

PE04-078
FORD
1/28/2005
BOOK 2 OF 12
ATTACHMENT F
PART 5 OF 6



FARMERS

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RECEIVED SEP 22 2004

09/13/2004

Shawn Norton
Ford Motor Company
Parklane Towers, Suite 300
3 Parklane Blvd
Dearborn, MI 48126-2968

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
SEP 22 2004
OFFICE OF THE
GENERAL COUNSEL

NEW

Re: Our Insured: [REDACTED]
Loss Date: 04/17/2004
Claim Number: 099 SUB 1004755951-1
Total Amount Owed: \$19,333.19

Dear Ms. Norton:

We previously advised you of our subrogation rights in regards to the above-noted claim. We asked you to furnish us with your liability insurance information or to advise how you plan to satisfy this claim. To date, you have not responded.

Farmers Texas County Mutual Insurance Company has a right to recover for damages paid on behalf of our insured. Please be advised that if any claims are paid under our Uninsured Motorist Provision or Personal Injury Protection Benefits, those amounts will be added to our claim.

Please be aware that no partial payment to Farmers Texas County Mutual Insurance Company that is less than the full amount claimed herein will be considered in any way an acceptance of benefits, a notation or accord and satisfaction of this claim without an express written release of our claim executed by an individual who is a member of our subrogation department.

Therefore, our legal rights to enforce collection on the remaining amount of claim shall not be waived or estopped due to a partial payment by you or someone action on your behalf.

Sincerely,
Farmers Texas County Mutual Insurance Company

Scott Sheffield

Scott Sheffield
Special Subrogation Representative
512-238-5739



Keller and Associates
P. O. Box 1239
Sanger, TX 76266
(972) 434-3809 or (214) 384-9357

September 3, 2004

FILE #K0408181

Report One

CLIENT: Ms. Amy Hawkes
Farmers Insurance Group
200 Chisholm Place #100
Plano, TX 75075

INSURED: [REDACTED]

INSURED VEHICLE: 2000 Ford F150 XLT pickup
VIN 1FTRX17LGYK [REDACTED]

DATE OF FIRE: 8/24/04

POLICY #: Not Reported

CLAIM #: [REDACTED]

This report is prepared for the above named client
Release to any other persons, companies or agency MUST
be approved by the client

ASSIGNMENT

This assignment was received on 8/25/04. Instructions were to conduct a vehicle fire origin and cause investigation. The investigation began on 9/1/04 after the vehicle arrived at IAA in Grand Prairie, TX.

ENCLOSURE

1. 31 vehicle photographs with explanation sheet

INSURED VEHICLE

The insured vehicle is a 1999 Ford F150 XLT pickup. The vehicle has an extended cab with a long wheelbase bed. The manufacturer's data tag indicates that the vehicle was built in November 1999. The VIN is 1FTPX17L9YK [REDACTED]. The vehicle displays a Texas license plate #3LBB03.

The vehicle is equipped with power steering, power brakes, power windows, power door locks, power mirrors, tilt steering, cruise control, air conditioning, am/fm/cassette radio, and steel alloy wheels with tires that appear to be new. The vehicle is powered by an 8-cylinder fuel injection engine with an automatic transmission.

VEHICLE EXAMINATION

This vehicle was photographed and inspected at IAA in Grand Prairie, TX. No other parties were present and there were no apparent alterations to the vehicle.

An exterior inspection was made of the vehicle. It found that the fire damage is confined primarily to the front end assembly of the vehicle and the hood to interior. The heaviest damage to the vehicle exterior is to the front end of the driver's side.

The majority of the hood is consumed. Only a small portion of the hood remains at the front in the passenger side area across the very front of the vehicle. The remainder of the hood is melted and consumed by the fire.

Almost all paint is burned from the front driver's side fender. The front driver's side tire is heavily damaged by the fire.

Almost all of the paint still remains on the front passenger fender. There is fire damage to the top edge of the fender where the fire escaped around the edge of the hood at the fender location. The front tire on the passenger side is not damaged.

The grill is consumed by the fire. It is apparent that the fire emitted out the front grill assembly area of the vehicle and consumed the grill and melted and burned the nonmetallic components along the front-end assembly of the vehicle.

The fire spread to the windshield of the vehicle. A large portion of the windshield is missing in the midsection of the windshield opening. Fire entered the vehicle interior through the windshield opening. The fire caused damage to the dash assembly and the headliner assembly.

There is some fire damage to the top of the vehicle at the top side of the windshield. It is apparent that the fire spread to the top from the engine compartment. There is some melting and fire damage to the mirror on the driver's side door. The remainder of the vehicle body is not damaged by the fire.

An inspection was made of the vehicle interior. The dash is burned along the top side of the dash where the fire entered through the windshield. The remainder of the dash assembly is intact. There is moderate to heavy heat and smoke damage throughout the vehicle interior. The headliner assembly is heavily damaged by the fire. It is apparent that the fire could not have originated in the vehicle interior.

An inspection was made of the engine compartment. It is apparent that the fire originated in the engine compartment. Insulation is burned from the wiring. Belts are severely and partially consumed. The radiator and air conditioning condensers are heavily damaged by the fire. Damage is heavier on the driver's side than on the passenger side.

The fuel lines that run to the fuel rail are damaged. The fuel rails are still intact. There is no evidence to indicate that the fire was caused by a fuel leak.

Damage to the vehicle indicates that the fire started along the driver's side of the engine. The fire originated between the driver's side of the engine and the inner fender on the front driver's side.

While insulation was burned from the wiring, a majority of the wiring is still in place. The master cylinder is heavily damaged. The brake fluid reservoir is consumed. A large portion of the lightweight metal master cylinder is destroyed.

Damage is consistent with the fire originating at the pressure switch that is mounted on the master cylinder. No remains of the pressure switch assembly were found in the debris. It is unknown whether it was totally consumed by the fire or if it was left during the vehicle transport operation.

An inspection of the engine revealed no evidence of a catastrophic engine failure. I pulled the oil dipstick and found that the oil level was proper and the oil is not in bad condition.

Observations of the damage indicate that the fire started in the vehicle engine compartment. The fire originated on the driver's side of the engine. Damage is consistent with the fire being caused by a failure of the electronic switch mounted on the master cylinder of the vehicle; however, there is insufficient physical evidence present to positively identify this switch as the ignition source of the fire. Further evaluation of the vehicle by a qualified electrical engineer could eliminate the electrical wiring along the inner fender of the vehicle as an ignition source of the fire. Although some of the wiring and the fuel system could be eliminated as the ignition source of the fire, the components necessary to identify the cause of the fire are not available.

INVESTIGATION

Information received at the time of the assignment indicates that this vehicle was parked at the time of the fire. The insured had driven the vehicle and parked it at about 10:00 p.m. about 11am the insured found that his vehicle was on fire. He saw smoke and fire coming from the vehicle.

I contacted the insured. I learned that the vehicle was parked. He had no problems with the vehicle prior to the fire.

The insured works at The Greenbush Hotel in Tampa. The truck was parked in the parking garage. The fire was captured on a security camera.

I called the security director, William Farr. His phone number is 214/880-4550. He advised the fire was captured on a tape. There was nobody around the vehicle. The vehicle started smoking then flames were observed. The image was quickly blocked due to smoke.

No other witnesses have been interviewed and no additional information is available.

DETERMINATION OF ORIGIN AND CAUSE

The fire originated in the engine compartment of the vehicle. The fire originated along the driver's side of the engine in the area of the brake system components and master cylinder.

Damage is consistent with a fire originating due to a failure of the electronic switch mounted on the master cylinder.

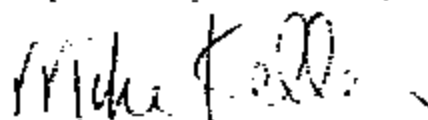
No remains of the switch assembly were found. All components were destroyed by the fire or lost during the vehicle transport.

The fire originated in the engine compartment on the driver's side of the engine compartment. Damage is consistent with a fire being caused by the electronic switch on the master cylinder; however, insufficient physical evidence is available to prove the ignition source of the fire.

COMMENTS

No additional investigation is anticipated. If you have any questions, comments, or additional instructions please contact me. I may be reached at [REDACTED] or by mobile number [REDACTED].

Respectfully submitted,



Mike Keller, Adjuster, AAA, WFLA
for The Firm

PHOTOGRAPH EXPLANATION SHEET

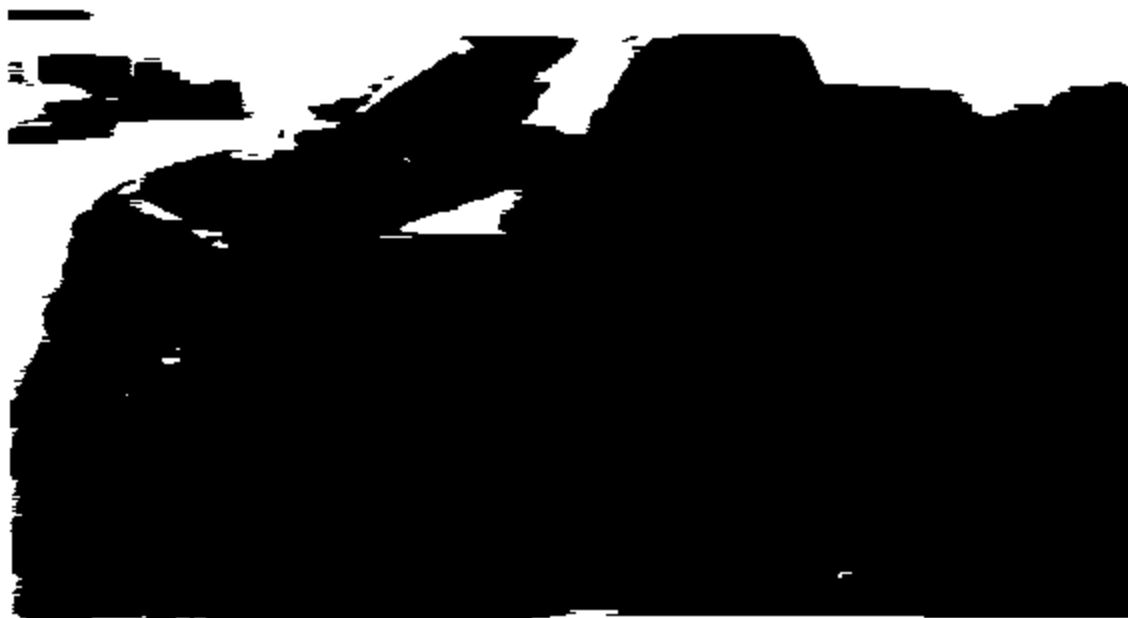
- 1 - 4 vehicle exterior
- 5 VIN plate
- 6 manufacturer's data tag
- 7 - 10 vehicle interior
- 11, 12 bulkhead along the windshield
- 13 - 17 overall view of the engine compartment
- 18 fuel rail on the passenger side of the engine
- 19 fuel rail on the driver's side of the engine
- 20 front to rear view of the passenger side of the engine
- 21 front to rear view of the center of the engine
- 22 front to rear view of the driver's side of the engine
- 23 oil on the dipstick
- 24 dipstick holder for the transmission; dipstick indicating that it is still plugged and fluid could not have accidentally emitted out this opening
- 25, 26 overall view of the area of the fire origin between the engine and inner fender on the driver's side
- 27 electronics along the inner fender on the driver's side
- 28 remains of the master cylinder
- 29 master cylinder area and area between the engine and inner fender on the driver's side
- 30 attempt to show the fire spread to the area of the master cylinder assembly area
- 31 frame rail below the master cylinder after debris was removed indicating that no components of the electronic switch assembly mounted on the master cylinder was found

KELLER AND ASSOCIATES

No. 1



No. 2

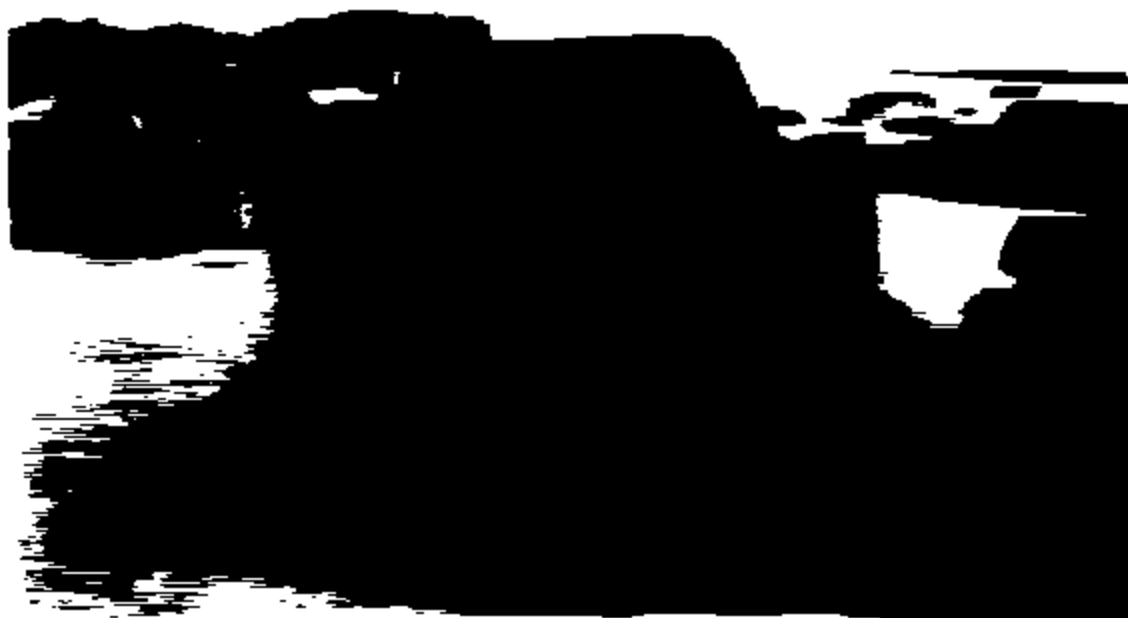


KELLER AND ASSOCIATES

No. 3



No. 4

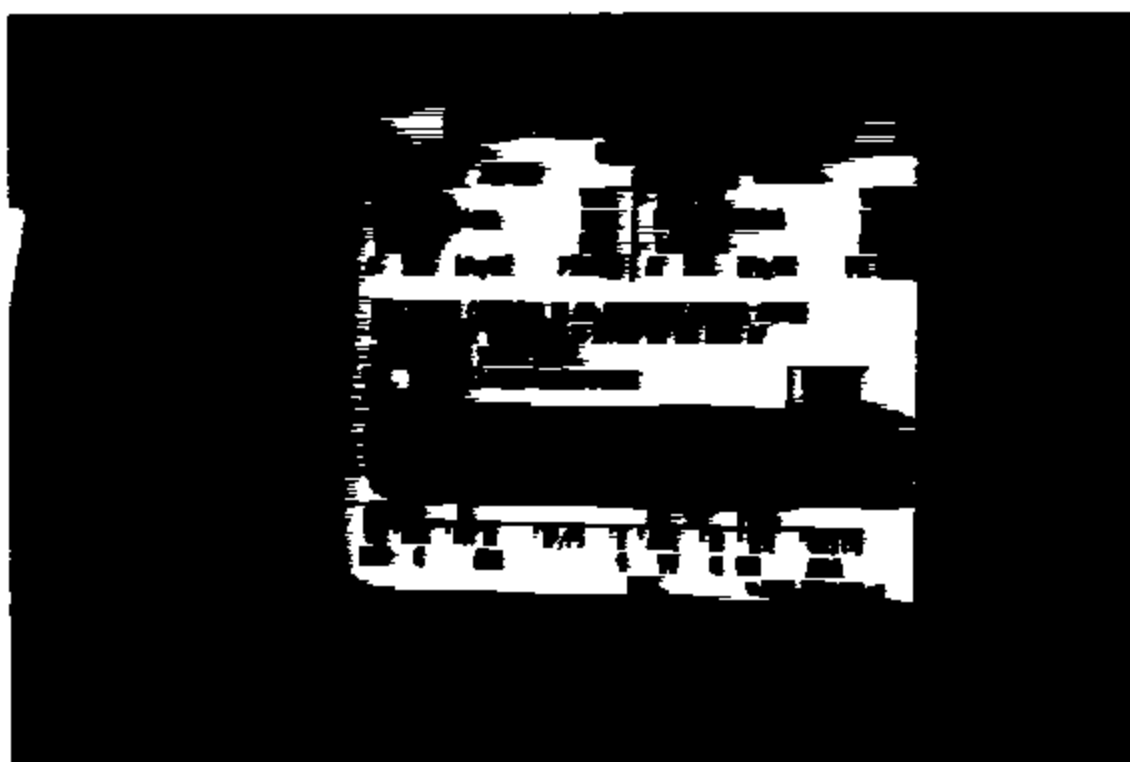


KELLER AND ASSOCIATES

No. 5



No. 6



KELLER AND ASSOCIATES

No. 7



No. 042



KELLER AND ASSOCIATES

No. 9



No. 10



KELLER AND ASSOCIATES

No. 11



No. 12



KELLER AND ASSOCIATES

No. 13



No. 14



KELLER AND ASSOCIATES

No. 15



No. 14

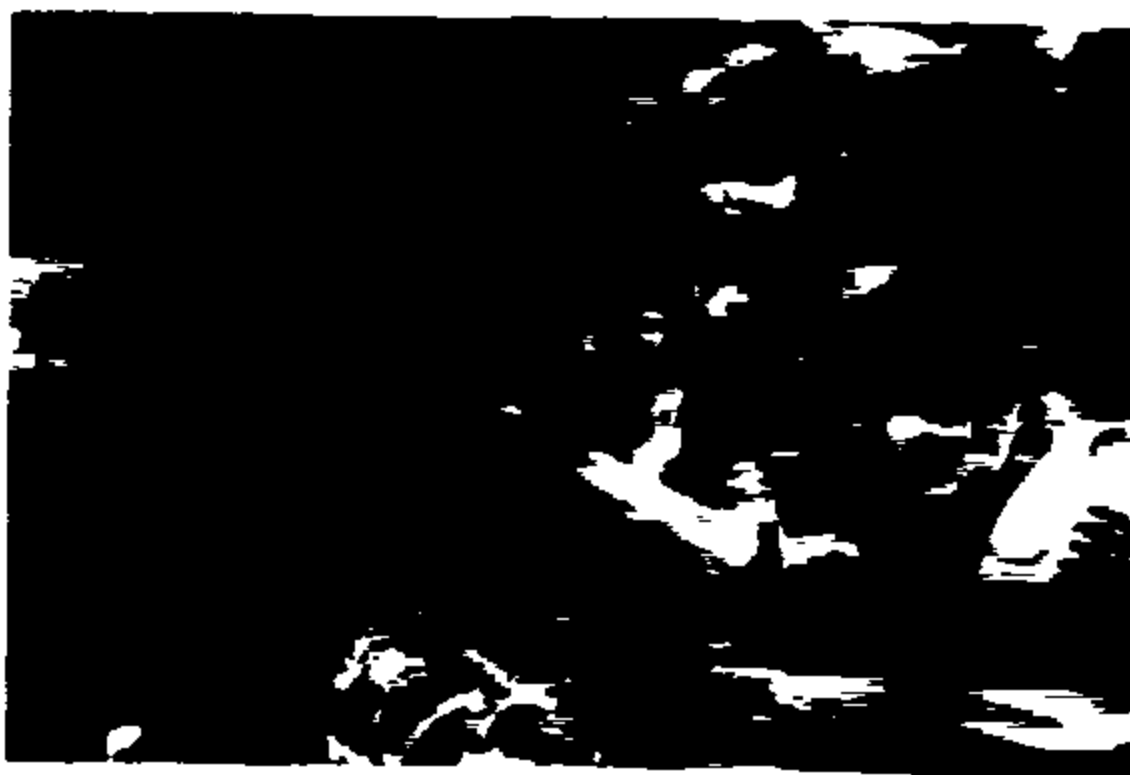


KELLER AND ASSOCIATES

No. 11



No. 12



KELLER AND ASSOCIATES

No. 1



No. 2



**PROOF OF LOSS
AUTOMOBILE PHYSICAL DAMAGE CLAIM**

SECTION I

NAME OF INSURANCE COMPANY		INSURANCE NO.
[REDACTED]		[REDACTED]
[REDACTED]		INSURANCE LIC. NO.
[REDACTED] TX		[REDACTED]
[REDACTED]		INSURANCE LIC. NO.
[REDACTED] TX		[REDACTED]

SECTION II - Description of Vehicle

YEAR	MAKE	MODEL	COLOR	LICENSE	VIN
2000	FORD	F-150	Maroon	[REDACTED]	1FTRX11E1X [REDACTED]
REGISTRATION OF [REDACTED] TX [REDACTED]					
LICENSED BY [REDACTED] TX [REDACTED]					
FINANCING BY [REDACTED] TX [REDACTED]					
FINANCING INSTITUTION Plains Credit Union					
ADDRESS (If different from above) P.O. Box 353912 Richardson TX 75085-3912					
OWNER'S OCCUPATION N/A					PHONE N/A
ADDRESS (If different from above) N/A					
DATE PURCHASED	ORIGINAL PRICE	LOW-BALANCE	MONTHLY PAYMENT	ACTUALLY COMPLETED	
2-25-02	\$18,999.00	\$13,247.98	\$364.43	YES <input type="checkbox"/> NO <input type="checkbox"/>	
HAS VEHICLE EVER BEEN A TOTAL LOSS OR WRITTEN OFF AS A TOTAL LOSS VEHICLE? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF "YES" STATE DATE AND ADDRESS OF PERSON WHO ACQUIRED THIS LOSS VEHICLE N/A					
LAST PRIOR DAMAGE, IF ANY, 30 DAYS None					
COLOR EXTERIOR	COLOR INTERIOR	MILEAGE	TRANSMISSION		
Maroon	Beige	64,000	AUTOMATIC <input checked="" type="checkbox"/> MANUAL <input type="checkbox"/>		
ENGINE SIZE	CONDITION	RADIO TYPE			
Triton V8	Excellent	STEREO AM/FM Cassette			
LIST SPECIAL EQUIPMENT INCLUDING MAKE, MODEL, VALUE, WHERE PURCHASED					
New Goodrich Tires \$469.00 SAMS - Running Boards \$600 Gift Skyline					
Ford - Seat Covers \$300 Gift - Radar Detector Passport \$500					
\$320 Best Buy					
ACTUAL CASH VALUE OF VEHICLE AT TIME OF LOSS				AMOUNT OF INSURANCE LOSS	
\$13,165				\$14,500	
HAS CAR BEEN OFFERED FOR SALE? <input type="checkbox"/> YES <input type="checkbox"/> NO					
7 SA PART N/A					

FORM 13-0 1/01

SECTION III - Facts of Occurrence

DATE 8-24-04	TIME 11:00	CITY Dallas	COUNTY Dallas Co.	STATE Texas
LOCATION Parking garage at work-level G3/400 Crockett St. Dallas, TX 75201				
REPORT TO POLICE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DATE REPORTED (month/day) 8-24-04	REPORT OR CASE NO. # 75036	FIRE DEPARTMENT/ADDRESS Dallas Fire/4000	
ALL DAMAGE OR VALUABLES IN VEHICLE DAMAGED Radar detector 150 Songlines 250 Portable CD Player 225				

SECTION IV

WAS THERE VIOLENCE OR THEFT? Through the Vehicle

SECTION V

CONDITIONS SURROUNDING THE LOSS
Parked truck at work 6:00 am in lower parking garage @ 11:15 am. Security officers informed me that my truck had caught on fire.

NAME OF COMPANY <u>None</u>	AMOUNT OF INSURANCE \$
NAME OF COMPANY <u>None</u>	AMOUNT OF INSURANCE \$

The vehicle described herein has been manufactured or certified to comply with all required U.S.A. D.O.T. and E.P.A. safety and emission standards. Furthermore, the described vehicle met all U.S.A. safety and emission requirements immediately prior to this loss. The above mentioned loss did not originate or continue by any act, design, procurement, or willful neglect on the part of this insured, or on the part of any person having any interest, direct or indirect, in the insured property or in the policy of insurance; nothing has been done by or with the insured's knowledge or consent to violate the conditions of the policy or render it void; no property saved has to any owner been concealed, and no attempt to deceive the insurer company as to the extent of the loss has in any manner been made.

_____ and each a part hereof.
_____ issued, subject to the insured to policy of policy.
Date 9-2-04 in 2004

State of Texas
County of Collin

On this the 2 day of September 2004 before me,
Ante J. Bosserman
the _____ed



personally known to me
provided to me on the basis of satisfactory reference
to be the person(s) whose name(s) _____ subscribed to the
within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.
Ante J. Bosserman
Notary's Signature

For your protection please be advised of the following: any person who knowingly presents a false or fraudulent claim for payment of a loss, or knowingly presents false or misleading information to an insurance company for the purpose of defrauding or attempting to defraud an insurance company, or provides false information concerning a material fact on an application for insurance, or helps any other person commit such acts, may be guilty of fraud, and may be subject to criminal and civil penalties pursuant to the laws of the state in which these acts occur.
DECLARATION: Any person who knowingly, and with intent to injure, defraud or obtain any wrong, makes any claim for the proceeds of an insurance policy containing any false, inaccurate or misleading information is guilty of a felony.
PENALTY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any material false information or conceals for the purpose of obtaining information, concerning any fact material thereto contrary to the actual knowledge of such person, which is a crime and subjects such person to criminal and civil penalties.



FARMERS

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FORD MOTOR COMPANY
RECEIVED
SEP 27 2004
OFFICE OF THE
GENERAL COUNSEL

Neil

09/20/2004

Ford Motor Co.- General Counsel
Parklane Towers West/Ste 300 / 3 Park Lane
Dearborn, MI 48126

Re: Our Insured: [REDACTED]
Our Claim #: 099 SUB 1005377444-1
Date of Loss: 08/24/2004
Your Claim #:
Amount Owed: \$12,702.25

RECEIVED SEP 27 2004 *su*

Dear Ford Motor Co.- General Counsel:

We have made payment to our insured for damages resulting from this accident. Our investigation has established that the above loss was caused by the negligence of your driver. By virtue of our subrogation rights this letter is to advise you that we expect payment from you for the amount of damages within 14 days of the receipt of this letter.

Be advised that no partial payment, which is less than the full amount claimed herein, will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you.

If you need additional support for our claim or require further information, please call me at 512-238-5723 with your FAX number so that the requested information can be sent to you.

Sincerely,
Mid-Century Insurance Company of Texas

Angela K. De La Garza

Angela De La Garza
Senior Subrogation Representative
angela.delagarza@farmersinsurance.com
ATTACHMENT(S)



FARMERS

New

National Document Center
P.O. Box 268992
Oklahoma City, OK 73126-8992
claimsdocument@farmersinsurance.com
Fax: 877-217-1389

09/17/2004

RECEIVED SEP 27 2004 - SM

Ford Motor Co.-
Shawn Norton - General Counsel
Parklane Towers West
Ste 300
3 Park Lane Blvd
Dearborne, MI 48126

Re: Our Insured: [REDACTED]
Our Claim #: 099 SUB 1005377444-1
Date of Loss: 08/24/2004
Your Claim #:
Amount Owed: \$12,702.25

Dear Ford Motor Co.- General Counsel:

We have made payment to our insured for damages resulting from this accident. Our investigation has established that the above loss was caused by the negligence of your product. The vehicle will be placed on hold for 45 days in order for you to inspect the vehicle. By virtue of our subrogation rights this letter is to advise you that we expect payment from you for the amount of damages within 14 days of the receipt of this letter.

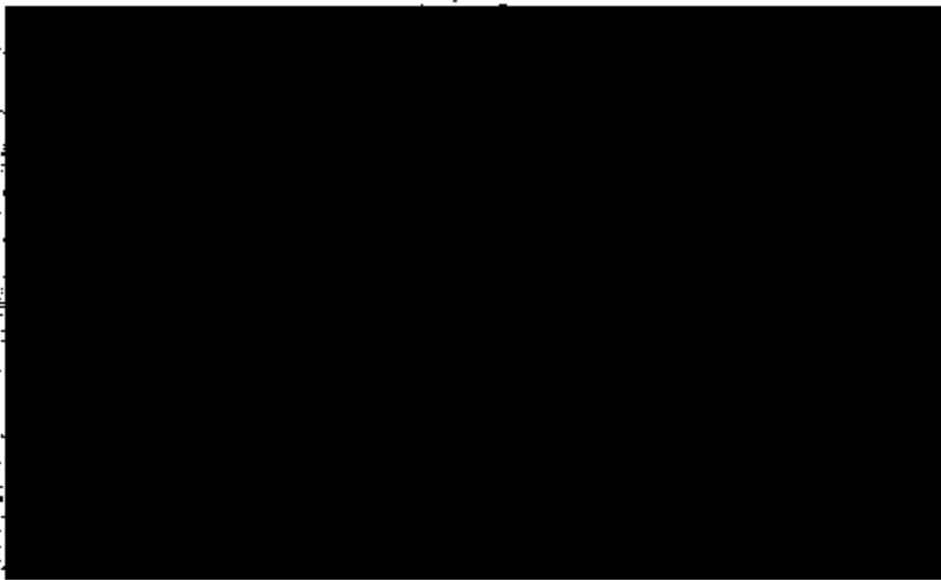
Be advised that no partial payment, which is less than the full amount claimed herein, will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you.

If you need additional support for our claim or require further information, please call me at 512-238-5723 with your FAX number so that the requested information can be sent to you.

Sincerely,
Mid-Century Insurance Company of Texas

Angela V. De La Garza

Angela De La Garza
Senior Subrogation Representative
angela.delagarza@farmersinsurance.com
ATTACHMENT(S)



PE84-878 C 8388

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL ACTION NO.:

COMPLAINT FOR DAMAGES

Plaintiff,

[REDACTED]

by and through

undersigned counsel, sues Defendant FORD MOTOR COMPANY and state:

PARTIES

1. Plaintiff [REDACTED] is a foreign corporation that issues policies of insurance throughout the United States, including the State of Florida

2. Defendant FORD MOTOR COMPANY ("Ford") is a Delaware corporation authorized to do business in Florida that maintains a registered agent in Florida: CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324. At all times material hereto, Ford was doing business in Florida and sold its manufactured products in the State of Florida.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court as the action arose in the state and damages exceed \$15,000.00.

4. Venue is proper in this Court as the Defendant Ford is a corporation doing business in Orange County and the incident which is the subject matter of this action occurred in Orange County.

ALLEGATIONS COMMON TO ALL COUNTS

5. Plaintiff issued to [REDACTED] a married couple ("the [REDACTED]") a policy of insurance in effect as of October 24, 2002 that insured against property damage to their home located at [REDACTED] Winter Park, FL [REDACTED] ("the home") and a 2000 Ford Expedition, VIN: 1FMRU1762Y1 [REDACTED] ("the vehicle") that the Stalders had purchased new.

6. On October 24, 2002, the vehicle was parked in the garage of the home.

7. On October 24, 2002, the home was the subject of a fire ("the fire").

8. The fire originated from the cruise control deactivation switch in the vehicle.

9. The cause of the fire was an electrical short or failure of the cruise control deactivation switch.

10. The heat generated by the electrical short or failure in the cruise control deactivation switch was sufficient to ignite the surrounding combustibles and cause the fire damage to the vehicle.

11. From the time that the subject vehicle was first purchased to the time of the fire, no one had performed any work on the cruise control deactivation switch.

12. From the time that the subject vehicle was first purchased to the time of the fire, no one warned the [REDACTED] that the vehicle had any defect in the area of origin.

13. As a direct result of the electrical short or failure of the cruise control deactivation switch, the vehicle caught fire, the fire spread to the home, and the [REDACTED] incurred damages to the home and its contents and incurred the cost of renting an alternative vehicle and renting an alternative dwelling while the damages to the home were being repaired and while searching for a new vehicle in an amount in excess of \$15,000.00.

14. Having paid the [REDACTED] for the above-referenced damages, Plaintiff brings this action to enforce its subrogation rights against the party that caused the fire.

COUNT I -- NEGLIGENCE

15. Plaintiff hereby incorporates and realleges by reference paragraphs 1 through 14 as if fully stated herein.
16. Ford designed the vehicle.
17. Ford manufactured the vehicle.
18. Ford distributed the vehicle.
19. Ford had a duty to design, manufacture, and distribute vehicles which are safe and free of defects.
20. Ford had a duty to warn persons who might reasonably use or store their vehicles in a garage of latent dangerous defects in the vehicle.
21. It was foreseeable by Ford that if Ford designed, manufactured, and distributed a vehicle with a latent defect and/or if Ford failed to warn of such defect, purchasers such as the Stalders could incur personal or property damage.
22. The fire was the result of a malfunction of the vehicle in the course of its ordinary use.
23. The malfunction of the vehicle was due to a defective condition in the vehicle, to wit: a cruise control deactivation switch which was defective in that it had a tendency to ignite as a result of corrosion of the metal contacts within the switch while constantly energized.
24. The vehicle contained the above defect when it left Ford's possession and control.
25. Ford breached the above duties by designing, manufacturing, and distributing the vehicle with a latent dangerous defect in its cruise control deactivation switch and/or by failing to warn of the defect and/or by failing to adopt a safer, practical, feasible, or otherwise reasonable alternative design or formulation for the cruise control deactivation switch that could

then have been reasonably adopted that would have prevented or substantially reduced the risk of harm without substantially impairing the usefulness, practicality, or desirability of the vehicle.

26. As a direct and proximate result of Ford's negligence, the [REDACTED] incurred damages to their real and personal property and suffered loss of use expenses in an amount in excess of \$15,000.00.

WHEREFORE, Plaintiff requests that this Court enter judgment against the Defendant for an amount in excess of \$15,000.00 for the damages alleged, for pre-verdict interest and/or post-verdict interest, and for costs as allowed by law.

COUNT II — BREACH OF EXPRESS WARRANTY

27. Plaintiff hereby incorporates and realleges by reference Paragraphs 1 through 14 as if fully stated herein.

28. Ford was the seller of the vehicle and/or entered into an agency relationship with the dealer that sold the vehicle to the [REDACTED]

29. As part of the sale of vehicle, Ford extended an express warranty warranting that the vehicle would be free of defects in design and/or workmanship and/or would be merchantable and/or fit for the particular purpose of providing transportation and the purchaser reasonably relied upon such warranty.

30. Plaintiff, through counsel, is not currently in possession of any written warranty conferred as part of the sale, but believes Defendant may be in possession of such written warranty.

31. The fire was the result of a malfunction of the vehicle in the course of its ordinary use.

32. The malfunction of the vehicle was due to a defective condition in the vehicle, to wit: a cruise control deactivation switch which was defective in that it had a tendency to ignite as a result of corrosion of the metal contacts within the switch while constantly energized.

33. The vehicle contained the above defect when it left Ford's possession and control.

34. Ford breached the above warranties by providing a vehicle with the above defective condition.

35. As a direct and proximate result of Ford's breach of warranty, the [REDACTED] incurred damages to their real and personal property and suffered loss of use expenses in an amount in excess of \$15,000.00.

WHEREFORE, Plaintiff requests that this Court enter judgment against the Defendant for an amount in excess of \$15,000.00 for the damages alleged, for pre-verdict interest and/or post-verdict interest, and for costs as allowed by law.

COUNT III — BREACH OF IMPLIED WARRANTY

36. Plaintiff hereby incorporates and realleges by reference Paragraphs 1 through 14 as if fully stated herein.

37. Ford was the seller of the vehicle and/or entered into an agency relationship with the dealer that sold the vehicle to the Stalders.

38. As part of the sale of vehicle, Ford impliedly warranted that the vehicle would be free of defects in design and/or workmanship and/or would be merchantable and/or fit for the particular purpose of providing transportation and the purchaser reasonably relied upon such warranty.

39. The fire was the result of a malfunction of the vehicle in the course of its ordinary use.

40. The malfunction of the vehicle was due to a defective condition in the vehicle, to wit: a cruise control deactivation switch which was defective in that it had a tendency to ignite as a result of corrosion of the metal contacts within the switch while constantly energized.

41. The vehicle contained the above defect when it left Ford's possession and control.

42. Ford breached the above warranties by providing a vehicle with the above defective condition.

43. As a direct and proximate result of Ford's breach of warranty, the [REDACTED] incurred damages to their real and personal property and suffered loss of use expenses in an amount in excess of \$15,000.00.

WHEREFORE, Plaintiff requests that this Court enter judgment against the Defendant for an amount in excess of \$15,000.00 for the damages alleged, for pre-verdict interest and/or post-verdict interest, and for costs as allowed by law.

COUNT IV — STRICT LIABILITY

44. Plaintiff hereby incorporates and realleges by reference Paragraphs 1 through 14 as if fully stated herein.

45. Ford manufactured, sold, and/or distributed the vehicle.

46. The vehicle was defective and unreasonably dangerous in that it had a tendency to ignite as a result of corrosion of the metal contacts within the cruise control deactivation switch while constantly energized.

47. As a result of the unreasonable dangerous condition of the vehicle, the [REDACTED] incurred damages to their real and personal property and suffered loss of use expenses in an amount in excess of \$15,000.00.

WHEREFORE, Plaintiff requests that this Court enter judgment against the Defendant for an amount in excess of \$15,000.00 for the damages alleged, for pre-verdict interest and/or post-verdict interest, and for costs as allowed by law.

DEMAND FOR JURY TRIAL


Plaintiff hereby demands a trial by jury.

This the 31st day of March 2004.

Respectfully submitted,

COZEN O'CONNOR

BY:


JOHN W. REIS, Esquire
Florida Bar No.: 946133
Cozen O'Connor
One Wachovia Center, Suite 2100
301 South College Street
Charlotte, NC 28202
(704) 376-3400 or 800-762-3575 phone
(704) 334-3351 facsimile

CHARLOTTE:796831 138541.000

September 19, 2003

Page 2

Of course, there are other components in a Ford vehicle that can cause a fire. However, the cruise control deactivation switch appears the more likely. In any event, Florida subscribes to the "malfunction theory," i.e., the legal inference of product defectiveness when a product malfunctions during normal operation, even without factual corroboration of a specific defect. Cassisi v. Maytag Company, 396 So. 2d 1140 (Fla. 5th DCA 1981).

In this case, there is simply nothing other than the car itself that caused the fire. We plan to give this matter another two weeks or so before we draft and possibly file a complaint. In the meantime, we are interested in discussing pre-suit resolution. Please let me know if that is a possibility.

Sincerely,

COZEN O'CONNOR

By:  John W. Reis
JWR/ags
CHARLOTTE 734131 (3854) 000

PE04-078 C 0316

SEP 19 2003 14:54

7043341284

PAGE 03

III. Photographs of the Vehicle's Damage

I enclose copies of photographs that were provided to me by my client, Safeco, labeled STA 056-62, 129-154, though I do not have color copies. It should be noted that the vehicle has not changed at all since it was delivered to Richard Clarke's facility. Color copies of his photographs are provided as STA 002-055. Your expert, Larry Helton, examined the vehicle on August 12, 2003.

IV. Documentation in Support of Defect Allegation

At this time, any expert opinions are privileged, as the investigation is ongoing. However, I have provided you an opportunity to inspect the vehicle with my expert, Richard Clarke, on August 12, 2003 and for a subsequent destructive analysis on September 12, 2003. I will agree to allow you to interview Richard Clarke in my presence if you will similarly agree to allow me to interview your expert in the presence of any attorney or representative of your choosing. His photographs are including among the documents labeled STA 002-055.

V. Repair Estimate/Loss Worksheet

I enclose relevant portions of the claims file showing the estimate of damages, which are labeled Stalder 065-176.

VI. A complete service history for the subject vehicle.

I do not have this documentation, but I understand from the Stalders that there were no significant repairs to the vehicle from the time they purchased it in the year 2000 from Uncle's Dealership in Nebraska.

VII. After Market Additions or Modifications

None.

VIII. If Used, Purchaser Information

This vehicle was not purchased used, but was purchased new from Uncle's Dealership in Nebraska.

Hopefully, this sufficiently answers your questions. If Ford has records of the service work on this vehicle pursuant to Ford's warranty, please provide copy of same.

Sincerely,

COZEN O'CONNOR



By: John W. Reis
JWR/cgs

Enclosures

cc: Ms. Lisa Knight, Safeco

[Redacted]

Mr. Richard Clarke
CHARLOTTE 717213 1J8541.000



August 8, 2003

John Reis
Cozen & O'Connor
One First Union Center
301 South College Street
Charlotte, NC 28202

EXPERT/ATTORNEY WORK PRODUCT-PRIVILEGED
RE: R-341 Stalder

Dear Mr. Reis:

I have enclosed a copy of Richard's photographs of his initial inspection of the above-referenced subject vehicle.

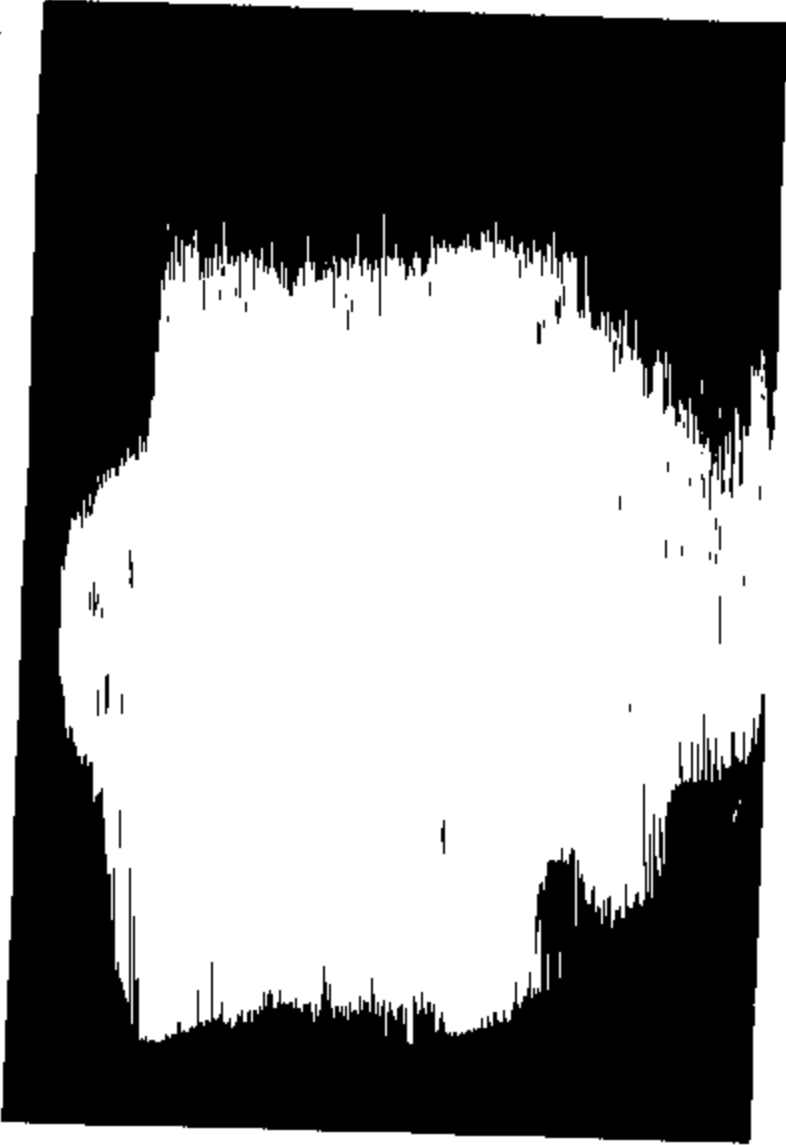
If you have any questions or concerns, please feel free to call.

Sincerely,

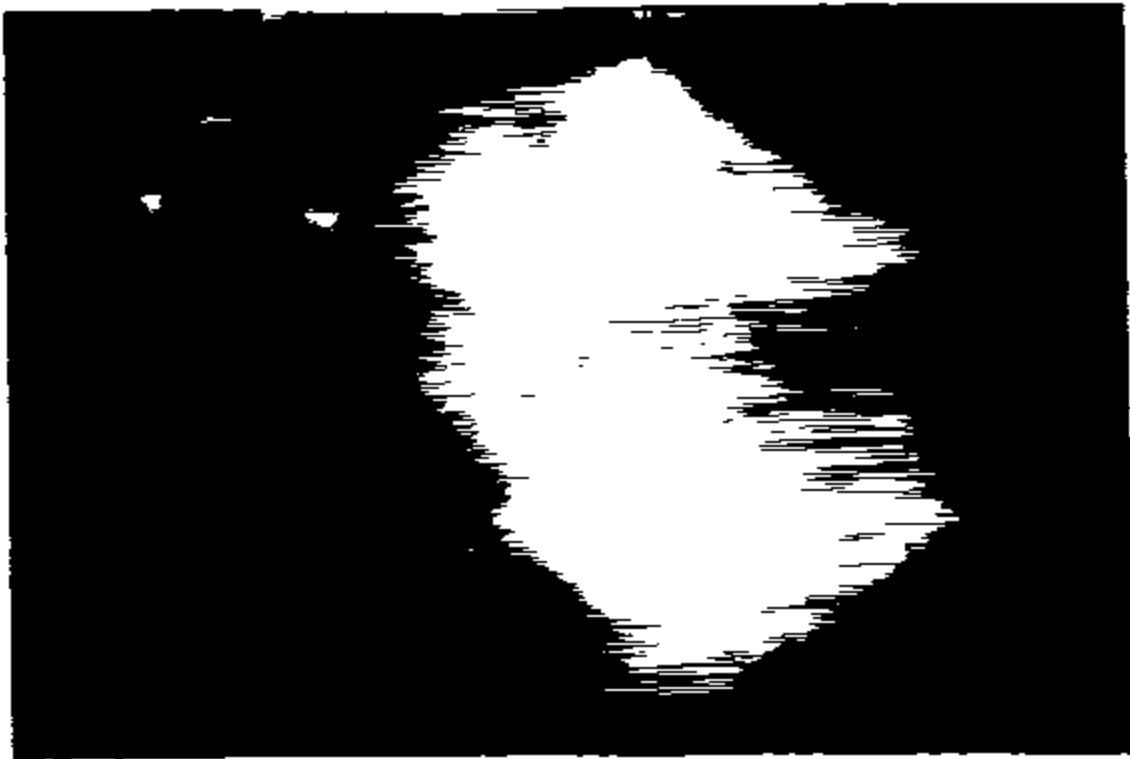
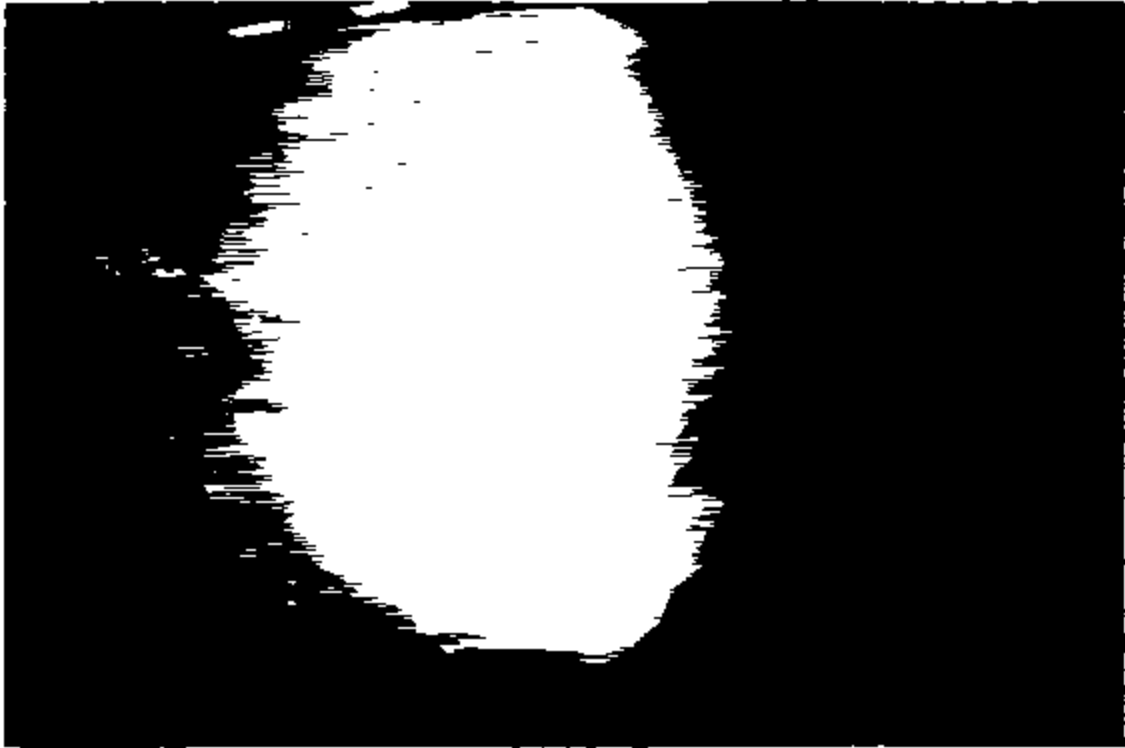

Kimberly S. Day

/ksd
Enclosure

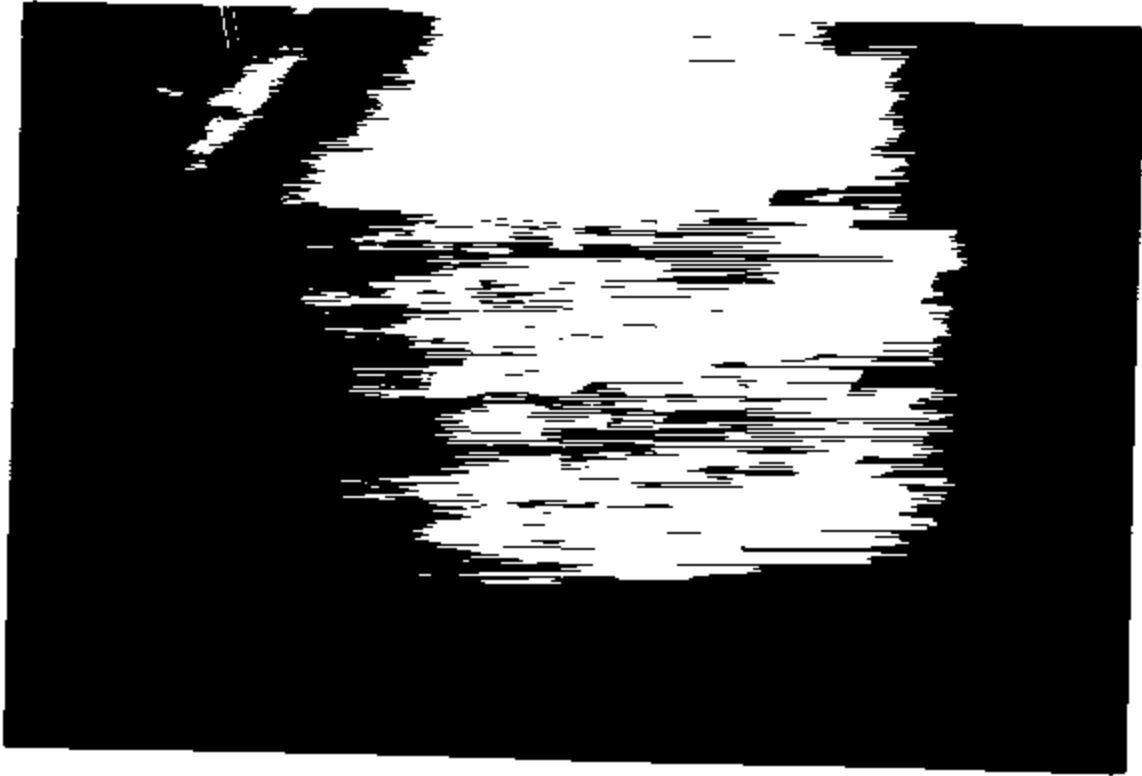
STR 001



4-341
RE:
STALDER
REIS
07/31/03
ROLL #
4 5 6

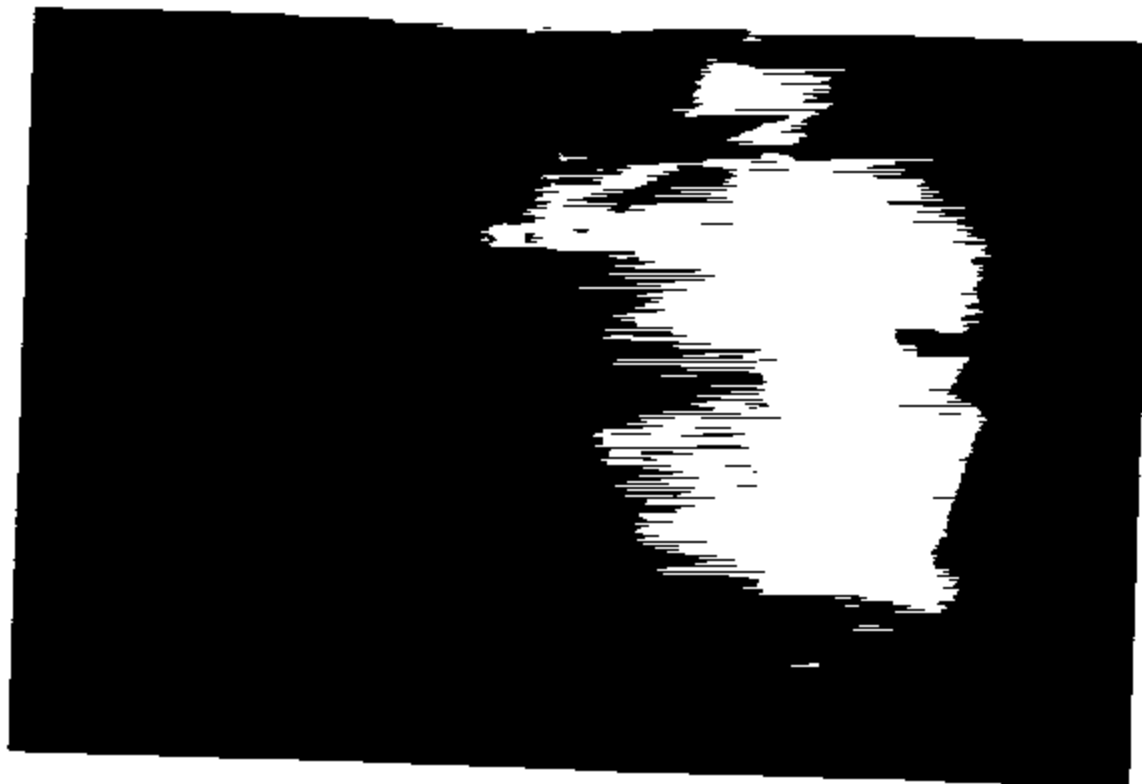


ETA 10'



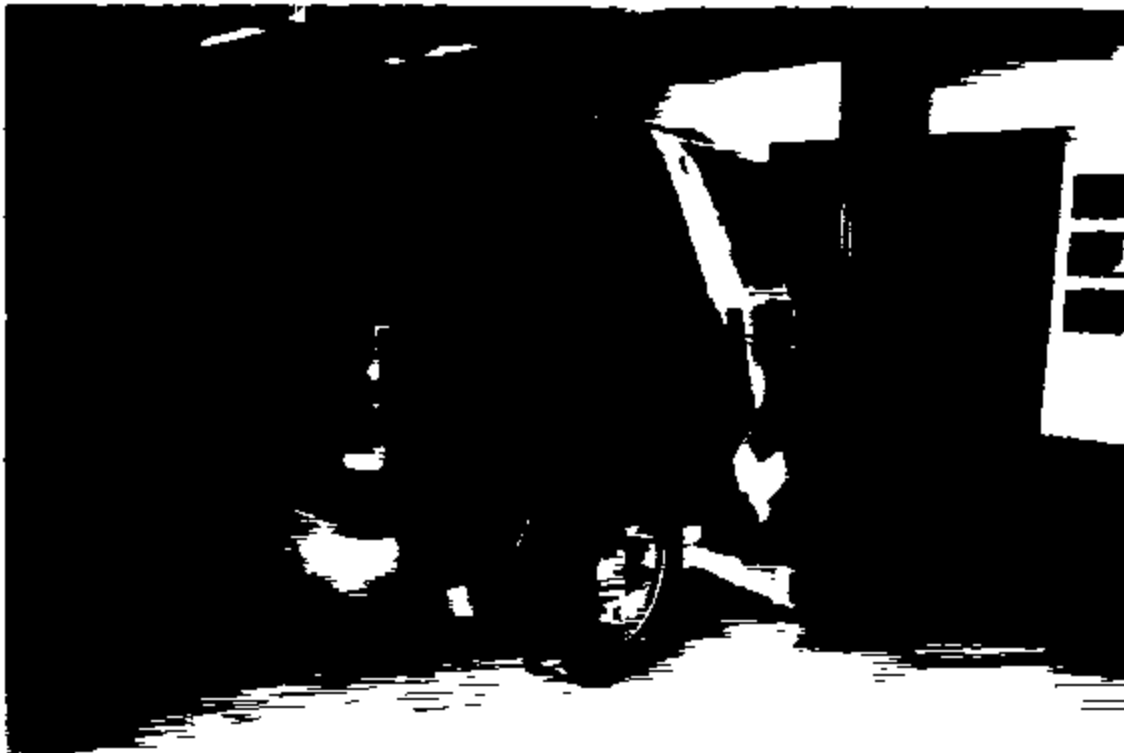
PEB4-078 C 0323

10/28/78



PE24-878 C 8324

27A 11/5

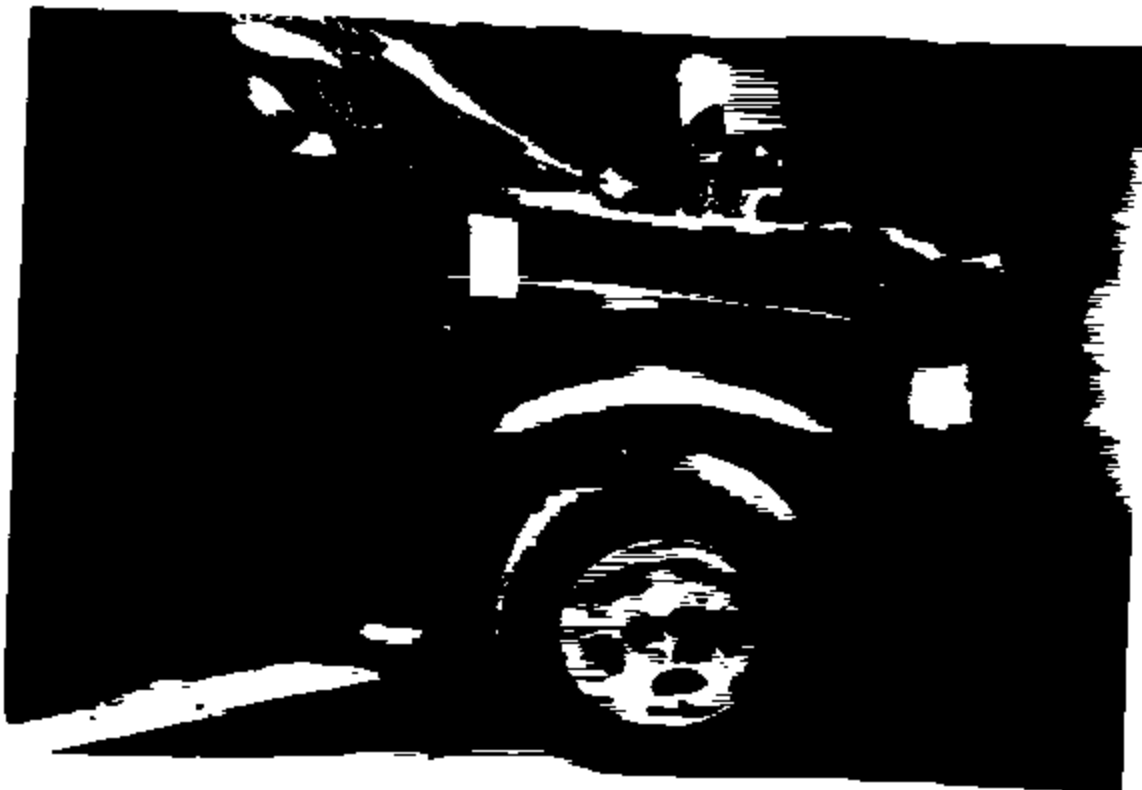


PE84-678 C 8325

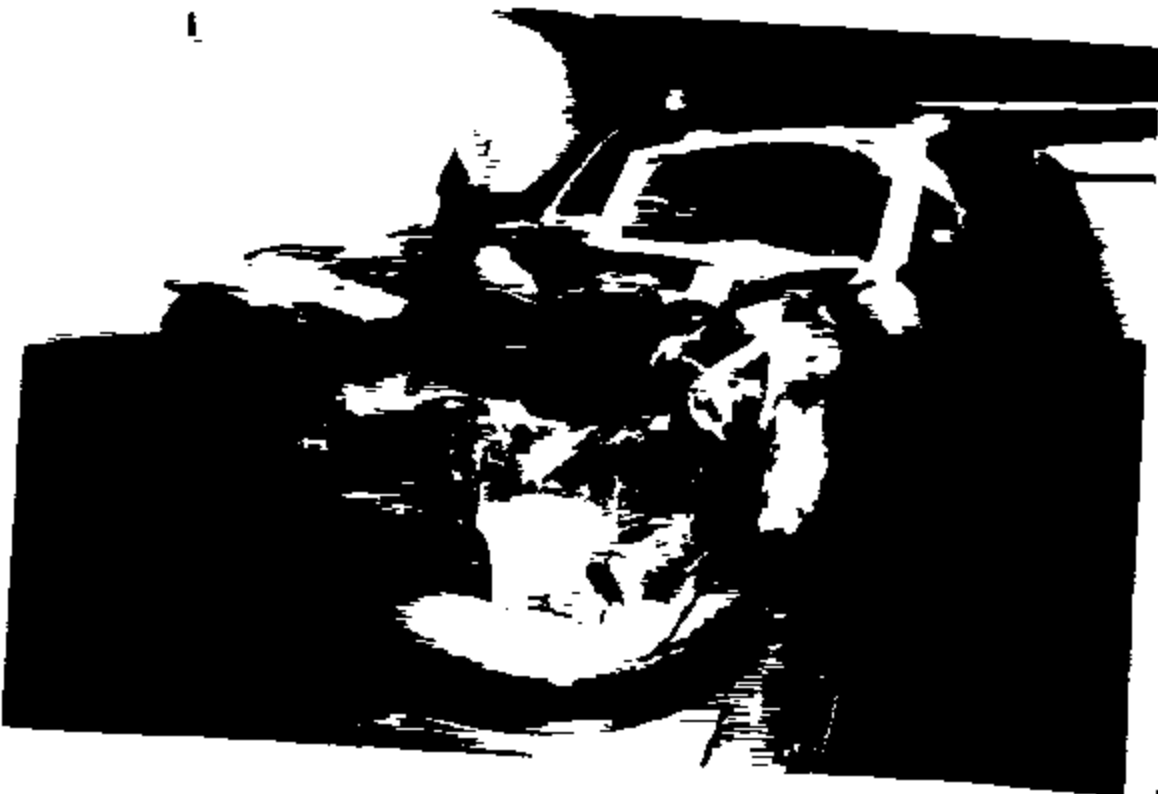


PH-678 C

17



STA (X)-



PE04-078 C 0328





57A 111

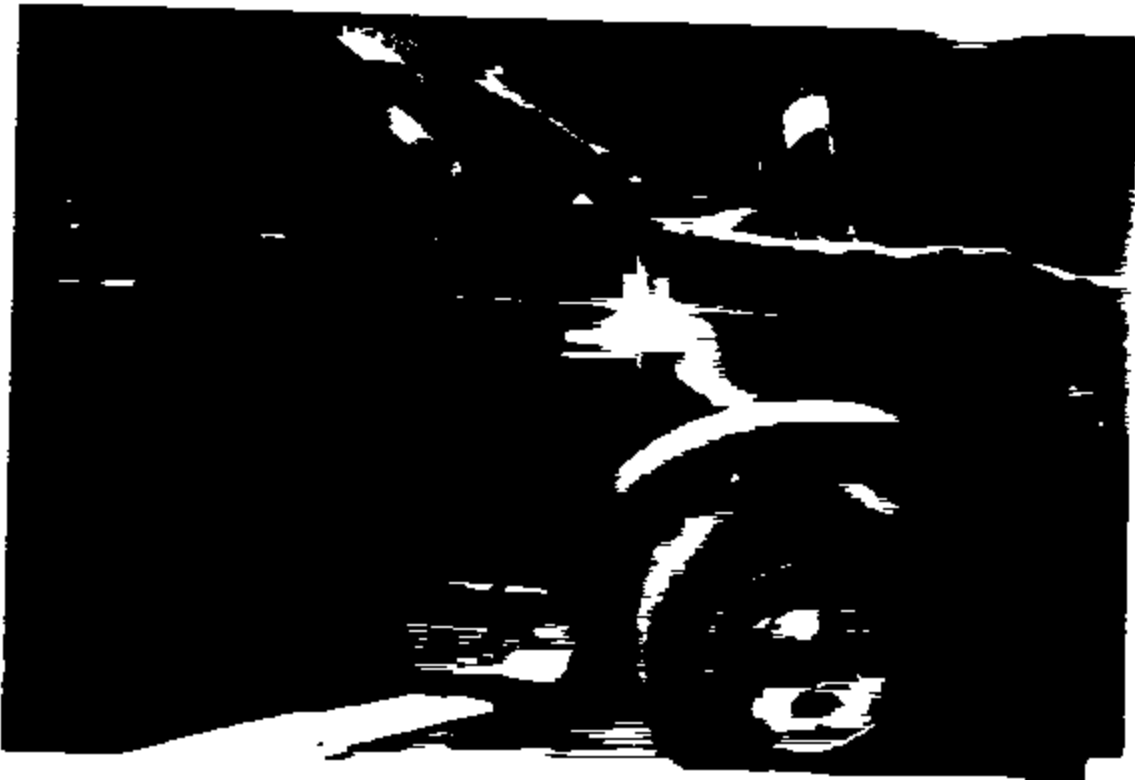
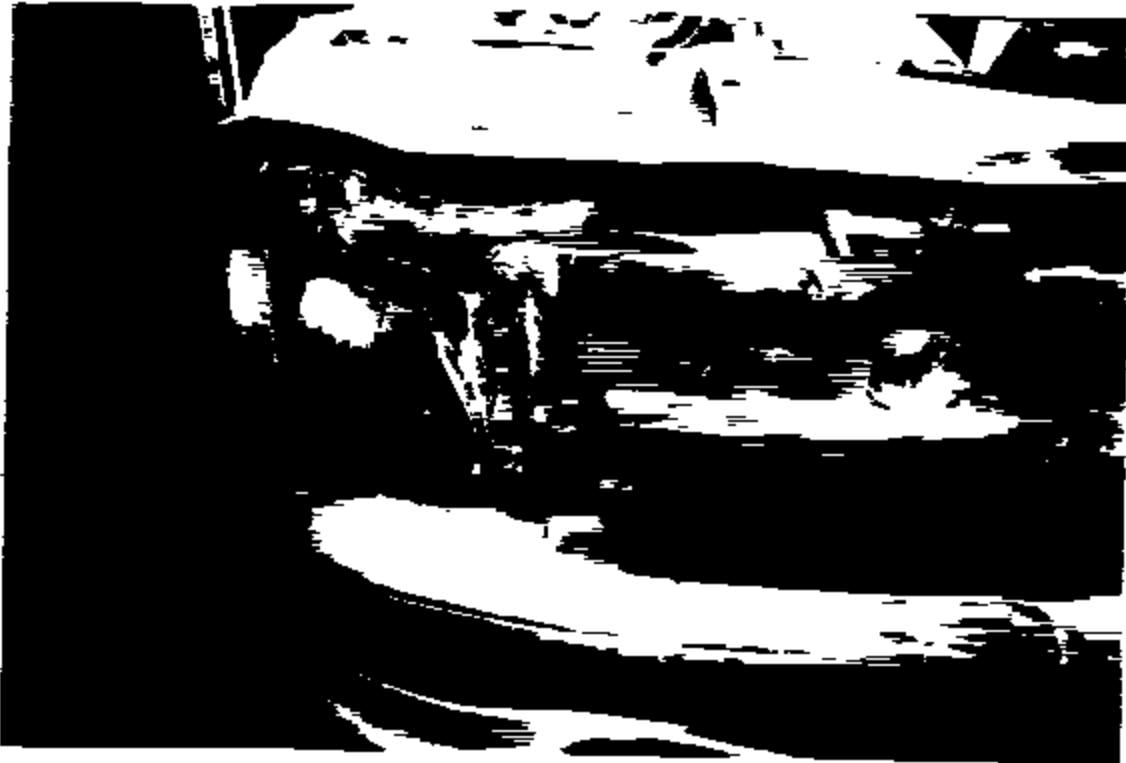
FE54-078 C 0338



70-111

PE64-878 C 8331



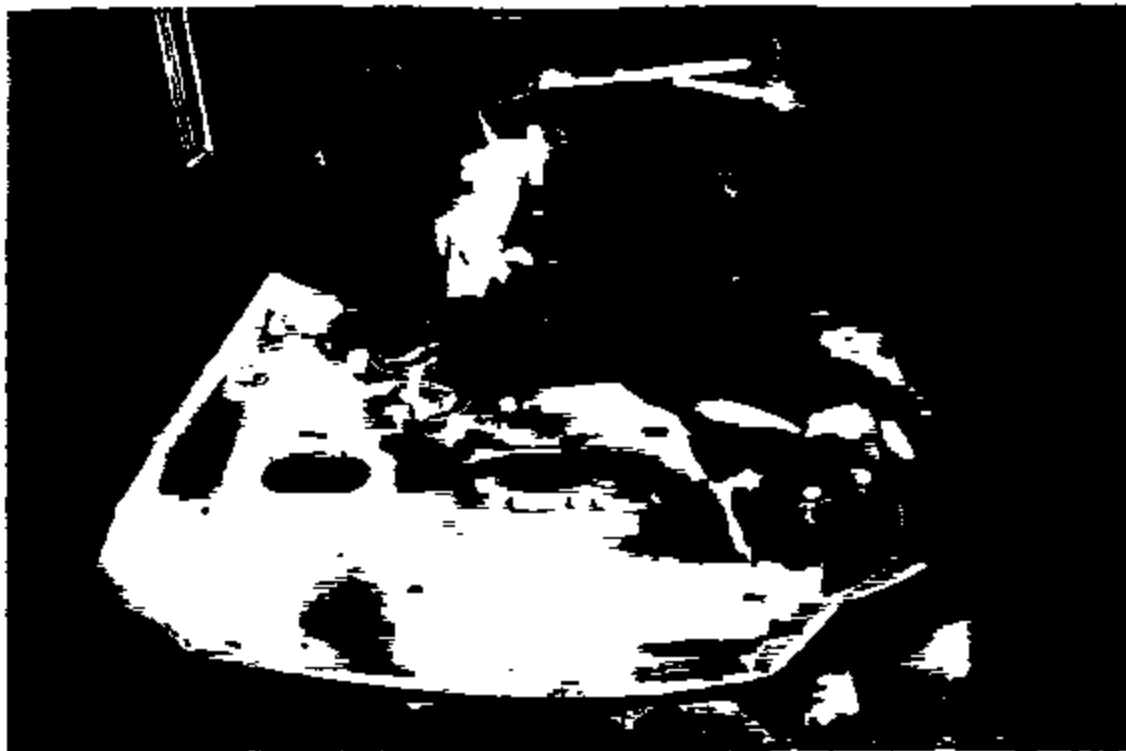


PE84-678 C 8333

STA 101



PE04-078 C 0334



PEB4-876 C 8395

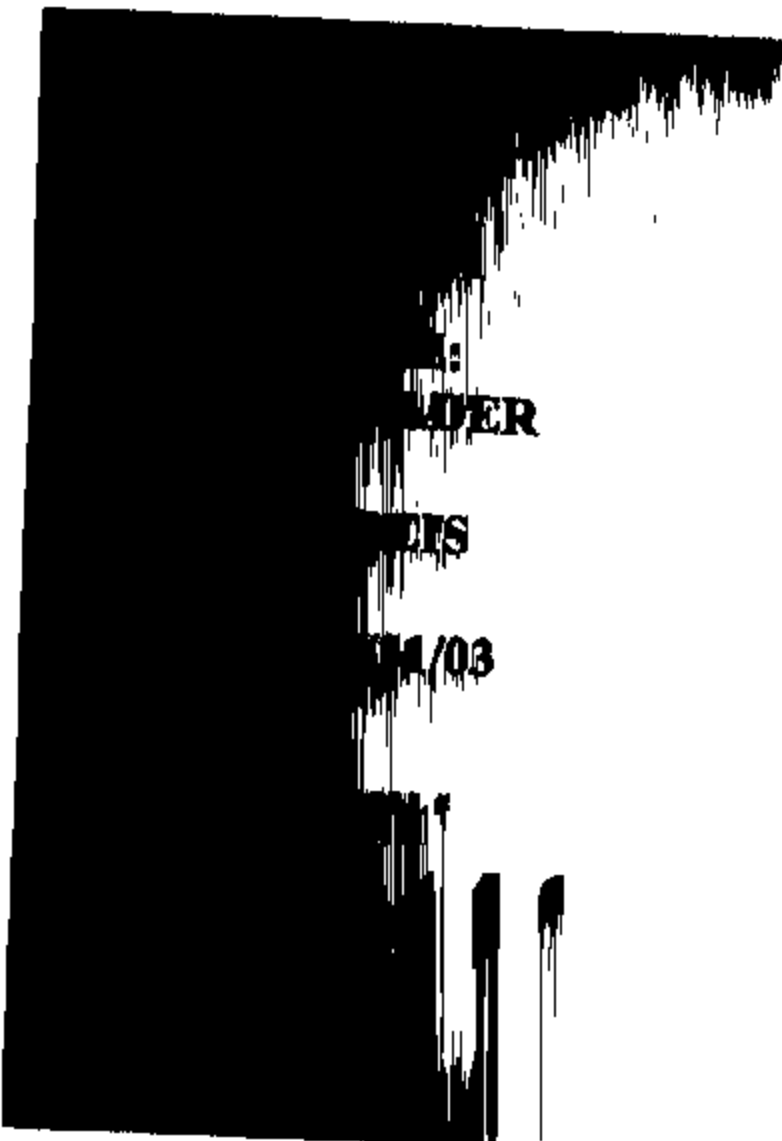
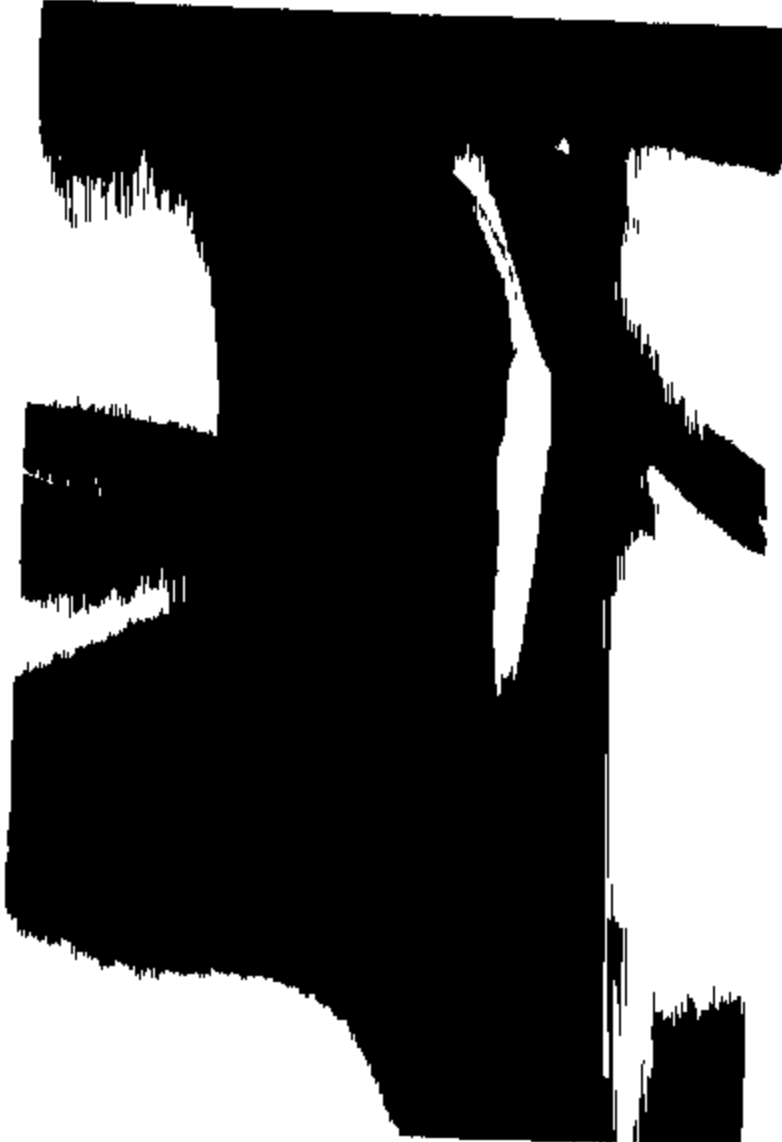
PTA 117



FE04-078 C 0336





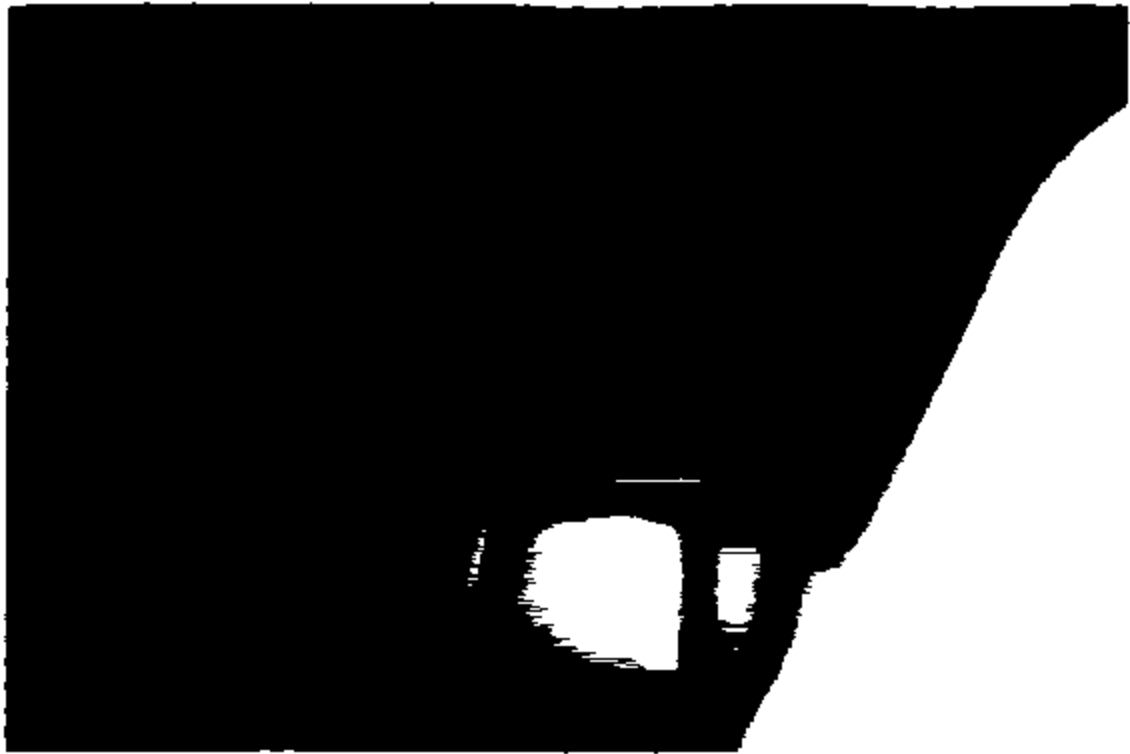


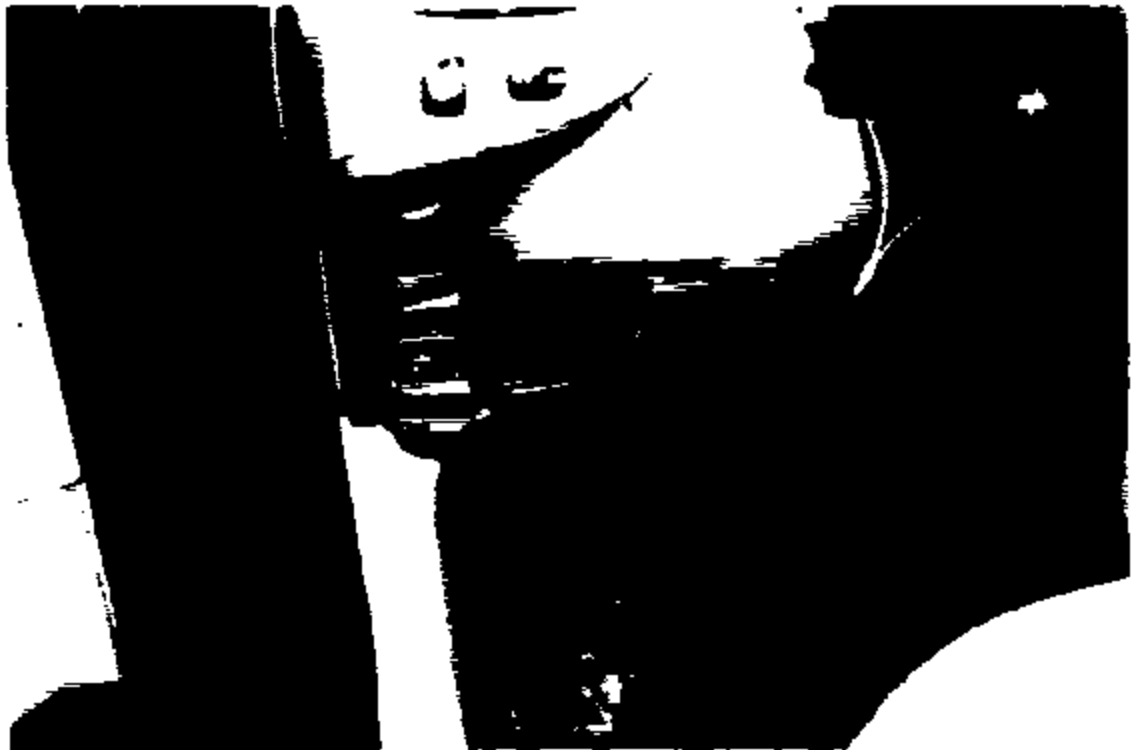
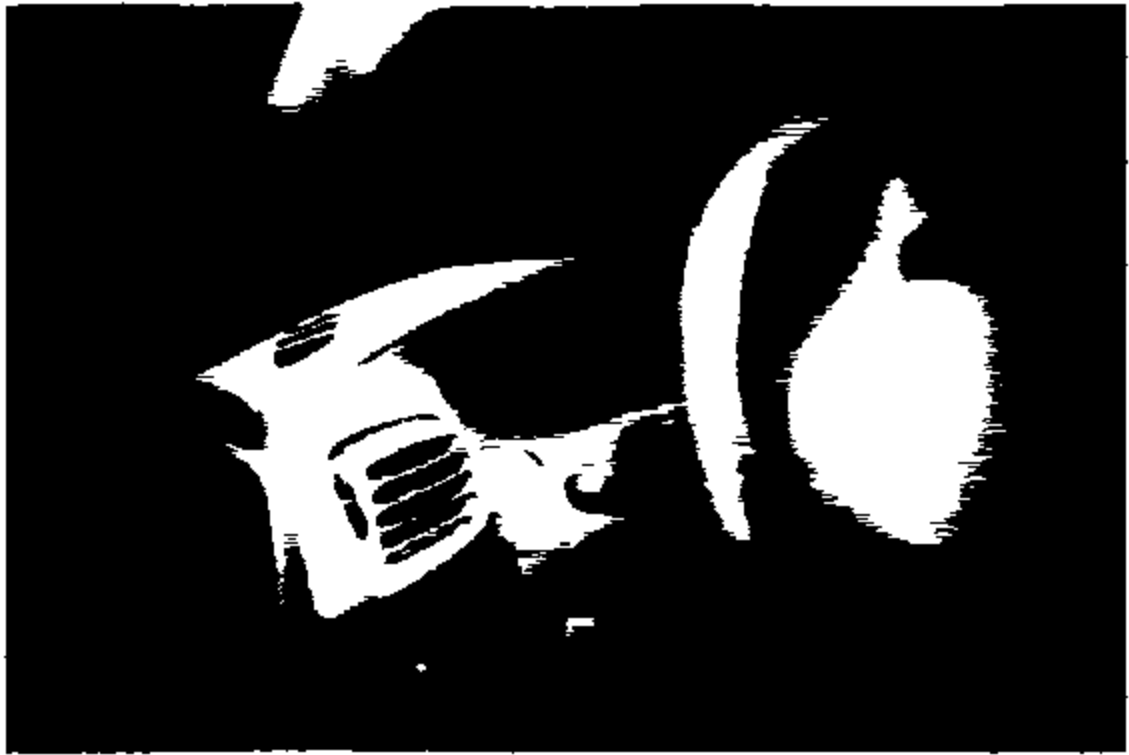
ADER

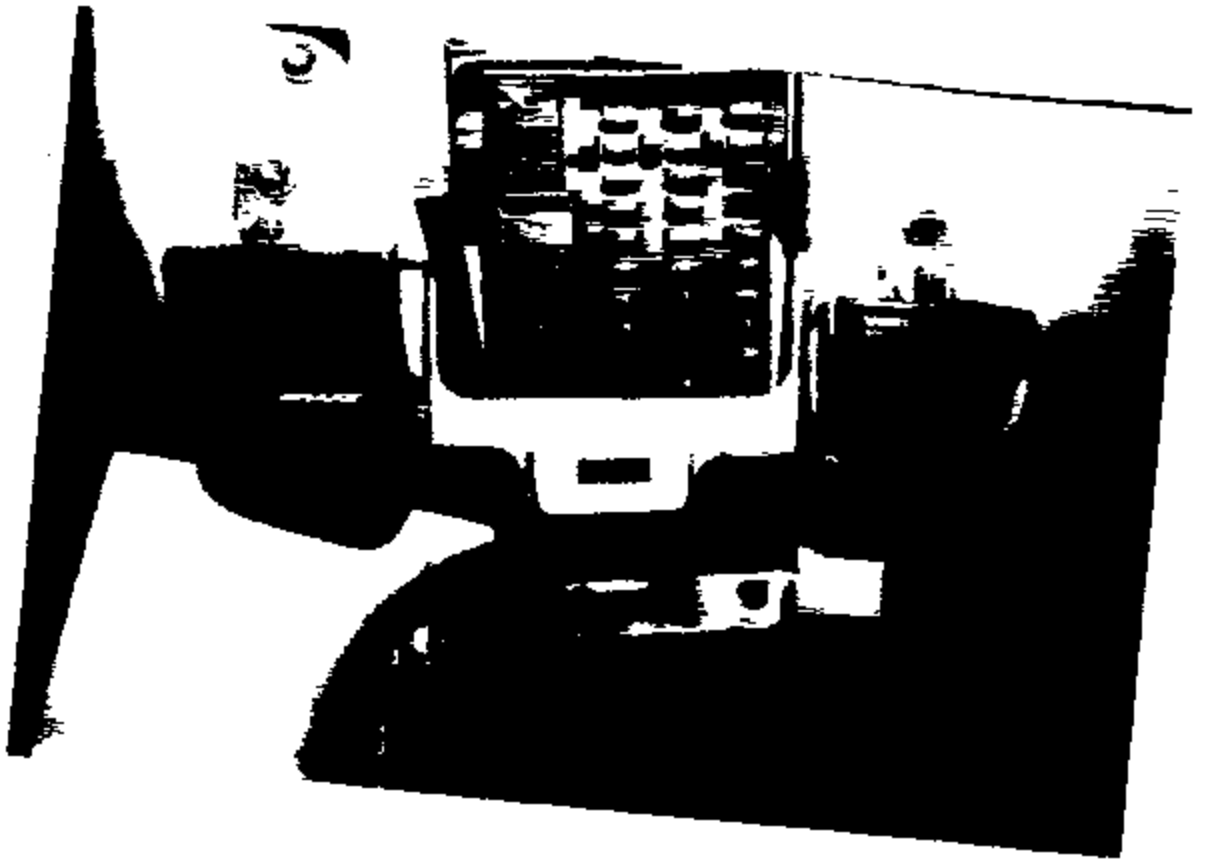
DIS

11/03

472 0 1

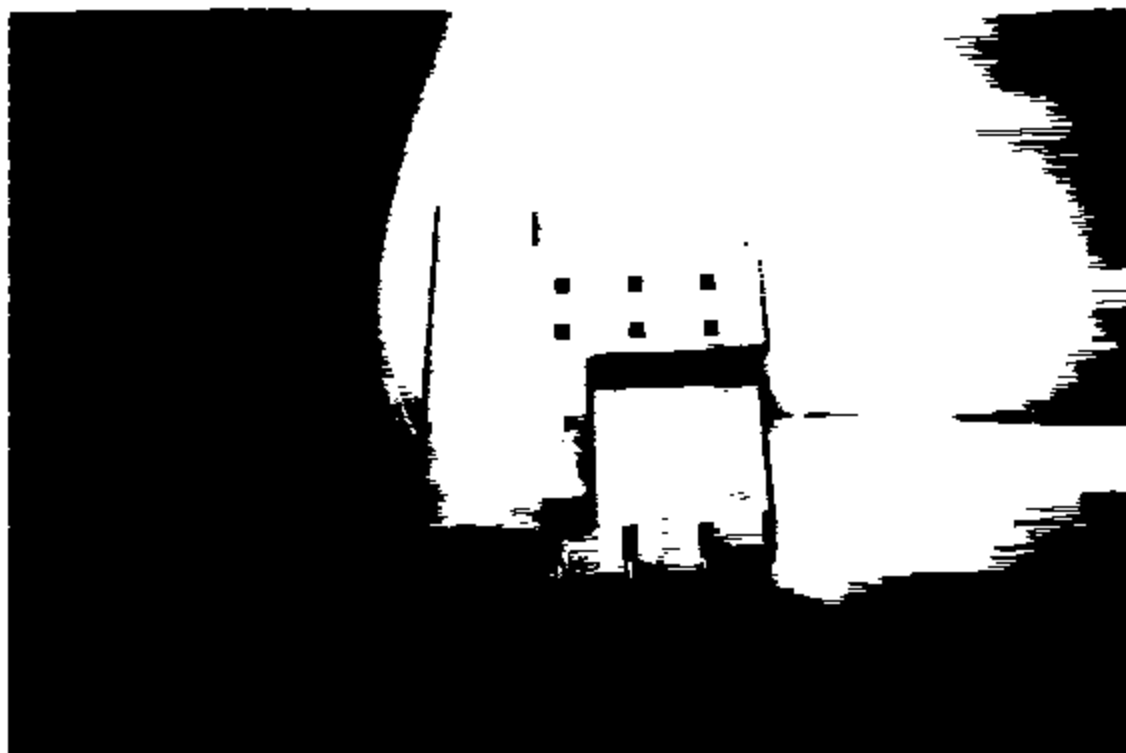








NYA 124



PCDA-078 C 0344

STE 11.







175 11



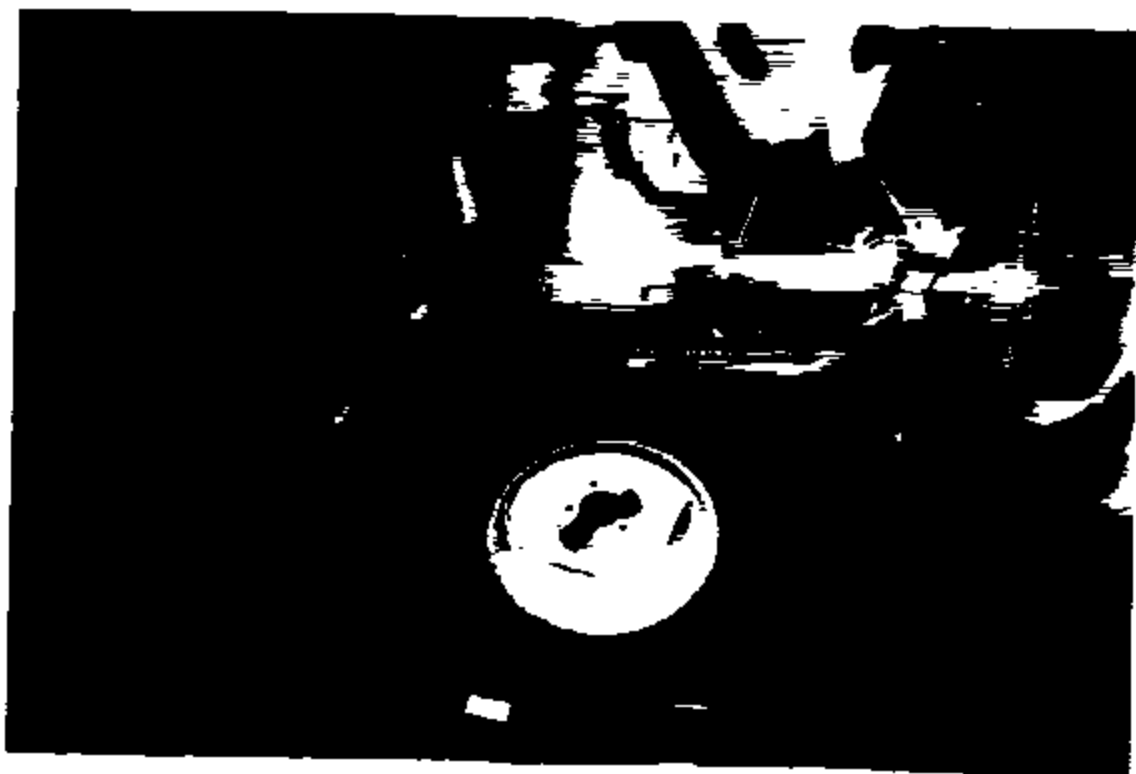
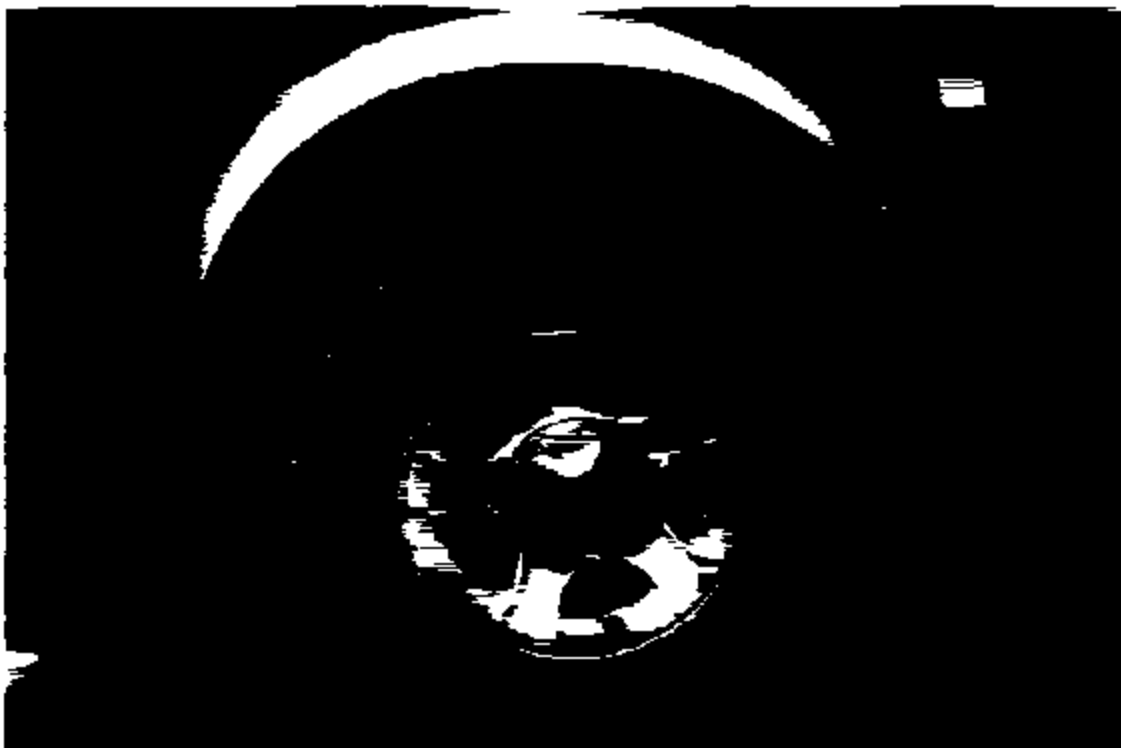


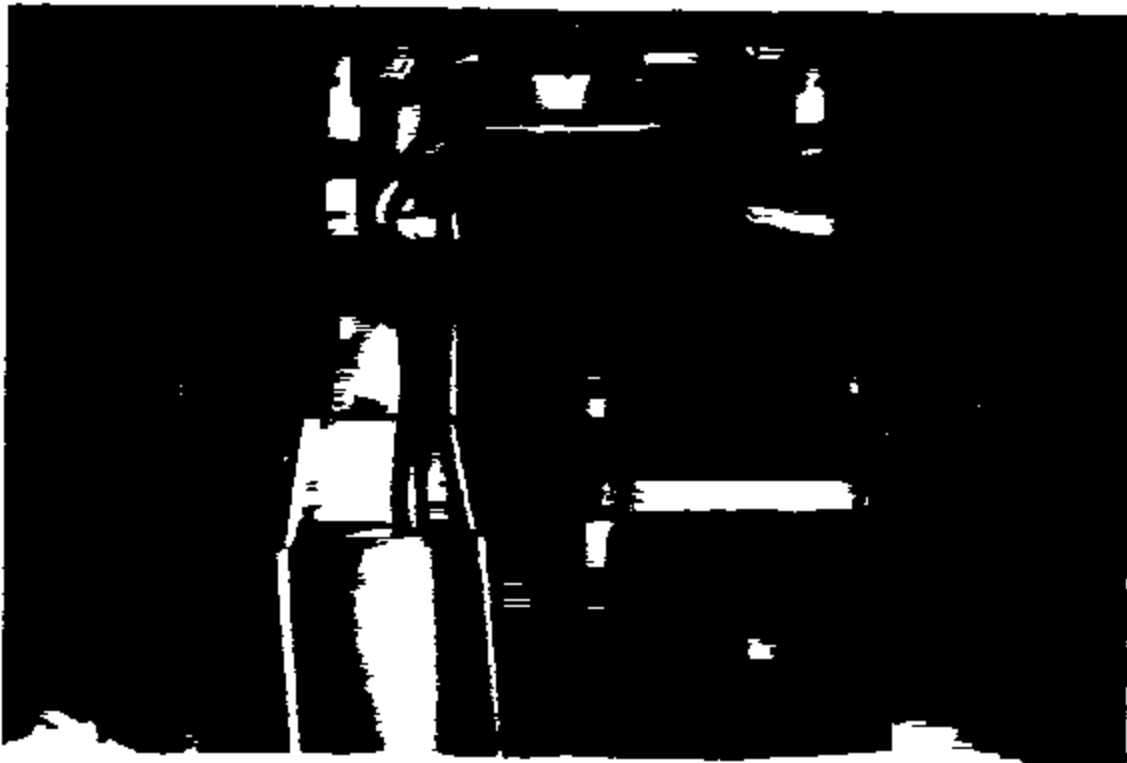




STP 103

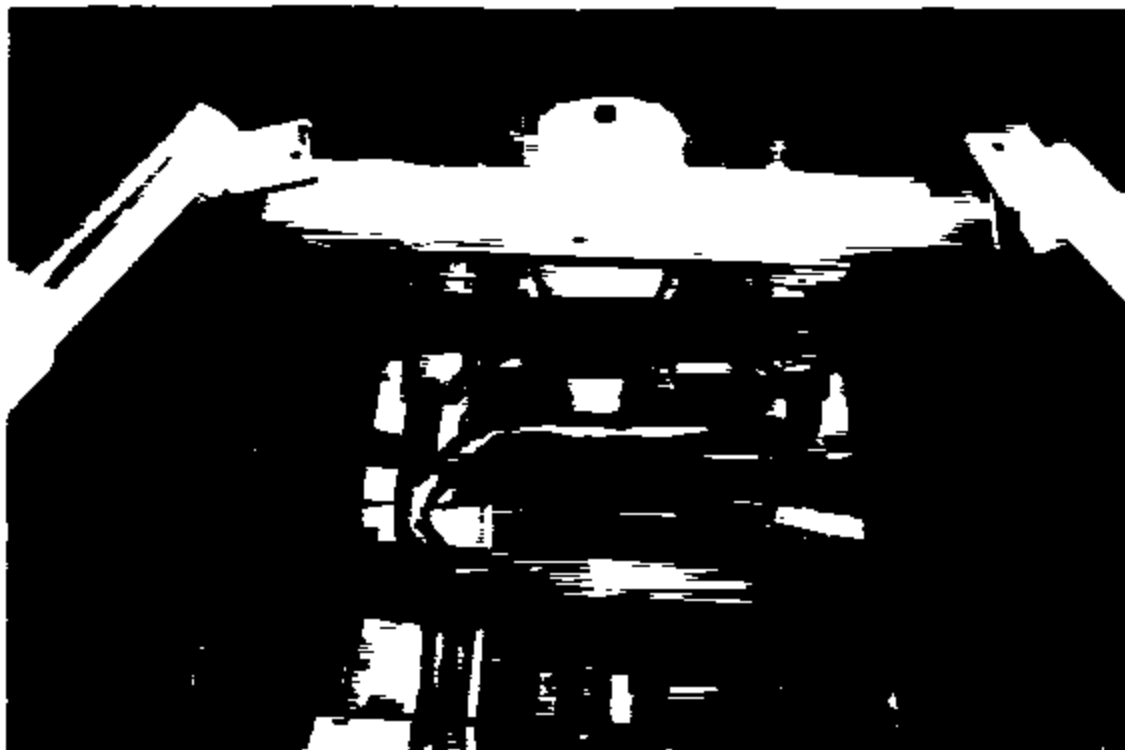
FE04-878 C 8351





STA

FEB4-878 C 6353



007A 112

PE04-878 C 8354



ETA 12 11

FE64-676 C 6389



STAL

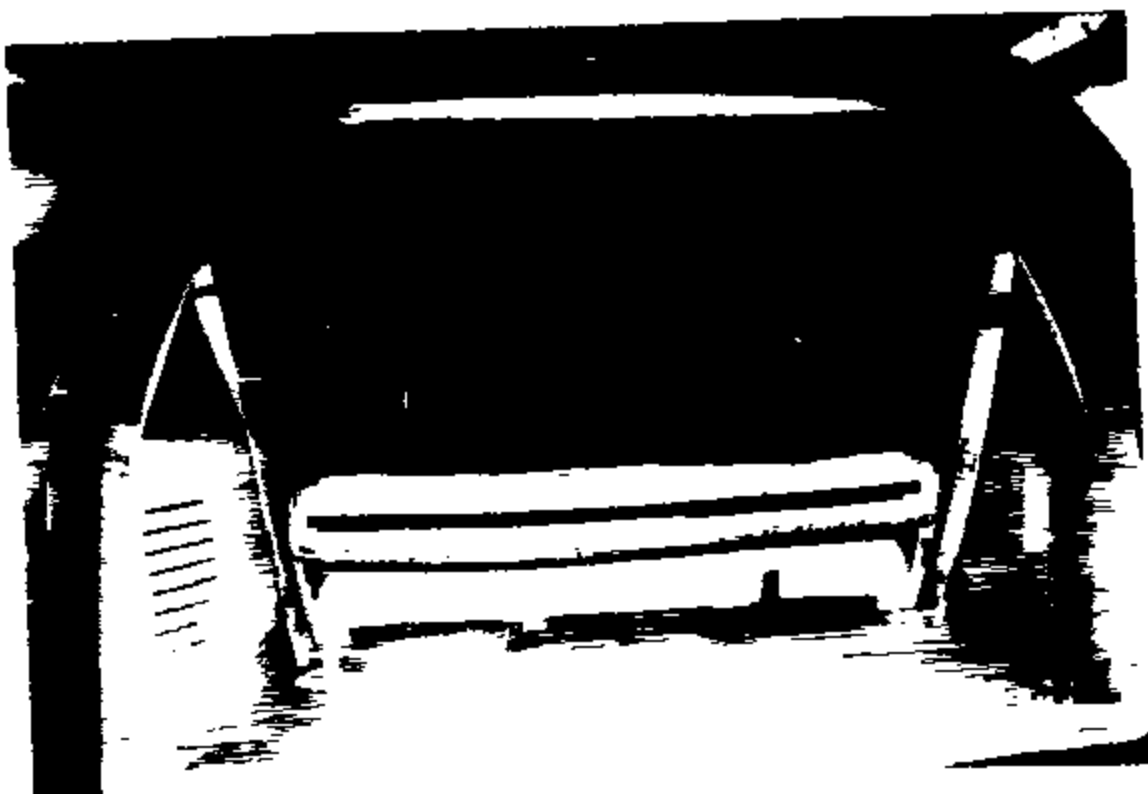
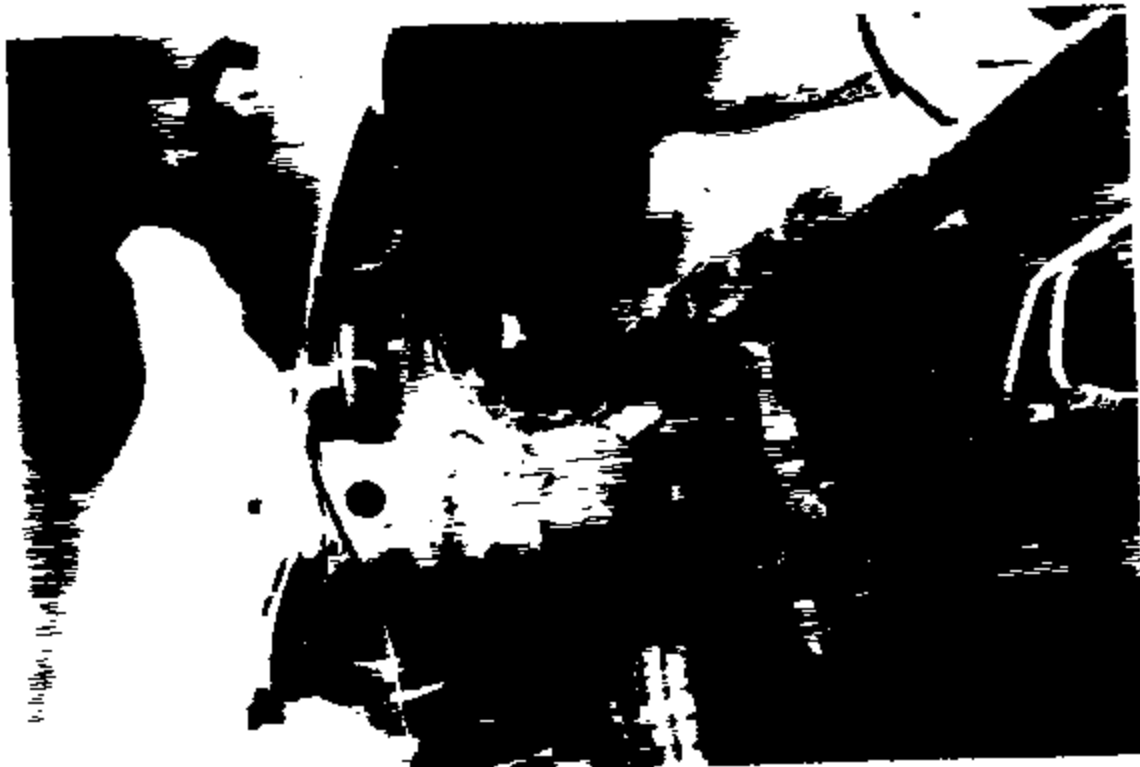
REIS

07/31/02

ROLL #











104





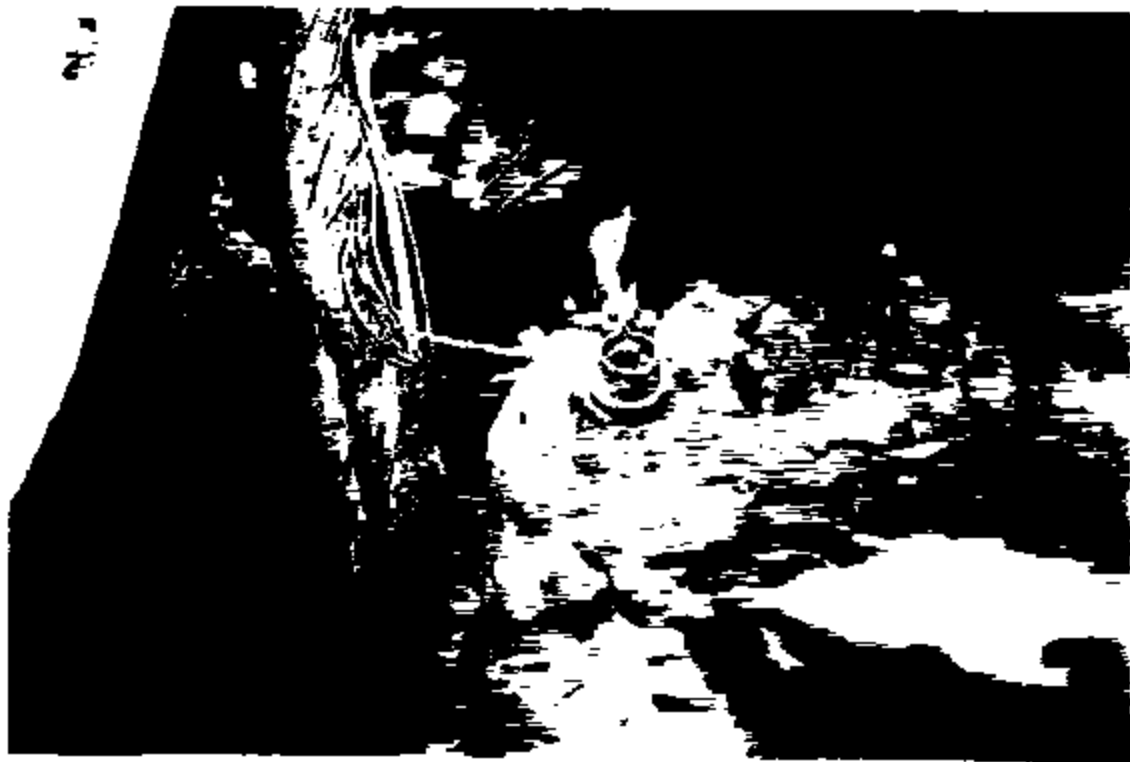
STA 01-

PEBA-878 C 8383





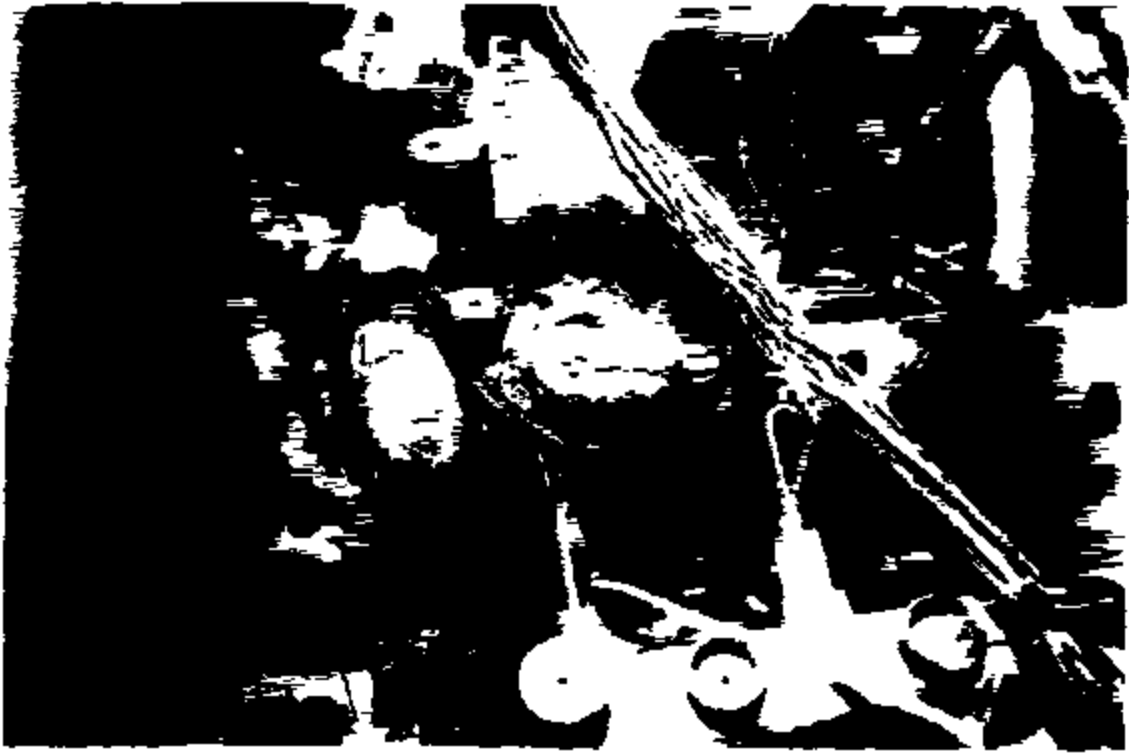
02 1 147

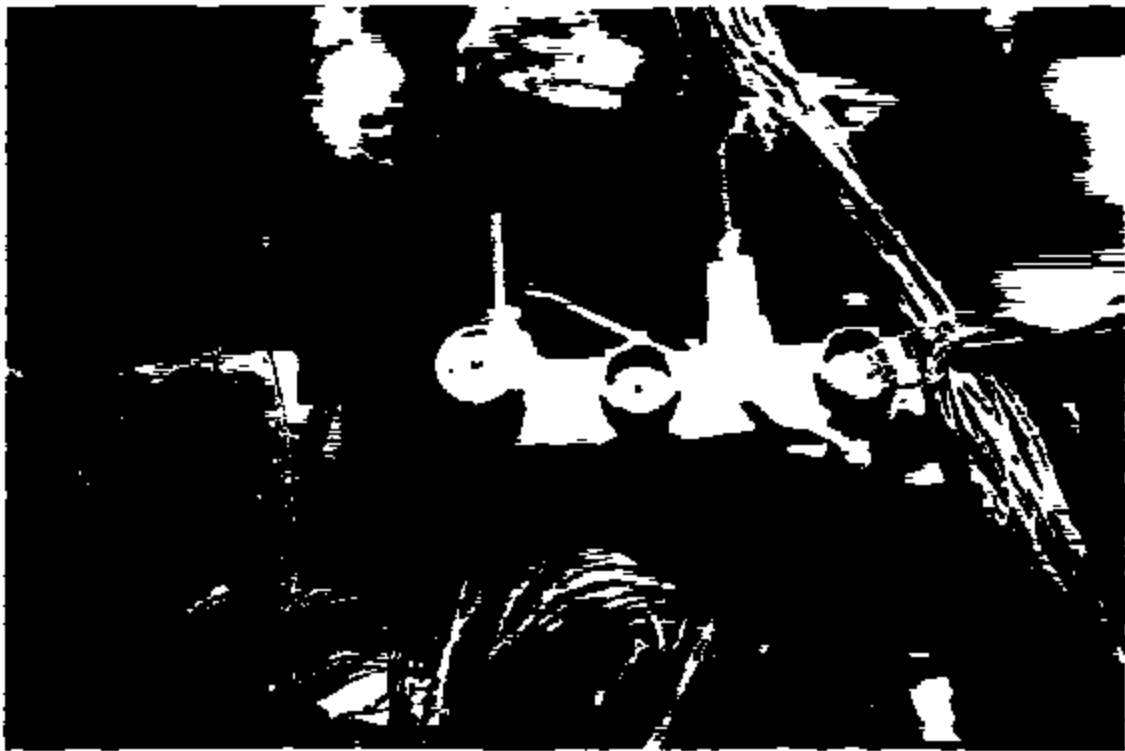




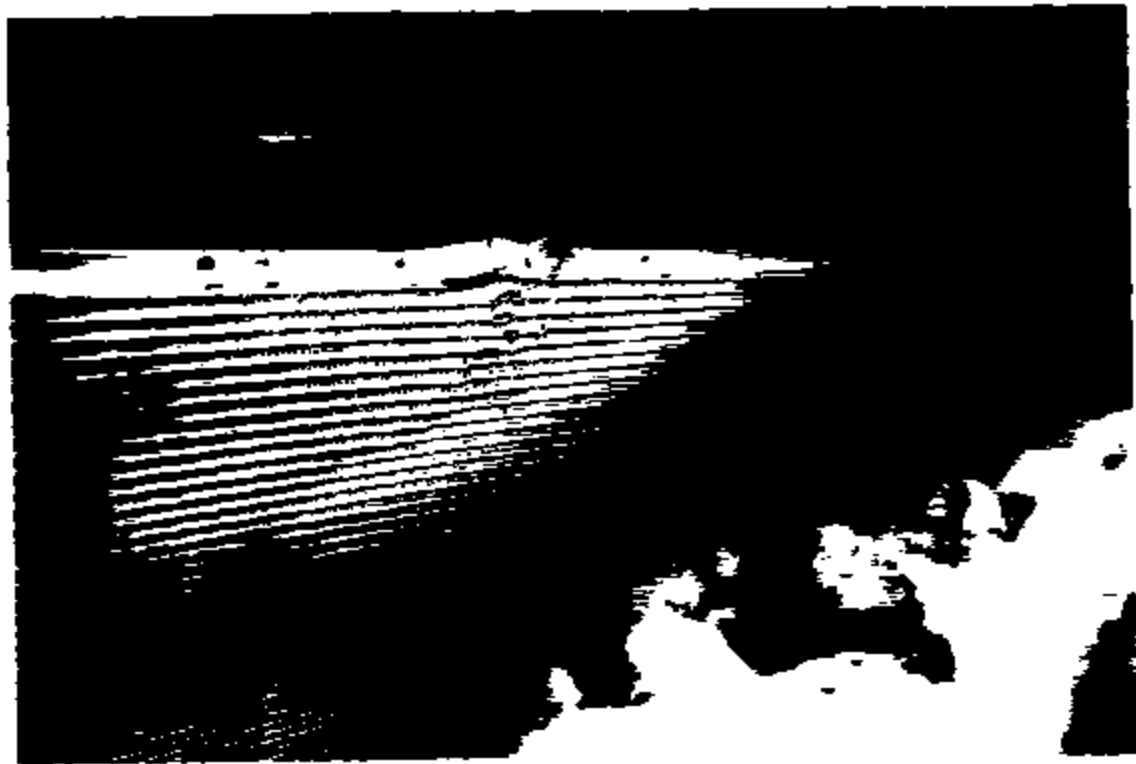
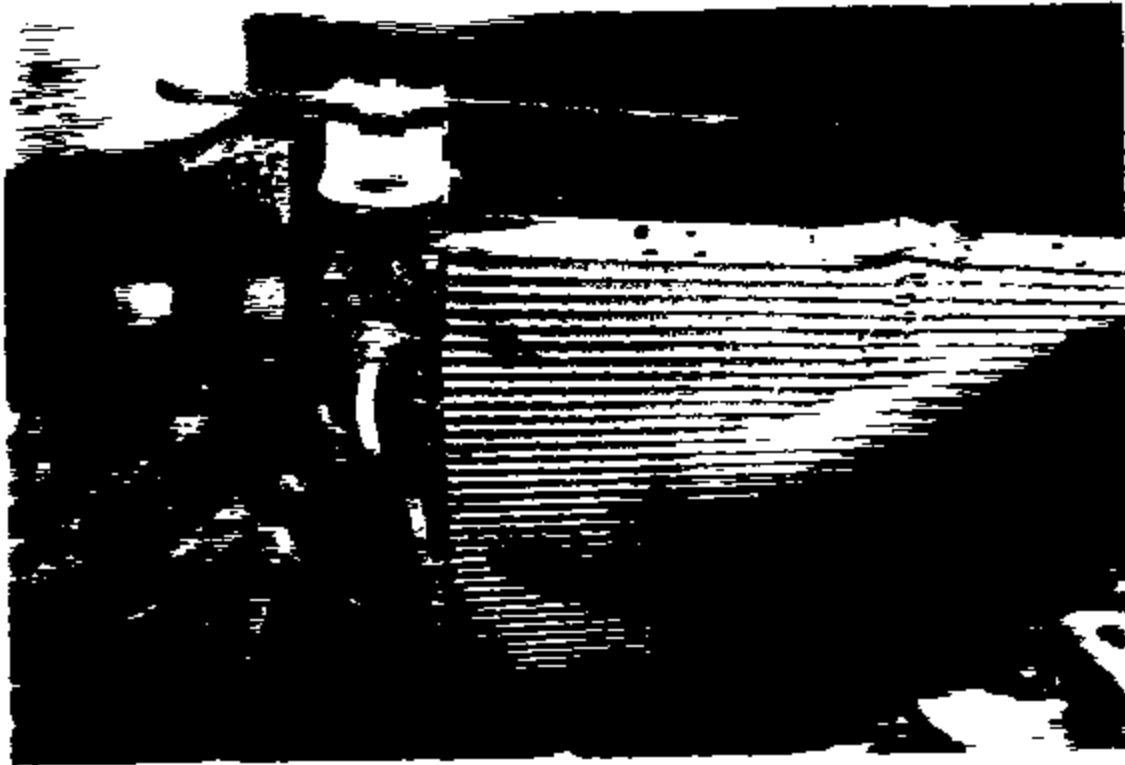
10-11







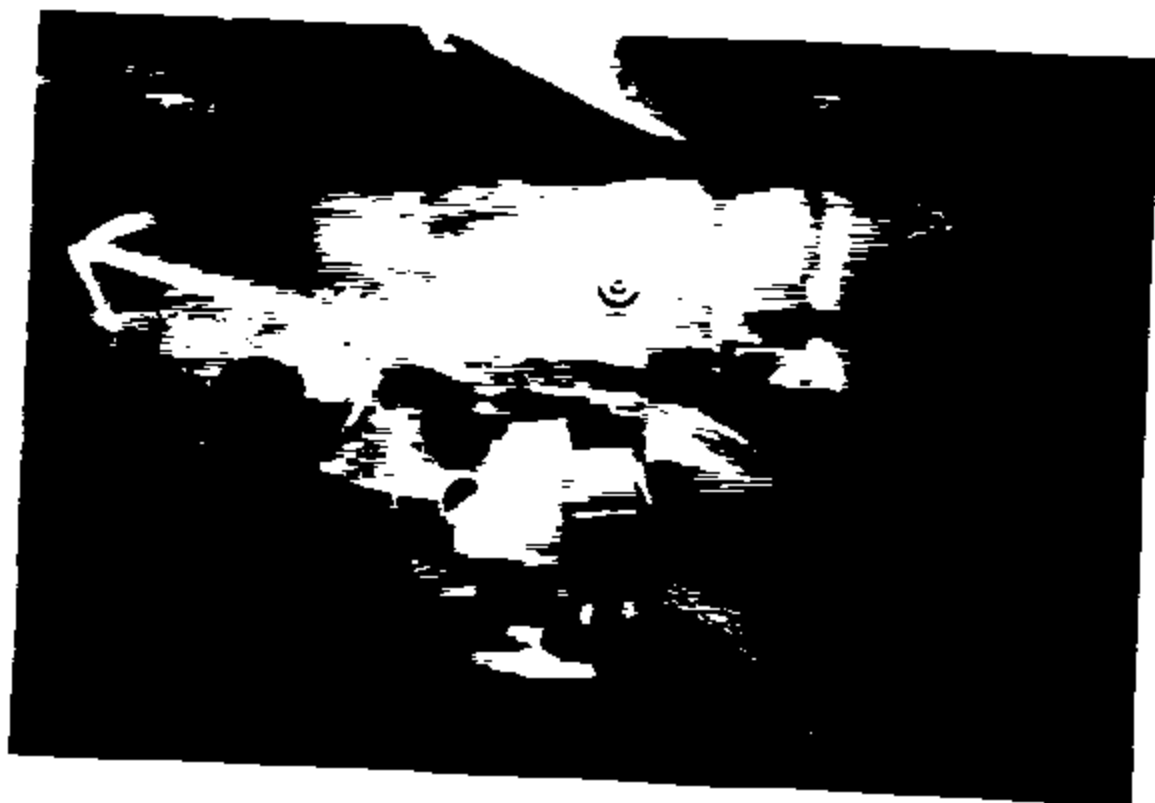
10/11/70



STG 152

FEBA-078 C 8371





STFA 4...



STA 056

FED-078 C 6374



Photo-21
Date Taken: January 29, 2003
East View

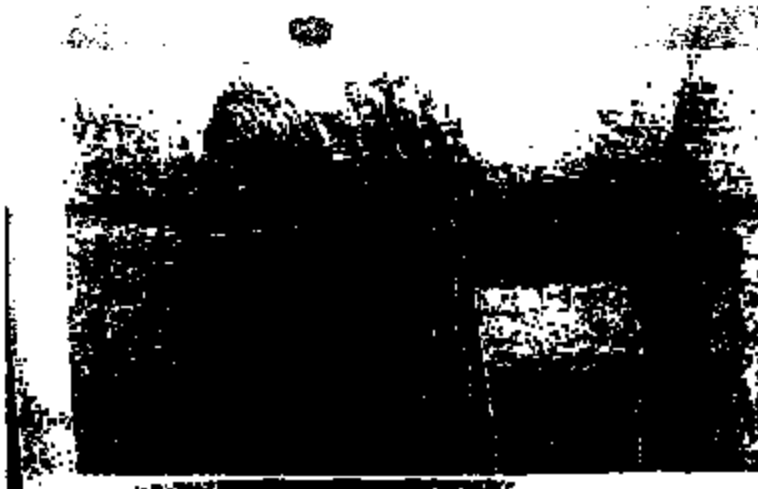


Photo-22
Date Taken: January 29, 2003
East View



Photo-23
Date Taken: January 29, 2003
East View

BZA 056



Photo-4
Date Taken: January 28, 2003
081 image? hallway?



Photo-1
Date Taken: January 28, 2003
where where did happen?

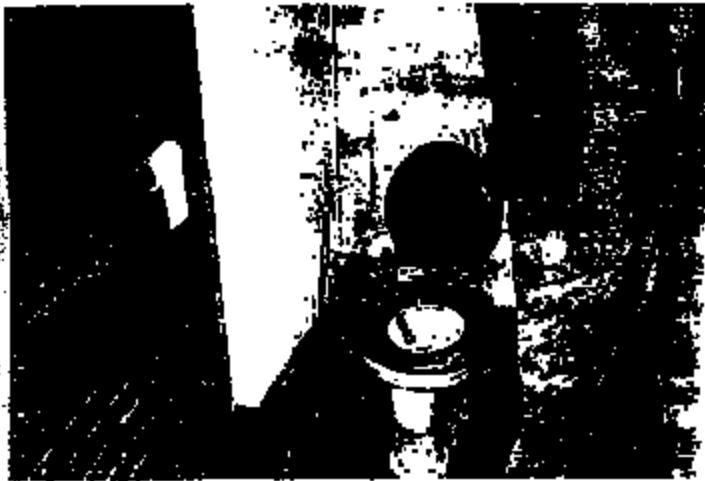


Photo-2
Date Taken: January 28, 2003
water for the toilet, someone used on
the floor?

STA 057

PE84-878 C 0376

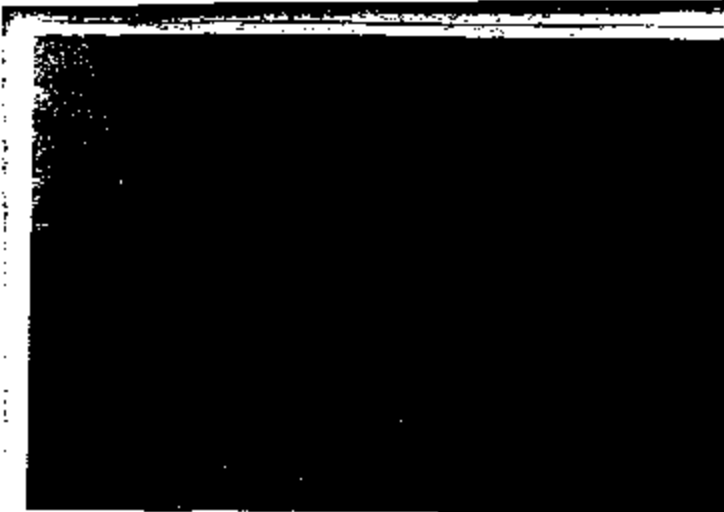


Photo-11
Date Taken: January 29, 2003
Upper Middle



Photo-12
Date Taken: January 29, 2003
Upper Middle



Photo-13
Date Taken: January 29, 2003
Upper Middle

STA 058

PE04-070 C 0377



Photo-9
Date Taken January 28, 2003
no obvious damage to the floor

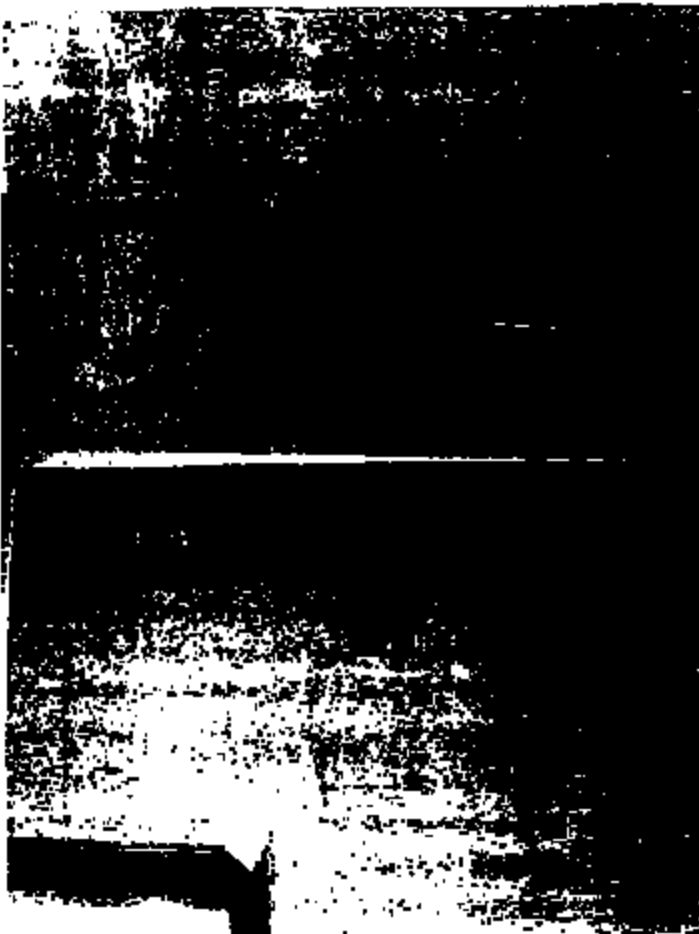


Photo-10
Date Taken January 29, 2003
no obvious damage

Photo-7
Date Taken January 20, 2003
no obvious damage

82A 059

PEB4-878 C 837B

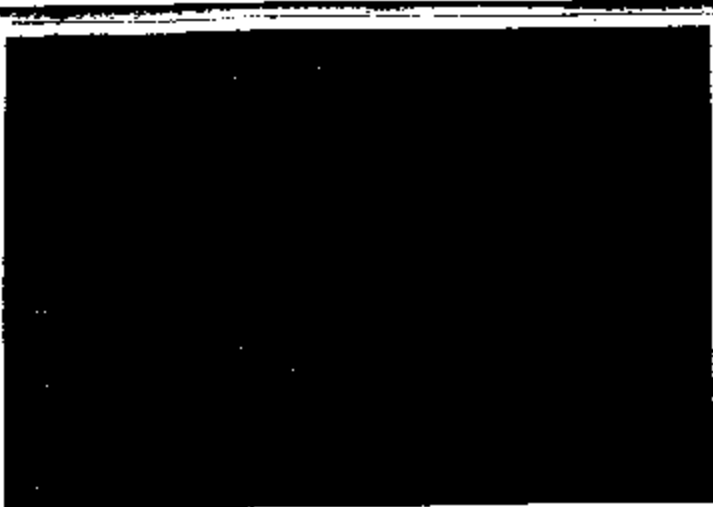


Photo-5
Date Taken: January 29, 2003
Set file path: 047



Photo-6
Date Taken: January 29, 2003
Set file path: 047



Photo-7
Date Taken: January 29, 2003
Set file path: 047

STA 060

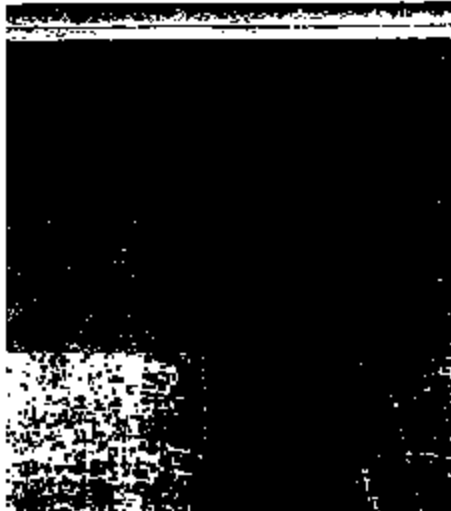


Photo-15
Date Taken: January 28, 2003
second floor - old lounge



Photo-16
Date Taken: January 29, 2003
3rd floor

Photo-13
Date Taken: January 29, 2003
3rd floor - main entrance

STA 061

PE84-878 C 8388



Photo-19
Date Taken: January 29, 2
File No.



Photo-20
Date Taken: January 29, 2
File No.



Photo-18
Date Taken: January 29, 2
File No.

STA 062

PE24-878 C 8381

INCIDENT REPORT
Windsor Park Fire Department

NP 502-1

FILE NO.	INCIDENT NO.	EXP. NO.	MO.	DAY.	YR.	EDT. OF FIRE	ALARM TIME	ARRIVAL TIME	INSURANCE
100007	100007	00	10	24	85	10:00 PM	8	10:24	21-11
TYPE OF INCIDENT FOLLOWS						TYPE OF ACTION TAKEN		MUTUAL AID	
Vehicle fire						21 - 21		1	
FIRE PROPERTY USE						SERVICE FACTOR			
One-family detached house						477		None	
ADDRESS						CROSS STREET			
[REDACTED]						[REDACTED]		[REDACTED]	
OCCUPANT NAME						NOC. CL. OPT.			
[REDACTED]						[REDACTED]		[REDACTED]	
OWNER NAME						ADDRESS		TELEPHONE	
[REDACTED]						[REDACTED]		[REDACTED]	
METHOD OF ALARM PROMPTED						EL. INSPECTOR DIST.		SHIFT	
Telephone 21-11 to fire dept.						7		6	
MUTUAL AID SERVICE PROVIDED						NO. ALARM APPARATUS		NO. OTHER VEHICLES	
RESPONDERS						RESPONDERS		RESPONDERS	
34						2		1	
NUMBER OF INJURED						NUMBER OF PRIORITIES			
FIRE SERVICE						FIRE SERVICE			
0						0		0	
OTHER						OTHER			
0						0		0	
COMPLEX						MOBILE PROPERTY TYPE			
Description (1-3 levels)						[REDACTED]		[REDACTED]	
ADDRESS OF FIRE ORIGIN						APPROXIMATE INVOLVED IN INCIDENT			
[REDACTED]						[REDACTED]		[REDACTED]	
TYPE OF HEAT SENSATION						TYPE OF MATERIAL BURNED		FORM OF MATERIAL BURNED	
In space filled						[REDACTED]		[REDACTED]	
METHOD OF EXTINGUISHMENT						LIMIT OF FIRE GROWTH		ESTIMATED LOSS (DOLLARS ONLY)	
Fire extinguisher						Grade 2a 8 foot		24,000	
REASON OF STORES						CONSTRUCTION TYPE			
1 story						Protected ordinary			
EXTENT OF FLAME DAMAGE						EXTENT OF SMOKE DAMAGE			
Confined to shell of article						Confined to shell of article			
EXTENSION PERFORMANCE						OPERATOR PERFORMANCE			
Peak F. Smoke 5 ft. contained						No smoke spread to adjoining			
F. SPREAD BEYOND ROOM OR CORRIDOR						TYPE OF MATERIAL, OPERATING MOUNT, GRADE		GRADE OF SMOKE TRAILS	
[REDACTED]						[REDACTED]		[REDACTED]	
FORM OF MATERIAL, RESISTIVE MOUNT, GRADE						FORM OF MATERIAL, RESISTIVE MOUNT, GRADE			
[REDACTED]						[REDACTED]			
IF MOBILE PROPERTY		YEAR	MAKE	MODEL	SEAL NO.	SEAL NO.	SEAL NO.	SEAL NO.	SEAL NO.
IF EQUIPMENT INVOLVED IN INCIDENT		YEAR	MAKE	MODEL	SEAL NO.	SEAL NO.	SEAL NO.	SEAL NO.	SEAL NO.
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OFFICER IN CHARGE (NAME, POSITION, ADDRESS)								DATE	
Station Chief James J. Woodson								10/24/85	
MEMBER WHOSE REPORT OF INCIDENT FROM ABOVE								DATE	
Lieutenant - Wade Craig A. Reynolds								10/24/85	

81A 063

PE84-878 C 8382

NOTE:

Automobile inside structure on fire. Fireman entry made through steel side service door. Auto fully involved, extinguished with 1 3/4" hose line. Fire damage confined to auto, severe heat damage to objects in garage. Smoke evacuated from residence using PPM. State Fire Marshal called to advise. He determined fire was accidental due to mechanical failure. Auto towed from garage by L. J. Towing.

STA 064

FE84-878 C 8383

May 19, 2003

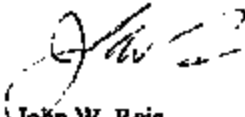
Page 2

On the evening of the fire, the fire department had the vehicle towed away from the scene by Links Automotive, Inc., where the vehicle stayed until October 28, 2002, at which point it was removed to Copart Auto Auctions, 307 East Landstreet Road, Orlando, Florida 32824-7826, phone: 407-888-2424, reference no.: Lot No. 8356172.

This letter is intended to place Ford Motor Company on notice of a potential claim against it for recovery of the damages paid on this loss. We have tentatively scheduled the vehicle to be moved from the Copart facility on Tuesday, May 27, 2003 to another facility, possibly in Georgia. You are invited to be there to inspect the vehicle at that time. This date may change, so please have someone contact me as soon as possible to coordinate the date and time.

Sincerely,

COZEN O'CONNOR



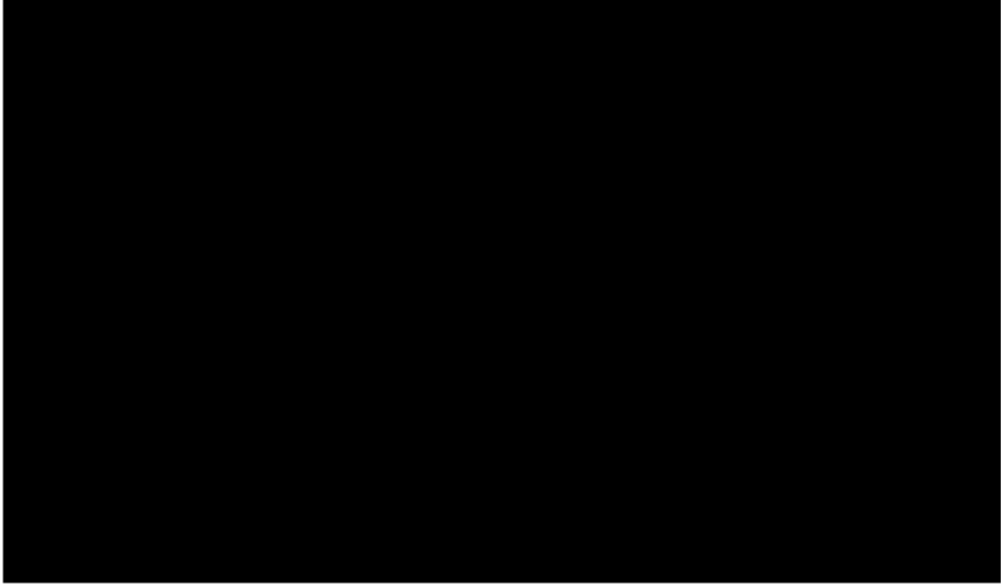
By: John W. Reis

JWR/cgs

cc: Ms. Lisa Knight, Safeco

CHARLOTTE67356A1 099994.000

PE04-878 C 0385



TO BE SERVED BY
JERRY LOBIN

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

[REDACTED]
PLAINTIFF

2004A9574-7

V.

CIVIL ACTION NO:

FORD MOTOR COMPANY INC.,

DEFENDANTS.

COBB COUNTY GA
FILED IN OFFICE
2004 OCT 28 PM 2:16
James Graham
STATE COURT CLERK

COMPLAINT FOR DAMAGES

Comes now the Plaintiffs and shows this Honorable Court the following:

1.

Defendant Ford Motor Company is subject to the jurisdiction and venue of this court and can be served as a Foreign Corporation on the Chief Executive Officer, Chief Financial Officer, or Secretary at Corporation Process Company, 180 Cherokee Street, Marietta, GA 30060 pursuant to O.C.G.A. §19-11-4(d)(1).

2.

On or before December 11, 2003 Defendant Ford Motor Company installed a defective brake pressure switch in Plaintiff's insured's vehicle, which caught on fire, so as to be the proximate cause of property damage in the amount of \$4014.61.

3.

This paragraph constitutes written notice that Plaintiffs shall be entitled to receive interest on the claimed sum from Defendant if Defendant fails to pay the claimed sum within thirty (30) days from receipt of this notice unless, upon the trial of this case, the judgment is for an amount less than the sum claimed. This notice is being given pursuant to O.C.G.A. 51-12-14, Unliquidated Damages Interest Act.

The interest shall be at the legal rate and shall begin to run from the thirtieth day following the date of service of this notice until the date of judgment.

4.

Plaintiffs are entitled to recover one third (1/3) attorney's fees pursuant to O.C.G.A. 13-6-

FD-4-875 C 8387

04-3983

It on the grounds that the Defendant has been stubbornly litigious and has caused Plaintiffs unnecessary trouble and expense by forcing Plaintiffs into the courts when no "bona fide controversy" exists.

WHEREFORE, Plaintiffs respectfully demands judgment against Defendant for the principal amount set forth above, prejudgment interest and attorney fees and that a writ of Fieri Facias issue.

PLAINTIFF'S FIRST DISCOVERY REQUESTS TO DEFENDANTS:

Now comes Plaintiffs in the above-styled matter, and files these Requests for Discovery on Defendants pursuant to O.C.G.A. §§ 9-11-33, 9-11-34 and 9-11-36. The Defendants are required to respond to these requests in writing within the time period provided by law and to serve a copy of said responses upon Plaintiff's counsel Mary A. Miller, 5555 Oakbrook Pkwy Suite 670, Norcross GA 30093.

INTERROGATORIES

1. If you have been involved in any other lawsuits involving damages (property or other) stemming from a defective brake pressure switch, identify each and every lawsuits and the results of the lawsuits.
2. Identify each insurance company, including excess carriers and umbrella coverages, which might be liable to satisfy all or part of any judgment which may be entered in this action, and for each insurer give the following information:
 - (a) Name and address of company;
 - (b) Limits of liability coverage;
 - (c) Policy number; and
 - (d) Name of insured.
3. What are the names, addresses, home telephone numbers, places of employment and present whereabouts of all witnesses known to you
 - (a) who saw or claim they saw all or any part of the occurrence complained of in this action?
 - (b) who arrived at the scene of the occurrence complained of in this action immediately or shortly after its occurrence?
 - (c) who have knowledge of relevant information, facts or circumstances in this action?
4. Identify all persons who have furnished statements, signed or unsigned, to you, your representative, or your attorney.
5. Pursuant to the provisions of O.C.G.A. §9-11-26(b)(4)(A)(i), defendant is requested to identify each person whom defendant expects to call as an expert witness at trial, state the subject matter on which such expert is expected to testify, and state the substance of the facts and opinions to which the expert is expected to testify and the summary of the grounds of each opinion.

6. If you have retained or employed an expert in anticipation of litigation or preparation for trial who is not expected to be called as a witness at trial please identify and state specifically the name and address of each such expert.

7. State the substance of every utterance made by you or to you at the scene of the incident and identify the speaker of each by name, if known, or by any other facts which might lead to the discovery of the speaker's identity.

8. On or before December 11, 2003, had you issued a recall for this brake pressure switch in any Ford Model automobiles?

(a) Please identify the models for which you issued this recall.

(b) Please identify the findings and or conclusions that resulted in your decision to issue a recall for the defective brake pressure switch in any Ford model automobiles

9. Identify every other act or event which supports each affirmative defense that you raise.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Provide any oral or written statements taken from any party to this action and/or any witness to the incident.

2. Provide any photographs of the vehicles involved in the collision and any photographs taken of the scene of the incident.

3. Provide any documents that indicate which Ford model vehicles, if any, Defendant issued a recall for a defective brake pressure switch.

SN
492928



Allstate.
You're in good hands.

Certified Mail # 7001 2510 0005 8798 8580

July 19, 2004

Ford Motor Company
Parklane Towers West, Suite 300
Three Parklane Boulevard
Dearborn, MI 48126-2568

492928

2004

al
5/04

RE: Claim #: [REDACTED]
Our Insured: [REDACTED]
Loss Date: 12/11/03
Amt. of Claim: \$3142.79

To Whom It May Concern:

The above noted subrogation claim has been identified as a product liability loss. We paid our insured for their loss and are looking to you for reimbursement. Should you or your carrier need more information, please call or write me. Please remit payment to Allstate Payment Processing Center, Attn: Subro Cash, PO Box 227257, Dallas, TX 75222-7257. Please include our claim number.

Complete description of the incident: Vehicle caught on fire an hour after being parked after lunch due to a defective brake pressure switch. The insured put out the fire himself with a fire extinguisher.

Our statement of defect: Strict Liability

Location of evidence: Vehicle repaired, but the failed parts are being stored

Manufacturer: Ford

Model: F150

Year: 2000

VIN: 1FTRX1BL6YM [REDACTED]

The following information is attached:

- Check copies
- Damage supporting paperwork
- Fire affidavit

Please acknowledge receipt of this claim and your position regarding payment of our damages within 30 days.

Sincerely,

David Laughlin, SCLA
Subrogation Senior Service Representative

100 F-150
- VIN
- 90,189 (M)

Roanoke National Subrogation Claims Center

3800 Electric Road, Suite 301, PO Box 21188, Roanoke, VA 24015

Phone: 1-800-776-2615 or (540) 989-2800 Fax: (540) 888-2690 or (540) 776-3803

Hours: 8:05 AM - 4:30 PM EST Monday - Friday

PE84-878 C 8398

AFFIDAVIT OF VEHICLE FIRE

***** ALL INFORMATION MUST BE ANSWERED OR THIS AFFIDAVIT MAY BE REJECTED *****

Claim Number: [Redacted] Policy Number: [Redacted] 01/24

I. POLICYHOLDER

Name of Insured: [Redacted] Spouse: [Redacted]
Address: [Redacted] Address: [Redacted]
City / State / Zip: [Redacted] City / State / Zip: [Redacted]
Phone No (RMC): [Redacted] Phone No (PDC): [Redacted] (W/C)
Drivers Lic No: [Redacted] Drivers Lic No / State: [Redacted]
Date of Birth: [Redacted] Date of Birth: [Redacted]
Social Security No: [Redacted] Social Security No: [Redacted]
Occupation: [Redacted] Occupation: [Redacted]
Name & Address of Employer: [Redacted] Name & Address of Employer: [Redacted]

Length of Employment: 2 years Length of Employment: [Redacted]
Salary: 21,000 Salary: [Redacted]
List All Dependents & Ages: N/A
Any Separations or Divorces? (YES/NO) If yes, give both names, dates of marriage and divorce and copy.

II. LOSS FACTS

Date of Fire: 12/14/07 Time: 1:30 AM Was vehicle locked? YES Were keys in vehicle? YES
Specific location of vehicle at time of fire: 1301 madison Hwy Was vehicle left at this location? SON'S WORK LOCATION
Name & address of person having vehicle at this location: [Redacted]
Valdosta, GA
Name(s) & address(es) of all other persons: [Redacted] Other Employees
Personal items in vehicle at time of fire: Tools, Shotgun, Clothes, CD's, Car + important paperwork
Principal use of vehicle: Transportation Principal Use: [Redacted]
When was the fire discovered? Date: 12/14/07 Time: 1:30 AM By whom? Thomas Harrison
Action taken after vehicle was discovered: Ran to Truck, followed by co-workers, FIRE EXT. was taken, unlock hood, put out fire
Which Agency was the vehicle fire reported to? N/A Date: [Redacted] Time: [Redacted] AM/PM
By whom? [Redacted] Agency Case No: [Redacted] How Reported? 911 Cell Phone / Neighbor / Other: (Present Location)
Location of Vehicle (Name of Address Phone No): Lambdale Food 215w. madison/la 97 333-2300
Have the police made any arrests or have any suspects? YES Do you suspect anyone? (YES/NO) Who, give details: [Redacted]
Have you ever had a vehicle fire before? (YES/NO) If yes, give details: [Redacted]

III. VEHICLE DESCRIPTION

Year: 2000 Make: Ford F150 Model: Pickup 4x4 Body Type: Ext. Cab Color: White
Vehicle Identification No: 1ETXK1664YNA License Plate No: ES885N State: GA Year: 2004
Odometer Reading: 90,000 + or - Title Owner: [Redacted]
Date of Purchase: 1/23/03 NEW/USED? USED Purchase Price: 10,000 At time of purchase was vehicle damaged? YES
SELLER: Dealer / Individual (Name Address Phone): Southern Builders Supply, 1301 madison Hwy 229-242-4950
How was vehicle paid for? CASH/CHECK/FINANCE Finance Name & address of Company: Southern Builders Supply, 1301 madison Hwy Valdosta, Ga.
Accident No: [Redacted] Balance Due: 14,520.26 Loan term (months): 42 Monthly payment: 349.96
Is account paid in full? (YES/NO) NO Has vehicle been for sale? YES Any offers? YES Who? [Redacted]
How many sets of keys are there? 2 Are all sets in your possession? YES Any other insurance on this vehicle? YES
If yes, Name of company and policy no: [Redacted]



IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

[REDACTED]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendants.

Civil Action
File No.:

2004A 916A-1

COMPLAINT

COMES NOW the Plaintiff, [REDACTED] and files this complaint against the Defendants and shows the Court as follows:

1.

Plaintiff, [REDACTED] resides at [REDACTED] Marietta, Georgia [REDACTED]

2.

Defendant Ford Motor Company is a foreign corporation and may be served through its registered agent Corporation Process Company located at 10 Cherokee Street, NE, Cobb County, Marietta, Georgia 30060 and is subject to the jurisdiction and venue of this Court.

3.

On or about August 18, 2003, Plaintiff's 2000 Ford Explorer caught fire while parked overnight at Plaintiff's place of employment located at [REDACTED]

COBB COUNTY, GA
STATE COURT CLERK
04 OCT 1 11 59 02
D. S. [Signature]

Marietta, GA [REDACTED] due to a manufacturing defect in the brake pressure switch located at the front, driver's side wheel assembly.

4.

As a result of the Defendant's manufacturing defect, the Plaintiff's vehicle caught fire causing property damage to it and threatening damage to the vehicles parked next to it in the parking lot.

5.

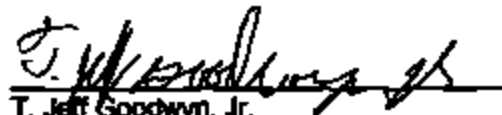
The Defendant's manufacturing defect was the sole proximate cause of the fire.

6.

As a result of the manufacturing defect of the Defendant, Plaintiff's vehicle was damaged in the amount of \$17,348.00.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor in the amount of \$17,348.00, and for such other and further relief as the Court may deem just under the circumstances.

Respectfully submitted,



T. Jeff Goodwyn, Jr.
Ga. Bar No. 301810
Attorney for Plaintiff

SHIVERS & ASSOCIATES
4400 North Point Parkway
Caller Service No. 1808
Alpharetta, Georgia 30023-1808
(770) 521-3750
(770) 521-3760 (f)

RECEIVED JUN 30 2004

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4 JUN 23 10:57

* Also admitted in North Carolina
** Also admitted in Tennessee
*** Also admitted in Washington, D.C.

June 17, 2004

Ford Consumer Affairs
1680 Executive Plaza Drive
Dearborn, MI 48126

Re: Insured: [REDACTED]
Claim No.: [REDACTED]
Date of Loss: 8/18/03
Our File No.: 040409

491054
CC 3/04

Dear Ford:

We are staff counsel for Travelers Insurance Company and have been retained to represent Travelers in its subrogation action arising out of a loss which occurred on or about August 18, 2003. On this date, a 2000 Ford Explorer (VIN# 1FMRU1760Y1 [REDACTED]) owned by our insured, [REDACTED] caught fire while parked overnight at B&C Auto Sales located at [REDACTED] Marietta, Georgia [REDACTED]

On the above date, the above mentioned fire occurred, according to our C&O expert, due to a faulty brake pressure switch located at the front, driver's side wheel. The vehicle was located near many other vehicles and posed a substantial risk of damage to those vehicles. [REDACTED] vehicle sustained significant fire damage before the fire was extinguished.

As a result of Ford's defective product design/production, Travelers hereby makes demand for payment in the amount of \$17,348.00 for damages suffered by Travelers and its insured as a result of the above-referenced loss which represents the amount we have paid for this loss including [REDACTED] deductible of \$500.00. This demand is made pursuant to O.C.G.A. § 51-12-14, which allows for prejudgment interest to accrue at the rate of 12% per annum beginning 30 days from the date of this letter. Naturally, we would like to resolve this matter without having to resort to litigation. However, if I do not hear from you within 30 days of the date of this letter, we will have no alternative but to file suit against Ford.

Ford
June 17, 2004
Page 2

If you have liability insurance, please forward this letter to your liability carrier and have them contact me. Otherwise, I would appreciate you contacting me to arrange payment to Travelers for damages sustained as a result of your company's actions. You may contact me using the above contact information or a [REDACTED]

Sincerely,


T. Jeff Goodwyn, Jr.

/TJG