

982.1(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state ID number, and address):
 KEVIN K. CHOLAKIAN (S.B. #103423)
 JAMES C. CHOO (S.B.#188119)
 CHOLAKIAN & ASSOCIATES
 3 Thomas Mellon Circle, Suite 105
 San Francisco, California 94134
 TELEPHONE NO: (415) 467-8200 FAX NO. (415) 467-8205

EMAIL ADDRESS (Optional):

ATTORNEY FOR: **Plaintiff**

FOR COURT USE ONLY

NAME OF COURT: SUPERIOR COURT OF CALIFORNIA
 STREET ADDRESS: COUNTY OF SAN MATEO
 MAILING ADDRESS: 400 COUNTY CENTER
 CITY AND ZIP CODE: REDWOOD CITY, CA 94063
 BRANCH NAME: LIMITED CIVIL JURISDICTION

ENDORSED FILED
SAN MATEO COUNTY

JAN 15 2004

Clerk of the Superior Court
By D. FAJAU
DEPUTY CLERK

PLAINTIFF: [REDACTED]

DEFENDANT: FORD MOTOR COMPANY

DOES 1 TO 45, inclusive

COMPLAINT — Personal Injury, Property Damage, Wrongful Death

AMENDED (Number):

Type (check all that apply):

MOTOR VEHICLE OTHER (specify): Gen'l Negligence;
 Property Damage Wrongful Death Prod. Liability
 Personal Injury Other Damages (specify): Product defect subrogation

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE
 Amount demanded does not exceed \$10,000
 exceeds \$10,000, but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)
 ACTION IS RECLASSIFIED by this amended complaint
 from limited to unlimited
 from unlimited to limited

CASE NUMBER:
436877

1. PLAINTIFF (name): [REDACTED]
- alleges causes of action against DEFENDANT (name): Ford Motor Company
2. This pleading, including attachments and exhibits, consists of the following number of pages: 5
3. Each plaintiff named above is a competent adult
- a. except plaintiff (name): California State Automobile Association
- (1) a corporation qualified to do business in California
 (2) an unincorporated entity (describe):
 (3) a public entity (describe):
 (4) a minor an adult
 (a) for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 (b) other (specify):
 (5) other (specify):
- b. except plaintiff (name):
- (1) a corporation qualified to do business in California
 (2) an unincorporated entity (describe):
 (3) a public entity (describe):
 (4) a minor an adult
 (a) for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 (b) other (specify):
 (5) other (specify):

Information about additional plaintiffs who are not competent adults is shown in Complaint — Attachment 3.

Page 1 of 3

SHORT TITLE: █████ v. Ford Motor Company	CASE NUMBER
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4. Plaintiff (name):
 is doing business under the fictitious name (specify):
 and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person
 a. except defendant (name): **Ford Motor Company**

- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (describe):
- (4) a public entity (describe):
- (5) other (specify):

b. except defendant (name):

- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (describe):
- (4) a public entity (describe):
- (5) other (specify):

c. except defendant (name):

- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (describe):
- (4) a public entity (describe):
- (5) other (specify):

d. except defendant (name):

- (1) a business organization, form unknown
- (2) a corporation
- (3) an unincorporated entity (describe):
- (4) a public entity (describe):
- (5) other (specify):

Information about additional defendants who are not natural persons is contained in Complaint — Attachment 5.

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

7. Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

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

9. Plaintiff is required to comply with a claims statute, and

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

SHORT TITLE: [REDACTED] v. Ford Motor Company	CASE NUMBER:
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10. 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):

- a. Motor Vehicle
- b. General Negligence
- c. Intentional Tort
- d. Products Liability
- e. Premises Liability
- f. Other (specify):

11. Plaintiff has suffered

- a. wage loss
- b. loss of use of property
- c. hospital and medical expenses
- d. general damage
- e. property damage
- f. loss of earning capacity

g. other damage (specify): Plaintiff sues as subrogee of its insured, [REDACTED] in accordance with the terms of its insurance contract and in accordance with common law, having paid \$15,282.70 in insurance benefits following a loss caused by Defendants. Pr judgment interest accrued over the past 300 days in the amount of \$1,256.11 should be added to the above amount.

12. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. listed in Complaint — Attachment 12
- b. as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. PLAINTIFF PRAYS for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) compensatory damages
- (2) punitive damages
- b. The amount of damages is (you must check (1) in cases for personal injury or wrongful death):
- (1) according to proof
- (2) in the amount of: \$

15. The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

Date: January 12, 2004

James C. Chop _____
(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

SHORT TITLE: [REDACTED] v. Ford Motor Company	CASE NUMBER:
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First CAUSE OF ACTION - General Negligence Page 4

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 1 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): March 13, 2003

at (place): Selvy Lane in Atherton, CA

(description of reasons for liability):

[REDACTED] insured [REDACTED] suffered an engine compartment fire to her 1998 Ford pick-up truck. The cause and origin of the fire was determined to be a leak in the fuel line.

The proximate cause of the fire was Ford Motor Company's manufacturing and installation of the fuel line. Ford Motor Company had a duty to properly install a properly manufactured fuel line into [REDACTED] insured's truck. Improper manufacturing and installation was a breach of Ford Motor Company's duty.

SHORT TITLE: [REDACTED] v. Ford Motor Company	CASE NUMBER:
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Second CAUSE OF ACTION - Products Liability

Page 5

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): March 13, 2003 plaintiff was injured by the following product: The fuel line was manufactured and installed in a 1998 Ford pick-up truck by Defendants. The vehicle was owned by [REDACTED] insured, [REDACTED]. The defectively manufactured and/or installed fuel line caused fire damage to [REDACTED] 1998 Ford pick-up 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): insurer of product purchaser and user

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 (names): Ford Motor Company Does 11 to 15 b. designed and manufactured component parts supplied to the manufacturer (names): Does 16 to 20 c. sold the product to the public (names):

Prod.L-5. Does 21 to 30 Count Two-Negligence of the following defendants who owed a duty to plaintiff (names): Ford Motor Company

Prod.L-6. Does 31 to 40 Count Three-Breach of warranty by the following defendants (names): Ford Motor Company

Does 41 to 45 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 plaintiffs for other reasons and the reasons for the liability are listed in Attachment-Prod.L-7 as follows: [REDACTED] sues as subrogee of its insured in accordance with the terms of their insurance contract, and in accordance with common law, having paid benefits to [REDACTED] following a loss caused by Defendants

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Please, list her name, and address): KEVIN K. CHOLAKIAN (S.B. #103423) JAMES CHOO (S.B. #188119) CHOLAKIAN & ASSOCIATES 5 THOMAS MELLON CIRCLE, SUITE 105 SAN FRANCISCO, CA 94134 TELEPHONE NO.: (415) 467-8200 FAX NO.: (415) 467-8206		PART COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 COUNTY CENTER MAILING ADDRESS: CITY AND ZIP CODE: REDWOOD CITY, CA 94063 BRANCH NAME:		
CASE NAME: v. FORD MOTOR COMPANY and DOES 1-45, inclusiv		CASE NUMBER: 03 436897 JUDGE: DEPT:
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)		

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/W (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/W (23) Non-PIP/W (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (06) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (18) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/W tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (16) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Appeal forfeiture (45) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (32) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (26) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial post-judgment judicial supervision

3. Type of remedies sought (check all that apply):
 a. monetary b. nonmonetary, declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 2

5. This case is is not a class action suit.

Date: January 12, 2004
 JAMES C. CHOO (S.B. #188119)
 (TYPE OR PRINT NAME) SIGNATURE OF CASE OR ATTORNEY FOR PARTY

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.6.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rules.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

RECEIVED JUL 31 2003

Fire Evaluation Report

Opinions rendered in this report are based upon available information at the time the report was drafted and draw upon the training, education, and experience of the personnel involved in the investigation.

REPORT DATE: 3-19-03	INSURED: [REDACTED]
REQUEST BY: ANGELA CARBONARO	CLAIM #: [REDACTED]
INSPECTION DATE: 3-18-03	DATE OF LOSS: 3-13-03
ODOMETER: DESTROYED	UNIT: 1998 FORD F-150 PICK UP
VIN: 1FTRX17L9WN [REDACTED]	CA LICENSE: [REDACTED]
LOCATION OF UNIT:	COPART 1964 SABRE ST. HAYWARD, CA
INSPECTION PURPOSE:	EVALUATE VEHICLE FIRE

Background

I received a request from Angela Carbonaro, [REDACTED] to inspect the insured's vehicle to determine the origin and cause of the fire loss. In the file notes, the insured reported that while driving the vehicle it caught fire. The insured described the event as, "suddenly an explosion occurred." Another motorist alerted the insured to the flames coming from the truck. After stopping the truck, the insured saw flames from the area of the engine. The Atherton Fire Department came to scene and extinguished the fire. A fire report was not available at the time that I prepared this report.

Inspection Summary

- A. I went to the Copart yard in Hayward, CA to inspect the vehicle. I used the public VIN label to verify that this was the vehicle on the insurance policy.
- B. The fire damage was confined to the front of the vehicle. The paint was burned away from the front of the right front fender, a portion of the right door, the hood panel, the cowl, and the front portion of the roof. The right front tire had melted and lost air pressure from fire damage. Presumably, as a measure to extinguish the fire, the fire fighters had broken out the windshield and torn a hole in the hood.
- C. The top portion of the dash and the steering wheel were heavily melted. The instrument panel was moderately damaged and the odometer obscured. The roof liner was heavily burned. The seats received minor burns.
- D. The engine compartment was heavily burned. The fuse/relay box, battery, power steering reservoir, accessory drive belt, and upper coolant hose were still recognizable, but heavily melted or damaged. The fire consumed the intake snorkel, air cleaner box, brake fluid reservoir, most of the engine wiring harness insulation, the lower radiator hose, the

Opinions rendered in this report are based upon available information at the time the report was drafted and draw upon the training, education, and experience of the personnel involved in the investigation.

REPORT DATE: 3-19-03	INSURED: [REDACTED]
REQUEST BY: ANGELA CARBONARO	CLAIM #: [REDACTED]
INSPECTION DATE: 3-18-03	DATE OF LOSS: 3-13-03
ODOMETER: DESTROYED	UNIT: 1998 FORD F-150 PICK UP
VIN: 1FTRX17L9WN [REDACTED]	GA LICENSE [REDACTED]
LOCATION OF UNIT:	COPART 1984 SABRE ST. HAYWARD, CA
INSPECTION PURPOSE:	EVALUATE VEHICLE FIRE

I received a request from Angela Carbonaro [REDACTED] to inspect the insured's vehicle to determine the origin and cause of the fire loss. In the file notes, the insured reported that while driving the vehicle it caught fire. The insured described the event as, "suddenly an explosion occurred." Another motorist alerted the insured to the flames coming from the truck. After stopping the truck, the insured saw flames from the area of the engine. The Atherton Fire Department came to scene and extinguished the fire. A fire report was not available at the time that I prepared this report.

- Inspection Summary:**
- A. I went to the Copart yard in Hayward, CA to inspect the vehicle. I used the public VIN label to verify that this was the vehicle on the insurance policy.
 - B. The fire damage was confined to the front of the vehicle. The paint was burned away from the front right fender, a portion of the right door, the hood panel, the cowl, and the front portion of the roof. The right front tire had melted and lost air pressure from fire damage. Presumably, as a measure to extinguish the fire, the fire fighters had broken out the windshield and torn a hole in the hood.
 - C. The top portion of the dash and the steering wheel were heavily melted. The instrument panel was moderately damaged and the odometer obscured. The roof liner was heavily burned. The seats received minor burns.
 - D. The engine compartment was heavily burned. The fuse/relay box, battery, power steering reservoir, accessory drive belt, and upper coolant hose were still recognizable, but heavily melted or damaged. The fire consumed the intake snorkel, air cleaner box, brake fluid reservoir, most of the engine wiring harness insulation, the lower radiator hose, the

heater hoses, the vacuum hoses, AC lines, fan and radiator shrouds, and the plastic cover over the intake manifold.

- B. The engine oil level was satisfactory. The transmission dipstick showed abundant fluid. The power steering fluid reservoir was dry, but it had been heavily damaged and the fluid consumed.
- F. I inspected the exhaust manifolds and other exhaust components and found no char.
- G. I inspected the electrical wiring in the engine compartment and dash and found no evidence of a short circuit or electrical overload.
- H. I found significant fuel wash on the firewall behind the intake manifold. The flexible tubing that connects the right and left fuel rails had been consumed by the fire. Next to this location, I found spring lock couplings for the fuel lines.
- I. A review of Technical Service Bulletins in the AllData Information System found Bulletin No. 98-16-12. This is not a recall, but the repairs are eligible under the provisions of bumper-to-bumper warranty coverage. The entire Bulletin has been uploaded to the HAL file for reference. This bulletin states that fuel may leak from the spring lock couplings at the fuel rail if the O-rings have been damaged or at low ambient temperatures. The recommended repair includes replacing the O-rings and, if the female cup portion of the coupling has scratches, replacing the fuel rail also.

Following examination of the insured's vehicle, it is my opinion that the origin of the fire is not mechanical; oil levels were not low and I observed no char in appropriate areas. It is also my opinion that the fire origin is not electrical, since I observed no evidence of electrical overload.

It is my opinion that the origin of the fire was a leak in the spring lock couplings for the fuel lines where the lines join the fuel rail. That area showed significant fuel wash. A leak here would have deposited the fuel in the correct location to cause the damage found.

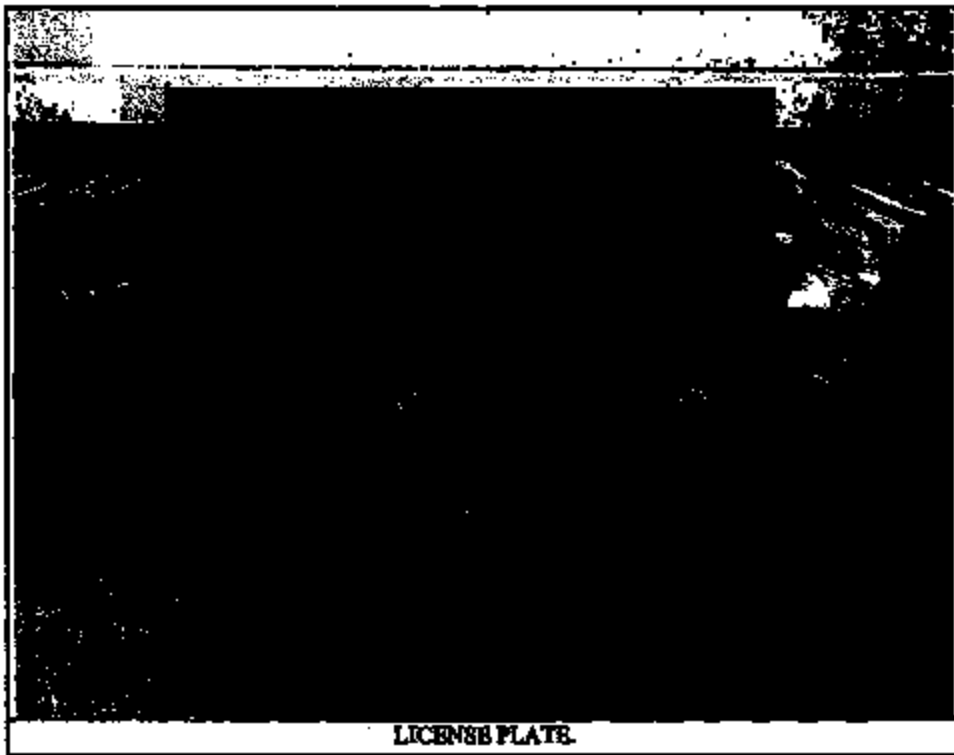
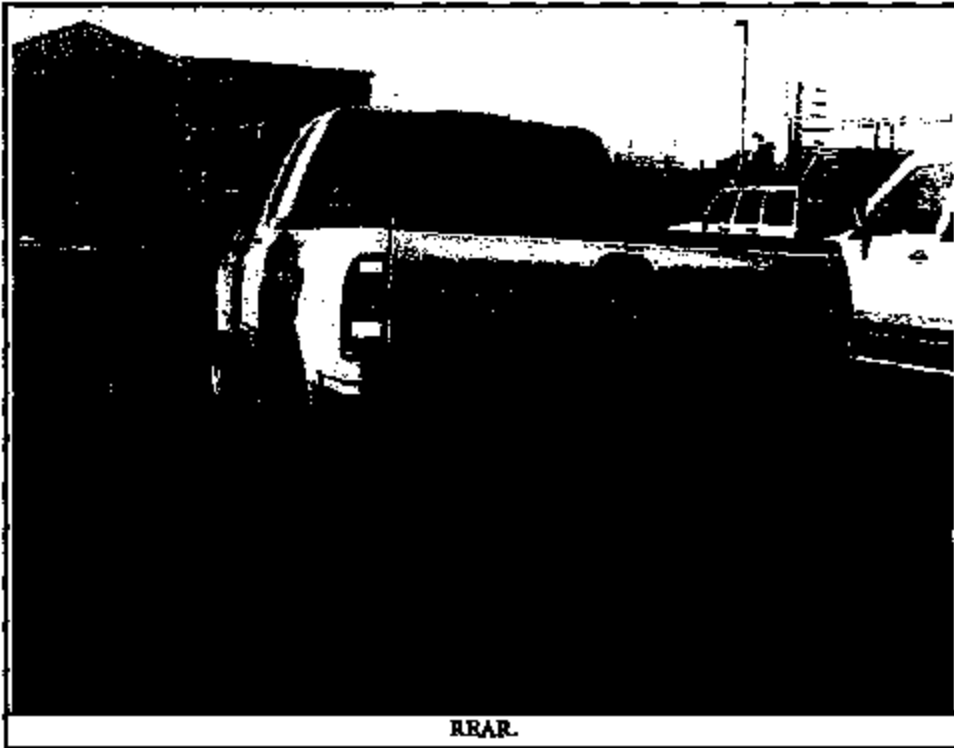
The fuel system operating pressure in this vehicle is approximately 40 psi. Even a small leak in the fuel line can spray or drip a relatively large amount of fuel. The fire's ignition source was most likely an electrical arc from either the ignition or charging system.

Rick DuPuy,
Mechanical Evaluator/Fire Investigator

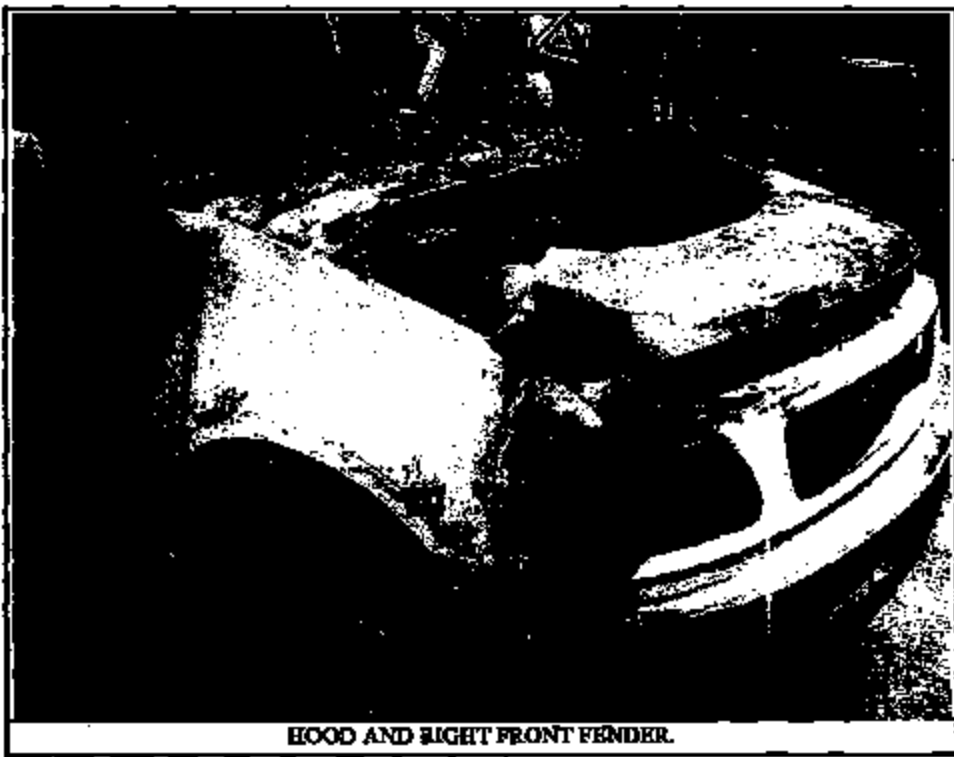
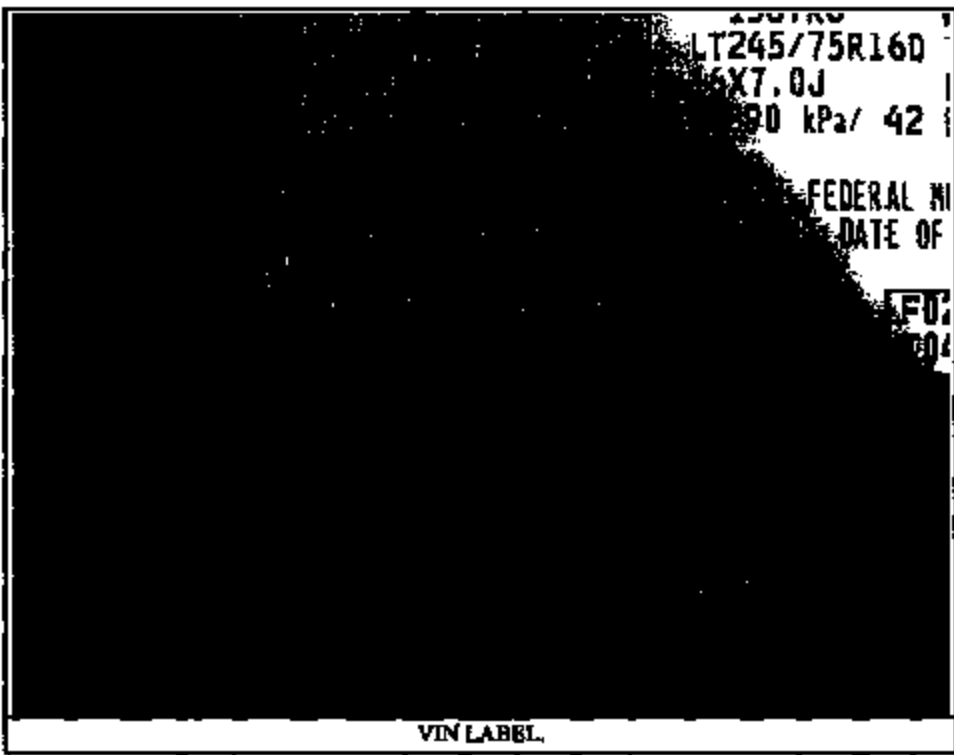
INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
		3-13-03



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		3-13-03



COWL, DASH TOP, AND WINDSHIELD.

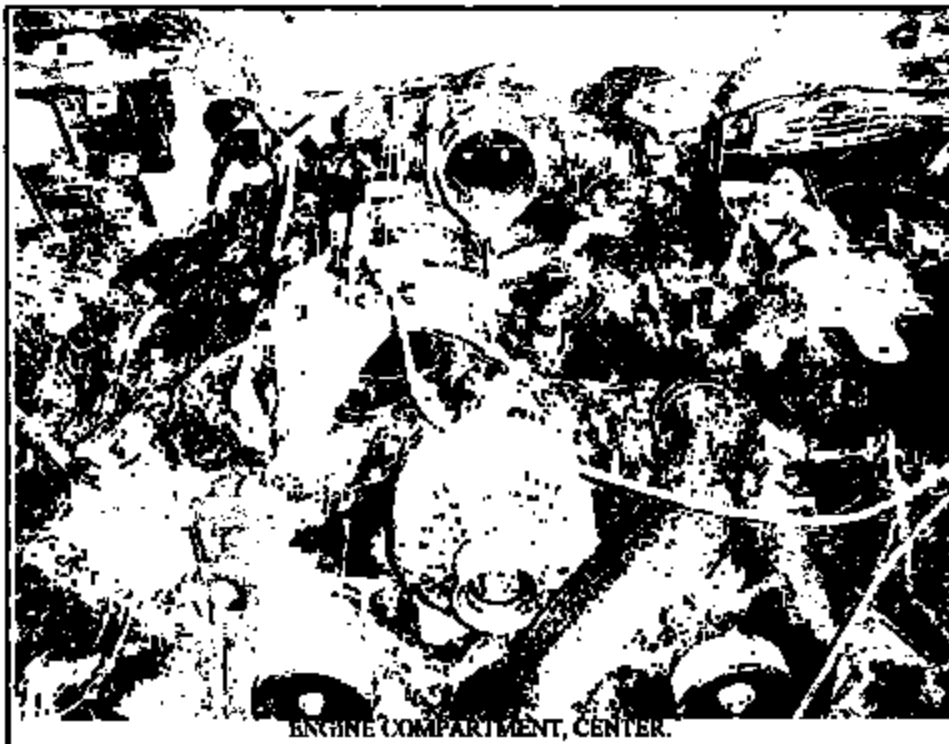


INTERIOR.

INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
		3-13-03



INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
		3-13-03



INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03



ENGINE COMPARTMENT, RIGHT.



ENGINE COMPARTMENT, LEFT.



INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03

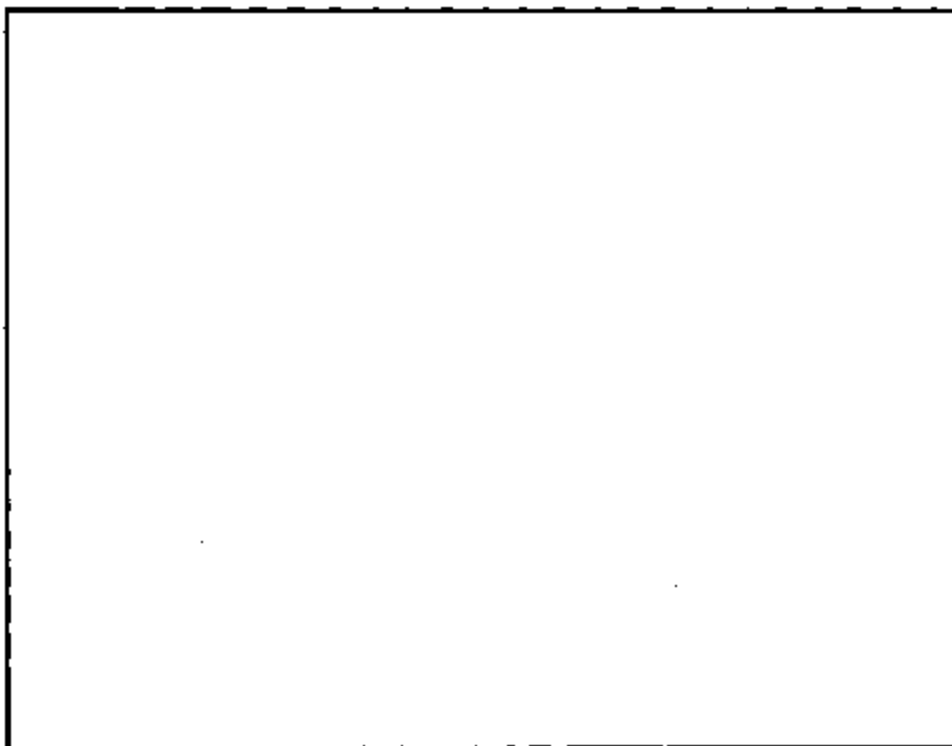


FIREWALL AND RIGHT FUEL RAIL



FIREWALL AND RIGHT FUEL RAIL

INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
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heater hoses, the vacuum hoses, AC lines, fan and radiator shrouds, and the plastic cover over the intake manifold.

- E. The engine oil level was satisfactory. The transmission dipstick showed abundant fluid. The power steering fluid reservoir was dry, but it had been heavily damaged and the fluid consumed.
- F. I inspected the exhaust manifolds and other exhaust components and found no char.
- G. I inspected the electrical wiring in the engine compartment and dash and found no evidence of a short circuit or electrical overload.
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Conclusion and Opinion

Following examination of the insured's vehicle, it is my opinion that the origin of the fire is not mechanical; oil levels were not low and I observed no char in appropriate areas. It is also my opinion that the fire origin is not electrical, since I observed no evidence of electrical overload.

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The fuel system operating pressure in this vehicle is approximately 40 psi. Even a small leak in the fuel line can spray or drip a relatively large amount of fuel. The fire's ignition source was most likely an electrical arc from either the ignition or charging system.

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Mechanical Evaluator/Fire Investigator

Fire Evaluation Report

Opinions rendered in this report are based upon available information at the time the report was drafted and draw upon the training, education, and experience of the personnel involved in the investigation.

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LOCATION OF UNIT:	COPART 1964 SABRE ST. HAYWARD, CA
INSPECTION PURPOSE:	EVALUATE VEHICLE FIRE

Background

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- C. The top portion of the dash and the steering wheel were heavily melted. The instrument panel was moderately damaged and the odometer obscured. The roof liner was heavily burned. The seats received minor burns.
- D. The engine compartment was heavily burned. The fuse/relay box, battery, power steering reservoir, accessory drive belt, and upper coolant hose were still recognizable, but heavily melted or damaged. The fire consumed the intake snorkel, air cleaner box, brake fluid reservoir, most of the engine wiring harness insulation, the lower radiator hose, the

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Conclusion

Following examination of the insured's vehicle, it is my opinion that the origin of the fire is not mechanical; oil levels were not low and I observed no char in appropriate areas. It is also my opinion that the fire origin is not electrical, since I observed no evidence of electrical overload.

It is my opinion that the origin of the fire was a leak in the spring lock couplings for the fuel lines where the lines join the fuel rail. That area showed significant fuel wash. A leak here would have deposited the fuel in the correct location to cause the damage found.

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Rick DuPuy,
Mechanical Evaluator/Fire Investigator

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CLAIM OR POLICY NUMBER:

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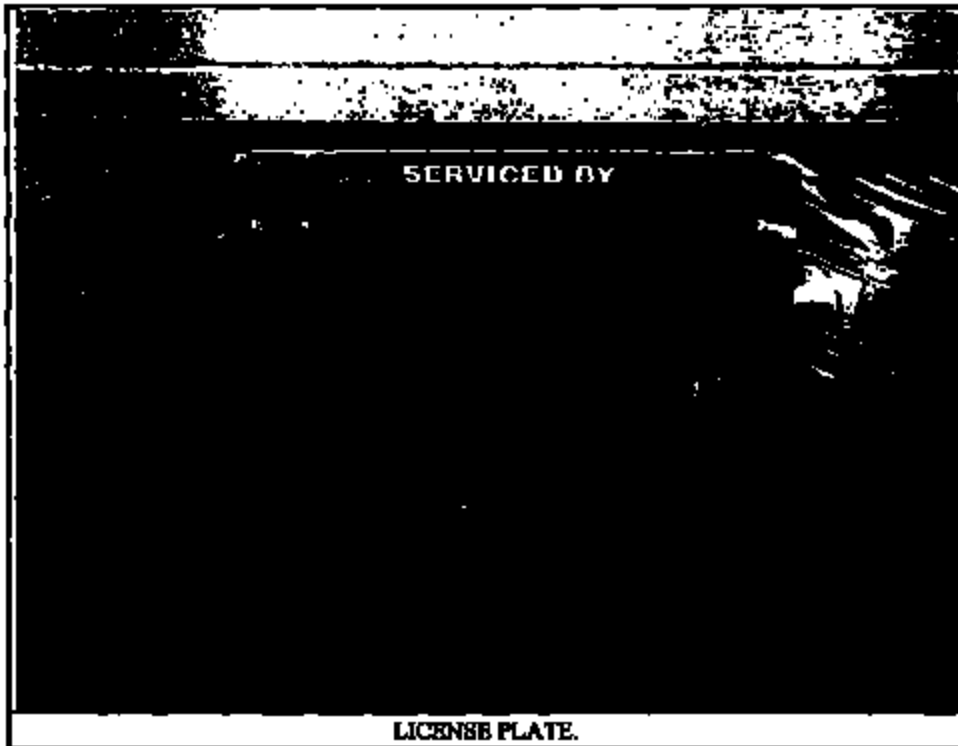


INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03



INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
		3-13-03



VIN LABEL.



HOOD AND RIGHT FRONT FENDER.

INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03



COWL, DASH TOP, AND WINDSHIELD.



INTERIOR.

INSURED:

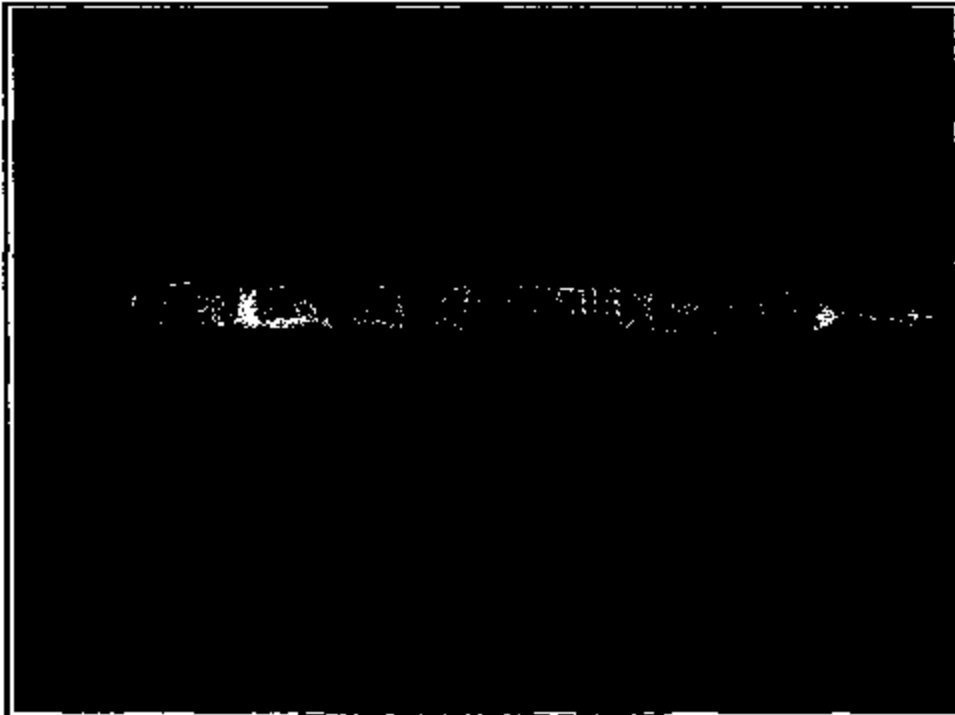
CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03



INTERIOR.

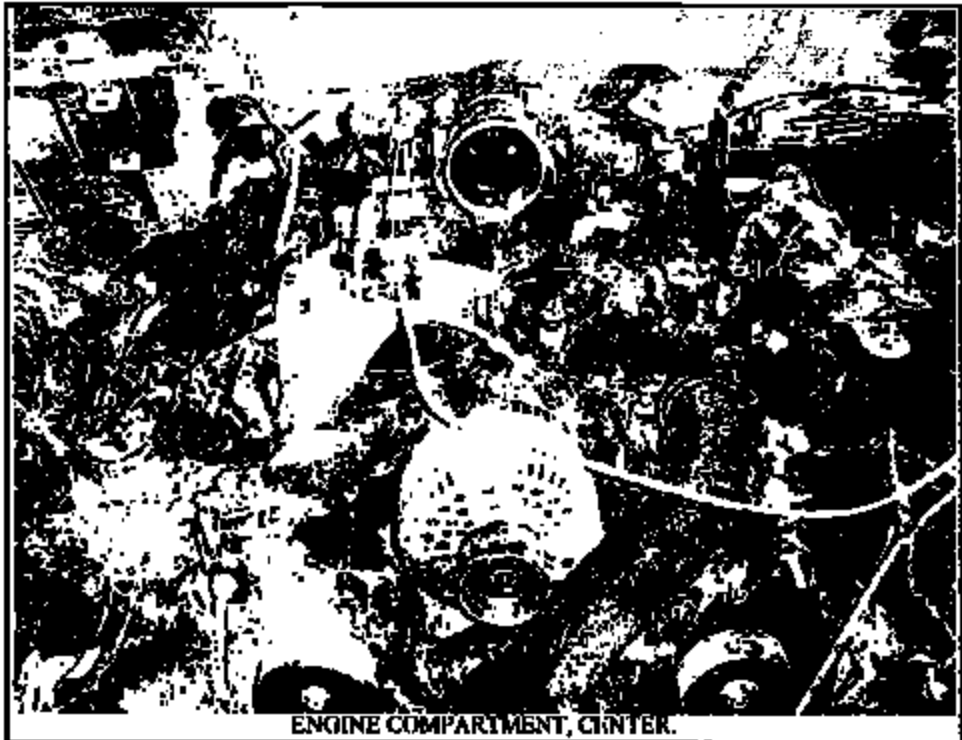


TRANSMISSION FLUID DIPSTICK.

INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
		3-13-03



UNDERSIDE OF HOOD.



ENGINE COMPARTMENT, CENTER.

INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03



ENGINE COMPARTMENT, RIGHT.



ENGINE COMPARTMENT, LEFT.

INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03



INSURED:

CLAIM OR POLICY NUMBER:

DATE OF LOSS:

3-13-03

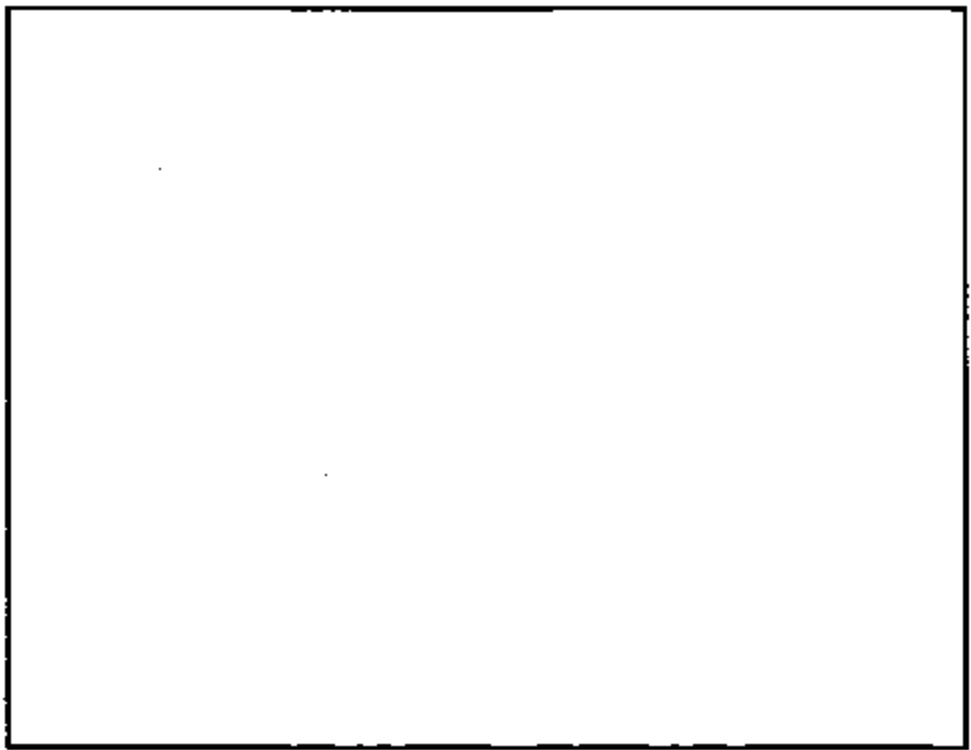
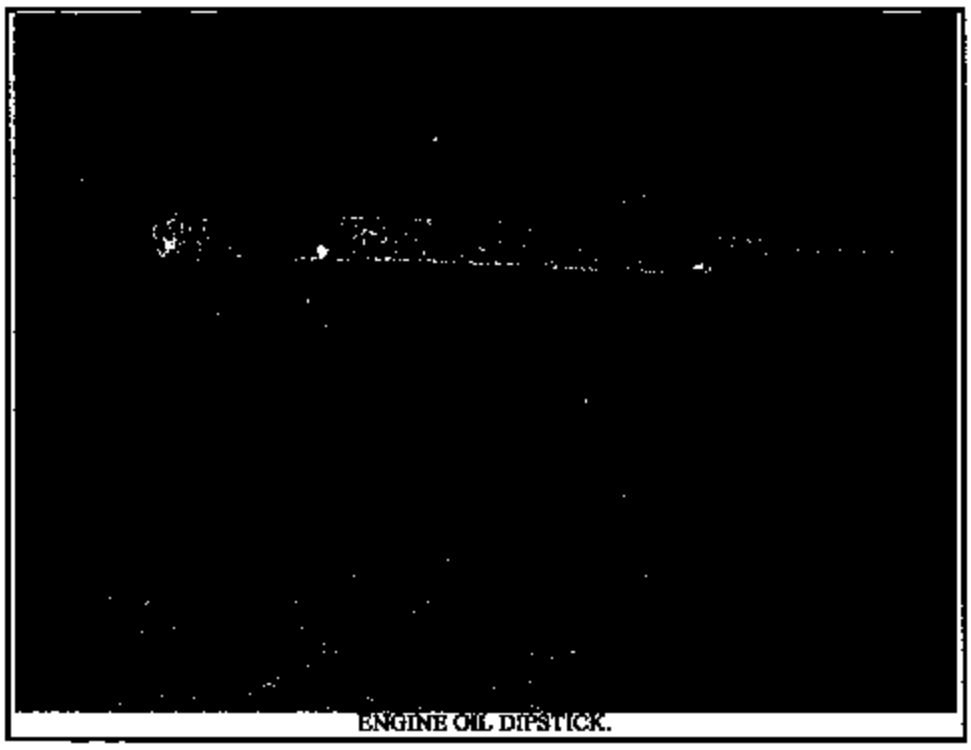


FIREWALL AND RIGHT FUEL RAIL.



FIREWALL AND RIGHT FUEL RAIL.

INSURED:	CLAIM OR POLICY NUMBER:	DATE OF LOSS:
		3-13-03



California State
Automobile Association
Inter-Insurance Bureau

P.O. Box 929
Belmont, CA 94585-0929

June 6, 2003

RECEIVED JUN 12 2003

Ford Motor Company
Parklane Towers West, suite 300, Three Parklane Boulevard
Dearborn, Michigan 48126

Re: Insured: [REDACTED]
Claim No.: [REDACTED]
Date of Loss: 03/13/2003

Dear Ford Motor Company:

Attached is all the documentation that you requested in order to evaluate our claim, including the police report, photos, our Fire evaluation report, and payment drafts.

- The loss occurred on March 13, 2003 at 3:30pm on Shelby Lane in Atherton, San Mateo County in California.
- Police report is attached
- Vehicle make and model: 1998 Ford 1/2 TN, VIN # 1FTRX17L9W [REDACTED]
- Original photos can be e-mailed if needed.
- The alleged defective part had not been repaired or replaced prior to this loss.
- The vehicle is located at our Hayward Lot [REDACTED] yard 003, 1904 Saber Street, Hayward CA 94545. Tel: 510/783-6511.
- The vehicle was running at the time of the loss. Our insured was driving approx. 25 mph and the keys were in the ignition.
- Mileage on the vehicle at the time of the loss: 24,825.00

Sincerely,

Claudina Gordon
Claims Coordinator II
888-350-8900 extension 3174

ERG5-005-LC-5803

Article No.
98-16-12

08/17/98

**FUEL SYSTEM - FUEL LEAKING FROM SPRING
LOCK COUPLINGS AT FUEL RAIL - AMBIENT
TEMPERATURES BELOW -40 DEGREES CELSIUS
(-40 DEGREES FAHRENHEIT)**

**LIGHT TRUCK:
1997-98 EXPEDITION, F-150, F-250 LD
1998 NAVIGATOR**

ISSUE

Fuel may leak from the spring lock couplings at the fuel rail if the O-rings have been damaged or at ambient temperatures below -40°C (-40°F). This may be caused by the spring lock coupling O-rings not sealing.

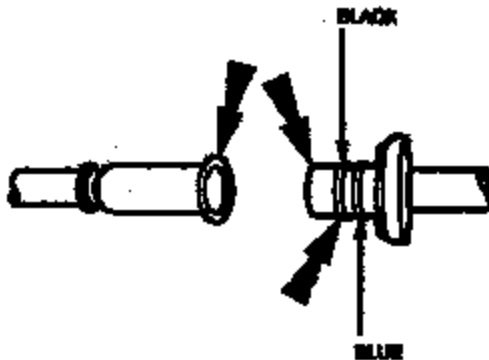
ACTION

Service replacement O-rings are now available. Replace the spring lock coupling O-rings. Refer to the following Service Procedure for details.

SERVICE PROCEDURE

Refer to the 1998 F-150/250 or Expedition/Navigator Workshop Manual, Pages 310-00-8 through 310-00-10 to disconnect the spring lock connectors and remove the O-rings. Refer to the following to install the new O-rings and reconnect the spring lock connectors:

1. Inspect and clean both coupling ends.



7E-6400-A

Figure 1

2. If female cup damage is observed such as interior scratches, replace the fuel rail. If no damage is observed to either the male or female coupling ends, replace the O-rings being sure to observe the color coding as in Figure 1.
3. Lubricate the O-rings with clean engine oil meeting Ford specification WSS-M2C153-F.
4. Connect the fitting.
5. Pull on the fitting to make sure it is fully engaged.
6. Install the safety clip.
7. Start the engine and check for fuel leaks.

PART NUMBER	PART NAME
F75Z-9J277-AA	O-Ring - Supply Side (Black, 1/2")
F75Z-9J277-BA	O-Ring - Supply Side (Blue, 1/2")
F75Z-9J277-DA	O-Ring - Return Side (Black, 3/8")
F75Z-9J277-CA	O-Ring - Return Side (Blue, 3/8")

OTHER APPLICABLE ARTICLES: NONE

WARRANTY STATUS: Eligible Under The Provisions Of Bumper To Bumper Warranty Coverage

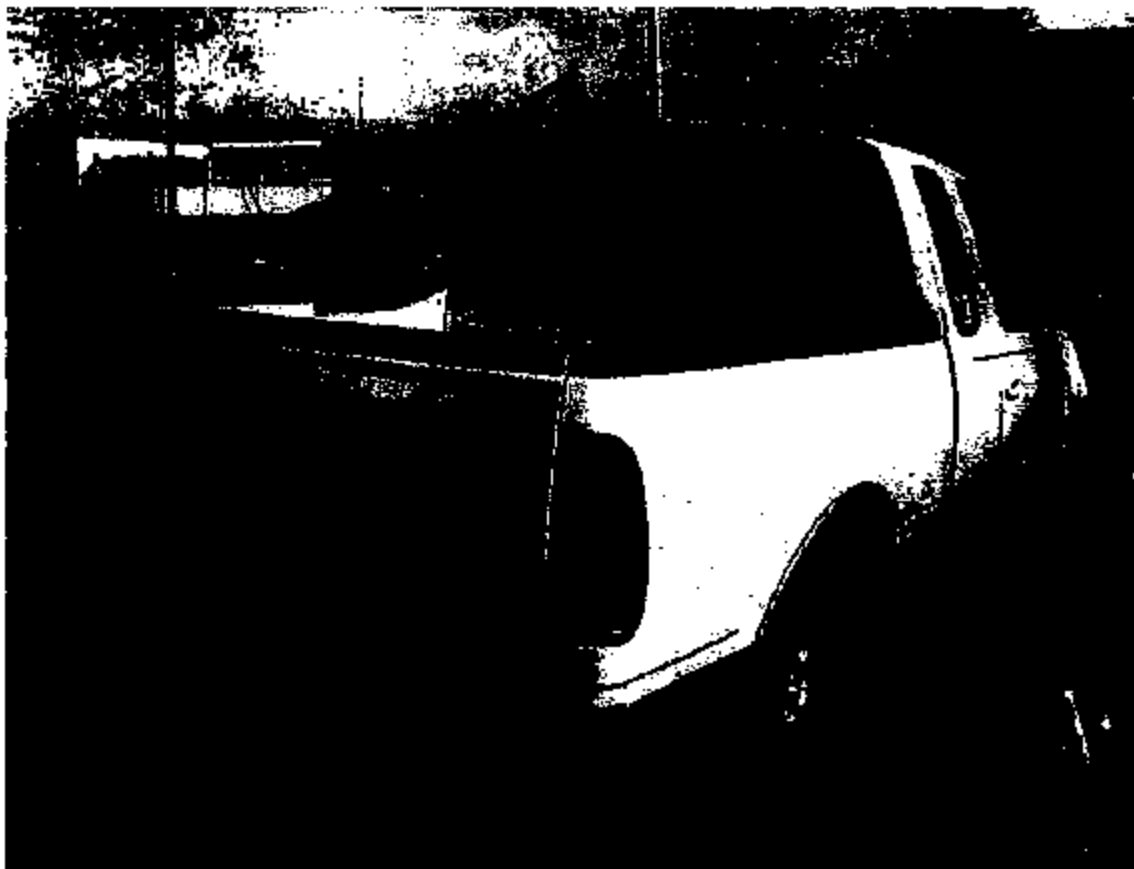
OPERATION	DESCRIPTION	TIME
981612A	Replace Spring Lock Coupling O-Rings	0.6 Hr.

DEALER CODING

BASIC PART NO.
93274

CONDITION
CODE
42

OASIS CODES: 404000



ENR01-005-LC-0009



6/5/03

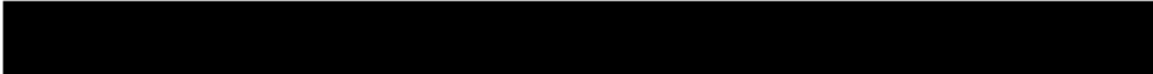


2003-2003-10-18/10

6/5/03



2003-008-LC-0071



6/5/03



EMD-085-10-5872



ENR2-009-LC-9873

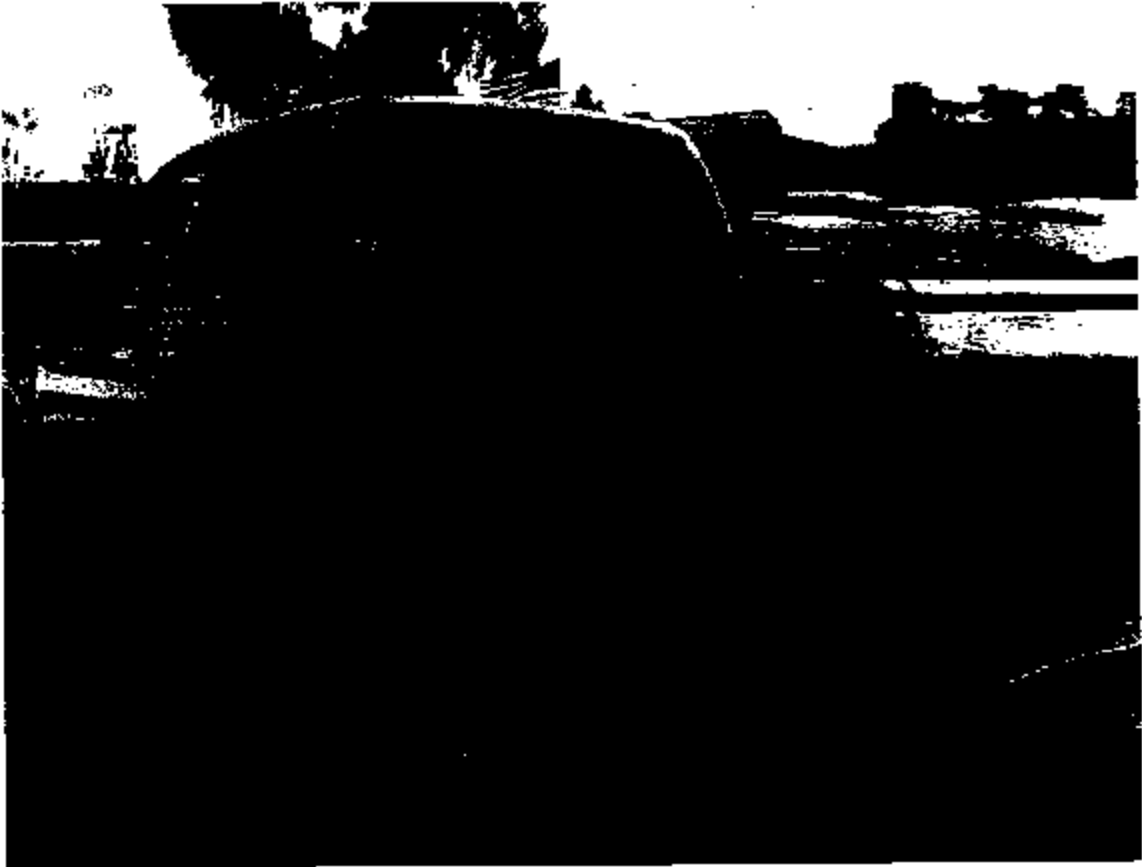


6/5/03



ENG-005-LC-8874

6/5/03



ENR06-005-10-0079



6/5/03

41050 CA 03 13 2003 3 03-0001487 000

B Location # Street address, Intersection, In front of, Near of, Adjacent to, Directions

C Incident Type # 131 Passenger vehicle fire Date & Times, Shift & Alarm

D Aid Given or Received #, E1 Resources #, E2 Estimated Dollar Losses & Values

F Actions Taken #, G1 Resources #, G2 Estimated Dollar Losses & Values

Completed Modules, H1-Casualties, H3-Hazardous Materials Release, I Mixed Use Property

J Property Use # Structures, Outside

K1 **Local Option** **Business name (if applicable)** _____ **Area Code** _____ **Phone Number** _____

Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr./Ms./ Mrs. First Name _____ **MI** _____ **Last Name** _____ **Suffix** _____

Number _____ **Prefix** _____ **Street or Highway** _____ **Street Type** _____ **Suffix** _____

Post office box _____ **Apt./Suite/Room** _____ **City** _____

State _____ **Zip Code** _____

More people involved? Check this box and attach Supplemental Form (SFVIR-10) as necessary

K2 **Option** **Same as person involved? Then check this box and skip the rest of this section.** _____ **Area Code** _____ **Phone Number** _____

Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr./Ms./ Mrs. First Name _____ **MI** _____ **Last Name** _____ **Suffix** _____

Number _____ **Prefix** _____ **Street or Highway** _____ **Street Type** _____ **Suffix** _____

Post office box _____ **Apt./Suite/Room** _____ **City** _____

State _____ **Zip Code** _____

I. Remarks

Local Option

Call received as a vehicle fire. Vehicle 50% involved upon arrival. Extinguished fire using bumper line with water from tank. Owner stated he heard a pop lost power and saw vehicle burning. Origin located at the fuel filter area. Overhauled vehicle and released scene to Police.

J. Authorization

MO33 **Campbell, Tim M** **CM3** _____ **03** **13** **2003**

Officer in charge ID **Signature** **Position or rank** **Assignment** **Month** **Day** **Year**

MO33 **Campbell, Tim M** **CM3** _____ **03** **13** **2003**

Member making report ID **Signature** **Position or rank** **Assignment** **Month** **Day** **Year**

41050
P.O. *

CA
State *

3/13
Incident Date *

2003

3
Station

03-0001497
Incident Number *

000
Exposure *

Complete
Narrative

Narrative:

Call received as a vehicle fire. Vehicle 50% involved upon arrival. Extinguished fire using bumper line with water from tank. Owner stated he heard a pop lost power and saw vehicle burning. Origin located at the fuel filter area. Overhauled vehicle and released scene to Police.

A <input type="text" value="41050"/> <input type="text" value="CA"/> <input type="text" value="03"/> <input type="text" value="13"/> <input type="text" value="2003"/> <input type="text" value="3"/> <input type="text" value="03-0001497"/> <input type="text" value="000"/>		<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> In-Activity	WFRS -2 FILE
B Property Details B1 <input type="text"/> <input checked="" type="checkbox"/> Not Residential Estimated number of residential living units in building of origin whether or not all units became involved		C On-site Materials or Products <input checked="" type="checkbox"/> None Complete if there were any significant amounts of commercial, industrial, energy or agricultural products or materials on the property, whether or not they became involved Enter up to three codes. Check one or more boxes for each code entered. 1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service On-site material (1) <input type="text"/>	
B2 <input type="text"/> <input checked="" type="checkbox"/> Buildings not involved Number of buildings involved		1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service On-site material (2) <input type="text"/>	
B3 <input type="text"/> <input type="checkbox"/> None Rooms burned (outside fires) <input type="checkbox"/> Less than one room		1 <input type="checkbox"/> Bulk storage or warehousing 2 <input type="checkbox"/> Processing or manufacturing 3 <input type="checkbox"/> Packaged goods for sale 4 <input type="checkbox"/> Repair or service On-site material (3) <input type="text"/>	
D Ignition D1 <input type="text" value="03"/> <input type="text" value="Engine area, running"/> Area of fire origin		E1 Cause of Ignition <input type="checkbox"/> Check box if this is an exposure report. Refer to section 9 1 <input type="checkbox"/> Intentional 2 <input type="checkbox"/> Unintentional 3 <input checked="" type="checkbox"/> Failure of equipment or heat source 4 <input type="checkbox"/> Act of nature 5 <input type="checkbox"/> Cause under investigation 6 <input type="checkbox"/> Cause undetermined after investigation	
D2 <input type="text" value="12"/> <input type="text" value="Radiated, conducted"/> Heat source		E2 Factors Contributing to Ignition E21 <input type="text" value="23"/> <input type="text" value="Leak or break"/> <input type="checkbox"/> None Factor Contributing To Ignition (1)	
D3 <input type="text" value="02"/> <input type="text" value="Flammable liquid/gas -"/> <input type="checkbox"/> None Item first ignited <input type="checkbox"/> 1 <input checked="" type="checkbox"/> Item mentioned in subject of report		E3 Human Factors Contributing to Ignition Check all applicable boxes 1 <input type="checkbox"/> Asleep <input checked="" type="checkbox"/> None 2 <input type="checkbox"/> Slightly impaired by alcohol or drugs 3 <input type="checkbox"/> Unattended person 4 <input type="checkbox"/> Slightly mental disabled 5 <input type="checkbox"/> Physically disabled 6 <input type="checkbox"/> Multiple persons involved 7 <input type="checkbox"/> Sign was a factor Estimated age of person involved <input type="text"/>	
D4 <input type="text" value="10"/> <input type="text" value="Flammable gas, Other"/> <input type="checkbox"/> None Type of material first ignited <input type="checkbox"/> Ignited only if item first ignited only by 08 or 478		1 <input type="checkbox"/> Male 2 <input type="checkbox"/> Female	
F1 Equipment Involved in Ignition <input type="checkbox"/> None if equipment was not involved, refer to section 9 <input type="text" value="000"/> <input type="text" value="Other equipment"/> Equipment involved Brand <input type="text"/> Model <input type="text"/> Serial # <input type="text"/> Year <input type="text"/>		G Fire Suppression Factors Enter up to three codes. <input checked="" type="checkbox"/> None <input type="text" value="None"/> <input type="text" value="None"/> Fire suppression factor (1) Fire suppression factor (2) Fire suppression factor (3)	
F2 Equipment Power <input type="text" value="01"/> <input type="text" value="Gasoline"/> Equipment Power Source		F3 Equipment Portability 1 <input checked="" type="checkbox"/> Portable 2 <input type="checkbox"/> Stationary Portable equipment normally can be moved by one person, is designed to be used in multiple locations, and requires no tools to install.	
H1 Mobile Property Involved <input type="checkbox"/> None 1 <input type="checkbox"/> Not involved in ignition, but damaged 2 <input type="checkbox"/> Involved in ignition, but did not burn 3 <input checked="" type="checkbox"/> Involved in ignition, and burned		H2 Mobile Property Type & Make <input type="text" value="11"/> <input type="text" value="Passenger car."/> Mobile property type <input type="text" value="FO"/> <input type="text" value="Ford"/> Mobile property make	
I Series Truck Mobile property model <input type="text"/> Year <input type="text" value="1998"/> <input type="text" value="Destroyed"/> <input type="text" value="CA"/> <input type="text" value="Destroyed"/> License Plate Number State VIN Number		Local Use <input type="checkbox"/> Fire-Alarm Plan Available Some of the information presented in this report may be found from reports from other agencies <input type="checkbox"/> Aerial report attached <input type="checkbox"/> Police report attached <input type="checkbox"/> Coroner report attached <input type="checkbox"/> Other reports attached	

WFRS-2 Revision 01/19/99



August 22, 2001

Farmers Insurance
Seattle Subrogation
Center of Excellence
P.O. Box 58429
Renton, WA 98058

RE: CLAIM [REDACTED]
DOL: July 3, 2000

ATTENTION: LISA GRIFFITH

Ms Griffith,

You have requested numerous items regarding the Ford F150 pickup lost in the above referenced fire. I will respond to these items by number, but please understand I am giving you all information that is possible to give and that some of this information is not readily available to us.

Item No. 3, copy of police/fire report. I do not have a copy of a police or fire report. I believe this information could be obtained by either contacting John McDonald, the agent, Central Pierce Fire & Rescue, or the Pierce County Sheriff's Department.

Item No. 6, mileage of vehicle at the time of the accident. I believe the mileage was about 105,000 miles.

Item No. 7, pictures. I will enclose some of the photographs that we took, however, we would like them returned to us once you've finished with them.

No. 11, documentation from an expert. Documentation from an expert, we do not have.

No. 15, a complete history of maintenance and service for this vehicle. Routine service for oil changes were done at Jiffy Lube in Puyallup, Wa. I know they have a computer record of that service based on the license plate number. The other service records, few as they may be, were kept in a file that are ~~not~~ not ~~difficult~~ kept, but some records do exist. They could be retrieved, but it will be a mess.

No. 16, after-market additions. There was a Sony CD player installed at the dealership. There was a canopy installed. Other than that, nothing else was added that I can recall.

No. 21, was the engine running. Yes.

No. 22, were the keys in the ignition. Yes.

No. 25, purchase of the vehicle. This truck was purchased in December of 1997 from Boone Ford in Dimple, Washington. There was about 60 miles on the vehicle when it was purchased new.

If you have further requests, please let us know.

Sincerely,



Tim Konigsfeld, President
T.K. Construction, Inc.



FARMERS

Seattle Subrogation Center of Excellence
555 S Renton Village of Suite 500
PO BOX 58429
Renton, Washington 98058-1429
Telephone: 1425430-3335
FAX: 1425254-0665

January 08, 2001

Ford Motor Company
PO Box 6248
Dearborn, MI 48126

RE: Our Insured: [REDACTED]
Policy Number: [REDACTED]
Loss Date: 07/03/2000
Claim Number: [REDACTED]
Your Insured: Ford Motor Company
Amount Owed: \$17,760.25

Our investigation has established that the above loss was caused by the negligence of your insured.

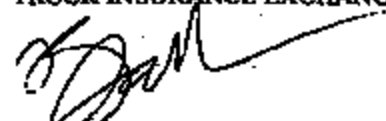
We have made payment to our insured for the damage. By virtue of our subrogation rights this letter is to advise you that we shall seek reimbursement from you for the amount of the damage.

Our insured's vehicle was rendered a total loss. When sold, we will forward support for disposition of salvage.

Our name should appear on any check made payable to our insured in settlement of his or her damage. If you have already made a settlement with our insured, please advise us immediately.

Your prompt consideration of our claim will be appreciated.

Sincerely
TRUCK INSURANCE EXCHANGE


Richard Jacobs
Subrogation Claims Representative

Enclosed : Copy of the letter sent to our insured after his vehicle was destroyed by fire from a gas leak.

ER05-005-LC-5682

July 11, 2000

STATEMENT BY [REDACTED]

On July 3rd, 2000, at approximately 6:30 a.m., I drove to the store in my 1997 Ford F-150 pickup truck. When I returned and parked the truck, I noticed a purple rainbow on the pavement. I looked underneath the truck and I noticed a small drip coming from the gas tank area.

Since it was raining, I pulled the truck partially into one of the bays of my shop. I placed a piece of sheetrock under the truck and crawled under to take a look. I noticed a small dent/boil where the gas was dripping out. I got out from under the truck and placed a bucket underneath the drip. I went inside my house for just a few minutes. When I returned, the bucket was about 2/3 full. I didn't want to risk the bucket getting too full and spilling in the shop, so I decided to pull the truck out and put it on the gravel.

As I started to back out of the shop, black smoke shot out of the hood area. I immediately stopped the truck, got out and looked underneath. The engine area was on fire and there was gas dripping into a small fire under the gas tank. I immediately ran into the house and called 9-1-1.

SIGNED: [REDACTED]

DATED: July 11, 2000

State of Washington
County of Pierce

DATE: July 11, 2000

Subscribed and sworn before me this 11th day of June, 2000.

Notary Public Tina L. Moorhead

Commission Expires: 4-29-02



PH-55-10-5684



FD-302 (Rev. 11-27-70)

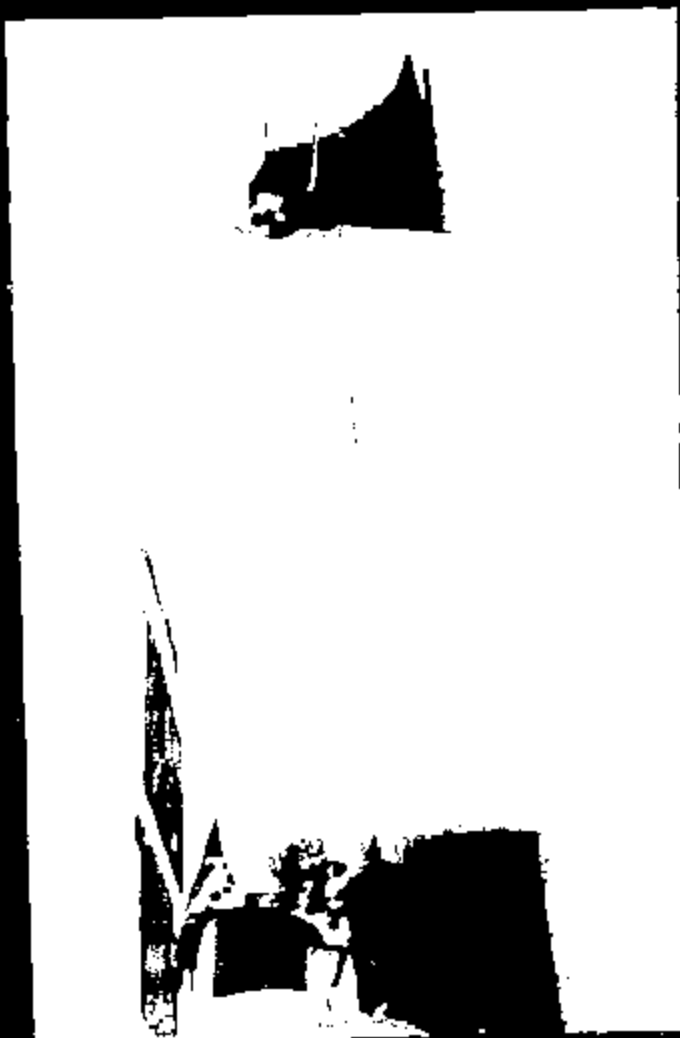
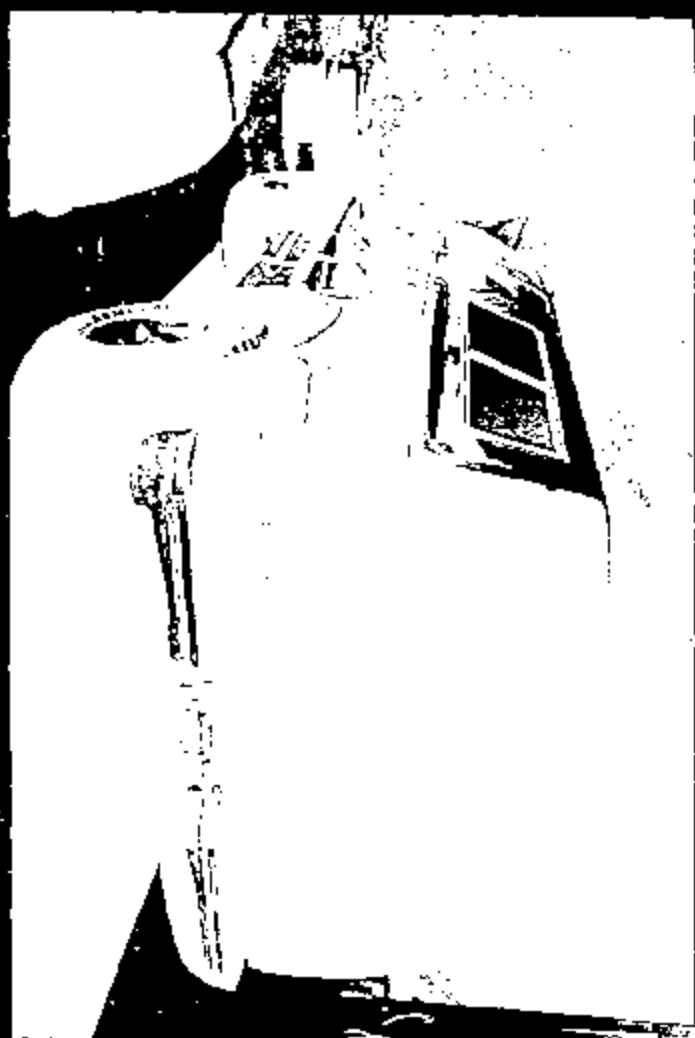


Photo Sheet

Insured

Our File # 92-50744-TH

Policy #

Ins Claim #



Photo -# 7



Photo -# 8

DDS-005-LC-5558

Photo Sheet

Insured

Our File # 92-50744-TH

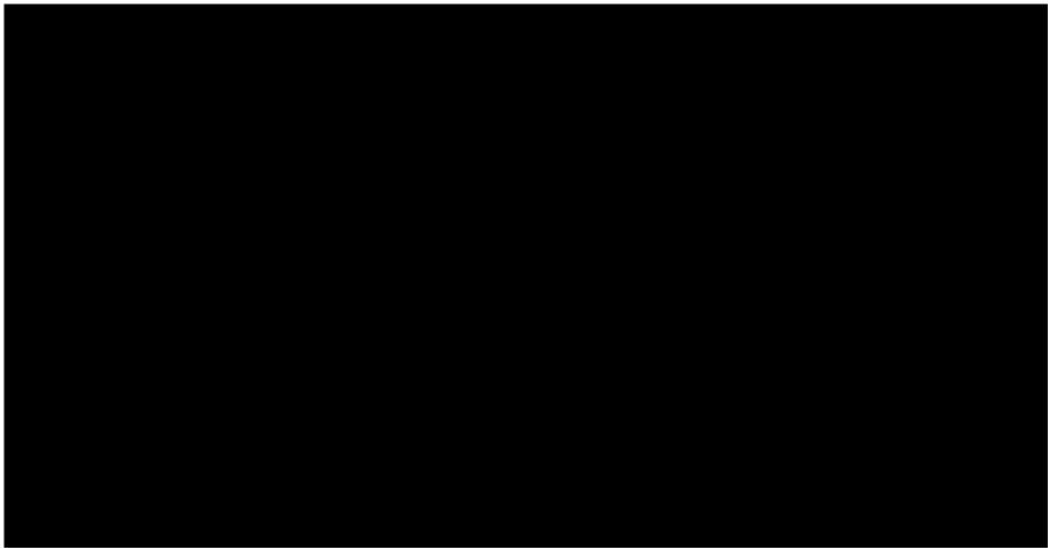
Policy #

Ins Claim #



Photo -# 9

EMRS-0025-10-3087



1408953390

BUSCH & CONARD, P.C.
Attorneys at Law
819 South Main Street
St. Charles, Missouri 63301
(636) 947-9444/(636) 947-6626
Facsimile - (636) 947-1651

CONSUMER AFFAIRS
SECTION

1 AUG 21 10:18 A.M. Frank A. Conard

Virginia L. Busch

August 15, 2001

Ford Motor Company
Consumer Affairs Division
16800 Executive Plaza Drive
MD # 3NEB
Dearborn, Michigan 48126-4207

Re: Recall Notice # 00S22,
Vehicle ID, No. 1FTDF1722VN [REDACTED]
Owner: [REDACTED]

Dear Sirs:

I am writing this letter on behalf of [REDACTED]. I am the attorney representing [REDACTED] in a criminal prosecution for arson. [REDACTED] Ford F150 truck was consumed by fire on August 27, 2000. At the time of the incident he explained to the police department and insurance company that he was unaware as to why his truck caught fire. He was merely driving the truck down the road and it was consumed by fire. After the fire in November 2000, he received the enclosed vehicle recall notice indicating that there was a risk of fire from a frayed fuel line under the hood.

I have discussed this matter with the prosecuting attorney for Warren County and he has indicated to me that if Ford would indicate that the cause of fire, which is detailed in the Vehicle Investigations Nationwide Incorporated Report which I have enclosed, is consistent with a loss that could have occurred as a result of the damage that would have been expected under this recall, the state would be willing to drop the charges against my client.

I am not asking Ford to admit liability in this matter, I am merely asking a representative of Ford Motor Company to review the documentation and indicate to me whether or not the loss, which [REDACTED] suffered, is in fact consistent with the type of loss one would have expected if the fuel line had broken in the manner consistent with the notice of recall.


E-Mail: Buschconard@hotmail.com

ER25-005-LC-5868

After you have had time to review these reports please feel free to call my office or respond in writing.

Thank you for your time and attention.

Very truly yours,



Frank A. Conard
Attorney at Law

Enclosure

FAC/AF

SEP 11 2001

9/10/01

██████████
Wright City, Mo ██████████

To Whom it may concern:

I am writing in response to your request for information on my 1997 Ford F150 XL that caught on fire and burned.

1.) On Friday morning I put \$10.00 of fuel in the truck to go to work. On the way to work the check engine light began to flash and the engine began to cut out. On the way home from work it did the same thing, thinking that I had received some bad fuel I just drove my other vehicle for the rest of the weekend. On Sunday evening I drove the truck out to my other residence to check the mail and to check out the house. The truck was running the same as it did on Friday, but on the return trip from the house it started running worse. It started cutting out and would not hardly run. I pulled the truck over and got out to investigate because I had smelled smoke. I discovered the engine was on fire. I called 911 on my cell phone and reported it. The truck totally burned before volunteer fire company could be dispatched to the scene to distinguish the fire.

2.) There was no other vehicle involved in the accident so 911 did not dispatch a police officer.

3.) The mileage on the truck was approximately 116,000 to 120,000.

4.) No photographs were taken by me.

5.) Do not know the present location of the vehicle.

6.) I myself changed the oil every 3,000 miles and had no other major problems with the vehicle.

7.) The vehicle was not modified after purchase.

8.) Engine was running.

9.) Keys were in the ignition.

10.) Vehicle was purchased brand new.

I hope this is enough thorough information for your investigation. I have done the best to my ability to answer all your questions.

Sincerely,


Richard P. Weekley Jr.

ER05-005-LC-5690

PERSONAL, PRIVILEGED, and CONFIDENTIAL



Vehicle Investigations Nationwide, Inc.

[REDACTED]
St. Louis Storage Pool
St. Louis, Missouri

Claim Number: [REDACTED]
Case Number: VIN00-0915.2
Date of Loss: August 27, 2000

EP05-085-LC-0001

Herbert Z. Meece, Sr.
Thomas G. Kerr
Timothy C. Herb

FORENSIC ANALYSIS and CONSULTING
P.O. Box 90189 • Indianapolis, Indiana 46290-0189
Phone: (317) 337-0-1111 (8044) • (800) 444-4444 (447-3344)
Fax: (317) 334-3681
LICENSED, BONDED & INSURED

Steven L. Miller
Michael C. Hester
Alan C. Williams

Doing Business In:

ALABAMA - ARIZONA - ARKANSAS - FLORIDA - GEORGIA - ILLINOIS - INDIANA - IOWA - KANSAS - KENTUCKY - MASSACHUSETTS - MICHIGAN - MISSOURI



**Vehicle
Investigations
Nationwide, Inc.**

FORENSIC ANALYSIS and CONSULTING
P.O. Box 99108 • Indianapolis, Indiana 46299-0108
Phone: (317) 317-8-VIN (3846) • (800) 448-VIN (447-8848)
Fax: (317) 314-8881
LOGGED, BONDED & INSURED

October 2, 2000

Jeff Eshing
Liberty Mutual
12250 Weber Hill Road
St. Louis, Missouri 63127

Re: [REDACTED]
St. Louis Storage Pool
St. Louis, Missouri

Claim Number: [REDACTED]
Case Number: VIN00-0915.2
Date of Loss: August 27, 2000

Dear Mr. Eshing:

GENERAL FACTS

A detailed examination and inspection was conducted on September 15, 2000. The vehicle was identified as a 1997 Ford F150. The vehicle identification number was verified as 1FTDF1722VN [REDACTED]. The examination was conducted at the St. Louis Storage Pool in St. Louis, Missouri.

SCOPE

Your request was to determine the origin and cause of the fire and the mechanical condition of the vehicle at the time of the fire.

EXTERIOR EXAMINATION

An examination was conducted on the exterior of the vehicle. The primary area of burning was in the front of the vehicle to the hood, and both front fenders. The burning also extended to the roof and both the driver's and passenger side doors.

Doing Business In:

ALABAMA - ARIZONA - ARKANSAS - FLORIDA - GEORGIA - ILLINOIS - INDIANA - IOWA - KANSAS - KENTUCKY - MASSACHUSETTS - MICHIGAN - MISSOURI
MONTANA - NEBRASKA - NEVADA - NEW JERSEY - OHIO - OREGON - PENNSYLVANIA - TENNESSEE - VIRGINIA - WEST VIRGINIA - WISCONSIN

EMF-805-10-5892

The passenger side door was more severely damaged than the driver side. The hood, which was fiberglass, was totally consumed.

The windshield and remaining glass were out due to flame spread. It was determined that both the driver's and passenger side windows were down during the progression of the fire. Both front tires were deflated due to contact with heat and flames that vented from the engine compartment. The left tire was more severely damaged than the right. The grille and headlight assemblies were also totally consumed.

Fire damage to the bed, was confined to flames that vented from the rear window in the cab. There was also minor collision damage to the tailgate and rear bumper. The right side taillight was missing. The vehicle was in fair cosmetic condition prior to the fire.

INTERIOR EXAMINATION

An examination was conducted in the passenger compartment. There was extensive damage in this area. The seat coverings, padding, plastics and ornaments were either severely damaged or totally consumed due to flame impingement. The primary damage was on the driver's side.

After removing debris from the floor area, there was evidence of downburning and unusual burn patterns on the driver's side. The major portions of the carpet and padding were totally consumed on the driver's side. Burning to the carpet on the passenger side was less significant. Unusual burning on that side, however, was also identified.

While removing debris, the remains of a shotgun shell were found on the driver's side floorboard. It was determined that the shotgun shell was on the floor prior to the fire. An aerosol can that had vented was found behind the seat.

Any burning that occurred, as a result of the contents of the container, was confined to the area behind the seat. It was determined that burning in the passenger compartment was both due to flames venting in through access holes in the cowi from the engine compartment, and separate burning that occurred in the passenger compartment. Laboratory debris samples were extracted from the driver's and passenger's side floorboard areas for analysis.

A detailed examination was conducted of the vehicle's electrical system. Concluding, there was no evidence of arcing, fusing or internal heat sources. Damage to all electrical conductors was due to flame impingement on exterior surfaces. No accidental causes were identified. It was determined that electrical systems within this vehicle were not responsible for the cause of the fire.

MECHANICAL EVALUATION

An examination was conducted within the engine compartment. The fire originated in the engine compartment. Fire damage was significant in the area where the sections of the composite fuel lines connected to the steel lines from the tank into the fuel rails. One of the lines was missing, which was unusual.

After reviewing and enlarging the photograph of the fuel lines, it was determined that one of the lines was cut where the steel line from the tank and the composite lines connect. The separation was too exact to have been accidental. The other line that was located just adjacent to the line that was missing did not suffer equal damage. This was identified as an intentional act.

Most of the light metals, hoses, plastics and ornaments were either consumed or severely damaged due to flame engagement. The valve covers on both sides of the engine were consumed from raw fuel that had collected and burned. The radiator and air conditioner condenser was also destroyed due to flame impingement.

There was evidence that raw fuel and vapors from the fuel line contaminated the engine compartment and were ignited.

The engine oil filter was not suitable for testing. An engine oil sample could not be extracted due to melting in the dipstick tube. A transmission fluid sample was extracted for laboratory analysis.

LABORATORY ANALYSIS RESULTS

Both of the debris samples extracted from the passenger compartment tested positive for charcoal lighter fluid.

A spectrochemical analysis of the transmission fluid sample was rated as critical, due to an excessive presence of water. Wear metals were high, indicating possible clutch wear.

CONCLUSION

Concluding origin and cause, it was determined that this fire was incendiary in cause. Someone had cut a fuel line in the engine compartment allowing raw fuel and vapors to collect. These vapors were ignited by an unknown ignition source.

An ignitable liquid, identified by laboratory analysis as charcoal lighter fluid, was distributed in the floorboard areas and ignited. This ignitable liquid was either ignited by someone with an open flame, such as a match or lighter. Ignition also could have occurred from the fire burning in the engine compartment. Two separate positions of origin were identified.

The mechanical condition of the vehicle was confined to the analysis of the transmission fluid. The transmission would have been operating with a loss of power due to the high wear metals that were identified. It is unknown how water contamination occurred. The condition of the engine is unknown.

AIT L
5601 Fortune Ci
Indianapol
Telephone: 317-24

LABOR

September 22, 2000

Vehicle Investigations National
Attn: Mr. Steve Miller
P.O. Box 90109
Indianapolis, IN 46290

AIT SPECIMEN: 092000-001

Client Specimen: VIN00-0915.2

Sample Number: 1 of 2

Date of Specimen Receipt: 9/20/00

Date of Report: September 22, 2000

Specimen

Client Description: Carpet

AIT Description: Consist

Analysis Requested: Accela

Analysis Performed: Gas Chr

1. Heat
2. Adsor

Results of Analysis:

1. GC/MS - Headspace
Negative
2. GC/MS - Adsorptic
The specimen was
distillate with a
similar to charcc

VIN00-0915.2

This shall conclude the scope of the examination the pictorial illustrations. If you have any questions, or I can a other matter, please feel free to contact me.

Sincerely,
VEHICLE INVESTIGATIONS NATIONWIDE, INC.



Herbert T. Miller, Sr., S.C.F.I., C.F.L., C.P.I.I., C.E.P., C.
Senior Investigator
Certified Forensic Locksmith
State Certified Fire Investigator
Certified Evidence Photographer

Member, Associated Locksmiths of America
National Fire Protection Association
National Police Forensic Videographers
National Association of Certified Investigat
Evidence Photographers International Cou
International Association of Investigative L

HTM/rjm

Enclosures

Vehicle Investigations Nationwide, Inc.
September 22, 2000
Page 2

Conclusion:

Specimen 092000-001 was found positive for charcoal
lighter fluid.



Michael A. Evans, Ph.D.
Director of Clinical and Forensic Operations

--- END OF REPORT ---

AIT Laboratories
5601 Fortune Circle, So., Suite C
Indianapolis, Indiana 46241
Telephone: 317-243-3894 Fax: 317-243-2789

LABORATORY REPORT

September 22, 2000

Vehicle Investigations Nationwide, Inc.
Attn: Mr. Steve Miller
P.O. Box 90109
Indianapolis, IN 46290

AIT SPECIMEN: 092000-002

Client Specimen: VIN00-0915.2

Sample Number: 2 of 2

Date of Specimen Receipt: 9/20/00

Date of Report: September 22, 2000

Specimen

Client Description: Carpet & debris from driver's side

AIT Description: Consistent with Client Description

Analysis Requested: Accelerants

Analysis Performed: Gas Chromatography/Mass Spectrometry

1. Heated Headspace
2. Adsorption Elution

Results of Analysis:

1. GC/MS - Headspace:
Negative
2. GC/MS - Adsorption Elution:
The specimen was found to contain a medium petroleum
distillate with a chromatographic pattern
similar to charcoal lighter fluid.

Vehicle Investigations Nationwide, Inc.
September 22, 2000
Page 2

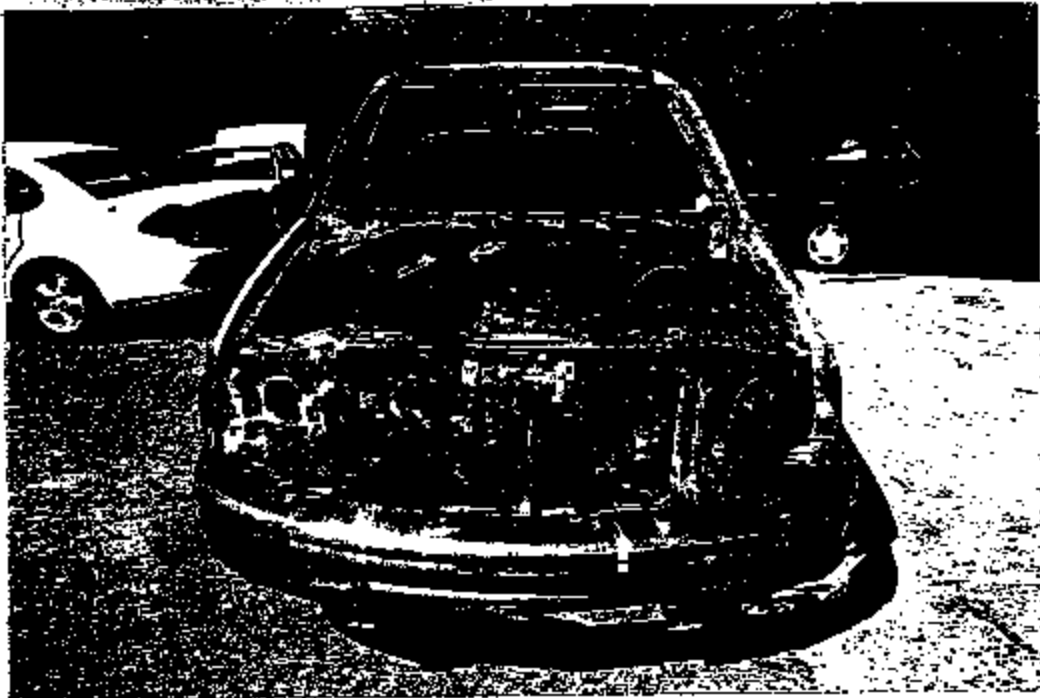
Conclusion:

Specimen 092000-002 was found positive for charcoal
lighter fluid.



Michael A. Evans, Ph.D.
Director of Clinical and Forensic Operations

--- END OF REPORT---



1. Front of the vehicle.



2. Right side of the vehicle, indicating burn pattern extending from the engine compartment toward the rear.

VIN0G-09152

ER05-005-LC-5700



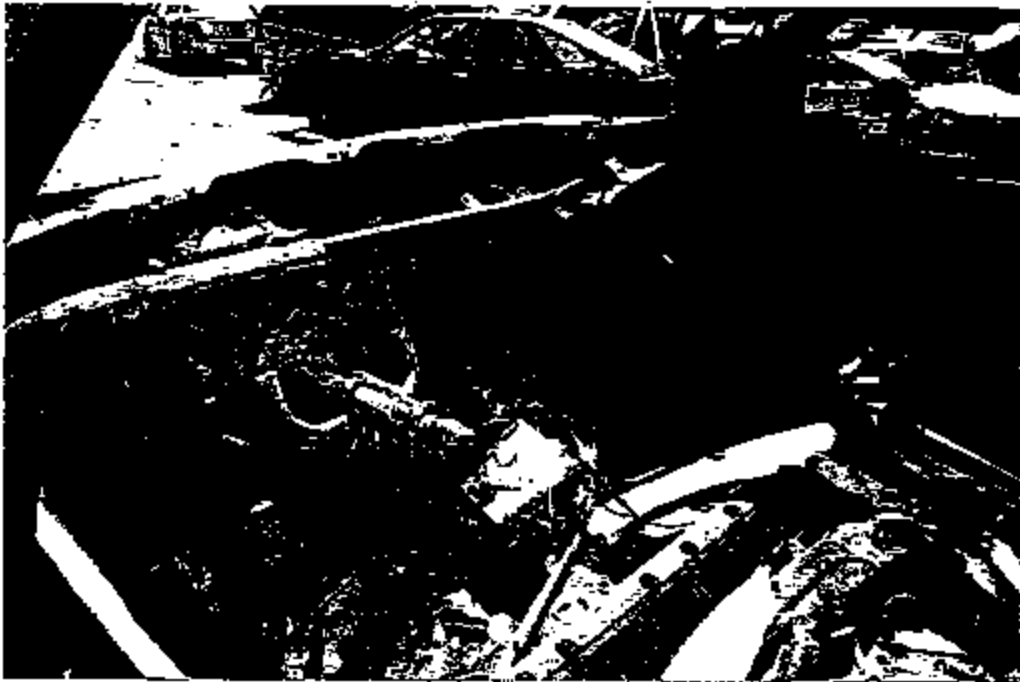
5. Close up of the driver's side door, indicating it was open during the progression of the fire.



6. Interior of the vehicle through the driver's side door, indicating the downburning and burning to the kick panel.

VIN00-09152

ENG-605-LC-5762



7. Dash area, facing the right side.

VIN00-0015.2



8. Dash area, facing the left side.

EN85-085-LC-5783



9. Passenger side door, indicating the window was down during the progression of the fire.



10. Driver's side door, indicating the window was down during the progression of the fire.

WINDD-0915.2

YIN00-091 B.2



11. Front seat area, facing the right side.



12. Front seat area, facing the left side.

DN5-885-LC-5785



13. Passenger side floorboard area, after debris removal.



14. Close up of the passenger side floorboard area, indicating where the debris sample was extracted.

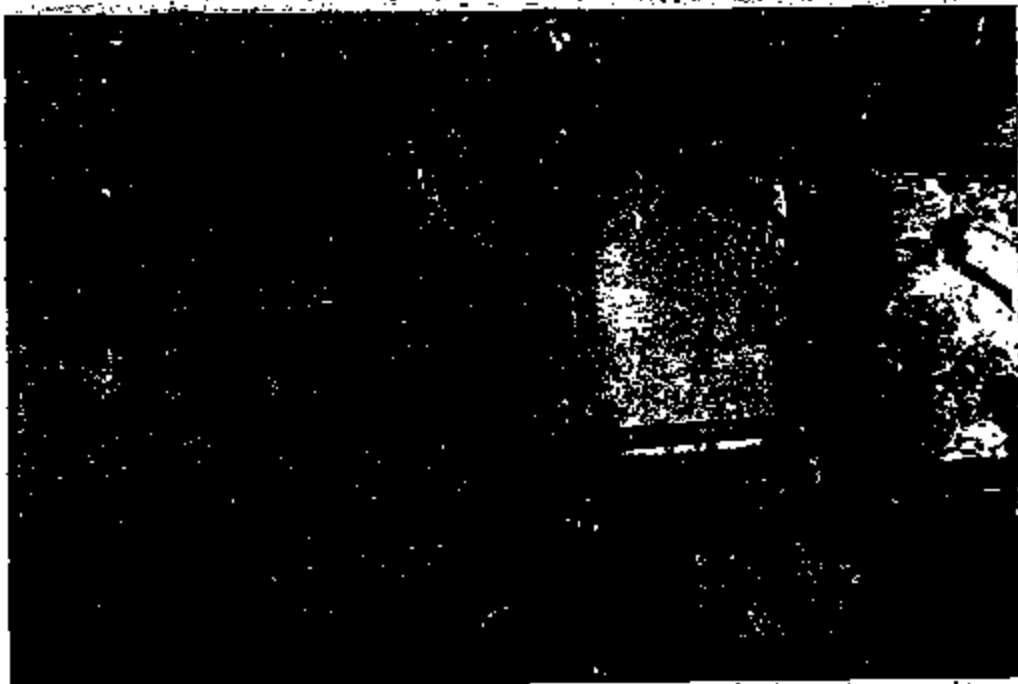
VIN00-0915.2

ERAS-885-LC-5766

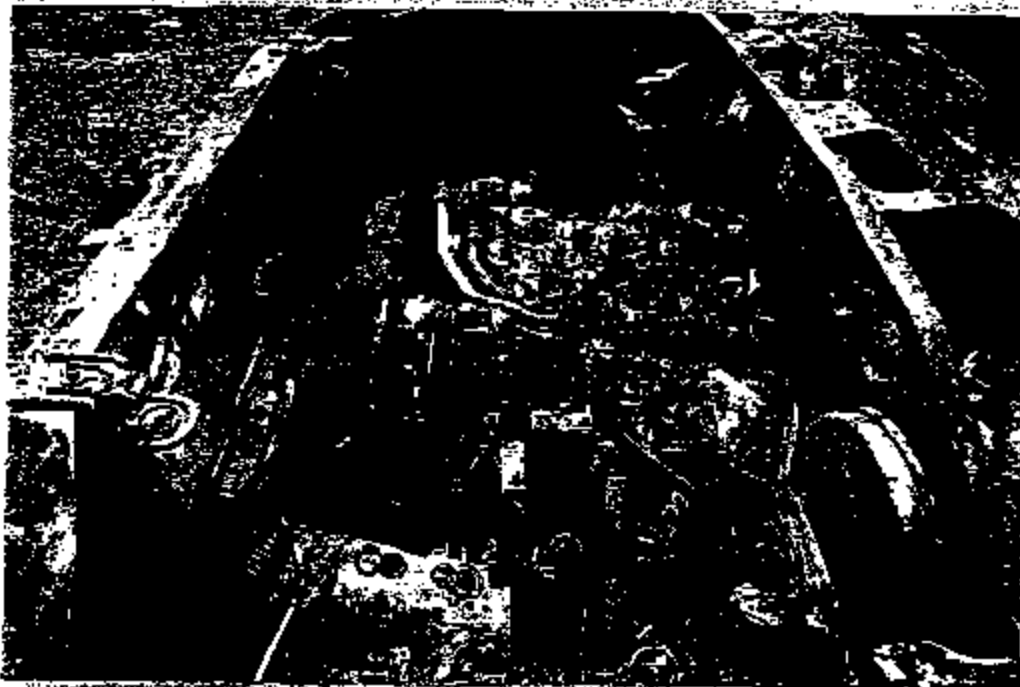
YIN00-0914.2



15. Driver's side floorboard area, debris and sample removed.



16. Close up of the driver's side floorboard area, indicating where the sample was extracted.



17. Engine compartment, facing the right side.



18. Engine compartment, facing the left side.

YIN00-09152

ER05-005-LC-578



19. Engine compartment, facing the rear.

VIN00-0815.2



20. Close up of the left side of the engine, indicating the valve covers were consumed, along with other light metals.

EG95-805-LC-5768



21. Close up of the right side of the engine, indicating the valve covers were consumed; along with other light metals.



22. Rear of the engine, indicating the location of the fuel lines.

YIN06-0919.2

ENG-885-LC-5718

VIN00-0815.2



23. Close up, same area, indicating the oxidation on the cowl caused by the fuel from the fuel line.



24. Close up of the fuel line at the cowl, indicating the line that was cut, with a spray pattern on the cowl.

ERR-005-LC-5711



YIN00-0915.2

25. The remains of the shotgun shell extracted from the passenger compartment on the driver's side floorboard.



Farm Bureau Insurance

FARM BUREAU MUTUAL INSURANCE COMPANY • FFB INSURANCE COMPANY
KANSAS FARM BUREAU LIFE INSURANCE COMPANY • FFB SERVICES INSURANCE AGENCY

Topoka District Claims Dept. • 1130 S.W. Winding Rd. • P.O. Box 4383 • Topoka, Kansas 66604 • (785) 273-0904
Fax: (785) 273-9623

April 20, 1998

*won't
release
parts*

ATTN: JESSIE HOLLINGSWORTH
FORD MOTOR COMPANY
PARKLANE TOWERS WEST, STE 400
THREE PARKLANE BLVD
DEARBORN MI 48126

RE: Insured : [REDACTED]
Claim # : [REDACTED]
D/Loss : 02-03-98

Dear Jessie Hollingsworth,

I am writing to you in response to your letter of 03-05-98. We will try to provide you with the requested information in your correspondence.

This incident occurred on 02-03-98 at our insureds residence of [REDACTED] in Emporia, Kansas. Our insured was operating this vehicle on his property. While operating the vehicle he began to smell something burning. He stopped the vehicle and found that a fire had started in the engine compartment of this vehicle. While trying to open the hood of the truck he then saw the fire had spread into the dash of the interior compartment. Fortunately he was by a nearby water source, so [REDACTED] began throwing water in the interior compartment and extinguished the fire. Had [REDACTED] who is [REDACTED] years old, not responded in the manner he did, more than likely the entire vehicle would have burned. Their residence is located in a rural area. The fire department never did respond to the fire scene.

Our insured is [REDACTED] who resides at the above stated residence. He is [REDACTED] years of age and married to [REDACTED] is a retired farmer/rancher. To our knowledge he received no medical treatment for any injuries he may have received from this incident.

The vehicle in question is a 1996 Ford F150 4x4 pickup bearing ID# 1FTEF14N0T1 [REDACTED] The vehicle had approximately 18,000 miles on it.

Enclosed with this letter is documentation to support our claim. These include our expert report from Technical Forensic Services, photos, services records of the vehicle & estimate of damages and our evaluation worksheet.

PAGE -2-

Our expert has the fuel rail crossover hose in his possession in Liberty, Missouri. The vehicle is located at the Topeka Storage Pool in Topeka, Kansas.

This vehicle was determined to be unrepairable due to the damage it sustained from the fire. Therefore a settlement was reached with our insured on the current market value of his vehicle as a total loss. According to the insured, he purchased this vehicle as a new vehicle from John North Ford in Emporia, Kansas.

We are again offering you an inspection of this vehicle and the defective part in question by any of your people or experts. We however do not wish to relinquish possession of any evidence that would be part of our investigation. If you wish to inspect these items please contact me so that appointments may be made at everyone's convenience.

We have not yet turned this over to our attorney's to pursue this matter, in hopes that this can be concluded without either one of us incurring attorney fee cost. If however we cannot reach an agreement on this matter we will be forced to pursue this through litigation.

If you have any questions on any of this information please do not hesitate to contact us.

Sincerely,

Joseph R. Hadicke /pm
Joseph R. Hadicke
Senior Adjuster

enclosure

cc : Master File - Steven A. Fisher, RCM
JRH:pm

ER85-885-LC-5714

tfs

Technical Forensic Services

TFS Case #978

Claim [REDACTED]

tfs

Technical Forensic Services L.L.C.

11609 NE 115th Street
Liberty, MO 64068
Office - 816-781-5302
Fax - 816-782-4057

TFS Case #978
Claim # [REDACTED]

February 23, 1998

Farm Bureau Mutual Claims
PO Box 268
Emporia, Kansas 66801

DOL 2-3-98
VIN #1FTEF14N0TL [REDACTED]
1996 Ford F-150 4x4
Insured: [REDACTED]

Attr: Joe Hedicke

We have completed the Component failure analysis RE: claim [REDACTED]

COMPONENT FAILURE ANALYSIS

******* SUMMARY OF FINDINGS *******

After examination of the vehicle, we find that the fire began in the engine compartment at the top and front of the engine. We also find that the fire was a result of a failed plastic fuel rail crossover hose.

The vehicle was inspected on 2-17-98 at John North Ford in Emporia, Kansas.

The initial inspection revealed that the fire had begun in the engine compartment and migrated into the passenger compartment.



TFS Case #978
Claim #98-2516

ER05-895-LC-5716



The entry of the fire into the passenger compartment was through the heater/evaporator hole in the right side of the firewall. (arrow)



The primary hot spot of the fire was at the center of the hood 18-20 inches from the front edge. (arrow)



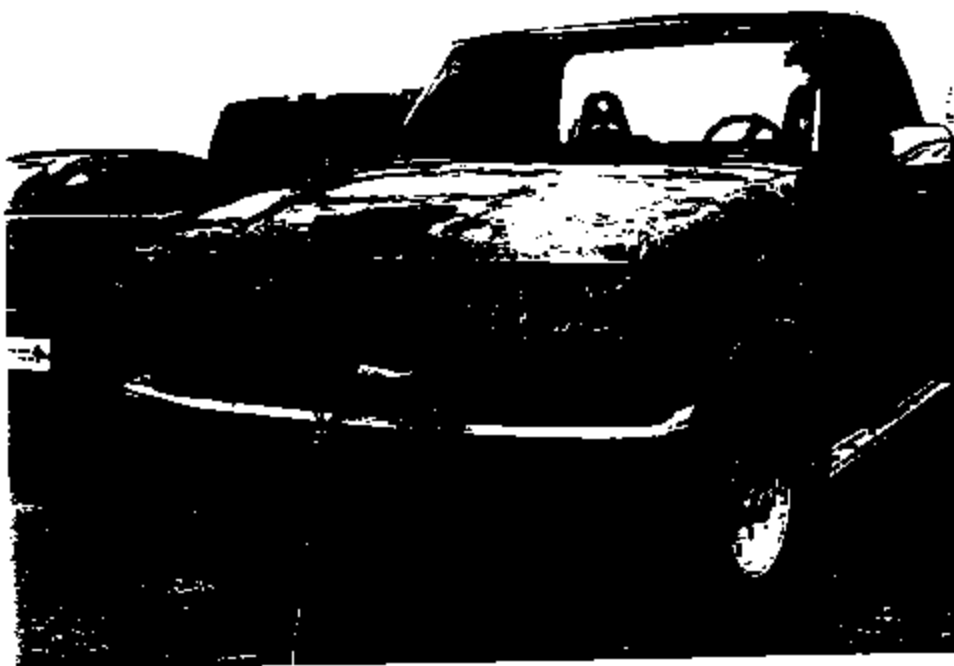
The damage/burn patterns on the engine also indicate the lowest, hottest point of the fire was under this hood damage. (right and below arrows)



Melted/puddled aluminum was found in this area indicating temperatures between 1150° F and 1500° F. These high temperatures indicate a fuel fire rather than an origin in the electrical system.

TFS Case #978
Claim [REDACTED]

Vehicle overview



ERG5-885-LC-5718

TFS Case #974
Claim [REDACTED]

Vehicle overview



ER05-005-LC-5719

TFS Case #978
Claim # [REDACTED]

Engine overview



ENG-005-LC-5720

TFS Case 8978
Claim [REDACTED]

Engine overview



ER05-085-LC-5721

CLAIM PHOTO TRANSMITTAL

INSURED: [REDACTED] 07/02/03/98 CLAIM #: [REDACTED]



Photo #1 Date 2/05/98 By: Joe Hadicke
Description: Insured's 1996 Ford F150 XLT 4x4 Pickup



Photo # 2
Description Same as #1

ENR-605-LC-5722

CLAIM PHOTO TRANSMITTAL

INSURED [REDACTED] D/102/03/98 CLAIM # [REDACTED]

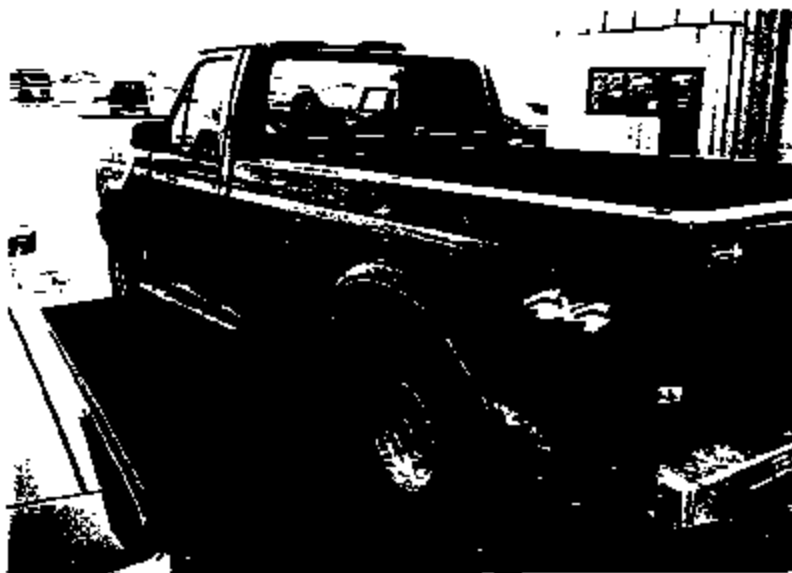


Photo #3 Date 2/05/98 By: Joe Madicke
Description: Same as #1



Photo #4
Description Same as #1

ERRS-005-LC-5723

CLAIM PHOTO TRANSMITTAL

INSURED: [REDACTED] D/L02/03/98 CLAIM #: [REDACTED]



Photo #5 Date 2/05/98 By: Joe Hadlock

Description: Same as #1



Photo # 6

Description Same as #1 - Interior of pickup, taken from the right side

ER05-005-LC-5724

CLAIM PHOTO TRANSMITTAL

INSURED [REDACTED] D/L02/03/98 CLAIM # [REDACTED]



Photo #7 Date 2/05/98 By: Joe Hadicke
Description: Same as #6

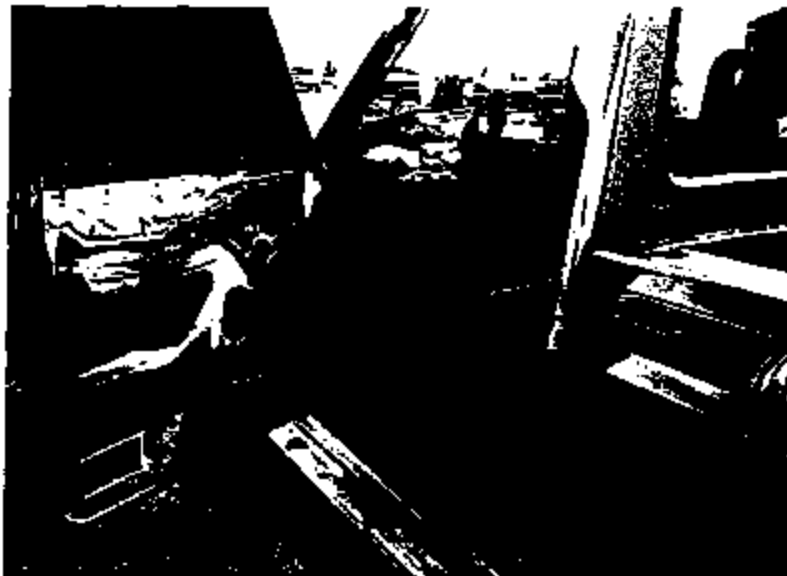


Photo #8
Description: Same as #1 - Interior of pickup taken from left side

ERBS-695-LC-5725

CLAIM PHOTO TRANSMITTAL

INSURED: [REDACTED] D/L02/03/98 CLAIM [REDACTED]



Photo #9 Date 2/05/98 By: Joe Hadicke
Description: Same as #8



Photo # 10
Description Same as #8

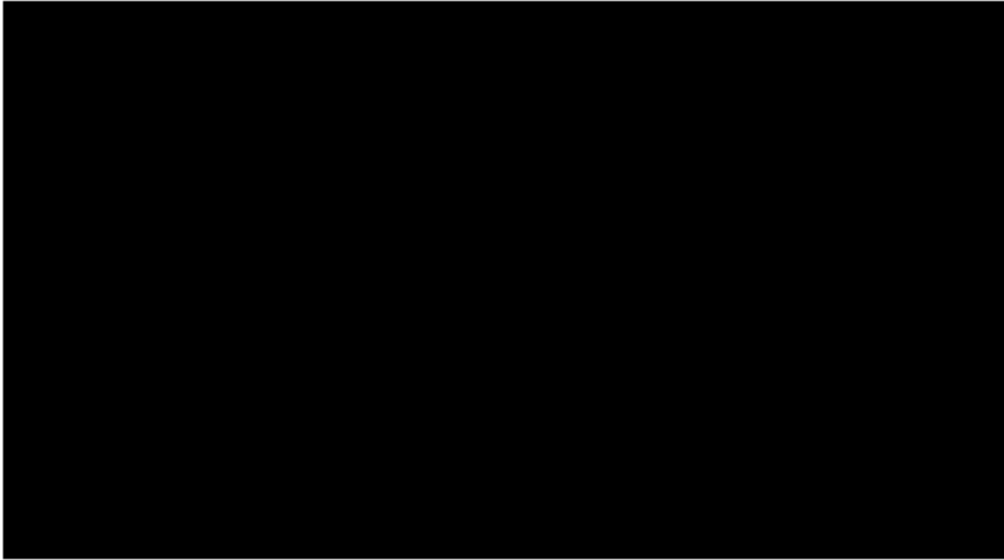


KANSAS BURGLARY LOSS REPORT (KCLR)

FILE NO.
POLICE NO.
DATE

1. NAME OF BURGLAR		2. ADDRESS OF BURGLAR	
3. NAME OF VICTIM		4. ADDRESS OF VICTIM	
5. NAME OF POLICE OFFICER		6. ADDRESS OF POLICE OFFICER	
7. NAME OF INSURANCE COMPANY		8. ADDRESS OF INSURANCE COMPANY	
9. NAME OF AGENT		10. ADDRESS OF AGENT	
11. NAME OF WITNESS		12. ADDRESS OF WITNESS	
13. NAME OF NEIGHBOR		14. ADDRESS OF NEIGHBOR	
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99. NAME OF OTHER WITNESS		100. ADDRESS OF OTHER WITNESS	

EP08-202-LC-5721



FILED

03 JAN -8 AM 10:14

JEANNE HILLSAP, CLERK

PAMELA EDWARDS

DEPUTY

1 PATRICK CURRY(151067)
2 CURRY & WESTGATE, INC.
3 5637 N. PERSHING AVE.,
4 SUITE A-1
5 STOCKTON, CA 95207
6 209-473-0394

7 Attorney for Plaintiff

8 THIS CASE HAS BEEN ASSIGNED TO
9 JUDGE PETER SAJERS IN DEPARTMENT 13
10 FOR ALL PURPOSES, INCLUDING TRIAL

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN JOAQUIN

13 [REDACTED]

14 Plaintiff,

15 vs.

16 FORD MOTOR COMPANY,
17 DOES 1-10, INCLUSIVE
18 Defendants.

19 Case No. **CV019614**
20 COMPLAINT FOR BREACH
21 OF EXPRESS WARRANTY
22 AND VIOLATION
23 OF CONSUMER
24 WARRANTY ACT
25 [CC §1794. CC §1793.]

26 Plaintiff alleges:

27 1. Plaintiff, [REDACTED] is an individual and is now, and at all times mentioned in this
28 complaint was, a resident of San Joaquin County, California.

2. Defendants, Ford Motor Company, ("Defendants corporation") is now, and at all times
mentioned in this complaint were, a corporation doing business under the laws of the State of
California.

3. At all times mentioned in this complaint, Defendants corporation was in the business of
manufacturing automobiles.

4. On May 7, 2001, plaintiff purchased a 2001 Ford F150 from a retail seller as defined in
Civil Code section 1791(1); Manteca Ford ("retail seller") located at Manteca, California. As
part of a written lease agreement entered into between plaintiff and the retail seller, plaintiff
financed the truck with Ford Motor Credit Company.

1
2 5. The truck purchased by plaintiff was manufactured by Defendants corporation on an
3 unknown date at its manufacturing plant. Defendants corporation made an express warranty
4 which accompanied the truck and warranted that the truck would perform properly for a
5 period of 36 months or 30,000.00 miles.

6 6. After plaintiff purchased the truck, plaintiff used the truck for a short period of time in
7 accordance with the normal operation of the truck and did not mishandle or otherwise damage
8 the truck. On or about July 2001, plaintiff discovered that the truck failed to perform properly,
9 and since that time the truck have failed to conform to the terms of the express warranty in
10 that the truck's transmission and engine malfunctioned and was repaired by the local dealer.
11 (In addition, the air conditioner and seats were repaired. In August 2002, the truck caught fire
12 and was severely damaged.

13
14 7. Pursuant to Civil Code section 1793.2(b), plaintiff delivered the truck to the Cross-
15 Defendants corporation's service and repair facility(Manteca Ford) within California.
16 Defendant inspected said truck and was unable to determine the cause of the fire. Defendant
17 has not been able to repair or unwilling and defendant's local dealer is unable to repair the
18 truck.

19
20 8. Defendants corporation has committed a willful violation of the Song-Beverly
21 Consumer Warranty Act and Tanner Consumer Protection Act and has breached the express
22 warranty described in this complaint in that the defects in the truck were not remedied after a
23 reasonable number of attempts to do so and the Defendants corporation refused to replace the
24 truck or reimburse plaintiff as required under Civil Code section 1793.2(d)].

25 9. Plaintiff justifiably revoked acceptance of the truck by attempting to deliver the truck to
26 Manteca Ford and contacting Defendant in which plaintiff demanded that Defendants
27
28

1 corporation either replace the truck or reimburse plaintiff in an amount equal to the purchase
2 price paid, less the amount directly attributable to use by plaintiff.

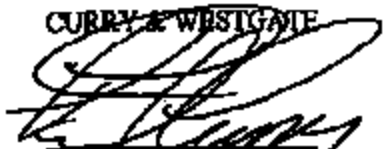
3 10. Plaintiff has incurred and will continue to incur damages and costs and expenses,
4 including attorney fees, as a result of Defendants's breach of express warranty and violation
5 of the Song-Beverly Consumer Warranty Act and Tanner Consumer Protection Act.

6 11. Plaintiff is entitled to a civil penalty against Defendants corporation of two times the
7 amount of actual damages for its willful violation of the Song-Beverly Consumer Warranty
8 Act and Tanner Consumer Protection Act.

9 WHEREFORE, Plaintiff demands judgment against Defendants corporation for the
10 following:
11

- 12 1. damages in the amount in amount to be proven at trial;
- 13 2. incidental and consequential damages, if appropriate;
- 14 3. A civil penalty of two times the amount of actual damages;
- 15 4. Costs and expenses of suit, including attorney fees according to proof; and
- 16 5. Any other and further relief the court considers proper.

17 Dated 1-2-03.

18 CURRY & WESTGATE

 19
 20 Patrick Curry
 21 Attorney for Plaintiff
 22
 23
 24
 25
 26
 27
 28

SFCHADMA

Action Detail

08/20/02 18:05:30

==>

VIN: 1FTRX17L01K [REDACTED] Year: 2001 Model: F-SERIES
Owner Status: SUBSEQUENT WSD: 05/07/01
Name: [REDACTED] Hm Ph: [REDACTED]
Trnt: Case: 759762641 Day Ph: [REDACTED]
Symptom Desc: BACKFIRES ACCELERATION ALL ENGINE TEMP
Reason Desc: LEGAL - ACCIDENT / FIRE
Dealer: MANTECA FORD-MERCURY, INC.
Issue Type: 07 LEGAL Issue Status: O OPEN
Comm Type: PH PHONE Odometer Reading: 30000 MI
Analyst: RWILLIAM ROXANNA WILLIAMS Document Number:
Action Date: 08/19/02 Action Data: Y Action Time: 14:15:47 EST
Origin Desc: US CONCERN CASE BASE
Action Desc: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
Comments: CUSTOMER SAYS: =AUGUST 17 2002 =THE VER IS AT MY HOUSE NO
W =THERE WAS A BACKFIRE IN THE ENGINE WHEN I WAS ACCELLERA
TING AND THEN THE ENGINE CAUGHT FIRE WHILE I WAS DRIVING -
THE WHOLE ENGINE WAS BURNT UP AND IT MADE A LOUD BOOM NOISE,
THE ENGINE IN THE VER IS NOT THE ORIGIONAL , IT WAS A REPLA
CEMENT BY FORD DLR =I HAD TO PUT THE FIRE OUT WITH A NEIGHB

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

LPRELA3

ERR5-005-LC-5731

SFCHADMA

Action Detail

08/20/02 18:05:33

==>

VIN: 1PTRX17L01E [REDACTED] Year: 2001 Model: F-SERIES
 Owner Status: SUBSEQUENT WSD: 05/07/01
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 759762641 Day Ph: [REDACTED]
 Symptom Desc: BACKFIRES ACCELERATION ALL ENGINE TEMP
 Reason Desc: LEGAL - ACCIDENT / FIRE
 Dealer: MANTECA FORD-MERCURY, INC.
 Issue Type: 07 LEGAL Issue Status: 0 OPEN
 Comm Type: PH PHONE Odometer Reading: 30000 MI
 Analyst: RWILLIAM ROXANNA WILLIAMS Document Number:
 Action Date: 08/19/02 Action Data: Y Action Time: 14:18:47 EST
 Origin Desc: US CONCERN CASE BASE
 Action Desc: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Comments: CEMENT BY FORD DLR -I HAD TO PUT THE FIRE OUT WITH A NEIGHB
 OURS HOSE, AND SOMEONE CALLED THE FIRE AND POLICE -I FILED
 A FIRE REPORT AND IT WOULD BE COMPLETE IN A FEW DAYS -I WAS
 DRIVING ON MAINE STREET -I HAVE NOT CALLE DTHE INSURANCE
 -I DO NOT WANT TO FIX THE VEH, I WANT THE VEH BAUGHT BACK F
 ROM FORD PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED:
 F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 MORE COMMENTS AVAILABLE LPRELA3

SPCHADMA

Action Detail

08/20/02 18:05:34

=>

VIN: 1FTRX17L01K [REDACTED] Year: 2001 Model: F-SERIES
 Owner Status: SUBSEQUENT WSD: 05/07/01
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: [REDACTED] Case: 759762641 Day Ph: [REDACTED]
 Symptom Desc: BACKFIRES ACCELERATION ALL, ENGINE TEMP
 Reason Desc: LEGAL - ACCIDENT / FIRE
 Dealer: MANTECA FORD-MERCURY, INC. *cell*
 Issue Type: 07 LEGAL Issue Status: OPEN
 Comm Type: PH PHONE Odometer Reading: 30000 MI
 Analyst: RWILLIAM ROXANNA WILLIAMS Document Number:
 Action Date: 08/19/02 Action Data: Y Action Time: 14:18:47 EST
 Origin Desc: US CONCERN CASE BASE
 Action Desc: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS
 Comments: ROM FORD PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED:
 - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GR
 OUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 B
 USINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPO
 RT THIS INCIDENT. INFERENCE CASE ID: 5349

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

LPRELA3

759762641

CURRY & WESTGATE

A Professional Corporation
Attorneys at Law

5637 N. Pershing Avenue
Suite A-1

Stockton, California 95207

E-Mail: patcurry@earthlink.net

(209)473-0394

(209)473-4108 fax

Patrick Curry
Darla Westgate

November 11, 2002

2 NOV 18 12 03

Ford Motor Company
Customer Assistance Center
P.O. Box 6248
Dearborn, MI 48121

RE: Lemon Law
My Client: [REDACTED]
Date of purchase: 5-7-01
Mileage: 29000

1 FTRX17L01K [REDACTED]

Dear Ford:

This letter is to inform you that this firm represents [REDACTED] regarding a 2001 Ford F150 pickup
be purchase from Manteca Ford in Manteca, California on 5-7-2001. Please note the following:

Within a few weeks, the engine and transmission was replaced by the dealer. The air conditioner has
experienced problems and the seats were replaced. In August 2002, the truck caught on fire was
severely damaged. The dealer is at a loss. Ford sent an engineer to inspect the truck, but was unable to
determine the reason for the fire. My client has telephoned Ford warranty and they refer back to the
dealer and later denied the claim before the Disputa Settlement Board.

My client has attempted to resolve the problem with the local dealer, but they inform him that they do
not honor the Lemon Law and would not replace his truck.

My client hereby demands satisfaction under the Song-Beverly Consumer Warranty (Lemon Law)
Civil Code § 1793.2 which states in part that the manufacturer shall either replace or reimburse the
buyer under the expressed warranty. The warranty is for three years or 36000 miles.

Please contact this office to set up the transaction requested above. Failure to do so by December 6,
2002 will result in legal action.

Sincerely,
CURRY & WESTGATE



Patrick Curry
Attorney at Law

2 4 01 412-72



AFFIDAVIT OF VEHICLE FIRE

(All Questions Must Be Answered)

Claim Number: [Redacted] Name of Insured: Dale Holmes Age 42
 Address: [Redacted] Birmingham, AL
 Home Phone: [Redacted] Bus. Phone: [Redacted] Occupation: L.P.U.
 Name/Address of Employer: HEALTHCARE SERVICES, INC.
 Driver's License #: [Redacted] DOT #: [Redacted] Social Security #: [Redacted] Marital Status: M

Date Of Fire: 1/25/95 10:35 AM (PM) Location: 5400 BIK AVE. FAIRFIELD AL 35064

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
 What was the temperature outside when the fire occurred? What color was the smoke? at night unable to tell
 In what area of the car did the fire start? Under Hood

IF Occupied
 Did you smell or see the fire first? Yes Which side of the vehicle did you exit from?
 Did you leave the door open? Yes No Did you remove the key from the ignition? Yes No
 Did you miss the hood? Yes No Was the gas cap removed? Yes No
 How long did you remain at the scene? How did you get home? My husband came for me
 Name/Address of Witness(es): FRANK HOLMES - 129-11th AVE S.W.

Was the fire reported to the police? Yes No Date: 1/25/95 Time: 10:35 AM PM By Whom?
 Name/Address of Fire Dept.: Fair Field Fire Dept
 Did they make a report? Yes No Telephone Number:
 If repairable, do you wish to have the vehicle repaired? Yes No

VEHICLE EQUIPMENT (Check if vehicle had any of the following):

<input checked="" type="checkbox"/> Power Windows	<input checked="" type="checkbox"/> 4 Wheel	<input type="checkbox"/> 4 Wheel Drive	<input checked="" type="checkbox"/> Automatic Tires	<input type="checkbox"/> 6 Cylinder
<input checked="" type="checkbox"/> Power Steering	<input checked="" type="checkbox"/> Leather Seats	<input type="checkbox"/> AM	<input type="checkbox"/> 3 Speed	<input checked="" type="checkbox"/> 8 Cylinder
<input checked="" type="checkbox"/> Power Brakes	<input type="checkbox"/> Vinyl Seats	<input checked="" type="checkbox"/> AM/FM	<input type="checkbox"/> 4 Speed	<input type="checkbox"/> Other
<input type="checkbox"/> Power Locks	<input type="checkbox"/> Vinyl Seats	<input type="checkbox"/> AM/FM Stereo	<input type="checkbox"/> 5 Speed	<input type="checkbox"/>
<input type="checkbox"/> Power Seats	<input type="checkbox"/> Mag Wheels	<input checked="" type="checkbox"/> AM/FM Stereo Tape	<input type="checkbox"/> Customized (self)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Cruise Control	<input type="checkbox"/> T-top/Rear roof	<input type="checkbox"/> Customized (self)	<input type="checkbox"/> Customized factory	<input type="checkbox"/>
<input checked="" type="checkbox"/> Air Conditioning	<input type="checkbox"/> Vinyl Roof	<input checked="" type="checkbox"/> Custom factory	<input type="checkbox"/> 4 Cylinder	<input type="checkbox"/>

VEHICLE CONDITION (Fair F, Good G, Excellent E) Paint: G Transmission: E OTHER DISTINGUISHING FEATURES
 Engine: E Body: E (Dents, dials, trailer hitch, interior)
 Name/Address of Service Station Garage: Adamson Ford - 1932 1st Ave S. Birmingham, AL 35233
 Who performs routine maintenance service? Date last serviced: 2 wks prior to fire
 Who performs State MV Inspection? Date last inspected:

Was car purchased: New Used Purchase Price: \$
 Trade-In Car: \$ Allowance \$
 Seller Dealer/Individual (include address): Adamson Ford
 How did you learn car was for sale? Went to car lot
 Mileage at time of purchase: 21,000 Mileage at time of loss (fire): 35,000
 How was car paid for? Cash Check If financed, name and address of Finance Company:
 Ford Motor Credit

Account # 161232 Balance Due: \$ Loan Term: 59 Months at \$ 571.46
 Initials of Insured: DS Date: 1/25/95
 Initials of Notary: _____ Date: _____

6930 Honor Keith Road
Trussville, AL 35179



Business (205) 655-5484
Fax (205) 655-7024

COMPLETE FIRE AND GENERAL INVESTIGATIONS

PRIVILEGED AND CONFIDENTIAL
REPORT NUMBER ONE
March 31, 2003

PREPARED FOR:

Nationwide Insurance Company
4100 Colonnade Parkway
Suite 150
Birmingham, Alabama 35243

ATTENTION:

Rick Hebson

INSURED:

[REDACTED]

VEHICLE DESCRIPTION:

2001 Ford F-150 Supercrew

VEHICLE ID NUMBER:

1FTRW07W21K [REDACTED]

DAY & DATE OF LOSS:

Sunday, September 22, 2002

POLICY NUMBER:

[REDACTED]

PYRTECH FILE NUMBER:

72294

ENCLOSURES:

1. Twenty-two mounted color photographs
2. Unmounted photographs and negatives

ASSIGNMENT:

This assignment was received on December 6, 2002 from Mr. Rick Hebson with specific instructions to conduct an origin and cause examination. A cursory examination was conducted on December 6, 2002 and a complete examination involving destructive testing was conducted on March 12, 2003 at the facilities of SourceOne in Birmingham, Alabama. Mr. Rick Hebson was present during these examinations.

VEHICLE DESCRIPTION:

This is a brown 2001 Ford F-150 4X2 Supercrew. It is powered by a 4.6 liter V-8, single overhead cam, electronically fuel injected gasoline engine with an automatic transmission. The date of manufacture is June of 2000 and the odometer registers 35,095 miles. The Alabama license plate reads [REDACTED] and expires in July of 2003.

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

EXTERIOR EXAMINATION:

Dark smoke staining is present on the lower right side of the windshield, which is normally fire crazed. A slight radial pattern emanates from the right rear edge of the hood and extends forward in a decreasing manner toward the front of the vehicle. A smaller and less severe pattern is present on the right front fender above the rear of the wheel well opening. Melt damage to the plastic cowl vent is more severe to the rear of the pattern on the hood and decreases to either side. Patterns of burning indicate this fire originated in the right rear of the engine compartment.

INTERIOR EXAMINATION:

Very light smoke staining is present throughout that increases only slightly toward the right front base of the windshield where light melting is present on the upper dash cover. Close examination of the floor under the right side of the dash revealed small areas of melted plastic accumulated on the carpet. Patterns of burning indicate this fire originated in the right rear of the engine compartment and spread slightly into the interior through normal openings in the cowl.

ENGINE COMPARTMENT EXAMINATION:

Damage to rubber and plastic components increases steadily toward the right rear where extensive damage is present at the right side of the cowl and melting of the aluminum hood support is apparent immediately above this area. Close examination of the right side of the engine revealed light melt damage to fuel injectors and only light damage to the fuel rail. Close examination of battery cables revealed no evidence of an electrical malfunction. Patterns of burning indicate this fire originated along the right front of the cowl.

ORIGIN AREA EXAMINATION:

Close examination indicates the only possible heat source to be the main wiring harness attached to the front of the cowl. There are no obvious signs of arcing or shorting but several of the copper conductors are very brittle and have small sections missing.

A large section of the burned harness was removed and will be retained pending further instructions.

DETERMINATION OF ORIGIN AREA AND CAUSE:

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

In my opinion, this fire originated in the wiring harness along the front of the cowl at the right rear of the engine compartment and was most likely caused by an electrical malfunction. I consider this fire to be accidental in nature.

The date of manufacture and the mileage indicates this vehicle is still under manufacturer's warranty.

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

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

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

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 1 OF 22

The right side and front



INSURED [REDACTED] PHOTOGRAPH SHEET

Left side and rear

NO. 2 OF 22

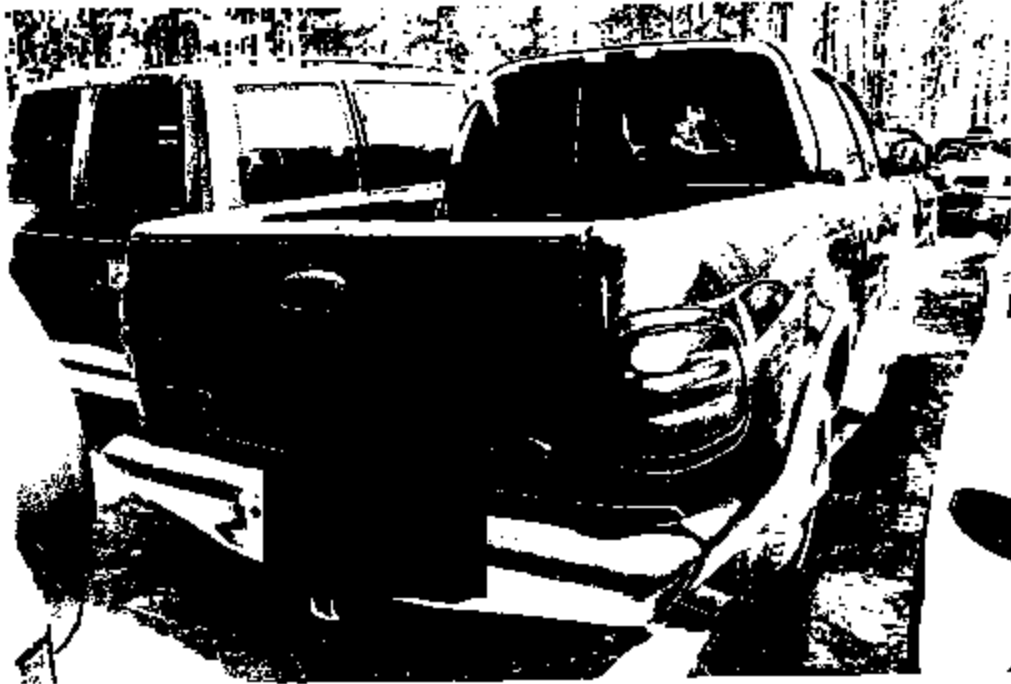


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 3 OF 22

Rear and right side



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 4 OF 22

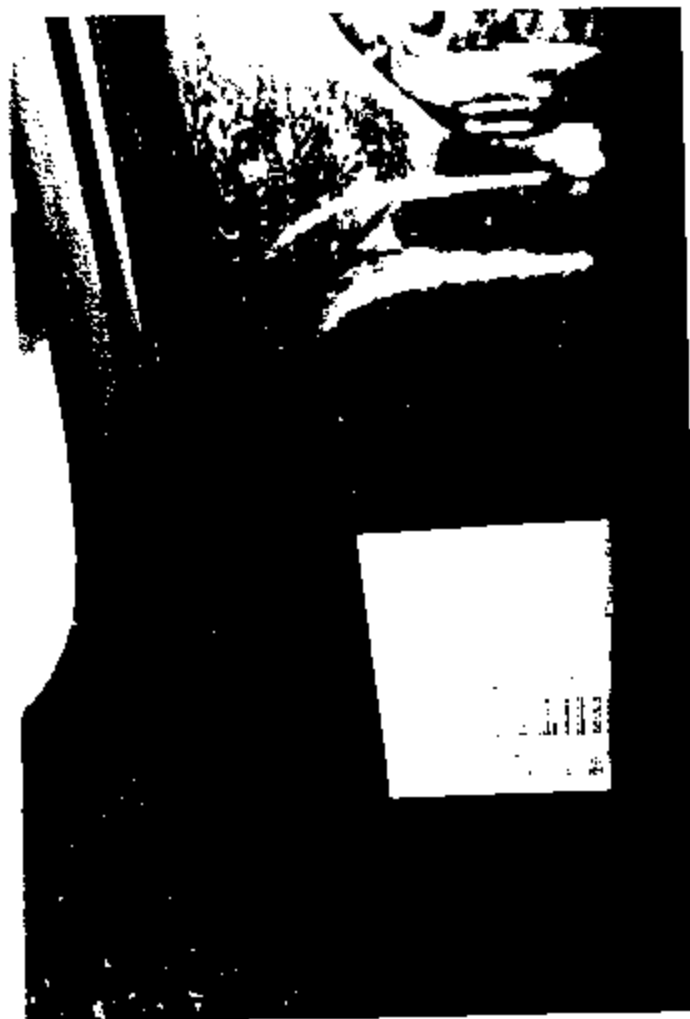
Vehicle ID number



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 5 OF 22

Manufacturer's data plate

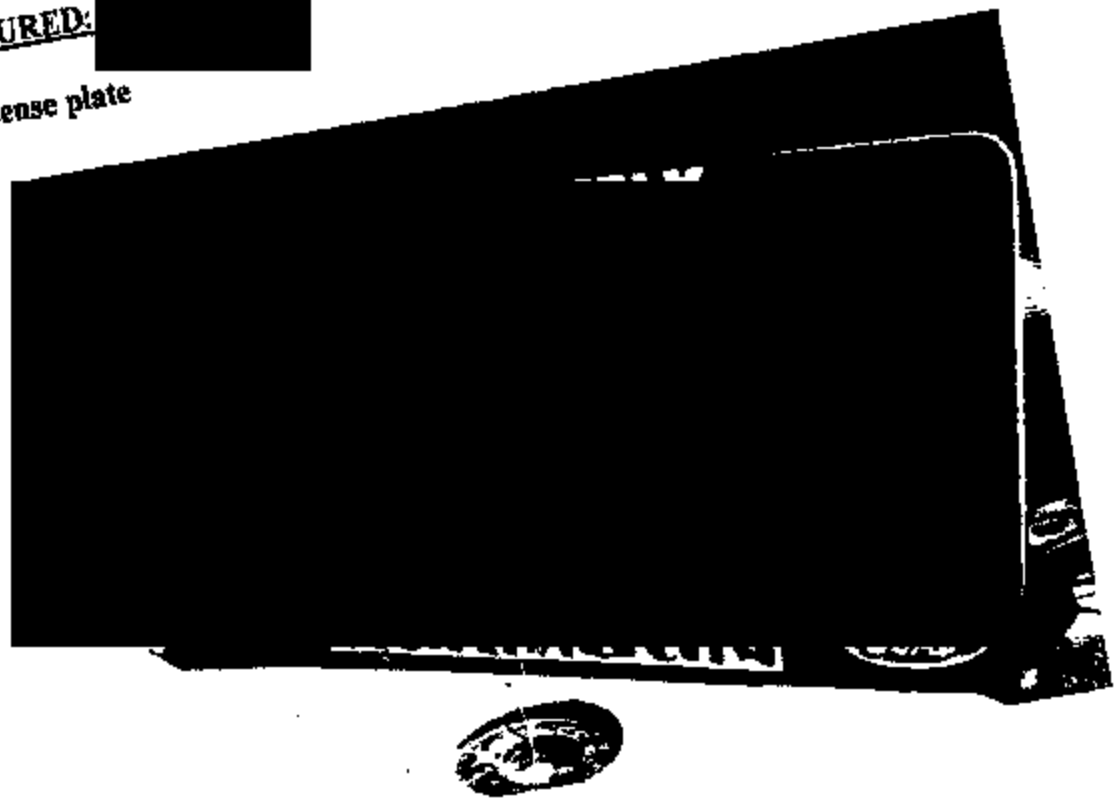


PHOTOGRAPH SHEET

NO. 6 OF 22

INSURED: [REDACTED]

License plate



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 7 OF 22

Burn patterns on hood and fender



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 8 OF 22

Burn patterns on rear of hood



EDS-865-LC-5747

PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 9 OF 22

Melting of cowl vent



PHOTOGRAPH SHEET

INSURED [REDACTED]

NO. 10 OF 22

Rear of interior

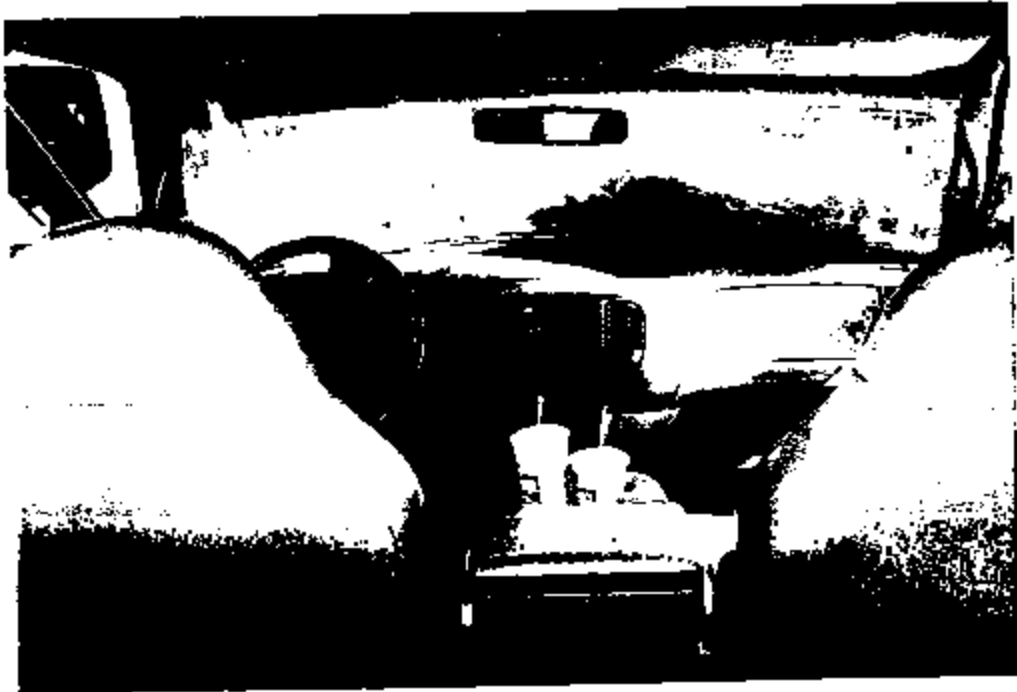


ERG5-805-LC-5748

PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 11 OF 22

Front of interior

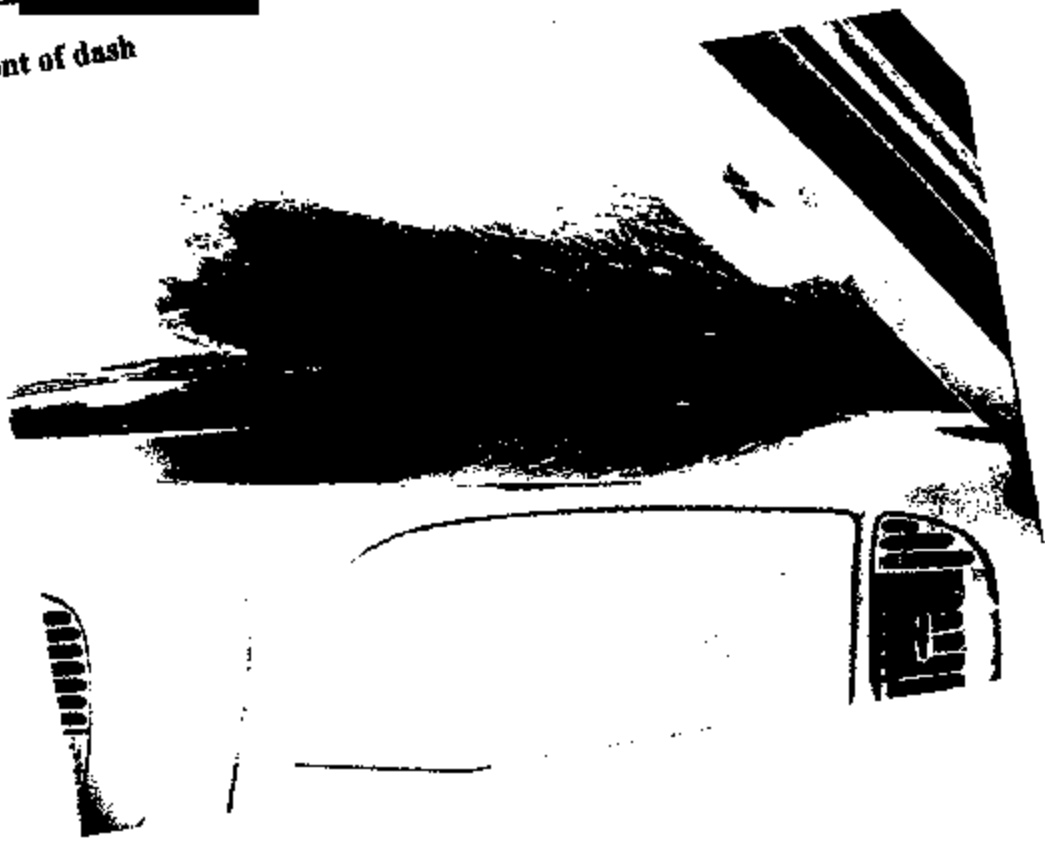


PHOTOGRAPH SHEET

NO. 12 OF 22

INSURED: [REDACTED]

Right front of dash



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 13 OF 22

Melting under right side of dash

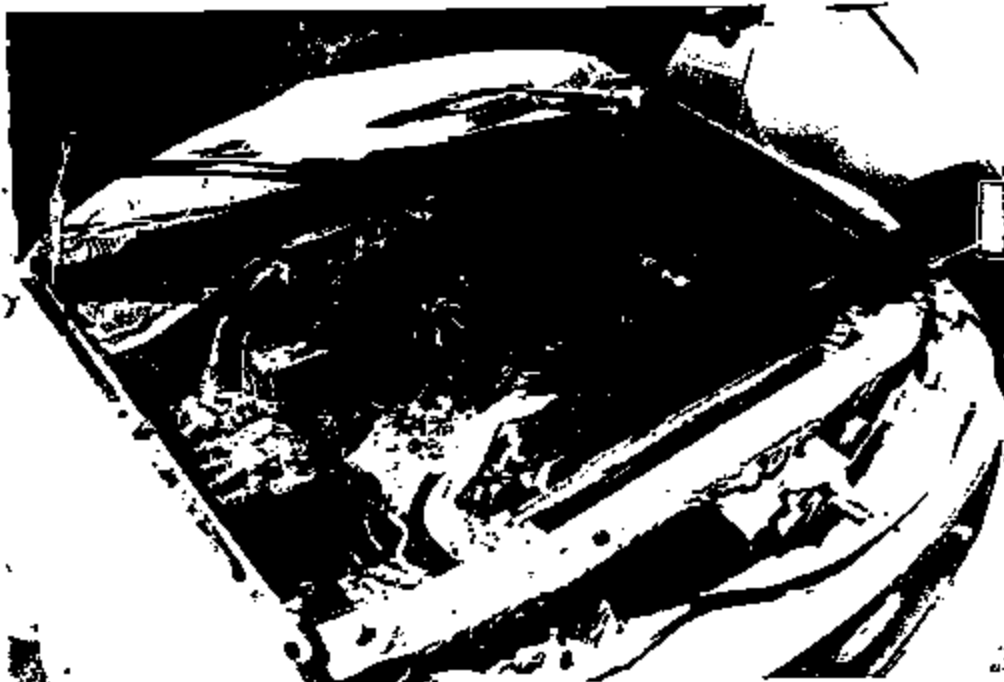


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 14 OF 22

Engine compartment



ERG-885-LC-5733

PHOTOGRAPH SHEET

INSURED

NO.: 15 OF 22

Underside of hood



PHOTOGRAPH SHEET

INSURED: [REDACTED] NO.: 16 OF 22

Melting at right rear of hood



FD-302 (Rev. 5-22-64)

PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 17 OF 22

Right side of engine



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 18 OF 22

Battery cables

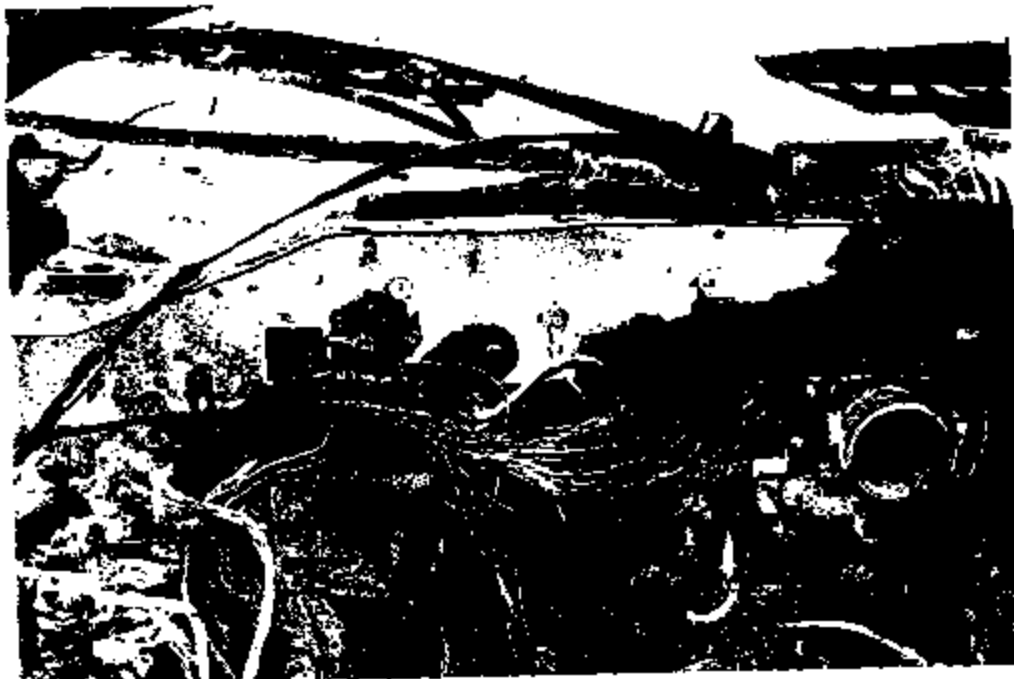


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 19 OF 22

Right side of cowl

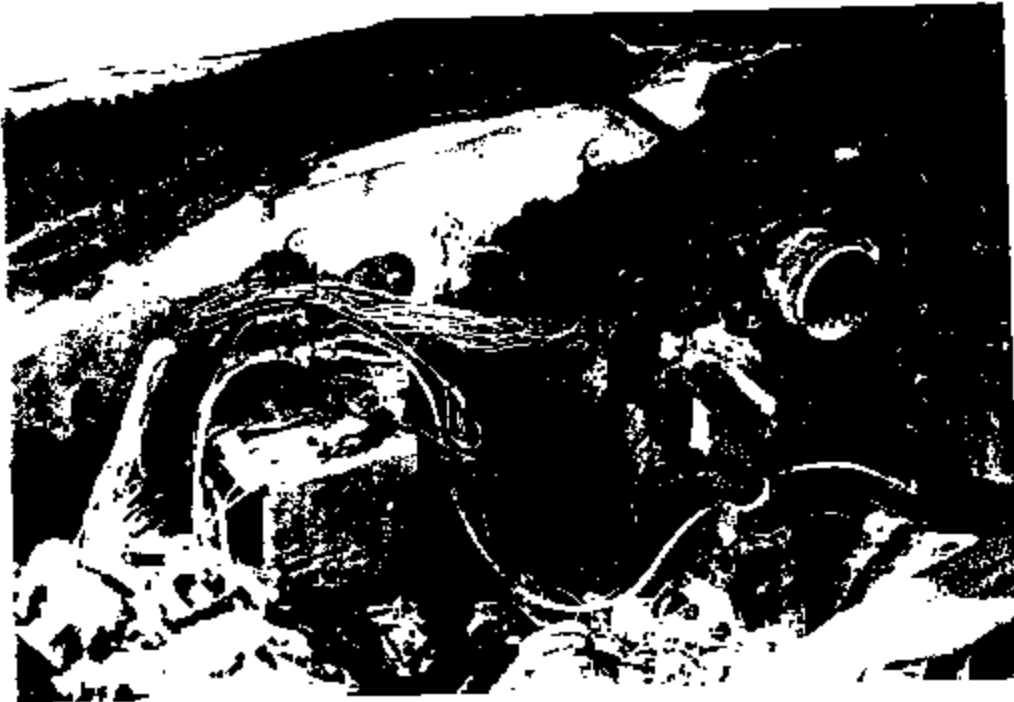


PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 20 OF 22

Right side of cowi



PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 21 OF 22

Fire damage to wiring harness



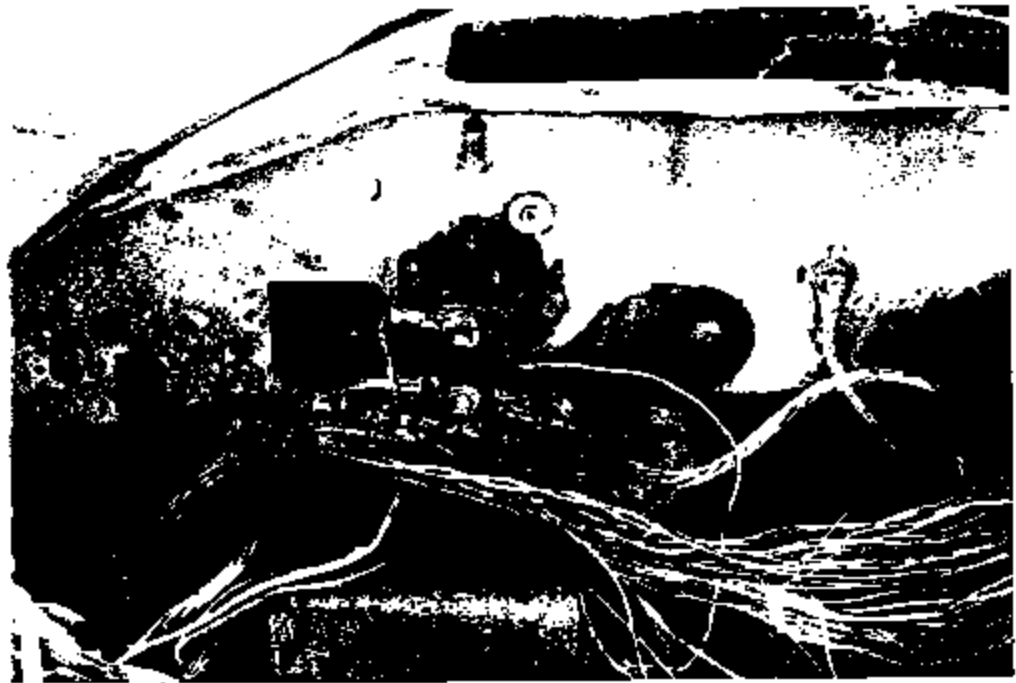
PHOTOGRAPH SHEET

INSURED: [REDACTED]

NO.: 22 OF 22

Evidence retained





DNV-005-LC-5782



ER05-005-LC-5783



8905-805-LC-5784

4100 COLONNADE PARWAY, SUITE 100
BIRMINGHAM, AL 35243-2099



February 24, 2003

Certified Mail - Return Receipt Requested

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

RECEIVED MAR 4 2003

Re: Our Insured [REDACTED]
Policy # [REDACTED]
Date of Loss: 9/22/2002

Dear Mr. Norton:

This is to advise you that Nationwide Insurance Company has completed an initial investigation involving the following vehicle:

Year: 2001
Make: Ford
Model: F-150 Pickup
VIN: 1FTRW07W21K [REDACTED]

Our preliminary investigation indicates the above vehicle was travelling down a road when it caught fire. The vehicle had been to the dealer three times for service. This letter is to place you on notice of Nationwide's subrogation claim should the cause of the fire be determined to be Ford Motor Company's responsibility.

This letter will confirm Nationwide Insurance's intent to perform an Origin and Cause Examination on the subject vehicle. While we do not intend to intentionally cause any damage to the vehicle during our examination, there is the potential for damage just through handling. I would like to extend the opportunity to Ford Motor Company to have their representative present to participate in the examination.

On March 12th, 2003, we will be conducting our destructive examination of the subject vehicle. Should the above date be inconvenient for you or your expert, please contact me within ten (10) days so that a mutually convenient date and time can be arranged. Regardless, this examination will take place within thirty (30) days. If you fail to attend this examination, please be advised that Ford Motor Company will waive all possible spoliation claims with regard to Nationwide Insurance's destructive testing of the vehicle.

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE GENERAL INSURANCE COMPANY
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY
HOME OFFICE: COLUMBUS, OHIO

ENC-005-LC-5785

Our Examination is scheduled to take place on the Holmes' vehicle at the following date, time and location:

Date: March 12th, 2003

Time: 0900 hrs CST

Location: Source One

6750 Highway 78 East

Birmingham, Alabama 35210

Should you have any questions regarding this matter, please contact me at (205) 444-9228.

Very truly yours,

L.R. "Rick" Hebron
Special Investigator
Nationwide Insurance Company

ER98-685-LC-678A



STATE OF NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

GASTON COUNTY

2001 JAN 19 PM 4:41

01 CVS _____

[REDACTED]

NO. _____ C.S.C.

Plaintiff

vs.

COMPLAINT

FORD MOTOR COMPANY, and
HAYGOOD LINCOLN-MERCURY, INC.,

Defendants

The Plaintiff, complaining of the Defendants, alleges and says:

1. The Plaintiff, [REDACTED] (hereinafter referred to as "State Farm"), is a company organized under the laws of another state, lawfully doing business in Gastonia, Gaston County, North Carolina.

2. The Defendant, Ford Motor Company (hereinafter referred to as "Ford"), is a corporation duly organized in the state of Delaware and is licensed to do business in North Carolina, and regularly does substantial business in North Carolina.

3. The Defendant, Haygood Lincoln-Mercury, Inc. (hereinafter "Haygood") is, upon information and belief, a corporation organized and existing under the laws of North Carolina with its principal place of business in the County of Gaston, State of North Carolina.

4. At all times relevant hereto, State Farm provided insurance coverage to [REDACTED] and pursuant to such contract, is subrogated to all the rights and interests of [REDACTED] against the Defendants in this action.

5. Ford designed and manufactured a certain 1998 Lincoln Navigator bearing the Vehicle Identification number 5LMPU28L8W [REDACTED] (hereinafter referred to as "vehicle"), which forms the basis of the claims made herein.

6. Prior to October 15, 1999, Ford sold the vehicle at issue to the Co-Defendant, Haygood.

7. During the period of time in which Haygood owned the vehicle, Haygood as owner, had a duty to maintain the vehicle in good working condition and to correct any

unreasonably dangerous condition or defect of which said Defendant Haygood created or knew or should have known existed.

8. In August of 1998, the Defendant Haygood re-sold the vehicle to the Plaintiff's insured, [REDACTED], for good and valuable consideration, and the vehicle was registered under North Carolina License Plate No. [REDACTED].

9. On or about the 15th day of October, 1999, the vehicle was being operated by the Plaintiff's insured [REDACTED] in Lowell, North Carolina when the "check engine light" became illuminated, and the vehicle suddenly lost power. Thereafter, the engine compartment caught fire and burned.

10. As a result of the aforementioned fire, the vehicle was declared a total loss, and pursuant to State Farm's insurance contract with [REDACTED] State Farm paid damages in excess of \$10,000.00.

11. The aforementioned fire and resulting total loss of the Plaintiff's insured's vehicle was due to a failure and/or defect in the vehicle fuel line.

NEGLIGENCE OF FORD MOTOR COMPANY

12. The Plaintiff incorporates by reference the foregoing Paragraphs 1 through 11 as if fully set forth herein.

13. The Defendant Ford, as manufacturer and seller of the vehicle had a duty to design, manufacture, and sell a product that was not unreasonably dangerous or defective and/or had a duty to warn of dangers and defects of which said Defendant Ford created or knew or should have known existed through the exercise of reasonable care.

14. The vehicle's defective fuel system and the resulting fire was due to the negligence of Ford, as well as the negligence of unidentified agents and employees of Ford.

15. Ford breached the aforementioned duties and was negligent in the following respects:

- (a) It failed to operate in a reasonable and workmanlike manner in regard to the design, development, production, manufacturing, testing and inspection of the fuel system found in the vehicle in question;
- (b) It placed in the channels of trade, a product which it knew or in the exercise of reasonable care should have known to be in a dangerous condition when used in a reasonable foreseeable manner;
- (c) It failed to warn the Plaintiff's insured of known dangerous conditions; and

- (d) Such other acts and/or omissions constituting carelessness, negligence, and reckless disregard as may be ascertained under discovery procedures to be undertaken in accordance with the North Carolina Rules of Civil Procedure.

16. The Plaintiff's insured was in no way contributorily negligent with respect to the fire which gives rise to this lawsuit nor did Plaintiff's insured know nor should Plaintiff's insured have known of the inherently dangerous propensities of the vehicle.

17. As a result of the aforementioned negligence of the Defendant Ford, Plaintiff has suffered damages which were proximately caused by the negligence of Defendant Ford, in excess of \$10,000.00.

NEGLIGENCE OF HAYGOOD LINCOLN-MERCURY, INC.

18. The Plaintiff incorporates by reference the foregoing Paragraphs 1 through 17 as if fully set forth herein.

19. The Defendant Haygood had a duty as owner of the vehicle to maintain the vehicle during its period of ownership in a reasonably safe condition, a duty to prevent the vehicle from becoming reasonably unsafe, and/or a duty to correct the unreasonably dangerous condition of which said Defendant created or knew or should have known existed upon reasonable inspection.

20. The Defendant Haygood also had a duty as seller of said vehicle to disclose to the Plaintiff's insured the existence of all dangerous conditions or defects of which said Defendant created or which said Defendant knew or should have known by reasonable inspection existed.

21. The vehicle's defective fuel system and the resulting fire was due to the negligence of Haygood, as well as the negligence of unidentified agents and employees of Haygood.

22. Haygood breached the aforementioned duties and was negligent in the following respects:

- (a) It failed to properly and adequately inspect the vehicle to ensure it was not unreasonably dangerous or defective for its normal and intended use;
- (b) It failed to properly and adequately maintain and service the vehicle during its period of ownership and also during service repairs after the purchase by the Plaintiff's insured, so as to prevent the vehicle from becoming unreasonably dangerous and defective;
- (c) It failed to warn the Plaintiff's insured of known dangerous conditions; and
- (d) Such other acts and/or omissions constituting carelessness, negligence, and reckless disregard as may be ascertained under discovery procedures to be

undertaken in accordance with the North Carolina Rules of Civil Procedure.

23. The Plaintiff's insured was in no way contributorily negligent with respect to the fire which gives rise to this lawsuit nor did Plaintiff's insured know nor should Plaintiff's insured have known of the inherently dangerous propensities of the vehicle.

24. As a result of the aforementioned negligence of the Defendant Haygood, Plaintiff has suffered damages which were proximately caused by the negligence of Defendant Haygood, in excess of \$10,000.00.

**BREACH OF WARRANTIES BY FORD MOTOR COMPANY AND
HAYGOOD LINCOLN-MERCURY**

25. The Plaintiff incorporates by reference the foregoing Paragraphs 1 through 24 as if fully set forth herein.

26. At all times relevant hereto, the Plaintiff was a "buyer", Ford and Haygood were a "manufacturer", "seller" and "merchant" within the meaning of the Uniform Commercial Code and the North Carolina General Statutes.

27. The Defendants, Ford and Haygood, expressly and impliedly warranted and represented in law and in fact that the vehicle was in proper and safe condition, and the Plaintiff's insured without any knowledge to the contrary relied upon said warranty when it purchased the vehicle for good and valuable consideration.

28. Said vehicle was not in proper condition, of merchantable quality nor reasonably fit for the particular purpose the vehicle was intended, but was, instead, in a dangerous and defective condition, unsuitable as it had an unsafe, dangerous and defective fuel system and was in a defective and dangerous condition on and prior to its sale.

29. Defendants, Ford and Haygood, breached their express and implied warranties, including but not limited to merchantability and fitness for a particular purpose, by placing in the channels of trade a product which they knew or in the exercise of due care should have known to be in a dangerous condition when used in a reasonable foreseeable manner and as such is liable for breach of said warranties.

30. As a result of breach of said warranties, the Plaintiff has suffered damages in excess of \$10,000.00.

WHEREFORE, the Plaintiff prays for relief as follows:

1. That it have and recover from the Defendant Ford an amount in excess of \$10,000.00,

VERIFICATION

KRISTEN SMITH, being first duly sworn, deposes and says that she is an agent of the Plaintiff in the above-entitled action; that she has read the Complaint and knows the contents thereof to be true, except as to the matters and things therein set forth upon information and belief, and as to those matters and things he believes them to be true.



KRISTEN SMITH for STATE FARM
MUTUAL AUTOMOBILE INSURANCE
COMPANY

SWORN to and subscribed before me

this 16th day of January, 2000-2001

Susan Paige Barron
Notary Public

My Commission Expires May 21, 2005

My Commission Expires: _____

(Affix Notarial Seal)

State Farm Insurance Companies



April 11, 2000

Charlotte Service Center
4935 Albemarle Road
Charlotte, North Carolina 28205
Phone: (704) 563-4100

Ms. Jennifer Savage
Ford Motor Company
3 Parklane BLVD
Parklane Towers W STE 400
Dearborn MI 48126-2568


Re: Insured: [REDACTED]
Date of Loss: October 15, 1999
Claim Number: 33-0159-677

Dear Ms. Savage:

In your correspondence dated January 9, 2000, you indicated you would advise us in approximately 30 to 60 days your company's position on our subrogation claim. As of the writing of this letter, we have not heard from your company regarding their decision. Please advise us at your earliest convenience so that we can make a decision on how to proceed in the handling of our claim.

We look forward to hearing from you in the very near future. Please contact me at the number below.

Sincerely,


Kristin L. Smith
CLAIM SPECIALIST
SPECIAL INVESTIGATIVE UNIT
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
PHONE (704) 563-4159

KLS/028/0411010

ERIS-885-LC-5772



SFCHADMA

Action Detail

09/16/98 15:06:45

==>

VIN: 5LMPU28L0WL Year: 1998 Model: NAVIGATOR

Name: [REDACTED]

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer:

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 05/28/98 Action Data: Y

Action Time: 11:02:07 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: OPEN LEGAL CONTACT - ATTORNEY DEMAND

Comments: **ATTORNEY LETTER RECEIVED: 5/26/98**

ATTORNEY WRITES:

- WHILE DRIVING THE VEHICLE BEGAN SMOKING UNEXPECTEDLY. THE CUSTOMER PULLED INTO A NEARBY MOBIL STATION. THE VEHICLE THEN CAUGHT FIRE AND A STATION ATTENDANT PUT THE FIRE OUT WITH A FIRE EXTINGUISHER. THE VEHICLE HAS BEEN TOWED TO

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

8773-005-10-573

SPCHADMA

Action Detail

09/16/98 15:06:56

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VIN: 5LMPU28L0W1 Year: 1998 Model: NAVIGATOR
Name: [REDACTED]
VLC: [REDACTED] Case: 1397271488
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer:
Issue Type: 07 LEGAL Issue Status: X ACKNOWLEDG
Comm Type: ML MAIL Odometer Reading: 1 MI
Analyst: 9561TP THELMA PERRY Document Number:
Action Date: 05/28/98 Action Data: Y
Action Time: 11:02:07 EST
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: OPEN LEGAL CONTACT - ATTORNEY DEMAND
Comments: WITH A FIRE EXTINGUISHER. THE VEHICLE HAS BEEN TOWED TO
STAR L-M BUT WAS PURCHASED AT BEACH L-M.
*
LPA ACKNOWLEDGED RECEIPT OF THE LETTER BY PHONE

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return

NO MORE COMMENTS AVAILABLE

OGDE296

VIN: 51MPU28LOWL [REDACTED] Year: 1998 Model: NAVIGATOR
 Name: [REDACTED]
 VLC: Case: 1397271488
 Symptom:
 Reason: LEGAL - OTHER ATTORNEY DEMAND
 Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
 Issue Type: 07 LEGAL CAN Court: Legal Issue Type:
 Issue Status: K ACKNOWLEDG CAN Award: MORSII Contact: N

A	C	DATE	ACTION	Origin	Description
		05/28/98	CALGL	OPEN	LEGAL CONTACT - ATTORNEY DEMAND
		06/04/98	CALGL	REQUEST	FOR VEHICLE INSPECTION- DETERMINE LIABILITY
		07/08/98	CALGL	RECEIVE	VEHICLE INSPECTION BACK
		07/16/98	CALGL	REDIRECT	TO OGC - INJURY
		07/16/98	CALGL	UPDATE/ADD	CASE
		08/25/98	CALGL	REOPEN	CASE- OTHER

F1=Help F2=AddAction F4=ActionDetail F6=DealerInfo
 F7=Prev F8=Next F9=ViewMORSII F11=Menu F12=Return
 MORE RECORDS AVAILABLE OGDE296

SFCHADMA

Action Detail

09/16/98 15:07:06

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VIN: 51MMP291087 Year: 1998 Model: NAVIGATOR

Name: [REDACTED] Case: 1397271488

VLC: [REDACTED]

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer:

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 06/04/98 Action Data: Y

Action Time: 16:47:44 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: REQUEST FOR VEHICLE INSPECTION- DETERMINE LIABILITY

Comments: **LPA COMMENTS**

THE ATTY WAS CONTACTED 6/3/98 AND ADVISED AN EAA INSPECTOR
WILL BE FORWARDED TO THE DEALERSHIP TO DETERMINE THE CAUSE
OF THE FIRE. HE WILL BE RECONTACTED ONCE THE INSPECTION
RESULTS ARE FORWARDED.

*

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

81178-005-1C-5778

SFCHADNA

Action Detail

09/16/98 15:07:21

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VIN: 5LMPU28L0WU Year: 1998 Model: NAVIGATOR

Name: Case: 1397271488

Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer:
Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 06/04/98 Action Data: Y

Action Time: 16:47:44 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: REQUEST FOR VEHICLE INSPECTION- DETERMINE LIABILITY

Comments: *
CURRENTLY AWAITING THE EAA INSPECTION REPORT

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

NO MORE COMMENTS AVAILABLE OGDB296

ENG-000-LO-5177

SFCHADMA

Action Detail

09/16/98 15:07:31

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VIN: 51MPU2BLOWL Year: 1998 Model: NAVIGATOR

Name: Case: 1397271488

VIC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer:

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 07/08/98 Action Data: Y

Action Time: 16:02:37 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: RECEIVE VEHICLE INSPECTION BACK

Comments: LPA RECEIVED THE INSPECTION REPORT. THE PROBABLE CAUSE OF THE FIRE WAS A FUEL LEAK. LPA DISCUSSED THE CUSTOMER'S COMPLAINT WITH THE TL LBLACK WHO STATED WE SHOULD REPLACE THE CUSTOMER'S VEHICLE. SINCE THE CUSTOMER IS IN A LEASE VEHICLE WE SHOULD CONSIDER A SUBSTITUTION OF COLLATERAL.

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

NO MORE COMMENTS AVAILABLE

OGDB296

EMM-425-LC-578

SFCHADMA

Action Detail

09/16/98 15:07:51

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VIN: 5LMPU28L0WU Year: 1998 Model: NAVIGATOR

Name:

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 07/16/98 Action Data: N

Action Time: 16:34:41 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: REDIRECT TO OGC - INJURY

Comments: LPA RECEIVED A LETTER FROM THE ATTY. THE LETTER INDICATES THE CUSTOMER IS SEEKING TO TERMINATE HIS LEASE, 2 LEASE CAR PAYMENTS, RENTAL REIMBURSEMENT AND REIMBURSEMENT FOR MEDICAL EXPENSES AS A RESULT OF SMOKE INHALATION. LPA CONSULTED WITH TL (LBLACK) WHO INDICATED THAT SINCE THERE WAS AN INJURY INVOLVED THE FILE SHOULD BE FORWARDED OVER TO

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

8119-900-LC-8778

SPCHADMA

Action Detail

09/16/98 15:08:03

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VIN: 5LMP028L0W0 Year: 1998 Model: NAVIGATOR

Name:

VLC:

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 07/16/98 Action Data: N

Action Time: 16:34:41 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: REDIRECT TO OGC - INJURY

Comments: S AN INJURY INVOLVED THE FILE SHOULD BE FORWARDED OVER TO OGC FOR FURTHER HANDLING. LPA FORWARDED A PROFS NOTE TO SKIP KEYES AND FORWARDED THE FILE INTEROFFICE MAIL. THE

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

NO MORE COMMENTS AVAILABLE

OGDB296

EMAC-085-LC-5780

SFCHADMA

Action Detail

09/16/98 15:08:11

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VIN: SYMPT28L0MT Year: 1998 Model: NAVIGATOR

Name:

VLC:

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 07/16/98 Action Data: N

Action Time: 16:35:14 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: LPA RECEIVED A LETTER FROM THE ATTY. THE LETTER INDICATES THE CUSTOMER IS SEEKING TO TERMINATE HIS LEASE, 2 LEASE CAR PAYMENTS, RENTAL REIMBURSEMENT AND REIMBURSEMENT FOR MEDICAL EXPENSES AS A RESULT OF SMOKE INHALATION. LPA CONSULTED WITH TL (LBLACK) WHO INDICATED THAT SINCE THERE WAS AN INJURY INVOLVED THE FILE SHOULD BE FORWARDED OVER TO

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

ENC-025-LC-5781

SPCHADMA

Action Detail

09/16/98 15:08:19

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VIN: 5LMPO28L0W Year: 1998 Model: NAVIGATOR

Name:

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 07/16/98 Action Data: N

Action Time: 16:35:14 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: S AN INJURY INVOLVED THE FILE SHOULD BE FORWARDED OVER TO
OGC FOR FURTHER HANDLING. LPA FORWARDED A PROFS NOTE TO
SKIP KEYES AND FORWARDED THE FILE INTEROFFICE MAIL. THE
ATTY WAS NOTIFIED BY PHONE.

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

NO MORE COMMENTS AVAILABLE

OGDB296

ENG-888-10-5782

SFCHADMA

Action Detail

09/16/98 15:08:26

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VIN: 5LMPU28L0M Year: 1998 Model: NAVIGATOR

Name: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:29:47 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: REOPEN CASE- OTHER

Comments: LPA RECEIVED A CALL FROM OGC. THEY HAVE STATED THAT THE INJURIES THAT THE CUSTOMER RECEIVED ARE MINOR AND DO NOT TOTAL \$500. LIT PREVENT HAS THE AUTHORITY TO SETTLE INJURY CLAIMS THAT DO NOT TOTAL OVER \$1000. THE CASE HAS BEEN REDIRECTED BACK TO LIT PREVENT FOR FURTHER HANDLING. THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

2005-005-10-0789

SPCHADMA

Action Detail

09/16/98 15:08:40

END

VIN: 51MPN2810W1 Year: 1998 Model: NAVIGATOR

Name: [REDACTED]

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 18:29:47 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: REOPEN CASE- OTHER

Comments: THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS REQUESTING A TERMINATION OF HIS LEASE AND REIMBURSEMENT FOR EXPENSES INCURRED.

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

NO MORE COMMENTS AVAILABLE

OGDB296

EMM-003-1C-5784

SFCHADMA

Action Detail

09/16/98 15:08:49

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VIN: 51MPU28L0WL Year: 1998 Model: NAVIGATOR

Name:

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:29:59 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: LPA RECEIVED A CALL FROM OGC. THEY HAVE STATED THAT THE INJURIES THAT THE CUSTOMER RECEIVED ARE MINOR AND DO NOT TOTAL \$500. LIT PREVENT HAS THE AUTHORITY TO SETTLE INJURY CLAIMS THAT DO NOT TOTAL OVER \$1000. THE CASE HAS BEEN REDIRECTED BACK TO LIT PREVENT FOR FURTHER HANDLING. THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

ESAB-005-1C-0705

SFCHADMA

Action Detail

09/16/98 15:09:00

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VIN: SLMPU28LOW Year: 1998 Model: NAVIGATOR
Name: Case: 1397271488
VLC:
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
Issue Type: 07 LEGAL Issue Status: X ACKNOWLEDG
Comm Type: ML MAIL Odometer Reading: 1 MI
Analyst: 9561TP THELMA PERRY Document Number:
Action Date: 08/25/98 Action Data: N
Action Time: 16:29:59 EST
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: UPDATE/ADDCO CASE
Comments: THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS
REQUESTING A TERMINATION OF HIS LEASE AND REIMBURSEMENT
FOR EXPENSES INCURRED.

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return

NO MORE COMMENTS AVAILABLE

OGDB296

885-265-LC-5788

SPCHADMA

Action Detail

09/16/98 15:09:05

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VIN: 5LMFU28L6W1 Year: 1998 Model: NAVIGATOR

Name:

VLC:

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: X ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:31:38 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: LPA RECEIVED A CALL FROM OGC. THEY HAVE STATED THAT THE INJURIES THAT THE CUSTOMER RECEIVED ARE MINOR AND DO NOT TOTAL \$500. LIT PREVENT HAS THE AUTHORITY TO SETTLE INJURY CLAIMS THAT DO NOT TOTAL OVER \$1000. THE CASE HAS BEEN REDIRECTED BACK TO LIT PREVENT FOR FURTHER HANDLING. THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

MORE COMMENTS AVAILABLE

OGDB296

ENR-005-10-5787

SFCHADMA

Action Detail

09/16/98 15:09:11

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VIN: 51MPU28L0WL Year: 1998 Model: NAVIGATOR

Name: Case: 1397271488

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:31:38 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCCO CASE

Comments: THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS REQUESTING A TERMINATION OF HIS LEASE AND REIMBURSEMENT FOR EXPENSES INCURRED. LPA HAS AGREED TO REVIEW THE REQUEST THE LPA HAS CONSULTED WITH SENIOR ANALYST A. CHABOT AND TEAM LEADER L. BLACK. THE TEAM LEADER HAS AGREED THAT THE LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

EM65-985-LC-5788

SFCHADMA

Action Detail

09/16/98 15:09:21

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VIN: 51MFDU28L0N7 Year: 1998 Model: NAVIGATOR
Name: [REDACTED]
VLC: Case: 1397271468
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
Comm Type: ML MAIL Odometer Reading: 1 MI
Analyst: 9551TP THELMA PERRY Document Number:
Action Date: 08/25/98 Action Data: N
Action Time: 16:31:38 EST
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: UPDATE/ADDCO CASE
Comments: LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE
REFUNDED HIS MONEY PAID.

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return
NO MORE COMMENTS AVAILABLE OGDB296

8825-603-110-5789

SFCHADMA

Action Detail

09/16/98 15:09:27

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VIN: 51MPU28LOWL Year: 1998 Model: NAVIGATOR
Name: [REDACTED]
VLC: Case: 1397271468
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
Comm Type: ML MAIL Odometer Reading: 1 MI
Analyst: 9561TP THELMA PERRY Document Number:
Action Date: 08/25/98 Action Data: N
Action Time: 16:33:21 EST
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: UPDATE/ADDCO CASE
Comments: LPA RECEIVED A CALL FROM OGC. THEY HAVE STATED THAT THE INJURIES THAT THE CUSTOMER RECEIVED ARE MINOR AND DO NOT TOTAL \$500. LIT PREVENT HAS THE AUTHORITY TO SETTLE INJURY CLAIMS THAT DO NOT TOTAL OVER \$1000. THE CASE HAS BEEN REDIRECTED BACK TO LIT PREVENT FOR FURTHER HANDLING. THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS'
F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return
MORE COMMENTS AVAILABLE OGDB296

8815-000-10-5798

SFCHADMA

Action Detail

09/16/98 15:09:35

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VIN: 5LMFU2810WT Year: 1998 Model: NAVIGATOR
 Name: [REDACTED]
 VLC: [REDACTED] Case: 1397271488
 Symptom Desc:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
 Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: ML MAIL Odometer Reading: 1 MI
 Analyst: 9561TP THELMA PERRY Document Number:
 Action Date: 08/25/98 Action Data: N
 Action Time: 16:33:21 EST
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Action Desc: UPDATE/ADDCO CASE

Comments: THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS REQUESTING A TERMINATION OF HIS LEASE AND REIMBURSEMENT FOR EXPENSES INCURRED. LPA HAS AGREED TO REVIEW THE REQUEST THE LPA HAS CONSULTED WITH SENIOR ANALYST A. CHABOT AND TEAM LEADER L. BLACK. THE TEAM LEADER HAS AGREED THAT THE LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE

F1=Help F2=ActionData F4=PrevAction F5=NextAction
 F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

DNPS-985-10-5791

SFCHADMA

Action Detail

09/16/98 15:09:41

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VIN: 51MPU28LOWL Year: 1998 Model: NAVIGATOR
Name: [REDACTED]
VLC: [REDACTED] Case: 1397271488
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
Comm Type: ML MAIL Odometer Reading: 1 MI
Analyst: 9561TP THELMA PERRY Document Number:
Action Date: 08/25/98 Action Data: N
Action Time: 16:33:21 EST
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: UPDATE/ADDCO CASE
Comments: LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE
REFUNDED HIS MONEY PAID.
*
SINCE THE CUSTOMER HAS LOST CONFIDENCE IN FORD PRODUCTS AND
DOES NOT FEEL SAFE ANY LONGER HE REFUSES TO OWN A FORD

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

OGDB296

FORM 605-10-5782

SFCHADMA

Action Detail

09/16/98 15:09:55

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VIN: 5LMPU28L0WL Year: 1998 Model: NAVIGATOR

Name:

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:39:46 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: LPA RECEIVED A CALL FROM OGC. THEY HAVE STATED THAT THE INJURIES THAT THE CUSTOMER RECEIVED ARE MINOR AND DO NOT TOTAL \$500. LIT PREVENT HAS THE AUTHORITY TO SETTLE INJURY CLAIMS THAT DO NOT TOTAL OVER \$1000. THE CASE HAS BEEN REDIRECTED BACK TO LIT PREVENT FOR FURTHER HANDLING. THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

8815-05-10-0783

SFCHADMA

Action Detail

09/16/98 15:10:01

VIN: 5TMDH28L0M Year: 1998 Model: NAVIGATOR
 Name: [REDACTED]
 VLC: [REDACTED] Case: 1397271488
 Symptom Desc:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
 Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: ML MAIL Odometer Reading: 1 MI
 Analyst: 9561TP THELMA PERRY Document Number:
 Action Date: 08/25/98 Action Date: N
 Action Time: 16:39:46 EST
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Action Desc: UPDATE/ADDCO CASE

Comments: THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS
 REQUESTING A TERMINATION OF HIS LEASE AND REIMBURSEMENT
 FOR EXPENSES INCURRED. LPA HAS AGREED TO REVIEW THE REQUEST
 THE LPA HAS CONSULTED WITH SENIOR ANALYST A. CHABOT AND
 TEAM LEADER L. BLACK. THE TEAM LEADER HAS AGREED THAT THE
 LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE

F1=Help F2=ActionData F4=PrevAction F5=NextAction
 F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

5885-005-10-5794

SFCHADMA

Action Detail

09/16/98 15:10:08

VIN: 5LMPU28L0WL Year: 1998 Model: NAVIGATOR
 Name: [REDACTED]
 VIC: Case: 1397271488
 Symptom Desc:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
 Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: ML MAIL Odometer Reading: 1 MI
 Analyst: 9561TP THELMA PERRY Document Number:
 Action Date: 08/25/98 Action Data: N
 Action Time: 16:39:46 EST
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Action Desc: UPDATE/ADDCO CASE
 Comments: LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE
 REFUNDED HIS MONEY PAID.

*
 SINCE THE CUSTOMER HAS LOST CONFIDENCE IN FORD PRODUCTS AND
 DOES NOT FEEL SAFE ANY LONGER HE REFUSES TO OWN A FORD
 VEHICLE. BASED ON THE TEAM LEADER'S ADVICE AFTER THE CASE

F1=Help F2=ActionData F4=PrevAction F5=NextAction
 F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

5803-085-11-5785

SFCHADKA

Action Detail

09/16/98 15:10:14

=>

VIN: 51MPU28LQWT Year: 1998 Model: NAVIGATOR

Name:

VLC: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:39:46 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: VEHICLE. BASED ON THE TEAM LEADER'S ADVICE AFTER THE CASE WAS REVIEWED. THE CUSTOMER'S LEASE WILL BE TERMINATED. LPA ALSO CONSULTED WITH TL M. SOWERS WHO INDICATED WE WILL AGREE TO PAY \$750 IN ATTORNEY'S FEES, REIMBURSEMENT OF MEDICAL AND RENTAL CHARGES. LPA ADVISED THE ATTY OF FORD'S SETTLEMENT OFFER AND HE INDICATED HE WOULD ADVISE HIS CLIENT AND

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

CGDB296

9815-005-10-5138

SFCHADMA

Action Detail

09/16/98 15:10:27

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VIN: SIMED2810NT Year: 1998 Model: NAVIGATOR

Name: Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: X ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:39:46 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: UPDATE/ADDCO CASE

Comments: NT OFFER AND HE INDICATED HE WOULD ADVISE HIS CLIENT AND
WAIT FOR AN ANSWER. LPA IS CURRENTLY AWAITING WORD FROM

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

NO MORE COMMENTS AVAILABLE

OGDE296

8885-8885-10-8187

SFCHADMA

Action Detail

09/16/98 15:10:37

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VIN: 51NPU29LOWL Year: 1998 Model: NAVIGATOR

Name:

VLC:

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:40:30 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: RAVFAST UPLOADED

Comments: LPA RECEIVED A CALL FROM OGC. THEY HAVE STATED THAT THE INJURIES THAT THE CUSTOMER RECEIVED ARE MINOR AND DO NOT TOTAL \$500. LIT PREVENT HAS THE AUTHORITY TO SETTLE INJURY CLAIMS THAT DO NOT TOTAL OVER \$1000. THE CASE HAS BEEN REDIRECTED BACK TO LIT PREVENT FOR FURTHER HANDLING. THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

DNES-988-1C-5788

SPCHADMA

Action Detail

09/16/98 15:10:43

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VIN: 5LNPU28LDWI Year: 1998 Model: NAVIGATOR

Name:

VLC:

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: X ACKNOWLEDG

Comm Type: ML MAIL Odometer Reading: 1 MI

Analyst: 9561TP THELMA PERRY Document Number:

Action Date: 08/25/98 Action Data: N

Action Time: 16:40:30 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: RAVEFAST UPLOADED

Comments: THE CUSTOMER HAS INDICATED TO THE LPA THAT HIS CLIENT IS REQUESTING A TERMINATION OF HIS LEASE AND REIMBURSEMENT FOR EXPENSES INCURRED. LPA HAS AGREED TO REVIEW THE REQUEST THE LPA HAS CONSULTED WITH SENIOR ANALYST A. CHABOT AND TEAM LEADER L. BLACK. THE TEAM LEADER HAS AGREED THAT THE LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE

F1=Help F2=ActionData F4=PrevAction F5=NextAction

F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

FORM 900-10-979

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VIN: 5LMPU28L0WL Year: 1998 Model: NAVIGATOR
 Name: [REDACTED]
 VLC: [REDACTED] Case: 1397271488
 Symptom Desc:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
 Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: ML MAIL Odometer Reading: 1 MI
 Analyst: 9561TP THELMA PERRY Document Number:
 Action Date: 08/25/98 Action Data: N
 Action Time: 16:40:30 EST
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Action Desc: RAVFAST UPLOADED
 Comments: LEASE SHOULD BE TERMINATED AND THE CUSTOMER SHOULD BE
 REFUNDED HIS MONEY PAID.

*

SINCE THE CUSTOMER HAS LOST CONFIDENCE IN FORD PRODUCTS AND
 DOES NOT FEEL SAFE ANY LONGER HE REFUSES TO OWN A FORD
 VEHICLE. BASED ON THE TEAM LEADER'S ADVICE AFTER THE CASE

F1=Help F2=ActionData F4=PrevAction F5=NextAction
 F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

SFCHADMA

Action Detail

09/16/98 15:10:55

VIN: 51MPH2AL0WT Year: 1998 Model: NAVIGATOR

Name: [REDACTED] Case: 1397271488

VLC:
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
Issue Type: 07 LEGAL
Comm Type: ML MAIL Issue Status: K ACKNOWLEDG
Analyst: 9561TP THELMA PERRY Odometer Reading: 1 MI
Action Date: 08/25/98 Document Number:
Action Time: 16:40:30 EST Action Data: N

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: RAVFAST UPLOADED

Comments: VEHICLE. BASED ON THE TEAM LEADER'S ADVICE AFTER THE CASE WAS REVIEWED. THE CUSTOMER'S LEASE WILL BE TERMINATED. LPA ALSO CONSULTED WITH TL M. SOWERS WHO INDICATED WE WILL AGREE TO PAY \$750 IN ATTORNEY'S FEES, REIMBURSEMENT OF MEDICAL AND RENTAL CHARGES. LPA ADVISED THE ATTY OF FORD'S SETTLEMENT OFFER AND HE INDICATED HE WOULD ADVISE HIS CLIENT AND

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return

MORE COMMENTS AVAILABLE

OGDB296

1000-577-628-6285

SFCHADMA

Action Detail

09/16/98 15:11:01

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VIN: 5LMPU28L0W Year: 1998 Model: NAVIGATOR
Name: [REDACTED]
VLC: [REDACTED] Case: 1397271488
Symptom Desc:
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
Comm Type: ML MAIL Odometer Reading: 1 MI
Analyst: 9561TP THELMA PERRY Document Number:
Action Date: 08/25/98 Action Data: N
Action Time: 16:40:30 EST
Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Action Desc: RAVFAST UPLOADED
Comments: NT OFFER AND HE INDICATED HE WOULD ADVISE HIS CLIENT AND
WAIT FOR AN ANSWER. LPA IS CURRENTLY AWAITING WORD FROM
THE ATTORNEY'S CLIENT AND THE WORKSHEET FROM RAV BEFORE
PROCEEDING.

F1=Help F2=ActionData F4=PrevAction F5=NextAction
F9=PrevComments F10=NextComments F11=Menu F12=Return

NO MORE COMMENTS AVAILABLE

OGDE296

EN001-000-11-2002

SFCHADMA

Action Detail

09/16/98 15:11:10

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VIN: 5LMPU28LOWL Year: 1998 Model: NAVIGATOR
 Name: [REDACTED]
 VLC: [REDACTED] Case: 1397271488
 Symptom Desc:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND
 Dealer: 354091 STAR LINCOLN-MERCURY SALES INC
 Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG
 Comm Type: ML MAIL Odometer Reading: 1 MI
 Analyst: 4828AC ANDREW CHABOT Document Number:
 Action Date: 09/11/98 Action Data: Y
 Action Time: 11:43:07 EST
 Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Action Desc: MAKE OUTBOUND CALL TO OTHER
 Comments: MKH (LA) CONTACTED RAV REGRADING REFUND FIGURES. THEY INFORM
 ED ME THAT THEY ARE STILL WORKING THE FIGURES OUT WITH THE B
 ANK AND CANNOT SUPPLY ME W/ THE EXACT NUMBERS.

F1=Help F2=ActionData F4=PrevAction F5=NextAction
 F9=PrevComments F10=NextComments F11=Menu F12=Return

NO MORE COMMENTS AVAILABLE

OGDE296

FORM 988-1C-5083

SFCHADMA

Action Detail

09/16/98 15:11:24

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VIN: 5LMFU28L0WU Year: 1998 Model: NAVIGATOR

Name:

VLC:

Case: 1397271488

Symptom Desc:

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Dealer: 354091 STAR LINCOLN-MERCURY SALES INC

Issue Type: 07 LEGAL Issue Status: K ACKNOWLEDG

Comm Type: PE PHONE Odometer Reading: 1 MI

Analyst: 4828AC ANDREW CHABOT Document Number:

Action Date: 09/11/98 Action Data: Y

Action Time: 11:49:47 EST

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Action Desc: MAKE OUTBOUND CALL TO ATTORNEY

Comments: MKH (LA) LEFT MESSAGE FOR ATTORNEY RE THAT FIGURES ARE NOT A
AVAILABLE AND WILL BE SUPPLIED ONCE THEY ARE.

F1=Help

F2=ActionData

F4=PrevAction

F5=NextAction

F9=PrevComments

F10=NextComments

F11=Menu

F12=Return

NO MORE COMMENTS AVAILABLE

OGDB296

ENG-001-LC-5001

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BY COUNSEL
STANLEY J. WEIDEMAN
ARTHUR D. HODGE

1 ALSO ADMITTED IN NEVADA
2 ALSO ADMITTED IN ARIZONA

June 18, 1998

Ms. Thelma Perry
FORD CONSUMER AFFAIRS OFFICE
300 Renaissance Center
P.O. Box 43358
Detroit, Michigan 48243

Re: VAHE KARAPETIAN'S '98 LINCOLN NAVIGATOR (SLMPU28L0W)

Dear Ms. Perry:

Pursuant to our conversation today regarding the above-mentioned matter, you mentioned your inspector concluded the fire to be related to a defective fuel line. Furthermore, you stated that Ford Consumer Affairs was prepared to repair the vehicle and return it to [REDACTED]. Unfortunately, this remedy is unacceptable.

This vehicle should be considered a total loss as it has suffered extensive fire damage to the engine, and smoke damage to the interior. As a result of this incident, my client has lost total faith in your Lincoln Navigator and wishes to be released from his lease responsibilities.

Your prompt attention to this matter is appreciated.

Should you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

EDWARDS, SOOY & BYRON

Steven D. Sperling

cc: Vahé Karapetian

78 JUN 23 10 24 AM '98
CONSUMER AFFAIRS
SECTION

ER05-005-LC-5885