

**PE04-078**

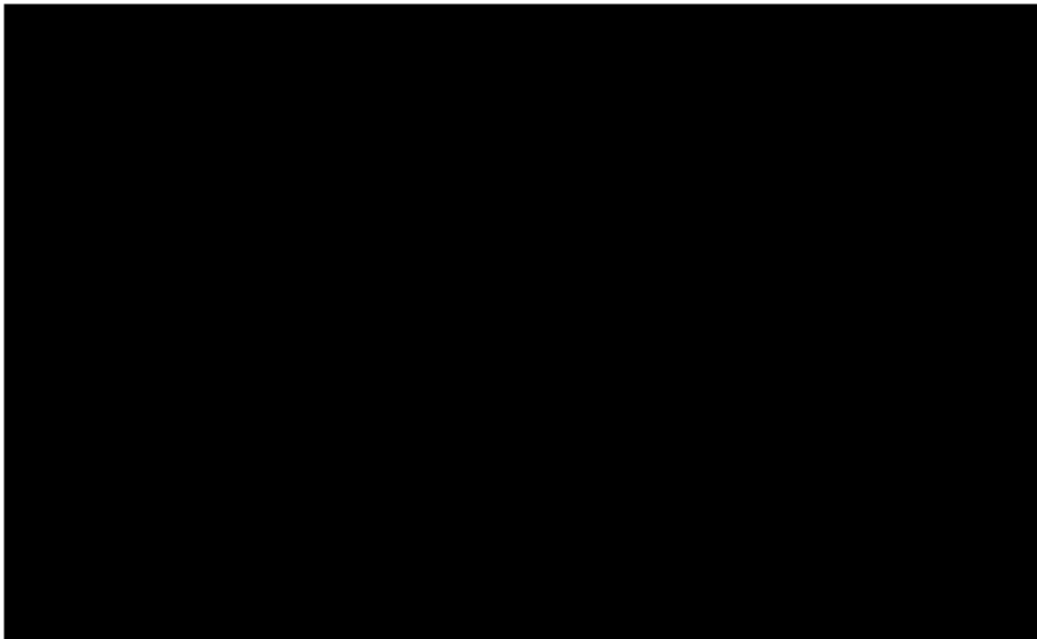
**FORD**

**1/28/2005**

**ATTACHMENT F**

**BOOK 7 OF 12**

**PART 1 OF 6**



PE84-878 C 2567

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT

[REDACTED]	)	
[REDACTED] as Subrogee of	)	Court no.
[REDACTED]	)	
vs. Plaintiffs,	)	Amount claimed: \$5,749.04
	)	Plus costs
ZIEBART OF ILLINOIS, INC. and	)	Return Date: April 5, 2002
FORD MOTOR COMPANY,	)	
Defendants.	)	

02 APR - 6 PM 3:10  
1:11-10

COMPLAINT AT LAW

Plaintiff, [REDACTED] as Subrogee, by its attorneys, Gregory Olman, and COSBY, OLTMAN & BELL, P.C., complaining of

Defendants, ZIEBART OF ILLINOIS, INC. and FORD MOTOR COMPANY, and states:

General Allegations Common to All Counts

1. Plaintiff, [REDACTED] is in the insurance business in the State of Illinois.
2. On and before March 11, 2001, [REDACTED] was the owner of a 2001 Ford F-150 truck having a Vehicle Identification Number (VIN) 2FTRX18L51C [REDACTED] which was insured through Plaintiff [REDACTED] under a policy of insurance, specifically policy number P043-588-13F.
3. At all relevant times, Plaintiff, [REDACTED] was the insurer of the automobile of the insured as aforesaid, and is pursuing this action as Subrogee of the insured by virtue of payments made. See Exhibit A.
4. At all times relevant, defendant, ZIEBART OF ILLINOIS, INC. was engaged in the business of installing remote starters in vehicles to the general public in the State of Illinois.

5. At all times relevant, defendant, FORD MOTOR COMPANY, was engaged in the business of designing, manufacturing and distributing vehicles for use to the general public in the State of Illinois.

6. Before March 11, 2001, [REDACTED] purchased the subject 2001 Ford F-150 truck new from Joe Madden Ford in Downers Grove, Illinois. Upon information and belief, the subject vehicle was sold with a standard 3 year / 36,000 mile manufacturers warranty. Plaintiff does not have the full warranty terms, but believes that the warranty covered this occurrence.

7. About 3 weeks before March 11, 2001, defendant or representatives of defendant, ZIEBART OF ILLINOIS, INC. at Ziebart Tidy Car on Ogden Avenue in Downers Grove, Illinois, installed a certain after market remote starter in the 2001 Ford F-150 truck.

8. On or before March 11, 2001, [REDACTED] was driving the subject 2001 Ford F-150 truck on [REDACTED] and Minkler Road in Yorkville, Illinois, when the passenger in the vehicle noticed that there was a fire on the driver's side and told him his feet were on fire. The cab of the truck immediately filled with smoke, and [REDACTED] pulled the vehicle to the side of the road. The fire was extinguished by the Kendall County Sheriff's Office.

9. It was determined that the fire originated at the bulkhead, within the engine compartment, at the exhaust manifold, where the rubber grommet for the shifter cable made contact with the exhaust manifold.

10. The cause of the fire was the grommet dislocating and making contact with the exhaust manifold, igniting, causing certain damage(s).

11. As a direct result of the fire, the plaintiffs / subrogors suffered damages to property.

COUNT I - Negligence vs. ZIEBART OF ILLINOIS, INC.

1- 11. Plaintiff, [REDACTED], as

Subrogee, adopt and re-allege paragraphs 1- 11, inclusive, of the General Allegations Common to All Counts, as paragraphs 1- 11, inclusive, of this Count I, against Defendant, ZIEBART OF ILLINOIS, INC.

12. At all relevant times, it was the duty of defendant, ZIEBART OF ILLINOIS, INC., to act with due care and caution in the installation of reasonably safe remote starters, and to act in such a manner so as to not cause damage to the property of plaintiff/subrogor.

13. Notwithstanding this defendant's duties, defendant, ZIEBART OF ILLINOIS, INC. was careless and negligent in committing one or more of the following careless and negligent acts:

- a) caused and permitted the remote starter to be installed in a careless manner with defects and omissions which allowed for the rubber grommet to become dislocated, and fire to start under normal use of the vehicle;
- b) failed to provide adequate protective equipment on the remote starter or take precautions to safeguard the plaintiff's insured's automobile from damage from defective and unreasonably dangerous overheating and potential fire;
- c) failed to warn plaintiffs/subrogors of the hazards and potential for fire if the rubber grommet is dislocated and comes into contact with the exhaust manifold, which can result in fire in the 2001 Ford F-150 truck; or,
- d) was otherwise careless and negligent.

14. As a direct and proximate result of one or more of the foregoing careless and negligent acts or omissions by defendant, ZIEBART OF ILLINOIS, INC., the plaintiffs/subrogors' vehicles and property suffered damage.

15. Plaintiff, [REDACTED] paid to or on behalf of its insured/subrogor [REDACTED] the sum of \$5,749.04 under the terms of the policies of insurance issued to him, and thereby became subrogated to his rights thereunder.

WHEREFORE, Plaintiff [REDACTED] COMPANY, as Subrogee of [REDACTED] demands judgment in its favor and against Defendant, ZIEBART OF ILLINOIS, INC., and for damages in the amount of Five Thousand Seven Hundred Forty-Nine and 04/100 Dollars (\$5,749.04), plus costs of suit and for any further relief which may be just and necessary.

**Count II - Breach of Express Warranty vs. FORD MOTOR COMPANY**

1. - 11. Plaintiff, [REDACTED] as Subrogee of [REDACTED] by their attorneys COSBY, OLTMAN & BELL, P.C., adopts and re-alleges paragraphs 1 - 11, inclusive, of General Allegations Common to All Counts, as paragraphs 1 - 11, inclusive, of this Count II, against Defendant, FORD MOTOR COMPANY.

12. On and before March 11, 2001, Defendant, FORD MOTOR COMPANY, was in the business of designing, manufacturing, and distributing motor vehicles for sale to the general public.

13. On and before March 11, 2001, Defendant, FORD MOTOR COMPANY, designed, manufactured, and distributed a motor vehicle, and specifically a 2001 Ford F-150 truck having a vehicle identification number (VIN) 2FTRX18L51[REDACTED]

14. Defendant, FORD MOTOR COMPANY, designed, manufactured and distributed the subject vehicle in the regular course of business.

15. The subject vehicle was in substantially the same condition at the time of the fire as when it left the control of the Defendant, FORD MOTOR COMPANY.

16. The subject 2001 Ford F-150 truck having a vehicle identification number (VIN) 2FTRX18L51[REDACTED] designed, manufactured and distributed was defective and unreasonably dangerous when put to a reasonably anticipated use.

17. The subject 2001 Ford F-150 truck having a vehicle identification number (VIN) 2FTRX18L51C [REDACTED] as designed, manufactured and distributed was defective and unreasonably dangerous in that it was designed or manufactured in one or more of the following respects:

- a) caused and permitted the vehicle and the rubber grommet in the engine compartment to be designed, manufactured, assembled and distributed with defects and omissions which allowed for detachment and dislocating, causing a fire to start under normal use of the vehicle;
- b) caused and permitted the rubber grommet in the vehicle to be designed, manufactured and distributed in a way which allowed for the rubber grommet to become detached and dislocated and come into contact with the exhaust manifold resulting in a fire;
- c) failed to provide adequate protective equipment on the vehicle or take precautions to safeguard the plaintiff's insured's automobile and property from damage from defective and unreasonably dangerous overheating and potential fire;
- d) failed to provide adequate warnings, or notice or recall information to consumers purchasing the vehicle to alert them of the defective and unreasonably dangerous overheating problems and potential fire hazards when the rubber grommet comes into contact with the hot surface of the exhaust manifold;
- e) failed to warn plaintiffs/subrogers of the hazards and potential for detachment and dislocation of the rubber grommet, causing overheating and fire in the 2001 Ford F-150 truck; or,
- f) other defects not yet identified.

18. As a direct and proximate result of one or more of the forgoing defective and unreasonably dangerous conditions, the plaintiff's vehicle suffered damage.

19. At all relevant times, plaintiff's insured used the subject vehicle in the normal manner and for the purposes intended.

20. Upon information and belief Defendant, FORD MOTOR COMPANY provided an express written warranty covering the subject vehicle, which extended for 3 years or 36,000 miles from the date of purchase. Plaintiffs do not have a copy or documentation concerning the terms of

the warranty.

21. At the time of purchase and on the date of the fire, the manufacturers warranty covered the subject vehicle.

22. Upon information and belief, Defendant, FORD MOTOR COMPANY has failed to honor the terms of warranty.

23. As a direct and proximate result of the breach of the express warranty by Defendant, FORD MOTOR COMPANY, the plaintiffs suffered damages.

24. Plaintiff, [REDACTED] paid to or on behalf of its insured/subrogor Brian Blazek the sum of \$5,749.04, under the terms of the policy of insurance issued to him, and thereby became subrogated to his rights thereunder.

WHEREFORE, Plaintiffs [REDACTED] as Subrogee of [REDACTED] demands judgment in its favor and against Defendant, FORD MOTOR COMPANY, and for damages in the amount of Five Thousand Seven Hundred Forty-Nine and 04/100 Dollars (\$5,749.04), plus costs of suit and for any further relief which may be just and necessary.

**COUNT III - Breach of Implied Warranties vs. FORD MOTOR COMPANY**

1- 11. [REDACTED] as Subrogee, adopt and re-allege paragraphs 1- 11, inclusive, of the General Allegations Common to All Counts, as paragraphs 1- 11, inclusive, of this Count III, against Defendant, FORD MOTOR COMPANY.

12. By virtue of Sections 2-314 and 2-315 of the Uniform Commercial Code (810 ILCS 5/2-314 and 315), Defendant, FORD MOTOR COMPANY warranted that the 2001 Ford F-150 truck having a vehicle identification number (VIN) 2FTRX18L51C [REDACTED] was merchantable and



fit for the particular purpose for which it was sold and being used at the time of the fire; and in reliance upon the implied warranties, the subject vehicle was used in the normal manner intended.

13. Notwithstanding the implied warranty of fitness and merchantability, the 2001 Ford F-150 truck having a vehicle identification number (VIN) 2FTRX18L51C [REDACTED] was not reasonably safe in design and/or manufacture.

14. As a direct and proximate result of the breach of implied warranties by Defendant, FORD MOTOR COMPANY, the plaintiffs suffered damages.

15. Plaintiff, [REDACTED] paid to or on behalf of its insured/subrogor [REDACTED] the sum of \$5749.04, under the terms of the policy of insurance, and thereby became subrogated to his rights thereunder.

WHEREFORE, Plaintiffs, [REDACTED] as Subrogee of [REDACTED] demands judgment in its favor and against Defendant, FORD MOTOR COMPANY, and for damages in the amount of Five Thousand Seven Hundred Forty-Nine and 04/100 Dollars (\$5,749.04), plus costs of suit and for any further relief which may be just and necessary.

[REDACTED] Subrogee of [REDACTED]

By: Gregory Oltman  
GREGORY OLTMAN  
One of its attorneys

Attorney ID. 32137  
Gregory Oltman  
COSBY, OLTMAN & BELL, P.C.  
77 West Washington St., Ste 1605  
Chicago, IL 60602  
(312) 263-7180

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT**

[REDACTED]	)	
[REDACTED] as Subrogee of	)	Court no.
[REDACTED]	)	
Plaintiffs,	)	Amount claimed: \$5,749.04
vs.	)	Plus costs
	)	
ZIEBART OF ILLINOIS, INC. and	)	
FORD MOTOR COMPANY,	)	
Defendants.	)	

**VERIFICATION BY SUBROGEE**

[REDACTED] on oath and based upon personal knowledge, state that if called to testify in the captioned matter, would testify as follows:

1. I am a Subrogation Claim Specialist with [REDACTED] and am familiar with the claim file for claim number [REDACTED] (VIP).
2. To date, [REDACTED] has paid to or on behalf of its insured/subrogee [REDACTED], the sum of \$5,749.04, pursuant to the terms of the insurance policy number P043-588-13F issued to him.
3. [REDACTED] is the actual bona fide subrogee in the captioned matter, and is pursuing this action as subrogee of it's insured, [REDACTED]

[REDACTED]

By: \_\_\_\_\_  
[REDACTED]

**VERIFICATION BY CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

By: \_\_\_\_\_  
[REDACTED]

Attorney ID 32137  
Cosby, Olman & Bell, P.C.  
77 West Washington St., Suite 1605  
Chicago, IL 60602  
(312) 263-7180

EXHIBIT "A"



FD-304 (Rev. 5-22-64) C 2575

**AFFIDAVIT OF VEHICLE FIRE**

(All Questions Must Be Answered)

Claim Number: [Redacted] Name of Insured: Boyer  
 Address: Birmingham, AL [Redacted] R. Boham, AL  
 Home Phone: (205) 841-3819 Bus Phone: (205) 841-7450 Occupation: L. P. N.  
 Name/Address of Employer: [Redacted]  
 Driver's License #: [Redacted] Social Security #: [Redacted] Marital Status: TD

Date Of Fire: 4/13/93 Time: 2:35 AM Location: Fairfield  
 Was the vehicle occupied immediately prior to the fire? Yes  No  Was the vehicle locked? Yes  No   
 Were the windows rolled up tightly? Yes  No   
 What was the temperature outside when the fire occurred? at night unable to tell  
 In what area of the car did the fire start? under hood  
 If Occupied:  
 Did you smell or see the fire first? Yes Which side of the vehicle did you exit from?  
 Did you leave the door open? Yes  No  Did you remove the key from the ignition? Yes  No   
 Did you raise the hood? Yes  No  Was the gas cap removed? Yes  No   
 How long did you remain at the scene? For me  
 Name/Address of Witness: [Redacted]

Was the fire reported to the police? Y or N Date: 4/13/93 Time: 10<sup>PM</sup> AM  PM  By Whom?  
 Name/Address of Fire Dept: Fairfield Fire Dept  
 Did they make a report? Yes  No  Telephone Number:  
 If repairable, do you wish to have the vehicle repaired? Yes  No

VEHICLE EQUIPMENT (Check if vehicle had any of the following):  
 Power Windows  13 Wheel  14 Wheel Drive  Automatic Trans  6 Cylinder  
 Power Steering  Leather Seats  AM  3 Speed  8 Cylinder  
 Power Brakes  Vinyl Seats  AM/FM  4 Speed  Other  
 Power Locks  Velour Seats  AM/FM Stereo  5 Speed   
 Power Seats  Mag Wheels  AM/FM Stereo Tape  Customized (self)   
 Cruise Control  T-top/Sun roof  Customized (self)  Customized Factory   
 Air Conditioning  Vinyl Roof  Custom Factory  4 Cylinder

VEHICLE CONDITION OTHER DISTINGUISHING FEATURES  
 (Fair F, Good G, Excellent E) Paint G Transmission E (Dents, dings, trailer hitch, interior)  
 Engine E Body E Other:  
 Name/Address of Service Station Garage: Adamson Ford - 1422, 2nd Ave S. B'ham, AL 35233  
 Who performs routine maintenance service? Date last serviced: 2 wks prior to fire  
 Who performs State MV inspection? Date last inspected:

Date car purchased: Used Purchase Price: \$  
 Trade-In Car: NO Allowance \$  
 Seller Dealer/Individual (include address): Adamson Ford  
 How did you learn car was for sale? Went to car lot  
 Mileage at time of purchase: 35,000 Mileage at time of loss (fire): 35,000  
 How was car paid for? Cash: Check: If financed, name and address of Finance Company:  
Ford Motor Credit  
 Account Balance Due: \$ Loan Term: 60 Months at 3.5% per mo  
 Initials of Insured: DP Date: 10/1  
 Initials of Notary: Date:

6930 Honor Keith Road  
Trussville, AL 35173

Business (205) 655-5484  
Fax (205) 655-7024



COMPLETE FIRE AND GENERAL INVESTIGATIONS

**PRIVILEGED AND CONFIDENTIAL  
REPORT NUMBER ONE  
March 31, 2003**

**PREPARED FOR:**

Nationwide Insurance Company  
4100 Colonnade Parkway  
Suite 150  
Birmingham, Alabama 35243

**ATTENTION:**

Rick Hebson

---

**INSURED:**



**VEHICLE DESCRIPTION:**

2001 Ford F-150 Supercrew

**VEHICLE ID NUMBER:**

1FTRW07W21K [REDACTED]

**DAY & DATE OF LOSS:**

Sunday, September 22, 2002

**POLICY NUMBER:**



**PYRTECH FILE NUMBER:**

22294

**ENCLOSURES:**

1. Twenty-two mounted color photographs
2. Unmounted photographs and negatives

**ASSIGNMENT:**

This assignment was received on December 6, 2002 from Mr. Rick Hebson with specific instructions to conduct an origin and cause examination. A cursory examination was conducted on December 6, 2002 and a complete examination involving destructive testing was conducted on March 12, 2003 at the facilities of SourceOne in Birmingham, Alabama. Mr. Rick Hebson was present during these examinations.

**VEHICLE DESCRIPTION:**

This is a brown 2001 Ford F-150 4X2 Supercrew. It is powered by a 4.6 liter V-8, single overhead cam, electronically fuel injected gasoline engine with an automatic transmission. The date of manufacture is June of 2000 and the odometer registers 35,095 miles. The Alabama license plate reads [REDACTED] and expires in July of 2003.

All directional references to the vehicle are as if one is seated in the driver's seat.

**EXTERIOR EXAMINATION:**

Dark smoke staining is present on the lower right side of the windshield, which is normally fire crazed. A slight radial pattern emanates from the right rear edge of the hood and extends forward in a decreasing manner toward the front of the vehicle. A smaller and less severe pattern is present on the right front fender above the rear of the wheel well opening. Melt damage to the plastic cowl vent is more severe to the rear of the pattern on the hood and decreases to either side. Patterns of burning indicate this fire originated in the right rear of the engine compartment.

### INTERIOR EXAMINATION:

Very light smoke staining is present throughout that increases only slightly toward the right front base of the windshield where light melting is present on the upper dash cover. Close examination of the floor under the right side of the dash revealed small areas of melted plastic accumulated on the carpet. Patterns of burning indicate this fire originated in the right rear of the engine compartment and spread slightly into the interior through normal openings in the cowl.

### ENGINE COMPARTMENT EXAMINATION:

Damage to rubber and plastic components increases steadily toward the right rear where extensive damage is present at the right side of the cowl and melting of the aluminum hood support is apparent immediately above this area. Close examination of the right side of the engine revealed light melt damage to fuel injectors and only light damage to the fuel rail. Close examination of battery cables revealed no evidence of an electrical malfunction. Patterns of burning indicate this fire originated along the right front of the cowl.

### ORIGIN AREA EXAMINATION:

Close examination indicates the only possible heat source to be the main wiring harness attached to the front of the cowl. There are no obvious signs of arcing or shorting but several of the copper conductors are very brittle and have small sections missing.

A large section of the burned harness was removed and will be retained pending further instructions.

### DETERMINATION OF ORIGIN AREA AND CAUSE:

Origin area and causal hypotheses were formed using all factual and witness information and were tested against all known data. Using my skills, knowledge, education, training and experience, I formed the following hypothesis, which withstood all tests.

**In my opinion, this fire originated in the wiring harness along the front of the cowl at the right rear of the engine compartment and was most likely caused by an electrical malfunction. I consider this fire to be accidental in nature.**

**The date of manufacture and the mileage indicates this vehicle is still under manufacturer's warranty.**

**At this time I have concluded all assigned investigation. Should you desire further investigation or have any questions, please do not hesitate to call.**

**L. Gary Coggins, CFI  
Automotive Division, Manager  
Senior Investigator**

**Reviewed by:  
Richard J. Keith, CFI, CFPO, CFEL, CET  
President**



PHOTOGRAPH SHEET

INSURED \_\_\_\_\_

NO. 1 OF 22

The right side and front

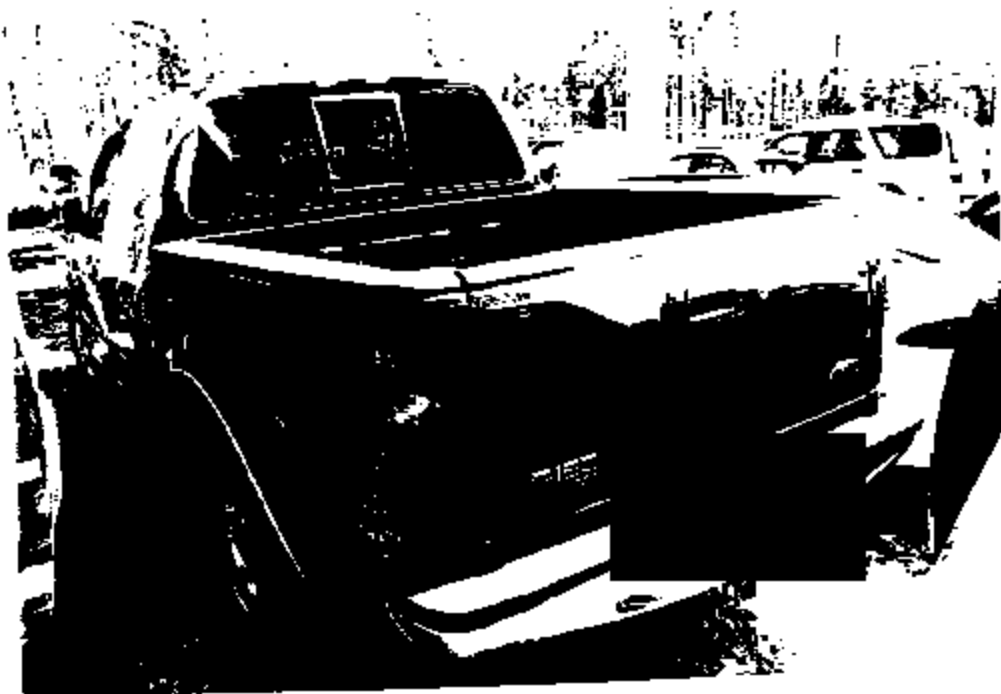


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO. 2 OF 22

Left side and rear



PHOTOGRAPH SHEET

INSURED [REDACTED]

NO. 3 OF 22

Rear and right side



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 4 OF 22

Vehicle ID number



PHOTOGRAPH SHEET

INSURED [REDACTED]

NO. 5 OF 22

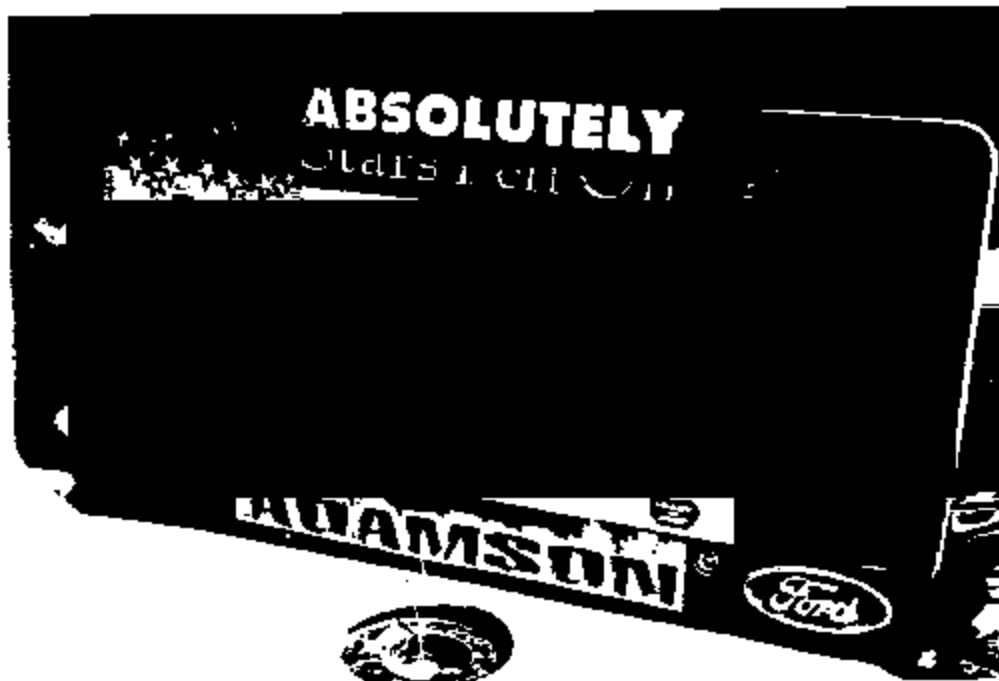
Manufacturer's data plate



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 6 OF 22

License plate



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 7 OF 22

Burn patterns on hood and fender



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO. 8 OF 22

Burn patterns on rear of hood





PHOTOGRAPH SHEET

INSURED: [REDACTED] NO. 9 OF 22

Melting of cowl vent



PHOTOGRAPH SHEET

INSURED [REDACTED]

NO. 10 OF 22

Rear of interior



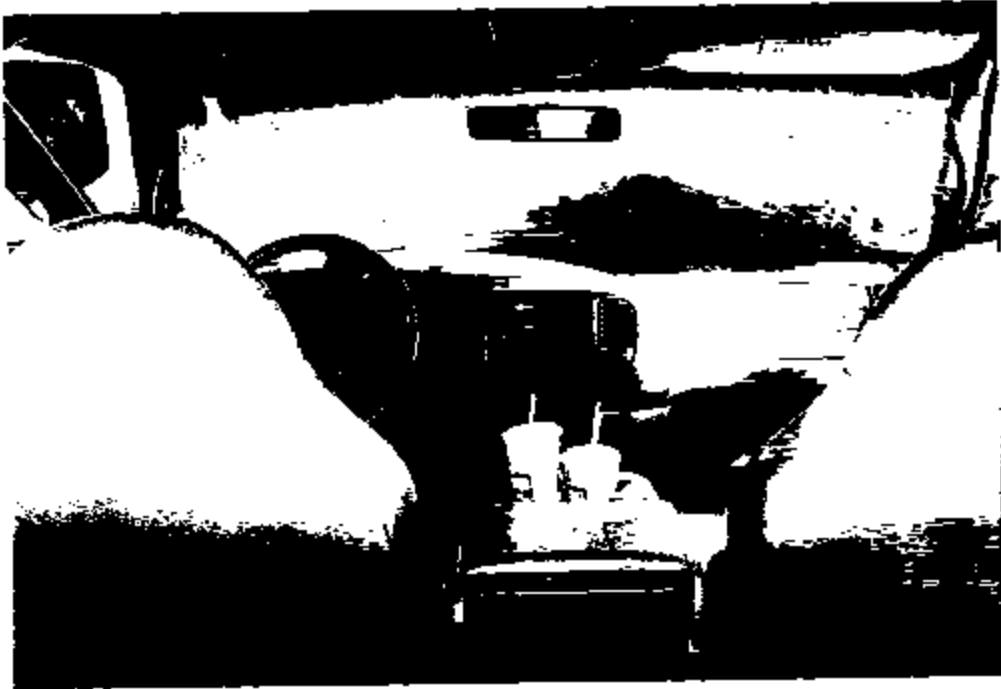
FE04-078 C 2591

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 11 OF 22

Front of interior



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 12 OF 17

Right front of dash



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO. 13 OF 22

Melting under right side of dash

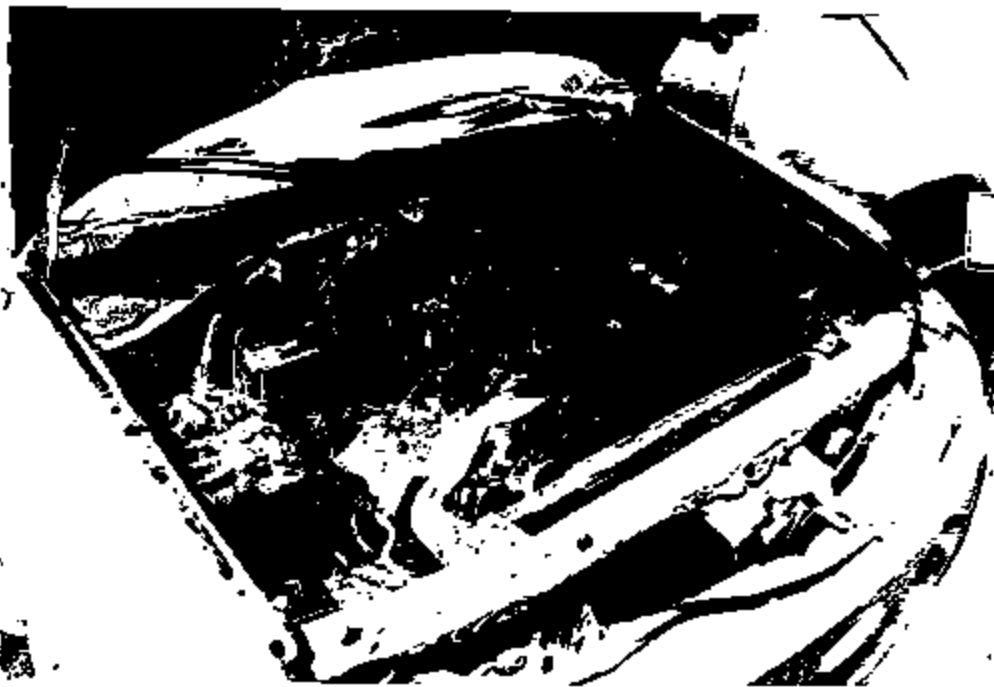


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO. 14 OF 22

Engine compartment



PHOTOGRAPH SHEET

INSURED

NO. 13 OF 22

Underside of hood



FE84-078 C 2595

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 16 OF 22

Melting at right rear of hood



PE04-072 C 2587



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 17 OF 22

Right side of engine



PE84-876 C 2598

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 18 OF 22

Battery cables



PE84-878 C 2598

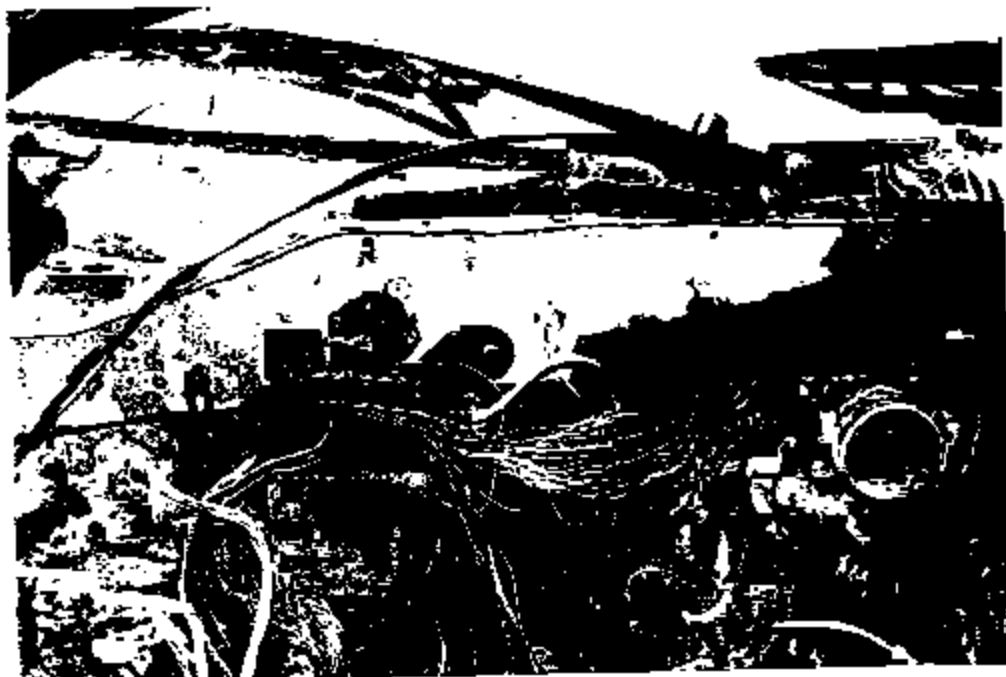
PHOTOGRAPH SHEET

INSURED



NO. 19 OF 22

Right side of cow!



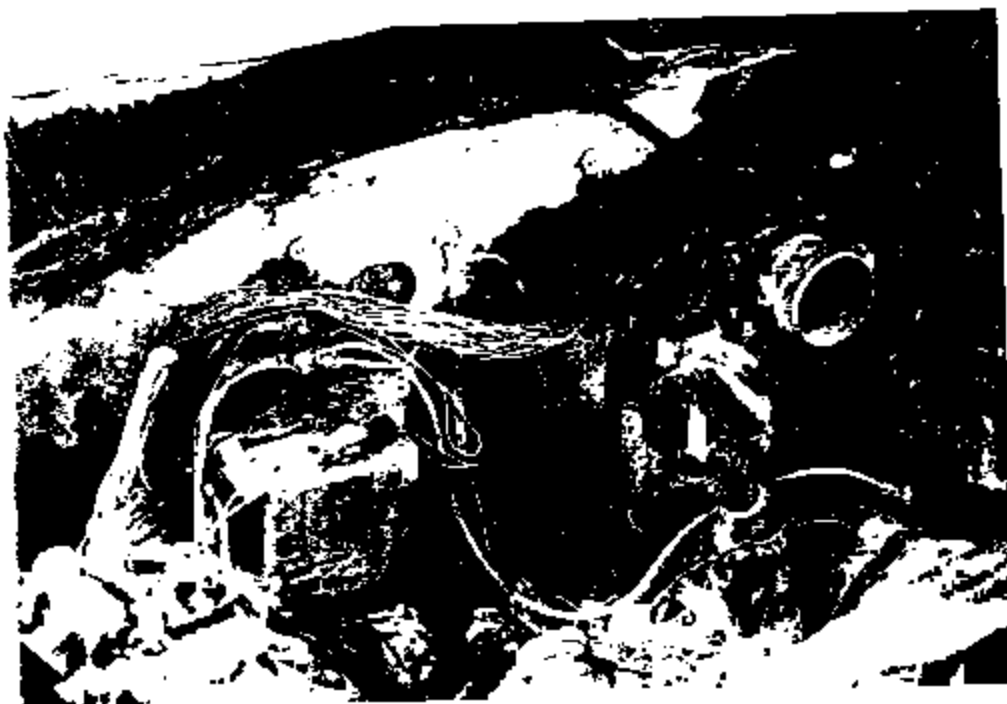
PER4-878 C 2600

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 20 OF 22

Right side of cowl



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 21 OF 22

Fire damage to wiring harness



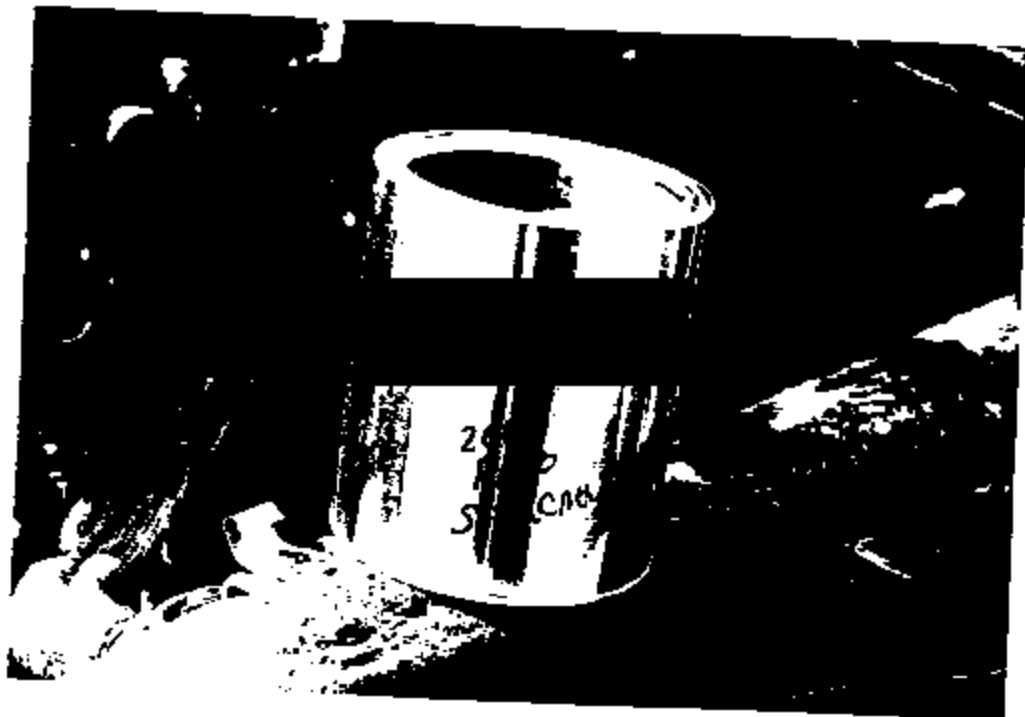
PE84-678 C 2582

PHOTOGRAPH SHEET

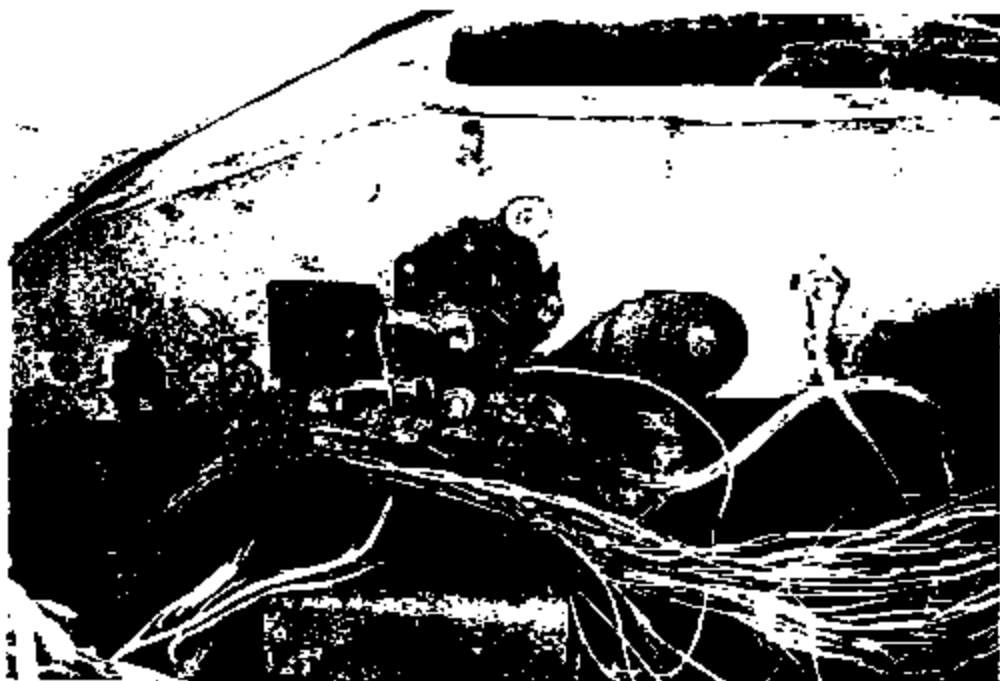
INSURED: [REDACTED]

NO. 22 OF 32

Evidence retained



PE04-078 C 2803



PE04-87B C 2604



PE04-878 C 2605





PER4-87B C 2888

4100 COLONNADE PARKWAY, SUITE 150  
BIRMINGHAM, AL 35243-2368



February 24, 2003

Certified Mail - Return Receipt Requested

Ford Motor Company  
Office of General Counsel  
Parklane Towers West, Suite 300  
Three Parklane Boulevard  
Dearborn, MI 48126-2568  
Attention: Shawn Norton

RECEIVED MAR 4 2003

Re: Our Insured [REDACTED]  
Policy #: [REDACTED]  
Date of Loss: 9/22/2002

Dear Mr. Norton:

This is to advise you that Nationwide Insurance Company has completed an initial investigation involving the following vehicle:

Year: 2001  
Make: Ford  
Model: F-150 Pickup  
VIN: 1FTRW07W21K [REDACTED]

Our preliminary investigation indicates the above vehicle was travelling down a road when it caught fire. The vehicle had been to the dealer three times for service. This letter is to place you on notice of Nationwide's subrogation claim should the cause of the fire be determined to be Ford Motor Company's responsibility.

This letter will confirm Nationwide Insurance's intent to perform an Origin and Cause Examination on the subject vehicle. While we do not intend to intentionally cause any damage to the vehicle during our examination, there is the potential for damage just through handling. I would like to extend the opportunity to Ford Motor Company to have their representative present to participate in the examination.

On March 12<sup>th</sup>, 2003, we will be conducting our destructive examination of the subject vehicle. Should the above date be inconvenient for you or your expert, please contact me within ten (10) days so that a mutually convenient date and time can be arranged. Regardless, this examination will take place within thirty (30) days. If you fail to attend this examination, please be advised that Ford Motor Company will waive all possible spoliation claims with regard to Nationwide Insurance's destructive testing of the vehicle.

PE04-076 C 2507

NATIONWIDE MUTUAL INSURANCE COMPANY  
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY  
NATIONWIDE LIFE INSURANCE COMPANY  
NATIONWIDE GENERAL INSURANCE COMPANY  
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY  
HOME OFFICE: COLUMBIA, MISSOURI

Our Examination is scheduled to take place on the [REDACTED] vehicle at the following date, time and location:

Date: March 12<sup>th</sup>, 2003

Time: 0900 hrs CST

Location: Source One

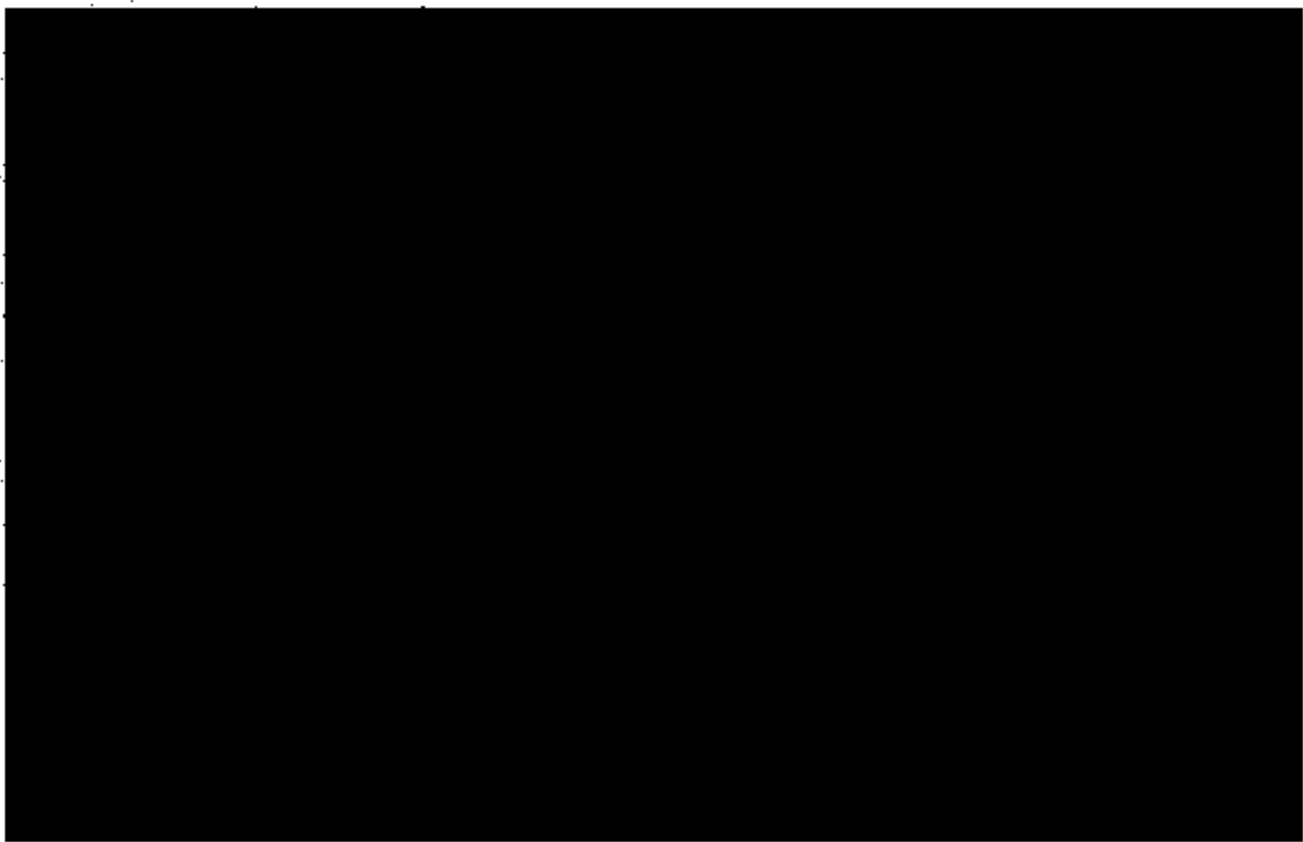
[REDACTED]  
Birmingham, Alabama [REDACTED]

Should you have any questions regarding this matter, please contact me: [REDACTED]

Very truly yours,

L.R. "Rick" Hebson  
Special Investigator  
Nationwide Insurance Company

PE04-078 C 2886



PE04-078 C 2609

THIS IS AN ARBITRATION CASE.  
ASSESSMENT OF DAMAGES HEARING  
IS REQUIRED.

Weber Gallagher Simpson Stapleton Fires & Newby, LLP  
By: John M. Clark, Esquire  
Attorney Id No.: 72652  
By: Matthew B. Weisberg, Esquire  
Attorney Id No.: 85570  
1811 Chestnut Street, Suite 600  
Philadelphia, PA 19103  
Telephone: 215-564-4597  
Attorneys for Plaintiff, Allstate Insurance Company a/s/o Joseph Baronofsky

[REDACTED]

Ronoke, VA [REDACTED]  
Plaintiff(s)  
v.

Ford Motor Company  
a/k/a Ford Motor Credit Company  
One American Road  
Deerborn, MI 48122

Dumphy Ford - Subaru, Inc.  
a/k/a Dumphy Motors, Inc.  
7700 Frankford Avenue  
Philadelphia, PA 19136

McCafferty Ford Company  
1939 Lincoln Highway  
Langhorne, PA 19047

Harry Auto Repair  
1132 East Columbia Avenue  
Philadelphia, PA 19125  
Defendant(s)

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

JULY TERM 2004  
NO.: 003177

CIVIL ACTION COMPLAINT

COMPLAINT

PE04-878 C 2510

Plaintiff, [REDACTED] by and through undersigned counsel, avers:

1. Plaintiff, [REDACTED] (hereinafter [REDACTED]), is a business duly authorized to transact business in the Commonwealth of Pennsylvania. [REDACTED] has a principal place of business at [REDACTED] Roanoke, Virginia.

2. [REDACTED] is an adult individual residing at [REDACTED] Street, Philadelphia, PA [REDACTED] and, at all times material, was insured by Plaintiff [REDACTED] pursuant to an automobile policy of insurance ("Policy").

3. Defendant, Ford Motor Company a/k/a Ford Motor Credit Company ("Ford"), is a corporation doing business in and around the County of Philadelphia, and maintaining a principle place of business at the above-captioned address.

4. At all times material, Defendant, Ford, was engaged in the business of designing, manufacturing, marketing, distributing, and/or selling automobiles.

5. Defendant, Dunphy Ford - Subaru, Inc. a/k/a Dunphy Motors, Inc. ("Dunphy"), is a corporation organized pursuant to the laws of the Commonwealth of Pennsylvania and maintains a principle place of business at the above-captioned address.

6. At all times material, Defendant, Dunphy, was engaged in the business of marketing, distributing, repairing and selling automobiles.

7. Defendant, McCafferty Ford Company, ("McCafferty"), is a corporation organized pursuant to the laws of the Commonwealth of Pennsylvania and maintains a principle place of business at the above-captioned address.

8. At all times material, Defendant, McCafferty, was engaged in the business of marketing, distributing, repairing and selling automobiles.

9. Defendant, Harry Auto Repairs ("Harry"), is a corporation organized pursuant to the laws of the Commonwealth of Pennsylvania and maintains a principle place of business at the above-captioned address.

10. At all times material, Defendant, Harry, was engaged in the business of marketing, repairing and selling automobiles.

11. Prior to July 31, 2002, [REDACTED] purchased a 2000 Ford F150 with a vehicle identification number of 1FTRX18L9Y7 [REDACTED] vehicle").

12. Prior to July 31, 2002, Defendant, Ford, was aware of a design and manufacturing defect in the aforementioned vehicle.

13. Prior to July 31, 2002, Defendant, Dumphy, sold the aforementioned vehicle to Baronofsky.

14. Prior to July 31, 2002, Defendants, McCafferty and Harry, performed repairs on the aforementioned vehicle.

15. On or about July 31, 2002, [REDACTED] was operating the aforementioned motor vehicle when it caught fire as a result of a fuel leak located at the right rear of the engine compartment, due to a manufacturer's design defect within the vehicle's engine system.

16. As a result of the aforementioned fire, same resulted in heat, smoke, and fire suppression efforts, which caused extensive damage [REDACTED]'s personal property. Pursuant to the Policy, Plaintiff, Allstate, made payment for said damage.

17. The damages described above were directly and proximately caused by the Defendants, as further and more fully described below. As a result of the aforesaid payment and pursuant to the Policy and by operation of law, plaintiff is subrogated to the rights of its insured, [REDACTED] against all parties responsible for the occurrence of said damage.

**COUNT I**

**PLAINTIFF V. FORD - NEGLIGENCE**

18. Plaintiff incorporates herein by reference paragraphs one through seventeen, as if same were fully set forth at length herein.

19. The aforementioned damages were the direct and proximate result of the negligence, carelessness, recklessness, and other liability producing conduct of Defendant, Ford, by and through its agents, servants, employees and workers, including, but not limited to, the following:

- a. failing to exercise reasonable care in designing, manufacturing, inspecting, selling and testing the [REDACTED] vehicle and the components thereof;
- b. failing to adequately instruct and supervise its workers, servants, employees, and agents;
- c. failing to adequately warn plaintiff and others of the defect, which resulted from the failure to exercise reasonable care as set forth herein;
- d. failing to provide, establish, and follow proper and adequate controls;
- e. failing to conform with the prevailing industry and governmental specifications and standards;
- f. failing to provide, establish, implement, and follow proper and adequate controls so as to provide an automobile that was safe and adequate for the reasons for which it was purchased;



g. selling [REDACTED] a vehicle, and the components thereof, when the Defendant knew or should have known that the same were inadequate for the reasons purchased;

h. failing to ascertain by appropriate testings, the fire hazards, risks, and dangers caused by the [REDACTED] vehicle, and components thereof;

i. failing to recall or withdraw from the market place the [REDACTED] vehicle despite actual or constructive knowledge of its defect and dangerous condition;

j. failing to adequately warn of the defects in the [REDACTED] vehicle, and or components thereof;

k. failing to properly incorporate, utilize, or otherwise include in for the [REDACTED] vehicle, appropriate devices, components, and assemblies for the safe protection of, and reaction to, the failure of hoses which carry flammable liquids in the engine compartment;

l. violating the applicable standards of care prescribed by statutes, rules, regulations, ordinances, codes, and industry customs.

m. otherwise careless, reckless and negligent conduct which will be revealed throughout discovery and trial.

20. As a result of the damages proximately caused by the negligence and other liability producing conduct of Defendant, Ford, plaintiff, [REDACTED] sustained and incurred the aforementioned damages and imposition of additional expenses.

**WHEREFORE**, Plaintiff, [REDACTED] demands judgment in its favor and against Defendant, Ford Motor Company a/k/a Ford Motor

Credit Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

## COUNT II

### PLAINTIFF V. FORD - BREACH OF WARRANTY

21. Plaintiff incorporates herein by reference paragraphs one through twenty, as if the same were fully set forth at length herein.

22. Defendant, Ford, expressly and impliedly warranted that the subject vehicle and its components were of merchantable quality, fit for ordinary use, and fit for the particular use for which it was purchased by Baronofsky.

23. Defendant breached these warranties because the [REDACTED] vehicle was not of merchantable quality, fit for ordinary use, and was unfit for the particular use for which it was purchased.

24. As a result of the damages proximately caused by Defendant, Ford's breach of the aforementioned warranties, plaintiff, Allstate, sustained and incurred the aforementioned damage and the imposition of additional expenses.

25. Plaintiff, [REDACTED] has and have performed all conditions precedent to recovery based upon such breach.

**WHEREFORE**, Plaintiff, [REDACTED] demands judgment in his favor and against Defendant, Ford Motor Company a/k/a Ford Motor Credit Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate under the circumstances.

**COUNT III**

**PLAINTIFF V. FORD - STRICT LIABILITY**

26. Plaintiff incorporates herein by reference paragraphs one through twenty-five, as if the same were fully set forth at length herein.

27. Defendant, Ford, is engaged and was engaged in the business of manufacturing, marketing, selling, and distributing, *inter alia*, the [REDACTED] vehicle.

28. Defendant, Ford, manufactured and sold the vehicle in a defective condition, unreasonably dangerous to [REDACTED] and his property.

29. Defendant, Ford, expected the [REDACTED] vehicle to, and the subject automobile did reach [REDACTED] without substantial change in the condition in which it was manufactured.

30. The aforementioned defects included, but was not limited to, the following:

- a. design;
- b. manufacturing;
- c. failure by Defendant to warn of the aforesaid design and manufacturing defects;
- d. failure by Defendant to properly instruct as to the appropriate installation and operating procedures for the safe use of the subject automobile and its components; and
- e. other defects which may be revealed throughout discovery and at trial.

31. As a result of the damages proximately caused by Defendant, Ford's breach of the aforementioned warranties, Plaintiff, [REDACTED], sustained and incurred damage and the imposition of additional expenses.

32. Defendant, Ford, is strictly liable to Plaintiff for its damages pursuant to §402A of Restatement (2d) of Torts, Restatement (3d) of Torts, and the applicable laws of the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiff, [REDACTED] demands judgment in its favor and against Defendant, Ford Motor Company a/k/a Ford Motor Credit Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

#### COUNT IV

#### PLAINTIFF V. DUNPHY - NEGLIGENCE

33. Plaintiff incorporates herein by reference paragraphs one through thirty-two, as if same were fully set forth at length herein.

34. The aforementioned damages were the direct and proximate result of the negligence, carelessness, recklessness, and other liability producing conduct of Defendant, Dunphy, by and through its agents, servants, employees and workers, including, but not limited to, the following:

- a. failing to exercise reasonable care in designing, manufacturing, inspecting, selling and testing the [REDACTED] vehicle and the components thereof;
- b. failing to adequately instruct and supervise its workers, servants, employees, and agents;
- c. failing to adequately warn plaintiff and others of the defect, which resulted from the failure to exercise reasonable care as set forth herein;

- d. failing to provide, establish, and follow proper and adequate controls;
- e. failing to conform with the prevailing industry and governmental specifications and standards;
- f. failing to provide, establish, implement, and follow proper and adequate controls so as to provide an automobile that was safe and adequate for the reasons for which it was purchased;
- g. selling [REDACTED] vehicle, and the components thereof, when the Defendant knew or should have known that the same were inadequate for the reasons purchased;
- h. failing to ascertain by appropriate testings, the fire hazards, risks, and dangers caused by the [REDACTED] vehicle, and components thereof;
- i. failing to recall or withdraw from the market place the [REDACTED] vehicle despite actual or constructive knowledge of its defect and/or dangerous condition;
- j. failing to adequately warn of the defects in the [REDACTED] vehicle, and or components thereof;
- k. failing to properly incorporate, utilize, or otherwise include in for the [REDACTED] vehicle, appropriate devices, components, and assemblies for the safe protection of, and reaction to, the failure of hoses which carry flammable liquids in the engine compartment;
- l. violating the applicable standards of care prescribed by statutes, rules, regulations, ordinances, codes, and industry customs.

m. otherwise careless, reckless and negligent conduct which will be revealed throughout discovery and trial.

35. As a result of the damages proximately caused by the negligence and other liability producing conduct of Defendant, Dunphy, plaintiff, [REDACTED] sustained and incurred the aforementioned damages and imposition of additional expenses.

**WHEREFORE**, Plaintiff, [REDACTED] demands judgment in its favor and against Defendant, Dunphy Ford-Subaru Inc. a/k/a Dunphy Motors, Inc., in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

#### COUNT V

#### PLAINTIFF V. DUNPHY - BREACH OF WARRANTY

36. Plaintiff incorporates herein by reference paragraphs one through thirty-five, as if same were fully set forth at length herein.

37. Defendant, Dunphy, expressly and impliedly warranted that the subject vehicle and its components were of merchantable quality, fit for ordinary use, and fit for the particular use for which it was purchased by [REDACTED]

38. Defendant breached these warranties because the [REDACTED] vehicle was not of merchantable quality, fit for ordinary use, and was unfit for the particular use for which it was purchased.

39. As a result of the damages proximately caused by Defendant, Dunphy's breach of the aforementioned warranties, plaintiff [REDACTED] sustained and incurred the aforementioned damage and the imposition of additional expenses.

40. Plaintiff [REDACTED] has and have performed all conditions precedent to recovery based upon such breach.

**WHEREFORE**, Plaintiff, [REDACTED] demands judgment in his favor and against Defendant, Dunphy Ford-Subaru Inc. a/k/a Dunphy Motors, Inc., in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate under the circumstances.

**COUNT VI**

**PLAINTIFF V. DUNPHY - STRICT LIABILITY**

41. Plaintiff incorporates herein by reference paragraphs one through forty, as if same were fully set forth at length herein.

42. Defendant, Dunphy, is engaged and was engaged in the business of manufacturing, marketing, selling, and distributing, *inter alia*, the [REDACTED] vehicle.

43. Defendant, Dunphy, manufactured and sold the vehicle in a defective condition, unreasonably dangerous to [REDACTED] and his property.

44. Defendant, Dunphy, expected the [REDACTED] vehicle to, and the subject automobile did, reach [REDACTED] without substantial change in the condition in which it was manufactured.

45. The aforementioned defects included, but was not limited to, the following

- a. design;
- b. manufacturing;
- c. failure by Defendant to warn of the aforesaid design and manufacturing defects;

d. failure by Defendant to properly instruct as to the appropriate installation and operating procedures for the safe use of the subject automobile and its components; and

e. other relief which may be revealed throughout discovery and/or at trial.

46. As a result of the damages proximately caused by Defendant, Dunphy's breach of the aforementioned warranties, Plaintiff [REDACTED] sustained and incurred damage and the imposition of additional expenses.

47. Dunphy Ford-Subaru Inc. a/k/a Dunphy Motors, Inc., is strictly liable to Plaintiff for its damages pursuant to §402A of Restatement (2d) of Torts, Restatement (3d) of Torts, and the applicable laws of the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiff [REDACTED] Insurance Company a/s/o [REDACTED] demands judgment in its favor and against Defendant, Dunphy Ford-Subaru Inc. a/k/a Dunphy Motors, Inc., in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

#### COUNT VI

#### PLAINTIFF V. MCCAFFERTY - NEGLIGENCE

48. Plaintiff incorporates herein by reference paragraphs one through forty-seven, as if same were fully set forth at length herein.

49. The aforementioned damages were the direct and proximate result of the negligence, carelessness, recklessness, and other liability producing conduct of Defendant, McCafferty, by and through its agents, servants, employees and workers, including but not limited to, the following:



- a. failing to exercise reasonable care in designing, manufacturing, inspecting, selling and testing the [REDACTED] vehicle and the components thereof;
- b. failing to adequately instruct and supervise its workers, servants, employees, and agents;
- c. failing to adequately warn plaintiff and others of the defect, which resulted from the failure to exercise reasonable care as set forth herein;
- d. failing to provide, establish, and follow proper and adequate controls;
- e. failing to conform with the prevailing industry and governmental specifications and standards;
- f. failing to provide, establish, implement, and follow proper and adequate controls so as to provide an automobile that was safe and adequate for the reasons for which it was purchased;
- g. selling [REDACTED] a vehicle, and the components thereof, when the Defendant knew or should have known that the same were inadequate for the reasons purchased;
- h. failing to ascertain by appropriate testings, the fire hazards, risks, and dangers caused by the [REDACTED] vehicle, and components thereof;
- i. failing to recall or withdraw from the market place the [REDACTED] vehicle despite actual or constructive knowledge of its defect and dangerous condition;

- j. failing to adequately warn of the defects in the [REDACTED] vehicle, and or components thereof;
- k. failing to properly incorporate, utilize, or otherwise include in for the [REDACTED] vehicle, appropriate devices, components, and assemblies for the safe protection of, and reaction to, the failure of hoses which carry flammable liquids in the engine compartment;
- l. violating the applicable standards of care prescribed by statutes, rules, regulations, ordinances, codes, and industry customs.
- m. otherwise careless, reckless and negligent conduct which will be revealed throughout discovery and trial.

50. As a result of the damages proximately caused by the negligence and other liability producing conduct of Defendant, McCafferty, plaintiff, Allstate, sustained and incurred the aforementioned damages and imposition of additional expenses.

WHEREFORE, Plaintiff [REDACTED] demands judgment in its favor and against Defendant, McCafferty Ford Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

#### COUNT VII

#### PLAINTIFF V. MCCAFFERTY FORD COMPANY - BREACH OF WARRANTY

51. Plaintiff incorporates herein by reference paragraphs one through fifty, as if same were fully set forth at length herein.

52. Defendant, McCafferty, expressly and impliedly warranted that the subject vehicle and its components were of merchantable quality, fit for ordinary use, and fit for the particular use for which it was purchased by [REDACTED]

53. Defendant breached these warranties because the [REDACTED] vehicle was not of merchantable quality, fit for ordinary use, and was unfit for the particular use for which it was purchased.

54. As a result of the damages proximately caused by Defendant, McCafferty's breach of the aforementioned warranties, plaintiff, [REDACTED], sustained and incurred the aforementioned damage and the imposition of additional expenses.

55. Plaintiff [REDACTED] has and have performed all conditions precedent to recovery based upon such breach.

WHEREFORE, Plaintiff, [REDACTED] demands judgment in his favor and against Defendant, McCafferty Ford Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate under the circumstances.

#### COUNT IX

#### PLAINTIFF V. MCGAFFERTY FORD COMPANY -STRICT LIABILITY

56. Plaintiff incorporates herein by reference paragraphs one through fifty-five, as if same were fully set forth at length herein.

57. Defendant, McCafferty, is engaged and was engaged in the business of manufacturing, marketing, selling, and distributing, *inter alia*, the [REDACTED] vehicle.

58. Defendant, McCafferty, manufactured and sold the vehicle in a defective condition, unreasonably dangerous to [REDACTED] and his property.

59. Defendant, Ford, expected the [REDACTED] vehicle to, and the subject automobile did, reach [REDACTED] without substantial change in the condition in which it was manufactured.

60. The aforementioned defects included, but was not limited to, the following

- a. design;
- b. manufacturing;
- c. failure by Defendant to warn of the aforesaid design and

manufacturing defects;

d. failure by Defendant to properly instruct as to the appropriate installation and operating procedures for the safe use of the subject automobile and its components; and

- e. other relief which may be revealed throughout discovery and at trial.

61. As a result of the damages proximately caused by Defendant, McCafferty's breach of the aforementioned warranties, Plaintiff, [REDACTED] sustained and incurred damage and the imposition of additional expenses.

62. McCafferty Ford Company is strictly liable to Plaintiff for its damages pursuant to §402A of Restatement (2d) of Torts, Restatement (3d) of Torts, and the applicable laws of the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiff, [REDACTED] demands judgment in its favor and against Defendant, McCafferty Ford Company, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

**COUNT X**

**PLAINTIFF V. HARRY - NEGLIGENCE**

63. Plaintiff incorporates herein by reference paragraphs one through sixty-two, as if same were fully set forth at length herein.

64. The aforementioned damages were the direct and proximate result of the negligence, carelessness, recklessness, and other liability producing conduct of Defendant, Harry, by and through its agents, servants, employees and workers, including, but not limited to, the following:

- a. failing to exercise reasonable care in designing, manufacturing, inspecting, selling and testing the [REDACTED] vehicle and the components thereof;
- b. failing to adequately instruct and supervise its workers, servants, employees, and agents;
- c. failing to adequately warn plaintiff and others of the defect, which resulted from the failure to exercise reasonable care as set forth herein;
- d. failing to provide, establish, and follow proper and adequate controls;
- e. failing to conform with the prevailing industry and governmental specifications and standards;
- f. failing to provide, establish, implement, and follow proper and adequate controls so as to provide an automobile that was safe and adequate for the reasons for which it was purchased;

g. selling [REDACTED] a vehicle, and the components thereof, when the Defendant knew or should have known that the same were inadequate for the reasons purchased;

h. failing to ascertain by appropriate testings, the fire hazards, risks, and dangers caused by the [REDACTED] vehicle, and components thereof;

i. failing to recall or withdraw from the market place the [REDACTED] vehicle despite actual or constructive knowledge of its defect and/or dangerous condition;

j. failing to adequately warn of the defects in the [REDACTED] vehicle, and or components thereof;

k. failing to properly incorporate, utilize, or otherwise include in for the [REDACTED] vehicle, appropriate devices, components, and assemblies for the safe protection of, and reaction to, the failure of hoses which carry flammable liquids in the engine compartment;

l. violating the applicable standards of care prescribed by statutes, rules, regulations, ordinances, codes, and industry customs.

m. otherwise careless, reckless and negligent conduct which will be revealed throughout discovery and trial.

65. As a result of the damages proximately caused by the negligence and other liability producing conduct of Defendant, Harry, plaintiff, Allstate, sustained and incurred the aforementioned damages and imposition of additional expenses.

**WHEREFORE**, Plaintiff [REDACTED] demands judgment in its favor and against Defendant, Harry Auto Reparis, in an amount not in

excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

**COUNT XI**

**PLAINTIFF V. HARRY - BREACH OF WARRANTY**

66. Plaintiff incorporates herein by reference paragraphs one through sixty five, as though the same were fully set forth at length.

67. Defendant, Harry, expressly and impliedly warranted that the subject vehicle and its components were of merchantable quality, fit for ordinary use, and fit for the particular use for which it was purchased by [REDACTED]

68. Defendant breached these warranties because the [REDACTED] vehicle was not of merchantable quality, fit for ordinary use, and was unfit for the particular use for which it was purchased.

69. As a result of the damages proximately caused by Defendant, Harry's breach of the aforementioned warranties, plaintiff, Allstate, sustained and incurred the aforementioned damage and the imposition of additional expenses.

70. Plaintiff, Allstate, has and have performed all conditions precedent to recovery based upon such breach.

**WHEREFORE**, Plaintiff, [REDACTED] demands judgment in his favor and against Defendant, Harry Auto Repairs, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate under the circumstances.

**COUNT XII**

**PLAINTIFF V. HARRY AUTO REPAIRS -STRICT LIABILITY**

71. Plaintiff incorporates herein by reference paragraphs one through seventy, as though the same were fully set forth at length.

72. Defendant, Harry, is engaged and was engaged in the business of manufacturing, marketing, selling, and distributing, *inter alia*, the [REDACTED] vehicle.

73. Defendant, Harry, manufactured and sold the vehicle in a defective condition, unreasonably dangerous to [REDACTED] and his property.

74. Defendant, Harry, expected the [REDACTED] vehicle to, and the subject automobile did, reach [REDACTED] without substantial change in the condition in which it was manufactured.

75. The aforementioned defects included, but was not limited to, the following

a. design;

b. manufacturing;

c. failure by Defendant to warn of the aforesaid design and manufacturing defects;

d. failure by Defendant to properly instruct as to the appropriate installation and operating procedures for the safe use of the subject automobile and its components; and

e. other relief which may be revealed throughout discovery and at trial.


76. As a result of the damages proximately caused by Defendant, Harry's breach of the aforementioned warranties, Plaintiff [REDACTED] sustained and incurred damage and the imposition of additional expenses.



77. Harry Auto Repair is strictly liable to Plaintiff for its damages pursuant to §402A of Restatement (2d) of Torts, Restatement (3d) of Torts, and the applicable laws of the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiff, [REDACTED] demands judgment in its favor and against Defendant, Harry Auto Repair, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs of suit, attorney fees, delay damages, and such other relief as this Court deems appropriate.

**WEBER GALLAGHER SIMPSON  
STAPLETON FIRES & NEWBY, LLP**

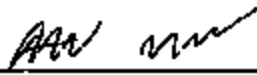
  
\_\_\_\_\_  
John M. Clark, Esquire  
Matthew B. Weisberg, Esquire  
Attorneys for Plaintiff,  
Allstate Insurance Company  
a/s/o Joseph Baronofsky

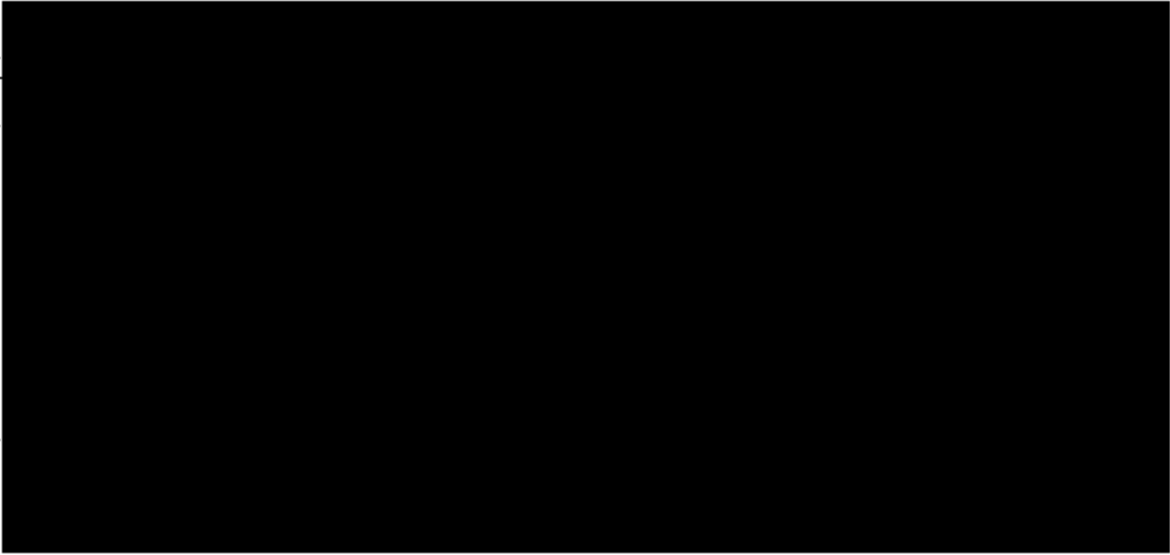
Dated: November 30, 2004

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge and belief. I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. I sign this verification on behalf of my client as she is presently outside the jurisdiction of the court and is not presently available to sign within the time allowed for the filing of this pleading.

**WEBER GALLAGHER SIMPSON  
STAPLETON FIRES & NEWBY, LLP**

  
\_\_\_\_\_  
Matthew B. Weisberg, Esquire  
Attorney for Plaintiff,  
Allstate Insurance Company  
a/s/o Joseph Baronofsky



WILLIAM J. DOWNUM  
WILLIAM A. SNAPP

**DOWNS & ASSOCIATES**

"Employers of Citrus Legal Services Department  
Fertess Insurance Group of Companies"  
Not a Partnership  
ASHFORD CROSSING BUILDING 1  
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HOUSTON, TEXAS 77077  
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Facsimile: 281.493.0524

KATHLEEN M. STEVENSON  
OFFICE ADMINISTRATOR

SARAY EDISON  
PARALEGAL

\*BOARD CERTIFIED  
FEDERAL INJURY TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

August 23, 2004

4978290

RECEIVED AUG 30 2004

Shawn L. Norton  
Ford Motor Company  
3 Parklane Blvd.  
Parklane Towers West, Suite 300  
Dearborn, Michigan 48126-2568

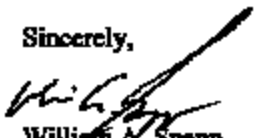
Re: Mid Century Insurance Insured: [REDACTED]  
Claim Number: [REDACTED]  
Date of Loss: 3/27/04  
Damages: \$13,181.43

Dear Ms. Norton:

Please find enclosed the documents and information you requested for this claim. Please have the same reviewed and get back me at your earliest convenience regarding Ford's payment of this fire loss claim. Again, the settlement check should be made payable to "Mid Century Insurance Company of Texas" in the amount of \$13,181.43 and forward it to the undersigned at the address in the letterhead above.

Please forward the settlement check and/or contact the undersigned within ten (10) days of your receipt of this letter to discuss this matter. A non-judicial resolution is more economical for all parties concerned.

Sincerely,

  
William A. Snapp  
Attorney at Law

Enclosures

The Woodlands, TX  
- NO ESP  
- WSP 7/5/00  
- BON 4 yrs.  
- UCC "  
- NO VEH

PE04-078 C 2633

**PE04-078**

**FORD**

**1/28/2005**

**ATTACHMENT F**

**BOOK 7 OF 12**

**PART 2 OF 6**

**PE04-078**

**FORD**

**1/28/2005**

**ATTACHMENT F**

**BOOK 7 OF 12**

**PART 2 OF 6**



Office of the General Counsel

**PRIVILEGED & CONFIDENTIAL**

Ford Motor Company  
 Parklane Towers West  
 Suite 300  
 Three Parklane Boulevard  
 Dearborn, Michigan 48124-2500

July 22, 2004

Downs & Associates  
 1880 B Dairy Ashford Suite 108  
 Houston, TX 77077

ATTENTION: WILLIAM SNAPP

2<sup>ND</sup> REQUEST

RE: Claimant: [REDACTED]

Your Claim #: [REDACTED]

DOL: 09/27/2004

RECEIVED

JUL 28 2004

Downs & Associates

Dear Mr. Snapp:

We acknowledge your recently submitted subrogation claim. In order to assist us in evaluating your claim, we request that you provide us with the following information: (Please note that the information requested is in regard to the Ford manufactured vehicle.)

- 1. Attach your insured's statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss. *Don't have*
- 2. A copy of the police and/or fire report.
- 3. Original color photographs of the vehicle's collision/fire damage & the alleged defective parts, from several different angles. *Don't have*
- 4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- 5. Original color photographs of the accident / fire scene from several different angles.
- 6. Attach a copy of your expert's report and the expert's original photographs. *Attached*
- 7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
- 8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes. *Don't have*

Please answer the following in the space provided. If you need additional space, please use the back of the form:

- 9. What was the city and state of occurrence: *The Woodlands, TX*
- 10. The 17 digit vehicle identification number: *NA 1FMRU1761Y [REDACTED]*
- 11. What was the mileage at time of occurrence: *77000 per CCC*
- 12. What is the alleged defect: *see attached experts report*
- 13. Has the alleged defective part been repaired or replaced? (circle one) Yes  No

14. What is the current location of the vehicle, and the alleged defective part(s)?  
IAA - Houston Facility
15. List all after market additions or modifications that were made to the vehicle:  
NA
16. Was the engine running? (circle one) Yes or No
17. Were the keys in the ignition? (circle one) Yes or No
18. Was this vehicle purchased new or used: New  
 If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: unknown

Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that all necessary steps should be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Sincerely,



Shawn L. Norton  
 Claims Analyst /  
 Litigation Assistant





Rimkus Consulting Group, Inc.  
Eight Greenway Plaza, Suite 500  
Houston, Texas 77046  
(713) 621-3550 Telephone  
(713) 623-4357 Facsimile  
(800) 680-3228 Toll Free

## Report of Findings

**1999 FORD EXPEDITION FIRE CAUSE & ORIGIN**

**OWNER:** [REDACTED]

**Claim No:** [REDACTED]

**File No: 105166**

**Prepared For:**

**FARMERS INSURANCE COMPANY  
480 SAM HOUSTON PARKWAY, SUITE 320  
HOUSTON, TEXAS 77060**

**Attention:**

**MR. CHRIS TABRON**

**Thomas W. Bender, C.F.E.I.  
Project Fire Consultant**

**M.L. "Buddy" Jenkins, C.F.I., C.F.E.I.  
Fire Division Manager**

May 4, 2004

PE04-B78 C 2636

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**A. Photographs**

**B. NHTSA Recall Number 98V312000**

**C. CVs**

**Section I**  
**INTRODUCTION**


[REDACTED]

On March 27, 2004, a fire occurred to a 1999 Ford Expedition, belonging to [REDACTED]  
[REDACTED]. The fire was reported to the Woodlands (Texas) Fire Department who responded and extinguished the fire.

Rimkus Consulting Group, Inc. was retained on April 9, 2004 by Mr. Chris Tabron of Farmers Insurance Company to determine the origin and cause of the fire. Our work to complete this assignment was conducted by Thomas W. Bender, C.F.E.I.

This report was prepared for the exclusive use of Farmers Insurance Company and is not intended for any other purpose. Our report is based on the information available to us at this time. Should additional information become available, we reserve the right to determine the impact, if any, of the new information on our opinions and conclusions, and to revise our opinions and conclusions if necessary and warranted by the discovery of additional information.

**Section II**  
**CONCLUSIONS**

- 
1. The fire originated in the right passenger side portion of the engine compartment.
  2. Remaining evidence indicates a combustible fluid, most probably gasoline, was released and ignited within the engine compartment.
  3. Witness statements indicate the owner was driving the vehicle and smelled "gasoline" just prior to the fire.
  4. Within the identified area of origin, other possible accidental causes of the fire were eliminated, including the vehicle electrical system.
  5. The fire was determined to have been accidental in nature.

A

### Section III

## DISCUSSION

[REDACTED]

On April 14, 2004, the damaged remains of the 1999 Ford Expedition, which had been involved in a fire on March 27, 2003, was inspected at International Auto Auctions (IAA) at [REDACTED] in Houston, Texas. The Vehicle Identification Number of 1FMRU1761X [REDACTED] located on the dash plate, identified the vehicle. The vehicle also had Texas license plates bearing [REDACTED]. The vehicle is a 2-wheel drive Ford Expedition XLT with a Triton V8 281-hp SOHC engine. All four tires matched, were in good condition, and are mounted on factory rims. The actual vehicle mileage could not be determined since the odometer is electronic and the battery-supplied power is damaged. The owner reported the vehicle had approximately 77,500 miles.

Exterior inspection revealed no fire damage to the back and rear half of the vehicle. Fire damage began on both the left driver side and right passenger side at the forward edge of the front doors and extended toward the front grill. Minor scratches were noted on the driver side, the rear hatch, and the passenger side. The undercarriage of the vehicle revealed no major scratches or damage. No indication of a liquid leak was noted in the brake lines or rear fuel lines. All the windows remained intact except for the forward windshield. All remaining windows were smoke stained with increased staining toward the front of the vehicle. The engine compartment hood was completely burned away. The front grill revealed an increasing amount of fire damage from the left driver side to the right passenger side.

The interior inspection revealed little-to-moderate fire and heat damage with increasing fire damage toward the forward portion of the passenger cabin. The rear passenger seats received heat and smoke damage while the front seats received slight fire and heat damage on the headrests. The dashboard received significant fire and heat damage with increasing damage toward the center of the dash toward the windshield. Burn patterns indicate heat and flame progression from the engine compartment toward the passenger

compartment through the bulkhead. The left driver side foot well received no significant fire or heat damage with no fire damage noted to the under dash fuse panel. All fuses were tested with a digital multimeter for continuity. Fuse circuit 14 was found to be the only open. The fuse protected the battery saver relay and the interior lamp relay. All of the fuses were properly sized according to the manufacturer's recommendations. Fire debris, most probably scooped by the fire department, was located in the driver side foot well. The ignition key was in the ignition and in the 'on' position.

Moderate-to-severe fire damage was noted throughout the entire engine compartment with increasing damage from the left driver side toward the right passenger side. The master cylinder and power boost remained intact. The fuel rails, located across both sides of the engine, remained intact and tight. Flexible hoses were intact on the driver side with increased damage toward the passenger side. Electrical wiring was found to be mostly intact with no visible evidence to indicate an electrical failure or fault had occurred. The radiator revealed heat damage from an approaching fire from the right passenger side, with more radiator mass missing on the right passenger side. The fuel lines from the fuel tank are intact and travel along the right passenger side in a trough in the undercarriage. The fuel lines showed evidence of fire damage nearing the right passenger side forward wheel well towards the bulkhead. Burn patterns indicate the origin of the fire to be in the right passenger side of the engine compartment. The remaining metal tube fuel lines revealed no evidence indicating a release. The flexible rubber fuel lines were completely burned away leaving no evidence to examine.

During the investigation, [REDACTED] owner, operator and insured of the vehicle, was interviewed concerning the events surrounding the incident. [REDACTED] reported the vehicle was serviced by Gullo Ford-Mercury in Conroe, Texas, during October or November of 2003. Reportedly the engine was misfiring, and Gullo Ford reported there was carbon buildup in the intake, and the engine was serviced. [REDACTED] reported that after the service the vehicle was running smooth. [REDACTED] reported that on the day of the fire he left the house at approximately 5:45 A.M. and headed to Home Depot. He drove approximately five to seven minutes traveling four to six miles. Approximately 100 yards north of Lake Woodlands Road, while on New



Trails Drive [REDACTED] reported a gasoline smell in the air. He reported the vehicle was running smooth and no indicator lights in the instrument cluster were lit. At approximately three-quarters the way to Research Forest, [REDACTED] turned right onto Crestline Street, exited the vehicle and smelled a strong odor of gasoline. He approached the engine hood, turned back to get a flashlight, and the vehicle made a "whoosh" sound and the engine compartment started on fire.

Alldata and the National Highway Traffic Safety Administration (NHTSA) websites were researched for specific recalls, complaints, and technical bulletins concerning this area of fire origin. The NHTSA website listed a recall, number 98V312000, stating fuel line assemblies may have been damaged by the supplier during manufacturing, allowing leakage. Notification began approximately January 3, 1999. The owner did not mention recall work that had been performed to any components of the vehicle.

In conclusion, based on our site examination and interviews, it is our opinion that this fire was accidentally caused by a release of gasoline from the flexible fuel lines located in the engine compartment on the right passenger side. Due to destructive fire loss of the flexible lines, exact location and nature of the release can not be determined. This fire spread to other combustibles within the engine compartment and forward dash before being extinguished.

## Section IV

### BASIS OF REPORT

- 
1. Vehicle inspection and photograph documentation on April 14, 2004.
  2. Witness information supplied by , owner of the vehicle.
  3. Recall and technical bulletin information researched on AllData and NHTSA websites.



**Section V**  
**ATTACHMENTS**

[REDACTED]

May 4, 2004

PE04-078 C 2844

Page 7

**Section V**  
**ATTACHMENT A**



**Photographs**

*Photographs taken during an inspection that are not included in this report are retained in our files and are available upon request.*

PE04-878 C 2645

**PHOTOGRAPH 1:**

**1999 Ford Expedition, VIN 1FMRU1761XL [REDACTED] Fire damage moderate-to-severe in the engine compartment.**



**PHOTOGRAPH 2:**

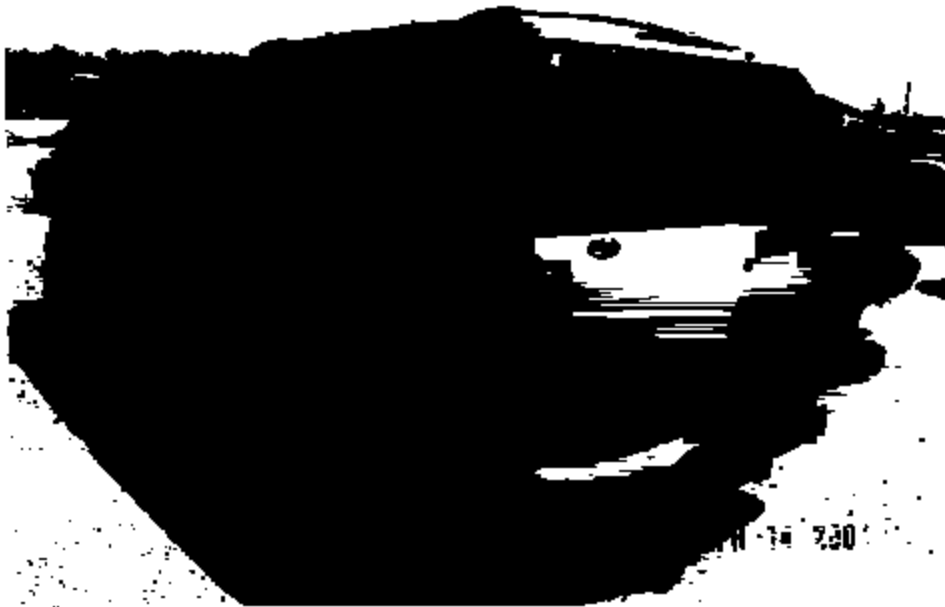
**Fire damage extended to the windshield and forward portion of the front door.**



FEB-878 C 2846

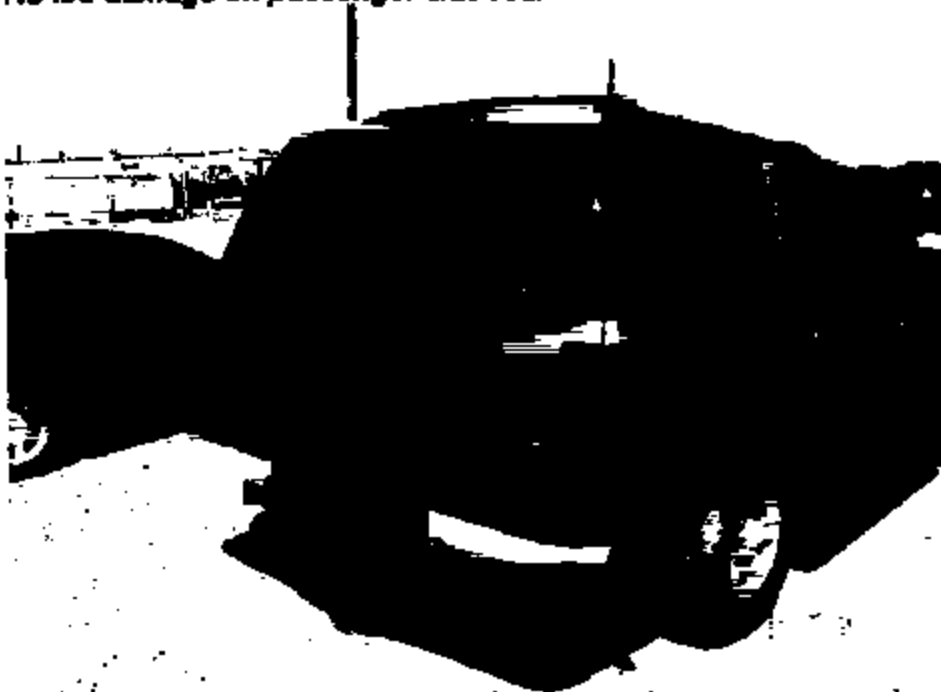
**PHOTOGRAPH 3:**

*No fire damage noted on driver side rear. Smoke staining on windows increased from the back to the front.*



**PHOTOGRAPH 4:**

*No fire damage on passenger side rear.*



REC-078 C 2047

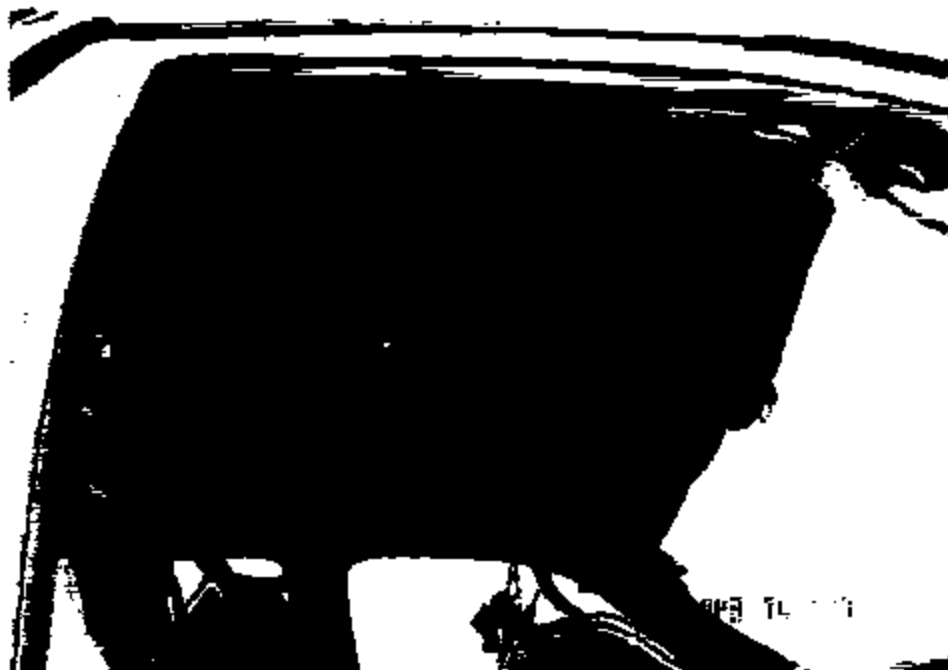
**PHOTOGRAPH 5:**

*Fire damage extended toward the forward portion of the front door. The engine compartment hood had burned away.*



**PHOTOGRAPH 6:**

*Looking up at the headliner from the passenger front door. Fire damage increasing toward the front of the vehicle.*



PE04-070 C 2848

**PHOTOGRAPH 7:**

*Fire damage increased toward the dash where a hole was burned and melted. Electrical components in dash remained intact.*



**PHOTOGRAPH 8:**

*Hole in dash as seen from passenger A column. Heat and flames approached forward portion of dash from the engine compartment.*



PE04-070 C 2049

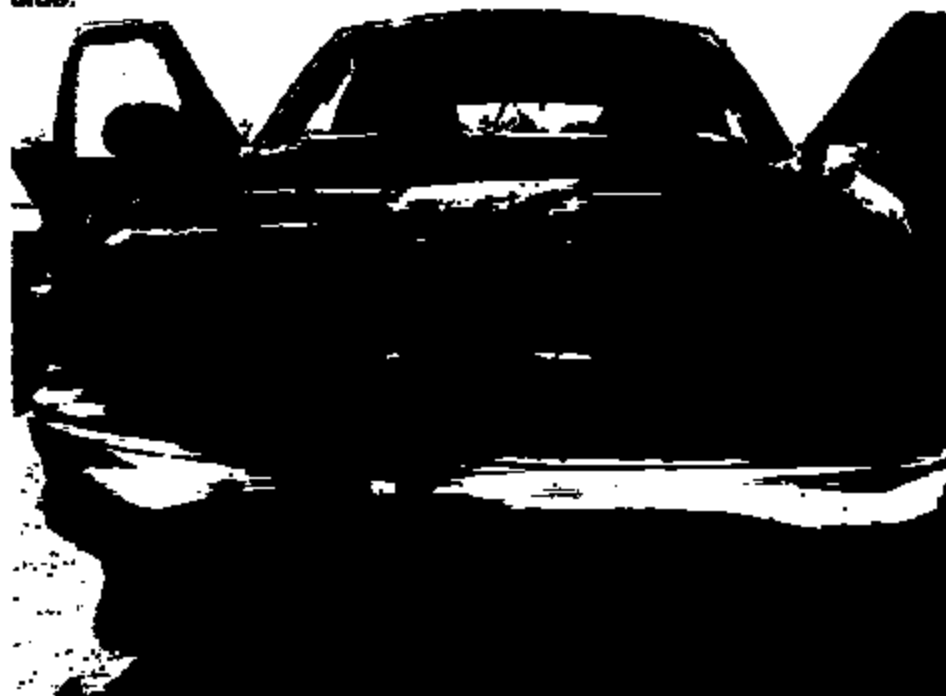
**PHOTOGRAPH 9:**

*Debris pile from fire scene in driver side foot well. Fuse panel, behind cover, was intact with only fuse 14 open, protecting the battery saver relay and the interior lamp relay.*



**PHOTOGRAPH 10:**

*Fire damage at front grill increased toward the right passenger side from the left driver side.*



P24-578 C 2828

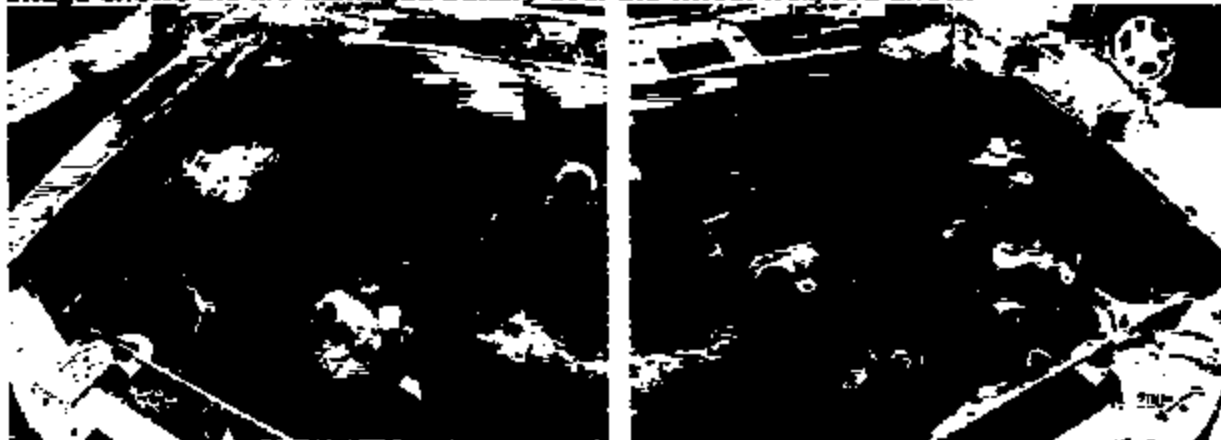
**PHOTOGRAPH 11:**

*Overall view of engine compartment with rear bulkhead at the top of the image. Fire damage increased from the right drive side to the left passenger side.*



**PHOTOGRAPH SERIES 12:**

*Left image is detail of right passenger side while right image is detail of left driver side. The master cylinder, green arrow, is intact, as well as the electrical wiring. The left image shows the fire damaged battery over the wheel well, red arrow.*



PE04-070 C 2051



**PHOTOGRAPH 13:**

*The radiator showed evidence of a longer duration fire exposure on the right passenger side.*



**PHOTOGRAPH 14:**

*Looking at the fuel supply lines, arrowed, in the passenger side front wheel well. The flexible lines were burned away.*



PEM-87B C 2852

**PHOTOGRAPH 15:**

*Flexible lines for the high pressure air conditioner lines were intact while soft metal, aluminum, is melted. The fuel lines were originally routed within this space.*



**PHOTOGRAPH 16:**

*Looking up into the passenger side wheel well. The end of the fuel lines are seen connected to the remains of the flexible fuel line.*



PEBA-978 C 2883

**Section V**  
**ATTACHMENT B**



**NHTSA Recall Number 98V312000**

## Recalls Summary

**Make:** FORD  
**Model:** EXPEDITION  
**Year:** 1999  
**Recall Number:** 98V312000

**Summary:**

VEHICLE DESCRIPTION: SPORT UTILITY VEHICLES. THE FUEL LINE ASSEMBLIES MAY HAVE BEEN DAMAGED BY THE SUPPLIER DURING MANUFACTURING, ALLOWING LEAKAGE.

**Consequence:**

FUEL LEAKAGE IN THE PRESENCE OF AN IGNITION SOURCE CAN RESULT IN A FIRE.

**Remedy:**

DEALERS WILL INSPECT THESE VEHICLES AND, IF NECESSARY, REPLACE THE FRONT AND REAR FUEL LINE ASSEMBLIES.

**Notes:**

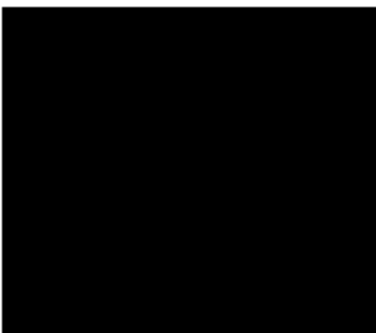
OWNER NOTIFICATION IS EXPECTED TO BEGIN JANUARY 3, 1999. OWNERS WHO TAKE THEIR VEHICLES TO AN AUTHORIZED DEALER ON AN AGREED UPON SERVICE DATE AND DO NOT RECEIVE THE FREE REMEDY WITHIN A REASONABLE TIME SHOULD CONTACT FORD AT 1-800-392-3673. ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-DOT (1-888-327-4236).

Close Window

**Section V**  
**ATTACHMENT C**



**CVs**



[REDACTED] B.S., C.F.E.I.  
**PROJECT FIRE CONSULTANT**

[REDACTED] graduated from [REDACTED] with a Bachelor of Science degree in Fire Protection and Safety Engineering Technology. [REDACTED] specific areas of experience include fire and life safety inspections, and design and testing of fire sprinkler and fire alarm systems for residential and commercial premises.

Primary areas of consultation include fire origin and cause, fire code and fire protection system review, fire analysis, fire modeling, research and testing. Associated areas include hydraulic calculation and inspection of sprinkler systems for all new construction, as well as post-fire examination for sprinkler system performance, and inspection and proper maintenance of fire prevention equipment.

[REDACTED] is has experience as a volunteer firefighter with several volunteer fire departments in Georgia and North Carolina. He is familiar with the purpose and use of all personal fire protection equipment. He has worked for the Georgia State Fire Marshal's office. He is familiar with industry fire codes, standards and guidelines, and reviewing design/construction plans/specifications for code compliance.

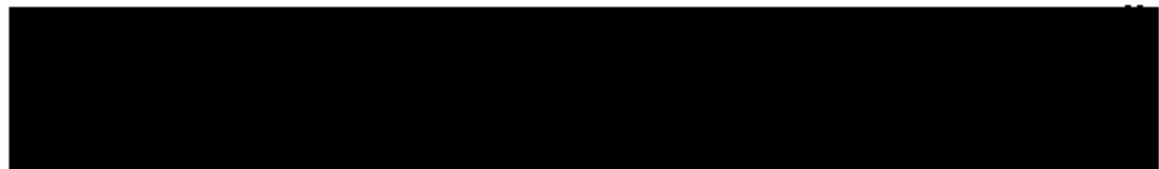
**EDUCATION AND PROFESSIONAL ASSOCIATIONS**

- Bachelor of Science - Fire Protection and Safety Engineering Technology - Oklahoma State University, Oklahoma
- Associate in Applied Science - Fire Protection Technology - Guilford Technical Community College, North Carolina
- Certified Fire and Explosion Investigator, National Association of Fire Investigators
- Certified Fire Investigator Instructor, National Association of Fire Investigators
- Certified Fire Protection Specialist, National Fire Protection Association
- NPQ 1 Fire Fighter, National Board on Fire Service Professional Qualifications
- NPQ 1 Fire and Life Safety Educator, National Board on Fire Service Professional Qualifications
- NPQ Hazmat Awareness Level, National Board on Fire Service Professional Qualifications

Member: National Association of Fire Investigators  
National Institute for Certification in Engineering Technologies

**EMPLOYMENT HISTORY**

- 2003 - Present Rimkus Consulting Group, Inc.
- 2001 - 2003 Georgia Fire Marshal's Office, Atlanta, Georgia
- 1999 - 2001 Grinnell Fire Protection Systems/Simplex Grinnell, Conyers, Georgia
- 1998 - 1998 Gainesville Fire and Rescue Department, Gainesville, Florida



PE04-878 C

ENT

[REDACTED]

**DETAILED PROFESSIONAL EXPERIENCE:**

**RIMKUS CONSULTING GROUP, INC.**

**2003 – PRESENT**

Project Fire Consultant

Investigate cause and origin of fires in industrial, commercial, and residential facilities and in vehicles. Evaluating fire protection systems. Assist in investigations and the development of cases not fire related.

**GEORGIA FIRE MARSHAL'S OFFICE**

**2001 – 2003**

Fire Safety Engineer

Review water-based automatic fire protection systems for code compliance. Review day-care and hospital occupancies for Life Safety Code (LSC) compliance. Consulted with architects, contractors, and owners of day-care and hospitals for LSC concerns. Research state adopted codes for code compliance, call in questions and variance requests.

**GRINNELL FIRE PROTECTION SYSTEMS/SIMPLEXGRINNELL**

**1999 – 2001**

Designer

Design and hydraulic calculation of fire sprinkler systems for various building code occupancies using current NFPA standards.

**GAINESVILLE FIRE AND RESCUE DEPARTMENT**

**1998 – 1998**

Intern

Perform fire and life safety inspections to ensure code compliance. Plan review for all new construction.



[REDACTED] C.F.E.I., C.F.I.I., C.V.F.I., P.I.  
SENIOR FIRE CONSULTANT – DIVISION MANAGER

[REDACTED] has extensive experience in the fire-related sector encompassing 28 years in the municipal fire service and additional 12 plus years, which are specific to the insurance and legal industries. This experience includes a combination of field and management assignments in the fire service including suppression, prevention, investigation, and training.

[REDACTED] specific areas of experience include determining the cause and origin of fires. His fire cause and origin determinations have primarily included, but are not limited to, assignments involving residential, commercial, industrial, vehicle, marine, farm implement/equipment, chemical, and energy product-related fires. [REDACTED] expertise also includes the ability to perform inspections and critique residential and commercial property for fire code compliance with the National Fire Protection Association (NFPA) Fire Codes.

[REDACTED] is qualified as an expert witness in the determination of fire cause and origin cases both for civil and criminal cases. His qualifications have been proven in numerous depositions and testimonies for local, state, and federal court systems. As an expert, he has been challenged on numerous occasions in the court system relating to the Daubert Act. He has never failed a Daubert court challenge.

#### EDUCATION AND PROFESSIONAL ASSOCIATIONS

Associate of Arts - Fire Protection Technology - El Centro College, Dallas, TX  
Associate of Arts - Criminal Justice - El Centro College, Dallas, TX  
Texas Municipal Fire Training School Staff Instructor - Texas A & M University  
North Texas Police Academy Staff Instructor - Arlington, TX  
Texas Department of Public Safety Training Academy Staff Instructor - Austin, TX  
Certified in Fire Suppression and Fire Service Education and Training by the Texas Commission on Fire Protection Personnel Standards and Education  
Certified Fire and Explosion Investigator (CFEI)  
Certified in HAZWOPER (NEI-29CFR1910.120) Program  
Completed OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Course  
Completed OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Site Supervisor Course  
Certified Instructor for Texas Department Of Insurance Continuing Education Courses  
Completed NFPA - 921 Training Course  
Fire Dynamic, Scientific Insights of Investigators- Oklahoma State University  
Fire Origin and Cause – Public Agency Training Council  
Registered with the Texas Board of Private Investigators and  
Private Security Agencies - License No. A-05995  
Registered - Louisiana Board of Private Investigator Examiners - Certificate No. 3594-012898-1A  
Certified Instructor Texas Department of Insurance Continuing Education Courses  
921 Training Seminar-Dallas Fire Department  
2002 Focus On Fraud Seminar

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PE04-918 C 2899





[REDACTED]

Vehicle Fire, Arson & Explosion Investigation Science & Technology Seminar

Member: International Association of Fire Chiefs  
National Fire Protection Association  
Louisiana Chapter of IAAC  
North Texas Fire Investigators Association  
Texas Advisory Council on Arson (ATAC)  
International Association of Arson Investigators  
National Association of Fire Investigators  
Tarrant County Claims Association  
Dallas County Claims Association

### EMPLOYMENT HISTORY

1993 - Present Rimkus Consulting Group, Inc.  
1989 - 1993 Special Investigations Unit, Inc.  
1987 - 1989 White Law Firm  
1973 - 1987 Dallas/Ft. Worth International Airport Department of Public Safety  
1959 - 1973 City of Irving, Fire Department  
1958 - 1959 U.S. Army

### DETAILED PROFESSIONAL EXPERIENCE:

#### RIMKUS CONSULTING GROUP, INC.

1993 - PRESENT

##### Senior Fire Consultant - Division Manager

Timely investigation of fire losses of various types including determining the cause and origin of fires in industrial, commercial, residential facilities and in all types of transportation-related vehicles; evaluate fire protection systems, assist in investigations involving the development of cases not fire related; identify, document, and articulate subrogation potential and avenues of loss mitigation; technical correction of conclusions, and adherence to industry standards.

#### SPECIAL INVESTIGATIONS UNIT, INC.

1989 - 1993

##### Special Investigator

Responsible for the investigation of suspect insurance claims with emphasis on those involving fire science needs. Served as primary fire investigator, which included the analysis of fires and explosions for cause and origin in structures and equipment, fire safety consultations and fire code reviews. Duties also included accident review and reconstruction, and product design failures. Interacted with various police and fire officials in most cities and states as assignments required.

**WHITE LAW FIRM**

**1967 - 1989**

Staff Investigator

Employed as a staff member with primary duties to investigate case files as required for firm's attorney staff. Compile reports outlining facts and findings relating to cases. Worked with attorneys in preparing cases for the courtroom. Scope of responsibility included working with clientele both in person as well as on the telephone. Worked with attorney staff on obtaining depositions as required. Duties also included coordinating with court personnel. Assisted in litigation preparation projects.

**DALLAS/FT. WORTH INTERNATIONAL AIRPORT**

**1973 - 1987**

Division Commander

Assisted in developing the start-up and operation of the airport's public safety department. Duties included screening applicants for hiring of police, fire, and medical personnel required to staff a 400-person department. Upon hiring of personnel, assisted in an extremely intense public safety-training program, which was implemented to meet the airport's opening date requirements. Responsibility included the management of the department's records, telecommunications, data processing, purchasing, department inventory, training, human resources and miscellaneous other department functions. Instrumental in developing the disaster plan for the airport and the surrounding cities relating to aircraft and other disasters. Assisted in establishing mutual aid pacts with fire departments surrounding the airport to assist in the event of the crash of a large aircraft. Developed program material used in training other airport public safety departments across the nation.

Was instrumental in the design of security programs including feasibility studies; design and safety consultations; development and implementation of large-scale programs. Took part in several security design programs for the airport including the closed circuit television program for all passenger terminals, employee identification badge system, vehicle transducer program and presidential/dignitary visits.

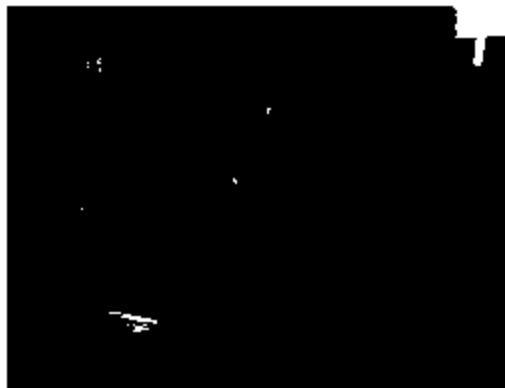
Planned and conducted mock disasters to test personnel and airport's disaster plan. Plan received worldwide recognition awards for proven excellence after the 1985 Delta 191 air crash. Assisted in preparing and controlling the department's annual budget; prepared annual and special reports to department director.

**CITY OF IRVING FIRE DEPARTMENT**

**1959 - 1973**

District Fire Captain

Hired as a firefighter; promoted through the ranks to the position of District Fire Captain. Served as acting Battalion Chief in their absence. Duties included supervision of fire personnel in their firefighting tactics; assisted Fire Marshal in fire investigations and fire prevention programs.



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PE04-070 C 2662



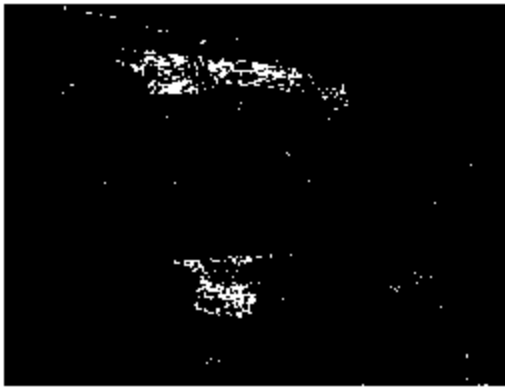
4/7/2004



4/7/2004

PE04-078 C 2003

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4/7/2004

PERA-078 C 2664

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FARMERS

CONSUMER AFFAIRS SECTION

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

4 JUN -2 A7:48

05/26/2004

Ford Motor Company  
Attn: Shawn Norton  
P O Box 6248 Md-3ne-B  
Dearborn, MI 48126

FORD MOTOR COMPANY  
RECEIVED  
- CLAIM UNIT  
JUN 03 2004  
OFFICE OF THE  
GENERAL COUNSEL

Re: Our Insured: [REDACTED]  
Loss Date: 03/27/2004  
Claim Number: [REDACTED]  
Total Amount Owed: \$13,181.43 (salvage pending)

Dear Ms. Norton:

A review of the facts of the above loss indicates that your product failed and caused damage to our insured's property. We have made payment to our insured for these damages, and now seek reimbursement from you. **WE RESPECTFULLY ASK THAT YOU NOT RESPOND TO OUR REQUEST WITH A FORM LETTER.**

You will find this correspondence and its enclosures contain substantive information and support adequate for your firm to make a decision concerning your liability.

The entities in the stream of commerce, such as you, a manufacturer, are liable in both negligence and product liability. As you know, your obligation is to properly design and test, manufacture, and give appropriate instructions for installation and use of your product.

Your product did not meet the expectations of my insured, the consumer. Your product failed and caused the loss resulting in damages of \$13,181.43 (salvage pending). Attached are documents substantiating payment.

It is our desire to settle this claim without causing you the additional time and cost of litigation or arbitration. After reviewing the enclosed, please call me to discuss resolving this matter.

Sincerely,  
Mid-Century Insurance Company of Texas

*Carmen Ruble*  
Carmen Ruble

- 99 Exped  
- VIN  
- 77,000 (circled)  
- F/21  
- WSD - 7/5/04  
- 3/27/04  
- \$13,181.43

PERM-078 C 2005

Subrogation Representative  
512-238-5746  
carnes.ruble@farmersinsurance.com  
ENCLOSURES

LMS

FE94-878 C 2508



PERM-878 C 2867







THE PROPERTY INSURANCE COMPANY  
 STACEY L CORNELL  
 10000 WOODBINE RD  
 (308) 324-8210 x 2218  
 (308) 324-8210

July 26, 2004

SHAWN NORTON  
 FORD MOTOR COMPANY  
 PARKLANE TOWERS WEST SUITE 300  
 THREE PARKLANE BLVD.  
 DEARBORN MI 48126-2568

RECEIVED AUG 2 2004

Our Client:   
 Claim/File #:   
 Date of Loss: 08/26/2003  
 Your Insured: Ford Motor Co.  
 Your File #: unknown  
 Reference: Subrogation Claim

Dear Shawn

I have enclosed all supporting documentation regarding our subrogation claim on the above-captioned matter.

Please send us your check as soon as possible. If there are any issues, let me know.

I appreciate your prompt response.

All documents enclosed, anything further please contact.

Sincerely,  
 STACEY L CORNELL  
 CL ANALYST  
 (308) 324-8210  
 Fax: (366) 304-7031  
 Email:

*NO EXP  
 - DMOTOS  
 - (M)?  
 - NO VRAH*

## FLOYD MANUFACTURING

2712 Wyoming Ave. Norfolk, VA. 23513  
757-855-0244 800-868-2018

September 10, 2003

Ford Motor Company  
P.O. Box 6248, MD 3NR-B  
Dearborn, MI 48126, USA

Attn: Consumer Affairs, Cassandra Jones-McBryde

Ref: 2000 F-Series, VIN 1FTRX17W4Y1 [REDACTED]

### TO WHOM IT MAY CONCERN:

I was very disappointed with Ford's decision not to cover this damage. The damage was from the same issue listed in the recall notice. The recall did not include my truck as it was manufactured 4 days after the recall expired. The resulting damages were a direct result of the wiper motor shorting out and igniting the combustibles in the vicinity. Additional damages were inflicted as the truck was traveling at approximately 35 MPH which made the fire burn hotter and quicker due to the added air. Additional damages did not occur as the operator stopped immediately and a passerby used a dry powder extinguisher to extinguish the flames. The Va. Beach Fire Dept. responded and assured the fire was completely extinguished. I offer this information as I am employed with the same fire dept. for the last 29 years.

This vehicle was purchased by Denei Inc. w/ Floyd Manufacturing to supplement our entire Ford Motor Company fleet. Since the inception of this company (1976) and the Joseph S. Floyd Corp. (1956), we have offered and purchased for our customers an array of different style Ford vehicles. For the most part, we have been dealing with a particular Ford dealership located at 7520 N. Military Highway in Norfolk, Va. In fact, when my father purchased his first company vehicle (1961), it came from this dealership. At one time, we purchased enough vehicles to qualify for fleet sales. At present, we have the following vehicles in our inventory: 2000 F-150 p/u (in question), 1988 Crown Victoria, 1996 Lincoln Town Car, 1995 Ford Mini Cargo Van, 1986 F-150 p/u, 1983 L-9000 Road Tractor. Personally, I own a 2002 Escape, 1997 Escort and 1987 Bronco XL. As you can see, the vehicles owned by Floyd stockholders range in years and models and continue to provide reputable service to this date. My sister and brother own an array of Ford vehicles also. Past history and wifes future purchases should be enough for Ford to reconsider its previous negative decision.

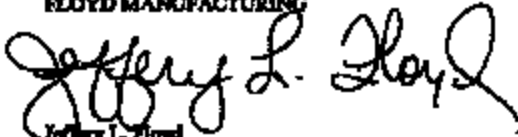
I elected to turn this claim over to the insurance company after I received information the claim had been denied by Ford via Angelo Wilder, the service manager at Freedom Ford. As you and I know, a minor claim will result in a major increase in premiums when it comes time to renew. I also elected not to be involved with a long and drawn out dispute, as the longer this vehicle stays in the shop, the more money it will cost me by not having a vehicle to perform road trips for the two companies.

In closing, I would appreciate it if you would reconsider my request to have the repairs taken care of by Ford as there are only days in question, not months or years. The amount of money needed for the repairs, approximately \$ 1,100.00, which we have received from the insurance company. This money could be returned to the insurance company and maybe not have an increase in premiums. I would like to continue our long and satisfying relationship with Ford Motor Company vehicles.

If I can be of further assistance in this matter, please do not hesitate to call.

Very truly yours,

FLOYD MANUFACTURING



Jeffrey L. Floyd  
President

[jfloyd@floydmanufacturing.com](mailto:jfloyd@floydmanufacturing.com)

cc Mr. Mark McMillan, President and Mrs. Angie Wilder, Service Manager  
Essexon Ford  
7520 N. Military Highway  
Norfolk, VA. 23511  
(757)983-3673

Travelers Casualty and Insurance Company  
Ms. Sheila Turner, Claims  
800-633-4543, ext. 6375

DESCRIPTION: engine com REPORTED: 03/2003 7:28:11 AM BY: helen FILE SIZE: 132616 WIDTH: 640 HEIGHT: 480

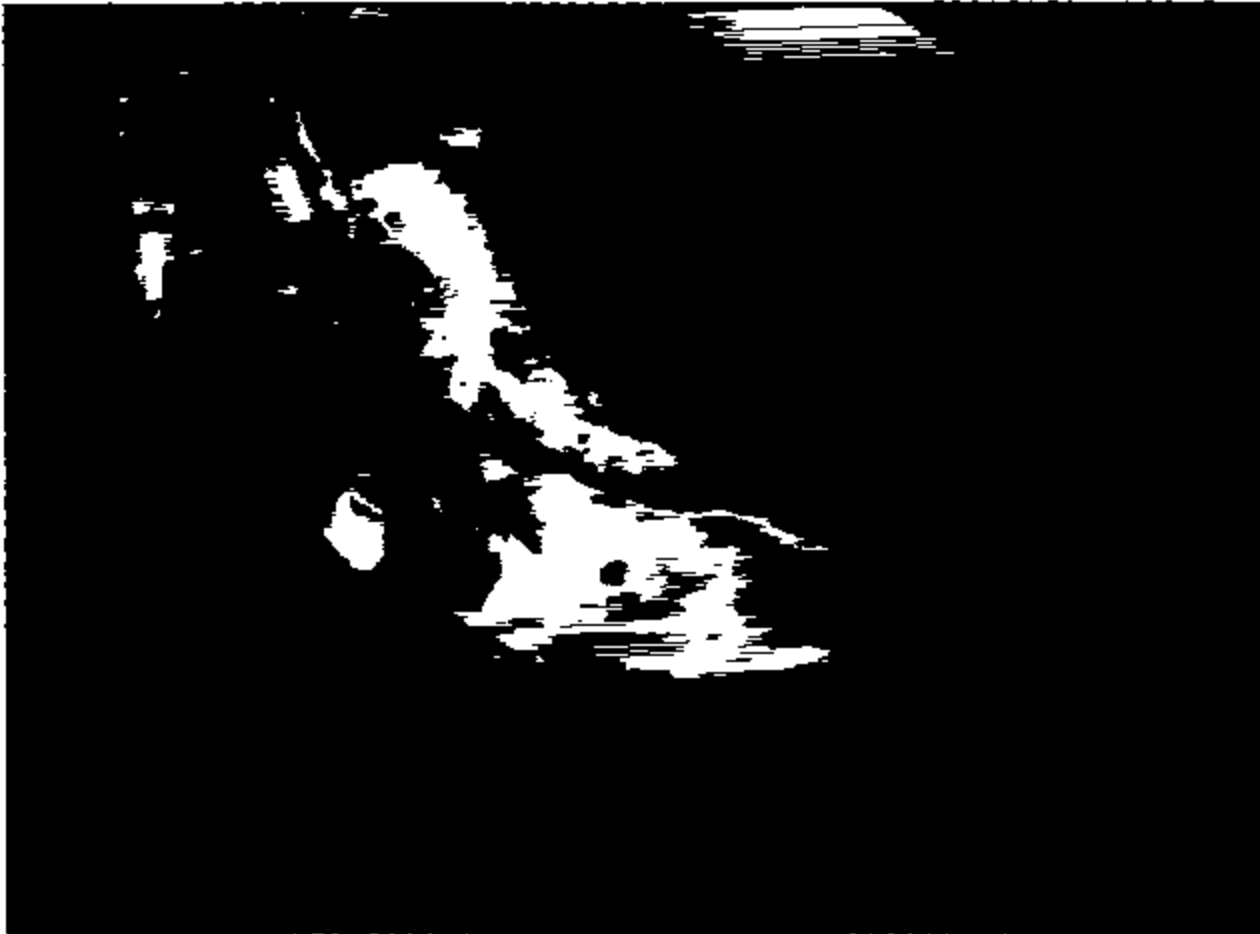


 **ST PAUL  
TRAVELERS**

PH04-078 C 2071

7/26/2004

DESCRIPTION: windshield IMPORTED; 03/2008 7:32:11 AM BY: hallen FILE SIZE: 112947 WIDTH: 640 HEIGHT: 480



 **ST PAUL  
TRAVELERS**

PC04-078 C 2072

7/26/2004

DESCRIPTION: # REPORTED: 03/2003 7:38:11 AM BY: ballen FILE SIZE: 102470 WIDTH: 640 HEIGHT: 480



 **ST PAUL  
TRAVELERS**

PE04-0718 C 2073

7/26/2004

DESCRIPTION: if REPORTED: 8/3/2003 7:28:11 AM BY: haffen FILE SIZE: 116851 WIDTH: 840 HEIGHT: 480



 **ST PAUL  
TRAVELERS**

PC04-078 C 2874

7/26/2004

DESCRIPTION: R REPORTED: 03/2003 7:38:11 AM BY: haffen FILE SIZE: 131180 WIDTH: 640 HEIGHT: 450



 **ST PAUL  
TRAVELERS**

PC94-078 C 2075

7/26/2004



**Travelers**

THE PROPERTY INSURANCE COMPANY  
JEANNE TAVARES  
P.O. BOX 3422  
FALL RIVER, MA 01722-3422  
(508) 324-8285 x 8285  
(508) 324-8285

May 12, 2004

CONSUMER AFFAIRS  
SECTION

CASSANDRA JONES-MCBRYDE, CONSUMER AFFAIRS  
FORD MOTOR COMPANY  
P.O. BOX 6248 MD 3NE-B  
DEARBORN MI 48126

4 MAY 20 09:34

Our Client: [REDACTED]  
Claim/File #: [REDACTED]  
Date of Loss: 08/26/2003  
Year Insured: 2000 FORD F-SERIES  
Year File #: 1FTRX17W4Y [REDACTED]  
Reference: Subrogation Claim



Dear MS JONES-McBRYDE

We are managing a claim on behalf of [REDACTED] who sustained damages on 08/26/2003. Our investigation of the incident shows that your insured is liable for damages.

We have made payments of \$1,231.08 for this loss. We are requesting reimbursement for that amount and [REDACTED] deductible of \$100 for a total of \$1,331.08.

We expect payment within 30 days and we will forward the deductible amount to [REDACTED] CORPORATION.

We appreciate your prompt attention.

THE WINDSHIELD WIPER MOTOR ON OUR INSURED'S VEHICLE CAUGHT FIRE, CAUSING DAMAGE. OUR SUPPORTS ARE ENCLOSED.

Sincerely,  
JEANNE TAVARES  
Claim Representative  
(508) 324-8285  
Fax: 866-304-7031  
Email:

- 8/26/03  
- '00 F-150  
- VIN  
- \$1,331.08  
- limited photos

DESCRIPTION: windshield REPORTED: 9/5/2003 7:38:11 AM BY: hollen FILE SIZE: 112947 WIDTH: 640 HEIGHT: 480



Travelers'

PER4-878 C 2877

DESCRIPTION: engine.com IMPORTED: 5/9/2003 7:35:11 AM BY: helen FILE SIZE: 132815 WIDTH: 640 HEIGHT: 480



Travelers

PERA-078 C 2879

DESCRIPTION: 0 REPORTED: 5/8/2004 7:38:11 AM BY: hmlm FILE SIZE: 102470 WIDTH: 640 HEIGHT: 480



Travelers

PE04-078 C 2879

DESCRIPTION: 1 REPORTED: 03/2003 7:38:11 AM BY: helen FILE SIZE: 131180 WIDTH: 640 HEIGHT: 480



Travelers

PER4-878 C 2688



PE04-878 C 2881