

State Farm Insurance Companies®



July 18, 2003

Bloomington Service Center
PO Box 787
592 Central Road
Bloomington, PA 17815-8890

ATTN SHAWN L NORTON
FORD MOTOR CO
PARKLANE TOWERS W STE 300
3 PARKLANE BLVD
DEARBORN MI 48126-2588

RECEIVED JUL 24 2003

RE: Our Claim #: [REDACTED]
Date of Loss: February 10, 2003

Dear Mr. Norton:

Thank you for reviewing our Subrogation Claim regarding our insured's 1999 Ford Explorer.

On February 10, 2003, our insured [REDACTED] arrived at her home around 3:30 PM from work. [REDACTED] arrived home around 3 o'clock in the afternoon, also from work that day. Both vehicles were pulled into the detached garage and the garage doors were closed. Our insured closed the garage doors with an electric garage opener and she then entered her home and turned the power off to the garage, which is controlled by a light switch in the home.

Around 7:30 PM, Mr. and [REDACTED] were notified of a fire in the garage. The Fire Department was called to the scene and a Pennsylvania State Police Fire Marshall was called in to investigate and stated the point of origin was in the motor of the Ford Explorer; but without further testing, he ruled the fire as undetermined and accidental.

As the Homeowners Carrier for the insured, we sent an Independent Cause and Origin Expert, Kevin Thomas, CFI, CFEI of Robson Lapina to investigate the fire.

Please find enclosed the full copy of the investigation and the findings of [REDACTED]. As for the information requested in your letter, please note the mileage on the vehicle at the time of the incident was 43,873. Please find color photographs of the vehicles fire damage and the defective part enclosed in this letter.

The alleged defect, as found in [REDACTED] report, was a cable running from the battery to the alternator, which ran over top of a metal bracket off of the alternator. Please also find enclosed all repair estimates for both the building and the personal property, which was lost due to this fire. I have also enclosed copies of the draft payments.

43,873 (M)
- Dwelling
- 67,140.25

ATTN SHAWN L NORTON
38-P613-398
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As for the service history of the vehicle, the insured has had no defects or problems with the vehicle and [REDACTED] has always completed his own oil changes. As for any after market additions or modifications made to the vehicle, the insured stated that there are no modifications made.

After our investigation, it was found that the engine was not running at the time of the fire and the keys were not in the ignition. Please note that this vehicle was purchased new.

I kindly ask that after you have had a chance to review this information that you contact me so that we may discuss this matter further and if you would like to inspect the vehicle, please contact me so that we may set up this appointment.

Thank you for your cooperation regarding this matter. If you have any questions or need any further information please feel free to contact me.

Sincerely,

Dave Francis
Claim Representative
State Farm Fire and Casualty Company
(570) 387-3250

DF/029/0708007r
Enclosure

EP05-005-LC-7889

Robson Lapina

Forensic Engineers, Architects, Scientists & Fire Investigators

PHONE: 717-293-9050
800-813-6738

350 NEW HOLLAND AVENUE
LANCASTER, PA 17602

FAX: 717-293-1195
WWW.ROBSONLAPINA.COM

June 2, 2003

Mr. David Frances
State Farm Insurance Company
992 Central Road
Bloomsburg, PA 17815

RE: Claim: [REDACTED]
Insured: [REDACTED]
Location: [REDACTED], Old Lycoming Township, PA
Date of Loss: February 10, 2003

Dear Mr. Frances:

On February 27, 2003, I investigated the above captioned fire loss. The structure involved is a single story wood framed garage measuring approximately 20' X 24'. A 1999 Ford Explorer (VIN# 1FMDU34X4XU[REDACTED]) and a 2002 Ford F 250 Pickup Truck (VIN# 1FTNX21L52E[REDACTED]) in the garage were also destroyed.

On March 13, 2003 I submitted a report based on my investigation, within a reasonable degree of certainty, subject to change upon receipt of additional information that the cause of the above mentioned fire was undetermined. The possibility that the fire was caused by a cable running from the battery to the alternator in the Ford Explorer could not be eliminated.

I reexamined the Ford Explorer at Northeast Pennsylvania Salvage on Thompson Street Pittston, PA on May 23, 2003. During this examination I was able to examine the underside of the vehicle. There was no fire damage on the underside of the vehicle. (Photos 1-2)

In addition to the observations made during my first examination to the vehicle I was able to see more clearly the fire patterns in the engine compartment. The damage to the belts and hoses indicate the fire originated high in the engine compartment in the area of the alternator. (Photo 3) The fire extended to the passenger side of the engine compartment and then into the passenger compartment on the passenger side of the vehicle. (Photo 4) Fire patterns on the inside and outside of the hood were more visible. Fire patterns on the hood indicate an isolated area of more intense heat near the center of the hood. (Photos 5-6) This isolated area is above the alternator when the hood is closed. I determined that the point of origin was above the alternator where a cable running from the battery to the alternator is attached to a metal bracket.

RECEIVED

JUN 02 2003

Local offices throughout Indiana, Kentucky, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Virginia and West Virginia

ER05-005-LC-7908

Robson Lapina

Forensic Engineer, Architect, Scientist & Fire Investigator

Several strands of the cable are fused to this bracket. Some of the insulation on this cable was melted but still intact near the battery while the insulation near the alternator was completely consumed by the fire. (Photo7)

CONCLUSIONS

Based on all the information gathered during my investigation and examinations of the Ford Explorer, within a reasonable degree of professional certainty, subject to change upon receipt of additional information, it is my opinion that:

1. The fire originated at or near the alternator in the engine compartment of the Ford Explorer.
2. The fire was caused by a damaged cable running from the battery to the alternator shorting to a bracket, igniting the insulation and plastic protector of the cable.

Enclosed are photos taken during my reexamination of the Ford Explorer. Should you have any further questions, please call me at (717)278-4858.

Very truly yours,



Kevin A. Thomas, C.F.I. / C.F.E.I.

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JUN 02 2003

BLOOMSBURG FIRE CLAIMS

ER05-005-LC-7981

A	41014	02	10	2003	14	03-0001545	000	NFIRS -1
	Unit #	State	Incident Date	Station	Incident Number	Reporters	Change	Basic
B Location* <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section 2 "Alternative Location Specifications", use only for wildland fires.								
<input checked="" type="checkbox"/> Street address 59 GRIMESVILLE RD (OLD LY) Street Type Suffix <input type="checkbox"/> Intersection Number/Highway Prefix Street or Highway <input type="checkbox"/> In front of Apt./Suite/Room City State Zip Code <input type="checkbox"/> Rear of 17701 <input type="checkbox"/> Adjacent to WILLIAMSPORT <input type="checkbox"/> Directions Group street or directions, as applicable								
C Incident Type *				E1 Date & Times				E2 Shift & Alarm
110 Structure fire, other				Check boxes if dates are the same as Alarm <input type="checkbox"/> ALARM always required Date, Alarm # 02 10 2003 19:33:00				Local Option 2 01 14 Shift or Alarm District Platoon
D Aid Given or Received*				E3 Special Studies				
1 <input type="checkbox"/> Mutual aid received Their FIDM Their State 2 <input type="checkbox"/> Automatic aid rec'd. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given 6 <input type="checkbox"/> None their Incident Number				ARRIVAL required, unless canceled or did not arrive <input type="checkbox"/> Arrival # 02 10 2003 19:37:00 CONTAINED Optional, except for wildland fires <input type="checkbox"/> Controlled LAST UNIT CLEARED, required except for wildland fires <input type="checkbox"/> Last Unit 02 10 2003 20:55:00 <input type="checkbox"/> Cleared				Local Option Special Study In Special Study Value
F Actions Taken *				G1 Resources *				G2 Estimated Dollar Losses & Values
11 Extinguish Primary Action Taken (1) Additional Action Taken (2) Additional Action Taken (3)				Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression 0002 0032 MISC 0005 Other 0005 <input type="checkbox"/> Check box if resources cannot include aid received concerns.				LOSSES: Required for all fires if known. Optional for non fires. Property \$ 000 000 000 Contents \$ 000 000 000 NON-INCIDENT VALUE: Optional Property \$ 000 000 000 Contents \$ 000 000 000
Completed Modules				H1+ Casualties				H3 Hazardous Materials Release
<input checked="" type="checkbox"/> Fire-2 <input checked="" 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 type="checkbox"/> Apparatus-9 <input type="checkbox"/> Personnel-10 <input type="checkbox"/> Alarm-11				Deaths Injuries Fire Service Circumstances H2 Detector Required for Confined Fires. 1 <input type="checkbox"/> Detector started occupants 2 <input type="checkbox"/> Detector did not start them 3 <input type="checkbox"/> Unknown				1 <input type="checkbox"/> None 2 <input type="checkbox"/> Natural Gas: also tank, no detection or further action 3 <input type="checkbox"/> Propane gas: also tank, no detection or further action 4 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 5 <input type="checkbox"/> Petroleum: fuel tank or portable container 6 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable container 7 <input type="checkbox"/> Household solvents: paint, thinner, etc. 8 <input type="checkbox"/> Motor oil: from engine or portable container 9 <input type="checkbox"/> Paint: from paint can or container > 45 gallons 0 <input type="checkbox"/> Other: Special Hazmat actions required or spill > 50 gal... Please complete the Hazmat form.
J Property Use# Structures				I Mixed Use Property				
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"/> Grove 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 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/hallways 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 570 <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 Lookup and enter a Property Use code only if you have NOT checked a Property Use from: Property Use 400 Residential, Other NFIRS-1 Revision 03/11/99				

K1 Person/Entity Involved

Local Option

Business name (if applicable)

Area Code

Phone Number

☐ Check this box if
you address an
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 (SF100-15) as necessary

K2 Contact

☐ 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
you address an
incident location.
Then skip the three
duplicate address
lines.

Mr., Ms., Mrs. First Name MI Last Name Suffix
59 GRIMESVILLE RD (OLD LY) Street Type Suffix
Number Prefix Street or Highway Street Type Suffix
Post Office Box Apt./Suite/Room City
PA WILLIAMSPORT
State Zip Code

L Remarks

Local Option

1 STORY 2 CAR MASONARY GARAGE WITH WOOD FRAME ROOF AND ASPHALT SHINGLES. UPON ARRIVAL HEAVY SMOKE AND FIRE NOTED SIDE A W/ FIRE AROUND EYES. E 14-1 O/S AND CREW ADVANCED X2: 1 3/4" LINES TO SIDE A. E-14 LAYED 5" TO E 14-1. ADDITIONAL 1 3/4" LINE AND 3 INCH LINE PULLED. CLASS A FOAM USED TO ASSIST W/ EXTINGUISHMENT. LINES USED TO PROTECT EXPOSURES. TRAVEL TRAILER ON SIDE D AND SHED ON SIDE B.

GARAGE CONTAINED 1- SUV AND 1- PICKUP, BOTH HEAVILY DAMAGED. ROOF OF GARAGE COLLAPSED ONTO BOTH VEHICLES.

SHUMBAT, TIMOTHY

03/11/2003 15:11 Eric Brungard

M Authorization

14-T8

Officer in charge ID

SHUMBAT, TIMOTHY A

Signature

Position or rank

Assignment

02

10

2003

Month

Day

Year

Check

Box if

an Officer

in charge.

P28-EU

Number making report ID

BRUNGARD, ERIC

Signature

Position or rank

Assignment

03

11

2003

Month

Day

Year

41014

FIELD *

State *

2

Incident Date *

10

2003

Station

14

03-0001645

Incident Number *

000

Signature *

Complete
Narrative

Narrative:

1 STORY 2 CAR MASONARY GARAGE WITH WOOD FRAME ROOF AND ASPHALT SHINGLES. UPON ARRIVAL HEAVY SMOKE AND FIRE NOTED SIDE A W/ FIRE AROUND EYES. E 14-1 O/S AND CREW ADVANCED X2: 1 3/4" LINES TO SIDE A. E-14 LAYED 5" TO E 14-1. ADDITIONAL 1 3/4" LINE AND 3 INCH LINE PULLED. CLASS A FOAM USED TO ASSIST W/ EXTINGUISHMENT. LINES USED TO PROTECT EXPOSURES. TRAVEL TRAILER ON SIDE D AND SHED ON SIDE B.

GARAGE CONTAINED 1- SUV AND 1- PICKUP, BOTH HEAVILY DAMAGED. ROOF OF GARAGE COLLAPSED ONTO BOTH VEHICLES.

SHUMBAT, TIMOTHY

03/11/2003 15:11 Eric Brungard

A 41014 <small>FD-102</small>	02 10 2003 <small>Date Incident Date</small>	14 <small>Station</small>	03-0001645 <small>Incident Number</small>	000 <small>Exposure</small>	<input type="checkbox"/> Change <input type="checkbox"/> No Activity	NFIRS -2 Fire
--	---	------------------------------	--	--------------------------------	---	------------------

B Property Details B1 <input type="checkbox"/> Not Residential Estimated number of residential living units in building of origin whether or not all units became involved	C On-Site Materials <input type="checkbox"/> None or Products Enter up to three codes. Check one or more boxes for each code entered. On-site material (1) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> On-site material (2) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> On-site material (3) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
--	--

B2 <input type="checkbox"/> Buildings not involved Number of buildings involved	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
---	--

B3 <input type="checkbox"/> None Acres burned (outside fire) <input type="checkbox"/> Less than one acre	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
--	--

D Ignition 47 Vehicle storage area; Area of fire origin	E1 Cause of Ignition <input type="checkbox"/> Check box if this is an exposure report. Skip to question 8 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 U <input checked="" type="checkbox"/> Cause undetermined after investigation
--	---

D2 DU Undetermined Heat source	E2 Factors Contributing To Ignition DU Undetermined Factor Contributing To Ignition (1) <input type="checkbox"/> <input type="checkbox"/> Factor Contributing To Ignition (2) <input type="checkbox"/> <input type="checkbox"/>
--	---

D3 00 Item First Ignited Item first ignited 1 <input type="checkbox"/> was confined to object of origin	E3 Human Factors Contributing To Ignition Check all applicable boxes 1 <input type="checkbox"/> Sleep <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
---	---

D4 00 Type of material first Type of material first ignited Ignited only if item first ignited code is 80 or CVD	7 <input type="checkbox"/> Age was a factor Estimated age of person involved <input type="text"/> 1 <input type="checkbox"/> Male 2 <input type="checkbox"/> Female
--	---

F1 Equipment Involved In Ignition <input type="checkbox"/> Check if equipment was not involved, skip to question 8 000 Undetermined Equipment involved Brand <input type="text"/> Model <input type="text"/> Serial # <input type="text"/> Year <input type="text"/>	F2 Equipment Power <input type="text"/> <input type="text"/> Equipment Power Source F3 Equipment Portability 1 <input type="checkbox"/> Portable 2 <input type="checkbox"/> Stationary Portable equipment normally can be moved by one person, is designed to be used in multiple locations, and requires no tools to install.	G Fire Suppression Factors Enter up to three codes. <input type="checkbox"/> None <input type="text"/> <input type="text"/> <input type="text"/> Fire suppression factor (1) <input type="text"/> <input type="text"/> <input type="text"/> Fire suppression factor (2) <input type="text"/> <input type="text"/> <input type="text"/> Fire suppression factor (3)
--	--	--

H1 Mobile Property Involved <input checked="" type="checkbox"/> None 1 <input type="checkbox"/> Not involved in ignition, but damaged 2 <input type="checkbox"/> Involved in ignition, but did not burn 3 <input type="checkbox"/> Involved in ignition and burned	H2 Mobile Property Type & Make <input type="text"/> <input type="text"/> Mobile property type <input type="text"/> <input type="text"/> Mobile property make <input type="text"/> <input type="text"/> Year <input type="text"/> <input type="text"/> Mobile property model <input type="text"/> <input type="text"/> License Plate Number <input type="text"/> State <input type="text"/> VIN Number <input type="text"/>	Local Use <input type="checkbox"/> Pre-Fire Plan Available Some of the information presented in this report may be based upon reports from other agencies <input type="checkbox"/> ARO report attached <input type="checkbox"/> Police report attached <input type="checkbox"/> Coroner report attached <input type="checkbox"/> Other reports attached
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NFIRS-2 Revision 01/15/98

I.1 Structure Type * If fire was in enclosed building or a portable/mobile structure complete the rest of this form <ol style="list-style-type: none"> 1 <input type="checkbox"/> Enclosed Building 2 <input type="checkbox"/> Portable/mobile structure 3 <input type="checkbox"/> Open structure 4 <input type="checkbox"/> Air supported structure 5 <input type="checkbox"/> Tent 6 <input type="checkbox"/> Open platform (e.g. piers) 7 <input type="checkbox"/> Underground structure (rock crevices) 8 <input type="checkbox"/> Connective structure (e.g. tower) 9 <input type="checkbox"/> Other type of structure 	I.2 Building Status * <ol style="list-style-type: none"> 1 <input type="checkbox"/> Under construction 2 <input type="checkbox"/> Occupied & operating 3 <input type="checkbox"/> Idle, not routinely used 4 <input type="checkbox"/> Under major renovation 5 <input type="checkbox"/> Vacant and secured 6 <input type="checkbox"/> Vacant and unsecured 7 <input type="checkbox"/> Being demolished 8 <input type="checkbox"/> Other 9 <input type="checkbox"/> Undetermined 	I.3 Building Height Count the floor as part of the highest story 001 Total number of stories at or above grade Total number of stories below grade	I.4 Main Floor Size Structure Firm Total square feet OR Length in feet BY Width in feet
J.1 Fire Origin * 001 Story of fire origin <input type="checkbox"/> Below Grade	J.3 Number of Stories Damaged By Flame Count the floor as part of the highest story <ol style="list-style-type: none"> Number of stories w/ minor damage (1 to 24% flame damage) Number of stories w/ significant damage (25 to 49% flame damage) Number of stories w/ heavy damage (50 to 74% flame damage) Number of stories w/ extreme damage (75 to 100% flame damage) 	K Material Contributing Most To Flame Spread <input type="checkbox"/> Check if no flame spread OR same as material first ignited OR unable to determine Skip To Section L K1 _____ Item contributing most to flame spread K2 _____ Type of material contributing most of flame spread Required only if item contributing code is 30 or 79	
J.2 Fire Spread * <ol style="list-style-type: none"> 1 <input type="checkbox"/> Confined to object of origin 2 <input type="checkbox"/> Confined to room of origin 3 <input type="checkbox"/> Confined to floor of origin 4 <input checked="" type="checkbox"/> Confined to building of origin 5 <input type="checkbox"/> Beyond building of origin 	L.1 Presence of Detectors * (In area of the fire) W <input checked="" type="checkbox"/> None Present Skip to section M 1 <input type="checkbox"/> Present U <input type="checkbox"/> Undetermined		
L.2 Detector Type <ol style="list-style-type: none"> 1 <input type="checkbox"/> Smoke 2 <input type="checkbox"/> Heat 3 <input type="checkbox"/> Combination smoke - heat 4 <input type="checkbox"/> Sprinkler, water flow detection 5 <input type="checkbox"/> More than 1 type present 6 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined 	L.3 Detector Power Supply <ol style="list-style-type: none"> 1 <input type="checkbox"/> Battery only 2 <input type="checkbox"/> Hardwire only 3 <input type="checkbox"/> Plug in 4 <input type="checkbox"/> Hardwire with battery 5 <input type="checkbox"/> Plug in with battery 6 <input type="checkbox"/> Mechanical 7 <input type="checkbox"/> Multiple detectors & power supplies 8 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined L.4 Detector Operation <ol style="list-style-type: none"> 1 <input type="checkbox"/> Fire too small to activate 2 <input type="checkbox"/> Operated (Complete Section M) 3 <input type="checkbox"/> Failed to operate (Complete Section M) U <input type="checkbox"/> Undetermined 		
M.1 Presence of Automatic Extinguishment System * W <input checked="" type="checkbox"/> None Present Complete rest of Section M 1 <input type="checkbox"/> Present	M.3 Automatic Extinguishment System Operation Required if fire was within designed range <ol style="list-style-type: none"> 1 <input type="checkbox"/> Operated & effective (80 to 99%) 2 <input type="checkbox"/> Operated & not effective (50%) 3 <input type="checkbox"/> Fire too small to activate 4 <input type="checkbox"/> Failed to operate (0 to 49%) 5 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined M.4 Number of Sprinkler Heads Operating Required if system operated _____ Number of sprinkler heads operating		
M.2 Type of Automatic Extinguishment System * Required if fire was within designed range of AEM <ol style="list-style-type: none"> 1 <input type="checkbox"/> Wet pipe sprinkler 2 <input type="checkbox"/> Dry pipe sprinkler 3 <input type="checkbox"/> Other sprinkler system 4 <input type="checkbox"/> Dry chemical system 5 <input type="checkbox"/> Foam system 6 <input type="checkbox"/> Halogen type system 7 <input type="checkbox"/> Carbon dioxide (CO₂) system 8 <input type="checkbox"/> Other special hazard system U <input type="checkbox"/> Undetermined 	M.5 Automatic Extinguishment System Failure Reason Required if system failed <ol style="list-style-type: none"> 1 <input type="checkbox"/> System shut off 2 <input type="checkbox"/> Not enough agent discharged 3 <input type="checkbox"/> Agent discharged but did not reach fire 4 <input type="checkbox"/> Wrong type of system 5 <input type="checkbox"/> Fire not in area protected 6 <input type="checkbox"/> System components damaged 7 <input type="checkbox"/> Lack of maintenance 8 <input type="checkbox"/> Manual intervention 9 <input type="checkbox"/> Other _____ U <input type="checkbox"/> Undetermined 		

A		MM		DD		YYYY		14		03-0001645		000		Delete		Apparatus or	
VLD		State		Incident Date		Station		Incident Number		Exposure		Change		Apparatus or		Recorded	
B Apparatus or * Resource		Date and Times						Sent		Number of * People		Use		Actions Taken			
		Check if same as alarm date										Check ONE box for each apparatus to indicate its main use at the incident.					
		Month		Day		Year		Hour		Min							
1	ID A-114	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		3		<input checked="" type="checkbox"/> Suppression					
	Type 75	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
2	ID A-14	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		3		<input checked="" type="checkbox"/> Suppression					
	Type 75	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
3	ID CHIEF	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		1		<input checked="" type="checkbox"/> Suppression					
	Type 92	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
4	ID E 14-1	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		4		<input checked="" type="checkbox"/> Suppression					
	Type 11	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
5	ID E-14	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		6		<input checked="" type="checkbox"/> Suppression					
	Type 11	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
6	ID TP	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		7		<input checked="" type="checkbox"/> Suppression					
	Type 60	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
7	ID BOY	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		0		<input checked="" type="checkbox"/> Suppression					
	Type 80	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
8	ID SQ-14	Dispatch	<input type="checkbox"/>	2	10	2003	19:33	<input checked="" type="checkbox"/>		5		<input checked="" type="checkbox"/> Suppression					
	Type 71	Arrival	<input type="checkbox"/>	2	10	2003	19:37	<input checked="" type="checkbox"/>				<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>	2	10	2003	20:55					<input type="checkbox"/> Other					
9	ID	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>				<input type="checkbox"/> Suppression					
	Type	Arrival	<input type="checkbox"/>									<input type="checkbox"/> EMS					
		Clear	<input type="checkbox"/>									<input type="checkbox"/> Other					

Type of Apparatus or Resources		
Ground Fire Suppression 11 Engine 12 Truck or aerial 13 Quint 14 Tanker & pumper combination 16 Brush truck 17 MFF (Aircraft Rescue and Firefighting) 18 Ground fire suppression, other Heavy Ground Equipment 21 Dumper or plover 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 EMS unit 74 ALS unit 70 Medical and rescue unit, other	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> More Apparatus? Use Additional Sheets </div> Other 91 Mobile command post 92 Chief officer car 83 Harsh unit 84 Type 1 hand crew 85 Type 2 hand crew 86 Privately owned vehicle 08 Other apparatus/resources 98 None 00 Undetermined

NFIRS-3 Revision 11/17/98

REQUEST FOR INSPECTION / REVIEW
CHECKLIST

Claim Name: [REDACTED]

LMMS#: 480767

- ☒ Police / Fire Report
☒ Color Photos
☐ N/A Medical Records / Bills
☒ Repair Estimate
☐ Service History (requested – did not submit)
☒ Expert Report

Vehicle Information

- ☒ Recall History
☒ Factory Invoice
☒ Warranty / AWS
☒ OASIS
☐ Other

INVESTIGATOR'S REPORT

of the

FIRE at

OLD LYCOMING TWP., PA

Claim #

By:

Kevin A. Thomas, C.F.I. / C.F.E.I.

March 13, 2003

RECEIVED

MAR 25 2003

BLOOMSBURG FIRE CLAIMS

Robson Lapina

EQ05-B05-LC-7888

STRUCTURE/VEHICLE FIRE

OLD LYCOMING TWP., PA

Case #: 03FE0088

INVESTIGATOR'S REPORT

MARCH 13, 2003

SUMMARY

At approximately 7:45 PM on February 10, 2003 a fire was discovered in the garage at 59 Grimesville Road, Old Lycoming Township. The Old Lycoming Township Fire Department responded and extinguished the blaze. The garage and the two vehicles inside were destroyed by the fire.

Robson Lapina was requested to conduct an origin and cause investigation by [REDACTED] of State Farm Insurance, on February 26, 2003. I conducted my scene examination on February 27, 2003.

✓ I determined that this fire originated in the engine compartment of the Ford Explorer parked in the garage. The possibility that a cable running from the battery to the alternator shorting to a bracket on the alternator could not be eliminated as the cause of this fire

PROPERTY DESCRIPTION

The structure involved is a single story wood framed garage measuring approximately 20' X 24'. A 1999 Ford Explorer (VIN# 1FMDU34X4XU [REDACTED]) and a 2002 Ford F 250 Pickup Truck (VIN# 1FTNX21L52 [REDACTED]) in the garage were also destroyed.

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BLOOMSBURG FIRE CLAIMS

Robson Lapina

INTERVIEWS

owner of the vehicles and the garage provided the following information:

- There was power run to the garage from the house. There was no power to the garage at the time of the fire as it was turned off at the house.
- The Ford F250 was parked in the garage at approximately 3:00 PM and the Ford Explorer was parked in the Garage at approximately 3:30 PM on the day of the loss.
- The fire was discovered at approximately 7:45 PM on February 10, 2003.
- The keys were not in the vehicles.
- There were no maintenance issues with the vehicles.
- changed the oil in the vehicles himself approximately every 3000 miles.
- The garage was not heated.

FIRE SCENE EXAMINATION

The two vehicles and garage were destroyed by fire. The roof of the garage collapsed onto the Ford Explorer. The fire damage was heavier on the side of the garage where the Ford Explorer was parked. (Photo 1)

The wood around the door was charred more severely on the side of the Explorer. There was no fire damage near the floor of the garage as the tires on both vehicles were not severely damaged and other items stored on the floor were not badly damaged including a wood cable reel on the floor between the vehicles. (Photos 2-4)

There was no arcing or beading of the wiring in the garage including at the breaker panel. It was learned during my interview that the power to the garage was off at the time of the fire. (Photos 5-6)

The roof had collapsed onto the Explorer and was burned completely through on that side of the garage. Fire patterns on the F250 Pickup Truck indicate that the truck was burned from a fire above the truck in the rafters of the garage. The seat cushions in the F250 were intact while the seat backs were severely damaged. The damage was much more intense near the tops of

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MAR 25 2003

FLUORESCENCE FIRE CLAIMS

Robson Lapina

the seat backs. The paint near the bottom of the truck was not damaged while the damage increased toward the top. (Photos 7-8)

The engine in the F250 suffered extensive damage as the truck was parked close to the back wall of the garage. This would cause radiant heat to reflect back into the front of the truck causing extremely high temperatures at the front of the truck. (Photos 9-10)

I determined that the fire originated in the Ford Explorer. There was no fire damage under the Explorer. The area near the floor of the Explorer was not severely damaged by fire. A plastic garbage can on the floor of the Explorer, behind the front passenger seat was melted around the top and the paper trash inside was not burned. (Photos 11-12)

The seat backs were consumed by fire. The driver seat was damaged but not burned through while the center of the passenger seat was consumed by fire. The dash was more severely damaged on the passenger side than the driver side. The fire extended into the passenger compartment from the engine compartment on the passenger side of the vehicle. (Photos 13-15)

The only damage to the front tires was to the top of the tires facing toward the engine compartment. The most extensive damage was to the passenger side of the engine compartment. Fire patterns on the hoses and belts indicate that the fire was more intense on the passenger side. Hoses were melted on the surface facing the passenger side of the vehicle while the surfaces facing the driver side were not melted. (Photos 16-20)

There is an area of clean burn on the inside of the passenger side fender at the location of the windshield washer reservoir. Most windshield washer fluids are combustible and could have caused this fire pattern. (Photo 21)

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MAR 25 2003

EDMONSBURG FIRE CLAIMS

Robson Lapina

EA03-003-LC-7912

The plastic housing of the heater blower was melted leaving an opening into the passenger compartment. This allowed fire to extend into the passenger compartment. (Photo 22)

✓ The cable from the battery to the alternator was fused to a bracket on the alternator. All that remained of this cable was the copper conductors. This cable would have voltage present at all times including when the vehicle is parked with the ignition switch in the off position. There is no circuit breaker or fuse protection on this cable. (Photos 23-26)

The cable is attached to the bracket in a manner that the sharp edge of the bracket could rub at the cable causing damage to the plastic protection on the cable and the insulation of the cable causing a short circuit.

I examined a similar 1999 Ford Explorer on a local car lot. This examination confirmed the location of the heater blower, windshield washer reservoir, and other items in the engine compartment. I also was able to examine the attachment of the cable from the battery to the alternator. The plastic covering of the cable is attached to the bracket with a nylon or plastic fastener. The bracket is at the same angle where the sharp edge of the bracket is against the plastic protector on the cable. (Photos 27-29)

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MAR 25 2003

BLOOMSBURG FIRE CLAIMS

Robson Lapina

ER05-005-LC-7813

CONCLUSIONS

Based on my investigation, within a reasonable degree of professional certainty, subject to change upon receipt of additional information, it is my opinion that:

1. The fire originated in the engine compartment of the Ford Explorer.
2. The cause of the fire is undetermined.
3. The possibility that the fire was caused by the cable running from the battery to the alternator shorting to a bracket could not be eliminated.

Respectfully submitted,



Kevin A. Thomas, C.F.I. / C.F.E.I.

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MAR 25 2003
SLOOMSBURG FIRE CLAIMS

Robson Lapina



SOUTHERN FIRE ANALYSIS, INC.

JUN 03 2005

P.O. Box 1965
Madison, TN 37116
(615) 865-2564

Nashville, TN
(615) 865-6724

Knoxville, TN
(865) 379-7147

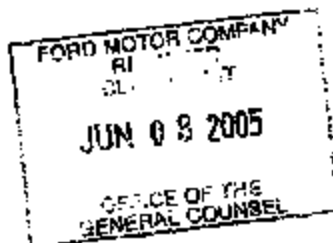
Tri-Cities, TN
(423) 318-0641

Bowling Green, KY
(270) 781-7318

Huntsville, AL
(256) 532-2231

May 26, 2005

Subrogation and Legal Section
Ford Motor Company
Post Office Box 6248
Dearborn, Michigan 48126



5 MAY 31 P203

CONSUMER AFFAIRS
SECTION

RE: LETTER OF INTENT TO PLACE ON NOTICE
1998 Lincoln Navigator - VIN #5LMPU28L2W [REDACTED]
Fire Loss: May 7, 2005
Owner: [REDACTED]

Dear Ford Motor Company:

Please be advised that this company represents Met Life, Auto & Home Insurance Company and [REDACTED] in reference to the above-captioned loss. This vehicle was involved in a fire and resulting damage to the upper driver's side engine compartment, which resulted from an alleged electrical/component defect or workmanship. The incident occurred on May 7, 2005 in Smyrna, Tennessee. In order to determine the cause of the fire and damage in regards to the exact failure, including a determination as to whether any defect in workmanship or components in regards to the vehicle was in existence at the time of the fire and damage, an inspection and testing of the vehicle's electrical system and components will be conducted by engineers representing Southern Fire Analysis, Inc. and Met Life, Auto & Home Insurance Company. This inspection will take place at Copart's Auto Salvage Pool in Lebanon, Tennessee, telephone number (615) 449-6195, within 30 days from today's date or as soon as arrangements can be made to meet at this location.

Since Ford Motor Company may have an interest in this matter, from both a safety precaution standpoint and as a potential defendant in litigation, you are invited to have your expert attend and participate in this inspection and testing procedure. The electrical system and components within the area of origin will be removed and examined at that time. To coordinate the inspection date and time, please contact Gary L. Haun, Sr. at telephone number (800) 965-6724. Should you have any questions pertaining to this matter or wish to discuss the same in further detail, please feel free to contact me at any time prior to the examination.

I would like to ask that you fax a Letter of Intent to telephone number (615) 860-8242 in regards to your attendance at this examination. I would also like to caution you that

ER25-005-LC-7915

Ford Motor Company
May 26, 2005
Page 2

should your experts fail to appear at the inspection or your expert elects not to be present, you will forfeit any right to subsequently claim of prejudice/spoliation under [REDACTED] vs. Volkswagen of America, Inc., 405 mass 191 (1989).

Sincerely,



Gary L. Baum, Sr.
Certified Fire Investigator (C.F.I./C.F.E.I.)

GLH:sth

Cc: Mr. Casey Cochrane
Met Life, Auto & Home Insurance Company
P.O. Box 410300
Charlotte, North Carolina 28273

Last Handling Date/ Issue Status		Name/ Reason Desc	ISSUE LIST Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/12/2005 CLOSED		[REDACTED] LEGAL - ACCIDENT / FIRE	5LMPU28L2W [REDACTED] 697241315	1998 NAVIGATOR	07

ERR-803-LC-7917

6/10/2005

All Action Details for Issue

Print

VIN: 5LMPL12B12W [REDACTED] Year: 1998 Model: NAVIGATOR Case: 887241315
Name: [REDACTED] Owner Status: Subsequent WBD: 1988-01-13
Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDERHOOD Primary Phone: [REDACTED]
Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]
Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS - FIRE
Dealer: 12277 BEAMAN LINCOLN-MERCURY INC Origin Desc: US CONCERN CASE BASE
Odometer: 168000 MI Comm Type: PHONE
Analyst Name: BOODHAI EVELINE Analyst: EBOODHAI
Action Date: 05/11/2005 Action Time: 19.22.03.362 Action Data: No

Comments CUSTOMER SAID: FOUR MONTHS AGO THE CRUISE CONTROL STOPPED WORKING. ON THE 07/05/05 AT 11.30 PM THE VEH WAS SITTING IN THE PARKING LOT WHEN IT BURST INTO FLAMES SOME WHERE UNDER THE HOOD. THE FIRE DEPT CAME AND PUT OUT THE FIRE A REPORT WAS FILED WITH THE POLICE AND INSURANCE COMPANY. CRC 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.

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER
Dealer: 12277 BEAMAN LINCOLN-MERCURY INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 168000 MI Comm Type: MAIL
Analyst Name: DUNLAP, KENISHA Analyst: KDUNLAP
Action Date: 05/12/2005 Action Time: 12.51.18.880 Action Data: No

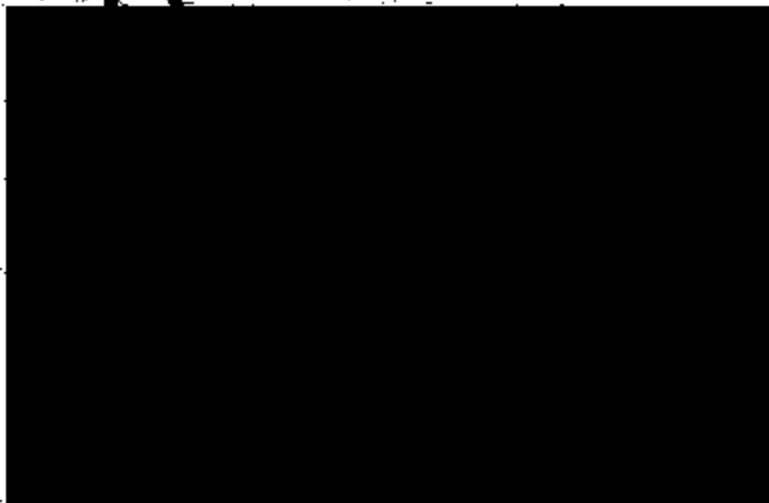
Comments ACK

Action: DENY ASSISTANCE - BEYOND WARRANTY
Dealer: 12277 BEAMAN LINCOLN-MERCURY INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 168000 MI Comm Type: MAIL
Analyst Name: DUNLAP, KENISHA Analyst: KDUNLAP
Action Date: 05/12/2005 Action Time: 12.51.59.219 Action Data: No

Comments NO ASSISTANCE. THE CUSTOMER'S VEHICLE IS BEYOND WARRANTY, THERE ARE NO RECALLS, AND NO RELATED REPAIR HISTORY. THERE ARE NO INJURIES. NOTHING FURTHER. CLOSING CORRESPONDENCE MAILED. CASE FILED.

E905-085-LC-7918

6/10/2005



人

GEICO
INSURANCE GROUP

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
MAR 11 2002



1240 Ala Moana Blvd. 5th Floor ■ Honolulu, HI 96814

PAYMENT RECOVERY NOTICE

Date: 3-5-02

Ford Motor Corporation
Attn: Sharon L. Norton
Parkland Towers, West #300
3 Parkland Blvd.
Dearborn, MI 48126-2508

008658774 0101 038

01/01/01

RICHARD C. HAZLETT

Your Insured/Driver: [REDACTED]

Your File #: _____

Your Vehicle: _____ Tag #: _____

WHEN RESPONDING-
PLEASE REFER TO OUR
CLAIM NUMBER.

Date of Loss/Location of Loss: 1-1-01/Honolulu Ford Motors Co.

Our investigation shows your insured to be at fault in the accident.

- 1. Repair or replacement of our vehicle has been concluded. Our subrogation claim will be forwarded. Please protect our interest.
- * 2. Payment for repairs has been made. Documentation is attached. Please honor our claim.
CO's Interest: \$ 5447.13 Insured's Deductible: \$ (waived)
Rental: \$ 133.28 Total: \$ 6,180.41
- 3. Our vehicle was declared a total loss. Documentation is attached. Please honor our claim.
Amount paid to the insured: \$ _____ Insured's Deductible: \$ _____
Net salvage recovery: \$ _____ Total: \$ _____
- 4. We have subrogation rights for no fault benefits paid. Our documentation is attached. Please honor our claim.
Medical: \$ _____ Wages: \$ _____ Other: \$ _____ Total: \$ _____
- 5. Since notifying you on _____ of our subrogation claim, we have paid additional damages of _____. Please include this in your payment to us. Documentation is attached. Our Total Claim is \$ _____.
- 6. Documentation of our claim was sent to you on _____. When may we expect payment?
- 7. Arbitration was filed and a decision was rendered in our favor on _____. When may we expect payment?
- * 8. Please make your check payable to:
☒ GEICO ☐ GEICO Indemnity Company ☐ GEICO Casualty
☐ GEICO General Insurance Company ☐ _____

Thanks For Your Prompt Attention

Signature: Alma Tubeling

Phone: (808) 593-1010 x 4730

■ Government Employees Insurance Company
■ GEICO General Insurance Company
■ GEICO Indemnity Company

Shareholder Owned Companies Not Affiliated with the U.S. Government

8-54-C (8-98)

ER65-085-LC-7919



→ LATCH W/CABLE
→ VENT
→ HANDLE INSIDE
→ SPEAKER



ROOF SEAM SEALER
CRACKED BY HEAT



BURNT PARTS INCL.
HARDWARE FOR CAB
WINDOW





REMOVED NEC. PARTS
AND REFINISHED CAB
SIDE PANEL



R+I + REFINISHED
FUEL DOOR



REMOVED BACK WINDOW
GLASS.



COLOR SAND & BUFFED



WARPED SPEAKER



REMOVING A-M TINT.



REMOVED SUBWOOFER AND SENT OUT TO
GOLDEN UPHOLSTER.



COMPLETED W/TEMPORARY
REPAIRED CAR WINDOW
GLASS.

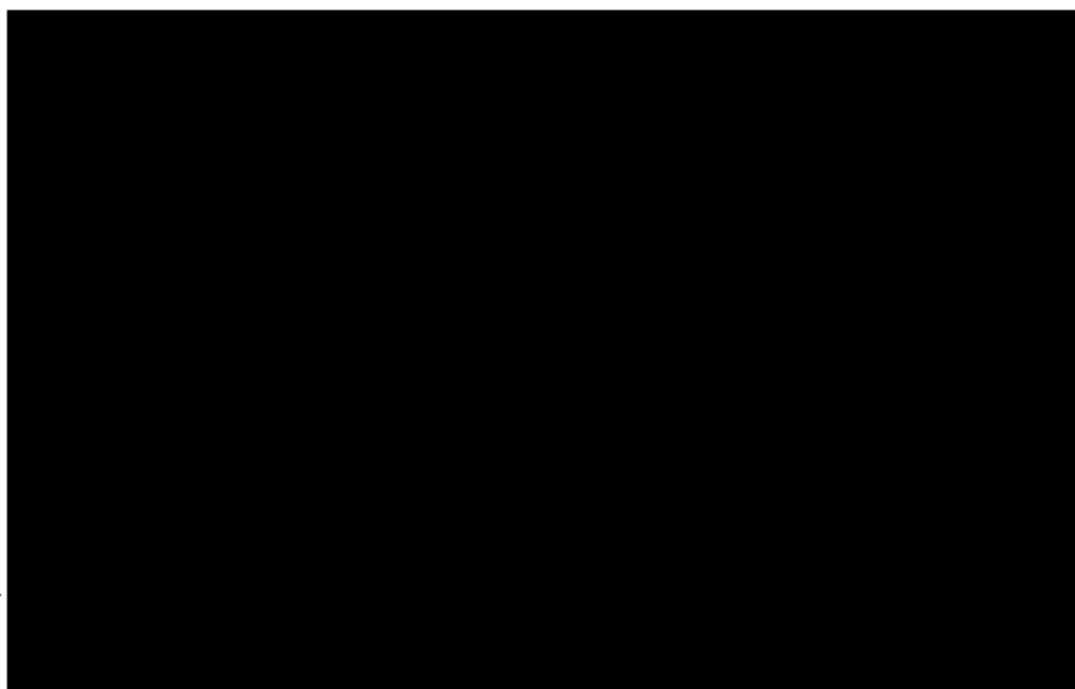


Action Detail

VIN: 1FMEU17L5V	Year: 1997	Model: EXPEDITION	Case: 627121085
Name:	Owner Status: Subsequent	WSD: 1996-12-27	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME		Primary Phone:	
Reason Desc: LEGAL - ACCIDENT / FIRE		Secondary Phone:	
Issue Type: 10 OGC	Issue Status: CLOSED	Dealer: COASTAL FORD	
Origin Desc: US CONCERN CASE BASE		P & A Code: 02838	
Action Desc: CONTACT ADVANCED TO OGC			
Odometer: 100000 MI	Comm Type: PHONE		
Action Date: 04/18/2005	Action Time: 17:24:44:540	Action Date: No	
Analyst Name: GREAVES JOVANIA	Analyst: JGREAVE4		

COMMENTS: CUSTOMER SAID: - VEH CAUGHT ON FIRE YESTERDAY MORNING- BOTH THE FIRE AND POLICE DEPTS CAME OUT... HAVE PICKED UP THE REPORT FROM THE FIRE DEPT... INCIDENT REPORT: 2005-0508222-000- HAVE NOT CONTACTED INSURANCE COMPANY- SAW FLAMES COMING FROM THE FRONT END OF VEH. NOT EXACTLY SURE IF THE FLAMES WERE COMING FROM UNDER THE HOOD OR FROM THE DASH, JUST KNEW THE FLAMES WERE COMING FROM THE FRONT- EVERYTHING INSIDE VEH ALL BURNED UP; - SON'S TRUMPET WAS INSIDE VEH AND BURNED UP- FRONT WHEELS COMPLETELY BURNED UP; TWO REAR WHEELS ARE FINE- BASICALLY THE ENTIRE VEH HAS BURNED UP... THERE IS ALSO DAMAGE TO THE FAMILY HOME; VEH WAS PARKED BESIDE A WINDOW OF THE HOUSE; SHUTTERS OF THE WINDOW BURNED, TOP PART OF THE HOUSE AND THE GLASS OF THE WINDOW WAS SHATTERED. THE BLINDS AT THE WINDOW WERE MELTED ALSO...- HAVE NOT TRANSPORTATION AT THIS POINT... VEH IS STILL SITTING IN DRIVEWAY WHERE THE INCIDENT OCCURRED. DEALER SAID: COASTAL FORD 7311 AIRPORT BLVD. MOBILE, AL 36608(251) 344-4000. CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS.

EPCO-005-LC-7923



1451-02-83-3

Forensic Analysts, Inc.

**PRELIMINARY
REPORT OF FINDINGS**

CLAIM NO: 1451/02 83 Loss Report #3

INSURED: [REDACTED]

Prepared for:

USAA INSURANCE COMPANY
P.O. BOX 34176
SAN ANTONIO, TEXAS 78284

ATTN: MR. MIKE ACOSTA

Jeffrey R. Abrams, CFI, CFEI, ASE, CVFI
President

219

PAI File No. 2167

April 29, 2003

EA05-005-LC-7824

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I. INTRODUCTION

Reportedly, on March 23, 2003, a fire occurred involving a 2000 Ford Ranger vehicle. On April 9, 2003, Forensic Analysts, Inc. was retained by Mr. Mike Acosta of USAA Insurance Company to inspect the vehicle and determine the origin and cause of the fire.

On April 10, 2003, Mr. Jeffrey Abrams, CF, CFEI, ASE, CVFI of Forensic Analysts, Inc., inspected and photographed the Ford Ranger vehicle at Bayou City Auction Pool, 16602 E. Hardy, Houston, Texas.

Samples of the engine oil and automatic transmission fluid were taken, should an oil analysis be desired to help determine the pre-fire condition of the engine and/or transmission. These samples are being stored at the offices of Forensic Analysts, Inc., pending further notice from USAA Insurance Company.

This report is based upon information available to us at this time, and is not necessarily final. Should additional information be presented or discovered, we reserve the right to review and, if necessary, revise this report and our conclusions in light of that information.

II. CONCLUSION

April 23, 2003

Page 3

FAI File No. 2767

ER05-005-LC-7926

Forensic Analysts, Inc., inspected and photographed the Ford Ranger vehicle and interviewed the insured.

In conclusion, based on our observations and the findings as noted in this report, it is our opinion that this 2000 Ford Ranger vehicle engine compartment fire was the result of ignition of gasoline fumes by an errant spark, immediately to the left of the right side most engine valve cover at, and immediately surrounding, the right side fuel injection rail. It is further our opinion that as repairs had been performed in this immediate area by Gullo Ford Mercury, less than fifty (50) miles prior to the onset of this vehicle fire, and that these components should not require any service well beyond any warranty period, that Gullo Ford Mercury should be held completely responsible for this vehicle engine compartment fire. And finally, the fact that this fire burned for less than five (5) minutes, and consumed an extraordinary amount of the combustible materials within the engine compartment, and intensely burned protected areas surrounding the right side fuel-injection rail, that the fire path, as well as the burn patterns observed, are completely consistent with the ignition of gasoline, that was likely fueling this engine compartment fire, prior to it being extinguished.

III. DISCUSSION

FORD VEHICLE IDENTIFICATION

The vehicle was identified as a maroon, two door, 2000 Ford Ranger Extended Cab Pickup vehicle, bearing Texas license plate number [REDACTED] and vehicle identification number 1FTYR14X1Y [REDACTED]. At the time of our inspection, the odometer the odometer was consumed, as was the Texas Department of Public Safety inspection sticker and vehicle registration sticker.

FORD VEHICLE INSPECTION

Our inspection of the vehicle exterior revealed a fire that was primarily contained to the front half, and was most localized at, and immediately surrounding, the engine compartment. Specifically:

1. There was no burn experienced at all, at, or immediately surrounding, the rear bumper or tailgate of the vehicle.
2. Both right side and left truck bed sides were virtually unaffected by this fire, with the exception of some mild soot covering on the front portion.
3. Both right rear and left rear tire and wheel assemblies were intact, attached, and unaffected by this fire. In fact, both rear tires were still fully inflated at the time of our inspection.
4. The truck bed, itself, contained a sprayed-in truck bed liner. This liner, which is very combustible, and easily consumed in mild fires surrounding the area, was only mildly burned on the very top

portion of the front face. This is purely consistent with the fire spreading from the front toward the rear, and ending at the front portion of this truck bed.

5. Within the truck bed, itself, were components that apparently were found on the ground around the vehicle, subsequent to this vehicle fire. These components included:

- a. The burned remains of the blower motor.
- b. The rubber molding extended cab portion, previously surrounding an extended cab glass.
- c. An Electronic Control Module (ECM) that could have fallen down from below the engine compartment.
- d. The aluminum air conditioning evaporator core.

All of these components were severely burned, and, again, were thrown within the interior of the truck bed, prior to our inspection.

6. As we continued to move forward in front of the truck bed, we observed that all of the exterior window glass was shattered as a result of the fire. It must be noted, however, that the entire rubber surrounding the rear windshield was still intact, and only mildly burned, at the time of our inspection. This obviously is consistent with a fire that traveled to, and did not originate around, the rear portion of the vehicle cab. By comparison, approximately eighty percent (80%) of the front windshield rubber surround was consumed in this fire.

7. The extended cab portion of the left side of the vehicle was only severely burned on the top half. The bottom half was still fully intact, and unaffected, by this fire, with the exception of a covering of soot. The fire on the extended cab portion was most intense, partially, consuming the paint at, and above, the shattered extended cab window glass.
8. As we continued to move from the rear toward the front on the left side of the vehicle, we observed that approximately eighty percent (80%) of the paint was consumed on the left side door panel. The only portion of the door panel that contained only mildly burned, but intact, paint was that on the bottom twelve inches (12"), on the very rear twelve inches (12") of the door panel. This, again, is purely consistent with a fire traveling from the front toward the rear of the vehicle interior, lessening the farther we moved away from the door panels. Additionally, the left side exterior mirror had fallen away from the vehicle, as a result of being partially consumed by the fire.
9. The right side of the vehicle cab experienced lesser burn than the left side, as nearly eighty percent (80%) of the paint was still remaining on both the extended cab portion of the right side of the cab, as well as the right side door panel. The burn was observed to be approximately four to five feet (4'-5') above ground, on the extended cab portion of the right side of the vehicle, however, was approximately two-feet-six inches (2'6") above ground, at the front edge of the right side door panel. This, again, is clearly consistent with a fire that was traveling from the front toward the rear portion of the vehicle interior. The lowest burn spot was immediately neighboring the firewall access holes.

10. Both right front and left front fenders were severely burned, consuming nearly all of the available paint. The only section of paint that was remaining was on the very bottom rear portion of the right front fender.
11. The vehicle hood, which was composed of an aluminum alloy material, had melted, and was virtually consumed in this fire.
12. The left front tire and wheel assembly was severely burned, partially melting the aluminum alloy wheel cover, and severely burning the rubber. The burn on the left front tire, however, was not sufficient to generate tire deflation. The right front tire, by comparison, was much more severely burned, as it was approximately fifty percent (50%) consumed in this fire, and obviously, deflated as a result of contact with the fire.
13. The vehicle front grille and both right front and left front headlamp assemblies were primarily consumed in this fire. There were, however, some plastic composite remains of the left front headlamp assembly. This, again, is corroborating the belief that the fire was more intense in the right side of the engine compartment than the left side, as more components were unconsumed on the left side of the engine compartment.
14. The front bumper was severely burned. However, there was limited burn on the left side front bumper extension. This, again, is purely consistent with a fire having been less intense on the left side of the engine compartment.

A special note must be made, relating to our inspection of the left side door panel. It must be noted that there was a distinct line of demarcation of soot

that had built up on the very rear edge of the left side door panel and an un-sooted area on the very front edge of the extended cab portion of the vehicle, on the left side. This is consistent with the left side door panel, potentially, having been open during the course of the fire.

In summary of our inspection of the burn observed on the vehicle exterior, all evidence is completely consistent with a fire that traveled from the engine compartment into the vehicle interior, through the firewall access holes, prior to stopping immediately in front of the forward section of the truck bed. This fire is also consistent with that which was more intense on the right side of the engine compartment than the left side.

Our inspection of the vehicle interior revealed:

1. The skeletal remains of the interior rear seats.
2. The skeletal remains of the front two bucket seats.
3. The burned, and partially consumed, remains of the vehicle dash. It must be noted that the right half of the vehicle dash was primarily just the skeletal remains, while there was a significant amount of combustible materials immediately above the left half of the vehicle dash. This, again, is consistent with a fire having intensified more in the right side of the engine compartment, prior to entering into the right side of the vehicle dash, through the firewall access holes.
4. We observed the burned remains of the steering column.

5. We observed the burned remains of both passenger side and driver side air bag assemblies.
6. We observed the fallen, and burned, remains of the dash-mounted stereo.
7. We observed the burned remains, but primarily intact, flooring material throughout the vehicle interior.
8. It must be noted that immediately above the flooring material, the clutch pedal rubber pad was burned, but still intact, purely consistent with a fire that was distinctively more upper level, even at the firewall.
9. We observed that the HVAC (Heating, Ventilation, and Air Conditioning) system firewall access holes, which are relatively large on the right side of the vehicle dash, were in the area of most intense burn behind the vehicle dash. This was also immediately in front of the consumed section of the right third of the vehicle dash. This is a very natural, and normal, place for an interior fire to intensify, if the fire was traveling from the engine compartment into the interior, and not vice versa.
10. We observed the burned remains of all of the interior speakers.
11. We observed that the right side of the steering column still contained an ignition key within the ignition lock. This key was in the run position at the time of our inspection, consistent with this vehicle having been in the on position, and potentially operating at the time of, and during, the course of the vehicle fire.

In summary of our inspection of the burn within the vehicle interior:

1. All evidence is purely consistent with a fire traveling, primarily, through the right side large firewall access holes, through the interior from the front toward the rear.
2. All evidence is purely consistent with a fire that was, primarily, upper level, again, consistent with a fire traveling from the engine compartment into the interior, and not vice versa.
3. All evidence is consistent with the vehicle having been in the on position, potentially operating at the time of, and during, the course of the fire.

Our inspection of the engine compartment revealed that this vehicle was equipped with a distributorless, V6, multipoint fuel-injected engine, and manual transmission. Specifically:

1. As previously stated, the entire vehicle hood, which was an aluminum alloy material, had melted as a result of this relatively intense engine compartment fire.
2. The left front-situated engine compartment battery was severely burned, and partially consumed. The partial consumption of this battery was most predominant on its right side, consistent with a fire that was mildly intensifying within the open air environment in the front of the engine compartment. This battery, however, was primarily intact at the time of our inspection.

3. The left front-situated, engine-mounted power steering pump and reservoir were primarily intact, and attached, at the time of our inspection. This plastic composite power steering pump reservoir was only burned, and deformed on the top, and was primarily intact on the bottom. This is consistent with a fire that was not significantly intensifying surrounding the power steering pump and/or its fiber composite pulley, but a fire that traveled to this area toward the endpoint of burn.
4. Immediately behind, and below, this burned power steering pump was a mildly burned, but still completely insulation-intact wiring. Again, this is consistent with a fire that was primarily upper level within the engine compartment, as these wires experienced much more intense burn, and partial consumption, of the wiring insulation at, and above, the power steering pump.
5. The left rear-situated power distribution panel within the engine compartment, which was situated immediately to the left of the brake master cylinder and power booster, was melted, deformed, and burned, but was not consumed, as a result of this fire. This area often times is consumed, when the fire origination is near this area.
6. Immediately neighboring this power distribution box was a severely burned, but still fully intact, brake master cylinder. This brake master cylinder was composed of aluminum. The fact that it was still fully intact, at the time of our inspection, is indicative of a fire that traveled to, and did not originate surrounding, this brake master cylinder. Even though the brake master cylinder reservoir was nearly consumed at the time of our inspection, there were still some remnants of plastic composite materials, again, consistent with an incomplete consumption of the easily consumed brake master

cylinder reservoir. This, again, is consistent with a fire that traveled to, and did not originate surrounding, this area in the left third of the engine compartment.

7. Observing the burn on the left side of the engine, we did observe that the left side engine valve cover, which was composed of a steel material, still contained some severely burned, and partially consumed, but intact, paint on the very top. The wires that were also routed immediately above this left side engine valve cover were severely burned, but still primarily intact. The burn experienced by the wires and insulation on the left side of this engine valve cover were significantly more consumed, as we moved toward the firewall. This is quite peculiar, as this is the more protected area in the very rear portion of the engine compartment, immediately neighboring, and behind, the left rear corner of the engine. This fire was then distinctively traveling from the rear toward the front of the engine. It must also be noted that immediately neighboring this unconsumed paint on the top of the left side valve cover, there was a relatively unburned area on the top portion of the aluminum section of the intake manifold. This, again, is consistent with a burn that was relatively mild on the top portion, of the left half of the engine.
8. The very front portion of the engine compartment contained a radiator cooling fan, the blades of which were a plastic composite material, as well as an aluminum alloy radiator fan clutch. Only the plastic composite fan blades were consumed, but there was still some plastic composite material surrounding the still intact radiator cooling fan clutch. Fires can, and often times do, intensify within the open air environment within the front of the engine compartment. The fact that there was not severe burn and

consumption of the plastic composite materials, and aluminum radiator and air conditioning condenser, is testament to the fact that the fire traveled to, and did not originate surrounding, the front portion of the engine.

9. The right front corner of the engine compartment contained severely burned, and primarily consumed, air intake plumbing and the air filter housing. Additionally, there was a severely burned, and partially consumed, upper radiator hose. The partial consumption of this upper radiator hose increased, the closer we moved toward the firewall. This, by distinct comparison, with the near fully intact, and unconsumed, lower radiator hose is, again, testament to the fact that the fire was definitely upper level within the engine compartment, and more intense on the right side of the engine compartment. The fact that this upper radiator hose was partially consumed toward the rear is consistent with a fire traveling from the rear toward the front, in the right half of the engine compartment, as well.
10. Virtually, all of the combustible materials were consumed in the right third of the engine compartment at, and behind, the alternator to the firewall. The only components that still were partially intact were those hoses and plastic composite components that lay at rest, immediately above the right side frame rail. The top eighteen-inch (18") section of the right third of the engine compartment contained no combustible materials behind the alternator.
11. Comparing the right side engine wiring to the left side, it must be noted that the wires were primarily insulation-void at, and to the right side of, the engine. This, by direct comparison to the still intact

wires on the left side of the engine, is, again, purely consistent with a fire that was much more intense on the right side of the engine.

12. Even the wires above the transmission, behind the engine, were insulation-void. This is quite a peculiarity, for wires to be insulation-void in the very protected area, protected by the rear portion of the engine, the firewall, and the transmission, as well as the closed vehicle hood. This very protected area can only burn in this fashion if the fire is either fueled in this area, or originating in this area, potentially, both.
13. The upper air intake manifold on this vehicle, which was composed of a plastic composite material, was severely burned, and partially consumed. Even though we would expect the top of this plastic composite component to be partially consumed, due to the upper level nature of this engine compartment fire, it must be noted that the bottom portion of the left half of this upper air intake plastic composite manifold was primarily intact, and, as previously stated, the aluminum manifold below it was relatively clean. Again, by comparison, the underside of the right half of the plastic composite manifold was severely burned. There was widespread soot, and burned and fallen fire debris, on the aluminum manifold, immediately below it. This section of the manifold was immediately below the right side fuel-injection rail.
14. Even the ignition coil pack, which was situated immediately to the left of the rear portion of the right side valve cover, was burned around its entire perimeter, even on the bottom side, above the protected area of the aluminum intake manifold. And, the wires routed to the very protected left side of this ignition coil pack were partially insulation-void. The only way the wires on the left side of

this ignition coil pack could be partially insulation-void, is for the fire to have been burning in the very protected area, below this ignition coil pack. The only fuel source that can be ignited, below this ignition coil pack, is gasoline fumes from leaking gasoline.

15. As previously stated, the top portion of the left side valve cover still contained burned, but intact paint. By comparison, the right side engine valve cover contained completely consumed paint on the top portion, completely consistent, again, with the fire having been most intense in the very protected area on the right side of the top of the engine, on the left side of the right side engine valve cover.

The only way a fire can intensify in this fashion, in this area, is for it to have been fueled. The only source of fuel that can generate this type of fire intensification, is leaking gasoline from the fuel-injection components. All evidence, again, is purely consistent with the ignition of gasoline fumes within the engine compartment, likely, by an errant spark. Additionally, it must be noted that if this vehicle was, indeed, operating as indicated by the "run" position of the ignition key, which was still within the steering column, at the time of our inspection, then this engine compartment fire is, indeed, consistent with a fire that was likely fueled with pressurized gasoline, leaking from the fuel-injection system.

INTERVIEW WITH THE INSURED

An interview with the insured helped construct an order of events, immediately preceding the onset of this vehicle fire:

1. He stated that he purchased the vehicle approximately thirteen (13) months ago from Joe Myers Ford.

2. He said that he had experienced a few problems with the vehicle, subsequent to its purchase, which included power window repairs, as well as replacement of the transmission, which he said had occurred on three (3) separate occasions.
3. Subsequent to these initial problems, he said that he had been experiencing no significant problems with the vehicle for approximately eight (8) months.
4. Toward the end of these eight (8) months, however, he did say that the door locks started to act up again, and he thought that he was leaking transmission fluid.
5. Immediately prior to this fire, actually a few days prior to the onset of the fire, he stated that he was experiencing problems associated with a hard start condition. In fact, it seemed like the vehicle continued to die on him, until it became warmed up. He then brought the vehicle into Gullo Ford Mercury in Conroe, which labeled this problem as a "died, while cold" problem. Repairs that were performed on this vehicle were reflected on Invoice No. 425206. The date of the repair receipt is in question, as the original repair receipt burned up within the glove box of the vehicle. However, Gullo Ford Mercury in Conroe, reportedly, tested the fuel-injection system, the reprogrammed the PCM (Powertrain Control Module), tested the fuel pump pressure, and replaced the IAC (Idle Air Control) valve during the course of these repairs.
6. The insured then stated that subsequent to the repairs, he picked up his vehicle from Gullo Ford, he believed on a Saturday.

7. He said on Sunday, he ended up driving his vehicle, initially, to a friend's house, which he speculated was approximately fifteen (15) miles away.
8. He then socialized for the next two (2) hours, and the vehicle sat idle, not operating.
9. He said that during the drive to his friend's house, he thought he smelled some gasoline, and the odor became much more predominant when he started to drive away. In fact, he remembers thinking the gasoline smell was on his hands, as he was operating a dirt bike, prior to this.
10. He said that he then drove approximately two (2) miles to a gas station, and thought he put maybe four or five dollars (\$4.00-\$5.00) of gas in the vehicle.
11. He said that he thought the windows were down, and he was trying to figure out where the fumes of gasoline were coming from.
12. When he drove the vehicle away from the gas station, he thought that he had driven approximately four or five (4-5) miles, prior to realizing that the vehicle behind him was flashing lights, and attempting to flag him down.
13. He then pulled over into a parking lot, and was told through his rolled down window, that the vehicle was smoking. He got out of the vehicle, walked around it, and then lifted up the hood, at which time, he saw that there was a tremendous amount of smoke within the engine compartment. He thought that he saw a fire flare up on

the top portion of the engine. In fact, he specifically stated that it was near the alternator and distributor cap.

14. He then quickly ran to the interior of the vehicle, the hood slammed shut, and he grabbed his wallet, and cell phone, and ran away from the vehicle. He then proceeded to call 9-1-1. The fire department arrived within three to five (3-5) minutes to extinguish the fire.
15. He stated that the vehicle hood remained closed, and the driver's door remained in the open position, during the course of the fire.
16. He said that the repair invoice from Gullio Ford labeled the mileage on the vehicle was 29,305, and he thought that he had traveled less than fifty (50) miles, since he picked up the vehicle on Saturday.
17. He also stated that he believed the vehicle was still under a three-year/thirty-six thousand mile (3yr/36,000 mi.) warranty, as the in-service date on the vehicle was November of 2000. So he speculated that he had 6,500 miles and seven (7) months left on this factory warranty.
18. He does not remember turning the vehicle off, at all. He thinks the vehicle remained operating, during the course of the fire. In fact, he remembered normal engine noises, when he lifted up the hood, prior to it slamming shut.

All evidence is distinctively consistent with the fire originating at, and intensifying on, the top of the engine, literally, between the alternator and ignition coil pack. The ignition coil pack would likely be classified as a distributor, to the majority of people unfamiliar with distributorless ignition.

All evidence relating to our interview of the insured, and observations per our inspection of the vehicle, is, indeed, consistent with a fire origination on the top portion of the right side of the engine at, and immediately below, the ignition coil pack, surrounding the right side fuel injection fuel rail. The fact that Gullo Ford replaced an idle air control valve, and inspected and tested the fuel-injection system, is purely consistent with the technicians at Gullo Ford, literally, working in, and inspecting, the vehicle around the area of most intense burn, on the top right side of the engine. The precise cause of this vehicle fire is nearly impossible to determine, due to the widespread burning in the very protected area below the ignition coil pack on the left side of the right side valve cover. However, all evidence is purely consistent with this fire having been the result of ignition of gasoline fumes in this area at, and immediately surrounding, the right side fuel-injection rail. These fuel injection systems should not require any service for an extended period of time, and often require no service in excess of 100,000 miles. Any problem associated with a compromise of the fuel-injection system, especially under factory warranty, is purely consistent with component failure that should be the full and complete responsibility of the Ford Motor Company, or any repairing technician that was in the immediate vicinity, immediately prior to the onset of the fire. As Gullo Ford could have easily contacted, inspected, repositioned, and diagnosed all aspects of the fuel-injection system per the Repair Order No. 425206, Gullo Ford Mercury is, likely, responsible for the onset of this engine compartment fire.

RECOMMENDATIONS

We recommend that the 2000 Ford Ranger Extended Cab Pickup vehicle be retained, secured, and protected regarding any further testing or inspection by other interested parties. We also reserve the right to be present and observe any, and all, inspections or testing of this Ford Ranger vehicle, by any other concerned parties.

IV. BASIS OF REPORT

This report is based upon the following:

1. Inspection of the 2000 Ford Ranger Extended Cab Pickup vehicle.
2. Interview with the Insured.
3. Review of repair receipt No. 425206.
4. Information and observations as noted in this report.

April 29, 2003

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FBI File No. 2767

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ER05-005-LC-7847



DATE CREATED: 2003-04-01 14:51:44
DESCRIPTION:

ER05-005-LC-7948



USAA COUNTY MUTUAL INSURANCE COMPANY
9800 Fredericksburg Road, San Antonio, TX 78288

CHRIS DANGERFIELD
925 I 45 SOUTH
GULLO FORD MERCURY
CONROE TX 77301

June 5, 2003

Policyholder: [REDACTED]
Reference Number: 14240283-7102-3-8944
Date Of Loss: March 23, 2003
Loss Location: Montgomery, Texas
USAA Tax ID Number: 56-1893567
Your Policyholder: [REDACTED]
Your Reference Number: Unknown

Dear Ms. Norton:

Our investigation reveals that your insured is responsible for damages sustained in this loss.

This is to notify you of our subrogation interests and to request that you not make any settlements on this claim without protecting our recovery rights.

A few days prior to this vehicle fire, our insure was experiencing problems associated with a hard start condition. The vehicle would continue to "die" on our insured until it became warmed up. Our insured brought his vehicle into Gullo Ford Mercury in Conroe which labled this problem as a "died while cold" problem. Gullo Ford Mercury tested the fuel-injection system, reprogrammed the PCM, tested the fuel pump pressure, and replaced the IAC vavle during the course of the repairs.

Our insured picked up the vehicle after the repairs were completed and drove less than 50 miles when the engine caught fire. Our expert determined that the fire originated on the top portion of the right side of the engine at, and immediately below, the ignition coil pack, surrounding the right side fuel injection fuel rail. This is the exact area the technicians at Gullo Ford had been working in. Since Gullo Ford could have easily contacted, inspected, repositioned, and diagnosed all aspects of the fuel-injection system per the Repair Order Number 425206, which burned in the fire, Gullo Ford is likely responsible for the onset of the engine compartment fire.

USAA is looking to collect the \$12,040.68 we paid out in damages as a result of this fire.

14240283 - 3 - TX - 03/23/03 - 8944 - 88 - A109

- If you wish to discuss this matter, please contact me.

Sincerely,

Patricia R. Head

Patricia R. Head
Claims Subrogation Specialist
West Zone Subrogation
Phone: 1-800-531-8222, Option 1 Ext. 33549
Fax Phone: 623-715-8526

ER05-006-LC-7800

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USAA

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VS.

GULLO FORD MERCURY
and FORD MOTOR COMPANY

• IN THE COUNTY CIVIL COURT
•
• AT LAW NO. 2 OF
•
• MONTGOMERY COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW, USAA County Mutual Insurance Company, ("USAA"), the real party Plaintiff, who brings this suit as subrogee of [REDACTED] is nominal Plaintiff only and no claim is made on behalf of [REDACTED] and files this Original Petition complaining of Gullo Ford Mercury ("Gullo") and Ford Motor Company ("Ford"), and for cause of action would respectfully show unto the Court as follows:

I.

Discovery in this case will be conducted under Level I of Rule 190, Texas Rules of Civil Procedure. Plaintiff states that only monetary relief aggregating \$50,000.00 or less, excluding costs, pre-judgment interest and attorneys fees is now sought in this suit.

II.

Nominal Plaintiff is a resident of Montgomery County, Texas. The loss made the basis of this suit occurred in Montgomery County, Texas.

Gullo Ford Mercury is a corporation, a partnership, a sole proprietorship or some other form of business entity. It is here sued in whatever capacity it exists. It may be served with process herein by serving its General Manager, Sparky Gullo, at the business offices, 925 I-45 South, Conroe, Montgomery County, Texas.

Ford Motor Company is a corporation or some other type of business entity organized under the laws of some state other than Texas. Its Registered Agent for service of process within the State of Texas is C-T Corporation Systems, Inc., 350 N. St. Paul Street, Dallas, Dallas County, Texas. Service of process in connection with this suit may be made upon such agent at that address.

III.

Whenever in this petition it is alleged that Defendants did any act or thing, it is meant that Defendants themselves, Defendants' officers, agents, servants, employees or representatives did such thing or act and at the time such thing or act was done, it was done with the full authorization or ratification of Defendants or was in the normal and routine course and scope of employment of Defendants' officers, agents, servants, employees or representatives.

IV.

Defendant Ford is in the business of manufacturing and selling automobiles and trucks to consumers. Gerald Hernandez purchased a 2000 Ford Ranger pick-up truck, VIN 1FTYR14X1Y [REDACTED] made by Ford and sold by Defendants, which was defective. The defective truck was manufactured, distributed and sold by the Defendants, Ford and Gullio Ford Mercury.

Components of the electrical system and/or fuel distribution system components were defective or the truck was incorrectly repaired by Defendants.

VI.

One of the theories of liability in this case is commonly called Products Liability Law. Defendants, and each of them, are liable to Plaintiff for damages under the theory of strict liability as set forth in Section 402a of the Restatement of Torts (Second). Defendants were at all material times engaged in the business of manufacturing, assembling and/or selling trucks. This truck was "sold" by Defendants, as the term sold is used in Products Liability Law. The truck was expected to reach, and in fact did reach, [REDACTED] without substantial change in its condition. The truck was defective, unreasonably dangerous and subjected [REDACTED] property to an unreasonable risk of loss. The design of the electrical system and/or fuel distribution system was defective. The manufacture and/or repair of the truck was

defective. The Defendants failed to adequately warn of the dangers of use of the truck. The defective, unreasonably dangerous condition and defective design and Defendants' failure to warn were a producing and/or proximate cause of the damage made the basis of this lawsuit.

VII.

Defendants are also liable for negligence which proximately caused damages. Defendants, acting through their various agents and employees, were negligent in failing to properly design, construct and install within the truck its necessary engine components. Defendants were also negligent in their failure to warn of the danger inherent in the use of the defective product and in other acts of negligence. Defendants also failed to make repairs of the defective truck after assuring [REDACTED] that they had done so. Such negligence was a proximate cause of damages.

Alternatively, Plaintiff here invokes the doctrine of *res ipsa loquitur* and gives Defendants notice of same. The manufacturing of the various components, the choice of components, assembly and installation of the components into the truck and repairs made by Defendants were within the exclusive control of Defendants. The events that occurred would not have occurred in the absence of negligence.

VIII.

Defendants, and each of them, are also liable for breach of warranty under the law of warranties as expressed in the Uniform Commercial Code. Defendants expressly and impliedly warranted that as manufactured, sold and delivered, the truck was fit for the ordinary purpose and use to safely and dependably transport [REDACTED] and his family and that the truck was merchantable. Defendants also expressly and impliedly warranted that the components of the truck were made, designed and installed in a good and workmanlike manner and that it was safe and use would not expose the truck and personal property therein to unreasonable risk of harm. The warranties were breached and such breach of warranty was a producing cause of damages.

IX.

On March 23, 2003, the truck malfunctioned and caught fire. The fire spread from the engine area to other portions of the vehicle and it was destroyed. Personal property belonging to [REDACTED] and his family was destroyed. The truck and its contents were a total loss. The difference between the fair market value of the truck and destroyed property immediately before and immediately after the fire in Montgomery County, Texas was in excess of the sum of \$12,040.68.

X.

[REDACTED] neither knew or should have known that the truck was dangerously defective before the occurrence of the fire made the basis of this suit. The truck had malfunctioned prior to the fire and Defendants had repaired the truck and assured [REDACTED] that there was only a minor problem and it had been successfully repaired.

The undersigned attorney has been retained to pursue this claim and the causes of action here asserted. Claim is here made for an additional sum of money to be proved upon trial hereof, which sum represents the reasonable and necessary attorney's fees incurred in the prosecution of this case.

XI.

USAA is a real party at interest in this cause to the extent of \$11,840.68. It has an interest to such extent by virtue of subrogation rights from [REDACTED] and, to that extent, judgment against Defendants should be rendered in favor of said company as if it had filed this suit in its own name. USAA asserts its subrogation interest.

In its usual course of business as an insurer operating under and pursuant to the laws of the State of Texas, USAA issued to [REDACTED] its insurance policy against certain losses to the truck and other property. The insured property was damaged by fire and smoke, as herein stated, and the described policy covered the event and was in full force and effect on that date. USAA was compelled to pay, and did pay to [REDACTED] or for his benefit the

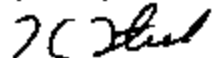
sum of \$11,840.68. USAA's rights arose as a result of such a payment by operation of law. USAA is the assignee, to the extent of payment, of [REDACTED] cause of action against the Defendants.

XII.

USAA here requests the Court withhold its presence in this lawsuit from the knowledge of the jury under the authority of the applicable rules, statutes and laws of the State of Texas. It further requests that upon hearing hereof, it be awarded judgment in its own name for the sums awarded to it as if it had solely brought this suit.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays Defendants be cited with notice of the filing of this suit and, upon hearing hereof, it have judgment against Defendants, and each of them, jointly and severally, for such actual damages as it shall prove, appropriate statutory and common law damages as shall be proved upon trial hereof, which actual damages are in a sum in excess of the minimum jurisdictional limits of the Court. Plaintiff requests it be awarded costs of Court, such pre-judgment interest and post-judgment interest as is appropriate under law, reasonable and necessary attorney's fees in such sums as it shall prove upon trial hereof, and that it be afforded such other and further relief to which it may show itself to be entitled.

Respectfully submitted,



THEODORE C. FLICK
ATTORNEY FOR PLAINTIFF
9525 Katy Freeway, Suite 305
Houston, Texas 77024
Telephone: (713) 932-8300
Telefax: (713) 932-9172
TBA No. 07148000
W3pet

VS.

GULLO FORD MERCURY
and FORD MOTOR COMPANY

* IN THE COUNTY CIVIL COURT
*
* AT LAW NO. 2 OF
*
* MONTGOMERY COUNTY, TEXAS

INTERROGATORIES and REQUESTS FOR PRODUCTION
and
REQUEST FOR ADMISSIONS OF FACT and REQUEST FOR DISCLOSURE

TO: Ford Motor Company, by serving its Registered Agent, C-T Corporation Systems, Inc., 350 N. St. Paul Street, Dallas, Dallas County, Texas:

Pursuant to Rules 194, 196, 197 and 198, Texas Rules of Civil Procedure, you are to answer the following Interrogatories under oath and make written responses to the following Request for Production, Request for Admission of Fact, and Request for Disclosure.

INTERROGATORIES

You are reminded that under Rule 197, Texas Rules of Civil Procedure, the answers to Interrogatories must be separate, full and complete and are to be signed and certain of the responses must be sworn to by the party and not by the attorney of record for the party. True copies of the Interrogatories, and the answers or objection thereto, shall be served upon the undersigned attorney and all other parties or their attorneys, and copies thereof shall be provided to any additional parties upon request. Answers to these Interrogatories shall be served upon the undersigned attorney within 30 days after service of the Interrogatories except that, if these Interrogatories accompanied citation, you shall serve answers within 50 days after service of the citation and petition upon you. Answers to these interrogatories shall be preceded by the question or interrogatory to which the answer pertains.

In answering these Interrogatories, you are required to furnish all information known or available to you regardless of whether this information is possessed directly by you, or by your agents, employees, representatives or attorneys.

If any of these interrogatories cannot be answered in full, answer to the extent possible, specifying the reason or reasons for your inability to answer the remainder, and stating whatever information, knowledge or belief you do have concerning the unanswered portion.

The time period for which answers to these interrogatories are requested extends to the date your answers to these interrogatories are served, unless the interrogatory states otherwise.

Whenever an interrogatory calls for the identification of a document, attach a copy thereof to your answer. Such copies should be clearly marked or otherwise designated with respect to the number of the interrogatory to which they are responsive.

Wherever an interrogatory calls for the identification of a document claimed by you to be privileged, attorneys' work product, confidential, or otherwise protected from production, disclosure or the subject of interrogation by interrogatory, you must follow the procedure set out in Rule 193, Texas Rules of Civil Procedure.

Wherever an answer to an interrogatory incorporates or refers to the response to another interrogatory, or refers to a document identified in such other interrogatory, specifically identify each particular interrogatory response or document to which such reference is made.

REQUEST FOR PRODUCTION

In producing the hereinafter described documents, you are requested to produce all documents known or available to you regardless of whether these documents are possessed directly by you or by your agents, employees, representatives or investigators, including your attorneys or their agents, employees, representatives or investigators.

If any of the documents cannot be produced in full, produce them to the extent possible, specifying the reasons for your inability to produce the remainder and stating whatever information, knowledge or belief you have concerning the unproduced portion.

This request is a continuing one. If after producing the requested documents, you obtain or become aware of any further documents responsive to this Request For Production, you are required to produce such additional documents.

With respect to any document which you claim to be privileged, attorney's work product, confidential or otherwise protected from production, you must follow the procedure set out in Rule 193, Texas Rules of Civil Procedure.

The place, time and manner of making the production of documents, written response and/or objections are specified to be in the offices of the undersigned attorney at 10:00 a.m. the first Tuesday following the expiration of 30 days after service of this request upon you, or if this request accompanied citation, at 10:00 a.m. the first Tuesday following the expiration of 50 days after service of citation and petition upon you (or at any earlier date and time as is agreed to by the parties).

REQUEST FOR ADMISSION OF FACT

You are reminded that Rule 198, Texas Rules of Civil Procedure require you to either admit or deny by written response the attached facts, and such facts shall be deemed admitted unless within 30 days after service hereof, you deliver to the undersigned Attorney of Record, a written statement either denying specifically the matters of which an admission is requested or setting forth in detail the reasons why you cannot truthfully either admit or deny these matters. If the request accompanies citation, a written response must be served upon the undersigned attorney within 50 days after service of citation and petition upon you. You are advised that a failure to specifically answer any request will be taken as an admission of the truth of the matter or fact. The facts which you are requested to admit are attached.

REQUEST FOR DISCLOSURE

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose, within 30 days of service of this request, except that, if this Request for Disclosure accompanied citation, the required disclosure must be made within 50 days after service of this Request for Disclosure upon you, the information or material described in Rule 194.2(a), (b), (c), (d), (e), (f), (g), (h), and (i); and, if this is a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, you are requested to also include the information or material described in Rule 194.2(j) & (k) as more fully set out on the attached.

SUPPLEMENTAL RESPONSE

Rule 193.5 requires that whenever "a party learns that its response to written discovery was incorrect or incomplete when made, or, although complete and correct when made, is not longer complete and correct, the party must amend or supplement the response:

"(1) to the extent that the written discovery sought the identification of persons with knowledge of relevant facts, trial witnesses, or expert witnesses, and

"(2) to the extent that the written discovery sought other information, unless the additional or corrective information has been made known to the other parties in writing, on the record at a deposition, or through other discovery responses."

DEFINITIONS

A. "You" or "your" or "Defendant" means Ford Motor Company and its attorneys, agents, employees or other representatives, or any entities owned or controlled by it.

B. "Document" means any physical embodiment of information or communication within the scope of Rules 192, 196 and such other of the Texas Rules of Civil Procedure which describe the scope of permissible discovery, and includes the original and every non-identical copy (whether different from the original because of handwritten notes or underlining or otherwise) of any paper or other record, and drafts, whether sent, received or neither, in whatever form, including

without limitation, print, typewritten, handwritten, tape, computer data sheet or card, computer printout, drawings, graphs, tables, charts, photographs, tape or phono-recordings, invoices, calendar or diary entries, and any other documents of any nature which are in your possession, custody or control.

C. "Orally" or "oral communication" means any words spoken or heard including, but not limited to, those spoken or heard in person, in conference, or by telephone.

D. The words "and" and "or" include both the conjunctive and the disjunctive, the singular includes the plural, the masculine includes the feminine, and "person" means and includes natural persons, firms, partnerships, associations, corporations, government agencies, or other entities of any kind, and any of their agents, employees, attorneys or other representatives.

E. "Identify", when used with reference to a document or other written communication, means to identify (i) the date, (ii) the author or authors (and, if different, the signer or signers), (iii) the addressees or addressees, (iv) the type of document (for example, letter, memorandum, chart), and (v) its present or last known location or custodian.

F. "Identify", when used with reference to an oral communication, means to identify (i) the date, (ii) the place, (iii) the participants, (iv) the manner (for example, meeting, telephone conversation), and (v) the substance of the communication.

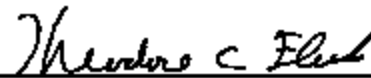
G. "Identify", when used with reference to a natural person, means to identify (i) his full name, (ii) his present business affiliation and position, (iii) his present business address and home address, and (iv) his position and business affiliation during the time period of the events set forth in the Plaintiff's pleadings.

H. "Identify", when used with reference to conduct, actions, course of action, practices, warranties or representations, means to identify any underlying written communications or oral communications with the specificity described in subdivisions (E) and (F) of these definitions,

and to describe any conduct, actions, courses of action, practices, warranties or representations not so encompassed with specificity, including, without limitation, (i) date or dates, (ii) person or persons involved, and (iii) nature, subject matter and/or substance.

1. "The Product" means the 2000 Ford Ranger, VIN 1FTYR14X1Y [REDACTED]

Respectfully submitted,



THEODORE C. FLICK
TBA #07148000
9525 Katy Freeway, Suite 305
Houston, Texas 77024
Telephone: (713) 932-8300
Facsimile: (713) 932-9172
ATTORNEY FOR PLAINTIFF
105inter

INTERROGATORIES

Definitions:

- a. The term "the product" as used hereinafter in these interrogatories means the 2000 Ford Ranger described on Page 6 of the discovery.
 - b. The term "similar products" as used hereinafter in these interrogatories shall mean products other than "the product" which are essentially and substantially similar to "the product" with regard to design specifications, material composition, make and model and which were either designed, manufactured, assembled, packaged, sold, distributed, advertised, installed, serviced, prepared, maintained, or in any way handled by this Defendant.
 - c. The term "component parts" as used hereinafter in these interrogatories shall mean any part, component, component part, or processed materials that was used by the manufacturer or assembler of the product.
-
1. State the name and position with this Defendant of each person providing information incorporated into the response to those interrogatories and specify, by name and number which interrogatory incorporates information provided by each person.
 2. Did this Defendant, or any agent or employee of this Defendant, design, manufacture, assemble, package, sell, distribute, advertise, install, repair, maintain, or in any way handle the product or any component part of the product as defined above? If so, specifically state this Defendant's involvement with the product.
 3. Does this Defendant contend that the fire made the basis of this suit was caused in whole or in part because of some defect or defective condition in a part, component, or processed material supplied to this Defendant by another or manufactured and installed by another? If so, state:
 - a. A complete description of the part, component, or processed material involved;
 - b. A complete description of the alleged defect or defective condition in it;
 - c. The name, address, and occupation of the person or corporation who supplied the part, component, or processed material which you contend was defective.
 4. Has this Defendant conducted any recall campaigns, operations, programs, or activities for any of the trucks similar to the product or similar products because of defects (or possible defects) in the electrical and/or fuel systems? If the answer to the preceding interrogatory is affirmative, please state and describe in complete detail each recall campaign, operation, program, or activity including, but not limited to such information as:

- a. The exact date of the announcement or beginning of the campaign, operation, program, or activity;
 - b. The purpose of the campaign or activity, in terms of potential or existing defect sought to be checked and/or corrected;
 - c. The types or models of products involved in the campaign or activity;
 - d. The number of products of each type or model sought to be examined and/or corrected;
 - e. The number of products of each type actually examined and/or corrected.
5. Has this Defendant received or become aware of any complaints of the defective or harmful operation of the electrical systems and/or fuel systems similar to the product or of similar products, or of any damage caused to any vans similar to the product, or of similar products? If so, state:
 - a. The date of the complaint;
 - b. The nature of the defect, condition or injury complained of;
 - c. The make, model and serial number of any product referred to by the complainant;
 - d. The name, address and job title of any persons who have copies, reports, summaries, transcripts, or other documents relating to the complaint;
 - e. Any investigations conducted in response to the complaint.
6. State the name, address and position with Defendant or employer of each person who inspected the product or any part or component thereof after the fire on behalf of this Defendant and state the date and place of inspection.
7. Did this Defendant make or perform any modifications or repairs to the product? If so, list each repair by date and describe each modification or repair and state whether or not it was done under any warranty or guarantee.
8. If, in answer to these interrogatories, you have answered that repairs or modifications were done as warranty or guarantee work, state the name of the warrantor or guarantor.

8. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
9. The use of the word "including" shall be construed to mean "without limitation".
10. "Communication" or "communications" means any contract or act by which any information or knowledge is transmitted or conveyed between two or more persons and shall include, without limitation, written contact by such means as letters, memoranda, telegrams, telecopies, or by any document, and oral contact by such means as face-to-face meetings or telephone conversations.

REQUEST FOR PRODUCTION OF DOCUMENTS

Request for Production No. 1:

Any and all agreements, contracts, or other documents that evidence the relationship, if any, between Ford Motor Company and Gullo Ford Mercury that relate to the manufacture, production, sale or distribution of the product.

Request for Production No. 2:

To the extent not produced in response to Request No. 1, above, any and all agreements, contracts, or other documents between or among Gullo, Ford Motor Company and any other corporation or entity related to the product.

Request for Production No. 3:

Any and all documents that relate to the sale, repair, maintenance or other transactions involving this Defendant and the product.

REQUEST FOR ADMISSIONS:

Definitions

"The product" is defined under definition immediately before the Interrogatories.

"You" refers to this Defendant as defined on Page 4 hereof.

1. Admit or deny that you manufactured the product.
2. Admit or deny that repairs were made on the product pursuant to your warranty of the product.
3. Admit or deny that Guilo Ford Mercury is authorized by you to perform repairs under your warranty program.

AFFIDAVIT

THE STATE OF _____ *

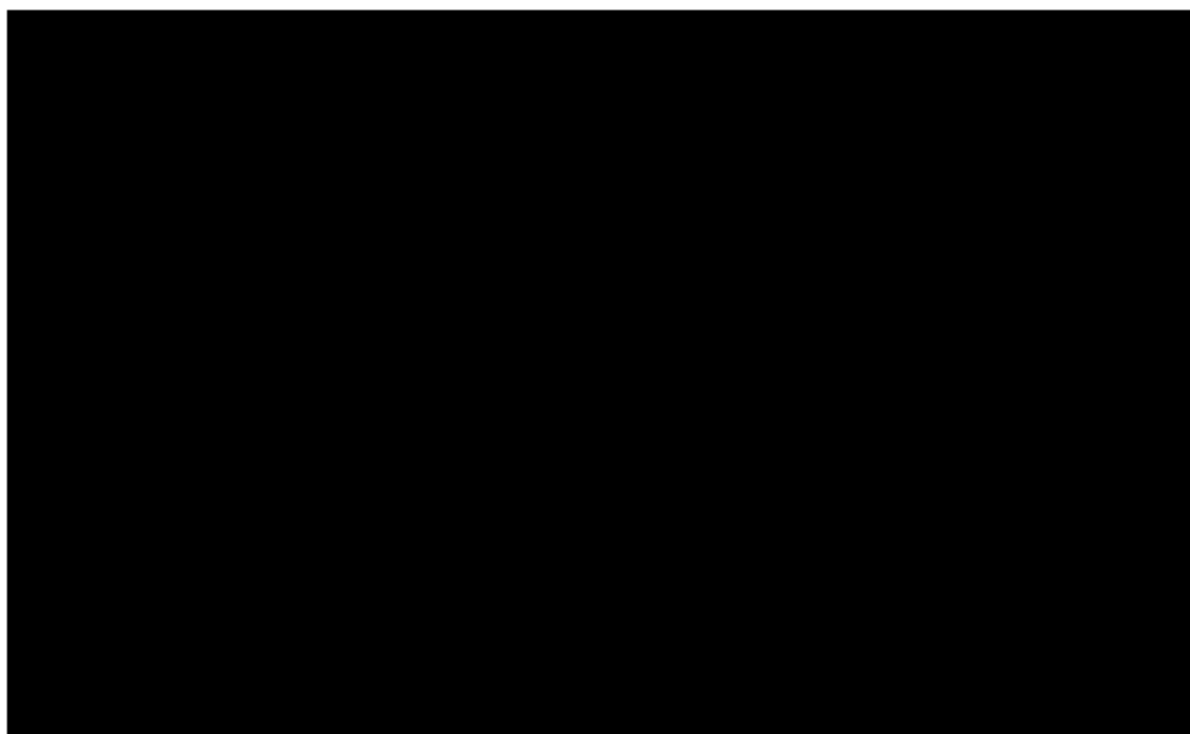
COUNTY OF _____ *

BEFORE ME, the undersigned authority, personally appeared an authorized representative of Ford Motor Company who, after being duly sworn, did depose and say that he/she has personal knowledge of the foregoing Answers to Interrogatories and the foregoing Answers are true.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 2003.

NOTARY PUBLIC in and for
the State of _____



Ford Motor Company

Office of the General Counsel

Ford Motor Company
Parklane Towers West
Suite 300
Three Parklane Boulevard
Dearborn, Michigan 48128-2568

September 25, 2001

Nation Wide Insurance
PO BOX 30000
Raleigh, NC 27622
ATTENTION: EARL RHODES

RE: Claimant: [REDACTED]
Your File Number: 61 32 N 753943 11122000 01
DOL: 11-12-2000

Dear Mr. Rhodes,

Thank you for your recently submitted materials. 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.)

- Johnson Co. near Benson*
- ☒ 1. The date of incident and the city and state in which it occurred.
 - ☒ 2. A complete description of the incident, including events which occurred prior to and subsequent to the loss. *No prior problem, dr. back B.L.*
 - ☒ 3. A copy of the police and/or fire report. *OK*
 - ☐ 4. For each person alleged injured: full name, date of birth, home address, marital status and name of spouse, social security number, occupation, a complete description of the injuries, the names and addresses of all treating physicians, and copies of all medical bills and reports.
 - ☐ 5. The vehicle year, model, and serial number.
 - ☒ 6. The mileage on the vehicle at the time of the incident. *11,000*
 - ☒ 7. *7000* Original color photographs of the vehicle's collision/fire damage & the alleged defective part(s), from several different angles.
 - ☐ 8. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
 - ☐ 9. Original color photographs of the accident scene showing the grade of the road.
 - ☐ 10. What is the alleged defect?
 - ☒ 11. *11000* Documentation to substantiate your defect allegation, including a copy of your expert's report and the expert's original photographs.
 - ☒ 12. Has the alleged defective part been repaired or replaced? *NO*
 - ☒ 13. The present location of the alleged defective part and the vehicle. *SEATTLE*
 - ☒ 14. The repair estimate, repair order, or your total loss worksheet for the *CC* vehicle's damage and any losses associated with this incident, and copies of draft payments.
 - ☒ 15. A complete service history for the subject vehicle, including any tune-ups or *(1) oil changes* oil changes.
 - ☒ 16. List any after market additions or modifications that were made to the vehicle. *None*
 - ☐ 17. We will be pleased to conduct non-destructive testing on your alleged defective part should you choose to remove the part and assembly and ship it at your own expense. Please follow the directions listed in the attached shipping instructions.

ER05-005-LC-7988

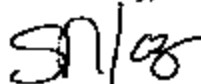
- ☐ 18. Lost wage verification (if applicable).
- ☐ 19. Was the parking brake fully engaged?
- ☐ 20. What gear was the vehicle in at the time of the incident?
- ☒ 21. Was the engine running? *Y*
- ☒ 22. Were the keys in the ignition? *Y*
- ☐ 23. Has any insurance company been advised of this incident? If so, please state the name, address, and telephone number of those insurance companies; their claim number; and the agent's name.
- ☐ 24. If an attorney has been retained by you to settle this claim, please include his/her name, telephone number, and address.
- ☒ 25. If this vehicle was purchased as used by the insured please provide: the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased.

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

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

Sincerely,



Shawn Norton
Claims Analyst



Home Office
One Nationwide Plaza
Columbus, OH 43215-2220

- Fund System

*- 190 Ranger
- VIN
- 11/12/00*

February 5, 2001

Ford Customer Relations
Parklane Towers West, Suite 300
Three Parklane Blvd.
Dearborn, MI 48126-3673

Reference: Insured Vehicle 2000 Ford Ranger
VIN 1FTYR14V4Y [REDACTED]
Our insured: [REDACTED]
Our claim #: [REDACTED]
Loss date: 11/12/2000

This letter is to place you on notice that Nationwide Mutual Fire Insurance Company will be seeking restitution on the above referenced vehicle. The above vehicle was involved in a vehicle fire on 11/12/2000. Our Cause and Origin expert has determined the fire is accidental resulting from the ignition of gasoline vapors due to a fuel system malfunction in the engine compartment. This vehicle is still available for your inspection. The vehicle is located at Salvage Disposal Company, 60 Sadisco Road, Clayton, North Carolina, 27520.

Should you have any questions regarding this matter, please call me at 919-881-3244. You may mail correspondences to Nationwide Insurance Company, PO Box 30,000, Raleigh, North Carolina, 27622, to the attention of the Subrogation Department.

Thank you in advance for your prompt attention to this matter.

Respectfully,

Earl Rhoades

Earl Rhoades
Recovery Specialist

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

Langham and Associates, Inc.

P.O. Box 1227

Morehead City, North Carolina 28557

STEVE W. LANGHAM, CFI
President

252/247-9256
FAX: 252/247-9258

INVESTIGATION REPORT

REPORT NUMBER One

PRIVILEGED AND CONFIDENTIAL

December 21, 2000

PREPARED FOR:

Nationwide Insurance Company
P. O. Box 877
Clayton, NC 27520

ATTENTION:

Mr. Chris Raynor

INSURED:

[REDACTED]

DATE OF LOSS:

November 12, 2000

LOSS LOCATION:

Sadisco, Clayton, NC

POLICY NUMBER:

[REDACTED]

CLAIM NUMBER:

FILE NUMBER:

A-00188-02

ER05-885-LC-7973

Insured: [REDACTED]

ASSIGNMENT

I received this assignment on Friday, December 1, 2000, from Mr. Chris Raynor of Nationwide Insurance Company. Mr. Raynor requested an examination to determine the origin and cause of the fire. My investigation commenced on December 5, 2000.

SUMMARY OF CAUSE AND ORIGIN

This fire is accidental, resulting from the ignition of gasoline vapors due to a fuel system malfunction in the engine compartment. The following facts support this opinion: the concentration of fire damage in the engine compartment; the degree of destruction at the location of the intake manifold and the fuel-injection system; and the elimination of other potential sources of ignition.

EXAMINATION

I examined this vehicle at Sadisco East in Clayton, North Carolina on December 5, 2000. This vehicle is a 2000 Ford Ranger, with a Vehicle Identification Number of 1FTYR14V4Y [REDACTED]. This Vehicle Identification Number was taken from the driver's side door frame. There was no registration plate on the vehicle and due to fire damage, safety inspection information, as well as the vehicle's mileage could not be determined.

Exterior

With the exception of fire damage, the exterior of this vehicle was in like new condition, with no visible evidence of pre-fire or repaired body damage or outerbody panel rust through. Outerbody panels surrounding the engine compartment exhibited the heaviest degree of fire damage. The aluminum hood was completely melted away and fire damage extended from the engine compartment into some areas of the passenger compartment.

At the time of the fire, all four tires and wheels were present. At the time of my examination, all tire treads were matching and in like new condition; all rims were of factory origin.

Engine Compartment

This vehicle was powered by a 6-cylinder, fuel-injected, gasoline engine with power provided to the rear wheels through an automatic transmission. A visual inspection of the engine compartment indicated that all normally expected components were present and there was no visual indication that the vehicle was in an inoperable condition at the time of the loss. Fluid levels were normal with no evidence of leakage.

The vehicle's 12-volt battery was present in the engine compartment. Inspection of the remains of the battery, as well as positive and negative terminals and existing wiring harness materials,

Insured: [REDACTED]

were heavily burned due to heat exposure damage but there was no evidence of shorting, beading or a fire causing malfunction.

Fire damage in the engine compartment is heavily centered on top of the engine at the location of the intake manifold for the fuel injection system. Most all malleable components were completely melted away in this area, leaving only the steel plate of the manifold. Flexible portions of fuel lines were burned; one fuel line was still intact running along the right side of the engine, which sustained heavy heat and fire damage. With the exception of the fuel injection being located at the point of origin, there were no other visible sources of ignition.

Interior

At the time of the fire, both driver and passenger side doors were closed with the windows in the raised position. Fire damage in the passenger compartment was due to fire penetrating through the firewall and entering into the passenger compartment from the engine compartment.

The windshield was burned through on the passenger side. Heavy melting and drop down of the roof liner, as well as the seats were present. Inspection of the driver and passenger side floorboards did not reveal any evidence of low burning or indications that the fire originated from within the passenger compartment.

During debris removal within the driver's side, it was noted that the ignition key was still in place in the ignition and in the "on" position, indicating that the vehicle, of course, was in operation at the time of the fire's onset. Inspection of the wiring harness from the passenger side to the driver's side revealed varying degrees of heat exposure, melting and burning away of outer insulation; however, no evidence of shorting, beading or a fire-causing malfunction.

INVESTIGATION

Based on information I obtained from Mr. Chris Raynor of Nationwide Insurance Company, the insured had only owned the vehicle for a short period of time. While driving down the road, smoke was observed coming from the engine compartment and the vehicle was quickly pulled over. The fire department, upon arrival, found the engine compartment heavily involved and extending rapidly into the passenger compartment.

COMMENTS

With the key being in the "on" position, this enhanced the spread of the fire due to the fuel pump continually pumping gasoline into the engine compartment until either the fuse "tripped" or the line burned completely through. I currently do not know of any recalls on this particular make and model of vehicle.

Case No. A-00188-02

- 4 -

December 21, 2000

Insured: [REDACTED]

After gathering information thus far and conferring with you verbally, I have suspended further activity on this file pending your review of my report. If, during the interim, you have additional instructions, please advise.

Christopher D. Elrod, CFI
Wilmington, North Carolina
(910) 251-0754

cc: Steve W. Langham, CFI

ENCLOSURES

1. Twenty-one (21) Color Photographs With Photo Explanation Sheet

EA05-005-LC-7978

Case No. A-00188-02

Enclosure No. #1

Insured: [REDACTED]

PHOTO EXPLANATION SHEET

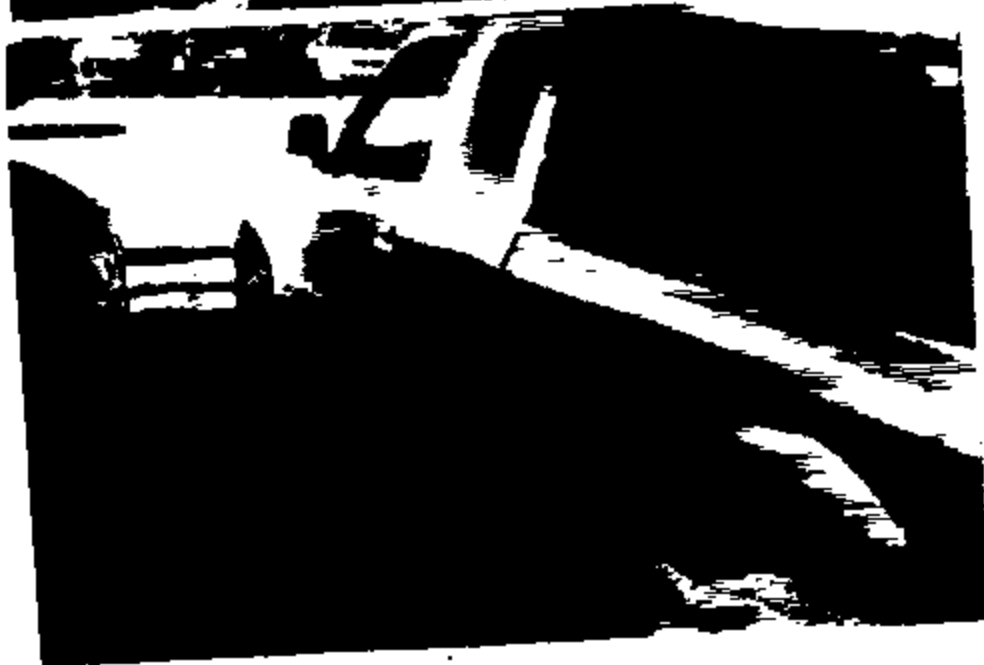
1. Driver's Side Exterior Front
2. Driver's Side Exterior Rear
3. Passenger Side Exterior Rear
4. Passenger Side Exterior Front
5. Exterior Engine Compartment
6. Close-up of Area of Origin in Engine Compartment
7. Close-up of Heavily Melted Items Around the Fuel Injection
8. Remains of One Fuel Line Along the Right Side of Engine
9. Close-up of Fuel Line Where It Makes a Connection to Solid Components
10. Remains of Throttle Intake
11. Remains of 12-Volt Battery
- 12-13. Close-up of Wiring Harnesses Showing No Unusual Conditions
14. Driver's Side Interior
15. Driver's Side Floorboard
16. Rear Passenger Area
- 17-18. Close-up of Wiring Harness Showing No Unusual Conditions
19. Passenger Side Floorboard
20. Ignition on Steering Column
21. Remains of Key in Ignition

PHOTO SHEET

FILE NO. A-0058-62



1



2

PHOTO SHEET

FILE NO. A-00188-02



3



4

PHOTO SHEET

FILE NO. 4-00188-02



5



6

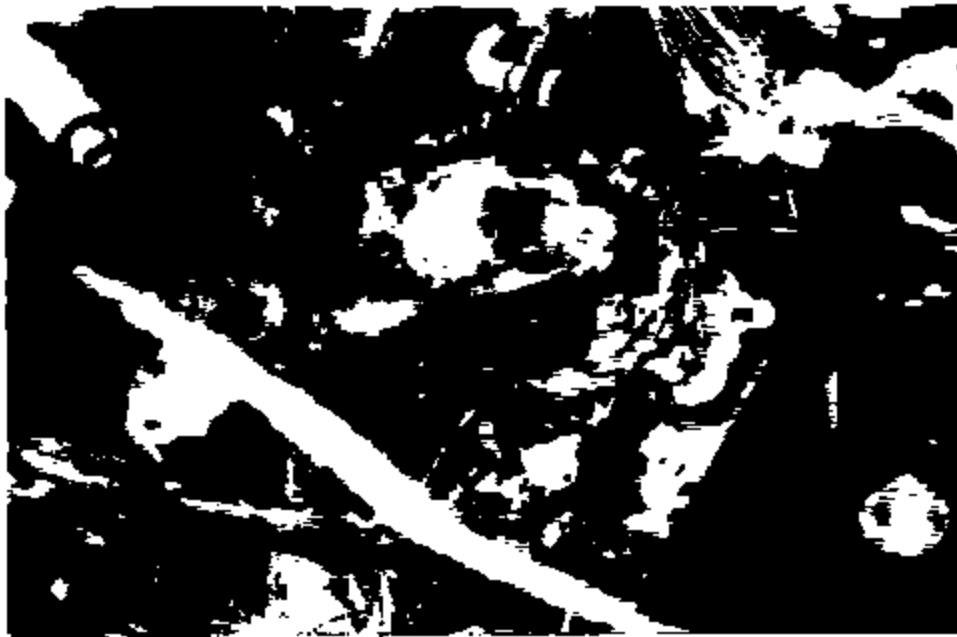
Looks like the
rediment chip
had been
removed *W*

PHOTO SHEET

FILE NO. 9-00198-62



7



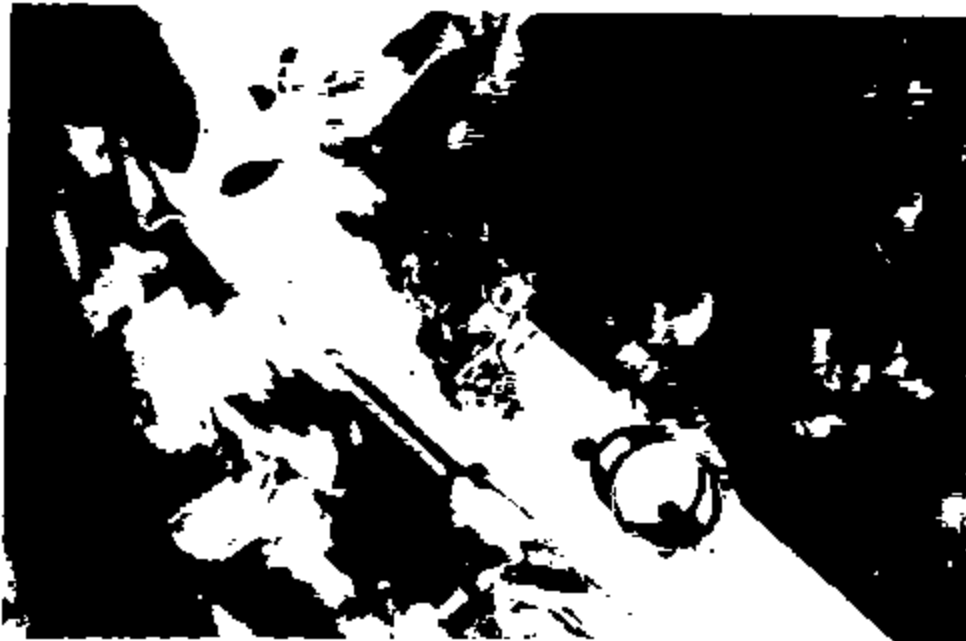
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PHOTO SHEET

FILE NO. A-00188-02



9

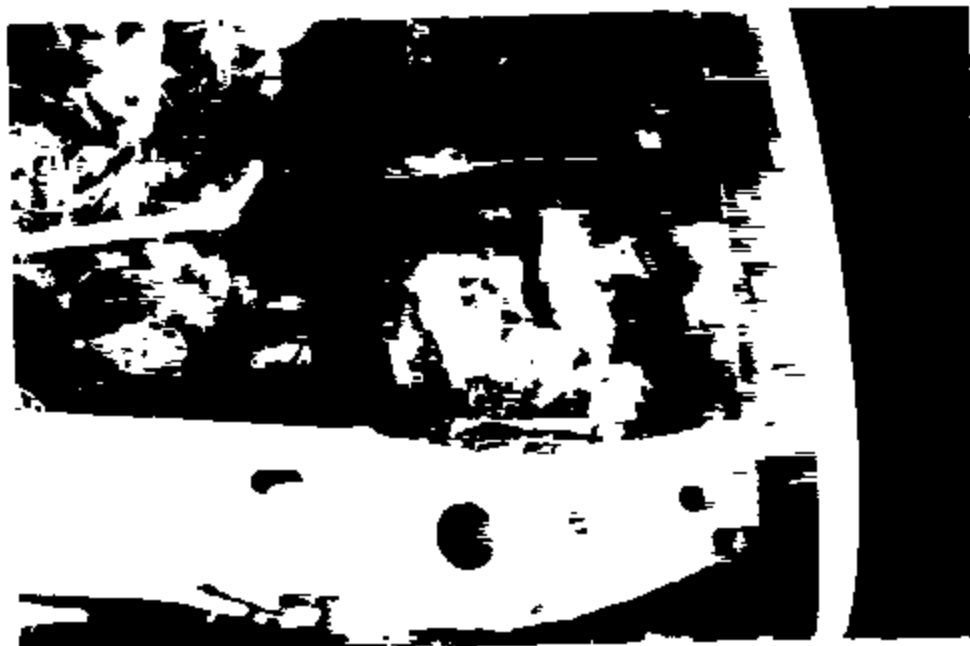


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EA05-005-LC-7083

PHOTO SHEET

FILE NO. A-00188-02



11



12

PHOTO SHEET

FILE NO. A-00188-02



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14

PHOTO SHEET

FILE NO. A-00188-02



15



16

EROS-005-LC-7B85

PHOTO SHEET

FILE NO. A-0018-02



17



18

PHOTO SHEET

FILE NO. A-00188-82

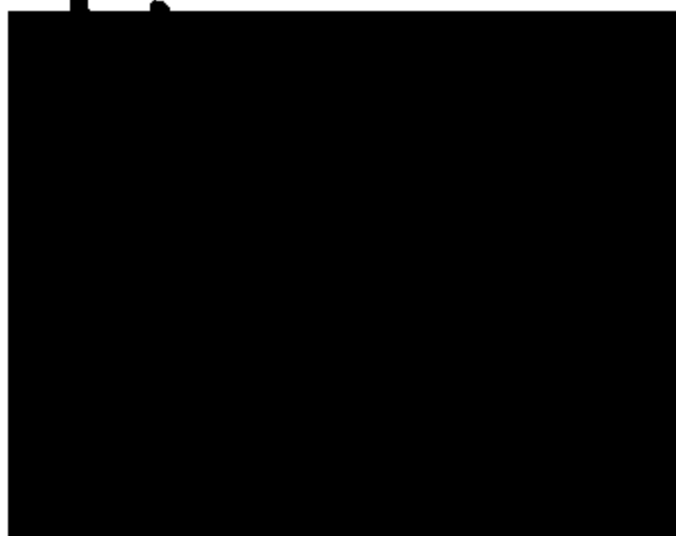


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EA85-805-LC-7886



State Farm Mutual Automobile Insurance Company



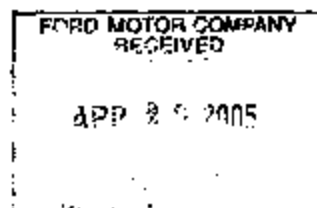
APR 29 2005

April 25, 2005

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

2552 North Hills Street, Suite C
P. O. Box 3810
Meridian, MS 39303-3810
Telephone (601) 482-0839
Facsimile (601) 482-0936

Re: Claim Number: [REDACTED]
Insured: [REDACTED]
Vehicle: 2001 Ford Expedition
VIN# 1FMRU15L41 [REDACTED]



Gentlemen:

Please be aware that our Insured owns a 2004 Ford Expedition that was parked next to the above described vehicle. The vehicle described above caught fire. It is Insured with Progressive and I believe that you have already been put on notice of their subrogation claim since their investigation revealed this damage was a result of a defect in the vehicle. Please accept this as notice of our subrogation claim that was also damaged as a result of this fire. I believe that Progressive has custody of the involved defective vehicle should it need to be inspected.

If you need additional information, please contact me accordingly.

I appreciate your cooperation in this matter.

Sincerely,

Renee Powell
Claim Representative
(601) 482-0719

State Farm Mutual Automobile Insurance Company

Cc: Progressive Insurance, 385 B Highland Colony Pkwy, Suite 405, Ridgeland, MS 39157 (Claim Number 055630589)

EA05-885-LC-7889

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
4/12/2005 CLOSED	LEGAL - INSURANCE COMPANY SETTLEMENT	1FMRU15L41L 470821025	2001 EXPEDITION	02
4/12/2005 CLOSED	ESP/ESC - PLAN DETAILS INQUIRY	1FMRU15L41L 470821025	2001 EXPEDITION	02

E905-005-LC-7880

.. 5/10/2005

All Action Details for Issue

Print

VIN: 1FMRU18L41U	Year: 2001	Model: EXPEDITION	Case: 470821025
Name:	Owner Status: Subsequent	WSD: 2001-04-18	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDERHOOD		Primary Phone:	
Reason Desc: LEGAL - INSURANCE COMPANY SETTLEMENT		Secondary Phone:	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: ADVISE CUSTOMER TO CONTACT THEIR INSURANCE COMPANY FOR ASSISTANCE

Dealer:

Origin Desc: US CONCERN CASE BASE

Odometer: 80000 MI

Comm Type: PHONE

Analyst Name: DUBE DOUG

Analyst: DDUBE

Action Date: 04/12/2005

Action Time: 13.07.08.181

Action Date: No

Comments CUSTOMER SAID: - THE CUST MENTIONS THAT HIS VEH IGNITED AND IS NOW TOTALED- THE CUST SET UP ALL OF THE CLAIMS WITH THE INSURANCE DEPT- THE CUST MENTIONS THAT THAT NOW HIS INSURANCE REQUIRES SOMETHING STATING THAT THE ESP ON THE VEH WAS EXPIRED AND NO REFUND WAS AVAILABLE DEALER SAID: - NONECRC ADVISED: YOUR INSURANCE COMPANY HAS THE RIGHT TO PURSUE CLAIMS FOR REIMBURSEMENT AGAINST FORD. HOWEVER, FORD WILL BE UNABLE TO INVESTIGATE YOUR CLAIM AS REPAIRS TO YOUR VEHICLE HAVE BEEN PERFORMED AND YOU ARE CURRENTLY IN THE PROCESS OF PURSUING A CLAIM WITH YOUR INSURANCE COMPANY.

2005-05-10-7881

All Action Details for Issue

Print

VIN: 1FMRU15L41	Year: 2001	Model: EXPEDITION	Case: 470821025
Name:	Owner Status: Subsequent	WSD: 2001-04-18	
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED		Primary Phone:	
Reason Desc: ESP/ESC - PLAN DETAILS INQUIRY		Secondary Phone:	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: ADVISE CUSTOMER ESP EXPIRED	
Dealer: 01689 WOOLWINE FORD LINC MERC INC	Origin Desc: US INQUIRY CASE BASE
Odometer: 80000 MI	Comm Type: PHONE
Analyst Name: DUBE DOUG	Analyst: DDUBE
Action Date: 04/12/2005	Action Time: 13.04.42.287
	Action Data: No

Comments CUSTOMER SAID: - THE CUST MENTIONS THAT HIS VEH IGNITED AND IS NOW TOTALED- THE CUST SET UP ALL OF THE CLAIMS WITH THE INSURANCE DEPT- THE CUST MENTIONS THAT THAT NOW HIS INSURANCE REQUIRES SOMETHING STATING THAT THE ESP ON THE VEH WAS EXPIRED AND NO REFUND WAS AVAILABLE DEALER SAID: - NONECRC ADVISED: ESP IS NO LONGER ACTIVE ON YOUR VEHICLE AT THIS TIME AS THE VEHICLE AGE AND/OR MILEAGE HAS EXCEEDED THE PLAN COVERAGE- ADV THE CUST THAT TO OBTAIN THESE DOCUMENTS FROM HES HE WOULD HAVE TO CONTACT THE FIN INSURANCE MANAGER OF THEIR LOCAL FORD DEALER

E905-005-LO-7592