



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

as

Plaintiff,

vs.

Case No. 2000-  
Honorable

FORD MOTOR COMPANY, a Delaware  
Corporation,

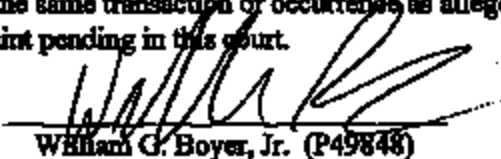
Defendant.

BOYER, CHURILLA & DAWSON, P.C.  
By: WILLIAM G. BOYER, JR. (P49848)  
Attorneys for Plaintiff

Sterling Heights, Michigan

COMPLAINT

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.

  
William G. Boyer, Jr. (P49848)

NOW COMES the above named Plaintiff,

(hereinafter referred to as AUTO OWNERS), as Subrogee of [REDACTED] by and through its attorneys, BOYER & DAWSON, P.C., and for its complaint against the Defendant, states unto this Honorable Court as follows:

COMMON ALLEGATIONS

1. That the amount in controversy is within the jurisdiction of this Court because Plaintiff [REDACTED] claims damages in excess of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars.

2. That the Plaintiff [REDACTED] (Auto Owners) is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan.

3. That the Defendant, Ford Motor Company, on information and belief, is a corporation duly organized, validly existing and doing business in the State of Michigan.

4. That on or about September 26, 1997, Plaintiff's insured, [REDACTED] was the owner of a 1995 Ford conversion van identified by vehicle number 1FDEE14N95H [REDACTED] bearing Michigan registration plate number [REDACTED]

5. That Auto Owners provided insurance for physical damage to the 1995 vehicle owned by [REDACTED]

6. That the Defendant designed, engineered, manufactured, distributed and placed into the stream of commerce the vehicle identified in the above paragraph, herein referred to as "the subject vehicle."

7. That on or about September 26, 1997, the 1995 Ford van sustained an electrical fire while sitting in Plaintiff's insured's driveway and while the car was not in operation.

8. That Auto Owners indemnified its insured in the amount of Thirty-One Thousand Seven Hundred Seventy-Six and 80/100 (\$31,776.80) Dollars as required by the policy of insurance issued by Auto Owners for the damage sustained in the fire.

9. That Auto Owners is subrogated to the rights of its insured.

### COUNT I - NEGLIGENCE

Plaintiff herein reincorporates by reference all of the allegations in paragraphs one through nine of this Complaint as if separately set forth herein verbatim.

10. That on the date and at the location aforesaid, and at all times pertinent hereto, Defendants owed certain duties to Plaintiff with respect to the design, manufacture, distribution, advertising, labeling, instructing, warning and offering for sale the subject vehicle which proved to be unsafe, unfit and hazardous for use, but breached said duties and were guilty of negligence in at least one or more of the following particulars, so far as is presently known:

- a. In designing, manufacturing, distributing and marketing a vehicle with specifications that fell outside of the true safe design limits for like vehicles;
- b. By designing, manufacturing, distributing and marketing said vehicle with a defect in the central part namely, the circuit breakers and the packing of the circuit breakers, thereby increasing the likelihood of an electrical fire;
- c. By failing to correct said circuit breaker in order to prevent the propensity of said vehicle to catch on fire, when it knew or should have known that said corrections could easily be accomplished;
- d. In failing to do any and all things necessary and available to prevent the propensity of said vehicle to catch fire in normal situations; and
- e. By performing other acts of negligence not yet known by Plaintiff but which will be ascertained during the discovery of said litigation.

11. That as a direct and proximate result of the Defendants' negligence, Plaintiff's vehicle sustained damage to the extent the vehicle was considered totally destroyed.

WHEREFORE, Plaintiff asks that Judgment be entered in their favor against the Defendant in an amount as will fairly and adequately compensate Plaintiff for the damages sustained, together with costs, interest and attorney fees.

#### **COUNT II - BREACH OF WARRANTY**

Plaintiff herein reincorporates by reference all of the allegations in paragraphs one through eleven of this Complaint as if separately set forth herein verbatim.

12. That the Defendants designed, manufactured, distributed, sold and placed into the stream of commerce, said vehicle which was previously referred to in this complaint.

13. That at the time of said design, manufacture, distribution and sale, the Defendants were fully aware of the intended use of the vehicle and of the purchasers and users reliance on the Defendants' skill and judgment in designing, manufacturing, distributing and furnishing suitable goods.

14. That the Defendants, to induce said sale, expressly and impliedly warranted and represented, pursuant to MCLA 440.2313, MCLA 440.2314 and MCLA 440.2315 the following:

- a. That said vehicle was fit for the use to which the Plaintiff's Decedent intended and of which the Defendants were aware when designing, manufacturing, distributing, selling and distributing same;
- b. That said vehicle was free from defective parts, material and workmanship;
- c. That said vehicle was designed, manufactured and sold to be safe with reasonable use intended;
- d. That said vehicle was fit for the ordinary purpose for which the product was to be used;

- e. That said vehicle was fit for the particular purpose for which the product was used; and
- f. That Defendants breach of said warranties and said product caused damage to the vehicle during normal use for one or all of the following reasons:
  - 1. defective design;
  - 2. defective manufacturer;
  - 3. lack of adequate warning;
  - 4. lack of adequate instruction;
  - 5. lack of adequate safeguards and safety devices;
  - 6. defective design regarding materials.

15. That as a direct and proximate result of the breach of the expressed and implied warranties by the Defendant the vehicle was damaged to the extent the vehicle was totally destroyed.

WHEREFORE, Plaintiff prays for judgment against the Defendants in an amount which they may be found to be entitled to, including costs, interest and attorney fees.

BOYER & DAWSON, P.C.



WILLIAM G. BOYER, JR. (P49848)

Attorneys for Plaintiff  
43805 Van Dyke Avenue  
Sterling Heights, MI 48314  
(810) 731-7400

DATED: June 5, 2000

Michigan Department of State Police  
FIRE MARSHAL DIVISION

**MFIRS-A**  
**INCIDENT REPORT**

1 FD No.	2 Incident No.	3 Rep.	4 No.	5 Day	6 Year	7 Time	8 Date	9 Time	10 Date
8267	26481	00	09	26	97	FRIDAY	1124	1125	1144
1. Location						2. Address		3. City	
1.3 EVERETT						2.1 EVERETT		3.1 EVERETT	
1.4 963						2.2 541		3.2 541	
1.5 717						2.3 541		3.3 541	
1.6 4						2.4 541		3.4 541	
1.7 1						2.5 541		3.5 541	
1.8 1						2.6 541		3.6 541	
1.9 1						2.7 541		3.7 541	
1.10 1						2.8 541		3.8 541	
1.11 1						2.9 541		3.9 541	
1.12 1						2.10 541		3.10 541	
1.13 1						2.11 541		3.11 541	
1.14 1						2.12 541		3.12 541	
1.15 1						2.13 541		3.13 541	
1.16 1						2.14 541		3.14 541	
1.17 1						2.15 541		3.15 541	
1.18 1						2.16 541		3.16 541	
1.19 1						2.17 541		3.17 541	
1.20 1						2.18 541		3.18 541	
1.21 1						2.19 541		3.19 541	
1.22 1						2.20 541		3.20 541	
1.23 1						2.21 541		3.21 541	
1.24 1						2.22 541		3.22 541	
1.25 1						2.23 541		3.23 541	
1.26 1						2.24 541		3.24 541	
1.27 1						2.25 541		3.25 541	
1.28 1						2.26 541		3.26 541	
1.29 1						2.27 541		3.27 541	
1.30 1						2.28 541		3.28 541	
1.31 1						2.29 541		3.29 541	
1.32 1						2.30 541		3.30 541	
1.33 1						2.31 541		3.31 541	
1.34 1						2.32 541		3.32 541	
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1.84 1						2.82 541		3.82 541	
1.85 1						2.83 541		3.83 541	
1.86 1						2.84 541		3.84 541	
1.87 1						2.85 541		3.85 541	
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1.99 1						2.97 541		3.97 541	
1.100 1						2.98 541		3.98 541	
1.101 1						2.99 541		3.99 541	
1.102 1						2.100 541		3.100 541	

1. Name of Person	2. Fire Service	3. Fire Service	4. Fire Service	5. Fire Service	6. Fire Service	7. Fire Service	8. Fire Service	9. Fire Service	10. Fire Service
98	83	61	11	23	43	17	2000	2000	2000

1. Name of Person	2. Fire Service	3. Fire Service	4. Fire Service	5. Fire Service	6. Fire Service	7. Fire Service	8. Fire Service	9. Fire Service	10. Fire Service
98	83	61	11	23	43	17	2000	2000	2000

1. Name of Person	2. Fire Service	3. Fire Service	4. Fire Service	5. Fire Service	6. Fire Service	7. Fire Service	8. Fire Service	9. Fire Service	10. Fire Service
98	83	61	11	23	43	17	2000	2000	2000

1. Name of Person	2. Fire Service	3. Fire Service	4. Fire Service	5. Fire Service	6. Fire Service	7. Fire Service	8. Fire Service	9. Fire Service	10. Fire Service
98	83	61	11	23	43	17	2000	2000	2000

1. Name of Person	2. Fire Service	3. Fire Service	4. Fire Service	5. Fire Service	6. Fire Service	7. Fire Service	8. Fire Service	9. Fire Service	10. Fire Service
98	83	61	11	23	43	17	2000	2000	2000

1. Name of Person	2. Fire Service	3. Fire Service	4. Fire Service	5. Fire Service	6. Fire Service	7. Fire Service	8. Fire Service	9. Fire Service	10. Fire Service
98	83	61	11	23	43	17	2000	2000	2000

SFCHMCMA

Action Detail

07/10/00 11:34:39

==&gt;

VIN: 1EDDE14N9SE Year: 1995 Model: ECONOLINE

Name:

Trmt:

Contact: 109058092

Symptom: 801000

Reason: 0931

Dealer: F48029 MEL FARR FORD, INC.

Issue Type: 1 CONCERN

Issue Status: 2 CLOSED

Comm Type: P PHONE

Odometer Reading: 036500 MI

Analyst: 9477GA ANDERSON

Document Number:

Action Date: 10/20/97

Action Data: N

Action Time: 18:14:43 EST

Origin Desc: GO

Action Desc:

Comments: \*\*\* NAVIS: ORIGINAL \*\*\*

CUSTOMER SAYS:

- I HAD AN EXTENDED SERVICE PLAN

- I AM CALLING TO FIND OUT HOW TO CANCEL THIS PLAN

\*

PER CUSTOMER, DEALER SAYS:

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments

F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact

MORE COMMENTS AVAILABLE

OGDB079

ENC-005-LO-7066



SFCHMCMA

Action Detail

07/10/00 11:34:46

==&gt;

VIN: 1FDEE14W9SE Year: 1995 Model: ECONOLINE  
Name:   
Trmt:   
Symptom: 801000 Contact: 109058092  
Reason: 0931  
Dealer: F48029 MEL FARR FORD, INC.  
Issue Type: 1 CONCERN Issue Status: 2 CLOSED  
Comm Type: P PHONE Odometer Reading: 036500 MI  
Analyst: 9477GA ANDERSON Document Number:   
Action Date: 10/20/97 Action Data: N  
Action Time: 18:14:43 EST  
Origin Desc: GO  
Action Desc:   
Comments: PER CUSTOMER, DEALER SAYS:  
- NO CONTACT  
\*  
CUSTOMER SEEKS:  
- ESP CANCELLATION PROCEDURES  
\*

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments  
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact  
NO MORE COMMENTS AVAILABLE OGDB079

ERR5-800-LC-7087

SPCHMCMA

## Action Detail

07/10/00 11:34:50

VIN: 1B7P14W98E Year: 1995 Model: ECONOLINE  
Name: [REDACTED]  
Trmt: [REDACTED] Contact: 109058092  
Symptom: 801000  
Reason: 0931  
Dealer: F48029 MEL FARR FORD, INC.  
Issue Type: 1 CONCERN Issue Status: 2 CLOSED  
Comm Type: 0 UPDATE Odometer Reading: 036500 MI  
Analyst: 9477GA ANDERSON Document Number:  
Action Date: 10/20/97 Action Data: N  
Action Time: 18:14:45 EST  
Origin Desc: GO  
Action Desc:  
Comments: CAC ADVISED:  
- REFERRED CUSTOMER TO THE FINANCE AND INSURANCE MANAGER AT  
THE DEALER FOR  
ASSISTANCE.

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments  
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact  
NO MORE COMMENTS AVAILABLE OGD8079

E985-883-LC-7858

SFCHMCMA

Action Detail

07/10/00 11:34:54

==&gt;

VIN: 1FDEE14W9SE Year: 1995 Model: ECONOLINE

Name:

Trmt:

Contact: 109058092

Symptom: 801000

Reason: 0931

Dealer: F48029 MEL FARR FORD, INC.

Issue Type: 1 CONCERN

Issue Status: 2 CLOSED

Comm Type: P PHONE

Odometer Reading: 036500 MI

Analyst: 9477GA MEL FARR FORD, I

Document Number:

Action Date: 10/22/97

Action Data: N

Action Time: 17:46:22 EST

Origin Desc: DL

Action Desc:

Comments:

\*\*\*THIS IS THE CLOSING COMMENT

CUSTOMER SERVICE MANAGER CONTACTED CUSTOMER. CLARIFIED WHO C

USTOMER NEEDED TO

SPEAK WITH HERE AT THE DEALERSHIP REGARDING CANCELLATION OF

ESP. VAN HAD BEEN

TOTALLED IN A FIRE.

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments

F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact

NO MORE COMMENTS AVAILABLE

OGDB079

SFCHMCMA

Action Detail

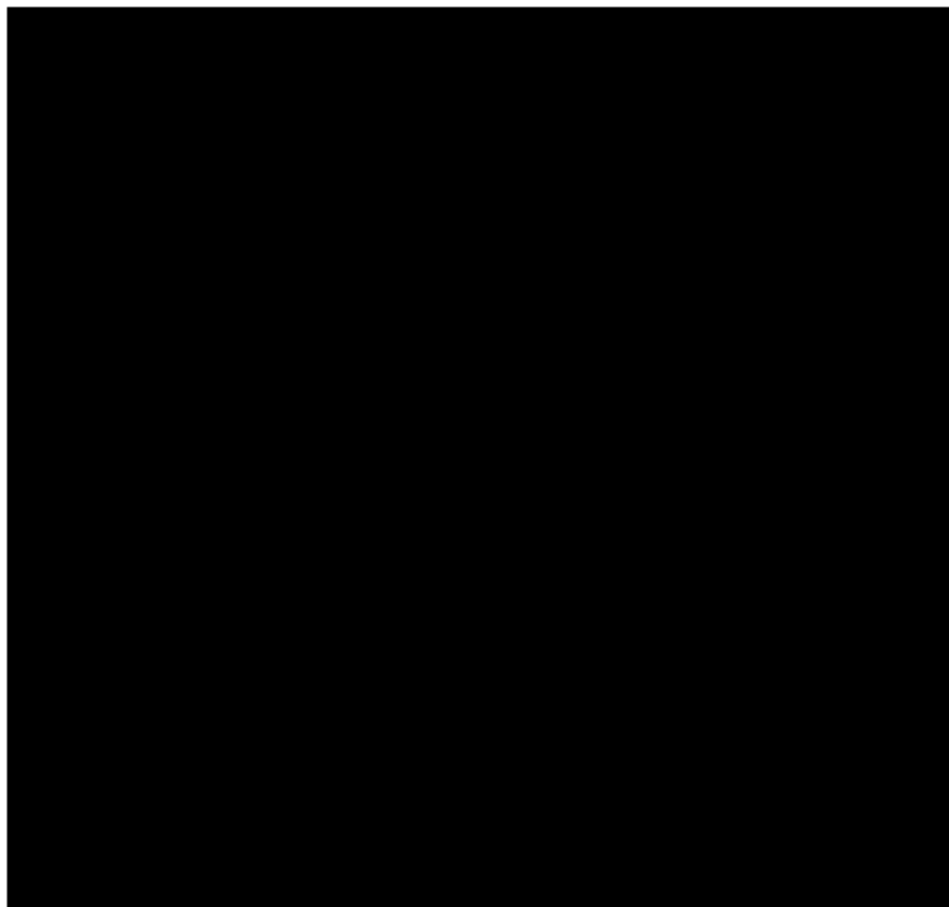
07/10/00 11:34:59

-->

VIN: 1FDEE1AM9SE Year: 1995 Model: ECONOLINE  
Name:   
Trmt: Contact: 109058092  
Symptom: 801000  
Reason: 0931  
Dealer: F48029 MEL FARR FORD, INC.  
Issue Type: 1 CONCERN Issue Status: 2 CLOSED  
Comm Type: K Odometer Reading: 036500 MI  
Analyst: 9477GA SYSTEMS Document Number:  
Action Date: 10/29/97 Action Data: N  
Action Time: 22:08:05 EST  
Origin Desc: GO  
Action Desc:  
Comments: CONTACT CLOSED BY SYSTEM - IN PENDING 7 DAYS

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments  
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact  
NO MORE COMMENTS AVAILABLE OGD8079

ENG-825-LC-7678



09/12/2003 14:30

787-782-6628

FORD INTL BUSINESS

PAGE 01/08

RECEIVED SEP 16 2003

LAW OFFICES  
OF**HYMES AND ZEBEDEE, P.C.**

NO. 10 HOURS GARD (THIRD FLOOR)

PO. BOX 990, ST. THOMAS, VIRGIN ISLANDS 00804-0000

TELEPHONE: (340) 775-3470 FACSIMILE: (340) 775-3470

REPLY TO: ☐ ST. THOMAS OFFICE ☐ CHRISTIANSTEDT OFFICEJAMES L. HYMES, III  
JOHN A. ZEBEDEEASSOCIATE  
KAREN J. DORACE  
MICHAEL McLAUGHLIN

September 5, 2003

New  
(for  
Shawn)VIA FEDERAL EXPRESS

Ms. Yvette Cuadrado  
Owner Relationship Specialist  
Ford International Business Development  
Puerto Rico and the U.S. Virgin Islands District  
First Street, Suite No. 212  
Metro Office Park  
Guaynabo, Puerto Rico 00968

Mr. Bill Dorsey  
Vice-President, Personnel  
Supreme Corporation  
2572 East Kencher Road  
Goshen, Indiana 46527

FORD MOTOR COMPANY RECEIVED CLAIMS UNIT SEP 16 2003
RECEIVED OFFICE OF THE GENERAL COUNSEL SEP 08 2003

Ford International Business  
Development, Inc.

Mini-FAX Transmittal		Date: 9/16	Page: 1
TO: Susan Bray	FROM: Leah Gale	BLDG.	BLDG.
TELEPHONE	TELEPHONE	FAX NO.	FAX NO.
FAX NO. 5-3686			
11/01/1991			

Re: Island Heritage/Caribbean Travel subrogation claim.  
DOI: June 4, 2003 ✓

Dear [REDACTED]

✓ Caribbean  
Travel Agency, Inc.

This letter is written to formally notify you of our client Island Heritage Insurance Company's intention to bring a subrogation claim against Ford Motor Company and Supreme Corporation seeking indemnification for losses arising from a major vehicle fire that occurred on June 4, 2003. Before commencing that suit, however, we would like to know your interest in promptly inspecting the damaged vehicle and resolving this matter amicably without unnecessary litigation. The relevant facts underlying this matter are summarized as follows:

CHRISTIANSTEDT OFFICE

1151 KING STREET, SUITE 308, ST. JOHN, U.S. VIRGIN ISLANDS 00820  
TELEPHONE: (340) 772-1700 FACSIMILE: (340) 772-1700

Ms. Yvette Cuadrado  
Mr. Bill Dorsey  
September 5, 2003  
Page 2 of 3

Factual Background:

At approximately 8:00 a.m. on June 4, 2003, Caribbean Travel Agency Inc. (Island Heritage's insured) discovered that one of their company buses (a 2001 Ford Taurus V10 E450 with VIN 1FDXE45991H [REDACTED] parked in the St. Thomas airport parking lot was on fire. (A copy of the Fire Department incident report is attached hereto for your review). The vehicle had been parked without incident by a Caribbean Travel driver at approximately 6:00 p.m. the preceding evening and was never again started or moved. The Fire Department found no evidence of incendiary activity, witnesses saw nobody near the vehicle before the fire was discovered, and the vehicle was completely locked at the time of the fire such that the Fire Department had to force open the trunk and the door to extinguish the fire. Thus, the fire apparently did not result from arson, an accident, or any other external source, but instead originated from within the vehicle while parked overnight.

Thereafter, our client hired an expert, Alan Weckerling, to inspect the vehicle and perform a cause and origin investigation. The results of that investigation indicate that the fire originated in the electrical system and was caused by a defect in the vehicle's electrical wiring. Mr. Weckerling's inspection revealed that a series of unprotected wires had been negligently routed along an air conditioning hose which caused a deep gouge to wear into their insulation, eventually resulting in the fire's ignition on June 4, 2003.

The vehicle in question was originally manufactured by the Ford Motor Company, and was then customized and had substantial modifications performed upon it, including installation of an extra air conditioning unit and heavier alternator, by the Supreme Corporation. It is not yet clear whether the negligent wiring occurred during Ford's original manufacturer or Supreme's subsequent modifications. Thus, unless this issue can be resolved promptly, we will have no choice but to sue both parties.

The vehicle's original cost was approximately \$62,000 and our client recently settled the insured's claim by payment of \$42,253.03 to repair the vehicle. In order to preserve evidence, however, we have asked the vehicle owner to delay making those necessary repairs until you have first had a fair opportunity to inspect the vehicle.

Mr. Weckerling has further advised our client that the same defect appears to exist on another of the insured's vehicles that, except for having fewer miles on it, is virtually identical (including the same modifications) to the vehicle that caught fire. This alarming fact obviously greatly concerns our client and its insured.

Ms. Yvette Cuadrado  
Mr. Bill Dorsey  
September 5, 2003  
Page 3 of 3

Although I am advised that the insured has since undertaken temporary non-destructive repair measures, permanent repairs have thus far been deferred pending word on your intent to inspect.

Summary of Position:

Mr. Weckerling's findings undisputably show that negligent wiring by Ford, Supreme, or both, caused the relevant fire, and that our client is thus clearly entitled to indemnification of its losses. We therefore hope that this dispute can be settled without unnecessary costly litigation; but acknowledge you will likely require an independent inspection before such an agreement may be reached. We stress, however, that it is imperative that such an inspection occur as soon as possible. The insured is voluntarily subjecting itself to substantial hardship by delaying its repairs until after you have had an opportunity to inspect, and quite frankly, cannot afford to continue its forbearance indefinitely with tourist season fast approaching.

As such, I ask that you please promptly notify me upon receipt of this letter regarding whether you desire to inspect the vehicle. If so, please also advise me of your preferred date and arrangements for such an inspection, so that I may inform our client and the insured of the same. As noted, we would prefer the soonest date possible. If we have received no response within 20 days of this letter's receipt, we will have no choice but to file our complaint and initiate litigation.

Thank you in advance for your time and cooperation. If you have any questions, please don't hesitate to call me.

Sincerely,



Michael McLaughlin, Esquire  
MM/eeh  
Enclosures



GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES

OFFICE OF THE GOVERNOR  
VIRGIN ISLANDS FIRE SERVICE

MINISTER ROAD NO. 8A DYLLA STREET  
CHRISTIAN HARBOR, ST. THOMAS, V.I. 00802

## INCIDENT REPORT

ALL INFORMATION	INCIDENT ADDRESS: <u>Airport Parking Lot</u>	DATE: <u>Sept 1, 2003</u>
	OCCUPANT: <u>[REDACTED]</u>	INCIDENT NO. <u>0817</u>
	OWNER: <u>[REDACTED]</u>	TIME CALL RECEIVED: <u>0817</u>
	ADDRESS: <u>[REDACTED]</u>	TIME RESPONDED: <u>0818</u>
ALL INFORMATION	ALARMED BY: <u>711 FROM SYSTEM</u>	TIME ARRIVED: <u>0819</u>
	TYPE OF ALARM: <u>STRUCTURE</u>	TIME FIRE EXTINGUISHED: <u>0827</u>
	DESTRUCTION: <u>STRUCTURE</u>	TIME IN SERVICE: <u>0815</u>
	FALSE ALARM: <u>VEHICLE ACCIDENT</u>	APPROVED: <u>[Signature]</u>
ALL INFORMATION	MUTUAL AID: <u>VEHICLE FIRE</u>	Under 103
	UTILITY: <u>OTHER</u>	
	FIRE ORIGIN: <u>Engine Compartment</u>	Additional Notes
	IGNITION SOURCE: <u>Ignition</u>	Location: <u>St. John's I. Ferry Authority</u>
ALL INFORMATION	MATERIAL INVOLVED: <u>Plastic, Glass, Silver Metal</u>	Fire
	SITUATION FOUND: <u>2003 Chevrolet Camaro with engine fire</u>	Fire Called: <u>YES</u> NO
	SMOKE COLOR: <u>Grey</u>	AMBULANCE: <u>NO</u>
	HABERSONS MATERIAL INVOLVED: <u>NO</u> YES	POLICE: <u>NO</u>
ALL INFORMATION	INSURANCE COVERED: <u>NO</u> YES	W/ RESCUE: <u>NO</u>
	ESTIMATED PROPERTY DAMAGED: <u>2,100.00</u>	W/ RESCUE: <u>NO</u>
	EXTEND TO: <u>None</u>	REVENUE VIA: <u>N/A</u>
	REVENUE: <u>NO</u> YES	
ALL INFORMATION	PERSONS LEFT IN CHARGE: <u>N/A</u>	
	BURNING DESCRIPTION: <u>N/A</u>	
	BUILDING CONSTRUCTION: <u>N/A</u>	
	EXTENT OF DAMAGE: <u>N/A</u>	
ALL INFORMATION	MAKE OF VEHICLE: <u>Ford Taurus 2-10</u>	MODEL: <u>40-74-30</u>
	COLOR: <u>White</u>	YEAR: <u>2003</u>
	PLATE NO: <u>Tam 8203</u>	VEHICLE REG NO. <u></u>
	FIRE ORIGIN: <u>ENGINE COMPARTMENT</u>	ENGINE COMPANY: <u>ENGINE COMPANY</u>
ALL INFORMATION	VICTIMS INJURED: <u>NO</u>	
	ACCIDENT TO APPARATUS: <u>NO</u>	
	FIREFIGHTING OPERATIONS: <u>2003 Taurus with engine compartment fire</u>	
	DEPARTMENT USED: <u>2 (2) EMTs</u>	
ALL INFORMATION	VENTILATION: <u>NO</u> YES	
	FORCES ENTRY: <u>NO</u> YES	
	PERSONNEL RESPONSIBLE: <u>Col. L. Felling, Col. J. Robinson, P/T E. Williams, P/T E. Brown</u>	
	NARRATIVE: <u>2003 Taurus with engine compartment fire at the airport parking lot. Fire started around 8:15 PM with engine compartment fully involved. V.I.F.S. arrived with 2 EMTs and 1 fire engine. Fire was extinguished at 8:27 PM. Vehicle was towed to the airport parking lot. A.I. arrived to receive information gathered. 10-13 to quarters.</u>	
P/T E. Brown		Col. John Robinson



September 12, 2003

Attorney Michael McLaughlin  
Law Offices of Hymas & Zebedes, PC  
P. O. Box 990  
St. Thomas, VI 00804-0990

**Preliminary Report of Vehicle Inspection**  
**WSL Case I-4046**  
**Crawford & Company (VI) Claim [REDACTED]**  
**Caribbean Travel Agency Ford F-450 Taxi Fire**

On June 12, 2003, Weckerling Scientific Laboratories, Inc., was retained to inspect a 2001 Ford F-450 / Supreme taxi which had experienced a fire while parked. On June 13 and 19, 2003 the vehicle was inspected, photographed and video taped. A preliminary report was requested on September 12, 2003.

Those inspections revealed that the vehicle had experienced a fire in the engine compartment. The fire originated on the right side near the firewall. Electrical wires with beaded ends were found. This finding indicates that the fire was electrical in origin.

The vehicle is in the same condition as it was after fire department suppression efforts and the persons in control of the vehicle were advised to maintain that status.

An exemplar Ford F-450 with the adjacent VIN number ([REDACTED]) was also inspected and found to have a wiring bundle that was routed against an air condition hose connector. The wiring bundle was partially rubbed through. The persons in control of the exemplar vehicle (same owners) were advised to place a

P. O. Box 304799, St. Thomas, Virgin Islands 00803-4799  
(340) 776-7915 (800) 933-9363 (340) 777-8465 Fax  
[www.weckerling.com](http://www.weckerling.com)

ER25-205-LC-7075

piece of windshield washer hose around the affected wiring to prevent further wear. They were advised to do nothing else to the exemplar vehicle until other parties could inspect it.

## CONCLUSION

The vehicle fire was caused by a wiring defect in the engine compartment.

## NOTE

No repairs should be initiated on either vehicle until all interested parties (Ford and Supreme) have been given an opportunity to inspect the vehicle. Care was taken to preserve the vehicle in the condition it was found and instructions were given to maintain that condition. A more detailed examination would require activities that would alter the evidence and may be construed to be destruction of evidence.

Respectfully submitted,  
WECKERLING SCIENTIFIC LABORATORIES, INC.



by: Alan B. Weckerling, President  
Fellow, American Academy of Forensic Sciences  
Texas PI License #A-09049  
Virgin Islands Licensed

*NOTE: Submitted material will be retained for 30 days unless otherwise notified. Our letters and reports are for the use of the client to whom they are addressed. The use of our name in advertising must receive our prior written approval. Our letters and reports apply to the sample tested and/or inspected, and are not necessarily indicative of the qualities of apparently identical or similar materials.*

ERR-005-LG-7077

IMCA9193

ENAB-88B-LC-7876

TMGA9194



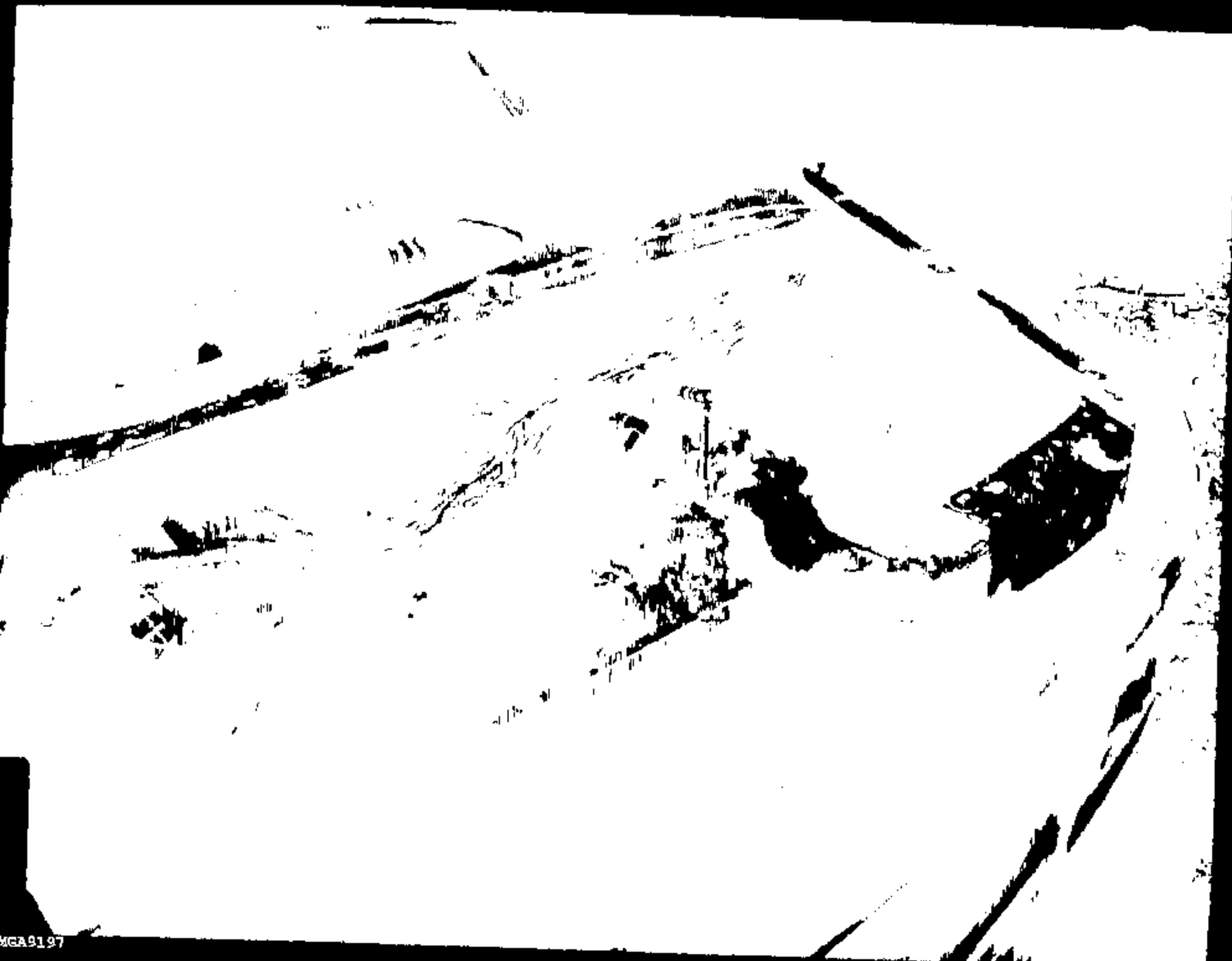
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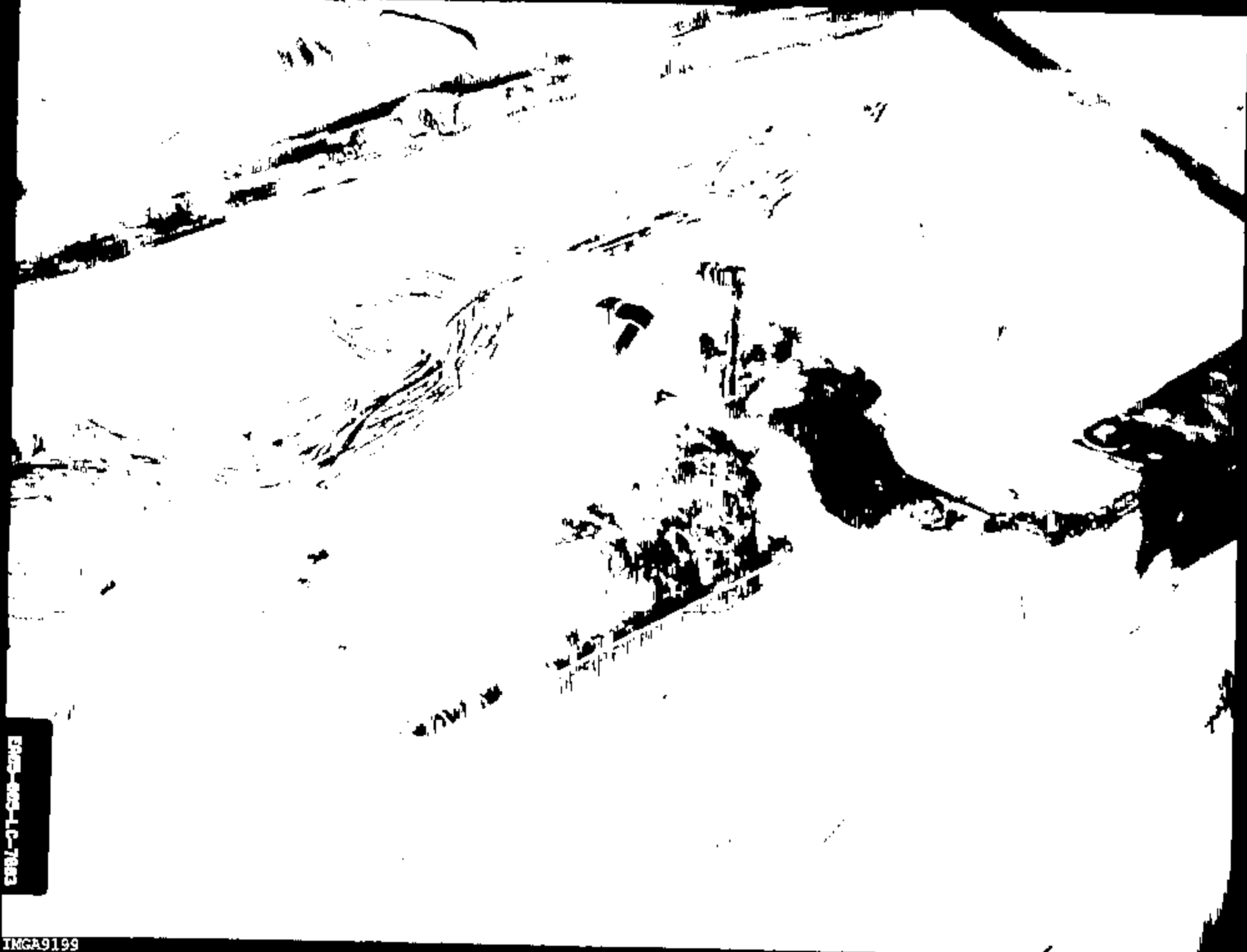






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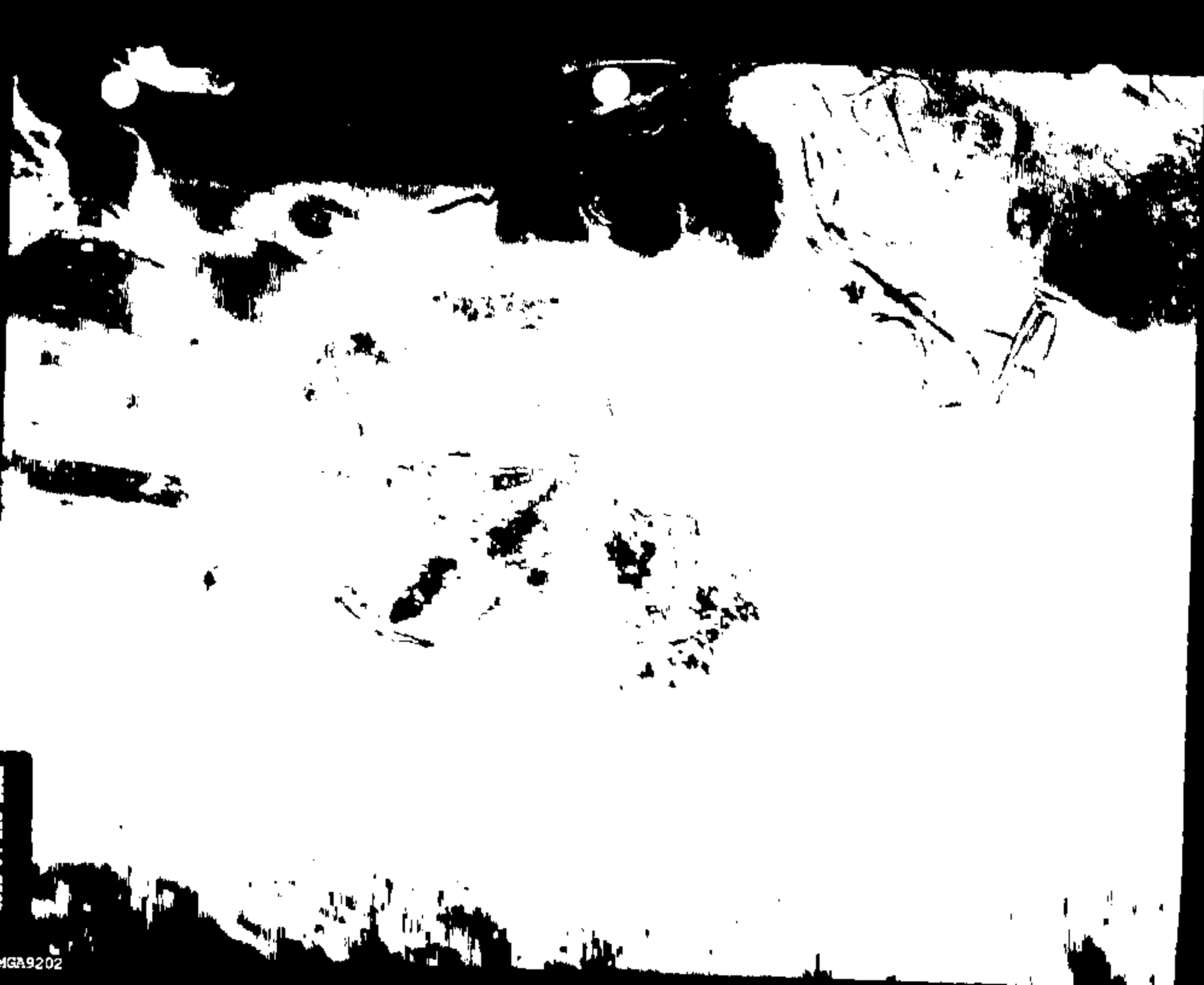
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IMGA9201







ESRS-005-10-7007

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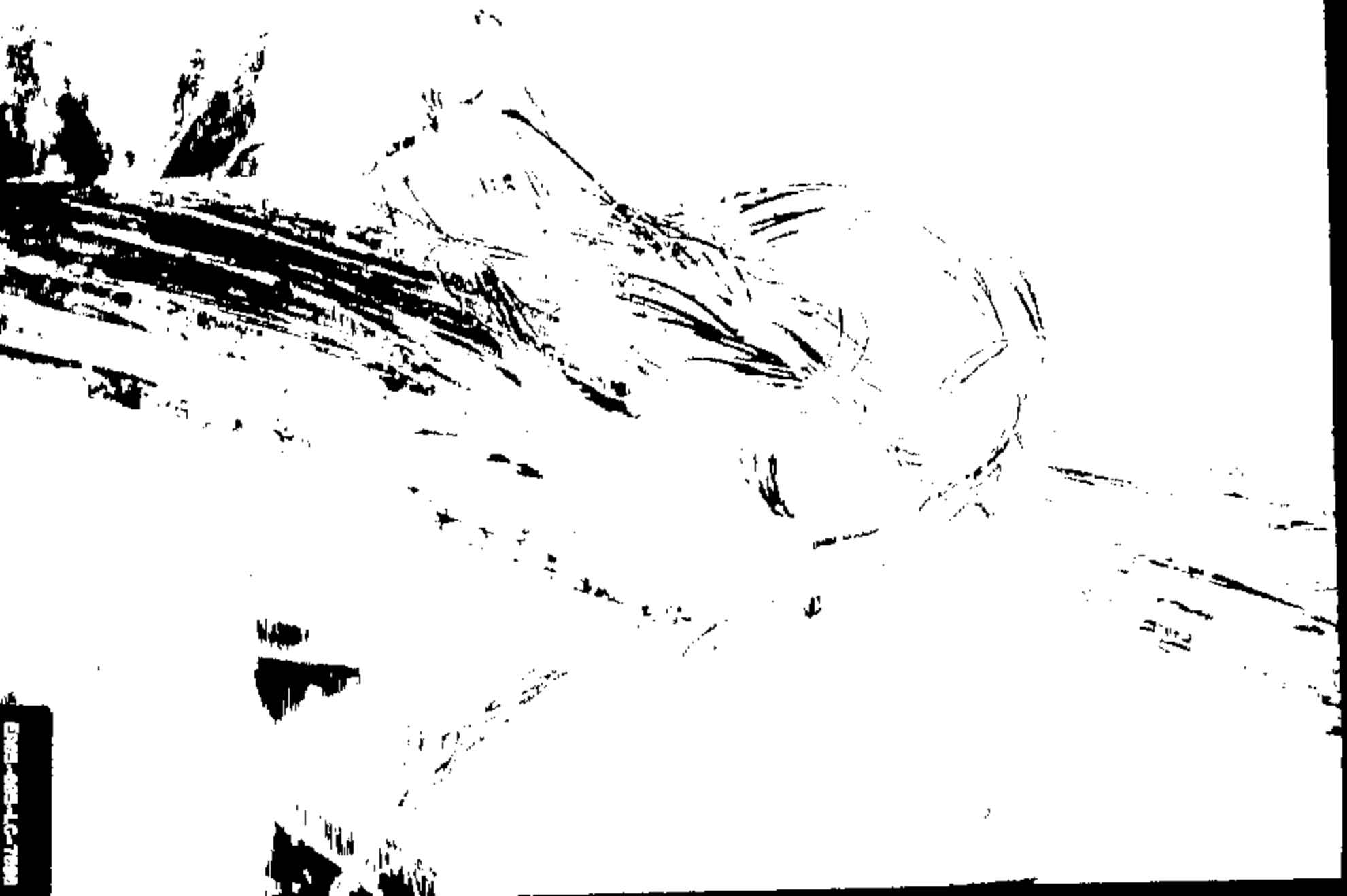
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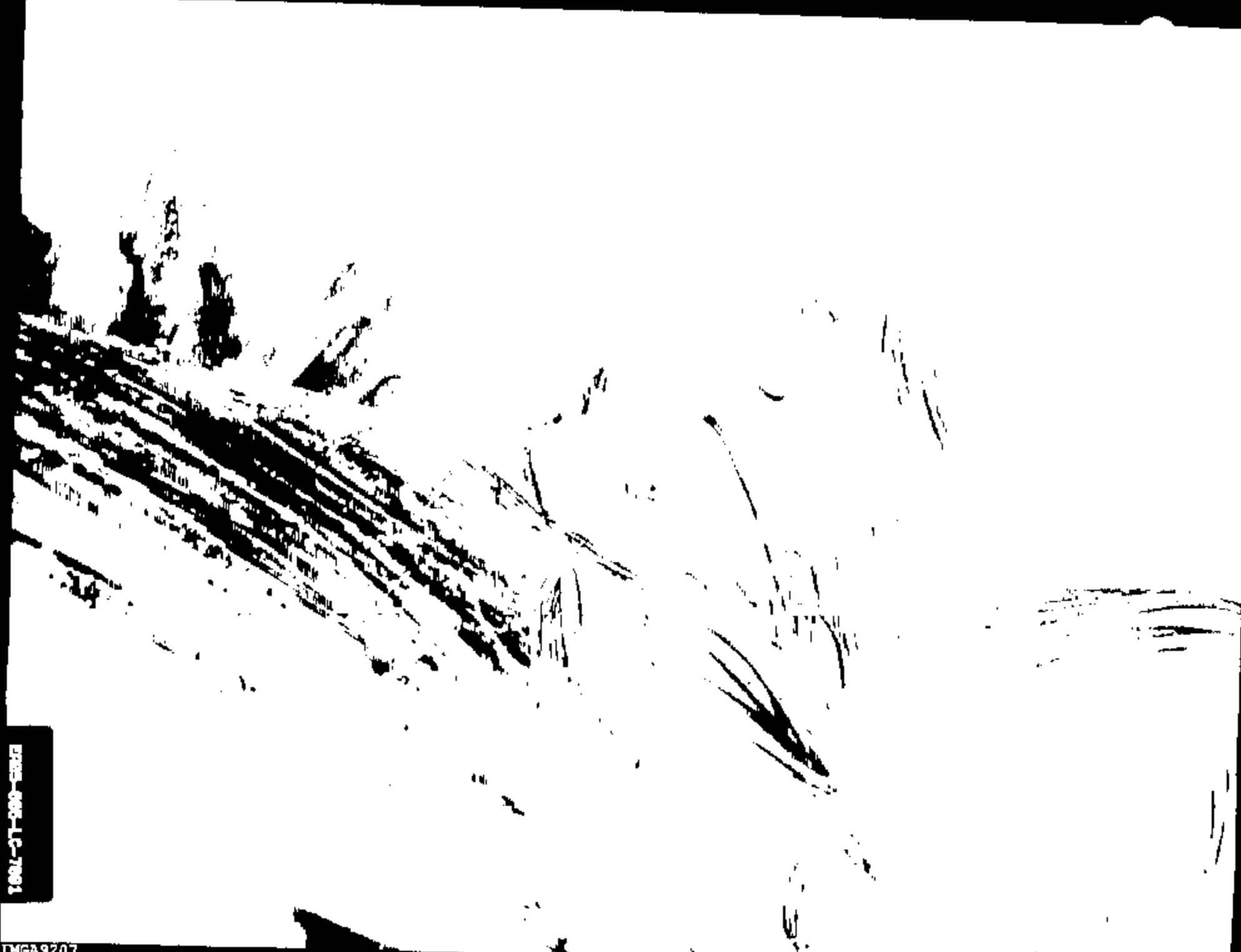
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2025-005-10-7000







EPNS-000-LC-7001

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ENG-003-LC-7002

TMCA9208

0307-07-0100-0000

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ENG-003-10-7000

IMGA9211



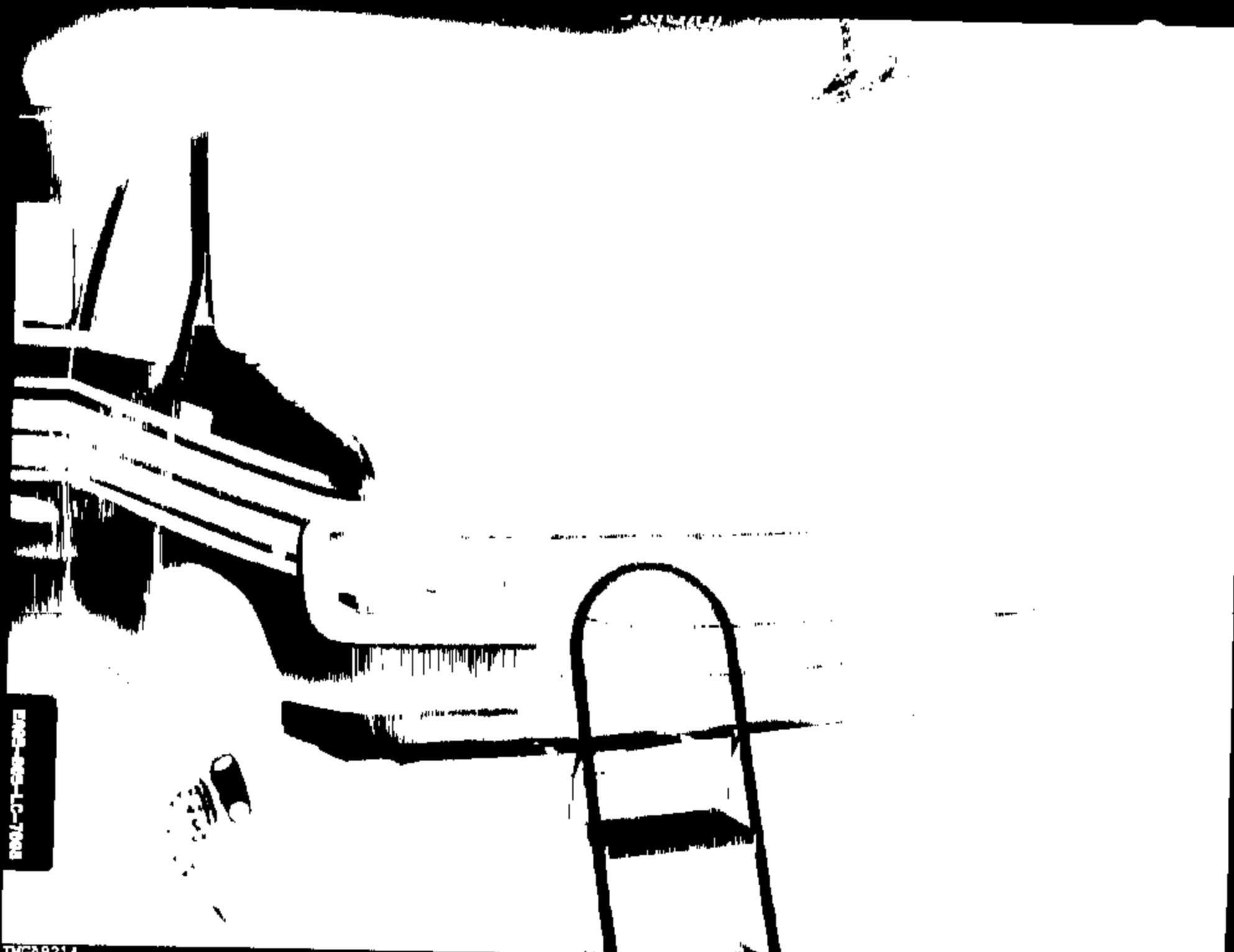
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ENCLOSURE LC-7001

ENC-002-LC-7000

MGA9215







EWING-2015-LC-7183

IMGA9218



FMCS-000-1-C-7104

IMGA9219





ERG-025-10-7100

IMGA9220\_1



ENG-003-LO-7108

IMGA9222



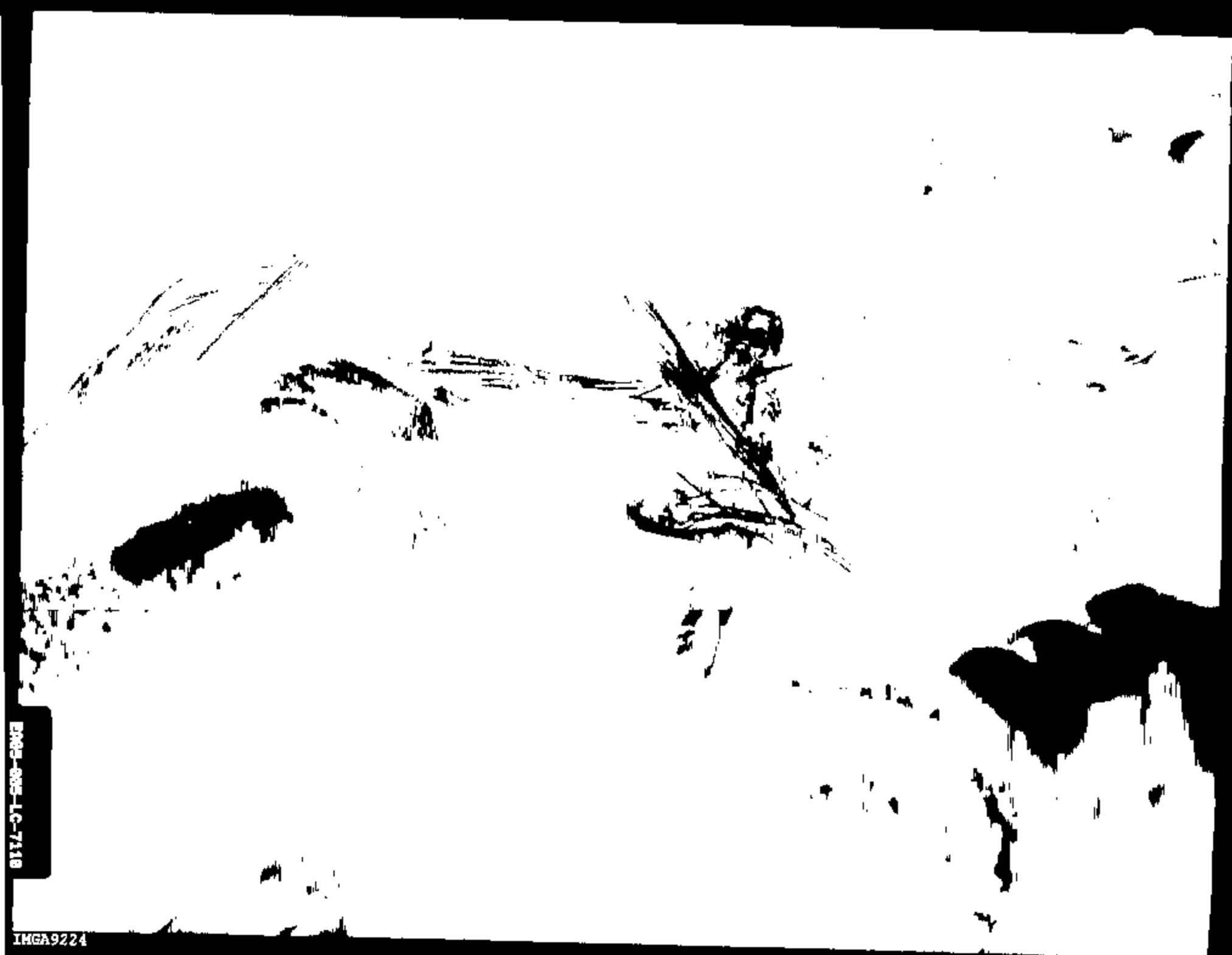
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EMOS-005-LC-7110

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ENG-803-LC-7111

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BRIS-005-LO-7119

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ENCLOSURE-10-7119

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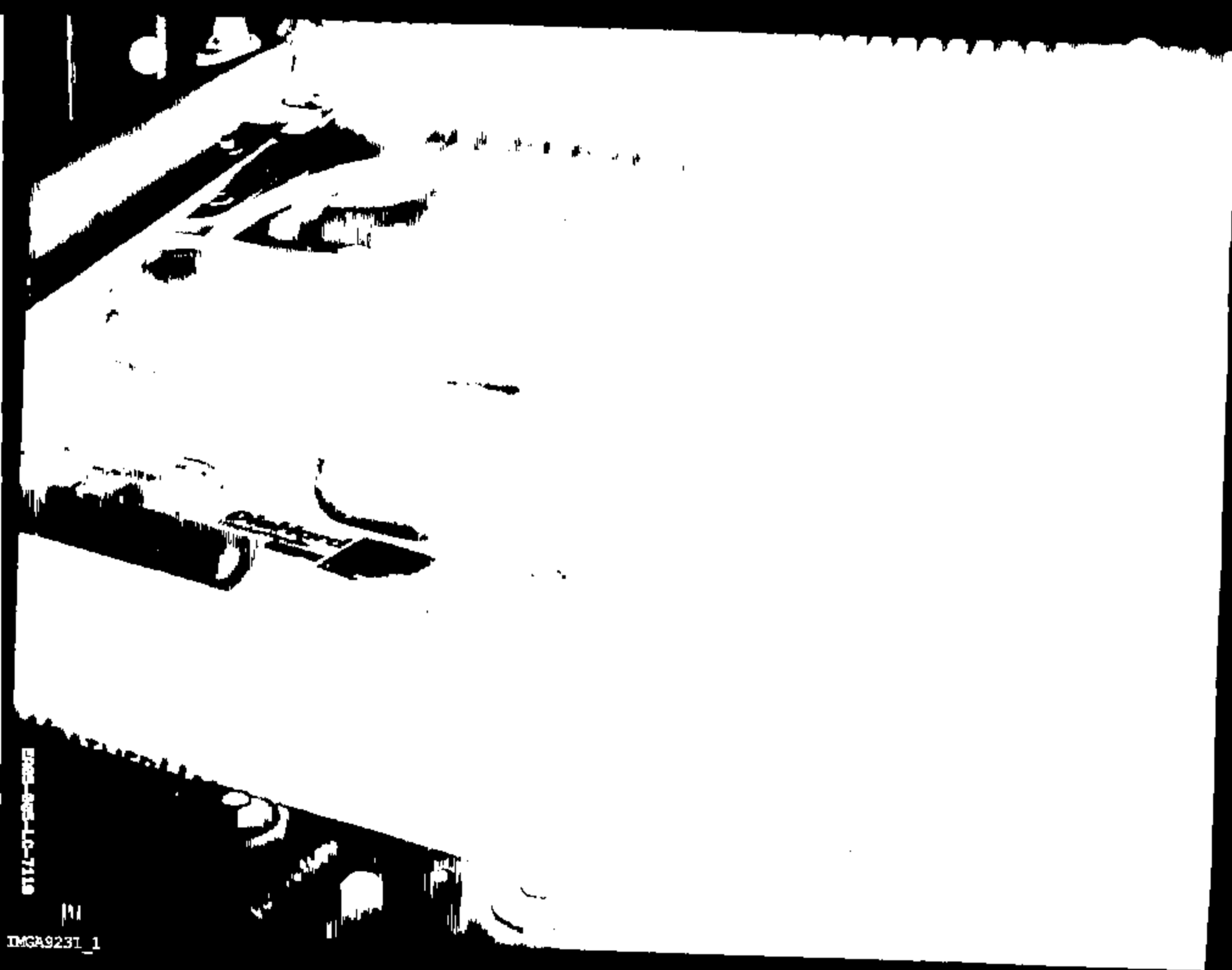


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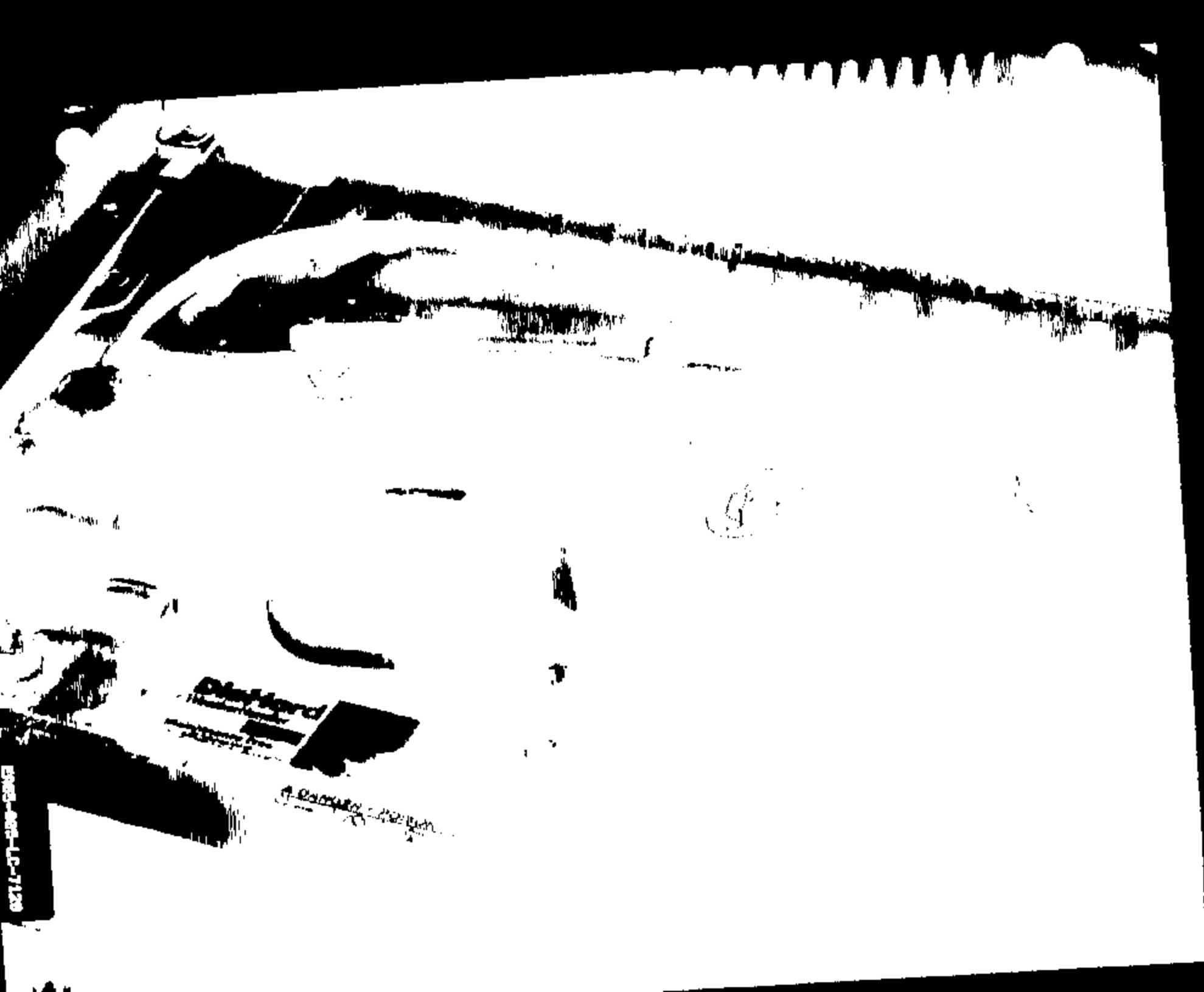
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WASHER

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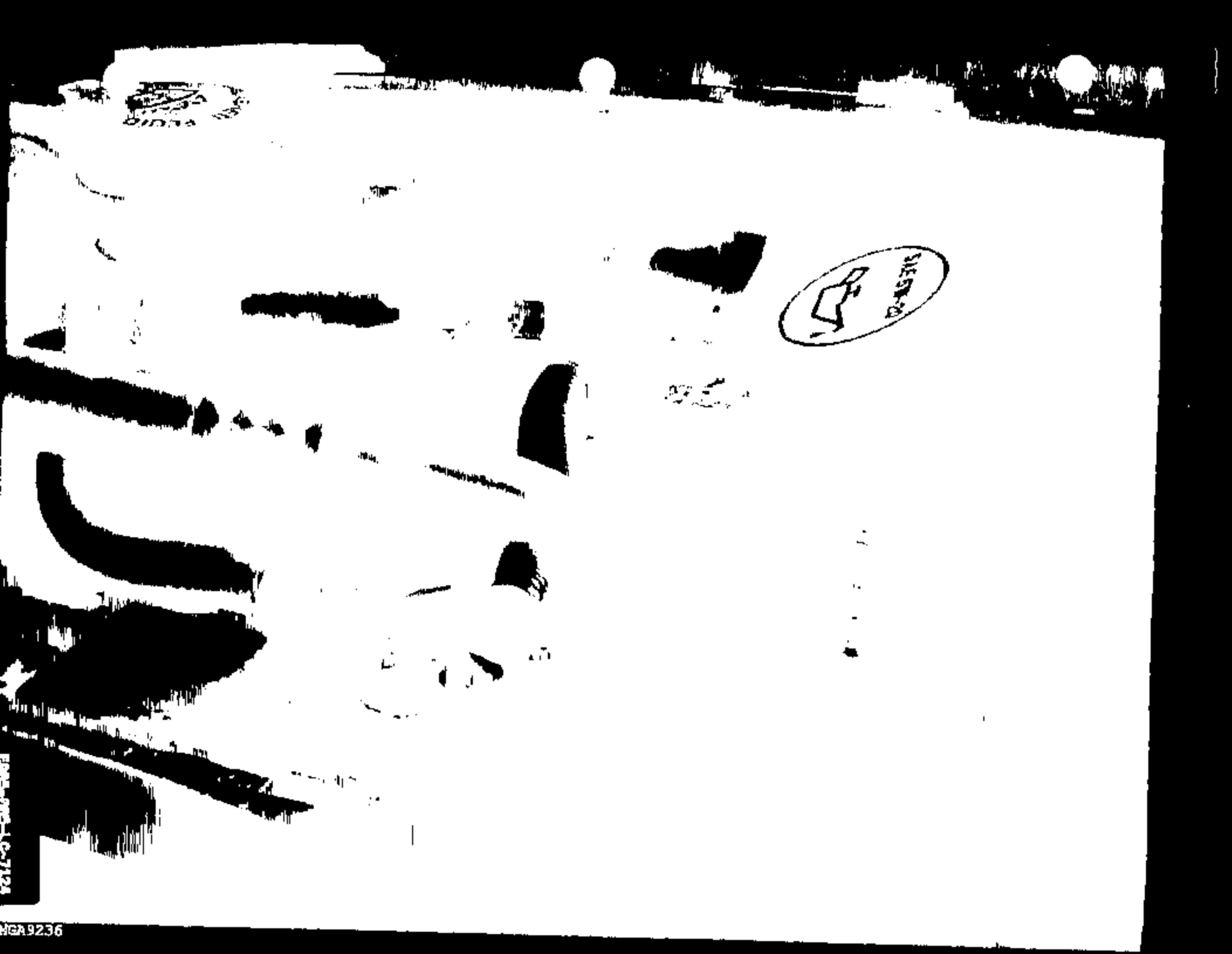






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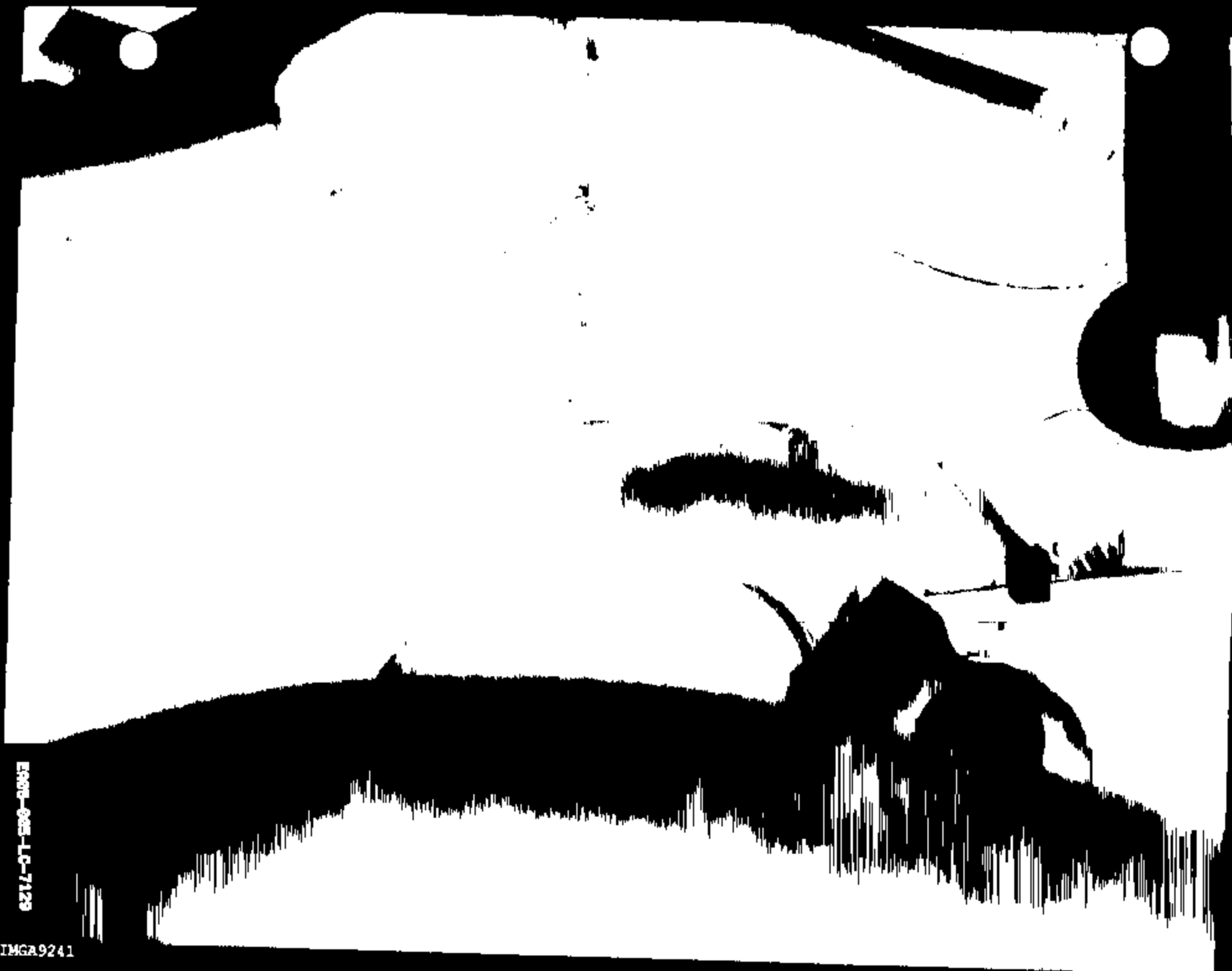




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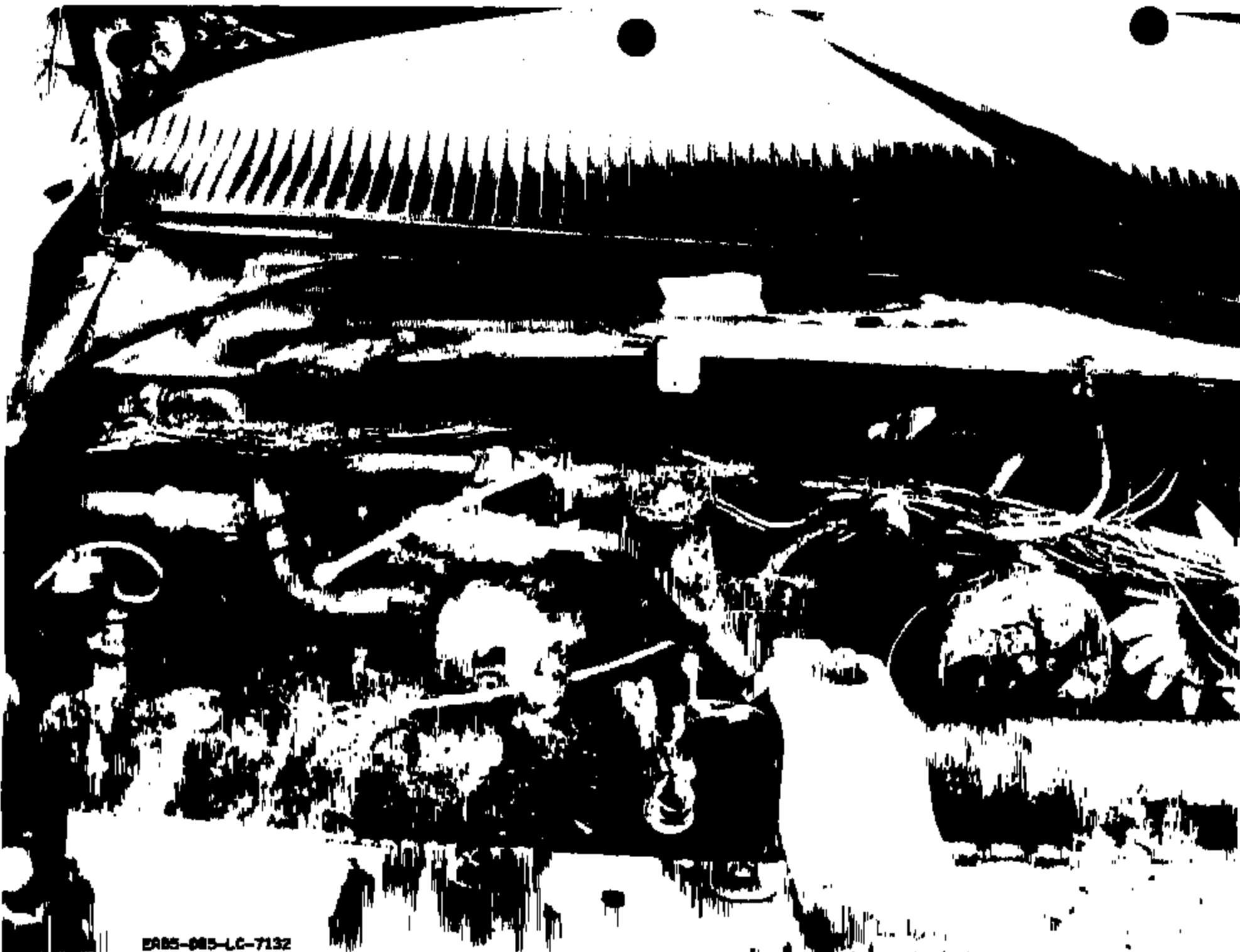
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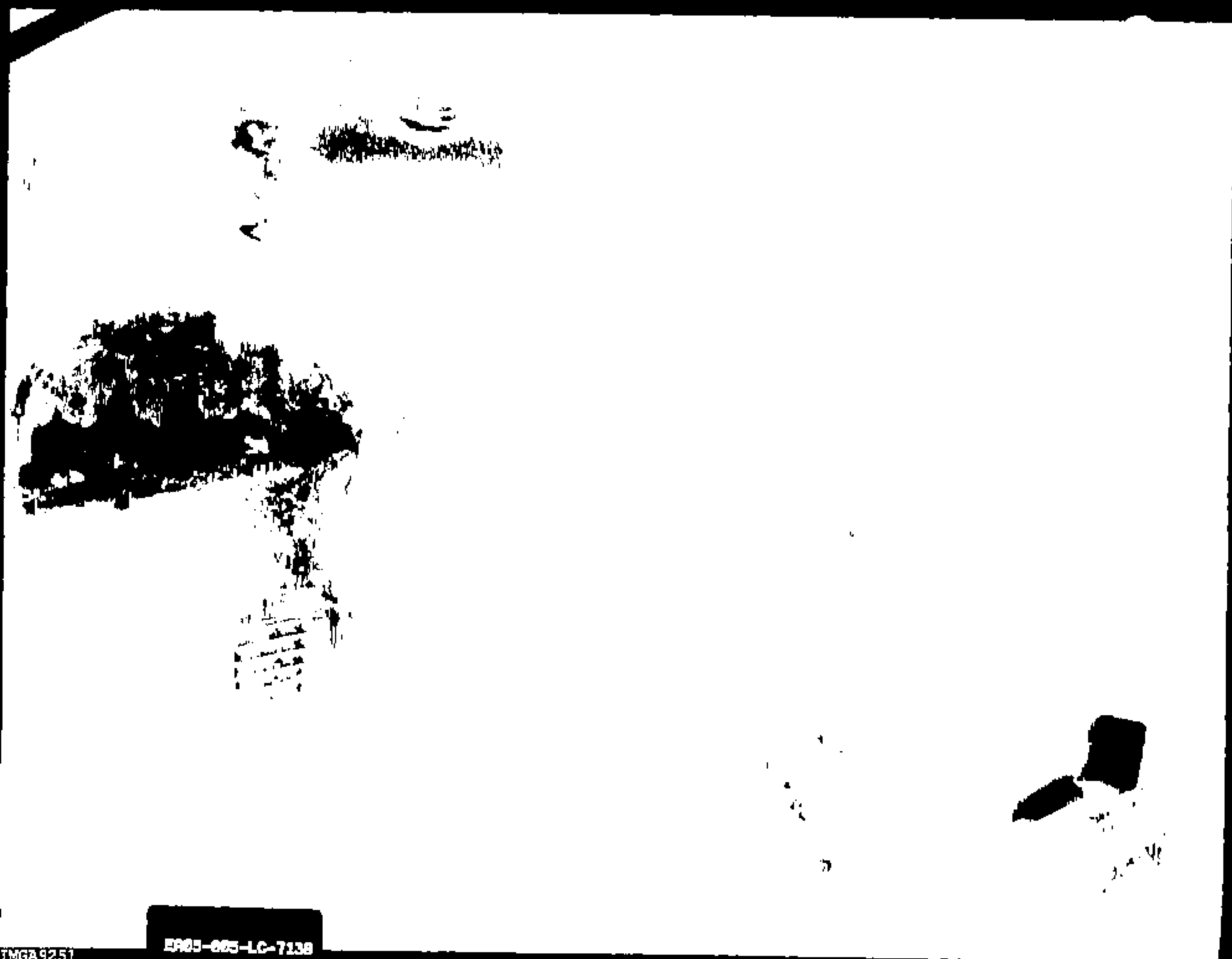
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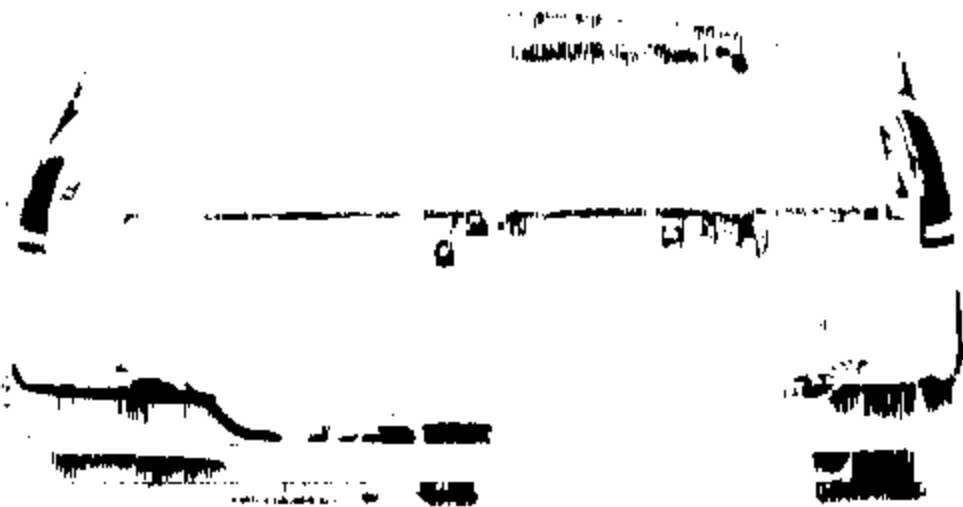
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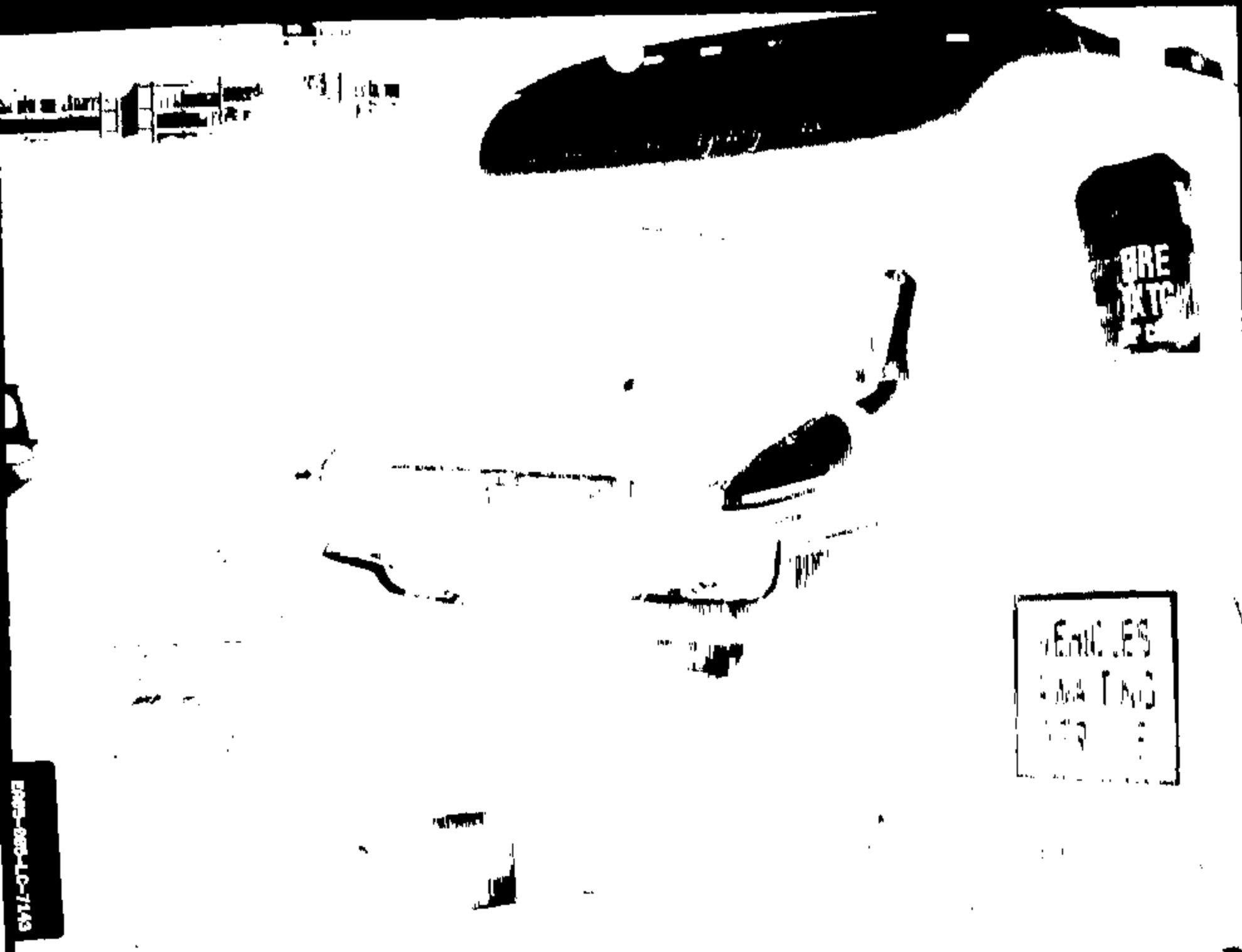
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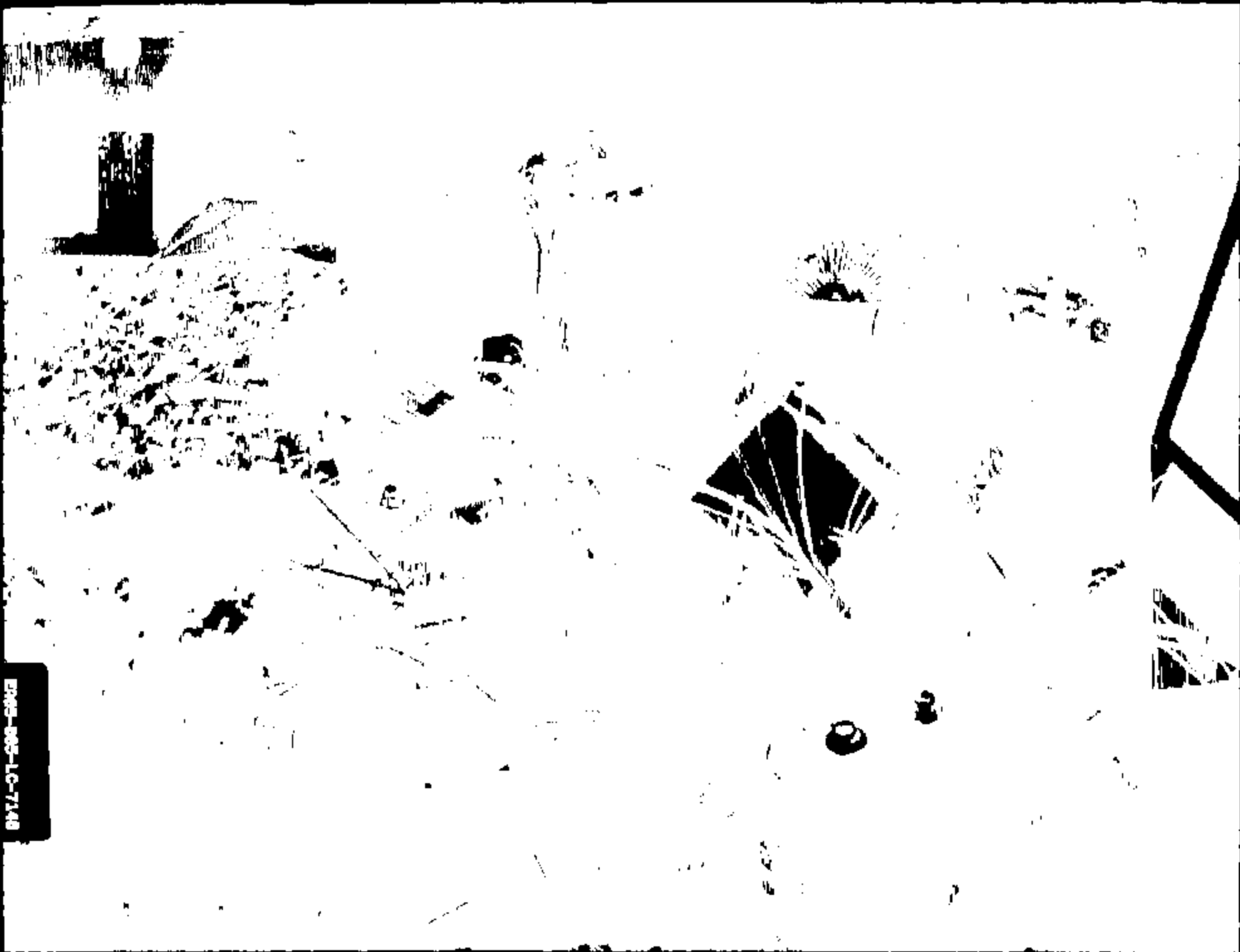
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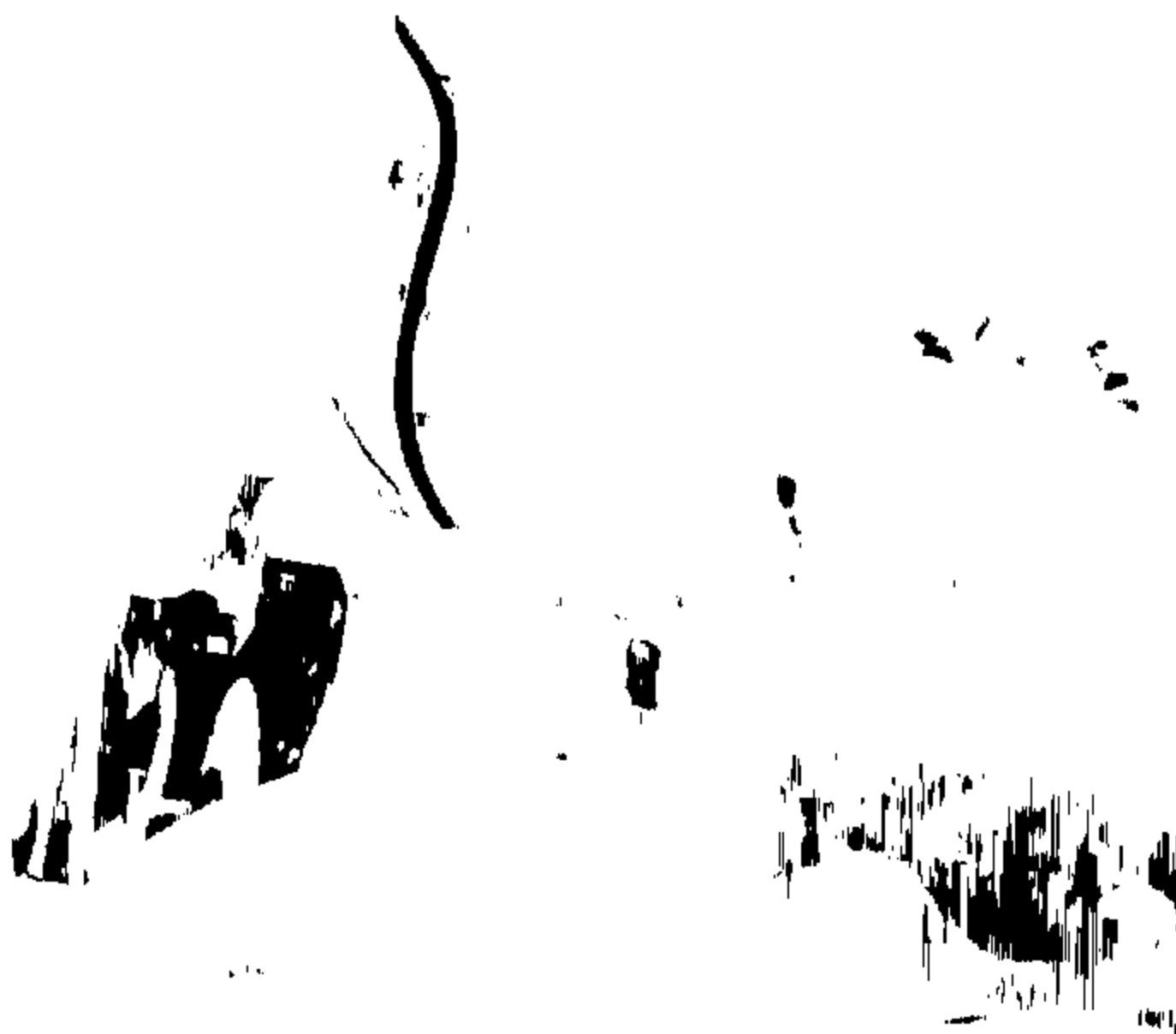
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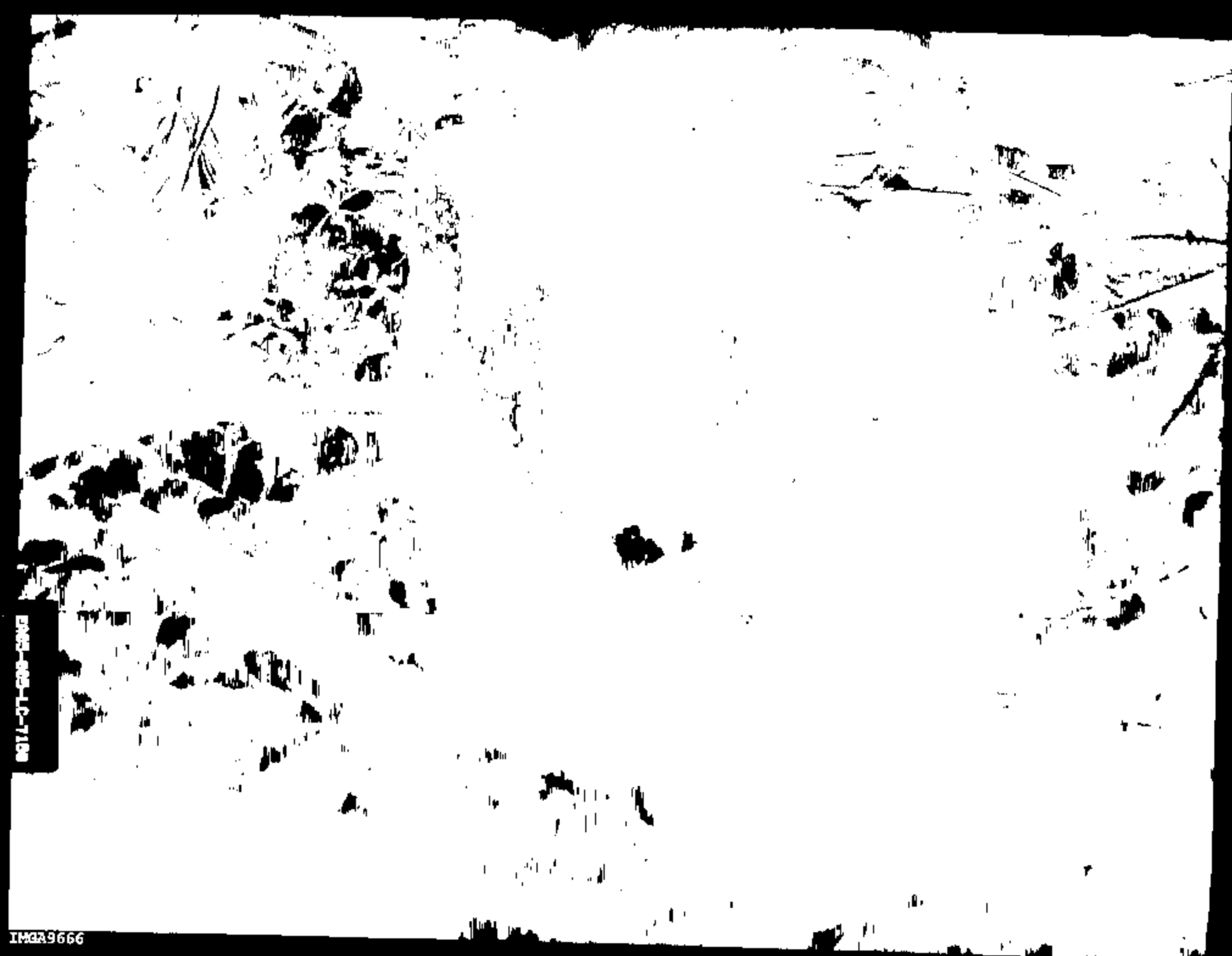


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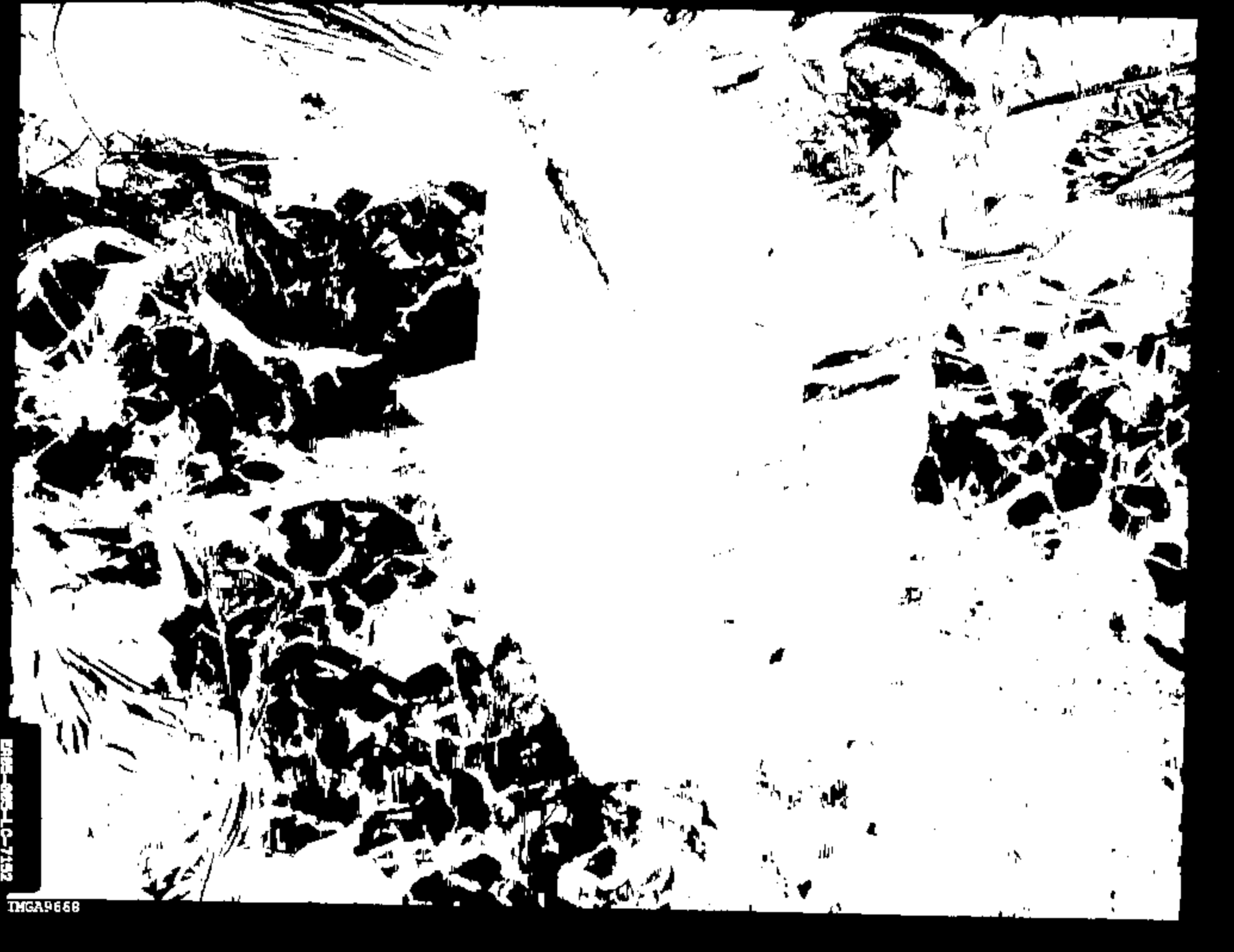
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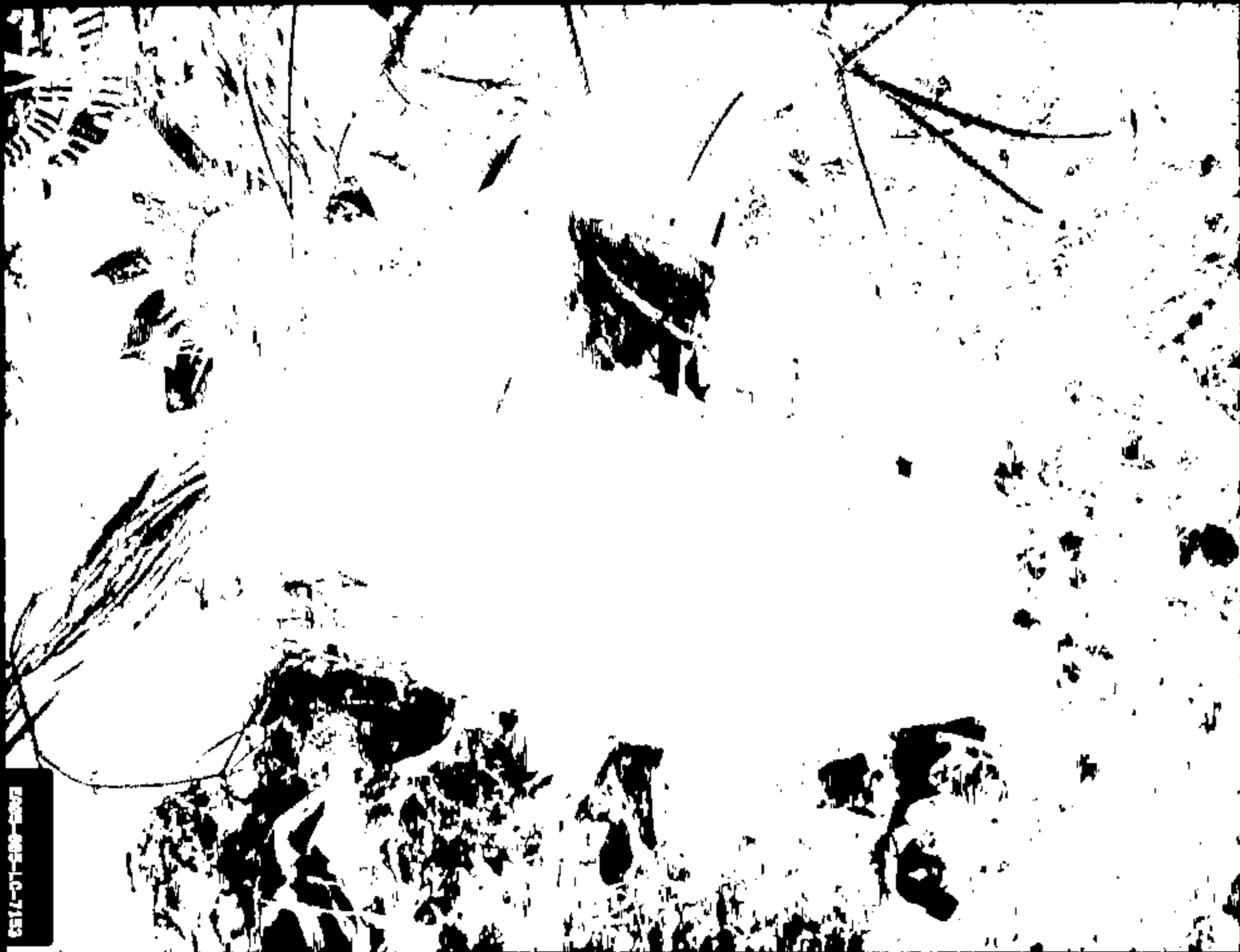
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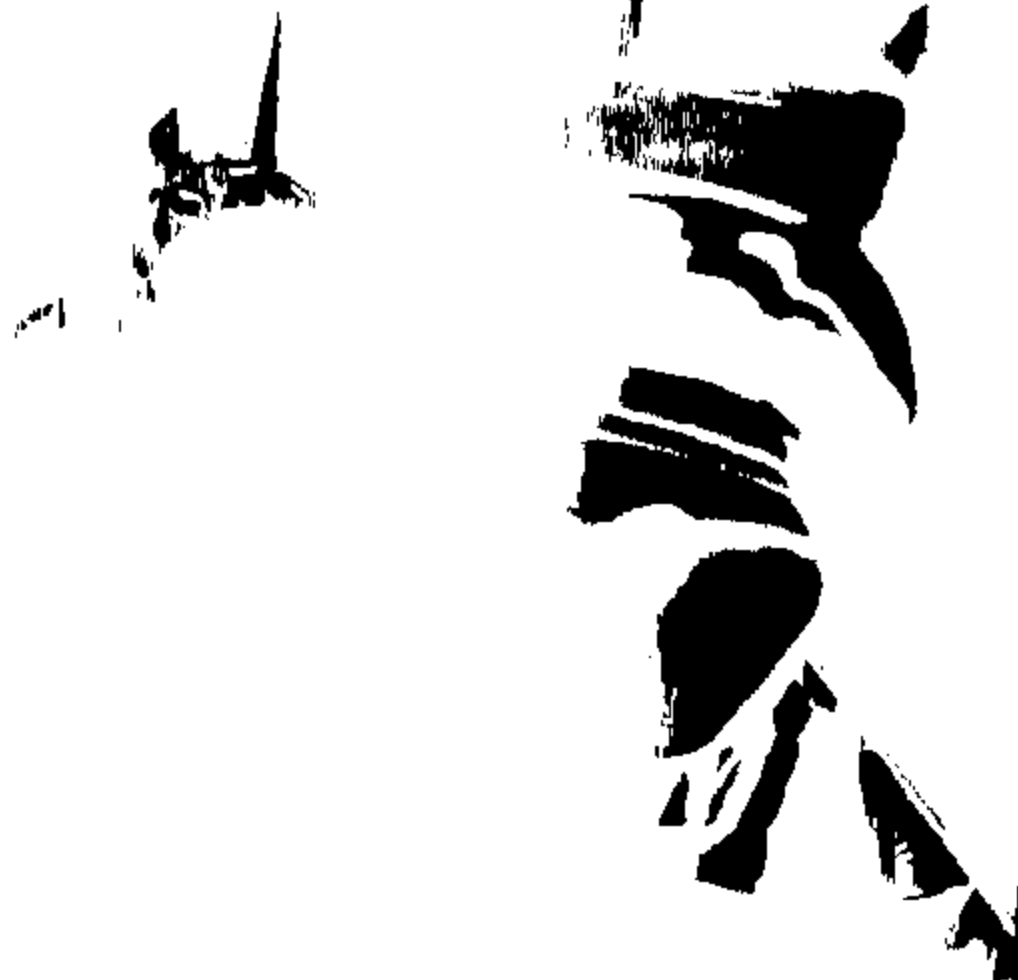
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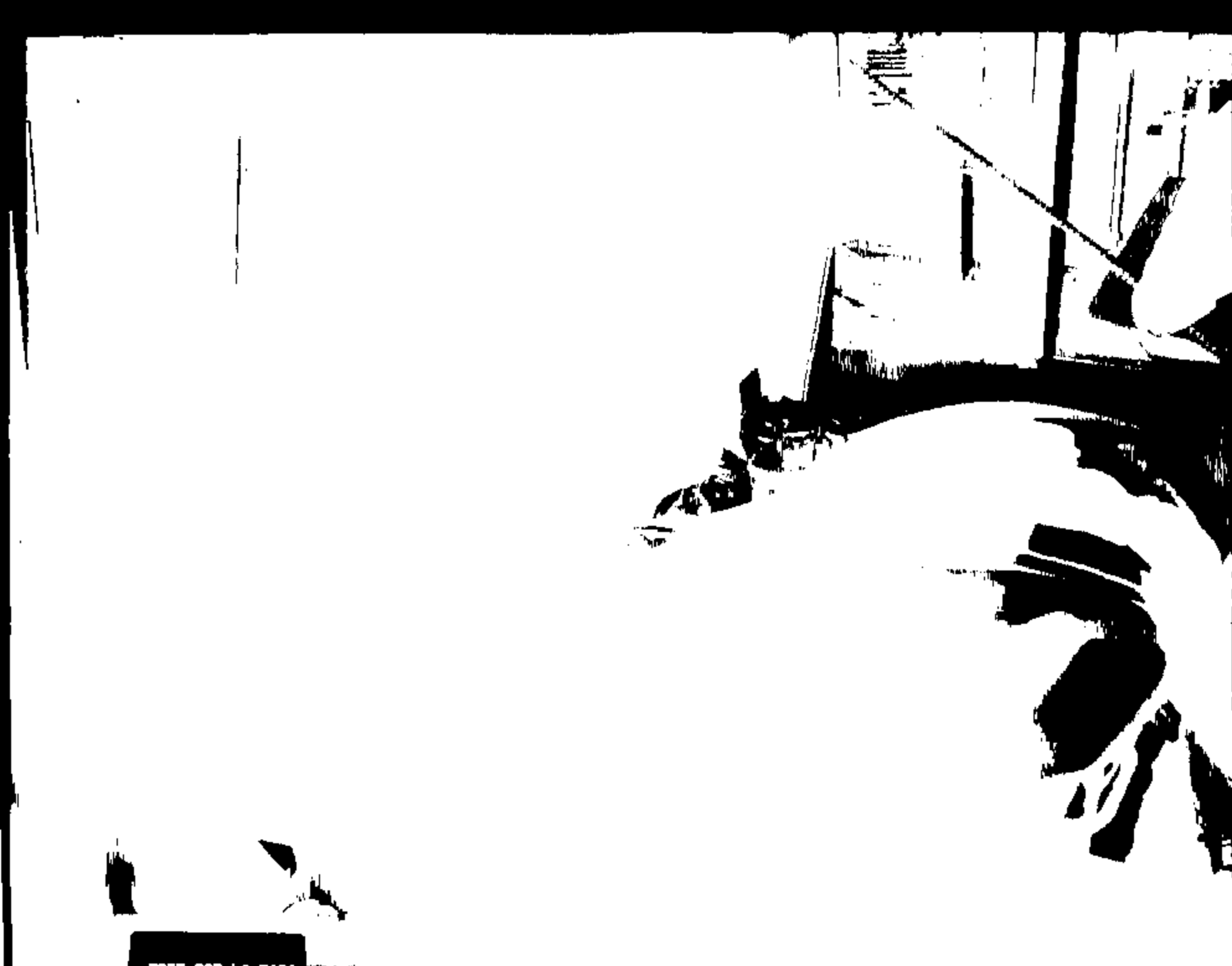


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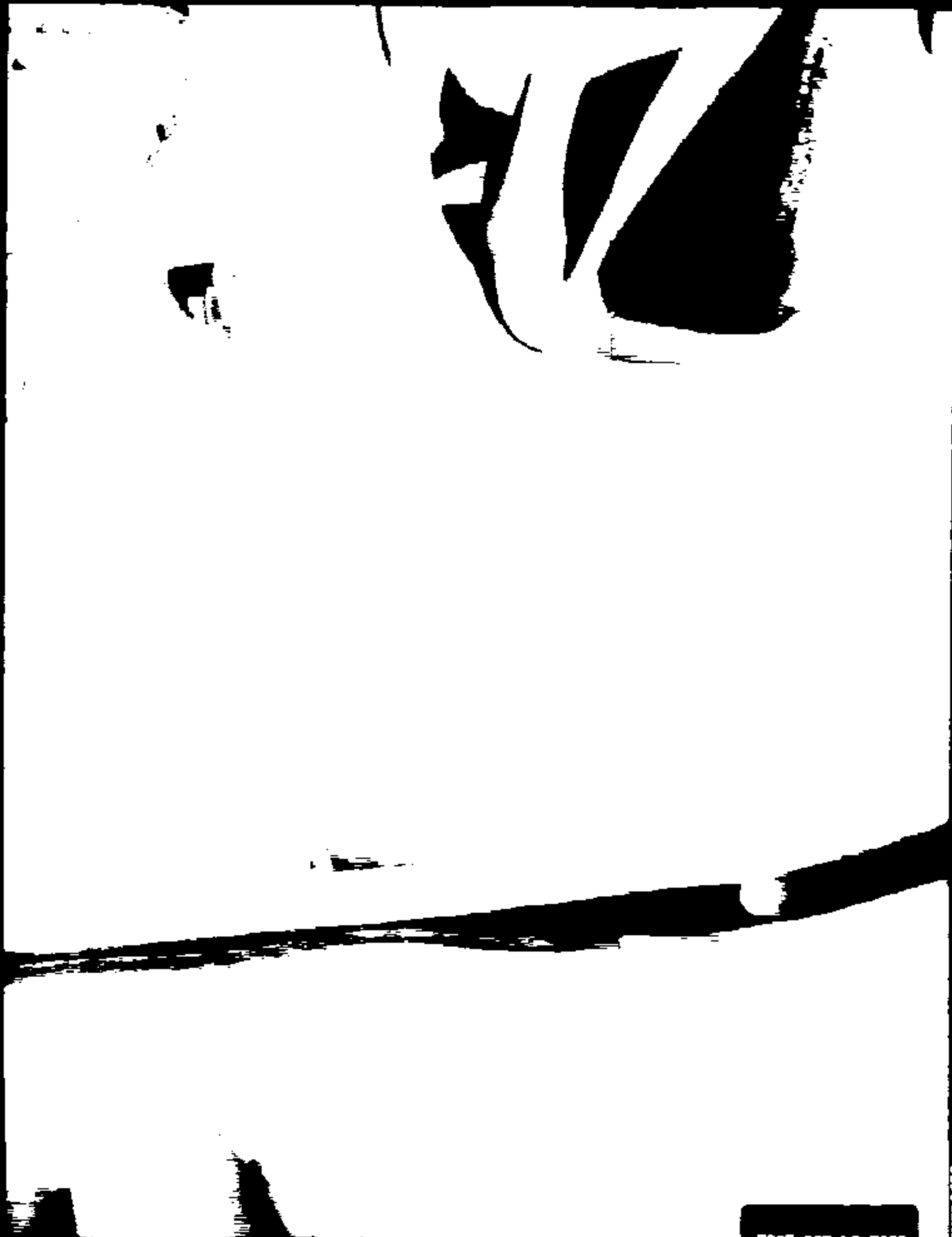




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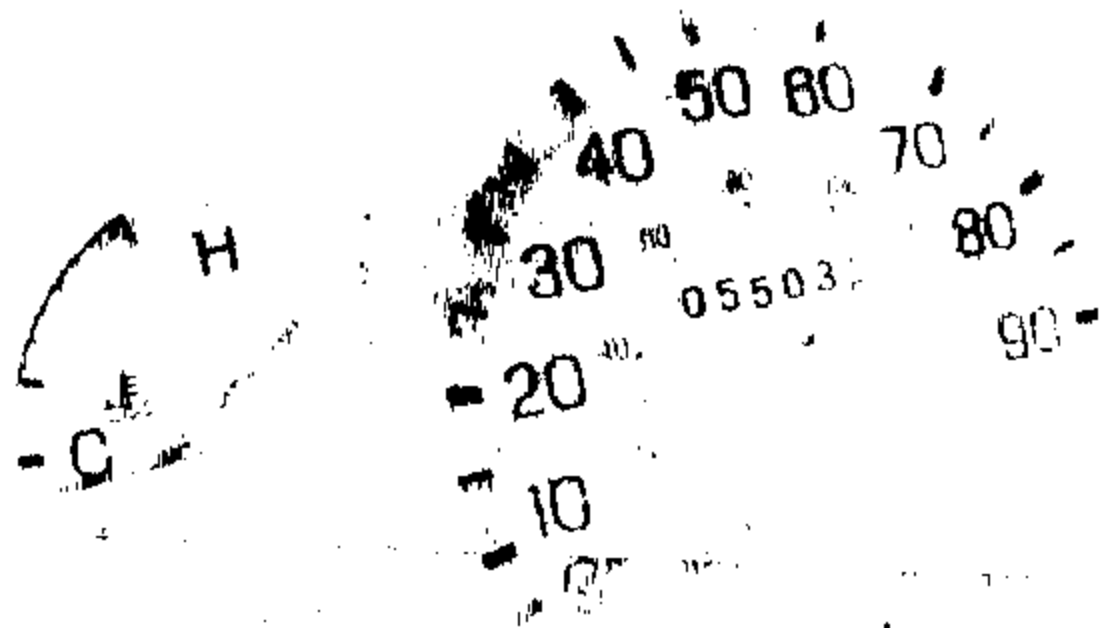
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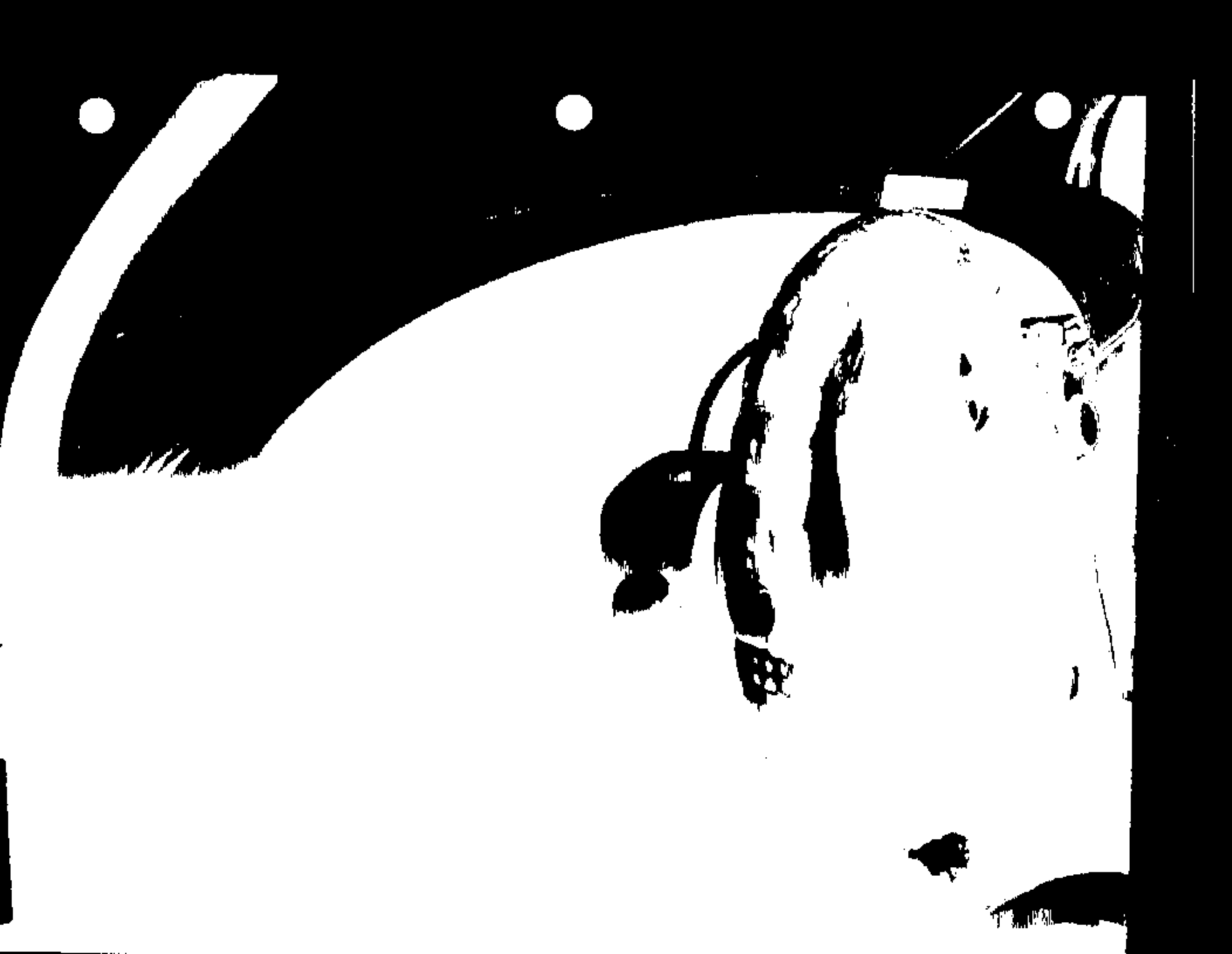
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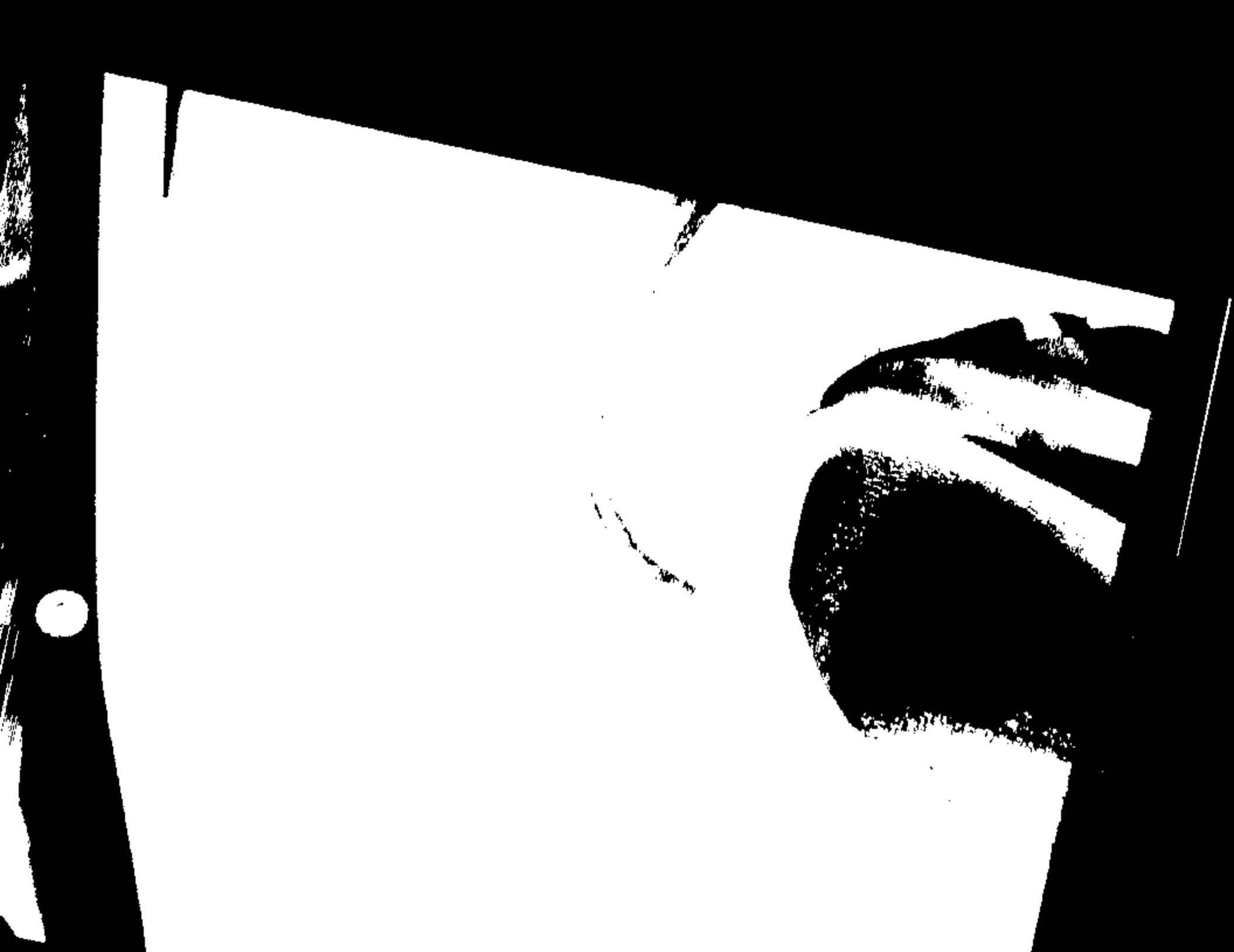
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ENG-005-LC-7170



ENG-008-LS-7171



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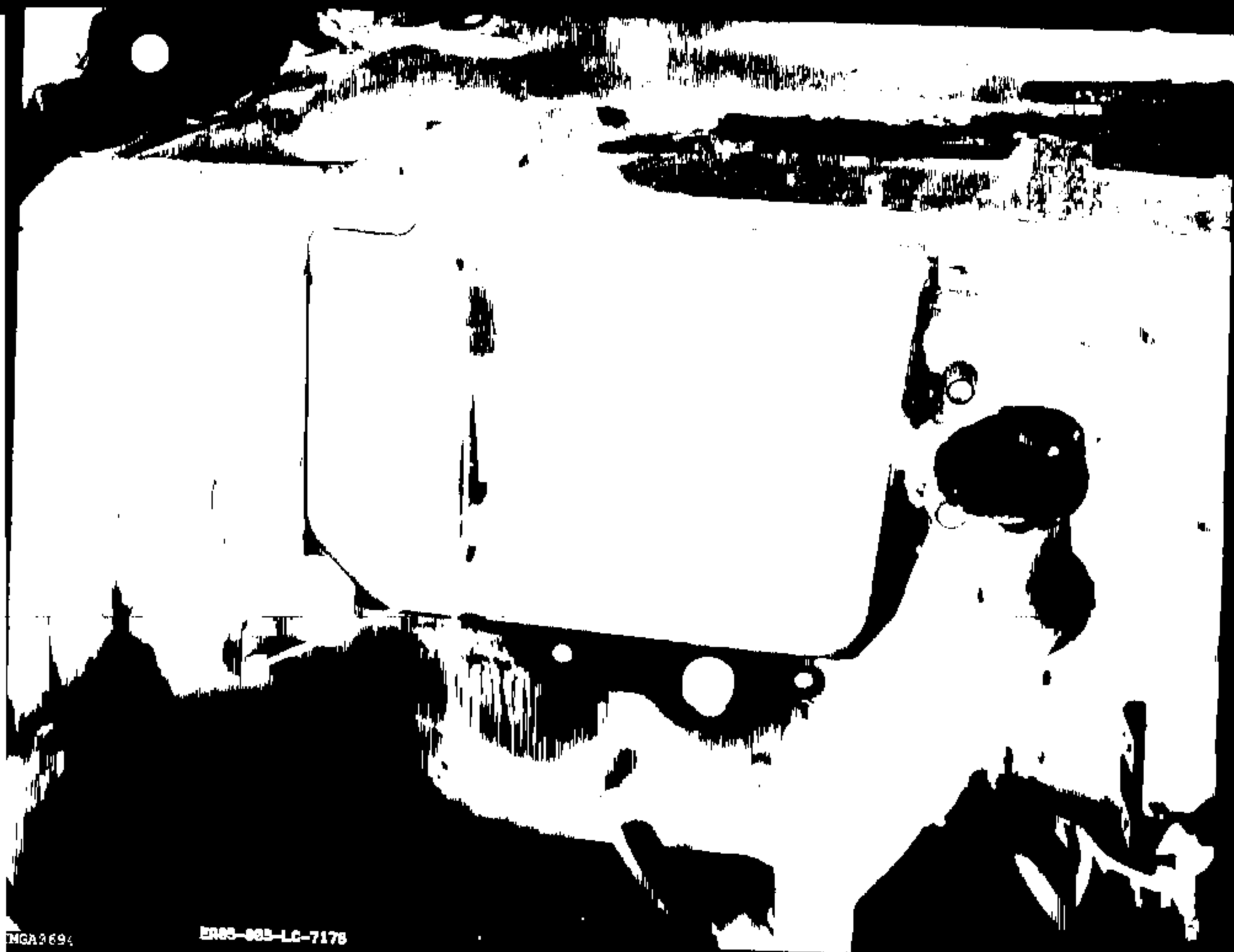
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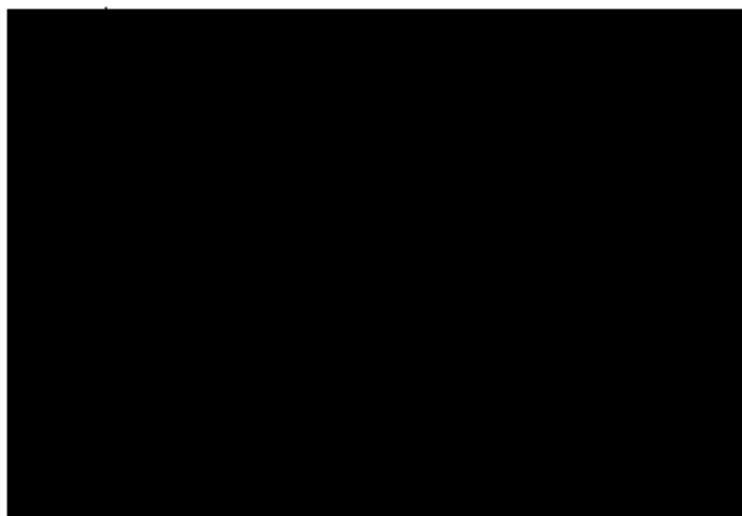


BR05-085-LC-71A6

MGA9702







STEPHEN B. ELGGREN, P.C.  
Stephen B. Elggren (0970)  
Attorney for Plaintiff  
7390 South Creek Road #201  
Sandy, UT 84093  
P.O. Box 900790  
Sandy, UT 84090-0790  
Telephone: (801) 304-3600  
Fax: (801) 304-9996  
No: 04001496

IN THE SECOND DISTRICT COURT OF WEBER COUNTY  
STATE OF UTAH

[REDACTED]  
Plaintiff,  
  
vs.  
  
FORD MOTOR COMPANY, a Delaware  
corporation,  
  
Defendant.

COMPLAINT

Civil No. 11990942

Judge 1199115

Plaintiff complains of Defendant and alleges:

1. Jurisdiction is proper in this Court as a result of a motor vehicle fire which is occurred at

[REDACTED] Ogden, Utah.

2. Defendant manufactured a 1995 Ford Bronco VIN 1FMEU15H6S [REDACTED] (the "Ford")

3. [REDACTED] (the "Insured") purchased the Ford from Sherm's Store, Inc. on or about

March 3, 2004.

4. On or about July 19, 2004, the Ford started on fire and caused damages to the Insured.
5. The Ford was defective or contained defective parts at the time of the fire.
6. The defective parts or vehicle were manufactured by Defendant.
7. Plaintiff provided insurance for the insured and has made payment to the insured for damages the Insured suffered as a result of the July 19, 2004 fire.
8. As a result of the payment made by Plaintiff to the insured, Plaintiff is subrogated to the rights of the insured against the Defendant.
9. As a result of the defective vehicle or parts manufactured and/or installed by Defendant in the Ford, Plaintiff has been damaged.
10. Defendant owes Plaintiff the sum of \$72,449.43 together with interest thereon at the rate of 10% per annum, which sum includes the insured's deductible of \$500.00.

WHEREFORE, Plaintiff prays judgment against Defendant in the sum of \$72,449.43, together with interest accruing thereon at the statutory rate, costs of court and general relief.

STEPHEN B. ELGGREN, P.C.

STEPHEN B. ELGGREN  
Stephen B. Elggren  
Attorney for Plaintiff

Plaintiff's Address:  
701 Fifth Ave.  
East Des Moines, IA 50309-2011

F:\ew\mp41496



# Allied Insurance

a member of Nationwide Insurance

Salt Lake City Office  
7396 Union Park Ave., Ste. 301  
Midvale, UT 84047-6703

August 5, 2004

Shawn Norton  
Ford Motor Company  
3 Parklane Blvd  
Suite PTW 300  
Dearborn, MI 48119

RECEIVED AUG 16 2004

500/18

**OUR INSURED:**

**OUR CLAIM NUMBER:**

**DATE OF ACCIDENT:**

**AMOUNT:**

**PENDING COVERAGES:**

7/19/04

Current reserves are \$47,000

Structure, Personal Property, and Additional Living Expense

Our insured's property was damaged on the above date. Our investigation is still ongoing, but it has been determined that the fire was caused by a 1995 Ford Bronco which was parked in the garage. This letter is to put you on notice of possible subrogation against your company for the damages.

Allied will be paying for the damages to the structure, personal property, and additional living expenses incurred by our insured as a result of this loss. The payment of these damages gives us the right to recover the full amount of the loss from the responsible party.

You may wish to involve the services of your own origin & cause people who can contact Robert "Jake" Jacobsen of Burn Pattern Analysis at (801)748-1142. He will be able to work with you to provide access to the vehicle for your investigation.

If you have any insurance that will cover this potential claim, you may wish to put them on notice or you may give us the name of your insurance company and we will make any claim to them. We consider the amount listed above to be preliminary and will notify you of any additional expenses.

Please complete the bottom portion of this letter and return it within (10) days. Thank you for your immediate attention in this matter.

Larry Anderson, AIC CCLA  
Special Claims Rep I  
Allied Property & Casualty Insurance  
(801)566-5802

Please provide us with the information below and return this letter.

Name of insurance company \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_ Agent Name \_\_\_\_\_  
Policyholder's Name \_\_\_\_\_ Policy Number \_\_\_\_\_

Allied Group, Inc.  
AMCO Insurance Company  
Allied Property and Casualty Insurance Company  
Depositors Insurance Company

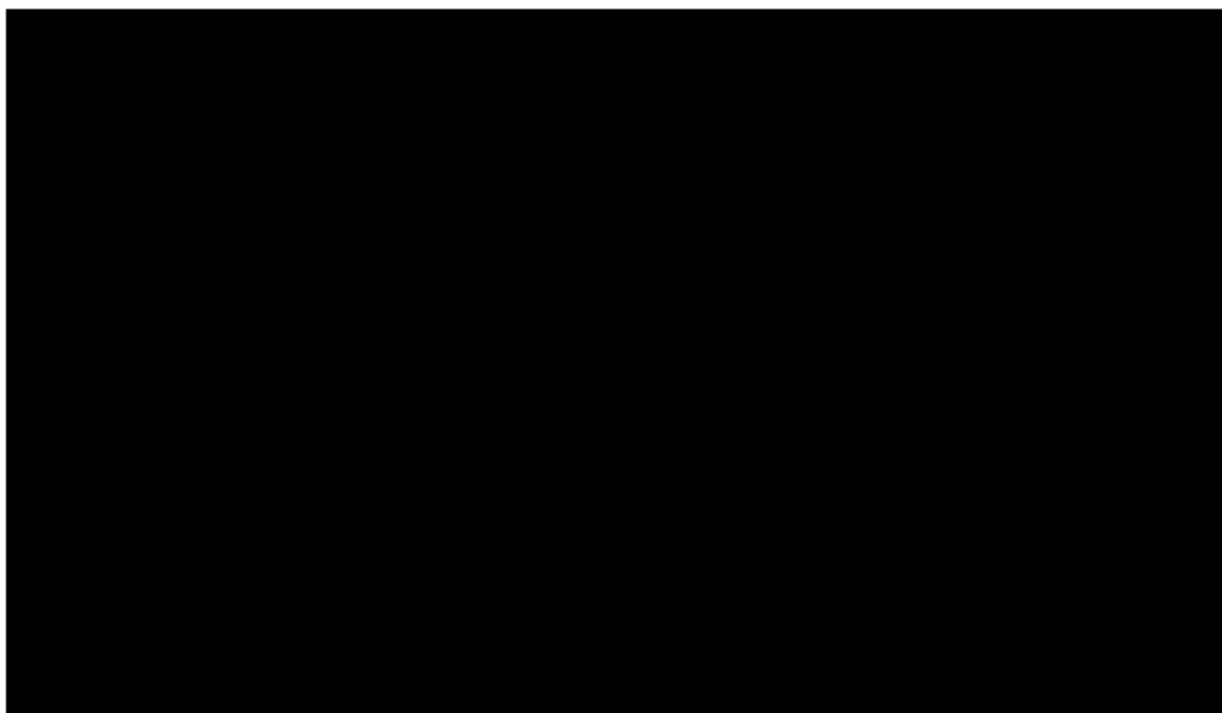
EA05-005-LC-7181

( ) I am not insured, my full payment is enclosed.

( ) I am not insured. My social security number is \_\_\_\_\_ Phone No. \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





TN01-03894  
Chambers, Jerrel

(1)

January 7, 2004

### ASSIGNMENT

Assignment received December 22, 2003, to conduct a vehicle fire examination. Examination commenced December 29.

### PRELIMINARY FINDINGS

The vehicle was a 2001 Ford Explorer, equipped with a V-6 throttle body fuel injection engine and an automatic transmission. The vehicle had suffered an engine compartment fire that resulted in extensive damage.

Examination established original ignition occurring on the interior of the engine compartment on the left side in the vicinity of a fuel line extending from the throttle body downward where it connected to a fuel line connector. Heat stress and oxidation patterns on the steering shaft near the manifold revealed the fuel line connector was riding on the sleeve end of the steering gear boot. Evidence was consistent with a snap-ring on the steering shaft boot snagging and pulling the metal fuel connector during the steering operation of the vehicle. It was apparent that this action had occurred over a period of time, which loosened the fuel line from the connector or tore the metal jacket on the fuel line, rupturing the neoprene and allowed fuel to be disbursed about the engine compartment.

The fuel disbursement action from the damaged connector and/or fuel line was greater when the engine was shut down, when fuel was not in demand and the pressure was bleeding off the pressurized fuel system. The fuel line connector was hanging freely out of its holder, which allowed it to come in contact with the steering shaft. Oxidation patterns, melting and fire involvement of various components parts and wiring clearly showed heavy fire progressing from the fuel line connector and the steering shaft upward and outward, which established the fuel source for the fire.

Evidence was consistent with the raw gasoline coming in contact with components and connectors for the electronic ignition system, which more likely than not encountered a high-voltage spark from the electronic ignition that served as the ignition source.

The insured said the he had trouble cranking the engine and would have to pump the accelerator to get the engine cranked. He purchased the vehicle in June or July of 2003 from Covington Pike Toyota. Since purchasing the vehicle, he has taken the vehicle back to the dealership twice for being difficult to crank and hard to keep the engine running when pulled up to a stoplight. He said he would have to keep one foot on the brake and the other foot on the accelerator peddle to keep the engine running.

TN01-03894

(2)

January 7, 2004

INVESTIGATION

██████████ said that he had pulled up at his brother-in-law's tire store and parked his vehicle on the side. He visited approximately 15 to 20 minutes. He got in the vehicle to leave and turned the ignition system "on" to crank the engine when the fire occurred. His brother and several workers noticed smoke coming from the engine compartment. He jumped out of the vehicle and observed smoke and fire coming from the front of the vehicle. He could see fire on the ground below the left side of the vehicle at the engine compartment. The fire department was notified and responding firefighters arrived and extinguished the fire.

██████████ said that the problem was getting worse again and that he was just before taking the vehicle back to Covington Pike Toyota for the previously stated problems. He did not know what repairs, if any, were performed on the vehicle the two times he had taken the vehicle in for the problem.

██████████ said that he purchased a 40,000-mile extended warranty when he purchased the vehicle.

COMMENTS

A verbal report was given to you on December 29, 2003. The scope of the requested vehicle fire examination is complete. As instructed, this file will be closed. If follow-up is needed, the file can easily be reactivated.

EXHIBITS

- 1) Vehicle Inspection Report
- 2) Six Mounted Color Photographs with Explanation Sheet
- 3) Extra Photographs
- 4) Negatives (Sent Separately)

Gerald Alsop, CFI  
Senior Investigator  
901-375-4062

TN01-03894

(3)

January 7, 2004

GA/cj  
Enclosures

TIN01-03894

(4)

January 7, 2004

PHOTOGRAPH EXPLANATION

- 1) View of the left front section of the vehicle and the burn patterns depicted to the hood and fender area
- 2) Overall view of the engine compartment and the patterns depicted to the underside of the hood
- 3) View of the origin area depicted by the red lines emanating from the fuel line and fuel connector
- 4) View of the fuel line and the fuel line connector as depicted by the red circle
- 5) View of the steering shaft and the remains of the sleeve on the gearbox boot. The red circle depicts the snap-ring area
- 6) View of the left valve cover and the melting displayed from fire impingement. The red arrows depict the direction of fire flow

Court Address: 140 Adams Avenue, Suite 106, Memphis, TN 38103

Our File No. 04-00907-DLRH

Summons Covington Pike Toyota and Ford Motor Company

CIVIL  
SUMMONS

To appear before the General Sessions Court of

Shelby County, Tennessee, on the 28 day

of September, 2004, at 1:30 a.m./p.m.,

then and there to answer in a civil action brought by

Farmers Ins. ASO Jerrel Chambers

For

money paid by the Plaintiff in the amount of 13,384.13 as evidenced by the Affidavit

attached hereto for losses, injuries & damages arising from the negligence of the

Defendant being the sole & proximate cause of the collision.

Under \$25,000.00

Judgment for \_\_\_\_\_ against \_\_\_\_\_ for

\$ \_\_\_\_\_ plus interest at the rate of \_\_\_\_\_ % and cost of

suit, for which execution may issue.

Judgment entered by: ☐ Default ☐ Agreement ☐ Trial

Dismissed: ☐ Without prejudice ☐ With prejudice

Costs taxed to: ☐ Plaintiff ☐ Defendant

Defendant(s) \_\_\_\_\_

in court and admitted to jurisdiction of court.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Judge, Div. \_\_\_\_\_

ORDER

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Judge

NOTICE

Tennessee law provides a four thousand dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

To the best of my information and belief, after investigation of Defendant's employment, I hereby make affidavit that the Defendant is/is not a member of a military service.

AFFIDAVIT

Attorney for Plaintiff or Plaintiff

Notary Public

My Comm. Exp.: \_\_\_\_\_

vs.

Plaintiff(s)

Covington Pike Toyota, Inc.

Defendant.

CT Corporation System 530 Gay Street

Address

Knoxville Tennessee 37902

Ford Motor Company, Inc.

Defendant.

CT Corporation System 530 Gay Street

Address

Knoxville Tennessee 37902

Defendant.

Address

CIVIL WARRANT C16000

Court of General Sessions

Chris Turner, Clerk

By \_\_\_\_\_, Deputy Clerk

Issued \_\_\_\_\_, 20\_\_\_\_

Set for Sept. 28, 2004 At 1:30

Reset for \_\_\_\_\_

Served Upon: ☐ All Named Defendants

☐ All Defendants Except:

FORD MOTOR COMPANY

C/O C.T. CORP.

Served 9-4, 2004

Jack Taylor

Sheriff/Constable (Process Server)

Christopher W. Conner, Atty (BPRO17724)

P.O. Box 2466, Knoxville, TN 37901-2466

Attorney for Plaintiff (C16000)

Telephone (865) 544-3000 Fax# (865) 637-1709

Attorney for Defendant

AFFIDAVIT

STATE OF Maryland  
COUNTY OF Baltimore

I, [REDACTED] Group, after being duly sworn according to law, say as follows:

1. That I am over the age of 18 years old and am not an incompetent person.
2. That the information contained herein comes from the records of the company kept in the ordinary course of business.
3. [REDACTED] Group provided insurance coverage for our insured.
4. That the Defendant(s) was at fault in the above styled cause of action as is reflected by our investigation and which caused damage and/or personal injury to our insured in the amount of  
13324.13  
\$15,106.04 (92)
5. The amount of damages and/or personal injury paid to or on behalf of the insured totals  
13324.13 (92)  
\$15,106.04 for which reimbursement is being sought and to this date has not been paid.
6. I further state upon information and belief that the above named individual is not in the military service.

Further the Affiant saith not.

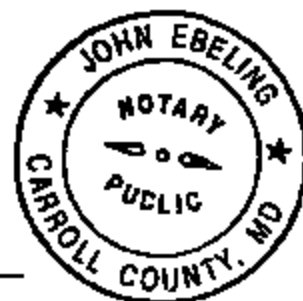
This the 23rd day of April, 2004.

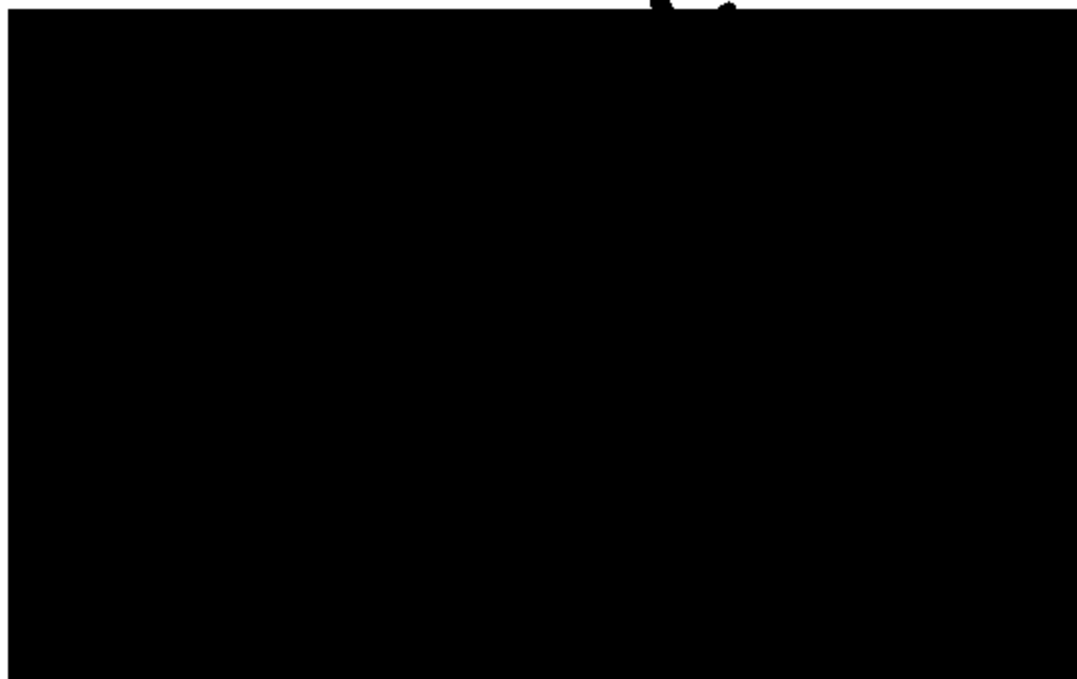
Ellen [Signature]  
AFFIANT

Sworn to and subscribed before me this the 23 day of April, 2004.

[Signature]  
NOTARY PUBLIC

My commission expires 10/11/2004.







LAW OFFICES  
OF  
**Roger S. Mackey**

14008 PARKEAST CIRCLE  
CHANTILLY, VIRGINIA 20151

(703) 818-8830

ROGER S. MACKEY\*\*  
MARK J. BEACHY\*\*  
MICHAEL V. DURKIN\*\*  
AMY L. EPSTEIN\*\*  
(TUC MO -VA)

FRANCIS G. MARRIN\*\*  
PAUL R. PEARSON\*\*  
ROCCO P. PORRECO\*\*  
BEVERLEY A. RAMSEY\*\*  
SCOTT E. SNYDER\*\*

Where Direct Line (703) 818-8948  
FAX (703) 818-8831

**VIA UPS OVERNITE EXPRESS**

April 17, 2002

Ford Motor Company  
Customer Relations Center  
P.O. Box 6248  
Dearborn, Michigan 48126



RE: Our Insured: [REDACTED]  
Claim No.: [REDACTED]  
D/A: 3/24/02  
Our File: 020281

**To Whom It May Concern:**

Please be advised that I represent Travelers in its subrogation claim arising from a fire which destroyed the residence of its insured, Donald and Denise Chandler, located in Washington, Virginia.

Our initial investigation indicates the fire originated in the Chandler's 1999 Ford Ranger with Stock #02019387415, and was the result of negligent design and/or negligent manufacturing.

If you, or anyone on your behalf, wishes to examine the fire scene, you must contact me immediately as it is currently scheduled for demolition. I will attempt to hold off demolition for approximately seven (7) days from the date of this letter. If I have not heard from you within that time then I assume you are waiving any opportunity you may have to view the fire scene.

*Staff Counsel for the Travelers Insurance Companies  
A Member of Citigroup*

ERG-885-LC-7188

Ford Motor Company  
Page 2

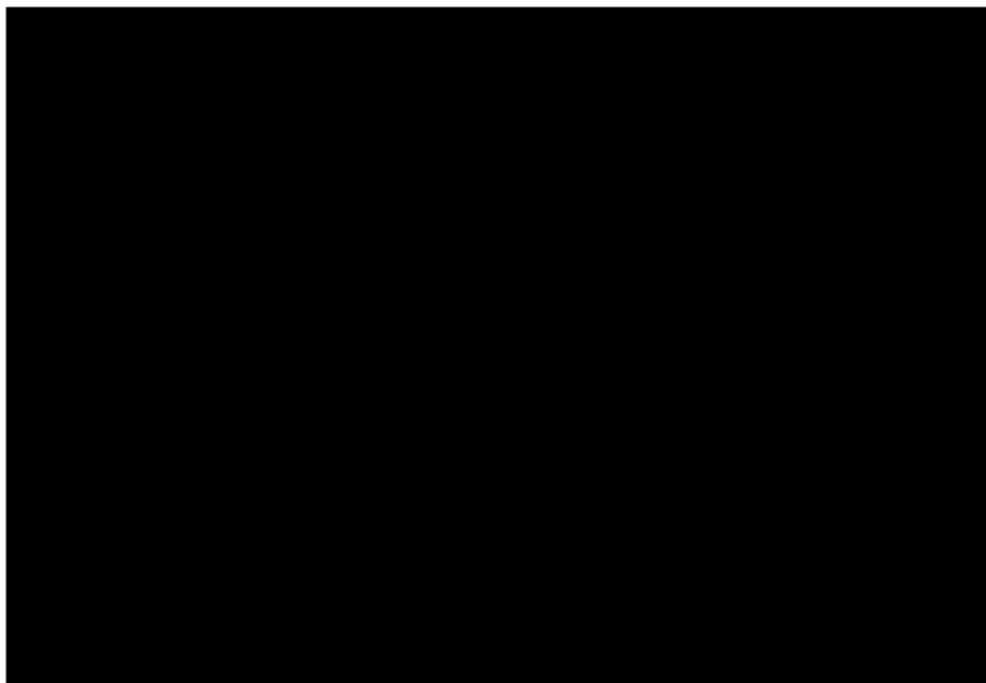
The subject vehicle is in the custody of Travelers and is currently being stored at our Loss Prevention and Engineering Lab located in Windsor, Connecticut. You will be notified prior to any examination of said vehicle.

Thank you for your attention to this matter.

Sincerley,

Scott E. Snyder  
SES:abm

cc: Lois Powers, Claim Representative  
Travelers



Att: Jeff Wilson

**FIRE ORIGIN AND CAUSE INVESTIGATIVE REPORT PREPARED FOR:**

[REDACTED]  
[REDACTED] 106-514  
El Cajon, CA [REDACTED]

Carrier: [REDACTED]  
Claim No. [REDACTED]

Copy to: Mr. Jeff Wilson  
[REDACTED]

Insured: CHAPMAN

Location of Loss: [REDACTED]  
National City, CA

Date of Loss: February 9, 2000

David E Johnson  
File No. 200.9

**David E. Johnson & Associates**

*Fire and Explosives Scene Consultants and Investigators*  
California State License No. FC-71761

P.O. Box 486  
San Marcos, CA 92069

February 9, 2000  
File No. 200,9

To:

[REDACTED]  
El Cajon, CA

Carrier: [REDACTED]  
Claim No. [REDACTED]

Insured: Daniel Chapman

Location of Loss: [REDACTED]  
National City, CA

Type of Loss: One story, single family dwelling/1999 Ford Explorer  
Fire - Accidental

Date and Time of Loss: February 8, 2000 0216 hours

On February 8, 2000, this office was requested to initiate an investigation into the origin and cause of a fire which resulted in considerable damage to the above described vehicle and dwelling. Following is the result of that investigation.

**CONCLUSION** The fire resulted when heat from electrical activity in the electrical system of a 1999 Ford Explorer ignited plastic, wire insulation and ordinary combustibles in the forward left corner of the engine compartment. The resulting fire spread to the south facing exterior wall and interior of a small room attached to the northwest portion of the dwelling. This conclusion is supported by the following facts, statements and observations.

**POINT OF ORIGIN** The point of origin was located in the forward left portion of the engine compartment in a 1999 Ford Explorer. The engine compartment fire spread to the exterior south facing wall and interior of a small room attached to the northwest portion of the dwelling. This was determined to be the point of origin for the following reasons:

1. Total consumption of the vehicle battery located in the forward left corner of the engine compartment.
2. Heavy damage to a refrigerator positioned between the front of the vehicle and south facing exterior wall of the heavily damaged room.
3. Heavy damage to the structure located behind the refrigerator.
4. No other location on the premises will support a point of origin based on existing heat, smoke and fire patterns.
5. Decreasing damage in all directions away from this location.

? WHAT ABOUT  
- WALL BEHIND  
REFRIG.

?

**IGNITION SOURCE** The ignition source was determined to be heat from electrical activity in the heavy gauge wiring associated with the battery and charging system of the subject vehicle. This was determined to be the ignition source in life of the following:

1. Evidence of electrical activity in large gauged wiring in the area where the battery is located.
2. The insured had experienced problems with the electrical system in the subject vehicle and was due to return the vehicle to the agency for repairs on 2/9/00.
3. There was no attempt to spread the fire in an unnatural fashion - taking away from the possibility of an intentional act.
4. The point of origin and materials first ignited were not consistent with a fire initiated by carelessly discarded smoking materials.
5. The vehicle had not been driven for five hours prior to the fire - eliminating fuel, engine heat or friction related problems.
6. There is no other reason for the fire to have occurred at the time and location that it did.

**INVESTIGATION** On February 9, 2000, I drove to the loss location. The risk is a one story, single family residence located in a well established residential area of National City, California. The residence was constructed with a 2x4 wood frame, stucco exterior walls and a shallow pitched roof covered with composition roofing. Interior walls were unidentified. The house faces south onto East 14<sup>th</sup> Street.

The burned remains of a 1999 Ford Explorer were parked in front of a heavily damaged section of the residence. The damaged portion of the residence was later determined to be a portion of a carport and storage room that had been added to the northwest portion of the dwelling.

At the time of my arrival I was met by [REDACTED] I identified myself and explained the purpose of my visit. [REDACTED] were agreeable for me to proceed with the requested investigation.

Exterior examination of the dwelling revealed extremely heavy fire damage to the northwest area. That portion of the dwelling appeared to have been a wood framed storage room added to the structure at some period after original construction was completed.

The front portion of the addition was totally consumed, exposing the contents of the room. There was a forced air heating unit sitting on the floor in the southeast portion of the room. I was later informed that the heater *had not been installed* and was *not connected to the gas or electric service at the time of the fire.*

Continuing the inspection, I observed the heavily fire damaged remains of a refrigerator in the debris west of the house. I was later informed that the refrigerator was standing between the front of the vehicle and the exterior south facing wall of the room addition at the time of the fire. According to [REDACTED] the refrigerator was located approximately eight to ten inches in front of the car. I was also informed that the refrigerator was *not plugged in at the time of the fire.*

Examination of electrical wiring associated with the dwelling in the area of heavy fire damage revealed *no evidence of electrical activity or excessive heat.*

Interior examination of the residence revealed light to moderate smoke damage. No evidence of direct flame impingement to the original interior portion of the house.

I then examined the remains of the 1999 Ford Explorer. There was extremely heavy damage to the hood, front fenders and grill portion of the vehicle. Damage decreased substantially towards the rear.

Inspection of the passenger compartment revealed heavy damage to the front seat, dashboard and windshield. Damage decreased towards the rear of the vehicle. It was apparent that fire entered the passenger compartment through available ventilation openings.

Inspection of the engine compartment revealed the vehicle was powered with a inline mounted, V6, gasoline fueled, fuel injected engine. There was heavy damage throughout the engine compartment. The aluminum housing of the alternator was melted as was the aluminum mounting bracket for the alternator and air conditioning compressor.

The battery, normally located in the forward left corner of the engine compartment, had been consumed. The ground wire and primary wire to the battery were heavily damaged and laying in the lower forward portion of the engine compartment. ←

Close inspection of the ground wire and primary cable revealed evidence of electrical activity. ←

Continued inspection of area revealed evidence of electrical activity in smaller gauge wire in the area. ←

I was later informed the vehicle had been parked on the night before the fire at approximately 9:00. The vehicle had not been driven during the ensuing five hours. The fire was discovered at approximately 2:15 on the morning of February 9, 2000. At that time a red glow was seen above the house, coming from the area of the vehicle.

Based on existing heat, smoke and char patterns, I concluded the fire originated in the forward left portion of the engine compartment of the 1999 Ford Explorer. Open burning commenced when electrical activity in wires associated with the charging system and battery ignited wire insulation, rubber, plastic and ordinary combustibles in the area. Fire evolved upward and outward from that point, radiating forward of the vehicle and involving the wood structure of the storage room added to the northwest portion of the dwelling. ←

Supportive photographs were taken and the scene examination was terminated.

**STATEMENTS** On February 9, 2000, I talked to [REDACTED] at the loss location. [REDACTED] stated that he purchased the subject vehicle new in 1999 and has had several problems with the vehicle during the time he has owned it. Approximately three months ago, Fuller Ford installed a new motor due to the fact the original motor was defective. [REDACTED] has also had problems with the alarm system which required Fuller Ford to install electrical components associated with the alarm system. Continuing, he stated that more recently he had noticed the radio and oil pressure gauge light would flicker while driving the car. As a result of the flickering, he made an appointment to return the car to Fuller Ford on February 9, 2000, for repair. However, before he could take the car in for the necessary repairs, the fire occurred. ←

[REDACTED] stated that on the morning of the fire he heard the smoke alarm go off in the house. He got up to investigate at which time he saw a red glow rising vertically above the house in the area where the subject vehicle was parked. He stated that he immediately tried to call the fire department; however, the house phone was dead. He went to his daughter's room and found that her phone functioned. In calling the fire department, the fire department advised him they had already been notified and suppression personnel were enroute.

I asked [REDACTED] when he had last driven the car. He stated he had driven the car at 9:00 the night before and had parked it in the carport in front of the added room. He stated the car was positioned approximately eight to ten inches in front of a small refrigerator that was sitting in the carport outside the room.



Insured: [REDACTED]

2/9/00

Page Five

I asked [REDACTED] if the vehicle had been operating alright at the time he last drove it. [REDACTED] said the car ran and drove fine except that the light in the radio and oil pressure gauge would flicker when operating the vehicle.

Contact with [REDACTED] was concluded.

**RECOMMENDATIONS AND OBSERVATIONS** The fire resulted from an electrical problem in a 1999 Ford vehicle. Electrical problems seem to be ongoing since the insured purchased the subject vehicle. Three to four months prior to the fire, Fuller Ford found it necessary to replace the entire engine. Subrogation potential in this case is unknown.

**FOR ADDITIONAL INFORMATION SEE:**

Attached photographs and diagram per D Johnson

Respectfully submitted,

  
David E. Johnson









1 Malcolm D. Schick - Attorney Bar No. 118978  
2 GRAY & PROUTY  
3 1761 Hotel Circle South, Suite 240  
4 San Diego, California 92108  
5 (619) 718-9790

6 Attorneys for Plaintiff  
7 [REDACTED]

2001 FEB 12 P 4:51

FILED IN COURT  
SAN DIEGO, CALIFORNIA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN DIEGO, SOUTH BAY JUDICIAL DISTRICT

10 G IS005692

11 [REDACTED]	) Case No. _____
12 Plaintiff,	) COMPLAINT FOR PROPERTY DAMAGES
13 v.	) IN SUBROGATION BASED ON:
14 FORD MOTOR COMPANY; FULLER	) 1. NEGLIGENCE;
15 FORD; and DOES 1 through 25,	) 2. PRODUCT LIABILITY;
16 inclusive,	) 3. BREACH OF CONTRACT; AND
17 Defendants.	) 4. BREACH OF IMPLIED
	) WARRANTIES
	) (Damages: \$53,342.19)

18 Plaintiff [REDACTED] alleges as follows:

19 COMMON ALLEGATIONS

20 1. This cause of action is a money demand for more than  
21 TWENTY-FIVE THOUSAND DOLLARS (\$25,000), and is within the  
22 jurisdiction of the above-captioned court, and said court is the  
23 proper court for the trial of this action. The damage to property  
24 herein alleged occurred in this judicial district.

25 2. At all times herein mentioned, plaintiff [REDACTED]  
26 [REDACTED] (hereinafter referred to as "ALLSTATE") was, and  
27 now is, a corporation, authorized to transact insurance business in  
28 County of San Diego, State of California.

1        3. At all times herein mentioned, Daniel Chapman  
2 (hereinafter referred to as [REDACTED]) was the owner of a certain  
3 1999 Ford Explorer, California License No. [REDACTED], Vin. No.  
4 1FMYU22X2XU [REDACTED] (hereinafter referred to as the "subject  
5 vehicle"). In addition, [REDACTED] was the owner of certain real  
6 property located at [REDACTED] in National City, County  
7 of San Diego, State of California.

8        4. At all times herein mentioned, [REDACTED] was the  
9 automobile and property loss insurer for [REDACTED] [REDACTED] was and  
10 is a residence of National City, County of San Diego, State of  
11 California.

12        5. Plaintiff is informed and believes and thereon alleges  
13 that at all times herein mentioned, defendant FORD MOTOR COMPANY  
14 (hereinafter referred to as "FORD") was and is a corporation doing  
15 business in the County of San Diego, State of California.  
16 Plaintiff is further informed and believes and thereon alleges that  
17 at all times herein mentioned, FORD was and is responsible for the  
18 manufacture, distribution, and sale of the subject vehicle, which  
19 is the subject of this action. Accordingly, plaintiff alleges that  
20 this Court has personal jurisdiction over this corporate defendant.

21        6. At all times herein mentioned, defendant FULLER FORD  
22 (hereinafter referred to as "FULLER"), was operating and doing  
23 business in the County of San Diego, State of California.

24        7. The true names and capacities, whether corporate,  
25 associate or otherwise of defendant DOES 1 through 25, inclusive,  
26 are unknown to plaintiffs who therefore sues said defendants by  
27 such fictitious names and will amend this Complaint to show their  
28 true names and capacities when they have been ascertained.





1 2000, defendants' negligence resulted in the subject vehicle  
2 catching fire, said fire spread to the Chapman's real property  
3 residence. The subject fire caused damage to the subject vehicle  
4 and the subject real property.

5 12. As a proximate result of said negligence and carelessness  
6 of defendants, FORD, FULLER, and DOES 1 through 25, and each of  
7 them, 'ALLSTATE' insured sustained damages in the amount of FIFTY-  
8 THREE THOUSAND NINETY-TWO DOLLARS AND NINETEEN CENTS' (\$53,092.19),  
9 under the terms of its policy and thereby became subrogated to the  
10 rights of [REDACTED] and is entitled to enforce all of the remedies of  
11 [REDACTED] against the defendants named herein. In addition,  
12 plaintiff's insured paid a deductible in the amount of TWO HUNDRED  
13 FIFTY DOLLARS (\$250), which plaintiff is authorized to recover in  
14 this matter as part of its damages.

15 SECOND CAUSE OF ACTION

16 (Product Liability Against All Defendants)

17 13. Plaintiffs refer to and incorporate herein by this  
18 reference each and every allegation contained in Paragraphs 1  
19 through 7 as though the same were fully set forth herein.

20 14. At all times herein mentioned defendants, and each of  
21 them including the DOE defendants, expected that the subject  
22 vehicle be used for its intended purpose, namely as a motor  
23 vehicle.

24 15. At all times herein mentioned defendants, and each of  
25 them including the DOE defendants, knew and intended that the  
26 subject vehicle would be used by ordinary consumers.

27 16. Plaintiff is informed and believes and thereon alleges  
28 that the subject vehicle was defective at the time of its design,

1 manufacture, development, production, testing, inspection,  
2 wholesaling, retailing, and sale, in that, and not by way of  
3 limitation, said product failed. On or about February 9, 2000, as  
4 a direct, proximate and legal result of the defects in the subject  
5 vehicle, the electrical system failed, thereby causing a fire, and  
6 the subsequent damage to the subject vehicle and subject real  
7 property, and the contents therein.

8 17. [REDACTED] was not aware of the above-described defects at  
9 any time prior to the incident complained of herein.

10 18. As a proximate result of the failure and resulting fire  
11 damage, [REDACTED] has expended certain sums under the terms of its  
12 insurance policy with [REDACTED], including, but not limited to,  
13 payment of property damage and reimbursement for loss of use.

14 19. As a proximate result of said negligence and carelessness  
15 of defendants, and each of them including the DOE defendants,  
16 [REDACTED] insured sustained damages in the amount of FIFTY-THREE  
17 THOUSAND NINETY-TWO DOLLARS AND NINETEEN CENTS (\$53,092.19), under  
18 the terms of its policy and thereby became subrogated to the rights  
19 of [REDACTED] and is entitled to enforce all of the remedies of  
20 [REDACTED] against the defendants named herein. In addition,  
21 plaintiff's insured paid a deductible in the amount of TWO HUNDRED  
22 FIFTY DOLLARS (\$250), which plaintiff is authorized to recover in  
23 this matter as part of its damages. Additionally, plaintiff has  
24 sustained consequential damages in an undetermined amount which  
25 will be proven at time of trial.

26 ///

27 ///

28 ///

1 THIRD CAUSE OF ACTION

2 (Breach of Contract Against All Defendants)

3 20. Plaintiff refers to and incorporates herein by this  
4 reference each and every allegation contained in Paragraphs 1  
5 through 8 of the Common Allegations as though the same were fully  
6 set forth herein.

7 21. Plaintiff is informed and believes and thereon alleges,  
8 that on or about March, May, June, August, September, October, and  
9 November of 1999, [REDACTED] entered into contracts with the  
10 defendants, and each of them, including the DOE defendants, for the  
11 repairs to the subject vehicle. Copies of the work orders and  
12 estimates for the repairs are attached hereto collectively as  
13 Exhibit "A", and by this reference incorporated herein as though  
14 set forth at length.

15 22. The defendants, FORD, FULLER, and DOES 1 through 25, and  
16 each of them, breached said contracts by failing to perform said  
17 contracts in a reasonable manner or in accordance with the standard  
18 of care of their respective trade. In particular, the defendants,  
19 and each of them, failed to properly repair the subject vehicle.  
20 As result of the failure to properly perform the contracted  
21 repairs, the subject vehicle caught fire on February 9, 2000,  
22 thereby sustaining damages.

23 23. Plaintiff is informed and believes and thereon alleges  
24 that as part of the contractual relationship, [REDACTED] performed all  
25 of the terms, conditions, and covenants on his part under the  
26 repair contracts with each of the defendants.

27 24. As a direct and legal result of said breach by  
28 defendants, and each of them including the DOE defendants,

1 ALLSTATE' paid to is insured the amount of FIFTY-THREE THOUSAND  
2 NINETY-TWO DOLLARS AND NINETEEN CENTS (\$53,092.19), under the terms  
3 of its policy and thereby became subrogated to the rights of  
4 [REDACTED] and is entitled to enforce all of the remedies of [REDACTED]  
5 against the defendants named herein. In addition, plaintiff's  
6 insured paid a deductible in the amount of TWO HUNDRED FIFTY  
7 DOLLARS (\$250), which plaintiff is authorized to recover in this  
8 matter as part of its damages. Additionally, plaintiff has  
9 sustained consequential damages in an undetermined amount which  
10 will be proven at time of trial.

11 FOURTH CAUSE OF ACTION

12 (Breach of Implied Warranties Against All Defendants)

13 25. Plaintiff refers to and incorporates herein by this  
14 reference each and every allegation contained in Paragraphs 1  
15 through 8 of the Common Allegations as though the same were fully  
16 set forth herein.

17 26. At all times herein mentioned defendants, and each of  
18 them including the DOE defendants, designed, manufactured,  
19 developed, produced, tested, inspected, wholesaled, retailed, and  
20 sold the subject vehicle.

21 27. At all times herein mentioned, and particularly at the  
22 time and place of said design, manufacture, development,  
23 production, testing, inspection, wholesaling, retailing, and sale  
24 of the subject product, defendants, and each of them, impliedly  
25 warranted to the buyer, foreseeable users, and all other persons  
26 reasonably expected to be within the immediate vicinity of the  
27 subject vehicle, that said vehicle was of merchantable quality and  
28 fit for the purpose intended, namely, the ordinary use as a motor

1 vehicle.

2 28. Plaintiff is informed and believes and thereon alleges  
3 that at all times herein mentioned, the subject motor vehicle was  
4 not fit to be used in the manner described, in that, and not by way  
5 of limitation, the ordinary use of the subject vehicle created an  
6 unreasonable risk of damage.

7 29. As a proximate result of the failure of the subject  
8 vehicle and resultant damages thereto, [REDACTED] has expended  
9 certain sums under the terms of its insurance policy with [REDACTED]  
10 including, but not limited to, payment of property damage and  
11 reimbursement for loss of use.

12 30. The defective condition of the subject products as  
13 alleged amounted to a breach of the implied warranties of  
14 merchantability and fitness for a particular purpose, and by this  
15 Complaint, plaintiff hereby gives notice of breach to the  
16 defendants, and each of them. Said violation gives rise to the  
17 remedies afforded by California Civil Code Section 1794, et seq.,  
18 including attorney's fees.

19 31. [REDACTED] sustained damages in the amount of FIFTY-THREE  
20 THOUSAND NINETY-TWO DOLLARS AND NINETEEN CENTS (\$53,092.19), under  
21 the terms of its policy and thereby became subrogated to the rights  
22 of [REDACTED] and is entitled to enforce all of the remedies of  
23 [REDACTED] against the defendants named herein. In addition,  
24 plaintiff's insured paid a deductible in the amount of TWO HUNDRED  
25 FIFTY DOLLARS (\$250), which plaintiff is authorized to recover in  
26 this matter as part of its damages. Additionally, plaintiff has  
27 sustained consequential damages in an undetermined amount which  
28 will be proven at time of trial.



