

PE04-078

FORD

1/28/2005

BOOK 6 OF 12

ATTACHMENT F

PART 1 OF 6



555 Marriott Drive
Suite 120
Nashville, TN 37214
T: (615) 231-6688
F: (615) 231-6699

October 11, 2003

Ford Motor Company
Attn: Shawn L. Norton
Parklane Towers West, Suite 300
Three Parklane Boulevard
Dearborn, MI 48126-2568

RECEIVED OCT 17 2003

CERTIFIED MAIL
RETURN RECEIPT

RE:
Co. Claim # [REDACTED]
Type of Loss : Fire Loss / April 28, 2003
GABR # : 22832-70298
Insurance Company : Agricultural Risk Insurance Company
Insured [REDACTED]

VIN 1FTRX18L9Y [REDACTED]

Dear Mr Norton:

Thank you for your letter dated August 26, 2003 in response to our Notice of Subrogation Letter dated August 18, 2003. You will recall, we have concluded this loss with [REDACTED] in the amount of \$22,451.14, and they incurred a \$1,000.00 deductible.

Below we list responses to the requested information in your August 25, 2003 letter.

- #1 The loss occurred at 318 Stokes Street Puryear, TN on April 28, 2003.
- #2 See attached loss summary from insured employee, Rodney Gallimore dated September 19, 2003.
- #3 Town of Puryear Fire Report attached.
- #6 Mileage 94,000
- #7 Photocopies attached. Originals held as evidence. Feel free to obtain your own.
- #11 Experts report held as evidence. Feel free to conduct your inspection.
- #13 The involved vehicle remains in the same after fire condition with no alterations. Vehicle located at [REDACTED] Paris, TN [REDACTED]
- #15 Service records attached
- #16 Vent Visor, Chrome Steps
- #21 No
- #22 Yes
- Attached - mileage 203

Form GR0167 (Rev. 1/98)

PE84-878 C 2011

WDD 1/24/00
NO ESP
Puryear, TN
94,000 (M)
NO EXP PH.
NO Color

701
702
703
704
705
707
711
713
714
715

Inside City

3

TOWN OF PURYEAR
PURYEAR, TENNESSEE

Puryear Volunteer Fire Department
Call Record

Date 2/28/03 Time 1:49 AM/PM
Alarm By: Phone _____ A.D.T. _____ Radio X 911 Verbal _____
Companies Responded Co. No. and Type E-1, E-2, PARIS FIRE
Time Arrived 1:58 Time Dismissed 4:49
Hours of Service 3 Miles Traveled 2
Kind of Building or Property House, 2000 Ford Pickup, 1997 Ford Super
Street Address or Location _____
Owner _____
Occupied By: _____
Spread to Other Buildings: Yes _____ No X
Part of Building Where Fire Started GARAGE
Cause Vehicle (TRUCK) 2000 Ford Pickup in garage

Extinguished By

B-Booster _____ E-Extinguisher X
P-Pumper X S-Sprinklers _____
No. of Hydrants used 1 Hrs. Pumper Worked _____
No. of Lines Used 2

Insurance Record

Buildings _____
Insurance Carried FARM Bureau
Estimated Loss _____
Insurance Paid _____
Special Notes _____

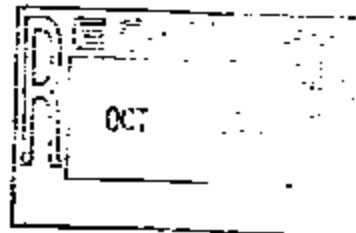
Signed [Signature] Officer in Charge [Signature]

#2

September 19, 2003

To Whom It May Concern:

I arrived home at approximately 10:00 p.m. on April 27, 2003. I backed the truck into the garage and closed the garage doors. I went to bed at approximately 10:30 p.m. Prior to that we checked the garage and turned off all lights. About 1:45 a.m. we woke to the smoke and carbon monoxide detectors going off. I went to the kitchen, looked through the door into the garage and saw flames coming from the truck. I immediately went through the garage, then outside to the water hose and began trying to extinguish the blaze. While I was trying to extinguish the flame my wife was inside calling the fire department and they arrived in approximately 10 minutes. The truck was then drug out of the garage. Firefighters were trying to put out the garage, which was on fire.

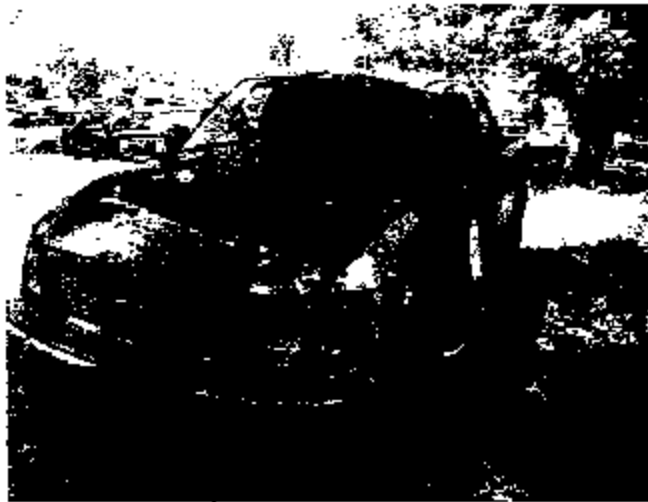


MEFF#: 331 CI mf: 03-05

Name: CO-OP, I IRY FARMERS

Slide 1: L/F CORNER

Slide 2: R/F CORNER



Slide 3: R/R CORNER

Slide 4: L/R CORNER



SLIDE 5: INSIDE CAB LT SIDE



SLIDE 6: ENGINE



Slide 7: LT SIDE UNDERHOOD



Slide 8: FIREWALL & CAB



FIG 9: RADIATOR & ENGINE





GAB Robins North America, Inc.

355 Marriott Drive
Suite 120
Nashville, TN 37214
T: (615) 231-6688
F: (615) 231-6699

CONSUMER AFFAIRS
August 18, 2003

3 AUG 20 P3:34

Ford Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126



CERTIFIED MAIL
RETURN RECEIPT

RE:
Co. Claims # : 03-05
Type of Loss : Fire Loss / April 28, 2003
GABR # : Z2832-70298
Insurance Company : Agricultural Risk Insurance Company
Insured : [REDACTED]

VIN 1FTRX18L9Y [REDACTED]

Dear Ford Motor Company:

GAB Robins North America, Inc. handles the first part account for Tennessee Farmers Cooperative. One of their members [REDACTED] suffered damage to their vehicle from a fire. We have concluded this claim for [REDACTED] cooperative in the amount of \$22,451.14 not including the \$1,000.00 deductible incurred by [REDACTED]

Investigation by Engineering & Fire Investigations indicates a possible problem with the vehicle, and they recommended notifying your Company to give you the opportunity to inspect the damage. Preliminary inspection of the vehicle "indicated original ignition most likely occurred in an electronic control module located on the inner fender on the driver side of the vehicle. One of the relays examined during the preliminary examination had sustained an unusual amount of heat as compared to the other relays in the module."

Please contact our office as soon as possible as we want to give your Company the opportunity to inspect the damage, as it is our intention to pursue recovery of monies tendered. The involved vehicle is an employer's vehicle for use, and the fire also resulted in damage to the employees dwelling.

Your cooperation is appreciated.

Very truly yours,

Ted A. Klesler
Supervising Adjuster (ext. 226)

Form CR0187 (Rev. 1/98)

A/28/03
- 100 F-150
- VIN
- \$23,451.14

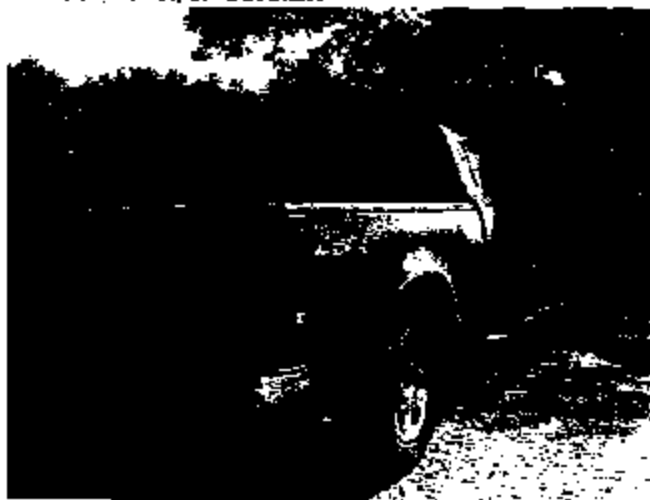
MEFF#: 331 Cl m#: 03-05

Name: CO-OP, 1 TRY FARMERS

Slide 1: L/F CORNER



Slide 3: R/R CORNER



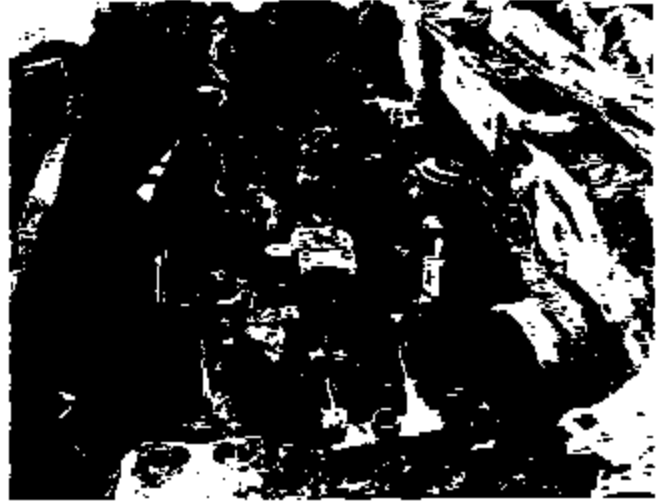
Slide 4: L/R CORNER



Slide 5: INSIDE CAB LT SIDE



Slide 6: ENGINE



Slide 7: LT SIDE UNDERHOOD



Slide 8: FIREWALL & CAB



Page 9: RADIATOR & ENGINE





State Farm Insurance Companies®



November 20, 2003

Florida Regional Office
Fire Centralized Subrogation
P.O. Box 9606
Winter Haven, FL 33883-9606

Shawn L. Norton, Claims Analyst/Corporate Legal Assistant
Ford Motor Company
Park Lane Towers West, Suite 300
3 Park Lane Blvd.
Dearborn, MI 48126-2558

RE: Claimant: [REDACTED]
Our Claim Number: [REDACTED]
Date of Loss: May 19, 2003

RECEIVED NOV 26 2003

Dear Mr. Norton:

This letter is in reference to your letter to Mr. Jack Wilson requesting additional information on the above-referenced claim. Information you have requested is as follows:

1. Date of Loss: May 19, 2003 in Loxahatchee, Florida.
2. Vehicle had been parked for 20 minutes prior to catching on fire.
3. Police report/fire report has been forwarded to you.
4. 2000 Ford F150, serial number unavailable, burned totally in fire.
5. Mileage unavailable, burned totally in fire.
6. Photos of damage.
7. The alleged defect is discussed in the enclosed cause or origin report.
8. Part destroyed in the total fire experienced by vehicle, expert report included.
9. Destroyed in total fire.
10. Vehicle in possession of vehicle insurance carrier, Allstate.
11. Service records previously provided.
12. None available.
13. Engine was not running.

PE84-878 C 2822

NO VIN
NO photos
of vehicle
Mileage?

Shawn L. Norton, Claims Analyst/Corporate Legal Assistant
58-C878-103
Page 2
November 20, 2003

14. Keys were not in the engine.
15. This information is not available at this time.

Your response to our request for payment of this claim is greatly appreciated. Please contact me at (888) 758-4449 upon receipt of this documentation.

Sincerely,



Cre Banks
Claim Representative
Fire Subrogation
STATE FARM FLORIDA INSURANCE COMPANY

CB/029/1120006.160



Claim Number:
[REDACTED]

Purpose of the Assignment:

The purpose of this assignment was to determine the origin and cause of a fire in the below referenced 2000 Ford F150, hereafter referred to as the subject vehicle, that occurred after the vehicle had allegedly been parked for approximately 20 minutes.

Preliminary Remarks:

Master ASE certified technician and Certified Vehicle Fire Investigator, Richard Metzger, Florida investigator license [REDACTED] arrived at Copart, [REDACTED] West Palm Beach, Florida on May 27, 2003 at approximately 1:00 PM to commence the field inspection of the subject vehicle. The receptionist informed the inspector that control number 4301373 had been assigned to a 2000 Ford F150, which had been placed in the viewing area adjacent to the main office building for the inspection.

The following are results of the inspection.

Description of the Vehicle:

The subject vehicle was a black-colored, two-door, 2000 Ford F150 extended-cab pickup truck and could only be identified by the control number and its general description because the dashboard V.I.N. tag and driver's door information placard had been consumed in the fire. The vehicle did not carry a license plate at the time of the inspection and the current in-service mileage could not be verified since the odometer in the dashboard instrument cluster had melted in the fire.

Inspection of the Exterior:

The exterior of the vehicle was examined to determine the extent of the total damage and to identify the specific area(s) of the most intense or severe damages including an examination of the vehicle's undercarriage. The subject vehicle sustained severe fire damage to the front end and the left side of the cab. The grille and both headlight assemblies had been consumed, which exposed the melted air conditioning condenser and radiator cores. The aluminum hood had also melted, which exposed the engine compartment. The left front fender, left door and the left rear portion of the cab all showed severe fire damages. The left front tire had been mostly consumed and its respective rim was fire-scorched. The right front tire was mostly intact and showed only moderate charring at the tread areas. The rim remained intact and was only soot-stained. The left front fender was void of paint, while the door and cab still retained some residual primer and paint. The loss of the outer layers of paint revealed that both the left door and the left rear portion of the cab had previously been repaired evidenced by the grind marks in the exposed metal and the spots where some of the residual body filler remained. There was a layer of primer remaining on the damaged portion of the right front fender, while the paint on the rear portion remained intact. All of the vehicle's glass had either shattered or melted as a result of the fire. The bed was intact, however, the aluminum toolbox mounted behind the cab was



partially melted indicating this fire exited the cab through the rear window opening. The subject vehicle was equipped with a frame-mounted class III receiver trailer hitch that did not have an insert at the time of the inspection. Mounted on the lower section of the bumper on the left side of the hitch was a 7-pin trailer wiring connector. The rear portion of the bed was void of any fire damages.

Inspection of the Interior:

The interior of the cab sustained severe fire damages. Most of the combustible materials had been consumed. The headliner and door trim material had been consumed, with only the exposed, fire scorched and rusted metal remaining. The seat frames and tubular dashboard support were also fire scorched and rusted from exposure.

Inspection of the Engine Compartment:

All of the mechanical, electrical, fuel and fluid components in the engine compartment and on the engine were examined for evidence of electrical shorting, fuel or fluid leaks, physical damages or pre-fire damages. The subject vehicle was equipped with a 4.8-liter, fuel-injected, V8 engine and an automatic transmission. The engine compartment had sustained severe fire damages and most of the combustible materials had been consumed. Both of the inner fenders and the cowl panel were fire scorched and rusted. The battery support tray, normally mounted on the right inner fender had melted and allowed the battery to fall down on top of the right frame rail. The inspector noted that both of the battery cables and cable ends remained intact and showed no signs of irregular electrical activity. All of the wires in the engine compartment were void of insulation. The left side of the dashboard support panel and brake booster were both severely fire scorched and the scorching extended down to the floor pan area. It appeared that the fire originated in the left side of the engine compartment based on the fact that the components mounted on the left side of the engine compartment had sustained significantly more severe damages when compared to those mounted in the right side. Examples of the severe fire damages were the partially melted left side of the aluminum timing cover, the heavily fire scorched dashboard support panel and the fire-scorched left side of the transmission tunnel. The inspector verified that the wires in the rear of the vehicle were only fire damaged where they had been routed past the lower edge of the dashboard support panel. There was no evidence of unusual electrical activity in the trailer wiring connector or wires. The wiring in the engine compartment was examined and the inspector found the wiring connectors for both the ABS module and its wiring harness connector lying at the front portion of the inner fender against the radiator support. The connectors, both from the ABS module and the wiring harness remained connected together and charred. One of the heavier gauge wires in the connector was attached to a long section of wire, approximately 2 feet long, that had a melted connector on the other end. The inspector found another similar gauge wire amongst the wires in the main engine wiring harness on the left inner fender with a similarly melted connector on the end of the wire. The wiring harness connector contained four heavy gauge wires, hereafter referred to as the subject wires, and approximately ten smaller gauge wires. The plastic connector material was melted and distorted surrounding the fire damaged subject wires, while the connector material remained intact in the sections surrounding the smaller gauge wires. The four subject wires



were heat-discolored and very brittle, starting approximately three inches from the connector. The opposite end of the connector, where the wires enter, contained terminal strips that apparently connect the printed circuits within the ABS module. The inspector verified some of the terminal strips were melted and beaded, consistent with irregular electrical activity that occurred within the connector. The inspector noted that the degree of discoloration present on the subject wires was not evident on any of the other wires found in the engine compartment.

Inspection of the Undercarriage:

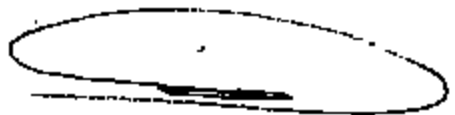
The vehicle was raised in the air with the aid of a forklift to facilitate an inspection of the undercarriage. The inspector verified that there was insufficient damage sustained to the undercarriage and components mounted on the vehicle's undercarriage to indicate the fire had originated from under the vehicle. The under side of the front portion of the frame rails were fire scorched. The fire damages were confined to the area in front of the main cross member, including the steering linkage and pulleys on the engine. The remainder of the undercarriage was void of fire damage. The underbody panels were void of fire damage.

Conclusion:

It is the opinion of the lead investigator that the fire in the subject vehicle originated in the left side of the engine compartment due to an internal electrical failure within the connector on the ABS module. The internal short within the connector overheated the wires at the connector, which ignited the wiring insulation and surrounding combustible materials to become the origin of this fire loss.

Comments and Recommendations:

Nationwide Inspections, Inc., recommends that the vehicle's service and repair history be reviewed to determine if any repairs or replacements had been performed to, or in the general vicinity of the engine wiring harness wires for the ABS module and their respective connectors. In lieu of any of the aforementioned repairs or replacements, Nationwide Inspections, Inc., recommends that Ford Motor Company be placed on notice for potential liability for damages sustained since this fire was caused by a flaw in the ABS module connector, which was not designed to start a fire when and if it fails. Nationwide Inspections, Inc., reserves the right to review any additional information, evidence, etc. as it becomes available and to amend this report and its findings further, should it become necessary.



Supervisor

Attachments



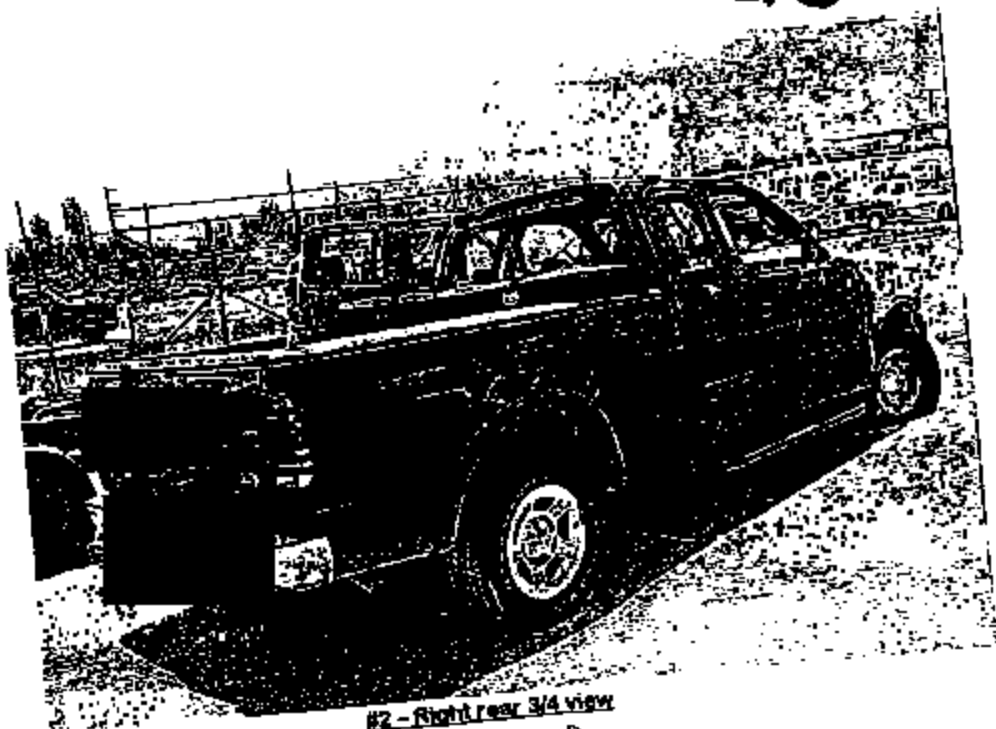


59-CR72-183 PH



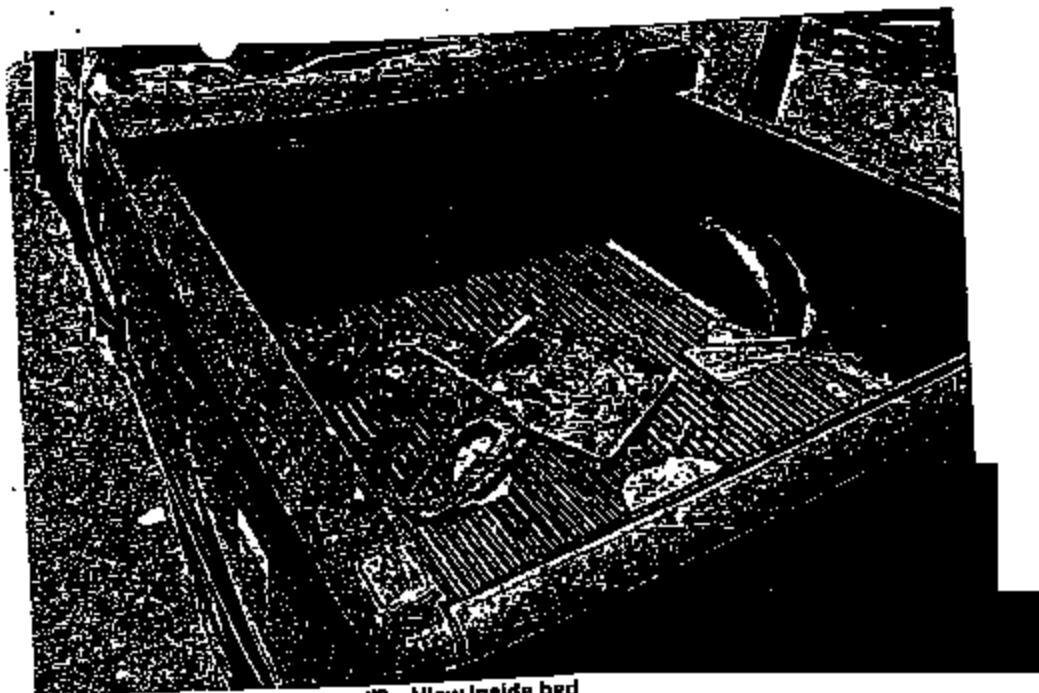
#1 - Right front 3/4 view

PQO



#2 - Right rear 3/4 view





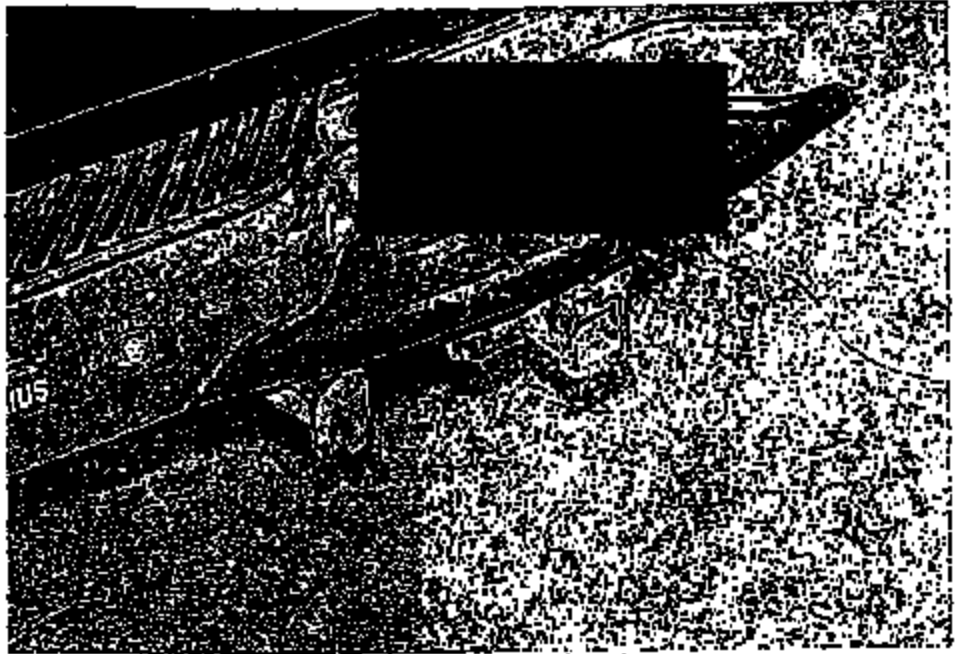
83 - View inside bed



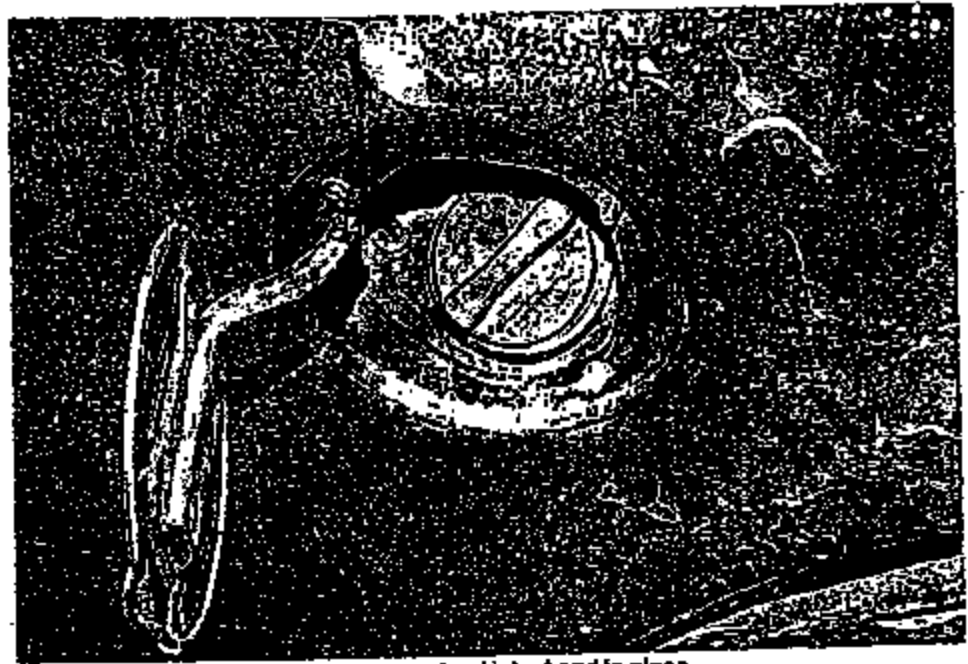
84 - Left rear 3/4 view



PER4-876 C 2029

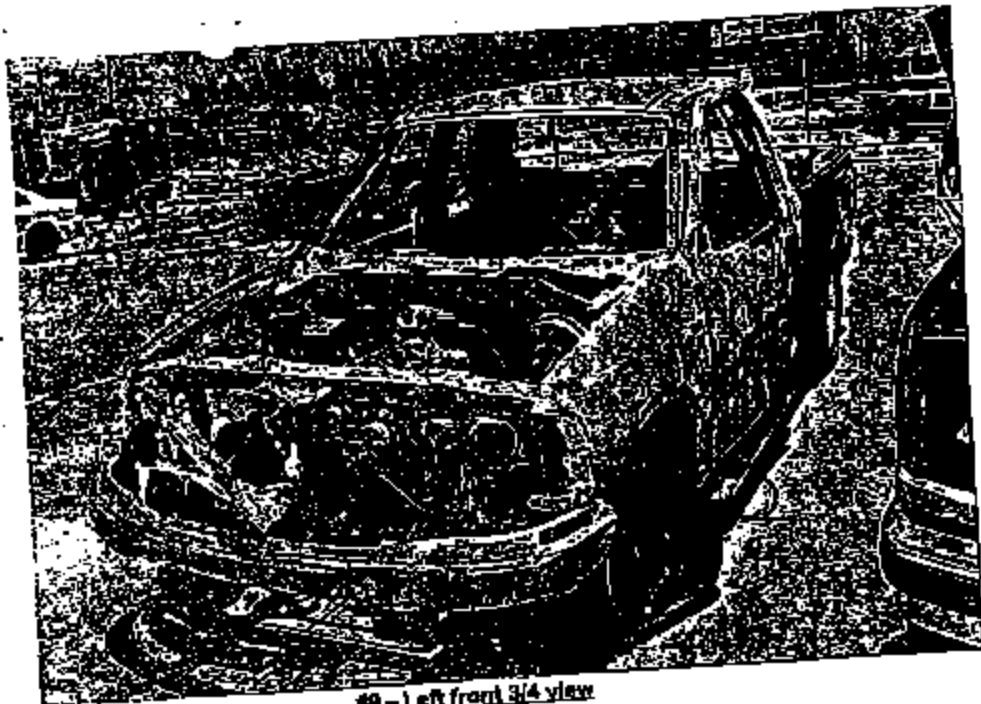


#5 - Receiver trailer hitch - no insert



#6 - The fuel cap remained intact and in place





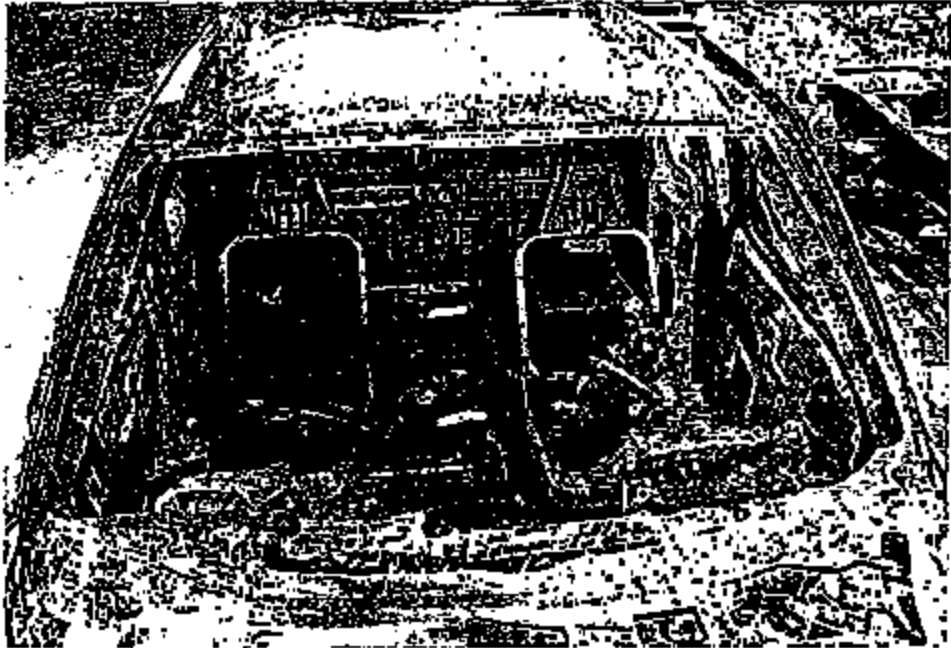
#9 - Left front 3/4 view



#10 - Front view



PE84-876 C 2831



#11 - Interior as viewed through the windshield opening

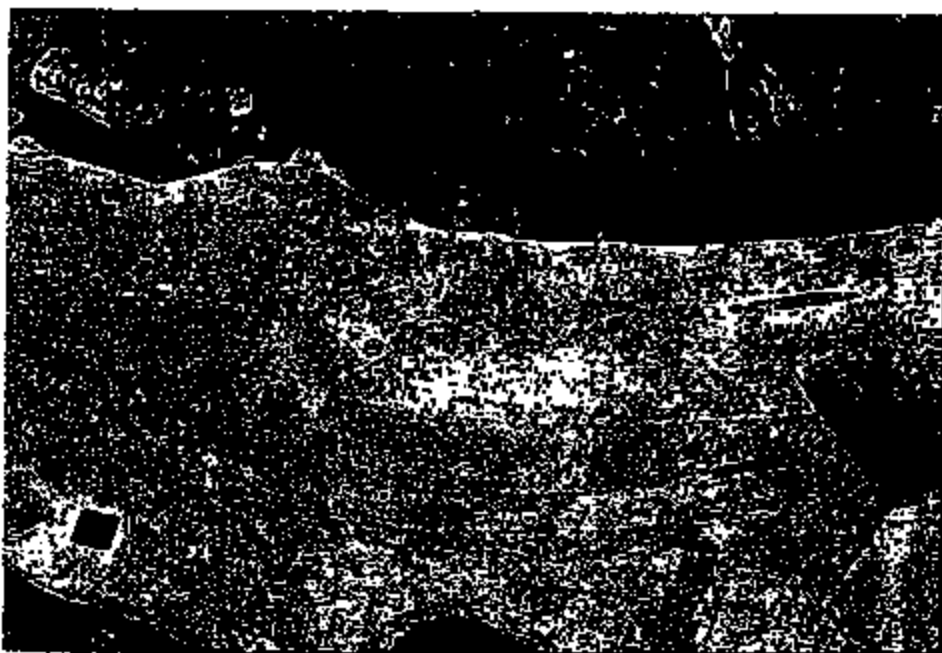


#12 - Dashboard area





#13 - Passenger compartment as viewed through the driver's door opening

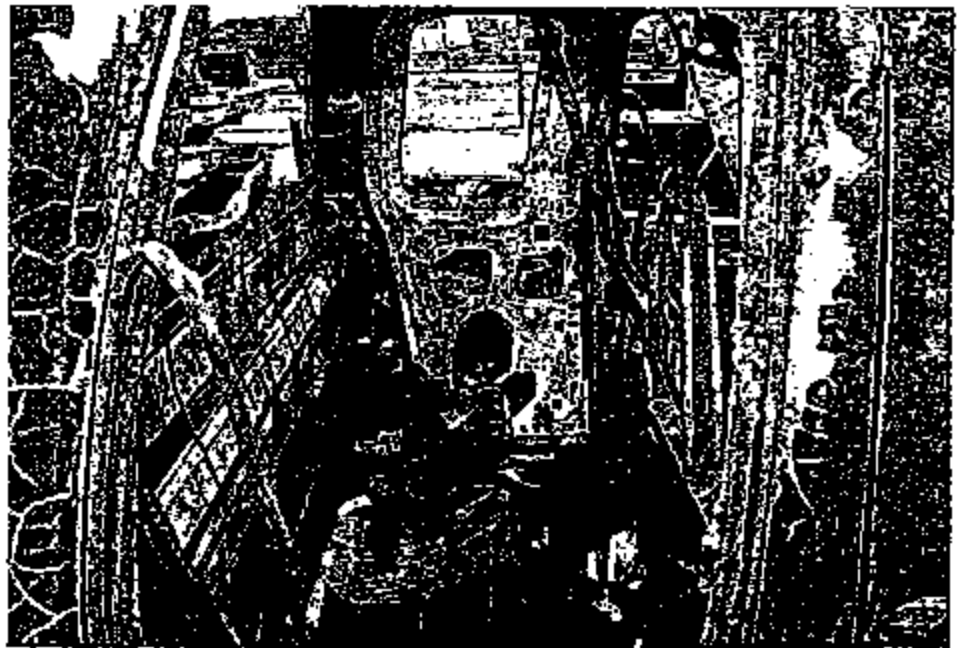


#14 - Remains of the V.I.N. model



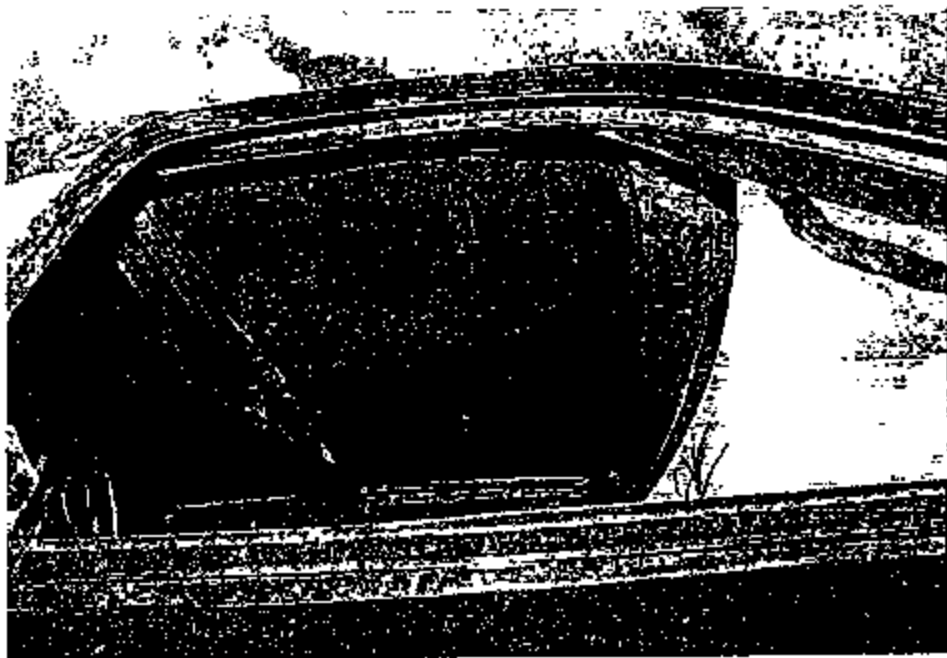


#15 - Driver's door

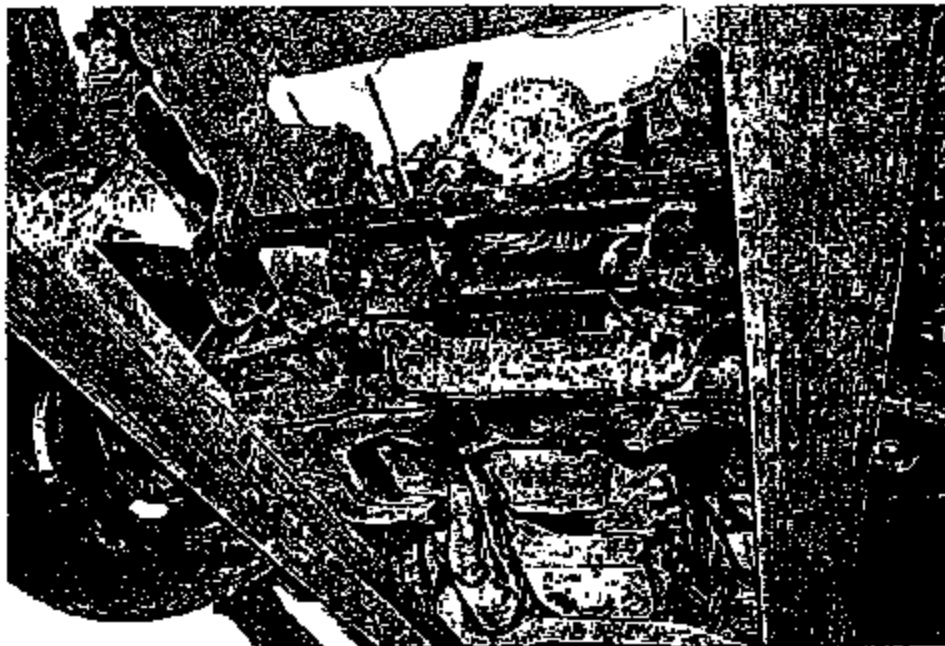


#16 - Rear seat area



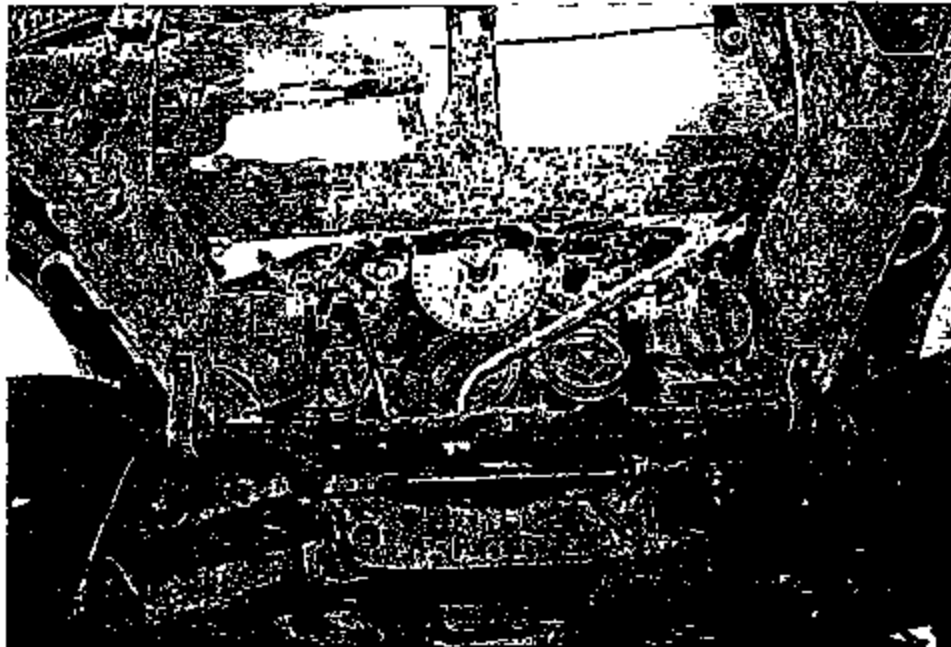


#17 - Underable of the roof

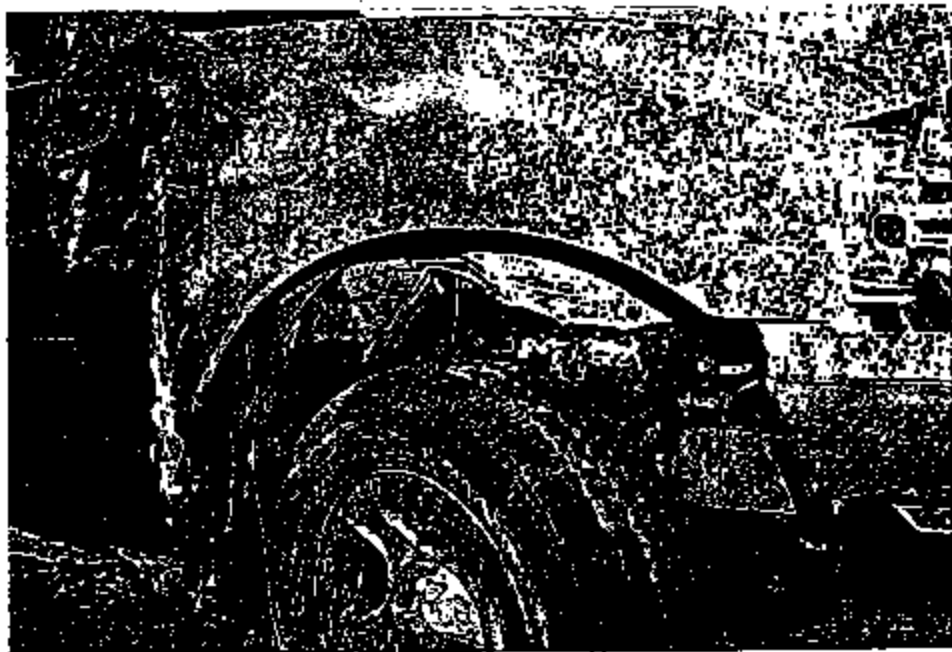


#18 - View of the front suspension components from below





#18 - The frame rails were fire scorched



#20 - Right front





#21 - Left front

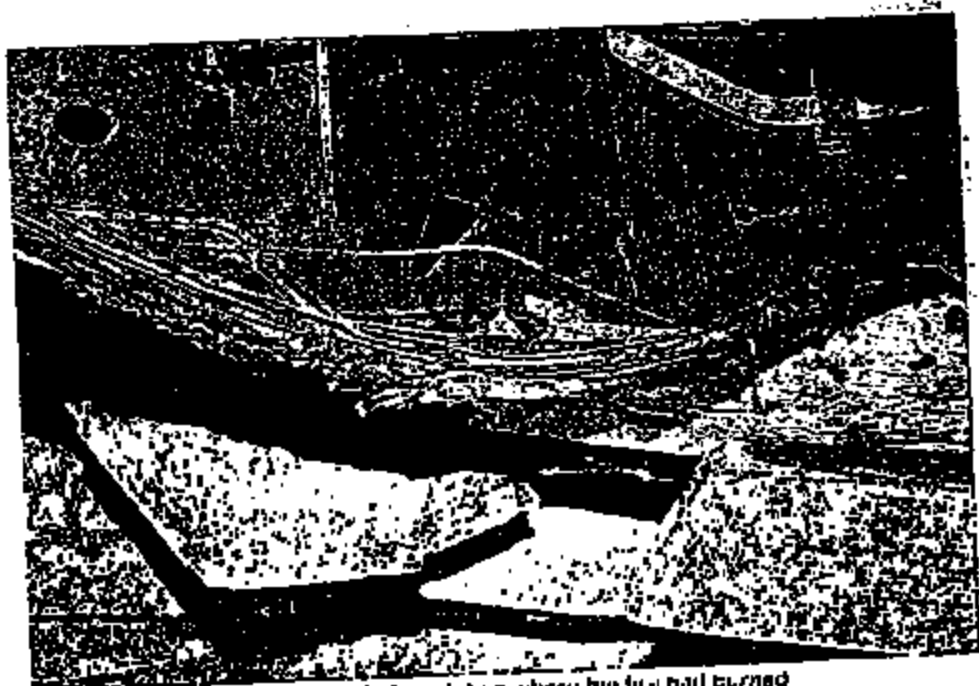


#22 - Left inner wheel well



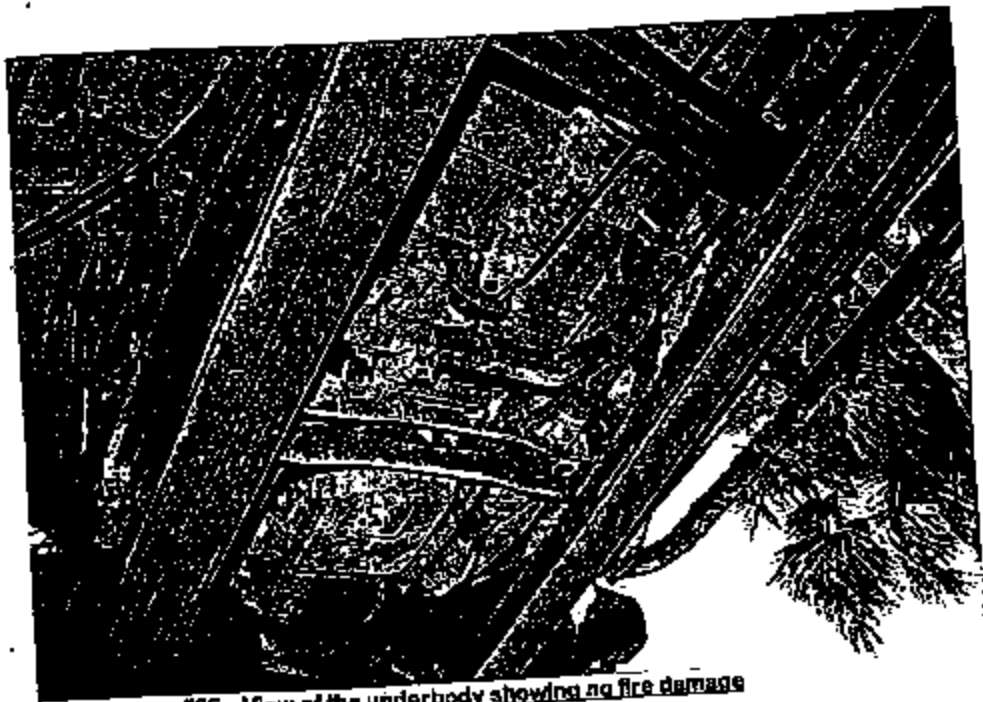


P23 - Rear portion of the wheel well

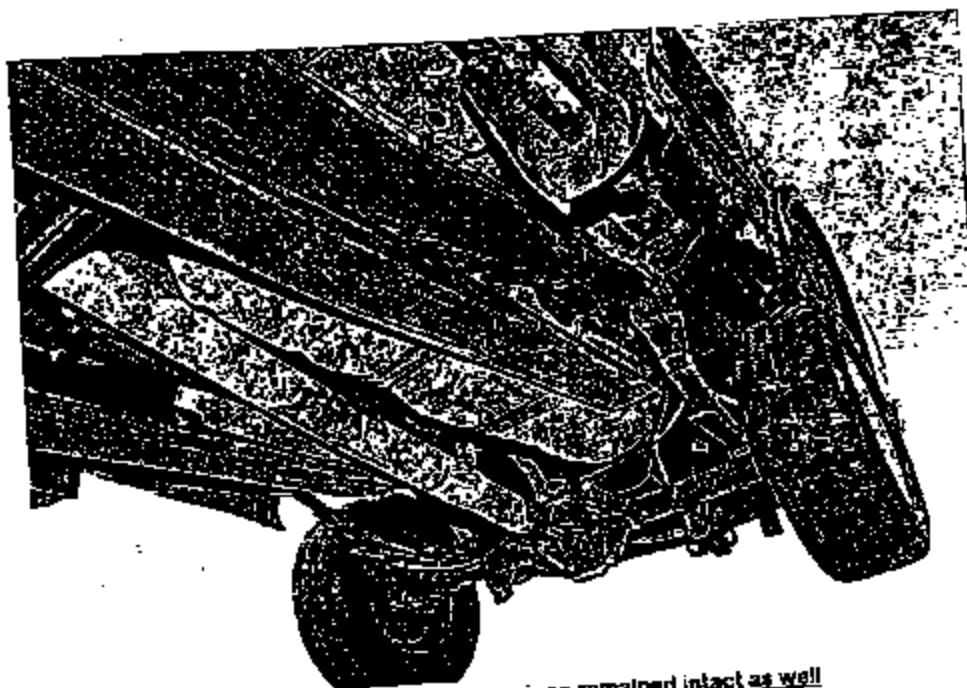


P24 - The wires were void of insulation where they had been





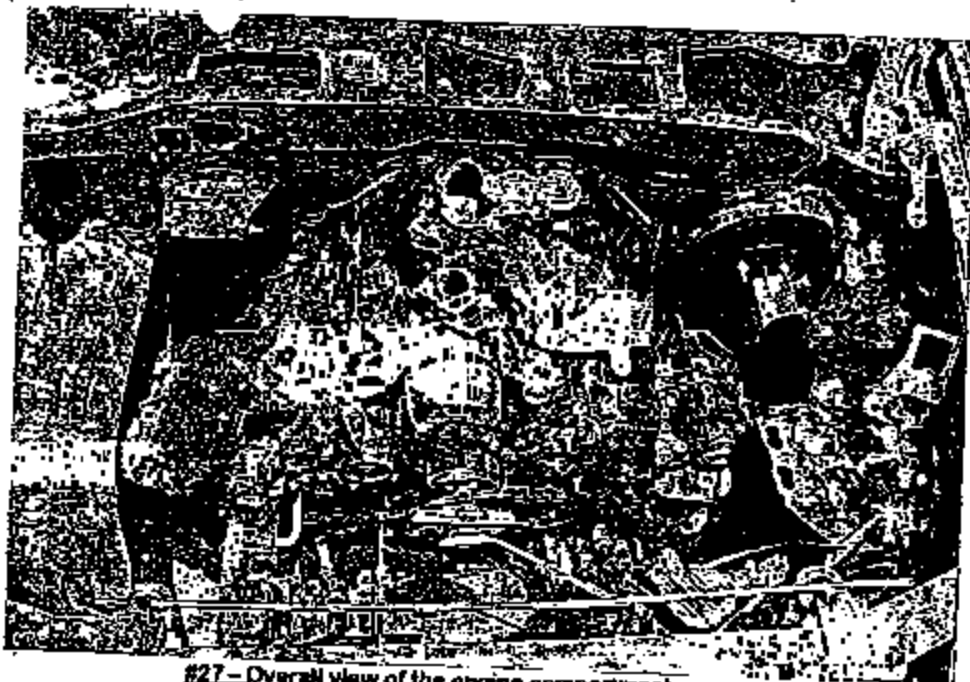
#25 - View of the underbody showing no fire damage



#26 - The rear section of the undercarriage remained intact as well



PE04-876 C 2038



#27 - Overall view of the engine compartment



#28 - The battery tray had melted and allowed the battery to fall down



PE84-878 C 2048



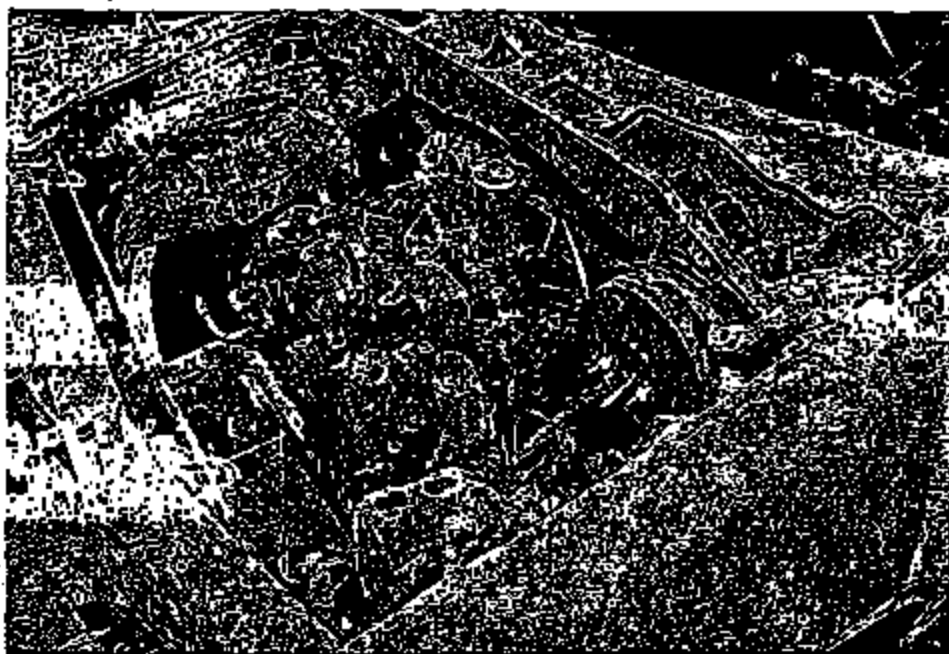
#29 - Front view of the engine showing the melted left side of the timing cover



#30 - The alternator housing had been partially consumed



PE04-078 C 2041



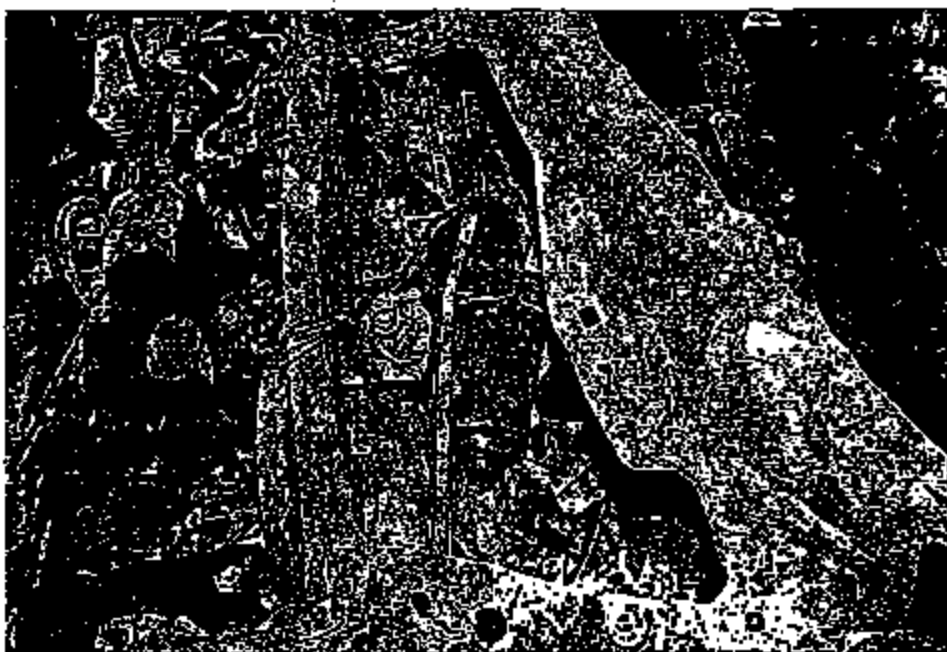
831 - Engine compartment as viewed from the driver's side



832 - Left rear quadrant of the engine compartment



PE84-878 C 2842

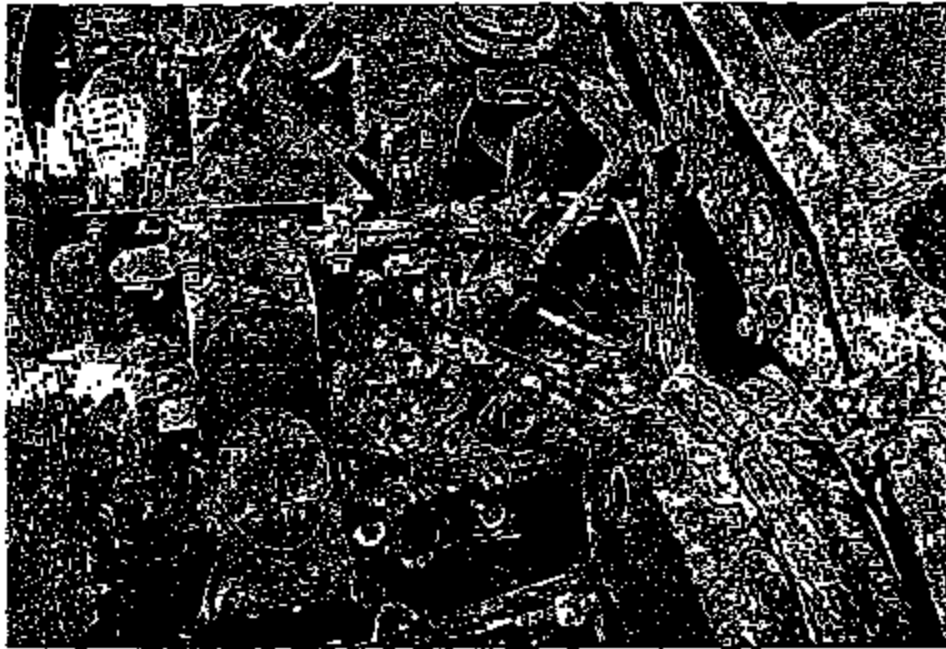


#33 - View of the cowl area



#34 - The fuel lines and hoses remained intact





#35 - Most of the wiring insulation had been consumed



#36 - View of the ABS module





#37 - Side view of the ABS module



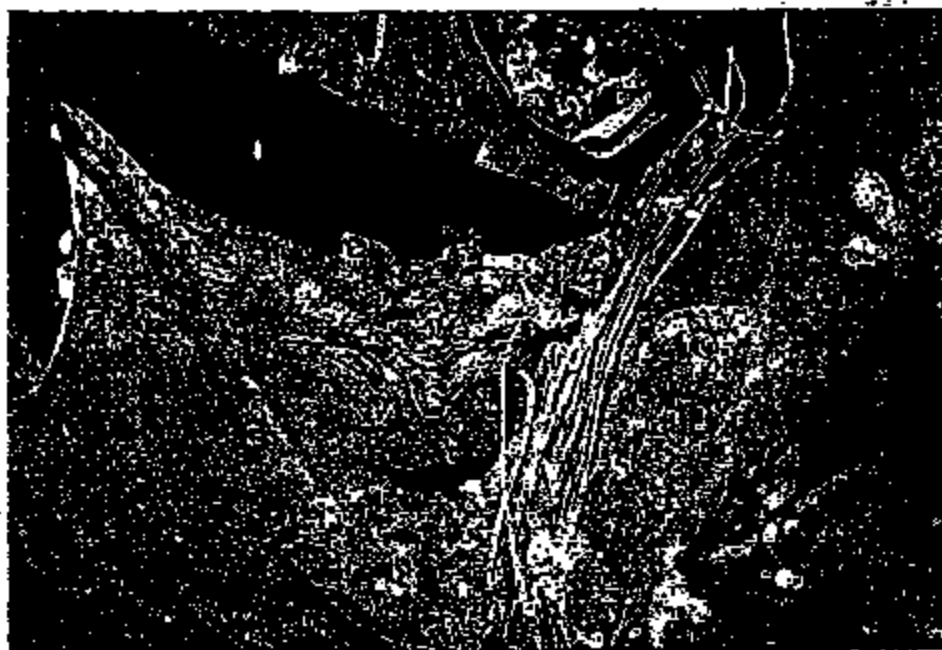
#38 - View of the wires at the left inner fender area



PE04-878 C 2045



#39 - Front of the left inner fender



#40 - Another view of the ABS module connector found wedged at the front of the left inner fender





#41 - Melted connector and wire

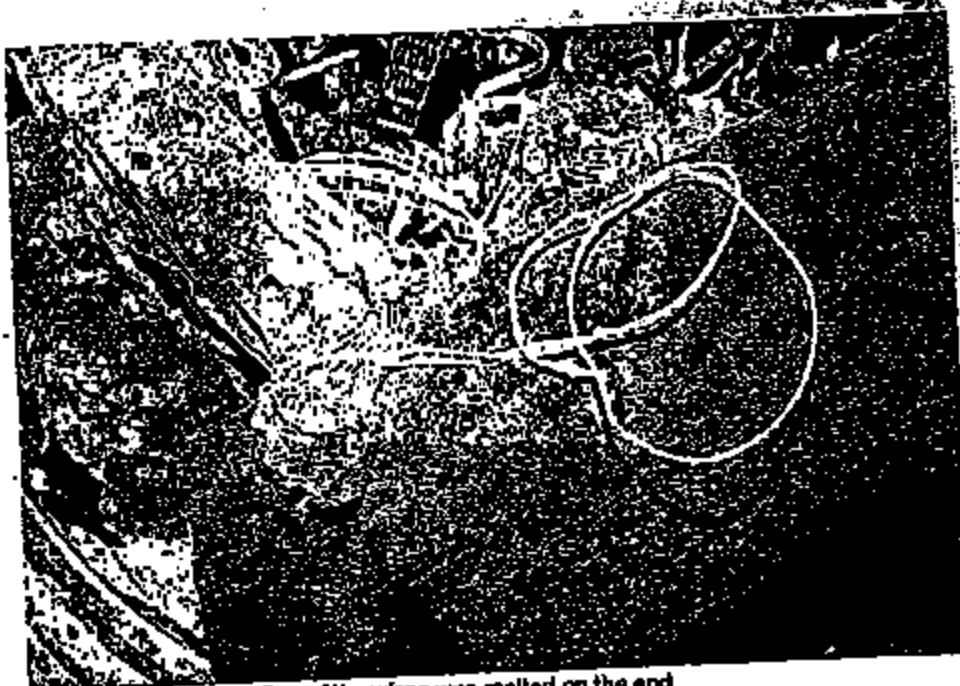


#42 - The inspector traced the wires to verify their point of origin





#43 - The terminal end of the ABS module

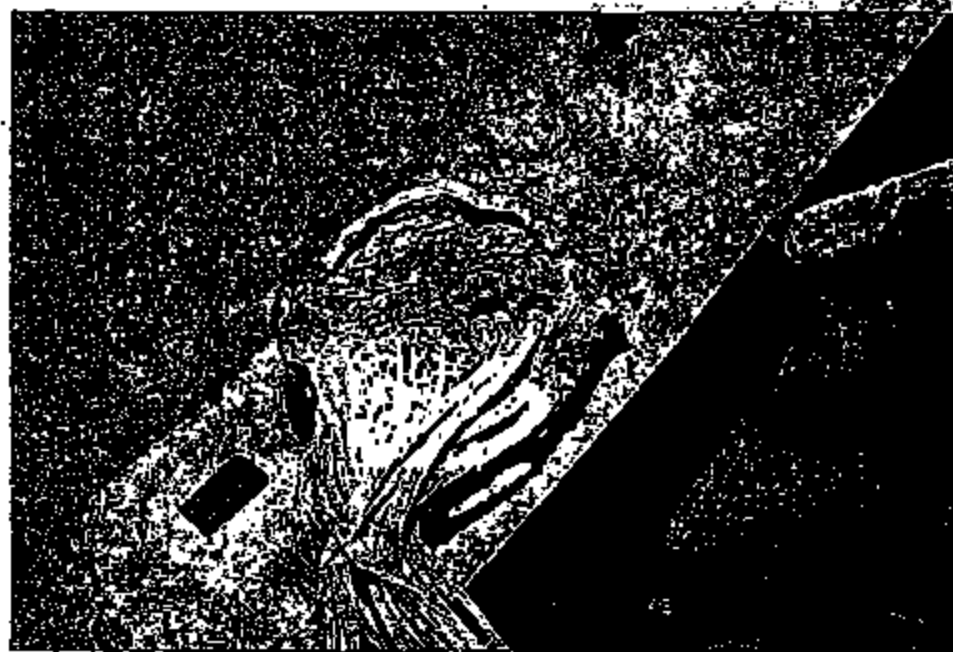


#44 - One of the wires was melted on the end





#45 - View of the connectors



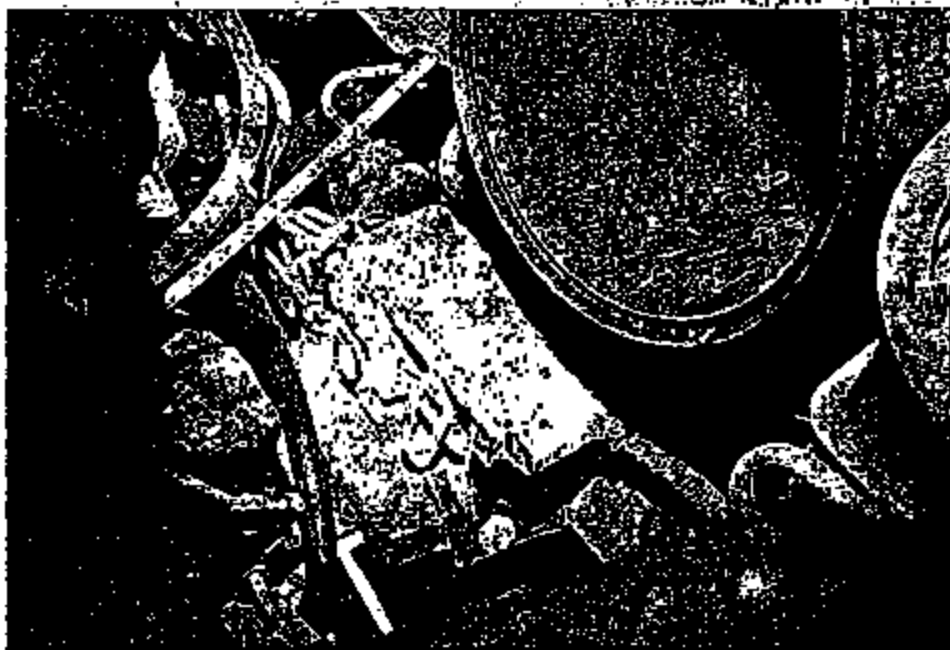
#48 - View showing the charred, rear of the wiring harness connector and discolored wires



PE04-078 C 2048



847 - Another view of the connectors



848 - View showing the location of the ABS module on a similarly equipped and like year, make and model vehicle





#49 - Another view of the connectors.



#60 - View of the connectors from below



Case Handler Shawn Letter No. A 3 Date: 9/15/03

Address to: _____

Attention: _____

Re.: Claimant: _____

Vehicle: _____

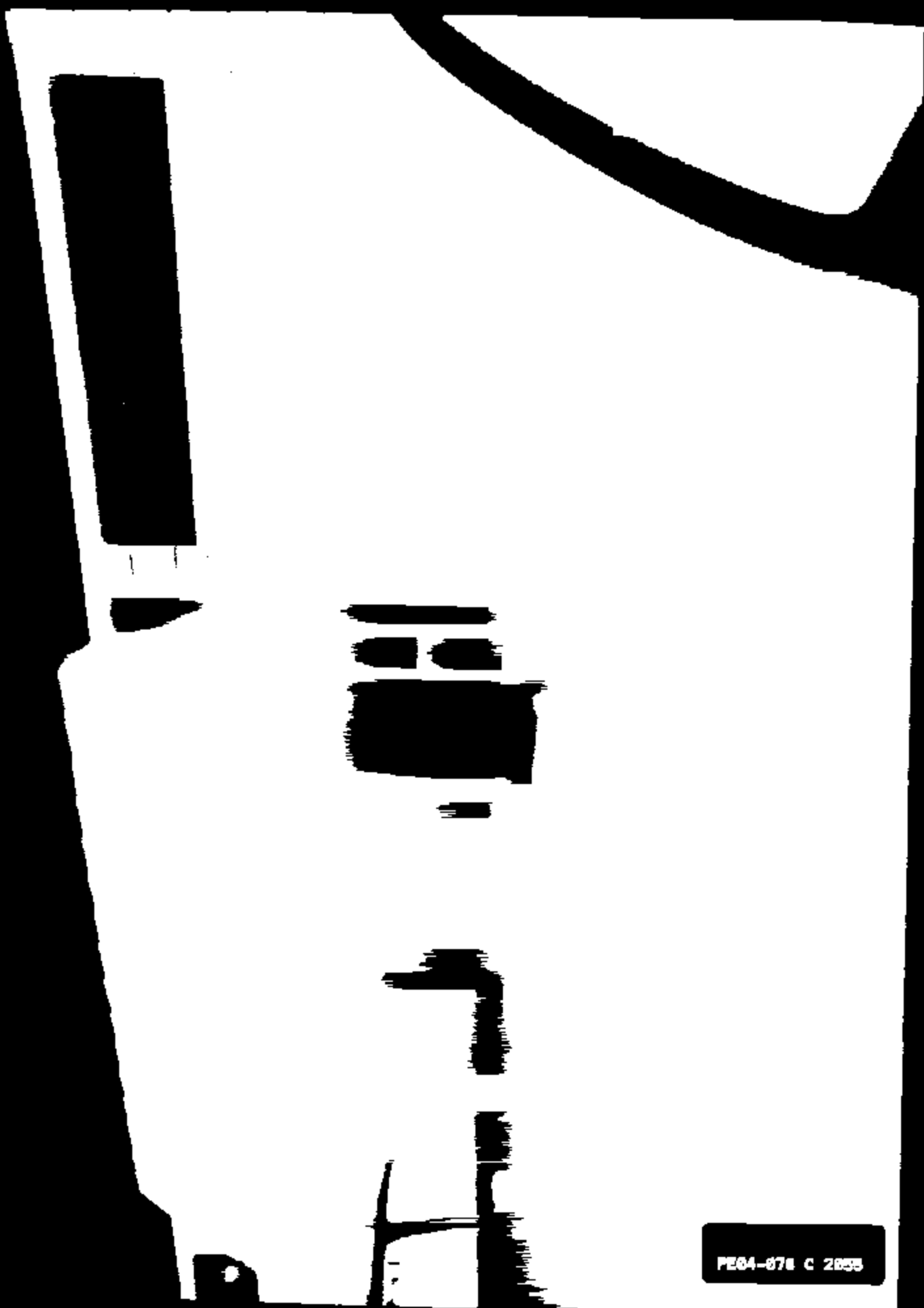
D/OE: _____ Claim#: _____

Instructions: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25

FE84-878 C 2853

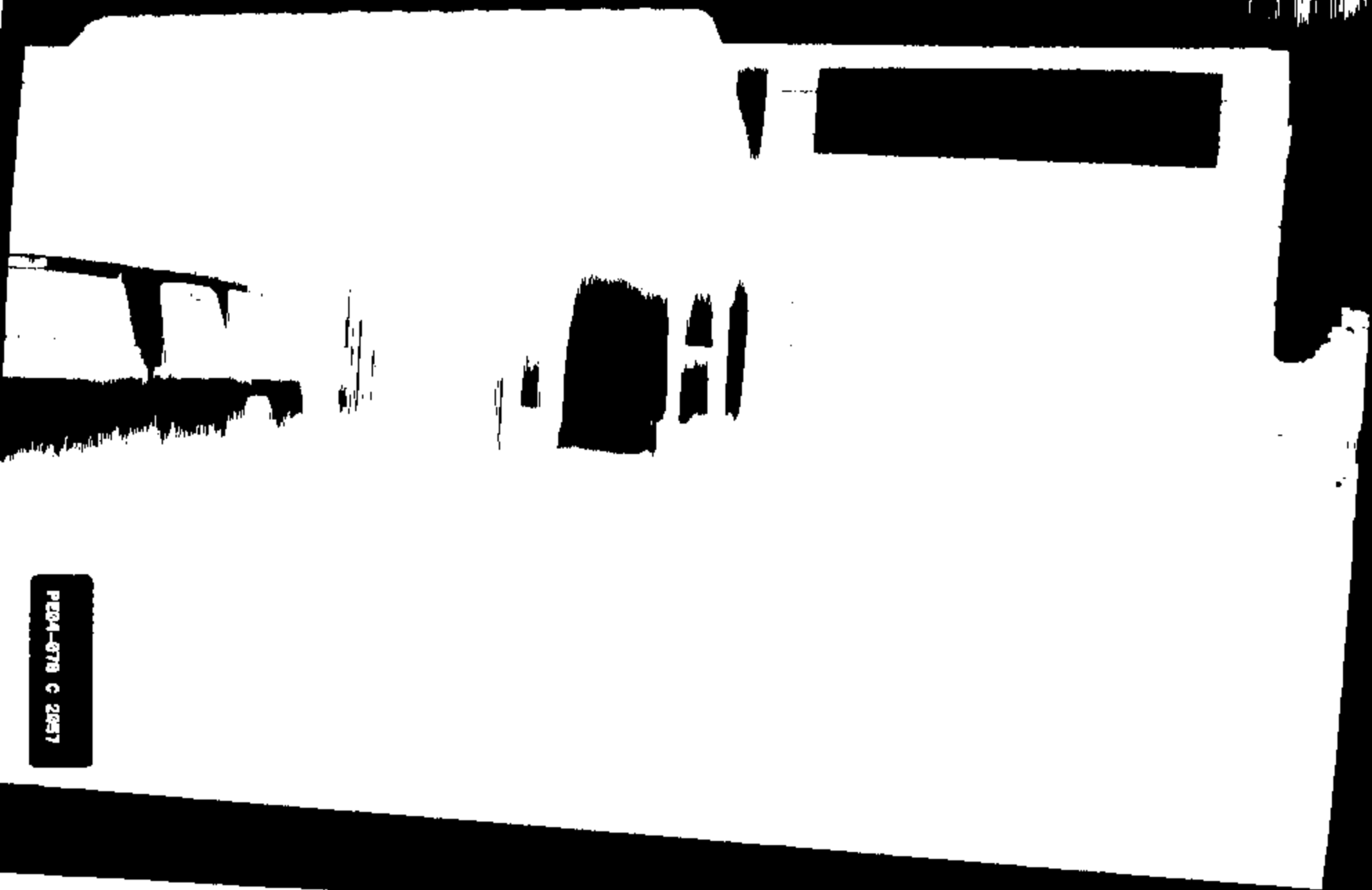


PE34-878 C 2854





PERA-87B C 2826



PI204-878 C 2897

State Farm Insurance Companies

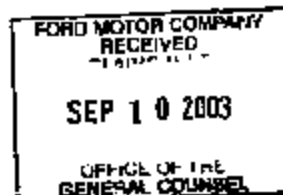


RECEIVED
SEP 10 2003

Florida Zone
Fire Department Subrogation
7401 Cypress Garden Boulevard
Post Office Box 9886
Winter Haven, FL 32883-9886

September 2, 2003

Ford Motor Company
Attn: Howard E. Keys
Manager Product Claims Department
Parklane Tower West Suite 400
3 Parklane Blvd
Dearborn, MI 48126



RE: Claim Number: [REDACTED]
Date of Loss: 05/19/03
Total amount: \$2,680.00
Insured: [REDACTED]

Dear Sir or Madam:

We are writing to you regarding the loss sustained by our insured. Our investigation indicated that you are responsible for this loss. By virtue of our payment, we are entitled to recover from the responsible party.

If you have liability insurance, please refer this letter to your insurance company and inform us of your insurer's name, their address, and your policy number. If you do not have insurance, please respond to us regarding your position on this matter.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the customer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Your cooperation is appreciated.

Sincerely

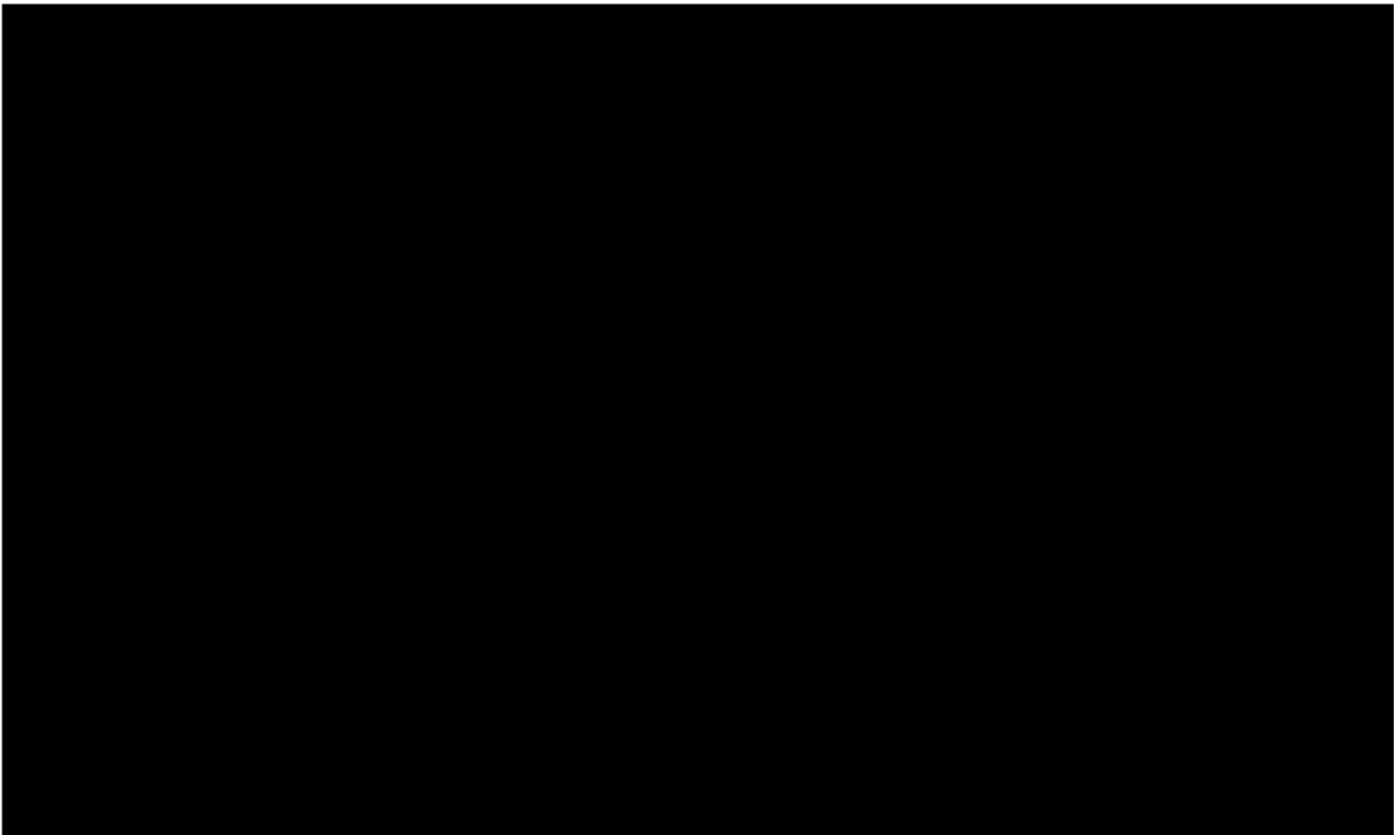
Jack Wilson
Claim Representative
State Farm Florida Insurance Company
(888) 756-4449 ext. 3266

- F102
- 5/19/03
- # 2,680.
- [initials]

Enclosure

SUB-1

FE04-078 C 2058



IN THE COUNTY COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

Case No:

04-17358

[REDACTED]
Plaintiff,

vs.

FORD MOTOR COMPANY

Defendant.

A TRUE COPY

PROPERTY DAMAGE SUBROGATION COMPLAINT

GENERAL ALLEGATIONS

COMES NOW Plaintiff, [REDACTED]

[REDACTED] and sues Defendant, FORD MOTOR COMPANY, and for grounds alleges as follows:

1. This is an action for an amount which does not exceed \$15,000.00 and as such is within the jurisdiction of this court.
2. Plaintiff is a corporation that is duly authorized to issue insurance policies in the State of Florida.
3. Upon information and belief, Defendant, FORD MOTOR COMPANY is a foreign corporation authorized to do and doing business in Broward County, Florida.
4. At all times material hereto, plaintiff insured [REDACTED] under a policy of insurance which covered, among other things, damages to the insured's vehicle more particularly described as a 2000 Ford F150 pick-up.
5. At all times material hereto, Defendant, FORD MOTOR COMPANY, was in the business of designing, engineering, manufacturing, assembling, inspecting, testing, distributing and servicing

automobiles and more specifically, the 2000 Ford F-150 which belonged to the plaintiff's insured.

6. At the time of the purchase, Defendant, FORD MOTOR COMPANY, impliedly warranted that the product was free from defects, that it was of commercial quality and that it was reasonably fit for its specific purpose.

7. All written warranties are in the possession of the defendant.

8. On or about 11-27-2003, the above mentioned product, without warning to the plaintiff's insured, caught on fire while the Plaintiff's insured was operating said vehicle in a normal and reasonable manner, subsequently, the vehicle was extensively damaged.

9. The vehicle was in an unreasonably dangerous condition in that it was subject to and did in fact malfunction while in normal use and without warning and notice to the plaintiff's insured. In that there was a defect in fuel vapor control valve so that same emitted vapors that leaked and caused a fire.

10. Said product was manufactured, assembled and sold in this defective condition.

11. As a direct and proximate result of the defendant's breach of implied warranty, plaintiff's insured was damaged.

12. As a result of this incident, plaintiff was required to pay their insured the sum of \$14,065.25 (inclusive of a \$250.00 deductible) and is legally subrogated to their insured's rights to the extent of said payment.

13. Plaintiff and plaintiff's insured notified the defendant of the breach within a reasonable time after discovery of same and has otherwise complied with all conditions precedent to bringing a claim against the defendant.

14. Plaintiff is entitled to prejudgment interest on all liquidated damages from the date of

the payment to or on behalf of its insured.

COUNT I-BREACH OF IMPLIED WARRANTIES

15. Plaintiff realleges paragraphs 1 through 14 and further alleges.

16. Defendant, FORD MOTOR COMPANY, designed, engineered, manufactured, labeled, assembled and distributed the product as mentioned above.

17. Defendant, FORD MOTOR COMPANY, warranted that the product was free from defects, that it was of merchantable quality and that it was reasonably fit for its specific purpose. Further Defendant, FORD MOTOR COMPANY, had full knowledge that consumers would rely upon the safety and reliability of the product.

18. Defendant, FORD MOTOR COMPANY, breached its implied warranty of merchantability in that the product was unsafe and unfit for its obvious and intended purpose as evidenced by its malfunction and that as a result of this unsafe and unfit condition the property of the insured was extensively damaged.

19. As a direct and proximate result of the breach of its implied warranties, plaintiff's insured's property was damaged.

20. All written warranties are in the possession of the Defendant, FORD MOTOR COMPANY.

21. Plaintiff is a direct beneficiary of the above warranties.

22. As a direct and proximate result of the Defendant's breach of the implied warranties, the plaintiff was damaged.

WHEREFORE plaintiff demands judgment against the Defendant, FORD MOTOR COMPANY, in the amount of \$14,065.25 as well as court costs, interest and all other relief deemed

just and proper.

**COUNT II-BREACH OF IMPLIED WARRANTY OF
FITNESS FOR A PARTICULAR PURPOSE**

23. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

24. Defendant, FORD MOTOR COMPANY, designed, engineered, manufactured, labeled, assembled and distributed the product as described above.

25. Defendant, FORD MOTOR COMPANY, impliedly warranted the product was of merchantable quality and reasonably fit for the specific purpose for which it was sold.

26. Plaintiff and plaintiff's insured relied on the defendant's warranties that the product was free from defects, was of commercial quality, and was reasonably fit for its specific purpose.

27. Plaintiff and plaintiff's insured are direct beneficiaries of the warranty.

28. Defendant, FORD MOTOR COMPANY, breached its implied warranty of fitness for a particular purpose in that the product was unsafe and unfit and it malfunctioned when in its normal use.

29. As a direct and proximate result of the defendant's breach of its implied warranty of fitness for a particular purpose, plaintiff and plaintiff's insured suffered damages as described above.

WHEREFORE plaintiff demands judgment against the Defendant, FORD MOTOR COMPANY for damages in the amount of \$14,065.25 as well as court costs interest and all other relief deemed just and proper.

COUNT III-STRICT LIABILITY IN TORT

30. Plaintiff realleges paragraph 1 through 14 as if fully set forth herein and would further allege:

31. Defendant, FORD MOTOR COMPANY, is in the business of manufacturing or selling products, specifically, the product as described in this Complaint.

32. The product was placed on the market, and in plaintiff's insured's possession with knowledge by the Defendant, FORD MOTOR COMPANY, that it would be used without inspection for defects.

33. The product was defective and unreasonably dangerous in that without warning to the plaintiff's insured, the product malfunctioned and caused the damages described in this Complaint.

34. The defect described in this complaint caused the damages.

35. The plaintiff and the plaintiff's insured suffered the damages described in this complaint as a direct and proximate result from the defendant's actions described in this complaint.

WHEREFORE plaintiff demands judgment against the Defendant, FORD MOTOR COMPANY, in the amount of \$14,065.25 as well as court cost, interest and all other relief deemed just and proper.

COUNT IV- NEGLIGENCE

36. Plaintiff realleges paragraphs 1 through 14 and further alleges:

37. Defendant, FORD MOTOR COMPANY, negligently and carelessly designed, engineered, assembled, manufactured and distributed the above described product in violation of good and accepted engineering and industry practices. The Defendant, FORD MOTOR COMPANY, was further negligent by designing and manufacturing the above described product so that it was prone to damage when in its normal use.

38. Plaintiff's insured was a foreseeable plaintiff based on their dealings with the defendant.

WHEREFORE plaintiff demands judgment against the Defendant, FORD MOTOR COMPANY, in the amount of \$14,065.25 as well as court costs, interest and all other relief deemed just and proper.

COUNT V-NEGLIGENT FAILURE TO WARN

39. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

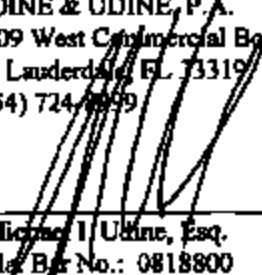
40. Defendant, FORD MOTOR COMPANY, negligently and carelessly designed, engineered, assembled, manufactured and distributed the above described product and failed to warn that the product would malfunction during the normal course of use.

41. Defendant knew or should have known of the defective and dangerous condition of the 2002 pick up truck and had a duty to issue a recall of said product.

42. As a direct and proximate result, the plaintiff was damaged as mentioned above.

WHEREFORE plaintiff demands judgment against the Defendant, FORD MOTOR COMPANY, in the amount of \$14,065.25 as well as court costs, interest and all other relief deemed just and proper.

UDINE & UDINE, P.A.
6209 West Commercial Boulevard
Ft. Lauderdale, FL 33319
(954) 724-8899

By 
Michael I. Udine, Esq.
Fla. Bar No.: 0818800



Allstate.
You're in good hands.

P

Certified Mail # 7001 2510 0006 0614 2559

August 31, 2004

Ford Motor Company
Parklane Towers West, Suite 300
3 Parklane Blvd
Dearborn, MI 48126-2568

493086 *el*
4/04

RE: Claim #: [REDACTED]
Our Insured: [REDACTED]
Loss Date: 11/27/03
Amt. of Claim: \$14565.25

RECEIVED SEP - 8 2004

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 shortly after being parked. Loss was determined to be due to the ignition of fuel vapors leaking from the fuel vapor control valve. There was also another vehicle damaged by the fire, claim # [REDACTED]

Our statement of defect: Strict Liability
Location of evidence: Copart, Ft Pierre, FL 772-461-6110, Lot # 871884
Manufacturer: Ford
Model: F150
Year: 2000
VIN: 1FTZX1727YK [REDACTED]

The following information is attached:
Check copies
Supporting paperwork
Police and Fire department reports
C&O report and photos

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

Sincerely,
David Laughlin
David Laughlin, SCLA
Subrogation Senior Service Representative

WSD/11/09
ESP - NO
NO F150
FL - 4 YRS
EXP - 9/1/03
ECO

Roanoke National Subrogation Claims Center
3800 Electric Road, Suite 301, PO Box 21160, Roanoke, VA 24018
Phone: 1-800-776-2615 or (540) 969-2600 Fax: (540) 980-2640 or (540) 776-3503
Hours: 8:00 AM - 4:30 PM EST Monday - Friday

PE04-876 C 2966

Canno, Tony 9516

Classification Fire				Incident Type Other: Detail in Description			
Reported Date/Time 11/27/03 21:39	Day Thursday	To 11/27/03	Day Thursday	Time 21:39	To 21:00	Original / Supplement Original	
Location POMPANO BEACH FLORIDA							
Case No. 111	App. Form Other	Language Code Public - Parking Lot					
<input type="checkbox"/> Juvenile		<input type="checkbox"/> Hate Crime		<input type="checkbox"/> Domestic Violence		<input type="checkbox"/> Truancy	
<input type="checkbox"/> Gang		<input type="checkbox"/> Crimes Against Elderly (Special Enforcement Code)		Report Date 11/27/03	Report Time 21:06	Dispatched 21:06	Arrived 21:14
Associated Forms Affidavit <input type="checkbox"/>		PO / Transcript <input type="checkbox"/>		Property Receipt <input type="checkbox"/>		Vehicle Storage <input type="checkbox"/>	
# Offense Offense Code				Physical Evidence Physical Evidence		Release Case Number Release Case Number	
# Victim 2				PO/NOI, COP PO/NOI, COP		Notes Notes	
# Charges Law #				Labels Labels			
# Vehicle Related Comments							
# Vehicle Status 							
Full Legal Name of Victim/Business 			Victim/Business Home Address 			Victim/Business Phone 	
City/Business Address 							
Case Type Crime							
Sex Male		DOB 		Religion None		Ethnicity Non Hispanic Origin	
City POMPANO BEACH FLORIDA							
Page Number 		Officer Number 		E-Mail Address 			
Work Address 							
Employment / School 				Occupation / Class 			
Employment Address 							
Residence Type City		Residence Status Full Year		Drug Influence No		Alcohol Influence No	
Relationship to Offender N/A		Reason of Injury None		Injury Type N/A		ICD Type N/A	
Case Type Crime				Middle Name 			
Sex Female		DOB 		Religion None		Ethnicity Hispanic Origin	
City POMPANO BEACH FLORIDA							
Page Number 		Officer Number 		E-Mail Address 			
Work Address 							
Employment / School 				Occupation / Class 			
Employment Address 							
Residence Type City		Residence Status Full Year		Drug Influence No		Alcohol Influence No	
Relationship to Offender N/A		Reason of Injury None		Injury Type N/A		ICD Type N/A	

District XI (PMB) 11_A028550

Canon, Terry 9518

Style Code Chox Specify		Damage Code Fire		Method of Theft N/A		Vehicle Type Truck/Van																	
Plate PORD F15H		Weight F150		Style Code Hardtop		VIN 1FTZK17Z7YH																	
Tag State Florida	Tag Year 04	Serial #	Tag Type	Color To Gold		Color From Gold																	
Estimated Value No	Keys Locked Yes	Windows Cracked Yes	Vehicle Name	Security Device	TECHNIC																		
Relationship to Vehicle OWNER		Special Features		Component Stolen																			
Relationship to Vehicle		Special Features		Component Stolen																			
Relationship to Vehicle		Special Features		Component Stolen																			
Insurance Co. Name, Address, Phone				Policy #																			
Lease Agency Name, Address, Phone																							
Serial Number		Tread Depth		Fuel Meter		Seat Type																	
Recovery Location		Recovery Address		Date Recovered		Value Recovered																	
Inventory Code		Supplier Reporting Agency		Report Number																			
Police Unit	Vehicle Classification	Antismash Placed By / NCP/Inspector #																					
Towing Company Name				Towing Company Address, Phone																			
<table border="1"> <tr> <td>Passenger Type</td> <td>Last Name</td> <td>First Name</td> <td>Sex</td> <td>DOB</td> <td>Age</td> <td>Class</td> <td>License</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>								Passenger Type	Last Name	First Name	Sex	DOB	Age	Class	License								
Passenger Type	Last Name	First Name	Sex	DOB	Age	Class	License																
Home Phone		Pager Number		Cellular Number		E-Mail Address																	
Large Address and Please if different																							
Other Contact Name, Address, Phone																							
Employment / School				Occupation / Grade																			
Employment Address						Work Phone																	
Residence Type		Residence Status		Drug Influence		Alcohol Influence																	
						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																	
Relationship to Offender		Extent of Injury		Injury Type		Injury Type																	
Home Phone		Pager Number		Cellular Number		E-Mail Address																	
Large Address and Please if different																							
Other Contact Name, Address, Phone																							
Employment / School				Occupation / Grade																			
Employment Address						Work Phone																	
Residence Type		Residence Status		Drug Influence		Alcohol Influence																	
						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																	
Relationship to Offender		Extent of Injury		Injury Type		Injury Type																	
VIA Legal Report at Victim Statement				Victim Business Name (if any)		Victim Business Phone																	
VIA Business Address																							

Carro, Tony 8518

Vehicle Make Other: Specify		Damage Code Fire		Method of Theft N/A		Vehicle Type Truck/Van	
Year 1999	Make SUZUKI	Model 	Color Hardtop	VIN J63TE62U3K4			
Tag State Florida	Tag Year 04	Overhead 	Tag Type 	Color Tag Red			
Completed Tagged No	Keys in Ignition No	Overhead Locked Yes	Wipers Overhead Yes	Vehicle Alarm 	Security Device 	PGC/OC P 	Color Banner Red
Relationship to Vehicle Owner		Special Features Overhead		Compartments Sequestered 			
Relationship to Vehicle 		Special Features 		Compartments Sequestered 			
Relationship to Vehicle 		Special Features 		Compartments Sequestered 			
Intersect On: Name, Address, Phone 				Pinkey # 			
Officer Name, Address, Phone 							
Vehicle Make		Year/Length		Fuel System		Registration	
Vehicle Model		Registration Agency		Date Registered		VIN	
Vehicle Code		Original Reporting Agency		Report Number			
Vehicle Make		Vehicle Description		Authorizations Placed by TMC/Trucklog #			
Trucking Company Name				Trucking Company Address, Phone			
[REDACTED]							
Person Type		Last Name		First Name		Middle Name	
Sex		DOB		Age		Emergency	
Home Address							
Home Phone		Pager Number		Cellular Number		E-Mail Address	
Local Address and Phone if different							
Original Name, Address, Phone							
Workplace / School				Department / Name			
Workplace Address							
Work Type		Residency Status		Drug Influence		Alcohol Influence	
Relationship to Offender		Nature of Injury		Injury Type		Injury Type	
Person Type		Last Name		First Name		Middle Name	
Sex		DOB		Age		Emergency	
Home Address							
Home Phone		Pager Number		Cellular Number		E-Mail Address	
Local Address and Phone if different							
Other Contact Name, Address, Phone							
Employment / School				Department / Name			
Workplace Address							
Work Type		Residency Status		Drug Influence		Alcohol Influence	
Relationship to Offender		Nature of Injury		Injury Type		Injury Type	
Agency Name of Victim Business				Victim Business Name/DOB		Victim Business Phone	
Victim Business Account							

[REDACTED]

On this date and time the undersigned deputy responded to 3500 W Atlantic , reference to a car fire. Upon arrival fire rescue was met with. A 2000 Ford F150 was on fire , and was successfully put out by the fire dept. A 1999 Suzuki which was parked next to the F150 received minor damage from the fire. The damage was to the left rear of the Suzuki. The Ford was completely totaled. The owner of the Ford [REDACTED] advised she arrived home with her family at approx 2030 hrs . They noticed a burning smell but did not think it was anything. Then around 2100hrs they noticed the vehicle on fire. The owner of the [REDACTED] was also on scene. she is the mother of [REDACTED]

The fire dept ruled the fire as electrical. The victims were advised to call there insurance companies when possible.



x *[Signature]* 7224
 Supervisor

Incident Report
2003-0319238-00

City of Pompano Beach Fire Dept.

Basic

Alarm Date and Time	20:58:31	Thursday, November 27, 2003
Arrival Time	21:04:55	
Controlled Date and Time		
Last Unit Cleared Date and Time	21:58:46	Thursday, November 27, 2003
Response Time	0:06:24	
Priority Response	Yes	
Completed	Yes	
Reviewed	Yes	
Fire Department Station	52	
Shift	C	
Incident Type	131 - Passenger vehicle fire	
Aid Given or Received	N - None	
Alarms	1	
Action Taken 1	11 - Extinguish	
Apparatus - Suppression	4	
Personnel - Suppression Personnel	7	
Property Loss	\$18,000.00	
Contents Loss	\$0.00	
Property Value	\$18,000.00	
Contents Value	\$0.00	
Property Use	962 - Residential street, road or residential driveway	
Location Type	Address	
Address	[REDACTED]	
City, State Zip	PB, FL [REDACTED]	
District	5204	

Person Involved/Property Owner - [REDACTED]

Owner	Yes
Last Name	[REDACTED]
First Name	[REDACTED]
Street Address	[REDACTED]
City, State Zip	PB, FL [REDACTED]
Phone	[REDACTED]

Fire

Area of Origin	13 - Engine area, running gear, wheel area
Heat Source	12 - Radiated, conducted heat from operating equipment
Item First Ignited	10 - General materials, other
Cause of Ignition	2 - Unintentional
Hazard Factors	None
Mobile Equipment Involved	3 - Involved in ignition and burned
Mobile Equipment Type	11 - Passenger car.
Mobile Equipment Make	FO - Ford
Mobile Equipment Model	F150
Mobile Equipment Year	2000
Mobile Equipment VIN	1FTZX1727Y [REDACTED]
Mobile Equipment License	H94 Z62
Mobile Equipment State	FL

Incident Report

City of Pompano Beach Fire Dept.

2003-0318238-0

Apparatus - E52

Apparatus ID	E52
Response Time	0:03:37
Apparatus Dispatch Date and Time	20:59:27 Thursday, November 27, 2003
En route to scene date and time	21:01:18 Thursday, November 27, 2003
Apparatus Arrival Date and Time	21:04:55 Thursday, November 27, 2003
Apparatus Clear Date and Time	21:08:46 Thursday, November 27, 2003
Apparatus priority response	Yes
Number of People	3
Apparatus Use	1
Apparatus Type	11 - Engine
Personnel 1	6362 - CORBISTERO, KEVIN Position: FFEMT
Personnel 2	4771 - MORALES, RONALD Position: DVREMT
Personnel 3	4296 - NIELSEN, CHERYL Position: LT MEDIC

Apparatus - SQ61

Apparatus ID	SQ61
Apparatus Dispatch Date and Time	20:59:28 Thursday, November 27, 2003
Apparatus Clear Date and Time	21:00:15 Thursday, November 27, 2003
Apparatus priority response	Yes
Apparatus cancelled after dispatch	Yes
Number of People	1
Apparatus Use	1
Apparatus Type	60 - Support apparatus, other
Personnel 1	1793 - BRANTLEY, ROBERT Position: FFEMT

Apparatus - R52

Apparatus ID	R52
Response Time	0:00:03
Apparatus Dispatch Date and Time	21:07:58 Thursday, November 27, 2003
En route to scene date and time	21:08:00 Thursday, November 27, 2003
Apparatus Arrival Date and Time	21:08:03 Thursday, November 27, 2003
Apparatus Clear Date and Time	21:20:02 Thursday, November 27, 2003
Apparatus priority response	Yes
Number of People	3
Apparatus Use	1
Apparatus Type	76 - ALS unit
Personnel 1	6661 - OLSEN, ROBERT Position: FFEMT
Personnel 2	6704 - SIROTA, STEVEN A Position: FFMEDIC
Personnel 3	6889 - LETO, JAMES Position: FFEMT

Apparatus - I63

Incident Report

City of Pompano Beach Fire Dept.

2003-0319238-00

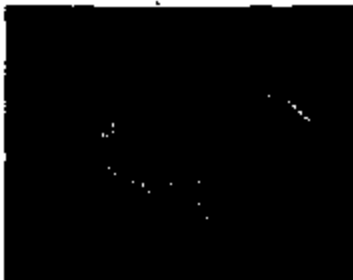
Apparatus - 163	
Apparatus ID	163
Response Time	0:06:24
Apparatus Dispatch Date and Time	20:58:31 Thursday, November 27, 2003
En route to scene date and time	20:58:31 Thursday, November 27, 2003
Apparatus Arrival Date and Time	21:04:55 Thursday, November 27, 2003
Apparatus Clear Date and Time	21:56:46 Thursday, November 27, 2003
Apparatus priority response	Yes
Apparatus Use	1
Apparatus Action Taken 1	11 - Extinguish
Apparatus Type	92 - Chief officer car

Authority	
Reported By	4296 - NIELSEN, CHERYL 22:30:08 Thursday, November 27, 2003
Officer in Charge	4296 - NIELSEN, CHERYL 14:08:35 Saturday, December 6, 2003
Reviewer	3490 - WOLVERTON, LARRY 14:08:36 Saturday, December 6, 2003

Narratives	
Narrative Name	CAD Narrative
Narrative Type	CAD Narrative
Author	-
Narrative Text	F0319238 251 MISC FIRE CALLS OASIS AT PALM AIRE UNIT TYPE(S) NOT AVAILABLE FOR RECOMMENDATION: HAZMAT >>>> BY: SHARI
Narrative Name	LT 52
Narrative Type	Incident
Narrative Date	22:14:41 Thursday, November 27, 2003
Author	4296 - NIELSEN, CHERYL
Author Rank	LT MEDIC
Author Assignment	1
Narrative Text	E-52 RESPONDED TO A CAR FIRE AT THIS LOCATION. ON ARRIVAL FOUND VEHICLE FULLY INVOLVED IN FIRE AND 1 CAR AS SOUTH A EXPOSURE. FIRE EXTINGUISHED AND EXPOSURE COOLED. OWNER STS HE CAME HOME APPROX 30 MIN AGO. STS HE SMELLED SMOKE OR SOMETHING IN AC ON HIS WAY HOME FROM DEERFIELD AND HE SHUT THE AC OFF. STS WHEN HE ARRIVED HOME HE PARKED THE CAR AND WENT IN HIS HOUSE. A NEIGHBOR, MIKE ROGERSON, STS HE HEARD AN EXPLOSION AND WHEN HE LOOKED OUTSIDE HE SAW THE CAR ON FIRE AND CALLED 911. BSO ON SCENE. FIRE DETERMINED TO BE SOME TYPE OF ENGINE , ELECTRICAL OR MECHANICAL FAILURE. EXPOSURE VEHICLE: 1999 SUZUKI VITARA VIN#J53TE62V3J OWNER: [REDACTED]

Narratives
POMPANO, FL 33069

End of Report



NATIONWIDE

ARBITRATIONS & INSPECTIONS

INSURED

:



CLAIM NUMBER

:



PREPARED FOR

:

Millie Henningson

COMPANY

:

Allstate

Claim Number:

Purpose of the Assignment:

The purpose of this assignment was to determine the origin and cause of a fire in the below referenced 2000 Ford F150 pick-up truck, hereafter referred to as the subject truck, that reportedly occurred approximately 20 minutes after it had been parked.

Preliminary Remarks:

Master ASE certified technician and Certified Vehicle Fire Investigator, Richard Metzger, Florida investigator license number [REDACTED] arrived at Copart, [REDACTED] Center Road, Ft. Pierce, Florida on January 28, 2004 at approximately 1:15 PM to commence the field inspection of the subject truck. The receptionist informed the Inspector that control number 871884 had been assigned to a 2000 Ford pick-up truck which had been placed in row H, stall 80 in the yard.

The following are results of the inspection.

Description of the Truck:

The subject truck was a gold-colored, four-door, 2000 Ford F150 extended-cab pickup truck and was positively identified by the V.I.N. 1FTZX1727YH [REDACTED]. The subject truck did not carry a license plate at the time of the inspection. The current in-service mileage could not be established because the instrument cluster had been consumed by the fire.

Inspection of the Exterior:

The exterior of the truck was examined to determine the extent of the total damage and to identify the specific area(s) of the most intense or severe damages including an examination of the truck's undercarriage. The rear bumper had been removed prior to the inspection. The subject truck had sustained severe fire damage to the front end. The aluminum hood panel had melted along with the windshield. The roof was fire-scorched, void of paint and the unprotected metal was rusted from exposure. The grille and both headlight assemblies had been consumed. Both front fenders, the cowl panel and the exposed radiator support were fire-scorched and void of paint. The radiator and air-conditioning condenser cores were missing and presumed to have melted during the fire. Both front tires had been consumed, with only the metal cords remaining wrapped around the rims. The chrome on the front rims and the front bumper was heat-discolored; but it remained intact. All of the glass in the cab had either melted or shattered as a result of the fire. The front sections of the front-doors were fire-scorched and void of paint. The remainder of the truck, including the shell on the bed, was intact.

Inspection of the Passenger Compartment:

This engine compartment fire apparently migrated into the passenger compartment over the cowl and through the windshield opening. The numerous access holes in the



dashboard support panel afforded a path for this fire to enter the passenger compartment, as well. Most of the combustible materials in the passenger compartment were melted or had been consumed. The entire dashboard, including the instrument cluster, had been consumed. The front and rear seat material was burned away, which exposed the seat frames, now rusted from exposure. The interior metal panels and the underside of the roof were fire-scorched and mostly void of paint. There was a large amount of debris that had melted and dropped down on the floor suggesting that this fire did not originate from under the truck.

Inspection of the Engine Compartment:

All of the mechanical, electrical, fuel and fluid components in the engine compartment and on the engine were examined for evidence of electrical shorting, fuel or fluid leaks, physical damages or pre-fire damages. The subject truck was equipped with a 4.2-liter, fuel-injected, V8 engine and a five-speed manual transmission. This fire consumed most of the combustible materials in the engine compartment. All of the wires routed throughout the engine compartment were void of insulation. The sheet metal in the engine compartment was mostly void of paint. Most of the heavier fire-scorching damages were evident on the sheet metal and upper portions of the components mounted in the engine compartment. The cowl panel was fire-scorched across its entire length; however, the deepest burn area was visible directly above the power brake booster. The annealing on the top of the brake booster had been exposed to intense heat and had been obliterated, leaving the unprotected metal on the top of the booster rusted. The annealed finish remained on the metal on the lower metal portions of the booster. The upper right side of the brake booster was fire-scorched and the unprotected metal was rusted from exposure as well. The air filter housing, inlet pipe and the power steering reservoir, mounted above the left valve cover, had been consumed. Both of the valve covers have been partially consumed, exposing the rocker arms on the top of the cylinder head. The brake master cylinder housing and fluid reservoir had both melted. The inner wire strands that make up the battery cables and the cable ends remained intact with no melted, beaded or fused wires to indicate irregular electrical activity had occurred. The power cables routed to the alternator and the power distribution center were all intact, though void of their insulation. The battery and its plastic support tray were missing and presumed to have fallen down to the ground during the fire. The inspector noted that the inner fender was heat-warped and bent downward where the battery was normally mounted. The fuel vapor control valve is normally mounted directly above the right side of the power brake booster on the cowl panel. This valve operates when there is excessive fuel and/or vapors in the fuel tank vent system and sends the excess to the charcoal canister, mounted at the left rear corner of the frame, under the bed. The vapor control valve, according to the service manual electrical schematic, only operates when the key is in the "on" or "run" positions. The inspector found two wires, lying on the left side of the brake booster that were melted and beaded on the ends. The inspector traced these two wires back to where they merged with the main wiring harness. Based on the location of the aforementioned wires, it is suspected they were previously connected to the hood light, which is mounted directly above the vapor control valve when the hood is in the closed position. The inspector noted



the hood light switch for this model vehicle has power and ground at all times, even when the ignition is in the "off" position.

Inspection of the Undercarriage:

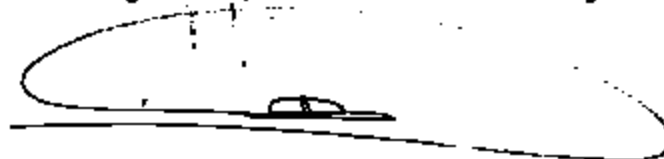
The subject truck was raised in the air with the aid of a forklift to facilitate an inspection of the undercarriage. The inspector verified that there was insufficient damage sustained to the undercarriage and components mounted on the truck's undercarriage to indicate the fire had originated from under the truck. It was noted that the transmission, shifter, transmission crossmember and the front section of the exhaust pipe, including the catalytic converter were missing and presumed to have been removed subsequent to this fire's occurrence evidenced by the lack of burn damages sustained where the aforementioned components had previously been mounted. The front portion of the frame rails, the main engine cross member and the front suspension components were fire-scorched. The remainder of the undercarriage was void of fire damage. Indicating this fire originated in the engine compartment area.

Conclusion:

It is the opinion of the lead investigator that the fire in the subject truck originated in the engine compartment and was caused by the ignition of fuel vapors. Based on the location of the damages sustained and flame patterns, it appears the fuel vapor control valve had been leaking/venting fuel in the engine compartment. This leaking fuel created fuel vapors, which accumulated along the underside of the hood, penetrated the energized hood light switch and subsequently ignited to become the origin of this fire loss.

Comments and Recommendations:

Nationwide Inspections, Inc., recommends Ford Motor Company be placed on notice for potential liability for damages sustained as a result of this fire loss since the fire appears to have been caused by a flawed fuel vapor control valve, which is only a switching device and was not designed to vent or leak fuel vapors. Nationwide Inspections, Inc., reserves the right to review any additional information, evidence, etc. as it becomes available and to amend this report and its findings further, should it become necessary.



Supervisor

Attachments.





ALLSTATE INSURANCE COMPANY
P.O. BOX 168288
IRVING TX 75016

01/28/04

(800) 374-4246

FORD MOTOR COMPANY
POBOX 6248 MD 3NE-B
DEARBORN MI 48126

OUR INVESTIGATION INDICATES THAT YOUR INSURED WAS RESPONSIBLE FOR THIS LOSS.

SINCE WE HAVE ALREADY MADE A SETTLEMENT WITH OUR POLICYHOLDER, THE CLAIM HAS BEEN ASSIGNED TO US. COPIES OF THE FINAL PAPERS RELATING TO THE LOSS ARE ENCLOSED.

PLEASE ACCEPT THIS LETTER AS NOTICE OF OUR SUBROGATION CLAIM. PLEASE FORWARD YOUR PAYMENT WITH OUR CLAIM NUMBER TO:

ALLSTATE PAYMENT PROCESSING CENTER
P.O. BOX 227257
DALLAS, TX, 75222-7257

DIRECT ANY OTHER CORRESPONDENCE TO THE ADDRESS AT THE TOP OF THIS LETTER.

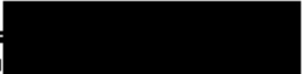
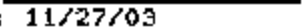
SINCERELY,

SUBROGATION CLAIM REP

ALLSTATE INSURANCE COMPANY

CBF:G

YOUR FILE NO. : SELF INSURED
YOUR INSURED : FORD MOTOR CO CONSUMER AFFAIRS
ADDRESS : POBOX 6248 MD 3NE-B
DEARBORN MI 48126

OUR CLAIM NO. : 
OUR INSURED : 
LOSS DATE : 11/27/03

LOCATION : 

PONPANO BEACH FL

AMOUNT OF LOSS: \$14,065.00

PE04-078 C 2078



11

IN THE STATE COURT OF COBB COUNTY, GEORGIA, CIVIL ACTION #

PLAINTIFF: State Farm Mutual Automobile Insurance Company
(Our File #301-2413)

VS

DEFENDANT: Ford Motor Company

2004A 10996-3

COMPLAINT FOR TORT OF NEGLIGENCE (PRODUCT LIABILITY)

STATEMENT OF FACTS

State Farm Mutual Automobile Insurance Company (hereinafter referred to as "Plaintiff") files this Complaint for damages against Defendant Ford Motor Company, and respectfully shows the Court as follows:

1. Defendant Ford Motor Company (hereinafter referred to as "Defendant") is a foreign profit business corporation registered to do business in the State of Georgia. Said Defendant may be served with process through its registered agent in the State of Georgia to-wit: Corporation Process Company, 180 Cherokee Street, N.E., Marietta, Cobb County, Georgia 33060.

2. Defendant designed, tested, manufactured, assembled, inspected, marketed, distributed and warranted a 2000 Ford F-150 XLT 4 door pickup, VIN: 1FTRX17L9YK [REDACTED] (hereinafter "said product") prior to September 18, 2004.

3. Said product was purchased in the stream of interstate commerce prior to September 18, 2004 by D.L. Dobbs/Daniel Dobbs (hereinafter "Plaintiff's Insured").

4. Thereafter, Plaintiff's Insured used said product for its intended purpose without abuse and without modification.

5. On or about September 18, 2004, said product caught fire and burned due to the failure of the cruise control disconnect switch (hereinafter "said defective part").

6. As a result of the casualty described in the previous paragraph, property owned by Plaintiff's Insured was damaged in the amount of \$13,665.50 (salvage is undetermined).

7. Subsequent investigation revealed that Defendant had negligently designed; negligently tested; negligently manufactured; negligently assembled; negligently inspected; negligently marketed; negligently distributed said product in a defective condition at the time of first distribution and sale for use.

8. Subsequent investigation revealed that Defendant's negligence described in the previous paragraph was the proximate cause of the casualty described above and of the damages described above.

9. As a result, Defendant is liable as tort feasor in the amount of \$13,665.50 (salvage is undetermined) for damages caused by the

defective part.

10. Plaintiff is subrogated to all rights and interest in the claim against Defendant as a result of making payments to Plaintiff's Insured under a policy of insurance.

11. Plaintiff has served Defendant a copy of: (a) Plaintiff's First For Admissions To Defendant; (b) Plaintiff's First Interrogatories to Defendant; and, (c) Plaintiff's First Request For Production of Documents To Defendant with the summons and complaint pursuant to O.C.G.A. 9-11-4(a)-(g).

12. Plaintiff has served Defendant a copy of: (a) Notice of Plaintiff's Desire To Settle This Litigation; (b) Notice of Plaintiff's Intention To Seek Attorney's Fees In The Event of A Default By Defendant; (c) Notice of Plaintiff's Intention To Seek Interest; (d) Notice of Service of Discovery Materials; and, (e) Notice of Conditional Stipulation For Extension of Time For Defendant with summons and complaint pursuant to O.C.G.A. 9-11-4(a)-(g).

**COUNT A: TORT OF NEGLIGENT DESIGNING; NEGLIGENT TESTING;
NEGLIGENT MANUFACTURING; NEGLIGENT ASSEMBLY; NEGLIGENT INSPECTION;
NEGLIGENT MARKETING; AND, NEGLIGENT DISTRIBUTION**

13. Plaintiff herein incorporates by reference the allegations contained in paragraphs 1 through 12 as if set forth herein.

14. Plaintiff shows that said defective part in said product, which was designed, manufactured, distributed and sold by Defendant was in a defective condition at the time of the first distribution and sale for use. Plaintiff shows that the defective condition existing in said product included, but was not limited to:

a. A defective design of the defective part installed in said product.

b. The failure to warn and to continue to warn users, purchasers and registered owners of such products, by letter, recall notice, or other reasonable means, of the dangerous characteristics and properties of the defective part Defendant had a duty to exercise reasonable care to design, test, manufacture, assemble, inspect, market, and distribute safe products, so as to not subject purchasers or users or innocent third parties to an unreasonable risk of harm.

15. Defendant breached its duty to exercise reasonable care with respect to said product and defective part.

16. Defendant was negligent and acted in a willful and wanton manner in designing, testing, and/or manufacturing, inspecting, marketing, distributing and selling the installed defective part in

such a manner and in such condition as to make said product inherently dangerous and defective.

17. Defendant's defective product failed as a result of the negligence of Defendant described in this Count so that Defendant's negligence was the proximate cause of the incident and resulting damages described above in the STATEMENT OF FACTS section of Plaintiff's complaint; and, said incident and said damages was reasonable perceivable by Defendant at all times relative to Plaintiff's complaint.

COUNT B: STRICT LIABILITY OF DEFENDANT

18. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 17 as if fully set forth herein.

19. Defendant is strictly liable in tort to Plaintiff for the losses suffered by Plaintiff because the defective part installed in said product was defective when distributed and sold by Defendant, was not merchantable and was not reasonably suited to the use intended, said defective condition having existed at the time of sale. Specifically, Plaintiff shows that the defects existing in the defective part installed in said product include, but are not limited to, defects in design and engineering of the defective part installed in said product, defects which were unreasonably dangerous and pose an unreasonable risk of serious injury or death to the users of said product due to malfunctions of said product resulting from defective design and manufacture of the defective part.

20. Plaintiff further shows that Defendant failed to utilize economical and technically available safety design alternatives insofar as the design of the defective product is concerned.

21. Defendant's defective product failed as a result of the negligence of Defendant described in this Count so that Defendant's negligence was the proximate cause of the incident and resulting damages described above in the STATEMENT OF FACTS section of Plaintiff's complaint; and, said incident and said damages was reasonable perceivable by Defendant at all times relative to Plaintiff's complaint.

COUNT C: BREACH OF EXPRESS AND IMPLIED WARRANTIES BY DEFENDANT

22. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 20 as if set forth verbatim herein.

23. The defective part installed in said product was not merchantable, nor was it reasonably suited for the use intended, and as such, Defendant breached the express and implied warranties of

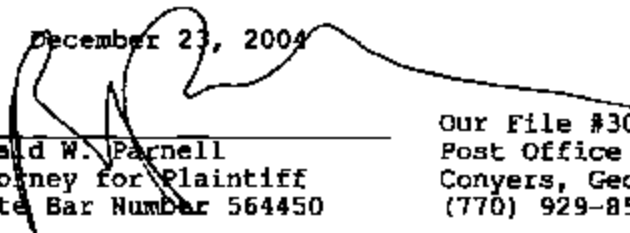
fitness for a particular purpose and of merchantability in that the defective part in said product posed an unreasonable risk of serious injury and death to its users due to the defective design of the defective part which allowed for the malfunction of said product.

24. Defendant's defective product failed as a result of the negligence of Defendant described in this Count so that Defendant's negligence was the proximate cause of the incident and resulting damages described above in the STATEMENT OF FACTS section of Plaintiff's complaint; and, said incident and said damages was reasonable perceivable by Defendant at all times relative to Plaintiff's complaint.

II. PRAYER FOR RELIEF AND DAMAGES

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$13,665.50 (salvage is undetermined), plus 3% pre-judgment interest, one-third attorney fees in the event of default, costs and 3% post-judgment interest; and that a writ of fieri facias issue commanding all Sheriffs within the State of Georgia and their lawful deputies to execute said writ by levy and seizure of Defendant's goods and lands.

December 23, 2004



Ronald W. Parnell
Attorney for Plaintiff
State Bar Number 564450

Our File #301-2413
Post Office Drawer 81085
Conyers, Georgia 30013
(770) 929-8585 Answer Service