



Jeffrey L. Quandt, Chief  
Vehicle Controls Division  
Office of Defects Investigation  
National Highway Traffic Safety Administration  
1200 New Jersey Ave., S.E.  
Washington, DC 20590

**Subject: response to NVS 213dlr – PE08 007**

S.Agata Bolognese, 28 April 2008

Dear Mr. Quandt,

With this letter Automobili Lamborghini S.P.A. is responding to NHTSA's information request dated March, 4 2008 in the above captioned matter.

The attachments, included with this letter comprise Automobili Lamborghini's response to PE08-007.

Portions of our response contain information that is considered by Automobili Lamborghini S.p.A. to be confidential, and accordingly, those materials are not being submitted to your office. As instructed, the portions of our response that are claimed by Automobili Lamborghini S.p.A. to be confidential are being submitted to the Office of Chief Counsel, along with our request for confidentiality including supporting material, and the required 49 CFR Part 512 Certificate.

Additionally, Automobili Lamborghini S.p.A. believes that in order to protect the privacy of individuals under 5 USC Section 552(b)(6), certain information requested by NHTSA, such as personal information pertaining to vehicle owners that is contained in two CD-ROMs, should not be made public by NHTSA.

Please contact Mr. Luca Pacini, Restraint System and Product Analysis, (ad. Via Modena 12 40019 Sant'Agata Bolognese, Mobile nr +39 349 4598220, Fax nr +39 051 6817744) if you have any questions regarding this response.

Regards,

Salvatore Cieri  
Proxy Holder

Maurizio Reggiani  
Research and Development Director

Automobili  
Lamborghini S.p.A.

Via Modena, 12  
40019 Sant'Agata Bolognese  
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Capitale Sociale  
€ 22.000.000  
Registro Imprese  
Di Bologna 0901/72016  
R.E.A. 09020  
Codice Fiscale 01930291201  
Partita I.V.A. 0193029120



1) State, by model and model year, the number of subject vehicles Lamborghini has manufactured for sale or lease in the United States.

Separately, for each subject vehicle manufactured to date by Lamborghini, state the following:

- a. Vehicle identification number (VIN);
- b. Make;
- c. Model;
- d. Model Year;
- e. Date of manufacture;
- f. Date warranty coverage commenced; and
- g. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).

RESPONSE: The number of subject vehicles manufactured by Lamborghini is the following:

Model Gallardo Coupè:

- Model Year 2004 – 697 vehicles
- Model Year 2005 – 291 vehicles
- Model Year 2006 – 342 vehicles

Model Gallardo Spyder:

- Model Year 2006 – 238 vehicles

Enclosed with this document the requested Microsoft Access file entitled “PE08 – 007 PRODUCTION DATA” has been submitted.

2) State the number of each of the following, received by Lamborghini, or of which Lamborghini is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles:

- a. Consumer complaints, including those from fleet operators;
- b. Field reports, including dealer field reports;
- c. Reports involving a crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
- d. Reports involving a fire, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
- e. Property damage claims; and
- f. Third-party arbitration proceedings where Lamborghini is or was a party to the arbitration; and
- g. Lawsuits, both pending and closed, in which Lamborghini is or was a defendant or codefendant.

In addition, and with regard to subsections “c” through “g,” following is a summary description of the alleged problem, if any, and causal and contributing factors



presently known to Lamborghini and Lamborghini's assessment of the problem, including a summary of the facts and evidence underlying the alleged problem which Lamborghini believes to be significant. For items "f" and "g", identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

RESPONSE: From the documentation presently in our possession, Lamborghini is aware of seven subject vehicles each involving a single incident which may relate to the alleged defect of non-crash engine compartment fires. The following information pertains to these seven vehicles:

- a. Lamborghini has received or is aware of 2 consumer complaints.
- b. Lamborghini has received or is aware of 3 field reports, including dealer field reports.
- c. None.
- d. None.
- e. None. Lamborghini has received no property damage claims as defined in 49 CFR 579.4 (Only claims concerning damage to subject vehicles have been received).
- f. None.
- g. Lamborghini has been party to 1 lawsuit in which it was named, but not served as a third-party defendant by a Lamborghini dealer seeking indemnification against a claim of negligent repair made against the dealer.

Two out of the seven subject vehicles can not be classified according to "a" through "g".

Lamborghini received notification of the vehicle bearing identification number ZHWGU11S34LA00274 from NHTSA only.

Lamborghini received notification of the vehicle bearing identification number ZHWGU12N96LA02753 from an authorized Lamborghini dealership.

In addition, and with regard to subsections "c" through "g," following is a summary description of the alleged problem, if any, and causal and contributing factors presently known to Lamborghini and Lamborghini's assessment of the problem, including a summary of the facts and evidence underlying the alleged problem which Lamborghini believes to be significant. For items "f" and "g", identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

- c. Not applicable. See subsection c) above.
- d. Not applicable. See subsection d) above.
- e. Not applicable. See subsection e) above.
- f. Not applicable. See subsection f) above.
- g. The matter involves a 2006 Lamborghini Gallardo Spyder bearing Vehicle Identification Number ZHWGU22T46LA03393 which was involved in a non-crash engine compartment fire on September 17, 2007. According to the Complaint filed by State Farm Insurance Company ("State Farm") against Silicon Valley Auto Group, LLC ("Silicon Valley"), on that date the vehicle was being operated by Renee Bingaman at or near the intersection of Stevens Creek Boulevard and North Monroe Street, San Jose, California when a fire occurred. State Farm's Complaint alleged that some time prior to September



17, 2007, Silicon Valley had performed “service and /or repair work included, but was not necessarily limited to, work on the fuel gauge reporting system” of the vehicle and that Silicon Valley had “negligently, improperly and/or incorrectly performed the work, causing a fuel leak, thus providing the ignition source of a fire resulting in damage” to the vehicle. State Farm did not name Automobili Lamborghini S.p.A. as a defendant and made no allegation against it. Silicon Valley filed a Cross-Complaint for Indemnity against Lamborghini. The Cross-Complaint does not allege factual grounds for indemnification. State Farm Mutual Automobile Insurance Company vs. Silicon Valley Auto Group, LLC vs. Automobili Lamborghini S.p.A., Superior Court, Santa Clara County, California, No.: 107CV085018, Cross-Complaint for Indemnity filed July 19, 2007, Complaint for General Negligence filed May 1, 2007. State Farm notified Lamborghini by telephone contact on or prior to September 19, 2006 that State Farm’s adjuster would inspect the vehicle. A consultant was retained by counsel on behalf of Lamborghini in anticipation of litigation to inspect the vehicle and render a report. Lamborghini’s assessment is that Silicon Valley improperly reconnected the return fuel line on the driver’s side of the vehicle resulting in leakage from that return fuel line. This caused the fire within 3 days and 100 miles of subsequent vehicle use.

3. Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:

- a. Lamborghini’s file number or other identifier used;
- b. The category of the item, as identified in Request No. 2 (i.e., consumer complaint, field report, etc);
- c. Vehicle owner or fleet name (and fleet contact person), address and phone number;
- d. Vehicle’s VIN;
- e. Vehicle’s make, model and model year;
- f. Vehicle’s mileage at time of accident;
- g. Incident date;
- h. Report or claim date;
- i. Whether a crash is alleged;
- j. Whether a fire is alleged;
- k. Whether property damage is alleged;
- l. Number of alleged injuries, if any;
- m. Number of alleged fatalities, if any.
- n. Whether a fire investigation was performed by any party, that Lamborghini is aware of, to determine the origin and cause (if so, please provide a copy of the report, the name of the investigating entity and a contact name and telephone number);
- o. The alleged origin of the fire;
- p. The alleged cause of the fire;
- q. Whether the fire was investigated by, or for, Lamborghini;
- r. Lamborghini’s assessment of the cause of the fire;
- s. Lamborghini’s assessment of the origin of the fire; and Whether the incident occurred with the engine on or the engine off.

RESPONSE: Enclosed with this document the requested Microsoft Access file entitled



“PE08-007 REQUEST NUMBER TWO DATA” has been submitted.

Please note that information responsive to subsections n. through t. is included within the code “Summary” column of the Access file.

The information requested by subsection c) has been withheld pending determination by the Office of Chief Counsel on Lamborghini’s request that the information be treated as confidential under 5 U.S.C. § 552 (b) (6).

4. Produce copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., consumer complaints, field reports, etc.) and describe the method Lamborghini used for organizing the documents.

RESPONSE: Consumer complaints, field reports and lawsuit relating to the vehicles identified in response to Request No. 2 are organized by vehicle. Field reports prepared for Lamborghini have been withheld pending the Office of Chief Counsel’s determination on Lamborghini’s request that the information be treated as confidential under 5 U.S.C. § 552 (b) (4) and 49 CFR Part 512, Appendix C (a) (2). The inspection reports and photographs prepared at the direction of counsel for Lamborghini in anticipation of litigation have been withheld pending the Office of Chief Counsel’s determination on Lamborghini’s request that the information be treated as confidential under 5 U.S.C. § 552 (b) (4) and 49 CFR Part 512.3 (c) (2) (ii) and Part 512.15 (d).

5. State, by model and model year, a total count for all of the following categories of claims, collectively, that have been paid by Lamborghini to date that relate to, or may relate to, (a) the alleged defect in the subject vehicles, or (b) transmission line leakage: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

RESPONSE: All the information required are contained into the “PE08-007 WARRANTYDATA” Microsoft Access file and will be produced pursuant to 49 CFR Part 512.

The information pertaining to the requested vehicle owner name, address, and telephone number has been withheld pending determination by the Office of Chief Counsel on Lamborghini’s request that the information be treated as confidential under 5 U.S.C. § 552 (b) (6).

A significant percentage of the warranty claims are the result of two service campaigns and not the result of in-service repair.

6. Describe in detail the search criteria used by Lamborghini to identify the claims identified in response to Request No. 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by Lamborghini



on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that Lamborghini offered for the subject vehicles and state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.

RESPONSE: The retrieval of warranty claims paid by Lamborghini that relate or may relate to the alleged defect was carried out in two steps:

- 1) direct selection of the V.I.N of subject vehicles involving fire of which Lamborghini is presently aware that may have experienced the alleged defect.
- 2) Extending the research into all the paid warranty claims of the subject 2004 through 2006 model year vehicles using the key word "fire" in the field indicating the description of the problem, reported by the customer or dealer.

Paid warranty claims involving possible transmission line leakage were detected by researching the related component codes.

The dealer identifies the single component code necessary to submit the warranty claim in order to show the specific item that was the failure cause. Only the problem code descriptions related to a line leakage, such as oil leakage, were considered in the research.

Lamborghini is not currently using any specific problem codes or labor code which is related to the alleged defect.

All the subject vehicles have been offered with a 2 years and/or 24,000 miles bumper to bumper warranty.

No extended warranty coverage option has been offered for the subject vehicles by Lamborghini.

7. Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged defect in the subject vehicles, that Lamborghini has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Lamborghini is planning to issue within the next 120 days.

RESPONSE: None

8. Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject vehicles that have been conducted, are being conducted, are planned, or are being planned by, or for, Lamborghini. For each such action, provide the following information:

- a. Action title or identifier;
- b. The actual or planned start date;
- c. The actual or expected end date;



- d. Brief summary of the subject and objective of the action;
- e. Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
- f. A brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

RESPONSE: Lamborghini has conducted preliminary investigation as written for each incident described in response to request number 3. See, CD-ROM entitled "PE08-007 REQUEST NUMBER TWO DATA."

9. Provide separate side, top, and front plane view diagrams of the subject vehicle showing the locations of all fuel system components.

RESPONSE: The requested engineering drawings have been provided separately to the Office of Chief Counsel with Lamborghini's request that the drawings be treated as confidential pursuant to 49 CFR Part 512.

10. Provide the following information regarding the transmission hydraulic system in the subject vehicles: provide the following information:

- a. Identify, by name and part number, the transmission line shown in the photographs associated with the attached complaint of fire in a MY 2004 Lamborghini Gallardo (complaint ref. no. 10215906);
- b. Provide Lamborghini's assessment of the cause of the ruptured line; and
- c. Provide separate side, top, and front plane view diagrams of the subject vehicle showing the locations of all transmission hydraulic system components.

RESPONSE:

- a. Names and part numbers of the transmission line components are shown in the engineering drawings requested in subsection c.
- b. Based on the information in Lamborghini's possession the company can not form an opinion of the cause of the condition of the line depicted in the photographs provided by NHTSA with complaint reference 10215906. Lamborghini notes that it has never had an opportunity to examine the vehicle in question and only has the information provided by NHTSA. It is also clear, based on the color of the oil droplet in the photo, that incorrect hydraulic fluid was in the system (the fluid should be yellow-orange). The presence of incorrect fluid indicates that post-manufacture operations were carried out on the system in a manner not in conformity with factory procedures.
- c. The requested engineering drawings have been provided separately to the Office of Chief Counsel with Lamborghini's request that the drawings be treated as confidential pursuant to 49 CFR Part 512.



11. Furnish Lamborghini's assessment of the alleged defect in the subject vehicles, including:

- a. The causal or contributory factor(s);
- b. The failure mechanism(s);
- c. The failure mode(s);
- d. The risk to motor vehicle safety that it poses;
- e. What warnings, if any, the operator and the other persons both inside and outside the vehicle would have that the alleged defect was occurring or subject component was malfunctioning; and
- f. The reports included with this inquiry.

Provide this information for both the MY 2006 reports and for the incident involving the MY 2004 vehicle.

RESPONSE: Lamborghini provides the following response to subsection a. – e. with regard to the reports included with this enquiry under subsection f., including both the MY 2006 reports and the incidents involving the MY 2004 vehicle.

- 1) Vehicle - ZHWGU11S34L [REDACTED]
  - a.- e. Lamborghini has not been able to make an assessment based on the information presently available to it. To the best of Lamborghini's knowledge there is no injury or fatality sustained by the operator or any other person.

Based on the information in our possession we cannot form an opinion of the cause of the condition of the line depicted in the photographs provided by NHTSA with complaint reference 10215906. We note that we have never had an opportunity to examine the vehicle in question and only have the information provided by NHTSA. It is also clear, based on the color of the oil droplet in the photo, that incorrect hydraulic fluid was in the system (the fluid should be yellow-orange). The presence of incorrect fluid indicates that post-manufacture operations were carried out on the system in a manner not in conformity with factory procedures.

- 2) Vehicle - ZHWGU12N96L [REDACTED]
  - a. Lamborghini's assessment cause of the fire is that the customer reported to the dealer that the gasoline fuel pump failed to stop and spilled fuel which combusted.
  - b. No failure mechanism related to the vehicle
  - c. No failure mode related to the vehicle
  - d. Lamborghini has not identified an unreasonable risk to motor vehicle safety. To the best of Lamborghini's knowledge there is no injury or fatality sustained by the operator or any other person. This incident and the incident involving 6LA03731 are the only two incidents associated with refueling that are known to Lamborghini.
  - e. The operator's observation of the gasoline fuel pump failing to stop and spilling fuel



- 3) Vehicle ZHWGU22T46L [REDACTED]
  - a. Improper repair
  - b. Dealer improperly reconnected the return fuel line on the driver's side of the vehicle
  - c. Fuel leakage from that return fuel line causing the fire
  - d. Lamborghini has not identified an unreasonable risk to motor vehicle safety. To the best of Lamborghini's knowledge there is no injury or fatality sustained by the operator or any other person.
  - e. Fuel smell, smoke or flame
  
- 4) Vehicle ZHWGU22T96L [REDACTED]
  - a. The fire department reported that the customer was filling up the gasoline tank and looking down he saw flame, left the gas nozzle in the vehicle and left the vehicle to find assistance
  - b. No failure mechanism related to the vehicle
  - c. No failure mode related to the vehicle
  - d. Lamborghini has not identified an unreasonable risk to motor vehicle safety. To the best of Lamborghini's knowledge there is no injury or fatality sustained by the operator or any other person. This incident and the incident involving 6LA02753 are the only two incidents associated with refueling that are known to Lamborghini
  - e. The operator's observation of ground fire.

NVS-213dlr  
PE08-007

**Enclosure to Request No. 4**

Automobili Lamborghini S.p.A's response to Request No. 4

The consumer complaints, field reports and lawsuit relating to the vehicles identified in response to Request No. 2 are organized and attached hereto as follows:

G40274	-	None
G41415	-	Consumer Complaint
G41436	-	Field Report*
G62753	-	None
G62929	-	Field Report*
G63393	-	Filed Report, * Complaint, Cross-Complaint
G63731	-	Customer Complaint

\* Field reports are being submitted pursuant to 49 CFR Part 512.

Investigative reports and photographs prepared by Scott Bytheway and Paul Beauchamp at the request of counsel for Lamborghini in anticipation of litigation relating to the vehicles identified in response to Request No. 3 are organized as follows:

G41415	-	Report and Photographs by Scott Bytheway
G62753	-	Report and Photographs by Scott Bytheway
G63393	-	Report and Photographs by Paul Beauchamp
G63731	-	Report and Photographs by Scott Bytheway

and are being submitted pursuant to 49 CFR Part 512 and the attorney work product and attorney-client privileges.

NVS-213dlr  
PE08-007

**G40274 - None**

NVS-213dlr  
PE08-007

**G41415 - Consumer Complaint**

# GROTEFELD & HOFFMANN, LLP

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February 28, 2008

Via Certified Mail

Return Receipt Requested

Automobili Lamborghini S.P.A., Inc.  
c/o CT Corporation System  
1200 S. Pine Island Road  
Plantation, FL 33324

Re: Allstate Insured: [REDACTED] Lewis  
Allstate Claim No.: [REDACTED]  
Date of Loss: 6/4/07  
Our File No.: 9.011103

Dear Sir or Madam:

Please be advised that our law firm has been retained by the Allstate Insurance Company to represent its property subrogation interests with respect to a fire loss which occurred on June 4, 2007 at [REDACTED] owned by Allstate's insured, Lewis [REDACTED] caught fire while parked. The vehicle had been purchased by Allstate's insured four months prior to the fire from Prestige Imports, and had 13,400 miles on the odometer at the time of the fire.

A destructive examination of the vehicle will be taking place within the immediate future in an effort to determine the precise cause of the fire. This letter serves to provide you with notice of our intention to conduct a destructive examination of the vehicle, and further provide you with an opportunity to have a representative of your choice present at the destructive examination. It is incumbent upon you to forward this letter to your general liability insurance carrier for immediate handling. Failure to do so may result in your waiving of any right to claim spoliation of the evidence at a later date.

Should you have any questions concerning points raised in this letter please contact the undersigned at your earliest available opportunity. Again, time is of the essence and it is imperative that you forward this letter to your general liability carrier for further handling.

Very truly yours,

GROTEFELD & HOFFMANN, LLP

  
Mark S. Grotefeld

MSG/dh

NVS-213dlr  
PE08-007

## **G41436 - Field Report\***

\* This Field Report is being submitted pursuant to 49 CFR Part 512

NVS-213dlr  
PE08-007

**G62753 - None**

NVS-213dlr  
PE08-007

## **G62929 - Field Report\***

\* This Field Report is being submitted pursuant to 49 CFR Part 512

NVS-213dlr  
PE08-007

**G63393 - Field Report\*  
Complaint  
Cross-Complaint**

\* This Field Report is being submitted pursuant to 49 CFR Part 512

UCS

1 Scott R. Kamrath (Bar No. 191965)  
2 LAW OFFICES OF SCOTT R. KAMRATH  
22817 VENTURA BOULEVARD, SUITE 321  
3 WOODLAND HILLS, CALIFORNIA 91364-1202  
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5 FACSIMILE (818) 932-9746

6 Attorneys for Plaintiff, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
7

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05/01/07 11:03am  
Kiri Torre  
Chief Executive Office  
By: shannonc DTSCIVE1  
R#200700042767  
\$320.00  
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Case: 1-07-CV-085018

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA  
9 DOWNTOWN SUPERIOR COURT

Shannon Cullen

11 STATE FARM MUTUAL AUTOMOBILE ) Case No. 107CV085018  
12 INSURANCE COMPANY, )  
13 Plaintiff, ) COMPLAINT FOR GENERAL  
14 vs. ) NEGLIGENCE  
15 SILICON VALLEY AUTO GROUP, LLC; )  
16 DOES 1 to 20, Inclusive, )  
17 Defendant(s). )

18 Plaintiff, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,  
19 alleges for its causes of action as follows:

20 GENERAL ALLEGATIONS

21 1. Plaintiff, STATE FARM MUTUAL AUTOMOBILE INSURANCE  
22 COMPANY ("Plaintiff"), is, and at all times mentioned herein  
23 was, an Illinois corporation duly organized and was and is  
24 authorized to do business in the State of California.

25 / / /

26 / / /

27 / / /

28

1           2.     Upon information and belief, and upon such grounds it is  
2 so alleged, that Defendant, SILICON VALLEY AUTO GROUP, LLC  
3 ("SILICON VALLEY AUTO") is a California Corporation, with its  
4 principal place of business in the City of Los Gatos, County of  
5 Santa Clara, State of California.

6           3.     At all times relevant hereto, Defendants, DOES 1 to 20,  
7 Inclusive, whether individual, corporate, an association or  
8 otherwise, are fictitious names of defendants whose true names and  
9 capacities are, at this time, unknown to Plaintiff. Plaintiff is  
10 informed and believes, and on this basis alleges, that at all  
11 times herein mentioned, each of the defendants sued herein as a  
12 DOE was acting for itself or as the agent, servant and employee of  
13 his/her/its co-defendant; and that each of said fictitiously named  
14 defendants, whether acting for itself or as an agent, corporation,  
15 association, joint venturer or otherwise, is in some way liable or  
16 responsible to Plaintiff on the facts hereinafter alleged, and  
17 caused damage proximately thereby as hereinafter alleged. At such  
18 time as said defendant's true names become known to Plaintiff,  
19 Plaintiff will ask leave of this Court to amend this Complaint to  
20 insert said true names and capacities.

21           4.     Plaintiff is informed and believes, and on the basis of  
22 such information and belief alleges, that at all times herein  
23 mentioned, the defendant, including the DOES, and each of them,  
24 were acting as the agents, servants, and employees of each other,  
25 and were acting within the full course and scope of their  
26 employment, and with the permission and consent of the other co-  
27 defendants, and each of them:

28     / / /

1           5.     Prior to the commencement of this action and  
2 particularly on the date of the incident hereinafter alleged,  
3 Plaintiff insured Chris Dufresne ("Insured") with a policy of  
4 insurance under policy number 1102-220-05, which provided  
5 insurance coverage for the events and losses described herein.  
6 Plaintiff's Insured is the owner of a 2006 Lamborghini Gallardo  
7 vehicle.

8           6.     Plaintiff is informed and believes, and on that basis  
9 alleges, that some time before September 17, 2006, SILICON  
10 VALLEY AUTO serviced and/or completed repair work on the  
11 Insured's vehicle. The service and/or repair work included, but  
12 was not necessarily limited to, work on the fuel gauge reporting  
13 system. With regard to the service and/or repair of Plaintiff's  
14 Insured's vehicle, SILICON VALLEY AUTO negligently, improperly  
15 and/or incorrectly performed the work, causing a fuel leak, thus  
16 providing the ignition source of a fire resulting in damage to  
17 the Insured's vehicle. On or about September 17, 2006, the  
18 Insured's permissive driver, Renee Bingaman, was operating the  
19 subject vehicle when it caught fire thereby causing Plaintiff's  
20 damages. SILICON VALLEY AUTO had a duty to perform its work in  
21 a responsible, professional and workmanlike manner, and properly  
22 service and/or repair the Insured's vehicle, thereby keeping the  
23 vehicle from being damaged.

24           7.     Plaintiff is informed and believes, and on that basis  
25 alleges, that at some time before September 17, 2006, the  
26 service and/or repair work that was being done by SILICON VALLEY  
27 AUTO was negligently performed, which resulted in the vehicle  
28 catching on fire and consequently causing the vehicle to sustain

1 major, total loss damage. The damage was due to the improper  
2 service and/or repair work performed by SILICON VALLEY AUTO and  
3 consequently, the Insured sustained damages to his property as a  
4 direct and proximate result thereof.

5 8. The fire occurred on September 17, 2006 at or near the  
6 intersection of Stevens Creek Boulevard and North Monroe Street,  
7 in the City of San Jose, County of Santa Clara.

8 9. Plaintiff paid a total of Two Hundred Seventy-Six  
9 Thousand Thirty-Two Dollars and 09/100 (\$276,032.09) to and/or  
10 on behalf of its Insured, Chris Dufresne. The damages consist  
11 of property damage to the Insured's property, which includes its  
12 Insured's One Hundred Dollar (\$100.00) deductible. The damage  
13 claims were paid pursuant to the policy of insurance Plaintiff  
14 issued. As consideration for such payments, Plaintiff's Insured  
15 transferred to Plaintiff each and all claims and demands against  
16 any person, persons or property to the extent of said sums paid  
17 and Plaintiff has thereby been assigned or subrogated in place and  
18 instead of and to the extent of the demands of its Insured,  
19 including deductibles, and sues in that capacity.

20 FIRST CAUSE OF ACTION

21 (Negligence as to SILICON VALLEY AUTO GROUP, LLC  
22 and DOES 1 to 20, Inclusive)

23 10. Plaintiff realleges and incorporates by reference  
24 each and every fact and allegation contained in paragraphs 1  
25 through 9 of the Complaint as though fully set forth at length.

26 11. Plaintiff is informed and believes, and on that basis  
27 alleges, that SILICON VALLEY AUTO was responsible for the  
28 service and/or repair of the Insured's vehicle, a 2006

1 Lamborghini Gallardo, prior to September 17, 2006 in Campbell,  
2 California.

3 12. SILICON VALLEY AUTO and DOES 1 to 20, Inclusive, and  
4 each of them, had a duty to perform the work in a responsible,  
5 professional and workmanlike manner, and to properly service  
6 and/or repair the Insured's vehicle, thereby, keeping the  
7 Insured's vehicle from being damaged.

8 13. Sometime before September 17, 2006, SILICON VALLEY  
9 AUTO and DOES 1 to 20, Inclusive, and each of them, breached  
10 their duty when the defendants, and each of them, engaged in  
11 conduct which lead them to negligently service and/or repair the  
12 Insured's vehicle. This caused a fuel leak, providing the  
13 ignition source which led the vehicle to catch fire, resulting  
14 in major, total loss damage to the Insured's vehicle.

15 14. As a direct and proximate result of the defendant's,  
16 and each of their, negligence, Plaintiff was damaged in the sum  
17 of Two Hundred Seventy-Six Thousand Thirty-Two Dollars and  
18 09/100 (\$276,032.09). by way of claim payments to and/or on  
19 behalf of its Insured for damage to the property, including  
20 Plaintiff's Insured's One Hundred Dollar (\$100.00) deductible.  
21 The monies expended and payments made by Plaintiff represent  
22 payments under the policy of insurance between Plaintiff and  
23 Plaintiff's Insured, Chris Dufresne, for property damage.

24 / / /

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26 / / /

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28

1 WHEREFORE, Plaintiff prays for judgment against the  
2 defendants, and each of them, as follows:

- 3 1. for monetary damages in the sum of Two Hundred Seventy-  
4 Six Thousand Thirty-Two Dollars and 09/100  
5 (\$276,032.09);  
6 2. for costs of suit incurred herein;  
7 3. for pre-judgment interest at the maximum rate allowed by  
8 law on this liquidated claim pursuant to the provisions  
9 of California Civil Code §3287(a); and  
10 4. for such other and further relief as the court may  
11 deem just and proper.  
12

13 DATED: April 27, 2007

LAW OFFICES OF SCOTT R. KAMRATH

14  
15 By: 

16 Scott R. Kamrath, Esq.  
17 Attorney for Plaintiff, STATE  
18 FARM MUTUAL AUTOMOBILE INSURANCE  
19 COMPANY  
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1 RICK J. MURPHY, ESQ. (SBN 072052)  
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4 Oakland, California 94612-3517  
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6 Facsimile: (510) 287-4050  
7  
8 Attorneys for Defendant and Cross-Complainant  
9 SILICON VALLEY AUTO GROUP, LLC

(ENDORSED)  
FILED

2007 JUL 19 PM 5:04

IN RE: [REDACTED]  
CHIEF EXEC. OFFICER/CLERK  
SUPERIOR COURT OF CA  
COUNTY OF SANTA CLARA  
BY \_\_\_\_\_ DEPUTY

L. QUACH-MARCELLANA

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SANTA CLARA  
10 UNLIMITED JURISDICTION

11 STATE FARM MUTUAL AUTOMOBILE  
12 INSURANCE COMPANY,

13 Plaintiff,

14 vs.

15 SILICON VALLEY AUTO GROUP, LLC; DOES 1  
16 to 20, Inclusive,

17 Defendants.

18 SILICON VALLEY AUTO GROUP, LLC,

19 Cross-Complainant

20 vs.

21 AUTOMOBILI LAMBORGHINI S.p.A; and ROES  
22 1 to 10,

23 Cross-Defendants.

No.: 107CV085018

CROSS-COMPLAINT FOR  
INDEMNITY OF SILICON  
VALLEY AUTO GROUP, LLC

BY FAX

24  
25  
26 ///  
27 ///  
28 ///

1 Cross-complainant SILICON VALLEY AUTO GROUP, LLC alleges as follows:

2 **FIRST CAUSE OF ACTION**

3 1. At all times herein mentioned, cross-complainant SILICON VALLEY  
4 AUTO GROUP, LLC was and now is a Corporation licensed to do business and doing business  
5 under the laws of the State of California.

6 2. Cross-complainant is informed and believes and thereon alleges, that  
7 cross-defendant AUTOMOBILI LAMBORGHINI S.p.A and Roes 1 -- 10, inclusive, were and  
8 now are authorized to do and doing business under the laws of the State of California.

9 3. The true names and capacities, whether individual, corporate, associate,  
10 government, or otherwise, of cross-defendants ROES ONE through TEN, inclusive, are unknown  
11 to cross-complainant, who therefore sue said cross-defendants by such fictitious names pursuant  
12 to §474 of the California Code of Civil Procedure. Cross-complainant prays leave of court to  
13 amend this cross-complaint to set forth their true names and capacities when the same have been  
14 ascertained.

15 4. At all times herein mentioned, each cross-defendant was the agent,  
16 servant, and employee of all the remaining cross-defendants and at all times herein mentioned  
17 was acting within the course and scope of this agency and employment.

18 5. Cross-complainant is informed and believes and thereon alleges, that each  
19 of the cross-defendants ROES ONE through TEN, inclusive, is negligently responsible and or  
20 strictly liable in some manner for the events and happenings herein alleged and that such  
21 negligence proximately caused the injuries and damages herein set forth. Cross-complainant is  
22 uncertain as to the manner or function of said cross-defendants and cross-complainant prays  
23 leave to amend this cross-complaint when the same has been ascertained.

24 6. Plaintiff STATE FARM MUTUAL AUTOMOBILE INSURANCE  
25 COMPANY filed the complaint herein seeking damages for injuries allegedly sustained in an  
26 accident which occurred on or about September 16, 2006. Said complaint is hereby referred to  
27 for the limited purpose of setting forth the nature of the claim of the Plaintiff's against  
28 defendants.

1                   7.     Cross-complainant herein denies that it is in any way responsible for the  
2 events or happenings or damages mentioned in the complaint of this action. However, if cross-  
3 complainant is held responsible to any party in this action for any of the matters alleged in the  
4 complaint, then it is entitled to indemnity from cross-defendants, and each of them, from any loss  
5 it may sustain in this matter, including all costs, attorneys' fees, and/or judgment which might be  
6 rendered against it, in that cross-complainant's liability would be based either on its passive or  
7 secondary negligent conduct and would arise as a proximate result of the primary and active  
8 negligence of the cross-defendants herein, and each of them.

9                   8.     Cross-complainant has incurred costs, expenses, and attorneys' fees in the  
10 investigation and defense of this action, and additional costs, expenses, and attorneys' fees will  
11 necessarily be incurred in the future. Cross-complainant prays leave of court upon ascertainment  
12 of said costs, expenses, and attorneys' fees, and of such possible liabilities, to amend this cross-  
13 complaint to allege the correct amounts or facts thereof.

14                   9.     An actual controversy has arisen and now exists between cross-  
15 complainant and cross-defendants, and each of them, concerning their respective rights and  
16 duties. Cross-complainant contends, and cross-defendants deny, that in the event cross-  
17 complainant is subjected to liability to any party to this action, cross-complainant will be entitled  
18 to be indemnified by cross-defendants, and each of them, for the full amount of any loss suffered  
19 or judgment paid by cross-complainant to any such party for such costs, reasonable attorneys'  
20 fees, and other expenses which have been and in the future may be incurred in cross-  
21 complainant's conduct of the defense of this action.

22                   10.    Adjudication of this cross-complaint in conjunction with plaintiff's action  
23 herein will prevent a multiplicity of trials and will be in the furtherance of the interests of justice  
24 and expedition of the business of the above-entitled court.

25                   WHEREFORE, cross-complainant prays for relief as hereinafter set forth.

26                   **SECOND CAUSE OF ACTION**

27                   11.    Cross-complainant incorporates by reference Paragraphs 1 through 10 of  
28 the First Cause of Action, the same as if set forth here in full.

