

UBA FIRE, INC
INSPECTION 12/17/02 - NEW BRITAIN CT
Photos Taken By Carl J. Natale



PHOTO 13

UBA-FIRE-12-02-013

UBA FIRE, INC
INSPECTION 12/17/02 - NEW BRITAIN CT
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PHOTO 14

12-17-02-10-0004

PO Box 6565
Harrisburg PA 17112-0565
Telephone: 717-564-7820 FAX: 717-564-0781 E-Mail: UBA@ubafe.com

UBA FIRE, INC
600 ALPHEUS RD - HARRISBURG, PA 17112-0565
INSPECTION 12/17/02 - NEW BRITAIN CT
Photos Taken By Carl J. Natale



PHOTO 15

ENR-005-1-C-0025

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UBA FIRE, INC
(717) 564-7820 - A FIRE SAFETY COMPANY
INSPECTION 12/17/02 - NEW BRITAIN CT
Photos Taken By Carl J. Natale



PHOTO 16

PHOTO 16-10-02

PO Box 6565
Harrisburg PA 17112-0565
Telephone: 717-564-7820 FAX: 717-564-0781 E-Mail: UBA@ubafe.com

UBA FIRE, INC
UBA FIRE, INC - UFA AS FENCE CO
INSPECTION 12/17/02 - NEW BRITAIN CT
Photos Taken By Carl J. Natale

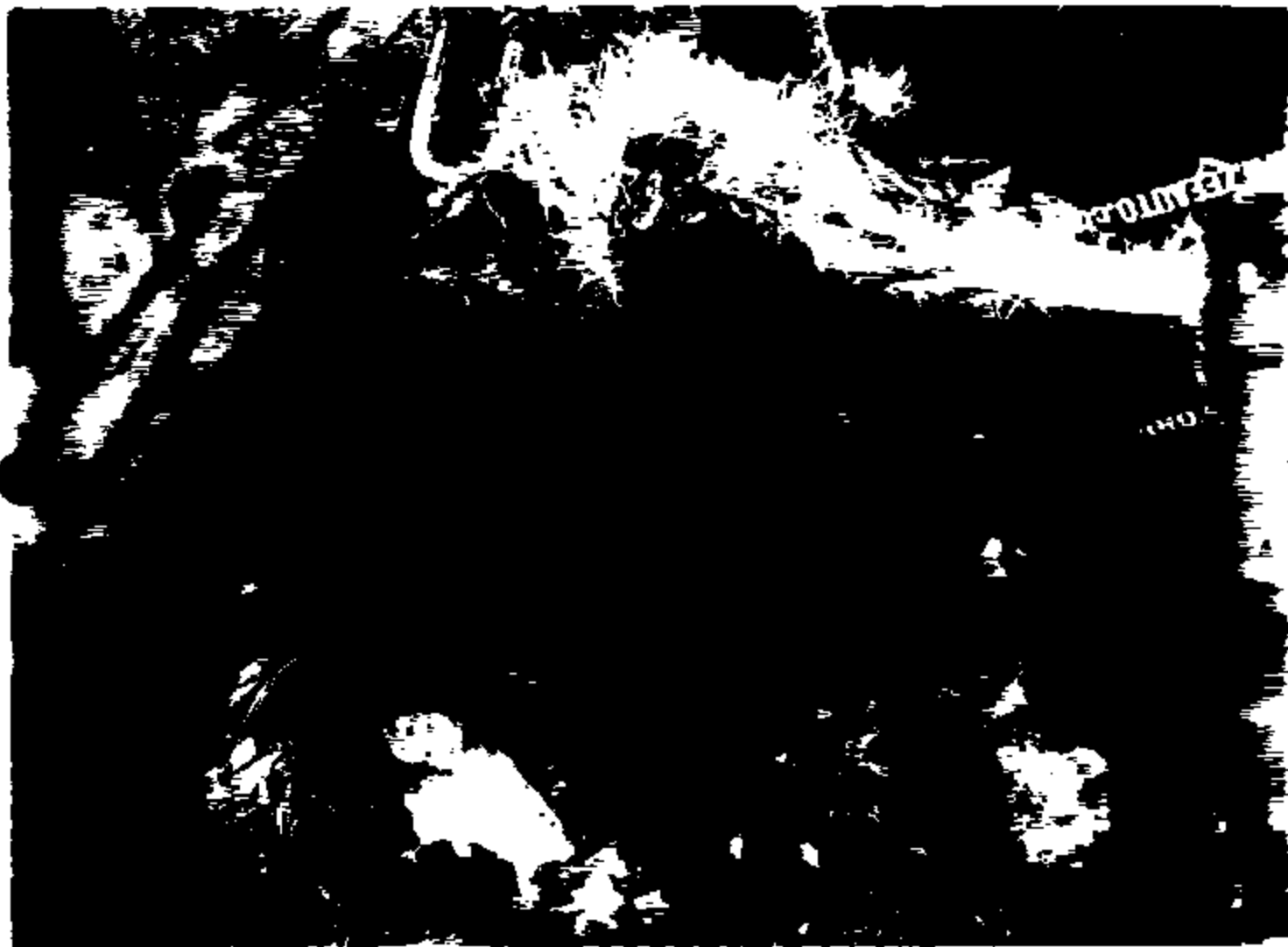


PHOTO 17

ESB-985-10-8457

UBA FIRE, INC



INSPECTION 12/17/02 - NEW BRITAIN CT
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PHOTO 18

UBA-001-LC-0018

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UBA FIRE, INC

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Photos Taken By Carl J. Natale



PHOTO 19

8888-888-10-8888

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UBA FIRE, INC

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PHOTO 20

100-317-020-0202

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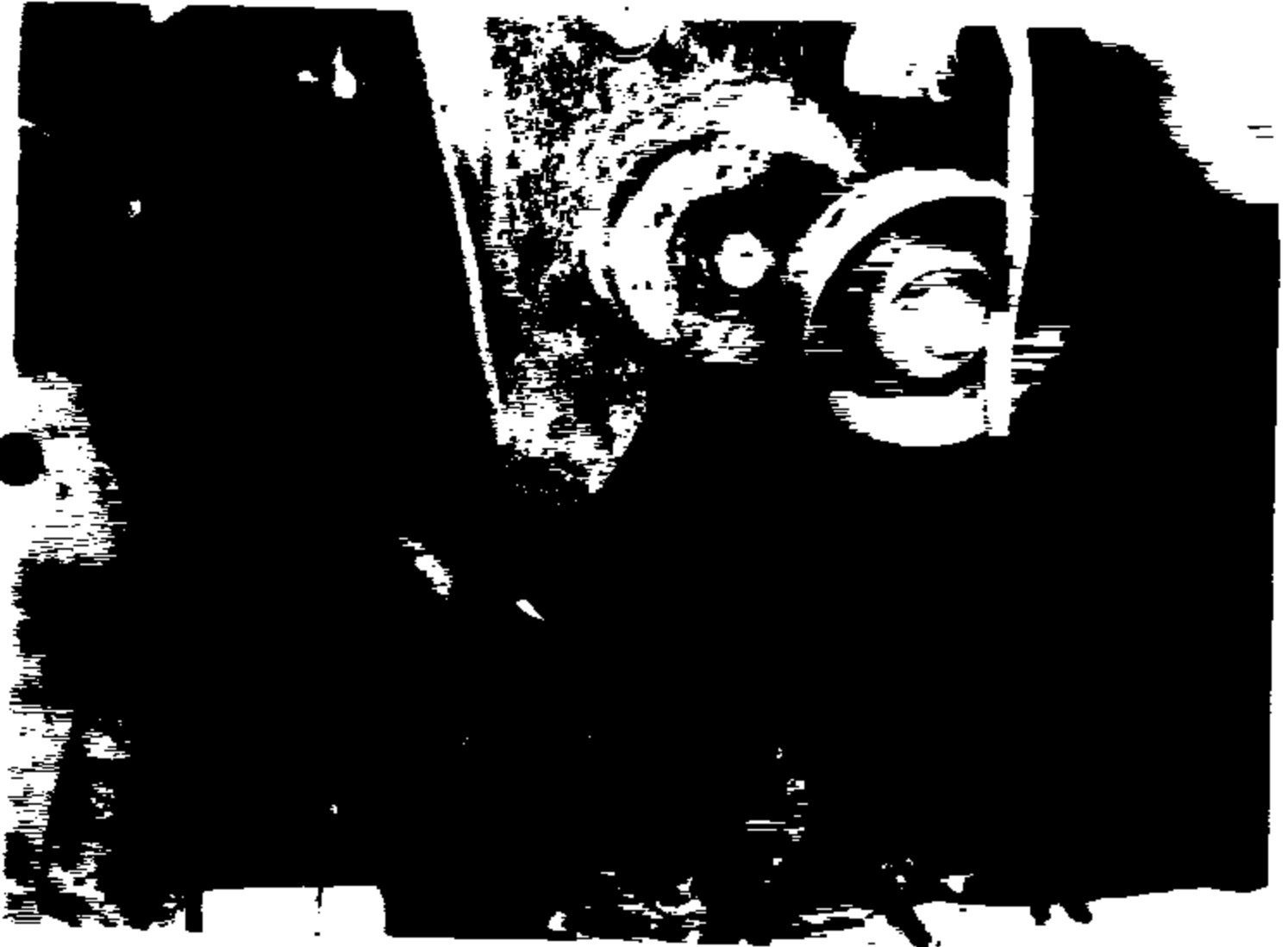


PHOTO 21

EMERGENCY-10-0441

PO Box 6565
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UBA FIRE, INC



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PHOTO 22

UBA-003-10-6402

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UBA FIRE, INC

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Photos Taken By Carl J. Natale



PHOTO 23

DNB-003-LC-0403

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UBA FIRE, INC



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PHOTO 24

2002-0820-LC-0464

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UBA FIRE, INC
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PHOTO 25

ENR-003-10-008

UBA FIRE, INC



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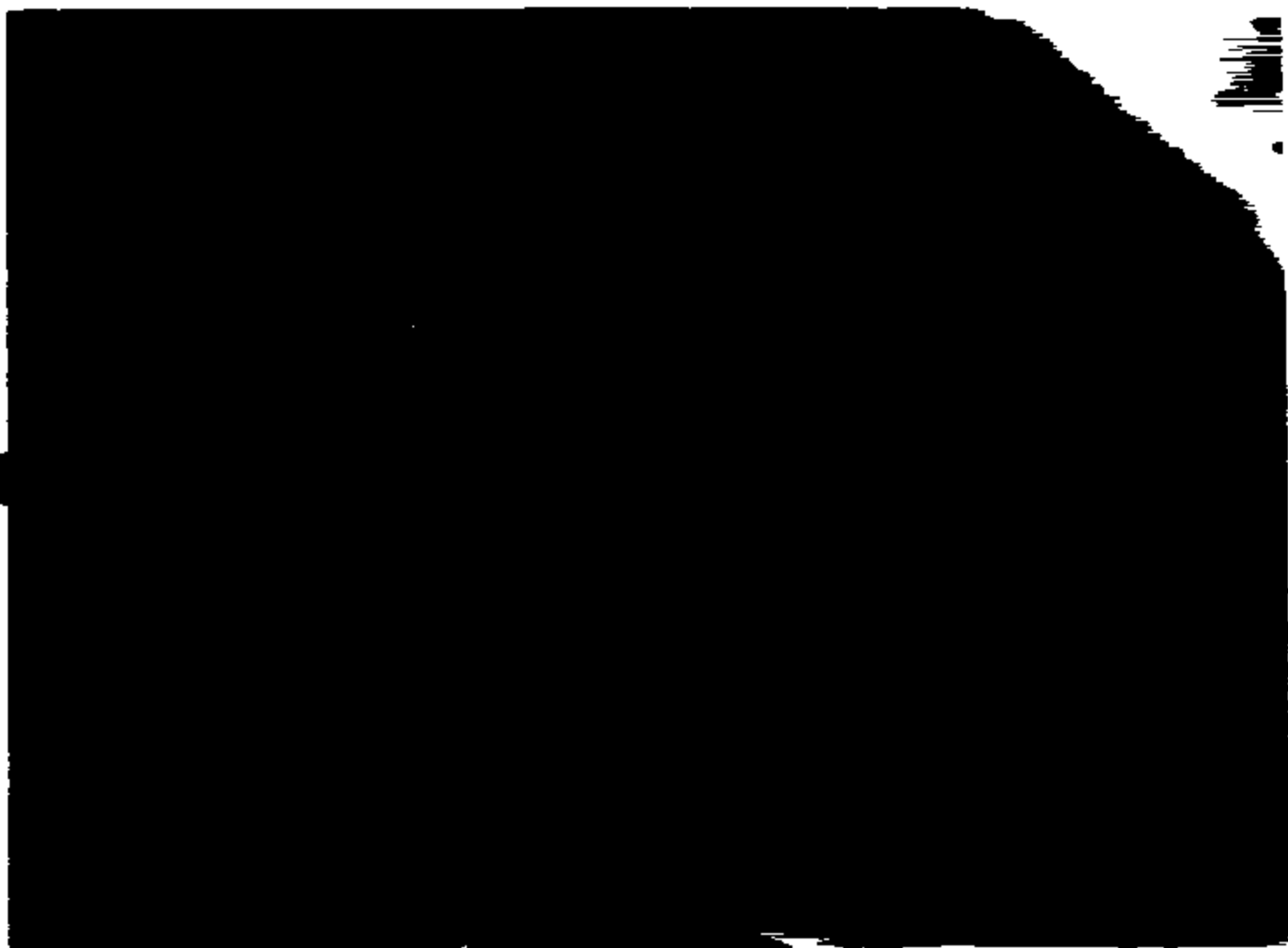


PHOTO 26

PHOTO 26-1-C-0406

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UBA FIRE, INC

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PHOTO 27

ENR05-005-LC-0457

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UBA FIRE, INC



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PHOTO 28

888-888-10-9488

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UBA FIRE, INC



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PHOTO 29

ENG-008-10-000

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UBA FIRE, INC

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PHOTO 30

EMR-885-10-8478

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UBA FIRE, INC



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PHOTO 31

EMR-885-LC-8471

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UBA FIRE, INC

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PHOTO 32

ENG-000-10-0472

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UBA FIRE, INC



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PHOTO 33

ENR-003-LC-6473

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UBA FIRE, INC



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Photos Taken By Carl J. Natale

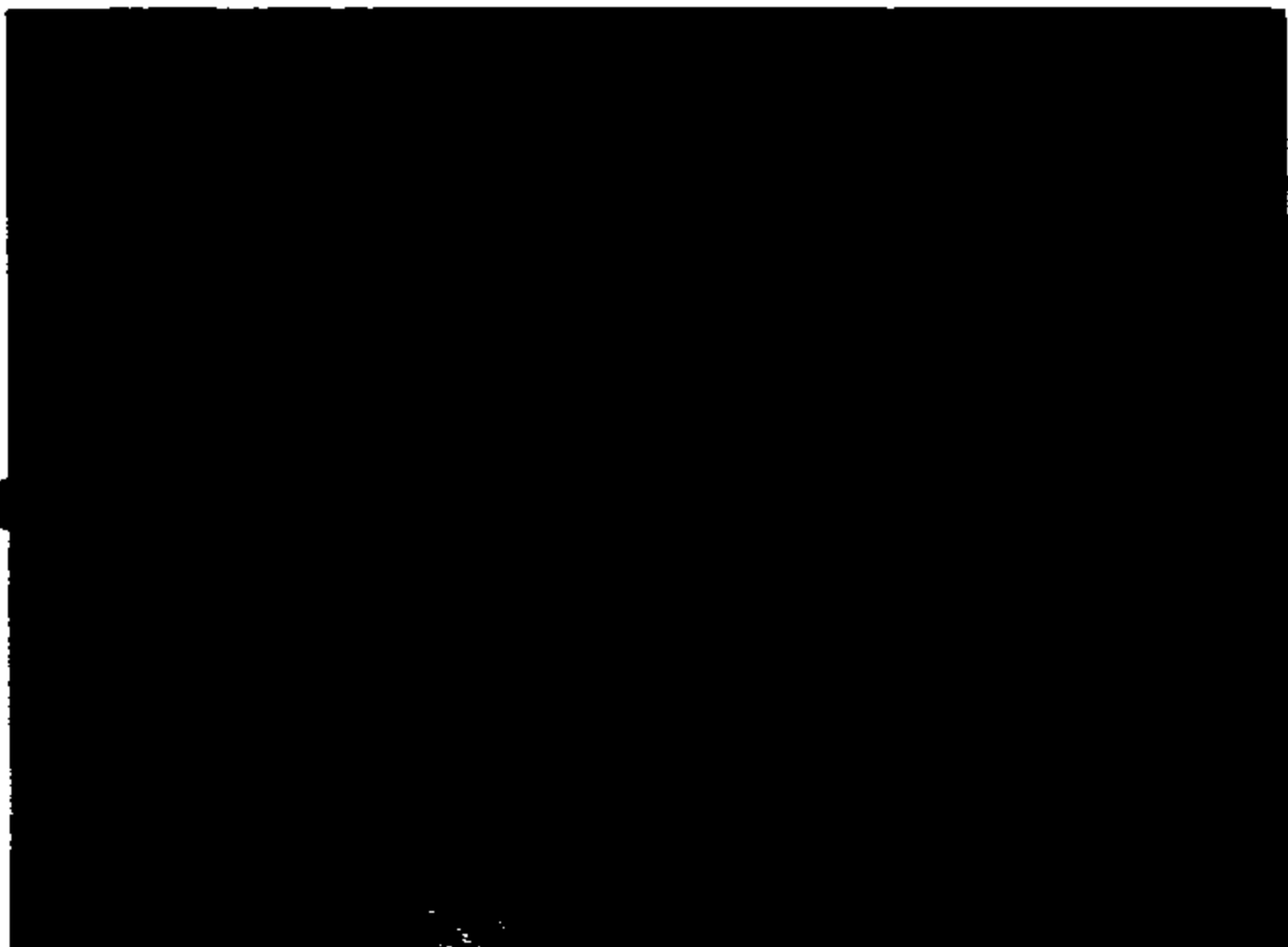


PHOTO 34

0000-0000-00-0000

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UBA FIRE, INC



INSPECTION 12/17/02 - NEW BRITAIN CT
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PHOTO 35

2005-089-LC-0475

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UBA FIRE, INC



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PHOTO 36

ENG-003-LC-0475

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UBA FIRE, INC



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PHOTO 37

2003-005-13-0477

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UBA FIRE, INC



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PHOTO 38

8112-005-10-0478

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UBA FIRE, INC

INSPECTION 12/17/02 - NEW BRITAIN CT
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PHOTO 39

ENR-085-LC-8478

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UBA FIRE, INC



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PHOTO 40

2003-005-1C-0400

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UBA FIRE, INC



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PHOTO 41

ENR-005-10-0101

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UBA FIRE, INC

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PHOTO 42

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UBA FIRE, INC

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PHOTO 43

ENR-001-LC-0483

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UBA FIRE, INC



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PHOTO 44

ENR-002-LC-0404

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UBA FIRE, INC

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PHOTO 45

2003-005-10-0405

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UBA FIRE, INC



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PHOTO 46

ENR-025-LC-0408

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UBA FIRE, INC

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PHOTO 47

0202-000-1C-0457

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UBA FIRE, INC

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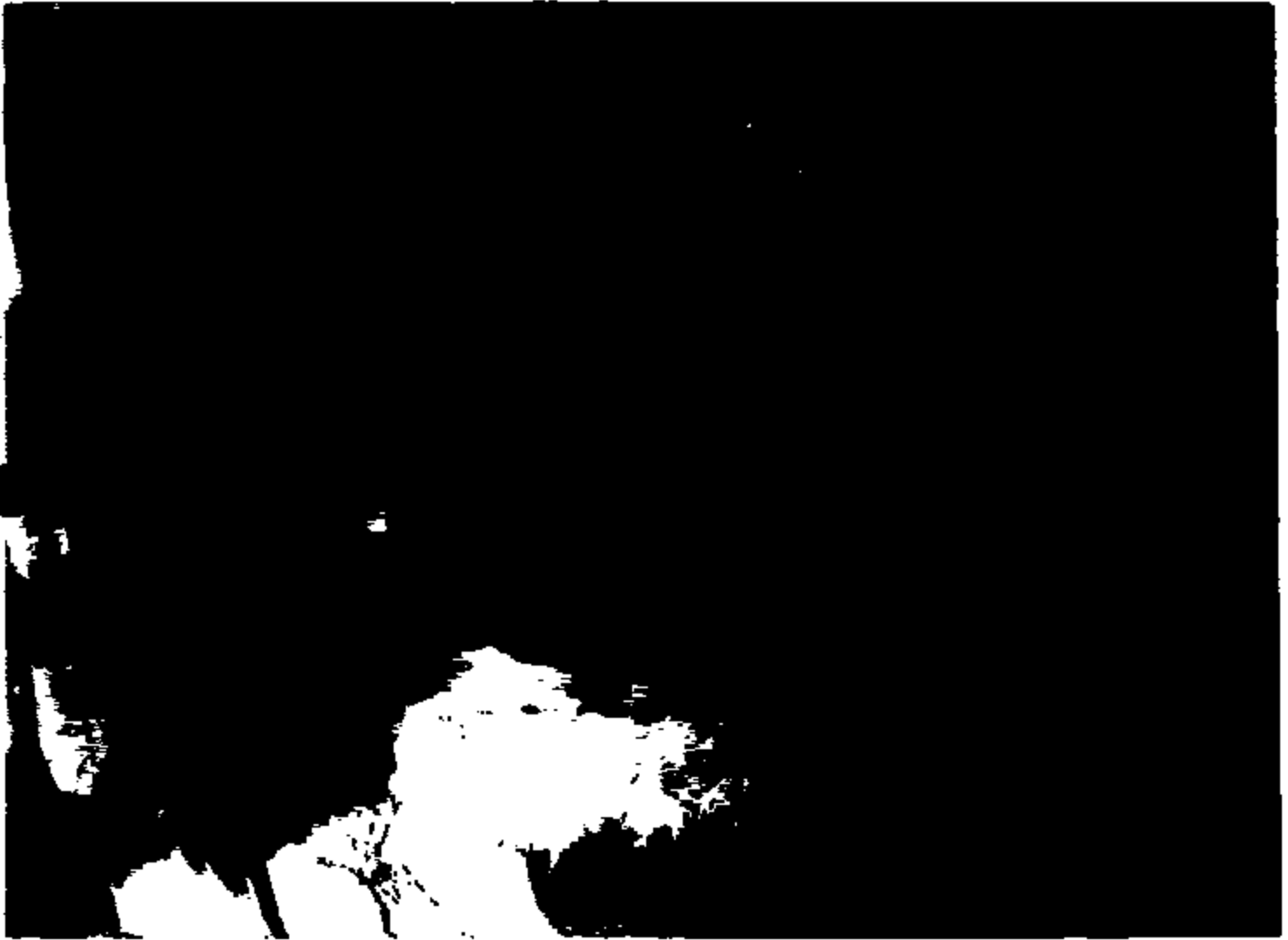


PHOTO 48

EMR-983-LC-8488

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UBA FIRE, INC



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PHOTO 49

0219-02-17-02-049

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UBA FIRE, INC



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PHOTO 50

ENR-02-13-6400

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UBA FIRE, INC



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PHOTO 51

ENG-003-LC-0491

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UBA FIRE, INC



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PHOTO 52

2702-022-10-0482

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UBA FIRE, INC



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PHOTO 53

2003-02-13-0403

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UBA FIRE, INC

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PHOTO 54

ENR-000-1C-0101

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PHOTO 55

0210-005-10-0100

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UBA FIRE, INC



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PHOTO 56

2002-002-10-0499

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UBA FIRE, INC



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PHOTO 57

ENR-000-LC-0497

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UBA FIRE, INC



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PHOTO 58

EM-500-LC-0408

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UBA FIRE, INC



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Photos Taken By Carl J. Natale



PHOTO 59

ENC-003-LC-0100

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UBA FIRE, INC

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PHOTO 60

UBA-003-LC-0008

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UBA FIRE, INC
INSPECTION 12/17/02 - NEW BRITAIN CT
Photos Taken By Carl J. Natale



PHOTO 61

2003-082-LC-0201

UBA FIRE, INC



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PHOTO 62

ENR-003-LC-0302

PO Box 6565
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UBA FIRE, INC



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PHOTO 63

2003-02-17-0007

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UBA FIRE, INC



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PHOTO 64

1000-45/41AS

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UBA FIRE, INC



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PHOTO 65

2003-002-10-0300

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UBA FIRE, INC
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Photos Taken By Carl J. Natale



PHOTO 66

0000-07-000-0000

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UBA FIRE, INC



INSPECTION 12/17/02 - NEW BRITAIN CT
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PHOTO 67

ENG-002-LC-0287

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UBA FIRE, INC



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PHOTO 68

2003-005-1-C-0200

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UBA FIRE, INC
INSPECTION 12/17/02 - NEW BRITAIN CT
Photos Taken By Carl J. Natale

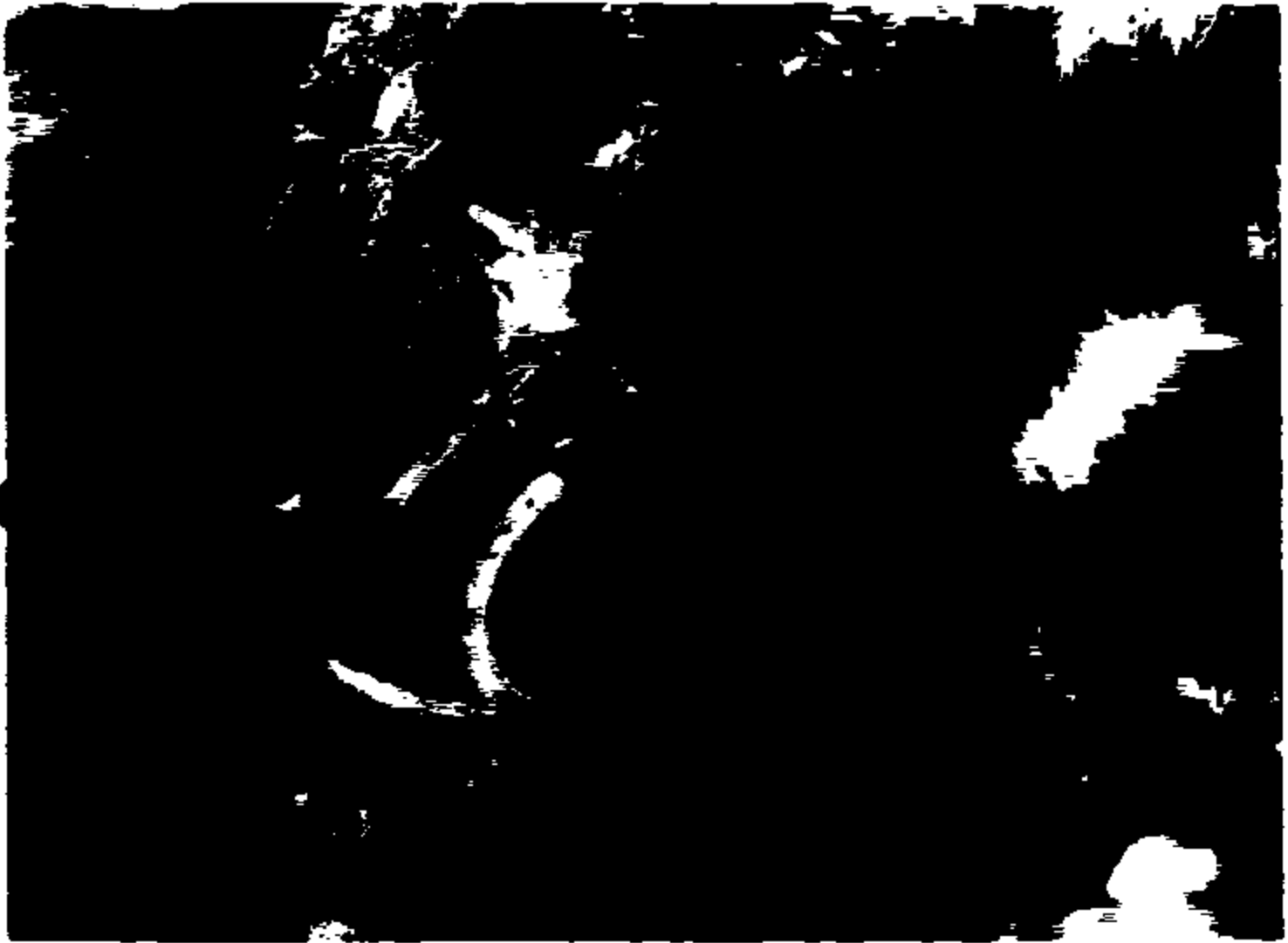


PHOTO 69

ENR-003-LC-0300

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UBA FIRE, INC

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PHOTO 70

ENR-005-1C-0310

PO Box 6565
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Telephone: 717-564-7820 FAX: 717-564-0781 E-Mail: UBA@ubafe.com

RETURN DATE: FEBRUARY 24, 2004 : SUPERIOR COURT
[REDACTED] : J.D. OF NEW HAVEN
V. : AT NEW HAVEN
FORD MOTOR COMPANY : JANUARY 30, 2004

COMPLAINT

1. The plaintiff, [REDACTED], is a mutual insurance company, lawfully conducting business in the State of Connecticut.
2. The plaintiff, [REDACTED] is a company, lawfully conducting business in the State of Connecticut.
3. On or about September 24, 2002, and for sometime prior thereto, the plaintiff, [REDACTED] had issued a policy of insurance numbered ASK-Y91-550413-022 to [REDACTED] which policy insured it against losses to a 2002 Ford Econoline E150 Cargo Van bearing vehicle identification number 1 FTRE 14262HA 55888.
4. The defendant, Ford Motor Company, was at all times material to this Complaint, a corporation, lawfully conducting business in the state of Connecticut.

5. On or about September 24, 2002, on Interstate 95 North near exit 18 the 2002 Ford F150 Econoline Van caught fire causing significant property damage to the vehicle and resulting in financial loss to the plaintiffs.

6. The defendant, Ford Motor Company, manufactured, owned, and/or leased the 2002 Ford F150 Econoline Van that caught on fire and which caused damages to the plaintiffs.

7. The defendant, Ford Motor Company is a product seller within the definition of Connecticut General Statutes §52-572m.

8. The 2002 Ford F150 Econoline Van as sold/and or supplied and/or leased by the defendants, was defective, and unreasonably dangerous and could not be used without unreasonable risk of fire or damage to [REDACTED] employees and/or property including but not limited to the Ford.

9. The defendant, Ford Motor Company is liable to [REDACTED] and Wausau Insurance Co. for damages caused by the Ford Econoline van pursuant to Connecticut General Statutes § 52-572m *et seq* in that:

- a. it knew or should have known of the dangerous characteristics of the Ford Econoline van and/or the fuel line system of the Ford

(hereinafter fuel line system) as installed and failed to warn [REDACTED]

- b. it failed to properly and adequately test the Ford Econoline van and/or fuel line system before selling it;
- c. it failed to properly and adequately test the Ford Econoline van and/or fuel line system during the installation process;
- d. it failed to properly and adequately test the Ford Econoline van and/or fuel line system as assembled;
- e. it knew of or should have known of the dangerous characteristics of the Ford Econoline van and/or fuel line system yet sold it nonetheless;
- f. it improperly assembled the Ford Econoline van and/or fuel line system;
- g. it improperly manufactured the Volvo and/or wiring system;
- h. it failed to provide [REDACTED] with adequate warnings or instructions regarding the unreasonably dangerous condition of the Ford Econoline van and/or fuel line system;
- i. it breached an implied warranty of merchantability in that the Ford Econoline van and/or fuel line system was not of merchantable quality and was unfit for its intended purpose;
- j. it failed to detect the fact that the Ford Econoline van had improperly installed components, including but not limited to the fuel line system of the Ford Econoline van;

10. As a result of the defective and unsafe condition of the vehicle and the resulting damage, the plaintiff, [REDACTED] was obligated to and did pay its insured, the plaintiff [REDACTED], \$21,428.71 for damages to its' vehicle.

11. The plaintiff, [REDACTED] is subrogated to the rights of its insured, [REDACTED]

WHEREFORE, the plaintiffs claim:

1. Money damages in the amount of \$21,428.71;
2. Costs incurred in preparation of prosecution of these legal proceedings; and
3. Such other relief as the court deems appropriate.

PLAINTIFFS - [REDACTED]

By Mary T. Minor

Mary T. Minor
Their Attorney

Law Offices of Nancy S. Rosenbaum
655 Winding Brook Drive
Glastonbury, CT 06033
Tel. # 633-9471
Juris # 016566



EN03-003-10-0315

RETURN DATE: FEBRUARY 24, 2004 : SUPERIOR COURT
[REDACTED] : J.D. OF NEW HAVEN
V. : AT NEW HAVEN
FORD MOTOR COMPANY : JANUARY 30, 2004

STATEMENT OF AMOUNT IN DEMAND

The amount in demand is not less than \$15,000, exclusive of interest and costs.

PLAINTIFFS - [REDACTED]
[REDACTED] AND [REDACTED]
[REDACTED]

By Mary T. Minor
Mary T. Minor
Their Attorney
Law Offices of Nancy S. Rosenbaum
655 Winding Brook Drive
Glastonbury, CT 06033
Tel. # 633-9471
Juris # 016566





August 20, 2003

48 3274

FORD MOTOR CREDIT
ATTN SHAWN L NORTON
PARKLANE TOWERS WEST STE 300
THREE PARKLANE BLVD
DEARBORN MI 48126-2568

RECEIVED AUG 26 2003

RE: Claim No: [REDACTED]
[REDACTED]
Dot: 09-24-2002

Dear Sir,

Enclosed please find the documentation that you requested.

1. 09-24-2002, I-95 Exit 18, CT
2. Insured was driving down the road, the vehicle started to smoke. He pulled over to the side and the vehicle burst into flames.
3. Fire report enclosed
4. 2002 Ford E 150 , vin: 1FTRE14262HA55888
5. Mileage: estimated 4000
6. Photos enclosed
7. Alleged defect: gas line hose
8. Vehicle has been replaced, vehicle was deemed a total loss.
9. Vehicle located at Copart Auto Auctions (Enclosed)
10. Enclosed: Repair estimate, total loss work sheet along copies of payments and drafts.
11. Complete service history: Will forward once received
12. List of any market additions or modifications: None noted
13. Was the engine running? Yes
14. Were the keys in the ignition? Yes
15. If the vehicle was purchased used? No. Vehicle was purchased new.

Sincerely,

LORI MARCHAND
Claims Representative
Ext. 2528

CT
- 4,000 (M)

[REDACTED]
100 LINCOLNWAY WEST * MISHAWAKA IN 46546
MAILING ADDRESS: PO BOX 410 MISHAWAKA IN 46546-0410
(574)-258-4400, FAX (574) 258-5493
e-mail: Lori.Marchand@LibertyMutual.com
MEMBER OF LIBERTY MUTUAL GROUP

ERG-005-LC-6517

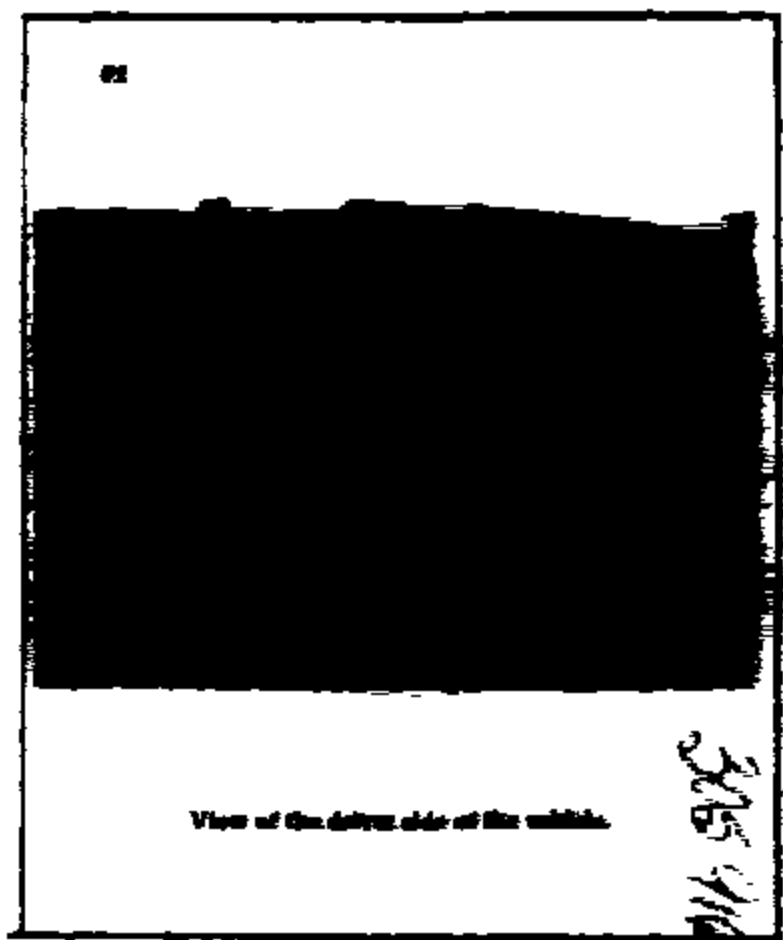


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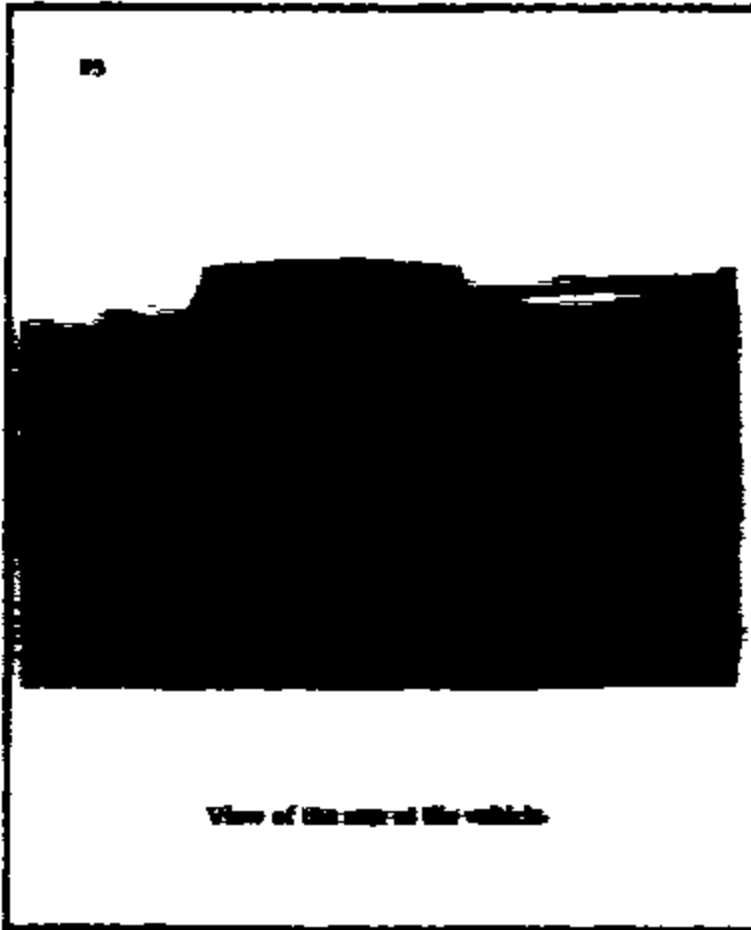


View of the front of the vehicle.

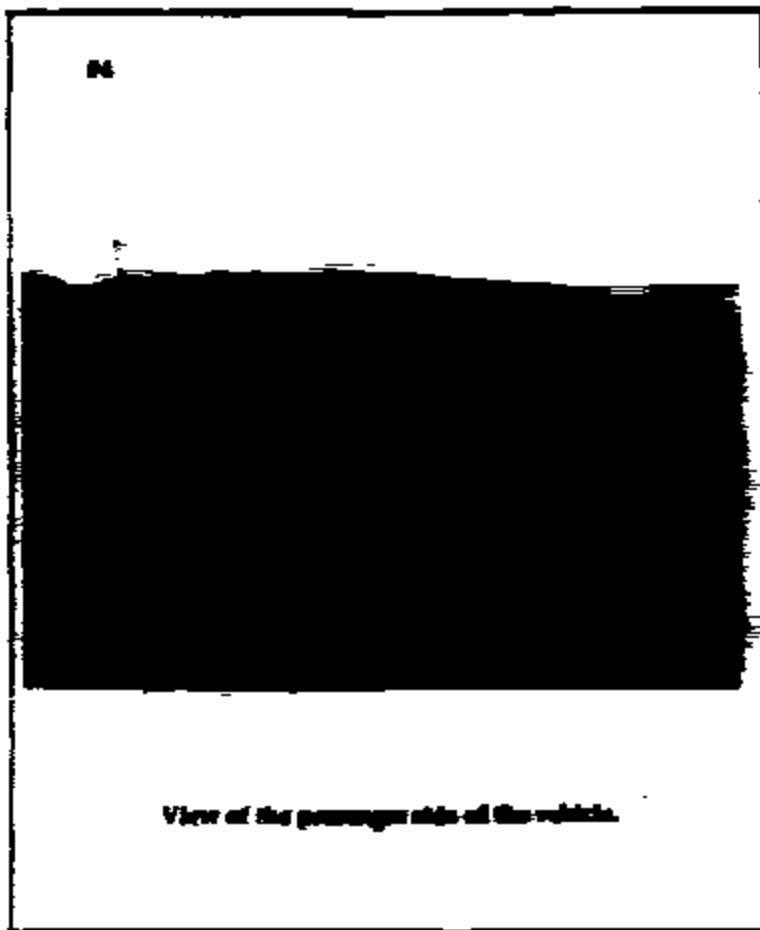
KUFTA ASSOCIATES, LTD.



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE



KUFTA ASSOCIATES LTD.



View of the passenger side of the vehicle.

APPROXIMATE LOCATION OF THE VEHICLE AT THE TIME OF THE ACCIDENT. THE VEHICLE WAS NOT FOUND.

25



View of the building at the white showing an
indication of correlation with the structure at
different ages.

KUFTA ASSOCIATES, LTD.

06



View of the right-hand side of the
interior of the vehicle.

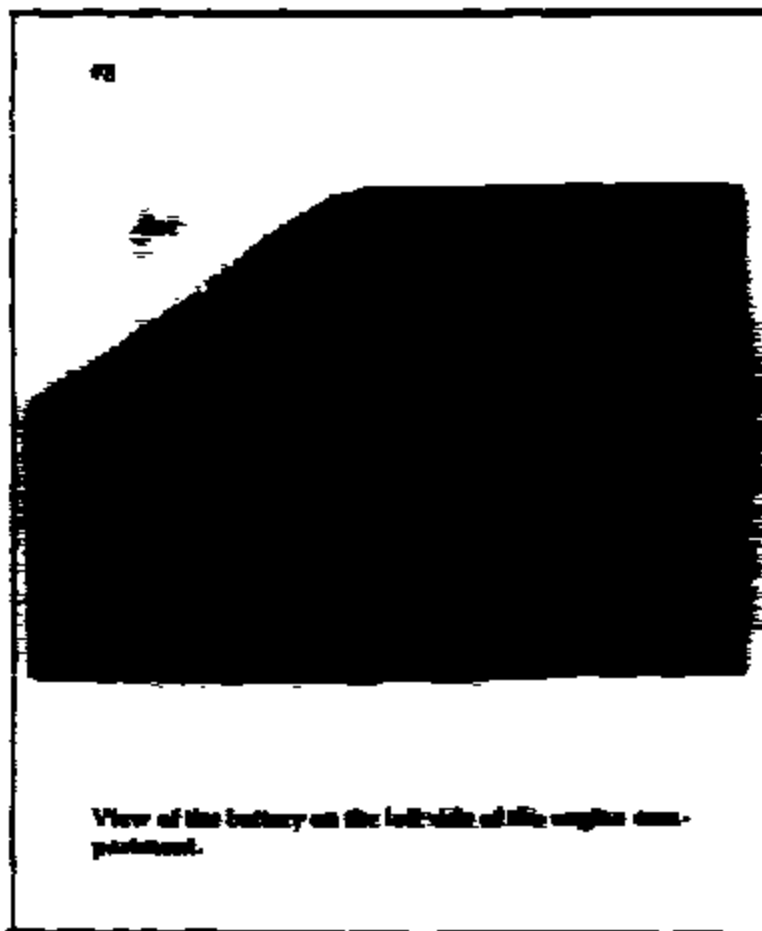
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87

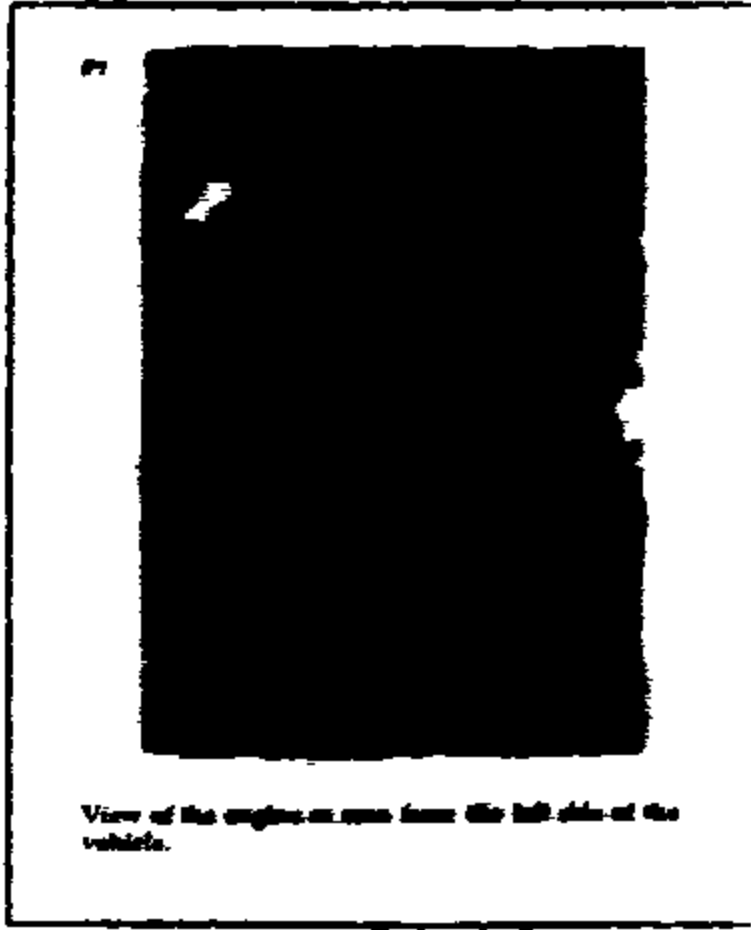


View of the right-hand side of the
right side of the right-hand side of the
the right-hand side.

KUFTA ASSOCIATES, LTD.

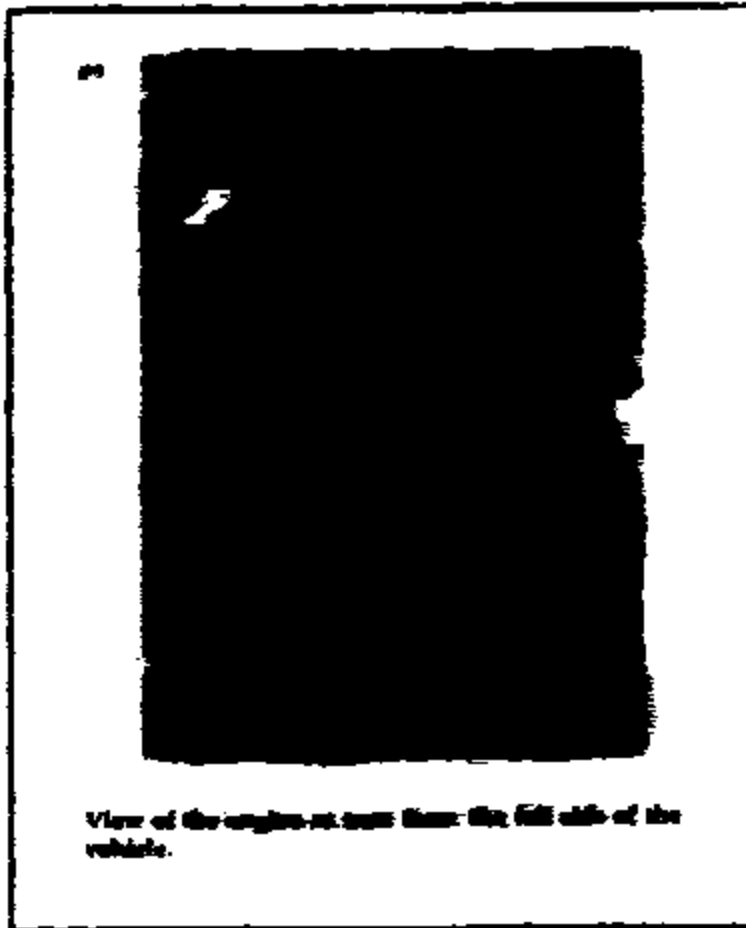


SEE PAGE 48 FOR VIEW OF BATTERY ON LEFT SIDE OF ENGINE COMPARTMENT.



View of the engine as seen from the left side of the vehicle.

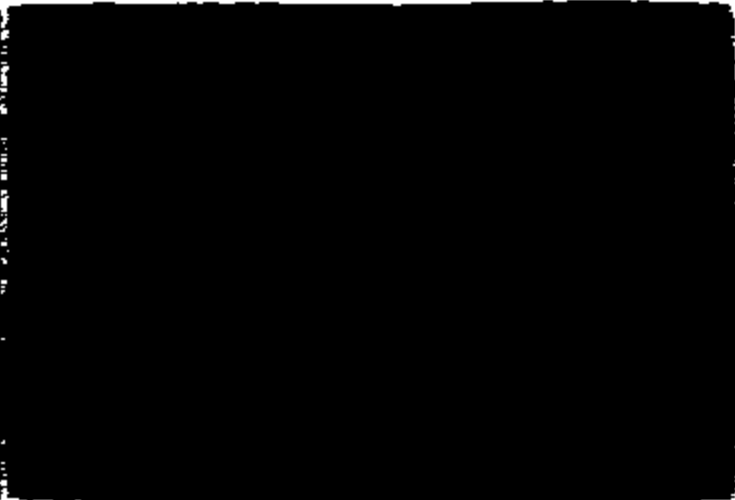
KUPTA ASSOCIATES, I (1)



View of the engine at rear from the left side of the vehicle.

KUFTA ASSOCIATES, LTD

018



View of the Vehicle Identification Number plate on
the left portion of the vehicle.

NO OTHER MARKS OR STAMPS SHOULD BE
REPRODUCED FROM THIS FILE

011



View of the passenger compartment as seen from the driver side of the cockpit.

KUFTA ASSOCIATES, LTD.

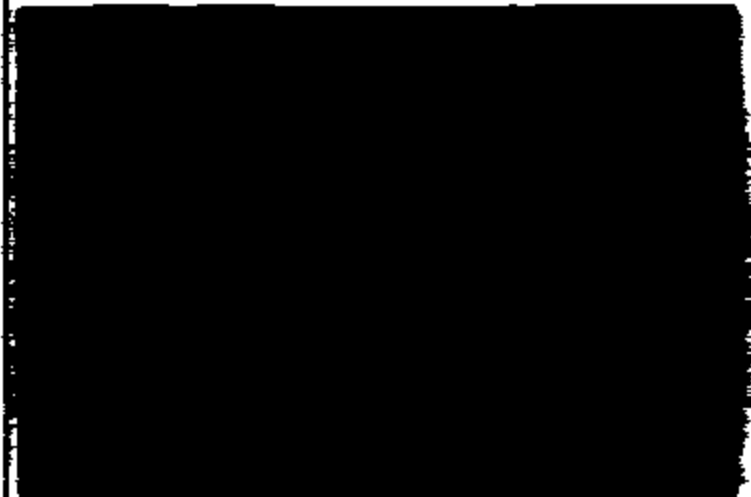
#13



View of the cooling fan assembly, shown to the fan blade located above the right side of the engine compartment as depicted by motor.

KUFTA ASSOCIATES, I. TD.

814



View of the structure.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08/19/03 BY 60322/UC/STP

014



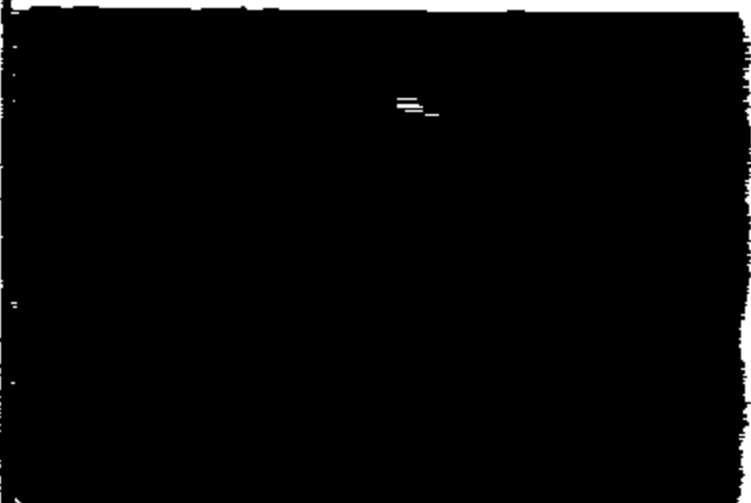
Clear view of the damage to the simulator as depicted
by arrow.

219



~~View of the redacted area is not shown.~~

817



View of the oil dipstick showing oil in the vehicle.

KUFTA ASSOCIATES, L. TD.

010



View of the screen damage in the engine as seen from
the front of the vehicle.

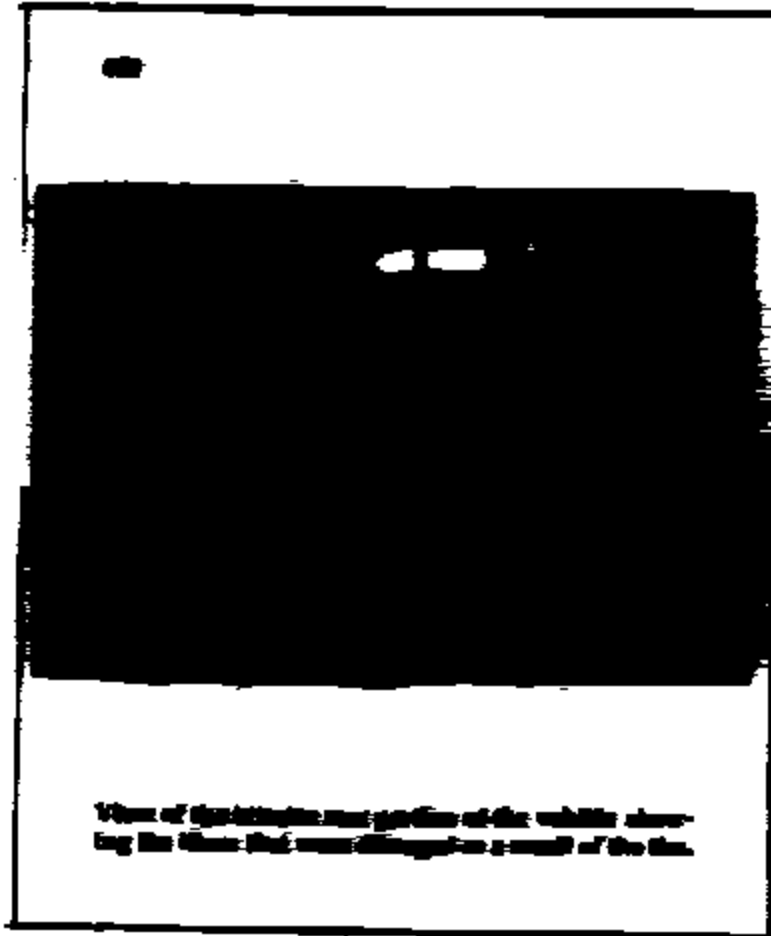
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 07-11-2001 BY 60322 UCBAW

010

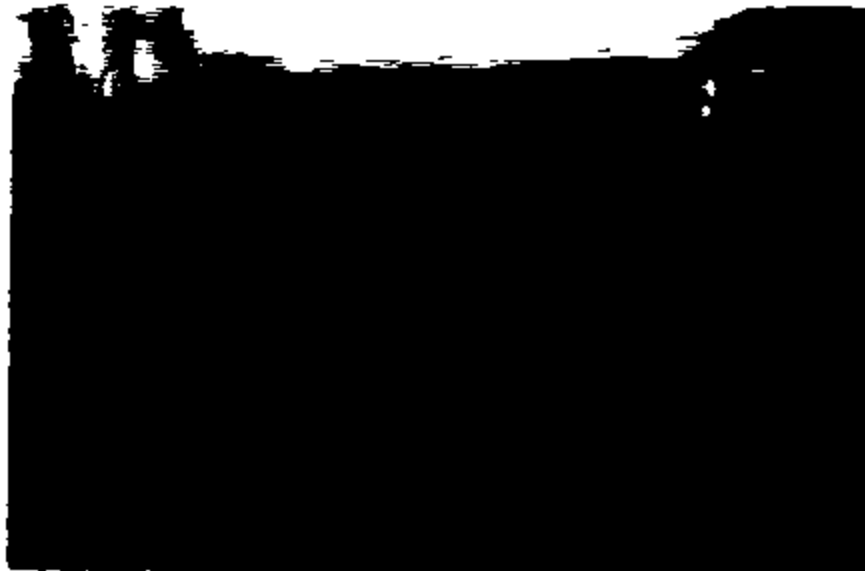


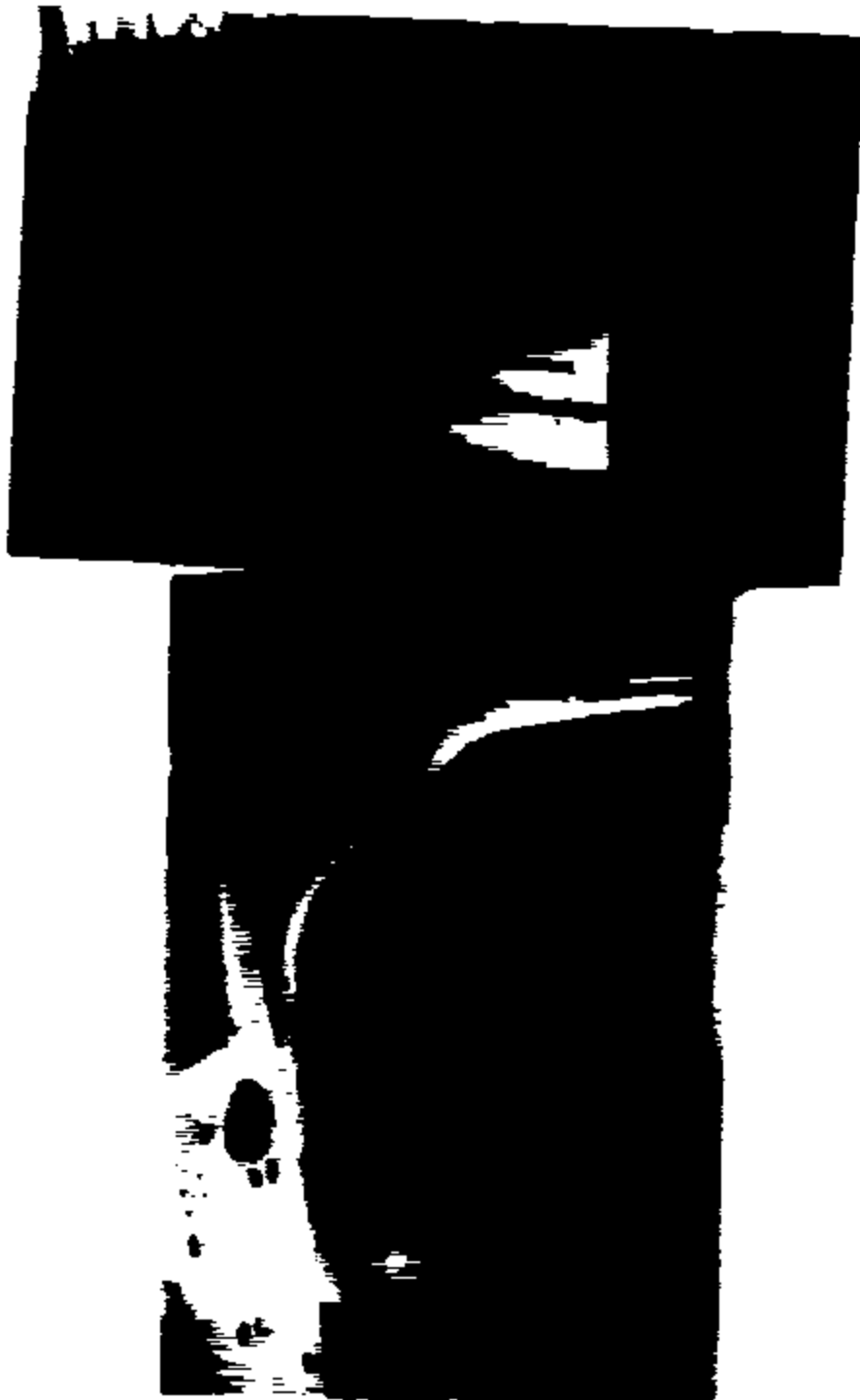
View of the interior of the garage, unoccupied,
showing concrete slabs on wall, door, the front of the
vehicle.

KUFCA ASSOCIATES, LTD



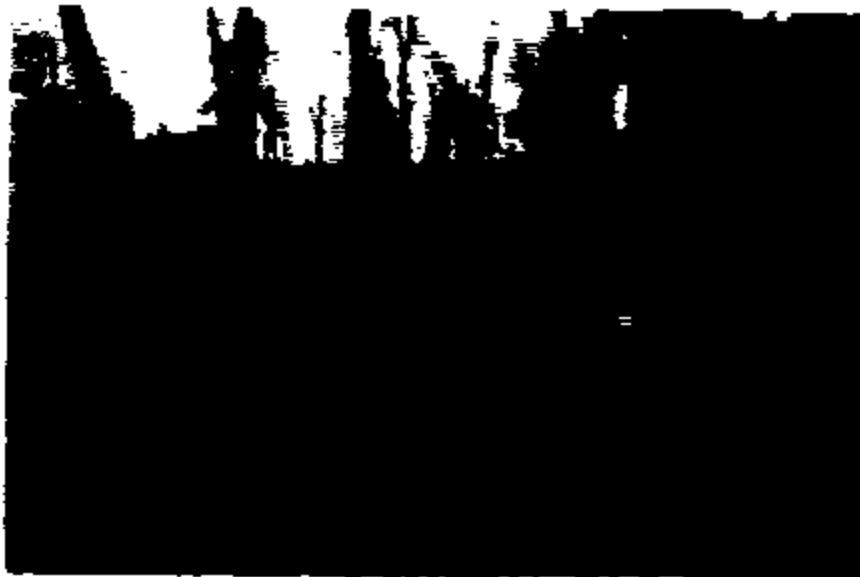
PHOTOGRAPH BY [REDACTED] ON 11/11/83



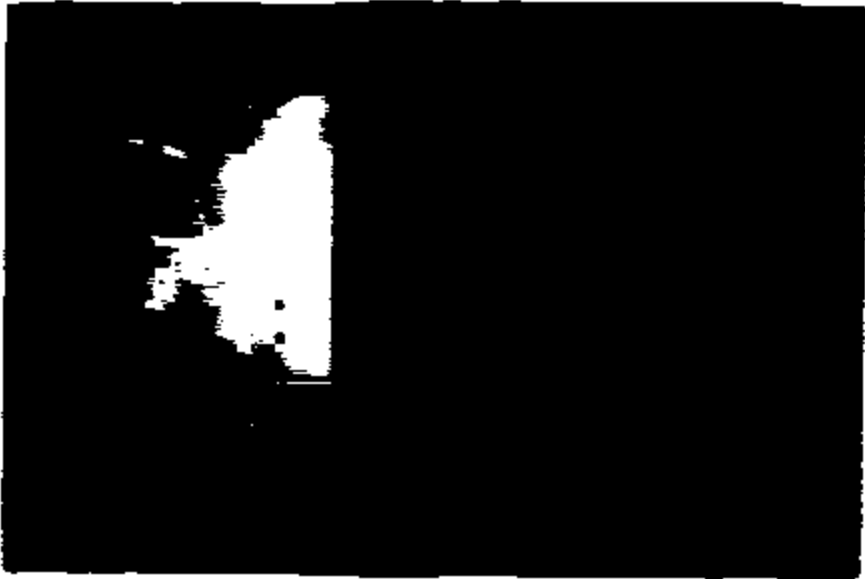
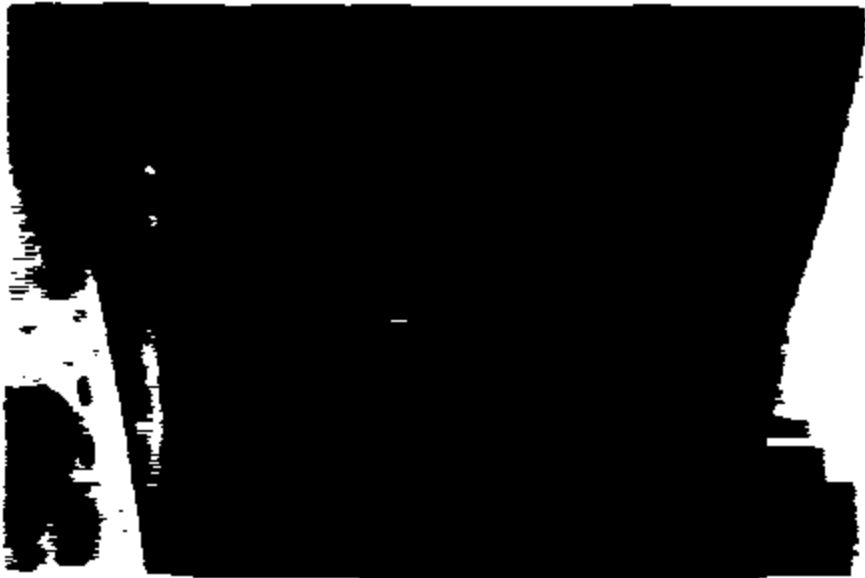


ERG-885-LC-8538











Risk Reduction Resources, Incorporated

Geophysical Investigations
Environmental Restoration Geographic Information Systems (GIS)

February 21, 2003

York, PA

REC'D

FEB 24 2003

RE: Remedial Actions
Truck Fire Petroleum Hydrocarbon Release
505 Dogwood Drive
York, PA

Dear

Risk Reduction Resources, Inc. and Mulry and Crosswell Environmental, Inc. (RRR/MCE) have completed subsurface remedial activities relating to the discharge of various petroleum hydrocarbon substances. The release was reportedly the result of a vehicle fire in the driveway of the subject property.

According to available information, a work truck driven by [REDACTED] was parked in the driveway of the subject property when it caught fire on the night of December 17, 2002. Contents of the vehicle included several gallons of hydraulic oil, motor fuel oil, solvents, lead acid cell batteries, and gasoline in the tank of the vehicle. The vehicle completely burned and an amount of the contents exploded. During the efforts to extinguish the fire, it was noted that an unknown quantity of the petroleum fluids leaked to the asphalt driveway over an area measuring 25' x 50', flowed to the side of the driveway, and down a slope toward the house impacting soils under a walkway and in an area of the lawn measuring approximately 12' x 15'. It was also reported that when the vehicle exploded, petroleum hydrocarbons were sprayed onto a cedar walkway adjacent to the house.

Project History and Environmental Conditions

The subject property is located on a hillside in a suburban housing development, Laurel Estates. The property is provided water via a private, potable well located approximately 50 feet cross-gradient from the discharge location. The property also contains a septic system but is also located remotely from the discharged location. All surrounding properties also maintain private potable wells and septic systems. It was also reported that a surface spring exists some 200 - 300 feet down gradient of the subject property. Figure 1 displays a vicinity map.

On December 19, 2002, RRR/MCE conducted a preliminary investigation to determine the areal extent of the petroleum impact and cover the impacted areas with poly sheeting to prevent further spreading of the petroleum hydrocarbons by rain forecast for later that night. Mr. Augherbaugh also aided in emergency response efforts by spreading absorbent materials in areas where the fluids had puddled. Observations made by the RRR/MCE representative suggested that the petroleum hydrocarbon fluids flowed along the driveway as well as off to the side where it was absorbed by leaf matter and the surrounding soils. It was suspected that the impact to the soils was fairly shallow since the ground was fairly frozen near the surface.

110 Blue Ridge Acres
Harpers Ferry, West Virginia 25425
Phone (703) 623-5612

ERRS-885-LC-6545

REGULATORY INVOLVEMENT

As of the time that this work scope is being prepared, the release has not been reported to the Pennsylvania Department of Environmental Protection (PADEP). Any discharge to the surface of petroleum products must be reported to the PADEP. RRR/MCE reported the discharge to the South Central Office of the PADEP.

PROPOSED SCOPE OF WORK

RRR/MCE proposed to conduct the following activities:

- Conduct a preliminary investigation to try and determine the extent of impacted area;
- Remove the impacted portions of the asphalt driveway to eliminate future sources of petroleum hydrocarbon impact to the subsurface;
- Remove planking and any other impacted wood from the area adjacent to the discharge;
- Excavate and dispose of impacted soils along the edges of the driveway and from beneath areas of the walkway that were sprayed with petroleum hydrocarbons;
- Collect and submit post-excavation soil samples for laboratory analysis as well as a single sample of water from the potable well;
- Backfill all excavations, replace the impacted portions of the driveway and replace any removed wood walkway planking;

REMEDIAL ACTION RATIONALE

The above scope of work was designed to remove all sources of petroleum hydrocarbon impact from the property relating to the vehicle fire. If the petroleum hydrocarbons could be extracted prior to further migration, then additional remedial actions will not be required.

REMEDIAL ACTION NARRATIVE

On December 23, 2002, RRR/MCE arrived on the subject site to remove asphalt and impacted materials from the surface and near-subsurface. Since the petroleum impact to the driveway was unevenly widespread, an area of the driveway measuring approximately 22 feet wide by 42 feet long was removed. The edges of the impacted asphalt were saw-cut to prevent uneven edges during replacement. The asphalt was then broken into small pieces with a backhoe and transported to a staging area where poly sheeting had been laid. Little observable staining of sub base materials was observed under the asphalt which, prior to the release, did not exhibit any cracks or significant jointing. Therefore, no soils were excavated from beneath the asphalt.

The impacted sections of walkway were cleaned with a bio-surfactant solution to recover and remove any mobile portions of impact that had not soaked into the wood. Sorbent materials remaining on the walkways were also collected and stockpiled with excavated soils and leaves.

Impacted leaves, grass and soils were also removed from the side of the driveway where fluids had migrated off of the asphalt. Impacted soils were also excavated from under a walkway located adjacent to planters next to the house. Figure 2 displays excavation locations and photographic documentation of remedial actions is also attached.

Following the completion of the excavation activities, one soil sample was collected from the lawn area and submitted for laboratory analysis. Results of the analyses indicated that no petroleum hydrocarbon related compounds associated with fuel or lubricants were detected in the sample. No samples were collected from under the asphalt since there was no indication that the discharged fluids had penetrated through the asphalt.

After all of the excavation activities had been completed, the affected areas were surrounded with silt fence to minimize erosion.

Because of the short notice of the requirement for remedial actions, transportation of impacted materials could not be scheduled on the same day of the excavation. As well, backfill and replacement asphalt were not available due to the cold weather. Therefore, all impacted materials were staged at one end of the driveway on poly sheeting and covered with additional poly sheeting to protect the stockpiled materials from rain and snow.

On January 7, 2003, the stockpiled materials were loaded into a roll-off container and transported to the CycleChem facility in Lewisberry, PA for disposal. A total of 13.53 tons of soils, asphalt, and organic debris were disposed of at the facility.

Once weather patterns allow the asphalt plants to re-open, the driveway repairs will be completed and restoration of the yard and walkway will be accomplished.

CONCLUSIONS AND RECOMMENDATIONS

Approximately 13.53 tons of asphalt, soils and organic materials were removed from the subject property. Prior to, and after the discharge, the asphalt appeared to be in competent form and no impact to the sub base materials underlying the asphalt was evident. Impact from fluids that migrated to the side of the driveway and down the slope toward the house appeared to be limited to the near surface due to the ground being frozen. Therefore, limited soils required removal to achieve PADEP cleanup standards.

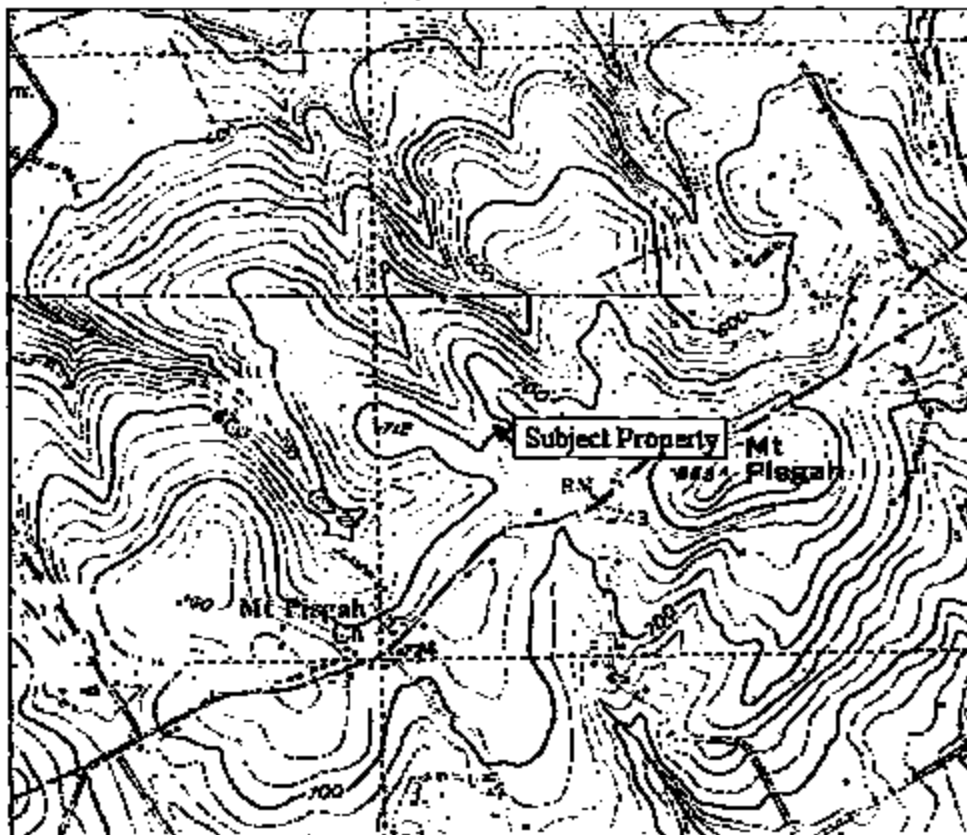
Based on the analytical results, additional subsurface remedial actions are not recommended. Once weather patterns allow the local asphalt plants to re-open, the driveway will be repaired and the impacted sections of walkway will be replaced. The yard area will also be filled with topsoil, seeded, and covered with hay.

Thank you for the opportunity to be of service in this matter and please feel free to contact Jeff Baird at (304) 728-4371 or Joe Carlos at 610-942-8010 if you have any questions or comments regarding this proposal.

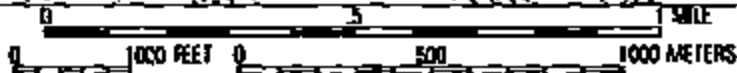
Sincerely,
Risk Reduction Resources, Incorporated


Jeffrey Baird
President, Geologic Services

39°59.820' N, 76°33.373' W WGS84



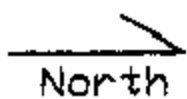
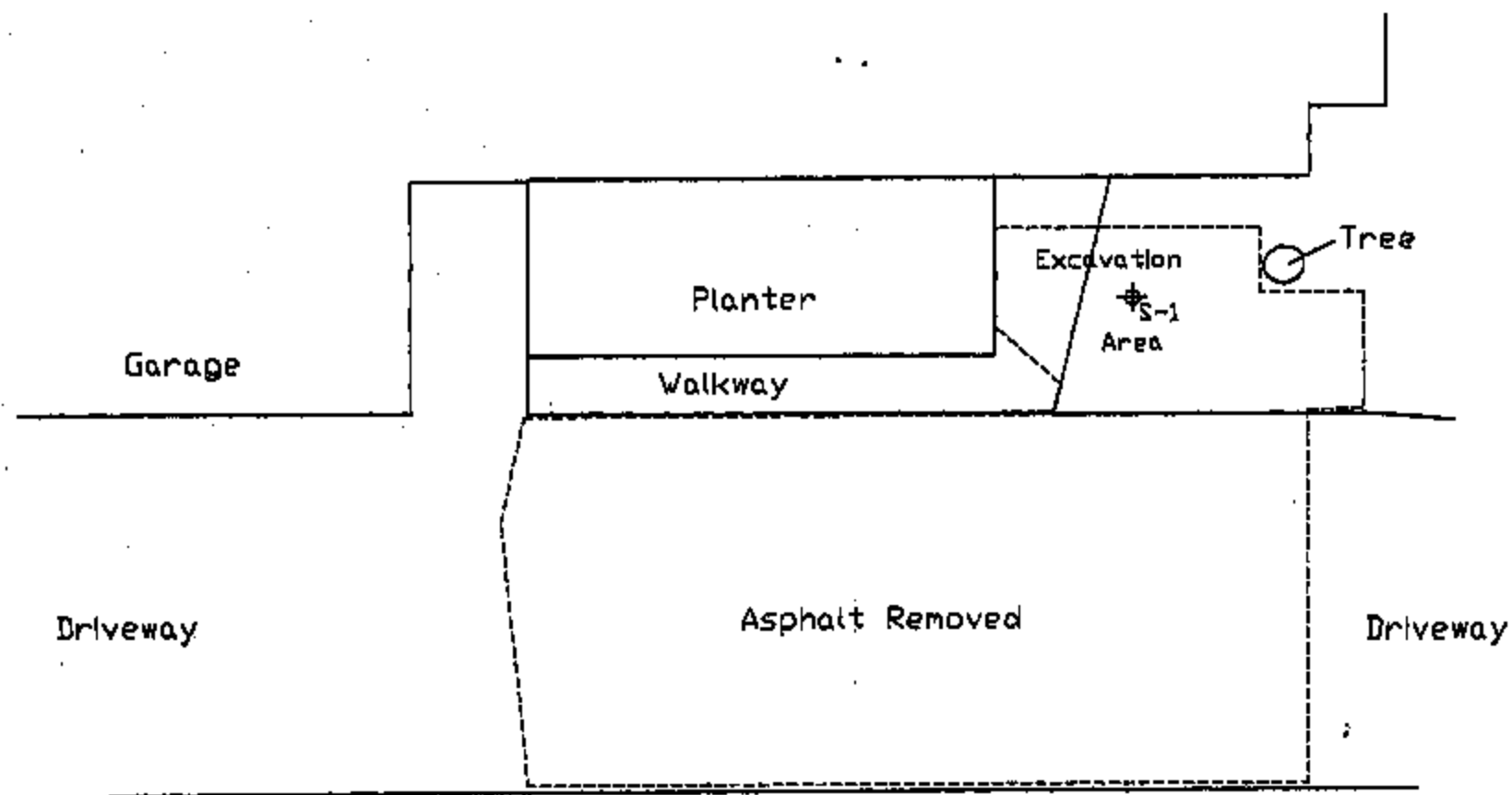
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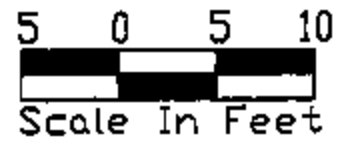
Map created with TOPO® ©2001 National Geographic (www.nationalgeographic.com/topo)

Figure 1
Aughenbaugh Residence
Vicinity Map

0000-000-10-0000



S-1 ♦ Post Excavation Sample Location



Risk Reduction Resources, Inc.

Figure 2 :
Excavation Limits Diagram

Residence
York, PA
Scale 1" = 10'

XXXXXXXXXX Residence
 Soil Quality Analytical Results
 23-Dec-02

Analyte	8-1	Residential Used Aquifer Standards*
Benzene	< 330	500
Ethylbenzene	< 330	70,000
Isopropylbenzene	< 330	760,000
Methyl t-butyl ether	< 330	2,000
Naphthalene	< 330	25,000
Toluene	< 330	1,000,000
Xylene (Total)	< 330	10,000,000
Anthracene	< 410	8,600
Benzo(a)anthracene	< 410	75,000
Benzo(a)pyrene	< 410	48,000
Benzo(b)fluoranthene	< 410	120,000
Benzo(g,h,i)perylene	< 410	180,000
Chrysene	< 410	230,000
Fluorene	< 410	3,000,000
Phenanthrene	< 410	10,000,000
Pyrene	< 410	2,200,000
Moisture (% wt.)	15.8	-

All analyte concentrations are expressed as ug/kg
 <330 = Below laboratory quantification limit of 330 ug/kg

* PADEP Statewide Health Standard medium specific concentrations (MCSs) for unsequestered soils overlying used aquifers in residential areas as published in The Land Recycling Act (Act 2), Table 3, promulgated in the Pennsylvania Bulletin, Volume 31, No. 48 published on 1 December 2001.



Photo 1: View of the petroleum stained asphalt at the subject property.

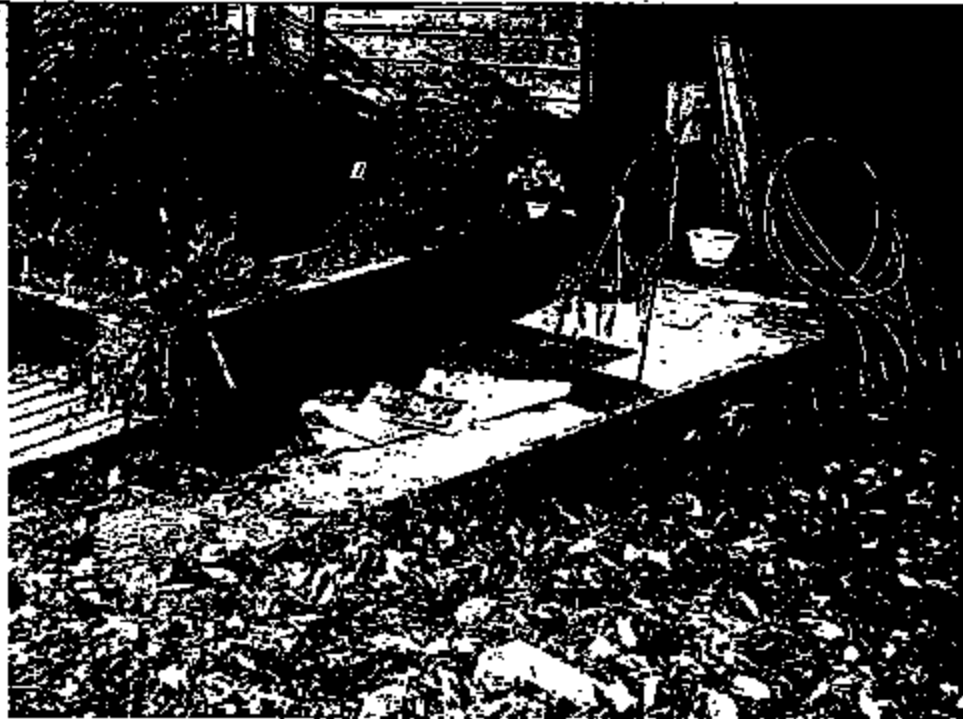


Photo 2: View of the stained walkway at the subject property.



Photo 3. View of the entire stained area of asphalt at the subject site..



Photo 4: View of driveway following the removal of the asphalt and grading. Note the covered stockpile of excavated materials..

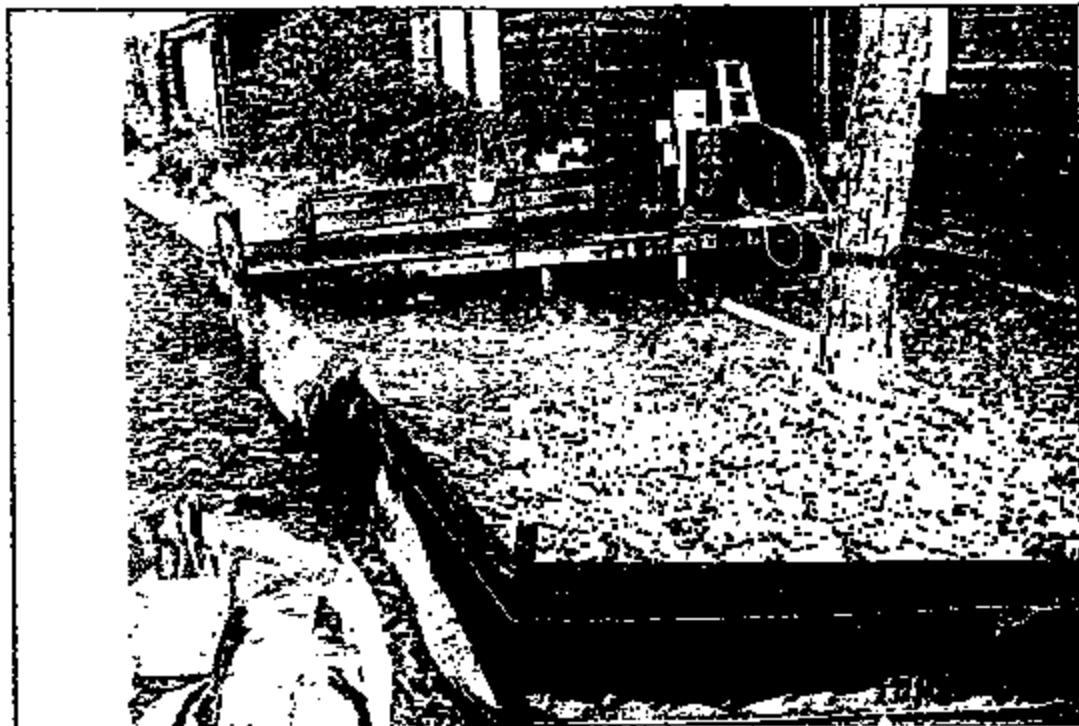
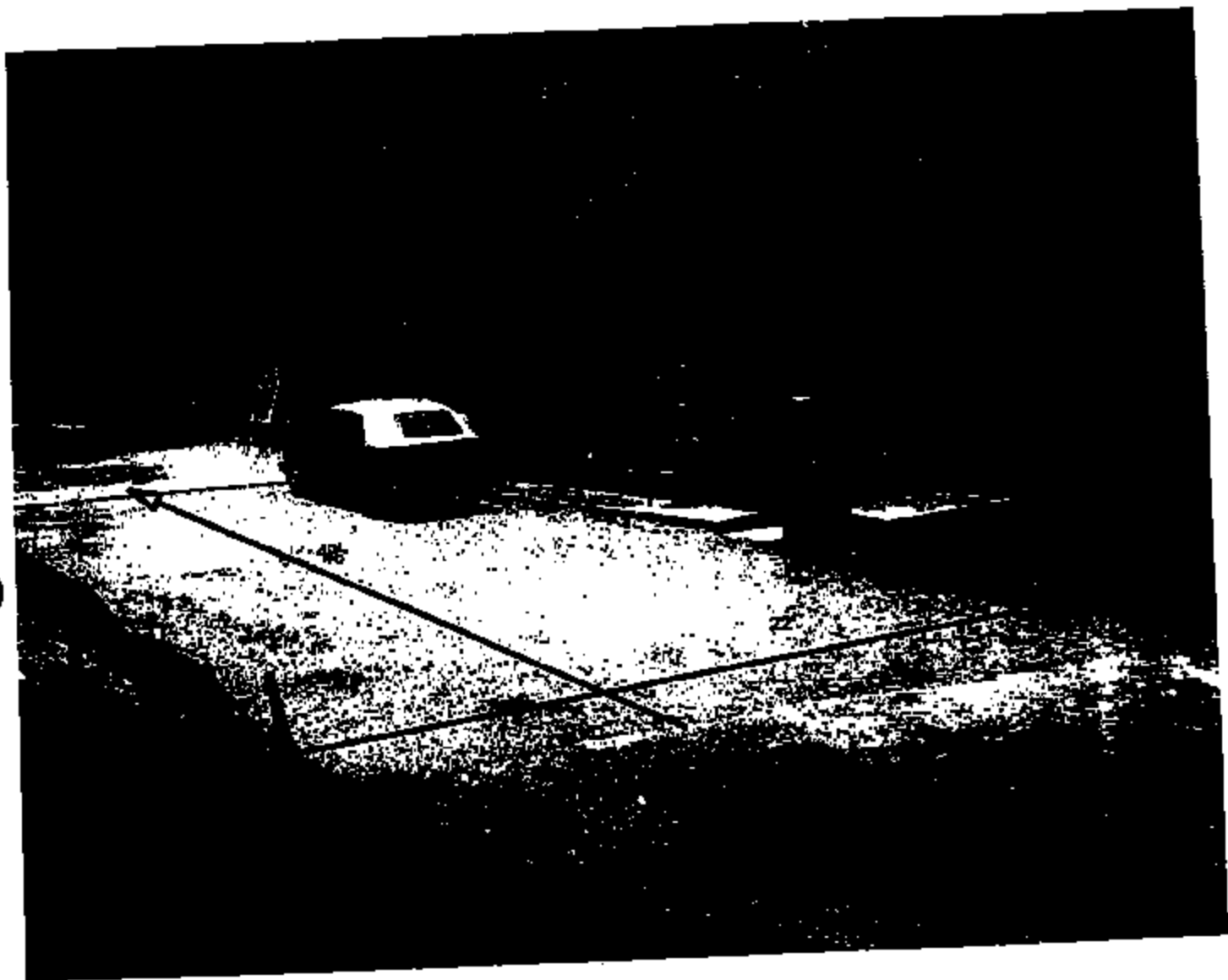


Photo 5. View of the walkway impacted by petroleum. The wet area has been given a preliminary cleaning to prevent re-contamination of soils that were excavated from beneath the walkway.



Photo 6: View of excavated yard area adjacent to the driveway. The frozen ground prevented significant impact to the subsurface.



ER05-005-LC-6554

FIRE INVESTIGATION

ON

1995 FORD ECONOLINE 350

VEHICLE IDENTIFICATION NUMBER: 1FTJE34H0SH

INSURED: LIST, INC.

FOR

EMPIRE INSURANCE COMPANY

13810 FNB PARKWAY

OMAHA, NEBRASKA

BY

KUFTA ASSOCIATES, LTD.

6070 WEST MARKET STREET

YORK, PENNSYLVANIA

TELEPHONE: 717-792-0764

KUFTA FILE NUMBER: 03-4640-TM

DATE OF REPORT: FEBRUARY 11, 2003

SYNOPSIS OF INVESTIGATION

On December 17, 2002, at approximately 5:00 p.m. [REDACTED], an employee of List, Inc., parked a company 1995 Ford Econoline 350 in his driveway at 505 Dogwood Drive, York, Pennsylvania. [REDACTED] entered his residence but then recalled that he had left something in the vehicle. He asked his daughter to retrieve the item from the van, and upon looking outside, his daughter observed smoke emanating from the engine compartment of the vehicle. She immediately notified her father of the smoke, and after looking again, the daughter observed that the vehicle was in fact on fire.

[REDACTED] immediately exited the residence in an attempt to move the vehicle away from his residence, while his daughter called 911 emergency services. [REDACTED] was able to enter the van and attempted to start the vehicle to move it. However, the fire was progressing into the passenger compartment and he was forced to abandon the vehicle.

Firefighters from the local fire department responded to the scene to find the vehicle completely burned as a result of the fire that originated in the engine compartment. The fire was extinguished, and the vehicle was moved to Central Penn Salvage.

As a result of the fire, this agency was contacted by Mr. Matt Powell of the Empire Insurance Company who requested that we conduct an investigation into the origin and cause of the blaze. Acting on that request, this investigator proceeded to Central Penn Salvage, York Haven, Pennsylvania on January 10, 2003. The vehicle was examined and photographed in the secured lot of Central Penn Salvage, after obtaining permission from the vehicle owner.

Our examination of the vehicle disclosed the fire originated in the right side of the engine compartment in the area of the alternator. There was evidence of extreme heat in and around the alternator. There were also indications of heat throughout the engine compartment as a result of fuel lines being burned and fuel leaking onto the engine compartment.

An examination of the transmission and underside of the vehicle revealed no indications of malfunction with the transmission differential or any components underneath the vehicle.

Upon completion of the investigation, it is the opinion of this investigator that the fire was accidental and originated within the engine compartment of the vehicle, in and around the area of the alternator. Due to the severe damage to all components within the engine compartment, as well as the entire vehicle, the specific cause of the fire could not be determined. No destructive testing or disassembly of the alternator has been done at this time.

VEHICLE DESCRIPTION

The vehicle is a 1995 Ford Econoline 350 van, black and white in color, bearing Vehicle Identification Number 1FTJE34H0SH[REDACTED]. The vehicle is owned by List, Inc. of Lancaster, Pennsylvania, and was used for service by [REDACTED] an employee of List, Inc. The name, address and telephone number of List, Inc. was stenciled on the sides of the vehicle. The vehicle is registered in the Commonwealth of Pennsylvania and had a valid inspection sticker at the time of the fire.

The vehicle had four LT-245/75R16 tires which appeared to be in good condition, with sufficient tread depth. The body of the vehicle appeared to

be in good condition prior to the fire, with no indications of accident or collision damage. It appears that the van was in good operating condition at the time of the fire.

Various auto parts were present in the rear of the van, which were used by the operator of the vehicle to service vehicles on the road.

POINT OF ORIGIN

An examination of the van disclosed that the entire vehicle suffered fire damage, although portions of the paint, as well as portions of the lettering, were still present on the exterior of the vehicle (refer to Photographs #1 through #4). It was obvious the fire had burned from within the engine compartment into the passenger compartment and throughout the interior of the vehicle.

An examination of the passenger compartment confirmed that the fire had propagated from the engine compartment into the passenger compartment. All materials within the passenger compartment were damaged and/or destroyed, including items that were stored in the rear of the vehicle (refer to Photographs #11, #19 and #20).

An examination of the engine compartment revealed that the alternator on the right side of the engine suffered damage as a result of the fire (refer to Photograph #7). The battery in the left side of the engine compartment also suffered damage, but it is the opinion of this investigator that the damage to the battery was a result of external fire propagation (refer to Photograph #8).

Further examination of the engine compartment disclosed that the fan blade closest to the right side of the vehicle, and in front of the alternator,

suffered some damage as a result of the fire. The blade was distorted and showed indications of being subjected to severe heat (refer to Photograph #13).

All hoses, belts and other combustible items within the engine compartment had been totally destroyed as a result of the fire. It is possible that the fuel lines and transmission lines were burned during the propagation of the fire, adding combustible fuel which destroyed the engine compartment, as well as the interior of the vehicle (refer to Photograph #18).

Close examination of the wiring in and around the alternator uncovered no indications of shorting of the wires or electrical activity. However, an internal examination of the alternator was not conducted. The materials in and around the alternator consisted of fiberglass, and that material, as well as the fiberglass material located throughout the engine compartment, had been destroyed as a result of the blaze.

Upon completion of the examination of the vehicle, it is the opinion of this investigator that the fire originated within the engine compartment and progressed into the passenger compartment and interior. Based on the burn patterns and evidence observed on the vehicle, it is this investigator's opinion that the fire originated in and around the area of the alternator in the engine compartment.

INTERVIEWS

James Schwartz, comptroller for List, Inc., was contacted by this investigator via telephone.

Mr. Schwartz stated he learned of the fire when [REDACTED] called and reported the situation.

Mr. Schwartz stated that the vehicle was purchased new in 1995 and it appeared to be in good operating condition. He stated that the vehicle was scheduled to be reassigned to another employee, as a new vehicle was going to be assigned to [REDACTED]. He stated that service for the vehicle is the responsibility of the drivers, and to his knowledge, [REDACTED] has had the vehicle serviced regularly and has reported no problems with the vehicle.

Mr. Schwartz could add no further information to aid in the investigation.

[REDACTED] York, Pennsylvania, was interviewed by this investigator.

[REDACTED] stated he returned to his residence at approximately 5:00 p.m. on December 17, 2002, and parked the vehicle in his driveway. He went into the house and remembered he had left a birthday card for his one daughter in the van. He asked his daughter to go to the van and get the card. When she looked out the door, she told him that there was smoke coming from the front of the van. She then yelled that the van was on fire.

[REDACTED] ran outside and noticed that the fire was at the right front portion of the van. He jumped inside and attempted to start the van to move it. He stated he thought the van started, but the fire began coming through the dashboard and he was forced to exit the van due to heat and smoke. His daughter called 911 and he removed several items from inside the van, but the fire progressed until the entire van was on fire.

[REDACTED] stated he has had the van for several years. There were approximately 115,000 miles on the odometer. The van was in good operating condition, with no major problems and no major work being done on it over the past several years.

_____ confirmed that the fire was at the right front portion of the van when he first saw it and progressed from that point. He had no idea what caused the fire, and he could offer no additional information.

ADDITIONAL INVESTIGATION

The National Highway Transportation Safety Administration recall database was queried for any recalls or defects for 1995 Ford Econoline vehicles. It was learned that two recalls have been issued. One recall pertains to the emergency parking brake mechanical linkage and cables. The other recall pertains to the fuel line being interfered with between the parking brake cable and the fuel line, which could result in damage to the fuel line, thereby causing a fuel leak. It should be noted that our examination of the fuel line in the area of the parking brake cable revealed no indications of a fuel leak.

The recall information is attached to this report for informational purposes.

PHOTOGRAPHIC DOCUMENTATION

Photographs of the vehicle are attached to this report for documentation purposes. The photographs were taken by this investigator using a 35-millimeter single lens reflex camera with Kodak color print film. The film was processed and printed by technicians from the Camera Center of York, 23 North Beaver Street, York, Pennsylvania.

CONCLUSIONS

Upon completion of the investigation, it is the opinion of this investigator that the fire was accidental in nature and origin. It is further the opinion of

Empire Insurance Company
February 11, 2003
Page Eight
RE: List, Inc.

this investigator that the fire originated in the area of the alternator in the engine compartment. Due to the severe damage to all components within the engine compartment, as well as the entire vehicle, the specific cause of the fire could not be determined. No destructive testing or disassembly of the alternator has been done at this time.


Thomas E. Minnich, C.F.E.I., C.F.I.

TEM/blr

EP05-005-LC-0562



b6



All Action Details for Issue

Print

VIN: 2FTRX17W81C	Year: 2001	Model: F-SERIES	Case: 1516971545
Name:	Owner Status: Original	WSD: 2002-02-23	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDERHOOD		Primary Phone:	
Reason Desc: LEGAL - ACCIDENT / FIRE		Secondary Phone:	
Issue Type: 10 OGC	Issue Status: CLOSED		

Action: CONTACT ADVANCED TO OGC	Origin Desc: US CONCERN CASE BASE
Dealer: 09187 FRIENDLY FORD	
Odometer: 41000 MI	Comm Type: PHONE
Analyst Name: HOWELL KIM	Analyst: KHOWELL4
Action Date: 06/03/2005	Action Time: 14:21:35.281
	Action Data: No

Comments CUSTOMER SAID: -THE ENTIRE VEH CAUGHT ON FIRE ON 8/01/05-HIS WIFE SAW WHEN THE FIRE STARTED,THERE WERE FLAMES COMING FROM UNDER THE HOOD-SOME OF THE FLAMES DID GET THE ONTO HIS TRAILER AND THE ROOF, IT SHATTERED THE WINDOWS BY THE LIVING ROOM AND DAMAGED THE CARPET -THE FIRE MARSHAL DID COME OUT AND ADVISED HIM THAT THE CRUISE CONTROL MIGHT HAVE STARTED THE FIRE -IT ALSO BURNT UP ONE OF HIS PEAR TREES *****FIRE*****. DATE THE VEHICLE CAUGHT ON FIRE.8/01/05- WHERE THE FIRE ORIGINATED IN THE VEHICLE.UNDER THE HOOD- CURRENT LOCATION OF THE VEHICLE.IN HIS DRIVEWAY- WHETHER OR NOT THERE WAS A FIRE REPORT FILED WITH THE FIRE DEPARTMENT.YES- IF A FIRE REPORT WAS FILED, WHAT THE FINDINGS WERE.CRUISE CONTROL STARTED THE FIRE- THE FIRE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.CASE NUMBER 050802A280, HARRIS COUNTY - WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.YES- IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.OPEN - WHETHER OR NOT THE VEHICLE IS REPAIRABLE.HE DOES NOT THINK IT IS REPAIRABLE - WHETHER OR NOT THE VEHICLE WAS RUNNING WHEN THE FIRE STARTED?NOT RUNNINGDEALER SAID: NONECRC ADVISED; I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS.-CAC ADVISED CUST OF THE ABOVE INFO

EN05-089-LC-0503



IN THE CIRCUIT COURT IN AND FOR HIGHLANDS COUNTY, FLORIDA

████████████████████
COMPANY a/s/o ██████████

Plaintiff,

vs.

CASE NO. GC04-681

FORD MOTOR COMPANY, AMERICAN CRUISER, INC.
and LEE COUNTY R.V. SALES COMPANY d/b/a
NORTH TRAIL RV CENTER,

Defendants.
_____ /

PROPERTY DAMAGE SUBROGATION COMPLAINT

Plaintiff, ██████████ a/s/o

██████████ sues Defendants, FORD MOTOR COMPANY, AMERICAN CRUISER, INC. and LEE COUNTY R.V. SALES COMPANY d/b/a NORTH TRAIL RV CENTER, and alleges as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages which exceeds \$15,000.00.
2. Plaintiff, ██████████

is a corporation authorized to transact business in the State of Florida.

3. Plaintiff's insured, ██████████ was the owner of a 1998 Ford F250 conversion motor home, vehicle identification number 1FDNS24L6W██████████. Said vehicle was insured by Plaintiff, ██████████ under a policy of insurance which provided for, among other coverages, coverage for the damages alleged in this Complaint.

4. At all times material to this Complaint, Defendant, FORD MOTOR COMPANY, was a foreign corporation doing business in the State

of Florida and was in the business of designing, manufacturing, assembling and placing into the stream of commerce motor vehicles and, more specifically, the motor vehicle owned by Plaintiff's insured.

5. At all times material to this Complaint, Defendant, AMERICAN CRUISER, INC., was a foreign corporation doing business in the State of Florida and was in the business of designing, manufacturing, assembling and placing into the stream of commerce motor vehicles and, more specifically, the motor vehicle owned by Plaintiff's insured.

6. At all times material to this Complaint, Defendant, LEE COUNTY R.V. SALES COMPANY d/b/a NORTH TRAIL RV CENTER, was a foreign corporation doing business in the State of Florida and was in the business of designing, manufacturing, assembling and placing into the stream of commerce motor vehicles and, more specifically, the motor vehicle owned by Plaintiff's insured.

7. At all times material herein, Plaintiff's insured purchased the above described motor vehicle from Defendant, LEE COUNTY R.V. SALES COMPANY d/b/a NORTH TRAIL RV CENTER.

8. On or about November 16, 2000, the above described motor vehicle was parked in the K-Mart parking lot located at the Lakeshore Mall in or near Sebring, Highlands County, Florida, when suddenly and without warning, it caught fire damaging the vehicle.

9. Following the fire, Plaintiff, [REDACTED] pursuant to its applicable policy covering JAMES BARNES, paid for the damages to the motor vehicle owned by its insured, which included a \$100.00 deductible paid directly by its

insured, [REDACTED]

COUNT I - BREACH OF WARRANTIES

10. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

11. Defendants are "sellers" as contemplated in Article 2 of the Florida Uniform Commercial Code, 672.103, et. seq.

12. The aforementioned motor vehicle purchased by Plaintiff's insured was subject to implied warranties of merchantability that the vehicle was fit for the ordinary purpose for which such goods are used.

13. Defendants, to induce said sale, also made certain express warranties and representations to Plaintiff's insured, both orally and in writing (including, but not limited to, service contracts) and through their advertising and conduct. On information and belief, all written warranties were consumed in the fire and copies would be in possession of the Defendants.

14. Said express and implied warranties and representations included, but were not limited to, the following: a) said vehicle was fit for the ordinary purpose of safe, reliable and attractive transportation; b) said vehicle was of good, sound and merchantable quality; c) said vehicle was free from defective parts and workmanship; d) said vehicle was so engineered and designed as to function without requiring unreasonable maintenance or repairs; e) in the event said vehicle was not free from defective parts or workmanship as set forth above, that Defendants would repair or replace same without cost to Plaintiff's insured; and f) that any

defects or non-conformities would be cured within a reasonable time.

15. Said vehicle was not as warranted and represented in that the vehicle caught fire due to defective parts and workmanship.

16. As a result of said fire, said vehicle can not be reasonably relied on by Plaintiff's insured for the ordinary purpose of safe, comfortable, attractive and efficient transportation.

17. Plaintiff's insured has given Defendants reasonable opportunities to cure said defect and make the subject vehicle fit for its intended purpose but, Defendants have been unable and/or refused to do so within a reasonable time and without cost to Plaintiff's insured.

18. As a direct and proximate result of the Defendant's breach of warranty, Plaintiff, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, pursuant to its applicable policy covering [REDACTED] paid for the damages to the motor vehicle owned by its insured, which included a \$100.00 deductible paid directly by its insured, JAMES BARNES.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$40,576.60, plus interest and the costs of bringing this action.

COUNT II - REVOCATION OF ACCEPTANCE

19. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

20. Plaintiff's insured reasonably assumed and Defendants represented that all of the aforesaid defects or nonconformities would be cured within a reasonable time.

21. Defendants have been unable to or refused to cure said nonconformities.

22. The nonconformities substantially impair the value of the vehicle to Plaintiff's insured.

23. Plaintiff has previously notified Defendants of said nonconformities and Plaintiff's intent to revoke acceptance and demand return of the purchase price of said vehicle.

24. Defendants have nevertheless refused to accept return of the motor vehicle and have refused to refund the purchase price.

WHEREFORE, Plaintiff demands that this Court enter an Order requiring Defendants to accept return of the subject vehicle and refund the purchase price, together with incidental and consequential damages, interest, costs and reasonable attorney's fees.

COUNT III - BREACH OF OBLIGATION OF GOOD FAITH

25. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

26. Pursuant to Florida Statute 671.203, Defendants had a duty to act in good faith with respect to the transactions set forth herein, to-wit:

Obligation of good faith.—Every contract or duty within this code imposes an obligation of good faith in its performance or enforcement.

27. The actions of Defendants as described in this Complaint constitute a breach of the good faith requirement and as a proximate result, Plaintiff has sustained the damages set forth herein.

28. As a direct and proximate result of the Defendants' breach

of good faith, Plaintiff, [REDACTED]
[REDACTED] pursuant to its applicable policy covering [REDACTED] paid for the damages to the motor vehicle owned by its insured, which included a \$100.00 deductible paid directly by its insured, JAMES BARNES.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$40,576.60, plus interest and the costs of bringing this action.

COUNT IV - LIABILITY UNDER MAGNUSON-MOSS WARRANTY ACT

29. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

30. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq. by virtue of 15 USC §2301 (d)-(a).

31. Plaintiff's insured is a consumer as defined in 15 USC §2301(3).

32. Defendants are suppliers and warrantors as defined in 15 USC §2301(4)(5).

33. The above aforedescribed motor vehicle is a consumer product as defined in 15 USC §2301(6).

34. 15 USC §2301(a)(1) required Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject motor vehicle within a reasonable amount of time and without charge to Plaintiff's insured, as defined in 15 USC 2304(d).

35. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on it by Defendants, Defendants have acknowledged that they

are unable to remedy within a reasonable amount of time and without charge, the defects heretofore set forth in Count I of this Complaint.

36. As a result of Defendants' breaches of express and implied warranties set forth in Count I of this Complaint, Plaintiff, STATE [REDACTED] pursuant to its applicable policy covering [REDACTED] paid for the damages to the motor vehicle owned by its insured, which included a \$100.00 deductible paid directly by its insured, [REDACTED]

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$40,576.60, plus interest and the costs of bringing this action.

COUNT V -- MISREPRESENTATION

37. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

38. At all times relevant hereto, Defendants had a duty to disclose to Plaintiff's insured any defects or nonconformities which could not be cured within a reasonable time.

39. At all times relevant hereto, Defendants breached the aforesaid duty of disclosure by representing, either affirmatively or by omission, that the aforescribed defects could be seasonably cured, when they knew, or in the exercise of reasonable care, should have known the same to be untrue.

40. Defendants made the aforesaid representations, knowing the same to be false or with reckless disregard as to whether they were true or false or, alternatively, innocently but with the intent that Plaintiff's insured rely on same.

41. Plaintiff's insured reasonably relied on Defendants' representations to his detriment, as herein before alleged.

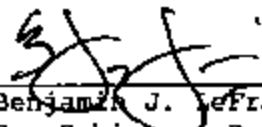
42. Defendants benefited from Plaintiff's insured's reliance.

43. As direct and proximate result of the aforementioned, said vehicle was damaged and Plaintiff, [REDACTED]

INSURANCE COMPANY, pursuant to its applicable policy covering [REDACTED]

[REDACTED] paid for the damages to the motor vehicle owned by its insured, which included a \$100.00 deductible paid directly by its insured, [REDACTED].

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$40,576.60, plus interest and the costs of bringing this action.



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FC-42
OCT 11 2002
OFFICE OF THE
GENERAL COUNSEL

October 8, 2002

Ford Motor Company
3 Parklane Boulevard, Suite 400
Dearborn, Michigan 48126

Re: [REDACTED] v. Ford Motor Company, American Cruiser,
Inc. and North Trail RV Center
Vehicle: 1998 Ford F250 Conversion Motor Home
VIN No.: 1FDNS24L6WH [REDACTED]
Our File No.: 4190002.586

Ladies and Gentlemen::

Our firm represents State Farm Insurance Company with regard to an incident which occurred on or about November 16, 2000 in Sebring, Florida. Information provided by our insured indicates that your company manufactured the above described vehicle. Our investigation reveals that an electrical malfunction which occurred in the area of the power distribution block caused our insured's vehicle to catch fire. The total damages were \$40,576.80 and demand is hereby made for this amount.

If further information is needed or if you would like to discuss this matter further, please feel free to give me a call. I look forward to hearing from you.

Sincerely yours,



Benjamin J. LeFrancois

BJL/sem

**W.B. POMEROY
&
ASSOCIATES, INC.**

INSURED: [REDACTED]

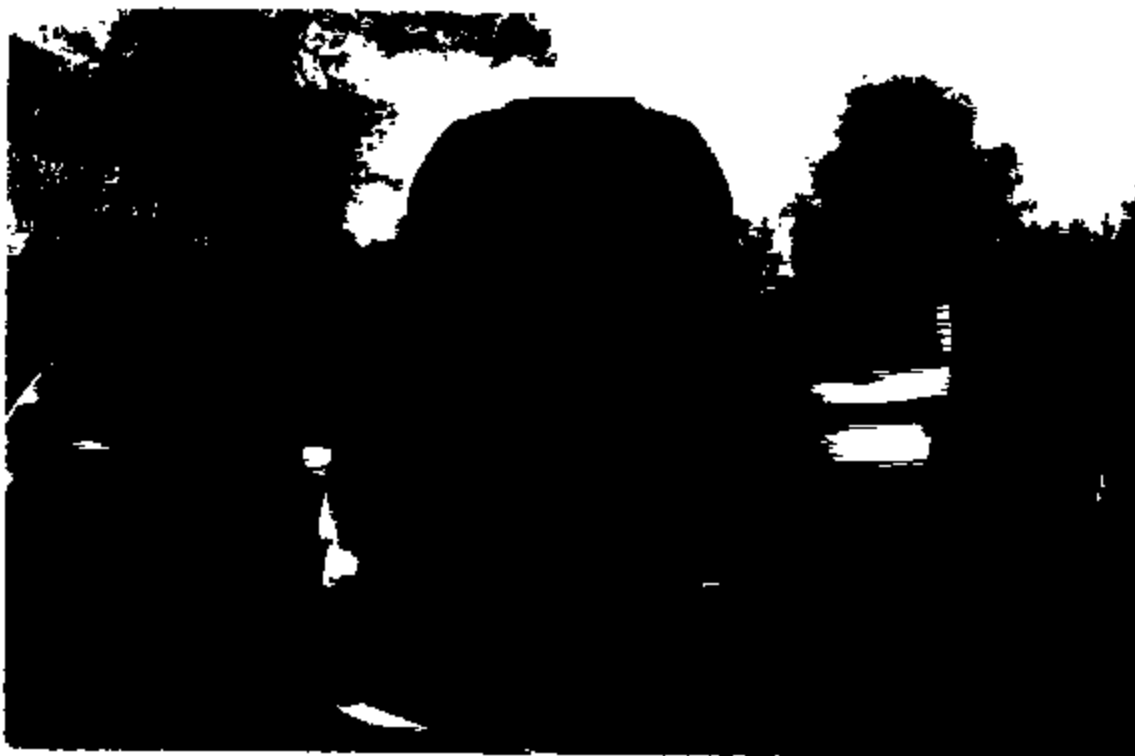
SEBRING, FLORIDA

OUR FILE NUMBER: 00-MC131

DATE OF LOSS: NOVEMBER 16, 2000

CLAIM NUMBER: [REDACTED]

DECEMBER 18, 2000



FOR

[REDACTED]
[REDACTED]
PORT CHARLOTTE, FLORIDA [REDACTED]



LR SIDE VIEW. CS



INTERIOR BURNED & MELTED. CS



1, ODOMETER SHOWS

3,070 MILES. CS