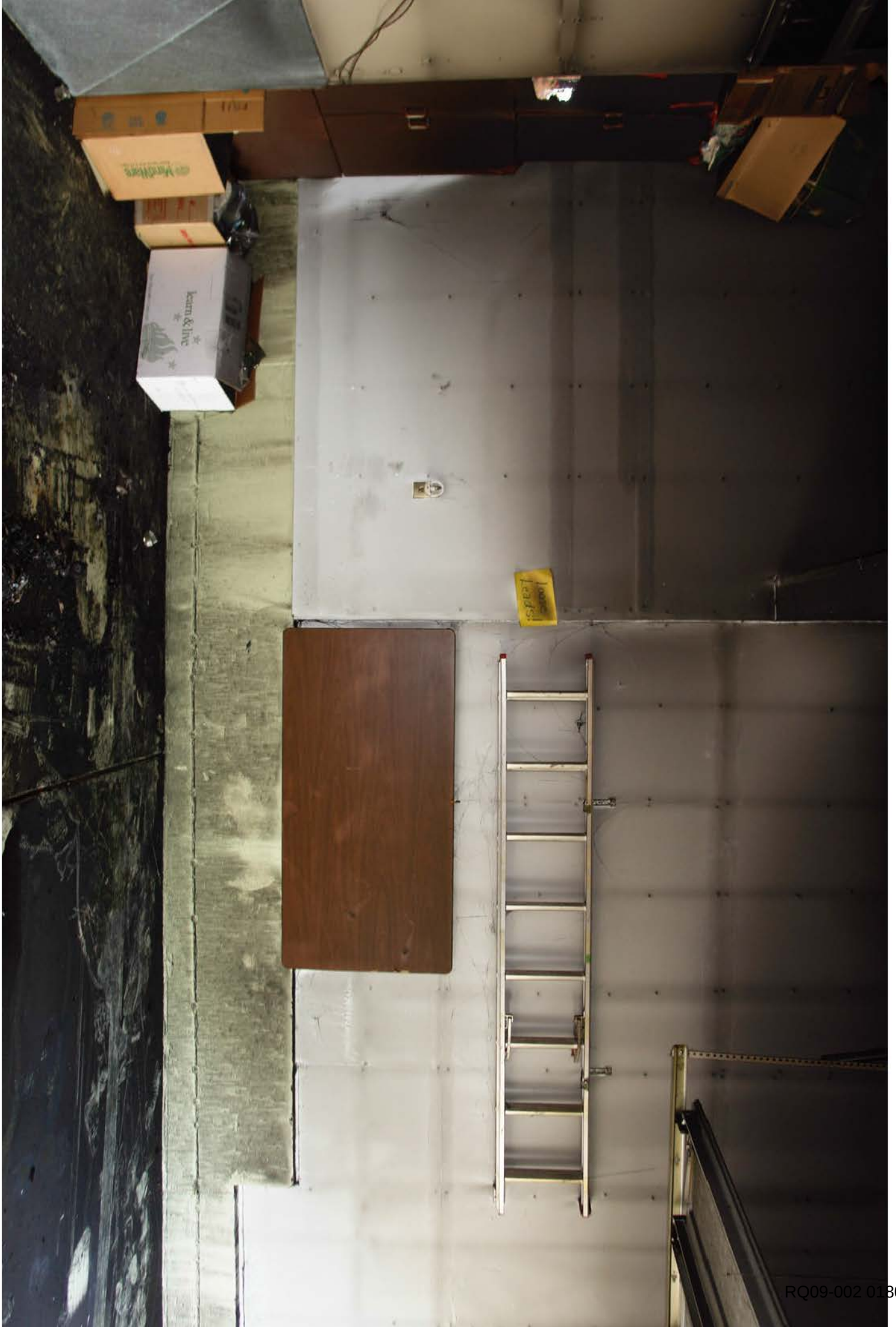




INFORMATION REDACTED PURSUANT TO THE FREEDOM  
OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)







RQ09-002 0181LC





























PARTIES

2. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of El Paso, El Paso County, Texas.

3. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Euless, Tarrant County, Texas.

4. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Kingwood, Harris County, Texas.

5. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Missouri City, Fort Bend County, Texas.

6. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Cross Roads, Denton County, Texas.

7. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Batesville, Independence County, Arkansas.

8. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Tampa, Hillsborough County, Florida.

9. PLAINTIFF [REDACTED] was, and at all times material hereto, a resident of Corona, Riverside County, California.

10. PLAINTIFF [REDACTED] & CASUALTY INSURANCE COMPANY A/S/O [REDACTED] was, and at all times material hereto, a corporation located in Maitland, Orange County, Florida.

11. DEFENDANT FORD MOTOR COMPANY, (hereinafter "Ford"), is, and at all times material hereto was, a corporation organized under the laws of the State of Delaware, with

its principal place of business in Michigan, doing business in the State of Texas and may be served through its registered agent for service of process at CT Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201. atty

12. DEFENDANT TEXAS INSTRUMENTS INCORPORATED (Hereinafter "TI") is, and at all times material hereto was, a corporation organized under the laws of the state of Delaware, with its principal place of business in Texas, and may be served through its registered agent for service of process, Joseph Hubach, 7839 Churchill Way, Dallas, Texas 75251. atty

#### JURISDICTION AND VENUE

13. This Court has jurisdiction over Defendants because said corporations did business in the State of Texas; their products were used and/or sold within the State of Texas in the ordinary course of business; and because the exercise of jurisdiction over Defendants does not offend traditional notions of fair play and substantial justice.

14. The court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the court.

15. Venue is proper in Dallas County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE ANN. § 15.002(a) (Vernon Supp. 1999) as Defendant TI's principal place of business is, and was at all times material hereto, in Dallas County, Texas.

16. All Plaintiffs are asserting claims arising out of a series of transactions or occurrences that involve a fire caused by a defective cruise control switch. Further, questions of law, fact, or both, common to the claims of all Plaintiffs will arise in this case. Common fact questions include facts regarding knowledge of the dangers associated with the defective cruise control switch, facts regarding the manufacture, design and distribution of the defective cruise

control switch, and other fact questions. Common questions of law include whether Defendant was negligent, causation, and other questions of law. Thus, joinder of the claims of all Plaintiffs is proper under the Texas Rules of Civil Procedure.

17. Maintaining venue in Dallas County, Texas would not unfairly prejudice any other party to this lawsuit. Dallas County, Texas encompasses Dallas, Texas, one of the largest cities in the United States. Travel in and out of Dallas, Texas is readily available, through two separate airports and other means. Vast resources are available to litigants in Dallas, Texas. Thus, no other party to this lawsuit would be unfairly prejudiced in their ability to try their lawsuit in Dallas County, Texas.

18. For the reasons set forth above, as well as other reasons, Dallas County, Texas is a fair and convenient venue for all Plaintiffs and Defendants.

#### STATEMENT OF FACTS

[REDACTED]

19. On or about August 31, 2008, a 1996 Ford Bronco, VIN 1FMEU15H6TI [REDACTED], which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiff's home located at [REDACTED], El Paso, Texas [REDACTED].

20. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 1996 Ford Bronco and caused damage to Plaintiff's home and contents.

[REDACTED]

21. On or about October 9, 2007, a 2002 Ford Windstar, VIN 2FMZA51462B [REDACTED], which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiff's home located at [REDACTED] Euless, Texas [REDACTED]

22. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 2002 Ford Windstar and caused damage to Plaintiff's home and contents.

[REDACTED]

23. On or about February 24, 2008, a 2002 Ford Escape, which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, was parked at Plaintiff's place of employment located at [REDACTED] Houston, Texas

24. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 2002 Ford Escape and caused damage to Plaintiff's vehicle and contents.

[REDACTED]

25. On or about June 1, 2008, a 2001 Ford F-150, which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiffs' home located at [REDACTED] Missouri City, Texas [REDACTED]

26. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 2001 Ford F-150 and caused damage to Plaintiff's home and contents.

██████████

27. On or about March 9, 2008, a 1998 Ford F-150, VIN 1FTZF1728WK ██████████ which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiff's home located at ██████████ Cross Roads, Texas ██████████

28. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 1998 Ford F-150 and caused damage to Plaintiff's home and contents.

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29. On or about March 18, 2004, a 2000 Ford Excursion, VIN 1FMNU40L2YE ██████████ which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiff's home located at ██████████, Batesville, Arkansas ██████████

30. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 2000 Ford Excursion and caused damage to Plaintiff's home, contents, and killed two pets.

[REDACTED]

31. On or about June 6, 2006, a 1995 Lincoln Mark VIII, VIN 1LNLM91V7SV [REDACTED], which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiff's home located at [REDACTED] Tampa, Florida [REDACTED]

32. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 1995 Lincoln Mark VIII and caused damage to Plaintiff's home and contents.

[REDACTED]

33. On or about July 1, 2007, a 1998 Ford Expedition, VIN 1FMRU176XWI [REDACTED], which was manufactured and designed by Ford and equipped with a defective speed control deactivation switch, manufactured and marketed by TI, was parked at Plaintiff's home located at [REDACTED] Corona, California [REDACTED]

34. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 1998 Ford Expedition and caused damage to Plaintiff's home and contents.

[REDACTED] & CASUALTY INSURANCE COMPANY A/S/O  
[REDACTED]

35. On or about September 23, 2007, a 1993 Lincoln Towncar, VIN 1LNLM82W6PY [REDACTED], which was manufactured and designed by Ford and equipped with a

defective speed control deactivation switch, manufactured and marketed by TI, was parked at Clemente Paredero's residence located at [REDACTED] Hialeah, Florida [REDACTED]

36. The defective speed control deactivation switch either solely or in combination with other defective electrical components, wiring and/or circuits on the vehicle, was the ignition source for the fire, which originated in the engine compartment of the 1993 Lincoln Towncar and caused damage to [REDACTED] home and contents. [REDACTED] home and contents were insured by [REDACTED] & Casualty Insurance Company.

#### **COUNT I - STRICT LIABILITY AS TO FORD**

37. Plaintiffs hereby adopt, restate and re-allege each and every paragraph of this petition as if fully and completely set forth herein.

38. Ford is, and was at the time of the occurrence in question, engaged in the business of designing, manufacturing and marketing sport utility vehicles to the general public, including the vehicle in question.

39. Ford has a duty and had a duty at the time of manufacture of the vehicle in question to design, manufacture and market the vehicle in a responsible and safe way so as not to cause injury or damage to the Plaintiffs or members of the general public.

40. By designing, manufacturing and marketing defective vehicles, such as the vehicle in question, Ford furnished a product which was and is unreasonably dangerous to the American public and to Plaintiffs in particular. The vehicle was defective in that it spontaneously, unexpectedly ignited. Specifically, Ford is strictly liable in the following regards:

- a. The design and manufacture of the vehicle in question was such that it had a dangerous propensity to ignite;

- b. The vehicle in question was placed on the market without adequate warning to its users, ultimate users and consumers of the propensities of igniting;
- c. The vehicle in question was placed on the market without adequate warnings to consumers and Plaintiffs in particular of the tendency of the vehicle in question to ignite;
- d. The standard of care in the design, development and manufacture of the vehicle in question, which a reasonable prudent manufacturer of the same or similar motor vehicles would have used, under the same or similar circumstances, was not used by Ford;
- e. The testing utilized by Ford to test the vehicle in question was inadequate;
- f. The vehicle in question was negligently and improperly designed and manufactured, when Ford knew or should have known that the vehicle was unsafe and would cause irreparable harm and unreasonable risk of harm to Plaintiffs; and
- g. The vehicle in question was improperly and inadequately tested and inspected by Ford.

41. Plaintiffs allege that the vehicle in question was defective and unsafe for its intended purpose at the time the vehicle left Ford and at the time of the incident in question. The vehicle in question was defective because it was unreasonably dangerous, in that, it suddenly and unexpectedly ignited.

42. The design, manufacture and marketing of the vehicle in question was a proximate and/or producing cause of all injuries suffered by Plaintiffs as hereinafter more particularly alleged.

#### **COUNT II - STRICT LIABILITY AS TO TI**

43. Plaintiffs hereby adopt, restate and re-allege each and every paragraph of this petition as if fully and completely set forth herein.

44. TI is, and was at the time of the occurrence in question, engaged in the business of marketing and selling speed control de-activation switch's, including the one included in the vehicle in question.

45. TI has a duty and had a duty at the time of manufacture of the speed control de-activation switch to market a product in a responsible and safe way so as not to cause injury or damage to the Plaintiffs.

46. By marketing and conveying a defective product, such as the speed control de-activation switch at issue here, TI furnished to consumers a product which was and is unreasonably dangerous to Plaintiffs. The product was defective in that it would malfunction and cause fires. Specifically TI is strictly liable in the following regards:

- a. Marketing, advertising and conveying a speed control de-activation switch which had a dangerous propensity to malfunction and catch vehicles on fire;
- b. Placing the speed control de-activation switch on the market without adequate warning to its users, ultimate users and consumers thereof of the propensities for igniting;
- c. The standard of care in marketing, advertising and conveying speed control de-activation switches which a reasonable prudent manufacturer of the same or similar product would have used, under the same or similar circumstances, was not used by; and
- d. Negligently and improperly marketing, advertising and conveying the speed control de-activation switch when TI knew or should have known that the product was unsafe and would cause irreparable harm and unreasonable risk of harm to Plaintiffs.

47. Plaintiffs allege that the product in question was defective and unsafe for its intended purpose at the time the speed control de-activation switch left TI and at the time the Plaintiffs became in possession of said product. The speed control de-activation switch was