



PHILADELPHIA
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LAS VEGAS
LONDON
LOS ANGELES

**COZEN
O'CONNOR
ATTORNEYS**

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WILMINGTON

A PROFESSIONAL CORPORATION

2300 BANKONE CENTER 1717 MAIN STREET DALLAS, TX 75201-7811
214.462.3000 800.448.1207 214.462.3299 FAX www.cozen.com

October 16, 2001

*New
(Shawn)*

James J. Botler
Direct Phone 214.462.3831
Direct Fax 214.915.4833
jbotler@cozen.com

Mr. Shawn L. Norton
Claims Analyst
Ford Motor Company
Parklane Towers West, Suite 300
Three Parklane Boulevard
Dearborn, MI 48126-2568

CM/RNR: 080 1536 0001 22134 0231
ANI: FACSIMILE (313) 390-2107

Re: Insured : [REDACTED]
Allstate Claim No. : [REDACTED]
Date of Loss : 10/09/01
Loss Location : [REDACTED] Santa Fe, TX
CO File No. : TBD



Dear Mr. Norton:

This letter is to inform you the law firm of Cozen O'Connor has been retained by Allstate Insurance Company ("Allstate") in connection with the October 9, 2001 fire loss at [REDACTED] home located at [REDACTED] Santa Fe, Texas (the "Premises"). As a result of [REDACTED] payments made and/or to be made pursuant to an insurance policy between Allstate and [REDACTED] Allstate is entitled to assert claims against any third parties that are or may be responsible for the damages, which have been estimated at \$175,000.00.

We have learned during our initial investigation that the fire originated in a 1997 Ford F-150 pick-up truck. It is believed to have been caused by an electrical failure. Please allow this letter to place you on NOTICE of a claim by Allstate against Ford Motor Company for the damages caused to [REDACTED] home.

Please notify your liability insurance carrier of this loss and claim immediately. Because Ford may have caused this fire and the damages to [REDACTED] home, your insurance carrier may have an interest in the investigation of the cause and origin of this fire. One of the principal purposes of this letter is to enable you and/or your liability insurance company to participate in an investigation of the origin and cause of the fire, and to make recommendations with respect to the preservation of physical evidence. You and your carrier are invited and

Mr. Shawn L. Norton
October 16, 2001
Page 2

encouraged to inspect the scene in its untouched condition. The Premises are secured, so please schedule all inspections with my cause and origin investigator, Johnnie Thornton of Magnifacts, at (713) 686-3228 as soon as possible. Time is of the essence to inspect this scene so we may begin clean-up and reconstruction.

In addition, if you believe other third parties should be placed on notice of this fire loss, please contact me immediately.

Thank you for your immediate attention and cooperation in this matter. Please call me if you have any questions.

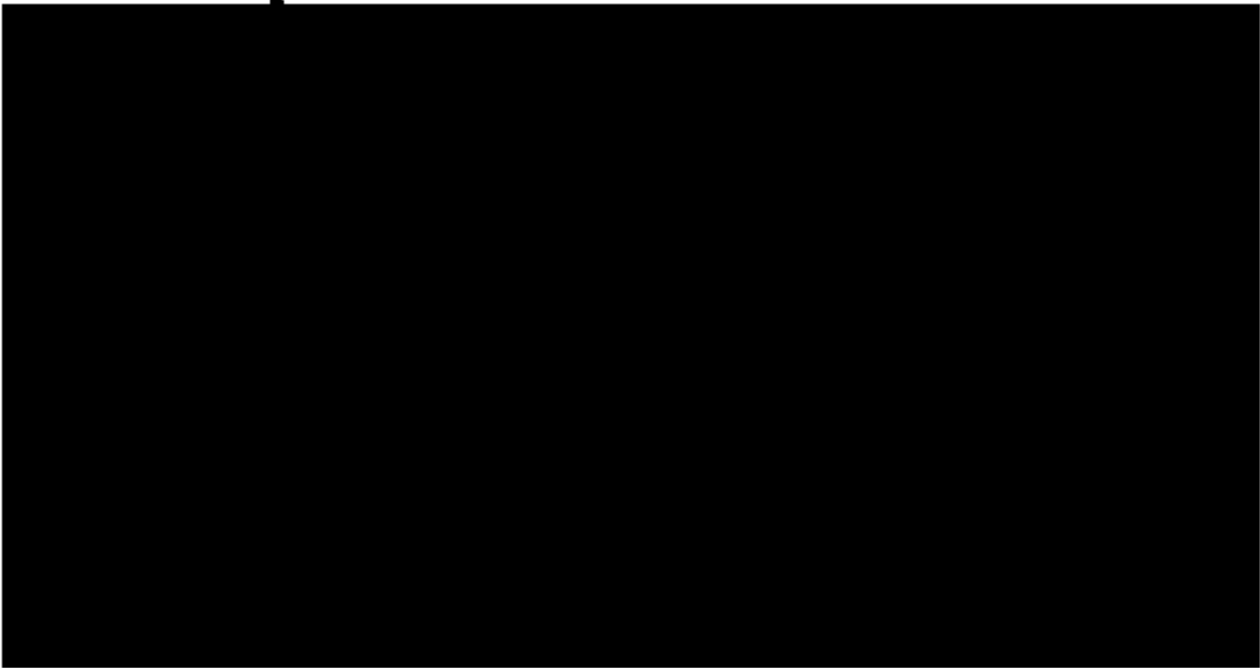
Sincerely,

COZEN O'CONNOR


By: James J. Boteler

JJB/erp

DALLAS 146428, 1089994, 000





High Point

APR 22 2005

**High Point Safety and Insurance Management Corporation
High Point Safety and Insurance Company
High Point Preferred Insurance Company
High Point Property and Casualty Insurance Company**

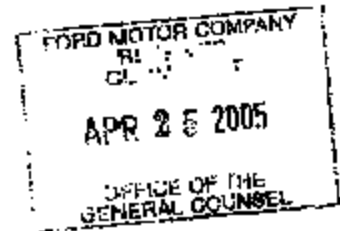
**Patricia M. Starkey, CCLA/PCLA
Litigation Representative
Subrogation Department**

PO Box 983
Horsham, PA 19044

800-700-2000 x 6361
800-677-6538 FAX

April 13, 2005

Ford Motor Company
Office of General Counsel
Parklane Tower West
Ste 300
Dearborn, MI 48126



Attn: Shawn Noth

Our claim: [redacted]
Alexander Myack
DOL: 12-4-04
Vin# 1FMZU73E42L [redacted]
2002 Ford Expedition XLT
Fire loss

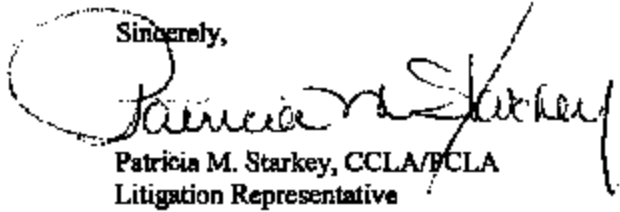
Dear Ms. Noth:

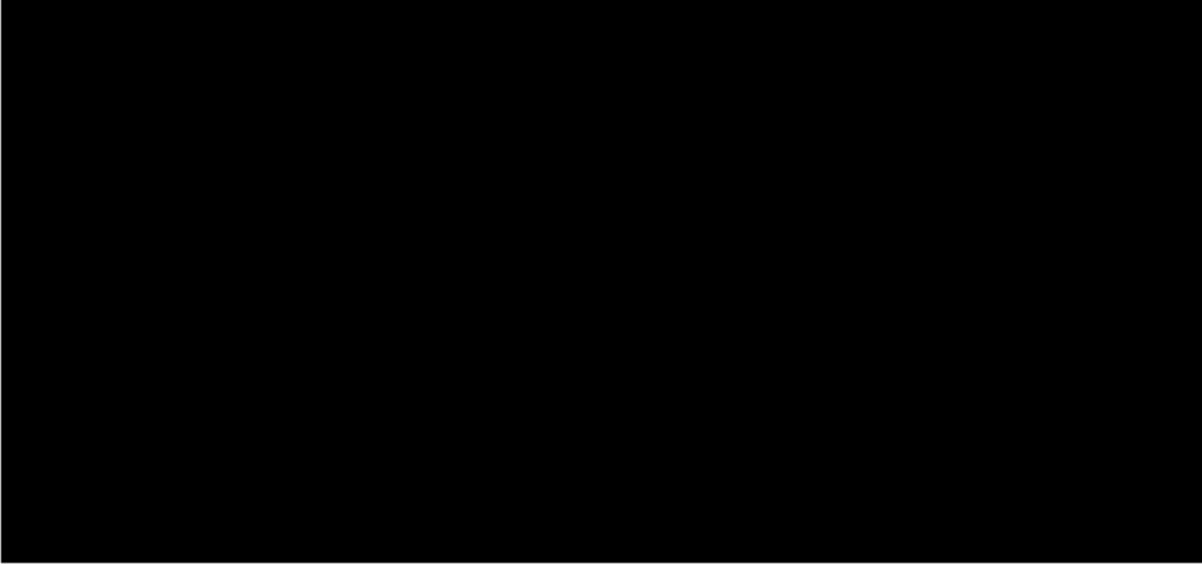
Please accept this letter as notice of claim for a fire loss to the above noted vehicle. The vehicle is currently being held at a salvage yard to be inspected by Ford. We will hold the file for 60 days in order to allow Ford the time to assign an investigator.

Please contact me to discuss this claim.

Thank you.

Sincerely,


Patricia M. Starkey, CCLA/PCLA
Litigation Representative



NO. 2007-20149



IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

334 JUDICIAL DISTRICT


FILED
MAR 23 2007
HARRIS COUNTY CLERK
CHARLES B. BROWN

VS.
FORD MOTOR COMPANY AND
RUSSELL & SMITH FORD

§
§
§
§

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, FIRE INSURANCE EXCHANGE as Subrogee of 
hereinafter referred to as Plaintiff, complaining of and against FORD MOTOR COMPANY and
RUSSELL & SMITH FORD, hereinafter referred to jointly as Defendants, and for cause of action
would respectfully show unto the Court and Jury the following:

I.

Defendant, FORD MOTOR COMPANY, a foreign corporation doing business in the State
of Texas and who may be served by serving its registered agent: CT CORPORATION SYSTEM,
350 N. ST. PAUL STREET, DALLAS, DALLAS COUNTY, TEXAS 75201.

Defendant, RUSSELL & SMITH FORD, a corporation doing business in the State of
Texas and who may be served by serving its registered agent: WILLIAM C. SMITH, 3440
SOUTH LOOP WEST, HOUSTON, HARRIS COUNTY, TEXAS 77025.

II.

Plaintiff alleges that this case should be governed by Rule 190.3 (Level 2).

III.

This Court has jurisdiction over Ford Motor Company because it is a non-resident
company which has done business in and is continuing contacts with Texas and is amendable
to service by a Texas Court.

This Court has jurisdiction over RUSSELL & SMITH FORD because it is a corporation doing business in the State of Texas with its principle place of business in the State of Texas.

This Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of this Court.

Venue is proper in Harris County because all or substantial parts of the events or omissions giving rise to this claim occurred in Harris County.

IV.

██████████ bought a Ford pick-up at RUSSELL & SMITH FORD in Houston, Harris County, Texas. For a period of time, the unit functioned as it was intended to. It then burned the ██████████ home down.

On November 23, 2004, the Ford pick-up burst into flame, burning the garage, the other vehicle in the garage and much of the ██████████ home. Most of the contents in the home was either destroyed or severely damaged.

V.

On November 3, 2004, Plaintiff was using the Ford pick-up in a manner intended by the manufacturer in that they were using it for transportation and storing it in a garage when it was not used. They were using it in precisely the manner in which people are intended to use their Ford pick-ups. It was not being misused or abused.

The Ford pick-up was defective and unsafe for its intended purpose at the time it left the control of FORD MOTOR COMPANY and sold by RUSSELL & SMITH FORD to the Phillips'. The Ford pick-up was unreasonably dangerous as was proven by the fire which engulfed the ██████████ home. These defects were the producing cause of Plaintiff's insured's injuries and damages.

VI.

The Defendants were negligent in manufacturing and selling the Ford pick-up in a manner that insured it would not overheat, ignite or explode. This act and/or omission, taken by itself, was the proximate cause of Plaintiff's injuries and damages.

Plaintiff may not be able to more specifically allege the acts of negligent manufacture on the part of the Defendant because facts in that regard are peculiarly within the knowledge of Ford Motor Company and its dealer. In the alternative, if Plaintiff is unable to prove specific acts of negligent manufacture, Plaintiff relies on the doctrine of *res ipsa loquitur*. In this connection, Plaintiff would show that the character of the occurrence giving rise to this litigation is such that it would not have happened in the absence of negligence, and that the design and manufacture of the Ford pick-up was in the exclusive control of Ford Motor Company and its dealer at the time that the negligence probably occurred. Plaintiff has no means of ascertaining the method or manner in which the product was manufactured and it came into Plaintiff's insured's possession in the same condition it was in when it left the control of Ford Motor Company and its dealer. Thus, Ford Motor Company and its dealer were negligent in the manufacture of the Ford pick-up, which negligence was the proximate cause of the injuries and damages sustained by Plaintiff and its insureds.

VII.

Ford Motor Company and its dealer expressly and impliedly warranted to the [REDACTED] that the Ford pick-up was of merchantable quality and was safe and fit for the purposes intended when used under ordinary circumstances and in an ordinary manner. Ford Motor Company and its dealer were a merchants with respect to the Ford pick-up and it was not merchantable as warranted because it combusted and eventually burned down the home of Plaintiff's insureds, the [REDACTED] Plaintiff's insureds suffered damages for which they were

insured through Plaintiff as set forth below which was the proximate result of the breach of the warranty.

VIII.

Plaintiff insured the [REDACTED] home on November 23, 2004, when the home was burned and severely damaged due to the negligence and other wrongful acts on the part of the Defendants. Immediately before said fire, the house was in first class condition. Immediately following the fire, the house had a reasonable market value in and around Harris County, Texas of an amount which is within the jurisdictional limits of this Court less than its value immediately preceding said fire. Alternatively, Plaintiff would show that the cost to repair said house and to restore it, the contents, and additional living expenses to its former condition was a sum which is within the jurisdictional limits of this Court. Plaintiff would further show that such costs were reasonable and necessary in and around Harris County, Texas and did not enhance the value of the house or belongings beyond its reasonable market value prior to the fire.

IX.

Plaintiff insured the home of the [REDACTED] as well as the contents within the building. Under the terms of that policy, Plaintiff paid on behalf of the Phillips an amount which is within the jurisdictional limits of this Court for property damage to their home, contents and additional living expenses. The insured also had a deductible. Plaintiff now sues for this amount.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited in terms of law to appear and answer herein, and that upon trial hereof, Plaintiff have judgment against Defendants for the damages mentioned above, plus costs of court, plus pre- and post-judgment interest and for such other relief to which Plaintiff may show itself to be justly

entitled.

Respectfully submitted,

CULP & LITTLE



~~RUSSELL G. LITTLE~~

State Bar No. 12426200

11211 Katy Freeway, Suite 610

Houston, Texas 77079

Telephone: (713) 599-1000

Facsimile: (713) 599-1007

ATTORNEY FOR PLAINTIFF

NO. ~~2009-2017~~



IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

VS.
FORD MOTOR COMPANY AND
RUSSELL & SMITH FORD

§
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§
§
§
§

334 JUDICIAL DISTRICT

CLERK OF DISTRICT COURT
HARRIS COUNTY, TEXAS
JAN 22 2009
11:11 AM

REQUEST FOR DISCLOSURE

TO: Defendant, FORD MOTOR COMPANY, by serving it along with Plaintiff's Original Petition upon Defendant's registered agent, CT CORPORATION SYSTEM, 3508 ST. PAUL STREET, DALLAS, TEXAS 75201

Pursuant to Rule 194 you are requested to disclose within 30 days of service of this request, the information or material described in Rule 194.2, A through I, Texas Rules of Civil Procedure.

Respectfully submitted,

RUSSELL G. LITTLE
State Bar No. 12426200
11211 Katy Freeway, Suite 610
Houston, Tx. 77079
Telephone: (713) 599-1000
Facsimile: (713) 599-1007

ATTORNEY FOR PLAINTIFF



VS.
FORD MOTOR COMPANY AND
RUSSELL & SMITH FORD

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

334

JUDICIAL DISTRICT

705 MAR 23 AM 10:49
HARRIS COUNTY DISTRICT CLERK
CHARLES W. HARRIS

REQUEST FOR DISCLOSURE

TO: Defendant, RUSSELL & SMITH FORD, by serving it along with Plaintiff's Original Petition upon its registered agent: William C. Smith, 3440 South Loop West, Houston, Texas 77025

Pursuant to Rule 194 you are requested to disclose within 30 days of service of this request, the information or material described in Rule 194.2, A through I, Texas Rules of Civil Procedure.

Respectfully submitted,

RUSSELL G. LITTLE
State Bar No. 12426200
11211 Katy Freeway, Suite 610
Houston, Tx. 77079
Telephone: (713) 599-1000
Facsimile: (713) 599-1007

ATTORNEY FOR PLAINTIFF



MAR 17 2005

WINNING OF CONTACT
17/2005

VOICE OF THE CUSTOMER TRACKING SYSTEM

08.00.04

REGION: 24 ORLANDO	OGC ISSUE	CASE NBR: 1702290755
VIN: 1FTZX17251N	ZONE: B1	OPENED: 03/16/2005
	ENGINE: 2	CLOSED: 03/16/2005
	VEH TYPE: T	
LAST NAME: [REDACTED]	FIRST NAME: [REDACTED]	STATUS: CLOSED
TITLE: [REDACTED]		MI: [REDACTED]
ADDRESS: [REDACTED]		
CITY: LONGWOOD	STATE: FL	ZIP: [REDACTED]
HOME PHONE: [REDACTED]		
MODEL YEAR: 2001	MODEL: F150 SUPERCAB 4X2 STYLESIDE	
MILEAGE: 72000		
DEALER NAME: GREENWAY FORD, INC.	SALES CODE: F24224	P & A: 04822
REASON CODE: 0792 LEGAL - ACCIDENT / FIRE		
SYMPTOMS: 704100 FIRE/SMOKE VISIBLE FLAME		
ORIGIN: CAC138	- US CONCERN CASE BASE COMMUNICATION: PHONE	
ACTION: 705	- CONTACT ADVANCED TO OGC	
DOCUMENT:	ANALYST: PBRAVEB1 BRAVEBOY PITTLIN	

DATE: 03/16/2006 TIME: 19:30:28:
ACTION DATA/COMMENTS:

CUSTOMER SAID: -CUST SAYS THAT HIS VEH CAUGHT ON FIRE ON SAT . MAR. 12TH, 2006 AND THERE WAS SOME DAMAGE DONE TO THE PARKING LOT WHERE THE VEH WAS-CUST IS CALLING TO BRING THIS TO FORD'S ATTENTION-CUST SAYS THAT HE IS AWARE THAT HIS VEH IS NOT PART OF THE RECALL-CUST SAYS THAT A REPORT WAS FILED WITH THE FIRE DEPT-NO OTHER CONCERNSDEALER SAID: GREENWAY FORD INC 9001 EAST COLONIAL DRIVEORLANDO, FL 32817DISTANCE: 13.23 MILES TEL: (407) 275-3200CRC ADVISED: I WILL FORWARD THIS INFORMATION TO THE FORD OGC DEPARTMENT. YOU WILL BE CONTACTED WITHIN 3-5 BUSINESS DAYS.

MAR 17 2005

IN THE SUPERIOR COURT OF COLUMBIA COUNTY

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA

2004 MAY 10 PM 4:55

STATE OF GEORGIA

[REDACTED]

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

C.A. File No.: 2004CV0319

COMPLAINT FOR PERSONAL INJURIES AND PROPERTY DAMAGE

COME NOW, [REDACTED] Plaintiffs herein, and file this, their complaint, against Ford Motor Company, and respectfully show to this Honorable Court the following:

JURISDICTION AND VENUE

1.

Ford Motor Company is a foreign corporation doing business in the State of Georgia; therefore, jurisdiction and venue are proper. The Defendant's agent for service of process is CT Corporation System and may be served at 1201 Peachtree Street, N.E., Atlanta, GA 30361.

FACTS SUPPORTING CLAIM

2.

That on May 15, 2002, Plaintiff was the owner of a 1996 F-150 Pick-Up Truck.

3.

That on that date, the manufacturer, Ford Motor Company, knew that the Ford F-150 suffered from a malfunction defect and other irregularities which made it a hazard to consumers.

4.

That on that date, the electrical system failed while the vehicle was parked causing a fire and destroying Plaintiffs' property and causing personal injury to the person of [REDACTED]

5.

That as a result of the Defendant's negligence in placing into the stream of commerce a product with a known defect, the Plaintiffs have sustained property damage in excess of \$77,000.00 as well as permanent personal injuries including scarring, pain and suffering, and other injuries.

6.

That as a result of the Defendant's negligence, the Plaintiffs incurred medical expenses which the Plaintiff, [REDACTED] is entitled to recover as a result of the Defendant's negligence.

7.

That the Defendant placed into commerce a defective product knowing that it would have similar or like consequences on the public.

WHEREFORE, having set out the true allegations contained herein, your Plaintiffs respectfully pray the following:

- a. That they be granted general and special damages in an amount of \$175,000.00;
- b. That they be granted trial by jury;
- c. That they have such other and further relief as this Court deems meet and proper.

Respectfully submitted

This 10 day of May, 2004.



Ken M. Nimmons
Attorney for Plaintiffs
Ga. Bar No. 006180

OF COUNSEL:
Nimmons & Malchow, P.C.
460 Greene Street
Augusta GA 30907
(706) 724-8890

*This fire report was ordered + performed by agents for
Do. Farm Bureau in Harlem Ga.*

**CUNNINGHAM
INVESTIGATIVE
SERVICES**

P.O. BOX 1279
SNELLVILLE, GEORGIA 30078
770-978-1251

July 17, 2002

FIRE INVESTIGATION


Grovetown, Georgia

FOR

Allison English
Mark Adjustment
P.O. Box 870290
Stone Mountain, Georgia 30087

Client File No. MF0125201
C.I.S. File No. 0225435

PRIVILEGED AND CONFIDENTIAL

THIS IS A PRIVILEGED AND CONFIDENTIAL COMMUNICATION FROM AGENT TO
PRINCIPAL. IF IT BE ESSENTIAL THAT ANY PART OF THE INFORMATION CONTAINED
HEREIN BE TRANSMITTED TO YOUR REPRESENTATIVE, PLEASE DO NOT DISCLOSE
ITS SOURCE.

II. INVESTIGATION

- 2.1 A visual and photographic inspection of the fire-damaged structure was conducted; debris was moved; a non scale schematic was drawn; a copy of the fire department incident report was obtained; and informal interviews were conducted with [REDACTED]
- 2.2 The fire-damaged structure was a one-story, carport/storage shed area located behind the main residence. The structure was serviced by electricity. For reference purposes the structure is considered as facing south.
- 2.3 Figures 1 through 4 are representative of the exterior inspection of the structure.



Figure 1

2.5 A copy of the Grovetown Fire Department fire report was obtained and is enclosed for review. The report lists the cause of the fire as an unspecified short in the area of the engine compartment of the Ford F150.

2.6 An informal interview was conducted with [REDACTED]

2.6.1 [REDACTED] stated that they had contacted Ford about the fire and received a letter wanting information on what was replaced and what was damaged on the vehicle. He stated that he had returned the information to Ford. He stated that he got a second request from Ford for the information and thought that the two letters probably crossed in the mail. [REDACTED] showed this investigator a claim on a class action suit against Ford Motor company. He provided this investigator with copies of these papers.

2.6.2 [REDACTED] stated that he drove the 1996 Ford F-150 XL approximately two miles to his son's house and back before the fire.

2.6.3 [REDACTED] stated that her husband had been back home for approximately 30 to 45 minutes and they were on the front porch when she heard the truck trying to crank. She stated that she told him somebody was trying to steal his truck and he said, "No, it can't be. I have the keys in my pocket." She stated that she got up, started through the house and noticed the fire. She stated that she yelled at her husband and he ran around back and saw fire coming from under the hood of his 1996 Ford F-150 XL. She stated that after she yelled at her husband she picked up the phone and it was not working. She stated that she exited the structure, went down to the highway, flagged down a passing motorist and used his cell phone to call 911. She stated that the fire department was there within a few minutes.

2.6.4 [REDACTED] stated that after his wife yelled to him about the fire, he went out and moved a Ford Taurus that was sitting next to the 1996 Ford F-150 XL. He stated that the only fire was coming out of the hood and rolling up toward the top of the shed at that time. He stated that by the time he moved the Taurus and came back the fire was too hot to remove any other vehicles. At that time he got a water hose and sprayed it on the propane tank to keep it cool. He stated that he sustained burns on his body while trying to the move the Taurus and to keep the propane tank cool.

2.6.5 [REDACTED] stated that the 1996 Ford F-150 XL had approximately 40,000 miles on it. [REDACTED] stated that he had never any problems with the vehicle since he purchased it. He stated that he did all of the oil and air filter changes. He stated that the Ford LTD was a 1989 model with 33,000 miles on it and the king cab truck was a 1991 model with 43,000 miles on it.

2.7 Additional photographs not used in this report are enclosed for your convenience. The negatives for all photographs are on file at Cunningham Investigative Services.

III. ANALYSIS

- 3.1 This analysis is based upon the site inspection, review of the photographs, and information from informal interviews.
- 3.2 The burn patterns revealed that the fire originated in the area of a 1996 Ford F-150 XL near the west end of the structure.
- 3.3 The remains of shorted electric branch circuitry were found within the dash of the 1996 Ford F-150 XL. These factors indicate that electrically generated heat from an undetermined malfunction of the electric branch circuitry within the vehicle cannot be ruled out as the cause of the fire. Close inspection of the vehicle when all interested parties can be present will be necessary to determine the exact malfunction that may have caused the fire.
- 3.3 Weather was not a cause or contributing factor in this fire. The longitude and latitude of the structure were obtained and a lightning strike report can be obtained later with this information if necessary.

IV. CONCLUSIONS

- 4.1 Based upon the observations and investigation to date, it is the opinion of Cunningham Investigative Services that the May 15, 2002 fire at 824 Louisville Road, Grovetown, Georgia, originated in the area of the 1996 Ford F-150 XL near the west end of the structure.
- 4.2 It is also the opinion of Cunningham Investigative Services that electrically generated heat from an undetermined malfunction of the electric branch circuitry within the vehicle cannot be ruled out as the cause of the fire. Close inspection of the vehicle when all interested parties can be present will be necessary to determine the exact malfunction that may have caused the fire.

CUNNINGHAM INVESTIGATIVE SERVICES

William M. Knight, Jr.

William M. Knight, Jr., C.F.I.

Fire Analysis Specialist

Kevin T. Cunningham

Kevin T. Cunningham, C.F.I.

Fire Analysis Specialist

WMK/KTC/chc/sbc

Fax:7704134953

Jun 17 '02 11:37

P.01

INCIDENT REPORT

FILL IN THIS REPORT
BY YOUR OWN WORDS

NRMS 1
<input type="checkbox"/> NO INJURY
<input type="checkbox"/> NO DAMAGE

GROVETOWN DEPARTMENT OF PUBLIC SAFETY

A	POB	INCIDENT NO.	EXP	NO	DATE	YEAR	DAY OF WEEK	ALARM	ARRIVAL TIME	TIME IN SERVICE
		036970202188	108	108	10/17/02	WED	11:37	11:38	1:03	2:05
B	TYPE OF VIOLATION FOUND		TYPE OF ACTION TAKEN		INITIALS					
	STRUCTURE FIRE		EXTINGUISHMENT		131DR					
C	PREVIOUS PROPERTY USE		VIOLATION FACTOR							
	STORAGE SHED		ELECTRICAL		153					
D	CURRENT ADDRESS		CITY		STATE					
	RD GROVETOWN GA									
E	OCCUPANT NAME (LAST, FIRST MI)		STREET		ROOM OR APPT.					
F	PREVIOUS NAME (LAST, FIRST MI)		ADDRESS		THE OFFICE					
G	TELEPHONE		AGENCY		TYPE					
	1171		1011		11					
H	NUMBER OF BLANKETS		NUMBER OF FACILITIES		NUMBER OTHER VEH.					
	10		10		10					

COMPLETE INCIDENTS
 COMPLETE CASUALTY
 COMPLETE FOR ALL STRUCTURE FIRE
 COMPLETE

I	NUMBER OF BLANKETS FOR SERVICE	NUMBER OF FACILITIES FOR SERVICE
	10	10

J	COMPLEX	PROBLE PROPERTY TYPE	
	STORAGE	10/18	
K	AREA OF FIRE ORIGIN	NEAREST INVOLVED MENTION	
	INDOOR AREA	10/18	
L	FORM OF HEAT ORIGIN	TYPE OF MATERIAL INVOLVED	FORM OF MATERIAL INVOLVED
	UNSPECIFIED SHORT	12/0	10/18
M	METHOD OF EXTINGUISHMENT	GRADE OF FIRE ORIGIN	ESTIMATED LOSS (DOLLARS ONLY)
	EXTINGUISHMENT	10	10

N	NUMBER OF STORIES	CONSTRUCTION TYPE	
	1	10	
O	EXTENT OF ALARM DAMAGE	EXTENT OF SMOKE DAMAGE	
	1	10	
P	EXTENDED BEYOND STRUCTURE	SPRINKLER HEAD DAMAGE	
	1	10	
Q	SMOKE DETECTOR	TYPE OF MATERIAL INVOLVED	MOISTURE AVERAGE OF SMOKE TRAVEL
	1	10	10
R	BEYOND ROOM	FORM OF SMOKE	
	1	10	

S	PROBLE PROPERTY	YEAR	MAKE	MODEL	SERIAL NO.	LICENSE NO.
T	IF EQUIPMENT INVOLVED	YEAR	MAKE	MODEL	SERIAL NO.	

U	REPORTING OFFICER	DATE
	DET. J. LAYTON	06-18-02
	REPORTING OFFICER	DATE
	RE JANE TAYLOR	06-18-02

COMPLETE INCIDENTS
 COMPLETE CASUALTY
 COMPLETE FOR ALL STRUCTURE FIRES

038070202198		05	15	02	WEDNESDAY	1838	1838	2058
B	TYPE OF SITUATION FOUND STRUCTURE FIRE			TYPE OF ACTION TAKEN EXTINGUISHMENT			INITIAL AND 1 <input type="checkbox"/> R 2 <input type="checkbox"/> G	
C	FIXED PROPERTY USE STORAGE SHED			IGNITION FACTOR ELECTRICAL			55	
D	CORRECT ADDRESS GROVETOWN GA			ZIP CODE		CENSUS TRACT		
E	OCCUPANT NAME (LAST, FIRST MI.)			TELEPHONE		ROOM OR APT.		
F	OWNER NAME (LAST, FIRST MI.)			ADDRESS		TELEPHONE		
G	METHOD OF ALARM FROM PUBLIC TELEPHONE		DISTRICT	SHIFT	NO. ALARMS			
H	NUMBER FIRE SERVICE PERSONNEL RESPONDED	NUMBER ENGINES RESPONDED	NUMBER AERIAL APP. RESPONDED	NUMBER OTHER VEH. RESPONDED				
	17	1	0	2				

I	NUMBER OF INJURIES FIRE SERVICE		NUMBER OF FATALITIES FIRE SERVICE	
	0	1		

J	COMPLEX STORAGE		MOBILE PROPERTY TYPE			
K	80		N/A			
L	AREA OF FIRE ORIGIN ENGINE AREA		EQUIPMENT INVOLVED VEHICLE			
M	FORM OF HEAT IGNITION UNSPECIFIED SHORT		TYPE OF MATERIAL IGNITED UNDETERMINED	FORM OF MATERIAL IGNITED UNDETERMINED		
	24	00	00			
N	METHOD OF EXTINGUISHMENT PRECONNECT		LEVEL OF FIRE ORIGIN GRADE		ESTIMATED LOSS (DOLLARS ONLY)	
	6	11				
O	NUMBER OF STORES SINGLE		CONSTRUCTION TYPE UNPROTECTED WOOD FRAME			
	1		8			
P	EXTENT OF FLAME DAMAGE EXTENDED BEYOND STRUCTURE		EXTENT OF SMOKE DAMAGE UNDETERMINED			
	7		0			
Q	DETECTOR PERFORMANCE NO DETECTORS		SPRINKLER PERFORMANCE NONE			
	8		8			
R	IF SMOKE SPREAD BEYOND ROOM OF ORIGIN		TYPE OF MATERIAL GENERATING MOST SMOKE		AVENUE OF SMOKE TRAVEL	
S	IF MOBILE PROPERTY	YEAR	MAKE	MODEL	SERIAL NO.	LICENSE NO.
T	IF EQUIPMENT INVOLVED IN IGNITION	9	FORD	F-150	1FT1F15N3MK	

CHECK IF COMMENTS OR REVISIONS SIDE

OFFICER IN CHARGE (NAME, POSITION, ASSIGNMENT)	DATE
SGT. R. LAVALLEE	05-16-02
MEMBER MAKING REPORT (IF DIFFERENT FROM ABOVE)	DATE
FF JAMIE TAYLOR	05-15-02





EROS-905-LC1-2818



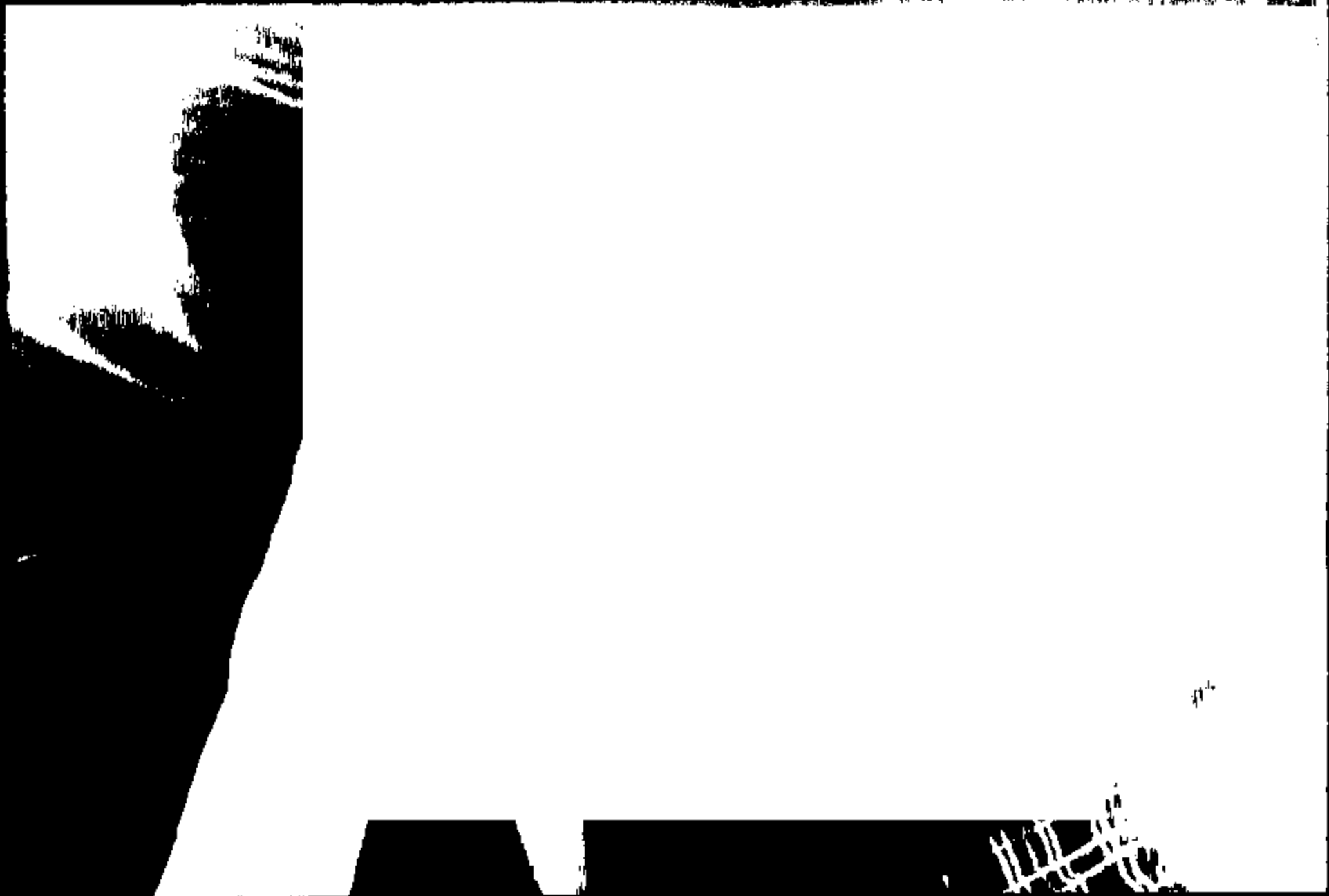
EROS-885-LC1-2511



ERR5-005-LC1-2812



FA85-005-1C1-2513



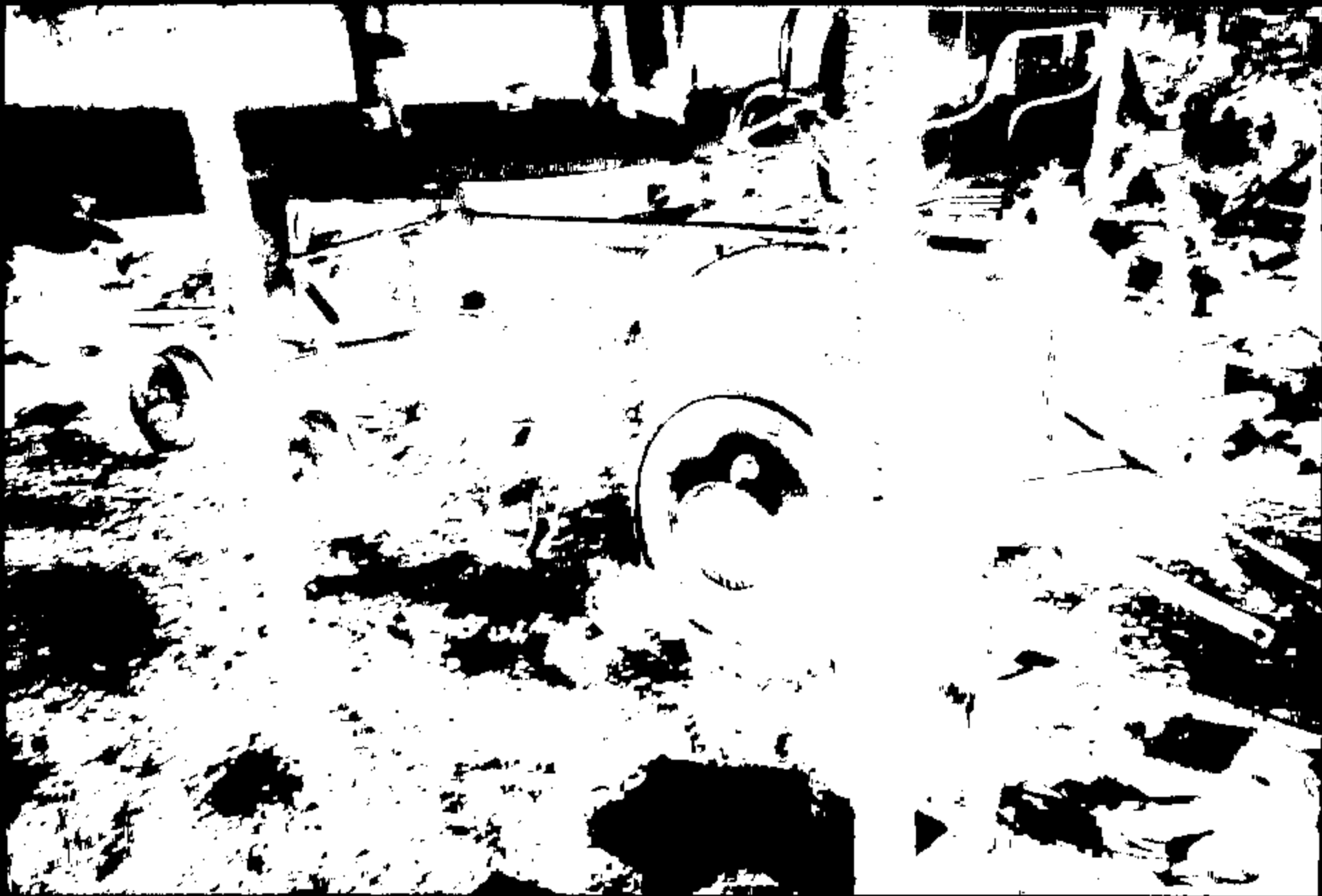
BR05-003-LC1-2014



EA05-805-LC1-2518



ERG3-005-LC1-2517



ERBS-005-LC1-2610



EA85-085-LC1-261B



MAY 06 2005

PROGRESSIVE

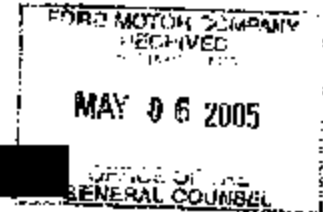
Please Respond To:

2926 Falkenburg Road
Riverview, FL 33559
Telephone: (813) 383-1333
Fax: 813-383-1340

May 2, 2005

Ford Motor Company
Consumer Complaints
Park lane Towers West, Suite 300
Dearborn, Michigan 48126

Ref: 2001 Ford F-150, Vehicle Fire
Vin # 1FTRX17L01N [REDACTED]
Owner: [REDACTED]
Petersburg, FL 33733.
Policy # [REDACTED]
Claim# [REDACTED]



To whom it may concern,

Progressive Insurance is in the process of conducting a cause and origin on the aforementioned vehicle, belonging to our insured. A preliminary investigation has determined that while the vehicle parked and unoccupied a fire started in the engine compartment and quickly engulfed the rest of the vehicle. The fire caused extensive damage and the vehicle is a total loss. This vehicle was parked adjacent to another vehicle that was also burned and sustained damage.

We are sending you this letter to advise you of our intent to have a Cause & Origin inspection completed on the vehicle. We would like to coordinate with you a date and time that is convenient for one of your representatives to be present at the inspection. Be advised that an invasive exploration of the vehicle is in order to determine the precise cause of the fire.

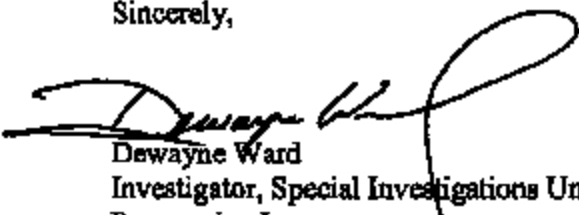
Any items removed will be retained by our vendor, Advanced Engineering Associates; will be retained until such time as their investigative analysis is completed.

2005-005-LC1-2828

Please contact me by 05/13/05. If I do not hear from you by this date we will proceed with our examination.

Please contact me by telephone at your earliest convenience at 813-299-8171

Sincerely,



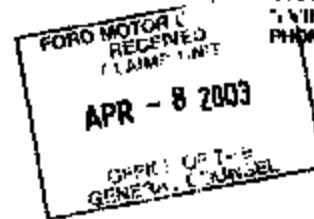
Dewayne Ward
Investigator, Special Investigations Unit
Progressive Insurance
(813) 299-8171



State Farm Insurance Companies



April 2, 2003



CLAIM OFFICE
111 S. PERMETER PK. DR.
NASHVILLE, TN 37211
PHONE: 781-5100

Ford Motor Company
Parklane Towers West, Ste 400
3 Parklane Blvd
Dearborn, MI 48126-2568

****Certified Mail—Return Receipt Requested****

RE: Claim Number: [REDACTED]
Our Insured : [REDACTED]
Date of Loss : March 19, 2003
Make, Model & Year of Product: Ford, F150, 1997
Vehicle Identification Number : 1FTDX1861VN [REDACTED]

Dear Ford Motor Company:

The identified vehicle is insured by State Farm Mutual Automobile Insurance Company. This vehicle experienced a fire.

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

Please contact me at (615) 781-5122 to set up a time for your inspection.

Sincerely,

Tim Harvey
Claim Representative
State Farm Mutual Automobile Insurance Company

3/19/03
- 197 F-150
- VIN





Unified

Investigations & Sciences, Inc.

2887 South Mendenhall, Suite 2
Memphis, Tennessee 38115
901-375-4062
Fax 901-375-4295

**PRIVILEGED AND CONFIDENTIAL
REPORT NUMBER-One and Final**

May 14, 2001

PREPARED FOR: Nationwide Insurance Company
129 W. Sunbridge Drive
Fayetteville, AR 72703

ATTENTION: Rodney Boles

INSURED: [REDACTED]

DATE OF LOSS: April 13, 2001

LOSS LOCATION: [REDACTED] Springdale, AR

POLICY NUMBER: Unknown

CLAIM NUMBER: [REDACTED]

UIS FILE NUMBER: TN01-02386

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

ASSIGNMENT

Assignment received April 18, 2001, to conduct a vehicle fire investigation. The investigation commenced on April 30.

DETERMINATION OF ORIGIN AND CAUSE

Physical evidence supports the opinion that this fire originated in the primary battery fuse and electrical distribution panel located in the engine compartment on the right side of the firewall. The cause of the fire is consistent with an electrical malfunction occurring within the wiring harness and other electrical components present inside the primary battery fuse and electrical distribution panel.

Information and other factors available to support origin are:

- Burn and char patterns
- Fire spread and direction of travel
- Heat stress and oxidation patterns
- Witness statements
- Arcing and beading visible on wires at location of primary battery fuse and electrical distribution panel
- Primary battery fuses blown
- Fire report
- Photographs

Information and other factors available to support cause are:

- Burn and char patterns
- Heat stress and oxidation patterns
- Elimination of other sources of ignition
- Arcing visible on wires in primary battery fuse and electrical distribution panel
- Primary battery fuses blown

- Photographs

VEHICLE FIRE EXAMINATION

Mr. Rodney Boles of Nationwide Insurance Company and the insured, [REDACTED] were present during all or a portion of the fire scene examination.

The involved vehicle suffered a fire on April 13, 2001, while parked in front of a convenience store located at [REDACTED] Tonti Blvd in Tontitown, Arkansas. The vehicle was transported to 1605 Kelly Ave., in Springdale, Arkansas, where it was examined on April 30, 2001.

The vehicle is a 1997 Ford F-150, 4x4 extended cab pick-up truck. The vehicle was equipped with a fuel injected V/8 engine and an automatic transmission. Arkansas license [REDACTED] was displayed on the truck. The expiration date was June 2001. The vehicle identification number was 1FTDX18W8VE [REDACTED].

Exterior examination revealed no pre-fire collision damage. The plastic grill was burned away and a large hole was burned and melted in the hood covering the engine compartment, with the heaviest damage to the hood concentrated near the right side firewall. The windshield was cracked and burned above the right side firewall. The right front fender and inner fender were burned and plastic had dripped onto the tire below however the tire was not burned.

Examination of the underside of the vehicle revealed no fire damage. The engine starter and attached electrical wiring were undamaged. Examination produced no evidence of shorting or arcing indicative of an electrical malfunction. Examination of the fuel lines and fuel filter, located beneath the vehicle and along the frame, produced no evidence of leakage or fire causation.

Examination of the passenger compartment revealed it suffered light smoke damage. Examination of the passenger compartment's wiring harness and electrical circuits produced no evidence of shorting, arcing, or beading.

Examination proceeded to the engine compartment, which displayed heavy fire damage. The hood covering the engine compartment displayed massive fire damage and was partially melted. As previously mentioned, the heaviest damage to the hood was concentrated near the right side firewall. All plastic engine compartment components displayed moderate/heavy fire damage and were partially melted. All rubber and vinyl hoses were burned or destroyed. The plastic radiator cowl was burned. The radiator, although damaged,

remained intact. The battery displayed moderate fire damage from flame impingement and was partially melted. Battery cables were not attached to the battery. Examination of the engine compartment electrical circuits and wiring harness revealed heavy fire damage. Wires were brittle with small amounts of arcing and beading visible on wires and connections in or near the electrical distribution and primary battery fuse panel. Examination revealed the primary battery fuses were blown. Most all insulation was burned from the wiring harness in or near the panel, with damage to the wiring harness insulation decreasing in severity as the fire spread from the primary battery fuse panel across the engine compartment to the driver's side of the engine compartment. Examination of the engine compartment fuse panel revealed some burning and melting to the exterior plastic case covering the fuse panel. Examination of the blade type fuses within the fuse panel revealed slight fire damage to the top of some fuses however; examination revealed the fuses were not blown. Examination of engine compartment fuel lines, fuel rails, and injectors produced no evidence of leakage or fire causation. Engine and transmission lubrication levels were within limits. Information obtained from the insured revealed the engine was not running and had been shut-off for approximately two minutes prior to the fire being discovered.

Please refer to the Vehicle Inspection Report for further information.

INVESTIGATION

The alarm was received on April 13, 2001, at 11:52 A.M. Fire units from the Tontitown Volunteer Fire Department responded, arriving at 11:56 A.M.

According to fire department records, the fire originated in the engine compartment and the cause is undetermined.

_____ was interviewed. The following is a summary of his remarks:

_____ stated that he had driven the truck approximately five miles to a nearby convenience store. He shut-off the engine and was getting his checkbook from the center console when he was alerted to the fire by a passerby. White smoke was coming from the engine compartment followed quickly by dark smoke.

_____ reported no problems with the vehicle or its electrical system prior to the fire and no repairs have been made.

Mr. Rodney Boles of Nationwide Insurance Company conducted in-depth interviews and recorded statements.

COMMENTS

As instructed, this file is being placed on inactive status. If in the future follow-up is needed, the file can easily be reactivated.

EXHIBITS

- 1) Vehicle Inspection Report
- 2) 30 Photographs with Explanation Sheet
- 3) Fire Report
- 4) Extra Photographs

Richard M. West Sr., CFI
Senior Investigator
501-767-9505

RMW/cj
Enclosures

PHOTOGRAPH EXPLANATION

- 1) Front view
- 2) Right hand side front view
- 3) Right hand side rear view
- 4) Left hand or driver side
- 5) Interior driver side
- 6) Interior passenger side
- 7) Rear seat of extended cab
- 8) Below dash driver side of passenger compartment
- 9) Passenger compartment fuse panel
- 10) Windshield cracked and burned passenger side
- 11) Date of manufacture and VIN number
- 12) Fuel lines and filter no evidence of burning or fuel leakage
- 13) Starter and electrical wires attached to starter not burned
- 14) Engine compartment
- 15) Engine compartment as viewed from passenger side - heaviest damage to hood on passenger side
- 16) Engine compartment as viewed from driver side - note heaviest damage to hood on passenger side
- 17) Passenger side of engine compartment - note heavy fire damage to right side of fuel injection system, wiring harness, and battery and primary battery fuse and electrical distribution panel
- 18) Less damage to driver side of engine compartment

- 19) Close-up view of driver side wiring harness and fuel injection system - note less damage to wiring harness on driver side of engine compartment
- 20) Engine compartment fuse panel ~ slight melting visible to top of panel and exterior case
- 21) Interior of fuse panel
- 22) Push in fuses
- 23) Large fuses - some melting visible on fuse nearest fire
- 24) Wiring harness at left side of engine compartment
- 25) Battery, wiring harness, primary battery fuses and electrical distribution panel
- 26) Primary battery fuses blown
- 27) Exemplar view of engine compartment, battery, and primary battery fuses
- 28) Primary battery fuse and electrical distribution panel
- 29) Interior of primary battery fuse and electrical distribution panel
- 30) Primary battery fuses

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

1

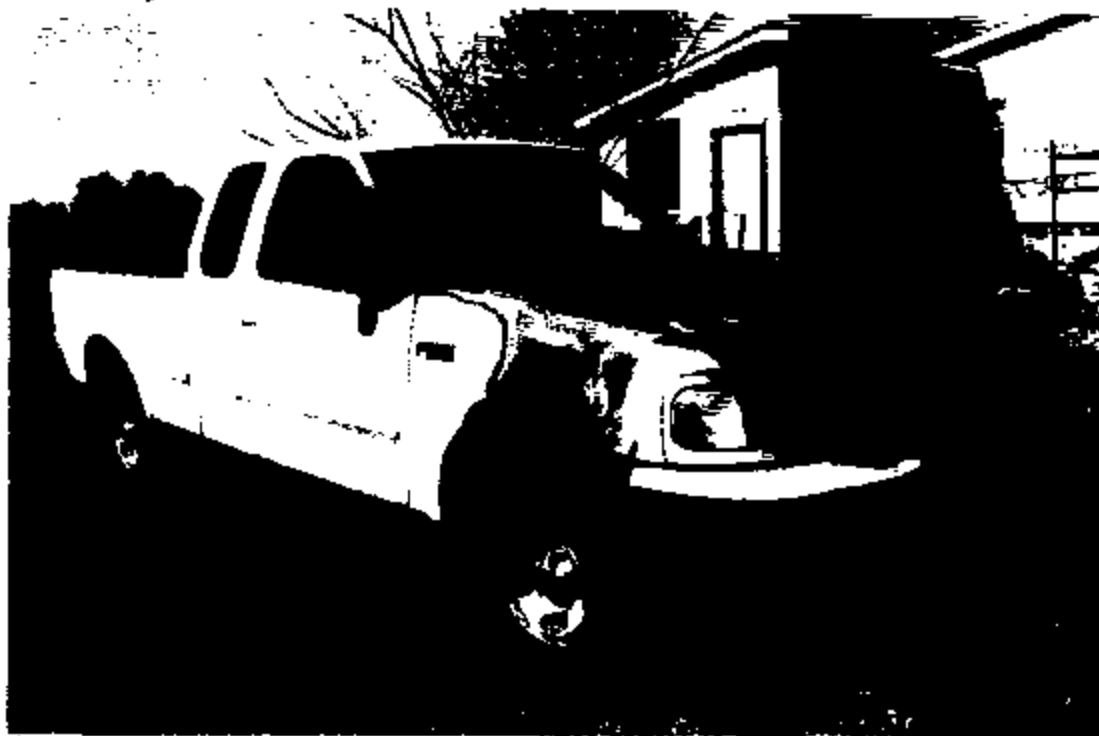


Photo #

2

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

3



Photo #

4

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

5



Photo #

6

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UTS File # : TN01-02386



Photo #

7



Photo #

8

Unified Investigations & Sciences, Inc.

Insured : _____

UIS File # : TN01-02386



Photo #

9



Photo #

10

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UJS File # : TN01-02386

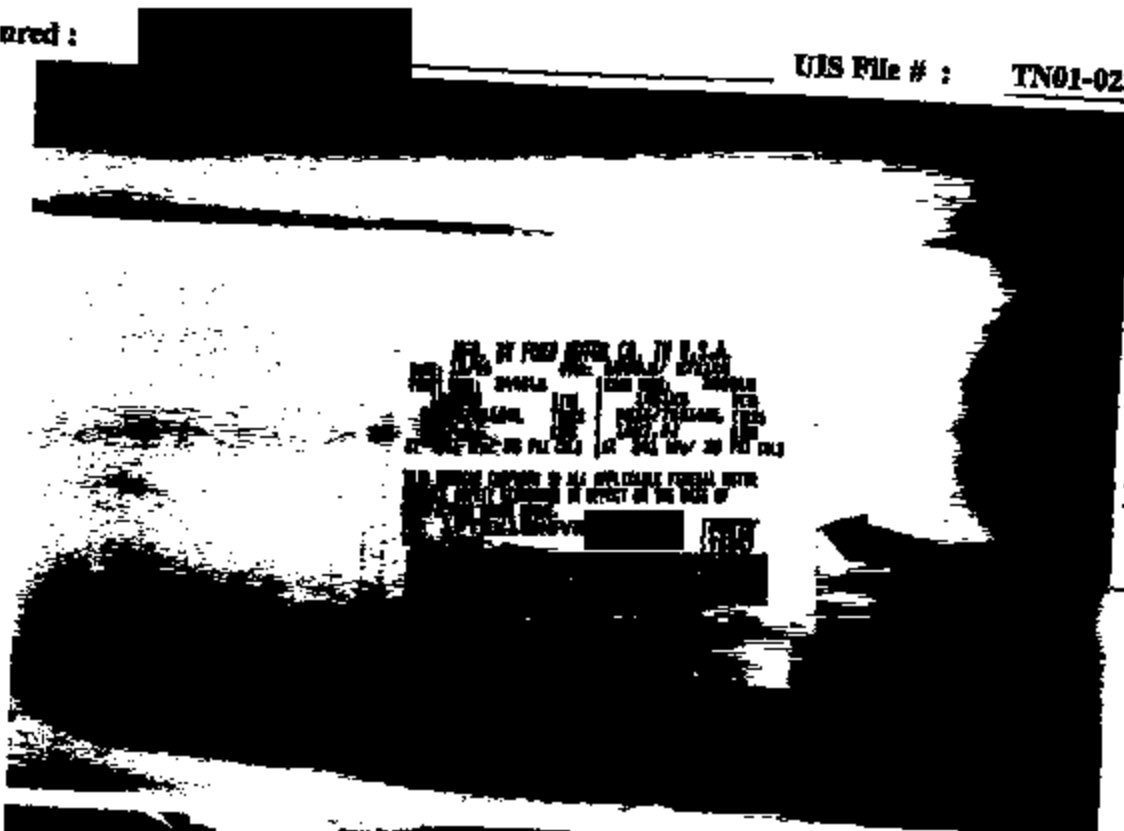


Photo #

11



Photo #

12

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

13



Photo #

14

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

15



Photo #

16

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # :

TN01-02306



Photo #

17



Photo #

18

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

19



Photo #

20

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

21



Photo #

22

Unified Investigations & Sciences, Inc.

Insured : _____

UIS File # : _____

TN01-02386



Photo #

23



Photo #

24

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386



Photo #

25

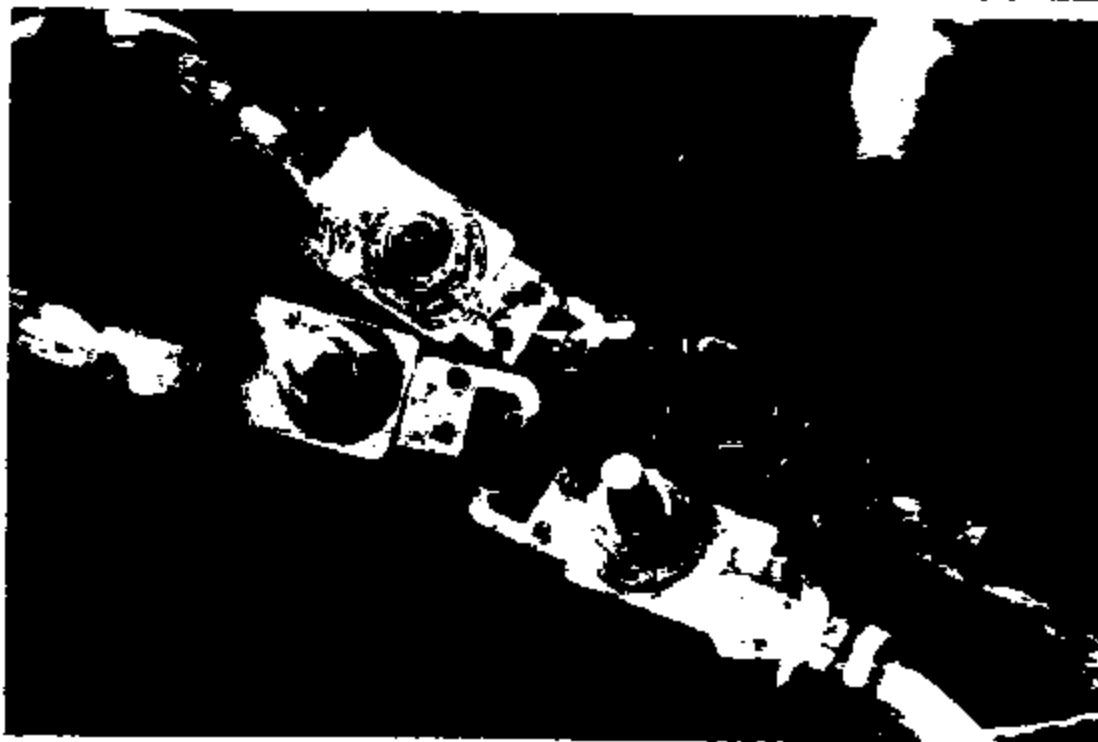


Photo #

26

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386

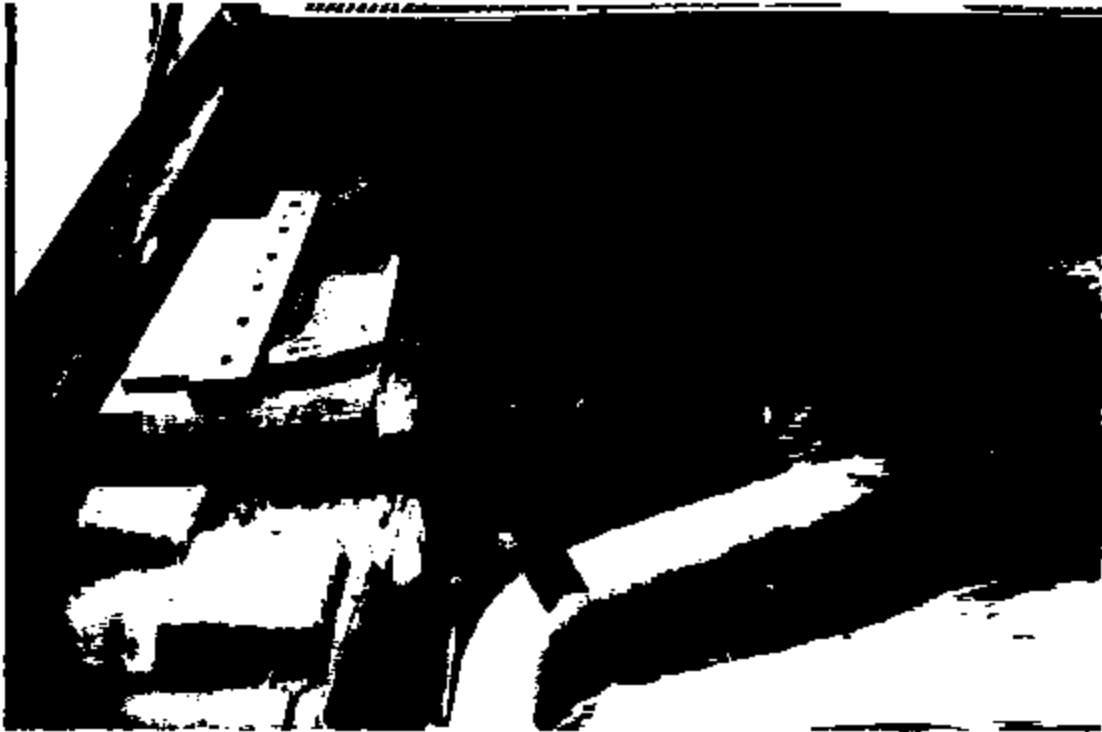


Photo #

27



Photo #

28

Unified Investigations & Sciences, Inc.

Insured : [REDACTED]

UIS File # : TN01-02386

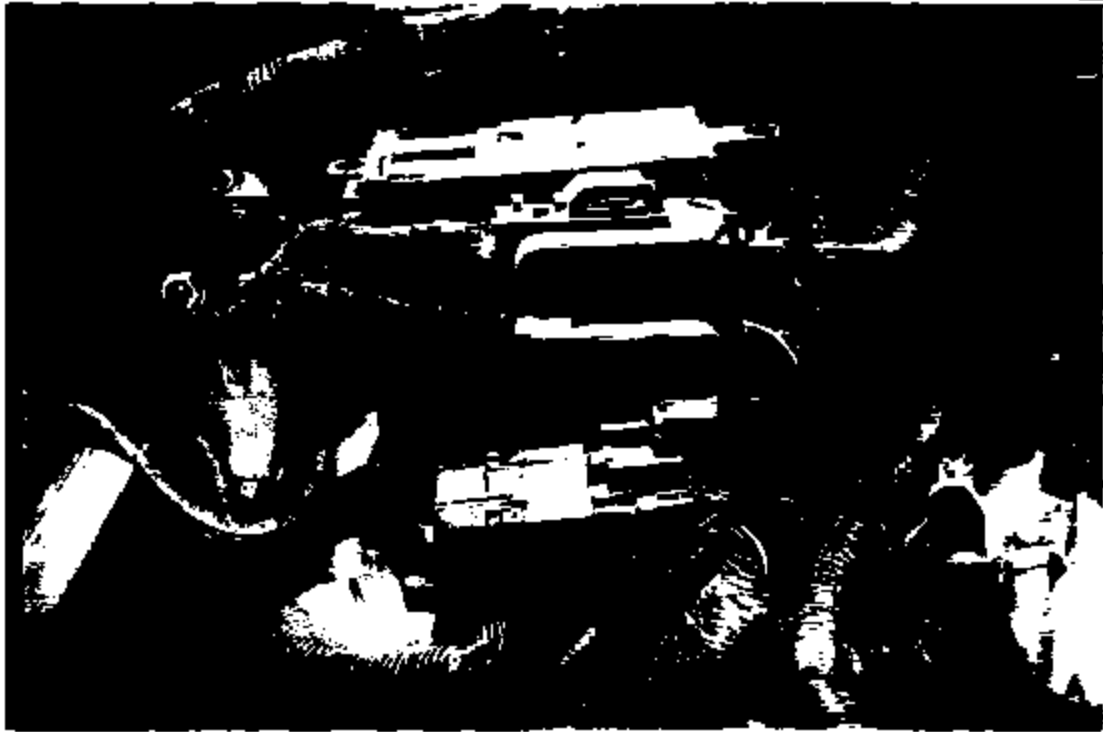


Photo #

29



Photo #

30

INCIDENT REPORT

Tontitown Fire Department

NFIRS-1

DELETE
 CHANGE

A	FDID 72090	INCIDENT NO 01-000871	EXP NO 00	MO 04	DAY 13	YR 01	DAY OF WEEK Friday	ALARM TIME 8 11:52:00	ARRIVAL TIME 11:50:00	IN SERVICE 12:15:	
B	TYPE OF SITUATION FOUND Vehicle Fire					TYPE OF ACTION TAKEN 13 Extinguishment				MUTUAL AID 1 <input type="checkbox"/> Road <input type="checkbox"/> Chas	
C	FIXED PROPERTY USE Public Service Station					IGNITION FACTOR 571 Undetermined					00
D	CORRECT ADDRESS Tontitown, AR							CO. WA	TWN	ZIP CODE	CENSUS TRACT
E	OCCUPANT NAME							TELEPHONE		ROOM/APT NO	
F	OWNER NAME							ADDRESS Tontitown, AR		TELEPHONE	
G	METHOD OF ALARM FROM PUBLIC Telephone Tie Line			TYPE OF ALARM 7 VEHICLE FIRE		DISTRICT V 01	SHIFT A	STATION 01	NO. ALARMS 1		
H	911 USED E911		PERSONNEL RESPONDED 2		ENGINES RESPONDED 005		AERIAL APPARATUS 000		OTHER VEHICLES 001		

ALL INCIDENTS

I	NUMBER OF INJURIES FIRE SERVICE 000			OTHER 000			NUMBER OF FATALITIES FIRE SERVICE 000			OTHER 000		
---	--	--	--	-----------	--	--	--	--	--	-----------	--	--

CAS

J	COMPLEX No Complex				MOBILE PROPERTY TYPE 19 Passenger Vehicle - Not Glass.			
K	AREA OF FIRE ORIGIN 83 Engine Area, Running Gear				EQUIPMENT INVOLVED IN IGNITION 00 No Equipment Involved			
L	FORM OF HEAT OF IGNITION 00 Undetermined		TYPE OF MATERIAL KNITED 00 Undetermined		FORM OF MATERIAL KNITED 00 Undetermined			
M	METHOD OF EXTINGUISHMENT 5 Preconnect w/Tank Water		LEVEL OF FIRE ORIGIN 1 Grade to +8'		ESTIMATED LOSS 18,000		ESTIMATED VALUE 17,500	

ALL FIRES

N	NUMBER OF STORIES				CONSTRUCTION TYPE			
O	EXTENT OF FLAME DAMAGE				EXTENT OF SMOKE DAMAGE			
P	DETECTOR PERFORMANCE				SPRINKLER PERFORMANCE			
Q	IF SMOKE SPREAD BEYOND ROOM OF ORIGIN		TYPE OF MATERIAL GENERATING MOST SMOKE			AVENUE OF SMOKE TRAVEL		
R			FORM OF MATERIAL GENERATING MOST SMOKE					

STRUCTURE

S	IF MOBILE PROPERTY		YEAR 87	MAKE FORD	MODEL XLT150	SERIAL NO. 1FT0X1BWBVK0	LICENSE NO.
T	IF EQUIPMENT INVOLVED IN IGNITION		YEAR	MAKE	MODEL	SERIAL NO.	

[X] CHECK IF COMMENTS

U	OFFICER IN CHARGE (NAME, POSITION, ASSIGNMENT) Northern, James C/Captain, EMT						DATE 04/18/2001
	MEMBER MAKING REPORT (IF DIFFERENT FROM ABOVE) Northern, James C/Captain, EMT						DATE 04/18/2001

FIRE LOSS REPORT

Tontitown Fire Department

FDID	INCIDENT NO	EXP NO	MO	DAY	YR	DAY OF WEEK	ALARM TIME
72008	01-000671	00	04	13	01	Friday	11:52:00

	BUILDINGS	VEHICLES	CONTENTS	TOTAL
ESTIMATED LOSS	0	15,000	0	15,000
ESTIMATED VALUE	0	17,500	0	17,500
INSURED AMOUNT	0	0	0	0
SETTLEMENT AMOUNT	0	0	0	0

INSURANCE INFORMATION	
BUILDINGS AND CONTENTS.. COMPANY: AGENCY: CONTACT: PHONE:	VEHICLES.. COMPANY: AGENCY: CONTACT: PHONE:

INCIDENT REPORT

Tontitown Fire Department

A.

FDID	INCIDENT NO	EXP NO	MO	DAY	YR	DAY OF WEEK	ALARM TIME
72008	01-000071	00	04	13	01	Friday	6 11:02:00

NARRATIVE

UP ARRIVAL FOUND PICK-UP TRUCK ON FIRE UNDER HOOD EXTINGUISHED WITH RED LINE. MR. ROBINSON STATED HE PARKED THE TRUCK TO GO INTO STORE, LOOK BACK AND SMOKE AND FIRE WAS COMING FROM UNDER HOOD. AS FAST AS IT TOOK OFF POSSIBLE FUEL LINE LEAK.

NATIONWIDE INSURANCE

April 17, 2001
FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
APR 23 2001
OFFICE OF THE
GENERAL COUNSEL

Ford Motor Company
Attn: General Counsel
Park Lane Towers West, Suite 300
3 Park Lane Blvd
Dearborn, MI 48126-2568

RE: Nationwide Insurance Vehicle Fire Claim 63 03 C 436242 04-13-2001 01

To Whom It May Concern:

On 04/13/01, [redacted], Springdale, AR, [redacted] drove his 1997 Ford F150 XLT 4x4 vehicle to a gas station. Before exiting his vehicle, [redacted] observed a white in color smoke emitting from underneath the hood of his vehicle. A few seconds later the smoke turned dark and a fire was observed coming from the hood of the vehicle. The vehicle appears to be a total loss and the estimated value of the vehicle is \$15,000.00.

Preliminary observations indicate that the vehicle engine compartment is the origin of the fire. Therefore, a Cause and Origin Investigation has been scheduled for 10:00 AM, 04/30/01, at the above cited residence.

Please advise if you wish to participate in this examination. You can contact me at the below listed telephone number or my cellular telephone number, 501-236-1712.

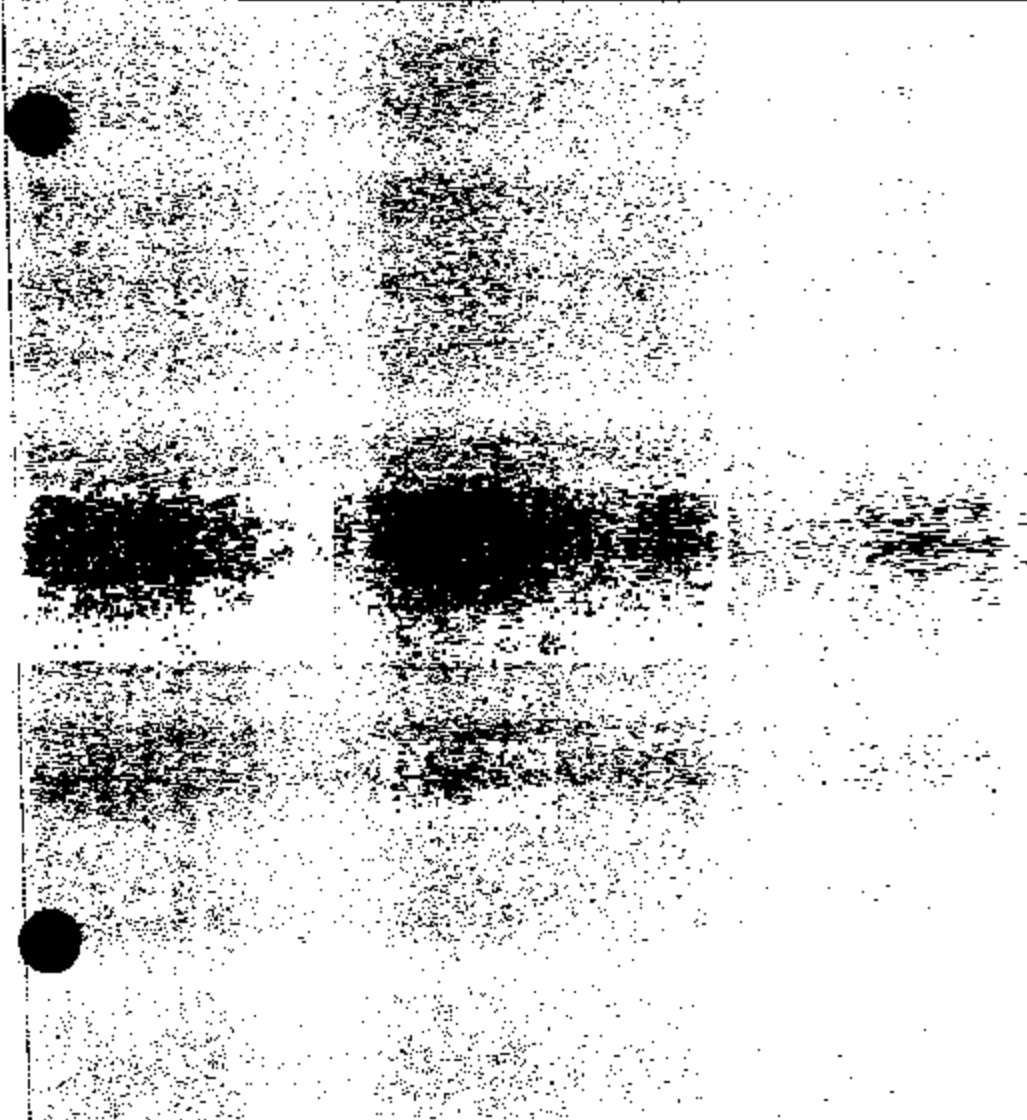
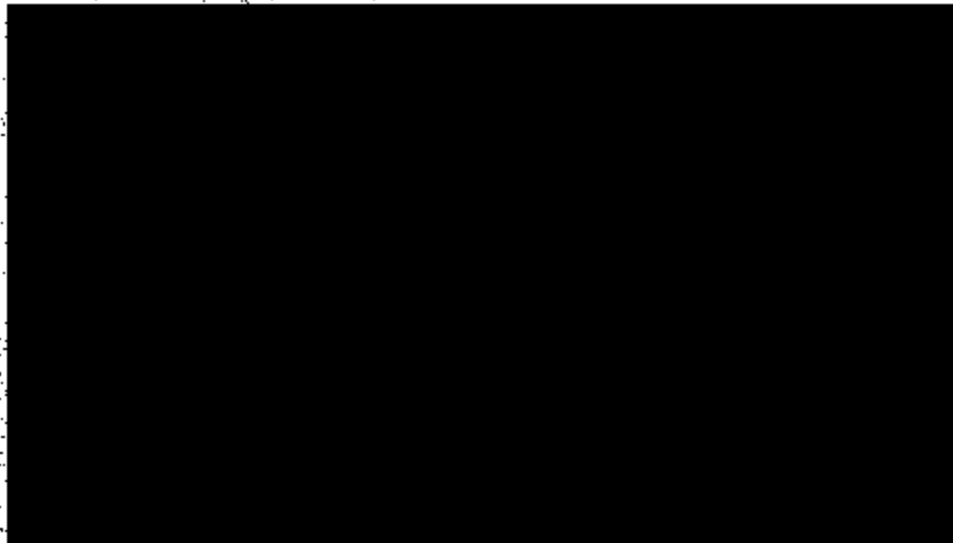
Sincerely,

Rodney E. Boles
Rodney E. Boles
Special Investigative Unit

Post-it Fax Note	7671	Date	4/17/01	Page	1
To	Ford Motor Co.	From	Rodney Boles		
Co./Dept.	General Counsel	Co.	Nationwide Ins.		
Phone #		Phone #	501-582-1031 X-13		
Fax #	313-845-4089	Fax #	501-582-1033		

4/13/01
197 F150
\$15,000.00

129 W. SUNBRIDGE DRIVE • FAYETTEVILLE, AR • 72703
PHONE: 888-214-0754, EXT. 13 • FAX: 501-582-1033



April 28, 2005

PROGRESSIVE®

Progressive Claims Service
P.O. Box 22016
Albany, NY 12201-2016
1-800-PROGRESSIVE
Facsimile: (518) 598-3337
Cranbury (518) 598-3397
Progressive.com

MAY 05 2005

Ford Motor Company
Consumer Affairs
Po Box 6248
Md-3Neb
Dearborn, MI 48216

Our Insured:
Our Claim #:
Date Of Loss:
Vehicle Description:
Vin#:

[REDACTED]
April 18, 2005
1996 FORD F150
1FTEF14Y7TL [REDACTED]

MAY 05 2005

Please accept this letter as formal notice of our subrogation rights in regard to the above captioned claim. There is a possibility of a manufacturer's defect or workmanship issue which may have caused a fire that destroyed our insured vehicle.

As such, we are having NETS perform a cause/origin determination on our insured's vehicle. Their telephone number is 1-800-221-4058; file number 05-1042. Please contact the aforementioned vendor to confirm an inspection date and time, as you may elect to be present at the time of the cause/origin inspection. The vehicle is located at Adesa Impact at Albany NY 518-347-3810.

Should Progressive Northeastern Ins. Co. or NETS not receive a response to this letter within 10 days, the cause/origin investigation will take place without your presence.

If you have any questions, please feel free to contact me directly at 518-598-5304.

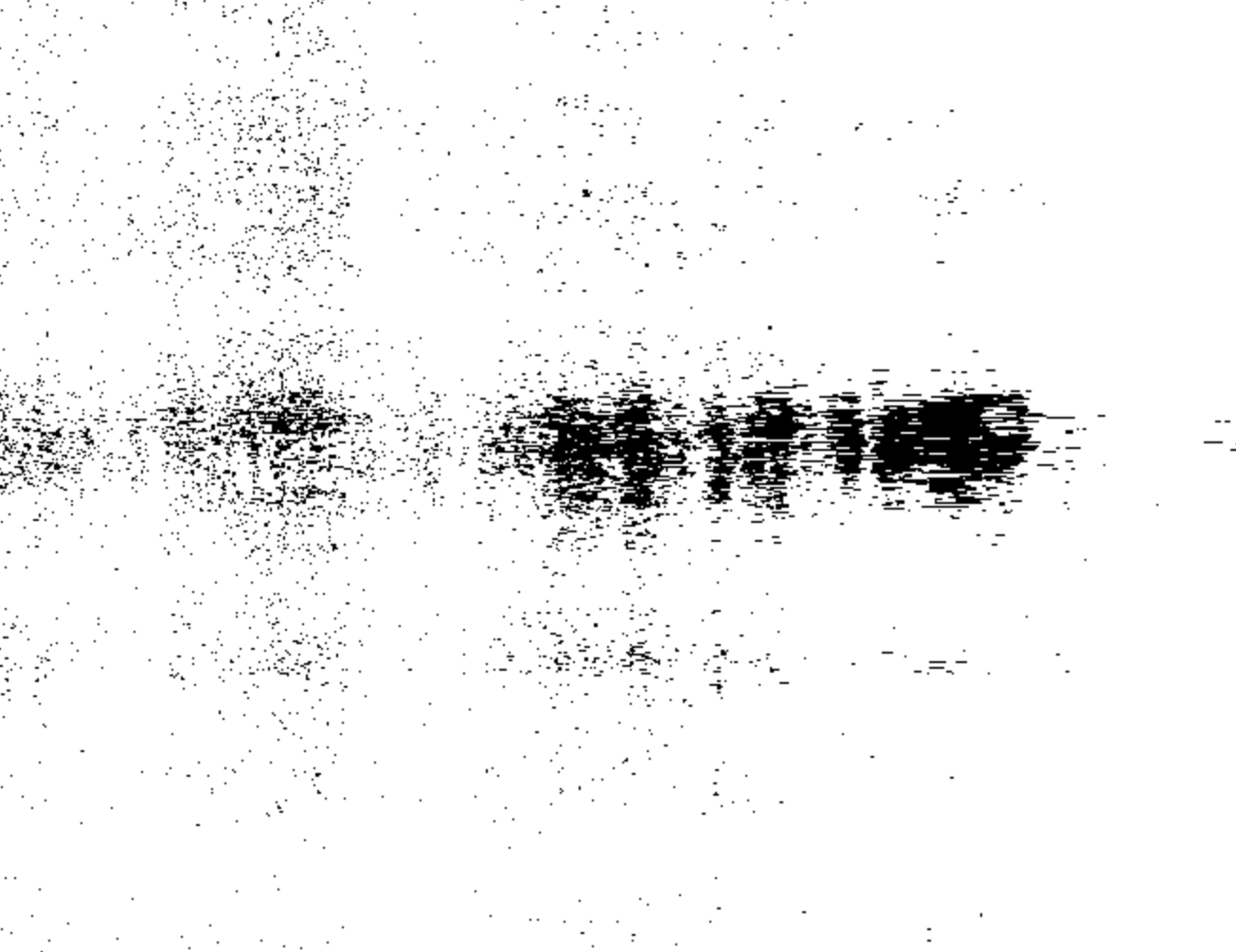
Sincerely,

Todd J. Bisillon
Todd Bisillon Ext 5304
Claims Representative

Progressive Northeastern Ins. Co.
TJB/tb

cc: Adesa Impact
N.E.T.S.

ER05-005-1.C1-2648





Post Office Box 33040
Lakeland, Florida 33807-3040

- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

MAY 11 2005
BGC
SUB

CUSTOMER
RELATIONSHIP
CENTER

04/29/05

2005 MAY 11 A 7 58

Ford Motor Corporation
Consumer Affairs Dept
P.O. Box 6248
MD 3 NE B
Dearborne, Mi 48126

FORD MOTOR COMPANY
RECEIVED
MAY 12 2005
OFFICE OF THE
GENERAL COUNSEL

Our Claim#: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: 04/26/05

Vehicle: 1997 Ford F150
Vin#: 1FTDX1766V [REDACTED]

To Whom It May Concern:

This letter is to advise your company that GEICO INDEMNITY INSURANCE COMPANY will be investigating further to determine the cause of the fire on this vehicle.

This letter is our notice to you that should it be determined that the cause of fire was caused by a manufacturer's defect, we will be pursuing your company for the damages that were incurred on this claim.

If you should wish to have one of your representatives inspect this vehicle it is located at:

[REDACTED]
Ocala, Florida [REDACTED]
Ph# [REDACTED]

The vehicle is repairable and will be repaired. All parts will be preserved for evidence.

Should you have any questions, please do not hesitate to contact me at the phone number listed below.

Sincerely,
Brenda Brooks
Brenda Brooks/D355
Claims Adjuster
800 648 2493 ext 4403

cc: George Spalding



1191

**ST PAUL
TRAVELERS**

THE TRAVELERS INDEMNITY COMPANY
RACHEL BGGERT
PO BOX 2954
MILWAUKEE WI 53281-2954
(414) 625-4007 x 4772
(262) 787-4772

November 16, 2004

FORD MOTOR COMPANY
P.O. BOX 6248
DEARBORN MI 48126

RECEIVED

NOV 24 2004

Our Client:
Claim/File #:
Date of Loss: 10/31/2004
Reference: Subrogation Claim

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
NOV 24 2004
LAW OFFICE OF THE
GENERAL COUNSEL

Dear Sir or Madam:

We are investigating a claim for WESTDALE TOWNHOMES INC who sustained a loss on 10/31/2004.

Our investigation reveals that you may be responsible for this loss. If you have insurance, please complete the attached form and return it to me. Please refer this letter to your insurance carrier immediately, requesting that they contact our office. Should you not have insurance, please contact me to discuss this loss.

Please call me with any questions.

This is regarding fire damage sustained by our insured at 7937 Chase Circle in Arvada, CO involving a 1996 Ford F150. Please contact me immediately if you wish to inspect.

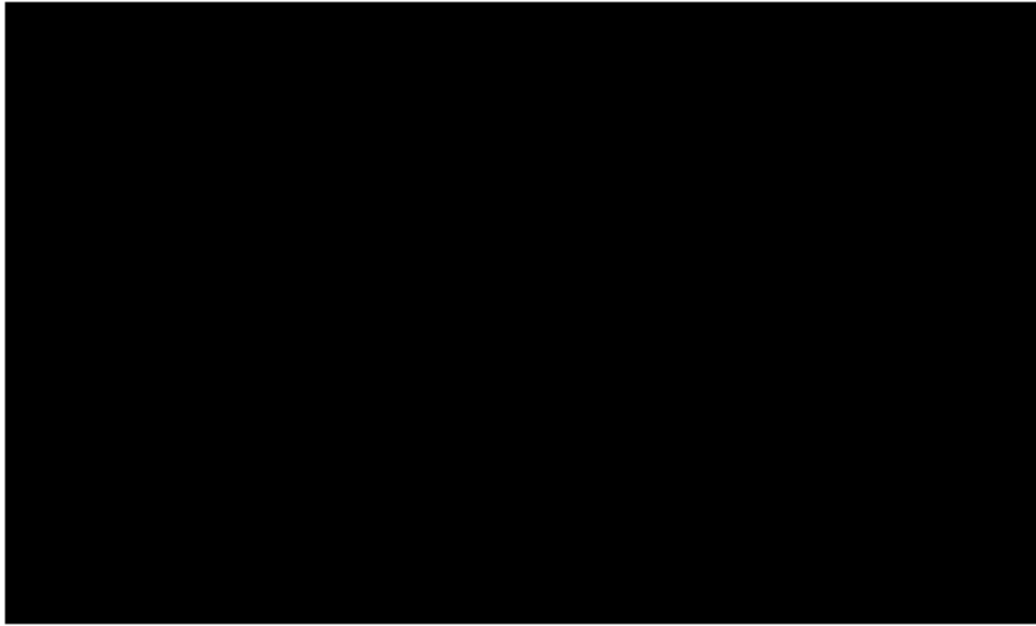
Sincerely,
RACHEL BGGERT
Claim Representative
(262) 787-4772
Fax: (866)280-7367
Email:

Nothing in this letter is intended or should be construed as an admission or denial of coverage to our insured.

Enclosure: Insurance Questionnaire

10/31/04
Arvada, CO
'96 F-150

ERRS-005-LC1-2881



IN THE UNITED STATES DISTRICT COURTS. DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

FILED-CLERK
00 JUN -8 PM 3:36
TX EASTERN-BEAUMONT

[REDACTED]

Plaintiff,

VS.

FORD MOTOR COMPANY
Defendant.

§
§
§
§
§
§
§
§
§
§

BY _____

CIVIL ACTION NO.
1:00CV-383
JURY TRIAL

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff [REDACTED], Individually and as the Administrator of the Estate of Chester A. Varney, Deceased states:

I.
Jurisdiction

1. That the Decedent, Chester A. Varney, and Plaintiff [REDACTED] were at all times material hereto, residents of and citizens of the State of Texas.
2. That Defendant Ford Motor Company was and is at all times material hereto a resident and citizen corporation with its state of incorporation being Delaware and its principal place of business being at American Road, Room 552, Dearborne, Michigan. This Defendant may be served through its Registered Agent for service in Texas: CT Corp. Systems, 350 North St. Paul Street, Dallas, Texas 75201.
3. That the matter in controversy herein exceeds the sum of \$75,000.00, exclusive of interest and cost.
4. That jurisdiction is found under Title 28 U.S.C. Section 1332(a).

II.
Venue

5. This is an action between citizens of different states.
6. That Defendant "resides" in the State of Delaware.
7. That venue is found under Title 28 U.S.C. Section 1391(a).
8. That pursuant to Local Rules, Plaintiff requests Beaumont as the site of the trial.

III.
Cause of Action

9. That on or about June 8, 1998, while traveling from Texas to Mississippi, Plaintiff, while operating a 1996 Ford, F-150 Pick-up Truck, stopped at a roadside park to rest for a short while prior to continuing his journey.

10. That while resting in the above-described Ford vehicle, [REDACTED] was severely burned inside the cab of the truck.

11. That at the time he was burned, the decedent was not operating the above-described Ford vehicle in a negligent or unsafe manner, but was merely parked with the vehicle at idle.

12. That Ford Motor Company breached the implied warranty of merchantability with respect to this particular Ford vehicle and that such vehicle was defective when it left the possession of Ford Motor Company. Further, that the Ford vehicle was not fit for ordinary purpose of its intended use because of its defects and that the breaches of warranty proximately caused the Decedent's burns.

13. That Ford Motor Company produced, sold or otherwise placed an F-150 Ford Pick-up truck into the stream of commerce and that as designed and marketed such vehicle was defective. Such defects existed when the vehicle left the possession of Ford Motor Company and when it reached the Decedent it did so without substantial change in its condition. Such defects

rendered the vehicle unreasonably dangerous. Ford Motor Company knew or should have known of the risk of harm inherent in its product and such defects in the vehicle were a producing cause and a proximate cause of the Decedent's burns. Therefore, Ford Motor Company is strictly liable to Plaintiff.

14. Ford Motor Company has engaged in the manufacture, sale, testing, design, marketing, advertising, supply or distribution of certain vehicles which purported to provide safe transportation. The law imposes duty upon Ford Motor Company to exercise reasonable care with respect to its sale of such vehicles and Ford Motor Company did breach its duty and was thus negligent with respect to the F-150 Pick-up truck sold to the Decedent. Ford Motor Company's negligence includes, but is not limited to the design, manufacture, distribution, warnings, instructions, testing, marketing, advertising and/or sale of the F-150 Pick-up truck in question. Ford Motor Company knew or should have known that its product would fail to operate safely and its negligence did proximately cause the Decedent's burns and ultimate death.

15. That the Decedent was severely burned while resting in the F-150 Pick-up truck in question and that the burns he received therein were the direct and proximate cause of his death a short time thereafter. As a result of the burns suffered by the Decedent and made the basis of this action, and the injuries sustained by the Decedent ancillary thereto, the Decedent suffered severe physical and mental pain and anguish prior to his death.

16. As a result of the Defendant's actions or lack thereof, the Decedent suffered grievance injuries to his body, resulting in his wrongful, untimely death under Texas Civil Practice and Remedies Code, Section 71.001, et seq.

17. That Chester A. Varney was 85 years of age at the time of his death and had a continued life expectancy.

18. That Plaintiff [REDACTED] is the daughter of Chester A. Varney, deceased.

19. That Plaintiff [REDACTED] is the Independent Executrix of the Decedent's will by the terms stated therein.


20. That Plaintiff [REDACTED] Individually has suffered and will continue to suffer grievance personal loss of society, comfort, affection and economic benefits from Chester A. Varney during the rest of what would have been his normal life expectancy.

21. That the Estate of Chester A. Varney has incurred medical and funeral expenses as a result of his injuries and untimely death.

WHEREFORE PREMISES CONSIDERED, Plaintiff respectfully requests that the Defendant be cited to appear and answer herein; that upon trial of the cause, Plaintiff recover the damages specified above from the Defendant including cost of court, interest at the legal rate and to have such other further and relief, both general and specific, at law and at equity, to which Plaintiff may demonstrate herself to be entitled under the facts and circumstances as shown by the evidence.

Respectfully submitted,

JOHNSON, FERGUSON, PIPKIN & PHILLIPS
4900 Woodway, Suite 1100
Houston, Texas 77056
(713) 961-3730
(713) 961-5438 - Fax

By: 
CLINTON E. PHILLIPS
State Bar No. 00786167
NED JOHNSON
State Bar No. 10712000

ATTORNEYS FOR PLAINTIFF





DONAN ENGINEERING CO., INC.

Jasper, IN

Indianapolis, IN

Evansville, IN

Louisville, KY

Madisonville, KY

ERG-885-LC1-2556

OCT 25 2000

CLAIM #: [REDACTED]
D.E.C.I #: E0010207

PREPARED FOR:

**JAMES TURNER
STATE FARM INSURANCE
P. O. BOX 7548
PADUCAH, KY 42002-7548**

PREPARED BY:



**DONAN ENGINEERING CO., INC.
2414 KOTTER AVENUE
EVANSVILLE, IN 47715
(812) 471-7800**

OCTOBER 23, 2000


**DONALD E. RICHARD, P.E.
SENIOR FORENSIC ENGINEER**

Donan Engineering Co., Inc.

John G. Donan, Jr., P.E., President



OCT 25 2000

CORRESPOND TO:
2414 Kottler Avenue
Evansville, IN 47713

October 23, 2000

Mr. James Turner
State Farm Insurance
P.O. Box 7548
Paducah, KY 42002-7548

RE: [REDACTED]
Claim #: [REDACTED]
D.E.C.I.#: E0010207

Dear Mr. Turner:

At your request, on October 13, 2000, a study was made on a vehicle at Sadisco Salvage Yard, [REDACTED], Paducah, Kentucky (Photograph 1). The vehicle is a 1996 Ford F150 pickup 4x4, VIN# 1FTEF14H2T[REDACTED] registered in the name of [REDACTED]. The purpose of the study was to determine the origin and cause of a fire under the hood that occurred on September 28, 2000. The owner of the vehicle was not contacted. This letter, with the attached photographs, is the report of my findings and conclusions.

The fire was contained to the engine side of the firewall (Photographs 1, 4 and 20). Extensive burning has occurred evenly across the hood, engine, firewall, fenders, front bumper, and grill area (Photograph 4). Both of the front tires have burnt to the rim (Photographs 11 and 15).

The electrical ignition system and related parts are all severely burnt or destroyed (Photographs 7 and 8). The battery and alternator have both burnt down to the metal core (Photographs 11 and 19). The fuel and emissions lines have been severely burnt and areas destroyed.

The possible sources of ignitions sent by you were considered. These included a potential brake pressure switch, a faulty alternator plug, and blower

4342 North US 231
Jasper, IN 47546
(812) 482-5611
Fax (812) 482-9165

5671 West 73rd Street
Indianapolis, IN 46278
(317) 347-5151
Fax (317) 347-5150

2414 Kottler Avenue
Evansville, IN 47715
(812) 471-7900
Fax (812) 471-7629

2220 Nicholasville Rd.
Lexington, KY 40503
(859) 378-8380
(800) 814-7503

1717 Wamerson Trail
Louisville, KY 40299
(502) 267-6936
Fax (502) 267-6973

55 E. Broadway
Madisonville, KY 42431
(270) 821-7776
Fax (270) 821-4634

EP85-005-LC1-2688

OCT 25 2000

motor. Due to the extent of damage to these components and the other sources of ignition being plentiful, the cause of the fire could not be determined.

In summary, based upon the information available at this time, I am of the opinion that:

- The origin of the fire was in the engine compartment. This conclusion is based on the following facts:

Item #1: The fire was contained to the engine side of the firewall.

- The cause of the fire is undetermined. This conclusion is based on the following facts.

Item #1: Due to the extent of damages numerous ignition sources could not be eliminated.

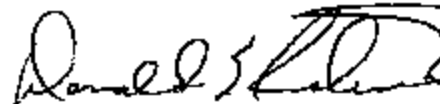
- The classification of the cause of the fire is accidental as defined by the terms in the attachment to this study. This based on the following fact:

Item #1: No evidence was found to indicate foul play.

Thank you for your confidence in our service.

Very truly yours,

DONAN ENGINEERING CO., INC.



Donald E. Richard, P.E.
Senior Forensic Engineer



OCT 25 2000

DEFINITIONS OF FIRE CAUSES

As classified by the National Fire Protection Association, Bulletin 921, *Guide for Fire and Explosion Investigations*, 1998 Edition, the causes of fires are classified as accidental, natural, incendiary (arson), or undetermined. These definitions are incorporated into this report regarding the cause and origin of the fire being studied.

ACCIDENTAL:

"Accidental fires involve all those for which the proven cause does not involve a deliberate human act to ignite or spread fire into an area where the fire should not be."

NATURAL:

"Natural fire causes involve fires caused without direct human intervention, such as lightning, earthquake, wind and the like."

INCENDIARY:

"The incendiary fire is one deliberately ignited under circumstances in which the person knows that the fire should not be ignited."

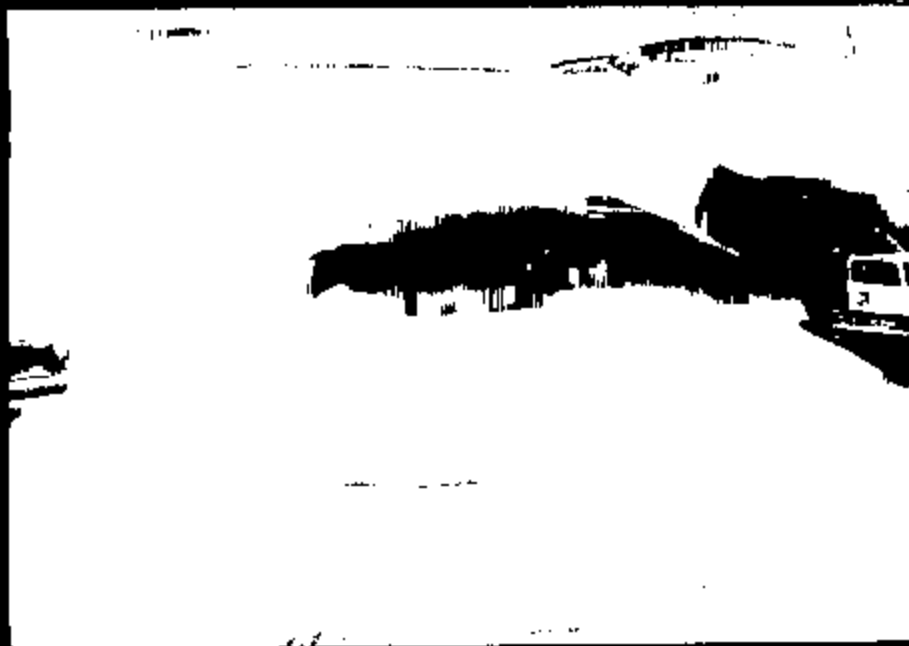
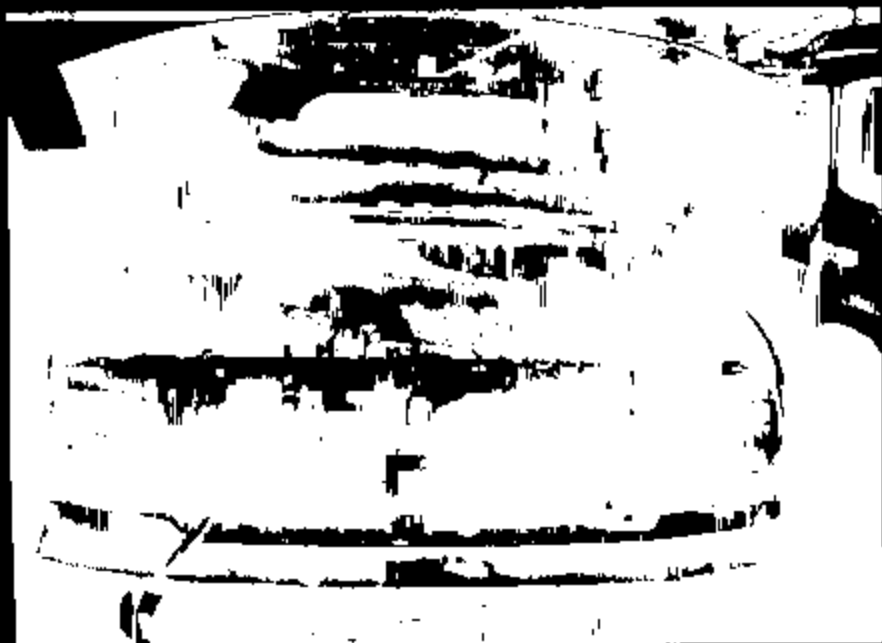
UNDETERMINED:

"Whenever the cause cannot be proven, the proper classification is undetermined."

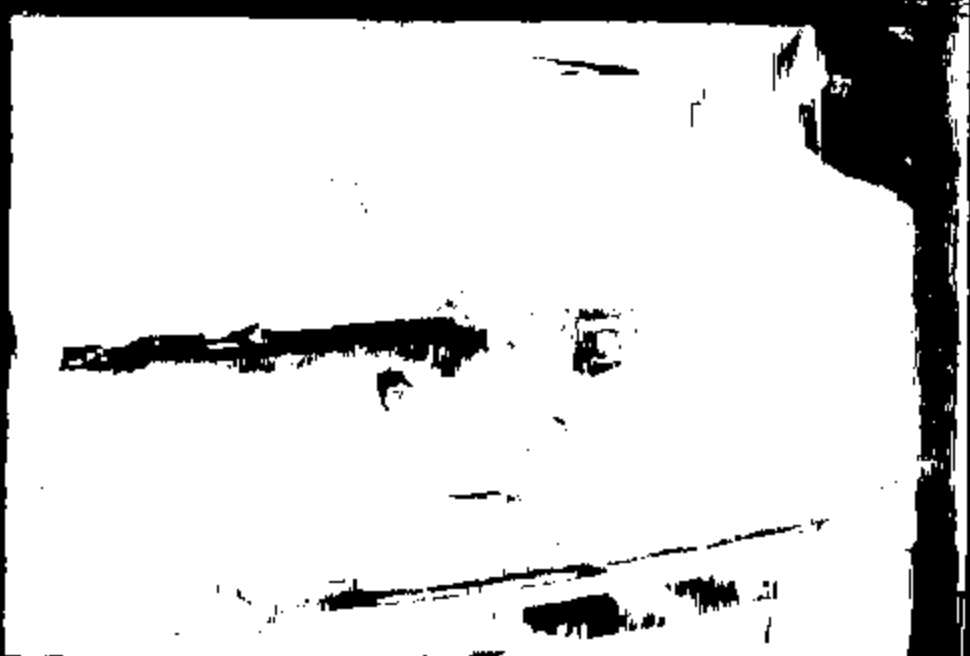
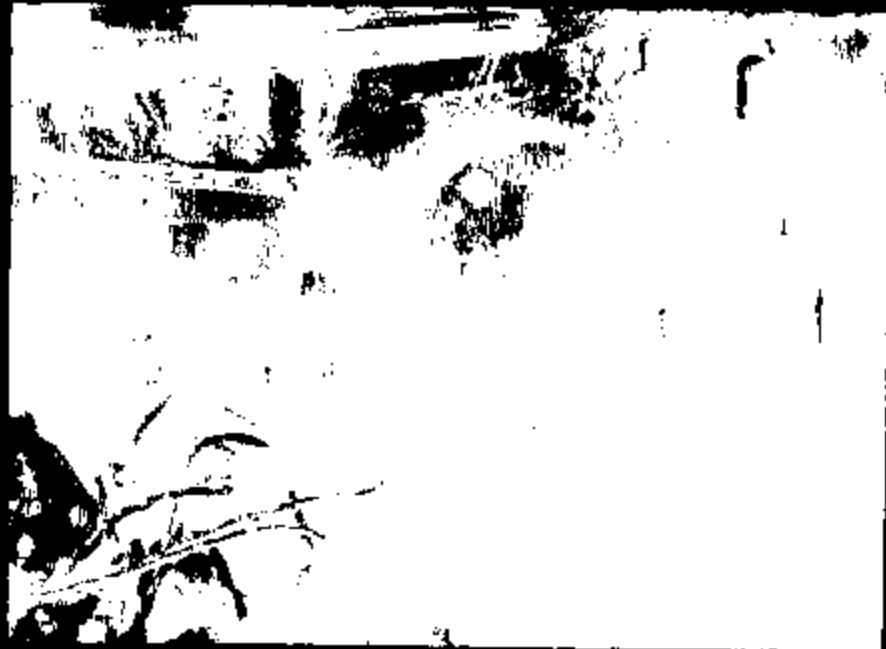
State Farm Insurance
Claim #: [REDACTED]
October 23, 2000

- Photograph 1 View of the front driver's side.
- Photograph 2 View of the front passenger's side.
- Photograph 3 View of the rear of the vehicle.
- Photograph 4 With the hood raised; there is no concentrated area of burn pattern. The paint has been burnt to the metal evenly across the hood; engine, firewall, fenders and front grill area.





EP05-009-LC1-2602



State Farm Insurance
Claim #: [REDACTED]
October 23, 2000

OCT 25 2000

- Photograph 5 View of the burn patterns on top of the hood.
- Photograph 6 View under the hood.
- Photograph 7 View of the area left of the engine, near the firewall and brake master cylinder.
- Photograph 8 View of the top of the engine.



ER05-005-LC1-2884

State Farm Insurance
Claim #: [REDACTED]
October 21, 2000

OCT 25 2000

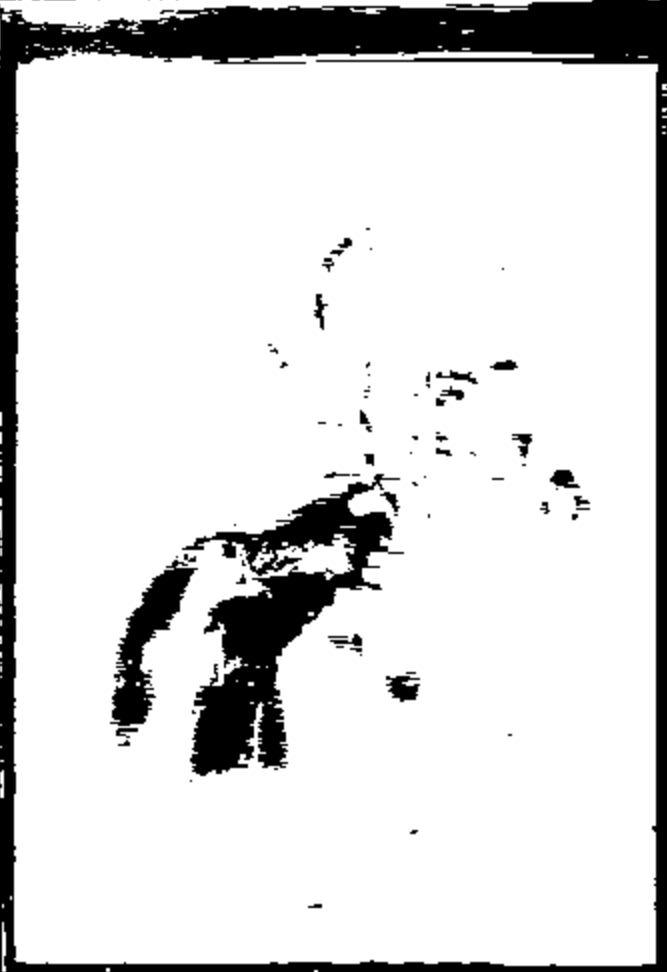
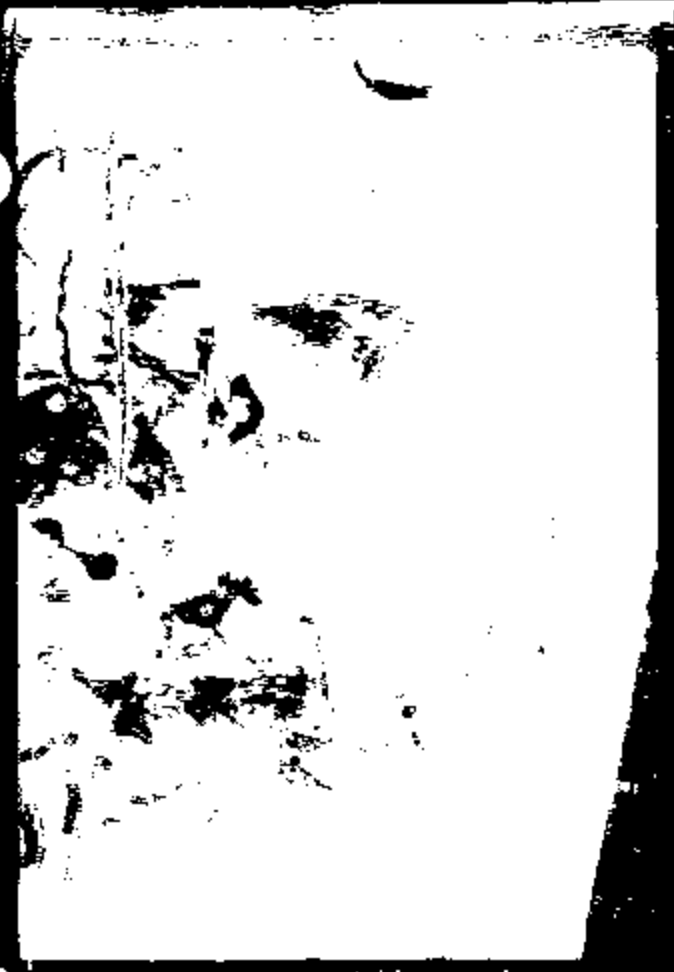
- Photograph 9 View of the right side of the engine. The spark plug wires have not been removed.
- Photograph 10 View of the firewall and the area on the right side of the engine.
- Photograph 11 View of the right fender, battery and front of the engine.
- Photograph 12 Area in front of the engine, looking at the left fender area.





EP05-005-LC1-2888





State Farm Insurance

Claims #: [REDACTED]

October 23, 2000

OCT 25 2000

- Photograph 13 View of front of engine area.
- Photograph 14 View of the top of the engine near firewall.
- Photograph 15 The left front tire has burned to the rim.
- Photograph 16 The area below the master cylinder.

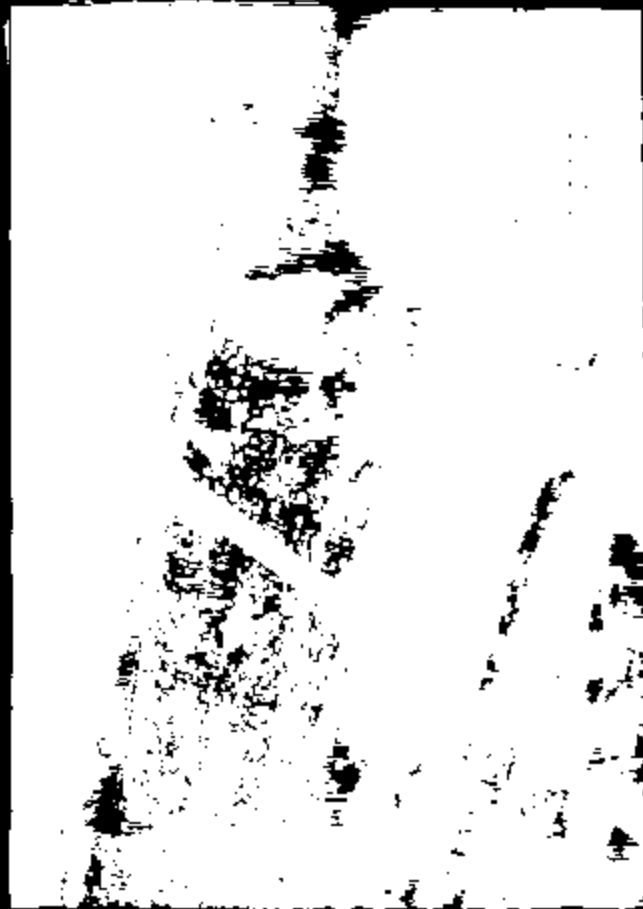


State Farm
Claims #: [REDACTED]
October 23, 2000

OCT 25 2000

- Photograph 17 View of the front of the engine.
- Photograph 18 The color of the oil indicates it had been service recently.
- Photograph 19 Remains of the alternator and compressor.
- Photograph 20 View of the left side of the cab. The firewall kept the fire out of the cab area.





EROS-865-LC1-2670





8905-005-LC1-2871

State Farm Insurance
Claim #: [REDACTED]
October 23, 2000

OCT 25 2000

Photograph 21 The center dash area has melted away from the firewall.

Photograph 22 View of the passenger's side dash area.



ENR-005-LC1-2872



Our logo, the level rod target, symbolizes our approach:

We strive to keep our work and abilities balanced and on the level.

We strive to keep our work on target, meeting our client's needs with a fair and competitive fee.

We strive to deliver a complete service. In the Bible, the number seven symbolizes completeness.

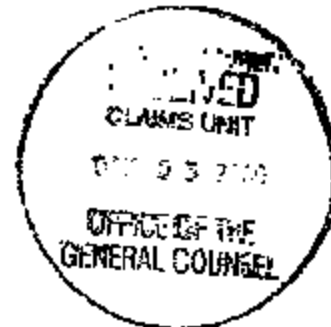
State Farm Insurance Companies



Claim Service Center
P.O. Box 7548
4813 Alben Barkley Drive
Paducah, KY 42002-7548
Telephone: (502) 554-8100

October 3, 2000

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



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RE: Claim Number: [REDACTED]
Insured: [REDACTED]
Vehicle: 1996 Ford F-150
Serial Number: 1FTEF14H210 [REDACTED]

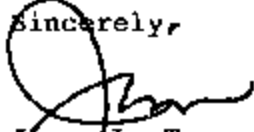
To Whom It May Concern:

The 1996 Ford F-150 identified above is insured by State Farm Mutual Insurance Company. This vehicle experienced a fire loss which rendered the vehicle a constructive total loss.

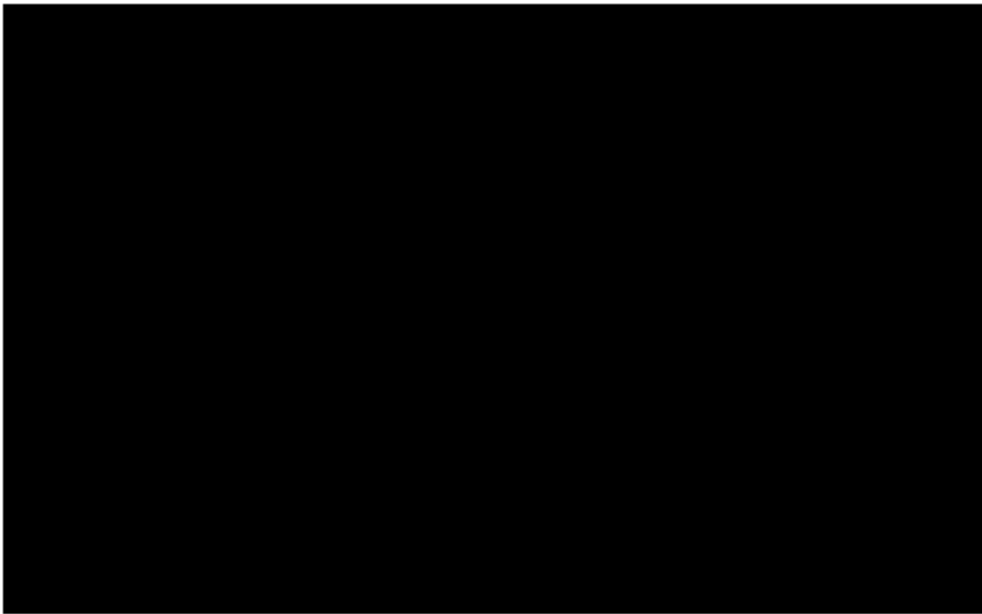
State Farm would like to give you an opportunity to inspect this vehicle, and give you advanced notice of our potential subrogation claim.

Please contact me at (270) 554-6131 to set up a time for your inspection.

Sincerely,


James L. Turner, CPCU
Claim Specialist
State Farm Mutual Automobile Insurance Company
(502) 554-6131

270
JT/016/1003018



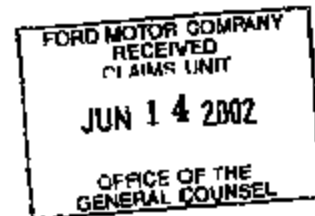
State Farm Insurance Companies®



June 7, 2002

Beaumont Service Center
P.O. Box 5485
210 Office Park Drive
Beaumont, TX 77728

Ford Motor Company
Parklane Towers West, Suite 400
Three Park Lane Boulevard
Dearborn, MI 48126-2568



Re: Claim Number: [REDACTED]
Date of Loss: May 14, 2002
Our Insured: [REDACTED]
Subject: 1995 Ford F-150 Pickup, VIN #1FTEX15H0SK [REDACTED]

Dear Sir or Madam:

The above-referenced vehicle is insured by State Farm Mutual Automobile Insurance Company. This vehicle experienced an engine fire.

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

To set up a time for your inspection, please contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Danny L. Fowler".

Danny L. Fowler
Claim Specialist
State Farm Mutual Automobile Insurance Company
(409) 839-1155
1-800-433-8644

DLF/gm/029/0607038



ERG5-885-LC1-2878



ER05-005-LC1-2577



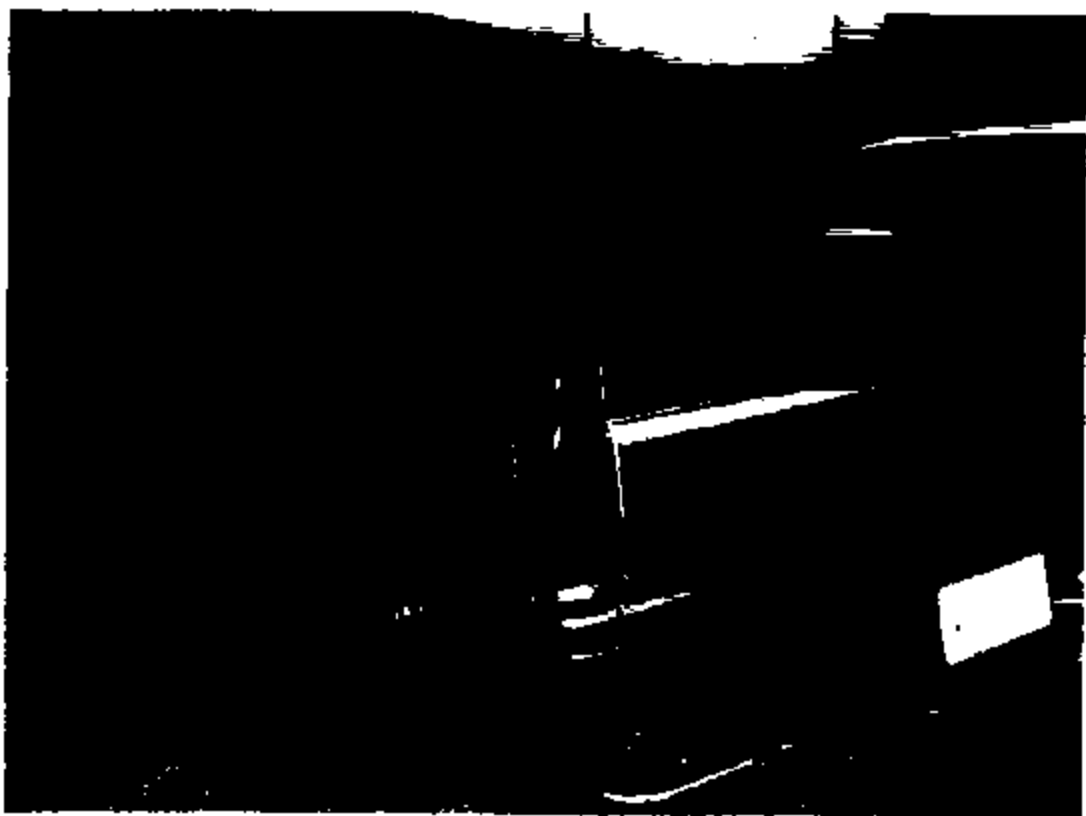
ER05-605-LC1-2678



ERBS-803-LC1-2579



ER05-085-LC1-2688

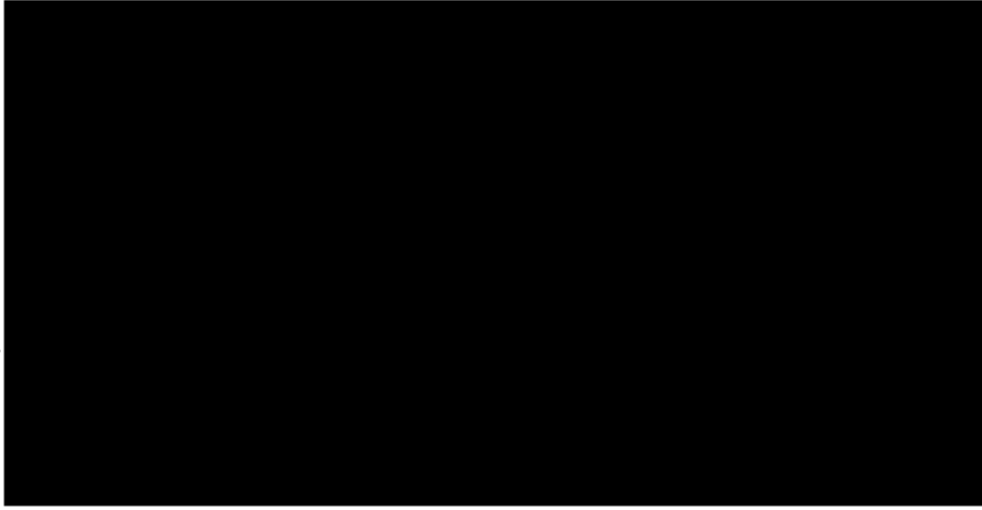


ER05-005-LC1-2691





EA05-005-LC1-2883



CU YORK
Your Regional Company

CU York Insurance Companies success
304 Hancock Street
P.O. Box 1719
Bangor, ME 04402-1719

Tel: (207) 990-1111

2001 MAY -3 A 9:16
DATE: 4-27-01

REPLY TO THIS
OFFICE,
USING OUR
CLAIM NO. AS
REFERENCE.

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

ATTENTION:

Claims

RECEIVED
CLAIMS UNIT
MAY 03 2001
OFFICE OF THE
GENERAL COUNSEL

OUR CLAIM NO.	
[REDACTED]	
YOUR INSURED	
[REDACTED]	
AMOUNT PAID	DED.
Pending	\$200.00
YOUR CLAIM NO.	
UNKNOWN	
YOUR INSURED	
Ford Motor Co.	
YOUR INSURED'S ADDRESS	
DATE OF ACCIDENT Fire	
8-12-01	

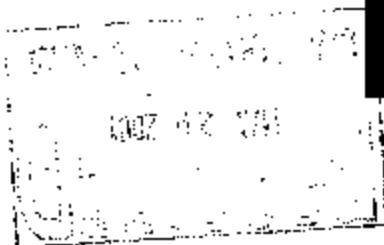
Total:

We have been informed that you are the liability insurer for the party shown above. Our investigation indicates that the accident was due to the negligence of your insured and we wish to notify you of our subrogation claim. If you do not have a liability policy for the party shown above, please let us know immediately.

- We have settled our insured's claim for the amount indicated above and ask for reimbursement. The attached documents will enable you to support your payment.
- Our insured's claim is still pending and we will present our subrogation claim to you after we settle with our insured. If you prefer to settle directly with our insured, please notify us immediately.
- Under date of _____ we advised you of our potential subrogation claim. We have now settled our insured's claim in the amount indicated above and ask for reimbursement. The attached documents will enable you to support your payment. Please reference our claim number or include a copy of this letter when forwarding your draft to us. Also, let us know if you issued a separate draft to our insured for the deductible.
- Sometime ago we sent you our subrogation claim arising out of the captioned accident. We have not received an acknowledgment. Please advise us promptly the position you are taking on our claim.
- Please advise us of your decision on our subrogation claim. Since both of our companies are signatories to the Nationwide Inter-Company Arbitration Agreement, we wish to join with you in a sincere effort to settle this dispute without the need for arbitration.
- The documents you requested are enclosed.
- You previously advised us that you had a bodily injury claim pending and were not in a position to honor our subrogation claim. Please advise us whether you are now in a position to consider our claim.
-

196 F150
VIN
- 28

David Amour
ADJUSTER



Brooksville Me
Claim # [redacted]

May 25, 2001

CU York
304 Hancock St.
P.O. Box 1719
Bangor, Me. 04402

Dear Ms Amour,

Here are the answers to the questions that you wanted me to answer.

1. The incident occurred in Oxbow, Me.
2. We returned to Oxbow from Presque Isle and went to our camp. About 3 hours later our neighbors came down to our camp to tell us that our pickup had burned in their yard.
- 15 The only work done to the truck was front end ball joint replacement, about one month

before.

16 None

21 Engine was not running.

22 Keys were not in the ignition,
and the doors were locked

25 The truck was purchased from
Darlings Wholesale in Bangor, Me.
Mileage at the time of purchase
was about 63,000. This vehicle
was purchased in December, 1999

CENTRAL AROOSTOOK APPRAISAL SERVICE INC.



PHOTO NUMBER: _____ 1 _____

DESCRIPTION: Left front corner.

INSURED/OWNER: [REDACTED]

COMPANY CLAIM NUMBER: [REDACTED]

OUR FILE NUMBER: CA-490-01-AC

DATE OF LOSS: 4/ 12/ 01

DATE PHOTOS TAKEN: 4/ 16/ 01

PHOTO NUMBER: _____ 2 _____

DESCRIPTION: Cab and body damage.



CENTRAL AROOSTOOK APPRAISAL SERVICE, INC.



PHOTO NUMBER: 3

DESCRIPTION: Interior damage.

INSURED/OWNER: [REDACTED]

COMPANY CLAIM NUMBER: [REDACTED]

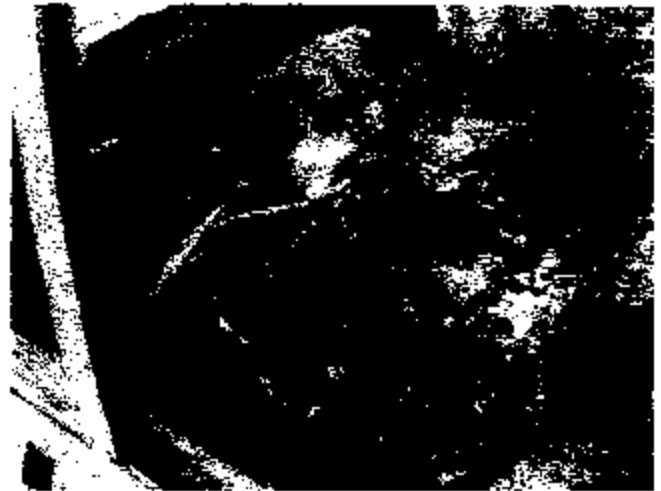
OUR FILE NUMBER: CA-490-01-AC

DATE OF LOSS: 4/12/01

DATE PHOTOS TAKEN: 4/16/01

PHOTO NUMBER: 4

DESCRIPTION: Dash area.



CENTRAL AROOSTOOK APPRAISAL SERVICE INC.



PHOTO NUMBER: 5

DESCRIPTION: Right front corner.

INSURED/OWNER: [REDACTED]

COMPANY CLAIM NUMBER: [REDACTED]

OUR FILE NUMBER: CA-490-01-AC

DATE OF LOSS: 4/12/01

DATE PHOTOS TAKEN: 4/16/01

PHOTO NUMBER: 6

DESCRIPTION: Wiring and harness damage.



CENTRAL AROOSTOOK APPRAISAL SERVICE, INC.



PHOTO NUMBER: 7

DESCRIPTION: Right rear corner.

INSURED/OWNER: [REDACTED]

COMPANY CLAIM NUMBER: [REDACTED]

OUR FILE NUMBER: CA-490-01-AC

DATE OF LOSS: 4/ 12/ 01

DATE PHOTOS TAKEN: 4/ 16/ 01

PHOTO NUMBER: _____

DESCRIPTION: _____

Masardis Fire Department

P.O. Box 5
Moose Lake, Maine 04759

April 22, 2001

CU YORK
P.O. Box 1719
304 Hancock Street
Bangor, Maine 04402-1719

RE: Claim Number [REDACTED]

Vehicle fire was reported at approximately 10:20 P.M. I arrived on scene within 5 minutes to find ford pickup completely involved. Dodge pickup belonging to [REDACTED] was parked beside [REDACTED] truck and received heat damage (peeled paint, melted mouldings etc). Origin of fire was undetermined. Masardis Fire Department responded with one engine, one equipment truck and six men. We remained on scene for one hour and requested Ashland Ambulance to treat [REDACTED] a resident of [REDACTED] Road, who complained of inhaling smoke while trying to move one of the vehicles. If I can be of more assistance please call me at 435-6171.

Sincerely,

Steven Sherman
Steven Sherman, Fire Chief

Masardis Fire Department
FIF FIELD NOTES

INCIDENT NO.: 03 4/27/71 TIME 10:20 PM

INCIDENT ADDRESS: [REDACTED]

OCCUPANT(S) NAME(S): [REDACTED]

OWNER: [REDACTED]

OWNER'S ADDRESS: [REDACTED] Brooksville

INCIDENT: Fire Rescue False Alarm Public Service Other

BUILDING: Type _____ Height _____ Floor Area _____ Age _____

VEHICLE: Year 1976 Make Ford Model 3 Style PU
Blade Knight 1974 Dodge PU 642-230

DISPATCHER INFORMATION: _____

OBSERVATIONS ON ARRIVAL: Ford PU fully involved

FIRE DISCOVERER: Name _____ Address _____

COMMENTS: [REDACTED]

WITNESSES: Name _____ Address _____

INJURIES: Type _____ Name _____ Address _____

DEATH(S): Name _____ Address _____

AREA OF ORIGIN: Floor _____ Room _____ Pt. w/in Room _____

SOURCE OF IGNITION: Equipment _____ Form of Heat _____

OF EQUIPMENT: Year _____ Make _____ Model _____ Ser. No. _____

MATERIAL IGNITED: Type _____ Form _____

ACT OR OMISSION: _____

FACTORS CONTRIBUTING TO FIRE SPREAD: Non-Fire Stopped Walls _____ Open Stairs _____

Open Shafts _____ Type of Fuel _____ Stock Arrangement _____

Poor Water Supply _____ Design Deficiencies _____

METHOD OF EXTINGUISHMENT: water / foam No. & Size of Streams 1 - 1 1/2"

FORCIBLE ENTRY: Door _____ Window _____ Roof _____ Other _____

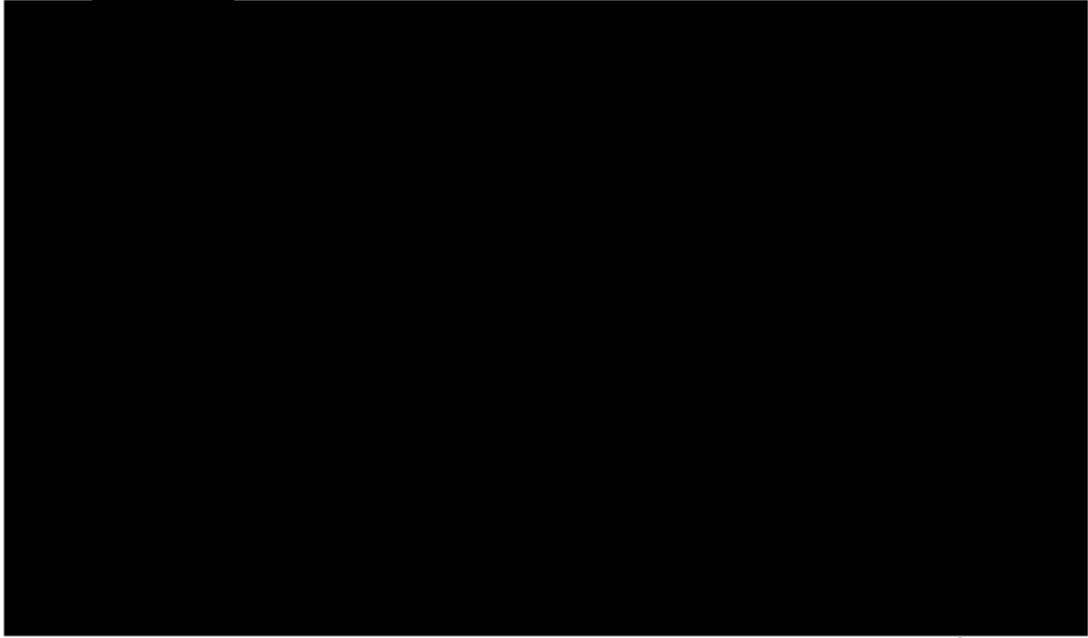
VENTILATION: Door _____ Window _____ Roof _____ Other _____

ESTIMATED VALUE: Building _____ Contents _____ Equipment _____

ESTIMATED FIRE LOSS: Building _____ Contents _____ Equipment _____

INSURANCE: Agent _____ Address _____ Amount _____

out 10:20 PM in 11:45 PM SLS



99CI10139

DISTRICT CLERK
NO.

3

[REDACTED]

P 239

IN THE DISTRICT COURT

131st JUDICIAL DISTRICT

VS.

MC COMBS HFC, LTD., d/b/a
RED MC COMBS FORD AND FORD MOTOR COMPANY

BEAR COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now come [REDACTED] hereinafter referred to as Plaintiffs, file this Plaintiffs' Original Petition, still complaining of MC COMBS HFC, LTD., d/b/a RED MC COMBS FORD and FORD MOTOR COMPANY, hereinafter referred to as Defendants, and for cause of action, Plaintiffs respectfully show unto the court as follows:

I.

PARTIES

Plaintiffs, [REDACTED] are consumers as defined by Chapter 17 of the Texas Business and Commerce Code.

Defendant, MC COMBS HFC, LTD., d/b/a RED MC COMBS FORD (hereafter "MC COMBS"), does business in San Antonio, Bexar County, Texas and may be served through its registered agent GARY V. WOODS at 9000 TESORO, SUITE 122, SAN ANTONIO, TEXAS 78217 BY PRIVATE PROCESS.

Defendant, FORD MOTOR COMPANY (hereafter "FORD"), is a foreign corporation doing business under the laws of the State of Texas, and may be served through its registered agent C.T. CORPORATION SYSTEM at 350 N. ST. PAUL STREET, DALLAS, TEXAS 75201, BY CERTIFIED MAIL- RETURN RECEIPT REQUESTED.

II.

VENUE

Venue is proper in Bexar County, Texas, because said county is the county where all or a substantial part of the events or omissions giving rise to

Plaintiffs' cause of action arose [Section 15.002(a)(1), Civil Practice and Remedies Code]; because Bexar County is the county where Defendant, MC COMBS, has its principal office in this state [Section 15.002(a)(3), Civil Practice and Remedies Code]; and because venue is proper as to one Defendant, it is proper as to remaining Defendants [Section 15.005, Civil Practice and Remedies Code].

III.

NOTICE

Plaintiffs have given Defendants notice, as required by Section 17.303, Texas Business and Commerce Code, and have complied with all conditions precedent to the filing of this suit and to the recovery of damages and attorney's fees in this cause of action.

IV.

FACTUAL ALLEGATIONS

HERETOFORE, [REDACTED] purchased a 1995 Ford F-150.

Said vehicle was manufactured/distributed by FORD, and as the manufacturer/distributor of the vehicle, FORD is liable for Plaintiffs' damages because privity is not required between a consumer Plaintiff and a Defendant manufacturer for said Defendant to be liable; Mobility Homes of Texas, Inc. v. Shivers, 557 S.W. 2d 77 (Texas 1977).

As well as representing the vehicle to be a good quality motor vehicle and a dependable form of transportation, Defendants provided express and implied warranties that the vehicle was manufactured in a good and workmanlike manner, and that repair services would be performed in a good and workmanlike manner. Such was not the case. After purchasing the vehicle, Plaintiffs discovered it was not as represented by Defendants, but, on the contrary, had a defective fuel system and other problems. This defect was reported to Defendants, and though

attempts to repair were made, any alleged repairs were not satisfactory in that the fuel system was not properly inspected or repaired. Specifically, Defendants failed to properly inspect or diagnose the fuel system problems.

Ultimately, on or about July 17, 1997 the Plaintiff, [REDACTED] was driving the Ford F-150, obeying the posted speed limit on a county road, when the vehicle burst into flames. Plaintiff [REDACTED] was severely burned.

V.

VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

Defendants' acts in selling, manufacturing, and distributing the motor vehicle to [REDACTED] in the condition in which it was sold, and in misrepresenting the quality of the vehicle and the quality of any alleged repairs amount to false, misleading, and deceptive acts and practices in the conduct of trade and commerce, and are violative of Section 17.46(b) (5), (7), and (21), as well as Section 17.50(a) (1), (2), and (3) of the Texas Business and Commerce Code, all of which have been the producing cause of Plaintiffs' damages in that when Plaintiffs purchased the vehicle in question they were provided both express and implied warranties by Defendants that the vehicle was manufactured in a good and workmanlike manner, that defects in material and workmanship would be properly repaired and that repairs would be performed in a good and workmanlike manner; Plaintiffs were further assured by Defendants that the vehicle was safe to drive on the streets and highways thus Defendants expressly and impliedly represented to Plaintiffs that the vehicle they purchased had characteristics and benefits that it did not have because said vehicle and its fuel system and the repairs performed thereon were not safe all in Violation of Sections 17.46b 5 and 7 Texas Business and Commerce Code because the fuel system and the repair work on said vehicle did not meet the uses, benefits and high

standards and quality as represented by Defendants. Moreover, Defendants as shown on work orders kept and maintained by Defendant MC COMBS and warranty payments made by Defendant FORD represented that work and services had been performed on the fuel system and the work and services was not performed all of which conduct has been and is the producing cause of Plaintiffs' damages as more fully shown hereafter.

VI.

UNCONSCIONABLE CONDUCT

Further, Defendants' acts in selling, distributing and marketing said vehicle to Plaintiffs in its defective state and Defendants' failure to repair said defects on the occasions when Plaintiffs took the vehicle to Defendants for fuel system repairs took advantage of Plaintiffs' lack of knowledge, ability, and experience as to be grossly unfair, and, therefore, amounted to unconscionable actions and an unconscionable course of action in violation of Section 17.50(a) (3), Texas Business and Commerce Code. Such conduct was a producing cause of Plaintiffs' damages.

VII.

KNOWING CONDUCT/INTENTIONAL CONDUCT

Plaintiffs assert that the actions committed by Defendants herein were committed knowingly and/or intentionally as these terms are defined at Chapter 17, Texas Business and Commerce Code.

VIII.

BREACH OF EXPRESS AND IMPLIED WARRANTIES OF GOOD WORKMANSHIP

Defendants breached express and implied warranties that the vehicle sold to Plaintiffs was manufactured and repaired in a good and workmanlike manner because the vehicle was neither manufactured nor repaired in a good and

workmanlike manner. This warranty cannot be waived or disclaimed, as such would be violative of Section 17.42, Texas Business and Commerce Code, and any waiver/disclaimer would nevertheless be of no force and effect because it was neither conspicuous, nor were the Plaintiffs aware of such waiver/disclaimer; Melody Homes Mfg. Co. v. Barnes, 741 S.W. 2d 350 (Texas 1987).

IX.

PRODUCTS LIABILITY

This action is also brought because of severe injuries and damages suffered by Plaintiff, [REDACTED]. The subject product was purchased or otherwise acquired and delivered to Plaintiffs and distributed by Defendants. Defendants intended and expected that the said vehicle so introduced into and passed on in the stream of commerce and/or through course of trade would ultimately reach a consumer or user such as Plaintiffs in the condition in which it was originally sold, and, on the occasion in question, Plaintiff, [REDACTED] used the product which caused him to sustain the injuries which are the cause of this lawsuit.

Plaintiffs will show that the vehicle was marketed, and distributed by Defendants with a defective composition and/or makeup; to wit, defective fuel system and other problems. Additionally, there were defects and unreasonably dangerous conditions with respect to the marketing and manufacture of the product itself specifically in the fuel system which conditions were defective and by its very nature created a dangerous condition in the operation of the vehicle and which condition was called to the attention of Defendants and Defendants failed to correct that condition. Defendants failed to give adequate warnings and instructions to the Plaintiffs, the general public, or its duly authorized dealers, distributors, and/or sellers with respect to the hazardous nature and/or effects of the defective fuel system in question. Upon the trial of this case,

Plaintiffs will show that the matters described above created defects and unreasonably dangerous conditions with respect to the marketing and distribution of the product in question and being used by consumers. Such defects and unreasonably dangerous conditions specifically the defective fuel system were the producing and/or proximate cause and caused Plaintiffs' injuries.

X.

NEGLIGENCE

Defendant FORD was negligent in the marketing, and/or distribution of the product in question, and such negligence proximately caused the resulting injuries, and damages herein that Defendants FORD and MC COMBS failed to properly inspect the fuel system for flaws and leaks and other defects. Such conduct was the proximate cause of Plaintiffs' injuries as more fully alleged hereafter. Moreover said conduct and failure to inspect amounted to gross negligence on the part of Defendants entitling Plaintiffs to punitive damages from Defendants because the failure to inspect the fuel system involved an extreme degree of risk and Defendants had actual subjective awareness of the risk involved yet nevertheless were consciously indifferent to the risk involved.

XI.

BREACH OF WARRANTY OF MERCHANTABILITY

Plaintiffs will show that the Defendants in this case qualify as "sellers," as that term is defined at Section 2.314 of the Texas Uniform Commercial Code, and that Defendants violated the applicable provisions of the Texas Uniform Commercial Code, including Section 2.314, Texas Business and Commerce Code, V.A.T.S.

The warranty of merchantability at Section 2.314, Texas Business and Commerce Code, provides that goods shall be merchantable if they are at least "fit for the ordinary purposes for which such goods are used." Plaintiffs assert that Defendants breached the implied warranty of merchantability because the product in question was not fit for its ordinary purpose, and that such breach of warranty caused or was a producing and/or proximate cause of the injuries and damages sustained by the Plaintiffs.

XII.

DAMAGES

Plaintiffs damages are in an amount within the jurisdictional limits of the court and Plaintiffs will show they are entitled to recover damages for the physical pain and suffering and mental anguish, endured by [REDACTED] and for reasonable and necessary ambulance expenses and medical expenses, incurred on behalf of the Plaintiff, [REDACTED]. Additionally, Plaintiffs allege that since their injuries were caused by the gross neglect of the Defendants as stated above exemplary damages are properly recoverable.

Plaintiffs would further show that as a result of Defendants' conduct, Plaintiffs have suffered in the past, and, in reasonable probability, will suffer in the future, the following elements of damages:

- (1) Reasonable and necessary medical bills incurred in the past;
- (2) Reasonable and necessary medical bills incurred in the future;
- (3) Physical pain and suffering in the past;
- (4) Physical pain and suffering in the future;
- (5) Physical impairment and disfigurement suffered in the past;
- (6) Physical impairment and disfigurement suffered in the future;

- (7) Loss of consortium by Plaintiff [REDACTED] suffered in the past due to the injuries suffered by Plaintiff, [REDACTED]
- (8) Loss of consortium by Plaintiff, [REDACTED] suffered in the future due to the injuries suffered by Plaintiff, [REDACTED]
- (9) Lost earnings suffered by Plaintiff, [REDACTED]

Finally, Plaintiffs assert they are entitled to recover additional statutory damages in an amount a jury may award, as authorized by the Texas Business and Commerce Code, upon a finding by the trier of fact that Defendants' conduct was committed knowingly and/or intentionally.

XIII.

ATTORNEY'S FEES


Plaintiffs have had to engage the services of the undersigned attorney to protect their rights, and, as such, are entitled to recover reasonable and necessary attorney's fees for the preparation and for the trial of this case, as well as for appeal, if appeal becomes necessary.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon final hearing of this case, that Plaintiffs be awarded the damages set out herein, including Plaintiffs' actual damages and mental anguish damages; exemplary damages and/or additional statutory damages; reasonable and necessary attorney's fees; costs of court; prejudgment and post-judgment interest; and all other relief, both general and special, at law or in equity, to which Plaintiffs may show themselves justly entitled.

RESPECTFULLY SUBMITTED,

LAW OFFICE OF PETER TORRES, JR.
A PROFESSIONAL CORPORATION



PETER TORRES, JR.
TX BAR CARD NO. 20144000
ROB HUONES, JR.
TEXAS BAR NO. 00790932
334 W. MULBERRY AVENUE
SAN ANTONIO, TX 78212
210/737-2672 (TELEPHONE)
210/737-9358 (FACSIMILE)
TEXAS BAR NO. 00790932

PTJL/JP
C:\MS\OFFICE\BIDGNY

LAW OFFICE OF PETER TORRES, JR.

A PROFESSIONAL CORPORATION
334 W. MULBERRY AVENUE
SAN ANTONIO, TEXAS 78212
PHONE: 210/737-2672
FACSIMILE: 210/737-9358

PETER TORRES, JR.
ATTORNEY AT LAW

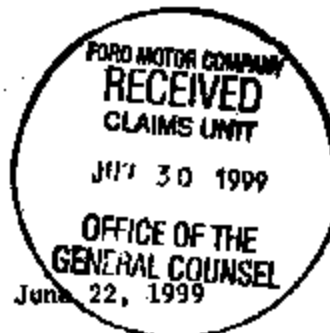
BOARD CERTIFIED SPECIALIST
TEXAS BOARD OF LEGAL SPECIALIZATION

CIVIL TRIAL LAW

CONSUMER LAW

ROB HUGHES, JR.
ATTORNEY AT LAW

TINA TORRES
ATTORNEY AT LAW



RED MC COMBS
8333 IH-10
SAN ANTONIO, TEXAS 78230

CERTIFIED MAIL-RNR

FORD MOTOR COMPANY
3 PARKLANE BLVD.
PARKLANE TOWERS WEST, SUITE 514
DEARBORN, MICHIGAN 48126-2568

CERTIFIED MAIL-RNR

RE: [REDACTED] DATE OF ACCIDENT JULY 17, 1997

Dear Sir/Madam:

I represent [REDACTED] whose 1995 Ford F-150 pickup burst into flames which [REDACTED] was driving it on July 17, 1997.

[REDACTED] suffered tragic injuries in the fire which resulted from fuel problems that had been reported to you but had not been repaired by reason of the defective design of the Ford truck that had been worked on by Red Mc Combs Ford. Pursuant to Chapter 17 of the Texas Business and Commerce Code, we are hereby placing you on notice that if the matters of which we complain are not settled within sixty (60) days, we will file suit seeking recovery of actual damages, attorney's fees and any additional damages that a jury may award.

My clients' complaints are that the vehicle was purchased based on advertising and representations that they were purchasing a good quality motor vehicle, and that it was dependable and suitable for the purposes for which it was bought. Nevertheless, fuel problems occurred and, though reported to the dealer, warranty repairs were not performed.

Both the misrepresentations about the quality of the vehicle and repairs amount to misrepresentations and violations of Sections 17.46 (b) 5, 7, 9, 12, 19, 21, and 23, as well as 17.50 (a) 1, 2, and 3 of the Texas Business and Commerce Code. Moreover, the tragic occurrence that resulted from the fire was the result of the defective design, manufacture, and marketing of the product in question.

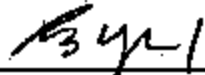
My clients have sustained losses in excess of \$1,500,000.00 and attorney's fees incurred to date in excess of \$3,000.00.

Should this matter not be resolved before the expiration of sixty (60) days, I will seek for my clients the above damages, attorney's fees and any additional damages that a jury may award.

I look forward to hearing from you at your first opportunity.

Very truly yours,

LAW OFFICES OF PETER TORRES, JR.
A PROFESSIONAL CORPORATION



ROB HUGHES, JR.

RHLR/jp
Enc.

cc: Mr. and Mrs. Jack Ridgway



VEHICLE SUPPLY
CENTER



P.O. BOX 10338 * LYNCHBURG, VA 24506 ** 2001 SEP 21 A 11:

Ford Motor Company
16800 Executive Plaza Dr.
P.O. Box 6248
Dearborn, MI 48121



OUR INSURED : [REDACTED]
OUR CLAIM NUMBER : [REDACTED]
DATE OF ACCIDENT : 09-13-2001

AUTOMOBILE-01 FORD F150 XL
VIN# 1FTRX18W81N [REDACTED]

Our insured's automobile was totaled by fire. We are still in the process of investigating the cause and origin of the same. This letter is to notify you regarding the stated incident for possible subrogation purposes. Upon completion of our investigation, we will advise you accordingly.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Jeanie Anderson
Claims Department
(804)237-7425

- 9/13/01
- 101 F150
- VIN

Virginia law requires the following: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NAE-0000-01

ENG-025-1C1-2704



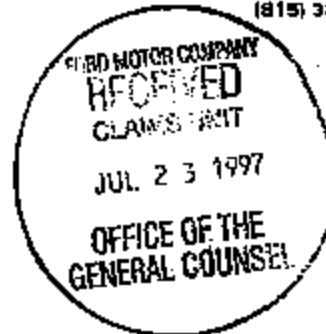
State Farm Insurance Companies



July 15, 1997

State Farm Claim Office
7404 Cherry Vela North Boulevard
P.O. Box 5526
Rockford, IL 61125-0526
(815) 332-8500

Ford Motor Company
Attn: Howard Keyes -Mgr-Claims Dept.
Parklane Tower Est, Suite 300
3 Parklane Blvd., Dearborn, MI 48126




RE: Claim Number: [REDACTED]
Insured: [REDACTED]
Date of Loss: June 19, 1997
Your Reference: 1995 Ford F150 VIN 1FTRF15N7SLA05258

Dear Mr. Keys:

The identified truck is insured by State Farm Mutual Automobile Insurance Company. This truck experienced a fire.

State Farm would like to give you an opportunity to inspect the truck and give you advance notice of our potential subrogation claim. Please contact me at the number shown to set up a time for your inspection.

Sincerely,


Lorena Liedrance
Claim Specialist
(815) 332-6552

State Farm Mutual Automobile Insurance Company

ENR-988-1C1-2785





Liberty Mutual Fire Insurance Company

6575 Snowdrift Rd Ste 101
Allentown PA 18106
Tel: (610) 398-9800 / (800) 521-0986
Fax: (610) 398-3930

DEC 13 2002

December 12, 2002

FORD MOTOR COMPANY
1 PARKLANE BLVD - PARKLANE TWRS E #300
DEARBORN MI 48126

ATTN: OFFICE OF THE GENERAL COUNSEL

OUR INSURED: [REDACTED]
CLAIM NUMBER: [REDACTED]
DATE OF LOSS: 10/27/2002
AMOUNT OF LOSS: \$ 324.02
LOCATION OF LOSS: CR N 1000 &
BROWNSBURG, IN

Dear Sir/Ms.:

The purpose of this letter is to inform you that as a result of this loss, Liberty Mutual Fire Insurance Company has paid damages to our Insured under their Automobile coverage.

Right of Subrogation Subrogation involves our right to recover from a negligent party the money we have paid on our Insured's behalf for property damage and related expenses.

Notice of Liability Since our investigation shows that this loss occurred due to negligence on your part, we shall expect you to reimburse us the amount shown above.

This letter is official notice of our claim against you for these damages.
Please Note: Any payments you may have made to our Insured will not relieve your responsibility to reimburse us.

EMIS-008-L01-2708

(over)

10/27/02
\$ 324.02
99-EXPEA
561903 (M)
VIN

If you Were Insured

If you had insurance at the time of this loss, we ask that you do the following:

- promptly notify your insurance carrier of this claim notice;
- *please advise us* that you are doing so and we will communicate directly with that company

If You Were Not Insured

We will be happy to work with you in establishing a convenient payment plan. Please contact me right away at the number listed above, extension 438.

I appreciate your prompt response to this notice. If you have any questions about this letter, please feel free to call me.

Sincerely,

LYNN KRAMER
Subrogation Department

Enclosure

*****THIS APPEARS TO BE A MANUFACTURERS DEFECT AS THERE WERE NO SIGNS OF IMPACT TO THE MIRROR. THE GLASS FELL OUT WHILE THE INSURED WAS DRIVING THE VEHICLE.**

EQRS-005-LC1-2787



EA05-805-LC1-2788



EA85-685-LC1-2768



State Farm Insurance Companies®



Cypressview Fire Claims
7401 Cypress Gardens Blvd.
Winter Haven, FL 33888

February 20, 2003

Shawn Norton
Legal - Corporate Counsel
Ford Motor Company
One American Road
Dearborn, MI 48126-2796

RE: Claim Number: [REDACTED]
Policy Number: [REDACTED]
Insured: [REDACTED]
Insured Location: [REDACTED]
Date of Loss: Mulberry, FL
02-15-03 [REDACTED]

Dear Ms. Norton:

This correspondence serves as notice to Ford Motor Company that on the above mentioned date our policyholder [REDACTED], a named insured and her husband [REDACTED] suffered a severe fire loss to their home which resulted in major structural and personal property damages.

It is believed that their 2001 Ford Expedition (VIN: 1FMRL15W01L [REDACTED]) may have played a critical part in the fire loss. The vehicle was parked under the carport at approximately 3:00am and by 3:30am their son awoke to flames and smoke which quickly traveled throughout the house.

As a result of this damage, the home is uninhabitable. We have located a rental home for the policyholder and her family until it is determined if the insured property will be a total loss or if it is capable of being repaired.

State Farm Florida Insurance Company has requested the assistance of a cause and origin fire consultant to determine the cause of the blaze. We are also requesting that Ford Motor Company send an inspector to examine the vehicle to see the damage first-hand and determine what role the vehicle played in causing the fire at our insured's property.

Please contact me as soon as possible to advise when State Farm can expect an inspection by your company as our policyholder is extremely anxious. I, as a company representative, would also like to be present during the inspection.

We look forward to hearing from you soon in an effort to expedite this matter. Thank you for your prompt attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Anita McDonald".

Anita McDonald
Claim Representative
863-318-4147 phone
863-318-4157 fax

State Farm Florida Insurance Company



March 29, 2005

316546
M.L. 11/11
PROGRESSIVE
APR 06 2005
5901 Shelby Oaks Drive, Suite 200
Memphis, TN 38134
Telephone: 901 379-3300
Facsimile: 901 377-8030
progressive.com

**CERTIFIED AND REGULAR MAIL
RETURN RECEIPT REQUESTED**

Ford Motor Company
Consumer Affairs
PO Box 6248 MD-3NE-B
Dearborn, MI 48126

RE:

VEHICLE: 2001 Ford F-150
VIN#: 1FTRW08L81K [REDACTED]
OWNER: [REDACTED]
OPERATOR: Heather Wheeler
DATE OF LOSS: 3/19/05
CLAIM#: [REDACTED]

To whom it may concern:

I represent Progressive Insurance Company's Auto Fire/Auto Theft Unit. The above vehicle was involved in a fire of alleged unknown origin. The loss occurred in Marvell, Arkansas.

In order to determine the cause of fire, including a determination as to whether any defect in the vehicle was in existence at the time of the loss, a representative of Progressive Insurance Company, will conduct an inspection and testing of the vehicle. This inspection will take place at Moon's Wrecker Service at 6623 Hwy 316 S., Marvell, AR 72366.

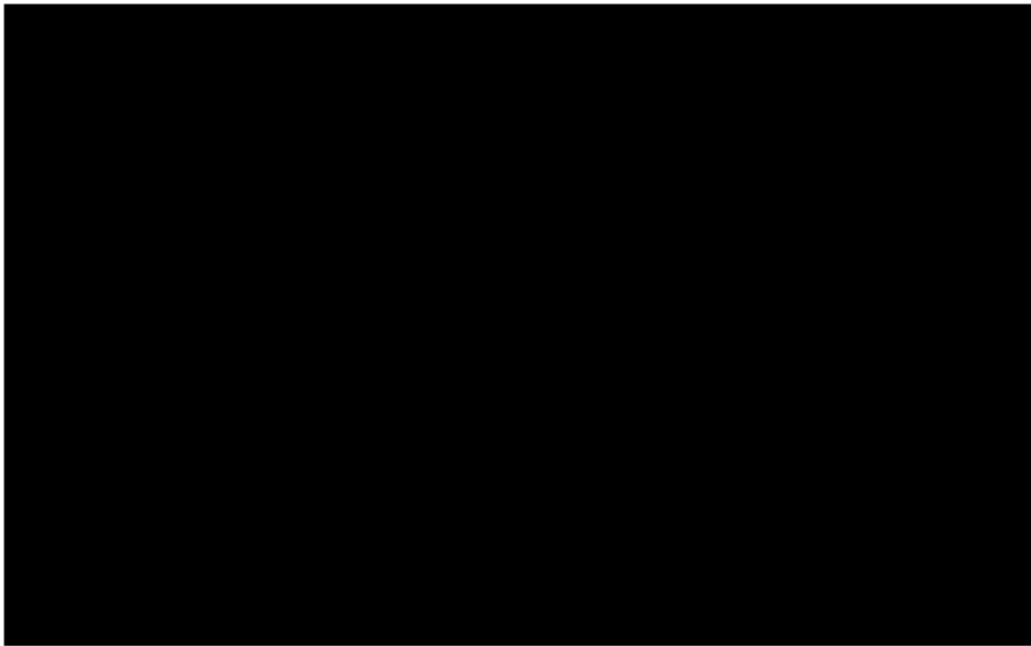
As the repairer has an interest in this matter, from both a safety precaution standpoint and as a potential defendant in litigation, you are invited to have an expert attend and participate in the inspection and testing procedures.

We have set the time for the C & O for April 12, 2005 at 10:00 a.m. If you have any questions pertaining to this matter, you may contact the undersigned at (901) 379-3368. Please note that if you choose not to participate in the inspection, you will forfeit any right to subsequently claim prejudice under Nally v. Volkswagen, Inc. 405 Mass 191 (1989).

Sincerely,

Daryl Leflore
Claims Representative

EG05-005-LG1-2711



State Farm Insurance Companies®



Montgomery Service Center
P.O. Box 210158
Montgomery, AL 36121-0158
Telephone: (334) 213-1000

March 9, 2005

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

FORD MOTOR COMPANY
PARKLANE TOWERS WEST SUITE 400
3 PARKLANE BOULEVARD
DEARBORN MI 48126-2588

MAR 15 2005

Re: Claim Number [REDACTED]
Our Insured [REDACTED]
Date of Loss February 4, 2005
Vehicle 1998 Ford F150 Pickup
VIN 1FTRX18L1W [REDACTED]

Dear Sirs:

The above-mentioned 1998 Ford F150 is insured by State Farm Mutual Automobile Insurance Company. This 1998 Ford F150 experienced a fire loss.

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

Please contact me at (334) 213-1065 to set up a time for your inspection.

Sincerely,

Georgia Robertson
Claim Representative
Phone: (334) 213-1065
State Farm Mutual Automobile Insurance Company

MAR 15 2005

027/0309007AL

HOME OFFICES: BLOOMINGTON, ILLINOIS 61710-0001

ERR-885-LC1-2712

PRODUCED BY FORD



Thursday, February 17, 2005

FORD MOTOR COMPANY
PARKLAND TOWERS WEST #300
3 PARKLANE BLVD
DEARBORN, MI 48126

RECEIVED
FEB 23 2005

Re: **PRODUCT DEFECT CAUSED VEHICLE FIRE AND RESULTING DAMAGES.**
VIN: 1FMEU1762VL [REDACTED]
Year: 1997
Make: FORD
Model: EXPEDITION
Our Insured: [REDACTED]
Address: PO BOX 2717, HOUMA, LA [REDACTED]
Phone No.: [REDACTED]
Our Claim No: [REDACTED]
Date of Loss: 11-21-04
Damages: \$ 8,518.88

OFFICE OF THE
DIRECTOR OF INSURANCE
FEB 25 2005

NOTICE OF SUBROGATION CLAIM

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

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

Please acknowledge receipt of my subrogation demand and forward your payment of \$8,518.88 to my attention, payable to "Progressive Security Insurance Company, as subrogee of [REDACTED] and mail to my attention [REDACTED] Richmond Hts., OH [REDACTED]

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

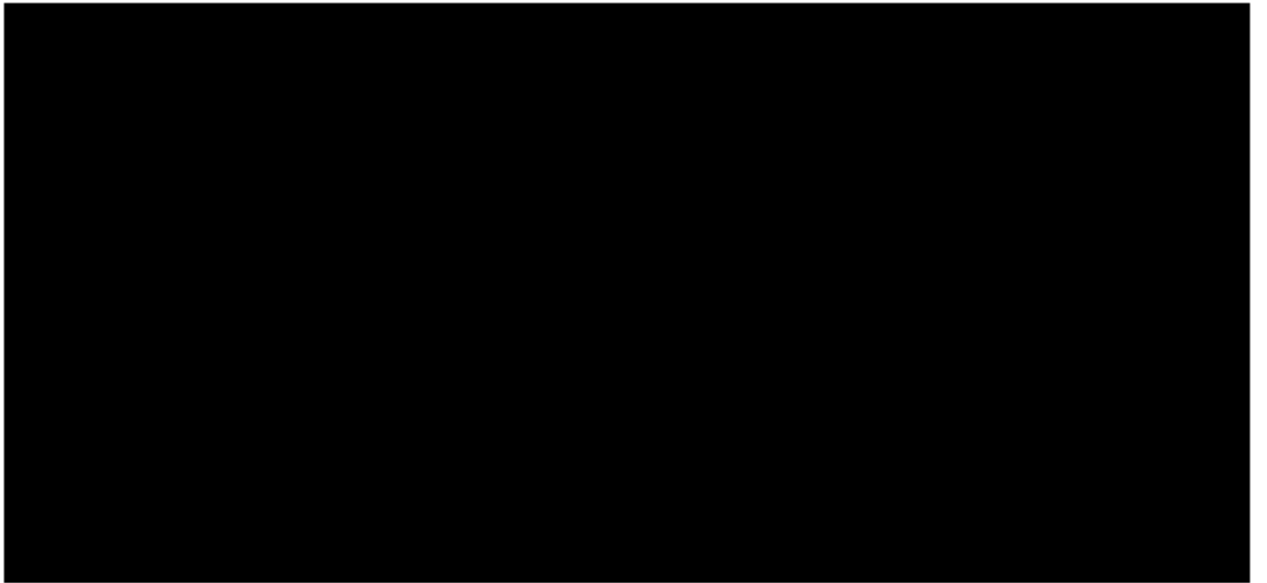
Thank you for your anticipated cooperation.

Progressive Security Insurance Company

William P. Kienzi
Subrogation Representative
(440) 603-7967

EMMS-809-LC1-2713

PRODUCED BY FORD





- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Insurance Company
- GEICO Casualty Insurance Company

One GEICO Blvd. • Fredericksburg, VA 22406-9900

PAYMENT RECOVERY NOTICE

FORD MOTOR COMPANY
 PARKLANE TOWERS WEST
 3 PARKLANE BLVD, STE 300
 DEARBORN, MI 48126-2568

Date: 03/09/2005

Our File #: 016254753-0101-025

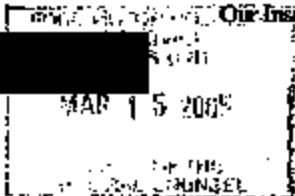
Our Insured: RANDOLPH NARISCO

Your Insured/Driver: [REDACTED]

Your File #: UNKNOWN

Your Vehicle: Tag #: [REDACTED]

Date of Loss/Location of Loss: 10/15/01



**WHEN RESPONDING-
 PLEASE REFER TO OUR
 CLAIM NUMBER.**

Our investigation shows your insured to be at fault for this accident.

- 1. Repair or replacement of our vehicle has been concluded. Our subrogation claim will be forwarded. Please support our interest.
- 2. Payment for repairs has been made. Documentation is attached. Please honor our claim.
 CO's Interest: \$3,175.30 Insured's Deductible: \$250.00 Towing: \$
 Rental: \$ Total: \$3,425.30
- 3. Our Vehicle was declared a total loss. Documentation is attached. Please honor our claim.
 Amount paid to Insured: \$ Insured's Deductible: \$
 Net Salvage Recovery: \$ Rental: \$
 Towing/Storage: \$ Total: \$
- 4. We have subrogation rights for no fault benefits paid. Our documentation is attached. Please honor our claim.
 Medical: \$ Wages: \$ Others: \$ Total: \$
- 5. Since notifying you on [REDACTED] of our subrogation claim, we have paid additional damages of [REDACTED]. Please include this in your payment to us. Documentation is attached. Our Total Claim is \$ [REDACTED]
- 6. Documentation of our claim was sent to you on [REDACTED]. When may we expect payment?
- 7. Arbitration was filed and a decision was rendered in our favor on [REDACTED]. Total award is \$ [REDACTED]. When may we expect payment?
- 8. Please make your check payable to:
 GEICO
 GEICO General Insurance Company
 GEICO Casualty
 GEICO Indemnity Company

ATTN: CASHIERS
 P.O. BOX 96008
 WASHINGTON, DC 20090-6008

**Please pay our insured directly for out of pocket rental of \$ [REDACTED]

THANKS FOR YOUR PROMPT ATTENTION.

PAYMENT RECOVERY EXAMINER: Angie Jackson
 PHONE: (544) 286-4684
 FAX: (561) 244-0881

ER05-005-LC1-2714

AD Query

Estimate Photo 06 for Claim Number 0162547530101025-01-00

Photo date:26/10/2001 12:16:06:00 Size:38552

Description:

Insured:

Policy Number

Vehicle:1, FORD, F150 4X4 SUPERCREW

VIN:1FTRW08L81K

Loss date:10/15/01

Estimator:N/A



AD Query

Estimate Photo 05 for Claim Number [REDACTED]

Photo date:26/10/2001 12:15:56:00 Size:41540

Description:

Insured: [REDACTED]

Policy Number: [REDACTED]

Vehicle:1, FORD, F150 4X4 SUPERCREW

VIN:1FTRW08L81K [REDACTED]

Loss date:10/15/01

Estimator:N/A



[REDACTED]

AD Query

Estimate Photo 04 for Claim Number [REDACTED]

Photo date:26/10/2001 12:15:55:00 **Size:**28456
Description:
Insured:[REDACTED]
Policy Number:[REDACTED]
Vehicle:1, FORD, F150 4X4 SUPERCRBW
VIN:1FTRW08L81K[REDACTED]
Loss date:10/15/01 [REDACTED]
Estimator:N/A



[REDACTED]

03/09/2005

ERG-001-LCL-2717

AD Query

Estimate Photo 04 for Claim Number [REDACTED]

Photo date:26/10/2001 12:15:55:00 Size:28456

Description:

Insure [REDACTED]

Policy Number: [REDACTED]

Vehicle:1, FORD, F150 4X4 SUPERCREW

VIN:1FTRW08L81K [REDACTED]

Loss date:10/15/01 [REDACTED]

Estimator:N/A



[REDACTED]

AD Query

Estimate Photo 03 for Claim Number [REDACTED]

Photo date:26/10/2001 12:15:55:00 Size:35176

Description:

Insured [REDACTED]

Policy Number:0WW84420

Vehicle:1, FORD, F150 4X4 SUPERCREW

VIN:1FTRW08L81K [REDACTED]

Loss date:10/15/01 [REDACTED]

Estimator:N/A



AD Query

Estimate Photo 01 for Claim Number [REDACTED]

Photo date:26/10/2001 12:15:54:00 Size:26864

Description:

Insured [REDACTED]

Policy Number [REDACTED]

Vehicle:1, FORD, F150 4X4 SUPERCREW

VIN:1FTRW08L81K [REDACTED]

Loss date:10/15/01

Estimator:N/A



[REDACTED]

AD Query

Estimate Photo 02 for Claim Number [REDACTED]

Photo date:26/10/2001 12:15:54:00 Size:21220

Description:

Insured [REDACTED]

Policy Number: [REDACTED]

Vehicle:1, FORD, F150 4X4 SUPERCREW

VIN:1FTRW08LB1K [REDACTED]

Loss date:10/15/01

Estimator:N/A

