





ALLSTATE INSURANCE COMPANY
P.O. BOX 148288
IRVING TX 75016

08/16/97

(972) 929-5400

FORD MOTOR CO /OFFIC OF GENERAL COUNSEL
PARKLANE TOWERS W400
DEARBORN MI 48126

OUR INVESTIGATION INDICATES THAT YOUR INSURED WAS RESPONSIBLE
FOR THIS LOSS.

SINCE WE HAVE ALREADY MADE A SETTLEMENT WITH OUR POLICYHOLDER,
THE CLAIM HAS BEEN ASSIGNED TO US. COPIES OF THE FINAL PAPERS
RELATING TO THE LOSS ARE ENCLOSED.

PLEASE ACCEPT THIS LETTER AS NOTICE OF OUR SUBROGATION CLAIM.
PLEASE FORWARD YOUR PAYMENT WITH OUR CLAIM NUMBER TO:

ALLSTATE PAYMENT PROCESSING CENTER
P.O. BOX 227257
DALLAS, TX, 75222-7257

DIRECT ANY OTHER CORRESPONDENCE TO THE ADDRESS AT THE TOP
OF THIS LETTER.

SINCERELY,

SUBROGATION CLAIM REP

ALLSTATE INSURANCE COMPANY

CBP:G

YOUR FILE NO. :
YOUR INSURED :
ADDRESS :
DEARBORN MI

OUR CLAIM NO. :
OUR INSURED :
LOSS DATE : 06/02/97

LOCATION :
42 APACHE...PKD IN DRIVEWAY PORTER TX

AMOUNT OF LOSS: ~~\$147.96~~ \$26,976.44

Allstate

Vehicle Total Loss Report

DATE: 6/5/97

Office Number:	Desk #	Agent/Client	Year & Make:	Model	Body Style	CCC Report #
387	1	FTD X	1997 FORD	F50	CRUZE	2051836
Type of Salvage:	Collision 1	Fire 2	Immersion 3	Total Theft Uncovered 4		
Vehicle Type:	Private Passenger 1	Utility Truck 2	Other Truck 3	Pass. Veh. 4	Trailer 5	Boat 6
MD Code:	387	Date of Loss:	6/2/97	Owner's Name:		Adjuster:
Date Purchased:	4/1/96	Where:	GREATER NEW ENGLAND	Where 4/State:	MA	Mileage:
						25000

Location of Salvage:	RESIDENCE	Transmission:	AT	SB	SB	Mileage:	25,000
Salvage Moved To:	BCAP SH #711865	84	83	00	FW	PU	
Date:		Body Style:	2DR	4DR	LT/Hatchback	Convertible	Wagon
Estimated Salvage Value:		Pickup	Van	Utility	Motorcycle	1/2 Ton	3/4 Ton
Advance \$:	Tow \$	Shortbed	Longbed	Cab & Chassis	Flatbed	Ferrisride	
Storage \$:		Engine Detail:	Stn:				
Advance charges paid by adjuster?	Y (N) S	Cylinders:	3	4	5	6	8
Storage Rate / Day \$:							
Will Salvage Be Moved?	Y (N)						

POWER OPTIONS PS Power Steering PW Power Windows PL Power Locks PD Power Drive Seat PC Power Pass. Seat PA Power Antenna AM AM FM FM ST Stereo CS Cassette SE Stereo/Seat ET Eight Track CR Radio EQ Equalizer CP Compact Disc Player BA Bose Music IS Infiniti System JS JBL Stereo WHEEL OPTIONS AL Alloy LC Locking Wires SA Spoked Aluminum SY Spoked Steel WW Wire WC Wire Covers RW Rally Wheels	CONVENIENCE AC Air Conditioning AR Rear Oxygen TW Tire Wheel CC Cruise/Control CB Cloth Seats LS Leather Seats DB 4 Wheel Disc Brakes TL Telescopic Wheel AL Auto Load Level SS 3rd Seat (Nagans only) SP 8 Passenger DA Dual Air Conditioning ROOF OPTIONS VR Vinyl Roof RF Cabriolite Roof ES Electric Steel EG Electric Glass MS Manual Steel MG Manual Glass FR Flip Roof TT T-Rope GT Glass T-Rope RR Roof Rack	STAYS / VANS / UTILITY / OTHER GR Grip Bumper SR Sliding Rear Window XT Auxiliary Fuel Tank 2T Two Tone Paint D2 Deluxe 2-Tone Paint ME Metallic Paint TB Tinted Glass DT Deep Tinted Glass CT Soft Top HT Hard Top FL Fog Lights SD Sliding Doors BL Bed Liners OTHER OPTIONS WG Woodgrain BR Body Side Molding BU Bucket Seats IW Interchangeable Wheel PA Power Antenna PM Power Mirrors PT Power Trunk WR Rear Window Wiper RL Redding Seats AR Airlock Brakes AB Air Bag PB Passenger Air Bag	CONDITIONS Interior: OK Exterior: OK Mechanical: OK Wires: LF 10/32 RF 10/32 LH 10/32 RH 10/32 John P. Sullivan
--	---	--	--

REPAIR BASIS (To be completed by adjuster) C147 Amount \$ Deductible \$ Depreciation \$ Total \$ Actual Loss \$ Owner's Certificate Attached? Y (N) If Not, When?	TOTAL LOSS BASIS Agreed Cash Value \$25375.00 (If different than the amount shown on the front of this form, explain in detail) Plus (if applicable) Sales Tax \$1585.94 License / Title \$15.50 Total Additions \$1601.44 Less Deductible (if applicable) \$500.00 Less Salvage Value \$ Amount Paid \$26476.44 \$7500 Credit to H? Y (N)	CONDITION Please indicate the overall vehicle condition based on the following scale: 3 Above Average 2 Average Dealer 1 Average Private 0 Fair PACKAGES/SPECIAL FEATURES (OOD - all back) Condition is as completed by owner/adjuster Title Received: 6/2/97 Title in Possession: 6/2/97 Date of Sale: 6/2/97
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C2208-TLF 588

No photos taken

POLICY		R		CLAIM NUMBER	
0295		3		75889787	
COMPREHENSIVE DETACHMENT OF FIRE LOSS OF 6-2-97					
TOTAL LOSS AND FINAL PAYMENT ON PROPERTY					
DAMAGES - ACCT # DEN 356 9ELS					
Twenty Six Thousand Four Hundred Seven				Six	
INVOICE NUMBER				MOD IRS PAYEE	
70				27 97	
Allstate				85 59757 4	
FORD MOTOR CREDIT					
ACCT DEN 356 9ELS					
363 N. SAM HOUSTON PARKWAY EAST STE 700					
HOUSTON, TX 77080					
ALLSTATE INSURANCE COMPANY OR ONE OF ITS AFFILIATES					
FILE COPY NON-NEGOTIABLE					

NOTIFICATION OF SETTLEMENT OFFER
VERBAL CONTACT MADE

FIELD CLAIM OFFICE
16482 EAST HARDY ROAD
HOUSTON, TX 77058

Phone Number: 281-230-5220
Office Hours: Monday-Friday 8:00 - 6:00
Saturday 8:00 - 1:30

Allstate
You're in good hands.

Date: August 8, 1997

In reply, please refer to this claim number

Porter, Jr.
RE: Total Loss Quotes

Des

As per our phone conversation on 6-17-97, you know your vehicle has been determined to be a total loss. We have established the following as its actual cash value in the current market based on options, condition, make and model.

ALLSTATE RETAIN

ACV : \$25375.00
TAX : 1585.94
TITLE : 15.50

ACV TOTAL : \$26976.44
DEDUCTIBLE : - 500.00
TOTAL OWED : \$26476.44

OWNER RETAIN

ACV : \$25375.00
SALVAGE % : - 2450.00
DEDUCTIBLE : - 500.00

TOTAL OWED : \$22425.00

Thank you for allowing me to handle your claim. If you have any further questions, I can be reached at 281-230-5220. If your call is transferred to my voice mail, rest assured I will return your call as quickly as possible. Please leave a daytime and evening phone or pager number.

Sincerely,

ALLSTATE INSURANCE COMPANY

Carla Johnson

Claim Representative

ProNet Consultants, Inc.

PRELIMINARY
REPORT OF FINDINGS

CLAIM NO. [REDACTED]

INSURED [REDACTED]

Prepared for:

ALLSTATE INSURANCE COMPANY
10055 Grogans Mill Road, Suite 400
The Woodlands, Texas 77380

ATTENTION: MS. VALERIA CHACHERE



Jeffrey Abrams
Vice President

Prepared: June 30, 1997

File No: 97-2914

PHOTOGRAPHS

1. View of the front of the 1997 Ford F150 truck.



2. View of the left side of the Ford truck.



3. View of the right side of the Ford truck.



4. View of the rear of the Ford truck.



ENC-808-LC1-8008

5. View of the underside of the Ford vehicle toward the front of the vehicle.



6. View of the relatively mildly burned left front underside indicating that the fire intensity was well above the bottom of the engine.



DPG-005-LC1-0010

9. View of the upper level burn on the left truck bed side, again indicating that the fire traveled to this area of the vehicle and did not originate here.



10. View of the 90% consumed aluminum storage compartment that was immediately behind the vehicle cab.



ENG-600-LC1-0012

11. View of the vehicle hood. Note that the rear two thirds of the vehicle hood was consumed.



12. View of the still fully intact aluminum air conditioning condenser and radiator indicating a relatively mild engine compartment fire.



ENCLOSURE-101-0013

13. Closer view of the burned upper radiator hose and the mildly deformed aluminum front mounted radiator cooling fan. This indicates that the fire intensity within the engine compartment was more intense at the top immediately under the hood.



14. View of the right third of the engine compartment. Note the closer we moved toward the firewall the greater the fire intensity.

EROS-025-101-0014

15. View of the middle portion
of the engine compartment.



16. View of the left third of
the engine compartment.
Again, note the increased
fire intensity toward the
rear of the engine
compartment.

17. Closer view of the area immediately surrounding the brake master cylinder and consumed brake master cylinder reservoir.



18. Another view of the insulation void wiring routed immediately in front of the firewall. Note the significant unconsumed combustibles immediately below the firewall access holes indicating that the fire traveled from the vehicle interior into the engine compartment.



19. Overview of the consumed
left side door panel.



20. View of the left side door panel wiring below the door mounted speaker.



21. View of the wiring routed within the left side door panel was severely burned, however, significant wiring insulation still remains indicating that the fire did not start at the left side door.



22. Overview of the burned right side inner door panel.



2025 RELEASE UNDER E.O. 14176

23. View of the insulation void wiring leading to the burned, but not consumed right side electric controls.

→



24. View of the skeletal remains of the rear cab seating area.

↑

2025-08-10 10:10:10

25. View of the skeletal remains of the cab front seat area.



26. Overview of the burned vehicle dash as viewed from the left side.



EP85-005-L01-0020

27. Overview of the burned skeletal remains of the vehicle dash as viewed from the right side.



28. Closer view of the right side of the vehicle dash. Note the significant remains of unconsumed combustibles, immediately below the dash, on the right side.



ENG-485-LC1-0821

29. View of the partially consumed aluminum air conditioning evaporator core which was situated behind the dash on the right side. This indicates that the fire did not start at or around the right side of the vehicle dash as this component would be significantly more consumed.



30. Overview of the left side of the vehicle dash as viewed from the right hand side.



EN80-003-LC1-0122

31. Overview of the left side of the vehicle dash as viewed from the left hand side.



32. Closer view of the area on the very left of the vehicle dash, immediately to the right of the left side kick panel. Note the significant burned, but unconsumed remains on this left side of the vehicle dash, indicating that the fire did not start in the electronics or the wiring immediately to the right of the left side kick panel. This area is approximately 10 to 12 inches to the left of the steering column.

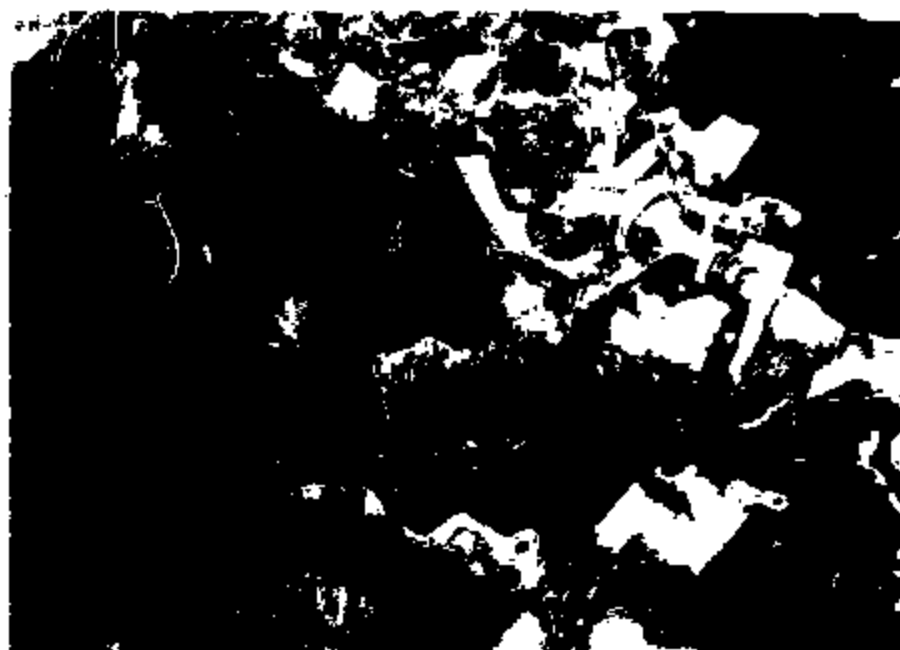


ERDC-085-LC1-0823

33. The burned, but not consumed, wiring harnesses at the left corner of the vehicle dash.



34. Closer view of the skeletal remains surrounding the steering column.



DP05-005-1C1-0024

35. View of the fire debris, immediately below the skeletal remains of the steering column.



36. View of the burned wiring harness as if routed immediately above the steering column on the left side of the vehicle dash. Note the insulation void wiring, which is orange in color, immediately in front of the main wiring harness routed across the vehicle dash. This is immediately above the steering column.



EA03-005-LC1-0025

37. Top view of the wiring, which was routed to the steering column and was previously attached to the steering column electronics.



38. View of one section of beaded copper wire which was routed to the steering column. The red tip of the pen is pointing toward this beaded wiring section.

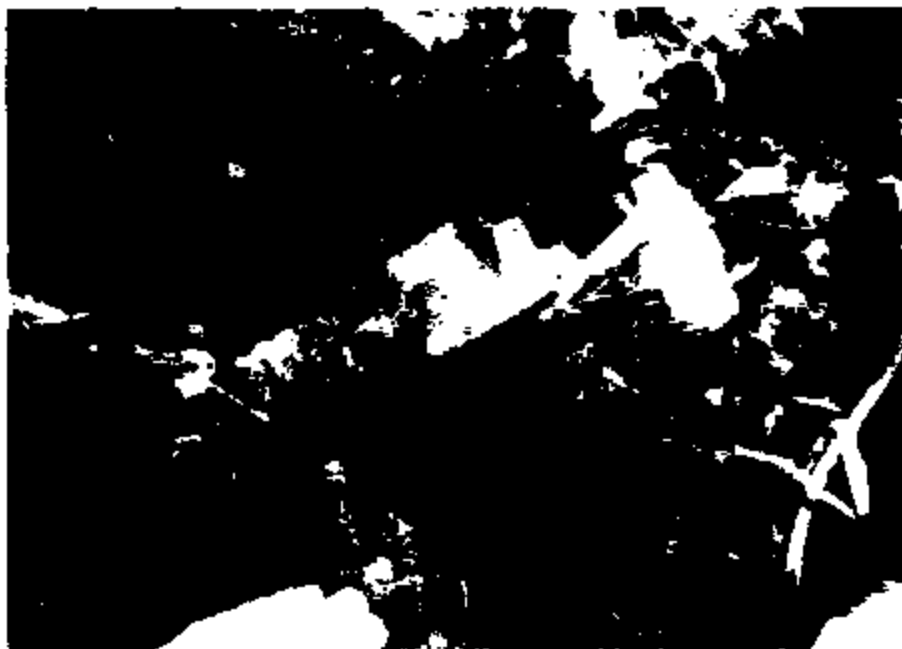


EP05-085-1C1-0025

39. Another view of beaded copper wiring, which was previously attached to the electronic components of the steering column. The end of the red tipped pen is pointing toward this beaded section of copper wiring.



40. View of the top side, or interior dash side of the metal underdash cover, which was immediately below the steering column, and immediately below the separated and presently beaded wiring. The end of the red tipped pen is showing the significant molten aluminum remains that were deposited on the top or interior dash side of this metal cover. Also, note the hot spot on this metal cover, immediately to the right of the pile of molten aluminum.



**TEXAS FIRE INCIDENT REPORTING SYSTEM
PORTER FIRE DEPARTMENT**

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I. INTRODUCTION

On June 2, 1997, a fire occurred in a 1997 Ford truck belonging to the insured. On June 16, 1997, [REDACTED] of Allstate Insurance Company retained ProNet Consultants, Inc., to inspect the vehicle and determine the cause and origin of the fire.

On June 18, 1997, Mr. Jeffrey Abrams of ProNet Consultants, Inc., inspected and photographed the vehicle at Bayou City Auction Pool in Houston, Texas.

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

II. SUMMARY AND CONCLUSIONS

ProNet Consultants, Inc., inspected the 1997 Ford truck in which the fire occurred; inspected an exemplar 1997 Ford truck; interviewed the insured [REDACTED]; and, researched recall information on this year, make and model vehicle.

It is our opinion that the 1997 Ford F150 truck fire was electrical in nature and was the result of a shorted wiring harness, which supplied power to the underside of the steering column. It is further our opinion that the electronics of this vehicle should not fail in this fire generating manner, and should be the complete responsibility of the manufacturer, Ford Motor Corporation. Furthermore, the vehicle is under the manufacturer's warranty.

We form these opinions for the following reasons:

1. The area of longest term burn was on the left side of the vehicle dash surrounding the steering column;
2. The fire intensity lessened within six inches (6") of the side of the steering column;
3. The intensely burned area surrounding the steering column melted all aluminum components. Molten aluminum was deposited at floor level under the steering column;
4. The copper wiring routed to the steering column electronics had separated from all consumed components. The end of these separated wires were headed together (molten and fused copper) immediately under the steering column; and,

5. All other ignition sources were examined and ruled out.

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

III. DISCUSSION

On June 2, 1997, a fire occurred in a 1997 Ford truck belonging to the insured, [REDACTED]. On June 16, 1997, Ms. Valeria Chachere of Allstate Insurance Company retained ProNet Consultants, Inc., to inspect the vehicle and determine the cause and origin of the fire.

On June 12, 1997, Mr. Jeffrey Abrams of ProNet Consultants, Inc., inspected the vehicle at Bayou City Auction Pool, 16602 West Hardy, Houston, Texas.

VEHICLE DESCRIPTION

The vehicle was identified as a green two door 1997 Ford F150 Extended Cab truck bearing Texas license plate No. [REDACTED]. We were unable to obtain the vehicle identification number and odometer reading as they were consumed in the fire. The vehicle identification number, 1FTDX1867VK [REDACTED] was written on a tag located on the side of this vehicle.

VEHICLE INSPECTION

Our inspection of the vehicle exterior revealed that even though all body panels were affected by this intense vehicle fire, the fire was contained between the relatively mildly burned front and rear bumpers. Even the burned front head lamp assemblies were fully intact at the time of our inspection, indicative of a fire which did not start in the engine compartment.

Although three (3) of the four (4) vehicle tires were flat, none of the tires, including the spare tire, were significantly burned. This is also indicative of a fire that did not originate within the vehicle engine compartment, as the front two (2) tires are generally more significantly burned.

Specifically, the damage observed on the exterior of this vehicle was as follows:

1. All side body panels were severely burned. It must be noted, however, that the door panels, truck bed side panels, and left front fender were relatively unburned at the bottom;
2. The vehicle hood was approximately seventy-five percent (75%) consumed by this fire. The aluminum hood was consumed from immediately in front of the front windshield to the area immediately above the radiator. The very front of the vehicle hood was not significantly burned. This indicates that the engine compartment portion of the fire started at the firewall, then traveled toward the front of the engine compartment;
3. All exterior window glass was shattered;
4. Both door lock/handle assemblies were consumed in this fire;
5. The truck bed mounted aluminum storage compartment was approximately ninety percent (90%) consumed by this fire; and,
6. The truck bed tailgate was only mildly burned.

Our inspection of the engine compartment revealed that:

1. The front of the engine compartment was only mildly burned, in fact the easily consumed aluminum air conditioning condenser and radiator were only mildly affected by the fire;
2. Only the top portion of the upper radiator hose was consumed in this fire, indicating upper level engine compartment heat prior to the fire moving down in the oxygen rich front of the engine;
3. Even the front mounted aluminum fan blades were only mildly deformed and molten. As we moved closer to the firewall, a greater concentration of consumed combustibles was observed;
4. The top mounted brake master cylinder reservoir was consumed. Please note that the aluminum brake master cylinder, immediately below the reservoir, was still fully intact and virtually unaffected by this fire;
5. The top mounted, plastic air intake plumbing was consumed;
6. The rubber components from the top of the engine and below were burned but were not consumed, again indicative of an engine compartment fire which started high (or higher than the top of the engine);
7. All wiring routed above the engine at the firewall was void of insulation;
8. The aluminum portion of the windshield wiper motor fell molten on top of the wiring harness immediately above an approximately two inch (2") diameter firewall access hole immediately to the right of the brake master cylinder

power booster. This is indicative of an interior vehicle fire traveling into the engine compartment through the firewall access holes; and,

9. Significantly more wiring harness insulation remained on wiring below the firewall access hole.

Our inspection of the vehicle interior revealed:

1. Skeletal remains of the vehicle interior seats;
2. Skeletal remains of the vehicle dash;
3. Skeletal remains of the steering column; and,
4. Burned but still fully intact floor coverings.

A hot spot (or metal discoloration) was observed on the interior dash side (the top side) of the metal underdash panel, which confirms the hot spot immediately below the steering column, above the steering column lower dash panel, and the bottom of the dash.

A closer inspection of the vehicle dash revealed:

1. The right dash mounted aluminum air conditioning evaporator core and heater core were partially molten. If the fire started at or below the right side of the vehicle dash, the air conditioning components traditionally would be significantly more molten and deformed;
2. The wiring insulation, which was routed by the air conditioning evaporator core and heater core, was burned but not consumed;

3. The radio and centrally mounted dash controls had burned and fallen down to floor level;
4. The relatively protected wiring harness routed above the steering column was significantly burned and partially (approximately forty percent) void of insulation;
5. All of the electronics, immediately above the steering column were approximately fifty to sixty percent (50%-60%) consumed by this fire as well;
6. All aluminum above and below the steering column was molten. A wiring harness routed to the steering column structure, which was separated from and lay immediately below this steering column structure, was in a molten bead welded together indicative of an extreme hot spot within the vehicle interior;
7. The fuse box, immediately to the left side of the steering column and mounted within the dash, was severely burned, but primarily intact and did not contribute to this fire;
8. All left side kick panel mounted electronics were severely burned, but not consumed;
9. Both the right and left side door panels were virtually consumed by this fire. All right and left side door panel wiring from approximately four inches (4") below the bottom of the door mounted speakers were void of insulation. Both left side and right side door mounted electronic switch housings were approximately eighty percent (80%) consumed; and,
10. The wiring insulation to the left side door mounted

electric mirror and electric switch were consumed in this fire.

We place the point of origin of this interior vehicle fire at the steering column wiring. The only way for steering column routed wiring to separate from their attached electronic components and bead together within the protected confines above the metal bottom dash panel (below the steering column) is for the fire to be:

1. Electrical in nature; and,
2. Originate in this protected area.

RECALL INFORMATION

A search of National Highway Traffic Safety Administration (NHTSA) recall information relating to steering column fires and/or electronics on 1997 Ford trucks revealed no recalls at this time.

Ford Motor Company, Corporate Headquarters are located at 300 Renaissance Center, Detroit, Michigan 48243, Phone No. 313-568-7500.

INTERVIEW

An interview with the insured, [REDACTED] constructed an order of events immediately prior to the vehicle fire:

1. He purchased this Ford truck new;
2. On the day before the loss, he parked his vehicle at his home around 10:00 p.m;

3. At approximately 3:30 a.m., the next morning, he awoke to the sounds of fire and glass shattering from his Ford truck outside his residence;
4. When he looked outside he observed that his truck was totally engulfed in flames;
5. He remarked that he had owned the vehicle approximately one year and it had approximately 15,000 miles on it;
6. He believes the vehicle is still under warranty; and,
7. He stated that he did not want to get too close to the vehicle as he heard some shotgun shells exploded within his vehicle. He stated that he had a few boxes of shotgun shells and 357 Magnum shells within the cab of the vehicle.

CONCLUSION

In conclusion, based on our observations and the findings as noted in this report, it is our opinion that the 1997 Ford F150 truck fire was electrical in nature and was the result of failed or shorted electronics at or under the vehicle steering column, including the power supply wiring harness. It is further our opinion that the electronics of this vehicle should not fail in this fire generating manner, and should be the complete responsibility of the manufacturer, Ford Motor Corporation. Furthermore, the vehicle is under the manufacturer's warranty.

RECOMMENDATIONS

We recommend that the Ford vehicle be retained, secured and

protected regarding any further testing or inspection by other interested parties. We also reserve the right to be present and observe any and all inspections or testing of the Ford vehicle by any other concerned parties.

IV. BASIS OF REPORT

This report is based on the following:

1. Inspection of the 1997 Ford truck;
2. Inspection of an exemplar 1997 Ford truck;
3. Research of recall information related to 1997 Ford trucks; and,
4. Information and observations as noted in this report.

V. ATTACHMENTS

PHOTOGRAPHS

Allstate

Vehicle Total Loss Report

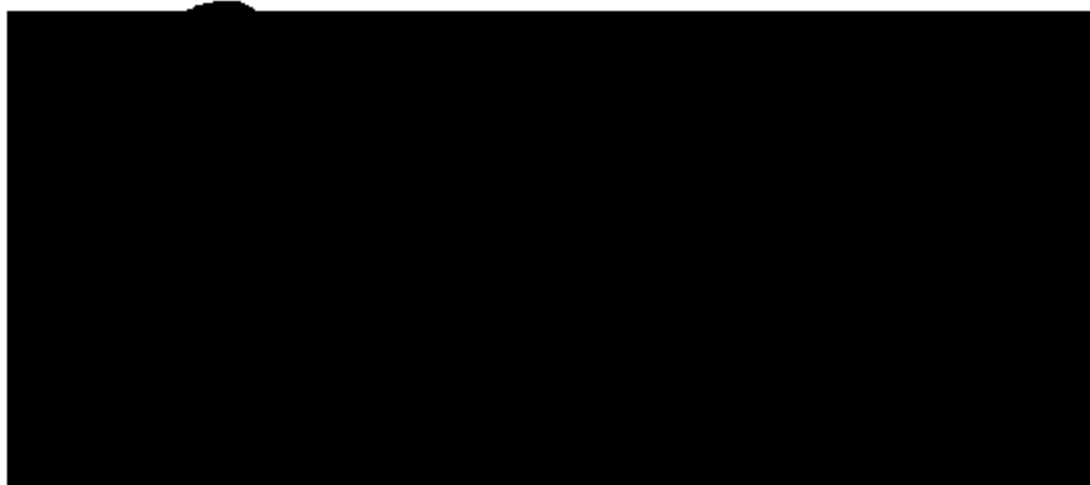
DATE: 6/5/97

Owner Name	Doc #	Year/Make	Model	Body Style	CCC Number
[Redacted]	BVC	1997 FORD	F150	2DR	2051836
Office No.	387	1	F	T	D
Vehicle Type	Collision 1	File 2	Insurance 3	Total Theft Uninsured 4	
Make Code	387	6/1/97	6/1/97	6/1/97	6/1/97
Date Purchased	4/1/96	Where	Annual 1A	Storage 5000	

Location of Salvage	Salvage Market To	Date	Estimated Salvage Value	Adaptive S: 205	Storage S: 17	Salvage S: 17
Adaptive charges paid by adapter?	Y/N	Storage Rate / Day	Y/N	Salvage Rate / Day	Y/N	Salvage Rate / Day
Transmission	SA	SI	SD	SW	PO	SA
Body Style	2DR	4DR	LH Hatchback	Convertible	Wagon	
Pickup	Van Utility	Motorcycle	1/2 Ton	3/4 Ton	1 Ton	
Engine Detail	Shortbed	Longbed	Cab & Chassis	Fleetside	Fenderside	
Cylinders	3	4	5	6	8	12

POWER OPTIONS	CONVENIENCE	TRUCKS / VANS / UTVs / OTHER	OTHER OPTIONS
AC Power Steering	AC Air Conditioning	ST Step Bumper	W1 Woodgrain
Power Windows	Power Door Locks	ST2 Side Bumper	W2 Body Side Molding
Power Locks	Power Windows	ST3 Third Bumper	W3 Bucket Seats
Power Seats	Power Windows	ST4 Tow Hook	W4 Interior Wheel
Power Seats	Power Windows	ST5 Tow Hook	W5 Power Windows
Power Seats	Power Windows	ST6 Tow Hook	W6 Power Windows
Power Seats	Power Windows	ST7 Tow Hook	W7 Power Windows
Power Seats	Power Windows	ST8 Tow Hook	W8 Power Windows
Power Seats	Power Windows	ST9 Tow Hook	W9 Power Windows
Power Seats	Power Windows	ST10 Tow Hook	W10 Power Windows
Power Seats	Power Windows	ST11 Tow Hook	W11 Power Windows
Power Seats	Power Windows	ST12 Tow Hook	W12 Power Windows
Power Seats	Power Windows	ST13 Tow Hook	W13 Power Windows
Power Seats	Power Windows	ST14 Tow Hook	W14 Power Windows
Power Seats	Power Windows	ST15 Tow Hook	W15 Power Windows
Power Seats	Power Windows	ST16 Tow Hook	W16 Power Windows
Power Seats	Power Windows	ST17 Tow Hook	W17 Power Windows
Power Seats	Power Windows	ST18 Tow Hook	W18 Power Windows
Power Seats	Power Windows	ST19 Tow Hook	W19 Power Windows
Power Seats	Power Windows	ST20 Tow Hook	W20 Power Windows

REPAIR BASIS (To be completed by adjuster)	Agreed Cash Value	25375.00
C147 Amount	Agreed Cash Value	25375.00
Deductible	Agreed Cash Value	25375.00
Depreciation	Agreed Cash Value	25375.00
Tax	Agreed Cash Value	25375.00
State's Loss	Agreed Cash Value	25375.00
Owner's Certificate Attached	Agreed Cash Value	25375.00
4 Box Vehicle?	Agreed Cash Value	25375.00
STUDENT SUMMARY	Agreed Cash Value	25375.00
Agreed Cash Value	Agreed Cash Value	25375.00
Agreed Cash Value	Agreed Cash Value	25375.00
Agreed Cash Value	Agreed Cash Value	25375.00
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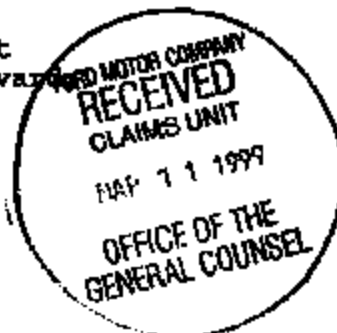
State Farm Insurance Companies



March 2, 1999

FT PIERCE SERVICE CENTER
1811 S. 25th Street
Ft Pierce, FL 34947
(888) 468-2800

Ford Motor Company
Attention: Howard Keyes, Mgr. Claims Department
Parklane Tower West, Suite 400/3 Parklane Boulevard
Dearborn, MI 48126



RE: Claim Number: [REDACTED]
Date of Loss: February 11, 1999
Our Insured: [REDACTED]

Dear Mr. Keyes:

Our insured's 1998 Ford F150 Pickup Truck with V.I.N. 1FTZX076XWE [REDACTED] was determined to be a total loss as a result of an engine fire which resulted in our issuing payment in the amount of \$24,237.00, which does not include the \$250 deductible.

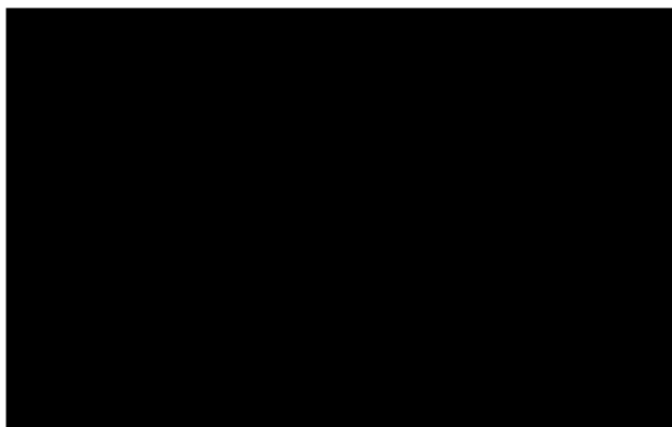
Our investigation revealed the cause of the loss to be a failure of the fuel line leading from the rail side of the driver's engine compartment to the fuel line on the passenger's side engine compartment. We will hold the vehicle until 03/26/99 to allow you to inspect it.

If no contact is received from your office we will forward this file to our Subrogation Unit in Winter Haven, FL. They can be reached at (800) 707-7408.

Sincerely,

Barbara J. Ellingham
Claim Representative
(561) 489-2841

State Farm Mutual Automobile Insurance Company



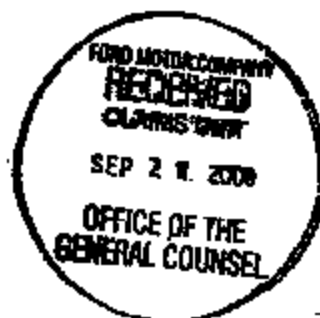
Travelers Insurance
A member of cbsgroup



PO BOX 3022
FALL RIVER, MA 02722-3022
Phone: (800)923-7693
Fax: (508)324-8359

September 18, 2000

Ford Motor Company
Three Parklane Blvd
Parklane Motors West ste 300
Dearborn MI 48126
Attn: Claims



RE: Subrogation Claim
Our Client: [REDACTED]
Date of Loss: 05/05/2000
Our File No. [REDACTED]
1998 Ford Expedition fire loss ✓
Vin #1FMPU18L1W [REDACTED]

Dear Claims;

We are managing a claim on behalf of [REDACTED] who sustained damages on 05/05/2000. Our investigation of the incident shows that you may be liable for these damages.

We have made payments of \$27,506.07 for this loss. We are requesting reimbursement for that amount and [REDACTED] deductible of \$500.00 for a total of \$28,006.07. The vehicle is located at [REDACTED] in New Britain CT. Please contact me within 30 days to make arrangements to view the vehicle, as we have placed the salvage on hold.

We appreciate your prompt attention.

Sincerely,

Wendy Parent
THE STANDARD FIRE INSURANCE COMPANY
(508)324-8317

CARL EARN FIRE INVESTIGATIONS, LLC

Investigative Report of Carl Earn CFI
Insured: [REDACTED]
Claim Number: [REDACTED]
Vehicle Fire: 1998 Ford Expedition
Vin #: FMPU18L1W [REDACTED]
Claim Representative: Julie Bernadez
Date of loss: May-5-2000

ASSIGNMENT

On Friday July 28, 2000 I was contacted by Joseph Glowacki of Travelers Property Casualty who requested that I conduct a fire investigation on the above named vehicle. I commenced my investigation on Monday July 31, 2000 at the Copart auto salvage yard located at 138 Christian Lane in New Britain, Connecticut.

ENCLOSURES

1. Photographic package of 24 photos.
2. Ford dealer recall and service record for this vehicle.
3. Copy of this 1998 Ford Expedition service document.

INVESTIGATIVE FINDINGS

The fire in this vehicle originated in the engine compartment. The fire caused localized damage to a portion of the engines air intake and fuel delivery system. The electrical wiring and various components located on the left hand (drivers) side of the engine compartment were also damaged by the fire. Reference photos. The vehicles steering column and ignition were observed to be intact and undamaged. Reference photo # 9. Engine and transmission fluid levels were at a safe level and appeared normal. No Recall notices for the 1998 Ford Expedition were listed with the National Highway Transportation Safety Association.

The vehicle is equipped with a "5.4 Triton V8" engine. Examination of the engine compartment provided burn pattern indicators that the fire had originated in the area of the fuel pressure regulator. This is located on the left, (driver) side of the engines fuel injection rail. Reference photo # 24 and the three enclosed pages from the Ford Service Document. Severe localized fire damage and burn patterns in this part of the engine indicates that the fire originated in the area of the fuel injection rail occupied by the fuel pressure regulator and the fuel injector for the number seven (7) cylinder. The vehicles ignition coils and ignition wiring for cylinders number seven (7) and eight (8) are located in close proximity, (approximately one inch away) from this equipment.

Examination of the vehicles wiring harness provided indication that the engine compartment wiring had been damaged as a result of fire exposure. There was no indication of melting or degradation of the copper wire electrical conductors or indication of electrical activity caused by arcing or a short circuit. The majority of the electrical wiring within the engine compartment was found undamaged by the fire. Reference photo # 12.

1

The fire caused damage to a portion of the vehicles wiring harness in the area of the (left side) fire wall. This wiring still retained the majority of its multi colored coating of insulation. Reference photos # 15 and # 16. The vehicles wiring harness was determined to have been damaged as a result of fire exposure.

Visual examination of the vehicles ignition wiring and the "engine control sensor wiring" harness provided no visible indication of damage resulting from arcing. Writer observed severe localized fire damage on the engine control sensor wiring harness in the immediate area of the fuel pressure regulator. This portion of the engine control sensor wiring harness serviced the coils and ignition wiring for cylinder number seven (7) and eight (8). The fuel pressure regulator is located on the left side of the engine above the ignition equipment for cylinder number seven (7). Fire had consumed the plastic insulation covering on the wires of the engine control sensor wiring harness in the area of the fuel pressure regulator and the coil for cylinder number eight (8). Reference photo # 20.

Examination of the vehicles gas tank, fuel lines and the connection of the fuel lines to the engine fuel injection rail indicate this equipment was intact and undamaged by the fire. The point where the vehicle fuel lines connect to the engine fuel injection rail appeared intact with no indication of damage or failure. Reference photos # 22 and # 23.

The vehicles air intake, air filter and the engine air intake throttle body were determined to have been damaged as a result of fire exposure.

The exhaust gas piping for the "exhaust gas re-circulation (EGR) valve" as well as the two "pressure feed back transducer hoses" were determined to have been damaged as a result of fire exposure.

2

No problems with the starter, starter wiring or charging circuit were observed. Examination of the battery, battery cables and engine compartment wiring provided no indication of short circuits. No fuses were found blown in the main fuse panel of the vehicle. Note: One battery cable was found to be intentionally cut (the positive battery cable). This battery cable had been cut when the fire was extinguished. Reference photo # 12. The fire damage that occurred to the above listed equipment was determined to have been caused by fire exposure.

The "evaporative emissions canister" and hose lines were examined and determined to have been damaged as a result of fire exposure. Reference photos # 14 and # 18.

CARL EARN FIRE INVESTIGATIONS, LLC

Photographic Record of: Car Fire, 1998 Ford Expedition. Vehicle ID # 1FMPU18L1W [REDACTED]

Claim Number [REDACTED]

24 Photos Total

Front passenger side of the vehicle.

Front drivers side of the vehicle.

Hood of the vehicle showing pealed paint in the area of the hood where the engine compartment fire originated.

Rivers side of the vehicle.

Car hatch and drivers side of the vehicle.

Passenger side rear portion of the vehicle. Note: No body damage present on the body in all areas number one through six. The two front tires were flat at the time of the investigation.

Interior drivers side of the vehicle. No smoke damage evident in the vehicle.

Vehicle's odometer reading 17,751 miles.

Vehicle's steering column and ignition intact and undamaged.

Front view of the engine compartment with the hood in the raised position.

Passenger, (Right) hand side of the engine compartment showing the location of the vehicle's battery and electrical harness. Engine air intake (black ribbed item) in center area of the engine compartment at right hand side of photo.

View of the right hand side of the engine compartment. Battery at left side of photo and main engine wiring harness undamaged by fire in this area.

Engine compartment showing fire damaged area in center of the photo. The engine air filter air intake housing in photo foreground.

View of the drivers side of the engine compartment. Fire damaged area located on top portion of cylinder head in the area of cylinders number seven (7) and eight (8). White cylinder in center of photo is the canister for the power steering fluid.

Second view of fire damaged engine as identified above.

Close up view of the fire damaged area of fire origin. Accelerator Control Splash Shield is located above the (white color) power steering fluid reservoir. Evaporative Emissions Canister located in upper right hand portion of the photo. These items were all damaged as a result of fire exposure.

View of the drivers side of the fire damaged area of the engine compartment with the Accelerator Control Splash Shield removed. Reference also photo # 16.

View of the fire exposure damaged Evaporative Emissions Canister located above the power steering unit.

Close view of the localized area of the engine that experienced direct fire damage. The area of fire origin is located in the center portion of the photo behind the piping of the Exhaust Gas Recirculation tube (copper colored pipe) and the two (metal tubes) of the exhaust gas Pressure Back Transducer Hoses.

20. View of the vehicles supply and return fuel lines (blue and white lines) and the fuel injection rail located on the left hand (drivers) side of the engine. The Fuel Pressure Regulator is seen in the center left of the photo. The fire damaged copper electrical wire seen in the upper right was damaged as a result of fire exposure. It is the wiring for the Radio Ignition Interference Capacitor.
21. Second view of the localized fire damaged portion of the left hand side of the engine as identified in photo # 20.
22. View of the localized fire damaged Fuel Pressure Regulator and fire damaged coil (in the center of the photo) for cylinder number 8. Burned wires of the Engine Control Sensor Wiring for cylinder number seven and eight can be seen directly below the fuel rail mounted Fuel Pressure Regulator. The undamaged supply and return fuel lines where the lines connect to the fuel injector fuel rail are seen in the right hand side of the photo (Blue and White colored hose lines).
23. View of the undamaged fuel supply and return lines where they connect to the fuel injection rail.
24. View of the fire damaged fuel pressure regulator at the point of the fires origin. This is the round object in the center of photo.

1

2



1



2

3



4





5



6

7



8





9

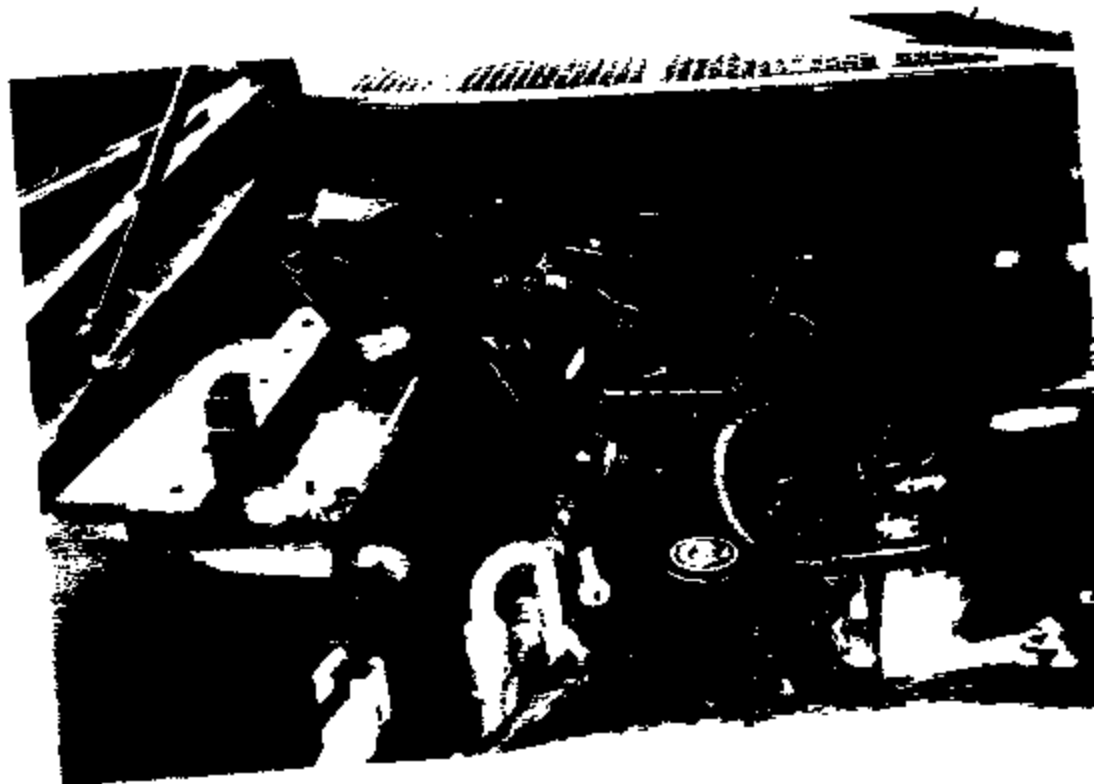


10

11



12





13



14

15



16





17



18

19

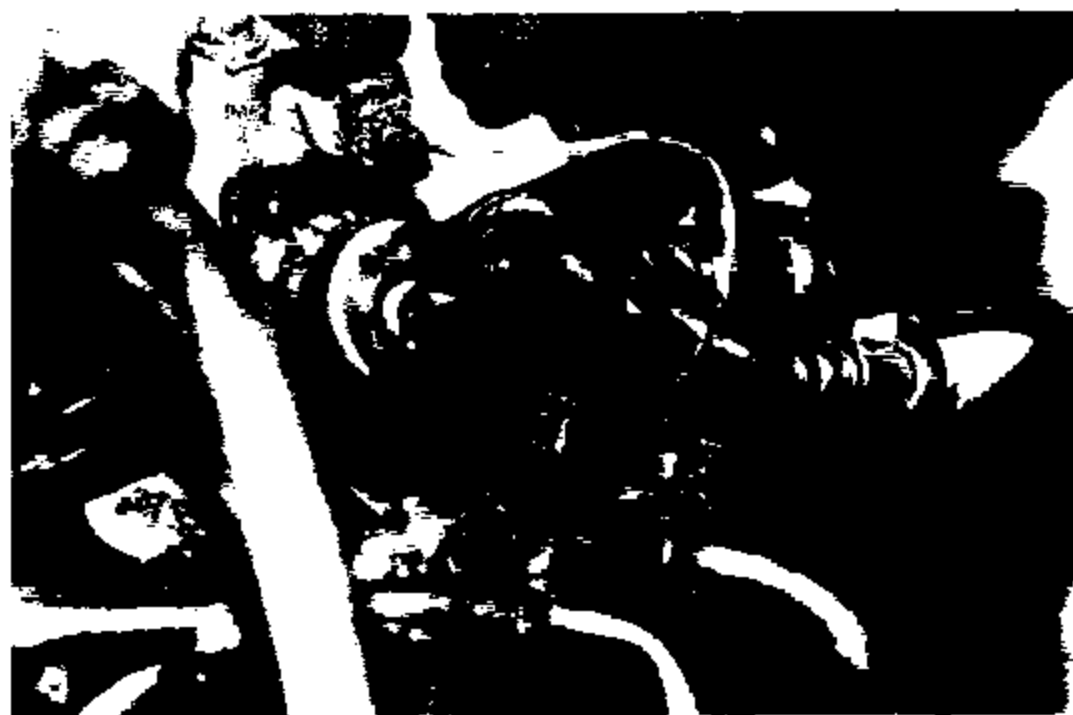


20





21

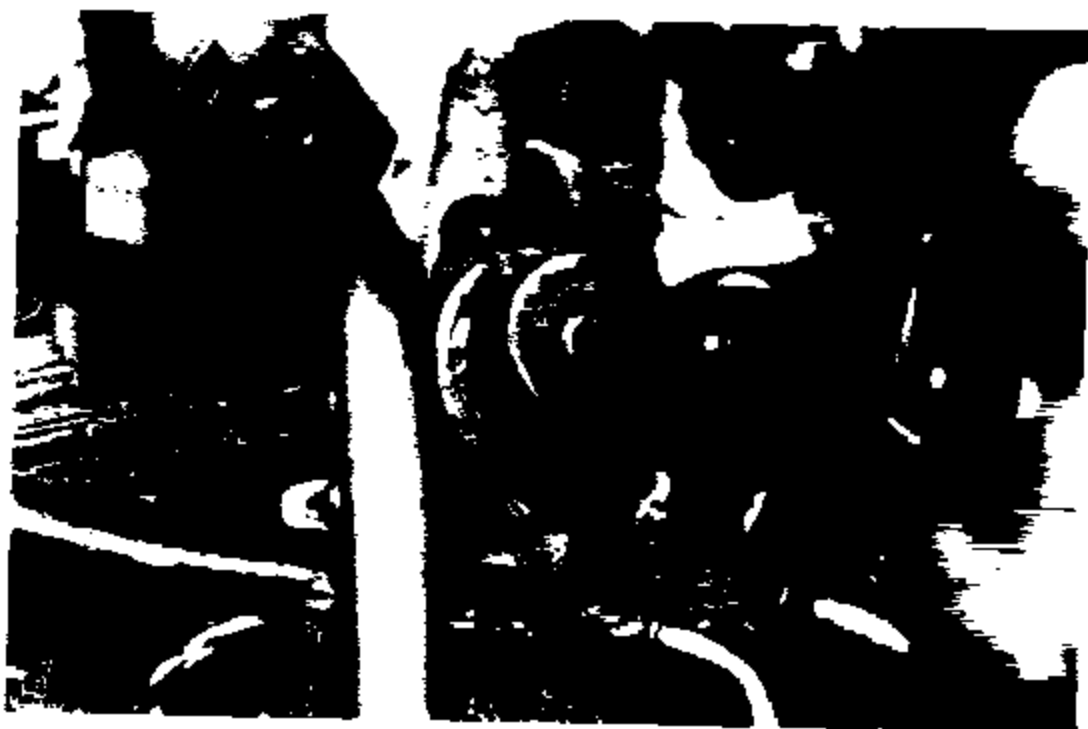


22

23



24



COMMON PLEAS COURT
MARION CO. OHIO

98 AUG -6 AM 9:53

IN THE COURT OF COMMON PLEAS
MARION COUNTY, OHIO

KELLY J. DAVIDS
CLERK OF COURTS

Case No. 98 CV 0334

JUDGE R. M. ROGERS

Plaintiff,

vs.

COMPLAINT

FORD MOTOR COMPANY
%C.T. CORPORATE SYSTEMS,
Statutory Agent
815 Superior Ave., N.E.
Cleveland, Ohio 44114

Defendant.

1. Plaintiff is the insurer, assignee and subrogee of
("insured") at all times material herein.

2. Plaintiff had a policy of insurance in force for insured on
August 11, 1996 covering a 1995 Ford F-150 pickup truck, VIN No.
1FTEX15N6SK

3. On or August 11, 1996, the Plaintiff's insured's motor
vehicle caught fire and burned, thereby causing damage to
Plaintiff's insured's covered motor vehicle in the total amount of
\$19,390.27.

4. The Plaintiff was required to pay and did pay to or on
behalf of its insured the sum of \$19,390.27 for the damage caused
by the fire, and thereby became subrogated to the extent of its
payment.

5. Defendant, Ford Motor Company, is a corporation licensed to
do business in the State of Ohio, and is a manufacturer engaged in
the business of designing, manufacturing, assembling, distributing,
advertising, and/or selling Ford motor vehicles.

COPY TO SERVE

6. The 1995 Ford F-150 pickup truck was designed, manufactured, assembled, distributed, advertised, and/or sold to Plaintiff's insured by the Defendant in the stream of commerce.

7. The aforementioned fire was the direct and proximate result of the negligent design and manufacturing of the 1995 Ford F-150 pickup truck.

8. The aforementioned fire was the direct and proximate result of the Defendant's breach of expressed and implied warranties of merchantability and/or fitness for a particular purpose.

9. The Defendant is strictly liable to the Plaintiff for the damaged caused to its insured's motor vehicle.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$19,390.27 plus interest and costs of this action.

Respectfully submitted,



Paul M. Nalepka 0040796
Attorney for Plaintiff
KREINER & PETERS CO., L.P.A.
2055 Reading Road, #290
Cincinnati, Ohio 45202
Ph 513-241-7878
Fx 513-241-6667

SFCHMCMA

Action Detail

05/24/99 08:27:05

<>

VIN: 1FTH15N68Y Year: 1995 Model: F-SERIES
Name:
Trmt:
Symptom: 499000 Contact: 107568055
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: P PHONE Odometer Reading: 010000 MI
Analyst: 6201MM MILES Document Number:
Action Date: 09/27/96 Action Data: Y
Action Time: 14:02:41 EST
Origin Desc: GO
Action Desc:
Comments: *** NAVIS: ORIGINAL ***

CUSTOMER SAYS:

- 800# FROM FMCC
- THE VEHICLE CAUGHT FIRE ON 8/11/96
- THE FIRE ORIGINATED FROM THE ENGINE
- THERE WERE NO INJURIES

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
MORE COMMENTS AVAILABLE OGDB079

SPCHMCMA

Action Detail

05/24/99 08:27:11

==>

VIN: 1F2021501000000000 Year: 1995 Model: F-SERIES
Name: [REDACTED]
Trmt: [REDACTED] Contact: 107568055
Symptom: 499000
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: P PHONE Odometer Reading: 010000 MI
Analyst: 6201MM MILES Document Number:
Action Date: 09/27/96 Action Data: Y
Action Time: 14:02:41 EST
Origin Desc: GO
Action Desc:
Comments:

- THERE WERE NO INJURIES
- THE NATIONWIDE INSURANCE COMPANY WAS NOTIFIED, A CLAIM HAS
BEEN MADE ON THE
VEHICLE
*

PER CUSTOMER, DEALER SAYS:

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
MORE COMMENTS AVAILABLE OGDB079

SPCHMCMA

Action Detail

05/24/99 08:27:16

==>

VIN: 1F27015694 Year: 1995 Model: F-SERIES
Name: [REDACTED]
Trmt: [REDACTED] Contact: 107568055
Symptom: 499000
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: P PHONE Odometer Reading: 010000 MI
Analyst: 6201MM MILES Document Number:
Action Date: 09/27/96 Action Data: Y
Action Time: 14:02:41 EST
Origin Desc: GO
Action Desc:
Comments: PER CUSTOMER, DEALER SAYS:
- NO CONTACT

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
NO MORE COMMENTS AVAILABLE OGDB079

05/24/99 08:27:21

OGDB079

USPS-2025-1.01-0067

SFCHMCMA

Action Detail

05/24/99 08:27:27

==>

VIN: 1FTEX1EW6G0 Year: 1995 Model: F-SERIES
Name: [REDACTED]
Trmt: [REDACTED] Contact: 107568055
Symptom: 499000
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: 0 OUT CALL Odometer Reading: 010000 MI
Analyst: 6201MM HOWERY Document Number:
Action Date: 09/30/96 Action Data: Y
Action Time: 09:51:59 EST
Origin Desc: GO
Action Desc:
Comments: LPA CONTACTED THE CUSTOMER
-HIS INS CO. WILL NOT TOTOL OUT THE VEHICLE, BUT WANTS THE D
EALERSHIP TO
MAKE THE NECESSARY REPAIRS
-DEALERSHIP DOES NOT BELIEVE VEHICLE IS REPAIRABLE
*

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
MORE COMMENTS AVAILABLE OGDB079

SFCHMCMA

Action Detail

05/24/99 08:27:31

==>

VIN: 1FTTX15N6SE Year: 1995 Model: F-SERIES
Name: [REDACTED]
Trmt: [REDACTED] Contact: 107568055
Symptom: 499000
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: 0 OUT CALL Odometer Reading: 010000 MI
Analyst: 6201MM HOWERY Document Number:
Action Date: 09/30/96 Action Date: Y
Action Time: 09:51:59 EST
Origin Desc: GO
Action Desc:
Comments: *
LPA ADVISED CUSTOMER
-WILL GET BACK WITH THE CUSTOMER ON POSSIBLE REGION INVOLVEM
ENT

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
NO MORE COMMENTS AVAILABLE OGDB079

SFCHMOMA

Action Detail

05/24/99 08:27:36

==>

VIN: 1FTEK15W6SE Year: 1995 Model: F-SERIES
Name: [REDACTED]
Tmt: [REDACTED] Contact: 107568055
Symptom: 499000
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: U UPDATE Odometer Reading: 010000 MI
Analyst: 6201MM HOWERY Document Number:
Action Date: 09/30/96 Action Data: Y
Action Time: 16:38:20 EST
Origin Desc: GO
Action Desc:
Comments: ***THIS IS THE CLOSING COMMENT
***FORD WILL NOT BE INVOLVED IN THIS ISSUE BETWEEN THE INS.
CO., THE DEALER
AND THE CUSTOMER----CUSTOMER WAS REFERRED TO INS. CO. VIA HI
S ANSWERING
MACHINE AND LETTER LPA SENT OUT***

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
NO MORE COMMENTS AVAILABLE OGDB079

SFCHMCMA

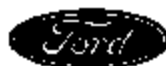
Action Detail

05/24/99 08:27:41

==>

VIN: 1FTYX15N6ST Year: 1995 Model: F-SERIES
Name: [REDACTED]
Trmt: [REDACTED] Contact: 107568055
Symptom: 499000
Reason: 0709
Dealer: 147128 MATHEWS KENNEDY FORD L-M INC
Issue Type: 5 LEGAL Issue Status: 2 CLOSED
Comm Type: M MAIL Odometer Reading: 010000 MI
Analyst: 6201MM HOWERY Document Number: 4772164
Action Date: 10/10/96 Action Data: Y
Action Time: 13:44:11 EST
Origin Desc: GO
Action Desc:
Comments: ***RETURNED FROM MICRO***

F1=Help F2=ActionData F4=PrevAction F5=NextAction F9=PrevComments
F10=NextComments F11=Menu F12=Return F13=PrevContact F14=NextContact
NO MORE COMMENTS AVAILABLE OGDB079



Office of the General Counsel

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

December 4, 1996

Nationwide Insurance
6085 Britton Parkway
Tuttle Crossing FSO
Dublin, OH 43016
ATTENTION: ~~James Williams~~ *S. Miller*

Re: Claimant: [REDACTED]
D/O/E: 8/11/96
Your Claim No.: [REDACTED]

Dear Ms. Williams:

We acknowledge your recent contact to Ford Motor Company. Your Complaint has been directed to this office for further handling. In order to assist us in evaluating your claim, we request that you provide us with the following information:

- ☐ 1. The date of incident and the city and state in which it occurred.
- ☒ 2. A complete description of the incident, including events which occurred prior to and subsequent to the loss. *See attached statement*
- ☒ 3. A copy of the police and/or fire report. *fire dept never responded*
- ☐ 4. For each person alleged injured: full name, date of birth, home address, marital status and name of spouse, social security number, occupation, a complete description of the injuries, the names and addresses of all treating physicians, and copies of all medical bills and reports.
- ☒ 5. The vehicle year, model, and serial number. *95 Ford F150 - 1FTEK15NLSK4 [REDACTED]*
- ☒ 6. The mileage on the vehicle at the time of the incident. *10,151.2*
- ☒ 7. Original photographs of the vehicle's collision/fire damage, *from several different angles*, or color laser copies. *attached*
- ☒ 8. Original photographs of the inside of the vehicle showing the steering wheel, dash and roof areas. *attached*
- ☐ 9. Original photographs of the accident scene showing the grade of the road.
- ☒ 10. What is the alleged defect? *Leaking fuel injector gaskets in 2 front cylinders*
- ☒ 11. Documentation to substantiate your defect allegation, including a copy of your expert's report and the expert's original photographs. *attached*
- ☒ 12. Has the alleged defective part been repaired or replaced? *replaced vehicle*
- ☒ 13. The present location of the alleged defective part and the vehicle. *R B Engineers*
- ☒ 14. The repair estimate, repair order, or your total loss worksheet for the vehicle's damage, and copies of draft payments. *attached*

- ☒ 15. A complete service history for the subject vehicle, including any tune-ups or oil changes.
- ☒ 16. List any after market additions or modifications that were made to the vehicle. *None*
- ☒ 17. We will be pleased to conduct non-destructive testing on your alleged defective part should you choose to remove the part and assembly and ship it at your own expense. Please follow the directions listed in the attached shipping instructions.
- ☐ 18. Lost wage verification (if applicable).
- ☐ 19. Was the parking brake applied?
- ☐ 20. Was the engine running?
- ☐ 21. Were the keys in the ignition?
- ☐ 22. Has any insurance company been advised of this incident? If so, please state the name, address, and telephone number of those insurance companies; their claim number; and the agent's name.
- ☐ 23. If an attorney has been retained by you to settle this claim, please include his/her name, telephone number, and address.
- ☐ 24. Other:

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 within 45 days, we will assume that you are not interested in pursuing a claim and we will close our file.

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

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,

Mr. Davee Fajack

Davee Fajack
Claims Analyst

file

February 22, 1997

ADJ: Josie Williams

INTERVIEWING: [REDACTED]

CLAIM NUMBER: [REDACTED]

This is Josie Williams interviewing [REDACTED] on 8-28-96 at 12:30 noon p.m. concerning a loss that took place on 8-11-96.

Q. Uh, [REDACTED] you do understand this interview is being recorded with your permission?

A. Yes.

Q. Please state your full name and spell your last name.

A. [REDACTED]

Q. Your home address?

A. [REDACTED] Larue, OH [REDACTED]

Q. What is your age?

A. [REDACTED]

Q. Date of birth?

A. [REDACTED]

Q. Occupation?

A. Education Specialist for the
Water Conservation Districts.

Q. Social security?

A. [REDACTED]

Q. Marital status?

A. Single.

Q. What is the year and make of the vehicle that was involved in the loss?

A. It's a 95 Ford F-150 XLT supercab short bed, 2-wheel drive.

Q. Who owns the vehicle?

A. I do.

Q. When did you purchase it?

A. January, 1996.

Q. Uh, what happened on 8-11-96?

- A. I had been in Marion and drove the vehicle home, I had stopped and filled up the tanks with fuel on the way home, I pulled in the driveway, I shut it off and I came in the house and about 25 minutes later I was smelling something inside the house and I walked around, I couldn't find what it was and at that point in time something, a loud noise sounded outside and smoke filled the house, I went outside to find the truck on fire, I then proceeded to call 911 along with getting my roommate out to help to see if we could get the fire out because I had a motorcycle in the bed of the truck, the truck was parked up by the garage, my car beside, and there's 2 houses less than 20 feet from that truck and my biggest worry was that it was going to blow up.
- Q. O.K.
- A. So we fought to get it put out, 911 never did get a truck dispatched to us, which is a whole other deal, but we managed, I stuck my hands in through the grill as my roommate sprayed them with water so they wouldn't burnt so I could try and get the hood up and I managed to get the hood up and we did somehow proceed to get that fire out.
- Q. So the fire was where at?
- A. Underneath the engine, in the engine compartment somewhere.
- Q. O.K., had you had any prior problems with this vehicle before?
- A. As far as any major mechanical problems or anything, no, the only thing it had been scheduled the day before on that Friday I scheduled an appointment to go into the shop to find out about why the fuel mileage was so bad.
- Q. O.K., and how long had you had it?
- A. Uh, well since January, 1996, the end of January is when I got it.
- Q. O.K.
- A. So, 7 months.
- Q. O.K., so had you had any repairs done to it at all?
- A. There had been a little body work done to the side due to some vandalism, but.
- Q. No maintenance?
- A. No, nothing else.
- Q. Nothing else, okay. Do you know what caused the fire?
- A. I have no clue, um, the service manager from Ford came out, he looked at it, the only thing that we could even possibly come up with is that there might be a line that was leaking fuel on top of the engine, uh, just letting it bubble out and pile up on there and maybe that's how it started, but there is no way as far as, without having somebody further investigate into it or you know just looking at it, that's the only thing we could come up with.

Q. O.K., so the vehicle is still at your residence?
A. Yes, it's still parked here in my driveway.

Q. O.K., okay [REDACTED] that's all the questions I have for you, have you understood my questions?
A. Yes.

Q. Is there anything you wish to add to this?
A. Not that I know of, besides what are they pertaining to, why am I getting questioned on this, just for the record?

Q. Yes. You do acknowledge the information given was true and correct?
A. Yes.

Q. And you understand this conversation has been recorded?
A. Yes.

Q. O.K., this concludes our conversation, hold on please.

Rec'd: 1-21-97
Trans: 2-22-97/vlp

K B ENGINEERING

1271 EDGEHILL ROAD
COLUMBUS, OHIO 43212
814 / 298-0803
FAX 814 / 298-0831

September 13, 1996

Annette Davis
Nationwide Insurance Co.
1440 So. 3B's And K
Galena, OH 43021

*Jose
see Class 109
AD*

RE: Your Claim [REDACTED]
KBE Project 96-0807 Vehicle Fire Analysis

Dear Ms. Davis:

Pursuant to your request, K B ENGINEERING (KBE) has examined a 1995 Ford F-150 pick-up truck which was reportedly involved in a fire on August 11, 1996. Specifically, KBE was requested to examine the vehicle and determine the cause of the fire. The information submitted to KBE was that the vehicle owner had filled the tanks, then driven approximately 20 minutes to his home where he parked the vehicle. Shortly after parking the pick-up in his driveway, he looked out the window and saw smoke and fire at the front of the vehicle. The owner reported that he did not have any mechanical problems prior to the vehicle fire but did an appointment with the dealership to examine the vehicle for excessive fuel consumption. KBE's study consisted of the following:

1. On September 4, 1996, Mr. Kenneth W. Berchak, P.E., KBE's Mechanical Engineer, examined the vehicle at the owner's residence, 10000 Wildcat Pike in LaRue, OH.

Based on the above source of information, KBE has determined the following:

The subject vehicle, reference Figures 1 and 2, was a 1995 Ford F-150 extended cab pick-up with the Mark III trim package. Examination of the driver's "B" pillar revealed that the vehicle was manufactured by Ford in November, 1994 and converted by Mark III Industries in that same month. The V.I.N. assigned to the vehicle was 1FTEX15N6S [REDACTED] reference Figures 3 and 4. At the time of the examination the vehicle odometer registered 10151.2 miles, reference Figure 5. The Mark III Industries trim package included wood trimmed dashboard and doors, powered high-backed leather seats, reference Figure 6.

Examination of the exterior of the vehicle hood revealed a burn pattern in the aft center of the hood, reference Figure 7.

Examination of the underside of the hood, reference Figure 8, indicated the fire was intense at the center hood support rail. The fire pattern on the hood interior corresponded to the fire pattern on the hood exterior.

Examination of the engine, reference Figures 9 and 10, revealed the fire was located on the left side of the intake manifold. Minimal fire damage was noted on the right side of the engine, reference Figure 11. Examination of the left side of the V-8 (5.0 liter) engine revealed that it was electronic managed multi-port fuel injection, reference Figure 12. The fuel rail along the left engine bank exhibited severe fire damage to the forward two injectors, along with fire damage to the inside and top of the left side valve cover, spark plug wires and intake manifold. Examination of the area in and around the second injector on the left side revealed an area cooled by gasoline during the fire, reference Figure 13. Examination of the fuel injectors for this cylinder and the left front cylinder indicated that the source of the fuel for the fire was a leaking fuel injector to fuel rail gasket, reference Figures 14, 15, and 16. The left side fuel injector rail, and fuel injectors, reference Figure 17 and 18, were removed for storage at KBE's office. With the fuel injectors and fuel rail removed, the fire pattern exhibited by the spraying gasoline on the air intake housing and surrounding parts was clearly visible, reference Figure 19.

Analysis of the submitted information revealed that the vehicle owner had driven the vehicle for approximately 20 minutes and parked the vehicle in his driveway. Shortly after parking the pick-up, he observed smoke coming from the front of the vehicle. He extinguished the fire with water. Prior to the fire, he had made an appointment with the dealership to examine the vehicle for low fuel mileage. He did not report observing the odor of gasoline while driving the vehicle. Analysis of the examination data revealed that the fire origin was located on the left front of the engine in and around the area of the front two fuel injectors. The fire pattern exhibited indicated that the seal located between the fuel injectors and the fuel rail had failed permitting pressurized gasoline to spray out onto an operative engine. The combination of liquid gasoline, an engine at operating temperature, and proximity to the engine distributor resulted in the ignition of the gasoline vapors approximately at the time the vehicle was parked.

In summary, based upon the observations and analysis herein, it is the opinion of K B ENGINEERING that the origin of the fire which damaged the 1995 Ford F-150 pick-up with the Mark III trim package

was located at the top left front of the engine. The cause of the fire were leaking fuel injector gaskets for the left front two cylinders.

If you have any questions concerning this report or require the additional services of K B ENGINEERING, please contact the report author.

Sincerely,

Kenneth W. Berchak

Kenneth W. Berchak, P.E.
Mechanical Engineer
State Of Ohio
Registration E-40676

cc:file 96-0807.wpd

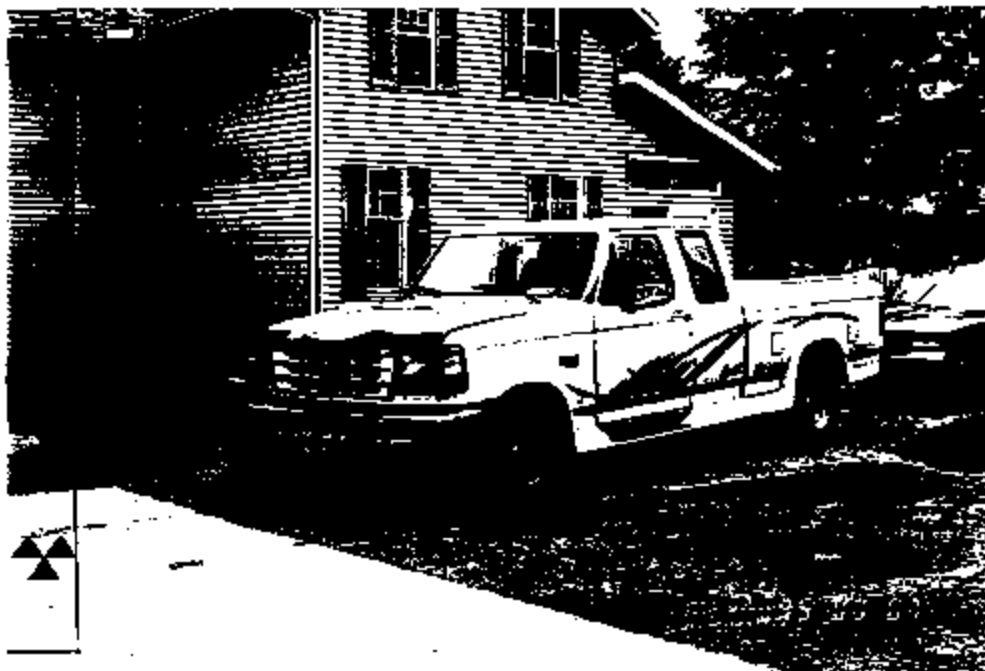
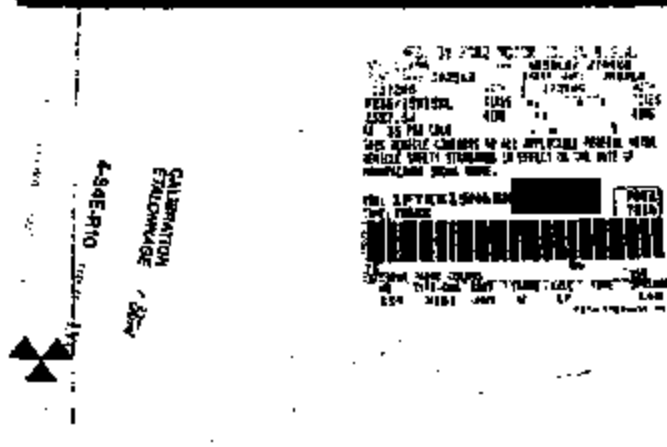


Figure 1. Three-quarter Left Front View Of Pick-up



Figure 2. Three-quarter Right Front View Of Pick-up



801710

Handwritten: Handwritten

MANUFACTURED BY MARK-10 INDUSTRIES
DATE NOV. 1974

INCOMPLETE VEHICLE MFD. BY FORD
DATE NOV. 1974

G.V.W.R. 4000
C.A.W.R. FRONT 2000 THIRD 2000/2000
REAR 1000
FULL COLD SINGLE 25
G.A.W.R. FRONT 2000 THIRD 2000/2000
REAR 1000
FULL COLD 25

THIS VEHICLE CONFORMS TO ALL APPLICABLE
FEDERAL MOTOR VEHICLE SAFETY STANDARDS
IN EFFECT

VEHICLE IDENTIFICATION NO. 1F1010101010101010
TYPE VEHICLE MPV FORD F-100 200 200

5

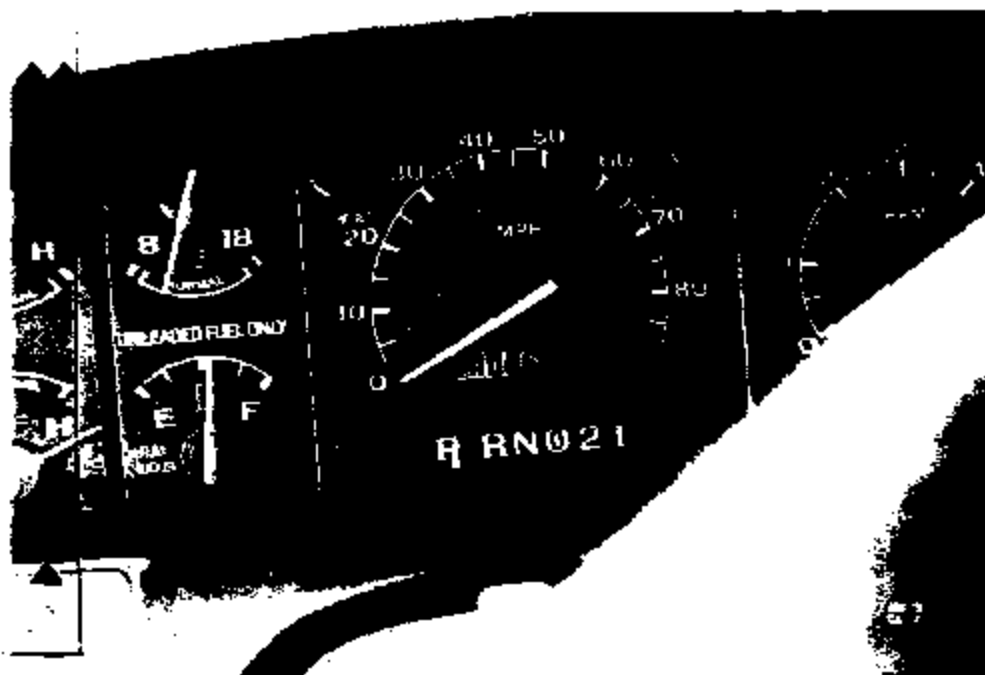


Figure 5. Vehicle Odometer (10,151.2 miles)

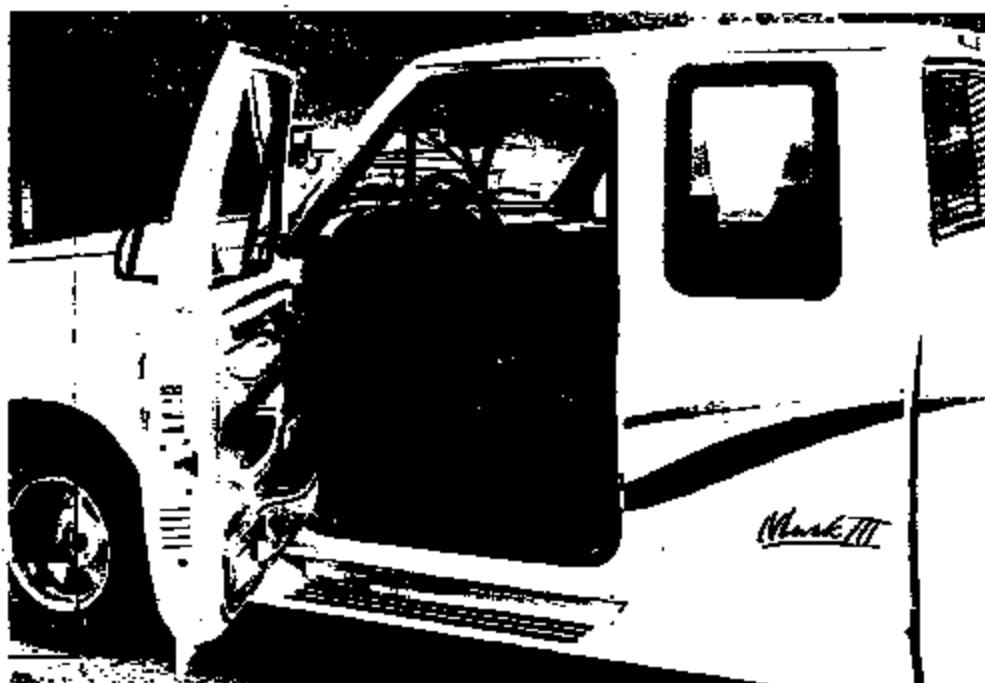


Figure 6. Interior Of Pick-up Cab



Figure 7. Fire Pattern Hood Exterior



Figure 8. Fire Pattern Hood Interior



Figure 9. Engine Bay From Left Side-

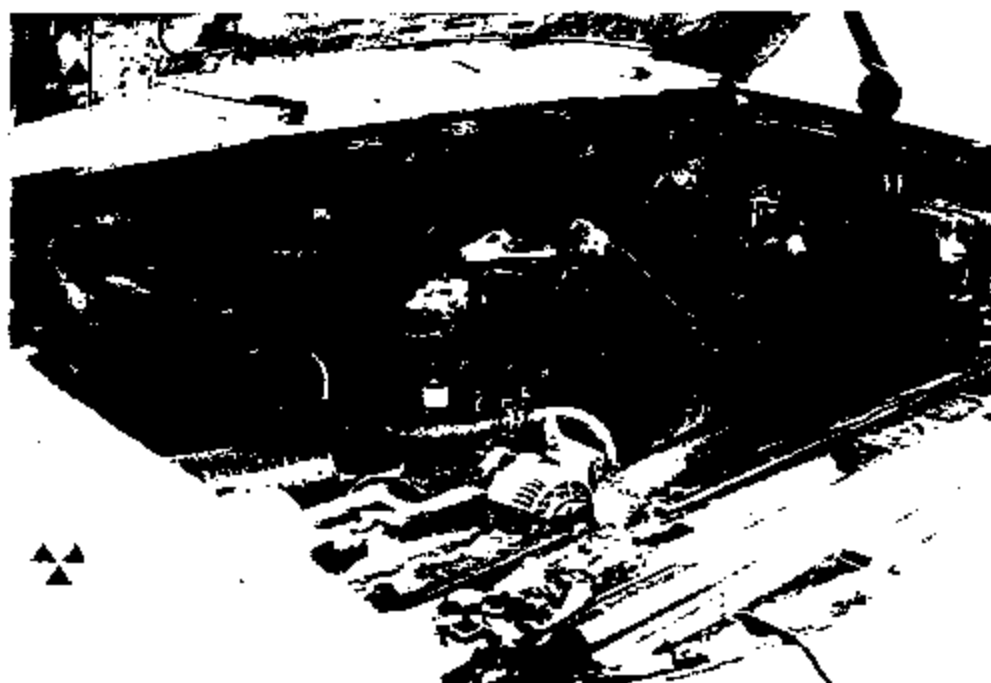


Figure 10. Engine Bay From Right Side



Figure 11. Right Side Of Engine (Smoke And Heat Damage Only)

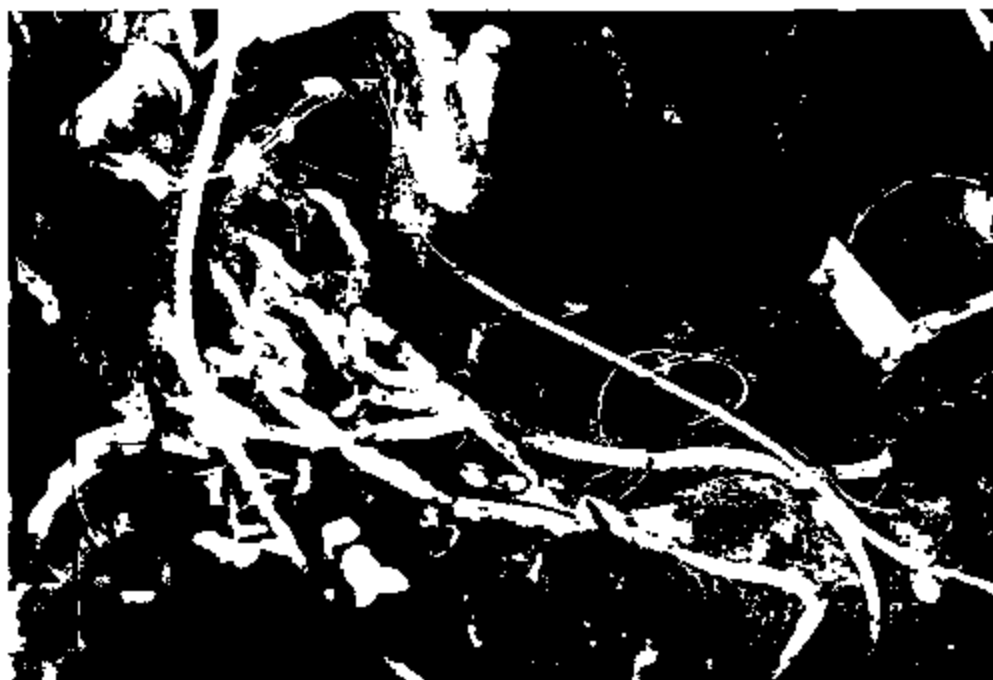


Figure 12. Left Front Of Engine



Figure 13. Fire Damaged Area At Left Top Front Of Engine

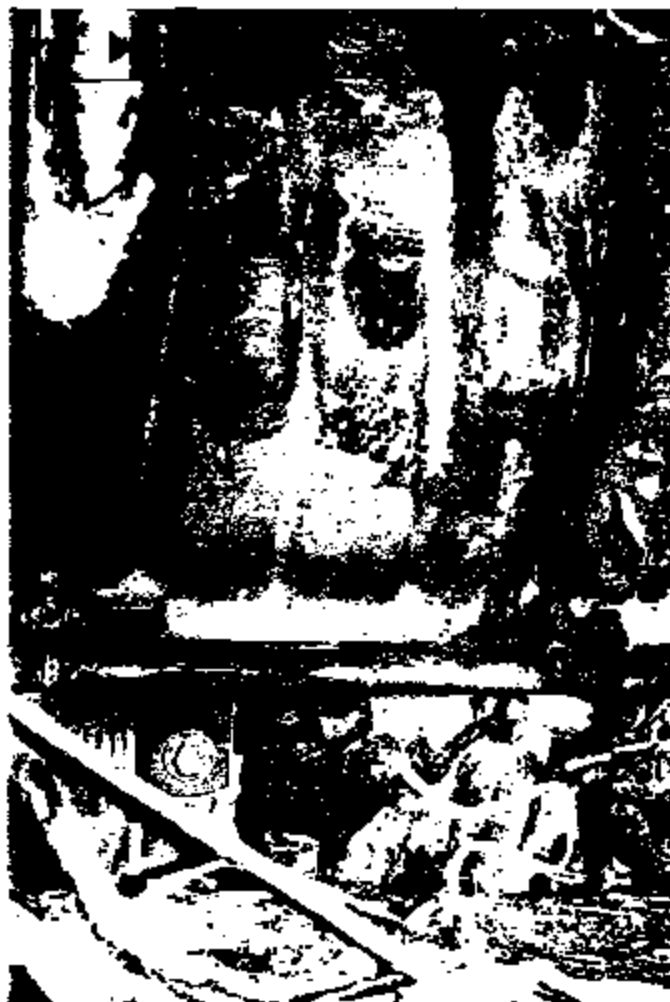


Figure 14. Fire/Heat Pattern Air Intake Housing



Figure 15. Left Side Fuel Rail And Injectors Removed From Vehicle

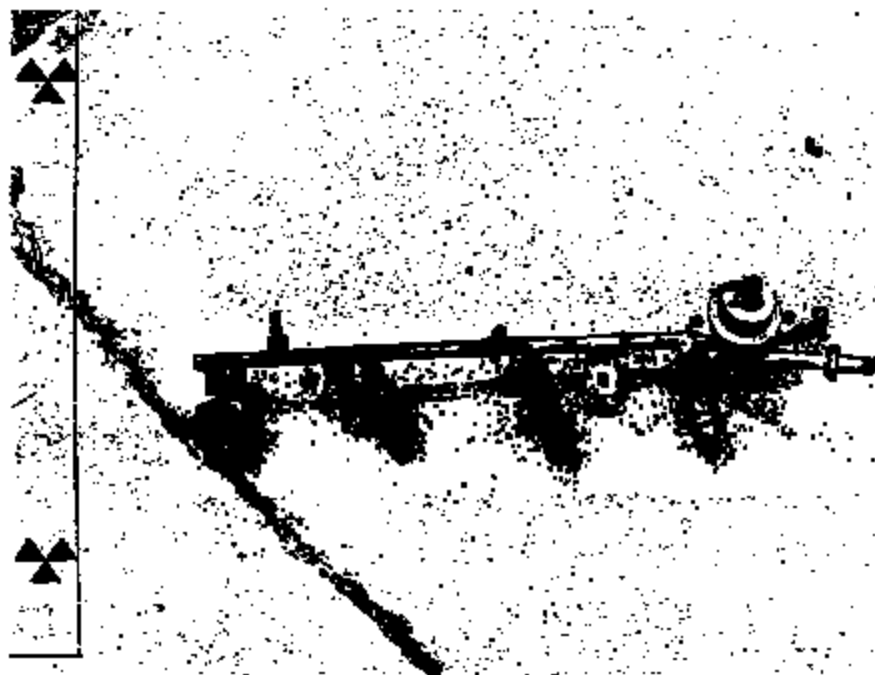


Figure 16. Left Side Fuel Rail And Injectors Removed From Engine



Figure 17. Close-up View Of Front Injector

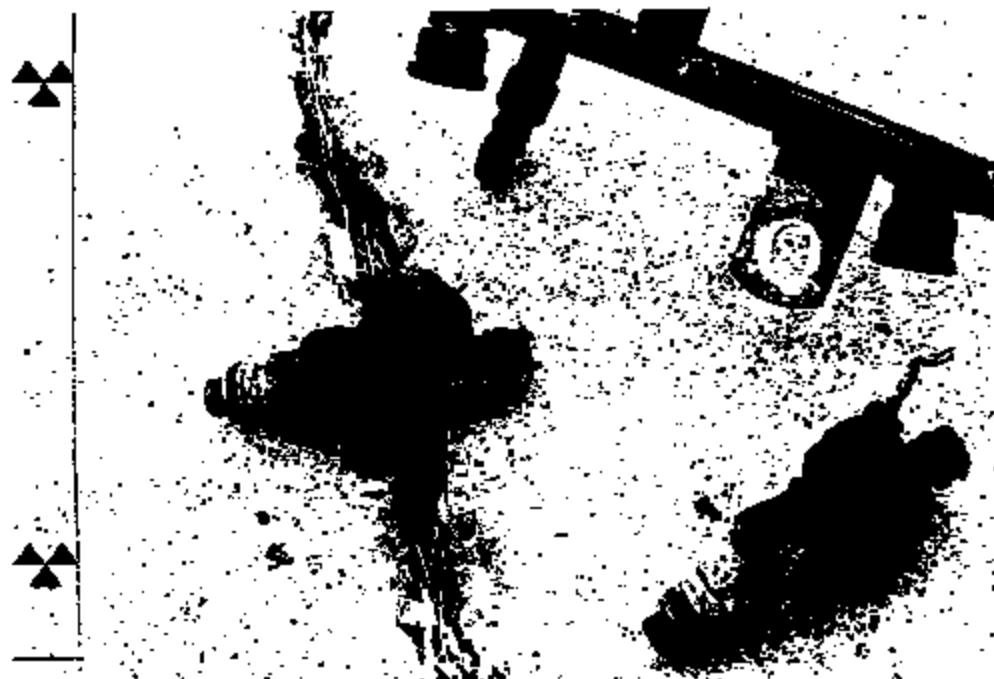


Figure 18. Close-up View Of Both Front Injectors



Figure 19. Left Top Side Of Engine With Fuel Rail And Injectors
Removed

STATE OF MICHIGAN
IN THE 16th CIRCUIT COURT FOR THE COUNTY OF MACOMB

[REDACTED]
Plaintiff,

-vs.-

FORD MOTOR COMPANY,
MIKE DORIAN FORD, INC.,
MACOMB CAR CO., and
JR AUTO SALES, Inc.,

Jointly and Severally,

Defendants.

CASE No. 02- 3504 NO
HON.

ED SERVITTO
P27600


RECEIVED

MAY 30 2002

CARMELLA SABAUGH
MACOMB COUNTY CLERK

LAW OFFICES OF C.R. RUTHERFORD, JR., PLLC
CHARLES R. RUTHERFORD, JR. (P55681)
Attorney for Plaintiff
645 Griswold, Suite 3270
Detroit, Michigan 48226
(313) 962-9200

There is no other pending or resolved civil action arising out of the
transaction or occurrence alleged in the complaint.


CHARLES R. RUTHERFORD, JR. (P55681)

COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff [REDACTED] by and through his attorney, CHARLES R.
RUTHERFORD, JR., and for his Complaint against Defendants states and avers as follows:

COMMON ALLEGATIONS

1. Plaintiff, [REDACTED] is a resident of the City of Detroit, County of Wayne, State of Michigan.
2. Defendant, FORD MOTOR COMPANY, is a Foreign Profit corporation, with its principal place of business in Wayne County, Michigan.
3. Defendant, MIKE DORIAN FORD, INC., is a Michigan corporation doing business in Wayne County, Michigan, with its principal place of business in Macomb County, Michigan.
4. Defendant, J.R. AUTO SALES INC., is a Michigan corporation doing business in Wayne County, Michigan.
5. Defendant, J.R. AUTO SALES, INC., is a Michigan corporation, doing business as MACOMB CAR CO., with its principal place of business in Macomb County, Michigan.
6. On or about February 14, 2002, Plaintiff's purchased a 1997 Ford F-150 Truck with the VIN Number of 1FTDX1767VN [REDACTED] from Defendant J.R. AUTO SALES, Inc.
7. Prior to Plaintiff's purchase, on or about January 24, 2002, Defendant J.R. AUTO SALES, Inc. purchased said vehicle from Defendant, MACOMB CAR CO.
8. Prior to Defendant, J.R. AUTO SALES, Inc.'s purchase, on or about January 22, 2002, Defendant MACOMB CAR CO. purchased said automobile from Defendant, MIKE DORIAN FORD, Inc.
9. Prior to Defendant, MACOMB CAR CO.'s purchase, the automobile had been in Defendant, MIKE DORIAN FORD, INC.'s, possession from August 31, 2001.

10. On or about August 23, 2000, the National Highway Traffic Safety Administration issued a recall bearing the NHTSA Campaign ID Number: 00V231000 with the following information:

Defect Summary:

VEHICLE DESCRIPTION: LIGHT DUTY PICKUP TRUCKS MANUFACTURED AT THE KANSAS CITY OR NORFOLK ASSEMBLY PLANTS. THE FRONT FUEL LINE ASSEMBLY COULD HAVE A HOLE RUBBED THROUGH IN ONE OF TWO LOCATIONS. THE FIRST LOCATION IS BELOW THE FUEL RAIL CONNECTION WHERE THE FLEXIBLE HOSE IS CRIMPED TO THE STEEL TUBE. THE BRACKET THAT ATTACHES THE FRONT FUEL LINE TO THE TRANSMISSION COULD HAVE BEEN BENT DURING ASSEMBLY. THE SECOND LOCATION IS AT THE REAR STEEL TUBE SECTION FORWARD OF THE REAR BRACKET. DURING INSTALLATION THE REAR STEEL TUBES OF THE FRONT FUEL LINE ASSEMBLY COULD HAVE BEEN BENT DOWNWARD. IN VEHICLES EQUIPPED WITH A MANUAL 4XZ4 TRANSFER CASE SHIFTER, THE SHIFTER LINKAGE MAY CONTACT THE STEEL TUBES AS IT IS BEING SHIFTED BETWEEN 4H, 4L, 2L AND NEUTRAL.

Consequence Summary:

THIS CONDITION COULD RESULT IN FUEL LEAKAGE. FUEL LEAKAGE IN THE PRESENCE OF AN IGNITION SOURCE COULD RESULT IN A FIRE.

Corrective Summary:

DEALERS WILL INSPECT THESE LINES AND REPLACE THE FRONT FUEL LINE ASSEMBLY IF NECESSARY. OWNER NOTIFICATION BEGAN OCTOBER 27, 2000. OWNERS WHO TAKE THEIR VEHICLES TO AN AUTHORIZED DEALER ON AN AGREED UPON SERVICE DATE AND DO NOT RECEIVE THE FREE REMEDY WITHIN A REASONABLE TIME SHOULD CONTACT FORD AT 1-800-392-3673.

11. On or about February 14, 2002, Plaintiff purchased a 1997 Ford F-150 Lariat (the "Truck"), which was designed, manufactured, and sold by Defendant, FORD MOTOR COMPANY and subject to a recall, see EXHIBIT A attached hereto.

12. On or about February 19, 2002, just after Plaintiff exited the truck, it ignited and became completely engulfed in under five minutes.

13. The amount in controversy is within the jurisdictional amount of this Court.

COUNT I - NEGLIGENCE.

14. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 above as though fully set forth herein, in full force and effect as stated herein, and further states:

15. The negligence of Defendant, FORD MOTOR COMPANY, consists of, among other things, the following acts and omissions:

- a. failure to properly and adequately design the Truck;
- b. failure to properly and adequately install components and component systems for the Truck;
- c. failure to properly and adequately specify components and component systems for the Truck;
- d. failure to properly and adequately test the Truck;
- e. failure to properly and adequately manufacture, fabricate, and assemble the Truck;
- f. failure to properly and adequately warn of the dangers attendant upon use of the Truck.

16. The above negligence of Defendant, FORD MOTOR COMPANY, caused the Plaintiff's Truck to spontaneously ignite without provocation, and become fully engulfed in flames and subsequently, be a total loss.

17. As a direct and proximate result of the negligence of Defendant, FORD MOTOR COMPANY, Plaintiff has suffered the following injuries and damages, among others:

- a. total loss of vehicle;
- b. loss of transportation;
- c. loss of all personal property and valuables in the Truck as specified in Exhibit A;
- d. inconvenience;
- e. emotional distress (Plaintiff could have been physically injured if he had been in the vehicle when it spontaneously ignited); and

- f. all injuries and damages that are fair and just and that bear on the circumstances of this loss.

COUNT II - PUBLIC POLICY ARGUMENT

18. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 above as though fully set forth herein, in full force and effect as stated herein, and further states:

19. The Truck was defective when it left the control of Defendant, FORD MOTOR COMPANY, and was not reasonably safe for reasonably foreseeable uses in that it could have fatally injured Plaintiff (had Plaintiff been in the vehicle when it caught on fire) when used in the intended manner.

20. The Truck was defective when it left the control of Defendant, MIKE DORIAN FORD, INC., and was not reasonably safe for reasonably foreseeable uses in that it could have fatally injured Plaintiff (had Plaintiff been in the vehicle when it caught on fire) when used in the intended manner.

21. The Truck was defective when it left the control of Defendant, MACOMB CAR CO., and was not reasonably safe for reasonably foreseeable uses in that it could have fatally injured Plaintiff (had Plaintiff been in the vehicle when it caught on fire) when used in the intended manner.

22. The Truck was defective when it left the control of Defendant, JR AUTO SALES, and was not reasonably safe for reasonably foreseeable uses in that it could have fatally injured Plaintiff (had Plaintiff been in the vehicle when it caught on fire) when used in the intended manner.

23. The Truck's defects were a direct and proximate cause of Plaintiff's injury and loss, and as a result, he has suffered the following injuries and damages:

- a. total loss of vehicle;
- b. loss of transportation;
- c. loss of all personal property and valuables in the Truck as specified in Exhibit A;
- d. inconvenience;
- e. emotional distress (Plaintiff could have been physically injured if he had been in the vehicle when it spontaneously ignited); and
- f. all injuries and damages that are fair and just and that bear on the circumstances of this loss.

COUNT III - MISREPRESENTATION

24. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 above as though fully set forth herein, in full force and effect as stated herein, and further states:

25. At all relevant times, Defendant, MIKE DORIAN FORD, INC., represented that the Truck was safe for use, fit for purposes intended, and of merchantable quality.

26. At all relevant times, Defendant, MIKE DORIAN FORD, INC., warranted by implication that the Truck was reasonably safe for use, fit for purposes intended, and of merchantable quality.

27. At all relevant times, Defendant, MACOMB CAR CO., represented that the Truck was safe for use, fit for purposes intended, and of merchantable quality.

28. At all relevant times, Defendant, MACOMB CAR CO., warranted by implication that the Truck was reasonably safe for use, fit for purposes intended, and of merchantable quality.

29. At all relevant times, Defendant, JR AUTO SALES, represented that the Truck was safe for use, fit for purposes intended, and of merchantable quality.

30. At all relevant times, Defendant, JR AUTO SALES, warranted by implication that the Truck was reasonably safe for use, fit for purposes intended, and of merchantable quality.

31. Plaintiff fully relied on those representations and warranties of merchantability in purchasing the Truck from Defendant, JR AUTO SALES.

32. Those representations and warranties were false.


33. As a direct and proximate result of these false representations and warranties, Plaintiff suffered loss (and could have suffered death or other serious injury), and he has suffered the following injuries and damages, among others:

- a. total loss of vehicle;
- b. loss of transportation;
- c. loss of all personal property and valuables in the Truck as specified in Exhibit B;
- d. inconvenience;
- e. emotional distress (Plaintiff could have been physically injured if he had been in the vehicle when it spontaneously ignited); and
- f. all injuries and damages that are fair and just and that bear on the circumstances of this loss.

WHEREFORE, Plaintiff demands judgment against the Defendants herein, and each of them, and requests the Court to:

1. Award Plaintiff damages of whatever amount above \$25,000 is fair, just, and based on the evidence presented at trial;
2. Award Plaintiff interest on the judgment plus its costs and attorney fees; and
3. Grant Plaintiff such other relief as is just and equitable.

Respectfully submitted,


CHARLES R. RUTHERFORD, JR. (P55681)
Attorney for Plaintiff
645 Griswold, Suite 3270
Detroit, Michigan 48226
(313) 962-9200

DATED: May 29, 2002

SFCHIDMA

Issue Detail

02/20/02 12:02:23

==>

VIN: 1FTDX1767VN [REDACTED] Year: 1997 Model: F-SERIES
Owner Status: SUBSEQUENT WSD: 03/28/96 Mileage: 178000
Name: [REDACTED] Hm Ph: [REDACTED]
Trmt: Case: 620980502 Day Ph: [REDACTED]
Symptom: FIRE/SMOKE VISIBLE FLAME CARGO/BED AREA
Reason: LEGAL - ACCIDENT / FIRE
Dealer: RIVERSIDE FORD SALES, INC.
Issue Type: 07 LEGAL CAN Court: Legal Issue Type:
Issue Status: 0 OPEN CAN Award: MORSII Contact: N

A/C DATE Origin Description

02/19/02 CACI38 ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS

F1=Help F2=AddAction F4=ActionDetail F6=DealerInfo
F7=Prev F8=Next F9=ViewMORSII F11=Menu F12=Return
NO MORE RECORDS AVAILABLE LPREL54

SFCHADMA

Action Detail

02/20/02 12:02:35

==>

VIN: 1FTDX1767VM Year: 1997 Model: F-SERIES
Owner Status: SUBSEQUENT WSD: 03/28/96
Name: Hm Ph:
Trmt: Case: 620980502 Day Ph:
Symptom Desc: FIRE/SMOKE VISIBLE FLAME CARGO/BED AREA
Reason Desc: LEGAL - ACCIDENT / FIRE
Dealer: RIVERSIDE FORD SALES, INC.
Issue Type: 07 LEGAL Issue Status: O OPEN
Comm Type: ML MAIL Odometer Reading: 178000 MI
Analyst: VSINGH VIKRAM SINGH Document Number:
Action Date: 02/19/02 Action Data: Y Action Time: 19:37:39 EST
Origin Desc: US CONCERN CASE BASE
Action Desc: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
Comments: CUSTOMER SAYS: - VEH PURCHASED AT INDEPENDENT DLR. - VEH
CAUGHT ON FIRE WHILE IT WAS PARKED. - CUST WAS ADVISED THAT
THERE IS A FSA ON THE VEH FOR FUEL LINE. - INSC. COMPANY
NOT CONTACTED. - POLICE NOT CONTACTED. - FIRE DEPT WAS CO
NTACTED. PER CUSTOMER, DEALER SAYS: - NONE CAC ADVISED:
- I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIR

F1-Help F2-AddAction F4-PrevAction F5-NextAction F6=ActionData
F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
MORE COMMENTS AVAILABLE

LFREL54

SFCHADMA

Action Detail

02/20/02 12:02:46

==>

VIN: 1FTDX1767V Year: 1997 Model: F-SERIES
Owner Status: SUBSEQUENT WSD: 03/28/96
Name: Hm Ph:
Trmt: Case: 620980502 Day Ph:
Symptom Desc: FIRE/SMOKE VISIBLE FLAMES CARGO/BED AREA
Reason Desc: LEGAL - ACCIDENT / FIRE
Dealer: RIVERSIDE FORD SALES, INC.
Issue Type: 07 LEGAL Issue Status: G OPEN
Comm Type: ML MAIL Odometer Reading: 178000 MI
Analyst: VSINGH VIKRAM SINGH Document Number:
Action Date: 02/19/02 Action Data: Y Action Time: 19:37:39 EST
Origin Desc: US CONCERN CASE BASE
Action Desc: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
Comments: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIR
S GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU
IN 7- 10 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CA
RRIER AND REPORT THIS INCIDENT. INFERENCE CASE ID: 5349

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
NO MORE COMMENTS AVAILABLE

LPREL54

1FTDX1767V

02/20/2002 12:02:54

1997 F-SERIES LD

F-150 SUPER CAB STYLE SIDE 4X2

4.6L SOHC (WINDSOR) 648DR06A 4R70W 4 SPD AUTO

AXLE CODE: 19

*OPEN CAMPAIGNS

00S22

FUEL LINE

98R01

PCV TUBE FOAM INSULATION SLEEVE

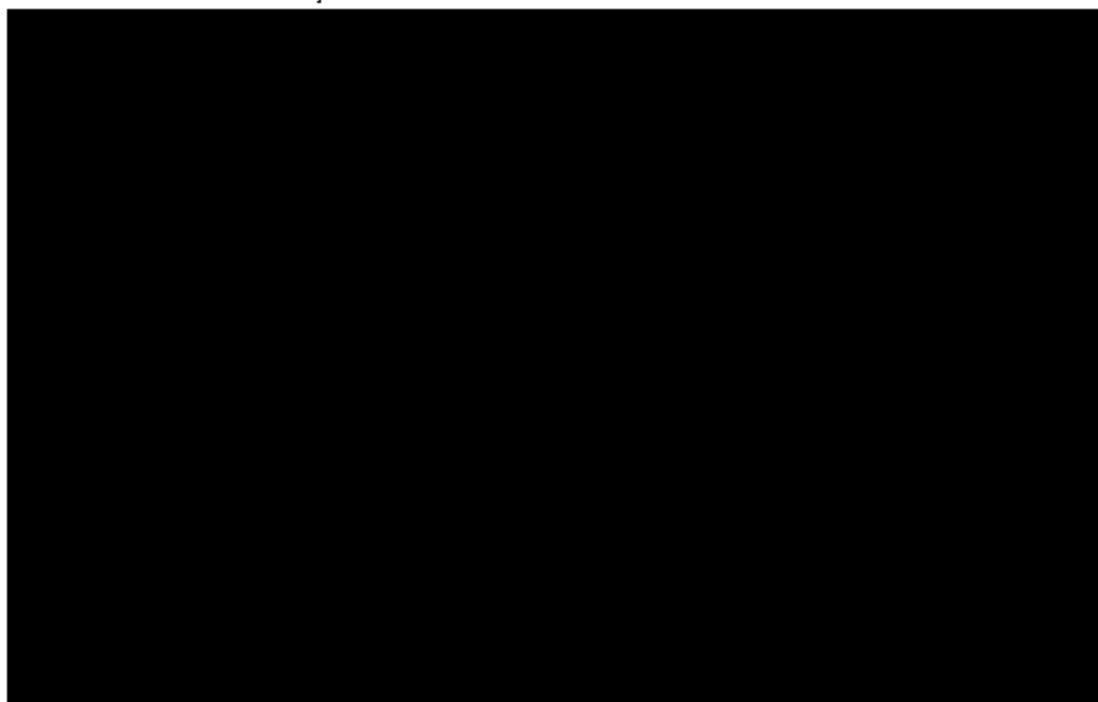
NOTE: VEHICLES IN CERTAIN GEOGRAPHICAL REGIONS MAY NOT NEED
REPAIR; SERVICE THE VEHICLE IF IT HAS THE SAME CONCERN OR
CONDITION AS AFFECTED VEHICLES OR OPERATED IN THE AFFECTED
REGIONS (REFER TO BULLETIN) AND THE CUSTOMER IS WILLING TO
PROVIDE NEEDED INFORMATION AND AFFECTED PART FOR POSSIBLE
INSPECTION.

*WARRANTY START DATE 03/28/1996 BUILD DATE 03/18/1996 START ODOM
LESS THAN TWO DEALER APPROVED AWA REPAIR VISITS PAID TO DATE

NO ESP INFORMATION AVAILABLE

*THIS VEHICLE HAS AN OPEN CUDL\MORS LEGAL CONTACT

FOR MORE INFO <RTN>, M. MENU OR 99. BYE



LANGE TECHNICAL SERVICES, LTD.

10 SEAMAN PLACE DEER PARK, NEW YORK 11729 (516)667-0183 FAX (516)667-0185

February 1, 1999

FORENSIC ENGINEERING
EQUIPMENT ANALYSIS
ACCIDENT RECONSTRUCTION
FIRE CAUSE DETERMINATION

Mr. Milton Woodard
State Farm Insurance Company
Bulova Corporate Center
73-20 Astoria Boulevard
F. Birkhett, New York 11370

Re: Our File No.;
Claim No.;
Insured;
Vehicle: 1994 Lincoln Navigator
VIN: SLMPU28L0W1
Mileage: N/A
Examined: January 13, 1999

Dear Mr. Woodard:

As you requested, the above vehicle was examined at Port Motors in Port Washington, New York to determine the cause and origin of the engine compartment fire. The following are our findings and opinions.

General Observations:

The above vehicle is a sport utility type equipped with a V-8 engine, automatic transmission and four wheel drive. It was reported that while being driven fire was detected in the engine compartment. The damage observed at the time of our examination is reportedly the damage resulting from that fire.

Preliminary examination of the vehicle revealed extensive damage in the engine and passenger compartments. Based upon the damage observed in the passenger's compartment, many combustible materials, though severely damaged, remained. It had been reported that the fire had originated within the engine compartment and this was confirmed by the flame patterns and damage observed on the interior of the vehicle (Photo Nos. 2, 3, 4 and 5). When examining the interior of the vehicle, no indications could be found that the fire had originated in this area.



Preliminary examination of the engine compartment revealed large quantities of fiberglass material resulting from the combustion of the fiberglass hood (Photo Nos. 6 and 7). This material was carefully removed in order to further examine the engine, wiring and other components.

After removal of the fiberglass debris, it was found that the left side of the engine compartment contained many severely damaged, but consumable materials. These included plastic materials and the remains of the air cleaner (Photo Nos. 7 and 8). While examining the left side of the engine compartment, it was found that the fiberglass valve cover, though damaged, remained almost completely intact (Photo No. 9). It was noted that the valve cover on the right side had been severely damaged with only the glass reinforcing fibers remaining (Photo No. 10). Further examination of the engine compartment, with the fiberglass debris removed, revealed extensive wiring damage and melting of aluminum components (Photo No. 11). It was noted that a flame pattern existed indicating a greater intensity of heat on the right side immediately forward of the damaged valve cover. This was apparent by the burn pattern and melting of the radiator in the forward area of the engine compartment (Photo No. 12).

February 1, 1989

Page 2

Mr. Milton Woodard
State Farm Insurance Company

Re: Our File No.: 9812-FL-614
Claim No.: 
Insured: 

Immediately adjacent to the damaged valve cover is positioned the transmission dipstick. Close examination revealed the cap to be in place and no indications could be found that transmission fluid had been expelled from the case (Photo No. 13). It was also noted that immediately below the dipstick no residue patterns were found on the exhaust manifold (Photo No. 14). An area of high heat was noted on the right rear portion of the cowl. This is indicated in Photo No. 15 by the arrows. Located almost centrally in this flame pattern is an electrical junction panel. In order to clarify the prior condition of the components, a similar vehicle was examined and photographs taken of the area. Photo No. 16 is a view of this area in the undamaged vehicle.

Since the above vehicle is equipped with an electronic fuel injection system, the fuel lines were examined to determine if any evidence could be found of leakage. It should be noted that the lines and couplings related to the fuel injection system are positioned on the left side of the engine immediately adjacent to the brake booster. Examination of this area failed to reveal any indications that the fire had originated here.

Since the origin area appeared to be based upon the damage in the right rear of the engine compartment at the electrical junction box, this component was carefully examined. Immediately noted was a melted electrical ground wire. The melting of an electrical ground wire indicates that an extremely high amount of electrical current passed through the body of the vehicle resulting in the overheating and melting of the ground wire (Photo Nos. 17 and 18).

When examining the undamaged vehicle, it was noted that heavy cables passed through fusible links positioned on the bracket found damaged in the burned vehicle. Photo No. 20 is a view of these links in the burned vehicle. This examination of the terminal connections revealed one terminal to be fused completely to the steel-mounting bracket (Photo No. 21). The fusing of this terminal to the mounting bracket would explain the high electrical current passed through the body causing the melting of the ground cable previously indicated. Based upon the condition of the cable, the fusing found at the terminal and the flame patterns, the fire originated in the fuse mounting assembly and the cause of the fire is the result of an electrical malfunction.

Conclusions:

In our opinion, based on the above findings, available information, accuracy of reported statements, conditions of the examination and with a reasonable degree of engineering certainty, the fire in the above vehicle originated in the right rear area in a fusible link mounting assembly. Close examination revealed signs of extreme electrical activity. It is our opinion that the origin is this component and the cause is an electrical malfunction.

Thank you for this opportunity to be of service.

Sincerely,

LANGE TECHNICAL SERVICES, LTD.

Carl J. Lange, P.E.

CJL:ks
Enclosures

ENC-888-LC1-0183

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----x
[REDACTED]
Plaintiff,

-against-

COMPLAINT

Ford Motor Company

Defendant.
-----x

The plaintiffs, by their attorney, complaining of the defendants, respectfully show to the Court and allege:

AS AND FOR A FIRST CAUSE OF ACTION

1. That during the time herein stated and hereinafter mentioned, the plaintiff hereinafter referred to as was and still is a mutual insurance company duly organized under the laws of the State of Illinois, engaged in the legal transaction of business in the State of New York.

2. That during the time heretofore mentioned, plaintiff's subrogor was insured under a policy of insurance issued by the plaintiff and was the owner of a motor vehicle.

3. Upon information and belief that during the time heretofore and at all times hereinafter mentioned, the defendants were doing business within the County of Nassau, State of New York, as the manufacturer and dealer respectively of automobiles.

4. That on December 29, 1998, plaintiff's subrogor's vehicle was damaged, said vehicle manufactured and sold by the defendants.

5. That the defendants expressly warranted to the plaintiff's subrogor that each part of the vehicle was free of defects in material and workmanship and fit to be used as a motor vehicle.

6. That the aforesaid warranties related to the aforesaid goods was part of the basis of the bargain.

7. That the said warranties were not true as the vehicle was not warranted inasmuch as the vehicle on December 29, 1998, was damaged when the vehicle caught fire as a result of the aforesaid breach of warranty within the County of Nassau.

8. That as a result of the foregoing, plaintiff sustained damages in the sum of \$44,566.19, and plaintiff has been damaged in said sum.

AS AND FOR A SECOND CAUSE OF ACTION

9. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "9" inclusive, of the complaint, with the same force and effect as though herein more fully set forth at length.

10. Upon information and belief that as hereinbefore shown and alleged, the said automobile was faulty, defective and malfunctioning in the respects hereinbefore stated, as said vehicle was being used.

11. The damages sustained were caused by the defendants' failure to properly and adequately manufacture, design and inspect said vehicle as to be free from defects.

12. Upon information and belief that by reason of all of the foregoing the plaintiff, has been damaged in the sum of \$44,566.19.

WHEREFORE, plaintiff demands judgment against the defendants in its first cause of action in the sum of \$44,566.19 and in its second cause of action in the sum of \$44,566.19, together with interest, costs and disbursements of this action.

Dated: Huntington, New York
January 3, 2001

SERPE, ANDREE & KAUFMAN
Attorney for Plaintiff
149 Main Street, PO Box 165
Huntington, New York 11743
(631) 421-4488
File No.: ISM29578A&B

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

MARK S. ANDREE, being duly sworn, deposes and says:

That deponent is the attorney for the Plaintiff in the within action; that deponent has read the foregoing Summons knows the contents thereof; and that same is true to deponent's own knowledge, except as to the matters herein stated to be alleged upon information and belief and that as to those matters he believes it to be true.

The grounds of deponent's belief as to all matters are as follows:
Investigations and records on file with the Plaintiff and forwarded to your deponent.


MARK S. ANDREE

Sworn to before me on
30 day of January, 2001

CAROL J. DUERR
Notary Public, State of New York
No. 52-4703234
Qualified in Suffolk County
Commission Expires:


JOSEPHINE EDWARDS
Notary Public, State of New York
No. 4812632
Qualified in Suffolk County
Commission Expires:

ANN BYRNE
Notary Public, State of New York
No. 52-4823120
Qualified in Suffolk County
Commission Expires:

EVELYN D. PADLAN
Notary Public, State of New York
No. 01PA5064742
Qualified in Suffolk County
Commission Expires:

BESTY BAUSER
Notary Public, State of New York
No. 013A5065559
Qualified in Suffolk County
Commission Expires:

PATRICIA FRIEDMAN
Notary Public, State of New York
No. 01FR5029145
Qualified in Suffolk County
Commission Expires:


DONNA MARIE JAIGOBINE
Notary Public, State of New York
No. 01JA6040742
Qualified in Suffolk County
Commission Expires: 4/24/02



STATE OF MICHIGAN
IN THE 38TH CIRCUIT COURT

[REDACTED]
Plaintiffs,

vs.

Case No. **99-10213-CZ**
Hon: **WILLIAM F. LAVOY**

FORD MOTOR COMPANY, a Delaware
Corporation

Defendant.

RONALD R. KEFGEN P15791
Attorney for Plaintiffs
5445 Corporate Drive, Suite 360
Troy, MI 48098
(248) 822-6470

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Ronald R. Kefgen
RONALD R. KEFGEN P15791

PLAINTIFFS' COMPLAINT

NOW COME Plaintiffs, [REDACTED]

subrogee of [REDACTED] individually, by and through their
attorneys, BERKOWITZ & KEFGEN, and for their complaint, hereby state as follows:

1. That Plaintiff, [REDACTED] is a

foreign corporation, doing business in the City of Mt. Clemens, County of Macomb,
State of Michigan.

2. That upon information and belief at all times pertinent hereto Defendant, FORD MOTOR COMPANY, was and still is a duly organized and existing corporation under the laws of the State of Delaware and authorized to do and doing business in the State of Michigan. Defendant, FORD MOTOR COMPANY, maintains its principal place of business in the State of Michigan in the City of Dearborn, County of Wayne.

3. That the damaging question occurred in the City of Petersburg, County of Monroe, State of Michigan.

4. That Plaintiff's subrogees [REDACTED] and now and were at all times pertinent hereto, residents of the City of Petersburg, County of Monroe, State of Michigan.

5. That this case is within the jurisdiction of the Circuit Court because it seeks damages in excess of \$25,000.00.

COUNT I - COMMON ALLEGATIONS

6. Plaintiff refers to and incorporates herein, as though set out in full the allegations contained in paragraphs 1 through 5.
7. That at all times pertinent hereto the Defendant, FORD MOTOR COMPANY, engaged and now engages in the retail sale of vehicles in the City of Toledo, Ohio at Brookes Motor Sales, Inc. which is located at 5717 Secor Road, Toledo, Ohio 43823.
8. That on or about July 18, 1996 Defendants, by their dealerships, sold to Plaintiff a certain 1997 Ford F150 4x4 Lariat Supercab Truck bearing a vehicle identification

number of IFIDX0868V[REDACTED] This 4x4 pick-up truck with certain balance tubes that travel along the rear of the engine and extend into the fuel rail on the right or passenger side of the truck vehicle. These balance tubes, if improperly designed and/or manufacturing and/or installed, would be inherently dangerous to the operation of this vehicle.

9. That on or about March 16, 1998, while Plaintiff was attempting to exit his garage from his home located at 13550 Albain Road, Petersburg, Michigan, the balance tube mentioned in paragraph 8 became airt with fire causing the entire front portion of the vehicle in addition to the inner cab portion of the vehicle to be engulfed and consumed by flame.
10. Defendant, FORD MOTOR COMPANY, by and through each of its agents, employees or other persons negligently designed, manufactured, inspected and sold said Ford F150 4x4 truck with defective balance fuel line tubes and said defective balance fuel line tubes failed to serve their design purpose of carrying fuel from the fuel tank to the engine which caused the inner cab and front portion of this truck vehicle to become engulfed in flames and totally consumed thereby.
11. Defendant, FORD MOTOR COMPANY, knew or, within the exercise of ordinary car, should have known that the Ford F150 truck at issue contained a defective balance tube rendering the Ford truck dangerous to those using it for the purpose for which it was intended.
12. Such carelessness and carelessness of Defendant, FORD MOTOR COMPANY, Plaintiffs [REDACTED] sustained substantial property damage to their vehicle including its total loss of the

use of this vehicle in addition to substantial time and effort in coordinating a replacement of the vehicle.

13. That at the time Plaintiffs' subrogee suffered such injury, policy of insurance issued by Plaintiff, [REDACTED] was in

fact insuring the Ford F150 4x4 Lariat Supercab Truck at issue against losses including but not limited to property damage and other risks.

14. That Plaintiff, [REDACTED] by reason of its contract of insurance, has paid to its insureds [REDACTED] the amount of \$28,327.10.

15. That despite its demand to Defendant, FORD MOTOR COMPANY, the Defendant has failed and refused to pay Plaintiffs for the full amount of the damages sustained.

WHEREFORE, Plaintiff, [REDACTED]

subrogee of [REDACTED]

Individually, pray this Honorable Court enter a judgment against the Defendant in favor of the Plaintiffs, together with all applicable costs, pre-judgment interest and attorney's fees to abide the event.

15 DIS FILED
JUL 11 2011
CLERK
MORRIS, MI.

COUNT II - BREACH OF EXPRESSED AND IMPLIED WARRANTIES

16. Plaintiffs refers to and incorporates herein, as though set out in full the allegations contained in paragraphs 1 through 16.
17. Defendant, FORD MOTOR COMPANY, by and through the sale of said Ford F150 4x4 Lariat Supercab Truck to Plaintiffs, expressly and impliedly warranted that the truck vehicle and the inner balance tubes installed therein were fit for the purpose for which they were intended.

18. That Plaintiff made use of the truck vehicle as alleged herein in reliance on said expressed and implied warranties.

19. That said expressed and implied warranties were breached by the defective balance tubes which caused Plaintiff's vehicle to become engulfed and subsequently consumed by fire.

20. That as a direct result of Defendant's breach of warranties, in each of them, Plaintiff's subrogees suffered a total loss of their 1997 Ford vehicle.

21. That as a direct result of said breaches of warranties, [REDACTED] by reason of its contract of insurance with Plaintiff insuring said vehicle, was compelled to pay to Plaintiff replacement costs in the amount of \$28,327.10 as a total replacement cost for this vehicle.

22. That upon information and belief Plaintiff [REDACTED] prays leave of this court to amend this complaint and to set forth in full other damages in this regard, when such amounts have been ascertained.

WHEREFORE, Plaintiffs, [REDACTED]

subrogee of [REDACTED]

Individually, pray this Honorable Court enter a judgment against the Defendant in favor of the Plaintiffs, together with all applicable costs, pre-judgment interest and attorney fees to abide the event.

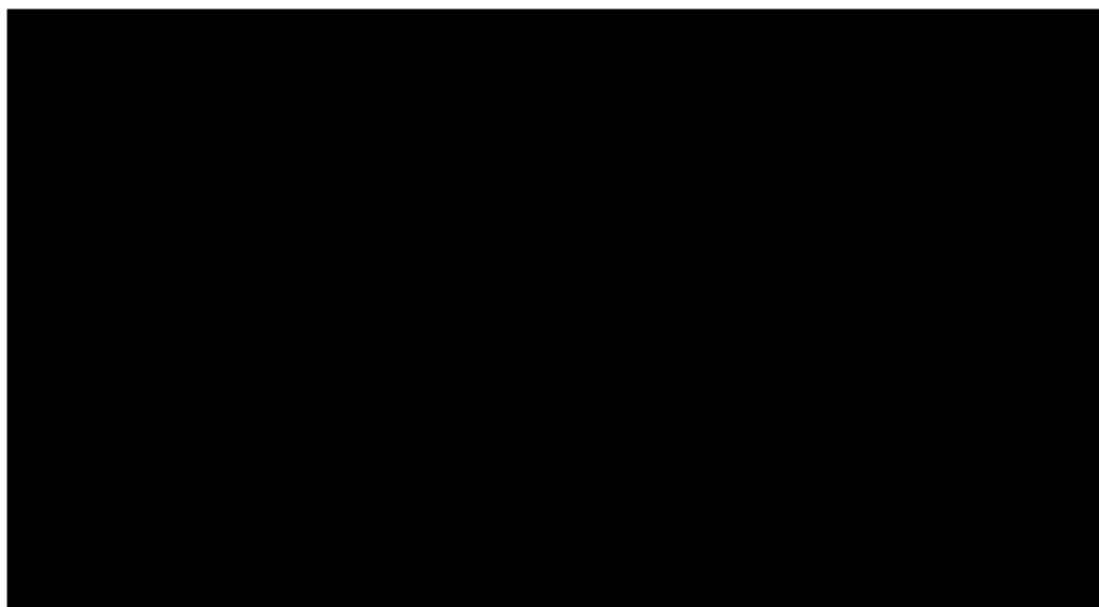
MOHRE, MI

BERKOWITZ & KEFGEN

RONALD R. KEFGEN P15791
Attorney for Defendant(s)
5445 Corporate Drive, Suite 360
Troy, MI 48098
(248) 822-6470

Date: June 10, 1999
C:\My Files\Berk v Ford Motor.doc

ER05-005-LC1-0112



IMPORTANT INSTRUCTIONS:

Please mark your response with an "X" as shown at right. Use pencil or black or blue ink. Correct Marking: ☒

YOUR CUSTOMER RELATIONSHIP CENTER EXPERIENCE

First, we have a few questions about your experience with the CENTER'S ROLE in handling your issue. We will ask about your other experiences later.

1. Which one of the categories below best describes your specific reason or specific issue for contacting the Center?

(Please mark only one answer)

- | | |
|---|--|
| <input type="checkbox"/> Information on vehicle warranty | <input type="checkbox"/> Part delayed or on back order |
| <input type="checkbox"/> Warranty expired, requesting after-warranty assistance | <input type="checkbox"/> General information on parts |
| <input type="checkbox"/> Vehicle quality or durability | <input type="checkbox"/> Dealer unable to repair vehicle or multiple repair attempts |
| <input type="checkbox"/> Vehicle recall information | <input type="checkbox"/> General dealer dissatisfaction |
| <input type="checkbox"/> Question about media reports | <input type="checkbox"/> To share company, dealer, car or truck feedback |
| <input type="checkbox"/> Literature request (such as a vehicle brochure) | <input checked="" type="checkbox"/> Other (Please describe): <u>TRUCK FIRE</u> |
| <input type="checkbox"/> Question about a Ford Motor Company car or truck | |

2. And in your specific issue (answer to Question 1, above) now resolved or closed to your satisfaction?

- ☐ Yes - Please skip to Question 3 ☒ No - Please answer Question 2a ☐ Don't remember - Please skip to Question 3

2a. If NO: Please tell us briefly what is yet to be resolved, then skip to Question 5.

I feel my truck fire was due to manufacturer malfunction as there have been numerous other complaints about the same thing happening.

3. About how long did it take from your initial contact with the Center until your specific issue was resolved or closed?

- ☐ Issue resolved during initial contact
☐ Issue resolved same day as initial contact
☐ Issue resolved one or more days after initial contact. - Please write in the total number of days: _____
☒ Issue not yet resolved

4. How would you rate the length of time from your initial contact with the Center until closure?

- ☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Poor ☐ Unacceptable ☒ Issue not yet resolved

5. How satisfied are you with the Center's role in handling your specific issue?

- ☐ Completely satisfied ☐ Very satisfied ☐ Satisfied ☐ Somewhat dissatisfied ☒ Very dissatisfied

6. How many times have you personally contacted the Center - (that is, you initiated the contact, via phone or mail - to handle your specific issue? (Please mark number of self-initiated contacts)

- ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 or more ☐ Don't remember

7. And how do you feel about the length of time from the time you finished dialing until you talked to a live Center representative the first time you called the Center?

- ☐ Outstanding ☒ Very Good ☐ Satisfactory ☐ Poor ☐ Unacceptable ☐ Center called me or don't remember

8. Did the Center's representative promise to respond or follow-up with you, or commit to taking some specific action on your behalf?

- ☒ Yes - Please answer Question 8a ☐ No - Please skip to Question 9 ☐ Don't remember - Please skip to Question 9

8a. If YES: Did the Center's representative keep his or her promise or commitment?

- ☒ Yes ☐ No ☐ Don't remember

Questions 9-14a refer to the **FIRST PERSON** to whom you spoke during your **INITIAL TELEPHONE CONTACT** with the Center.

9. How would you rate the Center representative's *empathy* – that is, the Center representative's willingness to listen with interest and ask insightful questions to understand your specific issue and assess your needs?
- ☐ Outstanding ☒ Very Good ☐ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember
10. How would you rate the Center representative's straightforward and unambiguous commitment to handling your specific issue?
- ☐ Outstanding ☐ Very Good ☒ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember
11. And how would you rate the Center representative's *skill and expertise* – that is, the Center representative's ability to provide an easily understood response to your specific issue, a response that left you feeling that you had contacted the right person?
- ☐ Outstanding ☐ Very Good ☒ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember
12. How would you rate the Center representative's *specific car or truck knowledge* – that is, the Center representative's ability to clearly and confidently answer your questions about a specific Ford Motor Company car or truck?
- ☐ Outstanding ☐ Very Good ☒ Satisfactory ☐ Poor ☐ Unacceptable ☐ Didn't have specific car or truck issues
13. How would you rate the Center representative's *courtesy or politeness*?
- ☒ Outstanding ☐ Very Good ☐ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember
14. Did the Center's representative *facilitate or arrange* contacts with your servicing dealer to handle your specific issue?
- ☐ Yes - Please answer Question 14a
☒ No - Please skip to introduction before Question 15
☐ Don't remember - Please skip to introduction before Question 15
- 14a. How would you rate the Center representative's willingness and ability to be your advocate in contacts with your servicing dealer to handle your specific issue?
- ☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember

YOUR DEALER SERVICE EXPERIENCE (AFTER YOUR INITIAL CONTACT WITH CENTER)

Next, we have a few questions about your experience with your **SERVICING DEALER'S** role in handling your specific issue. If you have **NOT** had any contact with your **SERVICING DEALER AFTER YOUR INITIAL CONTACT WITH THE CENTER**, please skip to Question 22 on next page.

15. Overall, how satisfied are you with your servicing dealer's role in handling your specific issue?
- ☐ Completely satisfied ☐ Very satisfied ☐ Satisfied ☐ Somewhat dissatisfied ☒ Very dissatisfied ☐ Dealer not involved
Please skip to Question 22
16. After your initial contact with the Center, how many times have you personally contacted your servicing dealer – that is, you initiated the contact – to handle your specific issue? (Please mark number of self-initiated contacts)
- ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 or more ☐ Don't remember
17. After your initial contact with the Center, how many times did your servicing dealer contact you to handle your specific issue? (Please mark number of dealer-initiated contacts)
- ☐ 0 ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 or more ☐ Don't remember

Please remember: Correct Marking ☒

18. Did your servicing dealer promise to respond or follow-up with you in a specified period of time?
- ☐ Yes - Please answer Question 18a ☒ No - Please skip to Question 19 ☐ Don't remember - Please skip to Question 19

18a. If YES: Did your servicing dealer keep his promise?

☐ Yes ☐ No ☐ Don't remember

19. How would you rate your servicing dealer's empathy - that is, your servicing dealer's willingness to listen with interest and ask insightful questions to understand your specific issue and assess your needs?
- ☐ Outstanding ☐ Very Good ☐ Satisfactory ☒ Poor ☐ Unacceptable ☐ Don't remember/ doesn't apply

20. And how would you rate your servicing dealer's professional skill and expertise - that is, your servicing dealer's ability to deal with or handle your specific issue in a professional and business-like manner?
- ☐ Outstanding ☐ Very Good ☒ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember

21. How would you rate your servicing dealer's straightforward and unambiguous commitment to handling your specific issue?
- ☐ Outstanding ☐ Very Good ☒ Satisfactory ☐ Poor ☐ Unacceptable ☐ Don't remember

And now, a few questions about your overall disposition toward the
CENTER, your SERVISING DEALER, and Ford Motor Company.

22. How likely would you be to contact Ford's Customer Relationship Center again for an issue similar to the issue you just told us about?
- ☐ Very likely ☐ Somewhat likely ☐ Undecided ☐ Somewhat unlikely ☒ Very unlikely

23. How likely would you be to recommend your Ford or Lincoln Mercury servicing dealer to a friend or relative asking for your advice, as a place to buy, lease, or service a Ford Motor Company car or truck?
- ☐ Very likely ☐ Somewhat likely ☒ Undecided ☐ Somewhat unlikely ☐ Very unlikely ☐ Not applicable

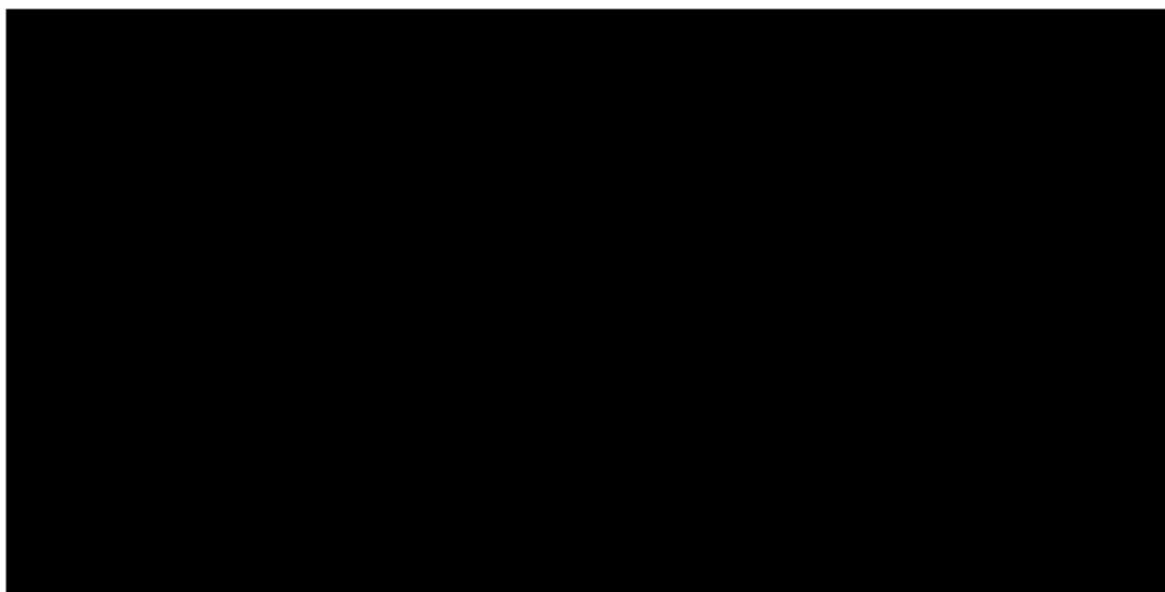
24. How likely would you be to recommend a Ford, Mercury or Lincoln car or truck to a friend or relative asking for your advice?
- ☐ Very likely ☐ Somewhat likely ☒ Undecided ☐ Somewhat unlikely ☐ Very unlikely

I would
contact an
attorney!

Thank you very much for taking the time to complete our survey!

Please Mail This Complaint Questionnaire to: The Lincoln Center Group, Inc.
RDA Group - 451 Enterprise, Ltd. • Bluebell, PA 19380-1207

100



STATE OF MICHIGAN
IN THE 19TH JUDICIAL DISTRICT COURT

[REDACTED]
Plaintiff,

v.

Case No. 04- - GC

Hon.

FORD MOTOR COMPANY,

Defendant.

STILMAN LAW OFFICE

By: Michael Stillman (P42765)

Attorney for Plaintiff

7091 Orchard Lake Road, Suite 270

West Bloomfield, Michigan 48322

(248) 851-6000

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in this complaint.

COMPLAINT

NOW COMES Plaintiff, [REDACTED] as Subrogee

of [REDACTED] by and through its attorneys, STILLMAN LAW OFFICE, and for its
Complaint against Defendant, states as follows:

1. That Plaintiff is a Corporation licensed to write insurance in the State of Michigan.
2. That Plaintiff's subrogor, [REDACTED] is a resident of the City of Berkley Springs, State of West Virginia
3. That Defendant is a Delaware Corporation, with its principle place of business located in the City of Dearborn, County of Wayne, State of Michigan.
4. The amount in controversy does not exceed Twenty-Five Thousand

(\$25,000.00) Dollars and is within the jurisdiction of this Court.

5. Venue is proper in the 19th Judicial District Court.
6. On or about October 2, 2003, Plaintiff's subrogor was the owner of a 1997 Ford F-150 Pickup Truck (VIN 1FTDF1861VN [REDACTED] which caught fire while it was being driven, with the cause and origin of the fire being determined through Plaintiff's investigation as a manufacturing defect.

I. Count 1 - General Negligence

7. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-6 of this Complaint as though fully restated herein.
8. The fire in Plaintiff's vehicle was caused by the culpable negligence of Defendant.
9. Defendant owes a legal duty to the drivers of its vehicles to insure that the Defendant's vehicles are reasonably safe for operation, in the capacity for which the vehicles are used and maintained.
10. Defendant owes that same legal duty to Plaintiff's subrogor, which was breached by Defendant, with that breach being evidenced by the vehicle fire originating, through Plaintiff's investigation, by a manufacturing defect.
11. As a result of said breach of duty of Defendant's standard of care, Plaintiff's subrogor suffered damage to his vehicle.
12. The damages suffered by Plaintiff's subrogor were proximately caused by the breach of duty by Defendant.
13. That on or about October 2, 2003, there was in effect a policy of insurance

issued by Plaintiff to [REDACTED] and further, as a direct and proximate result of the negligence of Defendant, Plaintiff paid to Plaintiff's subrogor, or on his behalf, the sum of \$9,171.75.

14. That pursuant to the policy of insurance, and common law, Plaintiff is subrogated to the rights, title and interest of any cause of action Plaintiff's subrogor might have against Defendant to the extent of the amount of monies paid by Plaintiff to, or on behalf of, its insured.

II. Count 2 - Products Liability

15. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-14 of this Complaint as though fully restated herein.
16. Defendant was negligent in its manufacture of this 1997 F-150 Pickup Truck, specifically as it relates to the vehicle fire on or about October 2, 2003, namely what has been determined by Plaintiff's investigation to be the cause of said vehicle fire.
17. Defendant had a duty to manufacture a reasonably safe 1997 F-150 Pickup Truck, such that a fire would not occur as a result of what Plaintiff's investigation has determined to be the cause of said vehicle fire.
18. Defendant breached that duty by manufacturing this in a 1997 F-150 Pickup Truck negligent manner, said manufacture being the proximate cause of the damages sustained by Plaintiff's subrogor, and ultimately paid by Plaintiff, to or on behalf of its subrogor.
19. Defendant was negligent in its design of this 1997 F-150 Pickup Truck, specifically as it relates to the vehicle fire on or about October 2, 2003, namely what has been

determined by Plaintiff's investigation to be the cause of said vehicle fire.

20. Defendant had a duty to design a reasonably safe 1997 F-150 Pickup Truck, such that a fire would not occur as a result of what Plaintiff's investigation has determined to be the cause of said vehicle fire.

21. Defendant breached that duty by designing this 1997 F-150 Pickup Truck in a negligent manner, said manufacturing defect being the proximate cause of the damages sustained by Plaintiff's subrogor, and ultimately paid by Plaintiff, to or on behalf of its subrogor.

22. Defendant was negligent in its failure to warn Plaintiff's subrogor of the dangers associated with this 1997 F-150 Pickup Truck, specifically as it relates to the vehicle fire on or about October 2, 2003, namely what has been determined by Plaintiff's investigation to be the cause of said vehicle fire.

23. Defendant had a duty to warn Plaintiff's subrogor of the risks associated with this 1997 F-150 Pickup Truck, namely the risks associated with the fire that occurred on or about October 2, 2003, which was determined, as a result of Plaintiff's investigation to be the cause of the damages to Plaintiff's subrogor's vehicle, for which damages were paid by Plaintiff to, or on behalf of, its subrogor.

24. Defendant breached its duty to warn Plaintiff's subrogor of the risks associated with the fire that occurred on or about October 2, 2003, which was determined, as a result of Plaintiff's investigation to be the cause of the damages to Plaintiff's subrogor's vehicle, for which damages were paid by Plaintiff to, or on behalf of, its subrogor.

25. That as a direct and proximate result of Defendant's negligent manufacture,

STILLMAN LAW OFFICE 7001 CINCINNATI LANE ROAD SUITE 200 WEST BLOOMFIELD, MICHIGAN 48304-3651 PHONE (248) 851-6000 FAX (248) 851-6029

design, and/or failure to warn, Plaintiff incurred damages, for having paid to Plaintiff's subrogor, or on his behalf, the sum of \$9,171.75, plus interest, costs and fees.

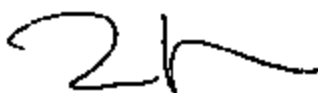
26. That on or about October 2, 2003, there was in effect a policy of insurance issued by Plaintiff to [REDACTED] and further, as a direct and proximate result of the negligence of Defendant, Plaintiff paid to Plaintiff's subrogor, or on his behalf, the sum of \$9,171.75.

27. That pursuant to the policy of insurance, and common law, Plaintiff is subrogated to the rights, title and interest of any cause of action Plaintiff's subrogor might have against Defendant to the extent of the amount of monies paid by Plaintiff to, or on behalf of, its insured.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment against Defendant in the amount of \$9,171.75, plus interest, costs and fees. I declare the above statements to be accurate to the best of my information, knowledge, and belief.

Respectfully submitted,

STILLMAN LAW OFFICE



By: Michael Stillman (P42765)
Attorney for Plaintiff

Dated: April 8, 2004

ACORD AUTOMOBILE LOSS NOTICE

40-89335

DATE
10/08/2002

HONOLULU, HI 96814 ONE INSURANCE SERVICES, INC. P.O. BOX 130 BERKELEY SPRINGS, WV 25411		COMPANY NAME SHELLEY CASUALTY INSURANCE CO. POLICY NUMBER [REDACTED]		INITIAL ENDORSEMENT DATE (MM/DD/YYYY) [REDACTED]	
10/22/2003 10/22/2004 10/22/2005 10/22/2006 10/22/2007 10/22/2008 10/22/2009 10/22/2010 10/22/2011 10/22/2012 10/22/2013 10/22/2014 10/22/2015 10/22/2016 10/22/2017 10/22/2018 10/22/2019 10/22/2020 10/22/2021 10/22/2022 10/22/2023 10/22/2024 10/22/2025 10/22/2026 10/22/2027 10/22/2028 10/22/2029 10/22/2030 10/22/2031 10/22/2032 10/22/2033 10/22/2034 10/22/2035 10/22/2036 10/22/2037 10/22/2038 10/22/2039 10/22/2040 10/22/2041 10/22/2042 10/22/2043 10/22/2044 10/22/2045 10/22/2046 10/22/2047 10/22/2048 10/22/2049 10/22/2050 10/22/2051 10/22/2052 10/22/2053 10/22/2054 10/22/2055 10/22/2056 10/22/2057 10/22/2058 10/22/2059 10/22/2060 10/22/2061 10/22/2062 10/22/2063 10/22/2064 10/22/2065 10/22/2066 10/22/2067 10/22/2068 10/22/2069 10/22/2070 10/22/2071 10/22/2072 10/22/2073 10/22/2074 10/22/2075 10/22/2076 10/22/2077 10/22/2078 10/22/2079 10/22/2080 10/22/2081 10/22/2082 10/22/2083 10/22/2084 10/22/2085 10/22/2086 10/22/2087 10/22/2088 10/22/2089 10/22/2090 10/22/2091 10/22/2092 10/22/2093 10/22/2094 10/22/2095 10/22/2096 10/22/2097 10/22/2098 10/22/2099 10/22/2100 10/22/2101 10/22/2102 10/22/2103 10/22/2104 10/22/2105 10/22/2106 10/22/2107 10/22/2108 10/22/2109 10/22/2110 10/22/2111 10/22/2112 10/22/2113 10/22/2114 10/22/2115 10/22/2116 10/22/2117 10/22/2118 10/22/2119 10/22/2120 10/22/2121 10/22/2122 10/22/2123 10/22/2124 10/22/2125 10/22/2126 10/22/2127 10/22/2128 10/22/2129 10/22/2130 10/22/2131 10/22/2132 10/22/2133 10/22/2134 10/22/2135 10/22/2136 10/22/2137 10/22/2138 10/22/2139 10/22/2140 10/22/2141 10/22/2142 10/22/2143 10/22/2144 10/22/2145 10/22/2146 10/22/2147 10/22/2148 10/22/2149 10/22/2150 10/22/2151 10/22/2152 10/22/2153 10/22/2154 10/22/2155 10/22/2156 10/22/2157 10/22/2158 10/22/2159 10/22/2160 10/22/2161 10/22/2162 10/22/2163 10/22/2164 10/22/2165 10/22/2166 10/22/2167 10/22/2168 10/22/2169 10/22/2170 10/22/2171 10/22/2172 10/22/2173 10/22/2174 10/22/2175 10/22/2176 10/22/2177 10/22/2178 10/22/2179 10/22/2180 10/22/2181 10/22/2182 10/22/2183 10/22/2184 10/22/2185 10/22/2186 10/22/2187 10/22/2188 10/22/2189 10/22/2190 10/22/2191 10/22/2192 10/22/2193 10/22/2194 10/22/2195 10/22/2196 10/22/2197 10/22/2198 10/22/2199 10/22/2200 10/22/2201 10/22/2202 10/22/2203 10/22/2204 10/22/2205 10/22/2206 10/22/2207 10/22/2208 10/22/2209 10/22/2210 10/22/2211 10/22/2212 10/22/2213 10/22/2214 10/22/2215 10/22/2216 10/22/2217 10/22/2218 10/22/2219 10/22/2220 10/22/2221 10/22/2222 10/22/2223 10/22/2224 10/22/2225 10/22/2226 10/22/2227 10/22/2228 10/22/2229 10/22/2230 10/22/2231 10/22/2232 10/22/2233 10/22/2234 10/22/2235 10/22/2236 10/22/2237 10/22/2238 10/22/2239 10/22/2240 10/22/2241 10/22/2242 10/22/2243 10/22/2244 10/22/2245 10/22/2246 10/22/2247 10/22/2248 10/22/2249 10/22/2250 10/22/2251 10/22/2252 10/22/2253 10/22/2254 10/22/2255 10/22/2256 10/22/2257 10/22/2258 10/22/2259 10/22/2260 10/22/2261 10/22/2262 10/22/2263 10/22/226					

12-28	DRIVEWAY TO RESIDENCE ON 545 NEW HOPE ROAD	REPORT SPR VFD	MOCKINGBERRY TSN
INSURED WAS DRIVING OUT DRIVEWAY TO GO TO WORK AND TRUCK SHUT OFF, AFTER ATTEMPTING TO START SAW FLAMES COMING FROM HOOD			

POLICY INFORMATION									
100000	300000	1000000	0	50000	100	CITIZENS NATIONAL BANK, P.O. 90			

[illegible][illegible]

NAME	DATE	TIME	LOCATION	REMARKS
MARY E. HARRIS				

Name & Address		System (alt. no.)		Date		Other (alt. no.)	
Approved Name (signature)		Signature of Person		Signature of Person		Signature of Person	
Approved Name (signature)		Signature of Person		Signature of Person		Signature of Person	



BERKELEY SPRINGS VOLUNTEER FIRE CO. 1 INC.

P.O. BOX 143

BERKELEY SPRINGS, WV 25411-0143

BUSINESS PHONE: 304-258-3191

FIRE CALL: 304-258-9911

REVTC INCIDENT # 419WEATHER ClearDATE 10/09/03DAY OF WK ThurTIME OF CALL 0538RESPONDING 544ON SCENE 548AVAILABLE 06138TYPE OF SITUATION 13TYPE OF ACTION 1MUTUAL AID 1FIXED PROPERTY USE 9101EXTENSION FACTOR 00ADDRESS OF FIRE [REDACTED]OCCUPANT'S NAME [REDACTED]TELEPHONE # [REDACTED]OWNER'S NAME [REDACTED]TELEPHONE # [REDACTED]OWNER'S ADDRESS [REDACTED]COMPLEX 910MOBILE PROPERTY TYPE 11AREA OF ORIGIN 83EQUIPMENT INVOLVED IN EXTENSION 910FORM OF EXTENSION 00TYPE OF MATERIAL 00FORM OF MATERIAL 00METHOD OF EXTINGUISHMENT 5LEVEL OF ORIGIN 1EST. LOSS 13,000NO. OF STORES [REDACTED]CONSTRUCTION TYPE [REDACTED]EXTENT OF DAMAGE (FLAME) [REDACTED]SMOKE [REDACTED]DETECTOR PERK. [REDACTED]MOBILE PROPERTY YEAR [REDACTED]MAKE [REDACTED]MODEL [REDACTED]LICENSE # [REDACTED]SERIAL NUMBER [REDACTED]STOVE/FURNANCE [REDACTED]APPARATUS RESPONDING 1-17MUTUAL AID RESPONSE T-5E-51

DETAIL OF OPERATION Once on scene found a fully involved trash fire. Pulled 200' of 1 1/2" line, put out with 400 gallons of water. Truck 5, E-51 proceeded in for water and manpower.

OFFICER IN CHARGE James Clark Capt. 1DATE 10/09/03

PREVENTION - PROTECTION - SERVICE
SINCE 1894



3842555741 CNE INSURANCE

487 P87

OCT 15 '83 11:26

BERKELEY SPRINGS VOLUNTEER FIRE CO. #1

P.O. BOX 142

BERKELEY SPRINGS, WV 25411-0142

BUSINESS PHONE: 304-258-3191

FIRE CALL: 304-258-9911

BSVFC INCIDENT REPORT

DATE 10-02-83

TYPE OF SITUATION VEHICLE FIRE

IGNITION FACTOR _____

CORRECT ADDRESS _____

OCCUPANT NAME _____

OWNER NAME SAME AS ABOVEOWNER ADDRESS SAME AS ABOVE

TELEPHONE NUMBER _____

COMPLEX _____ MOBILE PROPERTY _____

AREA OF FIRE ORIGIN _____ IGNITION SOURCE _____

LEVEL OF FIRE ORIGIN _____ EST. LOSS _____

NUMBER OF STORIES _____ CONSTRUCTION TYPE _____

SMOKE DETECTOR - YES OR NO WORKING - YES OR NO

MOBILE PROPERTY - YEAR 1977 MAKE FORD MODEL F150SERIAL NUMBER H70618618 NA94480 LICENSE # _____

EQUIPMENT SERIAL # _____ TYPE _____

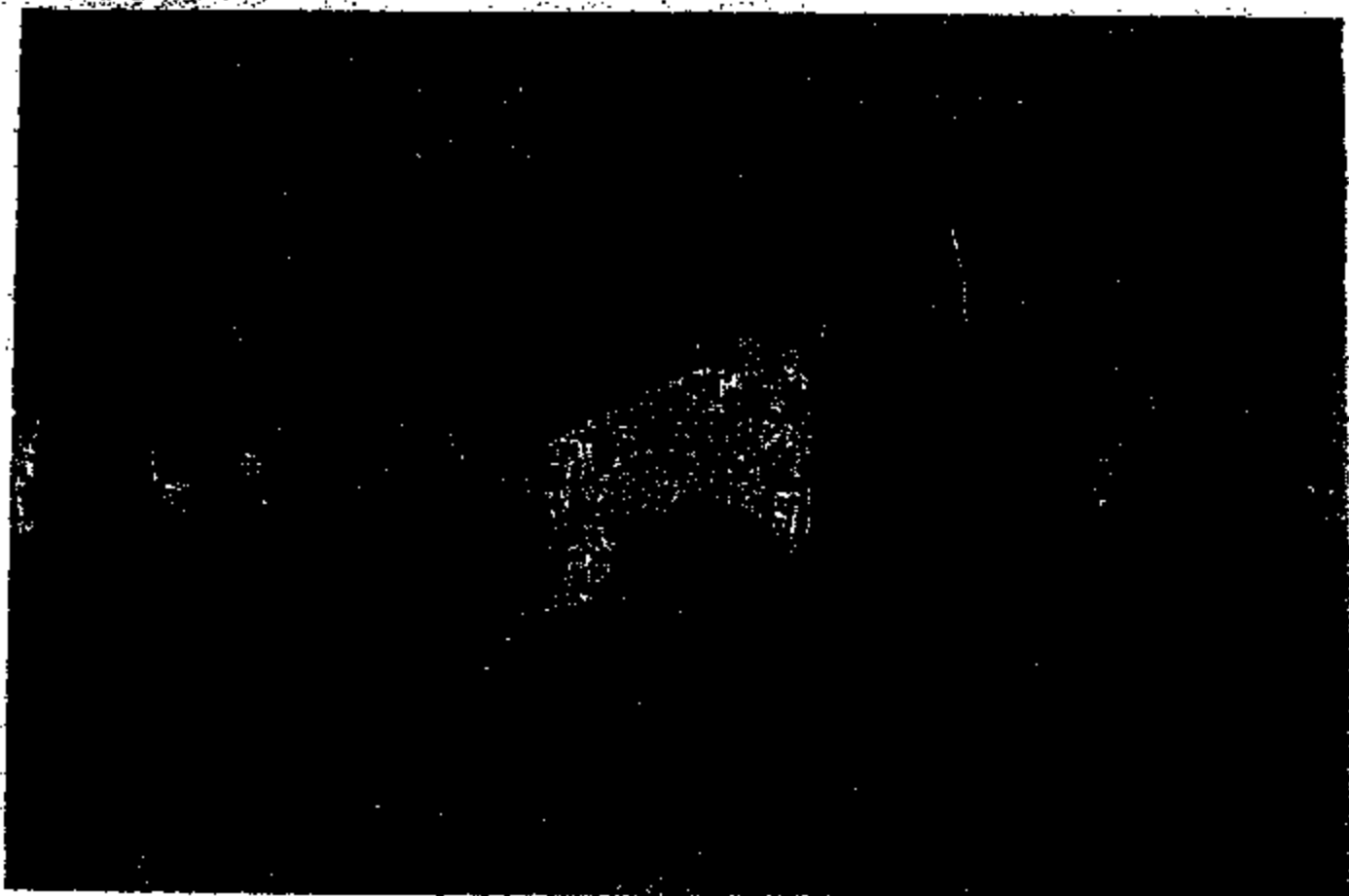
RELEASE OF LIABILITY - I, _____ HAVE BEEN

ADVISED THAT _____

AND I RELEASE THE BERKELEY SPRINGS VOL. FIRE CO. #1 OF ANY AND
ALL RESPONSIBILITY PERTAINING TO THIS INCIDENT.

OCCUPANT _____ OFFICER _____

PREVENTION - PROTECTION - SERVICE
SINCE 1894





2025-2025-LC1-0125





DA65-025-LC1-0127