

Last Handling Date/ Issue Status	Name/ Reason Desc	ISSUE LIST Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/23/2005 CLOSED	[REDACTED] LEGAL - ACCIDENT / FIRE	1FTZX1868W [REDACTED] 455521435	1999 F-SERIES	10

EAG-000-LO-0430

6/9/2005

All Action Details for Issue

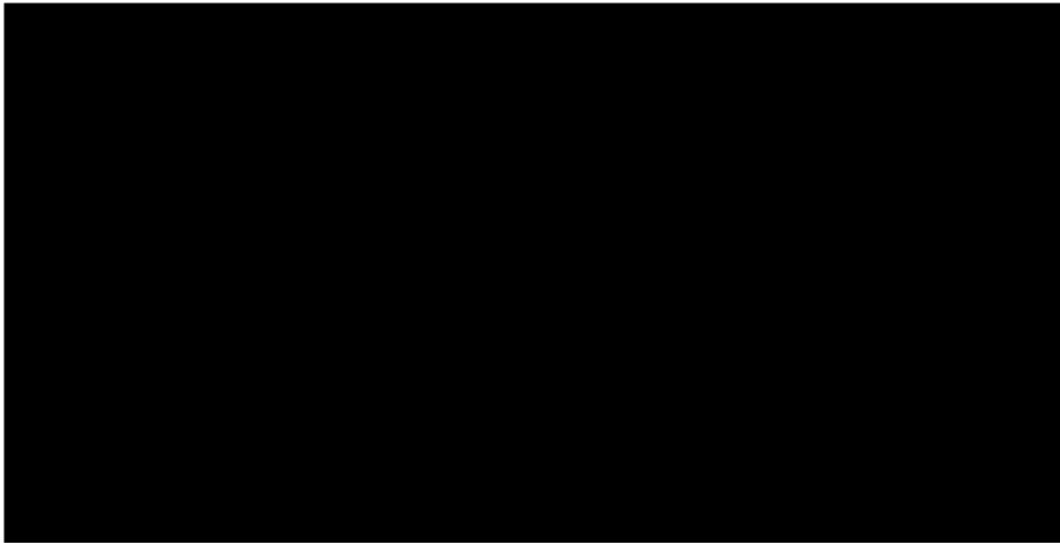
Print

VIN: 1FTZX1868WN	Year: 1998	Model: F-SERIES	Case: 455521435
Name: [REDACTED]	Owner Status: Subsequent	WSO: 1997-11-10	
Symptom Desc: FIRE/SMOKE VISIBLE FLAME UNDERHOOD		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - ACCIDENT / FIRE		Secondary Phone: [REDACTED]	
Issue Type: 10 OGC	Issue Status: CLOSED		

Action: CONTACT ADVANCED TO OGC		
Dealer: 03284 CEDARTOWN FORD MERCURY		Origin Desc: US CONCERN CASE BASE
Odometer: 180000 MI	Comm Type: PHONE	
Analyst Name:	Analyst: RQUDDUS	
Action Date: 06/23/2005	Action Time: 12:39:10.435	Action Date: No

Comments CUSTOMER SAID: -VEH CAUGHT ON FIRE ABOUT 4 DAYS AGO -THE VEH WAS INSIDE THE CUSTOMER'S APT BUILDING - VEH IS STILL THERE - THE FIRE STARTED UNDERNEATH THE HOOD - FIRE DEPT CAME AND PUT OUT THE FIRE AND SAID IT HAS SOMETHING TO DO WITH THE WIRING HARNESS - THE FIRE CAUSED DAMAGE INSIDE THE HOOD AND TO THE BUILDING - SOME OTHER PERSONAL PROPERTY WAS DAMAGED- NOONE WAS IN THE TRUCK - DLR WAS NOT CONTACTED - INSURANCE COMPANY WAS CONTACTED / THEY SAY THE VEH IS TOTALED BUT THEY WOULD NOT GIVE THE CUST ENOUGH TO BUY ANOTHER VEH SO THE CUST WOULD RATHER WORK WITH FORD -SEEKS ASSISTANCE FROM FORD BECAUSE THEY HEARD ABOUT THE NEW RECALL AND FEEL THAT DEFECT COULD BE RESPONSIBLE FOR THE FIRE DEALER SAID: CEDARTOWN FORD MERCURY 1112 NORTH MAIN STREET CEDARTOWN, GA 30125 TEL: (770) 748-3673 NONE CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS.

L2M5-003-LC-0437



STATE OF MINNESOTA
COUNTY OF HENNEPIN

PROPERTY DAMAGE
DISTRICT COURT
FOURTH JUDICIAL DISTRICT

[REDACTED]
Plaintiff,

vs.

COMPLAINT

Ford Motor Company,

Defendant.

Plaintiff, for his Complaint against Defendant, states and alleges as follows:

I.

That at all times material herein, Plaintiff leased a 2000 Ford Explorer (hereinafter referred to as "Ford Explorer"), V.I.N. 1FMZU73EXY2 [REDACTED]

II.

That on or about October 15, 2000, said Ford Explorer was parked in Plaintiff's driveway when it caught on fire causing approximately \$28,057.28 in damages to the Ford Explorer, \$315.72 in rental car expenses, and an additional approximately \$1,804.28 in other damages.

III.

That said fire and the resulting damages described hereinabove were a direct and proximate result of a manufacturing and/or design defect in said Ford Explorer.

FIRST CAUSE OF ACTION

IV.

Plaintiff realleges paragraphs I through III as set forth hereinabove and incorporates said

paragraphs herein by reference.

V.

That the aforementioned Ford Explorer was negligently designed and/or manufactured, that Ford Motor Company negligently failed to warn Plaintiff [REDACTED] about the danger of fire associated with the use of its product; and that Defendant Ford Motor Company was otherwise negligent.

VI.

That as a direct and proximate result of Defendant's negligence, Plaintiff was caused to suffer the damages set forth hereinabove.

SECOND CAUSE OF ACTION

VII.

Plaintiff realleges paragraphs I through VI as set forth hereinabove and incorporates said paragraphs herein by reference.

VIII.

That Defendant Ford Motor Company warranted that the aforementioned motor vehicle was merchantable and suitable for its intended use, and that Defendant Ford Motor Company made other express warranties of reliability and safety.

IX.

That Defendant Ford Motor Company breached said express and implied warranties and that as a direct and proximate result of said breach of warranties, Plaintiff was caused to suffer the damages set forth hereinabove.

THIRD CAUSE OF ACTION

X.

Plaintiff realleges paragraphs I through IX as set forth hereinabove and incorporates said paragraphs herein by reference.

XI.

That said Ford Explorer motor vehicle was defective, and that as a direct and proximate result of said defect, Plaintiff suffered the damages described hereinabove.

XII.

That Defendants are strictly liable for the damages sustained by Plaintiff on or about October 15, 2000.

WHEREFORE, Plaintiff prays for judgment against Defendant, Ford Motor Company, in the amount of approximately \$30,177.28, together with prejudgment interest thereon, his costs and disbursements herein, and for such other and further relief as the Court deems just and equitable.

Dated: 7/30/03

YOST & BAILL, LLP

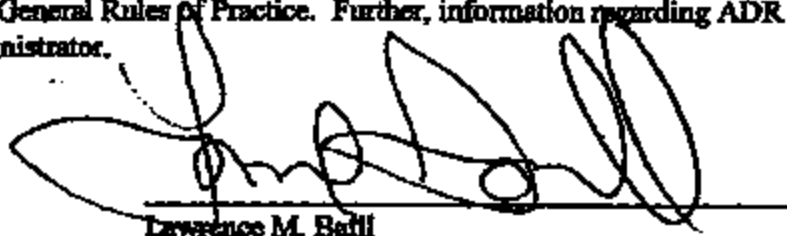
By: 

Lawrence M. Baill (ID #3979)
Attorneys for Plaintiff
2350 One Financial Plaza
120 South Sixth Street
Minneapolis, MN 55402
(612) 338-6000

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, Subd. 2, to the party against

whom the allegations in this pleading are asserted. Pursuant to Minn. Stat. § 543.22, all civil cases are subject to Alternative Dispute Resolution (ADR) processes, with certain exceptions, pursuant to Rule 114 Minnesota General Rules of Practice. Further, information regarding ADR is available from the Court Administrator.

A handwritten signature in black ink, appearing to read 'Lawrence M. Batli', is written over a horizontal line. The signature is stylized with large loops and flourishes.



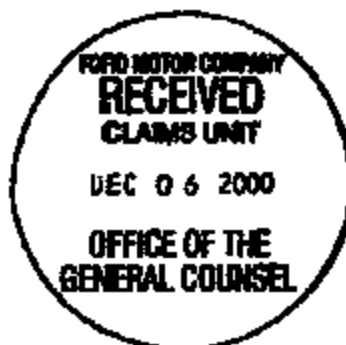
AMERICAN FAMILY INSURANCE GROUP

3920 NORTHWOODS DRIVE - ARDEN HILLS MN

Mailing Address: PO BOX 64885 • ST PAUL MN 55164-0885 • PHONE: (651) 483-8271

November 28, 2000

Ford Motor Company
Attention: Shawn L. Norton
Office of the General Counsel
Parklane Towers West, Suite 300
3 Parklane Boulevard
Dearborn, Michigan 48128-2568



RE: Claim Number: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: October 15, 2000
Amount of Claims: unknown
Our Policy No. 22-370185-02

Vehicle: 2000 Ford Explorer
Vin #: 1FMZU73EXY2 [REDACTED]
Titleholder: Ford Credit Title & Trust

Dear Superior Ford Inc.:

We are placing you upon notice of our subrogation claim, for payments made, as a result of the vehicle fire occurring on the above date.

This fire may have been a result of an electrical defect or recall. Russell Hicks has inspected this vehicle and it is his opinion that the fire may have originated in the power distribution control. This part has been left intact. It will remain intact until December 29, 2000. After this date the power distribution control will be removed from this vehicle and retained.

Please contact Russell Hicks of Component Failure Analysis at 612-891-2423 to arrange for an inspection of this vehicle and damage.

Once final payment is made we will contact you at that time.

Respectfully,


Kye S. Rankin, x85385
Physical Damage Claim Specialist
American Family Mutual Insurance Company

ER05-085-LC-8442



State Farm Insurance Companies®



May 5, 2004

CONSUMER AFFAIRS
SECTION

P. O. Box 9813
Winter Haven, FL 33883-9813
1-800-301-7350

FORD CUSTOMER RELATIONSHIP CENTER
PO BOX 6248
DEARBORN MI 48126

4 MAY 14 A8:04

RE: Claim Number: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: April 25, 2004
Vehicle: 2002 Ford Ranger
VIN: 1FTYR44U12T [REDACTED]

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

MAY 17 2004

OFFICE OF THE
GENERAL COUNSEL

Dear Sir or Madam:

The identified 2002 Ford Ranger is insured by State Farm Fire and Casualty Company. This vehicle experienced a fire.

State Farm® would like to give you an opportunity to inspect the vehicle and give you advance notice of our potential subrogation claim.

Please contact me at the number listed below to set up a time for your inspection.

Sincerely,

Paula Ferro-Johnson

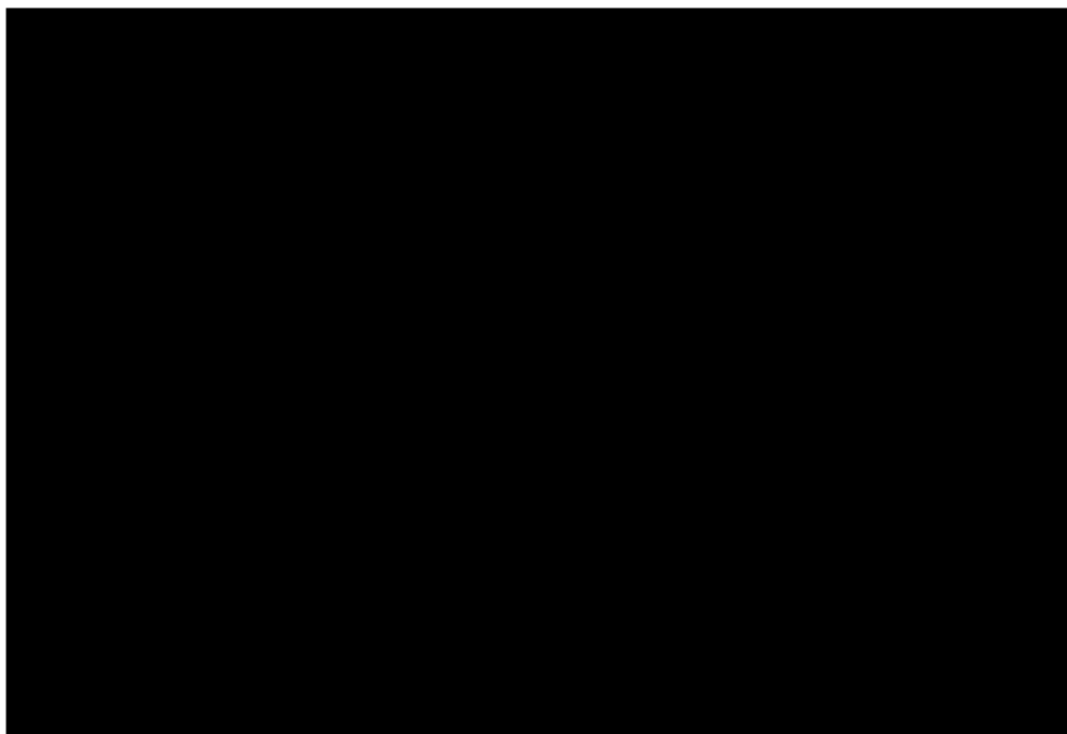
Claim Representative

1-800-301-7350 Ext. 8554

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

RFJ/030/0505024.122

- 4/25/04
- 02 Ranger
- VIN



DATE 11/17/00

CITY OF LOS ANGELES

FIRE DEPARTMENT

FIELD INCIDENT REPORT



INCIDENT NUMBER: 0545
EXPOSURE NUMBER: 000
INCIDENT DATE: 11/14/00
TIME OF ALARM: 1416
INCIDENT LOCATION: NB 101 FY X VENTURA FY

FLOOR OF ORIGIN:
OWNERS NAME:
CORPORATION:
OCCUPANTS NAME:
DOING BUSINESS AS:



TYPE OF INCIDENT: FIRE MOBILE PROP OUTSIDE STRUCTURE
PROPERTY USE: ROAD OR PARKING AREA
ORIGIN OF FIRE: ENGINE, GEAR, WHEEL AREA
FORM OF HEAT: BACKFIRE FR INTERNAL COMBUSTION ENGINE
IGNITION FACTOR: PART FAILURE LEAK OR BREAK
MATERIAL 1ST IGNITED
TYPE: GASOLINE
FORM: FUEL, GAS TANK

MOBIL EQUIPMENT: AUTOMOBILE
MAKE LIC/VIN
EST PROPERTY LOSS: 1
EST CONTENT LOSS:

INFORMATION CONTAINED IN THIS REPORT IS INTENDED FOR THE SOLE USE OF THE LOS ANGELES FIRE DEPARTMENT. ESTIMATIONS AND EVALUATIONS MADE HEREIN REPRESENT 'MOST LIKELY' AND 'MOST PROBABLE' CAUSE AND EFFECT. ANY REPRESENTATION AS TO VALIDITY OR ACCURACY OF DATA CONTAINED IN THIS REPORT, EXCEPT WHERE IT PERTAINS TO THE STATISTICAL DATA BASE OF THE CITY OF LOS ANGELES, IS NEITHER INTENDED OR IMPLIED.

COSTA MESA - CLAIMS

NOV 21 2000

AND

R. TERRY NOV 21 2000

CO-3503

ENR5-005-LC-8444



G A R R E T T
ENGINEERS, INC.

December 15, 2000

Mr. David Hudgens
AMICA MUTUAL INSURANCE
3200 Park Center Drive, Suite 2300
Costa Mesa, California 92626-7163

Re: [REDACTED]
Date of Loss: 11/14/00
Your Insured: [REDACTED]
Claim No. [REDACTED]
Our Case No.: 1200BA17800

Dear Mr. Hudgens:

ASSIGNMENT:

GARRETT ENGINEERS, INC. was assigned to inspect the 2000 Ford Explorer, California license number [REDACTED] to determine the cause and origin of the engine compartment fire.

CONCLUSION:

The cause of the engine fire was a failed fuel line and connector. The fuel line connector failed at the left front of the engine. The leaking fuel sprayed across the left side of the engine and flowed toward the left rear of the engine compartment. The fuel was ignited on the hot exhaust manifold by a spark from the ignition system.

FORENSIC DIVISION • (800) 228-3847 • NATIONWIDE

CORPORATE OFFICE • P.O. BOX 91858, LONG BEACH, CALIFORNIA 90808-1858 • FAX (562) 887-3012

ERG5-005-LC-8445

DISCUSSION:

The vehicle was inspected at Insurance Auto Auction, 7245 Laurel Canyon Boulevard, North Hollywood, California on December 5, 2000. The pertinent vehicle data is as follows:

YEAR, MAKE AND MODEL:	2000 FORD EXPLORER
COLOR AND BODY:	BLUE FOUR-DOOR S. U. V.
STOCK NUMBER:	55550-1
LICENSE PLATE:	[REDACTED]
REGISTRATION STICKER:	JUL 2001
VEHICLE IDENTIFICATION NUMBER:	1FMDU64P5Y2 [REDACTED]
DATE OF MANUFACTURE:	03/00
ODOMETER:	MELTED
TRANSMISSION:	AUTOMATIC
DRIVE:	REAR WHEEL
BRAKES:	VACUUM BOOSTER - ABS

The vehicle had sustained an engine compartment fire that intruded into the interior. All of the combustibles in the engine compartment were consumed by the fire. The hood, grill, headlights, turn signal assemblies, front bumper assembly, both fenders, and other components were also damaged by the fire. The fire intruded into the center of the dash damaging the windshield, dash, front seat, and head liner. The fire diminished toward the rear of the interior.

The battery was melted by external heat. No short circuits or electrical failures were located in the engine compartment wiring harness. Neither the electrical system nor wiring harness caused or contributed to the fire.

The air conditioning and power steering systems did not cause or contribute to the fire. The air conditioner compressor and the power steering pump could still be turned by hand.

The fuel supply hose appeared to have been in place prior to the fire. The fuel supply line and the fuel rail were in place and intact. No leaks were found on or near the fuel injectors. The fuel supply line was intact under the vehicle. The fuel filter was secure in its mounting and the fuel line clips were in place and intact. The fire followed the leaking fuel under the driver and severely damaged most of the components in this area including partially melting the transmission bell housing. The transmission pan was damaged after the fire.

The cause and origin of the engine fire was a failed fuel return line connector at the left front of the engine. The leaking fuel flowed over the left side of the engine and toward the left rear of the engine compartment. The fuel was ignited on the hot exhaust manifold by a spark from the ignition system. The connector and retaining clip were missing, as was the fuel hose in this area.

No indication of fire causation was located in the vehicle's interior or dash area. No signs of tampering or sabotage were found to the fuel injection system.


Mounted, captioned photographs to follow under separate cover.

GARRETT
ENGINEERS, INC.

Re: [REDACTED] 4

Thank you for calling Garrett Engineers, Inc. If you have any questions regarding this report, or if you need any further assistance, please contact our office.

Respectfully submitted,
GARRETT ENGINEERS, INC.

 In The Absence Of

Thomas J. Lepper
Tire and Automotive Consultant

This report and its conclusions were prepared
by Thomas J. Lepper, but signed and
shipped in his absence to expedite delivery.

TJL/cd

ERR-025-LC-8448

GARRETT
ENGINEERS, INC.

COSTA MESA - CLAIMS

DEC 22 2000

R. TERRY

DEC 22 2000

Re: [REDACTED]

Photographs



Photo 1. Left rear of the vehicle.



Photo 2. Right rear of the vehicle.

GARRETT
ENGINEERS, INC.

OOSTA MESA - CLAIMS

DEC 22 2000

AT TERRY DEC 22 2000

Re: [REDACTED]

2

Photographs



Photo 3. Left front view of vehicle.



Photo 4. Right front view of vehicle.

ERG5-005-LC-8430

GARRETT
ENGINEERS, INC.

COSTA MESA - CLAIMS

DEC 22 2000

Re: [REDACTED]

3

Photographs

Att. JERRY DEC 22 2000



Photo 5. Vehicle Identification Number sticker.



Photo 6. Fire pattern on the top of the hood.

ER05-005-LC-0451

GARRETT
ENGINEERING INC.

COSTA MESA - CLAIMS

DEC 22 2000

R. TERRY - DEC 22 2000

Ans.

Re

4

Photographs



Photo 7. Flame and heat pattern on the underside of the hood.



Photo 8. Engine compartment as found.

ER05-805-LC-8452

GARRETT
ENGINEERING INC.

COSTA MESA - CLAIMS

DEC 22 2000

Re: [REDACTED] 5

And: E. TERRY DEC 22 2000

Photographs



Photo 9. Left side of the engine compartment.



Photo 10. Right side of the engine compartment.

EA05-005-LC-0453

GARRETT
ENGINEERS, INC.

COSTA MESA - CLAIMS

DEC 22 2000

R. TERRY

DEC 22 2000

Re: [REDACTED]

6

Photographs

Ans. _____



Photo 11. Alternator.



Photo 12. Fuel flow area in the left rear of the engine compartment.

ERG5-865-LC-8434

R. TERRY DEC 22 2000



Photo 13. Fuel line and crimp connector.

COSTA MESA - CLAIMS

DEC 22 2000

Ans. _____

GARRETT
ENGINEERS, INC.

Re: [REDACTED] 8
Photographs



Photo 14. Fuel line clip connector.

COSTA MEGA - CLAIMS

DEC 2 2000

~~ABTERRY~~ DEC 22 2000

EG05-085-LC-0456

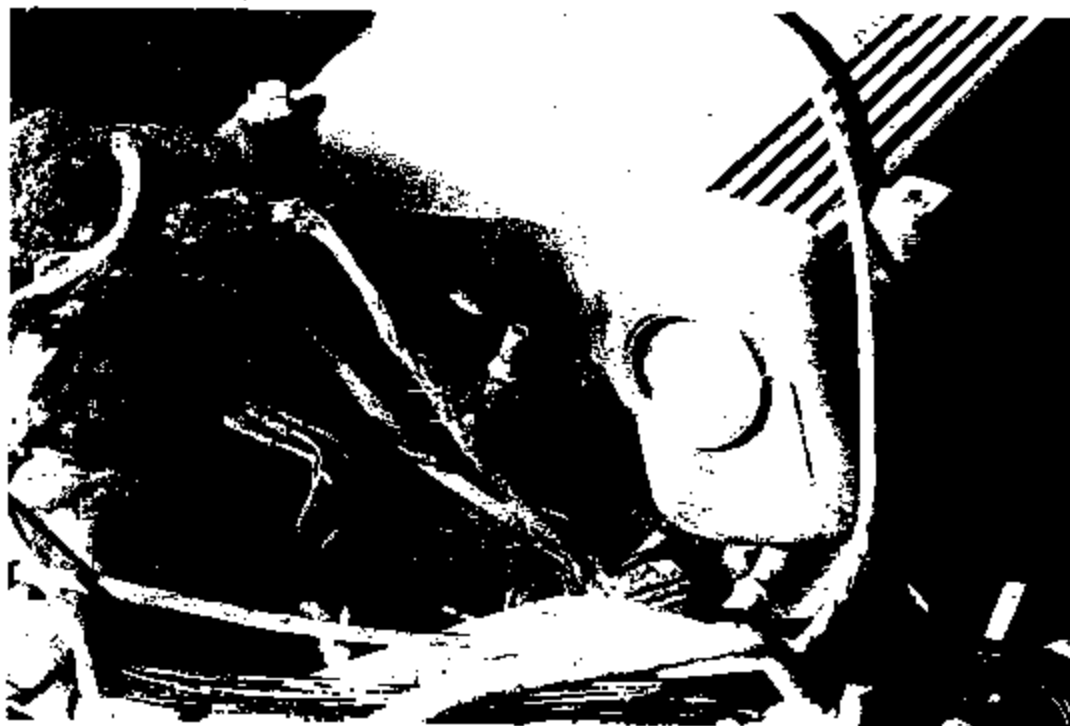


Photo 15. Failed fuel line connector at the left front of the engine.

COSTA MESA - CA 92626
DEC 22 2000

Ans. R. TERRY DEC 22 2000

GARRETT
ENGINEERS, INC.

Re: [REDACTED] - 10
Photographs



Photo 16: Close up of the end of the metal fuel line.

COSTA MESA - CLAIMS

DEC 23 2000

AMTERRY 12/23/00

CR03-003-LC-0458



Photo 17. Front underside of the vehicle.



Photo 18. Fuel tank and fuel lines.

COSTA MESA - CLAIMS
DEC 22 2000

APR 12 2000



Photo 19. Fire damage to the transmission bell housing.

COSTA MESA - CLAIMS
DEC 9 2000

Ans: _____
R. TERRY DEC 22 2000

GARRETT
ENGINEERING, INC.

COSTA MESA - CLAIMS

DEC 22 2000

Re: [REDACTED]

14

Photographs

Ans. _____



Photo 20. Fuel filter.



Photo 21. Fuel filter inlet connection.

GRB-005-LC-8462

R. TERRY DEC 22 2000

GARRETT
ENGINEERING, INC.

COSTA MESA - CLAIMS

DEC 22 2000

B. TERRY DEC 22 2000

Re: [REDACTED] - 15
Photographs



Photo 22. Fuel filter outlet connection.



Photo 23. Fuel line.

ENG-205-LC-5483



Photo 24. Fuel line connection.

COSTA MESA - CLAIMS
DEC 22 2000
~~RECEIVED~~ DEC 22 2000

PHOTOS

⑦

GARRETT
ENGINEERING, INC.

Re: [REDACTED] /
Photographs

R. TERRA 115 11 2000



Photo 1. Left rear of the vehicle.



Photo 2. Right rear of the vehicle.

GARRETT
ENGINEERS, INC.

E.T.A.

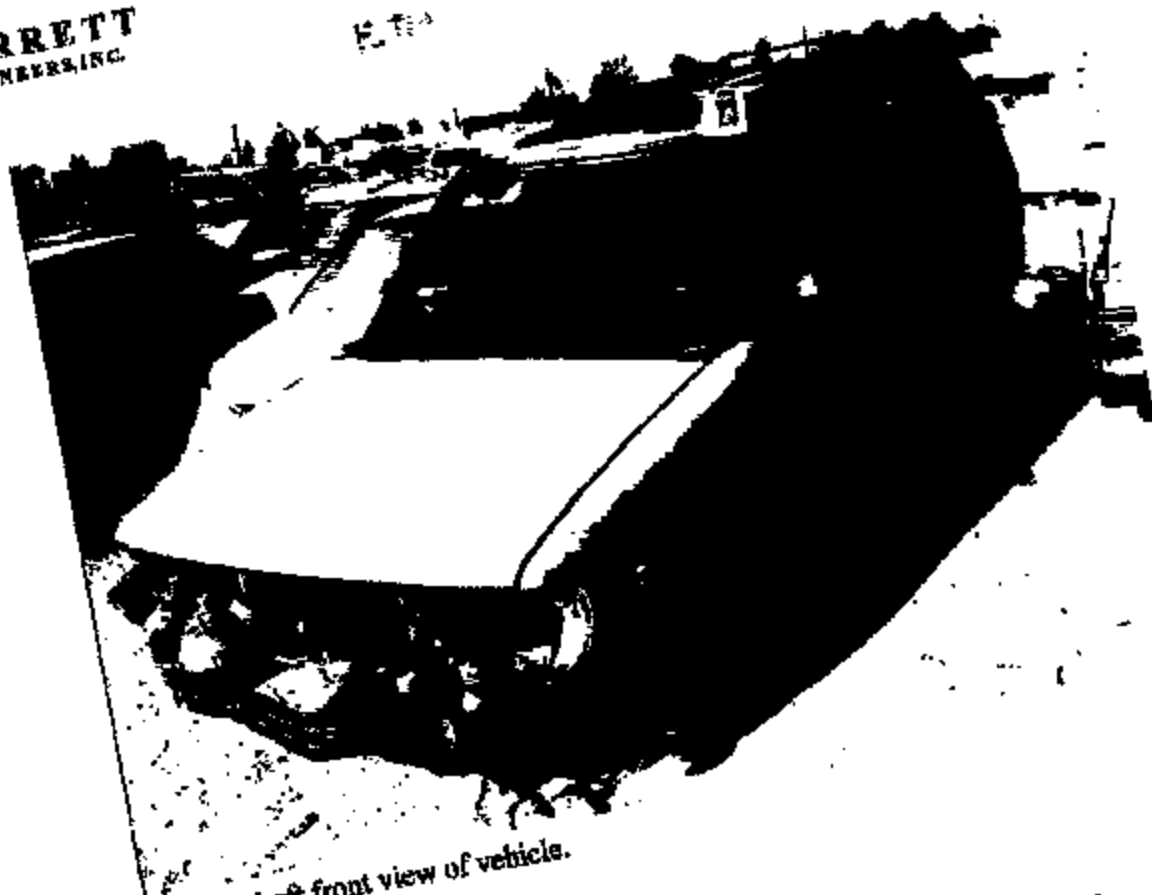
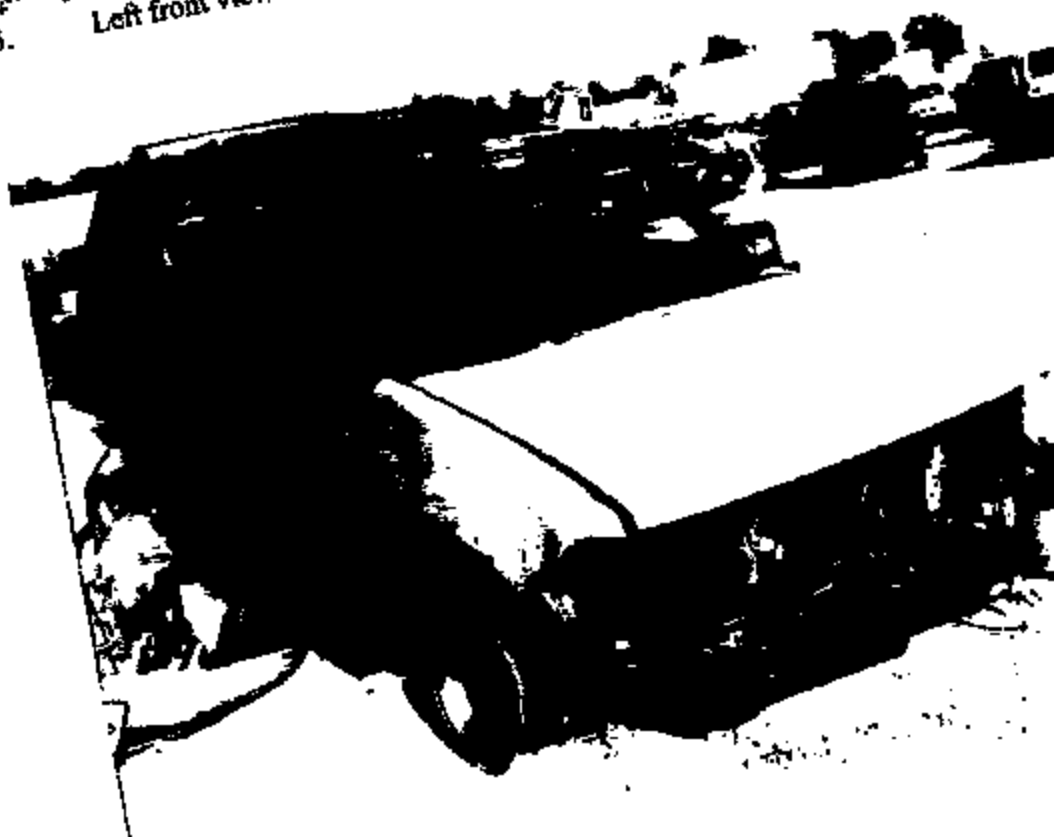


Photo 3. Left front view of vehicle.



Re: [REDACTED] 3
Photographs

Photographs

4. **Environ. Toxicol. Chem.** 1997, 16, 1037-1047.

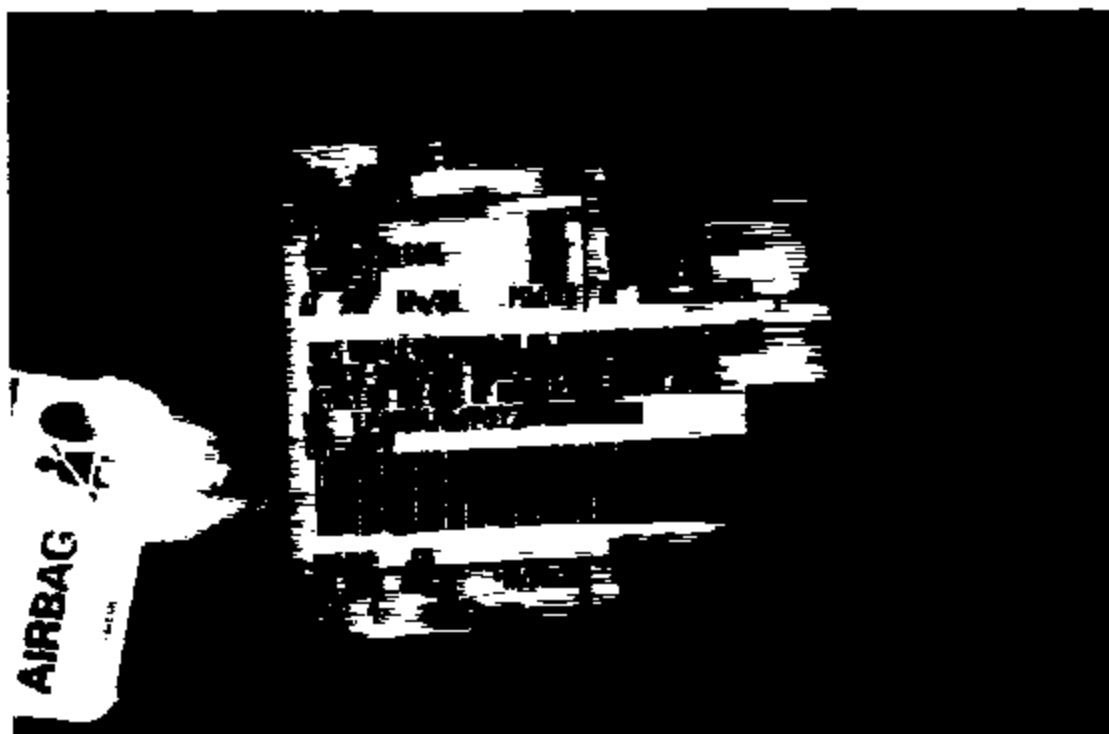


Photo 5. Vehicle Identification Number sticker.

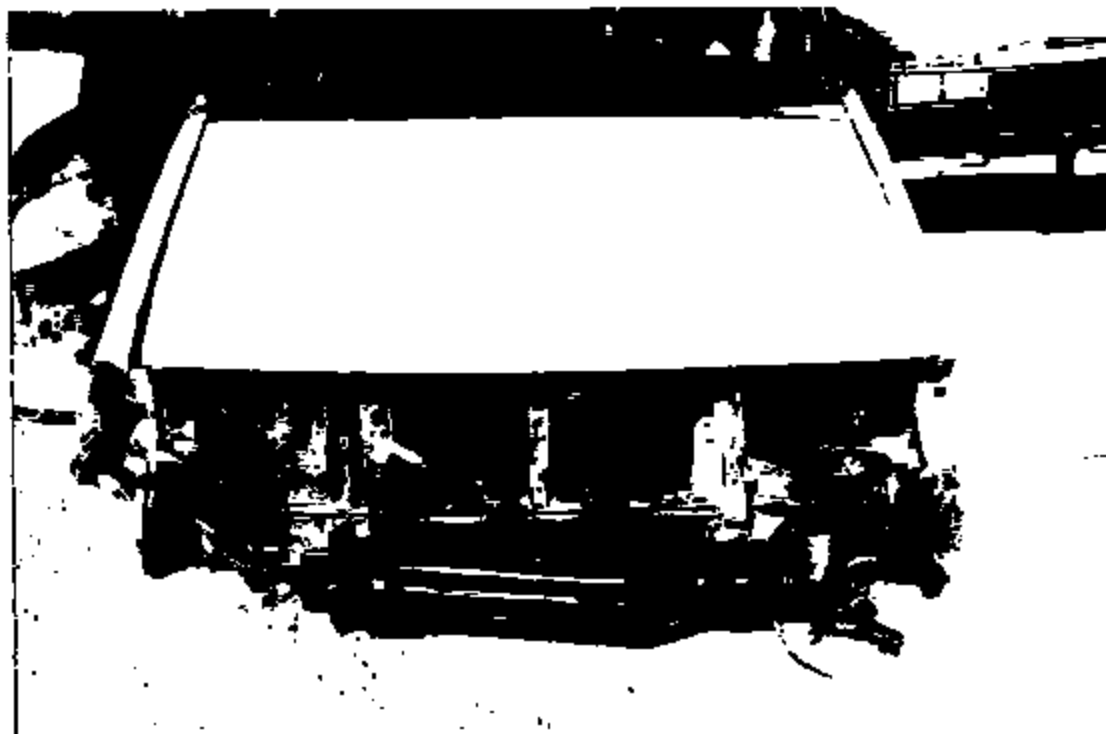


Photo 6. Fire pattern on the top of the hood.

ENCLOSURE



Photo 7. Flame and heat pattern on the underside of the hood.



Photo 8. Engine compartment as found.



Photo 9. Left side of the engine compartment.



Photo 10. Right side of the engine compartment.



Photo 11. Alternator.



Photo 12. Fuel flow area in the left rear of the engine compartment.

GARRETT
ENGINEERS, INC.

Re: [REDACTED]

Photographs



Photo 13. Fuel line and crimp connector.



Photo 14. Fuel line clip connector.



Photo 15. Failed fuel line connector at the left front of the engine.



Photo 16. Close up of the end of the metal fuel line.



Photo 17. Front underside of the vehicle.



Photo 18. Fuel tank and fuel lines.



Photo 19. Fire damage to the transmission bell housing.



Photo 20. Fuel filter.



Photo 21. Fuel filter inlet connection.

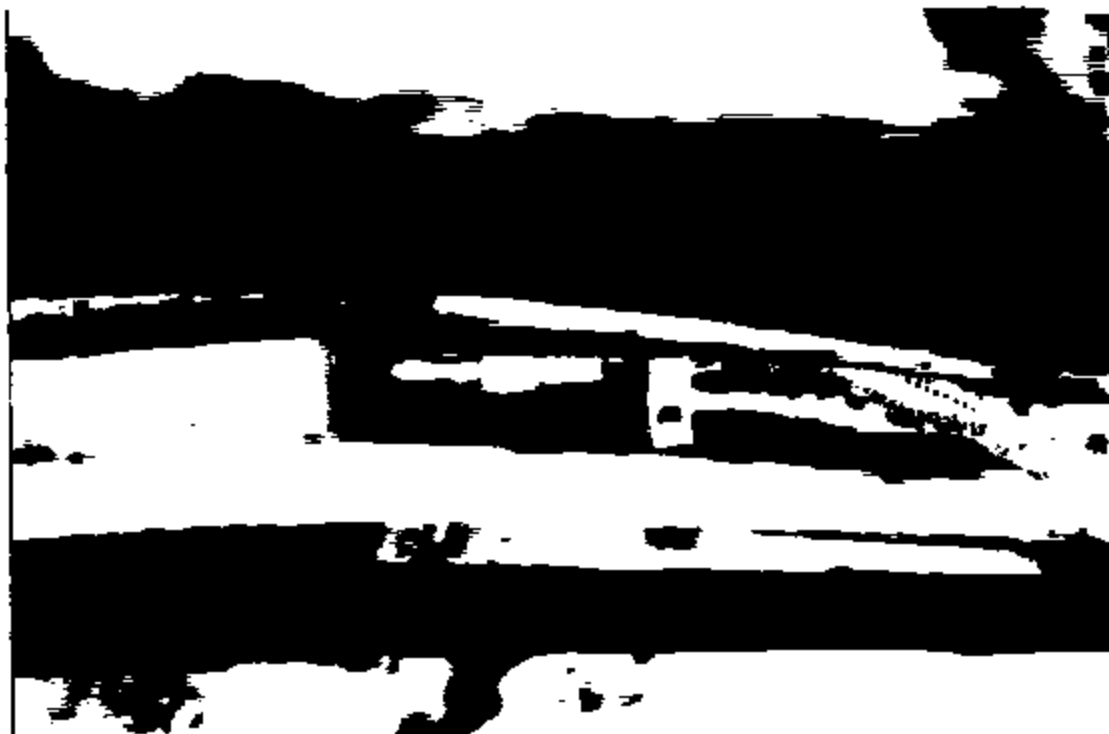


Photo 22. Fuel filter outlet connection.



Photo 23. Fuel line.

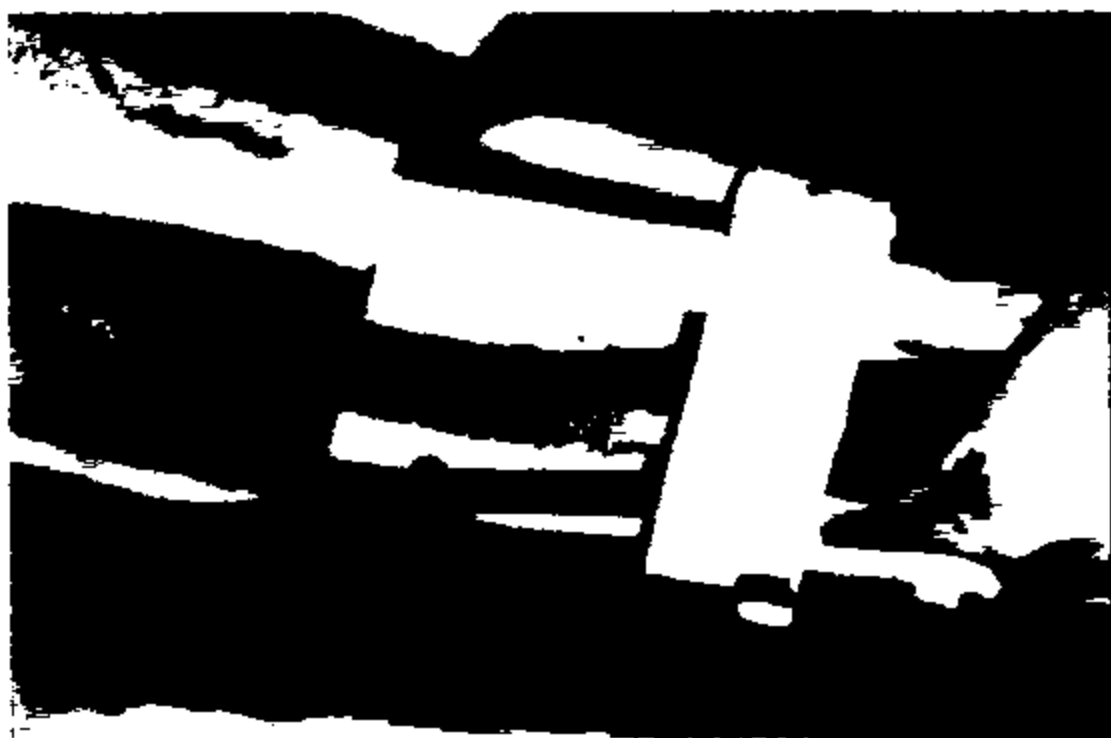


Photo 24. Fuel line connection.

PHOTOS

①



2000 BUICK SAVER FORD EXPLORER
VIN #1FMDU64P0Y2 [REDACTED]
NOVEMBER 14, 2000 (date of [REDACTED] incident)

SOCOLIT-ORDEMAY
AMICA INCIDENT FILE# A120000380D

②

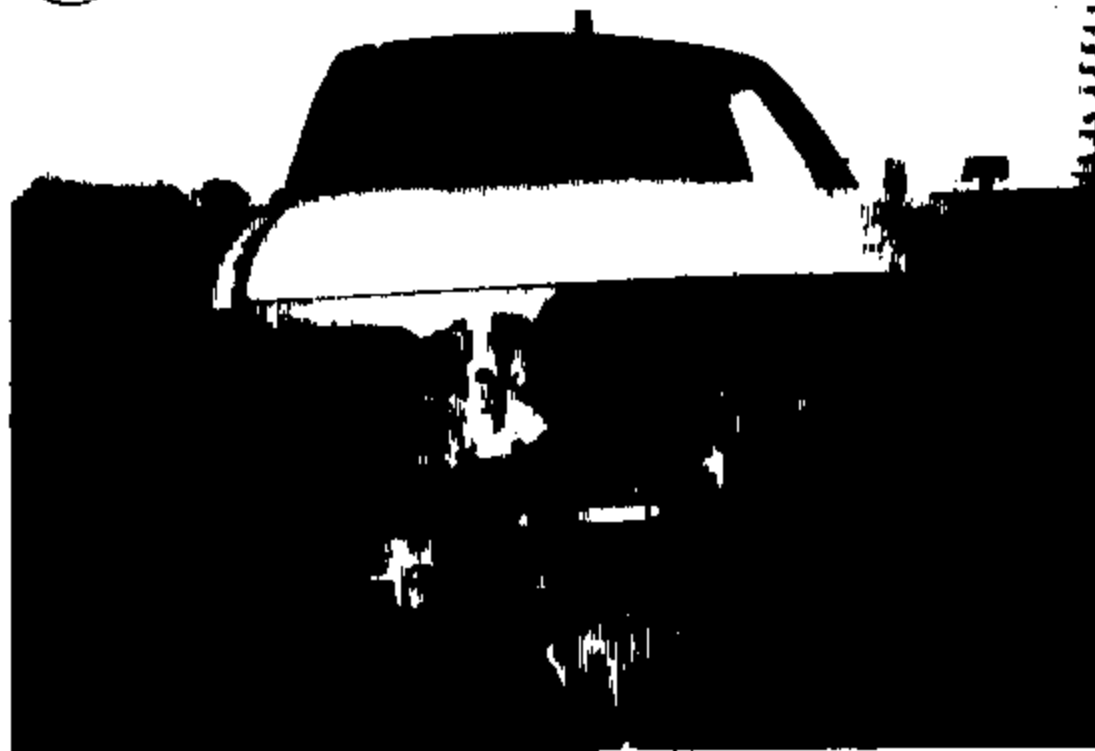


2000 EDGE BAUER FORD EXPLORER
 VIN # 1FMDU64P5V [REDACTED]
 NOVEMBER 29, 2000 (Date of Photos/Incident)

SOCOLTE ORDESKY
 AMICA INCIDENT FILE # A122000038020

4

3



5



2000 WHITE MAZDA FORD EXPLORER
VIN # 1FADU64P7Y2 [REDACTED]
NOVEMBER 14, 2000 (date of photos/incident)
SOCOLIK DRESKY
AMICA INCIDENT FILE# A192000038020

6



⑦



2000 EDDIE BAUER FORD EXPLORER
 VIN # 1FMDU44P0Y [REDACTED]
 NOVEMBER 24, 2000 (date of photo/incident)

5060LD-ORDESKY
 AMCA INCIDENT FILE # A1320000380RD

EX-25-000-LC-0406

⑧





2000 EDDIE BAUER FORD EXPLORER
VIN #1FADU64P0Y [REDACTED]
NOVEMBER 14, 2000 (date of photos/accident)

SOOULTS-ORDESKY
AMAZA INCIDENT FILE# AT33000038020

(10)



2000-0005-LC-8487

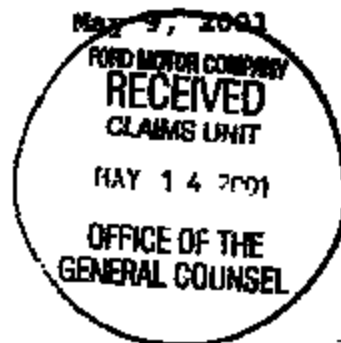
Amica

AUTO HOME LIFE

Amica Mutual Insurance Company
Amica Life Insurance Company
Amica General Insurance Agency
of California, Inc.

SOUTHERN CALIFORNIA OFFICE
3200 Park Center Drive, Suite 300
Costa Mesa, California 92626-1979
Mail: PO Box 27717, Santa Ana, CA 92799-7717

Form Motor Company
Office of General Council
Park Lane Towers West-Ste 400
3 Parklane Blvd
Dearborn MI 48126



Re: 2000 Explorer
VIN: 1FMDU64P5Y2 [REDACTED]
File Number: L13200003802D
Our Insured: [REDACTED]
Date of Incident: November 14, 2000

Dear Sirs:

Harris Brock in Consumer Affairs wrote a letter on February 21, 2001, to our insureds, [REDACTED] regarding an incident on the above date with their 2000 Ford Explorer. However, we were informed to send a letter to the general council.

This is to inform you that once all payments are concluded, we will send our subrogation demand. Please inform us of the adjuster, claim number and address where we should send our demand.

We believe Ford Motor Company is responsible for the damage to the [REDACTED] vehicle based on Garrett engineer's report. The engineer stated that the cause and origin of the engine fire was due to a failed fuel return line connector at the left front of the the engine. The leaking fuel flowed over the left side of the engine and toward the left rear of the engine compartment. The fuel was ignited on the hot exhaust manifold by a spark from the ignition system.

As you are aware, the Ordasky's purchased this vehicle in July of 2000. No work was performed from the time of purchase to the incident date.

RLT

- 1 -

Toll Free: 1-888-660-6422, Fax: (714) 444-3166
Web Site: www.amica.com

EAGS-885-LC-8486

Amica

AUTO HOME LIFE

Amica Mutual Insurance Company
Amica Life Insurance Company
Amica General Insurance Agency
of California, Inc.

SOUTHERN CALIFORNIA OFFICE
3200 Park Center Drive, Suite 300
Costa Mesa, California 92626-1979
Mail: PO Box 27717, Santa Ana, CA 92799-7717

-2-

Form Motor Company
Office of General Council

May 9, 2001

Photos are enclosed for your review. We look forward to
hearing from the adjuster assigned.

Very truly yours,



Rhonda L. Terry
Claims Department
Amica Mutual Insurance Company
rterry@amica.com

*RLT



INVESTIGATIVE ENGINEERING REPORT

FOR

ERLEYSVILLE MUTUAL INSURANCE COMPANY
P. O. BOX 119
PITTSBURGH, PENNSYLVANIA 15230

COMMERCIAL BUILDING FIRE
ORSINI ENTERPRISES
1206 SOUTH MAIN STREET
GREENSBURG, PENNSYLVANIA 15601
CLAIM NO: [REDACTED]

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WILSON BROCHURE	

OR1165



INVESTIGATIVE ENGINEERING REPORT

FOR

HARLEYSVILLE MUTUAL INSURANCE COMPANY
P. O. BOX 119
PITTSBURGH, PENNSYLVANIA 15230

COMMERCIAL BUILDING FIRE
ORSINI ENTERPRISES
1206 SOUTH MAIN STREET
GREENSBURG, PENNSYLVANIA 15601
CLAIM NO: [REDACTED]

[REDACTED]

In accordance with the February 24, 2000 request of [REDACTED] of the Harleysville Mutual Insurance Company (Harleysville), Almes & Associates, Inc., Investigative Engineers (ALMES) conducted an investigation of a commercial building fire. The fire occurred on February 24, 2000 at [REDACTED] Greensburg, Pennsylvania [REDACTED]

The purpose of this investigation was to determine the origin and cause of the event. The following is a result of the preliminary investigation.

The physical evidence in the form of burn and char patterns found within a 21-foot Coachman motor home at and around the point where a 3.0 cubic foot propane refrigerator was located indicated that this fire started as a result of a malfunction within the refrigerator.

[REDACTED]

The information within this report was gathered through:

- A site inspection including photographs; and
- Interviews with the building owner and the Pennsylvania State Police Fire Marshal.

OR1156



EP05-005-LC-0491

[REDACTED]

The fire occurred on February 24, 2000 at approximately 0540 hours. The fire was discovered by a passing motorist, who upon seeing smoke emitting from the building contacted 911. The South Greensburg VFD responded to the alarm. The Greensburg, Herpfield Co. No. 2, Midway-St. Clair, Southwest Greensburg and Youngwood Fire Departments assisted.

[REDACTED]

William F. Jakela (ALMES) conducted an origin and cause investigation of the fire on February 25, 2000. The building owner, [REDACTED] of Harleysville were present at the scene for various stages of the on-site inspection.

[REDACTED]

5.1 Inspection and Description - Exterior (Refer to Figure I, Appendix B)

The fire involved a one-story block building utilized as a maintenance garage for recreational vehicles. This building has a flat roof and faces an easterly direction along South Main Street. The building, which measures 40 feet by 70 feet, is equipped with electricity and natural gas.

A walk around visual inspection of the building was begun along the front, east side. A pattern of burn was observed emitting from the top of an overhead garage door along the northeast side. This door opening was boarded over as was a window and another overhead garage door located along the southeast side. A window along the north, right side was also broken out and boarded. A more moderate amount of smoke staining was present at the top portions of two windows situated between the two east side garage doors. The south side garage door was intact but displayed a burn pattern along the top of the door. The south, left exterior was not fire damaged; however, slight smoke staining was

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present along the roof line on this side. A storage shed on this side attached to the building was not damaged and no fire damage was present to the rear, west exterior (see Photograph Nos. 1 through 3, Appendix A).

Three main doors and the door of the storage shed had no evidence of possible forced entry. The south side garage door was, as mentioned earlier, intact. The north side overhead garage door was destroyed by fire, and this door was allegedly part way up when the fire fighters arrived.

No evidence was found at or along the exterior of this building to indicate this fire may have started on the outside of the building.

5.2 Inspection and Description - Interior (Refer to Figure 1)

An interior inspection was begun inside the south side doorway which led into a parts and general storage area. This area, which also included a combination kitchen and lunch room located at the southwest corner, was heat and smoke damaged with no evidence of this fire starting in this portion of the garage interior (see Photograph Nos. 4 through 6).

A Coachman travel trailer was parked inside the south side overhead garage door. Heat damage was found along the top right side, the side which faced the north side of the garage. The left, rear and front sides of this unit were smoke damaged only (see Photograph Nos. 7 through 10).

A pop-up camper trailer was parked within the west central area of the garage. This unit was heavily fire damaged and the pattern of burn displayed on this trailer indicated the fire damage was received as a result of flame impingement from the north side of the garage (see Photograph Nos. 11 through 14).

A travel trailer, parked along the east central portion of the garage, was also heat and smoke damaged but to a lesser degree than the pop-up camper (see Photograph Nos. 15 and 16).

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EA83-805-LC-2483

The north side of the building was then inspected. This area housed a customer waiting area, customer bathroom, customer service area and an office located in the northwest corner. The electric service panels were found along the north wall within the customer service area. All of these rooms were heat and smoke damaged; however, no evidence was present along this north side to indicate the fire could have started along this side (see Photograph Nos. 17 through 22).

The area just outside the office and customer areas of the building was then inspected. An air compressor within the northeast corner was unremarkable; however, high burn was found along the top side of the north interior wall of the garage. A stairway located to the rear of this portion of the garage led to a storage area over the office and customer area. High heavy burn to the ceiling and walls was found in this area. A gas furnace mounted along the top side of the north interior garage wall was smoke damaged only. Heavy char was also found on 2-inch by 4-inch support studs at the top of this north wall. Heavy burn was also observed to the ceiling and roof support beams directly above a motor home parked just inside the north side garage door (see Photograph Nos. 23 through 33).

An examination was then conducted of a 21-foot Coachman motor home which was parked just inside the north overhead garage door. It was within this unit, and the area surrounding the unit, that received the greatest amount of fire damage. This vehicle was extensively damaged along the left side, the drivers side, with burn through found along the 10-foot high side wall. This burn through was at and around a 3 cubic foot propane refrigerator which sat in the approximate center of the unit. The interior ceiling and exterior frame work directly over this area was heavily fire damaged. The right side of the vehicle was damaged; however, a lesser degree of damage was found on this side with no burn through being found either on this side or the rear side. A "V" pattern of burn could be observed on the right exterior side extending from the point where the refrigerator was located (see Photograph Nos. 34 through 49).

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INTERVIEW NOTES - INTERVIEW INFORMATION

██████████ Saltzburg, Pennsylvania ██████████ (telephone: ██████████) co-owner of ██████████ enterprises was interviewed at the scene. ██████████ stated that he had just received the Coachman motor home on Wednesday, February 23, 2000 and it had been pulled into the maintenance garage for servicing. ██████████ stated that part of this servicing routine was to activate the pilot light of the propane gas refrigerator. ██████████ also related that after the maintenance was performed the motor home was left in the garage with the maintenance people leaving at approximately 1730 hours.

Dr. Eugene Bartell, Bartell, Rudolf & Associates, 5578 Aiken Road, McKees Rocks, Pennsylvania 15136 (telephone: 412-787-8166) was interviewed via telephone on February 28, 2000. Dr. Bartell had also examined the scene on February 24, 2000 on behalf of Harleysville. Dr. Bartell conducted an electrical building inspection and concluded that the fire started within the Coachman motor home. Dr. Bartell related he would be conducting a detailed inspection of the refrigerator at a later date.

Trooper Kevin Karwatsky, Pennsylvania State Fire Marshal, Greensburg, Pennsylvania 15601 (telephone: 724-832-5243) was interviewed on February 28, 2000 via telephone. Trooper Karwatsky stated that he also concluded that the fire started within the Coachman motor home. Trooper Karwatsky stated he was able to interview the paramedics who discovered the fire as they were driving by the scene on February 24, 2000 at approximately 0540 hours. The discoverers told Trooper Karwatsky that they saw the garage door three quarters of the way up and that the motor home was engulfed in flames with this being the only area which was on fire at this time.

It should be noted that the vehicle in question was not in its original pre-fire position at the time it was inspected by this investigator. The motor home had been pulled out of the garage after the fire then pulled back in on February 25, 2000 prior to this inspection.

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Refer to the newspaper article by the Tribune-Review concerning this fire (Appendix C). Refer to the Coachman brochure also appended to this report (Appendix D).

As stated earlier in this report, no evidence of forced entry into the building was found. The garage door opening assembly for the north side garage door was located directly over the Coachman motor home. Heavy fire damage was found around this area of the ceiling where this assembly was mounted. It is believed that this garage door opened part way after such time as flames impinged on the wiring for this door, thus shorting the circuit which allowed the door to open.

DISCUSSION OF RESULTS

7.1 Fire Origin

The burn and char patterns found at and around the refrigerator in the Coachman motor home indicated this fire started within this unit.

7.2 Fire Cause

At this time, it is believed that this fire started as a result of a malfunctioning propane gas 3 cubic foot refrigerator along the right interior side of the Coachman motor home.

Based on the examination of the scene and information to date, it is ALMES' opinion, within a reasonable degree of professional certainty, that this fire started as a result of a malfunctioning refrigerator within the motor home which was parked just inside the north side garage door.

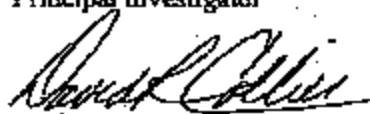
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The services provided for this project were performed with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time or similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. We reserve the right to revise or amend our opinion in this report in the event new information, documentation, or evidence becomes available.

Sincerely,

ALMES & ASSOCIATES, INC.
INVESTIGATIVE ENGINEERS


William F. Jakela
Principal Investigator


David R. Collier, P.E.
Project Manager

WFC:DRC/mw
Enclosures

2041162



ER05-003-LC-0497

RE
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STATEMENT
Page 1

Court

This is [REDACTED] on February 28, 2000, at [REDACTED] in Greensburg
interviewing [REDACTED] concerning an incident that occurred on or about February 24,
2000.

Q. [REDACTED] do you understand this interview is being recorded?

A. Yes.

Q. Do I have your permission to record the interview?

A. Yes.

Q. Give your full name and spell your last name?

A. Okay, my name is [REDACTED]

Q. Date of birth?

A. [REDACTED]

Q. Address?

A. [REDACTED] Greensburg, PA.

Q. Are you married [REDACTED]

A. Yes.

Q. And what is your wife's name?

A. [REDACTED]

Q. Are you employed?

A. Yes. Century Motors RV Center.

Q. How long have you been employed there?

A. A little over 15 years.

Q. Do you have any training or anything like that that qualifies you for your job?

A. We went to Coachmen classes in Harrisburg. Twice I went to Harrisburg, well Harrisburg and the other one was Intercourse, PA out by Lancaster. Plus the experience I got from different guys and that here plus I used to work out in Serro Scotty, I used to

Q. What exactly is your position?

A. Just an RV mechanic.

Q. Okay. Do you recall the date and time this fire occurred?

A. Yes, this happened on February 24th.

Q. Year 2000?

A. Year 2000.

Q. And do you know what time?

A. I'm not exactly sure what time that happened.

Q. Where were you?

A. I was at home and a Federal Marshal phoned my house about ten till 6:00 in the morning and wanted to know if I had a key to get in here and for me to get down here right away.

Q. You said a Federal Marshall, do you mean a fire marshal?

A. Well a fire marshal yes. I'm sorry.

Q. That's okay. So you were called by a fire marshal?

A. Yes.

Q. Do you know what time that was?

A. It was about ten till 6:00 in the morning. He told me to get down here that the building is on fire and if I had any key to get in and he didn't give me a chance to say I didn't but I

came in anyway and I came here all the doors and that were pulled off and glass and everything.

Q. Do you recall what time you arrived?

A. Probably 15 to 20 after 6:00, because I don't live that far from here.

Q. Was the fire still burning at that time?

A. Oh yeah, yes.

Q. The firemen were here?

A. Oh yes. There was all kind of fire trucks here.

Q. And you indicate that you did not have a key to the building?

A. No, I do not.

Q. Which building specifically was this?

A. It was our service department.

Q. The service department building. When was the last time you were at the service department building?

A. It was the day before on the 23rd, February 23rd of 2000.

Q. Were you the last person there?

A. No, Tommy was the last person because he has the key, he locked up.

Q. And did he lock it up?

A. Yes because him and I were right together, we usually stay together to make sure everything gets locked up, we always check and double check them.

Q. How many doors did you lock?

A. Um, we locked the back door, the one big garage door that has a slide bolt because we put....in there, and the automatic doors which goes down was locked up because we need to shut that down,dead bolt.....it has two locks on it.

Q. To the best of your knowledge what caused this fire?

A. I really don't know, I mean, I myself really don't know. But from what it looks like back where the refrigerator was.

Q. Okay and the refrigerator of what?

A. On a mobile home.

Q. And what model of mobile home?

A. That was a 2000 Coachman.

Q. Coachman.

A. Yes.

Q. And do you know how long or what size or however you qualify it?

A. I really didn't pay attention because it was a class B, smaller than a class C.

Q. What was that vehicle, who owns that vehicle first of all?

A. Century Motors RV Center.

Q. When was it delivered?

A. I think a day or two before we brought it down.

Q. What work did you do to that vehicle?

A. I did the water system.

Q. Describe that?

A. You put water, fill all the tanks up and we drain them, then I done after that and I drained everything then I winterized it. Winterized it just pump in the antifreeze in the water line.

Q. What work did you do on the vehicle on February 23rd.

A. Well I did that and plus checking the cabinet and doors and that, that's all I.

Q. Did you notice any problems with any of the equipment in that particular unit?

A. Well we had a guy who was doing gas.turn it real slow to turn it on and he wasn't getting no gas pressure.

Q. What kind of gas are you referring to?

A. The LP.

Q. And does this unit have an LP tank or was it an external tank?

A. It's an outside tank, I mean the tank folded on to the unit itself.

Q. Okay so it is that unit's tank?

A. Yes.

Q. And what all does that LP fire inside the unit?

A. The refrigerator, furnace, hot water tank and stove.

Q. Did you check all those appliances?

A. No I did not check them. Like I said someone else was in the process of doing that.

Q. Who was that?

A. Ryan. I'm not sure of his last name. He's only been here a while but he was working somewhere else.

Q. What do you mean?

A. Well he quit somewhere else and he came here to work.

Q. Oh, oh okay. So I mean on the 23rd he was working on it?

A. Oh yes, yes.

Q. And your job on the 23rd was to winterize and check the water?

A. Yes, there's three of us, we only had one unit, so everybody was working on that unit.

Q. Who put the vehicle into the garage?

A. I think it was Ryan.

Q. And do you know when he did that?

A. Probably a little after 2:00 if not before.

Q. On the 23rd?

A. On the 23rd.

Q. And where was it parked when you left on the 23rd?

A. It was parked in the bay where the garage door goes up and down by itself,push button.

Q. So the bay with the overhead garage door that has a automatic opener?

A. Right.

Q. And it was parked right underneath there?

A. Yes.

Q. Was it pulled in or backed in?

A. It was pulled in.

Q. When you left that evening you indicate that you and [REDACTED] left together and you locked the doors and everything, was there any external power source plugged into that particular unit?

A. No it was unplugged.

Q. Are you sure of that?

A. Yes, and the disconnects were off.

Q. And how do you know that?

A. Because I did that myself. I unplugged it and I hit the disconnects which ... all the 12 volts to the inside.

Q. Okay, when did you think you did that?

A. Probably at 10 till 5:00.

Q. Was anyone else with you at that time?

A. [REDACTED] was there but I don't know if they seen me do it or not, the fireman said, they even said it was unplugged so.

Q. To the best of your knowledge was that unit tested for leaks and when I say that unit, everything involved in that unit was it tested for leaks?

A. Yes. LP and gas, the same thing.

Q. Well I mean, gas, petroleum, I mean gasoline for the vehicle itself?

A. No all we do, we just put gasoline in it and that's it. We don't pressurize it or nothing. But the LP gas we pressurize it and we make sure there is no leaks and what we do all the appliances we have a m...on there to make sure that ...appliances stay where it's supposed to. We leave it on there about 15 minutes. Ryan did that.

Q. [REDACTED] did that test. All right.

A. Everybody does, not on the same unit but...

Q. How about that particular unit?

A. Yes [REDACTED] did.

Q. How about the battery?

A. I never really got a chance to get to that like I said when we pulled it in,to check.

Q. Are there more than one batteries to that unit?

A. There's an RV battery and there's y our main battery.

Q. So you are referring to the main as the engine battery.

A. Right, your engine battery and there's another battery, same size battery.

Q. And what does that battery connect to?

A. Well that connects to the disconnects which turn all your lights on inside.

Q. To the best of your knowledge were the lights working properly from the battery?

A. Yeah every light was on in there.

Q. What about the furnace?

A. I really can't tell you because like I said I just do the gas system and usually I light the gas to turn the furnace and that on.

Q. How about other electrical appliances, were they working properly?

A. The TV was working, the VCR as working, the radio was working, there was a coffee maker in there, the light was flashing, we didn't put water in to try the coffee maker. The CD player, that worked. Yes, everything as far as all that worked.

Q. How about the air conditioner?

A. Air conditioner was working because both of us turned that on.

RE

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STATEMENT

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Q. And you found that to be working property?

A. Yes.

Q. Do you smoke cigarette?

A. I do not.

Q. Does anyone else smoke cigarettes?

A. [REDACTED] is the only one.

Q. Do you believe to the best of your knowledge that the cigarettes could have contributed to this fire?

A. I don't think so because we usually try to check everything before we leave, [REDACTED] is very clear to make sure everything is turned off.

Q. Did you intentionally set this fire?

A. Oh no way.

Q. Did any of the other employees that were working do that?

A. I doubt it. I mean there was only one [REDACTED] and myself have no key, I have no reason to set a fire, I've been here 15 years.

Q. Describe the damages to the building, the service department building?

A. ... (inaudible) it was all burned. Everything in there, a couple customers, we had another trailer of our own, we were down there checking the furnaces, wiring is all melted, all the wiring is gone.

Q. Did you lose any personal items Bernie?

A. Just tools.

Q. Are you in the course of preparing a list of those tools.

RE : [REDACTED]
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STATEMENT : BERNARD KUBASKY
Page 10

A. Yes. ...down there, I mean I got a sweatshirt and raincoat and pants, that's about it besides tool boxes and that.

Q. Did you ever have a fire there before?

A. Years before that we had a motor home on the outside that caught on fire and it was, I really don't know what they said it was whether it was electrical or a gas problem, I really don't know.

Q. In your opinion what caused this fire?

A. I really don't know. I mean from the way it looks looks like where the refrigerator was on the side.

Q. Inside the unit?

A. Well I don't know if it was inside or...

Q. No I mean when I'm referring to the unit I'm talking about the Coachman 2000 motor home, the refrigerator inside there?

A. Well that's what everybody was saying as far as ...the way the flames were in that vicinity. They don't know if ...erupted or what, I really don't know.

Q. Okay, is there anything else you would like to add?

A. No nothing at all. Unless you have any more questions.

Q. Bernie Kubasky have you understood all the questions?

A. Yes.

Q. Do you acknowledge that the information given in this interview is true and correct to the best of your knowledge?

B. Yes.

Q. Do you understand that the interview has been recorded?

RE [REDACTED]
CLAIM NO. : FF [REDACTED]
STATEMENT : BERNARD KUBASKY
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A. Yes.

RE [REDACTED]
CLAIM NO. : FF [REDACTED]
STATEMENT : RYAN RITENOUR
Page 1

This is Ed Holsopple at February 28, 2000, at [REDACTED] in Greensburg interviewing Mr. Ryan Ritenour concerning an incident that occurred on or about February 24, 2000.

Q. Ryan Ritenour do you understand this interview is being recorded?

A. Yes.

Q. Do I have your permission to record the interview?

A. Yes.

Q. Give your full name and spell your last name?

A. Ryan Todd Ritenour, R-I-T-E-N-O-U-R.

Q. Date of birth?

A. [REDACTED]

Q. Address?

A. [REDACTED] South Conneltsville.

Q. Are you married Mr. Ritenour?

A. Yes.

Q. Are you employed?

A. Yes.

Q. Where and in what capacity?

A. Century Motors RV.

Q. What's your position?

A. Service technician.

RE [REDACTED]
CLAIM NO. : FF [REDACTED]
STATEMENT : RYAN RITENOUR
Page 2

Q. And how long have you been employed?

A. Since February 1st.

Q. Describe your background Ryan as far as training goes?

A. I went to some motor home schools, I've been to the plant before. I've worked at
....Camper Sales for 4-1/2 years before coming here.

Q. Do you recall the date and time this fire occurred?

A. Not specifics, I believe it happened Thursday morning.

Q. Would that have been the 24th?

A. Yes.

Q. And where were you at that time?

A. Coming to work at eight o'clock, I didn't know anything until I got here, I start at 8:30.

Q. That's how you first learned when you...?

A. Yes, when I drove up and saw that it was smoke.

Q. When is the last time at the garage service department garage?

A. Five o'clock Wednesday, February 23rd.

Q. And who was with you at that time?

A. Tom and Bernie.

Q. Do you have keys to the service department garage?

A. No.

Q. Who has those keys?

A. Tom.

Q. When you left on Wednesday the 23rd to the best of your knowledge was the building locked?

A. Yes.

Q. Who locked it?

A. There's several different doors, Bernie does half of them, Tom does the other half I do believe.

Q. Do you know what caused this fire Ryan?

A. No.

Q. There's damages to the building as a result of the fire correct?

A. Correct.

Q. Do you know where the fire originated? Not saying what caused it, but do you know where the fire came from?

A. I talked to the fire marshal because I know him.

Q. And what did he tell you?

A. In the motor home.

Q. What motor home was that?

A. The Starlight, a 2000 model.

Q. How are you familiar with that particular unit, in other words, tell me everything you did to that unit?

A. It was Wednesday afternoon (inaudible) any unit considering the stove the furnace, the hot water tank and the refrigerator.

Q. Where was that unit when you did that?

A. Inside the building.

Q. Inside the building. Who put the vehicle into the building?

A. I believe I did.

Q. Do you know when you did that?

A. Sometime early Wednesday afternoon.

Q. Did you pull it in or back it in?

A. Pulled in.

Q. And you described that you just checked the appliances.

A. Correct.

Q. And those appliances you just described how are they fueled?

A. Propane.

Q. Any other source, can they be run off of electricity also?

A. No. They are propane fueled.

Q. And did you check each one of those appliances individually?

A. Yes.

Q. And did you determine if there were any leaks?

A. I determined that there wasn't any, I mean.

Q. How do you do that?

A. You put a micrometer on the gas line at the stove and I believe you set it for 15 minutes to

make sure there's a certain kind of pressure coming out. And if the pressure reduces that means we have a gas leak.

Q. Did the pressure reduce at any time when you were doing that test?

A. Not when the test was done.

Q. Who else would assist you?

A. Bernie.

Q. So early afternoon you pulled the vehicle in and you begin conducting these tests, was there any external power source hooked up to that particular Starlight 2000, was there any particular outside power source for example extension cord and a battery charger or anything like that hooked up to the unit.

A. Like I said, I did not know that the power cord was plugged in, they tell me they unplugged it before we left. As far as I know it was still on when I was checking the appliances.

Q. You indicated the refrigerator, did you test that specifically for leaks or to see if it was working properly?

A. I tried to see if it was working properly, I didn't check for leaks.

Q. Was it working properly?

A. In my opinion, yes.

Q. And describe what you did to ignite that power source or the fuel source to that?

A. To ignite your refrigerator it was on the inside of the unit, you know you push the gas button in and you spark it until it lights.

Q. Did it light?

A. Yes, it has a meter on it plus I visually went around and took the panel off to make sure I had a good clean flame.

Q. Describe the flame?

A. It was a blue pilot light.

Q. What about the other particular appliances for example you mentioned a hot water heater?

A. Right, it's automatic ignite. It has it's own spark, but it's automatic, just sit inside and you can actually hear it come on.

Q. Do you know what time you turned the pilot on to the refrigerator?

A. Later part of the afternoon, specifics maybe 3:00 or 4:00 o'clock sometime, I don't know.

Q. When you left that day Ryan, did you turn the pilot light off?

A. No.

Q. Is it normal to do that to leave it running?

A. I've done it plenty of times before and never had a problem with that.

Q. Were you trained, I mean is there anything as far as training, did they say it was okay to leave it on or did they say no, you should always turn it off?

A. They never said because a motor home travel down the road to keep the refrigerator cold it's usually running off this pilot light anyway.

Q. So it's normal to, in your case you were testing this vehicle or prepping it and just wanted to, I don't want to put words in your mouth, why did you leave it on?

A. To make sure the cooling unit got cold through the propane, make sure it's pulling on electric and make sure it's pulling on propane. You do not want a customer to have it and first time out it doesn't work.

Q. We talked about the refrigerator and we talked about the hot water heater, what about the stove?

A. You have to light that automatically, you have to light a match, I have a lighter, I light that.

Q. Did it work properly?

A. Um hum.

Q. All burners?

A. It had two burners.

Q. How about the microwave?

A. Electric.

Q. Did that work properly?

A. I didn't test it.

Q. What other electrical appliances are there?

A. TV/VCR.

Q. Did they work?

A. Yes, I checked those.

Q. How about the lights?

A. They worked but I didn't check them but I know they worked, they had to be on for me to check most of my stuff you know what I mean.

Q. As far as the propane to fuel appliances we talked about the refrigerator, stove and hot water heater, what else?

A. The furnace.

Q. Tell me about the furnace?

A. It was running, it was probably one of the first thingsit draws the most propane. That and the stove top. I run it for, I don't know, I'd say probably 10 minutes to try to burn the newness out of it and shut it off.

Q. The propane tank to this unit is it attached to the unit from the outside?

A. Yes.

Q. And is that the tank that was actually fueling your test, in other words you weren't using an outside tank?

A. Right.

Q. It was the source and this is the tank that is provided to that particular unit?

A. Correct.

Q. Was that full to the best of your knowledge?

A. Yes.

Q. Was that tested?

A. Um.

Q. Is it full when you get it Ryan or?

A. When we get it we fill it up, it has an overflow in it, pressurizes off the overflow.

Q. When do you believe that unit was delivered?

A. Sometime earlier in the week I believe.

Q. Do you know specifically? How many deliveries do you get a week?

A. I don't know, I've only been here three weeks, I really don't know.

Q. In your opinion what was the cause of the fire?

A. It looks like it came from the refrigerator or that converter power source that's there, I mean looking at it those are the only two things that are there.

Q. What is the converter power source?

RE : [REDACTED]
CLAIM NO. : EF [REDACTED]
STATEMENT : RYAN RITENOUR
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A. It's a 12 volt convertor to take electric and make it 12 volt....

Q. And what is that used for, the electrical appliances?

A. Right. That's when you plug in the electric instead of draining the battery, it converts it to 12 volts.

Q. Was that 12 volt convertor tested?

A. No.

Q. And why?

A. Didn't get to it pretty much, I mean like I said we put it in the afternoon and we didn't get to check everything.

Q. Was that charging at the time?

A. Like I said, I don't know if it was plugged in at the time.

Q. Did you intentionally set this fire?

A. No.

Q. Did either of your co-workers intentionally set the fire?

A. To the best of my knowledge I don't think so.

Q. In the short time that you've worked here Ryan did you ever have any fires here before?

A. No.

Q. Did you lose any personal property as a result of this fire?

A. I'd say some things, I don't have a full tally on it but I'd say some things.

Q. You are preparing a list of your damages?

A. Yeah, I waited until you checked, I didn't get to do it.

RE [REDACTED]
CLAIM NO. : FF [REDACTED]
STATEMENT : RYAN RITENOUR
Page 10

Q. Ryan Ritenour have you understood all the questions?

A. Yes I have.

Q. Do you acknowledge that the information given in this interview is true and correct to the best of your knowledge?

B. Yes..

Q. Do you understand that the interview has been recorded?

A. Yes.

Count
427064

RE [REDACTED]
CLAIM NO. : FF 52318246
STATEMENT : HUDAK
Page 1

This is Ed Holsopple at February 28, 2000, it is now approximately 9:47 a.m. I'm at 1206 South Main Street in Greensburg interviewing Mr. Thomas Hudak concerning an incident that occurred on or about February 24, 2000.

Q. Thomas Hudak do you understand this interview is being recorded?

A. Yes.

Q. Do I have your permission to record the interview?

A. Yes.

Q. Give your full name and spell your last name?

A. Thomas A. Hudak. H-U-D-A-K.

Q. Date of birth?

A. [REDACTED]

Q. Address?

A. [REDACTED] Latrobe, PA 1 [REDACTED]

Q. You are Mr. Hudak?

A. Yes.

Q. Your wife's name?

A. [REDACTED]

Q. Are you employed?

A. Yes.

Q. In what capacity and where?

A. Century Motors RV Center, RV technician.

RE : [REDACTED]
CLAIM NO. : FF [REDACTED]
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Q. How long have you been employed there?

A. Since 1982. 17 years.

Q. Do you have any certifications or education specifically designed to your position?

A. I went to Coachman Training Seminars two times and also ...Refrigeration. There's a couple more but it's been a long time in between.

Q. What's the address at your employer?

A. 1206 South Main?

Q. And that's where we're at today?

A. Yes.

Q. Do you recall the date and time this fire occurred?

A. Sometime on February 24th, 2000 early AM.

Q. Where were you at that time?

A. I was home getting ready to come to work.

Q. When did you first learn about the fire?

A. About 7:30 on the 24th, my dad called me and said he heard it on the radio and after that my wife called me from where she works at and told me she heard about it.

Q. Okay. And then did you come to work?

A. Yes.

Q. What time did you arrive here?

A. About ten to 8:00, February 24th.

Q. And at that time was the fire still going on?

RE : [REDACTED]
CLAIM NO. : FF [REDACTED]
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A. It was just about out, there was the fire companies were still there with the trucks but they were getting ready to take them out then.

Q. Do you know what the cause of the fire was Thomas?

A. Not a 100 percent sure it looks like some way the refrigerator malfunctioned and it foliated(sp).

Q. And was this a specific vehicle that you are referring to?

A. Yes, it was a 2000 Starcraft.

Q. And who owned that vehicle?

A. Century Motors.

Q. Did you have any involvement with that year 2000 Starcraft.

A. Well yeah I did some of the work on it, some of the warranty work.

Q. When did you begin work on it?

A. I took it for a road test it was before lunch time on the 23rd, put gasoline in it, took it down the highway to make sure it drove okay, steered okay.

Q. What did you do next?

A. I parked it and I had to work on something else.

Q. Where did you park it?

A. Right next to the fire hydrant down by the shop, along the road there.

Q. What happened to that particular unit next after you parked it?

A. The other guys they put it in the shop and started servicing it.

Q. Who are the other guys?

A. Bernie and Ryan.

Q. And what did they do when you say servicing it?

A. Well check all the systems, electrical, water, ...check the cabinet doors and all the appliances, air conditioner, microwave.

Q. Is this a normal procedure Thomas?

A. Yes.

Q. Are Bernie and Ryan qualified to do this certification?

A. Yes.

Q. When is the last time anyone worked on the vehicle on the 23rd?

A. It was late in the afternoon I would say probably at least probably about 4:30 best I remember.

Q. Did you have any involvement with that vehicle after you parked it outside the shop on the 23rd by the fire hydrant?

A. Yeah, I came in and helped them out a little bit, I fixed, there was a screen door that was broke on it. That's about, you know, really all I did as far as repairing anything.

Q. To the best of your knowledge were they working, when you left the vehicle on the 23rd were there any electrical cords or anything hooked up to that vehicle?

A. (Inaudible)

Q. Were you supplying electric or power to that vehicle from an external source of any type?

A. I can't say for sure if it was unplugged from the wall, Bernie said he thought he had unplugged it and turned the battery disconnect off but I can't say for sure myself.

Q. What about the refrigerator itself do you know how that is fueled?

A. Yeah, it's an exurgent (sp) type refrigerator. There was chemicals in a cooling ...when

you apply heat to them circulate.

Q. And is this electrical power or...?

A. It's a three way unit.

Q. Describe that please?

A. which will keep the toilets and the cooling unit and also you can run it on LP gas which will do the same thing, basically boils the chemicals there and they circulate through the cooling unit.

Q. And was that, was the LP unit hooked up, I mean was it, to the best of your knowledge when business closed on the 23rd what time was the last person there, do you know?

A. Five o'clock, we all left at the same time.

Q. Was anything left on at that time with regards to the refrigerator?

A. Yeah, the refrigerator was left on.

Q. When you say left on how do you mean that, do you mean electrically or with the LP gas?

A. On LP gas it was running.

Q. And how do you ignite that LP gas system?

A. This particular model had a ignitors, something similar to what's on a gas grill, you snap a button and it creates a spark and that ignites the burner on it.

Q. All right, to the best of your knowledge, who ignited that?

A. Ryan.

Q. Okay. To the best of your knowledge was that particular unit tested for leaks?

A. Yes. We use aon there to do a pressure test on the system.

Q. And who tested it?

A. Ryan did.

Q. How many batteries are there to that unit?

A. One chassis and one RV battery.

Q. Were those charged?

A. Yeah, there was voltage in both of them.

Q. And they were checked?

A. We usually don't do nothing with the chassis battery, basically what we do, we'll throw a volt meter on that you know just to make sure it's putting out 14.2 volts from the alternator then there's also a selenoid that charges the RV battery and we put a volt meter on there to test that and make sure it's charging.

Q. Where is the charge on that battery, in other words, where do you determine it?

A. It's coming from the alternator when the engine is running and there's also, when you're plugged in to 110 there's a power converter in the motor which is usually like a 3M charger they put in, the smaller charger.

Q. What about the refrigerator, describe the maintenance that is necessary for that, do you have to supply it with any coolants or anything like that?

A. No, it's a sealed unit.

Q. Okay. Do you recall any particular problems with that unit as far as the refrigerator cycle goes?

A. No, huh uh. Generally those refrigerators they have to at least run between 4 to 6 hours in order to determine if they are going to function properly.

Q. And is that what they were doing?

A. Yes.

Q. Overnight, is that normal?

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CLAIM NO. : EF [REDACTED]
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A. Yeah, we always do that with, we make sure there's no leaks and let it run.

Q. How about other lights in the unit were they all working?

A. To the best of my knowledge they were working.

Q. How about other electrical appliances did you or the other two guys check any of the other electrical appliances?

A. Yeah, they should have been checked out. I was like in and out, I was working on a couple different things but they pretty much, on these we check everything to make sure it's working the way it's supposed to.

Q. How about the air conditioning?

A. Yeah, they....to the best of my knowledge I would say it was checked and working okay.

Q. Did you check it?

A. No I didn't check it.

Q. All right let me just ask this question one more time, I'm sure I asked it before but, was the unit plugged in externally, in other words was there some sort of an extension cord running to it and was it plugged in when you left it on the 23rd?

A. I can't say for sure if it was, Bernie said that he did unplug it and turned, there's a battery disconnect, he said he turned it off and I....

Q. When you say he turned it off, did he unplug it or is it a switch?

A. You can unplug the shore line, that's the electric cord that goes, you know, to the receptacle wherever you are plugged in at and there's also a disconnect for the RV battery.

Q. Describe the damages to the building?

A. Damages were very extensive especially to the right side of the building if you are facing the building be to the right side. Basically everything on the left side, there was a trailer there on the far left it took a lot of heat and there was two customer units in the middle of

RE [REDACTED]
CLAIM NO. : FF [REDACTED]
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the building they were also completely destroyed.

Q. What building is this?

A. The service department building.

Q. And that's not where we're at today?

A. No, this is the main office.

Q. Was there computer equipment in the service department building?

A. No.

Q. How about did you have personal tools in there?

A. Yes.

Q. Other personal items?

A. Uh, I had a jacket an Army field jacket.

Q. And you are in the process of completing that list?

A. Yes.

Q. Do you smoke cigarettes?

A. Yes.

Q. Do you feel that in anyway contributed to this fire?

A. No.

Q. Did you ever have a fire there before?

A. Well two times that I can recall we had a motor home out, sitting outside, it was a used motor home and it did catch on fire, it caught on fire in the refrigerator area.

Q. Who pulled that unit into the garage?

A. I believe Ryan did.

Q. Can you describe where it was parked?

A. It was in the right side bay if you are facing the...

Q. Okay and that right side bay is controlled by an overhead garage door, correct?

A. Yes it is.

Q. And was that an electrical overhead garage door?

A. Yes. There was electrical motor lifts it and closes it.

Q. Do you have keys to that building?

A. Yes I do.

Q. Does anyone else?

A. As far as anybody else that works here no, I'm the only one that has a key.

Q. In your opinion Thomas, what was the cause of the fire?

A. From what I could see from looking at the motor home I would say mostly like the cooling unit may have ruptured on it, the chemicals in it are highly flammable and it would spray into where the fire ...where the refrigerator is it's just like putting a pressurized fuel like into a fire.

Q. Could you describe what it ruptured from?

A. No, I haven't really gotten close enough to look at it. There's tubes on there and all it takes is a real small crack in one of those tubes since there is very high pressure in them.

Q. Do you feel that there is anything that you or your other employees did that would have caused this rupture or caused the fire?

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A. No.

Q. Did you intentionally set the fire?

A. No.

Q. Did any of your other employees do that?

A. No.

Q. Do you supervise these other two guys?

A. Yes.

Q. Is there anything you would like to add Thomas?

A. No, not that I can really think of.

Q. Thomas have you understood all the questions?

A. Yes I have.

Q. Do you acknowledge that the information given in this interview is true and correct to the best of your knowledge?

A. Yes it is.

Q. Do you understand that the interview has been recorded?

A. Yes I do.

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY,
PENNSYLVANIA



CIVIL DIVISION

No: 1243 of 2002

Plaintiffs,

v.

COMPLAINT

COACHMEN INDUSTRIES, INC.;
DYNAMAX CORPORATION;
FORD MOTOR COMPANY;
DOMETIC CORPORATION; and
MARSHALL GAS CONTROLS,

Filed on behalf of:
Plaintiffs, Orsini Enterprises, Inc.
d/b/a Century Motors R.V. Center and
John and Donna Orsini

Defendants.

Counsel of record for this Party:

Paul K. Geer, Esquire
PA ID NO. 27675

Jason A. Mitchell, Esquire
PA ID NO. 85148

DiBella & Gear, P.C.
Firm ID NO. 099

312 Boulevard of the Allies
Third Floor
Pittsburgh, PA 15222
(412) 261-2900

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE
WESTMORELAND COUNTY
129 NORTH PENNSYLVANIA AVENUE
GREENSBURG, PA 15601
(724) 834-8490

COMPLAINT

AND NOW, comes [REDACTED]

R.V. CENTER and [REDACTED] (hereinafter collectively referred to as [REDACTED] by and through their counsel, DiBELLA & GEER, P.C., Paul K. Geer, Esquire and Jason A. Mitchell, Esquire, and files the within Complaint, averring as follows:

1. At all times relevant hereto, Plaintiff [REDACTED] CENTURY MOTORS R.V. CENTER was a corporation doing business in Westmoreland County with a principal place of business located at 1206 South Main Street, Greensburg, Pennsylvania 15601; and was in the business of selling motor homes and recreational vehicles.

2. At all times relevant hereto, Plaintiffs [REDACTED] were adult individuals and were the sole shareholders and officers of Plaintiff [REDACTED] ENTERPRISES, INC., d/b/a CENTURYT MOTORS R.V. CENTER.

3. At all relevant times hereto, Plaintiffs [REDACTED] owned the real and personal property located at [REDACTED] Greensburg, Pennsylvania 15601.

4. At all relevant times hereto, Defendant COACHMEN INDUSTRIES, INC. (hereinafter "Defendant Coachmen") was an Indiana Corporation with a principal place of business located at 2831 Dexter Drive, Elkhart, Indiana 46515.

5. At all relevant times hereto, Defendant DYNAMAX CORPORATION (hereinafter "Defendant Dynamax") was an Indiana Corporation with a principal place of

business located at 3733 Lexington Park Drive, Elkhart, Indiana 46515, and/or 55470 County Road 1, Elkhart, Indiana 46515.

6. At all relevant times hereto, Defendant FORD MOTOR COMPANY (hereinafter "Defendant Ford") was a Delaware Corporation with a principal place of business located at The American Road, Dearborn, Michigan 48121.

7. At all relevant times hereto, Defendant DOMETIC CORPORATION (hereinafter "Defendant Dometic") was an Indiana Corporation with a principal place of business located at 509 S. Poplar Street, LaGrange, Indiana 46761.

8. At all relevant times hereto, Defendant MARSHALL GAS CONTROLS (hereinafter "Defendant Marshall") was a Texas Corporation with a principal place of business located at 1000 Civic Center Loop, San Marcos, Texas 78866.

9. Defendants Coachmen, Dynamax and Ford design, manufacture, assemble and sell automobiles and recreational vehicles for worldwide distribution and sale, including the Commonwealth of Pennsylvania.

10. Defendants Coachmen, Dynamax and/or Ford designed, manufactured, assembled and/or sold the year 2000 Coachmen Starflyte Motor Home - "L" Dinette, a Class C recreational vehicle (hereinafter "the Subject Motor Home").

11. The Subject Motor Home's VIN number for the chassis was 1FDWE35S8Y[REDACTED] and the VIN number for the conversion was 1MWB00408Y8[REDACTED]

12. Defendant Dometic designs, manufactures, assembles and sells refrigeration units and components for integration into recreational vehicles for worldwide distribution and sale, including the Commonwealth of Pennsylvania.

13. Defendant Marshall designs, manufactures, and sells component parts such as flexible rubber type hosing for the use in propane refrigeration units and makes its products available for worldwide distribution and sale, including the Commonwealth of Pennsylvania.

14. Defendant Dometic designed and/or manufactured refrigerator model number [REDACTED] hereinafter the "Subject Refrigerator").

15. Defendant Marshall designed, manufactured and sold a flexible rubber type-hosing, model B6 rated for use with L.P. gas at a maximum pressure of 1 P.S.I. (pounds per square inch) (hereinafter referred to as the "subject rubber hosing").

16. In the design and manufacture of the Subject Refrigerator, Defendants Dometic, Coachmen, Ford and/or Dynamax, utilized and incorporated the model B6 rubber hosing that was designed and manufactured by Defendant Marshall to connect the propane supply system to the Subject Refrigerator.

17. In the design and manufacture of the Subject Motor Home, Defendants Coachmen, Dynamax and/or Ford utilized and installed the Subject Refrigerator and the Subject Rubber Hose into the Subject Motor Home.

18. The Subject Motor Home was sold to [REDACTED] by Defendants Coachmen, Dynamax and/or Ford.

19. [REDACTED] correctly utilized the Subject Motor Home and the Subject Refrigerator, and made no alterations thereto.

20. Defendants Coachmen, Dynamax, and/or Ford failed to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures.

21. On or about February 24, 2000, a malfunction occurred in the refrigeration unit designed, manufactured and sold by Defendant Dometic and/or the rubber hosing designed, manufactured and sold by Defendant Marshall that was incorporated into the Subject Motor Home that was designed, manufactured and sold by Defendants Coachmen, Dynamax and Ford, resulting in a fire (hereinafter the "subject fire").

22. The subject fire resulted in the following damage to Plaintiffs' property – total destruction of four recreational vehicles/motor homes that were housed in the same structure as the subject motor home, specifically, the subject motor home, a 1999 Coachmen Catalina 300 TBS Travel Trailer, a 1985 Starcraft camping trailer, and a 1978 Sunnybrook 15 foot trailer.

23. Additionally, the subject fire resulted in extensive damage to the structure owned by Plaintiffs that housed the subject motor home at the time of the fire.

24. The above-described damages resulting from the subject fire were in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT I [REDACTED]

PRODUCTS LIABILITY / STRICT LIABILITY

25. Plaintiff incorporates Paragraphs 1 through 24 herein by reference.

26. Defendant Coachmen placed the Subject Motor Home (and its components – i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing) into the stream of commerce for sale and distribution to consumers worldwide, including the Commonwealth of Pennsylvania.

27. There was a design and/or manufacturing defect and/or malfunction in the Subject Motor Home, or in a component of the Subject Motor Home (i.e., the Subject

Refrigerator containing and incorporating the heretofore mentioned rubber hosing), that was unreasonably dangerous to the user when it left the possession and control of Defendant Coachmen.

28. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect in the Subject Motor Home, or in a component of the Subject Motor Home (i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing), or by a malfunction in the Subject Motor Home, or in a component of the Subject Motor Home, that was designed, manufactured, distributed and sold by Defendant Coachmen.

29. Defendant Coachmen failed to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures; therefore, Plaintiffs were required to use the same "dealer preparation" procedures that it had used in the past with similar motor homes/recreational vehicles sold to them by this defendant.

30. The damage to Plaintiffs' property was caused by this failure to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures.

31. The use of the Subject Motor Home and Subject Refrigerator were in their ordinary capacity and in a manner that was foreseeable by Defendant Coachman, and the above referenced product reached the ultimate user, herein Plaintiff, without substantial change to the condition it was in when it left this Defendant's possession.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant Coachman in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

PRODUCTS LIABILITY / STRICT LIABILITY

32. Plaintiff incorporates Paragraphs 1 through 31 herein by reference.

33. Defendant Dynamax placed the Subject Motor Home (and its components – i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing) into the stream of commerce for sale and distribution to consumers worldwide, including the Commonwealth of Pennsylvania.

34. There was a design and/or manufacturing defect and/or malfunction in the Subject Motor Home, or in a component of the Subject Motor Home (i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing), that was unreasonably dangerous to the user when it left the possession and control of Defendant Dynamax.

35. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect in the Subject Motor Home, or in a component of the Subject Motor Home (i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing), or by a malfunction in the Subject Motor Home, or in a component of the Subject Motor Home, that was designed, manufactured, distributed and sold by Defendant Dynamax.

36. Defendant Dynamax failed to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures; therefore, Plaintiffs were required to use the same "dealer preparation" procedures that it had used in the past with similar motor homes/recreational vehicles sold to them by this defendant.

37. The damage to Plaintiffs' property was caused by this failure to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures.

38. The use of the Subject Motor Home and Subject Refrigerator were in their ordinary capacity and in a manner that was foreseeable by Defendant Dynamax, and the above referenced product reached the ultimate user, herein Plaintiff, without substantial change to the condition it was in when it left this Defendant's possession.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant Dynamax in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT III [REDACTED]

PRODUCTS LIABILITY / STRICT LIABILITY

39. Plaintiff incorporates Paragraphs 1 through 38 herein by reference.

40. Defendant Ford placed the Subject Motor Home (and its components – i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing) into the stream of commerce for sale and distribution to consumers worldwide, including the Commonwealth of Pennsylvania.

41. There was a design and/or manufacturing defect and/or malfunction in the Subject Motor Home, or in a component of the Subject Motor Home (i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing), that was unreasonably dangerous to the user when it left the possession and control of Defendant Ford.

42. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect in the Subject Motor Home, or in a component of the Subject Motor Home (i.e., the Subject Refrigerator containing and incorporating the heretofore mentioned rubber hosing), or by a malfunction in the Subject Motor Home, or in a component of the Subject Motor Home, that was designed, manufactured, distributed and sold by Defendant Ford.

43. Defendant Ford failed to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures; therefore, Plaintiffs were required to use the same "dealer preparation" procedures that it had used in the past with similar motor homes/recreational vehicles sold to them by this defendant.

44. The damage to Plaintiffs' property was caused by this failure to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures.

45. The use of the Subject Motor Home and Subject Refrigerator were in their ordinary capacity and in a manner that was foreseeable by Defendant Ford, and the above referenced product reached the ultimate user, herein Plaintiff, without substantial change to the condition it was in when it left this Defendant's possession.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant Ford in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT IV - [REDACTED]

PRODUCTS LIABILITY / STRICT LIABILITY

46. Plaintiff incorporates Paragraphs 1 through 45 herein by reference.

47. Defendant Dometic placed the Subject Refrigerator (and its components – i.e., the heretofore mentioned rubber hosing) into the stream of commerce for sale and distribution to consumers worldwide, including the Commonwealth of Pennsylvania.

48. There was a design and/or manufacturing defect and/or malfunction in the Subject Refrigerator, or in a component of the Subject Refrigerator (i.e., the heretofore mentioned rubber hosing), that was unreasonably dangerous to the user when it left the possession and control of Defendant Dometic.

49. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect in the Subject Refrigerator, or in a component of the Subject Refrigerator (i.e., the heretofore mentioned rubber hosing), or by a malfunction in the Subject Refrigerator, or in a component of the Subject Refrigerator, which was designed, manufactured, distributed and sold by Defendant Dometic.

50. Defendant Dometic failed to provide Plaintiffs and/or other defendants herein with the proper and usual instructions and/or warnings for "dealer preparation" procedures; therefore, Plaintiffs were required to use the same "dealer preparation" procedures that it had used in the past with similar motor homes/recreational vehicles containing similar refrigeration units sold to them by these defendants.

51. The damage to Plaintiffs' property was caused by this failure to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures.

52. The use of the Subject Motor Home and Subject Refrigerator were in their ordinary capacity and in a manner that was foreseeable by Defendant Dometic, and the

above referenced product reached the ultimate user, herein Plaintiff, without substantial change to the condition it was in when it left this Defendant's possession.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant Domestic in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT V - [REDACTED]

PRODUCTS LIABILITY / STRICT LIABILITY

53. Plaintiff Incorporates Paragraphs 1 through 52 herein by reference:

54. Defendant Marshall placed the subject rubber hosing into the stream of commerce for sale and distribution to consumers worldwide, including the Commonwealth of Pennsylvania.

55. There was a design and/or manufacturing defect and/or malfunction in the subject rubber hosing that was unreasonably dangerous to the user when it left the possession and control of Defendant Marshall.

56. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect in the Subject Refrigerator, or in a component of the Subject Refrigerator (i.e., the heretofore mentioned rubber hosing), or by a malfunction in the Subject Refrigerator, or in a component of the Subject Refrigerator (i.e., the heretofore mentioned rubber hosing), which component rubber hosing was designed, manufactured, distributed and sold by Defendant Marshall.

57. Defendant Marshall failed to provide Plaintiffs and/or other defendants herein with the proper and usual instructions and/or warnings for "dealer preparation" procedures; therefore, Plaintiffs were required to use the same "dealer preparation"

procedures that it had used in the past with similar motor homes/recreational vehicles containing refrigeration units sold to them by these defendants.

58. The damage to Plaintiffs' property was caused by this failure to provide Plaintiffs with the proper and usual instructions and/or warnings for "dealer preparation" procedures.

59. The use of the Subject Motor Home, Subject Refrigerator, and subject rubber hosing were in their ordinary capacity and in a manner that was foreseeable by Defendant Marshall, and the above referenced product reached the ultimate user, herein Plaintiff, without substantial change to the condition it was in when it left this Defendant's possession.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant Marshall in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT VI - [REDACTED]

PRODUCTS LIABILITY / NEGLIGENCE

60. Plaintiff incorporates Paragraphs 1 through 59 herein by reference.

61. Defendant Coachmen is in the business of designing, manufacturing, marketing, distributing and selling recreational vehicles and motor homes such as the subject motor home.

62. The subject motor home, which was designed and manufactured by Defendant Coachmen, contained a design and/or manufacturing defect and/or contained a malfunctioning part.

63. The design and/or manufacturing defect and/or malfunctioning part in the above referenced motor home existed while it was in the possession and control of Defendant Coachmen; the said defect and/or malfunctioning part was unreasonably dangerous to the user.

64. The defect and/or malfunction was a result of Defendant Coachmen's failing to exercise due care and failing to act in accordance with the standard of care required in the design and/or manufacture of the subject motor home.

65. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect and/or the malfunction in the above referenced motor home.

66. Defendant Coachmen failed to include warnings and/or instructions regarding the dealer set-up of the subject motor home; thus Plaintiffs were forced to follow the established protocol that has been used in the past for the dealer set-up of the subject motor home.

67. This failure to include warnings and/or instructions for the dealer set-up of the subject motor home was a result of the negligence of Defendant Coachmen in its failure to exercise due care and failing to act in accordance with the standard of care required.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Coachmen in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT VII—

PRODUCTS LIABILITY / NEGLIGENCE

68. Plaintiff incorporates Paragraphs 1 through 67 herein by reference.

69. Defendant Dynamax is in the business of designing, manufacturing, marketing, distributing and selling recreational vehicles and motor homes such as the subject motor home.

70. The subject motor home, which was designed and manufactured by Defendant Dynamax, contained a design and/or manufacturing defect and/or contained a malfunctioning part.

71. The design and/or manufacturing defect and/or malfunctioning part in the above referenced motor home existed while it was in the possession and control of Defendant Dynamax, the said defect and/or malfunctioning part was unreasonably dangerous to the user.

72. The defect and/or malfunction was a result of Defendant Dynamax's failing to exercise due care and failing to act in accordance with the standard of care required in the design and/or manufacture of the subject motor home.

73. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect and/or the malfunction in the above referenced motor home.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Dynamax in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT VIII [REDACTED]

PRODUCTS LIABILITY / NEGLIGENCE

74. Plaintiff incorporates Paragraphs 1 through 73 herein by reference.

75. Defendant Ford is in the business of designing, manufacturing, marketing, distributing and selling recreational vehicles and motor homes such as the subject motor home.

76. The subject motor home, which was designed and manufactured by Defendant Ford, contained a design and/or manufacturing defect and/or contained a malfunctioning part.

77. The design and/or manufacturing defect and/or malfunctioning part in the above referenced motor home existed while it was in the possession and control of Defendant Ford; the said defect and/or malfunctioning part was unreasonably dangerous to the user.

78. The defect and/or malfunction was a result of Defendant Ford's failing to exercise due care and failing to act in accordance with the standard of care required in the design and/or manufacture of the subject motor home.

79. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect and/or the malfunction in the above referenced motor home.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Ford in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT IX - [REDACTED]

PRODUCTS LIABILITY / NEGLIGENCE

80. Plaintiff incorporates Paragraphs 1 through 79 herein by reference.

81. Defendant Dometic is in the business of designing, manufacturing, marketing, distributing and selling refrigeration units such as the subject refrigerator that was incorporated into the subject motor home.

82. The subject refrigerator, which was designed and manufactured by Defendant Dometic, contained a design and/or manufacturing defect and/or contained a malfunctioning part.

83. The design and/or manufacturing defect and/or malfunctioning part in the above referenced refrigerator existed while it was in the possession and control of Defendant Dometic; the said defect and/or malfunctioning part was unreasonably dangerous to the user.

84. The defect and/or malfunction was a result of Defendant Dometic's failing to exercise due care and failing to act in accordance with the standard of care required in the design and/or manufacture of the subject motor home.

85. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect and/or the malfunction in the above referenced refrigerator.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Dometic in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT X - [REDACTED]

PRODUCTS LIABILITY / NEGLIGENCE

86. Plaintiff incorporates Paragraphs 1 through 85 herein by reference.

87. Defendant Marshall is in the business of designing, manufacturing, marketing, distributing and selling rubber type hosing for the transfer of natural gas such as the subject rubber hosing that was incorporated into the subject refrigerator.

88. The subject rubber hosing, which was designed and manufactured by Defendant Marshall, contained a design and/or manufacturing defect and/or contained a malfunctioning part.

89. The design and/or manufacturing defect and/or malfunctioning part in the above referenced rubber hosing existed while it was in the possession and control of Defendant Marshall; the said defect and/or malfunctioning part was unreasonably dangerous to the user.

90. The defect and/or malfunction was a result of Defendant Marshall's failing to exercise due care and failing to act in accordance with the standard of care required in the design and/or manufacture of the subject rubber hosing.

91. The damage to Plaintiffs' property was caused by the design and/or manufacturing defect and/or the malfunction in the above referenced rubber hosing.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Marshall in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XI - [REDACTED]

BREACH OF IMPLIED WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE

92. Plaintiff incorporates Paragraphs 1 through 91 herein by reference.

93. Defendant Coachmen know of the particular purposes for which buyers purchase items such as the subject motor home, and, specifically, Defendant Coachmen knew of the particular purpose for which a buyer would purchase the subject motor home, the year 2000 Coachmen Starflyte Motor Home — "L" Dinette, a Class C recreational vehicle.

94. Defendant Coachmen knew that purchasers would rely on its skills and judgments to furnish proper and safe goods, such as the subject motor home.

95. Therefore, Defendant Coachmen has impliedly warranted to all purchasers that products such as the subject motor home are fit to be used for a particular purpose.

96. Specifically, Defendant Coachmen has impliedly warranted to the ultimate purchaser, the Plaintiffs herein, that the subject motor home was fit to be used for a particular purpose.

97. Plaintiffs used the subject motor home for the particular purpose that Defendant Coachmen intended and knew.

98. Because the subject motor home malfunctioned while being used for the particular purpose for which it was known and intended, causing significant damage to Plaintiffs' property, Defendant Coachmen breached its implied warranty of fitness for a particular purposes.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Coachmen in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XII — [REDACTED]

BREACH OF IMPLIED WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE

99. Plaintiff incorporates Paragraphs 1 through 98 herein by reference.

100. Defendant Dynamax knew of the particular purposes for which buyers purchase items such as the subject motor home, and, specifically, Defendant Dynamax knew of the particular purpose for which a buyer would purchase the subject motor home, the year 2000 Coachmen Starflyte Motor Home – "L" Dinette, a Class C recreational vehicle.

101. Defendant Dynamax knew that purchasers would rely on its skills and judgments to furnish proper and safe goods, such as the subject motor home.

102. Therefore, Defendant Dynamax has impliedly warranted to all purchasers that products such as the subject motor home are fit to be used for a particular purpose.

103. Specifically, Defendant Dynamax has impliedly warranted to the ultimate purchaser, the Plaintiffs herein, that the subject motor home was fit to be used for a particular purpose.

104. Plaintiffs used the subject motor home for the particular purpose that Defendant Dynamax intended and knew.

105. Because the subject motor home malfunctioned while being used for the particular purpose for which it was known and intended, causing significant damage to Plaintiffs' property, Defendant Dynamax breached its implied warranty of fitness for a particular purposes.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Dynamax in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XIII - [REDACTED]

BREACH OF IMPLIED WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE

106. Plaintiff incorporates Paragraphs 1 through 105 herein by reference.

107. Defendant Ford knew of the particular purposes for which buyers purchase items such as the subject motor home, and, specifically, Defendant Ford knew of the particular purpose for which a buyer would purchase the subject motor home, the year 2000 Coachmen Starflyte Motor Home - "L" Dinette, a Class C recreational vehicle.

108. Defendant Ford knew that purchasers would rely on its skills and judgments to furnish proper and safe goods, such as the subject motor home.

109. Therefore, Defendant Ford has impliedly warranted to all purchasers that products such as the subject motor home are fit to be used for a particular purpose.

110. Specifically, Defendant Ford has impliedly warranted to the ultimate purchaser, the Plaintiffs herein, that the subject motor home was fit to be used for a particular purpose.

111. Plaintiffs used the subject motor home for the particular purpose that Defendant Ford intended and knew.

112. Because the subject motor home malfunctioned while being used for the particular purpose for which it was known and intended, causing significant damage to

Plaintiffs' property, Defendant Ford breached its implied warranty of fitness for a particular purpose.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Ford in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XIV -

BREACH OF IMPLIED WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE

113. Plaintiff incorporates Paragraphs 1 through 112 herein by reference.

114. Defendant Dometic knew of the particular purposes for which buyers purchase items such as the subject refrigerator and motor home, and, specifically, Defendant Dometic knew of the particular purpose for which a buyer would purchase the subject refrigerator - model number RM2333, and the subject motor home, the year 2000 Coachmen Starflyte Motor Home - "L" Dinette, a Class C recreational vehicle (which incorporates the subject refrigerator).

115. Defendant Dometic knew that purchasers would rely on its skills and judgments to furnish proper and safe goods, such as the subject refrigerator.

116. Therefore, Defendant Dometic has impliedly warranted to all purchasers that products such as the subject motor home are fit to be used for a particular purpose.

117. Specifically, Defendant Dometic has impliedly warranted to the ultimate purchaser, the Plaintiffs herein, that the subject refrigerator was fit to be used for a particular purpose.

118. Plaintiffs used the subject motor home and the subject refrigerator for the particular purpose that Defendant Dometic intended and knew.

119. Because the subject motor home and/or refrigerator malfunctioned while being used for the particular purpose for which it was known and intended, causing significant damage to Plaintiffs' property, Defendant Dometic breached its implied warranty of fitness for a particular purpose.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Dometic in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XV - [REDACTED]

BREACH OF IMPLIED WARRANTY OF FITNESS

FOR A PARTICULAR PURPOSE

120. Plaintiff incorporates Paragraphs 1 through 119 herein by reference.

121. Defendant Marshall knew of the particular purposes for which buyers purchase items such as the subject refrigerator, motor home, which incorporated the subject rubber hosing, and, specifically, Defendant Marshall knew of the particular purpose for which a buyer would purchase the subject rubber hosing (model 86), the subject refrigerator (model number RM2333 - which incorporates the subject rubber hosing), and the subject motor home, the year 2000 Coachmen Starflyte Motor Home - "L" Dinette, a Class C recreational vehicle (which incorporates the subject refrigerator).

122. Defendant Marshall knew that purchasers would rely on its skills and judgments to furnish proper and safe goods, such as the subject rubber hosing.

123. Therefore, Defendant Marshall has impliedly warranted to all purchasers that products such as the subject motor home are fit to be used for a particular purpose.

124. Specifically, Defendant Marshall has impliedly warranted to the ultimate purchaser, the Plaintiffs herein, that the subject rubber hosing was fit to be used for a particular purpose.

125. Plaintiffs used the subject motor home, the subject refrigerator, and the subject rubber hosing for the particular purpose that Defendant Marshall intended and knew.

126. Because the subject motor home, refrigerator, and/or rubber hosing malfunctioned while being used for the particular purpose for which it was known and intended, causing significant damage to Plaintiffs' property, Defendant Marshall breached its implied warranty of fitness for a particular purposes.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Marshall in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XVI - [REDACTED]

NEGLIGENCE

127. Plaintiff incorporates Paragraphs 1 through 126 herein by reference.

128. Defendant Coachmen had a duty to provide a safe motor home/recreational vehicle, which was free from defects, into the stream of commerce and to utilize and incorporate safe component parts that were also free from defects.

129. Defendant Coachmen breached this duty and was negligent in the following manner:

- a. by placing a defective motor home into the stream of commerce, which motor home ended up in the possession of Plaintiffs;
- b. by failing to provide adequate instructions and/or warnings as to the standard and necessary "dealer preparation" of the vehicle;
- c. by utilizing and/or incorporating substandard and/or defective component parts in the subject motor home;
- d. by failing to warn Plaintiffs of the dangers of the utilization of the subject motor home and/or its component parts;
- e. by failing to provide to Plaintiffs a safe and operational motor home.

130. The above negligence directly and approximately caused Plaintiffs to suffer the damages as outlined earlier in this Complaint, and which damages are incorporated herein by reference, in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Coachmen in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XVII -

NEGLIGENCE

131. Plaintiff incorporates Paragraphs 1 through 130 herein by reference.

132. Defendant Dynamax had a duty to provide a safe motor home/recreational vehicle, which was free from defects, into the stream of commerce and to utilize and incorporate safe component parts that were also free from defects.

133. Defendant Dynamax breached this duty and was negligent in the following manner:

- a. by placing a defective motor home into the stream of commerce, which motor home ended up in the possession of Plaintiffs;
- b. by failing to provide adequate instructions and/or warnings as to the standard and necessary "dealer preparation" of the vehicle;
- c. by utilizing and/or incorporating substandard and/or defective component parts in the subject motor home;

- d. by failing to warn Plaintiffs of the dangers of the utilization of the subject motor home and/or its component parts;
- e. by failing to provide to Plaintiffs a safe and operational motor home.

134. The above negligence directly and approximately caused Plaintiffs to suffer the damages as outlined earlier in this Complaint, and which damages are incorporated herein by reference, in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Dynamax in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XVIII -

NEGLIGENCE

135. Plaintiff incorporates Paragraphs 1 through 134 herein by reference.

136. Defendant Ford had a duty to provide a safe motor home/recreational vehicle, that was free from defects, into the stream of commerce and to utilize and incorporate safe component parts that were also free from defects.

137. Defendant Ford breached this duty and was negligent in the following manner:

- a. by placing a defective motor home into the stream of commerce, which motor home ended up in the possession of Plaintiffs;
- b. by failing to provide adequate instructions and/or warnings as to the standard and necessary "dealer preparation" of the vehicle;
- c. by utilizing and/or incorporating substandard and/or defective component parts in the subject motor home;
- d. by failing to warn Plaintiffs of the dangers of the utilization of the subject motor home and/or its component parts;
- e. by failing to provide to Plaintiffs a safe and operational motor home.

138. The above negligence directly and approximately caused Plaintiffs to suffer the damages as outlined earlier in this Complaint, and which damages are incorporated herein by reference, in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Ford in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XIX - [REDACTED]

NEGLIGENCE

139. Plaintiff incorporates Paragraphs 1 through 138 herein by reference.

140. Defendant Dometic had a duty to provide a safe refrigeration unit, which was free from defects, into the stream of commerce and to utilize and incorporate safe component parts that were also free from defects.

141. Defendant Dometic breached this duty and was negligent in the following manner:

- a. by placing a defective refrigeration unit into the stream of commerce, which refrigeration unit ended up in the possession of certain of these defendants, for use in the production of the subject motor home, and/or Plaintiffs;
- b. by failing to provide adequate instructions and/or warnings as to the standard and necessary set-up, use and operation of the subject refrigeration unit in the subject motor home;
- c. by utilizing and/or incorporating substandard and/or defective component parts in the subject refrigeration unit;
- d. by failing to warn Plaintiffs of the dangers of the utilization of the subject refrigeration unit and/or its component parts;
- e. by failing to provide to Plaintiffs a safe and operational refrigeration unit.

142. The above negligence directly and approximately caused Plaintiffs to suffer the damages as outlined earlier in this Complaint, and which damages are incorporated herein by reference, in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Dometic in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

COUNT XX -

NEGLIGENCE

143. Plaintiff incorporates Paragraphs 1 through 142 herein by reference.

144. Defendant Marshall had a duty to provide a safe flexible rubber type hosing for the use in propane refrigeration units, which was free from defects, into the stream of commerce.

145. Defendant Marshall breached this duty and was negligent in the following manner:

- a. by placing a defective flexible rubber type hosing for the use in propane refrigeration units into the stream of commerce, which product ended up in the possession of certain of the other defendants, for their use in the production of the subject refrigeration unit and/or motor home, and/or Plaintiffs;
- b. by failing to provide adequate instructions and/or warnings as to the standard and necessary set-up, use and operation of the flexible rubber type hosing for the use in the subject refrigeration unit;
- c. by utilizing and/or incorporating substandard and/or defective parts and/or materials in the subject flexible rubber type hosing for the use in the subject refrigeration unit;
- d. by failing to warn Plaintiffs of the dangers of the utilization of the flexible rubber type hosing for the use in subject refrigeration unit;
- e. by failing to provide to Plaintiffs and/or the other defendants a safe and operational flexible rubber type hosing for the use in the subject refrigeration unit.

146. The above negligence directly and approximately caused Plaintiffs to suffer the damages as outlined earlier in this Complaint, and which damages are incorporated herein by reference, in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in its favor and against Defendant Marshall in an amount in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

JURY TRIAL DEMANDED

Respectfully submitted,

DIBELLA & GEER, P.C.


BY:


Paul K. Geer, Esquire

BY:


Jason A. Mitchell, Esquire

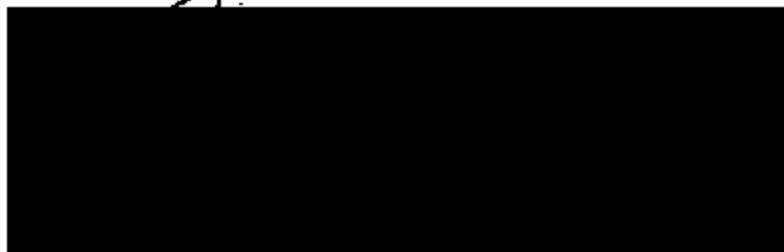
VERIFICATION

 certify that the factual statements contained in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 P.C.S., Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

Date:

APR 12, 02



VERIFICATION

I [REDACTED] certify that the factual statements contained in the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 P.C.S., Section 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

Date: APR 16, 02 [REDACTED]

CERTIFICATE OF SERVICE

I, JASON A. MITCHELL, ESQUIRE, hereby certify that a true and correct copy of the foregoing COMPLAINT was mailed by first class mail, postage prepaid, this 18th day of April, 2002 upon the following:

Stanley A. Winikoff, Esquire
Jones, Gregg, Creehan & Gerace, LLP
1200 Chamber of Commerce Building
411 Seventh Avenue
Pittsburgh, PA 15219
(Attorney for Coachmen Industries, Inc. and Dynamax Corporation)

Frederick W. Bode, III, Esquire
Dickie, McCamey & Chilcote
Two PPG Place, Suite 400
Pittsburgh, PA 15222
(Attorney for Dometic Corporation)

Patrick L. Breen, Associate Counsel
Coachmen Industries, Inc.
2831 Dexter Drive
P.O. Box 3300
Elkhart, IN 46515
(Attorney for Coachmen)

Nancy R. Winschel, Esquire
Dickie, McCamey & Chilcote
Two PPG Place, Suite 400
Pittsburgh, PA 15222
(Attorney for Ford Motor Company)

Bruce A. Moothart, Esquire
Husch & Eppenberger, LLC
1200 Main Street, Suite 1700
Kansas City, MO 64105
(Counsel for Marshall Gas Controls)



Jason A. Mitchell, Esquire
Attorney for Plaintiffs



COMPLETE FIRE AND GENERAL INVESTIGATIONS

ATTORNEY/CLIENT
PRIVILEGED AND CONFIDENTIAL
PREPARED IN ANTICIPATION OF LITIGATION
REPORT NUMBER ONE
July 7, 2003

PREPARED FOR:

Domestic Corporation
CAO Dickie, McCamey & Chilcote
2PPG Place, Suite 400
Pittsburgh, PA 15222-5482

ATTENTION:

Kristen Hock Prex

REGARDING:



LOCATION OF LOSS:

1 [Redacted]
Greensburg, PA [Redacted]

DAY & DATE OF LOSS:

Thursday, February 24, 2000

MATTER NUMBER:

2002/00088

PYRTECH FILE NUMBER:

20127

E-Mail pyrtech@mindspring.com

EP03-085-LC-0552

ENCLOSURES:

1. Eighty-nine mounted color photographs
2. Documents from the Liquefied Petroleum Gas Code-NFPA 58-1998 Edition
3. American Standard for Testing and Materials standard D 2513, Specification for Thermoplastic Gas Pressure Pipe, Tubing and Fittings
4. All unmounted photographs

ASSIGNMENT:

This assignment was received on March 17, 2000 from Mr. Bruce Aldrich of Dometic Corporation with specific instructions to conduct an origin and cause examination. This examination began on March 27, 2000 but was not completed because all parties were not present. This examination was completed on May 10, 2000 in the presence of Mr. Bruce Aldrich and others.

VEHICLE DESCRIPTION:

This Coachman motorhome van, bearing serial number 1FDWE3598YH [REDACTED] is mounted on a 2000 model Ford E352 SD commercial cutaway van. This Ford chassis included a 6.8-liter electronically fueled injected V-10 engine and an electronic 4-speed automatic transmission. The Ford van has the normal passenger and driver front entrance doors and the entrance door for the Coachman RV van is just to the rear of the front passenger door. A liquefied petroleum gas tank was located in a compartment at the right side near the rear and the auxiliary battery for the Coachman van is located at the left side toward the front middle. Both were examined and found to be in good condition and none were fire causative. The Class "C" RV is a 2000 Coachman Starflyte Motorhome-"L" Dinette.

BUILDING EXAMINATION:

This building is constructed of concrete block walls with a flat built up roof. There are two large garage type rollup doors at the front and a normal office type door at the right front. Fire patterns indicate that flame, heat and smoke extended primarily upward and inward above the right front rollup door, with some smoke extending upward and outward. There is slight smoke staining above the two windows between the two rollup garage doors and the top of the left side garage door is heat damaged and smoke stained, with some smoke staining extending above the door opening. There is no type of fire damage around the office door opening. There is no smoke staining on the right or left side exterior but there is at the rear where a window and a through the wall fan were located. No flame extended out the rear or the roof of the structure.

The right side rollup garage door had been removed and was found at the front exterior with a lot of other burned materials and fire debris. These items were removed by firefighters during overhaul. I examined the materials on the exterior and found no evidence of anything that could have caused this fire.

All of the window opening and the right rollup garage door opening had been covered with plywood shortly after this fire and the scene was left intact and preserved in a proper manner. After the examination of March 27, 2000, Dr. Gene Bastell stated he would be responsible for maintaining all evidence, which was to be fully examined at a later date.

INTERIOR EXAMINATION:

The most complete and heaviest areas of burning were at and adjacent to the motorhome listed above. The office area was located to the right front of the building and the involved Coachman RV was located just inside and toward the left of the right rollup garage door opening. A balcony storage area was built above the office and other rooms at the right side of the right rollup garage door area.

Examination of the fire patterns revealed the fire emanated from the above listed RV, extended upward to the ceiling and spread outward to the storage of the balcony area, igniting materials stored there and causing heavier burning in that area than would have been normal. Examination revealed this fire did not originate on the open balcony area to the right of the right side garage door opening.

A mid-size, electrically powered air compressor located just inside the right garage door opening was examined and did not cause this fire. I also examined electrical wiring extending across the ceiling and around the wall spaces, natural gas piping, a natural gas unit heater hanging from the ceiling as well as a through the wall fan at the rear and found no evidence that any of those components had caused the fire. Nor did I find any evidence that any of the tools or maintenance equipment within the building caused the fire. Although other recreational vehicles within the building suffered flame, heat and/or smoke damage, examination revealed none of them caused this fire. All evidence indicates this fire originated within the Coachman van/Ford van chassis listed above and that unit will be henceforth referred to as the loss vehicle.

All directional references to the loss vehicle will be from sitting in the driver's seat. All directional references to appliances will be from facing the front of each.

The loss vehicle sustained moderate to heavy fire damage in different areas. The rear half of the loss vehicle sustained only moderate fire damage due to heat and smoke. The middle left area where the refrigerator was located sustained burning to the fiberglass coach side from the area of the floor that would have been behind the refrigerator but the upper wall area above was not burned away. The areas to the right and left sides of the refrigerator were also not burned except for some of the exterior fiberglass. I could not find a model number or serial number on this refrigerator but it appeared to be approximately three cubic feet in size.

The area directly across from the refrigerator also did not sustain extensive fire damage. Immediately to the right of the refrigerator, I found a rubber cushioned sitting area, which I believe, would have been for use with the dinette table. This area did not burn.

Immediately forward of this area is the Ford van cab with a driver and passenger seat and a center console cover over part of the engine. The upholstery of both seats is burned away and most of the dash is completely consumed, with the heaviest damage occurring at the steering column area. Many broken pieces of stranded copper electrical wiring were found in this area and the fire burned through the firewall into the engine compartment, causing heavy fire damage there. The fiberglass hood was burned away.

A fiberglass overhang over the vehicle windshield is more heavily fire damaged above the driver side dash area and I found melted glass of the windshield on top of the driver's side dash remains. Examination of the electrical wiring underneath the driver's side dash revealed two areas of electrical shorting in parts of the dash wiring harness. No other evidence of electrical shorting was found anywhere else within the entire loss vehicle.

Examination of the refrigerator revealed no evidence of failure other than the almost complete destruction of what appeared to have been a rubber type gas line extending from the copper RV supply line to the shut-off valve of the refrigerator. There was not enough of this supply line to positively identify it but National Fire Protection Association Pamphlet #58 requires gas lines such as this to meet the requirements of American Society for Testing and Materials Standard D 2513.

Considering the two normal exterior air vents at the rear of the refrigerator and the dynamics of the air influx that would have been caused by a fire within the loss unit, I found the burning in the area behind and at the refrigerator to be somewhat more than normal. Burning of the LP-Gas that had served the refrigerator through the rubber hose would have allowed unburned LP-Gas to flow into the area behind the refrigerator and ignite. In my opinion, this ignition and the continuing flow of the LP-Gas to that area caused the extra damage found there.

INVESTIGATION:

Pennsylvania State Trooper, Kevin T. Karwatsky, prepared an incident report #A1-150919, wherein he listed pertinent materials and information given to him by the workers at [REDACTED] Enterprises through interviews. One of these interviews is from Ryan Todd Ritenour and is listed on page 4, near the bottom of the incident report. Mr. Ritenour stated to Trooper Karwatsky that he was lighting all of the LP-Gas appliances and he personally lit the pilot light on the refrigerator. Mr. Ritenour continued that he did visually confirm that the pilot was lit. It should be noted that Dometic refrigerators do not have, nor have they ever had, standing pilot lights as part their design or manufacture. It is unknown at this time specifically which pilot Mr. Ritenour was trying to light but it could not have been the refrigerator. This statement indicates that possibly Mr. Ritenour was not fully trained. Mr. Ritenour further stated he at first had problems maintaining the flow of LP-Gas. Anytime a gas system such as this is first lit, the gas lines contain air and that air must be expelled by the fuel gas before appliances may be lit. Apparently Mr. Ritenour was not aware of this because at the top of page 5 of the same incident report, he stated that "He then turned the gas off, disconnected the line from the supply, recollected the line, turned the gas back on and then lit the appliances."

FINDINGS AND CONCLUSIONS:

Origin area and causal hypotheses were formed using factual and witness information and were tested against all known data. Using my skills, knowledge, education, training and experience, I formed the following hypothesis, which withstood all tests.

In my opinion, the refrigerator did not malfunction in any way in order to cause this fire. It is further my opinion that the double venting required for the LP-Gas usage there oxygenated the area to the rear of the refrigerator and caused much more burning there, resulting in the failure of the rubber type gas line and the ignition of free flowing LP-Gas.

In my opinion, this fire originated within the dash area in front of the driver's seat of the Ford van and was caused by electrical shorting of one or more electrical conductors in that area.

At this time I have completed all assigned investigation, Should you desire further investigation or have any questions, please do not hesitate to call.

Richard J. Keith, CFI, CFEL, CFPO, CET
President

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Claimant: [REDACTED]

Adjuster XAV



Polaroid
Negative

Picture No. 1

Taken

2/24/00

11:15 AM

Cd Nolsopple

Location and View

View across NW looking
across S. Main St. in Greensburg
toward Service Dept Bldg.



Polaroid
Negative

Picture No. 2

Taken

2/24/00

11:15 AM

Cd Nolsopple

Location and View

Closeup of front or east
side of Service Dept Bldg. Note
the vehicle outside the fully opened
garage door. Crackman-Starflyer R.V.

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Claimant: [REDACTED]

Adjuster XAT



Polaroid
Negative

Picture No. 3

Taken 2/24/00

Time 11:15 AM

By Ed Holsoapple

Location and View View approx westward
Southern garage driveway



Polaroid
Negative

Picture No. 4

Taken 2/24/00

Time 11:15 AM

By Ed Holsoapple

Location and View View approx S.W. from
median of S. Main St. toward
Derino Dept. Bldg

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Auguster XH



Polaroid
Negative

Picture No.

5

Taken

2/24/00

11:15 AM

Ed Dolsopple

Location and View

View approx North

Howard South end of

Service Dept. Bldg. Note

Storage shed

Polaroid
Negative

Picture No.

6

Taken

2/24/00

11:15 AM

Ed Dolsopple

Location and View

View approx N.E. from

hillside Howard Service Dept

Bldg. Note Roof

PHOTOS

Claim No:

Insured:

Claimant:

Aguster XA



Im Polaroid
Negative Picture No 7

Taken 2/24/00

Time 11:15 AM

by Cd Holtsapple

Location and View View approx South
from N.W. corner of Service
Dept. Bldg.



Polaroid
Negative Picture No 8

Taken 2/24/00

Time 11:15 AM

by Cd Holtsapple

Location and View View east from hillside
toward north end roof of
Service Dept. Bldg. Note displaced
roofing

PHOTOS

Claim No.

Insured:

Claimant:

Aguster XA



Film Polaroid Negative Picture No. 9

Date Taken 2/24/00

Time 11:15 AM

By Cd Holzapfel

Location and View Debris located outside of North Garage door bay in east side of Service Dept Bldg.



Polaroid Negative Picture No. 10

Date Taken 2/24/00

Time 11:15 AM

By Cd Holzapfel

Location and View Roof of Service Dept Bldg.

PHOTOS

Claim No:

Insured:

Claimant:

Adjuster XH



Film

Polaroid
Negative

Picture No

11

Date Taken

2/24/00

Time

11:15 AM

By

Cd Holtsapple

Location and View

Closeup view of Bonnet
out driver's side of R.V. water the
Coils with the refrigerator



Polaroid
Negative

Picture No

12

Date Taken

2/24/00

Time

11:15 AM

By

Cd Holtsapple

Location and View

View inside R.V.'s motorhome
looking toward driver's seat

PHOTOS

Claim No.

Insured:

Claimant:

Agusta XA



Polaroid
Negative

Picture No. 13

Taken 2/24/00
11:15 AM

Cd Holsoapple

Position and View View inside R.V. looking
forward back end.

Polaroid
Negative

Picture No. 14

Taken 2/24/00
11:15 AM

Cd Holsoapple

Position and View View forward inside
R.V. looking forward left
windshield Dove ised on left

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Claimant: [REDACTED]

Auguster XH

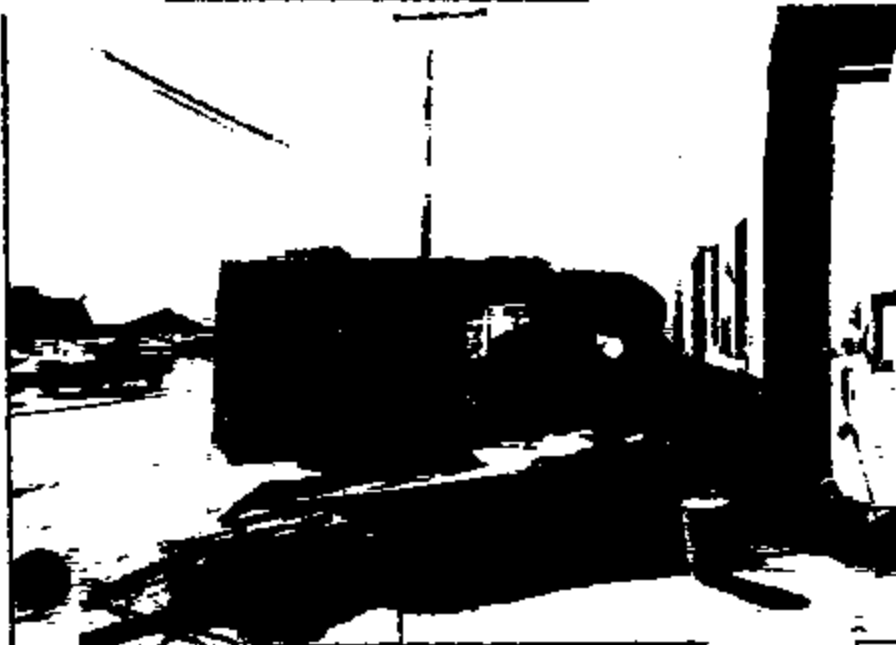
n Polaroid
Negative

Picture No. 15

n Taken 2/24/00

11:15 AM

Location and View View of passenger side
of R.V. outside work garage
Kron Bay.



Film Polaroid
Negative

Picture No. 16

Date Taken 2/24/00

Time 11:15 AM

By Cd Holsoapple

Location and View View of rear of R.V.
Note Starflyte nose.



PHOTOS

Claim

Insured

Claimant:

Adjuster XA



Polaroid
Negative

Picture No. 17

Taken

2/24/00

11:15 AM

Ed Dolisapple

Position and View View of driver's side
of RV. Note greater fire
damage on driver's side



Polaroid
Negative

Picture No. 18

Taken

2/24/00

11:15 AM

Ed Dolisapple

Position and View

PHOTOS

Claim No.

Insured:

Claimant:

Adjuster XAT



Polaroid
Negative

Picture No. 19

Taken 2/24/00
11:15 AM

Ed Dolsapple

Location and View View inside Service Dept
Bldg. looks westward past
a kitchen partition walls

Polaroid
Negative

Picture No. 20

Taken 2/24/00
11:15 AM

Ed Dolsapple

Location and View View of smoke damaged
P.V. inside Service Dept Bldg.

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Claimant: [REDACTED]

Aguster XAT



Polaroid
Negative

Picture No. 21

Taken

2/24/00

11:15 AM

Cd Nolsopple

Location and View View approx North from
S.E. corner of Seiner Dept. Bldg



Polaroid
Negative

Picture No. 22

Taken

2/24/00

11:15 AM

Cd Nolsopple

Location and View View approx West
toward back wall of Seiner
Dept. Bldg - Note exhaust fan

PHOTOS

Claim No.

Insured

Claimant

Aguster XH

Polaroid
Negative

Picture No. 23

Taken

2/24/00

11:15 AM

By Cd Nolsopple

Location and View Back wall (outside) of
Service Dept. Bldg.

Film

Polaroid
Negative

Picture No. 24

Date Taken

2/24/00

Time

11:15 AM

By

Cd Nolsopple

Location and View

View toward S. E.
corner of Service Dept Bldg.

PHOTOS

Claim

Invoice

Auguster XH



Film Polaroid
Negative Picture No. 25

Date Taken 2/24/00

Time 11:15 AM

By Cd Holsapple

Location and View Part's Rm.



Polaroid
Negative Picture No. 26

Date Taken 2/24/00

Time 11:15 AM

By Cd Holsapple

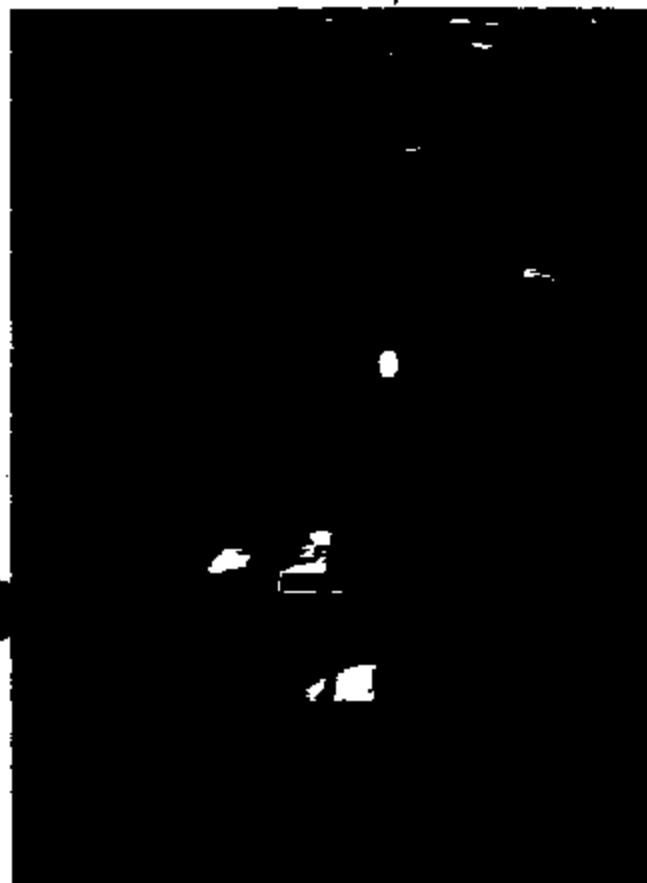
Location and View View just outside part's Rm. along South side of Service Bldg. Bldg.

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Adjuster XAT



Film Polaroid Negative Picture No. 27
Date Taken 2/24/00
Time 11:15 AM
By Ed Holsoapple
Location and View View west inside Kitchen.



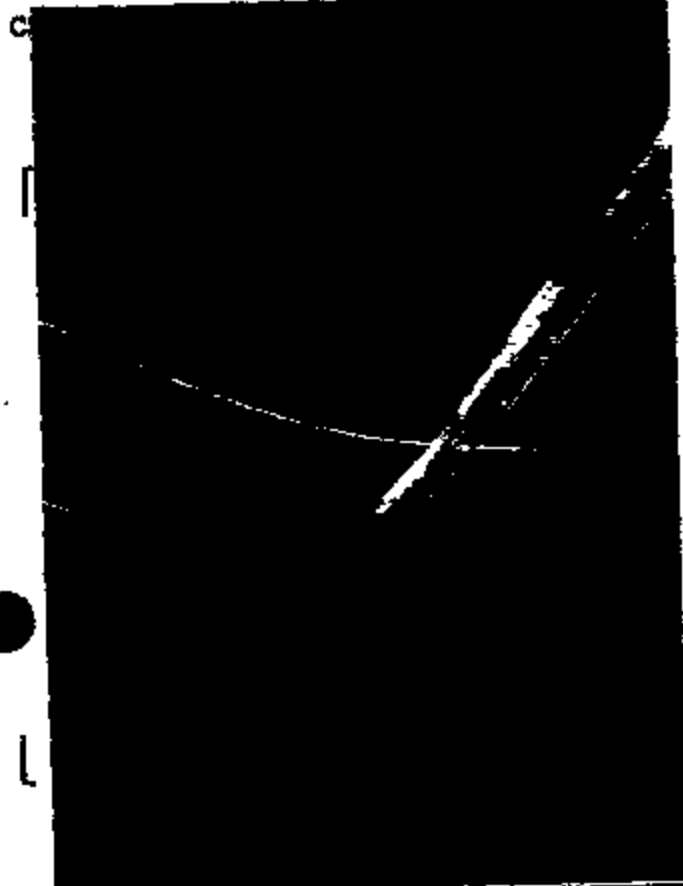
Polaroid Negative Picture No. 28
Date Taken 2/24/00
Time 11:15 AM
By Ed Holsoapple
Location and View View east inside Kitchen.

PHOTOS

Claim No.

Insured:

Adjuster XAT



Film Polaroid
Negative Picture No. 29

Date Taken 2/24/00

Time 11:15 AM

By Cd Nolsopple

Location and View View just inside
North Manchester Bay, looking @
Artistic gerydol opens. R.V.
where the original was parked direct
well opens assembly



Polaroid
Negative Picture No. 30

Date Taken 2/24/00

Time 11:15 AM

By Cd Nolsopple

Location and View View approx S.W.
from North Manchester
Bay

PHOTOS

Claim No.

Insured:

Claimant:

August X.H.

Polaroid
Negative

Picture No. 31

Taken

2/24/00

11:15 AM

Cd Dolsopple

Location and View

View approx. SE.

from North Maryland by

Polaroid
Negative

Picture No. 32

Taken

2/24/00

11:15 AM

Cd Dolsopple

Location and View

View inside office

PHOTOS

Claim No. [REDACTED]

Insured: [REDACTED]

Claimant: [REDACTED]

Auguster X.A.



Polaroid
Negative

Picture No. 33

Date Taken 2/24/00

Time 11:15 AM

By Cd Holsoapple

Location and View



Polaroid
Negative

Picture No. 34

Date Taken 2/24/00

Time 11:15 AM

By Cd Holsoapple

Location and View View from 2nd fl.
Crawl space area

PHOTOS

Claimant

Insurance

Claimant

Adjuster XAT



Polaroid
Negative

Picture No

35

Date Taken

2/24/00

11:15 AM

By CD Holzapfel

Location and View

Byon R. Tanom's

Art box between garage door bay
on east side of Service Dept
Bldg.



Film

Polaroid
Negative

Picture No

36

Date Taken

2/24/00

Time

11:15 AM

By

CD Holzapfel

Location and View

Tom Hudak's

Art box

PHOTOS

Claim #

Insured

August XAT



Polaroid
Negative

Picture No

37

Taken

2/24/00

11:15 AM

Cd Holsoapple

Location and View

Van Huden's

Tool box



Polaroid
Negative

Picture No

38

Taken

2/24/00

~~11:15 AM~~

3:30 PM

Cd Holsoapple

Location and View

R.V. washed back in

With Yungbo boy @ approx

3:30 PM