

FIRE INVESTIGATION REPORT

Investigator(s): F.M. Janice Rivard Date: 11/20/2001

Response personnel on scene: Lt. Lanzetta, F/F Bruner, F/F Detoro, F/F Nash

Location of incident: [REDACTED]

Incident report number: 0104080

Occupant: [REDACTED]

Street: [REDACTED]

City: Naples

State: FL

Zip code: [REDACTED]

Phone number: [REDACTED]

Owner: Same: ☒

Street:

City:

State:

Zip code:

Phone number:

Vehicle involved? Yes: ☒ No: ☐

If yes, vehicle make: Ford

Year: 1995

Model: F-150 Pickup Truck

VIN number: 1FTEK14N6SK [REDACTED]

Tag number: [REDACTED]

State: FL

Equipment involved? Yes: ☐ No: ☒

If yes, equipment make:

Model:

Serial number:

Year:

Injuries: Yes: ☐ No: ☒

Fatalities: Yes: ☐ No: ☒

If yes, Name(s):

Address:

Address:

Address:

DOB(s):

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NOV 20 2001

CINCINNATI INS. CO.
NAPLES FL

Injuries/Fatalities (cont.):

Additional comments:

Evidence: Yes: ☐ No: ☒

If yes, what type:

Origin of fire: Engine Compartment

Cause of fire: Unknown

Fire reported by: Unknown

Address(s) and phone:

Witnesses: N/A

Address(s) and phone:

Estimated dollar loss: \$7,000.00

State Fire Marshal called: Yes: ☐ No: ☒

Additional comments: Owner of vehicle was having coffee approximately 0730 at a nearby restaurant when he was told there was a truck on fire out in the street. Mr. McSwain stated to me that there had been no recent repairs on the vehicle and that the truck had been running fine when he parked it. There were burn patterns on the front driver side fender and on the firewall around the brake master cylinder. The trucks electrical harness, fuel lines, brake lines and power steering lines were all destroyed. There was no obvious sign of an origin. The trucks battery was on the passenger side of the vehicle and was damaged from the heat only.

A 14042 FID FL State 11 MM 20 DD 2001 YYYY F81 Station 8104880 Incident Number 10 Exposure <input type="checkbox"/> Details <input type="checkbox"/> Change <input type="checkbox"/> No Activity NFIRS - 1 Basic			
B Location <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B "Alternative Location Specification." Use only for Wildland fires. <input type="checkbox"/> Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions Number/Range Post Office Box or Highway Ave S Apt./Suite/Room City FL Zip Code Group street or directions, as applicable			
C Incident Type 131 Passenger vehicle fire Incident Type	E1 Dates & Times Check boxes if dates are the same as Alarm Date. Alarm 11 28 2001 07:20:38 Arrival 07:23:37 Controlled Last Unit Cleared 08:07:34 ALARM always required ARRIVAL required, unless suppressed or delayed action CONTROLLED optional, except for wildland fires LAST UNIT CLEARED, required except for wildland fires	E2 Shifts & Alarms Local Option 18 1 083 Shift or platform Alarm Dispatch E3 Special Studies Local Option 2 15 Special Study ID Special Study Value	
D Aid Given or Received 1 Mutual aid received 2 Automatic aid received 3 Mutual aid given 4 Automatic aid given 5 Other aid given N None Your FID Their FID Their Incident Number	F Actions Taken 11 Extinguish Primary Action Taken (1) 04 Refer to proper authority Additional Action Taken (2) Additional Action Taken (2)	G1 Resources <input type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel large is used. Apparatus Personnel Suppression 1 2 Ems Other 3 4 <input type="checkbox"/> Check box if resource counts include all received personnel.	G2 Estimated Dollar Losses & Values LOSSES: Required for all fires if known. Optional for non fires None Property \$ 17,000 Contents \$ 150 PRE-INCIDENT VALUE: Optional Property \$ 7,000 Contents \$ 150
Completed Modules <input type="checkbox"/> Fire-2 <input type="checkbox"/> Structure-3 <input type="checkbox"/> Civilian Fire Cas.-4 <input type="checkbox"/> Fire Serv. Casualty-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"/> Aeron-11	H1 Casualties None Deaths Injuries Fire Service 0 0 Civilian 0 0 H2 Detector Required for controlled fires. 1 Detector alerted occupants 2 Detector did not alert occupants 0 Unknown		H3 Hazardous Materials Release Mixed Use Property NN Not mixed use
J Property Use Structures 983 Street or road in commercial area			

K1 Person/Entity Involved

Local Option: _____ Business name (if applicable): _____ Area Code: _____ Phone Number: _____

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

Mr., Ms., Mrs. First Name: _____ MI: _____ Last Name: _____ Suffix: _____

Number: _____ Prefix: _____ Street or Highway: _____ Street Type: _____ Suite: _____

Post Office Box: _____ Apt./Suite/Floor: _____ City: _____

State: _____ Zip Code: _____

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

K2 OWNER

Local Option: _____ Business name (if applicable): _____ Area Code: _____ Phone Number: _____

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

Mr., Ms., Mrs. First Name: _____ MI: _____ Last Name: _____ Suffix: _____

Number: _____ Prefix: _____ Street or Highway: _____ Street Type: _____ Suite: _____

Post Office Box: _____ Apt./Suite/Floor: _____ City: _____

State: FL Zip Code: _____

L Remarks

Local Option: _____

Narrative Title: PICKUP TRUCK FIRE AT 500 5 AVE S

Date Entered: 11/20/2001 7:19:22 AM

ARRIVED ON SCENE OF A PICKUP TRUCK FULLY INVOLVED IN FLAMES. PULLED A PRE-CONNECT HOSE LINE AND SQ1 PERSONNEL EXTINGUISHED ENGINE FIRE. FIRE HAD EXTENDED THROUGH THE FIRE WALL ON THE DRIVERS SIDE. USED THE

ITEMS WITH A ★ MUST ALWAYS BE COMPLETED!

☐ More remarks? Check this box and attach Supplemental Forms (NFIRS-19) as necessary.

Fire Module Required?

Check the box that applies and then complete the additional fire mod. based on incident type as follows:

<input type="checkbox"/> Building fire 111	Complete Fire & Structure
<input type="checkbox"/> Special structure 112	Complete Fire Mod. & the 1 block on Structure Module
<input type="checkbox"/> Confined 113-118	Complete Basic Module
<input type="checkbox"/> Mobile Property 119-123	Complete Fire Module
<input type="checkbox"/> Vehicle 124-133	Complete Fire Module
<input type="checkbox"/> Vegetation 140-143	Complete Fire or Wildland
<input type="checkbox"/> Outside rubbish fire 151-155	Complete Basic Module
<input type="checkbox"/> Special outside fire 161-164	Complete Fire Module
<input type="checkbox"/> Crop fire 170-173	Complete Fire Module

M Authorization

Check box if same as Officer in charge: ☐

Officer in charge ID: _____ Signature: _____ Position or rank: _____ Assignment: _____ Month: _____ Day: _____ Year: _____

Member making report: _____ Signature: _____ Position or rank: _____ Assignment: _____ Month: _____ Day: _____ Year: _____

Narrative: Page 3

SPREADERS TO PRY OPEN THE HOOD. FIRE MARSHALL ARRIVED ON SCENE TO INVESTIGATE. TOW TRUCK ARRIVED AND E11 (FROM C SHIFT) STAYED ON SCENE WHILE CLEAN UP WAS PERFORMED.

Complete this side for all fires

A 64442 FL 11 20 2001 Part 0104080 0 ☐ Delete **NEIRS - 2**
 PD# ☒ Main ☒ Incident Date ☒ Station ☒ Address Number ☒ Exposure ☐ Change **Fire**

B Property Details

B1 10 ☐ Not Residential
 Estimated number of residential living units in building of origin whether or not of unit involved involved?

B2 0 ☐ Buildings not involved
 Number of buildings involved

B3 1 0 ☐ More ☐ Less than one acre
 Area burned (outside fire)

C On-Site Materials or Products ☐ None
 Enter up to three codes. Check one box for each code entered.
111 ☐ Autos, trucks, buses, motorcycles/vehicles
 On-site material (1)
 ☐ On-site material (2)
 ☐ On-site material (3)

Complete if there were any significant amounts of commercial, industrial, energy or agricultural products or materials on the property, whether or not they became involved

1 ☐ Bulk storage or warehousing
 2 ☐ Processing or manufacturing
 3 ☐ Packaged goods for sale
 4 ☐ Repair or service

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 3 ☐ Packaged goods for sale
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D Ignition

D1 13 ☐ Engine area, running gear, wheel area
 Area of the origin

D2 19 ☐ Heat from powered equipment, other
 Heat source

D3 81 ☐ Electrical wire, cable insulation
 Item first ignited ☒ Check box if fire spread was attributed to object of origin

D4 23 ☐ Gasoline
 Type of material first ignited Required only if item first ignited code is 00 or <10

E1 Cause of Ignition ☒ Check box if this is preliminary report ☐ Able to confirm
☐ Check box if this is preliminary report ☐ Able to confirm
5 ☐ Cause under investigation

E2 Factors Contributing To Ignition ☐ None
18 ☐ Other factor contributed to ignition
 Factor contributing to ignition (1)
 ☐ Factor contributing to ignition (2)

E3 Human Factors Contributing To Ignition
 Check all applicable items ☐ None
 1 ☐ Asleep
 2 ☐ Possibly impaired by alcohol or drugs
 3 ☐ Unattended person
 4 ☐ Possibly mentally disabled
 5 ☐ Physically disabled
 6 ☐ Multiple persons involved
 7 ☐ Age was a factor
 Estimated age of person involved
 1 ☐ Male 2 ☐ Female

F1 Equipment Involved In Ignition
☐ None ☒ If equipment was not involved, skip to Section G
NNN ☐ None
 Equipment involved
 Brand
 Model
 Serial #
 Year

F2 Equipment Power
 ☐ Equipment Power Source

F3 Equipment Portability
 1 ☐ Portable
 2 ☐ 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. ☐ None
NNN ☐ None
 Fire suppression factor (1)
 ☐ Fire suppression factor (2)
 ☐ Fire suppression factor (3)

H1 Mobile Property Involved
3 ☐ Involved in ignition and burned

H2 Mobile Property Type & Make
11 ☐ Passenger car
 Mobile property type
FD ☐ Ford
 Mobile property make
1996 ☐ Year

Local Use
☐ Pre-Fire Plan Available
 Name of the information presented in this report may be based upon reports from other agencies.
☐ Aeron report attached
☐ Police report attached
☐ Coroner report attached
☐ Other reports attached

FLARE SIDE F 150
 Mobile property model
A17 TLW ☐ FL 1FTEK14N6KAS015
 License Plate Number ☐ State ☐ VIN Number

Structure fire? Please be sure to complete the other side of this form.

A	10443 FDN	FL	11 Incident Date	00 25 2001	FS1	0104050 Incident Number	0 Exposure	<input type="checkbox"/> Delete <input type="checkbox"/> Change	NFIRS - 9 Apparatus or Resources
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B Apparatus or Resource Use only below		Date and Time Check 8 a.m. date or other date Month Day Year Hour:Min				Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Number of People	Use Check ONE box for each apparatus to indicate its role in the incident. <input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	Actions Taken		
1	ID <u>SC1</u> Type <u>78</u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:21:18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:22:23		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:28:18		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	ID <u>EM</u> Type <u>15</u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:21:18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:22:27		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08:01:48		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	ID <u>E02</u> Type <u>11</u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:21:18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08:07:28		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	ID <u>E11</u> Type <u>11</u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08:01:47		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08:07:34		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	ID <u></u> Type <u></u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	ID <u></u> Type <u></u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	ID <u></u> Type <u></u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	ID <u></u> Type <u></u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	ID <u></u> Type <u></u>	Dispatch <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Clear <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Type of Apparatus or Resource Ground Fire Suppression 11 Engine 12 Truck or aerial 13 Quin 14 Tanker & pumper combination 16 Brush truck 17 ARF (Aircraft Rescue and Firefighting) 18 Ground fire suppression, other Heavy Ground Equipment 21 Dozer or plow 22 Tractor 24 Tanker or tender 20 Heavy equipment, other	Aircraft 41 Aircraft: fixed wing tanker 42 Helicopter 43 Helicopter 40 Aircraft, other Marine Equipment 51 Fire boat with pump 52 Boat, no pump 58 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 78 BLS unit 76 ALS unit 70 Medical and rescue unit, other Other 91 Mobile command post 92 Chief officer car 93 HazMat unit 94 Type 1 hand crew 95 Type 2 hand crew 99 Privately owned vehicle 00 Other apparatus/resource	More apparatus? Use additional sheets. NN None UD Undetermined
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A	54002 PUB	FL State	MM 11 Month	DD 20 Day	YYYY 2001 Year	FBI Division	0104080 Incident Number	0 Supervisor	<input type="checkbox"/> Delete <input type="checkbox"/> Change	NFIRS - 10 Personnel
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B	Apparatus or Resource	Dates and Times Check if same date as alarm date Month Day Year Hour:Min				Sent <input checked="" type="checkbox"/>	Number of People #	Use Check ONE box for each apparatus or individual to indicate use at the incident. <input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	Actions Taken Use up to 4 actions for each apparatus and each personnel.	
1	ID 801 Type 75	Dispatch	<input type="checkbox"/>			07:21:18	Sent <input type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>			07:22:23				
		Clear	<input type="checkbox"/>			07:26:18				

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

2	ID 801 Type 11	Dispatch	<input type="checkbox"/>			07:21:18	Sent <input type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>			07:23:27				
		Clear	<input type="checkbox"/>			08:01:00				

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

3	ID 802 Type 11	Dispatch	<input type="checkbox"/>			07:21:18	Sent <input type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>							
		Clear	<input type="checkbox"/>			08:07:20				

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

A	34532 FID	FL State	11 Incident Date	ED ED	2001 Year	FS1 Station	0104080 Incident Number	0 Expense	<input type="checkbox"/> Delete <input type="checkbox"/> Change	NFIRS - 10 Personnel
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B	Apparatus or Resource	Dates and Times Check I case data as stars: 1915 Month Day Year Hour:Min				Sent <input checked="" type="checkbox"/>	Number of People	Uses Check ONE box for each apparatus to indicate its main use at the incident.	Actions Taken List up to 4 actions for each apparatus and each personnel.
1	ID E11 Type 11	Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	07:21:18	Sent <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Arrival	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08:01:47		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
		Clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08:07:34			<input type="checkbox"/>

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

2	ID	Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sent <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Type	Arrival	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
		Clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

3	ID	Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sent <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Type	Arrival	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/>
		Clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				



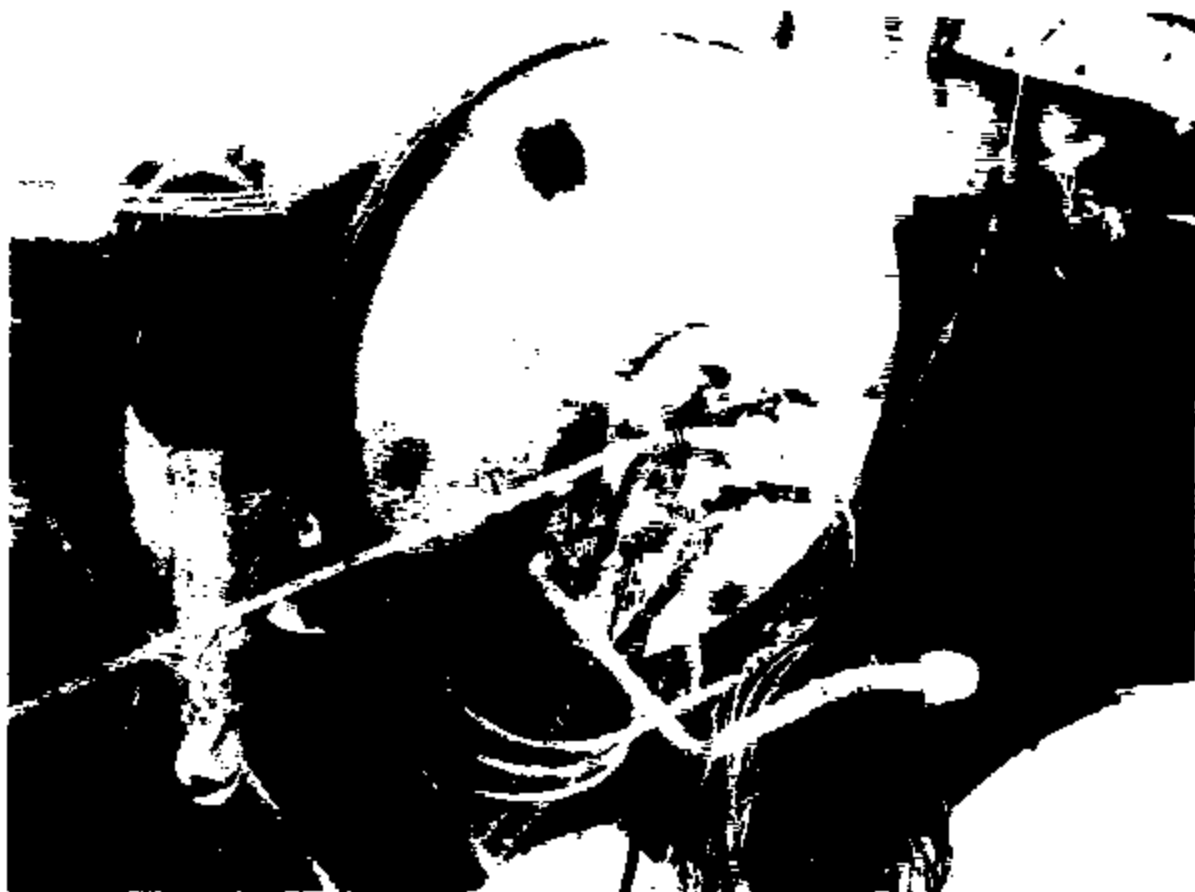
EA85-285-LC-1150



ERG5-005-LC-1151



EA05-085-LC-1152



EDS-885-LC-1153



EA05-885-LC-1154



EA05-005-LC-1135



ERG5-005-LC-1156



EA05-005-LC-1187



ERG-895-LC-1158



ERG5-005-LC-1159



ERG-885-LC-1100

WEAR GAWR: 3
1713KG
P235/75R15)
15X7.5J
AT 41 PSI C

15X7.5J
35 PSI COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEI
VEHICLE SAFETY STANDARDS IN EFFECT ON THE
MANUFACTURE SHOWN ABOVE.

VIN: 1FTEX14N6SK [REDACTED]
TYPE: TRUCK





ERG-005-LC-1162



ERG5-625-LC-1163



ER95-005-LC-1164



E005-005-LC-1185



EA05-085-LC-1155



ERG-805-LC-1157



6905-005-LC-1168



2025-025-LC-1168



ER85-005-LC-11



ERG-885-LC-1171

THE
CINCINNATI
INSURANCE COMPANIES



December 14, 2001

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Re: Policyholder
Policy Number
Date of Loss

[REDACTED]
: 11/20/01

THE
CINCINNATI INSURANCE COMPANIES

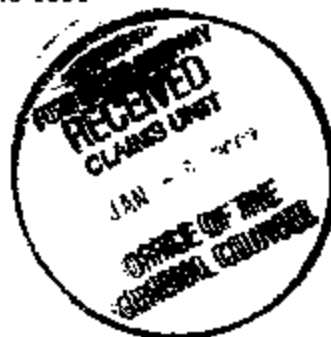
THE CINCINNATI INSURANCE COMPANY THE CINCINNATI INDEMNITY COMPANY
THE CINCINNATI CASUALTY COMPANY THE CINCINNATI LIFE INSURANCE COMPANY

4001 Santa Barbara Blvd., #319

Naples, FL 34104

Phone (941) 348-0021

Fax (941) 348-1601



Dear Sir or Madam:

Our investigation of this incident reveals that your company is responsible for the total loss damages to our insured vehicle in the above accident. A mechanical malfunction involving the speed deactivation switch in the cruise control system caused a fire loss to our insured vehicle.

Since we have made a settlement with our insured under the terms of his policy, he has assigned to us his subrogation claim against you for \$13,992, which includes our insured's \$500 deductible.

The pertinent file materials are attached to this correspondence. It is requested that this subrogation package be forwarded to your insurance company immediately so that the proper steps can be taken to investigate this claim and protect your interests. Failure to report this incident to your insurance company could result in a denial of coverage.

If you have any questions, please call me.

Sincerely,

Jason Chachere
Claims Representative

Enclosures: Claims File Information



- F105
- 11/20/01
- \$13,992.-

Block Letter (B/L)



EN05-005-LC-1172



RECEIVED

CINCINNATI INS. CO.
NAPLES FL

Rinkus Consulting Group, Inc.
110 South Hoover Boulevard, Suite 128
Tampa, Florida 33609
(813) 289-3060 Telephone
(813) 289-5440 Facsimile

Report of Findings

VEHICLE
FIRE CAUSE AND ORIGIN
Claim No:

RCG File No: 112347

Prepared For:

CINCINNATI INSURANCE
4001 SANTA BARBARA BLVD., PMB 319
NAPLES, FLORIDA 34104

Attention:

MR. JASON CHACHERE


Thomas W. Young, C.F.E.I.
Fire Consultant


John H. McCullough, Jr.
Fire Division Manager

December 10, 2001

ENG-005-LC-1173

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December 10, 2001

EA00-000-LC-1174

Section I

INTRODUCTION

On November 27, 2001, we inspected the fire-damaged vehicle at Yoders Auto Body located at 2068 Davis Boulevard in Naples, Florida. The fire originated within the motor compartment causing heavy fire damages to the motor compartment.

Mr. Jason Chachere, of Cincinnati Insurance, retained Rimkus Consulting Group, Inc., on November 28, 2001, to inspect the fire-damaged vehicle for the purpose of determining the cause and origin of the fire. Mr. Thomas W. Young, C.F.E.I., Fire Consultant, conducted that inspection and related work on November 27, 2001.

This report was prepared for the exclusive use of Cincinnati Insurance, and is not intended for any other purpose. Our report is based on the information available to us at this time (December 10, 2001) as described in **Section IV, BASIS OF REPORT**. Should additional information become available, we reserve the right to determine the impact, if any, of the new information on our opinions and conclusions, and to revise our opinions and conclusions if necessary and warranted by the discovery of additional information.

Section II

CONCLUSIONS

1. The fire was accidental in nature.
2. The probable cause of this fire appears as a mechanical malfunction involving the speed deactivation switch.
3. The fire was extinguished by the local fire department.

Section III

DISCUSSION

Upon our inspection of the fire-damaged vehicle, we described the vehicle as being white/maroon crew cab Ford F150 flairside 4-wheel drive pick-up truck with a manufacture date of October 1994 (Vehicle Identification No. 1FTEX14N6S1 [REDACTED])

The rear portion of the vehicle displayed no outward damages. We noted that random debris from the fire scene had been placed in the bed section. At the passenger front exterior side, we noted the tire and wheel assembly was not damaged, however, there was evidence of minor smoke and heat damage emerging from within the fender well. The damages to the front of the vehicle were described as moderate to the plastic components on the passenger side, ranging to total consumption of any, and all, plastic components relating to the grill on the driver side.

The under side and top side of the hood revealed distinct linear burn patterns with evidence of intense heat impingement originating from the area where the brake booster was located. The driver side front fender displayed a localized linear pattern beginning at the area near the brake booster. The area of the brake booster sustained heavy damages, which extended towards the front center of the motor compartment. The wiring connectors, localized harness, and outer portions of the brake booster were heavily damaged by fire.

Additionally, we noted evidence of high heat to the windshield wiper cradle and incipient windshield failure in the area nearest the brake booster. We also noted that the driver side front tire had failed from impinging heat on the inside sidewall nearest the motor compartment. The motor compartment sustained moderate to heavy fire damages. The passenger side of the motor compartment sustained predominant high level damages. Remnants of rubber hoses and insulated wiring remained intact towards the center and passenger side.

We noted fire and heat damages to the dashboard area of the passenger compartment. Products of combustion entered into the passenger compartment through the firewall near the steering column.

It is our opinion based on physical and observable evidence, that the cause of the fire, which originated within the motor compartment, appeared consistent with damages typically caused by a faulty speed deactivation control switch. A mechanical event involving the speed deactivation control switch produced typical damages and burn patterns, which were observed during our inspection. The fire originated at the outermost portion of the brake booster where the speed deactivation control switch was located. A typical mechanical event of this nature can cause a fire when a high resistive short condition degrades the conductor insulation and eventually ignites.

It is important to note that fires originating from a speed deactivation control switch failure will most likely consume the respective connector and subsequently leave remaining conductors with extreme brittleness and degradation. Typically, fires originating in this location cause direct evidence to be destroyed.

Section IV

BASIS OF REPORT

1. Inspect and photograph the fire-damaged vehicle.
2. Reconstruct and inspect components within the area of origin.
3. Internet research of related recalls.
4. Obtained recall number for 1992 Ford Speed Deactivation Switch, Item No. 99V124000. (The 1995 Ford part appears similar in design.)

Section V
ATTACHMENTS

A. Photographs

B. CVs

Section V
ATTACHMENT A

Photographs

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

Photograph 1
Passenger side front quarter view.



Photograph 2
Driver side front view.



Photograph 3

Linear burn patterns on hood (facing driver side).



Photograph 4

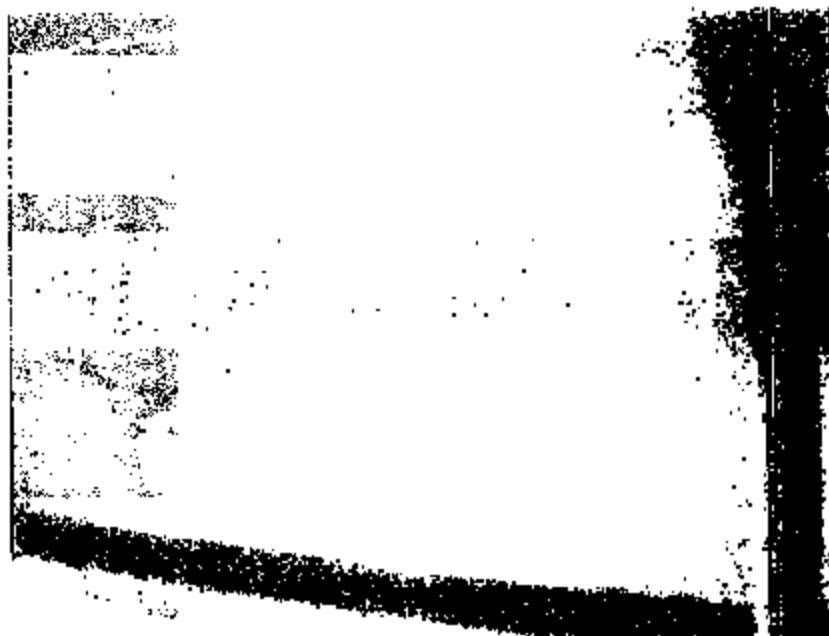
Damages to fender and hood.



Photograph 5
Fire damages under dashboard.



Photograph 6
Fuse schematic.



Photograph 7
Area of origin.



Photograph 8
Close view of area of origin.



Photograph 9
Fan blade damages.



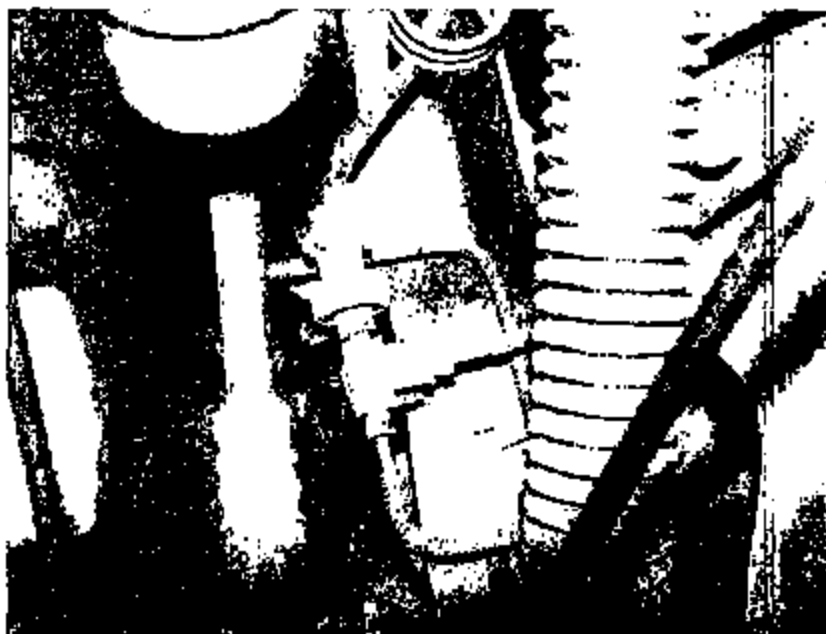
Photograph 10
Damages to dashboard area.



Photograph 11
Speed control device location on fire-damaged vehicle.



Photograph 12
Exemplar speed control device.



Photograph 13
Exemplar area of origin.



Photograph 14
Speed deactivation control device.



Photograph 15

Speed deactivation control device and partial brake booster.



Section V
ATTACHMENT B

CVs



**THOMAS W. YOUNG, C.F.E.I.
FIRE CONSULTANT**

Mr. Young has an Associates Degree In Fire Science and has been employed by the St. Petersburg, Florida Fire and Rescue for 27 years. In that capacity he has been involved in many different emergency service positions including Fire Fighter, Driver Engineer, Station/Line Officer, Public Information Officer, Community Affairs Director, and Deputy Fire Marshal.

Mr. Young has completed and maintained State certifications as Fire Inspector, Fire Officer, and Basic Fire Instructor. He has completed numerous educational seminars and continuing educational courses.

Mr. Young supervised the cause and origin efforts for the St. Petersburg Fire and Rescue for over 10 years. He supervised the Arson Task Force Operations during civil unrest that involved 200 fires. He has given expert testimony in court cases and has testified before the Grand Jury. He has also been involved in special projects such as juvenile fire setters in an educational intervention program that he developed.

Mr. Young has been recognized for his achievements by being the recipient of awards that include, Fire Officer of the Year, and The State of Florida's Public Educator of the Year.

EDUCATIONAL AND PROFESSIONAL ASSOCIATIONS

A.S. - Fire Science Junior College, St. Petersburg, Florida, 1999
Certified Fire and Explosion Investigator
National Fire Academy
Florida Fire Marshals Association
Florida Advisory Committee on Arson Prevention Member
Pinellas Arson C.o.o.p.

EMPLOYMENT HISTORY

2000 - Present	Rimkus Consulting Group, Inc.
1974 - 2000	St. Petersburg Fire & Rescue

HOUSTON DALLAS/FT. WORTH SAN ANTONIO CORPUS CHRISTI AUSTIN McALLEN
NEW ORLEANS ATLANTA CHICAGO TAMPA ORLANDO FT LAUDERDALE LAS VEGAS ZURICH



**JOHN H. McCULLOUGH, JR.
FIRE DIVISION MANAGER**

Mr. McCullough is a 1972 graduate of Texas Tech University with a bachelor of architecture degree. He has been registered in the state of Texas since 1975, the state of Louisiana since 1984, and holds a certificate with the National Council of Architectural Registration Boards.

Mr. McCullough has extensive experience in the planning, design, managing and execution of diversified projects in both the United States and the Middle East. Mr. McCullough is experienced in analyzing facilities for compliance with government and industry requirements and personal safety aspects. He has been involved in construction claims analysis, failure analysis, and slip and fall analysis.

Utilizing his architectural background and fire science training, Mr. McCullough has become a Certified Fire and Explosion Investigator with more than 10 years of fire science experience. As founder of JM & Associates, he has successfully investigated more than 200 fire cases including residential, commercial, industrial and high-rise with extensive experience in LPG-related fires. He also serves as an active fire fighter and Fire Marshal for the Klein Volunteer Fire Department.

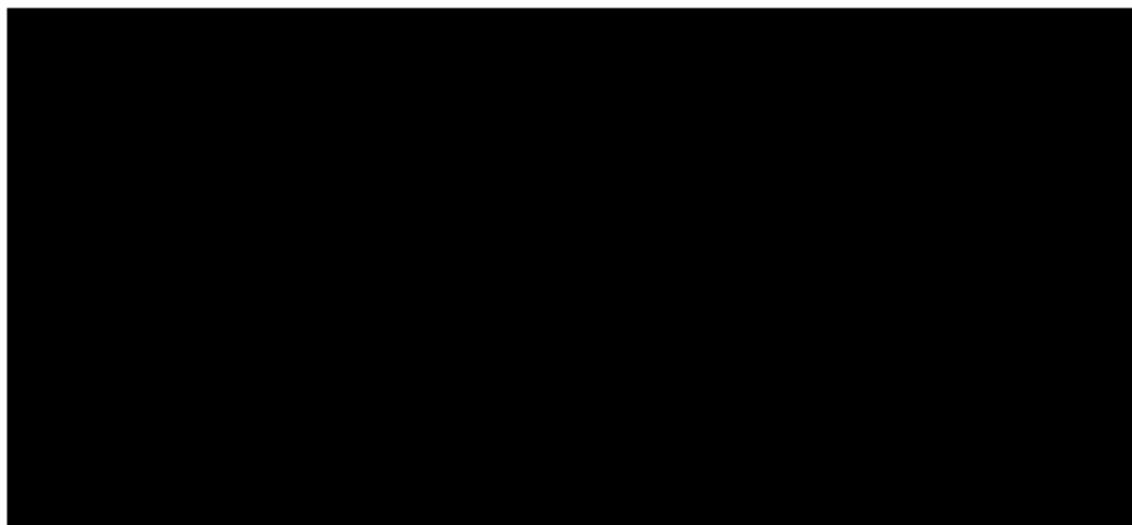
EDUCATION AND PROFESSIONAL ASSOCIATIONS

B.A. - Architecture - Texas Tech University, 1972
Registered Professional Architect - Texas, 1975; Louisiana, 1994
Certified Fire and Explosion Investigator
Certified as Expert in Arson Investigation - National Association of Investigative Specialists
Certified Hazardous Waste Worker Health and Safety Training (HAZMAT)
Licensed Private Investigator - Texas, Florida
Member of: National Council Architecture Review Board, 1975
National Association of Fire Investigators
International Association of Arson Investigators Inc.
National Association of Investigative Specialists
Southern Building Code Congress International
Klein Volunteer Fire Department - Fire Marshal (Active Fire Fighter)

EMPLOYMENT HISTORY

1996 - Present	Rimkus Consulting Group, Inc.
1992 - Present	JM & Associates
1989 - 1992	Rimkus Consulting Group, Inc.
1983 - 1989	JM & Associates
1980 - 1983	Compendium
1975 - 1980	CRS
1972 - 1975	Jarvis-Putty-Jarvis

HOUSTON DALLAS/FT. WORTH MC ALLEN SAN ANTONIO CORPUS CHRISTI AUSTIN
NEW ORLEANS ATLANTA CHICAGO TAMPA ORLANDO FT. LAUDERDALE LAS VEGAS ZURICH



State Farm Insurance Companies

CUSTOMER SUPPORT
CENTER



August 2, 2001

2001 AUG -9 A 10:53

STATE FARM INSURANCE COMPANIES
P.O. Box 9005
401 Landing Blvd.
League City, Texas 77574

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



RE: Claim Number: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: 3/10/01
Make, Model: 1996 Ford F-150
Vin: 1FTEX15N8TK [REDACTED]

This State Farm insured vehicle was involved in a fire. State Farm Insurance would like to give you an opportunity to view the enclosed photos of the vehicle involved in the loss and give you notice of our subrogation claim.

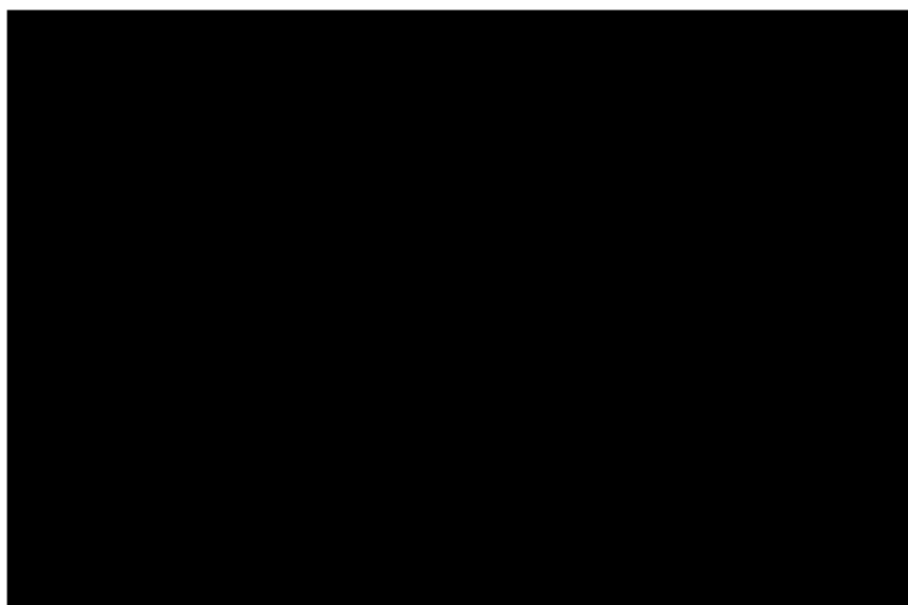
Please contact me at 281/338-7532 to discuss this matter.

Sincerely,

Tina Barnes
Claim Specialist
281/338-7532

State Farm Mutual Automobile Insurance Company

- 3/10/01
- 196-F-150
- VIN



NUMBER C-2004-603 DIV. A
 33RD JUDICIAL DISTRICT COURT

VERSUS

FORD MOTOR COMPANY, SHELTER
 FORD, TUNE UP, INC., LAKE CHARLES
 AUTO AIR & ELECTRIC, AND A.C.
 COLLINS FORD, INC.

A TRUE & CORRECT COPY OF
 PARISHES FILED: NOV 15 2004
 OBERLIN, LA. NOV 15 2004
 STATE OF LOUISIANA
 Deputy Clerk of Court
 ALLEN PARISH, LA

PETITION

NOW INTO COURT, through undersigned counsel, come plaintiff, [REDACTED] a person of the full age of majority domiciled in Allen Parish, Louisiana; STATE FARM FIRE AND CASUALTY COMPANY AND STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, foreign insurers, authorized to do and doing business in the State of Louisiana, who, with respect, represent the following:

1.

Named defendants herein are:

- a) SHELTER FORD, INC., a domestic corporation, authorized to do and doing business in the State of Louisiana;
- b) FORD MOTOR COMPANY, a foreign corporation, authorized to do and doing business in the State of Louisiana;
- c) LAKE CHARLES AUTO AIR & ELECTRIC, a domestic corporation, authorized to do and doing business in the State of Louisiana;
- d) A.C. COLLINS FORD, INC., a foreign corporation, authorized to do and doing business in the State of Texas; and
- e) TUNE UPS PLUS, a domestic corporation authorized to do and doing business in the State of Louisiana,

who are indebted unto plaintiff, for the following, to wit:

2.

At all times hereto, [REDACTED] was the owner of a 1997 Ford Expedition Sport WG, identified by Vehicle Identification Number (FMEU17LXYL [REDACTED]) (hereinafter referred to as the [REDACTED] vehicle").

3.

On or about February 26, 2004, while the [REDACTED] vehicle was parked under the carport at the [REDACTED] residence, a fire occurred in the 1997 Ford Expedition causing substantial damage to the vehicle and the residence.

4.

The fire originated in the engine compartment of the 1997 Ford Expedition and was caused by a defect in the speed control deactivation switch, the electrical system, and/or other defects within the 1997 Ford Expedition.

5.

The 1997 Ford Expedition was purchased by [REDACTED] from defendant, A.C. Collins Ford, Inc.

6.

The 1997 Ford Expedition was designed, manufactured, assembled and sold by defendant, Ford Motor Company.

7.

[REDACTED] had her vehicle serviced at Shotter Ford, Inc., Time Ups Plus, Inc., and Lake Charles Auto Air & Electric at various times prior to February 26, 2004.

8.

Defendant, A. C. Collins Ford, Inc., is liable unto plaintiff for restitution of the purchase price, plus interest from the date of sale, and repayment of expenses occasioned by the sale, including but not limited to, taxes, title, license fees and insurance payments, for attorney's fees and court costs because the above described vehicle is defective, absolutely useless for its intended purpose and its use so inconvenient and imperfect that [REDACTED] would not have purchased the vehicle had she known of the defect.

9.

Defendant, A. C. Collins Ford, Inc., knew or should have known of the defects existing in the vehicle at the time of sale.

10.

Defendant, Ford Motor Company, is liable unto plaintiff for the following acts of negligence and/or fault:

- A. Manufacturing, assembling, marketing and/or selling a product which was unreasonably dangerous in construction or composition;
- B. Manufacturing, assembling, marketing and/or selling a product which is unreasonably dangerous in design;
- C. Manufacturing, assembling, marketing and/or selling a product which is unreasonably dangerous because an adequate warning about the product was not provided; and

- D. Failure to adequately warn users of the risks/dangers of the product subsequent to acquiring such knowledge.

11.

Alternatively and/or in addition, defendant, Shetler Ford, Inc., is liable unto plaintiff for the following acts of negligence/fault:

- A. Careless, improper, and/or negligent repair;
- B. Breach of an express or implied warranty of workmanship;
- C. Failure to discover and/or remedy defects of which defendants either knew or should have been known;
- D. Failure to adequately warn users of the risks/dangers of the product subsequent to acquiring such knowledge;
- E. Other acts of negligence and/or omissions which will be made more fully known at the trial of this matter.

12.

Defendant, Lake Charles Auto Air & Electric, is liable unto plaintiff for the following acts of negligence/fault:

- A. Careless, improper, and/or negligent repair;
- B. Breach of an express or implied warranty of workmanship;
- C. Failure to discover and/or remedy defects of which defendants either knew or should have been known;
- D. Failure to adequately warn users of the risks/dangers of the product subsequent to acquiring such knowledge;
- E. Other acts of negligence and/or omissions which will be made more fully known at the trial of this matter.

13.

Alternatively, and/or in addition, defendant, Tune Ups Plus, is liable unto plaintiff for the following acts of negligence/fault:

- A. Careless, improper, and/or negligent repair;
- B. Breach of an express or implied warranty of workmanship;
- C. Failure to discover and/or remedy defects of which defendants either knew or should have been known;
- D. Failure to adequately warn users of the risks/dangers of the product subsequent to acquiring such knowledge;
- E. Other acts of negligence and/or omissions which will be made more fully known at the trial of this matter.

14.

At all times pertinent hereto, State Farm Mutual Automobile Insurance Company insured the vehicle owned by [REDACTED], and provided coverage for the damages sustained thereto.

15.

Pursuant to the terms of its insurance policy and as a result of the fire, State Farm Mutual Automobile Insurance Company paid to or on behalf of its insured [REDACTED] the sum of Ten Thousand Five Hundred Fifty-Nine and No/100 (\$10,559.00) DOLLARS.

16.

At all times pertinent hereto, State Farm Fire and Casualty Company insured the residence owned by [REDACTED] and provided coverage for the damages sustained thereto.

17.

Pursuant to the terms of its insurance policy and as a result of the fire, State Farm Fire and Casualty Company paid to or on behalf of its insured [REDACTED] the sum of ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100 (\$126,000.00) DOLLARS to date.

18.

Petitioners, State Farm Fire and Casualty Company, State Farm Mutual Automobile Insurance Company, are subrogated, legally, conventionally, and by the terms of the policy, to the rights of [REDACTED] against defendants, Shetler Ford, Inc., Ford Motor Company, Tune Ups Plus, Inc., Lets Charles Auto Air & Electric, and A.C. Collins Ford, Inc. to the extent of payments made herein to or on behalf of [REDACTED].

19.

As a result of the incident described above [REDACTED] has suffered a loss in the form of a deductible in an amount to be proven at trial, and [REDACTED] has assigned to State Farm Mutual Automobile Insurance Company the right to recover this amount.

20.

On February 5, 2004, [REDACTED] entered into a buy/sell agreement with a couple to purchase her home which was under contract at the time of the fire.

21.

[REDACTED] suffered a loss of the fair market value of her home as a result of the fire, because she was unable to sell her home at the agreed upon price.

22.

home was completely destroyed in the fire. is entitled to the fair market value of her home.

23.

has suffered the loss of a multitude of items with tremendous sentimental value and should be compensated for that loss in an amount to be determined at trial.

24.

As a result of the negligence of defendants, petitioner, suffered damages, including, but not limited to, the following, to-wit:

- A. Mental pain and suffering;
- B. Relocation expenses and out of pocket expenses;
- C. Loss of wages;
- D. Inconvenience;
- E. Other damages which shall be shown at the trial on the merits hereof.

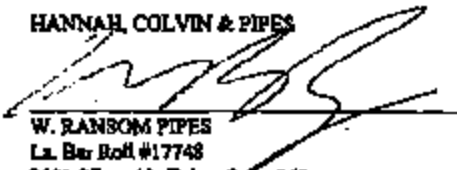
25.

Despite amicable demand, defendant has refused to reimburse plaintiff for its loss.

WHEREFORE, plaintiff pray that after due proceedings are had herein, there be judgment in favor of plaintiff, State Farm Fire and Casualty Company, State Farm Mutual Automobile Insurance Company and , and against defendants, Shetler Ford, Inc., Ford Motor Company, Tune Ups Plus, Inc., Lakes Charles Auto Air & Electric, and A.C. Collins Ford, Inc. for the sum of all damages proven at trial, together with legal interest from date of sale, attorneys' fees, and for all costs of these proceedings. Plaintiff further prays for all general and equitable relief to which it may be entitled.

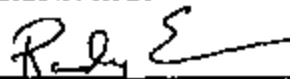
By Attorneys:

HANNAH COLVIN & PIPES



W. RANSOM PIPES
La. Bar Roll #17748
2031 Silverdale Drive, Suite 260
Baton Rouge, LA 70808
Telephone: (225) 766-8240

ESTES & LOFASO



RANDY ESTES (LA Bar Roll #22359)
6160 Perkins Road, Suite 200A
Baton Rouge, LA 70808
Telephone: (225) 765-7326

PLEASE SERVE:

Ford Motor Company
through its agent for service:
C. T. Corporation Systems
8550 United Plaza Blvd.
Baton Rouge, LA 70809

Shuttler Ford, Inc.
through its agent for service:
Edmond M. Raggle
Court Circle
Crowley, LA 70526

Time Ups Plus
5509 Alexander Lane
Lake Charles, LA 70605

Lake Charles Auto Air & Electric, Inc.
through its agent for service:
Gregory Dale Carpenter
840 Highway 14
Lake Charles, LA 70601

A. C. Collins Ford, Inc.
4242 E. Sam Houston Parkway S
Pasadena, TX

via Louisiana Long Arm Statute

HANNAH, COLVIN & PIPES, L.L.P.

ATTORNEYS AT LAW
1051 SILVERSIDE DRIVE, SUITE 260
BATON ROUGE, LOUISIANA 70808
TELEPHONE: (225) 766-8140
FACSIMILE: (225) 766-3546

MICHAEL P. COLVIN
W. RANDOM PIPES
JANICE M. REEVES
KRISTINA L. HARPER
JUDSON G. BARKS
DONNE M. ARADIE*

*Also admitted to TX

HANK S. HANNAH
(1931 - 1993)

March 5, 2004

Via Fax: (313) 845-4882 and
Certified Mail, Return-Receipt Requested

RECEIVED MAR 9 2004

Ms. Shawn L. Norton
Ford Motor Company
Parklane Tower West, Suite 300
Three Parklane Boulevard
Dearborne, Michigan 48126-2568

Re: State Farm Claim #: [REDACTED]
Insureds: [REDACTED]
Location: [REDACTED]
Kinder, Louisiana
Date of Loss: February 26, 2004
Our File No.: 821-2126

Dear Ms. Norton:

Please be advised that I have been retained by State Farm Fire & Casualty Company in connection with damages sustained as a result of a fire which occurred on February 26, 2004, at the residence of its insured, [REDACTED] in Kinder, Louisiana. According to State Farm's investigation, the fire originated in a 1997 Ford Expedition Sport WQ, that was parked under the carport of the above mentioned residential dwelling. As a result of the fire, the residential dwelling and the vehicle sustained substantial property damage.

The remains of the vehicle have not yet been removed from the fire scene, which is located at the above-referenced address. However, I do expect that the vehicle will be removed from the fire scene by the early part of next week, and safe-guarded at a storage facility in or near Kinder. If you wish to schedule an inspection of either the fire scene or the vehicle, please call me upon your immediate receipt of this correspondence, so that we may make the necessary arrangements.

By way of this correspondence, State Farm Fire & Casualty Company is placing Ford Motor Company on immediate notice of this claim as they are seeking full reimbursement of payments made or to be made to or on behalf of its insured, [REDACTED]

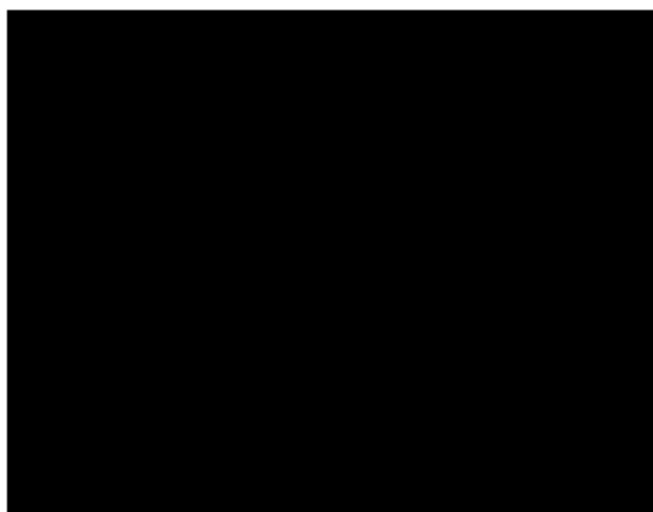
Ms. Shawn L. Norton
March 5, 2004
Page 2

If you have any questions or wish to discuss this matter further, please call.

Very truly yours,


Krystena L. Harper

KLH/th
cc: Ms. Shirley May



CAUSE NO. 141 209690 05

[REDACTED]
Plaintiff,

v.

FORD MOTOR COMPANY,
Defendant.

§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

Plaintiff **[REDACTED]** is an individual, (referred to as "Plaintiff"), files this his original petition seeking a money judgment against Defendant for the following reasons:

PARTIES

1.

Plaintiff, **[REDACTED]** is an individual who resides at 1406 Chesapeake Drive, Arlington, Tarrant County, Texas. At all times material hereto **[REDACTED]** was residing at the above address in Arlington, Texas. **[REDACTED]** at all times material hereto was the owner of a 1997 Ford F-150 pickup automobile with a vehicle identification number of 1FTDX07W4VK **[REDACTED]** Plaintiff is represented by Frank J. Webb, Attorney at Law, 3131 McKinney Ave., Suite 700, Dallas, Texas 75204. The discovery in this matter is Level 1.

2.

Defendant Ford Motor Company ("Ford") is a foreign corporation doing business on a regular basis in Texas. The registered agent for Ford Motor Company is CT Corporation Systems, 350 North St. Paul, Dallas, Texas, 75201.

JURISDICTION AND VENUE

3.

Ford Motor Company, at all times relevant to this lawsuit, was doing business in Tarrant County, Texas and as alleged below, was the proximate cause of Plaintiff's damages due to a fire that occurred to the 1997 Ford F-150 pickup belonging to [REDACTED] said fire occurred while the 1997 Ford F-150 pickup was parked in the garage at the [REDACTED] residence located at [REDACTED] Drive, Arlington, Tarrant County, Texas. Accordingly, venue is proper in Tarrant County, Texas since the damage incurred by Ruiz occurred in Tarrant County. As a proximate result of said fire, Plaintiff incurred damages in excess of the minimum jurisdictional limits of this Court. The damages suffered include, but are not limited to, damages due Plaintiff's real and personal property due to the fire that damaged his 1997 Ford F-150 pickup and his residence.

SERVICE

4.

Ford Motor Company may be served by serving the petition, citation and service of process as follows:

Ford Motor Company c/o
CT Corporation Systems
350 North St. Paul
Dallas, Texas 75201

FACTS

5.

At all times relevant herein, Ford Motor Company was engaged in the business of designing, manufacturing, supplying, distributing repairing and/or selling automobiles. Prior to May 20, 2004, Ford Motor Company designed, manufactured, supplied, distributed, repaired and/or sold an 1997 Ford F-150 pickup which was purchased by [REDACTED]

6.

On or about May 20, 2004, a fire occurred at the residence of the Plaintiff located at [REDACTED] [REDACTED] Arlington, Tarrant County, Texas 76010 when the 1997 Ford F-150 pickup that [REDACTED] had purchased from Ford Motor Company and was parked in the attached garage of the [REDACTED] residence ignited from an electrical fault within the speed control deactivation switch of the vehicle. Prior to the fire of May 20, 2004, [REDACTED] had not had any problems with the vehicle. The fire occurred while the vehicle was parked inside the garage of his residence, the speed control deactivation switch malfunctioned causing the vehicle to catch fire which then ignited causing the residence, said residence located in Tarrant County, Texas. The vehicle that [REDACTED] owned was manufactured by Ford Motor Company. At the time of the fire, [REDACTED] had bought, driven, had maintained, and or repaired an automobile designed, manufactured, supplied, distributed, repaired and/or sold by Defendant. The automobile designed, manufactured, supplied, distributed,

repaired and/or sold by Defendant caused a fire to said automobile, on or about May 20, 2004 . The fire was determined to be caused by the failure of the speed control deactivation switch and resulting in the fire and subsequent damage to [REDACTED] vehicle which then spread in the garage and the residence at 1406 Chesapeake Drive, Tarrant County, Tarrant County, Texas belonging to Plaintiff. The fire to the 1997 Ford and the residence belonging to [REDACTED] was due to the improper design, repair, manufacture, and or defective condition of an automobile designed, manufactured, repaired, supplied, distributed and or sold by Defendant, which fire caused damage to real and personal property of Plaintiff.

CAUSES OF ACTION

NEGLIGENCE

7.

As for his first cause of action against Ford Motor Company, Plaintiff pleads, reinstate and reallege the previous paragraphs above as if set forth fully herein and would further show the Court as follows:

8.

At the time of this incident, Ford Motor Company owed a duty to Plaintiff to exercise reasonably prudent and ordinary care in the design, manufacture, supply, repair and distribution of the automobile purchased by [REDACTED] that vehicle being a 1997 Ford F-150 pickup. Ford Motor Company violated this duty by negligently designing, manufacturing, supplying, repairing and/or distributing the automobile and by failing to act as a reasonably prudent person would have under

the same or similar circumstances. Ford Motor Company's negligent acts and/or omissions include, but are not limited to:

- a. Supplying a defective automobile which it knew or should have known subjected Plaintiff's property to unreasonable risk of harm;
- b. Supplying an automobile which was in a defective and unreasonably dangerous condition and could not be used without unreasonable risk of harm to Plaintiff's property;
- c. Failing to warn Plaintiff of the defective condition which it knew or should have known created unreasonable risk of harm to Plaintiff's property;
- d. Failing to adequately, properly and safely inspect, test and repair the automobile and make the necessary corrections or adjustments needed, which inspections, tests or repairs would have revealed the existence of the dangerous condition which corrections or adjustments would have remedied;
- e. Failing to design the automobile properly and correctly;
- f. Failing to manufacture and or repair the automobile properly and correctly;
- g. Continuing to manufacture and distribute the automobile it knew or should have known of the dangerous characteristics of said automobile;
- h. Using improper materials in the construction and manufacturing of the automobile; and
- i. By otherwise failing to use due care under the circumstances.

9.

Each of the above-referenced acts and/or omissions, singly or in combination with others, constitute a negligence, which approximately caused the damages suffered by Plaintiff which are in excess of the minimum jurisdictional limits of this Court.

GROSS NEGLIGENCE

10.

As for his second cause of action against Defendant, Plaintiff pleads, reinstate and reallege the previous paragraphs above as if set forth fully herein and would further show the Court as follows:

11.

Ford Motor Company is grossly negligent for the following reasons:

- a. Supplying a defective automobile which it knew or should have known subjected Plaintiff's property to unreasonable risk of harm;
- b. Supplying an automobile which was in a defective and unreasonably dangerous condition and could not be used without unreasonable risk of harm to Plaintiff's property;
- c. Failing to warn Plaintiff of the defective condition which it knew or should have known created unreasonable risk of harm to Plaintiff's property;
- d. Failing to adequately, properly and safely inspect, test and repair the automobile and make the necessary corrections or adjustments needed, which inspections, tests and/or repairs would have revealed the existence of the dangerous conditions which corrections or adjustments would have remedied;
- e. Failing to design the automobile properly and correctly;
- f. Failing to manufacture and/or repair the automobile properly and correctly;
- g. Continuing to manufacture and distribute automobiles when it knew or should have known the dangerous characteristics of such automobiles;
- h. Using improper materials in the construction and manufacture of the automobile; and
- i. Otherwise failing to use due care under the circumstances.

12.

A

Ford Motor Company proceeded with this course of grossly negligent conduct or inaction despite its knowledge of the danger to Plaintiff, unreasonably exposing Plaintiff to such serious danger. Ford Motor Company acted wilfully, or with such entire want of care, indicating a serious conscious indifference to the rights of welfare of Plaintiff that the actions of Ford Motor Company were heedless and reckless. Each of the above-referenced acts and/or omissions, singly or in combination with others, constitute a gross negligence which proximately caused the damages suffered by Plaintiff, which are in excess of the minimum jurisdictional limits of this Court. Moreover, given the wilful and/or conscious indifference of Ford Motor Company, Plaintiffs are entitled to punitive damages.

PRODUCTS LIABILITY

13.

As a third cause of action against Ford Motor Company, Plaintiff pleads, reinstate and reallege the previous paragraphs above as if set forth fully herein and would further show the Court as follows:

14.

Prior to the date of this incident, Ford Motor Company designed, manufactured, supplied, distributed, repaired and/or sold the automobile and introduced said automobile into the stream of commerce in a manner so as to render it defective, unsafe and unreasonably dangerous. At the time of this incident, the automobile was being used in a manner for which it was designed,

manufactured, assembled and sold.

15.

Ford Motor Company's design, manufacture, distribution, supply, repair and/or sale of the subject automobile caused defective, unsafe and unreasonably dangerous conditions which were the producing and proximate causes of the damages sustained by Plaintiff, which are in excess of the minimum jurisdictional limits of this Court.

BREACH OF IMPLIED WARRANTY

16.

For its fourth cause of action against Ford Motor Company, Plaintiff pleads, reinstates and realleges the previous paragraphs above as if set forth fully herein and would further show the Court as follows:

17.

At all times material herein, Ford Motor Company impliedly warranted that it designed, manufactured, supplied, distributed, repaired and/or sold the automobile in a good and workmanlike manner. Defendant breached this implied warranty in one or more of the following respects:

- a. By failing to manufacture, supply, distribute, repair, maintain and/or sell the automobile in a good and workmanlike manner; and

- b. By its negligence in the design, manufacture, supply, repair, distribution and/or sale of the automobile.

18.

Each of the above-referenced acts and/or omissions, singly or in combination with others, constitute the breach of an implied warranty, which proximately caused the damages suffered by Plaintiffs, which are in excess of the minimum jurisdictional limits of this Court.

BREACH OF EXPRESS WARRANTY

19.

For its fifth cause of action against Ford Motor Company, Plaintiff pleads, reinstates and realleges the previous paragraphs above as if set forth fully herein and would further show the Court as follows:

20.

At all times material herein, Ford Motor Company expressly warranted to Plaintiff that the automobile was in a good condition that conformed with industry standards and was of the highest quality condition. Ford Motor Company breached this express warranty in one or more of the following respects:

- a. By failing to design, manufacture, supply, repair, distribute and/or sell the automobile in a good and workmanlike manner,

- b. By failing to design, manufacture, supply, repair, distributed and/or sell the automobile in conformity with industry standards;
- c. By failing to design, manufacture, supply, repair, distribute and/or sell the automobile in the highest quality condition; and
- d. By its negligence in the design, manufacture, supply, repair, distribution and/or sale of the automobile.

21.

Each of the above-referenced acts and/or omissions, singly or in combination with others, constitute the breach of an express warranty, which proximately caused the damages suffered by Plaintiffs which are in excess of the minimum jurisdictional limits of this Court.

DAMAGES

22.

Damages are in excess of the minimum jurisdictional limits of this Court.

JURY DEMAND

23.

Plaintiffs demand this Court empanel a lawful jury to hear the case.

FOR THE COURT ONLY, NOT TO BE READ BY THE JURY

24.

Pursuant to an insurance policy issued to Plaintiff by Allstate Insurance Company (hereafter "Allstate"), a corporation licensed to do business in Texas, a sum well in excess of the minimum jurisdictional requirement was paid to Plaintiff by virtue of said contract of insurance. As a matter of law and equity, Allstate is qualified to bring this case in its name or in the name of the insured, [REDACTED] for the sum paid to him as a result of those acts/or omissions of the Defendant and as described herein, is subrogated to any right of any recovery or cause of action that Plaintiff has for said damage. Allstate is entitled to bring this action in the Plaintiff's name pursuant to common law and equity, the terms of the insurance policy, and or the specific assignments, if any, that Plaintiff may have executed after his losses.

PRAYER

Wherefore, premises considered, Plaintiff prays that Defendant Ford Motor Company be cited to appear to answer herein and upon final hearing, the Court enter a judgment in favor of Plaintiff against Defendant in an amount in excess of the minimum jurisdictional limits of this Court, for compensatory damages, punitive damages, attorney's fees, reasonable paralegal fees, costs of court, and pre- and post-judgment interest at the highest rate allowed by law, and for such other and further relief, general or special, at law or at equity, to which Plaintiff may show himself to be justly entitled.

PLAINTIFF'S ORIGINAL PETITION [REDACTED]

Page 11 of 12

0005-085-LC-1212

Respectfully submitted,



Frank J. Webb
Texas State Bar No. 21025600
Law Offices of Frank Webb
3131 McKinney Avenue, Suite 700
Dallas, TX 75204
(214) 969-9029
(214) 953-0583 (FAX)
ATTORNEY FOR PLAINTIFF

April 20, 2004

Mr. Mike Vickermann
Allstate Insurance
PO Box 821904
N. Richland Hills, TX 76182

re: Insured: [REDACTED]
Claim #: [REDACTED]
MEG File #: 3477

Dear Mr. Vickermann:

Pursuant to your request this firm examined a F-150 truck. Enclosed herein are our findings during the examination.

Findings

The vehicle was a 1997 model Ford F-150, pick up truck. The vehicle had the following license and vehicle identification number present:

License #: 9MH-C63
VIN #: 1FTDX07W4VK [REDACTED]

The fire damage to the vehicle was at the left front mainly to the engine compartment. There was some damage to the dashboard area. The burning centered around the brake master cylinder, primarily at the speed control deactivation switch. The deactivation switch is mounted at the end of the brake master cylinder and was still present although heavily damaged.

The remains of the switch was still in place on the brake master cylinder but were very delicate. In order to save them as intact as possible the wires were cut and the master cylinder was removed. This allowed closer photography. The part number could be read. Visual exam of the remains showed beading of copper internal to the switch indicating that there had been an electrical arc inside the unit.

The fuse panel inside the vehicle was examined for any blown or open fuses. The fuse panel inside the vehicle was not damaged by the fire. Fuses number

Mr. Vickermann

matter

Page 2

13, 14 and 31 were found to be blown. Fuse number 13 serves the speed control deactivation switch. There was a 20 ampere fuse in location 13 which is appropriate. The combination of the fire centering in the area of the speed control deactivation switch, the switch having balls from arcing present, and the fuse serving the switch being blown indicates the fire was caused by a failure of the switch.

The switch debris was so delicate that when putting a plastic bag over it for protection it came apart so the insides could be seen. It was photographed and shows the arcing evidence inside. The switch assembly has number F3TA-9F924-CA6281 on it. The switch debris and master cylinder with the threaded part of the switch still installed is being stored as evidence. It is suggested that Ford Motor Company be notified of the loss and the cause.

Summation

The fire was most likely a result of a failure within the speed control deactivation switch. There was evidence of arcing found inside the switch, and the fuse serving the switch was blown. Ford Motor Company should be notified of the loss so they can have a representative examine the vehicle and the evidence saved from the scene.

We appreciate the opportunity to be of service. If there are any questions, please do not hesitate to call.

Respectfully submitted,
Goodson Engineering


William G. Stanfield
Professional Engineer

Photo Log - MEG#3477

Photo #	Description
1	General view of truck still setting in garage where fire occurred.
2	Right front of truck.
3	Inside cab of truck.
4	Left front of truck.
5	Closer view of fire burned hole in hood of truck.
6	Another view of hole.
7	Closer view of motor by looking through hole in hood.
8	Looking downward through hole in hood at suspect switch at arrow.
9	With hood lifted another view of brake master cylinder and suspect switch.
10	With hood lifted overall view of fire damaged motor area.
11	Fuse panel in cab. No fire damage in its area.
12	Closer view of switch and wiring before wires cut and master cylinder removed.
13	Close up of metal base part of switch. Note bead of copper at arrow.
14	Closer view of bead of copper.
15	Bottom side of plastic top of switch. Note beading at arrow.

MARK E. GOODSON, PE

DPG-085-LO-1217

Mark E. Goodson, PE, Inc.

Photo # 4

Mark E. Goodson, PE, Inc.

Photo # 3

ENC-883-LC-1218

Mark E. Goodson, PE, Inc.
Photo # 6

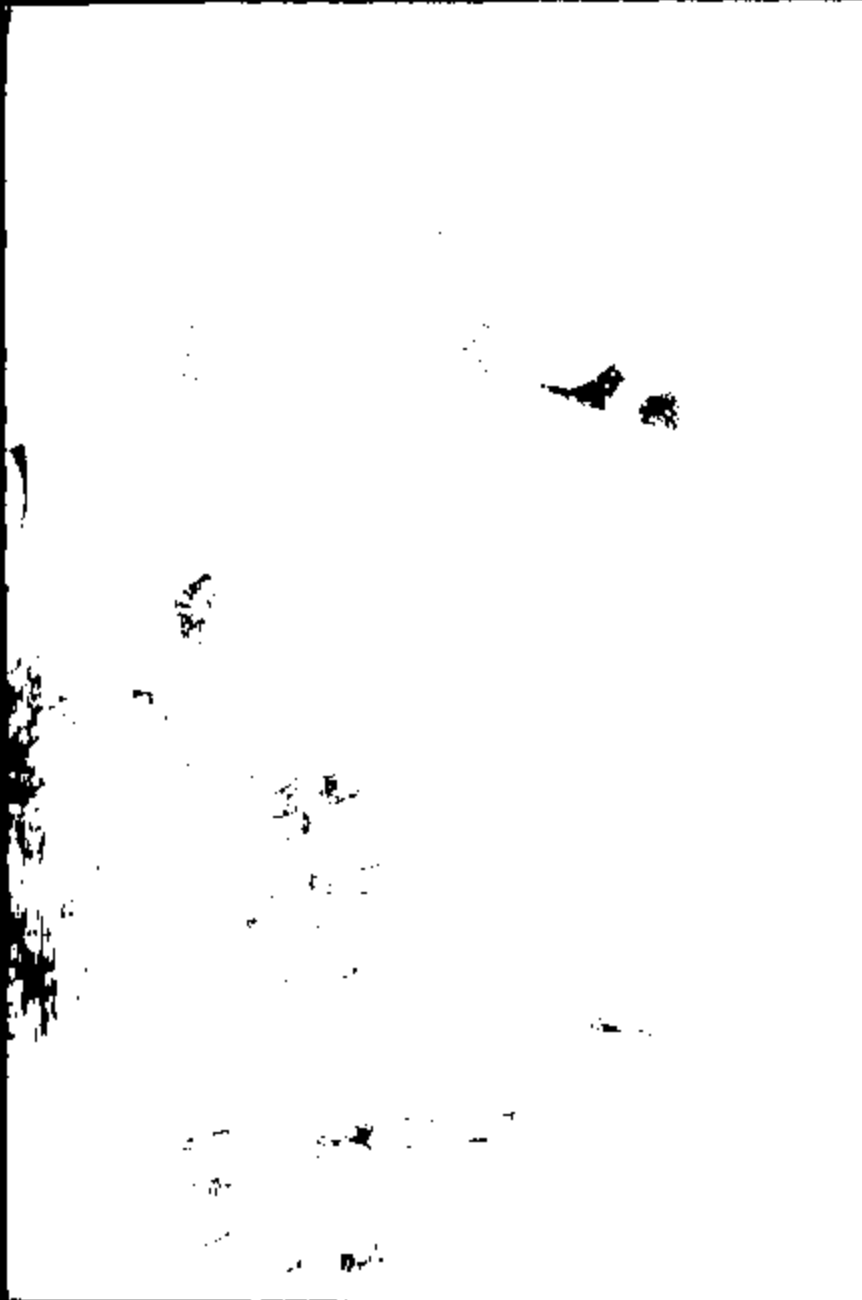
Mark E. Goodson, PE, Inc.
Photo # 5

EROS-890-LC-1219

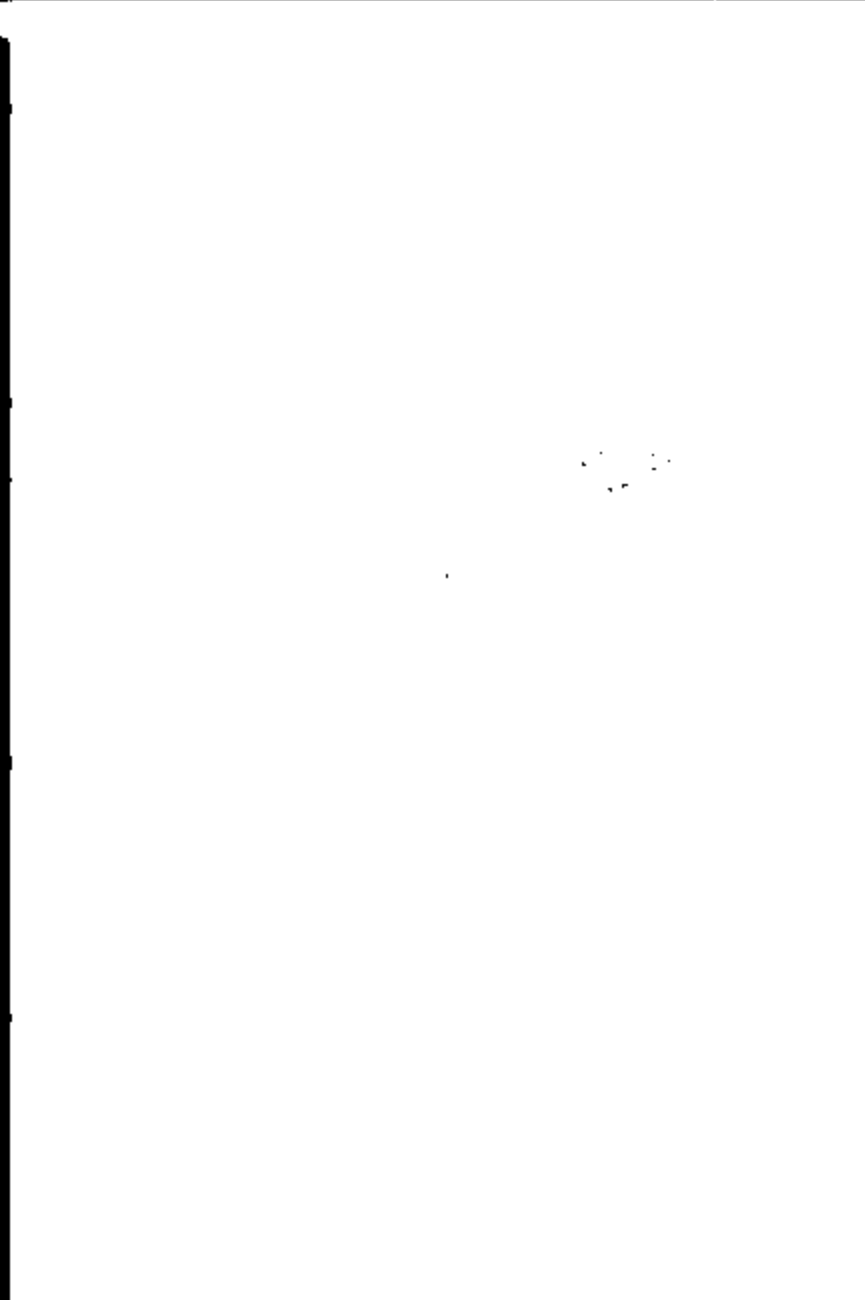
Mark E. Goodson, PE, Inc.
Photo # 3

Mark E. Goodson, PE, Inc.
Photo # 7

BR95-095-LC-1728



Mark E. Goodson, PE, Inc.
Photo # 10



Mark E. Goodson, PE, Inc.
Photo # 9

EMCS-603-10-1221

Mark E. Goodson, PE, Inc.
Photo # 12

Mark E. Goodson, PE, Inc.
Photo # 11

3477 PHOTO #13

8905-825-LC-1222

3477 PHOTO & 14

BR95-885-LC-1223

2477 PHOTO #15

EROS-885-LC-1224

Goodson Engineering

Consulting Engineers

1007 Shady Oaks

Denton, TX 76205

(940) 243-1324

Fax (940) 387-1786

Mike Vickerman

Allstate Insurance (Central)

PO Box 821904

N. Richland Hills TX 76182

Federal Taxpayer ID

76-0458622

April 27, 2004

Invoice # 12909

In Reference To: [REDACTED] Insured

Claim # [REDACTED]

MEG File #3477

Professional ServicesHours

4/19/2004 WGS Inspection, Testing, Documentation of Evidence, prepare report

4.50

Amount

For professional services rendered

4.50

\$800.00

ExpensesQty/Price

4/19/2004 Inspection, Testing, Documentation of Evidence, prepare report

84

33.60

\$0.40

Total expenses

\$33.60

Total taxes

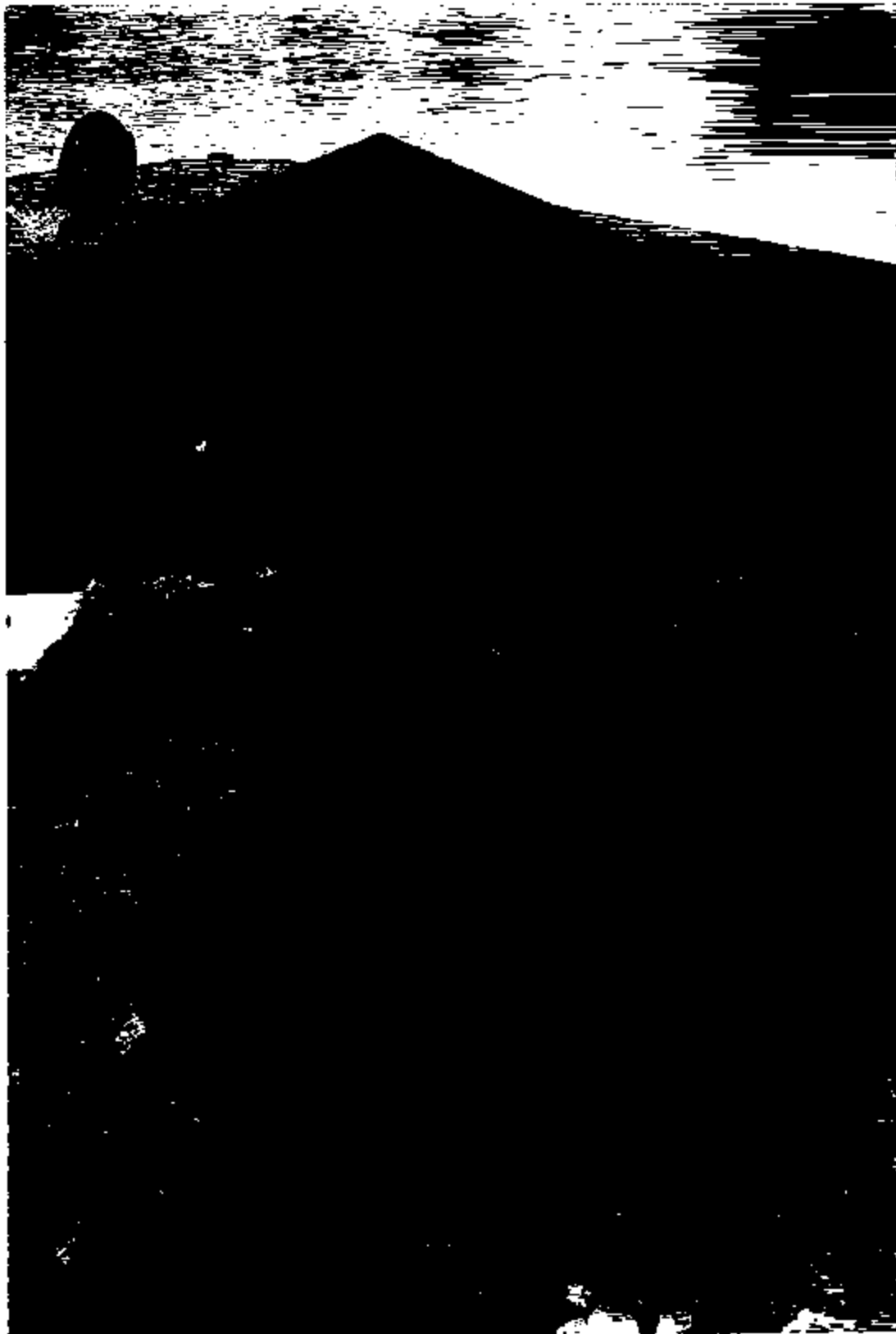
\$77.02

Total amount of this bill

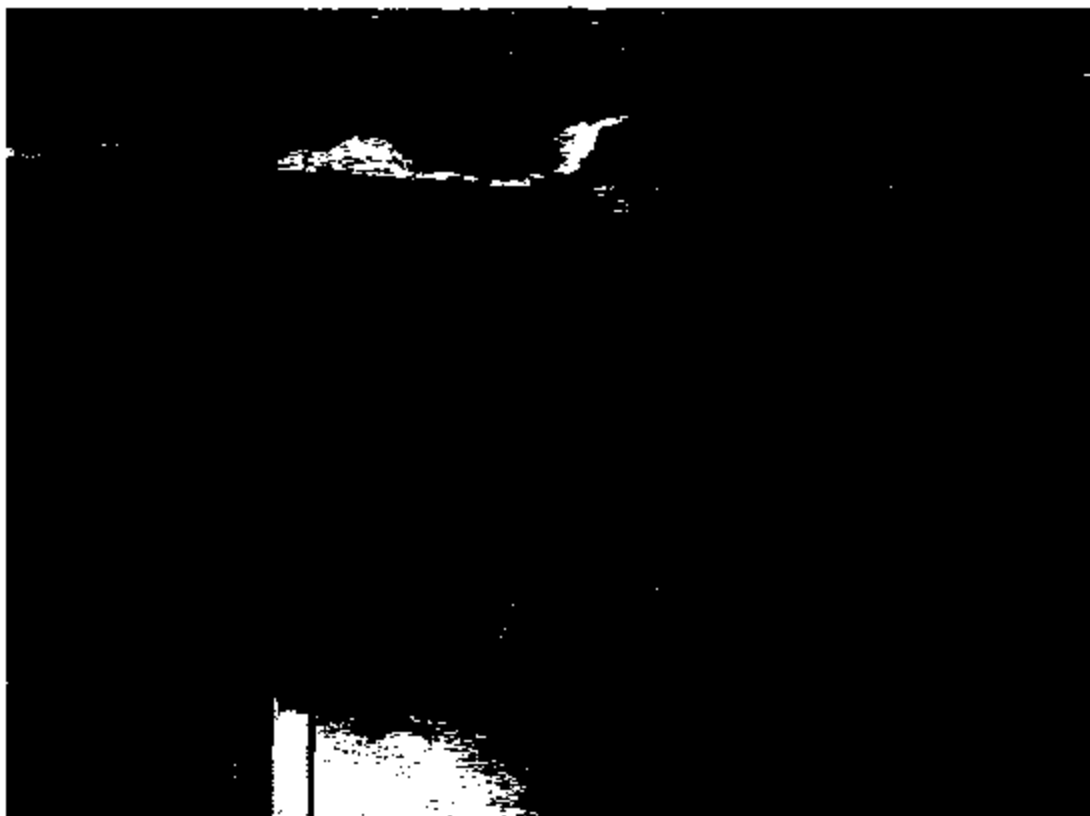
\$1,010.82

BALANCE DUE**\$1,010.82**

6095159940



EA85-885-LC-1225



EA85-885-LC-1227

6095:59940

BPTF PAGE NO.0001 514 F060 04-26-2004 12:03

Arlington Texas Fire Department

FDID: 06701

INCIDENT: 04007573

EXP NO.: 000

INC-DATE: 04-11-2004

VERSION: ORIGINAL

SECTION A - COMPLETE FOR ALL INCIDENTS

FDID: 06701 INCIDENT: 04007573 EXP NO.: 000 INC-DATE: 04-11-2004 DOM: SUN
TIME DISPATCH: 07:15:25 TIME ARRIVAL: 07:19:44 END TIME: 09:02:10 ADD DAYS: 0

PRIM SIT: Structure Fire - 11
ACTION TAKEN: Extinguishment - 1 MUTUAL AID:
FIXED PROP USE: 411 - 411 IGM FACTOR: Ignition Factor undetermined or - 00

INCIDENT ADDRESS: 1406 CHESAPEAKE DR
METHOD ALARM: 911 Call - 7 ZIP CODE:
NO. ALARM: 1

STAFFING: 14 ENGINE: 3 TRUCK: 1 OTHER: 1

INVOLVEMENT SECTION
NO-INV: 000

SECTION B - COMPLETE IF CASUALTY

FIRE INJ: 0 FIRE FAT: 0 CIV INJ: 0 CIV FAT: 0

SECTION C - COMPLETE FOR ALL FIRE

COMPLEX: Dwelling complex - 41 NON TYPE:
AREA ORIGIN: Garage, carport, vehicle storage - 47 EQUIP. INVL:
FORM HEAT: Form of heat of ignition insuffi - 00 MATERIAL TYPE: Type of Material undetermined or - 00
MATERIAL FORM: Form of Material undetermined or - 00 METHOD EXT: PRECONNECTED LINES, WATER ON APP - 5

LEVEL ORIGIN: Grade Level to 9 feet above grad - 1
LOSS PROP: 2000 LOSS CONT: 0

SECTION D - COMPLETE FOR STRUCTURE FIRE

STORIES: 1 CORN TYPE: PROTECTED ORDINARY - 5

EXTENT OF DAMAGE
FIRE DAM: Confined to room of origin - 3 SMOKE DAM: Confined to room of origin - 3

WRT PERS: PERSONS IN ROOM OF FIRE ORIGIN: 2 WRT PERS: No equipment present in room or - 0

TYPE OF MATERIAL GENERATING THE MOST SMOKE
TYPE MAT: Type of Material undetermined or - 00 AVE TRAVEL: Utility opening in wall - 4

FORM OF MATERIAL GENERATING THE MOST SMOKE
FORM MAT: Form of Material undetermined or - 00

MPF PAGE NO.0002 514 FD60 04-26-2004 12:03

Arlington Texas Fire Department

FSID: 08701

INCIDENT: 04007573

EXP NO.: 000

ISC-DATE: 04-11-2004

VERSION: ORIGINAL

SECTION - E FOR HOSTILE PROPERTY INVOLVED

YEAR: MAKE: MODEL: SERIAL NO.: 1FTDX07 EN LIC NO. [REDACTED]

FOR EQUIPMENT INVOLVED

YEAR: MAKE: MODEL: SERIAL NO.:

SECTION F - COMMENTS

REPORTING UNIT: BATTALION #3

- 83

Box6124 structure fire. E6 O/S with light smoke. G6 O/S same size up taking command. All occupants reported out. JEC set up with G-Capt. and AG-E6. Occupants exited back bed room window when smoke detectors sounded. E6 Lt. and f/f advanced B/S through front door and found heavy black smoke and fire coming from hood area of p/u. G6 closed extension while E12 performed S /U and primary search. Garage opened and vehicle was pushed out away from structure. G6 found no extension after opening ceiling and ceiling by thermal. Fire is being investigated due to vehicle being stationary for 36hrs.

REPORTING UNIT: BATTALION #3

- 83

No equipment damage nor injuries to f/f or occupants. Husband out of U.S. but wife and children at home at time, only heard smoke detectors no other signs or odor detected before alarm sounded. No previous problems with vehicle. H/V performed, no water damage.



**FIRE CAUSE
INVESTIGATIONS**

*A division of
SEAL Corporation*



Corporate Office
12785 Hwy 64 East
Tyler, TX 75707
(800) 432-4669*
(903) 566-4535
(903) 566-4504 Fax
email: seal@tyler.net
www.sealcorp.com

BRANCH LOCATIONS

☐
Dallas/Ft. Worth, TX

☐
Houston, TX

☐
Lafayette, LA

**CAUSE AND ORIGIN INVESTIGATION
OF A VEHICLE FIRE
OCCURRING TO A 1997 FORD F-150
OWNED BY [REDACTED]
GRAND PRAIRIE, TEXAS**

**PREPARED BY:
KEVIN JACQUE, CFEI
FCI FILE NO: FAI-141-1 04149
JUNE 1, 2004**

**PREPARED FOR:
ALLSTATE INSURANCE COMPANY
COPPELL, TEXAS**

***24 Hour Service
(800) 4-FCI-NOW**

REPORT SUMMARY

On May 20, 2004, Ms. Sylvia Alonzo contacted Fire Cause Investigations requesting a cause and origin investigation of a vehicle fire to a 1997 Ford F-150 pickup owned by [REDACTED]. According to information received, on April 11, 2004, the 1997 Ford F-150 pickup was parked in the garage of the [REDACTED] residence at [REDACTED] Drive in Arlington, Texas, when the vehicle caught on fire. Inspection of the 1997 Ford F-150 extended cab pickup revealed the heaviest damage was sustained in the engine compartment area along the front left fender well. Inspection of the interior of the vehicle did not reveal any evidence of electrical or mechanical malfunction related to fire causation. Fire patterns observed on the engine compartment are consistent with the spread of the fire from the area of the master cylinder and power brake booster, up and out across the top of the engine. Electrical wiring in the vicinity of the engine compartment electrical distribution center was inspected and wiring exhibited electrical activity and melting at the power distribution center. I conclude the fire was most likely caused by an electrical malfunction in the area of the engine compartment electrical distribution center and anti-lock brake system component. Both were located on the inner fender wall on the left-hand side of the vehicle. The heat source generated by the electrical malfunction ultimately ignited the combustibles in the area of the master brake cylinder, propagating upward and outward into the engine compartment of the vehicle.

FIRE INVESTIGATOR: Kevin Jacque, CFEI

FCI FILE NO: FAI-141-1 04149

CLAIM NO: 4039572418

TYPE, DATE, LOCATION OF LOSS: Vehicle Fire; 4/11/04; Grand Prairie, TX

COPIES: (2) Ms. Sylvia Alonzo
Allstate Insurance Company
P.O. Box 1987
Coppell, Texas

(1) FCI File

**CAUSE AND ORIGIN INVESTIGATION
OF A VEHICLE FIRE
OCCURRING TO A 1997 FORD F-150
OWNED BY [REDACTED]
GRAND PRAIRIE, TEXAS**

I. INTRODUCTION:

On May 20, 2004, Ms. Sylvia Alonzo of Allstate Insurance Company contacted Fire Cause Investigations requesting a cause and origin investigation of a vehicle fire to a 1997 Ford F-150 pickup owned by [REDACTED]. Authorization was given for Fire Cause Investigations to travel to CoPart in Grand Prairie, Texas, to conduct an inspection of the vehicle and to retrieve any evidence pertinent to fire causation. Opinions stated herein are based on work and evidence reviewed to date. Should further evidence or information develop indicating a need for continued analysis, I reserve the right to modify or expand my opinion as indicated by such developments.

II. BACKGROUND:

According to information received, on April 11, 2004, the 1997 Ford F-150 pickup was parked in the garage of the [REDACTED] residence at [REDACTED] Drive in Arlington, Texas when the vehicle caught on fire. The vehicle was subsequently moved to CoPart in Grand Prairie where I conducted my investigation.

III. ON-SITE INSPECTION:

On May 21, 2004, I traveled to CoPart in Grand Prairie, Texas, to conduct an inspection of the 1997 Ford F-150 pickup. Upon my arrival, photographs were taken for documentation purposes. The vehicle was identified with CoPart's lot #3643184 and was identified with Vehicle Identification Number (VIN) #1FTDX07W4V[REDACTED]

Initial inspection of the 1997 Ford F-150 extended cab pickup revealed the heaviest damage was sustained in the engine compartment area along the front left fender well where a hole was burned completely through the hood of the vehicle, as observed in the photographs. The interior of the vehicle sustained heavy smoke damage with the fire having vented through the windshield and firewall in the area of the steering column of the vehicle. Inspection of the interior of the vehicle did not reveal any evidence of electrical or mechanical malfunction related to fire causation.

The interior fuse panel was inspected. Three of the mini fuses located on the interior of the fuse panel were in the "open" position. Fuse #14, #20, and #31 were electrically "open".

The hood was removed to gain access to the engine compartment to continue my inspection. Fire patterns observed on the engine compartment are consistent with the spread of the fire from the area of the master cylinder and power brake booster, up and out across the top of the engine. Electrical wiring in the vicinity of the engine

compartment electrical distribution center was inspected and wiring exhibited electrical activity and melting at the power distribution center. A component of the anti-lock brake system mounted directly in front of the power distribution center also sustained heavy damage. The fire originated in the immediate area between the brake component and engine compartment electrical distribution center. No other evidence of electrical or mechanical malfunction was observed in the engine compartment. Fluid levels were checked and verified to be within operating parameters of the engine.

IV. PRINCIPLES AND METHODS:

Principles and methods employed during my investigation, examination, and evaluation of this loss include, but are not limited to the following:

Methods

1. The methodology utilized in my activities in this particular case was the application of a systematic approach involving the collection of data and analysis of the data through deductive reasoning based upon and consistent with my previous experience and knowledge concerning fires and fire spread.
2. The method of visual analysis was used on the fire scene evidence and post-fire photographs.
3. To reach my conclusion, I used the method of comparative study based on the facts and my previous experience.

4. The method of examining a scene from the least to the heaviest damage and interpreting patterns to determine the origin and cause of a fire or explosion was used.

Principles

1. The principle utilizing the fire tetrahedron proving the components needed: fuel, oxidizing agents, heat, and an uninhabited chain reaction to create and sustain a fire.
2. The principle that fire normally moves upward and outward from a point of origin, unless ventilation, firefighting techniques, or fuel promotes unusual circumstances.
3. Principles of pyrolyzation, decomposition, and combustibility.
4. The principles of conservation of energy, Joule's Law of Electric Heating, high resistance heating, and electrical arcing/heat production.

These methods and principles conform to established technical principles taught and applied during my formal education, training, and experience.

V. CONCLUSION:

Based on the evidence I observed during my inspection of the 1997 Ford F-150 pickup, I conclude the fire was most likely caused by an electrical malfunction in the area of the engine compartment electrical distribution center and anti-lock brake system component. Both were located on the inner fender wall on the driver's side of the vehicle. The heat source generated by the electrical malfunction ultimately ignited the combustibles in the

area of the master brake cylinder, propagating upward and outward into the engine compartment of the vehicle.



Kevin Jacques, CFBI
Special Investigator
Fire Cause Investigations

P
H
O
T
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R
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P
H
S

Photographs

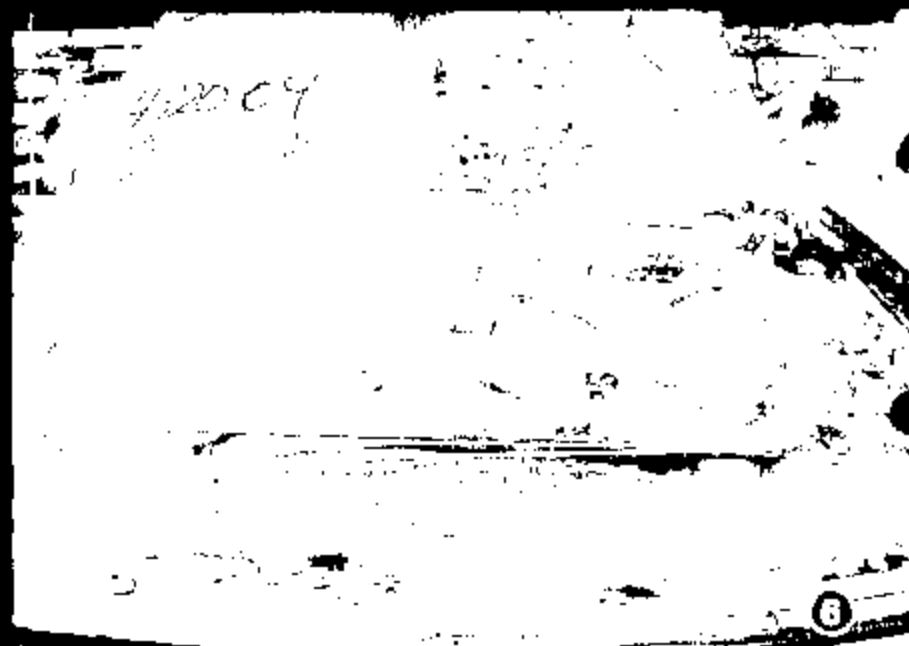
1. Front view of the 1997 R-150.
2. Driver side view.
3. Rear view.
4. Passenger side view.



5. View of the hood and windshield in area of origin.
6. View of the engine compartment after the hood was removed revealing heaviest fire damage in the area of the brake system power booster.
7. View of the engine compartment taken from the driver's side exhibiting fire patterns moving away from the driver's side.
8. View of the engine compartment taken from the passenger side of the vehicle.



5



6

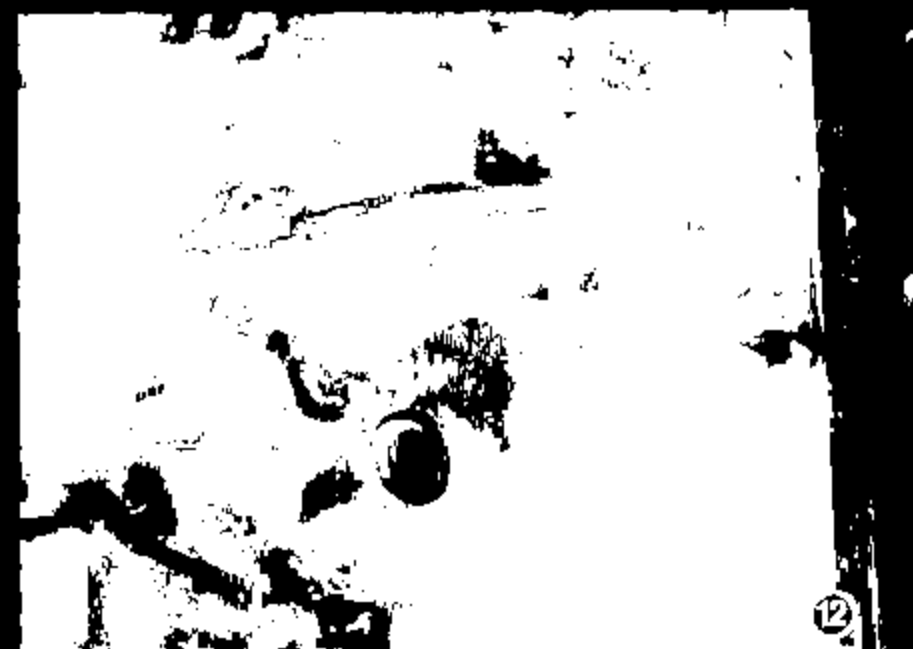


7



8

9. View of the inner left fender in the area of the engine compartment power distribution center and brake system components.
10. Close-up view of the engine compartment power distribution center and brake system.
11. View of wiring exhibiting electrical activity in the area of the electrical distribution panel.
12. Views of the anti-lock brake system components sustaining heavy damage on the interior side of the component.



13. Views of the anti-lock brake system components sustaining heavy damage on the interior side of the component.
14. Views of the anti-lock brake system components sustaining heavy damage on the interior side of the component.



BR05-085-LC-1245

RECEIVED SEP 16 2004



Allstate.

You're in good hands.

Certified Mail # 7001 2510 0006 0614 2580

September 7, 2004

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

498861 0

RE: Claim #: [REDACTED]
Our Insured: [REDACTED]
Loss Date: 4/11/04
Amt. of Claim: \$12755.65

Attention Shawn Norton:

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

Complete description of the incident: Vehicle caught on fire while parked in the garage due to a electrical malfunction in the area of the engine compartment electrical distribution center and anti-lock brake system component. Claim # [REDACTED] for the property damage has already been sent in to your office.

Our statement of defect: Strict Liability

Location of evidence: Copart, lot #3643184, Grand Prairie, TX 75051. 972-263-2711

Manufacturer: Ford

Model: F150XLT

Year: 1997

VIN: 1FTDX07W4VH [REDACTED]

661599M

The following information is attached:
Damage supporting paperwork

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

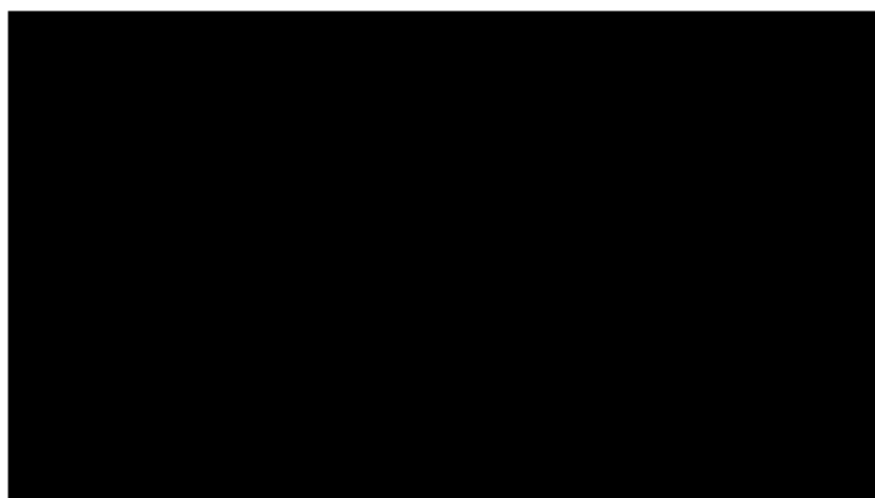
Sincerely,

David Laughlin, SCLA
Subrogation Senior Service Representative

WSD
12/18/06
ESP-NO

Roanoke National Subrogation Claims Center
3800 Electric Road, Suite 301, PO Box 21168, Roanoke, VA 24018
Phone: 1-800-778-2815 or (540) 989-2800 Fax: (540) 989-2840 or (540) 778-3803
Hours: 8:00 AM - 4:30 PM EST Monday - Friday

EA05-085-LC-1248



FILED

CAUSE NO. 0-629-05 I

VS.

FORD MOTOR COMPANY, TEXAS
INSTRUMENTS, INC., SPIKES MOTOR COMPANY,
INC. and APPEL FORD MERCURY, INC.

CONCURRENCE

IN THE DISTRICT COURT OF
HIDALGO COUNTY, TEXAS

398 JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff [REDACTED] complaining of Ford Motor Company ("Ford"), Texas Instruments, Inc. ("TI") Appel Ford Mercury Inc., and Spikes Motor Company, Inc. and would show unto the court as follows:

1. Parties & Venue:

Plaintiffs, [REDACTED] are from Hidalgo County, Texas.

Defendant, Ford Motor Company, is a Delaware Corporation with its principal place of business in Michigan and may be served with process, by certified mail, return receipt requested, by serving its registered agent, Ct Corp System, 360 N. St. Paul Street, Dallas, Texas 75201

Defendant, Texas Instruments, Inc., is doing business in Texas and may be served with process, by certified mail, return receipt requested, by serving its registered agent, Richard J. Agrich, 7839 Church Hill Way, MS 3889, Dallas, Texas 75251.

Defendant, Appel Ford Mercury, Inc., may be served with process, by certified mail, return receipt requested, by serving its registered agent, Jeffrey Appel, 1820 Highway 290 W., Brenham, Texas 77833.

Defendant, Spikes Motor Company, Inc., may be served with process, by certified mail, return receipt requested, by serving its registered agent, Carl F. Spikes, Jr., 805 E. Expressway 83, Mission, Texas 78572.

Venue is proper in Hidalgo County, Texas because all or part of the conduct complained of herein took

place in Hidalgo County, Texas, and because at least one Defendant conducts business there.

2. Discovery Control Plan

The Plaintiffs move the court to enter a discovery control plan pursuant to TRCP §190.4 which includes two sets of interrogatories of no more than 30 written interrogatories, excluding interrogatories asking a party only to identify or authenticate specific documents. Plaintiffs will submit a proposed discovery control plan after conversing with Defendants' counsel.

3. Facts and Background

Plaintiffs [REDACTED] purchased a 2001 F-150 Super Cab pick up truck (VIN 2FT2X17251 [REDACTED]) from Appel Ford Mercury, Inc. manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI.

On or about July 17, 2004 [REDACTED] was awoken by her oldest daughter when she saw a fire out of her F-150 in her residence at [REDACTED] Bellville, Texas [REDACTED]. The defective speed control deactivation switch either solely or in combination with the "KAPTON_®" and/or other defective electrical components, inadequate repairs, wiring and/or circuits on the vehicle, was the ignition source for the fire which originated in the vehicle and consumed Plaintiffs' vehicle and damaged Plaintiffs' residence. The [REDACTED] purchased a bumper-bumper warranty that was in effect at the time of the fire. The [REDACTED] took their truck to Spikes Ford in Mission, Texas for problem with the truck not shifting from park to drive. The service manager at Spikes Ford refused to recognize the warranty or work on the truck, the [REDACTED] then took their truck to Appel Ford in Brenham who then negligently repaired the truck. Shortly thereafter the truck caught fire and burned down the [REDACTED] house..

4. Negligence

The Defendants were negligent in one or more of the following particulars and such negligence was a proximate cause of Plaintiffs' damages:

As to Defendants, Ford, TI, Appel Ford Mercury, Inc. and Spikes Motor Company, Inc.:

- a. In failing to timely and properly notify Plaintiffs of the defective condition of their vehicle;
- b. In failing to remedy the defective condition;
- c. In failing to advise authorized Ford dealerships to remedy the defective condition;
- d. In failing to properly monitor and locate vehicle registrations to identify and locate customers, such as Plaintiffs, who own defective vehicles;
- e. In failing to advise Plaintiffs' not to park the automobile in a garage, carport or items capable of catching fire;
- f. In manufacturing and distributing Plaintiffs' vehicle without correcting defects;
- g. In failing to adequately investigate fires occurring in the subject vehicle line which included a similar cause and origin of the fires in question;
- h. In failing to institute a timely or effective vehicle recall campaign;
- i. By negligently designing the electrical circuit which controls the vehicles' cruise control;
- j. By designing an electrical circuit that supplies continuous electrical power to the speed control switch when the vehicle is parked, not running with the ignition key off, thereby providing an ignition source for the fire;
- k. By failing to provide adequate engineering design, specifications to TI concerning the number of cycles the speed control deactivation switch would encounter over the subject vehicles' foreseeable life. Additionally, Ford failed to consider or provide switch cycle data created by the vehicles' anti-lock brake, suspension leveling and traction control systems;
- l. By failing to provide adequate engineering design specifications to TI;
- m. By failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;

- n. By instituting an unreasonable date of production to achieve "Job One;"
- o. In failing to adequately manufacture, investigate, engineer and/or test the speed control switch prior to distribution to Ford for inclusion into the subject vehicles;
- p. In failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch;
- q. In failing to test the speed control switch prior to distribution based on foreseeable electrical, thermal, cyclical, and environmental conditions the switch would encounter during the expected life of the vehicle and/or speed control switch;
- r. In failing to consider previous failure and/or engineering problems associated with the use of "KAPTON_®" in similar hydraulic pressure switches where chemical attack, mechanical forces, and/or manufacturing processes were suspected but not considered during the design, manufacture and/or marketing of the speed control deactivation switch installed on Plaintiffs' vehicles;
- s. In failing to advise Ford and/or the Plaintiffs that "KAPTON_®" failures had occurred in other similarly designed pressure switches;
- t. In supplying and/or distributing defective components for installation in vehicles such as Plaintiffs without correcting such defects;
- u. By failing to design and manufacture the switch with electrical components which would not corrode and cause an electrical short and fire; and
- v. In failing to properly repair the truck in question when presented at authorized Ford dealerships;
- w. In such other respects as may be shown by the discovery or at trial.

5. Breach of Warranty between TI and Ford

TI breached its warranty to Ford to supply a speed control deactivation switch (SCDS) that complied with Ford engineering specifications. The switches supplied were not merchantable, not fit for the purpose intended, and did not comply with the sales agreement between Ford and TI. TI breached the implied warranty of merchantability (UCC § 2.314) since the SCDS in question leaked, corroded and caught on fire. TI breached the implied warranty of fitness for particular purpose (UCC § 2.315), since Ford relied on TI's skill and judgment to select or furnish suitable goods, which turned out to be inadequate and unsuitable for the engineering specification for the vehicle which resulted in the SCDS leaking, corroding and catching on fire.

Plaintiffs are third-party beneficiaries of the warranties made between TI and Ford. TI's breach of one or more of these warranties were a proximate cause of the Plaintiffs' damages (UCC 2.715) for which Plaintiffs sue TI. The discovery of TI's breach of these warranties occurred at the time of the fire in question.

6. Gross Negligence

The Plaintiffs' resulting damages, injuries and losses were caused by the gross negligence, fraud and malice of the Defendants. The conduct of Defendants Ford and TI constitutes gross negligence, fraud and malice as those terms are understood under Texas law and as defined by Section 41.001 Tex. Civ. Prac. and Rem. Code, in that it constituted a conscious indifference to the rights and welfare of persons affected by it. The Defendants' fraud and deceit will, in one way, be shown by Ford's and TI's spoliation of evidence that has been uncovered during the course of this lawsuit. As a result, Plaintiffs seek to recover exemplary damages from Defendants, Ford and TI as a result of their gross negligence, fraud, deceit and malice. Plaintiffs intend to show that the factors the jury may consider in determining the amount of exemplary damages which should be awarded include :

1. the nature of the wrong committed by Ford and TI;
2. the character of Ford's and TI's conduct;
3. the degree of culpability of Ford and TI;
4. the situation and sensibilities of the parties concerned; and
5. the extent to which Ford's and TI's conduct offends a public sense of justice and propriety.

The Plaintiffs believe that exemplary damages should not exceed Three Million Dollars (\$3,000,000.00).

7. Damages

Plaintiffs would show that their damages, injuries and/or losses are within the jurisdictional limits of this Court, and include property damages, loss of their vehicle(s), home, home contents, loss of use of vehicle and home, mental anguish, costs to repair or replace their property, and any other consequential damages foreseeably arising from the incident in question.

Plaintiffs would show that they are entitled to reasonable and necessary attorney fees and costs of prosecuting this matter.

Plaintiffs would show that they are entitled to pre-judgment and postjudgment interest at the maximum rate allowed by law.

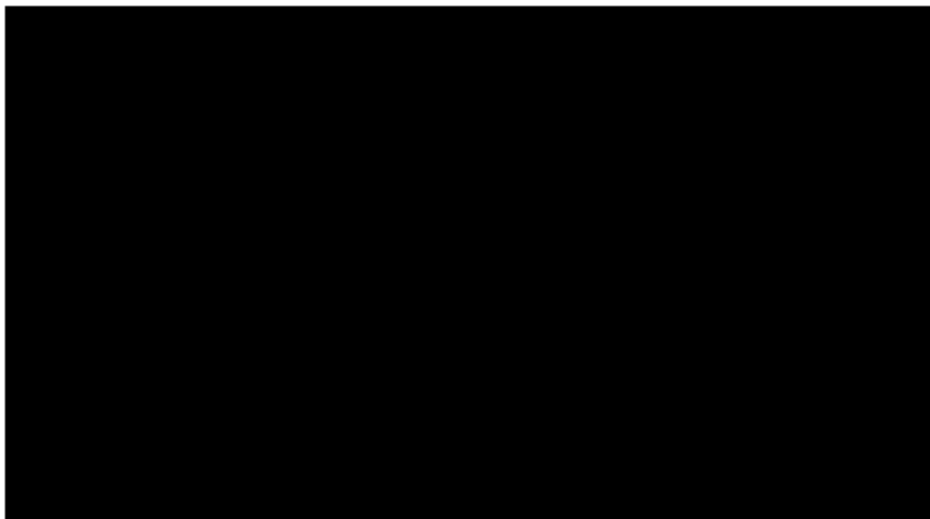
REQUEST FOR RELIEF

- (a) Plaintiffs request that Defendants be cited according to law to appear and answer;
- (b) Plaintiffs demand judgment against Defendants for all actual damages within the jurisdictional limits of the Court and for attorneys' fees, and all statutory additional [or exemplary] damages as set forth above, costs of court, and prejudgment and post judgment interest at the highest lawful rates;
- (c) Plaintiffs also ask for such other relief to which they may be entitled

Respectfully submitted:

By: Michael Jolly /ia

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Michael Jolly
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February 15, 2005

Deborah Bullon
Wayne Pickering

Via Fax: 281-340-7001

Kathleen Hordler

Via Fax: 248-203-0763

Eric Mayer
Jeff Seely

Via Fax: 713-654-6866

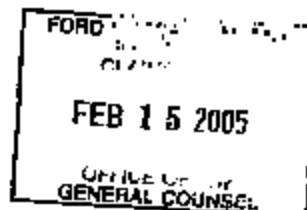
Andrew Schirmeister
Dana S. Speer

Via Fax: 713-228-3510

Spikes Motor Company, Inc.
c/o Carl F. Spikes, Jr.
805 E. Expressway 83
Mission, Texas 78572Apple Ford-Mercury, Inc.
c/o Jeffrey Appel
1820 Highway 280 W.
Brenham, Texas 77833

RECEIVED FEB 15 2005

RE: [REDACTED]

2001 F150
VIN#2FT2X1725 [REDACTED]
DOF: 7-14-2004

Dear Fellow Counsel:

I represent [REDACTED]. On or about July 14, 2004, [REDACTED] defendant, was recalled, F150 caught fire and burned many of their personal belongings. On or about May 2004, [REDACTED] visited Spikes Motor Company in Mission, Texas for servicing because their vehicle would not shift from park, they were turned away because the dealership claimed their extended warranty was not good at Spikes. On or about June 2004 they took the vehicle to Apple Ford-Mercury in Brenham, Texas for servicing the same problem. The dealership had no idea that a defective SCDS would cause the shifting problem and if left unpaired would result in causing a fire that would destroy a substantial amount of their property. Ford Motor Company failed to disseminate information to its dealers about problems with the SCDS and what symptoms dealers should recognize implicating a SCDS problem. The conduct of those identified herein constitute violations of DTPA, breach of warranty, breach of contract, breach of servicing agreements, and negligence.

Accordingly, this correspondence serves as notice pursuant to the Texas Deceptive Trade Practices Act-Consumer Protection Act ("DTPA") and Texas Civil Practice and Remedy Code §38.001 et seq. that within sixty (60) days of your receipt of this letter Max and Edna Bustos intend upon filing suit based on acts and/or practices of Ford Motor Company, Texas Instruments, Inc., Spikes Motor Company, Inc., and Apple Ford-Mercury, Inc. which were a producing cause and or proximate cause of the Plaintiffs' damages, injuries and losses pursuant to one or more of the following:

Section 17.46(b)(2), causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services.

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Section 17.46(b)(5), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have.

Section 17.46(b)(7), representing that goods or services are of a particular standard, quality or grade or that goods are of a particular style or model if they are of another.

Section 17.46(b)(9), advertising goods or services with intent not to sell them as advertised.

Section 17.46(b)(19), representing that a guarantee or warranty confers or involves rights or remedies which it does not have or involve.

Section 17.46(b)(23), the failure to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

Section 17.50(a)(2), breach of expressed or implied warranties, as follows:

1. Failing to perform services in a good and workmanlike manner.
2. Manufacturing, servicing, distributing, and designing a defective speed control switch, vehicle electrical system, and/or circuit that has been known to be a cause and origin of numerous vehicle/house fires across the country.
3. Failing to recognize and repair defects in the truck when presented for repairs at a Ford authorized dealer.

Section 17.50(a)(3), an unconscionable action or course of action, as follows:

1. Failing to perform service on the subject vehicle after receiving notice from Ford Motor Company.
2. Wiring the speed control switch with constant electrical current which has been known to be a cause and origin of numerous vehicle/house fires.
3. Performing inadequate or failing to perform adequate longevity tests on the speed control switch.
4. Performing vehicle hydraulic system leaks or leak tests that are known to produce, create or cause defects in the Kapton membrane of the speed control switch of the vehicle in question.

The particular acts and/or omissions of Spikes, Apple and Ford Motor Company which establish violations of the above and foregoing provisions of the DTPA, breach of warranty, breach of contract and negligence include but are not limited to the following:

- a. In failing to notify Plaintiffs of the defective condition of their car and/or the speed control disconnection switch when Defendants knew or should have known of such condition;
- b. In failing to remedy the defective condition;

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Page - 3 -

- c. in failing to contact Plaintiffs' and advise them that their vehicle had a defective speed control switch;
- d. in failing to monitor vehicle registration ratings to ascertain the identity and location of customers, such as Plaintiffs, who own defective vehicles;
- e. in failing to advise Plaintiffs not to park the automobile in a garage or carport, near people or near items capable of catching fire;
- f. in servicing Plaintiffs' vehicle without correcting defects;
- g. in failing to provide sufficient service information concerning known defects that existed in the subject vehicle, and in failing to properly service the vehicle;
- h. in such other respects as may be shown at trial.

The Plaintiffs also intend to seek an award representing three times their economic damages. Plaintiffs will allege that the Defendants' acts and/or practices were committed "knowingly" and/or "intentionally" as that term is defined by the Texas Deceptive Trade Practices Act-Consumer Protection Act. The Plaintiffs' economic damages are more specifically set forth below. Plaintiffs intend to allege that their reasonable and necessary attorney's fee are recoverable pursuant to the DTPA, TCPRA §38.001, and Anderson & Co. v. Perry Equipment Corporation, 845 S.W.2d 812 (Tex. 1997). Presently, the Plaintiffs' actual damages are as follows:

1.	Loss of vehicle	\$16,000.00
2.	Items lost in Vehicle	\$20,000.00
3.	Heat Damage to Surrounding Items	\$ 2,000.00
4.	Damages to Horses	\$ 5,000.00
5.	Mental Anguish	To be determined by the jury
6.	Rental Car	\$ 1,800.00
7.	Costs of court	
8.	Treble economic damages	
9.	Estimated attorney fees, based on historical defense practices of these defendants.	\$150,000.00
Total		\$194,800.00

Plaintiffs' position will be filed sixty days after your receipt hereof.

Sincerely,

Michael July

MJ/dm

2005-16084

CAUSE NO. _____

VS.

FORD MOTOR COMPANY, TEXAS
INSTRUMENTS, INC., E.I. and MAC HAIK
FORD, INC.

IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS

333 JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, _____ complaining of Ford Motor Company ("Ford"), Texas Instruments, Inc. ("TI") and Mac Haik Ford, Inc.. ("Mac Haik") and would show unto the court as follows:

1. Parties & Venue:

Plaintiffs _____ are from Harris County, Texas.

Defendant, Ford Motor Company, is a Delaware Corporation with its principal place of business in Michigan and may be served with process, by certified mail, return receipt requested, by serving its registered agent, Ct Corp System, 350 N. St. Paul Street, Dallas, Texas 75201

Defendant, Texas Instruments, Inc., is doing business in Texas and may be served with process, by certified mail, return receipt requested, by serving its registered agent, Richard J. Agrich, 7839 Church Hill Way, MS 3999, Dallas, Texas 75251.

Defendant, Mac Haik Ford, Inc., may be served with process, by certified mail, return receipt requested, by serving its registered agent, Joseph M. Haik (a/k/a Mac Haik), 11757 Katy Freeway, Suite 1500, Houston, Texas 77079.

Venue is proper in Harris County, Texas because the Plaintiffs reside in Harris County, all or part of the conduct complained of herein took place in Harris County, Texas, and because at least one Defendant conducts business there.

2. Discovery Control Plan

The Plaintiffs move the court to enter a discovery control plan pursuant to TRCP §190.4 which includes two sets of interrogatories of no more than 30 written interrogatories, excluding interrogatories asking a party only to identify or authenticate specific documents. Plaintiffs will submit a proposed discovery control plan after conversing with Defendants' counsel.

3. Facts and Background

Plaintiffs, [REDACTED], purchased a 2001 F-150 pick up truck (VIN 1FTRX17L41F [REDACTED]) from Mac Halk Ford manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI.

On or about November 8, 2003 [REDACTED] parked his F-150 in his garage at his Harris County residence at [REDACTED], Houston, Texas [REDACTED]. The defective speed control deactivation switch either solely or in combination with the "KAPTON," and/or other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire which originated in the vehicle and consumed Plaintiffs' vehicle and damaged Plaintiffs' residence.

4. Negligence

The Defendants were negligent in one or more of the following particulars and such negligence was a proximate cause of Plaintiffs' damages:

As to Defendants, Ford, TI, and Mac Halk:

- a. In failing to timely and properly notify Plaintiffs of the defective condition of their vehicle;
- b. In failing to remedy the defective condition;
- c. In failing to advise authorized Ford dealerships to remedy the defective condition;
- d. In failing to properly monitor and locate vehicle registrations to identify and locate customers, such as Plaintiffs, who own defective vehicles;
- e. In failing to advise Plaintiffs' not to park the automobile in a garage, carport or items capable of catching fire;
- f. In manufacturing and distributing Plaintiffs' vehicle without correcting defects;
- g. In failing to adequately investigate fires occurring in the subject vehicle line which included a similar cause and origin of the fires in question;
- h. In failing to institute a timely or effective vehicle recall campaign;
- i. By negligently designing the electrical circuit which controls the vehicles' cruise control;
- j. By designing an electrical circuit that supplies continuous electrical power to the speed control switch when the vehicle is parked, not running with the ignition key

- off, thereby providing an ignition source for the fire;
- k. By failing to provide adequate engineering design specifications to TI concerning the number of cycles the speed control deactivation switch would encounter over the subject vehicles' foreseeable life. Additionally, Ford failed to consider or provide switch cycle data created by the vehicles' anti-lock brake, suspension leveling and traction control systems;
 - i. By failing to provide adequate engineering design specifications to TI;
 - m. By failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;
 - n. By instituting an unreasonable date of production to achieve "Job One;"
 - o. In failing to adequately manufacture, investigate, engineer and/or test the speed control switch prior to distribution to Ford for inclusion into the subject vehicles;
 - p. In failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch;
 - q. In failing to test the speed control switch prior to distribution based on foreseeable electrical, thermal, cyclical, and environmental conditions the switch would encounter during the expected life of the vehicle and/or speed control switch;
 - r. In failing to consider previous failure and/or engineering problems associated with the use of "KAPTON_®" in similar hydraulic pressure switches where chemical attack, mechanical forces, and/or manufacturing processes were suspected but not considered during the design, manufacture and/or marketing of the speed control deactivation switch installed on Plaintiffs' vehicles;
 - s. In failing to advise Ford and/or the Plaintiffs that "KAPTON_®" failures had occurred in other similarly designed pressure switches;
 - t. In supplying and/or distributing defective components for installation in vehicles such as Plaintiffs without correcting such defects;
 - u. By failing to design and manufacture the switch with electrical components which would not corrode and cause an electrical short and fire; and

v. In such other respects as may be shown by the discovery or at trial.

5. Breach of Warranty between TI and Ford

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Plaintiffs are third-party beneficiaries of the warranties made between TI and Ford. TI's breach of one or more of these warranties were a proximate cause of the Plaintiffs' damages (UCC 2.715) for which Plaintiffs sue TI. The discovery of TI's breach of these warranties occurred at the time of the fire in question.

6. Gross Negligence

The Plaintiffs' resulting damages, injuries and losses were caused by the gross negligence, fraud and malice of the Defendants. The conduct of Defendants Ford and TI constitutes gross negligence, fraud and malice as those terms are understood under Texas law and as defined by Section 41.001 Tex. Civ. Prac. and Rem. Code, in that it constituted a conscious indifference to the rights and welfare of persons affected by it. The Defendants' fraud and deceit will, in one way, be shown by Ford's and TI's spoliation of evidence that has been uncovered during the course of this lawsuit. As a result, Plaintiffs seek to recover exemplary damages from Defendants, Ford and TI as a result of their gross negligence, fraud, deceit and malice. Plaintiffs intend to show that the factors the jury may consider in determining the amount of exemplary damages which should be awarded include:

1. the nature of the wrong committed by Ford and TI;
2. the character of Ford's and TI's conduct;
3. the degree of culpability of Ford and TI;
4. the situation and sensibilities of the parties concerned; and
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The Plaintiffs believe that exemplary damages should not exceed Three Million Dollars (\$3,000,000.00).

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Plaintiffs would show that they are entitled to reasonable and necessary attorney fees and costs of prosecuting this matter.

Plaintiffs would show that they are entitled to pre-judgment and postjudgment interest at the maximum rate allowed by law.

REQUEST FOR RELIEF

- (a) Plaintiffs request that Defendants be cited according to law to appear and answer;
- (b) Plaintiffs demand judgment against Defendants for all actual damages within the jurisdictional limits of the Court and for attorneys' fees, and all statutory additional (or exemplary) damages as set forth above, costs of court, and prejudgment and post judgment interest at the highest lawful rates;
- (c) Plaintiffs also ask for such other relief to which they may be entitled

Respectfully submitted:

By: 

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