FILED

AT_____O'CLOCK____M

CAUSE NO. C-5161-05-H

[redacted]

VS.

FORD MOTOR COMPANY, TEXAS INSTRUMENTS, INC., E.I., and PAYNE MOTORS INC. d/b/a WESLACO FORD-MERCURY and WESLACO MOTORS

IN THE DISTRICT COURT OF

MAR 14 2005

HIDALGO COUNTY, TEXAS OMAR GUERRERO, CLERK
District Courts, Hidalgo County
By_____Deputy

389TH JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiffs, [redacted] complaining of Ford Motor Company ("Ford"), Texas Instruments, Inc. ("TI") Payne Motors Inc. d/b/a Weslaco Ford-Mercury and Weslaco Motors ("Payne") and Weslaco Motors and would show unto the court as follows:

1. Parties & Venue:

Plaintiffs [redacted] are from Hidalgo County, Texas.

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

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

Defendant, Payne Motors Inc d/b/a Weslaco Ford-Mercury and Weslaco Motors, may be served with process, by certified mail, return receipt requested, by serving its registered agent, E. M. Payne, 2401 E. Expressway 83, Weslaco, Texas 78596.

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

2. Discovery Control Plan

The Plaintiffs move the court to enter a discovery control plan pursuant to TRCP §190.4 which includes two sets of interrogatories of no more than 30 written interrogatories, excluding interrogatories asking a party only to identify or

authenticate specific documents. Plaintiffs will submit a proposed discovery control plan after conversing with Defendants' counsel.

3. Facts and Background

Plaintiffs, [redacted] purchased a 1997 Ford F-150 4x4 Lariatt pick up truck (VIN 1FTDX08W8VK[redacted]) from Payne Motors Inc. manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI.

On or about November 28, 2004 [redacted] parked his F-150 in his driveway at his Hidalgo County residence at [redacted] Weslaco, Texas. The defective speed control deactivation switch either solely or in combination with the "KAPTON$_e$" and/or other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire which originated in the vehicle and consumed Plaintiffs' vehicle and damaged Plaintiffs' residence.

4. Negligence

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

As to Defendants, Ford, TI, and Payne:

a. In failing to timely and properly notify Plaintiffs of the defective condition of their vehicle;

b. In failing to remedy the defective condition;

c. In failing to advise authorized Ford dealerships to remedy the defective condition;

d. In failing to properly monitor and locate vehicle registrations to identify and locate customers, such as Plaintiffs, who own defective vehicles;

e. In failing to advise Plaintiffs' not to park the automobile in a garage, carport or items capable of catching fire;

f. In manufacturing and distributing Plaintiffs' vehicle without correcting defects;

g. In failing to adequately investigate fires occuring in the subject vehicle line which included a similar cause and origin of the fires in question;

h. In failing to institute a timely or effective vehicle recall campaign;

I. By negligently designing the electrical circuit which controls the vehicles' cruise control;

j. By designing an electrical circuit that supplies continuous electrical power to the speed control switch when the vehicle is parked, not running with the ignition key off, thereby providing an ignition source for the fire;

k. By failing to provide adequate engineering design specifications to TI concerning the number of cycles the speed control deactivation switch would encounter over the subject vehicles' foreseeable life. Additionally, Ford failed to consider or provide switch cycle data created by the vehicles' anti-lock brake, suspension leveling and traction control systems;

l. By failing to provide adequate engineering design specifications to TI;

m. By failing to include an adequate electrical current limiting device in the electrical circuit which supplies power to the switch;

n. By instituting an unreasonable date of production to achieve "Job One;"

o. In failing to adequately manufacture, investigate, engineer and/or test the speed control switch prior to distribution to Ford for inclusion into the subject vehicles;

p. In failing to design a speed control switch which does not allow the intrusion of corrosive substances in contact with the electrical components of the switch;

q. In failing to test the speed control switch prior to distribution based on foreseeable electrical, thermal, cyclical, and environmental conditions the switch would encounter during the expected life of the vehicle and/or speed control switch;

r. In failing to consider previous failure and/or engineering problems associated with the use of "KAPTON®" in similar hydraulic pressure switches where chemical attack, mechanical forces, and/or manufacturing processes were suspected but not considered during the design, manufacture and/or marketing of the speed control deactivation switch installed on Plaintiffs' vehicles;

s. In failing to advise Ford and/or the Plaintiffs that "KAPTON®" failures had occurred in other similarly designed pressure switches;

t. In supplying and/or distributing defective components for installation in vehicles such as Plaintiffs without correcting such defects;

u. By failing to design and manufacture the switch with electrical components which would not corrode and cause an electrical short and fire; and

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

5. Breach of Warranty between TI and Ford

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

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

6. Gross Negligence

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

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

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

7. Damages

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

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

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

REQUEST FOR RELIEF

(a) Plaintiffs request that Defendants be cited according to law to appear and answer;

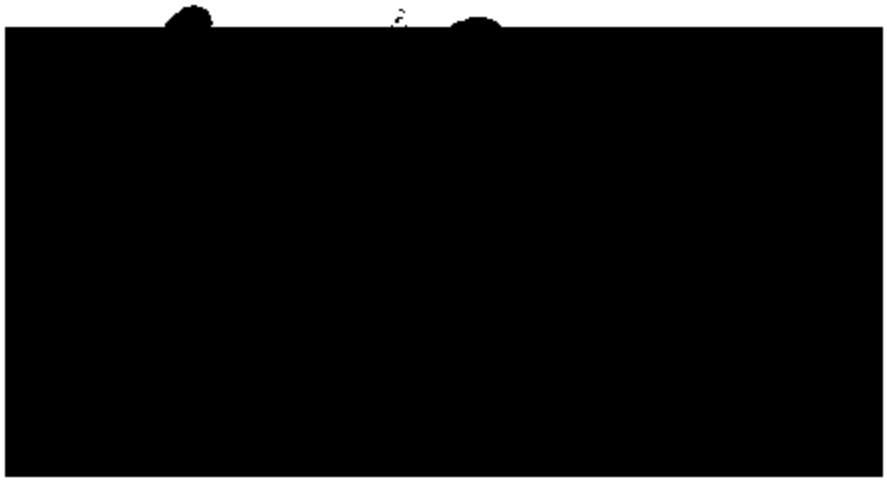
(b) Plaintiffs demand judgment against Defendants for all actual damages within the jurisdictional limits of the Court and for attorneys' fees, and all statutory additional [or exemplary] damages as set forth above, costs of court, and prejudgment and post judgment interest at the highest lawful rates;

(c) Plaintiffs also ask for such other relief to which they may be entitled

Respectfully submitted:

By: _____

Norman Jolly
TBA# 10856920
Michael Jolly
TBA# 10856910
1018 Preston, 4th Floor
Houston, Texas 77002
(713) 237-8383
Fax: (713) 237-8385



834251

COPY

CAUSE NO. _____

[redacted]	)(	IN THE COUNTY COURT
INSURANCE		C.C.C.L. #4
VS.	)(	AT LAW NO. _____
FORD MOTOR COMPANY	)(	HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION & REQUEST FOR DISCLOSURE

A. Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 1 of Texas Rule of Civil Procedure 190.2 because this suit involves only monetary relief aggregating not more than $50,000, excluding court costs, prejudgment interest, and attorney fees.

B. Parties

2. Plaintiff is [redacted] Insurance, a general agency doing business in Texas and whose address is [redacted] Dallas, Texas [redacted]

3. Defendant is Ford Motor Company a corporation doing business in Texas whose agent for service is CT Corporation Systems and the registered agent is 350 N. St Paul Dallas, Texas 75201

C. Jurisdiction

4. This case is for damages under $13,215.97 and the court has jurisdiction of the case

D. Venue

5. The court has venue due to a negligent act occurring in the city of La Porte, Harris County, Texas.

E. Facts

6. Plaintiff is an insurance general agency and carried an automobile policy on the auto of Marley O. and Emma Garcia. The auto damages when the vehicle was parked in the garage of the insured and suddenly caught on fire at the home of the insured in La Porte Texas on or about January 10 2005.

The defendant is the manufacture of the vehicle which was and is a 1999 Ford Expedition. The cause of the damages is due to a manufacturing and design flaw which caused the vehicle to catch on fire. The fire occurred in the cruise control or near the cruise control and appears to be the types of problem that the defendant has issued recall notices on. The defendant was negligent in the manufacturing of the vehicle and the defendant's negligence is the proximate cause of the damages herein stated.

F. Damages

8. Plaintiff seeks liquidated damages in the amount of at least $13,215.97.

G. Disclosure

9. Plaintiff seeks disclosure under 194.2 and all its subparts of the Texas Rules of Civil Procedure which shall be answered 30 days after the service upon the defendant.

H. Prayer

10. For these reasons, plaintiff asks that defendant be cited to appear and answer and, on final trial, that plaintiff have judgment against defendant for $13,215.97, judgment interest and cost.

Respectfully Submitted,

Durward D. Moore
Attorney for the Plaintiff
State Bar No. 14327000
Post Office Box 38013
Dallas, Texas 75238
Tele: 214 369 7090

Fax: 972 355 2379

CITREG

CITATION

THIS PROCESS WAS SERVED UPON YOU

AT ____ O'CLOCK ____M

DALLAS COUNTY, TEXAS

BY ____ Deputy

THE STATE OF TEXAS

TO: FORD MOTOR COMPANY
CT CORPORATION SYSTEM
350 N. ST. PAUL STREET
DALLAS, DALLAS COUNTY, TEXAS 75201

DEFENDANT, in the hereinafter styled and numbered cause:

YOU ARE HEREBY COMMANDED TO APPEAR BEFORE THE 38TH DISTRICT COURT of Medina Coun Texas, to be held at the Courthouse of said County, in the CITY OF HONDO, MEDINA COUN TEXAS, by filing a written answer to

the petition of plaintiff at or before 10 o'clock A.M. of the Monday next after t expiration of 20 days after the date of service hereof, a copy of which accompanies th citation, in

CAUSE NO. 05-01-17211-CV

STYLED, FIRE INSURANCE EXCHANGE AS SUBROGEE OF SCOTT HOWARD PLAINTI

VS. FORD MOTOR COMPANY DEFENDA

filed in said court on the 10TH day of JANUARY, 2005.

Plaintiff is represented by RUSSELL G. LITTLE

whose address is 11211 KATY FREEWAY, SUITE 610

HOUSTON, TEXAS 77079

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, in Hondo, Texas this the 11TH day of JANUARY, 2005.

DISTRICT COURT OF MEDINA COUNTY, TEXAS

M. EVA SOTO
M. EVA SOTO, DISTRICT CLERK,
MEDINA COUNTY, TEXAS
MEDINA COUNTY COURTHOUSE, ROOM 209
HONDO, TEXAS 78861

By Cindy Soule Deputy

****

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 O'CLOCK A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU.

****

COPY

ERNS-005-LC-1415

492605
of Rec.

CIVIL SUIT NUMBER 2004-874

[redacted] 4th JUDICIAL DISTRICT COURT

VERSUS PARISH OF MOREHOUSE

FORD MOTOR COMPANY STATE OF LOUISIANA

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come [redacted], petitioner, who wish to supplement and amend its original petition as follows:

I.

By amending Paragraph 6 of its original Petition for Damage to read as follows:

"6

Ford Motor Company is liable unto petitioners for all damages set forth herein as based upon information and belief while the engine, was shut off, power continued to flow to the cruise control switch, causing it to shore circuit, and start the fire."

II.

By adding Paragraph 6a. of its original Petition for Damages to read as follows:

"6a.

Due to Ford's failure to properly design the cruise control switches and properly manufacturing the mechanism that shuts off the speed control device the fire occurred in the 1997 Ford F-150 vehicle owned by Timothy Thompson."

III.

Petitioner reiterates all allegations of fact previously asserted by petitioner in these proceedings.

WHEREFORE, PETITIONERS PRAY, that this First Supplemental and Amending Petition be filed as prayed for and in accordance with law, and that defendants be served and cited to appear and answer same, and after all legal delays and due proceedings had, there be judgment herein in favor of petitioner and against defendants, in solido, for all sums due as

EXHIBIT-005-LC-1416

prayed for, together with legal interest thereon from date of judicial demand until paid, and for all costs of these proceedings.

Respectfully submitted,

ARMOUR LAW FIRM
(A Limited Liability Company)

By: _____

Bonita Prevett-Armour
1744 Jackson Street
P. O. Box 710
Alexandria, Louisiana 71309
(318) 442-6611
(318) 442-4719 - fax
La.Sup.Ct. Bar Roll #21827

Attorneys for State Farm Mutual Automobile Insurance Company

PLEASE SERVE – WITH THE FIRST SUPPLEMENTAL AND AMENDING PETITION:

FORD MOTOR COMPANY
Through its attorney of record
Michael B. Alker
434 N. Columbia Street, Suite 200
Covington, Louisiana 70433

CIVIL SUIT NUMBER: 2004-874

[redacted] 4th JUDICIAL DISTRICT COURT

VERSUS PARISH OF MOREHOUSE

FORD MOTOR COMPANY STATE OF LOUISIANA

ORDER

CONSIDERING THE FOREGOING, it is

ORDERED that the First Supplemental and Amending Petition of State Farm Mutual Automobile Insurance Company be filed and served as prayed for and in accordance with law.

Bastrop, Louisiana, this ____ day of _____, 2005.

_____
4th JUDICIAL DISTRICT JUDGE

E005-005-LC-1418

CIVIL SUIT NUMBER _____

[redacted]

4th JUDICIAL DISTRICT COURT

VERSUS 2004-874

PARISH OF MOREHOUSE

FORD MOTOR COMPANY

STATE OF LOUISIANA

FEB 11 11 03 AM '04
M. MICHELLE ANDERS
CLERK 533

PETITION FOR DAMAGES

The petition of [redacted] foreign insurance corporation authorized to do and doing business in the State of Louisiana, with respect represents:

1.

Made defendant herein is **Ford Motor Company**, a foreign corporation, who may be served through its agent for service of process, CT Corporation Systems, 8550 United Plaza Blvd., Baton Rouge, Louisiana.

2.

Defendant is justly and truly indebted unto petitioner for such sums as are reasonable in the premises, together with legal interest from date of judicial demand until paid, and for all costs of these proceedings.

3.

On or about December 29, 2003, [redacted] was operating a 1997 Ford F-150 pickup that was manufactured by defendant, Ford Motor Company. [redacted] returned home and parked the 1997 Ford F-150 near his home when the vehicle caught fire, causing a total loss to the vehicle, in Morehouse Parish, Louisiana.

4.

As a direct result of the above described fire, the [redacted] vehicle was rendered a total loss.

5.

The cause of the aforementioned fire was latent and/or hidden manufacturing defects that existed at the time of the purchase by [redacted]

...LINKED TO SECTION 2

6.

Ford Motor Company is liable unto petitioners for all damages set forth herein as the vehicle was unreasonably dangerous in construction and composition because design defects caused heat from electrical short-circuit arcing to occur.

7.

The above described defects are also redhibitory and are the result of defects that have rendered the vehicle useless, or its use so inconvenient, that it must be presumed that [redacted] would not have purchased the vehicle if she had known of the defects at the time of the sale thereof.

8.

[redacted] was neither aware of the defects existing at the time of the sale of the subject vehicle, nor should he have been presumed to discover such defects as a reasonably prudent buyer.

9.

As the manufacturer, Ford Motor Company has actual knowledge of the redhibitory defects and is not entitled to notice and opportunity to repair said defects, which in this case is impossible due the nature of the loss sustained.

10.

In violation of the warranty against redhibitory defects, Ford Motor Company caused the damage or injuries complained of herein, both legally and in fact.

11.

At all times pertinent hereto, there was in full force and effect a policy of insurance, issued by State Farm Mutual Automobile Insurance Company in favor of [redacted] providing coverage for such damages as sustained by the [redacted] vehicle and, as a result of such contractual commitment, State Farm Mutual Automobile Insurance Company paid to [redacted] certain sums under the comprehensive provisions of said insurance policy, said amount being the value of the [redacted] vehicle. State Farm Mutual Automobile Insurance Company is therefore legally, contractually and conventionally subrogated to the rights of its insured.

Petitioner seeks an award just and adequate under the premises herein, however, the amount sought is below the jurisdictional limits required for a trial by jury.

WHEREFORE, [redacted]

1) That this petition be filed and that the defendant be served with a copy of same and cited to appear and answer said petition within the delays allowed by law;

2) That after trial be had, there be judgment rendered herein in favor of plaintiff, [redacted], and against defendant, FORD MOTOR COMPANY, for all sums due in the premises, together with legal interest on all sums from date of judicial demand until paid, and for all costs of these proceedings; and

3) For all orders necessary and proper in the premises, and for full, general, and equitable relief.

Respectfully submitted,

ARMOUR LAW FIRM
(A Limited Liability Company)

By:_____
Bonita Prescott-Armour
1744 Jackson Street
P. O. Box 710
Alexandria, Louisiana 71309
(318) 442-5611
(318) 442-4719 - fax
La.Sup.Ct. Bar Roll #21827

Attorney for State Farm Mutual Automobile Insurance Company

PLEASE SERVE:

Ford Motor Company
CT Corporation Systems
8550 United Plaza Blvd.
Baton Rouge, Louisiana

CIVIL SUIT NUMBER _____

[redacted] 4th JUDICIAL DISTRICT COURT

VERSUS 3004-674 PARISH OF MOREHOUSE

FORD MOTOR COMPANY STATE OF LOUISIANA

REQUEST FOR NOTICE

In accordance with the provisions of the Louisiana Code of Civil Procedure, you are hereby requested to give us written notice, by mail, ten (10) days in advance of the date fixed for trial of this case, whether on exceptions, rules or the merits thereof.

In accordance with the provisions of the Louisiana Code of Civil Procedure, you are also requested to send us immediate notice of any order of judgment made or rendered in this case, upon entry of such order of judgment.

Respectfully submitted,

ARMOUR LAW FIRM
(A Limited Liability Company)

By: _____

Bonita Preuit-Armour
1744 Jackson Street
P. O. Box 710
Alexandria, Louisiana 71309
(318) 442-6611
La.Sup.Ct. Bar Roll #21827

Attorneys for State Farm Mutual Automobile Insurance Company

ARMOUR
LAW FIRM
(A Limited Liability Company)

Bonita Prescott-Armour
Rebecca T. Boyett
Mayme Holt Brown
Allison N. Benoit

Of Counsel:
Stacy J. McQuillin

1744 Jackson Street
Alexandria, Louisiana 71301
P. O. Box 718
Alexandria, Louisiana 71309

Telephone: (318) 442-6611
Facsimile: (318) 442-4719
Toll Free: 877-442-6611
bkparmour@armourlaw.net

November 16, 2004

Mr. Shawn Norton
Ford Motor Company
Parlane Towers West
Suite 300
Three Parklane Boulevard
Dearborn, MI 48126-2568

CL 5/04

RE: Claim Number : [redacted]
Insured :
Responsible Party : Ford Motor Company
DOL : December 28, 2003
Our File : 04-268

Dear Mr. Norton:

In response to your correspondence dated October 14, 2004, please see attached requested information with regards to the above referenced matter.

1. Attach statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss. A complete description of the incident, including events that occurred prior to and subsequent to the loss has been requested and will be provided upon receipt.
However, I have attached a copy of the report from the City of Bastrop.

3. ORIGINAL COLOR PHOTOS of the vehicle's collision/fire damage and the alleged defective parties, from several different angels.
Plaintiff is not in possession of the original color photos, however, I am enclosed please find color copies of photographs taken of the fire damage to the 1997 F150.

- Bastrop LA
- VIN

8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes.
A complete copy of the service history has been requested and will be provided upon receipt of same.

Very truly yours,

ARMOUR LAW FIRM
(A Limited Liability Company)

By:_____
Bonita Preuett-Armour

BPA:cli
Enclosure

RECEIVED OCT 21 2004

PRIVILEGED & CONFIDENTIAL

Office of the General Counsel

Ford Motor Company
Parklane Towers West
Suite 306
Three Parklane Boulevard
Dearborn, Michigan 48126-2568

October 14, 2004

Armour Law Firm
PO BOX 710
Alexandria, LA 71309
ATTENTION: BONITA PREUETT-ARMOUR

Re: Claimant: [redacted]
D/O/E:
Your Claim #: 260320

Dear Ms. Preuett-Armour:

We acknowledge your recently submitted subrogation claim. In order to assist us in evaluating your claim, we request that you provide us with the following information: (Please note that the information requested is in regard to the Ford manufactured vehicle.)

☒ 1. Attach statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss.
☐ 2. A copy of the police and/or fire report.
☒ 3. ORIGINAL COLOR PHOTOS of the vehicle's collision/fire damage & the alleged defective parts, from several different angles.
☐ 4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
☐ 5. Original color photographs of the accident / fire scene from several different angles.
☐ 6. Attach a copy of your expert's report and the expert's original photographs.
☐ 7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
☒ 8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes.

Please answer the following in the space provided. If you need additional space, please use the back of the form;

9. What was the city and state of occurrence: NA Pineville, LA
10. The 17 digit vehicle identification number: NA 1FTDX07W3XVK[redacted]
11. What was the mileage at time of occurrence: N/A
12. What is the alleged defect: N/A
13. Has the alleged defective part been repaired or replaced? (circle one) ~~Yes or No~~ unknown

14. What is the current location of the vehicle, and the alleged defective part(s)?
Information has been requested and will be provided upon receipt.

15. List all after market additions or modifications that were made to the vehicle:
Information has been requested and will be provided upon receipt

16. Was the engine running? (circle one) Yes or No

17. Were the keys in the ignition? (circle one) Yes or No

18. Was this vehicle purchased new or used: See answer to #15.
If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: See answer to #15.

Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

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

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

Sincerely,

Shawn L. Norton
Claims Analyst /
Litigation Assistant

A — FDID 34001 | State TX | Incident Date MM 12 DD 29 YYYY 2003 | Station 372 | Incident Number 03-0009502 | Exposure 000 | Delete | Change | No Entity | NFIRS-1 Basic

B Location*

- [x] Street address
- [ ] Intersection
- [ ] In front of
- [ ] Near or
- [ ] Adjacent to
- [ ] Directions

[redacted]

Apt./Suite/Room | Bastrop City | TX State | [redacted] Zip Code

C Incident Type * — 131 | Passenger vehicle fire

D Aid Given or Received*

1 [ ] Mutual aid received
2 [ ] Automatic aid rec'd.
3 [ ] Mutual aid given
4 [ ] Automatic aid given
5 [ ] Other aid given
N [x] None

Their FDID | Their State

Their Incident Number

E1 Date & Time — Midnight is 0000

	Month	Day	Year	Hr Min Sec
Alarm *	12	29	2003	20:42:00
Arrival *	12	29	2003	20:44:00
Controlled				
Last Unit Cleared	12	29	2003	20:50:00

E2 Shift & Alarms — C | 01 | 000

E3 Special Studies

F Actions Taken *

11 | Extinguish — Primary Action Taken (1)

04 | Investigate — Additional Action Taken (2)

Additional Action Taken (3)

G1 Resources * — [ ] Check this box and skip this section if an Apparatus or Personnel form is used.

	Apparatus	Personnel
Suppression	0001	0002
EMS		
Other	0001	0001

[ ] Check box if resource count includes mutual aid received resources.

G2 Estimated Dollar Losses & Values

Losses: Register for all items if known. Optional for non fires.

Property	$	020,000
Contents	$	003,000

Non-Insurance Value: Optional

Property	$	020,000
Contents	$	003,000

Completed Modules: [x] Fire-1 | [ ] Structure-2 | [ ] Civil Fire Cas.-4 | [ ] Fire Serv. Cas.-5 | [ ] EMS-6 | [ ] Arson-7 | [ ] Wildland Fire-8 | [x] Apparatus-9 | [x] Personnel-10 | [ ] Arson-11

H1 Casualties — Deaths | Injuries

Fire Service | Civilian

H2 Detector — Required for Confined Fires.

1 [ ] Detector alerted occupants
2 [ ] Detector did not alert them
U [ ] Unknown

H3 Hazardous Materials Release

N [ ] None
1 [ ] Natural Gas
2 [ ] Propane gas
3 [ ] Gasoline
4 [ ] Kerosene
5 [ ] Diesel fuel/fuel oil
6 [ ] Household solvents
7 [ ] Motor oil
8 [ ] Paint
9 [ ] Other

I Mixed Use Property

NN [ ] Not Mixed
10 [ ] Assembly use
20 [ ] Education use
30 [ ] Medical use
40 [ ] Residential use
51 [ ] Use of stores
53 [ ] Enclosed mall
58 [ ] Mer. & Residential
59 [ ] Office use
60 [ ] Industrial use
61 [ ] Military use
65 [ ] Farm use
00 [ ] Other mixed use

J Property Use* — Structures

131 Church, place of worship	341 Clinic, clinic type infirmary	539 Household goods, sales, repair
161 Restaurant or cafeteria	342 Doctor/dentist office	579 Motor vehicle/boat sales/repair
162 Bar/tavern or nightclub	361 Prison or jail, not juvenile	571 Gas or service station
213 Elementary school or kindergarten	419 1-or 2-family dwelling	599 Business office
215 High school or junior high	429 Multi-family dwelling	615 Electric generating plant
241 College, adult education	439 Boarding/rooming house	629 Laboratory/science lab
311 Care facility for the aged	449 Commercial hotel or motel	700 Manufacturing plant
331 Hospital	459 Residential, board and care	819 Livestock/poultry storage(barn)
	464 Dormitory/barracks	882 Non-residential parking garage
	519 Food and beverage sales	891 Warehouse

Outside

124 Playground or park	936 Vacant lot	881 Construction site
655 Crops or orchard	938 Graded/cared for plot of land	884 Industrial plant yard
669 Forest (timberland)	946 Lake, river, stream	
807 Outdoor storage area	951 Railroad right of way	Indicate only one property use code, that if you have not checked a Property Use field
819 Dump or sanitary landfill	960 Other street	Property Use 419
931 Open land or field	961 Highway/divided highway	Residential street, road or
	962 Residential street/driveway	

K1 Person/Entity Involved

[ ] Check this box if more persons or business locations. Then skip the other applicable address fields.

[ ] More people involved? Check this box and attach Supplemental Person (NFIRS-10) as necessary

K2 Owner [ ] Same as person involved? Then check this and skip the rest of this section.

[redacted] [redacted] [redacted] [redacted]

[redacted] [redacted] States [redacted]

[redacted] [redacted] Bastrop

TX [redacted]

L Remarks

Truck was burned under hood area front glass was busted and front cap was destroyed. Owner had most of the fire out when we arrived.

L Authorization

1127	Grimes, Ted Jamal	mgr		12	29	2003
[ ] 3248	Chook, Stanley Greg	CP		12	29	2003

Bastrop Fire Department 74001 12/29/2003 01-000502

EA85-005-LC-1428

A 34001 (Fire Dept ID) | TX (State) | Incident Date: 12 / 29 / YYYY 2003 | Shift: 3rd | Incident Number: 03-0000582 | Exposure: 000 | ☐ Delete ☐ Cancel ☐ No Activity | Status: Complete

B Property Details

B1. 0001 ☐ Not Residential
Enter the number of residential (living) units in building or origin section (do not all units known involved)

B2 ____ ☒ Buildings not involved
Number of buildings involved

B3 ____ ☐ None
Acres burned (estimate if true) ☐ Less than one acre

C On-Site Materials ☐ None
Enter up to three codes. Check one or more boxes for each code entered.
Complete if there were any chemicals, amounts of unidentified chemicals, or unusual or unfamiliar products or materials on the property, whether or not they became involved.

On site material (1): ____ ____
1 ☐ Bulk storage or warehousing
2 ☐ Processing or manufacturing
3 ☐ Packaged goods for sale
4 ☐ Repair or service

On site material (2): ____ ____
1 ☐ Bulk storage or warehousing
2 ☐ Processing or manufacturing
3 ☐ Packaged goods for sale
4 ☐ Repair or service

On site material (3): ____ ____
1 ☐ Bulk storage or warehousing
2 ☐ Processing or manufacturing
3 ☐ Packaged goods for sale
4 ☐ Repair or service

D Ignition

D1 00 Undetermined — Area of fire origin *

D2 00 Undetermined — Heat source *

D3 00 Undetermined — Item first ignited *
1 ☐ More than 1 item ignited or was confined to object of origin

D4 ____ ____ — Type of material first ignited / Required only if item first ignited could be of any kind

E1 Cause of Ignition
☐ More than 1? Use separate report. Fill in section G
1 ☐ Intentional
2 ☒ Undetermined
3 ☐ Failure of equipment or heat source
4 ☐ Act of nature
5 ☐ Cause under investigation
7 ☐ Cause undetermined after investigation

E2 Factors Contributing to Ignition
☐ None
Factor Contributing to Ignition (1): 00 None
Factor Contributing to Ignition (2): ____ ____

E3 Human Factors Contributing to Ignition
Check all applicable boxes
1 ☐ Asleep ☒ None
2 ☐ Possibly impaired by alcohol or drugs
3 ☐ Distracted person
4 ☐ Possibly mental disabled
5 ☐ Physically disabled
6 ☐ Multiple persons involved
7 ☐ Age was a factor
Estimated age of person contributed: ____
1 ☐ Male 2 ☐ Female

F1 Equipment Involved In Ignition
☐ None If equipment was not involved, skip to section G
Equipment Involved: ____ ____
Brand: ____
Model: ____
Serial #: ____
Year: ____

F2 Equipment Power
Equipment Power Source: ____ ____

F3 Equipment Portability
1 ☐ Portable
2 ☐ Stationary
Portable equipment normally can be carried by one person, is equipped to be used in multiple locations, and requires no tools to install.

G Fire Suppression Factors
Enter up to three codes. ☐ None
Fire Suppression Factor (1): ____ ____
Fire Suppression Factor (2): ____ ____
Fire Suppression Factor (3): ____ ____

H1 Mobile Property Involved
☐ None
1 ☐ Not involved in ignition, but damaged
2 ☐ Involved in ignition, but did not burn
3 ☒ Involved in ignition and burned

H2 Mobile Property Type & Make
MV Hauling rig — Mobile property type
FO Ford — Mobile property make
F-150 — Mobile property model
1997 — Year
[redacted] — Vehicle Identification Number
TX — State
[redacted] — VIN Number

Local Use
☐ Pre-Filled Fire Incidents
Some of the information presented in this report may be based upon reports from other Agencies
☐ Arson report attached
☐ Police report attached
☐ Coroner report attached
☐ Other reports attached

NFIRS-2 Revision 01/15/99

Bastrop Fire Department 34001 12/29/2003 03-0000582

ER05-005-LC-1429

HAAG
ENGINEERING CO.

[redacted]AND DAMAGE CONSULTANTS

Dallas, Texas
April 9, 2004

State Farm Insurance Co.
PO Box 52808
Shreveport, LA 71135-2808

Attention: Howard Hines

Re: [redacted] Ford F150
Fire
[redacted]
Bastrop, Louisiana
Date of Fire: December 28, 2003
State Farm File No: 18-0956-142
Haag File No: 1040197-118/129

As you requested, we have inspected the captioned vehicle to determine the origin and cause of a fire. Our inspection was conducted on March 12, 2004, following the original origin and cause inspection by Mr. Bo Roberts of Bo Roberts & Associates, Shreveport, Louisiana. This initial report covers work completed to date.

This engineering report has been written for your sole use and purpose and only you have the authority to distribute it to any other person, firm, or corporation. Haag Engineering Co. and its agents and employees do not have and do disclaim any contractual relationship with, or duty or obligation to, any party other than the addressee of this report and the principals for whom the addressee is acting. Only the engineers who signed this document have the authority to change its contents and then only in writing to you. This report addresses the results of work completed to date. Should additional information become available, we reserve the right to amend, as warranted, any of our conclusions.

DESCRIPTION

The involved vehicle was a 1997 Ford F150 XLT, Vehicle Identification Number (VIN) 1FTDX07WXV[redacted] The vehicle was a black, automatic transmission 3-door extended cab pickup truck equipped with cruise control, power steering, and power brakes. At the time of the fire, the vehicle had 96,389 miles on the odometer. The vehicle was manufactured in September 1996 and was equipped with a 4.8 liter V-8 engine.

PHOTOGRAPHS

BACKGROUND

We obtained background information from Mr. Bo Roberts of Bo Roberts & Associates. According to Mr. Roberts, about two weeks before the fire, the owner replaced a brake fuse that had burned out. The owner drove the vehicle on a long trip and noted that the cruise control ceased operating while he was driving. He took the vehicle home and parked it in his garage. About an hour and a half after he parked it, he noted that the truck was on fire and the fire was concentrated in the engine compartment on the driver's side toward the firewall. He was able to extinguish the fire while it was still contained to the engine compartment.

INSPECTION

At the time of our inspection, the vehicle was located at CoPart Auto Auctions, 5235 Greenwood Road, Shreveport, Louisiana. The apparent extent of burning was confined to the engine compartment, primarily on the driver's side, toward the firewall. The vehicle appeared to be undisturbed in the burned area. The brake master cylinder had been heavily burned but there was some plastic left melted on the brake fluid container closest to the firewall. The switch and associated wiring on the end of the master cylinder was burned, but mostly intact.

The fuse compartment was burned and covered with melted aluminum from the hood but was essentially intact. The cruise control module forward of the fuse box was also burned mostly on the exterior and toward the fuse box but was also primarily intact. The wiring harness across the top of the brake master cylinder and wiring from the fuse box and cruise control was burned free on insulation but we found no arcing of any wires. A solenoid about an inch long and 3/4 inch in diameter was hanging by two wires from the wiring harness. The copper on the solenoid was slightly sooted but an o-ring on one side of the solenoid was unburned and pliable. The solenoid appeared to have been burned from the top and plastic dripped down. Two other wires hanging down from the wiring harness had contacts on the end of them. The contacts were burned and what appeared to be an electronic component (possibly a resistor) was still attached to one of them.

Wires in the area of the fire were all intact except one of the wires on the switch at the end of the brake master cylinder, which had broken. The opposite end of the wire was intact and had a piece of melted aluminum on it.

The air filter case was mostly intact and had two holes in it where the fire had burned through the plastic exposing the interior portions. The paper air filter inside was intact. Other rubber and plastic components toward the top of the engine were melted and burned but in general, all components of the engine could be easily identified, with the exception of items that had been consumed in the immediate area of the brake master cylinder.

PHOTOGRAPHS

We photographed the area of the fire origin thoroughly and removed some of the melted hood that had fallen into the engine compartment to expose wires and components. We noted the wires coming through the firewall were intact and covered with insulation and wires toward the front of the engine were also intact and covered with insulation. The primary burning was around the master cylinder, and on top of the engine where secondary burning appeared to have occurred near ruptured fuel lines.

The remainder of the vehicle was intact. We inspected the brake switch on the brake pedal in the cab. The switch was located on the brake pedal attached to the rod that connects the brake pedal to the master cylinder. The switch opened when the brake was released and closed consistently when the brake pedal was touched. Approximately 1/4 inch of brake pedal movement operated the switch. This corresponded to approximately 1/32 of an inch of movement at the switch itself. We were unable to cause the switch to stick or find any malfunction of the switch or short-circuiting of wiring around the switch.

In order to preserve evidence, we stabilized fragile components in the engine and left them in place.

DISCUSSION

There have been many fires associated with the cruise control in 1997 Ford products that have a failure of the brake system reported by owners in the days preceding the fire. Usually, those reports indicate that a brake light or brake light fuse had to be changed. This fire appears to have followed this same pattern as many fires that have occurred in Ford Lincoln Town Cars and other models. In all of these fires, the cruise control brake shutoff switch or related components have been suspected as the cause of the fire.

Most of the fires involving the cruise control on Ford vehicles result in fires that consume so much of the vehicle engine, master cylinder, cruise control, and other affected components, that a determination of the exact cause of the fire is not possible. However, on this vehicle, with the exception of exterior plastic burning, the entire cruise control module, brake master cylinder, cruise control brake switch, and other similar components are intact. Additionally, components that are burned are still held in place by wiring, which is fragile, but still intact. Therefore, we recommended that the inspection be halted until Ford could be notified and Ford engineers could be involved in further inspection should Ford decide to do so. We were instructed to suspend this inspection based on that recommendation. This inspection has therefore been suspended pending notification of other parties.

PHOTOGRAPHS

PRELIMINARY CONCLUSIONS

Based on the background information we received and our inspection, we conclude the following:

1. The origin of the fire is near the firewall on the driver's side in the engine compartment of the pickup truck.

2. The cause of the fire appears to be related to a failure of the cruise control and may be related to a burned out brake fuse indicating a malfunction of the brake indication system on the vehicle prior to the fire.

ADDITIONAL WORK PROPOSED

Our inspection was suspended pending notification of other parties. Once the additional parties are present, the inspection can be completed and final conclusions reached. Note that this additional inspection will be destructive and fragile evidence must be removed and stored.

STATE OF LOUISIANA
MARK T. BABB
License No. [redacted]
PROFESSIONAL ENGINEER
4-12-04

Respectfully submitted,

HAAG ENGINEERING CO.

Mark T. Babb, P.E.
Louisiana Registration [redacted]

John D. Stewart, P.E.
Texas License [redacted]

MTB/JDS:djg

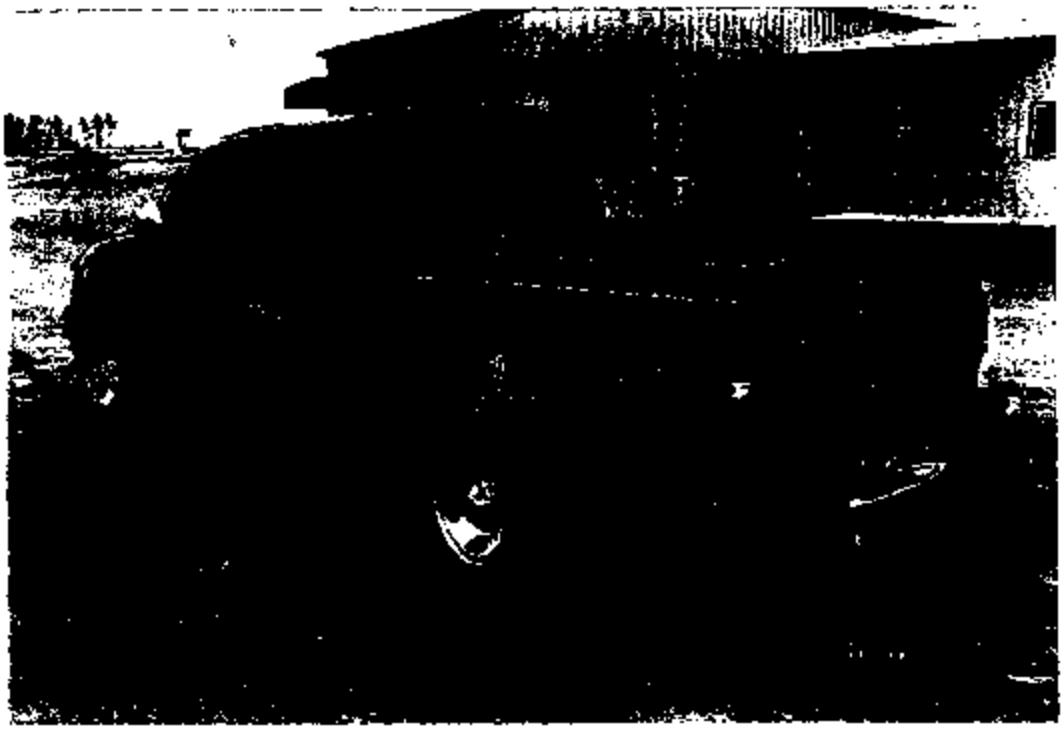
PHOTOGRAPHS

PHOTOGRAPH 1: Front passenger's side of the vehicle.

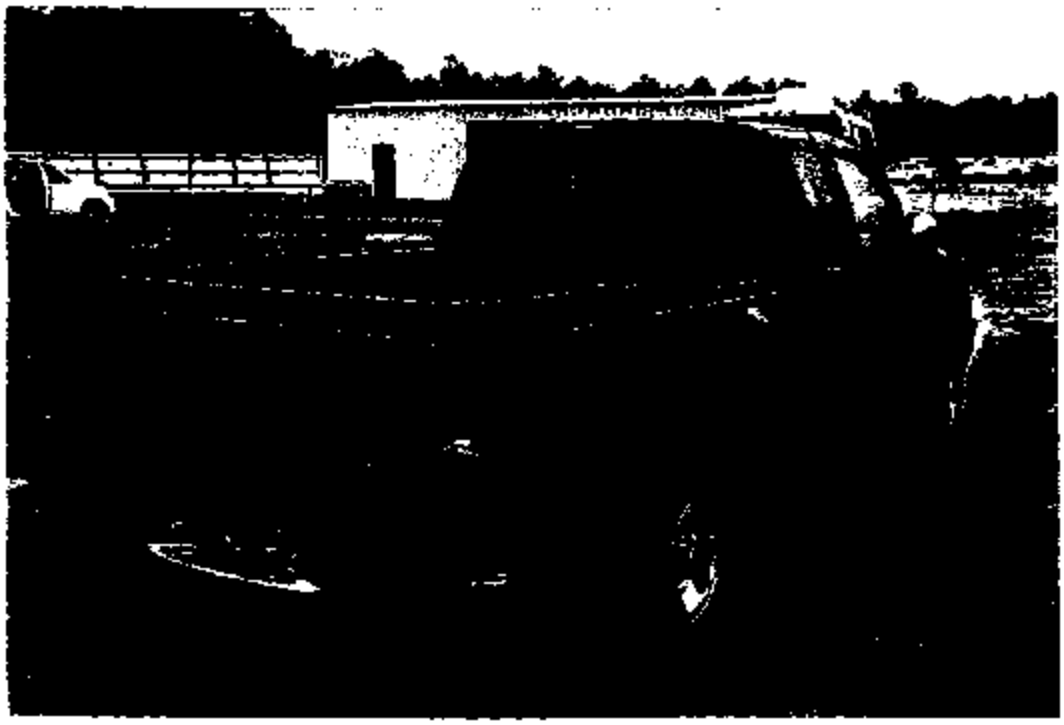
PHOTOGRAPH 2: Front driver's side of the vehicle.

State Farm and Casualty Company
[redacted] F150 Fire
Bastrop, Louisiana

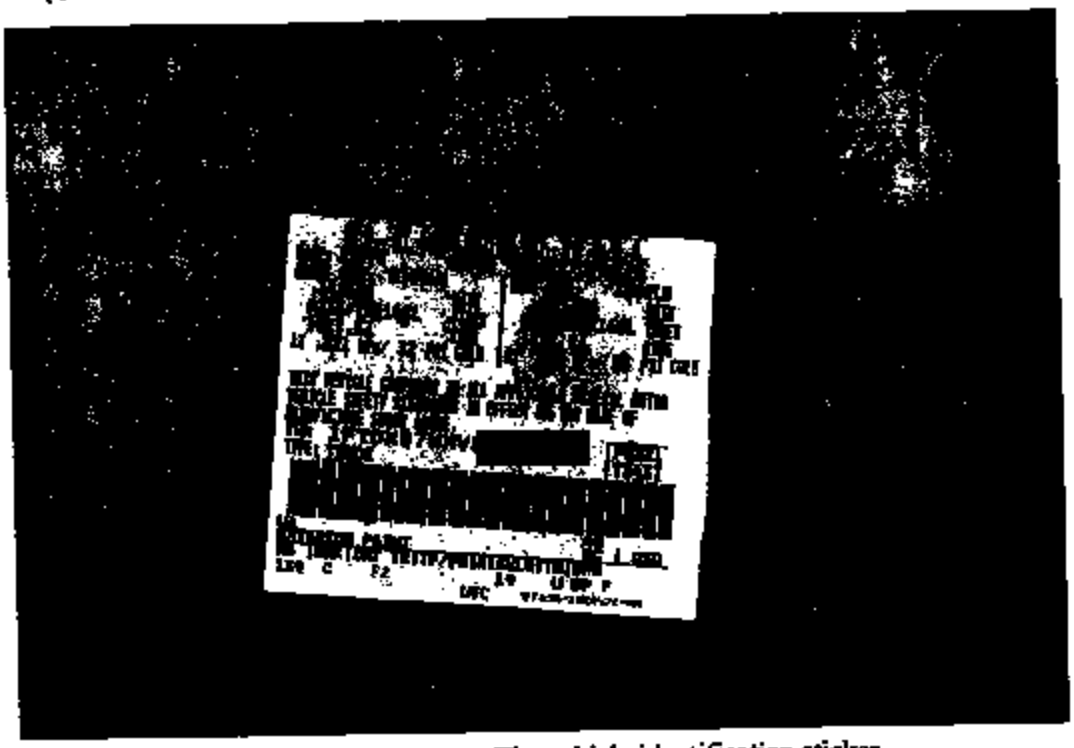
Photos taken March 12, 2004
Haag File No: 1040197-118/129



PHOTOGRAPH 3: Rear driver's side of the vehicle.



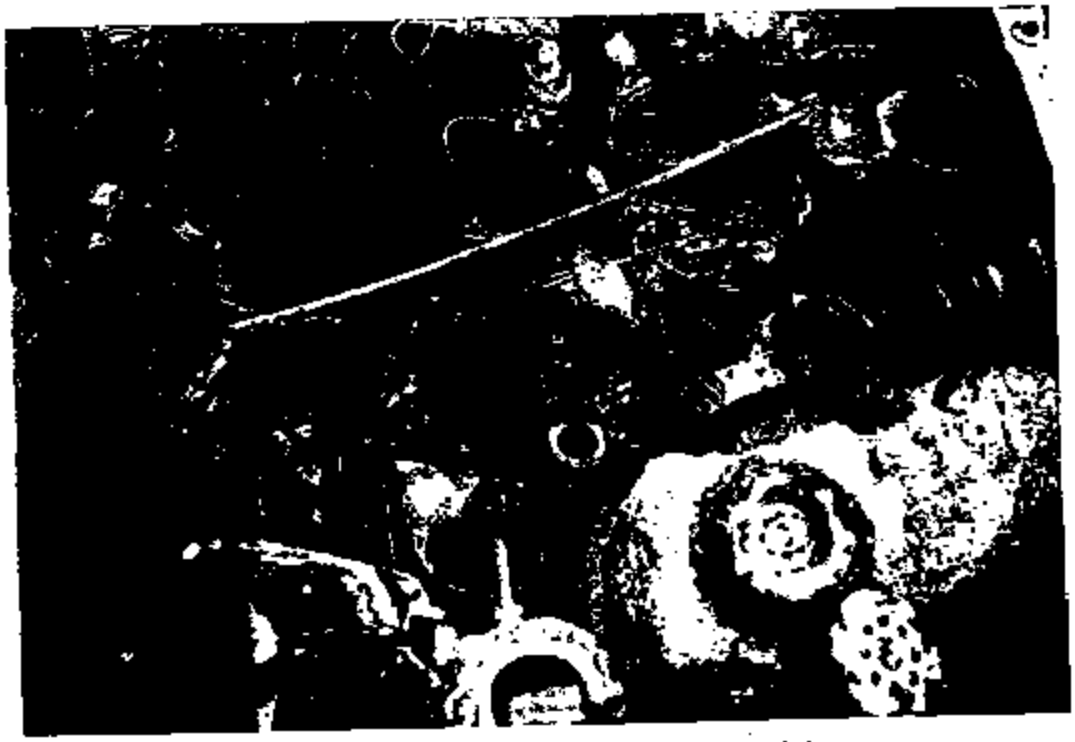
PHOTOGRAPH 4: Rear passenger's side of the vehicle.



PHOTOGRAPH 5: The vehicle identification sticker.

PHOTOGRAPH 6: A view of the engine compartment from the top prior to our inspection.

PHOTOGRAPH 7: A closer view of the engine compartment from the top.



PHOTOGRAPH 8: A view of the apparent origin area.

PHOTOGRAPH 9: The fuse box area.

PHOTOGRAPH 10: Various components were hanging from very fragile wires. We photographed them before touching them, as the wires were very fragile.

PHOTOGRAPH 11: Another burned engine component. This burned part contained a coil.

PHOTOGRAPH 12: A view of the burned coil in the previous photograph.

PHOTOGRAPH 13: These contacts were located in the origin area.

PHOTOGRAPH 14: Reverse side of the contacts.

State Farm Insurance Companies

State Farm Service Center
PO Box 52808
Shreveport, LA 71135

January 26, 2004

Ford Motor Company
Customer Relation Services
PO Box 6248
Dearborn, Mi 48121

RE: Claim Number: [redacted]
Date of Loss: December 28, 2003
Our Insured: [redacted]
Your Insured:
Your File #:
Amt. Coll: $pending
Amt. Medical $
Amt. Rental: $
Deductible: $250.00
Total Sub: $pending

Dear To Whom it may concern:

We have been informed that you are the insurance carrier for the party designated as your insured in the caption of this letter. Our investigation of this accident establishes that your insured was responsible for this accident.

Enclosed are supporting papers to document our loss.

Please accept this letter as notice of our subrogation rights and communicate with us regarding your position in this matter.

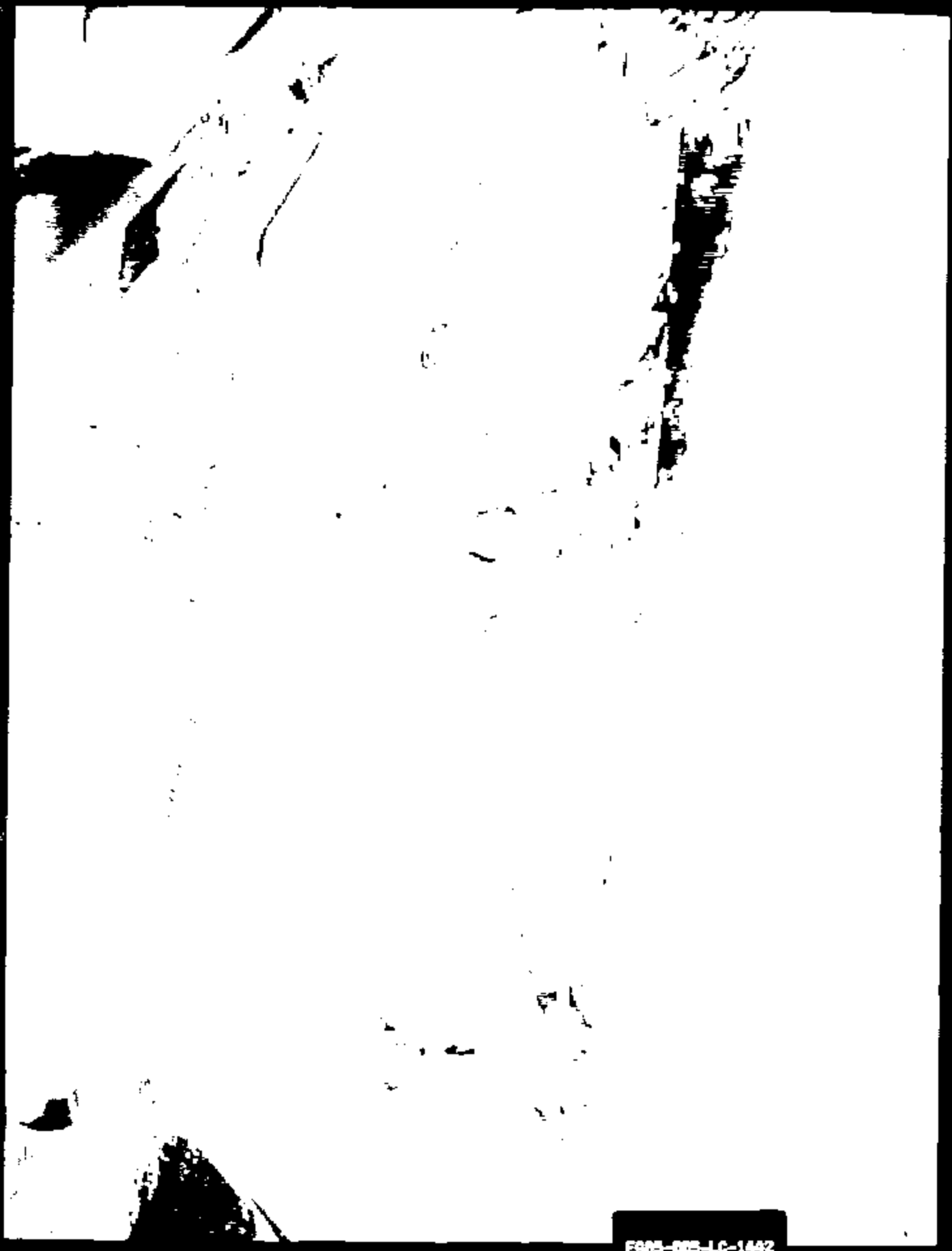
Sincerely,

Howard Hines

Howard Hines
Claim Representative
(800) 325-6280

State Farm Mutual Automobile Insurance Company

P.S. To expedite service, please use the above claim number in all written and oral correspondence.



EA83-003-LC-1442

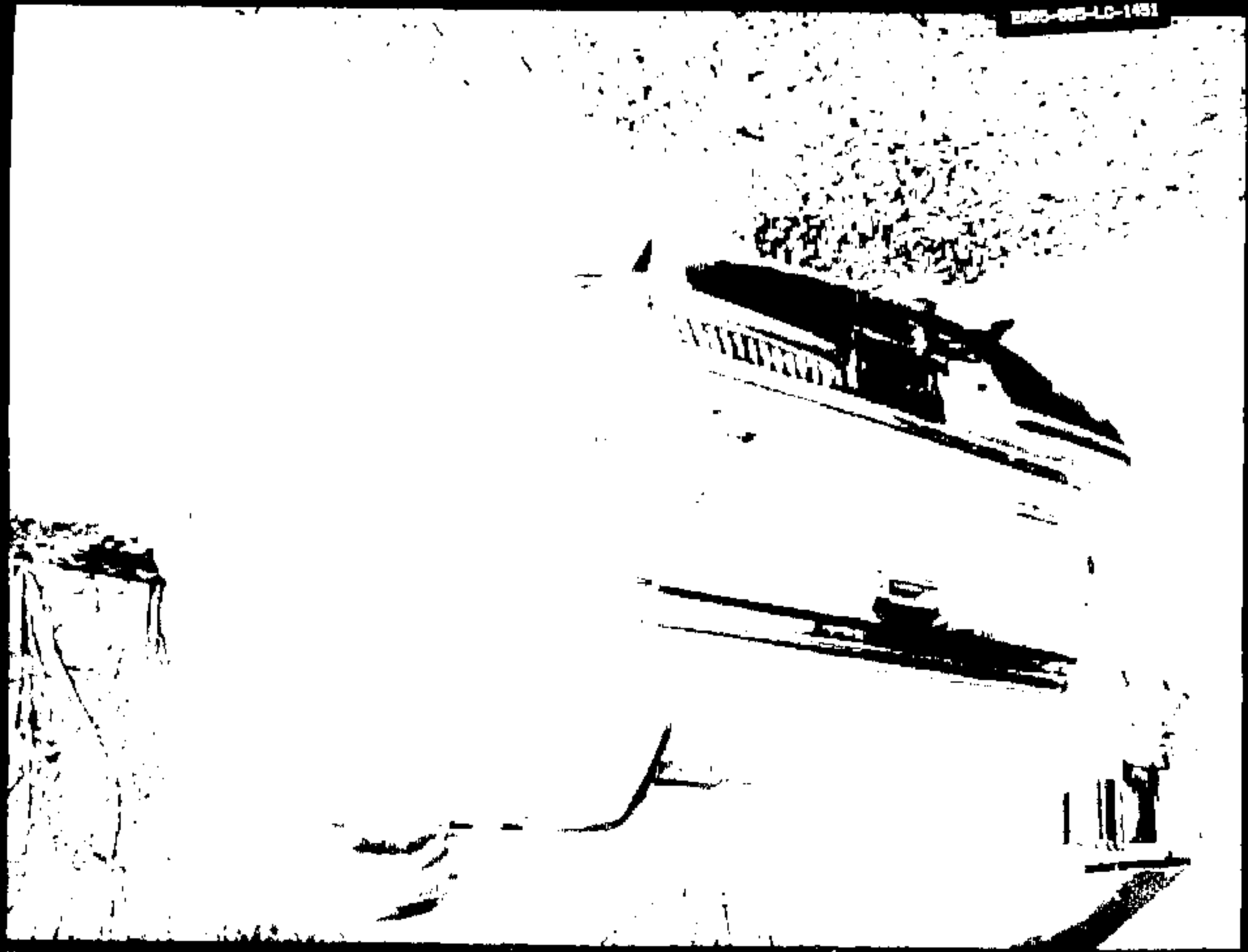
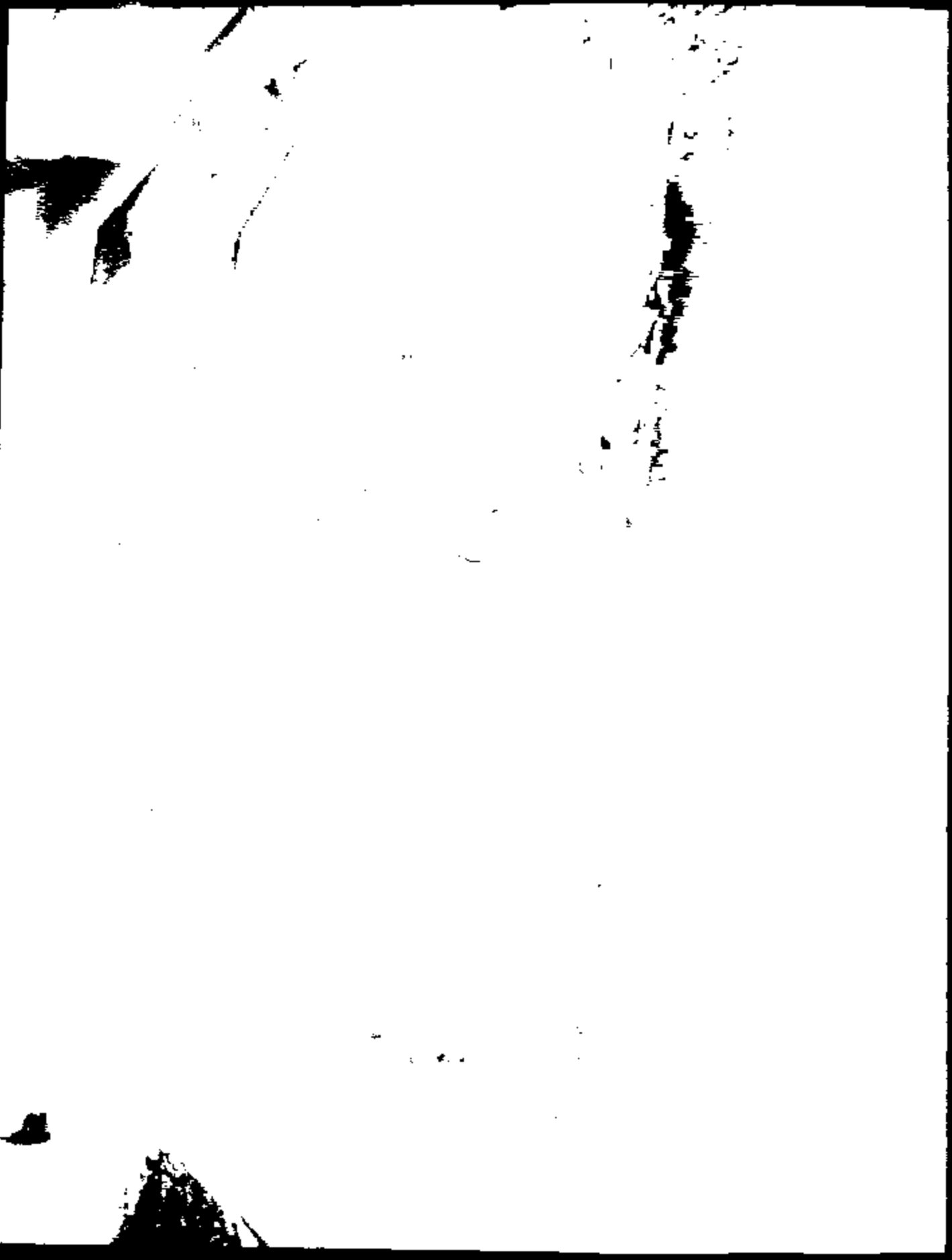


EXHIBIT 1

EPIC-2006-LC-1631



EA65-865-LC-1460

Photo # 19

Shows fire damage around brake pressure switch (cruise control deactivation switch).

Photo # 20

Shows fire damage around brake pressure switch (cruise control deactivation switch).

Photo # 21

Shows fire damage around brake pressure switch (cruise control deactivation switch).

Photo # 4

Shows 1997 F150 looking from passenger side.

Photo # 5

Shows 1997 F150 looking from rear passenger side.

Photo # 6

Shows 1997 F150 looking from rear.

Photo # 16

Shows damage to front driver side of the engine compartment.

Photo # 17

Shows fire damage around brake pressure switch cruise control deactivation switch).

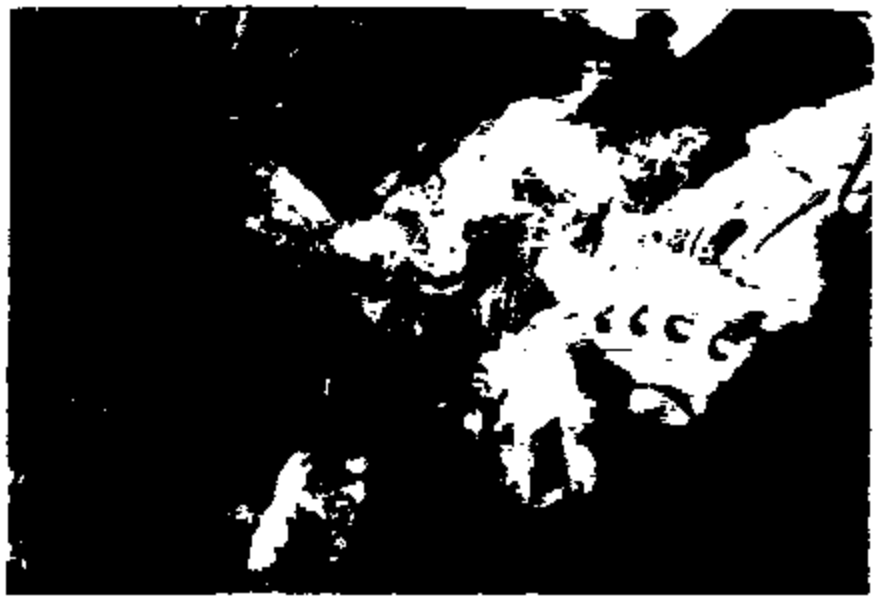


Photo # 18

Shows fire damage around brake pressure switch cruise control deactivation switch.

Photo # 22

Shows passenger side of engine.

Photo # 23

Shows examination of battery and cables.

Photo # 13

Shows examination of interior.

Photo # 14

Shows examination of interior.

Photo # 15

Shows damage to front driver side of the engine compartment.

Photo # 1

Shows 1997 F150 looking from front.

Photo # 2

Shows damage to the rear hood area over the driver's side of the engine.

Photo # 3

Shows 1997 F150 looking from front passenger side.

Photo # 10

Shows examination of underside of vehicle.

Photo # 11

Shows examination of underside of vehicle.

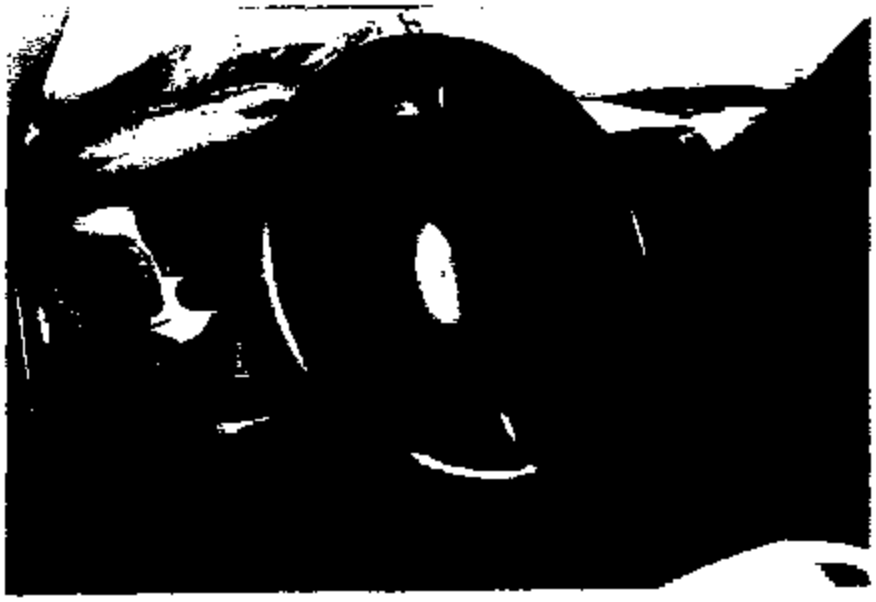


Photo # 12

Shows examination of interior

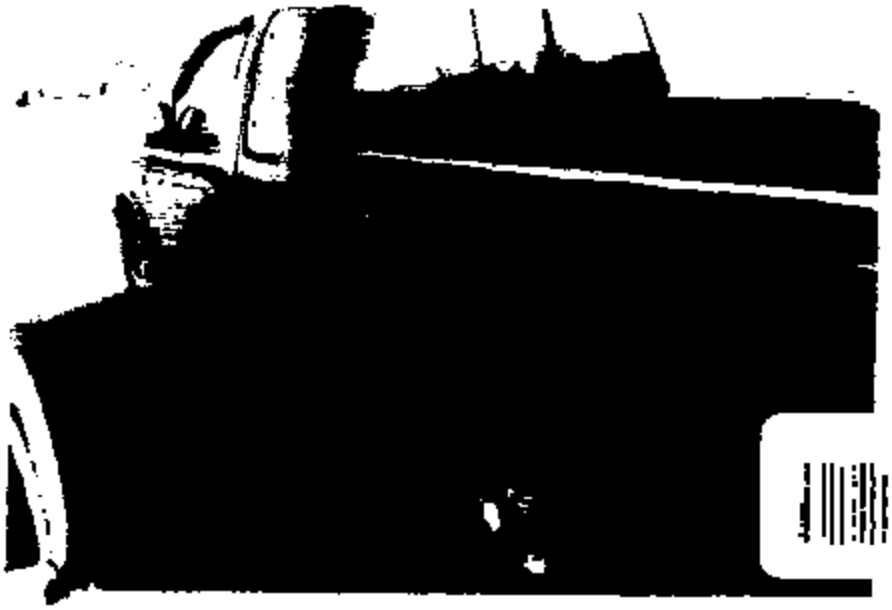


Photo # 7

Shows 1997 F150 looking from rear driver side.

Photo # 8

Shows 1997 F150 from from driver side.

Photo # 9

Shows examination of underside of vehicle.

CHAMBERLAIN ♦ MCHANEY
ATTORNEYS AT LAW

Reply to: P. O. Box 684158
Austin, Texas 78768-4158
301 Congress Ave., 21st Floor
Austin, Texas 78701
(512) 474-9124
Fax (512) 474-8582

San Antonio Office:
310 South St. Mary's, Suite 1815
San Antonio, Texas 78205
(210) 227-3331
Fax (210) 227-3334

Writer's Email: mstilborn@chmc-law.com

April 7, 2005

Shawn L. Norton
Ford Motor Company
Parkline Towers West, Suite 300
Three Parkline Blvd.
Dearborn, Michigan 48126-2568

Certified Mail – Return Receipt
No. 7004 1160 0005 6338 6989

RE: Farmers Claim No. [redacted]
Insured:
Your Claim No.:
Date of Loss: 11/30/04
Amount of Loss: $11,454.86

Dear Mr. Norton:

By way of introduction, I am an attorney retained by Farmers Insurance Company to pursue its subrogation interest in connection with the above-referenced matter. My client has informed me that its investigation into the facts of the incident establishes that Ford Motor Company, was responsible for this incident and the resulting damage to [redacted] vehicle. The amount of loss above reflects property damage to [redacted]'s vehicle and includes a deductible.

It is my understanding that your investigation into this matter is ongoing. However, our investigation that was conducted on the vehicle has determined that the brake master cylinder was the proximate cause of the fire.

This letter is being written to give you the opportunity to resolve this matter without resorting to legal action against Ford Motor Company. Therefore, I would request that you contact me at your earliest convenience so that we may discuss this matter further. If I have not heard from you within 30 days from the date of this letter, I will file suit against Ford Motor Company.

I look forward to your prompt reply.

Very truly yours,

Amy C. Welborn

ACW/ymn

Forensic Analysts, Inc.

PRELIMINARY
REPORT OF FINDINGS

CLAIM NO: 1[redacted]

INSURED: [redacted]

Prepared for:

TEXAS COUNTY MUTUAL INSURANCE COMPANY
P.O. BOX 268994
OKLAHOMA CITY, OKLAHOMA 73126-8994

ATTN: MS. MICHELLE MARTENS

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

January 5, 2005

FAI File No. 3539

5965-005-LC-1488

Table of Contents

I. INTRODUCTION

Reportedly, on November 30, 2004, a vehicle fire occurred involving a 1999 Ford F-150 vehicle. On December 16, 2004, Forensic Analysts, Inc. was retained by Ms. Michelle Martens of Texas County Mutual Insurance Company, to inspect the vehicle, and determine the origin and cause of the vehicle fire.

On December 21, 2004, Mr. Jeffrey Abrams, CFI, CFEI, ASE, CVFI, of Forensic Analysts, Inc., inspected and photographed the Ford F-150 vehicle, located at Insurance Auto Auctions, 4701 Agnes St, Corpus Christi, TX 78405.

No fluid samples could be removed from this vehicle, to relate to any wherewithal of the engine prior to the onset of the fire.

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

II. CONCLUSION

Forensic Analysts, Inc., inspected and photographed the Ford F-150 vehicle and reviewed the file information.

In conclusion, based on our observations and the findings as noted in this report, it is our opinion that this four-door, 1999 Ford F-150 Pickup vehicle fire was distinctively most intense within the left-rear corner of the engine compartment at, and immediately surrounding, the consumed and separated components associated with the brake master cylinder.

There was a distinct fire flow from this left-rear corner of the engine compartment across the front of the engine compartment, from the left to the right. There was, however, a secondary area of fire intensification in the right third of the engine compartment, surrounding the primarily consumed right-front tire and wheel assembly. This may be able to be explained by the wind, or effects, of the weather on the vehicle exterior.

The fire flow was very distinct from the engine compartment into the vehicle interior, through the firewall access holes, due to the upper level burn within the vehicle interior. Please note, however, that widespread aftermarket electronics were observed within the vehicle interior, consistent with the installation of an aftermarket entertainment and/or stereo system.

At the time of our inspection, there was no indication of any contribution to the onset of the fire, per the observed wiring associated with the interior stereo electronics. But at the time of our inspection, the burn within the vehicle interior was distinctively upper level, and intensifying from the rear toward the front of vehicle interior, purely consistent, again, with a fire that traveled from the engine compartment through the firewall access holes into the interior, and not vice versa.

Due to the widespread, and multitude, of fires that have been observed in the left-rear corner of the engine compartment on Ford F-150 vehicles, this fire is not inconsistent with those fires that have been linked to electrical failures surrounding the electronics associated with the brake master cylinder. At the time of our inspection, however, due to the complete separation of all components associated with the brake master cylinder, a definitive determination could not be made relating to a specific cause of the fire, only that the specific area of fire origin was upper level in the left-rear corner of the engine compartment at, and immediately surrounding, the brake master cylinder. No fluid samples could be taken, due to the exposure of the internals of the engine to the elements.

III. DISCUSSION

The scope of our inspection was to determine a vehicle fire origin and cause.

FORD VEHICLE IDENTIFICATION

The vehicle was identified as a black, four-door (4), 1999 Ford F-150 vehicle, bearing a burned license plate that was found within the truck bed, [redacted] The vehicle identification number could not be seen at the time of our inspection, but may be discovered on some components during the course of the inspection. The Texas Department of Public Safety inspection sticker number and vehicle registration stickers were consumed in this fire. The vehicle was equipped with a manual transmission.

FORD VEHICLE INSPECTION

Our inspection of the Ford F-150 ***vehicle exterior***, which relates to ***pre-existing body damage***, actually revealed no indication of any significant impact damage at all. There was no indication of any repairs that had been performed on any of the exposed body panels that had been burned. There was no indication of any significant paint application on any of the exterior body panels either, to indicate any significant impact damage, whatsoever.

The film thickness on the vehicle exterior was relatively uniform, again, inconsistent with any type of significant repairs, and then repainting.

It must be noted that there was some impact damage surrounding the right-rear brake lamp/turn signal assembly. This area had been crushed, and deformed.

immediately above the right side of the chromed steel rear bumper. This damage indeed was pre-existing, had not been repaired, and is described as relatively mild. We also observed some mild impact damage into the rear face of the rear chromed steel bumper. Again, this did not generate any communicated damage to any components surrounding this area. It had not been repaired, and the damage is described as relatively mild.

Our inspection of ***vehicle exterior,*** which relates to ***forced entry*** into a locked vehicle without the use of the proper door key, revealed no indication of any significant violation at all. There was no evidence of any compromise surrounding the right-side or left-side door lock/handle assembly to indicate forced entry into a locked vehicle. Even though this is not a vehicle theft, it must be noted that the lack of forced entry is only significant if the vehicle had been parked, and left unattended for an extended period of time, to see if there was any indication of any type of violation or compromise that may have contributed to the onset of this vehicle fire. Of course, forced entry into a locked vehicle without the use of the proper door key is a moot point in this case, as all exterior window glass was shattered as a result of the fire.

Our inspection of the ***vehicle exterior,*** which relates to ***fire damage,*** revealed a fire that was primarily contained to the engine compartment area. Specifically:

1. The rear chromed steel bumper, although mildly indented on the rear face, was intact, attached, and uncompromised as a result of exposure to any fire or heat.

2. The tailgate, which was also intact, attached, and uncompromised, still contained a full complement of paint, again, completely unrelated to a vehicle fire.

3. The vehicle contained a trailer hitch on the back, and wiring associated with an aftermarket trailer hitch installation. At the time of our inspection, there was no indication of any compromise surrounding these aftermarket wires that were routed to the left-rear rear of the vehicle. Again, there was no relationship between this area and any communicated damage as a result of exposure to fire or heat.

4. Both the left and right truck bed sides were intact, attached, and still fully painted. There was no indication of any significant heat or fire damage, with the exception of some mild communicated heat damage on the top front portion of the right truck bed side. Ninety-five-percent (95%) of all paint on the right truck bed side, however, was still completely intact, attached, and uncompromised as a result of exposure to fire or heat. The right truck bed side was the first area of fire damage that was observed. The left truck bed side was still fully intact, and uncompromised, as a result of exposure to fire or heat. We did notice some mild amount of soot that was starting to build up on the forward section of both right and left truck bed sides, however.

5. Both right-rear and left-rear tire and wheel assemblies were intact and attached, and fully inflated, at the time of our inspection, unaffected by vehicle fire at all.

6. The truck bed interior contained no evidence of any fire damage, at all. It did not have a liner, and was painted black in color, consistent with the black paint on the vehicle exterior. All evidence, again, is inconsistent with any fire that migrated to this truck bed at all. The truck bed also contained an aluminum alloy toolbox, traversing the entire width of the front two-foot (2') section of the

pickup bed. This aluminum alloy toolbox, although mildly distorted as a result of exposure to heat on the top, was still fully intact and was not significantly affected by exposure to fire or heat. There was even a sun-shield, or separator, separating the rear windshield from this toolbox area that was also composed of an aluminum alloy material. This section was also intact and attached, and unaffected by significant exposure to the fire. It was mildly distorted as a result of exposure to heat.

7. As previously stated, the rear windshield was shattered, as were all other exterior window glass. The framework surrounding the rear windshield still contained a portion of the paint. As there was a portion of the paint that was unconsumed surrounding the rear windshield, all evidence is consistent with a fire migrating to, and not significantly intensifying as we move toward, the rear of the vehicle interior.

8. As we continued to move forward, on both right and left sides of the vehicle cab, it must be noted that there was indeed intense burn on the top half of both right-rear and left-rear door panels. The bottom half still contained primarily all of the paint that was intact, attached, and only mildly compromised as a result of exposure to fire and heat. Obviously, this was an upper level fire within the rear portion of the vehicle interior, compromising the section surrounding the rear door glass.

9. As we continued to move forward, it must be noted that the elevation of burn gradually lowered. It lowered to approximately two-feet (2') above ground, on the forward portion of the left-front door panel. This elevation of burn lowered to the very base of the right-front door panel, traversing the entire elevation of the front

portion of the right-front door panel. This, again, is consistent with a fire intensifying as we were moving from the rear toward the front. This could be the effects of the wind current on the vehicle exterior, or could be indicative of a fire that was more intense on the right side than on the left side of the exterior of the vehicle. Additionally, both right-side and left-side exterior mirrors were consumed in this relatively intense front portion engine compartment fire.

10. There were side-step bars below the rocker panel on both right and left sides of the vehicle. These step bars were only mildly burned on the front. The left-side step bar was fully intact, and only mildly distorted as a result of exposure to heat. The front half of the right-side step bar, however, was severely burned, consuming all of the paint and plastic composite components. This is, again, consistent with a fire that was mildly more intense on the right side than the left side of the vehicle exterior.

11. As we continued to move forward, it must be noted that the left-front fender experienced intense burn. The only section of the left-front fender that still contained intact paint was that on the bottom six-inches (6") at, and immediately behind, the left-front wheel well. However, ninety-five-percent (95%) of all the paint on the left-front fender was burned to the point of consumption. Additionally, the left-front tire and wheel assembly was burned to the point of deflation. The aluminum alloy mag wheel was still intact and attached. The tire was only approximately ten-percent (10%) consumed as a result of exposure to heat and fire.

12. Comparing the left-front fender to the right-front fender, it must be noted that the right-front fender experienced much more intense burn, as all of the paint was consumed, and virtually the entire tire

on the right-front tire and wheel assembly was consumed as well. Additionally, the fire intensification was significantly greater on the right front, as approximately fifty-percent (50%) of the right-front aluminum alloy mag wheel was consumed as well. Again, all indicators point to a fire that was distinctively more intense on the right side than the left side of the vehicle, and intensifying as we were moving from the rear toward the front.

13. The closed vehicle hood was burned to the point of consumption. Virtually all of the aluminum alloy vehicle hood had melted as a result to exposure to fire and heat, and was not available for our inspection.

14. As we continued to move forward, it must be noted that both front headlamp assemblies, as well as the front grille and plastic composite components surrounding the front chromed steel bumper, were burned to the point of consumption.

In ***summary*** of our ***inspection*** of the ***burn*** experienced by the vehicle exterior, all evidence is purely consistent with a fire that was intensifying as we were moving from the rear toward the front of the vehicle, and consistent with a fire that was distinctively more intense on the right side than on the left side of the vehicle. The intensification on the right side versus the left side of the vehicle could be the result of wind current.

On ***inspection*** of the ***vehicle interior*** revealed:

1. We observed the severely burned remains of the interior rear bench seat. Please note, however, that the seat cushion, or foam material, on the rear seat bench, was only approximately thirty-

percent (30%) consumed. Obviously, this fire was not intense enough within the vehicle interior to consume this easily consumed foam material.

2. Immediately in front of the rear bench seat was an aftermarket wooden boom box. In fact, this boom box traversed the entire width of the vehicle interior, and occupied the entire space between the front and the rear seats. Obviously, this vehicle contained significant aftermarket electronics within the vehicle interior associated with an aftermarket stereo system.

3. We also observed an aftermarket wire that was routed to the vehicle interior, surrounding the right-side "B" pillar, potentially consistent with aftermarket electronics that were installed within the vehicle interior as well.

4. As we continued to move forward, it must be noted that we observed primarily the skeletal remains of the front seats. There were some bits of the foam material that were still adhering to the framework, but ninety-five-percent (95%) of all the foam material on the front seats were consumed as a result of exposure to this fire.

5. As we continued to move forward, it must be noted that the flooring material was primarily intact, but severely burned. There was no area of localized heat intensification on the flooring material with the exception of exposure to fire fall-down.

6. As we continued to move forward, it must be noted that the center hump, although severely burned, contained a stick. This vehicle was equipped with a manual transmission. It was not an automatic transmission. The stick was severely burned, but still contained some

unconsumed combustible materials at the very top, inconsistent with significant fire intensification within the vehicle interior.

7. Both right-side and left-side interior door panels were burned to the point of near consumption. There were sections of unconsumed combustible materials in the bottom three-to-six-inches (3"-6") of both right-side and left-side front door panels, again, consistent with a relatively upper level burn within the vehicle interior.

8. As we continued to move forward, it must be noted that the vehicle dash experienced widespread burn and partial consumption. There were still, however, significant amounts of unconsumed combustible materials, surrounding the right-side airbag assembly and the left-side situated steering column. The intensification of burn was not significant enough around the dash to consume these easily consumed combustible materials, inconsistent with a fire that originated anywhere around the vehicle dash.

9. We did observe widespread insulation-void wiring in the upper levels of the vehicle dash, but there was still a significant amount of burned, but intact, wiring insulation at, and below, the firewall access holes, consistent with a fire that was migrating from the vehicle engine compartment into the interior, and not vice versa.

10. We also observed the fallen, mildly burned, but primarily intact remains of the aluminum alloy air conditioning evaporator core under the right third of the vehicle dash. There was no indication of any significant burn surrounding this evaporator core. However, the evaporator core did fall to floor level, likely due to the fact of consumption of aluminum alloy air conditioning hoses in the engine compartment. This is, again, purely consistent with a fire that was

most intense within the engine compartment, and migrated from the engine compartment into the interior, and not vice versa.

11. We observed the center third dash-mounted stereo. This stereo was not an OEM (Original Equipment Manufacturer) stereo, and was imbedded within fallen, burned, and resolidified plastic composite and unconsumed combustible materials, immediately above the center hump. This aftermarket stereo, likely, is consistent with the aftermarket boom box that was observed behind the rear bench seat.

12. We also observed wiring that was routed to aftermarket amplifiers below the seats, again, purely consistent with aftermarket electronics having been installed within the vehicle interior.

13. We inspected the area at, and immediately surrounding, the steering column for aftermarket wiring installations. At the time of our inspection there was no indication of any widespread aftermarket wiring installations that was consistent with an aftermarket alarm system. Again, however, due to the fact that there were widespread electronics installed within the vehicle interior associated with aftermarket stereo equipment, there were indeed substantial amounts of aftermarket wiring run throughout the vehicle interior, which may need to be addressed relating to the onset of the fire.

Again, as previously stated, the burn within the vehicle interior was most intense in the upper portions, and intensified as we moved from the rear toward the front of the vehicle interior. But the burn was distinctively most intense at, and immediately above, the firewall access holes, consistent with a fire that was migrating from the engine compartment into the interior, and not vice versa.

Our ***inspection*** of the ***engine compartment*** revealed:

1. This vehicle was equipped with a V-8, distributorless, multiport fuel injected engine, and a manual transmission.

2. The burn within the engine compartment was very widespread, affecting virtually every component, and consuming the vast majority of the combustible materials.

3. There was intense burn on the right third of the engine compartment. This is expected, due to the fact that the right-front tire and wheel assembly was burned near to the point of consumption. Therefore, it is not unusual to observe primarily ninety-percent (90%) of all combustible materials in the right third of the engine compartment having been consumed.

4. We even observed the consumption of the right-rear-situated aluminum air conditioning accumulator. Again, as the aluminum alloy lines were consumed routed to the aluminum air conditioning evaporator core, this is consistent with the observation of the fallen aluminum air conditioning evaporator core under the right third of the vehicle dash.

5. There was a battery that was situated in the right third of the engine compartment as well, that had fallen to immediately above the right-side frame rail. This battery was burned to the point of near consumption, only leaving the lead plates within the interior.

6. Ninety-percent (90%) of all wiring routed to, and from, the battery was insulation-void. This, again, is not unanticipated, due to the fact of the fire intensification surrounding the right-front tire and

wheel assembly.

7. Peculiarly enough, however, even though there was intensification of burn in the right third of the engine compartment, the right-side fiberglass composite engine valve cover was burned, but primarily intact, at the time of our inspection. If the fire originated in this right third of the engine compartment, we would have anticipated partial consumption, or near total consumption, of this easily consumed fiberglass composite valve cover.

8. As we continued to move from the right toward the left side of the engine compartment across the top of the engine, it must be noted that there was partial consumption of the aluminum alloy upper air intake manifold. This partial consumption was most noteworthy on the front, and was widespread across the entire width of the top portion of the engine. There was no localized area of intense burn that could be addressed relating to a specific fire flow across the top of the engine, however.

9. Comparing the top of the engine to the front of the engine compartment, however, was very different. The fire intensifications typically occur within the open-air environment in the front of the engine compartment. This fire was no different, as at the time of our inspection, the aluminum alloy air conditioning condenser and radiator were primarily consumed. There were some molten and resolidified aluminum alloy materials immediately above the lower radiator core supports. However, for the most part, ninety-eight percent (98%) of the air conditioning condenser and radiator were consumed in this very intense engine compartment fire. Not only were the air conditioning condenser and radiator consumed, but the aluminum alloy front cooling fan clutch was also consumed.

again, consistent with significant fire intensification within this open-air environment.

10. We did observe, however, a distinct fire flow, as evidenced by the burn patterns experienced by the front aluminum alloy timing chain cover. This aluminum alloy timing chain cover on the right half was burned, but still fully intact, at the time of our inspection. The top half of the left side of the aluminum alloy timing chain cover, however, was consumed, exposing the timing chain on the left-side of the engine. Obviously, there was significantly more fire intensification on the left side of the front of the engine, consistent with a fire flow from the left toward the right side of the open-air environment in the front of the engine compartment.

11. Consistent with our observations of the fire flow from the left to the right side of the engine compartment, it must be noted that the left-side fiberglass composite engine valve cover was nearly eighty-percent (80%) consumed. This, again, is purely consistent with a fire traveling from the left toward the right side of the engine compartment, and consistent with us moving toward an area of fire intensification along the left side of the engine.

12. There was an ABS (Anti-Lock Brake System) brake controller associated with this vehicle. This aluminum alloy controller was immediately to the left of the front portion of the left side of the engine. At the time of our inspection, it was still primarily completely intact. It is situated approximately twelve-inches (12") below the closed vehicle hood, and consistent with a relatively upper level fire in the left third of the engine compartment. This is quite a peculiarity, due to the fact that the fire was significantly less intense on the exterior of the vehicle on the left side as compared to the

right side. This, again, can relate to the effects of wind or weather, and needs to be addressed with conversations with the insured.

13. The left third of the engine compartment experienced intense burn as well, consuming the aluminum alloy brake master cylinder. At the time of our inspection, there was no evidence of a brake master cylinder attached to the front portion of the brake power booster. Simply stated, there was total consumption of the brake master cylinder at the time of our inspection. Additionally, at the time of our inspection, there was no evidence of any fallen remains of the brake master cylinder that lay on top of the left-side frame rail or the left-front upper or lower control arms. It is likely that these components had separated during transport.

14. As we continued to move toward the left side of the engine compartment, immediately above the left-front inner fender, there were some remains of the left-rear engine compartment situated power distribution center. This power distribution center contained a distinct burn pattern, as there was significant consumption of combustible materials on the right side, immediately neighboring the consumed brake master cylinder, but significant greater amounts of unconsumed combustible materials on the left side of the power distribution center. This is purely consistent with a fire flow from the right toward the left side of the brake master cylinder, potentially consistent with an area of fire intensification between the brake master cylinder and the left side of the engine.

15. Consistent with the fire intensification having been relatively elevated in the left third of the engine compartment, it must be noted that we observed the burned remains, but primarily intact remains, of the lower radiator hose. This, again, is purely consistent

with a fire that was relatively upper level within the engine compartment, in the left third of the engine compartment.

There is no way for a fire to flow from the right third of the engine compartment toward the left side of the engine compartment, intensifying the area surrounding the left-side fiberglass composite valve cover, without the fire originating around the left side of the engine. In fact, the left-side engine valve cover is relatively protected by other brackets, as well. All evidence is purely consistent with this fire having been most intense surrounding the left-rear engine compartment situated brake master cylinder. Due to the fact that the brake master cylinder was completely consumed, and all electronics associated with the brake master cylinder had separated prior to this inspection, a definitive determination could not be made as to the exact cause of this vehicle fire.

The area of origin is very distinct. Please note, however, that there are multitudes of fires originating in the left-rear corner of the engine compartment, that have been associated with failed electronics relating to the brake master cylinder. We will attempt to ascertain whether or not there is consistency in the time line relating to the onset of this fire, to see if there were any problems associated with repairs or anomalies with this vehicle, which could lend credence to an area of fire origination, as well.

At the time of our inspection, however, all that can be established is that the area of greatest fire intensification was upper level, within the left-rear corner of the engine compartment, consistent with fires that are the result of failed electronics surrounding the brake master cylinder. A definitive determination as to the cause of the fire, however, could not be established, due to the fact that significant separation of consumed components occurred prior to this inspection.

We attempted to take fluid samples from this vehicle, due to the fact that there was significant consumption of the fiberglass composite valve cover and the left side of the timing chain cover. No fluid samples could be removed from this vehicle, to relate to any wherewithal of the engine prior to the onset of the fire.

INTERVIEW WITH THE INSURED

An interview with the insured, [redacted] (who shall be referred to as "he" in the following interview), helped construct an ***order of events*** immediately preceding the onset of this vehicle fire.

1. The insured stated that he purchased the vehicle used, and at the time of purchase, he thought that the vehicle had around forty-five-thousand (45,000) miles on it.

2. He thought that at the time of this fire loss, the vehicle had around one-hundred-four-thousand (104,000) miles on it.

3. He said that the vehicle (as far as he knew) had never been involved in an accident, with the exception of some minor damage to the area around the front license plate, but this damage only affected the front license plate holder and nothing else.

4. He said that when he purchased the vehicle around two (2) years ago, he replaced the dash-mounted stereo. But, even though he replaced the dash-mounted stereo with an aftermarket stereo component, he said that nothing else within the interior was aftermarket.

5. He said that he did have an amplifier under the rear bench seat, and he also had a boom box enclosure that had speakers in it, but he said that these components were just placed within the vehicle interior. They were not attached to anything, and they were not hooked up.

6. He said that at the time of the fire, the vehicle was locked, and all of the windows were up.

7. He said that he did not have an aftermarket alarm installed on the vehicle, and it only had the factory equipment.

8. He said that the vehicle had been parked in his driveway for the entire day, and when he went out to start the vehicle, it was just started, and driven around twenty feet (20').

9. After the vehicle was driven twenty feet (20'), he literally drove the vehicle back approximately twenty feet (20'), and then he parked the vehicle in his driveway again.

10. He said that he went inside, and had lunch during the next forty-five-minutes-to-an-hour (45 min.-1 hr.)

11. He said that while he was inside, and while he was planning on getting in the vehicle, and driving it away approximately forty-five-minutes-to-an-hour (45 min.-1 hr.) later, when he exited his residence, he stated that he saw that the vehicle was on fire. More specifically, he said that the engine compartment was on fire, and a portion of the aluminum hood had melted immediately in front of where the driver sits.

12. He said that the vehicle burned for approximately fifteen-to-twenty (15-20) minutes, but he was very disappointed with the fire department. He said that when the fire department arrived it seemed like they took a significant amount of time prior to them putting out the fire.

13. He said that the fire burned for a long enough period of time where the vehicle next to his truck also caught on fire. He thought that that could have been eliminated.

14. He said that he has had no significant repairs at all to the vehicle, and everything on the vehicle was fully operational. This included the cruise control, which he uses very often.

RECOMMENDATIONS

We recommend that the 1999 Ford F-150 vehicle be retained, secured, and protected, regarding any further testing or inspection by other interested parties. We also reserve the right to be present, and observe any and all inspections or testing, of this Ford F-150 vehicle by any other concerned parties.

IV. BASIS OF REPORT

This report is based upon the following:

1. Inspection of the 1999 Ford F-150 vehicle.

2. Interview with the insured.

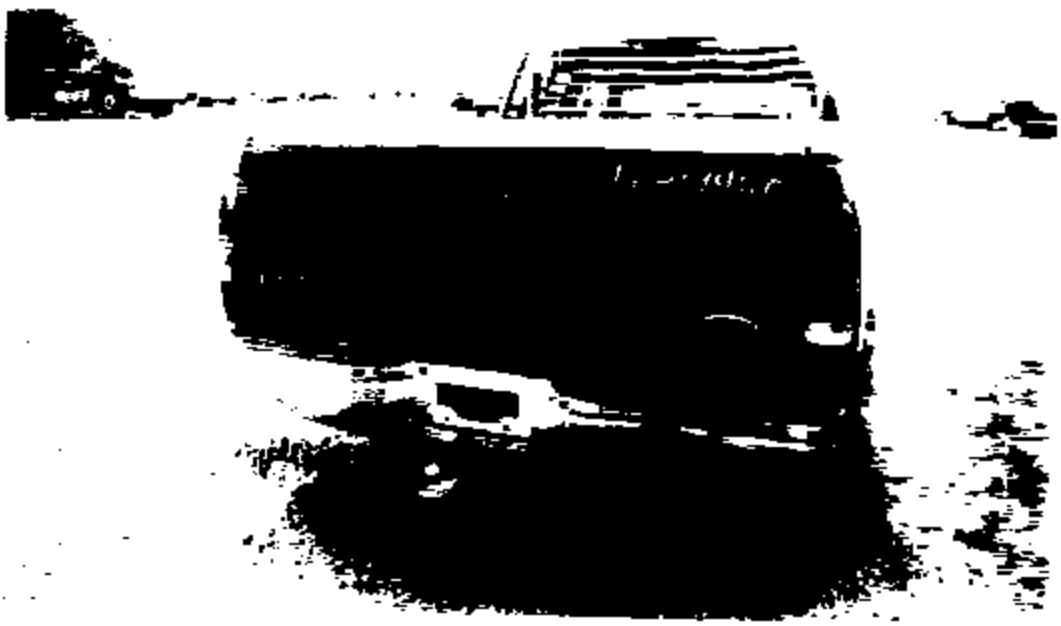
3. Information and observations as noted in this report.

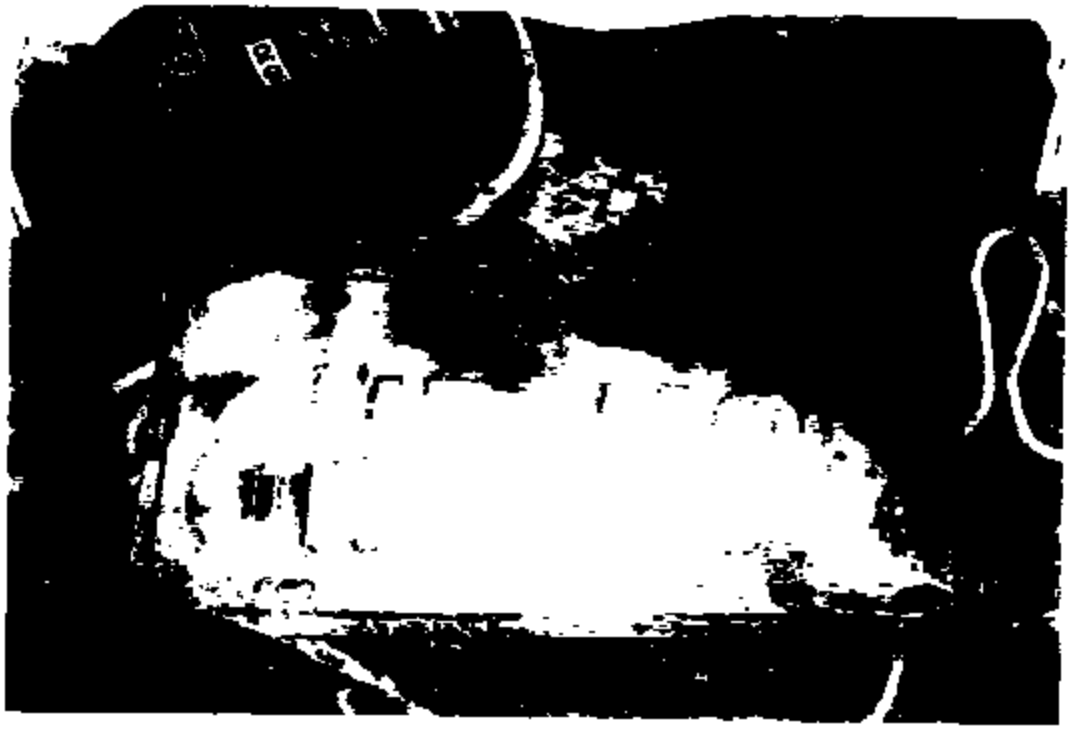
V. ATTACHMENTS

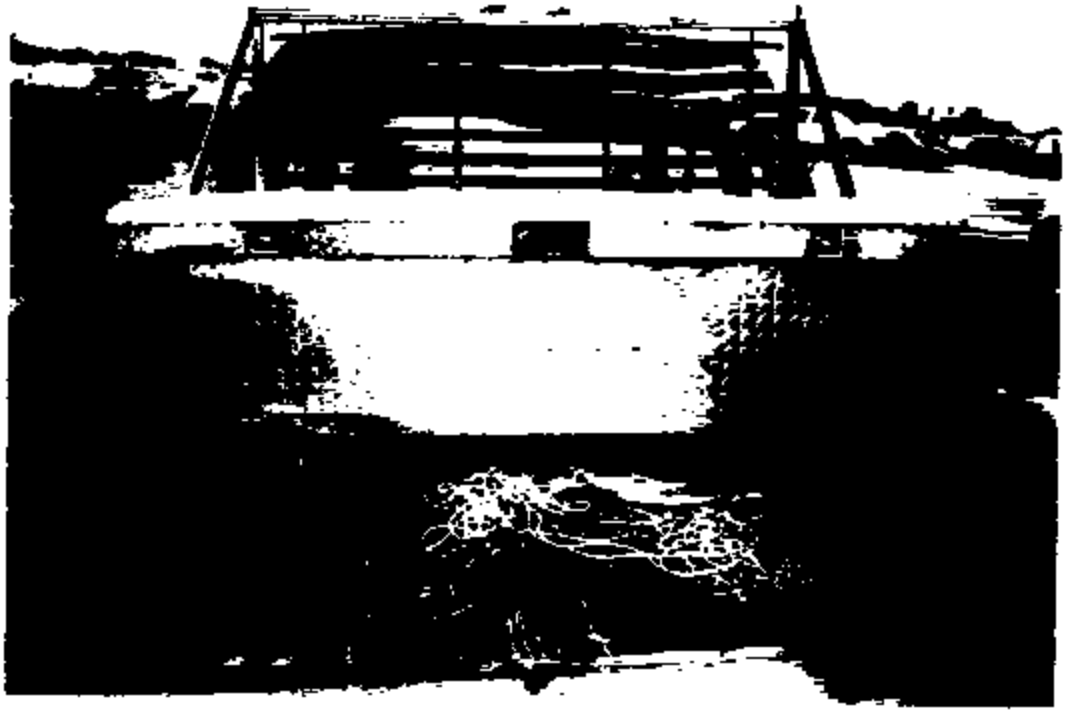
PHOTOGRAPHS

c. Right side view of the [illegible]

d. Rear view of [illegible]







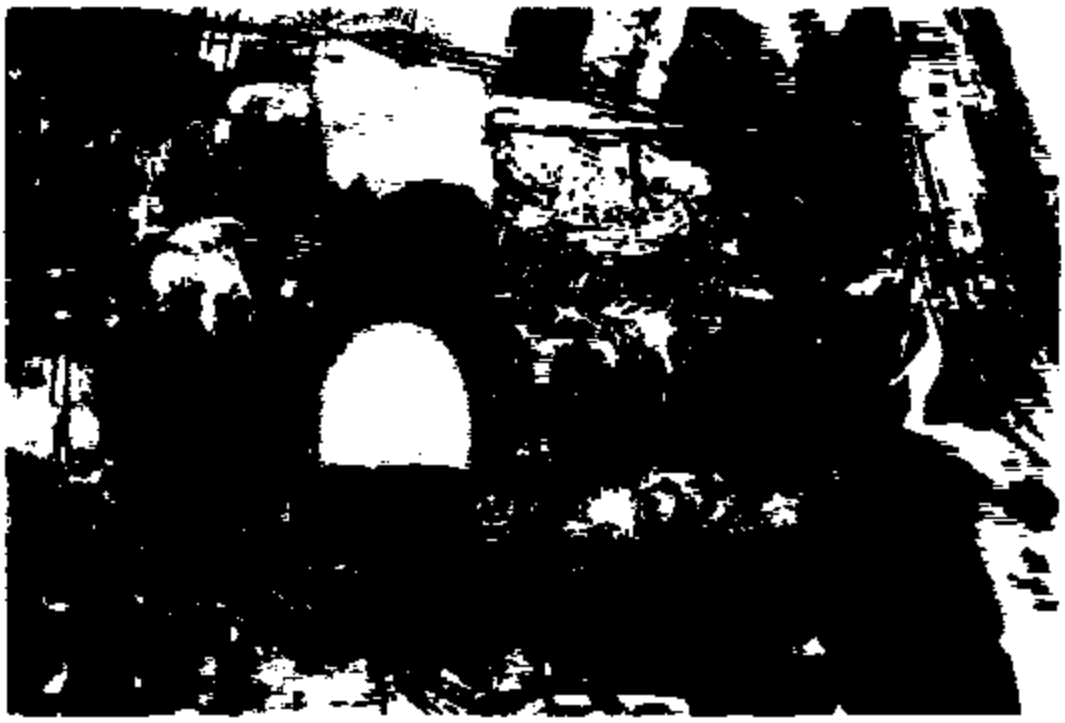
DWG-882-LC-1514

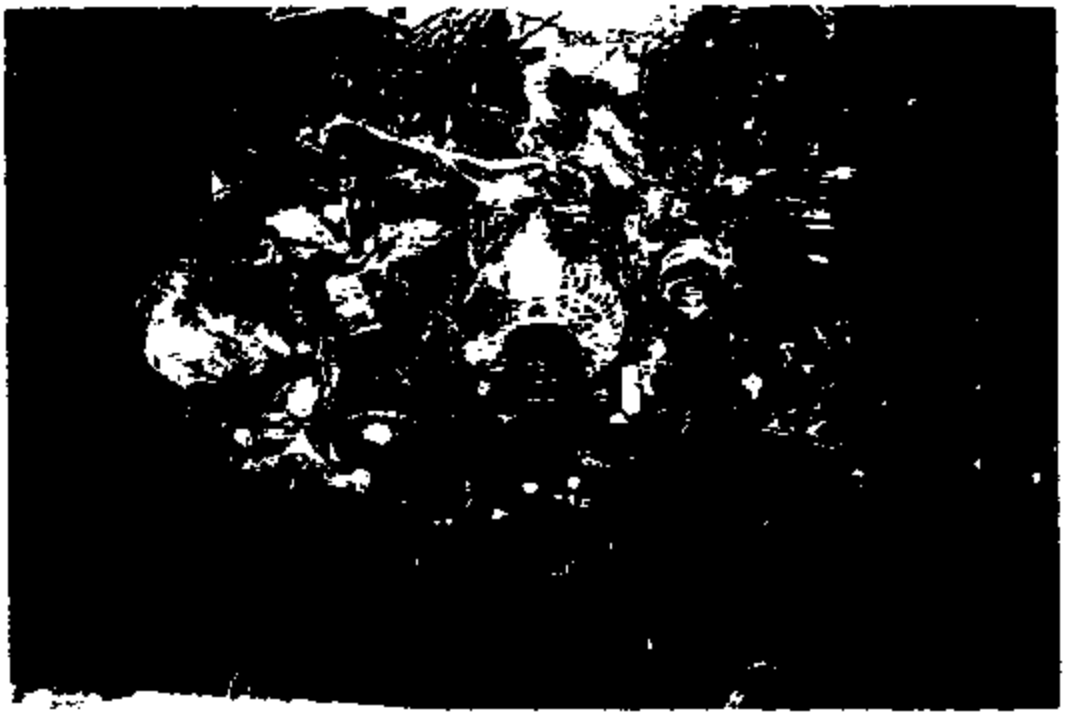
ERS-92-LC-1513

DWG-98B-LC-1517

E86-99-LC-1519

EMSS-GSS-LC-1515





Dec 07 04 07:17p

A

B

C Incident Type *

[131] Passenger vehicle fire

D Aid Given or Received *

1 [ ] Mutual aid received
2 [ ] Automatic aid rcvd.
3 [ ] Mutual aid given
4 [ ] Automatic aid given
5 [ ] Other aid given
N [X] None

E: Date & Times

	Month	Day	Year	Military Time
Alarm *	11	30	2004	13:04:25
Arrival *	11	30	2004	13:09:41
Controlled	11	30	2004	13:32:00
[X] Last Unit Cleared	11	30	2004	13:57:38

E Shift & Alarm

Special Circumstances

F Actions Taken *

[11] Extinguishment by fire

G1 Resources *

[X]

	Apparatus	Personnel
Suppression	0002	0006
EMS		
Other		

G2 Estimated Dollar Losses & Values

Property $	015	000
Contents $	002	000
Property $	015	000
Contents $	002	000

Completed Modules

[X] Fire-1
[ ] Structure-3
[ ] Civil Fire Cas -4
[ ] Fire Serv Cas -5
[ ] EMS-6
[ ] HazMat-7
[ ] Wildland Fire-8
[X] Apparatus-9
[X] Personnel 10
[ ] Arson-11

H1 Casualties [ ] None

	Deaths	Injuries
Fire Service		
Civilian		

H2 Detector

1 [ ] Detector present
2 [ ] Detector did not alert those
U [ ] Unknown

H3 Hazardous Materials Release

N [ ] None
1 [ ] Natural Gas
2 [ ] Propane gas
3 [ ] Gasoline
4 [ ] Kerosene
5 [ ] Diesel fuel/fuel oil
6 [ ] Household solvents
7 [ ] Motor oil
8 [ ] Paints
0 [ ] Other:

I Mixed Use Property

MN [X] Not Mixed
10 [ ] Assembly use
20 [ ] Education use
33 [ ] Medical use
40 [ ] Residential use
51 [ ] Row of Stores
53 [ ] Restaurant
58 [ ] Bar & Residential
59 [ ] Office use
60 [ ] Industrial use
63 [ ] Military use
65 [ ] Farm use
00 [ ] Other mixed use

J Property Use * Structures

131 [ ] Church, place of worship
161 [ ] Restaurant or cafeteria
162 [ ] Bar/Tavern or nightclub
213 [ ] Elementary school or kindergarten
215 [ ] High school or junior high
241 [ ] College, adult education
311 [ ] Care facility for the aged
331 [ ] Hospital

Outside

124 [ ] Playground or park
655 [ ] Crops or orchard
669 [ ] Forest (timberland)
807 [ ] Outdoor storage area
919 [ ] Dump or sanitary landfill
931 [ ] Open land or field

341 [ ] Clinic,clinic type infirmary
342 [ ] Doctor/dentist office
361 [ ] Prison or jail, not juvenile
419 [ ] 1-or 2-family dwelling
429 [ ] Multi-family dwelling
439 [ ] Rooming/boarding house
449 [ ] Commercial hotel or motel
459 [ ] Residential, board and care
461 [ ] Dormitory/barracks
519 [ ] Food and beverage sales

936 [ ] Vacant lot
938 [ ] Graded/cared for plot of land
946 [ ] Lake, river, stream
951 [ ] Railroad right of way
950 [ ] Other street
961 [ ] Highway/divided highway
962 [ ] Residential street/driveway

539 [ ] Household goods,sales,repairs
579 [ ] Motor vehicle/boat sales/repair
571 [ ] Gas or service station
599 [ ] Business offices
615 [ ] Electric generating plant
629 [ ] Laboratory/science lab
700 [ ] Manufacturing plant
819 [ ] Livestock/poultry storage
882 [ ] Non-residential parking garage
891 [ ] Warehouse

981 [ ] Construction site
984 [ ] Industrial plant yard

Property Use [965]

Vehicle parking area

NFIRS-1 Revision 10/1/99

Dec 07 04 02:17p

K1 Person/Entity Involved

[illegible]

More people involved? Check this box and attach supplemental forms [illegible]

K2 Owner

[illegible]

L Remarks

12/21/2004 [illegible] PENAR

On 12/10/2004 at 13:04:25 dispatched To . The location is a Vehicle parking area. The incident was determined to be a Passenger vehicle fire.

13:09:42 arrived on scene.

The following involvements were noted:

Name/Business Name	Involvement Type
Yale, Kent	Property Owner

The following actions were performed on scene:

Extinguishment by fire service personnel - upon arrival by fire dept. personnel pickup truck was fully involved also igniting ford superduty pickup that was parked next to it pickup was a total loss exposed pickup that also ignited was a total loss

Units responding were:
Unit 514 responded.
Unit 54 responded.

13:57:54 all units back in service.

L Authorization

[illegible] | PENA, ROBERT NICHOLAS | [illegible]

[redacted] | PENA, ROBERT NIC [redacted] | [illegible]

EA05-005-LC-1529

Dec 07 04 09:17a

A

B Property Damage

B1 [ ] [X] Not Applicable

B2 [ ] [X] Damage not estimated

B3 [ ] [X] None
[ ] Less than one acre

C

D Ignition

D1 [03] Engine area, running

D2 [UU] Undetermined

D3 [UU] Undetermined
[ ] Check No of fire spread was contained to object of origin

D4 [ ] [ ]

E1 Cause of Ignition
[ ] Check box if fire is an exposure fire (skip to section F)
1 [ ] Intentional
2 [ ] Unintentional
3 [ ] Failure of equipment or heat source
4 [ ] Act of nature
5 [ ] Cause under investigation
U [X] Cause undetermined after investigation

E2 Factors Contributing To Ignition
[ ] None
[ ] [ ]

F1 Human Factors Contributing To Ignition
Check all applicable boxes
1 [ ] Asleep [ ] None
2 [ ] Mentally impaired by alcohol or drugs
3 [ ] Unattended person
4 [ ] Possibly could have fled
5 [ ] Physically disabled
6 [ ] Multiple persons involved
7 [ ] Age was a factor
Estimated age of person involved
1 [ ] Male 2 [ ] Female

F1 Equipment Involved In Ignition
[ ] None If Equipment was not involved skip to Section G
[ ] [ ]
Brand [ ]
Model [ ]
Serial # [ ]
Year [ ]

F2 Equipment Power
[ ] [ ]

F3 Equipment Portability
1 [ ] Portable
2 [ ] Stationary
Portable equipment primarily used to be moved by any person, as designed, to be used in multiple locations, and operated on fuels in tanks [illegible]

G Fire Suppression Factors
Select up to three codes [ ] None
[ ] [ ]
[ ] [ ]
[ ] [ ]

H1 Mobile Property Involved
[ ] None
1 [ ] Not involved in ignition, but involved
2 [ ] Involved in ignition, but did not burn
3 [X] Involved in ignition and burned

H2 Mobile Property Type & Make
[10] Passenger road vehicle
[FO] Ford
E-150
[1999]
[redacted] [TX] [1trx17wix[redacted]]

Local Use
[ ] Non-Fire Rmn Available
Some of the information provided on this report may be changed upon receipt of [illegible]
[ ] Arson report attached
[ ] Police report attached
[ ] Coroner report attached
[ ] Other reports attached

NFIRS 2 version [illegible]

EMSB-005-LC-1538

B Apparatus or Resource Identifier	Time and Dates (Month Day Year Hour Min)	Unit Type	Number of Persons	Use (Suppression / EMS / Other)	Additional Units
1 ID 0814 Type 11	Dispatch 11 30 2004 13:00 Arrival 11 30 2004 13:07 Clear 11 30 2004 13:09	X	4	Suppression	
2 ID 84 Type 11	Dispatch 11 30 2004 13:00 Arrival 11 30 2004 13:03 Clear 11 30 2004 13:57	X		Suppression	
3 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	
4 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	
5 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	
6 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	
7 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	
8 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	
9 ID Type	Dispatch Arrival Clear			Suppression / EMS / Other	

Type of Apparatus or Resources

Ground Fire Suppression
- 11 Engine
- 12 Truck or aerial
- 13 Quint
- 14 Tanker & pumper combination
- 16 Brush truck
- 17 ARF (Aircraft Rescue and FireFighting)
- 10 Ground fire suppression, other

Heavy Ground Equipment
- 21 Dozer or plow
- 22 Tractor
- 24 Tanker or tender
- 20 Heavy equipment, other

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

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

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

Medical & Rescue
- 71 Rescue unit
- 72 Urban search & rescue unit
- 73 High Angle rescue unit
- 75 BLS unit
- 76 ALS unit
- 70 Medical and rescue unit, other

Note Apparatus' Use Additional Shocks

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

UK None
UC Undetermined

NFIRS 5 Version 11/17/99

TOTAL BURNT

TOTAL BURNT

INTERIOR BURNT

INTERIOR BURNT

REAR BED NO DAMAGE

REAR BED NO DAMAGE

EMS-015-LC-1532

[redacted]

12/9/2004