

EA02-025

FORD 10/27/03

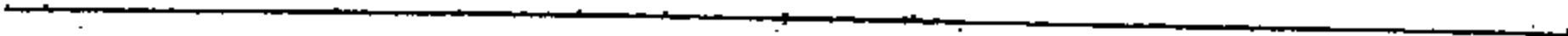
APPENDIX N

BOOK 34 OF 61

PART 6 OF 6

L-M CCRG MAIN AGENDA - OPEN CONCERNS

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REDACTED

L-M CCRG - PRELIMINARY INVESTIGATIONS

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ER02-025 0000 M

Filename: CC - Cust Sat Review Summary 020411
Originator: K. S. Christensen (schdet1)

REDACTED

Date: April 11, 2002
Reviewer: None

L-M CCRG - GOVERNMENT INQUIRIES

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3	1992-1994 Town Car/Crown Victoria/Grand Marquis - engine compartment fire with engine off	01-0828-03	Kammerer & Pacheco Cole Eisenhauer	NHTBA RQ01-002	Internal review scheduled for Apr 10. ASO has submitted final response to inquiry.
---	-------------------------------------------------------------------------------------------	------------	------------------------------------------	----------------	---------------------------------------------------------------------------------------

ER02-025 0000 M

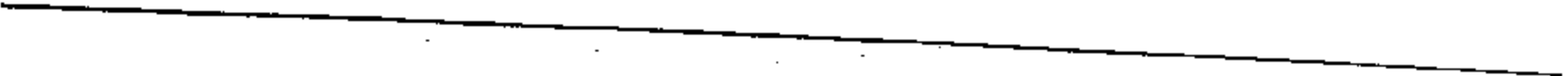
Filename: CC - Cust Sat Review Summary 020411
Originator: K. S. Christensen (kchrst1)

REDACTED

Date: Apr 11, 2008
Revision: None

L-M CCRG - GOVERNMENT INQUIRIES

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REDACTED

L-M CCRG CLOSURES LAST WEEK

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REDACTED

L-M PREVENT ACTION CLOSURES - OPEN

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REDACTED

*Filename: CO - Cust Set Review Summary 080411
Originator: K. S. Christensen (schrist1)*

*Date: April 11, 2002
Revised: None*

ER02-025 0072 M

L-M PREVENT ACTION CLOSURES - OPEN

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EA02-025 0073/M

L-M SPECIAL TRACKING AND/OR POTENTIAL CSP

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REDACTED

Filename: CD - Cust Sat Review Summary (204511)
Originator: K. S. Christensen (kchr121)

Date: April 11, 2002
Revision: None

ER02-025 0074 M

EPRC - OPEN ASSIGNMENTS

*Ford Confidential
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REDACTED

Filename: CC - Curt Sal Review Summary (29411)
Originator: K. S. Christensen (kchrst1)

Date: April 11, 2002
Revision: None

EM02-0225 0075 M

L-M QUICK SERVICE FIX - OPEN CONCERNS

*Ford Confidential
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REDACTED

*Filename: CC - Cust Sat Review Summary 020411
Originator: K. S. Christensen (kchdsk1)*

*Date: April 11, 2002
Revised: None*

EP02-Q25 8076 M

L-M QUICK SERVICE FIX - OPEN CONCERNS

*Ford Confidential
Do not forward or copy*



REDACTED

Filename: CC - Cost Est Review Summary (2041)
Originator: K. S. Christensen (kchd1)

Date: April 11, 2002
Revision: None

ER02-025 0077 M

CRITICAL CONCERNS REVIEW GROUP - NORTH AMERICA

Page 1 of 1

Meeting #: 1981

CAR ISSUES

April 8, 2002
STATUS

#:

SUBJECT

DAYS
OPEN

TRG/
HOLD

FRC/
DUE

2002/04/08

* 26 01-9626-03: 1992-1994 Town Car Crown Victoria Mustang engine compartment fire w/ignition off

Cruise control deactivation switch

REDACTED

Christina

Note: "X's" in TRG or FRC columns mean the TRG or FRC meeting did not occur within timing.
" * " mean mileage charged to Truck or Escape.

#1981

EM02-025 0878 M

Eisenhauer, Gary (G.D.)

From: Ott, David (D.J.)
Sent: Tuesday, January 29, 2002 3:39 PM
To: Eisenhauer, Gary (G.D.)
Cc: Christensen, Kris (K.S.)
Subject: FW: Town Car Field Report Info for TI

The attached files represent the MORS, CQIS, AWS, Lawsuit and Claim file information separately for "responsive" (category "A") and "ambiguous (category "B") reports resulting from our review of reports and files in response to NHTSA's Inquiry RQ01-002.

Please let me know if you have any questions.

 ambig A & B Lawsuits and Cl...	 cqls ambiguous reports.rtf	 cqls responsive reports.rtf	 aws ambiguous reports.rtf	 aws responsive reports.rtf	 aws ambiguous reports.rtf
------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

Regards,

David J. Ott

Automotive Safety Office - Production Vehicle Safety
Fairlane Plaza South, Ste. 500
330 Town Center Drive
Dearborn, MI 48128

REDACTED

Phone: 313-33-78845
Fax: 313-59-42268

-----Original Message-----

From: Christensen, Kris (K.S.)
Sent: Monday, January 28, 2002 9:43 AM
To: Ott, David (D.J.)
Cc: Eisenhauer, Gary (G.D.); Lampe, Douglas (D.B.)
Subject: RE: Town Car Field Report Info for TI

Dave -

I would like for you to provide the information mentioned to Gary Eisenhauer...

- MORS and CQIS Reports
- lawsuit and claim info
- Including responsive and ambiguous reports (segregated)

We have a two-fold purpose

- Using this information for the draft paper we are putting together for internal review
- Data-sharing with TI per recent Purchasing agreement (tentatively scheduled for the third week of February).

With regard to the letter, all information that we intend to share with TI is to be pre-reviewed with Mike Renucci per his request.

Kris S. Christensen

Lincoln-Mercury Critical Concern Manager
MD X5 1WB02 EVB
Bus.: (313) 323-8497 Fax: (313) 845-1632
Pager: (313) 795-3825 or (888) 442-1143
CDSID: kchrist1 E-mail: kchrist1@ford.com

REDACTED

—Original Message—

From: Ott, David (D.J.)
Sent: Friday, January 25, 2002 1:52 PM
To: Christensen, Kris (K.S.)
Cc: Eisenhauer, Gary (G.D.); Lampe, Douglass (D.B.)
Subject: Town Car Field Report Info for TI

I received a request from Gary Eisenhauer (at your request) for field report information related to our Town Car/Crown Vic/Grand Marquis investigation RQ01-002 to eventually forward to TI.

Were you (at Mike Renucci's request I presume) looking for a copy of the MORS and CQIS reports which we provided to NHTSA, a summary of info, or both? Does this request include lawsuit and claim info? Are you looking for just the "responsive" reports or the "ambiguous" reports also?

Just trying to understand.....

Regards,

David J. Ott

Automotive Safety Office - Production Vehicle Safety
Fairlane Plaza South, Ste. 500
330 Town Center Drive
Dearborn, MI 48126

Phone: 313-33-78845
Fax: 313-58-42268

Sheffield, Drew (D.L.)

From: Lampe, Douglass (D.B.)
Sent: Wednesday, December 05, 2001 4:52 PM
To: Sheffield, Drew (D.L.)
Subject: RE: Texas Instruments' Brake Switch UPDATE

REDACTED

Regards,
Doug Lampe
dlampe@ford.com
313 594 4111

-----Original Message-----

From: Sheffield, Drew (D.L.)
Sent: Wednesday, December 05, 2001 4:30 PM
To: Lampe, Douglass (D.B.)
Subject: RE: Texas Instruments' Brake Switch UPDATE

fast response, thank! who signs this kind of thing? also, the agreement ref service, so indemnity will apply to service as well which I think is ok given the situation. Thanks

-----Original Message-----

From: Lampe, Douglass (D.B.)
Sent: Wednesday, December 05, 2001 4:27 PM
To: Sheffield, Drew (D.L.); Shepherd, Scott (S.A.); Engel, Jeff (J.R.)
CC: Porter, Fred (F.J.)
Subject: RE: Texas Instruments' Brake Switch UPDATE

Regards,
Doug Lampe
dlampe@ford.com
313 594 4111

-----Original Message-----

From: Sheffield, Drew (D.L.)
Sent: Wednesday, December 05, 2001 4:22 PM
To: Engel, Jeff (J.R.); Scott Shepherd

Cc: Porter, Fred (F.J.); Lampe, Douglas (D.B.); Drew Sheffield
Subject: Texas Instruments' Brake Switch UPDATE

REDACTED

Scott/Jeff:

Texas Instruments sent me a letter today with their interpretation of the agreement made during our 11/26/01 conference call. Their letter confirms our agreement to review the performance data and states "Texas Instruments agreed to continue shipping beyond Dec 31, 2001 based on:

- a. Ford's current plan to accelerate resourcing of this product to another supplier and,
- b. Ford granting TI indemnity for switches manufactured from January 1, 2002 forward, in line with the wording of TI's November 8, 2001 letter

... In the event that Texas Instruments' interpretation of the field/safety data is not consistent with Ford's conclusion that the switch application is safe for all applications, we will need to revisit the backward looking indemnity requested in our November 8, 2001 letter and forward looking supply of the switch."

I mentioned Ford's previous offer to sign forward looking indemnity early in our phone conference, but TI never brought the topic up later in the discussion. Based on this letter, I recommend we proceed with granting the forward looking indemnity as previously discussed.

I would like to get back to Texas Instruments ASAP.

Thank you.

Sheffield, Drew (D.L.)

From: Mazzorin, Carlos (C.E.)
To: Thursday, January 17, 2002 7:43 AM
Sheffield, Drew (D.L.)
Cc: Engel, Jeff (J.R.); SSHEPHER was deleted 20020103
Subject: RE: Texas Instruments Cruise Control Switch

I did review the paper understand the circumstances and have ok

-----Original Message-----

From: Sheffield, Drew (D.L.)
Sent: Monday, January 14, 2002 8:19 AM
To: Mazzorin, Carlos (C.E.)
Cc: Engel, Jeff (J.R.); Scott Shephard
Subject: Texas Instruments Cruise Control Switch

REDACTED

Hi Carlos,

Jeff Engel shared with you an Executive Summary of the Texas Instruments' Cruise Control Deactivation Switch Issue. To avoid a major supply issue impacting most trucks and Windstar, we are requesting your approval to sign a forward looking Indemnity Agreement with Texas Instruments covering switches shipped after January 1, 2002.

Please let me know asap whether you agree. We are in the process of resourcing this switch away from Texas Instruments, but need TI to keep shipping this product in high volume through much of 2002 CY. Thank you.

Sheffield, Drew (D.L.)

From: Sheffield, Drew (D.L.)
Sent: Monday, November 19, 2001 5:59 PM
To: Saha, Abbas (A.A.); Rosaman, Barbara (B.M.); Martin, Carmelita (C.); Burdette, Dave (D.W.); Morello, Dave (D.A.); Pauken, David (D.M.); Turner, Donald (D.A.); Marader, Doug (D.W.); Sheffield, Drew (D.L.); Porter, Fred (F.J.); Engh, Howie (H.L.); Fash, James Jay (J.W.); Liu, Jane (J.); Exell, Jeffrey (J.R.); Gertley Sr., Jeffrey (J.B.); Kadzilewski, Jeffrey (J.M.); Cheeko, John (J.M.); Dolnaky Jr., John (J.); Jennings II, Jonathan (A.); Gilpin, Leary (L.W.); Haleath, Mark (M.A.); Salazar, Mark (M.); Walker, Noel (N.A.); Jurecki, Raymond (R.); Hippley, Rick (R.J.); Gormely, Sean (S.L.); Padgett, Terry (T.L.); Spoto, Thomas (T.A.); Skwirsk, Tom (T.V.); Chokul, Vijiha (V.); Klosek, Walter (W.); Stroud, Walter (W.)
Subject: SUPPLY ISSUE -- Texas Instruments Cruise Control Deactivation Switches
Importance: High

FYI Here is what the weekly task force reviewed today -- Note Senior Purchasing has been aware of this issue for some time and we are escalating discussions with Texas Instruments to gain their agreement to continue shipping switches after 2001. We expect an outcome by next week. Meanwhile, the team is pursuing a number of options, the most viable of which appears to be reourcing this switch to Hi-Stat as a 2003MY running change.

Please send me any updates and let me know if you would like me to remove you from the distribution list. Doug, great job with the word document. I updated it and used it to cover the detail behind the alternatives.

Next meeting is Monday QMP 136 to try to finalize a sourcing plan or overall Ford proposal for Hi-Stat. Thank YOU.


 Also cc to H 808
 11-19-01.dmr


 Cruise Switch

REDACTED

REDACTED

REDACTED

Sheffield, Drew (D.L.)

Subject: Texas Instruments Cruise Control Switch
Location: WHQ Conf Room 9BW

Start: Mon 10/29/01 2:00 PM
End: Mon 10/29/01 2:30 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Required Attendees: Engel, Jeff (J.R.); es; Mellen, John (J.); Lampe, Douglass (D.B.); Castellari, Diane (D.M.)
Optional Attendees: Shepherd, Scott (S.A.); Porter, Fred (F.J.)

Notes: New Conf Room, Jeff will represent Carlos fyi

Purchasing/ review to agree on Ford's position to address a number of issues involving Texas Instruments cruise control deactivation switch:

- Safety - Texas Instrument's position and Ford technical conclusions
- Supply - TI request to exit business by end of 2001, Ford plan to protect supply including possible indemnification clause
- Recall - \$12 million 1999 EN/FN recall negotiation on-hold pending outcome of above issues.

Will prepare a briefing paper with recommendations prior to this meeting. Thank you.

REDACTED

REDACTED

REDACTED

Sheffield, Drew (D.L.)

From: Sheffield, Drew (D.L.)
Sent: Wednesday, October 17, 2001 2:38 PM
To: Fash, James Jay (J.W.); Hernandez-Flores, Lorenzo (L.H.); Jennings II, Jonathan (A.); Jurek, Raymond (R.); Kadzalewski, Jeffrey (J.M.); Kosek, Walter (W.); Marsden, Doug (D.W.); Padgett, Terry (T.L.); Porter, Fred (F.J.); Salazar, Mark (M.); Sheffield, Drew (D.L.); Skwirek, Tom (T.V.); Walker, Noel (N.A.)
Cc: Brown, Len (L.M.); Seshore, Patricia (P.J.); Minoa, Robert (R.W.); Galven, Rob (R.W.); Allen, Dave (D.R.); Jackson, Errol (E.C.); Shephard, Scott (S.A.); Hamers, Kevin (K.T.); Murdie, Chris (C.); Mulder, Charles (C.M.); JOLSENS was deleted 20011018; DeFrancesco, Joseph (J.N.); Thelen, Melanie (M.K.); Sanders, Michael (L.); Freitag, Rich (R.A.); Alzadeh, Mike (M.)
Subject: Weekly Brake Switch Task Force Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

The attached file includes the Brake Task force open issues, tentative switch phase-out plan as of 10/17, and contact sheet. Task force meets every Monday 3:30-5 in QMP 280. The Brake Strategic Commodity Team reviewed TI's request to exit the redundant cruise control switch application by the end of 2001 CY and recommended this weekly task force develop plans to protect supply (most trucks and Windstar plus service).

Task Force team – please review issues and come prepared to discuss status next Monday. Thank you everyone for the excellent support so far!



Redundant Cruise Control Deactivation Switch

Vehicles	Cycle Plan						Suppliers			Comments
	2002 CY	2003 CY	2004 CY	2005 CY	2006 CY	2007 CY	MC	Pedal (A4/Lead)	ABS/VD	
Windstar *							Tolco	Telex/ KSR	TRW	WIN26 (VD) uses switch V229 can move away from switch
Aviator U231							Bosch	Telex/ KSR	Conti **	follows U162, powertrain issues
F-Series (w/8500)	PN96	P221					Tolco	Telex/ KSR	TRW	P221 moves to pedal plugger switch pedal feel issues
Heavy F-Series/ Excursion	U137/P131						Tolco	Telex/ KSR	TRW	05 MY Investigating move to pedal no planned changes, package study
Ranger	P150				P336			Bosch	KSR	02=Conti ** 04=Advics
Econoline *	VN127						Bosch		TRW	
Sport/Sport Trac							Bosch	KSR	Conti **	
Explorer *	U162				U231			Bosch	Telex/ KSR	Conti **
Expedition/ Navigator	U222/8						Tolco	KSR	TRW	U222/8 already pedal mounted

- = TI Pressure Switch Used
- = Investigate elimination of TI Pressure Switch
- = TI Pressure Switch Not Planned (All Ford vehicles not shown do not use switch)
- * = Powered for "run only" versus "always hot"
- ** = Conti ABS control module uses switch for 3 channel ABS, will need to go to 4 channel if remove switch

Cruise Control Shut-Off Switch - Open Issues

**ENTIRE PAGE
CONFIDENTIAL**

Issue #	Priority	Deliverables / Issues	Status	Next Steps	Open Date	Target Closure	Lead Responsibility	Key Support
1		Investigate potential to eliminate redundant speed control deactivation switch.	Speed control SDB requires mechanical redundant feature.	Pending other OEM strategies	15-Oct		D. Mrazdan	F. Porter T. Stank
2		Replace with pedal mounted plunger switch, as on Escape, etc., most other OEM vehicles.	Programs investigating, note: pedal supplier Methode may have capacity issue with 40 week lead time.		8-Oct		CSB Engineering rep	
3		Replace with pedal mounted shunt switch, like Total Film on Toyota Escudo			15-Oct		F. Porter	R. Kiback
4		Replace with bezel-mounted position switch			15-Oct	End 10/31	L. Hernandez - TRW T. Stank - Bosch/Coil	TRW/CSB
5		Replace with HI-Stat insulated switch	Teams investigating, HI-Stat quoted \$2.5 and 52 week total lead time. Also HI-Stat requires sourcing of power steering switch to make a business case to take over cruise switch which has a limited estimated life. Awaiting response from steering switch engineering group.	HI-Stat at Task Force 10/28, Head Post decision ASAP to support Job#1 2008 MY	8-Oct		F. Porter & D. Sheffield	HI-Stat
6		Product functionality issues if only switch is removed: Coil ABS will require change from 3 to 4 channels, TRW IVS requires switch...			15-Oct		CSB Engineering rep	Coil/TRW
7		Gain TI commitment to continue supplying switch in current application, TI requesting information.		TI proposal due week of 10/29	8-Oct		D. Sheffield	Coil/CSB
8		Continue with TI switch and add 1A fuse vs. current 15-20 A			15-Oct		T. Padgett	
9		Continue with TI switch and ensure no powered for run only vs. always hot			15-Oct		T. Padgett	
10		Allow TI's switch easy fit to another supplier, as offered by TI			End		F. Porter & D. Sheffield	
11		Pursue other suppliers - Delphi, Bosch, Siemens...			End		D. Sheffield	F. Porter J. Jansing
12		Advice from for V ABS suppliers - Bosch, Toledo, TRW, Coil	Coil issues with 5 v 4 channels, TRW issues with IVS, Toledo no issues		8-Oct		D. Sheffield	Core buyers
13		Continue p.o. trials of extract laws by tier 1 suppliers and TI.		Awaiting copy of FORD p.o. with TI	8-Oct		D. Sheffield	Core buyers
<p>Notes:</p> <p>More info please just publication in bold.</p>								
14		← Next issue #						

REDACTED

Cruise Control Shut-Off Switch - Closed Issues

ENTIRE PAGE
CONFIDENTIAL

Issue #	Priority	Deliverable / Issue	Status	Next Steps	Open Date	Actual Closure	Lead Responsibility	Key Support
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Porter, Fred (F.J.)

From: Eisenhauer, Gary (G.D.)
Sent: Friday, March 01, 2002 4:18 PM
To: Porter, Fred (F.J.)
Subject: FW: Town Car Field Report Info for TI

Info for 14 D let us discuss tuesday 3/5

-----Original Message-----

From: Ott, David (D.J.)
Sent: Tuesday, January 29, 2002 3:39 PM
To: Eisenhauer, Gary (G.D.)
Cc: Christensen, Kris (K.S.)
Subject: FW: Town Car Field Report Info for TI

The attached files represent the MORS, CQIS, AWS, Lawsuit and Claim file information separately for "responsive" (category "A") and "ambiguous" (category "B") reports resulting from our review of reports and files in response to NHTSA's inquiry RQ01-002.

Please let me know if you have any questions.



Combined A & B
Lawsuits and CL...



cqis ambiguous
reports.rtf



cqis responsive
reports.rtf



mors ambiguous
reports.rtf



mors responsive
reports.rtf



wers ambiguous
reports.rtf

Regards,

David J. Ott

Automotive Safety Office - Production Vehicle Safety
Fairlane Plaza South, Ste. 500
330 Town Center Drive
Dearborn, MI 48126

Phone: 313-33-76845
Fax: 313-58-42288

-----Original Message-----

From: Christensen, Kris (K.S.)
Sent: Monday, January 28, 2002 9:43 AM
To: Ott, David (D.J.)
Cc: Eisenhauer, Gary (G.D.); Lampe, Douglass (D.B.)
Subject: RE: Town Car Field Report Info for TI

Dave -

I would like for you to provide the information mentioned to Gary Eisenhauer...

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- lawsuit and claim info
- Including responsive and ambiguous reports (segregated)

We have a two-fold purpose

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- Data-sharing with TI per recent Purchasing agreement (tentatively scheduled for the third week of February).

With regard to the letter, all information that we intent to share with TI is to be pre-reviewed with Mike Renucci per his request.

Kris S. Christensen

Lincoln-Mercury Critical Concern Manager
MD X5 1WB02 EVB
Bus.: (313) 323-8497 Fax: (313) 845-1832
Pager: (313) 796-3825 or (888) 442-1143
CDSID: kchrist1 E-mail: kchrist1@ford.com

—Original Message—

From: Olt, David (D.L.)
Sent: Friday, January 25, 2002 1:52 PM
To: Christensen, Kris (K.S.)
Cc: Eisenhauer, Gary (G.D.); Lampe, Douglas (D.B.)
Subject: Town Car Field Report Info for TI

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REDACTED

Just trying to understand.....

Regards,

David J. Olt

Automotive Safety Office - Production Vehicle Safety
Fairlane Plaza South, Ste. 500
330 Town Center Drive
Dearborn, MI 48126

Phone: 313-33-76845
Fax: 313-58-42288

CSD:0010

WORK IN CONTACT COMMENTS

05/16/1996 10:30:40

Last Name: PRATT
 Home Phone: 510 206-7910 Bus. Phone: 908 306-3315 Ext:
 Dealer: DON JENNINS & SON FARM Dist/Reg: IL
 VIN: 2FALP71W3R115541
 CONTACT NBR: 106922133 Date: 05/14/1996 Analyst Code: 20090
 File Type: LEGAL Time: 10:28:00 Analyst Name: DOWELL
 Cont. Type: C OUT CALL Micro: Letter Code:

Page: 1

-FORD WILL SEND EPA ASKIP
 -PLEASE DON'T DISTURB THE VEHICLE.

VEHICLE BELONGS TO THE US ARMY AND IS A DDOL VEHICLE FOR THEM.
 PLEASE DO NOT DISTURB PROPERTY BELONGING TO US ARMY.
 1002 REQUESTED INFORMATION DISPLAYED 05/16/96

REDACTED



M

From: Eisenhauer, Gary (G.D.)
Sent: Friday, March 01, 2002 4:16 PM
To: Porter, Fred (F.J.)
Subject: FW: Town Car Field Report Info for TI

Info for 14 D let us discuss tuesday 3/5

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Regards,

David J. Ott

Automotive Safety Office - Production Vehicle Safety
Fairlane Plaza South, Ste. 500
330 Town Center Drive
Dearborn, MI 48126

Phone: 313-33-76645

Fax: 313-59-42266

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Kris S. Christensen

Lincoln-Mercury Critical Concern Manager

MD X5 1WB02 EVB

Bus.: (313) 323-8487 Fax: (313) 845-1832

Pager: (313) 795-3825 or (888) 442-1143

CDSID: kchrist1 E-mail: kchrist1@ford.com

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Cc: Eisenhauer, Gary (G.D.); Lampa, Douglas (D.B.)
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Just trying to understand.....

REDACTED

Regards,

David J. Ott

Automotive Safety Office - Production Vehicle Safety
Fairlane Plaza South, Ste. 500
330 Town Center Drive
Dearborn, MI 48126

Phone: 313-33-76645

Fax: 313-59-42268

Header Name

Type	Category	VIN	RRR# Rec'd Completion Date	RRR# Candidate?	Vehicle Build Date	Inspection or Report Date	Vehicle	Model Year
CLM	B	1LNLM8TW1P		N	880288	11/11/00	Town Car	2002
CLM	B	1LNLM8TW1V		N	100888	01/08/01	Town Car	2007
CLM	B	1LNLM8TW8A		N	020887	02/08/00	Town Car	2007
CLM	B	1LNLM8TW8T		N	050188	01/14/01	Town Car	2008
CLM	B	1LNLM8TW7H		N	100891	03/14/01	Town Car	2002
CLM	B	1LNLM8TW8R		N	020184	03/17/00	Town Car	2004
CLM	B	1LNLM8TAL			Insold Vn	07/15/01	Town Car	2006
CLM	B	1LNLM8TW8Y		N	010898	08/16/00	Town Car	2002
CLM	B	1LNLM8TW8R		N	110893	03/17/00	Town Car	2004
CLM	B	1LNLM8TW7V		N	100098	020801	Town Car	2007
CLM	B	1LNLM8TW8A			Insold Vn	080808	Town Car	2002
CLM	B	1LNLM8TW8T		N	020298	080298	Town Car	2002
CLM	B	1LNLM8TW1B		N	080184	08/15/00	Town Car	2008
CLM	S	2FALP72W8P		N	021282	040801	Cross Vn	2005
CLM	S	2FALP72W8A		N	100788	08/13/00	Cross Vn	2007
CLM	S	2FALP72W8D		N	030298	082208	Cross Vn	2005
BUIT	B	2FALP72W8G		N	050897	010808	Cross Vn	2007
CLM	B	2FALP72W8D		N	011288	082101	Cross Vn	2005
CLM	B	2MELM74W0T		N	041088	12/12/00	Grand Marquis	2002
CLM	B	2MELM74W8P		N	080893	040807	Grand Marquis	2005
CLM	B	2MELM74W8C		N	011284	070808	Grand Marquis	2004
CLM	B	2MELM74W8T		N	070288	070301	Grand Marquis	2002
CLM	B	2MELM74W8P		N	120482	081288	Grand Marquis	2008
CLM	B	2MELM74W8C		N	080885	080808	Grand Marquis	2005
CLM	B	2MELM74W7P		N	121182	050801	Grand Marquis	2005
CLM	B	2MELM74W8P		N	082288	070801	Grand Marquis	2008
CLM	B	2MELM74W8C		N	081382	080208	Grand Marquis	2004
CLM	B	UN08CV			No VIN in file	01/10/00	Town Car	2002
CLM	B	UN08CV			No VIN in file	02/10/00	Town Car	2002
CLM	B	UN08CV			No VIN in file	01/10/00	Town Car	2006
CLM	B	UN08CV			No VIN in file	01/01/01	Cross Vn	2008
CLM	B	UN08CV			No VIN in file	04/08/01	Town Car	2002
CLM	B	UN08CV			No VIN in file	0820/01	Grand Marquis	2008
CLM	B	UN08CV			No VIN in file	10/10/00	Town Car	2008
CLM	B	UN08CV			No VIN in file	07/08/00	Grand Marquis	2002
CLM	B	UN08CV			No VIN in file	12/07/00	Town Car	2002
CLM	B	UN08CV			No VIN in file	01/25/00	Grand Marquis	2007
BUIT	B	1LNLM8TW8Y		N	082281	070288	Town Car	2002
CLM	B	1LNLM8TW8P		N	010893	020808	Town Car	2008
CLM	B	1LNLM8TW8P		N	081285	082108	Town Car	2008
CLM	B	2FALP72W1D		N	100784	08/17/00	Grand Marquis	2002

Perhaps documents reflect the use not result of deactivation switch.
 Perhaps documents reflect the use not result of deactivation switch.
 Perhaps documents reflect the use not result of deactivation switch.

Vehicle Status	Type	Category	VIN	WEVE Recall Completion Date	MSRP Check/Defect	Vehicle Build Date	Installed or Repair Date	Vehicle	Model Year
	SUT	A	2LJLMBTW6		N	12/17/02	01/02/01	Tow Car	2002
	SUT	A	2LJLMBTW6		N	09/12/01	07/05/00	Tow Car	2002
	CLM	A	2LJLMBTW5		N	09/01/00	08/12/00	Tow Car	2000
	CLM	A	2LJLMBTW7	02/14/00	Y	10/22/00	08/15/00	Tow Car	2000
	CLM	A	2LJLMBTW7		N	04/02/00	03/24/00	Tow Car	2000
	SUT	A	11NEM9Y87		M	08/28/00	03/12/00	Tow Car	2000
	CLM	A	2LJLMBTW6		N	03/17/00	02/05/00	Tow Car	2000
	SUT	A	2LJLMBTW6		N	03/02/00	02/17/00	Tow Car	2000
	CLM	A	2LJLMBTW6		N	03/02/00	02/14/00	Tow Car	2000
	SUT	A	2LJLMBTW7		N	02/04/00	01/12/00	Tow Car	2000
	CLM	A	1J4LR2040		M	12/08/00	08/03/01	Tow Car	2000
	CLM	A	1J4LR2040		N	08/24/00	07/02/01	Tow Car	2000
	CLM	A	2LJLMBTW6		N	05/02/00	11/22/00	Tow Car	2000
	CLM	A	2FACPTY9W		N	04/27/00	03/03/00	Tow Car	2000
	SUT	A	2FACPTY9W		N	03/11/00	11/05/00	Cross Vc	2000
	CLM	A	2FALP71W0		N	03/02/00	02/23/01	Cross Vc	2000
	CLM	A	2FALP74W0		N	03/10/00	02/25/00	Cross Vc	2000
	CLM	A	2FALP70W0		M	01/12/00	04/04/01	Cross Vc	2000
	CLM	A	2M2C070W0		N	00/02/01	02/04/00	General Meropls	2000
	CLM	A	2M2C070W0		N	00/27/00	12/02/00	General Meropls	2000
	SUT	A	2M2C070W0		N	12/01/00	08/27/00	General Meropls	2000
	CLM	A	2M2L070W0		N	02/02/00	04/12/01	General Meropls	2000
	CLM	A	LE8800			No VIN in file	02/14/01	Tow Car	1999
	CLM	A	LE8800			No VIN in file	04/02/00	Tow Car	1999
	SUT	A	LE8800			No VIN in file	02/24/00	Tow Car	2000
	SUT	A	2LJLMBTW6		N	07/02/00	07/06/00	Tow Car	2000
	CLM	A	2M2L070W0		N	12/17/00	02/27/01	General Meropls	2000

Private data reflects the user not report of description switch.
Private data reflects the user not report of description switch.

From: Reimers, Steve (S.J.)
Sent: Wednesday, June 27, 2001 4:38 PM
To: Porter, Fred (F.J.)
Subject: Update: BPS testing event

Possibly another variable...series resistance in short circuit path including power source and ground return path resistance.

Yesterday afternoon I added a 1 ohm 7watt resistor between the power supply and the switch (in place of the 15 amp fuse).
This is on the order of the resistance I calculate could occur in the harness and ground path.

At 8:30PM the voltage across the 1 ohm exceeded 3 volts (9watts). Ground current exceeded 2 amps but the time of occurrence is unknown.

The short (0.6 ohms) in the BPS was able to sustain 10 amps for at least 30 seconds. I did not test for any longer than that.

Next step:

Do the Next Steps below with a 1 ohm series resistor.

Steve

REDACTED

SR

-----Original Message-----

From: Reimers, Steve (S.J.)
Sent: Friday, June 15, 2001 4:53 PM
To: Porter, Fred (F.J.)
Subject: BPS testing event

Switch #14 developed a short sometime this week while I was at class.
I added this switch (ID=#14) to the test 2 weeks ago and have not replenished the brake fluid in it.

The other 7 switches that have been on-test since November 2000 with some down-time, have never developed a short.

The difference seems to be #14 is the only one that got Prestone brake fluid or it is just an anomaly.

The original test group which produced the flaming switch video were all tested with the same bottle of Prestone.

I opened the Kapton of this switch with a metal probe as I did on switch #15. Allan pierced all the others by some other method that may have introduced contaminants.

Next steps:

Test "anomaly" theory on 5 more probe pierced switches with Prestone.

Test "Prestone v Ford" theory on 5 more probe pierced switches with Ford brake fluid.

Give a sample of the Prestone and some new Prestone to the lab for chemical analysis. (???)

**ENTIRE PAGE
CONFIDENTIAL**

**Steve Raimers
RV&T EESE Chassis E/E Systems
313 39 03286, fax 313 39 04145**

Hoffman, Mark (M.E.)

From: Christensen, Kris (K.S.)
Sent: Wednesday, April 17, 2002 11:09 AM
To: Hoffman, Mark (M.E.)
Subject: FW: Oil Pressure Switch Fire

-----Original Message-----

From: McKinney, John (J.T.)
Sent: Wednesday, April 17, 2002 8:54 AM
To: Christensen, Kris (K.S.)
Subject: FW: Oil Pressure Switch Fire

'morning Kris, does this ring a bell? Did we ever recall this switch? I have asked Thyne for the parts. Call if you get a chance.

-----Original Message-----

From: Blackmer, Michael (M.P.)
Sent: Wednesday, April 17, 2002 8:31 AM
To: McKinney, John (J.T.)
Subject: FW: Oil Pressure Switch Fire

FYI..

Michael Blackmer
Police Brand Specialist
Phone/Fax: (313) 845-8594
E-mail: mblackme@ford.com

-----Original Message-----

From: Hansen, Thyne (T.)
Sent: Wednesday, April 17, 2002 8:25 AM
To: Linkiewicz, Joseph (J.)
Cc: Stark, Kevin (K.E.); Szejn, James (J.L.); Hansen, Thyne (T.); Blackmer, Michael (M.P.)
Subject: RE: Oil Pressure Switch Fire

Joe,

Thanks for the info. I will follow the reports through the system. I have checked in a number of areas and have not been able to find any information related to the referenced switch. These are pretty old vehicles, so it is worth digging deeper. The PCR that were submitted will be flagged with an "S" and will go into the EC groups in-box for further review. I do not think that the SSM on the brake fluid spill is related. I do not think that if it was related that we would have published the message as an SSM.

I will let you know if I find anything else.

Thyne N. Hansen

Modified Vehicle Specialist
North American Fleet Service FCSD
Phone: 313-390-1480
Fax: 313-248-8590
thansen1@ford.com <mailto:thansen1@ford.com>

-----Original Message-----

From: Linkiewicz, Joseph (J.)
Sent: Tuesday, April 16, 2002 6:18 PM
To: Hansen, Thyne (T.)

Subject: Oil Pressure Switch Fire

Thayne,

[REDACTED] submitted two Product Concerns today. This fleet does not have in-house warranty privileges but the Product Concern seemed to go off without a hick-up.

Their issue is they've had four 84-85 Crown Vics catch fire at the brake pressure switch/connector. They only have VINs for two - 2FACP71WXPX [REDACTED] and 2FALP71W5SX [REDACTED]. They were able to extinguish the fire today quickly providing me with the parts - F2AC9F924AA and connector 14603 (from memory - I'll send you the parts).

I found a message referencing brake fluid spillage causing corrosion. Could this be the cause? The connector and switch seem to contain a small amount of fluid.

Also, the [REDACTED] reports a similar fire but the vehicle was too severely burned to indicate where the origin was. The greatest amount of damage was at the power steering pump/master cylinder but these areas contain flammable liquids.

The [REDACTED] also had a 91 Crown Vic DM and the majority of damage was in the same area - VIN 2FACP72F0MX [REDACTED]

Joe Linkiewicz

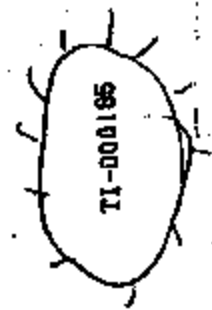
Field Manager
North American Fleet Services
(407) 875-7448
JLINKIEW@FORD.COM

REDACTED

TEXAS INSTRUMENTS INCORPORATED
FORD CCPS HY93 L/T PRICE QUOTATION

CURRENT STATUS

REDACTED



ERM2-025-A 20192 //

- BECAUSE OF TIMING DELAYS ON PART OF FORD IN RELEASING TOOLING FUNDS, TI WILL START HY92 PRODUCTION WITH MODIFIED VERSION OF 57PS.
- RUNNING CHANGE WILL BE MADE TO 77PS NO SOONER THAN 3 MONTHS AFTER START OF PRODUCTION (FORD RULES).
- INTERNAL OBJECTIVE TO BE CAPABLE OF RUNNING 57PSL TYPE DEVICES (POWER STEERING) ON CCPS AUTOMATED TOOLING BY HY93 (CURRENTLY ONLY SEMI-AUTOMATED).

11 APR 91 CD/DAA 050-0175

GAINESVILLE P.D. - OBSERVATIONS

- 3 INCIDENTS INVOLVING '94 CV POLICE INTERCEPTOR UNITS
- ALL 3 VEHICLES BUILT ON 4/29/1994

6/1999 - PARKED 2 HRS

- NO PICTURES
- SCRAPPED AS TOTAL LOSS

5/2001 - PARKED FOR 1/2 HOUR

- WITNESSES REPORT FIRE DRIPPING FROM DRIVER'S SIDE ENG. COMP.
- GAINESVILLE F.D. FIRE INVESTIGATOR REPORTED: APPEARS TO HAVE STARTED NEAR/BELOW MASTER CYLINDER.
- SOME .JPG FILES INDICATE UNDERHOOD FIRE, HEAVIER ON DRIVER'S SIDE (CONSISTENT WITH FUEL LOAD), DOES NOT DOCUMENT CAUSE & ORIGIN.
- VEHICLE SCRAPPED.

12/2001 - PARKED FOR SHORT TIME

- EXTINGUISHED EARLY
- FORD INSPECTED 2/6/2002

(1) BRAKE LAMP CIRCUIT OVER-FUSED (20 v. 15 AMP).

(2) MINIMAL DAMAGE (SPEED CONTROL DEACTIVATION SWITCH & SOME WIRING) - SWITCH BUILT 2/21/1994.

(3) SWITCH & CONNECTOR REMAINS REMOVED & DELIVERED TO CENTRAL LABS FOR DIS-ASSEY, X-RAY & ANALYSIS.

- VEHICLE BEING REPAIRED & RETURNED TO FLEET.

FLEET MGR DISCONNECTING SWITCHES IN REST OF 98 & 95 MY FLEET VEH'S.

- CURRENT G.P.D. FLEET:

<u>M.Y.</u>	<u>VEHICLES</u>	<u>M.Y.</u>	<u>VEHICLES</u>
1991	3	1999	9
92	1	2000	9
93	7	2001	<u>35</u>
94	29		
95	12		182
96	25		
97	32		
98	20		

- CHARACTERISTICS OF G.P.D. FLEET

- (1) BUY 75K ESP THEN MAINTAIN IN-HOUSE.
- (2) MOVE OLDER VEHICLES TO OTHER CITY FUNCTIONS (POOL, CHIEF'S TAKE-HOME, ETC) WHEN NEW VEHICLES ARE PURCHASED (BETTER MILEAGE & YES).
- (3) PERFORM ALL POLICE MODIFICATIONS IN-HOUSE.
- (4) DO NOT PATROL HIGHWAYS, ONLY RESIDENTIAL (LOW SPEEDS).
- (5) HIGH USAGE TIME IN STOPPED, IDLING, LIGHTS FLASHING MODE (HIGH BATTERY CONSUMPTION & INCIDENT OF NEEDING JUMP STARTS IN THE FIELD).
- (6) RARELY, IF EVER, USE SPEED CONTROL FUNCTION.
- (7) APPEARS THAT PART OF AFTERMARKET POLICE MODIFICATIONS INCLUDES OVER-SIZING BRAKE LAMP FUSE (20V. 15 AMP).
- (8) WARM CLIMATE.

4/2/2002 - Voice mail tag w/ [REDACTED]

4/3/2002 - PHONE CONVERSATION w/ [REDACTED]

- He has received no other input, he asked:
 - FEA H.P.
 - ALA H.P.
 - [REDACTED] (re-cycle like [REDACTED] too)
 - Among others
- Nothing unique about Gainesville use, service, lifespan.
- Ford payed for 12/2001 fire victim repair.
- Agreed he could cover cost of collecting switches for engineering study from Gainesville PD
- suggested we could ^{follow} contact/lead from Dexter Martin re: other cases(?) he mentioned; verify, collect more data.

GAINESVILLE PD December 2001 FIRE INCIDENT - CHRONOLOGY

4/28/1994	- Police Interceptor vehicle built, St. Thomas, Ont. Canada A.P.
5/11/1994	- Vehicle arrives at Florida dealership.
5/18/1994	- Vehicle delivered to fleet customer, City of Gainesville, Florida for use in police fleet. City of Gainesville also purchased Extended Service Plan (EXP) to cover 5 years or 75,000 miles. - QUESTION: Where were police modifications performed?
6/2/1994	- 10 Miles- Use outside labor for multi-panel paint repair to resolve environmental fallout all over top surfaces of vehicle concern, Duval Ford, Jacksonville, Florida.
7/1994-12/1994	
1/11/1995	- 7917 Miles- Replace bolt according to campaign #94S89, perform front end alignment to resolve constant pull to right concern, Paul West Ford, Gainesville, Florida.
2/1995-8/1995	
10/11/1995	- 17,892 Miles- Perform powertrain diagnostics to investigate engine stumbles & misses on acceleration concern, no trouble found, Paul West Ford.
1/16/1996	- 19,912 Miles- Perform campaign #95S25 work, perform powertrain diagnostics & repair open circuit in wire harness at connector C-192 to resolve engine missing while driving concern, perform TSB #95-23-04 by replacing transmission torque converter, oil pan screen & fluid to resolve transmission chatter going into overdrive concern, Paul West Ford.
7/9/1996	- 22,940 Miles- Perform powertrain diagnostics & replace idle air bypass tube assembly to resolve howling noise at idle concern, replace crankcase oil cooler & anti-freeze as described in program #96B66, Paul West Ford.
8/29/1996	- 24,063 Miles- Replace both front window power lift drive assemblies to resolve front window inop concern, Paul West Ford.
9/1996-12/1996	
1/1997-7/1997	
6/26/1997	- 31,786 Miles- Replace hood latch striker as described in campaign #97S63, Paul West Ford.
10/29/1997	- 33,076 Miles- Replace windshield wiper motor assembly to resolve windshield wiper inop concern, Paul West Ford.
11/1997-11/1998	
12/15/1998	- 40,634 Miles- Replace front suspension upper & lower control arms to resolve squeaks when turning concern, Paul West Ford.
5/16/1999	- ESP purchased by City of Gainesville expired.
6/1999-12/1999	
2000	
1/2001-11/2001	
12/2001	- Vehicle involved in fire incident after being parked for a short period of time. Fire was discovered before vehicle was totally involved. - JPG photographs indicate a fire under the brake booster and between the frame rail and front left wheel well. There is no clear indication of an exact origin point or ignition source. - QUESTIONS: Driver's observations? Any recent comments regarding performance/service logged by fleet manager dept? Where was scene of fire? Who extinguished? What did they see before/while extinguishing?
12/2001	- Gainesville Fleet Management contacts Ford Motor Company.



Central Laboratory
15000 Century Drive
Dearborn, MI 48120-1267
FAX (313) 522-1814

Report 21245

September 13, 2002

To: F. Porter (313) 84-53722
From: S. LaRouche (313) 84-64876
Subject: Brake Pressure Switch
Part Number: F2AC-9F924-AA
Specification: Not Provided
Supplier: Texas Instruments

Received: One switch, identified as 5068-A, was received on June 18, 2002.

Object: Perform teardown inspection to assist in determining cause of failure. Perform chemical analyses on internal contamination.

Conclusion: The switch housing exhibits evidence of charring, while the switch contacts exhibit evidence of corrosion attack and melting.

The following conditions indicate that the failure was caused by leakage of brake fluid from the hydraulic portion of the switch (hexport and cup) into the electric portion of the switch (switch housing cavity and terminals):

Visual examination revealed a leak path for brake fluid through all three Kapton seals (tears in the Teflon overlays and cracks in the Kapton substrates).

The switch housing cavity, cup, and terminals contain sludge-like deposits in which brake fluid was detected. This indicates that leakage of fluid occurred from the hydraulic portion into the electric portion of the switch.

The sludges also contain high concentrations of copper, along with zinc, apparently from dissolution or corrosion of the brass switch components.

Data and Analysis:

Visual Examination

As-Received:

The switch housing has a charred area extending from the crimp ring to where the edge of the connector was located (Figures 1 through 3). The terminals are covered with a brown/black sludge containing fibers (Figure 4). A sample of the sludge was removed for analysis (see Elemental Analysis and Molecular Characterization).

The connector appears to have been melted around the terminals (Figure 5). A brown/black sludge is present in this area. The impression left in the red seal by the end of the switch housing is not uniform (Figures 6 through 8).

Disassembled:

The switch housing and cup were separated by making two cuts in the crimp ring approximately 180 degrees apart.

REDACTED

Visual Examination - continued

The cavity in the switch housing is filled with a blue/green sludge which has a black film on the surface (Figures 9 and 10). Some fibers and brass colored globules are visible in the sludge. A sample of the sludge was taken for analysis (see Elemental Analysis and Molecular Characterization). After the sludge was sampled, it was removed from the cavity in order to examine the contacts. The movable contact and arm are missing (Figure 11). The stationary contact is present and exhibits apparent corrosion attack (Figure 12). The base of the bridge area exhibits a crack (Figure 13). The base of the movable contact appears to have been melted (Figures 14 and 15).

The face of the cup is covered with a blue/green/black sludge and has a moist appearance (Figures 16 and 17). The cup and hexport were separated by sawing the crimp off the cup. This exposed the Kapton seals (Figure 18). Droplets of what appeared to be brake fluid were visible on the seals (Figure 18). The Kapton seals, washer converter, and disc were removed from the cup. Before these items were removed, the orientation and location of the Kapton seals were maintained by placing small punch marks in the corners of the seals. The seal closest to the hexport received one mark, the middle seal received two marks, and the seal contacting the washer and converter received three punch marks.

The interior of the cup exhibits sludge around the transfer pin hole (Figure 19). Some of the sludge was sampled for analysis (see Elemental Analysis and Molecular Characterization).

The washer is mostly clean except for a black deposit in the concave area (Figure 20). The converter, disc, and spacer exhibit some discoloration (Figures 21 and 22).

The Teflon overlays on both sides of the Kapton seal nearest the hexport exhibit tears and delaminated areas (Figures 23 through 26). The Teflon overlay was peeled from one side of the seal to expose the Kapton substrate (Figure 27). The substrate exhibits buckles and discoloration, along with a doughnut shaped impression left from when the seals conformed to the shape of the washer and converter. Cracks follow the apex of the doughnut shaped impression and the buckles (Figures 28 through 29).

The Teflon overlays on both sides of the middle seal exhibit tears and delaminated areas (Figures 30 through 33). The Teflon overlay was peeled from one side of the seal to reveal the Kapton substrate (Figure 34). The substrate exhibits discoloration and cracks that follow along the apex of the doughnut shaped impression (Figures 35 and 36).

The Teflon overlays on both sides of the seal contacting the washer and converter exhibit tears and delamination (Figures 37 through 40). The Teflon overlay was peeled from one side of the seal to expose the Kapton substrate (Figure 41). The substrate exhibits discoloration and cracks which follow along the apex of the doughnut shaped impression (Figure 42 and 43).

The tears in the Teflon overlays, and the cracks in the Kapton substrates of all three seals may have formed a leak path for brake fluid through the seals.

The interior of the hexport appears clean (Figure 44).

Samples of the sludge that had been removed from the terminals, switch housing cavity, and cup were rinsed with propanol. Both the soluble and insoluble materials were analyzed:



Elemental Analysis of Propanol Insolubles, weight percent¹
(Rigaku X-ray Fluorescence)

The sludges contain high concentrations of copper, along with zinc, which would suggest corrosion or dissolution of the brass components of the switch.

	<u>Terminal</u>	<u>Cup</u>	<u>Switch Housing</u> <u>Cavity</u>
Aluminum	11	0.8	4.9
Calcium	12	0.5	0.9
Chlorine	---	---	0.2
Chromium	---	0.15	0.1
Copper	25	49	56
Iron	3.4	32	1.6
Lead	---	---	0.2
Magnesium	---	---	0.2
Manganese	---	0.17	---
Nickel	---	0.25	0.06
Phosphorus	4.9	1.6	6.5
Potassium	---	0.15	0.4
Silicon	34	1.5	4.7
Sodium	---	---	13
Sulfur	4.9	0.6	2.9
Tin	---	---	0.2
Zinc	4.2	13	7.1

Molecular Characterization
(FTIR, Qualitative, Microscopic)

Cup

Spectra of the propanol solubles are characteristic of glycol ether based material, probably brake fluid, ester, water and other material.

Spectra of the propanol insolubles are characteristic of a metal salt, possibly an oxalate or carboxylate and other material, possibly including sulfate and/or silicate.

Switch Housing Cavity

Spectra of the propanol solubles are characteristic of glycol ether based material, probably brake fluid, ester, water and other material.

Spectra of the propanol insolubles are characteristic of carbonate, sulfate and/or silicate and other material.

¹ The XRF results are normalized to 100% based upon detected elements. (The instrument cannot detect elements lighter than fluorine). They do not include contributions from elements not listed above.

The precision and accuracy of this technique has been estimated to $\pm 10\%$ for a standard size specimen.



Molecular Characterization - continued

Terminal

Spectra of the propanol solubles are characteristic of glycol ether based material, probably brake fluid, ester and other material.

Spectra of the propanol insolubles are characteristic of nitrogenous material, possibly amide and/or polyamide, ester, hydrocarbon and other material, possibly including metal salt.

Contributors: M. Haga, T. Munie, and G. Ujewicz

Concur: _____
A. Radke, Supervisor
Metallurgy and Mechanical Testing Section

By: _____
Steven LaRouche (SLAROUCH)

Enclosures: Figures 1 through 44
SL/al

FILED

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

27 2003

ALLSTATE INSURANCE COMPANY,)
as subrogee of Beverly and Harold Ufert,)
Plaintiffs,)

v.)

Case No: (3187)

JURY DEMAND

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

FIRST COMPLAINT AT LAW

NOW COMES Plaintiffs, ALLSTATE INSURANCE COMPANY, (hereinafter "Allstate"), as subrogee of Beverly and Harold Ufert (hereinafter "Uferts"), 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 Uferts made a claim seeking indemnification and reimbursement for damages resulting from a fire on August 4, 2002, at the Ufert home located at 137 Roswood Lane, East Alton, Illinois.

8. Subsequent to the claim by the Uferts, 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 Uferts a total sum in excess of \$80,000.

10. In consideration of payments made by Allstate to the Uferts, the Uferts 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 Uferts purchased a Mercury Grand Marquis, Vehicle Identification Number 2MELM75W9PX674293, from Creame 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 Uferts 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 Uferts' 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 Uferts 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 Uferts fire was caused by the failure method noted in paragraphs 23 and 24 (above).

COUNT I
NEGLIGENCE-FORD

21. Allstate, as subrogee of the Uferts 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 Uferts' 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;

(s) 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

(t) Failed to consider or provide switch cycle data created by the vehicles' anti-lock brake, 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 Uferts, 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 Uferts 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts' 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 Uferts' 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 Uferts' 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 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts' 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 Uferts' 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 Uferts' 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts, 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 Uferts 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 Uferts, 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 Uferts, 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 Uferts 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 Uferts, 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

==>

ENTER VIN ==> 2MELM75W9E[REDACTED]

NAME ==> [REDACTED] ZIP ==> [REDACTED] MODEL YR ==>

OWNER NAME : [REDACTED]

STREET ADDR : [REDACTED]

[REDACTED]

CITY : MARTHASVILLE

N/A YY-MM-DD 96-01-21

ST/PRV: MO CTRY:

ZIP/POSTAL CODE: 633571018 N/A SOURCE: F

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

	DIVISION	DISTRICT	ZONE	DEALER	PDC CODE	FCSD	REGION
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

ENTER CAMPAIGN NUMBER==> 96L12 VIN==> 2MELM75W9PK [REDACTED] 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: PX 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

=>

ENTER CAMPAIGN NBR ==> 58111 VIN ==> 2MEELG7M [REDACTED]
 DEFECT : PASS AIR BAG BODY STYLE DESC: 4 DR SEDAN LS
 RESP 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 : ST/PRV: MO
 CITY : MARTHASVILLE CTRY:
 ZIP/POSTAL CODE: [REDACTED] N-A SOURCE: P N-A EFF 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 : ST/PRV:
 CITY : CTRY:
 ZIP/POSTAL CODE: N-A SOURCE: N-A EFF DATE: YY-MM-DD

F1=INQUIRY F3=EXIT F4=QUIT F5=G150 F7=FIRST PAGE F8=NEXT PAGE F9=G140
 I048-LAST PAGE OGDB432

==>

ENTER CAMPAIGN NUMBER==> 96L12 VIN==> 2MELM75W9P[REDACTED] 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)
 E807-END OF CAMPAIGNS FOR VEHICLE - CURRENT AND HISTORY DATABASES OGDB432

CUSTOMER NAME/PHONE NUMBER

CUSTOMER LIST

ADDRESS

MARTHASVILLE MO

STATUS

No Open Issues

EN02-026 57297

Customer Info

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

EA02-029 57238



VIN
 2MELM75W8PX [REDACTED]
 1LNLN82WXVY
 1FTCR14X6PPB

Year	Model
1993	GRAND MARQUIS
No Open Issues	
1997	TOWN CAR
No Open Issues	
1993	RANGER
No Open Issues	

Vehicle List

Sales Type	Owner Status
INDIVIDUAL RTL	Original Owner
INDIVIDUAL RTL	Original Owner
INDIVIDUAL RTL	Original Owner

Vehicle Info
 Oasis
 Warranty History
 Oasis
 Warranty History
 Oasis
 Warranty History

ER02-025 57239

ESP / Recall Information

VIN: 2MELM75W9PX674293

No ESP Information for this VIN

Recall Information

Number	Type	Description	Campaign	Status	Status Date	Dealer Code
96L12	L	PASS AIR BAG		FORCED COMPLETION	1998-01-22	AUTOC

ESP02-020 07240

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 2MELM75W9PX [REDACTED] Val Line: C/PF - GRAND MARQ (EN33/EN114) [92-04] Eng Serial No: W
 Model Year: 1993 Market Derived: CM - MERCURY DIVISION DERIVATIVE Body Shell: *
 Veh Type: C Drive Code: C/B - 2 WHL L/H REAR DRIVE Engine: C/VN - B-M 4.6L SOHC EFI NA CIVI G-HP
 Inv. Dealer: 11843 Body Cab Style: C/FA - 4 DOOR SEDAN-4 LITE Transmission: C/DK - 4 SPD AUTO TRANS NAAO AODE
 Version/Series: C/AJ - LS VERSION - CAR

BUILD INFORMATION:

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

SALE INFORMATION:

Region: NA - ##### Selling Dealer: 354280 - *
 Country: USA - ##### Selling Dtr St/Prov: CA
 Buyer St/Prov: CA
 Arrival Date: 21-JUN-1993 Red Carpet Lease: *
 Sale Date: 26-JUN-1993 Fleet/Rental/Co. Lease: R
 Warranty Start Date: 26-JUN-1993 Modified Vehicle: *
 Orig Warranty Date: 26-JUN-1993 Reacquired Vehicle: * Vehicle Export Flag: N

VOC/EOC:

1 2 3 4 5 6 7 8 9
 N757X6742937 44 A2 1185110 D92 6 2 FOX759 Q7 3 KHL 8 860310 1V MC HELM 3 3 M
 20819 9 B 9 172A 9WD 0
 AA

EN82-025 57241

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/B - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	*	GVW Class Code:	L
Audio Blk:	* - [N/A]	Instrumentation:	* - [N/A]
Axle Ratio:	BGACC - 3.08 FINAL DRIVE RATIO	Mirror(Driver Side):	* - [N/A]
Axle Type:	BGIAC - LIMITED SLIP REAR AXLE	Mirror(Passg Side):	* - [N/A]
Battery Amp Rating:	HC	Paint:	PNMBS - TWILIGHT BLUE C/C #2
Brake Code:	* - [N/A]	Power Antenna:	AE - POWER TELESCOPIC RADIO ANTENNA
Brake Code(Service):	* - [N/A]	Radio:	AE - ELECTRONIC AM/FM STRO/CASSETTE
Calibration Code:	3(BMR11A)	Sound System:	* - [N/A]
Color(Access):	* - [N/A]	Susp Tandem Axle:	
Color(Trim):	* - [N/A]	Tire Brand:	AJ - MICHELIN
Delivery Type:	0	Tire Size:	D3GSP - FZ15/70R15 WSW
Driveshaft Code:	*	Traction Control:	AB - ANTI-SPIN TRACT BRAKES W/O IVD
Front Seat:	* - [N/A]	Wheel Base:	
Fuel Type:	* - [N/A]		

TIRE DOT INFORMATION:

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

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	*	Emission Code:	CC - C/C
ESP Coverage(Miles):	*	Emission Cert Type:	C
ESP Coverage(Time):	*	Emission Decal Suffix:	J3U
ESP Plan Year:	*	Engine Family:	PFM46V5PDCX
ESP Signature Data:			

E982-625 57242

Standard Claims List For Model Year 1993

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SUFF	CC	CD	DIST (Miles)		
2MELM75W9P	C/FP	C/M	C/FA	C/AJ	C/B	AW	C/DK	C/VN	31-MAY-1993	26-JUN-1993	354280	USA	0	6Y01	010205	*	16612	*	P9*	08	5		
AWS Claim Key:		7716541	Trx Code:		R23	Labor Hrs:		.6															
Dir Cd-Sub Cd:		05568.*	Name:		SO CALIF EDISON - MONROVIA			Ph:	.*	St:	CA	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		17-JUN-1993	Doc #:		066998
Cust Comments:		HOOD AND DECK																					
Tech Comments:		RUSTY																					
2MELM75W9P	C/FP	C/M	C/FA	C/AJ	C/B	AW	C/DK	C/VN	31-MAY-1993	26-JUN-1993	354280	USA	2	6Y01	NANANA	*	703100	*	G02	33	2445		
AWS Claim Key:		7716543	Trx Code:		2	Labor Hrs:		0															
Dir Cd-Sub Cd:		05476.*	Name:		FAIRWAY FORD			Ph:	714-5241200	St:	CA	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		18-AUG-1993	Doc #:		044115
Cust Comments:																							
Tech Comments:																							
2MELM75W9P	C/FP	C/M	C/FA	C/AJ	C/B	AW	C/DK	C/VN	31-MAY-1993	26-JUN-1993	354280	USA	2	6Y20	00001	*	MISC	*	B4*	33	2445		
AWS Claim Key:		7716542	Trx Code:		2	Labor Hrs:		.2															
Dir Cd-Sub Cd:		05476.*	Name:		FAIRWAY FORD			Ph:	714-5241200	St:	CA	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		18-AUG-1993	Doc #:		044115
Cust Comments:		999A																					
Tech Comments:		ADJ GLOVE BOX DR																					
2MELM75W9P	C/FP	C/M	C/FA	C/AJ	C/B	AW	C/DK	C/VN	31-MAY-1993	26-JUN-1993	354280	USA	7	7D07	17XXXX	ESMY	13466	A	A85	46	7783		
AWS Claim Key:		7716544	Trx Code:		2	Labor Hrs:		.3															
Dir Cd-Sub Cd:		05476.*	Name:		FAIRWAY FORD			Ph:	714-5241200	St:	CA	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		06-JAN-1994	Doc #:		048988
Cust Comments:																							
Tech Comments:																							
2MELM75W9P	C/FP	C/M	C/FA	C/AJ	C/B	AW	C/DK	C/VN	31-MAY-1993	26-JUN-1993	354280	USA	41	3A08	070100	P6ZZ	7902	ARM	N22	08	48950		
AWS Claim Key:		21188205	Trx Code:		P05	Labor Hrs:		4.9															
Dir Cd-Sub Cd:		08145.*	Name:		CHRIS AUFFENBERG FORD INC			Ph:	636-2394500	St:	MO	Ctry Cd:		USA	Reg Cd:		NA	Repr Date:		08-OCT-1996	Doc #:		0954691
Cust Comments:		CUSTOMER STATES VIBRATION OR SHUDDER FROM TRANSMISSION TECH 141 FSN Y N /																					
Tech Comments:		PERFORMED DIAGNOSTIC TESTS AND REPLACED TRANSMISSION TECH 141 FSN Y N / NN C 000NN NN27B0954691 P05PAWADLR 01 P05 A1DPNNN20N09																					

ER02-025 57243

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 (EN53/EN114) [92-04]

Warranty Start Date: 26-JUN-1993

Production Date: 31-MAY-1993

VIN: 2MELM75W9PX [REDACTED]

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: (*)-*

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

ER82-825 57244

Claim Information

Document Number: 066998

Repair Date: 17-JUN-1993

Distance: 5

TIS: 0

<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Description</u>	<u>CPSC</u>	<u>Quantity</u>
Y	*	16612	*	HOOD	010205	0
N	*	40110	*	DOOR ASY-LUGGAGE	010205	0
N	*	MAT	*		010205	1

ER02-026 57245

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/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: 2MELM75W9PX [REDACTED]

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: G02 - GLASS BROKEN/CHIPPED/CRACKED/DISTORTED

Condition Code: 33 - LOOSE

Technician Comment:

Customer Comment:

Labor Op Code Labor Op Description

OSL OUTSIDE LABOR

ER82-825 57246

<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Part</u> <u>Description</u>	<u>CPSC</u>	<u>Part</u> <u>Quantity</u>
Y	*	703100	*	WINDSHIELD GLASS NANANA		0
N	F3AZ	5403100	A	WINDSHIELD GLASS NANANA		1
N	*	OSP	*	OUTSIDE PART NANANA		1

ER02-023 57247

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: 2MELM75W9PX [REDACTED]

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

ER82-825 57248

Causal Full Part Number
Flag PREF BASE SUFF

Part
Description

Part
CPSC Quantity

Y * MISC * FOR REPAIRS NOT COVERED BY WARRANTY 000001 0

2902-020 07249

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 (ENS3/EN114) [92-04]
 Warranty Start Date: 26-JUN-1993
 Production Date: 31-MAY-1993
 VIN: 2MELM75W9PX [REDACTED]

Claim Information

Document Number: 048988
 Repair Date: 06-JAN-1994
 Distance: 7785
 TIS: 7

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

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

EN02-025 57256

Causal	Full Part Number	Part	Part	
Flag	PREF	BASE	SUFF	Description CPSC Quantity
Y	E5MY	13466	A	SMALL BULBS 17XXXX 1

EM02-029 07261

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 LTE
 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: 2MELM75W9PX [REDACTED]

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 /

Labor Op Code Labor Op Description

952304I REPLACE

EA02-025 57252

<u>Flag</u>	<u>PREF</u>	<u>BASE</u>	<u>SUFF</u>	<u>Part</u>	<u>Description</u>	<u>CPSC</u>	<u>Quantity</u>
Y	F6ZZ	7902	ARM	CONVERTER	ASY	070100	1
N	XT	2	QDX	MOTORCRAFT	BATTERY	190101	12

EMR-025 87253