



INSURORS SERVICE BUREAU

P.O. Box 6970
Warwick, Rhode Island 02887

ST 502 23 10 6-99

Edward D. McCabe
Robert Spradell
Directors

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isb@rsmconnect.com

Berkshire Mutual Insurance Company
PO Box 4219
Pittsfield, MA 01202-4219

Attention: Kathy Bishop

Re: Insured: [REDACTED]
File No: 66063318
DOL: 8/31/97

LOSS

[REDACTED] reports that his 1997 Ford F-150 4x4 "off road" pickup truck caught on fire while being operated by him on the Mass. Pike on 8/31/97.

ASSIGNMENT

This matter was assigned to ISB on 9/17/97, by Kathy Bishop as a request for a technical evaluation of the 1997 Ford F-150 4x4 and the fire.

DETAILS

This report was prepared by Forensic Mechanic John Barton and reviewed by Edward McCabe, who both have expertise in mechanical failure analysis, automotive security systems and fire causation. John Barton has over 25 years of experience as a mechanic and six years of full time experience as a forensic mechanic.

The findings of this report are the result of logical application of evidence to the factual circumstances of the incident.

VEHICLE

The subject vehicle is a black 1997 Ford F-150 4x4 "off road" series pickup with a 4.6 Liter - 282 CID V8 engine and 4 speed automatic transmission.

Accessories include, P/S, P/B, A/C, cruise control, P/windows, fabric seats, stereo tape, stereo CD, 4 wheel drive, a tilt wheel, ABS, an air bag system, alloy wheels, an anti-theft, and step and tow bumper system. The pickup's VIN is 2FTHF08W8VC [REDACTED] and its present odometer reading is 9,510 miles.

INSURED INTERVIEW

During a telephone interview of [REDACTED] on 9/18/97, I learned that he purchased this truck new from Topor Ford Sales in Chicopee, MA, on January 6, 1997 for \$24,248.60.

On February 14, 1997, he had a local Lechmare store install a remote alarm system.

He experienced no problems with the truck until August 31, 1997, as he was driving it on the way to work as a toll collector on the Mass. Pike. He started the truck at 9:30 pm and entered the toll road at exit #5 heading for his own booth at exit #4. As he stopped to take a ticket he smelled "sweet not acrid smoke, like burning oil, not like plastics or rubber. He looked around for another vehicle which could have been causing the odor, but did not see one. As he continued down the pike toward his exit, the smell of this same smelling smoke grew stronger and finally started visibly entering the cab where-as he knew it was his truck that had the problem. Smoke was heavy yet still smelled sweet as he pulled the truck off of the pike nearly behind his work station.

There was no warnings showing on the dashboard at any time but he thought that he could sense a RPM change or throttle sticking as he came up to his exit. As he brought the truck to a stop and got out, he heard an ignition of sorts and for the first time, saw yellow flames coming from under the left side of the hood, and develop quickly.

He ran and called the fire department but he reports that it took twenty minutes or better for a fire engine to arrive. By that time the entire front of the truck, including the interior, was on fire. He lost some clothing and some other personal items in the fire. Up

to this time he was very satisfied with the truck and had not experienced any type of significant problems.

EXAMINATION

On 9/19/97, I photographically documented my examination of the 8 month old pickup at Copart, Bellingham, WA, where it is stock number 904486 in row 24.

Identification by VIN 2FTDF08W8V0 [REDACTED] was confirmed at the public location on the cowl and at the Federal ID plate on left B pillar. The VIN is correct by formula.

The exterior finish and body were in excellent condition prior to the date of loss.

Old damage - There are no indications of pre-DOL flaws on this new truck.

Fresh damage - An engine compartment fire has consumed the front end of this truck and totaled it.

Tires - The four Goodyear 265/70/R17 tires on factory alloy wheels are in excellent condition. The front tires are 15% worn and the rears 15%.

The interior and gray cloth seats were in excellent condition prior to the date of loss.

Old damage - Remaining indications are that this interior was in like new condition prior to the loss.

Fresh damage - Fire entered through the firewall and has destroyed this interior.

STICKERS

There are no Lube Stickers anywhere on the vehicle possibly as the result of fire damages.

A Federal sticker lists the manufactured date as 12/96.

There is no Inspection Sticker on the windshield owing to fire damage.

to this time he was very satisfied with the truck and had not experienced any type of significant problems.

EXAMINATION

On 9/19/97, I photographically documented my examination of the 8 month old pickup at Copart, Ballingham, MA, where it is stock number 904486 in row 24.

Identification by VIN ZPTDF0828V [REDACTED] was confirmed at the public location on the cowl and at the Federal ID plate on left B pillar. The VIN is correct by formula.

The exterior finish and body were in excellent condition prior to the date of loss.

Old damage - There are no indications of pre-DOL flaws on this new truck.

Fresh damage - An engine compartment fire has consumed the front end of this truck and totaled it.

Tires - The four Goodyear 265/70/R17 tires on factory alloy wheels are in excellent condition. The front tires are 15% worn and the rears 16%.

The interior and gray cloth seats were in excellent condition prior to the date of loss.

Old damage - Remaining indications are that this interior was in like new condition prior to the loss.

Fresh damage - Fire entered through the firewall and has destroyed this interior.

STICKERS

There are no Lube Stickers anywhere on the vehicle possibly as the result of fire damages.

A Federal sticker lists the manufactured date as 12/96.

There is no Inspection Sticker on the windshield owing to fire damage.

CONDITIONS

The fuel gauge reading cannot be determined due to fire damage.

The ON/OFF status of the headlights and the windshield wipers cannot be determined because of damage.

The glove compartment contains undisturbed personal items and papers.

MECHANICAL SYSTEMS

The engine compartment is incinerated.

The gasoline engine is a Electronic Fuel Injected 4.6 liter V/8 mounted in the front in a fore & aft orientation with four wheel drive.

There is no oil showing on the engine dipstick.

The cooling system is empty because of burned hoses.

The transmission is full of a normal colored fluid.

FIRE DAMAGE

An engine compartment fire has completely burned the front of the truck and has extended into the passenger compartment rendering this new truck a total loss.

POINT OF ORIGIN

The insured reported the sweet smell of oil smoke for several miles prior to observing heavier quantities of the same smoke as he approached his exit. Within moments of stopping the vehicle the smoke then erupted into flames.

The heavily burned engine compartment has very little combustible material remaining on either side of the engine as depicted in overhead photograph B. This has been what we refer to as a "dry burn" fire with very little residue of any type remaining. Temperatures within the engine compartment have risen to the point that nearly 100% of the combustibles were consumed, including a very high

concentration of petroleum based plastic materials which provided a significant amount of fuel to this fire during its later stages.

A layer of white powder residue covers most remains. There are no remains of the hood, and the engines aluminum alloy front timing chain cover is melted on the left side exposing the timing chain and camshaft sprocket of the left bank as illustrated in photo 15. Temperatures exceeding 1200 degrees Fahrenheit were required to melt this aluminum alloy. Heat penetrations in the metals that make up the engines cylinder block, the left frame of the truck, as well as the left inner fender panel give positive indications that the fire originated on the left side of the engine.

DIAGNOSIS

The vehicle had been lifted above my head when I took photos 17 & 18 to document the burned residue clinging to the catalytic converter and exhaust pipe on the left side of the engine. The exhaust on the right side of the engine shows only normal rust coloration.

Further rearward, the exhaust crossover pipe (photo 19) on the left side shows more indication of a fluid having burned off of it and leaving a carbon residue.

The left side of the engine compartment houses a power steering system and its oil to air heat exchanger, a water to oil transmission cooler which is built into the left side of the radiator, and a remote engine oil filter system which locates the engine oil filter outside the frame of the truck as shown in photo 20.

Inspection of the transmission dipstick on the right side of the engine revealed it to have a normal level, as shown in photograph #13.

I used needle nose pliers to remove the engine oil dipstick from its tube on the left side of the engine. Photo 14 documents the absence of engine oil showing on the dipstick.

Photo 23 documents that the steel oil pan is in excellent and unburned condition. I drain the contents of the pan into a clean plastic drain pan after a small amount of water came out. I caught all of the oil in the plastic pan. After the oil stopped dripping from the drain hole I poured it from the drain pan into a empty gallon windshield wash jug. Photo 24 was taken to provide evidence that the truck's engine oil pan contained only 1 1/2 quarts of engine

oil. I further confirmed the amount by pouring the total amount of oil exactly three times into a sixteen ounce plastic glass. Without question only forty eight fluid ounces of oil remained in the undamaged engine oil pan.

Photo 25 of this truck's own operators guide shows that the oil capacity of this engine is six quarts, or one hundred and ninety two fluid ounces.

It is obvious that a substantial engine oil loss has taken place. The only way that the oil could have left the undamaged oil pan is to have been pumped out prior to the fire.

CAUSE

The insured's description of circumstances leading up to the fire are a classic description of an oil fire ignited by the exhaust system.

A preponderance of evidence indicates that a substantial engine oil leak was underway on this new truck before it erupted into flames seconds after being brought to a stop by the insured.

Further evidence establishes the fact that the lost engine oil found its way either by pressure spraying or by motion-induced air currents onto the left side exhaust system where it produced the smoke reported by the driver until it eventually ignited. While the severity of the fire has seemingly destroyed the possibility of detecting/uncovering the actual part or parts responsible for the fluid loss, it is none-the-less obvious that a defect created the leak.

The loss of the engine oil was caused by a latent defect within the remote oil filter connections. As long as the vehicle was moving, air flow kept the fire from developing, but when it stopped, the oil burst into flames, in a classic oil fire scenario.

As the autoignition point of motor oil, 500 - 700 degrees, is lower its 680 degree boiling point, the oil ignited when the exhaust system heated it beyond its ignition temperature.

All of the evidence points to a conclusion that a latent defect within the remote engine oil filter mounting group, including the swagged connections that secure the four aluminum alloy end adapters (photos 21 & 22) to either ends of the two rubber hoses. Both hoses were totally consumed in the fire.

The engine oil filter (photo 20) remains tight to its mounting surface. I do not suspect a problem with the oil filter as it mounts on the outside of the the chassis.

The Lechmere-installed security system is not connected to this incident in any way.

SUBROGATION

As the vehicle is fully covered by a manufacturers power train warranty, and has been maintained in a unaltered and undamaged condition by the insured, it is my recommendation that Ford Motor Company and Popar Motors immediately be placed on notice, and the vehicle be retained for their inspection.

This claim clearly meets the accepted criterion for res ipsa loquitor negligence on the part of Ford.

PHOTOGRAPHS

During the examination of the 1997 Ford F-150 4x4 I documented by observations in 27 photographs with a Pentax model K-1000 35 mm camera using a 50 mm 1:8:1 lens and Lucky (Fuji) 100 ASA color print film. The negatives will be retained with our file.

1. The front.
2. The left side.
3. The right side.
4. The rear.
5. The whole interior.
6. The engine compartment.
7. The engine compartment-right.
8. The engine compartment-overhead.
9. The overhead-left.

10. The overhead-right.
11. The undercarriage examination.
12. Same as photo number 11.
13. The correct level of transmission fluid on dipstick.
14. The lack of oil on engine dipstick.
15. The melted front cover left side of engine.
16. The left side remains of front end.
17. The burned oil residue on left exhaust.
18. Same as photo number 17.
19. The residue on crossover exhaust-left side.
20. The remote engine oil filter remains.
21. The oil filter end fitting remains.
22. The oil filter engine end fitting remains.
23. The undamaged engine oil pan.
24. The oil found remaining in oil pan.
25. The 6 quart normal capacity shown on chart.
26. The odometer (9,510 miles).
27. The Federal ID label/plate.

FINDINGS

Convincing evidence produced by my inspection of this vehicle in conjunction with the insured's recollections of the smelly sweet smoke of an oil leak, points to a conclusion that a substantial engine oil leak was underway on this truck as the insured drove it on the Mass. Pike toward the Toll Booth where he was stationed. The engine compartment erupted into flames shortly after he brought to a stop behind the booth. Had he driven it further he would have lost

all the oil and the warning light would have come on, but there was still a quart and a half in the pan when the fire erupted.

The insured indicates that he has smelled the smoke produced by engine oil leaking onto an exhaust manifold on another vehicle in the past, and is certain what he smelled was the same.

Stains and oil remaining on the road-facing surface of the vehicle are convincing evidence that the 4 quarts of oil missing from the engine found its way, by pressure spraying or by motion induced air currents, onto the floor and the left side exhaust system where it flashed off and produced the smoke reported by the driver.

As often occurs in automobile fires, the defect which caused the fire was consumed by it.

I have been able to exclude the 12V system and other fluids from involvement in the cause, and there is no indication that the fire was incendiary.

The circumstances of this fire meet the criterion for res ipsa loquitur negligence on the part of Ford because:

1. The fire was the kind of event which does not ordinarily happen without negligence.
2. The fire was not caused by any outside influence and the vehicle was in as-manufactured condition with respect to the engine compartment and drivetrain.
3. The event was not due to contribution or voluntary action of the vehicle's owner.

Having met the established criterion, we believe that the burden of proof has been shifted to Ford, as vehicle is under full warranty.

It is our recommendation that Ford Motor Company and Topor Motors be placed on notice immediately, and the vehicle be retained for their inspection.

If you would like us to pursue this matter further, or have any questions, please advise.

Submitted by:

John Barton (LMB)
John Barton
INSURANCE SERVICE BUREAU

ENCLOSURES

1. Vehicle Examination sheet
2. 27 35 mm photographs


EVIDENCE

Photographic only.



COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT OF THE COMMONWEALTH

HAMPDEN, SS.

DISTRICT COURT DEPARTMENT
SPRINGFIELD DIVISION
50 State Street, Springfield, MA
Civil Action No. 98C 2861


Plaintiff
v
FORD MOTOR COMPANY, and
TOPOR FORD,
Defendants

COMPANY

1. The Plaintiff,  is a Massachusetts insurance company with a principal place of business at  Worcester, Massachusetts.
2. The Defendant Ford Motor Company is a Delaware corporation with a principal place of business at The American Road, Dearborn, Michigan.
3. The Defendant Topor Ford is a Massachusetts corporation with a principal place of business at 60 Fuller Road, Chicopee, Hampden County, Massachusetts.

COUNT I

4. At all times material herein, the Plaintiff's Insured was the owner of a 1997 Ford F-150 4 x 4 Pick Up Truck.
5. On or about August 31, 1997, while the Plaintiff's Insured was operating his vehicle on the Massachusetts Turnpike.
6. At all times material herein, the Plaintiff's Insured was operating his vehicle safely and with the exercise of due care.
7. While operating his vehicle, on or about August 31, 1997, the 1997 Ford F-150 4 x 4 Pick Up Truck, suddenly and without warning, caught fire.
8. The Plaintiff's Insured took all reasonable steps to stop the fire, but within a short period of time, the entire vehicle was in flames.
9. As a result of the fire, the vehicle was totally damaged, and the Plaintiff's Insured sustained additional damage to his personal property, in the amount of TWENTY-TWO THOUSAND ONE HUNDRED ONE AND 05/100 (\$22,101.05) DOLLARS.
10. Upon information and belief, the cause of the fire and the damage that resulted to the Plaintiff's Insured was due to a defect within the remote oil filter connections.

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PAGE TWO

11. The Defendant Ford Motor Company negligently manufactured the vehicle with said vehicle, causing the damages to the Plaintiff's Insured.
12. Pursuant to its policy of insurance, Plaintiff paid to its Insured the sum of in the amount of TWENTY-TWO THOUSAND ONE HUNDRED ONE AND 05/100 (\$22,101.05) DOLLARS, and is subrogated to his rights.

WHEREFORE, the Plaintiff demands judgment against the Defendant Ford Motor Company, plus interest and costs.

COUNT II

13. The Plaintiff repeats and realleges Paragraphs 1 through 3 of the Complaint.
14. At all times material herein, the Plaintiff's Insured was the owner of a 1997 Ford F-150 4 x 4 Pick Up Truck.
15. On or about August 31, 1997, while the Plaintiff's Insured was operating his vehicle on the Massachusetts Turnpike.
16. At all times material herein, the Plaintiff's Insured was operating his vehicle safely and with the exercise of due care.
17. While operating his vehicle, on or about August 31, 1997, the 1997 Ford F-150 4 x 4 Pick Up Truck, suddenly and without warning, caught fire.
18. The Plaintiff's Insured took all reasonable steps to stop the fire, but within a short period of time, the entire vehicle was in flames.
19. As a result of the fire, the vehicle was totally damaged, and the Plaintiff's Insured sustained additional damage to his personal property, in the amount of TWENTY-TWO THOUSAND ONE HUNDRED ONE AND 05/100 (\$22,101.05) DOLLARS.
20. Upon information and belief, the cause of the fire and the damage that resulted to the Plaintiff's Insured was due to a defect within the remote oil filter connections.

WHEREFORE, the Plaintiff demands judgment against the Defendant Ford Motor Company, plus interest and costs.

This Count is brought on the theory of Res Ipsa Loquitur.

COUNT III

21. The Plaintiff repeats and realleges Paragraphs 1 through 3, Paragraphs 4 through 12 of Count I and Paragraph 13 through 20 of Count II of the Complaint.
22. The Defendant Topor-Ford sold the vehicle to the Plaintiff's Insured, and is therefore liable for any defects which were found to cause the damages suffered by the Plaintiff's Insured.

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EG05-005-LC-5608

PAGE THREE

WHEREFORE, the Plaintiff demands judgment against the Defendant Topor Ford,
plus interest and costs.

The Plaintiff by its Attorney

DATED: November 25, 1998

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Springfield, MA 01103
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ER05-005-LC-5897

SURORS SERVICE BUREAU

Photos by John Barton

SUBJECT:

1977 Ford F150

COMPANY:

Prudential Mutual

DATE TAKEN:

9/1/77

INSURED:



FILE NO:

6606358

DATE OF LOSS:

8/3/77





2



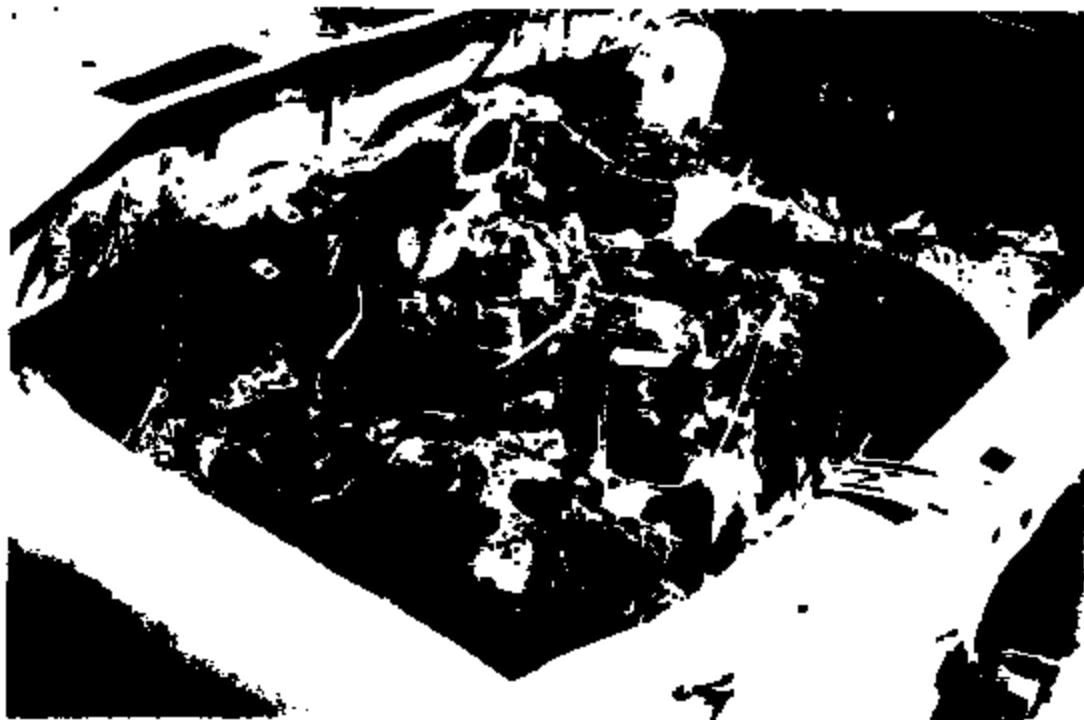
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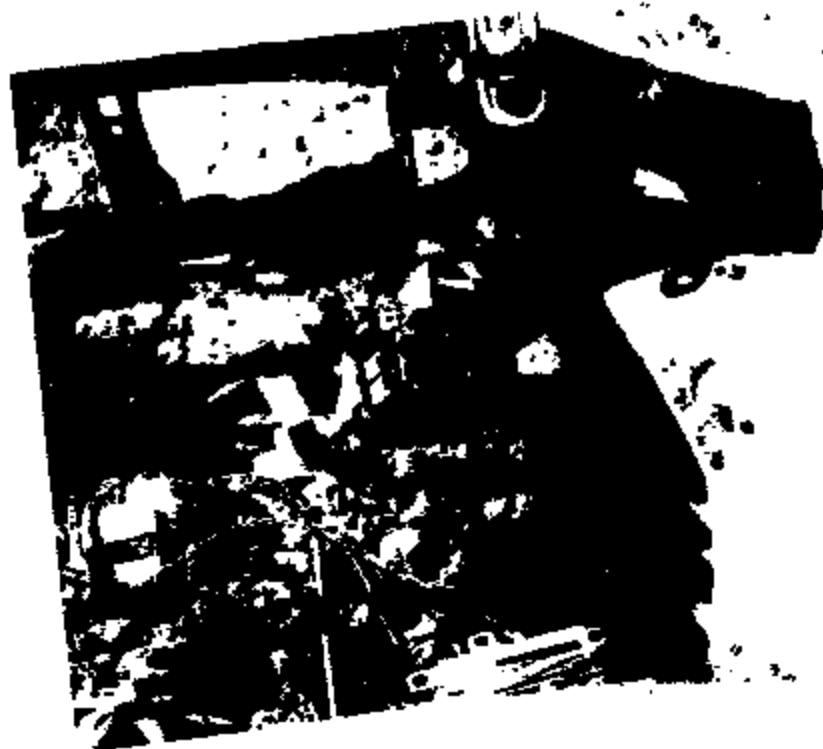
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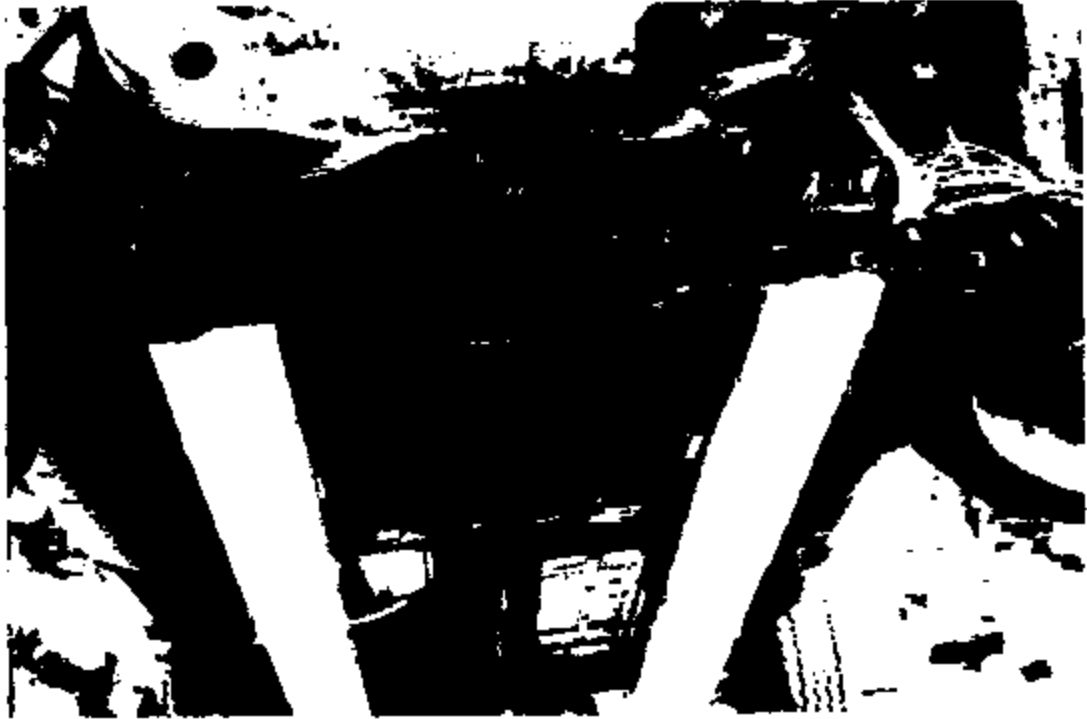
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9



ER



11



12



13



14



15



16



17



18



19



20



21



22



23



24

Fluid	Ford part name	Vehicle type	Quantity
Anti-rust	Ford 28 09 Anti-rust Conventional and Traction Lok (2)	F-250	1.0
Engine coolant	Premium Cooling System Fluid	4.2L w/o A/C 4.2L with A/C 4.6L w/o A/C 4.6L with A/C 5.4L w/o A/C 5.4L with A/C	16.0 (17.3 qts) 16.0 (17.3 qts) 16.9 (18.1 qts) 16.9 (18.1 qts) 18.9 (20.4 qts) 18.9 (20.4 qts)
Engine oil	Super Premium Motorcraft Motor Oil 5W-30	4.2L 4.6L 5.4L	5.7 (6.0 qts) 5.7 (6.0 qts) 6.0 (6.3 qts)
Fuel	Unleaded 87 octane	4x2 Reg. 4x2 Super 4x4 Super 4x4 Super	25.0 gal 25.0 gal 24.5 gal 25.0 gal
Power steering			3.0 (3.2 qts)
			1.9 (2.0 qts)

Fluid
Transmission
Brake
Washers
Other fluids
Add 118
and 24
Add 236
and Spec
0.25 Inj Re
includes 50
to 6.5
Sum of:
to 6.5
AMERICAN
Fluid
Add lubricant
total

25



26

MFG. BY FORD MOTOR CO. OF CANADA, LTD.
 DATE 12/76 3435L8 3555L8
 194000 161000
 #285-784178 #285-784178
 1787.50 1787.50
 218 29 22 32

EPTDFQ8WVC [REDACTED] P2817
 10743

NOT MADE IN CANADA
 MADE IN CANADA

21

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT OF THE COMMONWEALTH

HAMPDEN, SS.

DISTRICT COURT DEPARTMENT
SPRINGFIELD DIVISION
50 State Street, Springfield, MA
Civil Action No. 98C-2861



Plaintiff

v


FORD MOTOR COMPANY, and
TOPOR FORD,

Defendants

AMENDED COMPLAINT

Now comes the Plaintiff 
Insurance Company, and amends its Complaint to add the following Count to the
Complaint:

COUNT IV

23. The Plaintiff repeats and alleges Paragraphs 1 through 3, and Paragraphs 4 through 12 of Count I, and Paragraph 13 through 20 of Count II, and Paragraphs 21 and 22 of Count III of the Complaint.
24. By virtue of  purchase of the vehicle in question, he is entitled to express and implied warranties.
25. The Defendants' breached these warranties to the Plaintiff's insured.
26. As a result of that breach, the Plaintiff suffered damages by virtue of the loss of the vehicle in question.

This Count is brought pursuant to M.G.L. Chapter 106, 2-313; 2-314; 2-318.

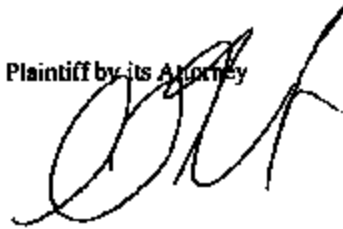
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ER05-885-LC-8812

PAGE TWO

WHEREFORE, the Plaintiff demands Judgment against the Defendant, plus interest and costs.

The Plaintiff by its Attorney



DATED: MARCH 28, 2000

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ER05-005-LC-0013



Commonwealth of Massachusetts
Department of Public Safety
Office of the State Fire Marshal
1010 Commonwealth Avenue, Boston, Massachusetts 02118



Burned/Recovered Motor Vehicle Report

Fire Department: West Springfield FDID#: 13325
Incident Number: 972416 Date: August 30, 1997

This report must be completed fully in accordance with
M.G.L. c. 175, § 113C; and M.G.L. c. 266, § 29 B.

I hereby report to the above named Fire Department that the following motor vehicle was burned in the City/Town of

West Springfield

Owned by: [Redacted]
Address: [Redacted] City/Town/State: Chicopee MA Phone Number: [Redacted]

Reported by: mass tungike
Last: mass Middle: tung First: ike
Address: [Redacted] City/Town/State: [Redacted] Phone Number: [Redacted]

Location of Fire: [Redacted]
Year of Vehicle: 1997 Make: Ford Model: F150 Body Style: stepside Color: Black
Registration Number: [Redacted] VIN: MA-2 F1DFOKWRVC [Redacted]

Was the Vehicle Registered?: Yes No Keys in the Vehicle?: Yes No Doors Locked?: Yes No
Fire Insurance Coverage?: Yes No Insurance Agent: Centennial Insurance Company: DorKside

Further information will be required by the Fire Department Form FP-330

Oath of Affirmation

I hereby swear or affirm under penalty of perjury, that the information I have provided herein is truthful and correct.

To be signed by the owner of record: Danny P. Luis

Do not write below these lines - Fire Authority only.

Name of Person Taking Report: 77 Daniel G Green Date/Time: 9-5-97 12:25

Signature Report Made?: Yes No

All data elements must be answered - Print Legibly
White copy - Fire Authority; Pink copy - State Fire Marshal's Office; Yellow copy - Owner/Operator

Case No. 23325	Department West Springfield F.D.	Service Report	Date Change	Form 7-3		
File No. 172416	Exposure Fire Only: 00	Date 08/30/97	Day of Week Saturday 7	Alarm Time 22:13	Arrived Time 22:20	Back in Serv. 23:17
Type of Situation Found Vehicle Fire		13	Type of Action Taken Extinguishment	1	Hazardous Material 1 No. 2 Given RA	
Fixed Property Use (Occupancy) STORE/STORAGE PROPERTY		S60	Ignition Factor Mechanical failure	50		
Address				Zip Code	Cross Street 812200	
Acceptance Name (Last, First, MI) PLUIS DANNY			Telephone () -	Business or Res.		
Owner Name (Last, First, MI)			Address CHICOPES MA	Telephone () -		
Method of Alarm from Public Phone direct to FD			1	No. Inspections District 3	Shift B	No. Alarms 1
No. Fire Service Personnel Responded 3	No. Engines Responded 1	No. Aerial Apparatus Responded 0	No. Tenders Responded 0	No. Other Vehicles Responded 0		
Hazardous Material Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Substance	Special Equipment Used?				
FIRE SERVICE Number of Injuries 0	Number of Fatalities 0	OTHER Number of Injuries 0	Number of Fatalities 0	Rescues 0		
Fixed Property Type (Use track under 1 ton) 22		Vehicle Stolen? 1 Yes 2 No	Estimated Total Dollar Loss 22000.00			
Insurance Co. WATKINS INS. CO.			Total Insurance	State Paid		
Year 97	Make FORD	Model F-150	Color BLACK	License No. 47828	VIN/Chartal No. 8H0206	
If Equipment Involved in Ignition	Year 97	Make FORD	Model F-150	Serial No. 8H0206		
Level of Fire Origin 1.2	Area of Origin (Square/feet area of sq/ft) 98	Equipment Involved in Ignition (Material/Equipment) 0				
Form of Most Ignition (Elect. wires/cords) 1.2	Form of Material Ignited (Elect. wires/cords) 5.1	Type of Material Ignited (Other/not report) 0				
Level of Extinguishment (No person, no tank) 5	Level of Fire Origin (Grade to 9' above gr) 1	Number of Stories (Undertaken/No Report) 0	Construction Type (Undertaken/No report) 0			
Level of Flame Damage	Extent of Soot Damage	Detector Performance	Sprinkler Performance			
SHOCK SPREAD BEYOND (OR ORIGIN)	Form of Material Generating Most Soots	Type of Material Generating Most Soots				
FLOOR CONDITIONS			Extent of Soot Travel			
FIRE MAKING REPORT			Entries contained in this report are intended for the sole use of the State Fire Marshal. Estimations and evaluations made herein represent "most likely" and "most probable" cause and effect. Any representation as to the validity or accuracy of reported conditions outside the State Fire Marshal's office, is neither intended nor implied. FIRE MARSHAL P.A. 1, Yes 2, No			
REPORT NUMBER, LISTENING			DATE 08/30/97			

WORD AUTOMATED

9/3/97

CENTENNIAL Insurance
2078 MEMORIAL DR
S. Hadley, MA 01075

913 5362655

BERKSHIRE MUTUAL

9/18/96

9/18/97

8/11/97
9/15/97

WIRE

Chicago, MA

HOME
ANYTIME

TYPE OF ADDRESS

NONE

~~Vehicle was suddenly engaged...~~

20/4D 100,000

500
500

Chicago Municipal Employees Credit Union

DATE OF LOSS

8/16/75

Pleasure

Insured
Totaled

NONE

NONE

NONE

Assigned to: George - Comprehensive Approval
Marie L. Hammel Marie T. Hallam



Department of Public Safety
Office of the State Fire Marshal

1010 Commonwealth Avenue, Boston, Massachusetts 02215

Burned/Recovered Motor Vehicle Report

Fire Department: West Springfield FDID#: 13325
Incident Number: 972416 Date: August 30, 1997

This report must be completed fully in accordance with
M.G.L. c. 175, § 113O; and M.G.L. c. 266, § 29 B.

I hereby report to the above named Fire Department that the following motor vehicle was burned in the City/Town of

West Springfield

Owned by:

[Redacted] Chicago MA [Redacted]
Address City/Town/State Phone Number

Reported by:

Mass Turnpike
Last Middle First
Address City/Town/State Phone Number

Location of Fire:

Street City/Town Date/Time of Fire

Motor Vehicle:

1997 Ford F150 stepside Black
Year Make Model Body Style Color
[Redacted] MA-2F4DF0R4810 [Redacted]
Registration Number State Vehicle Identification Number

Fire Insurance Coverage?: Yes No

Centennial Broksia
Insurance Agent Insurance Company

Further information will be required by the Fire Department Form FP-330

Oath of Affirmation

I hereby swear or affirm under penalty of perjury, that the information I have provided herein is truthful and correct.

To be signed by the owner of record

Do not write below these lines - Fire Authority only.

Name of Person Taking Report:

77 Daniel G Green 9-5-97 12:25
Name Date/Time

Stolen Report Made?: Yes No

Where Date/Time

All data elements must be answered - Print Legibly
White copy - Fire Authority; Pink copy - State Fire Marshal's Office; Yellow copy - Owner/Operator

Department of Public Safety Office of the State Fire Marshal
100 South College Avenue Boston, Massachusetts 02

Danny Luis

FORM 13325	DEPARTMENT West Springfield F.D.	Report	2	Reports Change	FORM SF-32		
File # 172418	If Reported File Only: 00	Date 08/30/97	Day of Week: Saturday	7	Alarm Time 22:13	Arrival Time 22:20	Back in Serv. 23:17
Type of Situation Fought Vehicle fire			13	Type of Action Taken Extinguished	1	Actual SM 1 No'd 1 By SM	
Fixed Property Dam (Occupancy) Home/Residential			900	Ignition Factor Mechanical failure	50		
Street Address					File Code	Cross Street 81200	
Occupant Name (Last, First, MI)			Telephone		Sex or Age		
Owner Name (Last, First, MI)			Address CHICOPES MA		Telephone		
Method of Alarm from Public Phone direct to FD				1	Co. Inspection District	2	Shift 1
No. Fire Service Personnel Responded	No. Engines Responded	1	No. Aerial Apparatus Responded	0	No. Tankers Resp.	0	No. Other Vehicles Responded
Hazardous Material (Present?)		Yes X No	Substance		Special Equipment Used?		
TYPE DAMAGE	Number of Injuries	0	NUMBER DAMAGE	Number of Injuries	0	Number of Fatalities	0
Vehicle Property Type Passenger truck under 1 ton			22	Vehicle Status?	1	Yes No	Estimated Total Dollar Loss 22000.00
Insurance Co. COMMERCIAL INS. CO.			Total Insurance		Claim Paid		
Year 97	Make RAM	Model F-150	Color BLACK	License No.	VIN/Serial No. 000000		
If Equipment Involved In Operation	Year 97	Make RAM	Model F-150	Serial No. 000000			
Location of Complex	Area of Origin 900 Engine/hood area of equip	63	Equipment Involved in Ignition Substantiated equipment		0		
Number of Best Evidence Samples Taken	Area of Material Ignited Elect. wire/ins.	12	61	Type of Material Ignited Other/unc. rept.		0	
Level of Establishment Process on tank	Level of Fire Origin Grade to 9' above gr	5	1	Number of Stories Substantiated/In Report	0	Construction Type Determined/not report 0	
Level of Flame Damage	Extent of Smoke Damage	Structural Performance		Sprinkler Performance			
Percentage of Structure Damaged	Form of Material Generating Most Smoke	Type of Material Generating Most Smoke					
OTHER REMARKS			Source of Smoke Travel				
REPORTING OFFICER DANNY LUIS			DATE 08/30/97		NOTES Entries contained in this report are intended for the sole use of the State Fire Marshal. Substances and evaluations made herein represent "most likely" and "most probable" causes and effects. Any representation as to the validity or accuracy of reported conditions con- sidered the State Fire Marshal's office, is either intended or implied. FIVE COPIES P.L. 1 - Yes 2 - No		

VEHICLE FIRE QUESTIONNAIRE

File No. [REDACTED]

POLICY HOLDER / OWNER

Name of Insured/Owner: [REDACTED] Date of Birth: [REDACTED]

Residence Address: [REDACTED] me1 [REDACTED]

Telephone Number: Home: [REDACTED] Business: [REDACTED]

How long living at present residence? 18 years

Previous Residence Address: _____

Employer Name: mass turnpike

Address: 10 park plaza Boston me1

Occupation/Position: tail collector Length of Service: 1 1/2

Social Security Number: 010-70-0838

Marital Status: Single Married Divorced Separated Widow

Spouse's Name: _____ Date of Birth: 1 1

Address: (if different from residence address) _____

Employer: _____

Address: _____

Occupation: _____

Telephone Number: Home: () _____ Business: () _____

Insured's Drivers License Number _____ Registered State: _____

VEHICLE DESCRIPTION

Year	Make	Model	License Plate Number	Donor Reading
<u>97</u>	<u>Ford</u>	<u>F150</u>	[REDACTED]	<u>9,500</u>
Vehicle I.D. Number	Color	No. of Doors	No. of Cylinders	
<u>2F0DFA9W8K</u>	<u>Black</u>	<u>2</u>	<u>8</u>	

Does Vehicle have original Engine? Yes No

Does Vehicle have original Transmission? Yes No

ACCESSORIES AND OPTIONAL EQUIPMENT

<input checked="" type="checkbox"/> Radio - AM/FM STEREO	<input checked="" type="checkbox"/> Air Conditioner	<input type="checkbox"/> Full Wheel Discs
<input type="checkbox"/> Tinted Glass	<input checked="" type="checkbox"/> Automatic Transmission	<input checked="" type="checkbox"/> Anti-Theft Device
<input checked="" type="checkbox"/> Stereo/Tape Player	<input type="checkbox"/> CB Radio	Brand <u>Whisper</u>
Brand <u>Ford</u>	Brand _____	<input type="checkbox"/> Tires
<input checked="" type="checkbox"/> Seat Belts	<input checked="" type="checkbox"/> Power Steering	Brand _____
<input checked="" type="checkbox"/> Power Brakes	<input checked="" type="checkbox"/> Power Windows	Type _____
<input checked="" type="checkbox"/> Power Seats (1/2)	<input type="checkbox"/> Vinyl Top	Age _____
<input type="checkbox"/> Customizing (Interior/Exterior)	<input type="checkbox"/> Special Wheel Covers	<input type="checkbox"/> Standard Transmission 3 4 5
<input checked="" type="checkbox"/> Bucket Seats	<input type="checkbox"/> Power Antenna	<input type="checkbox"/> OTHER -

VANS

<input type="checkbox"/> Interior Paneling	<input type="checkbox"/> Interior	<input type="checkbox"/> Rear Passenger Seating
<input type="checkbox"/> Exterior Decorative Paint	<input type="checkbox"/> Other than factory installed	<input type="checkbox"/> Customized windows or
<input type="checkbox"/> Bunk (or Cot ()	Air Conditioning	Bubbles
<input type="checkbox"/> Stereo	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Television
<input type="checkbox"/> OTHER-		

S A L E S D A T A	Purchase Date: <u>1/16/97</u> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Purchase Price: \$ <u>2182.60</u>
	Paid By: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check Financed By: <u>Chicopee Municipal Employees Credit Union</u>
	Seller's Name: <u>Tracy Ford</u> Telephone Number: <u>(413) 592-1600</u>
	Address: <u>60 Fuller Rd</u>
	Tax Paid: \$ _____ Trade In? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ _____
	Lienholder Name: <u>Chicopee Municipal Employees Credit Union</u>
	Address: <u>923 Forest St</u>
	Telephone Number: <u>(413) 592-5108</u>
	Account Number: <u>8004</u> Down Payment: \$ <u>None</u>
	Last Payment: \$ <u>489.19</u> Month: <u>8-6-97</u> Arrang? <input type="checkbox"/> Yes <input type="checkbox"/> No
Has vehicle been repossessed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Are payments up to date? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lienholder notified of THEFT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Other outstanding loans? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes With whom? _____ Amount \$ _____	
Owneership documents held by: <u>Chicopee Municipal Employees Credit Union</u>	
S E R V I C E	Name of Service Station: _____ Telephone Number: () _____
	Address of Service Station: _____
	Date of Last Service: ____/____/____ Work Performed: _____
	Inspection Date: ____/____/____ Inspection Station Number: _____ List any major work performed since purchase other than tune-up, oil, grease: _____
P R I O R D A M A G E	Has Vehicle been involved in any accidents or theft since purchase? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Date of Loss: ____/____/____ Location: _____
	Type of Loss: _____
	Damage / Area: _____
	Amount \$ _____
	Insurance Company: _____
Repair Shop Name: _____ Telephone Number: () _____	
Address: _____	
F I R E	Who had custody of vehicle at time of fire? (If other than insured, complete part 1) _____
	Exact location of fire: (If subro, complete part 2) <u>mass Pike western Exit 4 off ramp</u>

IN YOUR OWN WORDS, BRIEFLY DESCRIBE YOUR MOVEMENTS AND LOCATION OF YOUR VEHICLE FOR THE 12 HOURS PRIOR TO LAST OBSERVING YOUR VEHICLE, AND WHAT YOU DID WHEN YOU DISCOVERED THE VEHICLE MISSING OR ON FIRE:

• While travelling to work, my truck started to give off white smoke and felt like it wanted to stall. I pulled over and open the hood and a flash fire came out. I jump back and saw the wiring on fire. I stop a passer by and had the call the fire department.

Vehicle Fire Questionnaire (Continued)

EXACT DESCRIPTION OF LOSS DETAILS:

JUST THE TRUCK WAS LOST

Were police notified? YES by whom Police Dept Per _____ Case # _____ Officer _____

POLICE / FIRE DEPT.

Were notified Fire Dept? MASS TURNPIKE
 Fire Dept.: 3 Address: WEST SPRINGFIELD, MA
 Case number: 972416 1995 Officer: _____ Badge Number: _____
 Date and time fire reported: _____
 Fire loss reported to insurance Company: Date 9-7-97 Time: AM P.M. To whom Marie Laffrance

PART 1

IF VEHICLE WAS LOANED OR BORROWED: NO

Name: _____ Telephone Number: () _____
 Address: _____
Street City State Zip Code
 Relationship: _____ Purpose: _____ Does borrower own a vehicle? Yes No
 If Yes: Vehicle Year: _____ Make: _____ Model: _____ License Plate Number: _____
 Insurance Company: _____

PART 2

SUBROGATION: NO

If vehicle parked in garage or parking lot, identification of place of theft: _____
 Address: _____
 Insurance Company: _____
 Ticket Number: _____
 Lease: _____
 Stub Number: _____ Who Parked the car? _____
 Who was given possession of keys - Attendant: _____

I have read the above statement of loss which was made for the purpose of filing a claim with Berkshire Mutual Ins. Co
 for the fire to my 1997 Ford F150 ID Number * 010-70-0838

I swear that the above three (3) pages are true and correct to the best of my knowledge.

State of MA
 County of HAMPDEN
 Subscribed and sworn to before me this 8 day of SEPT 19 97
Marie Laffrance
 Notary Public

Name: _____
 Address: _____
CHICPEL, MA
 Date: 9-8-97

-a.
w

SUBROGATION

As the vehicle is fully covered by a manufacturers power train warranty, and has been maintained in a unaltered and undamaged condition by the insured, it is my recommendation that Ford Motor Company and Topor Motors immediately be placed on notice, and the vehicle be retained for their inspection.

This claim clearly meets the accepted criterion for res ipsa loquitor negligence on the part of Ford.

PHOTOGRAPHS

During the examination of the 1997 Ford F-150 4x4 I documented my observations in 27 photographs with a Pentax model R-1000 35 mm camera using a 50 mm 1:8:1 lens and Lucky (Fuji) 100 ASA color print film. The negatives will be retained with our file.

1. The front.
2. The left side.
3. The right side.
4. The rear.
5. The whole interior.
6. The engine compartment.
7. The engine compartment-right.
8. The engine compartment-overhead.
9. The overhead-left.

10. The overhead-right.
11. The undercarriage examination.
12. Same as photo number 11.
13. The correct level of transmission fluid on dipstick.
14. The lack of oil on engine dipstick.
15. The melted front cover left side of engine.
16. The left side remains of front end.
17. The burned oil residue on left exhaust.
18. Same as photo number 17.
19. The residue on crossover exhaust-left side.
20. The remote engine oil filter remains.
21. The oil filter end fitting remains.
22. The oil filter engine end fitting remains.
23. The undamaged engine oil pan.
24. The oil found remaining in oil pan.
25. The 6 quart normal capacity shown on chart.
26. The odometer (9,510 miles).
27. The Federal ID label/plate.

FINDINGS

Convincing evidence produced by my inspection of this vehicle in conjunction with the insured's recollections of the smelling sweet smoke of an oil leak, points to a conclusion that a substantial engine oil leak was underway on this truck as the insured drove it on the Mass. Pike toward the Toll Booth where he was stationed. The engine compartment erupted into flames shortly after he brought to a stop behind the booth. Had he driven it further he would have lost

all the oil and the warning light would have come on, but there was still a quart and a half in the pan when the fire erupted.

The insured indicates that he has smelled the smoke produced by engine oil leaking onto an exhaust manifold on another vehicle in the past, and is certain what he smelled was the same.

Stains and oil remaining on the road-facing surface of the vehicle are convincing evidence that the 4 quarts of oil missing from the engine found its way, by pressure spraying or by motion induced air currents, onto the floor and the left side exhaust system where it flashed off and produced the smoke reported by the driver.

As often occurs in automobile fires, the defect which caused the fire was consumed by it.

I have been able to exclude the 12V system and other fluids from involvement in the cause, and there is no indication that the fire was incendiary.

The circumstances of this fire meet the criterion for *res ipsa loquitor* negligence on the part of Ford because;

1. The fire was the kind of event which does not ordinarily happen without negligence.
2. The fire was not caused by any outside influence and the vehicle was in as-manufactured condition with respect to the engine compartment and drivetrain.
3. The event was not due to contribution or voluntary action of the vehicle's owner.

Having met the established criterion, we believe that the burden of proof has been shifted to Ford, as vehicle is under full warranty.

It is our recommendation that Ford Motor Company and Topor Motors be placed on notice immediately, and the vehicle be retained for their inspection.

If you would like us to pursue this matter further, or have any questions, please advise.





RECEIVED
 APR 15 1999

Office of the General Counsel

Ford Motor Company
 Ford Motor Company
 Suite 400
 Three Parklane Boulevard
 Dearborn, Michigan 48126-2000

April 6, 1999

Farmers Insurance Group
 P.O. Box 470244
 Tulsa, OK 74147-0244
ATTENTION: MICHELE BLUNT

Re: Claimant: [REDACTED]
 D/E: February 12, 1999
 Y/Claim #: 38-177634

Dear Ms. Blunt:

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

- 1. The date of incident and the city and state in which it occurred. *2/12/99* *Clare more OK*
- 2. A complete description of the incident, including events which occurred prior to and subsequent to the loss. *See Attached*
- 3. A copy of the police and/or fire report. *See Attached*
- 4. For each person alleged injured: full name, date of birth, home address, marital status and name of spouse, social security number, occupation, a complete description of the injuries, the names and addresses of all treating physicians, and copies of all medical bills and reports. *NONE*
- 5. The vehicle year, model, and serial number. *97 Ford F150 LXT* *IFTDFMHWK 58694*
- 6. The mileage on the vehicle at the time of the incident.
- 7. Original photographs of the vehicle's damage, *from several different angles*, or color laser copies.
- 8. Original photographs of the inside of the vehicle showing the steering wheel, dash and roof areas.
- 9. Original photographs of the accident scene showing the grade of the road.
- 10. What is the alleged defect?
- 11. Documentation to substantiate your defect allegation, including a copy of your expert's report and the expert's original photographs. *See Attached*
- 12. Has the alleged defective part been repaired or replaced? *N/A*
- 13. The present location of the alleged defective part and the vehicle. *Saginaw Auto Pool*
- 14. The repair estimate, repair order, or your total loss worksheet for the vehicle's damage, and copies of draft payments.

- 15. A complete service history for the subject vehicle, including any tune-ups or oil changes.
- 16. List any after market additions or modifications that were made to the vehicle.
- 17. We will be pleased to conduct non-destructive testing on your alleged defective part should you choose to remove the part and assembly and ship it at your own expense. Please follow the directions listed in the attached shipping instructions.
- 18. Lost wage verification (if applicable).
- 19. Was the parking brake applied?
- 20. Was the engine running?
- 21. Were the keys in the ignition?
- 22. Has any insurance company been advised of this incident? If so, please state the name, address, and telephone number of those insurance companies; their claim number; and the agent's name. *NA/A*
- 23. If an attorney has been retained by you to settle this claim, please include his/her name, telephone number, and address. *NA/A*
- 24. If this vehicle was purchased as used by the insured please provide: the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased.
- 25. Other:

Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 45 days, we will assume that you are not interested in pursuing a claim and we will close our file.

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

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

Sincerely,

Jessie Hollingsworth
Claims Analyst

dmb

© 1985 Ford Motor Company

It was a cold morning so I started
the truck to warm up. I came back in to the
house and started to get dressed BUT thought I would
take a quick shower instead. While I was in the shower
Pam hollers that somebody was outside honking their horn.
she got up to see who it was when she seen it was
the Red Ford honking and on fire (just the dash) AT THE TIME.
Then she came back & got me and called 911



FOYIL FIRE DEPARTMENT P.O. BOX 54 FOYIL, OK. 74031

PHONE NON EMERGENCY: 789-3533

TIME OF CALL: 0124 ARRIVAL TIME: 0132 CLEAR FROM SCENE: 0909

TYPE OF CALL: STRUCTURE FIRE:

DATE: 2-12-99

NATURAL COVER FIRE:

AUTO FIRE:

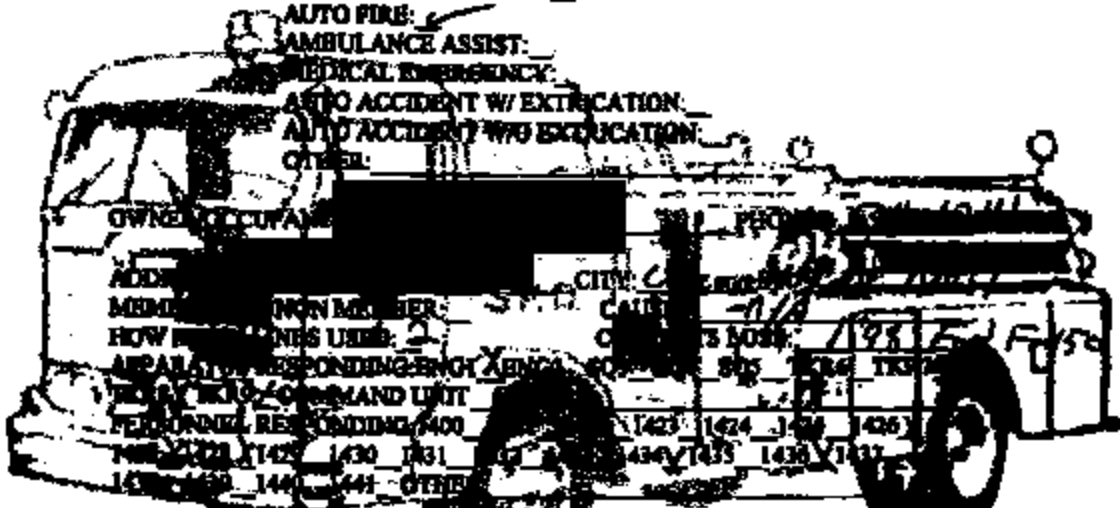
AMBULANCE ASSIST:

MEDICAL EMERGENCY:

AUTO ACCIDENT W/ EXTRICATION:

AUTO ACCIDENT W/O EXTRICATION:

OTHER:



COMMENT: prop fully involved eng
+ cab. No explosive damage other than
melted edge of shingles on house.

Tayt
SIGNATURE OF PERSON WRITING REPORT: Chy J. Smith
SIGNATURE OF OWNER/OCCUPANT:

\$\$\$

FIRE INVESTIGATION OF A 1997 FORD F150 TRUCK
CLAIM NO. [REDACTED]
FOR
MR. SHAWN ZAFONI,
SR. CLAIMS REPRESENTATIVE
FARMERS INSURANCE GROUP OF COMPANIES
BY
WILLIAM C. GEARY, P.E.
SPECIAL INSURANCE INVESTIGATOR
CREATIVE TECHNOLOGIES
MARCH 11, 1999

MAR 15 1999

William C. Geary, P.E.
8-11-99

FIRE INVESTIGATION OF A 1997 FORD F150 TRUCK, CLAIM NO. 38-177634

INTRODUCTION

Case Identification

Name of Insured	[REDACTED]
Policy Number	n/a
Claim Number	[REDACTED]
Date of Loss	February 12, 1999
Vehicle Description	Red colored 1997 Ford F150 Truck
Vehicle License Number (LPN)	n/a
Vehicle Identification Number (VIN)	[REDACTED]
Location of Vehicle	Sepulpa Auto Pool
Pool Number	65681
CREATIVE TECHNOLOGIES NUMBER	36201

Background

Monday, February 15, 1999

A call was received from Mr. Shawn Zaponi, Senior Claims Representative of the Farmers Insurance Group of Companies, Tulsa Office (Farmers), regarding a fire which took place in the vehicle of their insured, [REDACTED] (insured). The vehicle was a red 1997 Ford F150 Pickup Truck (Truck). According to Farmers, the truck caught fire shortly after it was warmed up. This investigator was asked to conduct an engineering investigation.

Objectives

The objective was to determine, as best as possible, the cause and origin of the fire.

FIRE INVESTIGATION OF A 1997 FORD F150 TRUCK, CLAIM NO. 38-177634

TECHNICAL INVESTIGATION

The following information was reviewed in preparation of this report:

- (X) Research into Truck Model History
- (X) Other Interviews, As Needed
- (X) Physical Examination of Truck and/or Components
- (X) Other Information/Reports
- (X) Truck Shop Manual¹

Friday, February 26, 1999

Research was conducted into the year, make and model of the vehicle. Databases of the National Highway Traffic Safety Administration (NHTSA) were accessed. Recalls, Defect Investigations, Technical Service Bulletins and Consumer Complaints were checked. The results are shown in Figures 1 through 32.

After the research was finished, a trip was made to the Sapulpa Auto Pool. Upon arrival, the following identifying observations were made:

- The vehicle was recognized as a Ford Truck, red in color.
- The Pool number was marked on the vehicle as "65681".
- The last six (6) digits of the VIN were identified as [REDACTED]
- The LPN was [REDACTED]
- The truck had factory decals indicating that it was an F150 model.

Overall photographs were then taken, as shown in Figures 33 through 39. The following observations were made:

- The rear tires were fully inflated, appeared to be ok, and had plenty of tread.
- The box of the truck appeared to be nearly intact; some damage to the inside, left, and front.
- The roof was without paint, both of the doors were without paint except for a small patch at the bottom rear, each side.
- There was no door hardware.
- The hood was missing.

The passenger compartment was then inspected. Photographs were taken, as shown in Figures 40

¹Christman, Mark, John B. Raffa, and John H. Haynes, *Ford Pickups & Bronco Automotive Repair Manual*, Vol 36058 (880), (Newbury Park: Haynes North America, Inc., 1996.

FIRE INVESTIGATION OF A 1997 FORD F150 TRUCK, CLAIM NO. 38-177634

DISCUSSION

The truck was unquestionably identified. The physical characteristics, VIN digits, factory decals verified that it was the 1997 truck involved in the claim.

There was a considerable number of alleged and proven problems with the current model. While nearly all of the problems outlined were not relevant, one report may have been related to the problem. The subject model was subject to eleven (11) recalls, ranging from incorrect certification labels to leaking fuel tanks. None of the recalls was related to the current fire. Ten (10) defect investigations were found, five were closed with recalls unrelated to the current fire. The remainder of the defect investigations were either closed without recommendation of a recall, or are still in the early stages of the investigation process; however, those defect investigations listed did not appear to relate to the current fire. Several search categories were addressed in the Technical Service Bulletins, for a total of fourteen (14) bulletins listed. One (1) bulletin related to after market wiring alterations; a service tip, as shown in Figure 16. The description was vague and no conclusions could be drawn from the available information. Several related to misfiring and other related engine problems, including excessive fuel pressure. The bulletin about excessive fuel problem may relate to the current fire.

Although the complaint database contains unverified reports of a wide range of vehicle problems, a developing trend can sometimes be spotted before full-blown NHTSA investigations have begun. A focused search of the complaint database revealed twenty one (21) complaints. Three (3) listed in Figures 23 and 24 related to fires of apparent electrical origin. One (1) listed in Figure 26 related to a fuel leak in the engine compartment. One (1) listed in Figure 28, related to an engine fire during operation; cause unknown. Although several instances of fires were reported, no strong connection exists at the present time between the reported observations and the results of the physical examination performed at the Sapulpa Auto Pool.

The general origin of the fire was forward of the truck box.

Several irregularities were observed in the wiring, in both the passenger compartment and the engine compartment. Although multiple shorted wires were found in both areas, the presence of multiple wire shorts suggests that they were shorted out due to burned insulation and were not the cause of the fire itself.

Investigation the extend of the fire in the engine compartment provides several clues. The burning of the engine compartment was complete and low. If the truck had completely burned, it would suggest a natural fire progression; however, since only the engine and the passenger compartment were affected, it is more likely that the fire originated ahead of the bulkhead. The burn pattern at the bulkhead shows that there was apparently fuel under pressure which made contact with it. The nature of the material burned on top of the engine, the burn marks on the bulkhead, the melting of

FIRE INVESTIGATION OF A 1997 FORD F150 TRUCK, CLAIM NO. [REDACTED]

the throttle body, points to a fuel driven fire, as opposed to one of electrical origin.

FIRE INVESTIGATION OF A 1997 FORD F150 TRUCK, CLAIM NO. [REDACTED]

SUMMARY AND CONCLUSIONS

A call was received from Farmers regarding a truck fire which occurred during operation. Research was conducted into the year, make and model to investigate a link with reported problems. A physical examination of the truck was conducted. The following was conducted.

- The fire was probably not of electrical origin.
- The origin of the fire was at the rear of the engine compartment.
- The most probable cause of the fire was high fuel pressure resulting in a fuel leak at the rear of the fuel injection system rail, igniting and subsequently burning the engine compartment, then the passenger compartment.

Figure 40



Figure 41



Figure 42



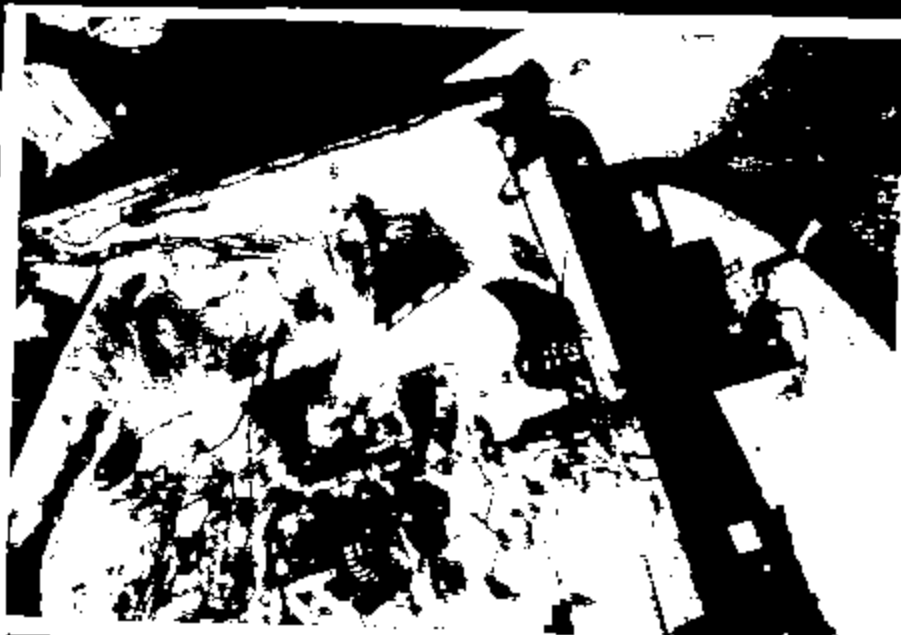


Figure 43



Figure 44



Figure 45

Figure 46



Figure 47



Figure 48





Figure 49

5000-005-LC-8638

Figure 33



Figure 34



Figure 35





Figure 36



Figure 37



Figure 38

Figure 39



MSL/REZ [REDACTED] SALN 38177634 POL [REDACTED] ZIP CODE [REDACTED]
 CLAIMANT [REDACTED] DOL 2-12-99 INSPECTING BCO # 38 SETTLEMENT BCO # 36

VIN: FTDFU7W1K [REDACTED] RES		VEHICLE COMPARISON	
LIC: [REDACTED]	EXP. DATE: 1/77	MILEAGE: 37000	
YEAR: 97	MAKE: Ford	MODEL: F-150	
EDITION: XLT	DOORS: 2	ENGINE: 4.6 L	
CYLINDERS: V8	FUEL TYPE: Gasoline		
DATES Reported to Company: 2.12.99 Reported to BCO: 2.15.99 Assigned to BCO: 2.15.99 Reported to Vendor: 2.15.99 Assigned to Vendor: 3.5.99 Date Settled: 3.5.99			
SUBROGATION: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		MECHANICAL: CR Notes: <input type="checkbox"/> Below Average <input type="checkbox"/> Average <input checked="" type="checkbox"/> Above Average <input type="checkbox"/> Exceptional BODY/PAINT: CR Notes: <input type="checkbox"/> Below Average <input type="checkbox"/> Average <input checked="" type="checkbox"/> Above Average <input type="checkbox"/> Exceptional INTERIOR: CR Notes: <input type="checkbox"/> Below Average <input type="checkbox"/> Average <input checked="" type="checkbox"/> Above Average <input type="checkbox"/> Exceptional TIRE: CR Notes: <input type="checkbox"/> Below Average <input type="checkbox"/> Average <input checked="" type="checkbox"/> Above Average <input type="checkbox"/> Exceptional	
LT FT. 7.32		RT FT. 9.32	SPARE _____ 32
LT R 9.732		RT R 9.732	BRAND _____

- | | | | | | | |
|---|--|--|---|--|--|---|
| Transmission
30 Auto
31 6 Speed
32 5 Speed
33 4 Speed
34 3 Speed
35 4 Speed
36 4 Speed
37 4 Speed
38 4 Speed
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100 4 Speed | Body
101 AM Radio
102 FM Radio
103 Stereo
104 Cassette
105 Stereo
106 AM/FM
107 AM/FM
108 AM/FM
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151 Vinyl
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197 Carpet
198 Carpet
199 Carpet
200 Carpet | Exterior
201 Power Steering
202 Power Brakes
203 Power Windows
204 Power Locks
205 Power Drive Seat
206 Power Passenger Seat
207 Power Steering
208 Power Brakes
209 Power Windows
210 Power Locks
211 Power Drive Seat
212 Power Passenger Seat
213 Power Steering
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215 Power Windows
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217 Power Drive Seat
218 Power Passenger Seat
219 Power Steering
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223 Power Drive Seat
224 Power Passenger Seat
225 Power Steering
226 Power Brakes
227 Power Windows
228 Power Locks
229 Power Drive Seat
230 Power Passenger Seat | Accessories
231 Air Conditioning
232 Rear Organizer
233 Tire Wheel
234 Cruise Control
235 Clock Radio
236 Leather Seats
237 4 Wheel Disc Brakes
238 Telescopic Mirror
239 Auto Level
240 Third Seat
241 Dual Mirrors
242 Fog Lamps
243 Aluminum
244 Alloy
245 Locking Covers
246 Sports Aluminum
247 Stylized Steel
248 Vinyl
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257 Vinyl
258 Vinyl
259 Vinyl
260 Vinyl | Options
261 8 Passenger Option
262 Dual Air Conditioner
263 Power Sliding Door
264 Soft Top
265 Hard Top
266 Rear Step Bumper
267 Rear Sliding Window
268 Auxiliary Fuel Tank
269 Delay 2 Tint Paint
270 Running Boards
271 Running Boards
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290 Running Boards | Other
291 Wood Grain
292 Body Side Molding
293 Bucket Seats
294 Instrumentation
295 Power Windows
296 Power Mirrors
297 Power Tint
298 Rear Window Wiper
299 Rear Window Wiper
300 Rear Window Wiper
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309 Rear Window Wiper
310 Rear Window Wiper |
|---|--|--|---|--|--|---|

SETTLEMENT DETAIL FD-19375 TO-20885 VALUATION METHOD USED: NADA CCC REQUEST # [REDACTED] VOLUME: \$15,500 ADJUSTMENTS: \$250 ACTUAL CASH VALUE: \$15,250 SALES TAX: \$257 LIC./TRANSF.: \$72.00 / 30.00 LOSS OF USE: \$ APPLIED / LEAS.: \$ DEDUCTIBLE: \$240 LESS SALVAGE: \$ NET TOTAL: \$14,924.50		DISTRIBUTION OF PAYMENTS OVER: \$ MORTGAGE: \$924.50 LOSS OF USE: \$ EXCLUDE ADJUSTMENTS: FD=216, 110 1824=72.00 250=Manual SALES TAX: \$257 LIC./TRANSF.: \$72.00 / 30.00 LOSS OF USE: \$ APPLIED / LEAS.: \$ DEDUCTIBLE: \$240 LESS SALVAGE: \$ NET TOTAL: \$14,924.50		SAVING LOCATION OF SAVINGS: <input type="checkbox"/> DRG <input checked="" type="checkbox"/> POOL ADDRESS: 5941/106 SALE # 665681 DATE: 1/14/99 NAME: HOLD PHONE # _____ ADVANCE CHARGES: _____ PAID BY CR: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
---	--	--	--	--	--

Claims Representative Signature: [Signature]
 Supervisor Signature: [Signature]
 Date: 3-5-99
 need 3/8 addition on 3/9
 CR# 5987
 RO COPY



PHOTO MOUNTING SHEET

COMPANY CLAIM NO. [REDACTED]

POLICY NO. [REDACTED]

INSURED: [REDACTED]

CLAIMANT: _____



Picture # _____

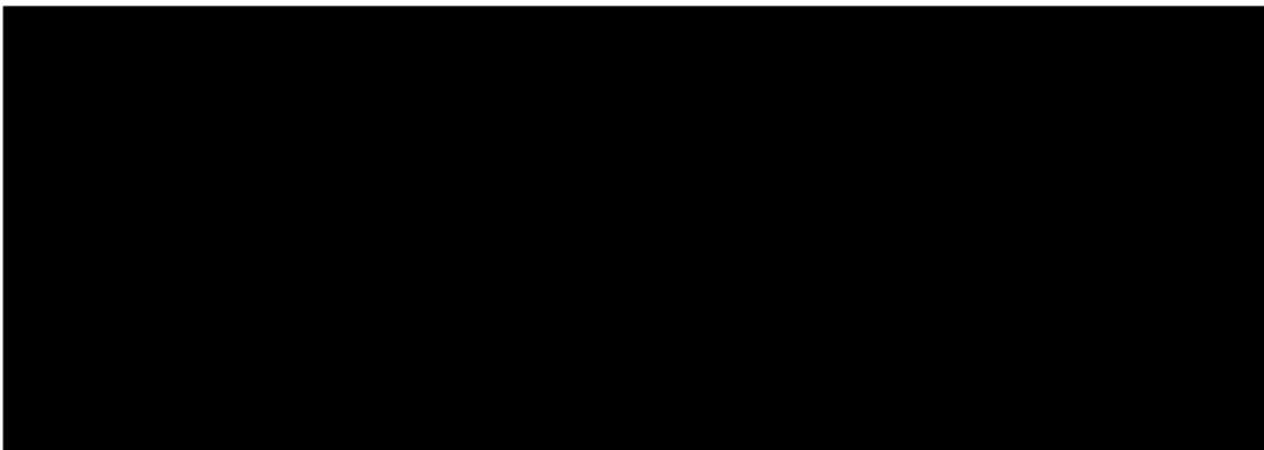
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ive _____

D VIEW:

Picture # _____

VIEW:



MITCHELL LAW OFFICES, P.A.
2110 S. MIAMI BOULEVARD
DURHAM, NORTH CAROLINA 27703

JOAN M. MITCHELL
DONALD B. VONHAGEN

Of Counsel:
MARIA C. SCANDIA
CAREY L. EWING*
* Also admitted in Florida and Texas

Mailing Address:
POST OFFICE BOX 13479
RESEARCH TRIANGLE PARK, NC 27709

Telephone: (919) 598-9000
(800) 598-0666
Telex: (919) 598-9090

November 10, 1998

Ford Motor Company
Attn: Harold Keyes
Parklane Towers West, Suite 400
Three Parklane Blvd.
Dearborn, Michigan 48126-2568



*Keyes
open*

Re: Claim Number: [REDACTED]
Policyholder: [REDACTED]
Date of Loss: April 14, 1998
Claim Amount: \$25,136.43

Dear Mr. Keyes:

Our firm has been retained by Nationwide Insurance Company in the above referenced matter. According to evidence we have received, Nationwide has paid the above amount (which includes the insured's deductible), and is now looking to you as the responsible party for repayment.

On April 14, 1998, the above-referenced policyholder's vehicle caught fire on Marsh Road in Knotts Island, North Carolina.

We ask that you contact us immediately so that we may discuss this matter and make arrangements for repayment. In the event you have liability insurance, please notify us of the insurance carrier so that we may address our correspondence directly to the insurance company. In addition, if you have retained an attorney in this matter, please notify us of such representation.

We are more than willing to cooperate and work with you in resolving this matter; however, unless we hear within 15 days from the date of this letter, we will proceed to file suit to recover the amount Nationwide has paid in this matter. We look forward to hearing from you, and appreciate your immediate attention to this matter.

Sincerely,

Mitchell Law Offices, P.A.

A handwritten signature in cursive script that reads "Jennifer Green".

Jennifer Green, Esq.

cc: Sherry Harris, Nationwide Claims Representative
Joan M. Mitchell, Esq.

MITCHELL LAW OFFICES, P.A.
2110 S. MIAMI BOULEVARD
DURHAM, NORTH CAROLINA 27703

JOAN M. MITCHELL
DONALD R. VON HAGEN

Of Counsel:
MARIA C. SCANGA
CAREY L. EWING*

* Also admitted in Florida and Texas

Mailing Address
POST OFFICE BOX 13376
RESEARCH TRIANGLE PARK, NC 27709

Telephone: (919) 598-9000
(800) 598-0666
Telefax: (919) 598-9090

January 19, 1999

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

Re: Claim Number: [REDACTED]
Policyholder: [REDACTED]
Date of Loss: April 14, 1998
Claim Amount: \$25,156.43

Dear Mr. Drabczyk:

This letter is in response to your letter dated January 8, 1999 requesting more information regarding the above-referenced loss. In response to your numbered questions, we respond in the following way:

10. The alleged defect is identified and explained in the expert report.
11. Documentation to substantiate the defect allegation, including a copy of the expert report and photographs is enclosed.
13. The defective vehicle is located at Sedisco East in Clayton, North Carolina.
14. A CCC Valuation Report is enclosed.
15. The policyholder states that the vehicle was never serviced.
16. The policyholder states that the vehicle had no aftermarket additions or modifications.

Once you have had a chance to review this information, please contact our office to discuss this claim. Should you have any questions, please do not hesitate to give me a call.

Sincerely,

Mitchell Law Offices, P.A.


Joan M. Mitchell, Esq.

cc: Earl Rhoads

EA05-005-LC-0845

Case No. A-9859-04

Enclosure No. 1

Insured: [REDACTED]

PHOTO EXPLANATION SHEET

1. Exterior Front Driver's Side
2. Driver's Side Front Wheel Remains
3. Exterior Driver's Side Rear
4. Remains of Tire Pad Located in Truck Bed
5. Remains of Cables and Tools in Truck Box
- 6-7 Exterior Passenger Compartment
8. Exterior Engine Compartment With Hood Burned Away
- 9-10. Overall Fire Damage in Engine Compartment
11. Top of Engine Compartment Showing Severe Damage
12. Steel Portion of Fuel Injection System
- 13-15. Electrical Wiring and Wiring Harness Throughout Engine Compartment
16. Evidence of Beading on Battery Terminal
17. Remains of 12-Volt Battery Located in Passenger Compartment
18. Fuel Line as it Enters Engine Compartment
- 19-21. Remains of Fuel Injection System Removed From Passenger Compartment
22. Remains of Oil Filter and Alternator in Passenger Compartment
23. Driver's Side Floorboard Prior to Removal of Debris
24. Transmission Hump and Passenger Side Interior
25. Transmission Hump Showing Wiring and No Unusual Conditions
26. Remains of an AM/FM/Cassette Player
27. Passenger Side Seat Leaning Backwards
28. Wiring Harness Viewed From Driver's Side
29. Additional Wiring Harness - Driver's Side
30. Wiring Harness as Viewed From Passenger Side Showing Intact
31. Wiring Harness Exiting From Instrument Control Panel on Driver's Side Showing Remnants of Insulation

Case No. A-9859-04

Insured: [Redacted]

PHOTO EXPLANATION SHEET - Page 2

- 32. Remains of Hydraulic Jack Behind Passenger Seat
- 33. Driver's Side Floorboard After Debris Removal

May 23, 1998

Insured: [REDACTED]

ASSIGNMENT

I received this assignment on Thursday, April 30, 1998, from Mr. Doug Baker of Nationwide Insurance Company. Mr. Baker requested an examination to determine the cause and origin of the fire. My fire scene examination commenced on May 5, 1998.

SUMMARY OF CAUSE AND ORIGIN

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

EXAMINATION

I examined this vehicle at Sadsco East in Clayton, North Carolina, on May 5, 1998. This vehicle is a 1997 Ford F150 King Cab pick-up, with the last four digits of the Vehicle Identification Number being 6538; this was provided to me by Mr. Baker as there were no legible readily identifiable Vehicle Identification Numbers located on the vehicle. There was no registration plate on the vehicle. Due to fire damage, the safety inspection information, as well as the vehicle's mileage could not be determined.

Exterior

With the exception of fire damage, the exterior of this vehicle was in like new condition with no visible evidence of pre-fire or repaired collision damage, nor outerbody panel rust through.

Exterior fire damage was extensive, with the outerbody panels surrounding the engine compartment and front portion of the passenger compartment sustaining the heaviest degree of damage, specifically on the driver's side front portion as the aluminum alloy rim of the wheel was completely melted off the brake rotor. It was obvious that the fire originated in the engine compartment along the driver's side and extended to other portions of the vehicle from this area.

At the time of the fire, all four tires and wheels were present on the vehicle. At the time of my examination, all tire treads were matching and in good serviceable condition. The wheels were of factory origin.

Interior

At the time of the fire, both driver and passenger doors were closed with the passenger window slightly lowered, and the driver's side window in the raised position. All glass was destroyed by the fire.

Debris in the driver and passenger side floorboards, transmission hump and under both seats were carefully examined during removal. No identifiable ignition source remains were found. In addition, no unusual personal contents items were recovered.

Case No. A-9859-04
Insured: [REDACTED]

- 4 -

May 23, 1958

INVESTIGATION

Based on information I obtained from Mr. Doug Baker of Nationwide Insurance Company, according to the insured, the vehicle was being driven down the roadway when the insured noticed smoke coming from under the engine compartment on the driver's side. The insured pulled the vehicle off to the side of the road and had to walk or run a considerable distance in order to reach a telephone to notify the Fire Department. Upon the insured's return to the vehicle, heavy fire involvement was observed on the driver's side front tire and in the engine compartment.

The insured also stated that after the vehicle was recovered, the remains of the ignition key and possibly other keys were removed from the driver's side floorboard prior to my inspection.

COMMENTS

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

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

cc: Steve Langham, CFI

ENCLOSURES

1. Thirty-three (33) Color Photographs with Photo Explanation Sheet

Insured: [REDACTED]

The carpeting and rubber floor mats on the passenger side of the vehicle were still intact; however, the driver's side floorboard showed a heavier degree of damage along the floorboard and seat area. No remains of the ignition or ignition keys were located. It was obvious during the interior examination that fire damage within the passenger compartment was due to a fire extending through the instrument control panel from the engine compartment, predominantly on the driver's side.

Examination of the wiring harness and electrical wiring throughout the cab of the vehicle did not reveal any unusual conditions or evidence of intense or localized shorting, beading or evidence of an electrical fire causing malfunction. No determination could be made as to the pre-fire position of fuses, as the fuse box was completely destroyed.

Engine Compartment

This vehicle was powered by an 8-cylinder, fuel-injected gasoline engine with power provided to the rear wheels through an automatic transmission with 4-wheel drive capability. An examination of the engine established that normal engine accessories were present. It is important to note that due to the intense fire damage within the engine compartment, many of the alloy components melted and fall off of the engine; most of these components were found during the inspection of the passenger compartment of the vehicle. There was no visible indication that the vehicle was in an inoperable condition.

Oil and transmission fluid levels were up to normal operating levels. At the time of the fire, the 12-volt battery was present in the engine compartment. The remains of the battery were found in the passenger compartment at the time of my examination. Examination of the positive and negative battery terminals reveal a minor amount of shorting of one of the two battery terminals and with the exception of this area of shorting, no other portions of the wiring harness within the engine compartment showed evidence of an electrical fire causing malfunction.

Tracing and examination of the remains of the fuel line reveal that the fuel line enters into the engine compartment on the driver's side portion of the instrument control panel. The fuel line makes a sharp turn upward, going into the fuel injection system. All flexible portions of the fuel lines were completely burned away, but it is important to note that where the fuel line enters into the engine compartment, below the instrument control panel, it is in a direct line with the driver's side front wheel, which completed the aluminum alloy rim from the brake rotor. The only remaining components of the fuel injection system were the steel fuel injection rails and a portion of the throttle body. These components were also located within the passenger compartment at the time of my examination.

Intense fire damage was observed along the top of the engine where the fuel injection rails would have been mounted, but due to the construction of the valve covers which appear to be a combined metal/fiberglass combination, most of the valves and components of the engine covered by this type of construction were exposed due to the intense amount of fire damage.

PHOTO SHEET

FILE NO 19 9859-013



EP05-005-LC-0051

PHOTO SHEET

FILE NO A9859-04



PHOTO SHEET

FILE NO A9859-04

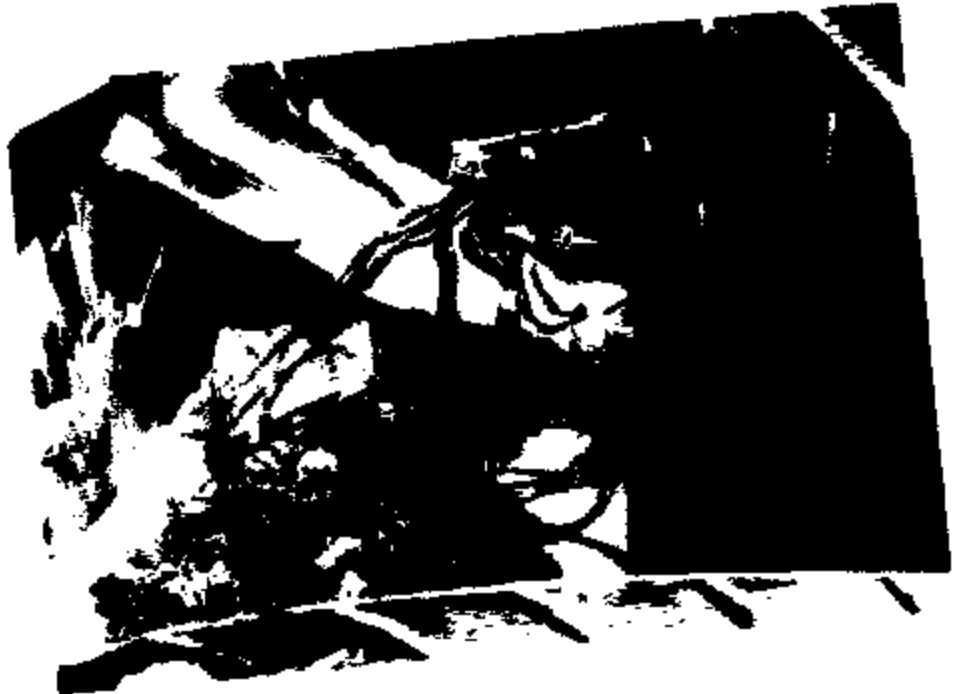
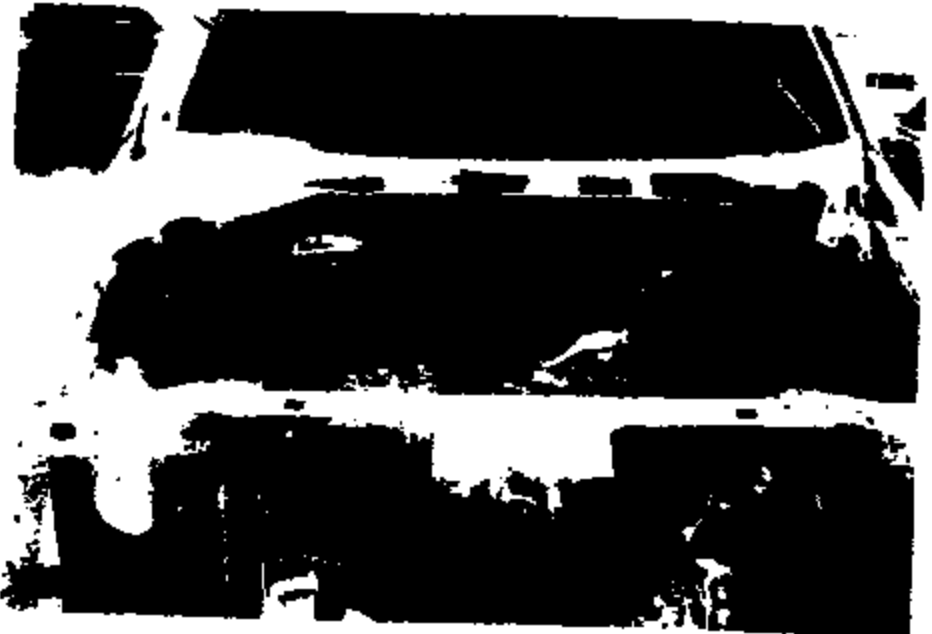


PHOTO SHEET

FILE NO 1985-64



2025-025-LC-0054

PHOTO SHEET

FRF NO 19859-04



ERES-005-LC-0000

PHOTO SHEET

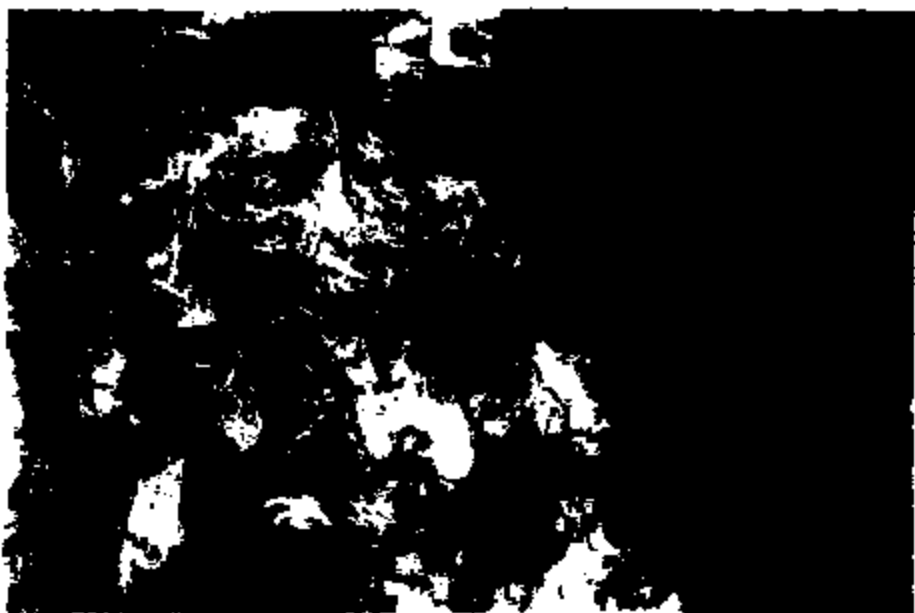
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2025-085-LC-0058

PHOTO SHEET

FILE NO A9257-04



ERMS-885-LC-8057

PHOTO SHEET

FILE NO 119859 (1)



PHOTO SHEET

FILE NO. A9854-G-1

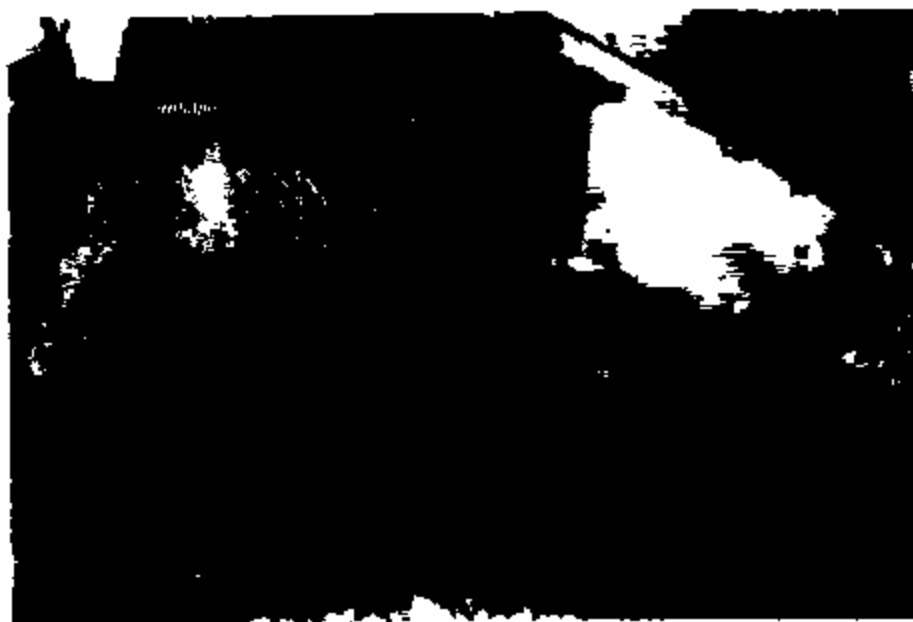


PHOTO SHEET

FILE NO 99859-04



PHOTO SHEET

FILE NO 99859-04



9985-005-LC-0061

PHOTO SHEET

FILE # A9854-04

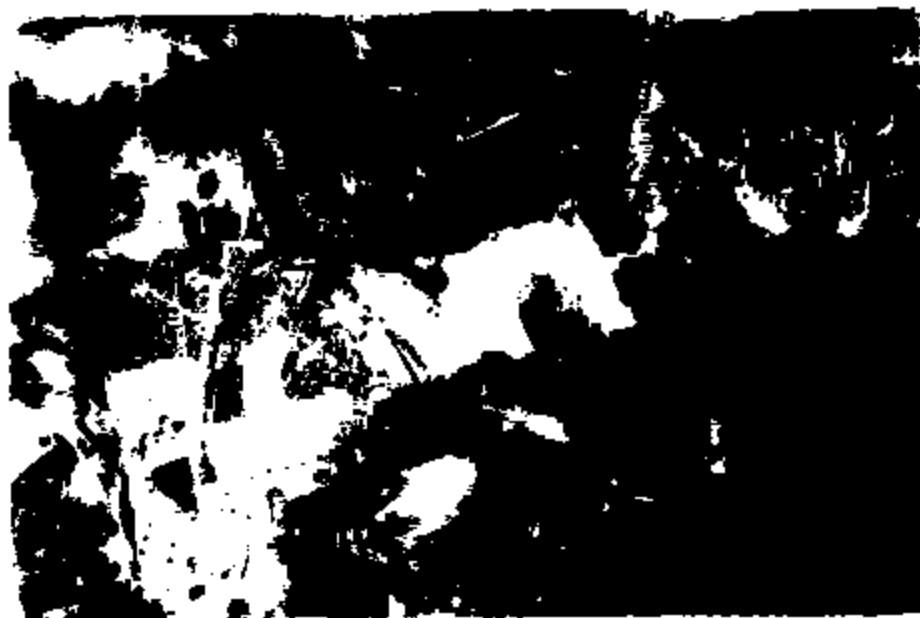


PHOTO SHEET

FILE NO A9859-EM



EA85-885-LC-6863

PHOTO SHEET

FILE NO: A9854-03A



ER05-005-LC-0064

PHOTO SHEET

FILE NO A985704



ER65-988-LC-8885

PHOTO SHEET

FILE NO 19854-0A



PHOTO SHEET

FILE NO 119854 01A



AFFIDAVIT OF VEHICLE FIRE
(All Questions Must Be Answered)

Claim Number: [redacted]-14-1998 01 Name of Insured: [redacted]
 Address: [redacted] KNOTTS ISLAND NC [redacted]
 Home Phone: [redacted] Bus. Phone: NONE Occupation: Body Sealer
 Name/Address of Employer: Ford Motor Company, Norfolk, VA.
 Driver's License: [redacted] Social Security: [redacted] Marital Status: S

Date Of Fire: 4-14-98 Time: 7:30 PM Location: Knotts Island NC (Marsh Road)
 Was the vehicle occupied immediately prior to the fire? Yes No [Was the vehicle locked? Yes No
 Were the windows rolled up tightly? Yes No
 Was the temperature outside when the fire occurred? *NA* What color was the smoke? Gray/White
 What area of the car did the fire start? Under Hood

If Occupied
 Did you smell or see the fire first? *See* Which side of the vehicle did you exit from? Driver
 Did you leave the door open? Yes No Did you remove the key from the ignition? Yes No *(Have found after fire)*
 Did you raise the hood? Yes No Was the gas cap removed? Yes No
 How long did you remain at the scene? *5 min* How did you get home? Run, Jog
 Name/Address of Witness(es): *None*

Was the fire reported to the police? Date: 4-14-98 Time: 8:00 AM PM By Whom? Mrs. Thorn
 Name/Address of Fire Dept.: Knotts Island, Knotts Island, NC
 Did they make a report? Yes No Telephone Number: 429-9905
 If repairable, do you wish to have the vehicle repaired? Yes No

VEHICLE EQUIPMENT (Check if vehicle had any of the following):
 Power Windows Tilt Wheel 4 Wheel Drive Automatic Trans 6 Cylinder
 Power Steering Leather Seats AM 3 Speed 8 Cylinder
 Power Brakes Vinyl Seats AM/FM 4 Speed Other
 Power Locks Vleour Seats AM/FM Stereo 5 Speed 26 Disk CD player
 Power Seats Mag Wheels AM/FM Stereo Tape Customized (self) Power mirrors
 Cruise Control T-top/Sun roof Customized (self) Customized factory Trail Hitch
 Air Conditioning Vinyl Roof Custom factory 4 Cylinder Elec trailer Brakes

VEHICLE CONDITION (Fair F, Good G, Excellent E) Paint *E* Transmission *E* OTHER DISTINGUISHING FEATURES
 Engine *E* Body *E* (Dents, decals, trailer hitch, interior)
 Other: Captain Chairs
 Name/Address of Service Station Garage: *None*
 Who performs routine maintenance services? *myself* Date last serviced: *MARCH 98 (mid)*
 Who performs State MV inspection? *Courtsey Ford* Date last inspected: *MAY 97*

Date car purchased: *NA* New? Used: Purchase Price: \$ *Around 26,000 plus tax + work*
 Trade-In Car: *NA* Allowance \$ *NA*
 Seller Dealer/Individual (include address): *Courtsey Ford, Elizabeth City, NC*
 Who did you learn car was for sale? *made by Dealer*
 Mileage a time of purchase: *60* Mileage at time of loss (fire): *Around 12,000 (probably less no more)*
 How was car paid for? Cash: Check: If financed, name and address of Finance Company: *WACHOVIA BANK*


Account #: [redacted] Balance Due: \$ *NA* Loan Terms: *72* Months at \$ *571.04*
 Date of last loan payment made: *3-24-98* Is account past due? Yes No
021 42-2526-003605

WACHOVIA BANK
 P O BOX 105513
 ATLANTA GA 30348-5513

Do you have any other auto insurance? Yes No If yes, Policy #:

Name of Insurance Company: N/A

I swear that the information contained in the above statement is complete, true and correct under the penalty of perjury

Date April 16, 1998 Signature of Insured 

State of NORTH CAROLINA)

) SS

County of CURRITUCK)

Subscribed and sworn to in my presence this 16 day of April, 19 98

Barbara W. Newkome
Natary Public
Curruck Co., N.C. 27950

My commission expires Oct. 22, 2002

REPORT		MARSH CAUSEWAY FIRE Dept. JMC										04/14/98	
INCIDENT ADDRESS OR LOCATION		Street		City		State		Zip		Rm. of apt.		FIRE SERVICE RESPONSE	
OCCUPANT NAME		Last, First		Phone		Municipal Aid (check one)		Aircraft		Towcars		Other Vehicles	
OWNER NAME		Last, First		Phone		1 <input checked="" type="checkbox"/> Received		2 <input type="checkbox"/> Given		3 <input type="checkbox"/> Not Apply		Hazardous Materials Involved	
OWNER ADDRESS		Street		City		State		Zip		1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No			
PLEASE PUT APPROPRIATE CODE NUMBER IN BOX FOR EACH CATEGORY													
METHOD OF ALARM FROM PUBLIC		TYPE OF SITUATION FOUND			TYPE OF ACTION TAKEN			REQUIRES COMPLETION OF INJURY & FACILITY REPORT					
1 <input checked="" type="checkbox"/> Substation 2 <input type="checkbox"/> Municipal alarm system 3 <input type="checkbox"/> Private alarm system 4 <input type="checkbox"/> Radio 5 <input type="checkbox"/> Watch 6 <input type="checkbox"/> Home alarm 7 <input type="checkbox"/> Tie-line 8 <input type="checkbox"/> Voice signal fire alarm system 9 <input type="checkbox"/> Other		11 Structure fire 12 Any fire outside a structure where the material burning has a value 13 Vehicle fire 14 Train, trolley, grade fire 15 Refuse fire (material burning has no value) 16 Explosion, no after-fire 17 Outside spill, leak with fire			18 Fire/explosion not classified 20 Overpressure rupture (no combustion) 30 Release 32 EMS only 40 Hazardous condition 50 Service call 60 Good intent call 71 False malicious 73 False malfunction 74 False unintentional 80 Other situation found			1 <input type="checkbox"/> Extinguishment 2 <input type="checkbox"/> Rescue 3 <input type="checkbox"/> Investigation 4 <input type="checkbox"/> Remove hazard 5 <input type="checkbox"/> Standby 6 <input type="checkbox"/> Salvage 7 <input type="checkbox"/> Medical Aid 8 <input type="checkbox"/> Fill in, move up 9 <input type="checkbox"/> Cancelled enroute 0 <input type="checkbox"/> Water supply			No. incidents related injuries Fire Spc. <input checked="" type="checkbox"/> N/A Other <input type="checkbox"/> No. incidents related fatalities Fire Spc. <input checked="" type="checkbox"/> N/A Other <input type="checkbox"/> Is juvenile suspected in ignition? 1 <input type="checkbox"/> YES 2 <input checked="" type="checkbox"/> NO		
		1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No			Is property substituted or vacant? 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No								
Fit in this section if "TYPE OF SITUATION FOUND" is 11, 12, 13, 14, 17, 18 ONLY (14, Optional)													
Ignition Factor				Form of Heat of Ignition		Type of Fuel Used		Fixed Property Use		Equipment Involved in Ignition		Form of Material Ignited	
Part Failure				Heat from		1 Known 2 LPG 3 Electric		N/A		N/A		N/A	
51				10		1 Known 2 LPG 3 Electric		N/A		N/A		N/A	
Arrest of Fire Origin				Type of Material Ignited		PROPERTY DAMAGE CLASSIFICATIONS		Estimated Value		Estimated Structural Damage		Estimated Contents Damage	
Engine Fuel line				Flammable content, 10		1 \$1-99 2 \$100-999 3 \$1,000-9,999 4 \$10,000-24,999 5 \$25,000-49,999 6 \$50,000-149,999 7 \$150,000-499,999 8 \$500,000-999,999 9 \$1,000,000 or more 0 NO DOLLAR LOSS		5		123700		123700	
13				0		5		5		123700		123700	
CONDITION UPON ARRIVAL		MOBILE PROPERTY TYPE		If Mobile Property		If Equipment Involved in Ignition		Detector Performance		If Present Type of Cause of Loss		Power Supply	
1 Overhaul 2 Smoldering 3 Open flame 4 Out of control		1 Automobile 2 Boat 3 All-terrain vehicle 4 Motor home 5 Tractor trailer 6 Mobile home		97 Ford		F-150 pickup		1 <input type="checkbox"/> Present 2 <input type="checkbox"/> Not Present		1 <input type="checkbox"/> Smoke 2 <input type="checkbox"/> Heat		1 <input type="checkbox"/> Battery 2 <input type="checkbox"/> AC	
3		11		MC DC-9303		1PTD18W1VNC96538		N/A		N/A		N/A	
NO. OF STORIES		EXTENT OF DAMAGE		CONSTRUCTION TYPE		SPRINKLER PERFORMANCE		Fire Referred for Investigation for					
N/A		N/A		1 Fire resistive 2 Noncombustible 3 Heavy timber 4 Ordinary 5 Frame 6 Other		1 Equipment operated 2 Equipment inoperative, did not operate 3 Equipment present fire too large to operate 4 No equipment present 5 Equipment not in service		1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No					
Officer in Charge (name, position)				Member Making Report				Any Further Info:					
Lt. Nathan A. Thorn				Lt. Nathan A. Thorn				Nathan A. Thorn 429-3025					
Remarks: Vehicle fully involved. Lt. Nathan A. Thorn Loss. After talking with owner, DEPARTMENT COPY was possible leaking fuel line ignited by engine heat.													



IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

COMMON PLEAS COURT

04 JUN 16 PM 2:45

FILED
JUDITH FORTNEY
MEDINA COUNTY
CLERK OF COURTS



Plaintiffs

vs.

FORD MOTOR COMPANY
c/o CT Corporation System
1300 E. 9th Street
Cleveland, Ohio 44114

and

MULLINAX OF MAYFIELD, LLC. dba
Ed Mullinax Ford and dba Mullinax
Lincoln-Mercury, Inc.
c/o CSC-Lawyers Incorporating Service,
Statutory Agent
50 W. Broad Street
Columbus, Ohio 43215

and

JOHN DOE WARRANTY COMPANY
address unknown

Defendants

CASE NO.:

04 CIV0710

JAMES L. KIMBLER - JUDGE

COMPLAINT

TYPE: OTHER CIVIL
CSPA VIOLATIONS
BREACH OF WARRANTY
MAGNUSON-MOSS

Request for Production of Documents Attached

JURY DEMANDED

* * * * *

COUNT I

1. Defendant Ford Motor Company is a corporation authorized to do business in the State of Ohio, engaged in the business of manufacturing motor vehicles, selling and leasing motor vehicles, selling and administering motor vehicle warranties and service contracts, providing warranty service, and other consumer transactions.
2. Defendant Mullinax of Mayfield, LLC, dba Ed Mullinax Ford, is a corporation authorized to do business in the State of Ohio, with a dealership located in Amherst, Ohio, engaged in the business of selling and leasing automobiles and other consumer transactions.
3. Defendant Mullinax of Mayfield, LLC, dba Mullinax Lincoln-Mercury, Inc., is a corporation authorized to do business in the State of Ohio, with a dealership located in Brunswick, Ohio, engaged in the business of selling and leasing automobiles and other consumer transactions.
4. Defendant John Doe Warranty Company, whose identity is unknown, is a company authorized to enter into and administer service contracts on behalf of Ford Motor Company.
5. Defendants acted jointly and in conjunction with each other to commit the acts and conduct set forth herein, and Defendants are agents of each other and each is responsible for the conduct of the other.
6. Plaintiffs are consumers as defined in R.C. 1345.01(D).
7. Defendants are suppliers as defined in R.C. 1345.01(C).
8. The transaction at issue is a consumer transaction as defined in R.C. 1345.01(A).
9. As part of the transaction with Plaintiffs, Defendants sold Plaintiffs a 1997 Ford F-150

extended cab automobile, manufacturer's serial number 1FTDX17Z8V [REDACTED] ("the vehicle") on or about June 17, 2002. A copy of the buyer's order document is attached hereto as Exhibit A.

10. As part of the transaction with Plaintiffs, Defendants sold Plaintiffs a warranty and service contract for the vehicle.

11. In connection with said transactions, Defendants committed unfair, deceptive, and unconscionable acts and practices in violation of R.C. 1345.02 and R.C. 1345.03, in violation of rules promulgated pursuant to said Chapter and in violation of prior decisions available for public inspection at the office of the Ohio Attorney General. Said acts and practices include, but are not limited to, failing to honor an express warranty; misrepresentations regarding the history and origin of the vehicle; unworkmanlike repairs; violations of the Magnuson-Moss Warranty Act; entering a consumer transaction with the knowledge of the consumer's inability to receive a substantial benefit from the subject of the transaction; stalling and evading legal obligations; and other acts and practices to be proven at the trial of this matter.

12. Said acts and practices were committed knowingly.

13. As a direct and proximate result of the conduct of Defendants, Plaintiffs have suffered damage in the amount of money paid to Defendants, great aggravation and inconvenience, and other damages to be proven at the trial of this case.

COUNT II

14. Plaintiffs reallege paragraphs one through thirteen of this Complaint as if fully rewritten herein.

15. The vehicle was sold with express and implied warranties by Defendants.

16. The vehicle had defects and nonconformities that substantially impair the use and value of the vehicle to Plaintiffs.
17. The vehicle did not conform to the express and implied warranties applicable to the vehicle.
18. After a reasonable number of attempts to correct the defects and nonconformities in the vehicle, Defendants have been unable to conform the vehicle to the express and implied warranties applicable to the vehicle.
19. The vehicle is not fit for the ordinary purposes for which automobiles are used.
20. The vehicle is so riddled with defects that the warranties fail in their essential purpose.
21. Plaintiffs have no confidence in the vehicle. The value of the vehicle to Plaintiffs has been substantially impaired due to its nonconformities, which undermine Plaintiffs' faith in the integrity, reliability, and safety of the vehicle.
22. The vehicle does not conform with the warranties applicable to the vehicle, and Defendants have thereby breached their warranties to Plaintiffs.
23. As a direct and proximate result of Defendants' breach of warranty, Plaintiffs have incurred expenses and suffered damages in an amount to be proven at trial.

COUNT III

24. Plaintiffs reallege paragraphs one through twenty-three of this Complaint as if fully rewritten herein.
25. Defendants sold Plaintiffs a service contract within the meaning of 15 U.S.C. 2301.8.
26. Defendants provided written and implied warranties as part of the agreement with

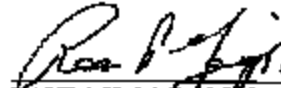
Plaintiffs.

27. Plaintiffs are consumers within the meaning of 15 U.S.C. 2301.3.
28. Defendants are suppliers within the meaning of 15 U.S.C. 2301.4.
29. Defendants are warrantors within the meaning of 15 U.S.C. 2301.5.
30. The consumer products and services supplied by Defendants were manufactured after July 4, 1975.
31. Defendants breached the express and implied warranties and service contract that were part of the agreement with Plaintiffs.
32. As a result of the above, Defendants violated the Magnuson-Moss Warranty Act, 15 U.S.C. 2301, et seq., by their failure to comply with their warranty and contract obligations.
33. Plaintiffs have incurred expenses and other damages, in an amount to be proven at trial as a result of Defendants' failure to comply with 15 U.S.C. 2301 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants jointly and severally, for compensatory damages in an amount exceeding \$25,000.00, for treble and statutory damages as provided by law; for a declaratory judgment establishing that Defendants' conduct is unfair, deceptive, and unconscionable, and for an injunction restraining and enjoining Defendants from committing further violations of Ohio's Consumer Sales Practices Act; for attorney fees and the costs of this action; and for such other relief as may be reasonable and proper.

Respectfully Submitted,

YOUNG & McDOWALL



LAURA K. McDOWALL (#0038072)

ROCCO P. YEARGIN (#0066316)

Attorneys for Plaintiffs

507 Canton Road / P.O. Box 6210

Akron, Ohio 44312

(330) 784-8800

JURY DEMAND

Plaintiffs hereby demand a trial by jury in this matter on all issues except the following issues, which are reserved for determination by the Court: declaratory judgment and injunction against Defendants to prevent future unfair, deceptive, and unconscionable conduct in violation of the Ohio Consumer Sales Practices Act, treble damages, and determination of reasonable attorney fees and costs, in the event that Plaintiffs prevail at the trial on the merits.

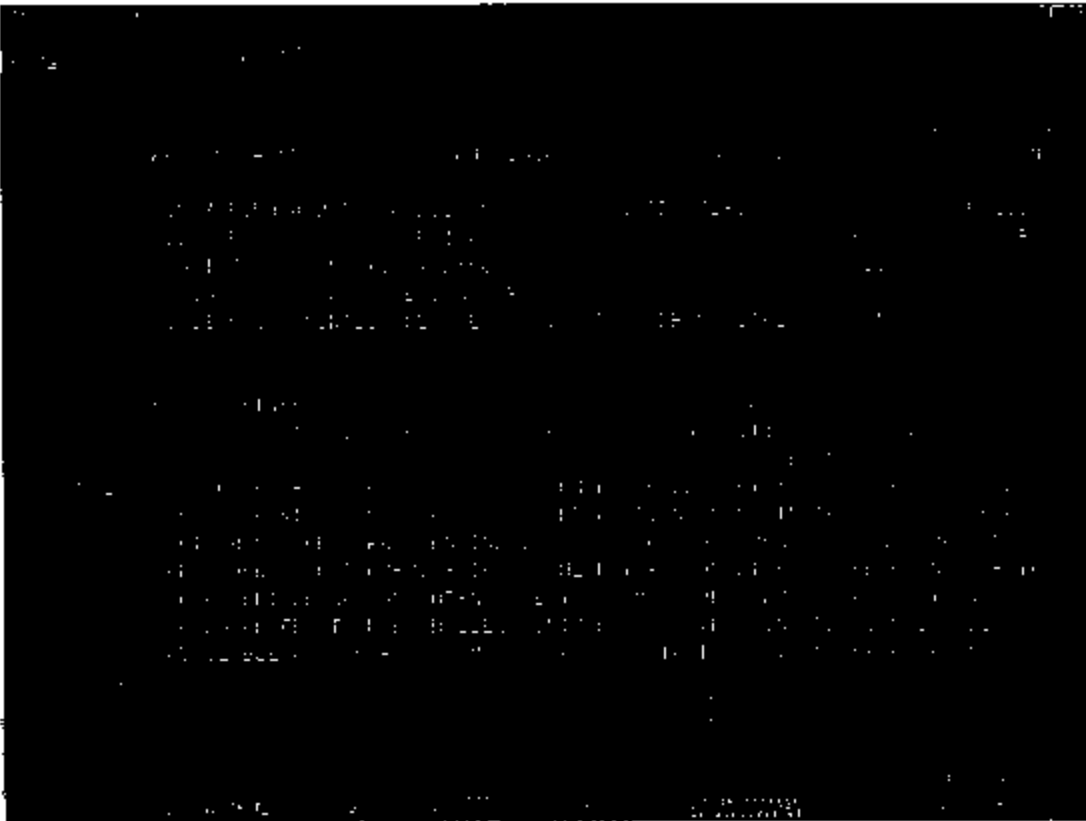


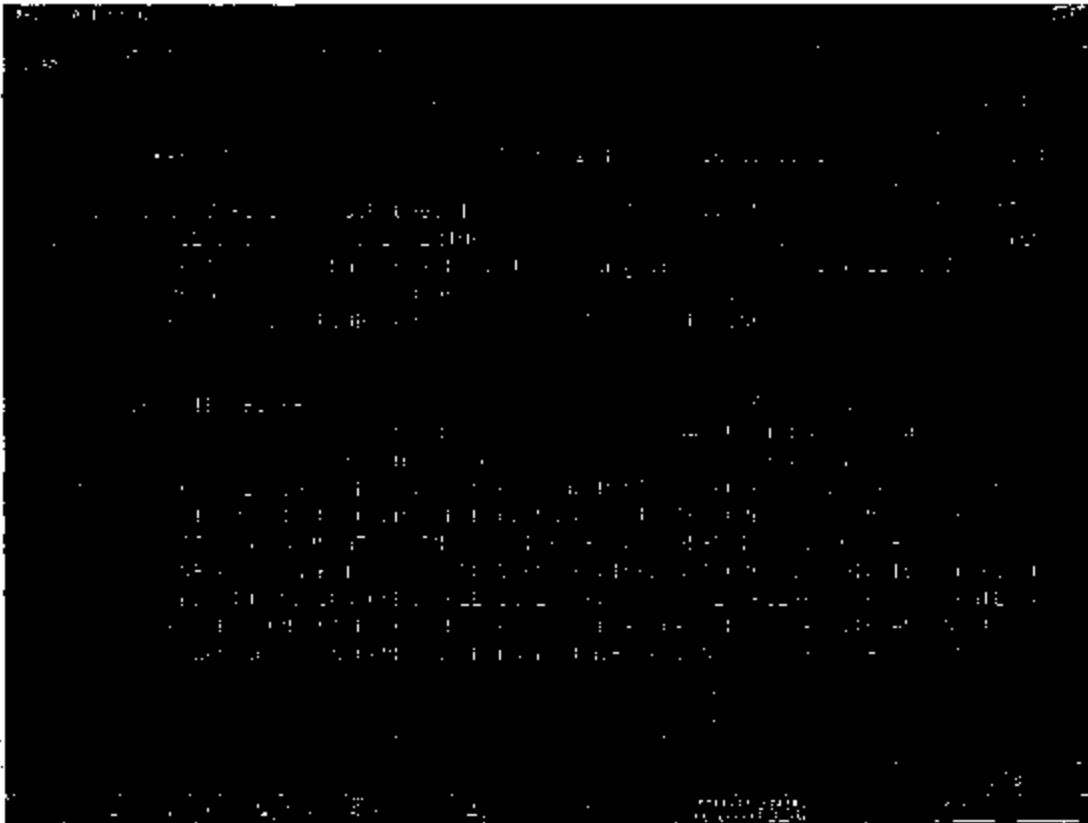
LAURA McDOWALL (#0038072)

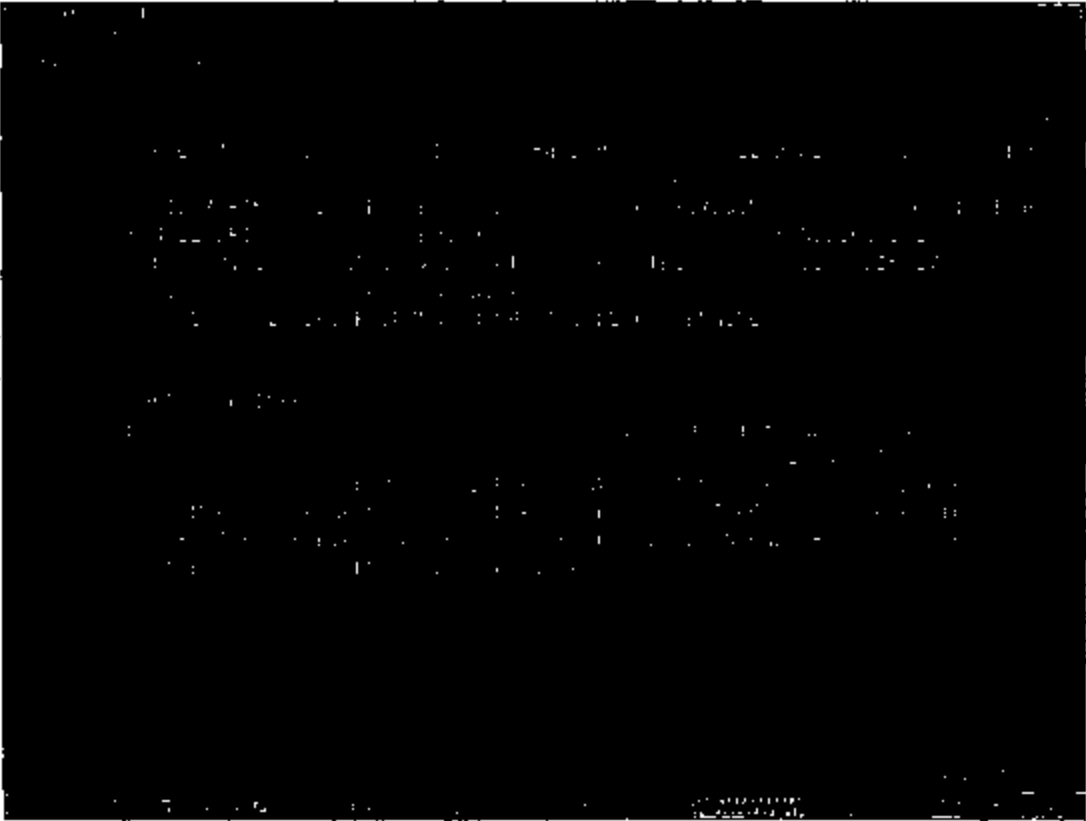
ROCCO P. YEARGIN (#0066316)

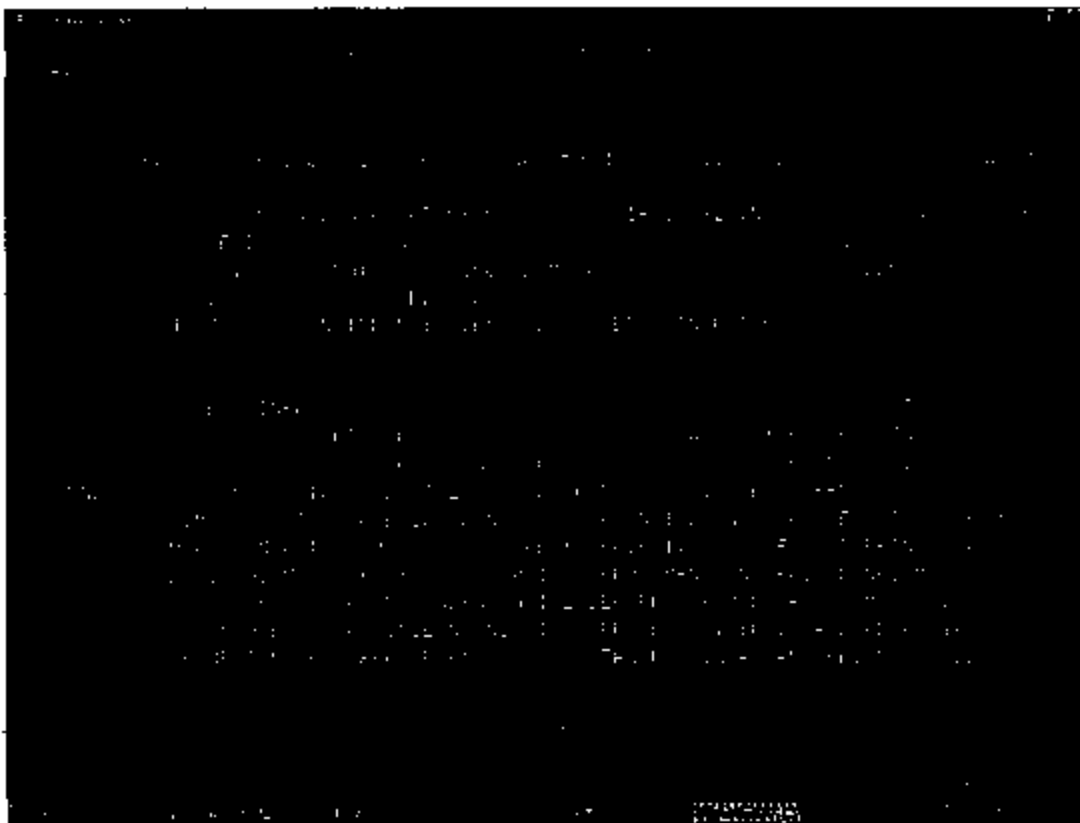
Attorneys for Plaintiffs





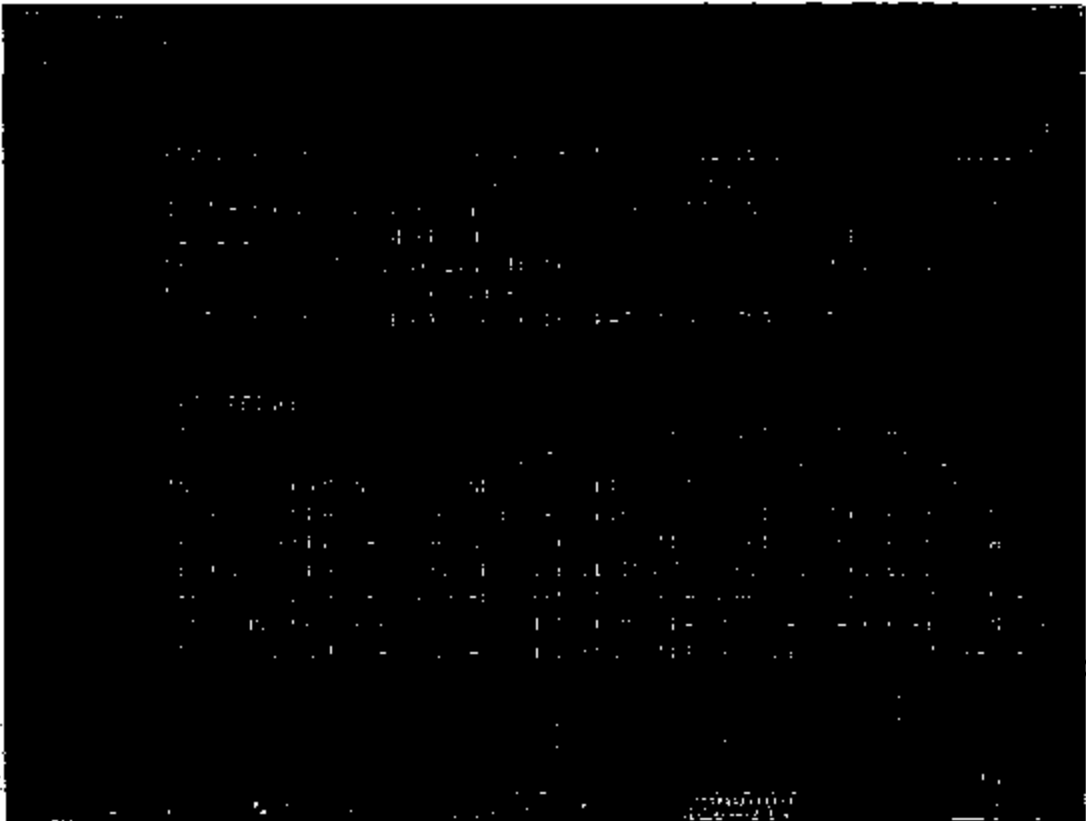


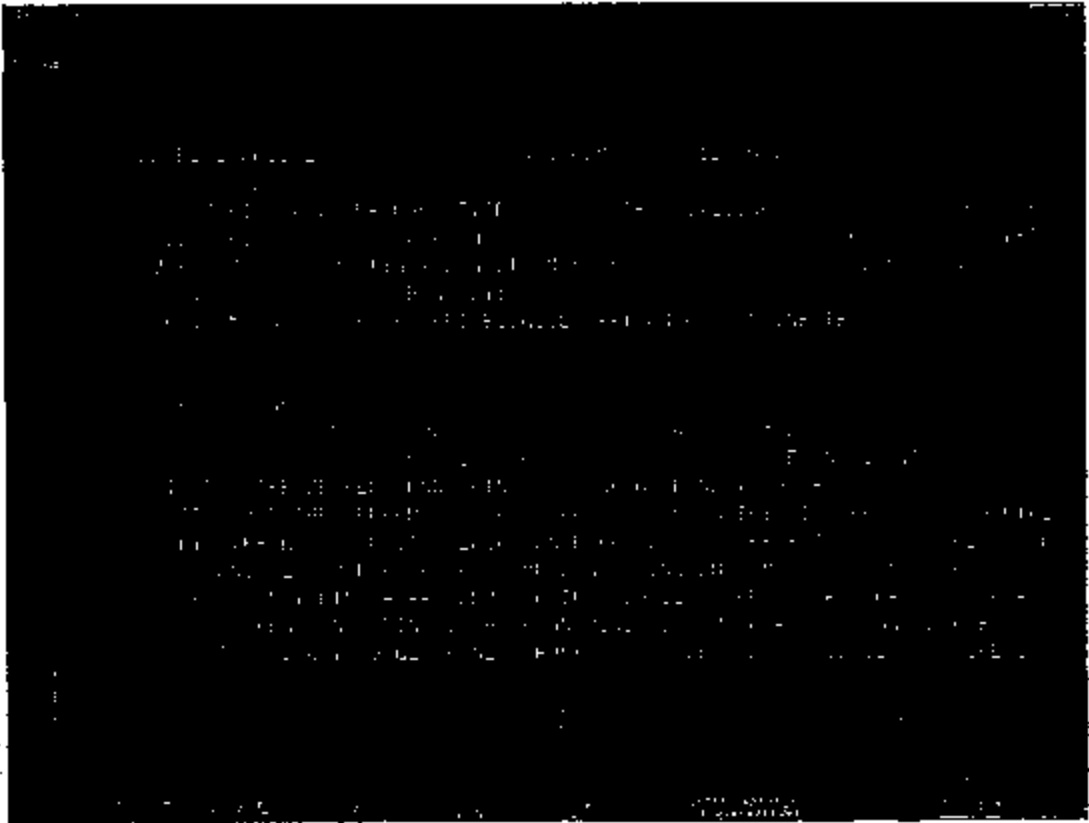


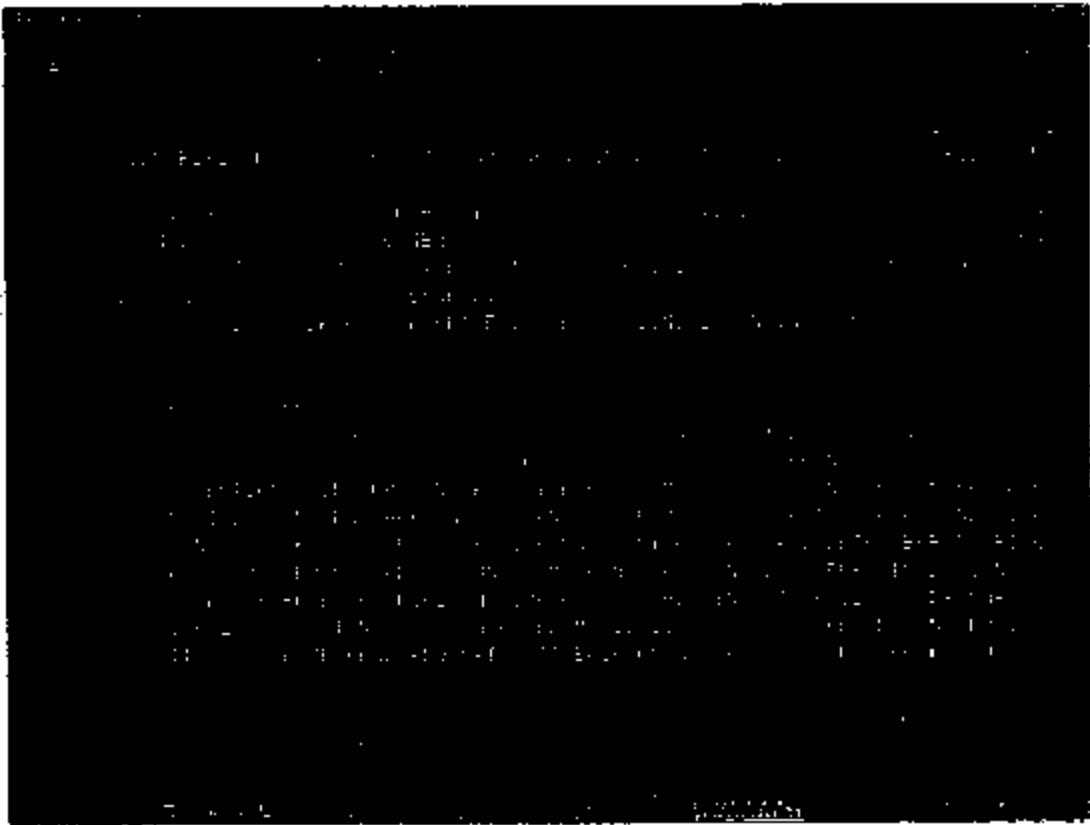




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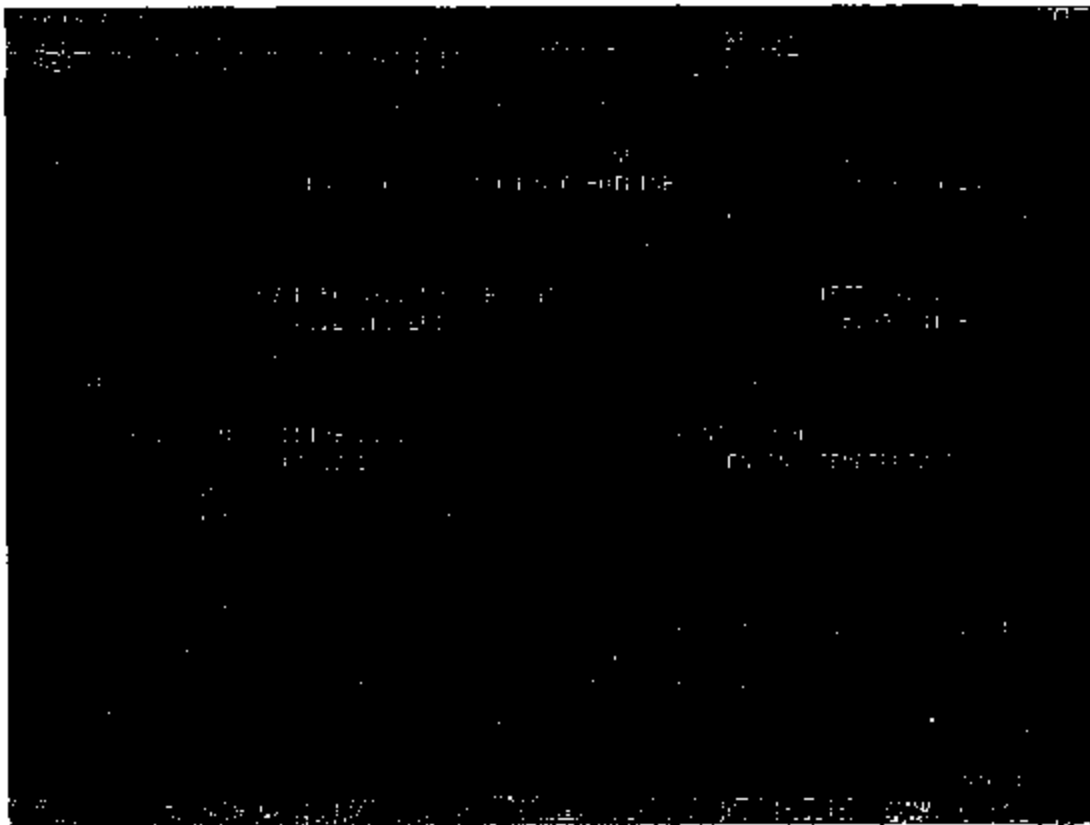


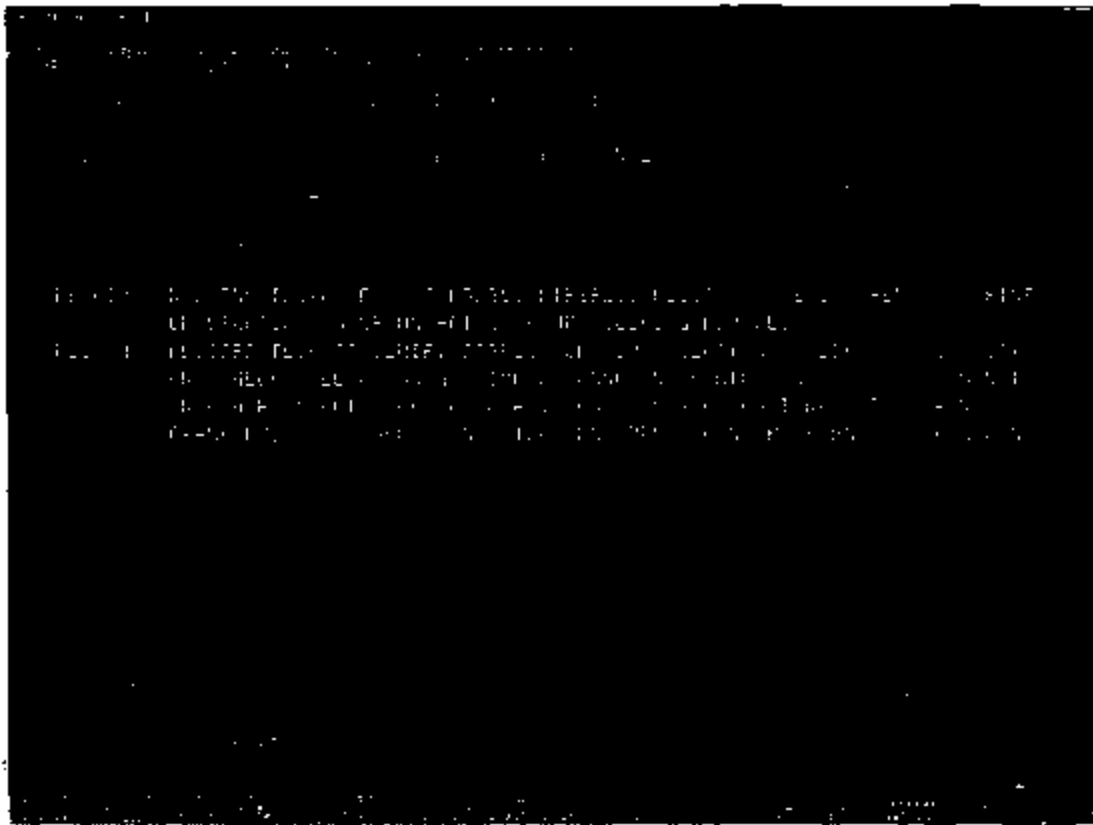


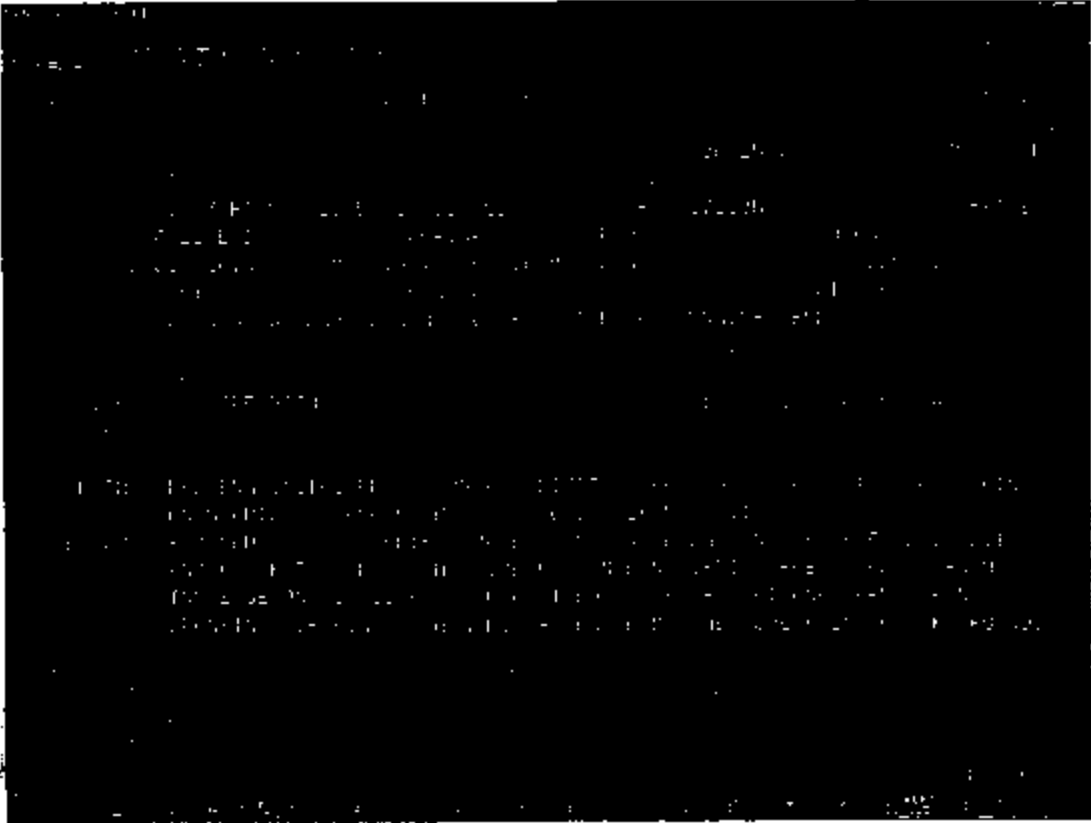


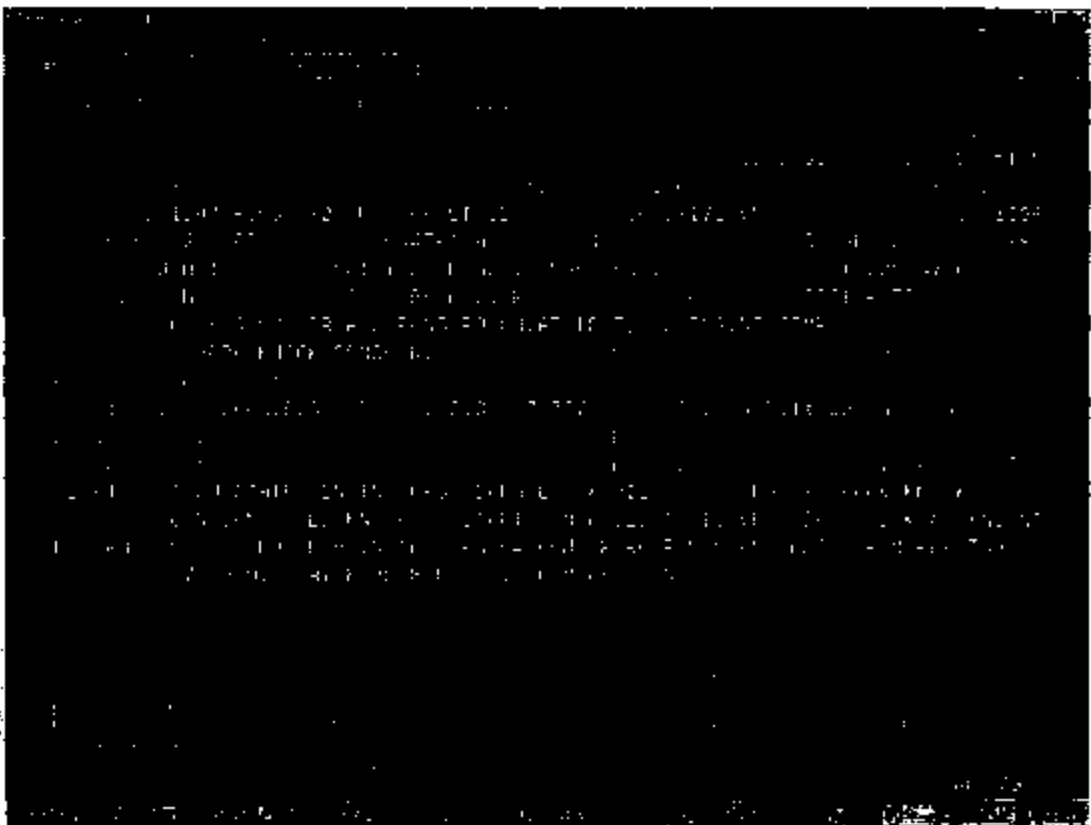


The notes

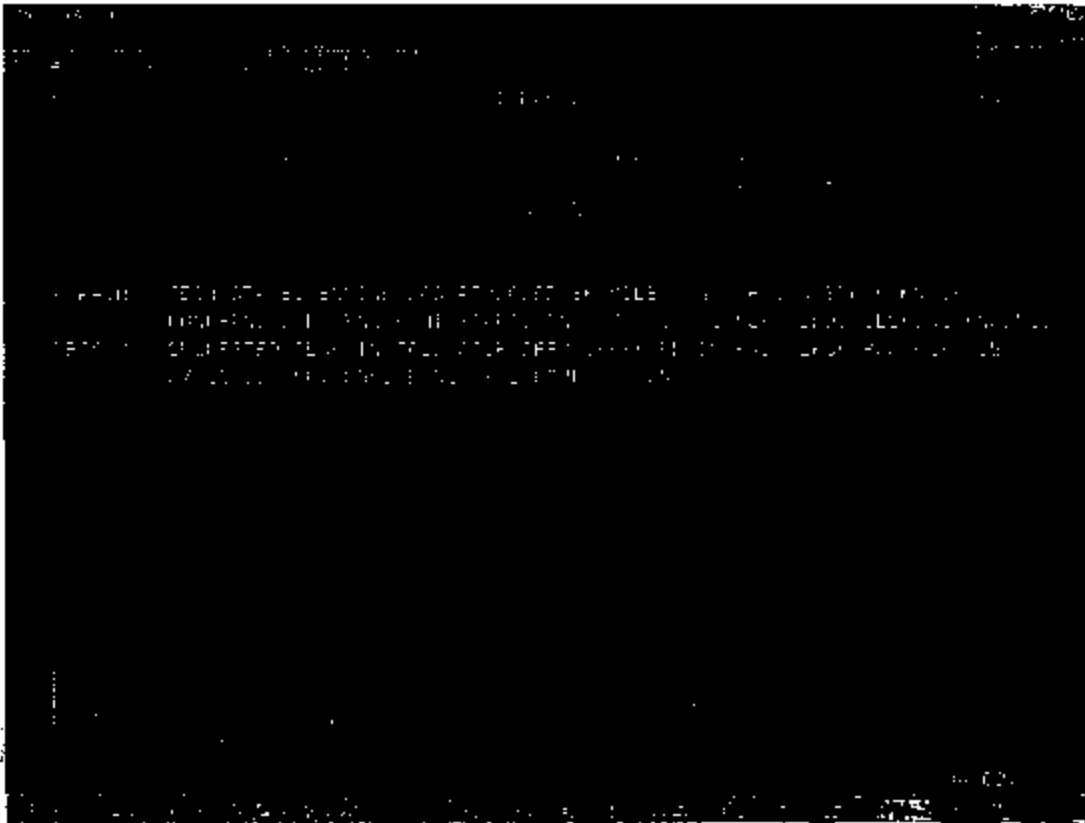












ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
12/4/2003 CLOSED	[REDACTED] LEGAL - ACCIDENT/LITIG	1FTDX1728V [REDACTED] 8201833	997 F-SERIES	07
11/10/2003 CANCEL	[REDACTED] PRODCOMP DURPERF - MULTIPLE REPAIR	1FTDX1728V [REDACTED] 8201833	1997 F-SERIES	04
8/17/2003 CLOSED	[REDACTED] RECALL/CRP - VEHICLE INVOLVEMENT	1FTDX1728V [REDACTED] 8201833	1997 F-SERIES	03
8/11/2003 CLOSED	[REDACTED] WARRANTY - COVERAGE INQUIRY	1FTDX1728V [REDACTED] 8201833	997 F-SERIES	02

CERTIFIED LETTER #

Action: DENY ASSISTANCE - REFER TO INSURANCE CARRIER
Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 83000 MI Comm Type: MAIL
Analyst Name: DAVIS,RUTH Analyst: RDAVIS86
Action Date: 12/04/2003 Action Time: 11.14.41.632 Action Date: No

Comments: DENY ASSISTANCE - SENT INSURANCE LETTER

All Action Details for Issues

Print

VIN: 1FTDX1728VN [REDACTED] Year: 1997 Model: F-SERIES Case: 8201633
Name: [REDACTED] Owner Status: Subsequent WSD: 1006-03-28
Symptom Desc: NOISE ENGINE (UPPER) INJECTOR Primary Phone: [REDACTED]
Reason Desc: PRODCOMP DUR/PERF - MULTIPLE REPAIR Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CANCEL

Action: ADVISE CUSTOMER OF DEALER'S RESPONSE
Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: US CONCERN CASE BASE
Odometer: 81000 MI Comrn Type: PHONE
Analyst Name: THOMPSON ALTHEA Analyst: ATHOMP90
Action Date: 11/03/2003 Action Time: 12.17.03.091 Action Data: No

Comments CUSTOMER SAID: - ENGINE FAILURE CONCERN - VEH HAS BEEN TO DLRSHP 3 TIMES FOR THE SAME CONCERN - VEH HAS NOT BEEN INSPECTED AT DLRSHP - PLANS ON GOING TO MULLINAXFORD TO HAVE IT REPAIRED - SEEKING REPAIRCRC ADVISED: WE SPOKE TO THE SERVICE DEPARTMENT AND HAVE CONFIRMED THAT YOUR VEHICLE HAS NOW BEEN TO THE DEALERSHIP MULTIPLE TIMES - WE HAVE DOCUMENTED YOUR CONCERN AND WILL SEND A COPY TO YOUR DEALERSHIP REQUESTING FURTHER TECHNICAL ASSISTANCE - YOUR CRMSERV MGR WILL CONTACT YOU AS SOON AS THEY HAVE MORE INFORMATION *****OBC TO DLRSHP***** - SPOKE WITH S/M PAUL SAID THAT CONCERN DOES QUALIFY AS A MULTIPLE REPAIR WITH THE SAME SYMPTOMS

Action: CANCEL ISSUE
Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: FIELD ORGANIZATION
Odometer: 81000 MI Comrn Type: OTHER
Analyst Name: QZBOLT, THOMAS (T.W.) Analyst: TQZBOLT
Action Date: 11/10/2003 Action Time: 18.48.25.929 Action Data: No

Comments VEHICLE IS OUT OF WARRANTY.

AE Action Details for Issue

Print

VIN: 1FTDX1729V [REDACTED] Year: 1997 Model: F-SERIES Case: 8201633
 Name: [REDACTED] Owner Status: Subsequent W90: 1998-03-28
 Symptom Desc: BACKFIRES ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: US CONCERN CASE BASE
 Odometer: 85000 MI Comm Type: PHONE
 Analyst Name: BROOKS FAITHLYN Analyst: FBROOKSS
 Action Date: 12/04/2003 Action Time: 09:31:22.439 Action Data: Yes

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	SPOUSE

Comments CUSTOMER SAID: VEH KEPT GOING INTO DRLSHP FOR ELECTRICAL PROBLEMS. VEH CAUGHT FIRE OVER THE WEEKEND. DATE OF FIRE 11/30/2003. FIRE ORIGINATED FROM PASSENGER SIDE, UNDER THE DASH. VEH IS CURRENTLY WITH INSURANCE COMPANY. FIRE REPORT WAS FILED BY FIRE CHIEF IN NEW LONDON, OHIO. THEIR FINDINGS ARE SAID TO ELECTRICAL DID FILE A CLAIM WITH INSURANCE COMPANY, WHO'S FINDING IS ALSO ELECTRICAL AND VEH IS TOTALED. INSURANCE COMPANY WILL ONLY PAY WHAT VEH IS WORTH. VEH WAS RUNNING WHEN FIRE STARTED. STATES HE WAS DRIVING WITH WIFE. WIFE PRETTY IS PRETTY SHAKING UP. STATES THE HOOD WAS MELTED RIGHT OFF TRUCK. STATES HE HAVE PICTURES OF THE TRUCK. ALLEGING THAT FIRE IS CAUSED BY A DEFECT OR A DRLSHP PROBLEM, BECAUSE VEH HAS BEEN TO DRLSHP MULTIPLE TIMES AND DRLSHP KEEPS RE-SETTING COMPUTER. VEH WAS BACK-FIRING IN THE INJECTION WHILE DRIVING AND IT DOESNT MATTER WHAT ENGINE TEMPERATURE. NOTICED CONCERN BACK IN JUNE AND A NEW MOTOR WAS PUT BY FORD AND EVER SINCE VEH KEPT GOING BACK. VEH WAS LAST AT DRLSHP 2 WEEKS BEFORE FIRE AND COMPUTER WAS RE-SET AND SOMETHING WAS DONE WITH FUEL INJECTION. FRIDAY BEFORE THE FIRE, HE SMELL WIRES BURNING. TOOK VEH TO DRLSHP WHO STATES THEY DIDNT FIND A PROBLEM, SO CUST SHOULD TAKE VEH AND DRIVE IT FOR THE WEEKEND AND BRUNG IT BACK ON MONDAY. HOWEVER VEH CALGHT FIRE OVER THE WEEKEND. HIGHWAY PATROL STATES THIS IS THE 3RD FORD LIKE THIS HE HAD TO WRITE REPORT ON LIKE. WOULD LIKE FOR FORD OR DRLSHP TO COMPENSATE HIM. DEALER SAID: MULLINAX LINCOLN - MERCURY, INC STATES THEY DIDNT FIND A PROBLEM, SO CUST SHOULD TAKE VEH AND DRIVE IT FOR THE WEEKEND AND BRING IT BACK ON MONDAY. SIM (CHRIS BOSTON) STATES THAT'S ONE WAY TO GET A NEW TRUCK, GUESS WE DONT HAVE VEH ANYMORE. CRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name	Data Value
FIRE/ACCIDENT	F

Action: SEND ACKNOWLEDGEMENT LETTER TO CUSTOMER
 Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 85000 MI Comm Type: MAIL
 Analyst Name: DAVIS, RUTH Analyst: RDAV886
 Action Date: 12/04/2003 Action Time: 11:13:44.607 Action Data: Yes

Comments SENT LETTER TO CUSTOMER - INCLUDED DECISION - INSURANCE ISSUE

Data Element Name	Data Value
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All Action Details for Issue

Print

VIN: 1FTDX1728V7 [REDACTED] Year: 1997 Model: F-SERIES Case: 8201633
 Name: [REDACTED] Owner Status: Subsequent WSD: 1998-03-28
 Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [REDACTED]
 Reason Desc: RECALL/COMP - VEHICLE INVOLVEMENT Secondary Phone: [REDACTED]
 Issue Type: 03 CONCERN Issue Status: CLOSED

Action: ADVISE CUST OF FSA/CSP; DOCUMENT CAMPAIGN NUMBER
 Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: US INQUIRY CASE BASE
 Odometer: 1 MI Comm Type: PHONE
 Analyst Name: WILLIAM ANTHONY Analyst: WANTHONY
 Action Date: 06/17/2003 Action Time: 14.28.55.032 Action Date: Yes

Comments CUSTOMER SAYS: -RECALL PER CUSTOMER, DEALER SAYS: -NONE CAC ADVISED: - PLEASE ADVISE
 CUSTOMER OF THE INFORMATION FOUND IN THE TMC CUSTOMER LETTER OR THE SEARCH ENGINE Q&A. -
 PLEASE DOCUMENT ANY INFORMATION PROVIDED TO CUSTOMER. - IF IN THE FUTURE YOU WISH TO CHECK
 AND SEE IF YOUR VEHICLE HAS ANY OPEN SAFETY OR EMISSIONS RECALLS PRESENT AND WOULD PREFER TO
 USE AN ELECTRONIC MEDIUM, THIS INFORMATION IS ALSO AVAILABLE AT WWW.FORD.COM, CLICK ON
 CONTACT US, THEN ASK KATE AND CHOOSE RECALLS AS THE TOPIC. REFERENCE CASE ID: 1039

<u>Data Element Name</u>	<u>Data Value</u>
FSA/CSP CAMPAIGN NUMBER	03S02

Action: FORD COVERED REPAIR MADE - RECALL
 Dealer: 10703 MULLINAX LINCOLN-MERCURY INC Origin Desc: DEALER
 Odometer: 1 MI Comm Type: VISIT
 Analyst Name: PAUL WIDENMEYER Analyst: P-WIDENM
 Action Date: 06/17/2003 Action Time: 18.26.13.154 Action Date: No

Comments RECALL 03S02 WAS PERFORM AND JUST NEEDED INSPECTED. PW

AB Action Details for Issue

Print

VIN: 1FTDX1728Y [REDACTED] Year: 1997 Model: F-SERIES Case: 8201633
Name: [REDACTED] Owner Status: Subsequent WRD: 1999-03-28
Symptom Desc: RUNS ROUGH AT IDLE HOT ENGINE Primary Phone: [REDACTED]
Reason Desc: WARRANTY - COVERAGE INQUIRY Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER
Dealer: 10705 MULLINAX LINCOLN-MERCURY INC Origin Desc: MANUAL - PHONE CSR
Odometer: 1 MI Comm Type: PHONE
Analyst Name: WILLIAM ANTHONY Analyst: WANTHONY
Action Date: 06/11/2003 Action Time: 14:28:55.754 Action Date: No

Comments: CUSTOMER SAYS: PER CUSTOMER, DEALER SAYS: CAC ADVISED: (NOTE TO CSR - THIS MAC IS USED WHEN FOLLOWING UP WITH CUSTOMER. THIS MAC SHOULD BE USED TO DOCUMENT A CONTACT WITH THE CUSTOMER TO GIVE OR GET INFORMATION BUT NOT TO DOCUMENT A FINAL OUTCOME. IF THIS IS THE FINAL CALL TO THE CUSTOMER, PLEASE ENSURE THAT THE CASEBASE HAS GENERATED A RESOLUTION WHICH DOES NOT REQUEST FURTHER FOLLOW UP WITH ANYONE.) -OBC CUST- INFORMED OF DLRSHP CONVERSATION -***-OBC DLRSHP- SM-PAUL-DLRSHP NEEDS TO INSPECT VEH 1ST BEFORE CALLING ESP-IF ESP DECLINES REPAIR CUST RESPONSABLE FOR TEARDOWN AND RENTAL -IF CUST NEEDS LOANER CALL SERVICE ADVISOR

The
Law Offices
Of

**Young &
McDowall**

Dana A. Young
Laura K. McDowall
Rocco P. Yeargin

September 8, 2004

Mary Arens Hale, Esq.
Baker & Hostetler LLP
65 East State Street, Suite 2100
Columbus, Ohio 43215-4260

Robert A. Poklar, Esq.
Heather Ross, Esq.
Tina Rhodes, Esq.
Robert A. Poklar & Associates, LLP
10100 Brecksville Road
Brecksville, Ohio 44141

RE: *Robata et al. v. Ford Motor Company et al.*

Dear Counselors:

This letter sets forth the Plaintiff's proposal for resolution of this litigation.

In our view, a fair and reasonable resolution of this case requires payment by the Defendants to [redacted] and their counsel in the sum of \$58,000.00. A settlement entry would be filed dismissing all claims against all parties. Plaintiffs would sign a simple release, which I will draft, and which will not include confidentiality, indemnity, or any other terms other than as expressly set forth in this letter. Defendants would pay all court costs. This demand resolves all of Plaintiffs' claims in this matter, including breach of warranty, CSFA, Magnuson-Moss, and attorney fees, against all Defendants.

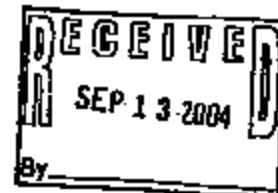
This offer of resolution is good until Thursday, October 8, 2004. After that time, additional fees and costs incurred in preparing their case, which constitute additional damages to [redacted] will require that our settlement demand be increased. If you wish to discuss resolution, but not during that time period, please contact me for an updated demand.

Sincerely,

YOUNG & McDOWALL


ROCCO P. YEARGIN
Attorney at Law

RPY/amr



507 Canton Road • P.O. Box 621B • Akron, Ohio 44312
(330) 784-8800 • FAX (330) 784-8880

EA05-085-LC-9523

*\$5000.00 owed
\$9521.36*



5255 Commerce Parkway West • Parma • OH • 44130
Phone: (440)887-0645 • Fax: (216)398-7202

January 8, 2004

Progressive Insurance Company
190 Montrose West Avenue
Suite 150
Copley, Ohio 44321

ATT: Mr. Anthony Lalli

RE:	SUBJECT:	Vehicle Fire Investigation
	INSURED:	[REDACTED]
	LOSS DATE:	November 30, 2003
	CLAIM NO:	[REDACTED]
	OUR FILE NO:	OR710

Dear Mr. Lalli:

On December 12, 2003, your office requested that I investigate a vehicle fire involving a 1997 Ford F-150 Pickup Truck that caught fire on the above captioned Loss Date.

At the time of assignment, I was advised that a wiring harness had been installed in this vehicle, and I was also advised that the engine in the subject vehicle had been replaced.

I conducted an examination of the vehicle at Auto Disposal Systems in Columbia Station, Ohio on December 17, 2003.

Upon arrival at the salvage yard, I attempted to identify the vehicle by VIN, but the VIN tag had been totally destroyed. However, I positively identified the vehicle by Stock No. 2363671 and paperwork held by Auto Disposal Systems.

Examination of the exterior of the vehicle found that all combustible components at the front of the vehicle had been totally destroyed. Both front tires had suffered extensive damage and the hood had burned away from its original mounting position. Moving rearward, damage to the exterior body panels began to decrease, and I found that both rear tires were undamaged and fully inflated.

As previously indicated, when the assignment was received, it was indicated that a wiring harness had been replaced in the subject vehicle prior to the fire.

In reviewing the work orders on the vehicle, the wiring harness that was replaced was under the vehicle, and I found absolutely no evidence to indicate that this fire originated under the vehicle and burned upward.

Another of the work orders indicated that in June of 2003, the engine of the subject vehicle was replaced with a re-manufactured engine assembly.

In November of 2003, additional work was done on this vehicle by Mullmax Lincoln-Mercury, which included removal of carbon from the engine and replacement of sparkplugs.

Replacement of the original engine in the subject vehicle with a re-manufactured engine assembly would require removal and replacement of the fuel rail and fuel lines. If an O-ring was split during installation, or if the fuel rail was not properly routed, a fuel system leak could occur.

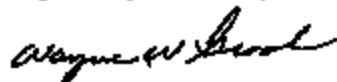
Based on all available evidence, this fire was the result of a fuel system leak, which allowed liquid fuel to infiltrate the engine compartment where the vapors were ignited by a spark from the operating engine.

As previously indicated in this report, I did not remove any evidence from the vehicle in anticipation of a third party examination.

If you wish me to remove the evidence at some time in the future to complete my examination of the fuel rail, please advise and I will proceed accordingly at that time.

If you have any questions regarding the investigation or this report, please feel free to call upon me at any time.

Respectfully Submitted,



Wayne W. Grosh, CFI
Sr. Fire Investigator
Licensed Investigator
Ohio License 6868

WWG/sk

I began an examination of the fuel rail, and after moving several pieces of melted metal, I was able to see almost all of the fuel rail.

Fuel lines at the left rear of the engine were still attached to the fuel rail, but I found that the flexible crossover between the left side and the right side fuel rail had been totally destroyed.

As previously indicated, the valve covers on both the left and right sides had been almost totally destroyed, which would be consistent with a fuel system leak originating on top of the engine.

The heavy destruction of the intake manifold would also be considered consistent with a fuel system leak, resulting in the gasoline vapors being ignited by a spark from the operating engine.

I did not remove the fuel rail to examine the O-rings on the injectors, although I did note that the first injector on the right side fuel rail had suffered slightly more damage than any of the other injectors.

After completing my examination of the subject vehicle, it was my opinion that the fire was the result of a fuel system leak, and that the leak originated at either an injector, as a result of a failed O-ring, or at the flexible crossover between the left side fuel rail and the right side fuel rail.

To eliminate one of the two possible causes for this fire would necessitate removing the fuel rail so that the O-rings on the injectors can be examined. To avoid the issue of spoliation of evidence, I did not remove the fuel rail from the subject vehicle.

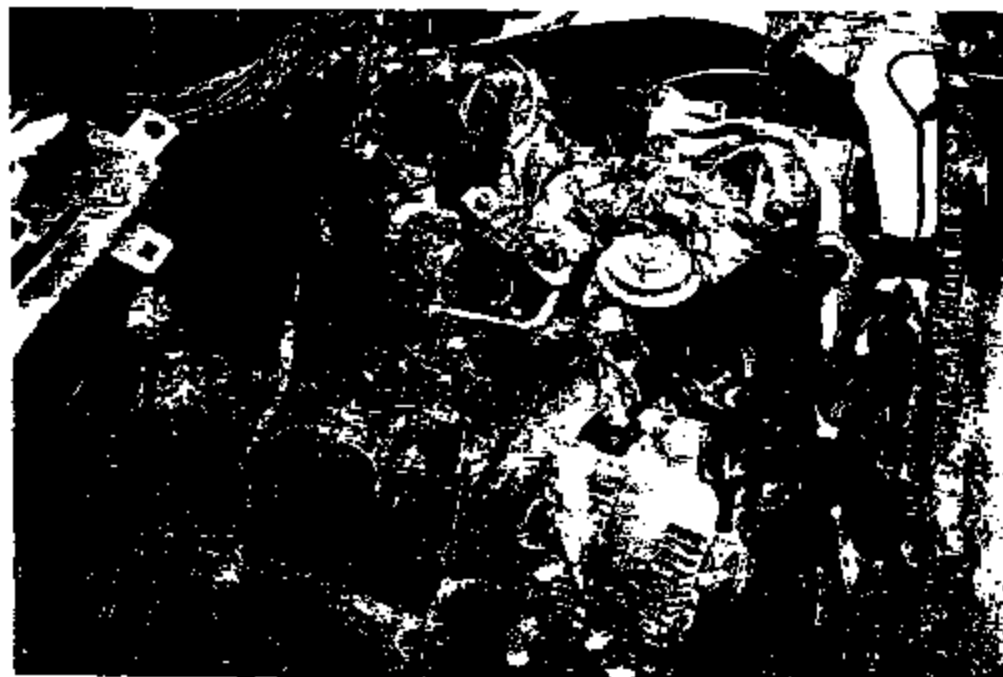
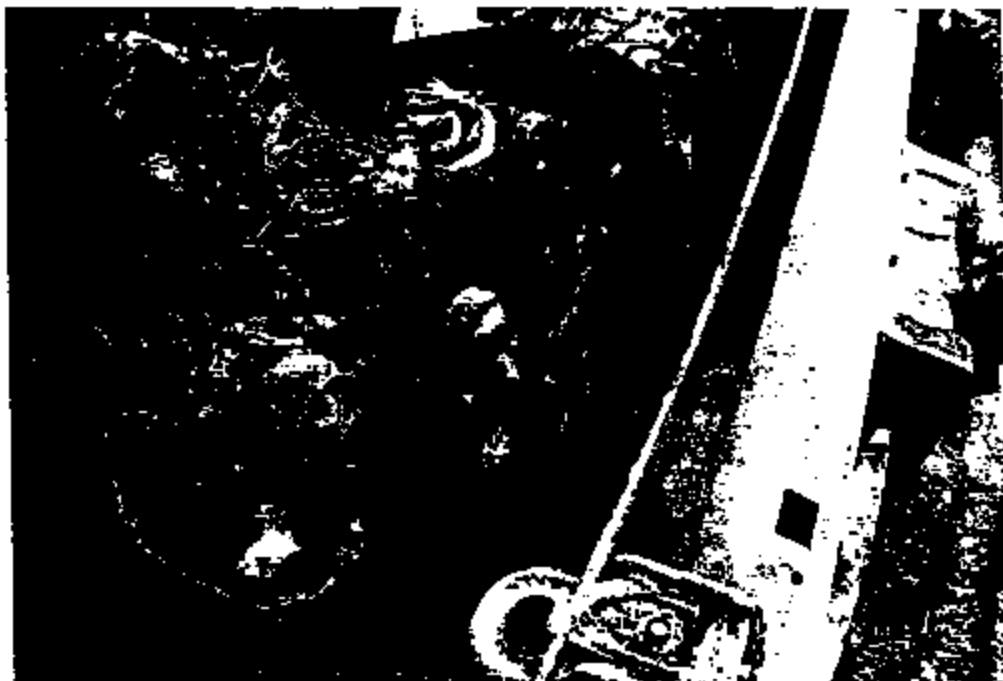


FIGURE #20

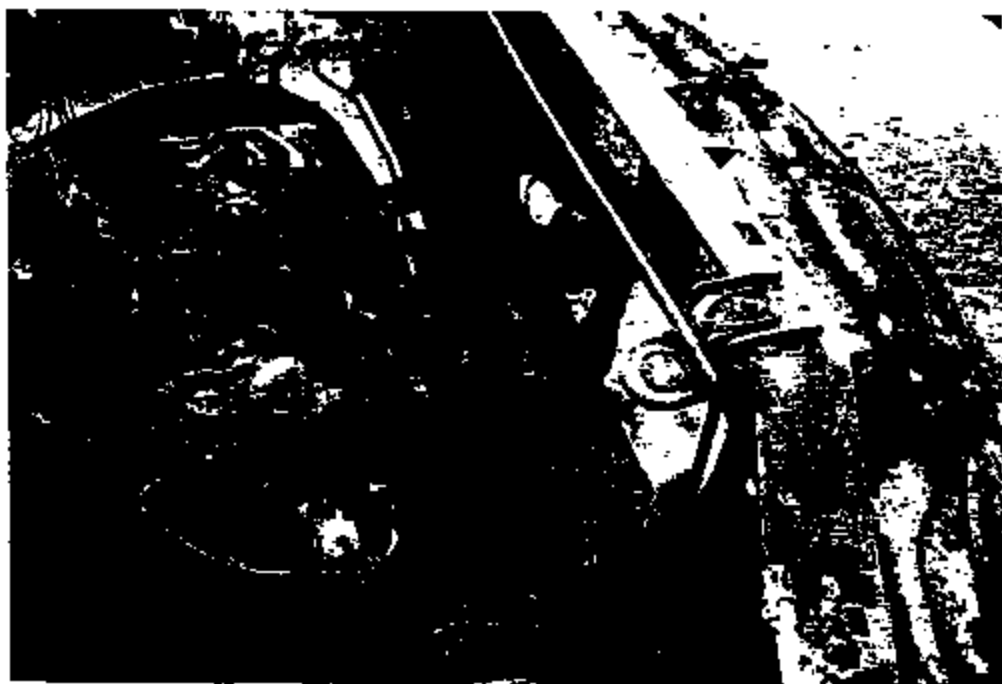
This is a view of the fuel rail on the right side of the engine. As shown, the valve cover had been almost totally destroyed, and the intake manifold was heavily damaged with the heaviest damage close to the forward section of the manifold.

FIGURE #17



This is a view looking from the right front quadrant of the engine compartment toward the left rear quadrant. The radiator hose had been destroyed close to the radiator, but the remaining portion of the hose indicated that the damage was the result of heat rolover from the hood.

FIGURE #18



This is a view looking across the engine from right to left. The alternator suffered heavy damage on the back side of the housing, and examination of the hotwire from the battery found no evidence of a failure that could have caused a fire.

Examination of the engine compartment found extensive damage to all components, and it was noted that the valve covers on both the right side and the left side of the engine had been partially destroyed, along with the soft metal intake manifold.

The radiator and condenser had been almost totally destroyed, which was noted to be consistent with the total destruction of all combustibles on the front exterior of the vehicle.

I found one radiator hose still in place at the front of the vehicle, but the section of the hose closest to the radiator was totally destroyed. The remaining portion of the hose demonstrated evidence that the damage was the result of heat rollover from the hood prior to the failure of the hood.

The battery had been totally destroyed, but the cables were examined, and I found absolutely no evidence to indicate that this fire was the result of some type of failure in the battery cables.

The hotwire running from the battery to the alternator was checked, and although it had burned clean of insulation, the copper conductor was still intact with no signs of failure.

Examination of the alternator found that the heaviest damage was on the back side of the housing, which indicated heat movement from the rear of the engine compartment forward.

All physical evidence observed in the engine compartment area indicated that the fire originated on top of the engine in the area of the fuel rail and intake manifold.



FIGURE #14

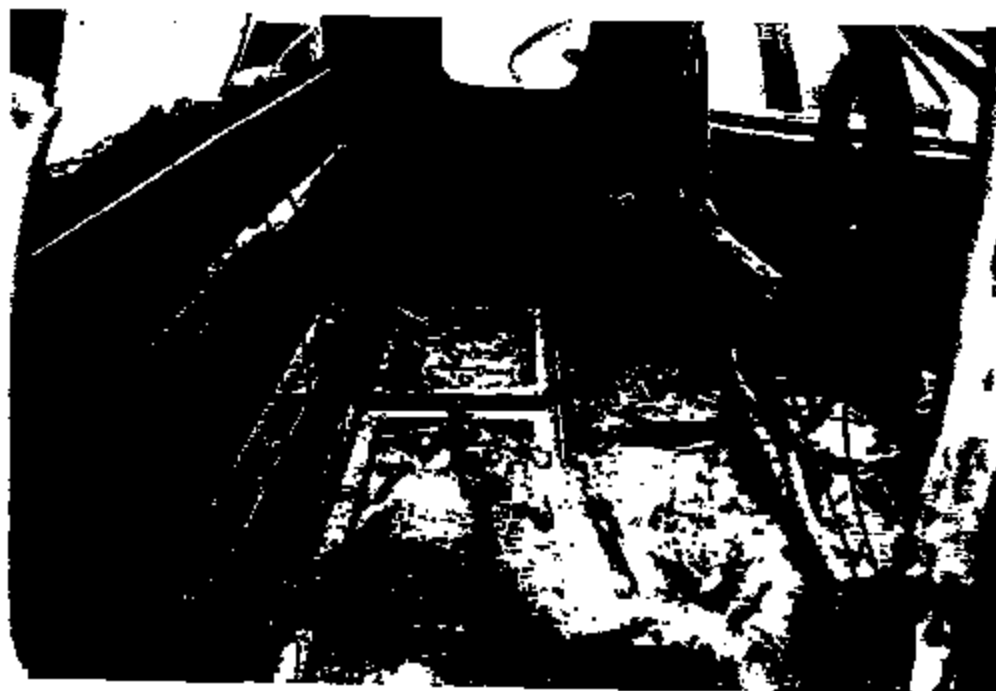
This is a view looking across the rear section of the engine compartment from right to left. As shown, only a small section of the hood remained with the vehicle.

FIGURE #12



This is a view of the left side of the cab as seen from the right side of the vehicle. Oxidation on the left side extended only to the rear lip of the door. Oxidation on the right side was heavier due to the breaches in the bulkhead on the right side.

FIGURE #13



This is a view looking across the rear seat area from right to left. As shown, oxidation behind the seats was minimal, which was the result of the seats partially protecting the rear seat area until well into the fire. This would indicate heat movement from the front of the cab to the rear.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF ALPENA



Case No. 98-2752-NP

Plaintiff,

v

FORD MOTOR COMPANY

Defendant.

JAMES E. O'NEILL, III (P42090)
Attorney for Plaintiff
P.O. Box 1965
Saginaw, MI 48605-1966

COMPLAINT

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

NOW COMES the above-named Plaintiff, by and through its attorneys, O'NEILL, WALLACE & DOYLE, P.C., and hereby files this, its complaint, alleging as follows:

COMMON ALLEGATIONS

1.

That the Plaintiff, Farmers Insurance Exchange, is a corporation licensed to do business within the State of Michigan, including, but not limited to, the County of Alpena.

2.

That Defendant Ford Motor Company is a corporation licensed to do business within the State of Michigan, including, but not limited to, the County of Genesee.

3.

That the vehicle at issue in this case was purchased and/or leased in the County of Alpena, State of Michigan.

4.

That the Plaintiff's subrogors, [REDACTED] upon information and belief, reside in the County of Alpena, State of Michigan.

5.

That the amount in controversy exceeds \$25,000.00 and this matter is otherwise within the proper jurisdiction of this court.

6.

That in November, 1996, the Plaintiff's subrogor purchased and/or leased a 1997 Ford F-150 pick-up truck bearing vehicle identification number 1FTDX18W7VM [REDACTED]

7.

That on January 16, 1997 the above-referenced vehicle was completely destroyed by fire.

8.

That the above-referenced fire started in the engine compartment of the vehicle due to the ignition of fuel from a leak in the vehicle's fuel system.

9.

That upon information and belief, neither the Plaintiff's subrogor nor any other person serviced or otherwise disturbed the fuel system of the above-referenced vehicle at any time between the date of its purchase and the date of the fire in question.

10.

That pursuant to a contract of insurance in effect at the time between the Plaintiff and its subrogor, the Plaintiff paid to or on behalf of its subrogor the sum of \$29,200.50 and thereby became subrogated against the Defendant in that amount.

COUNT I -- NEGLIGENCE/PRODUCT LIABILITY

11.

The Plaintiff hereby adopts and incorporates by reference, word for word, paragraphs 1 through 10 of the Common Allegations as set forth above and as if fully set forth herein their entirety.

12.

That the Defendant had a duty to properly design and/or manufacture, and/or install the fuel system components of the subject vehicle so as to prevent the occurrence of fuel leaks which can foreseeably result in vehicle fires.

13.

That the Defendant breached the above-referenced duty and/or other applicable duties through its failure to properly design and/or manufacture and/or assemble the fuel system components of the subject vehicle and the Defendant was therefore negligent.

14.

That as a direct and proximate result of the negligence of the Defendant, the vehicle owned by the Plaintiff's subrogers as well as its contents were completely destroyed by fire and the Plaintiff sustained the loss and damages previously described.

COUNT II -- BREACH OF EXPRESS AND/OR IMPLIED WARRANTY

15.

The Plaintiff hereby adopts and incorporates by reference, word for word, paragraphs 1 through 14 as set forth above and as if fully set forth herein in their entirety.

16.

That at the time of the fire at issue in this case, the subject vehicle was under an express three year, 36,000 mile warranty in addition to any and all other express and/or implied warranties which may have been applicable by law.

17.

That the acts and/or omissions of the Defendant which proximately resulted in the fire at issue constituted a breach of the above-referenced express and/or implied warranties.

18.

That as a direct and proximate result of the above-referenced breach of warranties by the Defendant, the vehicle and its contents owned by the Plaintiff's subrogor was destroyed by fire and the Plaintiff thereby sustained damages as previously described.

COURT III -- VIOLATION OF MICHIGAN

CONSUMER PROTECTION ACT

19.

The Plaintiff hereby adopts and incorporates by reference, word for word, paragraphs 1 through 18 as set forth above and as if fully set forth herein in their entirety.

20.

That the Defendant at all relevant times was engaged in the conduct of a business providing goods, property and/or services primarily for personal, family, or household purposes.

21.

That the Defendant's negligent design and/or manufacture and/or assembly of the fuel system of the

subject vehicle was the legal and proximate cause of the above-referenced fire and the resulting damages as previously described.

22.

That the above acts and/or omissions of the Defendant violated MCL 445.903(1)(e), which prohibits representing that goods or services are of a particular standard, quality, or grade or that goods are of a particular style or model, if they are in fact of another.

23.

That the above-referenced acts and/or omissions of the Defendant violated MCL 445.903(1)(y) which prohibits gross discrepancies between the oral representations of the seller and the written agreement covering the sale, transaction, or the failure of the other party to the transaction to provide promised benefits.

24.

That as a direct and proximate result of the aforementioned and any other violations of the Michigan Consumer Protection Act by the Defendant, the Plaintiff's subrogees suffered the loss and damages as previously described.

WHEREFORE, the Plaintiff, [REDACTED] as subrogee of [REDACTED] hereby respectfully requests a judgment against the Defendant in the amount of

\$28,200.50 together with interest, costs, and reasonable attorney fees to be taxed.

Respectfully submitted,



JAMES E. O'NEILL, III (P42090)
Attorney for Plaintiff

DATED: January 14, 1998

MFIRS-A
INCIDENT REPORT

Fire Department Alpena Township Fire Dept.			Date: Amend
Weather Cloudy	Temp 1*	Wind Direction and Velocity W W N W 15	<input type="checkbox"/> Change Record <input type="checkbox"/> Date <input type="checkbox"/> Reason

1 P.O. Ident. 0402	2 Incident No. 080	3 Est. 0	4 Mo. 1	5 Day 16	6 Year 97	7 Day of Week Fri.	8 Alarm Time 2122	9 Time Arr. 2131	10 Time Crg. 2250	11 Tot. 2	
1 Incident Location: No., Street, City Parking lot Devils Lake Snowmobile trail							2 Apt. Bldg	3 Box Code 49707	4 Circuit Tract		
1 Occupant: Last None			First		M.I.		3 Phone		3 Contact Person		
1 Owner: Last [REDACTED]			First		M.I.		2 Phone		3 Address [REDACTED]		
1 Type of Structure 1,3 Truck Fire							2 Type of Action Taken 1 Extinguished			3 Medical Aid <input type="checkbox"/> Rec. <input type="checkbox"/> Crge	
1 Road Property Use 9,6 5 Outdoor parking lot							2 Probable Acc or Cause 6 1 Catalytic Converter			3 Fire Dept. Use	
1 Method of Alert From Public 7 911							2 Fire Dept. Use Pour Gas Mileage		3 Inc. Co. Id. R 5 1	4 Shift 3	5 Alarm 1
1 No. Fire Service Personnel Responded to Incident Location 6			2 Engines Pumped 1	3 Tanks Transported 0	4 Jerrys Ladders Responded 0	5 Squads Responded 0	6 Trenches and Tunnels 0	7 Crews Rec. Mps 0	8 Other F.D. Vans 0		

1 NUMBER OF PERSONS INJURED 0	1 Fire Service (FM-152)	2 Non-Fire Services (FM-152)	1 NUMBER OF FATALITIES 0	2 Fire Service (FM-152)	3 Non-Fire Services (FM-152)	1 PERSONS RESCUED 0
---	-------------------------	------------------------------	------------------------------------	-------------------------	------------------------------	-------------------------------

1 General Property Use (Complete) 1 1 Recreational Lot	2 Mobile Property Class 1 1 Truck	3 Equipment Involved in Ignition 9 6 Exhaust System
1 Area of Origin 8 3 Catalytic Converter	2 Form of Heat Causing Ignition 5 9 Radiated Heat	3 Type of Material Fire Ignited 7 1 Fiber
1 Form of Material Fire Ignited 1 4 Floor	2 Level of Fire Origin 1 Grade	3 Method of Extinguishment 5 Water-Carried
1 Building, Vehicle or Other - Insurance Co. (If known) Farmers Insurance	2 Amount of Insurance	3 Est. Property Value 3 0 0 0 0
1 Contactor - Insurance Co. (If known) (Dave Dickman Rep.)	2 Amount of Insurance	3 Est. Contents Value 6 0 0
		4 Est. Contents Loss 6 0 0

1 No. Stems	2 Construction Type	3 Extent of Flame Damage	4 Extent of Serious Damage
1 Type Auto. Extinguishing System		2 Extinguishing System Performance	
1 Detector Type		2 Detector Power Supply	3 Detector Performance
1 IF SMOKE SPREAD BEYOND ROOM OF ORIGIN	2 Type of Material Generating Most Smoke	3 Form of Material Generating Most Smoke	4 Amount of Smoke Traced

1 IF MOBILE PROPERTY 9 7	2 Year Ford	3 Model F 150	4 Vehicle Number 1FTDX18W7VN [REDACTED]	5 Make Number [REDACTED]
1 IF EQUIPMENT INVOLVED 9 7	2 Brand Name UN	3 Model UN	4 Serial Number UN	

1 No. of Gal. of Water Used 5 0 0	2 No. and Feet of Hose Sprinkler										
	No.	Feet	No.	Feet							
	1	2 0 0	0	0							
1 Hose No. Used		2 Hose No. Used		3 Hose No. Used		4 Hose No. Used		5 Hose No. Used		6 Hose No. Used	
1 Hose No. Used		2 Hose No. Used		3 Hose No. Used		4 Hose No. Used		5 Hose No. Used		6 Hose No. Used	

AUTHORITY: 1941, PA 217 Section 4
COMPLIANCE: Required
PENALTY: \$1000

The above data is the opinion of the undersigned based on information available at the time of the report.

James Seguin Captain 1-19-97

Name and Rank of the Officer in Charge at Incident	Date	Person Making Report, if different from Officer in Charge	Date
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(Use Reverse Side for Remarks)

MFIRS-A
INCIDENT REPORT

Fire Department Alpena Township Fire Dept.		Fire Station and Vehicle W W W 15
Weather Cloudy	Wind 1*	Other W W W 15

1. Fire No. 0402	2. Incident No. 080	3. Date 03/11/97	4. Day Fri.	5. Time 2122	6. Fire No. 2131	7. Fire No. 2250	8. Fire No. 2
9. Location Parking lot Devils Lake Snowmobile trail				10. Fire No. 19707			
11. Structure None							
12. Description None							
13. Type of Structure 1 3 Truck Fire				14. Type of Structure 1 Extinguished			
15. Location 6 5 5 Outdoor parking lot				16. Location 5 1 Catalytic Converter			
17. 911 7 911				18. Gas Mileage Pour Gas Mileage R 5 1 3			
19. Responded to incident 6		20. Engine 1	21. Water 0	22. Foam 0	23. Aerial 0	24. Ladder 0	25. Other 0

26. NUMBER OF PERSONS INJURED 0	27. NUMBER OF FATALITIES 0	28. NUMBER OF VEHICLES DESTROYED 0	29. NUMBER OF VEHICLES DAMAGED 0
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30. General Property Involved 1 1 Recreational lot	31. Make/Model 1 1 Truck	32. Description 9 6 Exhaust System
33. Type of Damage 8 3 Catalytic Converter	34. Type of Damage 5 9 Radiated Heat	35. Type of Damage 7 1 Fiber
36. Type of Material 1 4 Floor	37. Type of Material 1 Grade	38. Type of Material 5 Water-Carried
39. Insurance Farmers Insurance	40. Amount of Insurance 30000	41. Insurance 30000
42. Insurance (Dave Dickman Rep.)	43. Amount of Insurance 600	44. Insurance 600

45. Structure Type None	46. Structure Type None	47. Structure Type None	48. Structure Type None
49. Structure Type None	50. Structure Type None	51. Structure Type None	52. Structure Type None
53. Structure Type None	54. Structure Type None	55. Structure Type None	56. Structure Type None

57. IF MOBILE PROPERTY INVOLVED 9 7	58. Make Ford	59. Year 7 150	60. VIN 1FNDX18W7Y	61. License None
62. IF EQUIPMENT INVOLVED 9 7	63. Make WJ	64. Year WJ	65. License WJ	66. License WJ

67. 1 000	68. 2 0	69. 3 1	70. 4 200	71. 5 0	72. 6 0	73. 7 0	74. 8 0	75. 9 0
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The above data is the basis of the information provided on information available at the time of the report.

James Seguin Captain 4-19-97

Name and Rank of the Officer in Charge at Incident: **James Seguin Captain** Date: **4-19-97**

Person Making Report: Different from Officer in Charge: **None** Date: **4-19-97**

FD-205 (Rev. 1-8-83)

**INDEPENDENT
ASSOCIATES**

Investigators & Consultants
585 East Larned, Suite 100
Detroit, Michigan 48226-4316

313-861-2909 Fax 313-864-0336

Licensed in Michigan, Ohio & Illinois

P.O. Box 128
Parma, Michigan 49269
517-531-4330

P.O. Box 27
Bozys City, Michigan 49712
616-582-5543

May 12, 1997

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

PREDICATION:

This report is predicated upon the request of Mr. Jim Dickinson, Farmers Senior Claims Representative, to conduct an investigation into [REDACTED] with special reference to the fire loss of a 1997 Ford F-150 Pick Up.

SECRETARY OF STATE:

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

1997 FORD	1PTDX18W7VN [REDACTED]	24 PICKUP	8 ORIGINAL
11/19/96	364G3230046	LGT CONVTL 'P'	73 A

NBD BANK LESSOR [REDACTED]

ALPENA [REDACTED]
---ADDRESS FROM TITLE---

NBD BANK NA
ONE E FIRST ST 11/18/96
FLINT

REGISTRATION INFORMATION:

NWQ13
03/30/97
MI SOS

CO-TRANSFER
R-140-261-001-252

ERSS-885-LC-5539

IN RE: [REDACTED]

HSA File No. 97-0110F
[REDACTED]

May 12, 1997

Page 2

INSPECTION:

On January 27, 1997, this Investigator arrived at Jerome's Towing in Alpena to conduct an investigation into the fire loss of a 1997 Ford F150 Pick Up.

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 January 27, 1997, at 2:00 p.m., this Investigator arrived at Jerome's Towing in Alpena to conduct an origin and cause investigation into the fire loss of a 1997 Ford, F150, beige in color, Vehicle Identification Number 1FTDX18W7VM [REDACTED]. Upon arriving at the facility, the vehicle is located and the Vehicle Identification Number is present but fire damaged and is not legible. The vehicle is identified by the license plate of [REDACTED] which is registered to the vehicle according to the Secretary of State's office.

Initial observations reveal evidence of a fire to have originated within the engine compartment that extended breaching the bulkhead and windshield, entering the passenger compartment. The examination further reveals almost total consumption of the aluminum hood with extensive melting to the interior of the front, cast aluminum wheels. The tires themselves have been almost totally consumed during the course of the fire and there are tire pads lying within the bed of the truck which were retrieved from the fire scene.

The examination continues and all of the window glass has melted and cracked during the course of the fire. The fire extends into the cab area as well as rearward causing fire damage within the bed of the truck, consuming the plastic bed liner.

The examination of the bed of the truck reveals the fuel tank to be fire damaged, the fill tube is fire damaged and the fuel cap is melted. It should further be noted that there is still some

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997

Page 3

painted surface remaining on the bed of the truck, along the lower portions of the bed.

The examination further reveals fire damage to both rear tires, penetrating the tires and causing them to deflate.

At this time, the spare tire has been removed from the underside and shows evidence of heat damage, however is still inflated.

Located within the bed of the truck is fire debris from the scene with a portion of the aluminum hood, however, it is unknown where this section was located as it has since been placed within the bed of the truck.

The examination continues and both doors were closed during the course of the fire and there is melted glass over the interior of the doors with some glass having fallen inward into the door panel during the course of the fire. It should be noted that the windows are electrically operated.

The examination continues and the air bag is still within the dashboard on the right or passenger side and there is evidence where the fire breached the bulkhead both on the left or driver's side in the area beneath the steering shaft as well as the right or passenger side in the area of the heater duct. The examination continues and there is still flooring present within the vehicle, however, the seat fabric has been totally consumed, the seats are no longer in their factory position but have been placed into the rear of the cab area.

The examination continues and the radio is lying on the cowl area and upon examining same, although the wiring is void of insulation, there is a substantial amount of combustible material within the interior of the radio, ruling out the fire as having originated within this area. The examination of the cab area reveals all of the insulation along the fire wall to have been consumed all the way down to the floor area.

The examination of the wiring harness within the dashboard area does reveal some evidence of arcing and fusing in the center of the dashboard, however, this is believed to be secondary, due to the fact that the remainder of the wiring harness still has charred wiring insulation present.

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997

Page 4

At this time, no evidence could be found of any fire as having originated within the cab area.

The examination is now focused on the engine compartment where the fiberglass headlight assembly on the left or driver's side is still in place, however, the bulb and glass has melted and cracked during the course of the fire.

The examination continues and there is the remains of the aluminum hood which is still connected to the hood release showing evidence of heat damage all emanating from the engine compartment. The examination further reveals extensive fire damage to the radiator and air conditioning condenser with the most severe damage present in the center where the fire vented. The fire further vented out both rear wheels consuming the interior plastic wheel wells as well as extending causing extensive fire damage to the interior of the cast aluminum wheels.

The examination is now focused on the battery cables which are found to be void of insulation, however, there is no evidence of any electrical failure. The examination further reveals the alternator to be in place and the cable traveling to the alternator is still connected and no evidence of any electrical failure could be found.

The examination further reveals the fuel rails to have been removed from their location within the engine compartment and are lying on the area of the cowl. The examination further reveals that the oil pan has been removed and the oil drained and is in a milk container still within the garage.

The examination reveals the transmission fluid to be full and clean and all other fluids drained during the course of the fire.

The examination continues and the brake fluid reservoir has been totally consumed during the course of the fire, however, the wiring along the inner left fender well still shows charred wiring insulation, ruling out the fire as having originated due to an electrical fire on the left or driver's side.

At this time, the examination reveals all of the wiring remaining within the engine compartment to be void of insulation in certain areas and there is evidence of some of the wiring harnesses to

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997

Page 5

have fallen into the lower part of the engine still maintaining some insulation.

The examination further reveals extensive heat and fire damage to the cast aluminum plenum covering the engine as well as the fan blades.

The examination is now focused to the underside of the vehicle whereupon examining the exhaust system and catalytic converters, there is one on each, there is charring and fire damage to the underside of the vehicle extending all the way towards the rear. There is further evidence of fire damage in the area of the fuel tank as well. The exhaust pipe and muffler are located on the right or passenger side and the exhaust pipe extends out in front of the right front tire.

At this time, it is the understanding of this Investigator, that Trooper Dan Fowler of the Michigan State Police conducted the initial examination of the vehicle and it is unknown as to what he may have moved prior to this Investigator's arrival. It is further the understanding of this Investigator that a representative of Ford Motor Company and the dealership have both examined the vehicle and that there was a mechanic from the dealership present during the examination of the vehicle.

At this time, the investigation continues.

TITLE INFORMATION:

A review of the title information indicates that this is a lease to [REDACTED] of [REDACTED] Alpena as of November 19, 1996. The lien holder is listed as NBD Bank of Flint. The license plate of [REDACTED] was not due to expire until March 30, 1997. The driver's license number listed on the registration was R [REDACTED]

NICB VIN ASSIST:

A review of the NICB Vin Assist indicates that the vehicle was assembled in Norfolk Virginia. The vehicle is equipped with a 4.6 liter, fuel injected, V8 engine.

ER03-885-LC-8843

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997

Page 6

ALPENA TOWNSHIP FIRE DEPARTMENT:

A review of the Alpena Township Fire Department records produced Incident Number 8 dated January 16, 1997 which is a Friday with an alarm time of 9:22 p.m. According to this report, Station 2 responded to the parking lot of Devil's Lake Snowmobile Trail reference a vehicle fire. The area of origin was listed as the catalytic converter with the type of material first ignited as fiber. The form of material first ignited was listed as floor. The form of heat causing ignition was radiated heat. The probable act or omission was listed as catalytic converter. Under fire department use, it indicates poor gas mileage. A further review of the report indicates that it was prepared by James Seguin who is a Captain and that 500 gallons of water was utilized to extinguish the fire. (See enclosed report)

ABSOLUTE ANALYTICAL, INC.:

Catalytic converters were removed from the vehicle in question and forwarded to this Investigator via Federal Express. These particular catalytic converters were then given to Absolute Analytical to perform an analysis regarding their condition. A review of the report reveals that the submitted exhaust components did not reveal evidence of obstruction or restriction of the systems components. The systems components were found to have a good overall structure integrity and they did not find evidence of improper component assembly. They further did not find evidence of fuels and odors associated with fuel residues. (See enclosed report)

OWNER INTERVIEW:

On January 25, 1997, at 12:30 p.m., Investigator Buckley conducted an interview with [REDACTED] who is the title holder, one of the named insureds and last driver of the vehicle prior to the discovery of the fire. The fire occurred on January 16, 1997 sometime after 9:00 p.m. in the parking lot of Devil's Lake Snowmobile Trail in Alpena, Michigan. Subsequently, the Alpena Fire Department responded and extinguished a fire involving the 1997 Ford, F-150 pick up. The vehicle in question is equipped with a 4.6 liter, fuel injected, V8 engine purchased new in November of 1996. The vehicle was purchased from Dickens Ford in Alpena. At the time of the lease, there was a three

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997

Page 7

year, 36,000 mile warranty on the vehicle. Further questioning revealed that the vehicle had been back to the dealership twice to check for mileage as the insured indicated he was only getting 6 to 8 miles per gallon of gas. Mileage at the time of the fire loss was approximately 3,000 miles.

Further questioning revealed that the fuel tank was approximately three-quarters full and had been filled the day before the fire.

When questioned regarding whether anyone else operates the vehicle, the insured indicated that his wife, Amy, will drive the vehicle on occasions. Further questioning revealed that Amy had indicated to her husband that the light on the radio would flicker occasionally.

When questioned regarding who checks the fluid levels, the insured indicated that he normally checks the fluid levels and that Dick's Auto performed an oil change on January 7, 1997.

Oil changes are secured every 3,000 miles and the insured has had only one oil change since the vehicle was new. When questioned regarding any recurring problems, the insured indicated that there was a flickering light on the radio two or three times but with the exception of this, there were no other complaints.

The insured went on to state that he has not received any type of recall notice or correspondence from the manufacturer. When questioned regarding whether anything had been added to the vehicle since the purchase, the insured indicated that a bed liner was installed in the bed of the truck.

The insured went on to state that the vehicle was equipped with a factory keyless alarm system.

The insured was then questioned whether he is a smoker and he indicated that he does not smoke and nobody was smoking in the vehicle prior to exiting same.

Since ownership of the vehicle, it has never been involved in an accident, and it was learned that the vehicle had been parked for approximately two and a half hours. Further questioning revealed that accessories being utilized prior to parking the truck was the heater, rear defogger, lights and radio. The insured was then questioned whether he was pulling a trailer and he indicated

ERMS-005-LC-0545

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997

Page 8

he had a snowmobile trailer which is 10 feet long, 102 inches wide utilized to transport his snowmobiles.

The insured was then questioned regarding noticing any fluid leaks prior to the fire and indicated he observed none.

The insured went on to state that he did not detect any odors or observe any warning lights or changes in his gauges prior to the discovery of the fire.

In a short scenario, the insured stated that he went to Devil's Lake, went snowmobiling, returned and the vehicle remained idle for approximately two hours. The insured started the truck and let it warm up. The insured then looked out and the engine compartment was completely engulfed in fire and there was fire under the truck. The insured does not recall the color of the smoke but indicated that the flames were a red/orange. The hood remained closed until the fire department arrived and extinguished the fire. Further questioning revealed that all doors were closed, all windows were in the up position and the doors were locked at the time the vehicle was warming up. The alarm was not set.

Subsequently, [REDACTED] contacted the fire department who responded in approximately 20 minutes, extinguished the fire, did not photograph the vehicle and indicated that the catalytic converter may have filled up with gas. The Michigan State Police were present, they did not photograph the vehicle and in conclusion, the insured states he has no idea what caused the fire.

It was further learned that Trooper Dan Fowler of the Michigan State Police Post had examined the vehicle and photographed same. The telephone number for Trooper Fowler is (517) 354-4101. It was also learned that Ford Motor Company had sent a representative to examine the vehicle prior to this Investigator's examination and his name is Richard (Dick) Trierweiler with a telephone number of (517) 321-4878.

Trooper Fowler indicated, in a telephone interview, that he had taken photographs of the vehicle and had forwarded same to the Michigan State Police Lab. Upon receipt of the photographs, he will forward a copy of same to this Investigator.

IN RE: [REDACTED]

H&A File No. 97-0110F
[REDACTED]

May 12, 1997
Page 9

CONCLUSION:

Having completed an examination of the vehicle, interviewed the insured, reviewed photographs taken by Trooper Dan Fowler of the Michigan State Police, and based upon all of the information known at the preparation of this report, it is 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 engine compartment and that the most severe damage present was on the upper portion of the engine. Located within the upper portion of the engine are the fuel rails and fuel regulator, which had been removed prior to this Investigator's arrival and placed onto the cowl area. It was further learned that this was not done by Trooper Dan Fowler of the Michigan State Police, however, Trooper Fowler indicated that Ford Motor Company sent a representative to conduct an investigation regarding the fire and he did so prior to this Investigator's arrival.

The investigation further reveals that the vehicle has a three year, 36,000 mile warranty in effect, and that the mileage at the time of the fire loss was approximately 3,000 miles.

At this time, all requests for services have been completed. We are closing our file and forwarding our report and photographs for your review.


Walter O. Herndon

WOH/dle

CSOR0016

MORS II Legal Contact

08/20/1997 08:44:07

SDR 10 Zn/Tr: L2 M/A: L CONTACT NBR: 107996403 Opened: 01/21/1997
VIN: 1FTDX18W7VN Closed: 01/21/1997
Last Name: [REDACTED] Status: CLOSED
Title: [REDACTED] First Name: [REDACTED] MI: 40133
Address: [REDACTED]
City: ALPENA ST/PV: MI Zip/PC: [REDACTED] CC: USA
Home Phone: [REDACTED] Business Phone: [REDACTED] Ext:
Year: 97 Model: F-SERIES LD
Mileage/Km: 3300 WSD: 11/11/1996

Dealer Name: ALPENA FORD LINCOLN-MERC Sales Code: 148599 P&A: 09612
Causal Code: 0709 Symptoms: 801900
Serv Sales: 1 (1 or 2) Origin: GO Trans Date:
Veh Repl:
Case Type: 4 FIRES - FUEL FED Means Code: A LGL INVEST-PROD LIABILITY
Atty Name: Atty Memo:
Claimed Amt: Award Amt:
CANADA ONLY:
Court Code: Award Code:

F1=HELP F3=EXIT F4=COMMENT F5=ADD F6=UPD F9=CLOSE F12=CANC
I053 REQUESTED CONTACT DISPLAYED

OGDB330

CSOR0010

MORS II Contact Comments

08/20/1997 08:44:17

Last Name: [REDACTED] VIN: 1FTDX18W7V [REDACTED]
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:
Dealer: ALPENA FORD LINC-MERC Dist/Reg: 10

CONTACT NBR: 107996403 Date: 01/21/1997 Analyst Code: 4828AC
File Type: LEGAL Time: 08:39:35 Analyst Name: CHABOT
Comm Type: F FAX Micro: Letter Code:

Comments: More?: Y
DEALER FAX RECEIVED 1/17/97. CUSTOMER STATES VEHICLE CAUGHT FIRE AFTER IDLING
FOR 15 MINUTES.

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO
E196 FIRST COMMENTS FOR CONTACT OGDB330

CSOR0010

NCRS II Contact Comments

08/20/1997 08:44:32

Last Name: [REDACTED] VIN: 1FTDK18W7VN [REDACTED]
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:
Dealer: ALPENA FORD LINC-MERC Dist/Reg: 10

CONTACT NBR: 107996403 Date: 01/21/1997 Analyst Code: 4828AC
File Type: LEGAL Time: 09:08:12 Analyst Name: CHABOT
Comm Type: U UPDATE Micro: Letter Code:

Comments:

More?: Y

###THIS IS THE CLOSING COMMENT

LPA SPOKE TO E.A.A. AND DEALERSHIP OWNER ON 1/21/97. E.A.A. WAS UNABLE TO DETERMINE THE OFIGIN OF THE FIRE. THEREFORE, DEALERSHIP WILL REFER CUSTOMER TO HIS INSURANCE COMPANY AS DEALER IS HANDLING CUSTOMER RELATIONS. NO FURTHER ACTION IS NEEDED.

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO

1002 REQUESTED INFORMATION DISPLAYED

OGDB330

ENG-005-LC-5530

CSOR0010

MORE II Contact Comments

08/20/1997 08:45:02

Last Name: [REDACTED] VIN: 1FTDX18W7VE [REDACTED]
Home Phone: [REDACTED] Bus. Phone: [REDACTED] Ext:
Dealer: ALPENA FORD LINCOLN-MERC Dist/Reg: 10

CONTACT NBR: 107996403 Date: 01/21/1997 Analyst Code: 4828AC
File Type: LEGAL Time: 08:39:53 Analyst Name: CHABOT
Comm Type: U UPDATE Micro: Letter Code:

Comments: More?: Y
E.A.A. WILL INSPECT VEHICLE ON 1/20/97.

F1=HELP F3=EXIT F5=ADD F7=PREV F8=NEXT F11=CANC LTR F12=BASIC INFO
1002 REQUESTED INFORMATION DISPLAYED OGDB330



Investigators & Consultants
385 East Larned, Suite 100
Detroit, Michigan 48226-4318

313-961-2908 Fax: 313-964-0336

Licensed in Michigan, Ohio & Illinois

P.O. Box 128
Farmington, Michigan 49269
517-531-4330

P.O. Box 27
Bozoye City, Michigan 49712
616-582-8543

VEHICLE FIRE INVESTIGATION

FIRE DEPT. ALPENA

FIRE REPORT# 8

DATE & TIME OF INVESTIGATION 1-27-97 @ 2:00 PM
VEHICLE EXAMINED AT TEROMES TOWING IN ALPENA
LOCATION AT TIME OF FIRE Devies Lake - Alpena

ALLEY STREET PARK PK. LOT FIELD FWY. DRIVEWAY/
GARAGE INSIDE BUILDING
DATE OF FIRE 1-16-97 DAY Thursday TIME OF CALL 9:00 PM ARRIVED 9:00 PM CLEAR 10:00 PM

DESCRIPTION OF VEHICLE: OWNER LSE FRANCISCO REVILLA
ADDRESS 215 LIBERTY ST., ALPENA

YEAR 1997 MAKE FORD MODEL F-150 COLOR (T) Beige (B) Beige
LICENSE PLATES: STATE MICH. NUMBER NWQ13 EXPIRES 3-30-97

VEHICLE IDENTIFICATION NUMBER 1FTDX18W7VN
LEIN HOLDER NBD 11-18-96 INSURANCE COMPANY FARMERS

PASSENGER COMPARTMENT (INTERIOR):

DASHBOARD: INTACT CONSUMED PARTIALLY MISSING

RADIO: INTACT MISSING
SPEAKERS: INTACT MISSING

FIREWALL: INTACT BREACHED BY FIRE

IGNITION: INTACT IN DEBRIS DESTROYED BY FIRE PULLED
LOCKED ON POSITION OFF POSITION THUMB ASSIST OFF
MISSING

STEERING COLUMN: INTACT LOCKED TAMPERED WITH/INTACT
DESTROYED BY FIRE MISSING TAMPERED WITH/DEFEATED

FRONT SEAT: INTACT CONSUMED PARTIALLY REMOVED

REAR SEAT: INTACT CONSUMED PARTIALLY REMOVED N/A

GLOVE BOX: INTACT CONSUMED PARTIALLY

ITEMS IN GLOVE BOX OWNER'S MANUAL MISC. PAPERS

AIR BAG: (DRIVER'S SIDE) INTACT CONSUMED REMOVED N/A

(PASS. SIDE) INTACT CONSUMED REMOVED N/A

PAGE 2 - VEHICLE FIRE INVESTIGATION

IGNITION KEY: NONE FOUND IN IGNITION _____ AT SCENE _____ IN DEBRIS _____

ODOMETER READING _____ OIL CHANGE STICKER _____ ACTUAL _____ DESTROYED

DIGITAL _____

TITLE INFORMATION AS OF 11/19/96 73 Actual Miles

PERSONAL EFFECTS IN PASSENGER COMPARTMENT _____

ENGINE COMPARTMENT:

ENGINE ACCESSIBILITY: LIMITED (HOOD JAMMED) _____ OPEN

ENGINE: INTACT PARTIALLY STRIPPED _____ BURNED _____ MISSING _____

BATTERY: INTACT _____ MELTED REMOVED Fell out

FILTER: INTACT _____ CONSUMED REMOVED _____

OIL LEVEL: PAV Renewal / Heavy oil Full D.B.F. BELTS: INTACT PARTIALLY CONSUMED

RADIATOR LEVEL: _____ D.B.F. UPPER HOSE: INTACT PARTIALLY CONSUMED

BRAKE FLUID LEVEL: _____ D.B.F. LOWER HOSE: INTACT PARTIALLY CONSUMED

POWER STEERING FLUID LEVEL: _____ D.B.F.

TRANSMISSION FLUID LEVEL: Full D.B.F.

ENGINE PARTS MISSING: _____

BURGALAR ALARM SYSTEM: YES _____ NO _____ UNKNOWN ADDITIONAL INFORMATION _____

EXTERIOR EXAMINATION:

TIRE	TYPE	CUSTOM WHEELS WHEEL COVER	TREADWEAR	# LOGS	MISSING
LF	<u>4.6004000</u>	<u>4</u>	<u>NEW</u>	<u>5</u>	_____
RF	<u>with water</u>	<u>4</u>	<u>NEW</u>	<u>5</u>	_____
LR	<u>with water</u>	<u>4</u>	<u>NEW</u>	<u>5</u>	_____
RR	<u>with water</u>	<u>4</u>	<u>NEW</u>	<u>5</u>	_____

DOOR CYLINDERS (LOCKS):

LEFT FRONT DOOR: INTACT _____ MELTED PUNCHED _____ PULLED _____

RIGHT FRONT DOOR: INTACT _____ MELTED PUNCHED _____ PULLED _____

PAGE 1 - VEHICLE FIRE INVESTIGATION

GLASS CONDITION:

WINDSHIELD: BROKEN _____ MELTED/CRACKED BY HEAT IN/OUT INTACT _____

REAR WINDOW: BROKEN _____ MELTED/CRACKED BY HEAT IN/OUT INTACT _____

DRIVER'S WINDOW: BROKEN MELTED/CRACKED BY HEAT IN/OUT INTACT _____
 POSITION: UP DOWN _____

PASSENGER WINDOW: BROKEN MELTED/CRACKED BY HEAT IN/OUT INTACT _____
 POSITION: UP DOWN _____

LEFT REAR WINDOW: BROKEN _____ MELTED/CRACKED BY HEAT IN/OUT INTACT _____
 POSITION: UP _____ DOWN _____ STATIONARY

RIGHT REAR WINDOW: BROKEN _____ MELTED/CRACKED BY HEAT IN/OUT INTACT _____
 POSITION: UP _____ DOWN _____ STATIONARY

SUNROOF: OPEN _____ CLOSED _____ MELTED _____

CONVERTIBLE: UP _____ DOWN _____ CONSUMED _____

T-TOPS: ON _____ REMOVED _____ MELTED _____

ELECTRIC WINDOWS: YES NO _____

TRUNK COMPARTMENT EXAMINATION: PICKUP VAN _____ UTILITY VEHICLE _____

LOCKED _____ OPEN _____ FORCED _____ TRUNK LOCK INTACT: YES _____ NO _____ MELTED _____

FORCED, BY WHOM _____

TRUNK RELEASE BUTTON: YES _____ NO _____ UNKNOWN _____

TRUNK CONTENTS:

SPARE TIRE: INTACT MISSING _____ ON VEHICLE _____

TIRE CHANGING EQUIPMENT: INTACT MISSING _____ AT SCENE _____

OTHER CONTENTS/PERSONAL EFFECTS IN TRUNK/CARGO AREA: _____

UNDER VEHICLE:

FUEL TANK: INTACT _____ DAMAGED MISSING _____

GAS CAP: INTACT _____ MELTED MISSING _____

FILL PIPE: INTACT _____ DAMAGED MISSING _____

TRANSMISSION: INTACT MISSING _____ LEAKAGE NOTICED - YES _____ NO

OIL PAN: INTACT _____ MISSING _____ LEAKAGE NOTICED - YES _____ NO

EVIDENCE CONFISCATED: _____

Removed/Oil Drained

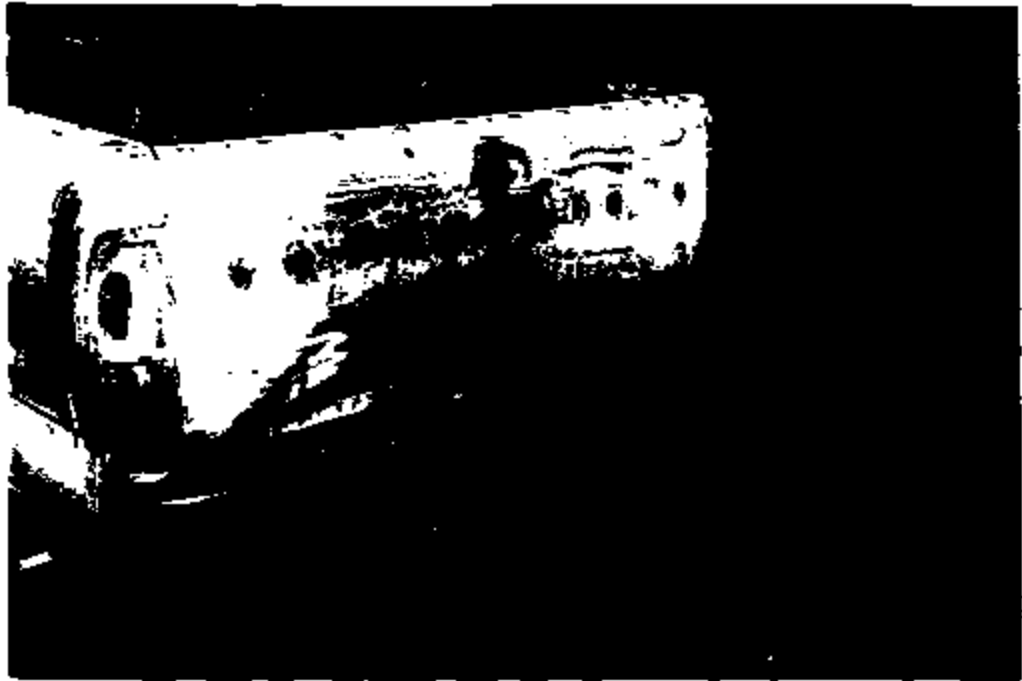
PAGE 4 - VEHICLE FIRE INVESTIGATION

RUS. AND DAMAGE (H-heavy rust, M-medium rust, L-light rust/surface rust)

AREAS	MISSING	RUST	DAMAGE	SCRATCHED
FRONT BUMPER				
HOOD				
GRILL				
LEFT FENDER				
DRIVER'S DOOR		OPEN / <u>CLOSED</u>		
REAR DRIVER'S DOOR		OPEN / CLOSED		
LEFT QTR. PANEL				
TRUNK LID				
REAR BUMPER				
ROOF				
RIGHT QTR. PANEL				
PASSENGER DOOR		OPEN / <u>CLOSED</u>	FORCED OPEN AFTER FIRE	
REAR PASSENGER DOOR		OPEN / CLOSED		
R. FENDER				
VAN ONLY:				
REAR CARGO DOORS		OPEN / CLOSED		
SIDE CARGO DOORS		OPEN / CLOSED		
BODY CONDITION:	EXCELLENT	<u>GOOD</u>	FAIR	POOR

INVESTIGATED BY W. O. Handy NUMBER OF PHOTOGRAPHS TAKEN 47
8/96

97-0110F



1. An overall view of the rear of the truck showing Michigan license plate [REDACTED]
2. A view of the left rear showing a substantial amount of the tires still remaining



ERG5-005-LC-5356



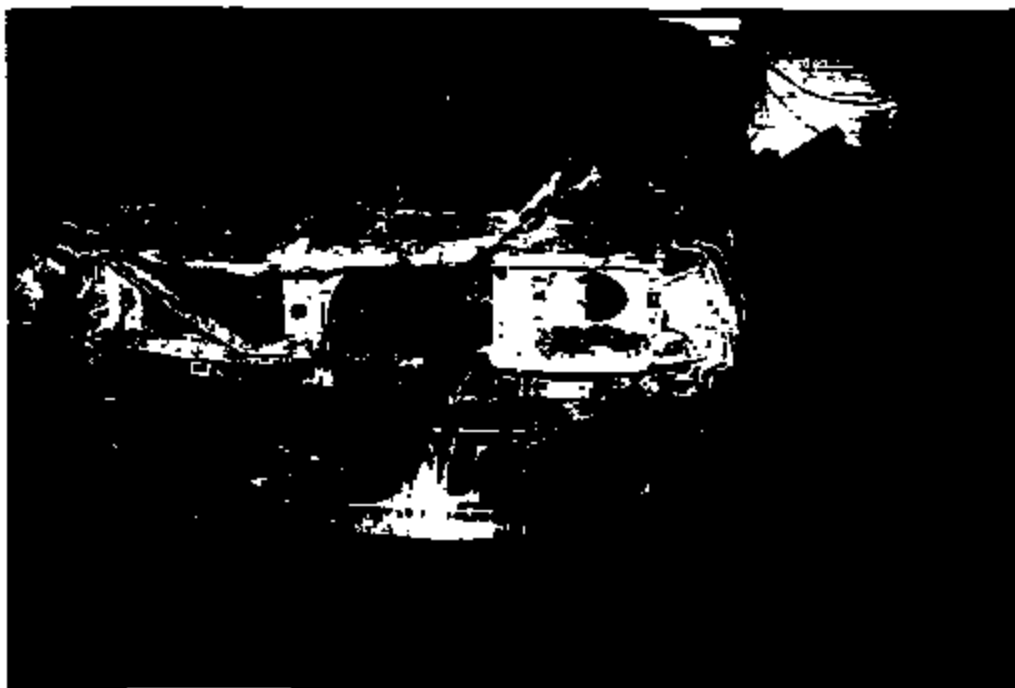
3. A view of the driver's side of the truck from the rear showing the damage much more pronounced in the front of the vehicle

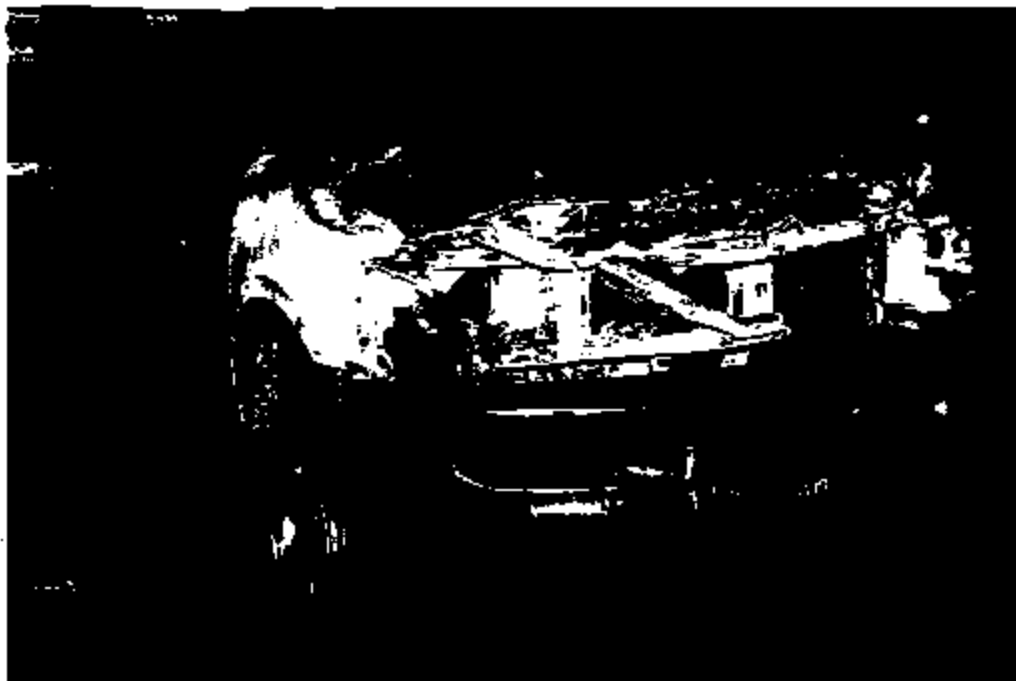
.....
4. A view of the fire damage to the fill tube



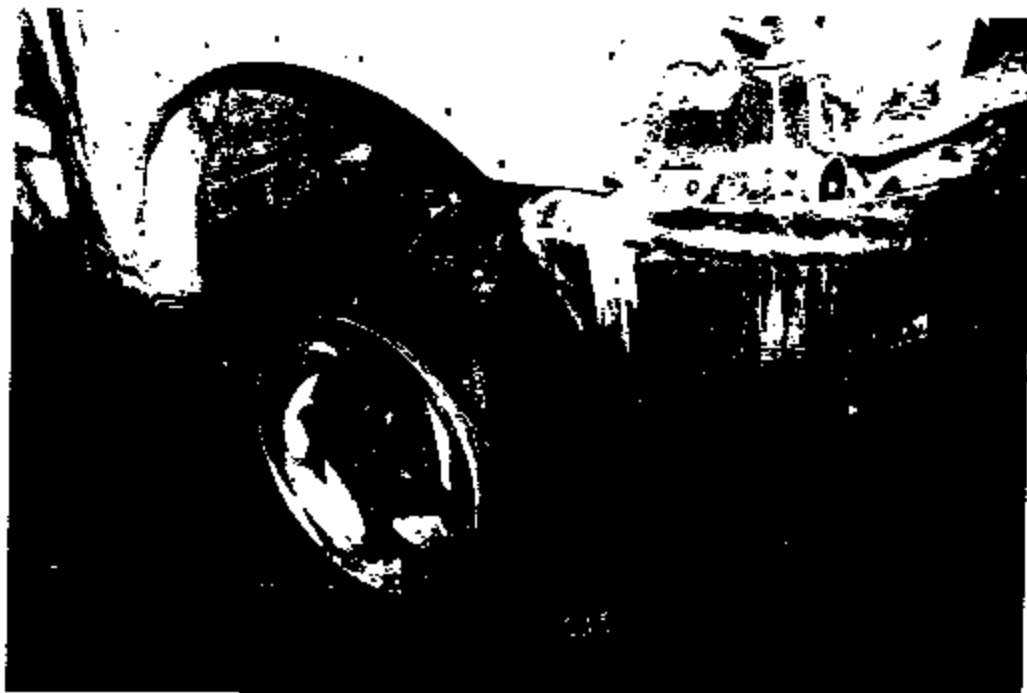


5. A view of the left front of the vehicle showing the extensive fire damage and heat damage to the cast aluminum wheel on the inside
-
6. An overall view of the front of the vehicle





7. A view of the right front of the vehicle
8. Shows the heat damage to the cast aluminum wheel on the inside



EDMS-205-LC-3339



9. A view of the passenger side of the truck from the front

10. A view of the passenger side bed of the truck with the tire and wheels still in place





11. Another view of the passenger side tire and wheel still in place

.....
12. A view of the bed of the truck





13. A view of the bed of the truck with the spare
tire present
-
14. A view from the driver's side showing the
passenger door





15. A view of the passenger compartment from the driver's side

16. A view of the passenger compartment and driver's door from the passenger side.





17. A comparison photograph showing the dashboard and cab area

18. A view of the dashboard and passenger side air bag as seen from the passenger door window opening





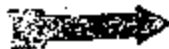
19. Another view of the passenger compartment from the passenger side

20. An overall view of the dashboard area from the passenger side





21. A view of the dashboard area from the passenger side
-
22. A view of the underside of the vehicle in the rear



ERIC-005-LC-5508



23. A view of the underside of the vehicle showing the heat and fire damage to the front cast aluminum wheels

24. A close-up view of the radio showing combustibles still present within the radio





25. A view of the reverse side of the radio

26. A view of the fuel rails and fuel regulator





27. A view of the engine compartment on the passenger side

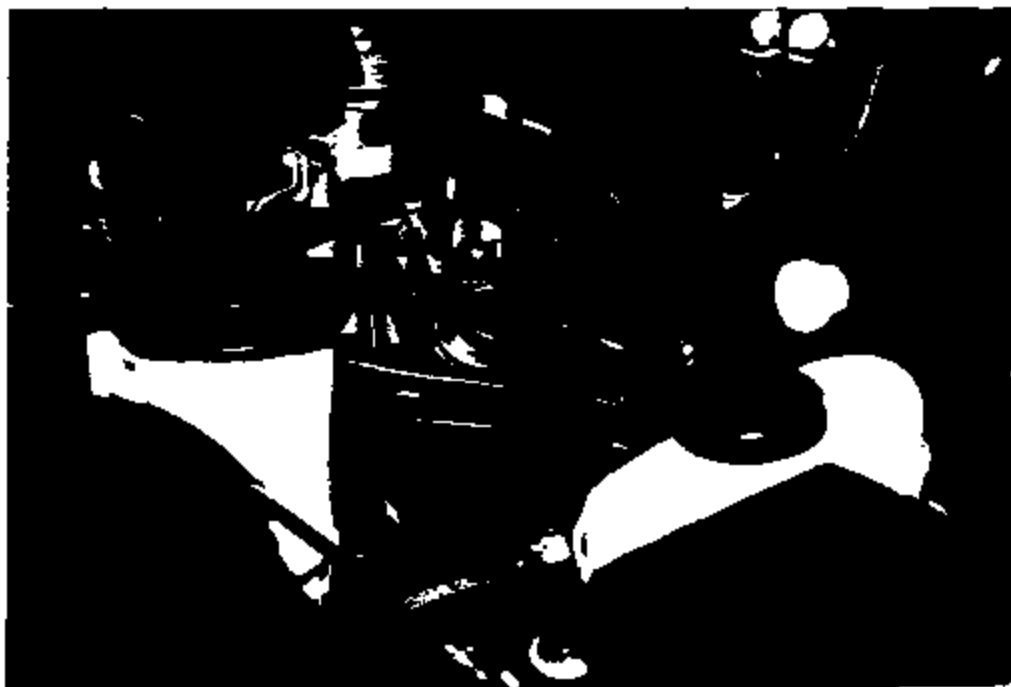
28. A comparison photograph showing the fuel regulator in the left rear of the engine





29. A view of the brake booster and fire wall in the rear of the vehicle engine compartment

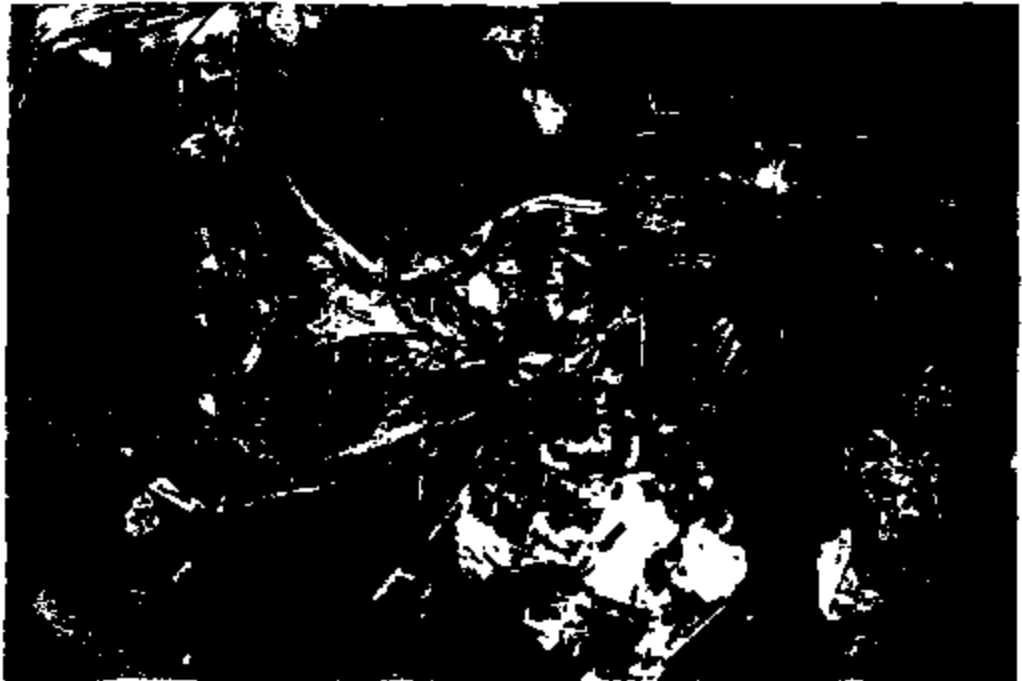
30. A comparison photograph showing the brake fluid reservoir combustible hoses and fuel regulator





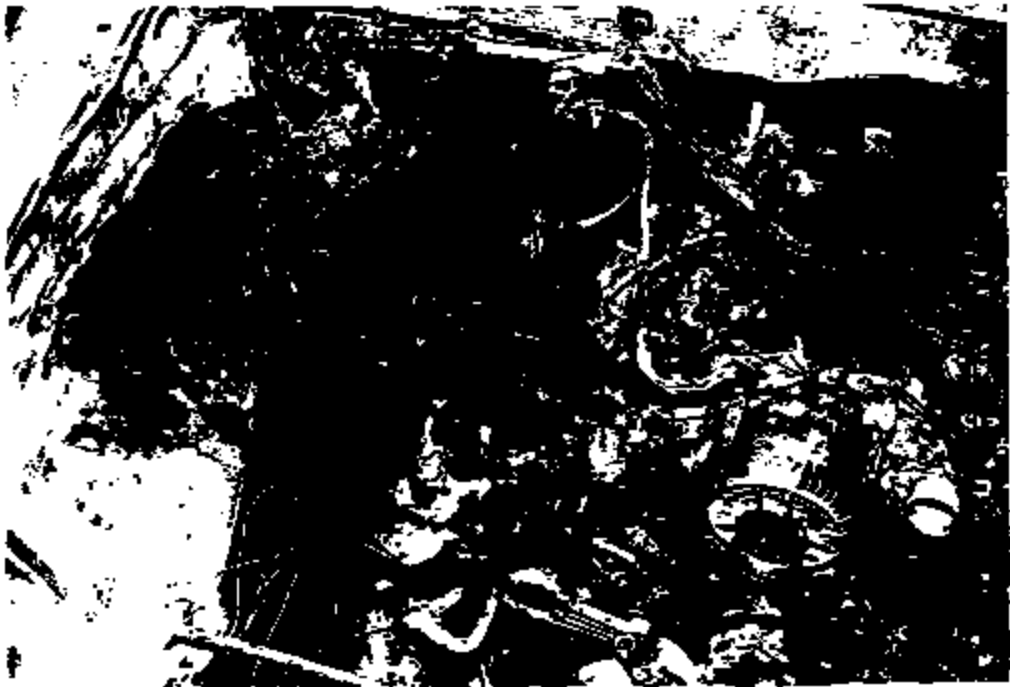
- 31. An overall view of the engine from the passenger side
-
- 32. A comparison photograph showing the passenger side of the engine compartment

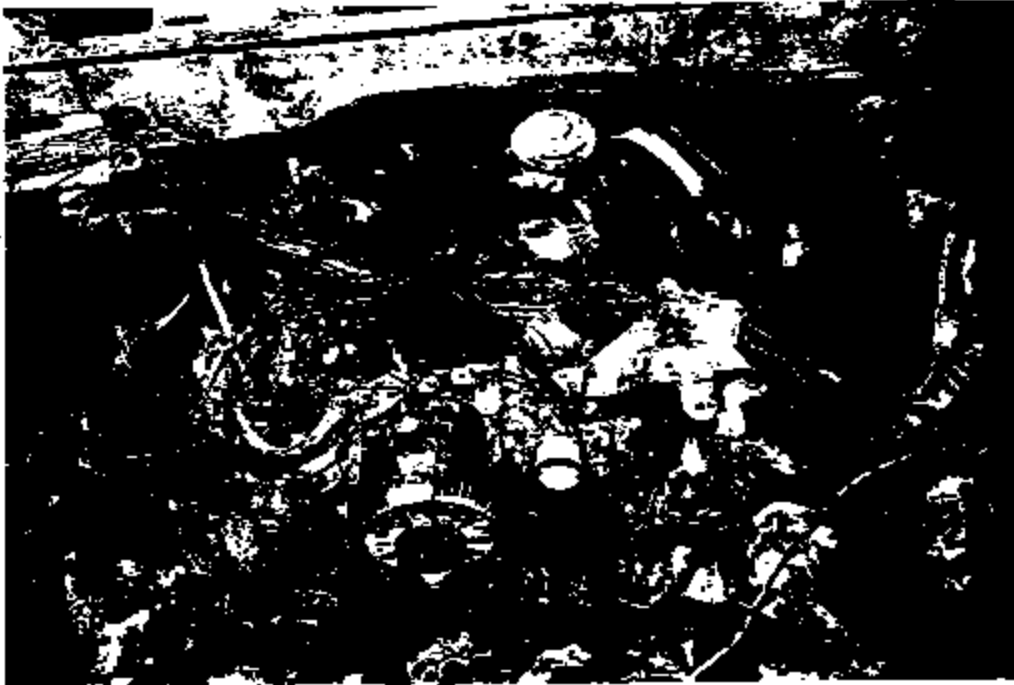




33. Another view of the alternator and battery cables on the passenger side of the engine compartment with no evidence of electrical failure

.....
14. A view from the top down on the passenger side of the engine compartment





35. A view of the engine from the top down

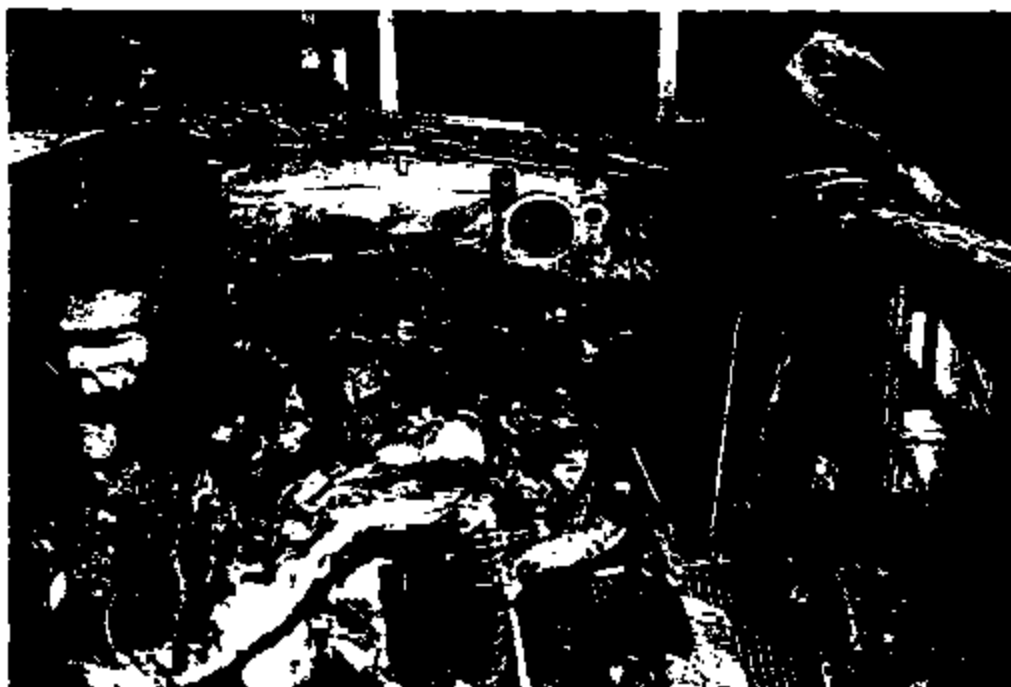
36. A comparison photograph showing the fuel rail on the passenger side of the engine compartment





37. A view of the driver's side of the engine compartment

.....
38. A view of the engine compartment from the passenger side

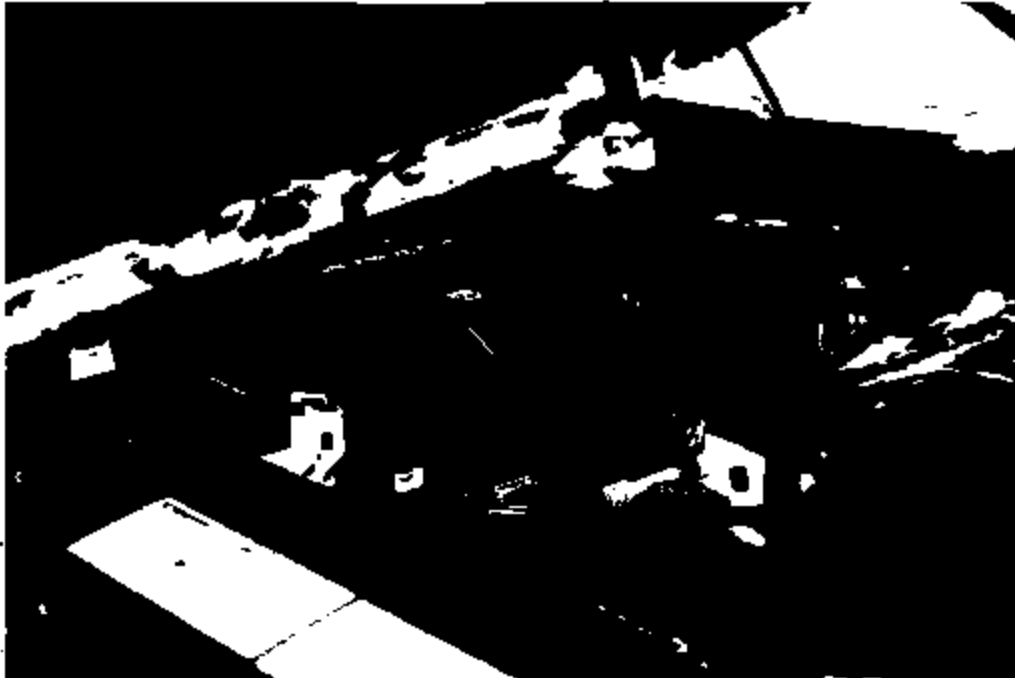




39. A view of the fuel rails and fuel regulator

40. A close-up view of the fuel line connections





41. A comparison photograph showing the location of the battery on the passenger side of the engine compartment

42. A view of the Vehicle Identification Number in the area of the windshield and dash



ENC-885-LC-5576



43. An overall view of the front of the vehicle

44. A view of the left front of the vehicle



ER95-885-LC-3577



45. A view of the driver's side of the vehicle

46. A view of the left rear of the vehicle



ER05-005-LC-0578



47. A view of from rear to front on the driver's side of the vehicle

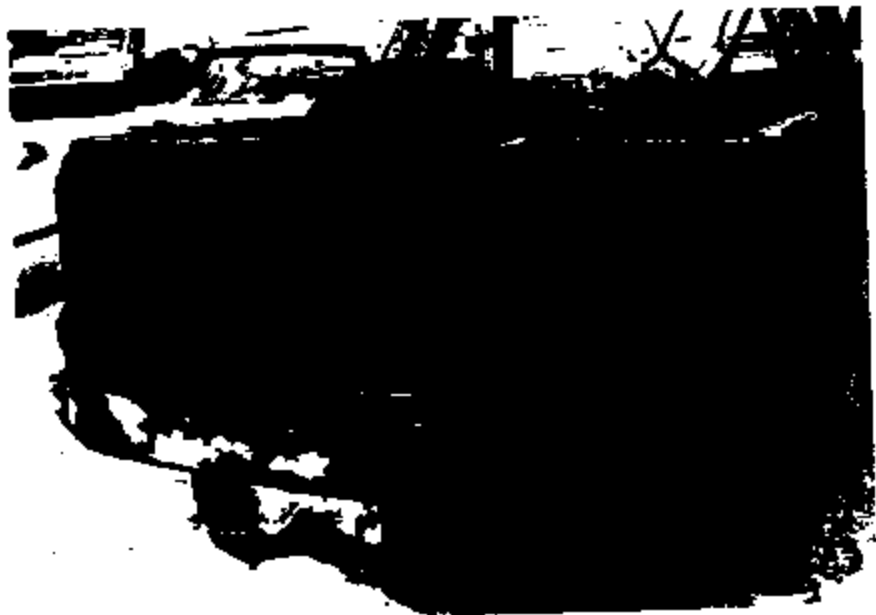
48. A view of the bed of the truck and cab area through the rear window opening



ER05-005-LC-5578



49. An overall view of the cab of the truck with one
of the front seats
.....
50. A view of the rear of the truck

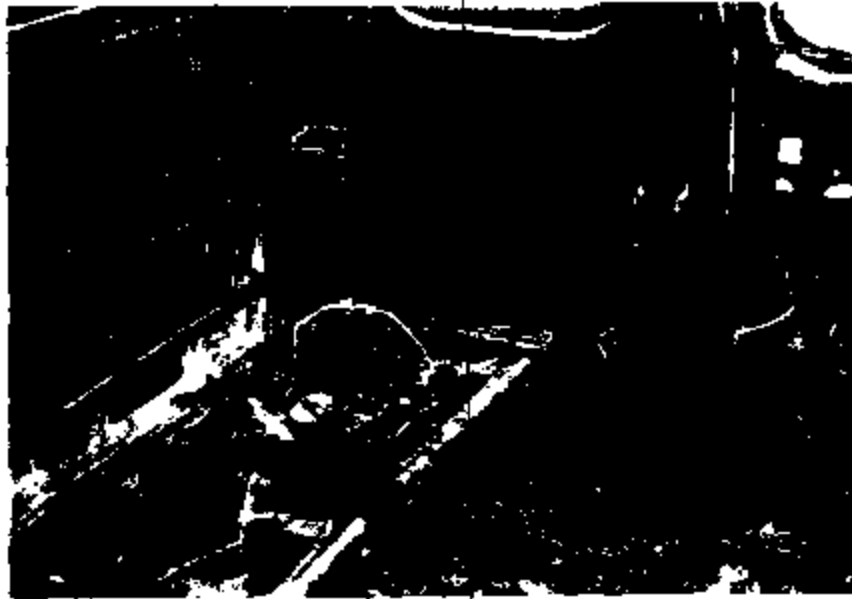




51. A view of the right rear of the truck

52. A view of the passenger side of the truck from the rear





53. A view of the rear passenger compartment

54. A view of the rear passenger compartment





55. A view of the rear passenger compartment

56. A view of the passenger compartment



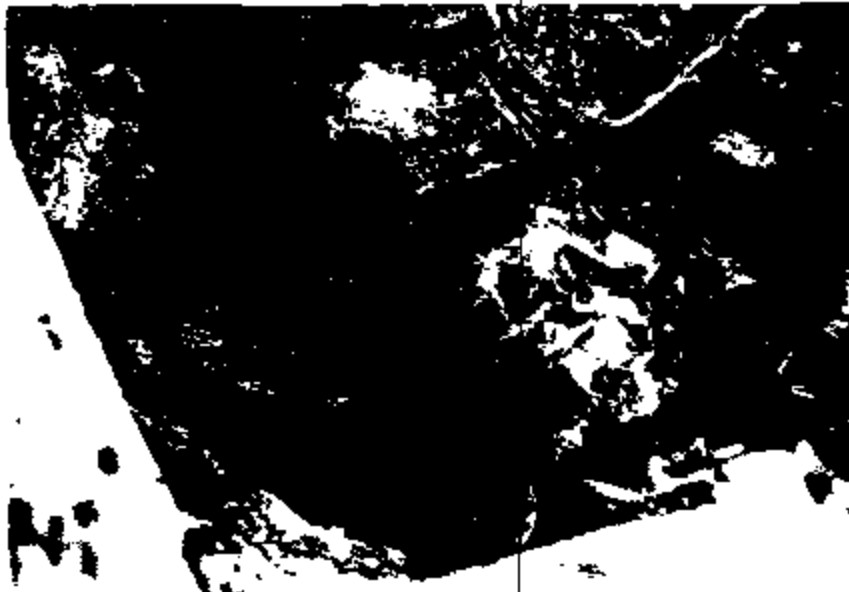
ER25-005-LC-3383



57. A view of the passenger compartment

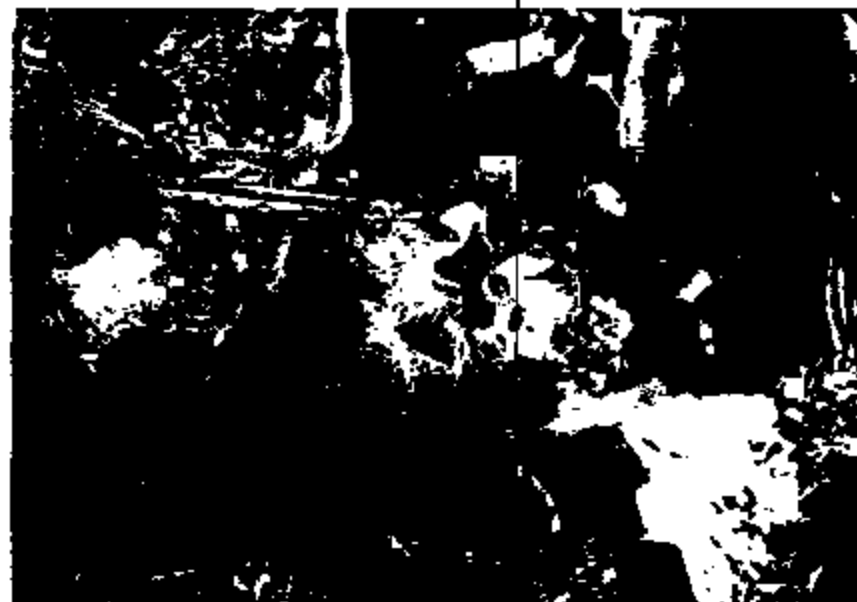
58. A view of the dashboard and steering shaft





59. A view of the right front of the engine compartment

60. A view of the passenger side of the engine compartment





61. An overall view of the passenger side of the engine compartment

62. A view of the front of the engine



62-17-14

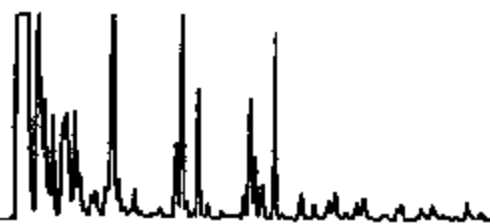
6005-005-LC-0500



63. A view of the driver's side of the engine
compartment

.....

EMC-683-LC-3587



Absolute Analytical, Inc.

1030 North Crooks Road Clawson, Michigan 48017 810.435.5100 810.435.2984 FAX

HERNDON & ASSOCIATES, INC.
585 E. LARNED
DETROIT, MI 48226
ATTN: GARY D. BUCKLEY

RE:	
PURCHASE ORDER	: 97-0110F
PROJECT	: 1997 FORD TRUCK
SAMPLE DESCRIPTION	: EXHAUST SYSTEM COMPONENTS(2)
OTHER DESIGNATION	: VIN: 1FTDX18W7V [REDACTED]
TEST OBJECTIVE	: SYSTEM ANALYSIS
ABSOLUTE LAB I.D.#	: 97.01023.182
DATE REPORTED	: 02/25/97

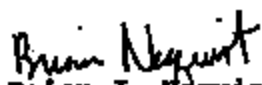
TEST OBJECTIVE:

At your request Absolute Laboratory Inc. has performed sectioning and evaluation the submitted catalytic converters-exhaust components to determine their condition and relation to failure of the automobile. As a part of our examination we have performed evaluation of mechanical, structural component, and condition-function of the system.

Our results are attached along with comments on their significance. If you have questions or require additional testing, please feel free to call on us at your earliest convenience.

Absolute Analytical INC.,


David W. Byrd, M.S.
 Laboratory Director


Brian J. Nequist
 Technician

alterna.0297

CLIENT :HERNDON & ASSOCIATES, INC.
PROJECT :1997 FORD TRUCK
SAMPLE DESCRIPTION :EXHAUST SYSTEM COMPONENTS(2)
ABSOLUTE LAB I.D.# :97.01023.182

1.0 METHODS

1.1 Visual and mechanical disassembly-examination was employed in our evaluation of the catalytic converters function. The exhaust system components were separated and sectioned to expose the internal components.

2.0 RESULTS

2.1 MECHANICAL AND VISUAL INSPECTION

2.1.1 Two exhaust pipes containing the catalytic converter assembly were submitted for inspection. Each exhaust pipe contained a rectangular section and a trapezoidal section.

2.1.2 The rectangular section (size is about 12"x6") was found to contain 2 ceramic-type honeycomb shaped materials (size h=3.125" w=4.75 l=3.25). The surfaces were coated with catalytic material. These sections were found to have good structural integrity.

2.1.3 The trapezoidal sections (with sides of 5"x5"x5"x9") were found to contain a ceramic-type honeycomb shaped material (size h=2.75" w=5.75" l=3.125"), which was covered with an insulation type material. The surfaces were coated with catalytic material. These sections were found to have good structural integrity.

2.1.4 The catalytic honeycombed matrix for each unit was inspected visually for obstructions or irregularities. None of the honeycomb shaped materials (catalytic converters) were clogged.

2.1.5 During our examination of the catalytic converters we found no foreign objects inside or around the converters. There were no signs of liquids inside the catalytic converters. There was also no noticeable gasoline odor inside the catalytic converters.

2.0 DISCUSSION

2.1 Our examination of the submitted exhaust components did not reveal evidence of obstruction or restriction of the systems components.

2.2 The system components were found to have good overall structural integrity. We did not find evidence of improper component assembly.

2.3 We did not find evidence of fuels or odors associated with fuel residues.

8:06:39 PM

04-25-1997

VINassist(R) Version 1.14

(c) by NICE 1991

Law Enforcement Edition

VIN:1FTDX18W7V8

<u>DIGIT</u>	<u>DESCRIPTION</u>	<u>MEANING</u>
1	Country of Origin	UNITED STATES
F	Manufacturer	FORD FORD
T	Vehicle Type	TRUCK
D	Gross Vehicle Weight	5,001 - 6,000 GVWR HYDRAULIC
X18	Series *	F150 4X4 SUPER CAB STYLESIDE
W	Engine	4.6L EFI-30HC V8(R)/14.6L CAT.3406E
7	Check Digit	CHECK DIGIT VALID
V	Year	1997
N	Assembly Plant	NORFOLK, VA
A54563	Sequence Number	IN RANGE

***** VIN Passed Test *****

VIN indicates a 1997 FORD F150 4X4 SUPER CAB STYLESIDE

(c) by NICE, 1991

ER05-005-LC-0390

EBJ

COPY ORIGINAL TO CALENDAR FILE

ENDORSED FILED

LAW OFFICE RICHARD E. BROWN
RICHARD E. BROWN (State Bar #104253)
POB 1420 Alamo, CA 94507
925-295-0700 Phone
925-952-4339 Fax
Attorneys for Plaintiffs

APR 17 2002

APR 15 2002

CLERK OF THE SUPERIOR COURT
By Margaret J. Downie

IN THE SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, RICKY
STOKES, LINDA FULLERTON
Plaintiffs,

FORD MOTOR COMPANY
Defendants.

CASE NO. 02-0651-5

AMENDMENT TO COMPLAINT

Date:
Time:
Dept.: 19

Plaintiffs [redacted] were ignorant of the defendants names and facts
establishing this defendants liability and hereby designate the defendant by a fictitious name.

Defendants true name and facts giving rise to their liability has now been revealed in
Defendant Fords motion for summary judgment and Plaintiff's hereby amend the complaint as
follows:

TRUE NAME FICTITIOUS NAME

MICHAEL STEAD'S HILLTOP FORD DOE I

Date: April 15, 2002

Respectfully submitted,
By: [Signature]
RICHARD E. BROWN
Attorneys for Plaintiff,

PROOF OF SERVICE

I declare that:

I am a resident of County of Contra Costa, State of California. I am over the age of 18 years and not a party to the foregoing action. My business address is POB 1420 Alamo, CA, 94507.

On April 15, 2002 I served the following documents, AMENDMENT TO COMPLAINT on the said parties in said action by placing true copies thereof in a sealed envelope addressed as follows:

1.

Mr. EUGENE BROWN, JR., ESQ.
FILICE BROWN EASSA & McCLEOD
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel 510-444-3131 Fax 510-839-7940

Mr. DAVID V. ROTH, ESQ.
CHOLAKIAN & ASSOCIATES
5 Thomas Mellon Circle, Ste. 105
San Francisco, CA 94134
Tel 415-467-8200 Fax 415-467-8206

By Facsimile machine (FAX). By personally transmitting a true copy thereof via an electronic facsimile machine between the hours of 9:00 a.m. and 5:00 p.m. to

By Mail. I am readily familiar with this office's business practices of collection and processing of correspondence for mailing with the United States Postal Service and this document, with postage fully prepaid, will be deposited with the United States Postal Service this date in the ordinary course of business.

By Personal Service. By personally delivering true copies thereof to the office of the addressee above.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 15, 2002, California.


Richard E. Brown

ATTORNEY (OR PARTY WITHOUT ATTORNEY) NAME AND ADDRESS Lawrence B. Brown 142203 510.233.4400 Attorney at Law 54 Railroad Avenue Point Richmond, CA 94801 ATTORNEY FOR (NAME)		COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY OCT 31 2000 CLERK OF THE SUPERIOR COURT By Pamela Proffitt
COURT NAME OF COURT, JUDICIAL DISTRICT OR BRANCH COURT, FILING, AND POST OFFICE AND STREET ADDRESS SUPERIOR COURT COUNTY OF ALAMEDA UNLIMITED CIVIL JURISDICTION 1725 Fallon Street, Room 209 Oakland, CA 94612		
PLAINTIFF: [REDACTED]		
DEFENDANT: FORD MOTOR COMPANY		
<input checked="" type="checkbox"/> DOES TO <u>20</u>		
COMPLAINT—Personal Injury, Property Damage, Wrongful Death <input checked="" type="checkbox"/> MOTOR VEHICLE <input type="checkbox"/> OTHER (specify): Product Liability <input checked="" type="checkbox"/> Property Damage <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other Damages (specify):		CASE NUMBER: <u>832651-5</u> 832652-6

1. This pleading, including attachments and exhibits, consists of the following number of pages: 7

2. a. Each plaintiff named above is a competent adult

- Except plaintiff (name):
- a corporation qualified to do business in California
 - an unincorporated entity (describe):
 - a public entity (describe):
 - a minor an adult
 - for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - other (specify):
 - other (specify):

- Except plaintiff (name):
- a corporation qualified to do business in California
 - an unincorporated entity (describe):
 - a public entity (describe):
 - a minor an adult
 - for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - other (specify):
 - other (specify):

b. Plaintiff (name):
is doing business under the fictitious name of (specify):

and has complied with the fictitious business name laws.

c. Information about additional plaintiffs who are not competent adults is shown in
Complete—Attachment 2c. (Continued)

COMPLAINT—Personal Injury, Property Damage, Wrongful Death

3. a. Each defendant named above is a natural person

Except defendant (name):
FORD MOTOR COMPANY

- a business organization, form unknown
- a corporation
- an unincorporated entity (describe):
- a public entity (describe):
- other (specify):

Except defendant (name):

- a business organization, form unknown
- a corporation
- an unincorporated entity (describe):
- a public entity (describe):
- other (specify):

Except defendant (name):

- a business organization, form unknown
- a corporation
- an unincorporated entity (describe):
- a public entity (describe):
- other (specify):

Except defendant (name):

- a business organization, form unknown
- a corporation
- an unincorporated entity (describe):
- a public entity (describe):
- other (specify):

b. The true names and capacities of defendants sued as Does are unknown to plaintiff.

- c. Information about additional defendants who are not natural persons is contained in Complaint—Attachment 3c.
- d. Defendants who are joined pursuant to Code of Civil Procedure section 382 are (name):

4. Plaintiff is required to comply with a choice statute, and

- a. plaintiff has complied with applicable choice statute, or
- b. plaintiff is excused from complying because (specify):

5. This court is the proper court because

- at least one defendant now resides in its jurisdictional area.
- the principal place of business of a corporation or unincorporated association is in its jurisdictional area.
- injury to person or damage to personal property occurred in its jurisdictional area.
- Other (specify):

6. The following paragraphs of this complaint are alleged on information and belief (specify paragraph numbers):

SHORT TITLE

v. Ford Motor Co.

CASE NUMBER:

COMPLAINT—Personal Injury, Property Damage, Wrongful Death (Continued)

Page 5000

7. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
 listed in Complaint—Attachment 7 as follows:

8. Plaintiff has suffered

- | | |
|---|--|
| <input checked="" type="checkbox"/> wage loss | <input checked="" type="checkbox"/> loss of use of property |
| <input checked="" type="checkbox"/> hospital and medical expenses | <input checked="" type="checkbox"/> general damage |
| <input checked="" type="checkbox"/> property damage | <input checked="" type="checkbox"/> loss of earning capacity |
| <input checked="" type="checkbox"/> other damage (specify): | |

Prejudgment interest as allowed by statute

9. Relief sought in this complaint is within the jurisdiction of this court.

10. PLAINTIFF PRAYS

For judgment for costs of suit; for each relief as is fair, just, and equitable; and for

- compensatory damages
 (Superior Court) according to proof.

(Municipal and Justice Court) in the amount of \$ _____

- other (specify):

Prejudgment interest as statutorially allowed

11. The following causes of action are attached and the statements above apply to each: (Each complaint must have one or more causes of action attached.)

- Motor Vehicle
 General Negligence
 Intentional Tort
 Products Liability
 Premises Liability
 Other (specify):

LAWRENCE A. BRONX, ESQ.

(Type or print name)

(Signature of plaintiff's attorney)

SHORT TITLE [REDACTED] v. Ford Motor Co.	CASE NUMBER
---	-------------

FIRST
(number)

CAUSE OF ACTION—Products Liability

Page FOUR

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff (name): [REDACTED]

Prod.L-1. On or about (date): 11-14-99, the plaintiff was injured by the following product:
FORD F-350 SUPER DUTY PICKUP TRUCK

Prod.L-2. Each of the defendants knew the product would be purchased and used without inspection for defects. The product was defective when it left the control of each defendant. The product at the time of injury was being
 used in the manner intended by the defendants
 used in a manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod.L-3. Plaintiff was a
 purchaser of the product. user of the product.
 bystander to the use of the product. other (specify):

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod.L-4. Count One—Strict liability of the following defendants who
 a. manufactured or assembled the product (name): FORD MOTOR COMPANY
 Done 1 to 20
 b. designed and manufactured component parts supplied to the manufacturer (name): FORD MOTOR COMPANY
 Done 1 to 20
 c. sold the product to the public (name): FORD MOTOR COMPANY
 Done 1 to 20

Prod.L-5. Count Two—Negligence of the following defendants who owed a duty to plaintiff (name): FORD MOTOR COMPANY
 Done 1 to 20

Prod.L-6. Count Three—Breach of warranty by the following defendant (name): FORD MOTOR COMPANY
 Done 1 to 20

a. who breached an implied warranty
 b. who breached an express warranty which was
 written oral

Prod.L-7. The defendants who are liable to plaintiff for other reasons and the reasons for the liability are
 listed in Attachment—Prod.L-7 as follows:

Form Approved by the
Federal Council of Economic
Education, January 1, 1982
Public Law 97-35

CAUSE OF ACTION—Products Liability



0201 000 14

SHORT TITLE:

v. Ford Motor Co.

CASE NUMBER:

20000
(Number)

CAUSE OF ACTION—General Negligence

Page FIVE

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

GN-1, Plaintiff (name: [REDACTED])

Alleges that defendant (name): FORD MOTOR COMPANY

Does 2 to 10

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date) 11-14-99,

at (place) State Highway 80, Richmond, California

(Description of reasons for liability):

Defendant had a duty to safely design, manufacture assemble, distribute, and sell a product that was safe for use and free from defects. Defendant breached said duty by negligently designing, manufacturing, assembling, distributing and selling a defective product, specifically Plaintiff FULLERTON'S 1997 FORD F-150 Pickup truck. Said truck was unsafe for use, and as a result of said negligence, Plaintiff's truck caught fire resulting in a total loss of vehicle. As a further result and proximate cause of the negligence of defendant, Plaintiff suffered personal injuries and other damages, the extent of which are unknown at this time.

Form Approved by the
Federal Council of Economic
Education January 1, 1962
24-582 (a)

CAUSE OF ACTION—General Negligence

CEB

CCP 496.12

ENG-885-LC-9597

SHORT TITLE:

v. Ford Motor Co.

CASE NUMBER:

THIRD

CAUSE OF ACTION—Products Liability

Page SIX

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Plaintiff (name):

Prod.L-1. On or about 1-16-99, plaintiff was injured by the following product:
1997 FORD PICKUP TRUCK

Prod.L-2. Each of the defendants knew the product would be purchased and used without inspection for defects. The product was defective when it left the control of each defendant. The product at the time of injury was being

- used in the manner intended by the defendants.
- used in a manner that was reasonably foreseeable by defendants as involving a substantial danger not readily apparent. Adequate warnings of the danger were not given.

Prod.L-3. Plaintiff was a

- purchaser of the product.
- bystander to the use of the product.
- user of the product.
- other (specify):

PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWING:

Prod.L-4. Count One—Strict liability of the following defendants who

a. manufactured or assembled the product (name): FORD MOTOR COMPANY

Done 1 to 20

b. designed and manufactured component parts supplied to the manufacturer (name): FORD MOTOR COMPANY

Done 1 to 20

c. sold the product to the public (name): FORD MOTOR COMPANY

Done 1 to 20

Prod.L-5. Count Two—Negligence of the following defendants who owed a duty to plaintiff (name): FORD MOTOR COMPANY

Done 1 to 20

Prod.L-6. Count Three—Breach of warranty by the following defendants (name): FORD MOTOR COMPANY

Done 1 to 20

- who breached an implied warranty.
- who breached an express warranty which was
 - written
 - oral

Prod.L-7. The defendants who are liable to plaintiff for other reasons and the reasons for the liability are
 listed in Attachment—Prod.L-7 as follows:

Print Agreement by the
Judge, Council of Judges
Effective January 1, 1988
CJ-100108

CAUSE OF ACTION—Products Liability

CEB

CCP-48.12

EROS-885-LC-5588

SHORT TITLE:

v. Ford Motor Co.

CASE NUMBER:

FOURTH
(Number)

CAUSE OF ACTION—General Negligence

Page SEVEN

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

Part 1, Plaintiff Name

alleges that defendant named FORD MOTOR COMPANY

Does 11 to 20

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on about 11-14-99

at about State Highway 80, Richmond, California

(Description of reasons for liability:

Defendant had a duty to safely design, manufacture assemble, distribute, and sell a product that was safe for use and free from defects.

Defendant breached said duty by negligently designing, manufacturing, assembling, distributing and selling a defective product, specifically

Plaintiff [redacted] 1997 FORD F-150 Pickup truck. Said truck was unsafe for use, and as a result of said negligence, Plaintiff's truck caught fire resulting in a total loss of vehicle. As a further result and proximate cause of the negligence of defendant, plaintiff suffered other economic damages, the extent of which are unknown at this time.

Form Approved by the
Federal Bureau of Investigation
March 2000, January 1, 1992
Rev. 9/91, 1/92

CAUSE OF ACTION—General Negligence

CEB

CCF 42L12

FORM-605-LC-5389

TRAFFIC COLLISION REPORT

J. Flood 1436425

SPECIAL CONDITIONS		NO. OF VEHICLES INVOLVED 2	NO. OF INJURED 0	CITY RICHMOND	JUDICIAL DISTRICT 3RD SUPERIOR	NUMBER 11 193
		NO. OF VEHICLES INVOLVED 0	NO. OF INJURED 0	COUNTY CONTRA COSTA	DIST 83	OFFICER 014
COLLISION OCCURRED ON: I-80 E/B (EASTSHORE FWY)		MO 11	DAY 14	YEAR 99	TIME/CHAS 1718	NO. OF OFFICER 9370
MILEPOST INFORMATION		DAY OF WEEK SUNDAY		TOW AWAY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PROCEDURES BY:	
AT INTERSECTION WITH ON OR 200 feet W of HILLTOP DR O/C		STATE HWY NO. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
PARTY 1	DRIVER'S LICENSE NUMBER	STATE CA	CLASS C	SAFETY G	VEH YR 97	MAKE/MODEL/COLOR FORD F150 RED
DRIVER	NAME (FIRST, MIDDLE, LAST)	OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS	OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER				
PARKED VEHICLE	CITY/STATE/ZIP ALBANY CA	DISPO OF VEHICLE ON ORDER OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
SEX	HAI	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
OTHER	HOME PHONE	BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER:		
	() NONE	() NONE		CHP USE ONLY VEHICLE TYPE	DESCRIBE VEHICLE DAMAGE	GRADE IN DAMAGE
INSURANCE CARRIER	POLICY NUMBER	STATE FARM		22	<input checked="" type="checkbox"/> NONE <input type="checkbox"/> MINOR	<input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER
DR TRV	ON STREET OR HIGHWAY	SPEED LIMIT		CA	DOT	
E	I-80	65		CAL-T	TOP/SC	MCT/MR
PARTY 2	DRIVER'S LICENSE NUMBER	STATE CA	CLASS C	SAFETY G	VEH YR 97	MAKE/MODEL/COLOR FORD WINDSTAR TAN
DRIVER	NAME (FIRST, MIDDLE, LAST)	OWNER'S NAME <input checked="" type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS	OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER				
PARKED VEHICLE	CITY/STATE/ZIP RICHMOND CA	DISPO OF VEHICLE ON ORDER OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
SEX	HAI	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
OTHER	HOME PHONE	BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER:		
	(510) 223-2608	() NONE		CHP USE ONLY VEHICLE TYPE	DESCRIBE VEHICLE DAMAGE	GRADE IN DAMAGE
INSURANCE CARRIER	POLICY NUMBER	PROGRESSIVE		01	<input checked="" type="checkbox"/> NONE <input type="checkbox"/> MINOR	<input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER
DR TRV	ON STREET OR HIGHWAY	SPEED LIMIT		CA	DOT	
E	I-80	65		CAL-T	TOP/SC	MCT/MR
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	SAFETY	VEH YR	MAKE/MODEL/COLOR
DRIVER	NAME (FIRST, MIDDLE, LAST)	OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS	OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER				
PARKED VEHICLE	CITY/STATE/ZIP	DISPO OF VEHICLE ON ORDER OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
SEX	HAI	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
OTHER	HOME PHONE	BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER:		
	() NONE	() NONE		CHP USE ONLY VEHICLE TYPE	DESCRIBE VEHICLE DAMAGE	GRADE IN DAMAGE
INSURANCE CARRIER	POLICY NUMBER				<input type="checkbox"/> NONE <input type="checkbox"/> MINOR	<input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER
DR TRV	ON STREET OR HIGHWAY	SPEED LIMIT		CA	DOT	
				CAL-T	TOP/SC	MCT/MR
PREPARED BY	DISPATCH NOTIFIED	REVIEWED BY	DATE REVIEWED			
FLOOD, S	014477	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	11-29-99			

TRAFFIC COLLISION CODING

4-8

DATE OF ORIGINAL INCIDENT: 11 - 14 - 99
 COUNTY: 1-3
 NCIC NUMBER: 9370
 OFFICER: 014-7
 NUMBER: 11 193

PROPERTY: OWNERS NAME/ADDRESS
 DAMAGE: DESCRIPTION OF DAMAGE

SEATING POSITION	OCCUPANTS	SAFETY EQUIPMENT	JAC BICYCLE - HELMET	EJECTED FROM VEH
1 - DRIVER 2 - PASSENGERS 3 - STA. WREN BRAK 4 - SE. OCC. TRK. OR VEH 5 - POSITION UNKNOWN 6 - OTHER	A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER BARNER USED F - SHOULDER BARNER NOT USED	L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER O - NOT REQUIRED P - CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE NOT UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	DRIVER V - NO W - YES PASSENGER X - NO Y - YES	0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN

ITEMS MARKED BELOW WHICH ARE FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE

PRIMARY COLLISION FACTOR LEFT MEMBER OR PARTY AT FAULT	TRAFFIC CONTROL DEVICES			TYPE OF VEHICLE			MOVEMENT PRECEDING COLLISION			
	1	2	3	1	2	3	1	2	3	
A VC SECTION VIOLATED: CITED	A CONTROLS FUNCTIONING			A PASSENGER CARS/TL. W/CR.					A STOPPED	
B OTHER VIOLATED DRIVING	B CONTROLS NOT FUNCTIONING*			B PASSENGER CAR W/ TRAILER		X			B PROCEEDED STRAIGHT	
X C OTHER THAN DRIVER*	C CONTROLS OVERRIDDEN			C MOTORCYCLE/SCOOTER					C RAN OFF ROAD	
D UNKNOWN*	D NO CONTROLS PRESENT/FACTUR			D PICKUP OR PANEL TRUCK					D MAKING RIGHT TURN	
E FULL ASLEEP*	TYPE OF COLLISION			E PICKUP/PANEL TRK. W/TLR.					E MAKING LEFT TURN	
WEATHER MARK 1 TO 10 ITEMS				A HEAD-ON					F MAKING U TURN	
A CLEAR	B SIDEWIND			B SCHOOL BUS					G SLIDING	
X B CLOUDY	C REAR END			C OTHER BUS					H SLOWING/STOPPING	
C RAINING	D MID-OBSIDE	X		I OTHER BUS					I PASSING OTHER VEHICLE	
D SNOWING	E HIT OBJECT			J EMERGENCY VEHICLE					J CHANGING LANES	
E FOG/VEHICULARITY	F OVERTURNED			K HWY. CONST. EQUIPMENT					K PARKING MANEUVER	
F OTHER*	G VEHICLE/PEDESTRIAN			L BICYCLE					L ENTERING TRAFFIC	
G WIND	H OTHER*			M OTHER VEHICLE					M OTHER UNSAFE TURNING	
LIGHTING				I MOTOR VEHICLE INVOLVED WITH					N CROSSING OPPOSING LANE	
A DAYLIGHT	A NON-COLLISION			J SCRPED					O PARKED	
B DARK - DARK	B PEDESTRIAN			OTHER ASSOCIATED FACTOR MARK 1 TO 10 ITEMS					P SWINGING	
C DARK - STREET LIGHTS	C OTHER MOTOR VEHICLE		1 2 3	A VC SECTION VIOLATION: CITE					Q TRAVELING WRONG WAY	
X D DARK - NO STREET LIGHTS	D MOTOR VEH ON OTHER ROADWAY			B VC SECTION VIOLATION: CITE					R OTHER - SEE NARRATIVE	
E DARK - STREET LIGHTS NOT FUNCTION	E PARKED MOTOR VEHICLE									
ROADWAY SURFACE				F TRAIN						
X A DRY	G BICYCLE									
B WET	H ANIMAL									
C SNOWY - Icy	I POOD OBJECT									
D SLIPPERY (MUDDY, OILY, ETC.)	J OTHER OBJECT									
ROADWAY CONDITIONS MARK 1 TO 3 ITEMS				PEDESTRIAN'S ACTIONS						
A HOLES, DEEP RUTS*	X A NO PEDESTRIAN INVOLVED									
B LOOSE MATERIAL ON ROADWAY*	B CROSSING IN XWALK INTERSECTION									
C OBSTRUCTION ON ROADWAY*	C CROSSING IN XWALK NOT AT INTERSECTION									
D CONSTRUCTION - REPAIR JOBE	D CROSSING NOT IN CROSWALK									
E REDUCED ROADWAY WIDTH	E IN ROAD - INCLUDES SHOULDER									
F FLOODED*	F NOT IN ROAD									
G OTHER*	G APPROACHING/LEAVING SCHOOL BUS	X								
X H NO UNUSUAL CONDITIONS										

SKETCH: _____

RECOR LAMBOUS: _____

INJURED WITNESSES/PASSENGERS

DATE OF COLLISION 11 - 14 - 99		TIME/CAMP 1:20		VEHICLE NUMBER 9370		OFFICER I.D. 01477		NUMBER 11 193								
EXTENT OF INJURY ('X' ONE)		INJURED WAS ('X' ONE)														
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VEHICLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	FED.	STATE	OTHER	PARTY NUMBER	SEAT BELT	SAFETY EQUIP.	EFFECT
		55	M				X	X					2	1	G	0

NAME AND ADDRESS: [REDACTED] TELEPHONE: [REDACTED]
 [REDACTED] RICHMOND, CA [REDACTED]

(INJURED ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO:
 WILL SEEK OWN AID
 DESCRIBE INJURIES:
 COMPLAINT OF PAIN TO LOWER BACK

<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																
							X		X				2	4	G	0

NAME AND ADDRESS: [REDACTED] TELEPHONE: [REDACTED]
 H-SAME AS PARTY #2, , ,

(INJURED ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO:
 WILL SEEK OWN AID
 DESCRIBE INJURIES:
 COMPLAINT OF PAIN TO NOSE

<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																
							X						2	3	G	

NAME AND ADDRESS: [REDACTED] TELEPHONE: [REDACTED]
 H-SAME AS PARTY #2, , ,

(INJURED ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO:
 DESCRIBE INJURIES:

<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																
							X						2	5	G	

NAME AND ADDRESS: [REDACTED] TELEPHONE: [REDACTED]
 H-SAME AS PARTY #2, , ,

(INJURED ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO:
 DESCRIBE INJURIES:

<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																
							X						2	7	G	

NAME AND ADDRESS: [REDACTED] TELEPHONE: [REDACTED]
 H-SAME AS PARTY #2, , ,

(INJURED ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO:
 DESCRIBE INJURIES:

<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED										
PREPARED NAME FLOOD, S	LD NUMBER 014477	MO. DAY YR. 11-14-99	REVERSE NAME	MO. DAY YR.						

INJURED/WITNESSES/PASSENGERS

DATE OF COLLISION 11 - 14 - 99				TIME/PM 17:18		NOC NUMBER 9370		OFFICER I.D. 014477			NUMBER 11 193					
EXTENT OF INJURY ('X' ONE)				INJURED WAS ('X' ONE)								PARTY NUMBER	SEAT POS.	SAFETY EQUIP.	EJECTED	
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BIKE	OTHER	2	7	G	
	X															

NAME D.O.B. ADDRESS: [REDACTED] TELEPHONE: [REDACTED]

H-SAME AS PARTY #2, , ,

(DRIVER ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO: [REDACTED]

DESCRIBE INJURIES: [REDACTED]

VICTIM OF VIOLENT CRIME NOTIFIED

1		45	M													
---	--	----	---	--	--	--	--	--	--	--	--	--	--	--	--	--

NAME D.O.B. ADDRESS: [REDACTED] TELEPHONE: [REDACTED]

[REDACTED] ODBO, CA, [REDACTED]

(DRIVER ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO: [REDACTED]

DESCRIBE INJURIES: [REDACTED]

VICTIM OF VIOLENT CRIME NOTIFIED

NAME D.O.B. ADDRESS: [REDACTED] TELEPHONE: [REDACTED]

(DRIVER ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO: [REDACTED]

DESCRIBE INJURIES: [REDACTED]

VICTIM OF VIOLENT CRIME NOTIFIED

NAME D.O.B. ADDRESS: [REDACTED] TELEPHONE: [REDACTED]

(DRIVER ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO: [REDACTED]

DESCRIBE INJURIES: [REDACTED]

VICTIM OF VIOLENT CRIME NOTIFIED

NAME D.O.B. ADDRESS: [REDACTED] TELEPHONE: [REDACTED]

(DRIVER ONLY) TRANSPORTED BY: [REDACTED] TAKEN TO: [REDACTED]

DESCRIBE INJURIES: [REDACTED]

VICTIM OF VIOLENT CRIME NOTIFIED

PREPARER'S NAME FLOOD, S	LO NUMBER 014477	MO. DAY YR. 11-14-99	REVIEWER'S NAME	MO DAY YR.
-----------------------------	---------------------	-------------------------	-----------------	------------

DATE OF INCIDENT

TIME

NCIC NUMBER

OFFICER I.D.

NUMBER

11/14/99

1718

9370

014477

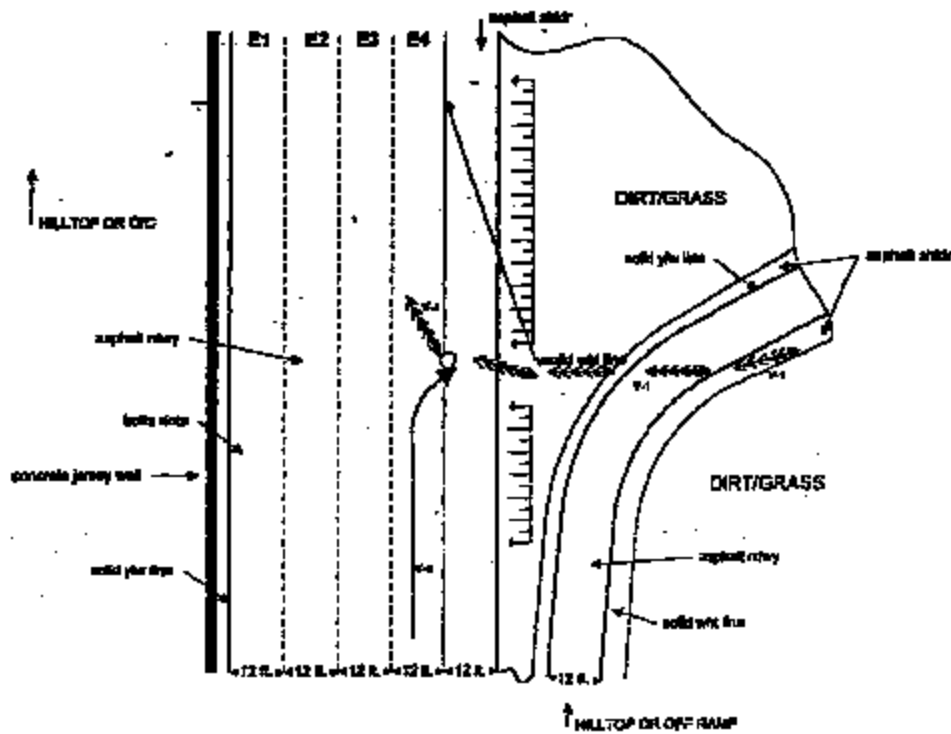
11 193

SKETCH

Field To Scale



I-80 E/B (EASTSHORE FWY)



2
3

DEC 14 1999

PREPARER'S NAME
S FLOOD

I.D. NUMBER
014477

DATE
11/14/99

REVIEWER'S NAME

DATE

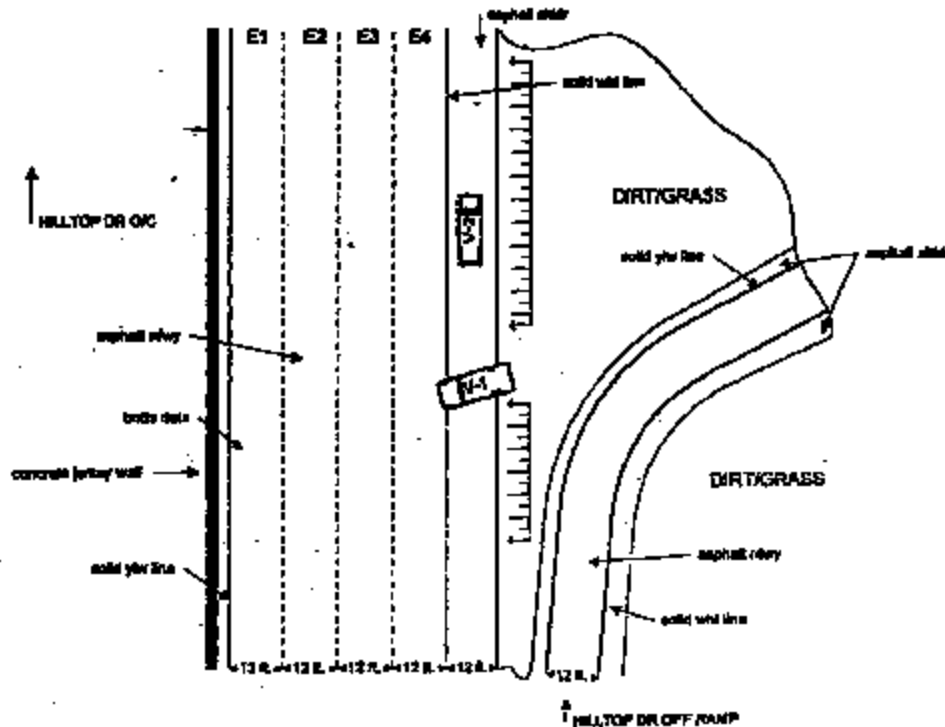
DATE OF INCIDENT
11/14/99TIME
1718NCIC NUMBER
9370OFFICER I.D.
014477NUMBER
11 193

FACTUAL DIAGRAM

Site Location



I-80 E/B (EASTSHORE FWY)



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VEHICLE POINTS OF REST:

VEHICLE #1

R/F TIRE 165' W/W EDGE OF THE HILLTOP DR O/C AND 1' S/S RDWY EDGELINE OF I-80 E/B.

R/R TIRE 163' W/W EDGE OF THE HILLTOP DR O/C AND 9' S/S RDWY EDGELINE OF I-80 E/B.

VEHICLE #2

R/F TIRE 105' W/W EDGE OF THE HILLTOP DR O/C AND 7' S/S RDWY EDGELINE OF I-80 E/B.

R/R TIRE 113' W/W EDGE OF THE HILLTOP DR O/C AND 7' S/S RDWY EDGELINE OF I-80 E/B.

RECEIVED

DEC 14 1999

HILLTOP DR

PREPARER'S NAME
S FLOODI.D. NUMBER
014477DATE
11/14/99

REVIEWER'S NAME

DATE

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/14/99	1718	9370	01477	11 193

FACTS:

NOTIFICATION: I WAS DISPATCHED TO A CALL OF A MINOR INJURY TRAFFIC COLLISION AT 1730 HOURS. I RESPONDED FROM HILLTOP PARK AND RIDE AND ARRIVED ON SCENE AT 1733 HOURS. ALL TIMES, SPEEDS AND MEASUREMENTS IN THIS INVESTIGATION ARE APPROXIMATE. MEASUREMENTS WERE TAKEN BY ESTIMATION, EXCEPT WHERE OTHERWISE INDICATED.

SCENE: AT THE SCENE OF THIS COLLISION, I-80 E/B IS AN EASTBOUND FREEWAY CONSISTING OF FOUR LANES. THE ROADWAY IS STRAIGHT AND LEVEL. THE SURFACE IS COMPOSED PRIMARILY OF ASPHALT. SEE DIAGRAM.

PARTIES:

PARTY # 1 (P-1, STOKES) WAS LOCATED STANDING ON THE DIRT EMBANKMENT AND E/OF THE SCENE. P-1 WAS IDENTIFIED BY A VALID CALIFORNIA DRIVER'S LICENSE.

VEHICLE #1 (V-1, FORD) WAS LOCATED ON THE RIGHT SHOULDER AND PARTIALLY BLOCKING THE #4 LANE. V-1 WAS FULLY ENGLUFED IN FIRE AND ON ITS WHEELS. V-1 SUSTAINED MINOR DAMAGE TO ITS L/R SIDE AS A RESULT OF THE COLLISION. PRIOR TO THE COLLISION V-1 CAUGHT FIRE AND WAS OUT OF CONTROL.

PARTY # 2 (P-2, ALBICAL) WAS LOCATED STANDING ON THE DIRT EMBANKMENT AND E/OF THE SCENE. P-2 WAS IDENTIFIED BY A VALID CALIFORNIA DRIVER'S LICENSE.

VEHICLE #3 (V-2, FORD) WAS LOCATED ON ITS WHEELS AS SHOWN ON THE FACTUAL DIAGRAM. V-2 SUSTAINED MODERATED DAMAGE TO ITS L/F TIRE AND SIDE.

PHYSICAL EVIDENCE: PHYSICAL EVIDENCE CONSISTED OF THE CORRESPONDING DAMAGE TO THE INVOLVED VEHICLES.

STATEMENTS:

PARTY # 1 (P-1, STOKES) RELATED THAT HE WAS DRIVING V-1(FORD) E/B I-80 IN THE SLOW LANE WHEN V-1 BEGAN TO BREAK DOWN. P-1 STATED THAT HE ACTIVATED V-1'S HAZARD LIGHTS AND BEGAN TO EXIT THE FREEWAY AT HILLTOP DR. P-1 STATED THAT AS HE WAS EXITING HE NOTICED FIRE AND SMOKE COMING FROM THE ENGINE COMPARTMENT OF V-1. P-1 STATED HE STEERED V-1 TO THE RIGHT SHOULDER OF THE OFF-RAMP AND JUMPED OUT OF V-1, (FEARING FOR HIS SAFETY). P-1 STATED HE WAS AFRAID THE VEHICLE WAS GOING TO BLOW UP AND HE BEGAN TO MOVE AWAY FROM IT. P-1 STATED THAT V-1 BEGAN TO ROLL BACKWARDS AND INTO THE DIRT FIELD, HEADING TOWARD E/B I-80. P-1 STATED HE ATTEMPTED TO CATCH UP TO V-1 AND SET THE PARKING BRAKE, BUT WAS UNSUCCESSFUL DUE TO THE FIRE.

PARTY # 2 (P-2, ALBICAL) RELATED THAT HE WAS DRIVING V-2 E/B I-80 IN THE #4 LANE AT 60 MPH WHEN V-1 CAME DOWN THE HILL FROM HIS RIGHT AND DIRECTLY INTO THE

PREPARER'S NAME	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
S FLOOD	01477	11/14/99		

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D. NUMBER
11/14/99	1718	9370	014477

11 193

1 LANE IN FRONT OF HIM. P-3 STATED THAT THE VEHICLE WAS ON FIRE AND THAT HE
2 STEERED V-2 SHARPLY TO THE LEFT TO AVOID V-1.
3

4 WITNESS (W-1, CARPENTER) WAS CONTACTED AT THE SCENE. W-1 RELATED THAT HE
5 WAS EXITING THE FREEWAY TO THE REAR OF V-1 AND STATED THAT V-1 WAS ON FIRE
6 PRIOR TO P-1 EXITING V-1. W-1 STATED THAT HE SAW V-1 ON FIRE, AND THAT AS IT
7 ROLLED TO A STOP ON THE RIGHT SHOULDER OF THE OFF-RAMP, HE SAW P-1 JUMP OUT
8 OF IT. W-1 STATED THAT AFTER P-1 EXITED V-1, V-1 BEGAN TO ROLL DOWN THE OFF
9 RAMP AND OUT INTO E/B I-80 TRAFFIC.
10

11 OPINIONS AND CONCLUSIONS

12
13
14 SUMMARY: THE SUMMARY IS BASED ON THE STATEMENTS. P-1(STOKES) WAS DRIVING
15 V-1(FORD) E/B I-80 APPROACHING THE HILLTOP DR EXIT. V-1 HAD AN UNKNOWN
16 MECHANICAL FAILURE AND CAUGHT FIRE WITHIN THE ENGINE COMPARTMENT. P-1
17 ACTIVATED V-1'S HAZARD LIGHTS AND EXITED THE FREEWAY AT HILLTOP DR. AS P-1
18 STEERED V-1 TO THE RIGHT SHOULDER OF THE OFF-RAMP, SMOKE AND FIRE BEGAN TO
19 ENGULF V-1'S FRONT END. P-1 BROUGHT V-1 TO A STOP AND EXITED V-1. AS P-1 MOVED
20 TO SAFETY, V-1 BEGAN TO ROLL OUT OF CONTROL IN A NORTHBOUND DIRECTION
21 TOWARD E/B I-80. P-2(ALBGAL) WAS DRIVING V-2(FORD) E/B I-80 IN THE #4 LANE AT 60
22 MPH APPROACHING THE HILLTOP DR O/C. V-1 CONTINUED N/B OUT OF CONTROL AND
23 TRAVELED DOWN A STEEP DECLINE. AT SOME POINT ON THE DECLINE, V-1 SPUN 180
24 DEGREES AND WAS FACING S/B WHILE STILL MOVING N/B. V-1 MOVED INTO THE #4 LANE
25 OF E/B I-80 AND DIRECTLY TO THE FRONT OF V-2. P-2 SAW V-1 AND STEERED V-1
26 SHARPLY TO THE RIGHT SHOULDER. FOR REASONS OTHER THAN DRIVER ERROR, P-2 WAS
27 UNABLE TO AVOID STRIKING V-1 AND THE R/F OF V-2 STRUCK THE R/R OF V-1. V-2
28 CONTINUED E/B AND CAME TO A STOP ON THE RIGHT SHOULDER. AS A RESULT OF THE
29 IMPACT, V-1 WAS PUSHED IN A S/E DIRECTION AND CAME TO REST ON THE RIGHT
30 SHOULDER PARTIALLY IN THE #4 LANE. BOTH VEHICLES WERE LOCATED ON THESE
31 WHEELS AS SHOWN ON THE FACTUAL DIAGRAM. V-1 WAS FULLY ENGULFED IN FIRE
32 UPON CHP ARRIVAL.
33

34 AREA OF IMPACT: THE AREA OF IMPACT WAS BASED ON THE STATEMENTS AS BEING
35 200' W/W EDGE OF THE HILLTOP DR O/C AND 5' N/S ROWY EDGELINE OF I-80 E/B.
36

37 CAUSE: THE CAUSE WAS BASED ON THE STATEMENTS. THE CAUSE OF THIS COLLISION
38 HAS BEEN DETERMINED TO BE OTHER THAN DRIVER. AS A RESULT OF V-1'S
39 MECHANICAL FAILURE(FIRE), IT WAS NOT UNREASONABLE FOR P-1 TO ABANDON V-1 FOR
40 HIS SAFETY. P-2 WAS UNABLE TO AVOID V-1 AS A RESULT OF V-1 BEING OUT OF
41 CONTROL.
42
43

44 RECOMMENDATIONS

45 NONE
46

PREPARER'S NAME	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
S FLOOD	014477	11/14/99		

1 LAW OFFICE RICHARD E. BROWN
 2 RICHARD E. BROWN (State Bar #104253)
 3 POB 1420 Alamo, CA 94507
 4 925-295-0700 Phone
 5 925-952-4339 Fax

**ENDORSED
 FILED
 ALAMEDA COUNTY**

MAY 10 2002

**CLERK OF THE SUPERIOR COURT
 By Alda T. Lemos, Deputy**

6 LAW OFFICE OF MICHAEL R. QUIRK
 7 MICHAEL R. QUIRK, Esq. (State Bar No. 108076)
 8 Financial Center Building
 9 1615 Bonanza Street, Suite 207
 10 Walnut Creek, California 94596-4530
 11 Telephone: (925) 943-6400
 12 Facsimile: (925) 943-6500

13 Address for Plaintiffs
 14 [REDACTED]

15 **IN THE SUPERIOR COURT OF CALIFORNIA**
 16 **IN AND FOR THE COUNTY OF ALAMEDA**

17 [REDACTED]
 18 Plaintiffs,

CASE NO. 2002047358

19 **vs**

**FIRST AMENDED COMPLAINT
 INJUNCTION RELIEF,
 RESTITUTION, AND DAMAGES**

20 FORD MOTOR COMPANY, FORD
 21 EXTENDED SERVICE PLAN, HILLTOP
 22 FORD SALES INC., dba HILLTOP FORD,
 23 MICHAEL C. STEAD, INC, dba HILLTOP
 24 FORD
 25 Defendants.

26 Comes now plaintiffs, [REDACTED] being individually, as husband
 27 and wife, and on behalf of the general public, who complains against defendants FORD MOTOR
 28 COMPANY, FORD EXTENDED SERVICE PLAN; HILLTOP FORD SALES INC., a
 Delaware corporation dba HILLTOP FORD; MICHAEL C. STEAD, INC, a California
 Corporation dba HILLTOP FORD, and DOES 1 through 10000, inclusive, as follows:

[REDACTED] v. FORD MOTOR CO.

ENG-005-10-5893

FIRST CAUSE OF ACTION
(Violation of Consumers Legal Remedies Act)

1. At all times herein-mentioned plaintiffs were and is a residents of the State of California.

2. Plaintiff is informed and believes and thereupon alleges that Defendants FORD MOTOR COMPANY, FORD EXTENDED SERVICE PLAN, FORD MOTOR SERVICE COMPANY conduct business at numerous locations in Alameda County; HILLTOP FORD SALES INC., a Delaware corporation dba HILLTOP FORD; MICHAEL C. STBAD, INC, a California Corporation dba HILLTOP FORD, and DOES 1 through 50, inclusive, is and were at all relevant times a authorized to do business in this State, licensed under the laws of this State as an automobile manufacturer, or dealership, and engaged in the business of selling and servicing automobiles, with a place of business located at 3280 Auto Plaza, Richmond, State of California.

3. Plaintiff is ignorant of the true names and capacities of defendants DOES 1 through 50, inclusive, and accordingly names them by such fictitious names, and will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is further informed and believes and thereupon alleges that said defendants are responsible in some manner for the plaintiff's damages alleged herein.

4. Plaintiff is further informed and believes and thereupon alleges that each of the defendants, including DOES 1 through 50, inclusive, were at all times mentioned the agents, servants or employees of each of the remaining defendants, and were acting within the scope and course of such agency, service or employment, and with respect to corporate defendants, an officer, director or managing agent authorized or ratified the wrongful conduct complained of or was personally guilty of oppression, fraud or malice.

█ v. FORD MOTOR CO.

- 2 -

EMPS-906-10-9909

1 5. Plaintiff, on or about October 7th 1999, at defendant HILLTOP FORD's place of
 2 business above described in Richmond, California, signed a contract to purchase from defendants
 3 HILLTOP FORD a used 1997 Ford F-150 Truck, and Extended Service Plan for vehicle
 4 V.LN 1FTEBX17L6V [REDACTED] for \$22,031.27 inclusive of the service contract price. A copy of
 5 the contract is attached hereto, marked "Exhibit A," and is incorporated herein.

6
 7 6. At said time, Defendants, and each of them, represented through their employees, DOES
 8 11 through 15, inclusive, the following:

9 a. That the subject truck had original miles and the original factory engine;

10 b. That the vehicle had been gone over by their service department and been found to be in
 11 excellent mechanical condition;

12 c. That the service contract was a real good warranty and covered everything bumper-to-
 13 bumper; and

14 d. That the vehicle had never been in an accident or had any major repairs.

15
 16 7. Based upon the foregoing representations, Plaintiff agreed to and did sign the above-
 17 referenced written contract and other documentation presented on said date which she was
 18 assured embodied the above agreed upon terms. Plaintiff purchased the same for personal,
 19 family or household purposes.

20
 21 8. Plaintiffs were not informed until March of 2002 when Defendant FORD brought a
 22 summary judgment motion in Case No.: No. 832647-2 that the representations in paragraph 6,
 23 above, among possibly others, were in fact false, and that the following were instead true:

24 a. That the subject truck did not have original miles and the original factory engine;

25 b. That the vehicle had been in an accident or major repairs including but not limited to an
 26 engine replacement made before at the time of purchase;

27 c. That the vehicle had not been thoroughly inspected;

28 [REDACTED] v. FORD MOTOR CO.

EX-095-10-5618

1 d. That the Ford ESP service contract referred to in the purchase agreement the subject
2 vehicle did not cover repair or replacement of the vehicle when it was later destroyed.

3
4 d. That the service contract actually given plaintiff at the time of purchase is a largely
5 worthless service contract and excludes the claimed loss of the vehicle.

6 9. On or about On or about November 14, 1999 [REDACTED] was driving their Ford F-
7 150 truck to Hilltop Ford, Richmond, CA. As [REDACTED] exited the freeway (I-80) at Hilltop he
8 heard noise from the engine. [REDACTED] pulled over to the shoulder of the off-ramp, the
9 truck's engine compartment exploded into flames. The vehicle was destroyed. Following the
10 vehicle loss plaintiffs contacted HILLTOP FORD, and were told the vehicle loss was not
11 covered.
12

13 10. The above acts of defendants and DOES 1 through 13, inclusive, among other possible
14 actions, were made in violation of the following subparagraphs of California Civil Code 1770(a),
15 among other yet unknown possible subparagraphs, which provisions, pursuant to section 1760
16 of the act, shall be liberally construed and applied to promote its underlying purposes, which are
17 to protect consumers against unfair and deceptive business practices and to provide efficient and
18 economical procedures to secure such protection:
19

20 (1) Passing off goods or services as those of another.

21 (2) Misrepresenting the source, sponsorship, approval, or certification of goods or
22 services.

23 (3) Misrepresenting the affiliation, connection, or association with, or certification by,
24 another.

25 (5) Representing that goods or services have sponsorship, approval, characteristics,
26 ingredients, uses, benefits, or quantities which they do not have or that a person has a
27 sponsorship, approval, status, affiliation, or connection which he or she does not have.
28

[REDACTED] v. FORD MOTOR CO.

EM02-005-10-0811

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(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

(9) Advertising goods or services with intent not to sell them as advertised.

(14) Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.

(16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

11. On January 27, 2000, and thereafter, plaintiff formally notified defendant SHAMROCK FORD as the agent for all other defendants in writing of said vehicle loss and demanded that defendant provide a a consumer remedy to Plaintiffs.

12. After receipt of the above notice defendants refuse and continue to refuse to make any compensation or other appropriate remedy.

13. Should the foregoing notice of rescission be ineffective for any reason, then plaintiff intends service of the instant complaint to serve as such notice.

14. As a result of the foregoing misrepresentations, at a minimum plaintiff's consent to the subject contract was based upon the mistaken believe that the representations were true, and therefore, pursuant to Civil Code 1566, plaintiff's consent to the subject contract was not freely given, thereby entitling plaintiff to rescission pursuant to Civil Code 1689, as well as the Consumers Legal Remedies Act.

15. Although all consideration received by plaintiff, to wit: the subject vehicle, was offered to be restored to said defendant HILLTOP FORD's possession, defendant HILLTOP FORD refused, and continues to refuse, to return the consideration paid to said defendant, or to recognize that the contract has been rescinded and that the subject contract has been canceled,

█ v. FORD MOTOR CO.

EP05-005-LC-0012

1 and plaintiff is informed and believes and thereupon alleges that defendants HILLTOP FORD,
 2 FORD EXTENDED SERVICE PLAN and DOES 20 through 30, inclusive, refuse to recognize
 3 that the contract has been rescinded and canceled, or recognize that plaintiff's defenses to
 4 performance as alleged herein are applicable to them as provided by the Race-Levering
 5 Automobile Sales and Finance Act or similar laws.
 6

7 16. As a proximate result of such wrongful conduct, plaintiff has suffered general damages
 8 in the amount to be determined at trial.
 9

10 17. As a further proximate result of defendants conduct, as above alleged, plaintiff has
 11 suffered loss of use of a motor vehicle in the amount of the reasonable rental value of a similar
 12 vehicle at the approximate rate of \$30.00 per day, from and after the subject breakdown, the
 13 exact amount of which will be shown according to proof or at trial.
 14

15 18. As a further proximate result of defendants conduct, as above alleged, plaintiff has hired
 16 experts to correctly diagnose the breakdown, and store the parts, and suffered damages therefor
 17 in an amount to be shown according to proof or at trial.
 18

19 19. As a further proximate result of defendants conduct, as above alleged, plaintiff has
 20 maintained insurance on the subject vehicle, and suffered damages therefor in an amount to be
 21 shown according to proof or at trial.
 22

23 20. As a result of such wrongful conduct, plaintiff has suffered damages in the amount of the
 24 above down payment, monthly payments of \$389.98 for one month the exact amount of which
 25 will be shown according to proof at trial.
 26

27 21. As a further proximate result of said wrongful conduct, plaintiff was required to and did
 28 retain the services of an attorney to represent him in this matter, and has and will continue to
 incur expenses therefor, and is entitled to an award of his attorney's fees incurred, to be shown
 according to proof, pursuant to Civil Code 1780.

██████████ v. FORD MOTOR CO.

- 8 -

EMC-003-LC-0613

1 22. Defendants their agents and each of them, and DOES 1 to 15, inclusive, engaged in the
 2 above misrepresentations willfully, maliciously, fraudulently, and in wanton disregard of
 3 plaintiff's rights, and with the sole purpose of making misrepresentations freely and sufficiently
 4 to convince plaintiffs to enter into the subject contract so that defendants, and each of them,
 5 would make money which they could not honestly earn, and made the misrepresentations with
 6 the authorization, ratification or act of oppression, fraud and/or malice on the part of an officer,
 7 director, or managing agent of defendant HILLTOP FORD. As a consequence thereof,
 8 plaintiff is entitled to an award of punitive damages.

9
 10
 11 WHEREFORE, plaintiff prays for damages as set forth below, which damages, pursuant to
 12 Civil Code 1752, are cumulative to any other remedy provided by law.

13
 14 SECOND CAUSE OF ACTION
 15 (Intentional Misrepresentation)

16 23. Plaintiff hereby incorporates each and every allegation contained in paragraphs 1
 17 through 11, inclusive, as if set forth in full herein.

18
 19 24. The above representations were in fact false. The true facts are as set forth in paragraph
 20 8, above, the allegations of which are incorporated herein by this reference as if set forth in full.

21 25. Plaintiff is informed and believe that at the time the above representations were made,
 22 defendants knew they were false, and made them with the intent to defraud and induce plaintiff
 23 to enter into the above contract.

24
 25 26. When plaintiff entered into the above contract, plaintiff did not know the
 26 representations were false and believed them to be true, and entered into the contract in
 27 justifiable reliance upon the truth of the representations.

28 27. As a result of such wrongful conduct, plaintiff has suffered damages to the amount of the
 purchase price, plus 15% interest thereon, monthly insurance payments thereon, loss of use of a

██████████ v. FORD MOTOR CO.

EMD-885-LC-9814

1 vehicle, and towing, expert fees and reasonable storage for having to store the subject vehicle,
 2 all in an amount to be shown according to proof or at trial.

3 30. Defendants and DOES 1 through 15, inclusive, engaged in the above misrepresentations
 4 willfully, maliciously, fraudulently, and in wanton disregard of plaintiff's rights, and with the
 5 sole purpose of making misrepresentations freely and sufficiently to convince plaintiff to enter
 6 into the subject contract so that defendants, and each of them, would make money which they
 7 could not honestly earn, made the misrepresentations with the authorization, ratification or act of
 8 oppression, fraud and/or malice on the part of an officer, director, or managing agent of defendant
 9 HILLTOP FORD. As a consequence thereof, plaintiff is entitled to an award of punitive
 10 damages.
 11

12 WHEREFORE, plaintiff prays for damages as set forth below.
 13

14
 15 **THIRD CAUSE OF ACTION**
 16 **(Negligent Misrepresentation)**
 17

18 31. Plaintiff hereby incorporates herein each and every allegation contained in paragraphs
 19 23 and 24 as if set forth in full:

20 32. Plaintiff is informed and believes that at the time the above representations were
 21 made, defendants had no reasonable ground for believing the representations were true, and
 22 made them with the intent to defraud and induce plaintiff to enter into the above contract.
 23

24 33. Plaintiff hereby incorporates herein each and every allegation contained in paragraph
 25 29 and 30, as if set forth in full.

26 WHEREFORE, plaintiffs pray for damages as set forth below.
 27
 28

29 **v. FORD MOTOR CO.**

- 4 -

ENG-085-LC-0819

FIFTH CAUSE OF ACTION
(Violation of the Song-Beverly Act)

38. Plaintiffs hereby incorporates herein each and every allegation contained in paragraphs 1 through 22, as if set forth in full.

39. Plaintiffs are informed and believes and thereupon alleges that Defendants FORD MOTOR COMPANY, FORD EXTENDED SERVICE PLAN and DOES 31 through 40, inclusive, is and was at all relevant times a company engaged in the business of providing automotive dealerships in California and elsewhere, with service contracts, as that term is defined in California Civil Code section 1791, to be sold in conjunction with the sales of new and used automobiles to consumers in this State, among others, and of administering same.

40. Plaintiffs are further informed and believes that he was sold a service contract provided by Defendants FORD MOTOR COMPANY, FORD EXTENDED SERVICE PLAN and DOES 31 through 40, by defendant HILLTOP FORD, in conjunction with the above-referenced automobile sale, an exemplar of which is attached hereto, marked "Exhibit B."

41. Said vehicle was purchased by plaintiff for use primarily for personal, family, or household purposes within the purview of California Civil Code ?1791(a).

42. Plaintiffs are informed and believes and thereupon alleges that defendants FORD MOTOR COMPANY, FORD EXTENDED SERVICE PLAN and DOES 31 through 40, inclusive, provided to HILLTOP FORD, numerous service contracts which were sold in this State, identical to or similar to the subject service contract, to consumers in this State in addition to plaintiffs, which consumers similarly purchased one of said service contracts in conjunction with the sale of both new and used vehicles, to be used primarily for personal, family, or household purposes.

v. FORD MOTOR CO.

ERR-005-LC-5818

1 43. Plaintiffs are informed and believes and thereupon alleges that some or all of said service
2 contracts fail to contain the following disclosures specified in California Civil Code section
3 1794.4, as required by California Civil Code section 1794.41:

4 A. A step-by-step explanation of the procedure that the buyer should follow in order to
5 obtain performance of any obligation under the service contract, including:

6 i) The full legal and business name of the service contract seller, as required by
7 California Civil Code section 1794.4(c)(5)(A);

8 B. An explanation of the steps that the service contract seller will take to carry out its
9 obligations under the service contract, as required by California Civil Code section 1794.4(c)(6);

10 C. A description regarding any right to cancel the contract if the buyer returns the
11 product or the product is sold, lost, stolen, or destroyed, as required by California Civil Code
12 section 1794.4(c)(7);

13 G. Clear and conspicuous statements of any services, parts, characteristics, components,
14 properties, defects, malfunctions, causes, conditions, repairs, or remedies that are excluded from
15 the scope of the service contract, including but not limited to fire cause by fuel leak.

16 46. Plaintiffs are informed and believes and thereupon alleges that he and other consumers in
17 this State were not provided notice of the buyer's cancellation and refund rights provided by
18 California Civil Code section 1794.41, as required by California Civil Code section
19 1794.41(a)(2).

20 44. Plaintiffs are informed and believes and thereupon alleges that said some or all of said
21 service contracts fail to fully and conspicuously disclose in simple and readily understood
22 language the terms, conditions, and exclusions of said contracts, as required by California Civil
23 Code section 1794.4.

24 v. FORD MOTOR CO.

25 - 11 -

1 45. As a proximate result of the foregoing, plaintiff suffered damages FORD MOTOR
 2 COMPANY, FORD EXTENDED SERVICE PLAN, the allegations of which are incorporated
 3 herein, proximately resulting in the damages set forth in paragraphs 16 through 23, inclusive,
 4 which allegations are also incorporated herein as if fully set forth.

5
 6 46. Plaintiffs are informed and believes and thereupon alleges that the failure of defendant
 7 HILLTOP FORD, FORD MOTOR COMPANY, FORD EXTENDED SERVICE PLAN, FORD
 8 MOTOR SERVICE COMPANY and DOES 1 through 10, inclusive, to comply with the above
 9 provisions of the Civil Code and or to properly repair the subject vehicle was willful, thereby
 10 entitling plaintiff to a civil penalty of twice the actual damages, as authorized by California Civil
 11 Code §1794.
 12

13 47. As a further proximate result of said wrongful conduct, plaintiffs were required to and
 14 did retain the services of an attorney to represent him in this matter, and have and will continue
 15 to incur expenses therefor, and is entitled to an award of his attorney's fees incurred based upon
 16 actual time expended, to be shown according to proof, pursuant to Civil Code §1794.
 17

18 WHEREFORE, PLAINTIFF PRAYS FOR INJUNCTIVE RELIEF AND DAMAGES AS
 19 SET FORTH HEREINAFTER.
 20

21
 22 **SIXTH CAUSE OF ACTION**
 23 **(Violation of the Unfair Practices Act)**

24 48. Plaintiffs hereby re-allege and incorporates herein by this reference as if set forth in full
 25 each and every allegation set forth in paragraphs 1 through 47 inclusive.
 26

27 49. Beginning at an exact date unknown, but at least since January 2, 2001, all Defendants
 28 and DOES 20 through 30, inclusive, inclusive, have committed acts of unfair competition, as

EM02-005-LC-0818

1 defined by California Business and Professions Code section 17200, by engaging in the practices
2 set forth above.

3
4 50. These acts and practices, as described above, violate Business and Professions Code
5 section 17200 in the following respects:

6 a. Defendants' policy/practice of selling the subject service contract to members of the California
7 public violates the provisions of California Civil Code section 1794.41, as more fully described
8 above, and, consequently, constitutes an unlawful business act or practice within the meaning of
9 Business and Professions Code section 17200.

10
11 b. The harm to plaintiffs and members of the general public in California outweighs the utility of
12 defendants' policy/practice, and, consequently, constitutes an unfair business act or practice
13 within the meaning of Business and Professions Code section 17200.

14
15 c. Defendants' policy/practice of selling the subject service contract to members of the California
16 public is likely to mislead the public, and, consequently, constitutes a fraudulent business act or
17 practice within the meaning of Business and Professions Code section 17200.

18
19 51. The unlawful, unfair, and fraudulent business act or practices, as described above,
20 presents a continuing threat to members of the public, in that defendants are likely to continue
21 said act or practices. Plaintiff and other members of the public have no other adequate remedy at
22 law.

23
24 52. As a proximate result of defendants' conduct, as above described, defendants have
25 received and continue to hold the sums collected for the sale of the subject service contracts
26 belonging to purchasers of the subject service contracts, as well as the purchase price paid by
27 plaintiff, and/or have been denied the benefits due them under the subject service contracts.

1 WHEREFORE, PLAINTIFFS PRAYS FOR DAMAGES AS FOLLOWS:

2 1. Pursuant to California Civil Code section 1794, Business and Professions Code section
3 17203, and pursuant to the equitable powers of this Court, plaintiff prays that the defendants be
4 enjoined from selling the subject, or any other service contract, which does not comply with the
5 Song-Beverly Consumer Warranty Act, sections 1790, et seq., and the acts of unfair competition;

6 2. Pursuant to Business and Professions Code section 17203, and pursuant to the equitable
7 powers of this Court, plaintiffs prays that defendants be ordered to identify, locate, and restore to
8 the general public who purchased the subject service contracts within the last four years and
9 desire a refund all funds acquired by means of any act or practice declared by this Court to be
10 unlawful, unfair, or fraudulent or to constitute unfair competition under Business and Professions
11 Code section 17200 et seq., and to retain the power to supervise defendants' efforts to ensure that
12 all reasonable means are used to comply with the court's directives;

13 3. For attorney's fees according to proof pursuant to statute and/or the Court's equitable
14 powers;

15 4. For general damages, to be shown according to proof;

16 5. For actual damages according to proof;

17 6. For special damages according to proof;

18 7. For consequential damages according to proof;

19 8. For incidental damages according to proof;

20 9. For prejudgment interest on the foregoing at the legal rate;

21 10. For punitive damages;

22 11. For rescission of plaintiff's sales contract;

23 12. For cancellation of plaintiff's sales contract;

24 14. For negative credit reporting to be removed;

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[REDACTED] v. FORD MOTOR CO.

EMPS-005-LC-3828

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- 15. For attorney's fees according to proof;
- 16. For costs of suit incurred herein; and
- 17. For such other and further damages and/or relief as the Court may deem proper.

Dated: May 10, 2002

LAW OFFICE OF RICHARD E BROWN

By: *Richard E Brown*
 RICHARD E. BROWN ESQ.
 Attorney for Plaintiff

██████████ v. FORD MOTOR CO.

- 15 -

ERRE-005-10-5821

Fire Cause Analysis Veh
A DIVISION OF IFT INC.

February 3, 2000

To: Manuel Bento
State Farm Insurance Company
P.O. Box 4011
Concord, CA 94524

Re: [REDACTED]

CoPart Salvage
282 Fifth Street
Vallejo, CA
Date of Loss: November 14, 1999
Time of Alarm: 1700 hours
Responding Fire Department: Contra Costa Fire Protection District
Claim #: [REDACTED]
Date of Investigation: December 15, 1999
FCA #: 00-1767-V
Vehicle Make: Ford
Vehicle Model: F-150 Pickup truck
Year: 1997
Vin #: Last six of vin [REDACTED]
License #: [REDACTED] EXPIRES 4/99
Mileage: ODOMETER BURNED/ approximately 34K
Stock #: 5134549
Location of Investigation: Copart Salvage, Vallejo, CA
707-644-4468

Enclosed for your information is my report of the fire investigation, conducted at your request, regarding the above referenced fire loss. This report consists of this summary and attached photographs. Should you desire a more comprehensive report which more fully addresses our investigation, please advise and we will gladly comply.

In summary, this fire loss occurred in a 1997 Ford F-150 pickup truck, at 1700 hours. The driver, who saw flames and smoke venting from the vehicle while driving, first observed the fire. The driver pulled off to the side of the road, stopped the vehicle and got out. The fire caused the transmission linkage to fail, and the vehicle rolled down the hill, near the Hilltop Exit off of Highway 80, in Richmond. This caused minor collision damage to the vehicle. A passerby notified the fire department.

EP05-005-LC-2622

No injuries were reported as a result of this fire.

When firefighters arrived on scene, they observed a well-involved pickup truck fire. Firefighters directed an aggressive attack into the vehicle. Suppression efforts successfully contained the fire to the vehicle.

The transmission dipstick was in place in the fill-tube. The top seal remains of the dipstick were still inside the fill-tube at the top.

The stock wheels and wheel covers were on the vehicle during my examination of the vehicle.

The vehicle was in operation when the fire occurred.

No recent repair work had been completed on the vehicle. The vehicle was purchased at Hilltop Ford 39 days prior to the fire.

Atomized flammable liquid ignited when it came in contact with either the hot exhaust components or with an electrical arc.

The engine was making a popping sound while it was running. The vehicle was being taken back to the dealership to have the problem corrected. The popping sound described by the insured could have been a backfire, which is an occurrence usually due to improper engine timing.

The battery and cables were found in and under the vehicle. The battery was burned from the fire, and showed no burn/char indicators of a resistive occurrence in the area of the positive or negative cables.

No alteration of the original wiring of the vehicle was found.

A single key was found in the ignition switch remains. The engine was still operating when the driver parked and exited the flaming vehicle. The ignition switch is in the "On" position, as it was during the fire.

The greatest amount of overall fire damage was located in the engine compartment, moving into the interior of the cab, from the right passenger area of the truck. The remaining areas of the vehicle sustained varying degrees of major to moderate fire and collision damage. The area of fire origin was located in the rear area of the engine

compartment. This was where the fire was first observed by the driver, the area of greatest fire damage, and the area where suppression efforts were first directed by the fire department. The burn/char patterns examined in this area indicate that the fire originated from a catastrophic fuel failure in the engine compartment. The driver stated that the truck burst into flames with the greatest amount of fire in the rear area of the engine compartment, which moved into the interior of the cab very rapidly.

INTERVIEWS

#1 [REDACTED] Insured
Home - [REDACTED]
Office - [REDACTED]

On January 11, 2000, I interviewed [REDACTED] over the telephone. She provided me with the following information:

I have had the truck for 39 days. I purchased it from Hilltop Ford. At times, the windshield wipers came on and the washer fluid would squirt by itself. I had a full warranty on the truck. It was making a popping sound that got louder the day we were taking it back to the dealer. It seemed to be losing power along with the popping noise. The "Check Engine" light came on; then the truck just burst into flames. [REDACTED] (boyfriend of Insured) had noticed the smell of gasoline just prior to the fire and, within seconds, the truck was engulfed with fire. [REDACTED] had just about enough time to put the truck into park and get out before being burned. The fire was located more toward the rear of the engine compartment. The fire was moving very fast, and quickly moved into the cab from the engine compartment. The engine was still operating when [REDACTED] parked the truck and got out of it.

CAUSE

The analysis of the investigation indicates that this fire resulted from a critical fuel leak within the engine compartment. The engine fuel rails are connected with a factory clampless, shrink-fitted fuel line attached at the rear left and right fuel rails. These lines have been known to fail, which would allow the fuel from the pressurized system to escape into the engine compartment area and be exposed to the hot exhaust system components and electrical arcs. The vehicle is equipped with an electric fuel pump. The pressurized fuel continued to flow, as the ignition was not turned off. The driver had just enough time to pull the vehicle to the side of the road and exit without injury.

This fire cause is based on elimination of all other ignition sources in the area/point of fire origin, and the observation of Ricky Stokes, the driver of the vehicle at the time of the fire.

My assessment of the origin and cause of this fire is based on the analysis of physical evidence, the assessment of reported information, and the evaluation of all possible causes. Please contact me if you would like any further clarification regarding this investigation.

Submitted by,



Russell Auker, CFI
Fire Investigator
Fire Cause Analysis



Donald J. Perkins, CFI
Quality Review
Fire Cause Analysis

RRA/uc/aac
00-1767-V



1. Photo depicts the front of the 1997 Ford F-150 Ford Pickup truck. California license #6N109014. Expiration date April 1998.

2. Photo depicts the left side of the vehicle.

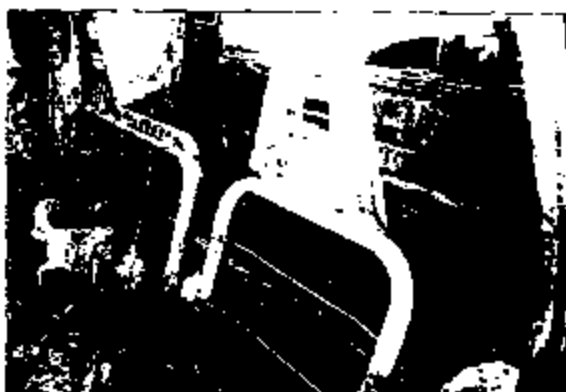


3. Photo depicts the rear of the vehicle.

4. Photo depicts the right side of the vehicle.



5. Photo depicts the interior of the bed of the vehicle.



6. Photo depicts the interior of the rear of the passenger area.



7. Photo depicts the interior of the front area of the cab.



8. Photo depicts the ignition switch, showing the key in the cylinder and in the "On" position.



9. Photo depicts the engine compartment.



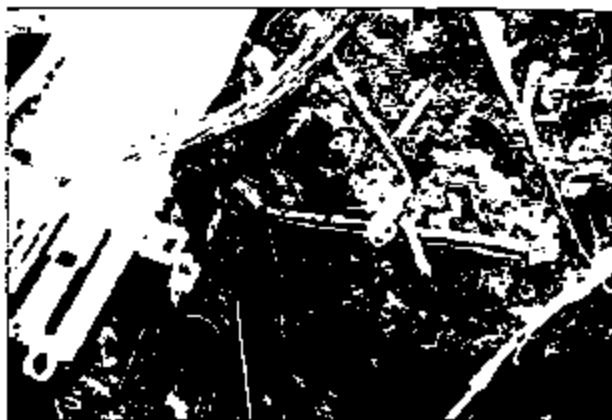
10. Photo depicts the battery cables.



11. Photo depicts the same as photo 10.



12. Photo depicts the transmission fill tube with dipstick in place.



13. Photo depicts the fuel rail connections and fuel inlet/outlet lines, showing that the safety retainers are in place.

14. Photo depicts the right fuel rail.



15. Photo depicts the same as photo 14, in a close-up view.



16. Photo depicts the left fuel rail, showing that the shutoff fuel line was consumed.



17. Photo depicts the firewall, showing the clean burn behind the engine.



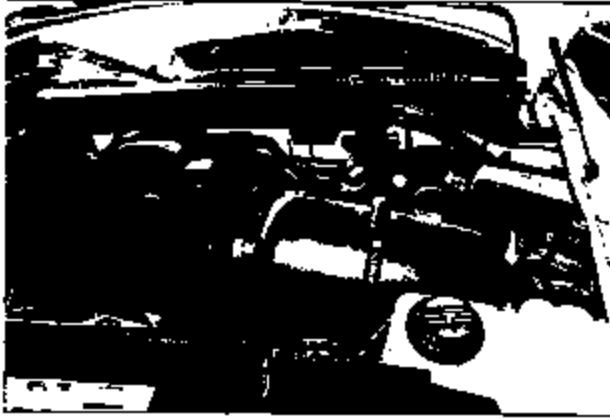
18. Photo depicts the firewall from the left side, showing the clean burn was greater on the right side.



19. Photo depicts an exemplar vehicle showing the right side area of the engine compartment.



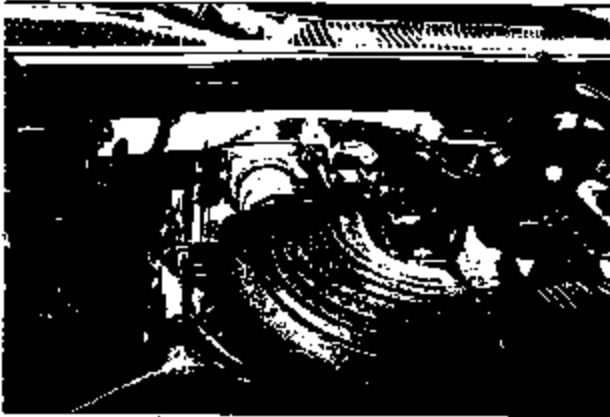
20. Photo depicts an exemplar vehicle showing the right side area and fuel rail compartment.



21. Photo depicts an exemplar vehicle showing the left side area and fuel rail.



22. Photo depicts the same as photo 21.



23. Photo depicts an exemplar vehicle showing the mass air flow sensor.



24. Photo depicts an exemplar vehicle showing the fuel line connections on the left side.



25. Photo depicts the top of the exemplar mass air flow sensor.



26. Photo depicts the power steering reservoir of an exemplar vehicle.



27. Photo depicts the same as photo 26, showing the ignition system.