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IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

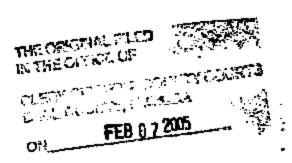
(65 2724 CA27

Plaintiff,

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FORD MOTOR COMPANY, TEXAS INSTRUMENTS INCORPORATED, E.L DU PONT DE NEMOURS AND COMPANY, FORD MOTOR CREDIT COMPANY, COACH ENTERPRISES, INC. and MAROONE FORD, L.L.C.,

Defendants.



## COMPLAINT

The Plaintiff, & REPAIRS, INC. (bereinafter referred to as partial partial), such the Defendants, FORD MOTOR COMPANY, a foreign corporation (bereinafter "FORD"), TEXAS INSTRUMENTS INCORPORATED, a foreign corporation (hereinafter referred to as "TI"), E.I. DU PONT DE NEMOURS AND COMPANY, a foreign corporation (hereinafter referred to as "DP") FORD MOTOR CREDIT COMPANY, a foreign corporation (hereinafter referred to as "CREDIT"), COACH ENTERPRISES, INC., a Florida corporation, (hereinafter referred to as "COACH") and MAROONE FORD, L.L.C. (hereinafter referred to as "MAROONE"), and alleges:

CORAL GABLES - 225 ALCAZAR AVENUE - CORAL GABLES, FLORIDA 33134 - TELEPHONE: (365) 441-5163 - FAX: (305) 443-5655
FT. LAUDERDALE, +306 BAST BROWARD BOULEVARD - SUITE (200 - ST. LAUDERDALE, FLORIDA -51392
NAPLES - LI00 5\* AVENUE SOUTH, S-405 - NAPLES, FLORIDA 34102

# JURISDICTIONAL STATEMENT AND IDENTIFICATION OF THE PARTIES

- This is an action for damages that exceeds fifteen thousand dollars (\$15,000,00),
   exclusive of attorneys' fees and costs, and is within the jurisdiction of this Court.
- The Plaintiff, is in the State of Florida and doing business in Miami-Dade County, Florida.
- FORD is a foreign corporation with its principal place of business in a state other than
   Florida, and licensed and authorized and doing business throughout the State of Florida.
- 4. TI is a foreign corporation with its principal place of business in a state other than Florida, and licensed and authorized and doing business throughout the State of Florida.
- DP is a foreign corporation with its principal place of business in a state other than
   Florida, and licensed and authorized to do business in the State of Florida.
- CREDIT is a foreign corporation with its principal place of business in a state other
   than Florida, and licensed and authorized and doing business throughout the State of Florida.
- COACH, a commercial wholesaler of automobiles, is a Florida corporation, organized and authorized to transact business in the State of Florida and doing business in Miami-Dade County, Florida.
- 8. MAROONE is a foreign corporation with its principal place of business in a state other than Florida, and licensed and authorized and doing business in the State of Florida with it's principal office in Miami-Dade County, Florida.

CORAL GABLES • 225 ALCAZAR AVENUE • CORAL GABLES, FLORDA 33134 • TELEPHONE; (385) 443-6861 • FAX; (395) 443-5635 FT, LAUDERDALE • 500 EAST BROWARD DOULEVARD • SUITE 1900 • FT, LAUDERDALE, FLORIDA 20302 MAPLES • 3:60 5° AVENUE SQUTIL S-403 • NAPLES, FLORIDA 34162

- FORD designed, manufactured, distributed and sold motor vehicles, including a 2001
   Ford Expedition, VIN 1FMRU15W811

  Ford Expedition, VIN 1FMRU15W811
- 10. TI designed, manufactured, distributed, marketed and sold the speed control deactivation switch, specifically the device installed in Ford vehicles and the subject vehicle.
- DP designed, manufactured, distributed, marketed and sold the components utilized by TI in the design and manufacture of the speed control deactivation switch, specifically the device installed in Ford vehicles and the subject vehicle.
- 12. Venue is proper in Miami-Dade County, Florida, as FORD built then sold the subject vehicle, which was auctioned by CREDIT, purchased by COACH, sold by COACH to MAROONE, and then brought to the business owned by coated in Miami-Dade County, Florida, where it burned down the building and business of

#### FACTS GIVING RISE TO CAUSE OF ACTION

- 13. Sometime prior to November 24, 2004, COACH, a commercial wholesaler of automobiles, purchased at an auction conducted by CREDIT, the subject vehicle, manufactured and designed by FORD and equipped with the defective speed control deactivation switch, manufactured and marketed by TI, which utilized defective components manufactured by DP known as "KAPTON®."
- COACH then sold the subject vehicle to MAROONE, an authorized Ford automotive dealer at its place of business located at 16800 N.W. 57\* Avenue, Miami, Florida.
  - MAROONE then brought the subject vehicle to the servicing.

CORAL GABLES - 225 ALCAZAR AVENUE - CORAL GABLES, FLORIDA 31134 - TELEPHONE; (305) 443-6163 - FAX: (305) 441-5655

PT. LAUDERDALE - 300 EAST BROWARD BOULEVARD - SUITE 1800 - FT. LAUDERDALE, FLORIDA 31302

NAPLES - 1140 5° AVENUE SOUTH, S-405 - NAPLES, PLORIDA 34302

- 16. On November 24, 2004, the subject vehicle was parked inside garage. 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 truck, was the ignition source for the fire which originated in the subject vehicle and consumed the subject truck, along with the building containing the subject business and all its equipment and personal property.
- 17. The defective speed control deactivation switch on the truck will ignite, on its own, when the truck is off and parked. The defective switch is installed in many different FORD models, including the subject vehicle.

# COUNT I STRICT LIABILITY AGAINST FORD

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

- 18. FORD designed, manufactured, assembled, distributed, marketed and sold the subject vehicle, knowing that it would be used without inspection for defects.
- 19. At all material times, the subject vehicle was in substantially the same condition as when it left the possession of FORD with respect to the defects alleged below.
- FORD, upon information and belief, provided the specifications for the defective
   speed control deactivation switch.
- 21. At all material times hereto, FORD owed a duty to design, manufacture, assemble, inspect and/or test the vehicle, including the defective speed control deactivation switch described above, so as to prevent the truck from igniting, on its own, when the truck is off and parked.

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NAPLES - 1108 5" AVENUE SOUTH, S-405 - WANLES, FLORIDA 34102

At all times material hereto, FORD had a duty to warn consumers or intended users

of defects, which defects rendered the subject vehicle unreasonably dangerous to use.

23. FORD placed the subject vehicle on the market in a defective condition, unsafe and

unreasonably dangerous for its intended use by foreseeable users, in one or more of the following

respects:

The vehicle was equipped with defective speed control deactivation switch.

b. By failing to use due care in testing or inspecting the defective speed

control deactivation switch for its durability and functionability for the

purpose for which it was intended and specifically relating to the hazardous

and dangerous condition relating to the spontaneously igniting into fire and

the consequences therefrom;

c. Said speed control deactivation switch, was defectively manufactured and

designed in that, although being used in the manner intended by Defendant,

said defective speed control deactivation switch did not perform as safely as

an ordinary consumer would expect;

d. By failing to make reasonable tests and/or inspections to discover the

defective, dangerous and hazardous condition relating to the speed control

deactivation switch and consequences therefrom before placing the subject

vehicle in the stream of commerce.

CORAL GABLES • 225 ÀLCAZAR AVENUS - CORAL GABLES, FLORIDA 13134 - TELEPHONE: (305) 441-6161 - FAX; (305) 443-5615
FT. LAUDERDALE • 500 EAST BROWARD BOLLEVARD • SUITE 1800 • FT. LAUDERDALE, FLORIDA 133817

MAPLES - 1 100 5" AVENUE SOUTH, S-401 - MAPLES, PLORIDA 34102

24. The accident alleged in paragraph 16 was proximately caused by these defects.

WHEREFORE, demands judgment for damages against FORD in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, prejudgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

## COUNT II STRICT LIABILITY AGAINST TI

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

- 25. TI designed, manufactured, assembled, distributed, marketed and sold the speed control deactivation switch, with its components, knowing that it would be used without inspection for defects.
- 26. At all material times, the subject vehicle with speed control deactivation switch, with its components, was in substantially the same condition as when it left the possession of FORD with respect to the defects alleged below.
- 27. At all material times hereto, TI owed a duty to design, manufacture, assemble, inspect and/or test the defective speed control deactivation switch described above, so as to prevent the vehicle from igniting, on its own, when the vehicle is off and parked.
- 28. At all times material hereto, TI had a duty to warn consumers or intended users of defects, which defects rendered the subject vehicle unreasonably dangerous to use.
  - TI placed the speed control deactivation switch, with its components, on the market

CORAL GABLES - 125 ALCAZAR AVENUE - CORAL GABLES, FLORIDA 131M - TELEPRONE: (305) 443-6165 - FAX: (105) 443-3635 FT. LAUDERDALE - 500 FAST BROWARD BOULEVARD - SUITE 1400 - FT. LAUDERDALE, FLORIDA 133912 NAPLES - 1100 5° AVENUE SOUTH, S-405 - NAPLES, FLORIDA 14102 in a defective condition, unsafe and unreasonably dangerous for its intended use by foresceable users, in one or more of the following respects:

- The speed control deactivation switch and its components was defective;
- b. By failing to use due care in testing or inspecting the defective speed control deactivation switch for its durability and functionability for the purpose for which it was intended and specifically relating to the hazardous and dangerous condition relating to the spontaneously igniting into fire and the consequences therefrom;
- c. Said speed control deactivation switch, was defectively manufactured and designed in that, although being used in the manner intended by Defendant, said defective speed control deactivation switch did not perform as safely as an ordinary consumer would expect;
- d. By failing to make reasonable tests and/or inspections to discover the defective, dangerous and hazardous condition relating to the speed control deactivation switch and consequences therefrom before placing the speed control deactivation switch in the stream of commerce.
- The accident alleged in paragraph 16 was proximately caused by these defects.

WHEREFORE, demands judgment for damages against TI, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, pre-judgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

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FT. LAUDERDALE - 300 EAST BROWARD HOULEVARD - SUITE 1800 - FT. LAUDERDALE, FLORIDA 31340

MAPLES - 1 100 5° AVENUE SOUTH, 5-403 - NAFLES, FLORIDA 34102

## COUNT III STRICT LIABILITY AGAINST DP

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein,

- 31. DP designed, manufactured, assembled, distributed, marketed and sold the components for the subject speed control deactivation switch, known as "KAPTONO," knowing that it would be used without inspection for defects.
- 32. At all material times, the subject vehicle with speed control descrivation switch, with its components, was in substantially the same condition as when it left the possession of FORD with respect to the defects alteged below.
- 33. At all material times hereto, DP owed a duty to design, manufacture, assemble, inspect and/or test the components used in the defective speed control deactivation switch described above, so as to prevent a vehicle from igniting, on its own, when the vehicle is off and parked.
- 34. At all times material hereto, DP had a duty to warn consumers or intended users of defects, which defects rendered the subject vehicle unreasonably dangerous to use.
- 35. DP placed the components, including the component known as a "KAPTON®," used in the speed control deactivation switch, on the market in a defective condition, unsafe and unreasonably dangerous for its intended use by foreseeable users, in one or more of the following respects:
  - a. The "KAPTON®," used in the speed control deactivation switch was defective:

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FT. LAUDERDALE • 580 EAST BROWARD BOULEVARD • SUITE 1800 • PT. LAUDERDALE, FLORIDA 33302

NAPLES • LIBO 5° AYENUS SOUTH, 3-405 • NAPLES, FLORIDA 34102

- b. By failing to use due care in testing or inspecting the components used in the defective speed control deactivation switch for its durability and functionability for the purpose for which it was intended and specifically relating to the hazardous and dangerous condition relating to the spontaneously igniting into fire and the consequences therefrom;
- c. Said components used in the speed control deactivation switch, was defectively manufactured and designed in that, although being used in the manner intended by Defendant, said components used in the defective speed control deactivation switch did not perform as safely as an ordinary consumer would expect;
- d. By failing to make reasonable tests and/or inspections to discover the defective, dangerous and hazardous condition relating to the components used in the speed control deactivation switch and consequences therefrom before placing in in the stream of commerce.
- 36. The accident alleged in paragraph 16 was proximately caused by these defects.

WHEREFORE, the second demands judgment for damages against DP, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, pre-judgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

## <u>COUNT IV</u> <u>NEGLIGENCE AGAINST FORD, TI & DP</u>

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

- 37. At all material times, FORD, TI and DP, had a duty to use reasonable care in the manner in which it designed, manufactured, assembled, distributed, marketed and sold the subject vehicle, and its components, including the speed control deactivation switch and the "KAPTON®."
- 38. At all material times, FORD, TI and DP had a duty to warn the consumers or intended users, including of defects, which it knew or should have known in the exercise of ordinary care, which defects rendered the subject vehicle unreasonably dangerous to use.
- 39. FORD, TI and DP breached that duty of care by negligently and carelessly designing, manufacturing, assembling, distributing, marketing and selling the subject vehicle with the defective components, including the speed control deactivation switch and the "KAPTON®" in the following ways:
  - In failing to timely and properly notify Plaintiffs of the defective condition of their vehicle;
  - In failing to remedy the defective condition;
  - In failing to advise authorized Ford dealerships to remedy the defective condition;
  - In failing to properly monitor and locate vehicle registrations to identify and locate customers, such as Plaintiffs, who own defective vehicles;

CURAL GABLES • 725 ALCAZAR AVÉNUE • CURAL GABLES, FLORIDA 33(34 • TELEPHONE: (305) 443-636) • PAX: (305) 443-3635

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- 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 and other vehicle lines which included a similar cause and origin of the fires in question;
- 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 and/or DP 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;
- 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;

- By instituting an unreasonable date of production to achieve "Job One;"
- 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, positional 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;
- in failing to advise Ford and/or DP and/or the Plaintiffs that "KAPTON<sub>a</sub>"
   failures had occurred in other similarly designed pressure switches;

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FT. LAUDERDALE • 500 6AST BROWARD BOULEVARD • SUITE 1800 • FT. LAUDERDALE, FLORIDA 33502
NAPLES • 1 800 5° AVENUE SOUTH, S-405 • NAPLES, FLORIDA 34102

- In supplying and/or distributing defective components for installation in
   vehicles such as Plaintiffs without correcting such defects;
- By failing to design and manufacture the switch with electrical components
   which would not corrode and cause an electrical short and fire; and
- In such other respects as may be shown by the discovery or at trial.
- 40. The incident alleged in paragraph 16 was proximately cased by the negligence of FORD. TI and DP.

WHEREFORE demands judgment for damages against FORD, TI and DP, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, prejudgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

## COUNT V STRICT LIABILITY AGAINST CREDIT

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

- 41. CREDIT sold the subject vehicle at auction to the general public knowing that it would be used without inspection for defects.
- 42. At all material times, the subject vehicle was in substantially the same condition as when it left the possession of CREDIT with respect to the defects alleged above.
- 43. CREDIT caused to be placed upon the market a vehicle, which was in a defective condition, unsafe, and unreasonably dangerous for its intended use by foreseeable users, including PATMAT.

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FT. LAUDERDALE • 500 EAST BROWARD BOULEVARD • SUITE 1800 • FT. LAUDERDALE, FLOREDA 33302

MAPLES • 1 100 5° AVENUE SOUTH, S-403 • NAPLES, FLORIDA 34102

44. The incident alleged in paragraph 16 was proximately caused by these defects.

WHEREFORE, demands judgment for damages against CREDIT, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, prejudgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

## COUNT VI STRICT LIABILITY AGAINST CREDIT

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

- 45. COACH, a commercial wholesale vehicle resaler, sold the subject vehicle to MAROONE, knowing that it would be used without inspection for defects.
- 46. At all material times, the subject vehicle was in substantially the same condition as when it left the possession of COACH with respect to the defects alleged above.
- 47. COACH caused to be placed upon the market a vehicle, which was in a defective condition, unsafe, and unreasonably dangerous for its intended use by foresecable users, including
  - 48. The incident alleged in paragraph 16 was proximately caused by these defects.

WHEREFORE demands judgment for damages against COACH, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, prejudgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

CORAL CAPLES - 225 ALCAZAR AVENUE - CORAL GABLES, FLORIDA 13134 - TELEPHONE: (305) 441-445 - FAX: (305) 441-5615

FT, LAUDERDALE - 300 EAST BROWARD BOULEVARD - SUITE (800 - FT. LAUDERDALB, FLORIDA 133902

NAPLES - 1100 5° AVENUE SOUTH, 5-405 - NAPLES, FLORIDA 14102

## <u>COUNT VII</u> STRICT LIABILITY AGAINST MAROONE

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

- 49. MAROONE is an authorized dealer of Ford automobiles, that sells vehicles the general public knowing that it would be used without inspection for defects.
- 50. At all material times, the subject vehicle was in substantially the same condition as when it was in the possession of MAROONE with respect to the defects alleged above.
- 51. MAROONE caused the subject vehicle to be placed upon the market a vehicle, which was in a defective condition, unsafe, and unreasonably dangerous for its intended use by foreseeable users, including
  - 52. The incident alleged in paragraph 16 was proximately caused by these defects.

WHEREFORE, the lemands judgment for damages against MAROONE, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, prejudgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

## COUNT VIII NEGLIGENCE AGAINST CREDIT, COACH AND MAROONE

Plaintiff realleges and reavers paragraphs 1 through 17 as though fully set forth herein.

53. At all material times, CREDIT, COACH and MAROONE, had a duty to use reasonable care in the manner in which it marketed, distributed and sold the subject vehicle, and its components, including the speed control deactivation switch and the "KAPTON®."

<u>COBAL GANLES • 725 ALCAZAR AVENUE • CORAL GABLES, PLORIDA 13134 • TELEPHONE. (MS) 441-6163 • FAX: (305) 443-6616</u>
<u>F3. LACIDEROALE</u> • 738 EAST SROWARD BOULEVARD • SUITE UND • FT. LACIDERDALE, PLORIDA 13302
NAPLES • 1100 5° AVENUE SOUTH, S-465 • NAPLES, FLORIDA 34102

- 54. At all material times, CREDIT, COACH and MAROONE had a duty to warn the consumers or intended users, including the consumers, which it knew or should have known in the exercise of ordinary care, which defects rendered the subject vehicle unreasonably dangerous to use.
- 55. CREDIT, COACH and MAROONE breached that duty of care by negligently and carelessly marketed, distributed and sold the subject vehicle with the defective components, including the speed control deactivation switch and the "KAPTON" in the following ways:
  - In failing to notify Plaintiff of the defective condition of the truck when
     Defendants knew or should have known of such condition;
  - b. In failing to timely remedy the defective condition;
  - In failing to remedy the defective condition when the truck was presented to
    an authorized Ford dealer for service;
  - In failing to timely or properly notify Plaintiff to present their vehicle for service at an authorized Ford dealer;
  - In failing to monitor the Defendants' customer list to identify, locate and notify customers, such as Plaintiff, as to the defective vehicles;
  - f. In failing to advise Plaintiff not to park the truck in a garage, carports, or other items capable of catching fire; and
  - In other respects as may be shown at trial.

56. The incident alleged in paragraph 16 was proximately cased by the negligence of CREDIT, COACH and MAROONE.

WHEREFORE, in an amount in excess of the jurisdictional limits of this Court together with all costs of the action, pre-judgment and post-judgment interest and such other additional relief as this Court may deem appropriate.

## COUNT IX DEMAND FOR JURY TRIAL

The Plaintiff, BODYSHOP & REPAIRS, INC., hereby demands trial by jury of all issues so triable as of right.

DATED this 7th day of February, 2005.

Respectfully submitted,

PATINO & ASSOCIATES, P.A. Counsel for Plaintiff 225 Alcazar Avenue Coral Gables, Florida 33134 Telephone: (305) 443-6163

By:

RALPH G. PATINO Fla. Bar No. 768881

Facsimile: (305) 443-5635

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2005-08066 Cause No. \_\_\_\_



PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, STATE FARM MUTUAL AUTO AS SUBROGEE OF

hereinafter referred to as "Plaintiff," and complains of FORD MOTOR COMPANY, a Delaware Corporation, hereinafter referred to as "Defendant," and for cause of action would respectfully show the Court as follows:

#### I. DISCOVERY

Discovery in this suit is intended to be conducted under <u>Level Two</u> of the Texas Rules of Civil Procedure unless otherwise ordered by the Court.

#### II. PARTIES AND VENUE

- Plaintiff, as the real party in interest, is an insurance company doing business in the State of Texas.
- Defendant, FORD MOTOR COMPANY, is a Delaware Corporation doing business in the State of Texas that may be duly served with citation by serving its registered agent, CT Corporation Systems, 350 N. St. Paul Street, Dallas, Dallas County, Texas 75201.
- The "Vehicle" referenced in this lawsuit refers to a 2001 Ford F-150 pickup, bearing Vehicle Identification Number 1FTRW08L21K

PLAINTIFF'S ORIGINAL PETITION - PAGE I statute farm autol 250.177 Vasquez\plead\original.pet

- 4. Harris County, Texas
- Venue of this suit is proper in Harris County, Texas, pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to the claims made herein occurred in Harris County.
- 6. The Court has jurisdiction over Defendant because Defendant is qualified to do business in the State of Texas, and, at the time this cause of action accrued, was conducting business in this state. The Court has jurisdiction over the controversy because the damages sued for are within the jurisdictional limits of this Court.

### III. NOT TO BE DISSEMINATED TO THE JURY

This is a subrogation matter. Plaintiff would show that State Farm Mutual Auto Insurance Company, an insurance company doing business in the State of Texas, has paid the named Plaintiffs for a portion of the damages which they incurred and which resulted from the events described herein. Therefore, State Farm is entitled to seek recovery for such damages against Defendant as a real party in interest. The named Plaintiffs have subrogated their rights to State Farm Mutual Auto Insurance Company to the extent of such benefits paid in this matter.

### IV. PRODUCTS LIABILITY

This lawsuit involves allegations of defects in the design and/or manufacturing of a 2001 Ford F-150 pickup (hereinafter referred to as "Vehicle").

At all times relevant to this claim and Plaintiff's cause of action, Defendant FORD was the manufacturer and assembler of the Vehicle.

### V. FACTS

On or about September 20, 2004 Vehicle caught fire and sustained considerable damage had parked the Vehicle in the parking lot at his place of employment. Approximately 30 minutes later he looked out the window and noticed smoke coming

PLAINTOFF'S ORIGINAL PETITION - PAGE 2 stistute fama autol. 250.177 Vasquez/plcat/original.pct

from his vehicle and fire dripping down beneath the engine compartment. Investigation revealed that the fire was caused by failure of the cruise control deactivation switch.

## VL CAUSES OF ACTION AGAINST DEFENDANT FORD

## Count One -- Strict Liability

Plaintiff incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

Defendant FORD is strictly liable to Plaintiff for designing, manufacturing, and placing into the stream of commerce a vehicle which was unreasonably dangerous for its foreseeable user at the time it left the control of Defendant FORD. The Vehicle contained a design and/or manufacturing defect which was the producing and/or proximate cause of the fire.

The Vehicle was defective and unsafe for its intended purpose at the time it left Defendant's control and was placed into the stream of commerce by Defendant FORD.

Based on the foregoing, Plaintiff invokes the Doctrine of Strict Liability.

### Count Two - Negligence

Plaintiff incorporates by reference the foregoing paragraphs the same as if fully set forth herein.

Defendant FORD was negligent in the design, manufacture and marketing of the product in question. Defendant FORD knew, or in the exercise of ordinary care, should have known, that the Vehicle was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner for which it was intended to be used. Defendant FORD was negligent in the particulars set forth in this and the preceding paragraphs and such negligence was a proximate cause of the fire.

Defendant FORD owed section and additional a

 Supplying the defective Subject Vehicle, which Ford knew or should have known subjected the Plaintiff's property to an unreasonable risk of harm;

PLAINTIFF'S ORIGINAL PETITION - PAGE 3 s:\state farm auto\.250,177 Vesquez\plead\original.pet

- Supplying the Subject Vehicle which was defective and unreasonably dangerous to persons and other property;
- Failing to warn of the defective condition, which it knew or should have known created an unreasonable risk of harm to the Plaintiff's property;
- Failing to adequately, properly, and safely inspect, test, and/or repair the Subject Vehicle and make the necessary corrections and adjustments, which inspections, tests, or repairs would have revealed the existence of the dangerous conditions;
- Failing to manufacture and/or assemble the Subject Vehicle properly and correctly;
- Failing to manufacture and/or assemble the Subject Vehicle in a good and workmanlike manner;
- Continuing to manufacture, assemble and/or sell such vehicles when it knew or should have known of the dangerous characteristics of said vehicle;
- Using improper parts, components and/or materials in the construction and manufacture of the Subject Vehicle;
- failing to adequately, properly and/or safely instruct and/or train its employees, agents and/or others as to the proper manufacture, assembly inspection and/or testing, with regard to the Subject Vehicle;
- Failing to provide, establish and/or follow proper and adequate procedures as to ensure the safety and integrity of the Subject Vehicle;
- Failing to manufacture, assemble, inspect and/or test the Subject Vehicle in conformity with the prevailing industry and/or governmental specifications and standards;
- Failing to adequately and properly supervise its employees and/or agents in the manufacture, assembly, inspection, testing, operation and/or maintenance of the Subject Vehicle;
- Otherwise failing to use reasonable care under the circumstances.

Based on the foregoing, Plaintiff alleges that the damages suffered were a direct result of the defective design and/or manufacture of the Vehicle which created an unreasonable danger to consumers, namel

PLAINTIPP'S ORIGINAL PETITION - PAGE 4
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### Count Three - Breach of Express and Implied Warranties

Plaintiff incorporates by reference the foregoing paragraphs the same as if fully set forth berein.

Defendent FORD, by and through the sale of the Vehicle, held out to the general public and to specifically, that its vehicle would conform with the qualities of same or similar vehicles and was fit for the purposes for which it was intended.

made use of the Vehicle as alleged herein, and relied on FORD's express and implied warranties. Contrary to these warranties, the Vehicle was not fit for its intended use rendering it unreasonably dangerous.

Defendant FORD's breach of warranties rendered the Vehicle unreasonably dangerous and was a proximate and producing cause of the fire and the resulting property damage suffered by and

#### VII. DAMAGES

As a result of Defendant's negligence and its breach of express and implied warranties and sustained damage to their vehicle in at least the amount of \$25,801.43. After allowing for all just and lawful offsets, payments, and credits, of which there have been none, Defendant continues to be indebted to Plaintiff in the amount of at least \$25,801.43.

Plaintiff hereby asserts its claim for reimbursement of damages sustained, against Defendant.

#### VIII. REQUEST FOR DISCLOSURE

Under the authority of Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant disclose, within fifty (50) days of the service of this petition and request, the information or material described in Rule 194.2.

#### PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, STATE FARM MUTUAL
AUTO ASSUBROGEE OF GEORGE and requests that Defendant FORD

PLAINTIFF'S ORIGINAL PETITION - PAGE 5
s/stata farm auto\250.177 Vasquoziplead\original.pet

MOTOR COMPANY be cited to appear and answer herein, and that on final hearing, Plaintiff recover:

- a. A judgment against Defendant for actual damages in the amounts stated herein;
- b. A judgment against Defendant for pre- and post-judgment interest as allowed by law;
- c. A judgment against Defendant for court costs incurred by Plaintiff, and
- d. A judgment for such other and further relief, both general and specific, at law and in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

CARPENTER LAW FIRM, P.C.

Bv:

N. 5506 Carpenter State Bar No. 00790428

Lakeside Commons

5045 Lorimar, Suite 280

Piano, Texas 75093

(972) 403-1133

Fax (972) 403-0311

ATTORNEYS FOR PLAINTIFF STATE FARM MUTUAL AUTO AS SUBROGEE OF

GEORGE and BILLIE VASQUEZ

PLAINTIFF'S ORIGINAL PETITION - PAGE 6 states farm autol250.177 Vasquezipicadioriginal pet



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Certified Mall # 7001, 2510 0005 8798 8535

July 21, 2004

Ford Motor Company. Parklane Towers West, Suite 300 3 Parklane Boulevard Deerborn, MI 48126-2568

Æ:

Claim #: Common #: Common

And: of Claim: \$2259.15

To Whom It May Concern:

49 5014

RECEIVED JUL 2 6 2004

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 the. Peese remit payment to Affatah Payment Processing Center, Altn: Subro Cash, PO Box 227257, Dallas, TX 75222-7257. Please include our dairn number.

Complete description of the incident: 1996 Expedition owned by the control and insured by State Farm, claim (Expedition owned by State Farm, claim (Expedition owned of the firewall and caused damage to our insured's vehicle period next to it: There has been a pattern of fires in this Ford model and others involving the secondary cruise control cancellation switch failing and causing fires.

Our statement of defect: Shict Liability Location of anidoscu: With State Farm Insurance Manufecturer of our Insured's car: Dodge

Model: Intrepid Year: 2002

VTM: 2B3HD46R72H

The following information is attached:

-Damage supporting paperwork

-Fire report

-Copy of State Parm C&O report

-Photos of our insured's vehicle

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

Sincerely

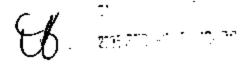
David Laughlin, SCLA

Subrogation Senior Service Representative

anth.

A 22 SQUE SOUTH ON THE SAME TH

Rosnoke National Subrogation Claims Center 3800 Sectic Road, 8x8s 201, PO Box 21168, Rosnolo, VA 24018 Phone: 1-800-778-2818 or (\$40) 989-2800 Fax: (\$40) 989-2840 or (\$40) 778-3803 Hours: 8000 AM = 4:00 PM EST Monday - Friday



DAVID T. BONFÍGLIO, P.C. 4422 N. Civic Center Plaza, Stc. 101 Scottsdale, AZ 85251 David T. Bonfiglio - 014964 (480) 970-0974

Attorney for Plaintiff

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#### IN THE WEST TEMPE JUSTICE COURT

## IN AND FOR THE COUNTY OF MARICOPA

Plaintiff.

COMPLAINT (Tort Motor Vehicle)

CV No. <u>CVOS-OO462 RA</u>

FORD MOTOR COMPANY, a Michigan corporation; SANDRA LYNN KIRKLAND and JOHN DOE KIRKLAND, husband and wife, Black & White partnerships 1-10, XYZ corporations 1-10 and L-N limited liability companies 1-10; John and Jane Does 1-10.

Defendants.

Plaintiff alleges:

- Plaintiff is an Illinois corporation authorized to do business in Maricopa County, Arizona.
   Upon information and belief, Defendant, Ford Motor Company is a Michigan corporation authorized to do business in Arizona ("Ford") and Defendant, Sandra Lynn is a resident of Maricopa county, Arizona. The events hereinafter set forth occurred in Tempe, Arizona in this Justice Court's jurisdictional boundries.
- 2. Defendants, John Doe Kirkland, Black & White partnerships 1-10, XYZ corporations 1-10, L-N limited liability companies 1-10 and John and Jane Does 1-10 are fictitious persons or entities who may have an interest herein. At such time as the true name of said defendants becomes known to plaintiff, plaintiff shall request leave of court to amend its pleading to reflect same.
- 3. On or about April 29, 2003, in a parking lot located at Priest and Salt River Drives in Tempe Arizona, insured, insured, parked her car next to a car manufactured by Ford, an Expedition, owned by Defendant, Sandra Kirkland, thereafter, Kirkland car started on fire causing damage to Simpao's vehicle.
  - Pursuant to Affstate's insurance contract with plaintiff paid to and/or on Simpao's

behalf the sum of \$1,759.15 for property damages under her insurance motorist coverage.

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- 17. The Defendants know or should have known that the Expedition it designed, manufactured, treated, produced, tested, inspected, marketed, stored and/or sold, would fail to perform as intended.
- 18. Due to their superior knowledge of the Vehicle's defects defendants had and have a duty to disclose to the public the Vehicle's defective nature.
- The defendants failed to exercise reasonable care with respect to the design, development, manufacture, production, testing, inspection, marketing, storage and/or sale of Expectition by, among other things, failing to design and/or manufacture the Expedition in a manner to ensure that under normal usage, conditions and applications, it would not fail; failing to test or adequately test; failing to warn or to warn adequately or sufficiently, either directly or indirectly, the foreseeable parties that would come in contact with the Expedition's defects; failing to represent accurately to the plaintiff, whether directly or indirectly, that the Expedition would pose a safety risk; and, failing to remove or recommend the Expedition's removal from the market.
- 20. The Defendants' negligence as set forth above directly and proximately caused the harm suffered and/or being suffered by Plaintiffs.
- 21. As a result of the Expedition's fire, plaintiff suffered damages for which recovery is sought herein.

WHEREFORE, Plaintiff prays for judgment against defendants and each of them, jointly and severally in the following manner:

- a. For \$2,259.15 in compensatory and general damages in amount to be proven at trial, punitive and/or exemplary damages in amounts to be determined by a jury, interest, and all costs and expenses incurred herein and for such other and further relief as this court deems just and proper in the premises.
- for interest on all past due amounts from the date first due to the date of judgment herein, at the rate of 10% per annum;
  - c. for Plaintiff's attorney fees and court costs incurred;
- d. for interest on the total judgment at the rate of 10% per annum, from the date of judgment until paid; and,
  - for such other and further relief as this Court deems just and proper.

DATED this \_\_\_\_ day of February, 2005.

DAVID T. BONFIGLIO, R.C.

David T. Bonfiglio 4422 N. Civic Center Plaza, Stc. 101 Scottsdale, AZ 85251 Attorney for Plaintiff

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Jul. 26 2003 07:45PM P2



REPORT ID: MISTINGED MEPORT DAYE: 07/26/2003 INCIDENT NUMBER: 03090582 REPORTED ADDRESS: 1521 N PROJECT OR, TEMPE, A2

The Fire Department entered a call for service at 11:32:25 on 04/29/2003. A dispatch was initiated at 11:32:38. The location recorded for the incident was 1521 W PROJECT DR, TEMPS, AZ. The nature of the incident was described as car fire. The Fire Department was enroute to the incident by 11:33:28. The recommended response was code 3. An on scane time of 11:39:12 was reco gded. All Fire Department units were clear of the incident by 12:11:42.

UNIT	SHIFT	DISPATCH	onscene	TO HOSE	AT HOSP	HOSP		
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~								
213	H.	11:32:38	11:30:17					

Por further information contact: Tempe Fire Department 1000 E University PO Box 5002, Temps AE 85280 (602) 350-8251 Monday thru Friday 8am - 5pm

FIF.INHS?

## RMS LIVE System Phoenix Fire Department INCIDENT HISTORY REPORT

Page 1 05/14/2004

Incident #: 03-90582

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į	DISPATCHED INCIDENT			-
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:	MAP T2NE Census		11 Nist 854	
:	Lat: +33.446206 Lon: -1		Phone	
:	Src - SSC - E	DescSRi		7
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•	Channel A8 Travel Code	3 Sub Zone 60202 Cand	rel Flag N	
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			227777	
	UNIT PERSONNEL	•		
	Unit B13			
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	HK1115 HOVER, KIRK E		CPT*56	
	PN0761 PETRUCCI, NICHOL	AS M	ENG	
	RR3084 KIRK, RUSSELL A		FF*56	
Ì	OS1279 OHAB, STEPHEN J		FF	
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	INCIDENT HISTORY			
	Time Type Oper ID 11:32:25 ENTRY CB0086	Misc		
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		E13		
	12:11:42 CLOSB NN2712			

#### **ASSIGNMENT**

This assignment was received on June 6, 2003 from Dave Disson of State Farm Insurance Company. It was instructed to conduct an origin and cause investigation as a result of extensive fire damage that occurred to the insured's 1998 Ford Expedition.

#### SUMMARY

Cause of this loss is a fire of accidental origin as a result of electrical malfunction that occurred in and around the area forward of the firewall next to the master cylinder.

#### **ENCLOSURES**

12 color photographs with descriptions

## FIRE SCENE EXAMINATION

Fire scene examination was conducted on July 9, 2003. Vehicle had been removed from the insured's employee's parking lot at Salt River Project and placed at the IAA facility. The stock number is 151-02036080. Location is ZF-31.

Examination of the vehicle indicates that the heaviest fire involvement did occur in the engine compartment with smoke and heat damage developing past the firewall leading into the interior passenger compartment. Least damaged area was the rear quarter panel. Vehicle was equipped with Arizona license plates. Examination of the vehicle indicates that the hood had either been consumed or was missing as well as the front grill.

Layer by layer sifting of the area indicates that the heaviest fire awolvement did occur in and around the master brake cylinder forward of the firewall. Examination of the electrical wring found it to have exidized and indicated to be very brittle to the touch. Find not observe and direct evidence of electrical arcs or shorts along this wiring loom. I way able to identify the manufacturer sticker on the vehicle which indicates that the vehicle was manufactured in Atarch of 1998. Vehicle identification number is IFMPU18L6WI. No destructive testing or removal of evidence was conducted at this time.

I have further been able to review the crash report indicating a recall pertaining to a defective switch that is located near the firewall next to the master brake cylinder. As a result of burn patterns observed on the insured' vehicle as well as the recent recall information received. I

Page 2

cannot eliminate the probability that this switch failure had occurred. As a result, I would recommend that you forward this file to your subrogation department to allow Ford Motor Company to conduct their own independent inspection of this subject vehicle.

I would further recommend that a forensic engineer assist me in tracing the remaining electrical wires in an attempt to locate the recalled switch assembly. Recall mamber was identified as 99V124. Defect is identified as a brake presser switch icruise control deactivation switch)

If you have any further questions or comments pertaining to this investigation, please call medirect at 602-866-9775.

Patrick A. Andier Certified Fire Investigator

Photo 9. Interior passenger compartment

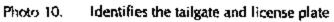
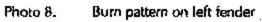






Photo 7. Identifies the area of origin





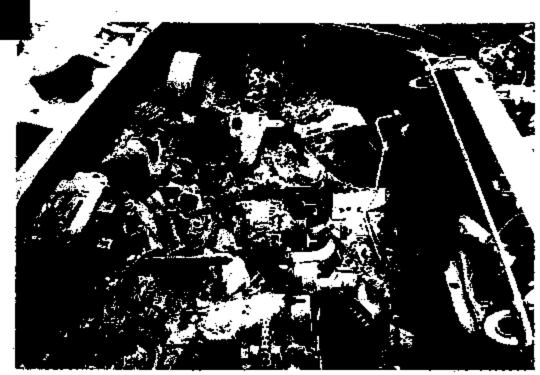


Photo 5. Damage occurring to the engine compartment







Photo 3. Front of the vehicle

# Photo 4, Right side of vehicle



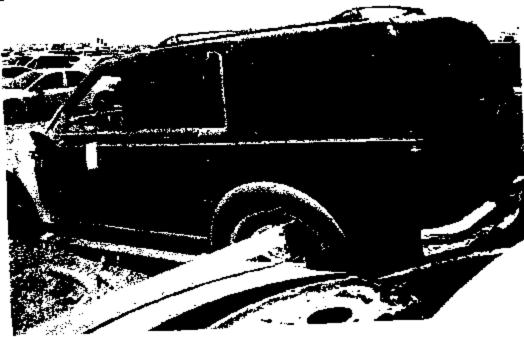


Photo 1. Left side of vehicle

Photo 2. Overall view of the front hood and grill area

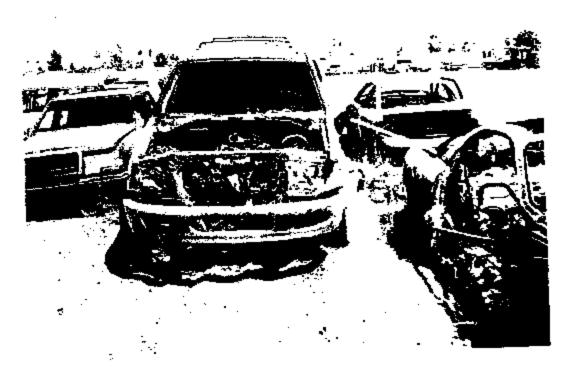
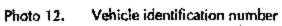


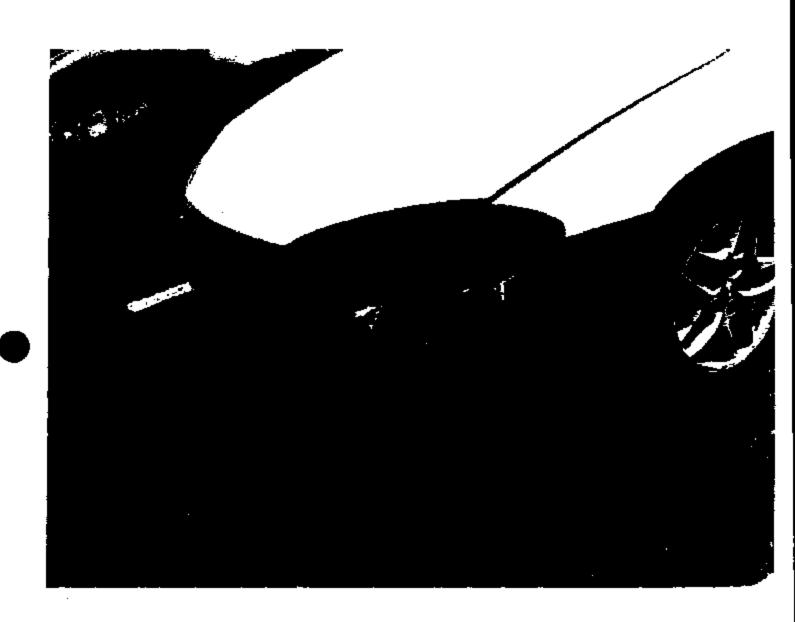


Photo 11. Identifies the area of origin



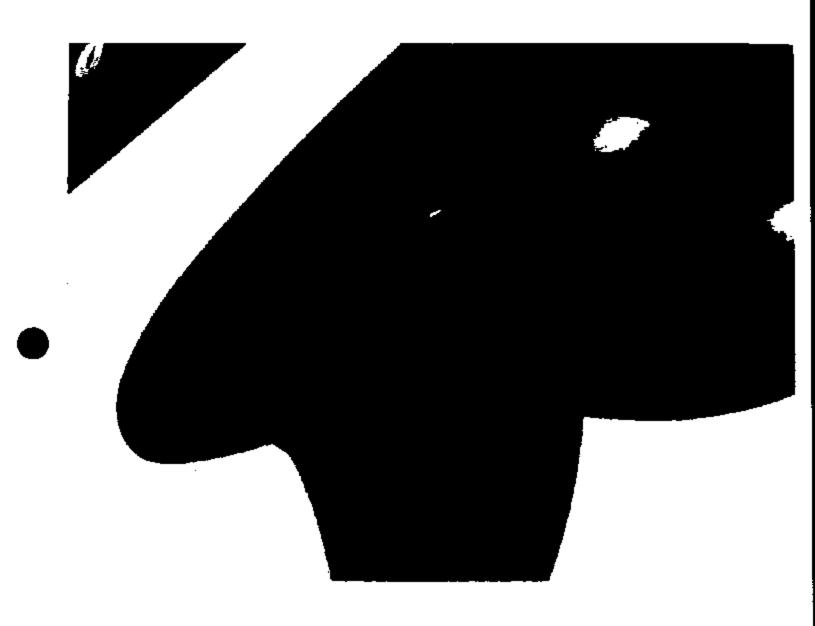






















MARKET CLAIM OFFICE P.O. BOX 43460 PRIDENIX AZ 85036-3660

PHONE NUMBER: 623-588-7400 OFFICE HOURS: MONDAY-PRIDAY £40-5:34



March 24, 2004

FORD BOX 6248 MD-3NE-B DEARBORN MI 48126 FORD MOTUR COMPANY
RECEIVED
CALE TO TRIT

MAR 5 0 2004

OFFICE OF THE GENET SECTIONS OF THE

WASUMER AFFAIRS SECTION

4 MAR 30 P12:21

Allstate Property and Casualty Insurance Company

Claim Number:

Our Insured:

April 29, 2003

Date of Loss: Location:

PRIEST ROAD ADM SALT RIVER DRIVE..., TEMPE

Amount of Loss: \$2259.15

We understand that your vehicle was recently involved in an accident which resulted in demage to our policyholder's vehicle. According to the provisions of our insured's policy, we will pay for that demage.

It is, of course, our procedure to investigate the details surrounding the accident. If it is revealed that you are liable for the damage, it is your responsibility to make sure that we are reimbursed.

If you have liability coverage, your insurance company will handle the details. Just complete the enclosed questionnaire and return it in the envelope provided. That way, we can communicate directly with your insurance company to arrange settlement.

If you are responsible for the accident and did not have liability insurance at the time of the accident, it is your personal and legal obligation to reimburse us. The payment amount is listed above, under the heading "Amount of Loss."

Should you have any questions, please call me at 623-580-7427. I will be happy to assist you. Thank you for your cooperation.

BILL C. WALDEN

Allstate Property and Casualty Insurance Company

CAN/1/01/0 1 Enclosure 4/29/03/50.

# IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN



JUDGE : Friedman, Bernard A.
DECK : S. Division Civil Deck
DATE : 03/01/2005 @ 16:06:36
CASE NUMBER : 2:05CV70781
CMP MARCUS EROW, ET AL VS. FORD

MTR CO (SI) JEC

Plaintiffs.

MAGISTRATE JUDGER, STEVEN WHALEN

FORD MOTOR COMPANY,

Defendant.

PU: 14 P- 44

BARRY J. GOODMAN (P29906) STANLEY J. FELDMAN (P52123) Goodman Acker, P.C. Attorneys for Plaintiffs 17000 W. Ten Mile Road, Second Floor Southfield, MI 48075 (248) 483-5000 CORY S. FEIN
CYNTHIA B. CHAPMAN
JOHN B. SCOFIELD
Caddell & Chapman
Co-Counsel for Plaintiffs
1331 Lamar, Suite 1070
Houston, TX 77010
(713) 751-0400

#### COMPLAINT AND JURY DEMAND

NOW COMES ("Plaintiff"), on behalf of himself and all others similarly situated, respectfully files this Original Class Action Complaint against Ford Motor Company ("Ford") and allege on information and belief as follows:

# I. JURISDICTION AND PARTIES

#### A. Plaintiff

is, and was at all relevant times, a resident of Harris County, Texas.

On October 17, 2001, he purchased one of the Ford Vehicles, a Model Year 2000 Ford

Expedition, VIN 1FMRU17L9Y1 from Russell & Smith Ford in Harris County, Houston, Texas.

#### B. Defendant

- Defendant Ford Motor Company (hereinafter "Ford") is a corporate entity authorized to conduct business in the State of Michigan and engaged in the business of manufacturing, assembling, distributing and selling motor vehicles.
- Ford Motor Company is incorporated in Delaware. Its principal place of business
  is One American Road, Dearborn, MI 48126. It can be served through its registered agent for
  service, Peter J. Sherry, One American Road, Dearborn, MI 48126.

# C. Jurisdiction

4. There is a basis for federal diversity jurisdiction under 28 U.S.C. 1332 because there is complete diversity of citizenship and the amount in controversy exceeds the jurisdictional limit of \$75,000.00.

#### II. FACTUAL BACKGROUND

- 5. Ford is, and has been at all relevant times, engaged in the business of seiling automobiles and trucks, including the 2000 Model Year F-150 Pickups, Expeditions and Lincoln Navigators, and 2001 Model Year F-series Super Crew Trucks (the "Ford Vehicles"), which are the subject of this Class Action.
- 6. Ford designed, manufactured, marketed, distributed, warranted, and represented the safety of the Ford Vehicles sold to Plaintiff Marcus Ebow, and to other members of the Class (defined below).
- The Ford Vehicles were designed and manufactured defectively by Ford.
   Specifically, the design of the Ford Vehicles was defective in the design and manufacture of the

speed-control switch involved in the operation of the cruise control (the "Speed Switch").

Because the Speed Switch is designed to always carry electricity, it is prone to overheat even when the car is turned off. Because the Ford Vehicles are designed with the Speed Switch in close proximity to the plastic brake fluid receptacle, this overheating is particularly dangerous because the overheating Speed Switch melts the plastic brake fluid receptacle, and comes into contact with the brake fluid, which is flammable, spreading the burning brake fluid throughout the engine compartment causing a quickly-spreading fire. Because this fire can happen when the car is off, the Ford Vehicles are likely to begin burning in a garage, thus potentially causing a fire not only in the Ford Vehicles, but in the garage and the house where the Ford Vehicles are parked, potentially leading to catastrophic results.

- 8. Starting long before the manufacture of the Ford Vehicles, Ford knew that there were problems with the design of the Speed Switch used in the Ford Vehicles. In 1999, Ford recalled over 250,000 1992 and 1993 Ford Crown Victorias, Lincoln Town Cars and Mercury Grand Marquises because of the same or similar problem.
- Although Ford knew that there was a problem with the Speed Switch design from
  its 1999 recall, it used the same or similar design in the Ford Vehicles which are subject of this
  lawsuit.
- 10. Despite being aware of the foregoing defects in and problems with the Ford Vehicles, Ford represented to Plaintiff and the Class Members (defined below) that the Ford Vehicles were safe on a continuing basis through various forms of advertising. Ford made and continued to make these representations even though it knew that the Ford Vehicles could burst into flames at any time because of the design of the Speed Switch.

- II. Ford engaged in a pattern of representations regarding the Ford Vehicles which were intended to, and did in fact cause consumers to believe that the Ford Vehicles were safe vehicles, both inside and out. To the contrary, Ford Vehicles were not safe. Accordingly, Ford's statements in its advertisements constituted misrepresentations.
- 12. Ford also concealed the defects in and problems with the Ford Vehicles from Plaintiff and the Class Members (defined below) which could not reasonably be known by Plaintiff and the Class Members (defined below).
- 13. The defects in and problems with the Ford Vehicles were material facts the concealment of which would tend to mislead or deceive consumers.
- 14. Ford's misrepresentations and concealment of material facts caused Plaintiff and the Class Members (defined below) to suffer damages including, but not limited to, unfulfilled expectations, lost benefit of the bargain, loss of use of their cruise control function, diminished value, and/or cost of repair.
- 15. Ford has admitted to the fire hazard in the Ford Vehicles and agreed to disconnect the electrical connector from the speed control which will eliminate the fire hazard, but also disable the cruise control. Plaintiff and the Class Members will be without the use of cruise control in their vehicles until Ford is able to replace the defective speed-control switches with properly designed switches which do not present a fire hazard. Ford admits that these replacement switches will not be present until late March or early April 2005, at the earliest.
- 16. Plaintiff seeks for himself, and all Class Members (defined below), actual damages which were a proximate and producing result of Ford's acts and omissions alleged berein. They further seek punitive damages, statutory multiples of damages, all interest allowed by law, reasonable and necessary attorneys' fees, and court costs.

GOODMAN ACKER

#### III. STATE COURT JURISDICTION

# (THERE IS NO BASIS FOR FEDERAL COURT JURISDICTION)

# A. Subject Matter Jurisdiction

This Court has subject matter jurisdiction over the claims asserted by Plaintiff and
 each Class Member.

#### B. Personal Jurisdiction

18. The Court has personal jurisdiction over Ford. Ford has substantial, general contacts with the State of Michigan. Ford's contacts with this state warrant personal jurisdiction as to all claims against Ford whether or not they arise from its state contacts.

#### IV. VENUE

19. Pursuant to 28 U.S.C. 1391, venue is proper in this Court because there is only one Defendant and it does business in this District. Defendant is deemed to reside in this District because it is subject to personal jurisdiction here.

#### V. CLASS ACTION ALLEGATIONS

#### A. Plaintiff Class

20. The Class. Pursuant to Fed R. Civ. P. 23, Plaintiff brings this action for himself and on behalf of the Class of all entities and natural persons domiciled or residing in any of the fifty states of the United States of America or in the District of Columbia, who purchased a 2000 Model Year Ford F-150 Pickup, Expedition, Lincoln Navigator, or 2001 Model Year Ford F-series Super Crew Trucks (a "Ford Vehicle"), and who, according to motor vehicle registration records maintained by their respective states or districts of residence or domicile, can be identified as the current owner of at least one Ford Vehicle, but excluding (1) those whose Ford

Vehicle ahs actually caught fire as a result of the Speed Switch, and (2) all employees and affiliates of Ford (the "Class Members").

- Plaintiff's claims are typical of the other Class Members' claims.
- 22. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff is a member of the Class he seeks to represent. His interests coincide with, and are not antagonistic to, the other Class Members' interests.
- 23. Plaintiff and the Class have retained counsel experienced and competent in complex, commercial, multi-party, mass tort, personal injury, products liability, consumer, and class action litigation.
- 24. The Class Members are so numerous that joinder of all is impractical. Defendant, in its recall of the Ford Vehicles, has estimated that there are 792,000 Ford Vehicles with this defect. Accordingly, Plaintiff estimates that the Class consists of several hundred thousand persons.
- 25. A class action is superior to other methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation may make it difficult, if not impossible, for all members of the class to address the wrongs done to them individually. There will be no unusual difficulty in the management of this action as a class action.
- 26. The claims of Plaintiff and the Class Members involve common questions of fact and law, including, but not limited to:
  - a. Whether the Ford Vehicles were defectively designed, manufactured,
     and/or marketed:
  - b. Whether the defects in the Ford Vehicles constituted breaches of the implied warranty of merchantability by Ford;

- Section 445.903(c): Representing that goods have characteristics that they do not have;
- Section 445.903(e): Representing that goods are of a particular quality, standard or grade if they are of another;
- iii. Section 445.903(s): Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, when the fact could not reasonably be known by the consumer;
- Section 445.903(z): Charging the consumer a price grossly in excess of a price at which similar property is sold; and
- Section 445.903(cc): Failing to reveal facts which are material to the transaction in light of factual representations made in a positive transact.
- e. Whether Plaintiff and the Class Members are entitled to recover compensatory, exemplary damages, and statutory damage multiples; and
- f. Whether Plaintiff and the Class Members are entitled to reasonable and necessary attorney's fees, pre-judgment interest, post-judgment interest and costs of suit.
- 27. Questions of law and fact common to the Class Members predominate over questions affecting only individual Members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy.

# VI. DEFENDANT'S LIABILITY FOR ITS EMPLOYEES' ACTS AND OMISSIONS

28. Whenever this Petition alleges that Ford committed any act or omission, it means that (a) Ford's officers, agents, servants, employees or representatives committed such act or

omission in the normal and routine course and scope of their employment; (b) the act or omission was committed with Ford's full authorization or ratification; or (c) Ford's vice principals committed the act or omission.

29. Ford had the right to control each of its employee's conduct and the details of their work.

#### VIL CAUSES OF ACTION

# A. Breach of Warrauties

- 30. Ford's acts and omissions described above breached its implied and express warranties under applicable law to Plaintiff and each Class Member.
- 31. Additionally, the defects in the Ford Vehicles breached Ford's implied warranty of merchantability under Michigan Compiled Law Annotated Section 440.2314 (Uniform Commercial Code). The defects rendered the Ford Vehicles unfit for the ordinary purposes for which they are used.
- Further, the defects in the Ford Vehicles breached Ford's express warranties
   under Michigan Compiled Law Annotated Section 440,2313 (Uniform Commercial Code).
- 33. As a direct and proximate result of these breaches, Plaintiff and each of the Class Members suffered damages.

# B. Michigan Consumer Protection Act

- 34. Ford's acts and omissions described above violated the following sections of the Michigan Consumer Protection Act:
  - Section 445.903(c): Representing that goods or services have characteristics that they do not have;

Section 445.903(e): Representing that goods are of a particular quality,
 standard or grade if they are of another;

. ;

- c. Section 445.903(s): Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, when the fact could not reasonably be known by the consumer;
- d. Section 445.903(z): Charging the consumer a price grossly in excess of a price at which similar property is sold; and
- e. Section 445.903(cc): Failing to reveal facts which are material to the transaction in light of factual representations made in a positive manner.
- 35. As a direct and proximate result of these violations, Plaintiff and each of the Class Members suffered damages.

### VIII. DAMAGES AND OTHER RELIEF

- 36. Ford's acts and omissions were a direct, proximate and producing cause of damages to Plaintiff and each Class Member
- 37. Specifically, Plaintiff and each Class Member suffered damages including, but not limited to, unfulfilled expectations, lost benefit of the bargain, diminished value, cost of repair, and/or out-of-pocket expenses.
- 38. Ford's acts and omissions were malicious, willful, reckless, wanton and in bad faith, entitling Plaintiff and each Class Member to punitive damages.
- 39. Ford willfully engaged in violations of the MCPA entitling Plaintiff and each Class Member to statutory multiple damages.
- 40. Plaintiff and the Class Members seek their reasonable and necessary attorney's fees and costs incurred in connection with this suit.

Plaintiff and the Class Members seek pre-judgment interest, at the highest rate
 allowed by law, on the damages awarded.

#### IX. CONDITIONS PRECEDENT

 All conditions precedent to recovery herein have been performed or have occurred.

#### X. PRAYER FOR RELIEF

- 43. Plaintiff and the Class Members see judgment against Ford for:
  - Actual damages, including, but not limited to, unfulfilled expectations,
     lost benefit of the bargain, diminished value, cost of repair, and/or out-of-pocket
     expenses;
  - b. Punitive and statutory multiple damages as permitted by law;
  - Reasonable and necessary attorneys' fees, as permitted by law, for trial and appeal;
  - d. Costs of suit for trial and appeal; and
  - e. Pre- and post-judgment interest as allowed by law.

#### XI. JURY TRIAL

44. A jury trial is demanded.

Dated: February 28, 2005

Respectfully submitted

GOODMAN ACKER, B.C.

Barry J. Goodman (P29906)

Stanley J. Feldman (#52123)

Lead Counsel for Plaintiff and the Class



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# 509435 Liberty Mutual Fire Insurance Company APR 0 1 2005

5050 W Tilghman St Suite 200 Allentown PA 18104 Tel: (610) 398-9800 / (800) 521-0986

March 23, 2005

FORD MOTOR COMPANY / CONSUMER AFFAIRS PO BOX 6248 MD-3NE-B DEARBORN MI 48126

ATTN CONSUMER AFFAIRS CLAIM DEPARTMENT

OUR INSURED:

OUR CLAIM NUMBER:

YOUR CLAIM NUMBER: YOUR INSURED:

DATE OF LOSS: AMOUNT OF LOSS: 12/14/2004 \$ 8741.03

LOCATION OF LOSS:

7472 BRIAN LN LA PALMA, CA

Dear SIR OR MADAM:

We have not yet received a response to our letter of 03/07/2005 informing you of our subrogation claim relating to the loss referenced above.

IMPORTANTI

If you wish to settle this claim, please contact me immediately at the

number listed above, extension 379.

If you do not respond within 14 days to this second notice, we will file for

arbitration or suit.

I appreciate your prompt response to this notice.

Sincerely,

LISA KELCHNER Subrogation Department Date: January 10, 2005



Client:

Liberty Mutual Insurance P.O. Box 138003 Sacramento, CA 95813

LIBA J. MAHKS, C.E.Q. 524 BAN ANSELMO AVE PMB 215 SAN ANDELMO CA 94960-2614 **600.6**28.3550 FAX: 415.898.7830

# Case Information:

	<del>_</del>		
Claim#:	100 m	File #:	AA-12-014
Insured:	`	Investigation Type:	Fire
Year, Make:	1997 Ford	Keys Provided:	Yes
Model, Color:	F-150, white	Driveable:	No
Body Type:	2-doo <u>r nickun</u>	Engine:	Gas
VIN:	1FTDX1725VK	Transmission:	Manual
License #:		Investigator:	Hagerty
California Mileage: Unknown (burned; approx. 112,000 per insured)			

Unknown (burned; approx. 112,000 per insured)

Inspection Date:

1/5/05

Inspection Site:

Kurt Vanderwest Enterprises, 8118 Orangethorpe Ave. Buena Park, CA

#### L The Claim

The insured parked his 1997 Ford F-150 at his residence at approximately 8:00pm on the evening of December 14, 2004. At approximately 10:30 that night, the insured heard a loud noise outside. When he went to investigate the noise, the insured observed flames coming from the driver's side of the engine compartment of his vehicle. He immediately called the fire department, which responded within approximately three to five minutes and extinguished the tire.

# II. Investigation Request

On December 29, 2004 Michael O'Connell of Liberty Mutual Insurance requested that we inspect the vehicle and determine the origin and cause of the fire.

#### III. Investigator's Conclusions

This was an accidental fire in the engine compartment caused by resistive heating in the speed control description switch mounted on the brake master cylinder.

RECEIVED control deactivation switch mounted on the brake master cylinder.

M. HIGHLEY FEB 23 2005

:4N 2 1 2005

BAOTO CLAIMS

IRB#94-2760176

Lia ≸AGOOB# (3



Liberty Mutual Insurance Claim #

> File #A.A-12-014 Page 2 of 4

Physical and circumstantial evidence indicates that an electrical fault developed in the speed control deactivation switch. This switch is "hot," or electrically powered, even when the ignition is off. Current flow through the resistive connection caused the switch to heat up. The resulting high temperatures eventually caused the plastic electrical connector on the switch to melt and ignite.

The National Highway Transportation Safety Administration (NHTSA) has received numerous reports of fires related to the brake master cylinder speed control deactivation switch on 1997 model year Ford F150 vehicles (see enclosure 1). The NHTSA has also opened a defect investigation on 2000 model year Ford vehicles that are equipped with the same speed control deactivation switch (see enclosure 2).

All other fire causes were considered and eliminated.

An electrical switch should not fail in a manner that results in a fire. A representative from Ford Motor Company should be asked to inspect this vehicle.

#### IV. Discussion

This older vehicle in fair condition sustained a severe engine compartment fire. Flame impingement was observed on the grille, front fenders, left door and roof. The aluminum hood was largely melted away. The left headlight was completely consumed (see photos 1-2). The left front tire was burned and deflated. The remaining tires were undamaged. The underside of the vehicle was unburned.

The fire spread into the passenger compartment through the windshield, which failed due to heat. All other window glass remained intact. Observation of the vehicle's interior revealed burn damage to the headliner, seats, dashboard and interior trim pieces (see photo 6).

The fire consumed rubber and plastic components and electrical wiring insulation throughout the engine compartment. The power steering reservoir and hoses were burned away. The fuel lines were burned, but remained in place. The radiator and air conditioning condenser were partially melted. Coolant and air conditioning hoses were burned (see photos 7-12). Engine lubricating oil was at a satisfactory operating level (see photos 13). The battery, alternator and power distribution center were burned from the outside (see photos 14-15).

The hot spot of the fire was located at the left rear of the engine compartment, at the brake master cylinder (see photo 16). The brake master cylinder was severely burned and had broken off from the brake vacuum booster. The speed control disconnect switch was completely consumed (see photos 17-19).

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JAN 21 2005

SACTO CLAIMS



# Liberty Mutual Insurance Claim #

File #AA-12-014

Page 3 of 4

The speed control disconnect switch connector wiring was located at the fire hot spot. This wiring exhibited burned remnants of the connector at the ends and indications of high heat exposure (see photos 20-22)

Four operated fuses were located in the passenger compartment fuse box (see photos 23-24). These fuses were #13 (20A), #14 (15A), #24 (10A) and #25 (5A). Fuse #13 protected the speed control circuit. These fuses operated as a result of secondary short circuits, which occurred when wiring insulation burned away as the fire spread.

A high-resistance electrical connection developed in the speed control deactivation switch on the brake master cylinder. This switch is "hot" or electrically powered at all times. Electrical current flowing through the high-resistance connection caused the switch to overheat. This resulted in the plastic electrical connector and attached wiring insulation melting and igniting. The adjacent brake fluid reservoir then melted and provided additional fuel to the fire.

Numerous similar fires in 1997-2001 Ford F-series vehicles have been reported to the National Highway Traffic Safety Administration (NHTSA). Many of these reported fires were caused by failed speed control disconnect switches. The greater the number of complaints received by NHTSA, the greater the possibility of a formal recall. The insured is therefore encouraged to file a formal report on this fire with the NHTSA Office of Defects Investigation web site at http://www-odi.nhtsa.dot.gov-

In summary, the speed control deactivation switch on the brake master cylinder developed an internal high-resistance connection. Electrical current flowing through the resistive connection caused the switch to beat up to a temperature sufficient to melt and ignite the plastic electrical connector.

An electrical switch should not fail in a manner that causes a fire. A representative from Ford Motor Company should be asked to inspect this vehicle.

At the conclusion of the inspection, the brake master cylinder and speed control disconnect switch wiring were scaled in a plastic bag and placed in the map pocket in the driver's door (see photo 25).

This report is based upon evidence and information available at the time of preparation. Any new evidence or information, which becomes available, may necessitate a revision or amendment to this report.

Thank you for calling Lee Cole and Associates. If we may answer questions regarding this report, or if we may be of further assistance, please do not hesitate to contact this office.

RECENTED

JAN 2 1 2005

SACTO CLAIMS

Liberty Mutual Insurance Claim # 5352274-01 File #AA-12-014 Page 4 of 4

If we may assist further please advise.

Very truly yours,

William O. Hagerty
Certified Fire Inspector #8444-3572V

Carigua Private Investigator #2/488

Enclosures: (1) National Highway Transportation Safety Administration complaint database reports of speed control disconnect switch fires in 1997 Ford F-150 vehicles (sample)

(2) National Highway Transportation Safety Administration defect investigation PE04078

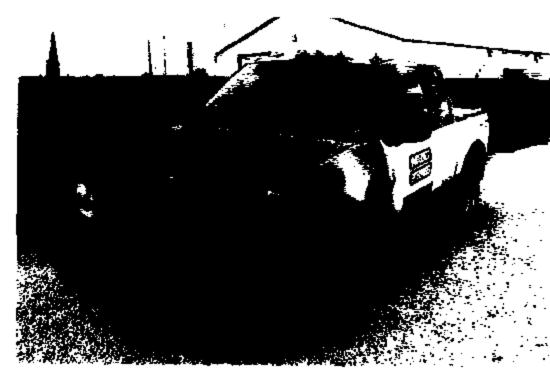
(3) Photos 1-25

WH/wh pfd

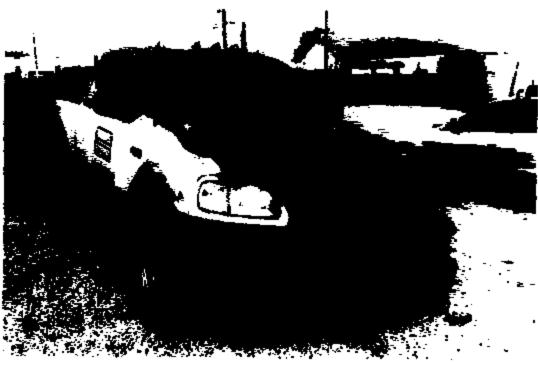
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SACTO CLAIMS



 Left front of the 1997 Ford F-150.



2. Right front.

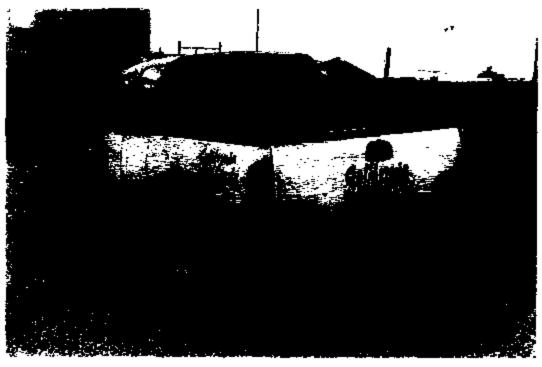
LEE S. COLE + ABBOCIATES, INC.

FILE #:AA-12-014

524 SAN ANSELMO AVENUE, PMB 215, SAN ANSELMO, CA 94960-2614 (415) 898-6886 (415) 898-7836 FAX



3. Right rear.



4. Left rear,

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FILE #1AA-1 2-0 1 4

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Federal Vehicle Identification Label.

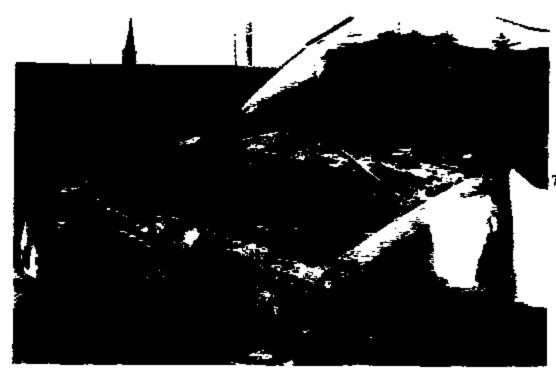


 Dashboard and instrument panel showing burn damage.

LES S. COLE + ABBOCIATES, INC.

FILE #1AA-12-014

\$24 BAN ANSELMO AVENUE, PMB 215, SAN ANSELMO, CA 94960-2614 (415) 898-6886 (415) 898-7836 FAX



 Engine compartment showing fire damage (left front view).

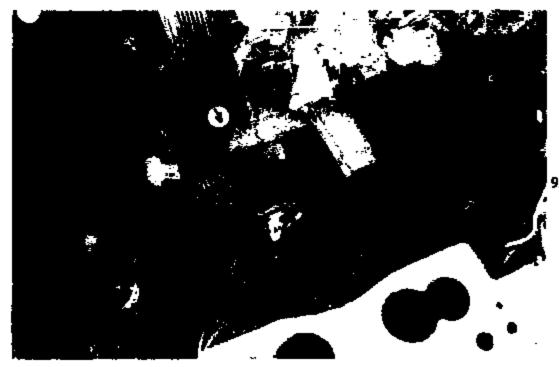


 Engine compartment showing fire damage (right front view).

LEE S. COLE + ASSOCIATES, INC.

FILE #:AA-12-014

524 BAN ANSELMO AVENUE, PMB 215, BAN ANGELMO, CA 94960-2614 (415) 898-6886 (415) 898-7836 FAX



 Power steering pump showing reservoir and hoses burned away.



10. Burned fuel hoses.

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FILE #:AA-12-014

524 SAN ANSELMO AVENUE, PMS 215, SAN ANSELMO, CA 94960-2614 (415) 898-6686 (415) 898-7636 FAX



 Air conditioning condenser and radiator partially melted.



 Air conditioning hoses burned away.

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FILE #:AA-12-014

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 Engine lubricating oil level satisfactory.



14. Burned battery.

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FILE #:AA-12-014



Alternator burned from outside.

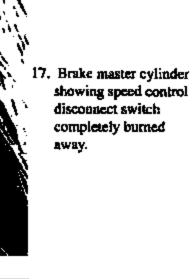


16. Hot spot of fire at left rear of engine compartment - note V pattern on bulkhead.

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FILE #:AA-) 2-014

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18. Detail of brake master cylinder (view from from).

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FILE #: AA- 12-014

524 BAN ANSELMO AVENUE, PMB 215, BAN ANSELMO, CA 94960-2614 (415) 898-6886 (415) 896-7836 FAX



 Detail of brake master cylinder (view from rear).



 Speed control disconnect switch connector wiring.

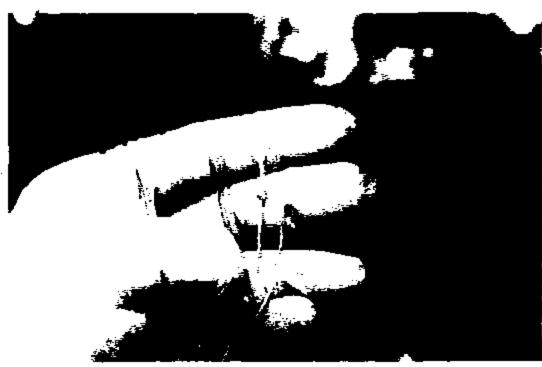
LEE 8. COLE + ABBOCIATES, INC.

FILE #:AA-12-014

524 SAN ANSELMO AVENUE, PMB 215, SAN ANSELMO, CA 94950-2514 (415) 898-6886 (415) 898-7836 FAX



21. Detail of speed control disconnect switch connector wiring showing remnants of connector.

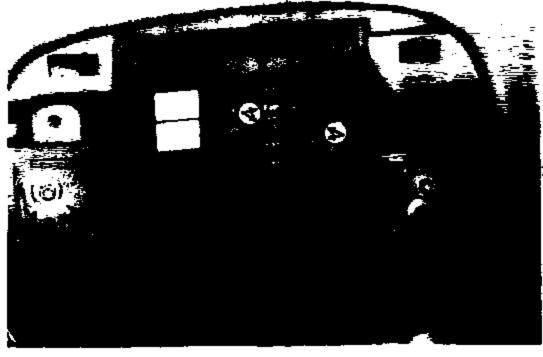


 Detail of speed control disconnect switch connector wiring.

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FILE #:AA-12-014

524 BAN ANSELMO AVENUE, PMB 215, BAN ANSELMO, CA 94960-2614 (415) 898-8886 (415) 898-7836 FAX



 Passenger compartment showing operated fuses.



24. Operated #13 fuse.

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FILE #:AA-12-014

524 BAN ANSELMO AVENUE, PMB 215, BAN ANSELMO, GA 94960-2614 (415) 898-6886 (415) BUS-7836 FAX



25. Brake master cylinder and speed control disconnect switch connector wiring sealed in plastic bag at conclusion of inspection.

LEE B. COLE + ABBOGIATES, INC.

FILE #:AA-12-014

524 BAN ANBELMO AVENUE, PMB 215, BAN ANSELMO, CA 94960-2614 (415) 898-6886 (415) 898-7836 FAX



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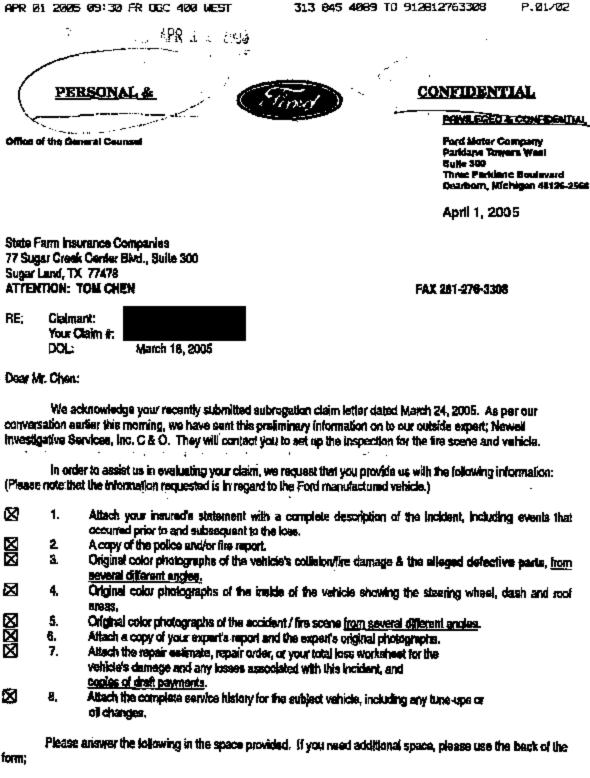
ſQ.

tt.

What was the <u>city</u> and state of occurrence:

The 17 digit vehicle identification number: \_\_\_\_\_RECEIVED\_

What was the misage at time of occurrence: \_\_\_\_\_ a / <u>d / nd</u>



RECEIVED

-2-

12,	What is the alleged defect: Cruse control deact water switch
13.	Has the alleged detective part bean repaired or replaced? (circle one) Yes or (No
14.	What is the current location of the vehicle, and the alleged defective parties? <u>vehicle at Simpson's residence</u> <u>control marter with Venite Forensic Fagureence</u>
15.	List all after market additions or modifications that were made to the vehicle:  aviil inscrit, break a word, girill, tray deflector, running board rails  that cackage, tool box, most roof, vent lurros for window,  fender grands, may wheels, certain tives, hard over for bed
18,	Was the engine numbing? (circle one) Yes or 🚱
17.	Were the keys in the ignition? (circle one) Yes or No
1 <b>8.</b>	Was this vehicle purchased new or used: New
	if purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased:

Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials, we will assume that you are not interested in pursuing a claim and we will close our file.

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

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

Sincerely,

Shawn L. Norton Claime Analyst /

Litigation Assistant

## State Farm Insurance Companies\*

Attention: Shawn Nartoa

Sugar Crusk Service Center Suite 100 277 Süger Creek Çenter Bird. Suger Land, TX 77476

March 24, 2005

CERTIFIED MAIL/RETURN RECEIPT REQUESTED RECEIPT APR APR 1 2005 DEARBORN MI 48128-2588

Scan motor with claim

Re:

Claim Numbers:

Our Insured:

Date of Loss: March 18, 2005 ANNA WOLLYS STANANA APP U 3 2005

ÇIMAÇE DE THE <u>GENERAL COUNSE</u>L

Dear Sir or Madem:

This letter will serve notice of State Farm's intent to pursue subrogetion against Ford Motor Company for the above-mentioned claims.

Our insured purchased a 2001 Ford F150 Lariet pickup in Houston, Texas. On the date of loss, a fire started within the pickup truck and damaging the residence located at the pickup truck and fire the pickup truck and damaging the residence located at the pickup truck and the pickup

The pickup truck's vehicle identification number is 1FTRW081711 Kanses City plant. It was made in the

State Farm! would like to give Ford an opportunity to inspect the vehicle at our insured's residence before it is moved. Our insured wishes to begin repairs and satile his claims as soon as possible. Therefore, if Ford wishes to conduct an examination on site, then it must be done before April 13, 2005.

If I do not hear from you to set up an appointment to examine the vehicle, then we will presume Ford Motor Company has no intentions to examine the vehicle and we will proceed to remove the vehicle and conduct our examination. Call me if there are any questions.

Sincerely,

DWell

Tom Chan, CPCU Fire Product Investigator 281 278 3329 Slate Farm Lloyds

25/875/0823023

co: Netson Simpson Byron Acmirilat

Byron Armintor Auto Claim Adjuster

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274-3308



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## State Farm Insurance Companies



March 17, 2005

P.O. Box 789011 Dallas, TX 76378-9011 (866) 861-0327 Fex - (888) 267-6076

Ford Motor Co. Ms. Norton 3 Parklane Blvd Suite 300 Dearborn, MI 48126

RE: Claim Number:

Date of Loss: Our Insured:

Year/Make/Model:

VIN:

<u>January 15, 2005</u>

2001 Ford Pickup

2FTZX17241

Dear Ms. Norton:

This vehicle was insured by State Farm and involved in a comprehensive loss. The claim settled for \$14,123.29, which includes our insured's deductible.

Our investigation establishes the cause of loss was due to the overheating of the speed control deactivation switch.

Enclosed is our documentation. We will retain the evidence until we conclude this matter with your company. You may contact me to arrange for inspection of the vehicle.

Please consider this notice as our demand for reimbursement.

Sincepely,

gamela Davis - Team Claim Representative (866) 861-0327 Ext.

State Farm Mutual Automobile Insurance Company

Enclosures .

HOME OFFICES: BLOOMINGTON, ILLINOIS 61710-0001

## FIRE INCIDENT REPORTING SYSTEM

REPORT DATE:01/26/05 FIRE INCIDENT REPORT - 902F PAGE 1 IN-SERVICE A INCIDENT EXP DATE DAY OF WEEK MKKIK SATURDAY 16:31:42 01/15/05 16:10:50 5003061 SEX BLDG APT/SPACE 219-4 CRNSUB TRACT B TYPE MURINIY STREET 2745 190500 TELEPHONE OCCUPANT NAME C O MET BURGAIN ONDER ADDRESS D TYPE OF SITUATION FOUND METROD OF ALARM FROM PUBLIC 13 VEHICLE FIRE 7 TELEPHONE TIE-LINE TO FIRE DEPT FIRE DIST SHIFT NER ALARMS MUTUAL AID 1-0 A 0 TYPE OF ACTION TAKEN 1 EXTINGUISHMENT G MBR OF PIRE SERVICE PERSONNEL: 3 NBR OF AERIAL APPARATUS: 0 NBR OF ENGINES: NER OF OTHER VEHICLES USED: 0 NUMBER OF RELATED INJURIES FIRE SERVICE PERSONNEL: 0 OTHERS:0 NAMEER OF RELATED PATALITIES FIRE SERVICE PERSONNEL:0 OTHERS: 0 MOBILE PROPERTY USE FIXED PROPERTY USE 11 AUTOMOBILE 400 RESIDENTIAL PROPERTY J AREA OF FIRE ORIGIN:83 ENG AREA/RUNNING GEAR/WHEEL AREA LEVEL OF FIRE ORIGIN:1 GRADE LEVEL TO 9 FEET ABOVE GRADE TERMINATION STAGE:3 FIRE TERMINATED IN/AFTER FLAME STGE K EQUIPMENT INVOLVED IN IGNITION: 95 VEHICLE FORM OF HEAT IGNITION: 90 FORM OF HEAT IGNITION NOT REPORTED L TYPE OF MATERIAL IGNITED:00 TYPE OF MATERIAL NOT REPORTED . FORM OF MATERIAL IGNITED:61 ELECTRICAL WIRE, CABLE INSULATION . IGNITION FACTOR:00 IGNITION FACTOR NOT REPORTED STRUCTURE TYPE: CONSTRUCTION TYPE: CONSTRUCTION METHOD: N EXTENT OF FLAME DANAGE: EXTENT OF SMOKE DANAGE: EXTENT OF WATER DANAGE: O EXTENT OF FIRE CONTROL DAMAGE: DETECTOR PERFORMANCE: SPRINKLER PERFORMANCE: P TYPE MATERIAL GENERATING MOST FLAME: AVENUE OF FLAME TRAVEL:

Q TYPE MATERIAL GENERATING MOST SMOKE:

AVENUE OF SMOKE TRAVEL:

## PIRE INCIDENT REPORTING SYSTEM

REPORT DATE: 01/26/05

FIRE INCIDENT REPORT - 902F

PAGE 2

R METHOD OF EXTINGUISHMENT 5 PRECONN.LNS W/WTR IN APPARATUS TIKS

X ESTIMATED STRUCTURE VALUE 18000 ESTIMATED STRUCTURE LOSS 18000 ESTIMATED CONTENTS VALUE 1000 ESTIMATED CONTENTS LOSS 200

PROPERTY DAMAGE CLASSIFICATION 4 10000 TO 24999 DOLLARS TIME FROM ALARM TO AGENT APPLICATION 3 2 TO 5 MINUTES Š

T OFFICER IN CHARGE JOEY NEUMAN POSITION OF OFFICER IN CHARGE LT DATE 01/15/05

MEMBER MAKING REPORT NEUMAN, JOBY DEAN POSITION OF MEMBER MAKING REPORT LT

DATE 01/15/05

MCBILE PROPERTY INVOLVED IN IGNITION
YEAR 00 MAKE FORD MODEL F150

SERIAL NUMBER 2FTZX172410

LICENSE NUMBER

EQUIPMENT INVOLVED IN IGNITION
YEAR OO MAKE UNKNOWN MODEL SERIAL NUMBER

VOLTAGE

- - - - - - ADDITIONAL COMMENTS - - -

OWNER STATES THEY HAD JUST GOTTEN OFF OF WORK AND HAD PARKED THE VEHICLE APROX 10 MINUTES BEFORE THEY NOTICED SMOKE COMI NG FROM THE ENGINE COMPARTMENT. NO MECHANICAL PROBLEMS PRIO R TO FIRE. NO SIGNS OF ARSON.

PIRE INCIDENT REPORTING SYSTEM

REPORT DATE 01/15/05 FIRE INCIDENT REPORT

PAGE 3

RESPONDING TIME
UNIT DISPATCHED
EN16 16:10:59

TIME ARRIVED 16:14:57 REMIT TO: INVOICE CITY OF SAN ANTONIO - FIRE PREVENTION 1901 S. ALAMO ST SAN ANTONIO TX 78204 3261472 AMT ENCLOSED PHONE: 207-8410 AMOUNT DUE 5.15 INVOICE DATE 1/26/2005
DUE DATE 1/26/2005 20-02-46915 STATE PARM MUTUAL AUTO INS CO 000 AUSTIN TX \_\_\_\_\_\_ PHONE: (000) 000-0000 FIRE RECORD SEARCH FOR 713 W SUMMIT 
 INVOICE DATE
 INVOICE ACCOUNT
 DUE DATE
 OFFICE HOURS

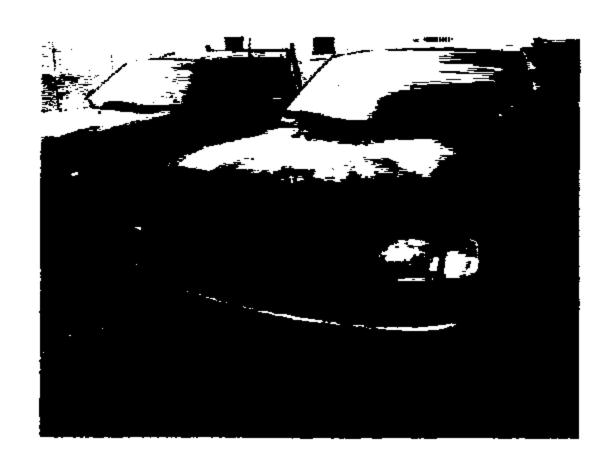
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 3261472
 20-02-46915
 1/26/2005
 8:00 - 4:00

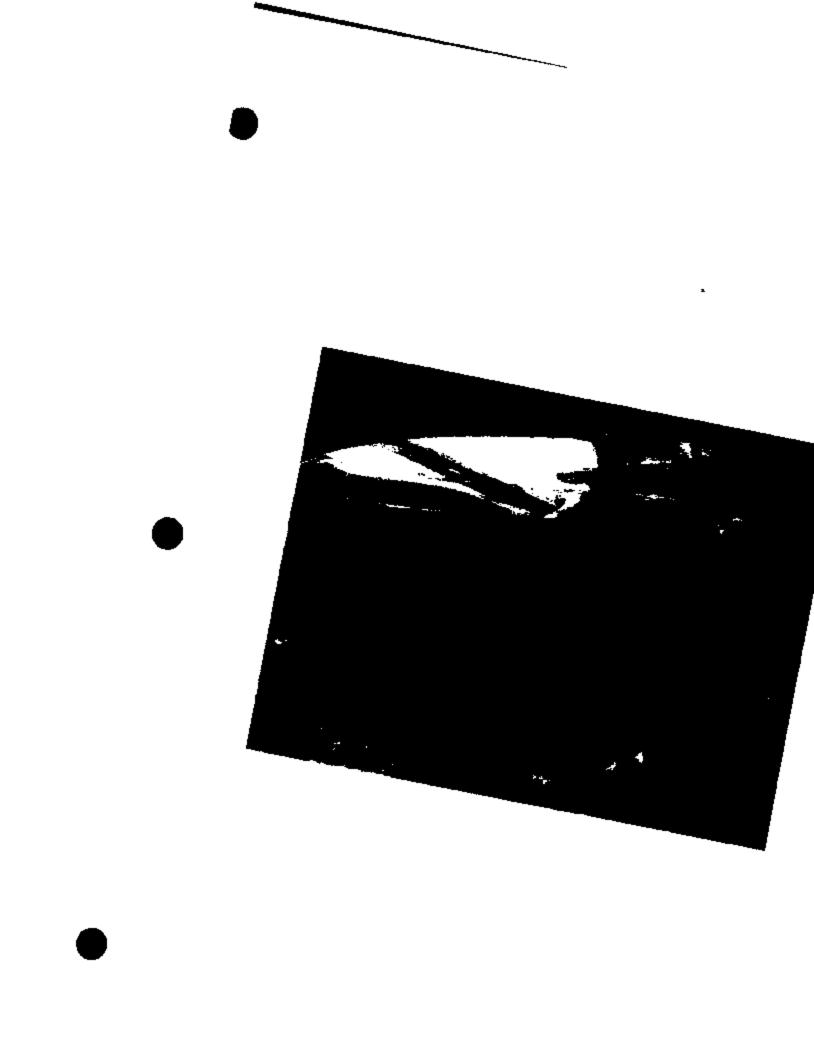
 LINE
 INDEX REF
 DESCRIPTION
 AMOUNT

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 013219-001
 FIRE RECORD SEARCE
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 PAID JAN 2 6 2005 MP#3 AGREEMENT DATES SERVICE DATES ORDINANCE CONTRACT DOCUMENT ST: 01/25/2005 END 01/25/2005 INVOICE INVOICE AMT PAYMENTS RECV TOTAL INV AMT DUB
INFORMATION 5.15 0.00 5.15 OTHER AMI'S DUE TOTAL CUST AMT DUE CUSTOMBR INFORMATION CITY OF SAN ANTONIO FIRE PREVENTION 1901 S. ALAMO ST SAN ANTONIO TX 78204 PAGE 1 OF 1











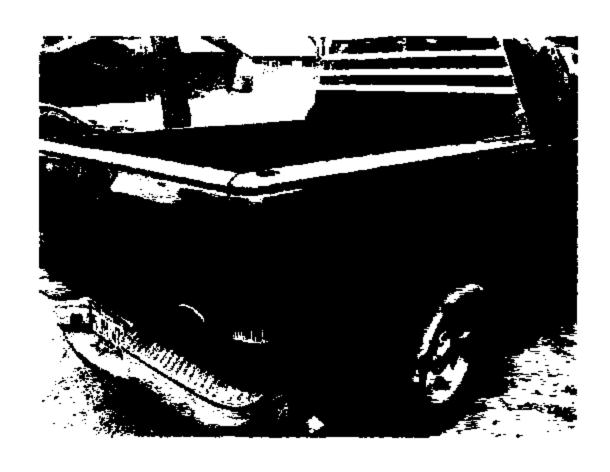






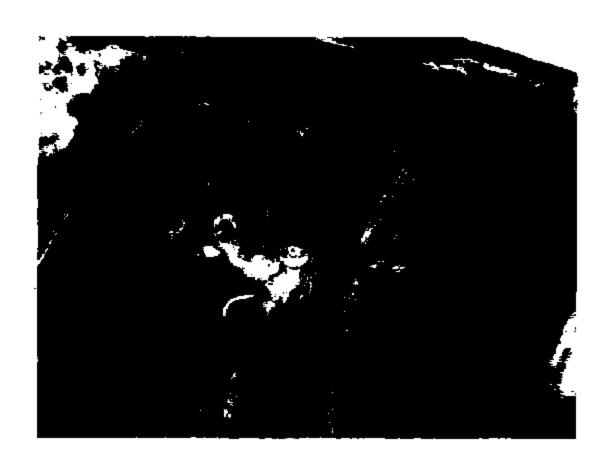


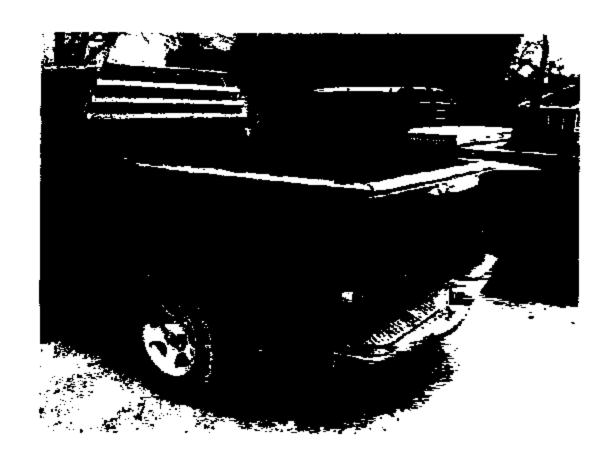














# State Farm Insurance Companies



San Antonio Claims P.O.Box 149203 Austin, Tx 78714-9203

RECEIVED

JAN 3 ( 2005

January 25, 2005

Ford Motor Company Patklane Towers West 3 Parklane Blvd, Ste 400 Dearborn, MI 48126-2568 FFB 6 2005

RE: Claim Number:

Date of Loss: Cur Insured: 2001 Ford F150 PK January 15, 2005

Gennette Derey

our insured:

Dear Sira:

The identified vehicle (VIN: 2FTZX172410 is insured by State Farm Mutual Auto. Ins. Co. This vehicle experienced a fire. State Farm would like to give you an opportunity to inspect the vehicle and give you advance notice of our potential subrogation claim.

Please contact me at (210) 650-8511 to set up a time for your inspection.

Sincerely,

Jeannette Perez Claim Representative (210) 650-8511

State Farm Mutual Automobile Insurance Company



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### UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 600580 • NORTH MIAMI, FL 33160

305-940-7299 • 954-462-6803

JANUARY 28, 2003

FORD MOTOR COMPANY OFFICE OF THE GENERAL COUNSEL
Ms. SHAWN L. NORTON
PARKLANE TOWERS WEST, SUITE #300
THREE PARKLANE BLVD.
DEARBORN, MICHIGAN 48126-2568

Re:

Our Insured:

Claim No.: Policy No:

Date Of Lee

Date Of Loss: 04/19/04

Vehicle:

1997 FORD F-150

VIN:

1FTDX17W1VKC

Your Claim/File No: UNKNOWN

Company Payment: \$4,384.00 (includes salvage proceeds of \$991.00)

Insured's Deductible: \$1,000.00

#### Dear Ms. Shawn L. Norton:

Our above insured's vehicle was properly parked with the engine turned off when vehicle came on fire. The insured was visiting a friend and had parked his vehicle in front of friend's home for no more than an hour before fire started. Neighbors were shouting outside the house that a vehicle was on fire, which startled my insured. Insured looked out the apartment window and noticed his vehicle was on fire and then called the Miami-Dade Fire Department to extinguish the fire and inspect the incident. The Fire Department's investigator determined that the fire was caused by an electrical part failure in vehicle.

Our investigation establishes the point of origin for the fire was the cruise control deactivation switch located in the engine compartment on the driver's side. An x-ray of the switch revealed electrical areing. This type of failure has been observed and researched by Interscience, Inc. and has been revealed that there had been a number of complaints filed with the National Highway Traffic Safety Administration about similar cases in the past. I understand Ford Motor Company has a recall on the Ford F-series pick ups and Expeditions and recognizes the problem stems from the cruise control deactivation switch as been reported in the media. I will submit more cases similar to this one to Ford Motor Company. Therefore, under our right of subrogation, we request reimbursement for both the company payment and deductible amount shown above. Enclosed are our supporting documents for your review.

ι<u>35ΝΕ<sub>Ά</sub>Λι ωνυβού!</u>



# UNITED AUTOMOBILE INSURANCE COMPANY P.O. BOX 600580 • NORTH MIAMI, FL 33160 305-940-7299 • 954-462-6803

We have disried our files for (15) fifteen days. Your prompt attention to this matter will be appreciated.

Sincerely,

Jose Lopez

Subrogation Department (305) 940-7299, ext. 2214

**Enclosure: Supporting Documents** 

OCI/IS DAYS



#### UNITED AUTOMOBILE INSURANCE COMPANY

NEW ADDRESS...

MIAMI, FLORIDA 33180

P.O. United Automobile Insurance Co.

(DA 2909 NE 163rd St. Suite 200 903 • 1-800/344-2150 North Miami Beach, FL 33160

PLEASE FILL IN COMPLETELY AND RETURN IMMEDIATELY

# VEHICLE FIRE DAMAGE AFFIDAVIT

(ALL QUESTIONS MUST BE ANSWERED)

Claim No.  Date of Loss  Instructions: In order to service your claim as promptly and efficiently as possible, this Affidavit must be compalgred, notarized and returned within five days of receipt. All questions, blanks or statements guest be enswered. Enter not applicable and UNK for unknown. We may also require, or have already obtained, a recorded statement, as statement and/or an examination under oath. Fallure to comply with these requests will result in delay in handling chaim.  ANY FALSE INFORMATION MAY LEAD TO A DENIAL OF YOUR CLAIM!	Date 5	4 \ 04	CARP CONTROL OF THE C
Date of Loss:  Instructions: In order to service your claim as promptly and efficiently as possible, this Affidavit must be compaigned, noterized and returned within five days of receipt. All questions, blanks or statements must be answered. Enter not applicable and UNK for unknown. We may also require, or have already obtained, a recorded statement, a statement and/or an examination under oath. Fallure to comply with these requests will result in delay in handles claim.  ANY FALSE INFORMATION MAY LEAD TO A DENIAL OF YOUR CLAIM!  THE OWNERDS OF THE VEHICLE DESCRIBED BELOW:  Policy Number  Lindled Address (Street, City, State, Zip)  Lindled Address (Street, City, State, Zip)  APRIL 35 200	Insured :		TIEMZED BILL OF SALE
Instructions: In order to service your claim as promptly and efficiently as possible, this Affidavit must be comparined, notarized and returned within five days of receipt. All questions, blanks or statements touss be enswered. Enter not applicable and UNK for unknown. We may also require, or have already obtained, a recorded statement, a statement and/or an examination under oath. Falluce to comply with these requests will result in delay in handling date.  ANY FALSE INFORMATION MAY LEAD TO A DENIAL OF YOUR CLAIM!  1. I / WE	Claim No. :		YOUR VEHICLE, WAX THE
signed, notarized and returned within five days of receipt. All questions, blanks or statements must be answered. Enter not applicable and UNK for unknown. We may also require, or have already obtained, a recorded statement, a statement and/or an examination under oath. Fallure to comply with these requests will result in delay in handling ctain.  ANY FALSE INFORMATION MAY LEAD TO A DENIAL OF YOUR CLAIM!  ANY FALSE INFORMATION MAY LEAD TO A DENIAL OF YOUR CLAIM!  THE OWNERIST OF THE VEHILLE DESCRIBED BELOW:  The OWNERIST OF THE VEHILLE DESCRIBED BELOW:  Traumed's Night(s)  Policy Number  Light(s)  APOST L 35 200	Date of Loss : 575		
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APRIL 25 200		State, Zpj.	FL.
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1997 FOTOL F-150 TRUCK Beige MODEL BOOY STYLE ROSLOW	1997 FO	rd F-150 To	Ruck Beige
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(both let		CDIMO:		CalveS Calver purchase)
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COMPLETE THE FOLLOWING:				
2. The above described vehicle is jitled .	o (* · - r::)			Litephone number(s)):

3. The above described vahicle is registered to (namers) address(as), telephone number(s)):

Explain if different from person titled to:

4. When was the car purchased?

5. If purchased used, approximate number of indicative visco purchased.

8. From whom was the vahicle purchased (name(s)), address(se), interphone number(s)?

Rev. 7/96

7. What was the purchase price of the car? #8, 405 How was it paid for (i.e. -loan, cash, other)? 2 thous and Dollars down & the rest loan ATTACH A COPY OF THE BILL OF SALE / ORIGINAL PURCHASE INVOICE TO THIS FORM 8. Status of Lien / Lease (if any and amount): 6,20 🗢 Name, address, telephone number of lienholder / leaseholder: Benz Francing Total amount of liervisees \$\_\_\_\_\_ Paid off?\_\_\_\_\_ If so, when?\_\_\_\_\_ If not, how much are your monthly payments? \$ 316.00 \$ 100 How many payments remain? Have you over been late on your payments? \_\_\_\_\_\_ Has your vehicle eyer been repossessed? \_\_\_\_Yes \_\_\_\_No 9. How many sets of keys were available at the time of purchase? OAF How many sets of keys are presently available? ONE 10. How many people are permitted to drive the car? OME 11. List the names and dates of trith (month, day, year) of all persons permitted to drive your car: LIST FULL NAMES OF ALL PERSONS RESIDING WITH YOU AT YOUR ADDRESS AND PERCENTAGE OF USE DRIVER DOB RESIDENT OF PERCENT HAS HOUSEHOLD OF USE KEYS Yes No

Plex. 7/90

: Vehicle Fire Damage Afficient

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Where last serviced?			
When last serviced?	<u> </u>		_(Attach a copy of last repair / service bill)
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21,	When were they called? \\`a> \Pr
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22	What was their opinion? The cor is no cool
23.	What is your opinion? Any car !!
 24.	Was the car looked at the time of the damage / bum? Who had the keys?^~
chr 2.2 26.	Were there any witnesses to the damage / burn? (If so, give names, addresses, telephone numbers and cumstances)  OVER 30 WITNESSES IN 500+ of CO.  What was the name of the insurance company that insured your car prior to United Automobile Insurance
-	ripany? MAT.  In the second of
	cy no.:Date issued:Date terminated:
Res	ison for termination:
<b>2</b> 7.	Have you ever had a vehicle stolen before? If so, when?
Yée	r, Make, Model of Car Stolen:
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28.	Has any member of your flousehold ever had a veinicle sticlen before?
ff ec	, give details;
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Vehicle Pro-Oscrage Afficient	
•	What condition was it in when recovered?
Name of insurance company at the	at time:
Amount of settlement: \$	
	an involved in any accident(s) since purchased?
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Prior to your purchase had the valid	iols been !mrol/ved in any accident(a) that you know of?
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32. What is the name of your homeo	rwher8 / rantere insurence company?
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Was it factory installed.?	, If not, where installed?
Was davice activated at time of that	17

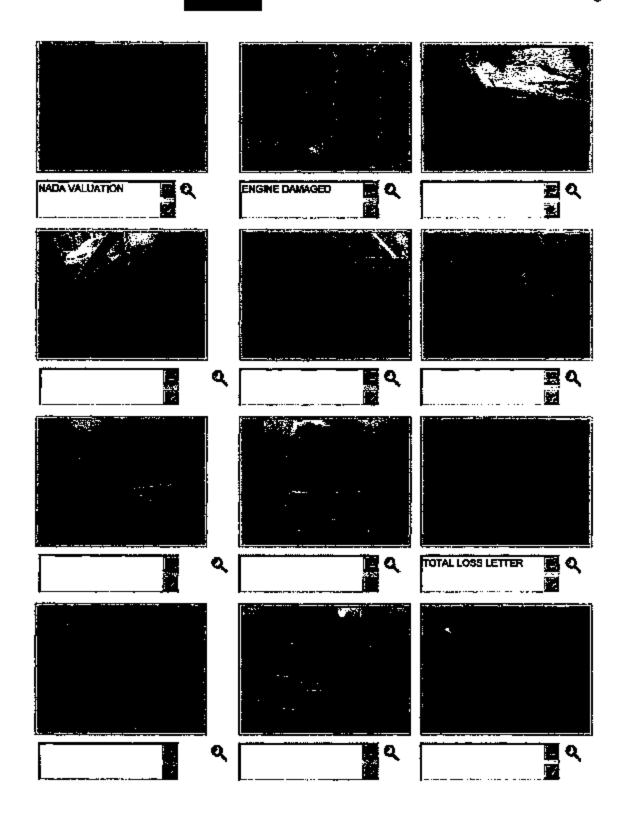
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Yékéde Fire Damegé Affidavit

# Please attach the following documents to this form. (FABLURE TO DO SO COULD SERIOUSLY DELAY PROCESSING OF YOUR CLASS)

( ) Keya (all sets)	(# there is no Lienholder)	
( ) Copy of Bill of Sale / Purchase Invoice		
( ) Odometer Mileage Statement	•	
( ) Copy of test Repair / Service 8ff		
NTTIME is: Sending an insurance claim form of Paderal Law - Vol. 18, United S	n containing fractulant information through the mail is a States Code Section 1345.	violetion
or elegative any industry files a state (rept) of als	(1) (b) "Pary person who knowingly and with intent to biju ista or an application containing any false, incomplate an degree." It is a falony to file a false Vehicle Their Report I and a fine of up to \$10,000.	gnlöseleim
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timished by him / her as incorporated in the foreg	going Affidavit is true and correct and that he / she he's voluntar	rily executed
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Certified Mail # 7001 0320 0004 8710 3026

March 1, 2005

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

RE:

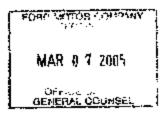
Clailm #:

Our Insured:

Loss Date:

Arnt. of Claim: \$2634,06

1/28/05



#### 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 Alistate Payment Processing Center, Attn: Subro Cash, PO Box 227257, Dallas, TX 75222-7257. Please include our claim number.

Complete description of the Incident: Vehicle had been parked 9 hours and then caught on fire. Per our expert, the fire was due to the failure of the brake pressure switch mounted on the brake master cylinder.

Our statement of defect; Strict Liability

**Location of evidence:** Vehicle being stored at Copart. The remains of the master cylinder and debris are being stored by our expert. Rimkus Consulting Group.

Manufacturer: Ford

Model: F150 Year: 1996

VZN: 1FTEF15N5TI

#### The following information is attached:

Check copy

Payment supporting paperwork

Expert report and photos, including the fire department report

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

Sincerety,

David Laughim, SC

Subrogation Senior Service Representative



Rimkue Consulting Group, Inc. 1431 Greenway Drive, Suite 900 Irving, Texas 75034 (972) 518-0900 Telephone (972) 518-0011 Fecsimile (877) 271-1188 Toil Free

## Report of Findings

TRUCK FIRE DAMAGE EVALUATION RCG, Inc. File No: 222414

#### Prepared For:

ALLSTATE INSURANCE COMPANY 8700 N. FREEPORT PARKWAY, SUITE 200 IRVING, TEXAS 75063 Claim No: 4530712225 insured: Gall Ormsby

#### Attention:

MS. SHARON CHRETIEN, CLAIMS REPRESENTATIVE

M.L. "Buddy" Jenkins, C.F.I., C.V.F.I.

Senior Fire Consultant Fire Division Manager

Lacle G. Smith Senior Consultant

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Ħ	Conclusions	2
Ħ	Discussion	3
١V	Basis of Report	7
۷	Attachments	8
	A Copy of Arlington (Texas) Fire Department Incident Report	
	B CarFax Repair History Report	
	C Résumés (M.L. "Buddy" Jenkins, Lacie G. Smith)	
	D Photographs	

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### Section I INTRODUCTION



On January 28, 2005, a 1996 Ford F-150 caught fire white parked outside of the owner's residence located at the latest and the latest and lates

Rimkus Consulting Group, Inc. was retained on January 28, 2005, by Ms. Sharon Chretein of Allstate Insurance Company, to determine the origin and cause of the fire. Our work to complete this assignment was conducted by M.L. "Buddy" Jenkins, C.F.I., C.F.E.I.

This report was prepared for the exclusive use of Alistate Insurance Company and is not intended for any other purpose. Our report is based on the information available to us at this time 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. Exterior and interior fire burn patterns indicate that the fire originated in the left-rear corner of the engine compartment burning upward and outward. Fire burn patterns within the engine compartment indicate that the fire originated at the brake pressure switch mounted on the brake master cylinder and spread outward to ignite nearby components. The fire eventually extended to involve all areas of the engine and passenger compartments prior to being extinguished.
- 2. Witness statements indicate that the under-dash 15-amp fuse had repeatedly opened prior to the fire date. It was eventually replaced on the day of the fire by the Insured with a 25-amp fuse. We found during our site inspection that the replaced 25-amp fuse was open as well. This involved circuit number 13 fuse is designed to protect several items including the brake pressure switch.
- Witness statements report that the truck's cruise control and stop/hazard lamps both had recently quit operating as designed, prior to the fire date.
- 4. All other possible causes for the fire were eliminated.
- The fire was determined to have been accidental.

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Remains of the involved master cylinder and debris were recovered and placed in our secured evidence facility for additional joint examination and testing as required by all concerned parties at a future date.

# Section III DISCUSSION



On January 31, 2005, we examined the damaged remains of the truck that had been involved in a fire on January 28, 2005. At the time of our examination, the truck was still parked at the same location where it had burned, in Arlington, Texas. The truck is identified as a blue 1996 Ford F-150 pickup truck with Texas license plate and vehicle identification number 1FTEF15N5TL. The truck is equipped with a 5.0-liter V-8 gasoline engine. The fire destroyed the truck's inspection and registration stickers. The truck had in excess of 135,245 total miles. This mileage was reported to CarFax at the time the last inspection sticker was obtained in Arlington, Texas on August 21, 2004. This truck has a consistent mileage history, which is only slightly higher than the industry average of 15,000 miles annually but is not excessive.

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The exterior of the truck revealed fire burn damage to all areas of the engine compartment hood and fender areas. The most severe damage was to the left side where a heavy circular heat stress pattern was observed on the engine compartment cover nearest the left-rear corner. This heat pattern indicated that the fire originated from within the engine compartment. This heat stress pattern was most severe at the location directly above the truck's brake master cylinder. Heavy fire damage was exhibited to all exterior areas of the engine compartment including the front grille and headlight assemblies. The severe fire and heat damage was confined to the areas forward of the truck's cargo compartment. The two front tires were severely fire damaged and the left tire was nearly totally destroyed as compared to the right-front tire. The rear tires were not destroyed (Photographs 1 through 11).

There was other obvious non-fire-related physical damage found to the right exterior side of the truck. This physical damage was reportedly related to an

accident that the truck was involved in only days prior to the fire date. The insured stated that he was stopped at a red light in Arlington, Texas, when another vehicle swerved and hit his truck. The accident damage was determined not to be related to the fire cause (Photographs 12).

The interior of the passenger compartment revealed severe fire demage with the most obvious being to the dashboard area. There was obvious evidence that the fire had extended into the passenger compartment from the engine compartment through factory-cut openings in the firewall. All of the window glass, except for the broken windshield, were still in place. The seats, floor mats and other synthetic contents were severely smoke and heat damaged, but were still intact (Photographs 13 through 17).

In the engine compartment, we found total burnout damage in all areas. The damage was much more complete on the left side, as compared to the right side area, as a result of the fire extending from the master cylinder area. Most all plastic and rubber components were destroyed but there was some limited remains found on the right side of the engine, including the battery and hoses. These remaining items were either severely deformed and/or destroyed from exposure to radiant heat.

In our continued examination of the left side of the engine, we found heat and fire burn patterns that show the initial fire had extended outward from the brake master cylinder area. The remains of nearby components, including the power distribution center, the air filter housing, the engine coolant reservoir, and the air intake tube were all either totally destroyed or severely burn damaged. In addition, fire burn patterns were found on both sides of the firewall extending outward from the master cylinder area. All of these patterns pointed to a fire originated at the brake pressure switch, which is mounted on the exterior of the master cylinder housing (Photographs 18 through 22).

Our examination of the recovered brake master cylinder remains revealed that it was heavily fire damaged, more so than most other components in the engine

compartment. The plastic wiring insulation was burned away on the two electrical wires routed from the top of the brake switch back to the power distribution center (Photographs 23 through 25).

Our examination of the under-dash fuse panel revealed that several fuses had opened (blown). A 25-amp fuse found in the stop light circuit, which originally was factory equipped with a 15-amp fuse, was found open. Ford factory specifications call for a 15-amp fuse to be installed, where we found the 25-amp fuse installed. The blown 25-amp fuse found in this slot is oversized for the brake pressure switch circuit and indicates that an over-current occurred on that circuit prior to or during the fire (Photographs 26 and 27).

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The truck's remaining and limited electrical system, including the fire-damaged battery, cable, wiring, and fuses, was examined. Special attention was given to the electrical wiring found within the left side of the engine and dash areas. Most all of the plastic insulation was burned off of the electrical wires found in the remaining wiring hamess routed along the firewall and the electrical wires routed adjacent to the power distribution center. Burn patterns show an approaching fire attacked these wires. We were unable to examine the interior of the power distribution center due to near total destruction by the fire.

During our examination and analysis of the fire, we interviewed
, owners and operators of the truck.
from work on Thursday, January 27, 2005, and parked the truck in his driveway
at approximately 6:00 p.m. Neighbors and a passerby alerted him that his truck
was in flames at approximately 3:00 a.m. on Friday morning, January 28th.
further related that the cruise control function had, reportedly, quit
working approximately three months prior to the fire. He also stated that the
stoplights had stopped working. It was at that time that he checked his under-
dash fuse panel and found the 15-amp fuse for the brake lights to be open. He
stated that he replaced the fuse several times and it kept "blowing." On the day
of the fire occurrence, he reported that he replaced the 15-amp fuse with a 25-

amp fuse and everything then worked properly. He also stated that the only other recent problem involved replacing the truck's starter.

In conclusion, based on our examination and evidence discovered, it is our opinion that the fire was caused by a short circuit involving the brake pressure switch attached to the brake master cylinder. When the brake pressure switch failed and ignited, the fire spread to other nearby plastic components in the engine compartment. The fire then extended beyond the engine compartment to involve all areas of the passenger compartment and exterior components of the front half of the truck.

The fire was determined to have been accidental as a direct result of the failed brake pressure switch.

#### Section IV

#### **BASIS OF REPORT**



- We examined and photographed the fire-damaged truck and evidence involved.
- 2. We interviewed with the struck owners and operators of the truck.
- We referenced Ford Motor Company for any recalls associated with this fire.
   The Ford Motor Company website advises, "Currently there are no safety or emissions recalls for the truck."

## Section V ATTACHMENTS

## Section V ATTACHMENT A

Copy of Arlington (Texas) Fire Department Incident Report

0174595521

PAGE NO.0001 538 FOA1 01-31-2005 11:09 Artington Yexas Fire bepartment 010: W1701 000 c.cH 4xm INC-DATE: 01-28-2005 VERBION: CRISTMAL 1KC19BHT: 05001947 SECTION A - COMPLETE FOR ALL INCIDENTS DOV: FRT F010: VE701 (MCIDINT: 05001947 EXP #0. . 900 FMC-047E: 01-28-2005 ADD BATS: G 11ML D16P:03:03:37 11ME ABRY-03:08:41 END TENE: 03:47:30 - 13 PRIM SIT: Vahicle Fire ACTION TAKEKI Extinguishment - 1 MITTIME ALB: PEXAMO PROP LINE: 411 - 411 IDI FACTOR: Ignition Factor undetermined or - 00 SHCIDENT ADDRESS: ZIP COOE: RETHOD ALASMA 91% Call BO, ALARM: 1 - 7 STAFFINE: 19 EMINE: 4 TRUCK: 1 CTRER: 1 SYNOLVENBERT SECTION NO-197L: 002 INV. 2. Common - 60 EA/E1 008: SOC: SEX : LAC ADDRESS: SAME AS INCIDENT STATES ZIF: PHONE 1: PROME 2: PHONE TYPE2: PHONE TYPE1: INVL: Occupant - ac 1 SDC: tex: RAC: 908; ( AGORESS: SAME AS CHICIDENT STATE: ZIP: PROME 1 PHONE 2: PHONE TYPES: PHORE TYPE1: RECTION 8 - COMPLETE IF CARDALITY PIRE ING Q PTRE FAT: 0 CEA INTE Q CLY FAT: 0 SECTION C - CONFLETE FOR ALL FIRE COPLEY: Builting complex MINISTRE AUTOMOBILS - 41 - 11 MEA ORIGIN: Ingine area, curning man, wheel - 12 EQUIP INVL: PORM HEAT: MEAT PROM GAS FUELED EQUIPMENT - 12 MATCHIAL TYPE: Gasoline - 23 MATERIAL FORM: Fuel HETHOD ERT: PREGMINECTED LINES, MATER ON APP - 65 - 5 LEVEL ORIGIN: Grade Level to 9 fact above grad LOSS PROPI 4500 LOSS CONT: 0 SECTION D - COMPLETE FOR STRUCTURE FIRE STORJES: 0 COSS TYPE: PETPHT OF DAMAGE FIRE DAM: DOOKE DAH: DET PERF: SPE PERF:

PARE NO. AGOS 538 FO61 01-31-2005 11:09

Artington Texas Fire Department

adı sanı INCIDENT: 05001947 TYPE MATE

18G-DATE: 01-28-2005 VERSION: ORIGINAL ENP NO.1 000

AVE TRAVEL:

TORM OF MATERIAL GENERATING THE HOST SMOKE FORM MAT:

EACS-885-LC-1390

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PAGE 100,0003 539

PG61 01-31-2005 18:09

Arlington Texas Pire Department

950: W2701

[HC[GENT: 05001947

EXP NO.: 000

INC-OATE: 01-28-2005

VERSION: ORIGINAL

SECTION - E FOR HOBILE PROPERTY INVOLVED

(EUR; 1995

ANCE: POR

MODEL: F130

SERIAL NO.: 1FTEF19

WENT LIC NO.; SREVES

FOR EQUIPMENT INVOLVED

TEAR

4

MAKE:

MODEL:

SERIAL NO.:

SECTION # - CONCENTE

REPORTING UNIT: QUÍNT #5

- 06

Ford F130 on firm in the driveway. Engine compartment involved with the finnes and heat redisting towards the garage door of the structure. E6 pulled a 150' booster and attacked the fire with tank unter. 66 took command and did a primary search and objected for extension into the structure. Equidents were still in the house, but they were dressed and had their dop on a leash, 260 told them to exit. 66 creat completed primary and found no evidence of extension. Residents stated they had an operating emoke detector, Hold 95/86.

REPORTING UNIT: QUINT #5

04

Fire extinguished with tank seter. Mr. Hargis stated that the express and been worked on, Medically, Fire started in the upper Afdele part of the engine compensate where the fuel transfer equipment is located, each less had been do the truck sere inched. 260 got the keys from the owner to unlock the weblicle. The vehicle had lest been driven and parked around 1800 on the 27th. No ppy recessary incide the attructure. Investigator, 441, contacted, No will be out later this AM. Mothing to follow....291

## Section V ATTACHMENT C

Résumés

## Section V ATTACHMENT D



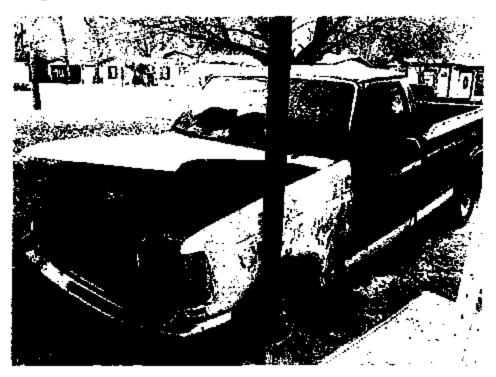
### Photographs

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

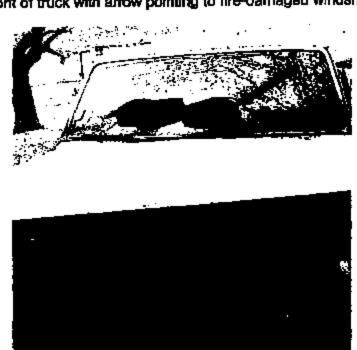
PHOTOGRAPH 1: View showing right-front corner of truck.



PHOTOGRAPH 2: View showing left-front corner of truck.



PHOTOGRAPH 3: View showing front of truck with arrow pointing to fire-damaged windshield.



PHOTOGRAPH 4: View showing right side of truck.



PHOTOGRAPH 5: View showing left side of truck.



PHOTOGRAPH 6: View showing left-rear corner of truck.



PHOTOGRAPH 7: View showing right-rear corner of truck.



PHOTOGRAPH 5: View showing undamaged rear of truck,

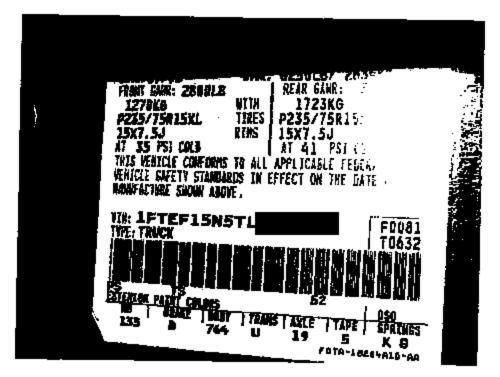


#### PHOTOGRAPH 9:

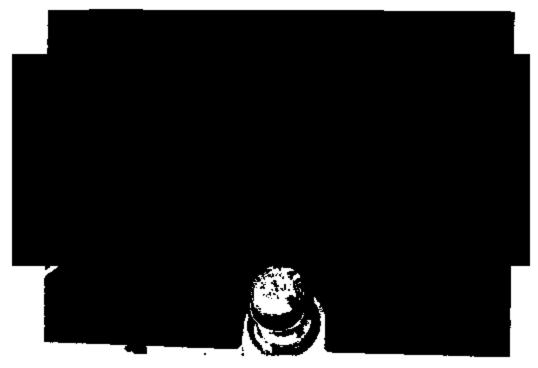
View showing circular heat pattern on topside of engine compartment cover directly above the brake master cylinder.



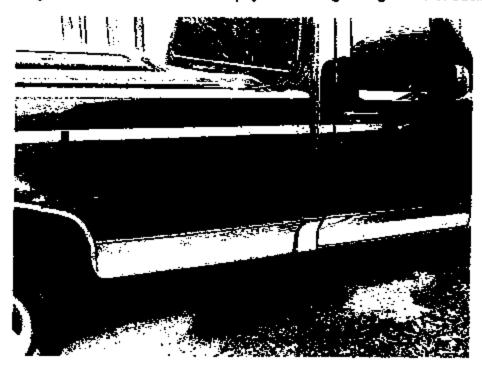
PHOTOGRAPH 10: View showing trucks VIN number.



PHOTOGRAPH 11: View showing the truck's rear Texas ficense plate.



PHOTOGRAPH 12: View showing evidence of non-fire-related physical damage to right side of truck.



#### PHOTOGRAPH 13:

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View showing interior of fire-damaged passenger compartment as seen looking left to right. Note arrow pointing to fuse panel location in melted mass of dash plastic.



PHOTOGRAPH 14: View showing close-up of melted left dash area and fuse panel location.



#### PHOTOGRAPH 15:

View showing right side of dash area with arrows pointing to location where fire entered the passenger compartment from the engine compartment through factory-cut openings in firewall.



PHOTOGRAPH 16: View showing interior side of fire-damaged windshield.

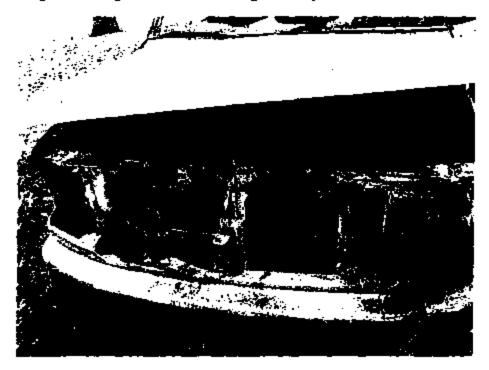


#### PHOTOGRAPH 17:

View showing evidence of heat stress patterns on passenger compartment side of dash. This heat pattern is the result of the fire originating at the brake master cylinder.



PHOTOGRAPH 18: View showing fire damage to front side of engine compartment.



#### PHOTOGRAPH 19:

View showing engine compartment with arrow pointing to brake master cylinder location where fire originated.



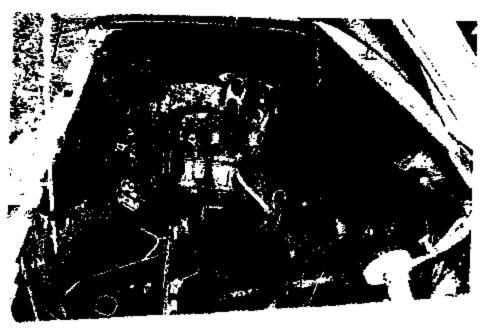
#### PHOTOGRAPH 20:

View showing engine compartment as seen looking right to left. Note arrow pointing to brake master cylinder location.



#### PHOTOGRAPH 21:

View showing engine compartment as seen looking left to right. Note arrow pointing to brake master cylinder location.



PHOTOGRAPH 22: View showing topaide of truck's engine.



PHOTOGRAPH 23: View showing location where fire originated involving the brake master cylinder.

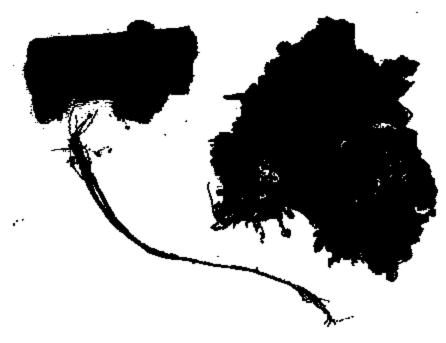


PHOTOGRAPH 24: View showing remains of brake master cylinder in debris on drive below truck.



#### PHOTOGRAPH 25:

View showing recovered remains of brake master cylinder.



#### PHOTOGRAPH 28:

View showing the trucks under-dash fuse panel after it was recovered from the melted dash plastic.



#### PHOTOGRAPH 27:

Close-up view showing the under-dash fuse panel with an arrow pointing to the involved fuse location.

