

RETURN DATE: NOVEMBER 2, 2004 : SUPERIOR COURT
[REDACTED] : J.D. OF LITCHFIELD
VS : AT LITCHFIELD
FORD MOTOR COMPANY : OCTOBER 8, 2004

COMPLAINT

1. The plaintiff, [REDACTED] brings this action as subrogee of the plaintiff, [REDACTED]
2. At all times mentioned herein the plaintiff [REDACTED] insured a 1996 Ford Bronco; said motor vehicle being owned by the plaintiff, [REDACTED]
3. At all times mentioned herein, the defendant, Ford Motor Company, was a corporation duly qualified and licensed to do business in the State of Connecticut, and is and was at all times mentioned in this complaint, engaged in the manufacturing and/or distribution for sale Ford Bronco motor vehicles.
4. On or about July 5, 2002, the plaintiff, Francis Dauphinais, was the owner of a 1996 Ford Bronco, VIN #: 1FMEU15H9TL [REDACTED] said motor vehicle being manufactured and/or distributed for sale by the defendant, Ford Motor Company.
5. On or about July 5, 2002, the plaintiff's, [REDACTED] 1996 Ford Bronco was parked at 1345 Bantam Road in Bantam, Connecticut when said motor vehicle

caught fire, which fire damaged the plaintiff's motor vehicle in the amount of \$11,892.28.

6. The fire in the plaintiff's 1996 Ford Bronco was caused by a defective relay located within the power distribution panel.

7. The defendant, Ford Motor Company, is liable and legally responsible to the plaintiff for the damages to the plaintiff's motor vehicle as referenced hereinabove in one or more of the following respects:

a. in that the defendant, its agent(s), servant(s) and/or employee(s) failed to warn or instruct the plaintiff that the plaintiff's Ford Bronco had a defective relay located in the power distribution panel;

b. in that the defendant, its agent(s), servant(s) and/or employee(s) misrepresented to the plaintiff and the general public that the Ford Bronco in question was safe for use by the public;

c. in that the defendant, its agent(s), servant(s) and/or employee(s) failed to disclose to the plaintiff and the general public the dangerous propensities of said Ford Bronco due to a defective relay located in the power distribution panel;

d. in that the defendant, its agent(s), servant(s) and/or employee(s) breached an implied warranty of merchantability in that said Ford Bronco was not of merchantable quality and fit for its intended purpose and/or use;

e. in that the defendant, its agent(s), servant(s) and/or employee(s) breached its express warranties that said Ford Bronco was safe and effective for its intended use;

f. in that the defendant, its agent(s), servant(s) and/or employee(s) failed to effectuate a recall of the plaintiff's Ford Bronco so as to replace/repair the defective relay located in the power distribution panel.

8. The Ford Bronco in question was not altered or modified in any way by the plaintiff or any third party from the condition in which it was manufactured and/or sold by the defendant.

WHEREFORE, the plaintiffs claim money damages.

PLAINTIFFS,
[REDACTED]

BY 
Donald P. Cianci
Their Attorney

TRUE COPY
TESTED
[Signature]
WITH
CONNECTICUT MARSHAL
HARTFORD COUNTY

DONALD P. CIANCI
ATTORNEY AT LAW

326 ROUTE 87 • P.O. BOX 210 • COLUMBIA CT 06032 • TEL: 860-442-1111

ER25-805-LC-7445

CLAIM FOR RELIEF

The amount of damages claimed in the foregoing matter are more than \$2,500.00 and are not more than \$15,000.00, exclusive of legal interest and costs.

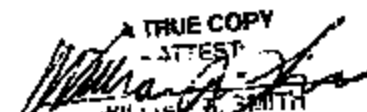
PLAINTIFFS.

[REDACTED]

BY



Donald P. Cianci
Their Attorney

A TRUE COPY
- ATTEST -

WILLIAM R. SMITH
CONNECTICUT MARSHAL
HARTFORD COUNTY

DONALD P. CIANCI
ATTORNEY AT LAW

ER05-005-LC-7445



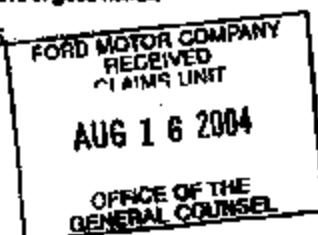
Allstate.

You're in good hands.

Certified Mail # 7001 2510 0005 8798 8405

August 6, 2004

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



RE: Claim #: [REDACTED]
Our Insured: [REDACTED]
Loss Date: 7/5/02
Amt. of Claim: \$11842.78

RECEIVED AUG 12 2004

To Whom It May Concern:

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

Complete description of the incident: Fire developed due to an electrical malfunction of a relay in the power distribution panel. The vehicle had been parked for around 12 hours.

Our statement of defect: Strict Liability

Location of evidence: Copart, New Britain, CT 06051

Manufacturer: Ford

Model: Bronco

Year: 1996

VIN: 1FMEU15H9T1 [REDACTED]

The following information is attached:

Check copy and supporting paperwork

Fire report

Title

C&O report and photos

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

Sincerely,

David Laughlin, SCLA
Subrogation Senior Service Representative

Roanoke National Subrogation Claims Center
3800 Electric Road, Suite 301, PO Box 21108, Roanoke, VA 24018
Phone: 1-800-776-2815 or (540) 989-2800 Fax: (540) 989-2840 or (540) 776-3803
Hours: 8:00 AM - 4:30 PM EST Monday - Friday

EA85-885-LC-7447

01110 FOID *	CT State *	MM DD 07 Incident Date *	YYYY 2002 Year	BPC Station	02-00034 Incident Number *	000 Exposure *	<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	NFIRS -1 Basic			
3 Location* <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section 5 "Alternative Location Specifications". Use only for wildland fires.											
1 Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions 1345 Bantam Number/Highway Post Office Street or Highway BANTAM Apt./Suite/Room City State Zip Code CT 06750 Cross street or direction, as applicable											
2 Incident Type* 131 Passenger vehicle fire Wildland fire			E1 Date & Times Midnight is 0000 Check boxes if dates are above same as Alarm Date. Alarm always required Alarm * 07 04 2002 23:43:00 ARRIVAL required, unless cancelled or did not arrive Arrival * 07 04 2002 23:55:00 CONTROLLED Optional, except for wildland fires Controlled 07 04 2002 23:55:00 LAST UNIT CLEARED, required except for wildland fires Last Unit Cleared 07 05 2002 00:23:00			E2 Shift & Alarm Local Option Shift or Alarm District 916					
D Aid Given or Received* 1 Mutual aid received 2 Automatic aid received 3 Mutual aid given 4 Automatic aid given 5 Other aid given N None Their FOID Their State Their Incident Number			E3 Special Studies Local Option Special Study 101 Special Study Value								
F Actions Taken* 11 Extinguish Primary Action Taken (1) Additional Action Taken (2) Additional Action Taken (3)			G1 Resources* <input checked="" type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression 0002 0014 Other <input type="checkbox"/> Check box if resource counts include aid received resources.			G2 Estimated Dollar Losses & Values LOSSES: Required for all fires if known. Optional for non fires. Property \$ 000,000 Contents \$ 000,000 FWS-INCIDENT VALUE: Optional Property \$ 000,000 Contents \$ 000,000					
Completed Modules <input checked="" type="checkbox"/> Fire-2 <input type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input type="checkbox"/> EMS-6 <input type="checkbox"/> Hazmat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Annex-11			H1 Casualties Deaths Injuries Fire Service Civilian H2 Detector Required for Confined Fires. 1 Detector alerted occupants 2 Detector did not alert them Unknown			H3 Hazardous Materials Release <input type="checkbox"/> None 1 Natural Gas: after leak, no explosion or flammable mixture 2 Propane gas: oil lb. tank gas in tank 500 grill 3 Gasoline: vehicle fuel tank no portable containers 4 Aerosols: fuel burning equipment no portable containers 5 Diesel fuel/fuel oil: vehicle fuel tank no portable containers 6 Household solvents: household spill, cleanup only 7 Motor oil: from engine no portable containers 8 Paint: from paint cans totaling < 55 gallons 9 Other: Special Studies section required or spill > 55 gal... Please describe the release here			I Mixed Use Property <input type="checkbox"/> Not Mixed 10 Assembly use 20 Education use 30 Medical use 40 Residential use 50 Row of stores 53 Enclosed mall 58 Bus. & Residential 59 Office use 60 Industrial use 63 Military use 65 Farm use 00 Other mixed use		
J Property Use* Structures 131 Church, place of worship 161 Restaurant or cafeteria 162 Bar/tavern or nightclub 213 Elementary school or kindergarten 215 High school or junior high 241 College, adult education 311 Care facility for the aged 331 Hospital Outside 124 Playground or park 655 Crops or orchard 669 Forest (timberland) 807 Outdoor storage area 919 Dump or sanitary landfill 931 Open land or field			341 Clinic, clinic type infirmary 342 Doctor/dentist office 361 Prison or jail, not juvenile 419 1-or 2-family dwelling 429 Multi-family dwelling 439 Rooming/boarding house 449 Commercial hotel or motel 459 Residential, board and care 464 Dormitory/barracks 519 Food and beverage sales 936 Vacant lot 938 Graded/care for plot of land 946 Lake, river, stream 951 Railroad right of way 960 Other street 961 Highway/divided highway 962 Residential street/driveway			539 Household goods, sales, repairs 579 Motor vehicle/boat sales/repair 571 Gas or service station 599 Business office 615 Electric generating plant 629 Laboratory/science lab 700 Manufacturing plant 819 Livestock/poultry slaughter (meat) 882 Non-residential parking garage 891 Warehouse 901 Construction site 904 Industrial plant yard Lookup and enter a Property Use code only if you have NOT checked a Property Use box! Property Use None None					

Person/Entity Involved

Local Option

Business Name (if applicable)

Area Code

Phone Number

Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

☐ More people involved? Check this box and attach Supplemental Forms (MF105-16) as necessary

OWNER

☐ Same as person involved? Then check this box and skip the rest of this section.

Business Name (if applicable)

Area Code

Phone Number

Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

Remarks

Local Option

Responded to 1345 Bantam Rd for a reported car fire. Upon arrival found a white Ford Bronco approximately forty percent involved in flame. The bulk of the involvement was in the engine compartment and the front dash area of the vehicle. Car 2 used the extinguisher carried in his vehicle to slow the progression of the fire. Upon arrival of 3-5 vehicle was completely extinguished. 54 71 80

17/16/2002 18:19:16 Dan

L Authorization

190

Officer in charge ID

MCPHEE, DANIEL J

Signature

AC

Position or rank

Assignment

07

16

2002

Month

Day

Year

Check this box if same as Officer in charge report ID in charge.

190

MCPHEE, DANIEL J

Signature

AC

Position or rank

Assignment

07

16

2002

Month

Day

Year

01110	CT	MM 7	YYYY 2002	BFC	02-0003	000	<input type="checkbox"/> Delete <input type="checkbox"/> Change	MFIRS - 9 Apparatus or Resources
FD	State	Incident Date		Station	Incident Number	Exposure		

Apparatus or * Resource	Date and Times						Sent <input type="checkbox"/> X	Number of * People	Use <small>Check ONE box for each apparatus to indicate its main use at the incident.</small>	Actions Taken
	Check if same as above date									
	Month	Day	Year	Hour	Min					
ID 35	Dispatch	<input checked="" type="checkbox"/>	7	4	2002	23:43	<input checked="" type="checkbox"/> X	0	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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Type 11	Dispatch	<input checked="" type="checkbox"/>	7	4	2002	23:43	<input checked="" type="checkbox"/> X	0	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Arrival	<input type="checkbox"/>	7	4	2002	23:55					
Clear	<input type="checkbox"/>	7	5	2002	00:23					
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Arrival	<input type="checkbox"/>									
Clear	<input type="checkbox"/>									

Type of Apparatus or Resources

Ground Fire Suppression

- 11 Engine
- 12 Truck or aerial
- 13 Quint
- 14 Tanker & pumper combination
- 16 Brush truck
- 17 AMF (Aircraft Rescue and Firefighting)
- 18 Ground fire suppression, other

Heavy Ground Equipment

- 21 Dozer or plow
- 22 Tractor
- 24 Tanker or tender
- 26 Heavy equipment, other

Aircraft

- 41 Aircraft: fixed wing tanker
- 42 Helitanker
- 43 Helicopter
- 40 Aircraft, other

Marine Equipment

- 51 Fire boat with pump
- 52 Boat, no pump
- 50 Marine apparatus, other

Support Equipment

- 61 Breathing apparatus support
- 62 Light and air unit
- 60 Support apparatus, other

Medical & Rescue

- 71 Rescue unit
- 72 Urban search & rescue unit
- 73 High angle rescue unit
- 75 ALS unit
- 74 ALS unit
- 70 Medical and rescue unit, other

More Apparatus?
Use Additional
Sheets

Other

- 81 Mobile command post
- 82 Chief officer car
- 93 Squad unit
- 94 Type 1 hand crew
- 95 Type 2 hand crew
- 99 Privately owned vehicle
- 00 Other apparatus/resources

EM None
UN Undetermined

MFIRS-9 Revision 11/17/99

EMRS-805-LC-7450

SD 11 YONS

TO

Farmington, CT

ATTENTION Debra Perry

DATE August 1, 2002

VEHICLE ANALYSIS - SDL# C27106.1

FILE # 3963107019
INSURED [REDACTED]
VEHICLE 1996 Ford Bronco
VIN 1FMEU1SH9T [REDACTED]
ODOMETER Burned
DATE OF LOSS July 5, 2002

Background

The insured's 1996 Ford Bronco was parked in the driveway at his home at the time of the fire. The vehicle had been driven approximately $\frac{1}{4}$ of a mile that day at approximately 12 p.m., which is 12 hours prior to the discovery of the fire. The insured had stopped at a convenience store and topped off the fuel tank with gas because they were planning a trip the following day.

At approximately 12 a.m., the insured's wife heard a popping noise coming from the driveway. As she looked out the window, she discovered that the Bronco was on fire. The insured attempted to extinguish the fire with a garden hose, while his wife called the fire department. Fire department personnel arrived shortly after the call and extinguished the fire. The insured is the original owner of the vehicle and he advised us of no prior problems regarding the electrical or mechanical operation of the vehicle. The insured did state that approximately one year ago he had problems with the cruise control, which was fixed by a garage. The vehicle had approximately 106,000 miles at the time of the fire.

Objective

Inspect the Ford Bronco and determine the origin and cause of the fire.

DATE INSPECTED July 17, 2002
LOCATION Copart, New Britain, CT

DETAILED FINDINGS

Vehicle Equipment

YEAR	1996
MAKE	Ford
MODEL	Bronco
BODY	2-door
ENGINE	5.0 liter, fuel injected V8 engine, mounted inline
TRANSMISSION	Automatic transmission with 4-wheel drive
FEATURES	Air conditioning, cruise control, alloy wheels, power windows, power locks, power seats, power mirrors, stereo/cassette radio, fabric upholstery, front bucket seats, rear bench seat, tilt steering column assembly
AFTERMARKET	None

Cosmetic Condition Prior to Loss

The Ford Bronco has body-on-frame construction. An examination of the frame and body panels revealed no evidence of prior collision repairs or repainting. The Bronco appeared to have the original painted finish. There was no old, unrelated damage to the interior or exterior of the vehicle. The Bronco was in good cosmetic condition at the time of the fire.

Burn Pattern Analysis

Burn patterns appearing on the exterior of the Bronco consist of scorching to the hood and fenders. The patterns show the fire originated in the engine compartment. The fire began to progress into the dash assembly and the passenger compartment at a later stage. Both front tires were scorched but the front suspension was not burned. There was a higher degree of scorching to the left side of the hood and left fender. The fire progressed into the passenger compartment of the vehicle through the heater ducts and openings in the firewall bulkhead. This later stage of fire progression resulted in the ignition of the dashboard, which allowed the buildup of smoke and soot throughout the passenger compartment of the vehicle.

Within the engine compartment, the Bronco is equipped with a fuel injected V8 engine. Burn patterns within the engine compartment consist of scorching and melting to plastics and other combustible materials located throughout the compartment. The fire burned in the upper region and progressed to the lower region. The highest consumption of materials and the most extensive scorching of metal components occurred in the left side of the engine compartment, particularly in the left rear and left center of the engine compartment. The burn patterns in the engine compartment were not consistent with a fire caused by the ignition of gasoline leaking from any parts of the fuel system.

The battery and alternator were located on the right side of the engine compartment. A cable extends to the power distribution panel located on the left side inner fender panel of the engine compartment. Our investigation determined that the most destruction was at the location of the power distribution panel. The power distribution panel was melted and all relays showed signs of heat damage. One relay showed signs of internal heat in the panel, and more destruction than the remaining relays or fuses.

Fire Origin and Cause

The origin of the fire was in the left side of the engine compartment. The fire was caused by the overheating and ignition of the plastic power distribution panel due to a defective relay. The fire in the Bronco was caused by an electrical malfunction and was accidental in nature. The fire was not caused by negligence of the operator of the vehicle.

Mechanical Condition

The engine could not be run due to the extent of fire damage. We rotated the crankshaft by hand, and the engine was not seized. There was no indication of broken internal components. The motor oil registered within the correct operating range on the dipstick and was not emulsified with engine coolant. The automatic transmission fluid registered on the dipstick and showed no signs of discoloration.

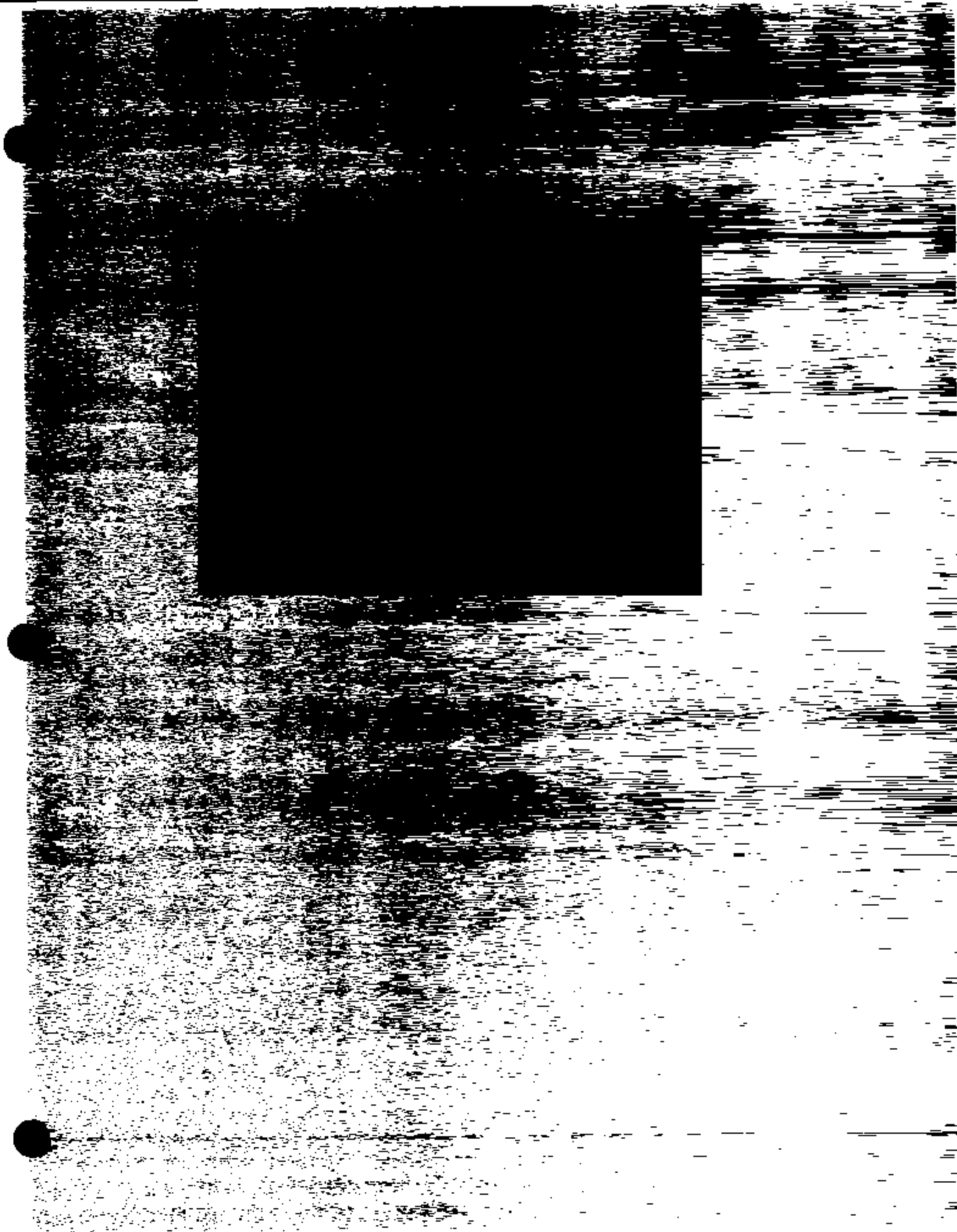


S. Dennis Lyons
Fire Investigator

RSS/slm



Raymond S. Sajdak
Fire Investigator



PROGRESSIVE

April 28, 2005

1221 West Bayshore Blvd. Suite 1200
Tampa, FL 33607 5/35
progressive.com

Ford Motor Company
Consumer Complaints
Park Lane Towers West, Suite 300
Dearborn, Michigan 48126

Ref: 2002 Ford F-150, Vehicle Fire

Vin # 1FTRX17W22N [REDACTED]

Owner: [REDACTED] Tampa, Florida [REDACTED]

Policy # [REDACTED]

Claim# [REDACTED]

MAY 4 8 2005

GENUINE PROGRESSIVE

To whom it may concern,

Progressive Insurance is in the process of conducting a cause and origin on the aforementioned vehicle, belonging to our insured.

A preliminary investigation determined that while parked and unoccupied, our insured's vehicle caught fire in the engine compartment after having been parked for some time. The fire caused extensive damage and the vehicle is a total loss.

We are sending you this letter to advise you of our intent and to coordinate with you a date and time that is convenient for one of your representatives to be present at the inspection. Be advised that invasive exploration of the vehicle is in order to determine the precise cause.

Any items removed will be retained by our vendor, Advanced Engineering Associates; will be retained until such time as their investigative analysis is completed.

Please contact me by 04/28/05. If I do not hear from you by this date we will proceed with our examination.

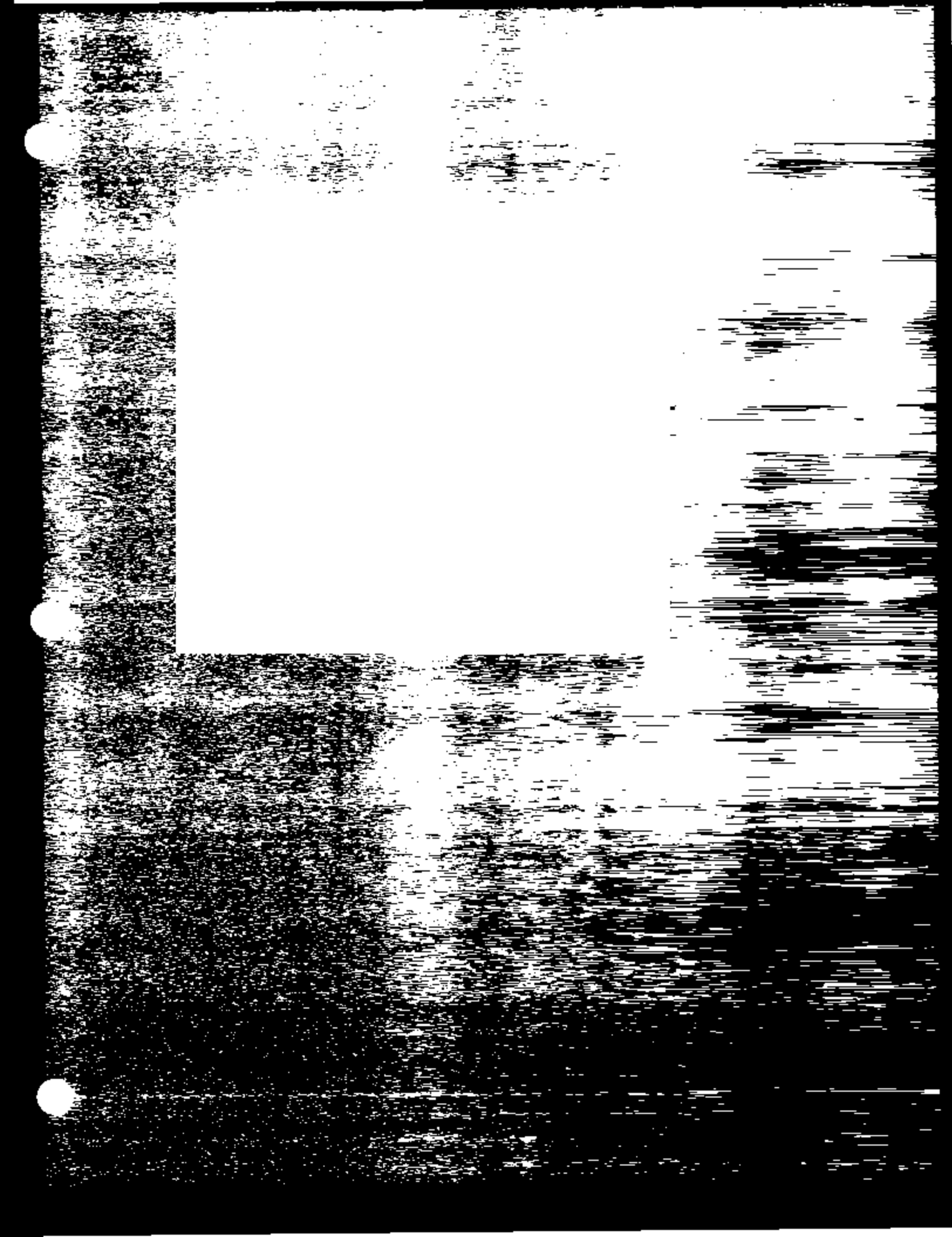
Please contact me by telephone at your earliest convenience at 813-299-8171

Sincerely,

Dewayne Ward

Dewayne Ward
Investigator, Special Investigations Unit
Progressive Insurance
(813) 299-8171

CA85-005-LC-7454



JURY FEE PAID
THIS DATE:

JAN 30 2004

STATE OF MICHIGAN

at:

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Plaintiffs,

Case: 04- NZ

vs.

HON.

FORD MOTOR COMPANY, a Delaware
Corporation, PAT MILLIKEN FORD, INC.,
a Michigan Corporation, and FORD MOTOR
CREDIT COMPANY, a Delaware Corporation,
Jointly and Severally,

Defendants.

LIBLANG & ASSOCIATES
DANI K. LIBLANG (P33713)
MICHAEL J. CARELLI (P64248)
Attorneys for Plaintiffs
260 East Brown Street, Suite 320
Birmingham, MI 48009
(248) 540-9270

COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiffs by their attorneys, Liblang & Associates, complains against the above named Defendants as follows:

1. Plaintiffs are residents of the City of Redford, Wayne County, Michigan.
2. Defendant, Ford Motor Company ("Manufacturer"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale, distribution and/or importing of Ford motor vehicles and related equipment, with its registered office located in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Pat Milliken Ford, Inc. ("Dealer"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was and is an authorized Ford Motor Company dealer, engaged in the business of selling and servicing Ford motor vehicles in the City of Redford, Wayne County, Michigan.

4. Defendant, Ford Motor Credit Company ("Finance Co."), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the business of financing Ford motor vehicles, with its registered office located in the City of Dearborn, Wayne County, Michigan.

5. On or about March 22, 2002, Plaintiffs purchased a new Ford Ranger Pickup Truck, VIN No. 1FTZR45312T [REDACTED] from the defendant dealer, which motor vehicle was manufactured, distributed and/or imported by the defendant manufacturer.

6. At the time of Plaintiffs' purchase, Plaintiffs executed a retail installment contract with the Defendant Dealer, which contract was assigned by Defendant Dealer to Defendant Finance Co., which contract contains the following language:

NOTICE: Any Holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

(a copy of said retail installment contract is in the possession of Defendants).

7. Defendant Finance Company, as an assignee, is subject to all of Plaintiffs' claims and defenses against the defendant dealer and manufacturer arising out of the subject retail installment transaction, pursuant to MCLA 492.114a(b), 16 CFR 433, the Uniform Commercial Code, and the language of the subject finance contract, arising out of the above retail installment transaction.

8. At the time of delivery, the aforesaid vehicle was covered by Defendant Manufacturer's written express new vehicle warranty for a period of 3 years/36,000 miles, as well as an Extended Service Plan ("ESP") for a period of 60 months or 100,000 miles, whichever occurred first (a copy of the Service Contract is in the possession of Defendants).

9. At all times relevant hereto, Defendant Dealer, as an "authorized Ford dealer," was an actual or apparent agent of Defendant Manufacturer for purposes of selling Ford motor vehicles and Ford Extended Service Plans.

10. On or about April 23, 2004, while the vehicle was still under the terms Defendant Manufacturer's express warranties and/or the subject service contract, the vehicle caught fire due to a defect or condition involving the transmission cooler, whereby fluid was expelled from the transmission cooler line onto hot surfaces of the exhaust manifold and underside, causing damage so severe as to render the vehicle a total loss.

11. Although given notice and an opportunity to repair or replace the subject vehicle pursuant to the terms of the express written warranty and/or service contract, Defendants have failed and/or refused to honor the written express warranty and/or the service contract.

12. This causes arises out of the defendants' negligence, misrepresentation, breaches of warranty and contract and violations of statutes, as hereinafter set forth.

13. Plaintiffs seek damages in excess of \$25,000 and/or equitable relief.

COUNT I

BREACH OF WARRANTIES

14. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

15. Defendants are merchants with respect to motor vehicles under MCLA 440.2104.

16. The aforementioned motor vehicle purchased by Plaintiffs was subject to implied warranties of merchantability under MCLA 440.2314.

17. Defendants, to induce said sale, also made certain express warranties and representations to Plaintiffs, both orally and in writing (including but not limited to service contracts) and through their advertising and conduct.

18. Said express and implied warranties and representations included, but were not limited to, the following:

- (a) Said vehicle was fit for the ordinary purposes 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 and repairs;
- (e) Said vehicle was capable of towing up to 5,600 gross vehicle weight;
- (f) In the event said vehicle was not free from defective parts or workmanship as set forth above, that Defendants would repair or replace same within a reasonable time and without cost to Plaintiffs.

19. Said vehicle was not as warranted and represented in that, on or about April 23, 2004, the vehicle caught fire and was rendered a total and has the vehicle has such other problems and/or defects as are reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in possession of defendants.

20. As a result of the aforesaid defects or conditions, said vehicle has been rendered inoperable and cannot be reasonably relied on by Plaintiffs for the ordinary purpose of safe, comfortable, attractive and efficient transportation.

21. Plaintiffs have given Defendants reasonable opportunities to cure said defects 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 Plaintiffs.

22. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiffs have suffered damages, including but not limited to: repair costs, the cost and inconvenience of obtaining alternative transportation, wage loss, interest and sales tax, insurance, anxiety, embarrassment, anger, fear, frustration, disappointment, worry, aggravation, inconvenience, and Plaintiffs will suffer future damages, including but not limited to, the damages herein stated, car

rental, and diminished resale value of the subject vehicle, together with cost and attorney fees in attempting to obtain relief from Defendant's wrongful conduct.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

- A. Money damages in whatever amount above \$25,000, Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;
- B. Equitable relief, including but not limited to, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiffs are not found to be entitled to revocation; and
- C. Such other and further relief as this Court deems just.

COUNT II

REVOCATION OF ACCEPTANCE

- 23. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.
- 24. The defects and non-conformities described above were latent and not readily discoverable by Plaintiffs upon reasonable inspection and, further, Defendants represented that the aforesaid defects and non-conformities would be cured within a reasonable time.
- 25. The non-conformities substantially impair the use and value of the vehicle to Plaintiffs in that the vehicle is inoperable due to the aforesaid engine failure.
- 26. Plaintiffs have previously notified Defendants of said non-conformities and Plaintiffs's intent to revoke acceptance pursuant to MCLA 440.2967 and demand return of the down payment and payments made.
- 27. Defendants have nevertheless refused to accept Plaintiffs's revocation and have refused to refund Plaintiffs's purchase price, plus incidental and consequential damages, and cancel the contract.

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

COUNT III

BREACH OF OBLIGATION OF GOOD FAITH
(MCLA 440.1203, ET SEQ)

28. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

29. Pursuant to MCLA 440.1203, defendants had the duty to act in good faith with respect to the transactions set forth herein; to-wit:

Obligation of good faith imposed. Sec. 1203. Every contract or duty within this act imposes an obligation of good faith in its performance or enforcement. (MCLA 440.1203.)

30. Pursuant to MCLA 440.2103(b), Defendants, as merchants, also had the obligation to conform to the following standard:

(b) "Good faith" in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.

31. The actions of defendants as described in this complaint constitute a breach of the good faith requirement and the foregoing standard of conduct.

32. As a proximate result of Defendants' aforesaid breach, Plaintiffs have sustained the damages set forth above.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above \$25,000, Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief, including but not limited to, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiffs are not found to be entitled to revocation; and

C. Such other and further relief as this Court deems just.

COUNT IV

**LIABILITY UNDER MAGNUSON-MOSS
WARRANTY ACT (15 USC §2301 ET SEQ)**

33. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

34. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq, by virtue of 15 USC §2310(d)(1)(A).

35. Plaintiffs are consumers as defined in 15 USC §2301(3).

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

37. The aforescribed motor vehicle is a consumer product as defined in 15 USC §2301(6).

38. 15 USC §2304(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC §2304(d).

39. Despite repeated demands and despite the fact that Plaintiffs have complied with all reasonable terms and conditions imposed on him by Defendants, Defendants have acknowledged that they are unable to remedy within a reasonable time and without charge, the defects heretofore set forth in this Complaint.

40. As a result of Defendants' breaches of express and implied warranties as set forth in this Complaint, and Defendants' failure to remedy same within a reasonable time and without charge to Plaintiffs, Plaintiffs have suffered the damages enumerated in this Complaint.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC §2310(d)(2) or in the alternative, that Plaintiffs be awarded damages in whatever amount above \$25,000 they are found to be entitled, plus interest, costs and actual attorney fees.

COUNTY

**VIOLATION OF MCLA 445.901, ET. SEQ.
(MICHIGAN CONSUMER PROTECTION ACT)**

41. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.
42. Plaintiffs are "persons" as defined in the Michigan Consumer Protection Act, MCLA 445.902(c).
43. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(d).
44. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair and deceptive acts or practices:
 - (a) 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;
 - (b) Defendants further breached the aforesaid duty to disclose by representing, either affirmatively or by omission, that the subject vehicle had been properly repaired, when in fact, the vehicle had not been adequately or properly repaired;
 - (c) Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
 - (d) Failing to adequately and properly inform Plaintiffs of his rights and remedies with respect to the transactions which are the subject of this Complaint;
 - (e) Misrepresenting Plaintiff's rights and/or failing to advise Plaintiffs of his remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
 - (f) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;

- (g) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;
- (h) Representing that the repairs could be performed properly, within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case;
- (i) Refusing and/or failing to provide promised benefits, including but not limited to warranty repairs;
- (j) Failing to reveal material facts including but not limited to the nature of the non-conformities and defects complained of herein;
- (k) Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable law and/or warranties;
- (l) Representing that the vehicle had a towing capacity of 5,600 GVW when, in fact, it did not;
- (l) Failing to promptly refund Plaintiff's money and/or restore their property to them upon their rightful revocation and cancellation of the subject transactions.

51. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCLA 44.903 and the sub-paragraphs contained therein.

52. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have appropriate procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale and/or lease of vehicles to other consumers.

53. As a result of the Defendants' actions above Plaintiffs have suffered a loss within the meaning of the Act and are also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCLA 445.911.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above \$25,000, Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief, including but not limited to, rescission or reformation of the subject contract or, alternatively, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiffs are not found to be entitled to rescission; and

C. Such other and further relief as this Court deems just.

COUNT VI

HOLDER LIABILITY - DEFENDANT FINANCE CO.

54. Plaintiffs incorporate by reference all heretofore mentioned facts and allegations in this Complaint.

55. As an assignee of the subject retail installment contract, Defendant Finance Company is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

56. Pursuant to 16 CFR 433, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

57. Pursuant to the language of the finance contract between Plaintiffs and Defendant Finance Co, to-wit:

NOTICE: Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Defendant Finance Co. is subject to all of Plaintiff's claims and defenses which Plaintiffs could assert against the co-Defendants in this cause.

58. Pursuant to MCLA 492.114a, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

WHEREFORE, Plaintiffs pray for Judgment against Defendant Finance Co. as follows:

A. Money damages in an amount equal to Plaintiff's payments under the subject contract, plus interest, costs and attorney fees; and


- B. Cancellation of the remainder of the subject contract; and
- C. That Defendant be ordered to delete any neutral or negative credit information from Plaintiff's credit history arising out of the subject transaction; and
- D. That Defendant be permanently enjoined from reporting any neutral or negative credit information concerning Plaintiff arising out of the subject transaction; and
- E. Such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial in the above entitled cause.

Respectfully submitted,

LIBLANG & ASSOCIATES

BY: 
DANIEL K. LIBLANG (P33713)
MICHAEL J. CARELLI (P64248)
Attorneys for Plaintiff
260 East Brown Street, Suite 320
Birmingham, Michigan 48009
(248)540-9270

DATED: June 25, 2004

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vtr/ Case No.	Model Year and Vehicle Line	Issue Type
5/18/2004 CLOSED	ADAM J DEPEW PROD/COMP DURPERF - VEHICLE QUALITY	1FTZR45E12 [REDACTED] 623281204	2002 RANGER	02
5/13/2004 CLOSED	ADAM J DEPEW LEGAL - CUSTOMER UNHAPPY WITH DECISION	1FTZR45E12 [REDACTED] 623281204	2002 RANGER	02
4/30/2004 CLOSED	ADAM J DEPEW LEGAL - ACCIDENT / FIRE	1FTZR45E12 [REDACTED] 623281204	2002 RANGER	07

All Action Details for Issue

Print

VIN: 1FTZR46E1Z	Year: 2002	Model: RANGER	Case: 623281204
Name: [REDACTED]	Owner Status: Original	WSD: 2002-03-22	
Symptom Desc: FIRES/SMOKE VISIBLE FLAME		Primary Phone: [REDACTED]	
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY		Secondary Phone: [REDACTED]	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: SUPPORT DEALER'S/REGION'S DECISION		Origin Desc: US CONCERN CASE BASE
Dealer: 02741 PAT MILLIKEN FORD, INC.		
Odometer: 40000 MI	Comm Type: PHONE	
Analyst Name: ANDREW SOBIESKI	Analyst: ASOBIESK	
Action Date: 05/18/2004	Action Time: 13:20:52.852	Action Date: No

Comments CUSTOMER SAYS: CUST IS SEEKING COVERAGE FOR HIS CONCERNS RELATED TO THE VEH FIRE PREVIOUSLY DOCUMENTED PER CUSTOMER. DEALER SAYS: CAC ADVISED: "THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN RELATION TO THIS ISSUE. TO ENSURE OUR RECORDS ARE COMPLETE, YOUR COMMENTS HAVE BEEN DOCUMENTED. HOWEVER, THE DECISION OF THE DEALER/REGIONAL OFFICE IS FINAL. (NOTE TO CSR: SUPPORT OUR REGION DECISION.)" ADVISED CUST AS PER PRIOR DOCUMENTATION ... DIAGNOSTIC MUST BE COMPLETED BEFORE NEXT STEPS CAN BE DETERMINED INFERENCE CASE ID: 1615

AS Action Details for Issue

Print

VIN: 1F7ZRA5E1Z	Year: 2002	Model: RANGER	Case: 623281204
Name:	Owner Status: Original	WSD: 2002-03-22	
Symptom Desc: SUSPENSION SHOCKS/STRLITS		Primary Phone:	
Reason Desc: LEGAL - CUSTOMER UNHAPPY WITH DECISION		Secondary Phone:	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: CB-ADVISE CUSTOMER CA HAS MADE A DECISION; SUPPORT DECISION
 Dealer: 02741 PAT MILLIKEN FORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 42000 MI Comm Type: PHONE
 Analyst Name: SHARLA BANDOQUILLO Analyst: SBANDOGU
 Action Date: 06/13/2004 Action Time: 12:01:39.889 Action Data: No

Comments CUSTOMER SAID: VEHICLE FIRE - FIRE ORIGINATING POSSIBLY FROM THE FRONT END WHILE DRIVING AT 80 MPH; HIGH RPM (SEE HISTORICAL ISSUE 4/28/04 FOR ACCIDENT DETAILS) REPAIR STATUS - AWAITING REPAIRS CUST ISSUE - INSURANCE COMPANY HAS INFORMED CUST THAT VEHICLE DOES NOT HAVE FIRE COVERAGE; CONSUMER AFFAIRS REFERRED CUST TO ESP BUT ESP REFUSES TO INITIATE INVESTIGATION; CUST INQUIRING ABOUT APPROPRIATE STEPS IN INITIATING INVESTIGATION IN PURSUIT OF ESP-COVERED REPAIRS (CUST HAS RETAINED LAWYER) DEALER SAID: CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN RELATION TO THIS ISSUE. TO ENSURE OUR RECORDS ARE COMPLETE, YOUR COMMENTS HAVE BEEN DOCUMENTED. HOWEVER, THE DECISION OF THE CONSUMER AFFAIRS OFFICE IS FINAL. (NOTE TO CSR: SUPPORT CONSUMER AFFAIRS DECISION) AS PER HIST ISSUE 4/30 - ISSUE REFERRED BY LPGA TO ESP AS PER ESP (CRC OBC) - HAVE REPAIRING FACILITY ROUTE THEIR DIAGNOSTICS TO OUR CLAIMS DEPT. ADVISED CUST THAT DIAGNOSTICS WILL HAVE TO TAKE PLACE AT HIS COST AS INSURANCE COVERAGE IS INADQUATE. ROUTE DIAGNOSTIC RESULTS TO ESP CLAIMS DEPT & VERIFICATION OF COVERAGE WILL BE MADE THEREIN.

All Action Details for Issue

Print

VIN: 1ETZB4ME12 Year: 2002 Model: RANGER Case#: 623281204
 Name: Owner Status: Original WBD: 2002-03-22
 Symptom Desc: FIRE/SMOKE VISIBLE FLAME Primary Phone:
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone:
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Dealer: 02741 PAT MILLIKEN FORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 42000 MI Comm Type: PHONE
 Analyst Name: DUNKLEY SIAN Analyst: SDUNKLE2
 Action Date: 04/29/2004 Action Time: 17.18.47.652 Action Data: Yes

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
BILL		DEPEW		PARENT

Comments CUSTOMER SAID: -THE VEH CAUGHT ON FIRE LAST FRIDAY-THE VEH WAS TOTALLED-A CAMPER WAS HOOKED UP TO VEH AND THAT WAS BURNT ALSO -THE VEH BURNT ON THE HIGHWAY-THERE WAS NO INJURIES-THERE WAS A POLICE REPORT FILED-FILE# 21-2865-04-CUST IS CALLING TO INFORM FORD-CUST CALLED LAWYER-CUST HAD INTERLOCK SYSTEM (BREATHELIZER) IN VEH AND HE FEELS THIS MIGHT BE THE CAUSE OF THE FIRE-DEALER SAID: NONECRC ADVISED: -I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name

Data Value

FIRE/ACCIDENT

F

Action: MAKE OUTBOUND CALL TO CUSTOMER
 Dealer: 02741 PAT MILLIKEN FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 42000 MI Comm Type: PHONE
 Analyst Name: SCHWAGLE,JEFF Analyst: JSCHWAGL
 (J.)
 Action Date: 04/30/2004 Action Time: 13.22.05.550 Action Data: Yes

Comments *** LPA COMMENTS *** - LPA CONTACTED CUSTOMER AND ACKNOWLEDGED RECEIPT OF COMPLAINT

Data Element Name

Data Value

CONTACT PERSON

ADAM DEPEW

Action: REDIRECT TO OTHER
 Dealer: 02741 PAT MILLIKEN FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 42000 MI Comm Type: FAX
 Analyst Name: SCHWAGLE,JEFF Analyst: JSCHWAGL
 (J.)
 Action Date: 04/30/2004 Action Time: 15.22.20.543 Action Data: No

Comments *** LPA COMMENTS *** - LPA FORWARDED THE CASE FILE TO ESP FOR HANDLING

ER05-005-LC-7470



APR 20 2005

BEGINNING OF CONTACT
04/20/2005

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.04

REGION:	OGC ISSUE	CASE NBR:	1368911086
VIN: 1FMYUJ22X2WL	ZONE:	OPENED:	04/19/2005
	ENGINE: X	CLOSED:	04/19/2005
	VEH TYPE: T		

LAST NAME:	FIRST NAME:	STATUS:	CLOSED
TITLE:		MI:	
ADDRESS:			
CITY: ORLANDO	STATE: FL	ZIP:	
HOME PHONE:			
MODEL YEAR: 1998	MODEL: EXPLORER 4X2 2DR WAGON		
MILEAGE: 105000			
DEALER NAME:	SALES CODE:	P & A:	
REASON CODE: 0792 LEGAL - ACCIDENT / FIRE			
SYMPTOMS: 704100 FIRE/SMOKE VISIBLE FLAME			

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION: PHONE
 ACTION: 705 - CONTACT ADVANCED TO OGC
 DOCUMENT: ANALYST: CPARRIS CHUMSIE PARRIS

DATE: 04/19/2005 TIME: 10:16:29:
 ACTION DATA/COMMENTS:

CUSTOMER SAID: -THE VEH CAUGHT ON FIRE WHILE PARKED IN HIS GARAGE AT HIS RESIDENCE BUT IT IS NOT ON THE RECALL LIST FOR THE CRUISE CONTROL SWITCH. -DATE: 04/17/05 -TIME: 10:30 PM
 -FIRE REPORT WAS FILE WITH ORANGE COUNTY FIRE DEPT. REPORT # IS NOT AVAIL -INSURANCE CLAIM WAS FILED AND IT IS CURRENTLY BEING INSPECTED. -THE FIRE WAS CONTAINED IN THE GARAGE, THE GARAGE HAS BEEN DAMAGED, ALL PIPES WERE MELTED AND ANOTHER WAS DAMAGED. -THE VEH IS DEEM TOTALED. -DOES NOT KNOW THE CAUSE OF THE FIRE. IS NOT ALLEGING FMC RESPONSIBLE FOR THE FIRE AT THIS TIME. -WOULD LIKE FMC TO SEND SOMEONE OUT TO INVESTIGATE THE CAUSE OF THE FIRE. DEALER SAID: DLRS NAME: GREENWAY FORD INC 9001 EAST COLONIAL DRIVE ORLANDO, FL 32817 TEL: (407) 275-3200 CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS. AS PER TL MICHELLE

FORD MOTOR COMPANY
 RECEIVED
 FL 4005 UNIT

APR 20 2005

OFFICE OF THE
 GENERAL COUNSEL



MAY 17 2005

RV APPRAISALS & INVESTIGATIONS OF AMERICA, LLC

Thomas G. Bailey CFI
President, Sr. Investigator
407 Dorchester Square
Lake Mary (Orlando), Florida 32746

Member of:
International Association of Marine Investigators
Society of Professional Insurance Investigators
International Association of Arson Investigators
Florida Advisory Committee on Arson Prevention

Telephone (407) 688-9800
Fax (407) 688-0606
<http://www.rvappraisals.com>
<http://www.rvinvestigations.com>
email: tgbaily@rvappraisals.com

SENT BY CERTIFIED MAIL #7000 1670 0010 9621 5193

April 25, 2005

Ford Motor Company
Consumer Affairs
P.O. Box 6248
MD-3NE-B
Dearborn, Michigan 48126

RE: [REDACTED] Ford Explorer Fire
Our case number: PR-I-267-0405
Date of loss: 04/16/05
Chassis number: 1FMYU22X2WU [REDACTED]
Progressive Insurance Company claim [REDACTED]

MAY 17 2005

GENERAL COUNSEL

To Whom It May Concern:

I have been retained by Progressive Insurance Company to conduct the Origin & Cause investigation on a fire damaged Ford Explorer truck. The preliminary indication is that the fire originated in the engine area when the engine was off. We are requesting that a representative from Ford Motor Company be present at the inspection of the truck. Be advised that invasive exploration of the vehicle is in order to determine the precise cause.

I am providing you the following information relative to your attendance in the investigation of the Ford truck fire. It will be your responsibility to notify your designated representatives. Any items removed will be tested on site if possible. If testing cannot be performed, RV Appraisals & Investigations of America, LLC will retain those items until such time as an independent source of testing is available.

Please direct any request for information or copies of investigation reports to:

Pete Nicholich SIU

EP05-885-LC-7472

Progressive Insurance Company
6100 Old Park Lane, Suite 150
Orlando, Florida 32835

Please direct any inspection coordination request to RV Appraisals & Investigations of America, LLC at the above address.

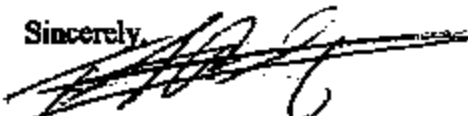
Date of Inspection: May 17, 2005

Time: 10:00 am EST

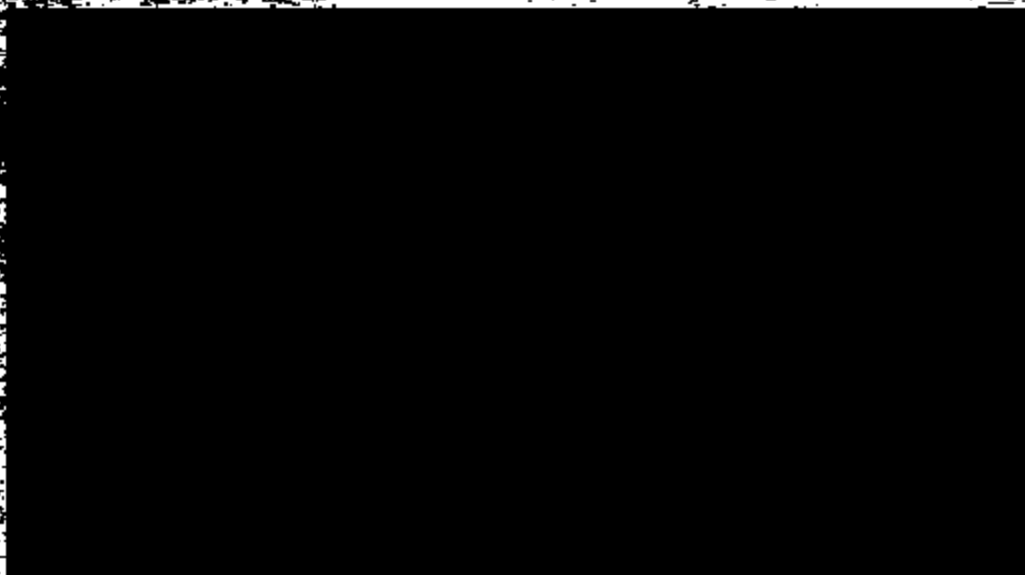
Location: Adesa Auto Auction, 2500 Adesa Drive, Sanford, Florida 32773, 407-323-4090, Ext. 120 or 111

Please advise by email or letter to RV Appraisals & Investigations of America, LLC as to whether you will be attending.

Sincerely,

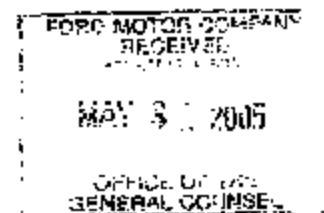


T.G. Bailey
Certified Fire Investigator



Tuesday, May 24, 2005

FORD MOTOR COMPANY
PARKLANE TOWER WEST #300
3 PARKLANE BLVD.
DEARBORN, MI 48126



Re: PRODUCT DEFECT CAUSED VEHICLE FIRE AND RESULTING DAMAGES.

VIN: 1FMYU22X2WU [REDACTED]
Year: 1998
Make: FORD
Model: EXPLORER
Our Insured: [REDACTED]
Address: [REDACTED] ORLANDO, FL [REDACTED]
Phone No.: [REDACTED]
Our Claim No: [REDACTED]
Date of Loss: 4-16-05
Damages: \$ 7,707.52

NOTICE OF SUBROGATION CLAIM

Please accept this letter as formal notice of our subrogation rights in regard to the above-captioned claim. Demand is hereby made upon you for payment of Progressive's damages and those of Progressive's insured.

Our investigation indicates damages to our insured's vehicle was a direct result of a manufacturer's defect or negligence on your behalf. Enclosed please find all supporting documentation.

Please acknowledge receipt of my subrogation demand and forward your payment of \$7,707.52 to my attention, payable to "Progressive Auto Pro Insurance Company, as subrogee of [REDACTED] and mail to my attention at [REDACTED] Richmond Hts., OH [REDACTED]

You can contact me at the number listed below should you need additional documentation or care to discuss this claim.

Thank you for your anticipated cooperation.

Progressive Auto Pro Insurance Company

William P. Kienzi
Subrogation Representative
(440) 603-7967

EP05-005-LC-7474

All Action Details for Issue

Print

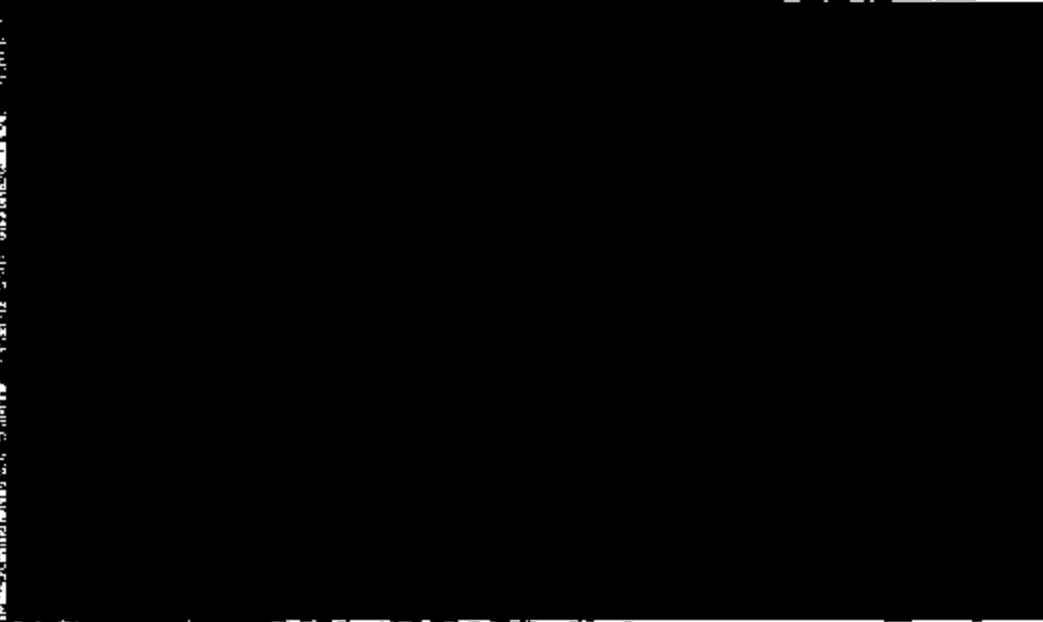
VIN: 1EWM122X2W1 [REDACTED] Year: 1998 Model: EXPLORER Case: 1369811085
Name: [REDACTED] Owner Status: Original WSD: 1996-01-08
Symptom Desc: FIRE/SMOKE VISIBLE FLAME Primary Phone: [REDACTED]
Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone:
Issue Type: 10 OGC Issue Status: CLOSED

Action: CONTACT ADVANCED TO OGC
Dealer: A1000 FORD MOTORCO OF CANADA LTD Origin Desc: US CONCERN CASE BASE
Odometer: 105000 MI Column Type: PHONE
Analyst Name: CHUMSIE PARRIS Analyst: CPARRIS
Action Date: 04/19/2005 Action Time: 10:16:29.533 Action Data: No

Comments CUSTOMER SAID: -THE VEH CAUGHT ON FIRE WHILE PARKED IN HIS GARAGE AT HIS RESIDENCE BUT IT IS NOT ON THE RECALL LIST FOR THE CRUISE CONTROL SWITCH. -DATE : 04/17/05 -TIME: 10:30 PM -FIRE REPORT WAS FILE WITH ORANGE COUNTY FIRE DEPT. REPORT # IS NOT AVAIL. -INSURANCE CLAIM WAS FILED AND IT IS CURRENTLY BEING INSPECTED. -THE FIRE WAS CONTAINED IN THE GARAGE, THE GARAGE HAS BEEN DAMAGED , ALL PIPES WERE MELTED AND ANOTHER WAS DAMAGED.-THE VEH IS DEEM TOTALED.-DOES NOT KNOW THE CAUSE OF THE FIRE. IS NOT ALLEGING FMC RESPONSIBLE FOR THE FIRE AT THIS TIME.-WOULD LIKE FMC TO SEND SOMEONE OUT TO INVESTIGATE THE CAUSE OF THE FIRE DEALER SAID: DLRS NAME: GREENWAY FORD INC9001 EAST COLONIAL DRIVE ORLANDO, FL 32817 TEL: (407) 276-3200 CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS. AS PER TL MICHELLE

EPOB-005-10-7475

[REDACTED] 4/6/2005



Esurance

MAY 05 2005

April 27, 2005

FORD MOTOR COMPANY - CONSUMER AFFAIRS
DEPT; MD-3NE-B
PO BOX 6248
DEERBROOK, MI 48126

Vehicle	2002 Ford F-150
VIN #	1FTRW07662K
Our Insured	
Our Claim	FLA-0017371
Date of Loss	4/3/2005
Collision Paid	16,322.00 (to date)
Rental	
Deductible	500.00
Total Amount Due	Pending Salvage

To Whom It May Concern:

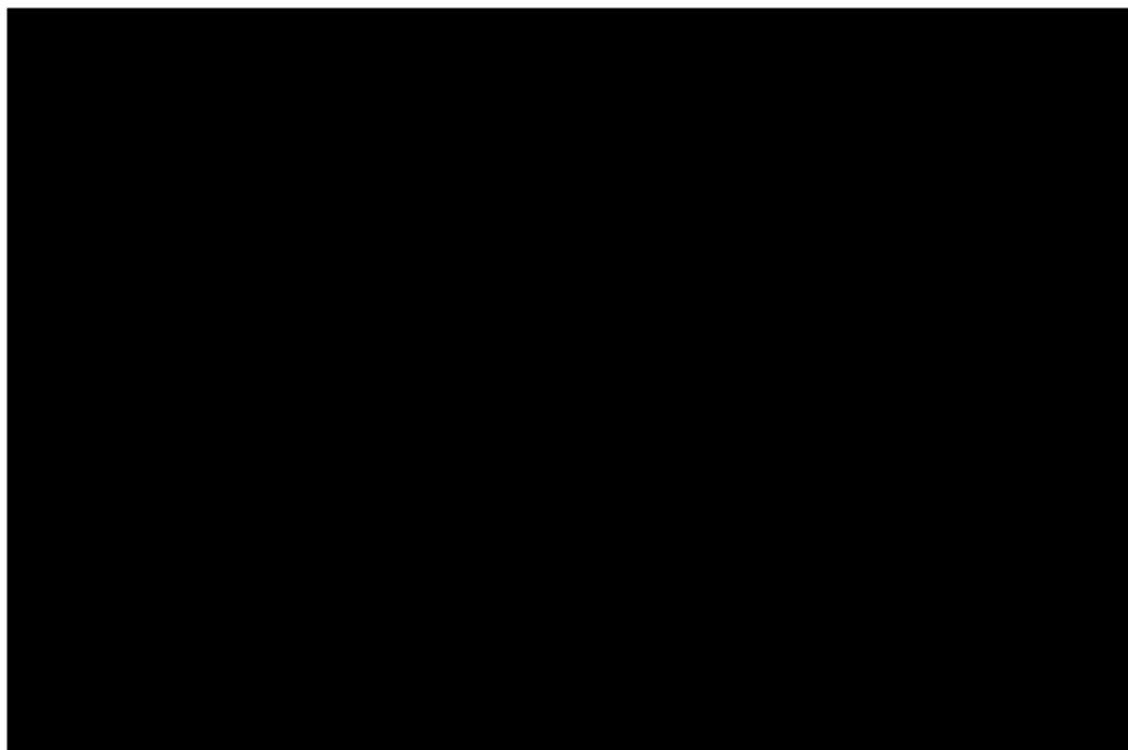
Based upon our investigation we have found your Company responsible for the above-mentioned loss. It has been investigated and reported that the cruise control switch failed, igniting adjacent combustibles and the vehicle caught on fire.

Please take this letter as formal notice of our subrogation rights. Our supporting documents will be forwarded upon the sale of salvage. Please include our claim number on any correspondence for identification

Sincerely,

Deidre Elzie
Subrogation Specialist
On behalf of: Esurance Insurance Company
Phone #: (800) 343-7262 3465
E-mail address: delzie@esurance.com

EP05-005-LC-7476





American International Companies®

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AIG World Investigative Resources, Inc.®
Personal Lines Division

Office Phone: (813) 689-8401

Office Fax: (813) 689-8371

E-Mail: cole.curtis@aig.com

April 27, 2004 **CONSUMER AFFAIRS SECTION**

SENT CERTIFIED MAIL/REGULAR MAIL

Ford Motor Consumer Affairs

P.O. Box 6248 MD-3NE-B

Dearborn MI 48126

4 MAY -3 A9:47

Re: [REDACTED]
 VIN: 1FMYU60E91U [REDACTED] 2001 Ford Explorer
 Co. Claim No: [REDACTED]
 D/Accident: 4/7/04



To Whom It May Concern:

We are currently conducting an investigation of the above titled accident.

Please be advised that I represent AIG Insurance Co. The above vehicle was involved in a fire, which alleged occurred from an electrical short. The incident occurred on 4/7/04 in Ft Myers FL.

In order to determine the cause of the fire, including a determination as to whether any defect in the vehicle was in existence at the time of the fire, an inspection and testing of the vehicle will be conducted by North Eastern Technical Services. This inspection will take place at Coparts, 12020 Hwy 301 South, Riverview, FL 33569

As you may have an interest in this matter, from both a safety precaution standpoint and as potential defendants in litigation, you are invited to have an expert attend and participate in the inspection and testing procedure

To coordinate the inspection date and time, please contact North Eastern Technical Services at (508) 675-0999. Failure to respond to this notification within 10 business days from the date of this letter will be construed as forfeiture of your right to be present at this examination.

I would like to caution that should your expert fail to appear at the inspection, you will forfeit any right to subsequently claim prejudice/spoliation under Nally vs Volkswagen of America, Inc., 405 Mass 191 (1989)

Should you have any questions or concerns regarding this request, please do not hesitate to contact me at (813) 689-8401, or cell (813) 541-6691.

P.O. BOX 1063 • MANGO, FL • 33550

ER05-885-LC-7477

Handwritten: VIN 4/7/04 FL
 EX Myers
 10K 4/27/04



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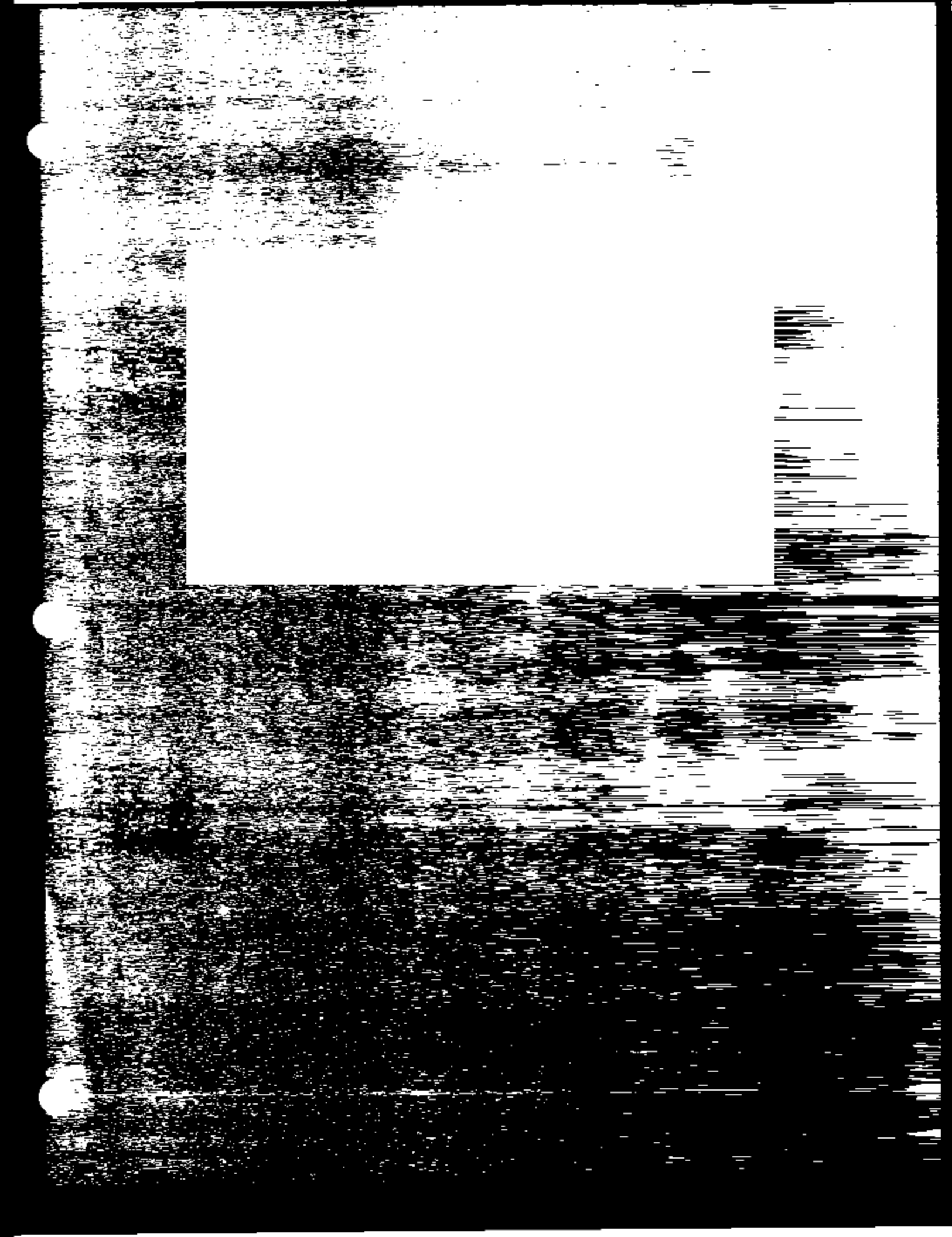
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AIG World Investigative Resources, Inc.®
Personal Lines Division

Office Phone: (813) 689-8401
Office Fax: (813) 689-8371
E-Mail: cole.curtis@aig.com

Yours truly,

Cole Curtis
Investigator
AIG World Investigative Resources, Inc.®
Personal Lines Division
Special Investigations Unit



ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/2/2005 CLOSED	ROBERT N DILL LEGAL - CUSTOMER WAITING FOR ACKNOWLEDGEMENT	1FMRU17W11[REDACTED] 1330011125	2001 EXPEDITION	02
4/28/2005 CLOSED	ROBERT N DILL CAC RELATED - F/M CSR FOLLOWING CONTACT	1FMRU17W11[REDACTED] 1330011125	2001 EXPEDITION	02
4/27/2005 CLOSED	ROBERT N DILL CAC RELATED - F/M CSR FOLLOWING CONTACT	1FMRU17W11[REDACTED] 1330011125	2001 EXPEDITION	02
4/22/2005 CLOSED	ROBERT N DILL LEGAL - ACCIDENT / FIRE	1FMRU17W11[REDACTED] 1330011125	2001 EXPEDITION	10

EM05-005-LC-7479

5/3/2005

All Action Details for Issue

Print

VIN: 1FMRU17W11 [REDACTED] Year: 2001 Model: EXPEDITION Case: 1330011125
Name: [REDACTED] Owner Status: Subsequent WSD: 2001-04-24
Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDER VEHICLE Primary Phone: [REDACTED]
Reason Desc: CAC RELATED - FM CSR FOLLOWING CONTACT Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: 04945 BILL CURRIE FORD INC Origin Desc: US CONCERN CASE BASE
Odometer: 1 MI Coman Type: PHONE
Analyst Name: TAN FELIX Analyst: FTAN
Action Date: 04/28/2005 Action Time: 15:28:09.344 Action Data: No

Comments CUSTOMER SAID: CUST CALLING TO SEE WHEN GENERAL COUNSEL WILL CALL HIM BACK.HIS VEH CAUGHT ON FIRE. PLEASE SEE HISTORICALS.DEALER SAID: NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.ADVISED CUST TO WAIT TILL END OF FRIDAY FOR THE CALLBACK, IF HE DOES NOT RECEIVE THE CALL, THEN CALL US BACK ON MONDAY AND WE WILL THEN ESCALATE THIS ISSUE.

E005-005-10-7480

5/3/2005

All Action Details for Issue

Print

VIN: 1FMRU17W111	Year: 2001	Model: EXPEDITION	Case: 1330011125
Name:	Owner Status: Subsequent	WSD: 2001-04-24	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDER VEHICLE		Primary Phone:	
Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone:	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: CALLBACK ADD ADDITIONAL COMMENTS	
Dealer: 04945 BILL CURRIE FORD INC	Origin Desc: US CONCERN CASE BASE
Odometer: 1 MI	Comm Type: PHONE
Analyst Name: TAN FELIX	Analyst: FTAN
Action Date: 04/28/2005	Action Time: 15.26.09.344
	Action Data: No

Comments CUSTOMER SAID: CUST CALLING TO SEE WHEN GENERAL COUNSEL WILL CALL HIM BACK.HIS VEH CAUGHT ON FIRE. PLEASE SEE HISTORICALS.DEALER SAID: NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.ADVISED CUST TO WAIT TILL END OF FRIDAY FOR THE CALLBACK, IF HE DOES NOT RECEIVE THE CALL, THEN CALL US BACK ON MONDAY AND WE WILL THEN ESCALATE THIS ISSUE.

EACB-005-LO-7481

All Action Details for Issue

Font

VIN: 1FMRU11Z111	Year: 2001	Model: EXPEDITION	Case: 1330011125
Name: [REDACTED]	Owner Status: Subsequent	WSD: 2001-04-24	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME		Primary Phone: [REDACTED]	
Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT		Secondary Phone: [REDACTED]	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: CALLBACK ADD ADDITIONAL COMMENTS

Dealer: 04945 BILL CURRIE FORD INC

October: 63000 MB

Analyst Name: WILLIAMS ANDRE

Action Date: 04/25/2005

Common Type: PHONE

ANALYST: AWE/L205

Action Time 11:57:10.140

Origin Desc: US CONCERN CASE BASE

Action Data: No

Comments CUSTOMER SAID: -SOMEONE WAS SUPPOSE TO CALL ME BACK-CUST IS LOOKING FOR THE CALL BACK-
SAME AS HISTORICALS ON 4/22/2006 09:07:14 AMDEALER SAID: -NONECRC ADVISED: PLEASE ALLOW THE REQUESTED
TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

Action: CALL BACK ADD ADDITIONAL COMMENTS

Dealer: 04946 BILL CURRIE FORD INC

Odometer: 63000 MI

Analyst Name: MICHELLE VELLA

Action Date: 04/27/2005

Comm Type: PHONE

Analyst: MVELLA5

Action Time: 10.4051.038

Origin Date: US CONCERN CASE BASE

Action Data: No

Comments CUSTOMER SAID: I HAVE NOT RECEIVED A CALL FROM THE OFFICE GENERAL COUNCIL CALLED LAST WEEK AND I WAS TOLD SOMEONE WAS TO CALL ME IN 3-5 BUSINESS DAY-I AM SEEKING THE STATUSDEALER SAID: BILL CURRIE FORD INC. 5815 NORTH DALE MABRYTAMPA, FL 33614CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.EXPLAINED TO CUST TO ALLOW 3-5 BUSINESS DAY SO THE FOLLOW CAN OCCUR

EP05-205-LC-7482

All Action Details for Issue

Print

VIN: 1FMRU17W11	Year: 2001	Model: EXPEDITION	Case: 1330011125
Name:	Owner Status: Subsequent	WSD: 2001-04-24	
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: 04945 BILL CURRIE FORD INC	
Odometer: 83000 MI	Comm Type: PHONE
Analyst Name: BOYCE SHOULA	Analyst: SBOYCE2
Action Date: 04/22/2005	Action Time: 09.10.00.534
	Action Data: No

Comments CUSTOMER SAID: VEH CAUGHT ON FIRE AND BLEW UP ON WEDNESDAY WHILE IN DRIVE WAY HALF HOUR AFTER BEING OFFIS AWARE OF THE CRUISE CONTROL CONCERNS WITH SOME VEHCUST HAS SOME DAMAGES TO HIS HOUSEVEN HAS NOT BEEN TO LOCAL DLR FOR INSPECTIONSINSURACE CO. HAS BEEN CONTACTED NO PAYMENT YET FIRE DEPT ADVISED THAT FIRE STARTED UNDER HOOD BECAUSE OF SOME MAL FUNCTIONS NO PRIOR SYMPTONSSEEKING TO HAVE FORD TAKE OWNER SHIP OF THIS CONCERNDEALER SAID: BILL CURRIE FORD INC.5815 NORTH DALE MABRYTAMPA, FL 33614TEL: (888) 864-8891CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS.ADVISED OF THE ABOVE INFO

E003-003-10-7483

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE
STATE OF FLORIDA IN AND FOR HILLSBOROUGH COUNTY FLORIDA
CIVIL DIVISION

[REDACTED]
Plaintiffs,

Case No.:

05-4503

DIVISION A

v.

FORD MOTOR COMPANY,
and
BILL CURRIE FORD, INC.,

CLASS REPRESENTATION

Defendants.

RECEIPT OF FILING

MAY 23 2005

CLERK OF CIRCUIT COURT

CLASS ACTION COMPLAINT

Plaintiffs, [REDACTED]

[REDACTED] ("Plaintiffs") through their attorneys, bring this Complaint in their individual capacities, and on behalf of the class of all others similarly situated, to obtain declaratory and injunctive relief, damages, costs of suit, and attorney's fees from the Defendants.

Plaintiffs' action is the result of a spontaneous fire in the engine compartment of their Ford Motor Company vehicle which erupted when the car was parked, with the ignition switch in an off position, and caused the total destruction of the vehicle, as well as damages to their home and surrounding property. Pursuant to their investigation and upon information and belief, Plaintiffs allege as follows:

OVERVIEW OF THE ACTION

1. This is an action for breach of implied warranties of merchantability, of fitness for a particular purpose, for strict liability in tort and negligence in connection with a defective cruise control deactivation switch and for violation of the Florida Deceptive

and Unfair Trade Practices Act. This particular switch is installed in Ford F-150 Pick-up Trucks, in model years 1995 through 2002; and Ford Expeditions and Lincoln Navigators from model years 1997 through 2002. This may include as many as 3.7 million vehicles.

2. The Cruise Control Switch is mounted to the Brake Master Cylinder under the hoods of the described vehicles, and the speed control deactivation switch has the potential to overheat, smoke, and cause a fire under the hood of the vehicle. This potential to overheat can occur whether or not the cruise control is engaged, or whether or not the vehicle is even turned on, because the circuit feeding the switch is energized at all times, even when the vehicle is not running. Thus, a fire could occur at any time, regardless of whether the speed control system is being used or whether the engine is running.

3. On January 27, 2005, Ford recalled nearly 800,000 vehicles because of this problem. The vehicles recalled were limited to Ford F-150 pickups, Ford Expeditions and Lincoln Navigators from model year 2000 and 2001 F-150 Super Crew Vehicles. The Plaintiffs' vehicle was not within this subgroup of vehicles recalled by the Ford Motor Company.

4. Plaintiffs file this action (a) to seek monetary damages on behalf of the owners of the vehicles within the class as defined herein; (b) to seek damages for the owners of the subject vehicles that have been damaged by spontaneous fires to their vehicles, destroying the vehicles, the contents of the vehicles, property adjacent to the vehicles during such a fire, and other related costs and expenses caused by the fires in the vehicles; (c) to provide other equitable relief; (d) and to enjoin Ford Motor company from selling vehicles, with the same or similar construction of the Speed Control Deactivation Switch.

5. Plaintiffs [REDACTED] and [REDACTED]

[REDACTED] are residents of Lutz, Hillsborough County, Florida, who jointly purchased a used Model Year 2001, Ford Expedition in 2001. This vehicle was factory equipped with Cruise Control. Thereafter, the vehicle was at all times relevant to this complaint and the allegations herein, in the use and possession of The [REDACTED]

6. Defendant FORD MOTOR COMPANY ("Ford") is a corporation organized under the laws of the state of Delaware, and maintains its principal executive offices in Dearborn, Michigan. Ford is the world's largest truck maker, and the second largest maker of cars and trucks. Ford is registered to do business in Florida, and does conduct business in Florida, with hundreds of retail sales franchises in this State. At all times relevant to this complaint and the allegations herein, Ford was in the business of designing, manufacturing, distributing, advertising, marketing and selling motor vehicles.

7. Defendant BILL CURRIE FORD, INC. ("Bill Currie") is a Florida Corporation, with its principal place of business in Tampa, Florida. Bill Currie is in the business of distributing, selling and servicing new motor vehicles manufactured by Ford, and operates as a dealership for the sale of new Ford vehicles.

JURISDICTION AND VENUE

8. This Court has personal jurisdiction over Defendants who transact business in this county and who systematically, intentionally, and continuously do business in this State. The Court has personal jurisdiction over the Plaintiffs who are citizens of Florida and who reside in Pinellas County, Florida.

9. Venue is properly in this Court because this case arises out of transactions conducted and breaches occurring within this state. A substantial part of the facts giving

rise to this action occurred in Hillsborough County, Florida. Bill Currie is in the business of distributing Ford motor vehicles in Hillsborough County, Florida, and to purchasers from the surrounding area; as a result of the distribution, delivery and sales of Ford's products through Bill Currie and other dealers to purchasers within Hillsborough County, and throughout the State of Florida, including Plaintiffs and members of the proposed Class, Ford, directly or through subsidiaries, affiliates or agents, obtained the benefits of the laws of the State of Florida. Defendants have received substantial compensation and profits from the use of and sale of their products in this County and in the State of Florida.

10. The amount in controversy exceeds \$15,000.00.

FACTUAL ALLEGATIONS

11. The [REDACTED] purchased their 2001 Ford Expedition, VIN # 1FMRU17W11[REDACTED] from a car dealership, in Pinellas County, Florida, in 2001. The [REDACTED] resided in Hillsborough County, Florida, at the same home throughout the time they owned this vehicle.

12. On April 20, 2005, at approximately 9:00 P.M., the [REDACTED] Expedition had been parked in front of their home. Later, they entered the vehicle looking for personal property but it remained parked with the ignition in the off position. At approximately 10:15 p.m. [REDACTED] heard an explosion and upon investigation found their vehicle was in flames in the driveway next to the house. The Ford Expedition had been parked in the driveway, with the ignition turned off and the keys removed for over an hour before the fire was discovered. [REDACTED] and her children safely evacuated the house.

13. The Ford Expedition had been parked in front of their house, out of the garage, on the driveway just outside of the garage door. The flames from the burning vehicle damaged the adjacent garage door and the eaves of the house, as well as the surrounding driveway and landscaping.

14. The local fire department was summoned and they arrived to extinguish the fire of the Ford Expedition and the house

15. Based upon information and belief, the origin of the fire was the speed control deactivation switch on the vehicle. The Expedition and its contents were a total loss. Additionally, there was damage to the house and property, caused by the fire in the Ford Expedition.

16. There have been many similar reported incidents of spontaneous fires in cold, non-running Ford vehicles. However, although there had been a recall of a sub-group of Ford vehicles because of the risk of fires caused by the speed control deactivation switch on January 27, 2005, there has not been a recall of the Plaintiff's vehicle although based upon information and belief, Ford was aware of the risk of fire in their vehicle.

17. The National Highway Traffic Safety Administration (NHTSA) reports indicate that approximately 218 similar events of fires from cruise control deactivation switches in Ford trucks and SUV's have been reported. In addition, the NHTSA has said it is investigating more than 3.7 million vehicles manufactured by Ford for a defect in the cruise control switch.

18. On April 8, 2005 the Defendants Ford and Bill Currie had sent a written notice to the Plaintiffs advising them that their vehicle was due for a maintenance visit. The notice advised that if the vehicle was serviced by Bill Currie that "you will have the

assurance that your vehicle is being serviced by the factory-trained technicians who know it best." The notice further advised that with regard to their vehicle there were "no recalls at this time."

19. On April 13, 2005 the Plaintiff's vehicle was towed to the service department of the Defendant Bill Currie Ford because the vehicle would not shift out of park. The service receipt indicates "FOUND BRAKE PEDAL SWITCH SHORTED REPLACE SWITCH RETEST OKAY3." After arriving to pick up the vehicle after it was allegedly repaired, the Plaintiff [REDACTED] was unable to shift the vehicle out of park. Craig Slusher, a service representative for Defendant Bill Currie checked the vehicle and found that the same fuse that had been found to be blown was blown again. He replaced the fuse again, provided additional fuses to the Plaintiff and noted the problem on the service receipt.

20. Based upon information and belief, the inability to shift a Ford truck from park is one of the known warning signs of the defect in the speed control deactivation switch.

CLASS REPRESENTATION ALLEGATIONS

21. Plaintiffs bring this action pursuant to F.R.Civ.P. 1.220(B)(1) on behalf of a class of all persons and entities nationwide who purchased or who own Ford F-150 Pick-up trucks, model years 1995 through 2002; and Ford Expeditions and Lincoln Navigators, model years 1997 through 2002; with the manufacturer installed Cruise Control option. The class includes both persons who experienced or incurred damages to their vehicle or to other property caused by the defective speed control deactivation switch, as well all other persons who own vehicles within the described models.

22. The Class is composed of numerous persons and entities throughout the United States. The joinder of all class members individually in one action would be impracticable, and the disposition of their claims in one action will provide benefits to both the parties and the Court. The class is sufficiently numerous for class treatment, as Ford and NHTSA public information indicate there are close to 800,000 effected vehicles in a sub-group of the class alone, in the United States.

23. Plaintiffs are asserting claims typical of the claims of the class. Plaintiffs and all members of the proposed Class sustained damages that were directly caused by Ford's placement of the defective switch, and in the design of their vehicle's operation and in the design of the cruise control. Plaintiffs have no interests that are in conflict with or are antagonistic to the interests of class members and have retained counsel competent and experienced in class actions, including consumer product class actions.

24. Class representation is superior to other available methods for the fair and efficient adjudication of this controversy. Since the damages suffered by individual class members may be relatively small, the expense and burden of individual litigation makes it impracticable for the class members individually to seek redress for the wrongful conduct alleged herein.

25. There are numerous and substantial questions of law and fact common to the claims of Plaintiffs individually and all of the members of the Class, which will control this litigation and which will predominate over any individual issues. Included within the common questions of law and fact are:

a. Whether the speed control deactivation switches installed by Ford in F-150 Pick-up Trucks, Ford Expeditions and Lincoln Navigators are defective;

b. Whether the Plaintiffs and the members of the Class have sustained damages and the proper measure of those damages;

c. Whether the defendants breached any express or implied warranties in connection with its manufacture and sale of these vehicles with cruise control installed in the vehicles.

d. Whether Ford acted negligently;

e. Whether members of the Class are entitled to punitive damages and, if so, the extent of such damages.

26. The claims of the plaintiffs are typical of the claims of the Class, but not exclusive.

27. Plaintiffs have no interests adverse to the interests of other members of the Class.

COUNT I - BREACH OF IMPLIED WARRANTY

28. Plaintiffs incorporate paragraphs 1 through 27 as if fully restated herein.

29. Plaintiffs purchased a used vehicle, manufactured by Defendant Ford. Other members of the class described have purchased Ford vehicles, some distributed by Defendant Bill Currie, and others distributed by other similar dealers or distributors.

30. Defendants knew that Plaintiffs and the Class they represent were foreseeable users of their vehicles, and in fact marketed these vehicles to be sold to American consumers, spending millions of dollars in advertising on a national and local level to tout their vehicles to intended purchasers. Defendants made numerous claims and representations as to the quality of the vehicles they offered for sale, as well as to the fitness of the vehicles for use by Plaintiffs and Class Members for their intended purposes.

31. Plaintiffs and other members of the class used their vehicles as intended, for transportation, and in other manners depicted by Defendants in their advertising, and for other such uses of travel and transportation in which consumers use and are intended to use motor vehicles.

32. Plaintiffs made no changes or alterations to the engine and operational parts of the Cruise Control System or the speed control deactivation switch. The switch was defective as sold to Plaintiffs and installed on their vehicle and the vehicles of the class members. The defect in the switch is known to Defendant Ford to overheat, smoke and cause fires beneath the hoods of vehicles of the same or similar model as that of the Plaintiffs. In fact, Ford has issued a recall for a sub-group of vehicles because of this danger.

33. As a result, Plaintiffs and Class members have been damaged, including inconvenience and cost of replacement of the defective switch, and for some, destruction of the vehicle because of fire, and destruction of other items of property adjacent to the fire or items of property that were within the vehicle when it burned.

COUNT II - STRICT LIABILITY

34. Plaintiffs incorporate paragraphs 1 through 27 as if fully restated herein.

35. Defendant Ford is in the business of manufacturing motor vehicles and together with Dealers and distributors, like Defendant Bill Carrie, is in the business of placing these vehicles on the market for sale to consumers.

36. Defendants placed the vehicles described in paragraph 21 of this complaint in to the stream of commerce.

37. These vehicles are in a defective condition, and are unreasonably dangerous, and were dangerous when they left Defendants' control. The vehicles were sold to Plaintiffs and class members in this dangerous condition, caused by the defective speed deactivation switch, and its placement and design in the engine compartment of these vehicles.

38. Under normal conditions, usage and applications, the vehicles should not spontaneously combust into flames, especially not when the vehicles are in the parked and off position.

39. The defect in the vehicles caused damages to Plaintiffs and class members, including but not limited to repair or replacement of the defective parts, total destruction and loss of the vehicle, its contents, and surrounding personal property or real property and fixtures and appurtenances.

COUNT III - NEGLIGENCE

40. Plaintiffs incorporate paragraphs 1 through 27 as if fully restated herein.

41. Defendants knew or should have known that the speed control deactivation switches it designed and placed in the described vehicles, and manufactured, tested, marketed or sold, in their ordinary and foreseeable use, would fail to perform as intended in motor vehicles.

42. Defendants have a duty to disclose to the public the defective nature of these switches and the resulting dangerous conditions that may occur because of these defective switches.

43. Defendants failed to use reasonable care with respect to the design, development, manufacture, production, testing, inspection, marketing or sale of the vehicles with cruise control and these speed control deactivation switches.

44. In addition, Defendants failed to use reasonable care with respect to the servicing and/or maintenance of the Plaintiff's vehicle and the vehicles of others with cruise control and these speed control deactivation switches.

45. Defendants' negligence directly and proximately caused the harm suffered by Plaintiffs and Class Members.

46. As a direct and proximate result of the Defendants' negligence, Plaintiffs and Class Members have suffered or will suffer damages, which include costs to inspect, repair or replace their speed control deactivation switches and systems, and to replace or repair other damaged property, in an amount to be determined at the trial of this cause.

**COUNT IV - VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT**

41. Plaintiffs incorporate paragraphs 1 through 27 as if fully restated herein.

42. Plaintiffs and Class Members are "consumers" within the meaning of §501.201 Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act ("FDUPTA").

43. Defendants designed, manufactured and marketed the Ford automobiles, as safe, durable, sturdy, reliable and trustworthy. Ford established for itself a reputation in American Commerce, which connotes that Ford products would offer protection and reliability to American families owning its products. Defendants failed to state in their marketing that there was a danger that, even when not operational, and turned off, the vehicles could spontaneously catch fire in the engine compartment because of defective

design, manufacture or placement of the speed deactivation control switch. These facts constitute unfair, unconscionable and deceptive trade practices.

44. Defendants intentionally misled Plaintiffs and Class Members by failing to warn them of this defect, and that such defect could lead to the loss of the vehicle and other items of property, or even personal injury.

45. Plaintiffs and Class Members have been damaged in the amount of the purchase price of the vehicles as a result of their reliance on Defendants' false and deceptive representations as to the reliability, safety and design of the vehicles. Plaintiffs and Class Members seek to be made whole and claim damages pursuant to §501.211, Florida Statutes, plus attorney's fees and court costs pursuant to the provisions of §501.2105, Florida Statutes.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and on behalf of the members of the Class defined herein, pray for judgment and relief as follows:

1. The Court adjudge and decree that the proposed class be certified pursuant to Rule 1.220, Fl.R.Civ.P.; Plaintiffs are adequate representatives of the class, as above defined, and that notice of this action be given to the class in the most effective and practicable manner;
2. The Court appoint and designate the undersigned counsel as Class Counsel;
3. The Court enter judgment for the Plaintiffs and the Class, and award compensatory damages, interest and costs; which include costs to inspect, repair or replace their speed control deactivation switches and systems, and to replace or repair other damaged property, in an amount to be determined at the trial of this cause.

4. The Court enter an injunction against Defendants, and order them to recall Ford F-150, Lincoln Navigator and Ford Expedition vehicles of the 2000 model year, wherever they were manufactured;

5. The Court find that Defendants violated the Florida Deceptive and Unfair Trade Practices Act, §§501.201, *et seq.*, Florida Statutes, and award them damages, attorney's fees and costs pursuant to those provisions;

6. The Court award Plaintiffs and the Class reasonable attorney's fees, costs, and expenses incurred in connection with this suit.

7. The Court award all other equitable relief as it deems appropriate.

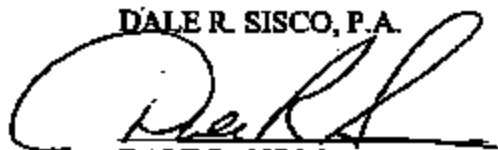
JURY DEMAND

PLAINTIFFS, on behalf of themselves and all others similarly situated, demand trial by jury on all issues triable at law.

May 23, 2005

Respectfully Submitted,

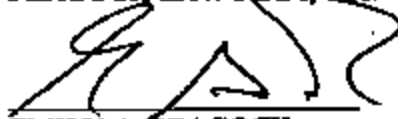
DALE R. SISCO, P.A.



DALE R. SISCO
Florida Bar No. 559679
P. O. Box 3382
Tampa, FL 33601-3382
(813) 224-0555

(813) 221-9736 Facsimile
dsisco@sisco-law.com

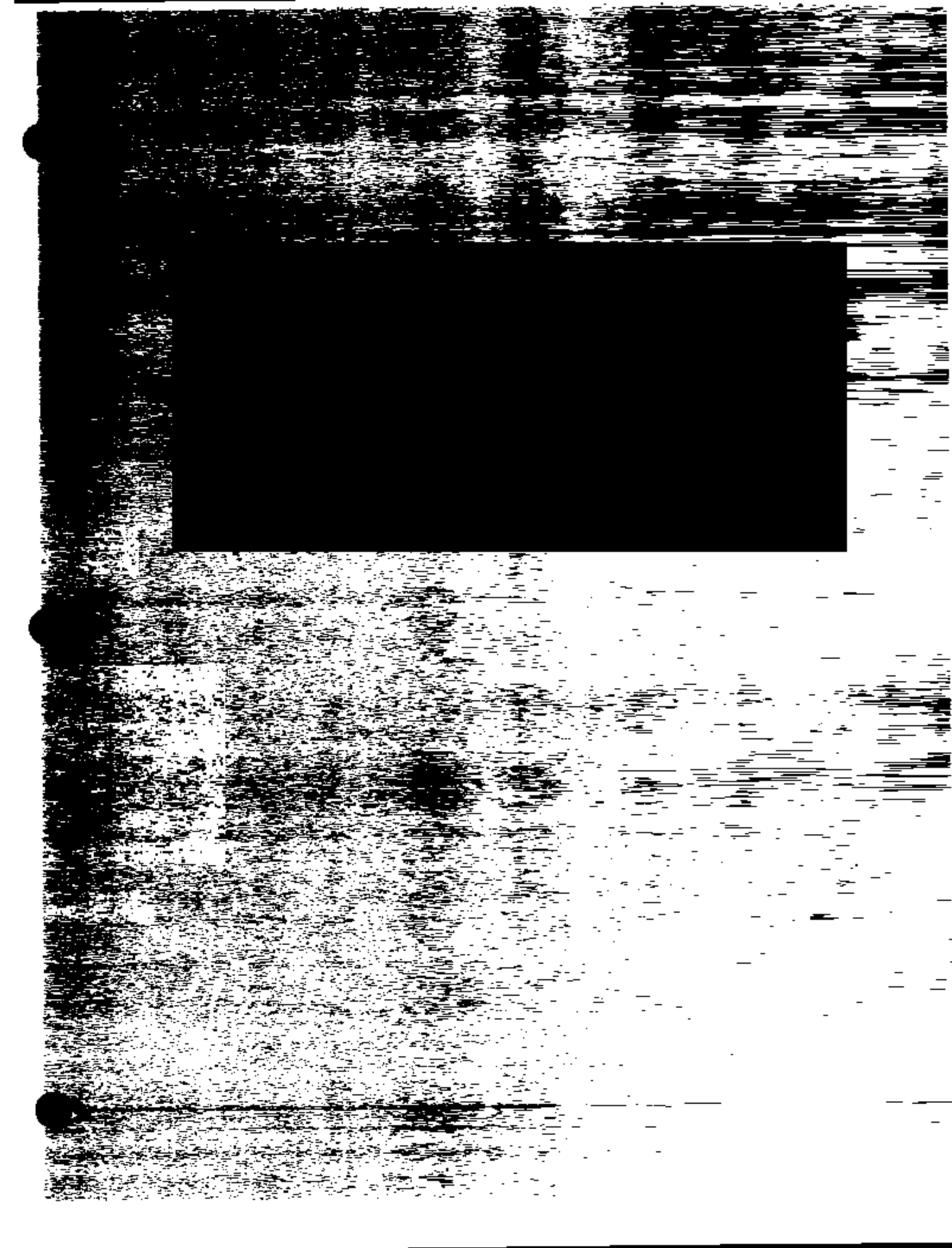
PEACOCK LAW FIRM, P.A.



EMILY A. PEACOCK
Florida Bar No. 0319147
MIKE PEACOCK
Florida Bar # 0303682
500 E. Kennedy Blvd., Suite 100
Tampa, Florida 33602
(813) 769-2409

(813) 273-6826 Facsimile
mpeacock@peacocklawfirm.com

ATTORNEYS FOR PLAINTIFFS



First Recovery Services, Inc.

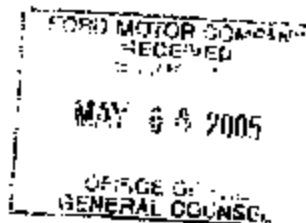
P.O. BOX 967, HUNTINGTON, N.Y. 11743 (631) 271-6321 FAX (631) 271-5399

MAY 05 2005

Apr 27, 2005

URGENT CORRESPONDENCE

FORD MOTOR CO.
ATT: CONSUMER AFFAIRS
P.O. BOX 6248 MD-3NE-B
DEARBORNE, MI 48126



Client: UNITED AUTOMOBILE INSURANCE COMPANY
File #: 818929 / MICHAEL DOMINQUEZ

RE: Claim No. 818929

Insured: [REDACTED]
Date of Loss: 1/10/05
Vehicle 2001 Ford Expedition Eddie Bauer
Vin. #1FMRU17W811 [REDACTED]
FIRE LOSS-PLACE-11830 SW2ND ST MIAMI, FL. 33184-1702
CLAIM AMOUNT: 16,090.00

To Whom It May Concern:

File 818929 has been forwarded to our office to handle by United Automobile Insurance Co.

The insureds vehicle with 56,583 miles on the odometer caught fire for no apparent reason while parked in the insureds driveway.

It is our understanding that many of these vehicles were re-called by the Ford Motor Co. as a result of defective steering columns.

Attached is our supporting documentation relevant to this loss. Please advise if there was a recall on this vehicle or if there is an existing class action suit.

The insureds vehicle was serviced on 01/08/05 at Las Brisas/Marino Car Wash, Inc. (copy of invoice provided) There were no problems detected upon service of the insureds vehicle.

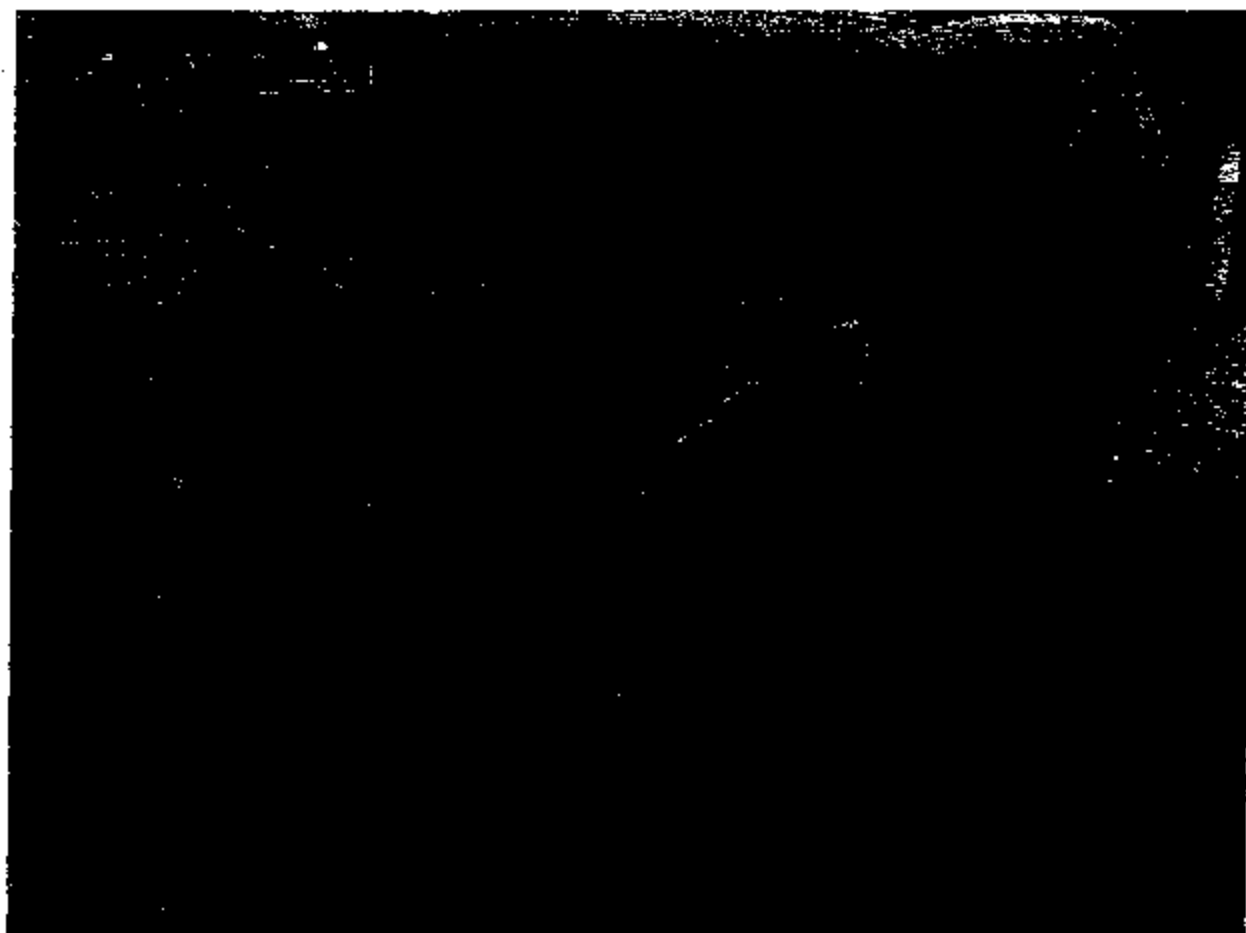
Please advise our office of recall or class action suit .
Thank You for your assistance in this matter.
Very Truly Yours,

Joan M. Paladini
JOAN M PALADINI
(631) 271-6321 Ext. 210

ER05-005-LC-7487



ERR-025-LC-7498



EROS-005-LC-7499



ERRS-003-LC-7501



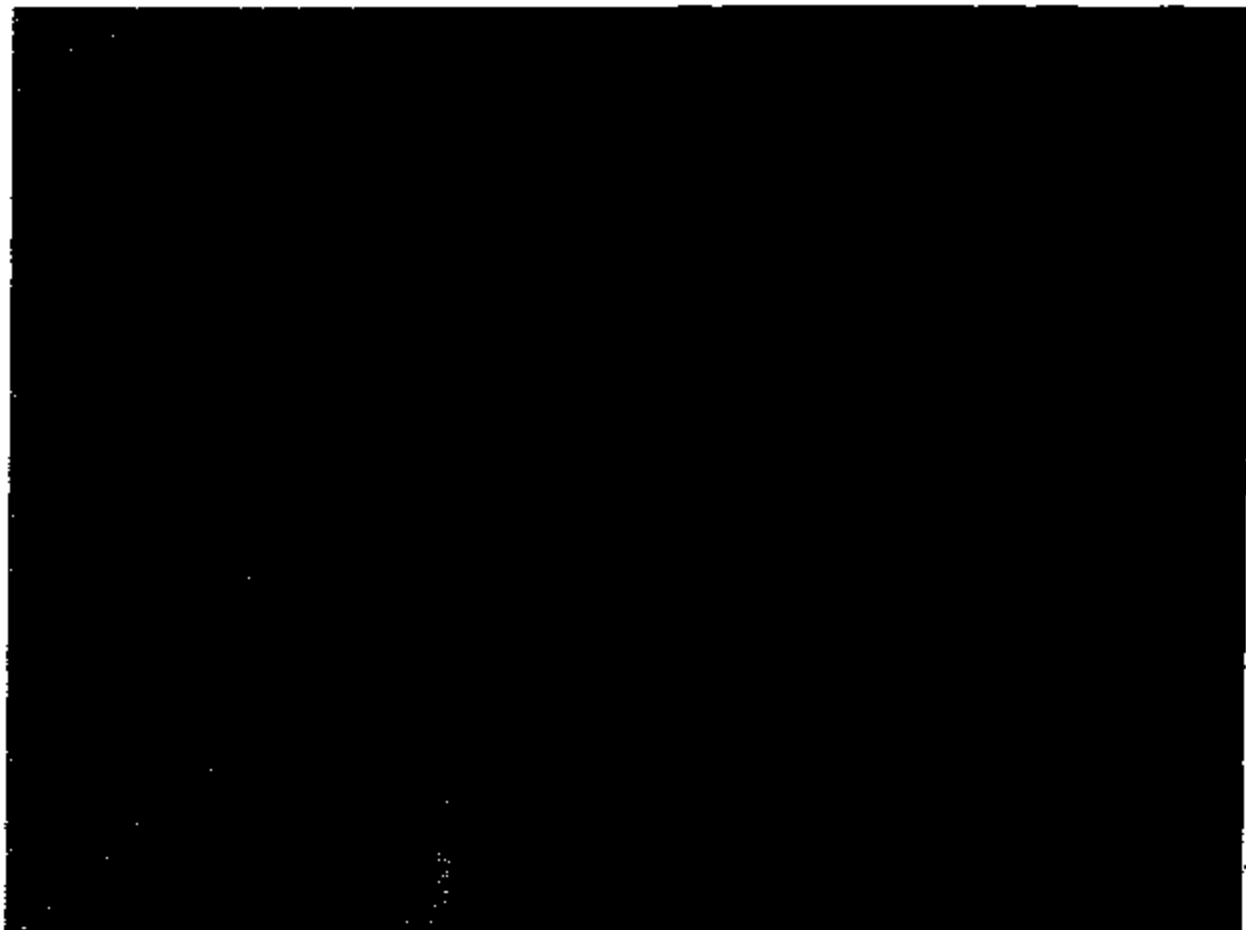
ERG-005-LC-7501



EX-100-10-1002



EP05-005-LC-7503



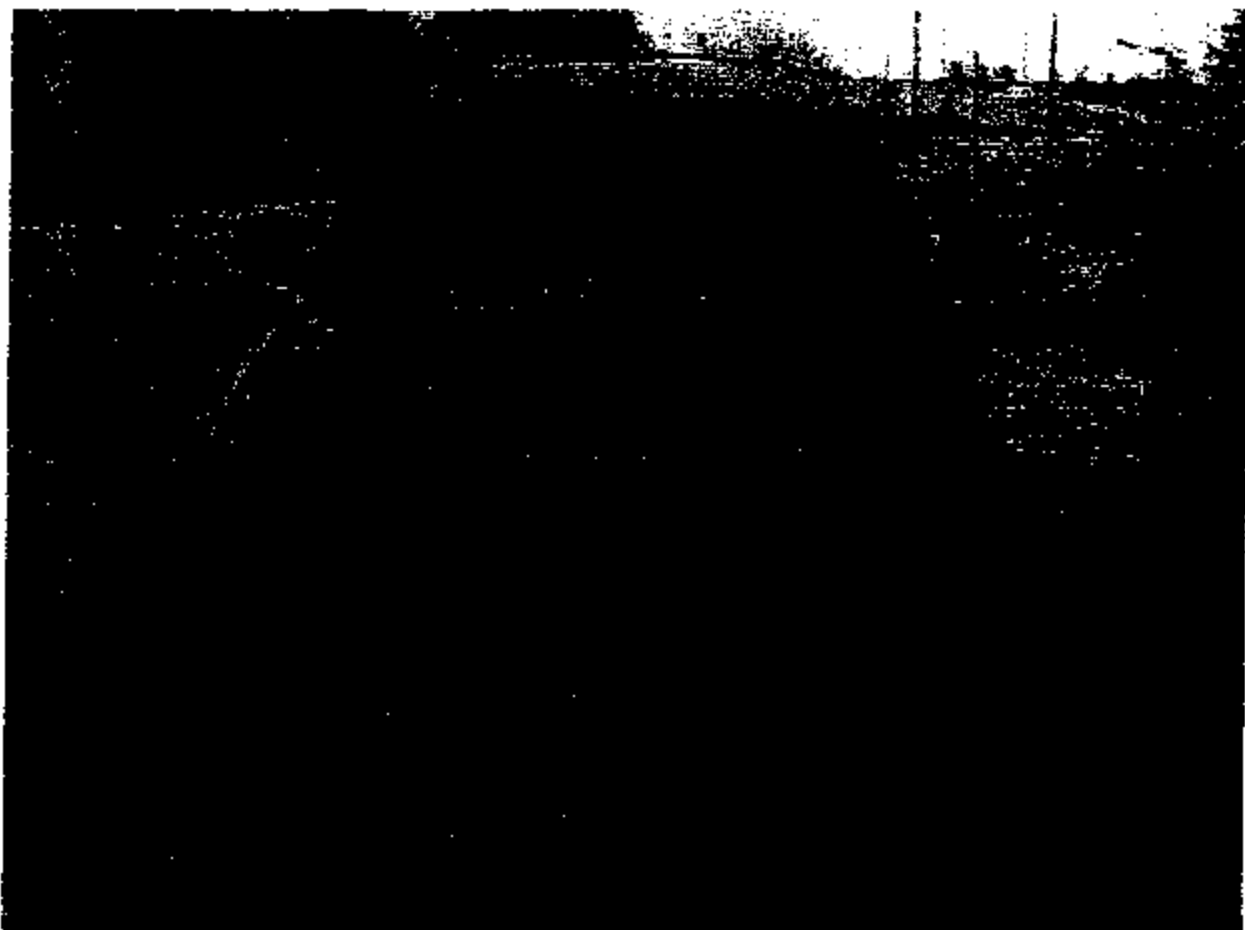
EA05-005-LC-7504



EMRIS-003-LC-7305



2005-005-LC-7507



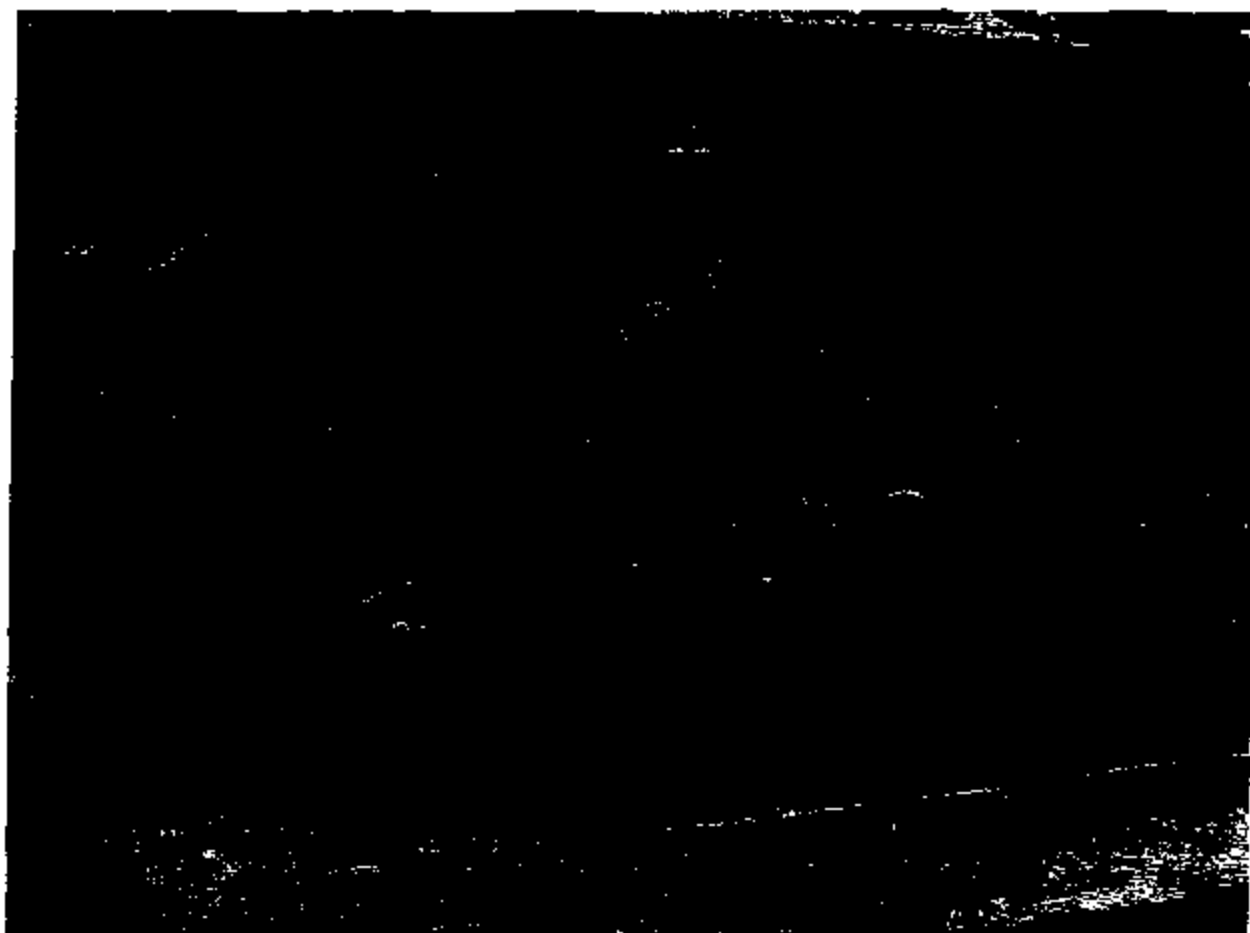
EP05-005-LC-7508



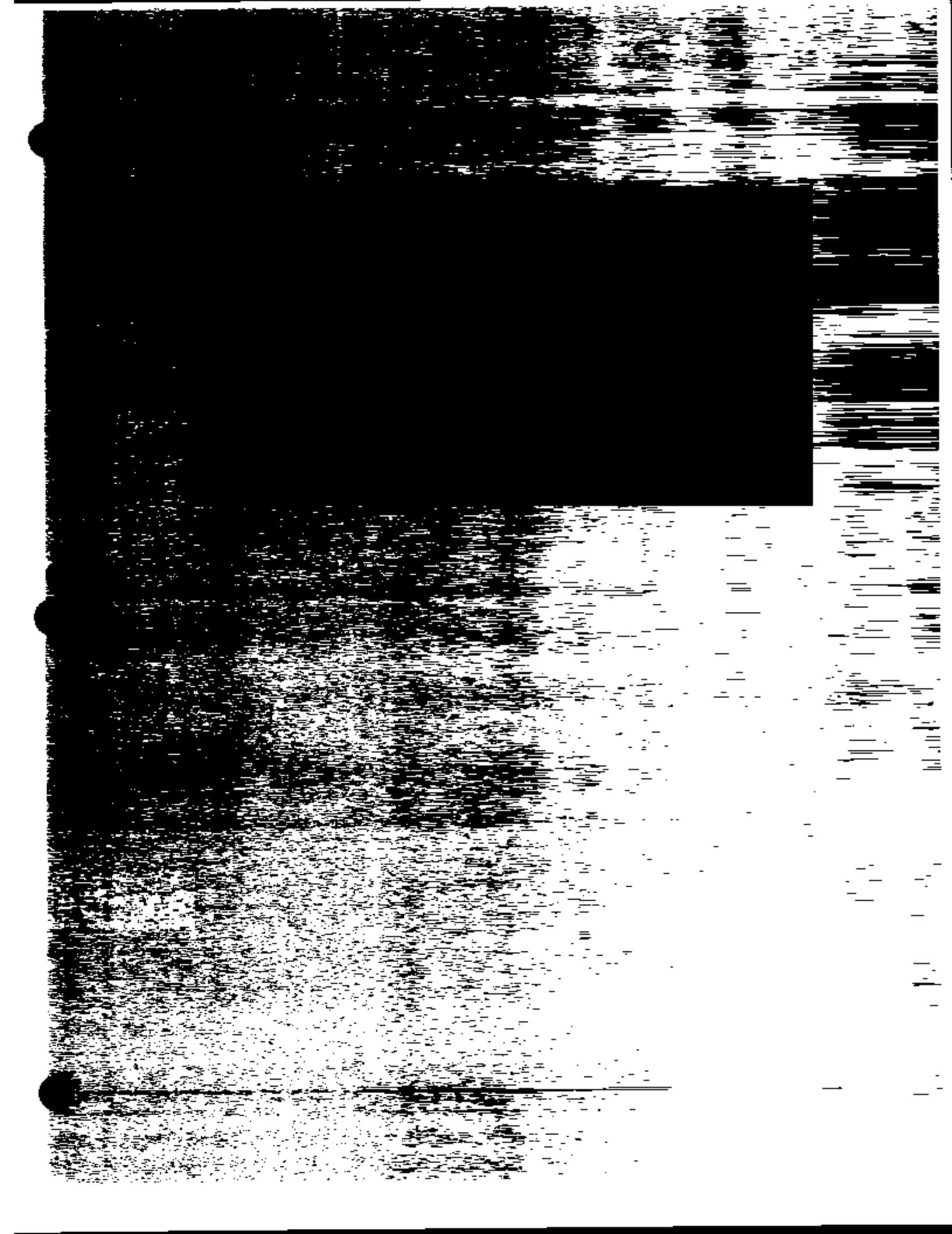
EN05-005-LC-7509



2025-085-LC-7510



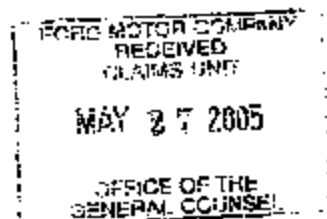
ENCLOSURE-10-7511



MAY 27 2005

Friday, April 22, 2005

FORD MOTOR COMPANY
PARKLAND TOWERS WEST #300
3 PARKLANE BLVD.
DEARBORN, MI 48126



Re: PRODUCT DEFECT CAUSED VEHICLE FIRE AND RESULTING DAMAGES.
VIN: 1FTZX1724Y [REDACTED]
Year: 1999 2000 [REDACTED]
Make: FORD
Model: E-150
Our Insured: [REDACTED]
Address: [REDACTED] CINCINNATI, OH [REDACTED]
Phone No.: [REDACTED]
Our Claim No.: [REDACTED]
Date of Loss: 4-7-05
Damages: \$ 3,712.86

NOTICE OF SUBROGATION CLAIM

Please accept this letter as formal notice of our subrogation rights in regard to the above-captioned claim. Demand is hereby made upon you for payment of Progressive's damages and those of Progressive's insured.

Our investigation indicates damages to our insured's vehicle was a direct result of a manufacturer's defect or negligence on your behalf. Enclosed please find all supporting documentation.

Please acknowledge receipt of my subrogation demand and forward your payment of \$3,712.86 to my attention, payable to "Progressive Preferred Insurance Company, as subrogee of [REDACTED] and mail to my attention at [REDACTED] Richmond Hts., OH [REDACTED]

You can contact me at the number listed below should you need additional documentation or care to discuss this claim.

Thank you for your anticipated cooperation.

Progressive Preferred Insurance Company

William P. Kienzi
Subrogation Representative
(440) 603-7967

ENR3-003-LC-7512

Last Handling Date/ Issue Status	Name/ Reason Desc	ISSUE LIST	Model Year and Vehicle Line	Issue Type
5/18/2005 ACKNOWLED	FIRST AMERICA LEGAL - FIRE CLAIM	Vin/ Case No. 1FTZX1724Y[REDACTED] 1582291375	2000 F-SERIES	07

EPOS-005-10-7513

6/3/2005

All Action Details for Issue

Print

VIN: 1FTZX1724YN [REDACTED] Year: 2000 Model: F-SERIES Case: 1582291375
Name: [REDACTED] Owner Status: Subsequent WSD: 1999-11-22
Symptom Desc: FIRE/SMOKE VISIBLE FLAME Primary Phone: [REDACTED]
Reason Desc: LEGAL - FIRE CLAIM Secondary Phone:
Issue Type: 07 LEGAL Issue Status: ACKNOWLEDGE

Action: OPEN LEGAL CONTACT - PRODUCT LIABILITY - FIRE
Dealer: 01954 JOHN NOLANFORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD
Odometer: 117888 MI Comm Type: EMAIL
Analyst Name: LEICH, CHERIE Analyst: CLEICH
Action Date: 05/17/2005 Action Time: 16.12.52.486 Action Data: Yes

Comments *****PRODUCT LIABILITY*****EMAIL RECEIVED 5-17-05.DEALER CONTACT: ED MANGUS. CUSTOMER ALLEGES VEHICLE CAUGHT FIRE AROUND STEERING COLUMN.CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name

Data Value

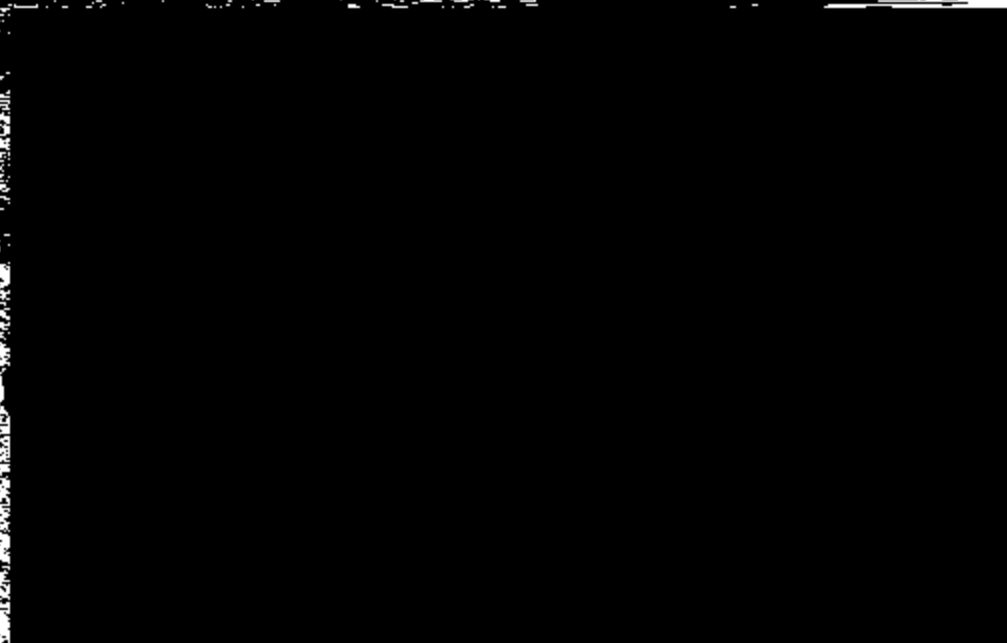
ANALYST ID

WHILL2

Action: MAKE OUTBOUND CALL TO DEALER
Dealer: 01954 JOHN NOLANFORD INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 117888 MI Comm Type: PHONE
Analyst Name: HILL, WANNETTA Analyst: WHILL2
Action Date: 05/18/2005 Action Time: 16.31.38.861 Action Data: No

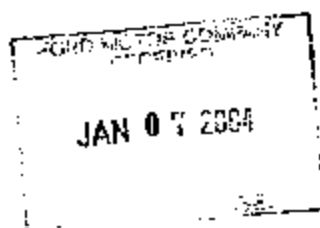
Comments LEFT VM ASKING DLR TO CONTACT LPA

E003-003-LC-7914



DECEMBER 29, 2003 CONSUMER AFFAIRS
SECTIONMONICA
FORD MOTOR CO/CONSUMER AFFAIRS
PO BOX 6248 MD-3NE-B
DEARBORN MI 48126

4 JAN -6 A8:20

Re: Our Insured: [REDACTED]
Our Claim Number: [REDACTED]
Our Insured Driver: [REDACTED]
Accident Date: 11/11/2003
Location: NJUNKNOWN
Amount of Claim: \$15,953.00
Your Insured: FORD MOTOR CO
Your Claim/Policy No:

Dear Sir/Madam:

This is to inform you that New Jersey Manufacturers Insurance Company is exercising its right of subrogation regarding the claim referenced above.

We would appreciate your prompt consideration of this claim because an expeditious settlement will benefit all parties involved.

Please contact me to discuss the damages or liability resulting from this accident.

Thank you for your anticipated cooperation.

Very truly yours,

ANN MARIE TAFT EXT.5520

SUBROGATION CLAIMS REPRESENTATIVE

EPR5-003-LC-7519

- #15,953.
- 11/14/03
- Pol. Ref
- 8484
- 102
- VIN



Office of the General Counsel

PRIVILEGED & CONFIDENTIAL

Ford Motor Company
Parklane Towers West
Suite 800
Three Parklane Boulevard
Dearborn, Michigan 48124-2858

January 12, 2004

NJM Insurance Group
301 Sullivan Way
West Trenton, NJ 08628
ATTENTION: ANN MARIE TAFT

RE: Claimant: [REDACTED]
Your Claim #: [REDACTED]
DOL: 11/11/2003

Dear Ms. Taft:

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.
- ☐ 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.
- ☐ 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.
- ☐ 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.

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: WALL, NEW JERSEY.
- 10. The 17 digit vehicle identification number: 1FTYR44U52T [REDACTED]
- 11. What was the mileage at time of occurrence: 8,475
- 12. What is the alleged defect: UNKNOWN (NONE - TO OUR KNOWLEDGE)
- 13. Has the alleged defective part been repaired or replaced? (circle one) Yes or No

NO EXP
NA Color Photo
"No Defect"

ENG-005-1C-7518

14. What is the current location of the vehicle? IN POSSESSION OF NJM INSURANCE
15. List all after market additions or modifications that were made to the vehicle:

BUG SHIELD
WINDOW SHIELD
COVER OVER BRED (VINYL)

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:

RECEIVED FEB 25 2004

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 all 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.

*Ronald
Duclos*

Sincerely,

[Signature]

Shawn L. Norton
Claims Analyst /
Litigation Assistant

2/18/04

Mr. Norton,

In response to your request I have enclosed the required documents. Kindly advise of your intentions or call if you require additional information

Thanks!

*Ann Marie Stolt
Subv. Clms. Rep.*

609-885-1300 X5540

03-196134

TOTAL LOSS



MVC-0055.JPG
2003/11/12 09:13:14

MVC-0056.JPG
2003/11/12 09:13:22

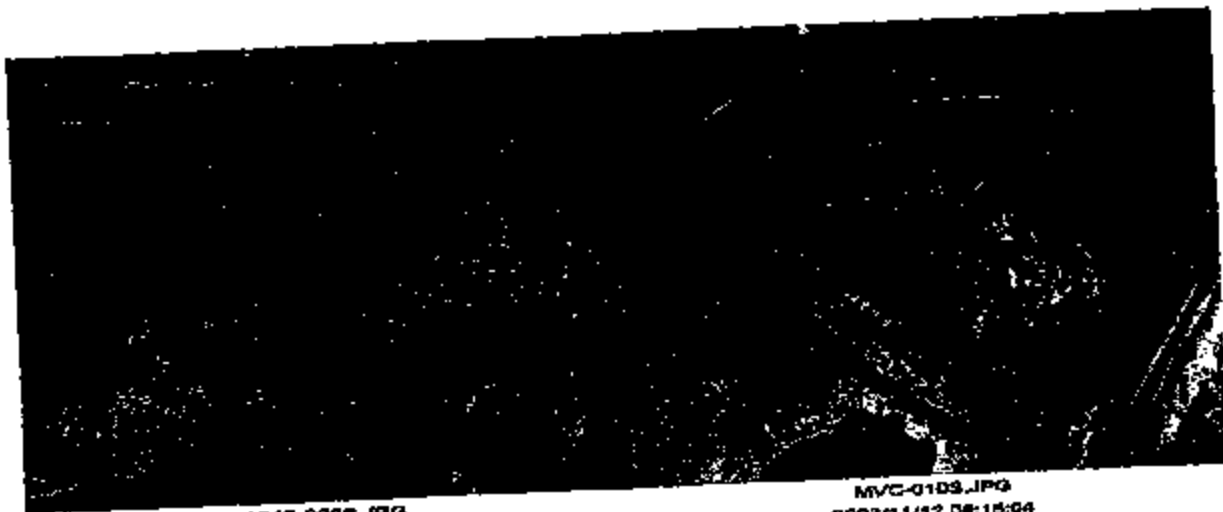


MVC-0073.JPG
2003/11/12 09:13:34

MVC-0055.JPG
2003/11/12 09:13:42

03-196134

TOTAL LOSS



MVC-0088.JPG
2003/11/12 09:14:40

MVC-0103.JPG
2003/11/12 09:15:04



BARRERA & SANCHEZ, P.C.

ATTORNEYS AND COUNSELORS AT LAW

10113 N. 10TH ST., SUITE A
MCALLEN, TX 78504

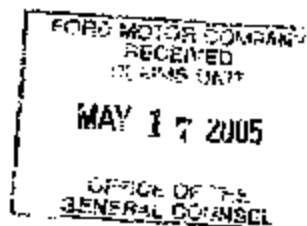
MARCUS C. BARRERA
EDWARD P. SANCHEZ

TEL (956) 287-7555
FAX (956) 287-7711
e-mail: yourtexaslawyer@aol.com

April 22, 2005

CMRRR # 7003 3110 0003 0601 6449

Ford Motor Company
CONSUMER AFFAIRS
P.O. Box 6248
MD-3NE-B, Dearborn, Michigan 48126



NOTICE OF SPEED CONTROL DEACTIVATION SWITCH FIRE

Re: Vehicle ID#: 1FTRW07W11K [REDACTED]
Vehicle Owner: [REDACTED]
Vehicle Make: 2001 F-150 Ford Truck
Date of Loss: March 14, 2005

Dear Sir/Madam:

The undersigned attorney represents the above vehicle owner who suffered a vehicle fire that partially destroyed his home and completely destroyed his vehicle March 14, 2005. The cause of said fire was due to a defect in the speed control deactivation system that overheated and caused the aforementioned destruction as his vehicle stood parked in the middle of the night.

Presently, [REDACTED] is attempting to adjust his losses and he remains out of his home since the night of the fire because of serious structural damage. Please contact this office if The Ford Motor Company wishes to inspect the premises and the vehicle before the vehicle is stored and the home is repaired. Please acknowledge receipt of this notice at the address above.

Sincerely,

BARRERA & SANCHEZ, P.C.

By: _____

Edward P. Sanchez

5

APR 22 2005

CONSUMER AFFAIRS
SECTION

EPS
Enclosures

0005-005-LC-7521

A <u>KN608</u> <u>Tx</u> <u>03</u> <u>14</u> <u>2005</u> <u>2</u> <u>05-0000830</u> <u>000</u> <small>File # State Incident Date Station Incident Number Exposure</small>		<input type="checkbox"/> Deluge <input type="checkbox"/> Change <input type="checkbox"/> No Activity NFIRS -1 Basic	
B Location* <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Incident in Section "Alternative Location Identification" See only for Wildland fires. <input checked="" type="checkbox"/> Street address <u>2612</u> <u>W</u> <u>Camelia</u> <u>Ave</u> <small>Number/Highway Prefix Street or Highway Street Type Suffix</small> <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions <u>McAllen</u> <u>Tx</u> <u>78501</u> <small>City State Zip Code</small> Cross street or directions, as applicable			
C Incident Type * <u>131</u> <u>Passenger vehicle fire</u> <small>Incident type</small>		E1 Date & Times <small>Midnight is 0000</small> Check boxes if dates are the same as Alarm. Make always required. Alarm * <u>03</u> <u>14</u> <u>2005</u> <u>01:15:00</u> Arrival * <u>03</u> <u>14</u> <u>2005</u> <u>01:20:00</u> Controlled * <u>03</u> <u>14</u> <u>2005</u> <u>01:39:00</u> Last Unit <u>Cleared</u> <u>03</u> <u>14</u> <u>2005</u> <u>04:05:00</u> <small>Arrival required, unless unneeded or did not arrive. Controlled Optional. Except for wildland fires. LAST UNIT CLEARED, required except for wildland fires.</small>	
D Aid Given or Received* 1 <input type="checkbox"/> Mutual aid received 2 <input type="checkbox"/> Automatic aid recvd. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given N <input checked="" type="checkbox"/> None Their FIDB Their State Their Incident Number		E2 Shift & Alarm <small>Local Option</small> <u>A</u> <u>01</u> <u>N18</u> <small>Shift or Alarm District</small> E3 Special Studies <small>Local Option</small> Special Study ID# Special Study Value	
F Actions Taken * <u>11</u> <u>Extinguish</u> <small>Primary Action Taken (1)</small> <u>12</u> <u>Salvage & overhaul</u> <small>Additional Action Taken (2)</small> Additional Action Taken (3)		G1 Resources * <input checked="" type="checkbox"/> Check this box and skip this section if not operating or personnel form is used. Apparatus <u>0005</u> Personnel <u>0017</u> Suppression <u>0005</u> <u>0017</u> EMS Other <input type="checkbox"/> Check box if resource copies include aid received resources.	
G2 Estimated Dollar Losses & Values LOSSES: Required for all fires if known. Optional for non fires. Property \$ <u>002</u> <u>500</u> Contents \$ <u>000</u> <u>000</u> PRE-INCIDENT VALUE: Optional Property \$ <u>080</u> <u>000</u> Contents \$ <u>000</u> <u>000</u>			
Completed Modules <input checked="" type="checkbox"/> Fire-2 <input type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input type="checkbox"/> EMS-6 <input type="checkbox"/> HazMat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Arson-11		H1 Casualties <input checked="" type="checkbox"/> None Deaths Injuries Fire Service Civilian H2 Detector Required for Confined Fires. 1 <input type="checkbox"/> Detector alerted occupants 2 <input type="checkbox"/> Detector did not alert them 3 <input type="checkbox"/> Unknown	
H3 Hazardous Materials Release N <input type="checkbox"/> None 1 <input type="checkbox"/> Natural Gas: slow leak, no activation or flammable system 2 <input type="checkbox"/> Propane gas: oil th. tank or in house and grill 3 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 4 <input type="checkbox"/> Kerosene: spot burning equipment or portable storage 5 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable 6 <input type="checkbox"/> Household solvents: household spill, cleanup only 7 <input type="checkbox"/> Motor oil: from engine or portable container 8 <input type="checkbox"/> Paint: from paint can/tin/brush - 11 gallons 9 <input type="checkbox"/> Other: Special studies section required on spill > 55gal. <small>Never combine the Radio form</small>		I Mixed Use Property NM <input type="checkbox"/> Not Mixed 10 <input type="checkbox"/> Assembly use 20 <input type="checkbox"/> Education use 30 <input type="checkbox"/> Medical use 40 <input type="checkbox"/> Residential use 50 <input type="checkbox"/> Row of stores 53 <input type="checkbox"/> Enclosed mall 58 <input type="checkbox"/> Bus. & Residential 59 <input type="checkbox"/> Office use 60 <input type="checkbox"/> Industrial use 63 <input type="checkbox"/> Military use 65 <input type="checkbox"/> Farm use 00 <input type="checkbox"/> Other mixed use	
J Property Use* <small>Structures</small> 131 <input type="checkbox"/> Church, place of worship 161 <input type="checkbox"/> Restaurant or cafeteria 162 <input type="checkbox"/> Bar/Tavern or nightclub 213 <input type="checkbox"/> Elementary school or kindergarten 215 <input type="checkbox"/> High school or junior high 241 <input type="checkbox"/> College, adult education 311 <input type="checkbox"/> Care facility for the aged 331 <input type="checkbox"/> Hospital Outside 124 <input type="checkbox"/> Playground or park 655 <input type="checkbox"/> Crops or orchard 669 <input type="checkbox"/> Forest (timberland) 807 <input type="checkbox"/> Outdoor storage area 919 <input type="checkbox"/> Dump or sanitary landfill 931 <input type="checkbox"/> Open land or field		341 <input type="checkbox"/> Clinic, clinic type infirmary 342 <input type="checkbox"/> Doctor/dentist office 361 <input type="checkbox"/> Prison or jail, not juvenile 419 <input checked="" type="checkbox"/> 1- or 2-family dwelling 429 <input type="checkbox"/> Multi-family dwelling 439 <input type="checkbox"/> Rooming/boarding house 449 <input type="checkbox"/> Commercial hotel or motel 459 <input type="checkbox"/> Residential, board and care 464 <input type="checkbox"/> Dormitory/barracks 519 <input type="checkbox"/> Food and beverage sales 936 <input type="checkbox"/> Vacant lot 938 <input type="checkbox"/> Graded/care for plot of land 946 <input type="checkbox"/> Lake, river, stream 951 <input type="checkbox"/> Railroad right of way 960 <input type="checkbox"/> Other street 961 <input type="checkbox"/> Highway/divided highway 962 <input type="checkbox"/> Residential street/driveway 539 <input type="checkbox"/> Household goods, sales, repairs 579 <input type="checkbox"/> Motor vehicle/boat sales/repair 571 <input type="checkbox"/> Gas or service station 599 <input type="checkbox"/> Business office 615 <input type="checkbox"/> Electric generating plant 629 <input type="checkbox"/> Laboratory/science lab 700 <input type="checkbox"/> Manufacturing plant 819 <input type="checkbox"/> Livestock/poultry storage (barn) 882 <input type="checkbox"/> Non-residential parking garage 891 <input type="checkbox"/> Warehouse 981 <input type="checkbox"/> Construction site 984 <input type="checkbox"/> Industrial plant yard Lockup and enter a Property Use code only if you have NOT checked a Property Use box. Property Use <u>419</u> 1 or 2 family dwelling NFIRS-1 Revision 03/11/99	

E985-005-LC-7522

K1 Person/Entity Involved

Local Option

Business name (if applicable)

Area Code

Phone Number

☒ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Mr., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

TX

State

☐ More people involved? Check this box and attach Supplemental Forms (NFIR-19) as necessary

K2 Owner

☐ Same as person involved? Then check this box and skip the rest of this section.

Local Option

Business name (if applicable)

Area Code

Phone Number

☐ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Mr., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

L Remarks

Local Option

Responded to vehicle fire next to a home. arrived to find ford truck fully involved and burning in front of the homes garage door. the garage door overhang, had also caught on fire and was beginning to spread up the roof. the crew on engine two initiated a fire attack on the vehicle to help minimize its feeding the flames on the structure. upon the arrival of engine five, they proceeded to the interior of the home to perform an interior attack of the garage fire by pushing it away from the home. a search and rescue was conducted and nothing was found. after a quick knockdown of the fire, we conducted a small amount of overhaul and ensure no further extension. a bravo unit was called to the scene to investigate. once operations and the investigation were concluded, engine two returned to station.

03/15/2005 18:19:51 AGalvan

L Authorization

5156

Officer in charge ID

Galvan, Agustin

Signature

LT

Position or rank

E2

Assignment

03

Month

15

Day

2005

Year

Check Box if Same as Officer in charge.

5156

Officer making report ID

Galvan, Agustin

Signature

LT

Position or rank

E2

Assignment

03

Month

15

Day

2005

Year

EP05-005-LC-7523

KN608	Tx	MM	DD	YYYY	2	05-0000830	000	Complete Narrative
FDID	State	Incident Date	Station	Incident Number	Exposure			

Narrative:

Responded to vehicle fire next to a home. arrived to find ford truck fully involved and burning in front of the homes garage door. the garage door overhang, had also caught on fire and was beginning to spread up the roof. the crew on engine two initiated a fire attack on the vehicle to help minimize its feeding the flames on the structure. upon the arrival of engine five, they proceeded to the interior of the home to perform an interior attack of the garage fire by pushing it away from the home. a search and rescue was conducted and nothing was found. after a quick knockdown of the fire, we conducted a small amount of overhaul and ensure no further extension. a bravo unit was called to the scene to investigate. once operations and the investigation were concluded, engine two returned to station.
03/15/2005 18:19:51 AGalvan

ER05-005-LC-7524

A <u>KN608</u> <u>TX</u> <u>MM</u> <u>DD</u> <u>YYYY</u> <small>VLD # State # Incident Date #</small>		<u>2</u> <u>05-0000830</u> <u>000</u> <small>Station Incident Number # Exposure #</small>		<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	WFRS -2 Fire
B Property Details B1 <u>0001</u> <input type="checkbox"/> Not Residential <small>Estimated Number of residential living units in building of origin whether or not all units became involved</small> B2 <u>001</u> <input type="checkbox"/> Buildings not involved <small>Number of buildings involved</small> B3 <input type="checkbox"/> None <small>Area burned (outside fires) <input type="checkbox"/> Less than one acre</small>			C On-Site Materials or Products <input type="checkbox"/> None <small>Complete if there were any significant amounts of commercial, industrial, energy or agricultural products or materials on the property, whether or not they became involved</small> <small>Enter up to three codes. Check one or more boxes for each code entered.</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <u> </u> <small>On-site material (1)</small> <u> </u> <small>On-site material (2)</small> <u> </u> <small>On-site material (3)</small> </div> <div style="width: 35%;"> 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service </div> </div>		
D Ignition D1 <u>SEX</u> <u>Engine area</u> <small>Area of fire origin #</small> D2 <u>UU</u> <u>Undetermined</u> <small>Best source #</small> D3 <u>UU</u> <u>Undetermined</u> <small>then first ignited #</small> 1 <input type="checkbox"/> Check box if fire spread was confined to object of origin D4 <u> </u> <small>Type of material first ignited Required only if item first ignited code is 00 or <78</small>		E1 Cause of Ignition <input type="checkbox"/> Check box if this is an exposure report. Skip to section 2 1 <input type="checkbox"/> Intentional 2 <input type="checkbox"/> Unintentional 3 <input type="checkbox"/> Failure of equipment or heat source 4 <input type="checkbox"/> Act of nature 5 <input type="checkbox"/> Cause under investigation 6 <input checked="" type="checkbox"/> Cause undetermined after investigation E2 Factors Contributing To Ignition <u> </u> <input type="checkbox"/> None <small>Factor Contributing To Ignition (1)</small> <u> </u> <small>Factor Contributing To Ignition (2)</small>		E3 Human Factors Contributing To Ignition <small>Check all applicable boxes</small> 1 <input type="checkbox"/> Asleep <input type="checkbox"/> None 2 <input type="checkbox"/> Possibly impaired by alcohol or drugs 3 <input type="checkbox"/> Unattended person 4 <input type="checkbox"/> Possibly mental disabled 5 <input type="checkbox"/> Physically disabled 6 <input type="checkbox"/> Multiple persons involved 7 <input type="checkbox"/> Age was a factor <small>Estimated age of person involved</small> <u> </u> 1 <input type="checkbox"/> Male 2 <input type="checkbox"/> Female	
F1 Equipment Involved In Ignition <input type="checkbox"/> None If Equipment was not involved, skip to section 2 <u> </u> <small>Equipment Involved</small> Brand <u> </u> Model <u> </u> Serial # <u> </u> Year <u> </u>		F2 Equipment Power <u> </u> <small>Equipment Power Source</small> F3 Equipment Portability 1 <input type="checkbox"/> Portable 2 <input type="checkbox"/> Stationary <small>Portable equipment normally can be moved by one person, is designed to be use in multiple locations, and requires no tools to install.</small>		G Fire Suppression Factors <small>Enter up to three codes. <input type="checkbox"/> None</small> <u> </u> <small>Fire suppression factor (1)</small> <u> </u> <small>Fire suppression factor (2)</small> <u> </u> <small>Fire suppression factor (3)</small>	
H1 Mobile Property Involved <input type="checkbox"/> None 1 <input type="checkbox"/> Not involved in ignition, but burned 2 <input type="checkbox"/> Involved in ignition, but did not burn 3 <input checked="" type="checkbox"/> Involved in ignition and burned		H2 Mobile Property Type & Make LC <u>Passenger road vehicle,</u> <small>Mobile property type</small> FO <u>Ford</u> <small>Mobile property make</small> <u> </u> <u> </u> <small>Mobile property model Year</small> <u> </u> <u> </u> <u> </u> <small>License Plate Number State VLD Number</small>		I Local Use <input type="checkbox"/> Pre-Fire Plan Available <small>Some of the information presented in this report may be based upon reports from other agencies</small> <input type="checkbox"/> Arson report attached <input type="checkbox"/> Police report attached <input type="checkbox"/> Coroner report attached <input type="checkbox"/> Other reports attached	

WFRS-2 Revision 01/19/99

EP05-005-1C-7525

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/18/2005 CLOSED	ESCOBARS AUTO ELECTRIC OGC - PROPERTY DAMAGE	1FTRW07W11K [REDACTED] 1490311235	2001 F-SERIES	10
5/4/2005 CLOSED	ESCOBARS AUTO ELECTRIC LEGAL - OTHER ATTORNEY DEMAND	1FTRW07W11K [REDACTED] 1490311235	2001 F-SERIES	07

E003-003-LO-7525

5/26/2005

All Action Details for Issue

Print

VIN: 1FTRW07W11K	Year: 2001	Model: F-SERIES	Case: 1490311235
Name: ESCOBARS AUTO ELECTRIC	Owner Status: Original	WSD: 2000-08-26	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME		Primary Phone:	
Reason Desc: OGC - PROPERTY DAMAGE		Secondary Phone:	
Issue Type: 10 OGC	Issue Status: CLOSED		

Action: CLOSE OGC - CONTACT - PROPERTY DAMAGE

Dealer: 88081 FORD MOTORCOMPANY-FORD DIV

Origin Desc: CONSUMER AFFAIRS - LITIGATION
PREVENTION-FD

Odometer: 1 Mi

Comm Type: MAIL

Analyst Name:

Analyst: CLEICH

LEICH,CHERIE

Action Date: 05/16/2005

Action Time:
08.29.37.101

Action Data: No

Comments: FILE FORWARDED TO OGC FOR HANDLING.

E985-085-LC-7527

5/26/2005

All Action Details for Issue

Print

VIN: 1FTRW07W11K [REDACTED] Year: 2001 Model: F-SERIES Case: 1490311235
 Name: ESCOBARIS AUTO ELECTRIC Owner Status: Original WSD: 2000-08-26
 Symptom Desc: FIRE/SMOKE VISIBLE FLAME Primary Phone: [REDACTED]
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone:
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND

Dealer: 68061 FORD MOTORCOMPANY-FORD DIV Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD

Odometer: 1 MI Comm Type: MAIL

Analyst Name: LECH, CHERIE Analyst: CLEICH

Action Date: 05/03/2005 Action Time: 13.37.11.769 Action Data: Yes

Comments *****ATTORNEY DEMAND*****DATE STAMPED 5-2-05. ATTORNEY ALLEGES CLIENT'S VEHICLE CAUGHT ON FIRE AND PARTIALLY DESTROYED HIS HOME AND COMPLETELY DESTROYED HIS VEHICLE ON MARCH 14, 2005. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	BARRERA & SANCHEZ ATTORNEYS AND COUNSEL
ATTORNEY NAME	EDWARD P. SANCHEZ
ATTORNEY PHONE NUMBER	8682877665
ANALYST ID	MPAWELEK

Action: MAKE OUTBOUND CALL TO ATTORNEY

Dealer: 68061 FORD MOTORCOMPANY-FORD DIV Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 1 MI Comm Type: PHONE

Analyst Name: PAWELEK, MAUREEN Analyst: MPAWELEK
(M.L.)

Action Date: 05/04/2005 Action Time: 15.41.16.975 Action Data: No

Comments SPOKE WITH ATTORNEY, WHO SAID THEY ARE SEEKING DAMAGES BEYOND WHAT THE INSURANCE COMPANY IS WILLING TO PAY. WILL FORWARD TO OGC FOR PROPERTY DAMAGE/SUBROGATION.

Action: REDIRECT TO OGC - PROPERTY DAMAGE OVER \$10,000

Dealer: 68061 FORD MOTORCOMPANY-FORD DIV Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 1 MI Comm Type: OTHER

Analyst Name: PAWELEK, MAUREEN Analyst: MPAWELEK
(M.L.)

Action Date: 05/04/2005 Action Time: 15.41.59.748 Action Data: No

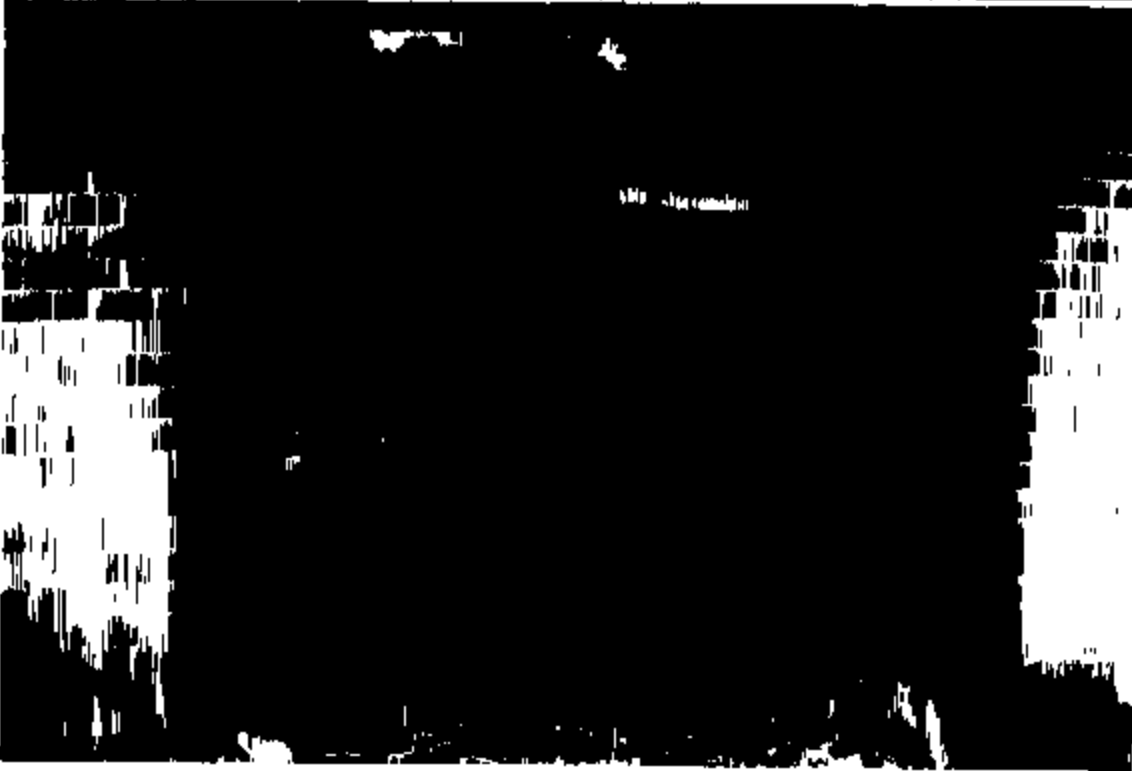
Comments FORWARDING TO OGC.

E005-005-LC-7528

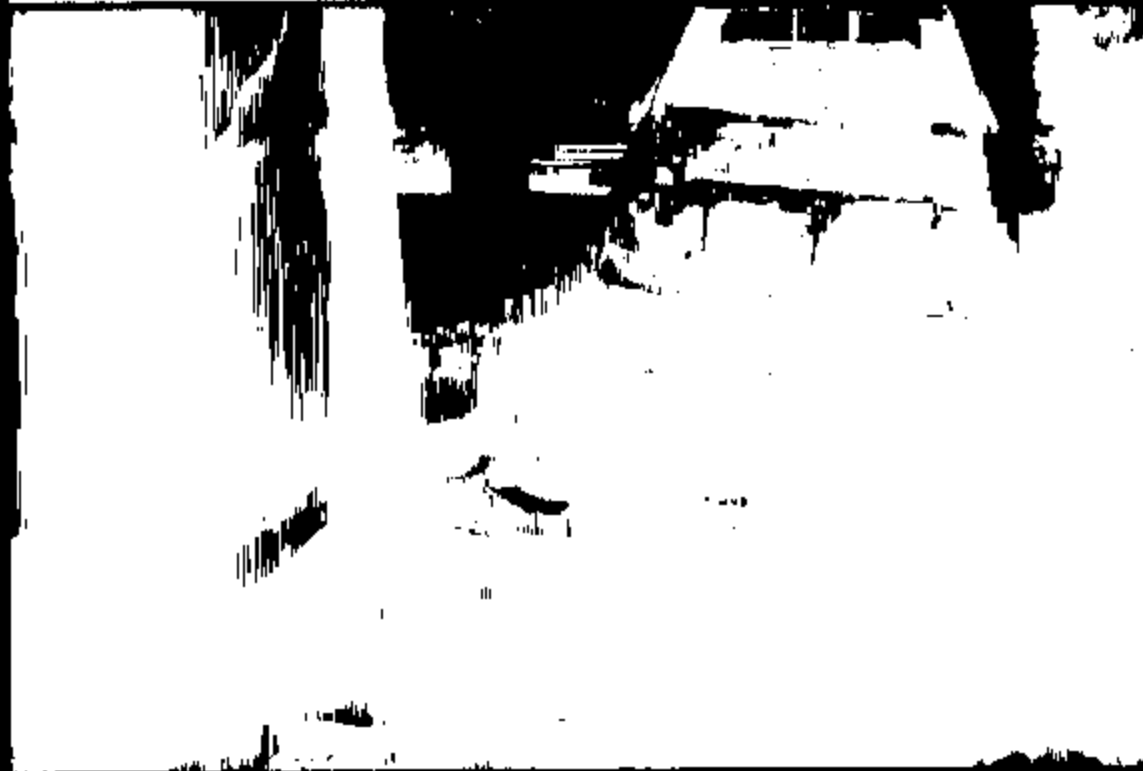
VIN	Year Model	Sales Type	Vehicle List	Owner Status	Vehicle Info
 1FTRW07W11 [REDACTED]	2001 F-SERIES	SALE TO SMALL BUSINESS WITH <9 UNITS IN SERV		Original Owner	Oasis
	No Open Issues				Warranty History

EPOB-005-LC-7520

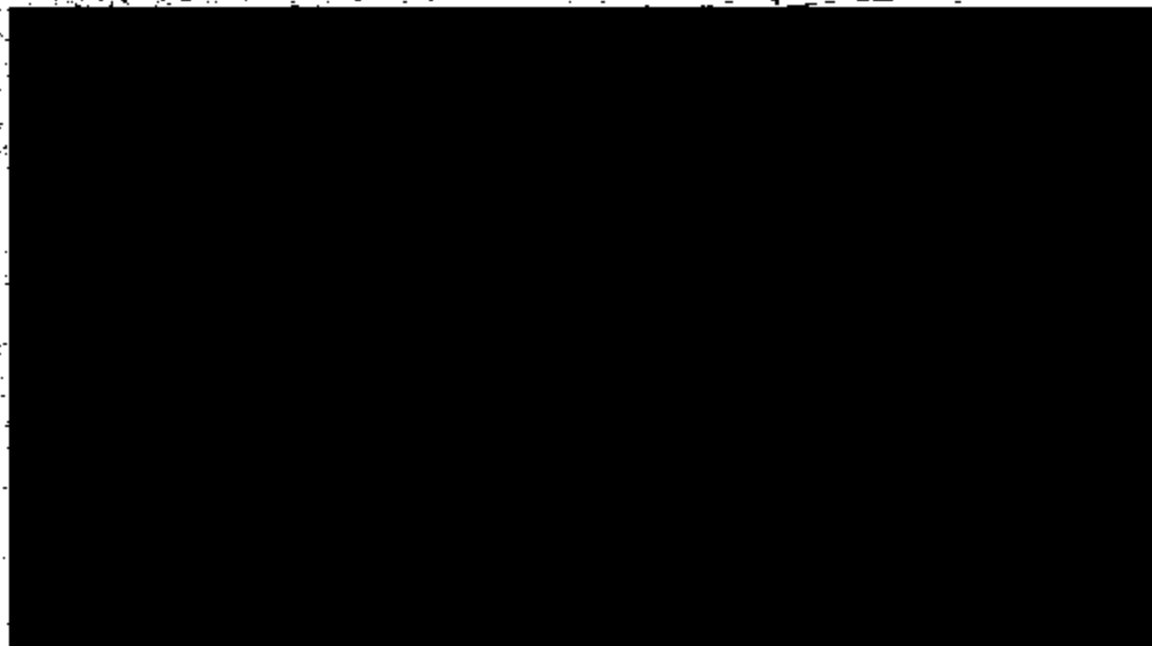
5/26/2005



Page 605-LC-7531



ERG-88-LC-7532



1 EVERETT S. MCADOO, JR. - STATE BAR NUMBER: 132298
2 BONNIE R. MOSS & ASSOCIATES
3 ATTORNEYS AT LAW
4 3131 Camino del Rio North, Suite 1550
5 San Diego, California 92108
6 (619) 528-2400

FILED
APR 13 1992
FRESNO COUNTY SUPERIOR COURT
By _____
CLERK

7
8 Attorneys for Plaintiff,
9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
LIMITED JURISDICTION, CENTRAL DIVISION

[REDACTED]

Plaintiffs,

vs.

FORD MOTOR COMPANY and Does 1
to 10,

Defendants.

CASE NO: 02 CE CL 04481
COMPLAINT FOR DAMAGES
Subrogation Claim; Amount
exceeds does exceed \$10,000.00

Come now Plaintiff [REDACTED]
COMPANY [REDACTED] and demand of defendants above-named the
total sum of \$18,803.00, alleging as follows:

GENERAL ALLEGATIONS

1. At all times herein mentioned [REDACTED] was and now is
a corporation duly organized and existing under and by virtue of
the laws of the United States. [REDACTED] is authorized and
qualified to transact insurance business in the State of
California. At all times herein mentioned, [REDACTED] was
transacting insurance business in the State of California.

///

///

1 2. At all times herein mentioned HARRY FARSAKIAN
2 (FARSAKIAN) was an individual residing in the County of Fresno,
3 State of California.

4 3. At all times herein mentioned FARSAKIAN was insured by
5 [REDACTED] under a policy of automobile motorist insurance, which
6 was in full force and effect at all such times and which provided
7 coverage for a 1999 Ford Ranger Pick Up Vehicle Identification
8 Number 1FTYR14X6K[REDACTED]

9 4. On or about February 2, 2000, a fire started in the
10 insured vehicle, rendering the vehicle a total loss. As a result
11 of that fire STATE FARM did pay to or on behalf of FARSAKIAN, as
12 its insured, the sum of \$18,803.00 for property damage and loss
13 of use of his vehicle as a direct result of the fire.

14 5. Defendant FORD MOTOR COMPANY (FORD), is and at all
15 times herein mentioned was, a corporation organized and existing
16 under the laws of the State of Michigan and qualified to
17 conducted business in California, and was conducting business in
18 California.

19 6. The true names and capacities of defendants, Does 1 to
20 10, inclusive, are unknown to plaintiff who therefore sue said
21 defendants by such fictitious names; plaintiff is informed and
22 believes and thereon alleges, that each of the defendants
23 designated herein as DOE is responsible in some manner for the
24 events and happenings herein referred to and cause injuries and
25 damage proximately thereby to STATE FARM as herein alleged.

26 ///

27 ///

28 ///

1 FIRST CAUSE OF ACTION

2 (Strict Liability)

3 As and for a First Cause of Action, plaintiff alleges
4 against all defendants, and each of them, as follows:

5 7. Plaintiff incorporates by reference paragraphs - 1
6 through 7 above, as though fully set forth herein.

7 8. At all times herein mentioned, each of the defendants
8 were the employee, agent, servant, partner, and/or joint venture
9 of each of the remaining defendants herein and were at all times
10 acting within the purpose and scope of said agency, service,
11 employment, partnership, and/or joint venture.

12 9. At all times herein mentioned, the defendants and each
13 of them, were the successors-in-interest of the other defendants
14 named herein. Said defendants are fully responsible under the
15 law for all harm caused by the defective products of their
16 predecessors, as well as any and all acts or conduct for which
17 their predecessors would have been deemed liable to plaintiff.

18 10. At all times herein mentioned, the named defendants and
19 defendant DOES 1 through 20, inclusive, and each of them,
20 researched, designed, tested, manufactured, produced, assembled,
21 inspected, distributed, marketed, packaged, and advertised for
22 sale and distributed for sale to and for use by the general
23 public, including, but not limited to, [REDACTED] automobiles or
24 vehicles such as the insured vehicle. Said defendants, and each
25 of them, were manufacturers, assemblers, distributors, suppliers,
26 wholesalers, and otherwise engaged in the distribution of such
27 automobiles or vehicles, thereby introducing them into the
28 "stream of commerce."

1 11. At all times herein mentioned, the named defendants and
2 defendant DOES 1 through 10, inclusive, and each of them,
3 researched, designed, tested, manufactured, produced, assembled,
4 and inspected the component parts used in the manufacture,
5 assembly and production of the automobiles.

6 12. Plaintiff is informed and believes, and thereon
7 alleges, that defendants did in fact distribute and sell such
8 automobiles or vehicles within the County of San Diego, State of
9 California, with [REDACTED] ultimately purchasing the insured
10 vehicle in California.

11 13. Defendants, and each of them, intended that the
12 products herein described were to be used by the purchasers of
13 same. Further, defendants, and each of them, knew that their
14 products would be purchased and used without inspection for
15 defects as to the design, manufacture, assembly, and warnings
16 thereto by the purchaser, user, or subject thereof.

17 14. Defendants, and each of them, defectively designed,
18 researched, manufactured, assembled, tested, inspected
19 advertised, marketed, distributed, and sold certain vehicles,
20 including the insured vehicle, and failed to adequately warn
21 and/or warned in a defective manner the public, [REDACTED]
22 [REDACTED], or anyone else sitting as retail purchaser of said
23 vehicles, of the defective condition of said products, thereby
24 proximately causing the damages hereinabove alleged.

25 15. In particular, defendants defectively designed,
26 researched, manufactured, assembled, tested and inspected the
27 vehicle or the vehicle's component parts, on certain vehicles,
28 including the insured vehicle. On or about February 2, 2000, in

1 the County of Fresno, California, the defective automobile owned
2 by [REDACTED] and operated as intended, caught fire and began to
3 burn. The defect, relating to the vehicle or related component
4 system was a result of poor design, manufacturing and/or assembly
5 practices by defendant FORD or DOES 1-10.

6 16. Defendants were on notice of the above-described
7 defects and made no adequate effort to notify the general public,
8 including [REDACTED] of said defect.

9 17. As a proximate result of the conduct and acts of
10 defendants, and each of them, plaintiff sustained damages
11 according to proof and in an amount within the jurisdictional
12 limits of this Court.

13 SECOND CAUSE OF ACTION

14 (Negligence)

15 As and for a Second Cause of Action, plaintiff alleges
16 against defendants, and each of them, as follows:

17 18. Plaintiff incorporate by reference paragraphs 1 through
18 18 above, as though fully set forth herein.

19 19. Each of the acts and conducts alleged aforesaid were
20 performed by defendants, and each of them, negligently and
21 carelessly in the following manner, including, but not restricted
22 to: negligent and careless research and design of said
23 automobiles or vehicles; negligent and careless manufacture of
24 said automobiles or vehicles; negligent and careless failure to
25 give adequate warnings to the public in general, and the insureds
26 particularly, of the dangerous, defective, unsafe, and
27 deleterious propensities of said automobiles or vehicles; and
28 negligent and careless distribution of said automobiles or

1 vehicles, proximately causing thereby the damages heretofore
2 alleged.

3 20. As a proximate result of the negligent acts and
4 omissions of defendants, and each of them, plaintiff sustained
5 damages according to proof and in an amount within the
6 jurisdictional limits of this Court."

7 THIRD CAUSE OF ACTION

8 (Breach of Implied Warranty)

9 As and for a Third Cause of Action, [REDACTED] alleges
10 against defendants, and each of them, as follows:

11 21. [REDACTED] incorporates by reference paragraphs 1
12 through 21 above, as though fully set forth herein.

13 22. The public in general, and [REDACTED] specifically, was
14 unskilled in the research, design, and manufacture of automobiles
15 and vehicles such as the insured vehicle and relied entirely on
16 the skill and judgment of defendants in the purchase and use of
17 the insured vehicle. Defendants, and each of them, thereby
18 impliedly warranted to the general public, and [REDACTED]
19 particularly, that such products were safe and fit for the
20 purposes for which they were provided.

21 23. When operating and using the insured vehicle, [REDACTED]
22 relied on defendants' implied warranty, when, in fact, said
23 vehicle was unsafe and unfit for its intended purposes.

24 24. As a proximate result of the breach of the implied
25 warranty by defendants, and each of them, plaintiff sustained
26 damages according to proof and in an amount within the
27 jurisdictional limits of this Court.

28 ///

1 FOURTH CAUSE OF ACTION

2 (Breach of Express Warranty)

3 As and for a Fourth Cause of Action, plaintiff alleges
4 against defendants, and each of them, as follows:

5 25. Plaintiff incorporate by reference paragraphs 1 through
6 27 above, as though fully set forth herein.

7 26. Defendants, and each of them, researched, designed,
8 manufactured, assembled, distributed, marketed, and sold the
9 described automobiles and vehicles, and their component parts,
10 for use by the general public and the insureds as a mode of
11 transport, and said products were utilized by the general public
12 and by the insureds for that purpose. Defendants, and each of
13 them, knew that the general public, including [REDACTED], utilized
14 said automobiles or vehicles, including the insured vehicle, for
15 said purpose and expressly warranted that said vehicles would
16 provide such uses and were safe and fit for such uses.

17 27. In utilizing said products at said time and place,
18 [REDACTED] and [REDACTED] relied upon defendants' express warranty
19 that the insured vehicle would provide such uses and was safe and
20 fit for such uses, when, in fact, said vehicle was unsafe and
21 unfit for said uses.

22 28. As a proximate result of the breach of the express
23 warranty by defendants, and each of them, plaintiff sustained
24 damages according to proof and in an amount within the
25 jurisdictional limits of this Court.

26 WHEREFORE, plaintiff pray judgment against defendants, and
27 each of them, as follows:

28 1. For the total sum not less than \$18,803.00.

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2. For interest thereon at the highest legal rate from
date of loss; and

3. For costs of suit herein, and for such other and
further relief as the Court may deem proper.

DATED: 4-19-62

BONNIE R. MOSS & ASSOCIATES

BY: 

EVERETT S. MCADOO, JR.
Attorneys for Plaintiff,
STATE FARM MUTUAL INSURANCE
COMPANY

STEVEN R. MACKAIG & ASSOCIATES

FIRE INVESTIGATIONS

LICENSE NO. 16369 CA
LICENSE NO. 01382853 AZ

382 FRONT STREET, SUITE A, EL CAJON, CA 92020 • (619) 579-1772 • FAX (619) 579-7137 • Email: mackaig@earthlink.net
www.mackaig.com

February 23, 2000

Ms. Connie Harlan
State Farm Insurance
6311 N. Fresno Street
Fresno, CA 93710

Re: Claim # [REDACTED]
SRM Report # 00846
Vehicle Fire Investigation
1999 Ford Ranger Pickup
Insured: [REDACTED]
Date of Loss: 2-2-2000

FIRE INVESTIGATION REPORT

Assignment

On February 4, 2000, I was requested by [REDACTED] Claims Representative Connie Harlan to conduct a fire origin and cause investigation of a 1999 Ford pickup truck. The vehicle is secured at Co Part in Fresno. Arrangements were made to inspect the loss vehicle on February 8, 2000.

Fire Cause

My investigation identified the fire originating inside the engine compartment, on the top side of the engine. Fuel expelled from the position of the fuel injection pulse damper, connected to the fuel distribution rail. Expelling gasoline vapors likely ignited from exposure to charging and ignition system heat sources.

Opinions & Recommendations

Burn patterns and fire behavior indicators locate the fire origin and indicate the presence of expelling gasoline related to the fire cause. It appears that the gasoline expelled from a leaking seal where the fuel pulse damper connects to the fuel rail.

This is new vehicle had only 6989 miles of operation and should not be subject to fuel system leakage. Research into manufacturer service bulletins and recall notices revealed a fuel system recall that appears related to the fire cause of this vehicle. The

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recall, #98V201000, indicates that the o-ring seal of the pulse damper could be damaged, resulting in leakage with subsequent fire. This recall affects Rangers with the 3.0 liter engine but the loss vehicle is equipped with a 4.0 liter. While the engines are different, the fuel damper is located at the same position on both engines and secured with a similar o-ring seal. While this vehicle has not been identified as one of the models effected by the o-ring recall, it is my opinion that the fuel leak causing this fire, appears to have originated from the same damper o-ring location as the problem identified in the previously identified recall.

If litigation is considered, I recommend that the loss vehicle be secured as evidence. All involved parties should be notified in writing of the opportunity to inspect. Inspections should not involve component removal or any type of destructive testing.

Vehicle Description

Year: 1999
Make: Ford
Model: Ranger pickup
Color: White
License: 8B03935 CA
Vehicle Identification Number: 1FTYR14X6X [REDACTED]
Engine: 4.0 liter V-6
Mileage: 6989

Fire Origin and Cause Determination

The vehicle inspection occurred at Co Part in Fresno, California. Stock # 695900.

VEHICLE EXTERIOR

Examination of the vehicle exterior revealed fire damage to the hood, both front fenders, cowl, and front end. Soot stains are evident along the door seams. This damage resulted from a fire originating inside the engine compartment.

Both front fenders are heat oxidized from inner fender fire exposure originating inside the engine compartment. While surface oxidation on the fenders and hood surface indicate accelerated fire conditions associated with expelling gasoline under pressure.

The alloy hood surface area is partially melted in the center area of severe fire exposure, which originated from the top area of the engine.

Inspection under the vehicle revealed minor staining from fire debris and material staining originating from the upward portion of the engine compartment. Exhaust system and driveline components are relatively clean with no indicators of the fire originating under the vehicle or related to expelling lubricating fluid.

ENGINE COMPARTMENT

The engine in this vehicle is a parallel mounted V-6 with automatic transmission. Engine compartment fire damage is severe. The hood bottom is heat damaged and melted, as previously stated. Plastic and alloy components located within the upper half of the compartment are partially melted and severely damaged as compared to lower half components. Upper engine compartment damage indicates fire activity accelerated with expelling flammable liquid.

The power steering pump assembly, hoses, and fluid reservoir are mounted to the left lower side of the engine. Inspection of these items revealed the plastic fluid reservoir and rubber hoses expelled their fluid during the fire. Power steering system failure resulted from fire exposure rather than failure related to the fire cause. Components adjacent to the power steering assembly are not oil soiled in a manner indicating oil was expelling during vehicle operation.

Inspection of the engine-mounted engine injection system components revealed uniform heat and soot damage on the left side or bank of components. Plastic-covered wiring attached to the fuel injector tops is relatively undamaged. Left side intake manifold surfaces are uniformly sooted black.

Inspection of the right side fuel injection components revealed significantly more fire damage. Specific and localized fire damage is evident at the junction where the pulse damper is mounted to the fuel distribution rail. This is the area of fire origin. The damper is secured to the rail with a rubber, o-ring style seal.

Metal fuel rail tubing and the metal damper housing are heat oxidized white. The intake manifold surface below the damper is fuel washed clean. This condition occurs from a pressurized spray of gasoline contacting the intake manifold surface in addition to gasoline expelling into other areas from the position of the damper. Expelling gasoline vapors can ignite from contact with electrical energy from the charging and ignition systems. O-ring failure after 8989 miles of operation indicates a component defect or error during installation. The vehicle had not been repaired since purchase. It appears the failed components are related solely to the vehicle's manufacture.

Electrical wiring in the engine compartment received significant heat and fire exposure. Numerous sections of the plastic wire insulation are destroyed, exposing copper wire conductors. Conductors are relatively intact and uniformly heat discolored from fire exposure. The plastic-bodied fuse panel is partially melted, obscuring a significant evaluation. Electrical system fire damage resulted from exposure rather

than failure. The battery and charging system are also heat damaged from fire exposure.

INTERIOR

Examination of the vehicle interior revealed minor fire damage originating from the engine compartment. Interior surfaces are soot stained. Center dashboard surfaces are melted and blackened from fire exposure originating from the firewall openings, allowing fire penetration. The fire did not originate from inside the passenger compartment.

During the course of my investigation, I talked with the insured [REDACTED]. He lease purchased the vehicle new. It has not been repaired since purchase and has received one oil change from Freedom Ford. The vehicle appeared to operate normally prior to the fire.

On the day of the loss, he was driving and began to smell an unusual odor. He initially thought the odor was from another vehicle because his window was open. The odor increased and he realized it was coming from his vehicle. He checked the instruments and everything appeared normal. He pulled to the roadside, stopped and released the hood. As he exited and reached the hood position, significant smoke was venting out around the hood and he decided not to open the hood because the additional air would increase the fire.

[REDACTED] is a career mechanic. He could not identify the odor type or the initial area the fire originated from because the hood was not opened. He has not received any recall notices from the manufacture.

During my investigation, I researched the suspect components at a Ford dealer parts department. Dealer data search on the loss vehicle revealed no recall information related to this specific vehicle.

Conclusion

My opinion is based on a physical examination of the loss vehicle and information obtained during this investigation. It is my opinion that this fire originated at the fuel [?] mounted fuel injection components and resulted from an o-ring failure causing a fuel leak.. This opinion is supported with the following indicators:

1. Burn patterns on the body and engine compartment components identify the area of origin.
2. Heat oxidized components indicate fire accelerated with expelling gasoline.

3. The engine was operating at the time of fire discovery, providing a mechanism for fuel leakage and vapor ignition.
4. This vehicle is new with minimal mileage. Fuel leakage is not related to normal wear and tear. O-ring failure this early indicates a defective part or installation error.
5. Lubrication and electrical systems are heat damaged from exposure.
6. I did not observe any evidence of an intentionally set fire.

Evidence

Written report and photographs. Additional photographs were taken that are not included in the report. They are available on file.

PHYSICAL EVIDENCE OBTAINED DURING THIS INVESTIGATION IS STORED FOUR YEARS AND RETURNED TO THE CLIENT UNLESS OTHERWISE INSTRUCTED.

STORAGE FEE FOR YOUR EVIDENCE IS \$ NONE PER MONTH BILLED ANNUALLY. PLEASE NOTIFY US IF YOU DO NOT WANT TO RETAIN THIS PHYSICAL EVIDENCE.

Respectfully submitted,


Steven R. Mackaig

Photographic Log

1. Front view of loss vehicle.



2. Passenger side fire damage.



3. Fire damage evident
forward of the cab.



4. Rear view of vehicle.



5. Driver's side fire damage.



6. Inspection of bed contents.



7. Passenger
compartment fire
damage.



8. Heat and smoke
damage originated
from inside the engine
compartment.



9. Fenders heat
discolored from fire
exposure originating
from inside the engine
compartment.



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10. Plastic inner
fenders are mostly
consumed.



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11. Alloy hood surface failure resulted from bottom side fire exposure.



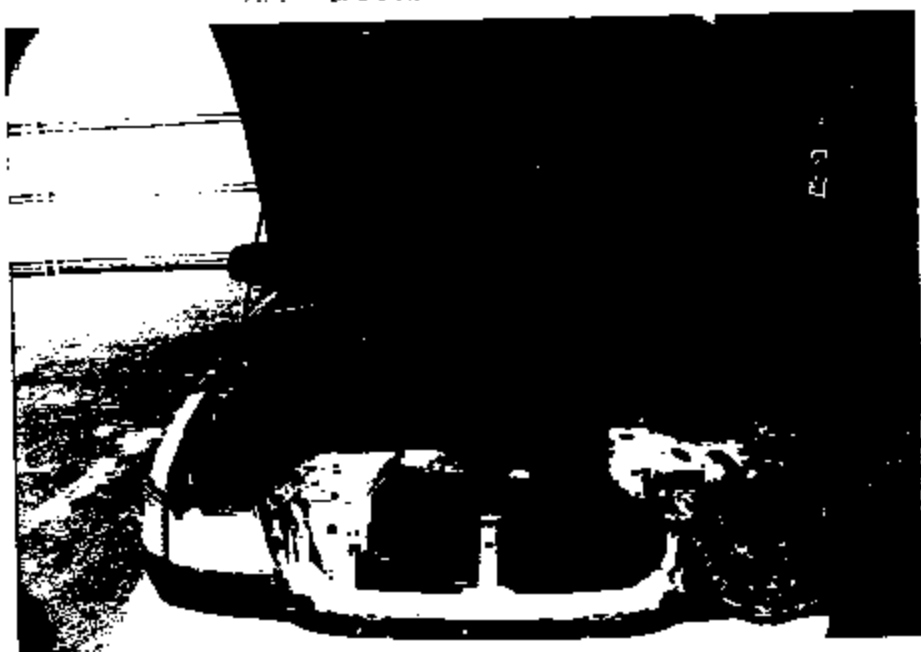
12. Most severe cowl surface heat oxidation on the right side.



13. Inspection under the vehicle. No evidence of expelling oil during vehicle operation.



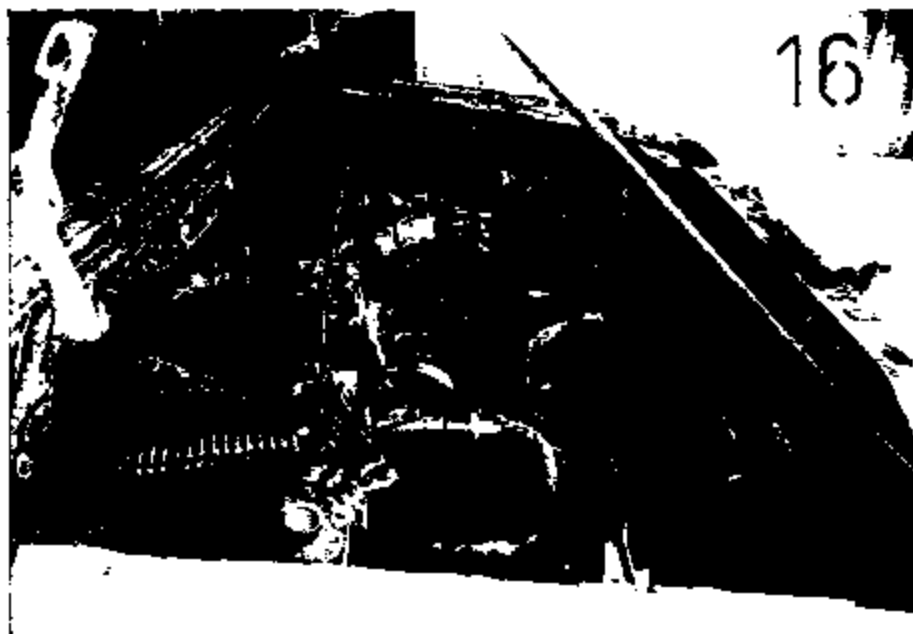
14. Engine compartment and under hood damage. Significant surface heat oxidation on right side firewall.



15. Prevalent upper level fire damage to right side components.



16. Right side engine component damage.



17. Left side engine component heat damage. Location of the power steering assembly.



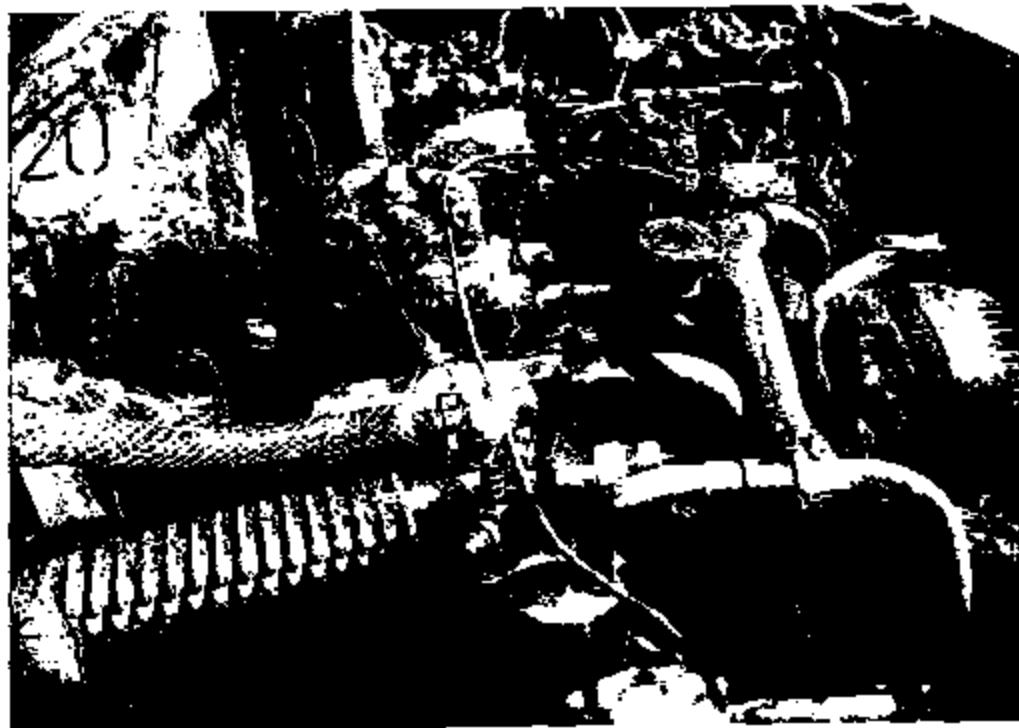
18. Uniform heat damage to left side fuel injection components.



19. Rubber power steering fluid hoses failed during the fire.



20. Right side area of origin. Note white colored, burned clean area.



21. Intake manifold surface is fuel washed clean and fuel rail is heat discolored white.



22. Engine compartment wiring is heat exposure damaged.



23. Charging system
wiring is heat exposure
damaged.



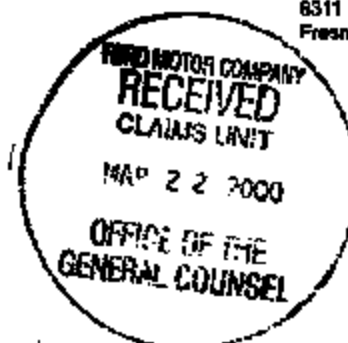
State Farm Insurance Companies



Fresno S I U
6311 N. Fresno Street, Suite 106
Fresno, California 93710

March 10, 2000

Ford Motor Company
Attention: Consumer Affairs
16800 Executive Plaza Dr.
Dearborn, MI 48126-4207



Re: Claim Number : 55-S201-803
Our Insured : [REDACTED]
Date of Loss : 2-2-2000
1999 Ford Ranger Pickup
1FTYR14X6XP [REDACTED]

The identified vehicle above is insured by [REDACTED]. This vehicle experienced a fire.

State Farm would like to give you an opportunity to inspect the vehicle and give you advance notice of our potential subrogation claim.

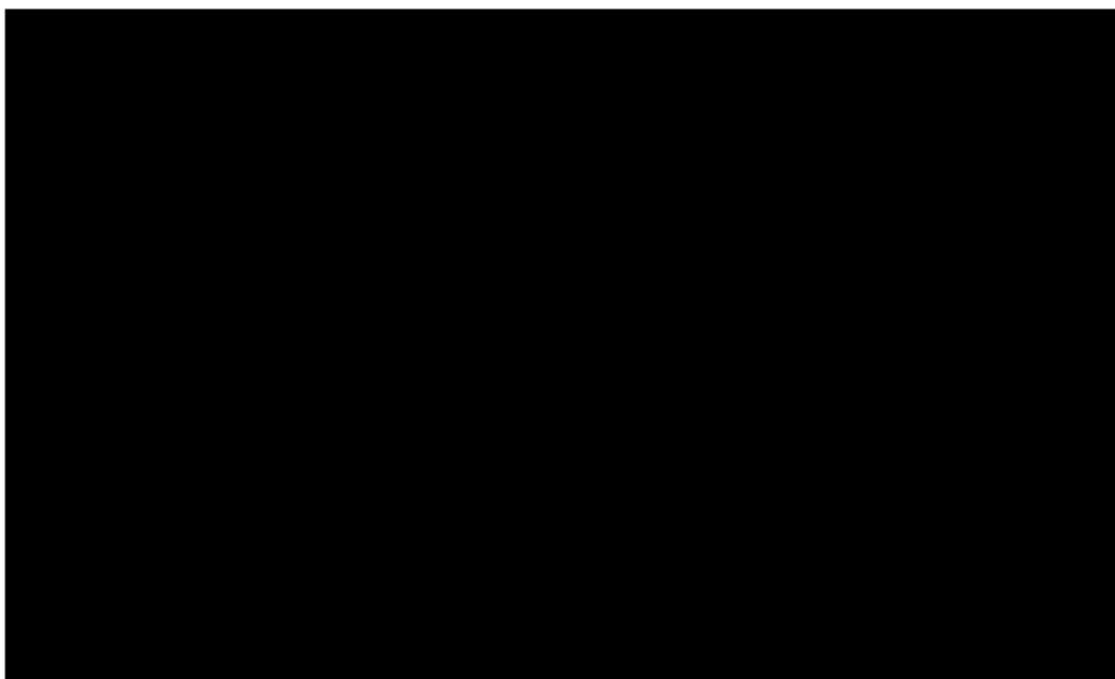
Please contact me at (559) 449-4250 to set up a time for your inspection.

Very truly yours,

Connie Harlan

Connie Harlan
Claim Specialist

MAR 22 10 36 AM '00



**GMAC
Insurance**

December 28, 2000

FORD/CONSUMER RELATIONS
16800 EXECUTIVE PLAZA DR
MD #3NE-B
DEARBORN, MI 48126-4207

Re: Insured- [REDACTED]
Claim Number- [REDACTED]
Date Of Loss- 11/14/00
Your Claim Number- unknown

Sir or Madam:
Dear [REDACTED]:

I represent the Insurance company for [REDACTED] who sustained a loss on 11/14/00. Our investigation of the incident shows that a defective headlight was the cause of her auto fire and therefore, Ford is liable for our insured's loss.

We have paid our Insured \$1,200.46 for this loss. We are requesting reimbursement of that amount and of our insured's \$500.00 deductible for a total claim of \$1,700.46.

We request payment within 30 days. We will forward the deductible to our Insured. If you have already sent our Insured his deductible, please advise me by phone or by entering a note on your check stub. Any correspondence or remittances should be mailed to the following address:

Integon Insurance Company
Attn: Birgit Blythe
PO Box 1428
Winston Salem, NC 27102

If you have any questions or require any further documentation, please feel free to contact me at the number listed below.

Sincerely,

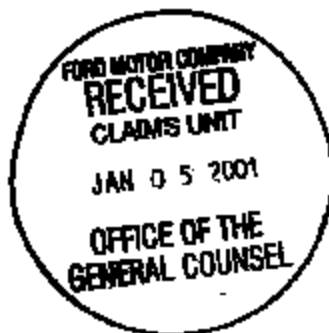


Birgit Blythe
Subrogation Examiner
P & C Claims Department
1-800-468-3466 extension 3932
Integon Insurance, a GMAC Insurance Company

GMAC Insurance
500 W. Fifth St. / PO Box 1428
Winston-Salem NC 27102
www.gmacinsurance.com

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2001 JAN -5 A 6 59



Investigative Mechanics LLC
330 W. Lake Lansing Rd, Suite 1
East Lansing, Michigan 48823
517/332-6600 Office
517/332-7300 Facsimile
517/256-1600 Cell Phone

August 7, 2001

Mr. Dick Guider
Chenard & Osborn
6119 28th Street SE
Grand Rapids, MI 49546-6956

Re: [REDACTED]
1997 Ford Escort
Investigative Mechanics Case #W2114F
Chenard & Osborn ID #1011376

Dear Mr. Guider:

On June 6, 2001 Joel DeKracker contacted me to assist him in performing an origin and cause of fire inspection on a 1997 Ford Escort. Joel stated that the vehicle in question was parked in the insured's garage overnight and a fire broke out about 8:00 a.m. to 8:30 a.m. the next day. Joel further stated that the insured, [REDACTED] was experiencing a problem with an odor and possible smoke coming out of the instrument panel cooling vents. On June 11, 2001 I met with Joel DeKracker at Baker Auto parts in Grand Rapids, Michigan and we inspected the 1997 Ford Escort.

The following are the particulars pertaining to the inspection.

Vehicle:	1997 Ford Escort 4 door, 4 cylinder, 2.0 Liter engine, SOHC
VIN #	1FALP13P0VW [REDACTED]
Insured:	[REDACTED] Alto, Michigan Phone [REDACTED] (Office)
Location of Vehicle & Inspection Site	Baker Auto Parts 1981 Alpine St. Grand Rapids, Michigan 49504 Phone: 616/363-9881
Vehicle Stock #:	06-06-14

ER05-005-LC-7580

Discoveries:

This 1997 Ford Escort was placed on an above ground hoist for the inspection. An exterior and undercarriage inspection was conducted followed by an inspection of the engine compartment. The burn patterns and lack of burn to the exterior and undercarriage as well as to the engine compartment lead the inspection to the interior at the center instrument panel. This area was discovered to be the fire's origin.

To be specific, the origin of the fire was located at the blower fan switch and its wiring harness. This inspection also revealed a secondary location within 10 inches of the blower motor fan control. This secondary origin is the function selector switch for the heater/air conditioner control and ground wiring. It was discovered that the blower motor fan switch had failed. The rotating metal contact disc had become overheated, which provided a resistance through the ground circuit made up of ground wires that carry electrical current from the blower motor resistor to the G201 ground circuit. Due to the excessive resistance through the blower motor fan switch, the ground circuit wires overheated and began to melt, causing the ground wire insulation to gas and catch fire. These are copper wires that began to melt. Copper melts at or about 2000°F.

The temperature in the wires due to the failed blower motor fan switch began to reach this high temperature. The wiring harness for the ground circuit runs from the instrument panel and frame structure right of the side radio/heater, ventilation and air conditioning (HVAC) assembly select switch control mounted below the radio to the blower motor fan control switch and on to the blower motor resistor assembly. These wires trace back to the ground G201 circuit within the metal instrument panel structure housing. These ground wires within the electrical harness are routed within the instrument panel. They do come into contact with other wire harnesses as well as other service parts within the instrument panel. This contact with other electrical wires within adjacent electrical harnesses with active electrical current available with the ignition key in the "off" position caused the fire to break out hours after the vehicle had been parked in the garage.

In the evening just before the vehicle was parked in the insured's garage, a fire had broken out within the instrument panel. The operator did shut off the vehicle's ignition system by turning the key to the "off" position, which stopped the burn. The insured [REDACTED] thought that the smoke coming out of the instrument panel vent was possibly a heater core failure. The vehicle was to be taken in to a local Ford dealership for repair. The fire broke out 12 hours later while the vehicle was parked in the garage.

The photographs that will follow the conclusion will illustrate these discoveries. I have included electrical schematics to show how these electrical circuits work as well as enlargements of photographs with explanations.

A second inspection was conducted with Ford Motor Company's expert, Mr. Ray Davis present. To preserve the evidence, it was agreed to remove the failed blower motor fan switch as well as the function select heater cooling control switch. The melted copper wires were attached to the switches. Mr. Ray Davis suggested that they be made available for Ford Motor Company's laboratory to test and inspect. I did remove these switches with their attached partial wire harness wires and tagged and identified the evidence.

Further Discoveries

It was discovered that the rotating metal disc (copper with zinc plating) had experienced a super-heated condition. The discoloration from silver/gray to blue/purple shows that this rotating ground plate became super-hot to the point of melting. There are two edges of the copper disc that did melt. Upon returning to our facility, as you will see within the photograph descriptions, an examination of the above removed evidence was made under 30x magnification. The television monitor showed areas of the copper melting on the surface of the disc as well as the zinc coating.

There are also photographs of an exemplar radio/heater/air conditioner control unit removed from an exemplar 1997 Ford Escort. Its build date is 06/97, VIN #3FALP75P0V. There are photographs that show the front and the back of the blower motor fan control and the heater air conditioner control. It is the blower motor fan control switch that has failed. The ground circuit continues to the function selector control for heater/air conditioner and its failure is seen in the melted wire harness as well. I am presently performing inspection tests with the exemplar blower fan switch and will make the results available at a later date.

Conclusion:

It is my professional opinion that the origin of this fire was within the blower fan switch and ground circuit wires. The cause of the fire was the build-up of electrical resistance within this blower fan switch that provides a ground for the blower motor resistor. The excessive resistance caused the ground rotating disc to superheat and melt as well as the function selector control for the heater/air conditioner electrical ground wire circuits. I have the blower fan switch and function selector switch (heater/cooling) in my possession for your inspection. I will maintain this evidence for one year or longer upon your request.

When my microscopic comparison tests are completed, I will forward them to you. If I can be of further assistance, please advise.

Sincerely,


William C. Wilson

Photograph 1 shows the VIN plate at the upper left hand instrument panel to read: 1FALP13P0VW [REDACTED]

Photograph 2 shows left side view of the 1997 Ford Escort. The tires are still inflated. The tires were not involved in the fire.

Photograph 3 shows the front view. The plastic bumper fascia is almost intact. The left front corner shows some melting. The heat source of the fire was coming from above, not below or at, floor level.

Photograph 4 shows the rear of the vehicle. The plastic bumper fascia is melted at the left rear corner. The balance of the plastic bumper fascia is intact. The bottom of the plastic bumper demonstrates that the fire and flames were not coming from under the vehicle and burning up and around the vehicle.

Photograph 5 shows the 1997 Ford Escort resting on the hoist. This right side shows the absence of tire burn involvement. The tires are still inflated.

Photograph 6 shows the undercarriage view at front. This view shows that the fire did not originate at the floor level. The wheels/tires were rotated to near pre-fire position. The tire tread rubber shows no sign of burn or melting at garage floor level.

Photograph 7 shows the undercarriage looking toward the rear of the vehicle. The arrow marks the nylon fuel and evaporator line tubes. They are not melted. The nylon fuel lines will melt at about 275°F.

Photograph 8 shows a continuing view toward the rear of the vehicle. No evidence is seen of an under-vehicle fire. The arrow points to the area where the nylon fuel lines did melt because they contact the floor pan. In this area the floor pan discoloration can be seen because there was a fire taking place within the passenger compartment.

Photograph 9 shows a continuation view of the undercarriage toward the rear. The arrow marks another hot spot from the passenger compartment. There is no evidence of an external fire burn impinging onto the undercarriage.

Photograph 10 shows the rear axle and wheel/tire assemblies. No fire involvement with the undercarriage or rubber tires is seen. The wheels were rotated into the pre-fire garage position.

Photograph 11 shows the rear of the vehicle. There is no visible evidence of fire involvement at the undercarriage. The plastic and rubber service parts were not involved because there was no fire spread to the undercarriage nor did the fire originate under the vehicle. Interior heat did penetrate the floor pan in two areas.

Photograph 12 shows the engine compartment hood raised. The rust pattern from the burn is marked. The suspect area is found at the rear center of the hood (marked).

Photograph 13 the arrow marks the rusted area to the driver's side. This was a result of gasoline being released from the fuel filter causing high burn temperatures to impinge the underside. This is not the location of the origin of the fire.

Photograph 14 shows the fuel filter mounted next to the brake master cylinder. The release of gasoline caused a spread of fire burn in this area and it did burn out as evidenced by the fact that the fire had not impinged into and through the firewall from the engine compartment.

Photograph 15 shows a view of the left front center of the engine compartment. The throttle valve (marked) is not melted nor is it distended. The battery (marked with

the yellow arrow) fell victim to the heat and flames. The wiring harness and cable ends were inspected for involvement as to cause, but were determined to be victims only.

Photograph 16 shows the instrument panel burn pattern marked. This is the area of the fire's origin...the center of the instrument panel moving to the right toward the blower motor and blower motor resistor.

Photograph 17 shows the complete burn within the interior of the vehicle front passenger compartment. The arrow marks the origin of the fire...the radio and heater, ventilation and air conditioning (HVAC) controls.

Photograph 18 shows the cross support bar for the instrument panel. The rust to the bar was caused by the fire's origination here. The radio/HVAC was mounted at this area (marked). The radio/HVAC is seen below because it fell from the mount as the fire progressed.

Photograph 19 shows I have put a red shop towel behind the fire's point of origin...the radio/HVAC assembly. The arrow marks the ground wires that became superheated due to the resistance within the blower motor fan switch. These copper wires are melted together and are hard and stiff.

Photograph 20 shows a close-up view of the blower fan switch control. Marked with a green arrow are the melted ground wires that provide ground for the blower resistor. Also marked with a red arrow is the rotating disc that was the cause of the increase of resistance within the blower motor fan switch.

Photograph 21 shows a close-up of the copper ground circuit wires that have melted and solidified together. This wire is stiff and the strands will not separate individually because they have melted together. This area of melting and stiffness is about 18 to 24 inches in length between the individual ground wires for the blower motor fan switch.

Photograph 22 shows a close-up view of the rotating contact ground plate within the blower fan switch. This ground rotating disc plate suffered high resistance to ground and became superheated to the point that some of the zinc plating melted off as well as some of the surface copper.

Photograph 23 shows the rotating contact ground plate still resting in its original position after the fire had melted and burned the instrument panel radio/HVAC control center.

Photograph 24 shows a close-up view of the blower motor fan switch rotating contact plate. The arrow marks the zinc plating that was melting due to high heat resistance being created by the failed switch.

Photograph 25 shows the blower motor fan switch still mounted to the melted and burned mass that was the radio/HVAC control center marked. The red arrow marks the function selection switch for the heater/air conditioning vents. This switch provides the ground circuit G201 for the blower motor fan switch. These wires show stiffness and melting. Ray Davis insisted that this function select switch be removed for preservation as well as the blower motor fan switch control. The two switches with their wire harness were removed and labeled separately.

Photograph 26 shows the two switches after removal. Both switches were marked, labeled and placed in plastic bags. The green arrow points to the blower motor fan switch and the red arrow points to the function select switch for the heater/air conditioning control.

Photograph 27 shows the VIN doors sticker from an exemplar 1997 Ford Escort. The VIN # reads: 3FALP15P0VR[REDACTED] The build date is 06/97. I removed a radio/HVAC control center to obtain the blower motor fan control as well as the function select switch for the heater/air conditioner control.

Photograph 28 shows a view of the radio/HVAC control panel mounted within the center of the instrument panel before it was removed. The wires that did melt within the instrument panel are routed against the air vent ducts. When the insured's daughter was driving the subject vehicle, the ground wires for the blower motor resistor became so hot due to the failed blower motor fan switch that they melted into the plastic vents. The smoke seen by the operator was the burning plastic of the wire insulation and plastic vents. When the ignition key was turned off, the wires cooled and the melting stopped as well as the smoke.

Photograph 29 shows the exemplar radio/HVAC control panel removed. The green arrow marks the blower motor fan switch and the red arrow marks the function select heater/air conditioner control switch.

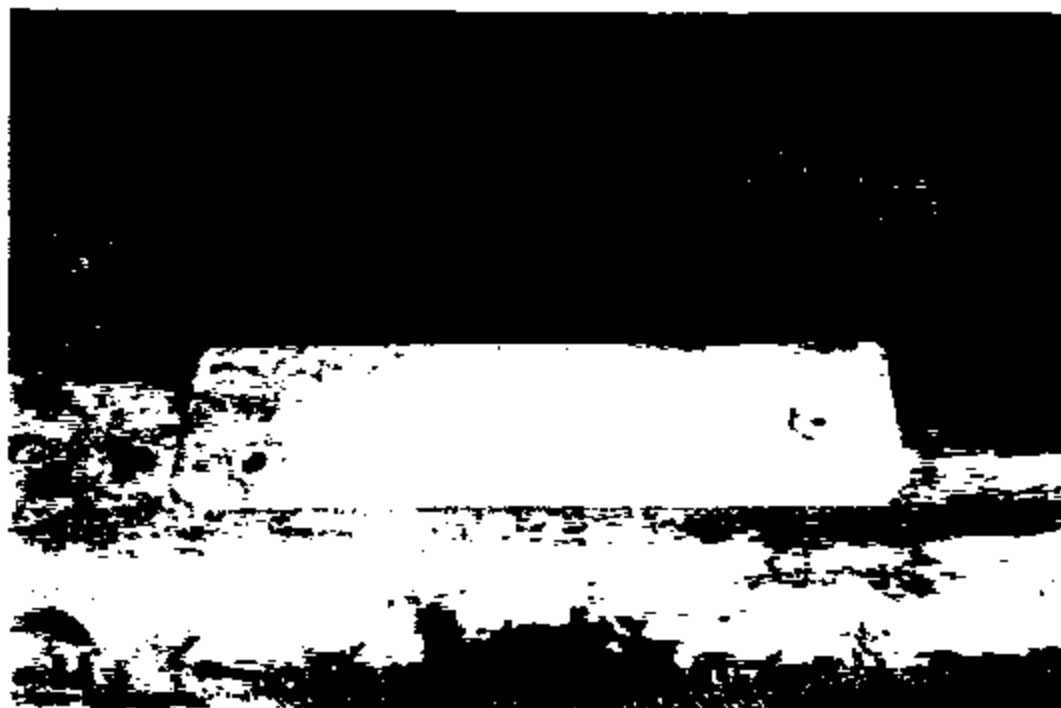
Photograph 30 shows the exemplar radio/HVAC control panel upside down, backside facing forward. The green arrow points to the blower motor fan switch that failed in the subject burned 1997 Ford Escort. The red arrow points to the radio/HVAC control panel switch control. These ground wire circuits are joined. Look at their positions and color/stripping of the wires. They are the same.

Photograph 31 shows the stereo compound microscope being used to magnify the surface of the blower motor fan switch rotating ground plate. The surface has become so hot it has caused the zinc plating to melt and discolor. The color is blue. There are areas of copper seen also.

Photograph 32 shows areas of surface melting of the copper marked. The temperature required to cause this surface melting would be above 1800-1960°F. Copper melts at or near 1960°F depending on the material it is alloyed with. This blower motor fan switch failed to provide proper ground. The resulting resistance within the ground circuit caused a superheated condition. This elevated heat caused the wire insulation to melt, and eventually gas and flash into flame. The result was the fire that took place within this vehicle. This failure within the blower motor fan switch circuit began the night before the morning garage fire. This condition was present while the vehicle was parked with the ignition key off. The melting of the wires (ground circuit) into other active (hot) current carrying wires within the instrument panel eventually became short-circuited to this ground circuit. The constant control relay module demonstrated within the research states that the PIN No. 30 circuit 23 (BL/O) circuit function is powered (hot at all times). The fire broke out within the instrument panel as stated and the vehicle burned causing the garage and house structure to catch fire.

Photographs

ERG5-005-LC-7588



No. 1
shows the VIN plate at
the upper left hand
instrument panel to
read:
1FALP13P0VW [REDACTED]



No. 2
shows left side view of
the 1997 Ford Escort.
The tires are still
inflated. The tires
were not involved in
the fire.



No. 3

shows the front view. The plastic bumper fascia is almost intact. The left front corner shows some melting. The heat source of the fire was coming from above, not below or at, floor level.

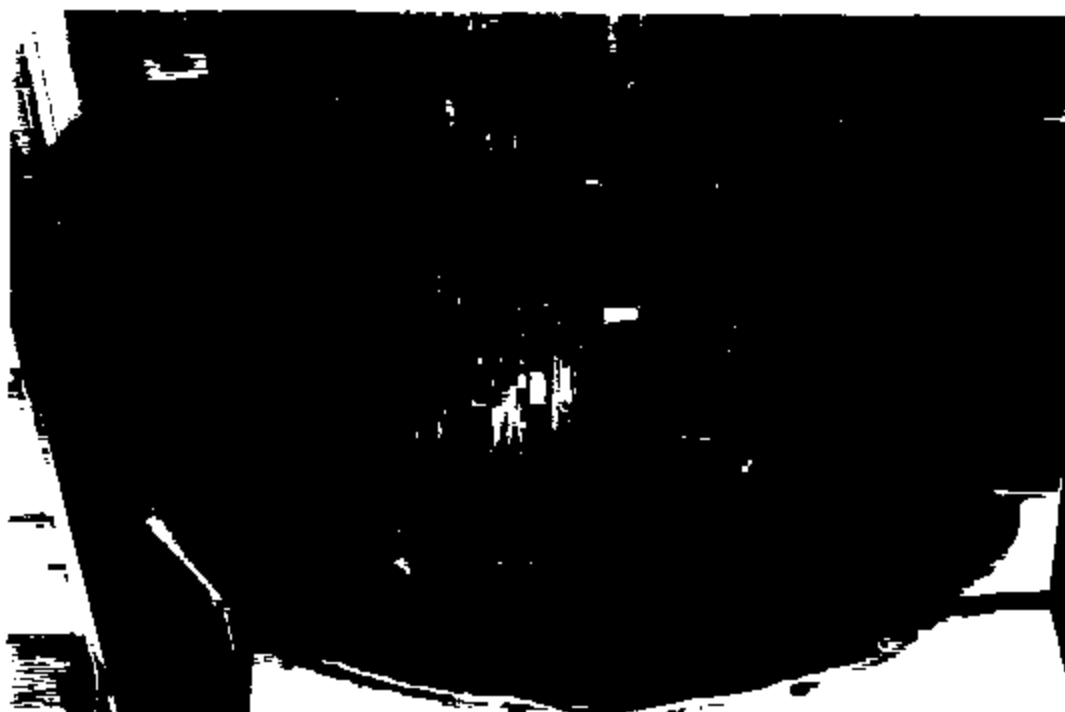


No. 4

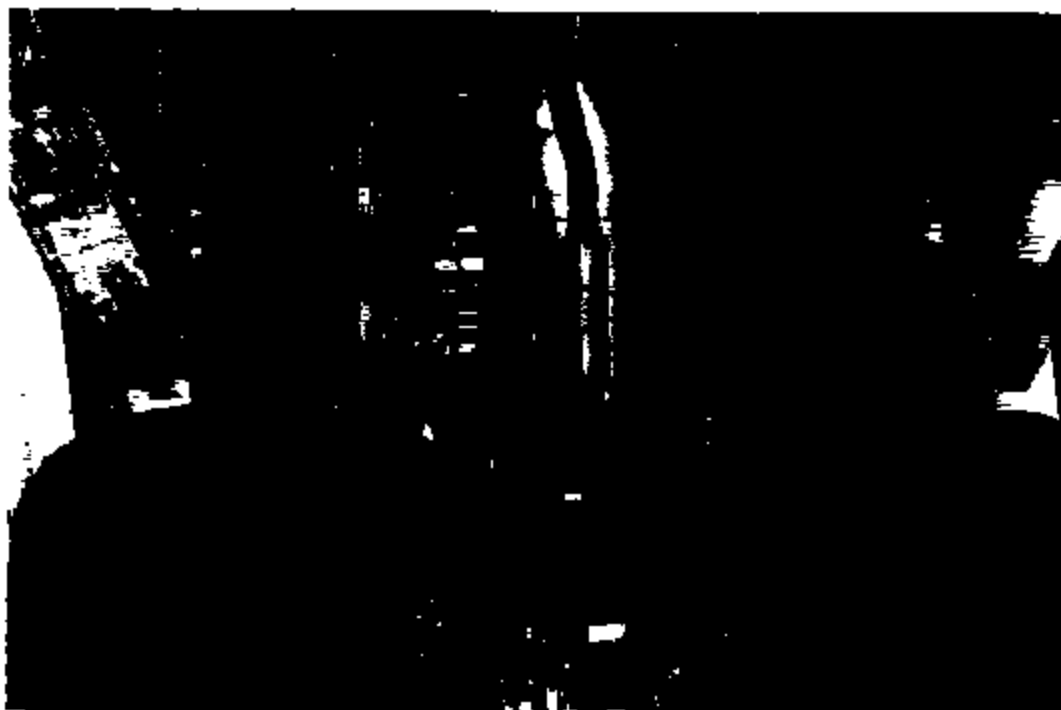
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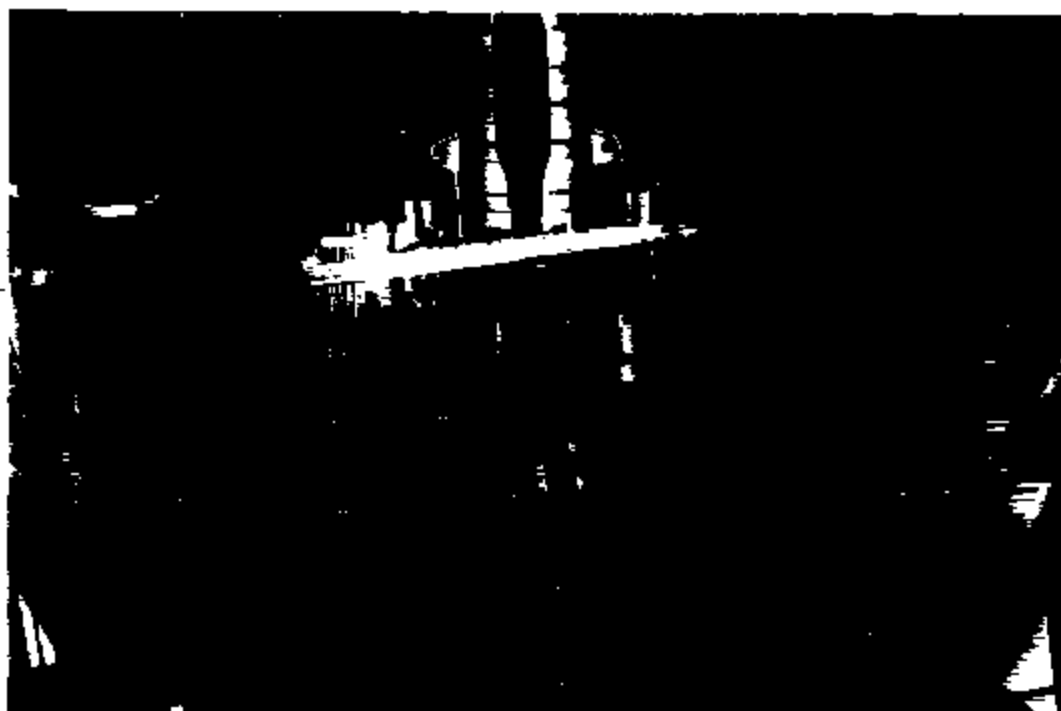
No. 5
shows the 1997 Ford
Escort resting on the
hoist. This right side
shows the absence of
tire burn
involvement. The
tires are still inflated.



No. 6
shows the
undercarriage view at
front. This view
shows that the fire
did not originate at
the floor level. The
wheels/tires were
rotated to near pre-
fire position. The
tire tread rubber
shows no sign of
burn or melting at
garage floor level.



No. 7 shows the undercarriage looking toward the rear of the vehicle. The arrow marks the nylon fuel and evaporator line tubes. They are not melted. The nylon fuel lines will melt at about 275°F.



No. 8 shows a continuing view toward the rear of the vehicle. No evidence is seen of an under-vehicle fire. The arrow points to the area where the nylon fuel lines did melt because they contact the floor pan. In this area the floor pan discoloration can be seen because there was a fire taking place within the passenger compartment.



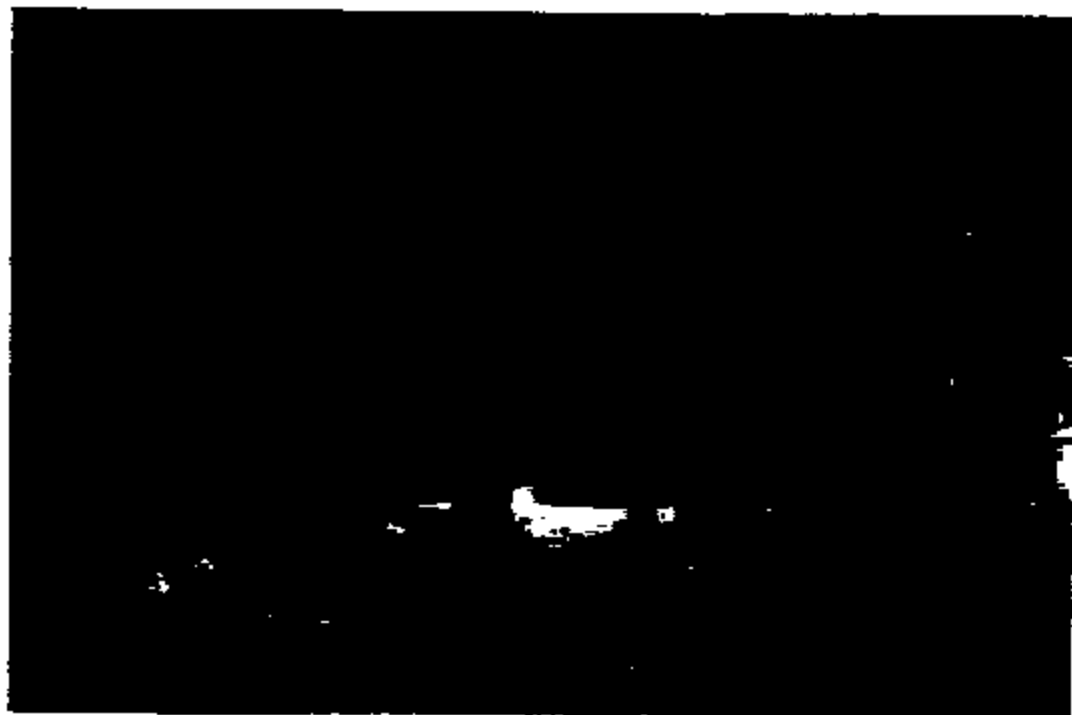
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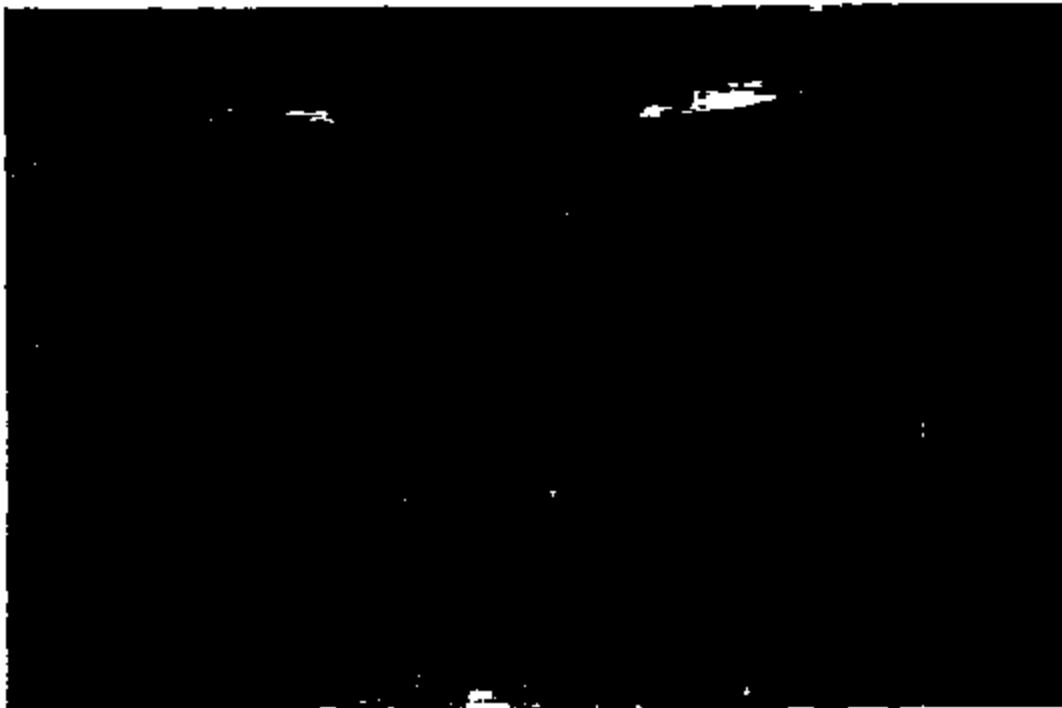
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No. 11 shows the rear of the vehicle. There is no visible evidence of fire involvement at the undercarriage. The plastic and rubber service parts were not involved because there was no fire spread to the undercarriage nor did the fire originate under the vehicle. Interior heat did penetrate the floor pan in two areas.



No. 12 shows the engine compartment hood raised. The rust pattern from the burn is marked. The suspect area is found at the rear center of the hood (marked).



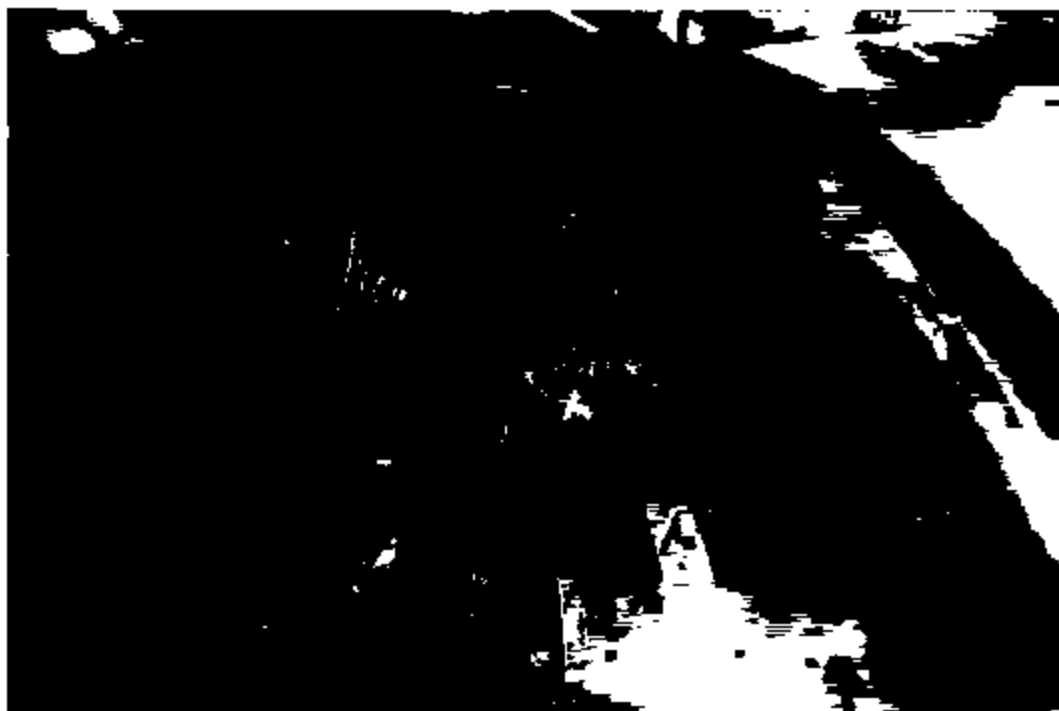
No. 13
the arrow marks the rusted area to the driver's side. This was a result of gasoline being released from the fuel filter causing high burn temperatures to impinge the underside. This is not the location of the origin of the fire.



No. 14
shows the fuel filter mounted next to the brake master cylinder. The release of gasoline caused a spread of fire burn in this area and it did burn out as evidenced by the fact that the fire had not impinged into and through the firewall from the engine compartment.



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No. 17 shows the complete burn within the interior of the vehicle front passenger compartment. The arrow marks the origin of the fire...the radio and heater, ventilation and air conditioning (HVAC) controls.



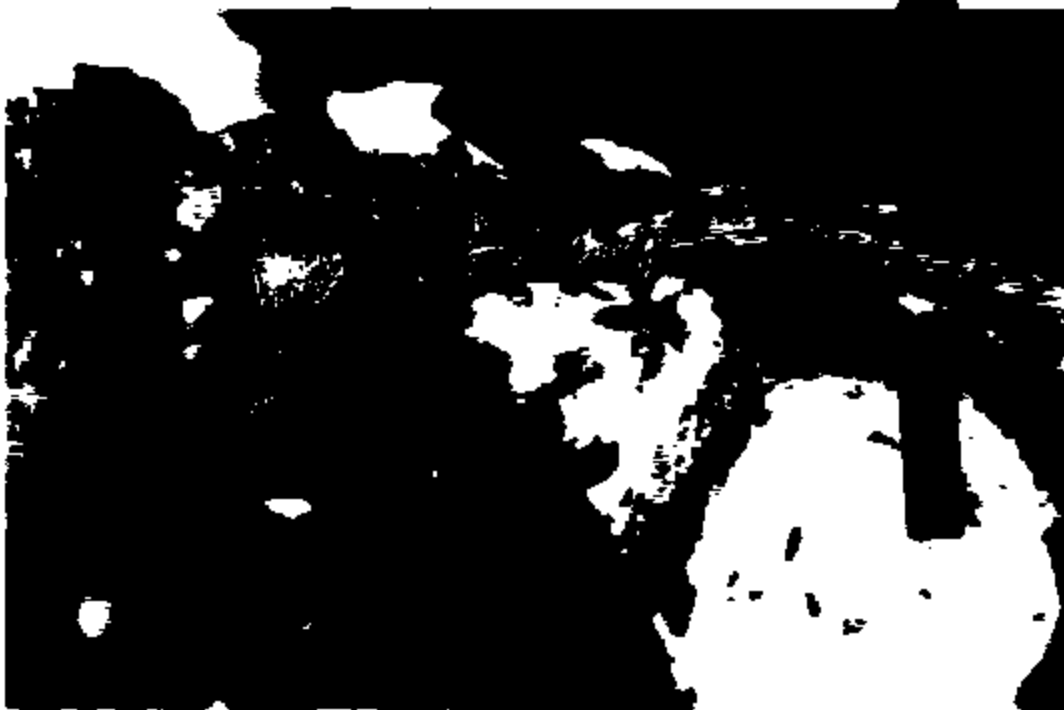
No. 18 shows the cross support bar for the instrument panel. The rust to the bar was caused by the fire's origination here. The radio/HVAC was mounted at this area (marked). The radio/HVAC is seen below because it fell from the mount as the fire progressed.



No. 19 shows I have put a red shop towel behind the fire's point of origin...the radio/HVAC assembly. The arrow marks the ground wires that became superheated due to the resistance within the blower motor fan switch. These copper wires are melted together and are hard and stiff.



No. 20 shows a close-up view of the blower fan switch control. Marked with a green arrow are the melted ground wires that provide ground for the blower resistor. Also marked with a red arrow is the rotating disc that was the cause of the increase of resistance within the blower motor fan switch.



No. 21
shows a close-up of the copper ground circuit wires that have melted and solidified together. This wire is stiff and the strands will not separate individually because they have melted together. This area of melting and stiffness is about 18 to 24 inches in length between the individual ground wires for the blower motor fan switch.



No. 22
shows a close-up view of the rotating contact ground plate within the blower fan switch. This ground rotating disc plate suffered high resistance to ground and became superheated to the point that some of the zinc plating melted off as well as some of the surface copper.



No. 23
shows the rotating
contact ground plate
still resting in its
original position after
the fire had melted
and burned the
instrument panel
radio/HVAC control
center.



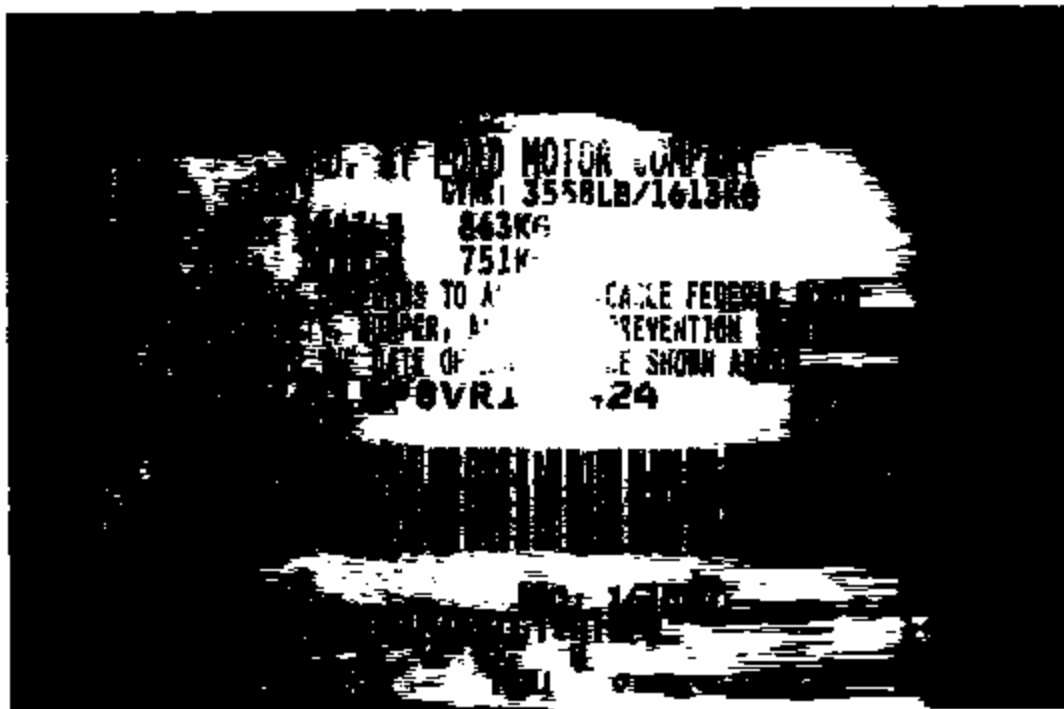
No. 24
shows a close-up
view of the blower
motor fan switch
rotating contact
plate. The arrow
marks the zinc
plating that was
melting due to high
heat resistance being
created by the failed
switch.



No. 25
shows the blower
motor fan switch still
mounted to the
melted and burned
mass that was the
radio/HVAC control
center marked. The
red arrow marks the
function selection
switch for the
heater/air
conditioning vents.
This switch provides
the ground circuit for
the G201 for the
blower motor fan
switch. These wires
show stiffness and
melting.

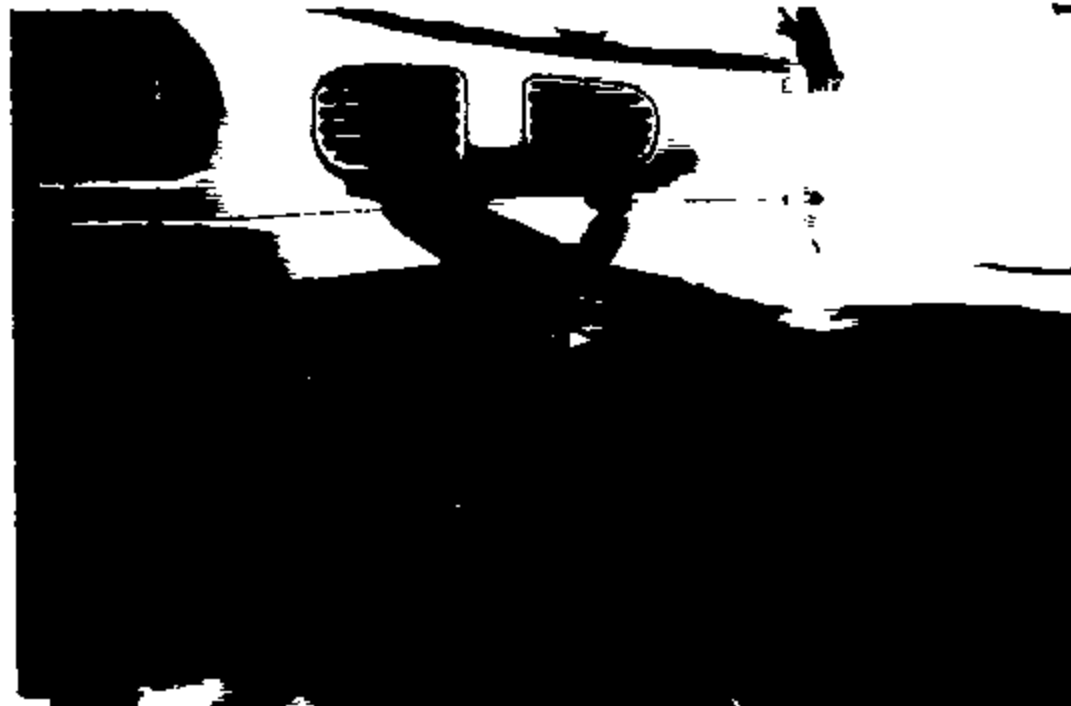


No. 26
shows the two
switches after
removal. Both
switches were
marked, labeled and
placed in plastic
bags. The green
arrow points to the
blower motor fan
switch and the red
arrow points to the
function select
switch for the
heater/air
conditioning control.

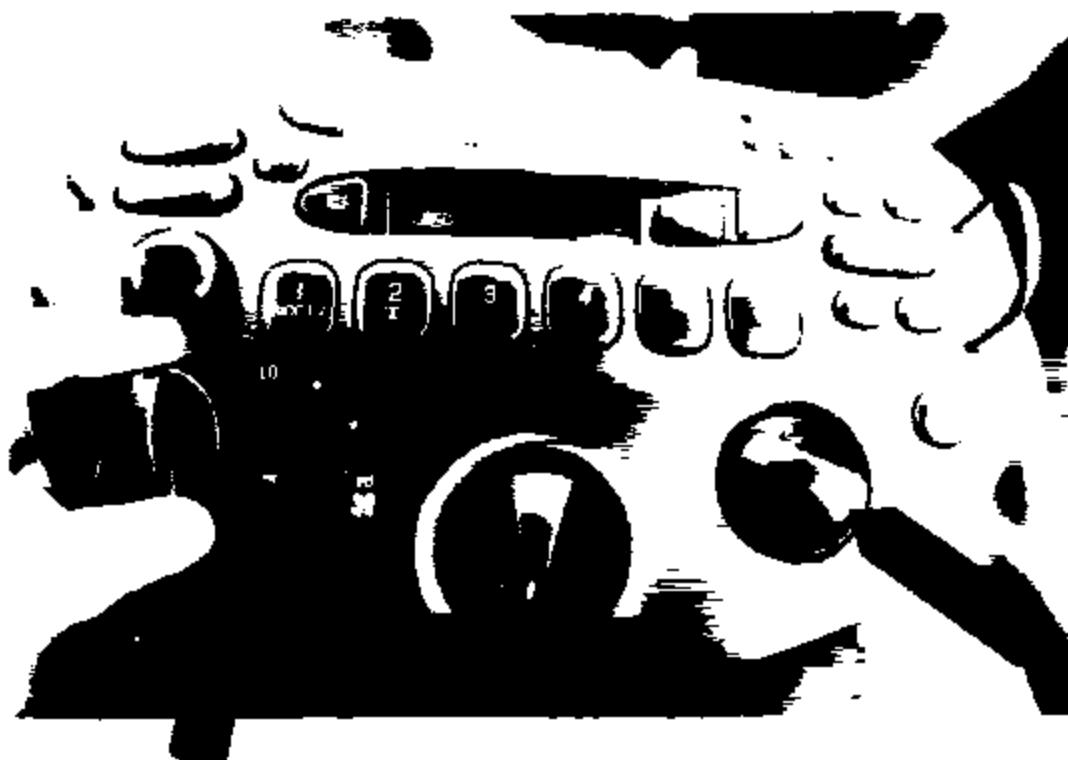


No. 27 shows the VIN doors sticker from an exemplar 1997 Ford Escort. The VIN # reads:

3FALP15P0 [REDACTED]
24. The build date is 06/97. I removed a radio/HVAC control center to obtain the blower motor fan control as well as the function select switch for the heater/air conditioner control.



No. 28 shows a view of the radio/HVAC control panel mounted within the center of the instrument panel before it was removed. The wires that did melt within the instrument panel are routed against the air vent ducts.



No. 29 shows the exemplar radio/HVAC control panel removed. The green arrow marks the blower motor fan switch and the red arrow marks the function select heater/air conditioner control switch.



No. 30 shows the exemplar radio/HVAC control panel upside down, backside facing forward. The green arrow points to the blower motor fan switch that failed in the subject burned 1997 Ford Escort. The red arrow points to the radio/HVAC control panel switch control. These ground wire circuits are joined. Look at their positions and color/stripping of the wires. They are the same.



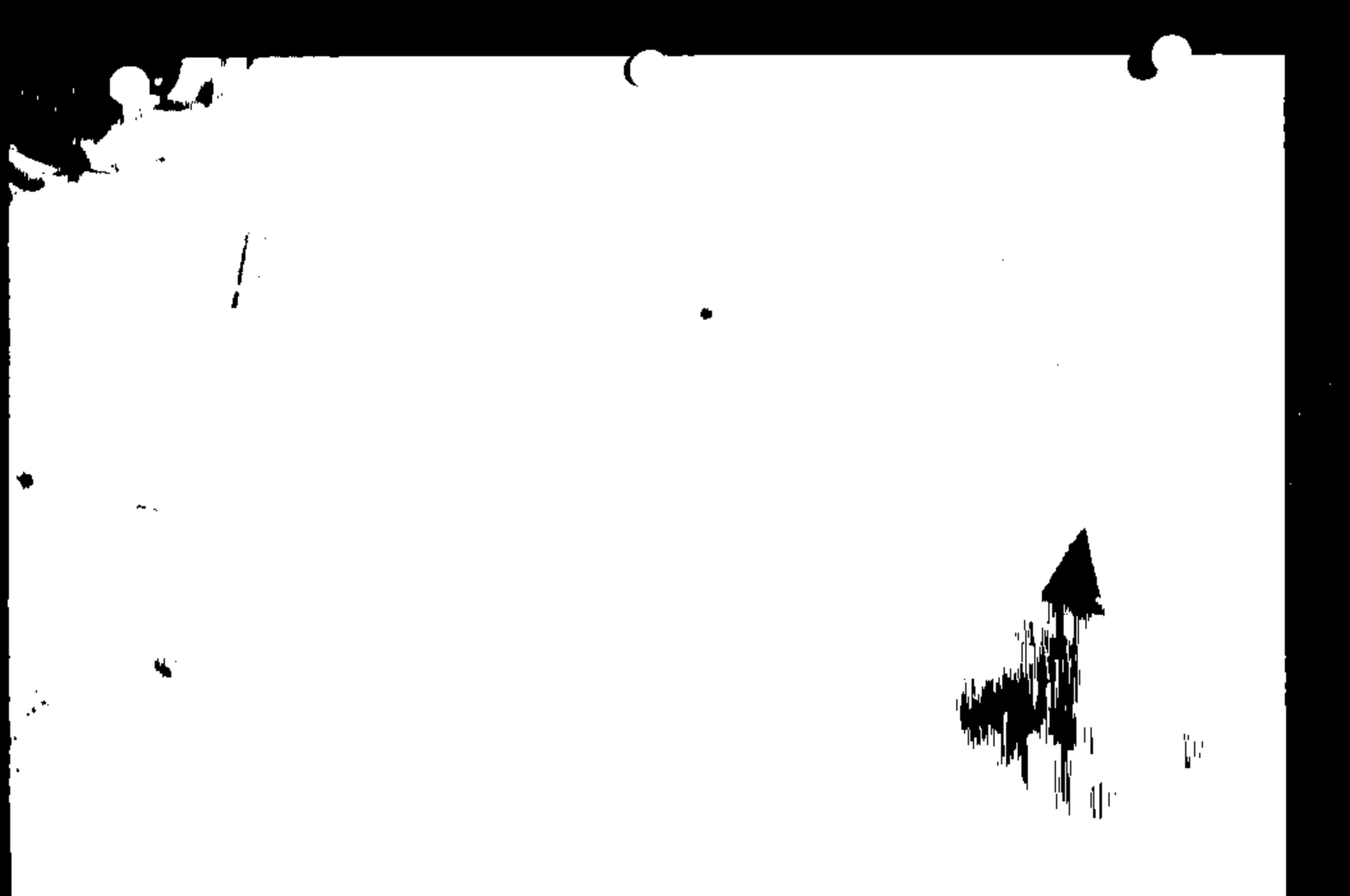
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No. 32 shows areas of surface melting of the copper marked. The temperature required to cause this surface melting would be above 1800-1960°F. Copper melts at or near 1960°F depending on the material it is alloyed with. This blower motor fan switch failed to provide proper ground.

EROS-003-LC-7563

Enlargements




Photograph 25 - Roll C - Neg. 8199 - This view shows the burn debris of the radio/HVAC control center. The ground wires marked to the left are melted. They are routed within the instrument panel from the blower motor resistor, blower motor relay, blower motor fan switch & function selector switch to the G201 ground mounted to the instrument panel metal support bracket. These ground wires were melted & stiff.



Photograph 12 - Roll C - Neg. 8199 - Shows the same ground wires marked in Photograph 25 protruding within the instrument panel. Two of these ground wires are attached to the instrument panel metal support bracket. Marked are the two wires. They have melted and are stiff. The resistance to ground through the blower motor fan switch caused these wires to superheat & melt.



Photograph 6 - Roll C - Neg. 8199 - Shows a view of the G201 ground circuit ground wires. The use of a mirror enabled me to photograph the ground wires. They have melted & have become one solid piece marked between the arrows.



Photograph 17 - Roll C - Neg. 8199 - Shows that I have placed a red shop towel under these wires to highlight them from the burn ash debris. Many of these copper ground wires have melted & solidified into one solid piece of copper wire. There are other wires within this area that came into contact with wires carrying battery current. The G201 ground circuit wires seen here were superheated & melted causing the wire to spread throughout the instrument panel within the passenger compartment.

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