

DUPLICATE
ORIGINAL FILED
LOS ANGELES SUPERIOR COURT

MAY 10 2002

LAW OFFICE OF
JOHN A. ALLEN
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Woodland Hills, California 91367
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JOHN A. CLARKE, CLERK
By Angelica Salcedo Deputy

Attorney for Plaintiff
Attorney Bar No. 75676

Refer to File No. 700-1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES -

LIMITED JURISDICTION/NORTHWEST DIVISION/VAN NUYS COURT

CASE NO. 02EG3919

COMPLAINT FOR DAMAGES

Plaintiff,

(Negligence; Breach
of Warranty; Strict
Liability)

vs.

FORD MOTOR COMPANY, VISTA FORD,
A California Corporation,
DOE 1 through DOE 50, Inclusive,

Limited Civil Case
\$25,000.00

Defendants. \

FOR A FIRST CAUSE OF ACTION, plaintiff complains and
alleges as follows:

1. The true names and capacities of defendants DOE 1
through DOE 50, are unknown to plaintiff who, therefore, sues
said defendants by such fictitious names. Plaintiff is informed
and believes, and thereon alleges, that at all times herein
mentioned each of the defendants is negligently responsible in
some manner for the events and happenings herein referred to,

1 and negligently caused damages proximately thereby to plaintiff
2 as hereinafter alleged.

3 2. That at all times herein mentioned plaintiff was, and
4 now is, an Interinsurnce Exchange, duly organized and existing
5 under and by virtue of the laws of the State California,
6 authorized to do business in the State of California as an
7 insurer.
8

9 3. That at all times herein mentioned [REDACTED] was the
10 owner of a certain 2000 Ford.
11

12 4. That prior to the commencement of this action, and more
13 particularly on the date of the accident hereinafter alleged,
14 plaintiff insured [REDACTED] by a policy of insurance for
15 damage to said abovedescribed motor vehicle that plaintiff paid
16 \$24,425.21 on account of and for damage to said aforescribed
17 motor vehicle, for damage occurring at the time and place
18 hereinafter alleged, and as consideration for such payment, the
19 owner of said motor vehicle assigned and transferred to
20 plaintiff each and all claims and demands against any person,
21 persons or property; that to the extent of said sum paid by
22 plaintiff, plaintiff has been assigned or is subrogated in place
23 of and to the demands of its said policyholder, for damage to
24 said policyholder's motor vehicle damage as hereinafter
25 described.
26

27 5. That at all times herein mentioned defendants FORD
28 MOTOR COMPANY, VISTA FORD, A California corporation, DOE 1

1 through DOE 25, and each of them, were engaged in the business
2 of manufacturing, assembling, testing, designing, selling,
3 servicing and repairing motor vehicles including fuel injection
4 supply line and hose connection and component parts, and
5 maintained at least one principal place of business in the
6 County of Los Angeles, State of California.

8 6. Plaintiff is informed and believes, and thereon
9 alleges, that at all times herein mentioned each of the
10 defendants mentioned herein was the agent, servant, employer
11 and/or employee of each of the remaining defendants, and each of
12 them, and were at all such times acting within the purpose and
13 scope of said agency, service and/or employment.

15 7. That prior to May 1, 2001, for valuable consideration,
16 plaintiff's policyholder purchased the abovedescribed motor
17 vehicle from the defendants, and each of them.

18 8. That the defendants, and each of them, so negligently,
19 carelessly and recklessly manufactured, assembled, tested,
20 designed, sold, serviced, repaired and installed fuel injection
21 supply and hose and component parts in said abovedescribed motor
22 vehicle, so that as a proximate result thereof, on or about May
23 1, 2001, while said motor vehicle was being used in the manner
24 for which it was intended to be used, in the County of Los
25 Angeles, State of California the fuel injection supply line and
26 hose connection, and component parts, malfunctioned and leaked
27 causing the engine of said motor vehicle to ignite and become
28

1 engulfed in flames; that as a proximate result thereof, said
2 motor vehicle was damaged in the total sum of \$24,675.21,
3 thereby damaging plaintiff in the sum of \$24,425.21.

4
5 9. That as a further proximate result of the negligence of
6 the defendants, and each of them, as aforesaid, plaintiff's
7 policyholder was deprived of the use of said insured vehicle for
8 a period of time, all to plaintiff's further damage in the sum
9 of \$413.50, and plaintiff incurred additional expense for loss
10 of use of said vehicle, not covered by said policy of insurance
11 in the sum of \$37.27.

12
13 10. That prior to the commencement of this action, for
14 valuable consideration, plaintiff's policyholder transferred and
15 assigned to plaintiff said policyholder's claim for the \$250.00
16 deductible and \$37.27 loss of use herein sued on, and the demand
17 represented thereby, and plaintiff ever since has been, and now
18 is, the owner and holder thereof.

19 FOR A SECOND CAUSE OF ACTION, plaintiff complains and
20 alleges as follows:

21
22 11. Plaintiff hereby repeats and realleges each and every
23 allegation contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 9 and 10
24 of this complaint, and incorporates the same herein as though
25 fully and completely set forth at length.

26
27 12. That the defendants, and each of them, in order to
28 induce the sale of said motor vehicle, did expressly and/or
impliedly, warrant that said motor vehicle, including the fuel

1 system, was fit for the purpose for which it was intended; that
2 these representations and warranties were a part of the basis of
3 the bargain and sale made between the defendants and purchaser
4 and user thereof, and in reliance thereon, the purchaser was
5 induced to, and did, purchase said motor vehicle as hereinabove
6 alleged.
7

8 13. That in truth and in fact, said motor vehicle,
9 including the fuel system, was not fit for the purpose for which
10 it was intended in that on or about May 1, 2001, while said
11 motor vehicle was being operated in the manner for which it was
12 intended in the County of Los Angeles, State of California, the
13 fuel injection supply line and hose connection malfunctioned and
14 leaked causing the engine of said insured motor vehicle to
15 ignite and become engulfed in flames.
16

17 14. That as a proximate result of the breach of warranty
18 of the defendants, and each of them, as aforesaid, said insured
19 motor vehicle was damaged in the total sum of \$25,675.21,
20 thereby damaging plaintiff in the sum of \$24,425.21.
21

22 15. That within a reasonable time thereafter, the
23 defendants, and each of them, were duly notified of said breach
24 of warranty.

25 FOR A THIRD CAUSE OF ACTION, plaintiff complains and
26 alleges as follows:

27 16. Plaintiff hereby repeats and realleges each and every
28 allegation contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 9 and 10

1 of this complaint, and incorporates the same herein as though
2 fully and completely set forth at length.

3 17. That said motor vehicle was unsafe for its intended
4 use by reason of the fact that on or about May 1, 2001, while
5 plaintiff's policyholder was operating said motor vehicle in the
6 manner for it was intended by the defendants, fuel injection
7 supply line and hose connection malfunctioned and leaked causing
8 the enging of said insured vehicle to ignite and become engulfed
9 in flames; that as a proximate thereof, said motor vehicle was
10 damaged in the total sum of \$25,675.21, thereby damaging
11 plaintiff in the sum of \$24,425.21.
12

13 18. Plaintiff is informed and thereon alleges, that
14 plaintiff's policyholder was not aware of any defects in said
15 fuel system at anytime prior to the damage caused by said
16 malfunction.
17

18
19
20 WHEREFORE, plaintiff prays for judgment against the
21 defendants, and each of them, as follows:
22

- 23 1. For damages in the sum of \$26,125.98;
24 2. For prejudgment interest as allowed by law from August
25 20, 2001;
26 3. For costs of suit incurred herein;
27 4. And for such other and further relief as to this Court
28 may seem proper and just.

1 5. Plaintiff remits any sum in excess of the jurisdiction
2 of this court.

3 Dated:

4 5/6/02

5 

6 JOHN A. ALLEN
7 Attorney for Plaintiff
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HARD FACTS

INVESTIGATIVE

ENGINEERING

November 24, 1995

John Tricuzzi
Prudential Insurance Company
P.O. Box 7100
Shrewsbury, New Jersey 07702

Re: [REDACTED]
Claim # [REDACTED]
D/L: November 7, 1995

Dear Mr. Tricuzzi:

In accordance with your request, this organization initiated an automotive engineering survey of the Pole vehicle on November 21, 1995 where it was staged at Insurance Auto Auctions of Carteret, New Jersey.

It is our understanding that the purpose of the assignment was to examine the subject vehicle and establish, within reasonable engineering and scientific probability, the cause and origin of the vehicular fire loss.

Hence to that end, the results and findings of our field engineering and subsequent analytical forensic review follows:

46 Georgia Road, Freehold, N.J. 07728 ■ (908) 462-2674
FAX (908) 409-6595

EA95-885-LC-9253

DESCRIPTION OF THE VEHICLE

The subject vehicle is identified as a 1996 Ford Bronco whose manufacturing process was completed in Wayne, Michigan. Subsequent to manufacture the chassis was assigned vehicle identification number 1FMEU15H8T [REDACTED]. Computer verification of this identification number with regard to check digit and sequence number has confirmed the identity of the vehicle to be genuine.

At the time of our investigation, no license plates were mounted on the vehicle. Fire consumption of the instrument cluster precluded confirmation of the vehicular mileage. We were informed by your office that the subject vehicle was approximately one week old.

EXAMINATION OF THE RECOVERED CHASSIS

The subject vehicle was maroon in exterior finish coloration and equipped with two doors and a tailgate completing the sport utility design theme.

Our initial examination of the vehicle revealed a near total burn event encompassing all body surfaces with the exception of the rearmost quarter panels and tailgate. The fire event consumed the vehicle interior as well as most components mounted within the power plant compartment (see photographic descriptions).

The subject vehicle was equipped with 15 inch diameter OEM chromed steel road wheel assemblies coupled to Goodyear Wrangler RT/S steel belted radial tires of size P285/75R15. Tread surface examination of the rear tires revealed them to be in new condition whereas the front tires were consumed by fire. Flames exiting the vehicle interior through the tailgate window opening partially consumed the tailgate mounted spare tire.

Continued examination of the exterior body paneling revealed an absence of deformation that would result from historic collision events. Any observed deformation was due to heat warpage during the fire and/or recovery procedures.

INTERIOR EXAMINATION

The vehicle was equipped with two front bucket seats and a rear bench seat assembly. All combustible materials were consumed including the seating material, carpeting, instrument panel, door paneling, and roof liner.

An examination of the firewall bulkhead wiring harness revealed extensive damage to all wiring insulation (photograph 27). Scrutiny of electrical wiring remnants and partially consumed electrical components, such as the audio system, has confirmed no illicit interior wiring modifications that could be implicated in the fire loss.

All window glazing assemblies were compromised as a direct result of the fire event. Inspection of all interior forensic evidence suggests that no OEM equipment was removed from the vehicle prior to the fire event.

EXAMINATION OF THE POWER PLANT

The subject vehicle was equipped with a 5.8 liter, electronically fuel injected, longitudinally mounted V8 power plant coupled to an automatic transmission, completing the four wheel drive design specification.

Initial examination of the subject vehicle's power plant suggests a high temperature runaway fire event, notably consuming major electrical components, all wiring insulation, and all organic inflammables such as hoses, belts, and plastics. In addition, most low melting point metallic components were either vaporized or severely moltenized. Consumed metallic power plant compartment mounted components included the alternator, master cylinder, power steering pump, fan clutch, and sections of the intake manifold (see photographic descriptions).

All fuel related plumbing was examined and discovered to be intact and situated a significant distance from the locus point of the fire. All fuel line spring lock clips were observed to be intact (photograph 18 and 19). It should be noted that combustion due to fuel leakage has been eliminated as a possible cause of the fire loss.

The power steering pump was notably consumed in the fire event adding significant fuel to an ongoing blaze, however an examination of power steering plumbing remains and consideration of possible ignition sources has discounted the scenario of a power steering leak causing the fire (photographs 16 and 17). Similarly, abnormal discharge of automatic transmission fluid with subsequent ignition has been abandoned as a possible explanation for the fire occurrence.

Both the automatic transmission hydraulic fluid and power plant lubrication fluid

were observed to be full and clean. Considering the age and assumed low usage of the subject vehicle, chemical analysis of these fluids was not indicated.

CAUSE AND ORIGIN OF THE FIRE LOSS

An analysis of burn patterns, metallic consumption, and the fire progression path has confirmed the locus of the fire to be the front right side of the power plant bay compartment area.

The subject vehicle displayed unusually complete fire consumption of all wiring insulation throughout the entire chassis. Additionally, the alternator became moltenized early in the fire event, losing all semblance of its original form (photograph 21). An examination of the remaining alternator wiring revealed rainbow discoloration due to electrical heating of the copper conductor (photograph 22).

Forensic examination of high current wiring revealed heat damage to the battery positive cable as well as electrical burn off of the positive terminal end (photograph 25). The battery negative cable was electrically burned apart, indicating an extremely high current flow existed along this cable (photograph 24).

An examination of the starting motor and starting motor feed wiring has concluded the starting motor was intact both prior to and subsequent to the fire event.

All forensic evidence has led us to conclude an electrical malfunction as precipitating the fire loss. The unusual consumption of the alternator main electrical connections suggest a short circuit defect existed within the subject vehicle alternator. This finding is consistent with the insured's report of an unusual smell emanating from the vehicle.

RECALL REVIEW

Subsequent to a computerized review of all technical service bulletins and safety recalls pertaining to the vehicle relative to the fire occurrence in question we have eliminated the manufacturer as well as the National Highway Traffic and Safety Administration as identifying the vehicle as being susceptible to either.

Please be advised we have on file several bulletins issued by alternator rebuilders and independent consultants describing electrical failure of the 95 ampere rated alternator utilized within the subject Ford vehicle. Failure of the alternator

electrical connectors is attributed to loosening of the spring terminals due to disconnection and reconnection during repair procedures. It is the opinion of this organization that the original design of relying on two relatively meager push type electrical connectors to carry the full brunt of charging system current begs for further scrutiny. To this date, we are not aware of Ford Motor Company issuing formal recognition of the stated abnormality.

ENGINEERING CONCLUSIONS

Incorporated within the confines of this engineering report it is the opinion of this organization that the following facts have been identified for your consideration:

1. Examination of the subject vehicle's fuel and hydraulic plumbing revealed these systems to be non-contributory to the fire loss.
2. Forensic examination of the power plant compartment disclosed the fire loss was clearly electrical in origin and attributable to an electrical malfunction within the alternator. Fire initiated at the alternator subsequently spread along the wiring harness to reach all regions of the subject vehicle chassis.
3. Research of relevant technical service bulletins and issued recalls has not identified any pertinent bulletins relating to the stated fire loss. We have on file, however, bulletins issued by an alternator remanufacturer and an independent consulting firm describing the observed alternator abnormality. We have included these bulletins as attachments for your review.

It has been a pleasure serving you in this matter. Should you have any questions, do not hesitate to contact us.

Very truly yours,


Tom McNamara
Director of Engineering


Paul Rinear
Automotive Technologist

PHOTOGRAPHIC DESCRIPTIONS

1. Front view of the subject vehicle.



2. Left side view of the subject vehicle.



3. Right side view of the subject vehicle.



4. Rear view of the subject vehicle.



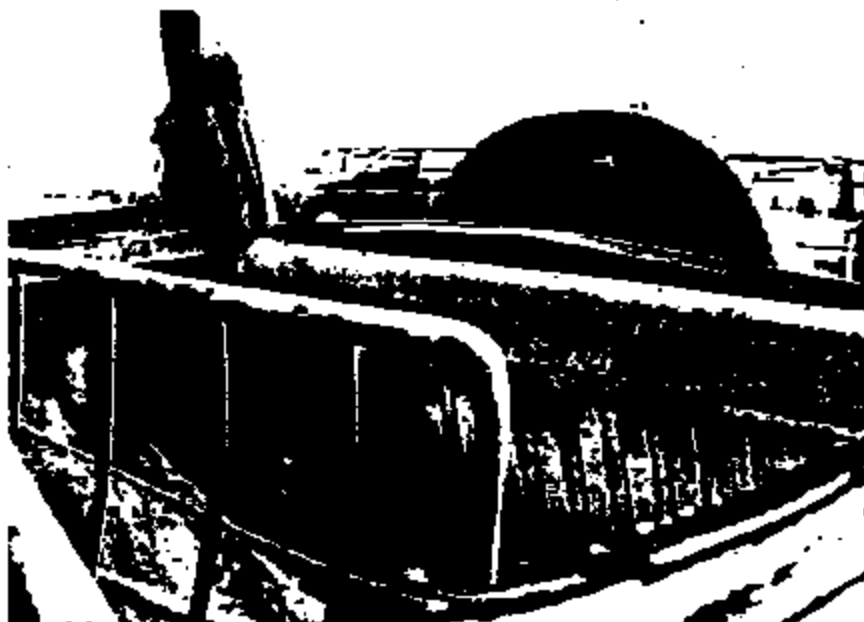
5. Vehicle identification plate.



6. Front interior view of the vehicle.



7. Rear interior view of the vehicle.



8. Front seating area.



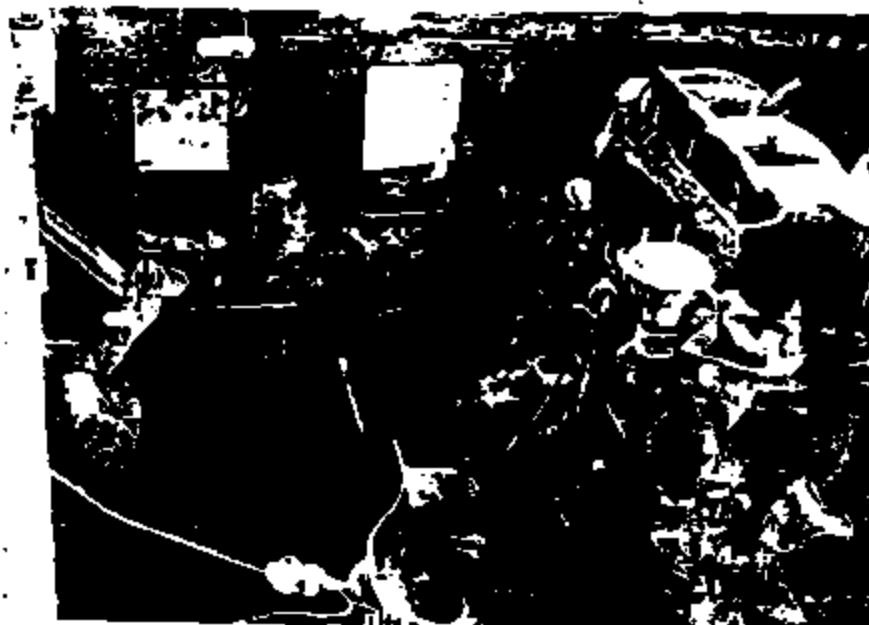
9. Depicts steering column.



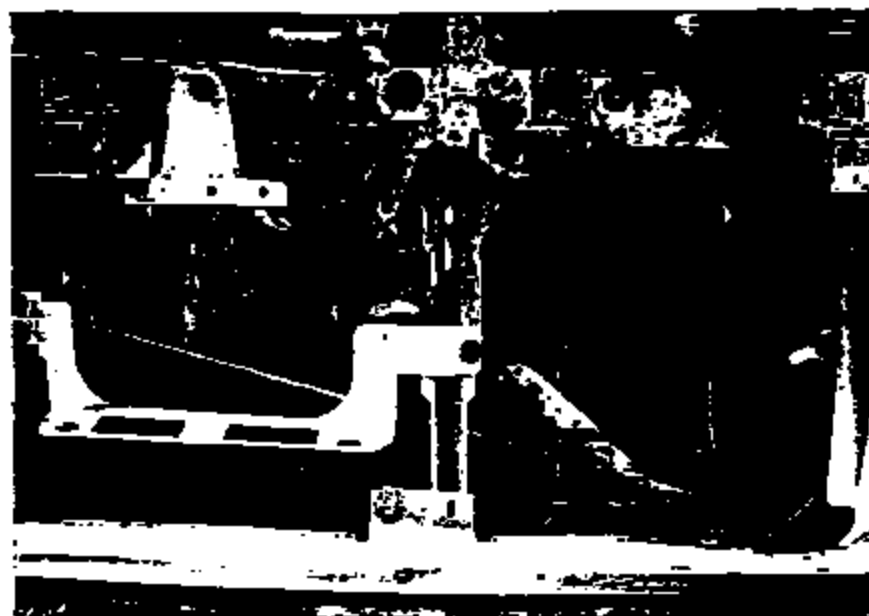
10. Interior heating and air conditioning assembly location.



11. Power plant compartment location of heating and AC assembly.



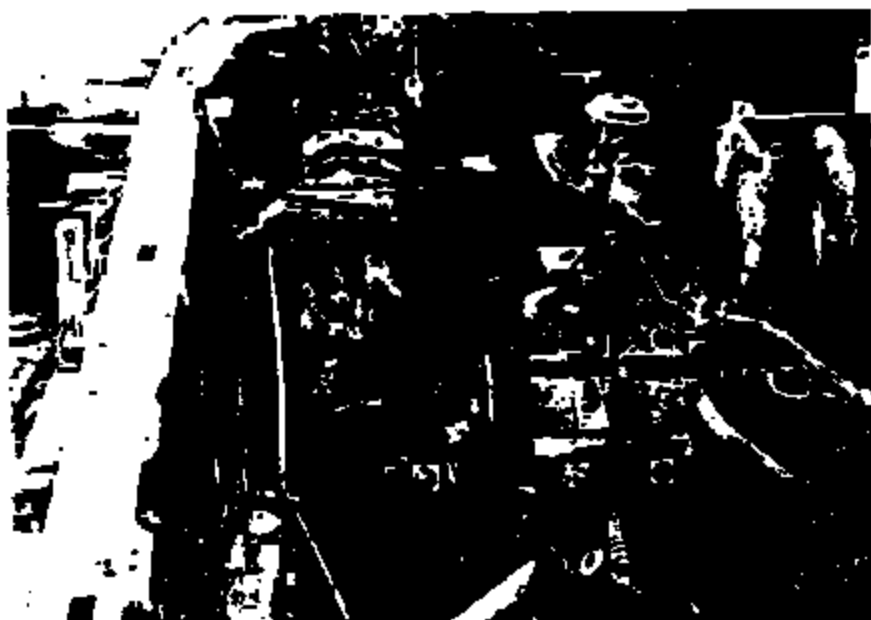
12. Depicts front grille area.



13. Frontal view of power plant.



14. Left view of power plant.



15. Depicts consumed master cylinder.



16. Power steering gear and anti-lock brake system hydraulic pump.



17. Consumed power steering pump.



18. Intact fuel plumbing.



19. Intact fuel injector rail.



20. Consumed storage battery.



21. Consumed alternator assembly.



22. Remnants of the alternator wiring.



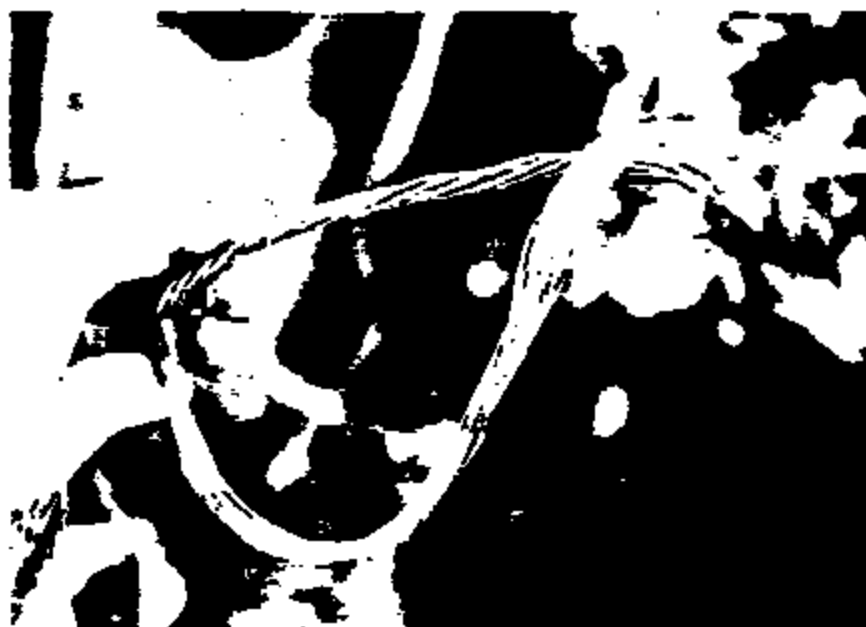
23. Battery ground wire burned apart.



24. Remains of main ground wire.



25. Overheated battery positive cable.



26. Front wiring harness.



27. Wiring harness firewall bulkhead connections consumed.





SOUTHLAND REBUILDERS

DIVISION OF FORDVILLE & CO.

REMANUFACTURER'S BULLETIN

July 15, 1992

RB-T-92-102

TO: All Dealer Parts and Service Managers
FROM: Southland Rebuilders - Quality Assurance
SUBJECT: IAR Alternator Failures

SEP 2 1992

The IAR Alternators have been experiencing problems that result in failure of the rectifier due to shorting out the diodes and/or burning the wiring harness. Both failure modes are caused by excessive heat being generated within the system.

We have concluded, with the cooperation of a few dealers within our network, that the problem is caused by a damaged harness plug. In the process of removing the failed alternator, the harness plug is pried out of the rectifier and the side clips are distorted and/or broken off. These clips are critical in retaining the harness plug in the rectifier to prevent the plug from backing out. Should the plug back out, an air gap will develop and arcing will occur which will cause heat.

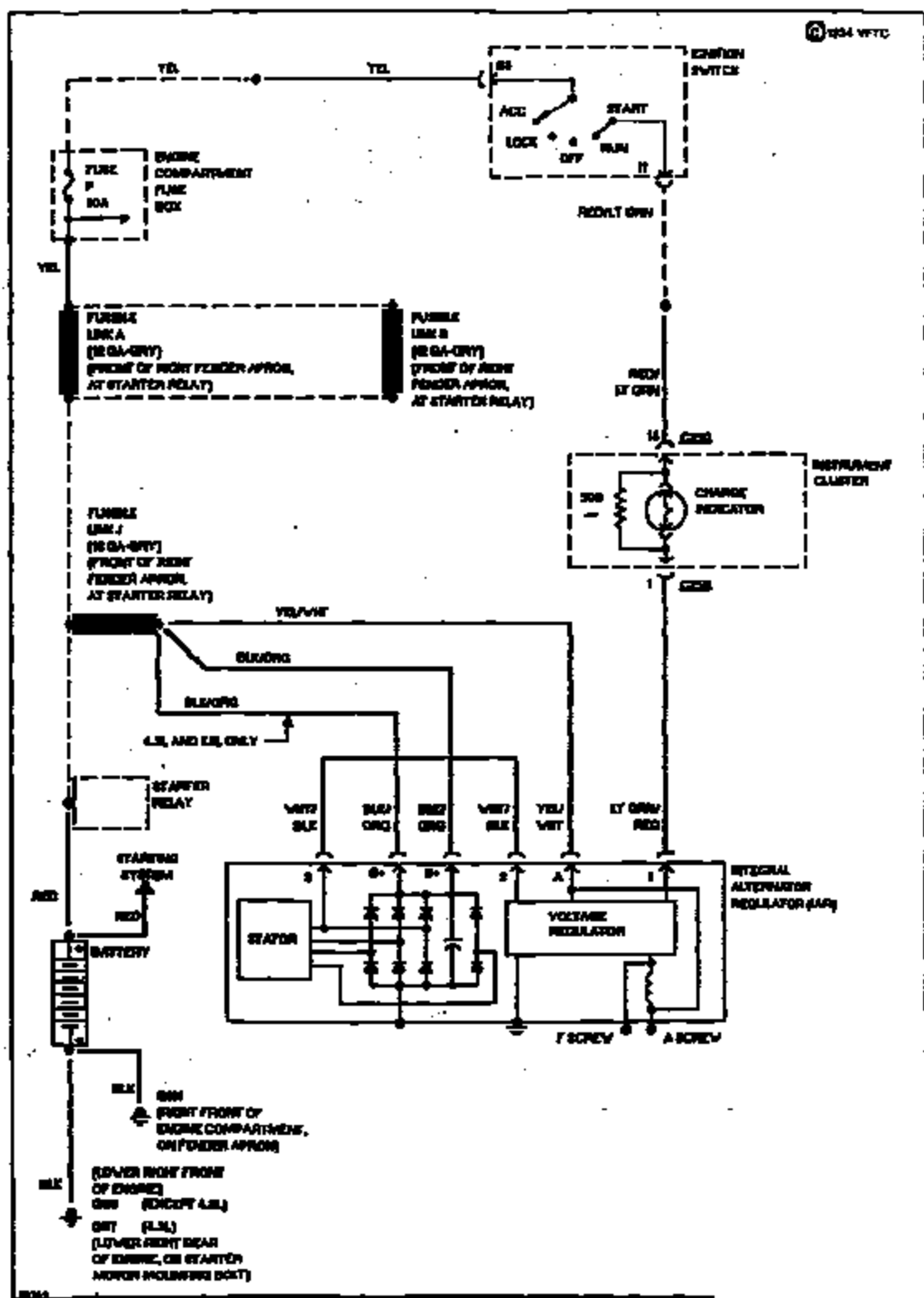
Southland Rebuilders' recommendation is to replace the damaged and/or broken plug with a new plug, FORD part number E7FZ-10A566-A. We also suggest that the rectifier socket have a dielectric compound, FORD part number D7AZ-19A331-A, grease applied to the terminals. We recommend that a tie wrap be wrapped around the outside of the harness plug for added security. Care must be taken that the plug is fully seated in the rectifier socket.

The above recommendation has been approved by FORD Product Engineering, Rawsonville Plant, and by FORD Parts and Service Division Remanufacturing Engineering.

With the above in mind, Southland Rebuilders' position regarding the warranty of failed alternators will be:

IN ORDER TO BE COVERED BY SOUTHLAND'S WARRANTY, ANY IAR ALTERNATOR THAT HAS FAILED DUE TO A BURNED RECTIFIER THAT WAS INSTALLED AFTER AUGUST 1, 1992, WILL REQUIRE THAT THE ALLEGED DEFECTIVE ALTERNATOR AND PLUG BE RETURNED TO OUR PLANT, ALONG WITH THE USUAL WARRANTY PAPERWORK, TO SHOW THAT THE PLUG WAS REPLACED WITH E7FZ-10A566-A.

FILE COPY





ENTERPRISE RENT-A-CAR

ALAC, INC.
PT. E. FORTINE RD.
CLERIDGE,
NJ 08857

800-721-5100

NO 7:30A-8:00P SU 7:30A-8:00P
MP 7:30A-8:00P TH 7:30A-8:00P
PR 7:30A-8:00P SA 7:30A-8:00P
SU 7:30A-8:00P

VEHICLE NO.

11/30/95		RENTAL TYPE	PEL-EB	DATE	11/30/95	RENTAL AGREEMENT NO.	D
11/30/95 04/02/96		NO CHARGE					
ORIGINAL VEHICLE		CALENDAR DAY					
Make: Honda		13 @ 23.00 = 311					
Model: Civic		Max \$100/mo.					
Color: Silver		\$1000 cover 9					
Mileage: 10581		7.00/day					
Driver: [Signature]		24					
Comments: OK		TOTAL CHARGES 427					
Insurance: [Signature]		DEPOSITS					
Replacement Vehicle		REFUNDS					
Date Out		AMOUNT DUE					
Date In		PAID BY					
Mileage		RECEIPT FOR CASH REFUND					
Comments: [Signature]		CLAIM INFORMATION					
Printer No. 11/30/95		DATE: 11/30/95					

226 Highway 18 • East Brunswick • New Jersey 08816 • (800) 247-8022

ERG-005-LC-8276

Phone:

HIGHWAY

DATE: 11/30/95

HIGHWAY AUDIO
236 Highway 18
East Brunswick, New Jersey 08816

Salesman: BRETT ANDERSEN

1-(908)-247-5533

PA

*** INVOICE ***

Order Number 34248

Date 17 Aug

Bold To: 16285

Ship To:

Parlin, NJ

Parlin, NJ

Telephone

Customer Car

Body Style:

LN#	QTY	UN	ITEM NUMBER	DESCRIPTION/SERIAL NUMBER	CUR1	Tu
1.	1	EA	3450	AT&T HANDHELD PHONE 16842464834	69.95	69
2.	1	EA	CONCAST-MID	Concast mobile number - Midsex 908-734-2341	5.00	5
3.	1	EA	MISC	CIG PLUG	0.00	0

Subtotal -----> 69.95
Freight -----> 0.00
Installation -----> 0.00 (0.00 per hour for 0 hours)
Sales Tax -----> 4.20
Order total -----> 74.15
Deposit -----> -74.15
Balance Due -----> 0.00

Freight -----> PREPAID
Ship-Via -----> Customer Pickup
Credit Card -----> VISA/MC/CRD1; 5329-0429-3707-4965
Expiration -----> 05/98 Auth. Code: 045815
Terms -----> Cash Sale
Installed -----> ASAP

Cash..... 0.00
Check..... 0.00
Amount.... 74.15
Used CR... 0.00

Special Instructions:

Please keep this invoice



ENTERPRISE RENT-A-CAR

BLAKE, INC.
AT & L PINE ROAD
OFFICE, NJ 08827

908-721-5100

NO 7:30- STOP T1 7:30- STOP
NO 7:30- STOP T4 7:30- STOP
NO 7:30- STOP SA 7:30- STOP
SA 7:30- STOP

CALIF. 67

RENTAL

RENTAL

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RENTAL

C

EA05-005-LC-0279

PRUDENTIAL PROPERTY AND CASUALTY

Page 1

MONMOUTH FCO
125 HALF MILE ROAD
RED BANK, NJ 07701

PHONE: (908) 271-4629 FAX: (908) 219-5512
CD LOG NO 0002466 DATE 11/12/95

CLAIM# [REDACTED]
COMPANY PRUDENTIAL
INSURED [REDACTED]
LOSS DATE 11/07/95

POLICY# [REDACTED]
CLAIM REP 286
CLAIMANT
TYPE OF LOSS COMP/FLD

INSR DATE 11/12/95
APPRAISER KEVIN KLUTH

LOCATION QUALITY A/B
COMPANY

SHOP 328-2400-DON

ATTN OF

NAME [REDACTED]
ADDRESS [REDACTED]
CITY STATE PAELIN NJ
ZIP [REDACTED]

PHONE [REDACTED]

LIC# GZ-843P
ENG/COLOR SILVER/TAN
CONDITION GOOD

VIN W08G32E3 [REDACTED]
MILEAGE 10712
ACCT'NG CTL# 122.00

E=NEW PART EC=QUALITY REPLACEMENT PARTS EU=L.K.Q.
EP=SEE FX REPORT P=CHECK I=REPAIR/ALIGN/SUBLET L=REFINISH
N=ADDNL LABOR OPERATION TE=PART/PARTIAL REPLACE
ET=LABOR/PARTIAL REPLACE IT=LABOR/PARTIAL REPAIR
AA=APPEARANCE ALLOWANCE RP=RELATED PRIOR DAMAGE
UP=UNRELATED PRIOR DAMAGE

1993 MERCEDES BENZ 8320 4 DR SEDAN/LWB 30544A/B OPTMS H/20

OPTIONS: TWO-STAGE - EXTERIOR SURFACES SUNROOF

OP	QDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AMT	HOURS	R
E	006	40	COVER, FRONT BUMPER	1400602370	985.00		2.3	1
L	006	99	COVER, FRONT BUMPER	REFINISH			3.0	4
E	011		FILLER, FRONT BUMPER	ET 1408801438	72.00			1
E	054		PARKLAMP ASSEMBLY	ET 1408250843	81.00		.2	1
I	083		PANEL, HOOD	REPAIR/ALIGN			2.0	1
L	083		PANEL, HOOD	REFINISH			4.1	4
E	039		ORNAMENT, HOOD PANEL	R & I			.3	1
I	104		FENDER, FRONT	ET REPAIR/ALIGN			4.0	1
L	104		FENDER, FRONT	ET REFINISH			2.3	4
E	120	01	MLDS, FENDER LOWER	R/E 14089070407700	143.00		.2	1
L	120		MLDS, FENDER LOWER	R/E REFINISH			.3	4
E	902		WHEEL, FRONT	ET 1404001402	485.00*		.3	2
I	188		PANEL, PILLAR FINISH	ET REPAIR/ALIGN			.5	1
L	188		PANEL, PILLAR FINISH	ET REFINISH			.4	4
I	210		PNL, FRONT DOOR OUTER	ET REPAIR/ALIGN			4.0	1
L	210		PNL, FRONT DOOR OUTER	ET REFINISH			2.4	4
E	244		W/STRIP, BELT INNER	ET 1407250405	18.50			1
E	255		MLDS, FRONT DOOR BELT	ET 1406903350	107.00		.7	1

E083-025-10-0220

QF	QDE	MC	DESCRIPTION	MFG.	PART NO.	PRICE	AJ%	HOURS	R
E	265		APPLIQUE, DOOR FRAME	RT	1408900237	27.00		.2	1
E	334	01	MLDG, FRONT DOOR LOWER	RT	14089072407700	244.00		.3	1
L	334		MLDG, FRONT DOOR LOWER	RT	REFINISH			.5	4
E	274	01	COVER, FRT DOOR MIRROR	RT	14081004799040	193.00		.4	1
E	328		HANDLE, FRONT DOOR CTR	RT	1407600670	230.00		.7	1
E	251		PLATE, HANDLE MOUNTING	RT	1407600637	44.00			1
I	290		PNL, REAR DOOR OUTER	RT	REPAIR/ALIGN			2.5	1
L	290		PNL, REAR DOOR OUTER	RT	REFINISH			2.1	4
E	336		MLDG, REAR DOOR BELT	RT	1408004050	110.00		.4	1
E	366	01	MLDG, REAR DOOR LOWER	RT	14089074407700	193.00		.3	1
L	366		MLDG, REAR DOOR LOWER	RT	REFINISH			.4	4
E	352		APPLIQUE ASSY, REAR DR	RT	1408900457	97.00		.2	1
E	306		HANDLE, RE DOOR OUTER	RT	1407600570	37.00		.8	1
E	328		PLATE, HANDLE MOUNTING	RT	1407800237	41.50			1
I	341		PANEL, ROOF		REPAIR/ALIGN			2.0	1
L	341		PANEL, ROOF		REFINISH			3.3	4
L	343		PANEL, SUNROOF		REFINISH				4
I	390		PANEL, QUARTER	RT	REPAIR/ALIGN			6.0	1
L	390		PANEL, QUARTER	RT	REFINISH			2.5	4
E	404	01	MLDG, QUARTER LOWER	R/F	14089070407700	82.00		.2	1
L	404		MLDG, QUARTER LOWER	R/F	REFINISH			.2	4
I	479		LID, REAR DECK		REPAIR/ALIGN			1.0	1
L	479		LID, REAR DECK		REFINISH			2.0	4
E	422		EMBLEM, DECK LID		R & I			.2	1
E	534	01	TAILLAMP ASSEMBLY	RT	1405205664	190.00		.6	1
I	566		COVER, REAR BUMPER		REPAIR/ALIGN			2.5	1
L	566		COVER, REAR BUMPER		REFINISH			2.4	4
E	591		MLDG, RE BMR CVR UPR	RT	1408801635	72.00		.2	1
N	M03		FLEX ADDITIVE		ADDTL LABOR			12.0	1+
N	M56		CLEAN FOR DELIVERY		ADDTL LABOR			3.0	1
N			RT FRT TIRE		ADDTL LABOR	225.00*	10	.5	1+
N			MNT+BAL		ADDTL LABOR	12.00*			1+
N			HWR+CAR COVER		ADDTL LABOR	8.50*			1+
N			BUFF AS NEEDED		ADDTL LABOR			1.0	1+
N			CONCESSION FOR A/P W/SHOP		ADDTL LABOR	150.00*			1+

53 ITEMS

MC MESSAGE

01 CALL DEALER FOR EXACT PART # REQUIRED
09 INCLUDES 0.8 HOURS MAJOR PANEL TWO-STAGE ALLOWANCE
40 PPN SEARCHED BUT NOT COMPARED

FINAL CALCULATIONS & ENTRIES

GROSS PARTS	3,493.00
OTHER PARTS	395.50
PAINT MATERIAL	310.80
PARTS TOTAL	4,189.30
TAX ON PARTS & MATERIAL	251.36
	8 6.000%

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	34.00	8.0	41.0	1,668.00
2-MECH/ELEC	35.00	0.3		10.50
3-FRAME	36.00			
4-REFINISH	34.00	25.0		390.00
5-PAINT MATERIAL	12.00			
LABOR TOTAL				2,557.40
TAX ON LABOR			8.000%	153.44
SUBLET REPAIRS				
TOWING & STORAGE				
GROSS TOTAL				7,151.50
LESS: DEDUCTIBLE				500.00-
LESS: BETTERMENT				22.50-
NET TOTAL				6,629.00

*Don Shop 2044
11/19/95*

PXH:YY/01/00/00/00 SEARCH AREA: CENTRAL JERSEY FCD GEOCODE: 08050
DEVICE #46071-001
ADP AUDAPPOINT U EB LOG 0002466 DATE 11/12/95 17:34:25 82.48 CD 10/95
Copyright, 1994 Automatic Data Processing

3.3 HOURS WERE ADDED TO THIS ESTIMATE BASED ON ADP'S TWO-STAGE REFINISH
FORMULA: 20% OF REFINISH HOURS, AFTER OVERLAP, PLUS 0.6 HOURS FOR THE FIRST
MAJOR PANEL, WHERE NOTED.

ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE
REFINISH OF NON-FLEX, EXTERIOR SURFACES.



D

ER05-865-LC-8283



87 9 & PERRINE ROAD
OLDBRIDGE, NJ 08857

FED TAX ID# 43-1487854
BILLING INQUIRIES CALL 908-721-5100

ATTN: TRICOSTA-JOHN
87 9 & PERRINE ROAD
SHREWSBURY NJ 07702

INVOICE

30P 15253
SUPPL. R/R

RENTAL NO. D 609111

DESCRIPTION	RATE	AMOUNT
12 DAYS	8 23.99	287.88
12 DAYS DW	8 7.00	84.00
SALES TAX	6.00	22.31
TOTAL CHARGES		394.19
LESS AMOUNT RECEIVED		214.19
AMOUNT DUE		180.00

START CHARGES 11/16/98
DATE 11/16/98 DATE 11/27/98
NAME [REDACTED]
CITY [REDACTED] STATE NJ ZIP 08859
DATE 8/31/99
AGE 26 LICENSE NO. [REDACTED] STATE NJ EXP. 11/30/98
SIGNATURE ON FILE
REQUEST FOR INFORMATION ON PERSON OTHER THAN RENTER TO DRIVE
NAME [REDACTED]
BILLING INFORMATION: \$15.00 PER DAY
NO SALES TAX
RENTAL VEHICLE: MED BLU, 06 LONE, 06 LONE
CLASS INFORMATION: CL, 06 LONE, 06 LONE
MERCEDES QUALITY AUTO

NEED A REPLACEMENT VEHICLE
BECAUSE YOUR OWN IS IN THE
SHOP? CALL YOUR NEAREST
ENTERPRISE OFFICE TODAY!

PLEASE RETURN THIS PORTION WITH REMITTANCE

RENT TO: ENTERPRISE RENT-A-CAR
ATTN: ACCT RECEIVABLE
4900 RT 33, BOX 201
NEPTUNE, NJ 07763

AMOUNT DUE		180.00	
PAID BY: PRUDENTIAL INS-SHREWSBURY ATTN: TRICOSTA-JOHN 87 9 & PERRINE ROAD SHREWSBURY NJ 07702			
DESCRIPTION	RENTAL NO.	AMOUNT	DATE
PRU2685	D609111	180.00	2485

E

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-11-2011 BY 60322

EA95-005-LC-9285

A. A. TOWING153 East Lake Avenue
Rahway, New Jersey 07065
(908) 388-2455Owner or
Billed to:

Address:

City:

Rahway

State:

NJ

Zip:

Vehicle Serviced

Make:

Mercedes

Model:

5320

Year:

95

Color:

Silver

Plate:

Picked up at:

Orange

Towed to:

Quaker/AB

Mileage start:

Mileage end:

Charges paid out

Tolls

Labor/Towage

Mileage
Service Charge 36.2

Storage

Tax

Total Due

60.00

50.00

72.00

182.00

9/10/95

PBH

E900-000-LC-0200

2913

PAGE 2

APPENDIX II

(d) state the nature of the medical treatment given by each physician or other person.

4. State whether you are still afflicted with or suffering from the effects of any injury, illness or disability as a result of defendant's negligence. If so, describe in detail.

5. Set forth all claims for economic damages against the defendant(s), including lost wages, and itemize the amounts paid or owed, dates incurred, and the names and addresses of each person to whom paid or owed.

CERTIFICATION

I hereby certify that the foregoing answers to interrogatories are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I hereby certify that the copies of the reports annexed hereto provided by other treating physicians or proposed expert witnesses are exact copies of the entire report or reports provided by them; that the existence of other reports of said doctors or experts, either written or oral, are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

Note: New form Interrogatory adopted June 28, 1996 to be effective September 1, 1996.

Form B. Uniform Interrogatories to be Answered by Plaintiff: Property Damage to Motor Vehicle: Superior Court

(Caption)

1. Was the claimant the sole owner of the motor vehicle involved in the alleged accident?
2. State the name and address of the person, firm or corporation, from whom the claimant purchased the motor vehicle and the date of purchase.
3. Was the motor vehicle new or used at the time of purchase?
4. State make, model and year of motor vehicle.
5. State amount paid by claimant for the said motor vehicle.
6. State whether the motor vehicle has been repaired since the accident.
7. If so, give name and address of person, firm, or corporation making the repairs.
8. If so, state specifically the part or parts of the motor vehicle alleged to have been damaged in the accident and furnish a copy of the repair bill.
9. State date upon which claimant authorized the repair of the motor vehicle.
10. State date on which repairs were completed.
11. State the market value of this motor vehicle immediately before the accident.
12. State the market value of the motor vehicle in its damaged condition immediately after the accident.
13. State the market value of motor vehicle in its repaired condition.
14. Was the motor vehicle used in connection with claimant's business and, if so, state whether claimant was obliged to hire another motor vehicle for use in connection with that business, giving the name and address of person, firm or corporation from whom claimant hired the motor vehicle, the dates during which it was hired and the amount paid for its hiring.
15. If no repairs have been made, but an estimate of repairs has been obtained, attach a copy of the estimate to the answers to these interrogatories, stating further the name and address of the person, firm or corporation who made the estimate.

INTERROGATORY FORMS

16. Has the claimant sold or otherwise disposed of the motor vehicle?

17. If so, give the name and address of the person, firm or corporation to whom the motor vehicle was transferred, the date of the transfer, and the amount of consideration paid to the claimant therefor.

18. If it is alleged that the claimant incurred any other expenses or losses as a result of the alleged damage to the motor vehicle, set forth these additional alleged losses in detail, giving an itemized statement.

19. State the names and addresses of all persons who have knowledge of any relevant facts relating to the case.

20. State the names and addresses of any and all proposed expert witnesses and annex true copies of all written reports provided to you by any such proposed expert witnesses.

CERTIFICATION

I hereby certify that the foregoing answers to interrogatories are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I hereby certify that the copies of the reports annexed hereto provided by proposed expert witnesses are exact copies of the entire report or reports provided by them; that the existence of other reports of said experts, either written or oral, are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

*Note: If Form A is not used, questions 1, 2, 15, 16, 17, 18, 19 and 20 of Form A should be added to Form B.

Note: Amended July 7, 1971 to be effective September 13, 1971; amended July 13, 1994 to be effective September 1, 1994; amended June 28, 1996 to be effective September 1, 1996.

Form C. Uniform Interrogatories to be Answered by Defendant in All Personal Injury Cases: Superior Court

(Caption)

1. State: (a) the full name and residence address of each defendant; (b) if a corporation, the exact corporate name; and (c) if a partnership, the exact partnership name and the full name and residence address of each partner.
2. Describe in detail your version of the accident or occurrence setting forth the date, location, time and weather.
3. If you intend to set up or plead or have set up or pleaded negligence or any other separate defense as to the plaintiff or if you have or intend to set up a counterclaim or third-party action, (a) state the facts upon which you intend to predicate such defense, counterclaim or third-party action; and (b) identify a copy of every document relating to such facts.
4. State the names and addresses of all persons who have knowledge of any relevant facts relating to the case.
5. State (a) the name and address of any person who has made a statement regarding this lawsuit; (b) whether the statement was oral or in writing; (c) the date the statement was made; (d) the name and address of the person to whom the statement was made; (e) the name and address of each person present when the statement was made; and (f) the name and address of each person who has knowledge of the statement.

Unless subject to a claim of privilege, which must be specified: (g) attach a copy of the statement, if it is in writing; (h) if the statement was oral, state whether a recording was made and, if so, set forth the nature of the recording and the name and address of the person who has custody of it; and (i) if the

ROBERT G. MAZEAU, ESQ.
1 Essex Street
Hackensack, N.J. 07601
(201)489-2001
Attorney for Plaintiffs

SUPERIOR COURT BERGEN COUNTY

FILED

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : BERGEN COUNTY
Docket No. BER-L-6554-97

JUL 1 1997

DEPUTY CLERK ACTION

Plaintiffs,
vs.

Ford Motor Company, Oasis Motors, COMPLAINT AND JURY DEMAND
corporations doing business in the
State of New Jersey, and John Does
1-10, fictitious names,
Defendants,

Plaintiff Prudential Property and Casualty Insurance Company
(hereinafter "Prudential"), doing business in Bergen County, New
Jersey, as subrogee suing in the name of its insureds, [REDACTED]
[REDACTED] his wife, complaining of all defendants
named above, says:

FIRST COUNT

1. At all times herein mentioned, Prudential provided
automobile insurance coverage to plaintiffs, including collision,
comprehensive and liability insurance for their 1996 Ford Bronco,
VIN 1FMEU15H8T[REDACTED]

2. Defendant Ford is in the business, and was in the
business at all times complained of in this complaint, of
manufacturing and selling motor vehicles in the State of New Jersey

3. At all times mentioned, defendant Ford Motor Company (hereinafter "Ford"), was a corporation doing business in the State of New Jersey, and was and is doing business in the County of Bergen.

4. Plaintiffs leased an unused 1996 Ford Bronco, VIN 1FMEU15H8T[REDACTED], manufactured, sold and/or leased by defendant Ford, from defendant Oasis Ford of Old Bridge, New Jersey.

5. On information and belief, all defendants in the complaint jointly, severally or in the alternative, including the John Doe defendants, designed, manufactured, sold, leased, rented and otherwise distributed the motor vehicle.

6. The said motor vehicle was designed and manufactured for distribution in the United States of America and the State of New Jersey and elsewhere for the purpose of the ultimate sale, lease or rental to and use by plaintiffs [REDACTED] and other members of the public.

7. On or about November 7, 1995, plaintiffs' Ford Bronco was damaged in a fire, which originated therein, while parked in the Old Bridge Gateway Mall parking lot, Parlin, New Jersey.

8. Prudential paid benefits on the damage to the Ford automobile in the amount of \$32,897.00.

9. The harm suffered by plaintiffs as set forth above was caused by the defective Ford motor vehicle and all defendants are strictly liable in tort under product liability and otherwise.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

SECOND COUNT

1. Plaintiffs repeat each and every allegation of the First Count of the Complaint as if set forth at length herein.

2. The motor vehicle and its wiring were expressly warranted by defendants to be safe for use and not to be subject to fire after or during such use.

3. The motor vehicle and its wiring were also impliedly warranted to be fit for the purpose for which the motor vehicle was purchased and to be of merchantable quality.

4. The motor vehicle and/or its wiring as set out above was not safe, nor was it fit for the purpose for which it was purchased, nor was it of merchantable quality and the above mentioned express and implied warranties were breached.

5. As a direct and proximate consequence of the breach of warranties, an electrical fire in the plaintiffs' motor vehicle occurred, causing the motor vehicle and its contents to burn.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

THIRD COUNT

1. Plaintiffs repeat each and every allegation of the First and Second Counts as if set forth herein at length.

2. The said motor vehicle deviated from the design, specifications, formulae, or performance standards of the manufacturer or from otherwise identical units manufactured to the same manufacturing specifications or formulae.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

FOURTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Third Counts of the Complaint as if set forth at length herein.

2. The said motor vehicle was designed in a defective manner.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

FIFTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Fourth Counts of the Complaint as if set forth at length herein.

2. Defendants jointly, severally and in the alternative, expressly warranted the motor vehicle to be merchantable.

3. Defendants jointly, severally and in the alternative, breached the said warranty.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

SIXTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Fifth Counts of the Complaint as if set forth at length herein.

2. All defendants named herein failed to warn or adequately warn of the defects or use of their product.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

SEVENTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Sixth Counts of the Complaint as if set forth at length herein.

2. All defendants named here subsequent to the manufacture of the product alleged to be defective in the distribution chain failed to warn of defects.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

EIGHTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Seventh Counts of the Complaint as if set forth at length herein.

2. The motor vehicle and/or its component parts were negligently manufactured and inspected.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$32,897.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees

F. Such other relief as may be deemed equitable and just.

NINTH COUNT

1. Plaintiffs repeat each and every allegation of the First through Eighth Counts of the Complaint as if set forth at length herein.

2. The policy also covers [REDACTED] Mercedes which was parked next to the Ford Bronco and which was also damaged by the fire.

WHEREFORE, plaintiffs demand judgment against all defendants named above, jointly, severally and in the alternative, for:

- A. \$7,491.00;
- B. Other money damages
- C. Interest
- D. Cost of suit
- E. Attorney's fees
- F. Such other relief as may be deemed equitable and just.

Dated: July 10, 1997


ROBERT G. MAZEAU
Attorney for Plaintiffs

JURY DEMAND

Plaintiff demands a trial by jury on all issues herein.

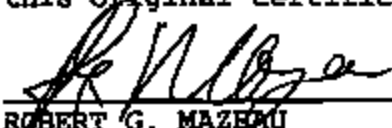
Dated: July 10, 1997


ROBERT G. MAZZEAU

CERTIFICATION PURSUANT TO RULE 4:5-1(b)(2)

I hereby certify that the matter in controversy is not the subject of any other civil action pending in any court or of a pending arbitration proceeding to the best of our knowledge and belief. Also to the best of our knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

Dated: July 10, 1997


ROBERT G. MAZZEAU
Attorney for Plaintiff



State Farm Insurance Companies

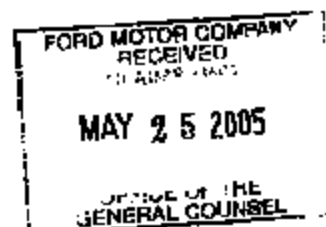


P.O. Box 20707
Memphis, TN 37129-0088

State Farm Mutual Automobile Insurance Company

May 17, 2005

Ford Motor Co.
Parklane Towers West
3 Parklane Blvd.
Dearborn, MI 48126-2568



RE: Claim Number: [REDACTED]
Date of Loss: May 10, 2005
Our Insured : [REDACTED]
Your File No: [REDACTED]

Dear Sir/Madam:

State Farm Mutual Automobile Insurance Company insures Mr. Pickering's 2001 Ford F150, bearing the VIN 1FTZX17281N [REDACTED]. This vehicle experienced a fire on May 10, 2005.

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 (800) 266-5820 ext. 3078 to set up a time for your inspection.

Sincerely,

A handwritten signature in cursive script that reads 'Kristen Fisher'.

Kristen Fisher
Claim Representative
(800) 266-5820 ext. 3078

ER05-005-LC-8297





WESTERN RESERVE GROUP

Sharon A. McCoy - 1685 Cleveland Road - Wooster, OH 44691 - Phone: 800-362-0426 Ext. 3521 - Fax: 800-392-7082 -
Sharon.McCoy@wrg-ins.com

March 9, 2005

FORD MOTOR CO
OFFICE GENERAL COUNSEL
PARKLANE TOWERS W/STE 300
3 PARKLANE BLVD
DEARBORN MI 48128-2568

MAR 15 2005

MITCHELL MOTOR SALES
120 TEKE BURTON DR
MITCHELL IN 47448

RE: Insured Name: [REDACTED]
Claim Number: [REDACTED]
Date of Loss: 2/12/05
Storage Location: 9302 S Harding St, Indianapolis, IN 46217

CERTIFIED MAIL
Return Receipt Requested

Dear Representative:

We are the insurance-carrier for the above-referenced insured. Our insured has submitted a vehicle fire claim on a Ford 2000 XL/XLT, which was purchased used from Mitchell Motor Sales in April 2002, with approximately 19,000 miles. The VIN number is 1FTZR15XXY [REDACTED]

Our initial investigation reveals you may have liability with respect to this fire and we are placing you on notice of our right of subrogation.

We have preserved the vehicle and have scheduled a detailed inspection of the vehicle for April 04, 2005, at 9:00 a.m. We extend an offer to you to be present for the inspection. Please contact our Cause and Origin Expert, Barnett Forensic Services, by April 01, 2005, to advise your attendance. Please note, should you select not to attend, the inspection still goes forth.

JASON BARNETT (317-407-4297)
PO BOX 1286
NOBLESVILLE, IN 46081

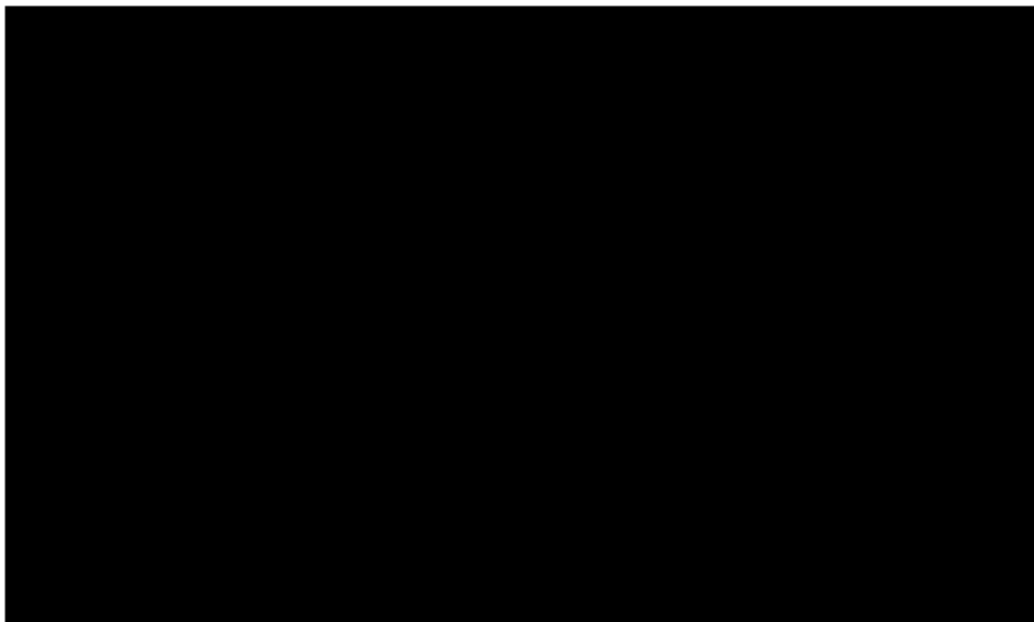
Should you have any questions, please contact me.

Sincerely,

Sharon McCoy
Sharon McCoy
Sr. Claims Representative - Subrogation
Srn/
C: Kevin & Lisa Phillips - Insured
Jason Barnett - Expert

MAR 15 2005

EN05-005-LC-0298

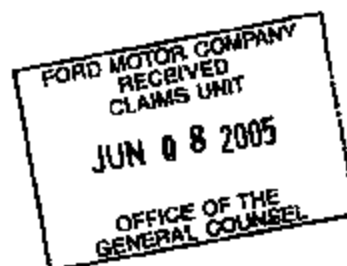




www.gfb.org

Georgia Farm Bureau Mutual Insurance Company
Georgia Farm Bureau Casualty Insurance Company

P.O. BOX 7008 • MACON, GEORGIA 31208-7008
478-474-8411



06/02/2005

FORD MOTOR COMPANY

PARKLANE TOWERS WEST
STE 300 3-PARKLANE BLVD
DEARBORN, MI 48126

RE: Our File Number APV 1681838
Our Insured [REDACTED]
Loss Date 04/08/2005
Your File Number
T/P Driver
T/P Owner
(If Other Than Driver)

Dear Sir/Madame:

Under a policy of insurance carried with us by the above named insured, a loss was incurred amounting to \$12,425.00 in an incident involving your insured.

Under the terms of our policy, we have been subrogated to the extent of our insured's loss, to the legal rights which our insured has against you as a result of this loss.

Any payments which you may make directly to our insured will not relieve you of liability to our company. We are looking to you for reimbursement of the total damages indicated above.

Please accept this letter as a notice of our subrogation claim. Attached please find supporting documents.

Sincerely Yours,

Subrogation Unit
Claims Department

cc: File
510

12301 FDID 131 Ge State 4/8/2005 Incident Date Station Incident Number 1 Exposure NFIRS - 1 Basic

Location Address is on the Wildland Fire Module Census Tract:
Directions

Number/Milepost Prefix Conners Mill Street or Highway RD Street Type Suffix
Apt./Suite/Room Eilaville City GA State 31806 Zip Code
South of Woodall Road
Cross street or directions

Incident Type 131 Passenger vehicle fire
Aid Given or Received None
Their FDID State
Their Incident Number
Dates & Times
Alarm: 4/8/2005 22:33:00
Arrival: 4/8/2005 22:52:00 Shift Alm. Dist.
Controlled: 00:00:00
Last Unit: 4/8/2005 23:58:00 Special Studies

Actions Taken

11 Extinguish
Primary Action Taken (1)

Additional Action Taken (2)

Additional Action Taken (3)

Estimated Dollar Losses & Values

LOSSES
Property: 15,000 None
Contents: 0 X
PRE-INCIDENT VALUE:
Property: 15,000
Contents: 0 X

Resources

☐ Apparatus or Personnel Form Used

	Apparatus	Personnel
Suppression:	2	5
EMS:	1	2
Other:	0	0

☐ Resource counts include aid received

Casualties ☒ None
Deaths Injuries
Fire Service: 0 0
Civilian: 0 0

Hazardous Materials Released
N None

Detector

Mixed Use Property

Property Use
000 Property Use, Other

RECEIVED

MAY 18 2005

ENR5-005-LC-9309

CLAIMS DEPT 3

Person/Entity Involved**Business name****Phone Number****Mr., Ms., Mrs. First Name MI Last Name****Suffix****Number Prefix Street or Highway****Street Type****Suffix****Post Office Box Apt./Suite/Room City****State Zip Code****Owner****Business name****Phone Number****Mr., Ms., Mrs. First Name MI Last Name****Suffix****Number Prefix Street or Highway****Street Type****Suffix****Post Office Box Apt./Suite/Room****Ellaville
City****GA
State****Zip Code****Authorization****Officer in charge: Welch, Raymond****Signature:****Assignment****4/11/2005
Date****Training Officer Raymond Welch****Member making report:****Signature:****Assignment****Date****RECEIVED****MAY 18 2005****CLAIMS DEPT****EA65-265-LC-2381**

12301	Ge	4/8/2005		1	6	NFIRS - 1
FDID	State	Incident Date	Station	Incident Number	Exposure	Notes

Notes Title: Incident notes

Responded to the Report of a vehicle fire. On arrival found a Ford F150 fully involved with fire. Extinguished the fire and returned to service. Responding Units were Engine1, Truck2, Med 3. Personnel were, Raymound Welch, Jerry Stewart, Dewayne Stewart, Jimmy Byrd, Brian Belcher.

RECEIVED

MAY 18 2005

12301	Ge	4/8/2005		1		NFIRS - 2
FDID	State	Incident Date	Station	Incident Number	Exposure	Fire

Property Details

0	<input checked="" type="checkbox"/> Not Residential	0.000	<input checked="" type="checkbox"/> None
Est. number of residential units		Acres burned	Less than one acre
0	<input checked="" type="checkbox"/> Buildings not involved		
Number of buildings involved			

On-Site Materials ☒ None
or Products

On-site material (1)	Storage use (1)
On-site material (2)	Storage use (2)
On-site material (3)	Storage use (3)

Ignition

UU Undetermined
Area of origin
UU Undetermined
Heat Source
UU Undetermined
Item first ignited ☐ Confined to object of origin
UU Undetermined
Type of material first ignited

Cause Of Ignition ☐ Exposure Report
U Cause undetermined after investigation
Cause
Factors Contributing To Ignition
☒ None
NN None
Factor contributing to ignition (1)
Factor contributing to ignition (2)

Human Factors Contributing To Ignition

☒ None
Asleep
Possibly impaired by alcohol or drugs
Unattended person
Possibly mentally disabled
Physically disabled
Multiple persons involved

☐ Age was a factor
Estimated age of person involved
Sex of person involved

RECEIVED

MAY 18 2005

EP05-065-LC-0303

3

12301	Ge	4/8/2005		1		NFIRS - 2
FDID	State	Incident Date	Station	Incident Number	Exposure	Fire

Equipment Involved in Ignition
☒ None

NNN None

Equipment code

Brand:

Model:

Serial #:

Year: 0

Equipment Power

Equipment Power Source Code

Equipment Portability
☐ Portable
☐ Stationary

Fire Suppression Factors
☒ None

Fire suppression factor (1)

Fire suppression factor (2)

Fire suppression factor (3)

Mobile Property Involved
☐ None

☐ Not involved in ignition, but burned
☐ Involved in ignition, but did not burn
☒ Involved in ignition and burn

Mobile property model

 0
 Year

License Plate Number

State

VIN Number

Mobile Property Type & Make

 10 Passenger road vehicle, other
 Mobile property type

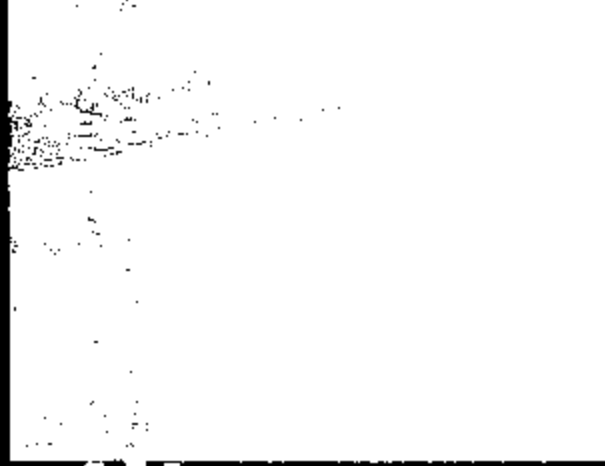
 FO Ford
 Mobile property make

Local Use
☐ Pre-Fire Plan Available

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

RECEIVED

MAY 18 2005

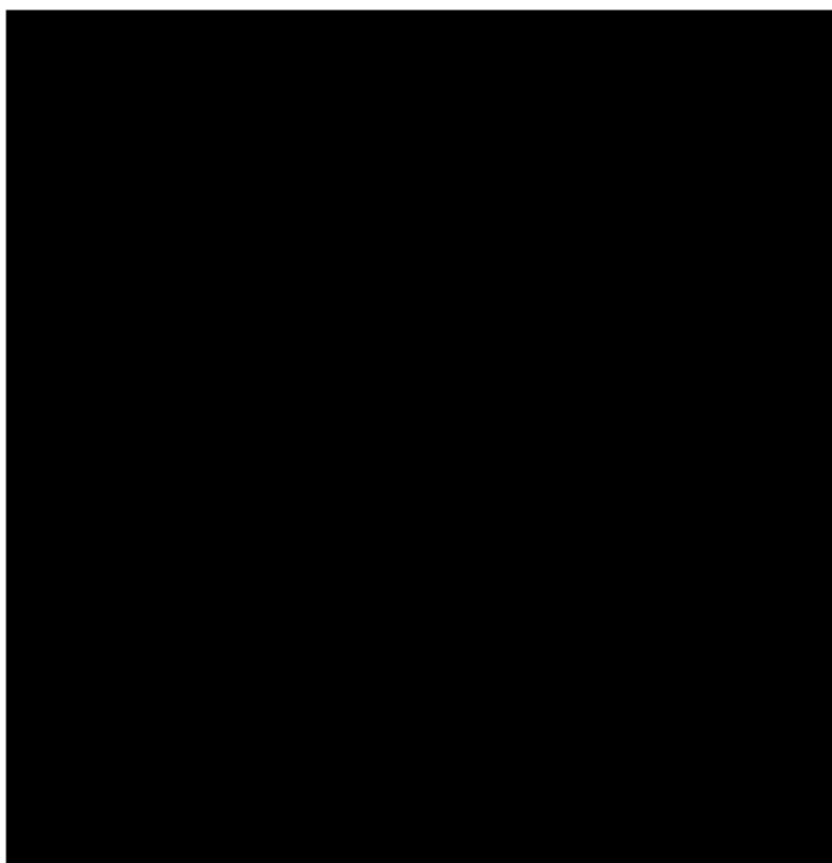


SPS-05-LC-0305

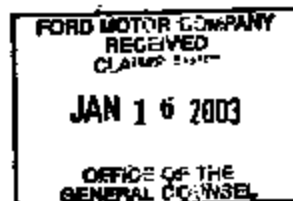
1620 BASS ROAD - MACON, GEORGIA 31210

Georgia Farm Bureau Mutual Insurance Company
Georgia Farm Bureau Casualty Insurance Company

P.O. BOX 7008 • MACON, GEORGIA 31208-7008
478-474-8411



4401 Creedmoor Rd. * Subrogation Department * Raleigh, NC 27656-1003



January 8, 2003

Ford Motor Company Customer Relationship Center
P.O. Box 6248 MD-3NE-B
Dearborn, MI 48126

SUB NOTICE LETTER

OUR INSURED: [REDACTED]
OUR CLAIM NUMBER: [REDACTED]
DATE OF ACCIDENT: 12-09-2002
AMOUNT: \$15,743.43
PENDING COVERAGES: FTC

Our insured's property was damaged on the above date when his vehicle caught on fire due to a manufacturing defect. Our investigation indicates that you are responsible for the damage.

Nationwide has paid for these damages, which gives us the right to recover the full amount of the loss from you, the responsible party.

If you have automobile, homeowner, or any other insurance that will cover this claim, please give us the name of your insurance company and we will make our claim to them. We consider the amount listed above to be payment in full, but will promptly notify you if we incur any additional expenses.

The vehicle involved is: 1999 Ford Ranger
Vin # 1FTZR15XOX [REDACTED]

Thank you for your immediate attention in this matter.

NATIONWIDE MUTUAL INSURANCE COMPANY
Rhonda Adams
Subrogation Dept.
P.O. Box 30,000
Raleigh N.C. 27622
(919)881-3244
Fax # 866-765-2569

Please provide us with the information below and return this letter.

Name of insurance company _____ Phone No _____
Address _____ Agent Name _____
Policyholder's Name _____ Policy Number _____

☐ I am not insured, my full payment is enclosed.

☐ I am not insured. My social security number is _____ Phone No _____

Signed: _____ Date: _____



Northside Vol. Fire Dept



533 Northside Drive
Rockingham, NC 28379

"Northside Volunteer Fire Department does not discriminate on the basis of race, color, or national origin."

Run # 20026-758

Date: 10/09/02

Location Of Call: 1975 Hwy 1 N

Type Of Call: (Check all that apply)	<input type="checkbox"/> Structure Fire	<input type="checkbox"/> Traffic Accident
	<input type="checkbox"/> Industrial Fire	<input type="checkbox"/> HazMat
	<input checked="" type="checkbox"/> Auto / Equipment Fire	<input type="checkbox"/> Mutual Aid
	<input type="checkbox"/> Woods Fire	<input type="checkbox"/> Other

Describe Mutual Aid and Other Fields here Mutual Aid To Hoffmann

- No Response

Property Owner(s): Christopher Daniel Allard

Sex:	Race:	
<input checked="" type="radio"/> F	<u>White</u>	Native American
	African American	Other
	Hispanic	

Insurance Company: Nationwide

Injuries / Fatalities: 0 Estimated Loss \$ 14000

99 Ford Ranger

Distance From Station: 9

Weather Conditions:

Clear	Rain	T-Storm
-------	------	---------

Units Responding	701	<u>702</u>	703	704	705
(Circle all that apply)	706	707	Ladder 1		

Officer in Charge: 709 Mutual Aid From: N/A

1st H/H/CC man
NFD Dispatched

Call Time: 13:54 Checked Enroute: 14:07 On Scene: 14:18

14:03
Cleared/Returned to Station: 14:32

Possible Cause: UNKNOWN

Investigation Referred to Other Agency? Yes ☒ No ☐ List Agency: _____

Report Completed By: Chet Anderson

Langham and Associates, Inc.

P.O. Box 1227

Morehead City, North Carolina 28557

STEVE W. LANGHAM, CFI
President

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

INVESTIGATION REPORT

REPORT NUMBER One

PRIVILEGED AND CONFIDENTIAL

December 17, 2002

PREPARED FOR:

Nationwide Insurance Company

265 Executive Park Drive
Winston-Salem, NC 27103

ATTENTION:

Mr. Eric Foulz

INSURED:



DATE OF LOSS:

Unknown

LOSS LOCATION:

Adessa-Clayton, NC

POLICY NUMBER:



CLAIM NUMBER:

FILE NUMBER:

A-02127-02

ER05-005-LC-8388

Insured: [REDACTED]

ASSIGNMENT

I received this assignment on Monday, November 18, 2002, from Mr. Eric Foutz of Nationwide Insurance Company. Mr. Foutz requested an examination to determine the origin and cause of the fire. My investigation commenced November 22, 2002.

SUMMARY OF ORIGIN AND CAUSE

This fire is accidental, resulting from the ignition of gasoline vapors due to an unspecified fuel system malfunction in the engine compartment. The following facts support this opinion: the concentration of fire damage in the engine compartment; the degree of destruction, predominantly to the right side of the engine at the location of the fuel injection system; and the elimination of other potential sources of ignition.

EXAMINATION

I examined this vehicle at Adesa Impact in Clayton, North Carolina on November 22, 2002. The vehicle is a 1999 Ford Ranger pick-up, with a complete Vehicle Identification Number of 1FTZR15XOX[REDACTED]. The Vehicle Identification Number was taken from the driver's side doorframe. There was no registration plate present on the vehicle. The safety inspection information was expired as of July of 2002 and due to the odometer being of electronic operation, the mileage could not be determined.

Exterior

With the exception of fire damage, the exterior of this vehicle was in good condition with no visible pre-fire or repaired body damage or outerbody panel rust through. The outerbody panels surrounding the engine compartment exhibited the heaviest degree of fire damage, more specifically on the right side of the engine compartment where the fire had actually melted and burned through the hood.

At the time of the fire, all four tires and wheels were present. At the time of my examination, all tire treads were matching and in good condition. Rims were of after market origin.

Engine Compartment

This vehicle was powered by a 6-cylinder, fuel injected, gasoline engine with power provided to the rear wheels through a standard five-speed transmission. A visual inspection of the engine compartment indicated that all normally expected components were present and there was no visual indication that the vehicle was in an inoperable condition at the time of the loss. Fluid levels were normal with no evidence of leakage.

The vehicle's 12-volt battery was present in the engine compartment. Examination of the remains of the battery, as well as the positive and negative battery terminals and wiring harnesses,

Insured: [REDACTED]

showed heat exposure damage only but no visible evidence of shorting, beading or fire-causing malfunction.

Fire damage to the engine compartment was most extreme on the right side of the engine. Heavy oxidation was observed at the valve cover and vacuum lines for the fuel injection system were completely burned away. Tracing and inspection of electrical wiring along that side did not show any indication of an electrical malfunction. The fire did extend slightly into the passenger area through the heater vent opening, but basically was confined to the right side of the engine.

Inspection of the incoming fuel line, which extended into the engine compartment from the left side, crossing over the engine to the right side, revealed that the flexible portion appeared to be intact but it was impossible to determine if there was any looseness of the connection due to the post-fire examination, which could have caused the gaskets or o-rings to have deteriorated during the course of the fire; however, due to fire damage, the exactness of that could not be determined.

Interior

At the time of the fire, both driver and passenger side doors were closed with windows in the raised position. Fire damage to the interior of the vehicle consisted primarily of heavy smoke staining of glass, with some melting of the dashboard on the passenger side. This was due to the fire penetrating through the firewall from the engine compartment.

Inspection of the fuse panel revealed three fuses to be in the "tripped" position, one 20-amp, one 15-amp, and one 10-amp. The exact circuits which these fuse served could not be determined due to the information being located in the owner's manual, which was not present within the remains of the glovebox material.

With the exception of slight melting of the dashboard on the passenger side, there was no further fire damage within the passenger compartment as the fire damage was confined predominantly to the engine compartment.

INVESTIGATION

Based on information I obtained from Mr. Eric Foutz of Nationwide Insurance Company, the insured had just driven the vehicle to a specific location, turned the vehicle off and was departing the vehicle when he observed smoke coming from the hood.

There is no record of any recent mechanical repairs conducted on the vehicle; however, a search of the National Highway Traffic Safety Administration does have a recall on this particular make and model of vehicle. The recall deals with an o-ring seal in the fuel injection pulse damper to the fuel rail joint. This could be damaged, allowing fuel leakage and in the presence of an ignition, a fire can result from the fuel leakage. This affected 330 vehicles. It is unknown if this particular loss fell into the recall dealing with a fuel system malfunction. This information from NHTSA will be submitted with this report.

Case No. A-02127-02

- 4 -

December 12, 2002

Insured: [REDACTED]

COMMENTS

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

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

cc: Steve W. Langham, CFI

ENCLOSURES

- I. Twenty-four (24) Color Photographs With Photo Explanation Sheet

Case No. A-02127-02

Insured: [REDACTED]

Enclosure No. #2

PHOTO EXPLANATION SHEET

- 1-2. Driver's Side Exterior
- 3-4. Passenger Side Exterior
5. Exterior Engine Compartment
6. Right Side Front Tire Burned at Engine Compartment
- 7-8. Overall Fire Damage of Engine Compartment
9. Remains of Air Cleaner on Right Side of Engine
10. Wiring Harness on Right Side of Engine Showing No Unusual Conditions
- 11-13. Remains of Wiring Harness From Driver to Passenger Side
14. Location of Incoming Fuel Line to Fuel Injection
15. Remains of 12-Volt Battery
16. Incoming Fuel Line on Driver's Side
17. Wiring Harness Near Area of Origin Showing No Unusual Conditions
18. Driver's Side Dash
19. Location of Fuse Panel
20. Melting Damage of Glovebox
21. Close-up of Wiring Harness and Air Conditioning Condensing Coils on Passenger Side Showing No Unusual Condition
22. Center Console Area
23. Remains of Radiator Showing Melting Damage Consistent With the Fire Starting on the Right Side of the Engine
24. Close-up of Heater Motor Showing No Unusual Conditions

EA05-005-LC-9313

PHOTO SHEET

FILE NO. A-02127-02



1



2

EA05-005-LC-8314

PHOTO SHEET

FILE NO. A-02117-02



3



4

ER05-805-LC-8315

PHOTO SHEET

FILE NO. A 02127-02



5



6

PHOTO SHEET

FILE NO. 4-0217-02



7

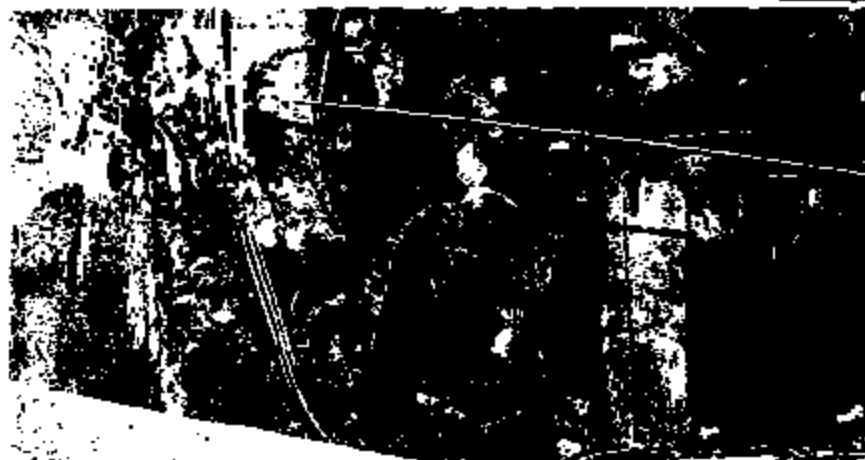


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EROS-005-LC-9317

PHOTO SHEET

FILE NO. A-02127-82



9



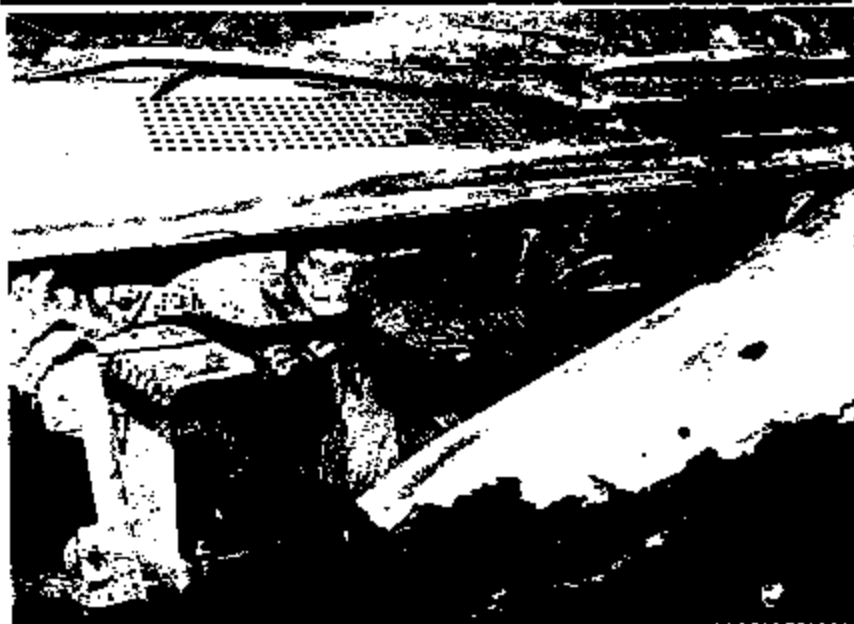
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PHOTO SHEET

FILE NO. A-02127-02



11



12

ENG-005-LC-9319

PHOTO SHEET

FILE NO. 4-02127-02



13



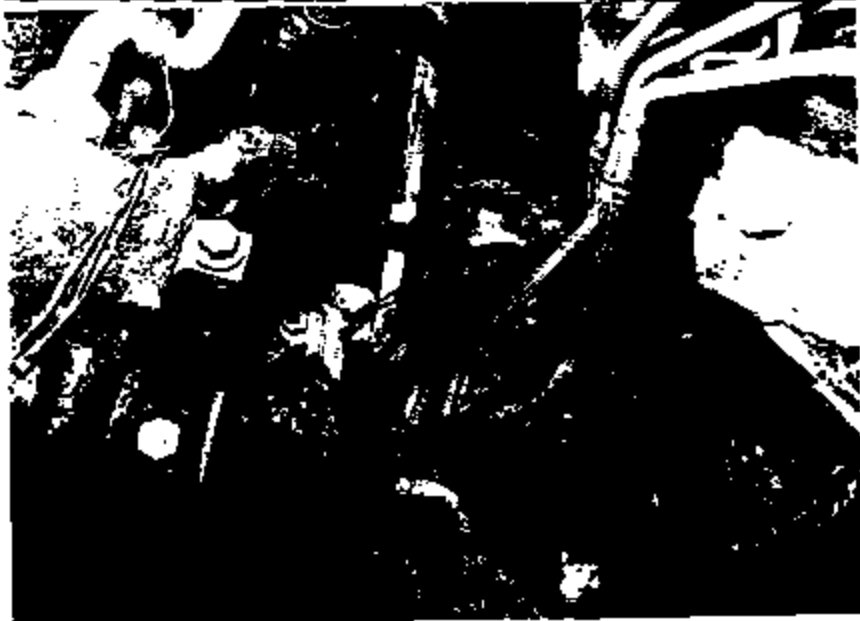
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PHOTO SHEET

FILE NO. A-02127-02



15



16

EA05-005-LC-8321

PHOTO SHEET

FILE NO. 4-02127-02



17



18

PHOTO SHEET

FILE NO. 802127-02



19



20

PHOTO SHEET

FILE NO. A-02127-02

1



21



22

PHOTO SHEET

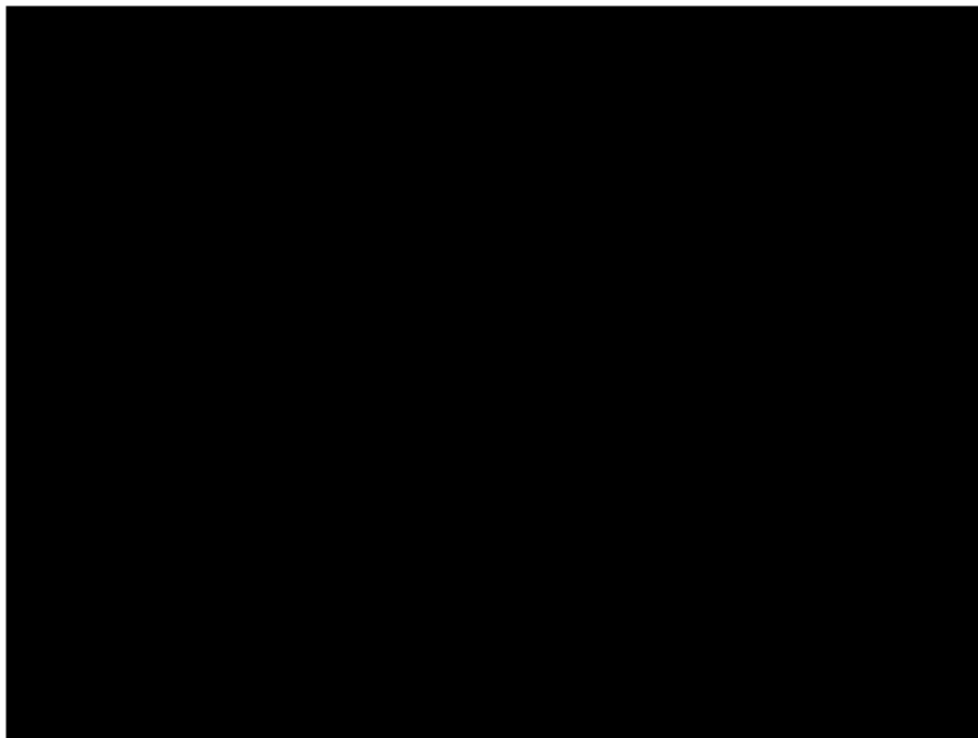
FILE NO. A-02127-02



23

24

ER05-005-LC-8325

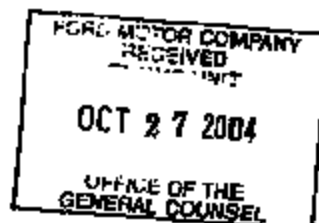


**Allstate**

You're in good hands.

DIAMOND BAR
P. O. BOX 6517
DIAMOND BAR CA 91765-8517CUSTOMER
RELATIONSHIP
CENTER

OCT 26 P 2 10

FORD MOTOR COMPANY
PO BOX 6248
DEARBORN MI 48121-6248

October 12, 2004

INSURED: [REDACTED]
DATE OF LOSS: October 08, 2004
CLAIM NUMBER: [REDACTED]PHONE NUMBER: 888-358-8415
FAX NUMBER: 909-612-2888
OFFICE HOURS: Mon - Fri 8:00am - 5:30pm

Please be advised that our insured, [REDACTED] 1995 Ford Bronco started fire on 10/08/04. The vehicle identification number is #1FMEU15H8S [REDACTED]

We have hired Hotwire Electronics to do a cause and origin report on the fire loss. The vehicle is located at our Copart Yard, 1215 S Rancho, Colton, CA 92324. Please note that we will hold the vehicle at the copart location for 20 days from the date of this letter.

Please contact Carol Rodeback, with Hotwire to arrange a date and time for both representatives to see the vehicle at the same time. Carol's number is 714-534-7650.

Please be advised that I will be waiting on Hotwire's report to see if Allstate will have subrogation on this loss against Ford Motor Company.

If you have any questions please contact me at 909-612-2038. My working hours are Monday through Friday 8:00am to 4:30pm.

Sincerely,

MARY-MARGARET LOOMERMARY-MARGARET LOOMER
909-612-2038
Allstate Indemnity Company

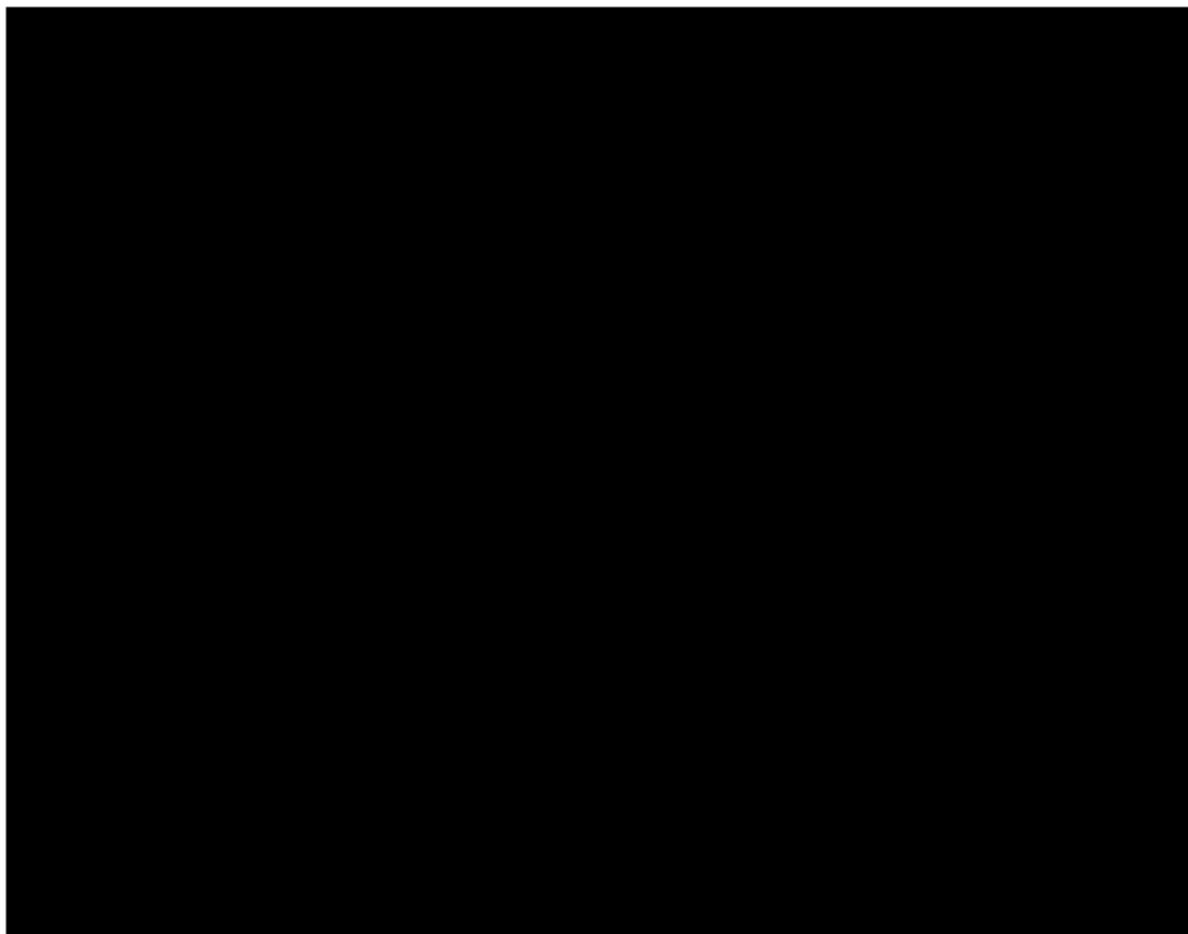
Copy: HOTWIRE ELECTRIC

- 195 Bronco
- VIN
- WSD
- ESP 3/18/95
2/20/95
7681294
ex 14440

GEN1001

1674990872 GML

ER05-005-LC-0328



BEGINNING OF CONTACT

02/06/2003

MASTER OWNER RELATIONS SYSTEM III

07.29.13

INQUIRY ISSUE CASE NBR: 0416500363
 REGION: 72 SAN FRANCISCO ZONE: B2 OPENED: 02/05/2003
 VIN: 1FMEUJ34EXK2 ENGINE: E VEH TYPE: T CLOSED: 02/05/2003

LAST NAME: STATUS: CLOSED
 TITLE: FIRST NAME: MI:
 ADDRESS: CITY: SANTA CRUZ STATE: CA ZIP:
 HOME PHONE: MODEL YEAR: 1999 MODEL: EXPLORER 4X4 4-DOOR
 MILEAGE: 60000
 DEALER NAME: NORTH BAY FORD-LINC SALES CODE: F72426 P & A: 07888
 REASON CODE: 0703 LEGAL - ALLEGED SERIOUS INJURY
 SYMPTOMS: 704104 FIRE/SMOKE VISIBLE FLAME COLL. RELATED

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION
 ACTION: 705 - FOR FUTURE USE
 DOCUMENT: ANALYST: GREGG GARTH BEAM
 ACTION DATA/COMMENTS:

RECEIVED
 CLAIMS UNIT
 FEB - 5 2003
 OFFICE OF THE
 GENERAL COUNSEL

2003/02/05

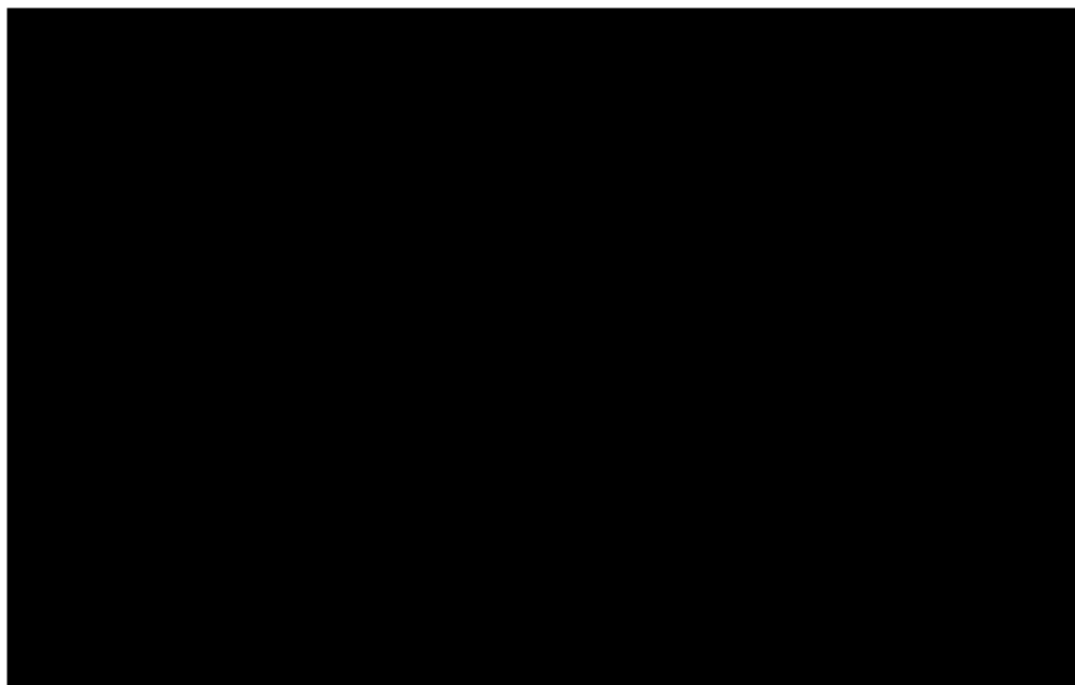
11.33.41 CUSTOMER SAYS: -- VEH WAS INVOLVED IN AN ACCIDENT
 COUGHT ON FIRE THEN EXPLODED -- A PASSER BY MANAGE TO GET
 CUST WIFE OUT OF THE VEH CUST WIFE IS CURRENTLY IN THE
 HOSPITAL IN CRITICAL CONDITION CUST HAS ALREADY REPOR
 TED THE CONCERN TO THE POLICE -- THE ACCIDENT OCCURED ON J
 AN.31/03 @ 4PM -- CALLING TO REPORT THE CONCERN TO FORD
 PER CUSTOMER, DEALER SAYS: -- NONE-- CAC ADVISED: - I WI
 LL FORWARD THIS INFORMATION TO OUR FORD LEGAL DEPARTMENT. S
 OMEBODY WILL CONTACT YOU IN 7- 10 BUSINESS DAYS. IMPERENCE
 CASE ID: 5340

- 19a expe
 - VIN

CONSUMER AFFAIRS

02/06/2003 MMFAIRPG

ER05-085-LC-8327





Office of the General Counsel

PRIVILEGED & CONFIDENTIAL

Ford Motor Company
 Peridone Towers West
 Suite 300
 Three Peridone Boulevard
 Dearborn, Michigan 48120-3000

April 22, 2005

Safeway Insurance Company
 10 Canebrake Blvd., Suite 200
 Flowood, MS 39232
 ATTENTION: JEFF BEALL

Re: Claimant: [REDACTED]
 DPO/E: 03-28-2005
 Your Claim #: 1005782

Dear Mr. Beall:

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

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

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

- 9. What was the city and state of occurrence: NA Columbus, MS
- 10. The 17 digit vehicle identification number: NA 1FMRU15W0121 [REDACTED]
- 11. What was the mileage at time of occurrence: 107,132
- 12. What is the alleged defect: Cruise Control Switch NA
- 13. Has the alleged defective part been repaired or replaced? (circle one) Yes or No

- 2 -

14. What is the current location of the vehicle, and the alleged defective part(s)?

Henry's towing 1923 Gardner Blvd. Columbus MS 39702

15. List all after market additions or modifications that were made to the vehicle:

None.

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

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

18. Was this vehicle purchased new or used?

If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased.

*Date of purchase - 3/17/04. Mileage - 48,000
Purchase from Premier Fuel, Inc., Meridian, Mississippi - Columbus, MS.*

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

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

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

Sincerely,

Sharon S. Norton
Sharon L. Norton
Claims Analyst /
Litigation Assistant

ENG-005-LC-0329

John K. Owens, Ph.D., P.E.

Post Office Box 36 • Starkville, MS 39760
Telephone: 662/323-8802 • Fax: 662/323-8001
e-mail: jko@ra.msstate.edu

Date: April 22, 2005

Insured: [REDACTED]

Client: Safeway Insurance Company
Post Office Box 98179
Jackson, MS 39298

Claim No.: [REDACTED]

Re.: Vehicle Fire
Columbus, Mississippi

Attention: Mr. Jeff Beall

Owens file: P05-025

ELECTRICAL EVALUATION

On April 9, 2005, at the request of Mr. Jeff Beall (issued by Dulaney Investigative Services [DIS]), this engineer traveled to Henry's Wrecker Service in Columbus, Mississippi for the purpose of making an electrical inspection and evaluation of the burned vehicle. The burned vehicle was reported to be a 2001 Ford Expedition. Mr. Mike Dulaney of DIS reported that the vehicle was located at Premier Ford in Columbus, Mississippi when it caught fire. Mr. Beall reported that the insured had changed fuses for interior lights, power windows, and gear shift for three days straight, leading up to the date it burned at Premier Ford in Columbus. The information also indicated that the vehicle was purchased from Premier Ford on March 25, 2004, and that there had been no repairs done to it. The cruise control stopped working approximately three or four months ago. The car was parked at Premier Ford at 8:15 a.m., and the fire was discovered at 8:45 a.m.

The vehicle was found at Henry's Wrecker Service in Columbus, Mississippi, and its VIN number (1FMRU15W01L [REDACTED]) was read from a tag on the driver's door frame. The vehicle was manufactured in March 2001.

The fuse panel in the passenger compartment was inspected. A red "add-on" wire that connected to a switch was noted. The wires had an in-line fuse, which was good. A good 10-amp fuse was found on the driver's side floor mat. All the fuses were checked, and the sizes were correct. Three fuses were blown; however, their function is not known. The fire had not burned in the passenger compartment.

**This report is furnished to Safeway Insurance Company and becomes the property thereof.
Release of this report to any other individual or agency is solely the
responsibility of Safeway Insurance Company.**

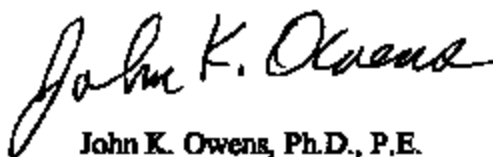
ERG-005-LC-8330

Mr. Jeff Beall
Safeway Insurance Company
Ref.: Claim No.: 1005182 - [REDACTED]
April 22, 2005
Page two

A walk-around of the vehicle revealed that there was a hole melted in the driver's side of the hood of the vehicle. The hole is near the location of the master cylinder in the engine compartment. The hood was raised and propped open. The battery was measured to be 12.73 volts. The fire in the engine compartment was on the driver's side, as indicated by the hole in the hood. The nomenclature of the cruise control disconnect switch was not readable. The cruise control disconnect switch was inspected, and it was noted that the connector was gone and that copper beads indicated electrical activity in the disconnect switch. Beading (evidence of electrical activity) was noted inside the disconnect switch (photographs 22 and 24). Beading was not noted in the other wiring (the ignition switch was turned off). The collar of the disconnect switch had been hot, and could not be meaningfully inspected.

CONCLUSION

After a close inspection of the burned vehicle, it is my professional opinion that the cruise control switch failed, overheated, and ignited nearby combustibles.


John K. Owens, Ph.D., P.E.

I specifically reserve the right to modify any opinion stated in this report if new data become available.

John K. Owens, Ph.D., P.E.

Post Office Box 36 • Starkville, MS 39760
Telephone: 662/323-8802 • Fax: 662/323-8001
e-mail: jko@ra.msstate.edu

Date: April 22, 2005

Insured: [REDACTED]

Client: Safeway Insurance Company
Post Office Box 98179
Jackson, MS 39298

Claim No.: 1005182

Re.: Vehicle Fire
Columbus, Mississippi

Attention: Mr. Jeff Beall

Owens file: F05-025

PHOTOGRAPH LIST

NUMBER	DESCRIPTION
1, 2	Front and passenger side of burned vehicle.
3-5	Rear and driver's side of burned vehicle.
6, 7	Hood of burned vehicle as seen from above.
8	Interior of front of vehicle as seen from driver's door.
9, 10	Cover and fuse panel in burned vehicle; note red add-on wires.
11	Close up of red add-on wires, in line fuse and switch to which they went.
12	VIN tag on driver's door frame of burned vehicle.
13	Interior of front of vehicle as seen from passenger's door.
14, 15	Second seat in rear of burned vehicle; note lack of burning.
16	Engine compartment of burned vehicle as seen from driver's side; note cruise disconnect switch (at arrow).
17	Engine compartment as seen from passenger's side.
18	Engine compartment as seen from front.
19	Close up of cruise disconnect switch and remains of engine compartment fuse/relay block
20, 21	Close ups of cruise disconnect switch as seen from front and right.
22, 23	Close ups of interior of cruise disconnect switch.

Mr. Jeff Beall
Safeway Insurance Company
Ref.: Claim No.: 1005182 - Keshia Skinner
Photograph List
Page two

NUMBER	DESCRIPTION
24, 25	Magnified close ups of copper ball and debris in cruise disconnect switch.



Fire & Arson Investigation Consultants, Inc.



FIRE & EXPLOSION INVESTIGATIONS
FIRE PROTECTION ANALYSIS
EXPERT COURT TESTIMONY
PRIVATE INVESTIGATION SERVICES

VEHICLE FIRE ORIGIN & CAUSE ANALYSIS

2000 Ford Explorer

U.S. MAIL

AUG 20 2001

HAGERSTOWN CSO

*Prepared by: Michael E. Schaal, C.F.E.I., C.F.E., P.I.
Senior Fire & Explosion Investigator*

August 17, 2001

**THIS REPORT IS PRIVILEGED COMMUNICATION AND CONFIDENTIAL TO
THE ADDRESSEE**

F.A.I.C. File No. -01-1558-184

ENR-003-LC-0169

U.S. MAIL

AUG 20 2001

HAGERSTOWN CSO

TABLE OF CONTENTS

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2.0	<u>INVESTIGATION/ANALYSIS</u>	2
2.1	<i>Site Examination</i>	2
2.2	<i>Interview: Billy Potter</i>	3
3.0	<u>CONCLUSIONS</u>	4

APPENDIX A *Photographs*

AUG 20 2001

HAGERSTOWN CSO

1.0 INTRODUCTION/BACKGROUND

On July 17, 2001, F.A.I.C., Inc., was requested to conduct an origin and cause investigation of a vehicle fire located at Central Penn Salvage Auction, Greencastle, PA. Specifically, F.A.I.C. was asked to determine the origin and cause of the fire.

Billy Potter, PO Box 2944, Martinsburg, WV 25402-2944 owned the vehicle. It was reported to F.A.I.C., that the vehicle caught fire on June 18, 2001. Furthermore, it was reported that the subject vehicle was in use at the time of the fire event.

2.0 INVESTIGATION/ANALYSIS

F.A.I.C.'s investigation consisted of a site examination on July 23, 2001, by Michael E. Schaal, C.F.E.I., C.F.E., P.I. Color photographs, with attention focused on the area of origin, were taken during the examination and are included in this report.

2.1 Site Examination

The subject vehicle was a 2000 Ford Explorer, which was maroon in color. The Vehicle Identification Number was 1FMDU84P8YZ [REDACTED] The tags were removed from the vehicle, prior to our inspection.

The exterior examination of the vehicle revealed that it had suffered extensive fire damage, primarily from the passenger's compartment, extending towards the front and rear of the vehicle (Photos 1-1 through 1-4). An examination of the exterior of the subject vehicle did not reveal any evidence of a vehicle collision. Some damage was noted to the hood which was consistent with fire suppression activities.

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F.A.I.C. File # 01-1558-104

It was evident by the burn patterns to the exterior of the vehicle that the fire originated within the passenger compartment. Extensive damage was noted to the roof above the front seats. Additionally, the windshield and front door windows suffered extensive damage.

An inspection of the engine compartment revealed that its damage resulted from fire exposure (Photo 1-13 & 1-14). All of the damage noted within the engine compartment resulted from the fire's penetration of the firewall from the passenger's compartment. An inspection of the engine oil and transmission fluid revealed that it was at its proper level.

An inspection of the interior of the passenger's compartment revealed that it had suffered extensive and complete burning throughout (Photos 1-5 through 1-9). An examination of the contents revealed that all the sound equipment was present at the time of the fire. A thorough examination of the burn patterns revealed that the most extensive fire damage was located in the middle of the dashboard area (Photo 1-16). Specifically, in the area of the where the radio was located (Photo 2-6 & 2-7). An examination of the steering column revealed the remains of the key was still in the ignition. A closer examination of the ignition revealed that the key appeared to be in the accessory position (Photo 1-10).

2.2 Interview: Mr. Billy Potter

Mr. Potter reported that he had just returned from the post office which was approximately a five minute trip. He pulled in his driveway, turned off the engine and turned the ignition to the accessory position. He turned on the radio which was a factory installed AM/FM CD/Cassette player. He was playing a CD when the fire occurred. Mr. Potter reported that he was playing the CD for approximately 10 minutes when he

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observed smoke/fire coming from the area of the dashboard where the radio was installed.

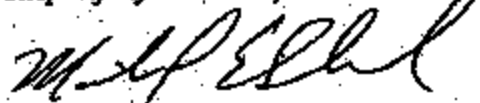
The vehicle reportedly accumulated approximately 3600 miles. He has owned the vehicle for 5 weeks. The only work that has been performed on the vehicle has been an oil change.

3.0 CONCLUSIONS

The following conclusions are based on information obtained during the site examination and interviews with the principals in this incident. These conclusions also have foundation based on the investigator's experience and education. F.A.I.C., Inc., retains the right to modify this report, or submit a supplemental report, in the event that additional information becomes available. Based on this investigation and analysis, and to a reasonable degree of certainty, F.A.I.C., Inc., determined the following:

- ◆ The origin of the fire was located within the passenger compartment, specifically in the dashboard in the area of the radio (Photo 2-6 & 2-7).
- ◆ The cause of the fire resulted from an electrical failure within the dashboard.
- ◆ Ford Motor company should be placed on notice for subrogation potential.

Respectfully submitted,



Michael E. Schaal, C.F.E.I., C.F.E., P.I.
Senior Fire & Explosion Investigator

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APPENDIX - A

Photographs

PHOTOS

ENG-025-LC-0175



Photo 1 - Front of the vehicle



Photo 2 - Side profile of the vehicle

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Photo 1 - Rear of the vehicle

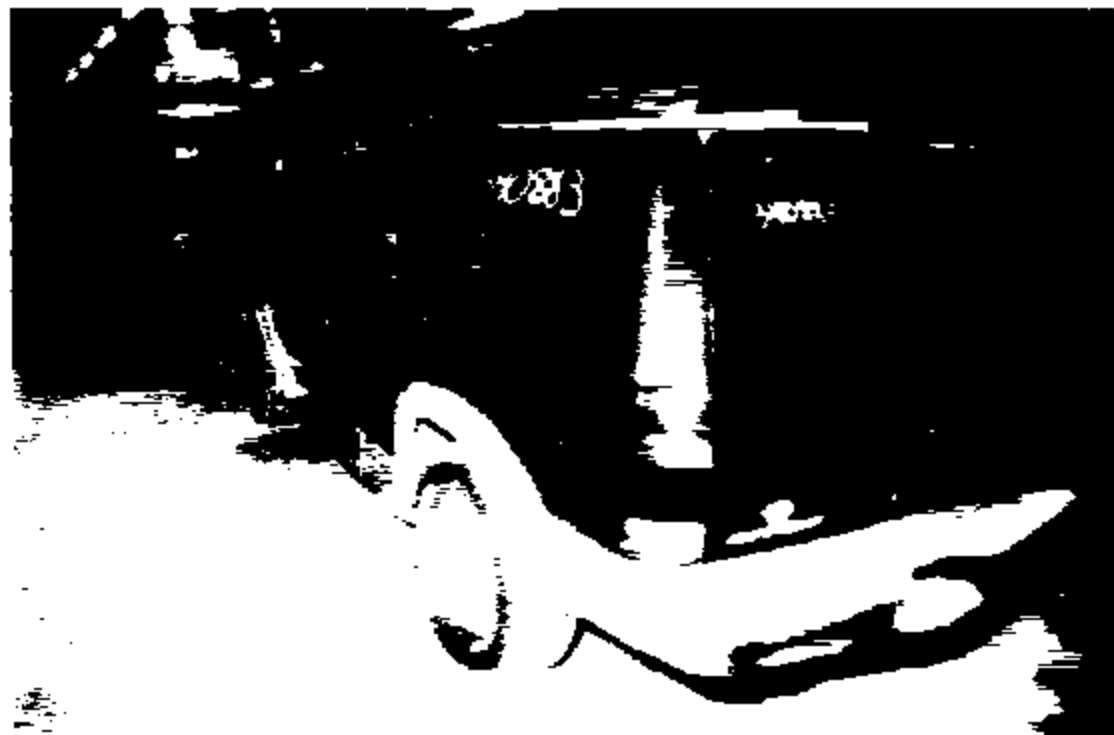


Photo 2 - Side of the vehicle

BP03-M03-LC-9177

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Photo 1-5 Fire damage to dashboard viewed from the driver side door



Photo 1-6 Fire damage to the dashboard viewed from the driver side door

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Photo 1- Interior damage viewed from the front

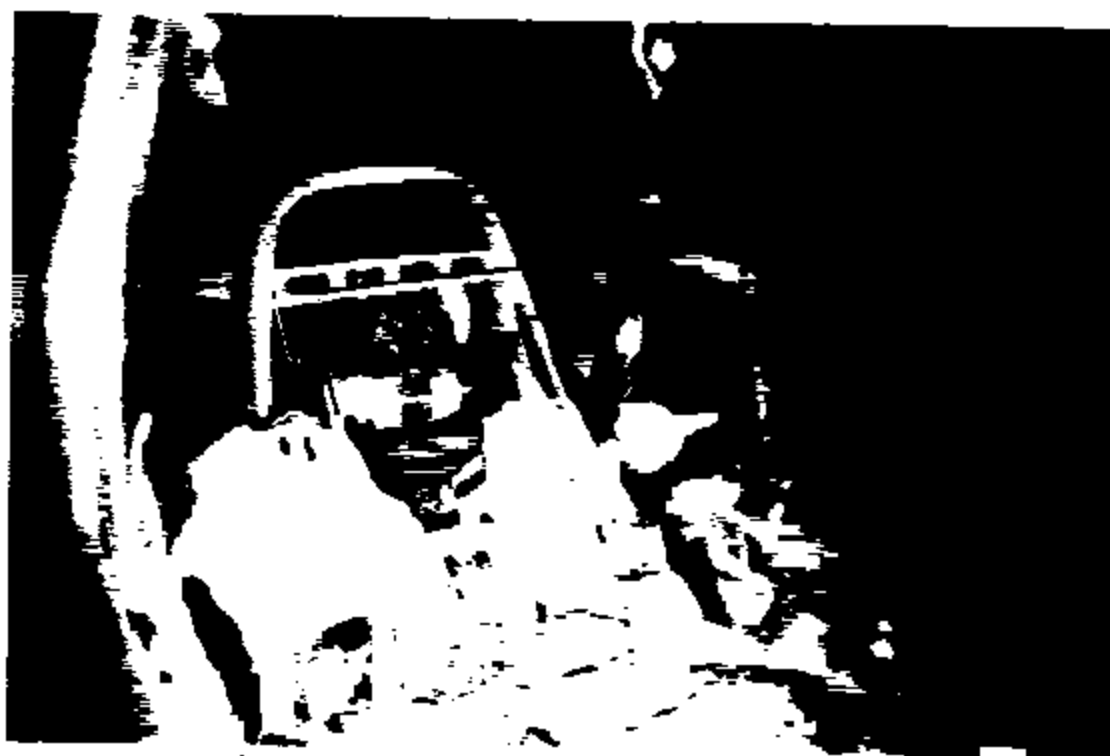


Photo 2- Front interior view of the vehicle showing damage

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Photo 1-9 Fire damage to the front seats



Photo 1-10 Stripped columnar area key to the location

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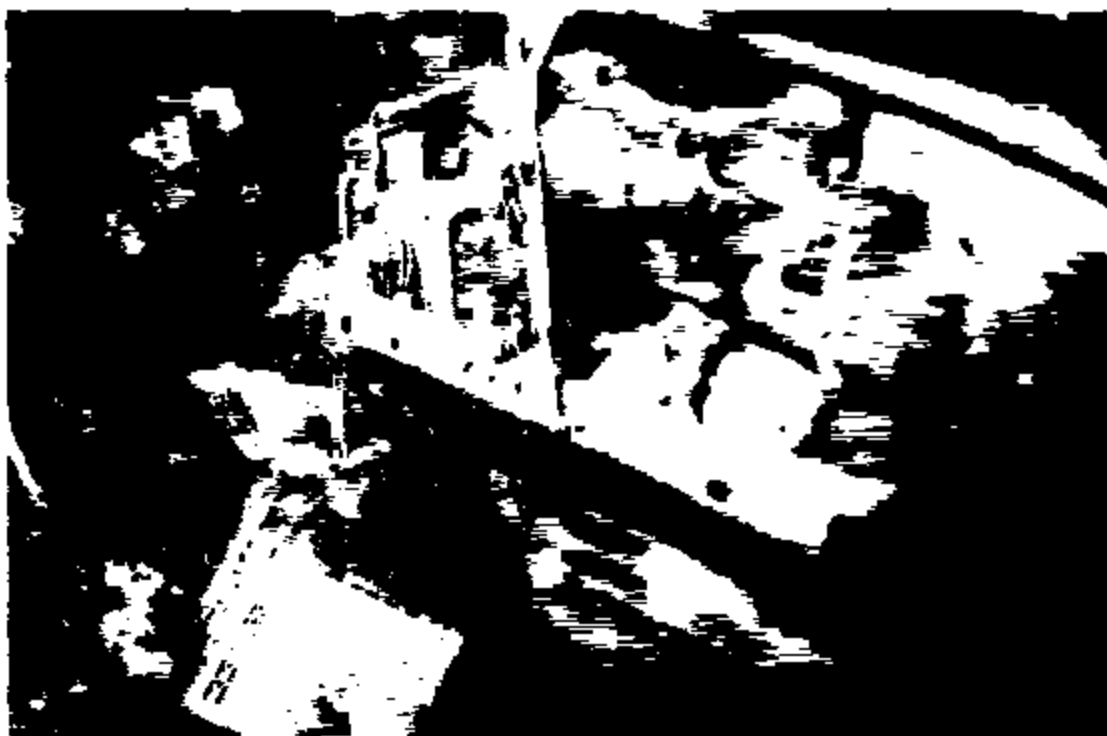


Photo 1.11 Fire damage to the passenger side dashboard



Photo 1.12 Features of car

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Photo 111: View of engine compartment



Photo 112: The technician in the compartment of the engine

ERG-005-LO-9182

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Photo 1-15 Area of blower fan



Photo 1-16 Fire damage to the Jackhammer

EP05-005-LC-8183

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Photo 117: Electrical component found next to the radio



Photo 118: Face of the suspect

ENC-001-LC-9104

Photo 1-19 Newspaper



Photo 1-20 Remains of radio



Photo 1-21 Remains of radio

ENCLOSURE

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Photo 1-22 Area of origin

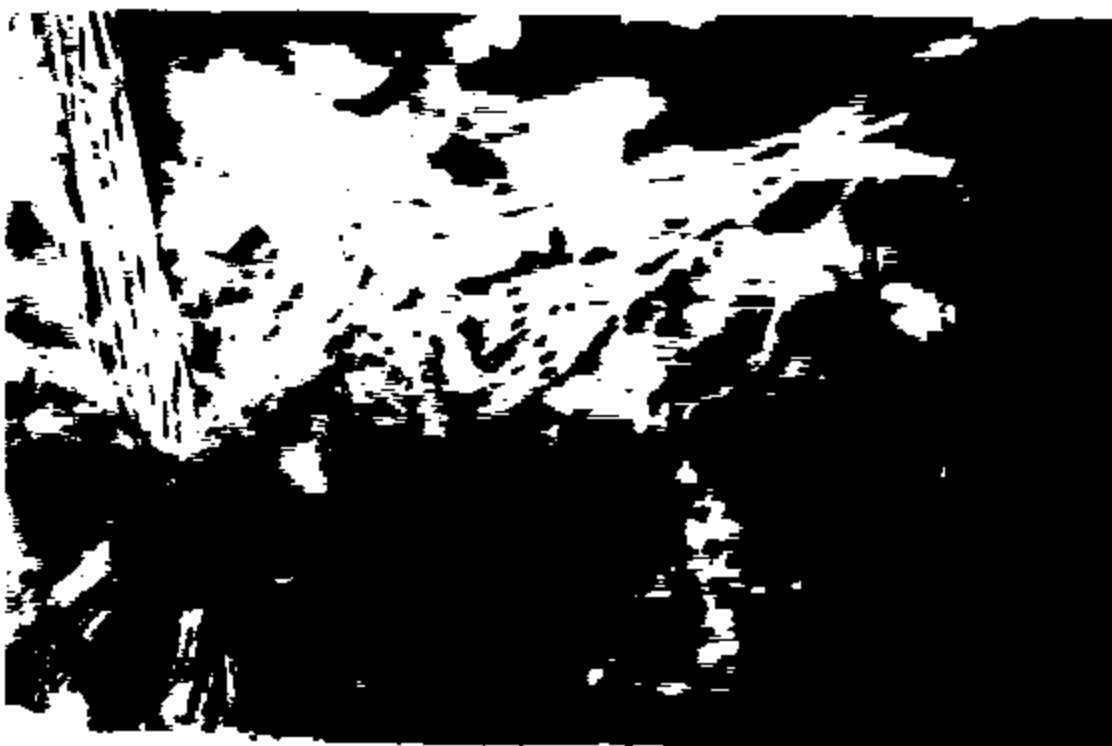


Photo 1-23 Electrical components in the area of origin

BR25-005-LC-918B



Photo 1-21 Remains of circuit board



Photo 1-22 Top of the board

EROS-005-LC-0107

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Photo 2-2 Side of the radio



Photo 2-3 Face of a person found

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Photo 2-4. Remains of a circuit board

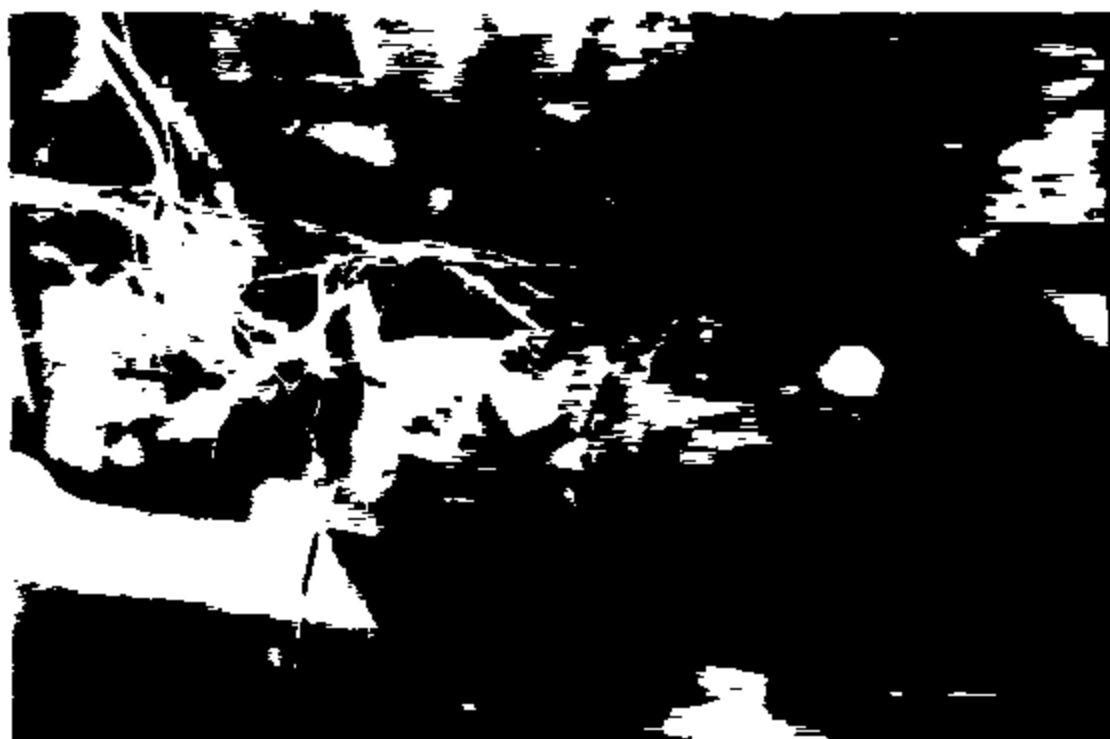


Photo 2-5. Remains of electrical components with traces of orange

EX-105-005-LC-0189

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Photo: 2.6 Area of origin



Photo: 2.7 Area of origin

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Photo 28 Remains of heater cord

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