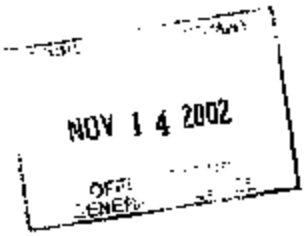
HICKMAN, GOZA & SPRAGINS
ATTORNEYS AT LAW
2026 SOUTH COMMERCE, SUITE 1
POST OFFICE DRAWER 943
GRENADA, MISSISSIPPI 38901
662-226-8003
FAX 662-226-9355



November 7, 2002

Ford Motor Company
Parklane Towers West
Suite 300
3 Parklane Boulevard
Dearborn MI 48126

Re: Fire loss of June 04, 2002; Policy #[redacted]
VIN: 1FTEX18L5VN[redacted]

Dear Sir:

Our firm has been retained by Mississippi Farm Bureau Insurance Company to pursue reimbursement of expenses which it paid on behalf of one of its insureds due to a fire which occurred on June 04, 2002. [redacted], the insured of Mississippi Farm Bureau Insurance Company was parked at Davis Farms on Litton Road, near Skene, Mississippi, and had left the truck to work, when a woman in a nearby house heard noises coming from the truck and saw smoke coming from the vehicle. The driver of the truck and another worker were contacted and extinguished the flame with several fire extinguishers and a portable water tank used on the farm. The vehicle is a 1997 F-150 XLT 4-Wheel Drive built in January 1997.

Mississippi Farm Bureau Insurance Company's investigations indicate that you, your agents or assigns were the cause of this accident. Their claims file indicates that you are not going to make voluntary payment toward this debt. Mississippi Farm Bureau Insurance Company incurred expenses in the amount of $10,001.25.

The purpose of my letter is to determine if you still maintain an unwillingness to reimburse Mississippi Farm Bureau Insurance Company for this expense. If we do not hear from you within the next ten (10) days, we will be left with no alternative other than to pursue this matter by way of filing a Complaint against you.

- Skene, MS
- 6-4-02
- VIN
- '97 F-150
- $10,001.25

If you would like to discuss this matter, please feel free to call me at the above number. We look forward to hearing from you.

Sincerely yours,

HICKMAN, GOZA & SPRAGINS

Melany B. Fortenberry

Melany B. Fortenberry
Legal Assistant

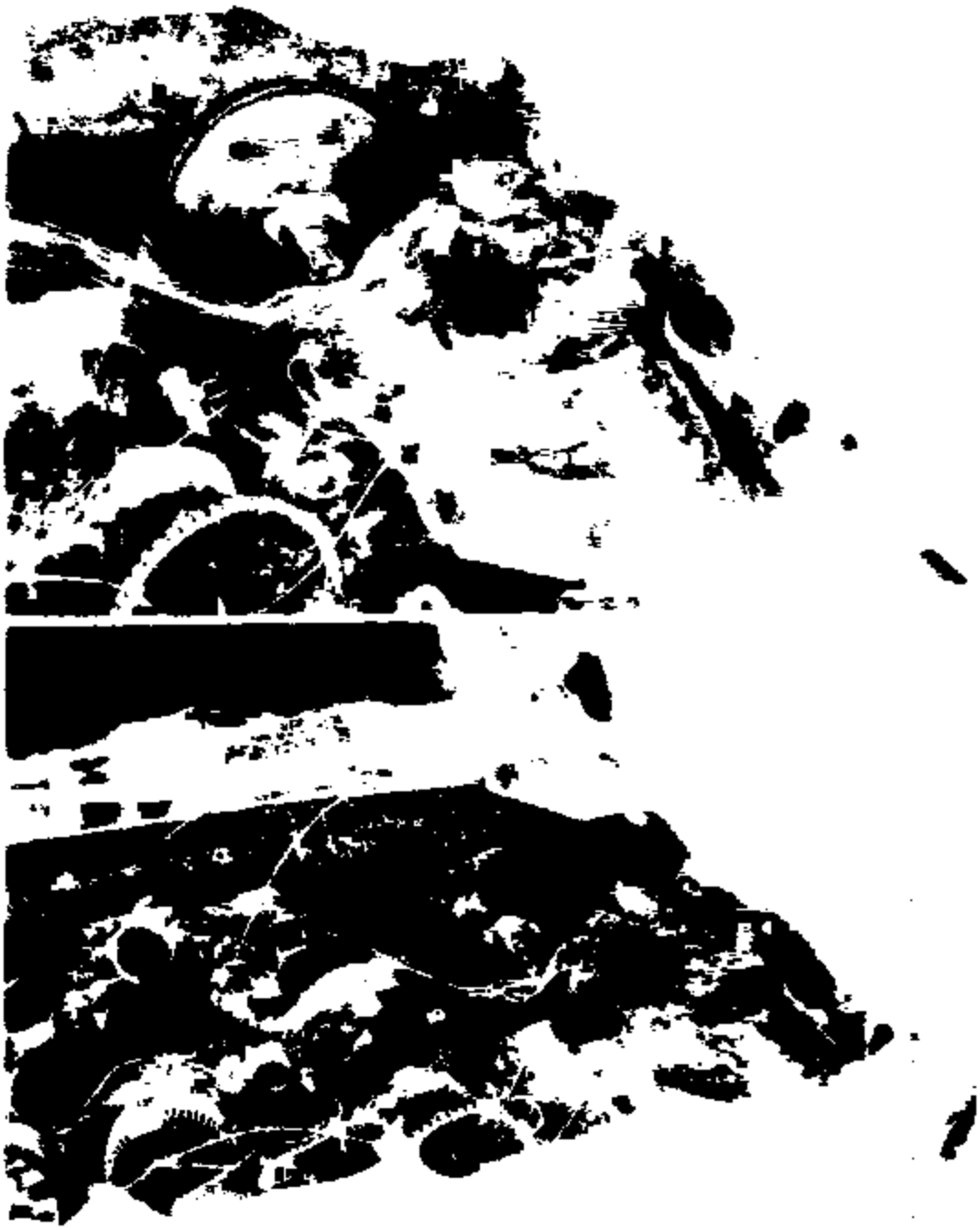
EA85-806-LC-2338

EA05-085-LC-2338

E005-005-LC-Z341

E985-005-LC-2342

ER65-665-LC-2343



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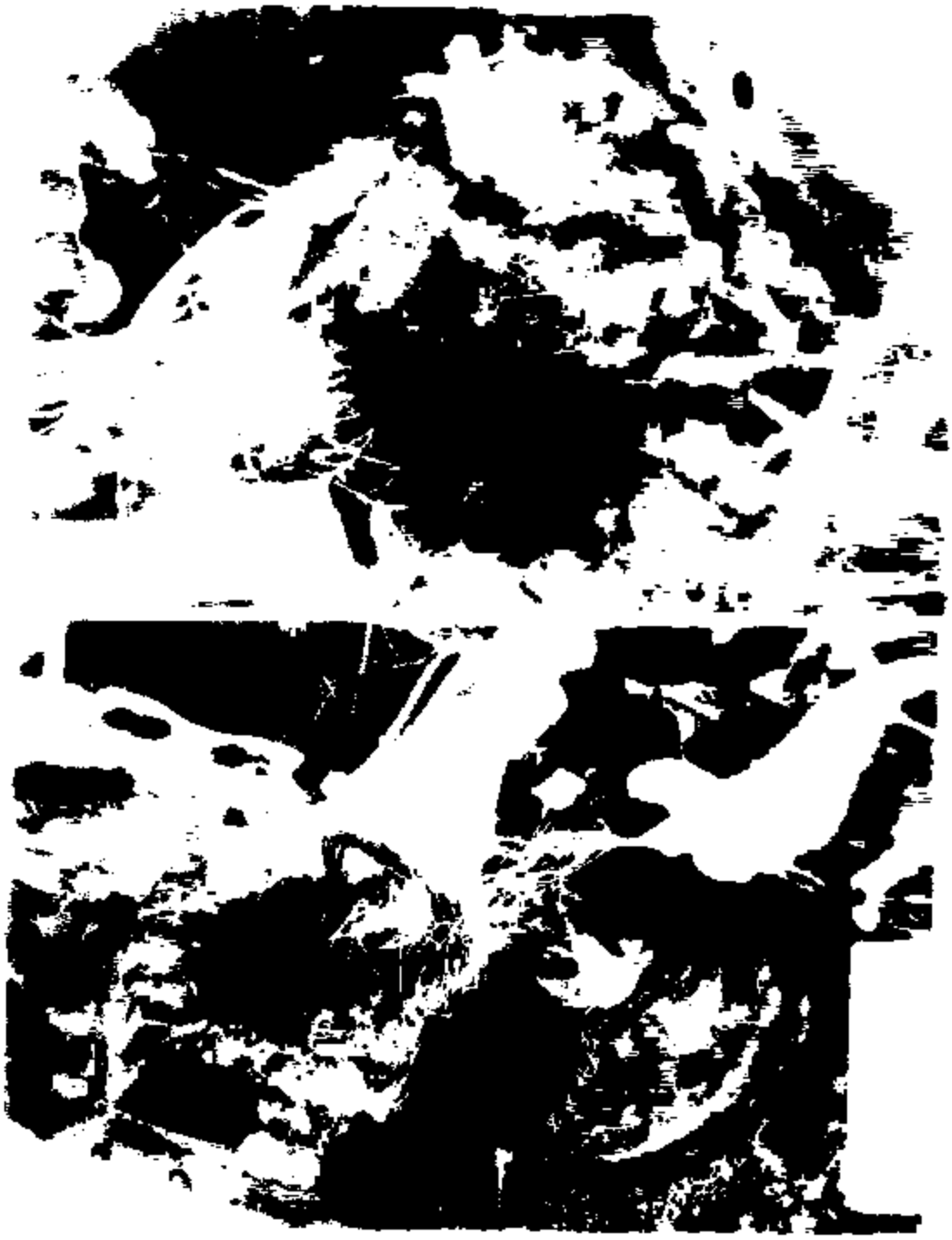
ER85-665-LC-2345



ER96-665-LC-2346

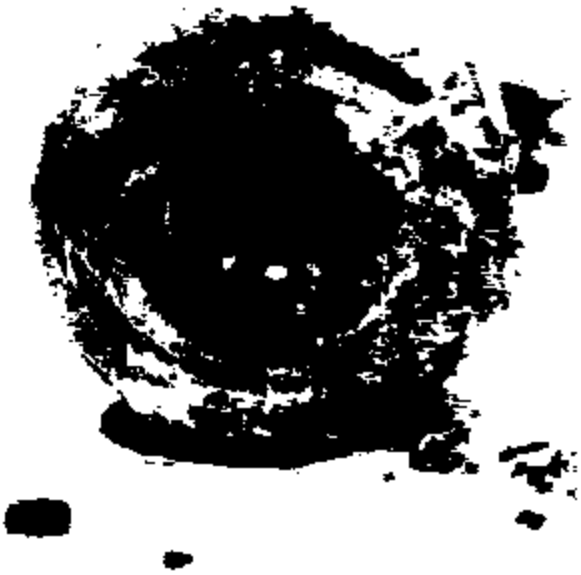
EM85-085-LC-2351

ER85-005-LC-2352

EA69-665-LC-2353

5986-665-LC-2354

SR85-005-LC-2355



EA65-865-LC-2358

ER85-685-LC-2357

ER85-065-LC-2358

[illegible]-[illegible]-LC-2359

IN THE COUNTY COURT OF BOLIVAR COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

[redacted] PLAINTIFF

VS. CAUSE NO. C-2003-94

FORD MOTOR COMPANY DEFENDANT

COMPLAINT

COMES NOW, Plaintiff, [redacted] Company, by and through their undersigned counsel, and for their Complaint against Ford Motor Company, defendant, would state as follows, to-wit:

PARTIES

I.

The plaintiff, [redacted], is a corporation organized and existing pursuant to the laws of the State of Mississippi, but authorized to do and doing business in the State of Mississippi.

II.

The defendant, Ford Motor Company is a corporation conducting business in the State of Mississippi, and is located at 300 Parklane Towers West, Dearborn, Mississippi, and may be served with process at this address.

JURISDICTION

III.

This court has subject matter jurisdiction over this controversy pursuant to Miss. Code Ann. §9-7-81 (1972 as amended).

IV.

Venue is proper in this jurisdiction pursuant to Miss. Code Ann. §11-11-3 as this is where the defendant, Ford Motor Company may be found.

FACTS

V.

On or about June 04, 2002, a vehicle owned by [redacted] was parked and unoccupied on Litton Road in Bolivar County, Mississippi, when smoke and fire began coming through the hood of the vehicle on the driver side causing fire damage to the vehicle..

VI.

Ford Motor Company's negligence was the sole proximate cause of the accident, wherein the vehicle owned by [redacted] and insured by Mississippi Farm Bureau Insurance Company suffered property damage in the amount of Nine Thousand, Five Hundred One And 25/100ths Dollars ($9,501.25).

VII.

As a result of the negligence of Ford Motor Company, Bruce Fullen sought payment of the property damages incurred arising out of the accident from the defendant, Ford Motor Company. However, the defendant refused to cooperate and therefore the damages incurred by [redacted] were not paid.

VIII.

[redacted] then sought payment of the property damages pursuant to the coverage provided under the automobile insurance policy secured with Mississippi Farm Bureau [illegible] Company.

[redacted] paid on behalf of and to its insured, [redacted] property damages totaling Nine Thousand, Five Hundred One And 25/100ths Dollars ($9,501.25).

IX.

[redacted] having paid the above described damages now seeks reimbursement from the defendant, Ford Motor Company, pursuant to their right of indemnification/subrogation in the amount of Nine Thousand, Five Hundred One And 25/100ths Dollars ($9,501.25).

WHEREFORE, PREMISES CONSIDERED, plaintiff prays that a judgment be rendered in their favor, and that they be awarded damages in the amount of Nine Thousand, Five Hundred One And 25/100ths Dollars ($9,501.25), plus pre- and post-judgment interest at the highest rate allowable by law and set by this court and for all other proper relief to which they may be entitled.

Respectfully submitted,

MISSISSIPPI FARM BUREAU
INSURANCE COMPANY

HICKMAN, GOZA & SPRAGINS
Attorneys at Law
P. O. Drawer 943
Grenada, MS 38902

BY: _____
GOODLOE T. LEWIS
Mississippi Bar No. 9889

CHARLIE MILLER
P. O. Box 99
Merigold, MS 38759-0099
(662) 748-2328
(662) 748-2527 (Fax)

June 18, 2002

Dennis Welch
Mississippi Farm Bureau
P. O. Box 780
Batesville, MS 38606

RE: Insured [redacted] Policy # [redacted]
VIN: 1FTEX14L3VK[redacted] Date of Loss: 6/4/02

Dear Mr. Welch:

The following report is based on information obtained during my inspection of the subject vehicle and interview with the owner on June 11, 2002. The vehicle was located at Davis Farms on Litton Road near Skene, MS. The vehicle had not been moved since the fire which had happened a week earlier. The owner of the truck stated he had driven the truck to work on the morning of the fire arriving at the farm headquarters at approximately 5:30 A.M. The truck was left unattended until approximately 1:30 P.M. when a lady in a nearby house heard noises coming from the truck and saw smoke coming from the vehicle. The driver of the truck was contacted and along with another worker, attempted to extinguish the fire with several fire extinguishers. After the fire extinguishers were exhausted the fire was extinguished with a large portable water tank used to fill chemical tanks on the farm tractors. The owner of the truck stated that when he first arrived at the scene of the fire, he saw flames coming through the hood of the truck on the driver's side. I was told by the driver that he had no recent problems with the truck and everything operated properly on the truck with the exception of the cruise control that had stopped working several weeks earlier.

The subject vehicle is a 1997 F-150 XLT 4-Wheel Drive built in January 1997. Burn patterns on the vehicle clearly show the fire started on the left side of the engine compartment. The hood is melted on the left and rear portion with the right side and the front portion remaining. (See Photos Roll 1, Frames 4 and 5.) The left front tire was partially melted by the fire (See Photos Roll 1, Frames 7 and 8) while the right front as well as all other tires were undamaged. (See Photos Roll 1, Frames 1, 2 and 3.) The greatest heat damage in the engine compartment was in an area on the left side near the Brake Booster and Master Cylinder. (See Photos Roll 1, Frame 8 through Frame 14.) Electrical components located in this area receiving full time 12 Volts include the Power

Distribution Box, Cruise Control Servo and the Cruise Control Deactivation Switch, also called the Brake Pressure Switch. The Power Distribution Box and Cruise Servo were partly melted by the fire. (See Photos Roll 1, Frames 17, 18 and 19.) There was no unusual arcing or melting noted on either of these components or the relays located in the Power Distribution Box. The end of the aluminum Brake Master Cylinder, located in the area of the greatest heat had melted and fallen underneath the truck. (See Photo Roll 1, Frame 12, 13, 14 and 18.) The end of the Master Cylinder and the Brake Pressure Switch were located on the ground underneath the truck just inside the left front tire. The Brake Pressure Switch was found separated from the end of the Master Cylinder. The switch was separated with the switch body located several inches from the base of the switch. The aluminum ring used to connect the switch housing to the base was not found nor were the wire terminals leading into the switch. The Master Cylinder end and Brake Pressure Switch parts were removed from underneath the truck, photographed and taken to my office for further analysis. (See Photos Roll 1, Frame 20, 21, 22 and 23.) Examination of the Brake Pressure Switch revealed extreme heat from electrical arcing inside the switch body. The electrical contacts inside the switch body were melted and beaded. (See Photos Roll 2, Frame 13, 14, 15, 16, 17 and 23.) Some of the melted switch components were still attached inside the body and several small pieces were loose. (See Photo Roll 2, Frame 17.) The metal cup located on the top of the Hexport of the switch was severely corroded and showed signs of electrical arching. (See Photos Roll 2, Frame 7, 9 and 24.) This corrosion on the cup of the switch is an indication the Kapton Seals inside the Hexport had failed before the fire allowing brake fluid to enter the switch body and corrode the switch parts and the cup. After carefully removing the lower crimp ring of the cup the Hexport was removed from the cup allowing examination of the three (3) Kapton Seals. The seals were found to be broken through all three layers in an area commonly referred to as the edge of the teardrop. (See Photos Roll 2, Frames 18, 21 and 22.) This seal failure is consistent with seal failures I have seen in other Brake Pressure Switches that I have examined. Based on the length of time the vehicle was parked, the driver's statement of the inoperative Cruise Control and the overwhelming evidence found inside the Brake Pressure Switch, it is my opinion this fire was a result of an electrical short of the Brake Pressure Switch.

If I can be of further assistance to you in this matter, please contact me.

Sincerely,

Charlie Miller
CM:jm

Enclosures (Rolls 1 & 2, Inv. 466)

State Farm Insurance Companies

Subrogation Unit
P.O. Box 149204
Austin, Texas 78714-9204

November 27, 2001

FORD MOTOR COMPANY
OFFICE OF GENERAL COUNSEL - PARKLANE TOWERS WEST
3 PARKLANE BLVD, STE 400
DEARBORN, MI 48126-2568

- 7/24/01
- $7912.
- 97 F150
- VIN
- 186,384 (N)
- TX

RE: Claim Number: [redacted]
Date of Loss: July 24, 2001
Our Insured: [redacted]
Claimant Name: FORD MOTOR COMPANY

Dear Sir:

This State Farm insured vehicle was involved in a fire. We settled a claim with our insured in the amount of $7911.58 which includes our insured's deductible.

Our investigation revealed the cause of loss was due to a resistant short within the brake pressure switch (cruise control deactivation switch) located on the top face of the brake master cylinder.

Enclosed is the documentation of State Farm's claim. The evidence is being held for your inspection. You may contact me at (512) 918-6439 to make arrangements to inspect the vehicle. Please consider this letter as our demand to Ford Motor Company for reimbursement of $7911.58.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the customer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

RECEIVED
CLAIMS UNIT
DEC - 3 2001
OFFICE OF THE
GENERAL COUNSEL

Sincerely,

R V P

Paul Villarreal Ext 6439
Senior Claim Representative
(888) 888-2114

State Farm Mutual Automobile Insurance Company

CAUSE NO. 8120-CAL

[redacted]	§	IN THE COUNTY COURT
VS.	§	AT LAW NUMBER _____
FORD MOTOR COMPANY	§	LIBERTY COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

[redacted] Plaintiff herein, complains of FORD MOTOR COMPANY, Defendant, and for cause of action shows:

I.

Plaintiff, [redacted] is an individual residing in Liberty County, Texas. Defendant, FORD MOTOR COMPANY, is a corporation authorized to do business in the State of Texas and can be served with process through its registered agent CT Corporation System, 350 N. St. Paul St., Dallas, Dallas County, Texas 75201.

II.

Defendant, FORD MOTOR COMPANY, was, at the time of this occurrence, and is now engaged in the business of manufacturing automobiles, for sale to and for use by members of the general public.

III.

On or about July 24, 2001, Plaintiff's 1997 Ford F-150 Truck, #1FTDF0725V[redacted] was parked outside of her residence in Liberty, Liberty County, Texas when the 1997 Ford F-150 Truck caught on fire. The fire occurred due to a resistant short within the brake pressure switch located on the top face of the brake master cylinder of the 1997 Ford F-150.

IV.

Plaintiff alleges that the product in question, namely the brake pressure switch, was defective and unsafe for its intended purposes at the time it left the control of Defendant manufacturer and at the time it was sold. The product was defectively designed and unreasonably dangerous to Plaintiff in that the design caused flames to ignite in that area. Therefore, Plaintiff invokes the doctrine of strict liability

In Section 402A, Restatement of the Law of Torts, 2nd, and as adopted by the Supreme Court of Texas. Further, in this connection, Plaintiff alleges that the defect in design was a producing cause of the damages set forth below.

In addition, Defendant, FORD MOTOR COMPANY expressly and impliedly warranted to the public generally, and specifically to the Plaintiff, that the 1997 Ford F-150 Truck was of merchantable quality and was safe and fit for the purpose intended when used under ordinary conditions and in an ordinary manner. Plaintiff relied upon these express and implied warranties and suffered the damages set forth below as a proximate result of the breach of these warranties.

V.

Plaintiff alleges that the Defendant was negligent in designing, manufacturing, and marketing the 1997 Ford F-150 Truck in the following respects:

1. The Defendant manufacturer was negligent in failing to design the vehicle so that the fire would not ignite, or, alternatively, once ignited not spread to other parts of the vehicle; and

2. The Defendant manufacturer was negligent in failing to provide a warning system to provide sufficient notice to Plaintiff that a malfunction in the brake pressure switch was imminent which could cause a fire.

Each and all of the foregoing acts and omissions, taken singularly or in combination, were a proximate cause of the Plaintiff's damages as set forth below.

VI.

Plaintiff cannot more specifically allege the acts of negligent manufacture or design on the part of Defendant, FORD MOTOR COMPANY, for the reason that facts in that regard are peculiarly within the knowledge of that Defendant, and, in the alternative, in the event Plaintiff is unable to prove specific acts of negligent design or manufacture, Plaintiff relies on the doctrine of res ipsa loquitur. In this connection, Plaintiff will show that the design and manufacture of the 1997 Ford F-150 Truck was within the exclusive control of Defendant, FORD MOTOR COMPANY. Plaintiff had no means of ascertaining

the method or manner in which the product was designed and manufactured, and it came into Plaintiff's possession in the same condition it was in when it left the control of Defendant, FORD MOTOR COMPANY. The occurrence causing harm to Plaintiff, as described herein, was one which, in the ordinary course of events, would not have occurred without negligence on the part of Defendant, FORD MOTOR COMPANY. Thus, Defendant FORD MOTOR COMPANY was negligent in the design, manufacture, or both of the 1997 Ford F-150 Truck, which negligence was a proximate cause of the damages sustained by Plaintiff.

VII.

As a proximate result of the negligence of Defendant, Plaintiff's 1997 Ford F-150 Truck was damaged and unable to be repaired.

VIII.

Plaintiff's [redacted] damages total an amount, which is in excess of the minimum jurisdictional limits of the Court.

IX.

By an instrument in writing, [redacted] assigned to State Farm Mutual Automobile Insurance Company, a corporation authorized to do business in the State of Texas, that portion of this cause of action herewith asserted which does not exceed an amount, which is in excess of the minimum jurisdictional limits of the Court. This assignment was in writing and took place before the filing of Plaintiff's petition. Under the terms of assignment of this cause of action, State Farm Mutual Automobile Insurance Company received the right to file suit in the name of the Plaintiff. State Farm Mutual Automobile Insurance Company has elected to prosecute this cause of action which was assigned to it in the name of [redacted] thus said insurance company is the Plaintiff in this cause of action. This paragraph is not to be read to the jury, nor is the fact of this assignment to be known to the jury.

WHEREFORE, Plaintiff requests that Defendant be cited to appear and answer, and that on final trial Plaintiff has:

1) Judgment against Defendant for a sum in excess of the minimum jurisdictional limits of the Court, with interest at the legal rate from the date this suit is filed until judgment.

2) Interest after judgment at the rate of 10% per annum until paid.

3) Costs of suit.

4) Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

STEPHEN E. GARNER, P.C.

By: 

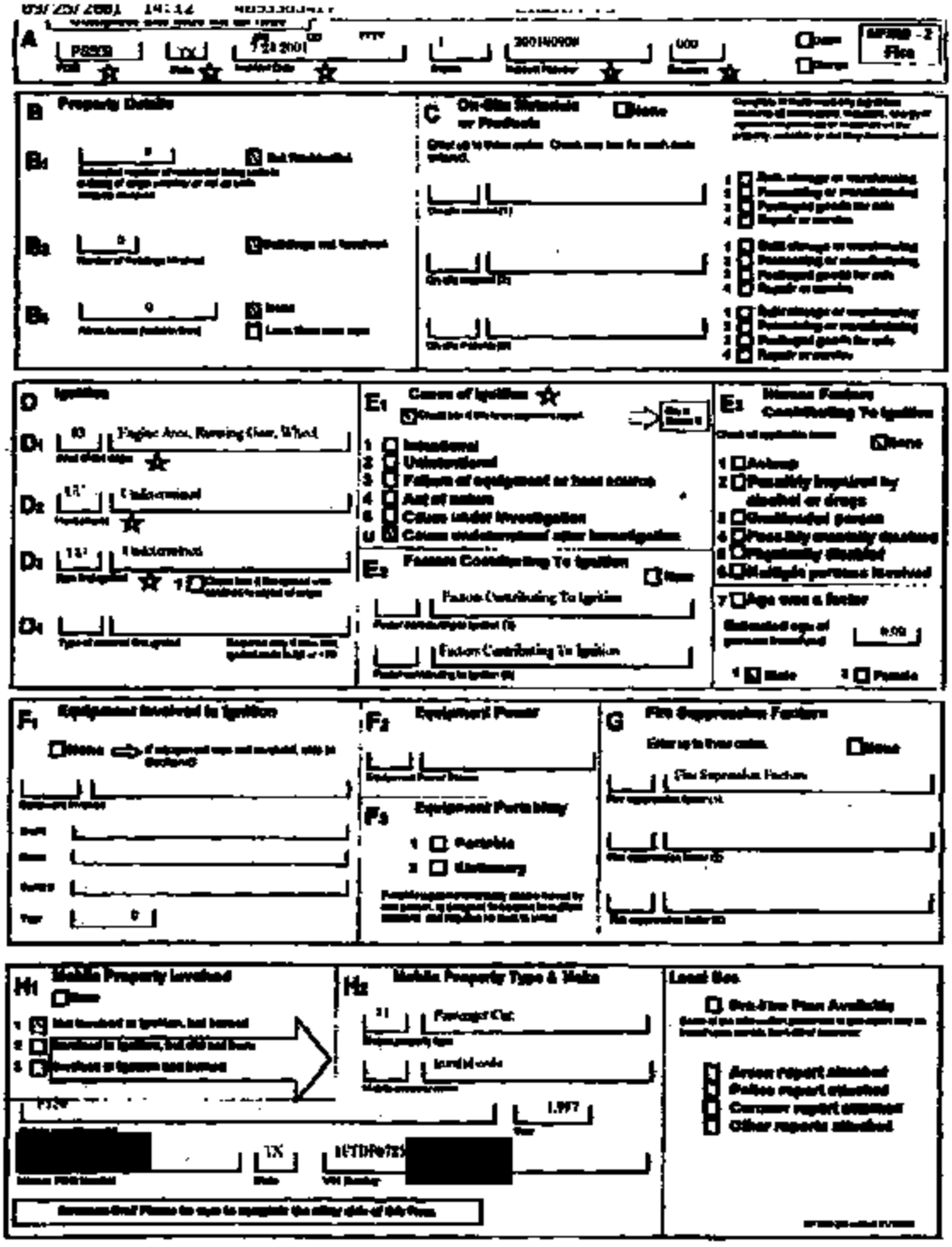
Stephen E. Garner
TBA# 07677450
Suzanne K. Rose
TBA# 00791043
Cory L. Chandler
TBA #24012410
7660 Woodway, Suite 465
Houston, Texas 77063
(713) 952-0122
(713) 952-1660
ATTORNEYS FOR PLAINTIFF

FILED
at 11:20 o'clock A M
FEB 19 2002
DELIA SELLERS
CLERK DIST. COURT, LIBERTY COUNTY, TEXAS
BY _____ DEPUTY

ER05-666-LC-2372

VI. ATTACHMENTS

A. FIRE DEPARTMENT REPORT



A
B Property Details
B1
B2
B3
C On-Site Materials or Products
D Ignition
D1 Flight Area, Running Gear, Wheel
D2 Undetermined
D3 Undetermined
D4
E1 Cause of Ignition
1 Intentional
2 Unintentional
3 Failure of equipment or heat source
4 Act of nature
5 Cause under investigation
U Cause undetermined after investigation
E2 Factors Contributing To Ignition
Factor Contributing To Ignition
Factor Contributing To Ignition
E3 Human Factors Contributing To Ignition
1 Asleep
2 Possibly impaired by alcohol or drugs
3 Overheated person
4 Possibly mentally deficient
5 Physically disabled
6 Multiple persons involved
7 Age was a factor
1 Male
2 Female
F1 Equipment Involved in Ignition
Make
Model
Serial
Year
F2 Equipment Power
F3 Equipment Portability
1 Portable
2 Stationary
G Fire Suppression Factors
Fire Suppression Factor
H1 Mobile Property Involved
1
2
3
H2 Mobile Property Type & Make
Passenger Car
1,997
TX
Area report attached
Police report attached
Coroner report attached
Other reports attached

RECEIVED

OCT 27 ...

STATE FARM SIU

A — NFIRS - 10 Personnel

B Address or Request ★	Dates and Times (Check if same date and time again)	Sent	Number of People ★	Use ★ (Check ONE box for each suppression unit or vehicle)	Actions Taken (Up to 4 actions and most appropriate and strategic listed)
ID 20 Type 11	Dispatch 7/24/2001 15:24:00 Arrival 7/24/2001 15:37:00 Clear 7/24/2001 15:40:00	☒	9	☐ Suppression Unit ☐ ☐ ☒ Other	86

Personnel ID ★	Name	Rank or Grade	Attend ☒	Action Taken	Action Taken	Action Taken	Action Taken
9999	Baker, Cindy		☒	86			
9999	Huddleston, Jennifer	Firefighter	☒	86			

ID 20 Type	Dispatch 7/24/2001 15:24:00 Arrival 7/24/2001 15:37:00 Clear 7/24/2001 15:40:00	Sent ☒	9	☐ Suppression Unit ☐ ☐ ☒ Other	86

Personnel ID ★	Name	Rank or Grade	Attend ☒	Action Taken	Action Taken	Action Taken	Action Taken
1957	Brown, Christian		☒	86			
9577	Little, Michael		☒	86			
7034	Wolff, Emily		☒	86			

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[illegible] 2001
STATE FARM SIU

VI. ATTACHMENTS

B. PHOTOGRAPHS

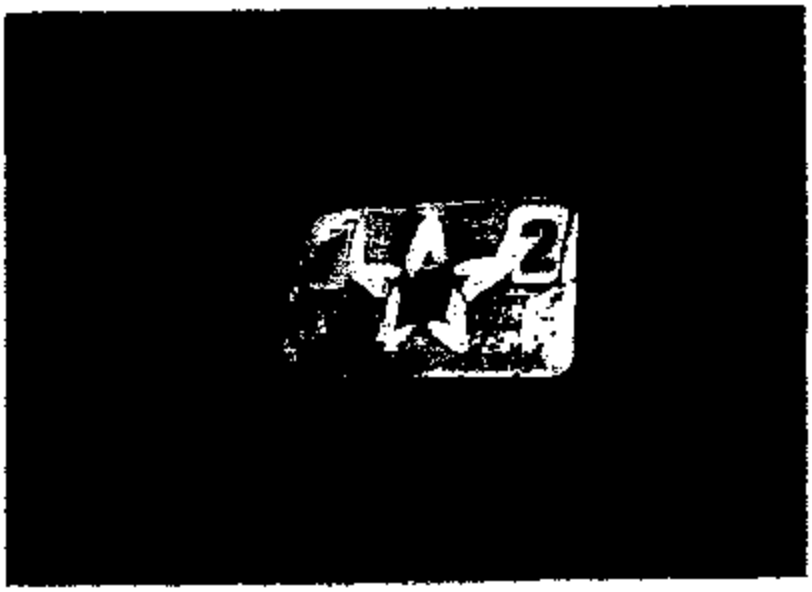
1. View showing the front of the 1997 Ford truck.

2. Rear view of the Ford truck.

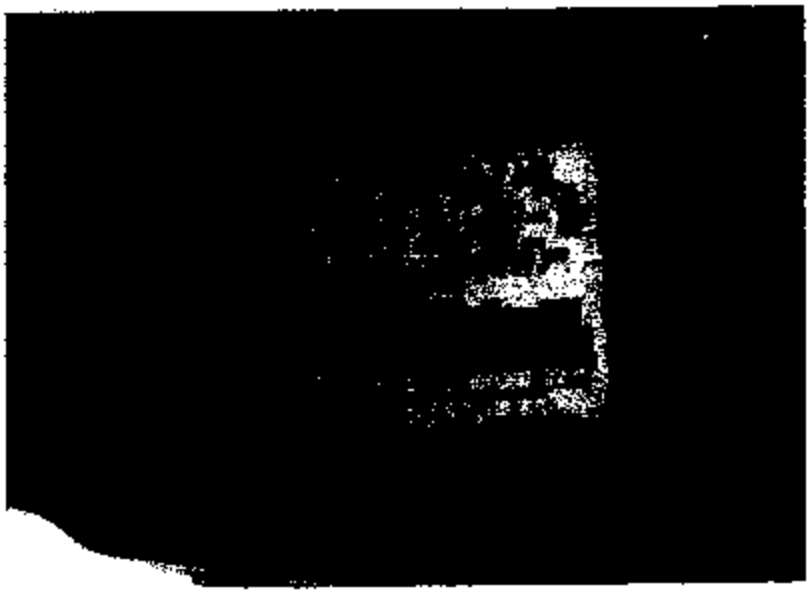
3. Right side view of the Ford truck.

4. Left side view of the Ford truck.

7. View of the Texas Department of Public Safety inspection sticker.

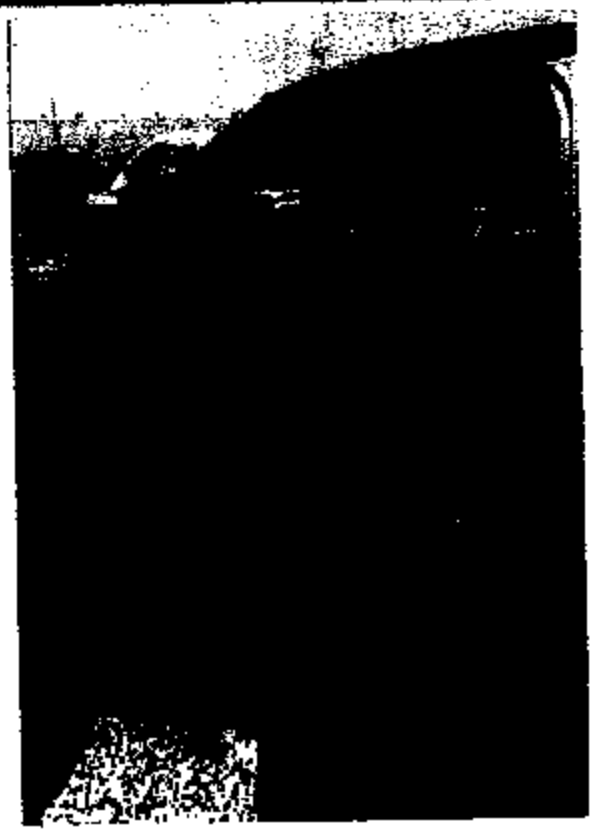


8. View of the vehicle identification number.



9. View of the odometer reading.

10. View of the passenger compartment as viewed from the left to the right.
→



11. View of the engine compartment.

12. View of the left half of the engine compartment.
→

13. View of the right half of the engine compartment.
→

14. View of the engine compartment as viewed from the right to the left.

15. View of the engine compartment as viewed from the left to the right.

16. View of the burn observed adjacent to the vacuum brake booster.

17. View of the burn observed adjacent to the brake booster as viewed from the right to the left.

18. View of the outer face of the brake master cylinder.

19. View showing the rear of the brake master cylinder.

20. View showing the front of the brake master cylinder.

21. Overview of the brake pressure cut-off switch, also known as the cruise control deactivation switch.

22. Closer view of the brake pressure switch.

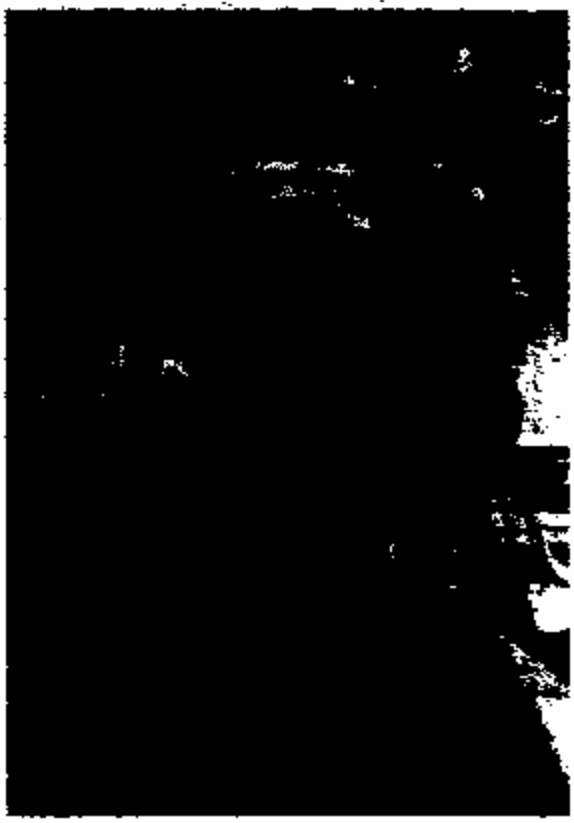
23. View of the brake pressure switch in relationship to the cruise control cable. Note the area of burn on the cruise control cable.

24. View of the brake pressure switch as viewed from the right to the left.

25. Closer view of the brake pressure switch as viewed from right to the left.

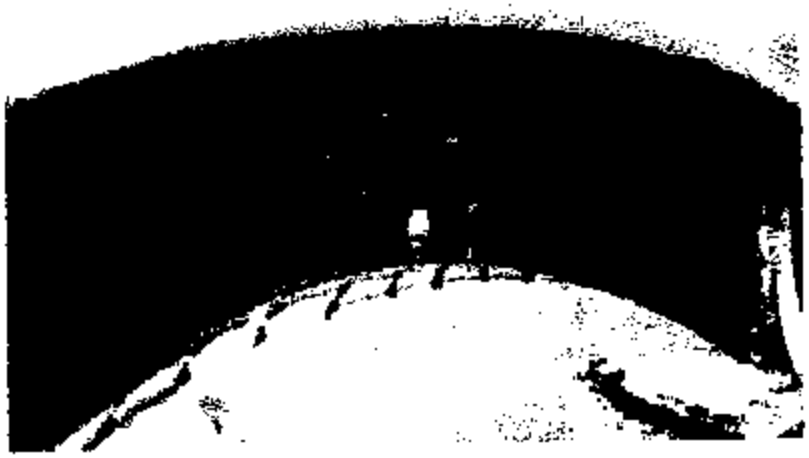
26. Overview of the brake pressure switch in relationship to the cruise control cable and the burn observed to the area adjacent to the brake pedal booster.

→



27. View of the burned connector to the brake pressure switch.
→

28. Overview of the ABS RABS valve and its wiring box.



The ProNet Group, Inc.

2470 Gray Falls Drive
Suite 250
Houston, Texas 77077-6598
281.496.2965 (phone)
281.496.9804 (fax)
800.916.7668 (toll free)
pronet1@flash.net (eMail)
www.pronetgroup.com

PULL ☐ DROP
MAIL & FILE

OCT 26 2001

BAYTOWN CSO

The ProNet Group, Inc.

REPORT OF FINDINGS

CLAIM NO: [redacted]
DOL: 07/24/01

INSURED: [redacted]
1997 FORD TRUCK

Prepared for:

MS. BOBBI VASEK
STATE FARM INSURANCE COMPANY
P. O. BOX 680127
HOUSTON, TEXAS 77268

Randy Callison, ASE
Consultant

Lloyd C. Hawkins, CFEI, CFI
Project Manager

October 22, 2001

ProNet File No. 5843

RECEIVED
OCT 25 2001
STATE FARM SIU

E905-605-LC-2396

Table of Contents

I. INTRODUCTION

On July 24, 2001, a fire occurred involving a Ford vehicle. On September 14, 2001, The ProNet Group, Inc., was retained by Ms. Bobbi Vasek of State Farm Insurance Company to inspect the vehicle and determine the origin and cause of the fire.

On September 18, 2001, Randy Callison of The ProNet Group inspected the vehicle at Bayou City Auction Pool, located at 16602 East Hardy Road, Houston, Texas. During this visit, the vehicle exterior and interior were visually observed and photographs were taken to document our observations. All photographs are available for review.

II. BASIS OF REPORT

This report is based on the following:

1. Inspection of the vehicle.
2. Research of the National Highway Traffic Safety Administration (NHTSA) records to identify any preliminary evaluations, engineering analyses, or recalls on 1997 Ford trucks.
3. Interview with the driver of the vehicle.
4. Review of repair receipts.
5. Information and observations as noted in this report.

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.

III. VEHICLE DESCRIPTION

The vehicle was identified as a blue two-door 1996 Ford F150 truck bearing: Texas license plate No. UM3614; Vehicle Identification No. 1FTDF0725V[redacted] and, Texas Department of Public Safety Inspection No. H11936994, expiration date unknown. The vehicle registration sticker was missing from the windshield. At the time of our inspection, vehicle mileage was 186,384.

IV. CONCLUSION

Based on our observations and findings as noted in this report, it is our opinion that the 1997 Ford F150 truck fire originated in the left rear third of the engine compartment and was caused by a resistant short within the brake pressure switch (cruise control deactivation switch) located on the top face of the brake master cylinder. It is further our opinion that Ford Motor Company should be held accountable for the loss. Furthermore, it is our opinion that the relationship between the brake pressure cut-off switch and the brake fluid reservoir should be addressed.

We base our opinions on the following:

1. Our inspection of the engine compartment revealed a mild upper level burn that was more intense in the left rear third of the engine compartment than observed throughout any other area.

2. With the burn noted to the wiring harness routed adjacent to the brake booster, the cruise control cable, the RABS valve wiring and the brake fluid reservoir and grommets, we place the point of origin at the brake pressure switch. In fact, the switch was in the center of the most intensely burned area of the left rear third of the engine compartment.

3. With the burn noted to the exterior and interior of the brake pressure switch it can be concluded that a high resistance short occurred [exceeding five (5) ohms] within the interior electrical portion of the switch. Subsequently, the switch overheated melting (by radiant heat transfer), then igniting the plastic composite material of the brake fluid reservoir. It should be noted that the switch is located approximately three-sixteenths inch (3/16") forward of the lower front face of the brake fluid reservoir.

Ford Motor Company Corporate Offices are located at American Road, Dearborn, Michigan, Phone No. 313-322-3000.

V. DISCUSSION

INTERVIEW

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

1. On the day of the fire, she drove home from work and parked the vehicle outside her house.

2. Shortly after, a neighbor knocked on her door informing her that the vehicle was on fire.

3. She noticed fire coming from under the hood and the front windshield had shattered.

4. Liberty Fire Department was contacted and extinguished the fire.

5. A new engine was installed on the truck on April 6, 2001.

VEHICLE INSPECTION

Our exterior inspection of the vehicle revealed:

1. The left rear area of the hood was void of paint.

2. The front windshield was cracked adjacent to the left windshield wiper arm. It should be noted this windshield wiper arm was fire damaged.

3. The center third of the left front plastic composite inner fender well was consumed.

Inspection of the interior of the vehicle did not reveal any indication of burn.

Inspection of the engine compartment revealed a mild upper level burn, specifically in the left rear corner, adjacent to the brake power booster. More specifically:

1. The right half of the engine compartment did not evidence any burn.

2. The wiring harness, that routed from the right side of the firewall to the under-hood fuse block assembly, contained burn to the plastic protective conduit adjacent to the brake power booster.

3. The under-hood light wiring harness protective conduit was consumed in the area forward of the brake power booster.

4. The clutch cylinder fluid reservoir was mildly burned and had fallen away from its location at the firewall.

5. Master cylinder brake fluid reservoir was totally consumed, leaving only the sealing rubbers on the top face of the brake master cylinder.

Our closer inspection of the brake master cylinder revealed:

1. The rear sealing rubber was mildly burned around its outer circumference while the front sealing rubber revealed a more intense burn along its outward circumference.

2. The brake fluid warning level switch with its wiring harness attached was located on the top face of the master cylinder. Approximately one inch (1") of wiring harness was insulation void.

3. The ABS RABS valve wiring harness was mildly burned, as well as the wiring harness routed toward the rear of the vehicle along the outward side of the left frame rail. The wiring harness and connector for the ABS valve was intensely burned on the top face, while the bottom face of the

connector was basically intact. This is indicative of a fire that was more intense above than below this connector.

4. Brake pressure cut-off switch (cruise control deactivation switch), with its wiring harness attached, was located on the top face forward end of the brake master cylinder. The switch was intensely burned and approximately three inches (3") of the switch wiring harness was void of insulation. It should also be noted the protective sheathing for the cruise control cable was void of insulation were it routed directly above and to the right of the switch. This is indicative of a fire that was intense under this cable.

Closer inspection of the brake pressure switch (cruise control deactivation switch) secured directly in front of the front brake fluid reservoir grommet, on the top face of the master cylinder, revealed:

1. The plastic composite electrical wiring connector secured to the top of the pressure switch was twenty percent (20%) consumed.

2. The two (2) electrical wiring connectors ends were still attached to the switch, were bluish in color and burned.

3. Intense burn was observed to the interior of the plastic composite material of the pressure switch.

4. The rear face of the securing ring (the part that secures the electrical portion of the switch to the main switch body) that faced the front master cylinder brake fluid reservoir grommet was severely burned and discolored.

5. Inspection of the fuse block within the interior of the vehicle revealed fuse No. 13, which is the fuse for the brake pressure switch circuit, was not blown.

6. With the burn noted to the exterior and interior of the brake pressure switch it can be concluded a high resistance short occurred [exceeding five (5) ohms] within the interior electrical portion of the switch. Subsequently, the switch overheated melting (by radiant heat transfer), then igniting the plastic composite material of the brake fluid reservoir. It should be noted that the switch is located approximately three-sixteenths inch (3/16") forward of the lower front face of the brake fluid reservoir.

MITCHELL REPAIR INFORMATION REVIEW

We contacted the Mitchell Repair Information Co., LLC (Mitchell-on-Demand) to identify the function of the No. 13 fuse for 1997 Ford F150 vehicles. Review of the Mitchell Repair wiring diagram for 1997 Ford F150 vehicles revealed that fuse No. 13 protects the brake pressure switch, the rear wheel anti-lock brake module, and the brake on/off switch. The No. 13 fuse is "hot at all times".

RECALLS

We searched the National Highway Traffic Safety Administration (NHTSA) database to identify any preliminary evaluations, engineering analyses, or recalls on 1997 Ford F150 vehicles relating to brake pressure switch failures.

A search of their records, as well as technical service bulletins, did not indicate any problems relating to brake pressures switch failures within Ford F150 vehicles at this time.

SUMMARY

In summary, this 1997 Ford F150 truck fire originated within the left rear third of the engine compartment and was caused by a resistant short [exceeding five (5) ohms] within the brake pressure switch (cruise control deactivation switch) located on the top face of the brake master cylinder. It is further our opinion that Ford Motor Company should be held accountable for the loss.

RECOMMENDATIONS

We recommend that the 1997 Ford F150 truck 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 the Ford truck by any other concerned parties.

VI. ATTACHMENTS

A. FIRE DEPARTMENT REPORT

NFIRS - 2
Fire

A

B Property Details

B1 0 None

B2 0 Buildings not involved

B3 0 None

C On-Site Materials or Products None

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

D Ignition

D1 99 Region Area, Burning Gone Wood

D2 UU Undetermined

D3 UU Undetermined

D4

E1 Cause of Ignition

1 Intentional
2 Unintentional
3 Failure of equipment or heat source
4 Act of nature
5 Cause under investigation
6 Cause undetermined after investigation

E2 Factors Contributing To Ignition None

Factors Contributing To Ignition

Factors Contributing To Ignition

E3 Human Factors Contributing To Ignition None

1 Asleep
2 Possibly impaired by alcohol or drugs
3 Unattended person
4 Possibly mentally disabled
5 Physically disabled
6 Multiple persons involved
7 Age was a factor

Estimated age of person involved

1 Male 2 Female

F1 Equipment Involved in Ignition None

F2 Equipment Power

F3 Equipment Pertaining

1 Portable
2 Stationary

G Fire Suppression Factors None

Fire Suppression Factors

H1 Mobile Property Involved None

1 Was involved in ignition, but limited
2 Involved in ignition, but did not have
3 Involved in ignition unintentional

H2 Mobile Property Type & Make

11 Passenger Car

Aircraft code

1997

TX

1FTDF0721(9[redacted]

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

Loss Use

Pre-Fire Plan Available

Arson report attached
Police report attached
Coroner report attached
Other reports attached

RECEIVED

OCT 27 2001

STATE FARM SIU

E885-005-LC-2481

A — NFIRS - 1B Personnel

FDID	State	Incident Date (MM DD YYYY)	Station	Incident Number	Exposure
79307	TX	7/24/2001	1	20010905	000

B — Apparatus or Resource

ID	Type	Dispatch	Arrival	Clear	Sent	Number of People	Use	Actions Taken
20	11	7/24/2001 13:24:00	7/24/2001 13:27:00	7/24/2001 15:43:00	☑	6	☐ Suppression ☐ EMS ☑ Other	

Personnel ID	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
0808	Baker, Cody		☑	65			
0903	Huddleston, Jennifer	Firefighter	☑	65			

ID	Type	Dispatch	Arrival	Clear	Sent	Number of People	Use	Actions Taken
20		7/24/2001 13:24:00	7/24/2001 13:27:00	7/24/2001 15:43:00	☑	6	☐ Suppression ☐ EMS ☑ Other	

Personnel ID	Name	Rank or Grade	Attend	Action Taken	Action Taken	Action Taken	Action Taken
1997	Brown, Christian		☑	65			
0977	Ellis, Michael		☑	65			
7094	Wulff, Emily		☑	65			

VI. ATTACHMENTS

B. PHOTOGRAPHS

1. View showing the front of the 1997 Ford truck.

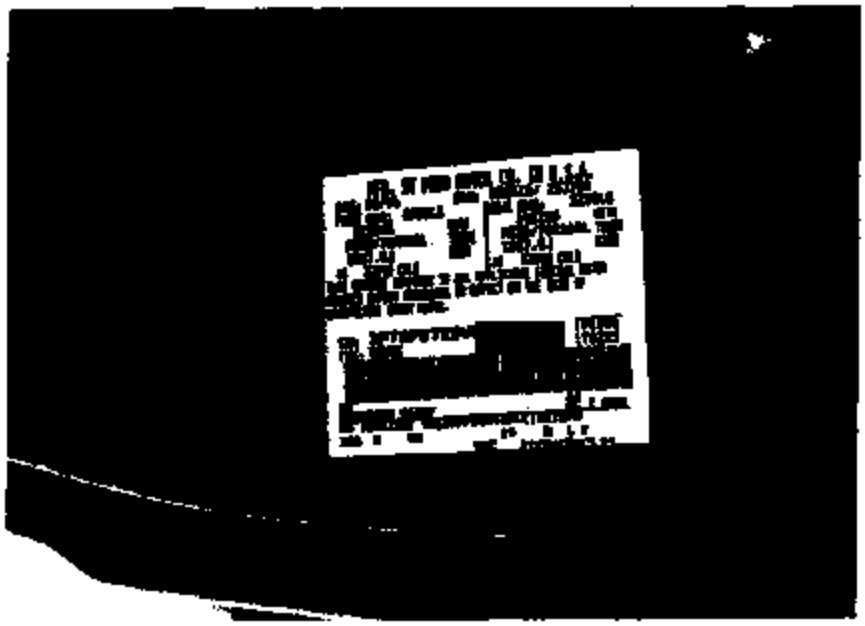
2. Rear view of the Ford truck.

3. Right side view of the Ford truck.

4. Left side view of the Ford truck.

7. View of the Texas Department of Public Safety Inspection sticker.

8. View of the vehicle identification number.



9. View of the odometer reading.

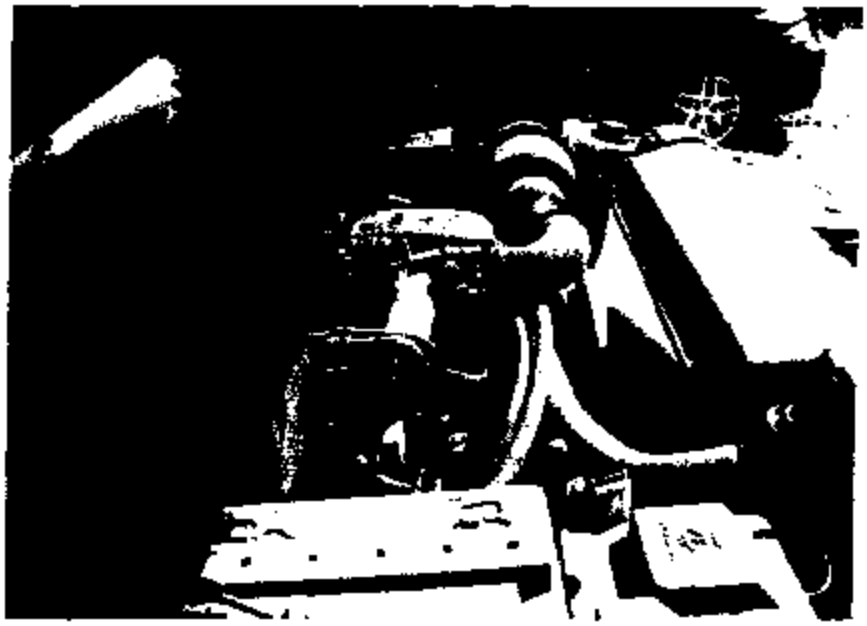
10. View of the passenger compartment as viewed from the left to the right. →

11. View of the engine compartment.

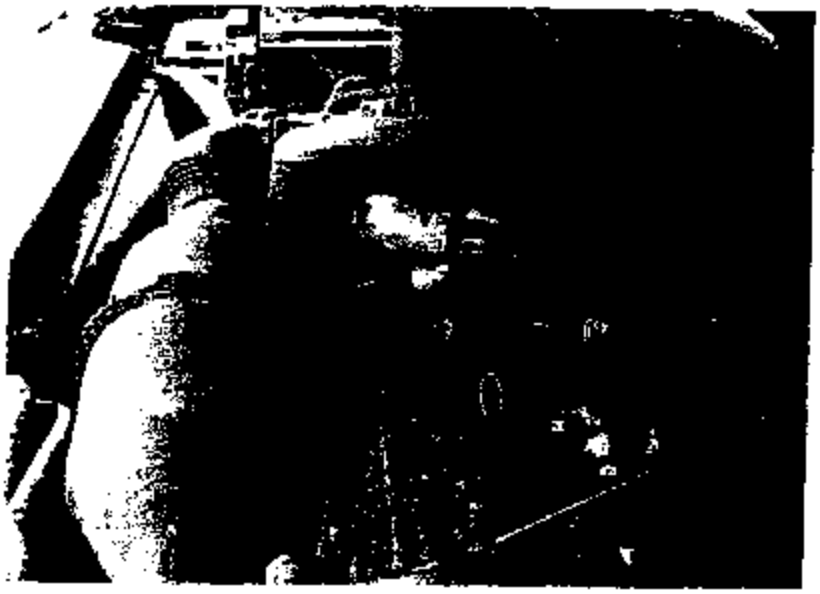
12. View of the left half of the engine compartment.
→

13. View of the right half of the engine compartment.
→

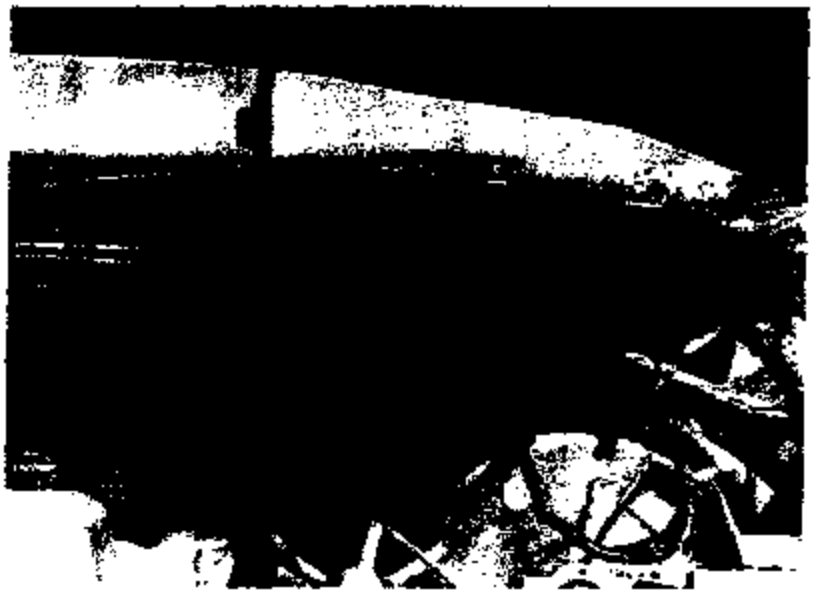
14. View of the engine compartment as viewed from the right to the left.



15. View of the engine compartment as viewed from the left to the right.



16. View of the burn observed adjacent to the vacuum brake booster.



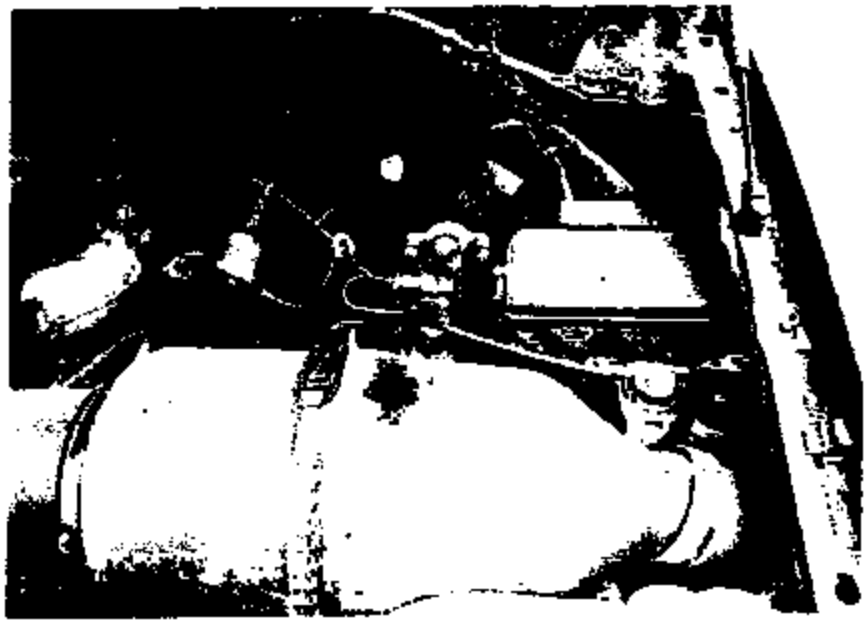
17. View of the burn observed adjacent to the brake booster as viewed from the right to the left.

18. View of the outer face of the brake master cylinder.

19. View showing the rear of the brake master cylinder.

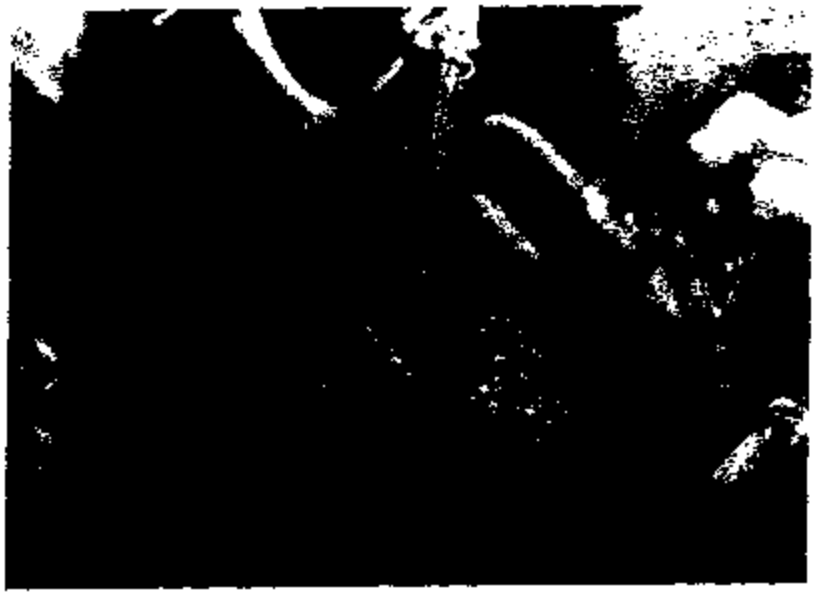
20. View showing the front of the brake master cylinder.

21. Overview of the brake pressure cut-off switch, also known as the cruise control deactivation switch.



22. Closer view of the brake pressure switch.

23. View of the brake pressure switch in relationship to the cruise control cable. Note the area of burn on the cruise control cable.



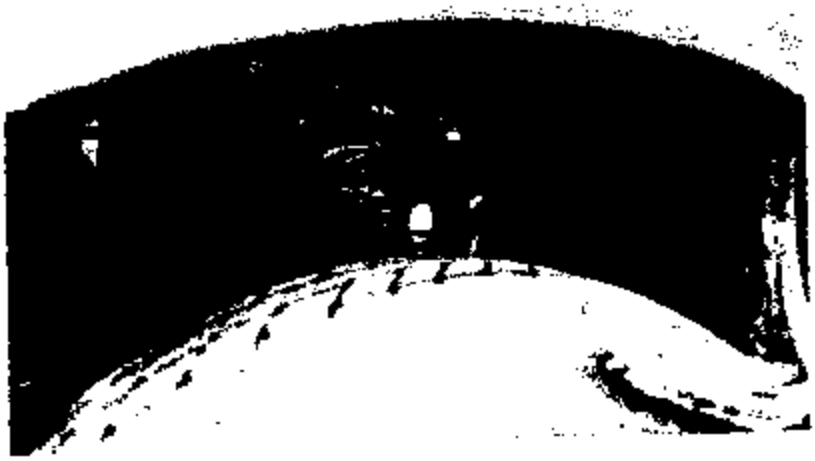
24. View of the brake pressure switch as viewed from the right to the left.

25. Closer view of the brake pressure switch as viewed from right to the left.

26. Overview of the brake pressure switch in relationship to the cruise control cable and the burn observed to the area adjacent to the brake pedal booster.
→

27. View of the burned connector to the brake pressure switch.
→

28. Overview of the ABS RABS valve and its wiring box.



29. Closer view of the ABS RABS valve and its wiring box.

[redacted]
individually and on behalf of their minor child [redacted]
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY and STATE FARM FIRE AND CASUALTY COMPANY

VERSUS NO. 139505

FORD MOTOR COMPANY and BARKER AUTO GROUP, INC. d/b/a BARKER MITSUBISHI

32ND JUDICIAL DISTRICT COURT

PARISH OF TERREBONNE

STATE OF LOUISIANA

PETITION

NOW INTO COURT, through undersigned counsel, come plaintiffs, [redacted] and [redacted] individually and on behalf of their minor child, [redacted], persons of the full age of majority domiciled in the Parish of Terrebonne, and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY and STATE FARM FIRE AND CASUALTY COMPANY, foreign insurers, authorized to do and doing business in the State of Louisiana, who, with respect, represent the following:

1.

Named defendants herein are:

a. Ford Motor Company, a foreign company, authorized to do and doing business in the State of Louisiana,

b. Barker Auto Group, Inc. d/b/a Barker Mitsubishi, a domestic corporation authorized to do and doing business in the Parish of Terrebonne, State of Louisiana,

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

2.

At all times pertinent hereto, Monte and Dona Babin were the owners of a certain residence, located at [redacted] Houma, Louisiana, (hereinafter referred to as the "[redacted] residence") and a 1997 Ford F150 pickup truck, identified by Vehicle Identification Number 1FTDX07I64VK[redacted] (hereinafter referred to as the "Babin vehicle").

3.

On or about August 22, 2002, while the Babin vehicle was parked under the carport of the Babin residence, a fire occurred in the Babin vehicle causing substantial damage to both the vehicle and the residence.

JUDGE-DIVISION A

E485-005-LC-2418

4.

The fire originated in the engine compartment of the Babin vehicle, and was caused by a defect in the speed control deactivation switch, the electrical system, and/or other defects within the 1997 Ford F150 pickup truck.

5.

The 1997 Ford F150 pickup truck was designed, manufactured, assembled, and sold by defendant, Ford Motor Company.

6.

The 1997 Ford F150 pickup truck was subsequently purchased as a used vehicle by the Babins on or about March 22, 2000, from Barker Auto Group, Inc. d/b/a Barker Mitsubishi.

7.

At all times pertinent hereto, Ford Motor Company had actual and/or constructive knowledge that the speed control deactivation switch could develop a resistive short in the electrical circuit or otherwise fail, resulting in an underhood fire.

8.

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

A. Manufacturing, assembling, marketing and/or selling a product which was unreasonably dangerous in construction or composition;

B. Manufacturing, assembling, marketing and/or selling a product which is unreasonably dangerous in design;

C. Manufacturing, assembling marketing and/or selling a product which is unreasonably dangerous because an adequate warning about the product was not provided; and

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

9.

In the alternative and/or in addition, defendant, Barker Auto Group, Inc. d/b/a Barker Mitsubishi, is liable to plaintiffs in redhibition because the 1997 Ford F150 pickup truck contained a pre-existing condition, which rendered the vehicle defective within the meaning of Louisiana Civil Code Articles 2520, *et seq.*

10.

The defect rendered the property so useless and/or so inconvenient that th[redacted] would not have bought the property had they known of the defect.

11.

The defect existed at the time of the sale of the property, but was not disclosed to th[redacted]

12.

The defect constitutes a hidden defect which was not apparent by ordinary inspection, and which has rendered the 1997 Ford F150 pickup truck unfit for its intended purpose. The Babins made a reasonable inspection of the vehicle before completion of the sale and delivery of the property, but did not discover the hidden defect until after the sale.

13.

As a result of the defect, defendant, Barker Auto Group, Inc. d/b/a Barker Mitsubishi, is liable to plaintiffs for the return of the purchase price with interest and reimbursement for expenses occasioned by the sale, consequential damages, and costs incurred for the preservation of the vehicle.

14.

Plaintiffs were unable to give defendant, Barker Auto Group, Inc. d/b/a Barker Mitsubishi, notice of the defective condition or a reasonable opportunity to make necessary repairs and/or refund the purchase price because the Babin vehicle was destroyed by the redhibitory defect.

15.

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

16.

Pursuant to the terms of its insurance policy and as a result of the fire, State Farm Mutual Automobile Insurance Company paid to or on behalf of its insured [redacted] the sum of FIFTEEN THOUSAND THREE HUNDRED FOURTEEN & 00/100 ($15,314.00) DOLLARS.

17.

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

18.

Pursuant to the terms of its insurance policy and as a result of the fire, State Farm Fire and Casualty Company paid to or on behalf of its insureds [redacted] the sum of TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED THIRTY-SEVEN & 22/100 ($262,837.22) DOLLARS.

19.

Petitioners, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company are subrogated, legally, conventionally, and by the terms of the policies, to the rights of [redacted] against defendants, Ford Motor Company and Barker Auto Group, Inc. d/b/a Barker Mitsubishi , to the extent of payments made herein to, or on behalf of, Monte and [redacted]

20.

[redacted] individually and on behalf of their minor daughter, [redacted] itemize their damages as follows:

a) Uninsured loss for loss of contents of their home and automobile;

b) Loss of use of the 1997 Ford F150 pickup truck;

c) Mental pain and suffering;

d) Inconvenience;

e) Loss of gratification or intellectual or physical enjoyment of lifestyle;

f) Loss of income;

g) Loss of enjoyment of life;

h) Any other element of damage proven through discovery.

21.

Despite amicable demand, defendants have refused to reimburse plaintiffs for their losses.

WHEREFORE, plaintiffs pray that after due proceedings are had herein, there be judgment in favor of plaintiffs, [redacted], individually and on behalf of their minor child, [redacted] State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company, and against defendants, Ford Motor Company and Barker Auto Group, Inc. d/b/a

Barker Mitsubishi, for the sum of all damages proven at trial, together with legal interest from date of judicial demand until paid, and for all costs of these proceedings. Plaintiffs further pray for all general and equitable relief to which they may be entitled.

BY ATTORNEYS:

JOSEPH J. WEIGAND, JR. (13323)
210 Progressive Blvd., Suite A
P.O. Box 6062
Houma, Louisiana 70361
Telephone: (985) 876-3071
Facsimile: (985) 917-0680
Attorney for [redacted]
individually and on behalf of their minor child [redacted]

AND

HANNAH, COLVIN & PIPES
2051 Silverside Drive, Suite 260
Baton Rouge, LA 70808
Telephone: (225) 766-8240
Facsimile: (225) 766-5546
BY:
W. RANSOM PIPES (17748)
KRYSTENA L. HARPER (27494)
Attorneys for State Farm

PLEASE SERVE:

FORD MOTOR COMPANY
through its agent for service of process:
CT Corporation System:
8550 United Plaza Blvd.
Baton Rouge, LA 70809

BARKER AUTO GROUP, INC.
d/b/a BARKER MITSUBISHI
through its agent for service of process:
Richard H. Barker, III
1190 West Tunnel Blvd.
Houma, Louisiana 70360

FILED
AUG - 8 2003
Joel Trent D. Duplantis
DEPUTY CLERK OF COURT
PARISH OF TERREBONNE, LA

A TRUE COPY OF THE ORIGINAL
CLERK'S OFFICE, HOUMA
LA. AUG - 8 2003, 19
Deputy Clerk of Court

HANNAH, COLVIN & PIPES, L.L.P.
ATTORNEYS AT LAW
2051 SILVERSIDE DRIVE, SUITE 260
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MICHAEL P. COLVIN
W. RANKIN PIPES
JANICE CHURCH REEVES
LAUREL J. McDONALD
KRYSTENA L. HARPER

RANK S. HANNAH
(1951 - 1995)

August 23, 2002

Via Fax: (313) 845-4889 and
Certified Mail, Return-Receipt Requested

New
(Shawn)

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

Re: State Farm Claim #: [redacted]
Insureds: [redacted]
Location: [redacted] Houma, Louisiana [redacted]
Date of Loss: August 22, 2002
Our File No.: 821-2027

Dear Ms. Norton:

Please be advised that I have been retained by State Farm Fire & Casualty Company in connection with damages sustained as a result of a fire which occurred on August 22, 2002, at the residence of its insureds, [redacted] Louisiana. According to State Farm's investigation, the fire originated in a 1997 Ford F-series pickup truck, that was parked under the carport of the above mentioned residential dwelling. As a result of the fire, the residential dwelling and the vehicle sustained substantial property damage.

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

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

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

Sincerely,

HANNAH, COLVIN & PIPES

Krystena L. Harper

cc: Ms. Shirley May
Ms. Julie Fritsch (via fax 248-258-0421)

GOODSON ENGINEERING
CONSULTING ENGINEERS

April 20, 2004

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

re: **Insured:** [redacted]
Claim #:
MEG File #: 3477

Dear Mr. Vickermann:

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

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

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

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

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

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

907 Shady Oaks, Denton, TX 76205, tel 940 243 1234, fax 940 387 1744

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

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

Summation

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

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

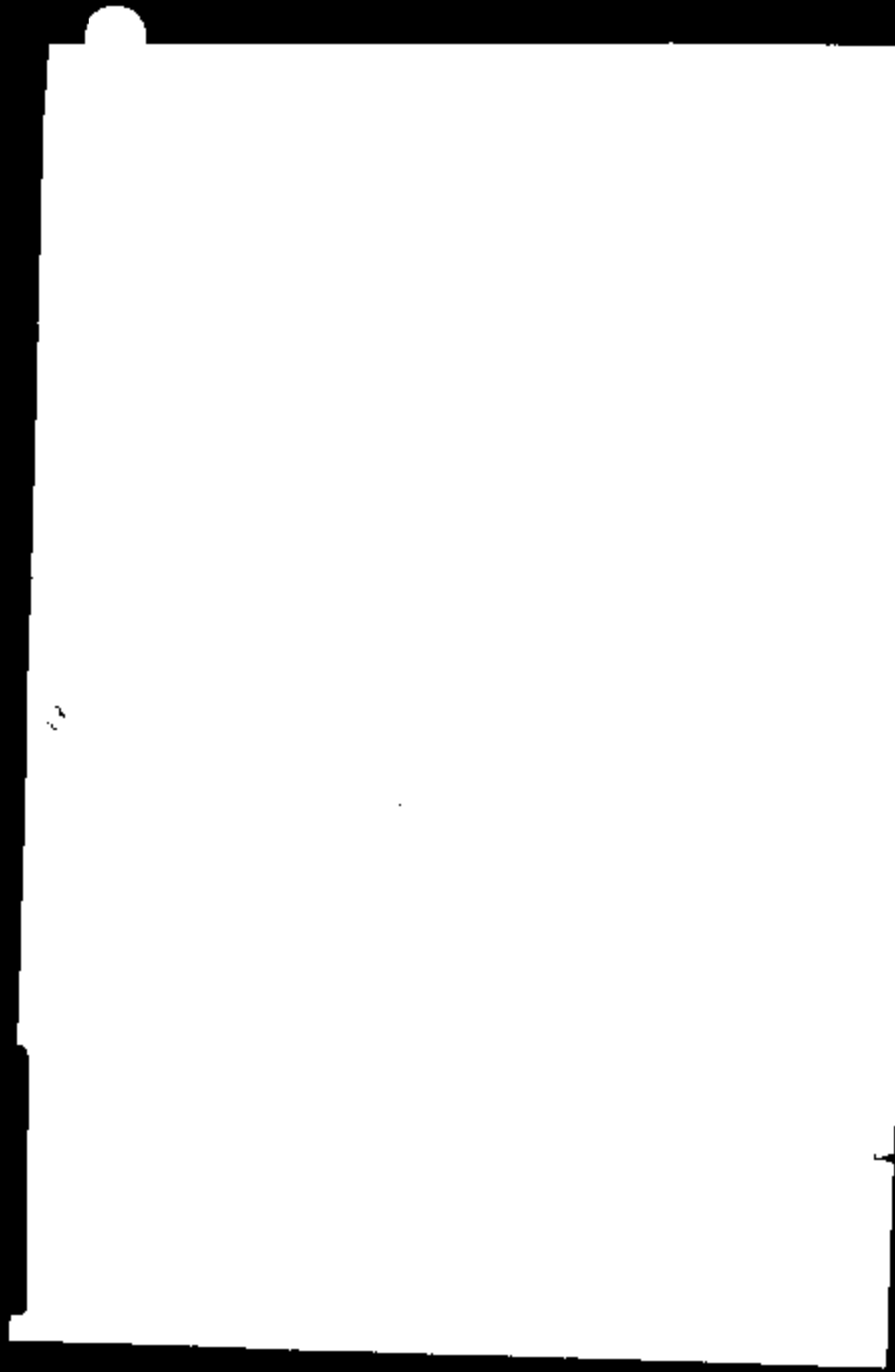
Respectfully submitted,
Goodson Engineering

William G. Stanfield
Professional Engineer

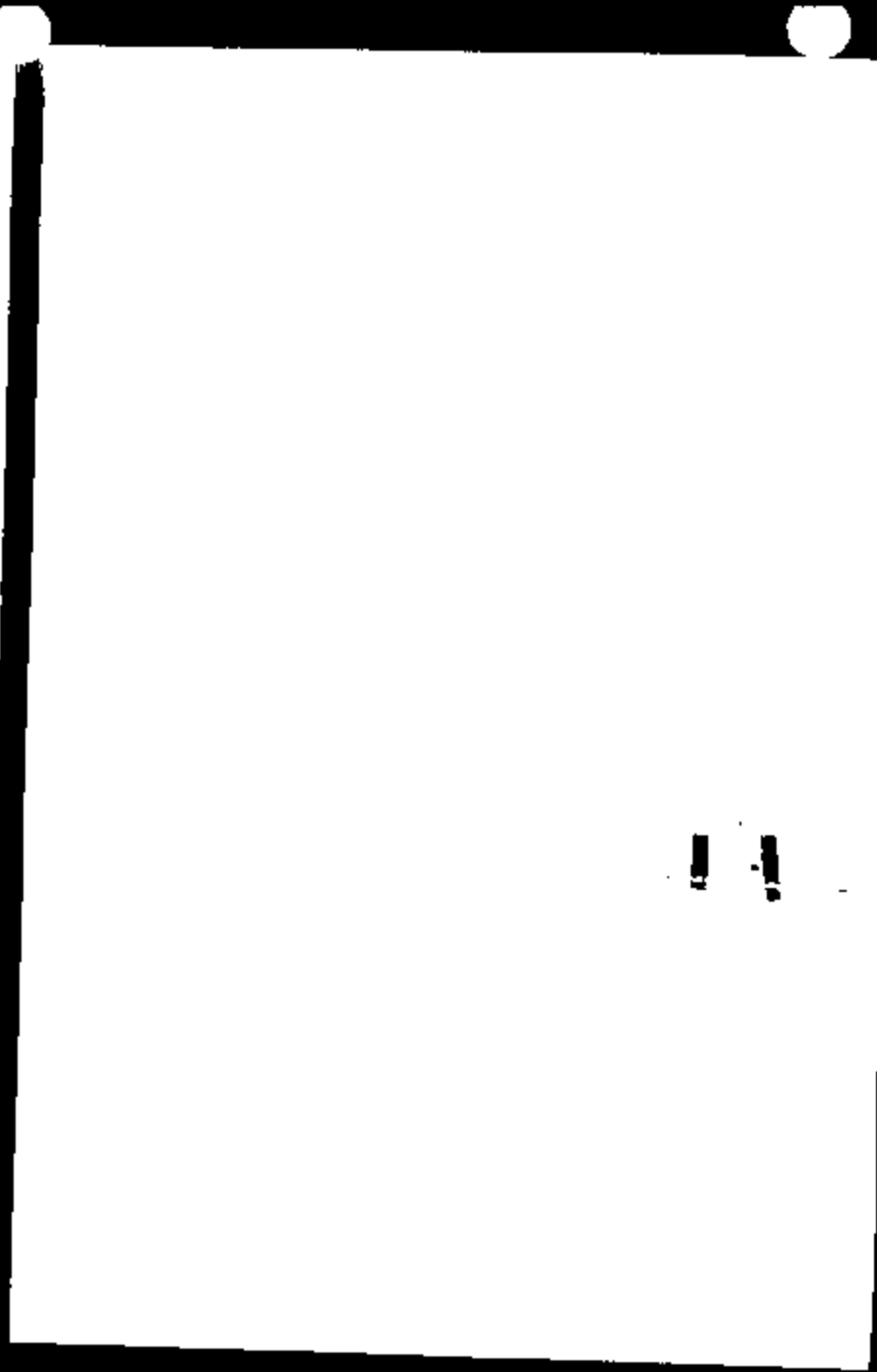
Photo Log - MEG#3477

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

MARK E. GOODSON, PE

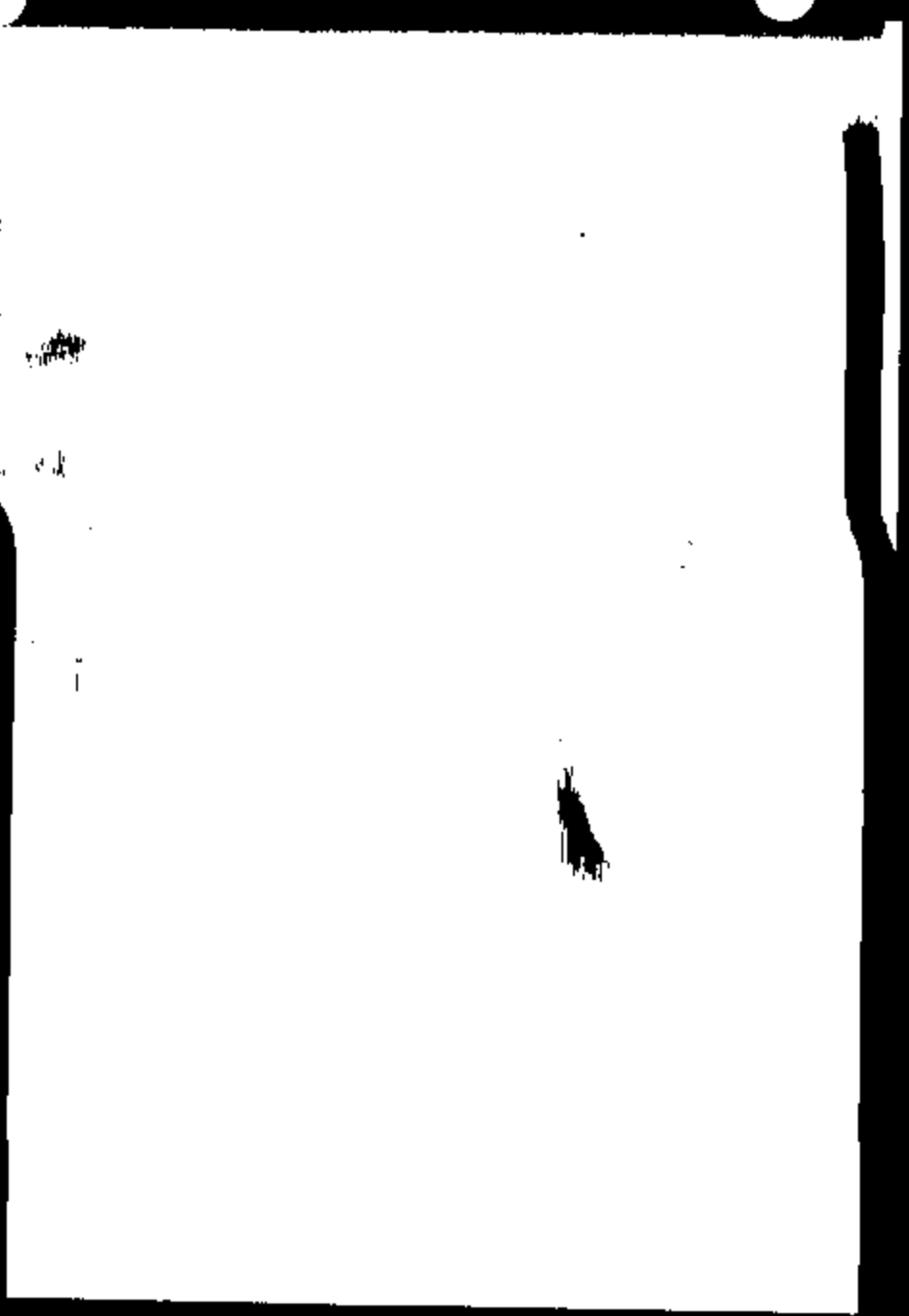


Mark E. Goodson, PE, Inc.
Photo # 4

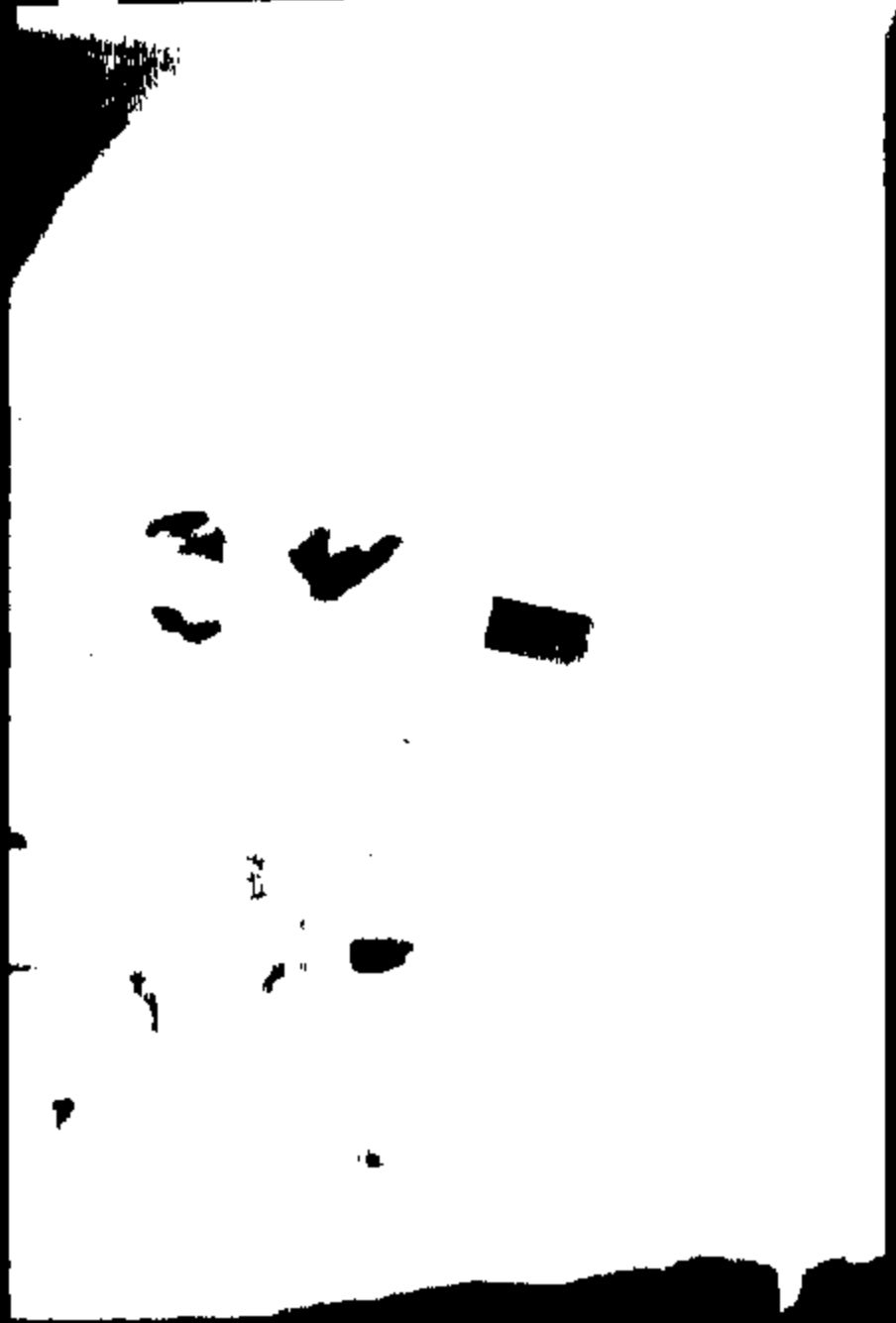


Mark E. Goodson, PE, Inc.
Photo # 5

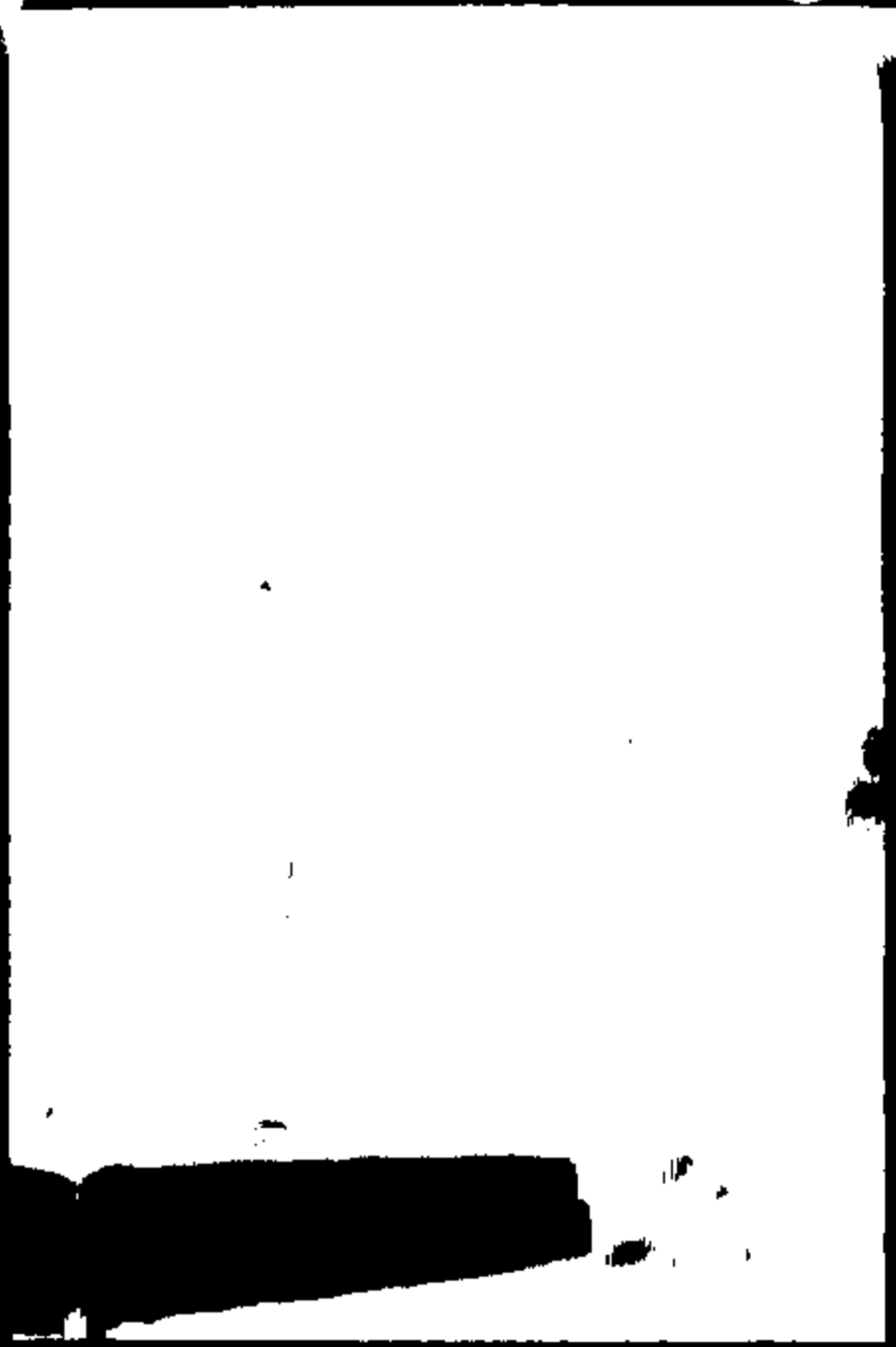
Mark E. Goodson, PE, Inc.
Photo # 4



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

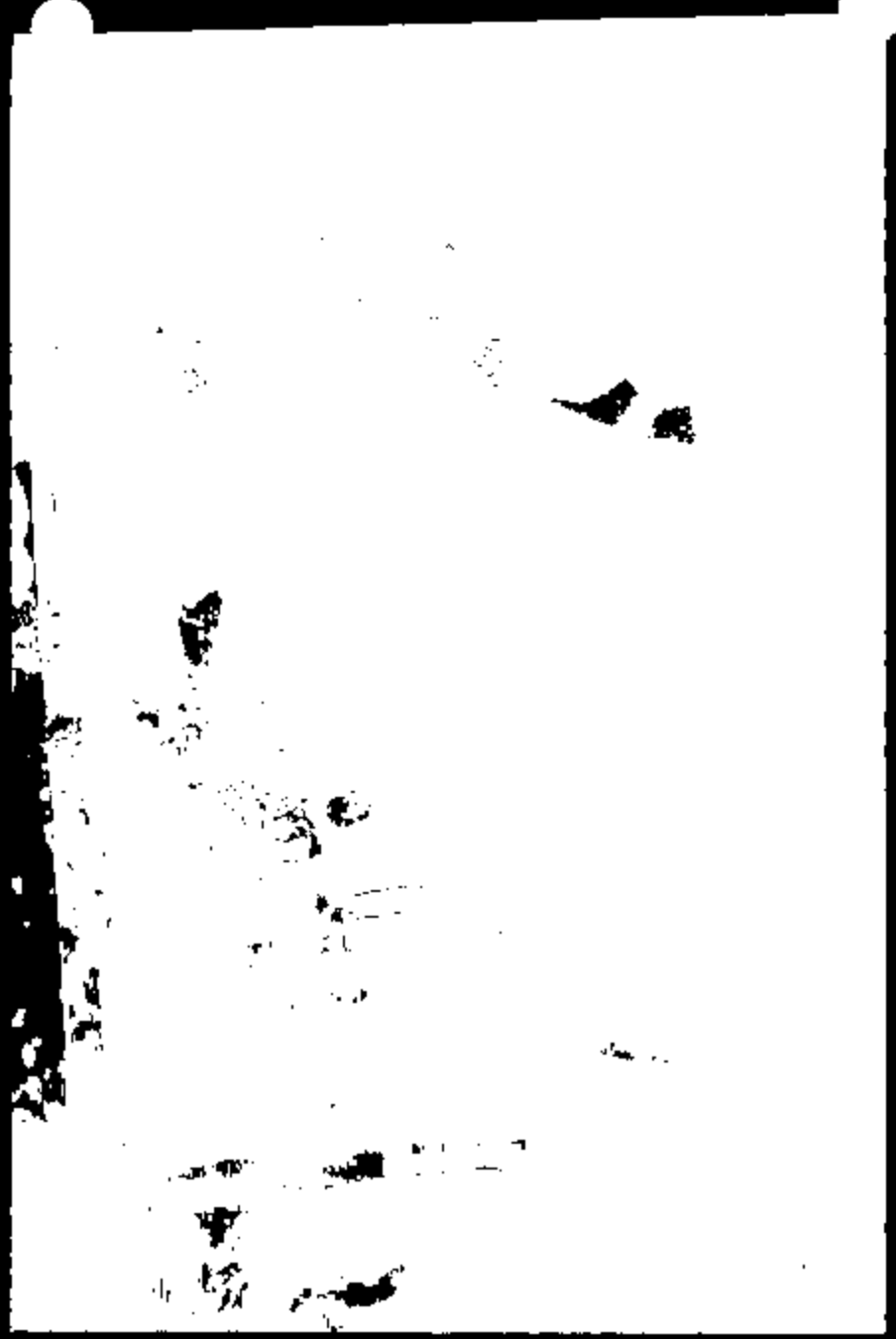


Mark E. Goodson, PE, Inc.
Photo # 6



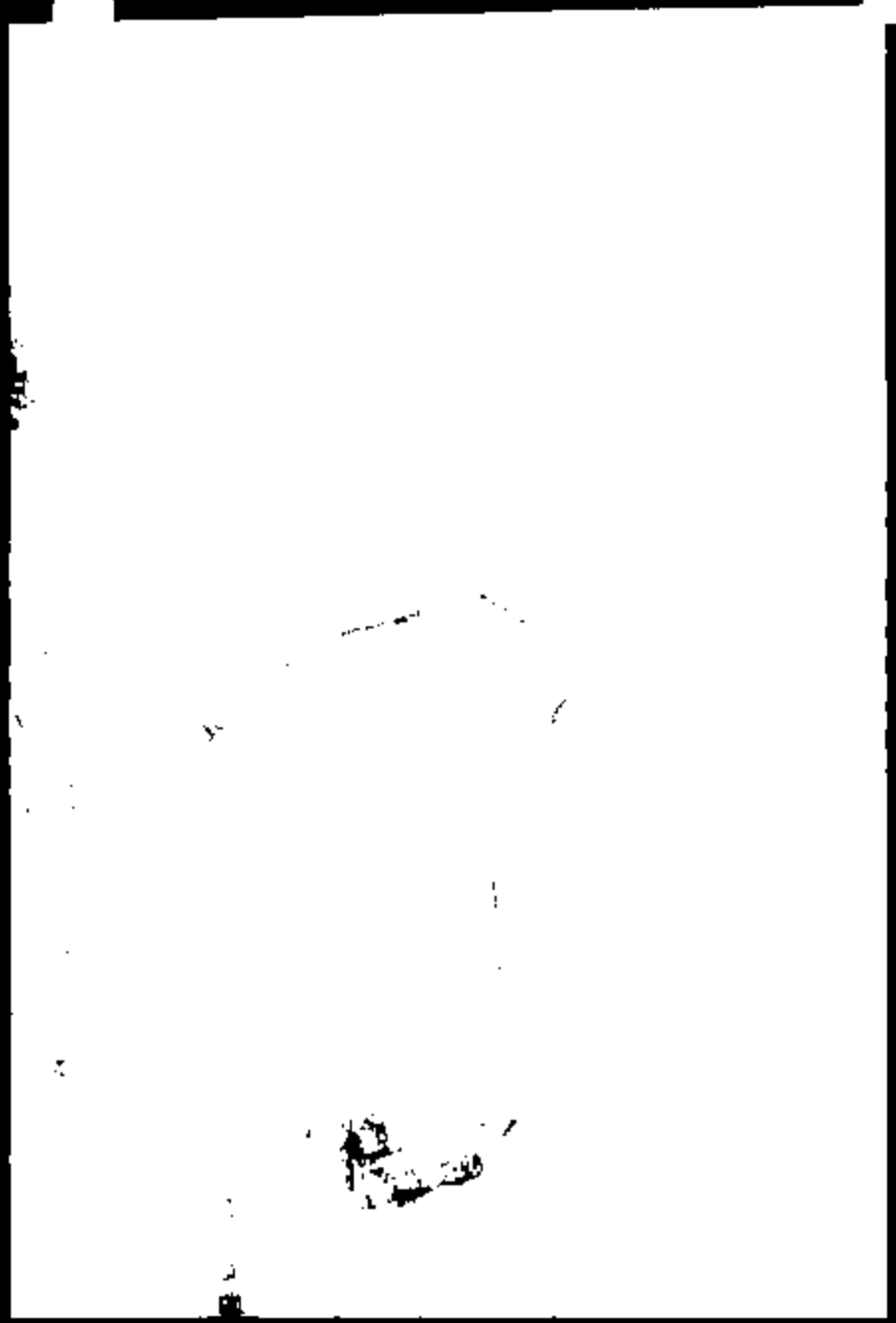
Mark E. Goodson, PE, Inc.
Photo # 7

EGS-MG-LC-2430

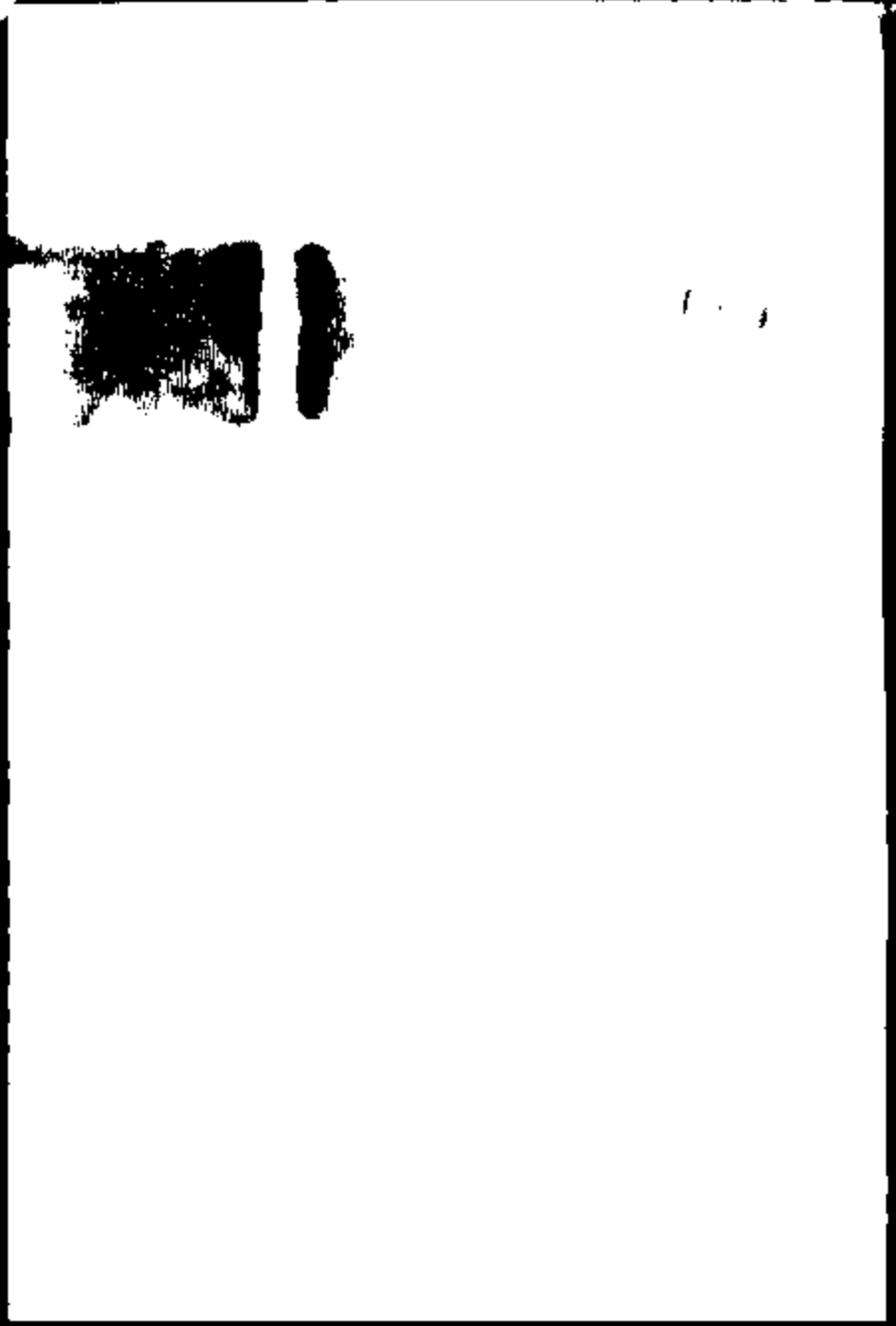


Mark E. Goodson, PE, Inc.
Photo # 10

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

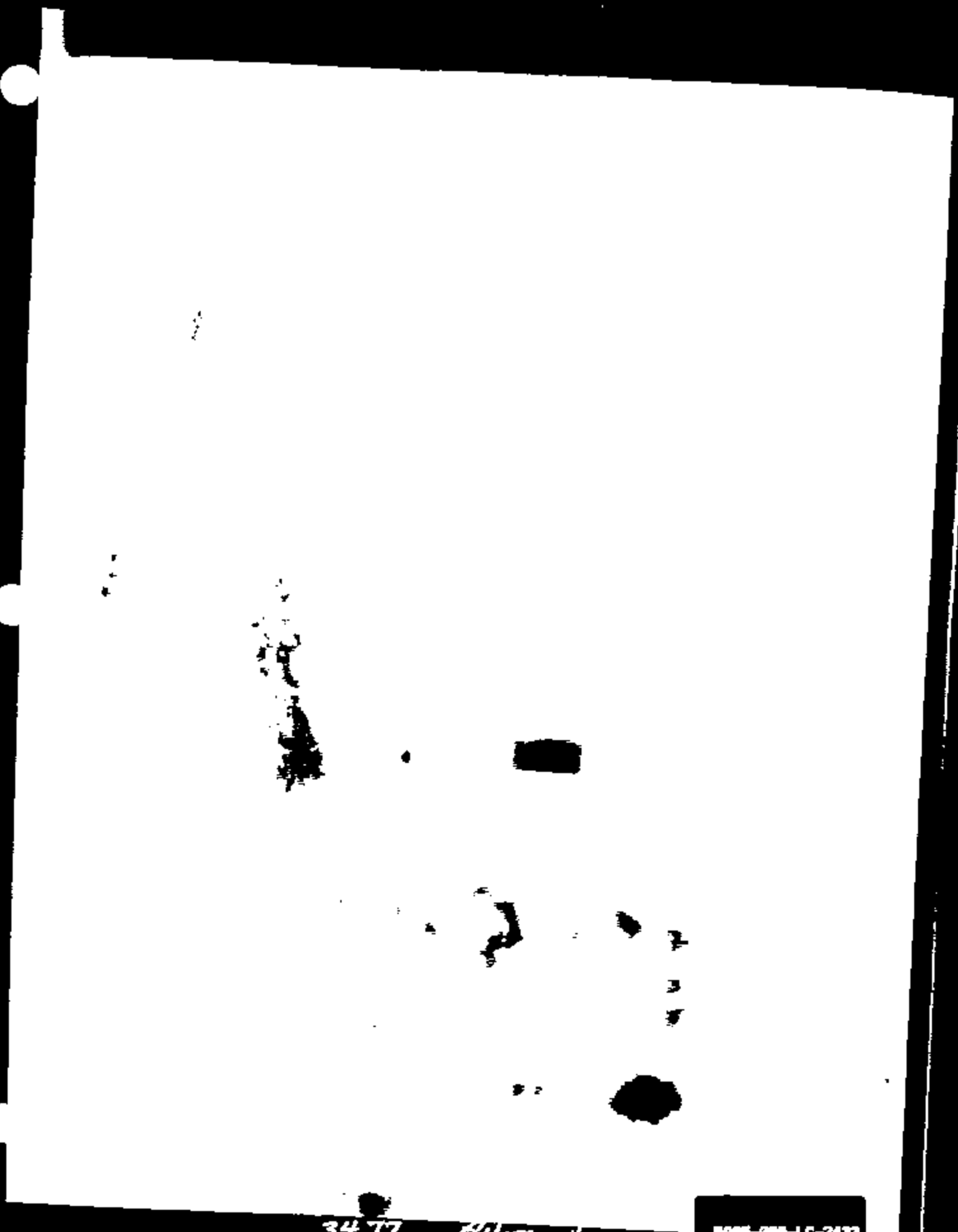


Mark E. Goodson, PE, Inc.
Photo # 12

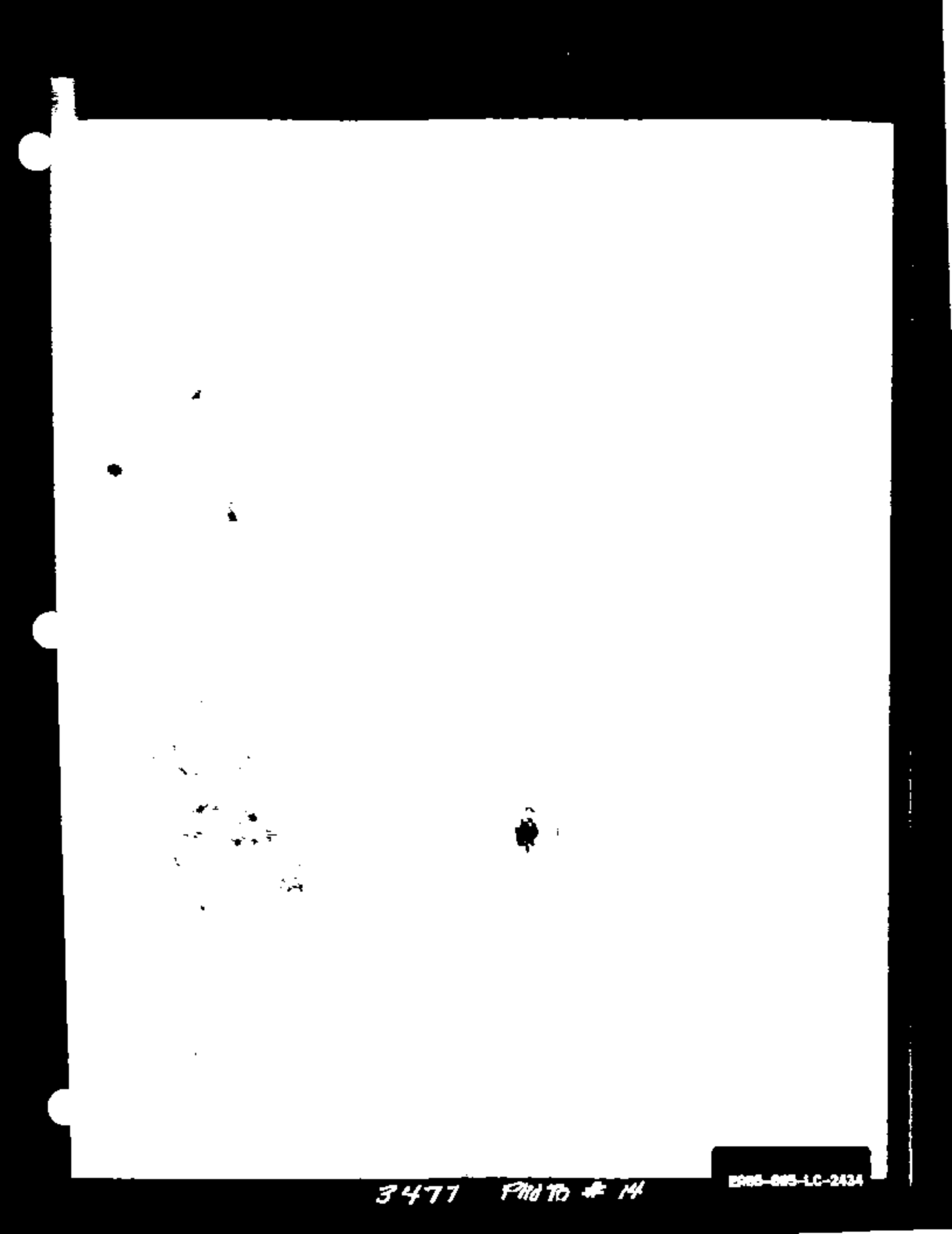


Mark E. Goodson, PE, Inc.
Photo # 11

CRS-SS-LC-2452

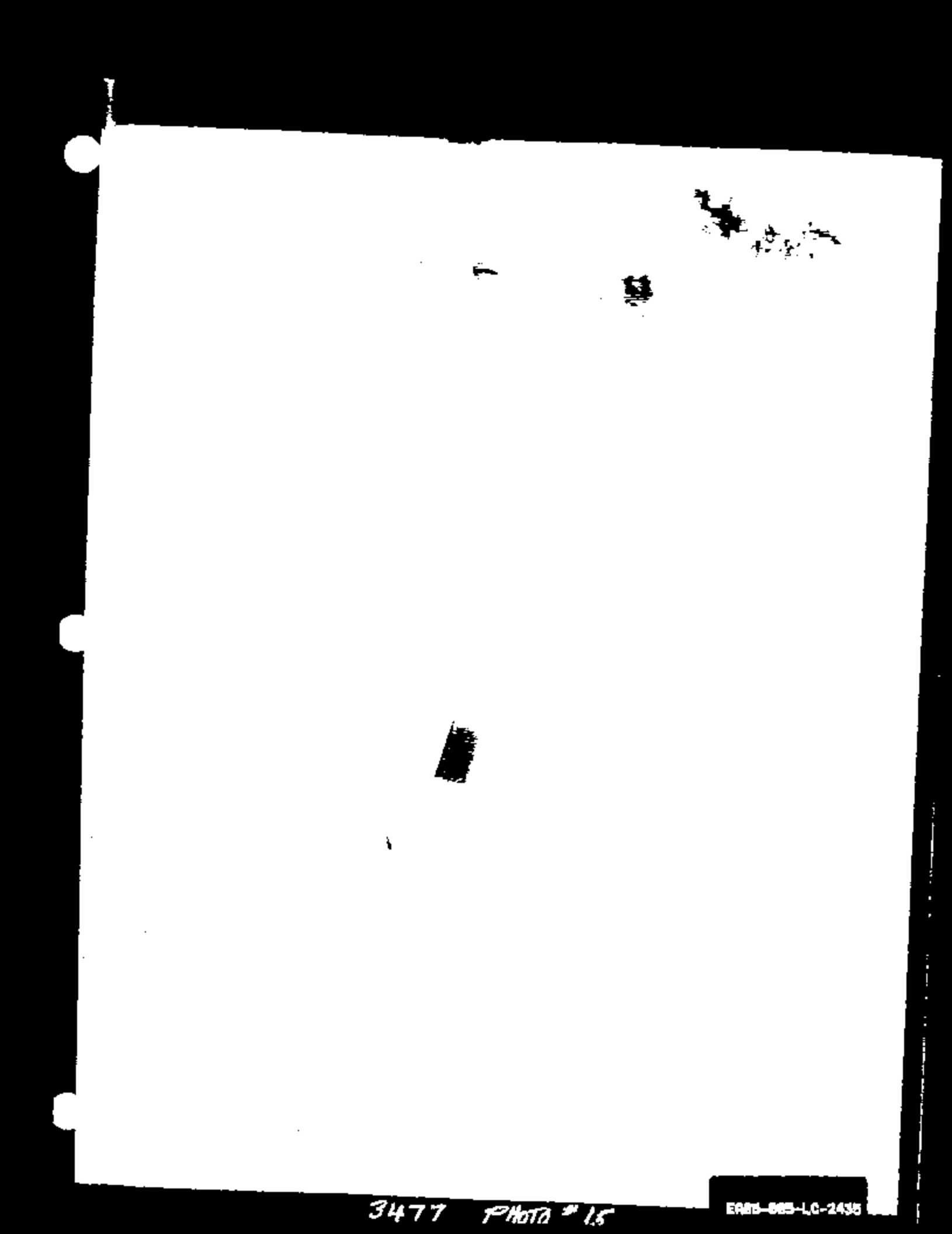


3477 PHOTO # 13



3477 PHOTO # 14

DHS-SEIS-LC-2434



3477 PHOTO # 15

EA85-885-LC-2435

Allstate.
You're in good hands.

June 15, 2004

CONSUMER AFFAIRS SECTION

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

4 JUN 30 AM 08

Claim: [redacted]
Our Insured:
Date of Loss: *April 11, 2004*
Total Damages: *$20,486.03*

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
JUN 30 2004
OFFICE OF THE
GENERAL COUNSEL

ATTN: Claims:

Our investigation of this loss indicates your product was responsible for the damages sustained by our policyholder.

We have made a settlement with our customer and our customer's claim against you has been assigned to us. We have enclosed copies of the damage supports.

This file has been transferred to our National Property Office: Allstate, P. O. Box 21169, Roanoke, VA 24018; phone number is 800-776-3615. Please contact them to give your insurance information and to discuss or negotiate this loss.

Thank You,

Allstate Texas Lloyds Company

Cc: National Property Office

- $1000 ea
Exp
- FT
- 4/11/04
- #20,486.03
- garage damage

GS2-2

ER05-865-LC-2436

FIRE CAUSE INVESTIGATIONS
A division of SEAL Corporation

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

BRANCH LOCATIONS

☐ Dallas/Ft. Worth, TX

☐ Houston, TX

☐ Lafayette, LA

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

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

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

PREPARED FOR:
ALLSTATE INSURANCE COMPANY
COPPELL, TEXAS

REPORT SUMMARY

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

FIRE INVESTIGATOR: Kevin Jacque, CFEI

FCI FILE NO: FAI-141-1 04149

CLAIM NO: [redacted]

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

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

(1) FCI File

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

I. INTRODUCTION:

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

II. BACKGROUND:

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

III. ON-SITE INSPECTION:

On May 21, 2004, I traveled to CoPart in Grand Prairie, Texas, to conduct an inspection of the 1997 Ford F-150 pickup. Upon my arrival, photographs were taken for documentation purposes. The vehicle was identified with CoPart's lot #3643184 and was identified with Vehicle Identification Number (VIN) #1FTDX07W4VK[redacted]

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

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

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

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

IV. PRINCIPLES AND METHODS:

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

Methods

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

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

Principles

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

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

V. CONCLUSION:

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

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

Kevin Jacque, CFEI
Special Investigator
Fire Cause Investigations

Resume'

Photographs

1. Front view of the 1997 F-150.

2. Driver side view.

3. Rear view.

4. Passenger side view.

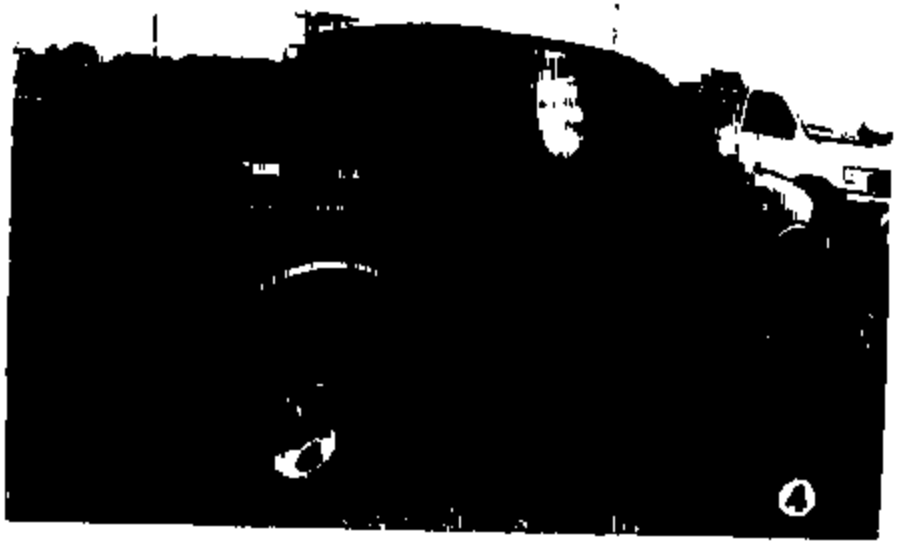
①

②

③

④

E985-685-LC-2448



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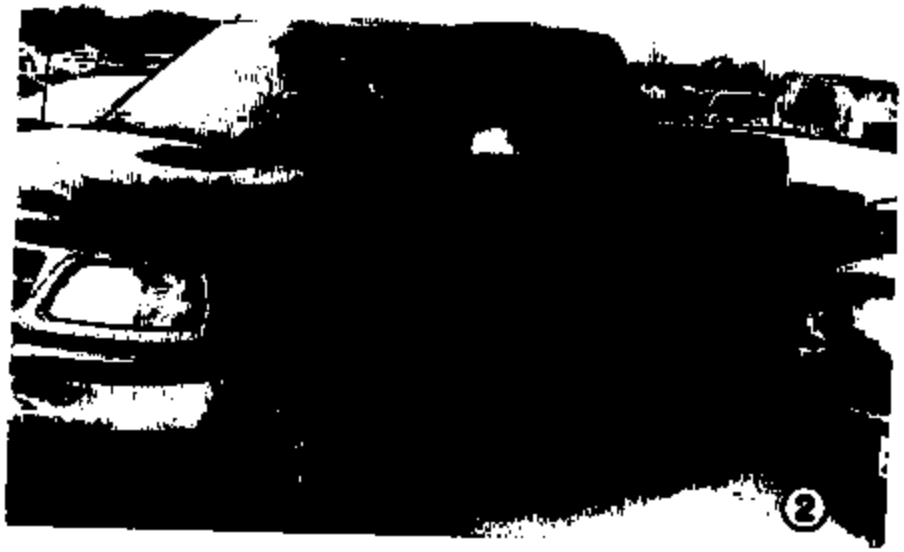
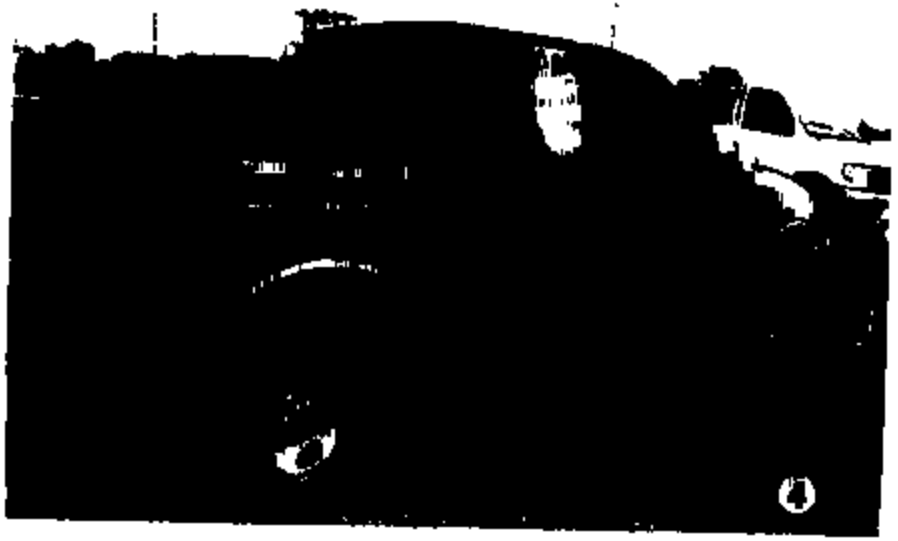




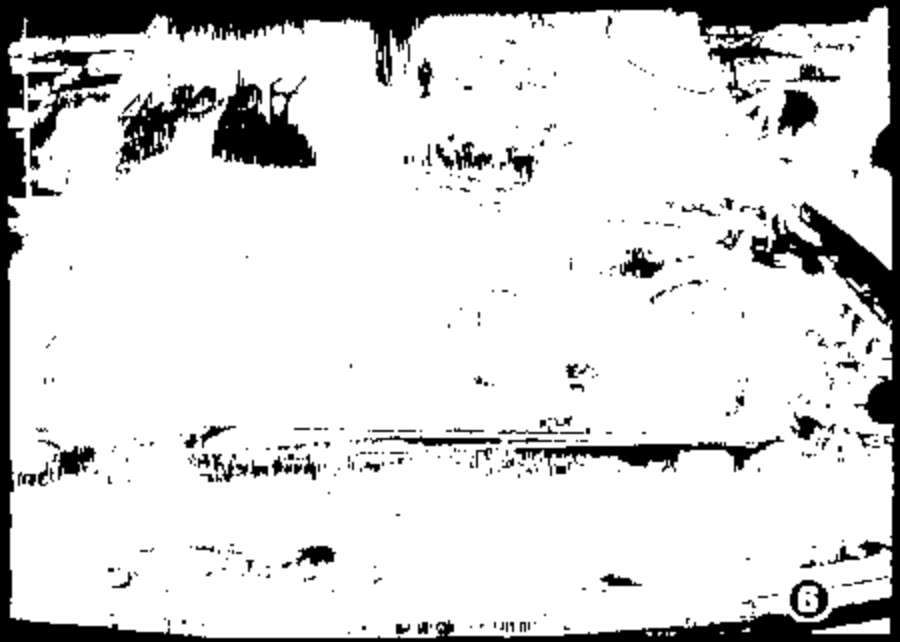
ER66-00C-LC-2448

5. View of the hood and windshield in area of origin.

6. View of the engine compartment after the hood was removed revealing heaviest fire damage in the area of the brake system power booster.

7. View of the engine compartment taken from the driver's side exhibiting fire patterns moving away from the driver's side.

8. View of the engine compartment taken from the passenger side of the vehicle.



EA83-885-LC-2458

9. View of the inner left fender in the area of the engine compartment power distribution center and brake system components.

10. Close-up view of the engine compartment power distribution center and brake system.

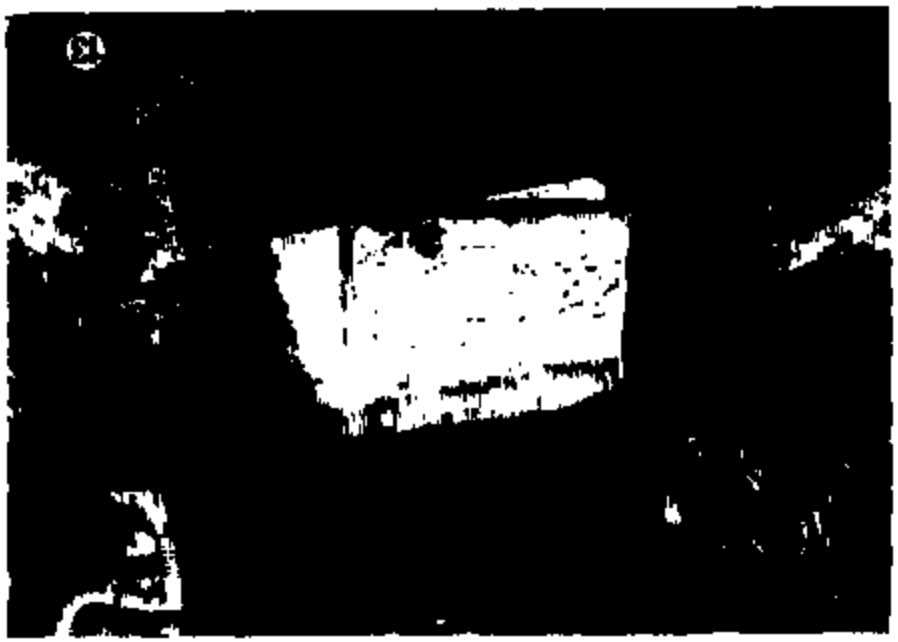
11. View of wiring exhibiting electrical activity in the area of the electrical distribution panel.

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

85-695-LC-2452

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

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



EM85-085-LC-2454

CARPENTER LAW FIRM, P.C.
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SARAH DOWDY
sdowdy@subrogatelaw.com
BELLE MALLETT
bmallett@subrogatelaw.com

August 30, 2004

RECEIVED SEP - 3 2004

VIA CM-RRR NO. 7002 0460 0001 1736 9378

Shawn L. Norton
Ford Motor Company
Park Lane Towers West
Suite 300
Three Parklane Boulevard
Dearborn, MI 48126

Cl 9/03

Re: My Client: State Farm Lloyds Insurance a/s/o [redacted]
Vehicle: 1997 Ford Expedition (the "Vehicle")
Date of Loss: July 22, 2003
Claim No: [redacted]

Dear Mr. Norton:

Please be advised that this firm has been retained by State Farm Lloyds Insurance Company ("State Farm") to pursue collection of all damages incurred by State Farm in connection with the damage caused by the 1997 Ford Expedition owned by [redacted]

On July 22, 2003, the [redacted] Ford Expedition spontaneously caught fire in their garage which destroyed the vehicle and caused extensive damage to their residence. Following an investigation, it was determined that the fire started as a result of an electrical failure in the cruise control deactivation switch (brake pressure switch). All other potential ignition sources have been eliminated, therefore, if we are not able to resolve this matter amicably, I will have no other recourse but to file suit against Ford.

State Farm Insurance Companies

FIRE SUBROGATION OFFICE
14760 Trinity Blvd. #200
P.O. Box 155769
Ft. Worth, TX. 76155

July 25, 2003

Shawn Norton
Ford Motor Company
3 Parklane Blvd., Suite 300
Dearborn, MI 48126

Re: Claim Number: [redacted]
Insured:
Date of Loss: 7/22/2003
Loss Location: 9640 Meadowhill Drive, Dallas, TX

Dear Ms. Norton:

We are writing regarding a fire loss incurred by our insureds when their 1997 Ford Expedition caught fire in the garage. Our preliminary investigation indicates the brake pressure switch was where the fire started. USAA insures the vehicle and has had it moved to a secure location. The switch is still attached to the vehicle.

The repair estimates for the building and personal property have not been completed yet, but we anticipate the loss will be around $150,000. We will provide documentation on the damages once the claim handling is completed.

This early notice is to provide you with an opportunity to inspect the scene prior to repairs. The USAA contact is Joe Flores and his phone number is 800-531-8222, extension 22404.

Please contact me to schedule an inspection or if you need any additional information.

Sincerely,

Lesa Key
Product Investigator
State Farm Lloyds
(817) 359-7762
(817) 359-7779 Fax

IFMEU1763[redacted]

Mike Keller - CO - (972) 434-3809

I have been retained by State Farm to recover this loss, whether by settlement or suit. If you would like to compromise and settle this claim without resort to litigation, please contact me within twenty (20) days of your receipt of this letter. State Farm's subrogation claim amounts to **$117,215.71.**

Should you have any questions, please do not hesitate to contact me.

Very truly yours,
CARPENTER LAW FIRM, P.C.

Craig M. Schumacher

CMS/afl
c:\state farm auto\217.944 Johnson\corr\demand.ltr

cc: Wylie Shannon–State Farm Lloyds (Via Facsimile)

PROGRESSIVE

P.O. Box 43258
Richmond Heights, OH 44143

progressive.com

March 13, 2003

Ford Motor Company
Office of General Counsel
Parkland Towers West, Suite #300
3 Parklane Blvd.
Dearborn, MI 48126-2568

Re:

VIN:	1FTDX1866VN[redacted]
Year:	1997
Make:	Ford
Model:	F 150
Our Insured:	[redacted]
Address:	[redacted]
Phone:	[redacted]
Our Claim No:	[redacted]
Date of Loss:	9/11/02
Damages:	$11,612.00

Please accept this letter as formal notice of our subrogation rights in regard to the above-captioned claim. Demand is hereby made upon you for payment of Progressive's damages and those of Progressive's insured.

Our investigation indicates damages to our insured's vehicle was a direct result of a manufacturer's defect or negligence on your behalf. Enclosed please find all supporting documentation.

Please acknowledge receipt of my subrogation demand and forward your payment of $11,612.00 to my attention, payable to "Progressive Insurance Company, as subrogee o[redacted]nd mail to my attention at PO Box 43258, Richmond Hts., OH 44143.

You can contact me at the number listed below should you need additional documentation or care to discuss this claim.

Thank you for your anticipated cooperation.

PROGRESSIVE INSURANCE COMPANY

William P. Kienzl
Subrogation Representative
(440) 603-5339

Enclosures

EFI
Engineering and Fire Investigation

303 Quadrangle Drive
Suite 303
Bolingbrook, IL 60440
800-693-2085
Tel: 630 679-1505
Fax: 630-679-1535
www.efiinfo.com

FIRE INVESTIGATION

Report Number One

INSURED:	[redacted]
LOSS LOCATION:	Granite City, Illinois
DATE OF LOSS:	September 11, 2002
CLAIM NO:	028834196
EFI FILE NO:	94508-04392

Report Date:	**September 30, 2002**
Prepared For:	**Progressive** **4 City Place Drive; Suite 200** **Saint Louis, Missouri 63141**
Attention:	**Mr. Scott Adelson**

94508-04392
Insured: [redacted]

Date: September 26, 2002

ASSIGNMENT:

Assignment Received:	September 16, 2002
Investigation Commenced:	September 18, 2002
Investigation Completed:	September 23, 2002

ENCLOSURES:

1. Vehicle Fire Examination Report
2. 44 Color Photographs
3. Photograph Identification Sheet
4. Suntrup Ford Invoice #110688
5. NHTSA Recall Summary #00V231000
6. 1 diagram with color overlays
7. All photograph negatives
8. Additional Materials Envelope

Neither EFI nor I retain possession of any file photographs, photograph negatives, or videos.

PRESENT DURING SCENE EXAMINATION:

Present during part of the scene examination was Investigator Brian Walsh with Engineering and Fire Investigations and various employees of IAA.

VEHICLE DESCRIPTION:

The vehicle was a 1997 Ford F-150 Pick Up Truck. The Vehicle Identification Number was 1FTDX1866V[redacted]. The odometer reading was 85352 miles. There was no license plate on the vehicle.

ALTERATIONS TO THE REMAINS OF THE VEHICLE CONSISTED OF:

Alterations consisted of the replacement of the front driver side tire with the spare and damage to the engine hood latch caused by forced entry. These alterations did not prevent an accurate determination of the fire cause.

VEHICLE SECURITY:

The vehicle was not secure at the time of the fire.

The front driver and passenger side doors were closed but not locked at the time of the fire. The driver side window was in the down position while the passenger side window was up. The key was in the ignition switch and the steering wheel was locked.

Forced entry was made by firefighters on the engine hood latch. No other forced entry was noted on the vehicle.

Accessories were consistent with a vehicle of that type. No evidence of a collision event was observed on the vehicle.

FIRE DAMAGE/TRAVEL:

Areas damaged by fire included the engine compartment and the front driver side windshield. Localized burning was observed on the engine hood cover immediately in front of the driver side windshield, resulting in a complete burn-through of the metal hood material. Burn patterns revealed fire extended out from this location over the windshield glass, causing it to crack and leaving heavy deposits of soot on the exterior glass surface.

Fire was contained inside the engine compartment and the front driver side wheel well. The fire spread along the firewall at the back of the engine compartment but did not access the interior passenger compartment of the vehicle.

Fire vented through the engine hood cover on the driver side of the vehicle. No other area or point of fire venting was noted on the exterior or interior of the truck.

There was no fire damage observed inside the passenger compartment. Nothing was found to indicate the fire originated at a source from the interior or cargo bed of the vehicle.

The fuel tank remained intact and there was no evidence of rupture or puncture. The underside of the vehicle revealed no indication of fire exposure.

Inside the engine compartment, the wiring harness, battery and fuse panel were severely damaged from heat and fire exposure. Close examination found all the electrical items in the engine compartment were damaged from an external fire source and no indicators associated with an electrical event were noted.

VEHICLE SCENE OBSERVATIONS

The fire originated in the area of the brake fluid reservoirs. The heaviest amount of fire damage, a complete burn-through of the metal engine hood cover and a burn pattern on the exterior of the front windshield place the origin of fire in this specific area.

Fire spread along the firewall at the back and eventually traveled toward the front of the engine compartment. All items in the path of fire travel were damaged from an external fire source and no other points or areas of fire origin were found.

Near the center of the engine compartment and at one side of the area of origin were the damaged remains of two flexible fuel line hoses. Subsequent investigation revealed Ford Motor Company issued a recall on 1997 F-150's stating these flexible lines were susceptible to fuel leaks. Owner notification of this recall began on October 27, 2000.

Subsequent investigation also revealed the vehicle was serviced at a local Ford dealership on August 27, 2002. The dealership invoice indicated service was performed on the fuel induction system.

Subsequent investigation determined the vehicle had not been in operation for several hours prior to being driven approximately one-eighth of a mile and then parked again only minutes before the fire was discovered. Engine and exhaust parts normally heated during continuous operation of the vehicle did not, in this instance, have time to reach elevated temperatures needed to ignite combustible or flammable materials located in the area of fire origin.

The brake fluid reservoirs and the combustible brake fluid served as the primary fuel load and produced elevated temperatures great enough to burn completely through the metal material of the engine hood cover. Ignition and rapid combustion of the reservoirs and their fluid contents could only have been achieved through the introduction of another ignitable liquid source.

A small, pressurized fuel leak from the nearby flexible fuel hoses sprayed a mist of gasoline onto the brake reservoirs, while the electrical system of the vehicle served as the ignition source for the gasoline vapors.

Once ignition of the gasoline vapors was accomplished, the combustible materials and fluid of the brake reservoirs began to burn rapidly, producing enough localized direct heat to burn through the metal of the engine hood cover.

INVESTIGATION:

On September 23, 2002 I contacted [redacted] wife. She said that on September 11, 2002 her husband drove his Ford Pick Up truck approximately one-eighth of a mile from a neighbor's house and parked it in the driveway of their home.

[redacted] went into the house for lunch and after a short while he heard loud noises coming from the driveway. [redacted] said her husband went outside and discovered there was a fire in the engine of his truck.

[redacted] said Suntrup Ford in Kirkwood, Missouri serviced the vehicle on August 27, 2002. She said they have been taking the truck to Suntrup Ford for several years prior to the fire and was pleased with their work. [redacted] did not know if the services performed on August 27, 2002 contributed to the cause of the fire.

According to [redacted] there have been more than one recall issued by Ford on this particular year and model of vehicle. She believed all the recalls her husband received were corrected prior to the fire.

DETERMINATION OF CAUSE AND ORIGIN:

This is an accidental fire.

The fire originated inside the engine compartment at the brake fluid reservoirs.

Evidence available to establish origin include localized fire damage on the engine hood cover; burn pattern on the windshield directly behind the localized fire damage on the engine hood cover; heaviest amount of fire damage inside the engine compartment was located at the brake fluid reservoirs; burn patterns inside the engine compartment revealed fire spread from the area of the brake fluid reservoirs; elimination of electrical fire causes; elimination of all other accidental fire causes including smoking materials, natural phenomenon and a collision event.

The fire was consistent with the common characteristics of a pressurized ignitable liquid leak.

94508-04392
Insured: [redacted]

Date: September 26, 2002

COMMENTS:

At the time of this report, [redacted] was not available to be interviewed. I will continue efforts to contac[redacted] and submit my findings in a later report.

Per your instructions of August 23, 2002 my file will remain open pending review of this report.

Should you have any questions or comments please feel free to contact me at any time.

Thomas B. Evans, CFI
Fire Investigator
Engineering & Fire Investigations
417-832-0276 or 800-683-2085

TE/pk
Encl.
DD-10/30/02

Reviewed By: Jeff Eaton Date: 10-1-02

VEHICLE FIRE EXAMINATION REPORT

Insured	File Number
[redacted]	94508-04392

Manufacturer	Year	Model	Body Style
Ford	1997	F-150	Pick Up

Inspection State	Date	Odometer
Missouri 1123869	12/2002	85352

Tag Number	Year	State	VIN Number
None			1FTDX1868V[redacted]

Vehicle Examination Date	Location of Examination
09/18/2002	4460 Highway 162 Granite City, IL

EXTERIOR

	Burned	Distorted/Melted	Accelerant Patterns	Collision Damage
Bumper/Grill	☒	☐	☐	☐
Hood	☒	☐	☐	☐
Left Front	☒	☐	☐	☐
Right Front	☐	☐	☐	☐
Roof	☐	☐	☐	☐
Left Door(s)	☐	☐	☐	☐
Right Door(s)	☐	☐	☐	☐
Trunk	☐	☐	☐	☐
Left Rear	☐	☐	☐	☐
Right Rear	☐	☐	☐	☐
Rear Bumper Area	☐	☐	☐	☐
Underside	☐	☐	☐	☐

Tires

	Burned
Left Front	☒
Right Front	☐
Left Rear	☐
Right Rear	☐
Spare	☐

CONDITION PRIOR TO FIRE

Serviceable	Unserviceable	Uneven Tread Wear
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐
☒	☐	☐

Tires indicate signs of recent removal/exchange? ☒ Yes ☐ No

Wheels/wheel covers indicate recent removal/exchange? ☐ Yes ☒ No

Indicate areas of forced entry ☐ Door(s) ☒ Hood ☐ Trunk ☐ Glass

GLASS

	Smoked	Cracked	Distorted/Melted	Broken
Windshield	☒	☒	☐	☐
Left Door(s)	☐	☐	☐	☐
Right Door(s)	☐	☐	☐	☐
Rear	☐	☐	☐	☐
Sunroof	☐	☐	☐	☐

Remarks

INTERIOR

	Yes	No	Remarks
Doors open during fire	☐	☒	
Window(s) open during fire	☒	☐	Driver side only
Key in the ignition	☒	☐	
Any accessories been removed	☐	☒	
Any unusual burn patterns	☐	☒	
Any abnormal melting	☐	☒	
Any unusual objects in vehicle	☐	☒	
Trunk open during fire	☐	☐	
Any unusual objects in trunk	☐	☐	

ENGINE COMPARTMENT

INTERIOR EQUIPMENT

	Yes	No		Yes	No
Hood open during fire	☐	☒	Heating system burned	☐	☒
Radiator melted	☐	☒	Oil below lowest mark on dipstick	☐	☐
Upper radiator hose burned	☒	☐	Evidence of excessive oil leakage	☐	☒
Lower radiator hose burned	☐	☒	Holes or cracks in transmission case	☐	☒
Drive belts burned	☐	☒	Transmission case burned/melted	☐	☒
Other hoses burned	☒	☐	Transmission has inadequate lubrication	☒	☐
Fan and shroud burned	☐	☒	Any problems with drive-train/suspension	☐	☒
Inner fenders burned	☒	☐	Motor mounts burned	☐	☒

Remarks

ELECTRICAL

	Missing	Burned	Distorted/Melted	Shorted/Arced
Battery	☐	☒	☐	☐
Battery connections	☐	☒	☐	☐
Battery cables	☐	☒	☐	☐
Starter	☐	☒	☐	☐
Alternator/generator	☐	☒	☐	☐
Ignition system	☐	☒	☐	☐
Fuse panel	☐	☐	☐	☐
Wiring harness	☐	☒	☐	☐

Remarks

FUEL AND EMISSION SYSTEM

	Missing	Burned	Distorted/Melted
Filler cap	☐	☐	☐
Filler assembly	☐	☐	☐
Fuel tank assembly	☐	☐	☐
Fuel lines	☐	☐	☐
Fuel pump(s)	☐	☐	☐
Fuel filter(s)	☐	☐	☐
Carburetor/injectors/turbos	☐	☒	☐
Air intake filters	☐	☐	☐
Fuel vapor recover system	☐	☐	☐
Exhaust and tail pipes	☐	☐	☐
Muffler and catalytic converter	☐	☐	☐

Loose fuel line connections ☐ Yes ☐ No

Evidence of tampering ☐ Yes ☐ No

Fuel tank ☐ Empty ☐ 1/4 ☐ 1/2 ☐ 3/4 ☐ Full

Remarks

MISCELLANEOUS

Evidence of explosion or rupture ☐ Yes ☒ No

Oil sample obtained ☐ Yes ☒ No

Laboratory

Fuel sample obtained ☐ Yes ☒ No

Laboratory

Debris sample(s) obtained ☐ Yes ☒ No

Laboratory

Remarks

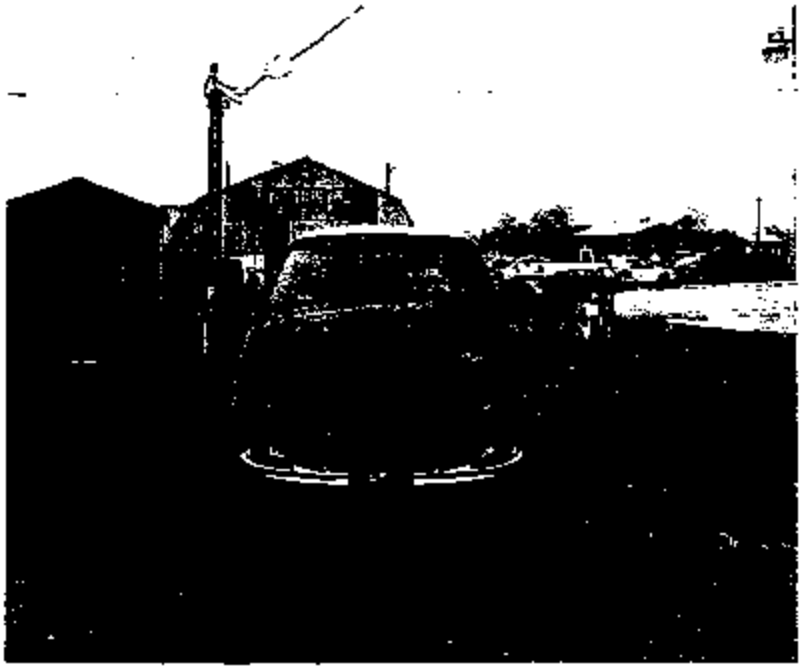
Investigator Thomas R. Evans, CFI Date 09/16/2002

ER
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]



No. 1

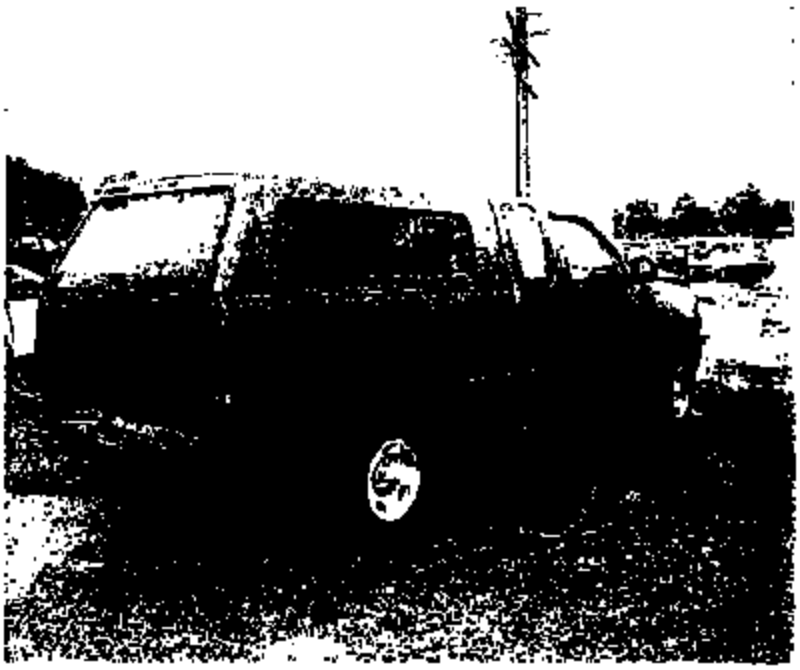
No. 2

EFI
Engineering and Fire Investigations

Photo Sheet

EFI No.: 94099-01302

Insured: [redacted]



No. 3

No. 4

ER
Engineering and Fire Investigations

Photo Sheet

ER No.: [redacted]

Insured: [redacted]

No. 5

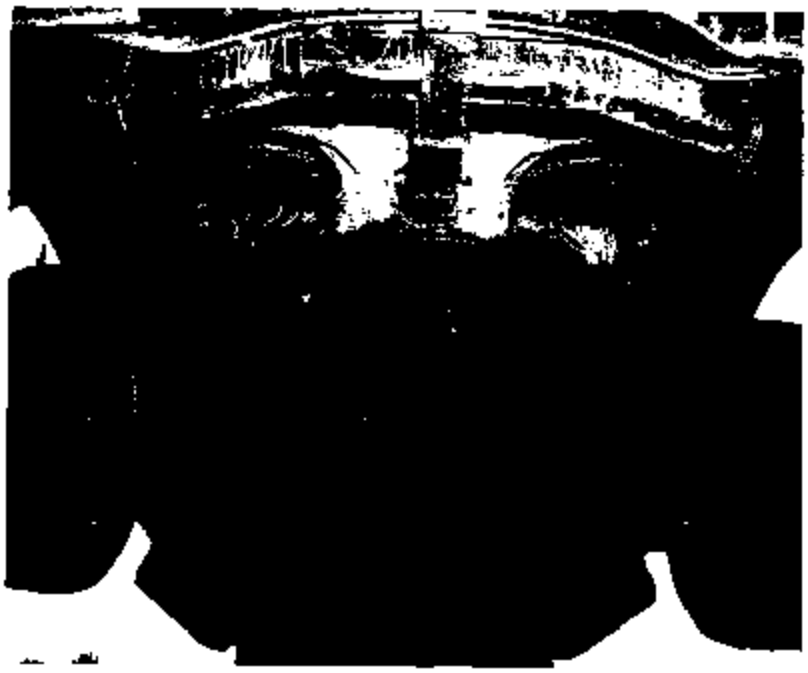
No. 6

EFI
Engineering and Fire Investigators

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]



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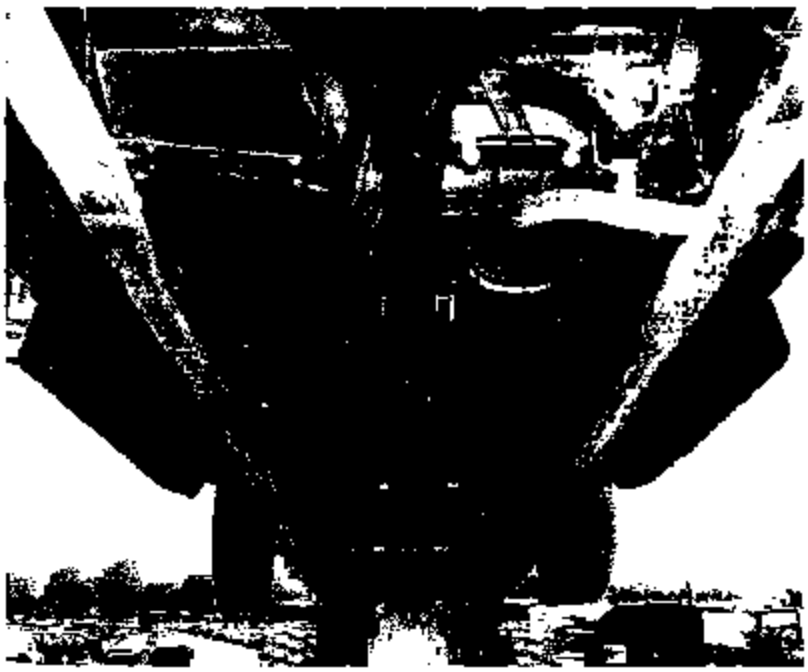


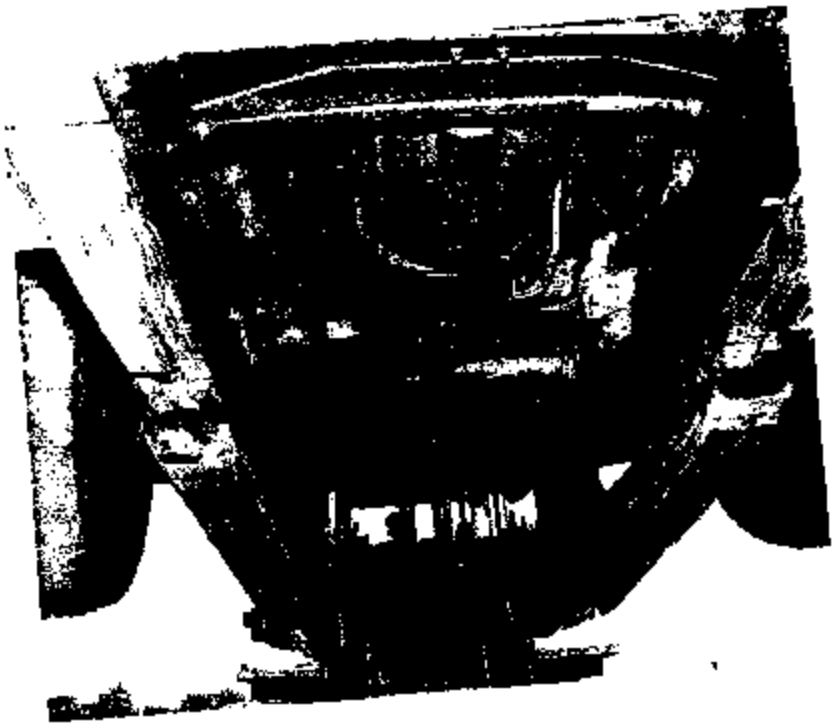
No. 8

EFI
Engineering and Fire Investigation

Photo Sheet

EFI No.: 04051-04292

Insured: [redacted]



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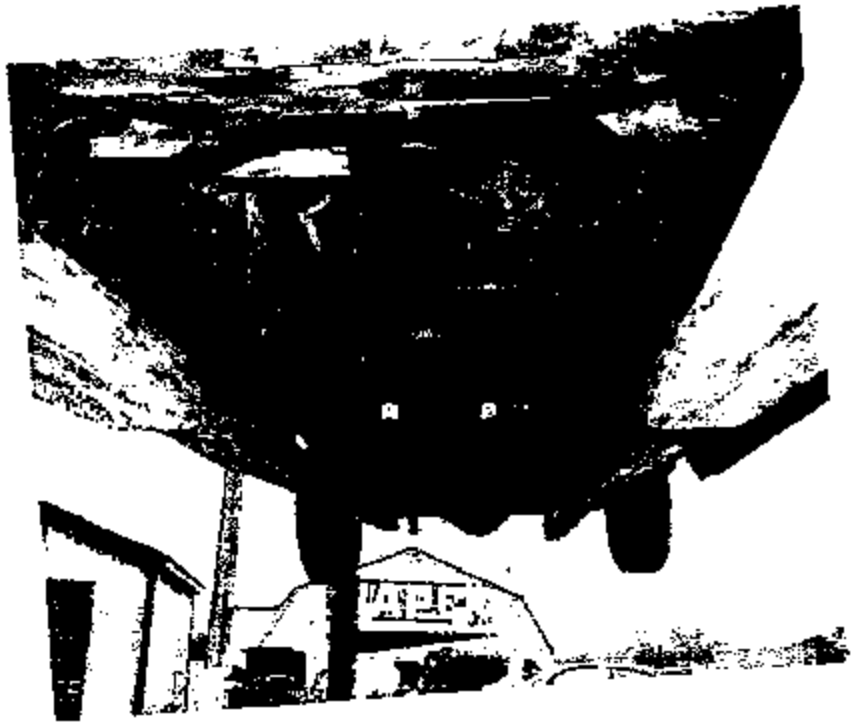


No. 10

EFI

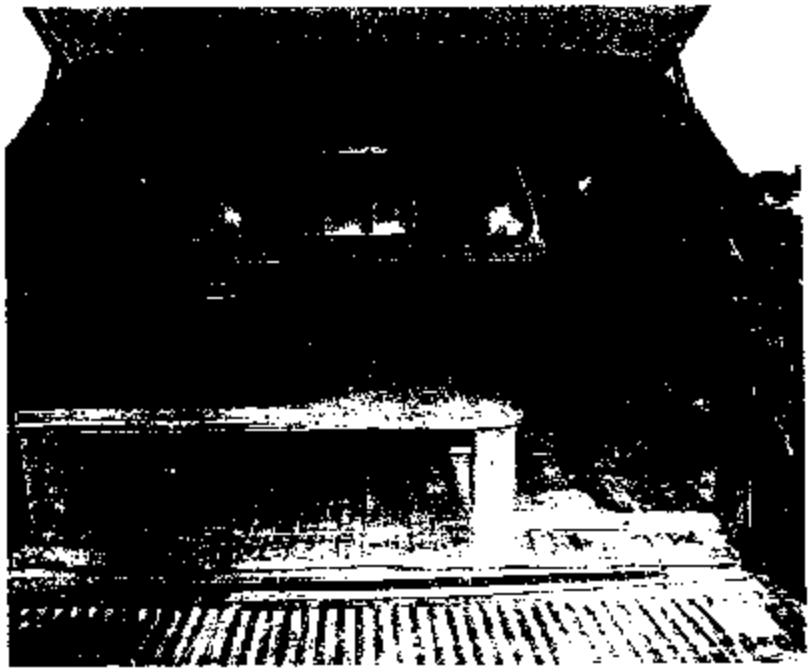
Engineering and Fire Investigations

Photo Sheet

EFI No.: 04366-04302

Insured: [redacted]

No. 11



No. 12

EFI
Engineering and Fire Investigation

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]

No. 13

No. 14

ERI
Engineering and Fire Investigations

Photo Sheet

ERI No.: [redacted]

Insured: [redacted]

No. 18

No. 19

EFI
Engineering and Fire Investigations

Photo Sheet

EFI No.: 94506-04382

Insured: [redacted]

No. 17

No. 18

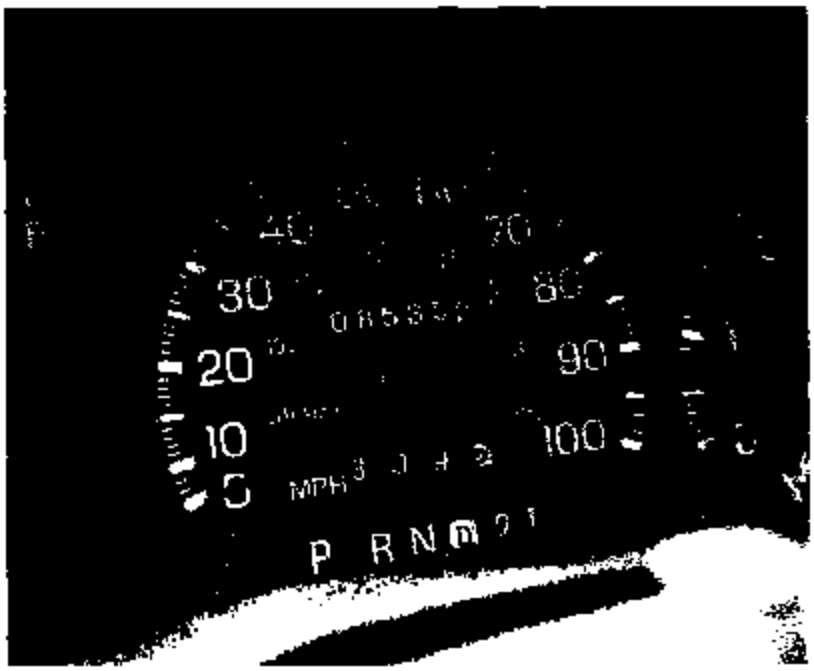
EFI
Engineering and Fire Investigations

Photo Sheet

EFI No.: 94808-04382

Insured: [redacted]

No. 19



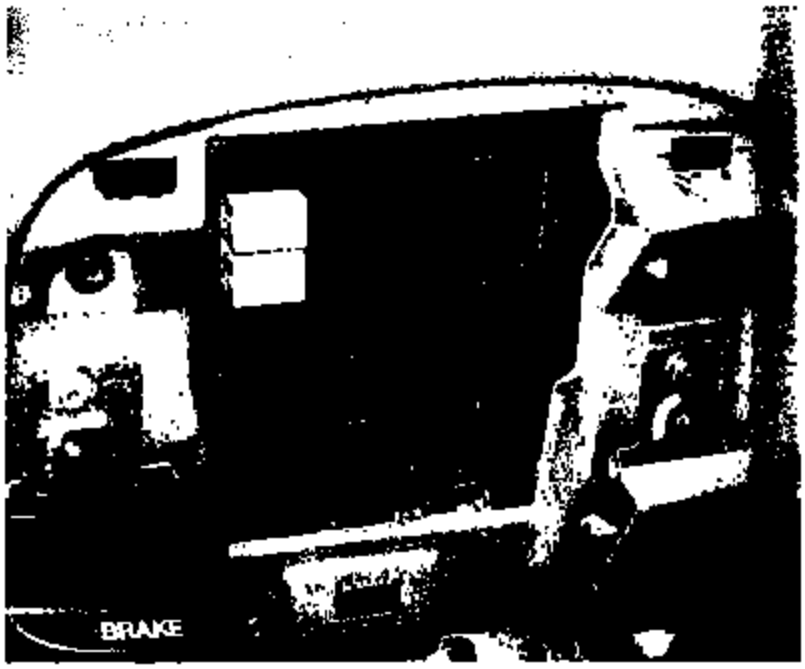
No. 20

ER
Engineering and Fire Investigation

Photo Sheet

ER No.: 84388-84392

Insured: [redacted]



No. 21

No. 22

EFI
Engineering and Fire Investigation

Photo Sheet

EFI No.: 94606-0502

Insured: [redacted]

No. 33

No. 34

EFI
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]

No. 25

No. 26

EFI
Engineering and Fire Investigations

Photo Sheet

ER No.: [redacted]

Insured: [redacted]

No. 27

No. 28

EFI
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]

No. 29

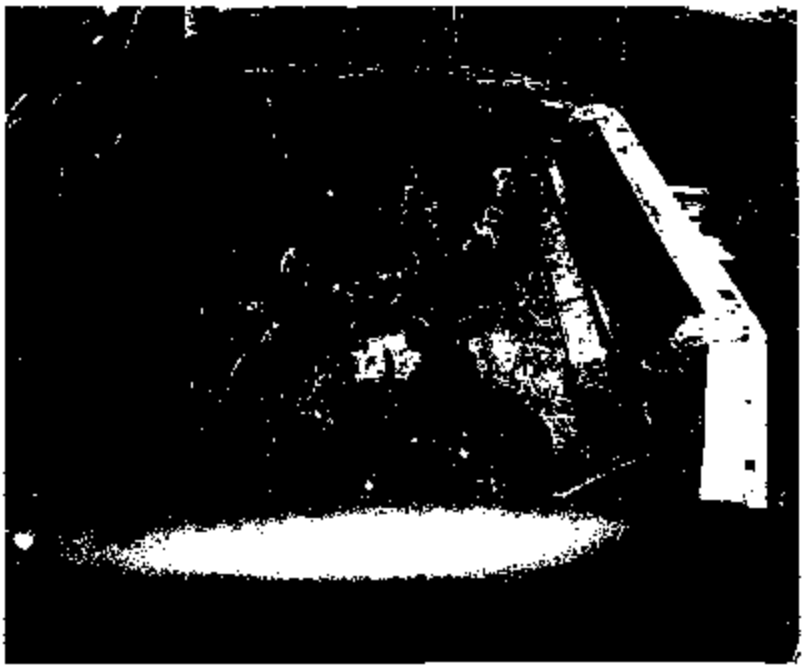
No. 30

ER
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]



No. 31

No. 32

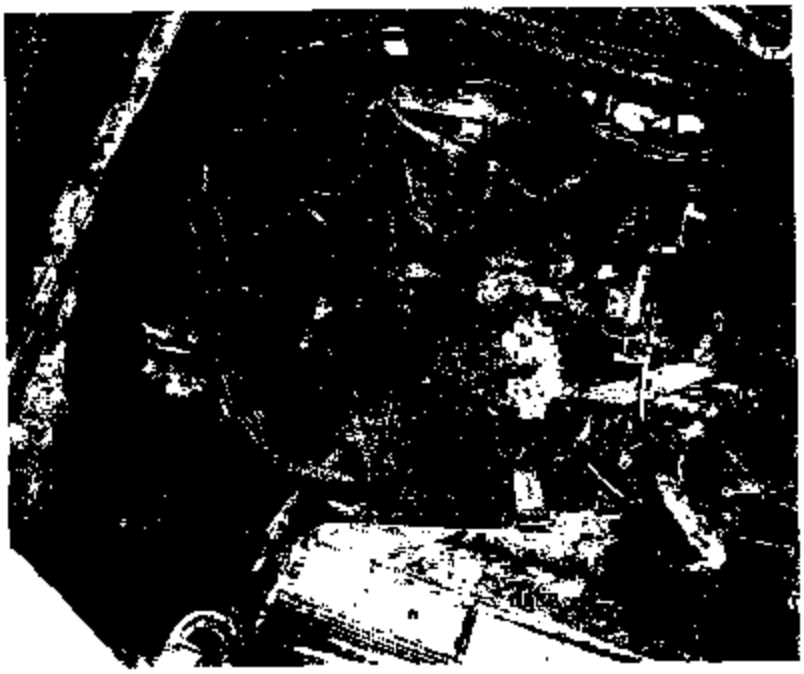
EFI

Engineering and Fire Investigations

Photo Sheet

EFI No.: 2408-84192

Insured: [redacted]



No. 32

No. 34

ER
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]

No. 34

No. 35

EFI

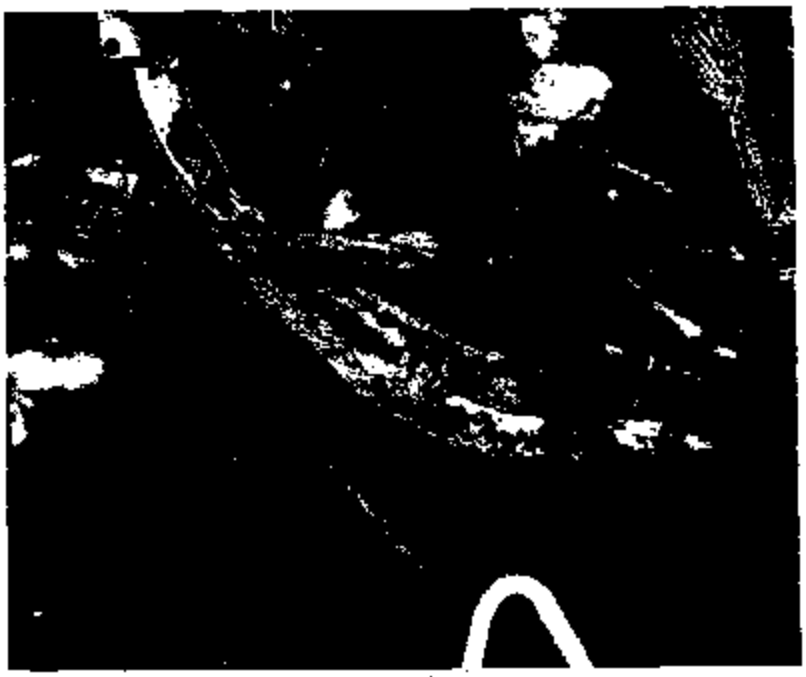
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]

No. 37



No. 38

EFI

Engineering and Fire Investigation

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]

No. 34

No. 46

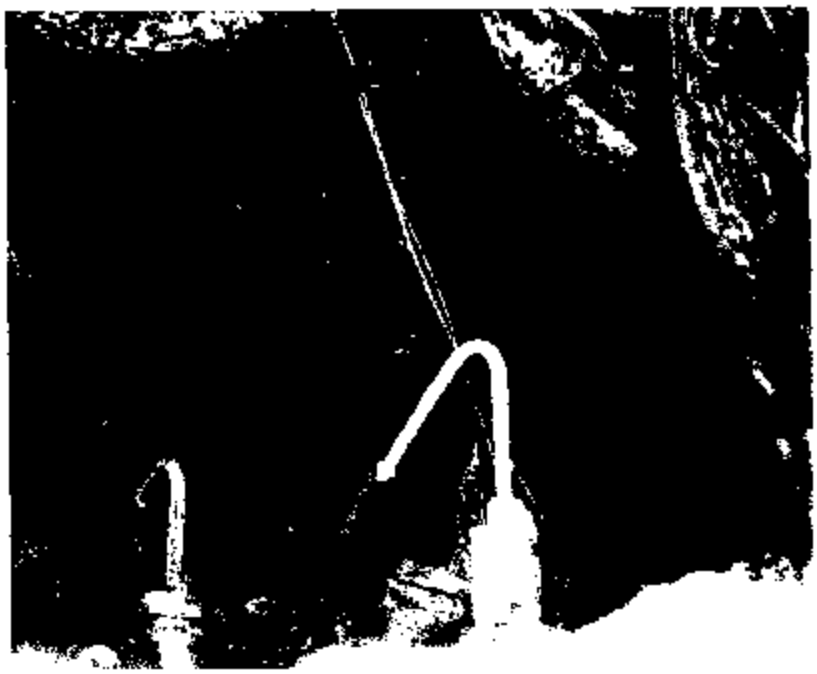
EFI
Engineering and Fire Investigation

Photo Sheet

EFI No.: 04008-04332

Insured: [redacted]

No. 41



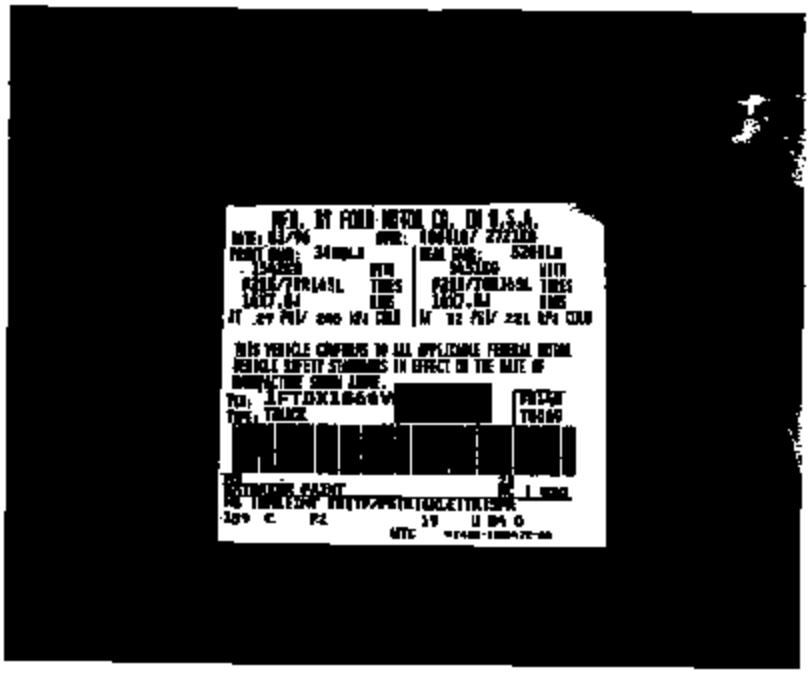
No. 42

ER
Engineering and Fire Investigations

Photo Sheet

EFI No.: [redacted]

Insured: [redacted]



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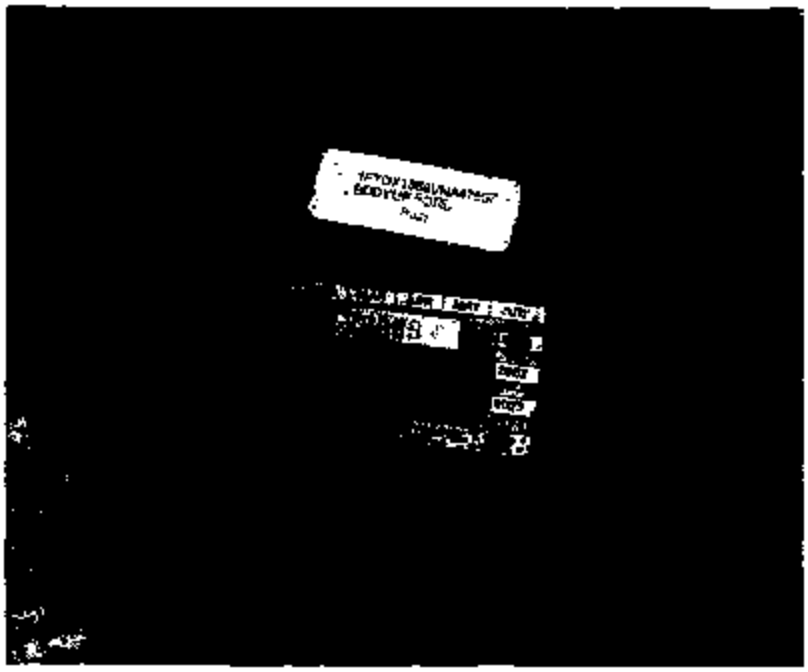

No. 44

ER05-005-LC-2466

State Farm Insurance Companies

Subrogation Department
Post Office Box 100081
Duluth, Georgia 30096-9361

April 25, 2003

FORD MOTOR CO
PARKLANE TOWERS WEST SUITE 400
3 PARKLANE BLVD
Dearborn, MI 48126-2568

RE: Claim Number: [redacted]
Date of Loss: January 9, 2003
Our Insured: [redacted]

Dear Sir:

This State Farm insured 1997 Ford F150 was involved in a fire. We settled a claim with our insured in the amount of $12560.00, which includes our insured's deductible. Our investigation revealed the cause of the loss was due to failure of the brake pressure switch. The evidence is being held for your inspection. Please consider this letter as our demand to Ford for reimbursement of $11316.50

If you have any questions, please call me at the number below.

Sincerely,

Johnny Lewis
Claim Representative
(770) 418-3252
1-866-796-4787 (Outside Metro Atlanta)

State Farm Mutual Automobile Insurance Company

1/9/03
97 F-150
$ 12,560
134,714 (M)
GA

Consulting Service

APR 2 9 2003

Transportation Technology

1184 Wind Hill Lane
Marietta, Ga. 30064
Telephone / Fax (770) 426-6173
or Toll Free (877) 328-3385
www.vehicleinvestigator.com

April 7, 2003

Johnny Lewis
State Farm Insurance Company
11350 Johns Creek Parkway
Duluth, GA 30098

Re: Fire Loss
Transportation Technology No. : 23015
Claim No#
Owner: [redacted]

Dear Mr. Lewis:

Enclosed are the report and invoice for subject investigation. Please contact me if you have any questions or need further assistance.

Thank you again for the opportunity to assist you.

Sincerely,

Michael E. Bresnock

Michael E. Bresnock

Consulting Service

Transportation Technology

1184 Wind Hill Lane
Marietta, Ga. 30064
Telephone / Fax (770) 426-8173
or Toll Free (877) 328-3385
www.vehicleinvestigator.com

1.0 ASSIGNMENT

1.1 Client:	**State Farm Insurance Company**
	[redacted]
1.2 Subject:	**1997 Ford F-150 Extended Cab**
	Ser# 1FTDX1864VN [redacted]
	Mileage: 134,714
1.3 Location:	**Verastar Salvage Disposal**
	Oak Ridge Road
	Tifton, Georgia
1.4 Purpose:	**Determine cause of fire.**
1.5 Date of Inspection:	**February 19 & March 31, 2003**

2.0 Participating Personnel

2.1 Investigator:	**Michael E. Bresnock- Consultant**
	Transportation Technology

IN THE STATE COURT OF COBB COUNTY, GEORGIA, CIVIL ACTION #

PLAINTIFF: [redacted]

(Our File #301-1551)

2003A 49721

VS

DEFENDANT: Ford Motor Company

COMPLAINT FOR TORT OF NEGLIGENCE (PRODUCT LIABILITY)

STATEMENT OF FACTS

COUNT I

[redacted] Fire Casualty Company (hereinafter referred to as "Plaintiff") files this Complaint for damages against Defendant Ford Motor Company, and respectfully shows the Court as follows;

1. Defendant Ford Motor Company (hereinafter referred to as "Defendant") is a foreign profit business corporation registered to do business in the State of Georgia. Said Defendant may be served with process through its registered agent in the State of Georgia to-wit: Corporation Process Company, 180 Cherokee Street, N.E., Marietta, Cobb County, Georgia 30060.

2. Defendant designed, tested, manufactured, assembled, inspected, marketed, distributed and warranted a 1997 Ford F-150 XLT 2WD Short Bed Ext Cab, VIN: 1FTDX17W0VN[redacted] (hereinafter "said product #1") prior to July 17, 2002.

3. [redacted], (hereinafter "Plaintiff's Insured #1) purchased said product in the stream of interstate commerce prior to July 17, 2002.

4. Thereafter, Plaintiff's Insured #1 used said product #1 for its intended purpose without abuse and without modification.

5. On or about July 17, 2002, a fire originated at the left rear upper level of the engine compartment of said product #1 due to a failed cruise control brake pressure switch (hereinafter "defective part #1).

6. As a result of the casualty described in the previous paragraph, said product #1, owned by Plaintiff's Insured #1, was

COUNT II

13. Plaintiff herein incorporates by reference the allegations contained in paragraphs 1 through 12 as if set forth herein.

14. Defendant designed, tested, manufactured, assembled, inspected, marketed, distributed and warranted a 1997 Ford F-150 XLT 4WD Short Bed Ext Cab, VIN: 1FTDX1864VN[redacted]8 (hereinafter "said product #2") prior to January 9, 2003.

15. [redacted] (hereinafter "Plaintiff's Insured #2) purchased said product #2 in the stream of interstate commerce prior to January 9, 2003.

16. Thereafter, Plaintiff's Insured #2 used said product #2 for its intended purpose without abuse and without modification.

17. On or about January 9, 2003, a fire originated at the location occupied by the brake pressure switch of said product #2 due to a failed cruise control brake pressure switch (hereinafter "defective part #2).

18. As a result of the casualty described in the previous paragraph, said product #2, owned by Plaintiff's Insured #2, was damaged in the amount of $12,560.00 (salvage is undetermined).

19. Subsequent investigation revealed that Defendant had negligently designed; negligently tested; negligently manufactured, negligently assembled; negligently inspected; negligently marketed; negligently distributed said product #2 in a defective condition at the time of first distribution and sale for use.

20. Subsequent investigation revealed that Defendant's negligence described in the previous paragraph was the proximate cause of the casualty described above and of the damages described above.

21. As a result, Defendant is liable as tort feasor in the