





28, 1999

Dear [redacted]

Re: Case # 0378701699

391PS - 22 [redacted]

On June 14, 1999, my [redacted]

[redacted] Property  
 S.C. [redacted] was a [redacted] 98 Explorer  
 home from Union S.C. to Property when  
 a vehicle pulled in front of her  
 to turn to the left. [redacted] hit  
 the other vehicle who was charged  
 with failure to yield the right of  
 way. My [redacted] was not at  
 fault. My Explorer then caught fire.  
 I was unable to exit the  
 vehicle. Two passengers pulled [redacted]  
 from the vehicle. That was a  
 fire and got a fire extinguisher to  
 put it out. There hadn't been  
 anyone sitting in the [redacted] would  
 have died in the vehicle. She  
 was transported to [redacted]  
 [redacted] in Union S.C. where she had  
 surgery.

The vehicle shouldn't  
have caught fire.

Vehicle location

Brain Body Shop 864-427-5723

157 Connector Rd

Union S.C. 29379

Doctors seen

John Hood  
201 W Main St  
Union S.C. 29329

John King 803 321-6254  
2562 Kinross St.  
Newberry S.C. 29108

Other insurance: SVA insurance

Agent Jackie Dennis ext 3622  
1-800-955-9927

Case # P8064896

My insurance: Nationwide Insurance

Agent Sam Adams  
1-800-348-8651

I feel [redacted] should be compensated for  
the pain and suffering, fear she went  
through, saying she could of died in  
that vehicle if someone hadn't pulled  
her out. I feel she should at least  
receive \$5,000 for her medical bills.

I thank you

Prosperity S.C.

SOUTH CAROLINA  
 DEPARTMENT OF PUBLIC SAFETY  
 NOTICE OF REQUIREMENT

Date	Time	County	1 - Interstate 2 - US Primary 3 - SC Primary	4 - Secondary 5 - County 6 - Other	ACCIDENT LOCATION Route Number and Name if any	AUXILIARY		
6-14-99	1630	36			ON 121	1 - Main Line 2 - Alternate	3 - Spur 4 - Connection 5 - Bypass 6 - Other	

## TO VEHICLE OPERATOR / OWNER:

FAILURE TO COMPLY SHALL RESULT IN APPROPRIATE ACTION UNDER SECTION 56-10-270 OF THE 1976 CODE OF LAWS OF S.C. AS AMENDED, IF VEHICLE SUBJECT TO REGISTRATION IN SOUTH CAROLINA, AND UPON CONVICTION THEREOF, THE DEPARTMENT MUST SUSPEND YOUR DRIVING AND/OR REGISTRATION PRIVILEGES FOR A PERIOD OF THIRTY DAYS AFTER WHICH YOU WILL BE REQUIRED TO FILE PROOF OF FUTURE FINANCIAL RESPONSIBILITY BEFORE REINSTATEMENT.

Unit #	1	Unit #	2
Make & Model	NEWBERRY PROSPERITY, SC	Make & Model	NEWBERRY WHITMIRE, SC
Year	98	Year	93
Body	4DS	Body	4DS
Make & Vehicle Identification Number	FORD 1F12U32X1W10	Make & Vehicle Identification Number	BUC 14W6Y9D1
Plate	SC 99	Plate	SC 00
Home Address	NEWBERRY PROSPERITY, SC	Home Address	NEWBERRY WHITMIRE, SC

## NOTICE OF REQUIREMENT ACCEPTED

Signature: *unable to sign*

Operator / owner refused to affix signature

Vehicle subject to registration in SC?

( ) Yes (X) No

(X) Yes ( ) No

1 - CITY POLICE 2 - SHERIFFS DEPT. 3 - COUNTY POLICE 4 - HIGHWAY PATROL 5 - OTHER

TO BE COMPLETED BY INSURANCE AGENCY, BROKER OR OTHER INSURANCE COMPANY REPRESENTATIVE

I hereby affirm that to the best of my knowledge the policy described was in effect covering the vehicle

on the date and time as mentioned.

Name of Insurance Company

Policy Number

From

To

Policyholder

The information contained herein is based solely upon my knowledge and belief as a representative of the above insurance company and no warranty of liability is implied to the above mentioned insurance company as I have listed herein.

Signature of Authorized Representative

Title

Company Code Number (Assigned by S.C. Department of Insurance)

If insurance agent or broker indicate corresponding company code number assigned by the South Carolina Department of Insurance, indicate whether agent, broker, etc.)

Area Code and Telephone Number

 Return to: FORM FR-10  
 FINANCIAL RESPONSIBILITY  
 SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
 P.O. BOX 1488  
 COLUMBIA, SOUTH CAROLINA 29216-0042

IF ANY OF THE BELOW ARE APPLICABLE, DISREGARD THE ABOVE PORTION.

- ( ) Check here if a Form SR-22, Fleet Policy of 25 or more vehicles is on file with the Department covering the vehicle.
- ( ) Check here if a certificate of self-insurance has been issued by the Department covering the vehicle and indicate the certificate number: SR-\_\_\_\_\_
- ( ) Check here if liability insurance was not in effect to comply with South Carolina statutory requirements.

Signature

Date

803-277-9250

Signature

## FORM FR-10 NOT ISSUED: SECTION 56-10-270

NO FORM FR-10 ISSUED TO OPERATOR

OWNER OF UNIT NO. \_\_\_\_\_

SUMMONS ISSUED TO \_\_\_\_\_

CHARGING NUMBER \_\_\_\_\_

FOR OPERATING OR ALLOWING THE OPERATION OF AN UNINSURED VEHICLE

J-337331

J-337332

5902-005-10-6133

Company

Policy No.

ACCIDENT INSURANCE INFORMATION FOR UNIT'S

Agency

Area Code &amp; Phone No.

O.P.S. USE ONLY

**SOUTH CAROLINA  
UNIFORM TRAFFIC COLLISION REPORT  
DEPARTMENT OF PUBLIC SAFETY  
FORM TR-378 (REV. 2/78)**

☐ Attached - Attach Copy  
of Original Report

☐ Corrected

Page 1 of 1 Pages

# of Units

2

Date 6-14-99	Time 1630	County 36	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	COLLISION LOCATION Route Number and Name if any 121	1- State Line 2- Interstate 3- County Line 4- City/Town Line 5- Other	6- Bypass 7- Other
Line 1	Ramp 1- Entrance 2- Exit	Line / Ramp Travel Direction H E O W	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	NAME INTERSECTION Route Number and Name if any 86	1- State Line 2- Interstate 3- County Line 4- City/Town Line 5- Other	6- Bypass 7- Other
Distance Off 12.65	Direction D E S W	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	NAME INTERSECTION Route Number and Name if any TOWARD 578	1- State Line 2- Interstate 3- County Line 4- City/Town Line 5- Other	6- Bypass 7- Other	
City or Town WHITMIRE	City or Town WHITMIRE	City or Town WHITMIRE	City or Town WHITMIRE	City or Town WHITMIRE	City or Town WHITMIRE	City or Town WHITMIRE	City or Town WHITMIRE

Unit # 1	Driver [REDACTED]	Vehicle [REDACTED]	Unit # 2	Driver [REDACTED]	Vehicle [REDACTED]
County NEWBERRY	County NEWBERRY	County NEWBERRY	County NEWBERRY	County NEWBERRY	County NEWBERRY
City PROSPERITY	City PROSPERITY	City PROSPERITY	City WHITMIRE	City WHITMIRE	City WHITMIRE
State SC	State SC	State SC	State SC	State SC	State SC
Year 99	Year 99	Year 99	Year 00	Year 00	Year 00
Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150

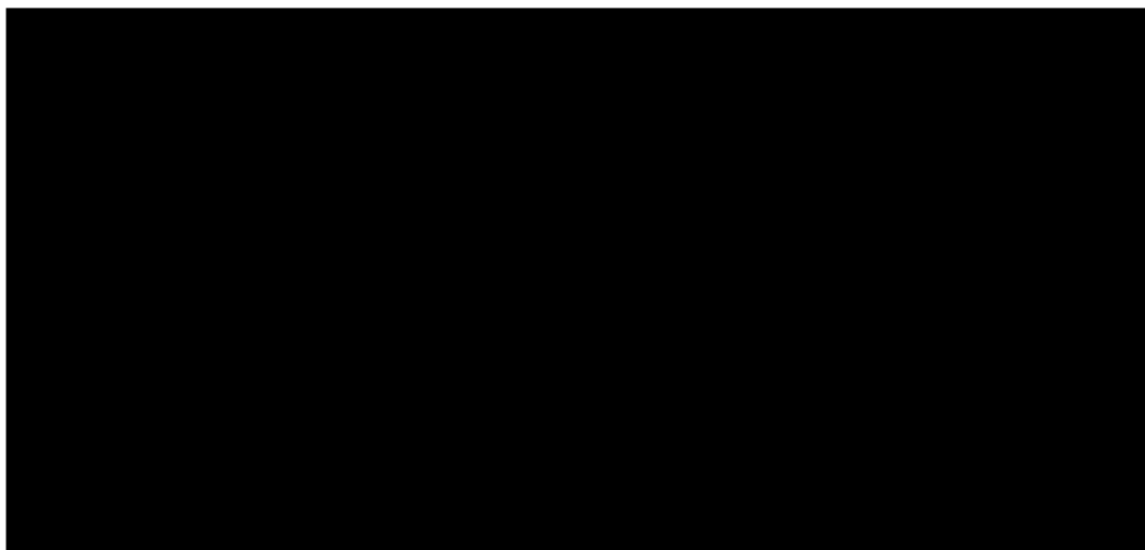
Unit # 1	Driver LOUIS WICKER	Vehicle J-337331	Unit # 2	Driver KIRK S	Vehicle J-337332
County NEWBERRY	County NEWBERRY	County NEWBERRY	County NEWBERRY	County NEWBERRY	County NEWBERRY
City PROSPERITY	City PROSPERITY	City PROSPERITY	City WHITMIRE	City WHITMIRE	City WHITMIRE
State SC	State SC	State SC	State SC	State SC	State SC
Year 99	Year 99	Year 99	Year 00	Year 00	Year 00
Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150	Make & Model FORD F150

Direction of Travel Unit #1 N E S W Unit #2 N E S W	Diagram 	Describe What Happened (Refer to Unit by Number) UNIT #1 WAS TRAVELING SOUTH ON SC 121. UNIT #2 WAS TURNING WEST ON SC 121. UNIT #2, FAILING TO YIELD RIGHT OF WAY, ATTEMPTED TO MAKE A LEFT TURN AND IN DOING SO TURNED INTO THE PATH OF UNIT #1. UNIT #1 STRUCK UNIT #2 IN THE RIGHT SIDE WITH THE FRONT OF HER VEHICLE. OWNER OF UNIT #1 DL#-20811637 OWNER OF UNIT #2 DL#-204210257
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SPECIAL USE ONLY		INTERNAL AGENCY CODE		Damage to Property \$1500.		Damage to Vehicle \$5000.	
Witness Name	Address	Witness Name	Address	Witness Name	Address	Witness Name	Address
1	[REDACTED]	1	[REDACTED]	1	[REDACTED]	1	[REDACTED]
2	[REDACTED]	2	[REDACTED]	2	[REDACTED]	2	[REDACTED]
3	[REDACTED]	3	[REDACTED]	3	[REDACTED]	3	[REDACTED]
4	[REDACTED]	4	[REDACTED]	4	[REDACTED]	4	[REDACTED]
5	[REDACTED]	5	[REDACTED]	5	[REDACTED]	5	[REDACTED]
6	[REDACTED]	6	[REDACTED]	6	[REDACTED]	6	[REDACTED]
7	[REDACTED]	7	[REDACTED]	7	[REDACTED]	7	[REDACTED]
8	[REDACTED]	8	[REDACTED]	8	[REDACTED]	8	[REDACTED]
9	[REDACTED]	9	[REDACTED]	9	[REDACTED]	9	[REDACTED]
10	[REDACTED]	10	[REDACTED]	10	[REDACTED]	10	[REDACTED]

OCCUPANTS

Investigator's Name [REDACTED]	Agency [REDACTED]	Report No. [REDACTED]	Date 6-15-99	Signature [REDACTED]
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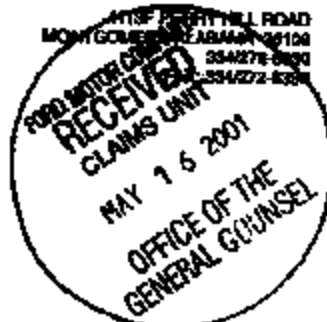


CUSTOMER SUPPORT  
CENTER

2001 MAY 14 P 2:01

May 8, 2001

Ford Motor Company  
Customer Assistance Center  
300 Renaissance Center  
P.O. Box 43360  
Detroit, MI 48243



ALFA CLAIM NUMBER: [REDACTED]  
INSURED: [REDACTED]  
DATE OF LOSS: April 16, 2001  
ACCIDENT LOCATION: Wetumpka, Alabama  
VIN: 1FTYR10C11E [REDACTED]  
DEALERSHIP: COLLIER FORD in Wetumpka, Alabama  
SUBROGATION DAMAGES: \$14717.58

Dear Sirs:

[REDACTED] purchased a 2001 Ford Ranger from Collier Ford on April 6, 2001. During the first week he was experiencing problems with how the truck was running so he took it by the dealership. They told him they couldn't find anything wrong with the vehicle and released the vehicle back to him. Over the weekend he experienced the same problem, so on Monday, April 16, 2001, he called the dealership. They told him to bring the vehicle back in. He advised them he felt unsafe driving the vehicle, and he requested they have someone tow it in. They insisted he could drive it in. On the way to the dealership the vehicle caught fire and [REDACTED] made it out before it burned all but part of the bed. A volunteer fireman witnessed [REDACTED] exiting the vehicle.

It is our request that the above mentioned claim be reviewed and paid. Our supporting documents are enclosed. Please make your check payable to ALFA insurance as subrogee of William Malone and indicate our claim number on your check.

This letter will serve as our notice of subrogation on behalf of our insured. If you have any questions please feel free to call me at (334) 272-8330. Your cooperation will be greatly appreciated.

Thank you.

Sincerely,

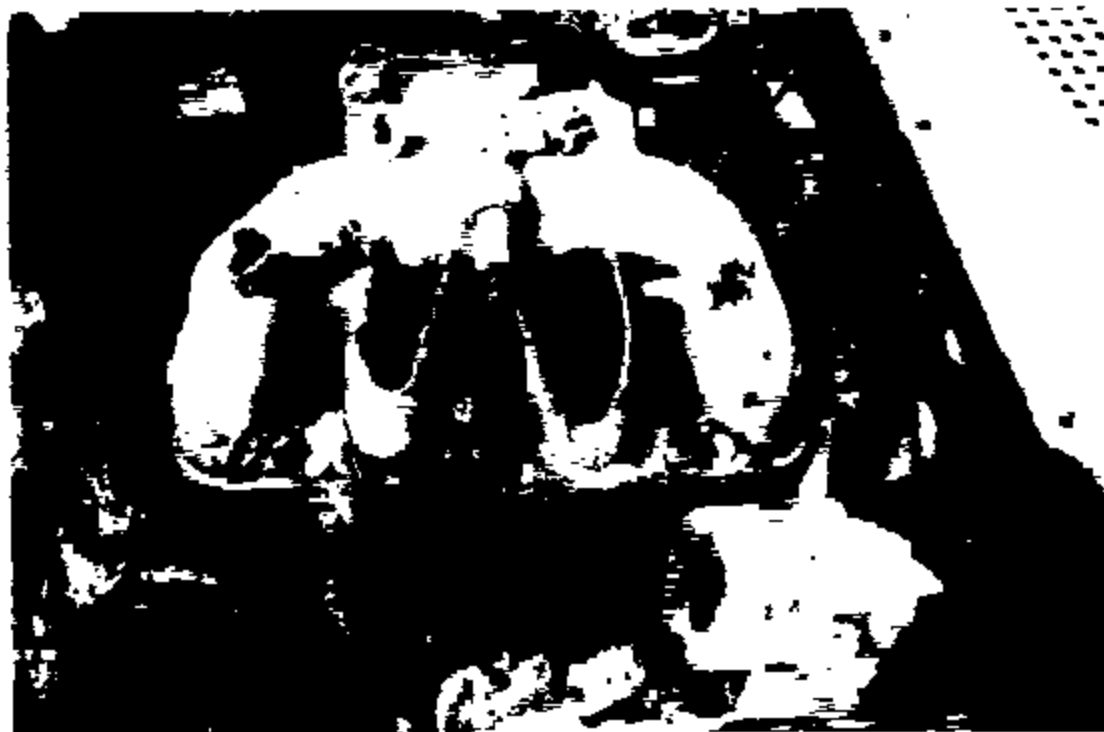
Donald Mack  
Claims Adjuster

Encls-002-10-0125

Handwritten initials and date: 5/16/01







**SLOTTER INVESTIGATIONS, INC.**

3651 Peachtree Parkway

Suite E 368

Suwanee, GA 30024

Telephone (770) 887-4450

Facsimile (770) 887-4458

**June 11, 2000**

**Mr. Don Mack  
Alfa Insurance Company  
1113 F Perry Hill Road  
Montgomery, AL 36109**

**Re:** [REDACTED]  
**Claim #:** [REDACTED]  
**Date of Loss:** April 16, 2001  
**FIS #:** 01-889

**Don:**

**INTRODUCTION:**

You notified this office concerning a fire to a 2001 Ford Ranger pick-up truck. The fire occurred on April 16, 2001, while the insured was returning the vehicle to the dealership.

You requested that I do an origin and cause examination and on May 2, 2001, I proceeded to Sadiaco Salvage in Birmingham, AL and conducted my vehicle analysis.

**DESCRIPTION OF VEHICLE:**

The involved vehicle is a red, 2001 Ford Ranger pick-up truck with the last five digits of the VIN 21909. Exterior examination revealed that the paint was consumed from the front to the back of the cab. Also, there was more heat generated on the left side of the vehicle as evidenced by the damage to the left fender and left front tire.

Interior examination revealed that the fire originated in the engine compartment and communicated to the cab through the right side of the firewall.

Examination of the undercarriage revealed elevated temperatures to the left front frame in the engine compartment. The heat diminished from the firewall to the rear of the vehicle. There was no heat damage around the transmission.

### ORIGIN AND CAUSE EXAMINATION:

Based on my observations, it is my opinion that the fire originated within the engine compartment. Examination of the engine compartment revealed that it was subjected to elevated temperatures, which melted the air intake manifold, voltage regulator casing, battery casing and a majority of the plastics and neoprene hoses.

Oxidation patterns on the metal in the engine compartment and consumption of products revealed that the fire was hotter on the right side of the compartment. The wiring harness was examined and I did not observe any electrical activity. However, some wiring was not available for examination. The gasoline supply line was partially damaged by the fire and I was unable to determine if the line leaked prior to the fire.

A transmission sample was taken and is in my possession if you wish to have it analyzed. I attempted to remove an engine oil sample, however, the oil pan was dry.

### INTERVIEWS:

The insured was interviewed via telephone but was reluctant to speak to me, as he did not know who I was or whom I worked for. I attempted to reassure him on numerous occasions that I was investigating this fire for his insurance company. The insured did state that he had prior problems with the vehicle and was driving it back to the dealership when he noticed smoke coming into the cab. When he exited the vehicle, the fire was concentrated in the engine compartment.

### CONCLUSION:

Based upon the physical evidence, I am able to conclude that the fire originated in the engine compartment. The elevated temperatures in the engine compartment were on the right side. The elevated heat patterns in the engine compartment are characteristic of a fuel fed fire. It is obvious that at some point in time, gasoline from the vehicle's fuel system assisted this fire. The gasoline line in the engine compartment was examined and the neoprene hose, which connects the gasoline line and fuel injectors, was consumed by the fire. The neoprene hose is the area where a leak will generally occur. Therefore, the fire destroyed any evidence that a fuel leak occurred.

Based on the insured's statement, this was a fast progressing fire, therefore, it is my opinion that it was not caused by any electrical malfunction. Also, examination of the wiring harness and available electrical wires in the engine compartment failed to reveal any electrical activity, which would have caused the fire.

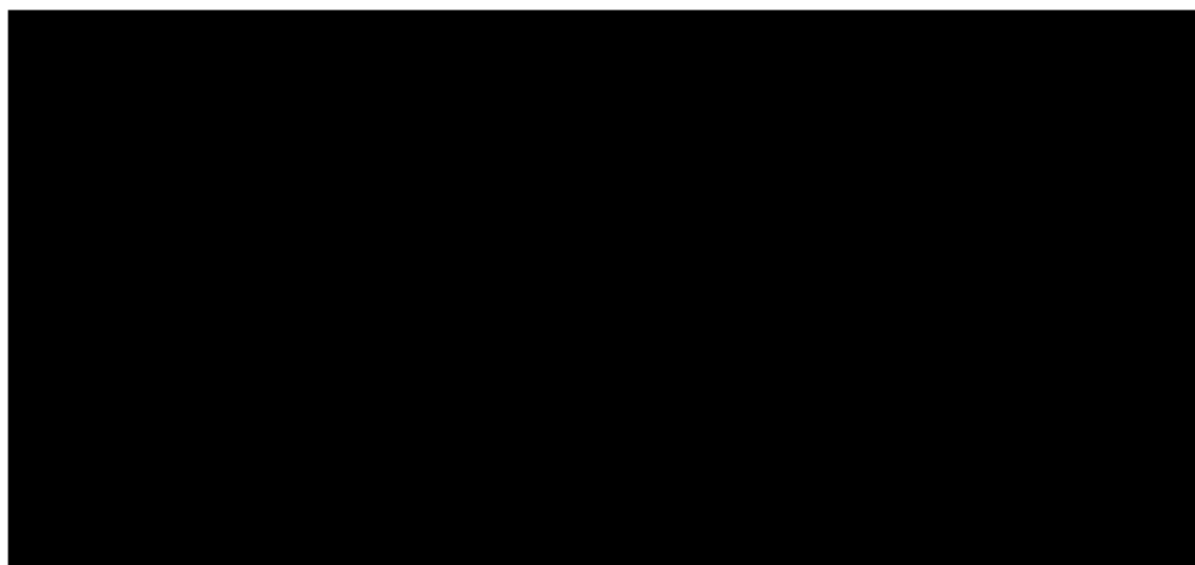
Also, the insured's description of the way the vehicle was acting when he was returning it to the dealership (jerk motion) is characteristic of poor fuel flow to the engine.

Based on the physical evidence, the insured's statement and observations, it is my opinion that the fire most likely originated from a fuel leak in the engine compartment. However, the physical evidence pertaining to the cause was destroyed by the fire.

Don, if there is anything further I can do with regards to this investigation please call me.

Sincerely,

  
Barry W. Slotter, C.F.I.





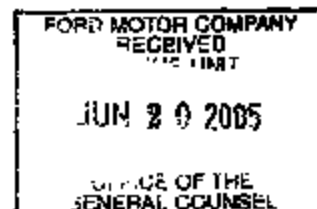
**Allstate.**

You're in good hands.

Certified Mail # 7001 0320 0004 8709 5772

June 10, 2005

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



*New*

RE: Claim #: [REDACTED]  
Our Insured: [REDACTED]  
Loss Date: 8/4/04  
Amt. of Claim: \$19,387.50

Attention Shawn Norton:

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

**Complete description of the incident:** Our insured was driving when he noticed smoke coming from the A/C vents and under the dash. He got off the highway and the vehicle began burning. There had been no prior problems or work done on the vehicle. It had been purchased around a year prior to the loss and there were no after market parts or additions. The only work had been oil changes, which the insured did himself. I have not received the engineer report yet but have requested it from the local claim office. It appears that the fire started at the accessory plug, which was not in use at the time of the loss. Once the report has been received I will forward it to you.

**Our statement of defect:** Strict Liability

**Location of evidence:** Copart, 505 Idlewild Rd, Grand Prairie, TX 75051. 972-263-2711, Lot [REDACTED]

**Manufacturer:** Ford

**Model:** F150

**Year:** 2002

**VIN:** 1FTRW07L32M [REDACTED]

The following information is attached:

Check copy  
Payment supporting paperwork  
Fire department report  
Preliminary C&O report & photos

**Roanoke National Subrogation Claims Center**

3800 Electric Road, Suite 301, PO Box 21188, Roanoke, VA 24018

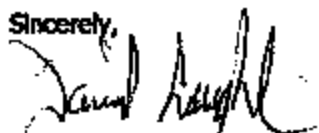
Phone: 1-800-776-2815 or (540) 989-2800 Fax: (540) 989-2840 or (540) 776-3803

Hours: 8:00 AM - 4:30 PM EST Monday - Friday

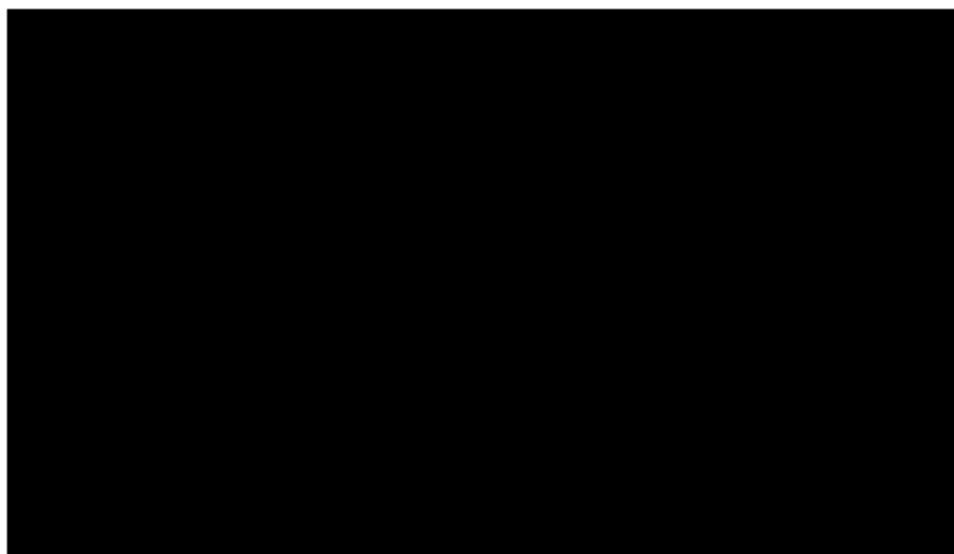
ENR-003-10-8141

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

Sincerely,

A handwritten signature in black ink, appearing to read "David Laughlin". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

David Laughlin, SCLA  
Subrogation Senior Service Representative





received  
12-7-99

## SILVERMAN & McDONALD

Attorneys at Law

Michael I. Silverman\*  
Robert C. McDonald  
Brian E. Lutness\*\*

1810 North Barcroft Parkway  
Suite 22  
Wilmington, Delaware 19805

(302) 658-2380  
Telexcopier:  
(302) 658-2382

\*Also Admitted in Pa.  
\*\*Also Admitted in N.J.

November 30, 1999

### VIA HAND DELIVERY

Phasbe S. Young, Esquire  
The Bayard Firm  
222 Delaware Avenue, Suite 900  
Wilmington, DE 19899

RE:

[REDACTED]  
v. Ford Motor Company  
Nationwide Claim No. [REDACTED]  
Date of Loss: 2/27/97  
C.A. No.: 98C-02-252-RRC

Dear Ms. Young:

Enclosed please find the plaintiff, [REDACTED],  
arbitration exhibits for the arbitration hearing which is scheduled for Tuesday,  
December 7, 1999 beginning at 2:00 p.m. The plaintiff will rely upon any and all  
exhibits that have been submitted by the defendant in this matter.

Should you have any questions or should you need any additional  
information, please feel free to contact me.

Sincerely,

*Brian E. Lutness*  
Brian E. Lutness

BEL/bgr

cc: Warren E. Kampf, Esquire(w/enclosure)

ERG-005-LC-5146

**v. FORD MOTOR COMPANY  
INDEX**

**PLEADINGS**

**A. Complaint**

**DOCUMENTS**

**B. Langham and Associates, Inc. 5/26/97 Investigation Report w/photographs**

**C. Onslow County Fire Marshal's Office Field Investigation Report**

**D. Written Statements of Witnesses**

**E. Vehicle Sworn Fire Statement**

**DAMAGES**

**F. Material Damage Settlement \$23,765.90**

**G. Car Rental \$649.47**

**H. Towing and Storing \$189.00**

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

**IN AND FOR NEW CASTLE COUNTY**

[REDACTED]

**Plaintiff,**

**v.**

**FORD MOTOR COMPANY,**

**Defendant.**

**C.A. No.: 89C-02-252RRC**

**ARBITRATION**

**TRIAL BY JURY OF  
TWELVE DEMANDED**

**PLAINTIFF,**

[REDACTED]

**ARBITRATION EXHIBITS**

A

ERR5-005-LC-8148

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

[REDACTED]  
Plaintiff.

v.

FORD MOTOR COMPANY,  
Defendant.

C.A. No.

ARBITRATION CASE

TRIAL BY JURY OF  
TWELVE DEMANDED

FILED  
PROTHONOTARY  
1997 FEB 24 PM 3:00

COMPLAINT

1. The plaintiff, [REDACTED] (hereinafter "Nationwide") is an entity engaged in the business of insurance in the State of Delaware.
2. At all times relevant, Nationwide issued a policy of automobile insurance to [REDACTED] its insureds for property damage.
3. [REDACTED] are residents of the State of Delaware and reside at [REDACTED], Rehobeth Beach, Delaware [REDACTED]
4. The defendant, Ford Motor Company, is incorporated in Delaware. Service can be made upon the registered agent, The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.
5. The insureds, William and Linda Mason purchased a 1995 Ford Cargo Van on or about August 23, 1995.
6. On or about February 27, 1997, the insureds were travelling in Hubert,

North Carolina in their 1995 Ford Cargo Van when suddenly and without warning, the vehicle caught on fire causing serious property damage to the van.

COUNT I

7. Paragraphs one through six are incorporated by reference herein.

8. The defendant, Ford Motor Company was negligent in that it:

(a) failed to use reasonable care, skill and diligence in making the 1995 Cargo Van;

(b) failed to use reasonable care, skill and diligence in designing the Cargo Van; and

(c) was otherwise negligent as the facts will permit.

9. As a proximate result of the defendant, Ford Motor Company's negligence, the plaintiff incurred significant property damage.

COUNT II

10. Paragraphs one through ten are incorporated by reference herein.

11. The defendant, Ford Motor Company, created an implied warranty of merchantability with the plaintiff and the insureds.

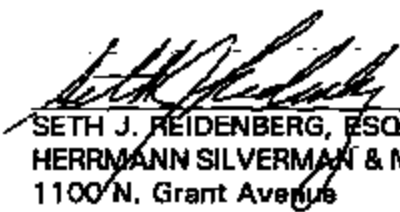
12. The defendant, Ford Motor Company, has breached the implied warranty of merchantability.

13. As a proximate result of the defendant, Ford Motor Company breach of the implied warranty of merchantability, the plaintiff incurred significant property damage.

14. Pursuant to its policy of insurance and Delaware law, Nationwide is subrogated to the rights of its insured for all sums paid as a result of the negligence

and breach of warranty of the defendant.

WHEREFORE, the plaintiff, [REDACTED] demands judgment against the defendant in the amount of \$24,999.37 plus costs and pre and post judgment interest.

  
SETH J. REIDENBERG, ESQUIRE  
HERRMANN SILVERMAN & McDONALD  
1100 N. Grant Avenue  
P. O. Box 1111  
Wilmington, DE 19899  
(302) 777-1900  
Attorney for Plaintiff  
I.D. #3657

B

EROS-505-LC-8153



NUM  
AUG 31 1998

# Langham and Associates, Inc.

623846

P.O. Box 1227

Morehead City, North Carolina 28557

STEVE W. LANGHAM, CPI  
President

252  
919/247-9256  
FAX: 919/247-9258

## INVESTIGATION REPORT

REPORT NUMBER One

PRIVILEGED AND CONFIDENTIAL

May 26, 1997

### PREPARED FOR:

[REDACTED]  
Dover, Delaware [REDACTED]

### ATTENTION:

Ms. Linda Coffman

### INSURED:

### DATE OF LOSS:

February 29, 1997

### LOSS LOCATION:

Sadisco East  
Clayton, North Carolina

### POLICY NUMBER:

### CLAIM NUMBER:

Unknown

### FILE NUMBER:

A-9740-04

Case No. A-9740-04

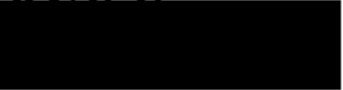
Insured: 

PHOTO EXPLANATION SHEET - Page 2

- 30. Remains of 12-Volt Battery
- 31. Wiring Harness Damage to the Left of Engine Compartment  
Showing Insulation
- 32-33. Wiring Damage to the Right of Engine Compartment Showing  
Heavier Damage
- 34. Rear of Engine With Cowling Removed
- 35. Close-up of Damage to Rear of Engine
- 36. Close-up of Incoming and Return Fuel Lines
- 37. View of Burned Fuel Line at Location of Fuel Filter

Case No. A-9740-04  
Insured: [REDACTED]

- 2 -

May 26, 1997

#### ASSIGNMENT

I received this assignment on Monday, May 5, 1997, from Ms. Linda Coffman of Nationwide Insurance Company. Ms. Coffman requested an investigation to determine the cause and origin of the fire. My investigation commenced on May 8, 1997.

#### SUMMARY OF CAUSE AND ORIGIN

This fire is accidental, resulting from the ignition of gasoline due to a fuel system malfunction under the driver's side of the vehicle, in close proximity to the fuel filter. The following facts support this opinion: concentration of fire damage along the entire driver's side portion of the vehicle; the burn through of the fuel line at the location of the fuel filter; the degree of destruction in the same area; and the elimination of other potential ignition sources.

#### EXAMINATION

I examined this vehicle at Sadisco Salvage in Clayton, North Carolina, on May 8, 1997. This vehicle is a 1995 Ford Conversion Van, with the last six digits of the Vehicle Identification Number being [REDACTED]. This Vehicle Identification Number was provided by Ms. Coffman, as there was no visible, readily accessible Vehicle Identification Number present. There was no registration plate located on the vehicle, and due to fire damage, the odometer and safety inspection sticker information could not be determined.

#### Exterior

With the exception of fire damage, the exterior of this vehicle was in good condition with no evidence discovered of pre-fire or repaired collision damage, nor outerbody panel rust through. Exterior fire damage was concentrated primarily on the right side of the vehicle, if viewed from the front. The entire length of the right side sustained severe fire damage, with the left side sustaining only moderate fire damage, predominantly to the left rear of the vehicle. In addition, the fiberglass hood over the engine compartment was completely burned away, with the exception of a small corner, which remained.

It was obvious, during the overall exterior examination, that fire originated to the right side and under the engine compartment and extended to other portions of the vehicle.

Case No. A-9740-04  
Insured: [REDACTED]

- 3 -

May 26, 1997

At the time of the fire, all four tires were present on the vehicle. At the time of my examination, all treads were matching and in good serviceable condition, with wheels being of factory origin.

#### Interior

At the time of the fire, both passenger and driver's doors, as well as sliding rear doors were closed with windows in the raised position. All glass was destroyed by the fire. Debris in the driver and passenger side front floorboard, transmission hump and under both seats were carefully examined during removal. No identifiable ignition source remains were found. It was obvious, during the interior examination, that fire damage within was due to a fire penetrating from the exterior of the vehicle, through the windows and upward through the engine compartment.

Examination of the dashboard area and dashboard wiring did not reveal any unusual condition. The dash sustained severe melting and heat exposure, but most wiring insulation over the wiring harnesses was still intact; there was no evidence of shorting, beading or electrical fire causing malfunction.

It is also important to note that during the dash examination, the remains of the ignition cylinder and the steering column were in place with the ignition key present and the ignition key was still in the "on" position.

#### Engine Compartment

This vehicle was powered by an 8-cylinder, fuel-injected gasoline engine with power provided to the rear wheels through an automatic transmission. An examination of the engine established that normal engine accessories were present with no unusual conditions noted. Nothing was immediately visible in the engine compartment which would tend to establish that this vehicle was inoperable at the time of the fire. Oil and transmission fluid levels were normal with no evidence of leakage.

Fire damage is concentrated most heavily along the right side of the engine, extending from the right side downward. It is important to note that due to the design of this vehicle, part of the engine compartment extends into the passenger/dashboard area. The rear of the engine is covered with a removable fiberglass cowl. This cowl showed no evidence of fire penetrating directly from the engine compartment into the passenger compartment, as it was intact and showed no fire penetration.

EP05-005-LC-8157

Case No. A-9740-04  
Insured: [REDACTED]

- 4 -

May 26, 1997

Removal of the engine cowl exposed the incoming and return fuel lines which were still in place and showed no excessive breakage or leakage. The flexible vinyl and rubber hoses which surrounded the area showed heavy heat exposure, along with severe melting and deterioration of wiring insulation throughout the engine compartment.

Tracing the fuel lines downward to the underneath side of the vehicle showed lines extended from the fuel tank, along the right side or driver's side of the vehicle, to a fuel filter located approximately under the driver's side floorboard. The fuel line, at this location, was completely burned through at the fuel filter, indicating, of course, severe fire intensity from under the vehicle.

The vehicle's 12-volt battery was present in the engine compartment at the time of the fire. Although damage was heavy along all wiring harnesses along the fire wall, no unusual or unexpected damage was found. All wiring harnesses within the engine compartment showed damage due to heat exposure.

#### INVESTIGATION

According to the written statement of [REDACTED], wife of the insured, she and her husband were driving the van east on Highway 172, at approximately 7:30 p.m. on the date of the loss. [REDACTED] statement indicated the motor started to sputter and they began to smell gas. She pulled the van off to the side of the road and her husband got out and opened the hood. Upon opening the hood, she saw fire coming from underneath the hood. Her husband then ordered her to get out of the van and she quickly exited the van.

[REDACTED]'s statement coincides with his wife's statement. In addition, a written statement by [REDACTED] who was a witness to the incident, stated that he saw a man open up the hood of a van and it burst into flames.

#### COMMENTS

As I stated in the report, the ignition cylinder was in place with the key in the "on" position. This is consistent with the insured's statements that she left the vehicle as ordered by her husband due to the fire. She did not turn the motor "off." This would then allow for fuel to flow into the fire area continuously until either the ignition was turned off or the circuit for the electric fuel pump burned completely in two. This, of course, added to the damage and spread of the fire.

Case No. A-9740-04

- 5 -

May 26, 1997

Insured: [REDACTED]

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

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

cc: Steve Langham, CFI

ENCLOSURES

1. Thirty-seven (37) Color Photographs with Explanation Sheet

Case No. A-9740-04

Enclosure No. 1

Insured: [REDACTED]

PHOTO EXPLANATION SHEET

- 1-2. Passenger Side Exterior
3. Passenger Rear
4. Rear of Vehicle
- 5-6. Driver's Side Exterior
7. Roof of Vehicle Showing Damage to Left Side
- 8-9. Remains of Tires on Driver's Side Showing Damage
10. Front Tire on Passenger Side
11. Tire - Rear Passenger Side
12. Overall View of Interior
13. Driver's Side Interior
14. Remains of Driver's Side Steering Wheel and Dash
15. Driver's Side Floor Debris
16. Overall View of Passenger Compartment From Rear
17. Damage to Dash Area
18. Passenger Side Floorboard
19. Rear of Engine Cowling Prior to Removal
20. Passenger Side Floorboard Prior to Debris Removal
21. View of Steering Column With Ignition Key In Place
22. Close-up of Ignition Key in the "On" Position
23. Close-up of Gear Selector Being in Parked Position
24. Remains of AM/FM Cassette
- 25-26. Wiring Harnesses Showing Little Fire Damage
27. Remains of Engine Hood Showing Predominant Damage to Right Side
- 28-29. Overall View of Engine Compartment

ENC-885-LC-5180

PHOTO SHEET

FILE NO. A9790-04



37

ER85-885-LC-8181



PHOTO SHEET

PLATE A9740-0



ENCLOSURE LC-8182

PHOTO SHEET

FILE NO. A9740-04



32



34

EROS-605-LC-B163

PHOTO SHEET

FILE NO. A9740-04



31



32

ENG-605-LC-8184

PHOTO SHEET

FILE NO 97-10-04



27



28

PHOTO SHEET

FILE NO A9740-04



29



30

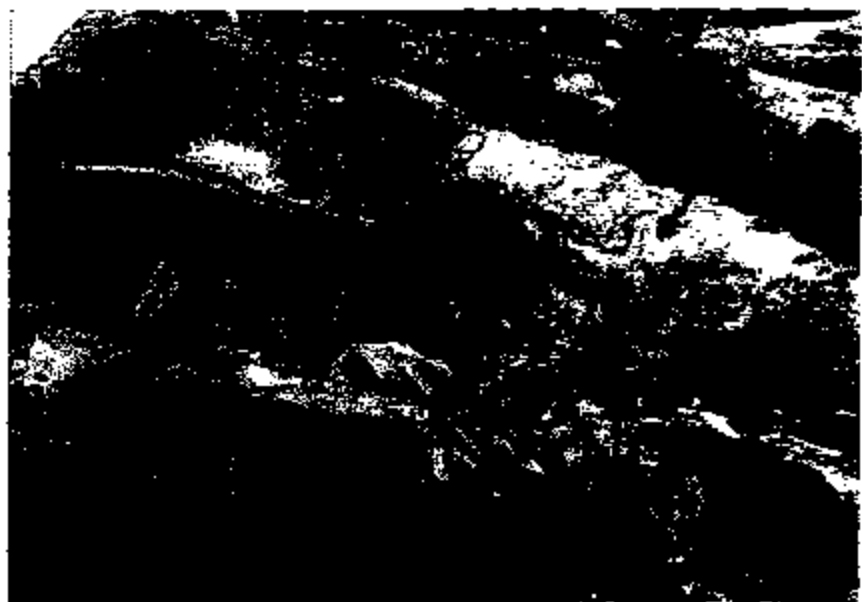
ENCLOSURE LC-8166

PHOTO SHEET

FILE NO. A9740-04



25



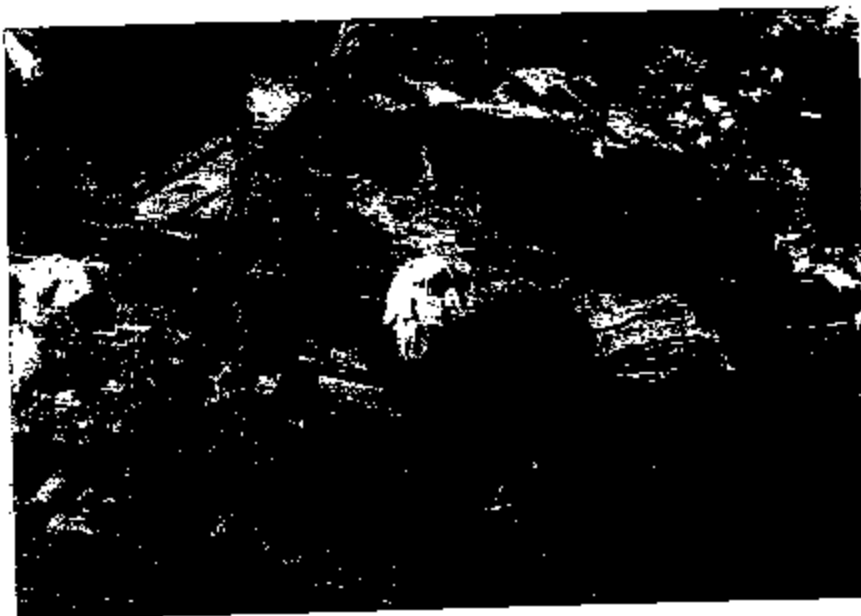
26

PHOTO SHEET

FILE NO. 9740-04



23



24

PHOTO SHEET

FILE NO. ATMO-04



21



22



PHOTO SHEET

FILE NO A9740-04



19



20

PHOTO SHEET

FILE NO. A9740-04



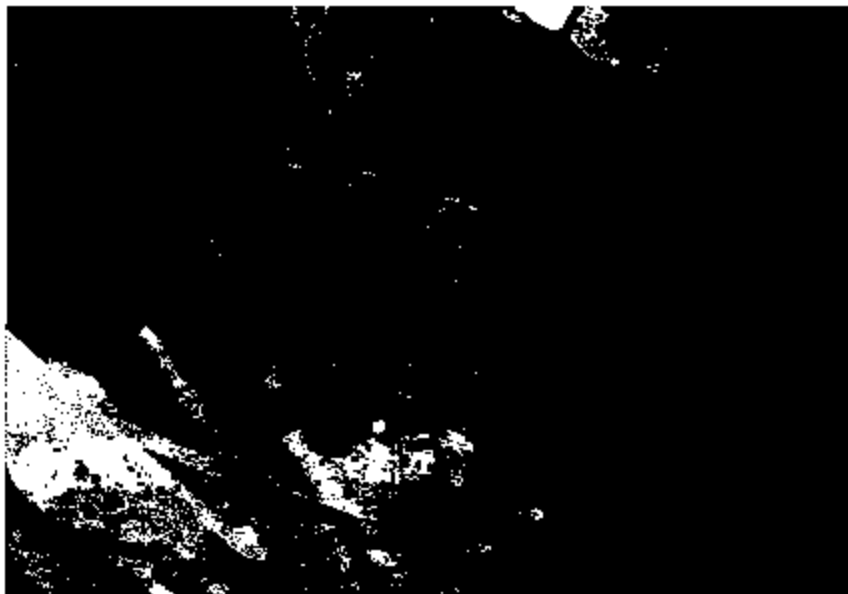
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18

PHOTO SHEET

FILE NO. 91740-04



15



16

FBI-DOJ-LC-8172

PHOTO SHEET

FILE NO. A9740-04



13

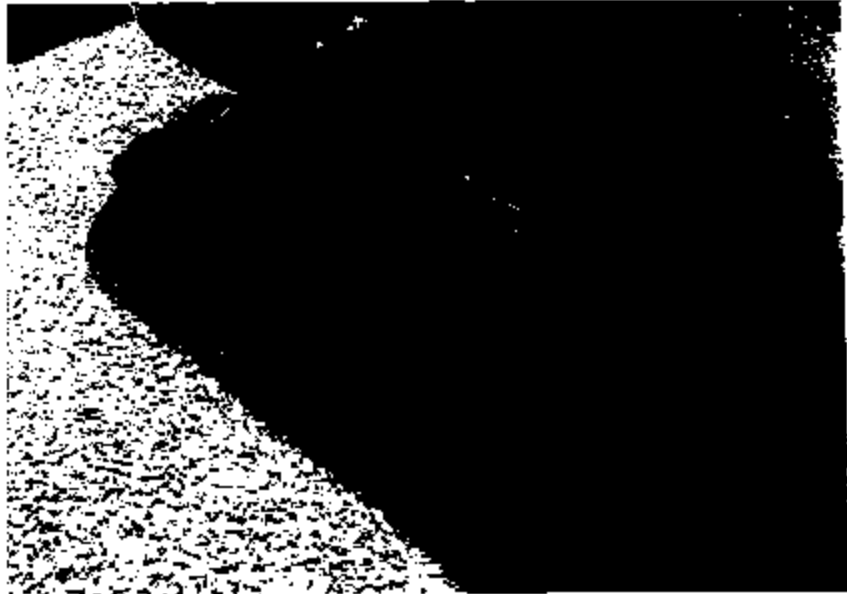


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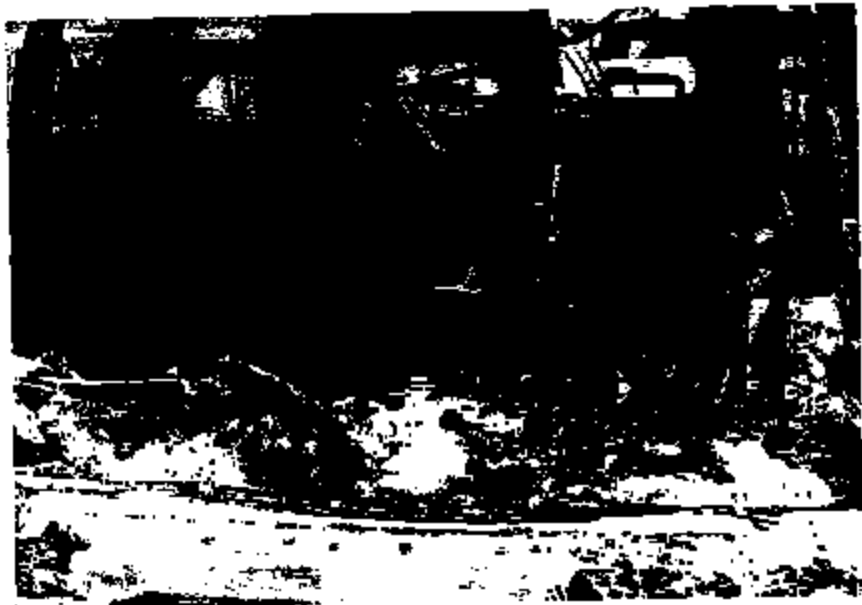
EO05-005-LC-8173

PHOTO SHEET

FILE NO. A740-04



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12

EROS-806-LC-8174

PHOTO SHEET

FILE NO. A974204



9

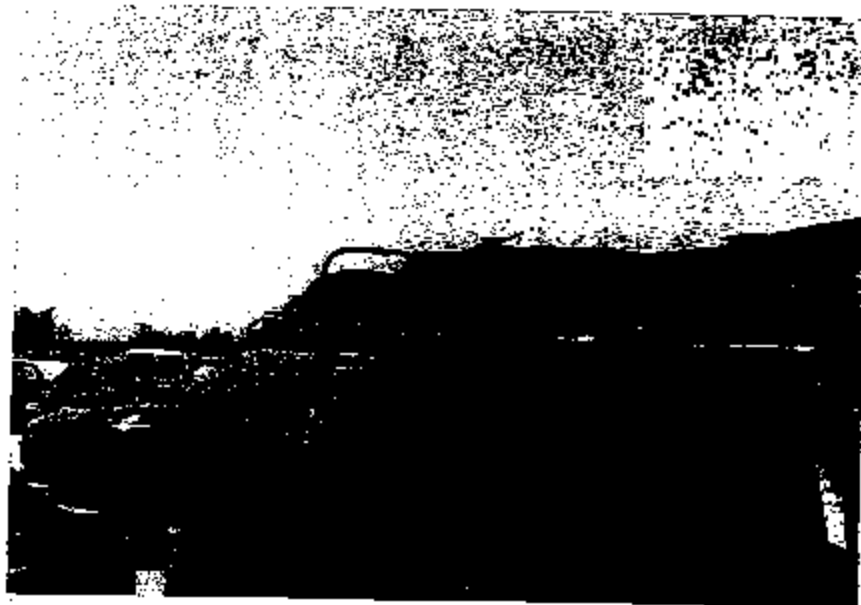


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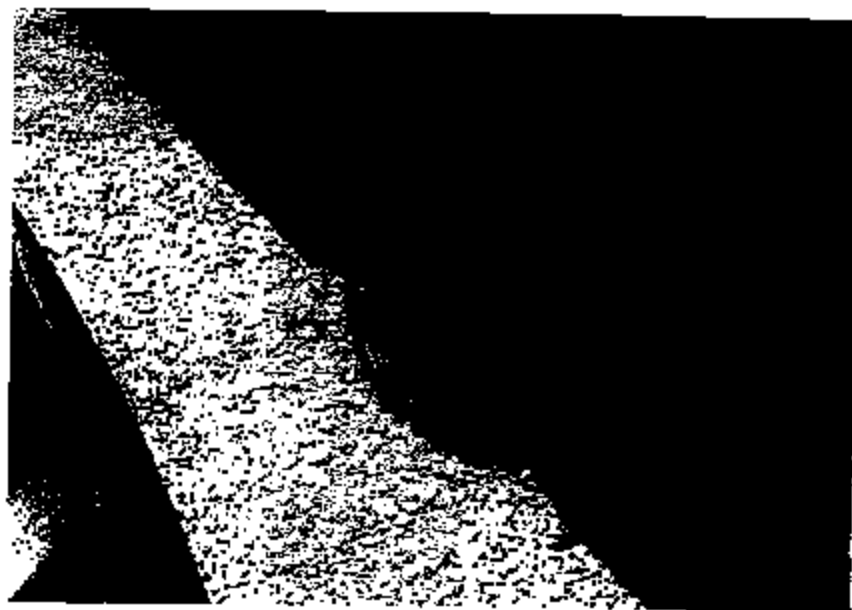
ER85-885-LC-8175

PHOTO SHEET

FILE NO. 89MD-04



7



8

PHOTO SHEET

FILE NO. 99742 04



5



6



PHOTO SHEET

FILE NO. 89740-04



3



4

ENG-885-LC-8178

PHOTO SHEET

FILE NO. AA740-04



1



2

ER05-005-LC-8178

C

ER85-885-1C-8180

# LOW COUNTY FIRE MARSHAL'S OFFICE FIELD INVESTIGATION REPORT

REVISED: 1995  
REF: NFPA - 908



NAME OF VEHICLE'S	AGENCY	FILE NO.
	Fire Marshal	97-0437

COLOR	YEAR	MAKE	MODEL	TYPE
SILVER	95	Ford	E-150	VEHICLE

OWNER'S NAME	OPERATOR'S NAME	OPERATOR'S PHONE NO.
	JAR	JAR

VEHICLE DAMAGE	FIRE DAMAGE
UNKNOWN - OWNER SAID NONE	TOTALLY DESTROYED
ON VEHICLE - ALL BURNED + deflated	
SPARE - UNKNOWN - COULD NOT SEE UNDER VEHICLE.	

VEHICLE DAMAGE	FIRE DAMAGE
NONE KNOWN	HEAVY - ENGINE AREA
CRACKING - UNKNOWN	BURNED OFF

VEHICLE DAMAGE	FIRE DAMAGE
NONE KNOWN	HEAVY - RIGHT SIDE
OR - N/A	TRANSMISSION - N/A
WHEELS - N/A	OTHER - N/A
UNKNOWN - COULD NOT GAIN ACCESS AT THIS TIME	

VEHICLE DAMAGE	FIRE DAMAGE
NONE IDENTIFIED	TOTALLY DESTROYED
KEY IN Switch + Switch was ON	YES ( ) NO
PERSONAL PROPERTY NOT IDENTIFIED	
UNKNOWN -	
UNKNOWN	WINDOWS MELTED OUT FROM HEAT

ALARM	POSSIBLE TRUCKS	WINDY CONDITIONS
YES	YES -	OUT BY MELTING IN HEAT

AREA	ENGINE COMPARTMENT - RIGHT SIDE AT FUEL INJECTION pump.
TEST ROOM	UNKNOWN - POSSIBLE LEAK
WINDY	WINDY - FUSES, PLUG WIRES, PLASTIC, ETC
WINDY	UNKNOWN - SUSPECT POSSIBLE FUEL LINE LEAK.

# ONSLOW COUNTY FIRE MARSHAL'S OFFICE FIELD INVESTIGATION REPORT

REVISED: 1995  
REF: NFPA - 908

Noted  
3/2/97



## VEHICLE FIRE

REPORT NO.	97-0437
REPORT DATE	3/2/97

REPORT NO.	97-0437
REPORT DATE	3/2/97
REPORT TIME	2001
REPORT LOCATION	RENOBOTH BEACH, DE
REPORT TYPE	VEHICLE FIRE
REPORT BY	Fire Marshal

REPORT NO.	97-0437
REPORT DATE	3/2/97
REPORT TIME	2001
REPORT LOCATION	RENOBOTH BEACH, DE
REPORT TYPE	VEHICLE FIRE
REPORT BY	Fire Marshal

REPORT NO.	97-0437
REPORT DATE	3/2/97
REPORT TIME	2001
REPORT LOCATION	RENOBOTH BEACH, DE
REPORT TYPE	VEHICLE FIRE
REPORT BY	Fire Marshal

REPORT NO.	97-0437
REPORT DATE	3/2/97
REPORT TIME	2001
REPORT LOCATION	RENOBOTH BEACH, DE
REPORT TYPE	VEHICLE FIRE
REPORT BY	Fire Marshal

REPORT NO.	97-0437
REPORT DATE	3/2/97
REPORT TIME	2001
REPORT LOCATION	RENOBOTH BEACH, DE
REPORT TYPE	VEHICLE FIRE
REPORT BY	Fire Marshal

REPORT NO.	97-0437
REPORT DATE	3/2/97
REPORT TIME	2001
REPORT LOCATION	RENOBOTH BEACH, DE
REPORT TYPE	VEHICLE FIRE
REPORT BY	Fire Marshal




D

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

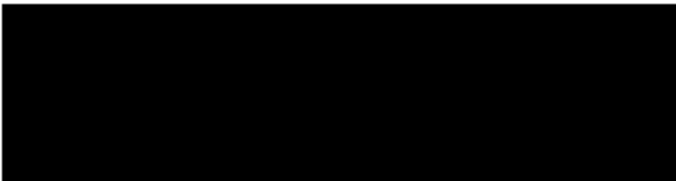
EROS-005-LC-0104

At Approx 730PM on 2/27/97 while Tracking  
section Hwy 172 approaching Hwy 24 the  
engine began to sputter and we ran out of  
gasoline. We stopped the car opened  
the hood and it exploded into flames.  
We then called the fire Co.





at about 11:30  
While Driving East on Hwy 172  
The Motor started to sputter  
at we smelled gas.  
Bill got out open Hood  
and all I saw that  
was fire.



I [REDACTED] WAS ON 172, AT THE  
INTERSECTION OF 172 AND HWY. 24. I  
SAW A MAN OPEN UP THE HOOD OF  
A VAN, IT BURST INTO FLAMES.

[REDACTED]  
HUBERT N.C.  
[REDACTED]

EMPS-003-LC-8167

APR 22 '97 17:03

1 910 455 6767

PM 08.08

APR 24 '97 10:31 PM NJ CLAIMS SAMSBOED 19102326693 TO 13225798186 P.07

E

## VEHICLE SVOEN FIRE STATEMENT

Page 1

The purpose of this statement, which I am giving of my own free will and accord, is to file my claim with NATIONWIDE MUTUAL INSURANCE COMPANY, COLUMBUS, OHIO, for fire damages sustained by my 1995 Ford E-150 Commuter Van, VIN 1EDDE1HA75F, insured under their policy.

When did you purchase the car? July 96 Purchase price? \$ 34,816.00  
Did you trade in another car? YES If so: 93 Ford Escort 2 years Agree \$ -0-  
Year Make Model Allowance Given  
What was your down payment? \$ 4,500.00 Are any payments past due? NO Why?

What is the amount of mortgage due on the car? \$ 29,921.78 on 3/18

What was the general condition of the car immediately prior to the fire? Excellent

What was the condition of the following parts of the car immediately prior to the fire?

Engine? Excellent Transmission? Excellent Differential? Excellent  
Drive Shaft? Excellent

Have you had any repair work done on the car recently? NO

Who is your present employer? U.S. PS - Mail Retiree; Victor Arriaga of time 7yrs

Have you been unemployed recently? NO

Have you had any recent financial difficulties? NO

Tell exactly and in detail how the fire occurred; what you did; who you saw; accordance with your activities at least 24 hours prior to the time of the fire, giving the time and naming the places of your activities:

Engine started spurting and I told my wife to pull over. I got the  
Flash light and opened the hood when it burst into flames. My wife  
turned down the road and I ran down to the phone to call the  
Fire Dept.

When the fire occurred, where were you going? To Cop. Lejune Hostess House

When the fire occurred, where were you coming from? A Friend's House

Who were with you? Myself and my wife

Did you see or smell the fire first? Saw it first

Where and when did you actually see the fire first? After opening the hood on Van

Did the fire spread slowly or rapidly? Spread very rapidly

Where the police or the fire department at the scene? YES

Has the fire marshal or the police questioned you regarding the burning of your car? YES

Were there any witnesses? YES

How did you get home from the scene of the fire? A Person at the scene offered us a Ride

Do you have a second mortgage or any other encumbrance on or against the car? NO

VEHICLE SVOEN FIRE STATEMENT

Page 2

Do you have any other insurance on the car? NO  
Did you consume any alcoholic beverages on the day or night that the fire occurred? NO  
If so, with whom and where?  
Have you ever been arrested for any crime whatsoever? NO  
Who usually services the car? Ford Co. where purchased.  
Where do you usually purchase fuel for the car? Any where available  
Have you tried to sell or trade the car recently? NO  
Do you have any objection to the car being repaired? NO  
Are you married? YES Do you have any children? YES If so, their ages? [REDACTED]  
Is your income the same now as it was when you purchased the car? NO, INCREASED 250 PER.  
Have you read your insurance policy? YES Do you understand your insurance policy? Yes So.  
How did you know your car was covered with fire insurance? Called Insurance Agent, RSM  
Have you had any previous losses? SARS CO. involved in Accident in 96.

I have read pages 1 and 2 of this statement or they have been read and explained to me, and I declare their contents to be a true statement of the facts.

This loss and/or damage did not originate by any act, design, or procurement of the undersigned, directly or indirectly, nor on the part of anyone having any interest in the property insured in the said policy of insurance. Nothing has been done to violate the conditions of the policy or to render it void. No attempt has been made to deceive the said CORPORATION as to the cause, the extent, or the particulars of said loss; and I hereby declare that this sworn statement is made under the penalties of perjury and/or fraud.

WITNESSES TO SIGNATURE

Patricia A. Carmichael  
Name  
Rehoboth, DE  
Address  
James D. Bortman  
Name  
Rehoboth DE 1958  
Address

Rehoboth Beach, DE  
City, State, Zip Code

STATE OF Delaware  
COUNTY OF Sussex

Subscribed, sworn to, read and acknowledged, and each of the 2 pages comprising this statement "initialed" before me this the 17th day of MARCH in the year of 1997.

Wendy L. Ware  
Notary

SEAL

My commission expires  
GENERAL WARE  
NOTARY PUBLIC

My commission expires March 6, 1998

F

ERG-005-LC-8191

**Material Damage Settlement  
Nationwide Insurance**

Our Policyholder: \_\_\_\_\_

Date of Accident: 02-27-1997

Claim Number: \_\_\_\_\_

867 01

**SETTLEMENT AND SUBROGATION ASSIGNMENT**

NATIONWIDE MUTUAL INSURANCE COMPANY, William E &/or Linda D Mason by policy number 823548 against loss or damage to for \$0 Deductible Comp. ☐ \$ Deductible Collision ☒ A loss occurred on 02-27-1997.

In consideration of the sum of \$23765.90, including applicable State Taxes, paid by the Company, the undersigned agrees to indemnify and forever hold harmless the Company from all claims whatsoever kind or nature arising out of the loss to their vehicle on the above mentioned date.

In consideration of such payment the undersigned hereby assigns and transfers to the said Company each and all claims and demands against any person, persons, firm or corporation arising from or connected with such loss or damage (and the said Company is subrogated in the place of and to the claims and demands of the undersigned against said person, persons, or property in the premises), to the extent of the amount above named. The undersigned further states that no monies have been paid to him/her by the party at fault and that he/she has executed a release of his/her claim against such party and that he/she will assist the Company in the prosecution of such claim and will execute any and all papers necessary in effecting recovery.

Policyholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2.

**CASH SETTLEMENT**

The undersigned hereby requests a cash settlement upon acceptance of the amount noted above (Section 1) of the NATIONWIDE MUTUAL INSURANCE COMPANY in full payment for the loss described above. The agreed settlement is: Actual Cash Value: \$23765.90, Sales Tax \$, Total \$23765.90. This request is made upon the following representations:

- a. The undersigned is the sole owner of said motor vehicle ☐ Yes ☒ No      Mortgaged to: Ford Motor Credit  
b. The motor vehicle is not covered by any other insurance, except:

This settlement includes: ☐ Towing ☐ Storage ☒ No Towing or Storage ☐ Other:

Further, I request that the coverages: ☐ Comp. ☐ Coll. ☐ P.D. & B.I. ☐ T. & L. ☐ Med. Pay. ☐ Fam. Comp. ☒ UMC  
☒ Other: All

☒ Be transferred to: Contact Agent      ☐ Be cancelled on:

The motor vehicle will be: ☐ Be Retained By Insured      ☐ Sold for Salvage      Salvage Sold to: \*\*\*\*PH to decide

I am expressly agreed that this instrument shall be void if the undersigned has misrepresented the facts as to the above representations and said Company may recover from the undersigned any payment made under this instrument.

Policyholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

3.

**REPAIR ORDER** \* Indicate your TIN number: \_\_\_\_\_

NATIONWIDE MUTUAL INSURANCE COMPANY hereby authorizes to make repairs to the motor vehicle owned by and described in Section 1 above. To be repaired as follows:

Final bill is to be settled as follows:      Policyholder pays: \$      Company pays: \$

It is understood that if this work can be properly done for less than the above estimate, the charges shall be submitted accordingly. In the event any additional repairs are found necessary, the garage will notify the adjuster before the repairs are made.

\* REPAIRING GARAGE MUST FURNISH INSURANCE COMPANIES WITH THEIR TAX IDENTIFICATION NUMBER (TIN) BEFORE ANY DIRECT PAYMENT IS MADE.

**4. ATTENTION GARAGE - What to do after the motor vehicle is repaired:**

- Collect \$ from the insured.
- Have insured sign Settlement and Subrogation Assignment.
- Complete the date:
- Attach your itemized bill.
- Mail form and final bill to the Claims Representative at the following address:

LINDA COFFMAN  
768 TOWNSEND BLVD  
DOVER DE 19901

Date: 04-22-97

Agent's Number: 5632

G

EA03-003-LC-0183



IN 03:24PM 3/21/97  
OUT 11:08AM 3/03/97

CALENDAR DAY

ENTERPRISE LEASING COMPANY OF PHILADELPHIA  
1215 HWY 1 P.O. BOX 397 202-545-3005  
LEVER DE 1995B 1747  
RENTAL TYPE 1 SOURCE N01424 - 579

RENTAL AGREEMENT  
202-545-3005  
PAGE 1 OF 1

UNIT 1  
UNIT # N50252  
LIC# MM989L  
MODEL CORS  
COLOR GRV/GRN  
IN 15115  
OUT 14895

RENTER

REHOBOTH DE  
LOCAL SAME

SUMMARY OF CHARGES

MILES  
NO CHARGE

19 DAYS 20.99 395.81

DR. LICENSE  
STATE DE EXPIRE 2/09/02  
DOB 2/09/52 HT WT  
EYES HAIR  
S.S.# ON FILE  
EMPLOYER  
RETIRED

BILL TO N CUST #

SALES TAX 1.92 7.22

ADDITIONAL DRIVER

LICENSE #  
STATE DE EXPIRES 4/04/97 AGE 40

CLAIM INFO  
POL/CLAIM/DOF

PERMISSION TO LEAVE STATE  
YES X NO

INSURED  
SAME

STATED NO  
CUSTOMER SIGNATURE ON FILE

TOTAL CHARGES

404.47

LOSS DATE  
THEFT ACCIDENT 1

PAYMENT INFORMATION  
AMOUNT PD.BY TYPE DATE AUTH  
90.00 CASH SALE 3/20/97  
300.00 VISA SALE 3/21/97 556540  
25.00 VISA SALE 3/21/97 077263  
9.53-CASH RFND 3/21/97

DEPOSITS  
REFUND

415.00  
5.53-

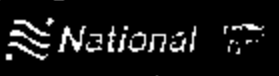
SALES TOTALLED\*\*  
NAME

CLOSED TICKET PAYMENT INFO

OPENED BY #27499 RICHARD A CORDELL  
CLOSED BY #34603 KELLY MOORE

Here is your copy for your  
insurance company. Thanks alot! Kelly

ENR05-005-10-6194



WILSONVILLE, OREGON  
 27/06/97 11:22  
 27/06/97 11:25

VEHICLE IN #2992-1  
 MAKE: JAGUAR  
 MODEL: XJ6  
 NET: 100.00  
 PAY: 100.00

DATE: 07/06/97  
 LIC: 80  
 MILES: 10,000  
 DRIVEN: 665

NOTE: DAY 100.00/100.00  
 100.00/100.00  
 100.00/100.00

YOUR SATISFACTION IS IMPORTANT TO ALL OF US AT NATIONAL.

THANK YOU FOR CHOOSING NATIONAL.

\* PLEASE RETURN COPY ONE

H

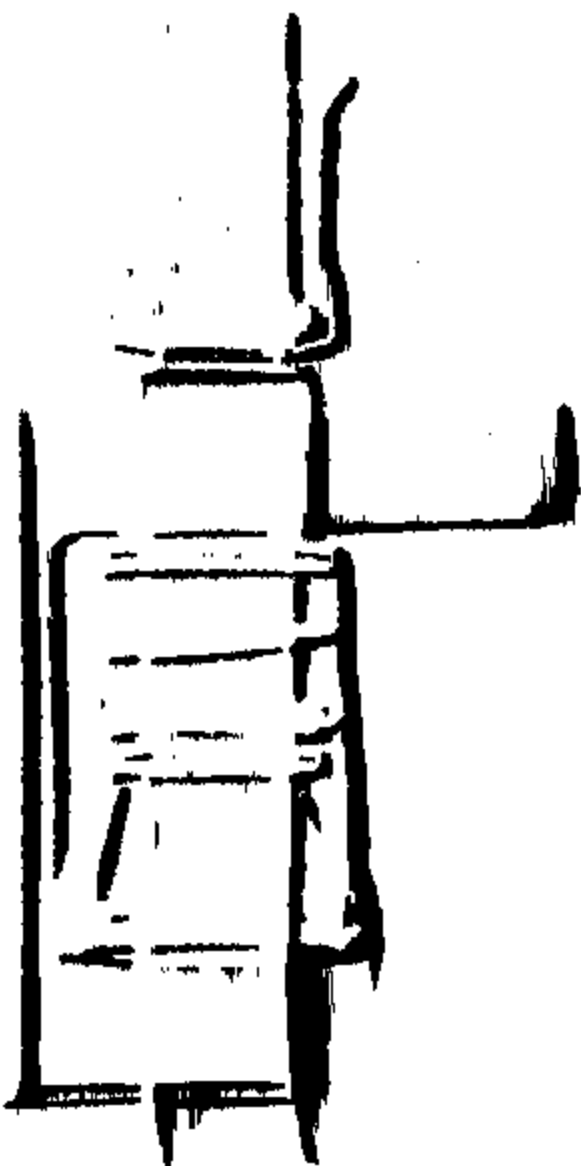
# OF UM'S GARAGE & AUTO SALVAGE

491 Queens Creek Road  
Hubert, NC 28539  
800-544-8490



326-4394		326-1424		326-1186		42859	
SADISCO EAST HWY 70 EAST				SADISCO EAST HWY 70 EAST			
CASH		CHARGE	C.O.D.	N.O.A.	CREDIT	PHONE NUMBER	ORDER BY
Cash							
WORKORDER #		MAINT	QUANTITIES	READY	COIN EXCHANGE	NO NUMBER	TRUCK LINE
48775							
DATE ORDERED		03/11/97					
WORKORDER #		MAINT	QUANTITIES	READY	COIN EXCHANGE	NO NUMBER	TRUCK LINE
48775							
DATE ORDERED		03/11/97					
TOWING		FORD VAN 95 (Extra Sale)					85.00
STORAGE		FORD VAN 95 (Extra Sale)					104.00
PAID							189.00
RECEIVED BY X							0.00
THANKS FOR THE ORDER JEFF							0.00
THANKS FOR THE ORDER JEFF							0.00
THANKS FOR THE ORDER JEFF							0.00
LIMITED WARRANTY							189.00
ENGINE AND TRANSMISSION AND REAR ENDS							0.00
Our used engines and transmissions are guaranteed for LTD 30 days							0.00
under normal driving conditions. Engines are guaranteed against engine							0.00
knock, excessive smoke and oil consumption. Warranty is void if engine							0.00
or transmissions or rear ends are disassembled before our inspection.							0.00
We do not warranty computers, water pumps, fuel pumps or distributors.							0.00
We will not warranty any vehicle that has been run hot.							0.00
TOTAL							189.00
Amount paid							0.00
Amount due							0.00

EM85-005-10-0197

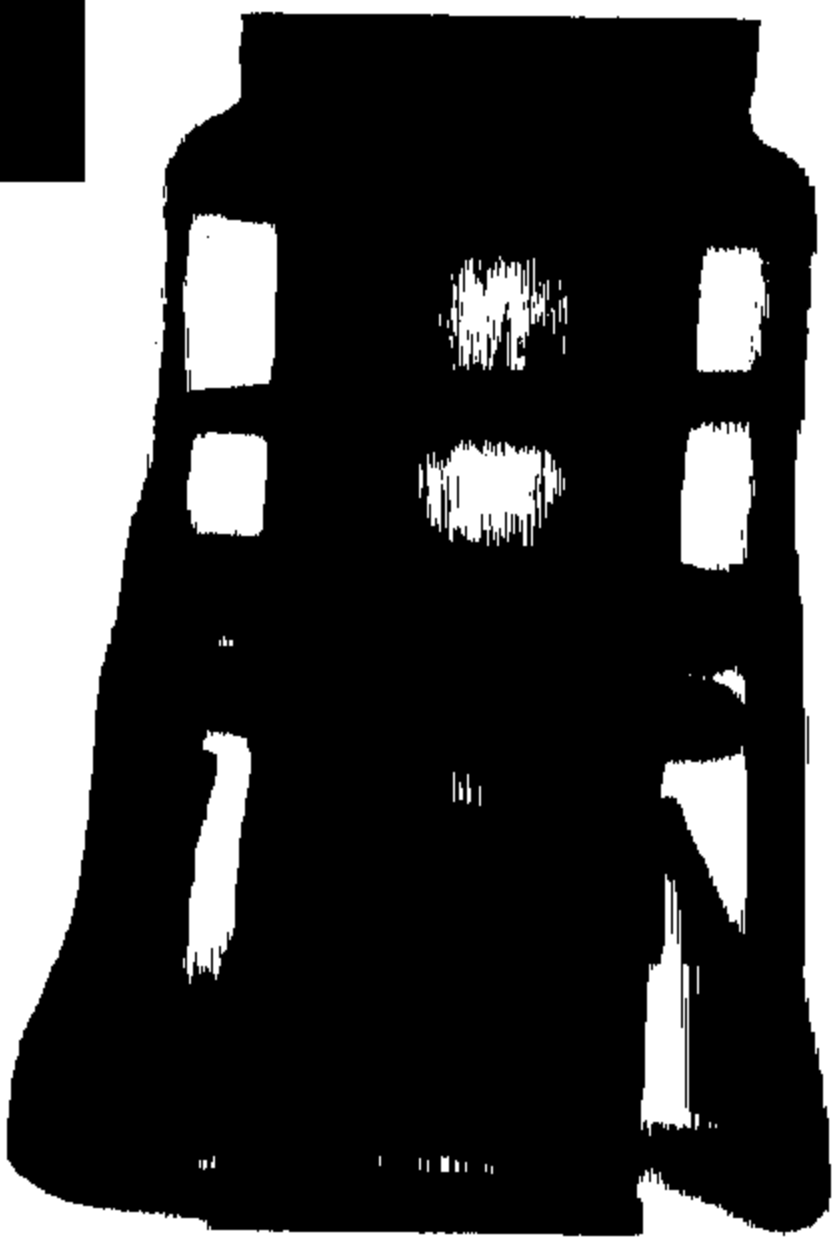


Sample A



SAMPLE 'A.'



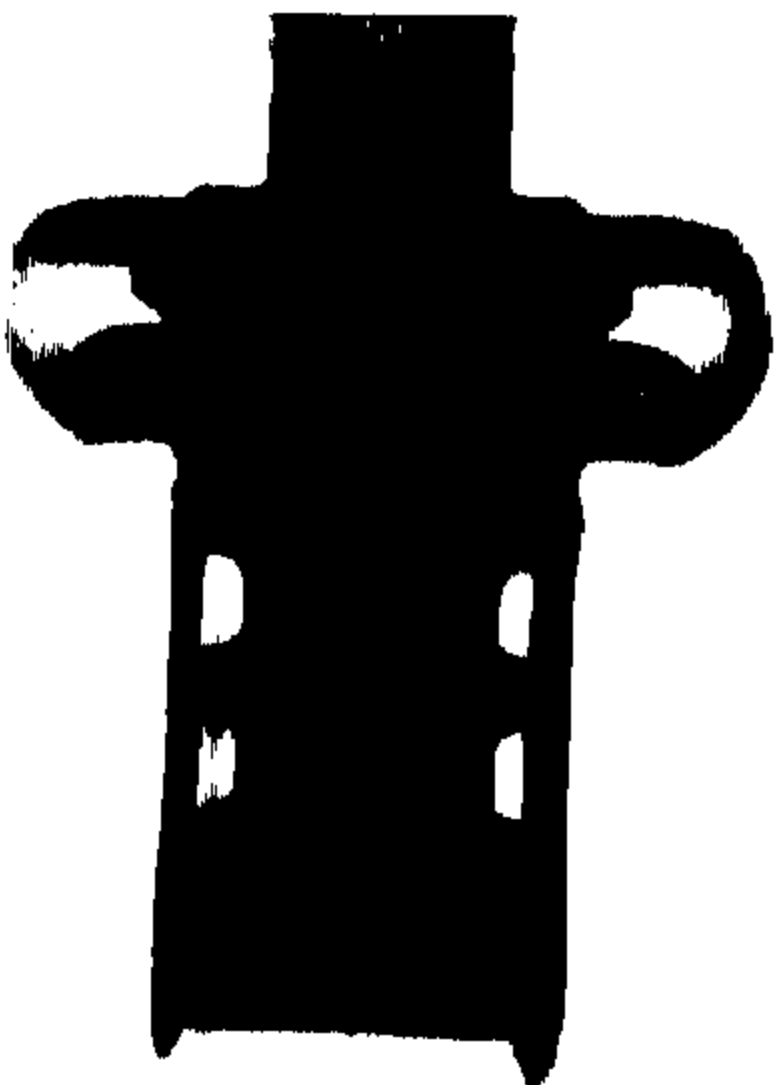


Sample A



Handwritten notes in a cursive script, organized into a list-like structure with horizontal lines separating entries. The text is mostly illegible due to the high contrast of the scan.

Sample #



Sample B.  
Return line



Sample B  
Return line

0120-002-LC-0210



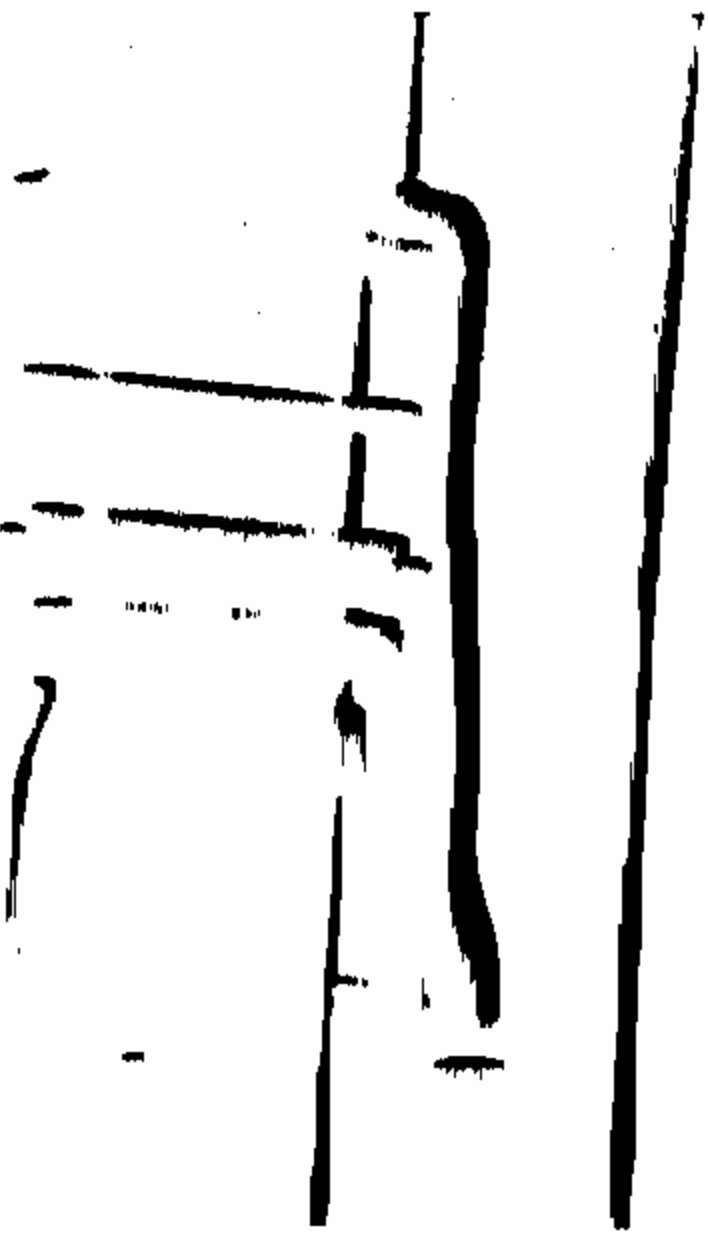


Sample B..  
Supply line

[REDACTED]

[REDACTED]

Sample C

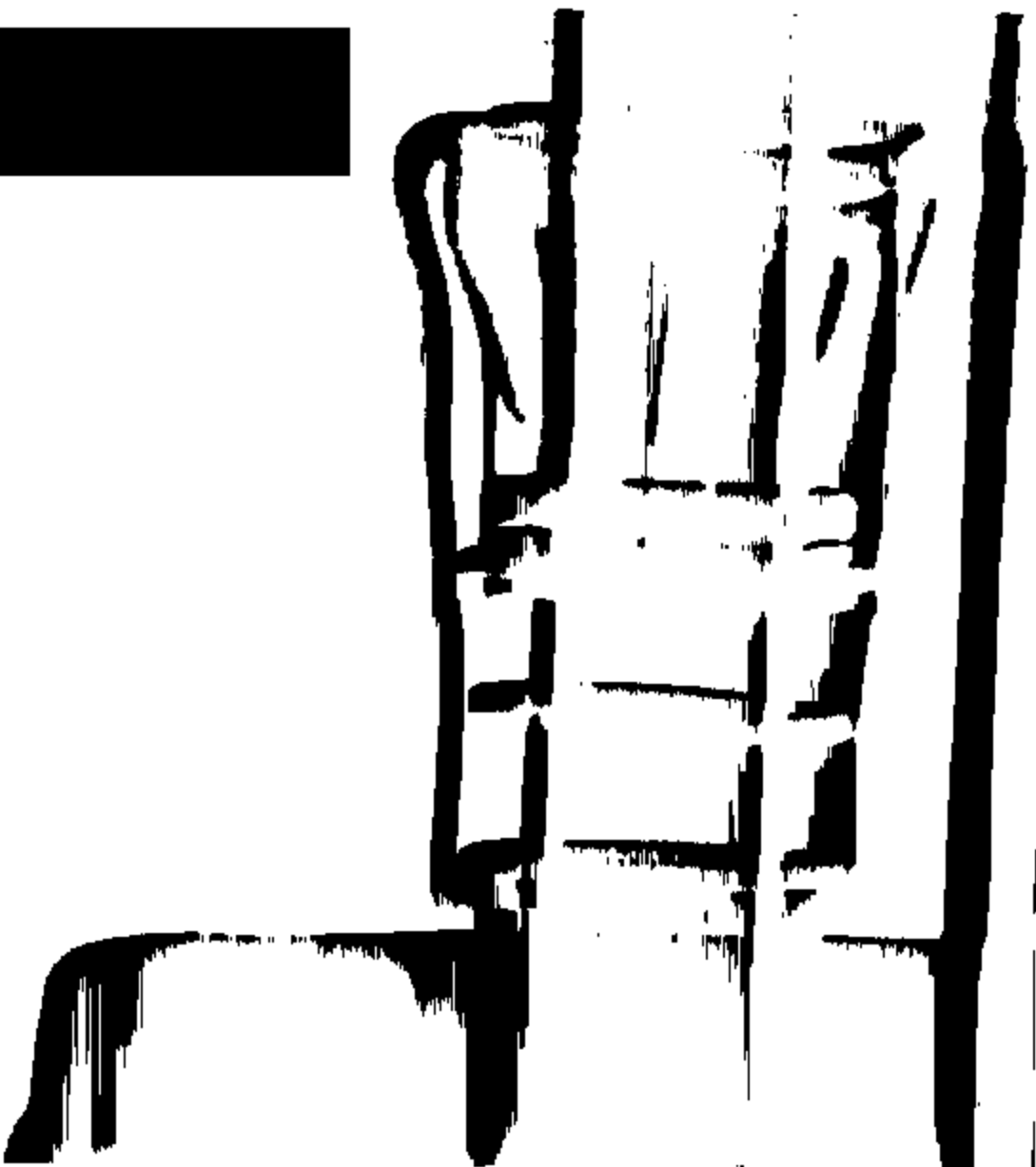


Sample C



Sample D





3/10/99  
10:15  
JAS  
IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

IN SHERIFF'S HANDS  
99 MAR -3 AM 10:03  
NEW CASTLE COUNTY

[REDACTED]  
Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

C.A. No. 99C-02-252 RRC

ARBITRATION CASE

TRIAL BY JURY OF  
TWELVE DEMANDED

THE STATE OF DELAWARE;  
TO SHERIFF OF NEW CASTLE COUNTY:  
YOU ARE COMMANDED:

To summon the above named defendant so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon Seth J. Reidenberg, Plaintiffs' attorney, whose address is 1100 North Grant Avenue, P.O. Box 1111, Wilmington, Delaware 19899, an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense.)

To serve upon defendant a copy hereof of the complaint (and of the affidavit of demand if any, has been filed by plaintiff).

Dated: 3/2/99

SHARON D. AGNEW

Prothonotary

Per Deputy

**TO THE ABOVE NAMED DEFENDANT:**

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the complaint (or in the affidavit of demand, if any).

**SHARON D. AGNEW**  
Prothonotary

Per Dep.   


# SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

FOR ADMINISTRATIVE PURPOSES ONLY. THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

COUNTY: C N K S CIVIL ACTION NUMBER: 94C-02-252 RRC

FILING FEE AMOUNT: \$125.10 FEE ENCLOSED: X Yes      No

CIVIL CASE TYPE: SEE INSTRUCTION PAGE FOR APPLICABLE CODE AND CASE TYPE DESIGNATIONS

CODE: CMIS TYPE: Subro-Auto

Attorney Name: John F. Reidinger

Firm Name: Hermann Silverman & McDonald

Office Address: 1100 N. Front Avenue  
Wren, DE 19899

Telephone Number: 302/777-1900

CAPTION
<u>Plaintiff</u>
<u>Defendant</u>
<u>Food Motor Company</u>

NAME AND STATUS OF PARTY: (e.g., John Doe, Plaintiff)	<u>PLAINTIFF</u>
DOCUMENT TYPE: (e.g., Complaint, Answer with Counterclaim)	<u>COMPLAINT</u>
ARBITRATION <input checked="" type="checkbox"/> NON-ARBITRATION <input type="checkbox"/>	
JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ESTIMATED TRIAL LENGTH <u>3</u> Days	
Anticipated Consolidation with Another Action? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Civil Action Number: _____	
ATTACHMENTS TO THE PLEADINGS:	
Affidavit of Demand	<input type="checkbox"/>
Affidavit of Defense	<input type="checkbox"/>
Affidavit of Mailing	<input type="checkbox"/>
Certificate of Value	<input type="checkbox"/>
Form 30 Interrogatories	<input type="checkbox"/>
Rule 3(E) Documents	<input type="checkbox"/>

FILED  
PROHIBITARY  
1994 FEB 24 PM 2:59

TRACK ASSIGNMENT REQUESTED: ☐ Clerk Used ☐ EXPEDITED ☐ STANDARD ☐ COMPLEX

BRIEFLY DESCRIBE WHY CASE IS COMPLEX OR EXPEDITED (Use a Separate Sheet if Additional Space is Required):

IS MEDIATION AN ALTERNATIVE DISPUTE RESOLUTION OPTION IN THIS CASE? ☐ YES ☐ NO

## RELIEF REQUESTED

Amount of Special Damages Claimed - \$ \_\_\_\_\_

Amount Includes a Claim for:

☐ Property Loss ☐ Medical Expenses ☐ Loss of Earnings  
☐ Liquidated Damages ☐ Other - Please Specify: \_\_\_\_\_

ADDITIONAL CLAIMS: ☐ Punitive Damages ☐ Other Non-Liquidated Damages

NON-MONETARY RELIEF REQUESTED:

(e.g., Declaratory Judgment)

AFFIRMATIVE DEFENSES: ☐ ☐ ☐ ☐ ☐ ☐

☐ ☐ ☐ ☐ ☐ ☐

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY



Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

C.A. No.

ARBITRATION CASE

TRIAL BY JURY OF  
TWELVE DEMANDED

FILED  
PROTHONOTARY  
1997 FEB 24 PM 2:59

99C-02-25RRC

COMPLAINT

1. The plaintiff, [REDACTED] (hereinafter "Nationwide") is an entity engaged in the business of insurance in the State of Delaware.

2. At all times relevant, Nationwide issued a policy of automobile insurance to [REDACTED], its insureds for property damage.

3. [REDACTED] are residents of the State of Delaware and reside at [REDACTED], Delaware [REDACTED]

4. The defendant, Ford Motor Company, is incorporated in Delaware. Service can be made upon the registered agent, The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

5. The insureds, William and Linda Mason purchased a 1995 Ford Cargo Van on or about August 23, 1995.

6. On or about February 27, 1997, the insureds were travelling in Hubert,

North Carolina in their 1995 Ford Cargo Van when suddenly and without warning, the vehicle caught on fire causing serious property damage to the van.

**COUNT I**


7. Paragraphs one through six are incorporated by reference herein.
8. The defendant, Ford Motor Company was negligent in that it:
  - (a) failed to use reasonable care, skill and diligence in making the 1995 Cargo Van;
  - (b) failed to use reasonable care, skill and diligence in designing the Cargo Van; and
  - (c) was otherwise negligent as the facts will permit.
9. As a proximate result of the defendant, Ford Motor Company's negligence, the plaintiff incurred significant property damage.

**COUNT II**

10. Paragraphs one through ten are incorporated by reference herein.
11. The defendant, Ford Motor Company, created an implied warranty of merchantability with the plaintiff and the insureds.
12. The defendant, Ford Motor Company, has breached the implied warranty of merchantability.
13. As a proximate result of the defendant, Ford Motor Company breach of the implied warranty of merchantability, the plaintiff incurred significant property damage.
14. Pursuant to its policy of insurance and Delaware law, Nationwide is subrogated to the rights of its insured for all sums paid as a result of the negligence

and breach of warranty of the defendant.

WHEREFORE, the plaintiff, Nationwide Mutual Insurance Company demands judgment against the defendant in the amount of \$24,999.37 plus costs and pre and post judgment interest.



SETH J. REIDENBERG, ESQUIRE  
HERRMANN SILVERMAN & McDONALD  
1100 N. Grant Avenue  
P. O. Box 1111  
Wilmington, DE 19899  
(302) 777-1900  
Attorney for Plaintiff  
I.D. #3857



911 ELKBRIDGE LANDING RD \* SUITE 400 4TH FLOOR \* LINTHICUM MD 21090-8881

October 15, 1997

FORD MOTOR CORPORATION OFF OF GEN'L COUNCIL ATTN SHAWN NORTON  
PARK LANE TOWERS WEST SUITE 400  
3 PARKLANE BLVD  
DEERBORNE MI 48128 *cl 10/15/97*

OUR INSURED : [REDACTED]  
OUR CLAIM NUMBER [REDACTED]  
DATE OF ACCIDENT : 02-27-1997

DEAR MR. NORTON:

I APPOLOGIZE FOR NOT RESPONDING TO YOUR AUG 29, 1997 LETTER SOONER. THE FOLLOWING ARE THE ANSWERS TO YOUR QUESTIONS.

- 1) DATE OF LOSS 02-27-97 AT HWY 172, HUBERT, ONSLOW CO, NORTH CAROLINA
- 2) OUR POLICY HOLDER WAS DRIVING DOWN HWY 172 AND ENGINE STARTED TO SPUTTER AND THEY SMELLED GASOLINE. THEY PULLED OFF ROAD AND LIFTED THE HOOD. THE ENGINE WAS ON FIRE. THE POLICEHOLDER YELLED FOR HIS WIFE TO EXIT THE VEHICLE.
- 3)ENCLOSED FIRE REPORT.
- 5)THE APPROXIMATE MILAGE ON THE VEHICLE WAS 6000 MILES. THE ODOMETER WAS DESTROYED IN THE FIRE.
- 7)SEE ENGLOSED COPIES.
- 10) THE FUEL SYSTEM MALFUNCTIONED. FIRE ORIGINATED UNDER DRIVERS SIDE IN CLOSE PROXIMITY TO FUEL FILTER.
- 11) SEE ENGLOSED EXPERT REPORT.
- 12) THE DEFECTIVE PART WAS NOT REPLACED.
- 13) THE DEFECTIVE PART IS LOCATED IN NATIONWIDE'S LINTHICUM OFFICE. THE ADDRESS IS PROVIDED ABOVE.





14) TOTAL LOSS PACKAGE INCLUDED.

15) SERVICE RECORD UNAVAILABLE. THE VEHICLE WAS NEW SEE DEALERS RECEIPT.

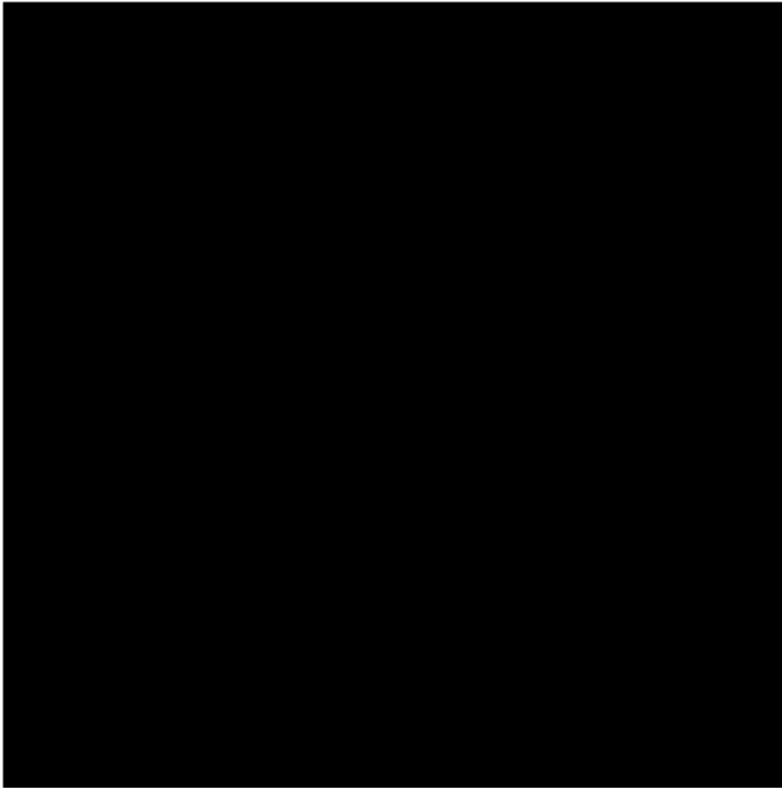
16) SEE DEALERS RECEIPT.

17) THE DEFECTIVE PART IS AVAILABLE FOR EXAMINATION AT OUR LINTHICUM OFFICE.

21) THE KEYS WERE IN THE IGNITION. WIFE EXITED VEH DUE TO FIRE.

24) SEE DEALERS RECEIPT.

NATIONWIDE MUTUAL INSURANCE COMPANY  
NANCY MAYER  
Claims Department  
410-885-7850





**American Select Insurance  
Company**

July 19, 2002

Ford Motor Company  
Parklane Towers West  
Suite 400  
3 Parklane Blvd  
Dearborne, MI 48121

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT

AUG 05 2002

OFFICE OF THE  
GENERAL COUNSEL

Re: Insured: [REDACTED]  
Claim No.: [REDACTED]  
Date of Loss: [REDACTED]

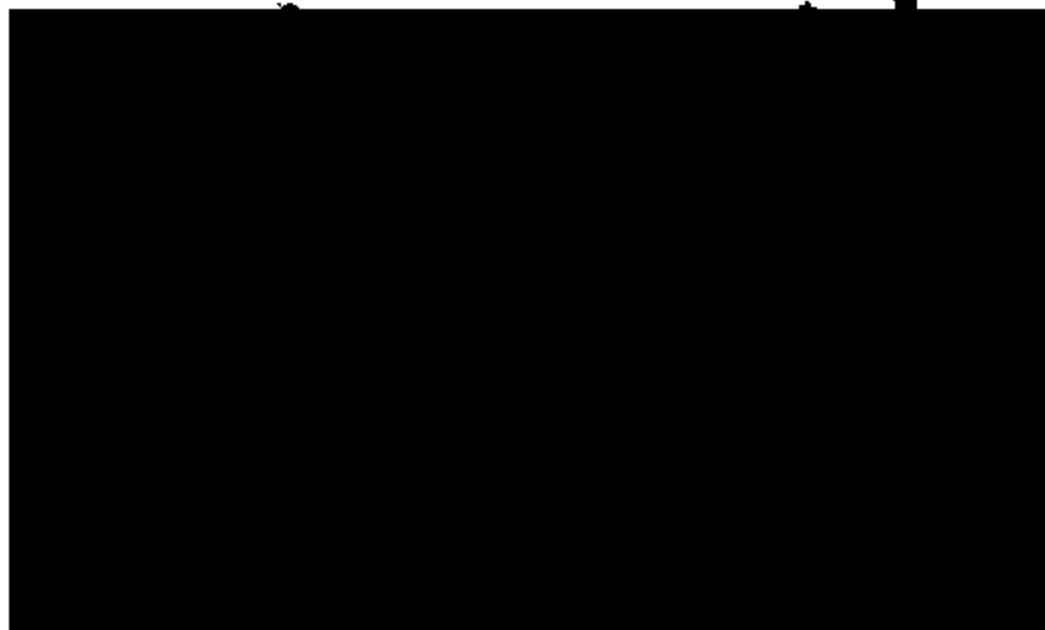
To Whom it May Concern:

Please let this letter serve as a request for contact with regards to a fire loss for a 1996 Ford Bronco. Westfield is looking at possible avenues for the cause of this loss. Please have someone contact me at (800)243-0241, ext 208 to discuss matters further.

Sincerely,

Beth A. Westfall  
Claims Representative

- 11/17/00  
- 196 Bronco



Robert Young's Fire Investigations  
238 Calumet Place  
Trussville, Alabama 35173  
Telephone: (205) 655-0717  
Robert M. Young, C.F.I.

October 29, 1999

800-392-3673

Ms. Bertha Ramirez  
MetLife Auto & Home  
P. O. Box 30018  
Tampa, FL 33630

Re: [REDACTED]  
Claim Number: [REDACTED]

Dear Ms. Ramirez:

The fire Origin and Cause investigation was conducted as requested. The area of origin was the engine compartment, the area of most damage was along the left side (directions are facing rear) and the lowest burning was on the frame under the master brake cylinder. The aluminum hood had the most extensive damage along the left side but it did melt to the center but was less along right side. The electrical wiring in the damaged area was examined for arcing or shorting but none was found so electrical was eliminated as the fire cause.

The area of lowest burn was on the frame which was near the exhaust manifold. The fuel supply and return lines came from the tank and were connected to the frame, there were flexible hoses that connected near frame, one went to the metal line for the injectors, the other was from the return. The return hose was consumed in the fire but the supply hose was loose from the metal tank line. There was melted aluminum on frame, the supply hose was under some of the melted aluminum, it was removed and the end was frayed. There was a kink near the metal tank line, there was a smaller kink near the quick disconnect. The metal line was four inches above the frame and the flexible hose had a mark that indicated it was resting on the shock stud.

The flexible hose separated from the connector at the metal line and it is believed to be due to the kink which created excess pressure at the connection. The hose separated, released gasoline into compartment and was ignited by one of many sources of ignition available. The final report will be mailed in 10 to 20 days.

Respectfully submitted,

*Robert M. Young*  
Robert M. Young, C.F.I.

Report Number: One Case Number: 99-10-08

06.10.11  
00.11

Robert Young's Fire Investigations  
238 Calumet Place  
Trussville, Alabama 35173  
Telephone: (205) 655-0717  
Robert M. Young, C.F.I.

PRIVILEGED AND CONFIDENTIAL  
REPORT NUMBER: Two  
And Final

PREPARED FOR: MetLife Auto & Home  
P. O. Box 30018  
Tampa, FL 33630

ATTENTION: Bertha Ramirez

INSURED: 

DATE OF LOSS: Thursday, July 1, 1999, TIME: 16:00

LOSS LOCATION: Somewhere Near  
Cahaba, AL

POLICY NUMBER:

CLAIM NUMBER: 

THIS REPORT FURNISHED AS PRIVILEGED AND CONFIDENTIAL TO ADDRESSEE,  
RELEASE TO ANY OTHER COMPANY, CONCERN, OR INDIVIDUAL IS SOLELY THE  
RESPONSIBILITY OF ADDRESSEE.

## I. ASSIGNMENT

### 1.1 Case Assignment

This assignment was received October 27, 1999, with a request to conduct an Origin and Cause investigation.

### 1.2 Exhibits

- A. Investigation Report
- B. 40 Color Photographs
- C. History of Burned Ranger
- D. Fuel System Diagram of the 1998 Ranger, 1999 diagram not available.
- E. Unused Photographs

### 1.3 Subjects

- A. [REDACTED]
- B. [REDACTED], Insured's Father

## II. INVESTIGATION

### 2.1 Risk

The risk was a 1999 Ford Ranger pickup, the last six digits of VIN A39648.

### 2.2 Investigation

The investigation was conducted October 27, 1999, at Sadisco in Irondale, Alabama.

### 2.3 Vehicle Examination

The vehicle was stored in an insurance storage yard. The vehicle had extensive damages in the engine and passenger compartments. When this investigator arrived on scene the hood remains had been folded into the passenger compartment, it is believed that this was done to move it from Caleria to the storage yard. The windshield had broken during the fire so the hood was folded across the dash. The exterior had damages to the hood, windshield, cab above windshield, rear window glass, left fender (all directions will be facing rear unless otherwise stated) and left front tire.

The passenger compartment had suffered extensive damages throughout but after a close examination it

was determined that the damage was caused by fire entering through windshield and cowl/firewall. The burning was more severe under the dash at the steering column rod and the glove box area, the fire entered through holes around steering column and heater/air conditioner fan location. The fire came through windshield burning top of dash. The fire did not originate in the passenger compartment.

The fire origin was in the engine compartment, the most damage appeared to be on the left side of engine from near the radiator to cowl/firewall where the brake booster tank was located. The hood was still intact to the right hinge, it was removed from the passenger compartment and there was a large hole melted in the center, the melt went to the rain trough then to the left fender which included the left hinge area. The aluminum is double where the hinge is located but only one layer in the center with braces. The rubber weather stripping across the front of rain trough was consumed from left side to where the hood remained in the area of right hinge. There was damage at front of engine but from exposure as heat spread before the hood melted. The radiator did not have any aluminum melt but the plastic top cover over it was consumed. The top of battery, located at left front, had extensive melting, the cables were examined and eliminated as point of origin. The right side of engine had damage but was minor when compared to the left side, the most damage was at cowl. The alternator was examined and eliminated as the fire cause, the upper radiator hose had some burning and was laying across top of alternator. The heater-A/C fan housing had burned at cowl and fell from the cowl which allowed fire to enter rear of glove box. There were remains of melted hood aluminum found over the engine and lower parts at frame, the aluminum melted as the fire progressed and pieces dropped.

The most severe damaged area was the rear half of engine compartment on left side and the most damage was in the area of the brake booster tank but the lowest area of damage was to the frame in front of booster tank. The electrical wiring in this area was examined for arcing and shorting but none was found so electrical was eliminated as the fire cause. The area of low burn at the frame had metal fuel lines clamped to frame, the flexible hoses were missing. The return hose was consumed and a power steering hose also consumed.

The vehicle was raised to examine the underside, the most damage was in the area of the left wheel but the



fire had come from above. The fuel lines came from tank up the left frame to the engine compartment, the fuel filter was located at frame under drivers door and was undamaged, as was the fuel lines. There were flexible connections on each side of filter then metal lines went to engine left rear side. The return hose was consumed but remains of the supply hose was laying in debris near the shock stud. The supply hose is a non-combustible material except for the outer cover. The debris was separated and the hose end was found against frame. The supply hose in under constant pressure of 35 to 55 PSI while the return is approximately 15 to 20 PSI. The hoses are manufactured with metal ends that connect to the metal fuel lines at frame with quick disconnect connections in center and connections at fuel injector lines.

#### 2.4 Discovery of Fire

[REDACTED] had been to Caleria, returned home, he stopped at his fish pond which had the driveway to house across top and was feeding the fish when he noticed smoke on the left side in the vicinity of left front wheel. He stated that he had left the engine running.

#### 2.5 Fire Department Called

It is unknown to this investigator if a fire department was called, Mr. Broadhead stated that he and another person extinguished the fire by using buckets of water from pond.

#### 2.6 Evidence Removed

There were no items removed from the vehicle by this investigator.

### III. CONCLUSION

#### 3.1 Origin and Cause

The area of origin was the engine compartment, the area of most damage was along the left side but more extensive damage from fuel line location to under the brake booster tank. The engine running would have the fan operating which would blow fire to the rear along left side then across cowl to right side. The heat would be building then the hood which was aluminum melted since it had a low melting point, 1220 degrees Fahrenheit. The area of low burning was at frame where fuel lines are attached, then there are flexible hoses to engine.

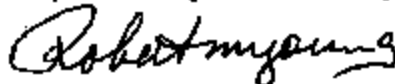
The electrical wiring in the damaged area was examined closely for arcing or shorting but none was found so electrical was eliminated as cause. [REDACTED] stated that he saw smoke at left wheel well then fire at rear of tire. He raised hood and fire was low on drivers side then he saw fire began dropping under vehicle. He stated engine was running and was unable to shut it off. He stated that he had driven the pickup to Caleria, the vehicle drove fine and he did not notice anything unusual, it drove as it had in the past. The vehicle belonged to [REDACTED] son who was in service overseas so [REDACTED] would drive it on occasions.

The fire was a fuel related fire, the supply hose failed at the metal connector, the connector is part of flexible hose and connects to the metal line from filter. The hoses have to be crimped in some manner during manufacture so it they are not properly crimped or connected then the constant pressure will cause them to separate. A new unsold 1999 Ranger was examined, VIN 1FTYR14X0X [REDACTED] was examined at Jim Skinner Ford, Birmingham, both fuel supply and return hoses were much longer than hose on the burned Ranger. The fuel supply hose separated, the vapors were ignited by one of many sources of ignition in the area.

### 3.2 Comments

All the assigned tasks pertaining to this fire have been completed. This case is closed unless after you review this report there is a need for further investigation. If there are questions, please call.

Respectfully submitted,



Robert M. Young, CFI

Date of Report: 11-22-99

Case Number: 99-10-08

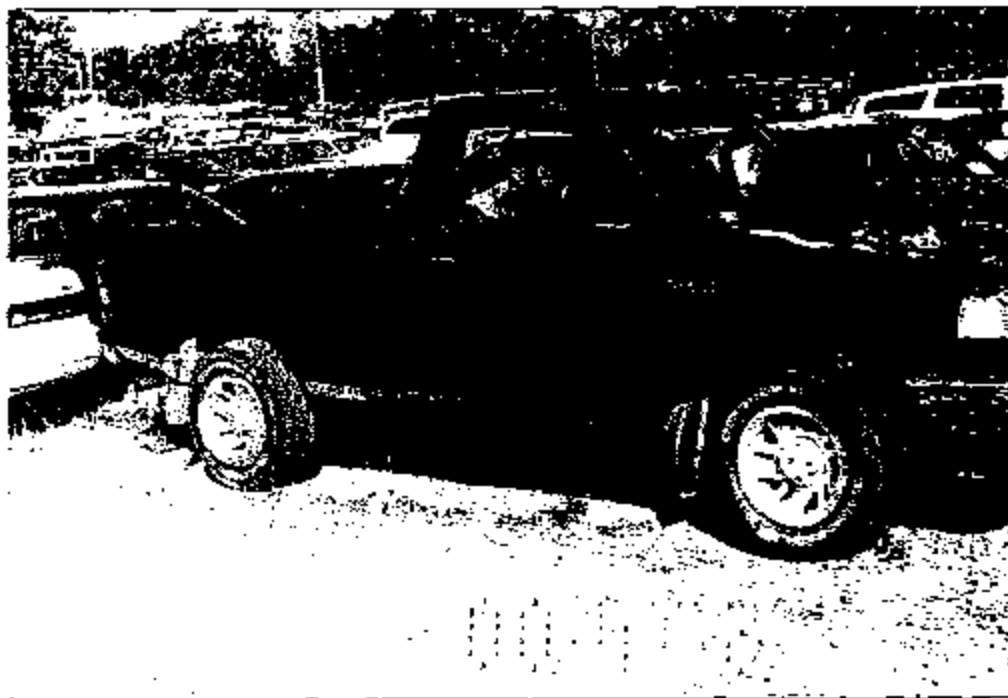
00472

3.3 Photographs



1

The exterior and damages, Photo's 1-6.



2

McDonald



3

The rear glass shattered during fire.



4



5

The most damage was left side of engine, fender, wheel well and tire.



6



7

The interior damage, Photo's 7-11.



8



9



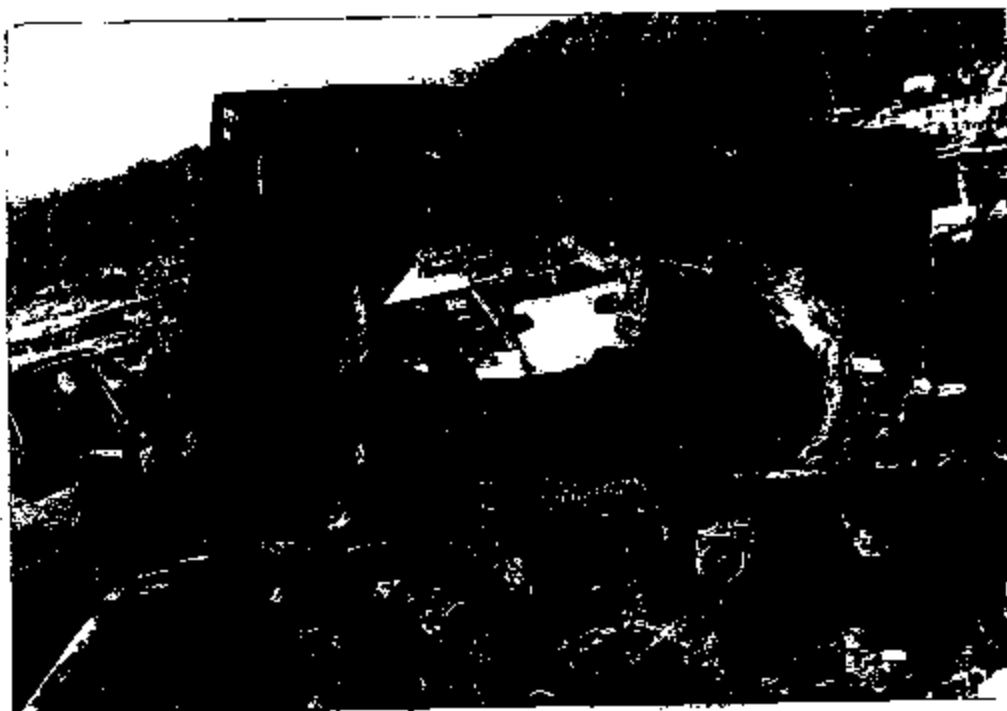
10

2 2 1 1  
2 2 2 2  
2 2 2 2  
2 2 2 2



11

Damage to hood and engine compartment, Photo's 12-34.



12

10-12





13

Aluminum hood melted, most damage rear left side.



14



15

Hood melted in front of rain  
trough, broke windshield, entered  
passenger compartment and damaged  
top of cab as flames went up.



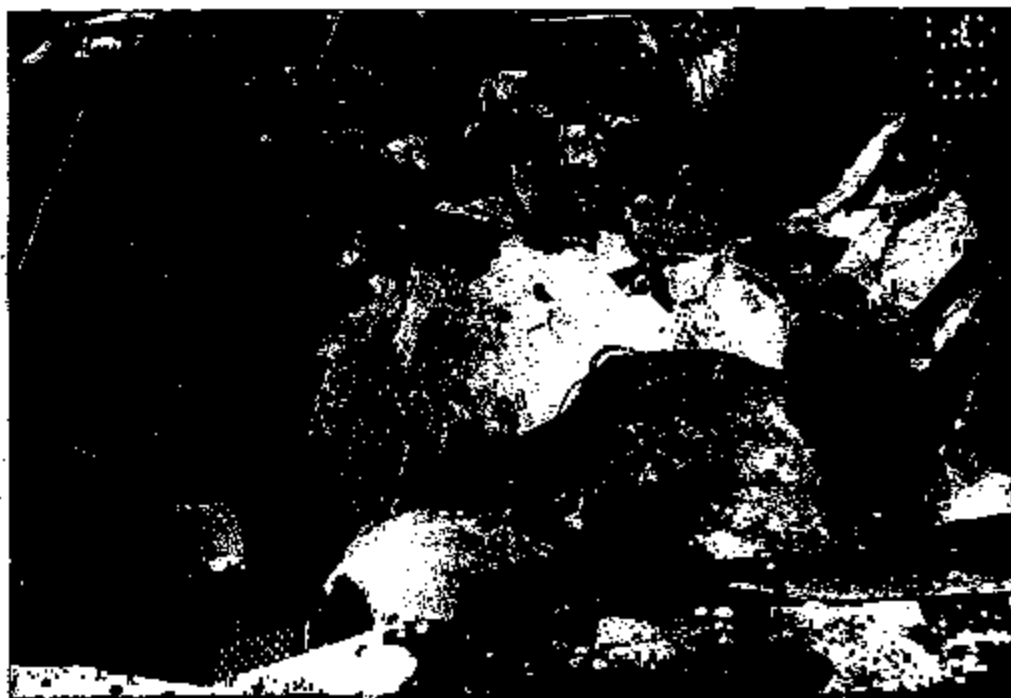
16

Front of engine and radiator  
had minor damage when compared  
to rear & left side.



17

Battery & cables damaged as fire spread. Right side of engine had less damage than left.



18



19

Melted aluminum on top of engine, alternator was not involved in fire cause. Hottest fire left side.



20



21

Rust points to most intense fire area. Electrical power box and connections, cables not fire cause.

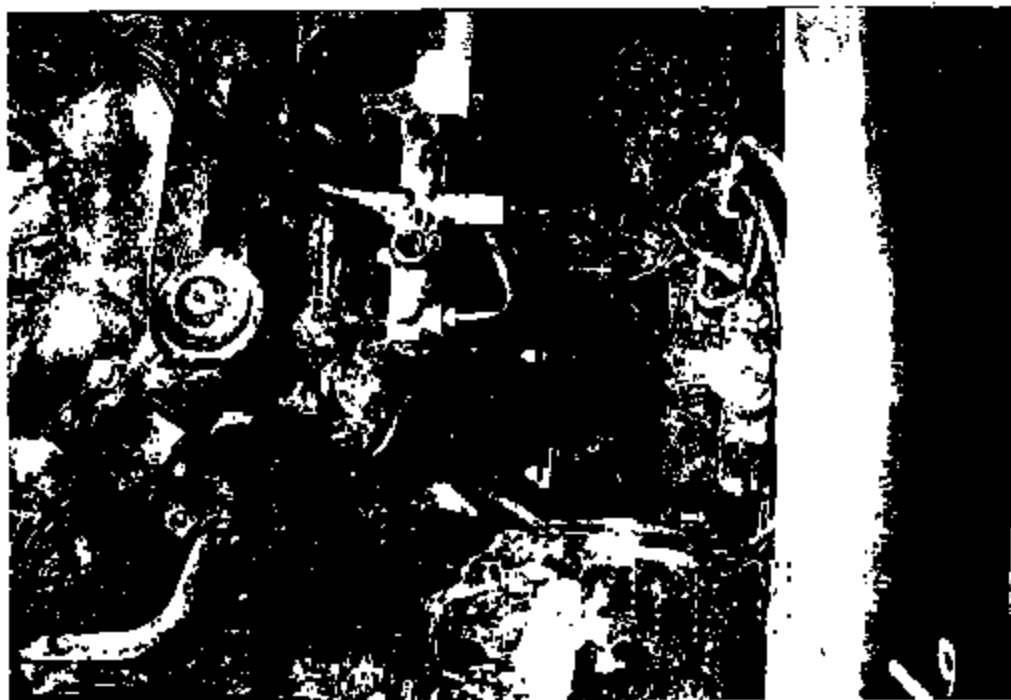


22



23

Pieces of hood dropped to frame. Lowest damage was in area of shock stud, arrow (1).



24



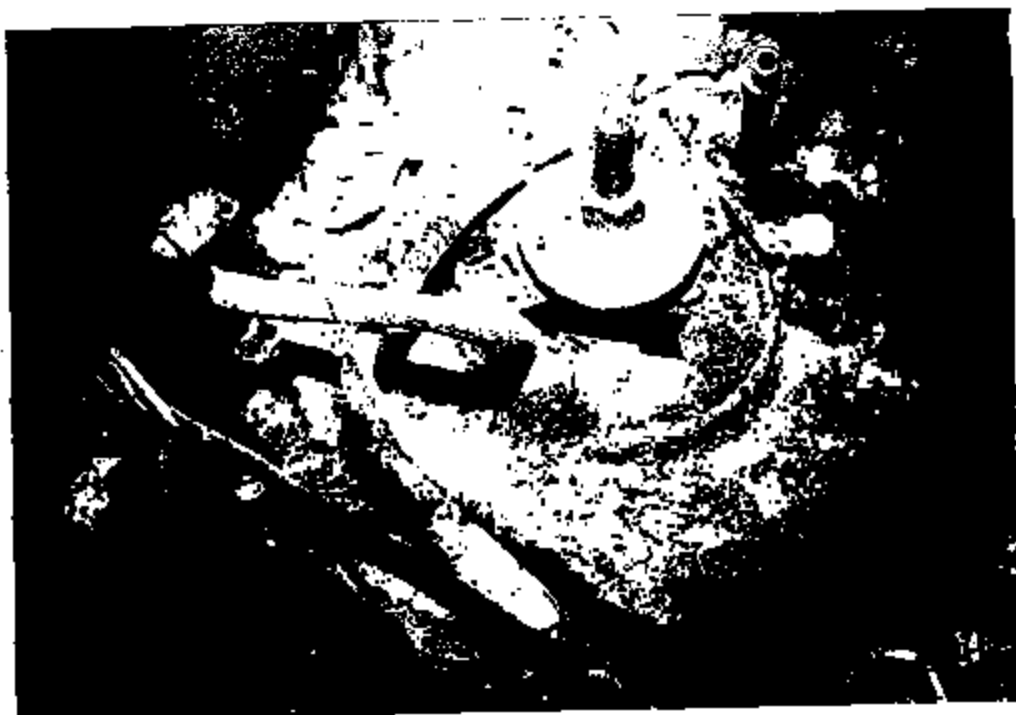
25

The low damage was where fuel supply & return hoses connect to metal lines, Photo's 25-28. Supply (1), return (2).



26



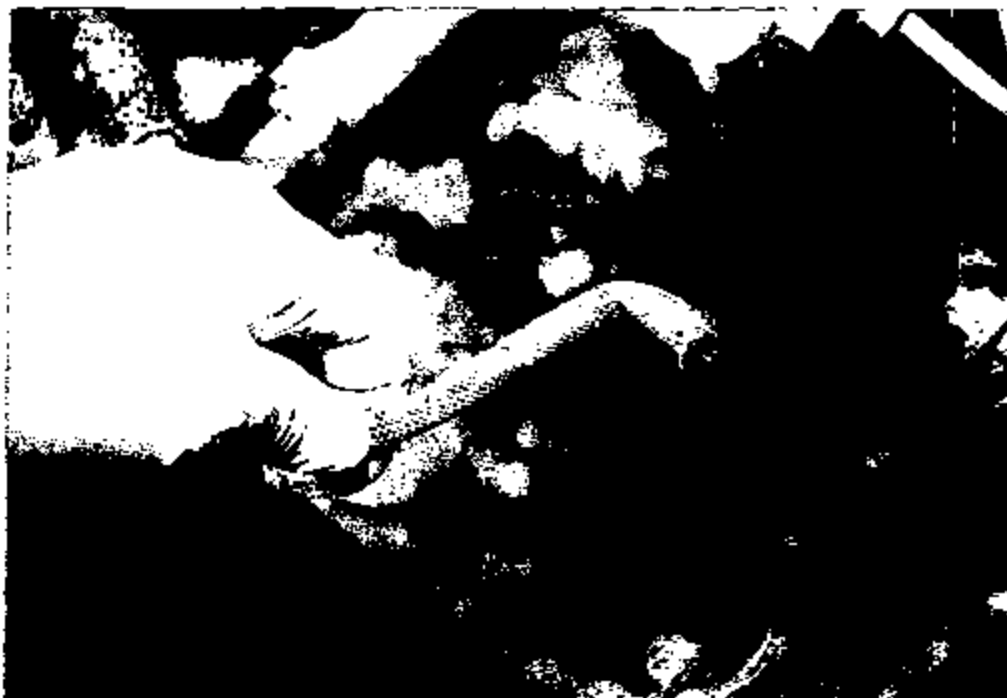


27

Supply hose was found against frame under melted aluminum, arrows. This places hose falling to frame before hood melted.



28



29

It is unknown if kink formed before or after fire,  
Photo's 30-31.



30

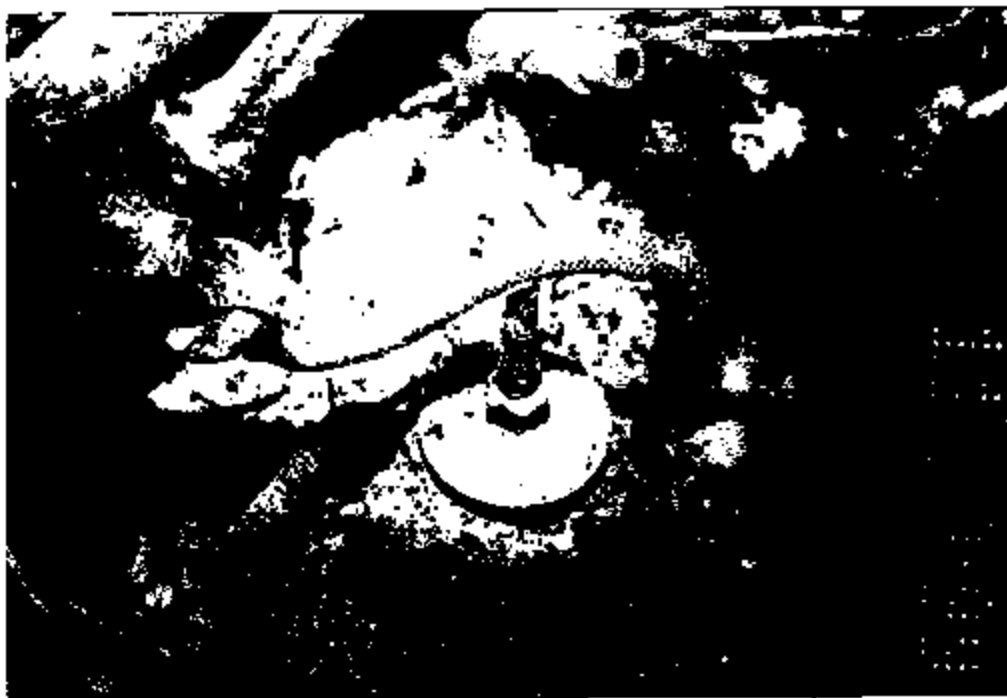


31

NOTE frayed end of supply hose. If this was length  
it was much shorter than hose on a new/unsold '99  
Ranger, Photo's 32-34.



32



33

The hose as found was very short which may have caused  
to connection to separate.



34

00-41-2

00-41



35

Only fire damage was at left front wheel area,  
the underside, Photo's 35-40.

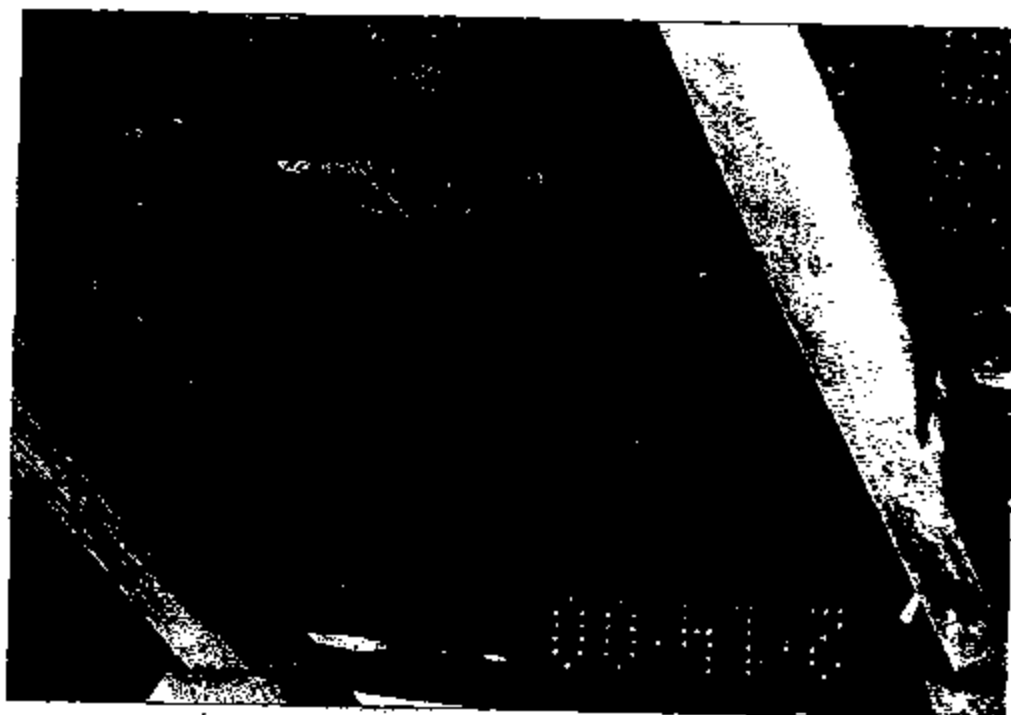


36



37

Fuel filter (1), supply lines (2), return (3).



38



39

Damage at left wheel, fuel line connection location.



40



# DOAN & CO

Auto and Property Appraising  
PO BOX 233 WOODSTOCK, AL. (205)838-3087

INSURANCE CO. *Metropolitan*

CLAIM NUMBER

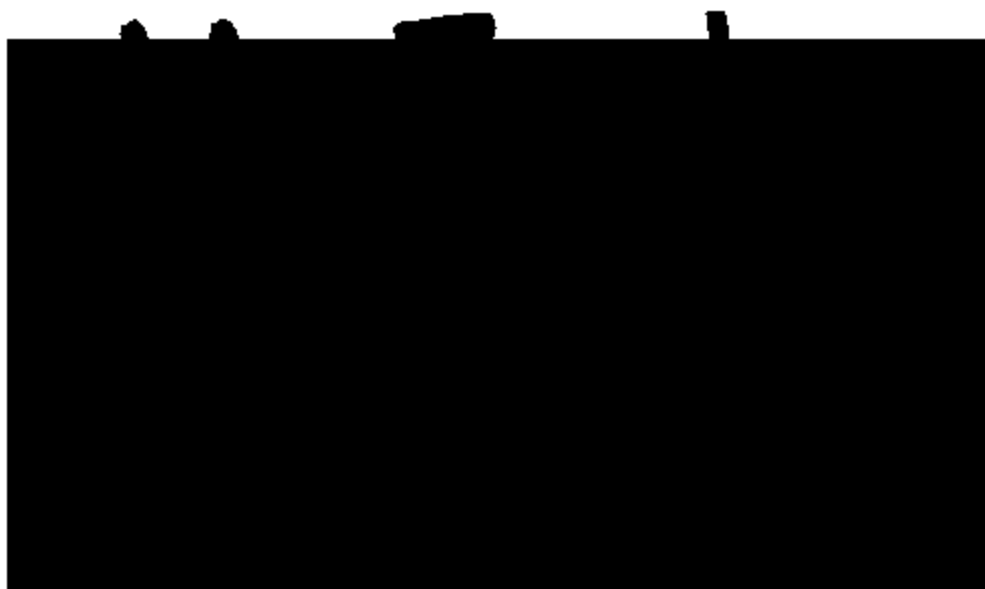
INSURED

CLAIMMENT

LOSS DATE *7-1-99*

APPRAISER *R. Canale*





PLAINTIFF: [REDACTED] (Our File #375-0155)

VS

DEFENDANT: Ford Motor Company

2004A 11056-7

COMPLAINT FOR TORT OF NEGLIGENCE (PRODUCT LIABILITY)

STATEMENT OF FACTS

[REDACTED] (Our File #375-0155) (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 1999 Ford Ranger Pickup Truck, V.I.N.: 1FTYR14X7X [REDACTED] (hereinafter "said product") prior to May 22, 2002.

3. Said product was purchased in the stream of interstate commerce prior to May 22, 2002 by [REDACTED] (hereinafter "Plaintiff's Insured").

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

5. On or about May 22, 2002, said product caught fire and was damaged due to a malfunction in the engine compartment (hereinafter "defective part").

6. As a result of the casualty described in the previous paragraph, property owned by Plaintiff was damaged in the amount of \$13,118.75 (salvage is undetermined).

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

8. 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.

9. As a result, Defendant is liable as tortfeasor in the amount of \$13,118.75 (salvage is undetermined) for damages caused by the

10. Plaintiff is subrogated to all rights and interest in claim against Defendant as a result of making payments to Plaintiff's Insured under a policy of insurance.

11. Plaintiff has served Defendant a copy of: (a) Plaintiff's First For Admissions To Defendant; (b) Plaintiff's First Interrogatories to Defendant; and, (c) Plaintiff's First Request For Production of Documents To Defendant with the summons and complaint pursuant to O.C.G.A. 9-11-4(a)-(g).

12. Plaintiff has served Defendant a copy of: (a) Notice of Plaintiff's Desire To Settle This Litigation; (b) Notice of Plaintiff's Intention To Seek Attorney's Fees In The Event of A Default By Defendant; (c) Notice of Plaintiff's Intention To Seek Interest; (d) Notice of Service of Discovery Materials; and, (e) Notice of Conditional Stipulation For Extension of Time For Defendant with summons and complaint pursuant to O.C.G.A. 9-11-4(a)-(g).

**COUNT A: TORT OF NEGLIGENCE DESIGNING; NEGLIGENCE TESTING;  
NEGLIGENCE MANUFACTURING; NEGLIGENCE ASSEMBLY; NEGLIGENCE INSPECTION;  
NEGLIGENCE MARKETING; AND, NEGLIGENCE DISTRIBUTION**

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

14. Plaintiff shows that said defective part in said product, which was designed, manufactured, distributed and sold by Defendant was in a defective condition at the time of the first distribution and sale for use. Plaintiff shows that the defective condition existing in said product included, but was not limited to:

a. A defective design of the defective part installed in said product.

b. The failure to warn and to continue to warn users, purchasers and registered owners of such products, by letter, recall notice, or other reasonable means, of the dangerous characteristics and properties of the defective part Defendant had a duty to exercise reasonable care to design, test, manufacture, assemble, inspect, market, and distribute safe products, so as to not subject purchasers or users or innocent third parties to an unreasonable risk of harm.

15. Defendant breached its duty to exercise reasonable care with respect to said product and defective part.

16. Defendant was negligent and acted in a willful and wanton manner in designing, testing, and/or manufacturing, inspecting, marketing, distributing and selling the installed defective part in such a manner and in such condition as to make said product inherently dangerous and defective.

17. Defendant's defective product failed as a result of the negligence of Defendant described in this Count so that Defendant's negligence was the proximate cause of the incident and resulting damages described above in the **STATEMENT OF FACTS** section of

Plaintiff's complaint; and, said incident and said damages was reasonable perceivable by Defendant at all times relative to Plaintiff's complaint.

**COUNT B: STRICT LIABILITY OF DEFENDANT**

18. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 17 as if fully set forth herein.

19. Defendant is strictly liable in tort to Plaintiff for the losses suffered by Plaintiff because the defective part installed in said product was defective when distributed and sold by Defendant, was not merchantable and was not reasonably suited to the use intended, said defective condition having existed at the time of sale. Specifically, Plaintiff shows that the defects existing in the defective part installed in said product include, but are not limited to, defects in design and engineering of the defective part installed in said product, defects which were unreasonably dangerous and pose an unreasonable risk of serious injury or death to the users of said product due to malfunctions of said product resulting from defective design and manufacture of the defective part.

20. Plaintiff further shows that Defendant failed to utilize economical and technically available safety design alternatives insofar as the design of the defective product is concerned.

21. Defendant's defective product failed as a result of the negligence of Defendant described in this Count so that Defendant's negligence was the proximate cause of the incident and resulting damages described above in the **STATEMENT OF FACTS** section of Plaintiff's complaint; and, said incident and said damages was reasonable perceivable by Defendant at all times relative to Plaintiff's complaint.

**COUNT C: BREACH OF EXPRESS AND IMPLIED WARRANTIES BY DEFENDANT**

22. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 21 as if set forth verbatim herein.


23. The defective part installed in said product was not merchantable, nor was it reasonably suited for the use intended, and as such, Defendant breached the express and implied warranties of fitness for a particular purpose and of merchantability in that the defective part in said product posed an unreasonable risk of serious injury and death to its users due to the defective design of the defective part which allowed for the malfunction of said product.

24. Defendant's defective product failed as a result of the negligence of Defendant described in this Count so that Defendant's negligence was the proximate cause of the incident and resulting damages described above in the **STATEMENT OF FACTS** section of Plaintiff's complaint; and, said incident and said damages was reasonable perceivable by Defendant at all times relative to Plaintiff's complaint.

## II. PRAYER FOR RELIEF AND DAMAGES

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$13,118.75 (salvage is undetermined), plus 3% pre-judgment interest, one-third attorney fees in the event of default, costs and 3% post-judgment interest; and that a writ of fieri facias issue commanding all Sheriffs within the State of Georgia and their lawful deputies to execute said writ by levy and seizure of Defendant's goods and lands.

December 23, 2004

  
\_\_\_\_\_  
Ronald W. Parnell  
Attorney for Plaintiff  
State Bar Number 564450

Our File #375-0155  
Post Office Drawer 81085  
Conyers, Georgia 30013  
(770) 929-8585 Answer Service

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

PLAINTIFF: [REDACTED]

(OUR FILE #375-0155)

VS

2004A

DEFENDANT: FORD MOTOR COMPANY

**PLAINTIFF'S NOTICES TO DEFENDANT**

**I. NOTICE OF PLAINTIFF'S DESIRE TO SETTLE THIS LITIGATION**

IN THE EVENT DEFENDANT DESIRES TO SETTLE PLAINTIFF'S CLAIM BUT IS UNABLE TO PAY THE TOTAL AMOUNT CLAIMED BY PLAINTIFF WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE, THEN PLAINTIFF WOULD BE WILLING TO ACCEPT REASONABLE INSTALLMENT PAYMENTS UPON RECEIPT OF A WRITTEN OFFER OF SETTLEMENT FROM DEFENDANT.

**II. NOTICE OF PLAINTIFF'S INTENTION TO SEEK ATTORNEY'S FEES IN THE EVENT OF DEFAULT BY DEFENDANT**

IN THE EVENT A WRITTEN SETTLEMENT AGREEMENT IS NOT CONCLUDED WITHIN 30 DAYS OF SERVICE OF SUMMONS AND COMPLAINT UPON EACH DEFENDANT AND IN THE EVENT OF A DEFAULT BY DEFENDANT PLAINTIFF INTENDS TO SEEK ONE-THIRD ATTORNEY'S FEES PURSUANT TO O.C.G.A. L3-6-11 ON THE GROUNDS THAT DEFENDANT HAS BEEN STUBBORNLY LITIGIOUS AND HAS CAUSED PLAINTIFF UNNECESSARY TROUBLE AND EXPENSE AS A MATTER OF LAW BY FORCING PLAINTIFF TO RESORT TO THE COURTS WHEN NO BONA FIDE CONTROVERSY EXISTED.

**III. NOTICE OF PLAINTIFF'S INTENTION TO SEEK INTEREST**

IN THE EVENT A WRITTEN SETTLEMENT AGREEMENT IS NOT CONCLUDED WITHIN 30 DAYS OF SERVICE OF SUMMONS AND COMPLAINT UPON EACH DEFENDANT, THIS PARAGRAPH CONSTITUTES WRITTEN NOTICE PURSUANT TO O.C.G.A. 5L-L2-14 THAT IF EACH DEFENDANT FAILS TO PAY THE CLAIMED SUM WITHIN THIRTY (30) DAYS FROM RECEIPT OF THIS NOTICE, THEN PLAINTIFF SHALL BE ENTITLED TO RECEIVE INTEREST ON THE CLAIMED SUM (IF THE JUDGMENT IS FOR AN AMOUNT NOT LESS THAN THE CLAIMED SUM) AT THE RATE OF 12 PERCENT PER ANNUM FROM THE THIRTIETH (30) DAY FOLLOWING THE DATE OF EACH DEFENDANT'S RECEIPT OF THIS WRITTEN NOTICE UNTIL THE DATE OF JUDGMENT. (IN THE EVENT PLAINTIFF'S DAMAGES ARE LIQUIDATED, THE LEGAL RATE OF INTEREST SHALL BE 7 PERCENT PER ANNUM SIMPLE INTEREST WHERE THE RATE PERCENT IS NOT ESTABLISHED BY WRITTEN CONTRACT PURSUANT TO O.C.G.A. 7-4-2.)

**IV. CONDITIONAL STIPULATION FOR EXTENSION OF TIME FOR DEFENDANT**

IN THE EVENT A WRITTEN SETTLEMENT AGREEMENT IS NOT CONCLUDED WITHIN 30 DAYS OF SERVICE OF SUMMONS AND COMPLAINT UPON DEFENDANT, THEN DEFENDANT MUST OBEY THE SUMMONS WHICH REQUIRES DEFENDANT TO FILE WITH THE CLERK OF SAID COURT AND TO SERVE A COPY ON THE PLAINTIFF'S ATTORNEY AN ANSWER TO THE COMPLAINT WHICH WAS SERVED ON DEFENDANT WITHIN (30) DAYS AFTER SERVICE ON DEFENDANT, EXCLUSIVE OF THE DAY OF SERVICE. IF YOU FAIL TO DO SO JUDGMENT BY DEFAULT WILL BE TAKEN

ACTION. HOWEVER, PLAINTIFF AGREES TO EXTEND THE TIME FOR DEFENDANT TO FULLY ANSWER, OBJECT MOVE OR OTHERWISE RESPOND TO PLAINTIFF'S COMPLAINT IN WRITING FOR AN ADDITIONAL FIFTEEN (15) DAYS SUBJECT TO THE SPECIFIC CONDITION THAT DEFENDANT MUST FULLY ANSWER, OBJECT, MOVE OR OTHERWISE RESPOND TO PLAINTIFF'S COMPLAINT INTERROGATORIES, REQUEST TO PRODUCE AND REQUEST TO ADMIT IN WRITING BEFORE FILING ANY MOTION OR ANY DISCOVERY OR ANY OTHER DOCUMENT REQUIRING A RESPONSE BY PLAINTIFF.

**V. NOTICE OF SERVICE OF DISCOVERY MATERIALS**

IN THE EVENT A WRITTEN SETTLEMENT AGREEMENT IS NOT CONCLUDED WITHIN 30 DAYS OF SERVICE OF SUMMONS AND COMPLAINT UPON DEFENDANT, PLAINTIFF HAS SERVED DEFENDANT WITH COPIES OF THE LISTED DISCOVERY MATERIAL WITH THE SUMMONS AND COMPLAINT PURSUANT TO O.C.G.A. 9-11-4 (A)-(G): (1) FIRST INTERROGATORIES TO DEFENDANT (2) FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT (3) FIRST REQUEST FOR ADMISSIONS TO DEFENDANT. DEFENDANT MUST FULLY ANSWER, OBJECT, MOVE OR OTHERWISE RESPOND TO PLAINTIFF'S DISCOVERY MATERIAL IN WRITING WITHIN 45 DAYS AFTER SERVICE ON DEFENDANT EXCLUSIVE OF THE DAY OF SERVICE.

**CERTIFICATE OF SERVICE**

PLAINTIFF'S ATTORNEY CERTIFIES THAT THIS DOCUMENT WAS SERVED UPON DEFENDANT WITH THE SUMMONS AND COMPLAINT IN THIS CASE PURSUANT TO O.C.G.A. 9-11-4 (A)-(G).

DECEMBER 23, 2004

RONALD W. PARNELL,  
ATTORNEY FOR PLAINTIFF,  
STATE BAR # 564450  
POST OFFICE DRAWER 81085  
CONYERS, GA 30013  
(770) 929-8585  
375-0155.C



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

PLAINTIFF: [REDACTED]

(OUR FILE #375-0155)

VS

DEFENDANT: FORD MOTOR COMPANY

2004A

**FIRST REQUEST FOR ADMISSIONS TO DEFENDANT (O.C.G.A. 9-11-36):**

1. THE PARTIES NAMED IN PLAINTIFF'S COMPLAINT ARE THE REAL PARTIES AT INTEREST IN THIS CAUSE OF ACTION.

2. DEFENDANT HAS ADMITTED TO OTHERS THAT DEFENDANT DID, IN FACT, CAUSE PLAINTIFF TO BE DAMAGED IN THE MANNER ALLEGED IN PLAINTIFF'S COMPLAINT.

3. DEFENDANT IS NOT AWARE OF THE EXISTENCE, DESCRIPTION, CUSTODY, CONDITION OR LOCATION OF ANY BOOKS, PHOTOGRAPHS, DOCUMENTS OR OTHER TANGIBLE THINGS TENDING TO DISPUTE THE ALLEGATIONS CONTAINED IN PLAINTIFF'S COMPLAINT.

4. DEFENDANT IS NOT AWARE OF THE IDENTITY OR LOCATION OF ANY PERSON HAVING KNOWLEDGE OF ANY MATTER TENDING TO DISPUTE THE ALLEGATIONS CONTAINED IN PLAINTIFF'S COMPLAINT.

5. DEFENDANT CAN OFFER NO PERSONAL TESTIMONY OR WITNESS TESTIMONY OR ANY DOCUMENT TO DISPUTE THE AMOUNT OF DAMAGES CLAIMED IN PLAINTIFF'S COMPLAINT.

6. DEFENDANT STIPULATES THAT THE AMOUNT OF DAMAGES CLAIMED IN PLAINTIFF'S COMPLAINT IS CORRECT BECAUSE SAID AMOUNT IS REASONABLE, IS NOT EXCESSIVE AND IS BASED ON THE PROPER MEASURE OF DAMAGES.

7. DEFENDANT DESIRES TO CONFESS JUDGMENT FOR THE AMOUNT OF DAMAGES CLAIMED IN PLAINTIFF'S COMPLAINT AND ENTER INTO A REASONABLE PAYMENT PLAN THROUGH PLAINTIFF'S ATTORNEY.

8. DEFENDANT DID NOT HAVE AND DOES NOT HAVE ANY INSURANCE TO COVER ANY PART OF PLAINTIFF'S CLAIM AGAINST DEFENDANT.

9. DEFENDANT'S COUNSEL WAS RETAINED PERSONALLY BY DEFENDANT.

10. DEFENDANT'S COUNSEL WAS NOT RETAINED ON BEHALF OF DEFENDANT BY ANY INSURANCE COMPANY OR SELF INSURER.

11. THIS CASE IS NOT SUBJECT TO ANY INTER-COMPANY ARBITRATION AGREEMENT.

12. DEFENDANT RECEIVED A COPY OF: (A) PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO DEFENDANT; (B) PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANT; AND, (C) PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT WITH THE SUMMONS AND COMPLAINT.

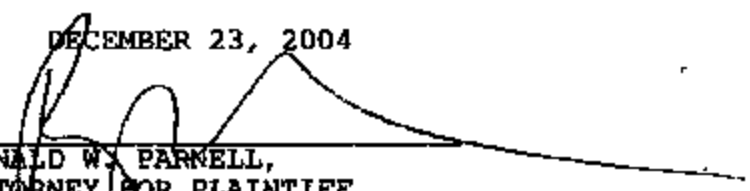
13. DEFENDANT RECEIVED A COPY OF: (A) NOTICE OF PLAINTIFF'S

TO SEEK ATTORNEY'S FEES IN THE EVENT OF A DEFAULT BY DEFENDANT; (C) NOTICE OF PLAINTIFF'S INTENTION TO SEEK INTEREST; (D) NOTICE OF SERVICE OF DISCOVERY MATERIALS; AND, (E) NOTICE OF CONDITIONAL STIPULATION FOR EXTENSION OF TIME FOR DEFENDANT WITH SUMMONS AND COMPLAINT.

**CERTIFICATE OF SERVICE**

PLAINTIFF'S ATTORNEY CERTIFIES THAT THIS DOCUMENT WAS SERVED UPON DEFENDANT WITH THE SUMMONS AND COMPLAINT IN THIS CASE PURSUANT TO O.C.G.A. 9-11-4 (A)-(G).

DECEMBER 23, 2004

  
RONALD W. PARNELL,  
ATTORNEY FOR PLAINTIFF  
STATE BAR # 564450  
POST OFFICE DRAWER 81085  
CONYERS, GA 30013  
(770) 929-8585  
375-0155.C



**Unified**

**Investigations & Sciences, Inc.**

1555 Oakbrook Drive, Suite 135  
Norcross, Georgia 30093  
770-246-0026  
Fax 770-246-9438

**PRIVILEGED AND CONFIDENTIAL**

June 7, 2002

**Report – One and Final**

**PREPARED FOR:** Grange Insurance Company  
Post Office Box 8049  
Warner Robins, Georgia 31095

**ATTENTION:** Jim Leamon

**INSURED:** [REDACTED]

**DATE OF LOSS:** May 22, 2002

**LOSS LOCATION:** North Augusta, Georgia

**POLICY NUMBER:** [REDACTED]

**CLAIM NUMBER:** Unavailable [REDACTED]

**UIS FILE NUMBER:** GA01-03343

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THIS REPORT FURNISHED AS PRIVILEGED AND CONFIDENTIAL TO ADDRESSEE, RELEASE TO ANY OTHER COMPANY,  
CONCERN OR INDIVIDUAL IS THE SOLE RESPONSIBILITY OF ADDRESSEE.

JUN 14 2002

ER05-005-LC-8289

### ASSIGNMENT

The assignment was received on May 29, 2002. Instructions were to conduct a vehicle scene examination to determine subrogation potential to a fire that damaged a 1999 Ford Ranger pickup.

### DETERMINATION OF ORIGIN AND CAUSE

The fire originated in the engine compartment just in front of the firewall on the passenger's side. The fire compromised components in this area to the extent that they were unidentifiable. Heavy oxidization to the metal components of the firewall was noted within this area. Oxidization from the heat of the fire extended outward from this location to the valve cover on the engine. The fire also compromised the hood of the vehicle with melting noted within the area of fire origin. The hood remained intact on the driver's side of the vehicle.

The cause of this fire is undetermined and there was no evidence during the investigation to indicate that the fire was intentionally caused.

Information and factors available to establish origin:

1. Vehicle examination
2. Burn patterns noted on the firewall in the passenger's side of the engine compartment
3. Fire origin confined to the engine compartment
4. Examination of the remaining engine components, including belts and hoses
5. Insured's statement
6. Photographs

### VEHICLE EXAMINATION

The vehicle was examined at Sadiaco, 1129 Atomic Road, North Augusta, South Carolina. Aside from me, no one was present during the vehicle examination. The vehicle was identified using the vehicle identification number found on the Federal Safety Standards decal located on the driver's door.

**Insured:** [REDACTED]  
**UIS File No.:** GA01-03343

From the exterior of the vehicle, there is significant fire damage noted to the engine compartment. Both front fenders show fire damage and the two front tires were compromised by the heat of the fire. The fire significantly damaged the windshield that was broken as a result of the fire. Elsewhere about the exterior of the vehicle there was limited damage and it was otherwise in good condition. The remaining windows were smoked in various degrees as a result of the fire.

The vehicle was in transit at the time the fire occurred. The passenger compartment sustained moderate fire damage that extended from the engine compartment through openings in the firewall. There is moderate fire and smoke damage throughout the passenger compartment. The odometer was not readable due to the degree of fire damage in the dashboard area. No personal items were noted within the vehicle during the vehicle.

According to the insured, the windshield wipers would turn on/off independently without the use of the switch; however, there was no noticeable damage to the switch or the wiper motor to show this may have caused the fire.

The cargo compartment bed was examined and several components of the engine compartment were found within this area that had melted or were heavily damaged by the fire.

The fire heavily damaged the engine compartment with the fire origin being to the rear portion of the engine against the firewall on the passenger's side of the vehicle. Fire spread from this location being fueled by numerous plastic and rubber products within this area of the compartment. The electrical system of the vehicle showed no evidence of aftermarket products being directly wired to the battery. The fuse block contacts were solid and there was no evidence of resistance heat. Within this area heavy oxidization was noted to the firewall, as well as to a valve cover within the area. The intensity of the fire within this area compromised all factory-manufactured parts to the point they were no longer present.

Evidence of the breather/air filter was noted in the front right portion of the vehicle in front of the passenger's area. The ductwork and connections were compromised by the fire, along with belts and hoses. The hoses and belts were present with moderate heat damage noted as the fire progressed to the area of the driver's side of the vehicle. Extreme heat compromised the radiator causing melting to the area in front of the passenger's side. Portions of the radiator remained on the driver's side of the vehicle.

The hood of the vehicle exhibited extreme heat directly in front of the passenger's area to the point where melting had occurred. Portions of the hood on the driver side remained intact.

There was no evidence found during the vehicle examination to indicate that the fire was intentionally set.

In summary, the fire origin is within the engine compartment. Specifically, the fire origin is on the rear side of the engine directly in front of the passenger area on the engine side of the firewall. The exact cause of this fire is undetermined. Factory installed components within the area of origin were compromised by heat and fire to the point where they were unable to be examined. There is no evidence to indicate the fire was intentionally set.

## INVESTIGATION

### *• Discovery*

The fire was reported by [REDACTED] the insured, who stated four to five days prior to the fire the windshield wipers on the vehicle would come on without use of the wipers switch. The dashboard gauge for the temperature of the vehicle indicated the vehicle was running hot and the needle was in the red portion of the gauge.

On the day of the fire, [REDACTED] advised that while driving to work the windshield wipers came on twice. When he finished work for the day he was approximately a half-mile from his home when smoke was observed. He thought a heater hose or fluid-carrying hose had burst and was causing steam. [REDACTED] stopped on the side of the road, pulled the hood latch within the passenger compartment and exited the vehicle where he saw fire under the hood with flames extending three to four feet. [REDACTED] grabbed his work radio and cell phone, dialed 911 and stood back away from the vehicle to wait for the fire department. [REDACTED] advised that no work had been done to the vehicle other than a recent oil change.

### *• Fire Department*

The Burke County Fire Department arrived on scene and reported a fully involved vehicle fire. The fire was extinguished quickly and with no notable difficulties. A copy of the fire report was obtained and is included as an exhibit to this investigative report.

## COMMENTS

A verbal report was made to Jim Leamon from the examination site. No additional instructions have been received and all assigned investigation has been completed.

Mr. Leamon advised that he would contact Ford Motor Company to advise them of the situation. I recommended that I be contacted and any further vehicle inspection be coordinated through me to insure the integrity of the evidence.

Our file will be removed from an active status, but can easily be reactivated should further investigation be requested. If you have questions or further instructions, please contact me at one of the numbers below.

Insured: [REDACTED]  
UIS File No.: GA01-03343

**EXHIBITS**

1. Vehicle Inspection Report
2. Burke County fire report
3. Fourteen (14) color photographs with explanation sheet

Douglas McClure  
Special Investigator  
704-922-3881

### Photograph Explanation Sheet

1. Exterior view of front of vehicle;
2. Exterior view of driver side showing fire damage to fender and engine compartment;
3. Exterior view of bed and passenger side of vehicle;
4. Exterior view of bed and driver side of vehicle;
5. View from roof of vehicle into the engine compartment showing heaviest fire damage in engine compartment on passenger side;
6. Front view of engine compartment showing heavy fire damage to area in front of passenger side near bulkhead;
7. View into cab from driver side window;
8. View into cab from passenger side window;
9. Close up view of area of fire origin, heavy oxidation near bulkhead;
10. View of same area showing fire damage to valve cover and alternator;
11. View of heater/AC fan motor located in interior floor area of passenger side of vehicle;
12. Close-up view of area of fire origin showing components consumed by fire;
13. View of area of fire origin with fan motor in floor;
14. Remaining fire debris located in bed of vehicle upon my arrival.



**ORIGINALS TO  
BE RETURNED Burke County EMA Fire Report**

ALARM DATE 05/23/02

ALARM NUMBER 0479

CALL RECEIVED 16:35

RELEASE ? Y

CALL DISPATCHED 16:35

RELEASED TO

ENROUTE 16:37

ON SCENE 16:38

CLEAR OF SCENE 17:27

Recorded by

AT STATION 17:31

OFFICER LT ROSS

DISPATCHER BROWN

IN SERVICE 17:27

ALARM TYPE VEHICLE

ALARM RECEIVED BY PHONE

CALLER'S NAME

CALLER PHONE NUMBER

LOCATION DISPATCHED TO SPRING BRANCH CHURCH RD

ZONE 2

TYPE STRUCTURE

TYPE CONSTRUCTION

POWER COMPANY

GAS COMPANY

RENTAL ?

MULTIPLE STORIES ?

TYPE EQUIPMENT PASSENGER PICKUP

MAKE FORD

MODEL RANGER XLT

YEAR 1998

VEH TAG # 577X25

STATE GA

VIN/SERIAL NO 1FTYR14G7

OWNER LAST NAME

OWNER FIRST NAME

OWNER MI #

OWNER DOB

OWNER SSN

OWNER ADDRESS

CITY WAYNESBORO

STATE GA

ZIP 30634

OWNER PHONE #

OCCUPANT LAST NAME

OCCUPANT FIRST NAME

OCC MI #

OCCUPANT DOB

OCCUPANT SSN

OCCUPANT ADDRESS

CITY

STATE

ZIP

OCCUPANT PHONE #

FIRE OUT ON ARRIVAL ? N

ESTIMATED LOSS EXTENSIVE

CONTENT'S LOSS EXTENSIVE

POSSIBLE POINT OF ORIGIN UNDETERMINED

CONFINED TO VEHICLE

CAUSE OF EXTINCTION UNDETERMINED

MATERIAL FIRST NOTED UNDETERMINED

INJURED/DEATH ? N

NUMBER INJURED/DEATHS 0

SMOKE DETECTOR INSTALLED ?

WEATHER CLEAR

WIND DIR, NE

WIND SPEED 16-12 MPH

INSURANCE COMPANY ORANGE COUNTRY

ADDRESS 20NEY CO/WAYNESBORO, GA

POLICY NUMBER

841-90620 053

(JL)

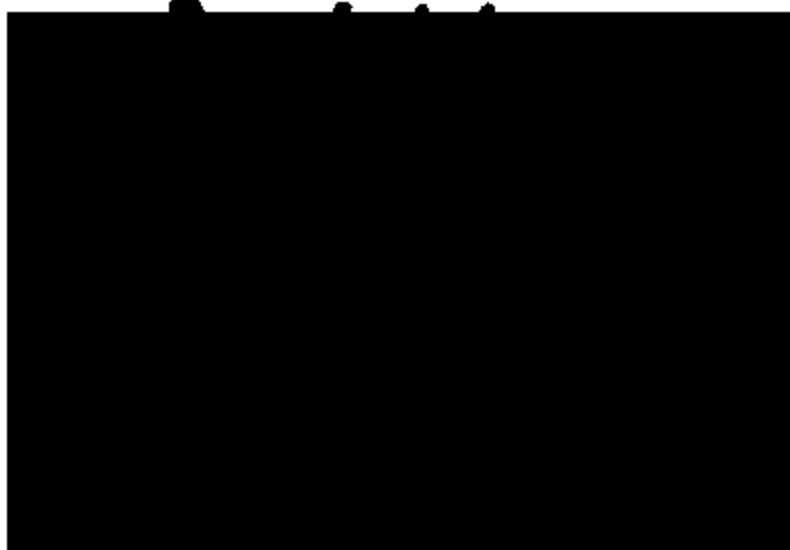




PR85-085-LC-8277



EROS-005-LC-5276



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK

Index No.:

**SUMMONS**

Plaintiff,

-against-

Plaintiff's Business: Progressive Insurance Co.  
Address: 207 East 94<sup>th</sup> Street - Room 404  
New York, NY 10128

FORD MOTOR COMPANY and EXPLORER VAN  
COMPANY,

Defendants.

The Basis of the Venue designated is  
The Plaintiff's Business Address

To the above named Defendant(s):

**YOU ARE HEREBY SUMMONED** to appear in the Civil Court of the City of New York County of New York at the office of the said court at 111 Centre Street, New York, New York in the County of New York, City and State of New York, within the time provided by law as noted below and to file your answer to the endorsed summons, with the Clerk: upon your failure to answer, judgment will be taken against you for the sum of \$2,683.01 with interest thereon from August 9, 1998, together with the costs of this action.

Dated: Farmingdale, New York  
July 1, 1999

CARMAN, CALLAHAN & INGHAM, LLP.

By: 

ANDREA CHA

Defendant(s) Address(es):

Ford Motor Company  
Parklane Towers West, Suite 400  
Three Parklane Boulevard  
Dearborn, Michigan 48126-2568

Explorer Van Company  
US 30 West, Fox Farm Road  
Warsaw, IN 46580

Attorneys for Plaintiff  
PROGRESSIVE INSURANCE COMPANY a/s/o  
EUNICE MILLER  
280 Main Street  
Farmingdale, New York 11735  
(516) 249-3450 - Tel.  
(516) 249-3782 - Fax

Served By  
Service

NOTE: The law provides that: (a) if this summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) if this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

**ENDORSED COMPLAINT**

*A statement of the nature and substance of the plaintiff's cause of action as follows:*

This action arises out of an automobile fire which occurred on August 9, 1998 as a result of the defendant's negligence, breach of warranty and/or defective product. The Defendant had a duty to manufacture a product which was reasonably safe and which would perform as intended. The Defendant breached its duty by manufacturing and/or designing an automobile, i.e. Plaintiff's subrogor's vehicle, which was unreasonably safe and which failed to perform as intended, resulting in a fire. The Plaintiff's subrogor's vehicle, a 1997 Ford Econoline sustained damage in the amount of \$2,683.01 as a result of said fire. The foregoing incident and damages were caused solely by Defendant's negligence and/or defective product. Progressive Insurance Company a/s/o Eunice Miller seeks to recover \$2,683.01 in property damage expenses it paid to its insured, Eunice Miller.

CARMAN, CALLAHAN & INGHAM, LLP.  
Attorneys for Plaintiff

ES-005-LC-6278

## COURT

COUNTY OF

Index No.

against

Plaintiff(s)

Defendant(s)

AFFIDAVIT OF  
SERVICE OF SUMMONS  
(AND COMPLAINT)

STATE OF NEW YORK, COUNTY OF

party herein, is over 18 years of age and resides at

That on

at

M., of

deponent served the within summons, and complaint on

SS: The undersigned, being duly sworn, deposes and says; deponent is not a

defendant therein named.

INDIVIDUAL

1. ☐

by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as said defendant therein.

CORPORATION

2. ☐

a corporation, by delivering thereat a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons and complaint and knew said individual to be thereof.

DECEASED OR PERSON

3. ☐

by delivering thereat a true copy of each to and discretion. Said premises is defendant's—actual place of business—dwelling place—usual place of abode—within the state.

AFFIXING TO CURTAIN, ETC.

4. ☐

by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling place—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion thereat, having called there

Served on  
Sonia  
Sonia of suitable age  
within the state.  
Actual place of business  
dwelling place  
usual place of abode  
within the state.  
Deponent was unable  
to find defendant or a  
person of suitable age  
and discretion thereat,  
having called there

D.D. B. 12  
N.Y. 12201

MAILING TO  
RECIPIENT  
BY FIRST CLASS MAIL5. ☐

Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a postpaid envelope properly addressed to defendant at defendant's last known residence, at and deposited

MAILING TO  
RECIPIENT  
BY FIRST CLASS MAIL6. ☐

said envelope in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.

Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a first class post paid envelope properly addressed to defendant at defendant's actual place of business, at

in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State. The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the defendant.

RECIPIENT'S  
SEX, RACE,  
ETC.7. ☐

<input type="checkbox"/> Male	<input type="checkbox"/> White Skin	<input type="checkbox"/> Black Hair	<input type="checkbox"/> White Hair	<input type="checkbox"/> 14-20 Yrs.	<input type="checkbox"/> Under 5'	<input type="checkbox"/> Under 100 Lbs.
<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Black Skin	<input type="checkbox"/> Brown Hair	<input type="checkbox"/> Balding	<input type="checkbox"/> 21-35 Yrs.	<input type="checkbox"/> 5'0"-5'3"	<input type="checkbox"/> 100-130 Lbs.
	<input type="checkbox"/> Yellow Skin	<input type="checkbox"/> Blonde Hair	<input type="checkbox"/> Mustache	<input type="checkbox"/> 36-50 Yrs.	<input type="checkbox"/> 5'4"-5'8"	<input type="checkbox"/> 131-160 Lbs.
	<input type="checkbox"/> Brown Skin	<input type="checkbox"/> Gray Hair	<input type="checkbox"/> Beard	<input type="checkbox"/> 51-65 Yrs.	<input type="checkbox"/> 5'9"-6'0"	<input type="checkbox"/> 161-200 Lbs.
	<input type="checkbox"/> Red Skin	<input type="checkbox"/> Red Hair	<input type="checkbox"/> Glasses	<input type="checkbox"/> Over 65 Yrs.	<input type="checkbox"/> Over 6'	<input type="checkbox"/> Over 200 Lbs.

Other identifying features:

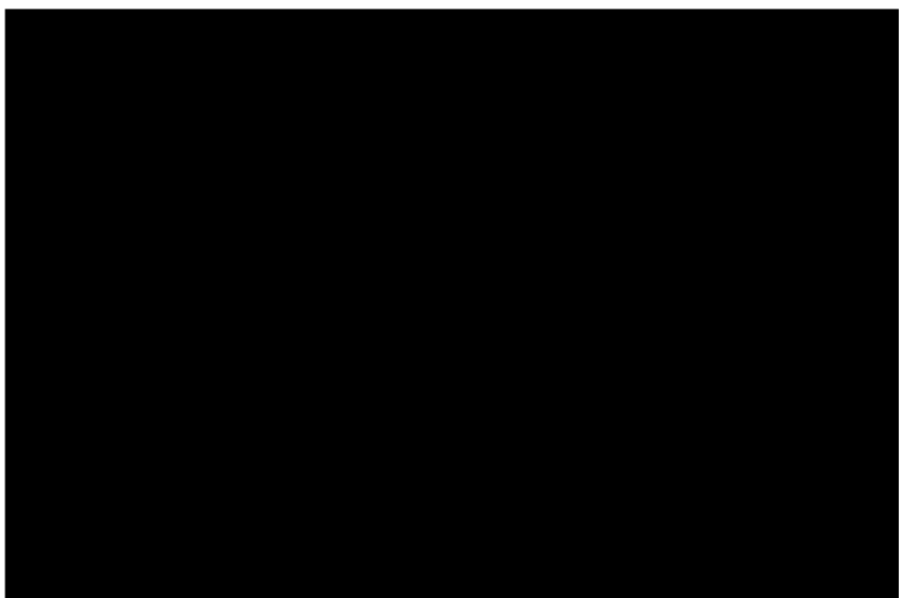
The words "CONSUMER CREDIT TRANSACTION" were prominently displayed at the top of the summons(es) and the additional legend was printed in not less than 12 point bold upper case type on the summons(es) pursuant to 22 NYCRR §208.6(d) and (f).

I asked the person spoken to whether recipient was in active military service of the United States or of the State of New York in capacity whatever and received a negative reply. Recipient wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on

PRINT NAME, SIGNATURE, DATE

License No.





BEGINNING OF CONTACT  
06/21/2005

VOICE OF THE CUSTOMER TRACKING SYSTEM

*New*  
JUN 21 2005  
08:00:04

REGION: 27 WASHINGTON	OGC ISSUE	CASE NBR: 1610011715
VIN: 1FTEF15N6TL	ZONE: A1	OPENED: 06/20/2005
	ENGINE: N	CLOSED: 06/20/2005
VEH TYPE: T		
LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: MR		MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: ALEXANDRIA	STATE: VA	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 1998	MODEL: F150 4X2 STYLE SIDE PICKUP	
MILEAGE: 157000		
DEALER NAME: JERRY'S FORD SALES I	SALES CODE: F27012	P & A: 00135
REASON CODE: 0702 LEGAL - ACCIDENT / FIRE		
SYMPTOMS: 704100 FIRE/SMOKE VISIBLE FLAME		

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: SLEE91 LEE SADIE

FORD MOTOR COMPANY  
RECEIVED  
JUN 21 2005  
Office of the  
GENERAL COUNSEL

DATE: 06/20/2005 TIME: 16:56:17;  
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CUST DROVE HIS VEH TO WORK TODAY, AND 3 HOUR  
8 LATER IT BURST INTO FLAMES-CUST STATES THAT THE FIRE DEPAR  
TMENT CAME OUT AND BELEIVES THAT THE FIRE BEGAN IN THE ENGIN  
E COMPARTMENT, NEAR THE MASTER CYLINDER-CUST WORKS FOR A CON  
STRUCTION COMPNAY-VEH WAS PARKED IN THE PARKING GARAGE OF TH  
E BUILDING THAT IS CURRENTLY BEING BUILT-CUST BELEIVES THAT  
A PIPE MAY HAVE BEEN DAMAGED AS A RESULT OF THE FIRE, BUT CA  
N SEE NO ADDITIONAL STRUCTURAL DAMAGE-CUST STATES THAT THE F  
IRE JUST OCCURRED RECENTLY, AND IS STILL BEING INVESTIGATED.  
CUST HAS NOT BEEN PROVIDED WITH A FIRE INCIDENT REPORT AS OF  
YET-THERE WERE NO OTHER VEHICLES INVOLVED AND NO ONE WAS HU  
RT-CUST HAS CONTACTED HIS INSURANCE COMPANY, BUT THERE IS NO  
STATUS AS OF YET, AS THE FIRE JUST OCCURRED-CUST STATES THA  
T HE ONLY HAS LIABILITY INSURANCE-CUST STATES THAT THE VEH I  
S BEYOND ANY REPAIR AND IS TOTALLY DEMOLISHED-CUST SEEKING N  
EXT STEPS-CUST STATES THAT HIS CONSTRUCTION FOREMAN WOULD IK  
E TO KNOW WHO TO CONTACT FOR ANY STRUCTURAL DAMAGE AS WELL DE  
ALER SAID: -NONECRC ADVISED: I WILL FORWARD THIS INFORMATION  
TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-  
5 BUSINESS DAYS.-----VEH ASSIGNED TO CLOS  
EST FORD DLR SHP-PLEASE CONTACT CUST ON HIS CELL PHON  
[REDACTED] OR LEAVE A MESSAGE AT HIS HOME NUMBER [REDACTED]

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