



LAW OFFICES OF
ALLEN, KOPET & ASSOCIATES, PLLC

REPLY TO ATLANTA OFFICE:

P.O. Box 724077
Atlanta, GA 31139
(770) 435-7260 telephone
(770) 432-3512 fax

RECEIVED MAR 14 2003

P
March 11, 2003

CHATTANOOGA OFFICE
P.O. Box 23583
Chattanooga, TN 37422
(423) 899-8810 p
(423) 899-9028 f

JACKSON OFFICE:
P.O. Box 2385
Jackson, TN 38302
(731) 668-2280 p
(731) 668-3652 f

KNOXVILLE OFFICE:
9131 Cross Park Dr.
Suite E-435
Knoxville, TN 37923
(865) 694-3460 p
(865) 694-8367 f

NASHVILLE OFFICE:
P.O. Box 110099
Nashville, TN 37222
(615) 376-2288 p
(615) 376-2608 f

ATLANTA OFFICE:
P.O. Box 724077
Atlanta, GA 31139
(770) 435-7260 p
(770) 432-3512 f

ORLANDO OFFICE:
255 S. Orange Ave.
Suite 1301
Orlando, FL 32801
(407) 540-9919 p
(407) 540-9989 f

TALLAHASSEE OFFICE:
P.O. Box 14269
Tallahassee, FL 32317-4269
(850) 385-5612 p
(850) 385-2679 f

Ford Motor Company
ATTN: Shawn L. Norton
Parklane Towers West; Ste. 300
3 Parklane Blvd.
Dearborne, ME 48126

RE: Property Damage to Ford Vehicle

Date of Fire: October 28, 2001

Insurance Company: [REDACTED]

Insured: [REDACTED]

Amount: \$10,155.35

CP
2/03

Dear Mr Norton:

This office represents the above insurance company which has made payments to its insured as the result of a fire that is referred to above. It is the opinion of such insurance company and the undersigned, that you will be accountable for the damages incurred in the above accident by the above-named insured. In fact, we have an expert that specifically holds that the fire in question was caused by fuel leakage due to damage that occurred during the installation of the fuel rail components at the time the vehicle was being manufactured. Therefore, this letter is to make a final demand upon you to make arrangements for payment of the above amount.

At this time, We are open to suggestions as to how you might pay this obligation. However, unless we hear from you within ten (10) days of the date of this letter, we will assume that you do not intend to voluntarily make payments, and we will not delay further collection efforts. We will advise our client of its full legal remedies against you. This may include filing an appropriate lawsuit against you. Therefore, it is of the utmost importance that you contact us at once

March 11, 2003
Page Two

regarding your intentions to take care of this matter so that further legal action and expense on your part will not be necessary.

Very truly yours,


ANGELA M. CIRINA
For the Firm

FAIR DEBT COLLECTION ACT ATTACHED

v:3262-07751\Tntem(#2 at Hickory Valley Rd. add) - 09-30-02

EN05-085-LC-3822

January 15, 2002

Ms. Sharyl Holcomb
Permanent General Insurance
110 James Drive, West Suite 118
St. Rose, LA 70087

Re: [REDACTED]
Claim [REDACTED]
ACE 0112051

RECEIVED

JAN 24 2002

By GA Claims

Dear Ms. Holcomb:

In accordance with your request on December 5, 2001, Association of Consultant Engineers, Inc. (ACE) has analyzed the fire loss that occurred on October 28, 2001. ACE was requested to determine the origin and cause of the fire that destroyed a Ford F150 pickup truck owned by [REDACTED].

On December 5, 2001, Robert C. Ballard (ACE Engineer) telephoned [REDACTED] and discussed the circumstances related to the fire loss. [REDACTED] informed Ballard that on the day of the fire, he had driven the vehicle to the store and towed a trailer. The vehicle had then been used while spreading seed, after which it had been parked along an electrified fence that enclosed his horses. After it was parked, the engine was turned off. [REDACTED] stated that he then went inside his residence and drank some water. When he stepped outside, he noticed smoke pouring out from under the hood of the truck. He telephoned 911 and rounded up his horses to prevent them from getting injured, with the Cedar Crossing Volunteer fire department arriving and extinguishing the fire. [REDACTED] stated that he had experienced no problems with the vehicle, which he had leased in April 1999, other than an incident when he had struck a deer. The damage that had occurred as a result of the accident had been repaired in 1999, with no indications of problems as a result of the accident. [REDACTED] also stated that there had been no odors or indications that a problem was developing on the day of the fire.

Ballard made arrangements for a site visit on December 7, 2001. [REDACTED] stated that he was unable to be present, and that Ballard could access the vehicle through a side gate. During the site visit a visual and photographic survey was made of the fire scene, including the interior and exterior of the vehicle.

Examination of the exterior of the vehicle revealed no evidence of damage to the tailgate, tail lights and rear bumper. The cab roof had been severely damaged by the fire, with the paint and surface coatings being burned away. There was no evidence of burning on the ground beneath the truck, or to the undercarriage (photographs 1 through 4).

The exterior of the truck bed showed evidence of heat damage near the cab, and slight damage near the tailgate. The interior of the bed was burned near the cab, with less

Ms. Sheryl Holcomb

Page 2

Claim [REDACTED]

damage near the tailgate. The rear tires were heat damaged on the tread facing the front of the vehicle and undamaged on the tread facing the rear of the vehicle. There was a dent in the fender well behind the rear tire on the driver side (photographs 5 through 10).

Examination of the front of the truck revealed the hood was missing. The grill was burned away, with debris from the radiator and fan on the ground beneath the grill area. The front tires were burned away, with uniform damage to the front fender and door on the passenger and driver sides of the truck, including the area encompassed by the extended cab (photographs 11 through 16).

Examination of the interior of the cab revealed all combustible materials had been consumed. The paint and protective coatings were burned away from the majority of the metal surfaces. The passenger and driver sides of the interior were uniformly burned, with no indications that the fire had originated in the front or rear seating areas (photographs 17 through 23).

Examination of the dashboard and firewall revealed the windshield had melted and folded over onto the top of the steering wheel and glove box. The center portion of the dashboard was burned away with evidence of severe heat damage to the center of the firewall. The interior surfaces of the passenger and driver doors were uniformly burned, with no evidence that the fire had originated in the area of the glove box or the steering wheel. The glass for the side windows had melted into the interior of the passenger and driver doors (photographs 24 through 33).

The dashboard wiring harness was burned apart in the center of the dashboard. There was evidence of melting of copper conductors to the left of the steering column. There was evidence of soot on the interior surface of the melted windshield glass that had folded over onto the top of the dashboard. There was evidence of melting of copper conductors in the burned out center section of the dashboard wiring harness (photographs 34 through 43).

Examination of the engine compartment revealed all of the combustible materials had been burned away. There was evidence of severe damage to the top of the engine with melting of aluminum components. A section of the battery cable was arced and fused to the center of the bulkhead. One of the stranded conductors for the battery cable was arced open in the area where it was fused to the bulkhead. The engine was uniformly burned from the top, down, with origin of the fire centered on the top of the engine, slightly forward of the center of the bulkhead (photographs 44 through 54).

Examination of the transmission fluid and engine oil levels revealed the levels were above the minimum required (photographs 55 through 57).

Examination of the NHTSA Recall, Complaints and Service Bulletins, revealed there had been a reported incident (#552180) of an engine failure with fire on 01/07/2000, an incident (#838894) in which the vehicle caught fire five minutes after the engine had been turned off on 04/14/1999, and a recall (#98V194000) of 1999 Ford F150 trucks in which there was a potential for engine fires in 1,700 trucks due to fuel leakage at a damaged fuel pressure regulator o-ring in the engine fuel rail.

Ms. Sheryl Holcomb

Page 3

Claim [REDACTED]

From the available evidence, it is the opinion of Association of Consultant Engineers, Inc., (ACE) that the fire that destroyed the 1999 Ford F150 truck being operated by Mark Webber was due to fuel leakage in the area of the fuel rail. The fuel leakage resulted in pooling of fuel at the top of the engine beneath the ignition module and above the engine manifold. The vapors from the pooled fuel were eventually ignited by any one of several ignition sources readily available inside the engine compartment. The fuel leakage was most probably due to a damaged fuel pressure regulator o-ring in the engine fuel rail, as indicated in the NHTSA recall of 1,700 Ford F150 trucks. The recall indicates the damage would have occurred during installation of the engine fuel rail by Ford Motor Corporation at the time the vehicle was manufactured. Ford Motor Corporation should be notified that the fire that destroyed this vehicle was caused by fuel leakage due to damage that occurred during the installation of fuel rail components at the time the vehicle was being manufactured by Ford Motor Corporation.

Respectfully submitted,

ASSOCIATION OF CONSULTANT ENGINEERS, INC.

Robert C. Ballard
Robert C. Ballard
Engineer

James W. Donnelly 1-15-02
James W. Donnelly, P.E.
Georgia Registration No. 10209

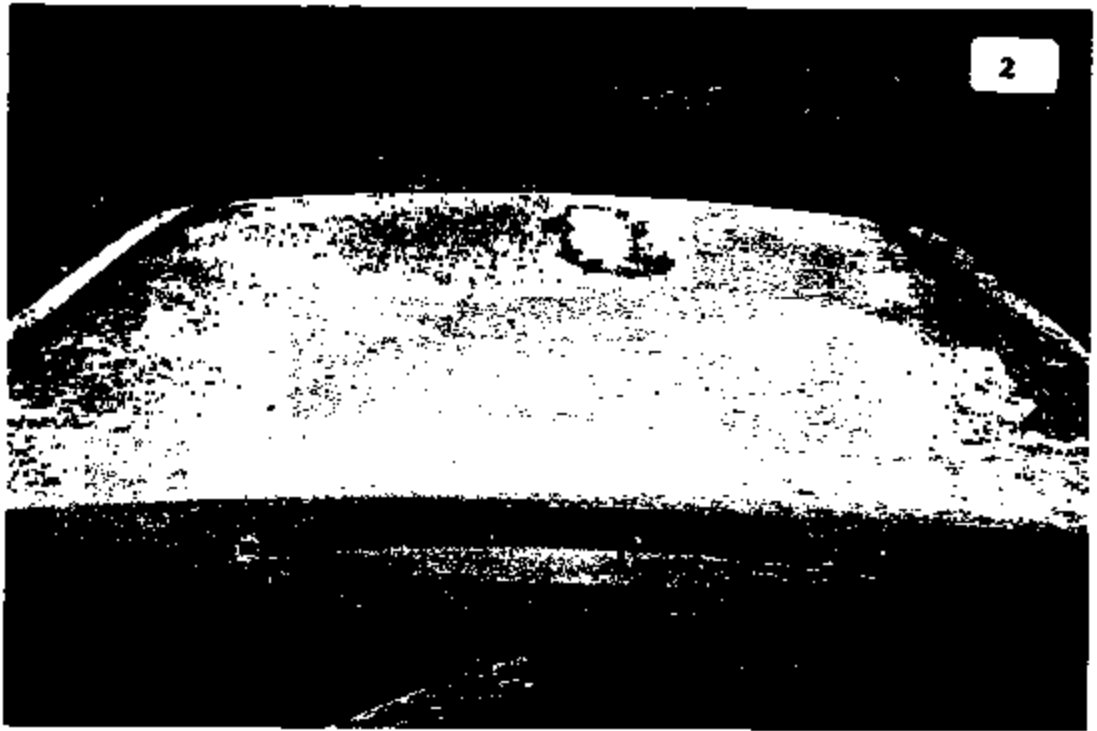
RCB:ino
Enclosure

**PHOTOGRAPHS TAKEN BY ASSOCIATION OF CONSULTANT ENGINEERS, INC.
 DECEMBER 7, 2001
 ACE 0112051**

#	Description
1	View of the rear of the 1999 Ford F150 pickup truck (VIN 1FTZX1725XN [REDACTED]) owned by [REDACTED]
2	View of the exterior of the cab roof. Note the uniformly burned roof.
3	View of the ground beneath the truck. Note the lack of burning beneath the truck bed.
4	View of the underside of the truck. Note the lack of burning under the cab.
5 and 6	Views from the rear of the vehicle showing the passenger and driver sides, respectively. Note the uniform damage to the sides and to the interior of the bed.
7 and 8	Views of the passenger and driver sides, respectively, of the truck. Note the uniform damage to the exterior of the bed, and to the exterior of the extended cab area beneath the side windows.
9 and 10	Views of the rear wheel well on the passenger and driver sides, respectively. The arrow points to a dent in the fender well on the driver side.
11 and 12	Views from the front of the vehicle showing the passenger and driver sides, respectively. Note the uniform damage to the sides and to the front of the vehicle.
13 and 14	Views of the front fenders on the passenger and driver sides, respectively. Note the uniform damage to the fenders, tires and rims.
15 and 16	Views of the passenger and driver sides, respectively, of the cab. Note the uniform damage to the exterior of the doors.
17 and 18	Views of the interior of the driver and passenger side jump seat areas, respectively, as viewed when looking through the side windows of the extended cab. Note the uniform damage to the jump seats.
19-21	Composite view of the interior of the cab, as viewed looking through the windshield. Note the uniform damage to the passenger and driver sides.
22 and 23	Views of the areas beneath the passenger and driver side jump seat areas, respectively. Note the uniform damage to seat frames.
24 and 25	Views of the interior of the driver and passenger sides, respectively, of the cab, as viewed through the side windows. Note the uniform damage to the steering wheel and glove box areas.

#	Description
26-27	Composite view of the cab interior on the passenger side. The arrow points to the area shown in photograph 31.
28-29	Composite view of the cab interior on the driver side. The arrow points to the area shown in photograph 30.
30	Close up view of the area shown in photograph 29. The arrow points to where the driver side window melted and pooled inside the door.
31	Close up view of the area shown in photograph 27. The arrow points to where the passenger side window melted and pooled inside the door.
32-33	Composite view of the interior of the cab, as viewed while looking through the rear window. Note the uniform damage to the steering wheel area (at arrow 1) and the glove box area (at arrow 2). The most severe damage is in the center of the firewall (at arrow 3).
34	Close up view of the steering wheel and surrounding area. Arrow 1 points to the area shown in photograph 39. Arrow 2 points to the area shown in photograph 41. Arrow 3 points to the area shown in photograph 42.
35	Close up view of the glove box and surrounding area.
36	View of the area to the left of the steering wheel. The arrow points to the area shown in photographs 37 and 38.
37-38	Close up composite view of the area shown by the arrow in photograph 36. The arrows point to melted copper conductors.
39	Close up view of the area shown at arrow 1 in photograph 34. View is of melted glass from the windshield.
40	View of the same area as that shown in photograph 39. View shows the sooted underside of the melted glass shown in photograph 39.
41	Close up view of the area shown at arrow 2 in photograph 34. View is of burned out copper electrical conductors in the driver side of a dash board wiring harness.
42	Close up view of the area shown at arrow 3 in photograph 34. View is of burned out copper electrical conductors in the passenger side of a dash board wiring harness.
43	View of the dashboard area showing the burned out center section and severe damage to the bulkhead. The arrows point to the ends of the burned out wire harness.
44	View of the engine compartment showing the engine side of the severely damaged bulkhead shown in photograph 43. The arrow points to the area shown in photographs 45 and 46. Note the melted aluminum.

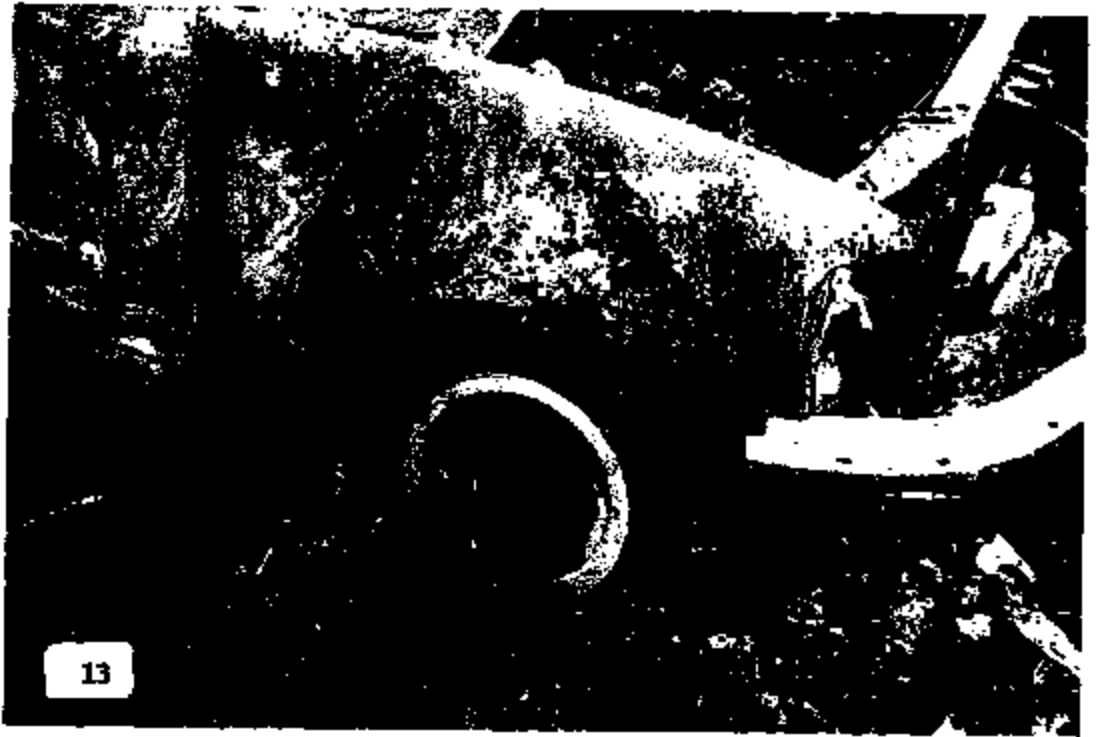
#	Description
45-46	Close up composite view of the area shown by the arrow in photograph 44. View is of an arced section of battery cable that has welded itself to the bulkhead. The arrow points to a conductor inside the burned cable that has arced open.
47-49	Composite view of the engine compartment. Arrow 1 points to the area shown in photograph 50. Arrow 2 points to the area shown in photograph 51. Arrow 3 points to the area shown in photographs 52 through 54.
50	Close up view of the area shown at arrow 1 in photograph 47. Arrow 1 points to the remains of the battery. Arrow 2 points to the area shown in photograph 55.
51	Close up view of the area shown at arrow 2 in photographs 47 and 48. The arrow points to the remains of the alternator.
52-54	Composite view of the area shown at arrow 3 in photographs 48 and 49.
55	Close up view of the area shown at arrow 2 in photograph 50. The arrow points to the transmission fluid filler tube.
56	View of the transmission fluid dipstick.
57	View of the engine oil dipstick.
58 through 91	Additional photographs that document the loss.

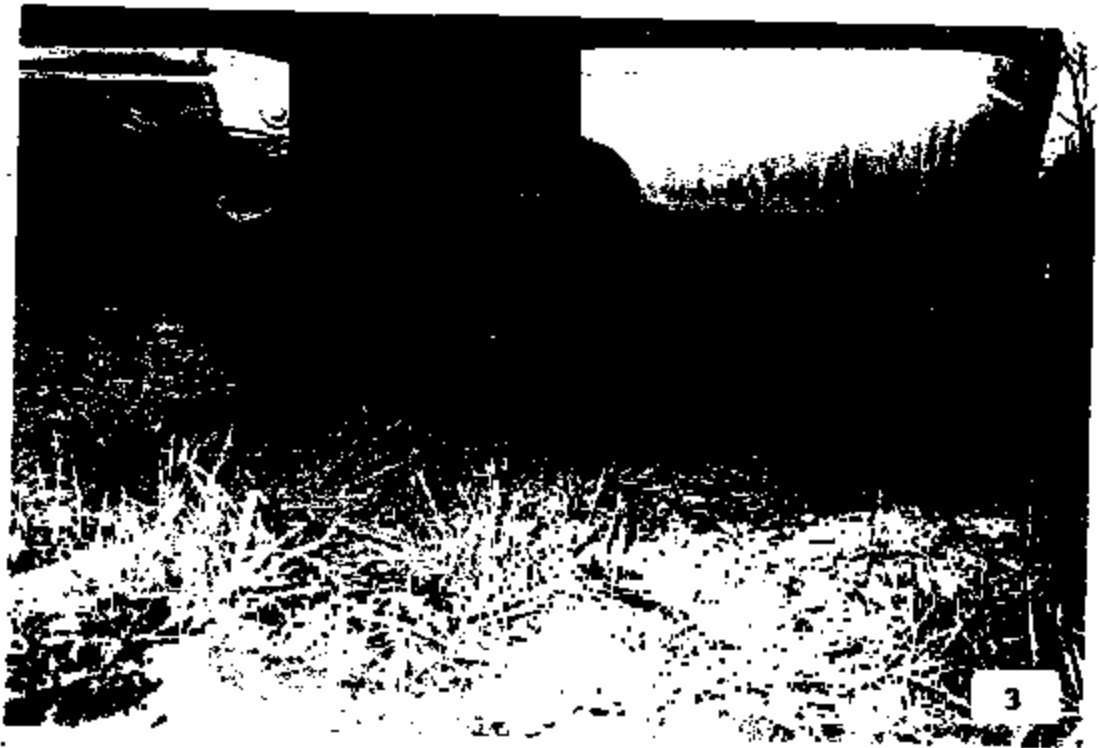


ERMS-605-LC-3929



ER05-005-LC-3838





ERNS-885-LC-3932









ER05-085-LC-3836



17



18

SP05-003-LC-0887

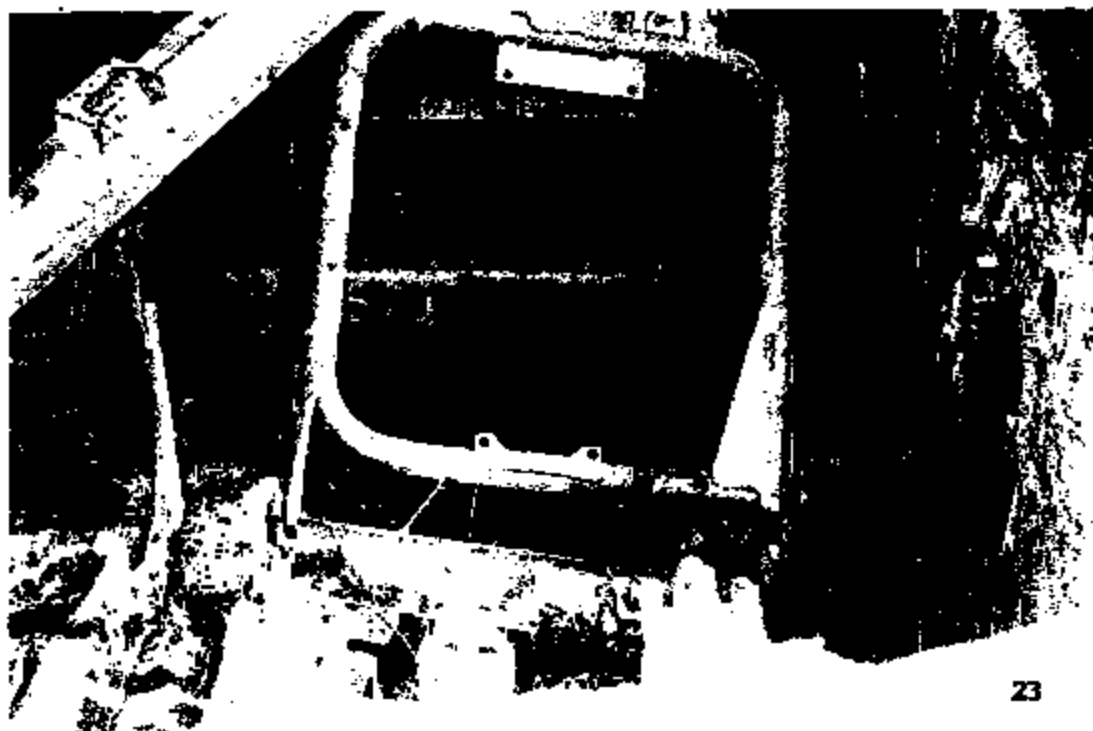


EMPS-025-10-2025





22



23

EROS-005-LC-3848



26

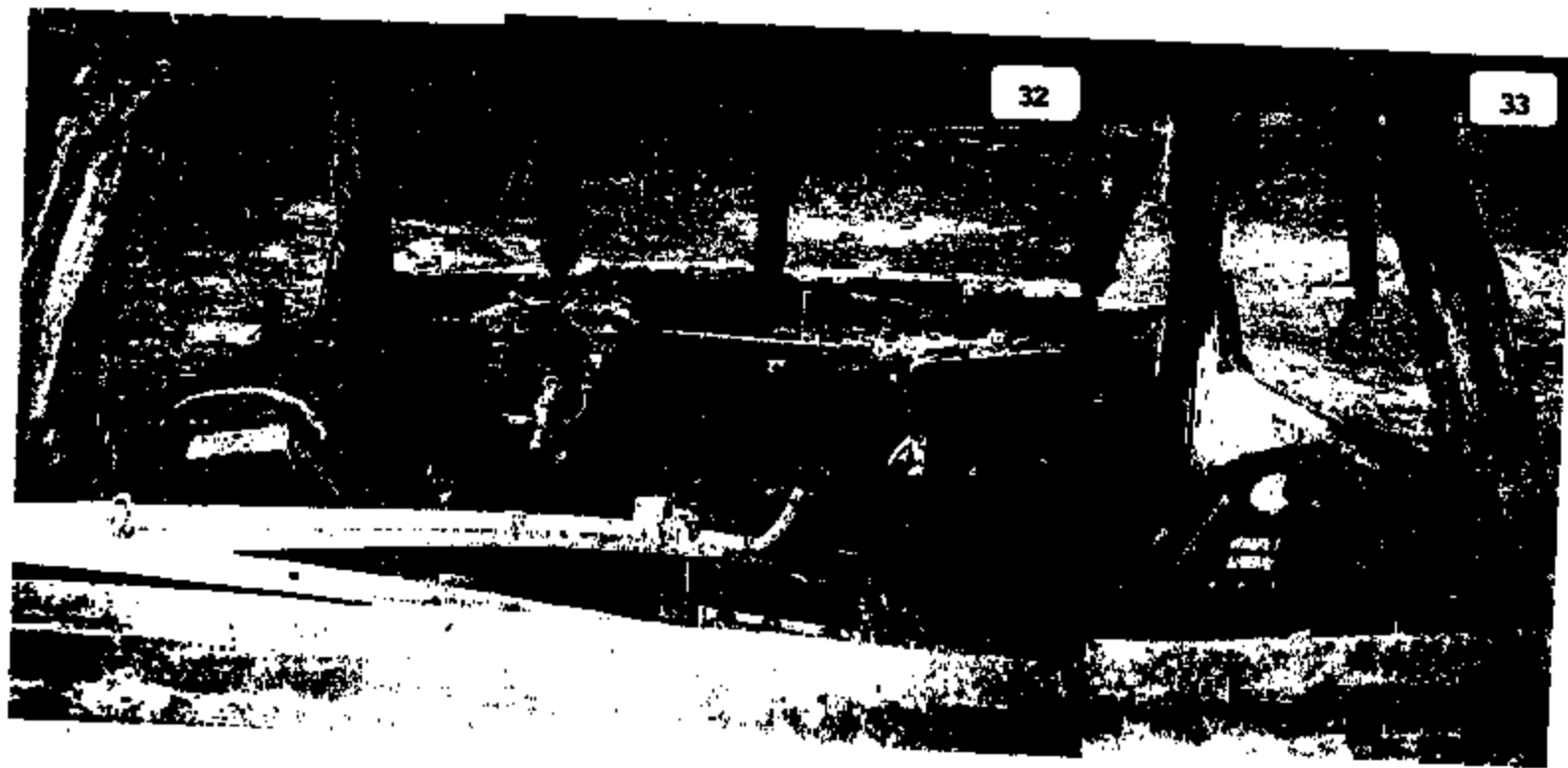
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PHOTO-005-1-C-0041



EROS-005-LO-39A2





UNR-000-10-3044





EROS-885-LC-3945



37

38

EROS-888-LC-3947



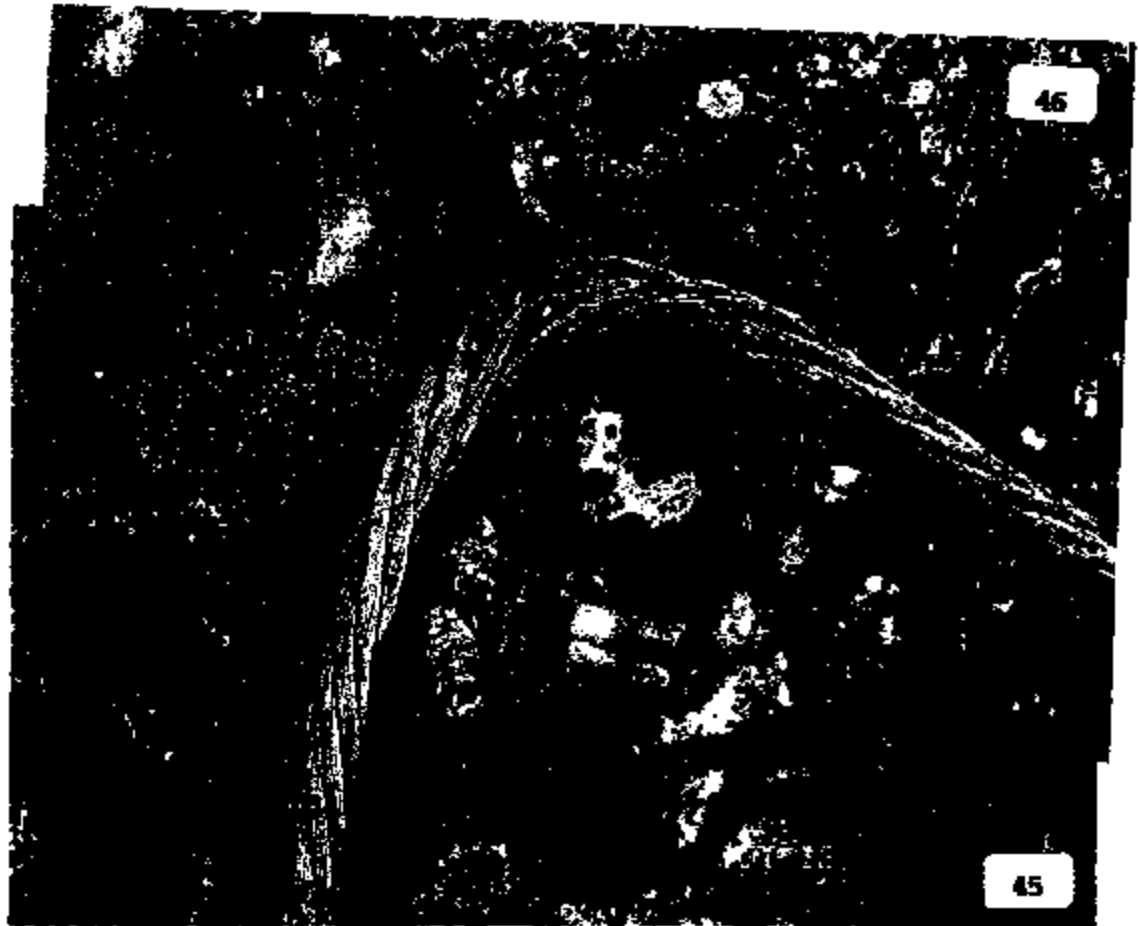
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ERG5-005-LC-3048



EG05-005-LC-3858



ERG-605-LC-3951

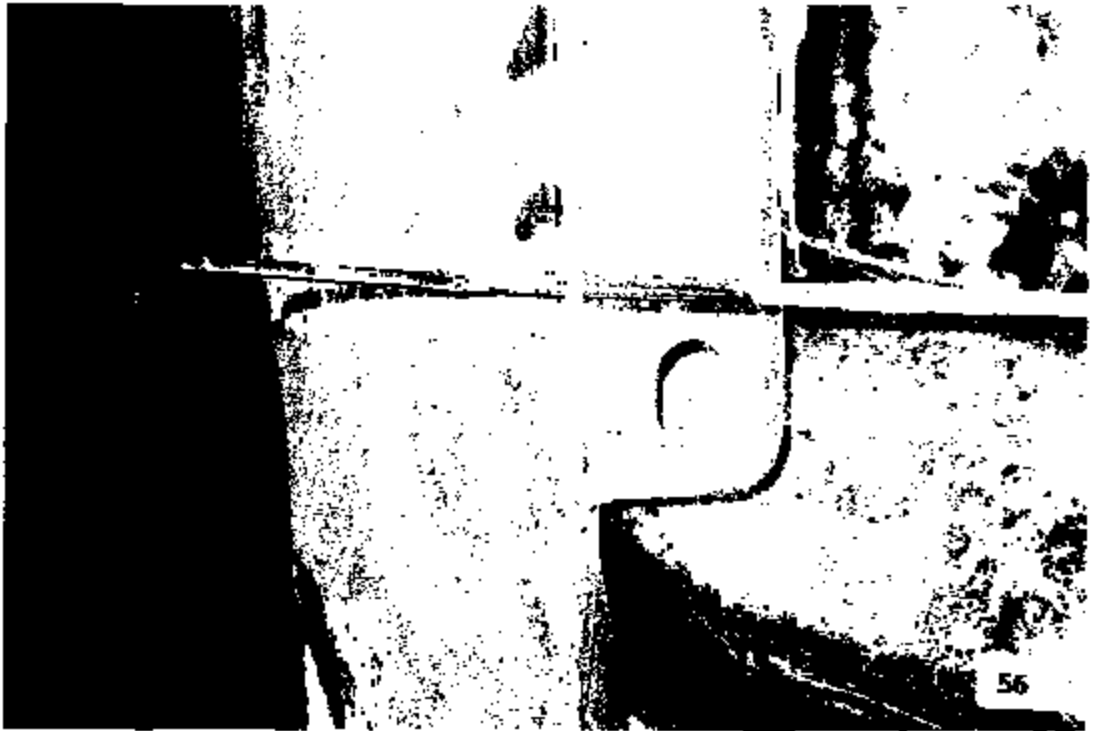


ER98-005-LC-3002





ER05-005-LC-3054



10/31/2001 at 01:48 AM File# 49853-00058246 File ID FD-UVALDA-112-PA99674
Owner: [REDACTED] Appraiser:
1999 FORD F150 4X2 SUPERCAB XL 6-4.2L-FI 4D SHORT BLACK Int:

APPRAISAL ADVANTAGE
106 A-2 Arnold Mill Rd.
Woodstock, GA 30188
Business: (770)592-6600

IMAGE REPORT



10/30/2001: EST01:



10/30/2001: EST01:

10/31/2001 at 01:48 AM F e# 49853-00058246 Fil ID FD-UVALDA-112-PA99674
Owner: [REDACTED] Appraise..
1999 FORD F150 4X2 SUPERCA8 XL 6-4.2L-FI 4D SHORT BLACK Int:

IMAGE REPORT



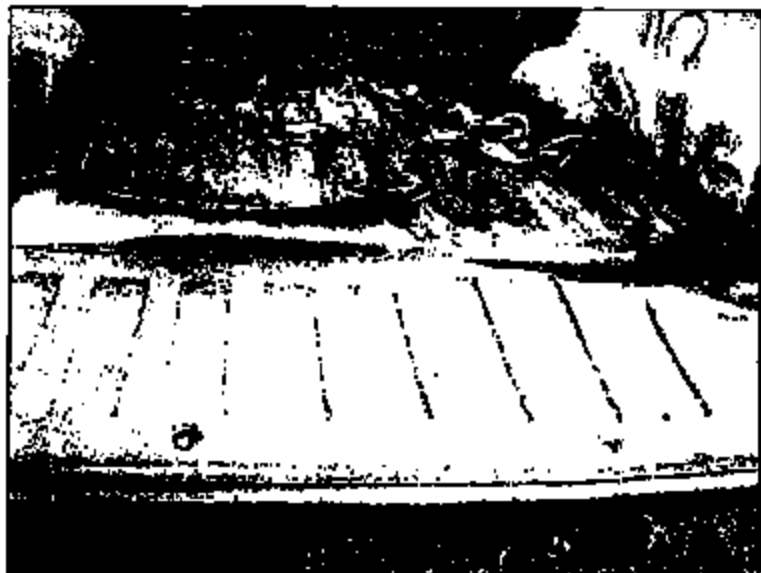
10/30/2001: EST01:



10/30/2001: EST01:

10/31/2001 at 01:48 AM F # 49853-00058246 File ID FD-UVALDA-112-PA99674
Owner: [REDACTED] Appraisal:
1999 FORD F150 4X2 SUPERCAB XL 6-4.2L-FI 4D SHORT BLACK Int:

IMAGE REPORT



10/30/2001: EST01:



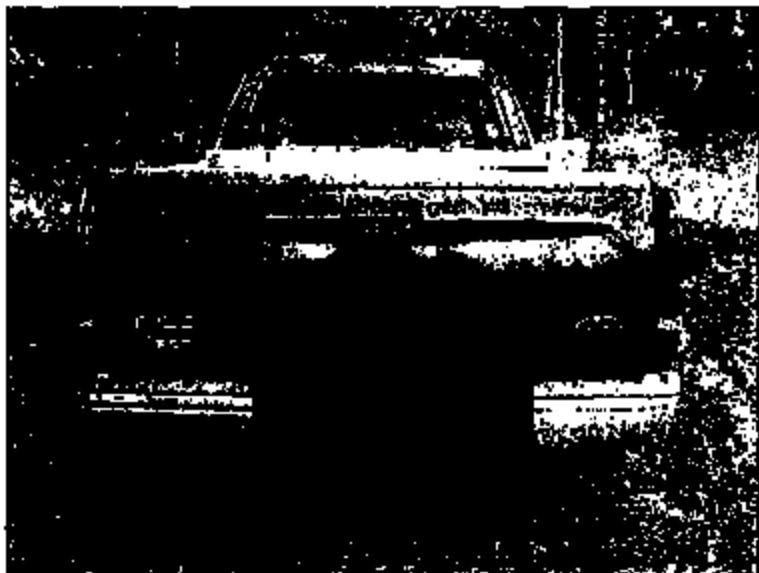
10/30/2001: EST01:

10/31/2001 at 01:48 AM F e# 49853-00058246 File ID FD-UVALDA-112-PA99674

Owner: [REDACTED] Appraiser: .

1999 FORD F150 4X2 SUPERCAB XL 6-4.2L-FI 4D SHORT BLACK Int:

IMAGE REPORT



10/30/2001: EST01:

Pathways - A product of CCC Information Services Inc.

CEDAR CROSSING VOLUNTEER FIRE DEPARTMENT

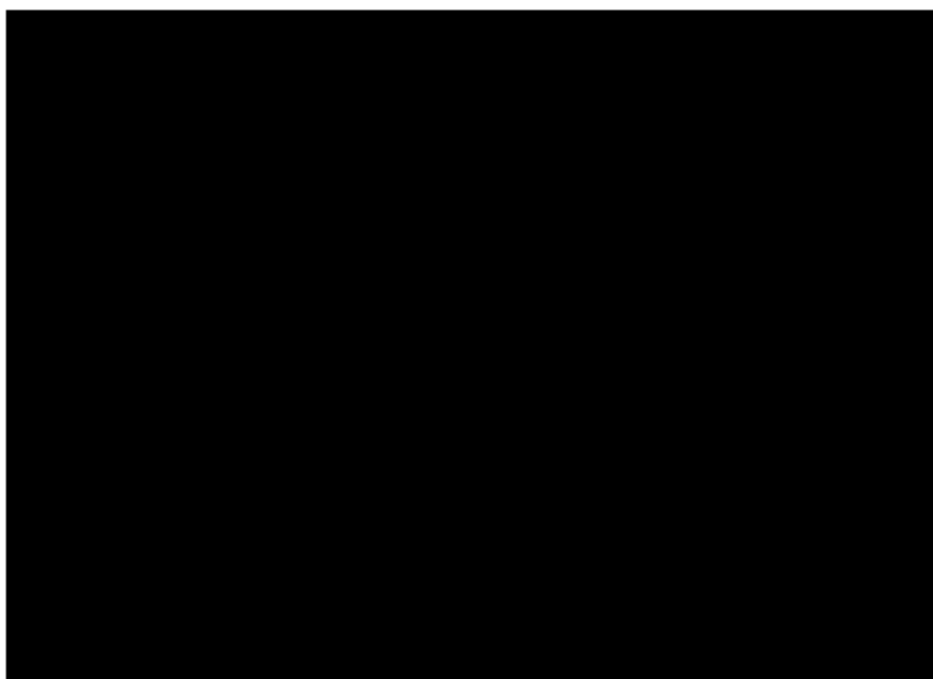
Chief Wayne Brantley		Incident Report 912-594-6449			Asst. Chief David Beasley		
Incident No.	01-22	Date	10-29	Time	1526	County	Talbot
Location Road No.		134 Cedar Wood subdivision					
Incident Description		1070 Trucks					
Unit Responded	Paged	10-8	10-23	10-24	10-7	Total Miles	Gallons Water
Truck 1	1526			1618	1622	4	600
Truck 2							
Resident Name & Address		Owner Name & Address			Insurance Company		
[REDACTED]		same			Southern Harvest Tasconne GA 3286463		
Health in GA		[REDACTED]			[REDACTED]		
Fire Discover		Injuries		Type		Taken to:	
[REDACTED]		None		---		---	
Fire Origin	1070 Trucks			Estimated Loss		all	
Fire Fighters Responding							
David Brantley							
Paul Beasley							
George Tasha							
Erick Tasha							
Calvin Hitchcock							
Comments							

Truck [REDACTED] black over grey P150 1999 year Model
 Subject said he was in his house and in about
 10 minutes he came out and truck was on fire.
 Upon arrival at fire truck truck was fully involved.

Wayne Brantley
 Signature

11-4-2001
 Date

EMIS-001-C-3000





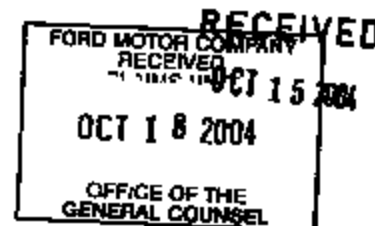
FARMERS

National Documents Center
P.O. Box 268992
Oklahoma City, OK 73126-8992
claimsdocument@farmersinsurance.com
SAX : 877-217-1389

10/11/2004

F M C Office Of General Counsel
Parklane Tower W. #400, 3 Parklane Blvd.
Dearborn, MI 48126

Re: Our Insured: [REDACTED]
Our Claim #: [REDACTED]
Date of Loss: 06/12/2004
Your Claim #: [REDACTED]
Amount Owed: \$24,322.75



Dear F M C Office Of General Counsel:

We have made payment to our insured for damages resulting from this accident. Our investigation has established that the above loss was caused by the negligence of your driver. By virtue of our subrogation rights this letter is to advise you that we expect payment from you for the amount of damages within 14 days of the receipt of this letter.

Be advised that no partial payment, which is less than the full amount claimed herein, will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you.

If you need additional support for our claim or require further information, please call me at 800-944-7515 x7348 with your FAX number so that the requested information can be sent to you.

Sincerely,
Farmers Insurance Company, Inc.

Randall Kimbrel
Auto Subrogation Representative
Randall.Kimbrel@Zurich.com
ATTACHMENT(S)



Left front



left front



left wheel/tire burned



right side

ERRS-005-10-3002





windshield, hood flew off



win



car/crash



car/crash

ENG-005-LC-3963



left door mirror



vin label



interior - front seat



front seats

ENR05-005-1-C-3064



dash



interior front



cab - interior



cab interior rear

ENR-000-10-3000



rear cab door



left rear

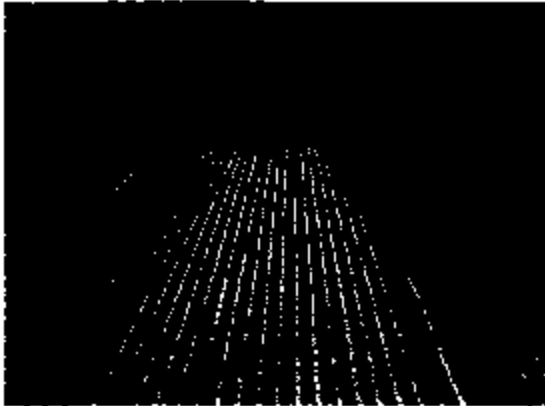


rear



right rear

ENR05-005-LC-2003



bed liner



right side



right front



right front

10005-005-10-2007



right door mirror



right door glass

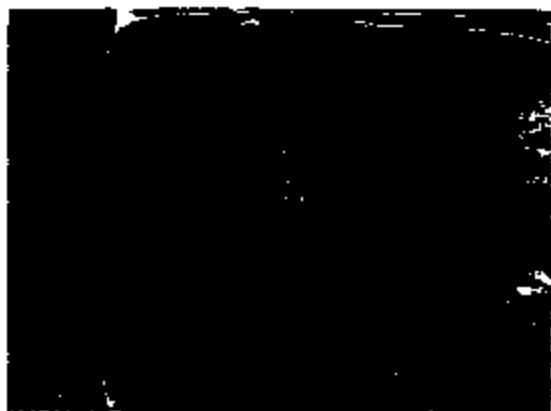


interior - right front



interior - right front

EMMS-903-LC-3908



interior - right rear



right front seats



right rear door - interior



rear seats

6885-07-580-0201E



right front door

SP12-003-LC-0070



TABLE OF CONTENTS

1960-1961

[Redacted]

ERG5-085-LC-3073

Copyright © 2005 by [Redacted]

[Redacted]

[Redacted]

[Redacted]

ERG-885-LC-3874

DETAILS OF INVESTIGATION

INVESTIGATION OF THE ACTS OF VIOLENCE
COMMITTED BY THE ORGANIZATION OF
BLACK PANTHER PARTY (OBPP) IN
VIOLATION OF THE CIVIL RIGHTS ACT OF 1968

[Redacted]

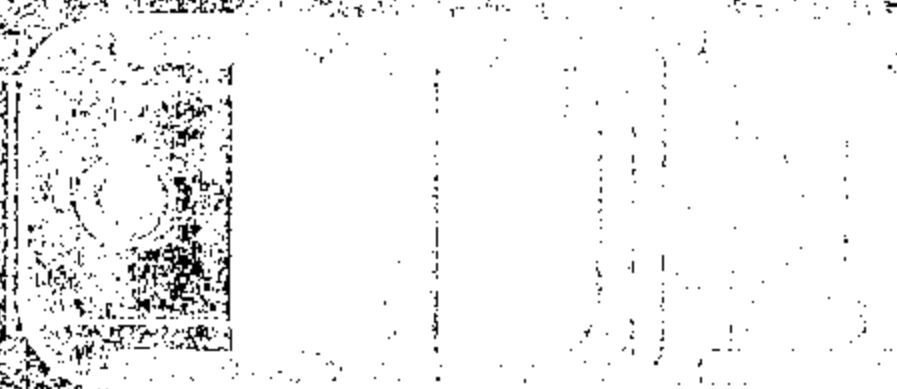
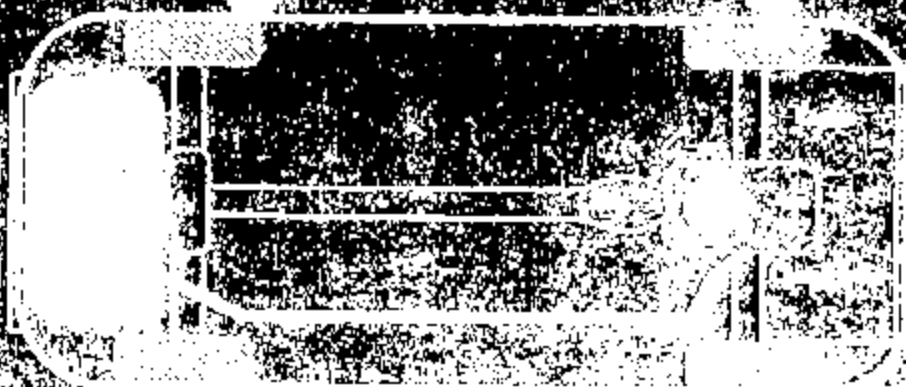
8005-005-LC-3877

CONFIDENTIAL

2005-005-LC-3078

AGENDA

EROS-985-LC-3878



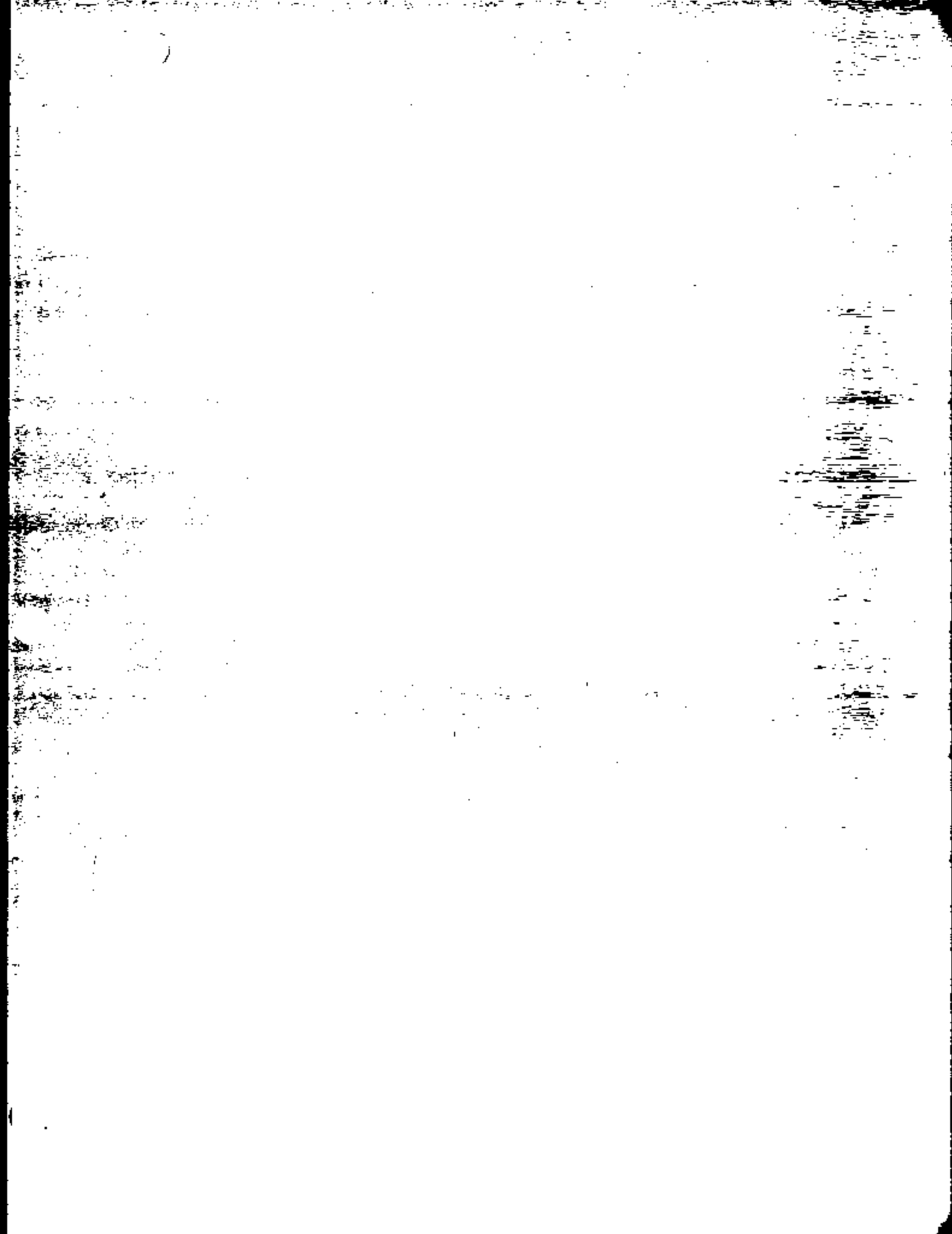
ENCLOSURE

EX-100-005-LC-01182

ERG-885-LC-3883

EPSON 822-LC-3004

8205-003-LC-3003



Allen Dahle & Co., Inc.

CONSULTING ENGINEERING SERVICES
65 WEST RED OAK LANE, WHITE PLAINS, NEW YORK 10604

ENGINEERING SURVEY

VEHICLE OWNER: [REDACTED]

VEHICLE:

1998 LINCOLN

DATE OF LOSS:

2/25/98

DATE OF INSPECTION:

2/27/98

REPORT PREPARED:

2/27/98

VEHICLE INSPECTED AT:

[REDACTED]
NEW ROCHELLE, NEW YORK

FILE NO.:

E-10862

CERTIFICATION

I hereby certify that I have no interest, present or contemplated in the following matter, and that neither the employment to conduct this investigation or the compensation is contingent on the conclusions reached. I certify that according to my belief and knowledge all statements and findings are true and correct subject to the underlying assumptions.

Anthony Mellusi

ANTHONY MELLUSI - CONSULTING ENGINEER

1.0 OVERVIEW

On February 25, 1998, a fire erupted in a 1998 Lincoln Navigator owned by [REDACTED]. It was reported that at the time of the occurrence, the vehicle had been parked and left unattended.

An engineering inspection of the subject vehicle was conducted by the undersigned on February 27, 1998 at Safeway Towing, 5 Pleasant Street, New Rochelle, New York.

2.0 VEHICLE

2.1 Identification

Year and Make: 1998 Lincoln

Model: Navigator

Body Style: SUV

Mileage: 3,085

VIN No.: 5LMP028LOW [REDACTED]

License No.: [REDACTED]

Color: Red

2.2 State Inspection

State: New York

Inspection No.: 12634819

Expiration: December 1998

2.3 Specifications

Drive Type: Four Wheel Drive

Engine: 5.4 Liter
Fuel System: Fuel Injection
Transmission: Automatic
Steering: Power Recirculating Ball
Brakes: ABS
Front Suspension: Torsion Bar

3.0 ELECTRICAL SYSTEM

3.1 Battery

The vehicle's battery is located on the right side section of the engine compartment. Inspection found the battery to have sustained appreciable flame and burn damage to the upper portion of its casing. Close inspection found no evidence of any short circuiting. Both positive and negative cables were examined and found to be free of any defect. The positive cable was found cut as a result of the fire department investigation.

3.2 Engine Compartment Wiring & Electrical Components

All wiring and electrical components within the engine compartment were examined. Examination found the main wire harness which is positioned at the frontal portion of the engine compartment, directly adjacent to the condensing unit to have sustained extensive flame and burn damage in which all plastic insulation was found consumed. It is in this area of the main wire harness in which the greatest amount of flames and burn damage were

noted to be. Close examination of the wiring found evidence of short circuiting in the harness itself. This was noted by the stiffening of the copper wires themselves. Further examination of the remaining wiring and electrical components in the engine compartment failed to reveal evidence of any other defects.

3.3 Dash Wiring & Instrumentation

Inspection of the dashboard wiring and instrumentation found same to be intact and undamaged by fire. No defects were noted within same.

3.4 Fuse Block

The fuse block is located directly below the dashboard and adjacent to the left side kick panel. The wiring servicing the fuse block was found intact and undamaged by fire. No fuses were found blown.

3.5 Interior Wiring & Electrical Components

All wiring within the interior of the vehicle including power windows, power seats and interior lighting was examined. Examination found all components intact and undamaged by fire.

3.6 Body Wiring

The wiring servicing the vehicle's remaining electrical components including rear tail lights was inspected.

Examination found all wiring intact and undamaged by fire and showing no evidence of any defects.

4.0 FUEL SYSTEM

4.1 Fuel Tank

The vehicle's fuel tank is positioned at the rear of the vehicle directly forward of the rear axle. Inspection found the tank intact and undamaged by fire. There was no evidence of any fuel leakage.

4.2 Inlet & Return Fuel Lines

Both inlet and return fuel lines from the fuel tank to the engine compartment were inspected. Examination found all lines intact and showing no evidence of any fuel leakage.

4.3 Fuel Rail & Injectors

Inspection of the fuel rail and injectors found same to have suffered fire damage. However, there was no evidence of any fuel leakage and no defects could be noted.

5.0 FLAME & BURN PATTERN

The flame and burn pattern as depicted by sheet metal warpage, paint discoloration and rubber and plastic deterioration was closely examined. An analysis revealed the greatest area of heat intensity to be located in the engine compartment in the

frontal portion of same. It is in this area in which one of the engine compartment's main wire harnesses was positioned. Close examination of this harness found evidence of short circuiting within same. It is the writer's opinion that the fire is the result of an electrical defect which took place within this wire harness. The fire from that point spread throughout the frontal portion of the engine compartment consuming the grill assembly, bumper covering and the forward portion of the engine hood. Damage to the engine compartment was noted at the upper portion of same which extended back to the fire wall assembly. The fire failed to penetrate the fire wall assembly and enter into the interior of the vehicle. No damage was noted within the vehicle's interior.

6.0 REVIEW OF SAFETY RECALLS

At the time of the writing of this report, there are no recalls with respect to 1998 Lincoln Navigators and a possible defective electrical system.

7.0 CONCLUSIONS

Inspection and examination of the vehicle's fuel system found all components intact and were not considered to be a contributing factor in the fire sequence.

In inspecting the vehicle's electrical system, short circuiting was noted in the main wire harness located in the frontal portion of the engine compartment. It is the writer's

opinion that the defect in this wire harness caused the fire to occur on the date in question.

It is therefore concluded within a reasonable degree of engineering certainty that the fire occurring on 2/25/98 is the result of a manufacturing defect within the vehicle's electrical system.



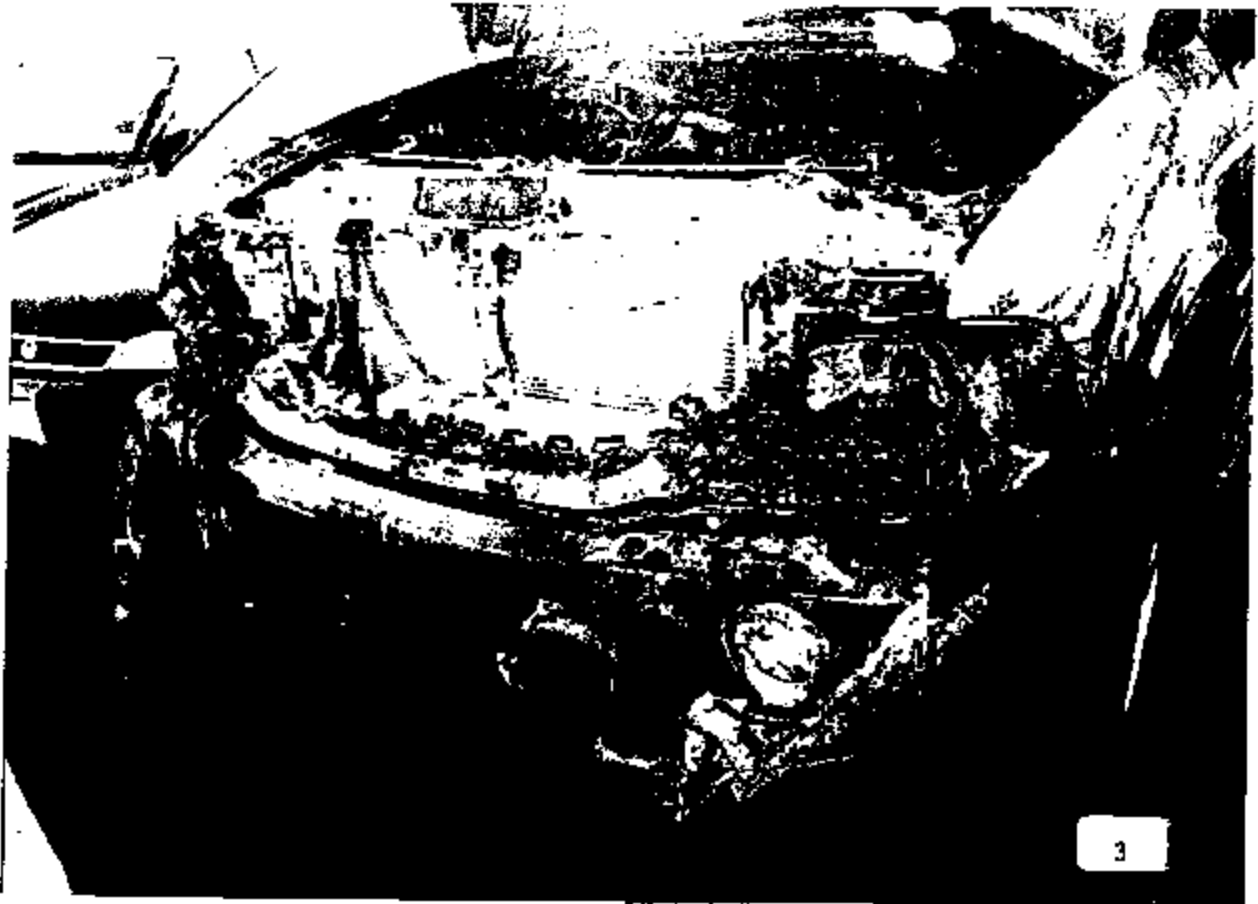
ANTHONY MELLUSI
CONSULTING ENGINEER

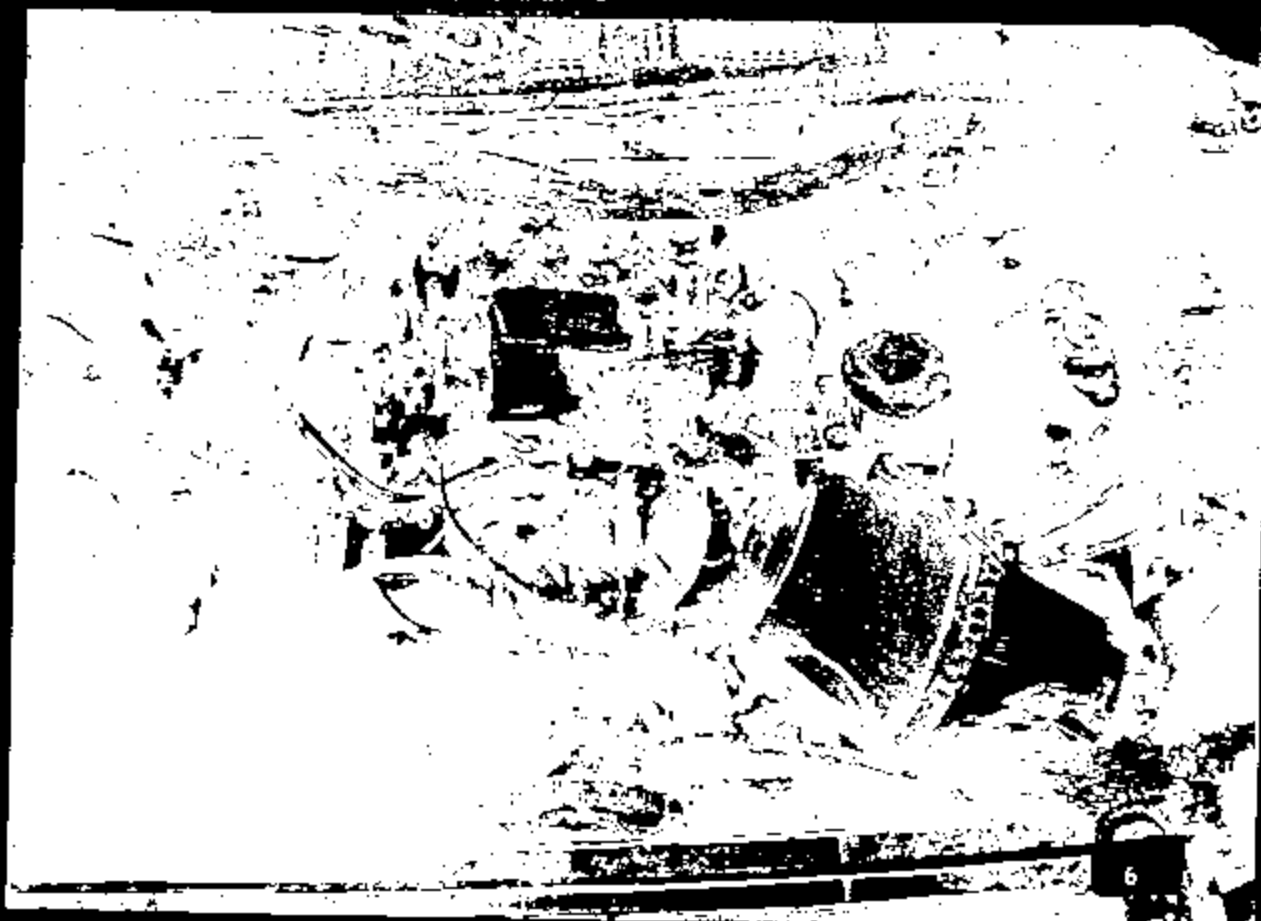
PHOTOGRAPHS

PHOTOGRAPH 1	VEHICLE OVERVIEW RIGHT FRONT
PHOTOGRAPH 2	VEHICLE OVERVIEW LEFT FRONT
PHOTOGRAPH 3	VEHICLE OVERVIEW FRONT
PHOTOGRAPH 4	VEHICLE OVERVIEW LEFT REAR
PHOTOGRAPH 5	VEHICLE OVERVIEW RIGHT REAR
PHOTOGRAPH 6	OVERVIEW OF ENGINE COMPARTMENT
PHOTOGRAPH 7	BATTERY
PHOTOGRAPH 8	MAIN WIRE HARNESS
PHOTOGRAPH 9	CLOSEUP OF MAIN WIRE HARNESS
PHOTOGRAPH 10	OVERVIEW OF DASH & INTERIOR
PHOTOGRAPH 11	OVERVIEW OF DASH & INTERIOR
PHOTOGRAPH 12	FUSE BLOCK

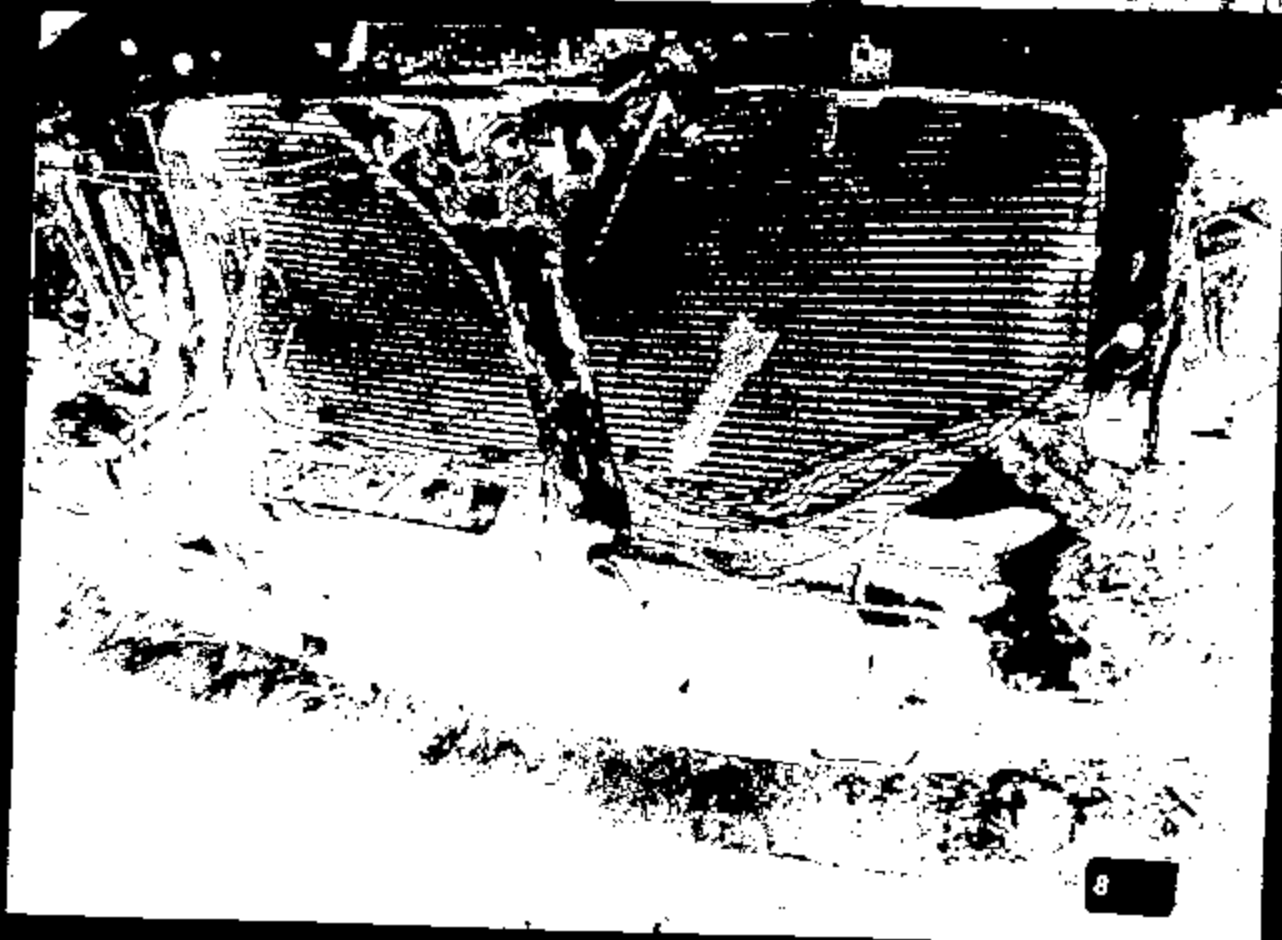


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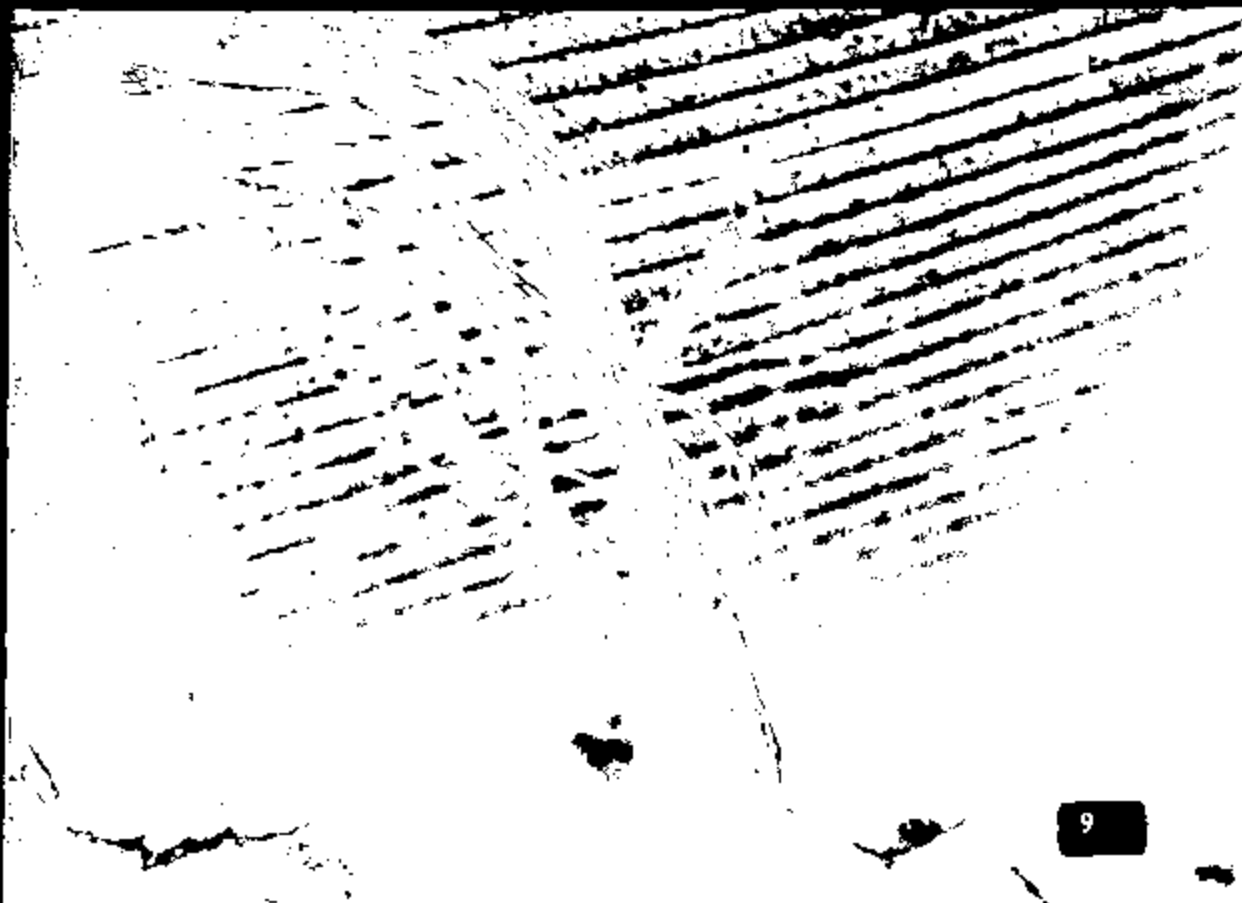




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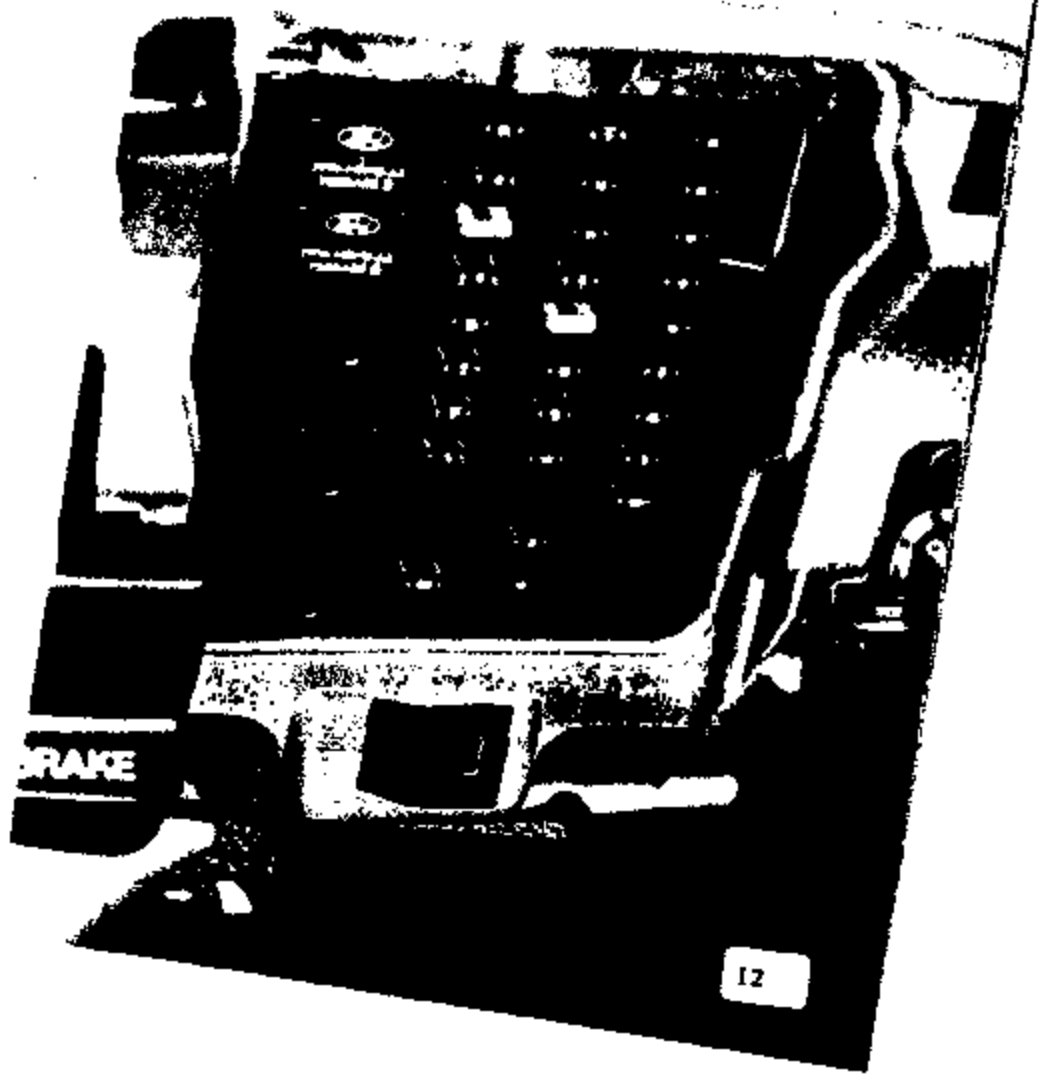


ENG-885-LC-3007





11



12

STATE OF MICHIGAN
IN THE 14A DISTRICT COURT



Case No. DC3-99-892

Plaintiff,

Hon.

vs.

FORD MOTOR COMPANY, a
Delaware Corporation,

Defendant.

HEWSON & VAN HELLEMONT, P.C.
EDWARD L. JOHNSON (P54646)
Attorneys for Plaintiff
29900 Lorraine, Suite 100
Warren, MI 48093
(810) 578-4500

14A-5 DISTRICT COURT
CHELSEA
AUG 20 8 13 AM '99
COURT NO. 3
122 S. MAIN ST.
CHELSEA, MICH.

COMPLAINT

There is no other civil action arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court nor has any such action been previously filed and dismissed after having been assigned to a judge. See MCR 2.113(C)(2)(a)

NOW COMES the Plaintiff, State Farm Mutual Automobile Insurance Company, as Subrogee of [REDACTED] by and through its attorneys, Hewson & Van Hellemont, P.C. and for its cause of action against the Defendant, Ford Motor Company, states as follows:

1. That Plaintiff, [REDACTED] is a Michigan corporation duly engaged in the business of issuing policies of insurance within the City of Milan, County of Washtenaw, State of Michigan.

2. That Defendant, Ford Motor Company, is a Delaware corporation duly conducting business within the City of Milan, County of Washtenaw, State of Michigan.

3. That this case is within the jurisdiction of the District Court because Plaintiff seeks damages that are less than Twenty-Five Thousand Dollars (\$25,000.00).

4. That prior to February 1, 1998, Plaintiff issued a policy of insurance to [REDACTED], insuring the subject 1995 Ford pickup truck, vehicle identification number [REDACTED] against collision and other losses.

5. That Defendant, sometime prior to February 1, 1998, manufactured, designed, and/or sold the subject vehicle.

6. That as a result of the damage to the subject vehicle, the Plaintiff's Subrogor made claim to State Farm Mutual Automobile Insurance Company, for the proceeds of its policy of insurance.

7. That pursuant to the terms of the policy of insurance and in response to the claim filed by the Subrogor, Plaintiff made payment to the Subrogor and received an assignment of its claims to the extent of payment.

8. That the damage to the subject vehicle was caused when the Subrogor's vehicle vehicle's wiring harness malfunctioned, from the engine compartment to the interior compartment.

WHEREFORE, Plaintiff, [REDACTED], as Subrogee of [REDACTED] prays this Court enter a judgment in its favor and against Defendant in the amount of Fifteen Thousand Four Hundred Forty and no/100 (\$15,440.00) Dollars, plus costs, interest, and attorney fees as allowed by law.

**COUNT I - BREACH OF IMPLIED WARRANTY
UNDER UNIFORM COMMERCIAL CODE**

9. That Plaintiff hereby incorporates by reference herein each and every allegation contained in paragraphs 1 through 8 above as though set forth herein verbatim.

10. That the Uniform Commercial Code as codified in Michigan provides in MCLA 440.2314; MSA 19.2314 that a seller warrants that goods are of a merchantable quality and are fit for ordinary purposes for which the product is intended to be used.

11. That Defendant, Ford Motor Company, is the seller within the meaning of the statute referred to in the preceding paragraph.

12. That Plaintiff's Subrogor relied on the skill, knowledge, judgment, and representation of the Defendant, Ford Motor Company.

13. That the representation and warnings were false, misleading, and inaccurate in that the vehicle, when put to the actual performance, proved to be unsafe and unsuitable for the purposes for which the same was intended.

14. That the vehicle was unsafe, dangerous, defective, and not of merchantable quality.

15. That the Defendant, Ford Motor Company, was in breach of the implied warranty.

144-3 DISTRICT COURT
CHELSEA
AUG 20 8 13 AM '96
COURT NO. 22
S. MAIN ST.
CHELSEA, MICH.

16. That the damage to the Subrogor's vehicle was proximately caused by the breaches of the implied warranty.

17. That Plaintiff is entitled to judgment against Defendant, Ford Motor Company, for the breach of implied warranty under the Uniform Commercial Code.

WHEREFORE, Plaintiff, State Farm Mutual Automobile Insurance Company, as Subrogee of [REDACTED] prays this Court enter a judgment in its favor and against Defendant in the amount of Fifteen Thousand Four Hundred Forty and no/100 (\$15,440.00) Dollars, plus costs, interest, and attorney fees as allowed by law.

COUNT II - NEGLIGENCE

18. That Plaintiff hereby incorporates by reference herein each and every allegation contained in paragraphs 1 through 17 above as though set forth here verbatim.

19. That Defendant, Ford Motor Company, knew or should have known that the vehicle in question was capable of catching fire in ordinary operation.

20. That prior to February 1, 1998, Plaintiff's Subrogor, [REDACTED] was utilizing the vehicle in the manner consistent with its intended and foreseeable purposes and/or uses.

21. That by reason of the defective product, Plaintiff's Subrogor, [REDACTED] was caused to suffer damage to her automobile.

22. That Defendant, Ford Motor Company, its agents, servants or employees were negligent in:

- a. the design, manufacture, production, licensing, marketing, testing, and sales of the vehicle and in failing to properly inspect the same;

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COURT NO. 3
MAY 11 1998
CHELSEA, MASS.
14A-3 DISTRICT COURT
CHELSEA

- b. in failing to maintain adequate quality control standards over goods sold under its trademark;
- c. in negligently selling, supplying, and endorsing the product and manufacturing, selling, distributing, and delivering an inherently dangerous product without performing the proper tests and safeguards against defects;
- d. in failing to design, manufacture, sell, distribute, and deliver a product which did not have a defect in the engine;
- e. in acting in a careless and reckless manner; and causing suffering and permitting the vehicle to be exposed to the risk of destruction;
- f. in causing suffering and permitting a defective product to be sold and distributed to the general public, including Plaintiff's subrogor;
- g. in holding the product herein to be suitable for use when, in fact, it was not;
- h. in selling a defective product and failing to warn of the product's defects;
- i. in failing to fulfill its continuing duty to warn of the product's defects;
- j. in failing to warn of the defects after sale; and
- k. in failing to properly service and repair said product and in general being negligent, careless and reckless.

WHEREFORE, Plaintiff, [REDACTED]

Subrogee of [REDACTED] prays this Court enter a judgment in its favor and against Defendant in the amount of Fifteen Thousand Four Hundred Forty and no/100 (\$15,440.00) Dollars, plus costs, interest, and attorney fees as allowed by law.

144-3 DISTRICT COURT
 CHELSEA
 AUG 20 8 23 AM '88
 COURT NO. 3
 122 S. MAIN ST.
 CHELSEA, MASS.

COUNT III - BREACH OF IMPLIED WARRANTY; TORT

23. That Plaintiff hereby incorporates by reference herein each and every allegation contained in paragraphs 1 through 22 above as though set forth herein verbatim.

24. That Defendant impliedly represented that the vehicle and the equipment therein were safe, of merchantable quality, and fit for the ordinary purposes for which the product was intended to be used.

25. That Plaintiff's subrogor, [REDACTED] relied on the skill, knowledge, judgment, representations, and warranties of the Defendant, Ford Motor Company.

26. That the representations and warranties were false, misleading and inaccurate in that the vehicle, when put to the test of actual performance, proved to be unsound and unsuitable for the purposes for which it was intended.

27. That the product was unsafe, dangerous, and not of merchantable quality.

28. That Defendant was in breach of implied warranties.

29. That Plaintiff's damages were proximately caused by the breach of implied warranties by the Defendant and such conduct constituted a tort by Defendant against Plaintiff's subrogor, [REDACTED]

30. That Plaintiff, State Farm Mutual Automobile Insurance Company, as Subrogee of [REDACTED] is entitled to judgment against Defendant, Ford Motor Company, for compensatory damages, attorneys fees and costs for Defendant's tortious breach of implied warranties.

WHEREFORE, Plaintiff, State Farm Mutual Automobile Insurance Company, as Subrogee of [REDACTED] prays this Court enter a judgment in its favor and against

Defendant in the amount of Fifteen Thousand Four Hundred Forty and no/100 (\$15,440.00) Dollars, plus costs, interest, and attorney fees as allowed by law.

COUNT IV - CONSUMER PROTECTION ACT

31. That Plaintiff hereby incorporates by reference herein each and every allegation contained in paragraphs 1 through 30 above as though set forth herein verbatim.

32. That the acts and omissions of the Defendant, Ford Motor Company, described in the preceding paragraphs violate the Michigan Consumer Protection Act, MCL 445.90 et seq.; MSA 19.418, et seq.

33. That by selling a defective vehicle, Defendant, Ford Motor Company, breached the following provisions of the above cited act:

19.418(3)

Unfair or deceptive acts or practices definitions:

- (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have or that a person has sponsorship, approval, status, affiliation or connection which he does not have;
- (e) Representing that goods or services are of a particular standard, quality or grad or that goods are of a particular style or model, if they are of another;
- (s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer and which fact could not reasonably be known by the consumer;
- (y) Gross discrepancies between the oral representations of the seller and the written agreement covering the same transaction or failure of the other party to the transaction to provide the promised benefits;

144-3 DISTRICT COURT
CHELSEA
MICHIGAN
8-1-1999

- (bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is; and
- (cc) Failing to reveal facts which are material to the transaction in light of representations of fact made in a positive manner.

34. That Plaintiff is entitled to judgment against Defendant, Ford Motor Company, for compensatory damages, attorney fees and costs or for Two Hundred Fifty Dollars (\$250.00) per violation of the Act, whichever is greater.

WHEREFORE, Plaintiff, [REDACTED] as Subrogee of [REDACTED] prays this Court enter a judgment in its favor and against Defendant in the amount of Fifteen Thousand Four Hundred Forty and no/100 (\$15,440.00) Dollars, plus costs, interest, and attorney fees as allowed by law.

Respectfully submitted,

HEWSON & VAN HELLEMONT, P.C.

BY:


EDWARD L. JOHNSON (P54646)
Attorney for Plaintiff
29900 Lorraine, Suite 100
Warren, MI 48093
(810) 578-4500

Dated: August 17, 1999

144-3 DISTRICT COURT
CHELSEA
Aug 20 8 11 AM '99
122 S. MAIN ST.
CHELSEA, MICH.



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE WAYNE

[REDACTED]

Plaintiff,

OFFICE OF THE CLERK
PETER J. ...

PS

04 JAN 29 P 4:02

Case No.
HON.

FORD MOTOR COMPANY,
A Corporation,

Defendant.

STILLMAN LAW OFFICE
By: Michael R. Stillman (P42765)
Attorney for Plaintiff
7091 Orchard Lake Road, Suite 270
West Bloomfield, Michigan 48322
(248) 851-6000

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

COMPLAINT

NOW COMES Plaintiff, [REDACTED] as

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

1. That Plaintiff is a Foreign Corporation licensed to write insurance in the State of Michigan, with its principle place of business located in the City of Columbus, County of Franklin, State of Ohio.
2. That Plaintiff subrogors, [REDACTED] are residents of the City of Dallas, County of Dallas, State of Texas.

STILLMAN LAW OFFICE 7091 ORCHARD LAKE ROAD, SUITE 270, WEST BLOOMFIELD, MICHIGAN 48322-3631 PHONE (248) 851-6000 FAX (248) 851-6008

3. That Defendant FORD MOTOR COMPANY is a Foreign Corporation, licensed to do business in the State of Michigan, with its principal place of business located in the City of Dearborn, County of Wayne, State of Michigan ("Ford").
4. The amount in controversy exceeds Twenty-Five Thousand (\$25,000.00) Dollars and is within the jurisdiction of this Court.
5. Venue is proper in the 3rd Judicial Circuit Court.
6. On or about May 24, 2000, Plaintiff subrogors were the owners of a 1998 Ford Expedition, blue in color, VIN#1FMEU17L2W1 [REDACTED]
7. On or about May 24, 2000 such vehicle, while sitting unattended and without its engine running in a parking lot in the City of Troy, Michigan, was destroyed when it ignited and burned.
8. Plaintiff subrogor's insurer, N [REDACTED] [REDACTED] paid Plaintiff subrogors for the fire damage to their vehicle.
9. The fire was caused by electrical equipment designed, manufactured, and installed by Ford.
10. Ford had an opportunity to inspect the vehicle subsequent to such fire, but did not.
11. The vehicle was damaged in the amount of \$27,035.49.

Count I
Breach of Express Warranty
MCL 440.2313

12. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-11 of this Complaint as though fully restated herein.

13. On or about September 1997, Plaintiff subrogors' purchased a new 1998 Ford Expedition from Leadership Ford located in or around Dallas, Texas, and continuously and exclusively owned such vehicle at all times relevant to this matter.
14. At the time of such purchase, there existed a three-year or 36,000-mile express initial factory warranty on such vehicle, provided by Defendant.
15. There was also an extended warranty purchased by Plaintiff subrogors extending the warranty period to seven years or 100,000-miles.
16. That on or about May 24, 2000, such vehicle's odometer read 32,360 miles.
17. That on or about May 24, 2000, at approximately 1:40 a.m., Plaintiff subrogor's 1998 Ford Expedition, while parked, not running and unoccupied, ignited in flames.
18. That such fire's origin, it was determined, as a result of the Troy Fire Department's investigation, incident number 2000-490, to be accidental in nature.
19. That as a result of Plaintiff's investigation, it determined that the fire originated in the wiring harness that travels along the radiator shroud where a short to ground occurred sufficient to cause arcing and fusing of the wiring, ignition of the wiring insulation and immediate combustibles with the fire extending upward and outward from that location causing the damage.
20. That at the time of such loss, Plaintiff subrogors' vehicle was covered under and subject to Defendant's bumper-to-bumper, three-year or 36,000-mile express warranty and additionally, the extended warranty.

- 21. Defendant has failed to compensate Plaintiff for the damages resulting from the vehicle-fire loss, which under its express warranties was required to do.
- 22. That on or about May 24, 2000, there was in effect a policy of insurance issued by Plaintiff to [REDACTED] and further, as a direct and proximate result of the Defendant's breach of its express warranties, Plaintiff paid to Plaintiff subrogors, or on their behalf, the sum of \$27,035.49.
- 23. That pursuant to the policy of insurance, and common law, Plaintiff is subrogated to the rights, title and interest of any cause of action Plaintiff subrogors might have against Defendant to the extent of the amount of monies paid by Plaintiff to, or on behalf of, its insured.
- 24. That Defendant is liable under a theory of breach of express warranty for damage done to Plaintiff subrogors' 1998 Ford Expedition, stemming from the fire that occurred on or about May 24, 2000, which was determined, as a result of Plaintiff's investigation to be the cause of the damages to Plaintiff subrogors' vehicle, for which damages were paid by Plaintiff to, or on behalf of, its subrogors.
- 25. Plaintiff is owed \$27,035.49 exclusive of interest, costs and attorney fees.

Count II
Breach of Implied Warranty of Fitness & Merchantability .
MCL 440.2314

- 26. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-25 of this Complaint as though fully restated herein.
- 27. That the Defendant manufactured a vehicle that carried with it an implied warranty that the vehicle would perform as reasonably expected for its

reasonably-expected intended purpose; i.e. when a vehicle is used as commonly and ordinarily used, to function without igniting, such that it would be reasonably expected that no fire would occur while the vehicle was parked and with its engine not running.

28. Defendant breached that implied warranty as evidenced by the igniting and burning of the vehicle.
29. That on or about May 24, 2000, there was in effect a policy of insurance issued by Plaintiff to Plaintiff subrogors, and further, as a direct and proximate result of Defendant's breach of its implied warranty for fitness of intended purpose, Plaintiff paid to Plaintiff subrogors, or on their behalf, the sum of \$27,035.49.
30. That pursuant to the policy of insurance, and common law, Plaintiff is subrogated to the rights, title and interest of any cause of action Plaintiff's subrogor might have against Defendant to the extent of the amount of monies paid by Plaintiff to, or on behalf of, its insured.
31. That Defendant is liable under a theory of breach of implied warranty of fitness and merchantability for damage done to Plaintiff subrogors' 1998 Ford Expedition, stemming from the fire that occurred on or about May 24, 2000, which was determined, as a result of Plaintiff's investigation to be the cause of the damages to Plaintiff subrogors' vehicle, for which damages were paid by Plaintiff to, or on behalf of, its subrogors.
32. Plaintiff is owed \$27,035.49 exclusive of interest, costs and attorney fees.

Count III

Violation of 15 USCA §2301 et seq. (Magnuson-Moss Warranty Act)

33. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-33 of this Complaint as though fully restated herein.
34. Defendant is a supplier of consumer goods subject to the provisions of the Magnuson-Moss Warranty Act ("Act").
35. Plaintiff subrogors are consumers as defined by the Act.
36. The 1998 Ford Expedition is a consumer product as defined by the Act.
37. There was a warranty relating to the 1998 Ford Expedition at issue with the express terms of the warranty being: Three (3) Years/36,000 miles.
38. There was also an extended warranty purchased by Plaintiff's subrogors extending the warranty period to Seven (7) Years/100,000 miles.
39. That on or about May 24, 2000, there were approximately 32,000 miles on the 1998 Ford Expedition.
40. That pursuant to the express warranty, and as a result of the damage done to Plaintiff's subrogors' 1998 Ford Expedition, stemming from the fire that occurred on or about May 24, 2000, which was determined, as a result of Plaintiff's investigation to be the cause of the damages to Plaintiff's subrogors' vehicle, for which damages were paid by Plaintiff to, or on behalf of, its subrogors, Defendant is required to compensate Plaintiff for the damages relating to the 1998 Ford Expedition.
41. Defendant has failed to compensate Plaintiff for the damages resulting from the vehicle-fire loss.
42. That on or about May 24, 2000, there was in effect a policy of insurance issued by Plaintiff to [REDACTED] and further, as a direct

and proximate result of the negligence of Defendant, Plaintiff paid to Plaintiff's subrogors, or on their behalf, the sum of \$27,035.49.

43. That pursuant to the policy of insurance, and common law, Plaintiff is subrogated to the rights, title and interest of any cause of action Plaintiff's subrogors might have against Defendant to the extent of the amount of monies paid by Plaintiff to, or on behalf of, its insured.
44. That the Act requires the Defendant to pay the reasonable attorney fees of the Plaintiff, in the event of recovery under the Act.
45. Plaintiff is owed \$27,035.49 exclusive of interest, costs and attorney fees.

Count IV
Breach of Contract

46. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-45 of this Complaint as though fully restated herein.
47. On or about September 1997, Plaintiff subrogors entered into an agreement to purchase a new 1998 Ford Expedition.
48. That pursuant to such agreement, Defendant warranted the vehicle from bumper-to-bumper for the duration of three (3) years or 36,000 miles.
49. There was also an extended warranty agreement between Plaintiff subrogors and Defendant extending the warranty period to seven (7) years or 100,000 miles.
50. That on or about May 24, 2000, such vehicle's odometer read 32,360 miles.
51. That on or about May 24, 2000, at approximately 1:40 a.m., Plaintiff subrogor's 1998 Ford Expedition, while parked, not running and unoccupied, ignited in flames.

52. That such fire's origin, it was determined, as a result of the Troy Fire Department's investigation, incident number 2000-490, to be accidental in nature.
53. That as a result of Plaintiff's investigation, it determined that the fire originated in the wiring harness that travels along the radiator shroud where a short to ground occurred sufficient to cause arcing and fusing of the wiring, ignition of the wiring insulation and immediate combustibles with the fire extending upward and outward from that location causing the damage.
54. That the agreement between the parties required Defendant to pay Plaintiff subrogors for such damages to the vehicle.
55. That while Plaintiff subrogors fully performed according to the parties' agreement; Defendant has failed to perform its obligations under the agreement by not paying for the fire damage to the vehicle.
56. Plaintiff has made numerous demands of Defendant to remunerate Plaintiff and Defendant has failed to pay the same.
57. Defendant's conduct as described herein constitutes a breach of the parties' agreement.
58. That on or about May 24, 2000, there was in effect a policy of insurance issued by Plaintiff to [REDACTED] and further, as a direct and proximate result of the breach of contract of Defendant, Plaintiff paid to Plaintiff subrogors, or on their behalf, the sum of \$27,035.49.
59. That pursuant to the policy of insurance, and common law, Plaintiff is subrogated to the rights, title and interest of any cause of action Plaintiff subrogors might

STILLMAN LAW OFFICE 7091 ORCHARD LAKE ROAD, SUITE 204 WEST BLOOMFIELD, MICHIGAN 48324-3661 PHONE (248) 651-6000 FAX (248) 651-6029

have against Defendant to the extent of the amount of monies paid by Plaintiff to, or on behalf of, its insured.


60. Plaintiff is owed \$27,035.49 exclusive of interest, costs and attorney fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment against Defendant in the amount of \$27,035.49, plus interest, costs, and attorney fees.

I declare the above statements to be accurate to the best of my information, knowledge, and belief.

Respectfully submitted,

STILLMAN LAW OFFICE


By: Michael R. Stillman (P42765)
Attorney for Plaintiff

Dated: October 31, 2003

PLEASE SCAN ✓

June 6, 2000

IN RE: Nationwide Claim No. [REDACTED]
H&A File No. 00-110978
[REDACTED]

PREDICATION:

This report is predicated upon the request of Mr. Chris Rozewski, Nationwide Claims Representative, to conduct an investigation into [REDACTED] with special reference to the fire loss of a 1998 Ford, Expedition.

SECRETARY OF STATE:

Through the Secretary of State, the following information was obtained:

NO RECORD ON COMPUTER (TEXAS REGISTRATION)

INSPECTION:

On May 25, 2000, this Investigator arrived at Coleman's Towing in Troy to conduct an investigation into the fire loss of a 1998 Ford, Expedition.

Once at the scene, a close inspection provided the following information:

SEE ENCLOSED INVESTIGATION REPORT

Prior to leaving the scene, several 35mm color photographs were taken and are enclosed.

ORIGIN AND CAUSE INVESTIGATION:

On May 25, 2000 at 12:35 p.m., this Investigator arrived at Coleman's Towing in Troy to conduct an origin and cause investigation into the fire loss of a 1998 Ford, Expedition, blue in color. Vehicle Identification Number 1FMEU17E2W [REDACTED]

HERNDON
ASSOCIATES

Investigators/Consultants

585 East Larned, Suite 100
Detroit, Michigan 48226-4316
FAC: 313 964-0336

1 800 961-2909
walb@herndon-assoc.com
dan@herndon-assoc.com

P.O. Box 27
Bayne City, Michigan 49712
313 982-5543

Licensed in Michigan,
Ohio, Illinois

IN RE: Nationwide Claim No. [REDACTED]
H&A File No. 00-1109VF

June 6, 2000

Page 2.

Upon arriving at the facility, the vehicle is located and identified by its vehicle identification number located on the federal manufactures label on the driver's door. Initial observations reveal evidence of fire damage to the front wrap around bumper, chrome section of the bumper, grill, headlight assembly and aluminum hood. The fire further has extended venting out the wheel well on the left or driver's side. The investigation continues, and there is smoke staining to the windshield and partial consumption of the cowling in the center to left or driver's side.

At this time, entry is gained into the passenger compartment, where the odometer reads 32,360 miles. The examination further reveals that the passenger door window was broken in during the course of the fire as indicated by the glass found within the passenger compartment. At this time, no evidence of any fire damage could be found within the passenger compartment.

The investigation is now focused to the cargo area, where there is no evidence of any fire damage.

The examination of the fuel tank, fill tube and gas cap revealed that they are intact with no evidence of any fuel leakage.

The investigation is now focused to the front clip of the vehicle, where there is the remains of the aluminum hood still attached to the bracket. At this time, the hood has been elevated into the air utilizing part of the jack assembly and a close examination of the battery in the right front, reveals evidence of exposure fire damage. The positive battery cable has been removed and upon touching same to the positive lug, energy is still present within the battery. The examination further reveals wiring partially void of insulation that travels along the bulkhead from the starter solenoid terminal, travels over to the left or driver's side, where the insulation once again becomes intact. The examination of the main wiring loom reveals evidence of insulation still present on wiring and no evidence of any electrical faulting could be found. The investigation is now focused to the power distribution center, where a substantial amount of combustibles remain. The investigation continues, and wiring within this area reveals plug connectors present, wiring insulation present and areas of the wiring which is exposure fire damage and the insulation has been consumed.

IN RE: Nationwide Claim No. [REDACTED]
H&A File No. 00-1109V [REDACTED]
[REDACTED]

June 6, 2000
Page 3.

The examination is now focused to the wiring harness that travels in front of the air-conditioning condenser, wiring is void of insulation for the section where the grill would be located, however, upon tracing the remaining wiring harness, into the radiator support, the wiring insulation become intact. The examination continues, and the fuel lines, located in the left rear of the engine, are intact as they connect into the fuel rail and there is some evidence of minor exposure damage.

The investigation is refocused to the main wiring harness that travels in front of the air-conditioning condenser, and a close examination reveals evidence of arced and fused wiring. The examination further reveals evidence of demarcation in the air-conditioning condenser on the exterior of the vehicle.

At this time, after completing the above inspection and examination, it was the opinion of this Investigator that the fire was accidental in nature. It is further the opinion of this Investigator that the fire originated within the main wiring loom that travels between the air-conditioning condenser and the grill, where there is evidence of arcing and fusing of the wiring sufficient to ignite the wiring insulation into open flame, with the fire extending causing the damage present. The fire is deemed to be an accidental fire, electrical in nature.

NICB VINASSIST:

A review of the NICB Vinassist indicates that the 1998 Ford, Expedition XLT, 4x2, is equipped with a 5.4 liter, engine and was assembled in Wayne, Michigan.

NATIONAL HIGHWAY TRAFFIC & SAFETY ADMINISTRATION:

A search of the National Highway Traffic & Safety Administration, Recall Database produced three records pertaining to the vehicle in question. Upon reviewing same, none were found to pertain to the fire in question.

A further search was conducted of the National Highway Traffic & Safety Administration, Investigations Database which produced one record pertaining the vehicle in question. Upon reviewing same, it was found not to pertain to the fire in question.

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[REDACTED]

June 6, 2000

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ALL DATA SYSTEM:

A search of the All Data System produced one recall and a number of technical service bulletins pertaining to the vehicle in question. Upon reviewing same, none were found to pertain to the fire in question.

OWNER INTERVIEW:

On May 24, 2000, at 4:58 p.m., Investigator Devin Jordan conducted an interview with [REDACTED] who is the title holder, one of the named insured's and principal driver of the vehicle in question. Further questioning revealed that no one else drives the vehicle other than [REDACTED].

The fire was discovered on May 24, 2000 at 2:00 a.m. according to the police. The weather conditions were cool and breezy. The location of the fire was near the residence on Brentwood Street in Troy. Subsequently, unidentified persons conducted 911 and the Troy fire department responded and extinguished a fire involving the 1998 Ford, Expedition. The vehicle in question is equipped with an eight-cylinder and was purchased new in September of 1997 from Leadership Ford, in Dallas, Texas. At the time of the purchase, there was a three-year, 36,000 mile warranty and an extended warranty was obtained for seven years or 100,000 miles.

When questioned regarding any warranty service performed, it was learned that the front passenger power window solenoid was replaced under warranty. This service was performed at Leadership Ford.

When questioned regarding any service work performed, it was learned that a 30,000 mile checkup and emission cleaned, oil change, trans service, cooling system flush, and emission system service was performed at Middlekauff Ford in Plano, Texas.

At the time of the fire, the fuel tank was approximately half full and the dealer normally checks the fluid levels. The last person to have entered the engine compartment would have been Middlekauff Ford for the 30,000 mile checkup on April 13, 2000.

The insured went on to stated that oil changes are secured every 3,000 miles and she never has to add any other fluids in between oil changes. Further questioning revealed that she has not

IN RE: Nationwide Claim No. [REDACTED]
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experienced any mechanical or electrical problems with the vehicle. Mileage at the time of the purchase was new, mileage at the time of the fire loss was 32,000 miles.

When questioned regarding receiving any recall notices, campaigns or correspondence from the manufacturer, she indicated that she did receive a recall, something in the dashboard with the washer controls, however, it was satisfied at Leadership Ford.

Further questioning revealed that no accessories have been added to the vehicle, all equipment is factory equipment. The insured went on to state that the vehicle is equipped with an immobilizer system and there is a hand-held remote unit for locking and unlocking the doors. At the time of the fire, all doors were locked, all windows were up.

The insured went on to state that she does in fact have a portable telephone, it was plugged in, however, the telephone was off at the time of the fire.

Since ownership of the vehicle, it has not been involved in an accident and it was learned that the vehicle had been parked since 8:30 p.m. with the fire discovered by the insured at 8:30 a.m. The insured went on to state that she has not experienced any operability problems, there is no warning lights illuminated, she did not detect any odors or hear any noises prior to the fire.

In a short scenario, the insured stated that the vehicle was moved from the parking area at the insured's condo complex to a court on Brentwood Street for street repair at 8:30 p.m. by the insured. At 8:30 a.m. on May 24, 2000, the insured went out to get the newspaper and her car was gone. At this time, a neighbor told her that the car caught fire around 1:40 a.m. and flames were coming out the engine compartment. The neighbor then went on to that the fire department responded and knocked on the doors in an attempt to locate the owner, but could not link the vehicle to the insured because the truck was not in the normal parking area at 1579 Brentwood, and that it had a Texas license plate.

At the time of the fire, the hood was closed, all doors were closed and locked and all windows were up. The insured states she has never spoken to the firemen and she has no idea as to the cause of the fire.

IN RE: Nationwide Claim No. [REDACTED]
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[REDACTED]

June 6, 2000
Page 6.

TROY FIRE DEPARTMENT:

A search of the Troy Fire Department records produced incident number 2000-490. The alarm date and time is Wednesday, May 24, 2000, at 1:50 a.m. The fire department arrived at 1:58 a.m. and cleared the scene at 2:19 a.m. The incident type was listed as passenger vehicle fire. The action taken was to extinguish the fire. The area of origin was listed as the engine area, with the heat source listed as arcing. The item first ignited was electrical wire cable insulation, the type of material ignited was plastic. The cause of ignition was failure of equipment or heat source. (See enclosed report).

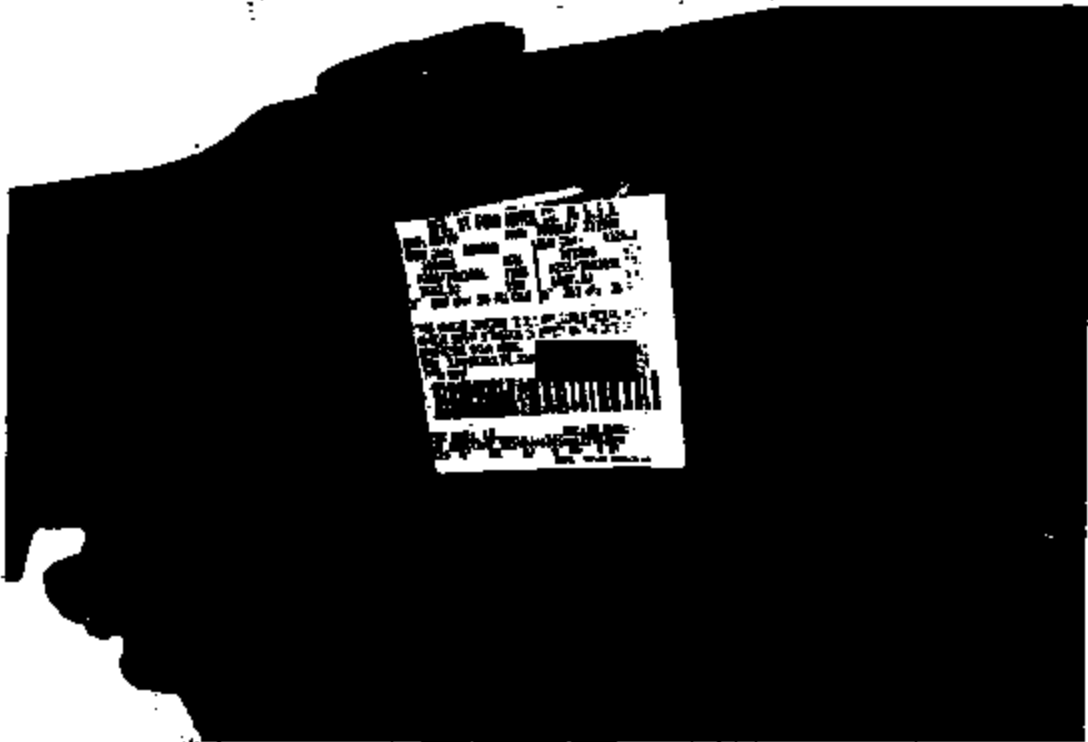
CONCLUSION:

Having completed an examination of the vehicle, reviewed an interview with the insured, conducted research pertaining to the vehicle in question, reviewed comparison photographs and based upon all of the information known at the time of the preparation of this report, it is the opinion of both Investigators that the fire was accidental in nature. It is further the opinion of both Investigators that the fire originated in the wiring harness that travels along the radiator shroud where a short to ground occurred sufficient to cause arcing and fusing of the wiring, ignition of the wiring insulation and immediate combustibles with the fire extending upward and outward from that location causing the damage present. The fire is deemed to be an accidental fire, electrical in nature. It should be noted that the vehicle has a three-year, 36,000 mile warranty and at the time of the fire, the vehicle was presently under the initial factory warranty.

At this time, we are closing our file and forwarding our report and photographs for your review.


Walter O. Herndon Jr.

WOH/geb



1. A view of vehicle identification number 1RMEU17L2W [REDACTED] identifying the 1998 Ford Expedition.
2. An overall view of the rear of the vehicle.





3. A view of the right rear of the vehicle.

.....
4. A view of the passenger side of the vehicle with
the passenger door window broken in.



EP85-205-LC-4825



5. A view of the right front.

6. A view of the left front.





7. A view of the drivers side.

8. A view of fire damage to the painted surface of the hood and left fender.

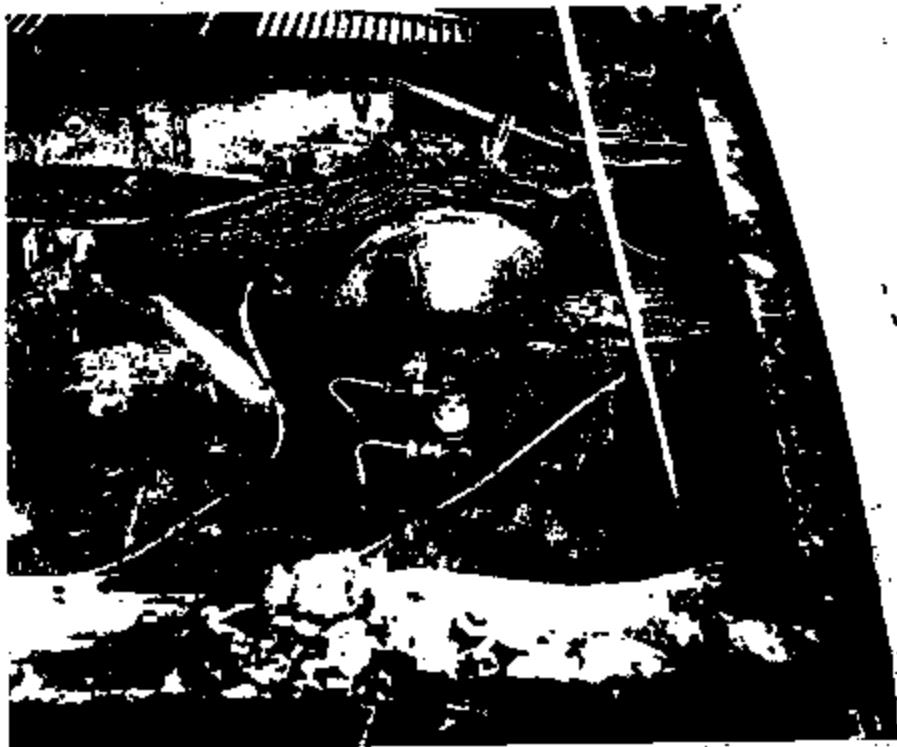




9. A view of the battery.

10. A view of the engine.





11. A view of the drivers side engine compartment.

12. A view of the front of the engine from the drivers side.





13. A view of the passenger compartment from the drivers side.

.....
14. A close-up view of the odometer reading 32,360 miles.





15. A view of the broken glass in the passenger compartment.

16. A view depicting the right front door window broken in.



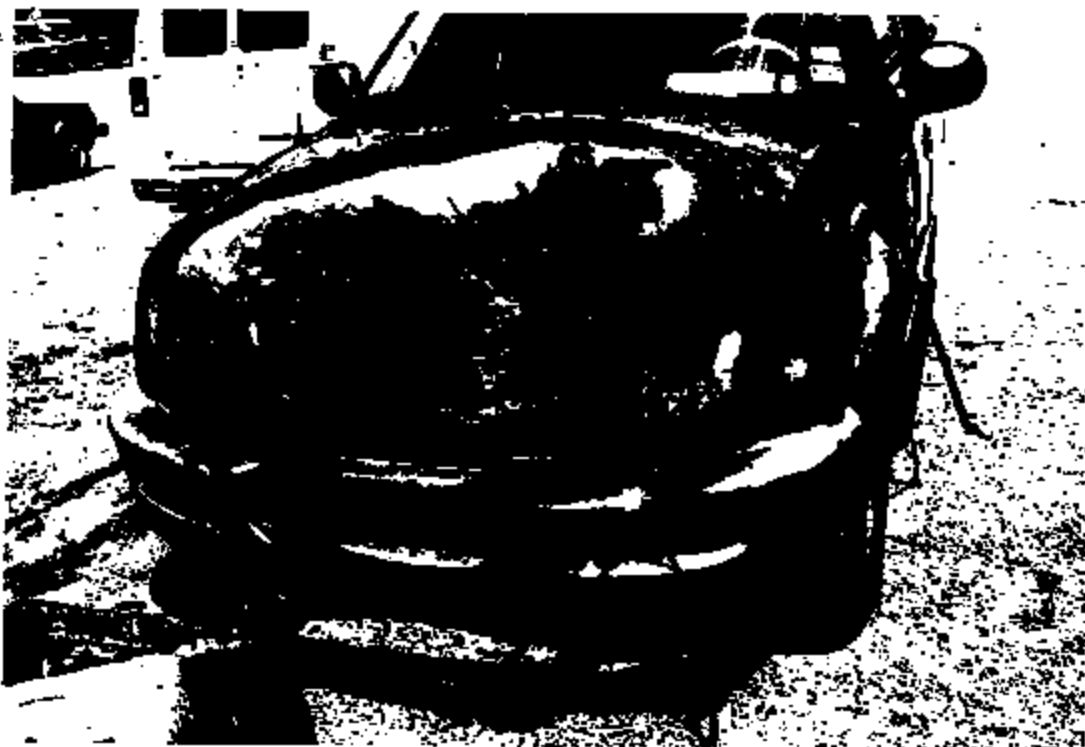
ERG-885-LC-4831



17. A view of the keys in the ignition.

18. An overall view of fire damage to the painted surface of the hood.





19. An overall view of fire damage to the grill, headlight assemblies and hood.

.....
20. A view of discoloration of the front bumper.





21. A close-up view of fire damage to the aluminum hood.

.....
22. A view of a wiring harness that travels along the radiator shroud from the drivers side to the passenger side.





23. A view of the wiring harness at which point a portion of the headlight is melted and then becomes intact.

.....
24. A view of the battery cable with exposure fire damage.





25. A view of electrical wiring travelling to the starter solenoid partially void of insulation.

.....
26. A view of the wiring harness that travels along the bulkhead with insulation still intact.





27. A view of the starter solenoid relay.

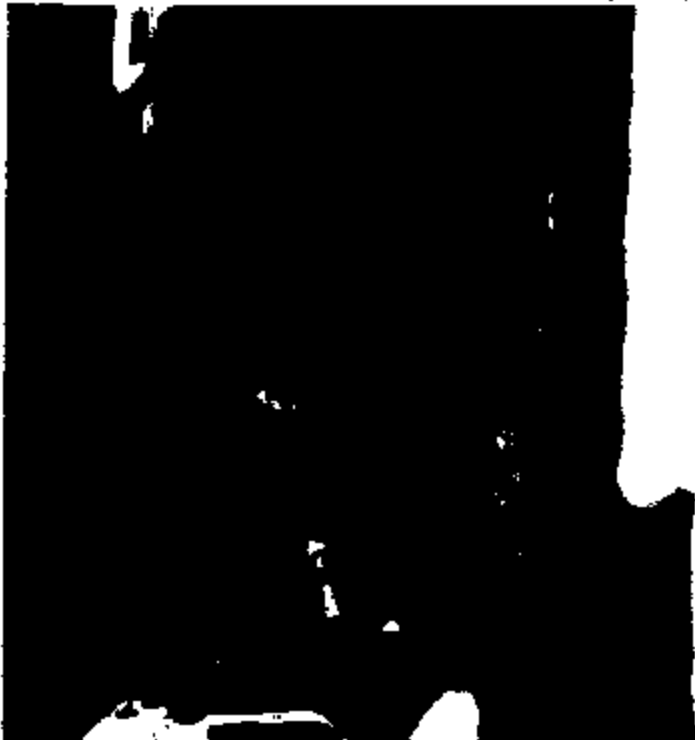
.....
28. A view of discoloration of the front bumper.





29. A view of fire damage to the plastic shroud
beneath the bumper.

30. A view of exposure fire damage to the
transmission cooler lines.





31. Another view of exposure fire damage to the transmission cooler lines.

.....
32. A view of exposure fire damage to the transmission cooler lines.





33. A view depicting arcing and fusing of wiring indicating it was energized at the time of the fire.

EGG-600-LC-4048



34. Another view of the arcing and fused wiring.



35. A view of arced and fused wiring.



36. A view of the wiring harness as it travels over to the right or passenger side.

EA85-803-LC-4843



37. A close-up view of the left or drivers side where the bracket is heavily rusted and pitted.

38. A view of the right front where the upper radiator hose connects.





39. A view of the left front of the engine compartment.

.....
40. A view of melting to the aluminum hood in the front, as well as, the underside confirming the heat radiated from the engine compartment outward.





41. Another view of melted aluminum on the interior of the hood.

42. A view depicting the painted surface charred of the hood on the exterior as it travels towards the bulkhead.



PLEASE SCAN ✓

June 8, 2000

IN RE: Nationwide Claim No. 087114
H&A File No. 00-1109VF
Suzanne Bragman

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Licensed in Michigan,
Ohio, Illinois

PREDICATION:

This report is predicated upon the request of Mr. Chris Rozewski, Nationwide Claims Representative, to conduct an investigation into [REDACTED] with special reference to a mechanical analysis of a 1998 Ford, Expedition.

RESEARCH:

On May 26, 2000, this Investigator arrived at Protech in Belleville, Michigan, for the purpose of obtaining comparison photographs of a 1998 Ford, Expedition. A 1998 Ford, Expedition, was found which had Vehicle Identification Number 1FMRU18W9W [REDACTED]. The wiring was traced from the power distribution box along the front of the vehicle, which reveals the wiring travels along the left or passenger side fender, across the front behind the headlights, where it travels between the radiator and the front portion of the framing for the front end and for the headlight assembly.

A close examination of the area, reveals a plastic clip holding the wiring in place. Upon close examination, just below the clip on the left or passenger side, this investigator observed a rusted spot where the taping around the wiring is rubbing against the frame. Close examination revealed that it has not penetrated through the tape into the wiring at this time. Further examination of the routing reveals it travels upward between the radiator and the air conditioning condenser, and is fastened by plastic clips along the front cross member to the right side of the vehicle.

ENR-885-LC-4847

IN RE: Nationwide Claim No. [REDACTED]
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[REDACTED]

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Page 2.

On the 1998 Ford, Expedition, the wiring on the left side is routed from the power distribution center to the headlights and the fog lights. It then travels across the front of the vehicle, connecting to the right and left impact sensor. From there, it travels to the right side of the vehicle where it connects to the washer pump, the washer level gauge, to the headlights, to the air conditioning low pressure switch, and to the fog lamps. The vehicle is not equipped with air suspension. Examination of the vehicle revealed that there is no power to the pump wiring harness with the key and the headlights in the off position.

JEROME DUNCAN FORD

On June 1, 2000, at 4:00 p.m., this Investigator arrived at Jerome Duncan Ford in Sterling Heights, Michigan, for the purpose of researching the front wiring harness that travels in the area of the radiator. This Investigator spoke with the Service Adviser, Dale Allison, who then referred me to their technician, Jim, (last name not given). The technician was questioned whether or not power would travel through the front wiring harness with the key off and the headlights off. The technician examined his wiring diagrams and stated that if the vehicle is equipped with air suspension, power would travel from the power distribution through that harness to the air suspension compressor motor and vent solenoid assembly or relay.

ALLDATA SYSTEM:

A search of the Alldata System regarding the electronic level control, reveals that the air compressor relay is located in the right front of the vehicle and is connected or travels through the front wiring harness that travels along the upper portion of the radiator. Further research reveals the air compressor is located on the right front of the vehicle and is further routed through the front wiring harness that travels along the top of the radiator.

On June 6, 2000, at 9:00 a.m., this Investigator spoke with Chris Rozewski, at which time Mr. Rozewski stated that the owner indicated the vehicle was equipped with air suspension equipment.

IN RE: Nationwide Claim No. [REDACTED]
H&A File No. 00-1109VF
[REDACTED]

June 8, 2000
Page 3.

CONCLUSION:

From the information ascertained during the course of this research, it was determined that the vehicle is equipped with air suspension, which would indicate that the wiring traveling across the front of the radiator from the left to right side, would have power with the key off to the air suspension relay or compressor.

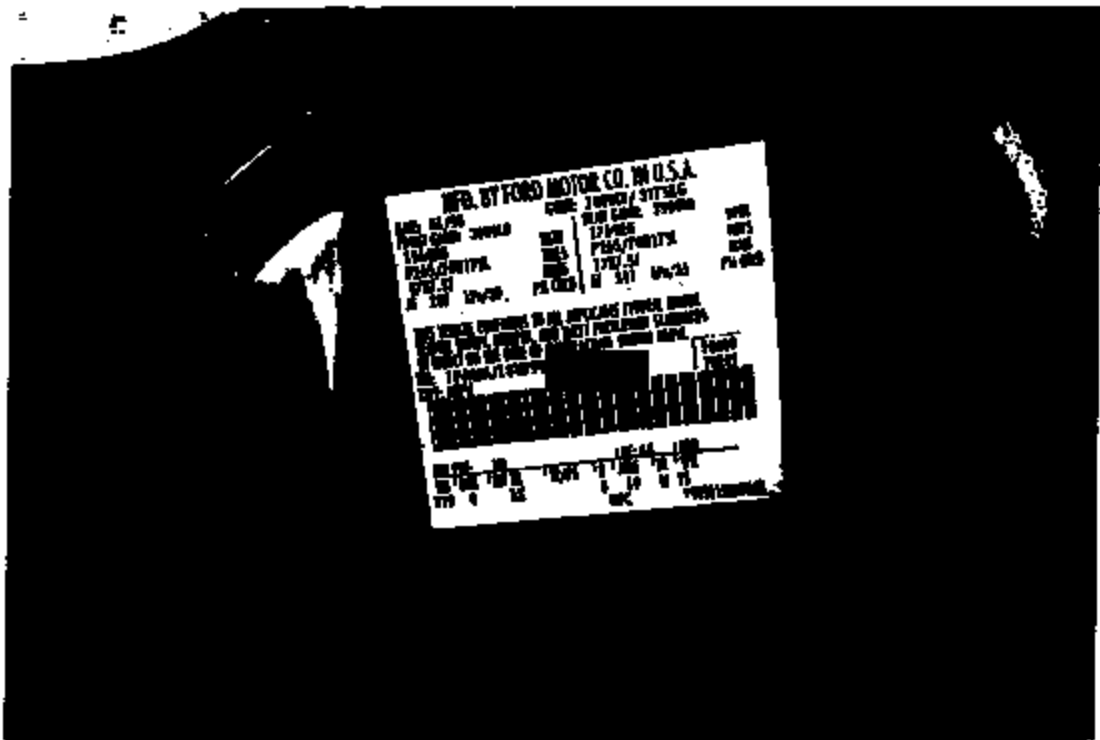
At this time, we are closing our file and forwarding our report and photographs for your review.



Edward W. Nightingale
Certified Master Mechanic

EWN/jj

00-1109VF
COMPARISON PHOTOGRAPHS



1. A view of the vehicle identification number of the vehicle used for comparison photographs.
.....
2. A view of the front of the vehicle.





3. A view revealing the plastic shroud which covers the wiring harness.

.....
4. A view of the wiring travelling in the area of the left front of the vehicle.



ED05-005-LC-4851



5. A view of the wiring travelling between the radiator and the front framing.

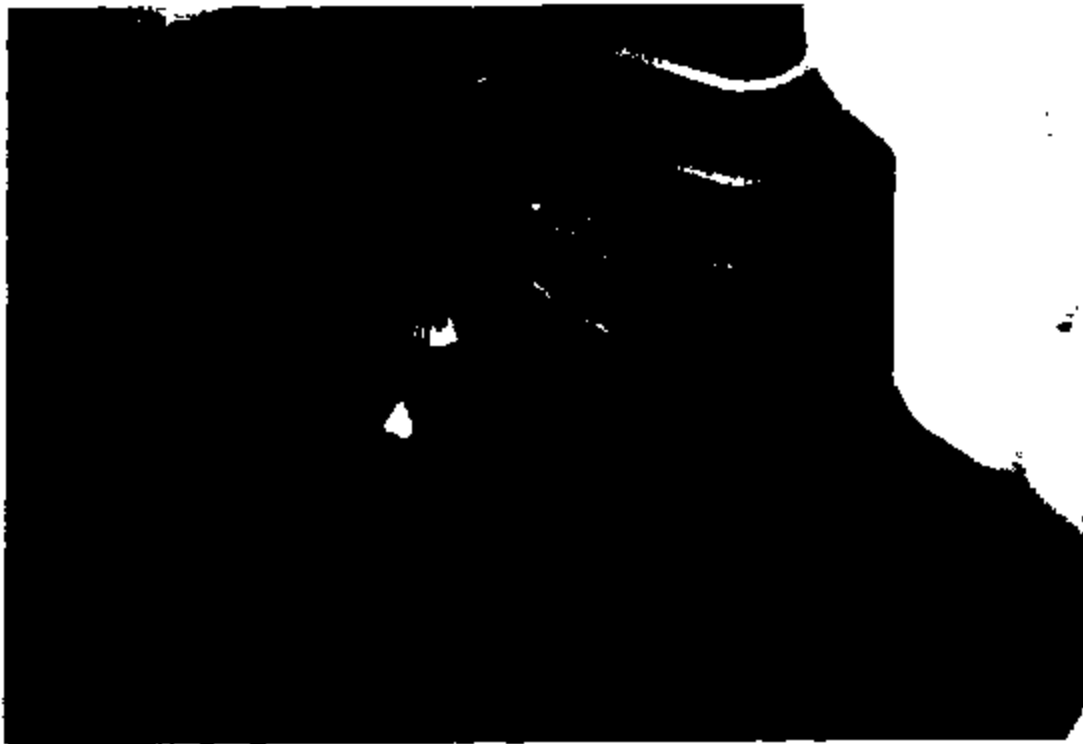
.....
6. A closer view revealing the wiring.





7. A view indicating a rusted spot in the area just below the clip on the left side.

.....
8. Another view of the wiring revealing the rusted spot.





9. A view of the wiring moved revealing the rubbing against the taping around the wiring harness.

10. Another view of the rusted spot on the taping of the wiring.

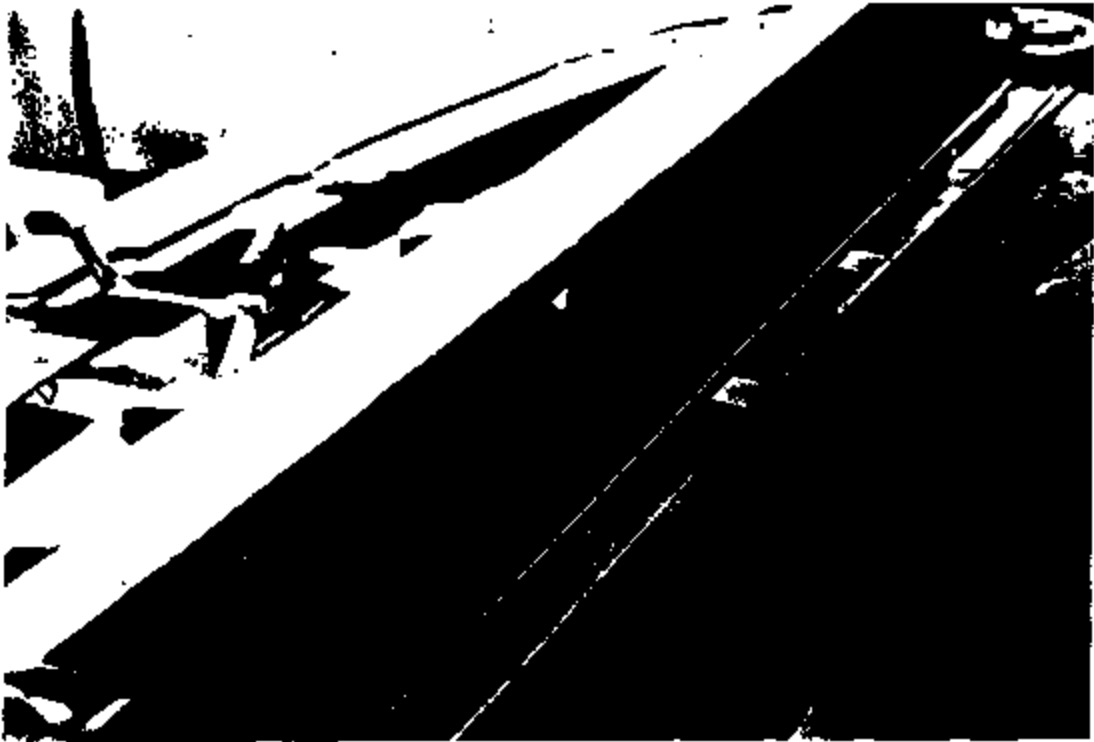




11. A view further revealing the slight rubbing on the wiring harness.

.....
12. A view of the small rust spot on the framing of the vehicle from rubbing against the wiring.





13. A view revealing the wiring routing.

.....
14. A closer view of the wiring routing.





15. A view of the plastic clips used to hold the wiring in place.

Basic

Alarm Date and Time	01:50:07	Wednesday, May 24, 2000
Arrival Time	01:58:44	
Controlled Date and Time		
Last Unit Cleared Date and Time	02:19:31	Wednesday, May 24, 2000
Response Time	0:08:37	
Priority Response	Yes	
Completed	Yes	
Reviewed	Yes	
Fire Department Station	ST6	
Shift	A	
Incident Type	131 - Passenger vehicle fire	
Aid Given or Received	N - None	
Alarms	1	
Action Taken 1	11 - Extinguish	
Property Loss	\$10,000.00	
Contents Loss	\$500.00	
Property Value	\$30,000.00	
Contents Value	\$1,000.00	
Property Use	962 - Residential street, road or residential driveway	
Location Type	Address	
Address	[REDACTED]	
City, State Zip	Troy, MI	
District	6-C	

Person Involved/Property Owner - BRAGMAN, SUSANNE

Owner	Yes
Last Name	[REDACTED]
First Name	[REDACTED]
Business Name	(LOCAL)
Street Address	[REDACTED]
City, State Zip	DALLAS, TX
Phone	[REDACTED]

Fire

Area of Origin	83 - Engine area, running gear, wheel area
Heat Source	13 - Arcing
Item First Ignited	81 - Electrical wire, cable insulation
Confined To Origin	1
Type of Material	41 - Plastic
Cause of Ignition	3 - Failure of equipment or heat source
Contribution To Ignition 1	UU - Undetermined
Human Factors	None
Mobile Equipment Involved	3 - Involved in ignition and burned
Mobile Equipment Type	11 - Passenger car.
Mobile Equipment Make	FO - Ford
Mobile Equipment Model	Expedition
Mobile Equipment Year	1998
Mobile Equipment VIN	1FMEU17L2WI [REDACTED]
Mobile Equipment License	PTLVR

Fire	
Mobile Equipment State	TX
Apparatus - E61	
Apparatus ID	E61
Response Time	0:03:02
Apparatus Dispatch Date and Time	01:51:02 Wednesday, May 24, 2000
En route to scene date and time	01:55:51 Wednesday, May 24, 2000
Apparatus Arrival Date and Time	01:58:53 Wednesday, May 24, 2000
Apparatus Clear Date and Time	02:19:31 Wednesday, May 24, 2000
Apparatus priority response	Yes
Apparatus Use	1
Apparatus Action Taken 1	11 - Extinguish
Apparatus Type	12 - Truck or aerial
Apparatus - FO6	
Apparatus ID	FO6
Response Time	0:04:54
Apparatus Dispatch Date and Time	01:51:03 Wednesday, May 24, 2000
En route to scene date and time	01:55:50 Wednesday, May 24, 2000
Apparatus Arrival Date and Time	01:58:44 Wednesday, May 24, 2000
Apparatus Clear Date and Time	02:19:30 Wednesday, May 24, 2000
Apparatus priority response	Yes
Apparatus Use	1
Apparatus Type	92 - Chief officer car
Apparatus - E62	
Apparatus ID	E62
Response Time	0:03:19
Apparatus Dispatch Date and Time	01:52:46 Wednesday, May 24, 2000
En route to scene date and time	01:55:30 Wednesday, May 24, 2000
Apparatus Arrival Date and Time	01:58:49 Wednesday, May 24, 2000
Apparatus Clear Date and Time	02:19:31 Wednesday, May 24, 2000
Apparatus priority response	Yes
Apparatus Use	1
Apparatus Type	11 - Engine
Authority	
Reported By	802 - Sinclair, Richard H 02:34:22 Wednesday, May 24, 2000
Officer in Charge	617 - McKay, Joseph B 02:34:27 Wednesday, May 24, 2000
Reviewer	1 - Zimny, Chris 08:16:01 Tuesday, May 30, 2000
Narratives	
Narrative Name	CAD Narrative
Narrative Type	CAD Narrative
Narrative Date	-
Narrative Text	F20001002 FVEHICL VEHICLE FIRE



Narratives

RPT 61 DEG.....S AT 4
RECOMMENDED UNI

End of Report



Investigators/Consultants

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**VEHICLE FIRE
INVESTIGATION**

Fire Dept. TROY
Incident No. _____

Date/Time Of Investigation 5-25-00 (2) / 7:14 PM
Vehicle Examined At COLPHAM'S TOWING TROY
Location At Time Of Fire BREWSTER ST., TROY
Alley Building Driveway/Garage Field Freeway Park Pk Lot Street
Date Of Fire 5-24-00 Day WED Time Of Call 2:09 AM Arrived _____ Clear _____

Description Of Vehicle

Title Holder	[REDACTED]		
Owner	[REDACTED]		
Address	[REDACTED]		
Year	<u>1998</u>	Make	<u>FORD</u>
Model	<u>EXPERION</u>		
Color: (Top)	<u>BLUE</u>	(Bottom)	<u>BLUE</u>
License Plate:			
State	<u>TEXAS</u>	Number	Expiration Date
Vehicle Identification Number:	<u>1E8AU17L2WL</u>		
Lein Holder:	<u>NONE LISTED</u>		
Insurance Company:	<u>NATIONWIDE</u>		

Passenger Compartment (Interior)

Dashboards:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Partially Consumed <input type="checkbox"/>	Consumed <input type="checkbox"/>
Radio:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>		
Speakers:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>		
Firewall:	Intact <input checked="" type="checkbox"/>	Breached By Fire <input type="checkbox"/>		
Ignition:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	On Position <input type="checkbox"/>	Off Position <input type="checkbox"/>
	Locked <input checked="" type="checkbox"/>	Thumb Assist Off <input type="checkbox"/>		
Tampered With/Intact	<input type="checkbox"/>	Tampered With/Defeated <input type="checkbox"/>	Destroyed By Fire <input type="checkbox"/>	In Debris <input type="checkbox"/>
Steering Column:	Intact/Locked <input checked="" type="checkbox"/>	Intact/Unlocked <input type="checkbox"/>	Tampered With/Intact <input type="checkbox"/>	
	Tampered With/Defeated <input type="checkbox"/>	Missing <input type="checkbox"/>	Destroyed By Fire <input type="checkbox"/>	
Front Seat:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Partially Consumed <input type="checkbox"/>	Consumed <input type="checkbox"/>
Rear Seat:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Partially Consumed <input type="checkbox"/>	Consumed <input type="checkbox"/> N/A <input type="checkbox"/>
Glove Box:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Partially Consumed <input type="checkbox"/>	Consumed <input type="checkbox"/> Removed <input type="checkbox"/>
Items In Glove Box:	Owner's Manual <input checked="" type="checkbox"/>	Miscellaneous Papers <input type="checkbox"/>		
Air Bag:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Deployed <input type="checkbox"/>	Fire Damaged <input type="checkbox"/> N/A <input type="checkbox"/>
Driver's Side	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Deployed <input type="checkbox"/>	Fire Damaged <input type="checkbox"/> N/A <input type="checkbox"/>
Pass. Side	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Deployed <input type="checkbox"/>	Fire Damaged <input type="checkbox"/> N/A <input type="checkbox"/>
Ignition Key:	None Found <input type="checkbox"/>	In Ignition <input checked="" type="checkbox"/>	At Scene <input type="checkbox"/>	In Debris <input type="checkbox"/>
Odometer Reading:	<u>32,360</u>	Actual <input checked="" type="checkbox"/>	Digital <input type="checkbox"/>	Oil Change <input type="checkbox"/> Removed <input type="checkbox"/> Destroyed By Fire <input type="checkbox"/>
Title Information:	(Date Of Transfer To Current Owner/Mileage)			

VEHICLE FIRE INVESTIGATION

2

14 Personal Effects In Passenger Compartment

Engine Compartment

15 Engine Accessibility: Limited (Hood Jammed) Open Forced Open By Investigator

16 Engine:	Intact	Missing	Partially Stripped	Fire Damaged
17 Battery:	Intact	Missing	Fire Damaged	<input checked="" type="checkbox"/>
18 Radiator:	Intact	Missing	Fire Damaged	<input checked="" type="checkbox"/>

Fluid Levels: **NOTE: D.B.F. = DRAINED BY FIRE**

Oil	Transmission	Radiator	Brake	Power Steering
DIP STICK UP ABOVE	FULL			
D.B.F.	D.B.F.	D.B.F. <input checked="" type="checkbox"/>	D.B.F. <input checked="" type="checkbox"/>	D.B.F. <input checked="" type="checkbox"/>

19 Belts:	Intact	Partially Consumed	<input checked="" type="checkbox"/>	Consumed
20 Upper Hose:	Intact	Partially Consumed	<input checked="" type="checkbox"/>	Consumed
21 Lower Hose:	Intact	Partially Consumed	<input checked="" type="checkbox"/>	Consumed

22 Engine Parts Missing: *0*

23 Anti-Theft System: Yes No Unknown

24 Additional Information:

Exterior Examination

25 Tires:

Type	Custom Wheels/ Wheelcovers	Treadwear	No. Of Lugs	Missing
<i>AMERICAN TREAD</i>	<i>4</i>	<i>25%</i>	<i>ALL</i>	

Door Cylinders (Locks)

26 Left Door:	Intact	<input checked="" type="checkbox"/>	Fire Damaged	Forced Entry
27 L. Sliding:	Intact	<input type="checkbox"/>	Fire Damaged	Forced Entry
28 Rear Cargo:	Intact	<input type="checkbox"/>	Fire Damaged	Forced Entry
29 R. Sliding:	Intact	<input type="checkbox"/>	Fire Damaged	Forced Entry
30 Right Door:	Intact	<input checked="" type="checkbox"/>	Fire Damaged	Forced Entry

Trunk Compartment Examination

31 Pickup Van Utility Vehicle

32 Trunk Lock: Intact No Fire Damaged Locked Open Forced

33 If Forced, By Whom?

34 Trunk Release: Yes No Unknown Entry To Trunk: Yes No

VEHICLE FIRE INVESTIGATION **3**

Trunk Contents

36	Spare Tire:	Intact <input checked="" type="checkbox"/>	Missing <input checked="" type="checkbox"/>	On Vehicle <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>
37	Tire Change Equipment:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	At Scene <input type="checkbox"/>	Engine Compartment <input type="checkbox"/>
38 Other Contents/Personal Effects In Trunk Compartment/Cargo Area:					

Glass Condition

39	Windshield:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
	Electric Windows:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
41	Driver's Window:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
	Position	Up <input checked="" type="checkbox"/>	Down <input type="checkbox"/>				
42	Left Rear Window:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
	Position	Up <input checked="" type="checkbox"/>	Down <input type="checkbox"/>	Stationary <input type="checkbox"/>			
43	Left Rear 3rd. Window:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
	Position	Stationary <input checked="" type="checkbox"/>					
44	Rear Window:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
45	Right Rear 3rd. Window:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
	Position	Stationary <input checked="" type="checkbox"/>					
46	Right Rear Window:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input type="checkbox"/>	Out <input type="checkbox"/>
	Position	Up <input checked="" type="checkbox"/>	Down <input type="checkbox"/>	Stationary <input type="checkbox"/>			
47	Passenger Window:	Intact <input type="checkbox"/>	Missing <input type="checkbox"/>	Melted/Cracked By Heat <input type="checkbox"/>	Broken <input type="checkbox"/>	In <input checked="" type="checkbox"/>	Out <input type="checkbox"/>
	Position	Up <input checked="" type="checkbox"/>	Down <input type="checkbox"/>				
48	Sun Roof:	Open <input type="checkbox"/>	Missing <input type="checkbox"/>	Closed <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>		
49	Convertible:	Up <input type="checkbox"/>	Missing <input type="checkbox"/>	Down <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>		
50	T-Top:	On <input type="checkbox"/>	Missing <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>			

Under Vehicle

51	Fuel Tank:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>		
52	Gas Cap:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>		
53	Fill Pipe:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Fire Damaged <input type="checkbox"/>		
54	Transmission:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Leakage Noticed	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
55	Oil Pan:	Intact <input checked="" type="checkbox"/>	Missing <input type="checkbox"/>	Leakage Noticed	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

VEHICLE FIRE INVESTIGATION 4


Rust And Damage

Areas	Open	Closed	Missing	Rust	Damaged	Vandalized
56 Front Bumper:						
57 Hood:						
58 Grille:						
59 Left Fender:						
60 Driver's Door:		X				
61 Left Rear Door:		X				
62 Left Quarter Panel:						
63 Trunk Lid:						
64 Rear Bumper:						
65 Roof:						
66 Right Quarter Panel:						
67 Right Rear Door:		X				
68 Passenger Door:		X				
69 Right Fender:						

Utility Or Van

70 Rear Cargo Doors:						
71 Side Cargo Doors:						
72 Body Condition:		Excellent	Good	X	Fair	Poor

73 Number Of Photographs Taken: _____

74 Evidence Confiscated: 

Investigated By: W. O. Hines

==>

VIN: 1EMEH17L2WT [REDACTED] Year: 1998 Model: EXPEDITION
 Name: [REDACTED]
 Trmt: [REDACTED] Case: 400021749
 Issue Type: 07 LEGAL Issue Status: K OPEN
 Comm Type: PH PHONE Odometer Reading: 30000
 Dealer: 02694 DEAN SELLERS INC Odometer Type: MI
 Symptom Desc: Document Number: _____
 Reason Desc: LEGAL - FIRE CLAIM Legal Issue Type: _____
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code: _____
 Action Desc: MAKE OUTBOUND CALL TO DEALER CAN Award Code: _____
 Comments: ***LPA COMMENTS***

LPA HAS SPOKE WITH THE S/M WHO IS CURRENTLY ASSISTING ANOTHE
 R CUSTOMER. THE S/M WILL CALL LPA BACK ONCE HE HAS FINISH
 RESOLVING THE CUSTOMER CONCERNS.

F1=Help F2=ActionList F5=Add F6=DealerInfo
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList
 NO PREVIOUS COMMENT LPREL54

==>

VIN: 1FMEU17L2WL [REDACTED] Year: 1998 Model: EXPEDITION
 Name: [REDACTED]
 Trmt: [REDACTED] Case: 400021749
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: PH PHONE Odometer Reading: 30000
 Dealer: 02694 DEAN SELLERS INC Odometer Type: MI
 Symptom Desc: Document Number: _____
 Reason Desc: LEGAL - FIRE CLAIM Legal Issue Type: _____
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code: _____
 Action Desc: MAKE OUTBOUND CALL TO CUSTOMER CAN Award Code: _____
 Comments: ***LPA COMMENTS***

LPA SPOKE WITH THE CUSTOMER ON 06/01/00. THE CUSTOMER
 INDICATES THAT HIS VEHICLE CAUGHT FIRE WHILE IN HIS SON'S
 DRIVEWAY. HE WAS VISITING HIS SON AND ATTENDING HIS DAUGHTER
 GRADUATION AT MICHIGAN STATE WHEN THE INCIDENT OCCURRED. THE
 VEHICLE IS CURRENTLY IN THE POSSESSION OF HIS INSURANCE
 COMPANY WHO HAVE DECIDED TO PAY THE CUSTOMER CLAIM. LPA
 INFORMED THE CUSTOMER THAT HIS INSURANCE COMPANY WOULD

F1=Help F2=ActionList F5=Add F6=DealerInfo
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList
 LPREL54

==>

VIN: 1FMEU17L2WL [REDACTED] Year: 1998 Model: EXPEDITION
 Name: [REDACTED]
 Trmt: [REDACTED] Case: 400021749
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: PH PHONE Odometer Reading: 30000
 Dealer: 02694 DEAN SELLERS INC Odometer Type: MI
 Symptom Desc: Document Number: _____
 Reason Desc: LEGAL - FIRE CLAIM Legal Issue Type: _____
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code: _____
 Action Desc: MAKE OUTBOUND CALL TO CUSTOMER CAN Award Code: _____
 Comments: INFORMED THE CUSTOMER THAT HIS INSURANCE COMPANY WOULD
 FILE SUBROGATION IF THEY FELT FORD MOTOR COMPANY WAS LIABLE.
 NO INJURIES WERE SUSTAINED DURING THIS ORDEAL AND NO
 OTHER RELATED DAMAGES.

*
 THE CUSTOMER SIMPLY WANTED TO LET FORD MOTOR COMPANY KNOW
 THAT HIS VEHICLE CAUGHT FIRE. THE CUSTOMER WAS ALSO SEEKING
 SOME ASSISTANCE TOWARD A NEW VEHICLE SINCE HIS INSURANCE

F1=Help F2=ActionList F5=Add F6=DealerInfo
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList
 LPRELS4

-->

VIN: 1FMEU17L2WL Year: 1998 Model: EXPEDITION
 Name:
 Trmt:
 Issue Type: 07 LEGAL Case: 400021749
 Issue Status: X ACKNOWLEDG
 Comm Type: PH PHONE Odometer Reading: 30000
 Dealer: 02694 DEAN SELLERS INC Odometer Type: MI
 Symptom Desc: Document Number:
 Reason Desc: LEGAL - FIRE CLAIM Legal Issue Type:
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code:
 Action Desc: MAKE OUTBOUND CALL TO CUSTOMER CAN Award Code:
 Comments: SOME ASSISTANCE TOWARD A NEW VEHICLE SINCE HIS INSURANCE
 COMPANY IS NOT OFFERING THE AMOUNT HE PAID FOR THE VEHICLE.

F1=Help F2=ActionList F5=Add F6=DealerInfo
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList
 LPREL54

=>

VIN: 1FMEU17L2WI [REDACTED] Year: 1998 Model: EXPEDITION
 Name: [REDACTED]
 Issue Type: 07 LEGAL Case: 400021749
 Issue Status: C ACKNOWLEDG
 Comm Type: PH PHONE Odometer Reading: 30000
 Dealer: 02694 DEAN SELLERS INC Odometer Type: MI
 Symptom Desc: Document Number: _____
 Reason Desc: LEGAL - FIRE CLAIM Legal Issue Type: _____
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code: _____
 Action Desc: REFER TO INSURANCE CARRIER - I CAN Award Code: _____
 Comments: ***LPA COMMENTS***

LPA HAS REFERRED THE CUSTOMER TO THEIR INSURANCE COMPANY
 SINCE THEY WERE ALREADY INVOLVED. THE INSURANCE WOULD PROVIDE
 ASSISTANCE IN THE MATTER AND WILL FILE SUBROGATION AGAINST
 FORD MOTOR COMPANY, IF THEY FEEL FORD IS LIABLE. BASED ON
 THIS INFORMATION, WE PURPOSE NO FURTHER ACTION.

F1=Help F2=ActionList F5=Add F6=DealerInfo
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList
 NO PREVIOUS COMMENT LPREL54



IN THE CIRCUIT COURT FOR
CULLMAN COUNTY, ALABAMA

[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

*
*
*
*
*
*
*
*
*

CV-2002-_____

COMPLAINT

PARTIES

1. [REDACTED] is an Alabama corporation doing business by agent in Cullman County, Alabama.
2. [REDACTED] is over the age of [REDACTED] and resides in Cullman County, Alabama.
3. Ford Motor Company is a corporation with its principal place of business in Michigan. At all times relevant to the allegations of this Complaint, Ford Motor Company did business by agent in Cullman County, Alabama.

FACTS

4. [REDACTED] purchased a 2001 Ford F-150 truck. On January 28, 2002, said truck was parked at the residence of [REDACTED]. Said truck caught fire and was destroyed by fire on said date.
5. At the time of said fire, [REDACTED] was insured under a policy of automobile insurance issued by Alfa Mutual Insurance Company. Alfa

was caused to expend \$20,109.51 as a result of said fire. [REDACTED]

lost his deductible, \$250.00.

6. At the time of said fire, the engine of [REDACTED] truck was not running. Said fire occurred because the truck had been defectively manufactured and left the factory in its defective condition.

COUNT ONE

BREACH OF WARRANTY

7. Plaintiffs incorporate by reference all preceding paragraphs of this Complaint as if fully set out herein.
8. The truck manufactured by Ford Motor Company caught fire due to defective materials, design and/or workmanship. Said failure constitutes a breach of warranty, both express and implied on the part of Ford Motor Company.

WHEREFORE, PREMISES CONSIDERED, Alfa demands judgment in the amount of its subrogation interest, \$20,109.51. [REDACTED] demands judgment in the amount of his deductible, \$250.00.

COUNT TWO

ALABAMA MANUFACTURER'S EXTENDED LIABILITY DOCTRINE

9. Plaintiffs incorporate by reference all preceding paragraphs of this Complaint as if fully set out herein.
10. Ford Motor Company was in the business of selling trucks such as the truck purchased by [REDACTED]. Said truck was expected to reach the user, in this case, [REDACTED] without substantial change in condition.

Said truck was defective and, as a proximate result of said defect, was destroyed by fire, causing loss on the part of Alfa and [REDACTED]

Said facts render Defendant liable under the Alabama Manufacturer's Extended Liability Doctrine.

WHEREFORE, PREMISES CONSIDERED, Alfa demands judgment in the amount of its subrogation interest, \$20,109.51. [REDACTED] demands judgment in the amount of his deductible, \$250.00.

COUNT THREE

FAILURE TO WARN

11. Plaintiffs incorporate by reference all preceding paragraphs of the Complaint as if fully set out herein.

12. Ford Motor Company failed to warn [REDACTED] that its product could ignite while parked with the engine off and be destroyed by fire. As a proximate result of said failure to warn, the truck was destroyed, causing loss to Alfa and [REDACTED]

WHEREFORE, PREMISES CONSIDERED, Alfa demands judgment in the amount of its subrogation interest, \$20,109.51. [REDACTED] demands judgment in the amount of his deductible, \$250.00.

COUNT FOUR

MAGNUSSON-MOSS ACT

13. Plaintiffs incorporate by reference all preceding paragraphs of the Complaint as if fully set out herein.

14. Ford Motor Company placed said truck in the stream of commerce.

Said truck was intended to reach, and did reach, [REDACTED] in a condition unchanged from when it left the possession of Ford Motor Company. Plaintiffs were damaged as a proximate result of the defective condition of said truck.

15. Defendant has been notified of said defects and damages by Plaintiffs and has failed or refused to reimburse Plaintiffs for their loss.

16. Defendant's failure or refusal to reimburse Plaintiffs for their loss constitutes a violation of the Magnusson-Moss Warranty - Federal Trade Commission Improvement Act (the Magnusson-Moss Act).

WHEREFORE, PREMISES CONSIDERED, Alfa demands judgment in the amount of its subrogation interest, \$20,109.51. [REDACTED] demands judgment in the amount of his deductible, \$250.00. In addition, Plaintiffs demand costs and attorney's fees incurred in this action.



JEFFREY W. SMITH (SMI088)
Attorney for Plaintiffs Alfa Mutual
Insurance Company and Bobby
Calvert

OF COUNSEL:

Post Office Box 4486
Montgomery, AL 36103-4486
(334) 264-1640

DEFENDANT MAY BE SERVED BY CERTIFIED MAIL

Mr. Shawn Norton
Office of General Counsel
Ford Motor Company
Parklane Towers West, Suite 300
Three Parklane Boulevard
Dearborn, MI 48126-2568

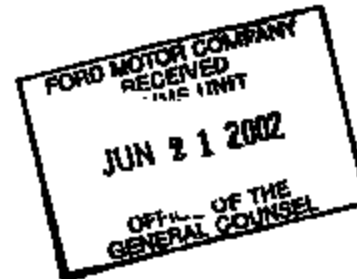
2005-005-LC-4073

JEFFREY W. SMITH
ATTORNEY AT LAW
(334) 264-1640
FACSIMILE: (334) 264-8640

640 S. McDONOUGH ST.
MONTGOMERY, AL 36104

MAILING ADDRESS:
P.O. Box 4486
MONTGOMERY, AL 36103-4486

June 18, 2002



Claims Department
Ford Motor Company
Parklane Towers West
3 Parklane Boulevard, Suite 300
Dearborn, MI 48128

RE: [REDACTED]

Claim No. : [REDACTED]
Insured : [REDACTED]
DOL : 1/28/02

To Whom it May Concern:

This office represents Alfa Mutual Insurance Company and its insured, [REDACTED] in relation to a fire which destroyed [REDACTED] 2001 Ford F-150 4X2 Super Cab Styleside. The VIN on this vehicle is 1FTZX17221N [REDACTED]

[REDACTED] truck was parked in his yard when it was destroyed by fire the evening of January 28, 2002. Alfa's loss was \$20,109.51. [REDACTED] deductible was \$250.00. [REDACTED] and [REDACTED] are making claim for this amount.

In support of this claim, I am enclosing a laser copy of the Fire Origin and Cause Report, the report of the Volunteer Fire Department and a copy of the draft payable to [REDACTED] and his lender.

This vehicle is located at the Saddisco Salvage Yard in Birmingham, AL. I have advised Alfa to store the vehicle there for one month from the date of this letter in the event Ford wants to conduct an investigation. If Ford does not intend to conduct an investigation, please advise me immediately so that the salvage may be disposed of.

Please acknowledge this claim at your earliest convenience and let me know what Ford's intentions are concerning this subrogation. If I do not hear

ER05-005-LC-4874

1/28/02
01 F-150
\$20,360

Claims Department
June 18, 2002
Page -2-

from the company within two weeks, I will advise Alfa to file suit. I appreciate your cooperation and look forward to hearing from you.

Very truly yours,



Jeffrey W. Smith

JWS/cmc

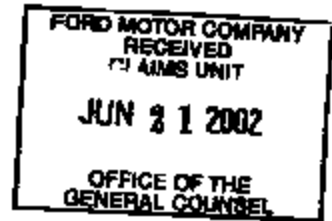
6830 Honor Keith Road
Trussville, AL 35173



Business (205) 655-5464
Fax (205) 655-7024

COMPLETE FIRE AND GENERAL INVESTIGATIONS

PRIVILEGED AND CONFIDENTIAL
REPORT NUMBER ONE
February 22, 2002



PREPARED FOR:

Alfa Insurance Company
P.O. Box 1069
Cullman, Alabama 35056

ATTENTION:

Les Patterson

INSURED:



VEHICLE DESCRIPTION:

2001 Ford F-150
4X2 Super Cab Styleside

VEHICLE ID NUMBER:

1FTZX17221N



DAY & DATE OF LOSS:

Monday, January 28, 2002

CLAIM NUMBER:



PYRTECH FILE NUMBER:

22035

ENCLOSURES:

1. A vehicle diagram with legend and overlay
2. Twenty-three mounted color photographs
3. Unmounted photographs and all negatives

ASSIGNMENT:

This assignment was received on January 31, 2002 from Mr. Les Patterson with specific instructions to conduct an origin and cause examination. This examination was conducted on February 5, 2002 at the incident site and residence of the insured, [REDACTED] Cullman, Alabama [REDACTED]

VEHICLE DESCRIPTION:

This is a black, two-door, 2001 Ford F-150, 4X2 Super Cab Styleside pickup truck. The odometer is fire destroyed. The vehicle is powered by a 4.2-liter V-6 gasoline engine and an automatic transmission.

All directional references to the vehicle are as if one is seated in the driver's seat.

EXTERIOR EXAMINATION:

The aluminum hood is completely melted away. Small strips of heat damaged paint are present at the rear of both fenders and across the bottom of both doors. Radial burn patterns on both doors in the extended sections of the cab extend in an upward manner onto the sides of the bed. The right front tire is completely burned away and the aluminum alloy wheel is extensively melted on the backside. The left front tire is relatively intact with severe damage to the inner side wall and the rear tires are undamaged. Heavy fire damage on the forward edge of the roof decreases slightly toward the rear. Damage to body seam filler is more complete at the right front and along the right side. The upper forward areas of the aluminum toolbox mounted across the front of the bed are melted away, exposing a number of tools.

The forward areas of the plastic bed liner are burned away in front of the toolbox but the liner is only heat distorted toward the rear. Burn patterns indicate this fire originated at the right side of the engine compartment.

Evidence of previous body repair is present on the left side door. Deep scratches are present in the paint above the left rear wheel opening and on the side of the bed.

INTERIOR EXAMINATION:

Personal items on the floor of the extended cab area were protected from fire that extended from the front by the front seats. Charring of upholstery material increases toward the right front where very brittle wiring is present on top of fire debris below the right side of the dash. The dash support bar has sagged slightly at the right side and extensive burn patterns are on metal components and on the rear of the cowling at the right side where several openings are present that allow for installation of ventilation components. Melting of the heater core and evaporator coil is more prominent toward these openings and burning on the backside of the metal glovebox door is much more severe than on the front side. Patterns of burning indicate fire extended into the interior from the right side of the engine compartment.

ENGINE COMPARTMENT EXAMINATION:

Extensive damage is present throughout where both plastic inner fender panels are burned away. Charred remains of plastic components and wiring insulation are present along the left side fender and on the left side and front of the engine. Melting of light metal components is more prevalent across the top of the engine and increases steadily toward the right side. The intensity of burn patterns increases along the front of the cowling toward the right side where copper conductors of the wiring harness are very brittle. Extensive damage is also present on the right side of the right side valve cover.

Patterns of burning indicate this fire originated in the upper area of the right rear of the engine compartment where the worst area of burning centers around a metal bracket. This bracket bolts to the upper right side of the cowl to which components of the power distribution panel are normally attached.

ORIGIN AREA EXAMINATION:

Components of the power distribution panel are completely destroyed. A cursory examination of wiring revealed a number of short, brittle pieces of copper conductors around the power distribution panel but no obvious signs of arcing or shorting. Due to the probability of subrogation, no destructive testing was performed.

INVESTIGATION:

██████████ the insured, ██████████ purchased the truck from Eckenrod Ford in Cullman, Alabama in April of 2001 and has had no mechanical problems. Repairs to the left side door were completed by a friend who does bodywork. ██████████ returned home from work and parked the truck in its usual spot in front of the residence and noticed nothing unusual. He was asleep with his girlfriend when his stepfather, who lives nextdoor, called to tell him the truck was on fire. He dashed outside and used a garden hose to fight the fire until the fire department arrived.

██████████ mother of the insured who lives nextdoor, stated she had just gone to bed when her husband, ██████████" to her that ██████████ truck was on fire. When she stepped out onto the deck at the rear of her home, she could see flames coming up from the right side of the hood. She stated they have had no problems with vandalism.

Research of the National Highway Traffic Safety Administration Recall Database revealed no recalls concerning problems of this type.

I have recently examined three other Ford F-150 trucks with similar burn patterns and, in my opinion, the fires all originated in the same area.

I have notified Ms. Teresa Sweeney of Farmers Insurance Company, 800-944-7515, ext. 7357 of the possibility of working with you concerning subrogation against the manufacturer.

DETERMINATION OF ORIGIN AREA AND CAUSE:

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

In my opinion, this fire originated on the cowling at the right rear of the engine compartment and was most likely caused by an electrical malfunction in components of the power distribution panel. I consider this fire to be accidental in nature.

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

L. Gary Coggins, CFI
Automotive Division, Manager
Senior Investigator

Reviewed by:
Richard J. Keith, CFI, CFPO, CFEL, CET
President

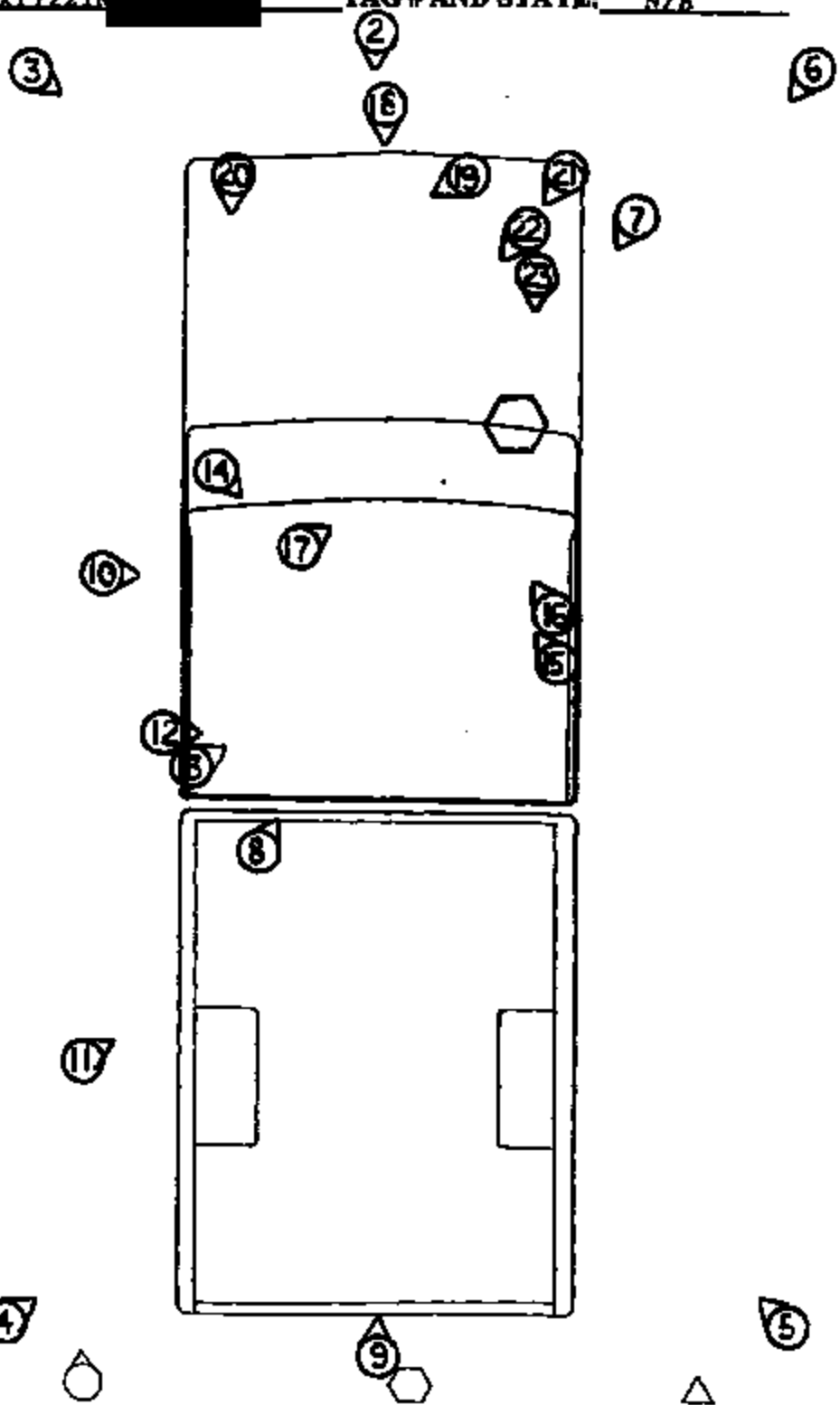
VEHICLE EXAMINATION DIAGRAM

ENCLOSURE: 1

INSURED: [REDACTED]

MAKE: FORD MODEL: F-150 Year: 2001

VIN#: 1FTZXL7221N [REDACTED] TAG # AND STATE: N/A



NUMBER AND DIRECTION OF PHOTOGRAPHS AREA OF ORIGIN AREA OF EVIDENCE SAMPLE REMOVAL

FD-302 (Rev. 10-16-95)

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 1 OF 23

Incident site



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 1 OF 23

Incident site



PHOTOGRAPH SHEET

INSURED:



NO.: 2 OF 23

Front



ENG-005-LC-4884

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 3 OF 23

Front and left side



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 4 OF 23

Left side and rear



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 5 OF 23

Rear and right side



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 6 OF 23

Right side and front



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 7 OF 23

Right front tire and wheel



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 8 OF 23

Roof

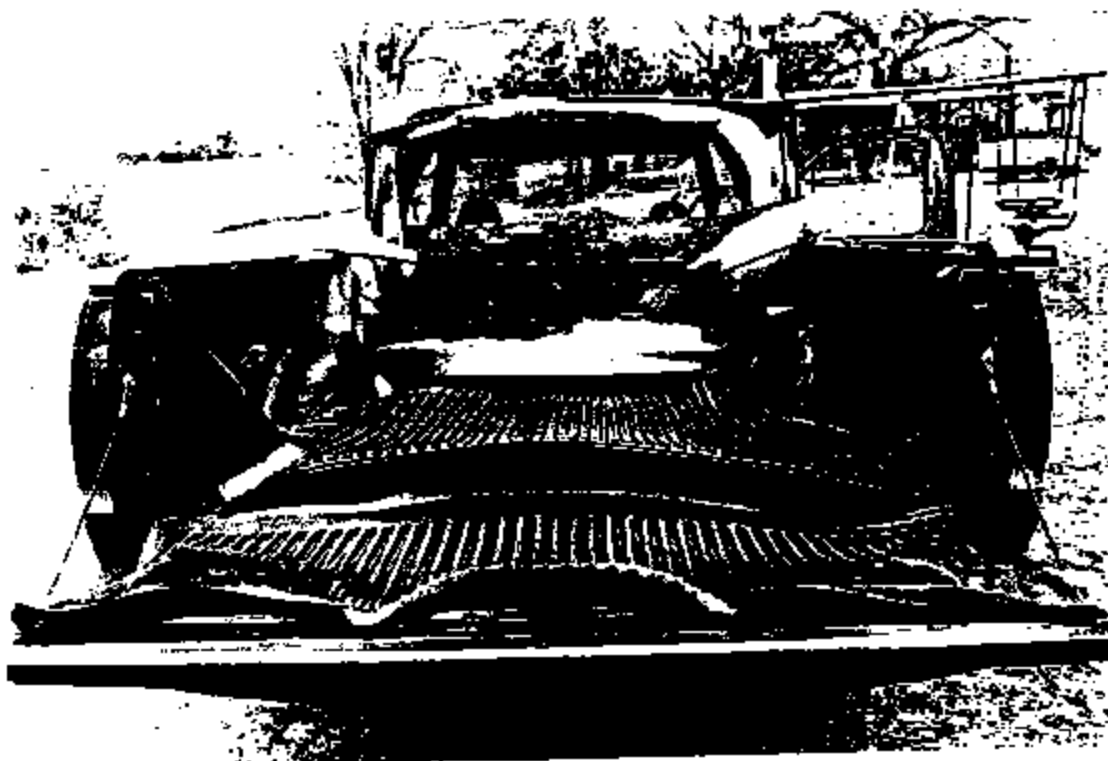


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 9 OF 23

Bed



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 10 OF 23

Repairs to left side door



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 11 OF 23

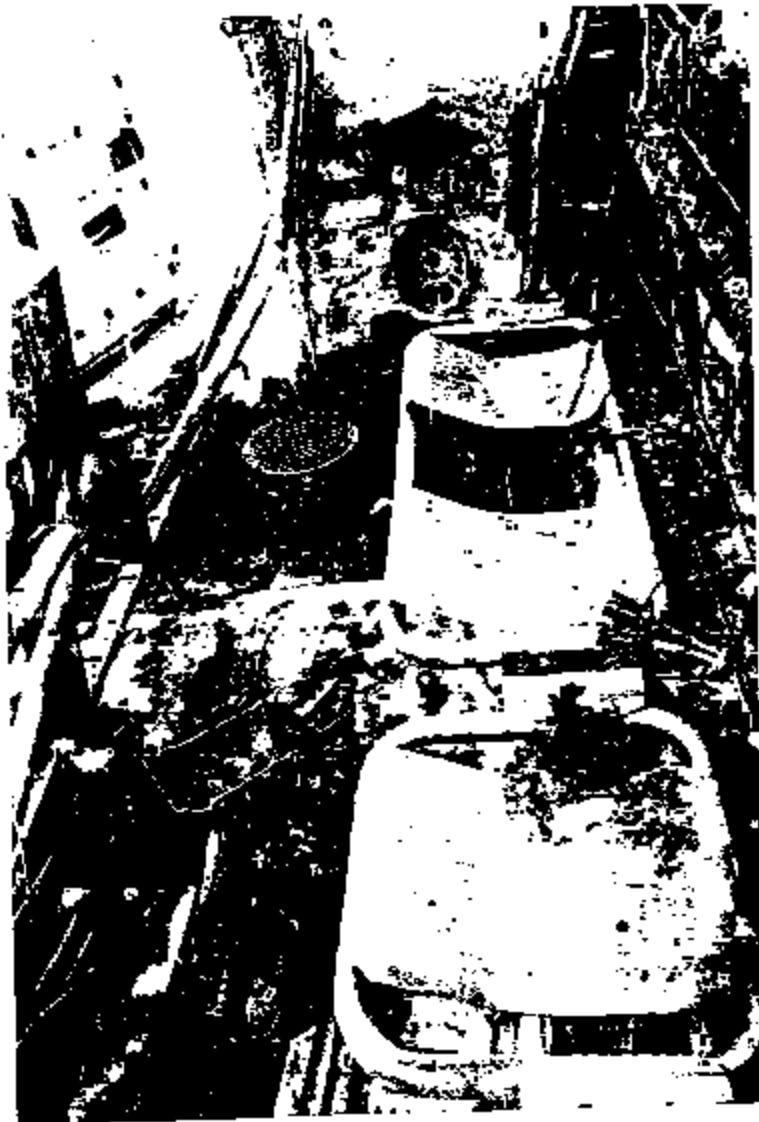
Body damage to left side of bed



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 12 OF 23

Rear of interior



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 13 OF 23

Personal items in rear floor

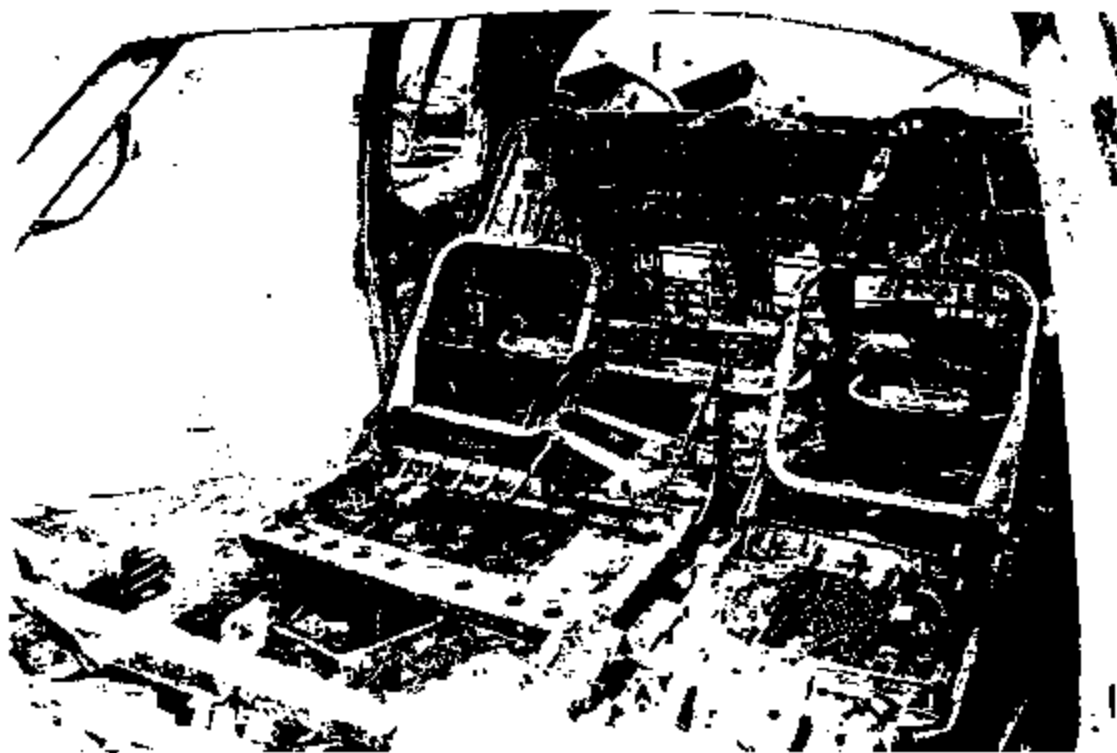


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 14 OF 23

Front of interior



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 15 OF 23

Dash

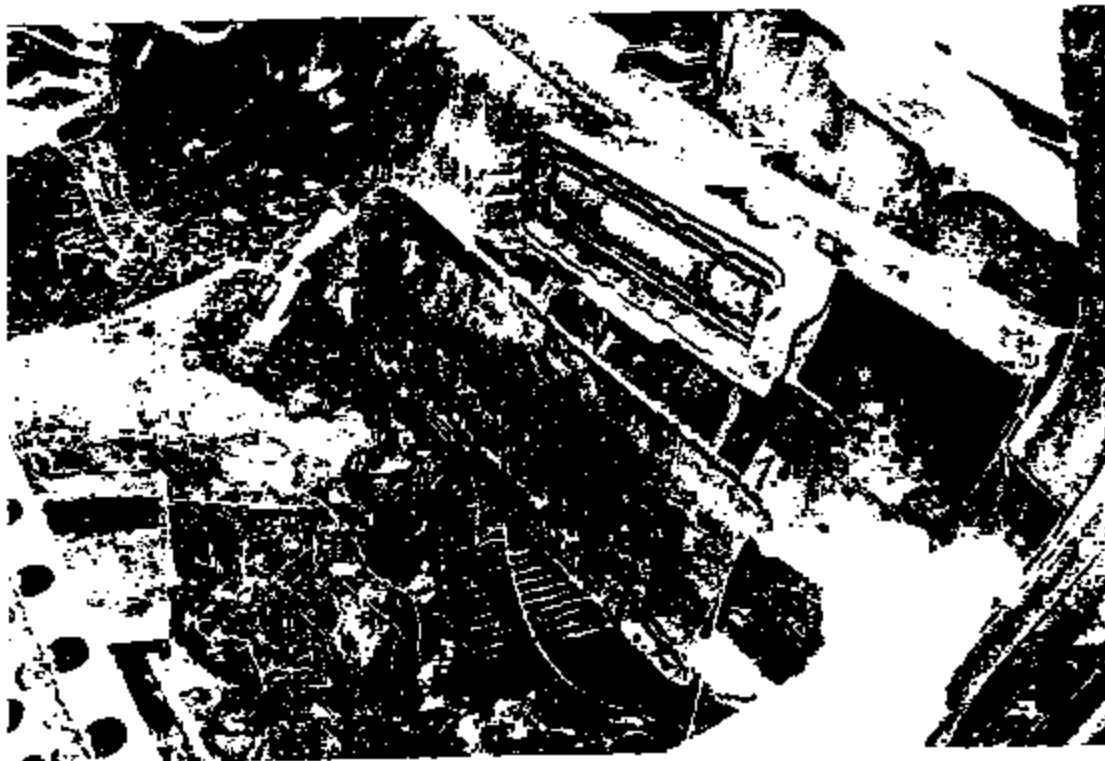


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 16 OF 23

Glovebox door

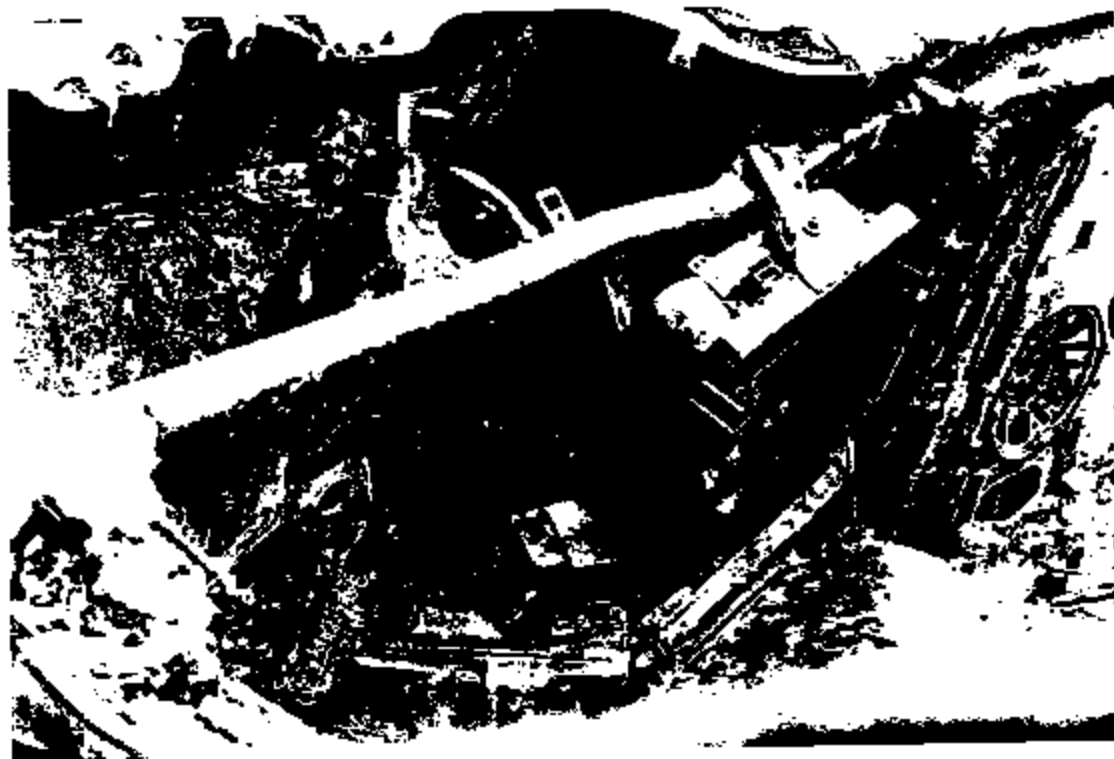


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 17 OF 23

Right side of dash



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 18 OF 23

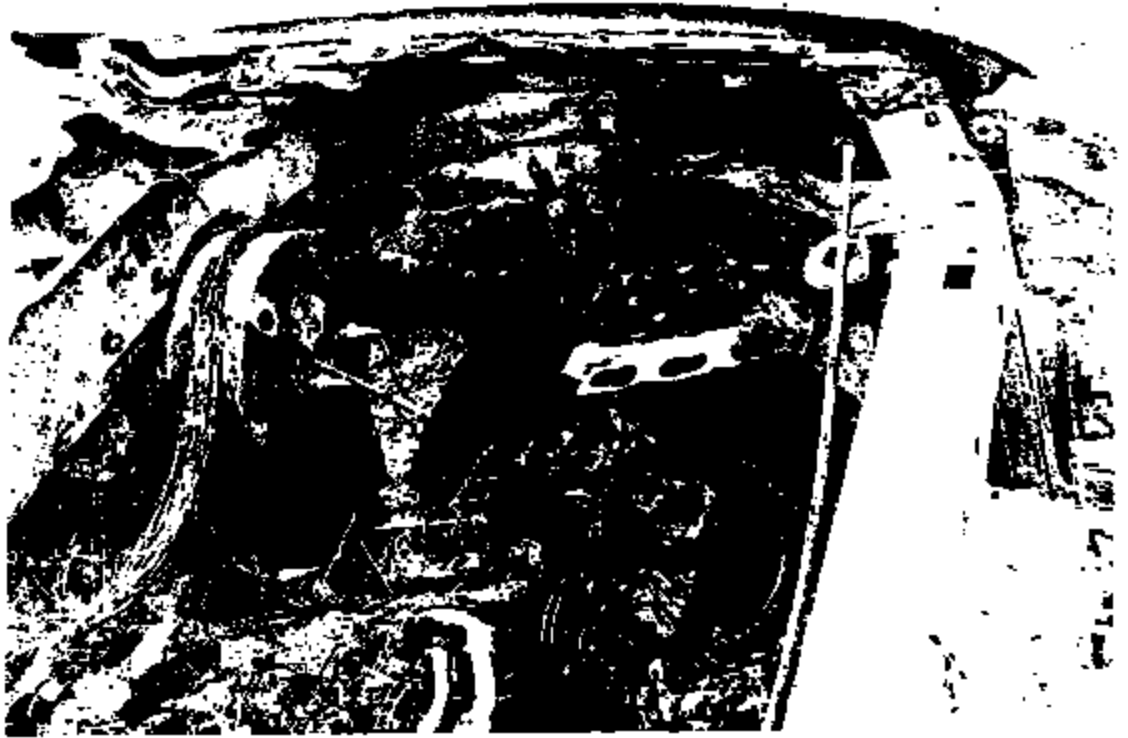
Engine compartment



PHOTOGRAPH SHEET

INSURED: [REDACTED] **NO.: 19 OF 23**

Left side of engine compartment



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 20 OF 23

Plastic components along left fender



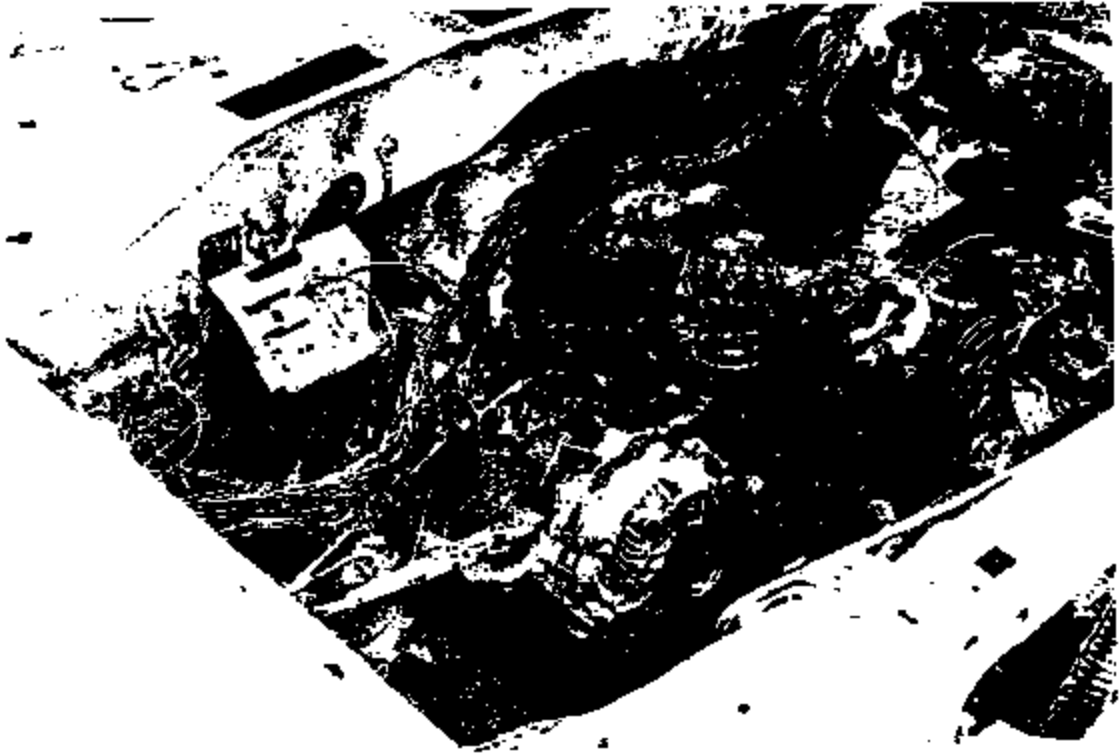
EA05-005-LC-4102

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 21 OF 23

Right side of engine compartment



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 22 OF 23

Right side of engine



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 23 **OF** 23

Right side of cowl



FIELD REPORT

DATE: 10/10/68

NAME OF VEHICLE: 1968 CHEVROLET MAKE: CHEVROLET MODEL: CHEVROLET

TYPE OF VEHICLE: PICKUP COLOR: BROWN

NAME OF DRIVER: STANLEY LICENSE NO.: 12345678 SEX: M HT: 5'10"

NAME OF OWNER: STANLEY ADDRESS: 12345 MAIN ST CITY: ANYTOWN

NAME OF PROPERTY: 12345 MAIN ST CITY: ANYTOWN STATE: CA

NAME OF OWNER: STANLEY NAME OF TENANT: STANLEY

TYPE OF BUSINESS: RETAIL

TYPE OF BUILDING: WOOD FLOORING: WOOD

TYPE OF WALLS: PLASTER TYPE OF CEILING: PLASTER

TYPE OF FLOORING: WOOD

TYPE OF LIGHTING: FLUORESCENT

TYPE OF HEATING: RADIANT

TYPE OF COOLING: AIR CONDITIONING

TYPE OF ELECTRICAL: 110V

TYPE OF PIPING: COPPER

TYPE OF ROOFING: ASPH/FLT

TYPE OF INSULATION: FIBERGLASS

TYPE OF PAINT: ENAMEL

TYPE OF GLASS: GLASS

TYPE OF FURNITURE: WOOD

TYPE OF EQUIPMENT: REFRIG

TYPE OF FIXTURES: WOOD

TYPE OF SIGNAGE: WOOD

TYPE OF LIGHTING: FLUORESCENT

TYPE OF HEATING: RADIANT

TYPE OF COOLING: AIR CONDITIONING

TYPE OF ELECTRICAL: 110V

TYPE OF PIPING: COPPER

TYPE OF ROOFING: ASPH/FLT

TYPE OF INSULATION: FIBERGLASS

TYPE OF PAINT: ENAMEL

TYPE OF GLASS: GLASS

TYPE OF FURNITURE: WOOD

TYPE OF EQUIPMENT: REFRIG

TYPE OF FIXTURES: WOOD

TYPE OF SIGNAGE: WOOD



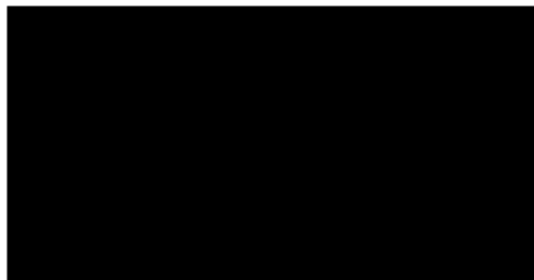
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8 Attorney for Plaintiffs, C&M FARMS, INC., PAT COCKRILL, JANICE COCKRILL,
9 TRAVELERS INDEMNITY COMPANY OF AMERICA and THE PHOENIX INSURANCE
10 COMPANY

11 SUPERIOR COURT OF THE STATE OF ARIZONA

12 IN AND FOR THE COUNTY OF PINAL



13 Case No.: 99047212

14 COMPLAINT FOR STRICT PRODUCTS
15 LIABILITY, NEGLIGENCE AND BREACH
16 OF IMPLIED WARRANTY OF
17 MERCHANTABILITY

18 Plaintiff,

19 vs.

20 FORD MOTOR COMPANY, a
21 Delaware corporation; HUDGEONS
22 FORD-MERCURY, INC., an Arizona
23 corporation, and DOES 1 through 50,
24 inclusive,

25 Defendant.

26 Plaintiff



are informed and believe and
thereon allege, against Defendants, and each of them, as follows:

1 1. This action arises from a fire occurring on or about March 31, 1998, (hereinafter
2 "SUBJECT FIRE"), that caused damage to a residential dwelling and personal property therein
3 located at [REDACTED] Arizona (hereinafter "SUBJECT PROPERTY").

4 2. Plaintiff [REDACTED] is, and at all times herein mentioned was, a Connecticut
5 corporation duly authorized to transact and conduct business in the State of Arizona as an
6 insurance carrier.

7 3. Plaintiff [REDACTED] is, and at all times herein mentioned was, a Connecticut
8 corporation duly authorized to transact and conduct business in the State of Arizona.

9 4. Plaintiff [REDACTED] is, and at all times herein mentioned was, an Arizona
10 corporation duly authorized to transact and conduct business in the State of Arizona.

11 5. Plaintiffs [REDACTED] are a married couple who
12 reside, and at all times herein mentioned have resided, in the State of Arizona.

13 6. Defendant FORD MOTOR COMPANY (hereinafter "FORD") is, and at all times
14 herein mentioned was, a Delaware corporation authorized to transact and conduct business in
15 the State of Arizona.

16 7. Defendant HUDGEONS FORD-MERCURY, INC. (hereinafter "HUDGEONS")
17 is, and at all times herein mentioned was, an Arizona corporation duly authorized to transact
18 and conduct business in the State of Arizona.

19 8. Plaintiffs are ignorant of the true names and capacities of Defendants sued by this
20 Complaint as DOES 1 through 50, inclusive, and, therefore, Plaintiffs sue Defendants by such
21 fictitious names. Plaintiffs are informed and believe, and thereon allege, that Defendants
22 designated as DOES 1 through 50, inclusive, are legally responsible in some manner for the
23 damages alleged. Plaintiffs will amend this Complaint to allege the true names, capacities, and
24 liabilities of DOES 1 through 50, inclusive, when ascertained.

25 9. At all times herein mentioned Defendants, and each of them, were agents and/or
26 employees and/or servants and/or partners and/or alter egos of each remaining defendant and at

1 all times herein mentioned were acting as alter ego or within the purpose and scope of said
2 agency, partnership, employment and/or relationship with the consent, authorization,
3 permission or ratification of co-defendants, and each of them.

4 10. At all times herein mentioned, the [REDACTED] were the owners of the
5 SUBJECT PROPERTY and personal property located therein damaged or destroyed by the
6 SUBJECT FIRE.

7 11. At all times herein mentioned, [REDACTED] was the owner of personal property
8 located at the SUBJECT PROPERTY which was damaged or destroyed in the SUBJECT
9 FIRE.

10 12. At the time of the SUBJECT FIRE, there was in effect an insurance policy issued
11 by Plaintiff [REDACTED] by which Plaintiff [REDACTED]
12 insured [REDACTED] against loss and damage of the type sustained in the
13 SUBJECT FIRE.

14 13. Pursuant to the terms of the aforementioned policy and a claim for benefits
15 thereunder filed by [REDACTED] Plaintiff [REDACTED] has paid to C&M
16 [REDACTED] an amount in excess of Two Hundred Twenty Thousand Dollars
17 (\$220,000.00), an amount to be proved at trial. Plaintiff [REDACTED] is legally and equitably
18 subrogated to the rights of [REDACTED] in this lawsuit to the amount paid, and
19 to be paid, for the damages forming the basis of this action.

20 14. At the time of the SUBJECT FIRE, there was in effect an insurance policy issued
21 by Plaintiff [REDACTED] by which Plaintiff [REDACTED] insured
22 [REDACTED] against loss and damage of the type sustained in the subject fire.

23 15. Pursuant to the terms of the aforementioned policy and a claim for benefits
24 thereunder filed by [REDACTED] Plaintiff [REDACTED] has paid to [REDACTED]
25 [REDACTED] an amount in excess of Forty-Six Thousand Dollars (\$46,000.00), an
26 amount to be proved at trial. Plaintiff [REDACTED] is legally and equitably subrogated to the

1 rights of [REDACTED] in this lawsuit to the amount paid, and to be paid, for
2 the damages forming the basis of this action.

3 [REDACTED] sustained additional losses caused by the SUBJECT
4 FIRE which were not covered by the aforementioned insurance policies issued by Plaintiff

5 and Plaintiff [REDACTED] to [REDACTED] and [REDACTED]

6 [REDACTED] seek to recover this uninsured loss in this lawsuit.

7 **FIRST CAUSE OF ACTION**

8
9 **(STRICT PRODUCTS LIABILITY AGAINST ALL DEFENDANTS)**

10 17. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 16,
11 inclusive, of this complaint as though fully set forth at length.

12 18. Defendants, and each of them, at all times herein mentioned were in the business
13 of manufacturing, designing, assembling, selling, distributing, marketing, and/or otherwise
14 placing into the stream of commerce, automobiles and their component parts, such as the 1997
15 Ford Expedition owned by [REDACTED] and involved in the SUBJECT FIRE
16 (hereinafter "SUBJECT VEHICLE").

17 19. Defendants, and each of them, manufactured, designed, assembled, sold,
18 distributed, and marketed and/or otherwise placed the SUBJECT VEHICLE into the stream of
19 commerce.

20 20. Defendants, and each of them, knew, or reasonably should have known, that the
21 SUBJECT VEHICLE would be used by [REDACTED] and/or other consumers
22 without inspection for defects such as the defect which caused the SUBJECT FIRE.

23 21. At the time the SUBJECT VEHICLE and/or its component parts left the control
24 of the Defendants and were placed in the stream of commerce by Defendants, a manufacturing
25 defect existed in the SUBJECT VEHICLE that rendered the SUBJECT VEHICLE
26 unreasonably dangerous.

1 22. A propensity for electrical arcing and/or overheating at the starter solenoid and
2 electrical wiring harness located at the right side firewall in the engine compartment
3 constituted the most probable unreasonably dangerous defective condition in the SUBJECT
4 VEHICLE that caused the SUBJECT FIRE.

5 23. The unreasonably dangerous defective condition of the SUBJECT VEHICLE
6 which was present in the SUBJECT VEHICLE when the SUBJECT VEHICLE left the custody
7 and control of Defendants caused the SUBJECT FIRE and caused the damages from which this
8 action arises.

9 24. The unreasonably dangerous defective condition of the SUBJECT VEHICLE
10 and/or its component parts was neither plainly apparent nor discoverable by [REDACTED]
11 [REDACTED] or other consumers through a reasonable inspection.

12 25. As a direct and proximate result of the unreasonably dangerous defective
13 condition of the SUBJECT VEHICLE and/or its component parts, Plaintiffs have suffered
14 damage and loss in an amount in excess of Three Hundred Thousand Dollars (\$300,000.00), an
15 amount to be proved at trial.

16
17 **SECOND CAUSE OF ACTION**

18
19 **(NEGLIGENCE AGAINST DEFENDANT FORD MOTOR COMPANY**

20 **AND DOES 1 THROUGH 25)**

21 26. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 25,
22 inclusive, of this Complaint as though fully set forth at length.

23 27. At all times herein mentioned, Defendants FORD and DOES 1 through 25,
24 inclusive were responsible, in whole or in part, for manufacturing, designing, assembling,
25 and/or inspecting the SUBJECT VEHICLE and/or its component parts.
26

1 28. At all times herein mentioned, Defendants FORD and DOES 1 through 25,
2 inclusive owed Plaintiffs a duty to use due and reasonable care and caution in manufacturing,
3 designing, assembling, and/or inspecting the SUBJECT VEHICLE and/or its component parts.

4 29. Defendants FORD and DOES 1 through 25, inclusive, breached the
5 aforementioned duty to use due and reasonable care and caution through one or more of the
6 following acts and/or omissions:

7 a. Carelessly and negligently manufactured and assembled the SUBJECT
8 VEHICLE so as to create the unreasonably dangerous propensity for electrical arcing and/or
9 overheating at the starter solenoid and electrical wiring harness located at the right side firewall
10 in the engine compartment; and

11 b. Were otherwise careless and negligent.

12 30. The above-mentioned negligent acts and/or omissions by Defendants FORD and
13 DOES 1 through 25, inclusive, caused the SUBJECT FIRE and caused the damages in issue.

14 31. As a direct and proximate result of the above-described acts and/or omissions by
15 Defendants FORD and DOES 1 through 25, inclusive, Plaintiffs have suffered damages in an
16 amount in excess of Three Hundred Thousand Dollars (\$300,000.00), an amount to be proved
17 at trial.

18 **THIRD CAUSE OF ACTION**

19 **(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

20 **AGAINST ALL DEFENDANTS)**

21
22 32. Plaintiffs reallege and incorporate herein by reference Paragraphs 1 through 31,
23 inclusive, of this Complaint as though fully set forth at length.

24 33. Defendants, and each of them, manufactured, assembled, inspected and/or sold
25 the SUBJECT VEHICLE to [REDACTED]

1 34. Defendants, and each of them, at all times herein mentioned, were merchants
2 engaged in the business of manufacturing, assembling, inspecting, selling, and/or distributing
3 automobiles such as the SUBJECT VEHICLE.

4 35. Defendants, and each of them, impliedly warranted that the SUBJECT VEHICLE
5 would be of merchantable quality, i.e., Defendants impliedly warranted that the SUBJECT
6 VEHICLE was of fair and average quality for such vehicles and that the SUBJECT VEHICLE
7 was fit for the ordinary purpose for which such vehicles were, and are, used.

8 36. Defendants, and each of them, breached the implied warranty that the SUBJECT
9 VEHICLE would be merchantable due to the following:

10 a. The SUBJECT VEHICLE was defective and unreasonably failed and, as
11 such, was not of fair and average quality for such vehicles; and

12 b. The SUBJECT VEHICLE was defective and unreasonably failed when
13 used for the ordinary purpose for which such vehicles are used and, as such, was not fit for the
14 ordinary purpose for which such vehicles are used.

15 37. As a direct and proximate result of the breach by Defendants of the implied
16 warranty of merchantability, the SUBJECT VEHICLE failed and caused the SUBJECT FIRE
17 which caused the loss and damage from which this action arises.

18 38. As a direct and proximate result of the breach by Defendants of the implied
19 warranty of merchantability, Plaintiffs have suffered damages in an amount in excess of Three
20 Hundred Thousand Dollars (\$300,000.00), an amount to be proved at trial.

21 WHEREFORE, Plaintiffs pray for judgment against all Defendants as follows:

- 22 (1) For compensatory damages in an amount to be proved at trial;
23 (2) For costs of suit incurred herein;
24 (3) For reasonable attorneys' fees;

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- (4) For prejudgment interest as permitted by law; and
- (5) For such other and further relief as the Court may deem just and proper.

Dated this 27th day of September, 1999

COZEN AND O'CONNOR

Barrett Kiernan

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501 West Broadway, Suite 1610
San Diego, CA 92101-3536
Telephone: (619) 234-1700
Attorney for Plaintiff



INFORMATION 472352.000

+

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NEW YORK, NY
NEWARK, NJ
SEATTLE, WA
WEST CONSHOHOCKEN, PA
WESTPORT, NJ

BARRY KERNAN
BKERNAN@COZEN.COM

May 19, 1998

VIA FACSIMILE AND U.S. MAIL

Ford Motor Company
Office of General Counsel
Attn: Nadine Grahowsky
Park Lane Towers West
3 Park Lane Boulevard, Suite 400
Dearborn, MI 48126

Hudgsons Ford and Mercury, Inc.
Box 130
Coolidge, Arizona 85228

RE: INSURED : [REDACTED]
DATE OF LOSS : March 31, 1998
CLAIM NO. : [REDACTED]
LOSS LOCATION : [REDACTED] Arizona [REDACTED]
OUR FILE NO. : 72552

Dear Sir/Madam:

Please be advised that further investigation has established that the above-referenced fire was caused by electrical malfunction within the engine department of the subject Ford Expedition. Therefore, a claim for the damages arising from the fire may be asserted against both Ford and Hudgsons Lincoln Mercury. To assist in your evaluation of the merits of such claims, the remains of the vehicle are available for your non-destructive examination. A destructive examination of the vehicle, if necessary, will follow your non-destructive examination and will be scheduled at the mutual convenience of all parties with an interest in this matter.

ENG-005-LC-4119

Ford Motor Company
Hudsons Ford and Mercury, Inc.
May 19, 1998
Page 2

Please contact me to schedule your non-destructive examination of the vehicle.
Please do not hesitate to contact me should you have any comments or questions
regarding this matter.

Sincerely,

COZEN AND O'CONNOR

Barrett Kiernan

BY: BARRETT KIERNAN

www.cozenandoc.com

ENR-003-LO-4116