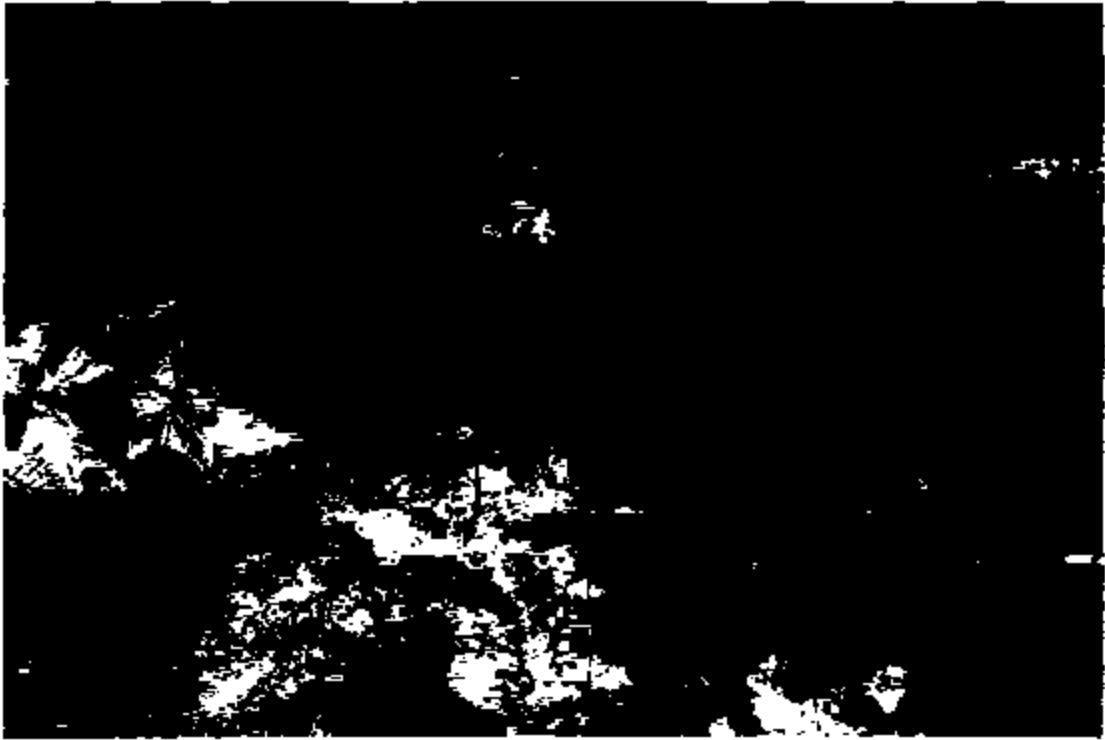


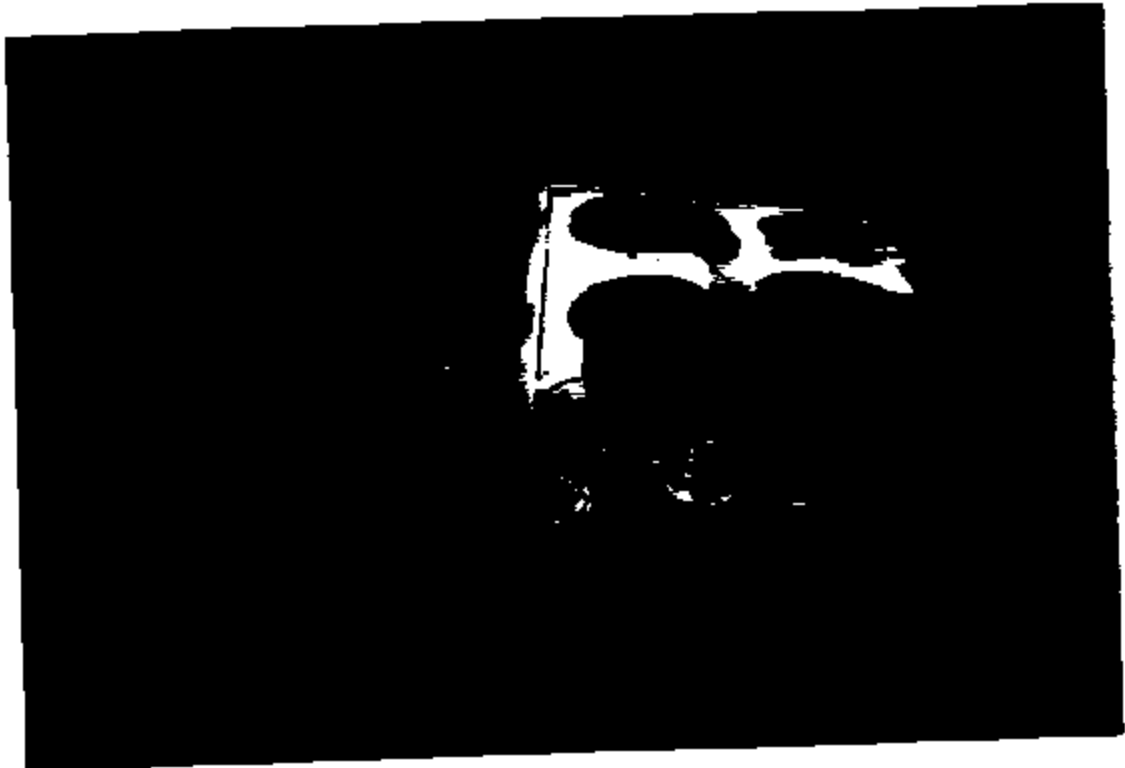
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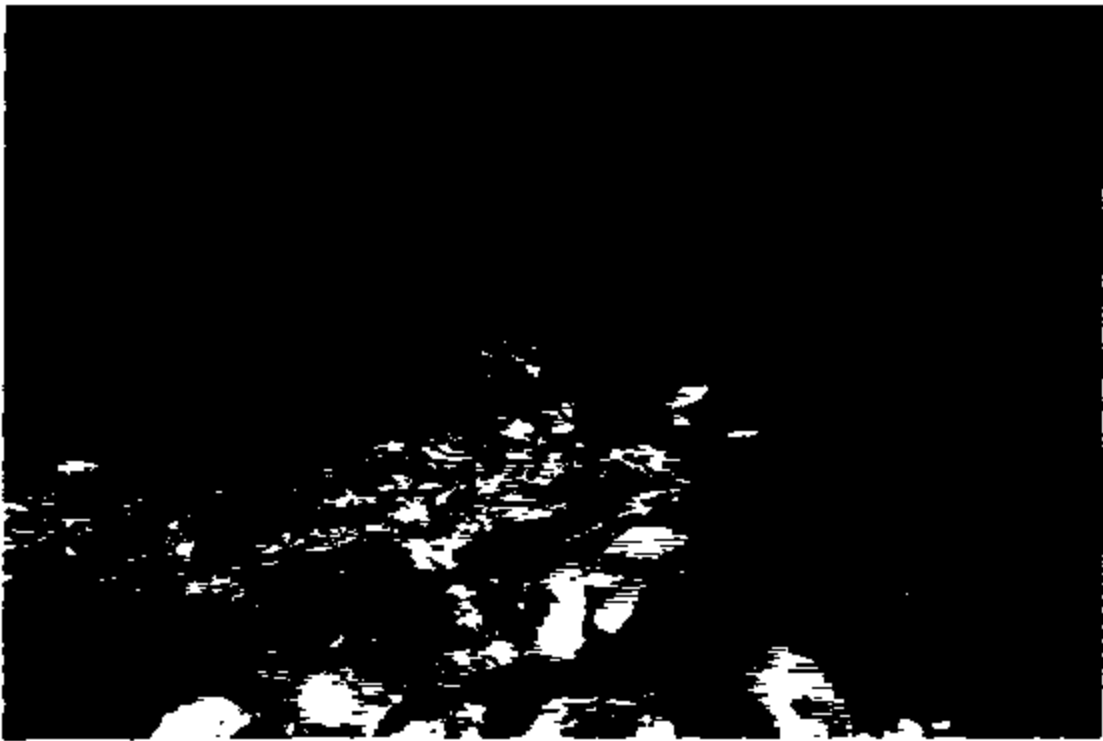
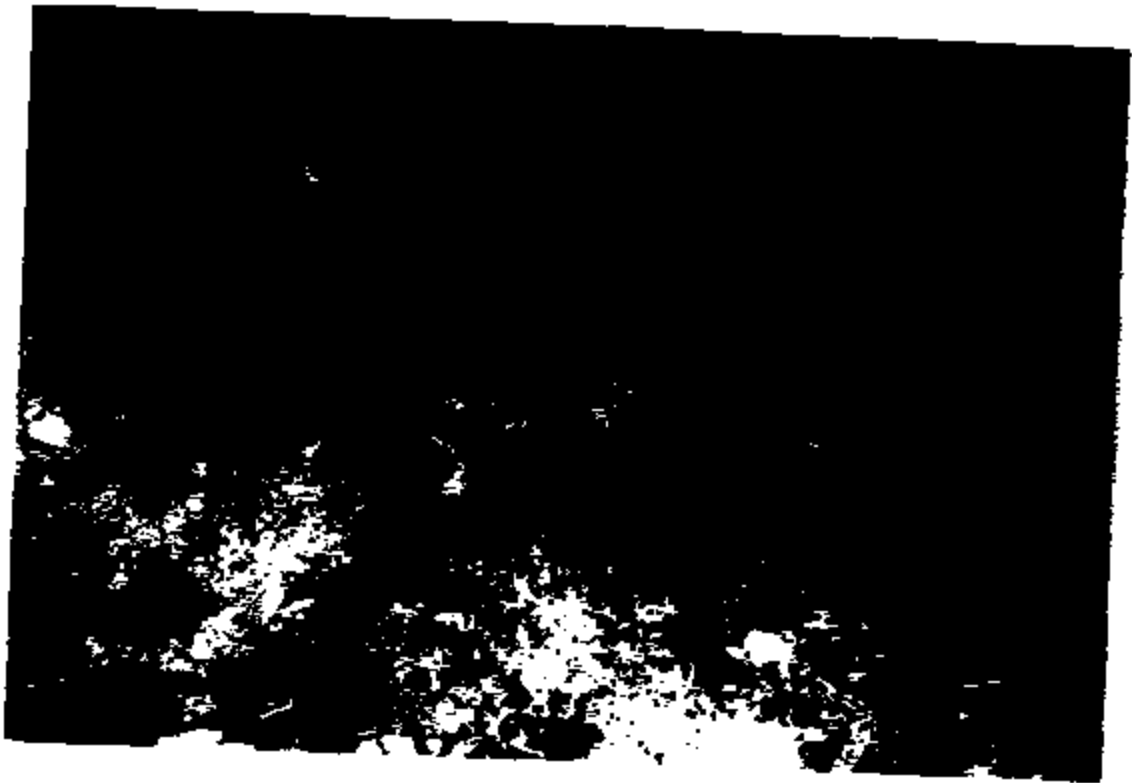




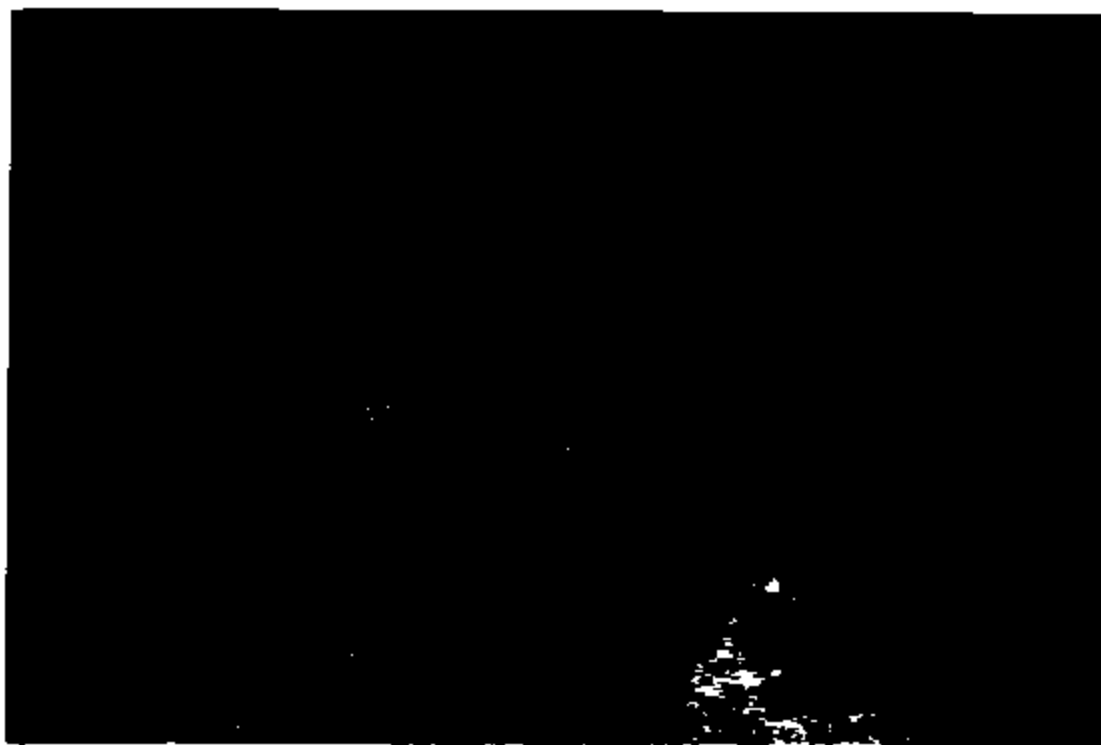












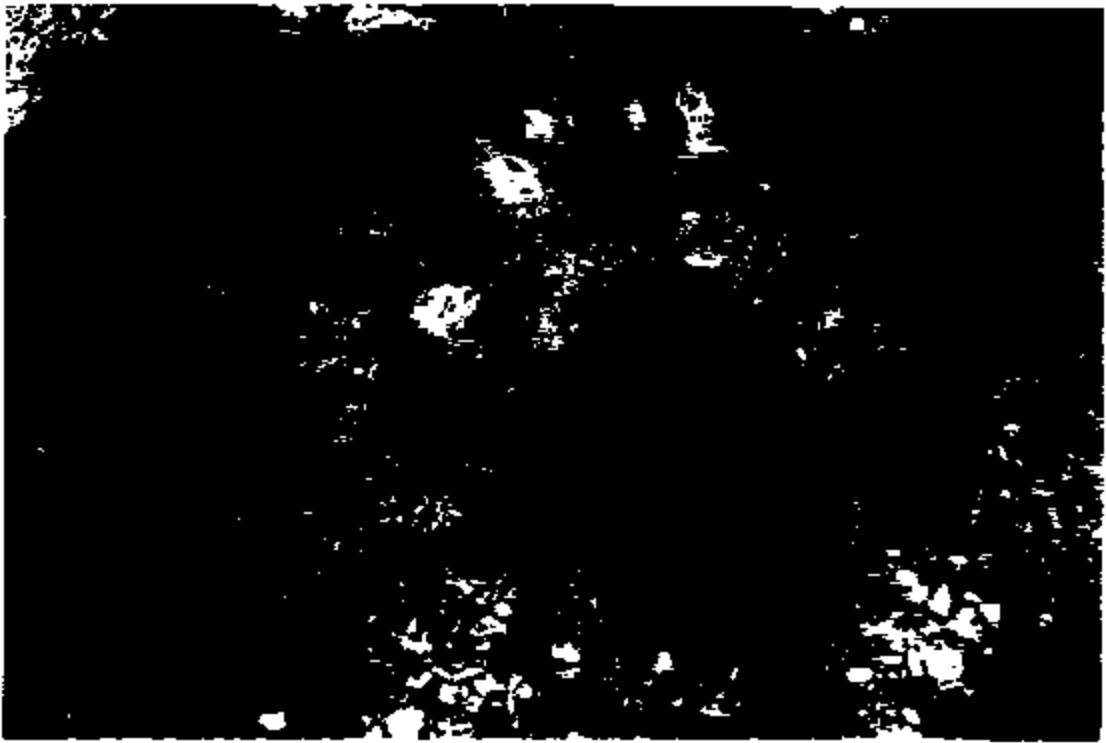
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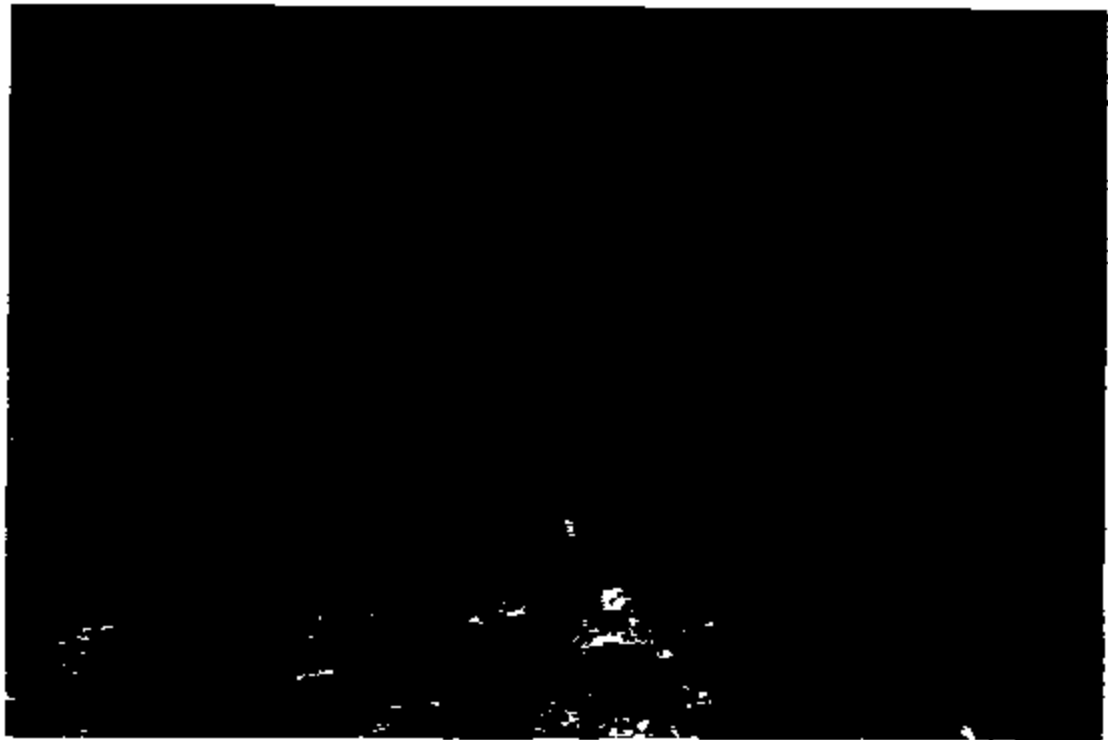


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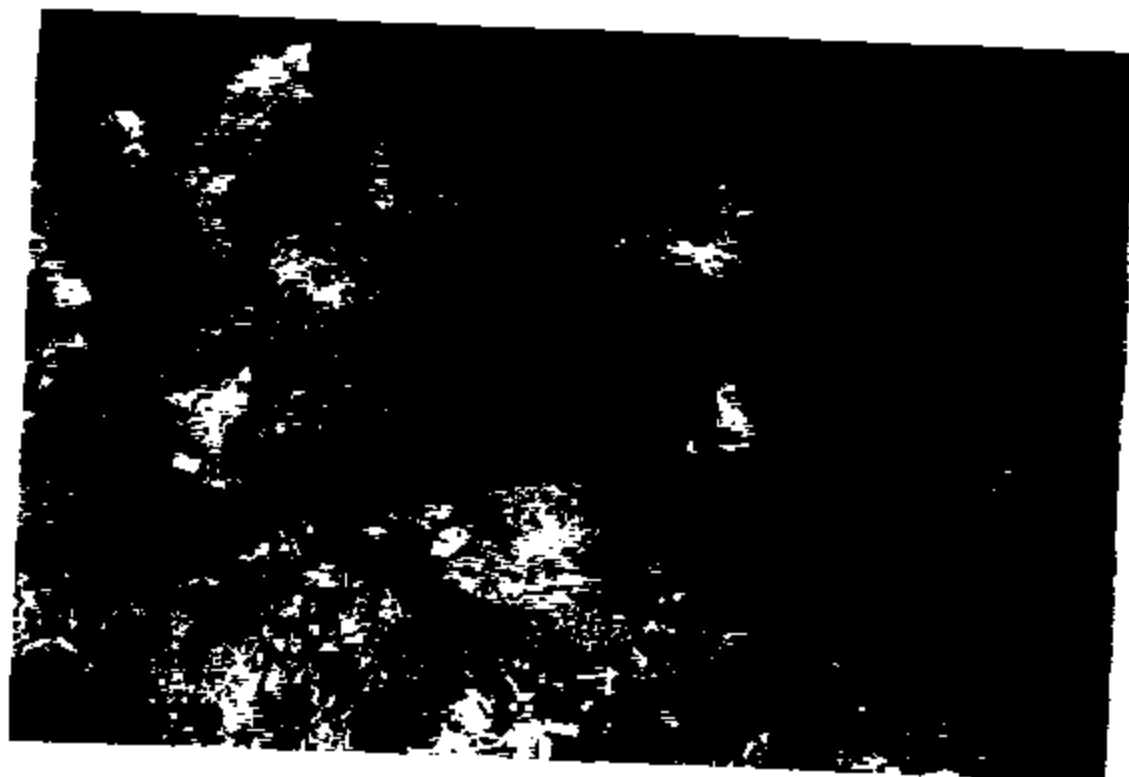
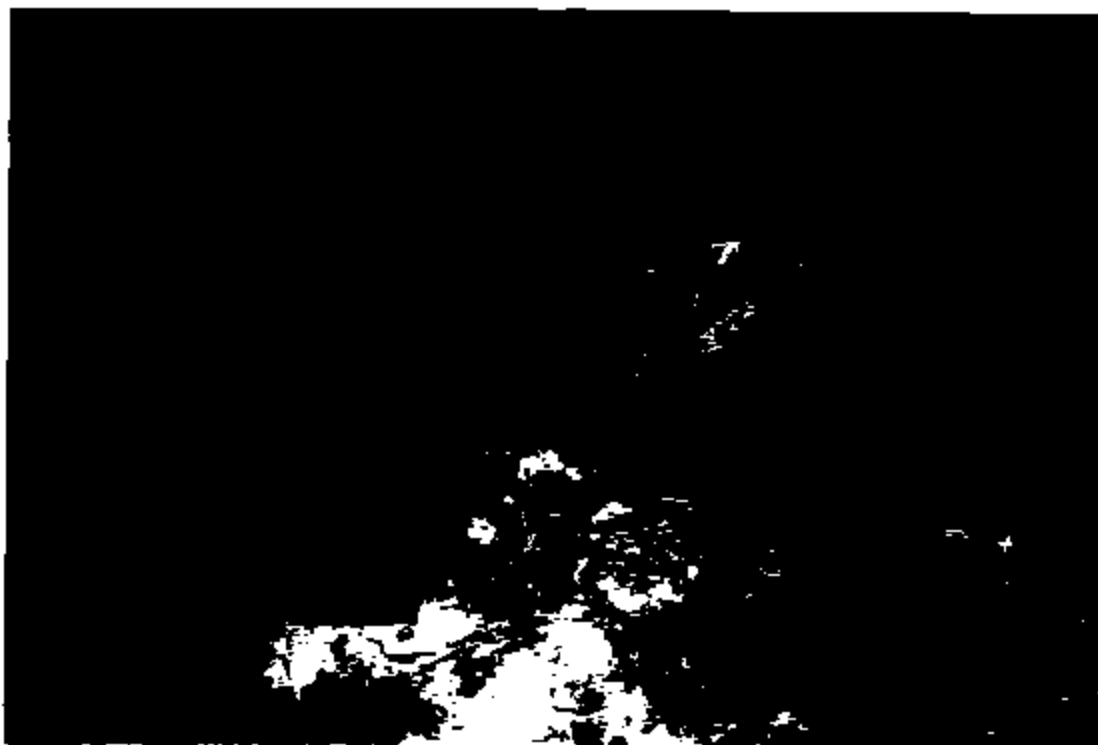
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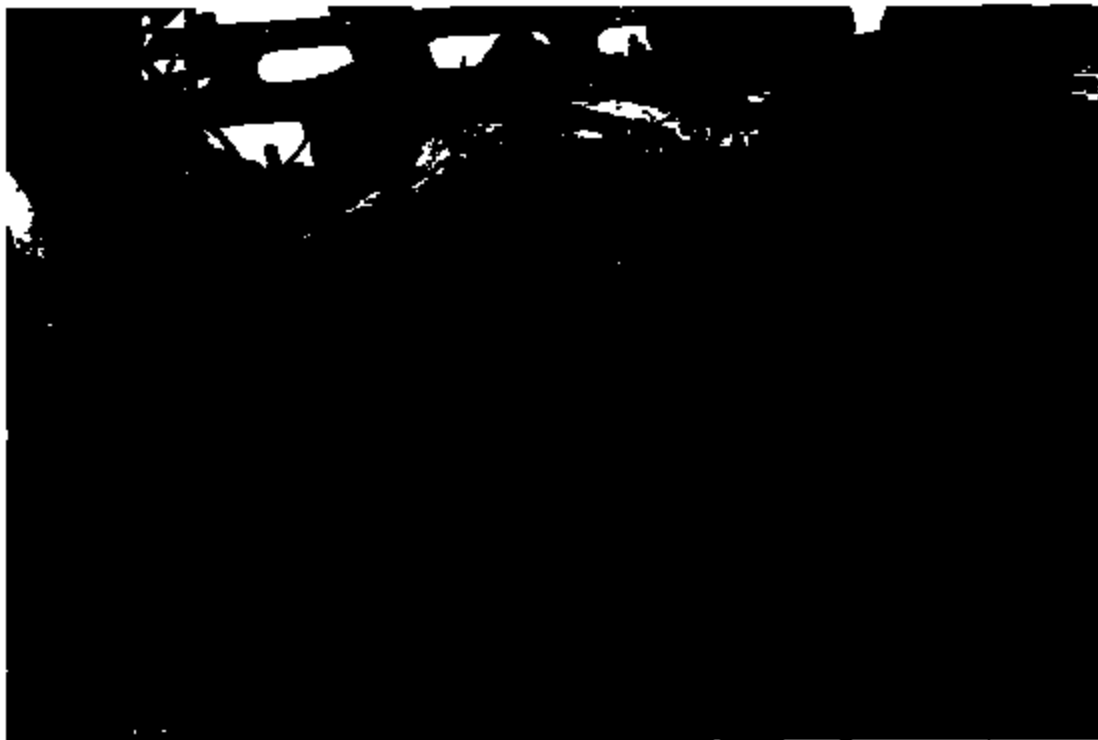
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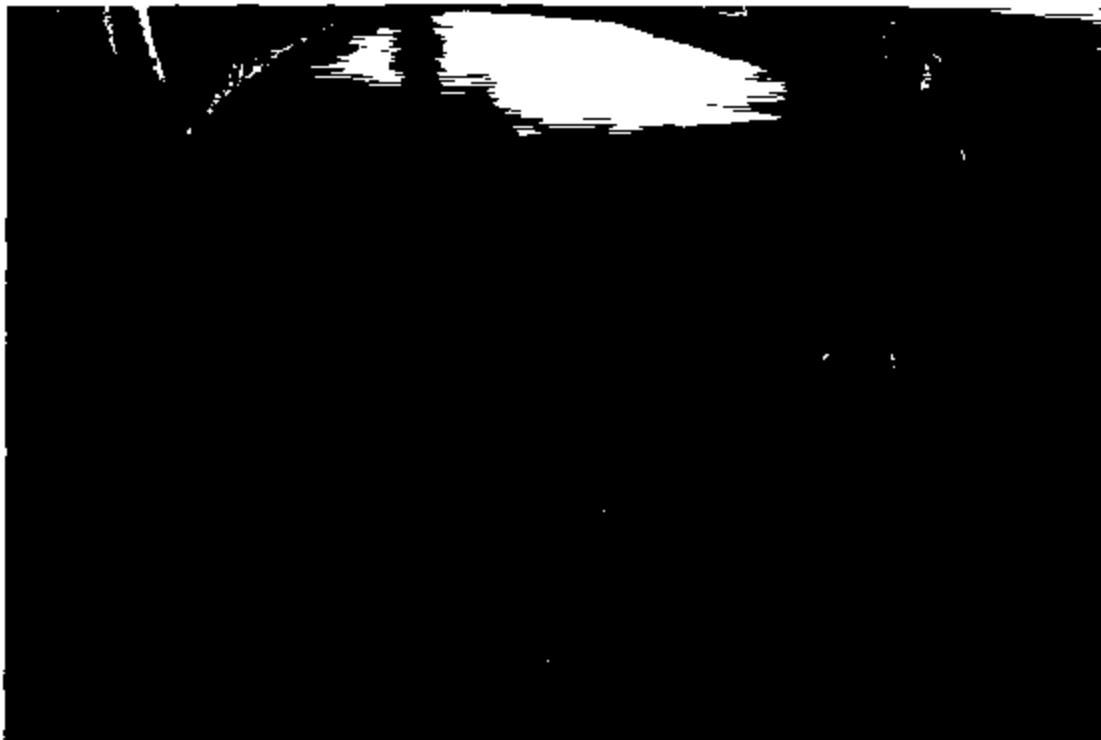


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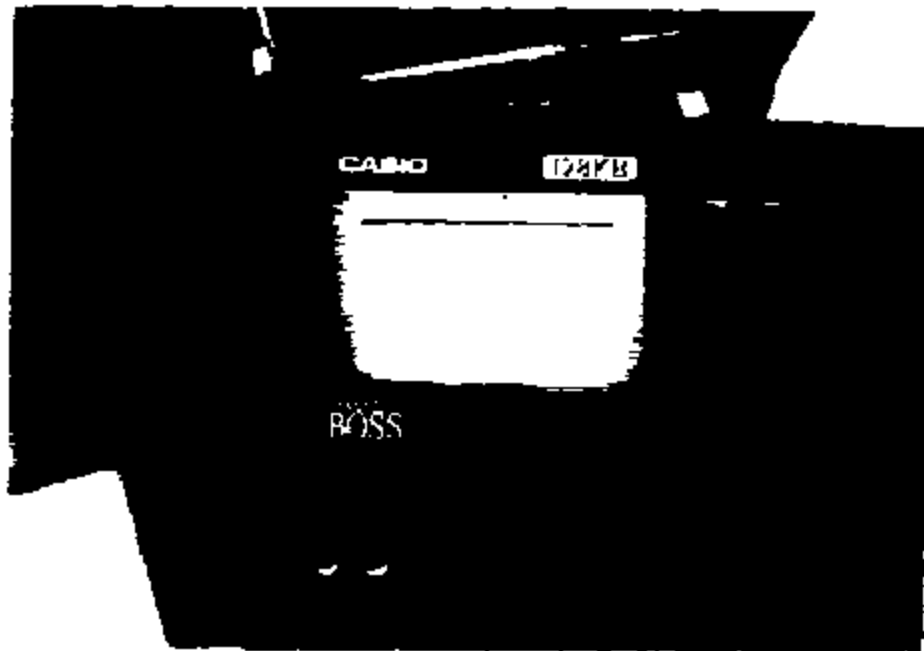
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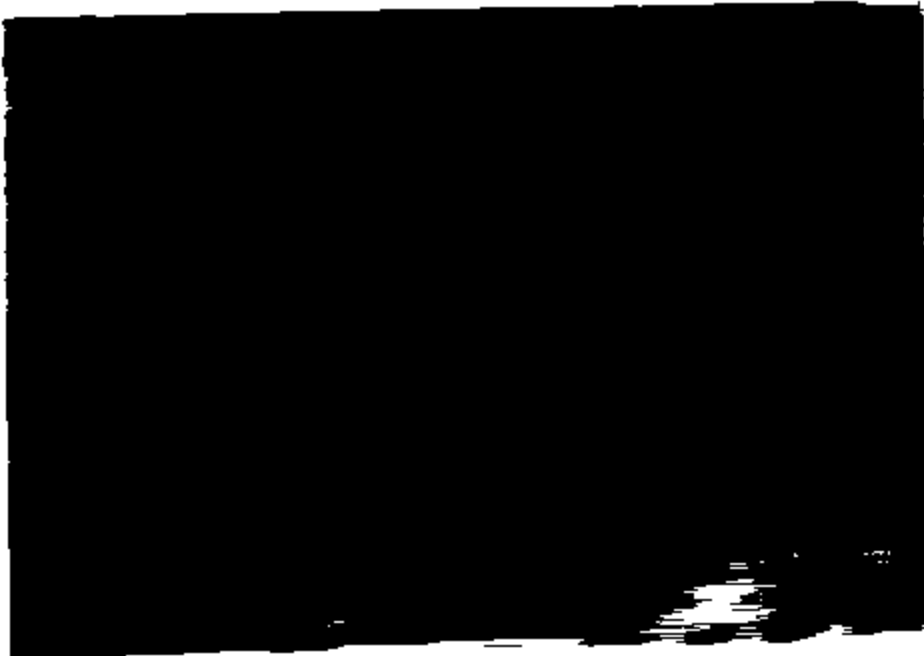


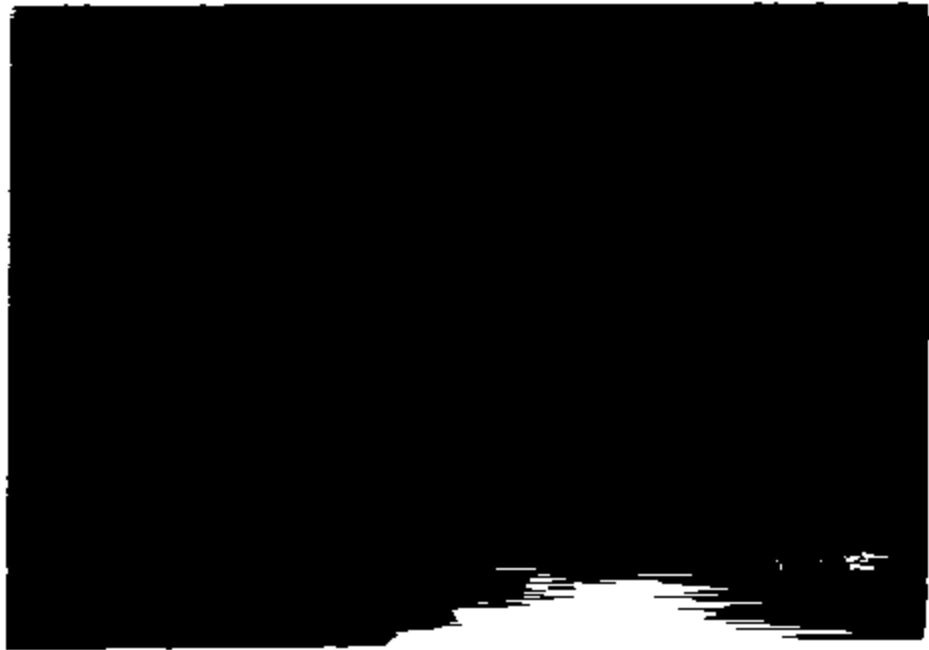
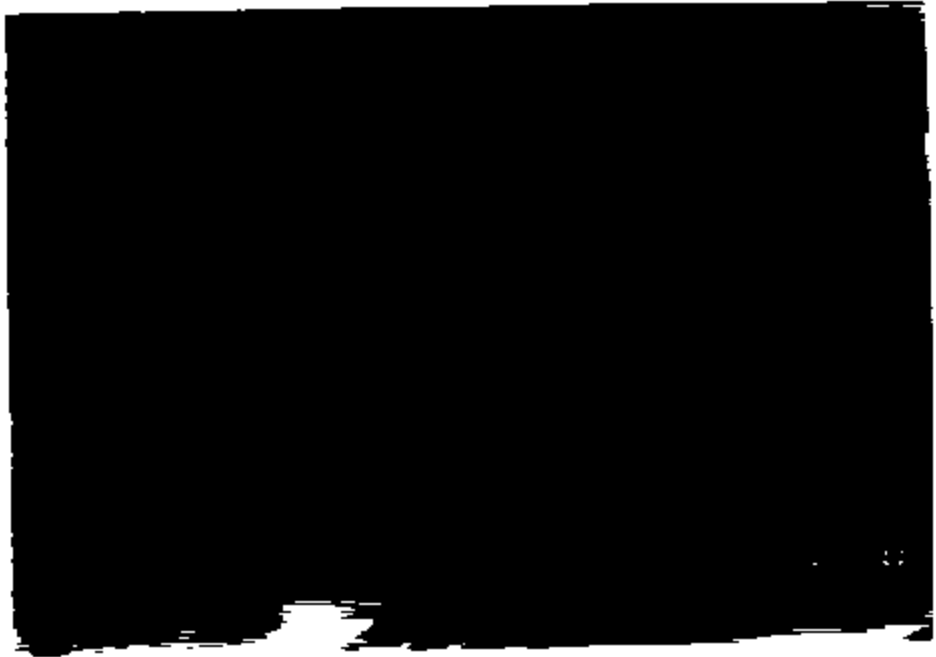
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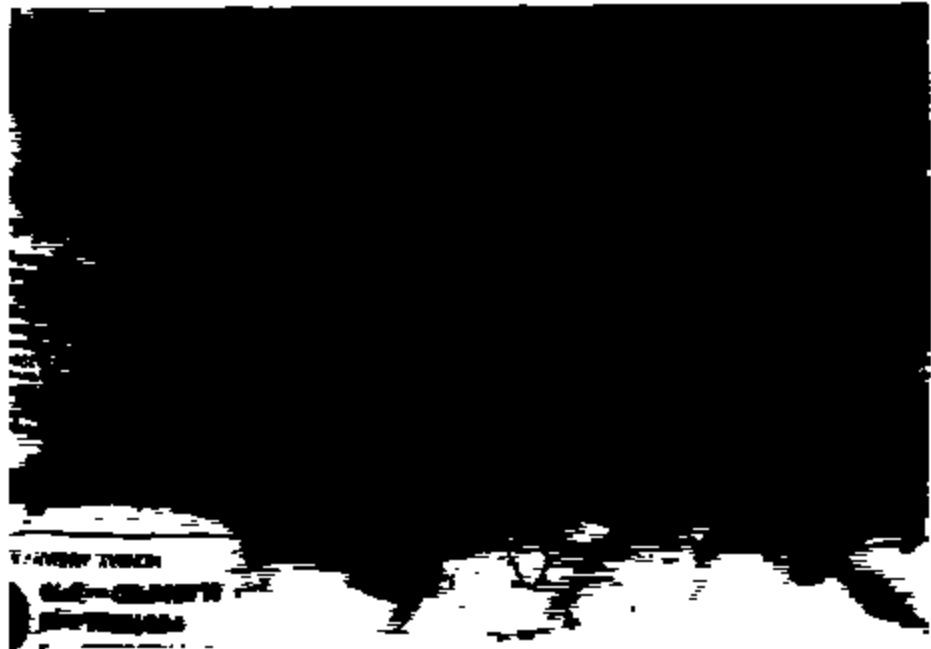


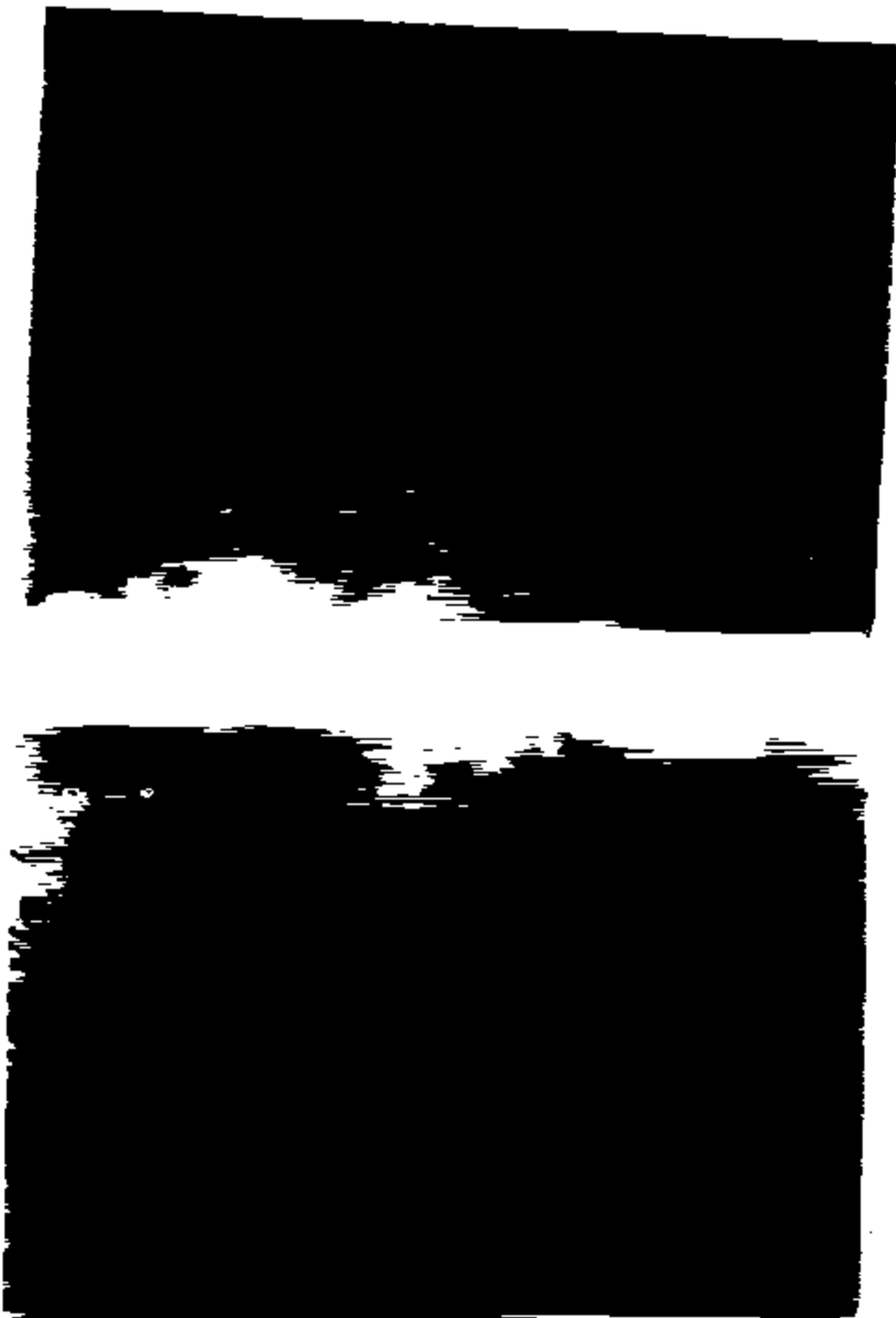




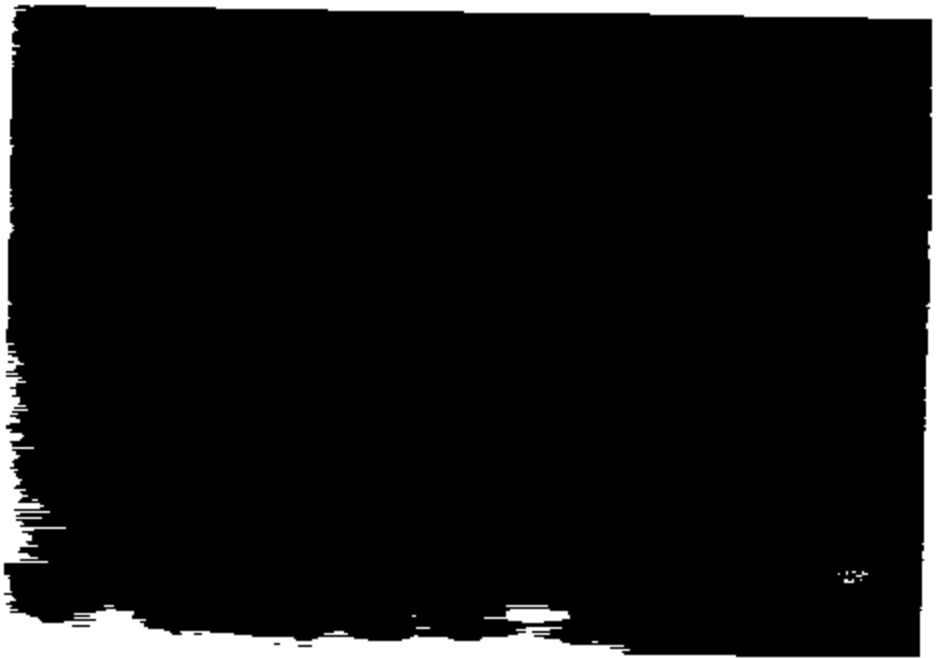








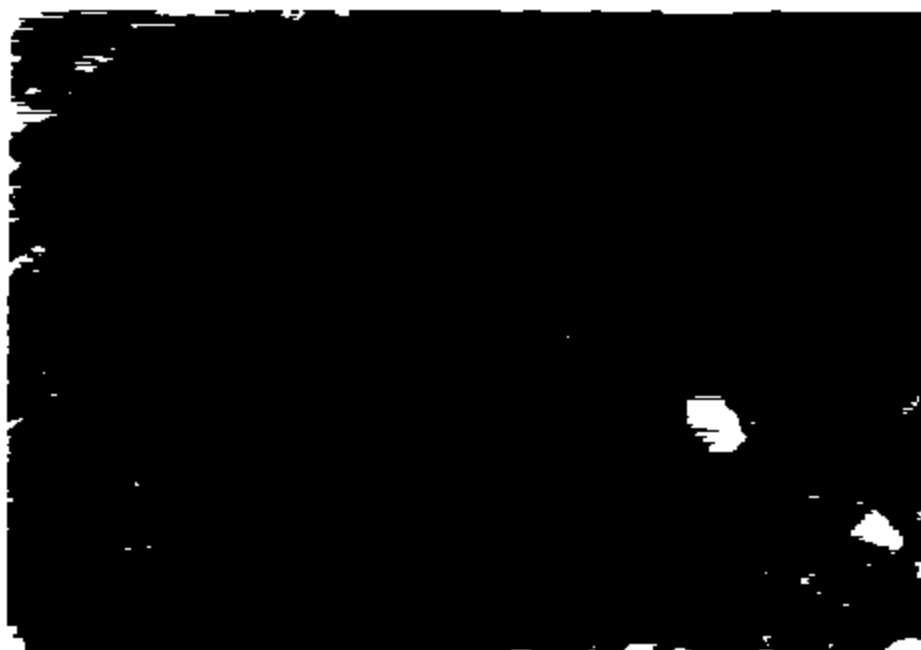












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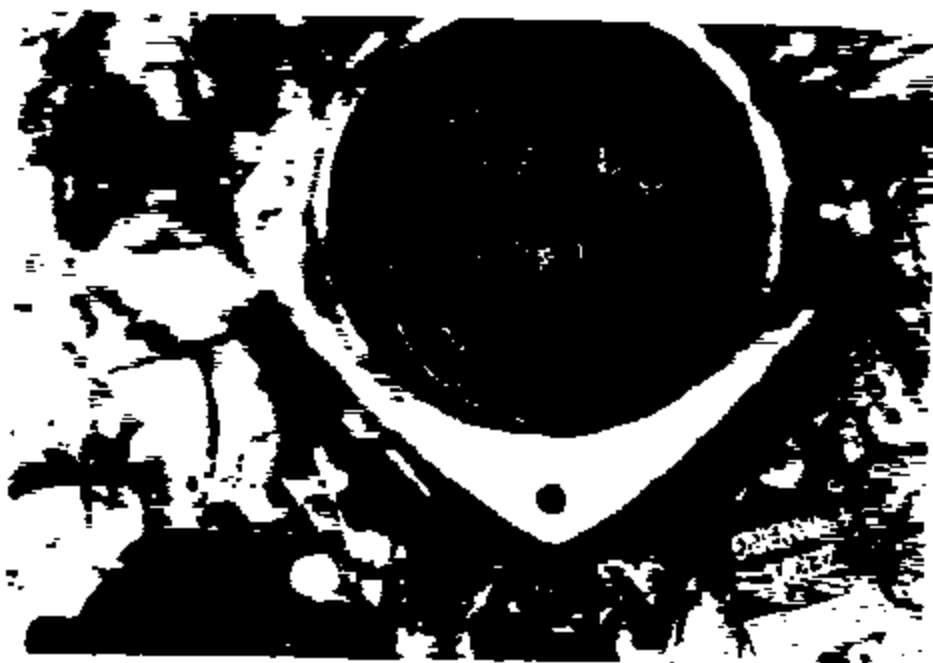
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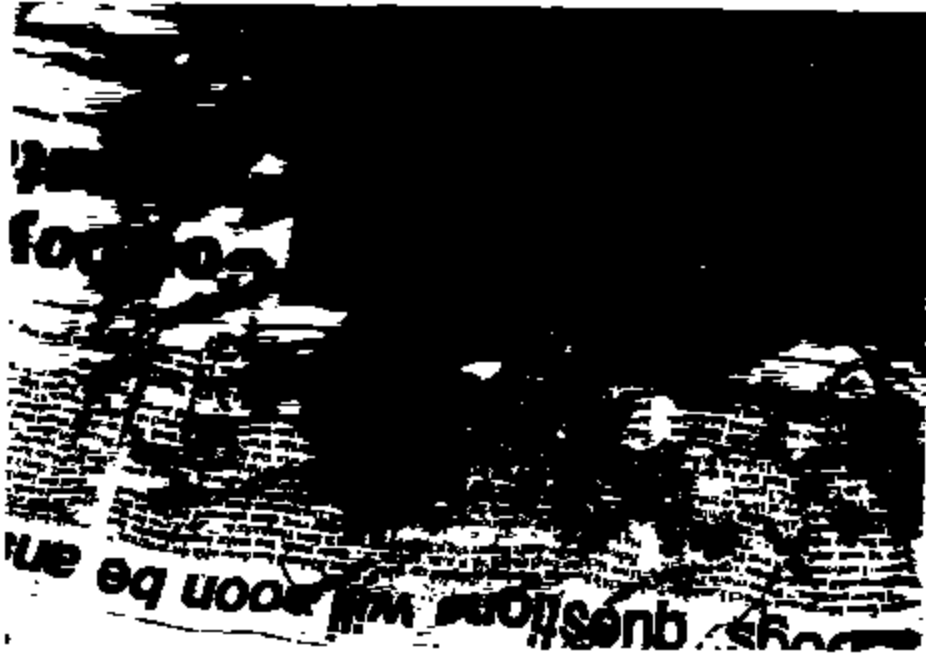
















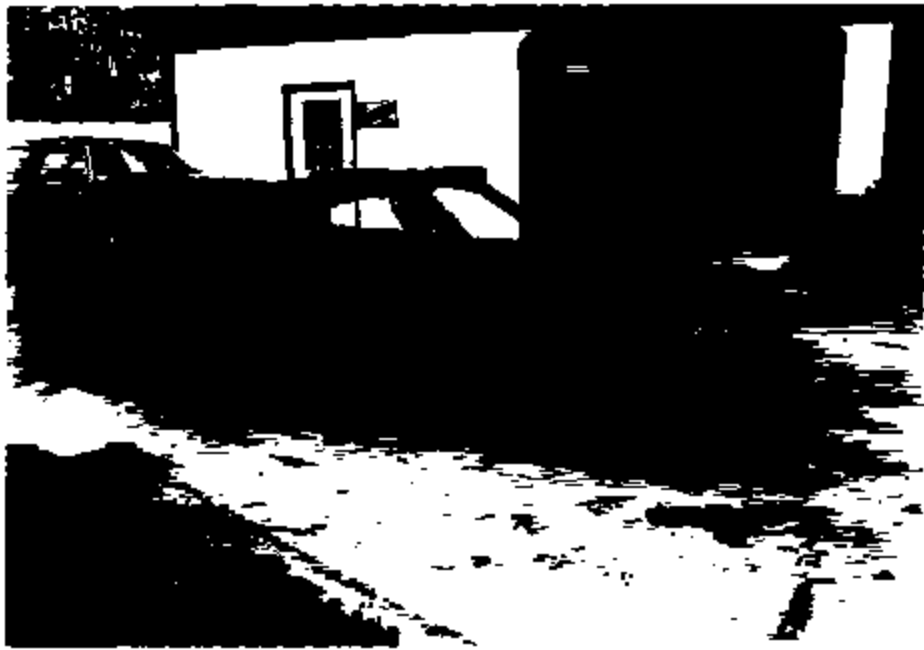


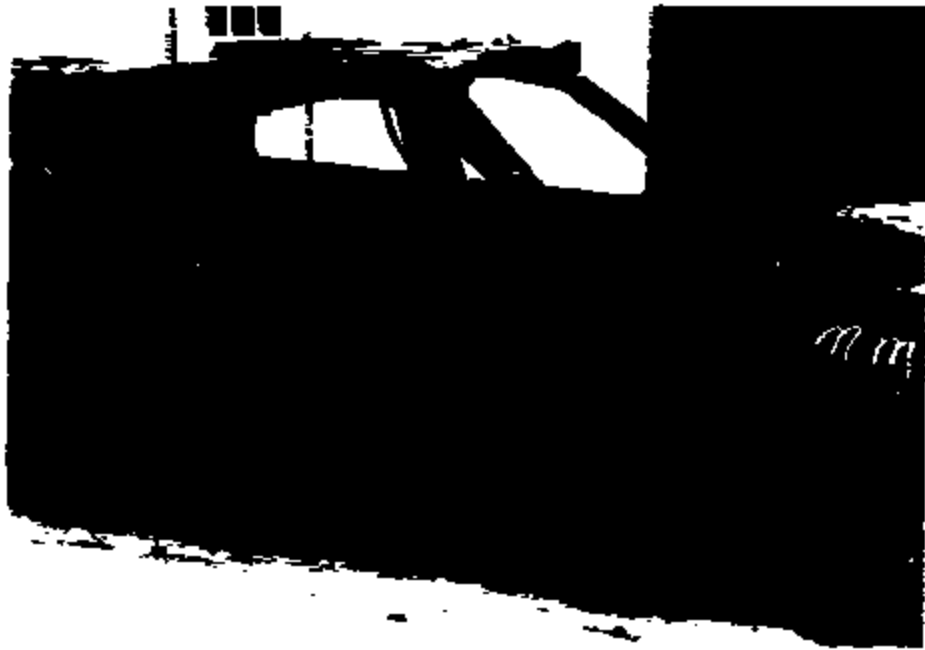


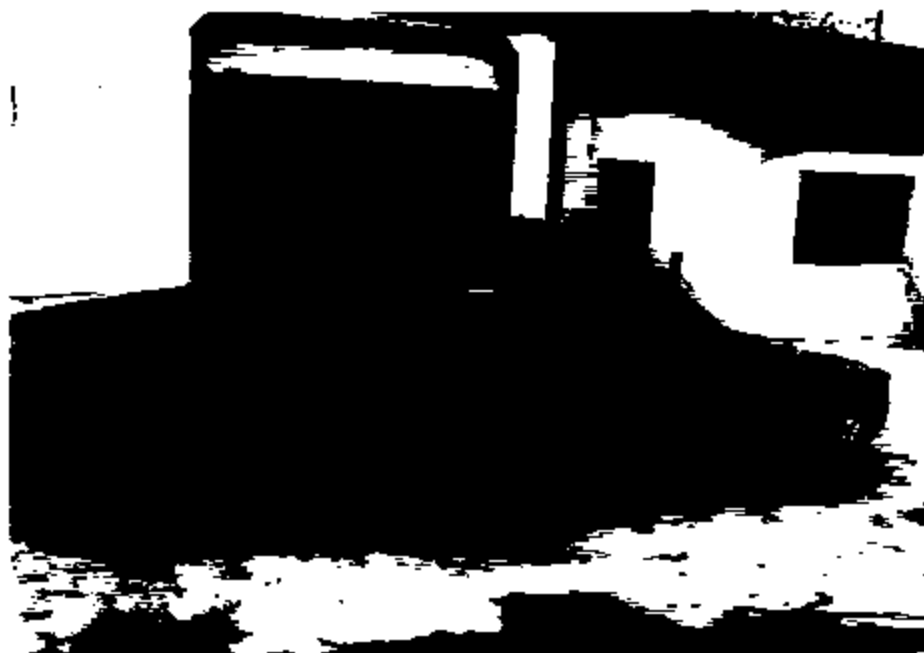


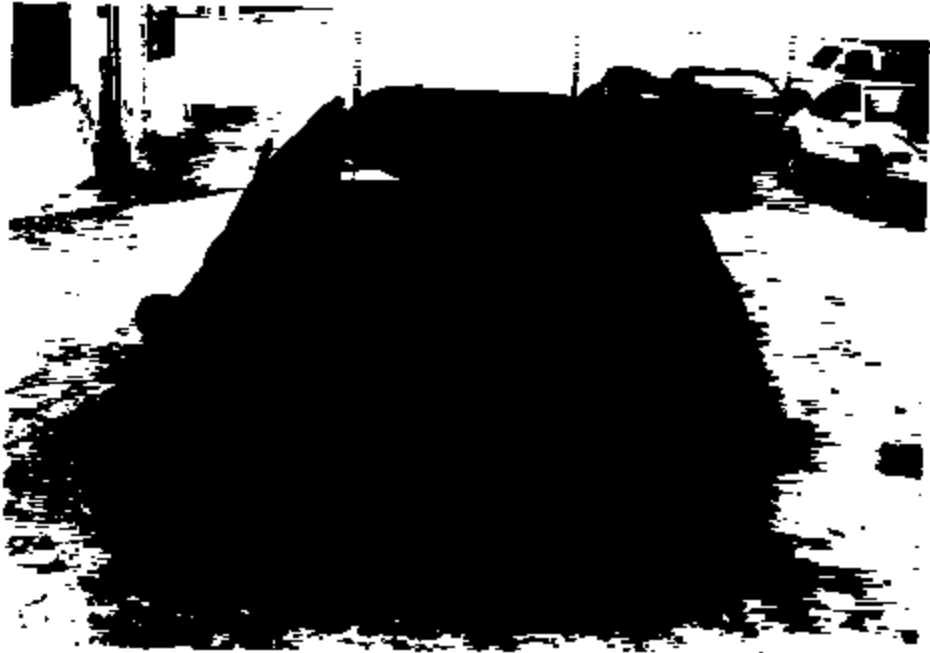


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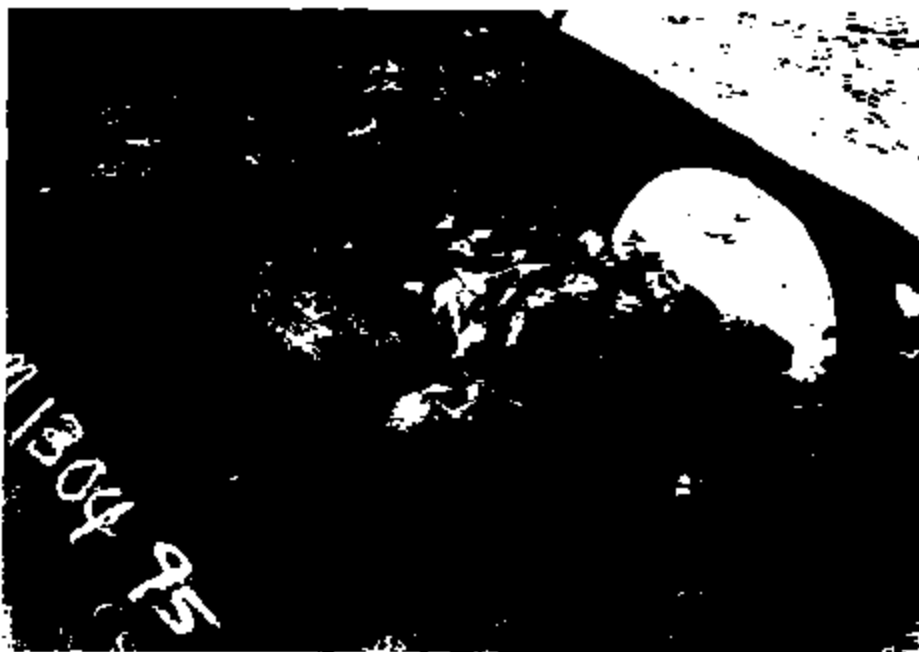




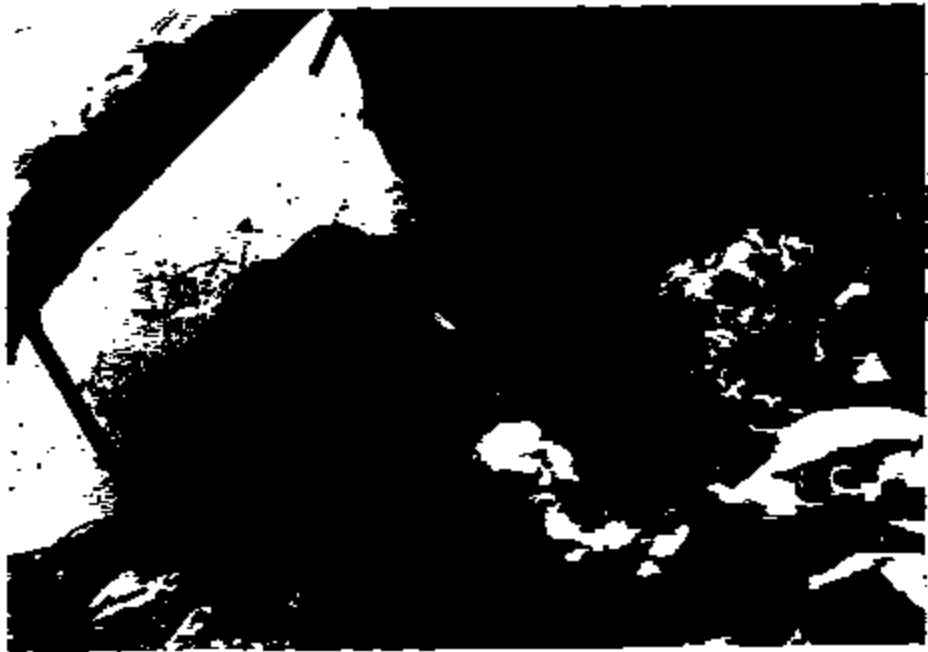














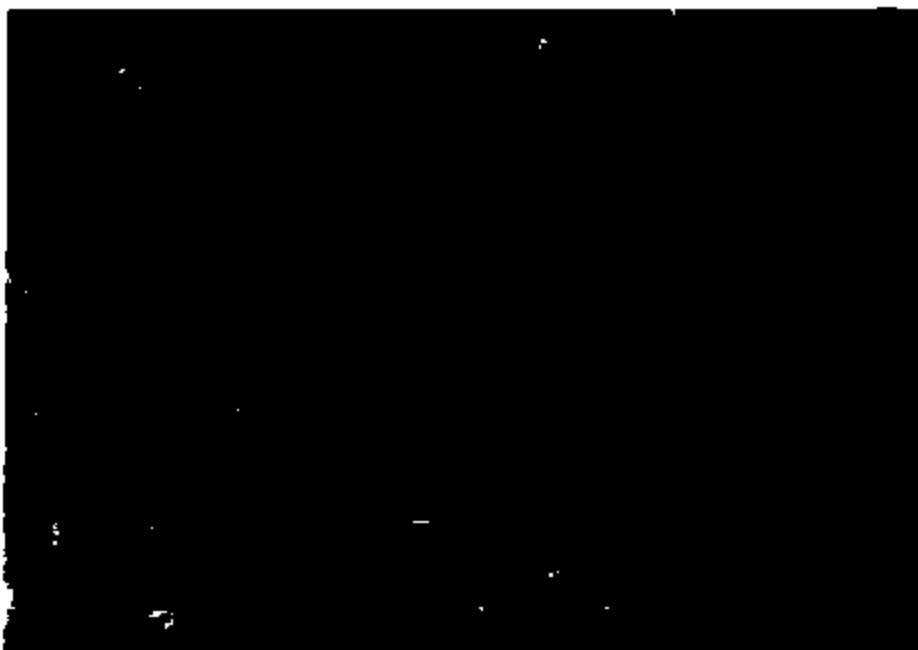


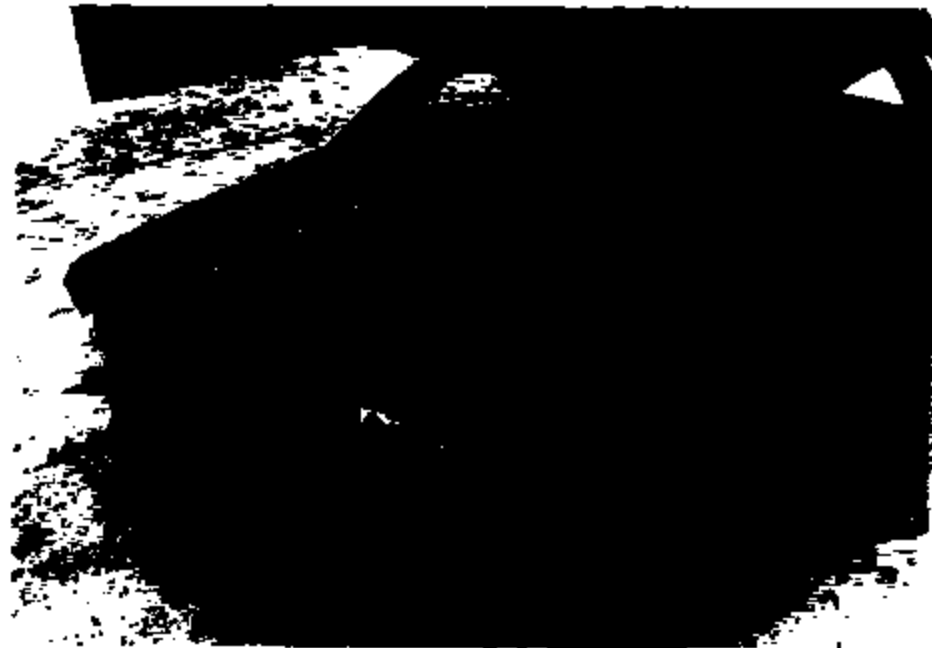


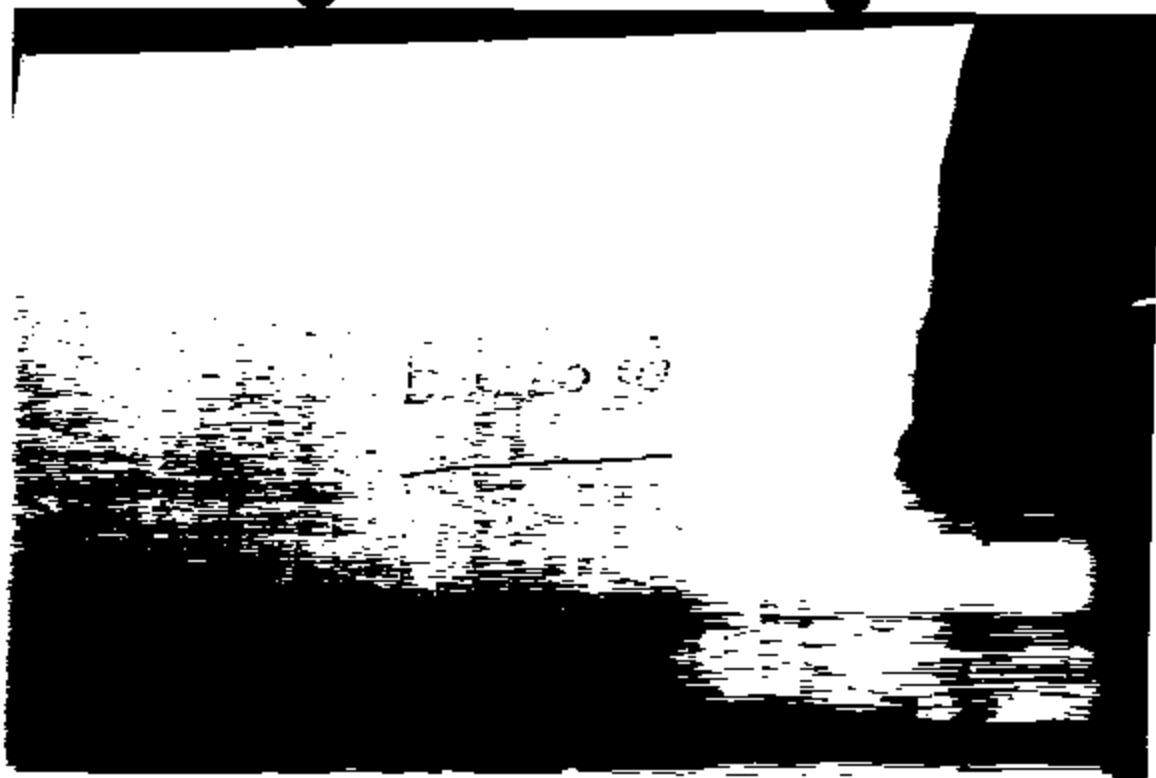


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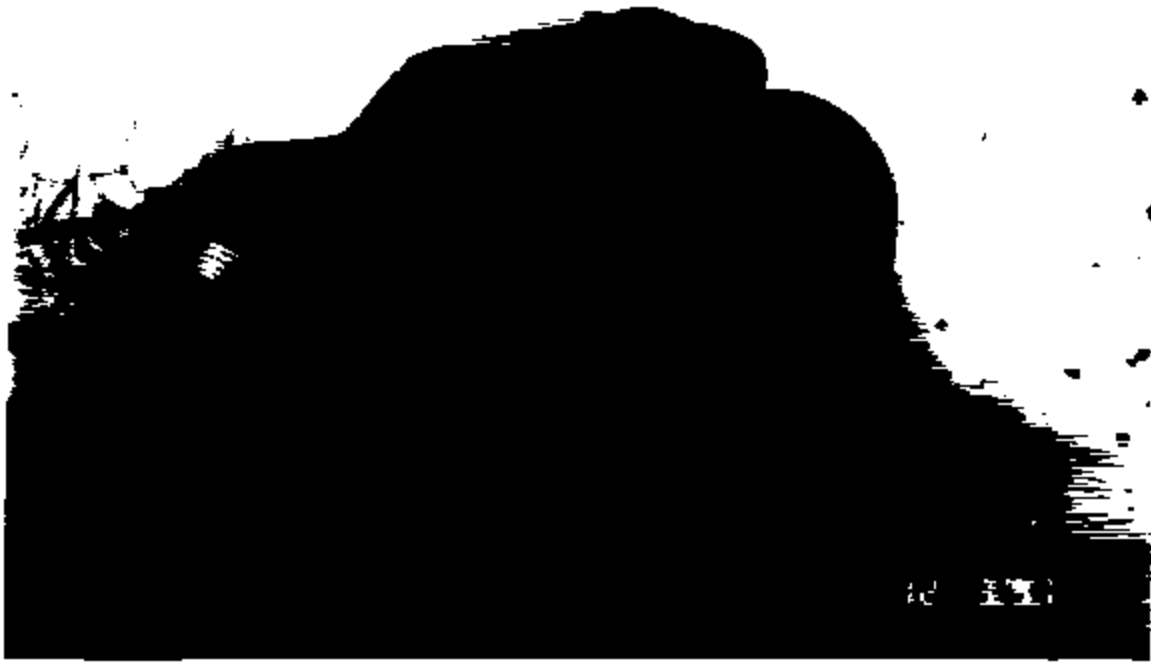


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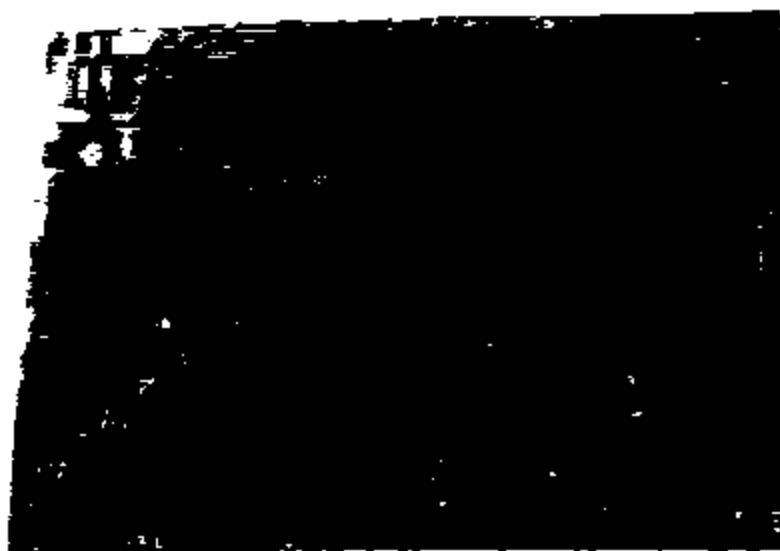


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life is on





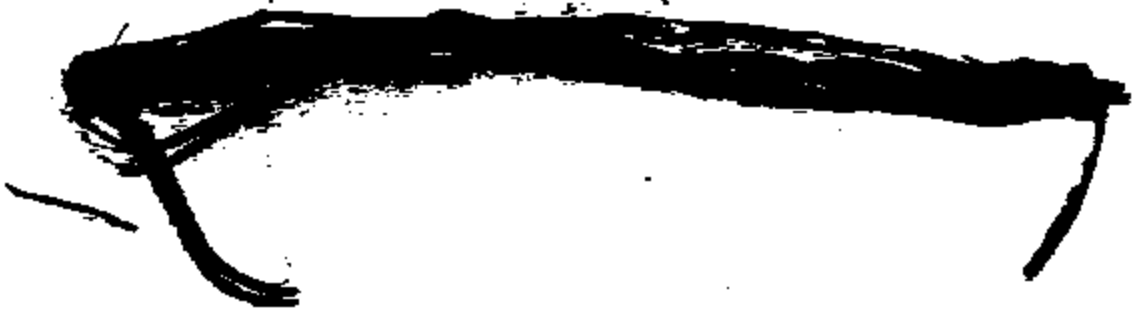
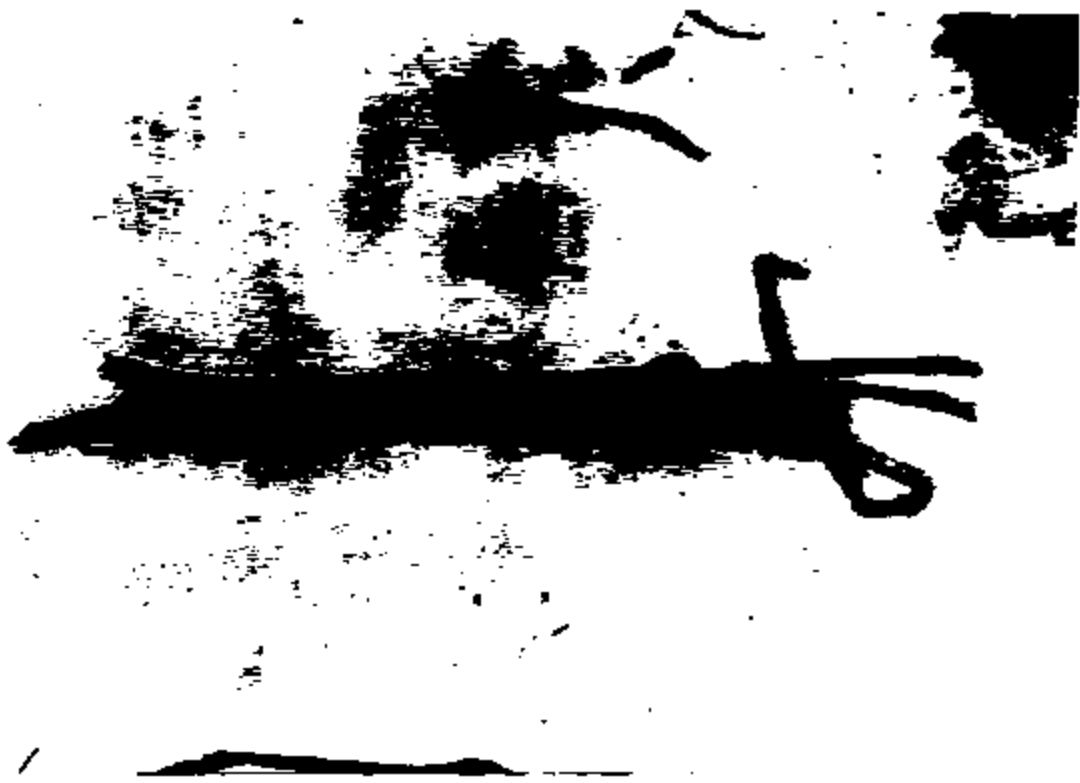


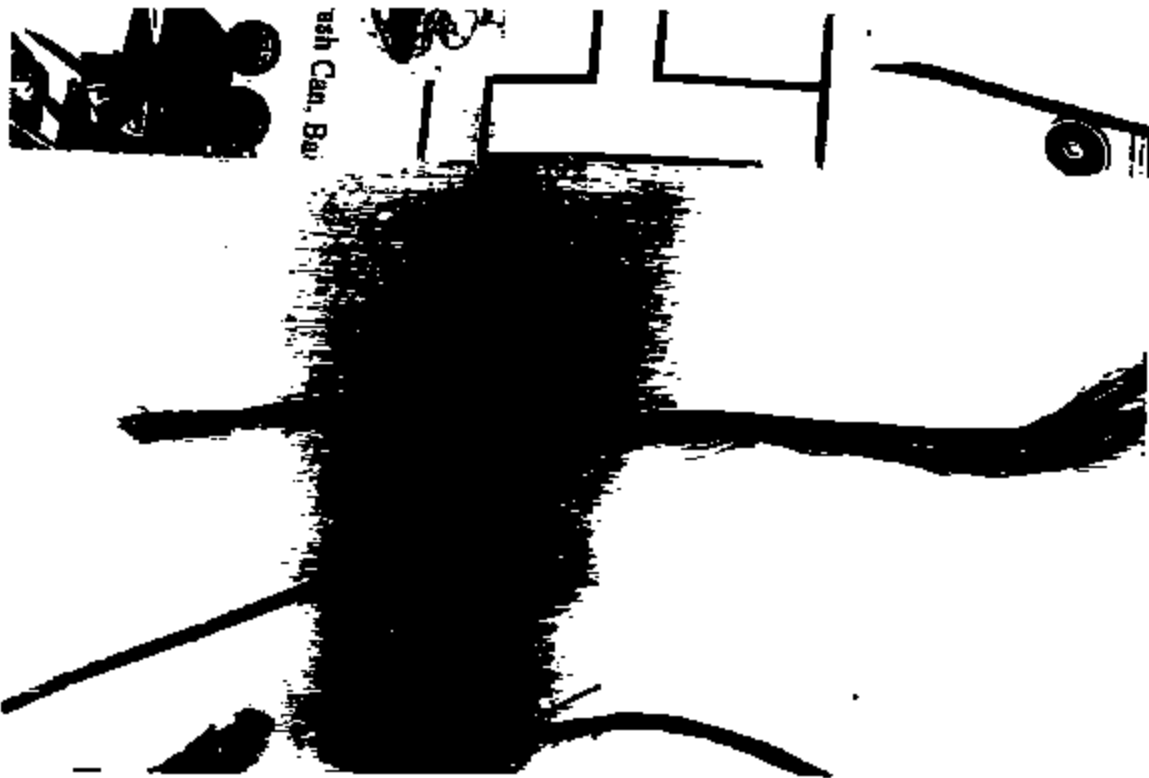




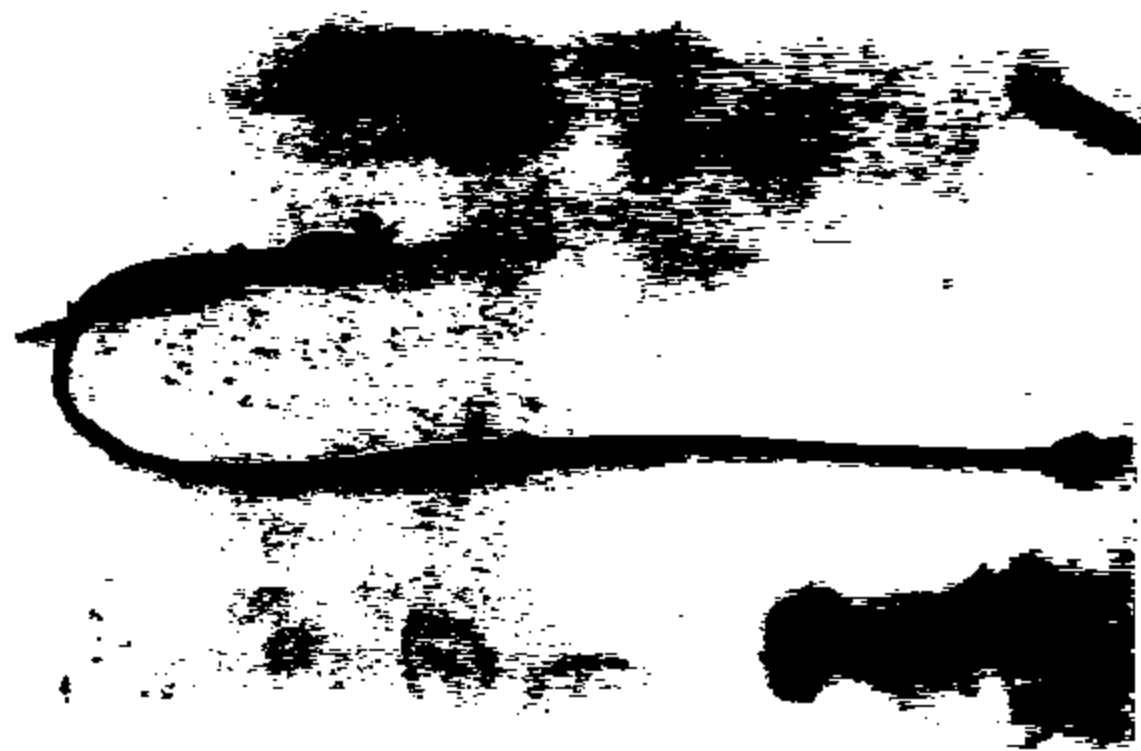
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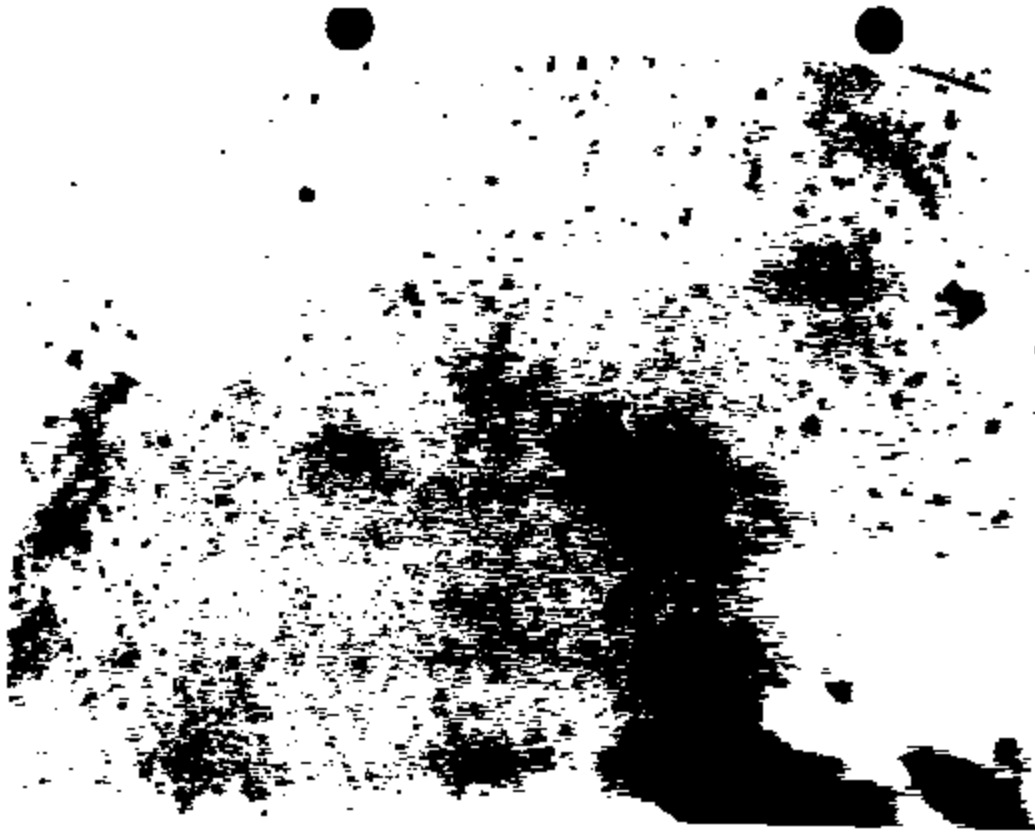
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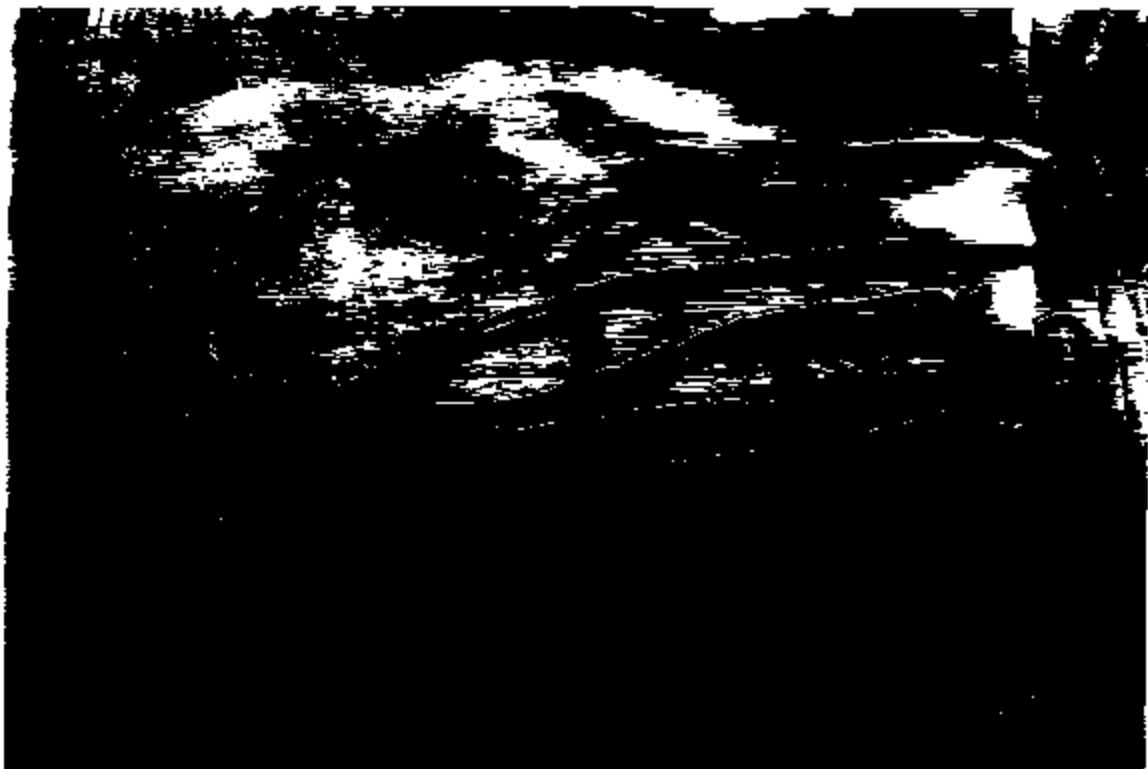


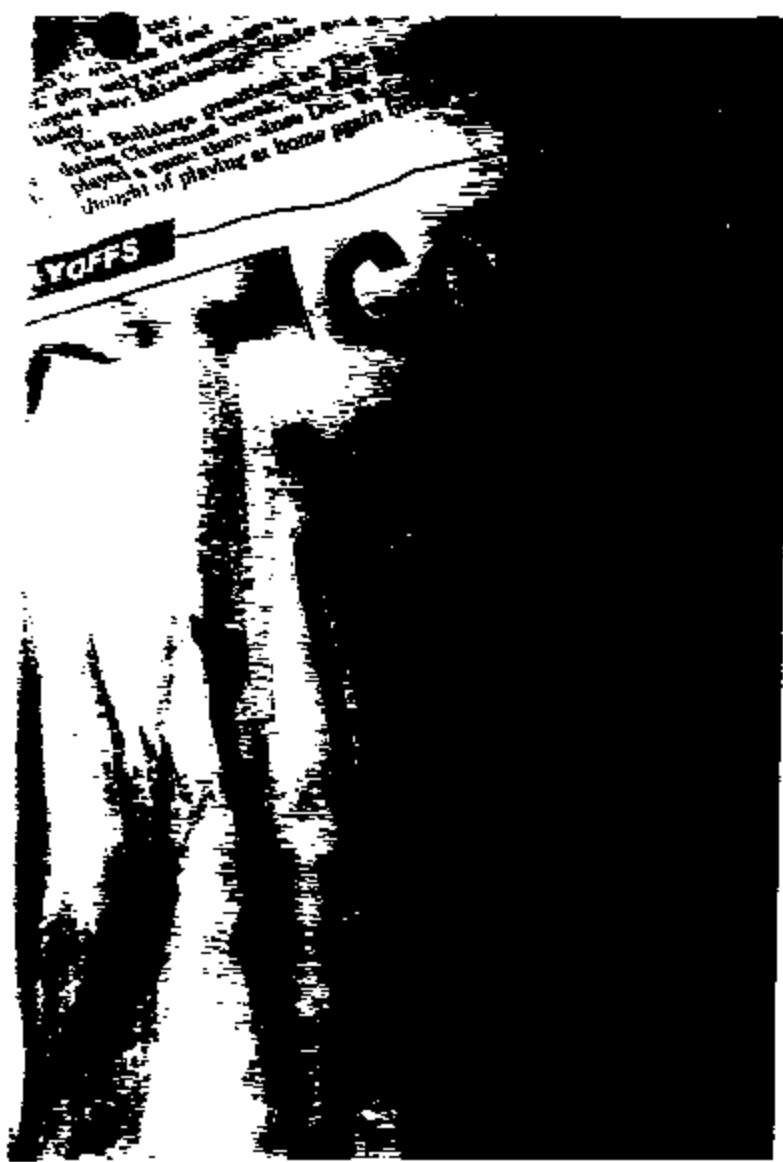
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on land in their life
and the salamander



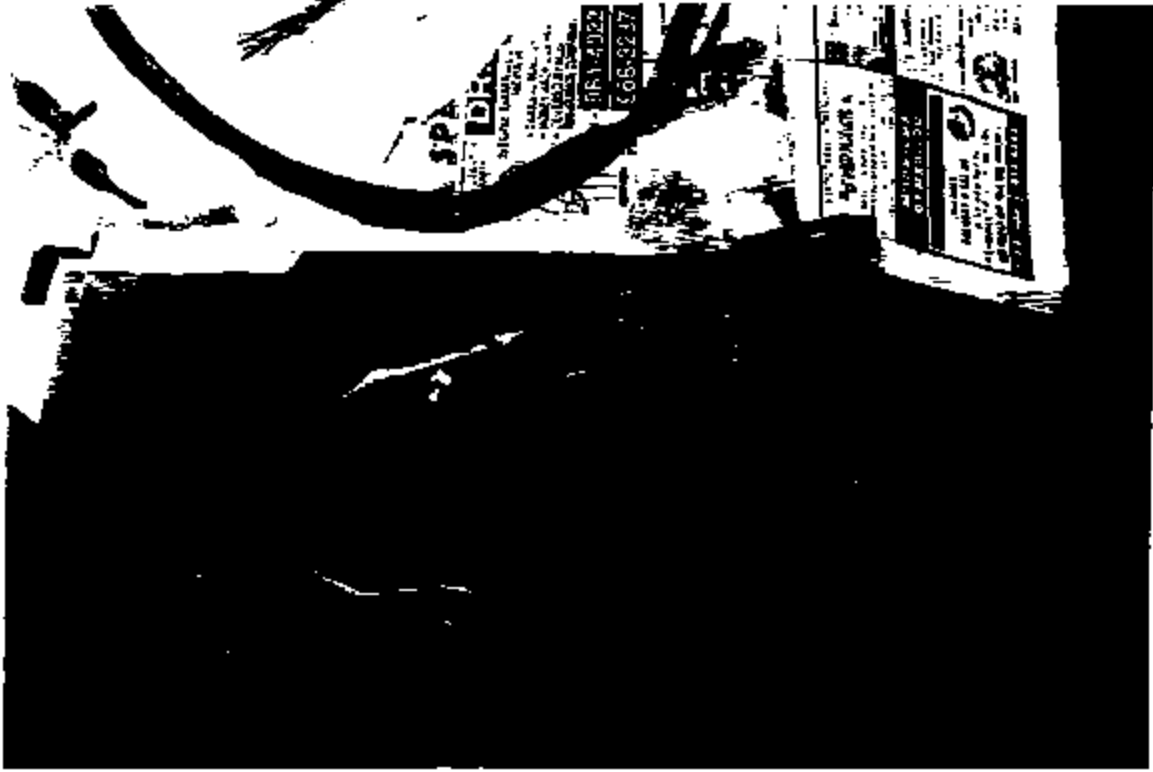


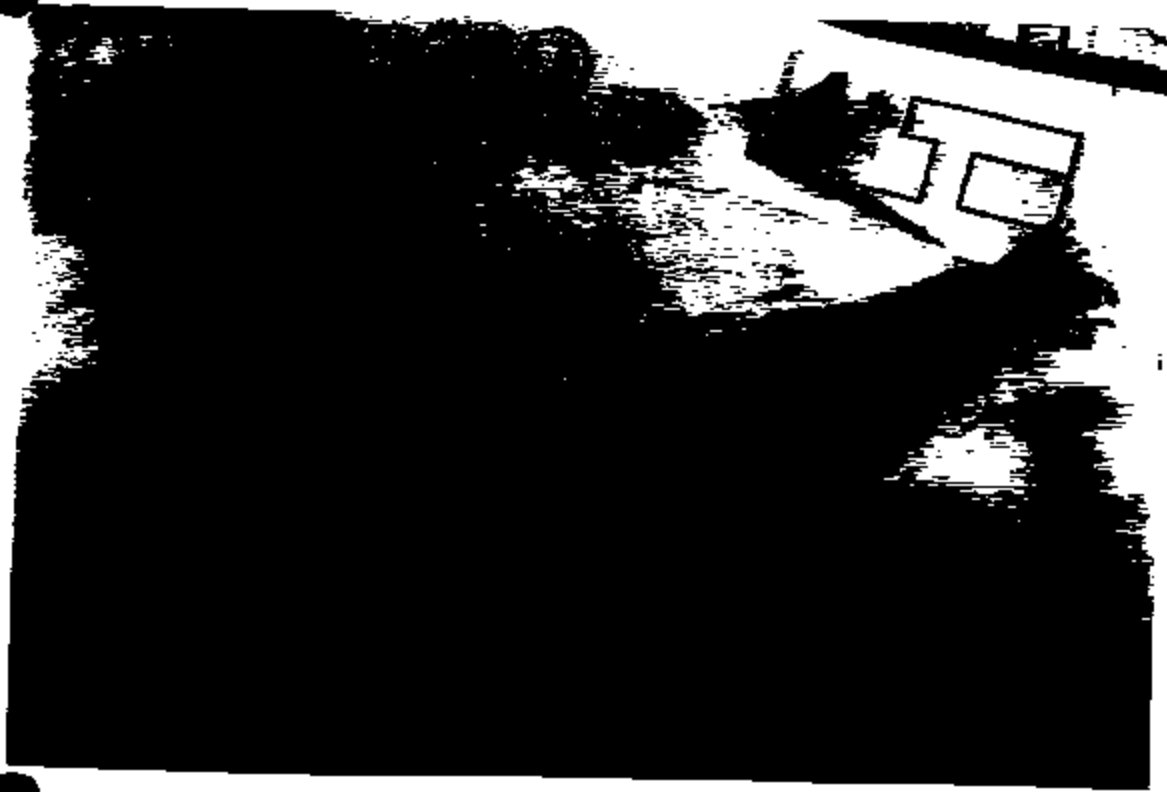
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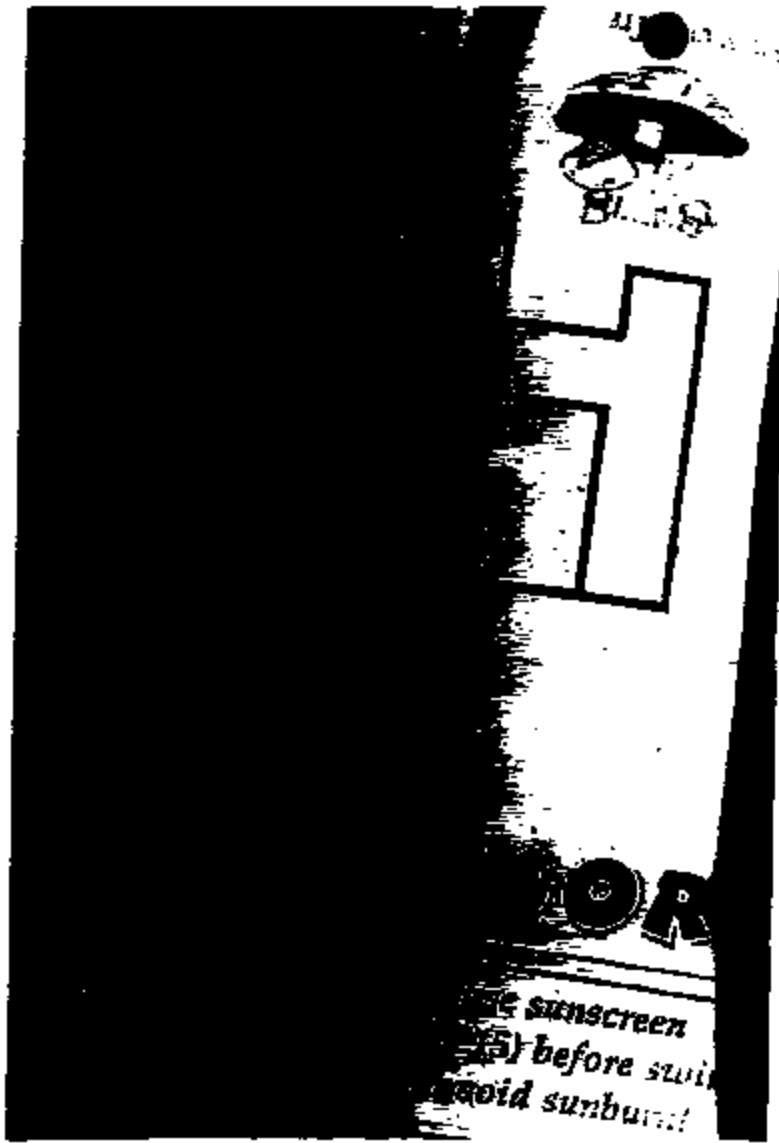




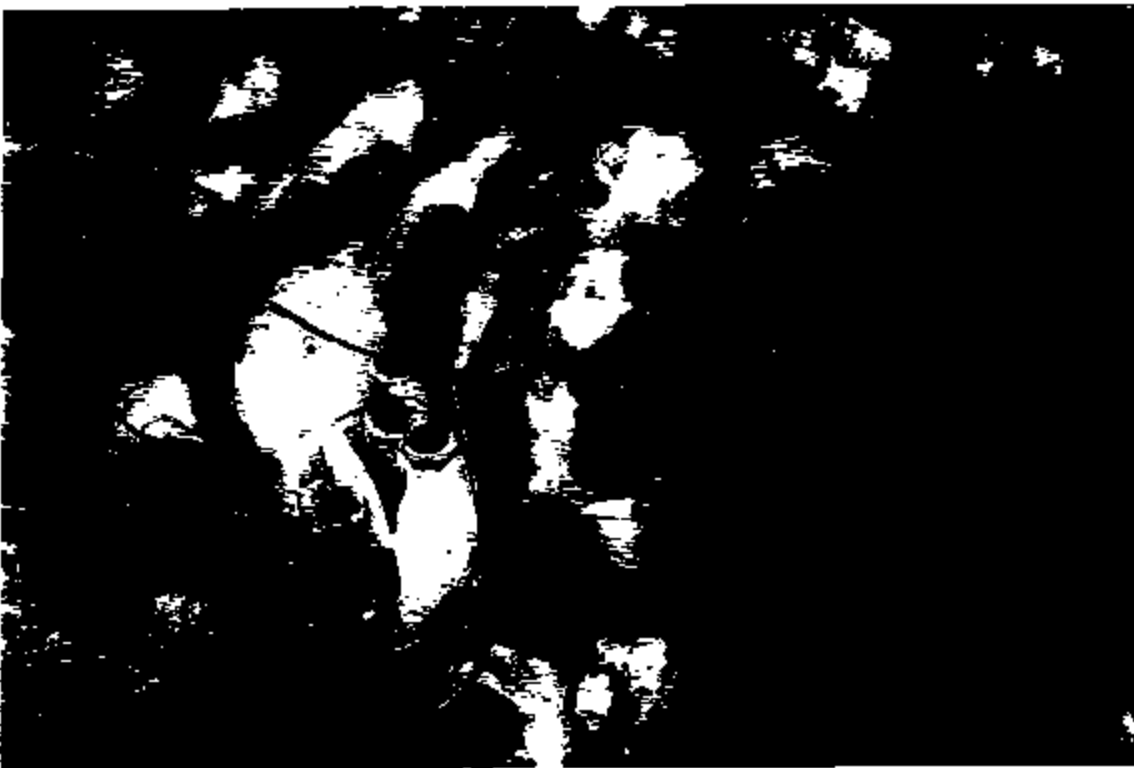




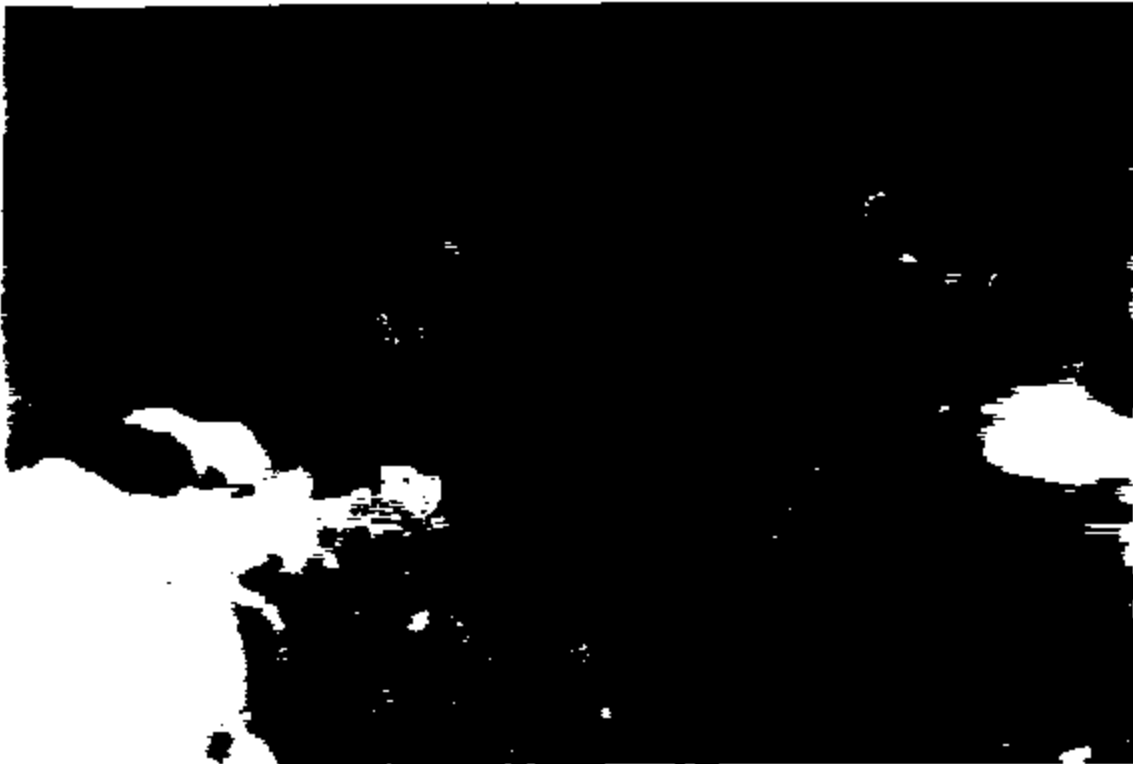




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ERG2-025 37002



EQ82-828 37803



1564 Covered Bridge Road
Channahon, OH 43031
(613) 742-3990
909 377-1352
or (613) 742-3114

24300 Ford Road
Dearborn Hts., MI 48127
(313) 274-1815
(800) 452-7854
Fax (313) 274-2074

December 8, 1997

Jackson, Mississippi

Re: [redacted] et al v Ford Motor Company

Case No: [redacted]

Your File No: 24-F-022-400/24-015-106

DL: 12/8/95

PTI Project No: 97-3035

Dear [redacted]

At your request, I traveled to Jackson, Mississippi on December 3 & 4, 1997 to examine a 1992 Mercury Grand Marquis belonging to the [redacted] along with evidence removed from the vehicle by [redacted]. In addition, I reviewed an investigative report prepared by [redacted] on the above referenced loss, dated April 29, 1996; a recorded statement of the [redacted] taken by Malcolm Houston of State Farm; and a recorded statement of the [redacted] taken by Johnny Masoner of State Farm. You requested that I attempt to determine the cause of the subject fire and specifically if the fire was of an electrical cause, to identify the specific failure that caused the fire.

On December 3, 1997 I traveled to the office of [redacted] to examine the artifacts that he had retained during his investigation of this loss. The materials in [redacted] possession included 9 bags of assorted electrical components from the [redacted] 1992 Grand Marquis (see Figure 1).

The first bag contained pieces of 2 small relays (see Figures 2 and 3). There was nothing remarkable about this material as relates to the origin and/or cause of the fire.

The second bag contained a piece of metal mesh, a small DC motor, a solenoid with 2 wires attached and some melted aluminum (see Figure 4). The metal mesh was part of the vehicle's air filter. I did not determine the original location of the small motor. The damage to the motor was indicative of the motor having been damaged as a result of exposure to the fire. The solenoid was examined and determined to have been damaged as a result of external fire exposure (see Figure 5). I determined the solenoid to be the Air Suspension Compressor Motor and Vent Solenoid. An examination of the 2 wires attached to the solenoid found them to be approximately 7 inches in overall length. I found melted and beaded copper at the end of one of the conductors (see Figure 6). The melted and beaded copper is indicative of electrical short circuiting involving this conductor.

The third bag contained a small printed circuit board, a connector, 1 loose piece of wire, 2 "bundles" of wire and other melted debris (see Figure 7). There was nothing remarkable about these materials.

The fourth bag contained 9 pieces of wire (see Figure 8). Two of the pieces were solid copper wire, while the remainder were stranded wire. The solid wire was not part of the vehicle, but was most

probable part of the residence's wiring system. There was nothing remarkable about the condition of any of this wiring.

The fifth bag contained a large DC motor (see Figures 9 and 10). This was determined to be the air pump motor. Also in the bag were some assorted mechanical components, including what appeared to be a piston from the air compressor. I noted melting to the cast aluminum end cap for the motor. The melting was heaviest at the upper left corner of the end cap (see Figures 11 through 15). Two wires entered the end cap on the left side of the cap. I examined this wiring and found beaded and melted copper at the ends of these conductors (see Figures 16 through 18). I examined the motor windings and found them to be damaged as a result of external heat exposure (see Figure 19).

The sixth bag contained an assortment of electrical wiring (see Figure 20). There was nothing remarkable about this wiring.

The seventh bag contained a multi-conductor connector (see Figure 21). There was nothing remarkable about this connector.

The eighth bag contained an assortment of electrical wiring (see Figures 22 and 23). There was nothing remarkable about the condition of this wiring.

The last item examined was some miscellaneous wiring that had been located at the bottom of a bag used to store some of the evidence (see Figure 24). There was nothing remarkable about this wiring.

On December 4, 1967 I traveled to Copart Auto Salvage near the Jackson Airport to examine the remains of the Grand Marquis. The vehicle was heavily oxidized, and showed evidence of degradation due to exposure to the elements. Despite the vehicle's current condition, it was apparent that the vehicle had been involved in an extensive fire loss, with nearly all combustible materials in the vehicle having been consumed (see Figures 25 through 30). I noted that the left front cast aluminum wheel had melted during the course of the fire (see Figure 31). There was a partial melting of the cast aluminum wheel at the right front of the vehicle (see Figure 32).

There was evidence of fire damage throughout the engine compartment (see Figures 33 through 37). I noted evidence of melting of cast aluminum components at the front of the engine, with the most extensive melting occurring on the left side of the engine. I examined the remaining wiring within the engine compartment and found no evidence of electrical short circuiting.

A pump/control unit for the anti-lock brakes (ABS) was located on top of the left side frame rail, near the left front corner of the engine. An examination of this unit found evidence of melted aluminum, with the heaviest melting of aluminum occurring on the left side of the pump (see Figures 38 and 39).

The vehicle's alternator was located at the top front of the engine, at the center of the engine (see Figure 40). I noted evidence of some softening or deformation of the cast aluminum housing of the alternator. The terminal and connector contacts at the rear of the alternator showed no evidence of any unusual or abnormal conditions.

I reviewed report on this loss. I noted the following relevant information: the fire occurred at approximately 1 A.M.; the fire was discovered by who found the left front

tire of the vehicle on fire; [redacted] attempted to extinguish the fire but was unsuccessful - he also noted burning in the area of the left front tire; the car was last drive the day before the fire and was parked in the garage at approximately 1:30 P.M.; other than routine maintenance, the only other repair was the replacement of an air conditioning compressor; the car was purchased as a demonstrator, with approximately 25,000 miles on it at the time of sale; there were approximately 70,000 miles on the vehicle at the time of the fire.

A review of the recorded statements taken by Malcolm Houston provided additional details regarding [redacted] initial observations of the vehicle immediately after discovering the fire. The only new information provided by these statements was an indication of some ignition related repairs, possibly involving the replacement of spark plug wires. This repair occurred in 1984.

A review of the recorded statement taken by Johnny Masoner provided no new information. This statement reconfirmed the observations of [redacted] of seeing the fire initially at the area of the left front tire of the vehicle.

The statements of [redacted] place the origin of the fire at the left front corner of the engine compartment, near the left front tire. The air suspension compressor motor and the ABS pump were both located in this general area of the vehicle. The fire damage to both of these components was consistent with a fire originating near the front of the left front tire and progressing outward from that location. I noted that there was evidence of electrical short circuiting on wires associated with the air suspension compressor motor and solenoid. The vehicle's battery was located at the right front corner of the engine compartment. The fact that there was short circuiting on wires by the air suspension compressor indicates that the fire was on the left side of the vehicle and had progressed to the right side. Had the fire originated on the right side of the engine compartment, the fire would have attacked the battery prior to the fire reaching the air suspension compressor. This would have caused an interruption in the electric power to the air suspension compressor. The short circuiting by the air suspension compressor is clear evidence that the fire was in this area of the vehicle prior to progressing to the location of the battery.

The fire was discovered after the vehicle had been parked for almost 12 hours. With this time frame a mechanical malfunction within the engine compartment can be eliminated as the cause of the fire. The only viable ignition sources consistent with this time frame are an electrical malfunction or a fire caused by a human act. No evidence has been presented to me to indicate that this fire was other than accidental, nor that any human act, accidental or deliberate, may have been the cause of the fire. Therefore, the most probable cause of the fire is an electrical malfunction within the engine compartment, in my opinion.

The physical evidence, combined with the witness statements place the area of origin within the engine compartment, at the left front corner of the vehicle. An examination of wiring and electrical components from this area of the vehicle found evidence of electrical short circuiting on wires associated with the air suspension compressor motor and its associated solenoid. A review of electrical schematic diagrams for this vehicle determined that there is a constantly "hot" feed to the compressor motor solenoid. Based upon these facts, it is my opinion that the short circuiting noted at the air suspension compressor motor and solenoid represent the most probable cause of the fire.

An examination of an exemplar vehicle revealed that the air suspension compressor motor was located at the left front corner of the engine compartment, below the air filter housing and windshield washer fluid reservoir. A plastic cover was found beneath the air filter housing and above the air suspension compressor. Given the location of the air suspension compressor motor, it

is well protected from casual contact which might occur during normal maintenance activities within the engine compartment. The location of this unit actually requires a significant amount of deliberate action to uncover and gain access to this motor. Therefore, there is no reason to believe that the air suspension compressor motor and associated wiring would have been damaged, either deliberately or inadvertently, during the course of normal maintenance activities within the engine compartment. Accordingly, it is my further opinion that the most probable cause of the short circuiting which caused this fire was damage to the wiring's insulation that occurred during the manufacturing of the vehicle.

Based upon my examination of a 1982 Mercury Grand Marquis belonging to [redacted] and a review of other pertinent information, I have reached the following conclusions regarding a fire loss which occurred on December 6, 1988:

- The fire originated at the left front corner of the engine compartment. The specific area of origin was at or near the air suspension compressor motor.
- The fire was accidental.
- The fire was caused by electrical short circuiting of wires associated with the air suspension compressor motor and associated solenoid.
- The short circuiting was the result of damage to the wiring's insulation. This damage occurred during the original manufacturing of the vehicle.

Enclosed with this report are additional photographs taken during the course of the investigation, but not referenced in this report. Should you have any questions regarding this report, or the investigation in general, please do not hesitate to contact me. I appreciate this opportunity to have been of service.

Sincerely,



Richard W. Kovarsky, P.E.
President/Forensic Engineer





Figure 1

View of evidence presented for examination at office of [redacted]



Figure 2

View of first bag of evidence



Figure 3

View of relay components contained in first bag of evidence

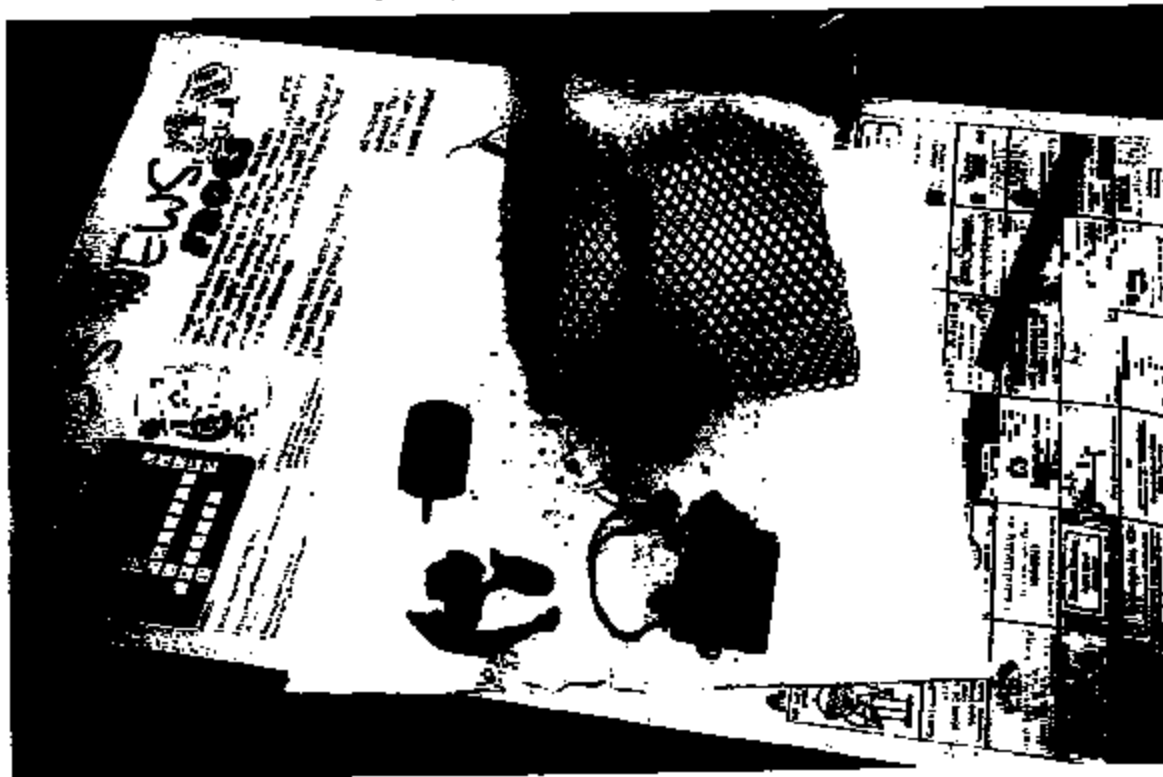


Figure 4

Contents of second bag of evidence



Figure 5
View of air suspension compressor motor solenoid



Figure 6
Close-up view of wire showing evidence of short circuiting

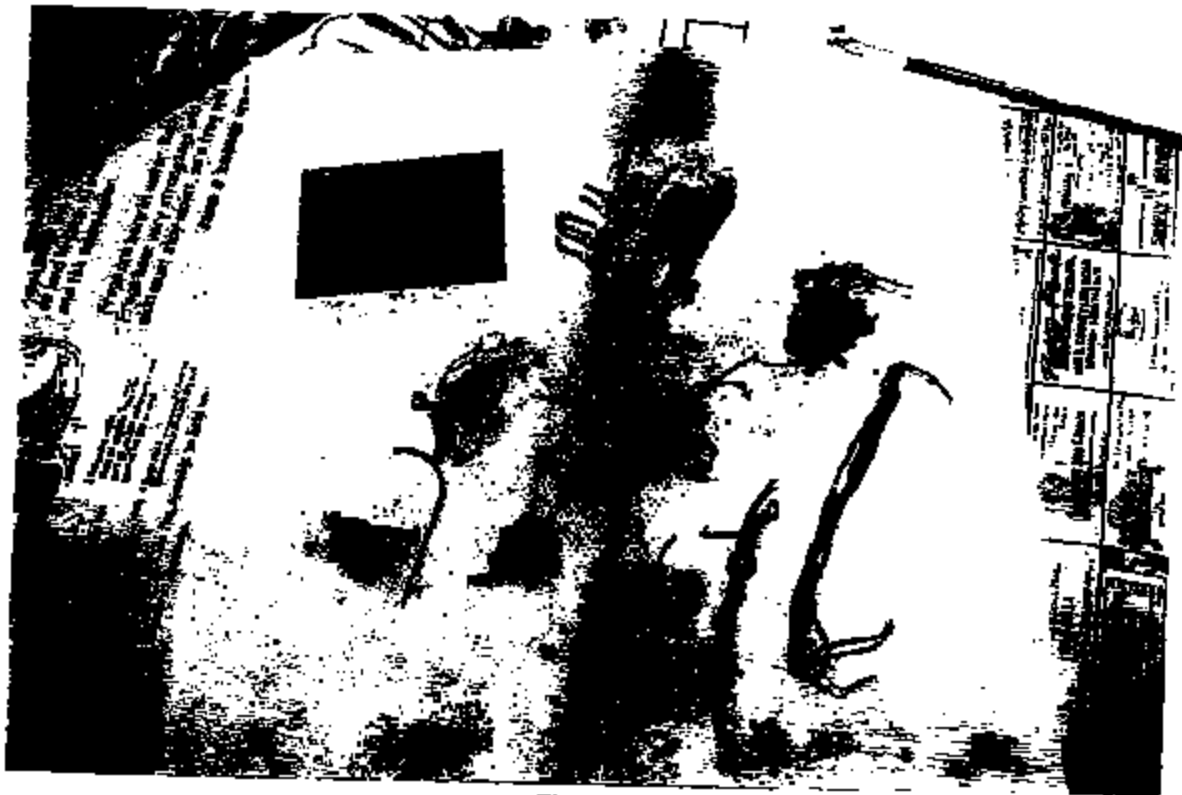


Figure 7
Contents of third bag of evidence



Figure 8
Contents of fourth bag of evidence

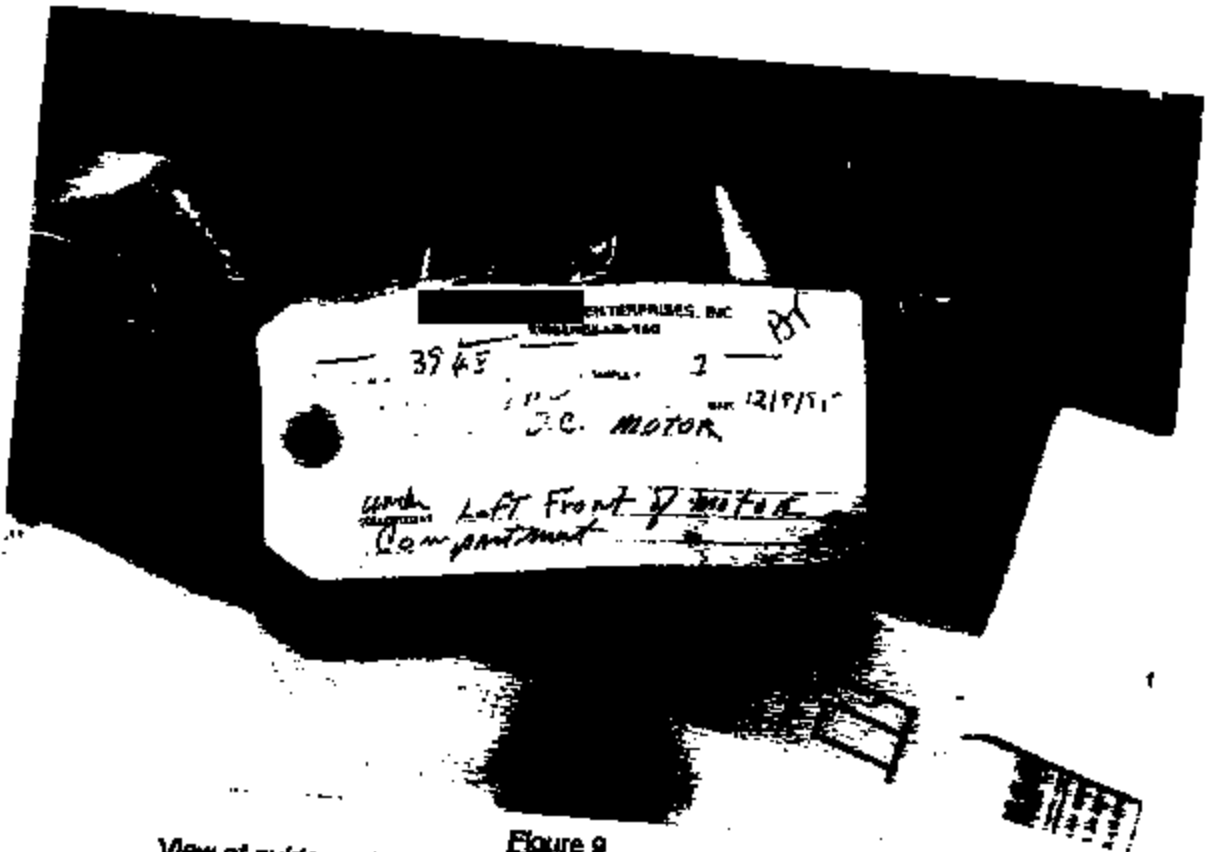


Figure 9
View of evidence bag containing air suspension compressor motor

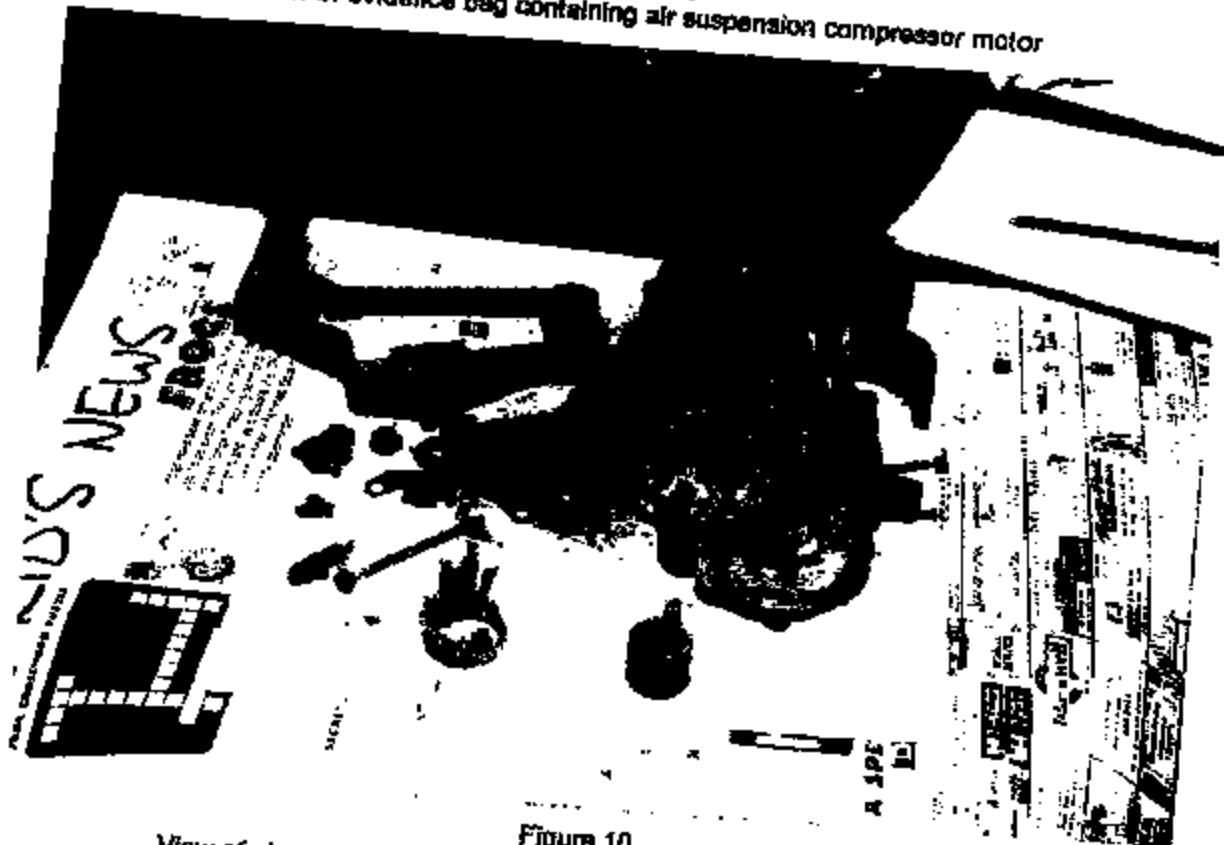


Figure 10
View of air suspension compressor motor and associated components



Figure 11

Left side of air suspension compressor motor



Figure 12

Left rear corner of compressor motor



Figure 13

Rear view (end cap) of compressor motor



Figure 14

Right rear corner of compressor motor



Figure 15
Right side of compressor motor



Figure 16
View of wires attached to compressor motor



Figure 17

Close-up view of wires showing evidence of short circuiting



Figure 18

Close-up view of wires showing evidence of short circuiting



Figure 19
View of compressor motor rotor



Figure 20
Contents of sixth bag of evidence



Figure 21
View of connector found in seventh bag of evidence



Figure 22
View of contents of eighth bag of evidence



Figure 23
View of contents of eighth bag of evidence

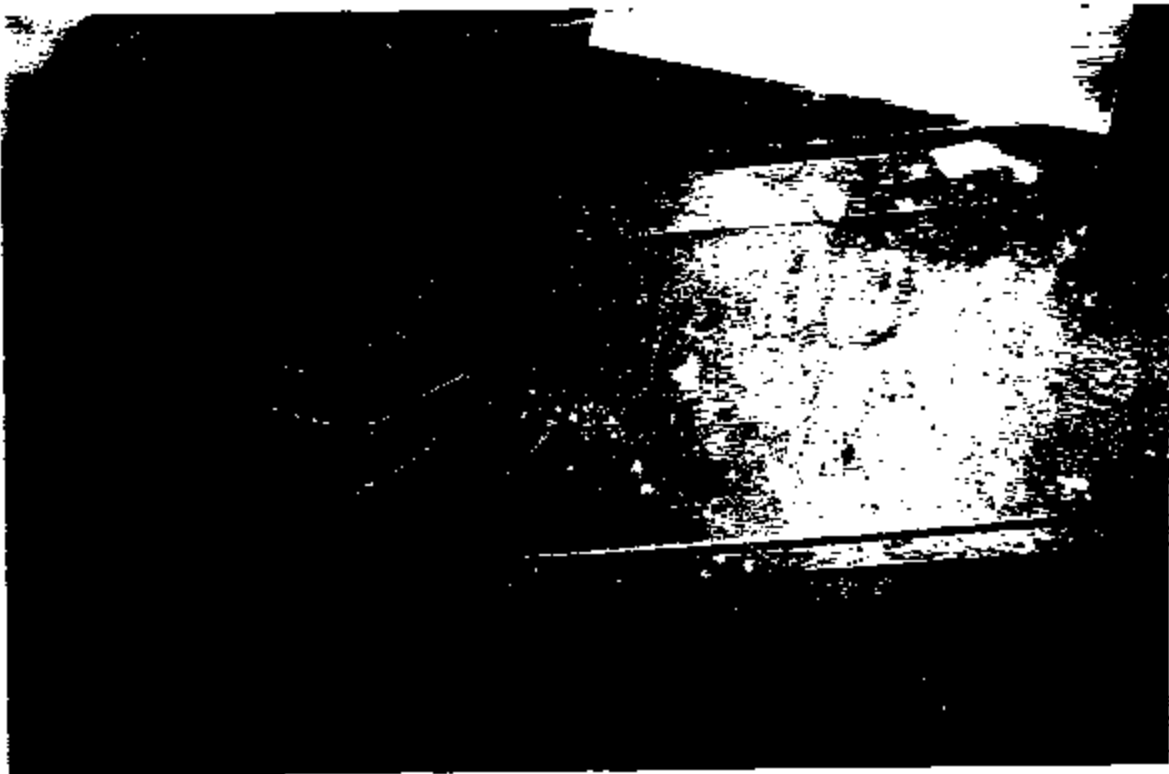


Figure 24
View of materials found at bottom of bag of evidence



Figure 26
Right side of vehicle



Figure 26
Front view of vehicle



Figure 27
Left side of vehicle



Figure 28
Rear view of vehicle



Figure 29
Right side of dashboard

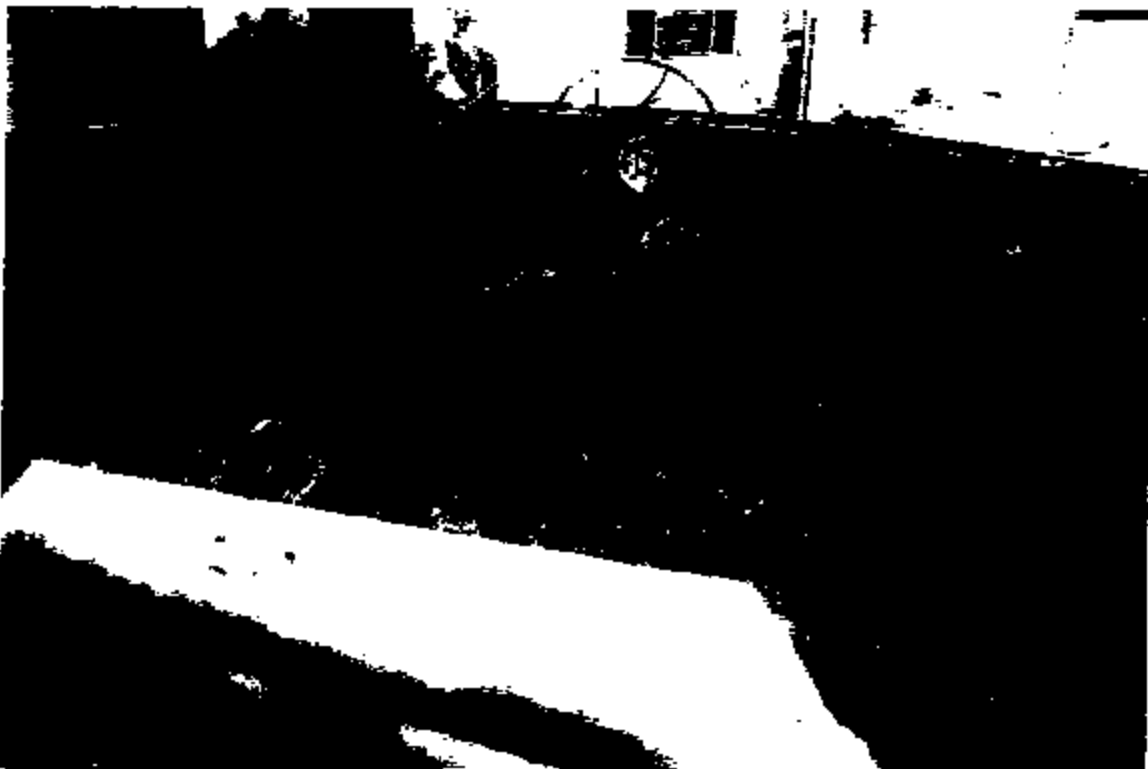


Figure 30
Left side of dashboard



Figure 31
View of left front wheel



Figure 32
View of right front wheel



Figure 33
View of right side of engine



Figure 34
View of right side of engine compartment



Figure 35
View of engine



Figure 36
View of left side of engine compartment



Figure 37
View of left side of engine



Figure 38
View of ABS pump (left side)



Figure 39
View of ABS pump (right side)

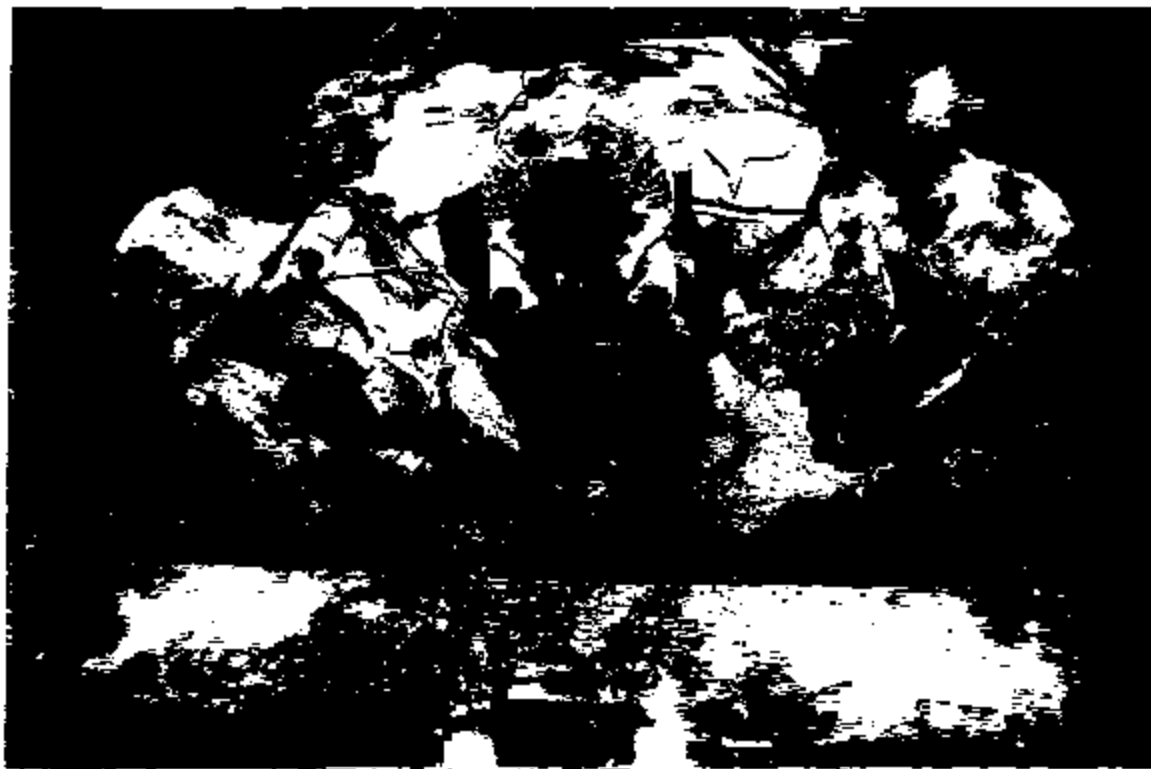


Figure 40
View of alternator

RB1AA291



route to: RPOWE

date: 04/16/93

page: 1

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
AUTOMOBILE CLAIM REPORT

match: NO

clm rep: RPOWE

clm rep:

claim number

policy number

car no.

type of fil.

OTHER

reporting agent: GARRETT
manager code:

code: 24-1315 phone no: (601) 482-7131
agent of record code: 1315

name

str

city

COLLINGSVILLE

st/prov

MS

zip/postal

suite

dob

phone:

home 986-5479

work

ext

date and time of accident or loss

09:30 AM

location of accident/loss

STOP SIGN AT 45 BYPASS

city

MERIDIAN

at

MS

zip/postal

insured vehicle

year make

model

body style

01

92 MERCURY

GR MARQUIS

4DR

vehicle identification number

license number

prior damage

2MEGM75H6N

NO

is this vehicle involved? YES

driver:

same parked/occupied parked/unoccupied unknown

principal damage: FRONT, LIGHTS, ETC

is vehicle drivable? YES

drive-in-service?

if yes, offices:

veh locations

vehicle

year make

model

body style

license number

02

UNKNOWN

vin

owner name and address:

str

city

st/prov

zip/postal

suite

phone:

home

work

ext

driver license

ean or tin

driver:

same parked/occupied parked/unoccupied unknown

principal damage:

is vehicle drivable?

drive-in-service?

if yes, drive-in offices:

vehicle locations

name of insurance company

policy number

address

city

st/prov

zip/postal

E882-825 37128

RB1AA291

date: 04/16/93



page: 2

AUTO
claim number

INSURED STOPPED AT STOP SIGN BEHIND A BIG TRUCK, HE STARTED OFF, AND SHE DID TOO. HE PUT ON BRAKES AND SHE BUMPED HIM. HE DID NOT EVEN ACKNOWLEDGE IT AND DROVE ON OFF. DAMAGE TO FRONT OF CAR.

speed limit:	signals given:	veh1	veh2	headlights on:	veh1	veh2
road conditions:			traffic controls?		types:	
police report made? NO			police dept. where reported:			
report no.:			date reported:		time reported:	
scene investigation?			who received citations:	insured	claimant	
type of citation:						
date theft reported to police:			recovered?		date:	
where recovered:			who recovered:			

recording office/number	MERIDIAN / 22-027	ref location/number	MERIDIAN / 22-027
review complete	YES	date closed	
review activity log	NO	date reopened	
coverage confirmed	YES	maintain file	NO
or 21 filed		date reported to agent	04/16/93
other applicable ins.	UNKNOWN	date recorded	04/16/93
		time recorded	02:31 PM

Individual C GARR	job function	AGENT	region	NID-90.	office
	activity date/time	04/16/93	02:31 PM		
	entry date/time	04/16/93	02:31 PM		entered by

REMARKS:

0001 INSURED BRINGING ESTS AND WE WILL TAKE PHOTO

Individual C GARR	job function	AGENT	region	NID-90.	office
	activity date/time	04/16/93	02:31 PM		
	entry date/time	04/16/93	02:31 PM		entered by

SUPPORTING DOCUMENTS:

0002 SUPPORTING DOCUMENTS BEING SENT

Individual R POME	job function	SMPLER	region	NID-90.	office	MERIDIAN
	activity date/time	04/16/93	03:12 PM			
	entry date/time	04/16/93	03:12 PM			entered by R POME

ASSIGNMENT

0003 RENEE

RB1AA291

date: 04/16/93



page: 3

AUTO
claim number

COVERAGE INFORMATION

clm reg: RPOWE unit no. 307 loss code 200
 Loss code(s) involved: *Coverages requested from ICS on 03/04/16 by RPOWE
 open
 open/cap *200
 no claim

coverage in force per agent agent conf? coverages involved
 A C U D G H R S

requested received division number date of loss
 04/16/93 02:30 PM 04/16/93 2:31 PM 3 04/14/93

policy number

policyholder name and address
 COLLINSVILLE MS

vehicle 92 MERCURY OR MARQUIS 4DR
 vehicle identification number 2MECM75W6N

coverage in force
 A 25/50/25.C 5,000.D100.G250.H.R1.U1 10/20/5.S

claim number agent mgr policy form prior sr base pol city
 1315-45 0 038

additional coverage information

lienholder
 BANK OF MISSISSIPPI PO DRAWER 789
 TUPELO MS 38802-0789

claim history

exceptions and endorsements
 ***** S, T, & Z COVERAGES *****
 NAME COVERAGES/LIMITS

S-5000
 S-5000

 D IS \$100 DED COMP; R1 IS -\$16 PER DAY - \$400 MAXIMUM; U IS U-BI; U IS U-PD; U
 INCLUDES UNDERINSURED MOTORIST COVERAGE; 6069FF AMENDMENT OF CANCELLATION
 CONDITION; 6271W AMENDMENT OF PHYSICAL DAMAGE COVERAGES; 6082B AMENDATORY
 ENDORSEMENT: CHANGES-DEFINED WORDS; INSURED'S DUTIES; COVERAGES;MULTICAR
 DISCOUNT, OTHER POLICIES EXIST; CLASS CODE=1D301; POLICY INCEPTION DATE -
 072092;

FAX COVER SHEET

TO: Randy Hemm
 YOUR FILE NUMBER: _____
 TELEPHONE NUMBER: _____
 FAX NUMBER: 483-7759

FROM: Rence Powell - Ins.

P.O. BOX 3810
 MERIDIAN MS 39303-3810
 FAX NUMBER: (601)485-9139
 TOLL FREE (IN STATE) 1-800-244-0984
 COMMERCIAL: (601)-693-2788

WE ARE TRANSMITTING _____ PAGES. (INCLUDING COVER SHEET)

REMARKS: Can you repair for the frame of 116529
If not let me know. I will check on
after you get it to shop

 CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY STATE FARM INSURANCE COMPANIES. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OF THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE DOCUMENTS.

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State Farm Sells Life Insurance.

880-072 APR 21 1993

S0280GCCDAR

LOSS REGISTER ENTRIES

AGT: 1315

REVIEW/REVISE/DELETE THE FOLLOWING LOSS REGISTER ENTRY:

LINE: 1 (1:AUTO, 2:FIRE, 3:LIFE, 4:HEALTH)

INSURED'S NAME: [REDACTED]

POLICY NO: [REDACTED]

POLICY DESC: 92 MERCURY GR MARQU

DATE OF LOSS: 04/14/93 INITIALS: CHS

COV INVOLV/CAUSE: G250,R1

CLAIM NO: [REDACTED]

CLAIM REP: POWELL, KENN 601-693-2788

CLAIM OFF: MERIDIAN

REPORTED TO CLAIM OFF: 04/16/1993 @ 02:27 PM

DELETE? N

PRESS ACCEPT TO CONTINUE

Pick is getting Randy Harrison to order the parts. He will need a rental vehicle when he puts the car in the shop.

CLAIM PHOTO TRANSMITTAL

Claim Number



1315



1315

Location/View

Location/View

Manufacturer

Manufacturer

Make

Model

Make

Model

Location/View

Location/View

Manufacturer

Manufacturer

Make

Model

Make

Model

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI

[REDACTED]

PLAINTIFFS

VS.

CAUSE NO. 251-97-360CIV

FORD MOTOR COMPANY

DEFENDANTS

AMENDED COMPLAINT

COMES NOW the Plaintiff, [REDACTED] by and through the undersigned Counsel and pursuant to FRCP 24 and files this Amended Complaint against Ford Motor Company, and in support thereof would show unto the Court the following:

PARTIES

1.

Plaintiff [REDACTED] is an adult resident citizen of Meridian, Lauderdale County, Mississippi.

2.

Defendant, Ford Motor Company ("Ford"), is a corporation organized and existing under the laws of the State of Delaware doing business in the State of Mississippi and may be served with process by serving its attorney in this action Gregory K. Davis, Davis, Goss & Williams at 188 East Capitol Street Suite 295, Jackson, Mississippi 39201 pursuant to FRCP 5(b).

FACTS

3.

Ford, designed, manufactured, assembled and distributed the 1992 Mercury Grand Marquis, VIN 2MECM75W6N [REDACTED] which is the subject vehicle described in this Complaint.

4.

On information and belief, Ford designed, manufactured, assembled and distributed the alternator, the levelling pump and all related component parts on the engine of the subject vehicle.

5.

In 1992, the [REDACTED] purchased the above described vehicle for their personal use. Plaintiff, [REDACTED] is the widow of [REDACTED] and was his wife at all times relevant to this Complaint.

6.

At approximately 1:30 p.m. on December 5, 1995, [REDACTED] parked the subject vehicle for the evening in the carport at his residence located at [REDACTED] Collinsville, Mississippi. At approximately 2:30 a.m. on December 6, 1996, [REDACTED] heard a frying or burning sound coming from the carport. After waking her husband, the [REDACTED] observed a fire burning around the left front tire and under the engine compartment of the subject vehicle. The [REDACTED] attempted to extinguish the fire by pouring water onto the hood and left front tire of the vehicle without success. The fire spread from the engine compartment of the subject vehicle to the [REDACTED] residence causing extensive damage to the [REDACTED] s real and personal property.

7.

At all times prior to December 6, 1995, the [REDACTED] operated and maintained the subject vehicle in a reasonably foreseeable manner and their actions in no way contributed to the fire.

8.

The cause of the fire was a defective alternator and/or levelling pump and related components manufactured by Ford.

9.

Ford knew, or should have known in light of reasonably available knowledge, or in the exercise of reasonable care, that the alternator and/or levelling pump installed on the subject vehicle were defective and dangerously designed and created an unreasonably dangerous condition.

10.

Ford knew, or should have known in light of reasonably available knowledge, or in the exercise of reasonable care, about the dangerous condition of the vehicle resulting from the defective alternator and/or levelling pump that caused the fire, and knew, or should have known, that the [REDACTED] were unaware of the dangerous condition caused by the defective alternator and/or defective levelling pump and component parts. Despite its knowledge of the unreasonably dangerous condition caused by the defective alternator/levelling pump and component parts, Ford failed to provide the [REDACTED] with any warnings regarding the dangerous condition of the alternator and/or levelling pump and component parts.

11.

As a direct and proximate result of the failure of the defective and dangerous alternator and/or levelling pump and related components, and the resulting fire, the [REDACTED] sustained extensive loss and damage to their residence, its contents and three (3) automobiles. As follows:

- 1) Gross Dwelling Loss - \$161,792.62
- 2) Gross Contents Loss - \$93,690.27
- 3) 1992 Mercury Grand Marquis - \$ 12,159.00
- 4) 1986 Toyota Cresida - \$5,475.00
- 5) 1987 Buick LeSabre - \$4,725.00
- 6) Gross Resultant Loss - \$6,740.00

Total of Special Damages: \$284,581.89

In addition to the foregoing, Plaintiff sustained general damages including inconvenience, interruption of her life activities and loss of numerous other items of personal meaning that cannot be replaced.

**COUNT 1
STRICT LIABILITY**

12.

Plaintiff hereby adopts and realleges Paragraphs 1-12 as set forth herein.

13.

The above described motor vehicle, specifically, the alternator and/or levelling pump and related components, were defective and dangerously designed by Ford and created an unreasonably dangerous condition which was the direct and proximate cause of the subject fire.

14.

Ford failed to warn the Billows of the dangerous condition of the alternator and/or levelling pump and related components on the subject vehicle before placing said vehicle in the stream of commerce.

**COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

15.

Plaintiff hereby adopts and realleges Paragraphs 1-16 as set forth herein.

16.

Ford impliedly warranted that the subject vehicle was for for the ordinary purposes for which such vehicles are used.

17.

The subject vehicle was not fit for ordinary purposes, in that the alternator and/or levelling pump and related components were defective as evidenced by the fact that the defective parts caused a fire after the vehicle had been parked for approximately thirteen (13) hours on the day of the fire.

18.

Ford's breach of implied warranties of merchantability was a direct and proximate result of the subject fire and resulting damages.

**COUNT III
NEGLIGENCE**

19.

Plaintiff hereby adopts and realleges Paragraphs 1-20 as set forth herein.

20.

Ford is liable to the Plaintiff arising out of one or more of the following negligent acts:

- (a) Negligent design and assembly of the subject vehicle; specifically, the alternator and/or levelling pump and related components;

(b) Negligent failure to warn the Billows of the dangerous condition of the subject vehicle; specifically, the alternator and/or levelling pump and related components;

(c) Negligent failure to inspect the subject vehicle before placing it in the stream of commerce.

21.

As a direct and proximate result of one or more of the aforesaid negligent acts and omissions, the Plaintiff sustained the damages as set forth above:

WHEREFORE PREMISES CONSIDERED the Plaintiff, [REDACTED] prays for a judgment against the Defendant, Ford Motor Company for compensatory damages in the amount of \$384,581.89, plus pre-judgment interest, reasonable attorney's fees, all costs of this action and for such other and further relief as the Court finds just and proper.

Respectfully Submitted,

By: Kevin Lewis
KEVIN LEWIS
ATTORNEY FOR PLAINTIFF MARGIE BILLOW

KEVIN LEWIS, ESQ.
DIAZ, LEWIS & GIDDENS, PLLC
125 S. Congress Street, Suite 1218
Post Office Drawer 24268
Jackson, Mississippi 39225-2403
(601) 969-1111
(601) 353-0458
State Bar Number 1236

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI

[REDACTED]

VS.
FORD MOTOR COMPANY



PLAINTIFFS
CAUSE NO. 251-97-360 CIV
DEFENDANT
JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, the Plaintiffs, [REDACTED] State Farm Fire & Casualty Company and State Farm Mutual Automobile Insurance Company and hereby file their Complaint against Ford Motor Company, and in support thereof would show unto the Court the following:

PARTIES

1.

Plaintiffs [REDACTED] (hereinafter collectively referred to as "the [REDACTED]"), are adult resident citizens of Collinsville, Lauderdale County, Mississippi.

Plaintiff, State Farm Fire & Casualty Company ("State Farm Fire"), is a corporation organized and existing under the laws of the United States of America and is qualified to do business in the State of Mississippi. Plaintiff, State Farm Mutual Automobile Insurance Company ("State Farm Auto"), is a corporation organized and existing under the laws of the United States of America and is qualified to do business in the State of Mississippi.

2.

Defendant, Ford Motor Company ("Ford"), is a corporation organized and existing under the laws of the State of Delaware doing business in the State of Mississippi and may be served with process by serving its registered agent for service of process in the State of Mississippi, CT Corporation Systems, 118 North Congress Street, Jackson, Mississippi 39201.

FACTS

3.

Ford designed, manufactured, assembled and distributed the 1992 Mercury Grand Marquis, VIN ZMECM75W6N[REDACTED] which is the subject vehicle described in this Complaint.

4.

On information and belief, Ford designed, manufactured, assembled and distributed the alternator, the levelling pump and all related component parts on the engine of the subject vehicle.

5.

In 1992, the [REDACTED] purchased the above described vehicle for their personal use. Attached hereto and incorporated herein by reference as Exhibit "A" is a copy of the Certificate of Title which reflects [REDACTED] as the owner of the subject vehicle.

6.

At approximately 1:30 p.m. on December 5, 1996, [REDACTED] parked the subject vehicle for the evening in the carport at his residence located at [REDACTED] Collinsville, Mississippi. At approximately 2:30 a.m. on December 6, 1996, [REDACTED] heard a frying or burning sound coming from the carport. After awakening her husband, the [REDACTED]

observed a fire burning around the left front tire and under the engine compartment of the subject vehicle. The [REDACTED] attempted to extinguish the fire by pouring water onto the hood and left front tire of the vehicle without success. The fire spread from the engine compartment of the subject vehicle to the [REDACTED] residence causing extensive damage to [REDACTED] real and personal property.

7.

At all times prior to December 6, 1995, the [REDACTED] operated and maintained the subject vehicle in a reasonably foreseeable manner and their actions in no way contributed to the fire.

8.

The cause of the fire was a defective alternator and/or levelling pump and related components manufactured by Ford.

9.

Ford knew, or should have known in light of reasonably available knowledge, or in the exercise of reasonable care, that the alternator and/or levelling pump installed on the subject vehicle were defective and dangerously designed and created an unreasonably dangerous condition.

10.

Ford knew, or should have known in light of reasonably available knowledge, or in the exercise of reasonable care, about the dangerous condition of the vehicle resulting from the defective alternator and/or defective levelling pump that caused the fire, and knew, or should have known, that the [REDACTED] were unaware of the dangerous condition caused by the defective alternator and/or defective levelling pump and component parts. Despite its knowledge of the unreasonably dangerous condition caused by the defective alternator and/or defective levelling pump and component parts, Ford failed to provide the [REDACTED] with any warnings regarding the

dangerous condition of the alternator and/or levelling pump and component parts.

11.

At the time of the fire loss, State Farm Fire had issued to the [REDACTED] a homeowner's policy of insurance, No. 24-95-3146-2 and State Farm Auto had issued an automobile insurance policy, No. 2194-745-A20-24.

12.

As a direct and proximate result of the failure of the defective and dangerous alternator and/or levelling pump and related components, and the resulting fire, the [REDACTED] sustained extensive loss and damage to their residence and the insured automobiles. State Farm Fire, in accordance with the terms and provisions of the homeowner's policy of insurance, paid the [REDACTED] the total sum of \$140,803.00 for damages sustained by [REDACTED] to their residence. State Farm Auto, also paid the [REDACTED] the total sum of \$12,159.00, less a deductible of \$100.00, for damages sustained by the [REDACTED] to their automobile.

13.

As a result of those payments, State Farm Fire is subrogated to the rights of the [REDACTED] to the extent of \$140,803.00 and State Farm Auto is subrogated to the rights of the [REDACTED] to the extent of \$12,159.00.

**COUNT I
STRICT LIABILITY**

14.

Plaintiffs hereby adopt and realleges paragraphs 1-13 as set forth herein.

15.

The above described motor vehicle, specifically, the alternator and/or levelling pump and related components, were defective and dangerously designed by Ford and created an unreasonably dangerous condition which was the direct and proximate cause of the subject fire.

16.

Ford failed to warn the [REDACTED] of the dangerous condition of the alternator and/or levelling pump and related components on the subject vehicle before placing said vehicle in the stream of commerce.

**COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

17.

Plaintiffs hereby adopt and reallege paragraphs 1-16 as set forth herein.

18.

Ford impliedly warranted that the subject vehicle was fit for the ordinary purposes for which such vehicles are used.

19.

The subject vehicle was not fit for ordinary purposes, in that the alternator and/or levelling pump and related components were defective as evidenced by the fact that the defective parts caused a fire after the vehicle had been parked for approximately thirteen hours on the day of the fire.

20.

Ford's breach of implied warranties of merchantability was a direct and proximate result of the subject fire and resulting damages.

**COUNT III
NEGLIGENCE**

21.

Plaintiffs hereby adopt and reallege paragraphs 1-20 as set forth herein.

22.

Ford is liable to the Plaintiffs arising out of one or more of the following negligent acts:

(a) Negligent design and assembly of the subject vehicle; specifically, the alternator and/or levelling pump and related components;

(b) Negligent failure to warn the [REDACTED] of the dangerous condition of the subject vehicle; specifically, the alternator and/or levelling pump and related components;

or

(c) Negligent failure to inspect the subject vehicle before placing it in the stream of commerce.

23.

As a direct and proximate result of one or more of the aforesaid negligent acts and omissions, the Plaintiffs sustained the damages as set forth above.

WHEREFORE, PREMISES CONSIDERED the Plaintiffs, [REDACTED]

[REDACTED] State Farm Fire & Casualty Company and State Farm Mutual Automobile Insurance Company, pray for a judgment against the Defendant, Ford Motor Company, as follows:

1. State Farm Fire & Casualty Company prays for a judgment in the amount of \$140,803.00 plus pre-judgment interest and reasonable attorney's fees.

2. State Farm Mutual Automobile Insurance Company prays for a judgment in the amount of \$12,059.00 plus pre-judgment interest and reasonable attorney's fees.

3. [REDACTED] and pray for a judgment in the amount of \$100.00 plus pre-judgment interest and reasonable attorney's fees.

4. The Plaintiffs pray that all costs of this action be assessed to the Defendant. The Plaintiffs pray for such other and further relief as the Court finds just and proper.

Respectfully submitted,

[REDACTED]

BY:



PATRICK F. McALLISTER MSB# 2177
REEVE G. JACOBUS, JR., MSB# 2986
Their Attorneys

WILLIFORD, McALLISTER & JACOBUS
537 Trustmark Building
248 East Capitol Street
Jackson, Mississippi 39201
(601) 352-4321

2HECH79MCH [REDACTED] MAR PASS 474741-01
92 MEPC [REDACTED] 04 40 31/37/72
[REDACTED] BANK OF MISSISSIPPI
COLLINSVILLE MS [REDACTED] P O GRANF 709
TUPELO MS 39402
07/14/47
30 JULY 72
9221032004 2646
ODOM-009697
ACTUAL MILEAGE

STATE TAX COMMISSION

92210320004

39
02

APPLICATION FOR CERTIFICATE OF TITLE

VEHICLE TYPE: ORIGINAL CORRECTION TRANSFER LEASE CHANGE
TITLE NO. 5757241-01

VEHICLE TYPE: PASSENGER CAR TRUCK MOTORCYCLE OTHER
YEAR: 92 MAKE: HONDA MODEL: DR COLOR: GRAY VIN: 2KFCM75M6N80019697

DEALER	DEALER NAME	DEALER ADDRESS	DEALER CITY	DEALER STATE	DEALER ZIP	SALES TAX	SALES TAX AMOUNT	SALES TAX PERCENT	SALES TAX DATE
1	WILL STRONG LINC MFG INC								
2									
3	Collinsville					380			07-01-1992
4	BANK OF MISSISSIPPI					6401723000			2-17-92
5	Tupelo								

WILL STRONG LINC MFG INC. APPROVED SIGNATURE: *Ann Miller*

THE UNDERSIGNED CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE, AND THE VEHICLE WILL BE THE SUBJECT OF A LEASE FROM TO RECEIPT OF TITLE (AS INDICATED ABOVE)
OWNER'S SIGNATURE: *Dick Jallow*

JOINT OWNER'S SIGNATURE: _____

THE UNDERSIGNED CERTIFY THAT THE ABOVE DE SCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE VIN AND DESCRIBE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FULLY IDENTIFIED THE PERSON SIGNING THE APPLICATION AND THE LEASE (IF APPLICABLE)

WILL STRONG LINC MFG INC. APPROVED SIGNATURE: *Ann Miller*
DEALER'S ADDRESS NO. 6401723000 PART 07-01-1992 92 75229556

APPLICATION NUMBER: 75229556

ERR-825 3748

F1316

CERTIFICATE OF TITLE

STATE OF MISSISSIPPI

REGISTRATION NO. **5759241-01** MAKE **NERC** YEAR **92** BODY **4D** MODEL **NAR** VIN **ZMECH75H0HR6**
 TITLE DATE **05/29/91** EXPIRES **04/26/91** DOOR **X** TYPE OF LICENSE **PASS** CLASS **000** ORIGINAL

OWNER **FORD MOTOR CO X STATE OF MISS**
THE AMERICAN RD RM 560
DEARBORN MI 48121

ODOMETER - IN THE NEXT INCHES
00007
 ACTUAL MILEAGE

THE AMERICAN RD RM 560
 DEARBORN MI 48121



REGISTERED IN THE STATE OF MISSISSIPPI
 MAY 29 1991

91143629006

00106

E. J. [Signature]

NOT TO BE ALTERED

DMG-025 57147

ORDER FOR DISCLOSURE STATEMENT
 (Check page) (Page no)

Member has read State law. If applicable, reported that you or the mileage upon transfer of ownership. Failure to comply is a gross misdemeanor.

STATE OF MINNESOTA
 COUNTY OF _____

I, _____, do hereby certify that the above information is true and correct to the best of my knowledge, information and belief, and that the same reflects the amount of mileage in excess of mechanical limits.

I hereby certify that the above information is true and correct to the best of my knowledge, information and belief, and that the same reflects the amount of mileage in excess of mechanical limits.

WAIVING OWNERSHIP DEFICIENCY

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

EMR-223 37140

ODOMETER DISCLOSURE STATEMENT

Before you sell this car, it is important to know that you must disclose the mileage and number of odometer cycles in its purchase or financing. A false statement may result in fines and/or imprisonment.

66H

FORD MOTOR CREDIT CO

FINANCIAL INSTITUTION - NAME (PRINT)

STATE THAT THE ODOMETER OF THE VEHICLE

DESCRIBED BELOW NOW READS 19697

DID NOT VARY MORE AND TO THE BEST OF MY KNOW-

LEDGE THIS IS REFLECTS THE ACTUAL MILEAGE

OF THE VEHICLE DESCRIBED BELOW, UNLESS ONE

OF THE FOLLOWING STATEMENTS IS CHECKED

I am selling this car to the best of my knowledge the odometer will be shown to record all mileage between all its previous buyers.

I am selling this car to the best of my knowledge the odometer will be shown to record all mileage between all its previous buyers.

CTLR

1141000

CHEVSELY GRAND MARSHALL LA
DEALER STOCK # **7001316**

FORD MOTOR CREDIT CO

THE AMERICAN ROAD

DEARBORN MI 48161

Bill S. Ethridge

Bill S. Ethridge

1860 9 2001AGE 3

Bill S. Ethridge

Bill S. Ethridge

ZRECHTSON [REDACTED] MAR PASS 5759241-01
92 MERC X 04/26/91 08 40 05/29/91
FORD MOTOR CO STATE OF MISS
THE AMERICAN RD RM 560
DEARBORN MI 48121
FORD MOTOR CO STATE OF MISS
THE AMERICAN RD RM 560
DEARBORN MI 48121
29 MAY 91
91143629004 335
ODOM-000007
ACTUAL MILEAGE

14
07

#135

STATE TAX COMMISSION 91143629008

BUREAU OF REVENUE
TITLE DIVISION - POST OFFICE BOX 100
JACKSON, MISSISSIPPI 39205

APPLICATION FOR CERTIFICATE OF TITLE

ENTER
MISSISSIPPI

TITLE NO. TITLE TYPE ORIGINAL CORRECTION TRANSFER WITH CHANGE
VEHICLE TYPE SALVAGE REBUILT OTHER

YEAR MAKE MODEL TYPE CTS. NO. OF CYL. BODY TYPE COLOR WEIGHT (LBS.) VIN. SPECIAL REGISTRATION REG. FEE
92 MERC Sebring A 6 4 Dr. OTH X 0 CHECK 75468X 00-07

FROM WHICH PURCHASED (OWNER) STREET & BOX NO.
Ford Motor Company The American Road Room 360

CITY STATE ZIP CODE PHONE NO. COUNTY TITLE NO.
Dearborn MI 48121

FOR WHOM PURCHASED (BUYER) STREET & BOX NO.
FORD MOTOR COMPANY c/o State of Mo. The American Road, Room 360

CITY STATE ZIP CODE COUNTY TITLE NO. TAXES
Dearborn MI 48121 1800 832 04 26 91

SALES TAX STATE TAX LOCAL TAX TOTAL TAXES
YES NO YES NO YES NO

DATE OF SALE
[Redacted]

BUYER'S SIGNATURE
[Redacted]

SELLER'S SIGNATURE
Ford Motor Company [Redacted]

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE VEHICLE IS NOT SUBJECT TO ANY OTHER INTEREST OR ENCUMBRANCE.
AGENT: Bubba Overcast L/M

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE VEHICLE IS NOT SUBJECT TO ANY OTHER INTEREST OR ENCUMBRANCE.
AGENT: Bubba Overcast L/M

AGENT: Bubba Overcast Lincoln Mercury, Inc.
[Redacted]

DESIGNATED AGENT NO. 433 285 878 00 DATE April 26, 1991 51670824

STATE TAX COMMISSION COPY APPLICATION NUMBER

CERTIFICATE OF ORIGIN FOR A VEHICLE

DATE
APRIL 04, 1991

INVOICE NO.
K619136

VEHICLE IDENTIFICATION NUMBER
2MECH75W6N

YEAR
1992

MAKE
MERCURY

MODEL TYPE

GRAND MARQUIS LS 4-DR SEDAN

CAPACITIES WEIGHT
3625 LBS

G.P. WEIGHT
40.33

TYRES
P/R

NUMBER ON ROAD
N75

The undersigned authorized representative of the company, firm or corporation named below, hereby certifies that the new vehicle described above is the property of the said company, firm or corporation, manufactured on the above date and under the invoice number indicated to the following distributor or agent:

FORD MOTOR COMPANY

THE AMERICAN ROAD BODY CO

DEARBORN

MI 48121

342062

It is further certified that this was the first transfer of such new motor vehicle to ordinary title and ownership.

F34486182

FORD MOTOR COMPANY

J. G. Coates

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DEARBORN, MICHIGAN

CITY - STATE

EM2-025 37153

FOR VALUE RECEIVED I HEREBY ASSIGN, TRANSFER AND CONVEY THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO
Ford Motor Company c/o State of Mississippi
The American Road, Room 550 Dearborn, MI 48121-1800
 AND I AGREE TO PAY TO THE STATE OF MISSISSIPPI THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT.

RECEIVED BY THE STATE OF MISSISSIPPI THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT.

DATE OF SALE: _____ KIND OF SALE: _____ IN FAVOR OF: _____

SELLER'S ADDRESS: **820**
Dealer: Hubbs-Dunlap T/H, Inc.
 State of: **Mississippi**
 City of: **Meridian**

BUYER'S ADDRESS: _____
 State of: _____
 City of: _____

FOR VALUE RECEIVED I HEREBY ASSIGN, TRANSFER AND CONVEY THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO
 NAME OF PURCHASER: _____
 ADDRESS: _____
 AND I AGREE TO PAY TO THE STATE OF MISSISSIPPI THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT.

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DATE OF SALE: _____ KIND OF SALE: _____ IN FAVOR OF: _____

SELLER'S ADDRESS: _____
 DEALER: _____
 State of: _____
 City of: _____

BUYER'S ADDRESS: _____
 State of: _____
 City of: _____

FOR VALUE RECEIVED I HEREBY ASSIGN, TRANSFER AND CONVEY THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO
 NAME OF PURCHASER: _____
 ADDRESS: _____
 AND I AGREE TO PAY TO THE STATE OF MISSISSIPPI THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT AND TO PAY THE TAXES AND FEES WHICH ARE DUE ON THE VEHICLE AS OF THE DATE OF THIS ASSIGNMENT.

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DATE OF SALE: _____ KIND OF SALE: _____ IN FAVOR OF: _____

SELLER'S ADDRESS: _____
 DEALER: _____
 State of: _____
 City of: _____

BUYER'S ADDRESS: _____
 State of: _____
 City of: _____

EM-2-82B 37154

Ford Motor Company c/o State of

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that this statement be completed at the time of sale of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Transferor's name: Hubba Gustaf, Lincoln Mercury, Inc.

I state that the odometer now reads 7 (in tenths miles and in the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
 - (2) I hereby certify that the odometer reading is NOT the actual mileage.
- WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
Mercury	Gr. Horn	4 Dr
VEHICLE IDENTIFICATION NUMBER		YEAR
2HECH75660		1992

TRANSFEROR'S ADDRESS (STREET)
 CITY
 STATE ZIP CODE

City: Suffert State: NY ZIP CODE: 11990

DATE OF STATEMENT

TRANSFEROR'S SIGNATURE

James Gustaf

PRINTED NAME

Ford Motor Company

TRANSFEREE'S NAME

The American Road Show 360

TRANSFEREE'S ADDRESS (STREET)

City: Danbury State: NY ZIP CODE: 11971

BRG2-025 37125

FORD MOTOR COMPANY

RETAIL EXEMPTION CERTIFICATE

To:

top report #

It is certified that Ford Motor Company is authorized to do business in and is registered in all jurisdictions wherein a sales tax and/or use tax is imposed, and is engaged in the business of selling at retail, and has been issued the following registration numbers:

Alabama	6250-03032	Missouri	10332187
Arizona	07-295448-L	Nebraska	1-317843-1
Arkansas	2-76-01514	New Jersey	380-349-150-C02
California	52-CHA-30-807381	Nevada	0-128050-04-89
Colorado	01-08943	New York	38-0549150C (NY-000045)
Connecticut	0647446-000	New Mexico	01728399001
District of Columbia	4010-03749-01-3	North Carolina	105-9-101-11541
Florida	76-20-004423-23	North Dakota	11227-00
Georgia	080-30-0317-4	Ohio	58-001877
Hawaii	15900351	Oklahoma	117240
Idaho	0036873-9-46-1-1	Pennsylvania	02-78143-7
Illinois	0089-1801	Rhode Island	91795
Indiana	082802-3	S. Carolina	061-88313-7
Iowa	1-77-033970	S. Dakota	74-017317
Kansas	113-2043	Tennessee	2-380549190-001-1
Kentucky	8448	Texas	1-38-0549150-2
Louisiana	0933401-001	Utah	07026
Maine	70-30901	Vermont	06330
Maryland	25-07337-0	Virginia	300-998168-3
Massachusetts	380-349-190	Washington	409-008-916
Michigan	38-0549190	West Virginia	38-054-9190
Minnesota	9333397	Wisconsin	UT0768
Mississippi	185-02144-1	Wyoming	24-0-02064

It is further certified that the tangible property is purchased from suppliers to be resold in the form of tangible personal property, and in the event that any such property is subsequently used for any purpose other than retention, demonstration or display while it is being held for sale in the regular course of business, it is understood that the purchaser, Ford Motor Company, will report and pay sales or use tax directly to the state and/or local jurisdictions involved.

Dated:

FORD MOTOR COMPANY

By:

Drake A. McLean
 Drake A. McLean
 Tax Attorney
 State and Local Tax Department

03443

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

[Redacted]

Civil Action No.
3:97cv310WS

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

The Deposition of RICHARD W. KOVARSKY, P.E.,
an Expert Witness herein, taken pursuant to Notice of
Taking Deposition before Shari L. Blythe, CSR-3910,
Registered Professional Reporter and Notary Public
within and for the County of Wayne, State of Michigan,
at 24626 Michigan Avenue, Dearborn, Michigan, on
Thursday, June 25, 1998, commencing at about 12:25 p.m.

APPEARANCES:

GREGORY K. DAVIS, ESQ.
Davis, Goss & Williams
188 East Capitol Street, Suite 925
Jackson, Mississippi 39201

For Ford Motor Company.

KEVIN LEWIS, ESQ.
Diaz, Lewis & Giddens, PLLC
Post Office Drawer 24268
Jackson, Mississippi 39225-2468

For [Redacted]

(Appearances continued on page 2.)

