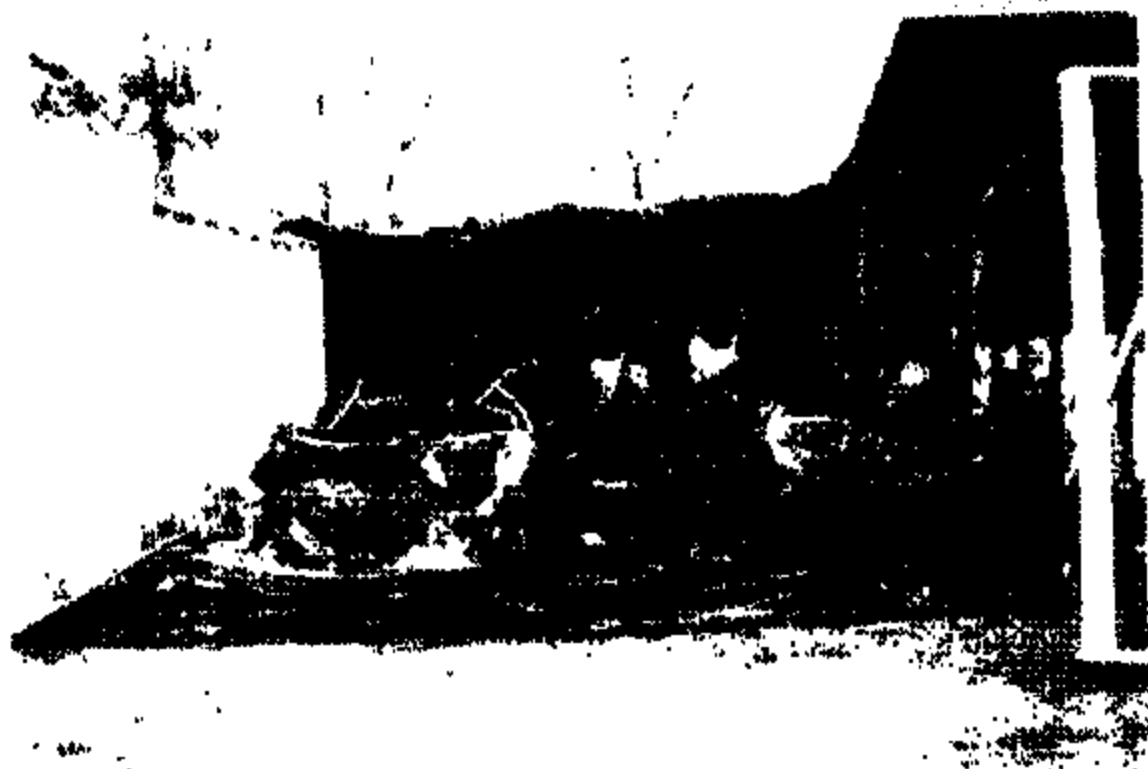
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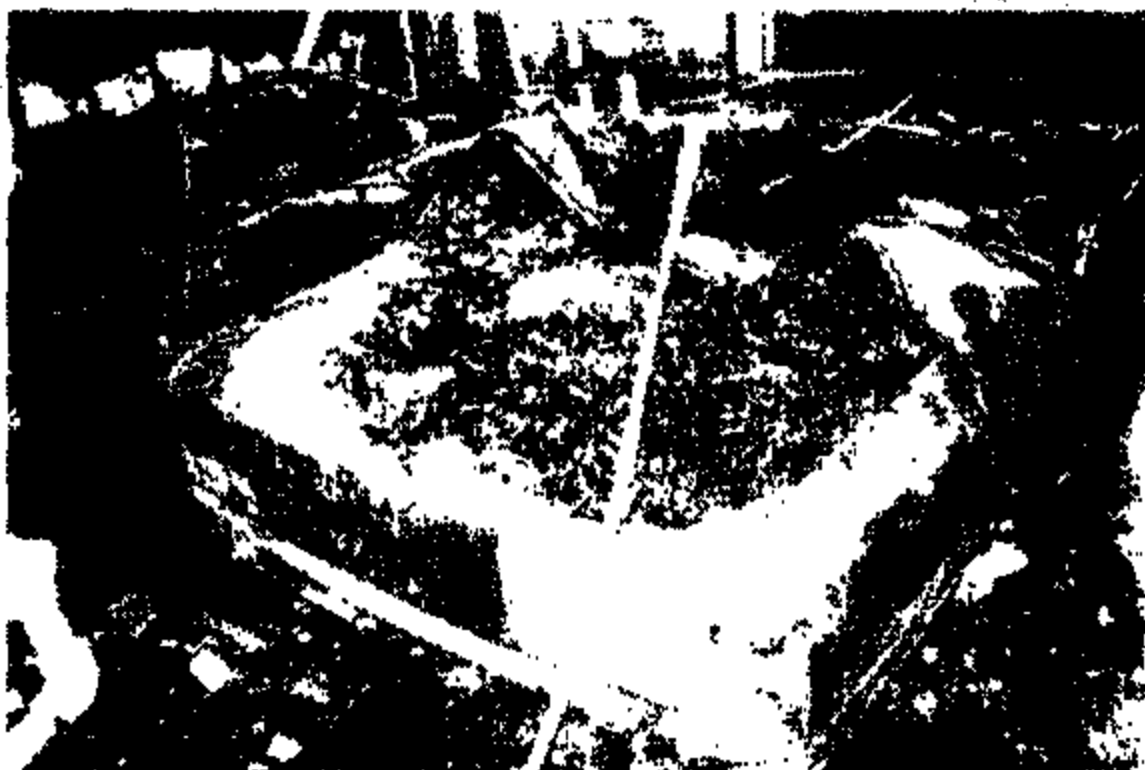






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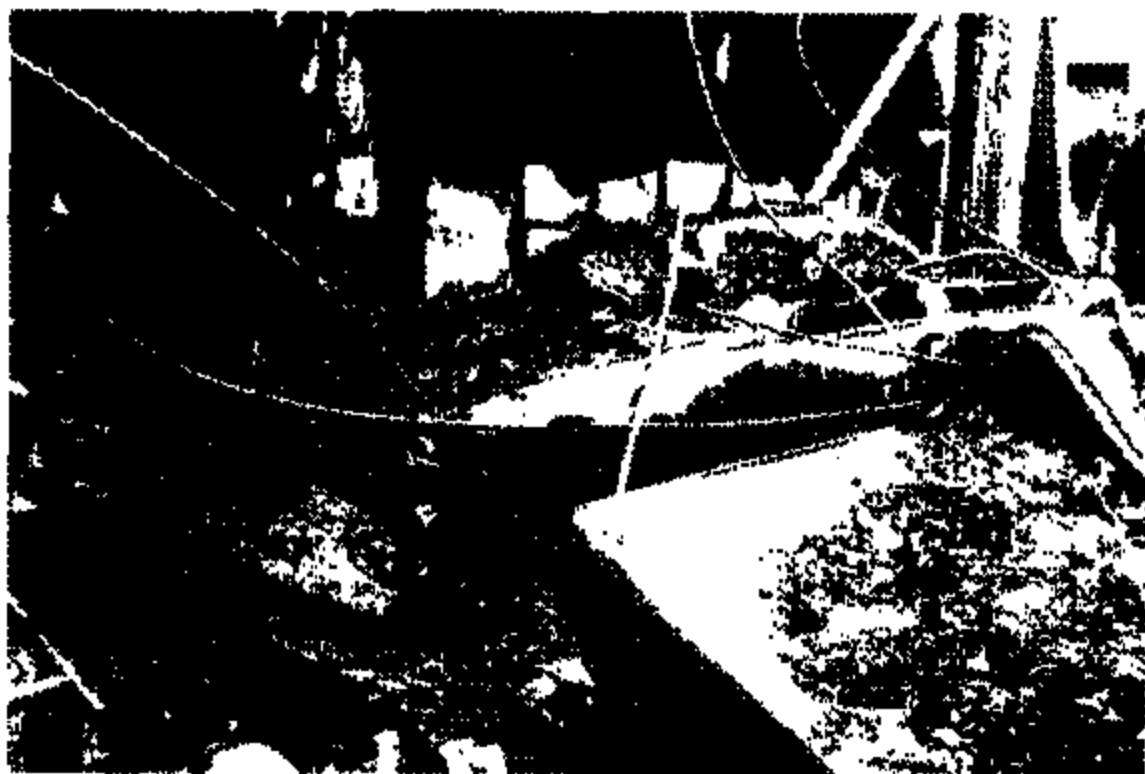
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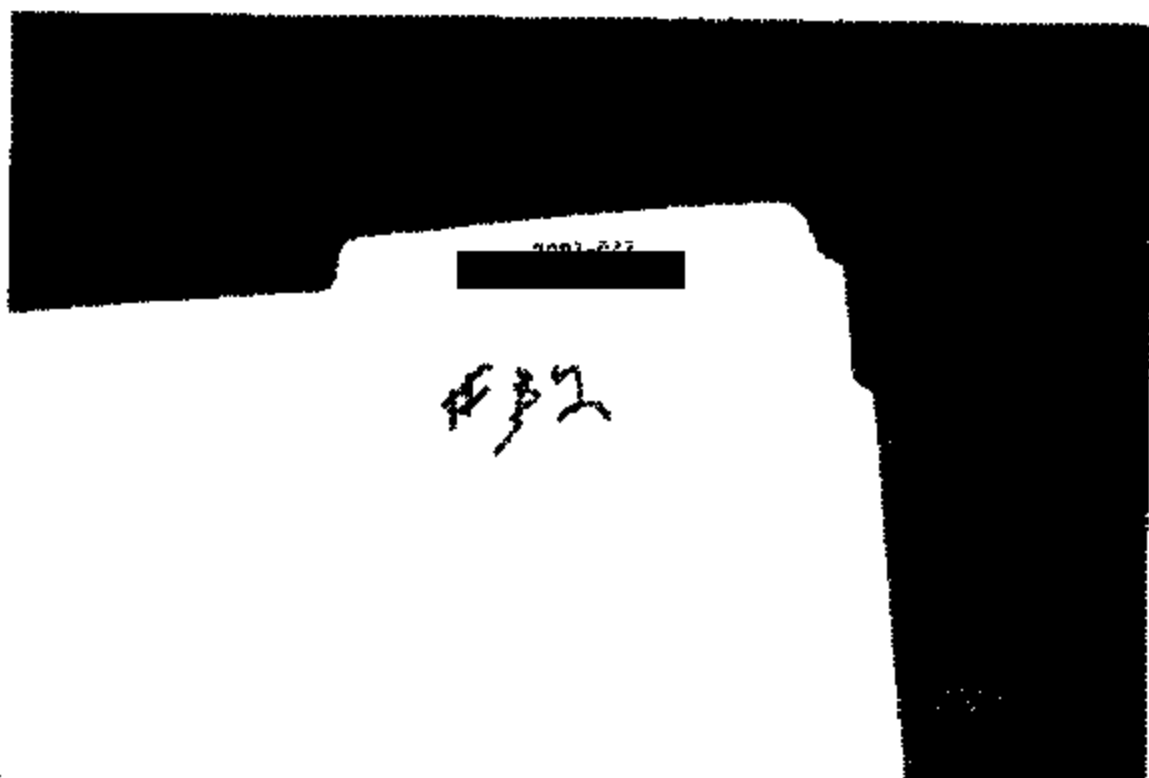
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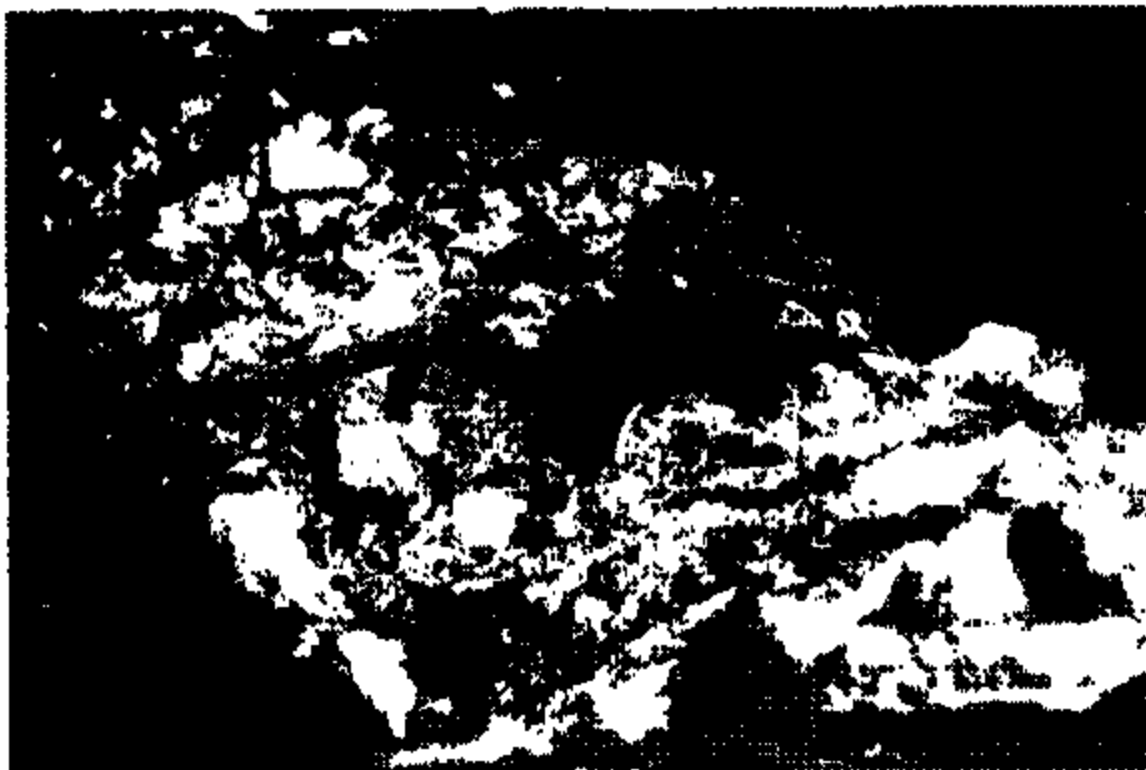


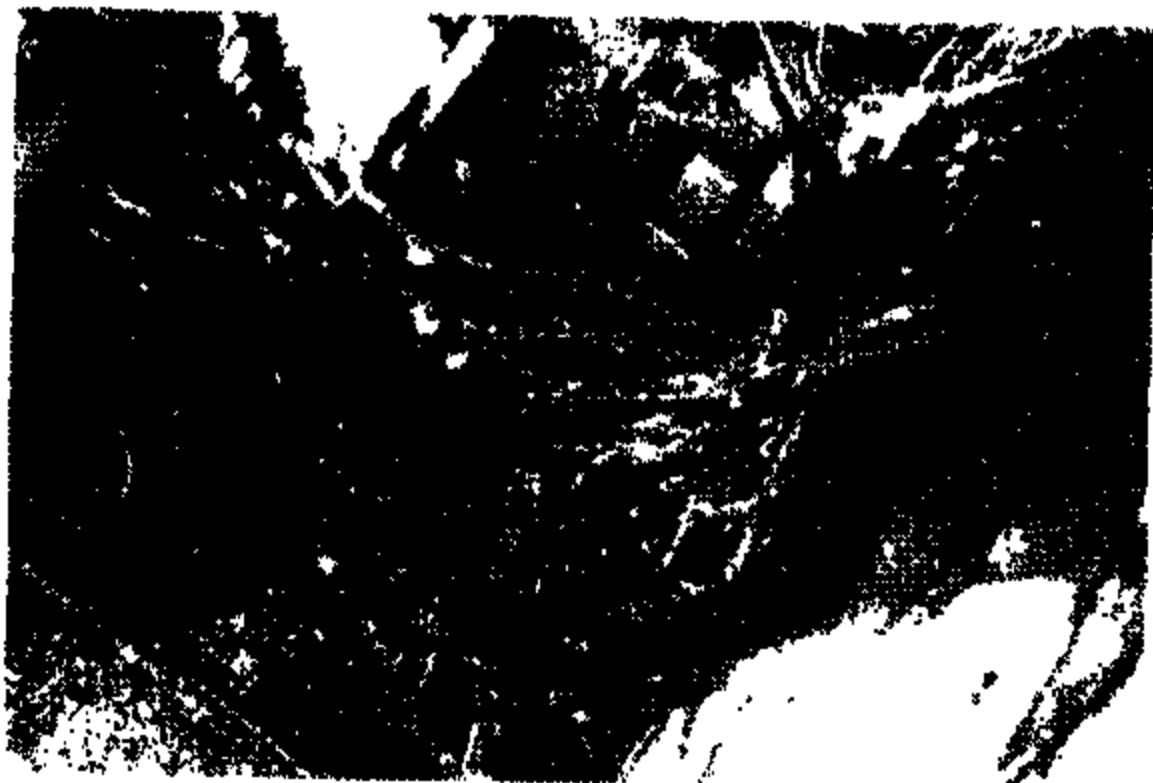
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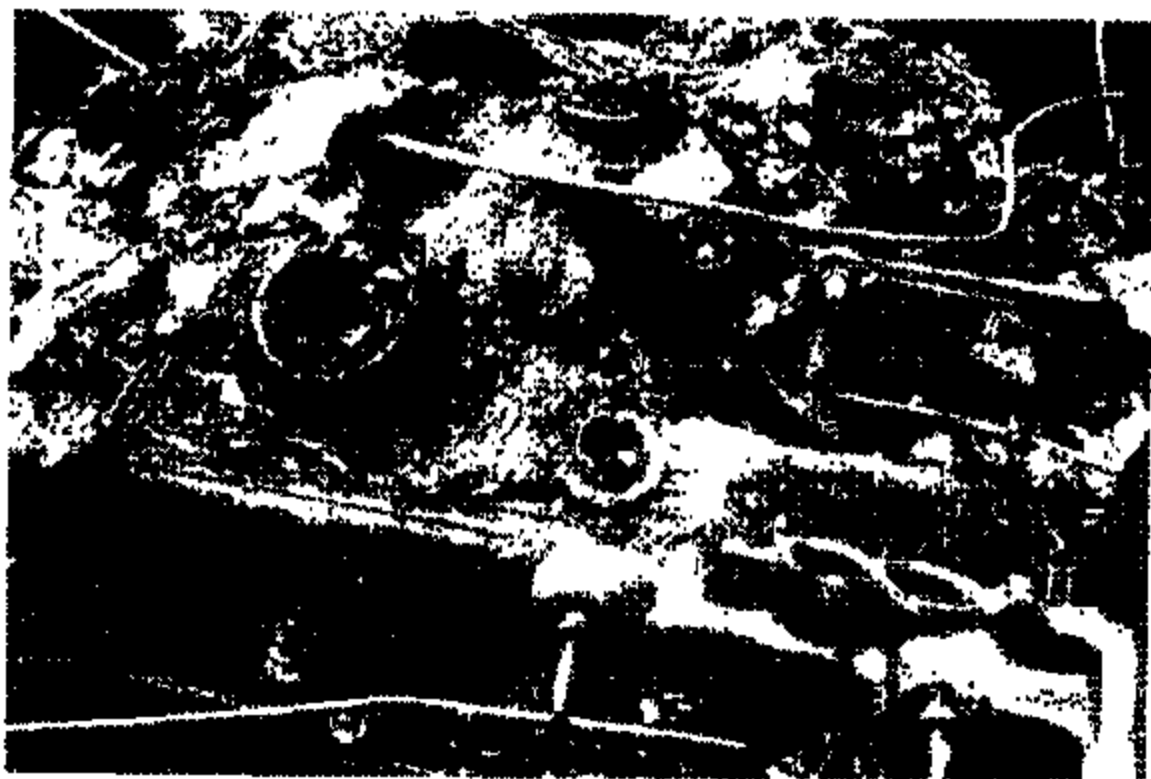


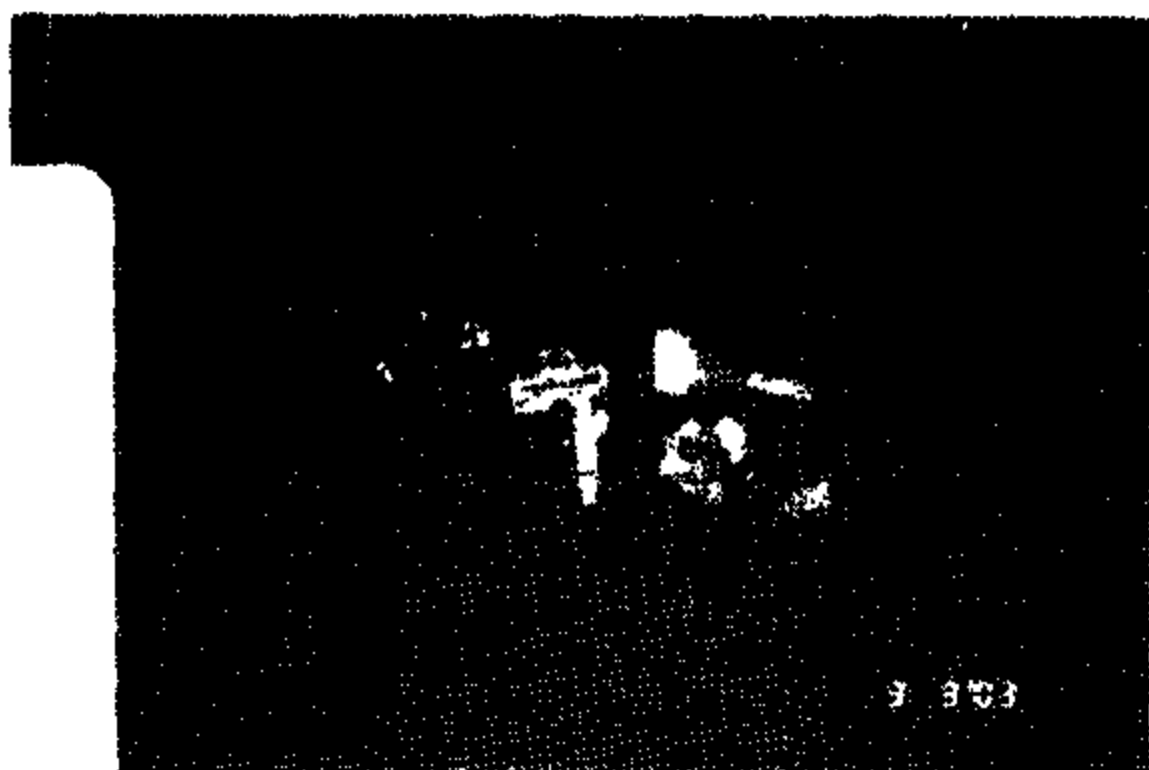
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EN62-625 28782

FILED
JUN 27 2003

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, IL

[REDACTED]
Plaintiffs,

v.

FORD MOTOR COMPANY, TEXAS
INSTRUMENTS, INC., and E.I. DUPONT
de NEMOURS

Defendants.

Case No:

(3187)

JURY DEMAND

FIRST COMPLAINT AT LAW

NOW COMES Plaintiff, ALLSTATE INSURANCE COMPANY, (hereinafter "Allstate"), as subrogee of [REDACTED] (hereinafter [REDACTED]), and files its complaint against Defendants Ford Motor Company, (hereinafter "Ford"), Texas Instruments, Inc. hereinafter ("TI") and E.I. DuPont de Nemours and Company (hereinafter "DuPont") and states as follows:

1. Allstate is an Illinois corporation with its principal place of business in Northbrook, Illinois.
2. Ford is a Michigan corporation with its principal place of business in Detroit, Michigan.
3. TI is a Texas corporation with principal places of business in Dallas, Texas.
4. DuPont is a Delaware corporation with its principal place of business in Wilmington, Delaware.

GENERAL ALLEGATIONS

5. This action arises out of a fire loss originating from a 1993 Mercury Grand Marquis, (hereinafter "vehicle") owned by the Uferts.

6. Allstate was the property and/or automobile insurer of the Uferts at all times relevant to this proceeding.

7. Pursuant to her insurance policy with Allstate, the [REDACTED] made a claim seeking indemnification and reimbursement for damages resulting from a fire on August 4, 2002, at the [REDACTED] home located at 137 Roswood Lane, East Alton, Illinois.

8. Subsequent to the claim by the [REDACTED], Allstate conducted an investigation to determine the amount of damages and the cause of the fire.

9. Pursuant to its policies of insurance, Allstate paid the [REDACTED] a total sum in excess of \$80,000.

10. In consideration of payments made by Allstate to the [REDACTED], the [REDACTED] subrogated to Allstate all rights, claims, and interests that they may have against any person or entity that may be liable for causing the reimbursed damage to his real and personal property, as well as any and all additional living expenses incurred as a result of the aforementioned fire losses.

FACTUAL ALLEGATIONS

11. In 1998, the [REDACTED] purchased a Mercury Grand Marquis, Vehicle Identification Number 2MELM75W9PX674293, from Creams Lincoln Mercury in St. Louis, Missouri.

12. At all times relevant herein, Ford designed, manufactured, fabricated, inspected, tested, distributed and/or sold the subject vehicle.

13. Based upon information and belief, the vehicle was equipped with factory installed electrical component(s) designed, manufactured, fabricated, inspected, tested, distributed and/or sold by TI.

14. Based upon information and belief, the TI factory installed electrical component(s) contained a seal comprised of KAPTON, a synthetic material designed, manufactured, inspected, tested, distributed and/or sold by DuPont.

15. Subsequent to purchasing the subject vehicle, the [REDACTED] used the vehicle for the customary, normal, and foreseeable use of providing transportation.

16. Based upon information and belief, a defective speed control deactivation switch, and possibly other defective electrical components, existed in the [REDACTED] vehicle at the time of the fire loss.

17. Upon information and belief, the defective speed control deactivation switch and other electrical components within the vehicle malfunctioned and ignited causing the fire related damage to the [REDACTED] home and contents, as well as additional living expenses.

18. Investigation revealed that the subject fire was caused when internal brake fluid leaked, resulting in internal corrosion in the cruise control deactivation switch, which created a conductive path to ground.

19. At all times relevant to this proceeding, Ford and TI were aware of the defective condition of the vehicles before the subject fires occurred.

20. The [REDACTED] fire was caused by the failure method noted in paragraphs 23 and 24 (above).

COUNT I
NEGLIGENCE-FORD

21. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count I.

22. Ford owed a duty to Plaintiff to exercise reasonably prudent and ordinary care in, among other things, the design, manufacture, fabrication, testing, inspection, sale and/or distribution of the vehicles at issue and/or their parts and/or components.

23. Ford breached this duty by, among other things, negligently designing, manufacturing, fabricating, testing, inspecting, selling and/or distributing the vehicles at issue and/or their parts and/or components.

24. Ford's negligent acts or omissions include, but are not limited to:

- (a) Selling defective vehicles and/or their component parts when it knew, or should have known, subjected Plaintiff's insured's real and personal property to an unreasonable risk of harm;
- (b) Selling vehicles and/or their component parts when it knew, or should have known, that the vehicle could not be used without unreasonable risk of harm to Plaintiff's insured's real and personal property;
- (c) Failing to timely and properly warn Plaintiff and Plaintiff's insured of the subject vehicle's defective condition when it knew, or should have known, that the vehicle created an unreasonable risk of harm to the [REDACTED] property;
- (d) Failing to adequately, properly and/or safely inspect, test, and/or repair the vehicle and/or its components and to make the necessary corrections and adjustments, which inspections, tests, or repairs if properly performed would have revealed the existence of the vehicle's dangerous conditions;
- (e) Failing to properly design the vehicle and/or its component parts;
- (f) Failing to properly manufacture, construct and/or fabricate the vehicle and/or its component parts;

- (g) Failing to manufacture, construct and/or fabricate the vehicle in a workmanlike manner;
- (h) Continuing to manufacture, construct, fabricate and/or distribute such vehicles when it knew, or should have known, that the dangerous characteristics of these vehicles caused an unreasonable risk of harm;
- (i) Using improper and/or inadequate parts, components and/or materials in the construction and manufacture of its vehicles;
- (j) Failing to adequately, properly and/or safely instruct and/or train its servants, employees, agents and/or others as to the proper design, manufacture, construction, fabrication, installation, inspection, testing, operating and/or maintenance procedures with regard to its vehicles;
- (k) Failing to provide, establish and/or follow proper and adequate controls and/or procedures so as to ensure the safety and integrity of the vehicles and/or the vehicles' parts and/or the vehicle's components.
- (l) Failing to design, construct, manufacture, fabricate, install, inspect, test, operate and/or maintain the vehicles and/or their parts and/or their components in conformity with the prevailing industry and/or governmental specifications and standards;
- (m) Failing to adequately, properly and/or safely supervise its servants, employees and/or agents in their design, construction, manufacture, fabrication, installation, inspection, testing, operating, and/or maintenance of the vehicles and/or their parts and/or their components; and
- (n) Failing to advise authorized Ford dealerships to remedy the defective condition;
- (o) Failing to properly monitor and obtain vehicle registrations to identify and locate customers, such as Plaintiff, that had purchased the defective vehicles;
- (p) Designing an electrical circuit that supplies continuous electrical power to the speed control switch while the vehicle is parked, with the ignition off, thereby providing continuous ignition source for the subject fires;
- (q) Failing to provide adequate engineering design specifications to TI and/or DP concerning the number of cycles the speed control deactivation switch would encounter over the subject vehicle's foreseeable life;
- (r) Failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;

- (e) Failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch; and
- (f) Failed to consider or provide switch cycle data created by the vehicles' anti-lock brakes, suspension leveling and traction control systems.

25. Each of the above-referenced acts and omissions, singly or in combination with others, constituted negligence, which proximately caused the damages suffered by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against Ford in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT II **STRICT LIABILITY-FORD**

26. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count II.

27. Prior to the date of the fire, Ford designed, manufactured, constructed, fabricated, inspected, tested, sold and/or distributed the vehicle and/or its component parts and introduced the vehicle into the stream of commerce, when at the time said vehicle left Ford's control they were defective, unsafe, and/or unreasonably dangerous.

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

29. As described above and herein, Ford's design, manufacture, construction, fabrication, inspection, testing, sale and/or distribution of the vehicle and/or its parts and/or its components caused defective, unsafe, and unreasonably dangerous conditions which were the proximate cause of the damages sustained by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED], requests judgment be entered in its favor and against Ford in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT III
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AND
FITNESS FOR A PARTICULAR PURPOSE-FORD

30. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count III.

31. At all times material herein, Ford impliedly warranted that, among other things, it designed, manufactured, inspected, sold and/or distributed the vehicle and/or its parts and/or its components in a good and workmanlike manner, that the vehicle was of merchantable quality and/or that the vehicle was fit for ordinary use and/or for the particular use for which it was purchased. Ford breached this warranty by, among other things:

- (a) Failing to design, manufacture, construct, fabricate, inspect, test, supply, distribute, maintain and/or sell the vehicle and/or its parts and/or its components in a good and workmanlike manner, of a merchantable quality, and/or fit or ordinary use and/or for the particular use for which it was purchased; and/or
- (b) Was negligent in its design, manufacture, inspection, testing, supply, sale and/or distribution of the vehicle.

32. Ford was notified by Allstate of the defective condition of the vehicle within a reasonable time after the defect was determined.

33. Each of the above-referenced acts and omissions, singly or in combination with others, constituted a breach of the aforesaid implied warranties and, as a direct and proximate result, Allstate's insured had a fire from the vehicle, which caused the damages suffered by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against Ford in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT IV
BREACH OF EXPRESS WARRANTIES-FORD

34. Allstate, as subrogee of the [REDACTED], incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count IV.

35. At all times material herein, Ford expressly warranted to the [REDACTED] among other things, the vehicle was in a condition which conformed with industry standards and/or was of a merchantable quality. Ford breached these express warranties by, among other things:

- (a) Failing to design, manufacture, fabricate, construct, supply, inspect, test, distribute and/or sell the vehicle and/or its parts and/or its components in a good and workmanlike manner;
- (b) Failing to design, manufacture, fabricate, construct, supply, inspect, test, distribute and/or sell the vehicle and/or its parts and/or its components in conformity with governmental and/or industry standards;
- (c) Failing to design, manufacture, fabricate, construct, supply, inspect, test, distribute and/or sell the vehicle and/or its parts and/or components in a merchantable quality;
- (d) Designing, manufacturing, constructing, fabricating, inspecting, testing, supplying, distributing and/or selling the vehicle and/or its parts and/or its components which were not merchantable and/or fit for ordinary use and/or for the particular use for which it was purchased;
- (e) Releasing into the stream of commerce the vehicle and/or its parts and/or its components which were not merchantable and/or fit for ordinary use; and/or
- (f) Was negligent in its design, manufacture, construction, fabrication, inspection, testing, supply, sale and/or distribution of the vehicle and/or its parts and/or its components.

36. Each of the above-referenced acts and omissions, singly or in combination with others, constituted a breach of the aforesaid express warranties and, as a direct and proximate result, the fire occurred, causing damages suffered by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against Ford in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT V
NEGLIGENCE- TI

37. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count V.

38. TI owed a duty to Plaintiff to exercise reasonably prudent and ordinary care in, among other things, the design, manufacture, fabrication, testing, inspection, sale and/or distribution of the component parts of the vehicle.

39. TI violated this duty by, among other things, negligently designing, manufacturing, fabricating, testing, inspecting selling and/or distributing the component parts of the vehicle. TI's negligent acts or omissions include, but are not limited to:

- (a) Supplying defective vehicle parts and/or components which it knew or should have known subjected [REDACTED] property to an unreasonable risk of harm;
- (b) Supplying vehicle parts and/or components which were in a defective and unreasonably dangerous condition and which could not be used without unreasonable risk of harm to the [REDACTED] property;
- (c) Failing to properly and timely warn Plaintiff and Plaintiff's insured's of the defective condition which it knew or should have known created an unreasonable risk of harm to the [REDACTED] property;
- (d) Failing to adequately, properly and/or safely inspect, test, and/or repair the vehicle parts and/or components and make the necessary corrections and adjustments, which

inspections, tests, or repairs would have revealed the existence of the dangerous conditions;

- (c) Failing to design the vehicle parts and/or components properly and correctly;
- (f) Failing to manufacture, construct and/or fabricate the vehicle parts and/or components properly and correctly;
- (g) Failing to manufacture, construct and/or fabricate the vehicle parts and/or components in a proper and workmanlike manner;
- (h) Continuing to manufacture, construct, fabricate and/or distribute such vehicle parts and/or components when it knew or should have known the dangerous characteristics of said vehicle parts and/or components;
- (i) Using improper parts, components and/or materials in the construction and manufacture of the vehicle parts and/or components;
- (j) Failing to adequately, properly and/or safely instruct and/or train its servants, employees, agents and/or others as to the proper design, manufacture, construction, fabrication, installation, inspection, testing, operating and/or maintenance procedures with regard to the vehicle parts and/or components;
- (k) Failing to provide, establish and/or follow proper and adequate controls and/or procedures as to ensure the safety and integrity of the vehicles' parts and/or components.
- (l) Failing to design, construct, manufacture, fabricate, install, inspect, test, operate and/or maintain the vehicles parts and/or components in conformity with the prevailing industry and/or governmental specifications and standards;
- (m) Failing to adequately, properly and/or safely supervise its servants, employees and/or agents in their design, construction, manufacture, fabrication, installation, inspection, testing, operating, and/or maintenance of the vehicles parts and/or components; and/or
- (n) By failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;
- (o) In failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch;
- (p) Otherwise failing to use due care under the circumstances.

40. Each of the above-referenced acts and omissions, singly or in combination with others, constituted negligence, which proximately caused the damages suffered by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against TI in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT VI
STRICT LIABILITY-TI

41. Allstate, as subrogee of the [REDACTED], incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count VI.

42. Prior to the date of the fire, TI designed, manufactured, constructed, fabricated, inspected, tested, sold and/or distributed the components for the vehicle and introduced it into the stream of commerce, among other things, in a manner so as to render it defective, unsafe, and/or unreasonably dangerous.

43. At the time of the fire, the vehicle, parts and components were being used in a manner for which they were designed, manufactured, assembled and sold.

44. As described above and herein, TI's design, manufacture, construction, fabrication, inspection, testing, sale and/or distribution of the components caused defective, unsafe, and unreasonably dangerous conditions which were the producing and proximate cause of the damages sustained by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED], requests judgment be entered in their favor and against TI in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT VII
NEGLIGENCE- DUPONT

45. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count VII.

46. DuPont owed a duty to Plaintiff to exercise reasonably prudent and ordinary care in, among other things, the design, manufacture, fabrication, testing, inspection, sale and/or distribution of the component parts of the vehicle.

47. DuPont violated this duty by, among other things, negligently designing, manufacturing, fabricating, testing, inspecting selling and/or distributing the component parts of the vehicle. DuPont's negligent acts or omissions include, but are not limited to:

- (a) Supplying defective vehicle parts and/or components which it knew or should have known subjected the Ufferts' property to an unreasonable risk of harm;
- (b) Supplying vehicle parts and/or components which were in a defective and unreasonably dangerous condition and which could not be used without unreasonable risk of harm to the [REDACTED] property;
- (c) Failing to properly and timely warn Plaintiffs of the defective condition which it knew or should have known created an unreasonable risk of harm to the [REDACTED] property.
- (d) Failing to adequately, properly and/or safely inspect, test, and/or repair the vehicle parts and/or components and make the necessary corrections and adjustments, which inspections, tests, or repairs would have revealed the existence of the dangerous conditions;
- (e) Failing to design the vehicle parts and/or components properly and correctly;
- (f) Failing to manufacture, construct and/or fabricate the vehicle parts and/or components properly and correctly;
- (g) Failing to manufacture, construct and/or fabricate the vehicle parts and/or components in a proper and workmanlike manner;

- (h) Continuing to manufacture, construct, fabricate and/or distribute such vehicle parts and/or components when it knew or should have known the dangerous characteristics of said vehicle parts and/or components;
- (i) Using improper parts, components and/or materials in the construction and manufacture of the vehicle parts and/or components;
- (j) Failing to adequately, properly and/or safely instruct and/or train its servants, employees, agents and/or others as to the proper design, manufacture, construction, fabrication, installation, inspection, testing, operating and/or maintenance procedures with regard to the vehicle parts and/or components;
- (k) Failing to provide, establish and/or follow proper and adequate controls and/or procedures as to ensure the safety and integrity of the vehicle parts and/or components;
- (l) Failing to design, construct, manufacture, fabricate, install, inspect, test, operate and/or maintain the vehicle parts and/or components in conformity with the prevailing industry and/or governmental specifications and standards;
- (m) Failing to adequately, properly and/or safely supervise its servants, employees and/or agents in their design, construction, manufacture, fabrication, installation, inspection, testing, operating, and/or maintenance of the vehicle parts and/or components; and
- (n) Otherwise failing to use due care under the circumstances.

48. Each of the above-referenced acts and omissions, singly or in combination with others, constituted negligence, which proximately caused the damages suffered by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against DuPont in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT VIII **STRICT LIABILITY-DUPONT**

49. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count VIII.

50. Prior to the date of the fire, DuPont designed, manufactured, constructed, fabricated, inspected, tested, sold and/or distributed the components in the vehicle and introduced them into the stream of commerce, among other things, in a manner so as to render them defective, unsafe, and/or unreasonably dangerous.

51. At the time of the fire, the vehicle, parts and components were being used in a manner for which they were designed, manufactured, assembled and sold.

52. As described above and herein, DuPont's design, manufacture, construction, fabrication, inspection, testing, sale and/or distribution of the components caused defective, unsafe, and unreasonably dangerous conditions which were the producing and proximate cause of the damages sustained by Allstate.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against DuPont in an amount in excess of \$80,000 plus costs and for such further relief as this Court deems equitable and just.

COUNT IX
ILLINOIS CONSUMER FRAUD AND DECEPTIVE PRACTICES-FORD

53. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count IX.

54. At all times relevant, there was in full force and effect the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. Section 2 of the Act prohibits unfair or deceptive acts or practices.

55. Ford violated the aforementioned statute by representing that the subject vehicle was safe for driving and parking when they knew, or within reason should have known, that the electrical components supplied by TI contained KAPTON, which was an improper and insufficient sealing

material resulting in internal corrosion in the cruise control deactivation switch, which created a conductive path to ground. Furthermore, Ford knew or should have known that the electrical circuit that supplies power to the cruise control deactivation switch was continuous, despite the fact the vehicle was not on, which provided an ignition source for the fires.

56. Ford continued to violate the aforementioned statute by failing to provide and include in the design an adequate and proper electrical current limiting device which supplied the cruise control deactivation switch, which would have prevented any ignition source even if a brake fluid leak occurred.

57. Ford continued to propagate the fraud by failing to properly advise and instruct the authorized Ford dealerships that a known defective condition existed within certain vehicles and that those dealerships should remedy the unreasonably dangerous condition in an urgent manner. Ford employed deception, false pretense, false promise, misrepresentation, or the concealment, suppression or omission of material facts in violation of the Act with the intent that the [REDACTED] rely upon the same.

58. The failure of Ford to advise consumers of the improper sealing material associated with the continuous electrical circuit, when placed in the same vehicle creates a extreme fire hazard, combined with the failure to inform consumers of the consequential danger in using this product in its intended purpose for driving and parking, constitutes a suppression and/or omission of material facts that a consumer would need to know in order (1) to determine at the point of sale if this product is suitable for the individual consumer's intended use, and (2) to safely use this product.

59. The deceptive acts of Ford were conducted for the purpose of generating mass sales of Ford vehicles to unwitting consumers, with a focus on profit margin over public safety.

60. Plaintiff seeks attorney's fees, costs, punitive damages and a declaratory judgment that the acts of Ford violate the Consumer Fraud and Deceptive Business Practices Act.

WHEREFORE, Allstate Insurance Company, as subrogee of [REDACTED] requests judgment be entered in its favor and against Ford in an amount in excess of \$80,000 plus seeks a declaratory judgment that the acts of Ford violated the Illinois Consumer Fraud and Deceptive Practices Act and for costs, fees, punitive damages and furthermore, to enjoin Ford from further sales of like vehicles.

COUNT X
ILLINOIS CONSUMER FRAUD AND DECEPTIVE PRACTICES-TI

61. Allstate, as subrogee of the [REDACTED] incorporates by reference the allegations of paragraphs 1-20 as if fully set forth herein of Count IX.

62. At all times relevant, there was in full force and effect the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. Section 2 of the Act prohibits unfair or deceptive acts or practices.

63. TI violated the aforementioned statute by representing that the subject component parts, including but not limited to the speed control deactivation switch, were safe for driving and parking when they knew, or within reason should have known, that the electrical components contained KAPTON, which was an improper and insufficient sealing material, resulting in internal corrosion in the cruise control deactivation switch, which created a conductive path to ground. Furthermore, TI knew or should have known that the electrical circuit that supplies power to the cruise control deactivation switch was continuous, despite the fact the vehicle was not on, which provided an ignition source for the fires.

64. TI continued to violate the aforementioned statute by failing to provide and include in the design an adequate and proper electrical current limiting device which supplied the cruise

control deactivation switch, which would have prevented any ignition source even if a brake fluid leak occurred.

65. TI continued to propagate the fraud by failing to properly advise and instruct Ford and consumers that a known defective condition existed within its component parts and that Ford should remedy the unreasonably dangerous condition in an urgent manner. TI employed deception, false pretense, false promise, misrepresentation, or the concealment, suppression or omission of material facts in violation of the Act with the intent that the [REDACTED] rely upon the same.

66. The failure of TI to advise consumers of the improper sealing material, combined with the failure to inform consumers of the consequential danger in using this product in its intended purpose for driving and parking, constitutes a suppression and/or omission of material facts that a consumer would need to know in order (1) to determine at the point of sale if this product is suitable for the individual consumer's intended use, and (2) to safely use this product.

67. The deceptive acts of TI were conducted for the purpose of generating mass sales of Ford vehicles to unwitting consumers, with a focus on profit margin over public safety.

68. Plaintiffs seek attorney's fees, costs, punitive damages and a declaratory judgment that the acts of TI violated the Consumer Fraud and Deceptive Business Practices Act.

WHEREFORE, Allstate Insurance Company, as subrogee of the [REDACTED] requests judgment be entered in its favor and against Texas Instruments in an amount in excess of \$80,000 plus seeks a declaratory judgment that the acts of Texas Instruments violated the Illinois Consumer Fraud and

Deceptive Practices Act and for costs, fees, punitive damages and furthermore, to enjoin Texas Instruments from further sales of like speed control deactivation switches.

Respectfully submitted,

ALLSTATE INSURANCE COMPANY,
as subrogee of Beverly and Harold Ufert



Mark S. Grotefeld
Brad M. Gordon
GROTEFELD & DENENBERG, L.L.C.
105 West Adams Street, Suite 2300
Chicago, Illinois 60603
(312) 551-0200

CSCN140

VEHICLE DATA

07/16/03 14:13:42

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ENTER VIN ==> 2MELM75N9PX674293

NAME ==> SCHUBERT

ZIP ==> 633571018 MODEL YR ==>

OWNER NAME :

TREET ADDR :

CITY : MARTHASVILLE

ST/PRV: MO CTRY:

ZIP/POSTAL CODE:

N/A YY-MM-DD 96-01-23

N/A SOURCE: P

MODEL YEAR : 93 PLANT: X

SALE YY-MM-DD 93-06-26

BODY STYLE DESC: 4 DR SEDAN LS

PRODUCTION YY-MM-DD 93-05-31

VEHICLE DESC : 1993 GRAND MARQUIS

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SHIP-TO	3	54	C	280	48	71
FACING	3	54	C	280		
RESPONSIBLE	3	63	C	062		

CA EMISSION : 2

ENGINE TAG CODE : 3G806AA

CAMPAIGN COUNTS

NAVIS STATUS : 800

COMPANY CAR IND :

TOTAL CAMPAIGNS : 01

DSO DISTRICT :

FLEET CODE :

OPEN : 00 CLOSED : 01

DSO NUMBER :

FLEET STATUS :

ACTIVE: 01 HISTORY: 00

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

OGDB432

E902-025 20001

ENTER CAMPAIGN NUMBER==> 96L12 VIN==> 2NELM75W9PX674293 TYPE OF SEARCH: A
MODEL YEAR: 93 DEFECT: PASS AIR BAG BODY STYLE: 4 DR SEDAN LS
NEW STATUS CODE: CAMP DIV : 6
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE : CA
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: IND: MATCH CODE: 4
CURRENT: 3 63 062 ASSIGNED: 96-12-19 SOURCE: EX EXTRACT DATE: 96-12-19
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC
F FORCED COMPLETION 98-01-22 B 98-01-22 OL
M RELEASED FOR MAILING 97-02-25
H AWAITING MAILING 96-11-22

DELETE REASON:

F1-INQUIRY F2-G140 F3-EXIT F5-G130 F7-FIRST F8-NEXT F9-MORE STATUS
F10-ADD STATUS F11-REVISE (ALL DATA FIELD DATES YY-MM-DD)
I037-NO MORE DATA TO DISPLAY

OGDB432

CSCN130

NOTIFICATION RECIPIENT HISTORY

07/16/03 14:13:50

ENTER CAMPAIGN NBR ==> 96L12 VIN ==> 2MELM75W9PX674293
DEFECT : PASS AIR BAG BODY STYLE DESC: 4 DR SEDAN LS
ISP DEALER : 363062 BEGINNING MAILED DATE: 97-03-08 YY-MM-DD
RELEASE DESC : NI PART KIT CODE ENDING MAILED DATE : 97-03-21 YY-MM-DD
CAMPAIGN DIV : 6 FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS: WD
STREET ADDR1 :
ADDR2 :
CITY : MARTHASVILLE CTRY:
ZIP/POSTAL CODE: N-A SOURCE: P N-A BFF DATE: 96-01-23 YY-MM-DD

RESP DEALER : BEGINNING MAILED DATE: YY-MM-DD
RELEASE DESC : ENDING MAILED DATE : YY-MM-DD
CAMPAIGN DIV : FLEET CODE: FLEET MGMT LOC CODE:
LAST NAME : INITIALS:
STREET ADDR1 :
ADDR2 :
CITY : CTRY:
ZIP/POSTAL CODE: N-A SOURCE: N-A BFF DATE: YY-MM-DD
F1-INQUIRY F3-EXIT F4-QUIT F5-G150 F7-FIRST PAGE F8-NEXT PAGE F9-G140
1048-LAST PAGE OGDB432

5002-025 20003

CSCN150

CAMPAIGN VEHICLE INFORMATION

07/16/03 14:13:52

==>
ENTER CAMPAIGN NUMBER==> 96L12 VIN==> 2NE1M75W9PK674293 TYPE OF SEARCH: A
MODEL YEAR: DEFECT: PASS AIR BAG BODY STYLE:
NEW STATUS CODE: CAMP DIV :
REPAIR INFORMATION: TYPE CODE: SUPP CODE :
REPAIR DATE: DEALER P/A: KIT CODE :
MICRO REF: CLAIM NUM: OASIS DATE :
DELETE REASON: VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEW: IND: MATCH CODE:
CURRENT: ASSIGNED: SOURCE: EXTRACT DATE:
***** STATUS INFORMATION: ***** REPAIR INFORMATION: *****
CODE DESCRIPTION DATE TYPE DATE P/A CLAIM# MICRO# CL SRC

DELETE REASON:

F1-INQUIRY F2-G140 F3-EXIT F5-G130 F7-FIRST F8-NEXT F9-MORE STATUS

F10-ADD STATUS F11-REVISE (ALL DATA FIELD DATES YY-MM-DD)

#807-END OF CAMPAIGNS FOR VEHICLE - CURRENT AND HISTORY DATABASES

OGDB432

E962-025 20004

CUSTOMER NAME PHONE NUMBER

[REDACTED]

CUSTOMER LIST

ADDRESS

[REDACTED]

MARTHASVILLE MO [REDACTED]

STATUS

No Open Issues

END-028 2003

Customer Info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone:
Address: [REDACTED] MARTHA'SVILLE MO [REDACTED]
Country: USA Language:
Cell Phone: Pager:
Preferred Contact method: Fax:
Preferred Contact Time: Email:

90072 920-2800

VIN	Year Model		Vehicle List	Owner Status	Vehicle Info
	Year	Model	Sales Type	Owner Status	Costs
 2MELM7SW9PXB74283	1989	GRAND MARQUIS	INDIVIDUAL RTL	Original Owner	Costs
1UNLM62NDVY741732	No Open Issues				Warranty History
	1987	TOWN CAR	INDIVIDUAL RTL	Original Owner	Costs
	No Open Issues				Warranty History
1FTCR1408PP853364	1993	RANGER	INDIVIDUAL RTL	Original Owner	Costs
	No Open Issues				Warranty History

E902-020 20087

ESP / Recall Information

VIN: 2MELM75W9PX674293

No ESP information for this VIN

Recall Information

Number	Type	Description	Campaign	Status	Status Date	Dealer Code
98L12	L	PASS AIR BAG		FORCED COMPLETION	1998-01-22	AUTOC

1998-01-22

Vehicle Information Report

**GENERAL VEHICLE
INFORMATION:**
(Related Claims)

VIN: 2MHLMT7W9FK674293	Vehicle Line: OFF - GRAND MARQ (BMS3MEN114) [PL-04]	Eng Serial No: W
Model Year: 1993	Market Description: OM - MERCURY DIVISION DERIVATIVE	Body Style: *
Veh Type: C	Engine Code: CB - 2 WEL LH REAR DRIVE	Engine: CYN - 1.8 M 4.0L SCNC EPT NA CIV6 G-10
Est. Dealer: 11843	Body Cch Style: CFA - 4 DOOR SEDAN 4 LINE	Transmission: CDE - 4 SPD AUTO TRANS NA AO ACDE
	Variant/Option: CAI - 1S VERSION - CAR	

BUILD INFORMATION:

Region: NA - 000000000 Plant: AW - ST. THOMAS PLANT BOLD
 Country: CAN - 000000000 Prod Date: 31-MAY-1993

SALE INFORMATION:

Region: NA - 000000000 Selling Dealer: 354204 - *
 Country: USA - 000000000 Selling Dlr StProv: CA
 Buyer StProv: CA
 Arrival Date: 21-JUN-1993 Red Carpet Lease *
 Sale Date: 25-JUN-1993 Whet/Retall/Co. Lease R
 Warranty Start Date: 25-JUN-1993 Modified Vehicle *
 Orig Warranty Date: 25-JUN-1993 Resequred Vehicle * Vehicle Export Flag: N

VOC/LOC:

1 2 3 4 5 6 7 8 9
 000000000000 04 01 0100100 000 0 0 000000 00 00 0000 0 0 0
 0000 0 0 0 1700 000 0 00

INSTALLED OPTION INFORMATION:

Air Conditioning:	CIR - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	*	GVW Class Code:	1
Audio Blatz:	* - [N/A]	Instrumentation:	* - [N/A]
Auto Brake:	EQACC - 3.08 FINAL DRIVE RATIO	Mirror(Driver Side):	* - [N/A]
Auto Type:	EQIAC - LIMITED SLIP REAR AXLE	Mirror(Passg Side):	* - [N/A]
Battery Amp Rating:	EC	Paint:	PGMR - TWILIGHT BLUE CC #2
Brake Code:	* - [N/A]	Power Antenna:	AB - POWER TELESCOPE RADIO ANTENNA
Brake Code(Service):	* - [N/A]	Radio:	AB - ELECTRONIC AM/FM STEREO CASSETTE
Calibration Code:	3100011A	Sound System:	* - [N/A]
Color(Assault):	* - [N/A]	Steep Traction Axles:	
Color(Trip):	* - [N/A]	Tire Brand:	AJ - MICHELIN
Delivery Type:	0	Tire Size:	DSGEF - P215/70R15 WTW
Drivetrain Code:	*	Traction Control:	AB - ANTI-SPIN TRACT BRAKES W/O PVD
Front Bunk:	* - [N/A]	Wind Noise:	
Fuel Type:	* - [N/A]		

TIRE DOT INFORMATION:

LF:	*	RF:	*
LR:	*	RL:	*
LB:	*	RD:	*
SPARE:	*		

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	Emission Code:	CC-CC
ESP Coverage(Offroad):	*	Emission Cert Type:	C
ESP Coverage(Thump):	*	Emission, Road Traffic:	EU
ESP Five Year:	*	Engine Family:	PYAS/VERDCK
ESP Signature Date:			

EPA-2002-20018

Standard Claims List For Model Year 1993

VIN	MI	ACT	BODY	VEH	DRIVE	PLT	TR5	ENG	PROD	WARR	SELLING	SELL	TR	WCC	CPSC_6	PRER	BASE	BLUF	CCC	CD	DIST
LN	DERIV	CAR	SERIES	TYPE	CD	CD	CD	CD	DATE	DATE	DEALER	CNT									(Miles)
2MELM75W9PX674293 CFF	CM	CFA	CJA	CB	AW	CDE	CVN	31-MAY-1993	26-JUN-1993	354288	USA	0	6V01 010285	*	16612	*	PP*	08	5		
AWS Claims Key:	7716541	Trx Code:	B23	Labour Hrs:	6																
Dr-Cd-Sub Cd:	03068*	Name:	BO CALIF EDISON - MINNEAPOLIS							St CA	Chy Cd:		USA Reg Cd:	NA	Reg Date:	17-JUN-1993					Dec 8:064998
Cost Comments:	REPAIR AND REPAINT																				
Tech Comments:	REPAIR																				
2MELM75W9PX674293 CFF	CM	CFA	CJA	CB	AW	CDE	CVN	31-MAY-1993	26-JUN-1993	354288	USA	2	6V01 010285	*	16612	*	PP*	08	5		
AWS Claims Key:	7716541	Trx Code:	B23	Labour Hrs:	6																
Dr-Cd-Sub Cd:	05476*	Name:	FAIRWAY FORD							St CA	Chy Cd:		USA Reg Cd:	NA	Reg Date:	18-AUG-1993					Dec 8:044115
Cost Comments:	REPAIR																				
Tech Comments:	REPAIR																				
2MELM75W9PX674293 CFF	CM	CFA	CJA	CB	AW	CDE	CVN	31-MAY-1993	26-JUN-1993	354288	USA	2	6V20 000081	*	16612	*	PP*	08	5		
AWS Claims Key:	7716542	Trx Code:	2	Labour Hrs:	2																
Dr-Cd-Sub Cd:	05476*	Name:	FAIRWAY FORD							St CA	Chy Cd:		USA Reg Cd:	NA	Reg Date:	18-AUG-1993					Dec 8:044115
Cost Comments:	REPAIR																				
Tech Comments:	REPAIR																				
2MELM75W9PX674293 CFF	CM	CFA	CJA	CB	AW	CDE	CVN	31-MAY-1993	26-JUN-1993	354288	USA	7	7087 17200X	ESMT	13466	A	AL3	46	7785		
AWS Claims Key:	7716544	Trx Code:	2	Labour Hrs:	3																
Dr-Cd-Sub Cd:	05476*	Name:	FAIRWAY FORD							St CA	Chy Cd:		USA Reg Cd:	NA	Reg Date:	06-JAN-1994					Dec 8:048988
Cost Comments:	REPAIR																				
2MELM75W9PX674293 CFF	CM	CFA	CJA	CB	AW	CDE	CVN	31-MAY-1993	26-JUN-1993	354288	USA	41	3A08 070100	P6ZZ	7502	ARM	N22	08	48950		
AWS Claims Key:	2118201	Trx Code:	PR5	Labour Hrs:	48																
Dr-Cd-Sub Cd:	08185*	Name:	CHUCK ALPHEUS FORD INC							St MD	Chy Cd:		USA Reg Cd:	NA	Reg Date:	08-OCT-1993					Dec 8:0954691
Cost Comments:	REPAIR																				
Tech Comments:	REPAIR																				

Claim Detail Report

Model Year - 1993; Claim Key - 7716541

Vehicle Information

Model Year: 1993

Market Derived: C/M - MERCURY DIVISION DERIVATIVE

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

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

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

Vehicle Line: C/FP-GRAND MARQ (BN53/EN114) [92-04]

Warranty Start Date: 26-JUN-1993

Production Date: 31-MAY-1993

VIN: 2MELM75W9FK674293

Dealer Information

Dealer Name: SO CALIF EDISON - MONROVIA

Dealer Code: 05568 - *

Address: 1440 S CALIFORNIA

City: MONROVIA

State: CA Zip Code: 91016

Country: USA Region Code: NA

Phone: (*)-*

Claim Information

Document Number: 066998

Repair Date: 17-JUN-1993

Distance: 5

TIS: 0

Cust. Concern Code: P9* -

Condition Code: 08 - OTHER/UNKNOWN(NO APPROPRIATE COND. CODE)

Technician Comment: RUSTY

Customer Comment: HOOD AND DECK

Labor Op Code

Labor Op Description

P622

POLISH AND BUFF REPAIR - TWO PANELS

Cancel	Full Part Number	Part	Part
Flag	FREE BASE SUFE	Description	CPSC Quantity
Y	* 16612 *	HOOD	010205 0
N	* 40110 *	DOOR ASY-LUGGAGE	010205 0
N	* MAT *		010205 1

E000-020 00013

Claim Detail Report

Model Year = 1993; Claim Key = 7716543

Vehicle Information

Model Year: 1993

Market Derived: C/M - MERCURY DIVISION DERIVATIVE

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

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

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

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-04]

Warranty Start Date: 26-JUN-1993

Production Date: 31-MAY-1993

VIN: 2MELM75W9PK674293

Dealer Information

Dealer Name: FAIRWAY FORD

Dealer Code: 05476 - *

Address: 1350 E. YORBA LINDA

City: PLACENTIA

State: CA Zip Code: 92870

Country: USA Region Code: NA

Phone: (714)120-1200

Claim Information

Document Number: 044115

Repair Date: 18-AUG-1993

Distance: 2445

TIS: 2

Cost Concern Code: G02 - GLASS BROKEN/CHIPPED/CRACKED/DISTORTED

Condition Code: 33 - LOOSE

Technician Comment:

Customer Comment:

Labor Op Code Labor Op Description

OSL OUTSIDE LABOR

Causal	Full Part Number	Part	Part			
Flag	PREF	BASE	SUFF	Description	CPSC	Quantity
Y	*	703100	*	WINDSHIELD GLASS NANANA		0
N	F3AZ	5403100	A	WINDSHIELD GLASS NANANA		1
N	*	OSP	*	OUTSIDE PART NANANA		1

2002-02-28 20015

Claim Detail Report

Model Year = 1993; Claim Key = 7716542

Vehicle Information

Model Year: 1993

Market Derived: C/M - MERCURY DIVISION DERIVATIVE

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

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

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

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-04]

Warranty Start Date: 26-JUN-1993

Production Date: 31-MAY-1993

VIN: 2MELM75W9PX674293

Dealer Information

Dealer Name: FAIRWAY FORD

Dealer Code: 05476 - *

Address: 1350 E. YORBA LINDA

City: PLACENTIA

State: CA Zip Code: 92870

Country: USA Region Code: NA

Phone: (714)120-1200

Claim Information

Document Number: 044115

Repair Date: 18-AUG-1993

Distance: 2445

TIS: 2

Cust. Concern Code: B4* -

Condition Code: 33 - LOOSE

Technician Comment: ADJ GLOVE BOX DR

Customer Comment: 999A

Labor Op Code	Labor Op Description
999A	ADDITIONAL MISC. REPAIRS

Cancel	Full Part Number	Part	Part
Flag	PREF BASE SUITE	Description	CPSC Quantity
Y	* MISC *	FOR REPAIRS NOT COVERED BY WARRANTY	000001 0

2003-025 28817

Claim Detail Report

Model Year = 1993; Claim Key = 7716544

Vehicle Information

Model Year: 1993

Market Derived: C/M - MERCURY DIVISION DERIVATIVE

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

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

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

Vehicle Line: C/FP-GRAND MARQ (EN53/EN114) [92-04]

Warranty Start Date: 26-JUN-1993

Production Date: 31-MAY-1993

VIN: 2MELM75W9PX674293

Dealer Information

Dealer Name: FAIRWAY FORD

Dealer Code: 05476 - *

Address: 1350 E. YORBA LINDA

City: PLACENTIA

State: CA Zip Code: 92870

Country: USA Region Code: NA

Phone: (714) 120-1200

Claim Information

Document Number: 048988

Repair Date: 06-JAN-1994

Distance: 7785

TIS: 7

Cust. Concern Code: A85 - OTHER ELECTRICAL ACCESSORY TROUBLES

Condition Code: 46 - BURNED OUT

Technician Comment:

Customer Comment:

Labor Op Code	Labor Op Description
13465A	BULBS-EXTERIOR REPLACE

Cancel	Full Part Number	Part	Part
Flag	PREF BASE SUFF	Description	CFSC Quantity
Y	RSMY 13466 A	SMALL BULBS 17XXXX	1

1002-025 20019

Claim Detail Report

Model Year = 1993; Claim Key = 21188905

Vehicle Information

Model Year: 1993

Market Derived: C/M - MERCURY DIVISION DERIVATIVE

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

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

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

Vehicle Line: C/FP-GRAND MARQ (BN53/EN114) [92-04]

Warranty Start Date: 26-JUN-1993

Production Date: 31-MAY-1993

VIN: 2MBLM75W9PX674293

Claim Information

Document Number: 0954691

Repair Date: 08-OCT-1996

Distance: 48950

TIS: 41

Dealer Information

Dealer Name CHRIS AUFFENBERG FORD INC

Dealer Code: 08145 - *

Address: 5840 HIGHWAY 100

City: WASHINGTON

State: MO Zip Code: 63090

Country: USA Region Code: NA

Phone: (636)450-4500

Cust. Concern Code: N22 - VEHICLE VIBRATES WHEN DRIVING BELOW 45 MPH

Condition Code: 08 - OTHER/UNKNOWN(NO APPROPRIATE COND. CODE)

Technician Comment: PERFORMED DIAGNOSTIC TESTS AND REPLACED TRANSMISSION TECH 141 FSN Y N / NN C 000NN
NN22B0954691 P05PAWADLR 01 P05 A1DPNNN20N09

Customer Comment: CUSTOMER STATES VIBRATION OR SHUDDER FROM TRANSMISSION TECH 141 FSN Y N /

Laber Op Code Laber Op Description

952304I REPLACE

Causal	Full Part Number	Part	Part
Flag	FREE BASE SUFF	Description	CPSC Quantity
Y	F6ZZ 7902 ARM	CONVERTER ASY	070100 1
N	XT 2 QDX	MOTORCRAFT BATTERY	190101 12

6012-025 20031

455599

SNORTON1
MO

Ubi

1229-37
1-10 WC-46

1202-825 43617

453759

SNORTON1
TX

03/02

1224-3E
1-10WC-46

SN

ENC2-025 22219

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2300 BANKONE CENTER 1717 MAIN STREET DALLAS, TX 75201-7333
214.462.3000 800.448.1207 214.462.3299 FAX www.cozen.com

August 28, 2001

Jennifer L. Dancus
Direct Dial 214.462.3427
Direct Fax 214.512.4938
jdancus@cozen.com

VIA FACSIMILE (313/ 845-4089)

Ms. Shawn Norton
Office of the General Counsel
Ford Motor Company
Parkland Towers West
Suite 400
Three Parklane Boulevard
Dearborn, Michigan 48126-2558

Re: Insured: [REDACTED]
Date of Loss: 08/24/01
Place of Loss: [REDACTED] Houston, TX [REDACTED]
VIN Number: 2MEELM75W7PX639316
Property Claim No.: [REDACTED]
Auto Claim No.: [REDACTED]
Our File No.: [REDACTED]

Dear Ms. Norton:

As we discussed today, this firm represents Allstate Insurance Company with respect to a fire loss that occurred on August 21, 2001, at [REDACTED] Houston, Texas 77069. Our preliminary investigation has revealed that the fire originated in a 1993 Ford Mercury Grand Marquis parked inside the garage and then spread to [REDACTED] home. The VIN number of the car is 2MEELM75W7PX639316.

The purpose of this letter is to put Ford on notice of a potential claim by Allstate for monies that it will pay to its insured, [REDACTED], as a result of this fire. Although adjustment of the claim has just begun, it appears that the damages will exceed \$100,000. Pursuant to Texas law, Allstate Insurance Company will be subrogated to certain rights of its insured.

August 28, 2001
Page 2

The subject vehicle is still at the loss location and is available for Ford's immediate inspection. I was just contacted by Newell Investigations and I will work with them directly to coordinate a date and time for the inspection unless you request otherwise.

Please contact me at (214) 462-3027 if you have any questions or concerns. My fax number is (214) 462-3299. Thank you for your immediate attention to this matter.

Sincerely,

COZEN O'CONNOR

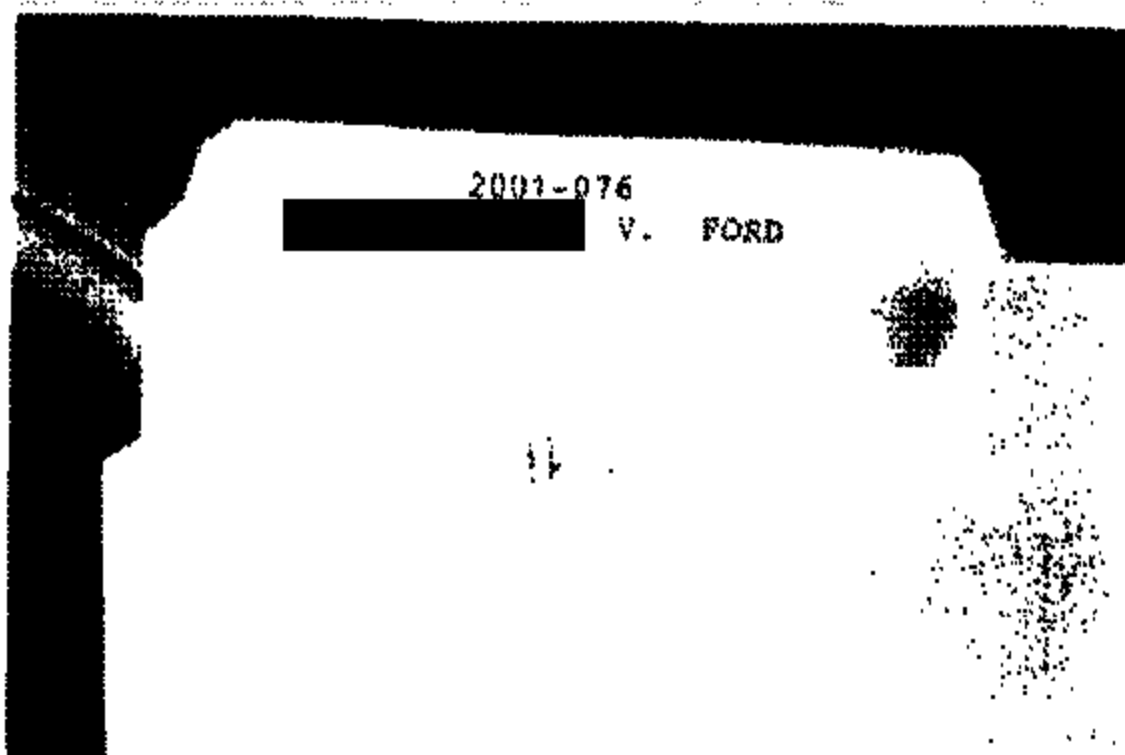


BT: Jennifer L. Duncan

JLD/jt

cc: (via facsimile)

Lisa Baker - Newell Investigations
(770/297-9133)





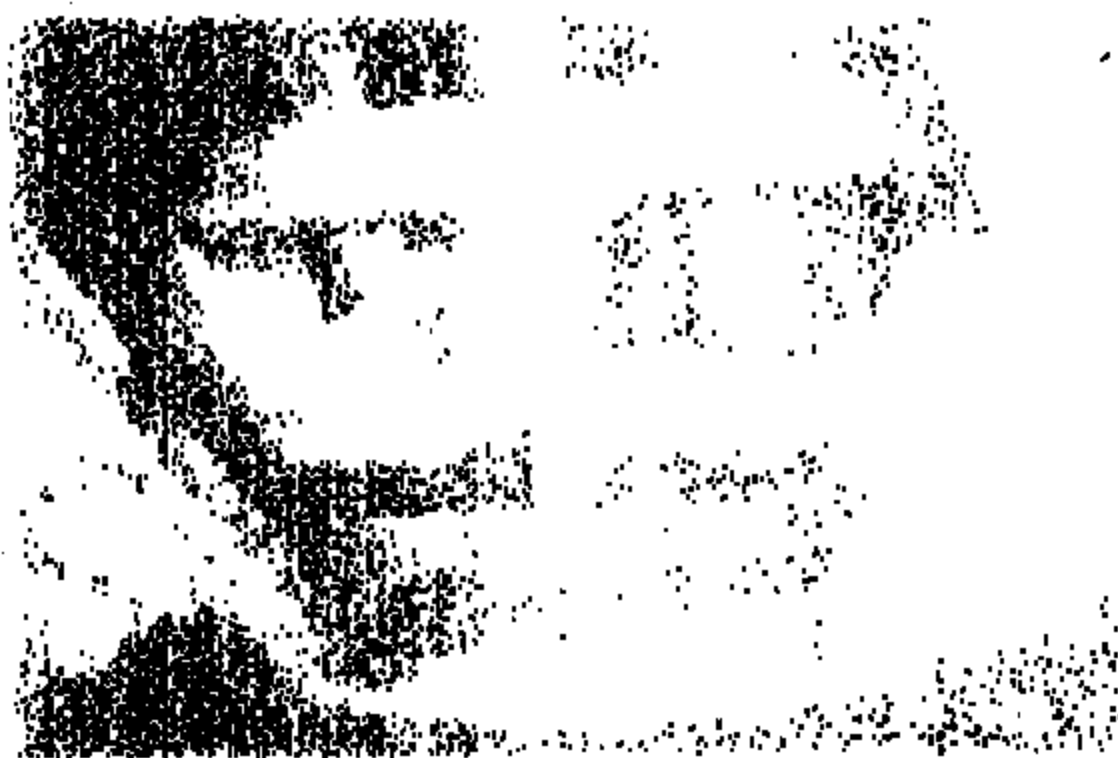










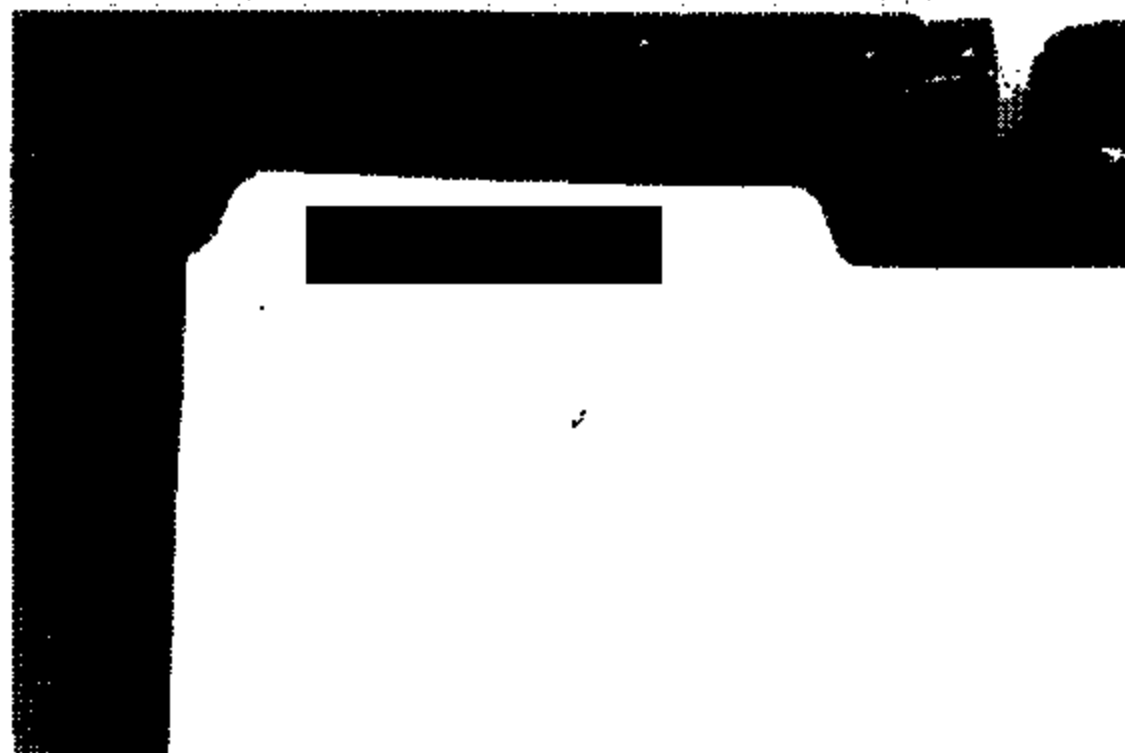




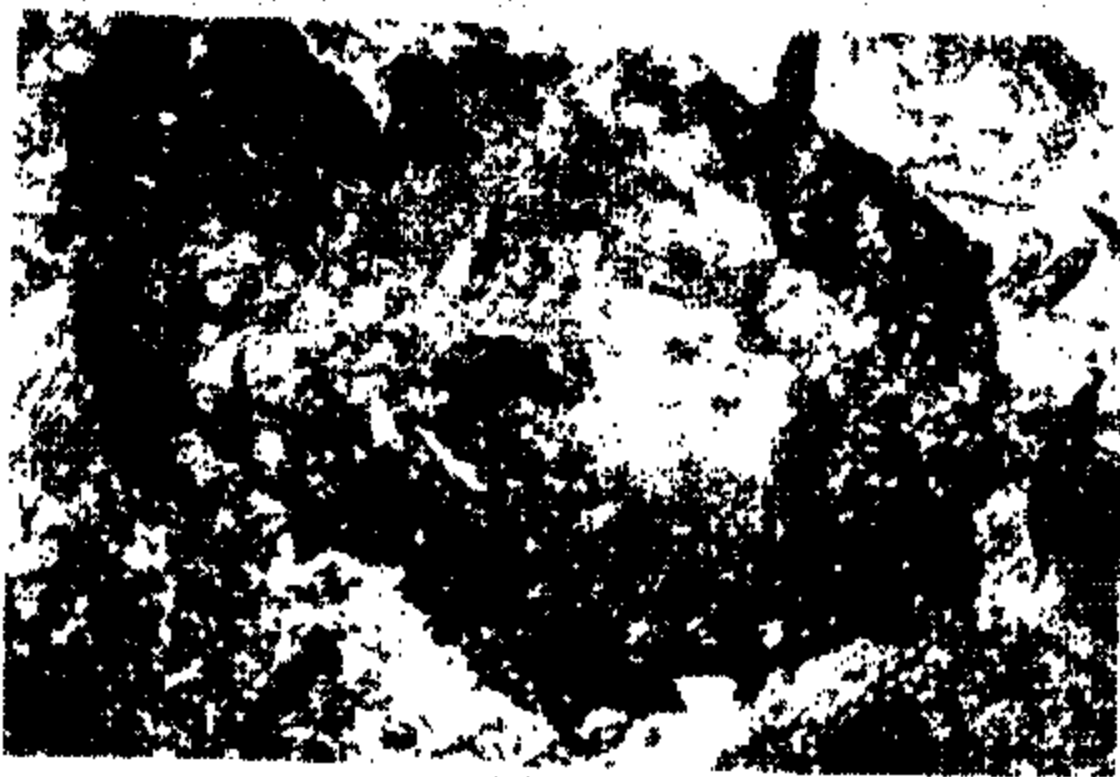


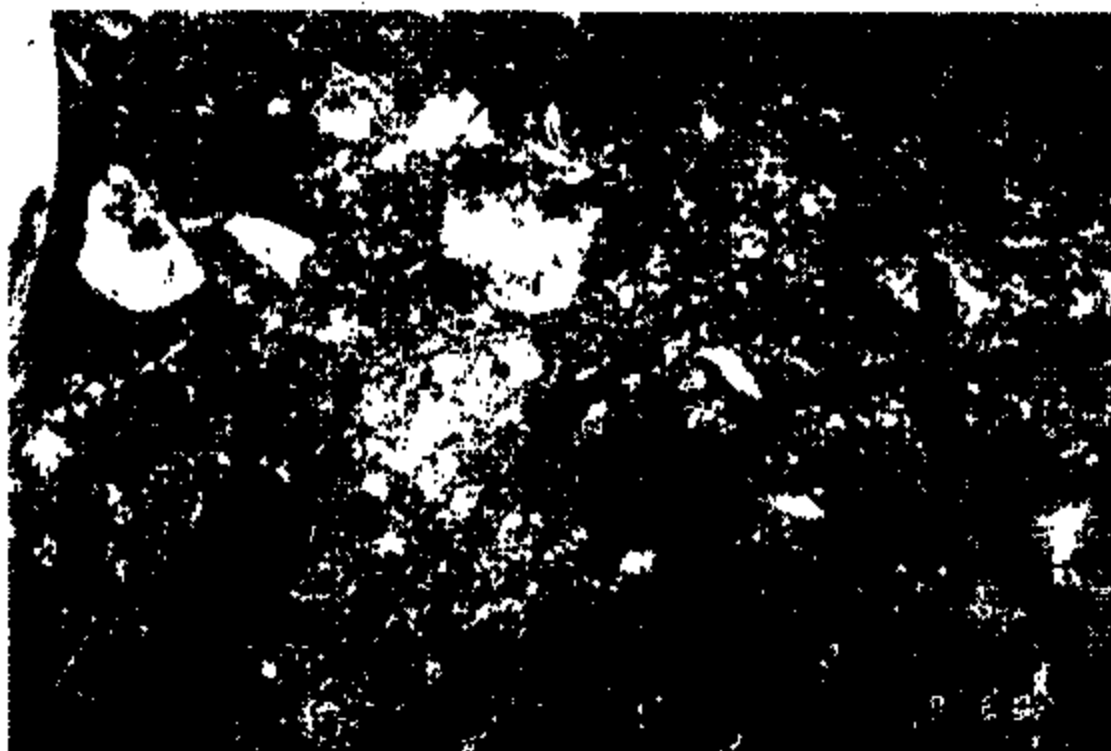
















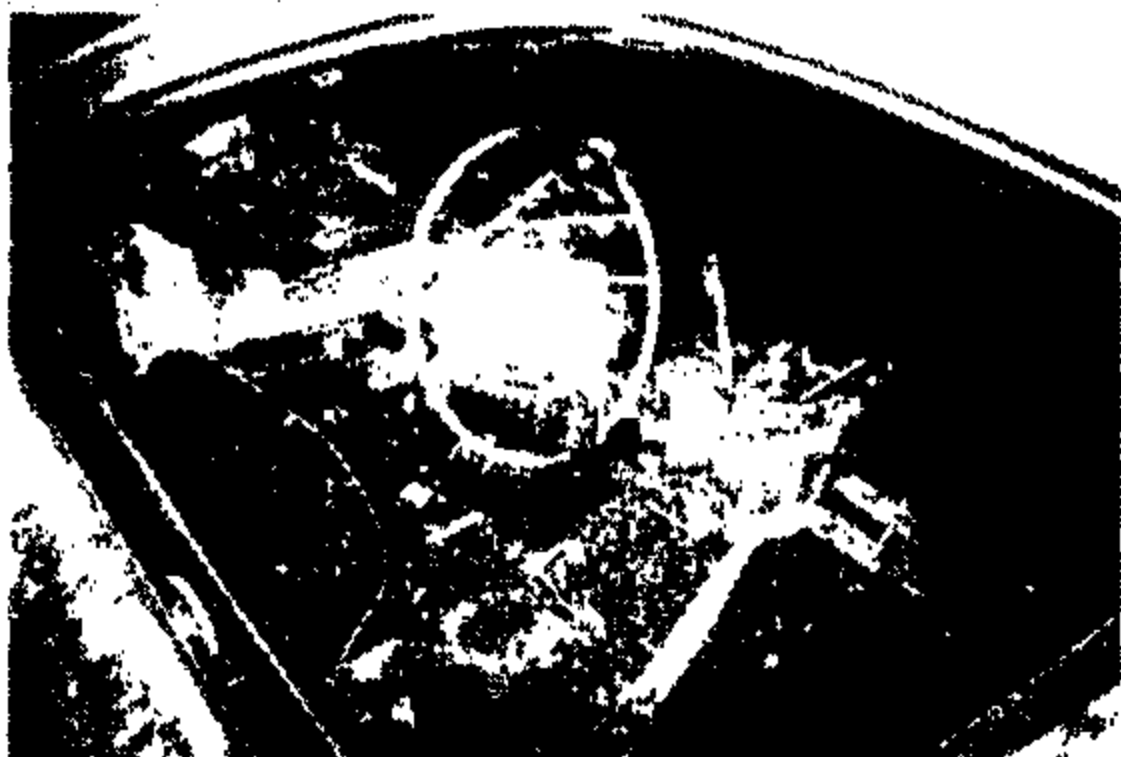
XXXXX
XXXXX
XXXXX

XXXXX
XXXXX

XXXXX
XXXXX
XXXXX

XXXXX
XXXXX











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2300 BAYVIEW CENTER 1717 MAIN STREET DALLAS, TX 75201-7336
214.462.3600 800.449.1307 214.462.3299 FAX www.cozen.com

August 28, 2001

Jennifer L. Duncan

Direct Mail 214.462.3227

Direct Fax 214.912.4928

jduncan@cozen.com

VIA FACSIMILE (713/881-3487)

Mr. Elia Bullock, Esq.

Re:	Your Client:	SW Lincoln Mercury
	Our Client:	Allstate
	Insured:	[REDACTED]
	Date of Loss:	08/24/01
	Place of Loss:	Northridge, Houston, TX [REDACTED]
	VIN Number:	2MEELM75W7PX639316
	Property Claim No.:	[REDACTED]
	Auto Claim No.:	[REDACTED]
	Our File No.:	[REDACTED]

Dear Mr. Bullock:

This firm represents Allstate Insurance Company with respect to a fire loss that occurred on August 21, 2001, at [REDACTED] Houston, Texas [REDACTED]. Our preliminary investigation has revealed that the fire originated in a 1993 Ford Mercury Grand Marquis parked inside the garage and then spread to [REDACTED] home. [REDACTED] purchased the car from your client, SW Lincoln Mercury, approximately ten months ago. The VIN number of the car is 2MEELM75W7PX639316.

The purpose of this letter is to put SW Lincoln Mercury on notice of a potential claim by Allstate for monies that it will pay to its insured, [REDACTED] as a result of this fire. Although adjustment of the claim has just begun, it appears that the damages will exceed \$100,000. Pursuant to Texas law, Allstate Insurance Company will be subrogated to certain rights of its insured.

The subject vehicle is still at the loss location and is available for immediate inspection. We have tentatively scheduled an inspection of the vehicle for Thursday, September 6, 2001. At the inspection, we invite your client to have a representative inspect the subject vehicle with consultants for Ford Motor Company and Allstate.

August 28, 2001

Page 2

We also request that you instruct your client to maintain all records regarding the sale of this vehicle, including documents related to maintenance, service, and repair.

Please contact me immediately at (214) 462-3027 to discuss whether or not your client will participate in the inspection. My fax number is (214) 462-3299. Thank you for your immediate attention to this matter.

Sincerely,

COZEN O'CONNOR



BY: Jennifer L. Duncan

JLD/jt