

EA12-005

CHRYSLER

12-13-2012

Enclosure 3 – Public

1984-1992 XJ

Lawsuits and Claims

SUMMARY OF INPUTS RELATED TO 1984 THROUGH 1992 JEEP CHEROKEE/WAGONEER (XJ) VEHICLES

	Name	VIN	Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	
1.		1JCMT754XHT			√			
2.		1J4FJ58S0ML			√			
3.		1JCMT783XJT		√				
4.		1J4FJ58S3NL		√ (2)		√		
5.		1J4FJ28S4ML			√			
6.		1J4FT38L4KL			√			
7.		1JCWB7812GT			√			
8.		1JCMR7833HT			√			
9.		1JCUX7813FT			√			
SUBTOTALS			Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	VOQ Inputs (Name)
			0	2 VINs (also was a claim)	7	1	0	0
TOTAL 9 unique inputs			9 unique VINs					

Re: Insured : Chrysler Corporation
Claimant : [REDACTED]
Accident : 01/07/97
Our File : 12606

All photos in this series were taken by Erik J. Martensen on Wednesday, January 29, 1997, Agfa ASA 200-speed film with a Canon Rebelex 35mm camera and 35-80mm zoom lens.

Photos show a 1989 Ford 2-door Probe, Minnesota plate # [REDACTED], owned by [REDACTED] and [REDACTED], and inspected at Andy's Towing in St. Cloud, MN, (320) 251-5691.

- 1 - Photograph of the left front corner of the vehicle. No damage exists.
- 2 - Photograph of the front of the vehicle. Please notice that the windshield is partially shattered.
- 3 - Photograph of the right front corner of the vehicle. Please notice damage to the front quarter panel, right door, both right windows and windshield.
- 4 - Photograph of the right rear corner of the vehicle. Please notice damage to the right door, rear quarter panel, right windows, right side of the rear bumper and right rear taillight.
- 5 - Photograph of the rear of the vehicle. No damage is noticeable in the photograph.
- 6 - Photograph of the left rear of the vehicle. Please notice that it appears that there is damage along the left side of the vehicle, but that is the reflection from the vehicle next to the Probe and that there is no damage to the left side of the vehicle.
- 7 - Photograph of the damage to the right side of the vehicle.
- 8 - Additional photograph to the damage to the right side of the vehicle.
- 9 - Photograph of the damage to the right side of the vehicle taken near its rear.
- 10 - Additional photograph of the damage to the right side of the vehicle, again taken from its rear.
- 11 - Photograph of the damage to the rear bumper and rear taillight. Please notice that the plastic bumper cover is cracked and the taillight has been cracked.

- 12 - Photograph showing the inside of the vehicle and its front two seats. Please notice that the dashboard is badly burned.
- 13 - Additional photograph of the dashboard and steering wheel area showing the damage caused by the fire.
- 14 - Photograph of the rear seat area of the vehicle showing fire damage.

02/07/97

E. J. Martensen



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Re: Insured : Chrysler Corporation
Claimant : [REDACTED]
Accident : 01/07/97
Our File : 12606

1987 AMERICAN MOTORS WAGONEER OWNED BY [REDACTED]:

All photos in this series were taken by Erik J. Martensen on January 24, 1997, Kodak 200-speed film with a Canon Rebelex camera and 35-80mm zoom lens.

Photos show a 1987 American Motors (Jeep) Wagoneer, Minnesota plate # [REDACTED], VIN #1JCMT754XHT [REDACTED], owned by [REDACTED] and taken at Jerry's Auto Salvage, 20798 U.S. Highway #10, Big Lake, MN 55309, (612) 263-2600.

- 1 - Photograph of the left front corner of the vehicle. Please notice that the vehicle is badly burned and that the front grille appears to be caved in, possibly caused by the rear-end accident with the Ford Probe.
- 2 - Photograph of the right front corner of the vehicle. Again, notice that the entire vehicle is badly burned and that the front grille area is smashed inward.
- 3 - Photograph of the right rear corner of the vehicle. Please notice that all windows in the vehicle are missing, the rear tailgate is missing and the rear tires apparently were melted from the fire and are missing. Also notice dents to the rear bumper and dents to the left side of the fuel tank.
- 4 - Photograph of the right rear corner of the vehicle. Please notice that the vehicle is badly burned, the windows are missing and the tailgate is missing.
- 5 - Photograph of the right side of the vehicle.
- 6 - Photograph of the front of the vehicle.
- 7 - Photograph of the rear of the vehicle. Please notice that the left side of the rear bumper is dented and bent downwards and that the gas tank is dented and cracked on the left side.
- 8 - Photograph of the inside (front seat) of the vehicle. Please notice the steering wheel column visible in the photo.
- 9 - Photograph of the front seat of the vehicle. Please notice that the vehicle is badly damaged due to the fire.

- 10 - Photograph of the two front bucket seats and the rear bench seat in the vehicle.
- 11 - Photograph of the front of the vehicle which shows the dented grille. Also notice that the front differential and underside of the vehicle are noticed. There is no apparent damage to the underside of the front of the vehicle.
- 12 - Photograph of the underside of the vehicle. Please notice an unidentified (rusty) damaged component of the vehicle.
- 13 - Photograph of the left rear corner of the vehicle showing dents/cracks to the gas tank and the bent rear bumper.
- 14 - Photograph of the left rear bumper and left rear side of the gas tank.
- 15 - Photograph of the right rear corner of the vehicle showing the right rear corner of the gas tank.
- 16 - Photograph of the right rear portion of the gas tank.
- 17 - Photograph taken from underneath the vehicle showing the right and bottom sides of the gas tank.
- 18 - Photograph taken from underneath the vehicle, again showing the right rear of the gas tank.
- 19 - Photograph taken from underneath the vehicle, with the camera facing towards the back of the vehicle, showing the front and bottom of the gas tank. Please notice scrapes on the bottom left side of the gas tank.
- 20 - Photograph of the left front corner of the gas tank showing scrapes.
- 21 - Photograph taken from underneath the vehicle, showing the bottom of the gas tank. Please notice several scrapes on the left side of the gas tank along with bending of the metal on the left rear.
- 22 - Photograph of the fuel filter and fuel lines. No damage was noticed.

- 23 - Photograph taken from underneath the vehicle showing the left side and bottom of the gas tank. Please notice several scrapes along the bottom of the tank, along with the cracking of the left rear corner of the tank. Also notice that the hose which extends from the top left of the tank has been completely dislodged.
- 24 - Photograph of the left side of the tank showing the damage to its left rear.
- 25 - Photograph of the left rear corner of the gas tank. Please notice that the gas tank is cracked along its left rear and that the hose that is connected to the gas tank has been completely dislodged.
- 26 - An additional photograph of the left rear corner of the gas tank.
- 27 - Photograph of the dislodged hose on the left side of the gas tank (top).
- 28 - Close-up of the dislodged hose after removal from the gas tank.

01/27/97

E. J. Martensen



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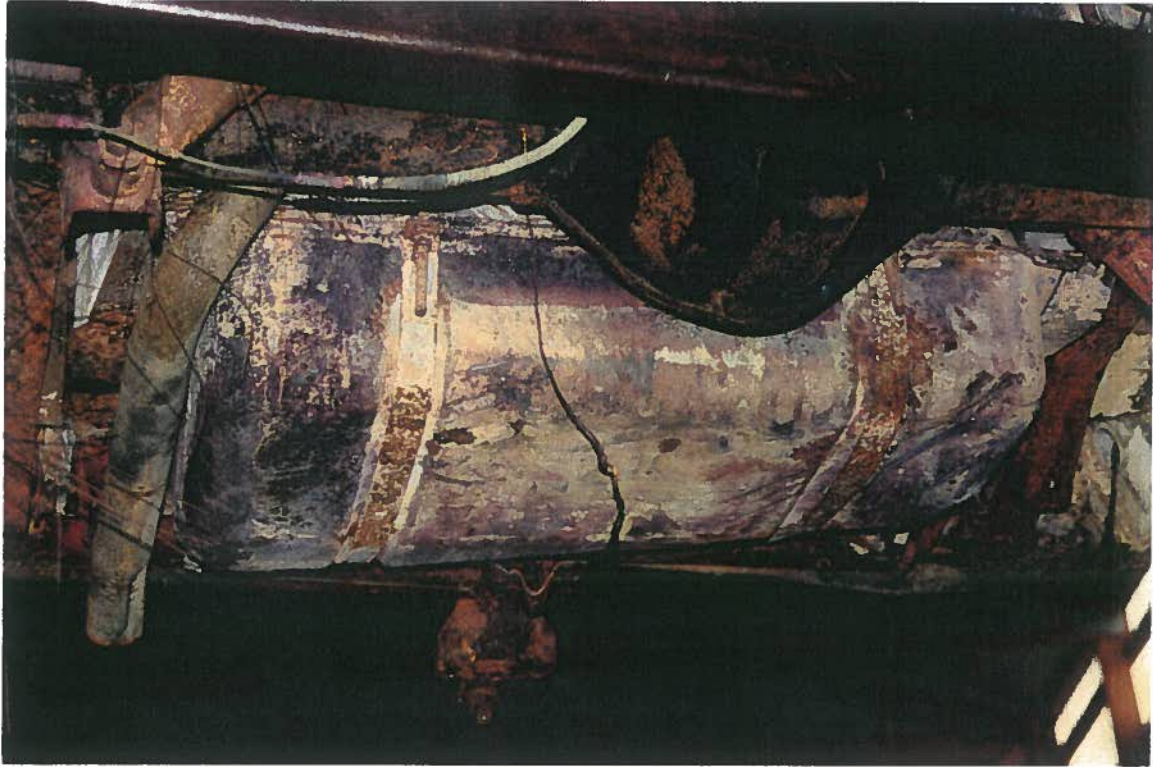
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INCIDENT REPORT - BIG LAKE FIRE DEPARTMENT

CALL# 04 ICR# 97000361 DATE: 11/21/97
 () BL CITY (X) TOWNSHIP () ORROCK TOWNSHIP () OTHER: _____

MUTUAL AID: () GIVEN () RECEIVED

TIMES: PAGE: 0643 ENROUTE: 0648 ARRIVED: 0703 CLEARED: 0748

INSERVICE: _____

LOCATION: Cty Road 15 at R.R. tracks (North side) and north on Hwy 10

REPORTING NAME: S.C.S.D. TELE: _____

MAILING ADDRESS: _____

OWNER NAME: _____ TELE: _____

DRIVER'S LICENSE# _____

MAILING ADDRESS: _____

OCCUPANT NAME: _____ TELE: _____

DRIVER'S LICENSE# _____

MAILING ADDRESS: _____

TYPE OF SITUATION FOUND: 3-vehicle motor vehicle accident, All 3 cars fully involved (1 fatality)

ACTION TAKEN: Extinguishment - Two gross loads of E-11 to Ext. T-13 CALLED for more water (was not needed)

INVESTIGATION REG. (X) YES () NO

REMARKS: This case was turned over to the Sherburne Cty Sheriff Dept & the State Fore Marshall for investigation.

VEHICLE INCIDENT ONLY: YR. 94 MAKE: Geo MODEL: Prem LIC.#: [REDACTED]

COLOR: VIN# [REDACTED] BIG LAKE MN

ON STATE RIGHT OF WAY () YES () NO

DOLLAR LOSS TO VEHICLE \$ total

FIRE DISCOVERED BY-NAME: _____ DOB _____

ADDRESS: _____

TELE: (H) _____ (W) _____ FIRE

STARTED IN: () ENGINE AREA () PASSENGER AREA () TRUNK

INS. AGENT: _____ INS. CO.: _____

EA12-005- Chrysler -006860

12- total 87 Jeep Wagoneer ELK River MN

() U10 (X) E11 () T12 (X) T13 () G14 (X) R15 () G16

COMMENTS: The Roads were glaze ice, our vehicles had a
hard time going over 20 mph. ~~the~~ ~~the~~ the men reported
that the tires kept spinning if they went any faster.

OFFICER IN CHARGE: REDEPENNING

ROSTER	STBY	HRS	SCENE	ROSTER	STBY	HRS	SCENE
REINES, DAVE				NAGORSKI, DENNIS			
THOMES, JAMES		2	E-11				
DANIELOWSKI, ERV				MOONEY, DANNY			
SUNDSTROM, DAVID				AHRENS, PETE			
BONDHUS, MIKE				CONLIN, DAN		2	R-15
MANCUSO, ED				HOWE, JIM			
SMITH, GREG				REDEPENNING, SHAWN		2	P.O.V
MOOS, DENNIS				GILBERTSON, JOHN	X	2	
EISINGER, TONY		2	R-15	PETERSON, KEVIN			
HALVERSON, KEN				OLSON, SAM			
CHRISTENSON, PAUL		2	T-13	DAVIS, TIM		2	E11
SCHROEDER, PAUL		2	R-15	EDDY, ROBERT			
REX, JOHN				SJOSTRAND, JOHN			
KAMPA, TOM				NEMES, PAUL		2	T-13
RING, TOM				SETH, JEFF		2	E-11

TOTAL FIREFIGHTERS: 10

TOTAL HOURS: 20

EQUIPMENT LOST, DAMAGED OR DESTROYED

NONE

STATE OF MINNESOTA
COUNTY OF SHERBURN

WRONGFUL DEATH
DISTRICT COURT
TENTH JUDICIAL DISTRICT

Court File No. *

Elliott Anderson as Trustee
for the Heirs and Next-of-Kin
of Noelle Anderson, Deceased,
and Christine Anderson,

Plaintiffs,

vs.

COMPLAINT

Tamara Whittier and
Chrysler Corporation,

Defendants.

PLAINTIFFS, FOR THEIR CAUSE OF ACTION AGAINST DEFENDANTS
HEREIN, STATES AND ALLEGES AS FOLLOWS:

I.

That, Plaintiff Elliot S. Anderson is the duly appointed trustee pursuant to
Minn. Stat. §573.02, authorized to maintain this action for wrongful death on behalf
of the heirs and next of kin of Noelle M. Anderson, decedent.

II.

That, at all times relevant hereto, Defendant Tamara Ann Whittier was and is a
resident of the State of Minnesota currently residing at 25315 - 167th Street, Big
Lake, Minnesota.

III.

That, on or about January 7, 1997, Plaintiff Noelle Anderson was a passenger in a 1987 Chrysler Jeep Wagoneer being operated by Christine Lee Anderson and proceeding southbound on County Road 15 at or near the intersection with U.S. Highway 10 in Big Lake Township, Minnesota. At a point approximately one half mile north of the intersection of U.S. Highway 10, Plaintiff's vehicle was struck from behind by a vehicle owned and operated by Defendant Tamara Ann Whittier. Immediately upon that impact, the fuel tank in Plaintiff's vehicle ruptured, and a fire ensued engulfing the vehicle in flames.

IV.

That, Noelle Anderson sustained massive injuries in this collision resulting in her death.

V.

That, the aforementioned collision occurred as a direct result of the negligence and carelessness of Defendant Tamara Whittier.

VI.

That, as a direct and proximate result of the death of Noelle Anderson, her heirs and next of kin have suffered the loss of her companionship, counsel, aid, comfort, assistance, protection and support, and have otherwise suffered damage and pecuniary loss, providing for a proper burial, all to their damage in an amount undetermined at this time.

VII.

That, as a direct and proximate result of the negligence and carelessness of Defendant Tamara Whittier, Plaintiff Christine Anderson sustained severe and permanent injuries in mind and body, incurring loss of wages and wage earning

ability, property damage and medical expenses, all of which problems are continuing in nature, resulting in damage to Plaintiff in an undetermined sum at this time.

VIII.

That, Defendant Chrysler Corporation negligently and carelessly designed, tested, manufactured, promoted, distributed, sold, and advertised the afore-referenced vehicle and negligently failed to warn of its hazards and defects.

IX.

That, at the time the afore-referenced vehicle left the control of Defendant Chrysler Corporation, it was defective in design, manufacture, instruction and warnings, causing Defendant Chrysler Corporation to be strictly liable to Plaintiff Elliott S. Anderson.

X.

That, Defendant Chrysler Corporation expressly and impliedly warranted that the afore-referenced vehicle was fit and safe for all reasonable and expected uses in connection therewith; and did further warrant that the vehicle was of good and merchantable quality.

XI.

That, Defendant Chrysler Corporation, did breach the foregoing express and implied warranties, for which Defendant is negligent and/or strictly liable.

XII.

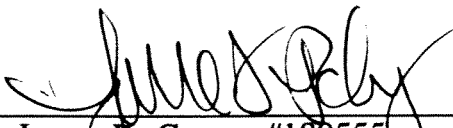
That, as a direct and proximate result of Defendant Chrysler Corporation's negligence, breach of expressed and implied warranties, and strict liability in design, manufacture, and failure to warn, and/or the negligence of Defendant Tamara Whittier in the operation of her motor vehicle, the heirs and next of kin of Noelle M.

Anderson and Christine Anderson individually did sustain the afore-referenced damages.

WHEREFORE, Plaintiff demands judgment against Defendant's herein for a reasonable sum in excess of Fifty Thousand (\$50,000.00) Dollars, together with interest, costs, and disbursements herein.

DATED: _____

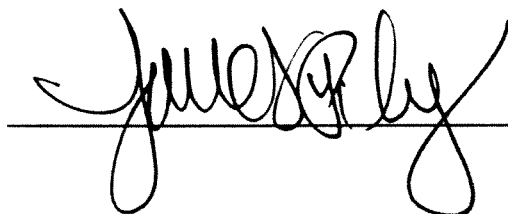
4.9.97



James P. Carey, #180555
**SIEBEN, GROSE, VON HOLTUM,
MCCOY & CAREY, LTD.**
Attorneys for Plaintiff
900 Midwest Plaza East
800 Marquette Avenue
Minneapolis, Minnesota 55402
(612) 333-4500

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.21, Subd. 2, to the party against whom the allegations in this pleading are asserted.



PI1-37323

Re: Insured : Chrysler Corporation
Claimant : [REDACTED]
Accident : 01/07/97
Our File : 12606

1994 GEO PRISM OWNED BY [REDACTED]:

All photos in this series were taken by Erik J. Martensen on January 24, 1997, Kodak 200-speed film with a Canon Rebelex camera and 35-80mm zoom lens.

Photos show a 1994 Geo Prism, Minnesota plate # [REDACTED], VIN #1Y1SK5369RZ [REDACTED], owned by [REDACTED], and taken at Jerry's Auto Salvage in Big Lake, MN.

- 1 - Photograph of the left rear corner of the vehicle. Please notice extensive front-end damage presumably caused by the rear ender with the Jeep, along with extensive damage to the entire vehicle.
- 2 - Photograph of the right front corner of the vehicle. Again, notice extensive front-end damage along with extensive fire damage to the entire vehicle.
- 3 - Photograph of the left rear corner of the vehicle. Please notice extensive fire damage.
- 4 - Photograph of the right rear corner of the vehicle. Again, notice extensive fire damage.
- 5 - Photograph of the front of the vehicle.
- 6 - Photograph of the right side of the vehicle.
- 7 - Photograph of the rear of the vehicle.
- 8 - Photograph of the left side of the vehicle.
- 9 - Photograph of the damage to the right front corner of the vehicle. Please notice that the bumper, hood, grille and front quarter panel are badly dented/mangled.

- 10 - Close-up photograph of the damage to the left front corner of the vehicle.
- 11 - Photograph taken with the camera facing forward showing the front and rear seats of the vehicle.
- 12 - Photograph taken from the rear window of the vehicle, with the camera facing forward, showing the inside of the vehicle.
- 13 - Photograph taken from the right rear window of the vehicle, with the camera facing approximately forward, showing the inside of the vehicle.

01/27/97

E. J. Martensen



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Re: Insured : Chrysler Corporation
Claimant : [REDACTED]
Accident : 01/07/97
Our File : 12606

1989 FORD PROBE OWNED BY [REDACTED] AND [REDACTED]

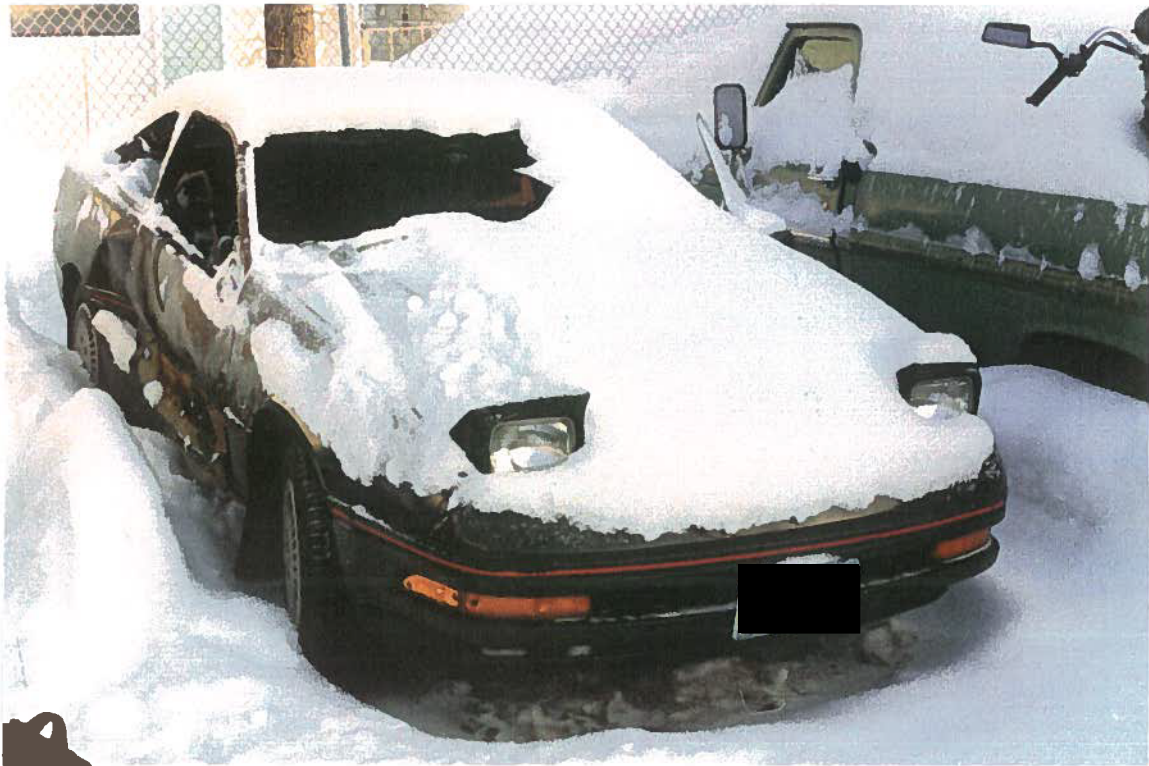
All photos in this series were taken by Erik J. Martensen on January 24, 1997, Agfa ASA 200-speed film with a Canon Rebelex camera and 35-80mm zoom lens.

Photos show a 1989 Ford two-door Probe, Minnesota plate # [REDACTED], VIN #1ZVBT21C0K5 [REDACTED], owned by [REDACTED] and [REDACTED] and taken at Peterson's Amoco Station in Big Lake, MN.

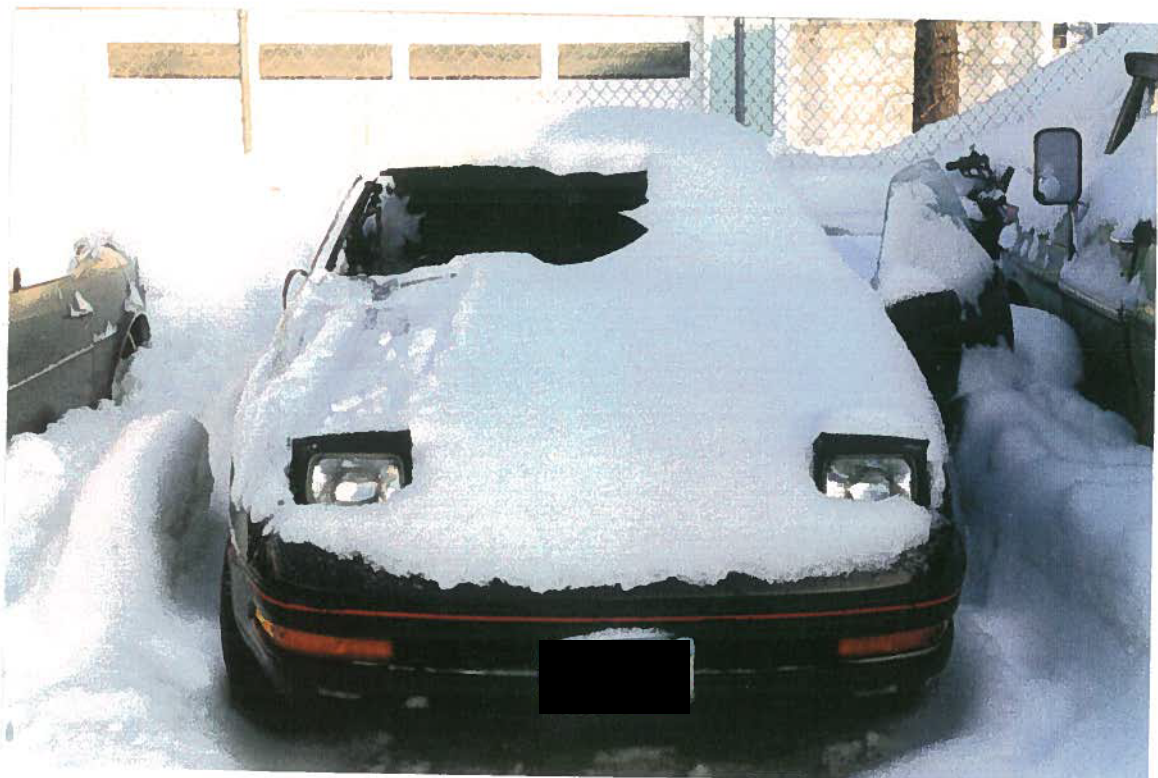
- 1 - Photograph of the right front corner of the vehicle. Please notice damage along the entire right side of the vehicle.
- 2 - Photograph of the front of the vehicle.
- 3 - Photograph of the left front of the vehicle. No damage exists.
- 4 - Photograph of the left rear of the vehicle. No damage exists.
- 5 - Photograph of the rear of the vehicle. No damage exists.
- 6 - Photograph of the right rear corner of the vehicle. Please notice damage to the right door and shattered right windows.
- 7 - Photograph of the right side of the vehicle showing damage to the rear quarter panel and right door.
- 8 - A close-up of the damage to the right rear quarter panel and right door. Please notice that the door was badly burned in the fire.
- 9 - Photograph of the right side of the vehicle showing damage to the front right quarter panel and right door.
- 10 - Photograph (close-up) of the damage to the right front quarter panel and right door.
- 11 - Photograph of the inside of the vehicle. Please notice that the inside was moderately damaged by the fire.

01/27/97, E. J. Martensen

EA12-005- Chrysler -006901



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Re: Insured : Chrysler Corporation
Claimant : [REDACTED]
Accident : 01/07/97
Our File : 12606

COUNTY ROAD #15 IN BIG LAKE, MN, NEAR THE BURLINGTON NORTHERN

RAILROAD TRACKS:

All photos in this series were taken by Erik J. Martensen on January 24, 1997, Agfa ASA 200-speed film with a Canon Rebelex camera and 35-80mm zoom lens.

Photos show the intersection of County Road #15 with the Burlington Northern railroad tracks in Big Lake, MN. County Road #15 is one lane of traffic in each direction, undivided and runs north and south. The railroad tracks run east and west.

- 1 - Photograph taken with the camera facing south, taken on County Road #15 (southbound) approximately one-half mile north of the railroad tracks. Please note that this is the direction of travel of all three vehicles prior to the impacts.
- 2 - Photograph taken from southbound County Road #15, with the camera facing south, taken from a point located 4/10 of a mile north of the railroad tracks.
- 3 - Photograph taken from southbound County Road #15, taken with camera facing south from a point approximately 3/10 of a mile north of the railroad tracks.
- 4 - Photograph taken on southbound County Road #15, approximately 2/10 of a mile north of the railroad tracks, with the camera facing south.
- 5 - Photograph taken on southbound County Road #15, with the camera facing south, taken from a point 1/10 of a mile north of the railroad tracks.
- 6 - Photograph taken on southbound County Road #15, with the camera facing south, taken from a point located 150 feet north of the railroad tracks.
- 7 - Photograph taken on southbound County Road #15, with the camera facing south, taken from a point located 75 feet north of the railroad tracks.
- 8 - Photograph taken with the camera facing west, taken from a point located 200 feet east of County Road #15, showing the railroad tracks.

- 9 - Photograph taken with the camera facing west, taken from a point 75 feet east of County Road #15, showing the railroad tracks.
- 10 - Photograph with the camera facing north, taken from County Road #15 from a point approximately 200 feet south of the railroad tracks.
- 11 - Photograph with the camera facing north, taken from County Road #15 from a point approximately 75 feet south of the railroad tracks.
- 12 - Photograph with the camera facing east, taken from a point located 200 feet west of County Road #15, showing the railroad tracks.
- 13 - Photograph with the camera facing east, taken from a point 75 feet west of County Road #15, showing the railroad tracks.
- 14 - Photograph of flowers placed on the west side of County Road #15, approximately 100 feet north of the railroad tracks, possibly indicating the place of accident.

01/27/97

E. J. Martensen



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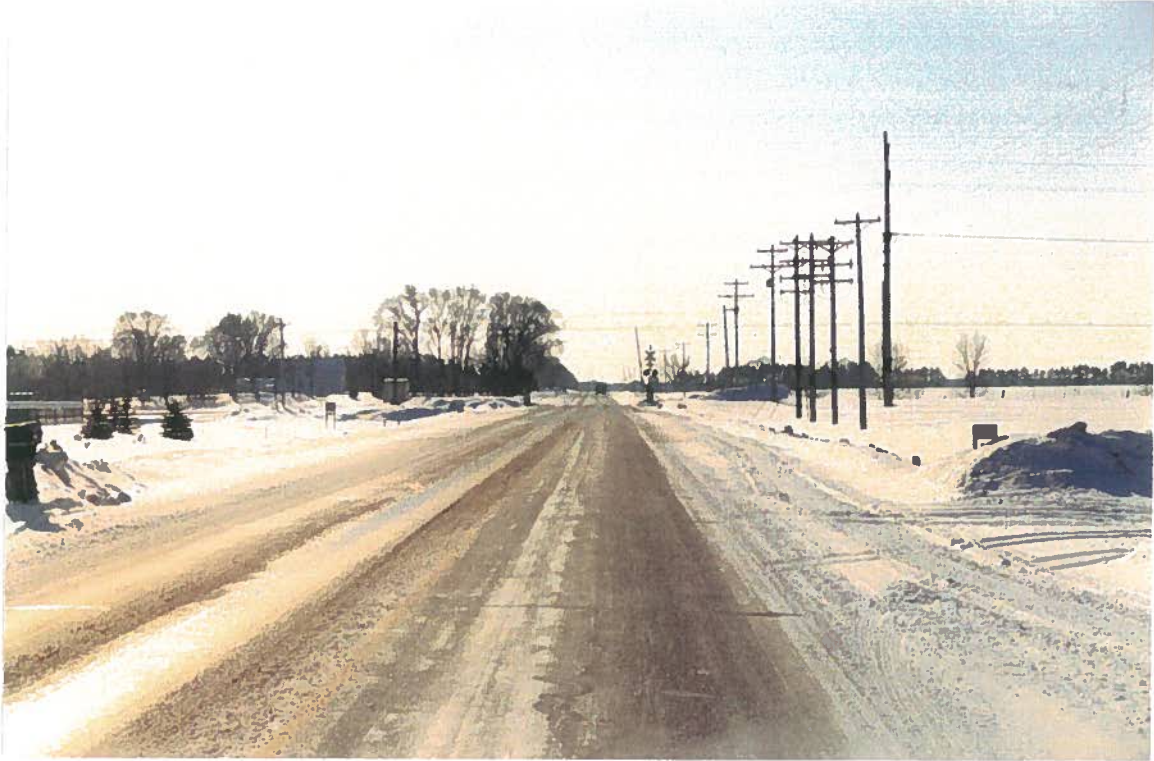
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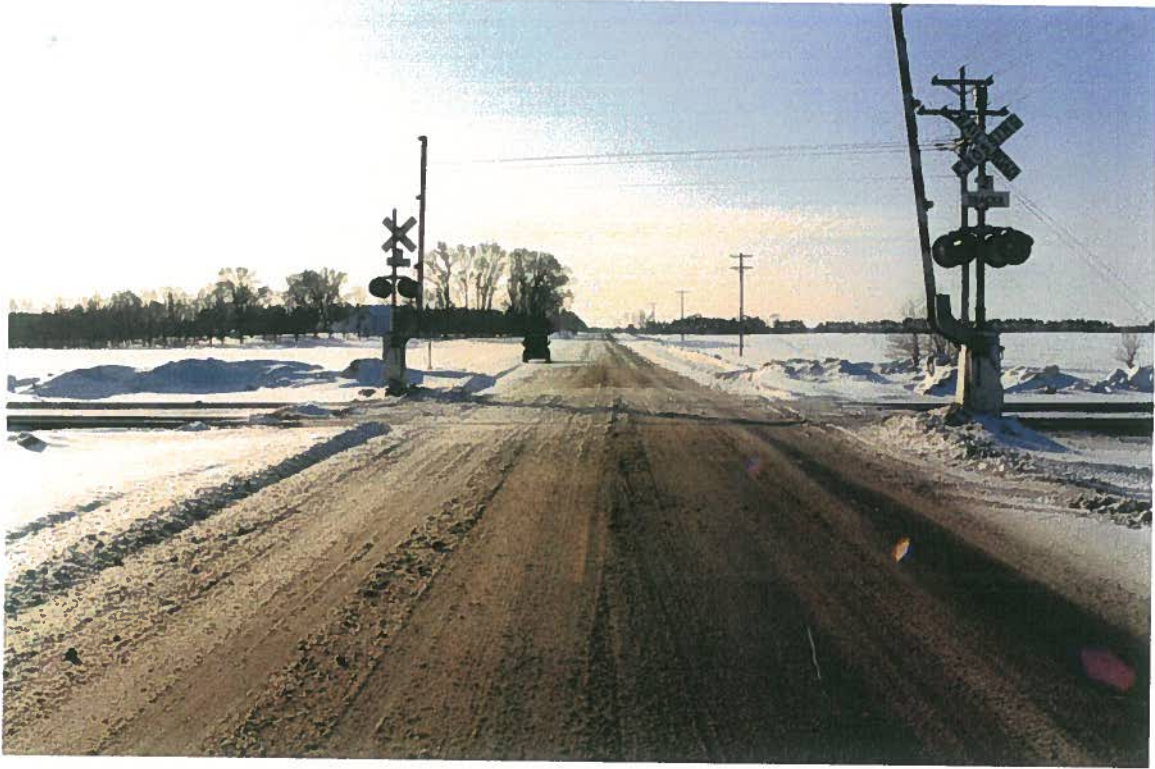
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PROPERTY DAMAGE APPRAISERS

35 MM PHOTO MOUNT

Company ALLSTATE

Insured _____

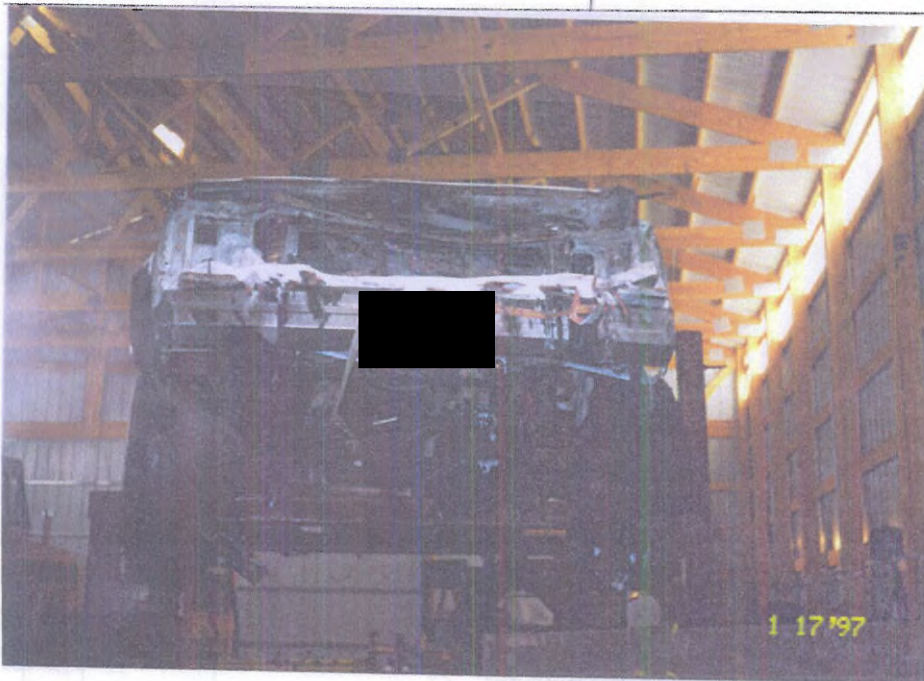
Claimant [REDACTED]

Policy No. _____

Claim No. [REDACTED]

Assignment No. 7010268

Date 1/18/97



↑ Comments #1 _____

← Comments #2 _____

Comments #3 _____



EA12-005- Chrysler -006917



PROPERTY DAMAGE APPRAISERS

35 MM PHOTO MOUNT

Company ALLSTATE

Insured _____

Claimant _____

Policy No _____

Claim No _____

Assignment No. 7010268

Date 1/18/97



↑ Comments #1 _____

← Comments #2 _____

→ Comments #3 _____



EA12-005- Chrysler -006918

Independently Owned And Operated

TRAFFIC ACCIDENT REPORT

(FOR POLICE USE ONLY AS REQUIRED BY STATUTE)

PAGE 1 OF 2

LOGICAL CASE NO.		HIT-AND-RUN		PUB PROP	VEHICLES	KILLED	INJURED	\$MM
87000361		ATTENDED	N	3	1	1	1	Y
ROUTE SYSTEM		ROUTE NUMBER OR STREET NAME						
CRSH		CORD 15						
CN	CITY	INT ELEM	REFERENCE POINT	ROUTE NO. ROUTE # STREET CORP LIMIT REF POINT ON FEATURE				
0	8	WTP	BIG LAKE	+	HWY HWY 10			

FOR OPS. USE ONLY
70070001

FACTOR 1	46	STATE	MN	CLASS	C	FACTOR 2	12
MINUTER	1	RESTRICTING COMPLIED	4	WITHDRAWN	N	MINUTER	11
PHYSICAL	1	BIG LAKE, MN				PHYSICAL	1
ADDRESS CORRECT	0	SEX	F	EJECT	0	ADDRESS CORRECT	0
TO HOSP	3	INJURED	C	TO HOSP	Y	INJURED	0
TRANSPORT	0	TRANSPORT	0	TRANSPORT	0	TRANSPORT	0

OWNER NAME	SAME	VEHICLE	2
ADDRESS	SAME	VEHICLE	2
CITY, STATE, ZIP		VEHICLE	2
MAKE	GEO	MODEL	PRISM
YEAR	94	COLOR	RED
SEQUENCE OF EVENTS	1	1	2
STATE	MN	YEAR	97
INSURANCE		INSURANCE	

UNIT	POSTN	AGE	SEX	EJECT	ASTANT	INJURED	TO HOSP	TRANSPORT
2	6	3	F	3	12	K	N	0
2	4	3	F	0	12	C	Y	0

ACCIDENT	1	OWNER OF OTHER DAMAGED PROPERTY AND/OR YELLOW TAG NUMBER(S)		AMBULANCE SERVICE(S) AND/OR STATE AMBULANCE RUN NUMBER(S)	1030
EXPOSURE	0			MONTECALLO BIG LAKE AMBULANCES	
ON BRIDGE	0				
LOCATION	1				
HOW WORK	1				
DESIGN	6				
ADJUST	4				
RECHARGE	1				

DEPUTY K. HANSON

3531

SHERBURNES CORD

POLICE

LOCAL

SHERIFF

OTHER

UNIT	MOTOR CARRIER	HAZ MAT	HAZ FLAG	MATL CLASS/ID	MATL CLASS/ID	MATL CLASS/ID	BOY TYP
ADDRESS							
CITY, STATE, ZIP							
INSPECTOR							
EA12-005- Chrysler -006942							

MAR-25-97 TUE 16:38

MILWAUKEE INSURANCE

FAX NO. 612+622-3018

P.03

STATE OF MINNESOTA - DEPARTMENT OF PUBLIC SAFETY

TRAFFIC ACCIDENT REPORT

(FOR POLICE USE ONLY AS REQUIRED BY STATUTE)

PAGE 1 OF 2

LOCAL CASE NO.		97000361		HIT-TO-RUN		PUB PROP		VEHICLES		KILLED		INJURED		FMIN	
ATTENDED		UNATTENDED		N		3		1		1		1		4	
ROUTE SYSTEM		ROUTE NUMBER OR STREET NAME		ON CRSH		CR15		AT		INTERSECTION		WITH		OR	
COUNTY NO		CITY		TWP		BIG LAKE		INT ELEM		REFERENCE POINT		ROUTE #		ROUTE # STREET, CORP UNIT, REF POINT OR FEATURE	
MONTH		DATE		YEAR		DAY		TIME		AM		PM		643	

700700001

FOR DRG USE ONLY

FACTOR 1		DRIVER LICENSE NUMBER		STATE		CLASS		UNIT 2		DRIVER LICENSE NUMBER - 2		STATE		CLASS	
FACTOR 2		NAME (FIRST, MIDDLE, LAST)		MNV		C		NAME (FIRST, MIDDLE, LAST)		MNV		C		FACTOR 1	
MNUVER		ADDRESS		MNUVER		ADDRESS		MNUVER		ADDRESS		MNUVER		ADDRESS	
PHYSOL		CITY, STATE, ZIP		PHYSOL		CITY, STATE, ZIP		PHYSOL		CITY, STATE, ZIP		PHYSOL		CITY, STATE, ZIP	
RCOMND		ADDRESS CORRECT		RCOMND		ADDRESS CORRECT		RCOMND		ADDRESS CORRECT		RCOMND		ADDRESS CORRECT	

VEH TYPE		OWNER NAME		VEH TYPE		OWNER NAME	
FIRE		ADDRESS		FIRE		ADDRESS	
TOW		CITY, STATE, ZIP		TOW		CITY, STATE, ZIP	
DMGLOC		MAKE		DMGLOC		MAKE	
DMGSEV		MODEL		DMGSEV		MODEL	
YEAR		COLOR		YEAR		COLOR	
SEQUENCE OF EVENTS		SEQUENCE OF EVENTS		SEQUENCE OF EVENTS		SEQUENCE OF EVENTS	

INJURED PASSENGERS/WITNESSES		UNIT		POSTN		AGE		SEX		EJECT		ASTNT		INJCOD		TO HOSP		TRANSPORT	

ACCTYP		OWNER OF OTHER DAMAGED PROPERTY AND/OR YELLOW TAG NUMBER(S)		AMBULANCE SERVICE(S) AND/OR STATE AMBULANCE RUN NUMBER(S)		DESCRIPTION, CHARGES PENDING, AND/OR CITATIONS ISSUED		DEVICE	
EXDOBU		NORTH						WORKING	
ON BRIDGE								SPEED LIMIT	
LOCATN								55	
RCWCRK								INSTR	
RCDSGN								9	
RCOSURF								WEATHER	
RCCHWR								1	
								PHOTOS TAKEN	
								Y	
								LIGHT	
								4	
								DIAGRAM	
								1	

OFFICER: RANK, NAME, BADGE #, AND AGENCY

DEPUTY K. HANSON #3531		SHERIFF		LOCAL		OTHER	
UNIT		MOTOR CARRIER		PATROL		SHERIFF	
ADDRESS		CITY, STATE, ZIP		INSPECTOR #		EYEWIT	
CITY, STATE, ZIP		INSPECTOR #		EYEWIT		EYEWIT	

EA12-005-Chrysler-006943



















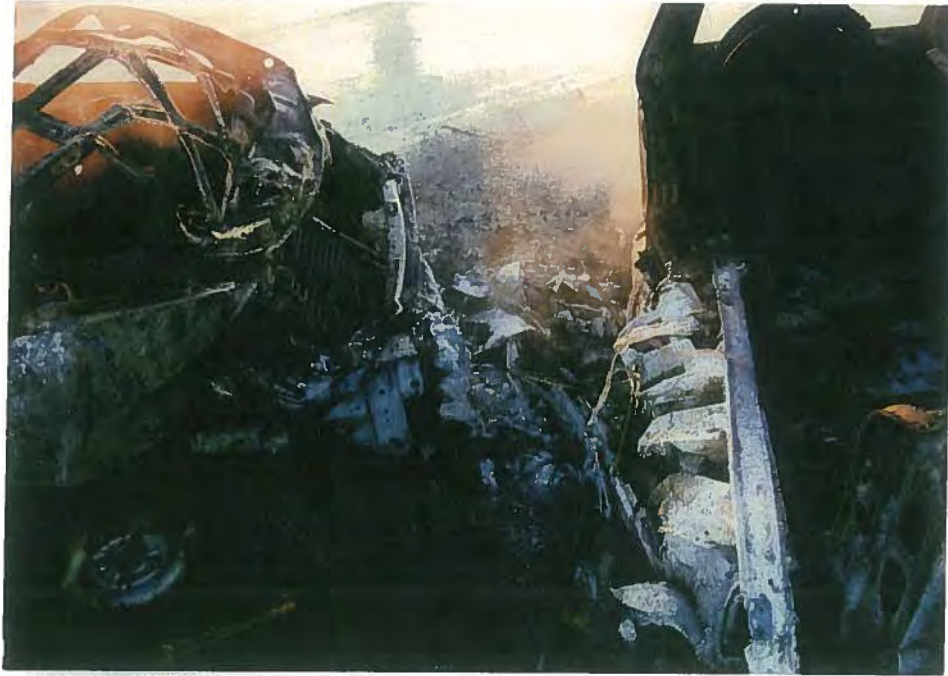
















MATTER #	1019654
FILE TYPE	Lawsuit
FILE NAME	[REDACTED]
CAIR #	
DATE OF INCIDENT	01/07/1997
DATE OF NOTICE	01/10/1997
MODEL/MODEL YEAR	1987 Jeep Wagoneer (XJ)
VIN	1JCMT754XHT [REDACTED]
MILEAGE	
OWNER	[REDACTED] [REDACTED] [REDACTED] [REDACTED] Elk River, MN [REDACTED]
COURT	10th Judicial District Court, Sherburne, MN
DOCKET #	1019654
FIRE ALLEGED	Yes
DESCRIPTION	<p>On January 7, 1997, a 1987 Jeep Wagoneer (XJ), operated by [REDACTED], was travelling on County Road 15 in Big Lake Township, Minnesota. The posted speed limit at the site of the accident was 55 mph. According to the police accident report, the Jeep Wagoneer (XJ) was travelling southbound on County Road 15, which was extremely slippery at the time because of snowy conditions. The driver of the Jeep Wagoneer (XJ) saw a 1989 Ford Probe had slid to a stop on the southbound shoulder before a railroad crossing to avoid a passing train. The Jeep Wagoneer (XJ) was unable to stop before its front end slid into the rear of the Ford Probe. Both drivers were standing outside their vehicles after exchanging insurance information when a 1994 Geo Prizm, operated by [REDACTED], also southbound on County Road 15, was unable to stop for the two vehicles and the right-front of the Geo Prizm struck the left-rear of the Jeep Wagoneer (XJ). In a transcribed statement to the Sherburne County Sheriff's office, [REDACTED] stated that she was travelling 30-35 mph at the time of the collision. The impact pushed the front end of the Jeep Wagoneer (XJ) into the right side of the Ford Probe. A fire in the area of the Jeep Wagoneer (XJ) ensued.</p>
PROPERTY DAMAGE ALLEGED	No
INJURIES	4
FATALITIES	1
ANALYSIS	The 1987 Jeep Wagoneer (XJ) was not inspected. Based on the available information, including the police accident report, witness

statements and vehicle photographs, Chrysler Group concludes that the impact of the Geo Prizm with the left-rear of the Jeep Wagoneer (XJ) occurred at a relative velocity of 30-35 mph. This is based on the statement by the driver of the Geo Prizm. As a result of this severe, high-energy impact, the front end of the Geo Prizm likely rode under the left-rear bumper of the Jeep Wagoneer (XJ) puncturing the left-rear of the fuel tank causing the fuel leakage and the fire. There was severe damage to the front end of the Geo Prizm with the front bumper torn off of its attachment to the front cross member. The bumper attachment bracket on the right-front of the Geo Prizm was exposed with sharp angled edges. The investigating police officer concluded that it was possible that the bracket was the cause of the fuel tank puncture. The interposition of the Jeep Wagoneer (XJ) between the Geo Prizm and the Ford Probe likely increased the crash forces acting on the rear of the Jeep Wagoneer (XJ) and contributed to the underride. The damage to the rear of the Jeep Wagoneer (XJ) and the front of the Geo Prizm is depicted in the photographs in Enclosure 3 Public, Bates page numbers EA12-005 – Chrysler – 006894 and 6879.

HERBURN COUNTY SHERIFF DEPT
FOLLOW UP/CONTINUATION REPORT

CASE NO. 97000361

TYPE OF OFFENSE Fatal Motor Vehicle Accident

PLAINTANT

ADDRESS

ADDITIONAL DETAILS OF OFFENSE, PROGRESS OF INVESTIGATIONS, ETC.

010797,
Jacobs, writer.

Time of incident: 0643 hours.

At approximately 0650 hours, this officer was notified by Sherburne County Dispatch of a fatality at the location of County Road 15, just north of the railroad tracks. This officer responded, arriving at that location at approximately 0730 hours. I was briefed by Chief Deputy Jeff Lindberg, 3502, as to what had occurred.

Upon arriving at the scene, I observed numerous officers at the scene, including Deputies from the Sherburne County Sheriff's Department and personnel from the Big Lake Fire Department. This officer observed three vehicles that were involved in the accident. The accident also involved a fire that consumed all three vehicles that were involved in the accident.

The vehicles were situated in the south bound lane of County Road 15. The vehicle that was furthest south was a 1989 Ford Probe belonging to [REDACTED], dob [REDACTED], Elk River. The second vehicle was a 1987 Jeep Wagoneer, four door, belonging to [REDACTED], dob [REDACTED], Elk River. This was also the vehicle that deceased had been in. The third vehicle, the northern-most vehicle, was a 1994 Geo Prizm, four door, belonging to [REDACTED], dob [REDACTED], Big Lake. The vehicles were located approximately 150 feet north of the railroad tracks on County Road 15.

The road conditions were extremely slippery. The roads were completely covered with compacted snow and ice. The temperature was between 15 and 20 degrees below zero. There was a large amount of steam at the location. The steam was coming from the vehicles, due to the extinguishing of the fire.

This officer photographed the scene as it was found upon my arrival. I was advised that the vehicles had not been moved. This officer photographed the

THIS OFFENSE IS DECLARED:

Unfounded ☐
Cleared by Arrest ☐
Optionally Cleared ☐
Inactive (Not Cleared) ☐
Ref. Other Agency ☐

SIGNED

Paul Jacobs

Investigating Officer

Date

1-8-97

SIGNED

Supervisor

Date

EA12-005- Chrysler -006970

This form is used by the officer assigned to a case to report any additional information gained through investigation.

entire scene and the victim. She was found to be laying just outside the rear passenger door of the Jeep Wagoneer.

In speaking with the first responding officer, Paul Novotny, he stated that upon his arrival, he believed the victim was still in the Jeep, after numerous attempts to retrieve the victim had failed by the parties involved in the accident. Novotny stated that upon the arrival of the Fire Department, the victim may have been knocked out of the vehicle by the Fire Department trying to extinguish the flames.

Initially the victim, along with her surviving sister, had been strapped into their car seats, along with seat belts. Once these restraints had burned away, the victim would have been free to fall clear.

I spoke with the first witness, [REDACTED], the driver of the southern-most vehicle. She stated to this officer that she had been south bound on County Road 15 when the railroad crossing arm started to go down. She was aware that this road was extremely slippery. At this point, she started to slow down and brake. At that time, her vehicle started to slide. She was in fear of sliding up to the railroad crossing, so she edged the vehicle towards the shoulder of the road. She did this so she would have the opportunity to drive into the ditch, rather than to strike the oncoming train. She stated that her vehicle stopped quite short of the crossing arm. She was off on the shoulder of the road.

At this time, the second vehicle, driven by [REDACTED], struck the rear portion and quarter panel of the [REDACTED] vehicle. There was only slight damage to the vehicle.

[REDACTED] further stated that they briefly exchanged information and prepared to leave the scene. She stated that [REDACTED] backed her vehicle up slightly onto the roadway in order to leave. She then stopped and exited her vehicle again. She asked [REDACTED] whether or not she was going to need any help getting her vehicle out of the ditch.

She stated that while this exchange was taking place, the third vehicle, driven by [REDACTED], began to slide and struck [REDACTED] vehicle. Immediately, upon impact, there was what they described as an explosion. This would have been the gasoline igniting.

At this point, all three individuals tried desperately to rescue the two infants located in [REDACTED] vehicle. They were able to get one daughter, [REDACTED], out of the vehicle. By this time, the vehicle was fully engulfed in flames and they were unable to release the restraints on the second car seat, which would have enabled them to rescue [REDACTED]. At this point, they had to abandon all attempts to rescue her, as all three individuals were being burned and injured by the consuming flames.

At this time, [REDACTED] stated that she then attempted to run for help, and try to get to a telephone. For a detailed account of what occurred, see [REDACTED] statement.

Chief Deputy Jeff Lindberg had notified Dare's Funeral Home to respond to the location for the removal of the victim and transportation down to the Ramsey County Medical Examiner's Office. Upon the arrival of Robert Dare, this was done. He removed the victim. She was then transported down the Ramsey County Medical Examiner's Office. Subsequently, this officer contacted their office and also faxed them a copy of the information regarding the accident.

This officer spoke with their Investigator, Marty Shanklin. Chief Deputy Jeff Lindberg and other assisting Deputies then proceeded to document the scene.

This officer then responded to Monticello Hospital. I spoke with the husband of [REDACTED], [REDACTED], dob [REDACTED], phone [REDACTED]. This officer was able to get victim information from him in regards to his deceased daughter. It should be noted that the mother, [REDACTED], was in a state of shock and was unable to speak with this officer at this time.

This officer advised [REDACTED] as to the procedures of the Sheriff's Department and I gave him a letter of condolence from this department, along with my business card. I advised him that I would contact them at a later date to take care of any further information that may be needed.

This officer then spoke with the driver of the striking vehicle, [REDACTED]. I also took a brief statement from her. She also stated that she was south bound on County Road 15. At that time, she observed the vehicles near the crossing. She stated that initially, she was not aware that the vehicles were stopped at that location. When she noticed that they were, in fact, stopped, she attempted to brake and was unsuccessful. Her vehicle slid into the back of the [REDACTED] vehicle.

She stated that her airbag deployed on impact, even though it was not a hard impact. Immediately upon the airbag deflating, she noticed that the vehicles were engulfed in flames. She immediately exited her vehicle and attempted to assist in extricating the two children out of the Jeep. For complete details, see her statement.

It should be noted that in observing the area the vehicles impacted, it appeared as if the [REDACTED] vehicle slid under the back of the [REDACTED] vehicle. Photos taken at the scene will depict the damage that was incurred by the collision.

At this point, this investigation will remain open and under investigation.

End of report.

Inv. Paul Jacobs, 3512
Sherburne county Sheriff's Department
Elk River, MN 55330-4609

010897\klt

HERBURN COUNTY SHERIFF DEP.
FOLLOW UP/CONTINUATION REPORT

97000361

CASE NO. _____

Fatal Motor Vehicle Accident

TYPE OF OFFENSE _____

COMPLAINANT _____

ADDRESS _____

Jacobs, writer: ADDITIONAL DETAILS OF OFFENSE, PROGRESS OF INVESTIGATIONS, ETC.

On 010797 at approximately 1330 hours, this officer returned to the scene of the accident located on Cty. Rd. 15. At that location, this officer retrieved a 5-gallon plastic gas can that this officer had observed earlier at the scene.

This gas can was lying approximately 50-75 feet away from the scene in the ditch. I was unable to retrieve it earlier due to investigative priorities, however, upon retrieving this gas can, it appeared that it had rolled to that location, bouncing to where it ended up. It appears that it may have fallen off a vehicle crossing the railroad tracks. The can was somewhat broken up and there is no reason to suspect that there is any connection between this gas can and the accident that had occurred there.

This officer then went to Jerry's Auto Salvage where Peterson's Amoco has a storage yard for their vehicles in which they tow in. At that location, I again examined the vehicles and photographed the vehicles further. The Jeep was photographed first by this officer. The under portion was the area photographed and the area of the gas tank. This officer observed a large puncture in the driver's side rear of the gas tank. This was photographed by this officer from numerous angles and documented.

In looking at the striking vehicle, the 1994 Geo Prism, it appears that the majority of the damage was to the passenger side front. It appeared as though it had struck the Jeep at somewhat of an angled direction. In noting any part of the front of that vehicle that may have punctured the gas tank of the Jeep, it appeared that a possibility would be the mounting post for the front bumper. This is merely speculative and was photographed for further examination.

It should be noted that Peterson's was also notified that both these vehicles will be held indefinitely for investigative purposes and should not be released unless authorized by this department. End of report.

Investigator Paul Jacobs, 3512
SCSO, Elk River, MN 55330-4609
010797/lm

THIS OFFENSE IS DECLARED:

- ☐ Unfounded
- ☐ Cleared by Arrest
- ☐ Exceptionally Cleared
- ☐ Inactive (Not Cleared)
- ☐ Ref. Other Agency

SIGNED _____

Investigating Officer

Date 1-9-97

SIGNED _____

Supervisor

EA12-005-Chrysler-006974

✓
SHERBURNE COUNTY SHERIFF DEPT.
FOLLOW UP/CONTINUATION REPORT

97000361
CASE NO. _____

DEATH INVESTIGATION/FATAL MOTOR VEHICLE ACCIDENT

TYPE OF OFFENSE _____

COMPLAINANT _____

ADDRESS _____

ADDITIONAL DETAILS OF OFFENSE, PROGRESS OF INVESTIGATIONS, ETC.

Jacobs, writer:

On 010997, at approximately 0930 hrs., this officer spoke with Investigator Denise DeMars of the State Fire Marshall's Office in regards to the motor vehicle accident that resulted in a fire fatality, the victim being [REDACTED], dob [REDACTED].

This officer discussed the matter with Denise, and she advised this officer that the State Fire Marshall's Office is very satisfied with the reports, and the investigation, done by the Sheriff's Dept. She will be putting these reports in their file, and that there will be no further investigation by their department.

She indicated that in reviewing our officer's reports, the gasoline tank did rupture on the Jeep and ignition was quite possibly caused by either electrical sources on the striking vehicle, or possibly from heat off of the manifold from the engine. She will be doing no further investigation into this matter, and any further investigation into the exact cause of the rupture would be done by private individuals, not the State Fire Marshall's Office.

She did indicate that if any further assistance is requested from the State Fire Marshall's Office, that we should contact her and she will assist in any way needed. End of report.

Investigator Paul Jacobs/3512
Sherburne County Sheriff's Dept.
Elk River, MN 55330-4609

010996/tc

THIS OFFENSE IS DECLARED:

- ☐ Unfounded
- ☐ Cited by Arrest
- ☐ Exceptionally Cleared
- ☐ Inactive (Not Cleared)
- ☐ Ref. Other Agency

SIGNED _____

Paul Jacobs

Investigating Officer

Date 1-9-97

SIGNED _____

Supervisor

EA12-005-Chrysler-006975

SUMMARY OF INPUTS RELATED TO 1984 THROUGH 1992 JEEP CHEROKEE/WAGONEER (XJ) VEHICLES

	Name	VIN	Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	
1.		1JCMT754XHT			√			
2.		1J4FJ58S0ML			√			
3.		1JCMT783XJT		√				
4.		1J4FJ58S3NL		√ (2)		√		
5.		1J4FJ28S4ML			√			
6.		1J4FT38L4KL			√			
7.		1JCWB7812GT			√			
8.		1JCMR7833HT			√			
9.		1JCUX7813FT			√			
SUBTOTALS			Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	VOQ Inputs (Name)
			0	2 VINs also was a claim)	7	1	0	0
TOTAL 9 unique inputs			9 unique VINs					

Customer Assistance Inquiry Record (CAIR)#**13142564**

VIN	1J4FJ58S3	NL	Open Date	02/04/2005	Built Date	06/10/1992
Model Year	1992	Body	XJL74	JEEP CHEROKEE		
In Service Dt	05/29/2003	Mileage	2	Dealer Zone	42	DETROIT
Plant	L	TOLEDO ASSEMBLY PLANT I (MAIN-PARKWAY)		Market	U	US
Dealer	26334	SOUTHFIELD CHRYSLER PLYMOUTH JEEP			EAGLE	
Dealer Address	28100 TELEGRAPH ROAD					
Dealer City	SOUTHFIELD			Dealer State	MI	Dealer Zip 48034
Owner					Contact Type	TELEPHONE
Address					Home Phone	
	FRIDLEY MN				Country	UNITED STATES

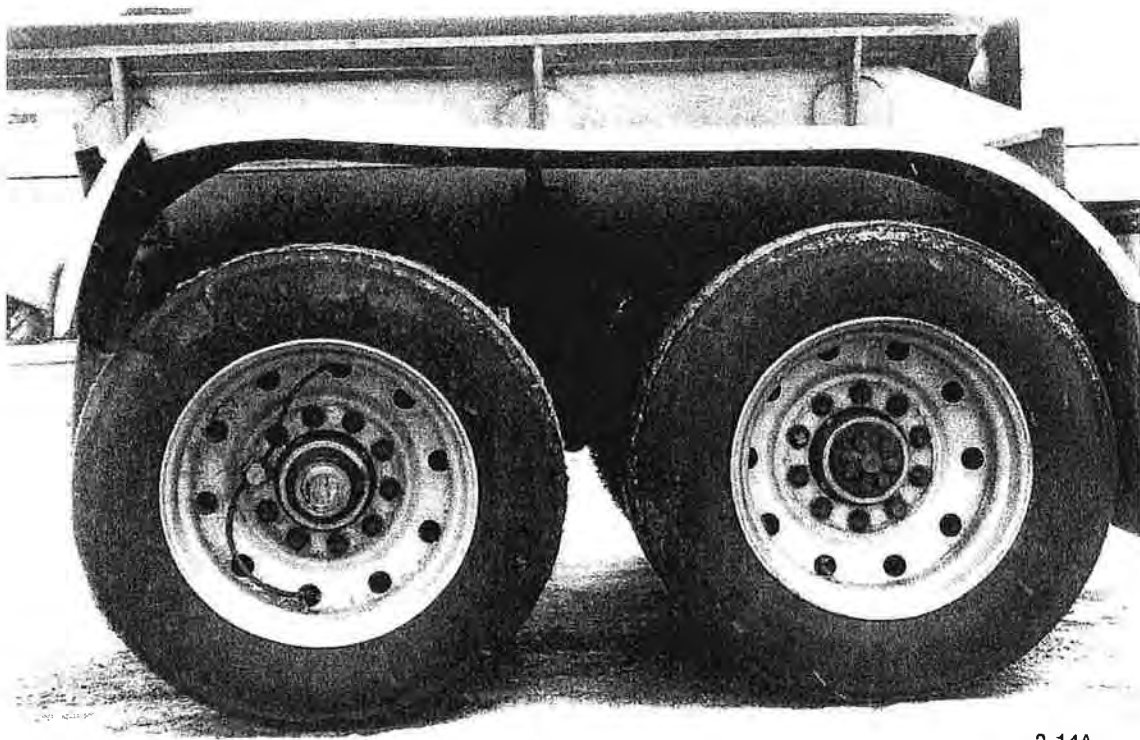
Product - Unknown - Unknown - Fire - Unknown

Owner alleges vehicle bursted into flames.

2/4/05 Claimant states that he was involved in an accident with a 92 Jeep Cherokee when the Jeep burst into flames. Vehicle is located at South East Towing 7401 East Kickman Trail, Inver Grove Heights, MN 55076 (651) 451-9721. Stock number is vehicle plate which is Minnesota. Claimant's attorney must be notified of inspection date. OONTACT CLAIMANT'S ATTORNEY, JOHN R. CRAWFORD AT 952 851-0700. dt
CAIR NUMBER 13142564 REQUEST EAA INSPECTION 02-04-2005 11:47
CAIR NUMBER 13142564 E-MAIL SENT TO EAA 02-04-2005 11:48
2/4/05 Assigned to rah21. dt

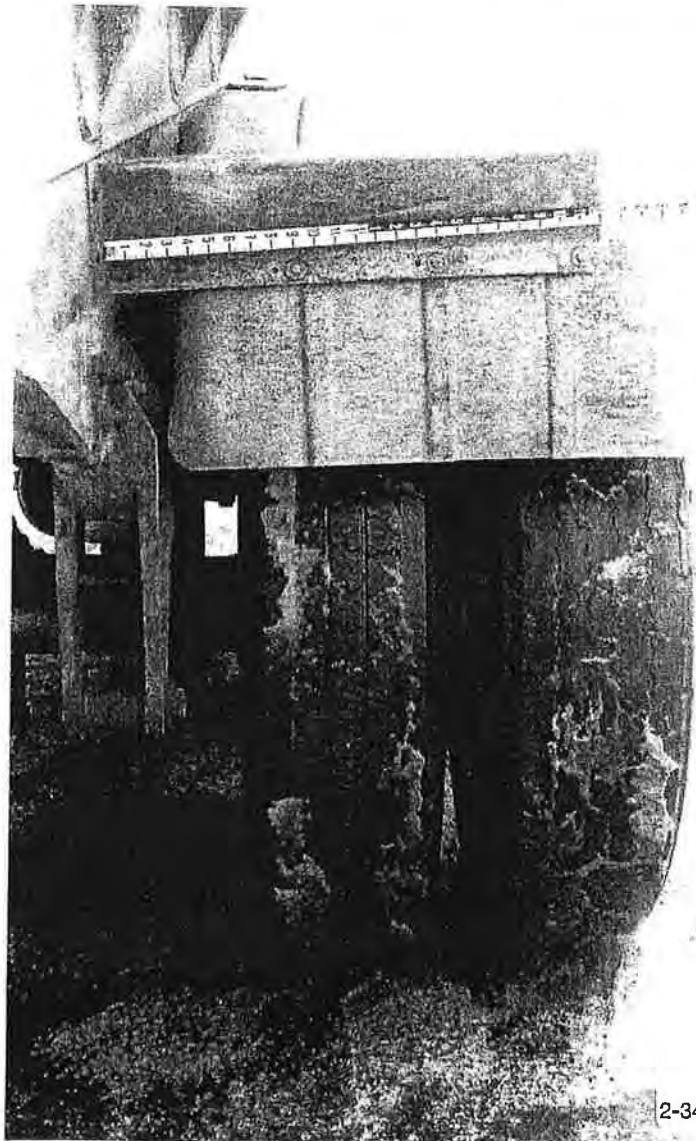
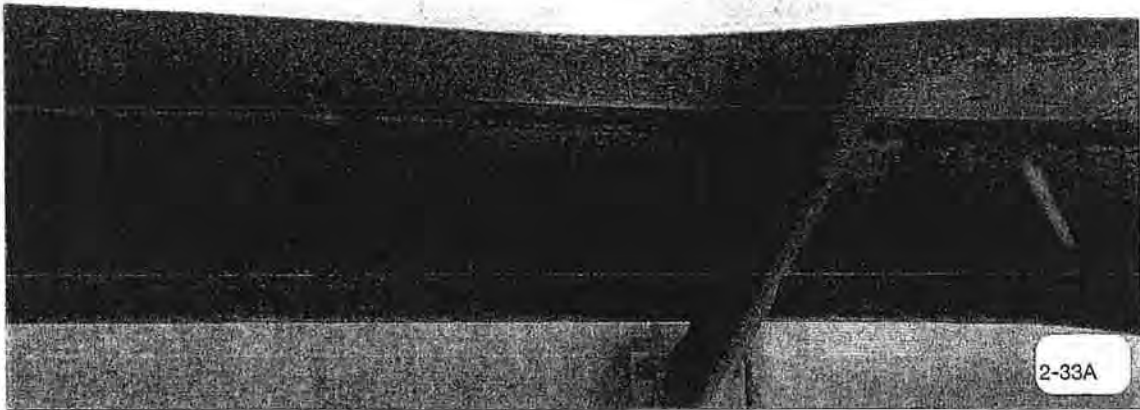


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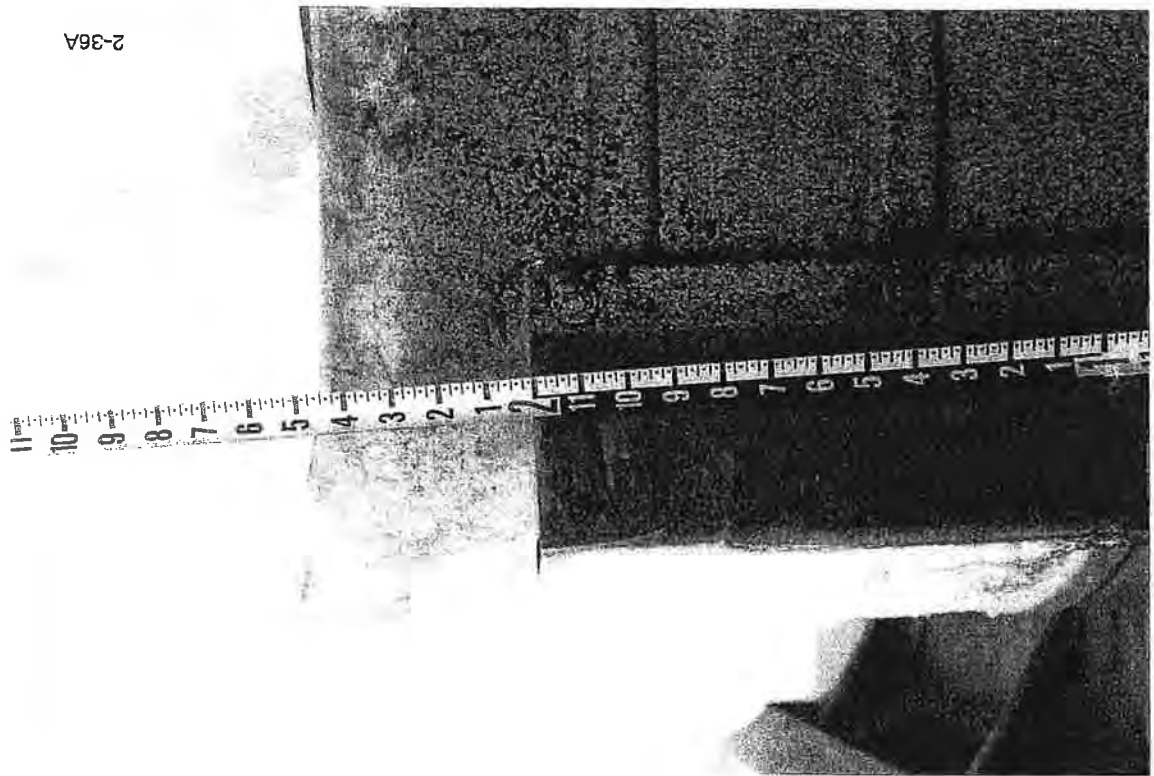


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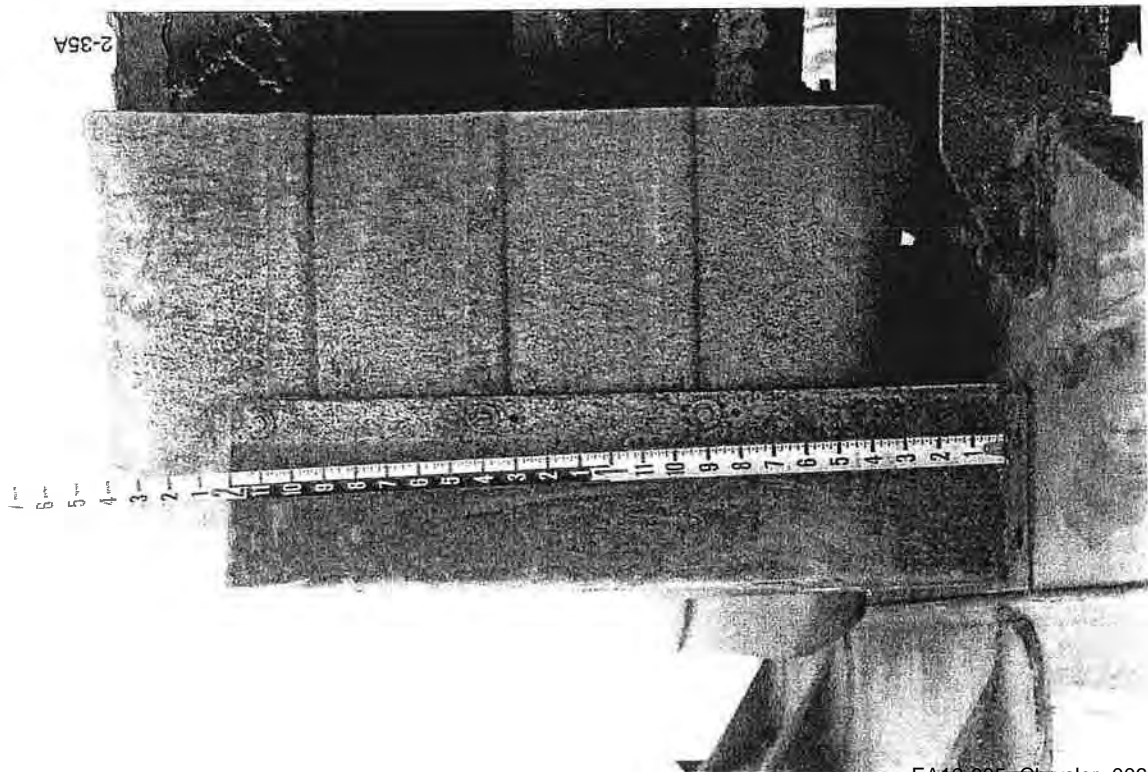




EA12-005- Chrysler -006331

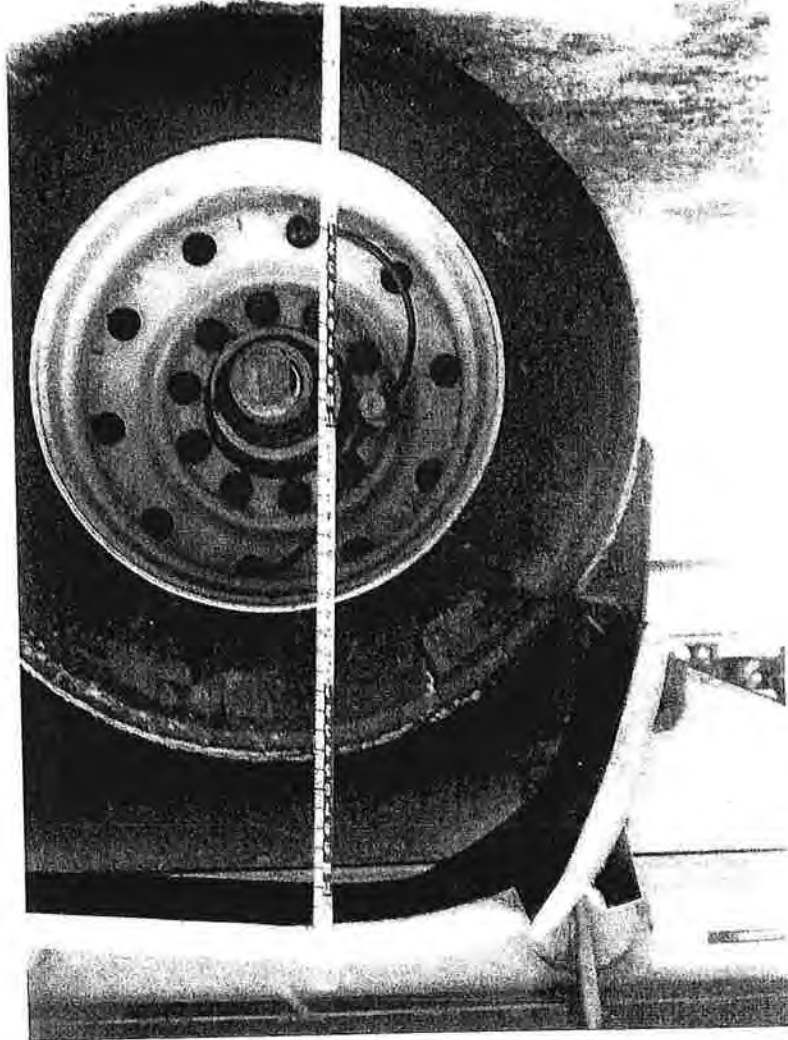


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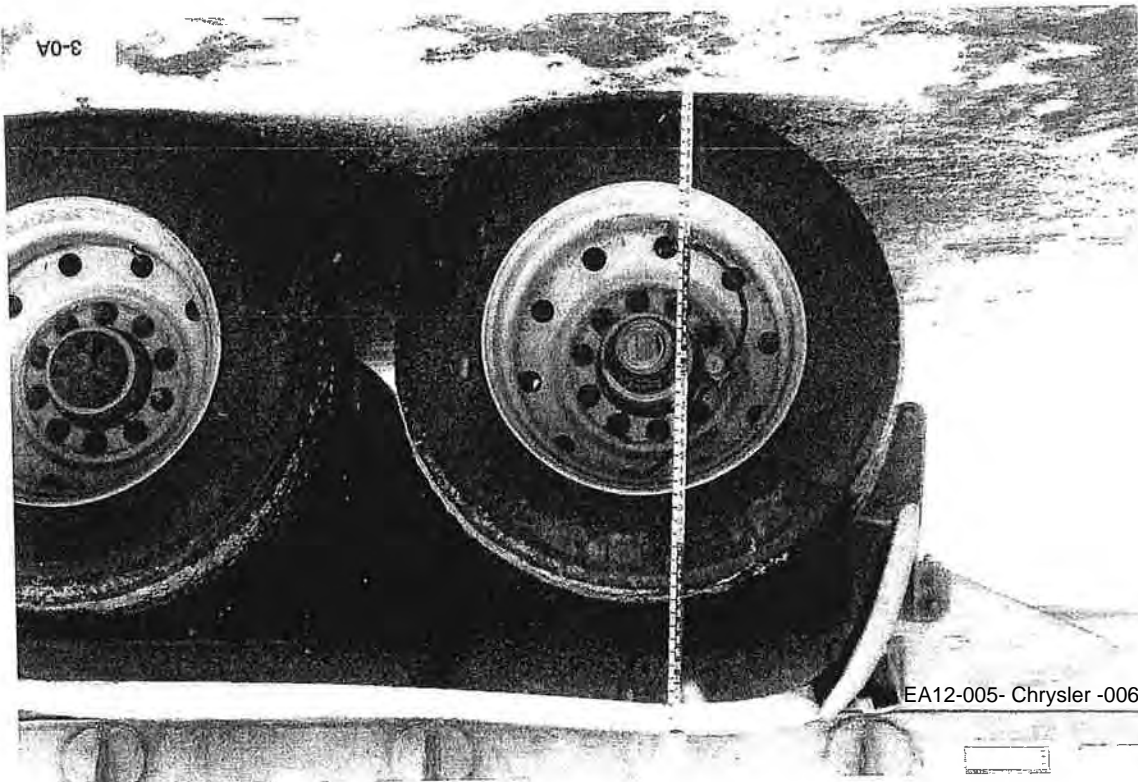


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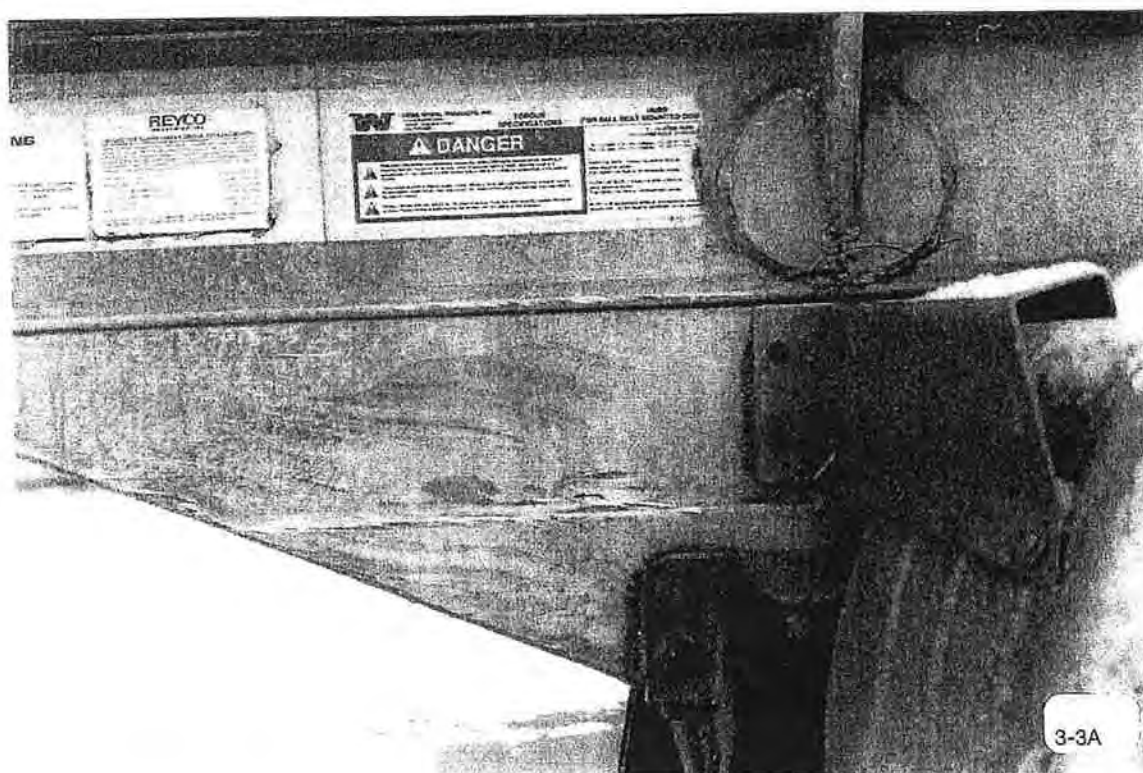
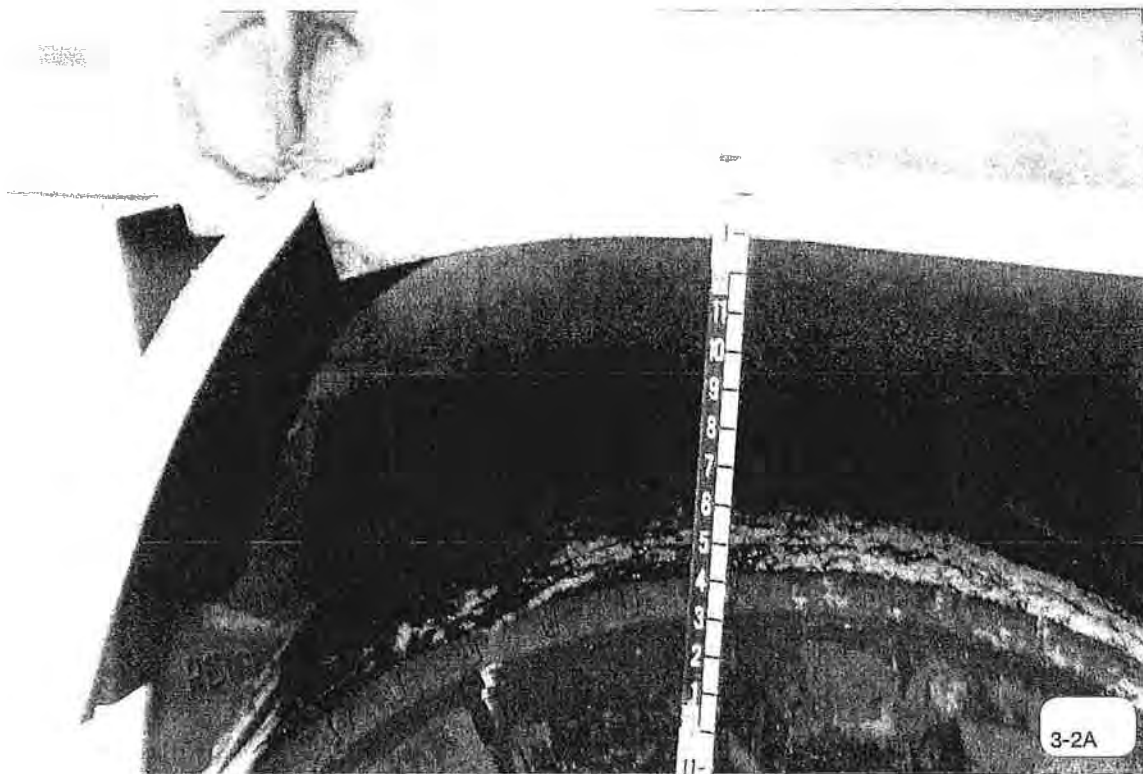
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3-0A



EA12-005- Chrysler -006333







5-19



5-20



5-21



5-22



5-23



5-24



5-25



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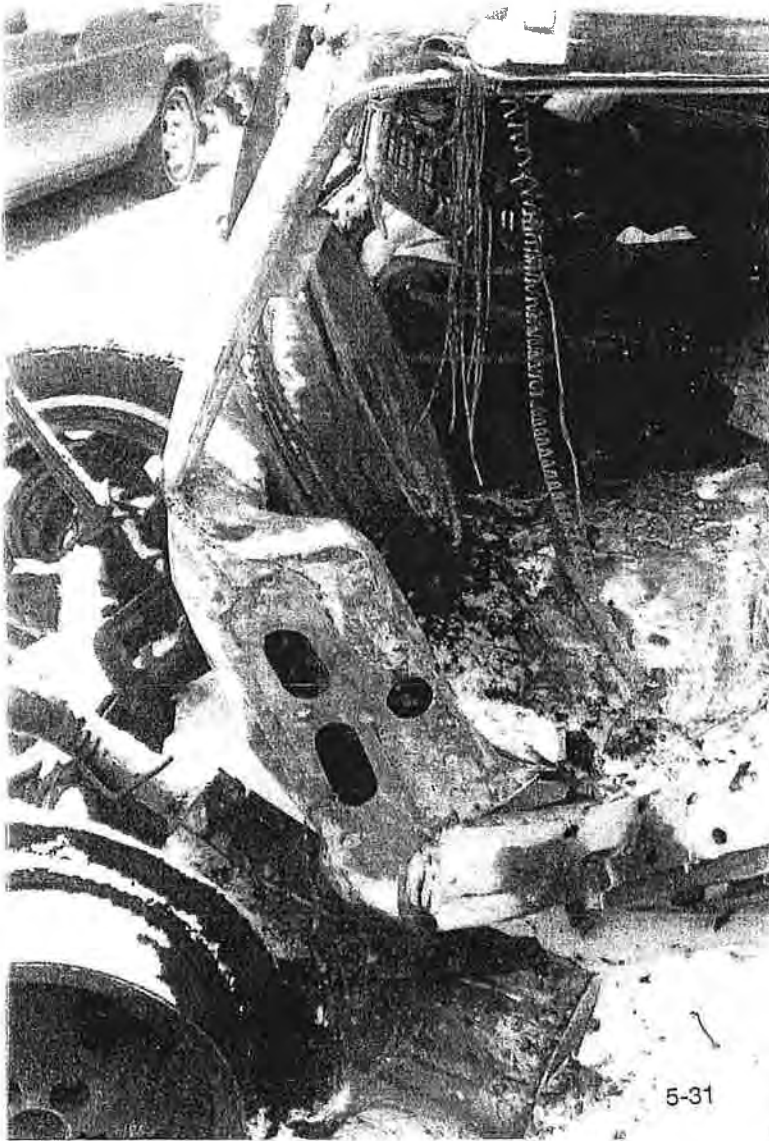




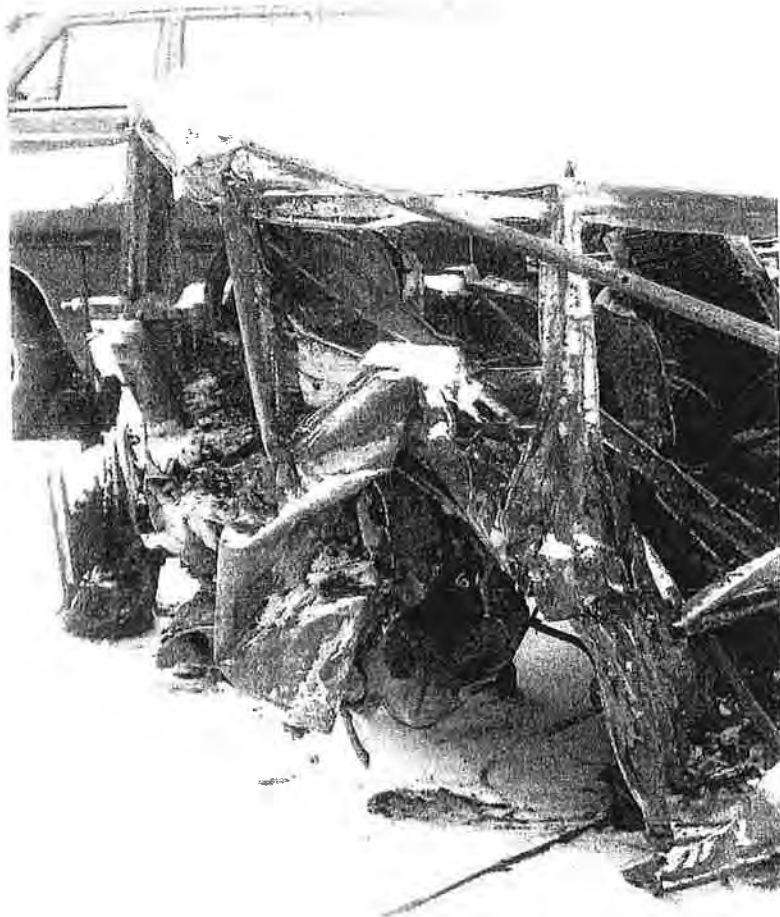
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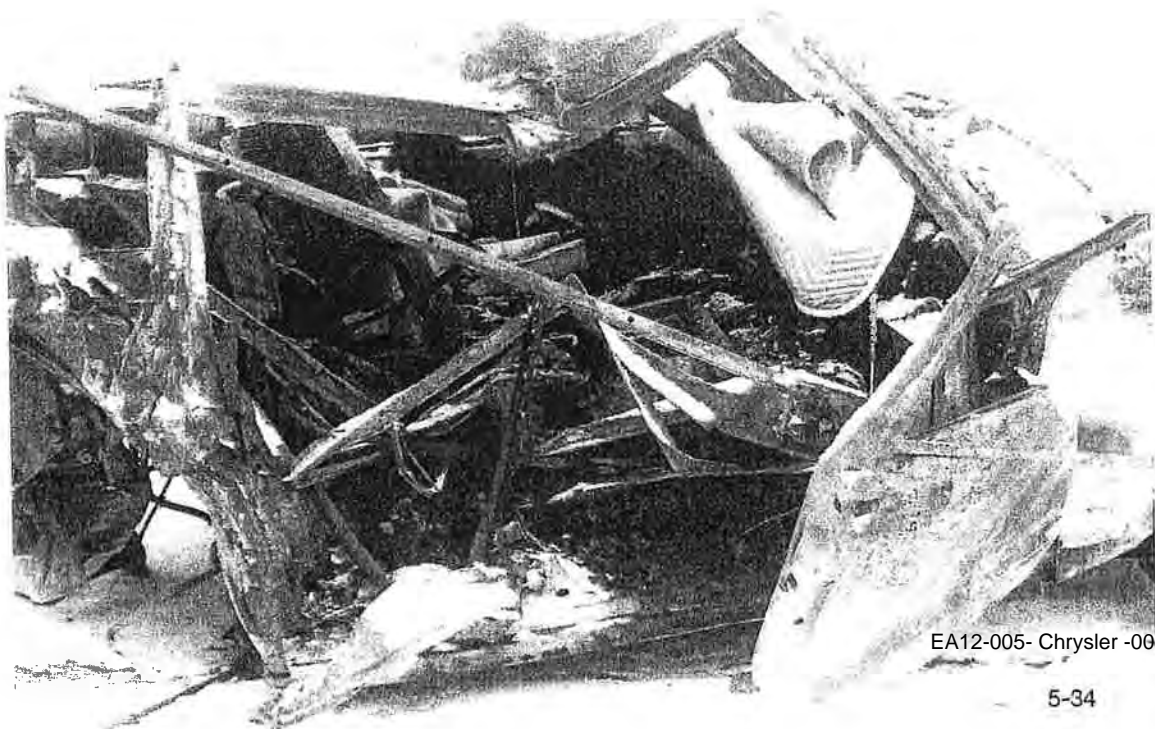
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EA12-005- Chrysler -006342



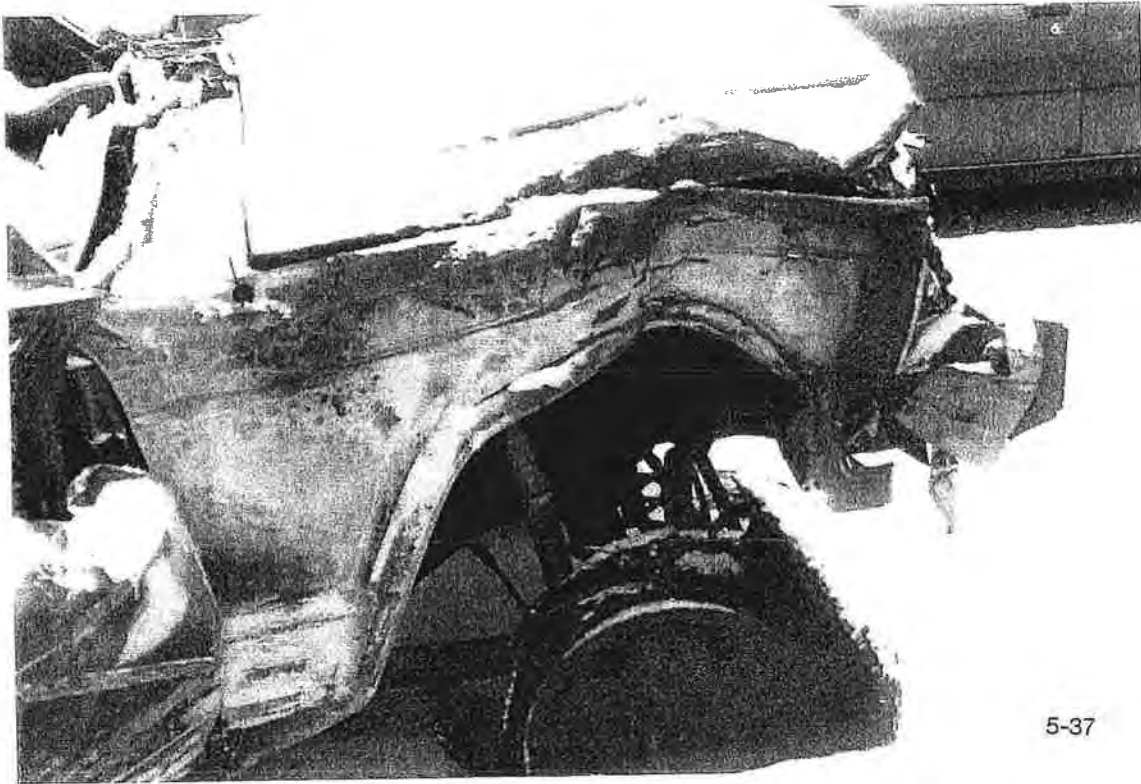
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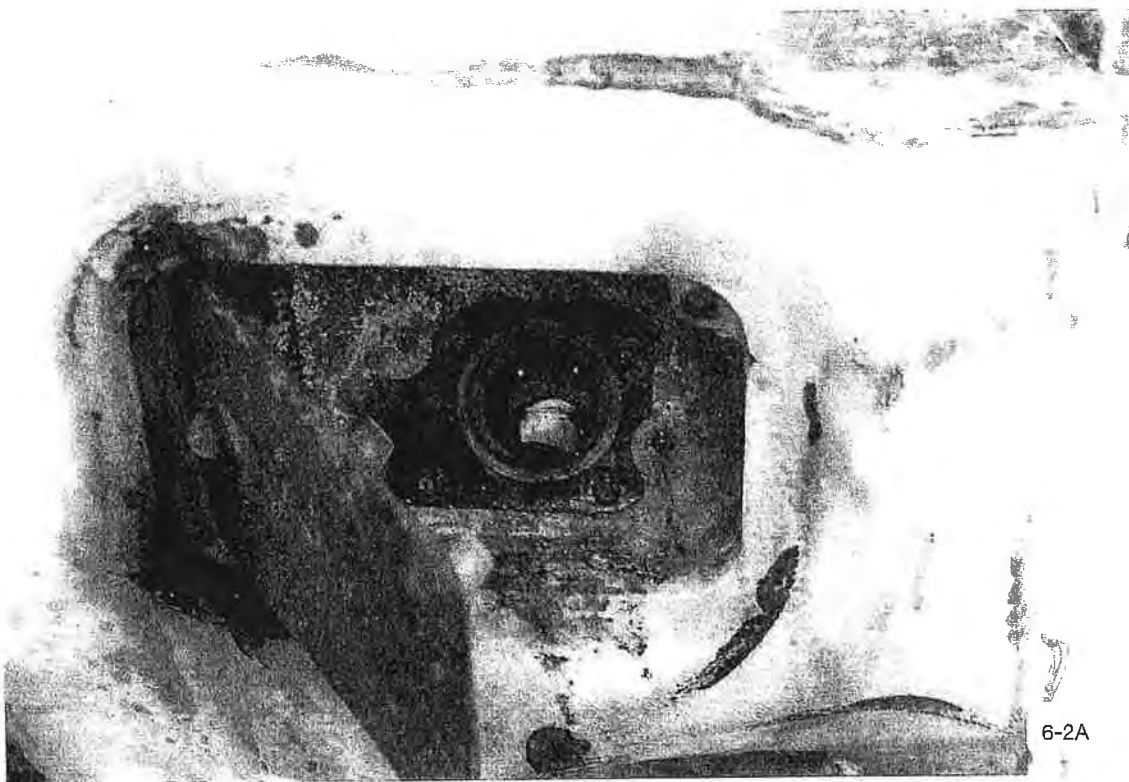
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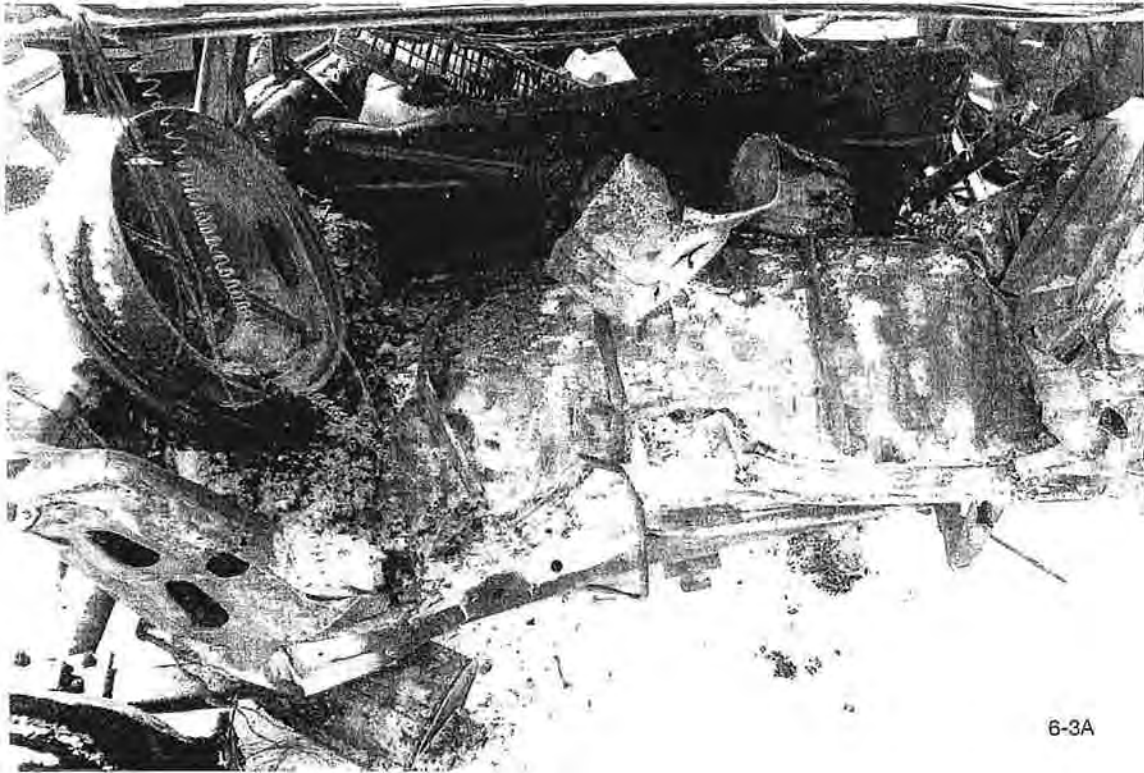
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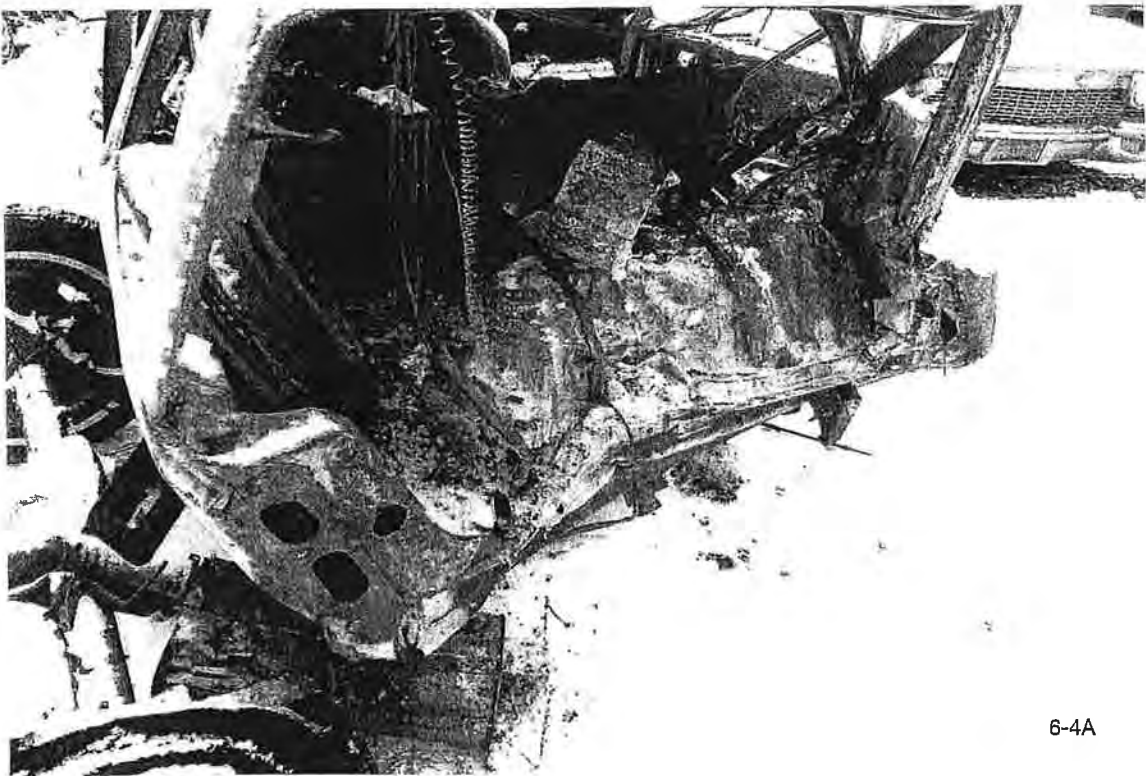


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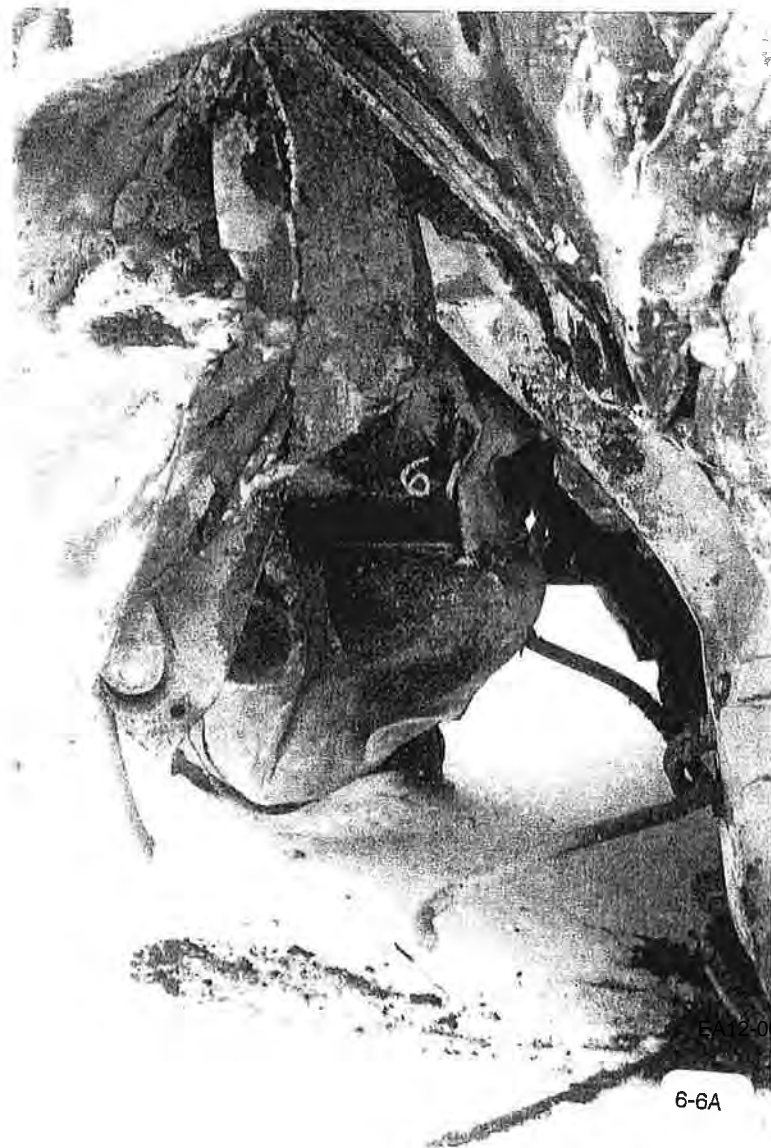




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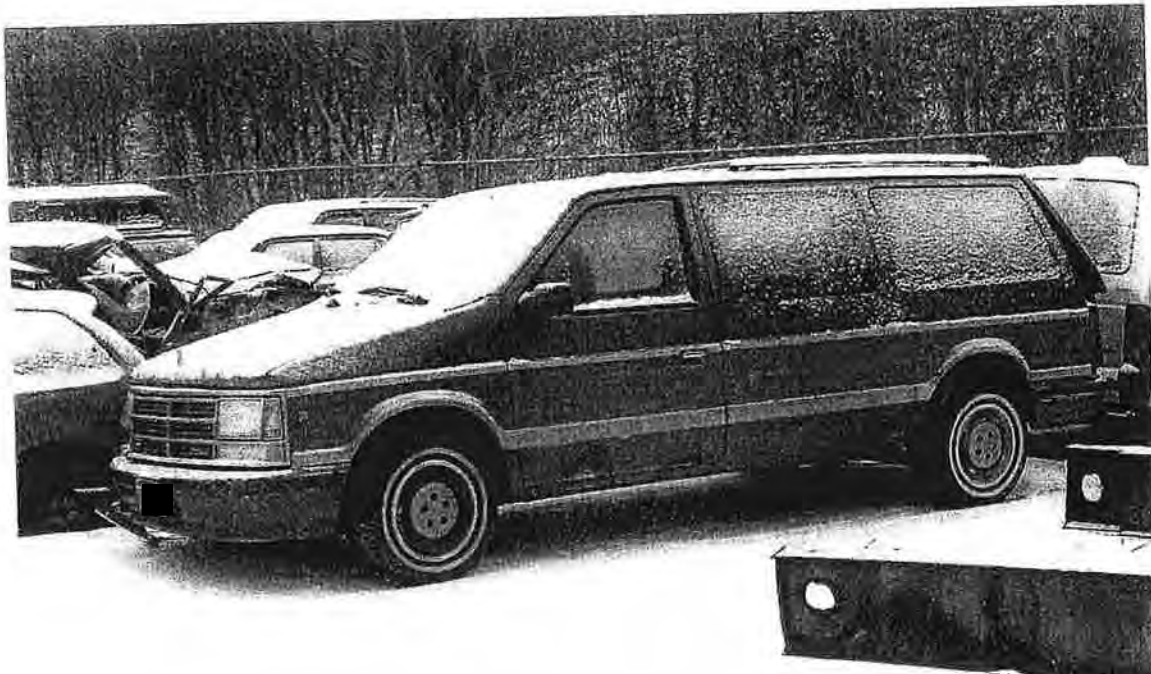


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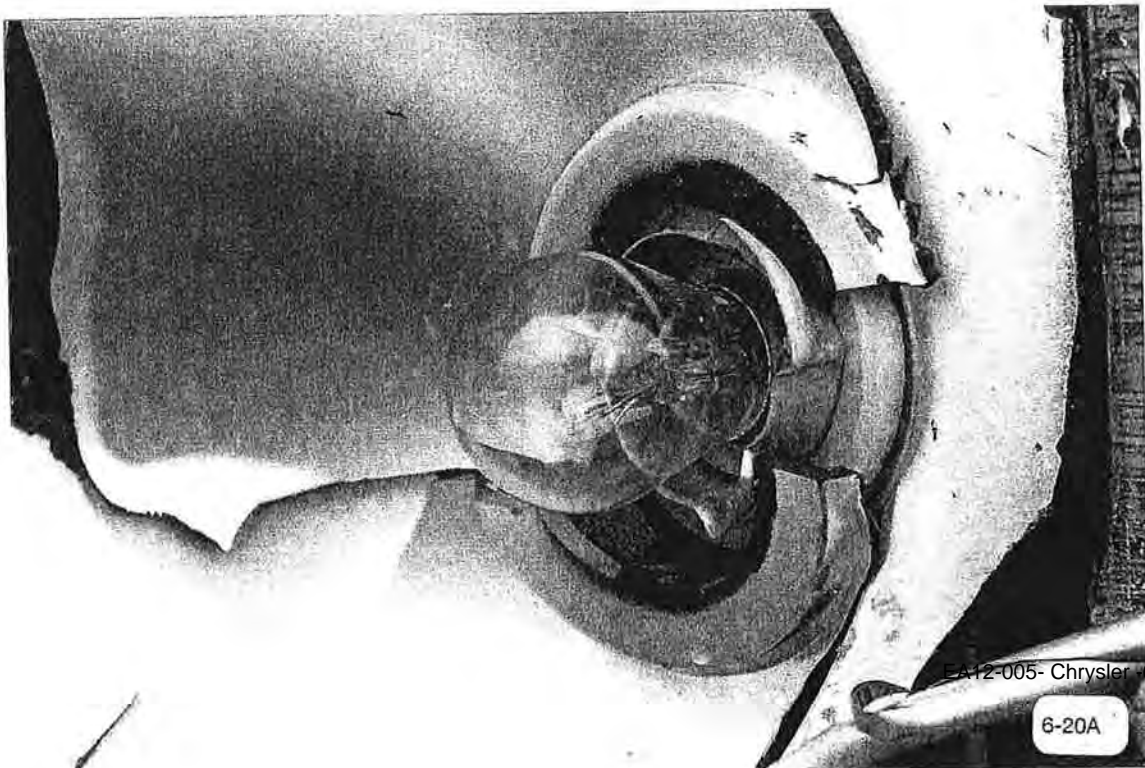
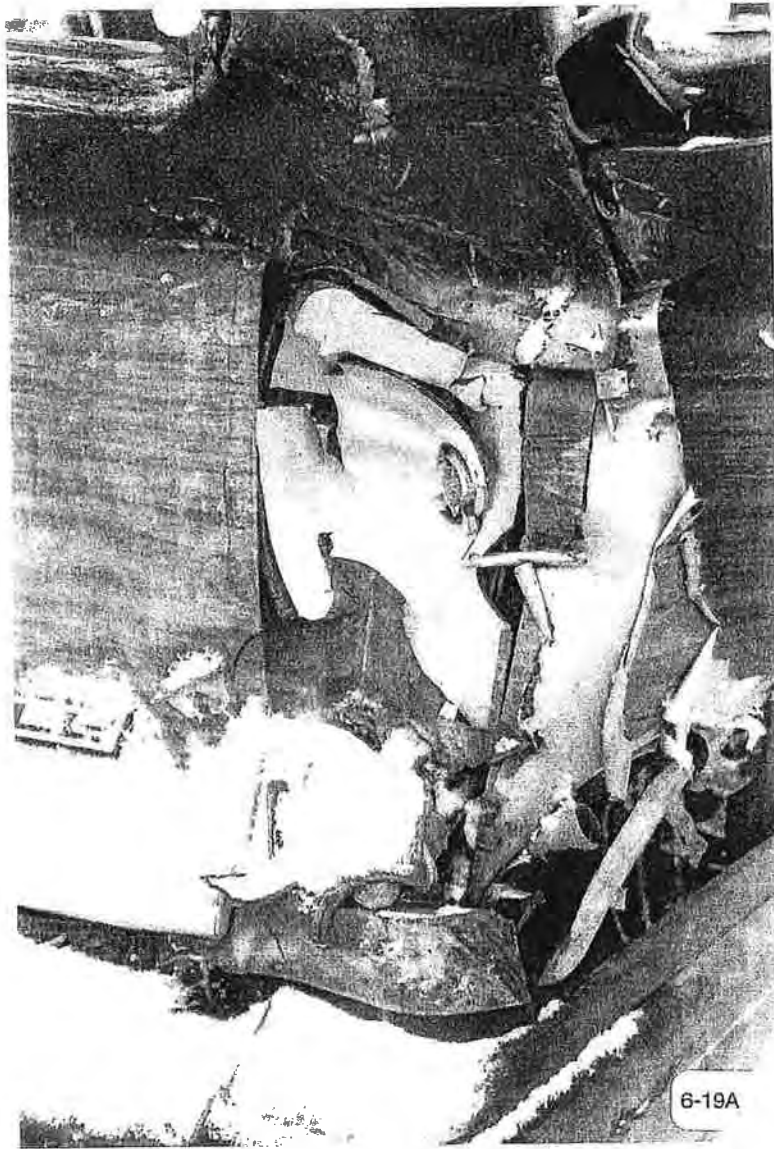


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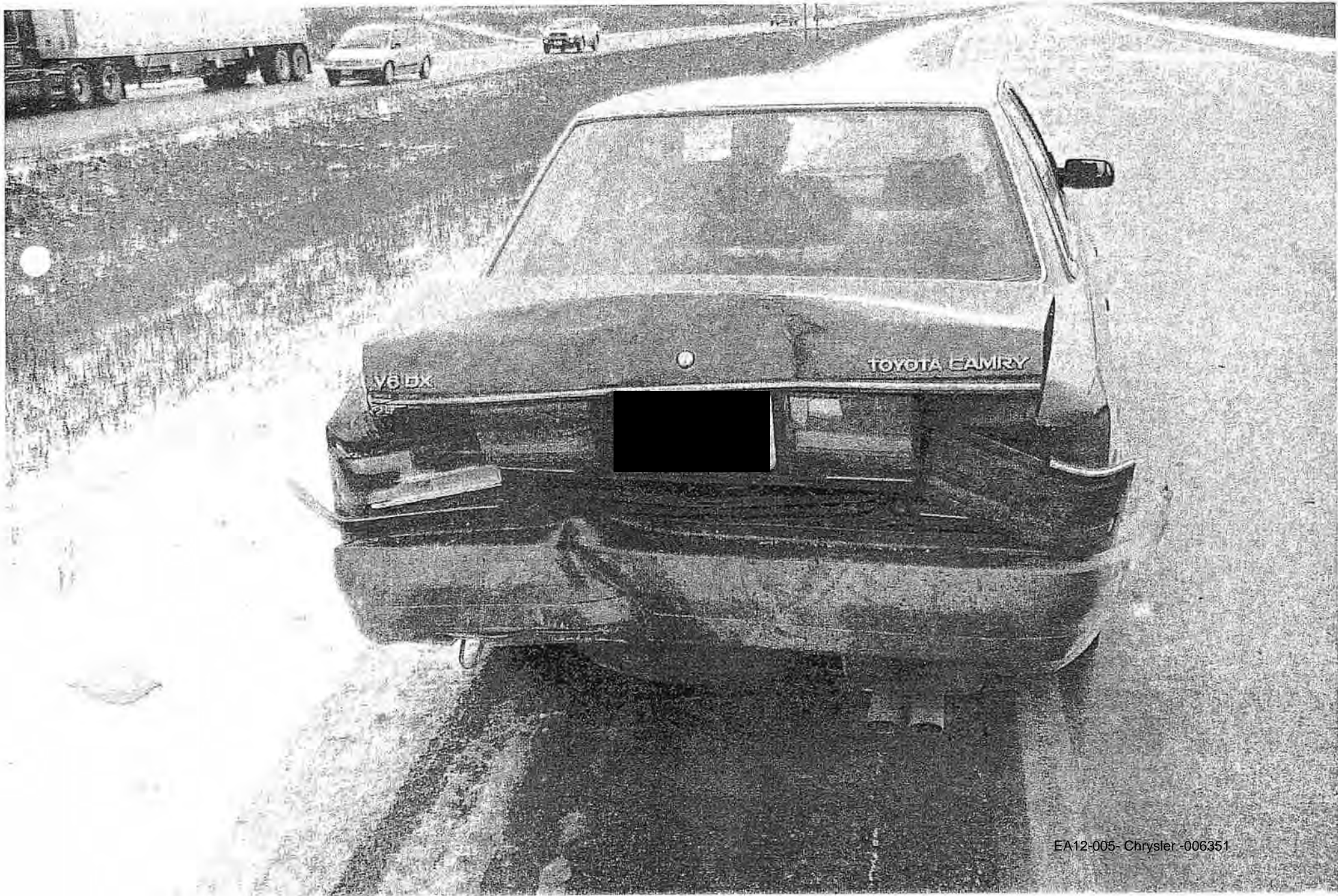


EA12-005-Chrysler-006349

6-8A



EA42-005- Chrysler 006350



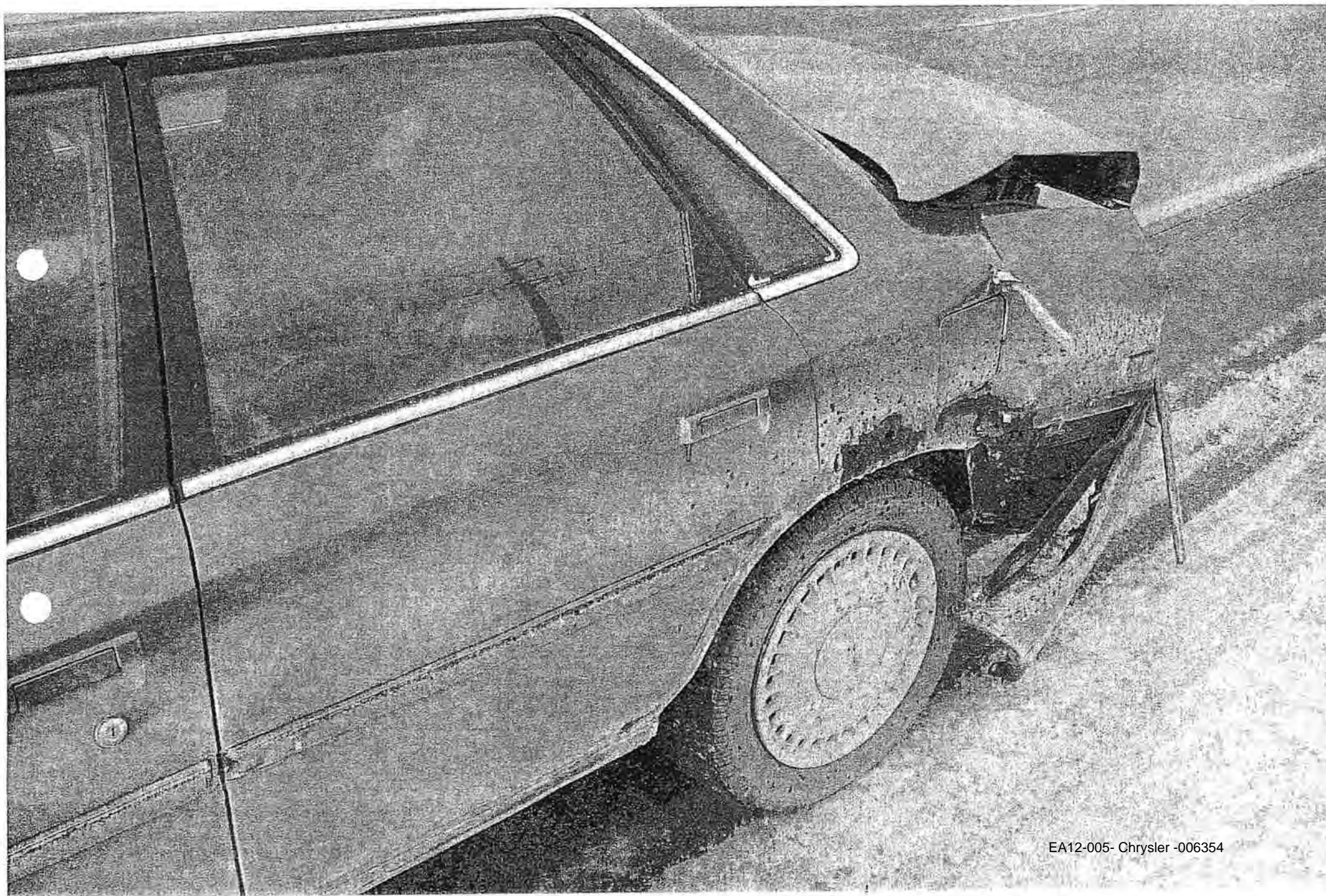
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EA12-005- Chrysler -006352



EA12-005 Chrysler 006353



EA12-005- Chrysler -006354



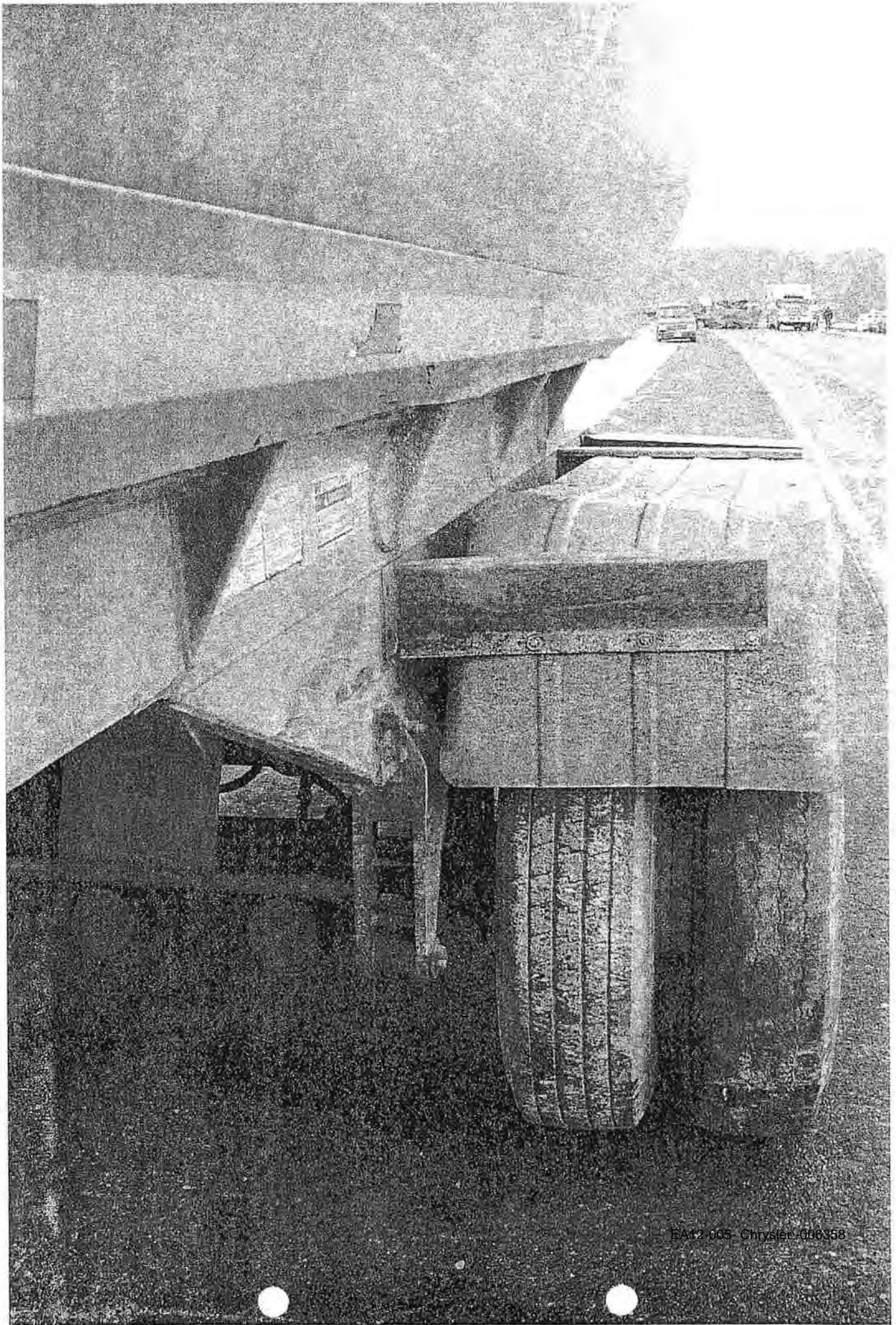
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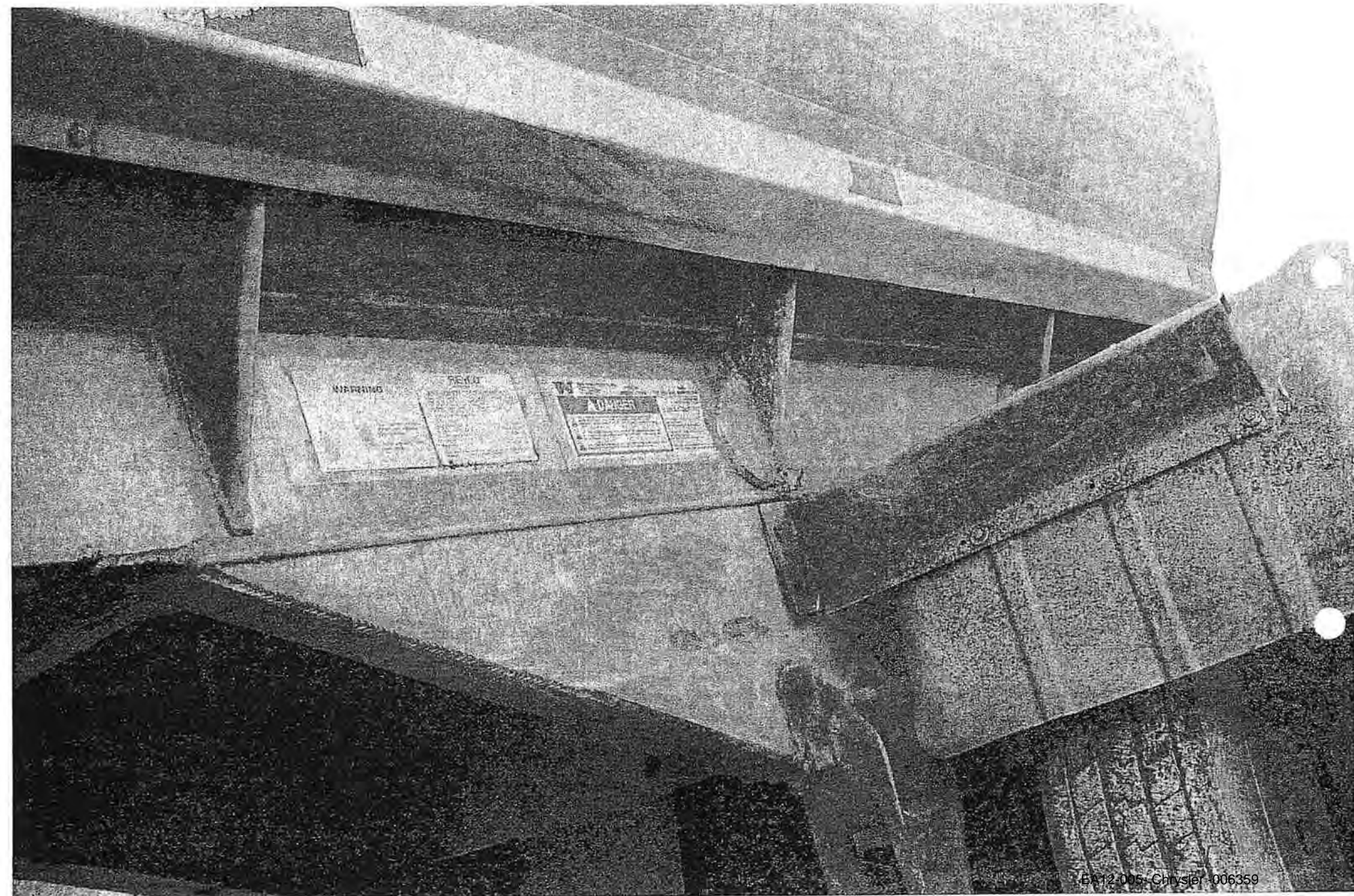
EA12-005- Chrysler -006356



EA12-005-Chrysler-006357



EA12-005-Chrysler-006358



BA12-005-Chrysler-006359

WARNING

REXCO

W **Δ DANGER**

FOR BSAI GAS MOUNTING ONLY

SAFETY PRECAUTIONS

1. Do not use this product in areas where it may be exposed to fire or high temperatures.

2. Do not use this product in areas where it may be exposed to moisture or water.

3. Do not use this product in areas where it may be exposed to corrosive materials.

4. Do not use this product in areas where it may be exposed to mechanical stress or vibration.

5. Do not use this product in areas where it may be exposed to electrical shock.

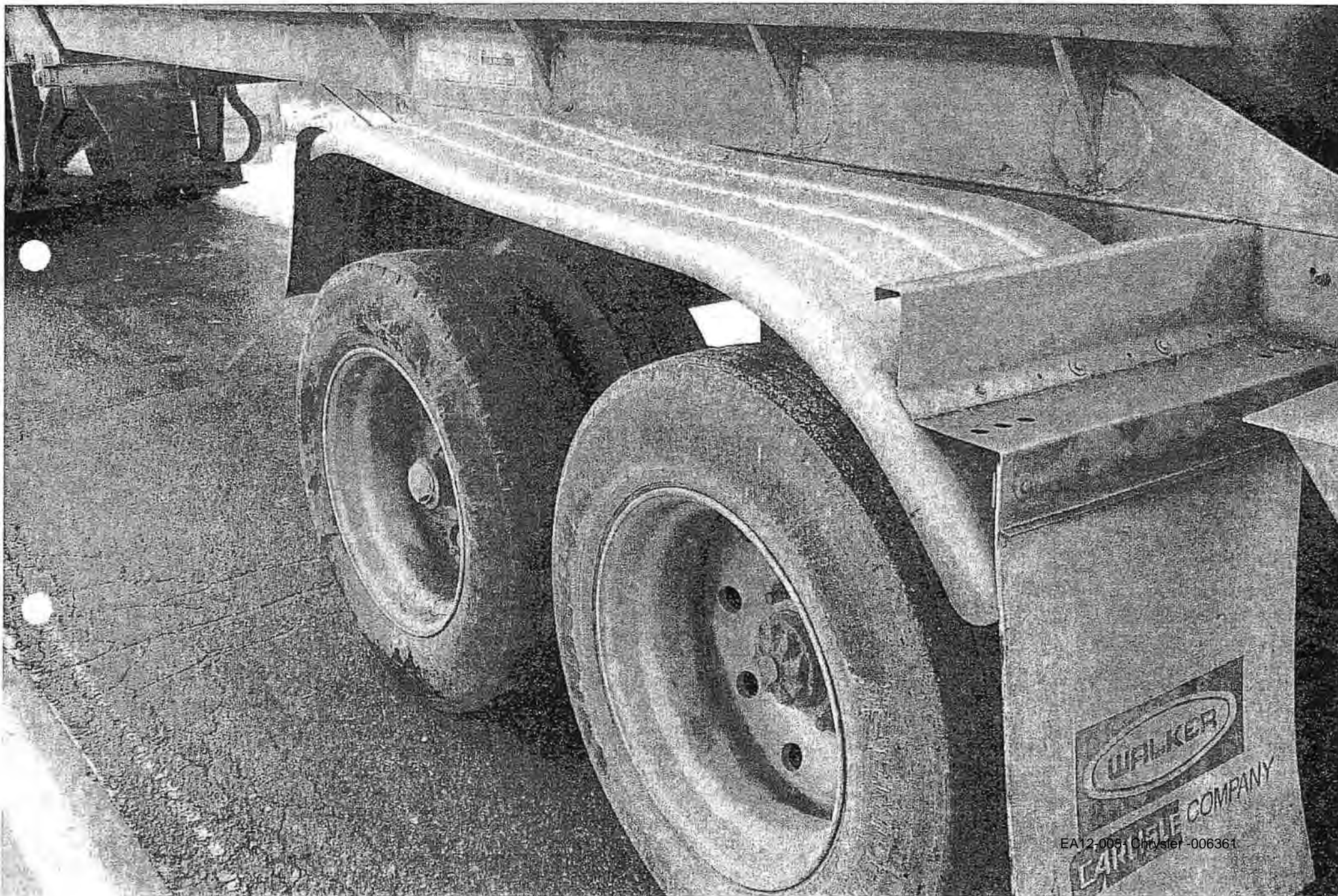
6. Do not use this product in areas where it may be exposed to other hazards.

7. Follow all instructions and warnings on the product label.

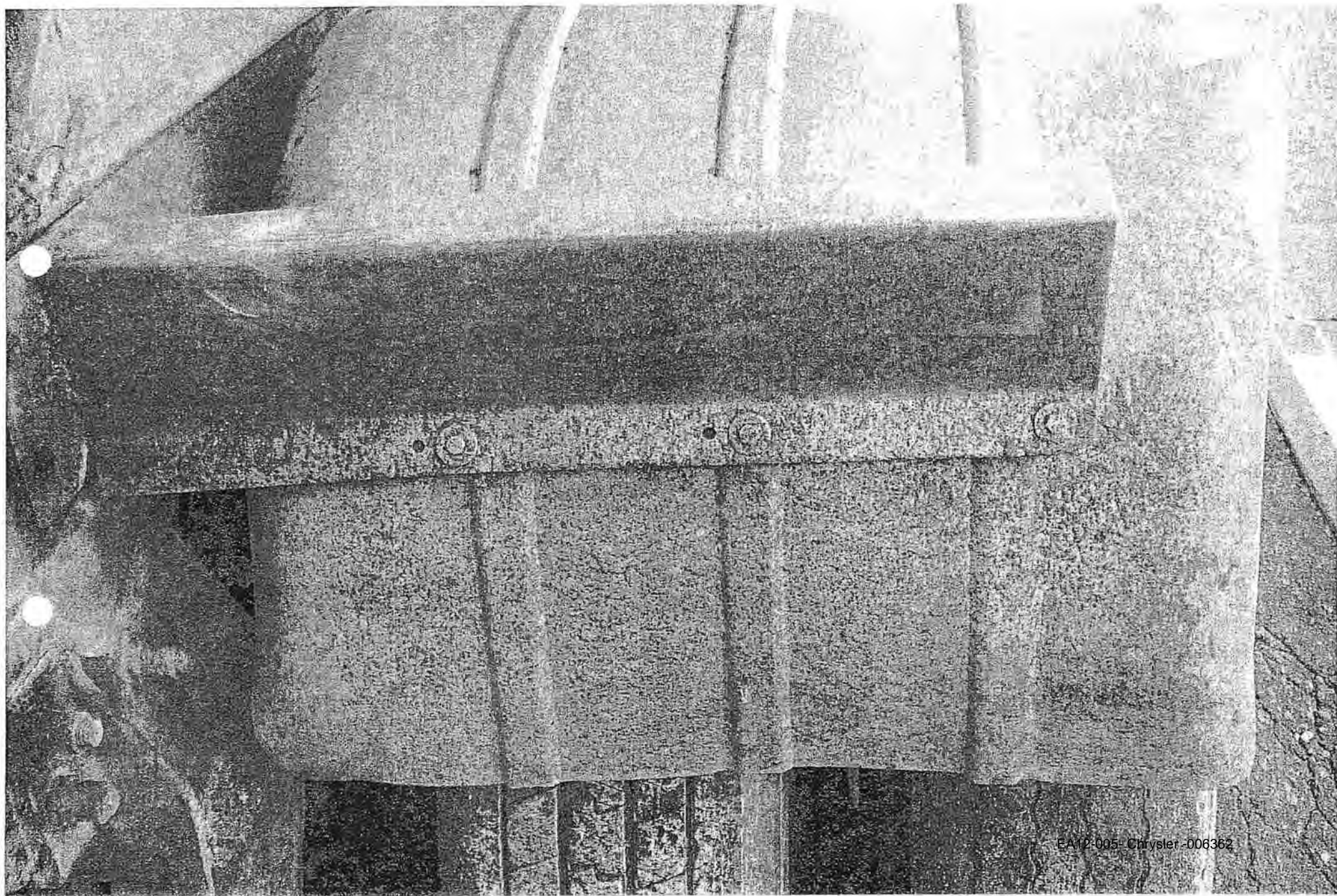
8. Use proper installation techniques.

9. Do not tamper with the product.

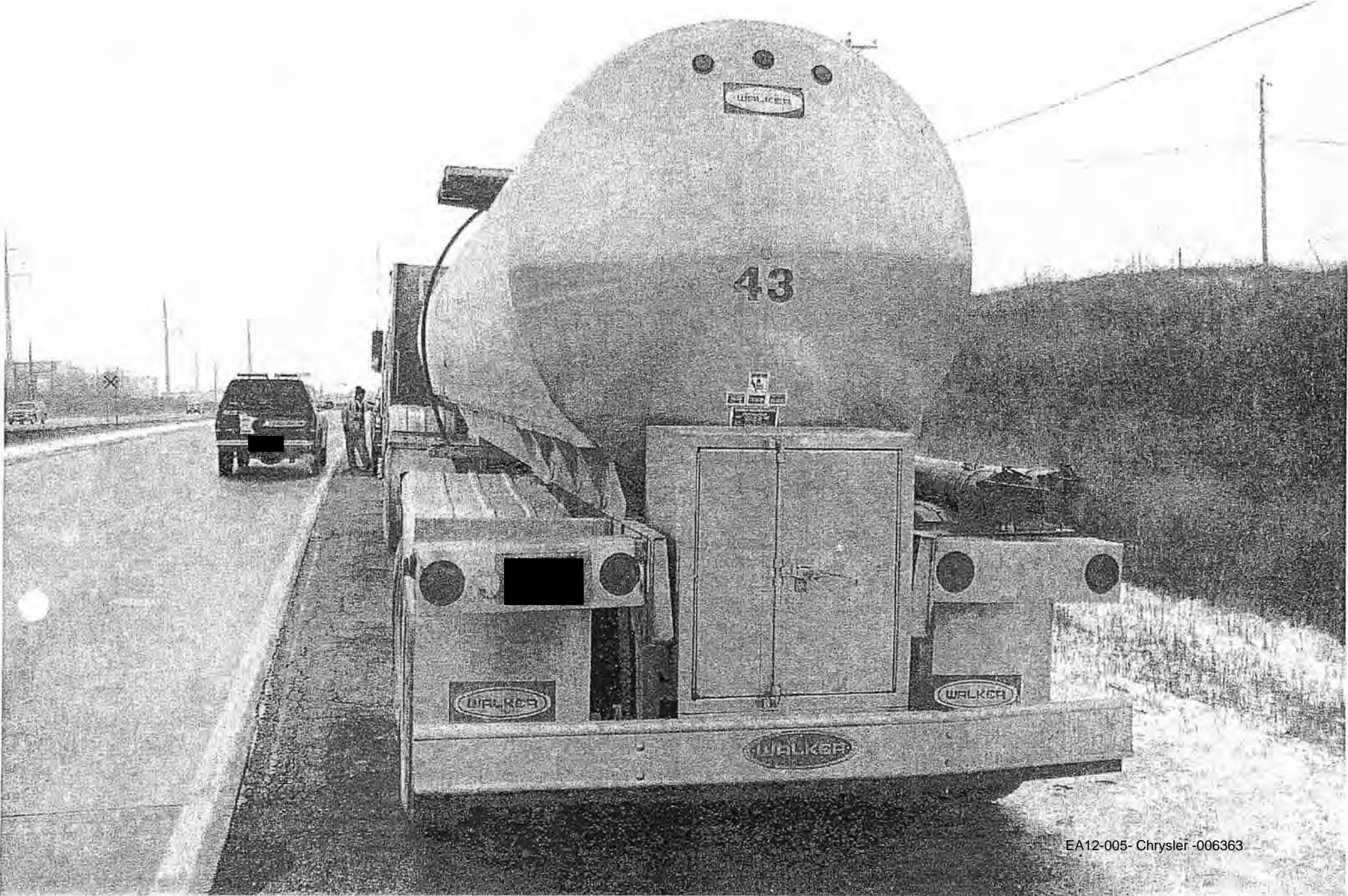
10. Do not use the product if it is damaged or defective.



EA12-005 Chrysler 006361



EA-12-005- Chrysler -006362





EA12-005-Chrysler-006384



EA12-005-Chrysler-006365

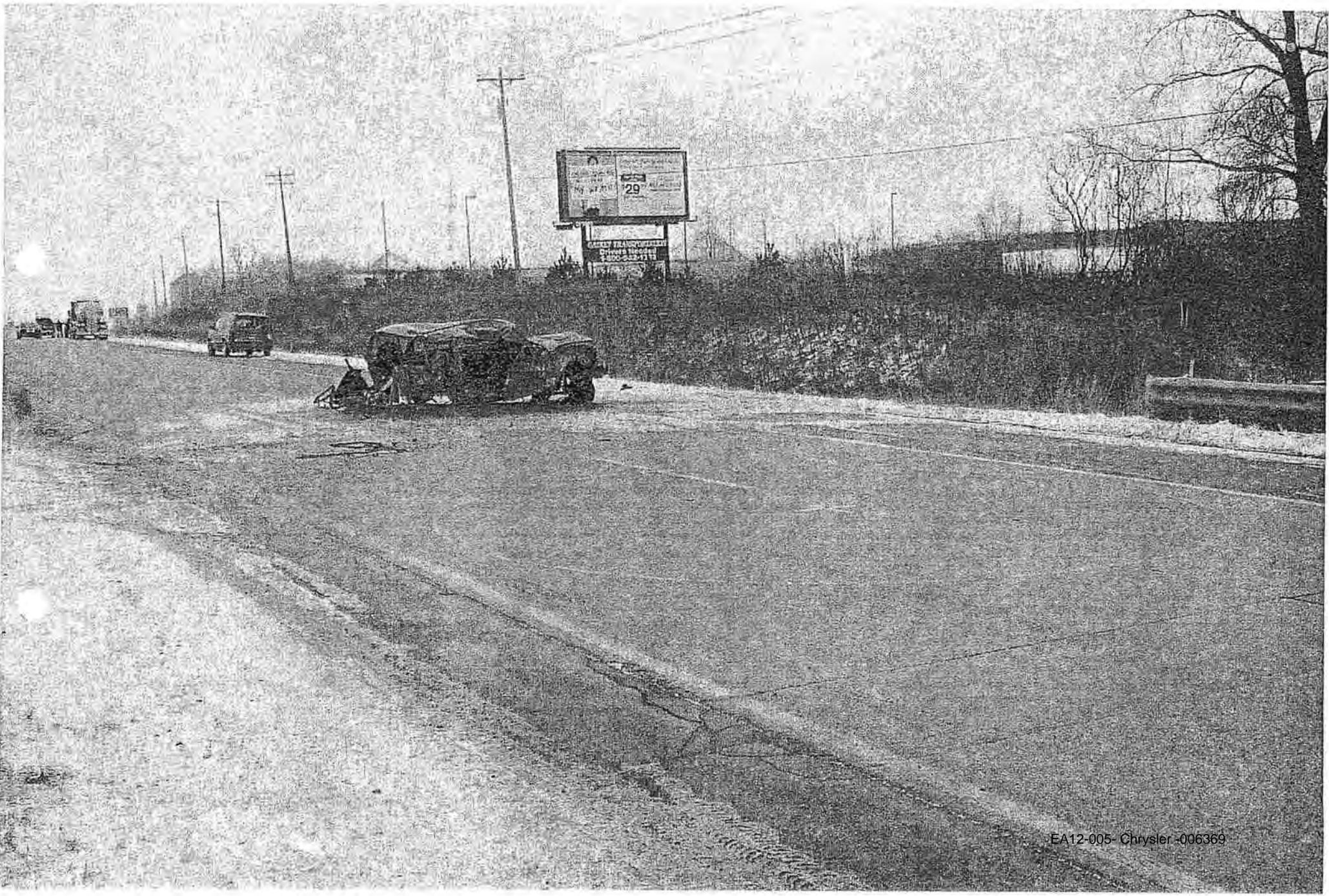


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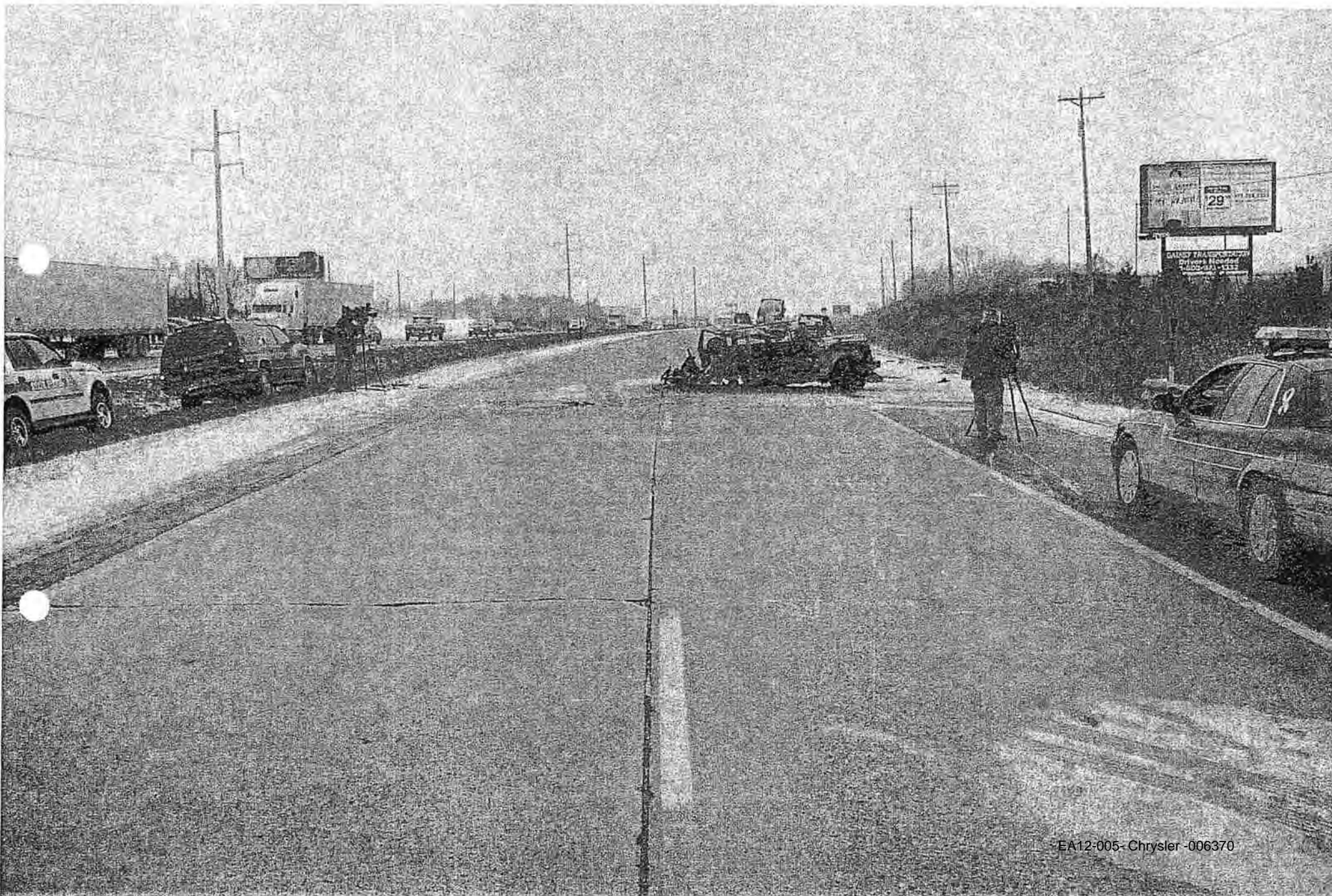


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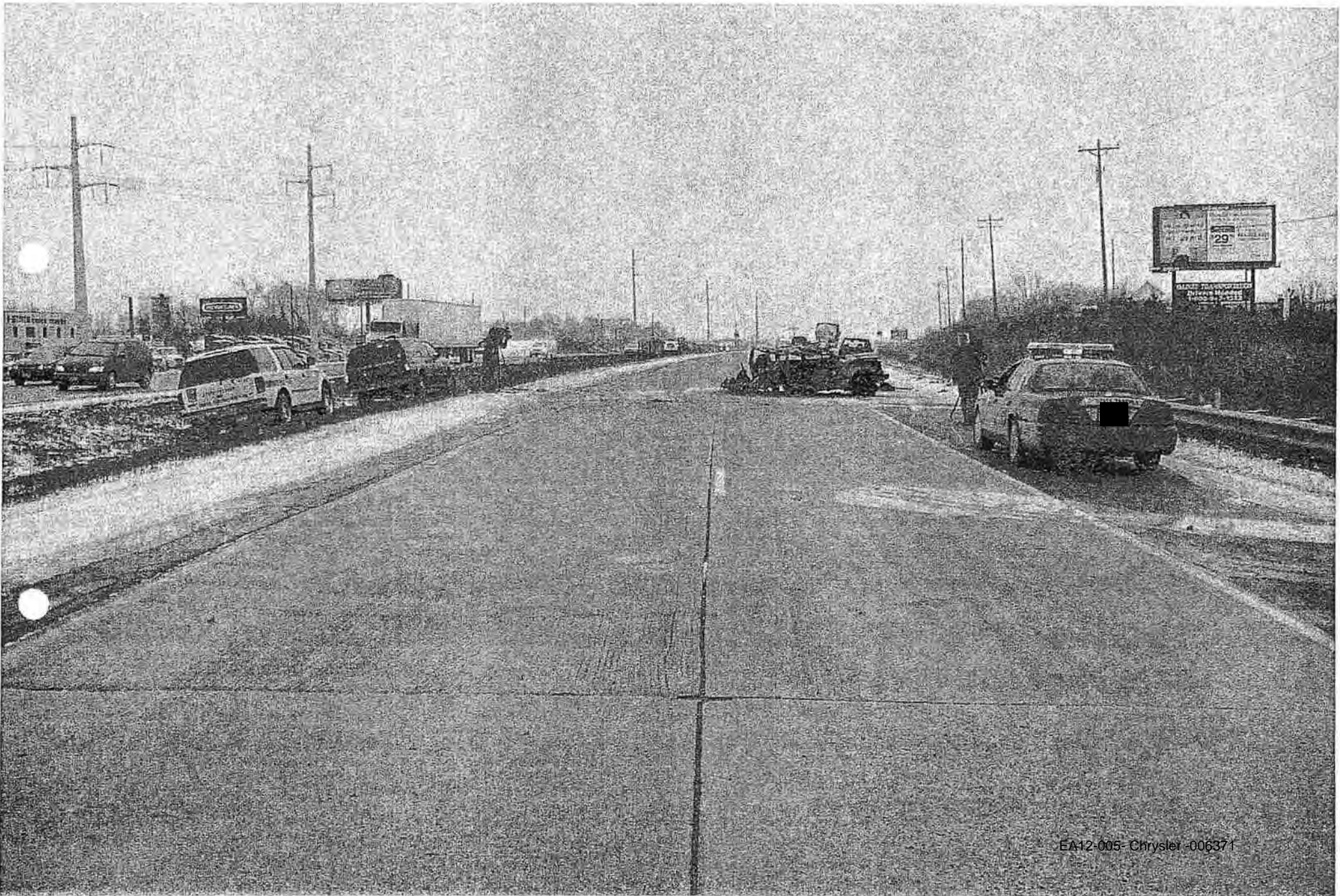




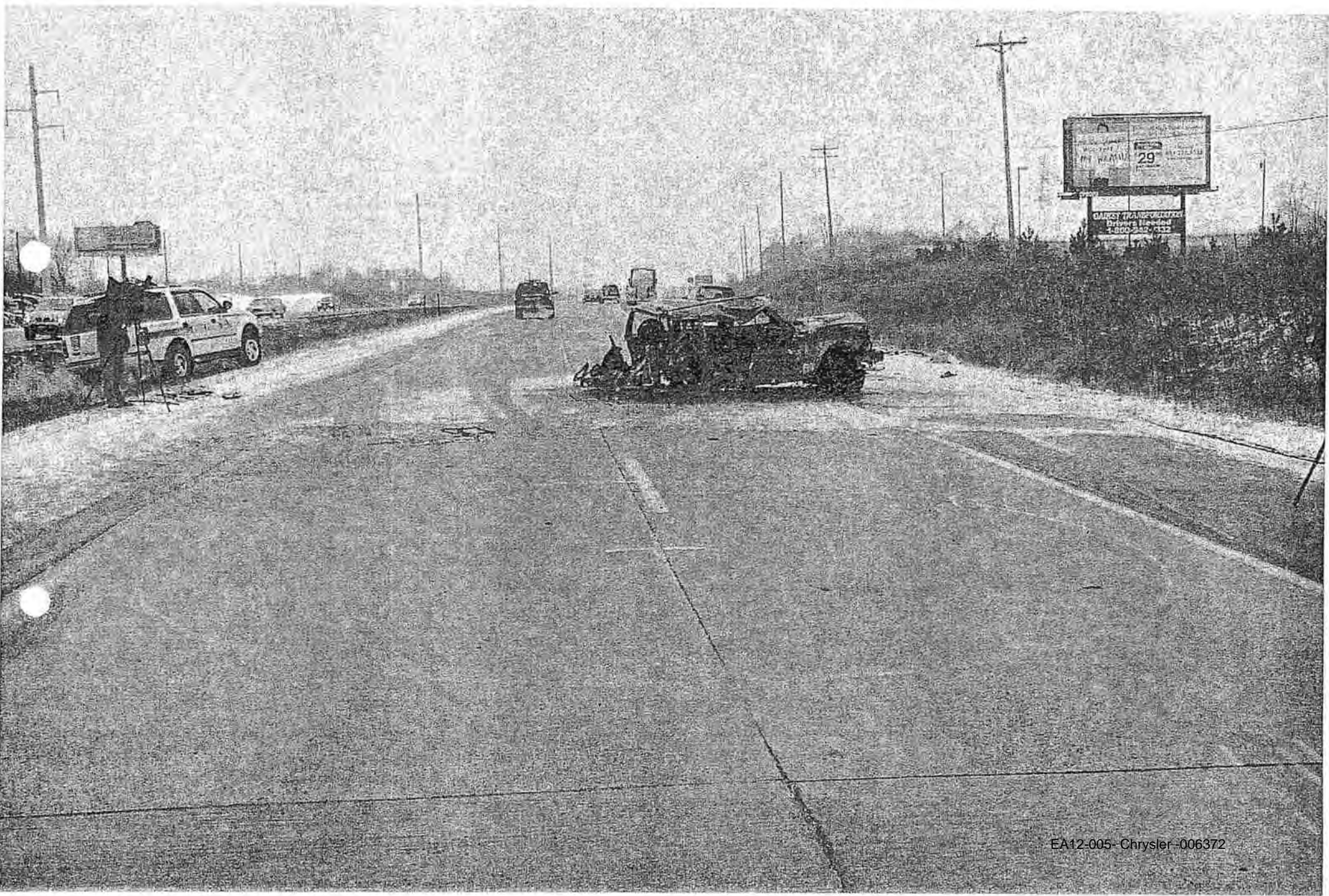
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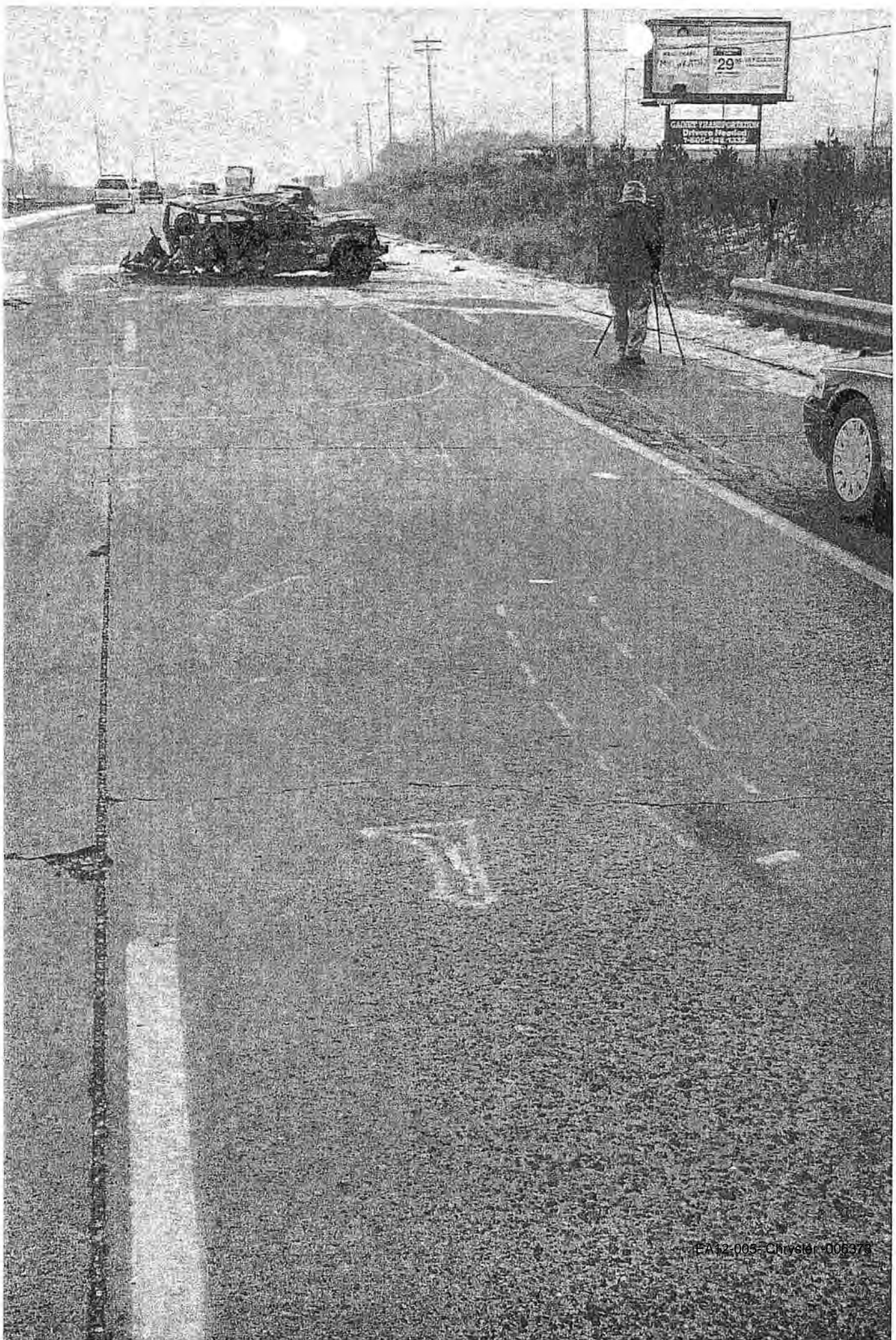


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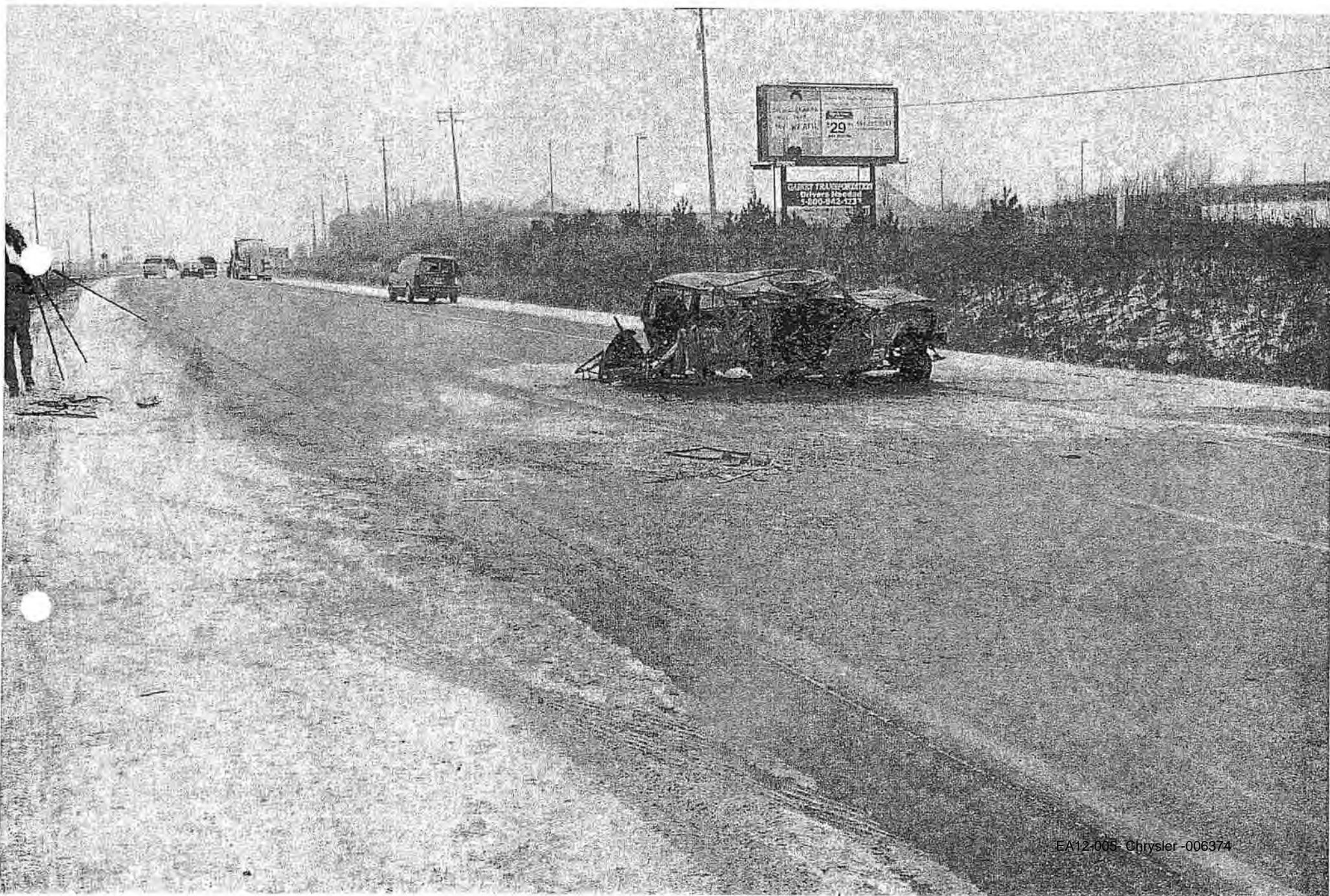


EA12-005-Chrysler-006371





EA 12-005 Chrysler 006373



EA12-005 Chrysler-006374



EA12-005 Chrysler 006375



EA12-005-Chrysler-006376



EA12-005-Chrysler-006377



EA12-005-Chrysler-006378



EA12-005- Chrysler -006379



EA12-005-Chrysler-006380



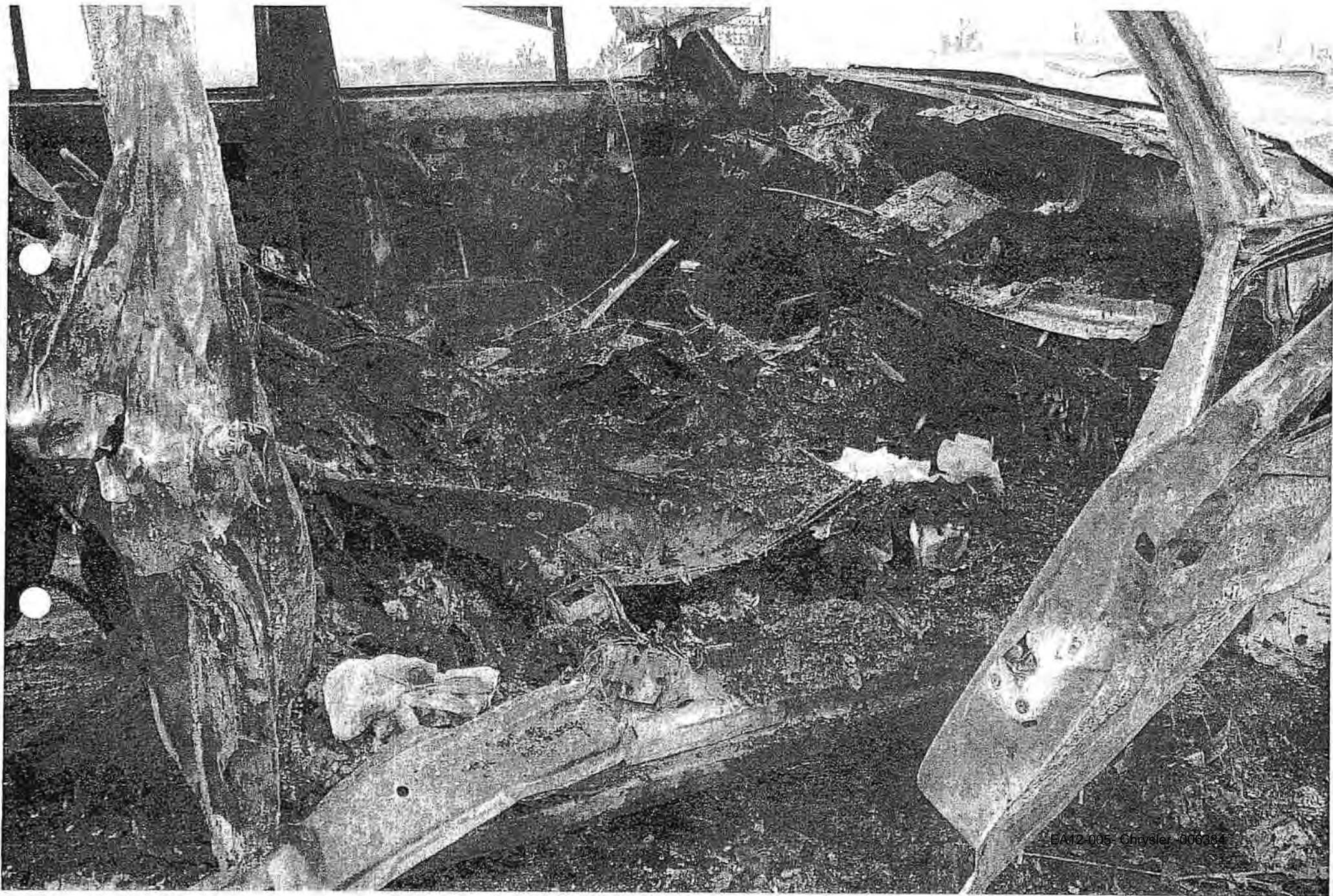
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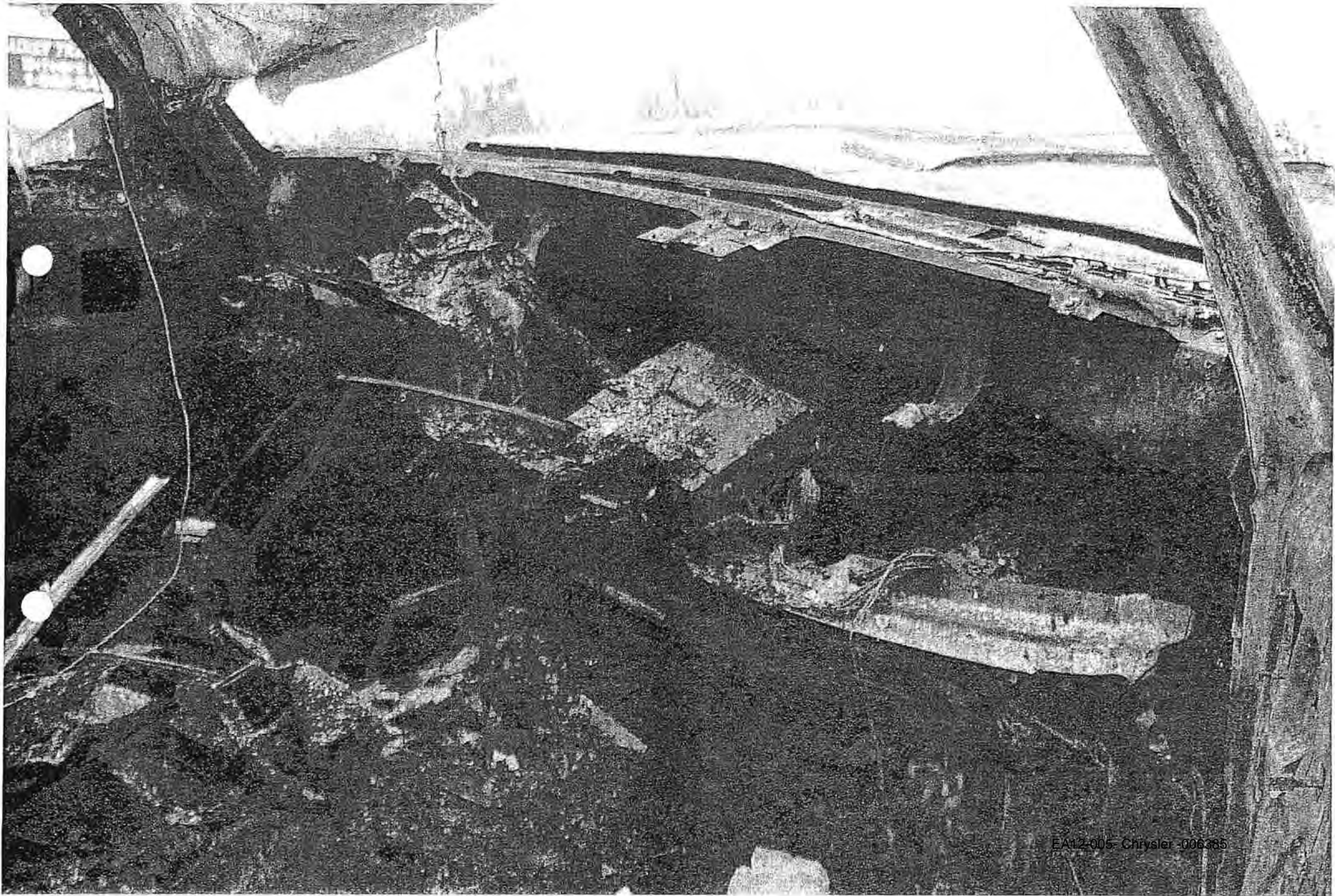
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EA-12-005 Chrysler 006883



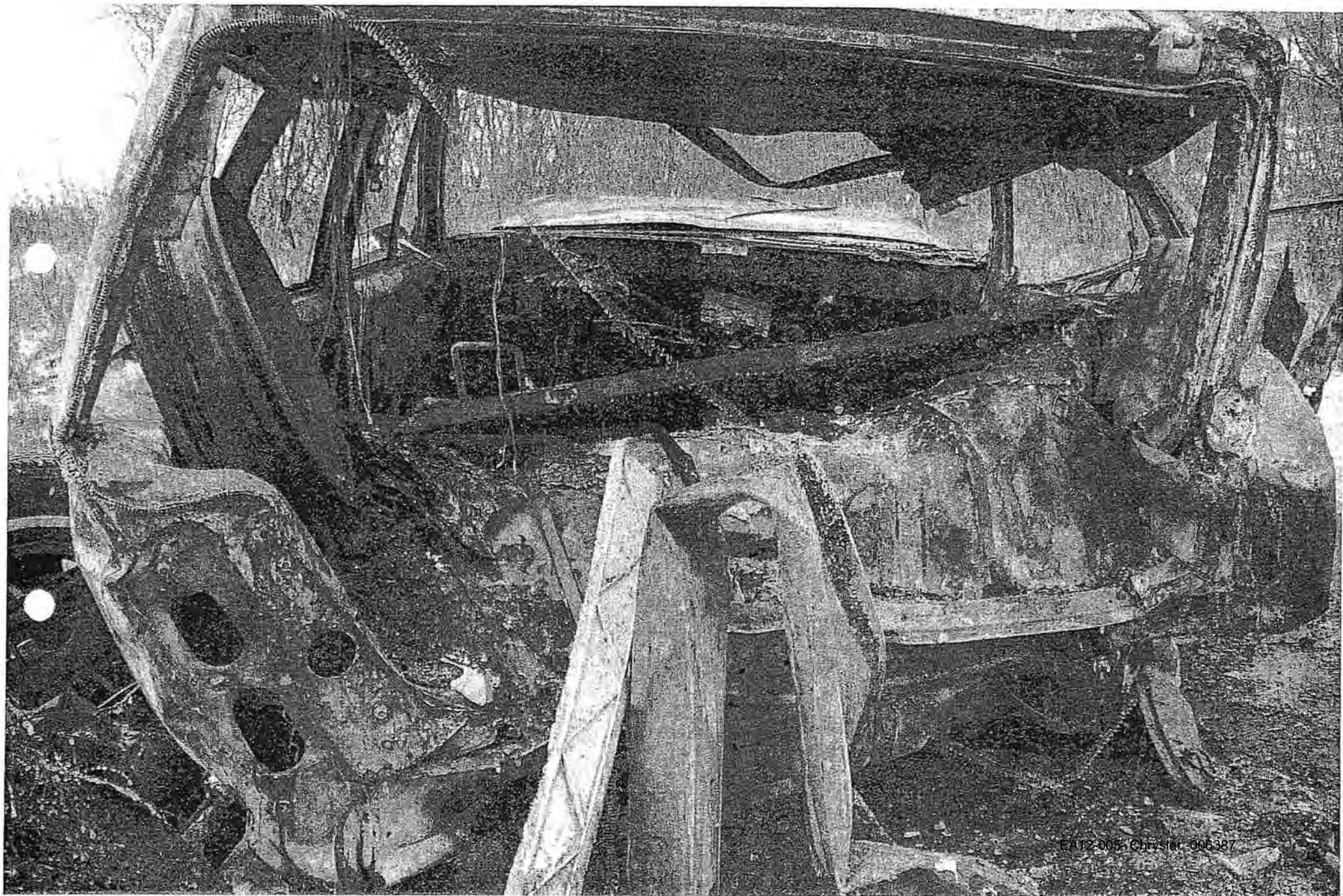
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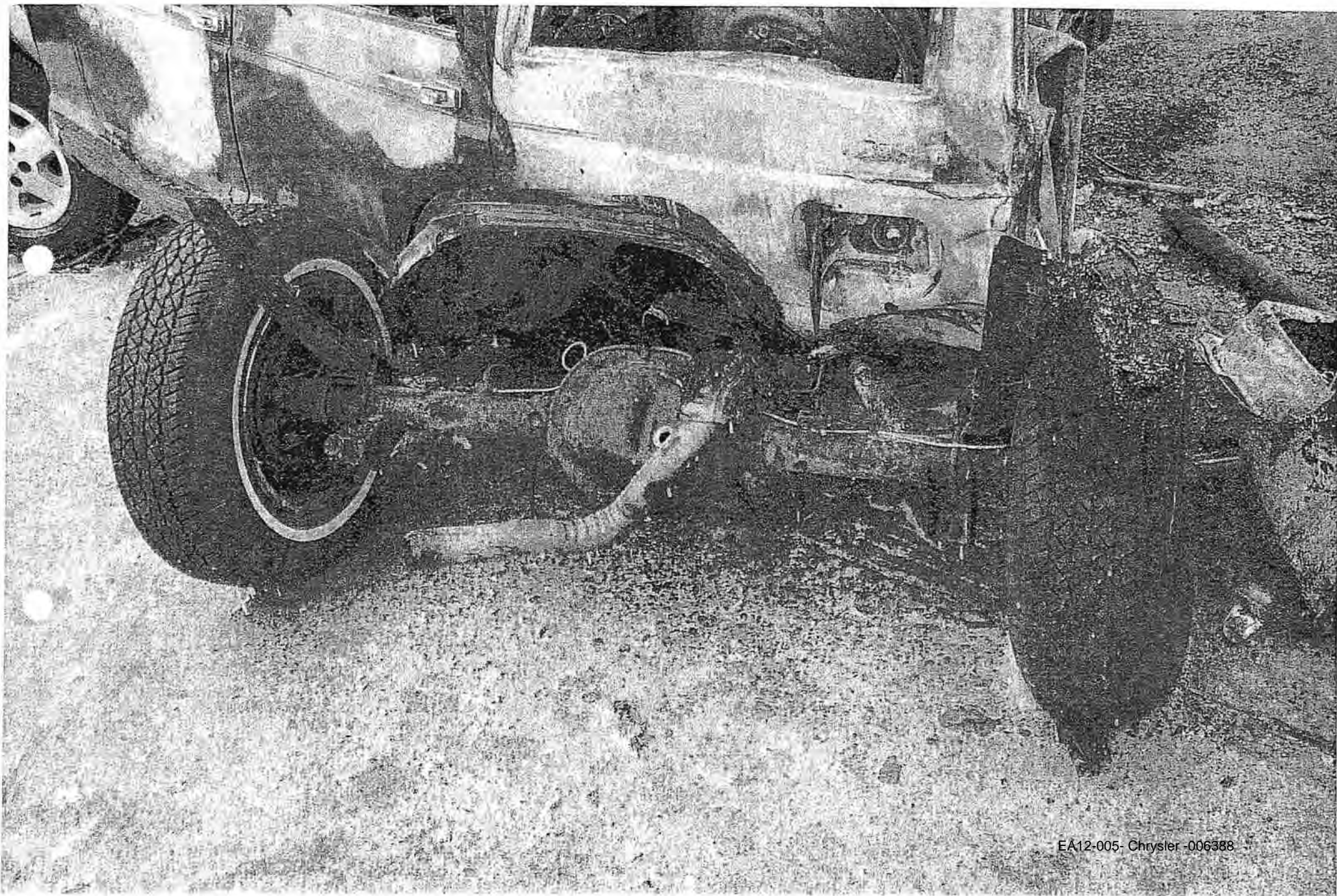
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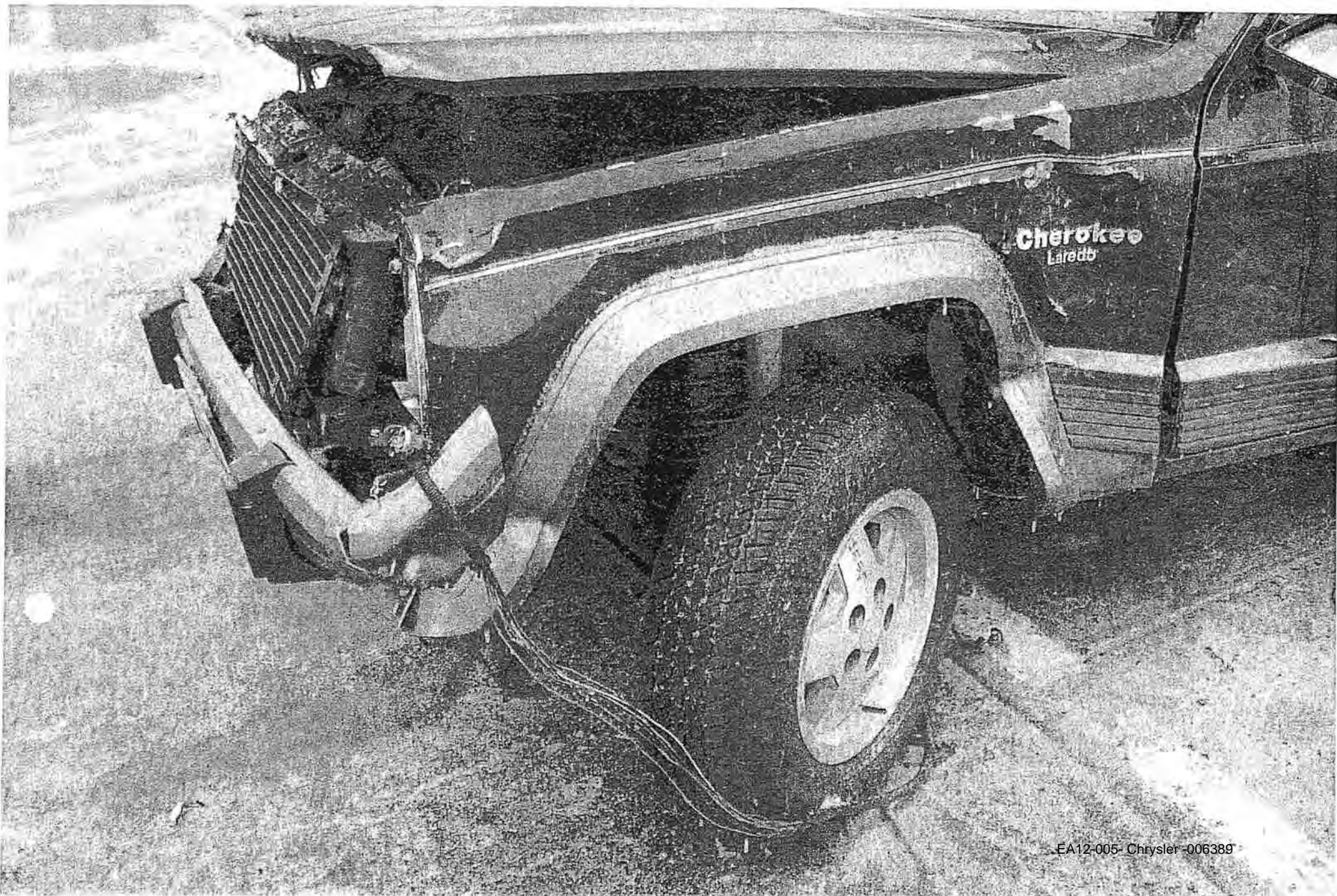
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EA 12-005 Chrysler 006387

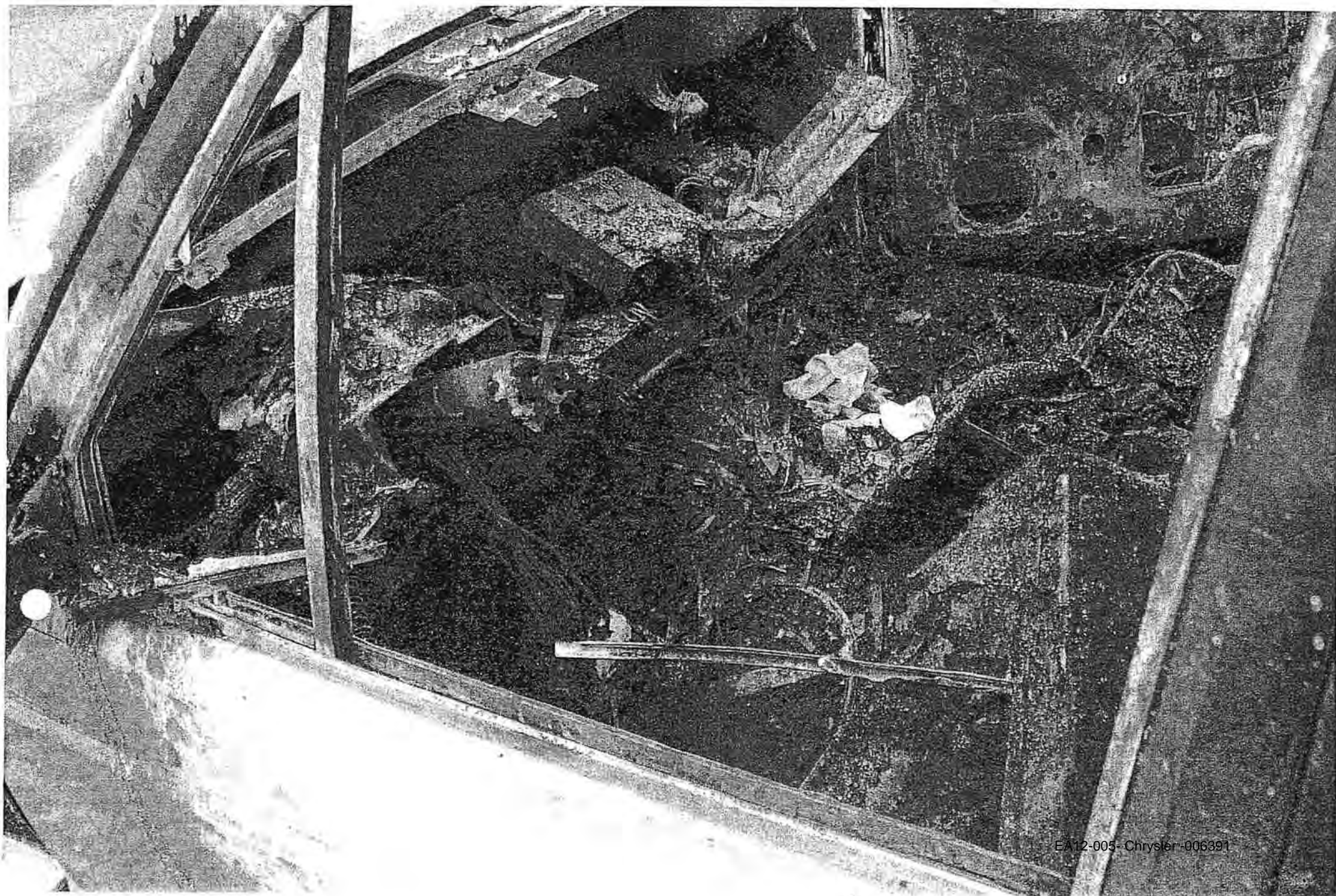


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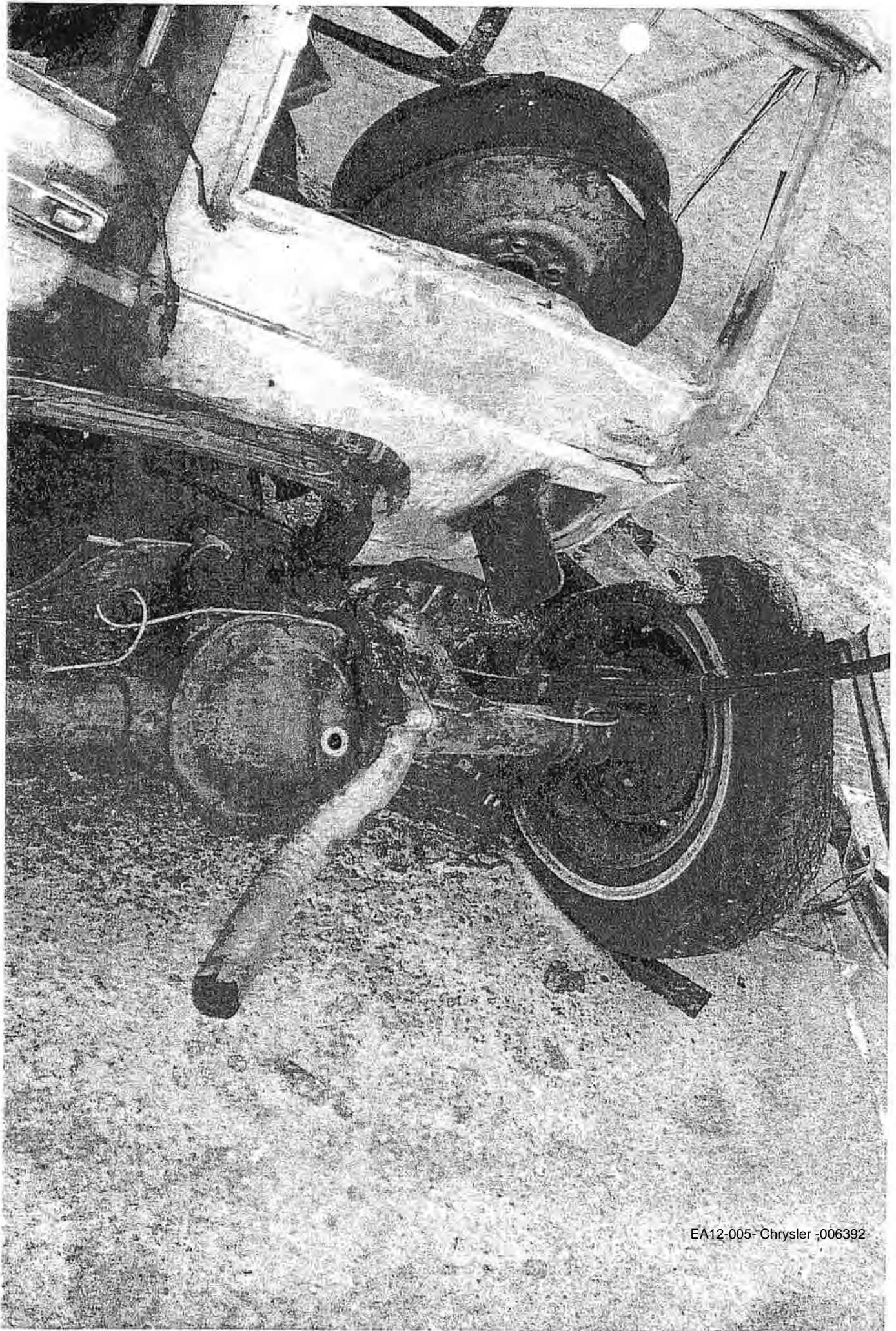




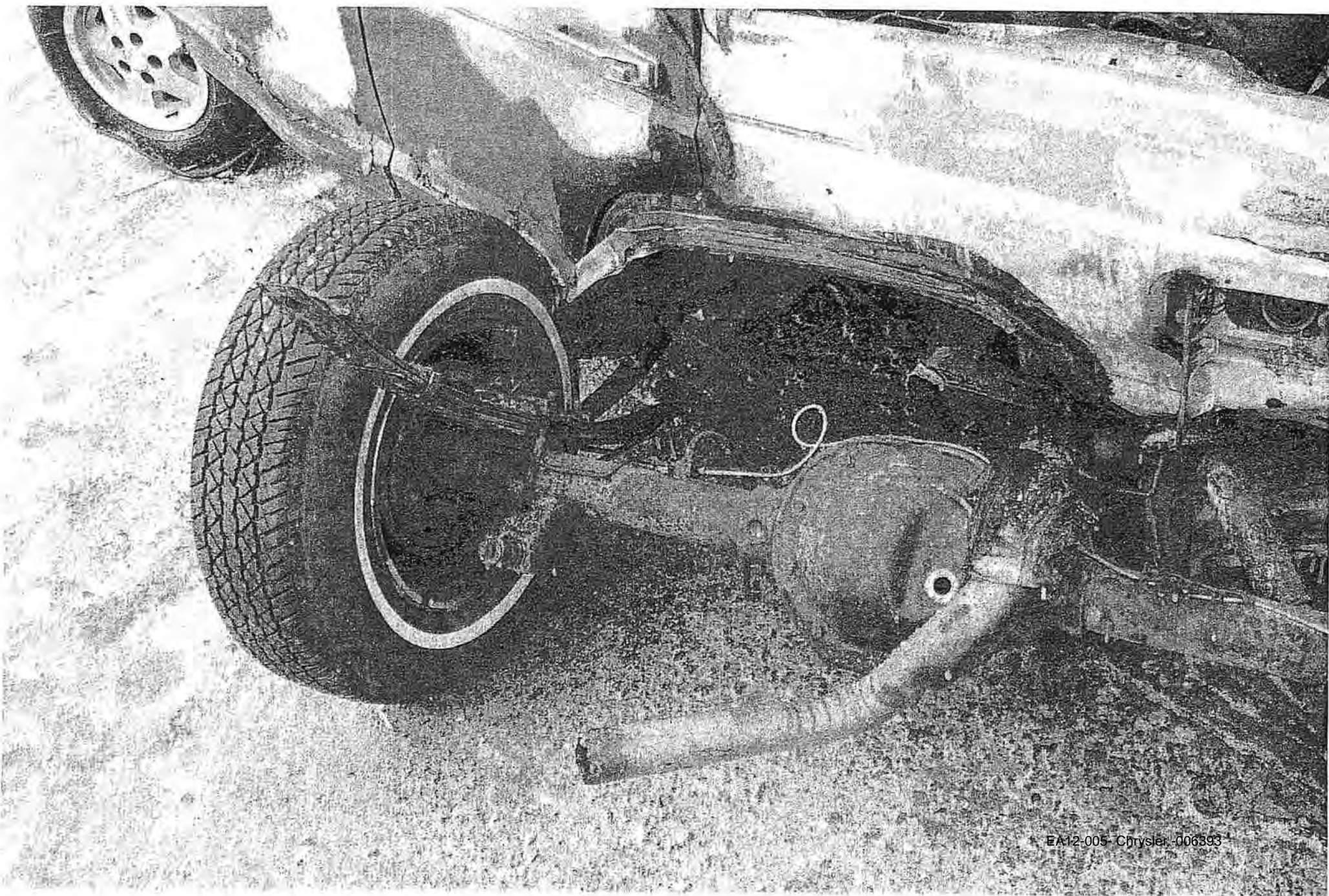
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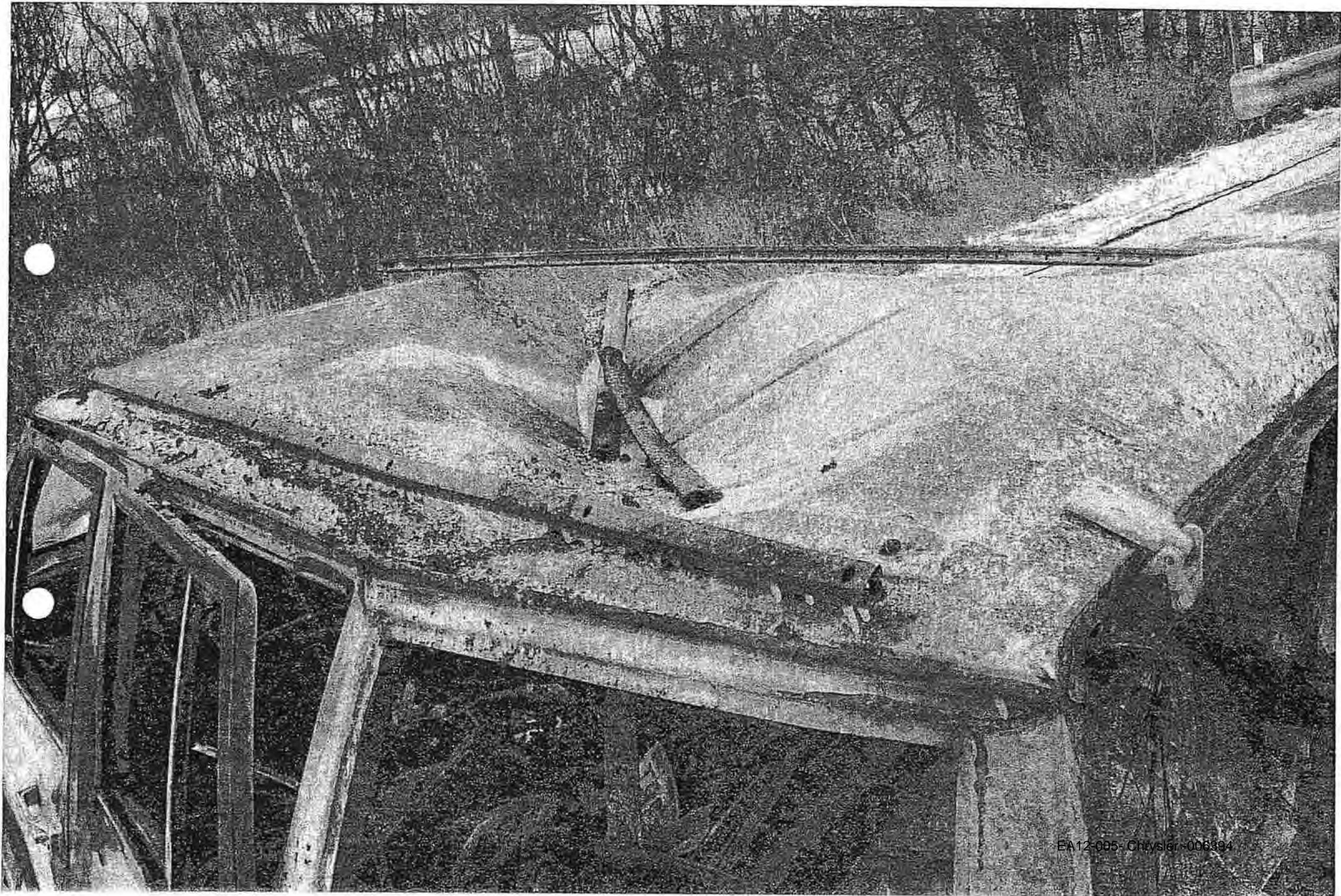
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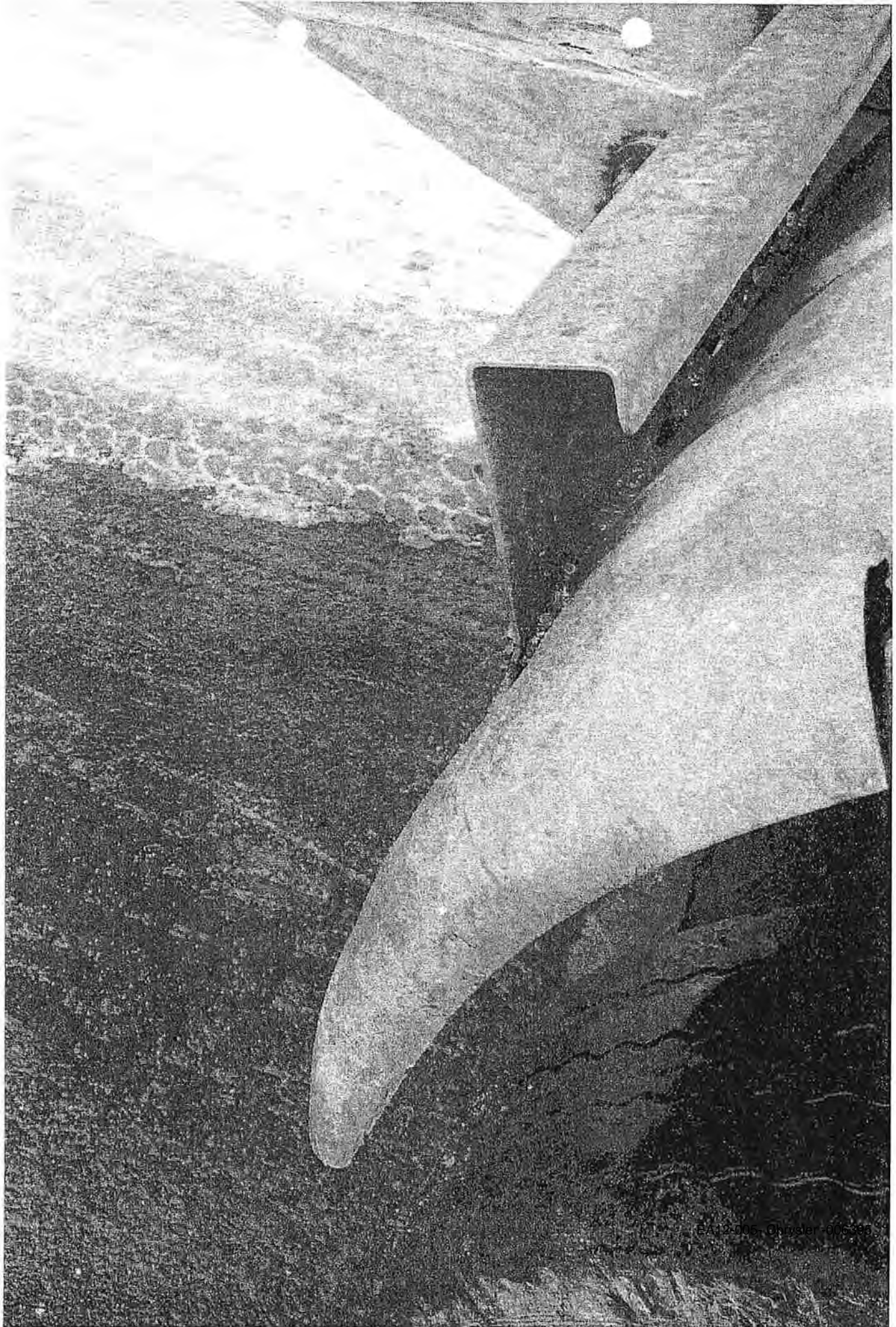
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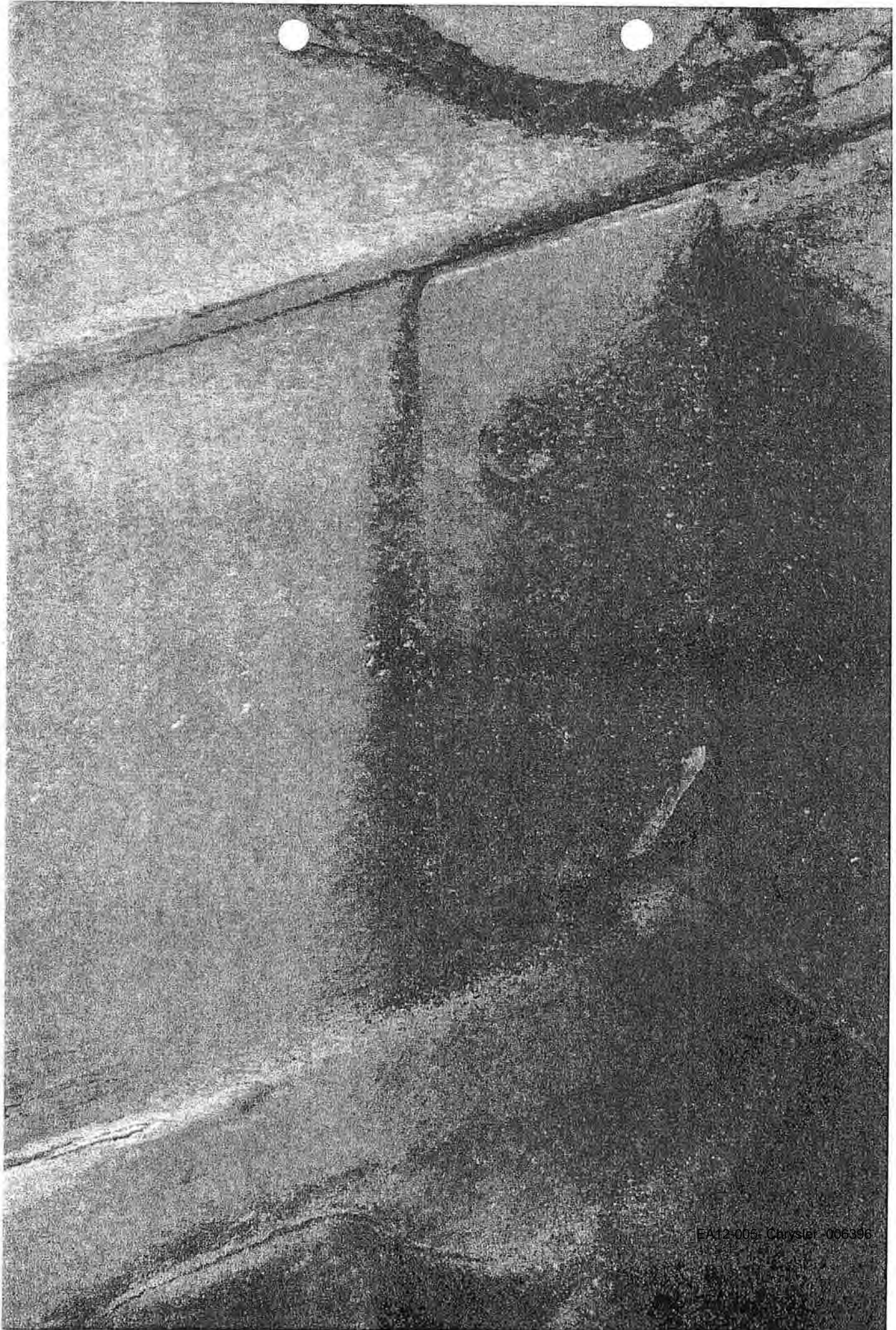
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EA12-005-Chrysler-006394



BA12-005, Chrysler 605-995



EA12-005 Chrysler 006396

[illegible]

[illegible]

Customer Assistance Inquiry Record (CAIR)#										13106771	
VIN	1J4FJ58S3 NL		Open Date	01/27/2005		Built Date	06/10/1992				
Model Year	1992		Body	XJL74		JEEP CHEROKEE					
In Service Dt	05/29/2003		Mileage	1		Dealer Zone	42		DETROIT		
Plant	L		TOLEDO ASSEMBLY PLANT I (MAIN-PARKWAY)			Market	U		US		
Dealer	26334		SOUTHFIELD CHRYSLER PLYMOUTH JEEP				EAGLE				
Dealer Address	28100 TELEGRAPH ROAD										
Dealer City	SOUTHFIELD				Dealer State	MI		Dealer Zip	48034		
Owner								Contact Type	TELEPHONE		
Address								Home Phone			
	FRIDLEY MN							Country	UNITED STATES		
Corporate - Property Damage - Default - Default - Default											
Product - Unknown - Unknown - Accident - Default											
Product - Unknown - Unknown - Fire - Unknown											

fire in vehicle,Atty has unit in storage. Vehicle also involved in accident
 refer to 82t
 1/28/05 Attorney letter.
 1/28/05 Forwarded to Warranty Litigation-dt.
 2.02.2005
 JOHNSON & LINDBERG, P.A.
 Seeking a response to their january 14, 2005 letter.
 forwarded to 82t m rp
 2/3/05 Forwarded to Warranty Litigation-dt.

Customer Assistance Inquiry Record (CAIR)#	13142564
---	-----------------

VIN	1J4FJ58S3	NL [REDACTED]	Open Date	02/04/2005	Built Date	06/10/1992
Model Year	1992	Body	XJL74	JEEP CHEROKEE		
In Service Dt	05/29/2003	Mileage	2	Dealer Zone	42	DETROIT
Plant	L	TOLEDO ASSEMBLY PLANT I (MAIN-PARKWAY)		Market	U	US
Dealer	26334	SOUTHFIELD CHRYSLER PLYMOUTH JEEP			EAGLE	
Dealer Address	28100 TELEGRAPH ROAD					
Dealer City	SOUTHFIELD			Dealer State	MI	Dealer Zip 48034
Owner	[REDACTED]				Contact Type	TELEPHONE
Address	[REDACTED]				Home Phone	[REDACTED]
	FRIDLEY MN [REDACTED]				Country	UNITED STATES

Product - Unknown - Unknown - Fire - Unknown	Owner alleges vehicle bursted into flames.
--	--

2/4/05 Claimant states that he was involved in an accident with a 92 Jeep Cherokee when the Jeep burst into flames. Vehicle is located at South East Towing 7401 East Kickman Trail, Inver Grove Heights, MN 55076 (651) 451-9721. Stock number is vehicle plate which is Minnesota [REDACTED]. Claimant's attorney must be notified of inspection date. OONTACT CLAIMANT'S ATTORNEY, JOHN R. CRAWFORD AT 952 851-0700. dt
 CAIR NUMBER 13142564 REQUEST EAA INSPECTION 02-04-2005 11:47
 CAIR NUMBER 13142564 E-MAIL SENT TO EAA 02-04-2005 11:48
 2/4/05 Assigned to rah21. dt

13106771

JOHNSON & LINDBERG, P.A.

ATTORNEYS AT LAW

7900 International Drive
Suite 960
Minneapolis, MN 55425-1582
Telephone: (952) 851-0700
Facsimile: (952) 851-0900
www.johnsonlindberg.com

January 14, 2005

AL238323

JOHN R. CRAWFORD
jcrawford@johnsonlindberg.com

Admitted in Minnesota, Wisconsin
NBTA Certified Civil Trial Advocate
MSBA Certified Civil Trial Specialist

Via Facsimile: 248-512-8748
DaimlerChrysler Corporation
ATTN: Special Investigation

Re: 1992 Jeep Cherokee
Minnesota Plate: [REDACTED]
Owner: [REDACTED]
Date of Accident: 01/07/05
Our File: 230.13720

Dear Sir/Madam:

On January 7, 2005, an accident occurred involving a tractor and trailer operated by my client, [REDACTED] of Caledonia Haulers. One of the involved vehicles was a 1992 Jeep Cherokee owned by [REDACTED] which reportedly burst into flames. The Jeep is currently located at South East Towing, 7401 East Dickman Trail in Inver Grove Heights, Minnesota 55076 (651-451-9721). The insurer of that vehicle, Progressive Insurance Company, has informed me that it intends to dispose of the vehicle. Consequently, I am in the process of arranging for the transport and storage of the Jeep. Before doing so, I would like to know if a representative of DaimlerChrysler would like to be present and/or participate in the transportation and storage of the vehicle.

The trailer attached to my client's tractor sustained damage to the left rear dual tires, and my client would like to repair the trailer as soon as possible. I would therefore also like to know if a representative of Daimler Chrysler would like to inspect the trailer before repair.

As soon as possible, please let me know if you would like a representative of Daimler Chrysler present during the transportation and storage of the Jeep, or if you would like a representative to inspect the trailer before it is repaired. Thank you.

Very truly yours,

John R. Crawford
John R. Crawford
JOHNSON & LINDBERG, P.A.

JRC/pjd

cc: Mr. Eric Post - Via Fax: 651-604-6992
South East Towing - Via Fax: 651-450-5501

EA12-005- Chrysler -006389

13106771

JOHNSON & LINDBERG, P.A.

ATTORNEYS AT LAW


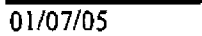
7900 International Drive
Suite 960
Minneapolis, MN 55425-1582
Telephone: (952) 851-0700
Facsimile: (952) 851-0900
www.johnsonlindberg.com

January 21, 2005

JOHN R. CRAWFORD
jcrawford@johnsonlindberg.com

Admitted in Minnesota, Wisconsin
NBTA Certified Civil Trial Advocate
MSBA Certified Civil Trial Specialist

Via Facsimile: 248-512-8748
DaimlerChrysler Corporation
ATTN: Special Investigation

Re: 1992 Jeep Cherokee
Minnesota Plate: 
Owner: 
Date of Accident: 01/07/05
Our File: 230.13720

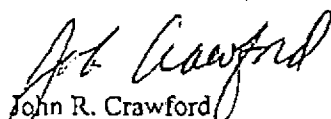
Dear Sir/Madam:

This letter will confirm that I have not received a response from your company to my enclosed facsimile of January 14, 2005. Consequently, I do not know at this time if anyone had DaimlerChrysler Corporation has been assigned to this matter or will be assigned.

In hopes of contacting an individual assigned to this matter, I called your 800-992-1997 telephone number, but was placed on hold indefinitely.

Due to the lack of a response to my January 14, 2005 facsimile to your company, I am assuming DaimlerChrysler has no interest in viewing the 1992 Jeep Cherokee. If I am mistaken, please notify me immediately.

Very truly yours,



John R. Crawford
JOHNSON & LINDBERG, P.A.

JRC/pjd

EA12-005- Chrysler -006400

JOHNSON & LINDBERG, P.A.

ATTORNEYS AT LAW

7900 International Drive
Suite 960
Minneapolis, MN 55425-1582
Telephone: (952) 851-0700
Facsimile: (952) 851-0900
www.johnsonlindberg.com

January 14, 2005

JOHN R. CRAWFORD
jcrawford@johnsonlindberg.com

Admitted in Minnesota, Wisconsin
NBA Certified Civil Trial Advocate
MSBA Certified Civil Trial Specialist

Via Facsimile: 248-512-8748
DaimlerChrysler Corporation
ATTN: Special Investigation

Re: 1992 Jeep Cherokee
Minnesota Plate: [REDACTED]
Owner: [REDACTED]
Date of Accident: 01/07/05
Our File: 230.13720

Dear Sir/Madam:

On January 7, 2005, an accident occurred involving a tractor and trailer operated by my client, [REDACTED] of Caledonia Haulers. One of the involved vehicles was a 1992 Jeep Cherokee owned by [REDACTED] which reportedly burst into flames. The Jeep is currently located at South East Towing, 7401 East Dickman Trail in Inver Grove Heights, Minnesota 55076 (651-451-9721). The insurer of that vehicle, Progressive Insurance Company, has informed me that it intends to dispose of the vehicle. Consequently, I am in the process of arranging for the transport and storage of the Jeep. Before doing so, I would like to know if a representative of DaimlerChrysler would like to be present and/or participate in the transportation and storage of the vehicle.

The trailer attached to my client's tractor sustained damage to the left rear dual tires, and my client would like to repair the trailer as soon as possible. I would therefore also like to know if a representative of Daimler Chrysler would like to inspect the trailer before repair.

As soon as possible, please let me know if you would like a representative of Daimler Chrysler present during the transportation and storage of the Jeep, or if you would like a representative to inspect the trailer before it is repaired. Thank you.

Very truly yours,

John R. Crawford
John R. Crawford
JOHNSON & LINDBERG, P.A.

JRC/pjd

cc: Mr. Eric Post - Via Fax: 651-604-6992
South East Towing - Via Fax: 651-450-5501

EA12-005- Chrysler -006401

13106771

JOHNSON & LINDBERG, P.A.

ATTORNEYS AT LAW

7900 International Drive

Suite 960

Minneapolis, MN 55425-1582

Telephone: (952) 851-0700

Facsimile: (952) 851-0900

www.johnsonlindberg.com

February 9, 2005

JOHN R. CRAWFORD

jcrawford@johnsonlindberg.com

Admitted in Minnesota, Wisconsin
NBTA Certified Civil Trial Advocate
MSBA Certified Civil Trial Specialist

Via Facsimile: 248-512-8748

Ms. Maureen O'Donnell

DaimlerChrysler

Via Facsimile: 763-302-9746

Mr. Gary E. Stoneking

STONEKING LAW OFFICE

3605 France Avenue North

Robbinsdale, MN 55422-2337

Via Facsimile: 847-277-0675

Mr. John Nicholson

1109 Lake Shore Drive North

Barrington, IL 60010

Re: Ficenko 1992 Jeep Cherokee

VIN # 1J4FJ58S3NI [REDACTED]

Chrysler Claim No.: 1152199

Our File: 230.13720

Dear Ms. O'Donnell and Counsel:

As you know from our previous conversations, the Jeep referenced above is currently located at South East Towing, 7401 East Dickman Trail, Inver Grove, Minnesota 55076 (651-451-9721). My understanding is that the [REDACTED] insurer, Progressive Insurance Company, has released the Jeep and will not be paying for any further storage expenses. Consequently, I suspect South East Towing will soon take steps to dispose of the Jeep unless arrangements are taken to continue paying for the storage. If any of you wish to preserve the Jeep, I would encourage you to contact South East Towing directly to arrange for the preservation of the vehicle. If you would like to avoid the cost of keeping the vehicle at South East Towing, please be advised that my client has indicated that it could arrange for the transportation of the Jeep to a farm in Caledonia, Minnesota. If you are interested in that option, please advise.

Very truly yours,

John R. Crawford
JOHNSON & LINDBERG, P.A.

EA12-005- Chrysler -006402

LAW OFFICES
HVASS, WEISMAN & KING
CHARTERED
Suite 1025 - Medical Arts Building
825 Nicollet Mall
Minneapolis, MN 55402
Telephone: 612-333-0201
Fax: 612-342-2606

CHARLES T. HVASS, JR.

OF COUNSEL
FRANK J. BRIXIUS

October 23, 2006

Mr. Karl Lukens, Senior Staff Counsel
Daimler Chrysler
CIMS485-13-62
1000 Chrysler Drive
Auburn Hills, MI 48326

RECEIVED

OCT 30 2006

Karl R. Lukens

Re: Our Client: [REDACTED]
Date of Loss: January 7, 2005
Product Info.: 1992 Jeep Cherokee

TO WHOM IT MAY CONCERN:

Let # 1152199

Pursuant to Minnesota Statutes § 604.04, be advised that a claim may be made against you for damages arising out of personal injuries sustained by our client, [REDACTED], and the wrongful death of his wife, [REDACTED], that occurred on January 7, 2005, at Highway 52 and its intersection with 111th Street, in the City of Inver Grove, County of Dakota, State of Minnesota, when their 1992 Jeep was rear-ended by a 2002 Peterbilt Tractor and a 1996 Walker trailer, causing the fuel tank of said Jeep to explode and burst into flames, resulting in injuries and damages to [REDACTED]. It is too early to determine what sum of money would fairly compensate the plaintiff for his/her injuries and damages.

You are hereby demanded to identify by name and address all persons or businesses in the chain of distribution and ownership of this machine.

Yours truly,



Charles T. Hvass, Jr.

CTH:pw

Writer's Direct Dial: 612-313-1702

MATTER #	1152199
FILE TYPE	Legal Claim and Customer Assistance Inquiry Report
FILE NAME	[REDACTED]
CAIR #	13106771, 13142564
DATE OF INCIDENT	01/07/2005
DATE OF NOTICE	01/28/2005
MODEL/MODEL YEAR	1992 Jeep Cherokee (XJ)
VIN	1J4FJ58S3NL [REDACTED]
MILEAGE	[REDACTED]
OWNER	[REDACTED] [REDACTED] Fridley, MN [REDACTED]
COURT	
DOCKET #	
FIRE ALLEGED	Yes
DESCRIPTION	According to the police accident report, on January 7, 2005 a 1992 Jeep Cherokee (XJ), operated by [REDACTED] had stopped in traffic backed up from a train crossing on Highway 52 in Inver Grove Heights, Minnesota. The posted speed limit at the site of the accident was 65 mph. A 2002 Peterbilt tractor/trailer, driven by [REDACTED], approaching the traffic backup, swerved to the right to avoid the Jeep Cherokee (XJ). The left side of the trailer struck the right-rear of the Jeep Cherokee (XJ), causing the front end of the Jeep Cherokee (XJ) to strike the rear of a 1991 Toyota vehicle and a 1989 Dodge vehicle. A fire ensued in the Jeep Cherokee (XJ).
PROPERTY DAMAGE ALLEGED	No
INJURIES	3
FATALITIES	1
ANALYSIS	The 1992 Jeep Cherokee (XJ) was not inspected. Information contained in the police accident report and photographs are not sufficient for Chrysler Group to determine a likely relative velocity at impact between the Peterbilt tractor/trailer and the Jeep Cherokee (XJ). However, Chrysler Group notes that the posted speed limit at the site of the accident was 65 mph and the right-rear and side of the Jeep Cherokee (XJ) experienced extremely severe deformation, including partially or completely separating the rear axle from its attachment points. Such collision forces are consistent with high relative impact velocity. Because of the right-rear offset impact to the Jeep Cherokee (XJ) and the extremely high mass of the Peterbilt tractor/trailer, the collision forces acting on the rear of the Jeep Cherokee (XJ) were greatly increased. Because it has not inspected

the Jeep Cherokee (XJ), Chrysler Group is unable to confirm that, as a result of the rear impact, the fuel tank ruptured or that the origin of the fire was at the fuel tank. The damage to the rear of the Jeep Cherokee (XJ) is depicted in the photographs in Enclosure 3 Public, Bates page numbers EA12-005 – Chrysler – 006336 and 6339.

SUMMARY OF INPUTS RELATED TO 1984 THROUGH 1992 JEEP CHEROKEE/WAGONEER (XJ) VEHICLES

	Name	VIN	Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	
1.		1JCMT754XHT			√			
2.		1J4FJ58S0ML			√			
3.		1JCMT783XJT		√				
4.		1J4FJ58S3NL		√ (2)		√		
5.		1J4FJ28S4ML			√			
6.		1J4FT38L4KL			√			
7.		1JCWB7812GT			√			
8.		1JCMR7833HT			√			
9.		1JCUX7813FT			√			
SUBTOTALS			Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	VOQ Inputs (Name)
			0	2 VINs (also was a claim)	7	1	0	0
TOTAL 9 unique inputs			9 unique VINs					

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

CHARLENE LAWRENCE-RYAN
1146 Susan Drive
West Chester, Pennsylvania 19380

and

KEITH RYAN
1146 Susan Drive
West Chester, Pennsylvania 19380

Plaintiffs,

vs.

U-HAUL MOVING COMPANY OF
MARYLAND, INC.

SERVE: Corporation Trust, Inc.
32 South Street
Baltimore, Maryland 21202

and

U-HAUL INTERNATIONAL, INC.

SERVE: Corporation Trust Company
of Nevada
1 East First Street, Suite 1600
Reno, Nevada 89501

and

CHRYSLER CORPORATION

SERVE: Corporation Trust, Inc.
32 South Street
Baltimore, Maryland 21202

Defendants.

FILED ENTERED
LOGGED RECEIVED

MAR 19 1996

CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

BY

Civil Action No.

003-96-833

COMPLAINT

Negligence; Deceptive Trade Practices; Fraud; Willful
and Wanton Misconduct; Infliction of Severe Emotional Distress;
Strict Liability; Breach of Warranty; and Loss of Consortium

FACTS COMMON TO ALL COUNTS

1. Plaintiffs Charlene Lawrence-Ryan and Keith Ryan are adult citizens and residents of the Commonwealth of Pennsylvania. Plaintiffs are lawfully married and were husband and wife on June 20, 1993, the date of the incident leading to this Complaint and at all times relevant hereto.

2. Defendant U-Haul Moving Company of Maryland, Inc. (hereinafter referred to as "U-Haul MD") is a Maryland corporation, transacting business in the State of Maryland through U-Haul Center - Laurel 818/26, 10150 Washington Boulevard, Laurel, Maryland 20707.

3. Upon information and belief, defendant U-Haul International, Inc. (hereinafter referred to as "U-Haul") is a Nevada corporation transacting business in the State of Maryland directly and through its subsidiary, defendant U-Haul MD. U Haul MD and U-Haul hold themselves out to the public and in their advertisements as one and the same entity.

4. Defendant Chrysler Corporation ("Chrysler") is a Delaware corporation transacting business in the State of Maryland at and through its dealership, Sport Jeep/Eagle, 3271 Automobile Blvd., Silver Spring, Maryland 20904.

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 in that all parties hereto are citizens of different states and the amounts in controversy exceed \$50,000. Venue is appropriate pursuant to 28 U.S.C. § 1391(a).

6. On June 19, 1993, Mr. Ryan, on behalf of plaintiffs, leased a truck from defendants U-Haul and U-Haul MD at the U-Haul Center-Laurel so that plaintiffs could move their personal belongings from Columbia, Maryland, to their home in West Chester, Pennsylvania. The vehicle is described as an "Easy Loading Mover-17," Number 0000EL 9192W (VIN# 1FDKE37M5KMB41084) (hereinafter referred to as the "Truck").

7. In the early afternoon of June 20, 1993, Mr. Ryan was driving the Truck, and Mrs. Ryan was following directly behind the Truck in plaintiffs' 1991 Jeep Cherokee (hereinafter referred to as the "Jeep"). The Jeep was manufactured by defendant Chrysler and purchased new by plaintiffs in 1991 from Sport Jeep/Eagle in Silver Spring, Maryland. Plaintiffs were proceeding East on Maryland Route 32 near the entrance of Interstate 95 (hereinafter referred to as "I-95"), in their respective vehicles, when the steering for the Truck became dysfunctional, making it impossible for Mr. Ryan to continue safely operating the Truck.

8. As Mr. Ryan entered onto Northbound I-95, he pulled the Truck over and parked it on the shoulder because of the problem with the steering and his inability to safely control the Truck. Mrs. Ryan pulled the Jeep onto the shoulder of I-95 directly behind the Truck. Both vehicles were parked fully on the shoulder of I-95 and not protruding into any of the travel lanes. On the shoulder of I-95 Mr. Ryan was in fear for his own and his wife's safety.

9. Mr. Ryan exited the Truck and went to the Jeep to inform Mrs. Ryan about the unsafe condition of the Truck and their need to replace the Truck. Mrs. Ryan was seated in the driver's seat of the Jeep with her seatbelt fastened.

10. Immediately after Mr. Ryan returned to the Truck, and before either he or Mrs. Ryan moved their respective vehicles, an automobile proceeding Northbound on I-95 veered off the roadway and struck the rear of the Jeep.

11. Immediately upon impact from the rear, the Jeep burst into flames fed by fuel leaking from the Jeep's fuel system. The front of the Jeep slammed into the Truck, spun 360 degrees and came to rest in the far left travel lane of I-95. Hot fumes and gases from the fire entered the passenger's compartment of the Jeep causing, inter alia, serious third-degree burns to Mrs. Ryan's face.

12. As a direct result of the foregoing, Mrs. Ryan sustained, and will continue to suffer from and receive treatment for, serious, permanent and disfiguring personal injuries, including, inter alia, third-degree burns and permanent scarring about her face and body; total blindness in her left eye; fractures to her hard palate and the base of her skull; injuries to her brain; numerous skin grafts; and the loss of her frontal cranium.

13. At the time Mrs. Ryan sustained her injuries, Mrs. Ryan was a professional employed in the health-care industry. As a result of her injuries, and the extensive treatment thereof, Mrs. Ryan has been and will be unable to work, and she has and will for the foreseeable future suffer a loss of income and impairment of her earning capacity.

14. When the Jeep slammed into the rear of the Truck, Mr. Ryan's neck and shoulders were injured. Mr. Ryan immediately exited the Truck and witnessed Mrs. Ryan trapped inside

the burning Jeep, suffering from and being inflicted with serious personal injuries. The collision, fire and subsequent explosion placed Mr. Ryan in fear for his own and his wife's safety. Mr. Ryan attempted to remove Mrs. Ryan from the burning vehicle through the driver's side door, but that door was jammed and so hot that it caused burns to Mr. Ryan's hands and fingers. Eventually, other motorists came to Mr. Ryan's aid and helped him remove his wife from the burning Jeep and place her on the shoulder of I-95, where Mr. Ryan observed his wife suffer from her injuries until she was transported to the hospital by emergency medical personnel. Thereafter, Mr. Ryan witnessed and will continue to witness his wife suffer through numerous surgeries, including the removal of her frontal cranium, and from her other permanent, disfiguring personal injuries.

15. As a direct result of the foregoing, Mr. Ryan suffered and will continue to suffer severe, debilitating emotional distress; incurred psychological and other expenses; and has been otherwise injured and damaged.

COUNT I
(Negligence against U-Haul and U-Haul MD)

16. Defendants U-Haul and U-Haul MD, in establishing a network of subsidiaries and vehicle leasing facilities under the name of "U-Haul," had a duty to plaintiffs to exercise reasonable care in establishing practices and procedures for and to supervise its franchisees, subsidiaries, leasing centers and/or agents to ensure that vehicles offered for lease were properly maintained, repaired, inspected, safe to operate and free from dangerous defects.

17. Defendant U-Haul MD, in leasing the Truck to plaintiffs, had a duty to exercise reasonable care in the maintenance, repair and inspection of the Truck so as to ensure that the vehicle was safe to operate, free from defects and would not become inoperable and cause plaintiffs to be placed in a position of danger alongside a major interstate highway. The Truck was in an unsafe and defective condition at the time it was leased to plaintiffs by defendant U-Haul MD. As a result the Truck's unsafe and defective condition, Mr. Ryan was forced to pull onto the Northbound shoulder of I-95.

18. It was foreseeable to defendants U-Haul and U-Haul MD that any failure of these duties of care would place persons leasing vehicles in a position of danger and subject them to serious personal injury.

19. The collision involving Mrs. Ryan's automobile occurred as a direct and proximate result of defendants U-Haul's and U-Haul MD's negligence and violation of their respective duties of care because, inter alia, defendants U-Haul and U-Haul MD failed to establish policies and procedures for and to supervise the maintenance of leased vehicles, and U-Haul MD failed to properly maintain, repair and inspect the Truck before leasing it to Mr. Ryan.

20. As a direct and proximate result of defendants U-Haul's and U-Haul MD's negligence, and through no fault on the part of plaintiffs, Mrs. Ryan sustained serious permanent, disfiguring injuries; incurred and will incur great pain, suffering and inconvenience; incurred and will incur substantial medical and related expenses, mental anguish and grief; incurred and will incur lost wages and other expenses; and has been and will be otherwise injured and damaged.

21. As a direct and proximate result of defendants U-Haul's and U-Haul MD's negligence, and through no fault on the part of plaintiffs, Mr. Ryan suffered and will continue to suffer severe, debilitating emotional distress; incurred psychological and other expenses; and has been and will be otherwise injured and damaged.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered against defendants U-Haul International, Inc. and U-Haul Moving Company of Maryland, Inc., jointly and severally, awarding:

A. Compensatory damages in favor of Mrs. Ryan in the amount of Five Million Dollars (\$5,000,000), plus interest, costs and such other and further relief as this Court deems just and proper; and

B. Compensatory damages in favor of Mr. Ryan in the amount of Two Million Dollars (\$2,000,000), plus interest, costs and such other and further relief as this Court deems just and proper.

COUNT II

(Deceptive Trade Practices against U-Haul and U-Haul MD)

22. The allegations in paragraphs 1 through 21 are realleged and incorporated herein.

23. Upon information and belief, defendants U-Haul and U-Haul MD have been the focus of numerous investigations by governmental agencies and national and local news organizations concerning the adequacy and quality of repairs to vehicles leased to the public. In many of these investigations, it was revealed that vehicles leased by U-Haul and/or its various subsidiaries and leasing agents failed to pass applicable motor vehicle inspections, and, in some circumstances, specific vehicles received no repairs before being re-leased even though the persons who previously leased the vehicles returned them complaining of specific, serious problems with the vehicles.

24. Upon information and belief, the Truck received unprofessional or inadequate inspection, maintenance or repairs by defendant U-Haul MD prior to being leased to plaintiffs, and it was, therefore, unsafe and defective at the time it was leased to them.

25. In leasing and in offering to lease the Truck to plaintiffs, defendants U-Haul and U-Haul MD were merchants who were offering and making available to plaintiffs consumer goods. Defendants U-Haul and U-Haul MD engaged in unfair and deceptive trade practices by violating the provisions of Maryland Commercial Law Code Annotated § 13-101 et seq., including, inter alia, failing to state to plaintiffs a material fact about the condition and repair of the Truck which deceived or tended to deceive plaintiffs.

26. As a direct and proximate result of defendant U-Haul's and U-Haul MD's unfair trade practices and outrageous conduct, plaintiffs were deceived and suffered and will continue to suffer serious injuries and losses as previously alleged, including attorneys' fees.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered against defendants U-Haul International, Inc. and U-Haul Moving Company of Maryland, Inc., jointly and severally, awarding:

A. Compensatory damages in favor of Mrs. Ryan in the amount of Five Million Dollars (\$5,000,000), plus attorneys' fees pursuant to Maryland Commercial Law Code Annotated § 13-408(b), interest, costs and such other and further relief as this Court deems just and proper; and

B. Compensatory damages in favor of Mr. Ryan in the amount of Two Million Dollars (\$2,000,000), plus attorneys' fees pursuant to Maryland Commercial Law Code Annotated § 13-408(b), interest, costs and such other and further relief as this Court deems just and proper.

COUNT III

(Fraud against U-Haul and U-Haul MD)

27. The allegations in paragraphs 1 through 21, and 23 through 26 are realleged and incorporated herein.

28. In leasing the Truck to plaintiffs, defendants U-Haul and U-Haul MD had a duty to disclose to plaintiffs, inter alia, that plaintiffs were being offered for lease a vehicle which defendants knew or should have known had received unprofessional or inadequate inspection, maintenance or repairs. Defendants U-Haul and U-Haul MD knowingly failed to represent to and concealed from plaintiffs these material facts.

29. In misrepresenting and concealing material facts from plaintiffs, defendants U-Haul's and U-Haul MD's conduct was willful, wanton, outrageous and in gross disregard of plaintiffs' rights.

30. In reasonable reliance on, and as a direct and proximate result of, defendants U-Haul's and U-Haul MD's intentional failure to disclose to and concealment from plaintiffs of material facts about the condition of the Truck, plaintiffs leased the Truck and suffered and will continue to suffer serious injuries and losses as previously alleged.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered against defendants U-Haul International, Inc. and U-Haul Moving Company of Maryland, Inc., jointly and severally, awarding:

A. Compensatory damages in favor of Mrs. Ryan in the amount of Five Million Dollars (\$5,000,000), punitive damages in the amount of Ten Million Dollars (\$10,000,000), plus interest, costs and such other and further relief as this Court deems just and proper; and

B. Compensatory damages in favor of Mr. Ryan in the amount of Two Million Dollars (\$2,000,000), punitive damages in the amount of Five Million Dollars (\$5,000,000), plus interest, costs and such other and further relief as this Court deems just and proper.

COUNT IV

(Infliction of Severe Emotional Distress against U-Haul and U-Haul MD)

31. The allegations in paragraphs 1 through 21, 23 through 26, and 28 through 30 are realleged and incorporated herein.

32. As a direct and proximate result of defendants U-Haul's and U-Haul MD's negligent, deceptive, reckless and outrageous conduct, Mr. Ryan suffered and will continue to suffer severe, debilitating emotional distress; incurred psychological and other expenses; and has been otherwise injured and damaged.

WHEREFORE, plaintiff Keith Ryan respectfully requests that judgment be entered in his favor and against defendants U-Haul International, Inc. and U-Haul Moving Company of Maryland, Inc., jointly and severally, for his compensatory damages in the amount of Two Million Dollars (\$2,000,000), punitive damages in the amount of Five Million Dollars (\$5,000,000), plus such other and further relief as this Court deems just and proper.

COUNT V

(Negligence against Chrysler)

33. The allegations in paragraphs 1 through 15 are realleged and incorporated herein.

34. Defendant Chrysler had a duty to plaintiffs to use reasonable care in the design, testing, manufacturing and distribution of the Jeep for sale to the public so as to ensure that the Jeep would operate and perform safely in conditions such as those present in the collision and set forth above. Defendant Chrysler also had a duty to give expected and foreseeable users of its vehicles adequate warning of dangers which Chrysler knew, or should have known, existed in connection with the foreseeable use of its vehicles.

35. Defendant Chrysler was negligent and breached its duty of care to plaintiffs because, inter alia, the Jeep's fuel storage system failed, ignited and caused the Jeep to become engulfed in flames immediately upon being impacted from the rear; the passenger compartment failed structurally and allowed hot fumes and gases from the fuel fire to enter the compartment and burn Mrs. Ryan; the driver's side door failed structurally and hindered foreseeable rescue attempts; and, Chrysler failed to give plaintiffs adequate warning of the dangers associated with their use of the Jeep.

36. As a direct and proximate result of defendant Chrysler's negligence, and through no fault on the part of plaintiffs, Mrs. Ryan sustained serious permanent injuries; incurred and will incur great pain, suffering and inconvenience; incurred and will incur additional permanent scarring; incurred and will incur substantial medical expenses; incurred and will incur lost wages and other expenses; and has been and will be otherwise injured and damaged.

37. As a direct and proximate result of defendant Chrysler's negligence, and through no fault on the part of plaintiffs, Mr. Ryan suffered and will continue to suffer severe, debilitating emotional distress; incurred psychological and other expenses; and has been and will be otherwise injured and damaged.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered against defendant Chrysler Corporation awarding:

A. Compensatory damages in favor of Mrs. Ryan in the amount of Five Million Dollars (\$5,000,000), plus interest, costs and such other and further relief as this Court deems just and proper; and

B. Compensatory damages in favor of Mr. Ryan in the amount of Two Million Dollars (\$2,000,000), plus interest, costs and such other and further relief as this Court deems just and proper.

COUNT VI
(Strict Liability against Chrysler)

38. The allegations in paragraphs 1 through 15, and 34 through 37 are realleged and incorporated herein.

39. The Jeep and certain of its components and accessory systems, including the fuel system and passenger compartment, were in an unreasonably dangerous and defective condition at the time of sale and delivery of the Jeep to plaintiffs.

40. Defendant Chrysler thereafter also failed to monitor and test the performance of this model, update and improve the subject vehicle's accessories, safety components and crashworthiness, and otherwise ensure that the vehicle's fuel system and structural integrity would not fail in ordinary, foreseeable crashes. These failures by defendant Chrysler rendered the Jeep unreasonably dangerous and defective both in design and manufacture.

41. At all times material herein, defendant Chrysler knew or should have known in the exercise of ordinary care that plaintiffs' Jeep was in a defective and unreasonably dangerous condition and posed a serious danger to foreseeable users, such as plaintiffs, and defendant Chrysler failed to give adequate warning of such danger to all expected and foreseeable users of the vehicle.

42. As a direct and proximate result of the defects in defendant Chrysler's vehicle, and defendant Chrysler's failure to warn, plaintiffs suffered and will continue to suffer serious injuries and losses as previously alleged.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered against defendant Chrysler Corporation awarding:

A. Compensatory damages in favor of Mrs. Ryan in the amount of Five Million Dollars (\$5,000,000), plus interest, costs and such other and further relief as this Court deems just and proper; and

B. Compensatory damages in favor of Mr. Ryan in the amount of Two Million Dollars (\$2,000,000), plus interest, costs and such other and further relief as this Court deems just and proper.

COUNT VII
(Breach of Warranty against Chrysler)

43. The allegations in paragraphs 1 through 15, 34 through 37, and 39 through 42 are realleged and incorporated herein.

44. At all times material herein, defendant Chrysler was engaged in the business of the design, testing, manufacture, marketing and sale of automobiles, and was the merchant of the Jeep. Plaintiffs were foreseeable users of said vehicle.

45. At the time of the sale and delivery of the Jeep to plaintiffs, defendant Chrysler warranted to plaintiffs that the Jeep, including its accessories, fuel system, structural integrity, safety features and crash worthiness were safe, merchantable, and fit for the ordinary purposes for which the vehicle is used and intended. In fact, the Jeep, its accessories, fuel system, structural integrity, safety features and crashworthiness were not safe, merchantable, or fit for the ordinary purposes for which they were used and intended.

46. As a direct and proximate result of the breach of warranties by defendant Chrysler, and through no fault on the part of plaintiffs, plaintiffs suffered and will continue to suffer serious injuries and losses as previously alleged.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered against defendant Chrysler Corporation awarding:

A. Compensatory damages in favor of Mrs. Ryan in the amount of Five Million Dollars (\$5,000,000), plus interest, costs and such other and further relief as this Court deems just and proper; and

B. Compensatory damages in favor of Mr. Ryan in the amount of Two Million Dollars (\$2,000,000), plus interest, costs and such other and further relief as this Court deems just and proper.

COUNT VII

(Injury to the Marital Relationship against All Defendants)

48. The allegations in paragraphs 1 through 21, 23 through 26, 28 through 30, 32, 34 through 37, 39 through 42, and 44 through 46 are realleged and incorporated herein.

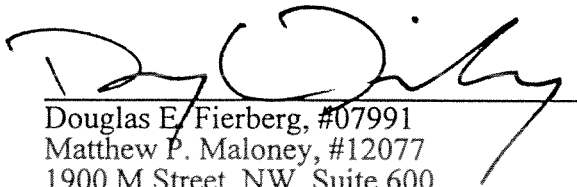
49. As a direct and proximate result of the injuries suffered by Mrs. Ryan and Mr. Ryan as a result of the above-described acts and omissions by defendants, plaintiffs' marital relationship has suffered and will continue to suffer injury including, but not limited to, a loss of consortium, society, affection and assistance.

WHEREFORE, plaintiffs Charlene Lawrence-Ryan and Keith Ryan respectfully request that judgment be entered in their favor and against defendants U-Haul International, Inc., U-Haul Moving Company of Maryland, Inc. and Chrysler Corporation, jointly and severally, for their compensatory damages in the amount of Two Million Dollars (\$2,000,000), punitive damages against defendants U-Haul International, Inc. and U-Haul Moving Company of Maryland, Inc., jointly and severally, in the amount of Five Million Dollars (\$5,000,000), plus attorneys' fees against defendants U-Haul International, Inc. and U-Haul Moving Company of Maryland, Inc., interest, costs and such other and further relief against all defendants as this Court deems just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury.

Respectfully Submitted,
SHERMAN, MEEHAN & CURTIN, P.C.



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and
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Suite 380
Bethesda, Maryland 20814
(202) 331-7120
Counsel for Plaintiffs

EA12-005- Chrysler -007298

State of Maryland Motor Vehicle Accident Report

PAGE 01		ACCIDENT DATE: 12/20/93		ACCIDENT TIME: 1:43 PM		REPORT TYPE: <input checked="" type="checkbox"/> FATAL <input checked="" type="checkbox"/> INJURY <input type="checkbox"/> PROPERTY DAMAGE ONLY		REPORT NO: 6614656		PAGE NO: 2	
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RD CHAR: 16		RD NUM: 10		RD NAME: 17		IN LANE: 18		TRUCK NO: 19		CYLINDER: 20	
RD COND: 21		RD ETE: 10		INTERSECTING ROAD NAME: 22		WILEY: 23		DUE OF ACC: 24		DUE OF ACC: 25	
RD DIR: 26		ACCIDENT: 27		Show & Label: Roads, Traffic Units, the Travel Direction consistent with the Log-Air Reference Manual, and Movement of Traffic Units.		NORTH: 28		DESCRIBE ACCIDENT: 29		DESCRIBE ACCIDENT: 30	
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RD COND: 643		RD COND: 644		RD COND: 645		RD COND: 646		RD COND: 647		RD COND: 648	
RD COND: 649		RD COND: 650		RD COND: 651		RD COND: 652		RD COND: 653		RD COND: 654	
RD COND: 655		RD COND: 656		RD COND: 657		RD COND: 658		RD COND: 659		RD COND: 660	
RD COND: 661		RD COND: 662		RD COND: 663		RD COND: 664		RD COND: 665		RD COND: 666	
RD COND: 667		RD COND: 668		RD COND: 669		RD COND: 670		RD COND: 671		RD COND: 672	
RD COND: 673		RD COND: 674		RD COND: 675		RD COND: 676		RD COND: 677		RD COND: 678	
RD COND: 679		RD COND: 680		RD COND: 681		RD COND: 682		RD COND: 683		RD COND: 684	
RD COND: 685		RD COND: 686		RD COND: 687		RD COND: 688		RD COND: 689		RD COND: 690	
RD COND: 691		RD COND: 692		RD COND: 693		RD COND: 694		RD COND: 695		RD COND: 696	
RD COND: 697		RD COND: 698		RD COND: 699		RD COND: 700		RD COND: 701		RD COND: 702	
RD COND: 703		RD COND: 704		RD COND: 705		RD COND: 706		RD COND: 707		RD COND: 708	
RD COND: 709		RD COND: 710		RD COND: 711		RD					

MMAARS #06614655

06614655

MARYLAND STATE POLICE
DRIVER/WITNESS STATEMENTMiranda Given: Yes ☐No ☐Driver Statement ☐Witness Statement ☐

Date

19

Case #

Columbia MD

Statement Of

Name

Age

Home Phone

Business Phone

Taken At: ☒ Scene ☐ Barrack ☐ Other

Installation

Questioned By

You are now being questioned in connection with the accident which occurred at approximately 2⁴⁰ ^{A.M.}/_{P.M.} 6/21 1993It is my duty to inform you that you do not have to answer any questions unless you so desire, but any statement that you do make may be used for or against you in a court of law. Do you understand? Yes ☒ No ☐
Do you wish to make a statement? Yes ☒ No ☐

In your own words, describe what you saw and how this accident occurred:

I WAS DRIVING NORTH BOUND ON 95 AT THE TIME. AHEAD OF ME ABOUT 300 YARDS WAS A MOVING TRUCK AND A PASSENGER CAR PARKED OFF THE LEFT SIDE OF THE HIGHWAY. THE TRUCK WAS PARKED IN FRONT OF THE CAR, BUT THERE WAS NO MORE THAN SIX FEET BETWEEN THE TWO VEHICLES. I THEN NOTICED ANOTHER CAR, APPROX 200 YDS AHEAD OF ME, MAKING WHAT LOOKED TO BE A DIRECT PATH TOWARDS THE TWO PARKED VEHICLES, AS IF THE DRIVER WAS INTENDING TO PARK BEHIND THEM. HOWEVER, I ALSO NOTICED THAT HE WAS MOVING FAR TOO FAST TO PARK THE VEHICLE BEHIND THE OTHER TWO. IT THEN OCCURRED TO ME THAT THE CAR WAS GOING TO HIT THE PARKED CAR, WHICH IT DID. THE FRONT RIGHT OF THE MOVING CAR HIT THE BACK LEFT OF THE PARKED CAR. MY ESTIMATE WAS THAT THE VEHICLE WAS TRAVELLING APPROX 60 mph AT THE TIME OF THE COLLISION. I AM NOT ABSOLUTELY SURE OF THIS FOLLOWING STATEMENT, BUT I BELIEVE THAT THE MOVING VEHICLE CROSSED OVER 2 LANE OF TRAFFIC BEFORE IT COLLIDED WITH THE PARKED VEHICLES.

*MOVING HERE MEANS TRANSIT OR SLIPPING (AS IN A V-HAX.)

(Pulled woman from Jeep)

EA12-005- Chrysler-007300

Do you drive and if so, how many years have you driven? YES - 10 YEARS
Could you estimate the speed of any of the vehicles involved in the accident?
N/A ☐ THE MOVING VEHICLE WAS TRAVELLING APPROX 55-60 MPH.
How fast were you driving at the time of the accident? N/A ☐ 57
How far was this person or vehicle away when you first observed it/him/her? N/A ☐ 300 YDS
What was the visibility, how far could you see in any direction? HIGH VISIBILITY
Was it daylight, dusk or dark? Were street lights illuminated?
Where were you going to or coming from at the time this accident occurred? What time did you leave or were you expected to arrive? GOING TO WORK @ BETA STEEL. LEFT @ 2:35 EXPECTED 3:05
Did you have anything intoxicating to drink prior to the accident? NO
Have you taken any drugs or medication within twenty-four hours? If so, was this prescribed by a physician?
NONE
Do you have any physical handicaps? NO
Are you related or acquainted with any of the persons involved in this accident? NO

Could you tell me if any one or all the drivers (or pedestrian(s)) had been drinking? If so, on what do you base your opinion? NO EVIDENCE OF THIS

Could this accident have been avoided? How? YES. IT APPEARED THAT THE CAR WHICH CAUSED THE COLLISION FAILED TO PAY ATTENTION TO THE PATH OF HIS VEHICLE.
If this was a hit and run accident, do you recall: type of vehicle, make, color, number of occupants, unusual characteristics, any part of the license number, state or color of the plate? N/A

Additional comments of investigator:

Do you wish to sign this statement of your own free will, without any promises or inducements being made to you?
Yes ☒ No ☐

Signature of _____

Witness _____

Date _____

6/21/93

EA12-005-01/10

MAAR 06614655

06614655

MARYLAND STATE POLICE
DRIVER/WITNESS STATEMENTDriver Statement ☐Witness Statement ☒Miranda Given: Yes ☐No ☐

Date

19

Case #

Statement Of

Name

Address

Age

Home Phone

Business Phone

Taken At: ☒ Scene ☐ Barrack ☐ Other

Installation

Questioned By

You are now being questioned in connection with the accident which occurred at approximately 7th 1/2th 1993It is my duty to inform you that you do not have to answer any questions unless you so desire, but any statement that you do make may be used for or against you in a court of law. Do you understand? Yes ☒ No ☐Do you wish to make a statement? Yes ☒ No ☐

In your own words, describe what you saw and how this accident occurred:

TRAVELLING 195 NORTH (HILL) I (DRIVER) A RED
 (CHEVROLET TRUCK) "MOVING" AND ANOTHER CAR (MAXIMA)
 STRIKE THE (CHEVROLET TRUCK) FROM BEHIND. I LEFT MY LEFT
 INTO THE LOGS. (A) (HILL) TRUCK WAS ON THE HIGHWAY
 ON THE LEFT. THE (HILL) TRUCK DID NOT APPEAR TO BE
 A PART/CORRELATOR TO THE ACCIDENT (IT WAS JUST SITTING
 THERE) MEANWHILE THE RED (CHEVROLET) BURST AND FLAMES
 I SAW A MAN RUN INTO THE ROAD TO GET
 SOMEONE OUT OF THE RED. THATS WHEN I AND
 MY COMPANION GOT OUT I HELPED GET THE WOMAN OUT
 OF THE CAR (JEEP).

Do you drive and if so, how many years have you driven? YES 10 YEARS

Could you estimate the speed of any of the vehicles involved in the accident? 45

N/A ☒

How fast were you driving at the time of the accident? N/A ☐ 50 MPH

How far was this person or vehicle away when you first observed it/him/her? N/A ☐ 100 YDS

What was the visibility, how far could you see in any direction? CLEAR VISIBILITY

Was it daylight, dusk or dark? Were street lights illuminated? DAYLIGHT

Where were you going to or coming from at the time this accident occurred? What time did you leave or were you expected to arrive? COMING FROM THE VALLEY TO NEW HAVEN CT.

Did you have anything intoxicating to drink prior to the accident? NO

Have you taken any drugs or medication within twenty-four hours? If so, was this prescribed by a physician? NO

Do you have any physical handicaps? NO

Are you related or acquainted with any of the persons involved in this accident? NO

Could you tell me if any one or all the drivers (or pedestrian[s]) had been drinking? If so, on what do you base your opinion? NO

Could this accident have been avoided? How? NOT SEE - MAXIMUM STRUCK FROM BEHIND?

If this was a hit and run accident, do you recall: type of vehicle, make, color, number of occupants, unusual characteristics, any part of the license number, state or color of the plate? N/A

Additional comments of investigator: N/A

Do you wish to sign this statement of your own free will, without any promises or inducements being made to you?
Yes, ☒ No ☐

Statement of

Witness

Signature

Date

6/20/93

MAARS 06614655

06614655

MARYLAND STATE POLICE
DRIVER/WITNESS STATEMENTDriver Statement ☐Witness Statement ☒

Case #

Statement Of

Miranda Given: Yes ☐No ☐

Date 19

Address

Business Phone

Age

Home Phone

Taken At: ☒ Scene ☐ Barrack ☐ Other

Installation

Questioned By a.m./p.m. 19

You are now being questioned in connection with the accident which occurred at approximately

It is my duty to inform you that you do not have to answer any questions unless you so desire, but any statement that you do make may be used for or against you in a court of law. Do you understand? Yes ☒ No ☐
Do you wish to make a statement? Yes ☒ No ☐

In your own words, describe what you saw and how this accident occurred:

I observed (white) truck inside of the road with white Jeep behind (not sure whether Jeep was in driving lane or moving) I observed guy cut run into rear end of Jeep, Jeep went into flames, I got out of my car & helped woman out of car

Do you drive and if so, how many years have you driven? 12 years

Could you estimate the speed of any of the vehicles involved in the accident?

N/A ☒ NO

How fast were you driving at the time of the accident? N/A ☒ UNKNOWN

How far was this person or vehicle away when you first observed it/him/her? N/A ☒ 75 yards or less

What was the visibility, how far could you see in any direction? Clear

Was it daylight, dusk or dark? Were street lights illuminated? Yes daylight

Where were you going to or coming from at the time this accident occurred? What time did you leave or were you expected to arrive? Coming from Maryland

Did you have anything intoxicating to drink prior to the accident? NO

Have you taken any drugs or medication within twenty-four hours? If so, was this prescribed by a physician?

NO

Do you have any physical handicaps? NO

Are you related or acquainted with any of the persons involved in this accident? NO

Could you tell us if any one or all the drivers (or pedestrian[s]) had been drinking? If so, on what do you base your opinion? NO

Could this accident have been avoided? How? NOT SURE

If this was a hit and run accident, do you recall: type of vehicle, make, color, number of occupants, unusual characteristics, any part of the license number, state or color of the plate?

Additional comments of investigator:

Do you wish to sign this statement of your own free will, without any promises or inducements being made to you?

Yes ☒ No ☐

Signature of

Witness

Date

SUPPLEMENT
REPORT

#06614655

AR Y 5009673

Accident

CORRECT INCIDENT OR OFFENSE CLASS

N/A

CHANGED

☐ YES

MULTIPLE CLEAR-UP

☐ YES☒ NO

DATE: 6/20/93

Driving in the far left lane. I believe in the far left lane at 55 mph. I remember my son rolling over and going to sleep. And I remember saying good night to him as I glanced at him. And then the next thing I remember is smash. And um the next thing I remember after that is registering that I was in an accident and realizing my son was bleeding all over his face. And I saw a Uhaul with and I saw flames on the other side of the Uhaul. I confirmed that [redacted] was alive and I called 911 on the car phone with great difficulty. Other people ran to the car. And they were shouting instructions to each other.

Signature: [redacted]

[redacted] wrote this statement as [redacted] recited it. [redacted] was unable to write.

43. Date Prevention Action Initiated?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	46. Post-Crime Prevention Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	47. Date Supplemental Report Due	
48. Initial Status	<input type="checkbox"/> Open <input type="checkbox"/> Suspended <input type="checkbox"/> Unfounded <input checked="" type="checkbox"/> Closed	49. Investigator	[redacted]		
51. Supervisor Status	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree	52. Recommended To Continue	<input type="checkbox"/> Patrol <input type="checkbox"/> Suspend <input type="checkbox"/> Investigation	53. Reviewing Supervisor	
55. Investigation Supervisor Status	<input type="checkbox"/> Patrol <input type="checkbox"/> Investigative	56. Investigation Supervisor	I.D. No.	57. Date	58. A-5412-065-Chrysler-0008000
60. <input type="checkbox"/> NCIC Entered <input type="checkbox"/> NCIC Cleared <input type="checkbox"/> MARS Entered <input type="checkbox"/> MARS Cleared	61. Final Status <input type="checkbox"/> Open <input type="checkbox"/> Suspended <input type="checkbox"/> Closed	62. Classification (Offense Code)	63. UCR Rep.	64. Date	8/1/93
65. Related Report Numbers			MAARS# 06614655		

☐ Crime Analysis☐ Victim Witness
Notification of Rights

MATTER #	1016170
FILE TYPE	Lawsuit
FILE NAME	[REDACTED]
CAIR #	
DATE OF INCIDENT	06/20/1993
DATE OF NOTICE	03/27/1996
MODEL/MODEL YEAR	1991 Jeep Cherokee (XJ)
VIN	1J4FJ28S4ML [REDACTED]
MILEAGE	
OWNER	[REDACTED] [REDACTED] West Chester, PA [REDACTED]
COURT	U.S. District Court, District of Maryland
DOCKET #	CCB96833
FIRE ALLEGED	Yes
DESCRIPTION	<p>On June 20, 1993, a 1991 Jeep Cherokee (XJ), operated by [REDACTED], was travelling northbound on I-95 near Savage, Maryland. The posted speed limit at the site of the accident was 55 mph. The Jeep Cherokee (XJ) had pulled over on the left shoulder directly behind a 1991 Ford U-Haul truck, operated by [REDACTED] husband [REDACTED]. According to the police accident report, a 1992 Nissan Maxima, operated by [REDACTED], was also travelling northbound on I-95 when it struck the rear of the Jeep Cherokee (XJ) at a high rate of speed. A witness to the accident prepared a written statement that the Nissan Maxima was travelling approximately 60 mph at the time of the collision. The driver of the Nissan Maxima prepared a written statement that he was travelling 55 mph when he looked down to say goodnight to his son sleeping in the front passenger seat and the next thing he remembered was hitting the Jeep Cherokee (XJ). It is unclear from the witness statements, but the Nissan Maxima may have crossed one or more lanes of travel before hitting the Jeep Cherokee (XJ) in the left-rear corner. The impact pushed the front end of the Jeep Cherokee (XJ) into the rear of the U-Haul truck. A fire ensued in the Jeep Cherokee (XJ).</p>
PROPERTY DAMAGE ALLEGED	No
INJURIES	4
FATALITIES	0
ANALYSIS	The 1991 Jeep Cherokee (XJ) was not inspected. Based on the available information, including the police accident report, witness

statements and vehicle photographs, Chrysler Group concludes that the impact of the Nissan Maxima with the left-rear of the Jeep Cherokee (XJ) occurred at a relative velocity of 55 mph or greater. This is supported by the witness statements regarding the speed of the Nissan Maxima at the time of the collision and the fact that the Jeep Cherokee (XJ) was stopped on the side of the road. The interposition of the Jeep Cherokee (XJ) between the Nissan Maxima and the U-Haul truck during the impact and the left-rear offset impact to the Jeep Cherokee (XJ) likely increased the crash forces acting on the rear of the Jeep Cherokee (XJ). The likely cause of the accident was inattention by the driver of the Nissan Maxima. Because Chrysler Group has not inspected the Jeep Cherokee (XJ), it is unable to confirm that the fuel tank was ruptured in the accident or that the origin of the fire was at the fuel tank.

SUMMARY OF INPUTS RELATED TO 1984 THROUGH 1992 JEEP CHEROKEE/WAGONEER (XJ) VEHICLES

	Name	VIN	Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	
1.		1JCMT754XHT			√			
2.		1J4FJ58S0ML			√			
3.		1JCMT783XJT		√				
4.		1J4FJ58S3NL		√ (2)		√		
5.		1J4FJ28S4ML			√			
6.		1J4FT38L4KL			√			
7.		1JCWB7812GT			√			
8.		1JCMR7833HT			√			
9.		1JCUX7813FT			√			
SUBTOTALS			Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	VOQ Inputs (Name)
			0	2 VINs (also was a claim)	7	1	0	0
TOTAL 9 unique inputs			9 unique VINs					

VR-J-1902

22

PC03003

IntraCompany Correspondence

Copy - Please make 4 x 15.
O.K.
C.H.
M.R.
+ WORK.

open made

To
List

Location
J. R. Julow
J. R. Murphy

Copy To

From
D. N. Renneker

Location - Ext.
Advanced Engrg. - 32546

Date
September 13, 1979

Subject
Revised Package Dimensions -
XJ and YJ Vehicles

RECEIVED
COURT

To: W. T. Collins, Jr.
D. E. Dawkins
V. J. Geraci
S. E. Gifford
T. D. Leuliette
R. C. Lunn
R. C. Nixon
R. A. Teague

Attached are revised package dimension charts for XJ and YJ vehicles. The principal changes relative to the data presented at the August 27 Product Committee are an increase in the track from 54.0" to 55.0" and an increase in front overhang from 25.0" to 27.0".

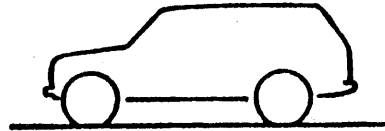
These dimensional adjustments are the result of normal package refinement clearance studies and will not affect weight targets.

D. N. Renneker
D. N. Renneker

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Attachments

BASIC PACKAGE SPECIFICATIONS

YJ VS. SMALL UTILITY (2 DOORS)



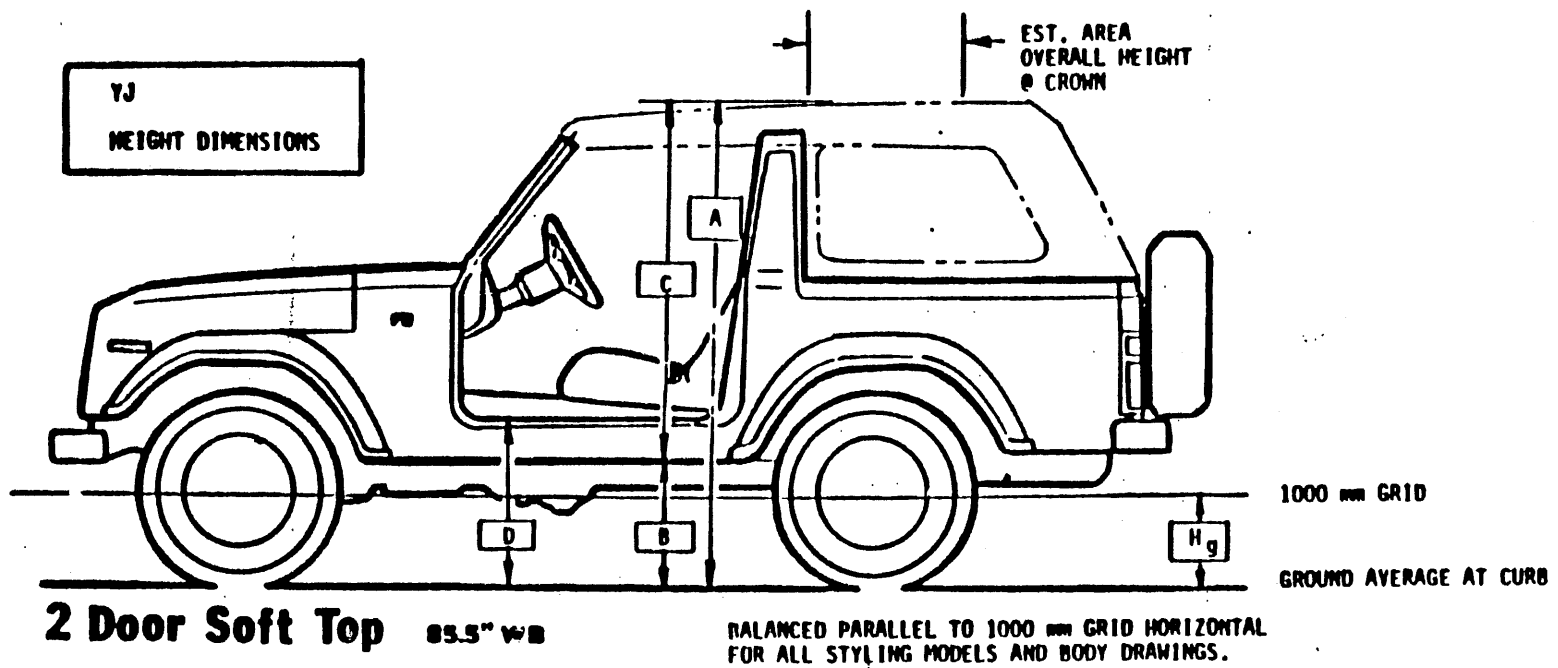
	YJ HARD TOP BASE			DAIHATSU F20V	CJ-5 SOFT TOP	M-151 MILITARY SOFT TOP	TOYOTA FJ40 HARD TOP	CJ-7 HARD TOP	MERCEDES EXPLORER 2-DOOR			
EXTERIOR												
• WHEELBASE	85.5			79.7	83.5	85.0	90.0	93.5	94.5			
• OVERALL LENGTH	150.8			138.0	139.7	132.7	152.4	149.7	161.5			
• OVERHANG - FRONT	27.0			21.0	23.5	19.7	27.8	23.5	33.5			
• - REAR	38.3			37.3	32.7	28.0	34.6	32.7	33.5			
• TRACK - FRONT	55.0			47.0	51.5	53.0	55.3	51.5	55.1			
• - REAR	55.0			47.0	50.0	53.0	55.1	50.0	55.1			
• OVERALL WIDTH @ B-PILLAR	64.0			57.5	59.9	64.3	65.6	59.9	67.2			
HEIGHT & CLEARANCE @ CURB												
• OVERALL HEIGHT	69.8			73.0	71.3	71.0	76.0	69.9	76.8			
• SILL HEIGHT (BOTTOM SURFACE)	17.5			15.7	19.1		19.3	18.5				
• ENTRY STEP-OVER (ROCKER)	22.5			22.2	26.0		26.4	26.0				
• FRAME OR STRUCTURE HEIGHT	12.6			13.8	14.0		15.3	13.6				
• ANGLE OF APPROACH												
• ANGLE OF DEPARTURE												
• RAMP BREAK-OVER ANGLE												
INTERIOR												
• C/L FRONT WHEELS-TO- FLOOR H POINT	58.1				65.0			66.0				
• H POINT COMPLE	32.0				31.5			29.0				
• HEADROOM - FRONT	39.1				40.8			39.9				
• - REAR	38.2				40.9			39.6				
• LEGROOM - FRONT	41.0				37.9			39.1				
• - REAR	35.8				30.5			35.0				
• SHOULDER ROOM - FRONT	56.0			50.7	55.4			53.8				
• - REAR	56.0				55.4			56.3				
• HIP ROOM - FRONT	56.0			50.0	55.4			53.8				
• - REAR	41.4				36.0			36.0				
• WIDTH BETWEEN WHEELHOUSES	41.4			33.5	36.0	38.6		36.0				
• CARGO FLOOR LENGTH												
• - REAR SEAT IN PLACE												
• - REAR SEAT REMOVED												

BASIC PACKAGE SPECIFICATIONS
KJ 4-DOOR VS. 4-DOOR UTILITY 4WD



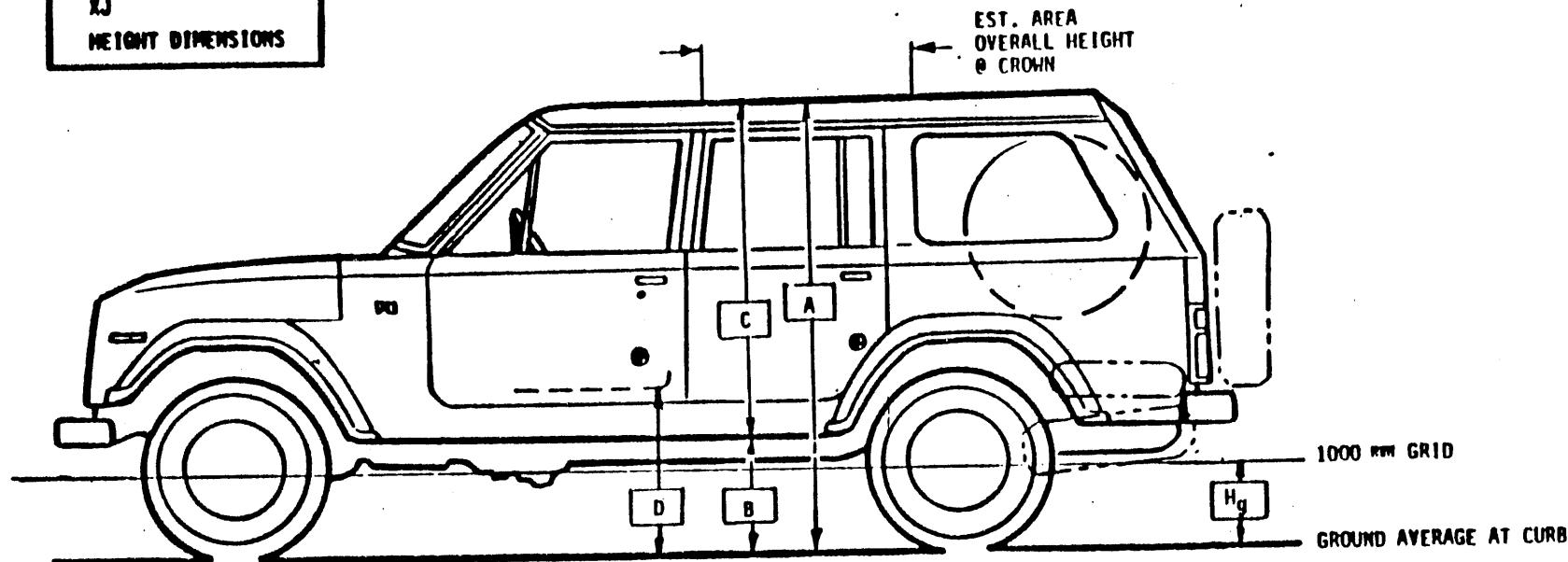
	KJ 4-DOOR		TOYOTA FJ55	WAGONEER	SJ-11	EAGLE WAGON	MERCEDES EXPLORER 4-DOOR	2ND REF. CHEVROLET CITATION 4-DOOR				
EXTERIOR					X							
• WHEELBASE	104.0		106.3	106.7	109.0	109.3	112.0	104.9				
• OVERALL LENGTH	169.3		184.1	186.3	189.3	186.2	179.0	176.7				
• OVERALL WIDTH - FRONT	71.0		30.9	31.3	34.1	34.2	33.5	35.3				
• OVERALL WIDTH - REAR	70.8		46.9	46.3	46.2	42.8	33.5	36.5				
• TRACK - FRONT	55.0		55.7	59.4	62.2	59.6	55.1	58.7				
• TRACK - REAR	55.0		55.1	57.8	60.5	57.6	55.1	57.0				
• OVERALL WIDTH @ B PILLAR	64.0		68.3	72.0	70.8	67.8	67.2	68.0				
HEIGHT & CLEARANCE @ CURB												
• OVERALL HEIGHT	63.4		73.4	66.2	65.8	56.0	76.8	54.1				
• SILL HEIGHT (BOTTOM SURFACE)	16.3			14.6	14.9	12.8						
• ENTRY STEP-OVER (ROCKER)	21.3			20.0	19.4	18.7						
• FRAME OR STRUCTURE HEIGHT	11.4			11.4	11.4	10.8						
• ANGLE OF APPROACH												
• ANGLE OF DEPARTURE												
• RAMP BREAK-OVER ANGLE												
INTERIOR												
• C/L FRONT WHEELS-TO-FRONT H POINT	58.1		62.3	58.7	57.6	57.7		52.9				
• H POINT COUPLE	31.0		32.8	35.6	36.0	31.6		30.9				
• HEADROOM - FRONT	38.5			38.0	38.3	38.1		38.1				
• HEADROOM - REAR	37.2			37.2	37.4	37.9		37.7				
• LEGROOM - FRONT	41.0			41.3	41.4	40.8		42.2				
• LEGROOM - REAR	34.7			37.0	40.1	36.1		35.5				
• SHOULDER ROOM - FRONT	56.0		56.0	58.3	59.1	54.0		56.3				
• SHOULDER ROOM - REAR	56.0		56.5	58.3	59.3	53.4		56.3				
• HIP ROOM - FRONT	56.0		57.0	60.5	59.7	54.4		55.1				
• HIP ROOM - REAR	56.0		57.0	60.5	60.2	53.6		55.0				
• WIDTH BETWEEN WHEELHOUSES	41.4		41.0	43.2	46.5	41.0						
• CARGO FLOOR LENGTH												
• REAR SEAT IN PLACE												
• REAR SEAT RETRAIED												

EA12-005-Chrysler-034267



	H _g		B	A	C	D
	VERTICAL HEIGHT GROUND TO 1000 mm GRID	TIRE SIZE	SILL HEIGHT TO GROUND AVERAGE (BOTTOM SURFACE)	OVERALL HEIGHT @ AVERAGE CURB	HEIGHT OF VISIBLE BODY (S.V.)	ENTRY STEP-OVER HEIGHT
STANDARD TIRE	14.2"	P215/75R-15	17.5"	65.0"	47.5"	22.5"
OPTIONAL TRACKER	15.3"	9 x 15 LT	18.6"	66.1"	47.5"	23.6"

**XJ
HEIGHT DIMENSIONS**

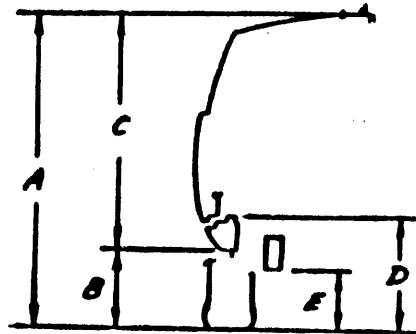


4 Door Wagon 104" WB

BALANCED PARALLEL TO 1000 mm GRID HORIZONTAL
FOR ALL STYLING MODELS AND BODY DRAWINGS.

	H _g		B	A	C	D
	VERTICAL HEIGHT GROUND TO 1000 mm GRID	TIRE SIZE	SILL HEIGHT TO GROUND AVERAGE (BOTTOM SURFACE)	OVERALL HEIGHT @ AVERAGE CURB	HEIGHT OF VISIBLE BODY (S.V.)	ENTRY STEP-OVER HEIGHT
STANDARD TIRE	13.0"	P195/75R-15	16.3"	63.4"	47.1"	21.3"
OPTIONAL TIRE	13.7"	P215/75R-15	17.0"	64.1"	47.1"	22.0"
OPTIONAL TRACKER	14.7"	9 x 15 LT	18.0"	65.1"	47.1"	23.0"

VEHICLE HEIGHT COMPARISON - XJ, YJ VS. COMPETITIVE

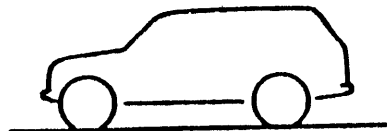


ALL HEIGHTS AT CURB LOAD
(HARD TOP BODY STYLES)

VEHICLE	OVERALL HEIGHT (A)	SILL HEIGHT (LOWEST VISIBLE) (B)	HEIGHT OF VISIBLE BODY (C)	ENTRY STEP OVER HEIGHT (D)	LOWEST STRUCTURE (E)
• <u>YJ</u> - BASE	65.0	17.5	47.5	22.5	12.6
- WIDE WHEEL	66.1	18.6	47.5	23.6	13.7
• <u>XJ</u> - BASE	63.4	16.3	47.1	21.3	11.4
- WIDE WHEEL	65.1	18.0	47.1	23.0	13.1
• <u>CJ-TYPE VEHICLES</u>					
. CJ-5, CJ-7	69.9	18.5	51.4	26.0	13.6
. DAIHATSU F20V	73.0	15.7	57.3	22.2	13.6
. TOYOTA FJ40V	76.0	19.3	56.7	26.4	15.3
• <u>MINI-PICKUPS</u>					
. LUV - 2WD	58.4	11.5	46.9	16.2	9.5
. LUV - 4WD	60.2	13.3	46.9	18.0	11.3
. TOYOTA - 4WD	66.5	20.5	46.0	24.8	18.1
• <u>EAGLE</u>	56.0	12.8	43.2	18.7	10.8
• <u>SENIOR 4WD</u>					
. SJ-11 - BASE	65.8	14.9	50.9	19.4	11.4
- WIDE WHEEL	67.7	16.8	50.9	21.3	13.3
. 1990 SENIOR - BASE	66.2	14.5	51.7	20.0	11.4
- WIDE WHEEL	67.7	16.0	51.7	21.5	12.9
. RANGE ROVER	69.0	15.6	53.4	19.0	13.4
. BLAZER	72.0	15.5	56.5	21.0	14.5
. BRONCO	74.8	18.0	56.8	23.5	16.3

ADVANCED VEHICLE ENGINEERING
08/27/79
REVISED: 09/12/79 (XJ-YJ)

BASIC PACKAGE SPECIFICATIONS
KJ 2-DOOR ALTERNATIVES VS. 2-DOOR UTILITY



	104.0 W.B.	85.5 W.B.		LADA	CJ-7 HARD TOP	MERCEDES EXPLORER SHORT W.B.	RANGE ROVER	FORD BRONCO	CHEVROLET BLAZER	CHEROKEE 2-DOOR WIDE WHEEL	SJ-11 2-DOOR WIDE WHEEL	
EXTERIOR												
• WHEELBASE	104.0	85.5		86.2	93.5	94.5	100.7	104.0	106.5	108.7	109.8	
• OVERALL LENGTH	169.3	150.8		146.2	149.7	161.5	173.5	180.3	184.4	186.3	189.3	
• OVERHANG - FRONT	27.0	27.0		27.2	23.5	33.5	28.5	31.9	33.4	31.3	34.1	
• OVERHANG - REAR	30.3	30.3		32.8	32.7	33.5	44.3	44.4	44.5	46.3	46.2	
• TRACK - FRONT	55.0	55.0		56.1	51.5	55.1	58.6	64.3	66.7	65.4	64.2	
• TRACK - REAR	55.0	55.0		55.0	50.0	55.1	58.6	64.4	63.7	62.3	62.5	
• OVERALL WIDTH @ B PILLAR	64.0	64.0		68.0	59.9	67.2	70.5	79.1	78.0	72.0	70.8	
HEIGHT & CLEARANCE @ CURB												
• OVERALL HEIGHT	63.4	63.8		65.4	69.9	76.8	69.0	74.8	72.0	67.7	67.7	
• SILL HEIGHT (BOTTOM SURFACE)	16.3	16.3		13.0	18.5		15.6	18.0	15.5	16.0	16.8	
• ENTRY STEP-OVER (ROCKER)	21.3	21.3		20.5	26.0		19.0	23.5	21.0	21.5	21.3	
• FRAME OR STRUCTURE HEIGHT	11.4	11.4		14.2	13.6		13.4	16.3	14.5	12.9	13.3	
• ANGLE OF APPROACH												
• ANGLE OF DEPARTURE												
• PIVOT BREAK-OVER ANGLE												
INTERIOR												
• C/L FRONT WHEELS-TO-FRONT H POINT	58.1	58.1		48.7	66.0		57.5	60.2	59.3	58.7	57.6	
• H POINT COMPLE	31.0	32.0		30.7	29.0		29.1	32.3	37.2	35.6	36.0	
• HEADROOM - FRONT	38.5	39.1		38.8	39.9		38.4	40.0	41.7	38.0	38.3	
• HEADROOM - REAR	37.2	38.2		36.4	39.6		37.2	38.7	39.9	37.2	37.4	
• LEGROOM - FRONT	41.0	41.0		39.5	39.1		38.5	40.0	40.6	41.3	41.4	
• LEGROOM - REAR	34.7	35.8		----	35.0		32.3	33.5	32.6	37.0	40.1	
• SHOULDER ROOM - FRONT	56.0	56.0		55.4	53.8		60.0	64.9	66.3	58.3	59.1	
• SHOULDER ROOM - REAR	56.0	56.0		55.0	56.3		60.0	64.2	64.8	58.3	59.3	
• HIP ROOM - FRONT	56.0	56.0		56.1	53.8		61.0	65.5	67.3	60.5	59.7	
• HIP ROOM - REAR	66.0	41.4		40.8	36.0		61.0	65.8	50.0	60.5	60.2	
• WIDTH BETWEEN WHEELHOUSES	41.4	41.4		39.0	36.0		42.8	50.9	50.0	43.2	46.5	
• CARGO FLOOR LENGTH												
• REAR SEAT IN PLACE												
• REAR SEAT REMOVED												

Circulate

FA20004

From the desk of D. N. RENNEKER

NR-J-1911

38

~~2~~

~~HAZEL~~

~~DNR~~

~~HAZEL~~ → DNR

Summary of H.S.R.I. Report
on Safety of Utility Vehicles.

It will no doubt start some
discussion - possibly action.

Let's get our thoughts together on:

A: FOR XJ & VJ AREAS?

B: CAN HIS MAKE REASONABLE REPRESENTATIONS
TO CS?

Be careful of statements and
especially actions or documentation
on this subject.

DNR.

✓ American Motors Corporation

IntraCompany Correspondence

To:
N. A. Azelborn

Location:
AMTEK

Copy To:
F. Castaing
D. L. Hittler
F. R. Kishline
J. E. MacAfee
J. P. Marchand
L. Massa
L. K. McDonald
J. K. Nemeth
S. R. Perkins
R. A. Rider
R. B. Temple
P. Ventre

From:
D. N. Renneker

Location - Ext:
Chassis Engineering
AMTEK/32546

Subject:
November Board Report
Chassis Engineering

Date:
November 3, 1983

8400 PROGRAMS

- Cost Reduction - Work in process on resourcing of 13 XJ and X-42 components for cost saving purposes.
- Product Improvement - Major action improvement programs-X-42:
 - Cooling system reliability
 - Brake performance
 - Reduction in "idle shake" and "cannon noise"

8500 PROGRAMS

- XJ - 2.1L Diesel - Design releases and pilot parts on schedule.
- X-42, 37 - Brake temperature problem with 1.7L engine has been eliminated by adding air scoops to the dust shields and utilizing vented wheel covers.

8600 PROGRAMS

- XJ Truck - Details of foot operated parking brake being finalized. Chassis content of optional metric ton payload package identified.
- CJR - First frontal barrier impact test has identified some problems in frame crush mode. A joint program is in process with Budd Co. to develop a fix package and retest before the end of the year.

FUTURE PROGRAMS

- X-52 - Work on suspension ride and NVH upgrade is in process.

N. A. Azelborn
Page 2
November 3, 1983

FUTURE PROGRAMS (Cont.)

- X-58 - Preliminary studies in process on cooling system, steering, suspension and brake systems.

ADVANCE DEVELOPMENT

Advance programs are underway on fluid damped engine mounts, electrically powered steering gears, anti-skid brake control systems and electronically tuned shock absorbers.

D. N. Renneker
D. N. Renneker

/dlh

1 STATE OF TEXAS
2 IN THE 23RD JUDICIAL DISTRICT, BRAZORIA COUNTY
3
4 BONMEE SIHANOURAJ, et al.,
5 Plaintiffs,
6 vs.
7 Civil Action
8 AUGUSTINE AROCHA, et al., No. 94-C-0653
9 Defendants.

10 _____/

11 APPEARANCES:

12 PERRY & HAAS,
13 2300 Texas Commerce Plaza, P.O. Box 1500,
14 Corpus Christi, Texas 78403-1500.
15 BY: MIKAL C. WATTS.

16 And
17 SUSMAN GODFREY, L.L.P.,
18 5100 First Interstate Bank Plaza,
19 1000 Louisiana, Houston, Texas 77002-5096.

20 BY: MICHAEL A. LEE.
21 For the Plaintiffs.

22

23

24 VIDEOTAPE DEPOSITION OF DENNIS RENNEKER

25 (Taken February 2, 1995)

1 APPEARANCES (Continued):
2 MILLER, CANFIELD, PADDOCK & STONE,
3 150 West Jefferson, Suite 2500,
4 Detroit, Michigan 48226-4415.
5 BY: STEPHEN J. OTT.
6 And
7 CHRYSLER MOTORS CORPORATION,
8 12000 Chrysler Drive, CIMS 413-05-10,
9 Highland Park, Michigan 48288-1919.
10 BY: LOUANN VAN DER WIELE.
11 For the Defendant Chrysler Corporation.
12 BARNARD & WOODBURN, L.L.P.,
13 Amarillo National Bank Building, Plaza I,
14 Suite 1002, Amarillo, Texas 79105.
15 For the Defendant Brahme.
16 BY: GARY W. BARNARD.
17 PASSMAN & JONES, P.C., 2500 Renaissance Tower,
18 Dallas, Texas 75270.
19 For the Defendant Town West Ford, Inc.
20 BY: CLARK GREEN.
21 TEKELL, BOOK, MATTHEWS & LIMMER, L.L.P.,
22 3600 Two Houston Center, Houston, Texas 77010.
23 For the Defendant Arocha.
24 BY: TODD A. KISSNER.
25 ALSO PRESENT: Norman Calfin, Video Technician

The videotape deposition of DENNIS RENNEKER, a witness in the above-entitled cause, taken before Diane L. Szach, Certified Shorthand Reporter and Notary Public in and for Oakland County, Michigan, at 29580 Northwestern Highway, Suite 110, Southfield, Michigan, on the 2nd day of February, 1995, commencing at 9:00 o'clock A.M., pursuant to the Texas Court Rules.

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E X H I B I T S

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Deposition Exhibit 167	119

1 VIDEO TECHNICIAN: This is the
2 videotape deposition of Chrysler Corporation by and
3 through Dennis Renneker, Case No. 94-C-0653 being
4 taken at National Court Reporting, 29580
5 Northwestern Highway, Suite 110, Southfield,
6 Michigan. Today's date is February 2nd, 1995 and
7 the time is 9:06:09. My name is Norm Calfin, Video
8 Technician for Personna Video located in West
9 Bloomfield, Oakland County, Michigan.

10 Will the attorneys please
11 introduce themselves.

12 MR. WATTS: My name is Mikal
13 Watts. I represent the plaintiffs.

14 MR. LEE: My name is Michael Lee
15 for the plaintiffs.

16 MR. BARNARD: Gary Barnard for
17 third-party defendant, Mr. Brahme.

18 MR. KISSNER: Todd Kissner for
19 Mr. Arocha.

20 MR. GREEN: Clark Green for Town
21 West Ford Sales, Inc.

22 MS. VAN DER WIELE: Louann
23 Van Der Wiele for Chrysler Corporation.

24 MR. OTT: Steve Ott representing
25 Chrysler Corporation, and for purposes of the

1 record, I think perhaps contrary to the
2 announcement, this is not the deposition of Chrysler
3 Corporation through Mr. Renneker but in fact of
4 Mr. Renneker.

5 MR. WATTS: I agree with that.

6 VIDEO TECHNICIAN: Will the court
7 reporter please swear in the witness.

8 (Whereupon the witness was
9 sworn).

10 DENNIS RENNEKER

11 having been first duly sworn was examined and
12 testified on his oath as follows:

13 EXAMINATION

14 BY MR. WATTS:

15 Q. What is your name, please?

16 A. Dennis Renneker.

17 Q. Mr. Renneker, my name is Mikal Watts. I'm an
18 attorney from Corpus Christi, Texas. You understand
19 that we're here to take your deposition in
20 conjunction with a lawsuit that my firm has filed on
21 behalf of two families down in Texas arising out of
22 a rear end collision that occurred in 1993 in
23 Houston, Texas in which a fuel fed fire resulted and
24 three people burned alive in a 1986 Jeep Cherokee?

25 A. I'm sorry, is that a question?

1 Q. Yes. The question is do you understand that that's
2 why we're here to take your deposition?
3 A. Yes, I do.
4 Q. All right. Before we get into the crux of your
5 testimony and what you know about the specific facts
6 relating to the vehicle, I want to get some
7 background information from you. First of all, what
8 is an address that you can be reached at?
9 A. My current address is 1189 Foxwood Court in
10 Bloomfield Hills, Michigan.
11 Q. What's the zip code there?
12 A. 48304.
13 Q. And a phone number you can be reached at?
14 A. Area code 810 852-6753.
15 Q. Mr. Renneker, the Subpoena Duces Tecum attached to
16 your deposition notice asked that you bring a
17 curriculum vitae or some sort of a personal history
18 and description of your job histories in the past.
19 Do you have such a document with you?
20 A. No, I don't. The only document I had was the
21 corporate personal history record.
22 Q. Okay.
23 MR. WATTS: Do we have that?
24 MR. OTT: I do not have it, no.
25 MR. WATTS: Okay.

1 MR. OTT: We did ask if he had a
2 current personal resume, and I understood that he
3 did not.

4 MR. WATTS: All right.

5 (Deposition Exhibit 162 was
6 marked for identification).

7 Q. (By Mr. Watts): Let me hand you Discovery Exhibit
8 No. 162 which I'll mark as Plaintiffs' Notice of the
9 Oral Deposition Duces Tecum of the witness Dennis
10 Renneker. Have you seen that document before?

11 A. No, I haven't.

12 Q. Okay. The Subpoena Duces Tecum attached to that
13 document asked that you bring a curriculum vitae,
14 and that's okay that you didn't bring it because
15 I've read other depositions that you've given, but
16 it also asks that you bring any documents in your
17 possession relating to the design and the
18 development of the XJ vehicle or the Jeep Cherokee
19 and Wagoneer. Do you have any such documents in
20 your possession?

21 A. No, I don't.

22 Q. Are you aware of any such documents presently in
23 existence?

24 A. Well, when I left the job in which I was working on
25 at Cherokee, I left the documents relative to it in

1 my office to my -- the person that took my job. So
2 I'm sure they're in the corporate records somewhere.

3 Q. In a minute we're going to get into your job
4 history, but there was a point in time I believe in
5 September of 1981 when you changed job functions
6 from the director of advanced vehicle engineering of
7 American Motors to the director of drive train
8 engineering, is that right?

9 A. That's right.

10 Q. And is that the point in time in which you're saying
11 that any documents that you had relating to the
12 design and development of the Jeep Cherokee would
13 have been left with your successor?

14 A. Well, the documents relative to that job, when I
15 went to drive train engineering, I worked on the
16 drive train of the Cherokee, so there would have
17 been other documents there.

18 Q. Fair enough. All right. Let me get a little
19 background information on you. As I understand it
20 you went to college at the General Motors Institute?

21 A. That's right.

22 Q. And you received a Bachelor's degree in mechanical
23 engineering?

24 A. Yes, I did.

25 Q. Then you also went to the Massachusetts Institute of

1 Technology where you received a Master's degree in
2 mechanical engineering?

3 A. That's right.

4 Q. When you got out of school, where did you go to
5 work?

6 A. I went to work at the Chevrolet Division of General
7 Motors.

8 Q. And what year would that be, sir?

9 A. That would have been 1963.

10 Q. Okay. And how long did you work for the Chevrolet
11 Division of General Motors?

12 A. Well, I started working there in 1958. I was
13 employed by them as -- while I was going to General
14 Motors Institute. I quit and went to Chrysler in
15 1964.

16 Q. One of the things that General Motors requires or
17 that General Motors Institute requires is that you
18 have some sort of an automotive industry sponsor to
19 put you through school, is that right?

20 A. Well, at that time you had to be hired by a General
21 Motors division.

22 Q. All right. And in conjunction with that
23 requirement, you worked for the Chevrolet Division
24 while you were going through college?

25 A. That's right.

1 Q. After you got out of college, what was it that was
2 your first postgraduate job?

3 A. When I went back to work for Chevrolet -- it was a
4 long time ago -- I believe I was in the computer
5 analysis group.

6 Q. How long did you work for Chevrolet after getting
7 out of college?

8 A. Just a year or year and a half.

9 Q. And that would take us sometime into 1964. Where
10 did you go to work then?

11 A. I went to work for Chrysler Corporation.

12 Q. Okay. In 1964 when you went to work for Chrysler
13 Corporation, what did you do for them?

14 A. I went to work in the advanced chassis engineering
15 group.

16 Q. All right, sir. And how long did you work as an
17 engineer in the advanced chassis group of Chrysler
18 Corporation?

19 A. I was in various functions of that group for ten
20 years.

21 Q. And in 1974, did you leave Chrysler to join the
22 American Motors Corporation?

23 A. Yes, I did.

24 Q. And in 1974 when you joined the American Motors
25 Corporation, was it in a position of chief engineer

1 of advanced chassis engineering here at AMC?

2 A. Yes, it was.

3 Q. Okay. And at the American Motors Corporation, the

4 advanced chassis engineering group had primary

5 responsibility for what parts of the vehicle?

6 A. Well, we had responsibility for the advanced design

7 of any all new corporate vehicle, and the chassis

8 department did basically the chassis, frame, running

9 gear.

10 Q. Okay. When we talk about the chassis of a vehicle

11 and the responsibility that advanced chassis

12 engineering had at AMC at that time, would that

13 include things such as the frame, the fuel tank, the

14 exhaust system and surrounding structure?

15 A. Well, if there was a frame, certainly. Depends on

16 whether it's a unibody or not, but certainly the

17 fuel tank, exhaust system and we really had

18 responsibility for the overall packaging of the

19 vehicle.

20 Q. Okay. Assuming that there is a unibody vehicle that

21 you were working on, did you have responsibility for

22 the unibody construction as well?

23 A. Well, we had some responsibility to lay out the

24 basic structural members, but there was an advanced

25 body group that really had the detailed

1 responsibility of designing actual sheet metal body
2 components.

3 Q. All right. Now, as I understand your work history,
4 you were the chief engineer of advanced chassis
5 engineering at AMC between 1974 and 1977, is that
6 correct?

7 A. That's right.

8 Q. And then at that point in time you got a promotion
9 and you were made the director of advanced vehicle
10 engineering of the American Motors Corporation?

11 A. That's right.

12 Q. And that promotion took place in 1977?

13 A. I believe so.

14 Q. Okay. And when you were promoted to the director of
15 advanced vehicle engineering of American Motors, did
16 that put you over the chief engineer for advanced
17 chassis engineering?

18 A. Yes, it did.

19 Q. What other functions were below you in your capacity
20 as director of advanced vehicle engineering?

21 A. It was always advanced chassis and advanced body. I
22 think at some -- we were always reorganizing. At
23 some points there was also some advanced development
24 group.

25 Q. Okay. So would it be fair for me to assume that as

1 of about 1977, you were the person within the
2 American Motors Corporation that had direct
3 responsibility or at least oversight responsibility
4 over the advanced chassis work and the advanced body
5 work on future new vehicles being developed by the
6 company?

7 A. That's correct.

8 Q. Okay. And you remained the director of advanced
9 vehicle engineering until September of 1981, is that
10 right?

11 A. 1981. I'm not sure of the month.

12 Q. Okay. Do you have any more specific recollection?
13 I think you've testified in previous cases it was in
14 September, but I'm not going to hold you to it.

15 A. My memory is just not that good. It's 1981, I'm
16 sure of that.

17 Q. Okay. So from 1977 until sometime in 1981, you held
18 the job of director of advanced vehicle engineering?

19 A. That's correct.

20 Q. All right. And by the way, while you held that job,
21 did you have advanced drive train engineering below
22 you or was there such a beast within American
23 Motors?

24 A. No, there was no advanced drive train group.

25 Q. Okay. Now, in September of 1981, you changed your

1 job function or kind of had a lateral move to
2 director of drive train engineering, is that right?
3 A. That's right.
4 Q. Now, before we have talk about what you did in drive
5 train engineering, would it be a correct statement
6 that advanced vehicle engineering is the department
7 within American Motors that has the job of creating
8 the initial designs of new corporate vehicles,
9 creating the design and building the prototypes,
10 taking that design to a certain point and then
11 handing it off to the production engineering people?
12 A. Yes. There was some difference at some point on how
13 prototypes were done, but in general that's an
14 accurate statement.
15 Q. All right, sir. And for example on the vehicle
16 which later became known as the Jeep Cherokee and
17 Wagoneer beginning with the 1984 model year, that
18 was a vehicle line with the code name XJ, is that
19 right?
20 A. That's right.
21 Q. And while you were the director of advanced vehicle
22 engineering at American Motors in the late 70's and
23 early 1980's, American Motors was conducting the
24 advanced vehicle engineering on the XJ line of
25 vehicles?

1 A. That's right.

2 Q. If you would, sir, when did the advanced vehicle
3 engineering project for the XJ line begin?

4 A. I'm not sure. I don't really remember. It would
5 have been sometime in that time period.

6 Q. Okay. If documents produced suggest somewhere in
7 the 1979 time frame, would that comport with your
8 general recollection?

9 A. I would not argue with any data on a document. I
10 just don't -- my memory for dates is just not that
11 good.

12 Q. That's fine. Is your memory with dates good enough
13 to provide us with some idea as to when it was that
14 the advanced vehicle engineering department of
15 American Motors transferred responsibility for the
16 XJ program over to the production engineers?

17 A. Not really. I would have to look up documents.

18 Q. Okay. With regard to responsibility for fuel system
19 design on the XJ line of vehicles, would it be a
20 fair characterization that your direct
21 responsibility for the design as it effected the
22 fuel system integrity of the XJ vehicles ended when
23 advanced vehicle engineering transferred the XJ
24 product or project over to the production engineers?

25 A. Well, the responsibility of advanced vehicle

1 engineering was to do the initial engineering of the
2 car, build a prototype, take it through some amount
3 of testing, inform the corporation of basically what
4 its characteristics were so they could make a
5 decision whether to go ahead with the project or
6 kill the project. At that point if the project went
7 ahead, it was transferred to the production
8 engineering group, so we didn't really finish the
9 design of anything. We basically did preliminary
10 design.

11 Q. Okay. Although you don't remember the specific
12 dates of the hand-off to the production engineers,
13 would it be safe for us to assume that by the time
14 you became the director of drive train engineering
15 in 1981, that that hand-off had already occurred?

16 A. I'm not sure that would be safe to assume.

17 Q. Okay. Do you recall a point in time after you
18 became the director of drive train engineering in
19 1981, that advanced engineering came to your office
20 and your successor said I am now transferring the XJ
21 project to you as one of the production engineers
22 responsible for drive train engineering?

23 A. Well, there was never an official meeting like
24 that. There were many periodic corporate meetings.
25 Sometimes transfer to one department happened at a

1 different time than transfer to another department.
2 There would have been a time certainly when my group
3 and production drive train engineering started their
4 production design of the XJ -- of their XJ
5 components.

6 Q. All right. By the way, explain for the jury what a
7 drive train is and what drive train engineering did?

8 A. Drive train engineering had responsibility for
9 transmissions, clutches, prop shafts, axles, and I
10 believe at that time we had cooling systems and
11 exhaust systems.

12 Q. Did drive train engineering have direct
13 responsibility over the rear axle of the XJ?

14 A. Yes.

15 Q. Okay. And so the particular components attached to
16 the rear axle of the XJ vehicle would be under the
17 responsibility of drive train engineering?

18 A. Drive train engineering released the axle assembly.
19 There were things like springs and shock absorbers
20 that bolted to that axle assembly which would have
21 been released by the chassis department.

22 Q. Okay. Who had responsibility for the rear bumper
23 and the way it was fixed to the vehicle for example?

24 A. I believe that would have been body engineering.

25 Q. Okay. And who was the body engineer that had

1 primary responsibility for the XJ?

2 A. I believe at that time it was a gentleman who I

3 believe has since passed away, Carl Mitchell.

4 Q. Okay. Mr. Renneker, have you reviewed any documents

5 in preparation for your deposition here today?

6 A. No, I haven't.

7 Q. Have you read any depositions?

8 A. No.

9 Q. Have you had an opportunity to have discussion with

10 Chrysler's attorneys in this case?

11 A. Yes.

12 Q. Okay. Are you presently employed by the Chrysler

13 Corporation?

14 A. Yes, I am.

15 Q. Are you employed by the Chrysler Corporation in such

16 a position that you have the authority to retain

17 legal counsel on behalf of American Motors or

18 Chrysler?

19 A. That's not my job function. Whether I'm entitled to

20 do that, I have no idea. I've never done it.

21 Q. As you understand your authority, it does not

22 include the ability to hire legal counsel on behalf

23 of the corporation?

24 A. That's probably true.

25 Q. Okay. Let me go back to your work history at AMC

1 for a little bit. In 1983 did you leave drive train
2 engineering for another function?

3 A. Yes. I was transferred to chassis engineering.

4 Q. All right. And do you remember when it was in 1983
5 that you were transferred to chassis engineering?

6 A. No, I don't.

7 Q. Okay. Do you recall whether subsequent to the time
8 that you were transferred to chassis engineering,
9 whether you did any work on the original model year
10 of the XJ?

11 A. Yes, I'm sure I did. As an '84 model, the XJ would
12 have gone into production in summer of '83, so I'm
13 sure -- I was responsible for the final production
14 engineering of the drive train components.

15 Q. Okay. That was kind of a round about way for me to
16 ask you when was it in 1983 that you got transferred
17 to chassis because I don't know, but really my
18 question is were you transferred to chassis before
19 the vehicle went on line?

20 A. I don't remember.

21 Q. Okay.

22 A. No matter how many times you ask me, I still don't
23 remember.

24 Q. Well, I mean, if you have a specific recollection of
25 working on the XJ, then obviously you were

1 transferred before. If you didn't, maybe you were
2 transferred after, and that's what I'm trying to
3 get. Do you have any recollection in your capacity
4 as the director of chassis engineering of working on
5 the XJ before it went on line?

6 A. Relative to the chassis of the car?

7 Q. Sure.

8 A. You're really confusing me here. Let me try to
9 explain exactly what I did, and then you can make
10 whatever you want to of it. From '81 to '83, I was
11 responsible for the drive train of the XJ. My group
12 designed that drive train, tested it, released it
13 for production and would have been into solving all
14 the production launch problems. At some point I
15 left that job and went to chassis. At that point
16 the chassis design would have been all completed by
17 my predecessor, and we would have been into a launch
18 phase, and I would have picked it up and stopped
19 working on drive train components and started on
20 chassis, whether that would have -- I don't see any
21 particular significance to whether that would have
22 happened a month before production, right at
23 production or a month after production.

24 Q. Well, the significance to me is I want to know
25 whether you were directly involved with any of the

1 preproduction or prelaunch work on the chassis of
2 the XJ, and if you remember that you were, I'd like
3 for you to tell me, and if you don't, you can tell
4 me that as well.

5 A. No, I was not. Definitely any time during '83 if I
6 had been -- when I was transferred there, the
7 chassis work would have been all basically
8 completed, in tooling and in final launch.

9 Q. All right. Now, how long have you been the director
10 of chassis engineering of American Motors or how
11 long did you serve in that capacity?

12 A. From '83 to '86.

13 Q. And in 1986 what did you do?

14 A. Became director of body and electrical engineering I
15 believe.

16 Q. And how long did you serve in that capacity?

17 A. Until the -- until the purchase by Chrysler
18 Corporation. It would have been '87.

19 Q. And after the purchase of American Motors by the
20 Chrysler Corporation, did you go to work for
21 Chrysler?

22 A. Yes, I did.

23 Q. In what capacity?

24 A. At that point the basic American Motors group became
25 the Jeep Truck group of Chrysler Corporation. So I

1 retained my body engineering responsibility for Jeep
2 Truck with Chrysler.

3 Q. And how long did you work as director of body
4 engineering for Jeep Truck of Chrysler?

5 A. I believe it was until '89, early '89.

6 Q. And in early 1989, what did you begin to do?

7 A. I was transferred to the large car platform of
8 Chrysler Corporation to work on the LH vehicles.

9 Q. And what was your job title when you were working on
10 the LH?

11 A. Executive engineer of body in white and chassis for
12 large car platform.

13 Q. How long did you work in that capacity?

14 A. Well, I'm basically back in that capacity now.

15 Q. Okay. So since 1989 you've basically worked in the
16 large car platform?

17 A. That's right.

18 Q. Working on body and electrical engineering issues?

19 A. Not electrical, body in white and chassis.

20 Q. Okay. And that's what you're presently doing today?

21 A. That's right.

22 Q. Okay. I want to take you back to the period in time
23 between 1977 and 1981 when you were the director of
24 advanced vehicle engineering of the American Motors
25 Corporation, and I want to ask you the types of

1 decisions that advanced vehicle engineering made the
2 initial design decisions on. First of all, with
3 regard to where to locate the fuel tank on the XJ,
4 was that decision made by advanced vehicle
5 engineering?

6 A. Yes, it was.

7 Q. All right. With regard to the fuel tank volume or
8 the size of the fuel tank that was going to go with
9 the XJ, was that decision made by the advanced
10 vehicle engineering department?

11 A. Yes.

12 Q. With regard to the material composition of the fuel
13 tank whether it be turn-plated steel or high density
14 polyethylene or some other material, was that
15 decision made by the advanced vehicle engineering
16 department?

17 A. It was, although some of those decisions could have
18 been later reversed by the production group had they
19 chosen to do that.

20 Q. Okay. The initial design decision with regard to
21 these matters was made by advanced vehicle
22 engineering?

23 A. That's correct.

24 Q. Okay. With regard to the clearance distances
25 between the fuel tank and other components of the

1 chassis and body, were those decisions initially
2 made by the advanced vehicle engineering department?

3 A. Yes.

4 Q. Okay. With regard to the decision of whether or not
5 to place a shield around part or all of the fuel
6 tank on the XJ, was that decision made by advanced
7 vehicle engineering?

8 A. Well, an initial decision -- we basically made
9 initial decisions and had to leave space. As far as
10 whether that would actually be designed, put on the
11 car and put in production, that's a decision that
12 would be made later by the production group.

13 Q. All right. Would it be a fair characterization that
14 the initial design decision whether or not to put a
15 shield on the vehicle would have been made by
16 advanced vehicle engineering?

17 A. That's right.

18 Q. Okay. And the initial design decision with regard
19 to how to clean up the environment around the fuel
20 tank so as to not allow it to present a hostile
21 environment in the event of a collision, were those
22 types of decisions made by advanced vehicle
23 engineering?

24 A. I'm not sure what you mean by clean up the
25 environment. We did the initial design of the

1 automobile, layout of the components, where the fuel
2 tank went, where it was located relative to other
3 components.

4 Q. Okay. Let me see if I can't repeat a discussion I
5 had with Mr. Seidl about this issue. It's a basic
6 tentative chassis engineering that the fuel tank
7 ought not to be placed in close proximity with sharp
8 bolt heads, sharp corners, things that can perforate
9 or puncture the fuel tank in the event of a
10 collision, would you agree with that concept in
11 general?

12 A. Well, it's certainly a concern. You don't want your
13 fuel tank to be punctured in a foreseeable
14 situation.

15 Q. Yes. And really what I'm trying to get at is this
16 process of trying to make sure that there aren't
17 bolts facing towards the fuel tank or sharp corners
18 or things in close proximity to the fuel tank that
19 could puncture it in the event of a collision, was
20 that process -- were those initial design decisions
21 made in advanced vehicle engineering?

22 A. Well, partially. Advanced vehicle engineering
23 didn't do the production final design of anything.
24 We did preliminary packaging and built preliminary
25 prototypes. So we would have designed the fuel

1 tank, placed it, and we would have had bolts and
2 things around it, but all those things would have
3 been redesigned before the vehicle went into
4 production or could -- in some cases the production
5 design looked exactly like the one that advanced
6 vehicle did sometimes. Some cases it would change.
7 So we did a preliminary design and tried to take all
8 of those things into account as best we could.

9 Q. All right. I think what you're telling me is with
10 regard to all these different factors I'm talking
11 about, all of them are reversible by the production
12 engineers, they're not necessarily reversed, but
13 sometimes they're changed?

14 A. That's right, as a result of testing or --

15 Q. But in terms of what advanced vehicle engineering
16 does, you all put together the vehicle and made the
17 initial design decisions with regard to how to clean
18 up the environment around the fuel tank, so that you
19 don't have bolts facing the fuel tank that may
20 puncture it?

21 A. Well, I guess I have trouble with your cleaning up
22 the environment. There was no -- we created -- we
23 created the environment. We had certain standards
24 that we had to pass as far as the fuel tank crush
25 test, and we designed everything to the best of our

1 ability to pass those tests without puncturing the
2 tank.

3 Q. I think you're right that my chose of words is a
4 poor one. A cleaning of an environment assumes that
5 there is a bad environment to start with and you've
6 got to do some fixing. Let me see if I can't reask
7 the question this way. You all did the design work,
8 the initial design decisions to structure the fuel
9 system in such a way that you prevented the
10 existence of a hostile environment surrounding the
11 fuel tank?

12 MR. OTT: Let me just object. I
13 think this question's been asked and answered
14 several times.

15 Q. (By Mr. Watts): Go ahead, sir. I think we're all
16 getting there.

17 A. Well, when a vehicle gets out in the real world,
18 there's an infinite number of accident situations
19 that it could encounter. In the design phase, we
20 have a specific federal rear impact test that's a
21 very well-defined test, and we design to make sure
22 that we can pass that test with a good allowance,
23 compliance allowance, and in addition to that we try
24 and use good practice to the best of our ability to
25 make sure that nothing else unusual would happen,

1 but we -- it's impossible to think through every
2 possible thing that could possibly happen to the
3 vehicle. Our primary -- our primary work relative
4 to whether a bolt would or wouldn't encounter the
5 fuel tank would be relative to the specific federal
6 rear barrier test.

7 Q. Okay. Let me see if I can't simplify the question a
8 little bit. The initial design decisions as to what
9 types of bolts, what types of nuts, what types of
10 attaching mechanisms were put into the vehicle near
11 the fuel tank, the initial design decisions with
12 regard to that were made by advanced vehicle
13 engineering, is that correct?

14 A. That's correct.

15 (Deposition Exhibit 163 was
16 marked for identification).

17 Q. (By Mr. Watts): Okay. Now, I want to talk to you a
18 little bit about each of those for a little bit and
19 get some information from you. First I want to talk
20 with you about the issue of the location of the fuel
21 tank and I want to hand you a document that I've
22 marked as Discovery Exhibit No. 163. It's a
23 document that you apparently wrote dated September
24 13th, 1979 entitled Revised Package Dimensions, XJ
25 and YJ Vehicles, and it's sent to a number of

1 individuals. Why don't you take a look at that,
2 please.

3 MR. OTT: While he's looking at
4 that, do you -- do you happen to know the number on
5 the copy of this that we produced?

6 MR. WATTS: No.

7 MR. OTT: For reference
8 purposes?

9 MR. WATTS: I didn't know there
10 were going to be produced.

11 MR. OTT: Okay.

12 MR. WATTS: I can probably find
13 that for you, though, if you need it.

14 MR. OTT: I'll let you know.
15 Thanks.

16 MR. WATTS: In fact, my guess
17 would be it's one of the discovery exhibits I used
18 with Thornton.

19 MR. OTT: Okay.

20 MR. WATTS: Which will help
21 narrow it down.

22 MR. OTT: For purposes of the
23 record, you may have indicated, I'm not sure, this
24 is dated September 13th, 1979.

25 MR. WATTS: Right.

1 MR. OTT: Okay.

2 Q. (By Mr. Watts): Mr. Renneker, did you write this
3 document?

4 A. Well, it would have been published by my
5 department.

6 Q. Okay. And does this appear to be the type of
7 document that would have been published by your
8 department in the normal course of doing the
9 advanced vehicle engineering on the particular lines
10 of vehicles?

11 A. Yes.

12 Q. All right. And would it be a fair characterization
13 that this document is one way in which you were
14 speaking to your superiors and transmitting various
15 packaging information concerning the XJ and the YJ
16 vehicles to them?

17 A. Yes.

18 Q. I want to direct your attention to Page 4 of the
19 document which I guess is the back of the second
20 page. Do you see the diagram of the XJ there?

21 A. Why don't you identify it. They're not numbered.

22 Q. I'm sorry, I'm talking about Page 6 of the document
23 I guess. I'm sorry about that. There is a diagram
24 I think on the back of the third page, it says XJ
25 Height Dimensions and then it has a picture of what

1 is going to be the XJ, is that correct?

2 A. It has a drawing, yes.

3 Q. All right. And the drawing shows the fuel tank

4 behind the rear axle just in front of the rear

5 bumper, is that right?

6 A. I don't know whether that's a fuel tank or a spare

7 tire or what it is.

8 Q. Well, as the director of advanced vehicle

9 engineering for the XJ in the late 1970's, can you

10 give me your best estimation as to what that is?

11 A. I can't remember if we were -- I think they're

12 showing -- I think we were showing optional spare

13 tire locations here. I think all three of those are

14 -- at this time I think we probably hadn't

15 solidified where the spare tire was going to go. I

16 can't really speculate. We did thousands of

17 drawings like this during the development of the

18 car. Whether the fuel tank was located at this

19 point or not, I don't know.

20 Q. Where are the thousands of drawings that you did?

21 I haven't gotten any of them. Do you know where

22 they were when you left or anything like that?

23 A. Working drawings, most of them don't get saved.

24 Q. Okay. So as you look at that drawing, you don't see

25 a fuel tank behind the rear axle just in front of

1 the rear bumper? You think that's a spare tire?

2 A. It could be.

3 Q. Okay. Can you tell me then how early in the

4 advanced vehicle engineering process it was that the

5 advanced vehicle engineering department made the

6 decision to package the fuel tank behind the rear

7 axle in front of the rear bumper?

8 A. I can't really tell you that.

9 Q. Okay. Can you tell me, do you recall any design

10 work relating to any consideration of using an

11 alternate location other than behind the rear axle

12 just in front of the rear bumper?

13 A. Yes, I'm sure we looked at packaging it under the

14 floor forward of the axle.

15 Q. Okay. Tell me what you remember about what was done

16 to consider whether the fuel tank could be packaged

17 in front of the rear axle under the floor pan?

18 A. Well, I believe we did some design work and

19 concluded that there just wasn't enough space there.

20 Q. Who did the design work?

21 A. It would have been done by my advanced engineering

22 department.

23 Q. Okay. Did you personally work on it?

24 A. I oversaw the work. I didn't draw any lines.

25 Q. Who was it that you oversaw working on this project?

1 A. I don't remember. Various people worked for me over
2 the years.

3 Q. Okay. Tell me about the design work that was done
4 that you recall?

5 A. Well, it was normal. It's a normal packaging
6 function when you're packaging a vehicle to try and
7 find a space for a fuel tank of the size that you
8 want and a space for the spare tire that gives you
9 the most satisfactory overall package. There were
10 two possibilities on this vehicle, forward of the
11 axle or rearward of the axle. We would have liked
12 to have gotten the -- we felt both of them were
13 adequate locations from a safety and integrity point
14 of view. We would have liked to have gotten the
15 axle or the fuel tank forward of the axle. That
16 would have allowed us to put the spare tire flat on
17 the floor behind the axle, and we would have not had
18 to have the spare tire in the compartment. So we
19 tried very hard to get the fuel tank packaged
20 forward of the axle. We were just not able to --
21 there just wasn't enough room in this vehicle to do
22 it.

23 Q. What are the safety advantages that you see of
24 placing the fuel tank in front of the rear axle as
25 opposed to behind it?

1 MR. OTT: If any.

2 THE WITNESS: I think both of

3 them are -- can be made -- can be engineered to be

4 safe locations. I think the majority of the rear

5 wheel drive vehicles in the world at that time had

6 the tank rearward of the axle for the same reasons

7 we ran into. It's a very unusual vehicle where

8 you'd have enough room to package it forward. We

9 did not on this vehicle.

10 Q. (By Mr. Watts): Objection, non-responsive. What

11 are the design benefits that you see, if any, to

12 placing the fuel tank in front of the rear axle as

13 opposed to behind it?

14 MR. OTT: In addition to the

15 spare time tire one he's already mentioned.

16 MR. WATTS: If he wants to

17 include that in his answer, have at it.

18 MR. OTT: Well, I just wanted to

19 make it clear he had given one, but if there are

20 others, sure.

21 THE WITNESS: Well, it's like --

22 it's got advantages and disadvantages.

23 Q. (By Mr. Watts): All right. Well, what I want to do

24 is get those advantages and disadvantages from you.

25 What are the advantages that you see from the

1 standpoint of safety of placing the fuel tank in
2 front of the rear axle as opposed to behind it?
3 A. I don't believe there are any advantages from the
4 standpoint of safety.
5 Q. All right. You said it's got advantages and
6 disadvantages. The advantage that you see of doing
7 that would not relate to safety, is that right?
8 A. That's right.
9 Q. And that would be the ability to put the spare tire
10 in the floor?
11 A. That's right.
12 Q. Okay. Any other advantages?
13 A. Not that I can think of.
14 Q. All right. What are the disadvantages that you see
15 of placing the fuel tank in front the rear axle as
16 opposed to behind the rear axle?
17 A. Usually gives you a much longer filler arrangement
18 which is more difficult to do. It generally results
19 in a long and slender tank which is much more
20 difficult to keep from creating slosh noises and
21 much more difficult to put an accurate sending unit
22 in.
23 Q. Anything else?
24 A. Well, it's next to the -- it's next to the spinning
25 prop shaft of the vehicle, and there is always some

1 concern that if a prop shaft failed and whipped
2 around, it would be -- it could impact the tank.

3 Q. Okay. Now, you've told me before that the rear axle
4 location could be engineered to be just as safe as
5 the forward of the axle location, is that correct?

6 A. I believe either one of them provides an adequate
7 level of safety.

8 Q. What are the special challenges that exist when a
9 decision is made to place the fuel tank behind the
10 rear axle just in front of the rear bumper?

11 A. Well, any fuel tank has basically the same
12 challenges. You have to get a filler into it that
13 works and fills properly and is adequately attached
14 and adequately protected. You have to make sure
15 that there is enough structure around the tank so
16 that in the rear impact test, the tank is not overly
17 distorted, and you have to make sure that there are
18 no sharp projections that during that test would
19 pierce the tank or cause it to kink and develop a
20 leak. Those criteria would be common regardless of
21 where you put the tank.

22 Q. Do you agree with me that when you place a fuel tank
23 behind the rear axle just in front of the rear
24 bumper, you are placing the fuel tank in the crush
25 zone of a rear end collision?

1 A. As a generalized statement, I agree with that.

2 Q. All right. And so the location where you're putting

3 the fuel tank is the location where the rear

4 structure is going to crush inwards, is that

5 correct?

6 A. It depends on the situation.

7 Q. In a rear end collision.

8 A. Well, it depends on -- there's an infinite number of

9 rear end collisions.

10 Q. Well, let's just use something with an equivalent

11 energy level of 30 miles an hour rear moving

12 barrier.

13 A. Well, it's not so much the energy level, it's

14 exactly what impacts where, what shape it is. In a

15 normal federal flat barrier test, that's generally

16 the rear end of the vehicle is where you get the

17 predominance of the crush.

18 Q. Okay. And so would you agree with me that because

19 the rear end of the vehicle is where you get the

20 predominance of the crush, you have a situation

21 where the rear bumper and the rear structure of the

22 vehicle is going to be moving forward toward and

23 into the fuel tank?

24 A. It will be moving forward.

25 Q. Okay. And into the fuel tank? When I say into the

1 fuel tank, I don't mean necessarily puncturing it
2 but impacting it.

3 A. It could.

4 Q. All right. At the time that AMC was doing the
5 advanced vehicle engineering on the XJ, it ran
6 preproduction crash tests, is that right?

7 A. That's right.

8 Q. And one of the things that you saw in the crash
9 tests in rear impacts is that the rear structure of
10 the vehicle is going to move forward and impact the
11 rear face of the fuel tank in a collision with an
12 energy equivalent of 30 miles an hour rear moving
13 barrier, is that right?

14 A. Well, first most of the impact testing was done in
15 the production phase, but I have to point out, this
16 tank location that we picked for this vehicle was
17 the most common location of the great predominance
18 of all the similar vehicles in the world have that
19 same tank location. So all of the problems that we
20 faced are normal kinds of problems that most
21 competitive vehicles face. Our criteria was to
22 provide a level of safety that met the federal
23 requirements and was basically equivalent to
24 competitive products, and we certainly felt that we
25 could do that and did do that.

1 Q. Objection, non-responsive. Would you read the
2 question back. I forgot what it was.
3 (Record read).
4 THE WITNESS: I think I said,
5 yes, it is.
6 Q. (By Mr. Watts): Okay. Now, would you agree with me
7 that because of your decision of where to place the
8 fuel tank in the XJ advanced development process and
9 because you were in fact in the crash test seeing
10 the rear structure of the XJ moving forward into the
11 rear face of the fuel tank, that it is important for
12 American Motors to design the rear structure and the
13 rear structural components of the XJ in such a way
14 that you don't have sharp bolts, sharp edges and
15 other puncture sources in close proximity to the
16 fuel tank?
17 MR. OTT: Objection, asked and
18 answered several times now.
19 Q. (By Mr. Watts): Go ahead, sir.
20 A. Certainly as a general rule that's good practice.
21 Q. And you would agree with me, would you not -- well,
22 strike that. I'll get to that later. Let's go on
23 to a new subject. I think we've beat this one to
24 death.
25 Let me talk to you about fuel

1 tank volume for a minute. Do you recall as you sit
2 here what the volume of the XJ fuel tank was?

3 A. No, I don't.

4 Q. Okay. Would you agree with me as a general concept
5 that whenever you make a decision to increase the
6 volume of a fuel tank relative to a given amount of
7 space in the rear package that you've got available,
8 that that increases the challenges that you have?
9 Why don't we just agree that was a bad question and
10 let me try it over.

11 A. I would agree with that.

12 Q. It's one of those ones you get out and you just kind
13 of want to grab it back.

14 A. You can have it back.

15 Q. Thank you. And I'm going to give you this one
16 instead. My question to you is when you increase
17 the volume of the fuel tank given a certain package
18 restriction or package size that you have available,
19 would you agree with me that it makes it more
20 difficult to maintain the minimum clearance
21 distances that you need?

22 A. I don't understand what you're driving -- when you
23 design a vehicle, you start out with certain
24 criteria of what size fuel tank you want.

25 Q. Okay.

1 A. And you have to package the vehicle to allow space
2 for that fuel tank. If you can't, you either make a
3 decision to go with a smaller fuel tank or you make
4 a decision to change the package of the vehicle, and
5 those are the kind of decisions that are made over a
6 year and a half period or so as you're packaging
7 this vehicle.

8 Q. All right. So although you don't remember what the
9 size or the volume of the tank was, would it be fair
10 to say that AMC selected the tank volume for the
11 vehicle and then decided what they were going to
12 build around it in order to meet clearance
13 distances?

14 A. Well, that's one of those decisions that gets
15 iterated. You usually start out on a vehicle with
16 trying to get the best of everything, the most
17 interior space, the biggest fuel tank, and then as
18 you actually wrestle with the biggest tires, you
19 start wrestling with the job of trying to design all
20 of this, you sometimes go back and renegotiate those
21 things. You usually find that it isn't possible to
22 meet all of your original criteria, then that's just
23 part of the iterative process. Basically with fuel
24 tanks we have -- we basically have a range that we
25 want to -- a certain cruising range that we want to

1 give the customer, and that depends on predicting
2 the fuel economy that the vehicle will achieve.
3 Sometimes during the process of the vehicle we make
4 changes in the -- in our prediction of what its fuel
5 economy will be. So all those things are iterated
6 over about a year and a half period when you're
7 solidifying the design of the vehicle.

8 Q. Did AMC have engineering specifications that
9 required clearance distances separating structural
10 components and structural attaching components from
11 the fuel tank?

12 A. No, it's too complex a thing to set down solid
13 rules. There's a specific test that we have to
14 pass, so engineers basically make their -- make
15 their judgments on what it's going to require to
16 make sure that this -- that we pass this test
17 reliably.

18 Q. All right. I want to break this down and make sure
19 that we've got your testimony perfectly clear. At
20 the time that AMC was designing the XJ, it did so
21 with no engineering specifications documented for
22 the engineers to follow as to the minimum clearance
23 distances that must exist between the fuel tank and
24 the structural components surrounding it?

25 MR. OTT: Object, it

1 mischaracterizes his testimony. He has
2 specifically identified such a standard.

3 MR. WATTS: That's why I'm
4 asking.

5 MR. OTT: I'm not saying anything
6 more than that.

7 MR. WATTS: I asked him if there
8 was a standard, and he said it's too hard to have a
9 standard.

10 MR. OTT: He said there's a
11 federal motor vehicle safety standard.

12 MR. WATTS: That's not a standard
13 on clearance distances and you know that.

14 MR. OTT: Well --

15 MR. WATTS: Come on.

16 MR. OTT: It certainly provides
17 guidance to the engineers.

18 Q. (By Mr. Watts): Did you understand the question.
19 Read the question back.

20 A. I understood the question and I tried to answer it
21 very accurately. If you're not satisfied with the
22 answer, let's try it again.

23 Q. Okay. Well, that's what I was doing, and let me try
24 again. My question to you is, at the time that AMC
25 was designing the XJ, it did so with no specific

1 engineering specifications that were written down on
2 a piece of paper that provided minimum clearance
3 distances between the fuel tank and other structural
4 components surrounding it?

5 A. None that I'm aware of.

6 Q. All right. If there were no written engineering
7 specifications about minimum clearance distances,
8 were there any other documented standards written
9 down as to the issue of the clearance distances that
10 must exist or anything else relating to the ability
11 of the fuel tank not to be impacted by the
12 structural components surrounding it?

13 A. Well, as I've tried to state, it's much too complex
14 to when you look at the way the tank might move with
15 the structure, you might need two inches of
16 clearance in one area where you might only need a
17 half inch of clearance in another area, and it's
18 very specific to each individual installation. So
19 it's -- that's why we, and I don't know of any other
20 companies that have standards -- there's a
21 performance standard. That's basically before that
22 vehicle gets released to the public, it's tested to
23 see if the -- if there is any impact with the fuel
24 tank that causes leakage. In some cases, the fuel
25 tank if you're aware, at that inertia level, the

1 fuel tank distorts considerable just due to the
2 inertia of the fuel inside. So if you put that
3 vehicle -- if you put the tank in a totally
4 undisturbed part of the vehicle, it still can
5 distort considerable due to the -- just the inertia
6 load of the fuel. So it's a complex situation, and
7 we basically use our judgment and our skill as
8 engineers to design something that will comply to
9 the test.

10 Q. The test being FMVSS 301?

11 A. I don't remember the number. It was a rear impact
12 test.

13 Q. Okay. You had to meet a 30 mile an hour rear
14 moveable impact with a 4,000 pound moving barrier?

15 A. That's correct.

16 Q. That was the test that AMC engineers used all of
17 their skill and their judgment to make sure that the
18 vehicle would meet?

19 A. That's right.

20 Q. All right. Other than meeting that test, were there
21 any internal engineering specifications that AMC
22 published as to performance objectives that it
23 wanted the vehicle to meet by way of fuel system
24 integrity in a rear end collision?

25 A. There were performance standards on the fill. I'm

1 not aware of any other impact standard.

2 Q. All right. And so with regard to the issue of

3 clearance distances, if an engineer felt like that

4 he could put a bolt within a couple of inches of the

5 fuel tank, as long as it didn't puncture the fuel

6 tank in a direct vehicle in-line hit, 30 miles an

7 hour by a rear moveable barrier, he was fine?

8 A. Well, no, there was some -- obviously we use common

9 sense with everything. We looked at what we did and

10 made sure that it would pass the test. We also

11 tried as best we could to make sure that it would

12 not be overly hazardous in some other foreseeable

13 condition. It's a very difficult thing to do, but

14 those are the judgments we made.

15 Q. Okay.

16 A. By the way, there is -- as part of that standard,

17 there's a rearward moveable barrier collision and a

18 side moveable barrier collision, and both of those

19 were passed.

20 Q. Did AMC run any tests involving rear angular

21 collisions on the XJ?

22 A. I'm not sure. I was not involved in the testing.

23 Q. Are you personally aware as you sit here today of

24 any rear angular crash tests that AMC ran during the

25 preproduction design and development of the XJ?

1 A. I'm not aware of any.

2 Q. Are you aware of any crash tests that AMC ran with a
3 rear offset hit on the XJ?

4 A. Not that I'm aware of.

5 Q. All right. Now, would you agree with me that rear
6 angular hits and rear offset hits are certainly
7 collisions that are foreseeable to the American
8 Motors Corporation?

9 MR. OTT: You mean were
10 foreseeable.

11 MR. WATTS: Sure.

12 MR. OTT: There is no American
13 Motors Corporation.

14 Q. (By Mr. Watts): Would you agree with me that rear
15 offset hits and rear angular hits in the real world
16 were foreseeable to the American Motors Corporation
17 at the time that you all began designing the XJ?

18 A. Well, I'm not an attorney, and I don't have any
19 legal training. I know that the term foreseeable
20 has some legal meaning that I'm not aware of. In
21 the real world, unfortunately we know that there are
22 thousands and thousands of vehicle collisions that
23 happen out there in an infinite variety of
24 locations, and we do the best we can. I wish we
25 could design a vehicle so that we'd be absolutely

1 sure when someone drove it on public roads they were
2 running absolutely no risk at all. We just don't
3 know how to do that. We try to foresee what we
4 can. Vehicles rolling over is foreseeable.
5 Vehicles driving off cliffs is foreseeable. I can't
6 think of anything that wouldn't be foreseeable under
7 some condition.

8 Q. Vehicles being hit in a rear angular configuration
9 is foreseeable and was foreseeable to the American
10 Motors Corporation at the time it started designing
11 the XJ, isn't that correct?

12 A. I think I've tried to explain -- I know you're
13 trying to get me into foreseeable -- I can foresee a
14 situation where any vehicle could hit the back of
15 any other vehicle under any variety of instances.
16 It could flip over and turn upside down and all of
17 that is foreseeable to me.

18 Q. All right.

19 A. I don't know how to test for it, but it's all
20 foreseeable.

21 Q. All right. The fact that vehicles would get hit in
22 the rear at an angle or would get hit in the rear
23 with an offset component was something that was
24 known and foreseeable to the American Motors
25 Corporation at the time that you began designing the

1 XJ as well as now, is that right?

2 MR. OTT: Objection, asked and

3 answered.

4 THE WITNESS: I answered as well

5 as I could.

6 Q. (By Mr. Watts): Well, you answered in the present

7 tense, and what I want to know is at the time you

8 all began designing the XJ, was it foreseeable to

9 you, did you understand that out in the real world

10 vehicles could get hit in the rear with an angular

11 or offset component?

12 A. My answer is good not only for the present tense but

13 back to the Model T days.

14 Q. And the answer was what?

15 A. My answer is that when a vehicle gets out in the

16 real world, it can get hit in the side, it can get

17 hit in the front, it can get hit on the top, it can

18 rollover, it can get hit in the rear from every

19 conceivable angle. Is that foreseeable, yes, that's

20 foreseeable.

21 Q. Now, that's a statement.

22 A. That's right.

23 MR. OTT: That's an answer to

24 your question.

25 Q. (By Mr. Watts): And my specific question deals only

1 with rear offset and rear angular components, and if
2 you'd like to, I'd just like to have a simple answer
3 following a simple question as opposed to telling me
4 about rollovers and a bunch of other stuff.

5 MR. OTT: I object to the
6 question. He has told you of all the various
7 varieties of rear impacts are foreseeable to him.
8 That is a complete answer to your question, and I
9 object to the badgering of the witness on it.

10 Q. (By Mr. Watts): The question -- all I want is an
11 answer to the specific question. I don't want to
12 know about all that other stuff in your answer.

13 A. What specific angle and what specific offset?

14 Q. At the time that you began designing the XJ at
15 American Motors, was it known to the engineers that
16 the XJ would be hit in the rear at various angles of
17 angular components and at various offset components?

18 A. Yes, it certainly was.

19 Q. Okay.

20 MR. WATTS: Do you want to take a
21 break?

22 MR. OTT: Yes, now we can all go
23 home. Sure, let's take a break.

24 VIDEO TECHNICIAN: Going off the
25 record at 10:06:18.

1 (Brief recess).

2 VIDEO TECHNICIAN: Going back on
3 the record at 10:17:43.

4 Q. (By Mr. Watts): Mr. Renneker, I want to refer you
5 to some testimony that Mr. Seidl gave me in a
6 deposition that we took in this case, and ask you
7 whether you agree with some of the statements he's
8 given, and I've got a copy of it here if you want to
9 follow along, but starting at Page 72, Line 15, he
10 states that in the proximity of the fuel tank
11 itself, the environment of the fuel tank, those
12 elements and all the components and pieces and
13 hardware and structure that were in the general
14 vicinity of the fuel tank, we took great care in
15 designing and locating all of those things that were
16 in the area that would be to the best of our ability
17 not to provide a hostile or sharp point that might
18 in the event of a severe collision puncture the
19 tank. Do you agree with that testimony?

20 A. Yes, I do.

21 Q. Okay. Next I want to refer you to Page 73, Lines 1
22 through 5. I asked him the question, "Okay. You
23 were trying to provide a friendly environment
24 surrounding the fuel tank so you didn't have bolts
25 and sharp corners facing the fuel tank that could

1 puncture it?" His answer is, "We sure were, that's
2 exactly right."

3 Do you agree that one of the
4 things AMC should have done was to try to provide a
5 friendly environment surrounding the fuel tank so
6 that you did not have bolts and sharp corners facing
7 the fuel tank that could puncture it?

8 A. I'm sorry, could you repeat the question.

9 Q. Do you agree with Mr. Seidl that one of the things
10 that AMC did and should have done was to try to
11 provide a friendly environment surrounding the fuel
12 tank so that you didn't have bolts and sharp corners
13 facing the fuel tank that could puncture it?

14 A. In general. I'm sure there'd be various engineers
15 that might disagree on what's a friendly environment
16 and what isn't.

17 Q. All right.

18 A. And that certainly is a general rule.

19 Q. Okay. Next on Page 73, Lines 6 through 14, I asked
20 Mr. Seidl the following question, "All right. And
21 that is something once again that was known to the
22 American Motors Corporation prior to the time that
23 it began designing the Jeep XJ, that if you had
24 sharp corners or bolt heads surrounding the fuel
25 tank, that such sharp corners or bolts heads or nut

1 heads could puncture the fuel tank when the fuel
2 tank was driven into that, is that right?"
3 "Essentially that's correct."
4 Do you agree with Mr. Seidl's
5 testimony?
6 A. That's a possibility, yes.
7 Q. Okay. Next, on Page 73, Lines 15 through 21, I ask
8 Mr. Seidl the following question, "Question, all
9 right. And you would agree with me that it would be
10 a bad design practice for someone to design the fuel
11 system of a vehicle in such a way that the fuel tank
12 was in close proximity with a nut or a bolt head or
13 a sharp corner that could cause a puncture?"
14 Answer, "Generally I think that's true, yes."
15 Do you agree with Mr. Seidl's
16 testimony that as a general matter it would be a bad
17 design practice for someone to design the fuel
18 system of a vehicle in such a way that the fuel tank
19 was in close proximity with a nut or bolt head or a
20 sharp corner that could cause a puncture?
21 A. Well, it's too general a statement. What do you
22 mean by close proximity. We sometimes have bolts
23 that we put protective washers on that are very
24 close to the fuel tank. That's a very generalized
25 statement.

1 Q. Okay. And that's a good point about protective
2 washers. Let me just ask you about that because I
3 think that that provides a basis for some more
4 discussion. Would you agree with me that if AMC is
5 going to have bolt heads within three or four inches
6 of the fuel tank such that the bolt may come in
7 contact with the fuel tank in a certain collision
8 configuration, that AMC ought to do something by way
9 of having protective washers covering the bolts so
10 as to provide a friendly environment for the fuel
11 tank?

12 A. Again, too generalized a statement. If the bolt
13 head is against a flat surface, it can probably --
14 the fuel tank can probably hit it all day long with
15 no problem. If it's a long bolt sticking very
16 closely at the fuel tank, it probably does need
17 protection. Depends on the bolt and depends on the
18 location.

19 Q. Okay. If you have -- if you have a long bolt that's
20 not up against a flat piece of sheet metal, if you
21 have a long bolt that's just sticking out facing the
22 fuel tank, would you agree with me that it would be
23 a bad design practice to place that long bolt
24 sticking out facing the fuel tank within three or
25 four inches of the fuel tank?

1 A. Well, not necessarily. The engineer would have to
2 make a judgment based on where the tank was, where
3 the structure was, what the possibility was that
4 that four inches would ever be taken up in some
5 cases laterally. I think it could be on a stiff
6 enough structure that you would conclude that the
7 tank would always move with the structure and that
8 clearance might be maintained. That's just too
9 complicated a thing to come up with a nice simple
10 rule.

11 Q. Okay. So do you agree -- I mean, do you disagree
12 with the general concept that it would be a bad
13 design practice for someone to design the fuel
14 system of a vehicle in such a way that the fuel tank
15 was in close proximity, within three or four inches,
16 of a nut or a bolt head or a sharp corner?

17 A. I don't disagree. I don't agree with that as a
18 general rule. It's too general and too simplified.

19 Q. All right. And so as the director of advanced
20 vehicle engineering for American Motors at the time
21 that the XJ was being designed, there were no
22 policies in place or no strict prohibitions in place
23 against having a long bolt head sticking out facing
24 the fuel tank within three or four inches of the
25 tank?

1 A. As I've testified before, there were no written
2 standards that I'm aware of. There was a
3 performance standard and there was good engineering
4 judgment.

5 Q. Okay. And where is good engineering judgment
6 written down, if anywhere?

7 A. It's not that I know of.

8 Q. Okay. And so as long as AMC was confident that its
9 engineers would use good engineering judgment, are
10 you testifying that it would be acceptable for the
11 XJ to have a long bolt sticking out facing the fuel
12 tank within three or four inches of the fuel tank?

13 A. I'm saying that it would depend on the bolt, it
14 would depend on where it was relative to the fuel
15 tank, it would depend on the design of the fuel
16 tank. We thoroughly test the vehicles. If an
17 engineer made a bad judgment and the -- and a bolt
18 did pierce the fuel tank during the testing, that's
19 a problem that would be corrected before we would
20 produce the vehicle. But as far as a general
21 judgment, I can't rule out the fact that you
22 couldn't have an adequate level of safety with a
23 bolt somewhere within four inches of a tank.

24 Q. Okay.

25 A. In fact there probably are many bolts within four

1 inches of every tank out there.

2 Q. As a matter of document policy, if a bolt does not
3 puncture the fuel tank in an in-line rear crash
4 test, is that bolt going to be acceptable to the
5 engineers of AMC?

6 A. Well, in general we would look at the crashed car,
7 and in some cases we would make a judgment that even
8 if the bolt hadn't caused a leak in that particular
9 crash, that it was too marginal and it might cause a
10 leak in some other condition, and we would make a
11 change. So again, there was clearly if it did cause
12 a leak it would be changed, but in some cases even
13 if it didn't cause a leak, we would judge that it
14 was not a good design and we would change it.

15 Q. All right. So would you agree with the concept that
16 just because a bolt does not cause a leak in a
17 direct in-line rear impact, that it would be a bad
18 design practice to ignore other bolts that are
19 likely to move forward towards the fuel tank in
20 other impact configurations and directions?

21 A. Well, it was our practice to try as best we could to
22 look at the environment of the fuel tank and use
23 common sense and good practice to try and make sure
24 that there was nothing extremely sharp or hazardous
25 around the tank that we thought could possibly come

1 in contact with it. It's an inexact science again
2 for what I've mentioned. We know that the vehicle
3 in the rear world will get hit in the rear end at
4 every possibly angle, every possible overlap, every
5 possible speed. It's impossible to test for that
6 and it's difficult to make judgments that are
7 totally accurate. So we do the best we can.

8 Q. In a rear angular collision from the right side,
9 where is the rear structure of the right rear
10 portion of the vehicle likely to move forward?

11 A. You'd have to look at how the structure is going to
12 crush. Usually obviously it's going to crush in the
13 opposite direction that the force is applied in
14 general. Sometimes it can buckle and go off in a
15 direction that you might not predict, but in general
16 you can fairly well predict which way it's going to
17 go.

18 Q. All right. You told me two things that I want to
19 explore with you. First of all, you said that you
20 have to look at the way the vehicle is going to
21 crush, and my question to you is how do you know how
22 a Jeep XJ is going to crush given a rear angular
23 collision from the right side if you don't test for
24 it?

25 A. Well, as I said, the reason you can't test for it is

1 because there's an infinite number of angles and
2 overlaps that can occur. You would have to impact
3 test every vehicle that came out of the plant to
4 test for every possible situation. We just don't
5 know how to do that and no other vehicle maker in
6 the world that I'm aware of knows how to do that.
7 We use -- we try -- we make certain tests and then
8 we use judgment to try and -- to try and predict
9 what might happen in other situations, but to run --
10 to run a specific test on every conceivable impact
11 that could possibly happen in the rear world is
12 something that I as an engineer don't know how to
13 do.

14 Q. Is it your testimony that no other auto manufacturer
15 runs rear offset tests?

16 A. I didn't say that.

17 Q. Is it your testimony that no other auto manufacturer
18 runs rear angular tests?

19 A. That's not my testimony. My testimony is I don't
20 know how to test for every conceivable angle test.
21 Somebody could run an angle test, but that certainly
22 wouldn't cover all angles that could possibly happen
23 to a vehicle.

24 Q. So because you can't test for all the angles, you're
25 not going to test for any of them, is that your

1 testimony?

2 A. No company that I have ever worked for has run -- to

3 my knowledge has run other than the federal test,

4 but I've never been specifically responsible for the

5 final testing of a vehicle. So there may have been

6 some tests run that I'm not aware of.

7 Q. Let me -- have you attended any crash tests?

8 A. Yes.

9 Q. And with regard to the federal standard for rear

10 impacts, basically what you do is you park vehicle

11 in the impact laboratory or wherever you're going to

12 hit it and you run a 4,000 pound moveable barrier

13 with a flat face into the rear of it directly in

14 line with the rear of the vehicle, is that right?

15 A. Again, I'm not an expert. It's all specified in the

16 government test. I believe that's correct.

17 Q. All right. And as a person with common sense and

18 who evidently employees it on an every day basis as

19 part of his job, can you see anything that would

20 prevent AMC from parking a car at a 45 degree angle

21 and using that same 4,000 pound rear moveable

22 barrier to hit the right rear angle or the left rear

23 corner of the vehicle?

24 A. Absolutely not.

25 Q. Is there any thing that would prevent -- any

1 difficulties that would be presented by parking a
2 car in such a way that you hit it in the rear with
3 another car at a 50 percent offset?

4 A. No, you could hit it at a 50 percent, you could hit
5 it at a 49, you could hit it with a Yugo, you could
6 hit it with a truck, you could hit it with a gravel
7 truck, you could conceivably think of 10,000
8 different tests that you could run like that that
9 would all be different and they could all be done.

10 Q. At the time that AMC began the design of the XJ, was
11 it feasible for AMC to run rear offset impact tests
12 involving the XJ?

13 MR. OTT: I object. I think
14 that's just asked and answered unless there's a new
15 element in the question that I didn't pick up.

16 MR. WATTS: Time.

17 MR. OTT: Time.

18 THE WITNESS: I don't know --
19 from my whole history in the auto industry, I don't
20 know of any reason that would stop any company from
21 running an angle or offset test.

22 Q. (By Mr. Watts): Okay. There's no technological
23 impediment to doing that?

24 A. Not that I'm aware of.

25 Q. Okay. Now if you don't run a rear angular test,

1 would you agree with me that you have to use your
2 common sense that it's likely that the right rear
3 corner of a vehicle like the XJ is going to crush
4 forward and to the left in an opposite direction
5 from which the force is coming?

6 A. It's logical to assume that some number of vehicles
7 are going to get hit in that area under a wide
8 variety of conditions, and there is a wide variety
9 of directions that the structure could crush.

10 Q. As a general principle, when a vehicle is hit in the
11 rear on the right corner at an angle into the
12 vehicle, the vehicle is going to crush towards the
13 center of the vehicle where the fuel tank is and
14 towards the left, is that right?

15 A. That's too generalized a statement. What angle,
16 what -- there's -- vehicle impact is a complex
17 situation. To say that something is always going to
18 move to the right or always going to move to the
19 left, I just can't agree with that. It's too
20 complicated.

21 Q. You know, every other car manufacturer that I've
22 ever talked to doesn't rely on common sense for
23 everything. They have specifications and rules
24 about these kinds of things about what kind of
25 things they're going to test for, and I don't see

1 any here and you keep employing common sense, so now
2 I'm trying to talk about common sense with you.
3 Now, let me just ask you a real specific question
4 about common sense. Does it make sense to you that
5 when you hit a vehicle at an angle in the right rear
6 corner, that that vehicle is going to crush forward
7 and inward towards the center line of the vehicle as
8 a general concept?

9 MR. OTT: That's asked and
10 answered. I object. Go ahead if you can.

11 THE WITNESS: It's going to
12 generally crush in the direction that the impacting
13 vehicle impacted until it starts spinning and then
14 it's going to crush in a different direction.
15 Sometimes as the vehicles spin, they start engaging
16 in one place and then they engage in another place.
17 It's a very complicated situation. The structure
18 will crush and it will react to the forces applied
19 to it.

20 Q. (By Mr. Watts): Newton's law applies in vehicle
21 kinematics as well, is that right?

22 A. Yes, sir, it applies to causing it to spin and roll
23 and do all kinds of things.

24 Q. And one of Newton's laws tells us that the vehicle
25 is going to basically crush in the same direction

1 that it's hit, that's -- its initial tendency is
2 going to be to do that?

3 A. I'm not aware of any Newton law relative to vehicle
4 crush.

5 Q. Well, applying Newton's law and common sense,
6 doesn't that kind of tell you that when a vehicle is
7 hit in the right rear corner say at a 45 degree
8 angle, that the first tendency of the vehicle's rear
9 structure is going to be to move inward and forward
10 at a 45 degree angle?

11 A. For some period of time until the vehicle starts to
12 spin, and then it's going to move at a different
13 angle. I've answered the same -- I don't know how
14 else to answer it to you. It's complicated
15 structure -- believe me, I've watched many impact
16 tests, I'm sure a lot more than you have.

17 Q. Don't bet on it.

18 A. And sometimes they don't go exactly the way you
19 anticipate that they might. Light gauge steel
20 structures tend to kink in one place, and sometimes
21 that causes the geometry to go in a different
22 direction than you might think. That's why impact
23 is such a complex situation.

24 Q. Okay. And unless you test for that, you're really
25 not going to know how it's going to crush, is that

1 right?

2 A. Absolutely.

3 Q. Okay. Now, would you agree with me that a bolt that

4 is facing the fuel tank on the right side of a

5 vehicle, when the vehicle is hit in the right rear

6 corner say at a 45 degree angle for purposes of our

7 discussion, that that bolt together with the

8 structure that it's attached to is going to want to

9 move inward and forward at the same angle that it's

10 being hit at?

11 A. I can't agree with that. That's a possibility.

12 It's always a possibility it might move some other

13 way.

14 Q. Common sense tells you that while you're not certain

15 it's going to happen, doesn't common sense tell you

16 that a bolt that is attached to the right rear

17 structure of a vehicle is going to move inward and

18 forward towards the fuel tank if that vehicle is hit

19 in the rear at a right angular component?

20 A. Well, I'll try one more time. These things are

21 complicated, and to try and answer a hypothetical

22 question about where some bolt on some side of a car

23 might move in some generalized situation, the only

24 answer as an engineer I could give you was you would

25 have to show me the vehicle you're talking about,

1 the bolt you're talking about, where it is relative
2 to the fuel tank. Then you would have to define
3 what the striking vehicle is, where it's going to
4 impact the structure and what direction, and then I
5 might be able to make some common sense judgment as
6 to where that bolt might or might not go relative to
7 the fuel tank, okay.

8 (Deposition Exhibit 164 was
9 marked for identification).

10 Q. (By Mr. Watts): Well, let's do that. Mr. Renneker,
11 I'll tell you that in this case the largest hole in
12 the fuel tank is caused by an exposed bolt head
13 that's on the right bumper mounting bracket, and
14 there are some photographs that I just marked as
15 Discovery Exhibit 164. Let me show you some more
16 photographs that I'm going to mark as Discovery
17 Exhibit No. 165 and shows where that bolt is on an
18 exemplar vehicle.

19 (Deposition Exhibit 165 was
20 marked for identification).

21 THE WITNESS: Are you done with
22 this?

23 MR. WATTS: I'm sorry.

24 MR. OTT: Can we go off the
25 record a moment while we look at the photos?

1 MR. WATTS: Sure.

2 VIDEO TECHNICIAN: Going off the

3 record at 10:39:04.

4 (Brief recess).

5 VIDEO TECHNICIAN: Going back on

6 the record at 10:41:39.

7 Q. (By Mr. Watts): Mr. Renneker, have you had an

8 opportunity to look at the photographs that have

9 been marked as Discovery Exhibits 164 and 165?

10 A. Yes, I've looked at them briefly.

11 Q. All right. And the photographs of the bolt that are

12 shown in Discovery Exhibit No. 165 that you're

13 looking at now, does that appear to be photographs

14 of the right-side bumper mounting bracket attachment

15 bolts?

16 A. I'll have to take your word for it. It's hard to

17 tell looking at the picture.

18 Q. Okay. In advanced vehicle engineering in addition

19 to coming up with the general packaging decisions

20 concerning the vehicle's fuel tank and surrounding

21 components, did you all have a bumper as part of the

22 design of the XJ when you released it to the

23 production engineers?

24 A. We had a preliminary design of a bumper.

25 Q. Okay. And in that preliminary design of a bumper,

1 you had attaching brackets and bolts whereby you
2 could attach the bumper to the rear structure of the
3 vehicle itself?

4 A. I'm sure we did for prototype designs.

5 Q. All right. And would you agree with me that whether
6 or not -- strike that. Would you agree with me that
7 whenever you decide to attach a bumper to the rear
8 structure of a vehicle, that if you do so using
9 bolts that face the fuel tank, that that's one of
10 the things that needs to be looked at from the
11 standpoint of providing a clean environment around
12 the fuel tank?

13 A. Again, we get to your term clean environment. It's
14 something that you would look at relative to the
15 impact testing.

16 Q. All right. And looking at the photographs that you
17 see on Discovery Exhibit No. 165, would you agree
18 with me that the exposed head of the right-side
19 bumper mounting bracket bolt is facing towards the
20 fuel tank?

21 A. I don't believe that's the head of the bolt. I
22 believe that's the end of the bolt.

23 Q. You're probably right. Let me try that question
24 again. Looking at the photographs in Discovery
25 Exhibit 165, would you agree with me that the end of

1 the bolt which is the right-side bumper mounting
2 bracket attachment bolt is facing the fuel tank?
3 A. It's facing the general direction. Whether it's
4 actually -- my guess is if you took a direction
5 projection of it, it would be missing along the side
6 of the fuel tank, but it's certainly pointing in
7 that general direction.
8 Q. All right. If you follow the projection of where
9 the bolt is pointing, you would miss the right side
10 of the fuel tank by a small portion, is that right?
11 A. That's just my judgment looking at these pictures.
12 I can't guarantee that.
13 Q. Sure. And my question to you is, given the location
14 of that bolt, would you agree with me that anything
15 that causes the structure to which that bolt is
16 attached to move inward and forward is going to
17 cause that bolt to go into the fuel tank?
18 A. No, I wouldn't agree with that.
19 Q. Okay. Why not?
20 A. There are some foreseeable situations where it could
21 go that far. I don't know where the fuel tank -- if
22 you had a collision that was heavy enough to push
23 that structure the four or five inches there,
24 whether the fuel tank would have stayed in the same
25 place or moved that same four or five inches, it's

1 very difficult to tell.

2 Q. Okay. By the way when we're talking about the

3 number of inches between the two, you see the edge

4 of the bolt there on Picture 0473001666?

5 A. Yes, I do.

6 Q. And do you see how it's on a -- it's got a tape

7 measure next to it that says three right next to the

8 edge of the bolt?

9 A. Yes, but since I can't see where the other end of

10 the tape is going to, I can't really tell what that

11 means.

12 Q. All right. Assume with me for a second that the

13 other end of that tape is touching the fuel tank,

14 okay?

15 A. All right.

16 Q. Assuming that the end of the tape in that photograph

17 is touching the fuel tank, what is the distance that

18 separates the end of this bolt from the fuel tank?

19 A. Well, it doesn't show you what the actual

20 three-dimensional distance is. The guy apparently

21 has the tape horizontal or at some kind of an angle,

22 and if you project it up to the end of the bolt, you

23 get something like three and an eighth inches.

24 Exactly what the true distance is, you can't tell

25 from looking at that.

1 Q. Okay. Now, one of the things that you and I
2 discussed before is that the early preproduction
3 crash tests of the XJ demonstrated that the rear
4 structure of the XJ was moving forward and into the
5 fuel tank in the 30 mile an hour rear moving barrier
6 collisions that you ran, do you recall that
7 testimony?

8 A. No, I don't.

9 Q. Okay. The record will reflect what you said before,
10 but let's see if we can't recap it for a second.
11 Isn't it a fact that the early crash tests that you
12 all ran on the XJ demonstrated the phenomenon
13 whereby the structure behind the fuel tank would
14 move forward and into the rear face of the fuel tank
15 in a 30 mile an hour rear moveable barrier
16 collision?

17 A. Well, both the -- the back of the car would
18 certainly move well forward, so would the fuel tank,
19 and in the final analysis, they would all be pretty
20 well jammed together.

21 Q. Okay. And when they're jammed together, the
22 structure behind the fuel tank is being impacted by
23 the rear face of the fuel tank or vice versa?

24 A. It could.

25 Q. All right. And would you agree with me that in if

1 in a 30 mile an hour in-line collision, the rear
2 structure behind the fuel tank is moving forward
3 sufficiently to contact the fuel tank, that in a 30
4 mile an hour rear angular collision, the same thing
5 may well happen as a matter of common sense?

6 A. Sure.

7 Q. Okay. And if in a 30 mile an hour rear angular
8 collision the structure that is moving forward and
9 inward into the fuel tank has an exposed bolt like
10 what we see on Discovery Exhibit 165, this
11 photograph we've been looking at, would you agree
12 with me that it is likely as a matter of common
13 sense that that bolt is going to move forward and
14 inward and contact the fuel tank?

15 A. Well, my problem with the way you keep phrasing
16 these questions is it sounds like the structure is
17 moving into the fuel tank and the fuel tank is
18 staying right where it is. In reality, you hit the
19 structure, it moves, the fuel tank also moves and
20 somehow they may or may not come in contact with
21 each other, and when they do, they may or may not be
22 at the same angle that you see in the pictures. So
23 it's possible that that bolt by the time it got to
24 the tank could be sticking in the same direction, it
25 could have turned 90 degrees. That's why it's so

1 complicated to make any kind of a generalized
2 statement.

3 Q. In Discovery Exhibit 164, the photographs of the
4 accident vehicle, we see that that bolt quite
5 evidently moved forward and inward into the fuel
6 tank and caused a puncture, do we not?

7 MR. OTT: Objection, lacks
8 foundation. The witness hasn't inspected the
9 vehicle. I don't know if he can make any judgments
10 about what these marks represent.

11 Q. (By Mr. Watts): Do you have an answer for my
12 question?

13 A. The picture you're showing me would tend to indicate
14 a part of a fuel tank that looks like it's been hit
15 by something like a bolt.

16 Q. Okay. And assuming with me for a minute that
17 Chrysler's engineers involved in this case agree
18 with me that the bolt that is shown in Discovery
19 Exhibit 164 causing the holes that you see is this
20 right bumper mounting attachment bolt, my question
21 to you is, as a matter of real world happenings,
22 that bolt has moved forward and inward and into the
23 fuel tank?

24 A. The bolt has contacted the fuel tank.

25 Q. All right. And that would be consistent with your

1 agreeing with me that as a matter of common sense,
2 in a right rear angular collision, the structure and
3 the attaching bolts in the right rear corner of a
4 vehicle are going to want to move forward and inward
5 towards where the fuel tank was?

6 A. Well, we've been over that ground many times. It
7 looks to me like in this particular picture you're
8 showing me, that bolt did indeed contact the fuel
9 tank in whatever collision happened to this vehicle
10 hard enough to kink it and put a hole in it. That's
11 about the only judgment I can make.

12 Q. Okay. Well, let's talk about what judgments you
13 made back when you were designing the vehicle. I
14 assume that when you were doing the preproduction
15 work on this vehicle, you got under the vehicle and
16 looked for things like this bolt in this process of
17 thoroughly wanting to make sure that we had a none
18 non-hostile environment surrounding the fuel tank?

19 A. Whether that same bolt was there in the advanced
20 phase, we don't do the production design of those
21 bolts, so the first prototype may not have even had
22 that same bumper structure on it. We don't do the
23 detail design. So whether we had that exact same
24 bumper supporting structure attached in that exact
25 same place with that exact same bolt, I can't tell

1 you.

2 Q. Mr. Renneker, as the director of advanced vehicle
3 engineering for American Motors, if in 1981 you had
4 walked under a prototype XJ vehicle with that bolt
5 where it is in relation to the fuel tank, would that
6 have concerned you?

7 A. No, actually my judgment looking at that bolt would
8 be that it's not overly hazardous, that if you
9 looked under most cars, you would find similar
10 situations. That's not to say that there isn't some
11 kind of a situation that could cause a problem, but
12 I wouldn't see it as a -- something that would
13 happen in half of the collisions. Anything can
14 happen in some collision event, there's no doubt
15 about it.

16 Q. And so your testimony as the advanced vehicle
17 engineering director of AMC during the time that
18 this vehicle was designed and developed is that the
19 placement of that bolt in relation to the fuel tank
20 is acceptable in your opinion given the real world
21 collisions out there that we know about?

22 MR. OTT: I object. That was not
23 his testimony.

24 MR. WATTS: Well, if it is, he
25 can tell me. I asked him a question.

1 MR. OTT: It sounded to me like
2 you were restating his testimony. If I'm mistaken,
3 I apologize.

4 THE WITNESS: I would not see it
5 as unusually hazardous.

6 Q. (By Mr. Watts): Okay. So if you got under the
7 vehicle back in 1981 and were looking at this
8 particular issue and you saw the fuel tank and you
9 saw the bolt that is shown in Discovery Exhibit No.
10 164, that's a situation that you were going to give
11 a pass on and allow it to maintain or stay in the
12 vehicle?

13 A. I would not have felt that a design change was
14 necessary.

15 Q. Okay. And that's a decision that you're comfortable
16 in making without having any testing done with
17 regard to angular or offset collisions?

18 A. Well, again, I've never been in my whole life
19 comfortable with the fact that collisions happen to
20 vehicles. I've never been comfortable with the fact
21 that there's no way to test for everything that can
22 happen to a vehicle, but unfortunately that's the
23 real world. I have to use my judgment. My judgment
24 in that particular situation would not have been
25 that it could never possibly under any possible

1 condition ever cause a problem, but my judgment
2 would have been that it would not be overly
3 hazardous.

4 Q. Okay. What is your definition of overly hazardous?

5 A. Something that would -- something that would cause
6 the vehicle to have a much higher than normal injury
7 or death rate in normal usage.

8 Q. Okay. As a matter of common sense, does it make
9 sense to you that given certain types of rear
10 angular collisions that that bolt is going to move
11 forward and hit the tank?

12 A. Well, unfortunately hindsight is always 20/20. When
13 you see an accident where it looks like that
14 particular bolt contacted the tank, you could say
15 that's foreseeable. My guess is if you went around
16 that tank, you would find other bolts in other areas
17 that might be even closer that may not have caused a
18 problem in this particular situation. All I can say
19 is my judgment would be that that would not be an
20 overly hazardous situation.

21 Q. Okay. And my question to you is that's a judgment
22 that you're comfortable in making without any
23 angular testing or any offset testing on this
24 vehicle?

25 A. Well, I guess I object to the word comfortable.

1 It's a judgment that I know I have to make because
2 it's impossible to run all of the tests that you
3 could -- that you would run to be comfortable. I'm
4 not comfortable with the fact that any one of my
5 customers will ever be hurt in one of my vehicles,
6 but that's something I have to live with.

7 Q. Now, can you sit here and tell me that there was any
8 analytical process that is documented whereby AMC
9 engineers went through the rear structure of this
10 vehicle and tried to eliminate bolts that could
11 potentially puncture a fuel tank in the event of a
12 collision?

13 A. As I've testified, I don't know of any standards
14 that were written and I don't know of any specific
15 analysis that was done. It was just normal, common
16 sense, good practice to try and do the best we
17 could.

18 Q. Well, really what I'm trying to figure out was was
19 there ever a time when Dennis Renneker put up a
20 poster on the advanced vehicle engineering billboard
21 and said today we're going to have common sense day
22 and all the engineers are going to get under this
23 vehicle and we're going to scour it for potential
24 puncture sources and see what we can do to get rid
25 of them. Was there ever a time that you did

1 something like that in an organized fashion?

2 A. Well, as far as my career, common sense day has been
3 every day that I've been alive to the best of my
4 ability. Now, you and I might disagree on what
5 common sense is. At any given point I didn't put up
6 a poster on bolts, I didn't put up a poster on air
7 bags. There's a thousand things that an engineer
8 has to do and we do it every day and we try and use
9 our judgment and common sense and certain test
10 standards that we run, and as I've accepted many
11 times, our tests do not cover every foreseeable
12 instance that could possibly happen in a real world,
13 and that's unfortunate.

14 Q. All right. My question is, can you recall as you
15 sit here a specific instance or process or meeting
16 whereby the engineers got together under this car
17 and tried to identify potential puncture sources in
18 order to determine whether there was some way that
19 we could eliminate those puncture sources?

20 A. No, not on a specific day.

21 Q. All right. Independent of whether there's a
22 specific date, can you recall a specific meeting
23 ever taking place where the engineers at AMC went
24 through the rear structure of this vehicle and tried
25 to identify specific potential puncture sources so

1 that a process could be begun on how to eliminate
2 them?

3 MR. OTT: Collectively as opposed
4 to individually. I mean I think an hour --

5 MR. WATTS: Anything that he
6 knows about.

7 MR. OTT: Well, an hour or so ago
8 he talked about, you know, what they try to do, and
9 I don't know now if you're asking him to repeat that
10 testimony or to talk about this if there's some sort
11 of collective effort that went on.

12 MR. WATTS: For Mr. Ott's
13 benefit, why don't you reread the question so that
14 he can understand what I was asking.

15 MR. OTT: Well, I heard the
16 question. I don't need it reread. I just --

17 MR. WATTS: Well, that's the
18 question I want answered.

19 MR. OTT: Well --

20 MR. WATTS: And I'm not here to
21 answer your questions so that you can coach the
22 witness.

23 MR. OTT: I'm not going to coach
24 him, but I think this witness must be cautioned if
25 you're going to be, you know, insisting on failing

1 to be precise in your questions.

2 MR. WATTS: Read the question

3 back so that I can determine whether I was precise

4 enough for my own comfort level.

5 (Record read).

6 MR. OTT: I'll withdraw the

7 objection. The term meetings implies more than one,

8 so I understand you're referring to some sort of

9 collective effort.

10 Q. (By Mr. Watts): Go ahead.

11 A. Well, I -- in my career I remember meetings on many

12 different times when engineers would be concerned

13 about the proximity of a bolt or an edge, and we

14 would get together and share our judgments as to

15 whether there was a problem, and if we all agreed

16 there was a problem, we would look at solutions,

17 either moving the bolt or moving the tank or putting

18 a shield around the bolt, but not any specific bolt

19 day. That's just part of normal engineering

20 practice.

21 Q. All right. You told me in your career generally

22 that happened from time to time. My question to you

23 is in the design and the development of the XJ

24 vehicle, as you sit here today, can you recall a

25 specific occurrence or meeting where the engineers

1 collectively got together and scoured the rear
2 structure of this vehicle for potential puncture
3 sources so that they could be identified and worked
4 on?

5 A. Not on this vehicle and not on any other vehicle
6 project that I've ever worked on in my career.

7 Q. Now, have you ever heard of a failure modes and
8 effects analysis?

9 A. Yes, I have.

10 Q. Does Chrysler employ those presently?

11 A. Yes, we do.

12 Q. Does or did AMC employee failure mode and effect
13 analyses?

14 A. At that point in time I don't believe in general
15 that was done as it is now as a specific process.

16 Q. All right. A failure mode and effect analysis is a
17 specific deductive process that is a safety systems
18 approach for identifying potential hazards, is that
19 correct?

20 A. It's a disciplined approach to trying to identify
21 potential problems.

22 Q. All right. And my question to you is, during the
23 design and the development of the XJ vehicle, did
24 AMC employ documented failure mode and effects
25 analyses to have a disciplined approach to seek to

1 identify potential hazards in the fuel system?

2 A. I answered it once. I'll repeat my answer. To the
3 best of my knowledge at that point in time we did
4 not use specific written, documented failure mode
5 and effects analysis, at least in the departments I
6 was working in.

7 Q. Okay. As you look at the photographs in Discovery
8 Exhibit No. 164, can you see anything there that
9 would preclude the use of protective washers over
10 the end of that bolt?

11 MR. OTT: Which Discovery
12 Exhibit?

13 MR. WATTS: I'm sorry, strike
14 that.

15 Q. (By Mr. Watts): As you look at the photographs in
16 Discovery Exhibit No. 165, do you see anything that
17 would preclude the use of protective washers over
18 the end of that bolt?

19 A. It's hard to make a snap judgment based on this.
20 It's very close to the side rail and I think it
21 would have been difficult to probably bolt anything
22 substantial onto it, but anything can be done.

23 Q. If I could stick my finger between that bolt and the
24 side rail, you've got enough room for a protective
25 washer, don't you?

1 A. Well, the washer to do any good has to be large
2 enough to increase the footprints into the tank
3 significantly over the bolt, and also has to be
4 strong enough to carry some -- it doesn't do you any
5 good to put a little plastic washer on, it has to be
6 a big, substantial, shaped steel washer. Whether
7 there's room enough to put -- you see them commonly
8 on shock absorber bolts on axles. Whether there
9 would have been room to put a similar washer in that
10 particular situation, I just -- it's hard to make a
11 judgment.

12 Q. Assume with me for a minute there is enough room to
13 do that, would you agree with me at the time that
14 AMC was designing the XJ, that the use of protective
15 washers to cover bolts such as what we see on
16 Discovery Exhibit No. 165 was something that was
17 technologically and economically feasible for AMC to
18 use?

19 MR. OTT: Any -- protective
20 washers generally as opposed to specific protective
21 washers?

22 Q. (By Mr. Watts): My question to you is at the time
23 that you all were developing the XJ, if there's room
24 enough to put one in there, would you agree with me
25 that it would be certainly technologically and

1 economically feasible for AMC to employ one of these
2 protective washers on the bolt that is shown in
3 Discovery Exhibit 165.

4 MR. OTT: Well, I'm going to
5 object. That's been answered. He says he can't
6 make a judgment about that whether a washer could go
7 there.

8 MR. WATTS: We're not talking
9 about space.

10 MR. OTT: Yes. Well,
11 technologically and feasible, doesn't that account
12 for space?

13 MR. WATTS: The question asked
14 him to assume that we had space. That was the
15 parenthetical of it.

16 THE WITNESS: The general answer
17 to that question has to be yes.

18 Q. (By Mr. Watts): Okay. If there's space to put it
19 in, you guys could have done it with relative ease?

20 A. Well, it would depend on whether there's space to do
21 it in the plant. Some of those things get more
22 difficult than you might think, but, you know, if we
23 had been willing to redesign the whole vehicle to
24 make it happen, I'm sure we could have made it
25 happen.

1 Q. You're going to redesign the whole vehicle to put a
2 protective washer in?

3 A. Well, it's -- you know, as I say it's -- you're
4 asking me a hypothetical question. It depends on
5 whether there's room in the line without tearing up
6 the whole plant to put it in. As a general
7 statement we understood the technology of washers
8 and we understood how to bolt things together. We
9 certainly theoretically could have done it.

10 Q. All right. And the benefit of a protective washer
11 is to do what?

12 A. Well, the idea of the protective washer is to if you
13 can't prevent the contact, to spread the contact out
14 with the tank so that it has a wide enough footprint
15 against the tank that it doesn't rip the tank and
16 cause a leak.

17 Q. Okay. The idea for a protective washer is to have
18 the puncture source become a denting source?

19 A. Right, or to at least increase the probability that
20 that will happen.

21 Q. Okay. Was there ever a specific meeting or
22 occurrence when the engineers got together to
23 identify bolts which they believed could use a
24 protective washer surrounding the fuel tank?

25 MR. OTT: Haven't we covered

1 this? I object. I think we have.

2 THE WITNESS: There wasn't a
3 specific meeting on bolts.

4 MR. WATTS: All right.

5 THE WITNESS: In the advanced
6 area, you have to remember during the preliminary
7 design there are a lot of bolts that aren't even
8 designed at that point. There are bolts that will
9 be added later for other heat shields and things
10 like that in the production department that wouldn't
11 even have been there in the advanced phase. So it's
12 not something that we would normally have a meeting
13 on bolts.

14 Q. (By Mr. Watts): Okay. Let me talk to you about
15 shielding a little bit. There is a partial plastic
16 shield on the 1986 Jeep Cherokee, is there not?

17 A. I believe so.

18 Q. It's a stone shield I believe?

19 A. Yes.

20 Q. I deposed Mr. Thornton and Mr. Seidl on this issue,
21 and Mr. Seidl testified that the shield was not
22 incorporated to provide fuel system integrity
23 protection in the event of a rear end collision. Do
24 you agree with that testimony?

25 A. Yes, I do.

1 Q. Okay. So when the jury looks at the plastic shield
2 that's on the XJ, would it be fair for them to
3 assume that the plastic fuel tank shield was not
4 incorporated in any way, shape or form to provide
5 fuel system integrity protection in the event of a
6 rear end collision?

7 MR. OTT: That's what he just
8 said. I object, asked and answered.

9 THE WITNESS: Very specifically
10 to address -- to try and reduce the chance of damage
11 to the tank by things thrown up from the road,
12 stones and various hazards. It's not designed for
13 collision situations.

14 Q. (By Mr. Watts): Okay. Mr. Thornton I believe told
15 me that there was an instance during the off-road
16 testing during the advanced vehicle engineering
17 where some driver drove the XJ over a tree stump and
18 punctured the fuel tank. Do you recall that?

19 A. Mr. Thornton was in charge of the testing. I
20 generally was not involved in testing. Certainly
21 could have happened.

22 Q. Okay. But you don't have any specific recollection
23 of that happening?

24 A. No, I do not.

25 Q. Okay. At the time that you all were designing the

1 XJ, you were aware that other manufacturers were
2 incorporating fuel tank shields around the fuel tank
3 to provide additional fuel system integrity
4 protection in the event of a rear end collision, is
5 that correct?
6 A. I'm not aware of that.

7 Q. Okay. At the time that you became the director of
8 chassis engineering right before the vehicle went on
9 line or right after, which ever one, were you
10 familiar with the Lincoln Continental?
11 A. What model year? I'm -- not specifically, no.
12 Q. All right.

13 A. There are hundreds of competitive cars. I'm no more
14 familiar with a Lincoln Continental than any other
15 competitive car.

16 Q. Did AMC have a procedure whereby it bought
17 competitors' vehicles and tore them down to see what
18 the competitors were doing?
19 A. Yes, in some cases. We didn't buy all competitive
20 vehicles.

21 Q. I understand.

22 A. We bought some.

23 Q. And the ostensible purpose for buying competitors'
24 vehicles is to see what the state of the art is
25 among your competitors, is that right?

1 A. That's right.

2 Q. And did you all ever buy a Ford vehicle in the early
3 1980's and determine that Ford was employing fuel
4 tank shields around the fuel tanks on some of its
5 vehicles?

6 A. I don't remember that.

7 Q. All right. Were you aware at all that any other
8 manufacturers were employing fuel tank shields
9 around the fuel tanks of their vehicles?

10 A. I was aware of shielding that we and competitors did
11 of plastic tanks for flame protection. I was aware
12 of an in off-road vehicles again AMC and other
13 competitors offering either standard or optional
14 shields for rock protection and protection from the
15 driving over the tree stump that you just talked
16 about. I'm not aware -- I'm not aware to this day
17 of a specific shielding in a competitive car that's
18 there for impact. There may be some, but I'm not
19 aware of it.

20 Q. Okay. In his deposition I asked Mr. Seidl would you
21 agree with me that at the time American Motors began
22 designing the XJ, that it was both economically and
23 technologically feasible for American Motors to put
24 a bathtub shield, a full fuel tank shield around the
25 fuel tanks that it was going to incorporate into the

1 Jeep Cherokee vehicles. His answer was, well, I
2 would guess -- I would have to say that it was
3 technically feasible you could do that. Do you
4 agree with his testimony?

5 A. It's too -- it's too hypothetical. For a shield to
6 really do what I think you're implying, it would
7 have to be a major structural piece. I don't --
8 again I don't know of anyone that's ever done that.
9 There are light shields that are put around tanks to
10 -- to protect them from heat. In general your best
11 hope with those is they don't make things worse.
12 They kink and they have their own bolts. I'm not
13 aware to this day of any competitive car that I've
14 ever seen that had a major structural shield around
15 their fuel tank that would -- looked in my judgment
16 like it would improve the chances that that tank
17 would not be punctured in a collision.

18 Q. Did AMC conduct any design and development process
19 during the development of the XJ to develop a fuel
20 tank shield for the purpose of improving fuel system
21 integrity in a rear end collision?

22 A. Not that I'm aware of.

23 Q. All right. Are you aware of AMC ever conducting any
24 design and development process to determine whether
25 it could develop a shield for the purpose of

1 improving the fuel system integrity of one of its
2 vehicles?
3 A. Well, fuel system integrity from the standpoint of
4 --
5 Q. Of impact, I'm sorry.
6 A. Of impact, no.
7 MR. WATTS: Okay. We need to
8 take a break to change tapes. Why don't we just
9 take a break.
10 MR. OTT: Okay.
11 MR. WATTS: You were right to
12 correct me on it.
13 VIDEO TECHNICIAN: Going off the
14 record at 11:14:28.
15 (Brief recess).
16 VIDEO TECHNICIAN: Going back on
17 the record at 11:26:16.
18 Q. (By Mr. Watts): Mr. Renneker, one of the pieces of
19 optional equipment made available to the purchasers
20 of the XJ vehicle was a steel skid plate. You are
21 aware of that, aren't you, sir?
22 A. Yes, I am.
23 Q. During the advanced vehicle development of the XJ,
24 was your department responsible for the development
25 of the steel skid plate?

1 A. I don't remember. I don't think so.

2 Q. Okay. It's your best recollection as you sit here

3 today that that's something that came later in the

4 process after advanced engineering had transferred

5 the program?

6 A. It's been a long time ago. I think so.

7 Q. All right. I think you're right. Let me ask you

8 this. At the time that you came back to advanced

9 chassis in 19 -- or to chassis engineering in 1983,

10 did you have any responsibility over the design and

11 development of the steel skid plate?

12 A. No, if it was -- if it was available from job one,

13 it would have been all designed and in production by

14 now.

15 Q. All right. Now, Mr. Thornton told me in a

16 deposition that a steel skid plate was the safety

17 device that was there to provide protection to the

18 fuel tank in the event of an impact.

19 MR. OTT: Well, are you making --

20 you want to ask him to assume that?

21 MR. WATTS: You can assume that,

22 that's fine.

23 MR. OTT: Okay. Because I'm not

24 sure that's what Mr. Thornton testified.

25 MR. WATTS: That's why I brought

1 all these depositions.

2 MR. OTT: If you want to ask him

3 to assume it, that's fine.

4 Q. (By Mr. Watts): Let me ask you, do you agree that

5 the steel skid plate is there to provide protection

6 to the fuel tank in the event of an impact?

7 MR. OTT: Well, can we define

8 what type of impact? Maybe you ought to start out

9 with that.

10 MR. WATTS: Any type.

11 MR. OTT: Any type of impact,

12 okay.

13 THE WITNESS: Certainly not a car

14 to car impact. As far as I'm concerned it's there

15 to protect the tank from impacts with road hazards,

16 rocks and trees and off-road driving.

17 Q. (By Mr. Watts): I thought that was what the plastic

18 tank was for, I mean the plastic shield was for.

19 A. The plastic tank it was for light things thrown up

20 from the highway. The steel plate is for heavy,

21 actual the whole weight of the vehicle coming down

22 on a rock which you get into in heavy off-road

23 driving.

24 Q. Would you agree with me that although its purpose

25 was to protect against puncture or rupture from

1 things coming from the ground, that the portions of
2 the fuel tank that are covered by the steel skid
3 plate have the benefit of excellent puncture
4 resistance provided by the steel skid plate?

5 A. Well, I think it improves the puncture resistance to
6 things coming in the direction basically from the
7 bottom of the car. In a rear impact, that plate, if
8 anything, could make things -- certainly it doesn't
9 make things any better. It can kink and I don't see
10 it as something that would -- is necessarily a
11 positive in a car to car impact. It's there to
12 protect from damage basically from the road surface.

13 Q. Because you sold it as a piece of optional equipment
14 on a vehicle that was going on the highways in the
15 United States, you had to test it on the vehicle, is
16 that right?

17 A. I'm sure it was tested.

18 Q. And this supposition of yours that it may cause a
19 problem never manifested itself in any crash test,
20 did it?

21 A. Well, it had to be designed so it didn't cause a
22 problem. I'm sure it was tested and didn't cause a
23 problem in that specific test.

24 Q. And when I deposed Mr. Seidl, I asked him whether he
25 would agree with me that it would have been

1 technologically feasible at the time that you began
2 designing the XJ to design a steel skid plate that
3 in effect was a steel bathtub shield providing
4 protection not only to the bottom but also from the
5 back side of the fuel tank, and he answered, "Well,
6 it would be technologically feasible to build that
7 as I answered before." Do you agree with that
8 testimony?

9 A. Well, I don't agree it would have been a reasonable
10 thing to do.

11 Q. Okay. Do you agree that American Motors could have
12 designed a bathtub steel skid plate in such a way to
13 augment or to increase the fuel system integrity
14 protection of the fuel tank?

15 MR. OTT: In what types of
16 circumstances?

17 MR. WATTS: In a rear collision.

18 MR. OTT: Okay.

19 THE WITNESS: Well, I'm not an
20 expert in this area. My personal opinion, if you
21 really set out to spend a lot of weight and money to
22 improve the survivability of the fuel tank, you
23 would have been better to do it the way race cars do
24 it with some kind of a reinforced rubber bladder
25 inside than to try and put some kind of a massive

1 structure outside.

2 Q. (By Mr. Watts): Okay. Did AMC ever conduct any

3 design and development process to attempt to develop

4 a reinforced rubber bladder for the inside of a fuel

5 tank?

6 A. I believe there was some research and development

7 work done. I don't know whether it was on this

8 specific vehicle or not.

9 Q. Research and development work was done in 1971 when

10 AMC thought it was going to have to meet a 30 mile

11 an hour rear fixed barrier collision, isn't that

12 right?

13 A. I don't know.

14 Q. Okay. You don't recall any research and development

15 done on the XJ line that related to developing a

16 bladder for the XJ, do you?

17 A. I do not.

18 Q. Okay. Would you agree with me that the bladder

19 provides excellent protection from fuel leakage in

20 the event of a puncture of the steel tank?

21 MR. OTT: I'm sorry, can we read

22 the question back, please?

23 Q. (By Mr. Watts): Would you agree with me that the

24 bladder provides excellent protection from fuel

25 leakage in the event that the steel tank is

1 punctured?

2 A. I believe a well-designed bladder if it's done

3 properly as it is commonly on race cars can provide

4 additional protection against fuel leakage in an

5 accident situation.

6 Q. All right. And race cars have had bladders inside

7 their fuel tanks for the last 20, 25 years, is that

8 right?

9 A. Some classes of race cars.

10 Q. Yes. And certainly the people out there at Indy and

11 in the NASCAR races have found it technologically

12 feasible to incorporate bladders inside the fuel

13 tanks of those race cars, would you agree with that?

14 A. Well, I believe they have regulations that require

15 it.

16 Q. All right. And if the federal government required

17 AMC to place a bladder inside the fuel tank of every

18 one of its vehicles, you don't have any doubt that

19 AMC could design such a bladder to meet that

20 requirement?

21 MR. OTT: I object. There is no

22 AMC.

23 MR. WATTS: Could have.

24 Q. (By Mr. Watts): If the federal government in 1978

25 for example had required that every fuel tank have a

1 bladder inside it, you don't have any doubt that AMC
2 could have designed and developed a bladder that
3 would have performed well from the standpoint of
4 fuel system integrity in vehicles such as the XJ?

5 A. It's such a hypothetical question. Generally when
6 the government has after long deliberation finally
7 released a standard, they've done it on the basis of
8 the fact that it is reasonably feasible to be done
9 in high production, and then they generally have
10 given the industry a fair amount of time to be able
11 to comply. So if we make those assumptions, I would
12 assume that American Motors could have complied as
13 well as any other company could have. The
14 government never chose to do that by the way.

15 Q. There are suppliers out there that make bladders for
16 fuel tanks, is that right?

17 A. The only ones I know of again are those used in
18 certain classes of race cars.

19 Q. Okay. Are you familiar with bladder going into the
20 1973 Corvette?

21 A. No, I'm not.

22 Q. Okay. Based upon the recollection that you had of
23 whatever work that AMC did on the bladder which I
24 believe was in the early 1970's, but based upon your
25 recollection of that work, do you have an opinion

1 substantially reinforced. They're heavy, they're
2 expensive and they take up space.

3 Q. (By Mr. Watts): I think your answer is is that it
4 would have been technologically feasible for AMC to
5 put a bladder into the XJ if it had so chosen, is
6 that yes?

7 A. Yes, but not necessarily economically feasible.

8 Q. I gotcha, right, okay. I thought we were trying to
9 get to the same place.

10 All right. I'm going to take you
11 back to the issue of a plastic shield real quick.
12 Do you see any safety down sides to incorporating a
13 bathtub or a full HDPE fuel tank shield onto the
14 1986 Jeep Cherokee?

15 MR. OTT: Any safety down sides?

16 MR. WATTS: Right.

17 THE WITNESS: Well, if it's a
18 light shield that would be there for stone
19 protection, if it's well-designed, I don't see a
20 disadvantage. If it's the kind of shield you seem
21 to be talking about which would be substantial
22 enough to make a difference in a car to car
23 collision, yes, I can see some down sides to it.

24 Q. (By Mr. Watts): All right. With regard to -- what
25 are you talking about a little shield, are we

1 talking about 30 thousandths of an inch or --

2 A. 30 to 50. A bathtub that would do any to good in a

3 car to car collision would have to be very

4 substantial.

5 Q. Let's wait and debate on what would be good later.

6 But assuming that we're talking about a 30 mil

7 bathtub plastic shield, do you see any safety down

8 sides to putting such a bathtub shield on the XJ?

9 A. By 30 mils you mean 30 thousandths?

10 Q. Mm-hmm.

11 MR. OTT: You're asking him to

12 make a judgment about that right now without any

13 testing --

14 MR. WATTS: Sure.

15 MR. OTT: -- or anything else.

16 MR. WATTS: Well, we're not going

17 to find any testing apparently, but, yes.

18 MR. OTT: Well, not -- I mean,

19 not if you're just posing the question today, no, we

20 haven't had the opportunity.

21 MR. WATTS: I don't think we're

22 going to find any in the past either.

23 MR. OTT: We probably don't. If

24 we had it, you've got it.

25 MR. WATTS: Let's go ahead and

1 have the witness answer my question.

2 THE WITNESS: Again, it's very

3 hypothetical. It's a difficult to design. At

4 30 thousandths it would do very little good. We

5 have had a problem when you put shields around

6 tanks, then you get salt water in between and you

7 can introduce -- you have to be very concerned about

8 corrosion problems. Certainly we don't want the

9 fuel tank corroding. So it has to be very well

10 designed.

11 Q. (By Mr. Watts): All right. Well, let's go through

12 that just for a minute. These problems of salt

13 water and corrosion are certainly problems that

14 exist with the partial shield that's on the tank as

15 it sits right now?

16 A. Well, the bigger the shield is, the more difficult

17 it is. You have to somehow drain it and make sure

18 that those drains don't get plugged up. It's not an

19 easy thing to do.

20 Q. Covering the bottom and the sides of the tank is

21 going to create a larger salt water and corrosion

22 problem than just covering the bottom of the tank

23 where it can slip in the sides?

24 A. Absolutely.

25 Q. Okay.

1 A. The difficult part is getting it out. It has a way
2 of getting in no matter what you do.

3 Q. Sure. You've got holes in it to let it out, don't
4 you? Isn't that what the holes are for?

5 A. If you want to engineer the car, believe me, I've
6 done this for many years, and those holes that work
7 when it's new get plugged up with salt and mud and
8 there've been many recalls in this industry on
9 things exactly like that that look like they're well
10 drained to -- if you put a garden hose under there,
11 they're well drained. In the real world they get
12 debris -- it's not as easy a job as you might think
13 to develop a drain that will over a ten-year period
14 of a car not keep soaked, salt laden mud that will
15 cause significant rust problems.

16 Q. Objection, non-responsive. The question is does the
17 1986 Jeep Cherokee plastic shield have holes in the
18 bottom to let the water out?

19 A. Absolutely. That's not the question you asked.

20 Q. All right. And the salt water and corrosion
21 problems that you say come with the plastic shield
22 apparently were designed -- taken care of in the
23 design of the plastic shield, the partial plastic
24 shield that went on the '86 Jeep Cherokee?

25 A. I never said anything about a plastic shield. We're

1 talking about a steel shield. Let me try and state
2 it again. The ones that just cover the bottom have
3 a --

4 Q. Time out, time out. Are you talking about a steel
5 skid plate or are we talking about the HDPE shield?

6 A. Why don't you start over with a new question. You
7 started with a steel shield a then somehow we --

8 Q. That's where we got cross ways, okay.

9 A. I was talking steel. All of sudden you're talking
10 plastic.

11 Q. We were talking steel, but then I said now let's go
12 back to the plastic shield, and apparently you
13 didn't hear that.

14 A. Apparently. My fault.

15 Q. No, no problem. We just got cross ways and we got
16 messed?

17 A. How about asking me a new question.

18 Q. We're going to start with a new question and we're
19 going to start with the transitional signal that I'm
20 now going to talk about plastic, okay, not steel
21 skid plate, plastic.

22 A. Fine.

23 Q. And my question to you is, are there any safety down
24 sides to incorporating a 30 thousandths of an inch
25 bathtub high density polyethylene fuel tank shield

1 into the 1986 Jeep Cherokee?

2 A. Well, I'll try the same answer. Do you mean over

3 the -- around the entire tank or just on the bottom

4 of the tank?

5 Q. Let's talk about both.

6 A. Well, number one, I don't see that 30 thousandths

7 plastic has enough strength --

8 Q. But, see, that's not the question.

9 A. Well, you asked me another question. You asked me

10 what I thought of the feasibility. I'm trying to

11 explain that.

12 Q. No, I asked you are there any safety down sides to

13 incorporating a bathtub HDPE fuel tank shield into

14 the 1986 Jeep Cherokee?

15 A. Well, it's too hypothetical a question to answer.

16 There's a thousand different ways you can design a

17 shield. Some could have -- if you can give me more

18 specifics, maybe I can answer the question. You're

19 not liking the answers I've given you up to now. Be

20 more specific.

21 Q. I like it when you answer my questions. Let me just

22 be more specific. Let's take the same plastic

23 shield that's on the XJ and continue it on up to the

24 top of the fuel tank so that it surrounds the sides

25 of the fuel tank as well as the bottom?

1 A. All right.

2 Q. Do you see any safety down sides to incorporating
3 that type of HDPE bathtub shield onto the '86 Jeep
4 Cherokee?

5 A. Yes. It would be much more difficult to design it
6 such that it would not cause a tank corrosion
7 problem.

8 Q. All right. Do you believe that there are any safety
9 down sides that exist that AMC could not have
10 designed away when it made this decision to
11 incorporate a bathtub HDPE type shield into the
12 '86 Jeep Cherokee?

13 A. Well, you're -- the question is so hypothetical. I
14 don't agree that this whole concept would make sense
15 and that American Motors would ever have
16 considered. I certainly would not have considered.
17 I've tried to answer your question as honestly as I
18 can. If somebody told me for some strange reason to
19 try and cover the entire tank with a piece of
20 plastic, my biggest concern would be to design it so
21 that it didn't cause a corrosion problem. Could you
22 solve that problem, yes, you probably could. It
23 would take you an awful lot of testing and it would
24 be a difficult job.

25 Q. All right.

1 A. To me I would only take that on as an engineer if I
2 thought there was some advantage to it which in this
3 case I don't see any.

4 Q. I understand that. We're going to debate about that
5 later. Am I correct that from the standpoint of
6 safety down sides that Dennis Renneker can identify
7 to incorporating a bathtub HDPE fuel tank shield on
8 the '86 Jeep Cherokee, your answer is corrosion,
9 otherwise it would be fine?

10 MR. OTT: No, I'll object.

11 MR. WATTS: If it's not -- am I
12 correct which means I'm asking him whether that was
13 his answer. That's his opportunity as opposed to
14 yours to tell me that I'm incorrect.

15 MR. OTT: Well, except the
16 problem is every time you do this, Mikal, you know,
17 the question is different than what the man
18 testified. I don't know why that is that way but --

19 Q. (By Mr. Watts): Did you understand the question,
20 Mr. Renneker?

21 A. I don't accept that I would have used the term it
22 would be fine. You could design it with a lot of
23 mistakes. It would be held on with some kind of
24 fasteners. Those fasteners could cause a problem.
25 The only philosophical major problem I can see is

1 corrosion, but to say just as a hypothetical that it
2 would be fine, it might not be fine depending on how
3 it was designed.

4 Q. Are there any safety down sides that you can
5 identify that you don't believe AMC could have
6 designed out of the vehicle, could have taken care
7 of in the design and the development process?

8 A. That's such a hypothetical question. On a
9 theoretical basis other than corrosion, I can't see
10 any major problems --

11 Q. Okay.

12 A. -- but I haven't can't designed something like that
13 because my in my opinion it would make no sense.

14 Q. Okay. Let me talk to you a little bit about the
15 documentation created within American Motors during
16 this design and development process. What are the
17 types of documents that existed whereby engineers
18 would talk to each other during the design and
19 development process of the XJ?

20 A. Well, there was no specific corporate standard. We
21 wrote memos, we wrote reports for specific
22 meetings. There was not any real formalized
23 communication network.

24 Q. What happened to all the memos and reports for
25 specific meetings, if you know?

1 A. In general they were not saved for any great length
2 of time.

3 Q. Okay. The meetings that you had, were they
4 formalized committee structure meetings or were they
5 just Hank and Joe getting together by the coffee
6 machine?

7 A. Well, there were was all kinds of meetings from the
8 coffee machine to specific reviews with the top
9 management of the company.

10 Q. Were there ever any specific reviews with the top
11 management of the company on the subject of fuel
12 system integrity of the XJ?

13 A. I don't remember. We did review the program
14 periodically with top management. Whether that was
15 ever on the agenda or not, I just can't remember.
16 It was a long time ago.

17 (Deposition Exhibit 166 was
18 marked for identification).

19 Q. (By Mr. Watts): Okay. Let me show you a document
20 that I marked as Discovery Exhibit 166 and have you
21 take a look at it, please.

22 A. Okay.

23 Q. Is that a memo in your handwriting?

24 A. Yes, it is.

25 Q. It shows to be written from the desk of Dennis

1 Renneker, is that right?

2 A. That's right.

3 Q. Okay. Let me see if we can't get through the

4 writing together and see what you said. It says --

5 the first sentence says, "Summary of HSRI report on

6 safety utilities vehicles"?

7 A. Yes.

8 MR. OTT: If I may for the

9 record, is there a date we can place on this?

10 MR. WATTS: No, there is not.

11 MR. OTT: Okay. Thank you.

12 Q. (By Mr. Watts): What is HSRI?

13 A. I believe -- it's a long time ago. I believe it was

14 Highway Safety Research Institute, University of

15 Michigan.

16 Q. Okay. Was that a report that they did on their own

17 or is it something that AMC contracted with them to

18 do?

19 A. To the best of my memory this was a document that

20 they did -- they certainly didn't do it at AMC's

21 request. I don't know why or under what

22 circumstances they did it.

23 Q. It was a study analysis of the safety of various

24 utility vehicles made by all the different

25 manufacturers, is that right?

1 A. It was a summary of accident investigation data in
2 Michigan on a variety of vehicles.

3 Q. Yes, okay. When is your best estimation as to when
4 that report came out?

5 A. I couldn't tell you. All I can say is it was during
6 the time I was in advanced engineering. It would be
7 sometime between '77 and '81.

8 Q. Okay. After you say summary of HSRI report on
9 safety of utility vehicles, you write, "It will no
10 doubt start some discussion, possibly action. Let's
11 get together on or let's get together our thoughts
12 on are XJ and YJ adequate." Did I read that
13 correctly?

14 A. That's right.

15 Q. Do you recall what you were addressing here in terms
16 of the adequacy of the XJ?

17 A. Yes. Specifically this entire report was really
18 couched in the context of rollover implying that
19 utility vehicles, narrow high utilities vehicles had
20 a higher rollover rate. That was basically the
21 subject of it.

22 Q. Okay. Then it says and B, can we make, and there's
23 some word that I can't make out, improvements to the
24 CJ.

25 A. I guess that's probably practical.

1 Q. Can we make practical improvements to the CJ. Then
2 it says, "Be careful of statements and especially
3 actions or documentation on this subject." What do
4 you mean by that?

5 A. Just what it says. My reading of the report, I
6 thought it was a very -- it was a very accurate
7 report in the facts that they put out, but they
8 themselves said that it was very easy to draw
9 erroneous conclusions from these facts, and I felt
10 myself as I went through the facts, it's one of
11 those things you start automatically drawing
12 conclusions from these facts that may be incorrect
13 conclusions, and as I said I think even they
14 cautioned you at the end to not draw a simplistic
15 conclusions from these facts. So I was just passing
16 on that caution to my people as to not just look at
17 this thing for five minutes and draw some simplistic
18 conclusion.

19 Q. Okay. If that's the reason you made the statement,
20 why are you talking about be careful of the
21 documentation on this subject?

22 A. Well, for exactly that reason.

23 Q. You don't want your engineers writing down things
24 that could be harmful to the company?

25 A. I don't want my engineers writing down incorrect

1 things. It's bad enough to be incorrect. It's even
2 worse to be incorrect and document it.

3 Q. Does AMC or did AMC have a policy intended to
4 restrict the documentation of engineers' opinions in
5 the analysis of its vehicles?

6 A. Absolutely not. These were strictly my own
7 thoughts. I stand by them today. I think they were
8 just good common sense.

9 Q. Did AMC have a policy whereby all of the documents
10 evidencing the design and the development process of
11 a given vehicle would be destroyed after the vehicle
12 went on the market?

13 A. They later at the last years of AMC, they did
14 publish a document retention policy. I don't know
15 when that started. They finally did end up with a
16 specific document retention policy as to what types
17 of documents should get held for what length of
18 time. During this time period, I don't think there
19 was any policy, or if there was, it was not widely
20 known.

21 Q. All right. The practice during this period of time
22 was that after the XJ went on line, all of the
23 design and development documents were discarded, is
24 that correct?

25 A. No, it's not correct.

1 Q. All right. After the XJ went on line, what happened
2 to all of the pieces of paper with you engineers
3 talking to each other during the design and the
4 development of the XJ?

5 A. As I said, I believe it was before there was any
6 known, formalized policies. So each individual just
7 made his own decision on the documents he had in his
8 desk, which ones to keep and which ones to discard.
9 I believe there were policies on official test
10 reports in the labs, but again I wasn't close enough
11 to labs to know what those were.

12 Q. Did AMC have any procedures in place whereby memos
13 and documents between engineers were retained by the
14 corporation itself in addition to the engineers?

15 A. Not that I'm aware of.

16 Q. Okay. Are you aware of any centralized location
17 whereby the design and development documents
18 concerning the XJs were maintained?

19 MR. OTT: During what periods of
20 time can we ask?

21 MR. WATTS: During any period of
22 time.

23 MR. OTT: Because it may have
24 changed.

25 MR. WATTS: I'm just trying to

1 figure out when all the stuff got destroyed, and if
2 you know, I'd like to know.

3 MR. OTT: I don't know what stuff
4 you're talking about being destroyed. We've
5 produced over fifteen volumes of this stuff to you,
6 Mr. Watts.

7 MR. WATTS: Yes, CJ garbage and
8 you know it.

9 MR. OTT: No, XJ is in all of
10 those documents.

11 MR. WATTS: Oh, bull. I don't
12 have a single piece of paper with engineers like
13 Mr. Renneker talking to each other about what
14 they're going to do on this vehicle.

15 MR. OTT: Well, we've looked at
16 two or three of them here today.

17 MR. WATTS: This is garbage and
18 you know. Look, there's no reason to argue about
19 it.

20 MR. OTT: No, wait a minute, I'm
21 going to object to that characterization.

22 MR. WATTS: I know you've given
23 me everything you have, but I know that there are
24 other documents out here where engineers talk to
25 each other about how we're going to design the fuel

1 tank.

2 MR. OTT: Well, I'd like you to

3 -- I'd like you to tell me how it is that you know

4 those things existed and that they were destroyed.

5 You're making an implication on the record here to

6 this witness which isn't supported by any facts, and

7 I resent that. I don't think it's fair.

8 MR. WATTS: Let me just continue

9 my inquiry.

10 Q. (By Mr. Watts): Mr. Renneker, is there something

11 unique about the XJ program that would explain this

12 absence of documents concerning the fuel system of

13 the XJ design and development program? Is there

14 something unique about the way it was done as versus

15 the CJ?

16 MR. OTT: Objection, it assumes

17 there is an absence of such documents. That has not

18 been established.

19 THE WITNESS: I agree. I don't

20 know that there is any absence of documentation. I

21 will answer your question there's nothing in my

22 knowledge that's unusual about this program versus

23 any other program I ever worked on relative to

24 document retention or lack of document retention.

25 Q. (By Mr. Watts): Okay. Do you have a recollection

1 of documents being created during the design and
2 development of the XJ about performance objectives
3 for the fuel tank?

4 A. Not that I can recall. It was an accepted objective
5 that we had to pass the or that we wanted to pass
6 the federal test.

7 Q. Was the only performance relating to fuel system
8 integrity in impact conditions to meet the federal
9 requirement?

10 A. In the advanced phase as I testified before, what we
11 dealt with as far as the design of the tank was to
12 make sure that we passed the federal standards and
13 then also to look at the design with common sense
14 and to the best of our ability try and anticipate
15 any other potential real world hazards.

16 Q. The only written standards that you guys were
17 working under was meet the federal requirement, is
18 that correct?

19 MR. OTT: The advanced guys?

20 THE WITNESS: The advanced group,
21 that's right.

22 Q. (By Mr. Watts): All right. And when you came back
23 to the production group, were you ever made aware of
24 a written performance standard other than meet the
25 federal requirement?

1 A. I'm not aware of one, but I might not have been
2 there. I was not that close to the lab. There
3 could have been other standards in the lab that were
4 tested that I wasn't aware of.

5 Q. But as a guy that was the director of advanced
6 vehicle engineering and later on in the program the
7 director of chassis engineering, you are not aware
8 of any performance standard that was written down
9 within American Motors other than make this vehicle
10 meet the federal standard, is that right?

11 A. Well, relative to the subject of car to car impact.
12 There were standards on how the fuel fill should
13 work, there were standards on how the gauge should
14 work. There were -- there are many corporate
15 standards, but as far as the actual rear impact
16 situation, I'm not aware of any beyond the federal
17 standard.

18 (Deposition Exhibit 167 was
19 marked for identification).

20 Q. (By Mr. Watts): Okay. Let me show you a document
21 that I've marked as Discovery Exhibit No. 167 dated
22 November 3, 1983. Just take a look at that for a
23 second.

24 A. Okay.

25 Q. Does it talk at all about fuel tanks?

1 A. I guess I would have to check every word. I don't
2 understand the point. This was a -- this was one of
3 a whole series of just periodic board reports that I
4 wrote.

5 Q. Discovery Exhibit 167 is a report that you wrote to
6 whom?

7 A. To this gentleman, Nick Hazelborn.

8 Q. Who is Nick Hazelborn at the time, what did he do?

9 A. I hate to tell you at that point I don't know
10 whether he was briefly -- I don't think I ever
11 worked for him. He may have had the job of
12 collecting the board reports for all of Mr. Lunn's
13 area.

14 Q. Okay. In addition to being written to
15 Mr. Hazelborn, it's copied to number of other
16 individuals who seem to have a little more
17 significance in the corporation I think. Is it your
18 best recollection that Mr. Hazelborn is some sort of
19 a secretary that collects documents like this and
20 that everybody that gets copied is the people that
21 actually need to read them?

22 A. No, I wouldn't say that. Okay. Now that I look at
23 the point in time, this is '83. It's possible I
24 could have been reporting to Mr. Hazelborn at that
25 time. I honestly don't remember.

1 Q. All right. In November of '83 you don't remember
2 what Mr. Hazelborn's function was, if any?
3 A. I'm sure he had a function.
4 Q. If any --
5 A. We reorganize. This Philip Vante was the first
6 Renault executive that when Renault executives came
7 in, we had quite a bit of reorganization, and there
8 was sometimes we would change organizations every
9 couple months. I can't really tell you exactly what
10 -- who was doing what at this point in time.
11 Q. All right. In any event, November 3, 1983 is going
12 to be right after the first XJ goes off the line and
13 into production, right, or out into the world?
14 A. That would be about right, yes.
15 Q. And you've written this chassis engineering report
16 to all of these individuals on the right side of
17 Discovery Exhibit 167, is that right?
18 A. That's right.
19 Q. Did all of those individuals have some sort of
20 oversight responsibility over the design of the XJ?
21 A. No.
22 Q. All right. Why was it that you were copying these
23 people?
24 A. I wanted them to get copies.
25 Q. I understand that, but what was your purpose for

1 wanting them to get copies?

2 A. Well, there were a whole variety. Some were my
3 subordinates, some were my superiors. I was sending
4 this information for information.

5 Q. Okay. Who was Mr. Vante and why did you send it to
6 him if you remember?

7 A. I believe at that time Mr. Vante was the vice
8 president of engineering.

9 Q. All right. The gentleman above him?

10 A. Mr. Temple I believe was a brake engineering manager
11 that worked for me.

12 Q. Okay. Mr. Ryder?

13 A. Mr. Ryder was on my staff. I believe he was a
14 chassis engineer at that time.

15 Q. Mr. Perkins?

16 A. At that point Mr. Perkins was in charge of the
17 safety group I believe.

18 Q. Okay. Mr. Nemeth?

19 A. I'm not sure. Mr. Nemeth may have had body
20 engineering at that point.

21 Q. Mr. McDonald?

22 A. I can't remember Mr. McDonald.

23 Q. Okay. Mr. is it Meshaud or Mashaud?

24 A. Meshaud. I believe he was in charge of releasing
25 functions, clerk type functions.

1 Q. Okay. Mr. MacAfee?

2 A. I believe Mr. MacAfee may have had drive train
3 engineering at that time.

4 Q. Mr. Hitler?

5 A. There is a point in time where I was reporting to
6 Mr. Hitler. He had engine design, and I can't
7 remember, I may have reported to him, I may have
8 reported to Hazelborn. This is a time of great
9 reorganization in the corporation.

10 Q. Okay. Mr. Castaing?

11 A. Mr. Castaing I believe at that time was director of
12 development.

13 Q. Okay. This memo was about the 8400 programs, the
14 8500 programs and the 8600 programs or at least it
15 mentions those, does it not?

16 A. Yes, it does.

17 Q. I assume the 8400 programs would be the '84 model
18 year?

19 A. I believe so.

20 Q. And the 8500 would be the '85 model year?

21 A. That would be my best guess.

22 Q. All right. And so what you're we doing is you're
23 giving chassis information to individuals like
24 Mr. MacAfee, Mr. Hitler, Mr. Castaing as to future
25 model years, is that right?

1 A. Sort of a periodic report on the major programs
2 being handled in my area for that particular month.
3 Q. All right.
4 A. What are you working on and what's the status.
5 Q. Okay. And chassis engineering in November of 1983
6 had certain programs relating to the '84, '85 and
7 '86 model years of the Jeep XJ, is that right?
8 A. Yes.
9 Q. And in Discovery Exhibit No. 167, we have you
10 reporting to gentlemen such as Mr. Castaing and
11 Mr. MacAfee and Mr. Vante as to the status of those
12 ongoing chassis engineering programs with regard to
13 future model years?
14 A. There's some brief statements here. I'm sure this
15 isn't all the projects that were being worked on.
16 It's kind of a brief status of major programs going
17 on for that month in my area. I'm sure all the
18 other department heads would have put the same thing
19 together for their area.
20 Q. Okay. Do you have any information as to the
21 involvement of Steve Krystoff as it relates to the
22 production engineering of the fuel system in the XJ?
23 A. I can't remember. Steve worked for me at various
24 times. Exactly what he worked on, I can't
25 remember.

1 Q. Okay. Do you recall who it was that was finalizing
2 the design and the development of the XJ during the
3 time that you were first coming back to chassis
4 engineering?

5 A. Well, the design and development was done. The
6 vehicle was in production. So there was no -- there
7 was no -- the initial design was done, the initial
8 development done, it was done, the vehicle was in
9 production. So we were probably dealing with any
10 problems that were related to that, the kind of
11 things you deal with after the car goes into
12 production, field problems, warranty problems.

13 Q. Okay. Between 1981 and 1983 when you were in power
14 train engineering, did you have any direct
15 involvement with the design and the development of
16 the fuel tank or the surrounding components for the
17 XJ?

18 A. I did not have the fuel tank. I did have the
19 exhaust system which is in the fuel tank
20 environment.

21 Q. Okay. Other than the exhaust system, did you have
22 any direct responsibility for the design and the
23 development of the fuel tank and the production
24 engineering of the fuel tank and the surrounding
25 components for the XJ?

1 MR. OTT: I'm sorry, what time
2 frame?
3 MR. WATTS: During the time that
4 he was director of power training engineering
5 between 1981 and 1983.
6 THE WITNESS: It wasn't power
7 train by the way, it was drive train. Power train
8 implies the engine.
9 MR. WATTS: You're absolutely
10 right. Let me reask the question.
11 Q. (By Mr. Watts): Between 1981 and 1983 when you were
12 the director of drive train engineering, other than
13 the exhaust system, did you have any direct
14 production engineering responsibility for the fuel
15 tank or any of its surrounding components?
16 A. I did not have the fuel tank. I did have the rear
17 axle which is a component that's in proximity to the
18 fuel tank. So I would say the rear axle and the
19 exhaust system were the components that I had
20 responsibility for that would be in the closest
21 proximity to the fuel tank.
22 Q. Okay. Who would have had responsibility for the
23 rear bumper and its attachment to the rear seals?
24 MR. OTT: Objection, asked and
25 answered about two and a half hours ago.

1 MR. WATTS: I forget what his
2 answer is.

3 MR. OTT: We'll try it again, if
4 you know.

5 THE WITNESS: Well, it switched
6 back and forth. It would have either been in the
7 body group under Carl Mitchell or it would have been
8 in the chassis group. Both of those groups I
9 believe at that time came under Mr. Seidl.

10 Q. (By Mr. Watts): Okay. Who was the director of
11 chassis engineering before you?

12 A. That's a good question. I can't remember.

13 Q. Okay. That's why I was stumped. I knew we talked
14 about Mitchell, but we were --

15 MR. OTT: Fair enough.

16 THE WITNESS: In that series the
17 bumper responsibilities sometimes switched back and
18 forth between body and chassis. So I don't know
19 exactly who had it for the XJ.

20 Q. (By Mr. Watts): All right. Other than your limited
21 oversight of the advanced vehicle engineering, you
22 had no responsibility for the rear bumpers that
23 attached to the rear seals?

24 A. On the XJ?

25 Q. On the XJ.

1 A. Other than the advanced phase, no.

2 MR. WATTS: Okay. Let me check

3 my notes. I think we're done.

4 VIDEO TECHNICIAN: Going off the

5 record at 12:10:26.

6 (Brief recess).

7 VIDEO TECHNICIAN: Going back on

8 the record at 12:11:04.

9 Q. (By Mr. Watts): Mr. Renneker, all of the design

10 work that was done by people in chassis engineering

11 and body engineering and drive train engineering

12 resulted at some point in time in a proposed design

13 for the XJ which had to be approved by somebody I

14 would suspect, is that right?

15 A. Well, basically the directors approved parts for

16 production. There were periodic reviews above that

17 level where the program was generally approved, but

18 not details of bolts and nuts.

19 Q. Right. So at the director level such as you,

20 Mr. Thornton after you, Mr. Mitchell, you guys would

21 be directly responsible for the nuts and bolts of

22 the design of the XJ, is that correct?

23 A. That's right.

24 Q. Now, with regard to the performance objectives for

25 the vehicle, was there a process by which management

1 would communicate with the lower level individuals
2 and engineers as to what it wanted this vehicle to
3 be able to do?
4 A. Yes.
5 Q. All right. And what were the types of documents
6 that were created by which management would
7 communicate its directives to the lower level
8 engineers responsible for nuts and bolts?
9 A. Well, the top management didn't usually have
10 directives relative to nuts and bolts. There were
11 during the advanced phases, there were objectives
12 relative to size and weight and how many passengers
13 and fuel tank capacity.
14 Q. That's what I'm talking about.
15 A. And 0 to 60 times, and those were basically agreed
16 to, it was my job when I was director of advanced
17 vehicle engineering to make sure that there were a
18 set of objectives that top management agreed to.
19 Q. All right.
20 A. And that was done in a series of meetings.
21 Q. It is not unusual for the performance objectives of
22 a vehicle to change after the vehicle leaves
23 advanced vehicle engineering and is in the
24 production engineering phase, would that be correct?
25 A. It's not unusual for the performance to change.

1 Usually by -- when the objectives are important is
2 when you're setting up the basic design of the car.
3 Once the design is fixed and you're going, sometimes
4 you end up with an actual performance that doesn't
5 meet the objective. Usually it's kind of a waste of
6 time to change the objective at that point, you just
7 say, okay, we're shooting for 28 miles per gallon
8 and we only got 27 1/2. You usually don't go back
9 and change the objective at that point.

10 Q. Okay. Well, is there a point in time before the
11 vehicle rolled off the assembly line or before the
12 vehicle actually went to the production plant where
13 the design had to be approved or signed off on?

14 A. Well, the latter stages of the advanced vehicle
15 phase, there's a basically a program approval where
16 the advanced group generally has an initial design
17 completed, usually has a prototype, styling group
18 has an approved styling clay, and there's a meeting
19 with top management that predicts what the vehicle
20 will weigh, what it will cost, what fuel economy it
21 will get. You demonstrate the prototype, you look
22 at the investment and management agrees to either go
23 ahead with the program based on those predictions or
24 not to go ahead with the program or to go back and
25 change something in the program, and then it's

1 approved. Beyond that, it's basically then up to
2 the individual directors to do the approval of the
3 specific detailed designs in their area.

4 Q. I realize there's a management approval at the point
5 in time when the pre or when the advanced
6 engineering is complete before it's pushed over into
7 production. My question to you is is between the
8 time that the vehicle program is transferred to the
9 production engineering and the time that the vehicle
10 actually goes to the plant for manufacturing, is
11 there a process by which upper level management
12 approves the program late in the production
13 engineering phase, approves the specifics of what
14 production engineering has done?

15 A. Well, the program is already approved. If there's a
16 problem, they might decide to cancel the program or
17 stop the program or change the program or slow the
18 program down. So once the program is approved,
19 generally the feedback to top management is how it's
20 going, are we meeting all our tests, are we having
21 -- are we having trouble, and basically it's a
22 matter of do we continue or do we stop.

23 Q. If someone like Steve Krystoff with responsibility
24 over the fuel tank made an observation in 1982 for
25 example during the production engineering phase that

1 this fuel tank is susceptible to puncture by the
2 bolt that I showed you, and he wanted to put some
3 sort of a protective cover on the bolt or a sturdy

4 thorough fuel tank shield that you say would be of
5 some assistance around the fuel tank, what would he
6 have to do to get that approved?
7 A. Let's clear it up. I never said that a fuel tank
8 shield around -- a sturdy around the tank would be
9 of assistance. That was your --
10 Q. Then forget that and let me reask the question.
11 A. Okay, fine.
12 Q. Assume with me for a second that there are qualified
13 engineers out there that believe that fuel tank
14 shields around fuel tanks is a good thing in rear
15 end collisions, okay?
16 A. Mm-hmm.
17 Q. And assuming that for some reason in 1982
18 Mr. Krystoff sees the light and says I think a fuel
19 tank shield would be a great idea to protect people
20 from burning alive in this Jeep Cherokee and I want
21 to put it on the vehicle for safety's sake. What
22 does he have to do to get that shield on the vehicle
23 if he's got a design that he wants to do?
24 A. That's very easy. He has a chain of command, he has
25 a person that he reports to. They report to a

1 director. They would make their case, they would
2 have an interior -- they would have a meeting. If
3 everyone agrees with Mr. Krystoff that this is a
4 great thing to do and we ought to do it, the
5 director would have the authority to do certain
6 things on his own. If it turned the vehicle totally
7 upside down, he would have to go higher than that to
8 get authority. On the other hand, they might have
9 this meeting as engineers and they might not agree
10 with Mr. Krystoff. He might get into honest
11 difference of opinion between engineers of good
12 faith as to whether we should make this change or
13 not, and it's the director's responsibility to --
14 that's what he gets paid to make those decisions.

15 Q. If they had the meeting and they decide that the
16 shield would be a good idea but it's going to cost
17 four or five bucks a car to put it on, do they have
18 to take it up higher to get the cost approved?

19 A. No, the director is responsible to report what the
20 cost is in his area. So if he reports periodically
21 -- he could make that decision and say my -- I
22 decided to spend \$5 more on the vehicle, and that's
23 basically his decision.

24 Q. If as the director of chassis engineering you had
25 made such a decision to put some protective device

1 around the fuel tank costing an extra \$5 a car which
2 kicked you \$5 over your budget for the car, did you
3 have the power to make that without getting it
4 approved by higher level management?

5 A. Absolutely. Done it many times.

6 Q. You have.

7 MR. OTT: This is just so I
8 understand a hypothetical.

9 MR. WATTS: Sure.

10 MR. OTT: Because he wasn't in
11 that job title at that time.

12 MR. WATTS: I'm just trying to
13 figure out what the procedure is.

14 THE WITNESS: I've gone over my
15 budget on my own authority many times.

16 Q. (By Mr. Watts): All right. So you're allowed to go
17 \$5 over budget for a particular car without approval
18 from upper level management?

19 A. I don't know what -- I do what I think is right and
20 I tell my boss what I did and he either agrees with
21 me or argues with me.

22 Q. Do you have to get approval from your boss before
23 you can do it?

24 A. I don't. I would make a \$5 decision on my own. I
25 would periodically tell my boss what I did, and he

1 would either agree with it or he might disagree with
2 it in which case then we would have a disagreement
3 which happens quite often.

4 Q. If you had a disagreement, does your boss have the
5 authority to tell you, no, you can't put the \$5
6 safety part on the vehicle because it puts you over
7 budget? Can he reject the safety part if it kicks
8 you over budget?

9 A. He could. He could fire me, but he doesn't usually
10 do that.

11 Q. All right. Now, is -- what if somebody wanted to
12 put a protective washer around that bolt and figured
13 out that it was technologically feasible but it was
14 going to add 5 or 6 cents a car to the cost of the
15 vehicle.

16 A. Yes.

17 MR. OTT: Is the question if the
18 process is the same?

19 Q. (By Mr. Watts): Do you have to get director
20 responsibility -- strike that. Mr. Ott's helping me
21 with my question. So I managed to get it botched.
22 Normally I can do it pretty well by myself, but let
23 me try this one again.

24 MR. OTT: I was thinking of a way
25 to simplify it.

1 MR. WATTS: Well, I've got a
2 feeble mind that's kind of straining for questions
3 here.
4 Q. (By Mr. Watts): Mr. Renneker, if somebody made the
5 decision that they wanted to add a protective washer
6 around the bolt that I showed you in Discovery
7 Exhibit 165, what would they have to do to get it
8 approved if it added 5 cents a car cost to the
9 program?
10 A. It added 5 cents, nothing, they would just do it.
11 Q. Okay. Based upon your experience in the use of
12 protective washers, what is the per part cost on a
13 protective washer? What's your best estimation?
14 A. I can't say. It would be a low cost.
15 Q. Somewhere in the order of 5 cents?
16 A. I don't know.
17 Q. Name me some ball park of what we're talking about?
18 Are we talking about 5 cents or a dollar or four
19 dollars a protective washer? What's your best
20 estimation?
21 MR. OTT: He says he doesn't
22 know. I mean, if he can ball park it within those
23 kind of ranges, that's fine.
24 MR. WATTS: I think he can ball
25 park it.

1 THE WITNESS: Under a dollar.

2 Q. (By Mr. Watts): Okay. And so can we all be

3 comfortable when I argue to this jury that there

4 should have been a protective washer on that bolt

5 that we're talking about a piece cost of under a

6 dollar a car?

7 A. Yes, but in some cases you could have a 20 million

8 dollar --

9 Q. Tooling cost?

10 A. -- two-year tear up to the plant to put in.

11 Q. I understand. Independent of tooling and plant tear

12 up, the piece cost for adding a protective washer on

13 a bolt like what we looked at would be under a

14 dollar a car?

15 A. That would be my estimate.

16 MR. WATTS: Okay. I think that's

17 all my questions. Thank you, sir.

18 MR. WATTS: We're running short

19 of lawyers. I don't have any questions.

20 VIDEO TECHNICIAN: Going off the

21 record at 12:33:08.

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FURTHER DEPONENT SAITH NOT.

DENNIS RENNEKER

Subscribed and Sworn to before me this _____ day
of _____, 19 _____.

Notary Public,
County, Michigan.

My Commission expires:

1 employed by the parties hereto or financially
2 interested in the action.

3 IN WITNESS WHEREOF I have hereunto set my hand
4 and affixed my Notarial Seal this 9th day of
5 February, 1995.

6

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Diane L. Szach, CSR-3170,

10

Notary Public, Oakland County, MI

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12

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14 My Commission Expires:

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16 June 18, 1996.

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ORIGINAL

ERRATA SHEET

CASE CAPTION: SIHANOURAS vs. AROCHACIVIL ACTION NO.: 94-C-0653DATE OF DEPOSITION: FEB. 2, 1995NAME OF DEPONENT: Dennis Renneker VOLUME NO. 1

PAGE NO.	LINE NO.	CHANGE AND/OR CORRECTION
120	7	CORRECT NAME IS NICK AZELBORN
121	5	CORRECT NAME IS PHILLIPE VENTRE

2/21/95

DATE

D. N. Renneker

SIGNATURE OF DEPONENT

FA12-905-034415

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FURTHER DEPONENT SAITH NOT.

DENNIS RENNEKER

ORIGINAL

Subscribed and Sworn to before me this ____ day
of _____, 19 ____.

Notary Public,
County, Michigan.

My Commission expires:

NO. 94-C-0653

BONMEE SIHANDURAJ, ET AL) IN THE 23RD JUDICIAL
)
VS.) DISTRICT COURT OF
)
AUGUSTINE AROCHA, ET AL) BRAZORIA COUNTY, TEXAS

VIDEO DEPOSITION OF

JOE SEIDL

COMPLIMENTARY DEPOLITE FOR:

Burgain G. Hayes

By:

Glenda Fuller & Associates
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NO. 94-C-0653

BONMEE SIHANOURAJ,
ET AL.) IN THE 23RD JUDICIAL
VS.) DISTRICT COURT OF
AUGUSTINE AROCHA,) BRAZORIA COUNTY, TEXAS
ET AL.)

VIDEO DEPOSITION OF JOE SEIDL

ANSWERS AND DEPOSITION OF JOE SEIDL, a
witness called by the Plaintiff, taken before
Glenda Fuller, Certified Shorthand Reporter and
Notary Public in Travis County for the State of
Texas, on the 29th day of September, 1994,
between the hours of 1:15 o'clock p.m. and 5:10
o'clock p.m., in the offices of Clark, Thomas &
Winters, 1200 Texas Commerce Bank Building, 700
Lavaca Street, Austin, Texas, pursuant to the
Texas Rules of Civil Procedure.

GLENDA FULLER & ASSOCIATES (512) 478-7883

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MR. HAYES: By agreement of
counsel, I am providing the witness today.

(At this time there was a
discussion off the record.)

MR. HAYES: By agreement of
counsel, we are providing someone in response
to a notice of deposition and with an
accompanying Subpoena Duces Tecum on design
applications on behalf of American Motors
Corporation. First of all, there is no
American Motors Corporation currently, so there
is no corporation that could respond to this
subpoena. However, Chrysler in recognition of
the fact that there is -- there is by virtue of
stock purchases an agreement whereby Chrysler
Motors is responsible for the liabilities and
assets of American Motors Corporation. We have
located a retired former employee of American
Motors and requested that he come to Austin to
be deposed pursuant to this subpoena. In
addition, we have agreed to provide certain
documentation of American Motors vehicles that
were developed and/or manufactured under the
direction of the witness as well. I want the
record to reflect that I do not constitute my

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providing those materials -- I do not agree
that my providing those materials constitutes a
waiver on my part of discovery that either goes
beyond the scope of our current responses which
are limited to XJ vehicles, nor do I want the
providing of the witness to be stated as being
a knowing agreement by me to expand the ambit
of discovery beyond the areas that we have
indicated in our responses to be the end of
discovery. I can't bind plaintiff's counsel
for that, but that is -- that is the intention
that -- of my client. With that, I think we
can proceed with the deposition. You've had an
opportunity to review his file, have you not?

(At this time there was a
discussion off the record.)

JOE SEIDL

was called as a witness and, having been
previously duly sworn, testified as follows:

EXAMINATION

QUESTIONS BY MR. WATTS:

Q. What is your name, please?

A. Joseph A. -- middle initial A. Seidl.

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Q. Mr. Seidl, you worked with the American Motors
Corporation for approximately 24 years between
1960 and 1983; is that true?

A. That's correct.

Q. Okay. I want to go briefly through your
history at AMC just to get it on the record,
although I think I know what your answers are
going to be. Tell me what position you assumed
at that the American Motors Corporation in
1960.

A. When I joined American Motors in 1960, the
position I held was that of chief body engineer
for Kenosha operations.

Q. Okay. And how long did you hold that position?

A. Through 1963.

Q. In 1963 you were named executive engineer?

A. Yes, that's correct.

Q. Tell the jury what the term "executive
engineer" means in the AMC parlance of the mid
'60s.

A. Well, it was a name that was coined for the
position that I was given so as to embrace not
only the body engineering aspects, but also the
chassis and power train aspects.

Q. Okay. In talking with Mr. Thornton previously

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- 1 he agreed with me that at least within AMC the
2 topic of fuel systems was basically within the
3 purview of the chassis engineering system at
4 AMC. Would that be correct?
- 5 A. Fundamentally that's correct. There are --
6 there are some areas that wash into other
7 disciplines, but fundamentally that's correct.
- 8 Q. Obviously, there are some interplay with body
9 engineering and some with power train.
- 10 A. Yes.
- 11 Q. But would it be correct that the primary focus
12 of fuel systems engineering would be inside
13 chassis engineering?
- 14 A. That's correct.
- 15 Q. Okay. And so would it further be correct that
16 when you assumed the position of executive
17 engineer, you assumed some responsibility over
18 chassis engineering and therefore began
19 involvement with fuel systems?
- 20 A. Well, not -- not really.
- 21 Q. Okay.
- 22 A. That happened later, but not with the job title
23 of executive engineer. That responsibility
24 came later with another job.
- 25 Q. Okay. What was your primary function as

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- 1 executive engineer?
- 2 A. Basically to have better interplay between the
3 proving grounds activities and findings and the
4 chassis and body engineering section themselves
5 so as to have a better umbrella to convey
6 information back and forth and to try to get
7 things done more effectively.
- 8 Q. Okay. This interplay between the proving
9 grounds and body and chassis engineering relate
10 to crash tests that were performed?
- 11 A. No, not at that time. It related to durability
12 work and endurance testing.
- 13 Q. Okay. And then sometime in 1964 you became the
14 chief engineer for Wisconsin operations; is
15 that right?
- 16 A. That's correct.
- 17 Q. Okay. Tell me what your job function was when
18 you became the chief engineer for Wisconsin
19 operations.
- 20 A. Basically that job function covered the
21 production engineering design responsibility
22 for all of our then current passenger car
23 production as well as responsibility for
24 refining and modifying as necessary designs
25 intended for the next model year.

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- 1 Q. Was this responsibility limited to the
2 passenger cars that were being manufactured at
3 the Kenosha plants or were there any other
4 plants manufacturing for AMC at that time?
- 5 A. There at that time were no other manufacturing
6 assembly plants other than in Kenosha.
- 7 Q. In 1970 you moved to Detroit; is that right?
- 8 A. That's correct.
- 9 Q. All right. And tell me what position you
10 assumed in 1970.
- 11 A. The position I assumed in 1970 was director of
12 passenger car engineering.
- 13 Q. For American Motors?
- 14 A. For American Motors.
- 15 Q. Okay. And was it still true that in 1970 all
16 of the manufacturing in American Motors was
17 being done in Kenosha, Wisconsin --
- 18 A. Well --
- 19 Q. -- prior to the acquisition of Jeep?
- 20 A. Yes. The reason I was about to say well is
21 because that 1970 happened to be the same year
22 when American Motors acquired Jeep Corporation.
- 23 Q. Okay. Now, immediately after the acquisition
24 of Kaiser Jeep Corporation, was all of the
25 manufacturing either being done in Kenosha,

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- 1 Wisconsin, or Toledo, Ohio?
- 2 A. The assembly operations were being done there.
3 There were other manufacturing operations
4 elsewhere, but the assembly was done in those
5 two cities.
- 6 Q. Now, tell me what your responsibility was as
7 the director of passenger car engineering for
8 American Motors between 1970 and 1988?
- 9 A. All right. Basically it was the responsibility
10 for doing all of the production engineering for
11 all of the bodies, all of the chassis elements,
12 all of the electrical elements and disciplines
13 and the heating, ventilating, air-conditioning,
14 as well as being responsible for materials
15 engineering and administrative responsibility
16 for the proving grounds.
- 17 Q. When you were the director of passenger car
18 engineering for American Motors between 1970
19 and 1982, did you have direct responsibility
20 for the design of the fuel systems that went
21 into American Motors passenger cars?
- 22 A. Could I go back on the last question just to
23 clarify something so we won't get confused
24 later? It's perhaps a detail point, but
25 beginning in 1979, I believe it was, my title

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1 was changed slightly. It was changed to
 2 director of vehicle engineering as opposed to
 3 director of passenger car engineering.
 4 Q. Okay. Was that a name change only or did you
 5 assume some of the truck engineering functions?
 6 A. It was a name change only that was precipitated
 7 by my work with the Eagle vehicle which was a
 8 four-wheel drive and a multiple purpose vehicle
 9 rather than a passenger car vehicle by
 10 definition and that was what prompted it.
 11 Q. All right. Is it still correct that between
 12 1979 and 1982 you had no responsibility for the
 13 engineering design of Jeep vehicles?
 14 A. That is correct.
 15 Q. Okay. And so from 1970 to 1982 --
 16 A. Well, excuse me. Could I go back on that? I'm
 17 sorry.
 18 Q. That's all right.
 19 A. I began work on a Jeep vehicle, the Cherokee
 20 XJ, actually in 1979. I continued with my
 21 responsibilities for our passenger cars through
 22 the 1982 period.
 23 Q. Okay. All right.
 24 MR. HAYES: Mike, I think I
 25 can clarify this quickly and you can go on.

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1 The things he did not have responsibility for
 2 were the CJ line and the senior Jeep line which
 3 was already in production and had been in
 4 production for many years.
 5 MR. WATTS: My very next
 6 question.
 7 QUESTIONS BY MR. WATTS:
 8 Q. My question is, would it be safe for me to
 9 assume that other than the new XJ that was
 10 going to come out, that between 1970 and 1982
 11 you had no engineering responsibility for all
 12 the other vehicles being assembled by the Jeep
 13 Corporation or the Jeep group within AMC?
 14 A. That's true.
 15 Q. So between 1970 and 1982 the primary focus of
 16 your responsibility was on the engineering
 17 design that went into the passenger cars and
 18 the XJ starting in '79?
 19 A. Yes, because beginning with '79, that was my
 20 real focus.
 21 Q. Okay. Now, I've read in some of your past
 22 depositions that late in 1982 you almost went
 23 into retirement and then were pulled back out
 24 of it for a little bit. Tell me about that.
 25 A. Well, it didn't go quite that way, but I did

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1 accept an early retirement at the end of 1982,
 2 but I was asked to stay on beyond my official
 3 retirement date as a consultant to finish some
 4 work, frankly, on the XJ that I was very
 5 familiar with, and so I agreed to that.
 6 Q. Okay. And when did you officially retire from
 7 the company?
 8 A. The end of December 1982.
 9 Q. When did you stop doing work on the XJ and
 10 leave the company?
 11 A. I can't give you an exact date, but it's right
 12 around the 1st of March of 1983.
 13 Q. Okay. And would I be correct that by the 1st
 14 of March of 1983 all of the engineering
 15 decisions as to what designs would go into the
 16 XJ had been completed by the time you left?
 17 A. Well, that was -- that was fundamentally --
 18 that's fundamentally correct. There's always
 19 changes that are ongoing beyond a point, but
 20 yes, that's fundamentally correct.
 21 Q. Other than glitches at the manufacturing plant
 22 that had to be accommodated?
 23 A. There are always some of those.
 24 Q. But other than those kind of manufacturing
 25 plant glitches, the basic design that was going

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1 to become the XJ was completed by the time you
 2 left the company in March of 1983?
 3 A. That's correct.
 4 (At this time instruments
 5 were here marked as Discovery Exhibits Nos.
 6 103, 104, 105 and 106 for identification.)
 7 QUESTIONS BY MR. WATTS:
 8 Q. Okay. Now, Mr. Seidl, let me hand you
 9 discovery Exhibit 106, which is a document
 10 entitled "Plaintiff's First Amended Notice of
 11 the Deposition of the Witness of American
 12 Motors Corporation Regarding Design
 13 Applications." First of all, have you seen
 14 this document before?
 15 A. Yes, I have.
 16 Q. Okay. And with regard to the subjects that are
 17 covered in that particular document, let me
 18 take you through that real quick. In this
 19 document the plaintiffs ask American Motors to
 20 designate a person to testify on its behalf
 21 with regard to the design application
 22 incorporated into vehicles designed and
 23 manufactured by American Motors and Jeep
 24 Corporation from 1965 to the present relating
 25 to the location of fuel tank, first of all.

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1 Are you the witness that AMC has selected to
 2 testify on its behalf with regard to the years
 3 that are covered during your participation
 4 between 1965 and 1982?
 5 A. Yes, I am.
 6 Q. Okay. With regard to the subject of the design
 7 applications incorporated into vehicles
 8 designed and manufactured by American Motors
 9 and Jeep Corporation from 1965 to the present
 10 relating to "the use or nonuse of protective
 11 shields meant to protect the fuel tank from
 12 rupture in the event of a collision and the
 13 material composition and thickness thereof,"
 14 are you the witness that American Motors has
 15 designated to testify on its behalf with regard
 16 to the vehicles manufactured by it from 1965 to
 17 1982?
 18 A. Yes, I am.
 19 Q. The third subject also design applications
 20 regarding "the filler pipe or hose design
 21 incorporated into the vehicles, specifically
 22 including the design and the materials used
 23 (whether steel or rubber hose, or a combination
 24 thereof)"; and (b) "the location and routing of
 25 such filler pipe or hose from the fuel filler

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1 door to the fuel tank, specifically including,
 2 whether the fuel filler hose is routed through
 3 a hole in the frame rail, rear sill or other
 4 structural members," are you the person that
 5 American Motors has designated to testify on
 6 its behalf on that subject as well?
 7 A. Yes, sir.
 8 Q. Thank you, sir. Now, in the Subpoena Duces
 9 Tecum that is attached to this particular
 10 notice, I asked that you bring certain
 11 documents with you. In Subcategory (a) of the
 12 Subpoena Duces Tecum I asked for a curriculum
 13 vitae and you've been kind enough to supply me
 14 one and I've marked it as Discovery Exhibit No.
 15 103. Is Discovery Exhibit No. 103 a true and
 16 correct copy of your curriculum vitae which
 17 fairly and accurately sets forth your
 18 background and training and experience in the
 19 field of automobile design?
 20 A. Yes, it does.
 21 Q. Okay. In Subsection (b) of the Subpoena Duces
 22 Tecum I asked that you-all bring "shop manuals,
 23 design layouts or any documents required by the
 24 witness to accurately demonstrate design
 25 applications incorporated into vehicles

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1 designed and manufactured by American Motors
 2 Corporation from 1965 to the present relating
 3 to the subjects in Subcategory (1)(a) above."
 4 You've been kind enough to bring some documents
 5 with you; is that right?
 6 A. Yes, sir.
 7 Q. You're responsible for that. Let's go ahead
 8 and go through that real quick and mark those
 9 documents, if we could, before we talk about
 10 them. First of all, have you been kind enough
 11 to make a document which basically is a grid
 12 showing which vehicles American Motors had in
 13 production over various model years?
 14 A. Yes.
 15 Q. All right. And that's Discovery Exhibit No.
 16 104, is it not?
 17 A. Yes, it is.
 18 Q. Okay. And as we look at the second page of
 19 Discovery Exhibit No. 104, you've made us a
 20 chart that basically has various types of
 21 information with regard to each one of those
 22 vehicles; is that correct?
 23 A. Yes.
 24 Q. All right. And in terms of the information
 25 contained with regard to each one of those

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1 vehicles we have, for example, No. 1, the fuel
 2 tank location; is that correct?
 3 A. Yes.
 4 Q. No. 2, the fuel tank material or composition;
 5 is that correct?
 6 A. Yes.
 7 Q. No. 3, the fuel filler location?
 8 A. Yes.
 9 Q. No. 4 is the material of the fuel filler pipe
 10 or filler tube up to model year 1976; is that
 11 correct?
 12 A. Yes.
 13 Q. The next column is the material of the fuel
 14 filler pipe or tube starting in model year 1977
 15 continuing forward; is that right?
 16 A. Yes.
 17 Q. Okay. The second to the last column is the
 18 fuel filler tube routing; is that right?
 19 A. Yes.
 20 Q. And the final column is the -- whether or not
 21 AMC applied a fuel tank shield to surround the
 22 fuel tank; is that correct?
 23 A. Yes, sir.
 24 Q. All right. Now, next we have a document that
 25 you have typed up entitled "XJ Design

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1 Considerations," although I think it has some
 2 other subjects, and I've marked it as Discovery
 3 Exhibit No. 105, and why don't you just tell me
 4 generally that document is?
 5 A. Basically this document describes in rather
 6 terse language the thought processes and then
 7 the engineering design processes that go into
 8 or did go into the XJ vehicle and is sort of a
 9 general thing and yet it's specific with
 10 regards to the XJ vehicle itself.
 11 Q. Okay. And this is something that you prepared
 12 in preparation for this deposition; is that
 13 right?
 14 A. I prepared it prior to this deposition to
 15 relate with Mr. Hayes.
 16 Q. Okay.
 17 MR. WATTS: And pursuant to
 18 an agreement that Mr. Hayes and I had, at this
 19 time I'll put it on the record that both
 20 discovery Exhibit 104 and Discovery Exhibit 105
 21 are acknowledged to be documents that were
 22 created by Joe Seidl, an individual, not
 23 necessarily as a representative of the
 24 company. And I want to tell you I appreciate
 25 the work that you did to get this ready so we

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1 could proceed efficiently in this deposition.
 2 QUESTIONS BY MR. WATTS:
 3 Q. All right. Let's keep going through the
 4 documents before we talk about them
 5 specifically. Next we have a notebook with a
 6 variety of documents in it, and what I want to
 7 do is just go through that real briefly with
 8 you and mark them and get you to explain what
 9 each one of them is.
 10 (At this time an instrument
 11 was here marked as Discovery Exhibit No. 107
 12 for identification.)
 13 QUESTIONS BY MR. WATTS:
 14 Q. The first page is Discovery Exhibit No. 107,
 15 which seems to be some sort of a parts diagram
 16 for the gas tank of some 1970 vehicle and it
 17 has a code on the bottom. What does that code
 18 say?
 19 A. The code says 10/80, which is an indication of
 20 the model or the series of the vehicle that the
 21 pictorial applies to.
 22 Q. As we look at the bottom, the first
 23 parenthetical says 10. What does the code 10
 24 mean?
 25 A. 10 is a series designation for the vehicle

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1 which by badge name was called a Classic.
 2 Q. Okay. And the Classic was one of the many
 3 lines of vehicles that the American Motors
 4 Corporation manufactured and sold in the '60s
 5 under the name Rambler and then there were
 6 different kind of Ramblers; is that right?
 7 A. Yes. That's correct.
 8 Q. Okay. And what does the second parenthetical
 9 80 means?
 10 A. That refers to the series which had a badge
 11 name of Ambassador.
 12 Q. Okay. Now, by looking at Discovery Exhibit No.
 13 107, can we deduce from this document that the
 14 fuel systems of the 1970 Classic and the 1970
 15 Ambassador were the same?
 16 A. Yes, you can deduce that, and that's correct.
 17 (At this time an instrument
 18 was here marked as Discovery Exhibit No. 108
 19 for identification.)
 20 QUESTIONS BY MR. WATTS:
 21 Q. Good. Okay. Let's go on to the next piece of
 22 paper, which is Discovery Exhibit No. 108,
 23 which is the fuel tank for another vehicle also
 24 built in 1970, and why don't you tell me what
 25 that is, sir. It's got the code 18/88 -- 18

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1 and then 88?
 2 A. Yes. 18 refers to the Classic station wagon
 3 body style.
 4 Q. All right.
 5 A. The 88 refers to the Ambassador station wagon
 6 body style.
 7 Q. So this would be the fuel system component part
 8 drawing or summary for the fuel systems of the
 9 1970 Classic and Ambassador station wagon?
 10 A. That's correct.
 11 Q. Okay. Thank you, sir.
 12 (At this time an instrument
 13 was here marked as Discovery Exhibit No. 109
 14 for identification.)
 15 QUESTIONS BY MR. WATTS:
 16 Q. Next we have Discovery Exhibit No. 109, which
 17 has a code of 40 on it. What does the code 40
 18 mean?
 19 A. The code 40 means that this was -- and the
 20 model years '73 to '76 means that this was a
 21 vehicle -- or parts for a vehicle badged the
 22 Gremlin.
 23 Q. Okay. And the Gremlin was a subcompact entry
 24 that American Motors introduced, I believe it
 25 was in April of 1970?

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- 1 A. It was a midyear introduction, that's correct.
 2 I think that would be very close.
 3 Q. And that would be the vehicle that competed
 4 with the Volkswagen and later with the Vega and
 5 the Pinto, for example?
 6 A. That's correct.
 7 Q. Okay. And so as we look at Discovery Exhibit
 8 No. 109, that would be the fuel systems parts
 9 layout and summary, for example, for the 1973
 10 through '76 AMC Gremlins?
 11 A. Correct.
 12 (At this time an instrument
 13 was here marked as Discovery Exhibit No. 110
 14 for identification.)
 15 QUESTIONS BY MR. WATTS:
 16 Q. Okay. Next we have Discovery Exhibit No. 110,
 17 which on the bottom says "Fuel tank... 01."
 18 What is Discovery Exhibit 110 showing?
 19 A. 01 designates this that this is for the Hornet
 20 series vehicles.
 21 Q. All right. And the Hornet was a compact entry
 22 that AMC introduced, was it the '69 model year?
 23 A. It was introduced in the '69 calendar year, but
 24 it was a 1970 model.
 25 Q. Okay. And this would be not a subcompact, but

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- 1 slightly larger than a compact size; is that
 2 right?
 3 A. No, I would say it was strictly a compact.
 4 Q. Okay. Competed with things like the Ford
 5 Maverick?
 6 A. Yes, yes.
 7 Q. Okay. All right. And do we know by looking at
 8 Discovery Exhibit No. 110 whether this is the
 9 fuel system parts layout or drawing for all of
 10 the different model years of the Hornet?
 11 A. Well, unfortunately, unlike the other sheets we
 12 just looked at, this does not have a
 13 designation as to model year. But by looking
 14 at it, I can tell you that it would cover model
 15 years 1970 through 1976, basically.
 16 Q. When was the Hornet discontinued?
 17 A. The last year of the Hornet line was 1977.
 18 Q. Okay. And so you redid the fuel system for '77
 19 then discontinued it the same year; is that
 20 what happened?
 21 A. Well, the series that replaced it was a
 22 derivative similar vehicle, but basically, yes,
 23 what you said is correct.
 24 Q. What series replaced it in 1977?
 25 A. A vehicle by the name of Concord, and that was

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- 1 a 1978.
 2 Q. All right. Okay.
 3 (At this time an instrument
 4 was here marked as Discovery Exhibit No. 111
 5 for identification.)
 6 QUESTIONS BY MR. WATTS:
 7 Q. Next we have Discovery Exhibit No. 111, and on
 8 the bottom it says 1974, and then it has
 9 15-16-85, and then it says 1974 16-85, what
 10 does all of that tell us what this is?
 11 A. All right. Well, after the 1974, the 15
 12 designates a Matador four-door sedan. The 16
 13 designates a Matador two-door coupe. The 85
 14 designates the Ambassador sedan. And then
 15 under 1975, the 16 again designates the Matador
 16 coupe, and the 85 again designates the
 17 Ambassador sedan excepting as I am sitting here
 18 thinking about it, I believe we may have called
 19 the 85 in 1975 also a Matador. I'm not certain
 20 about that, but there was a name switch there.
 21 Q. Uh-huh. When was the Matador introduced?
 22 A. The Matador came into being in 19 -- I believe
 23 it was '70 -- '71. I believe it was '71.
 24 Q. All right.
 25 MR. HAYES: Is that on your

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- 1 chart, Mr. Seidl?
 2 THE WITNESS: No, it really
 3 isn't. There were some changes in names for
 4 the 10 series vehicles that occurred in this
 5 general time period and it went from Classic to
 6 Rebel and finally to Matador and they were all
 7 what we called Series 10 vehicles.
 8 QUESTIONS BY MR. WATTS:
 9 Q. Got you.
 10 A. So it's a bit confusing.
 11 Q. In the mid '60s the AMC Classic -- it was sold
 12 as the AMC Classic, in the late '60s the name
 13 changed to Rebel, and in 1971 it changed from
 14 Rebel to the Matador?
 15 A. I believe you're absolutely correct.
 16 Q. And it's all Series 10 vehicles?
 17 A. Yes.
 18 Q. So when we look at Discovery Exhibit No. 111,
 19 what we get is the fuel system layout for the
 20 1974 Matador four-door sedan, Matador two-door
 21 coupe and the Ambassador sedans as well as the
 22 fuel system for the 1975 Matador coupe and the
 23 1975 Ambassador sedan; is that right?
 24 A. Yes.
 25 Q. Did the fuel system for the '75 Matador sedan

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1 change or how did that work?

2 A. No, what I was alluding to earlier and I may
3 not have described it very well, was that I
4 believe based on my recollection that in 1975
5 that we dropped the name Ambassador. If it
6 wasn't in '75, it was in '76, but I'm not sure
7 which of those two years.

8 (At this time an instrument
9 was here marked as Discovery Exhibit No. 112
10 for identification.)

11 QUESTIONS BY MR. WATTS:

12 Q. Okay. Let me show you Discovery Exhibit No.
13 112 which on the bottom says "Fuel tank...
14 70." Tell me what that is, sir.

15 A. The 70 series is the Javelin vehicle.

16 Q. Okay.

17 A. Two-door vehicle.

18 Q. The Javelin was introduced to replace the
19 Marlin, wasn't it?

20 A. Well, not really. They were two completely
21 different types of vehicles.

22 Q. Okay. When was the Javelin introduced?

23 A. The Javelin was introduced in 19 -- as a 1969
24 model, I believe, or in -- in fiscal year 1968,
25 is my recollection.

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1 Q. Okay. Yeah, I think that's right. When was
2 the Javelin discontinued?

3 A. The last year -- model year of the Javelin was
4 1974.

5 Q. Okay. And so from '68 to '74 American Motors
6 sold the vehicle known as the Javelin. Did the
7 fuel system and the rear end structure remain
8 basically the same?

9 A. For those years?

10 Q. Yes, sir.

11 A. Through those years? Yes, it did.

12 Q. So as we look at Discovery Exhibit No. 112, are
13 we looking at the fuel tank component drawings
14 that would apply to the 1968 through 1974 AMC
15 Javelin vehicles?

16 A. I would say that's substantially correct.

17 Q. Okay. Thank you.

18 (At this time an instrument
19 was here marked as Discovery Exhibit No. 113
20 for identification.)

21 QUESTIONS BY MR. WATTS:

22 Q. Next we've got Discovery Exhibit 113, which
23 says "Fuel tank... 60." Tell me what that is,
24 sir.

25 A. The 60 series vehicle was badged the Pacer.

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1 Q. Okay. The Pacer was introduced in 1975?

2 A. Yes. It was introduced, I think, midyear 1975.

3 Q. And discontinued when?

4 A. I believe the last Pacers were built -- they
5 were built as 1980 models. I don't know
6 just -- if we went through the whole model year
7 or not. It was 1980.

8 Q. Was it discontinued for a particular reason?

9 A. I would say that if there was a particular
10 reason, it was that the sales were not very
11 energetic.

12 Q. All right. And about that same time we had the
13 Eagle starting and they probably would have
14 competed with each other, wouldn't they?

15 A. Not really. Totally two different types of
16 breeds of animals, no relationship.

17 Q. So the Eagle's introduction wasn't a causative
18 fact for the Pacer's discontinuance?

19 A. Absolutely not.

20 Q. Okay. So as we look at Discovery Exhibit No.
21 113, we have the fuel system component layout
22 for 1975 through 1980 model year Pacers?

23 A. Correct.

24 Q. Okay.

25 A. Whoops, whoops. Not necessarily so. In

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1 general arrangement, yes. In general
2 arrangement, yes, but there were some
3 significant changes that did take place between
4 the '76 model and the
5 '77 through '80 model --

6 Q. Okay.

7 A. -- which are not shown here other than in a
8 functional way, but not shown correctly.

9 Q. All right. As we look at Discovery Exhibit No.
10 113, are you comfortable that it fairly and
11 accurately represents the fuel system
12 components and general configuration for the
13 '75 and '76 Pacer?

14 A. Yes, sir.

15 Q. All right. And are you telling me that for the
16 1977 model year there were some changes that
17 had to be made to meet the new Federal Motor
18 Vehicle Safety Standards? Is that what --

19 A. That's correct.

20 Q. All right. What kind of changes were made on
21 the Pacer, if you know just sitting here?

22 A. Well, I don't know that I can relate all of
23 them. There were many. But looking at the --
24 at this particular pictorial here, the first
25 thing that I would bring to your attention is

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- 1 the filler neck design itself.
- 2 Q. Yes, sir. How was the filler neck design in
- 3 the Pacer changed for the '77 model year?
- 4 A. Well, the filler neck design up through the '76
- 5 model was a steel tube, one-piece steel tube,
- 6 and it was replaced by an all new one-piece
- 7 synthetic rubber tube or hose.
- 8 Q. Okay.
- 9 A. And there were other associated changes that
- 10 went with that together with some structural
- 11 changes and a number of other changes that
- 12 don't show up on this piece of paper.
- 13 Q. All right. So if we were trying to determine
- 14 what Discovery Exhibit 113 shows us, we should
- 15 safely assume that it correctly and accurately
- 16 shows the '75 to '76 Pacer fuel system?
- 17 A. Yes, sir.
- 18 Q. But there are some modifications that aren't
- 19 shown in there with regard to the '77 through
- 20 '80?
- 21 A. That's correct.
- 22 Q. Fair enough.
- 23 (At this time an instrument
- 24 was here marked as Discovery Exhibit No. 114
- 25 for identification.)

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- 1 QUESTIONS BY MR. WATTS:
- 2 Q. As we look at Discovery Exhibit 114 on the
- 3 bottom, it says 1973 and it says 10-80 and it
- 4 says 1974 18-88, and it says 1975 88. Tell me
- 5 what those mean, although I think I know your
- 6 answer.
- 7 A. Well, the model series behind the 1973 area,
- 8 10-80, designates the 10 and the 80 series, and
- 9 again, the names in that time period were the
- 10 Matador for the 10 and the Ambassador for the
- 11 80, covering all of the body styles. Then
- 12 under 1974, the 18 and the 88 designate simply
- 13 and only the station wagon models for both the
- 14 Matador and the Ambassador. And then in 1975,
- 15 there's only one series designation, the 88,
- 16 which as I mentioned earlier, I believe may
- 17 have carried the Matador designation rather
- 18 than the Ambassador, but I'm not certain about
- 19 that year.
- 20 Q. For '75 it's either the Matador station wagon
- 21 or the Ambassador station wagon, one of the
- 22 two?
- 23 A. Yes, sir.
- 24 Q. Okay. Good enough. Thank you, sir.
- 25 (At this time an instrument

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- 1 was here marked as Discovery Exhibit No. 115
- 2 for identification.)
- 3 QUESTIONS BY MR. WATTS:
- 4 Q. Discovery Exhibit 115 on the bottom says "Fuel
- 5 tank... 1974 15-16-85," and then it says "1975
- 6 16-85." Tell us what that is.
- 7 A. Behind 1974 the 15 designates the Matador
- 8 four-door sedan. The 16 designates the Matador
- 9 coupe. The 85 designates the Ambassador
- 10 station wagon. Under 1975 --
- 11 Q. I'm sorry. Did you say station wagon, because
- 12 before --
- 13 A. I beg your pardon. I'm sorry. I wasn't -- I
- 14 wasn't adjusting my glasses correctly. Thank
- 15 you. The 85 is the Ambassador sedan. I beg
- 16 your pardon.
- 17 Q. Okay. And then for '75 it says 16-85, and that
- 18 would be the Matador coupe and the Ambassador
- 19 sedan?
- 20 A. Correct.
- 21 (At this time an instrument
- 22 was here marked as Discovery Exhibit No. 116
- 23 for identification.)
- 24 QUESTIONS BY MR. WATTS:
- 25 Q. Okay. Discovery Exhibit No. 116 on the bottom

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- 1 says "1973 10-80, 1974 18-88, 1975 88." What
- 2 would that be?
- 3 A. Again, for model year 1973, the 10 and 80
- 4 covers all of the Matador and Ambassador
- 5 series, for 1974 covers the Matador station
- 6 wagon and the Ambassador station wagon, and for
- 7 1975 covers the Ambassador station wagon.
- 8 Q. Okay. I guess this is a duplicate of --
- 9 A. It seemed that way to me when I described it
- 10 with you.
- 11 Q. -- of Discovery Exhibit 114.
- 12 A. Let me see if I can take a peak at that. Yes,
- 13 it certainly appears to be a duplicate, and I
- 14 apologize for that.
- 15 Q. No problem, no problem.
- 16 (At this time an instrument
- 17 was here marked as Discovery Exhibit No. 117
- 18 for identification.)
- 19 QUESTIONS BY MR. WATTS:
- 20 Q. Okay. And finally, Discovery Exhibit 117 says
- 21 "Fuel tank... 60," and tell us what that would
- 22 be, please, sir.
- 23 A. I'm afraid we may have another duplicate on our
- 24 hands here. This is the Pacer and it looks
- 25 just like the one that we reviewed a couple of

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1 minutes ago. I'm sorry. It is a duplicate.
2 Q. Okay. All right. Next we have some excerpts
3 from technical service manuals.

4 (At this time an instrument

5 was here marked as Discovery Exhibit No. 118
6 for identification.)

7 QUESTIONS BY MR. WATTS:

8 Q. The first one that we have is from the 1969
9 technical service manual, and I'll mark that as
10 Discovery Exhibit No. 118. Tell me generally
11 what the service manual excerpt that you have
12 selected for us tells us.

13 A. Well, the excerpts -- and I think this is true
14 for -- or it should be true for all of these
15 that you have -- covers in this case the 1969
16 pages from the shop manual covering the fuel
17 carburetion exhaust systems.

18 Q. For all of the different vehicles?

19 A. For all of the passenger car lines for AMC.

20 (At this time an instrument

21 was here marked as Discovery Exhibit No. 119
22 for identification.)

23 QUESTIONS BY MR. WATTS:

24 Q. All right. With that understanding, I will
25 mark the 1970 special technical service manual

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1 Discovery Exhibit 119, and the same would hold
2 true for that; is that correct?

3 A. Yes, the same would hold true excepting I see
4 by the title that the Gremlin is not included.

5 Q. Okay.

6 A. And so there may have been a special entry on
7 the Gremlin later because it was a midyear
8 introduction.

9 Q. I got you.

10 (At this time an instrument

11 was here marked as Discovery Exhibit No. 120
12 for identification.)

13 QUESTIONS BY MR. WATTS:

14 Q. For example, as we look at Exhibit 120, the
15 1971 technical service manual, the Gremlin is
16 included by then, so what we had said would be
17 true; is that right?

18 A. Yes.

19 (At this time an instrument

20 was here marked as Discovery Exhibit No. 121
21 for identification.)

22 QUESTIONS BY MR. WATTS:

23 Q. Okay. Discovery Exhibit No. 121 would be the
24 excerpt for the 1973 (sic) technical service
25 manual; is that right?

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1 A. Yes.

2 (At this time an instrument

3 was here marked as Discovery Exhibit No. 122
4 for identification.)

5 QUESTIONS BY MR. WATTS:

6 Q. Discovery Exhibit No. 122 would be the excerpt
7 from the 1973 technical service manual; is that
8 right?

9 A. If I may just look at it for a moment.

10 Q. Sure. I didn't mean to get ahead of you.

11 A. Yes.

12 Q. All right. Now we go to the 1973, which is
13 Discovery Exhibit No. 122. Would that be the
14 technical service manual excerpts for 1973?

15 A. Yes.

16 (At this time an instrument

17 was here marked as Discovery Exhibit No. 123
18 for identification.)

19 QUESTIONS BY MR. WATTS:

20 Q. Discovery Exhibit 123 would be the excerpt from
21 the 1974 technical service manual?

22 A. Yes.

23 (At this time an

24 instruments were here marked as Discovery
25 Exhibits Nos. 124 and 125 for identification.)

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1 QUESTIONS BY MR. WATTS:

2 Q. Okay. Now, I'm looking at Discovery Exhibit
3 No. 124 and then a separate clipped document
4 which seems may be a dupe, but I don't know.
5 Why don't you look at those and tell me before
6 I mark the second one.

7 A. No, it is not a -- these are not duplicates.

8 Q. Okay.

9 A. These are separate and different.

10 Q. What is Discovery Exhibit 124?

11 A. 124 covers the 40 series, the 01, the Matador
12 and the Ambassador.

13 Q. And Discovery Exhibit 125 covers what?

14 A. Covers only the Pacer. Again, apparently it
15 was treated separately because it was a midyear
16 introduction.

17 Q. All right. So Discovery Exhibit 125 would be
18 the supplement for the Pacer?

19 A. Yes, sir.

20 Q. Okay.

21 (At this time an instrument

22 was here marked as Discovery Exhibit No. 126
23 for identification.)

24 QUESTIONS BY MR. WATTS:

25 Q. Discovery Exhibit 126 is what?

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1 A. It's a 1976 excerpt covering all of the models
2 excepting for the Pacer which evidently
3 retained its separate -- whoops -- which did
4 retain its separate book or shop manual.

5 (At this time an instrument
6 was here marked as Discovery Exhibit No. 127
7 for identification.)

8 QUESTIONS BY MR. WATTS:

9 Q. All right. And so as we look at Discovery
10 Exhibit 127, that would be the shop manual for
11 the '76 Pacer?

12 A. Yes, sir.

13 Q. Okay. Thank you.

14 (At this time an instrument
15 was here marked as Discovery Exhibit No. 128
16 for identification.)

17 QUESTIONS BY MR. WATTS:

18 Q. Next we have Discovery Exhibit 128. Tell us
19 what this is, please, sir.

20 A. This is an excerpt from the power plant shop
21 manual. Evidently for 1977, instead of having
22 one big thick book, it was divided and
23 compartmentalized into the various systems, and
24 this is an excerpt from Volume 1, which is
25 power plant for Pacer, Gremlin, Hornet,

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1 Matador, Ambassador -- or actually all of
2 the -- all of the existing passenger car lines
3 that we built that year.

4 (At this time an instrument
5 was here marked as Discovery Exhibit No. 129
6 for identification.)

7 QUESTIONS BY MR. WATTS:

8 Q. In Discovery Exhibit 129, would that be the
9 same thing for the 1978 model year?

10 A. Yes, it is.

11 (At this time an instrument
12 was here marked as Discovery Exhibit No. 130
13 for identification.)

14 QUESTIONS BY MR. WATTS:

15 Q. Discovery Exhibit 130, is this the technical
16 service manual excerpts for the 1979 model year
17 passenger cars?

18 A. Yes, it is.

19 (At this time an instrument
20 was here marked as Discovery Exhibit No. 131
21 for identification.)

22 QUESTIONS BY MR. WATTS:

23 Q. Is Discovery Exhibit 131 the excerpt from the
24 1980 technical service manual?

25 A. Yes, it is.

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1 (At this time an instrument
2 was here marked as Discovery Exhibit No. 132
3 for identification.)

4 QUESTIONS BY MR. WATTS:

5 Q. Discovery Exhibit 132, is that also the excerpt
6 from the technical service manual you had for
7 the 1981 model year?

8 A. Yes, it is, and I perhaps should have mentioned
9 this on your last question, that it now
10 includes -- beginning in 1980 includes the
11 Eagle.

12 Q. Okay.

13 (At this time an instrument
14 was here marked as Discovery Exhibit No. 133
15 for identification.)

16 QUESTIONS BY MR. WATTS:

17 Q. Finally we've got Discovery Exhibit 133. Would
18 that be the excerpt from the 1982 technical
19 service manual covering all AMC passenger cars?

20 A. Yes, it does -- or yes, it is, I should say.

21 Q. Now, Mr. Seidl, as we look at Discovery Exhibit
22 118 through 133, are these true and correct
23 copies of excerpts from the service manuals or
24 power plant shop manuals that fairly and
25 accurately demonstrate the fuel system

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1 configurations for the passenger cars made by
2 AMC between 1969 and 1982?

3 A. Yes, sir.

4 MR. HAYES: With the
5 exception of the Matador and that's why you
6 have the photographs.

7 MR. WATTS: Right.

8 (At this time an instrument
9 was here marked as Discovery Exhibit No. 134
10 for identification.)

11 QUESTIONS BY MR. WATTS:

12 Q. Now, as we look at Discovery Exhibit No. 134,
13 we have a series of photographs of a Matador
14 vehicle, do we not?

15 A. Yes, it's a Matador coupe, as a matter of fact.

16 Q. Okay. And it's a 1974 Matador coupe?

17 A. Yes, sir.

18 Q. Did you take these photographs?

19 A. No, I did not.

20 Q. Do you know who did?

21 A. I'm not certain, but I was given these
22 photographs by Ray Raul.

23 Q. I'm sorry?

24 A. Ray Raul gave me the photographs.

25 MR. HAYES: He's the

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1 individual that I asked to assist me in
2 collecting some of the materials and when we
3 couldn't find the Matador, I had him take some
4 pictures of one for you.

5 MR. WATTS: That's the way

6 I would do it. Thanks.

7 QUESTIONS BY MR. WATTS:

8 Q. All right. Have you produced all of the
9 documents that are responsive to the Duces
10 Tecum -- well, strike that. Let me ask that
11 question again.

12 Have you produced the

13 documents that are necessary for you to discuss
14 with us the general fuel system configurations
15 of AMC passenger cars between 1965 and 1982
16 when you left the company?

17 A. I think we've produced them for 1969 through
18 '82.

19 Q. Correct. Correct. Now, I don't know whether
20 we said this on the record or not, so I'm going
21 to say it now so it will be clear on the
22 record. It is not your intent to give
23 testimony on behalf of American Motors
24 Corporation today with regard to Jeep vehicles
25 made between 1970 and the present, for that

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1 sat down and tried to get the cobwebs out of my
2 memory and put down those things that I -- that
3 came to mind that I thought were important.

4 Q. Okay. Well, let me rephrase that question
5 because that's a fair thing you just said. As
6 a person that may or may not be brought to
7 trial to testify on AMC's part, did you
8 personally attempt to sit down and think of all
9 the different reasons that you could think of
10 that AMC used in deciding to put the fuel tank
11 behind the rear axle will on the XJ vehicles?

12 A. Yes, yes. I think that's a fair statement.

13 Q. Okay. I want to go through some of those with
14 you.

15 A. Sure.

16 Q. The first consideration is short wheel base?

17 A. Yes.

18 Q. Tell me what you mean by that as a
19 consideration to place the fuel tank behind the
20 rear axle.

21 A. The short wheel base vehicle, in this -- in
22 this case we're talking about a hundred and --
23 101 inches, a little bit less than that. This
24 is -- this is a vehicle that doesn't have a
25 whole lot of space between the front and rear

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1 matter, other than the XJ line; is that
2 correct?

3 A. That is correct.

4 Q. All right. You have no knowledge about that?

5 A. That is correct.

6 Q. Okay. All right.

7 MR. HAYES: I want to

8 abridge that he has some knowledge, but the
9 point is I've got other persons who
10 participated in the design of those vehicles
11 and I will produce that individual.

12 MR. WATTS: Yes, that's

13 fine.

14 QUESTIONS BY MR. WATTS:

15 Q. All right. If you can take out Discovery
16 Exhibit No. 105, please. I'd like to talk with
17 you about that for just a minute.

18 A. (Witness complied.)

19 Q. As we look at the second paragraph entitled "XJ
20 Fuel Tank Location Considerations," did you
21 attempt to list all of the reasons that
22 American Motors considered in deciding to place
23 the fuel tank behind the rear axle on the XJ?

24 A. I can't say that it's all inclusive of all
25 considerations. 12, 14 years after the fact I

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1 axle center lines as opposed to a large
2 vehicle.

3 Q. All right.

4 A. So it's a factor with respect to the amount of
5 space available under the floor.

6 Q. Is it your position that there is not enough
7 space between the front and the rear axle to
8 place a fuel tank in front of the rear axle on
9 the XJ vehicle?

10 A. No, there's enough space to put a fuel tank in
11 that area, but not a very large fuel tank.

12 Q. Okay. Let's talk about that for a minute.

13 What is the fuel tank capacity on the XJ
14 vehicle as you understood it when it went on
15 line, for example?

16 A. I think we actually had two capacities.

17 Q. What were they?

18 A. 13-and-a-half and 20.2 gallons. The
19 13-and-a-half was related to the four-cylinder
20 powered vehicle and the larger tank was related
21 to the larger engine, although the larger tank
22 capacity was available for any vehicle.

23 Q. All right. Mr. Seidl, in your work in this
24 case you've seen the accident vehicle in this
25 case; is that right?

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- 1 A. Yes, I have.
- 2 Q. Which one of those two capacities do we have on
3 this vehicle, just for the record?
- 4 A. It's a 20.2.
- 5 Q. Okay. Is it your position that there's not
6 enough space between the front and the rear
7 axle to place a 20.2 gallon fuel tank in
8 between the front and the rear axle?
- 9 A. Yes, considering the space requirements for all
10 of the other components that have to be there
11 such as the prop shaft and the exhaust system,
12 the transfer case, and since this was going to
13 be an off-road capable type vehicle, you've got
14 to keep an eye towards the breakover angle --
15 we call it breakover angle. That's the angle
16 of a crest over two slips or a log or whatever
17 it might be.
- 18 Q. Okay. Let me just ask you the same question
19 real quick. Is it your position that there is
20 not enough space between the front and the rear
21 axle of the XJ to place a 13-and-a-half-gallon
22 fuel tank?
- 23 A. I think, as I recall, that we looked at
24 about -- I think we got maybe 10 or 11
25 gallons --

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- 1 Q. Okay.
- 2 A. -- usable. Now, the size of the tank in terms
3 of its volume --
- 4 Q. Is not the same thing?
- 5 A. -- is not the same as the fuel tank capacity
6 because there's an air space --
- 7 Q. I understand.
- 8 A. -- for expansion above the fluid level -- the
9 top fluid level.
- 10 Q. You told me that you could get 10 or 11 -- 10
11 to 11 gallons of usable fuel tank capacity.
12 Did you-all look at this as one of the
13 considerations before you decided where to
14 package the fuel tank?
- 15 A. It was -- it was looked at, yes.
- 16 Q. Okay. When was it looked at?
- 17 A. That would be back in 1979.
- 18 Q. All right. Who was it looked at by?
- 19 A. Basically at that time the vehicle packaging
20 work was being done by the advanced engineering
21 group, not by my group.
- 22 Q. Okay. So you weren't personally involved in
23 that consideration, but you know that it was
24 being done?
- 25 A. Well, yeah, I was -- I was personally involved

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- 1 in the situation insofar as I knew what was
2 going on because I was asked to keep looking in
3 to see what was going on so we wouldn't face a
4 situation where one Monday morning we would be
5 faced with a new vehicle, so we were part of
6 it.
- 7 Q. Okay. Can you tell me who within advanced
8 engineering it was that was doing this
9 consideration of perhaps putting the fuel tank
10 in front of the rear axle?
- 11 A. Well, I can't tell you by name because I don't
12 recall the name, but it was done by one of the
13 packaging engineers.
- 14 Q. Who were the packaging engineers within
15 advanced engineering, if you can recall, at
16 that time?
- 17 A. The gentleman that ran advanced engineering at
18 that time was a fellow by the name of
19 Rennecker. As far as recalling the names of
20 the particular engineers that were packaging
21 the vehicle, I really can't bring those to mind
22 right now.
- 23 Q. Okay. Let me ask you about the second factor
24 here, short front and rear overhang. What do
25 you mean by that as a factor for placing the

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- 1 fuel tank behind the rear axle?
- 2 A. Well, it's -- it's one of the considerations as
3 to where you might put the tank insofar as
4 trying to relegate how much space in what areas
5 under the vehicle floor is there. It doesn't
6 necessarily result in a consideration of
7 putting the tank there --
- 8 Q. Uh-huh.
- 9 A. -- as a conclusion, but it's one of the areas
10 you look at. There are very limited spaces to
11 look at. Once you're through with a vehicle of
12 this size and with a flat floor for cargo and
13 having good breakover angles, there's very
14 little room left for putting anything of some
15 large size, which a fuel tank is. So there
16 were really two. There was one that we looked
17 at on the left-hand side ahead of the axle and
18 the other one was behind the axle.
- 19 Q. So in making the preliminary packaging decision
20 for the XJ, there were two options that were
21 being considered. One was in front of the rear
22 axle on the left-hand side and one was behind
23 the rear axle where it ultimately went?
- 24 A. That's my recollection.
- 25 Q. Okay. And let me talk to you about the first

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1 one, and that is in front of the rear axle on
 2 the left-hand side. I take it that because
 3 it's in front of the rear axle on the left-hand
 4 side, it was going to be a left side fill?
 5 A. It ought to be.
 6 Q. I would hope so. Okay. Were there -- were
 7 there studies done with regard to these two? I
 8 mean, were there actual drawings made with
 9 regard to the front of the rear axle on the
 10 left-hand side location option?
 11 A. Now, let me tell you how it really happens.
 12 Q. Go ahead.
 13 A. You start with a vehicle profile which is
 14 really built around the passenger seating. The
 15 first thing you've got to do is get the people
 16 in the car, and although this vehicle was going
 17 to be smaller than what we had had, the people
 18 didn't get smaller. So we start with the
 19 seating arrangements.
 20 Q. Right.
 21 A. And then we want to keep the vehicle as low as
 22 possible, so we keep the floor that the seats
 23 rest on as low as possible so we can keep the
 24 roof down. And then we know what kind of
 25 ground clearances -- minimum ground clearances

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1 we're seeking, which are really predicated from
 2 previous history from what we know on sport
 3 utility vehicles, and the breakover angle that
 4 I keep talking about, and then the space that
 5 remains between the top surface, so to speak,
 6 which is the floor, the underside of the floor
 7 and the structure and the bottom margin which
 8 is the ground clearance and the breakover
 9 angle, the space that remains in between those
 10 two lines is the space that's available in a
 11 side view which involves the depth of the tank.
 12 In the plan-view, looking down, the space
 13 between -- the required space and clearance
 14 between a propeller shaft and the main
 15 longitudinal sills or rails on the left side
 16 constitute the width availability and fore and
 17 aft the space available between the back of the
 18 transfer -- of the transfer case and the rear
 19 axle area is -- constitutes fore and aft
 20 dimension, and then it's just a matter of
 21 cubing it to see how much you've got.
 22 Q. All right. Let me see if I can go about it
 23 this way. Was there ever a drawing made with
 24 the fuel tank in front of the rear axle on the
 25 left side inside the left side sill?

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1 A. I didn't see one.
 2 Q. All right. Were there calculations made that
 3 were documented in the American Motors
 4 Corporation records of considering whether or
 5 not to place the fuel tank in front of the rear
 6 axle on the left side inside left side sill but
 7 doing the dimensional analysis and just coming
 8 up with there's no room?
 9 A. I can't speak to that because I really don't
 10 know.
 11 Q. All right. Did you personally participate in
 12 any dimensional analysis which had as its
 13 conclusion that there was not enough room in
 14 front of the rear axle to place a fuel tank on
 15 the left side inside the left sill?
 16 A. I was told by -- in a review session in the
 17 advanced engineering area that there wasn't
 18 enough space to get an adequate sized fuel
 19 tank.
 20 Q. Okay. Who told you that, if you remember?
 21 A. I'm not certain. It could have been Rennecker
 22 because he was generally there when I was in to
 23 look at what they were doing.
 24 Q. Okay. That would make sense. Let me ask you
 25 this. Was there ever any consideration --

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1 MR. WATTS: If you're going
 2 to object to that side-bar then we can --
 3 okay. Do you want to take a break? Let's take
 4 a break.
 5 (At this time a recess was
 6 taken, after which time the deposition
 7 continued as follows:)
 8 QUESTIONS BY MR. WATTS:
 9 Q. Mr. Seidl, before the break we were talking
 10 about the reasons that the fuel tank was not
 11 placed in front of the rear axle. Have you
 12 told us everything that happened at AMC with
 13 regard to the consideration concerning space
 14 available to place the fuel tank in front of
 15 the rear axle on the left side inside of the
 16 sill?
 17 A. I'm not sure I understand what you mean by have
 18 I --
 19 Q. Have you told me about everything that happened
 20 that you can recall concerning this process or
 21 this deliberative process of deciding where to
 22 put the fuel tank?
 23 A. There -- there wasn't -- isn't any more to
 24 tell. It was just a matter of drawing two
 25 lines and looking.

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- 1 Q. Okay.
- 2 A. It isn't that -- you don't have to be a rocket
3 scientist, just two lines and then you measure
4 the space and you look at the planned view
5 arrangement and that's all there is to it.
- 6 Q. Okay. Let me see if I can't go about it this
7 way. At the time that you drew the two lines,
8 was the floor pan height of the vehicle already
9 fixed in stone?
- 10 A. I would say it was.
- 11 Q. Okay.
- 12 A. Because that was one of the basic parameters
13 you start with.
- 14 Q. All right. So American Motors selected a floor
15 pan height for the XJ and then went from there
16 and everything else was subject to the floor
17 pan height?
- 18 A. Basically that's correct because we wouldn't --
19 we didn't want to have a vehicle that you had
20 to step way up into.
- 21 Q. All right. And so would it be correct that the
22 location of the fuel tank was subject to a
23 predetermined floor pan height that had already
24 been chosen?
- 25 A. I would say that's a fair statement.

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- 1 Q. Okay. Now, let's go on to other
2 considerations. You say rear wheel drive,
3 several four-wheel drive options. Tell me why
4 that is a consideration with regard to the fuel
5 tank location.
- 6 A. Well, the fact -- let me start this way. The
7 XJ was designed specifically to be a four-wheel
8 drive. Later there was a backtrack for an
9 available two-wheel drive, but this is just the
10 flip side of the way most people go about
11 winding up with four-wheel drives. They start
12 with a two-wheel and then they add something to
13 make it a four-wheel. Okay. With respect to
14 the rear drive and its influence on the tank
15 location, et cetera, the prop shaft runs pretty
16 much down the center of the vehicle, and
17 obviously, you've got to stay a safe clearance
18 away from it, and the live rear axle is where
19 the back end of the prop shaft terminates and
20 is connected to it, and there's a space above
21 the axle so that it can go through its
22 suspension travel. So these are space factors
23 that are considered.
- 24 Q. So independent of what you're saying or calling
25 space limitations, is there anything about

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- 1 having a four-wheel drive that precludes having
2 a fuel tank location in front of the rear axle?
- 3 A. Height limitations, I would say, principally.
- 4 Q. Okay. We're back to the floor pan height?
- 5 A. I think that's really the -- one of the
6 keystones certainly.
- 7 Q. All right. For example, if AMC had decided
8 that it was going to build a vehicle whose
9 floor pan height was several inches higher such
10 that it would allow for a fuel tank to fit in
11 between the axles inside of the sills, that
12 could have been done with a four-wheel drive
13 vehicle, but subject to the floor pan height
14 limitation; is that correct?
- 15 A. Yeah, subject to that plus other things, the
16 aerodynamics, the fuel economy as affected by
17 aerodynamics, the taller it is --
- 18 Q. I understand.
- 19 A. -- the more drag you have, et cetera.
- 20 Q. Okay. But from the standpoint of something
21 that was technologically feasible to do, if
22 American Motors had made the design choice to
23 raise the floor pan height such that you would
24 have enough space to put a fuel tank under the
25 floor pan between the front and rear axle and

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- 1 between the sills, that was a technologically
2 feasible thing that it could have done; is that
3 right?
- 4 A. Yes, I would say that would be technologically
5 possible, not feasible in this case.
- 6 Q. Given these package restrictions?
- 7 A. Given the package restrictions.
- 8 Q. But subject to the packaging choices AMC could
9 have designed this vehicle to put the fuel tank
10 in between the axles?
- 11 A. If we would have wanted to have a vehicle that
12 was not lower than the old one, but higher than
13 the old one really.
- 14 Q. All right. Now, with regard to the next factor
15 it says, "Station wagon flat floor"?
- 16 A. Yes.
- 17 Q. This is also a floor pan height issue; is that
18 right?
- 19 A. It's -- yes, it is in a sense, but basically
20 what I was trying to indicate there as a
21 consideration is that after you -- you have a
22 seat arrangement that allows you to fold the
23 seats up and wind up with a flat floor like
24 most station wagons and you don't want to have
25 something projecting above the floor.

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- 1 Q. What you're saying is you can't do a fuel tank
2 over the axle in a station wagon configuration?
3 A. That's one of the things you can't do.
4 Q. All right. With regard to the next
5 consideration it says, "Location limitations,"
6 and this is once again the space and floor pan
7 height talk that we've already had; is that
8 right?
9 A. I'm not sure I'm reading with you. Would you
10 say that again, please? I'm sorry.
11 Q. Yes, sir. In Discovery Exhibit 105 we looked
12 at location limitations --
13 A. Yes.
14 Q. -- and this is kind of a breakdown of what
15 we've talked about about what you've talked
16 about being the space limitations subject to
17 the floor pan height choice that AMC made.
18 A. Yes.
19 Q. Now, we have the next bullet or the next
20 paragraph is something entitled "Considerations
21 of Behind the Axle Tank on XJ"?
22 A. Oh, okay. We've moved on.
23 Q. All right. Well, we're starting to move on,
24 but before we do I want to ask you, have we
25 talked about all of the considerations in favor

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- 1 of placing the fuel tank behind the rear axle
2 as opposed to in front of the rear axle?
3 A. I think that -- what we've described and
4 hopefully I've stated well enough is that the
5 only plausible location for the tank of the
6 size that we needed as a minimum was in a
7 rather conventional location behind the rear
8 axle.
9 Q. All right. But there are any other
10 considerations that we have not discussed that
11 you want to tell this jury about as reasons
12 that this fuel tank could not have been placed
13 in front of the rear axle near the left side
14 sill?
15 A. No, I think we've -- I think we've hit all the
16 important ones.
17 Q. Okay. Fair enough. Now, let's go to this
18 bullet point or this new paragraph
19 "Considerations of Behind the Axle Tank on XJ"
20 and you say "Protection provided, tank cradled
21 to body, protection environment, energy
22 management, care taken in surrounding
23 components and accessories," and I want to talk
24 to you about these things. Is it your
25 contention as we sit here today that taking

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- 1 away all other considerations, that it is
2 better to have a fuel tank located behind the
3 rear axle than in front of the rear axle?
4 A. Well, I don't know that you could say it was
5 better or not as good. It's one of the
6 locations.
7 Q. Okay. Let me -- let me further confine that
8 question. It's probably a little too general
9 for you to answer. Let me ask you this. From
10 the standpoint of protecting persons from
11 fuel-fed fires in rear end collisions, would
12 you agree with me that if it is feasible, a
13 location in front of the rear axle is a more
14 protected location than placing the fuel tank
15 behind the rear axle in the rear crush zone?
16 A. It depends where the impact is coming from.
17 Q. Okay.
18 A. The answer depends upon where the impact is.
19 Q. All right. Let's start from the standpoint of
20 a rear collision like we have in this accident,
21 would you agree with me that from the
22 standpoint of protecting the fuel tank, that
23 the forward of the axle location is a more
24 protected location to place the fuel tank than
25 behind the rear axle?

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- 1 A. For this particular accident you're talking
2 about, yes, I would agree.
3 Q. Okay. Now, do you feel like that in side
4 impact collisions that the forward of the axle
5 location is more dangerous than the behind the
6 rear axle location?
7 A. Yes, I think it could be.
8 Q. All right. Even though you're placing it
9 inside of the sills?
10 A. Yes, I think it could be.
11 Q. Okay. What makes you say that?
12 A. Because you've now got the tank located
13 directly underneath the folks that are in the
14 car, you've got a side impact, and there's
15 going to be crush. Depending upon how severe
16 it is will tell you how much crush, and it's
17 certainly not -- doesn't take a lot of
18 projection with that as a platform to say that
19 you're going to have enough crush to get to the
20 tank and disrupt it, but now you've got the
21 tank and the contents directly over the people.
22 MR. HAYES: You said over
23 the people.
24 THE WITNESS: Oh, I'm
25 sorry. I meant, yeah. We don't have it on
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- 1 the roof. We've got it on the floor.
 2 QUESTIONS BY MR. WATTS:
 3 Q. All right. And for example in the side impact
 4 situation, that would be a reason why you would
 5 locate the fuel tank inside of the left side
 6 sill as opposed to outside the sill like on the
 7 GM pickup trucks, right?
 8 A. I would think so, yes.
 9 Q. All right. And so from the standpoint of side
 10 impacts, placing the fuel tank in front of the
 11 rear axle but inside of the sills gives you the
 12 structural protection offered by the left side
 13 sill and the left side impact; is that right?
 14 A. Yes, it does.
 15 Q. Okay. And conversely, if we place the fuel
 16 tank behind the rear axle, in a rear impact do
 17 we have any structural protection separating
 18 the impacting vehicle from the fuel tank?
 19 A. Well, you're forgetting one thing. I think I'm
 20 going to have to inject this. You're assuming
 21 or your question seems to assume to me that the
 22 structure -- the principal structure of the
 23 body of the vehicle is the same when impacted
 24 from the rear as opposed to being impacted from
 25 the side. Now, if you impact from the rear,

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- 1 the main longitudinal members, structural
 2 members of the vehicle are in columnae. It's
 3 like a post. Whereas if you impact the vehicle
 4 from the side, you are at right angles to that
 5 column, and therefore, that column is much more
 6 subject to buckling and therefore easier
 7 crushed. There's a big difference there.
 8 Q. All right. Let me see if we can't get back to
 9 my question. Would you agree with me that in a
 10 rear impact placing the fuel tank behind the
 11 rear axle places it in a location where there
 12 is no structural member to protect the fuel
 13 tank from the oncoming vehicle?
 14 A. No, that's not true.
 15 Q. All right. What structural member exists on
 16 the XJ vehicle to protect the fuel tank from
 17 the impacting vehicle in a rear end collision?
 18 A. All right. I understand your question. We
 19 start with the bumper. You've got the bumper
 20 at the back. Ahead of the bumper you've got
 21 the rear body cross sill or crossbar.
 22 Q. What's it's called again?
 23 A. I call it a rear crossbar.
 24 Q. Okay.
 25 A. It's a body structural member. You also have

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- 1 the rear leaf springs on this vehicle, which if
 2 there's an impact, the springs are forced to
 3 absorb energy and go into camber and get bent
 4 and so forth and maybe even break. It depends
 5 upon severity. That's -- those are the
 6 structural elements from the rear of the
 7 vehicle, plus, of course, the longitudinal
 8 sills themselves.
 9 Q. Tell me whether in a car-to-car impact that is
 10 not an in-line bumper-to-bumper collision like
 11 what you have when you do the 35-mile-an-hour
 12 rear moving barrier tests.
 13 A. Yes.
 14 Q. Tell me whether in a car-to-car impact such as
 15 what we have in this collision whether the rear
 16 leaf springs come into play at all?
 17 A. Almost certainly.
 18 Q. You think they came into play and protected
 19 this fuel tank in this collision?
 20 A. They came into play and they absorbed energy
 21 and they were all bent out of shape and, in
 22 fact, one side broken.
 23 Q. Okay.
 24 A. And it takes energy to do that.
 25 Q. All right. Would you agree with me that from

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- 1 the standpoint of a rear end collision like
 2 what we had in this situation that American
 3 Motors placed the fuel tank in what in the
 4 industry has been called the rear crush zone?
 5 A. I don't know what you mean by the industry
 6 calling it the rear crush zone. If there's a
 7 rear impact, then the rear end of the vehicle
 8 was in the crush zone. If it's a front impact,
 9 the front of the vehicle is in the crush zone.
 10 Q. All right. Well, using your words, AMC
 11 designed this vehicle in such a way that it
 12 placed the fuel tank in the crush zone for rear
 13 end collisions; is that correct?
 14 A. In the event of a severe rear end collision,
 15 yes, that rear end would be in the crush zone.
 16 Q. Okay. Now, let me -- let me ask you about this
 17 energy management volume rearrangement tank
 18 construction. Do you see where that is, sir,
 19 on Discovery Exhibit 105?
 20 A. Yes, I do.
 21 Q. All right. What do you mean by volume
 22 rearrangement?
 23 A. Well, what that really connotes is that if
 24 there is a severe rear end impact, and I'm
 25 talking XJ again, we've got the tank between
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1 the rear axle centerline and the rear bumper,
 2 if there is a severe impact, there will be
 3 crush leading up to and probably into the tank
 4 itself. The tank is made of steel. The tank's
 5 shape is such that if it is impacted on one
 6 side or another or maybe all sides, for that
 7 matter, it has the ability -- it's a malleable
 8 type of a material. It has the ability to
 9 rearrange its shape and therefore the interior
 10 volume that it holds and that's what I had in
 11 mind here when I --
 12 Q. Okay. Volume rearrangement -- volume
 13 rearrangement means that by using a term plated
 14 steel tank, it's going to crush in on itself
 15 and change shape before it ruptures?
 16 A. Yes.
 17 Q. And that's true of every single term plated
 18 steel fuel tank that has been made by AMC or
 19 any other car company in the last 25 years;
 20 isn't that true?
 21 A. I think that's true with one exception.
 22 Q. Okay.
 23 A. What you said was true, but we do have space in
 24 this case for the tank to move towards -- in a
 25 forward direction, which is a space, you know,

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1 above the axle which is the space normally left
 2 there for the axle suspension travel, so there
 3 is room up there for it to move.
 4 Q. Okay. Let me ask you about that. Are you
 5 familiar with the work done by, I believe it
 6 was some Ford engineers about -- they were
 7 attempting to design passenger cars to locate
 8 the vehicle's fuel tank after the axle, but
 9 have it crush in such a way that it rode over
 10 the top of the axle? Are you familiar with
 11 that, first of all?
 12 A. I can't honestly say I am.
 13 Q. Okay. Well, let me just ask you that, because
 14 what you just said was very similar to the
 15 things I've heard before. Was it one of the
 16 design intents of the American Motors
 17 Corporation to design the rear structure of the
 18 XJ vehicle in such a way that when the vehicle
 19 was hit from behind in a rear end collision,
 20 that the fuel tank would ride up over the top
 21 of the rear axle?
 22 A. Well, from my experience in crash testing, what
 23 you said, in fact, does take place, but I've
 24 never heard it stated as you did just a few
 25 moments ago.

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1 Q. Okay. Let me see if I can't break that up
 2 because I think we're getting close to each
 3 other, but maybe we're still a little bit
 4 apart. What you're telling me is that prior to
 5 the time that you-all began designing the XJ
 6 vehicle, it was known to American Motors that
 7 fuel tanks oftentimes in rear end collisions
 8 will move up over the top of the rear axle in
 9 the crush mode; is that correct?
 10 A. Yes, that's correct.
 11 Q. All right. That was something that was
 12 foreseeable to the American Motors Corporation
 13 at the time it began designing the XJ?
 14 A. Yes, I would say so.
 15 Q. Okay. Now, let me take you to my side of the
 16 question. Was that one of the design intents
 17 for the XJ that you-all considered with regard
 18 to the crush profile that you were trying to
 19 get?
 20 A. No, I can't really say that it was.
 21 Q. Okay.
 22 A. It's just one of those things that we knew took
 23 place, but it wasn't really part of the design
 24 intent.
 25 Q. Let me see if I can't summarize it this way.

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1 You're telling me that there was not a
 2 deliberative choice made by the AMC engineers
 3 to design the rear structure in such a way that
 4 the fuel tank would ride over the top of the
 5 rear axle, but in fact, you knew that was going
 6 to occur?
 7 A. Well, let's put it this way, I was not
 8 personally aware of somebody saying -- having
 9 said that. I was --
 10 Q. As a design consideration?
 11 A. As a design consideration.
 12 Q. I got you. Okay. Next we have "Care taken in
 13 surrounding components and accessories." What
 14 does that mean?
 15 A. Well, what I intended that it mean is that
 16 the -- in the proximity of the fuel tank
 17 itself, environment of the fuel tank, those
 18 elements and all the components and pieces and
 19 hardware and structure that were in the general
 20 vicinity of the fuel tank, we took great care
 21 in designing and locating all of those things
 22 that were in that area that would to the best
 23 of our ability not provide a hostile or sharp
 24 point that might in the event of a severe
 25 collision puncture the tank.

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- 1 Q. Okay. You were trying to provide a friendly
2 environment surrounding the fuel tank so that
3 you didn't have bolts and sharp corners facing
4 the fuel tank that could puncture it?
- 5 A. We sure were. That's exactly right.
- 6 Q. All right. And that is something, once again,
7 that was known to the American Motors
8 Corporation prior to the time that it began
9 designing the Jeep XJ, that if you had sharp
10 corners or bolt heads surrounding the fuel
11 tank, that such sharp corners or bolt heads or
12 nut heads could puncture the fuel tank when the
13 fuel tank was driven into that; is that right?
- 14 A. Essentially, that's correct.
- 15 Q. All right. And you would agree with me that it
16 would be a bad design practice for someone to
17 design the fuel system of a vehicle in such a
18 way that the fuel tank was in close proximity
19 with a nut or a bolt head or a sharp corner
20 that could cause a puncture?
- 21 A. Generally I think that's true, yes.
- 22 Q. All right. It would be a correct statement of
23 history that one of the lessons of the 1970s
24 for people involved in the fuel system design
25 was that if you stick bolts and sharp corners

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- 1 around the fuel tank, it's going to puncture
2 it?
- 3 A. We learned the lessons.
- 4 Q. Yeah. And you had learned that before you
5 started working on the XJ; is that right?
- 6 A. That's correct.
- 7 Q. Okay. Now, with regards to this issue of "care
8 taken in surrounding components and
9 accessories," care needed to be taken not only
10 surrounding the fuel tank itself, but also
11 surrounding the filler pipe which connected the
12 fuel tank opening with the fuel filler housing;
13 is that correct?
- 14 A. That's correct.
- 15 Q. All right. In other words, you could eliminate
16 all the bolts and all the sharp corners and all
17 the nut heads around the fuel tank, but if
18 you've still got a sharp corner around the
19 filler pipe or the filler hose, you're still
20 going to have situations where you have a fuel
21 system breach or failure; is that right?
- 22 MR. HAYES: Excuse me. You
23 said the word "are." Do you mean all the time
24 constantly, every time or are you saying can?
- 25 QUESTIONS BY MR. WATTS:

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- 1 Q. Let me see if I can't rephrase the question.
2 My question to you is, is you knew before you
3 started designing the XJ that if you had a
4 hostile environment around the filler pipe or
5 the filler hose such that you had either bolts
6 or sharp corners in close proximity with the
7 filler hose, that those sharp corners would in
8 reasonable probability create potential
9 breaches of the fuel system integrity of the
10 filler hose connection; is that right?
- 11 A. It could.
- 12 Q. And that's another thing that you-all had
13 learned in the 1970s is that you can't have
14 sharp corners around your filler hose because
15 if you cut the filler hose, that could cause a
16 tear and cause a fire; is that right?
- 17 A. Yes, in consideration of the routing of the
18 hose to begin with.
- 19 Q. Yeah. The concept of providing a friendly
20 environment without sharp corners around the
21 fuel filler hose was one that had been learned
22 by engineers at American Motors prior to the
23 beginning of the XJ design process; is that
24 correct?
- 25 A. Yes, that's generally correct.

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- 1 Q. All right. And you knew prior to the beginning
2 of the XJ design process that if you had sharp
3 corners around the filler hose, that you were
4 creating by design a situation where the filler
5 hose could be cut or torn in a rear end
6 collision causing a fire; is that correct?
- 7 A. It would be a potential.
- 8 Q. Now, let's go to the filler neck location
9 considerations on page two.
- 10 A. Sure.
- 11 Q. The first bullet point says "Rear fill
12 routing - middle of tailgate," and then the
13 subbullet point says "High lift over at
14 tailgate" and "eliminates flat cargo floor."
15 Is this basically your discussion of why you
16 didn't put it as a rear fill?
- 17 A. Yes.
- 18 Q. Okay. American Motors in the late '60s and
19 early '70s, for example, with the Gremlin that
20 you're very familiar with, I'm sure, had a lot
21 of work done to decide whether to go with the
22 side fill or rear fill on the Gremlin; is that
23 correct?
- 24 A. Not that I recall.
- 25 Q. Okay. There was a design choice made to go

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1 with a rear fill on the Gremlin; is that
2 correct?
3 A. The Gremlin was a center rear fill.
4 Q. And what you're telling me is because you had
5 the hatchback or the lift gate or the tailgate
6 on the XJ, that's not a feasible alternative
7 for the XJ?
8 A. That's correct.
9 Q. All right. And so you decided to make it a
10 left side fill?
11 A. I didn't personally decide on the left-hand
12 side, but that's where it wound up, yes.
13 Q. You've got to catch me when I say the word "you
14 decided" because I'm talking AMC, but you're
15 right there. You need to catch me on that.
16 Let's see if we can't go over that again.
17 American Motors made the design decision to
18 make the XJ a vehicle with a left side fill?
19 A. Yes.
20 Q. Okay. Do you know who it was that made that
21 decision over a rear fill routing?
22 A. I have no idea.
23 Q. Okay. Which department would have made that
24 decision? Would it have been Rennecker's group
25 in advanced engineering?

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1 A. I think that the final decision was made at the
2 management level someplace.
3 Q. Okay.
4 A. Because it's one of those sensitive type things
5 for convenience and so forth.
6 Q. Yes, sir. All right. Well, let's go to the
7 implementation of that decision, let's step
8 aside from the choice of rear versus side fill
9 and assume that the decision to go with the
10 left side fill has already been made for the
11 purpose of these questions coming up. Okay?
12 First of all, what were the design
13 considerations that went into how far up the
14 left rear quarter panel to put in the fuel
15 filler housing?
16 A. Are you asking about the elevation, what the
17 elevation of that --
18 Q. Actually, I'm looking for the fore and aft
19 location.
20 A. Oh, fore and aft, not up and down.
21 Q. Well, both. Let's talk about both.
22 A. Well, the location -- let me start this way,
23 because it makes it simpler to understand, I
24 think. If the tank surface somewhere were
25 right up against the outside surface of the

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1 vehicle, you would have the ideal filler neck.
2 You wouldn't have one.
3 Q. Let me stop you there and ask you a question.
4 I don't mean to cut you off, but you just
5 raised a good point. Is it a fair
6 characterization that the ideal filler pipe or
7 hose design makes it as short as possible?
8 A. Yes.
9 Q. Okay. Go ahead with what you were saying.
10 A. All right. So as far as the location of the up
11 and down and fore and aft on the quarter panel
12 for the -- for the fuel cap, top of the fuel
13 filler, that would have been put pretty much in
14 line, that is directly laterally across the
15 car, so to speak, with the location for the
16 fill nipple on the tank itself.
17 Q. All right, sir. In terms of a fore and aft
18 horizontal line, I guess, for lack of a better
19 word, you want the fuel filler housing opening
20 to be just as far up as the opening of the fuel
21 filler tank nipple opening; is that right?
22 A. I'm sorry. You lost me on that.
23 Q. It turned into a real bad question. Let me try
24 it again. In terms of the distance from the
25 rear bumper that you're going to place --

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1 A. Fore and aft.
2 Q. Fore and aft distance that you're going to
3 place the fuel filler pipe housing where you
4 actually stick in the gas pump, you want that
5 to be the same distance from the rear bumper as
6 the opening in the fuel tank itself; is that
7 right?
8 MR. HAYES: Excuse me. I
9 think the confusion is you're using the rear
10 bumper as if it is a deciding factor.
11 QUESTIONS BY MR. WATTS:
12 Q. Let me try again. I'm stumbling here,
13 obviously. The fore and aft distance of the
14 fuel filler housing where you put in the gas
15 nozzle needs to be as far up on the vehicle --
16 the same distance up on the vehicle as the
17 opening of the fuel tank; is that correct?
18 A. You're still losing me. Are you talking
19 vertically now? I thought you were talking --
20 I thought you said fore and aft.
21 Q. I'm talking fore and aft, and I'm using the
22 word "up" which is throwing you off.
23 A. Yes. Right. Would you try it again?
24 Q. Yes. What I'm trying to do is fore and aft
25 distance from the rear bumper or from the front
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- 1 of the car, I don't care which, you want that
 2 distance to be the same for the fuel filler
 3 pipe housing where the gas nozzle goes, the
 4 same distance as the opening into the fuel tank
 5 itself where the nipple goes; is that right?
 6 A. In that general area. It doesn't have to be
 7 directly in line laterally as you've just
 8 described it on your sketch, but you want to
 9 have it somewhere -- that description that you
 10 show on your sketch.
 11 Q. The design objective is to get the two
 12 locations as close to in line laterally as you
 13 can; is that right?
 14 A. Yes, I would say that's essentially correct.
 15 Q. Okay. Now, with regard to which quarter panel
 16 you're going to route the fuel filler pipe to
 17 whether it's a left side fill or a right side
 18 fill, was there anything that was looked at as
 19 to whether to make this a left side fill versus
 20 a right side fill?
 21 A. Not that I'm aware of. I'm only aware of the
 22 fact that it was proclaimed that it was going
 23 to be on the left-hand side.
 24 Q. Okay. There was no statistical work done to
 25 see whether more vehicles are hit in the rear

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- 1 on the left side versus the right side or
 2 anything like that?
 3 A. Not to my knowledge.
 4 Q. All right. Now, let's go into the filler neck
 5 description paragraph. First it says "Filler
 6 cap behind filler door." What does that mean?
 7 A. Well, I was --
 8 Q. Don't you mean inside?
 9 A. With words I was trying to describe the entire
 10 filler neck system from the outside of the
 11 vehicle all the way down to the inside of the
 12 tank, and so I simply started with the fact
 13 that on this vehicle we don't have an exposed
 14 cap. We have a filler door, a little stamping
 15 about that big, about four-by-four.
 16 Q. There's a little switch somewhere in the
 17 driver's compartment that you can press and
 18 that filler door will pop open, right?
 19 A. Well, we didn't have one of those.
 20 Q. Did you have a key?
 21 A. No, we didn't have one of those either, as
 22 matter of fact.
 23 Q. Okay. All right. So the cap is inside the
 24 door.
 25 A. The cap is inside the door. So it's a hidden

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- 1 cap. You flip the door open and there's the
 2 cap. The cap is secured to the top side -- top
 3 end of a steel filler pipe. The steel filler
 4 pipe is about eight to eight-and-a-half inches
 5 long from top to bottom.
 6 Q. Right.
 7 A. Near the bottom end or at the bottom end we
 8 then connect a molded reinforced nitrile rubber
 9 hose and that's clamped then over an overlap to
 10 the steel tube, clamped at that point and then
 11 the hose continues down and inboard towards the
 12 tank and then in the process of getting to the
 13 tank on this vehicle, we go through what I call
 14 a sill tunnel, that is an elongated opening in
 15 side of the sill that has a closure or like a
 16 bulkhead all the way around it, and then from
 17 that point directly into a very short nipple on
 18 the tank itself and clamped at that point.
 19 Q. All right. You have testified in the past, I
 20 believe, that in a rear end collision, a fuel
 21 tank sitting inside of a frame rail or a sill
 22 is going to move forward a lot farther than the
 23 area immediately surrounding the sill of the
 24 frame itself. Would that be a fair statement?
 25 MR. HAYES: Excuse me. You

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- 1 have said he testified in the past. Do you
 2 have a particular cite for him?
 3 QUESTIONS BY MR. WATTS:
 4 Q. Well, not really. I just-- do you agree with
 5 the statement?
 6 A. First I was going to say I don't recall having
 7 testified to that in the past. I don't recall
 8 having been asked that frankly.
 9 Q. Well, let me go ahead and ask the question.
 10 A. Sure.
 11 Q. My question to you is, do you agree that it is
 12 both foreseeable and is a matter of fact that
 13 in a rear end collision portions that are not
 14 immediately within the vicinity of structural
 15 members such as rear sills or rear frames are
 16 going to crush a lot more than the area in the
 17 immediate vicinity of a rear sill or a rear
 18 frame?
 19 A. No, I don't think I agree with that. I'm sure
 20 I didn't say that before.
 21 Q. Okay. Is it foreseeable to you as a design
 22 engineer for AMC that -- well, let me strike
 23 that and ask you this. Tell me why you use a
 24 hose instead of a steel filler tank.
 25 A. Gladly. We use this hose, and it's not just a

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- 1 garden variety hose, I assure you. It's a
 2 nitrile fuel resistant synthetic rubber with a
 3 fabric reinforcement, et cetera. But we use
 4 this hose because it provides a great deal of
 5 flexibility for misalignments. It provides
 6 means for -- should the impact event be severe
 7 enough, it provides the ability for the thing
 8 to buckle, get shorter. It provides the
 9 ability for this filler to become longer, to
 10 stretch and change shape, all without having
 11 any loss in sealing. That's why we use it.
- 12 Q. All right. The need for flexibility, to change
 13 shape, to stretch, is the result of what in a
 14 rear end collision?
- 15 A. Well, it's the result of different elements or
 16 portions of the car moving relative to each
 17 other and doesn't make much difference whether
 18 we're talking about a rearview -- a rear end
 19 collision that's perpendicular or one that's at
 20 an angle. Things will move. You don't know
 21 just where, but you know they're going to move.
- 22 Q. And they're going to move different distances
 23 relative to each other in a rear end collision?
- 24 A. They may, they may not.
- 25 Q. One of the reasons you have a breakaway

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- 1 housing, for example, is you know that in a
 2 rear end collision the rear quarter panel is
 3 going to crush in a far different manner than
 4 part of the structure inside of the sill for
 5 example; is that right?
- 6 A. Well, there are rear end collisions and there
 7 are rear end collisions. There are all kinds
 8 of rear end collisions, so I'm not -- and in
 9 some cases what you said may apply and in other
 10 cases it may not.
- 11 Q. All right. Let me just put it this way. It is
 12 foreseeable to American Motors and to you as a
 13 design engineer for American Motors that
 14 portions of the quarter panel are going to
 15 crush different distances relative to portions
 16 of the vehicle in the centerline of the rear of
 17 the vehicle?
- 18 A. Well, again, that -- that is possible, but it
 19 isn't necessarily a surety. It's a function,
 20 again, of what kind of a collision you've got
 21 and, you know, are you getting underride,
 22 override, is it a perpendicular hit, is it an
 23 angle hit. It's a function of so many
 24 variables that it's hard -- in fact, I think
 25 impossible to answer that question directly.

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- 1 Q. Let me see if I can't go about it this way?
- 2 MR. HAYES: Change it to
 3 may and you might get an answer you're happy
 4 with.
- 5 QUESTIONS BY MR. WATTS:
- 6 Q. At the time that you began -- at the time that
 7 you began designing, you being AMC and Joe
 8 Seidl as part of it, at the time AMC began
 9 designing the XJ, was it foreseeable that there
 10 would be underrides in real world collisions?
- 11 A. You're saying is it possible that there would
 12 be underrides? I guess anything is possible,
 13 so yes, I think that would be a possibility.
- 14 Q. Mr. Seidl, they had happened. You had seen
 15 them before you started designing the XJ,
 16 hadn't you?
- 17 A. I thought you asked about the XJ and I hadn't
 18 seen any.
- 19 Q. Okay. Let me see whether we can't start over
 20 again.
- 21 A. Sure.
- 22 Q. Prior to the design of the XJ, before you first
 23 put down the first piece of paper, was it
 24 foreseeable that vehicles in the real world
 25 would be impacted in the rear in such a way

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- 1 that you would have underrides?
- 2 A. It's possible.
- 3 Q. Was it foreseeable that it would happen as a --
- 4 A. Well, to me foreseeable -- it's possible.
 5 Anything can happen, and yes, in that context,
 6 it is possible or foreseeable, if that's the
 7 word you want to use.
- 8 Q. All right.
- 9 MR. HAYES: Mr. Seidl,
 10 you're not required to use a lawyer's words
 11 like foreseeability. If to you -- the word you
 12 use and engineers use another word, you use
 13 your word and he can use his words.
- 14 THE WITNESS: My word is,
 15 is it possible. Yes, it's possible.
- 16 QUESTIONS BY MR. WATTS:
- 17 Q. You knew it was going to happen so you decided
 18 to try to design against it, I would hope; is
 19 that right?
- 20 A. It's one of the considerations.
- 21 Q. All right. And one of the considerations that
 22 you knew was a possibility or that was
 23 foreseeable was that you would have override
 24 collisions; is that correct?
- 25 A. Yes, there are -- there are some override

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- 1 collisions that occur.
- 2 Q. And at the time that you began designing the XJ
- 3 you also knew that it was foreseeable or
- 4 possible that you would have rear end
- 5 collisions with angular components; is that
- 6 right?
- 7 A. With angular components? I'm not sure I
- 8 understand.
- 9 Q. You would have angular rear hits as opposed to
- 10 in-line bumper rear hits?
- 11 A. Oh, angular impacts.
- 12 Q. Sure.
- 13 A. Yes.
- 14 Q. All right. And it was also foreseeable to AMC
- 15 engineers at the time you began designing the
- 16 XJ that you would have rear end impacts with
- 17 offset components; is that right?
- 18 A. Certainly possible.
- 19 Q. Okay. And you-all knew that all of these
- 20 different types of rear end collisions were
- 21 possible or foreseeable at the time you began
- 22 designing the XJ; is that right?
- 23 A. Yes.
- 24 Q. All right. Now, can you tell me what type of
- 25 rear end crash tests that you-all performed

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- 1 other than 30-mile-an-hour rear moving barrier
- 2 crash tests?
- 3 A. Basically, we did the 30-mile-an-hour rear
- 4 movable barrier test. That was our rear impact
- 5 test. That's the 301 test.
- 6 Q. So as an AMC engineer that had an intimate
- 7 knowledge of the XJ design and development
- 8 process, is it your testimony that there were
- 9 no car-to-car impacts done in the design and
- 10 development of the XJ?
- 11 A. Yes, that's I believe true.
- 12 Q. All right. Is it your testimony that there
- 13 were no angular barrier or car-to-car hits on
- 14 the XJ into the rear of the XJ?
- 15 A. Into the rear, that's correct.
- 16 Q. All right. And is it also your testimony that
- 17 AMC conducted no rear impact offset hits into
- 18 the rear of the XJ?
- 19 A. Yes, I believe that's correct, also.
- 20 Q. Okay. Would you agree with me that the crush
- 21 phenomenon of rear offset hits is going to be
- 22 substantially different from in-line rear
- 23 moving barrier crash tests that you-all
- 24 performed?
- 25 A. Yes, the crush profile will be different.

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- 1 Q. All right. And you knew that that was going to
- 2 be different, i.e. the crush profile of the
- 3 rear offset hit is going to be different than
- 4 the crush profile of a 30-mile-an-hour rear
- 5 moving barrier hit before you started designing
- 6 the XJ; isn't that right?
- 7 A. Yes, I think we understood that, yes.
- 8 Q. And you understood that the crush profile and
- 9 the crush characteristics would be different in
- 10 a rear angular hit than in a 30-mile-an-hour
- 11 rear moving barrier test that you ran; is that
- 12 correct?
- 13 A. Yeah, the energy level was going to be about
- 14 the same, I would say, but the -- but the crush
- 15 pattern would be different.
- 16 Q. Okay. Did American Motors run any sort of sled
- 17 tests or buck tests into the rear of XJ
- 18 vehicles either using rear angular components
- 19 or rear offset components?
- 20 A. Not while I was there.
- 21 Q. Are you aware of any dynamic testing that was
- 22 done at all in the development of the XJ that
- 23 introduced to the rear structure of an XJ a
- 24 rear angular component?
- 25 A. You lost me again. When you say rear angular

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- 1 component, I don't know.
- 2 Q. Did you run any sort of dynamic tests into the
- 3 rear of XJ vehicles at an angle?
- 4 A. No, I thought you asked that earlier.
- 5 Q. Well, I'm trying to be all-inclusive in
- 6 addition to crash tests. And let me ask the
- 7 question again. Did you run any sort of
- 8 dynamic tests into the rear of the XJ
- 9 introducing an offset?
- 10 A. No, and I think we covered that before, too.
- 11 Q. And the final question is, is in the design and
- 12 development of the XJ vehicle, did American
- 13 Motors run any crash test in excess of the
- 14 energy levels that are called for by the
- 15 federal standards?
- 16 A. Yes.
- 17 Q. Okay. Federal standards required a
- 18 30-mile-an-hour rear moving barrier test; is
- 19 that right?
- 20 A. That's correct.
- 21 Q. Did you ever run any at 35 miles an hour?
- 22 A. I don't recall.
- 23 Q. All right. You said yes to my question. I'm
- 24 wondering are we talking about half a mile an
- 25 hour over just to make sure you hit the 30?

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- 1 A. No, I'm talking about two miles an hour over.
 2 Q. Okay. You ran a 32 mile-an-hour rear moving
 3 barrier test?
 4 A. Our American Motors test standards was to run
 5 the test procedure, not the government test
 6 procedure, but our test procedure which was
 7 somewhat more stringent, the number of areas
 8 was, that that test should be run -- has to be
 9 run between 30.5 and 32.0 miles per hour.
 10 Q. Okay. How was the test procedure different
 11 other than what you just told me about speed?
 12 MR. SHEINESS: Different
 13 from --
 14 QUESTIONS BY MR. WATTS:
 15 Q. The federal standard.
 16 A. Well, it was different in the regard I just
 17 described and it was also different in regard
 18 to the amount of fuel leakage permitted.
 19 Q. Okay. How was that different?
 20 A. The American Motors specification allowed only
 21 one-half the leakage that the federal standards
 22 did.
 23 Q. Okay. So half an ounce per minute?
 24 A. That's correct.
 25 Q. Okay. Is there any other differences between

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- 1 what AMC did and what the government required?
 2 A. No, no conflicts.
 3 Q. Okay. Now, let me -- let me go back to this
 4 concept that -- this talk that we were having
 5 about the fuel filler pipe and the use of a
 6 hose so you can have the flexibility and the
 7 stretch. Would you agree with me that in a
 8 rear end collision like what we have, the
 9 ability of the fuel filler hose to stretch or
 10 to elongate or to turn around corners and this
 11 and that is going to be something that is
 12 necessary in a rear end collision like what we
 13 had in this case?
 14 A. Well, I didn't think we were going to be
 15 getting into this accident here. I'm really
 16 not prepared to talk about that.
 17 Q. Okay. Let me stay out of this accident because
 18 I did promise that we weren't going to get into
 19 this vehicle. In general, would you agree with
 20 me that in rear end collisions exceeding the
 21 energy levels involved in a 30-mile-an-hour
 22 rear moving barrier, that it is important that
 23 the fuel filler hose be able to stretch or
 24 elongate itself in the presence of a friendly
 25 environment?

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- 1 A. That's the concept, yes.
 2 Q. Okay. And tell me what was done by way of
 3 engineering specifications to see to it that
 4 the sill tunnel that you told me about did not
 5 introduce a hazard or a sharp edge to the fuel
 6 filler hose.
 7 A. All right. The main concern in this design
 8 that we had to satisfy ourselves on was
 9 potential fore and aft relative motions between
 10 the fuel tank nipple and the inner side of the
 11 sill tunnel.
 12 Q. Okay.
 13 A. Because that's -- that distance is rather short
 14 and that's where the concern would be the
 15 highest.
 16 Q. Okay.
 17 A. So the member that I tried to describe earlier
 18 and probably didn't too well, which -- forms a
 19 closure, it's not just two holes, one on each
 20 side -- each vertical side wall of the sill,
 21 but it's actually a closure that goes all the
 22 way -- goes around, yeah. That's why I call it
 23 a tunnel because it makes a tunnel out of it.
 24 Now, the inboard side is the side that has a
 25 flange -- a rounded flange running all the way

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- 1 around this oblong hole that looks something
 2 like this and that piece is inserted into the
 3 sill in manufacturing from the inside and then
 4 secured in place by welding it.
 5 Q. Okay. Now, the welding takes place on both the
 6 interior and the exterior side of the sill,
 7 right?
 8 A. Are you -- can I ask a question because I'm not
 9 sure -- are you talking about the welds that
 10 secure the sill to the floor pan? Which welds
 11 are you speaking?
 12 Q. I thought you were telling me that the sill
 13 tunnel, the tube that's slipped into the hole
 14 in the sill --
 15 A. Yes.
 16 Q. -- is welded into the sill?
 17 A. Yes, I did say that.
 18 Q. All right. Now, what I'm asking is that
 19 process of welding the sill tunnel to the sill
 20 hole --
 21 A. Okay. Got you.
 22 Q. -- takes place both on the inside and the
 23 outside of the sill?
 24 A. No, I don't think so.
 25 Q. All right. Which side does the welding of the

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1 sill tunnel into the hole in the sill take
 2 place on?
 3 A. On the inside, the inside vertical wall.
 4 Q. The side closest to the tank?
 5 A. The side closest to the tank, yes.
 6 Q. And where does that welding take place in the
 7 assembly process?
 8 A. It's a subassembly process someplace on the
 9 rear sill subassembly line.
 10 Q. All right. But it's done by AMC?
 11 A. Oh, yes. Oh, yes.
 12 Q. Okay.
 13 A. It's an AMC assembly, sure.
 14 Q. Is there a specification -- an engineering
 15 specification as to the welding that has to be
 16 done in that regard?
 17 A. Yes, there should be. There would be welding
 18 charts that would show where the welds are to
 19 be applied.
 20 THE REPORTER: Excuse me.
 21 I need to change paper. Sorry.
 22 (At this time a recess was
 23 taken, after which time the deposition
 24 continued as follows:)
 25 QUESTIONS BY MR. WATTS:

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1 Q. Mr. Seidl, before the break we were discussing
 2 the welding specifications that exist to direct
 3 welders on the assembly line or the subassembly
 4 line how to weld the sill tunnel into the hole
 5 in the sill. Do you remember that?
 6 A. Yes.
 7 Q. All right.
 8 MR. HAYES: Do you want me
 9 to ask Eric to find that for you?
 10 MR. WATTS: Yeah. I'd like
 11 to see them.
 12 MR. HAYES: Called weld
 13 specifications.
 14 QUESTIONS BY MR. WATTS:
 15 Q. What I'd like to know first of all from
 16 Mr. Seidl, is, No. 1, are they called welding
 17 process specifications?
 18 A. They are called welding sketches or drawings.
 19 I don't know if the word process is in there or
 20 not. It may be.
 21 Q. What kinds of instructions or specifications
 22 are contained in there, for example?
 23 A. It would show by specific area. There are many
 24 of these charts. It would show by specific
 25 area where the welds are to be located, how

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1 many there are. And it's been awhile since
 2 I've looked at some of these. It may also
 3 indicate the size of the nuggets or the
 4 diameter of the weld tips to be used.
 5 Q. Okay. Why would the diameter of the weld tips
 6 to be used be important at this particular
 7 location?
 8 A. I don't know that they would be important at
 9 this particular location. I was simply trying
 10 to describe it, I think, in a general sense
 11 that the size of the tips are specified.
 12 Q. Okay. Were there any component tests done on
 13 the filler hose that was implemented or
 14 incorporated into the XJ vehicle to determine
 15 the amount of elongation and the amount of
 16 stretch that could be achieved?
 17 A. Yes.
 18 Q. Okay. Who did that?
 19 A. The physical characteristics of the material
 20 would have been tested by our materials
 21 laboratory.
 22 Q. Okay. Who would be in charge of the materials
 23 laboratory?
 24 A. Well, as we sit here today, I have no idea.
 25 Q. Who would have been, if you recall?

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1 A. At the time that I was there, the gentleman in
 2 charge of the laboratories for materials
 3 testing was a fellow by the name of Weldon
 4 Smiley and he was manager of that department.
 5 Q. All right. I believe you told me before the
 6 break that the one area of concern that you-all
 7 had using this sill tunnel concept was the
 8 interior edge of the tunnel as it abutted the
 9 inside line of the rear sill; is that right?
 10 A. Yes, sir.
 11 Q. Okay. Tell me why that was the area of concern
 12 and what potential problems you saw.
 13 A. Well, that was the area of greatest concern
 14 because it was in an area where the lateral
 15 distance between the nipple and the closest
 16 structure, which is the inside wall of the
 17 sill -- that was the dimension that was rather
 18 small, and therefore, on an angular basis with
 19 respect to fore and aft, the relationship
 20 changes. One leg of that triangle is a
 21 relatively short leg, and therefore, that's the
 22 one of greatest concern.
 23 Q. Okay. Would you agree with me that the
 24 distance between the nipple and the inside
 25 portion of the sill tunnel is the smallest

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1 distance that has existed in any AMC vehicle
 2 made during your career?
 3 A. Would you pass that by me one more time,
 4 please?
 5 Q. Yes. The distance between the nipple
 6 connection to the hose and the --
 7 MR. HAYES: At the tank.
 8 QUESTIONS BY MR. WATTS:
 9 Q. Let me start over. I think that you and I are
 10 on the same page. Let's break it down again.
 11 At the tank we have a steel tube of so many
 12 inches long; is that right?
 13 A. If you would like for me to describe the nipple
 14 relationship to the tank as a background.
 15 Q. Go ahead.
 16 A. And then maybe your question can be asked so I
 17 can answer it.
 18 Q. Go ahead.
 19 A. If that's -- the tank nipple itself, the piece
 20 part itself extends exterior of the tank wall
 21 by a relatively short distance. It's -- I
 22 can't give you the exact dimension. But it's a
 23 matter of a couple of inches.
 24 Q. Okay.
 25 A. But that same piece extends interior to the

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1 tank by a long distance.
 2 Q. I understand. Let me ask the question this
 3 way. You said that the steel piece -- first of
 4 all, that steel piece is what you're calling
 5 the nipple?
 6 A. Yes, sir.
 7 Q. The nipple extends out from the tank wall, say,
 8 an inch and three-quarters, two inches. Would
 9 that be a fair estimate for purposes of
 10 discussion?
 11 A. I would say for purposes of discussion, yes.
 12 Q. So I want to take you an inch and three-quarter
 13 inches to the left of the tank wall and right
 14 now we're at the edge of the nipple that is
 15 closest to the left sill. Are you with me?
 16 A. I am.
 17 Q. All right. The distance between that edge of
 18 the nipple and the anterior portion of the sill
 19 is approximately how far?
 20 A. You're asking me to -- I don't recall the
 21 dimension.
 22 Q. Would you agree with me from the standpoint of
 23 a structural component that is going to change
 24 the angle of this hose that you use, that the
 25 distance between the nipple and the anterior

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1 portion of the sill is the smallest distance
 2 that has ever existed in an AMC vehicle that
 3 has been designed and manufactured while you
 4 were there?
 5 A. I don't know that it was or was not. It may
 6 be -- that particular distance may be smaller,
 7 but I don't know that it is.
 8 Q. Can you name me another vehicle as we sit here
 9 that has a distance between the nipple and the
 10 sill or any other structural component that
 11 could induce an angle into the hose that is
 12 smaller or as small as the distance separating
 13 the two in the XJ?
 14 A. Well, I can't even remember what the distance
 15 on the XJ was much less the distance on any
 16 other vehicle that we produced, so I can't
 17 answer directly. But there's -- there are
 18 other factors involved in the concern and other
 19 design features involved in the concern beyond
 20 your question.
 21 Q. All right. But staying with my question so
 22 that I can get an answer to it, can you think
 23 of another vehicle where the distance between
 24 the nipple and out of the sill if you routed it
 25 through a hole in the sill or any other

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1 structural component that could induce a
 2 bending moment on the hose, would you agree
 3 with me that there is no other vehicle that has
 4 been manufactured by AMC that has such a small
 5 distance between those two as the XJ does?
 6 A. Well, I can only tell you I don't recall the
 7 dimension on the XJ or any other vehicle, so
 8 I'm sorry, I'm unable to answer that question.
 9 Q. Okay. Well, let's go about it this way. Would
 10 you agree with me that the small distance
 11 between the anterior side of the real sill and
 12 the nipple creates a situation where if you
 13 have any significant degree of fore -- fore and
 14 aft -- forward movement of a fuel tank, that
 15 that is going to dramatically change the angle
 16 of the hose relative to the sill?
 17 A. Well, it depends on which direction things are
 18 going because the hole in the sill which I've
 19 previously called the tunnel --
 20 Q. Okay.
 21 A. -- is not a round hole. It is an oblong hole,
 22 the length being four and three-quarter, five
 23 inches, something like that. Whereas the hose
 24 itself as -- which is round, has an outer
 25 diameter of I think it's an inch and

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1 seven-eighths. So there is considerably more
 2 space opening available for that hose to move
 3 in a fore and aft direction than simply the
 4 diameter of the hose itself.
 5 Q. All right. Once you use up the space that is
 6 available in the sill tunnel that you've
 7 described --
 8 A. Yes, sir.
 9 Q. -- would you agree with me that once the
 10 forward movement of the fuel tank goes farther
 11 than the leading edge of that sill tunnel, that
 12 you are going to dramatically change the angle
 13 of the fuel filler hose relative to the sill
 14 tunnel?
 15 A. If the direction -- relative direction of the
 16 tank versus the hole is such that the tank was
 17 going forward relative to the tunnel in the
 18 sill, then there would be an impingement of the
 19 hose onto the forward side of that tunnel
 20 opening and would begin deflecting it.
 21 Q. Okay. The impingement of the hose would take
 22 place at the forward interior portion of the
 23 sill tunnel that we've been talking about?
 24 A. Yes.
 25 Q. Okay. Now, were there any tests done to see

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1 what type of change in the angle, what type of
 2 impingement would be necessary to tear the fuel
 3 filler hose at that point?
 4 A. I don't know that I could say that we ran tests
 5 specifically as you described the procedure.
 6 We ran tests on the hose materials itself,
 7 we -- in the process of running all of our
 8 crash tests, we always inspect it to see what
 9 the relationship of the tank and the hose
 10 relative to the sill were.
 11 Q. Did you run any component tests to test out
 12 whether this concern that you said you had with
 13 regard to the forward interior portion of the
 14 sill tunnel impinging the hose would manifest
 15 itself into a torn filler hose at that point?
 16 MR. HAYES: Excuse me.
 17 That's a mischaracterization of what he said.
 18 You're the one that is using the word
 19 "concern." He said something that is
 20 possible.
 21 MR. WATTS: Go ahead and
 22 answer the question. I'll let the record
 23 stand.
 24 MR. HAYES: Well, answer a
 25 question that properly characterizes what

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1 you've said. Don't adopt his language which
 2 takes what you've said and changes it if it has
 3 indeed done so.
 4 THE WITNESS: I am not
 5 personally aware of tests that were run as you
 6 described.
 7 QUESTIONS BY MR. WATTS:
 8 Q. Okay. The tests that were run that may have
 9 looked at that issue were the 30-mile-an-hour
 10 rear moving barrier crash test that the
 11 government requires; is that right?
 12 A. I would say -- and those I am very familiar
 13 with and that's really the crux of the
 14 situation.
 15 Q. Okay.
 16 A. What has really happened.
 17 Q. Now, was there any other tests done on this
 18 particular issue that we've been discussing of
 19 the possible impingement of the filler hose on
 20 the forward interior edge of the sill tunnel?
 21 A. Not that I can sit here and recall right now.
 22 Q. Okay. Now, let's go back to the materials lab
 23 and Weldon Smiley's outfit. Do you have
 24 personal knowledge as you sit here as to what
 25 the materials testing that was done on the hose

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1 was?
 2 A. If you're asking have I observed the tests --
 3 the tests on this material, I would have to say
 4 no, I haven't personally observed it.
 5 Q. Do you know what kind of tests were done,
 6 though?
 7 A. Well, they were laboratory type tests on the --
 8 they didn't run the tests on the material by
 9 taking the part as it was received as a formed,
 10 molded tube and run it on that formed, molded
 11 tube. They took material out of that formed,
 12 molded tube and then ran physical tests on the
 13 material itself, a slab, so to speak.
 14 Q. Well, what type of physical tests? I'm lost.
 15 A. Extensometer tests, tension, tensile tests,
 16 section size reduction in the way of tensile
 17 tests, fuel degradation type tests to see if
 18 the material would degrade, ozone type tests to
 19 see if the outer cover would degrade.
 20 Q. And all of these tests were done in the
 21 materials lab?
 22 A. Yes, sir.
 23 Q. All right. And then I take it as an upper
 24 level design engineer you would have those
 25 tests or the documentation created by those

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1 tests available to you if you had a concern?
 2 A. Well, yeah, they would be available to me, but
 3 the material was -- that was used for the hoses
 4 was based on specifications for that
 5 material --
 6 Q. Uh-huh.
 7 A. -- that were given to the suppliers just like a
 8 drawing would be given to them. It's supposed
 9 to look like this and this is what it's got to
 10 do.
 11 Q. Right. Who was the supplier of the hoses, if
 12 you know?
 13 A. I'm sorry. I don't recall.
 14 Q. Okay. Do you know whether the materials
 15 testing that was done on the hoses was done by
 16 the supplier or was done within materials under
 17 Mr. Smiley?
 18 A. Both.
 19 Q. Does -- did AMC receive documentation of the
 20 materials component or the materials
 21 specification testing done by the supplier?
 22 A. I would judge yes, but I can't sit here and say
 23 I've seen some, but that was the normal
 24 practice, because with every shipment the
 25 supplier would have to supply a test

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1 certification that the material that was in
 2 that pallet or box or that shipment met the
 3 requirements of specification AM whatever the
 4 number was, and then our lab before -- would go
 5 through the same test, so to speak, to confirm
 6 what the supplier said or to unconfirm it
 7 before that material was released to
 8 production. In other words, it was quarantined
 9 until there was lab approval.
 10 Q. Okay. Who came up with the idea to route the
 11 filler hose through the sill tunnel that we've
 12 been talking about?
 13 A. Who?
 14 Q. Yeah.
 15 A. I don't know who.
 16 Q. Well, tell me when in the design and the
 17 development process of the --
 18 MR. HAYES: Excuse me. I
 19 don't think --
 20 QUESTIONS BY MR. WATTS:
 21 Q. I didn't mean to cut you off. Go ahead.
 22 A. You really didn't cut me off. I don't know
 23 who.
 24 Q. Okay. Can you tell me when in the design and
 25 development process of the XJ it was decided

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1 that you-all were going to route the filler
 2 hose through a hole in the rear sill?
 3 A. All right. I can't give you calendar time
 4 because I don't recall that, but it was done
 5 during the period where the project was still
 6 in advance engineering. It was part of the
 7 packaging. Yeah, it was part of the packaging.
 8 Q. Now, let me ask you about this. I take it that
 9 the decision to route the filler hose through a
 10 hole in the rear sill was a decision made due
 11 to packaging constrictions that you didn't want
 12 a filler hose going through the passenger
 13 compartment?
 14 A. That was one of the unsatisfactory solutions,
 15 yes.
 16 Q. All right. You-all had been criticized for
 17 doing that, for example, with the Gremlin?
 18 A. We didn't do this on the Gremlin.
 19 Q. Okay. Well, let me just get to my question.
 20 As I look in the back of a Jeep Cherokee, there
 21 is a little notch, kind of a 45-degree angle
 22 notch in the back left corner of the cargo
 23 area.
 24 A. I know exactly what you're talking about.
 25 Q. Tell me what causes that notch and what that

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1 is.
 2 A. Well, it's really not a notch.
 3 Q. What would you call it?
 4 A. Well, I would rather call it sort of a rounded
 5 housing.
 6 Q. Okay.
 7 A. If we're talking about the same --
 8 Q. We are.
 9 A. -- part. Okay.
 10 Q. It sticks into the cargo compartment, maybe
 11 starts at about six inches high and goes six
 12 inches into the compartment.
 13 A. You've described it quite well, I'd say.
 14 Q. So we're going to call it the rounded what?
 15 A. Well, that is the inboard wall, so to speak, of
 16 the filler neck housing which surrounds the
 17 filler neck tube and hose itself.
 18 Q. Now, the notch that I'm seeing in the cargo
 19 space is the inboard wall of the filler neck
 20 housing which surrounds the filler neck tube
 21 and hose, right?
 22 A. Correct.
 23 Q. Okay. The wall is made of steel, I hope?
 24 A. Yeah, like the rest of the body, steel.
 25 Q. Is it something that is created in terms of

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- 1 the -- I don't want to call it a molding, but
 2 whenever the body is fabricated, is that
 3 fabricated into the body itself or is it added
 4 later?
- 5 A. That's part of the body assembly. It's one of
 6 the closure panels on the left side of the car
 7 in the quarter -- rear quarter area that keeps
 8 out the rain and the mud and fumes and
 9 everything else. It's a closure panel.
- 10 Q. All right. But it's not added to the body.
 11 It's part of the body as it's originally
 12 fabricated?
- 13 A. It sure is.
- 14 Q. Now, if we look at the four corners of the
 15 cargo space, this inboard wall is actually
 16 inside those four corners, right?
- 17 A. Well, I think I know what you're asking, but
 18 the four corners do not represent the four
 19 corners of a rectangle. In other words, the
 20 front corners laterally --
- 21 Q. Right.
- 22 A. -- are closer together than the rear corners
 23 laterally because at the front you have the
 24 wheel houses which are obviously there to keep
 25 the -- keep the mud and the dirt and the fumes

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- 1 Q. -- is that true?
- 2 A. Yes and no.
- 3 Q. Okay.
- 4 A. It's true in one sense and not true in another
 5 sense.
- 6 Q. Dimensionally it's true; is that right?
- 7 A. Well, no, it's yes and no dimensionally.
 8 The -- I think I can best explain it this way.
 9 I know exactly what you're talking about, I
 10 believe. But the inside edge of the bump or
 11 notch, as you call it, where it becomes flush
 12 with the normal floor is, as I recall, directly
 13 in line with the -- with an extension of the
 14 wheel house side dimension. In other words, if
 15 you drew -- if you drew a line straight back
 16 from the wheel house, the inboard lateral side
 17 of the wheel house, and came straight back
 18 beyond the wheel house, the bump you're
 19 speaking of would end in line with that
 20 extension. So it's really -- it's as wide --
 21 you have as wide a flat floor from the center
 22 of the car to the edge of the bump as you have
 23 from the center of the car to the side of the
 24 wheel house.
- 25 Q. Let me get to the question I was going to get

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- 1 out of the wheel house and out of the interior
 2 of the body, so as you go past in a rearward
 3 direction -- from front to rear as you go past
 4 the wheel house, then the cargo floor suddenly
 5 gets a little wider and it retains that
 6 additional width to the back end of the cargo
 7 floor.
- 8 Q. Okay. And it's in the section where it's a
 9 little wider that we have this inboard wall of
 10 the filler neck housing which surrounds the
 11 filler neck tube and hose?
- 12 A. Exactly.
- 13 Q. All right. And at least with regard to the
 14 portion that is a little wider, if we look at
 15 the four corners of that portion, this inboard
 16 wall of the filler neck housing which surrounds
 17 the filler neck tube and hose is inside the
 18 four corners?
- 19 A. Yes.
- 20 Q. And so what we actually have, if we look inside
 21 the four corners, we've got part of the filler
 22 hose inside the four corners of that portion of
 23 the cargo space, although it's not inside the
 24 passenger compartment --
- 25 A. Well, yes and --

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- 1 at. We're kind of having an academic
 2 discussion here and I really don't have any
 3 criticism of that, but is it correct that the
 4 little bump that I see, that is the housing for
 5 the fuel filler hose that is -- that is
 6 carrying the filler hose from the fuel filler
 7 housing where we put in the gas nozzle towards
 8 the exterior portion of the rear sill?
- 9 A. Absolutely correct.
- 10 Q. Okay. Now, let me take you to a different
 11 subject, and that is -- well, before I move to
 12 a different subject, I want to take you back to
 13 the forward interior edge of the sill tunnel.
 14 Would you agree with me that in a rear end
 15 collision where you have significant forward
 16 movement of the fuel tank, that that is going
 17 to be the location where you have the highest
 18 stresses introduced on the fuel filler hose?
- 19 A. Well, let me answer your question this way. I
 20 think your assumption is that the tank is going
 21 to move forward relative to the tunnel in the
 22 sill in a rear end impact.
- 23 Q. Okay. Given that assumption, is that the
 24 location of the highest stresses?
- 25 A. That assumption is not congruent with my

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1 experience. But if that assumption were
 2 correct, then the hose would begin impinging on
 3 the side and begin deflecting.
 4 Q. All right. So let me see if we can't go about
 5 it this way. If we assume that the fuel tank
 6 moves forward to a greater extent than the sill
 7 tunnel does, is it correct that the forward
 8 interior edge of the sill tunnel is going to be
 9 the location that introduces the highest stress
 10 loads on the fuel filler hose?
 11 A. With that as a background, the answer is yes.
 12 Q. Okay. Now, let me take you to a new issue, and
 13 that is I think on the third page of your
 14 document here, Discovery Exhibit No. 105, you
 15 ask the hypothetical question, "Why does the XJ
 16 have a plastic tank shield?" And it says,
 17 "Protection in occasional off road usage.
 18 Rocks. Stumps. Provides a blunting surface.
 19 Distributes loads - will not support vehicle
 20 weight." Those are the reasons we have the
 21 shields that we see; is that right?
 22 A. The reason we have the shield that was put on
 23 as standard equipment on the XJ is because it
 24 is an off road type vehicle and can be
 25 expected -- or a sport utility vehicle and can

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1 be expected to be used off road occasionally.
 2 Statistics say maybe five, seven percent, but
 3 some can be expected to go off road.
 4 Q. Okay.
 5 A. And this shield is there so that if somebody is
 6 driving down through an area that there is tall
 7 grass and there may be a stump or rocks, it
 8 affords some protection. And it's common
 9 practice for sport utility vehicles, most, if
 10 not all, do this sort of thing.
 11 Q. Okay. Let me discuss with you this issue of
 12 the shield for a little while. First of all,
 13 would you agree with me that at the time that
 14 American Motors began designing the XJ vehicle,
 15 that it was both economically and
 16 technologically feasible for American Motors to
 17 incorporate a full shield around the fuel tanks
 18 of every one of the XJ vehicles it was going to
 19 build?
 20 MR. HAYES: What do you
 21 mean by a full shield? Polyethylene --
 22 QUESTIONS BY MR. WATTS:
 23 Q. I want to use the term "bathtub shield," but I
 24 don't know whether that will -- do you know
 25 what a bathtub shield is?

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1 A. I've never heard that term.
 2 Q. Let me see if I can describe it this way. When
 3 I talk about a full shield, I talk about a
 4 shield that fully envelopes the fuel tank on
 5 all sides. Okay?
 6 MR. HAYES: All the way up
 7 to the floor pan -- the lower side of the floor
 8 pan?
 9 MR. WATTS: Uh-huh. And on
 10 the sides of the vehicle that aren't shielded
 11 right now on the XJ.
 12 MR. HAYES: Completely
 13 isolates the tank from any environment except
 14 the upper -- the bottom portion of the floor
 15 pan.
 16 MR. WATTS: Okay.
 17 MR. HAYES: Is that what
 18 you're saying?
 19 MR. WATTS: Yeah, we can go
 20 with that right now.
 21 THE WITNESS: Now I know
 22 what you're talking about, would you please --
 23 QUESTIONS BY MR. WATTS:
 24 Q. What would you call that?
 25 A. Well, we'll call it a bathtub shield because

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1 that's what you called it. It extends full
 2 height, as I understood it, and around the
 3 front and around the side and around the back.
 4 In fact, around everything other than the top.
 5 Q. Right. And with those assumptions in mind,
 6 would you agree with me that at the time
 7 American Motors began designing the XJ, that it
 8 was both economically and technologically
 9 feasible for American Motors to put a bathtub
 10 shield around the fuel tanks that it was going
 11 to incorporate into the Jeep Cherokee vehicles?
 12 A. Well, I guess we would have to say it's
 13 technically feasible, you could do that.
 14 Q. Okay.
 15 A. I don't know why you would do it, but you could
 16 do it.
 17 Q. All right.
 18 A. I'm not sure I know what the value would be or
 19 what the intent would be of doing that, but it
 20 could be done.
 21 Q. Okay. Let me ask you another question with
 22 regard to something that Mr. Thornton told me.
 23 When we were talking about this plastic shield,
 24 I believe I used the term a safety device, such
 25 as that. I believe his testimony was something

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- 1 along the lines of it was a functional issue,
 2 not a safety issue. My question to you is, is
 3 it your testimony that the plastic tank shield
 4 that is on the XJ was added solely to provide
 5 protection against rocks and stumps and off
 6 road usage and not to provide fuel system
 7 integrity protection in a rear end collision?
 8 A. Yes, it was there for the reason I gave.
 9 Q. The off-road usage?
 10 A. The occasional off-road usage, right.
 11 Q. And so when the jury looks at this plastic
 12 shield that we see on the back of the XJ, would
 13 it be fair for them to assume that that plastic
 14 fuel tank shield was not incorporated to
 15 provide fuel system integrity protection in the
 16 event of a rear end collision?
 17 A. That's correct.
 18 Q. Okay. During the time that you worked for
 19 American Motors, did AMC incorporate any
 20 plastic shields on any of their vehicles for
 21 the purpose of providing additional fuel system
 22 integrity protection in the event of a rear end
 23 collision?
 24 A. No.
 25 Q. Okay. Now, let me take you to the issue of a

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- 1 steel skid plate for a second.
 2 MR. HAYES: Which steel
 3 skid plate?
 4 MR. WATTS: The option on
 5 the '86.
 6 THE WITNESS: The
 7 accessory?
 8 MR. WATTS: Yeah.
 9 QUESTIONS BY MR. WATTS:
 10 Q. First of all, we know that there was a not a
 11 steel skid plate on this particular vehicle; is
 12 that right?
 13 A. Well, there wasn't one on when I saw it.
 14 Q. Okay. And I think the evidence is going to
 15 turn out to be there never was one on this
 16 vehicle. Okay? But let me just ask you this.
 17 First of all, would you agree with me that at
 18 the time that American Motors Corporation began
 19 designing the XJ, that it was technologically
 20 feasible for AMC to incorporate a steel skid
 21 plate into every XJ vehicle that it built?
 22 A. It would be technologically feasible, it could
 23 be done, sure.
 24 Q. Okay. Now, would you agree with me that the
 25 steel skid plate has as one of its benefits

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- 1 providing added fuel tank protection to the XJ
 2 in the event of a rear end collision?
 3 A. No, I don't really think so. It might in some
 4 instances. I wouldn't say that it couldn't,
 5 but I can visualize many instances where it
 6 wouldn't. It's certainly not intended.
 7 Q. Tell me what you mean by the fuel tank
 8 protection, then, under the option of the steel
 9 skid plate package.
 10 A. Sure. Let me describe the optional package
 11 first. For off roaders, people who like to go
 12 off into the boonies, serious off roaders,
 13 they -- they don't just crawl over rocks.
 14 They crawl over boulders, and you probably know
 15 what I'm talking about. And they'd wreck.
 16 MR. HAYES: He may not.
 17 Don't assume that he knows what you're talking
 18 about.
 19 THE WITNESS: Okay. Well,
 20 I don't know if you've ever been on --
 21 QUESTIONS BY MR. WATTS:
 22 Q. You can give me that credit. Go ahead.
 23 A. I'm sure -- I'm sure you have. But without
 24 some suitable protection for the under the --
 25 the vulnerable undersides of a vehicle to

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- 1 protect against bending the suspension all to
 2 hell and the steering linkage and the oil pan
 3 and the transfer case and the fuel tank and
 4 getting stuck out in the boonies someplace
 5 because now the vehicle won't run anymore, we
 6 have this skid plate package, and you get three
 7 pieces, as I recall, of which the fuel tank
 8 skid plate is one, and it -- these protect
 9 against vertical uploads. You know, you can
 10 skid the vehicle right off of -- off of a big
 11 boulder or whatever by the driving wheels that
 12 are still having traction and you just push it
 13 right across there or drag it across instead of
 14 breaking the transmission case or putting a
 15 hole in your oil pan or tearing a suspension
 16 arm off. That's what it's there for.
 17 Q. The steel skid plate that is provided as an
 18 option on the 1986 Jeep Cherokee does a
 19 wonderful job of protecting the fuel tank from
 20 being punctured from tree stumps, boulders, or
 21 other puncturing sources. Would you agree with
 22 that?
 23 A. Or denting sources from underside, yes. That's
 24 what it's there for.
 25 Q. All right. You would agree with me that the

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1 steel skid plate is there to provide excellent
 2 protection against potential puncture sources
 3 of the fuel tank?
 4 A. From the underside, yes.
 5 Q. All right. Now, you keep saying the
 6 underside. Remember our discussion of the
 7 bathtub shield?
 8 A. Sure.
 9 Q. Isn't it a fact that the steel skid plate is in
 10 effect a steel bathtub shield?
 11 A. Not the way you described a bathtub shield, it
 12 is not.
 13 Q. Does the steel skid plate have a steel barrier
 14 for the rear side of the fuel tank?
 15 A. Partial.
 16 Q. Which part does it not?
 17 A. Well, it doesn't -- it doesn't extend
 18 vertically up -- even up to the flange, so
 19 it's -- I don't know the dimension, but I
 20 would say it only goes vertically up on the
 21 rear by perhaps 40 percent of the way, just
 22 pulling a number out of the air. It's in that
 23 general area.
 24 Q. How is it attached?
 25 A. The skid plate is attached with two brackets on

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1 the sides that secure this assembly under the
 2 tank and the bolts are driven up into the
 3 bottom surface of the rear longitudinal rails.
 4 That's how it's held on.
 5 Q. All right, sir. And would you agree with me
 6 that it would certainly have been
 7 technologically feasible at the time that
 8 you-all began designing the XJ to design a
 9 steel skid plate that in effect was a steel
 10 bathtub shield providing protection not only to
 11 the bottom, but also to the backside of the
 12 fuel tank?
 13 A. Well, it would be technologically feasible to
 14 build that, as I answered before.
 15 Q. Okay. Now, if it had turned out that Chrysler
 16 had built a steel skid plate -- strike that.
 17 If it had turned out that
 18 American Motors had built a steel skid plate
 19 that protected the back of the fuel tank as
 20 well as the bottom of the fuel tank, would you
 21 agree with me that that steel skid plate would
 22 provide excellent protection from potential
 23 puncture sources whether they be rocks or
 24 boulders or trailer hitches, whatever they may
 25 be?

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1 A. I would say that in some cases it may -- some
 2 accident scenarios it might provide the
 3 difference between having a puncture and not,
 4 and in other accident cases it wouldn't make
 5 any difference.
 6 Q. Okay. But in answer to my question, would you
 7 agree with me that the incorporation of a
 8 bathtub type steel skid plate that protected
 9 not only the bottom of the fuel tank but also
 10 the rear portion of the fuel tank would provide
 11 a significant improvement in the fuel system
 12 integrity protection from puncture that is
 13 offered to the customer?
 14 A. I really don't know because I haven't done any
 15 testing on that.
 16 Q. As an engineer, what do you think?
 17 A. I think I would have to run some tests, because
 18 it's not as simple as you make it out, in my
 19 opinion, because this bathtub thing that you
 20 were describing is attached to the rails with
 21 bolts, and so it's going to kind of want to
 22 stay wherever those bolts are that are
 23 attaching to the rails, whereas the tank isn't
 24 necessarily going to stay in the same
 25 relationship to that because of crush. So I

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1 really don't know how to -- I wouldn't know how
 2 to predict that without running tests.
 3 Q. Let me ask you this. In terms of protection
 4 from trailer hitch, would you agree with me
 5 that a steel skid plate that covered not only
 6 the bottom of the tank, but also the back of
 7 the tank would provide excellent protection
 8 from punctures from a trailer hitch such as we
 9 have on this vehicle?
 10 MR. HAYES: Excuse me.
 11 We're not going to discuss this vehicle, this
 12 trailer hitch. That's not the purpose of this
 13 deposition.
 14 QUESTIONS BY MR. WATTS:
 15 Q. Let me just reask the question without the last
 16 phrase. Would you agree with me that a steel
 17 skid plate that covered not only the bottom of
 18 the fuel tank, but also the rear portion of the
 19 fuel tank would provide excellent protection
 20 against potential puncture sources such as the
 21 leading edge of a trailer hitch?
 22 MR. HAYES: Objection,
 23 asked and answered. He said it wasn't as
 24 simple as you thought and he would have to run
 25 a test or tests.

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1 QUESTIONS BY MR. WATTS:
 2 Q. Go ahead.
 3 A. You say the leading edge. The leading edge of
 4 all trailer hitches doesn't necessarily
 5 constitute the same sort of an impingement,
 6 therefore, I don't know how to answer that
 7 question.
 8 Q. Okay. Did American Motors ever consider
 9 incorporating a fuel tank shield onto the XJ
 10 vehicle for the purpose of providing puncture
 11 protection in the event of a rear end
 12 collision?
 13 A. No, sir, we did not.
 14 Q. Okay. Did American Motors test any fuel tank
 15 shields for the purposes of determining which
 16 types of shields would be best for providing
 17 protection in the event of a rear end
 18 collision?
 19 A. Well, we didn't do any, and now you're asking
 20 me why -- how we don't do any. If I --
 21 Q. I think that answers my question. A fair
 22 comment, if I may add. Let me ask you this.
 23 What I'm trying to get at is, once you-all
 24 decided to put this plastic shield on there to
 25 protect against the rocks and the stumps, did

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1 you do any testing to determine what the
 2 material thickness and the material composition
 3 ought to be?
 4 A. I can't recall any testing for that material.
 5 We -- the material itself, it's like an eighth
 6 of an inch thick. Polyethylene is what it is.
 7 And that's a -- that's kind of a normal minimum
 8 thickness for injection-molded parts made out
 9 of polyethylene, a tenth of an inch. And
 10 that's why you don't see any real thin
 11 polyethylene parts. You don't see any real
 12 thick ones because of the cooling and shrink
 13 properties of the material. And so an eighth
 14 inch is about how that came out on a process
 15 basis.
 16 Q. But I take it there were no alternative
 17 thicknesses that were tested?
 18 A. Not to my knowledge.
 19 Q. Was there any sort of engineering project that
 20 was done to determine what the thickness and
 21 what the exact material composition ought to be
 22 for this shield?
 23 A. No. I think it was done on a much more
 24 practical level than that. The Jeep grew,
 25 every year several times, went on Rubicon

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1 off-road trips or whatever or participated in
 2 some that were being done by other groups and
 3 they found going back in history -- and they
 4 weren't just Jeeps on these jamborees. I mean,
 5 there's Toyotas and there's all kinds of
 6 foreign sports utility type vehicles. But they
 7 found that the tanks were getting bashed in and
 8 so forth, and then the next trip, you know,
 9 somebody brings something along to try to see,
 10 you know, would that allow the vehicle to make
 11 the Rubicon trail -- trip, you know, without
 12 having a leak or without pushing up the bottom
 13 of the tank and wrecking the sending unit or
 14 the fuel pump and it just evolved that way.
 15 Q. Mr. Thornton told me that during the off-road
 16 testing of the XJ itself that somebody backed
 17 over a tree stump and punctured the fuel tank.
 18 Do you anything about that?
 19 A. No, I don't.
 20 Q. Okay. Okay.
 21 MR. WATTS: Burgain wants a
 22 break. Let's take a break.
 23 (At this time a brief
 24 recess was taken, after which time the
 25 deposition continued as follows:)

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1 MR. WATTS: That's all my
 2 questions, Mr. Seidl. Thank you.
 3
 4 EXAMINATION
 5 QUESTIONS BY MR. SHEINESS:
 6 Q. Mr. Seidl, my name is Marc Sheiness. I
 7 represent Street Toyota in this case, the
 8 business entity that sold the Jeep Cherokee
 9 with the, as I understand it, unapproved
 10 trailer hitch on it to the Sihanourajs, okay?
 11 A. Yes.
 12 Q. That's close enough?
 13 A. Yes. I understand that.
 14 MR. HAYES: Sihanourajs.
 15 MR. SHEINESS: Them, too.
 16 QUESTIONS BY MR. SHEINESS:
 17 Q. Would you describe for me as best you can the
 18 difference as you see it from a, quote,
 19 approved American Motors/Chrysler trailer hitch
 20 than from the trailer hitch that was on there
 21 at the time?
 22 MR. HAYES: Mr. Sheiness,
 23 this goes beyond the scope of the deposition as
 24 it was set up. However, I have been -- it has
 25 been explained to me by both you and Mr. Watts

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1 that for reasons that have nothing to do with
2 this witness you need the answer to that
3 question as a preliminary answer, understanding
4 that he has not completed his investigation
5 into this matter, and as long as this is a
6 limited interrogation, I will, because I have
7 been so requested by both of you, let him
8 answer a limited series of questions on this
9 issue. You may have answer the question,
10 Mr. Seidl, if you have an answer at this time.

11 THE WITNESS: There are so
12 many differences visibly between a hitch that
13 we would supply as an American Motors or
14 Chrysler now, I guess -- American Motors hitch
15 and the hitch that I saw on the Sihanouraj
16 vehicle that it's difficult to know where to
17 start. There's almost no similarity other than
18 the fact that its width -- the overall width is
19 approximately the same. The size of the
20 internal opening for the hitch receptacle is
21 the same.

22 QUESTIONS BY MR. SHEINESS:

23 Q. It's about two by two?

24 A. The internal size would be about two by two,
25 yes, sir. When you go beyond that, the

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1 provisions for attaching the hitch to the
2 vehicle bear no resemblance. Beyond that the
3 surface -- the forward surface of the hitch as
4 it relates to that portion of the hitch that
5 would be closest to the tank bears no
6 relationship to an authorized hitch that we
7 would supply with our vehicles.

8 Q. Would your answer be the same, and that is
9 unable to even know where to start, if I also
10 asked you to describe the differences between a
11 Chrysler approved trailer hitch and one
12 approved by General Motors or Ford?

13 A. I don't know how to answer that because I'm not
14 familiar with their hitches, so I --

15 Q. How about an aftermarket trailer hitch by an
16 independent vendor? Have you ever looked at
17 any of those, not necessarily in detail, but
18 would your answer be the same if, in fact,
19 you've ever looked at an aftermarket trailer
20 hitch that I could go to a HiLo Auto Store and
21 purchase?

22 MR. HAYES: For example,
23 Draw-Tite.

24 THE WITNESS: One that was
25 specifically designed by that manufacturer for

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1 the XJ Cherokee?

2 QUESTIONS BY MR. SHEINESS:

3 Q. No, sir. Would you agree with me that I could
4 go here today in Austin or Houston or Corpus
5 Christi to an auto parts store and probably buy
6 a trailer hitch to be mounted on the bottom of
7 the vehicle?

8 A. Well, I don't know much about hitch companies
9 in Austin or Houston, but I am familiar with
10 hitch installers up in our part of the country,
11 which I imagine are the same. I don't know
12 that there would be any difference really. And
13 if you go in and you want a Class 3 hitch,
14 let's say --

15 Q. Okay.

16 A. -- the first question is, for what vehicle.

17 Q. All right.

18 A. And then you tell them for what vehicle.

19 Q. If you told them the XJ, then what happens?

20 A. Yes. If you told them you wanted a Class 3
21 hitch to fit a Cherokee Jeep vehicle, they
22 would go through their catalog if they're a
23 dealer for some authorized recognized hitch
24 manufacturer such as Draw-Tite and they would
25 show you a picture of a hitch or show you a

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1 part number of a hitch that was like buying an
2 air cleaner element for a car. You don't --
3 you don't go to a parts store and say, "Hey, I
4 want an air cleaner," and they say, "Okay.
5 Here's one. This is the cheapest one we've got
6 and here it is." But I say -- you know, does
7 this fit my car --

8 Q. Let me interrupt the question --

9 A. You've got to ask the -- you've got to answer
10 the question, what is it supposed to fit on.

11 Q. I understand.

12 A. And then they bring you the proper air cleaner
13 element. It's the same thing with a hitch.

14 Q. Are you telling me, then, that if I went
15 into -- and you know from your experience that
16 if I went and bought an aftermarket trailer
17 hitch that according to the book is supposed to
18 be for a XJ-6 and it's brought out to me and I
19 set it on the table. I then go to a Jeep
20 dealer and I buy a trailer hitch from him that
21 came from Chrysler. I put it on the same
22 table. Now I ask the same question I asked
23 earlier. Are they going to be as different as
24 the two in this case or are they going to be
25 much more similar or are there still going to

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1 be some major differences?
 2 A. Okay. I think I understand your question. The
 3 answer, to my knowledge, is that you would find
 4 that the -- let's take your example. You've
 5 got a Draw-Tite and you've got one that came
 6 from a Jeep dealer --
 7 Q. Right?
 8 A. -- and you put them on a table and you look at
 9 them. You would find, I'm sure, that they
 10 would be very similar. They wouldn't be
 11 identical, but they would be very similar.
 12 Q. Would the differences -- has Chrysler, to your
 13 knowledge, ever looked at that to see what the
 14 differences would be from engineering or from a
 15 safety standpoint?
 16 MR. HAYES: Excuse me.
 17 From what to what?
 18 QUESTIONS BY MR. SHEINESS:
 19 Q. Between any aftermarket trailer hitches and
 20 your trailer hitch?
 21 A. To my knowledge, the only trailer hitch that
 22 we've looked at -- looking at including testing
 23 is the one that would be furnished by your Jeep
 24 dealer. We don't, to my knowledge, go around
 25 and test other people's hitches. Other

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1 people's hitches on an authorized -- on a
 2 custom design basis such as described, they
 3 might be okay. I don't know. They might be
 4 okay, but we haven't tested them, and I don't
 5 know that the manufacturer, Draw-Tite or Reese
 6 or whoever, that they tested them. They may
 7 have and they may not have. I just don't know.
 8 Q. So any trailer hitch -- aftermarket trailer
 9 hitch manufactured by any company, big or
 10 small, would be classified by Chrysler as
 11 unapproved since it's not a Chrysler trailer
 12 hitch?
 13 A. I would say it's because it hasn't been
 14 tested --
 15 Q. Right.
 16 A. -- in the environment.
 17 Q. I'm not saying why, but first the answer is
 18 yes, it would be classified unapproved by
 19 Chrysler because it hasn't been tested by
 20 Chrysler?
 21 A. Yes, sir, that's the best -- closest answer I
 22 can give you.
 23 Q. And the testing that you're talking about with
 24 regard to its integrity and relationship to the
 25 fuel tank is only one test, the 301 test, or

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1 are there other tests?
 2 A. There are -- the principal ones that I would be
 3 concerned with are the 301 tests, yes.
 4 Q. Okay.
 5 A. I can't sit here and say that that's the only
 6 test because I'm quite sure that -- not
 7 necessarily on the vehicle as a complete
 8 vehicle, but as a laboratory test at least,
 9 there would have been tests of loading the
 10 hitch at the hitch ball location to the -- to
 11 the body attachment to see whether -- with
 12 given loads as specified -- there's a trailer
 13 hitch standard on loads --
 14 Q. Sure.
 15 A. -- that it has to meet for each of the various
 16 classes. And I'm sure we would have run those
 17 tests. I have not personally seen them done,
 18 but I'm sure that they would have been done as
 19 well. But the principal one is the 301 test
 20 because of the environment.
 21 Q. Sitting here right now, then, I take it you
 22 don't know if the trailer hitch that had been
 23 on this Jeep had not been what as everyone is
 24 referring to as a homemade hitch, but had
 25 actually been purchased and installed by an

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1 auto parts store, purchased from an
 2 aftermarket -- and purchased from an auto
 3 parts store and then this incident occurred as
 4 it did occur, whether or not the result would
 5 have been any different? Do you understand my
 6 question?
 7 A. Yeah, I think I understand your question, but
 8 can you shorten it up a little bit so I'm
 9 sure?
 10 Q. Sure. Do you know if there's another type of
 11 trailer hitch where the result would have been
 12 any different?
 13 A. When you say another type of trailer hitch --
 14 Q. One that you've gone in -- and you named some
 15 manufacturers aftermarket, do you know if the
 16 result --
 17 A. A commercially available hitch is what you're
 18 saying?
 19 Q. Yes, sir. Do you know if the result would have
 20 been any different?
 21 A. Different than what did occur --
 22 Q. What occurred?
 23 A. -- on the accident vehicle?
 24 Q. Yes, sir.
 25 A. Well, I can't sit here and say that I know for

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- 1 sure that it would have been different, so I
2 can't be positive because I haven't tested it.
- 3 Q. All right. Have you in any of your capacities
4 at American Motors/Chrysler ever heard of a
5 rear end accident in which the vehicle in front
6 had an approved trailer hitch on it and the gas
7 tank was, in fact, penetrated to any extent to
8 allow leakage of fuel or fumes?
- 9 A. Am I personally familiar with such a case, is
10 that your question?
- 11 Q. And by personally familiar, I'm talking about
12 anything you've seen, heard or anything other
13 than talking -- yeah, seen or heard or talked
14 about or read.
- 15 A. No, I don't have any personal experience
16 whether it's seen, heard or whatever.
- 17 Q. Read about it in an internal report or other
18 lawsuits or claims --
- 19 A. No, sir.
- 20 Q. -- in which it was a rear end accident with an
21 approved trailer hitch and because of the force
22 it penetrated to any extent the fuel tank?
- 23 A. I understand your question.
- 24 Q. First of all, I'm going to say to the XJ-6.
- 25 A. Well, I can broaden it and say to anything.

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- 1 Q. Okay. Have you ever heard of a lawsuit or a
2 claim or an accident involving a vehicle
3 similar to the XJ-6 or broaden it even more, if
4 you want, that had an aftermarket trailer
5 hitch -- commercially purchased aftermarket
6 trailer hitch, rear end accident, penetrate the
7 fuel tank so as to allow the potential escape
8 of fumes or gasoline?
- 9 A. I understand your question. And the answer is
10 the same, I haven't.
- 11 Q. Okay.
- 12 MR. HAYES: Are we about
13 completed with this line of inquiry?
- 14 MR. WATTS: I have a
15 question about it.
- 16 MR. SHEINESS: You can't
17 ask it.
- 18 MR. WATTS: I just didn't
19 want the line of inquiry to be cut off before I
20 got to ask a question.
- 21 QUESTIONS BY MR. SHEINESS:
- 22 Q. The 301 test -- this is just for educational
23 purposes -- and I call it 301, although it
24 simulates a 30-miles-per-hour -- was coming --
25 moving at 30 miles an hour; is that correct?

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- 1 A. The barrier -- the 4,000-pound barrier is
2 moving at 30 miles an hour when it strikes the
3 back of the vehicle to be tested.
- 4 Q. And can you tell me and tell this jury if that,
5 in fact, is supposed to equal to a
6 30-mile-an-hour car or a car going
7 theoretically faster than that?
- 8 A. Well, I can answer that question with respect
9 to the energy levels.
- 10 Q. All right. Let's talk about the energy.
- 11 A. And I would say that the energy level that the
12 car being tested would have to absorb from this
13 moving barrier is about equivalent to a
14 car-to-car at about 45 miles an hour.
- 15 Q. Okay. So what would happen, then, to a Jeep
16 Grand Cherokee with an approved trailer hitch
17 struck in the rear by another vehicle going 50
18 miles an hour?
- 19 MR. HAYES: Can we limit it
20 to the vehicle in this case instead a Grand
21 Cherokee? Can we talk about the Cherokee?
- 22 MR. SHEINESS: I own a Jeep
23 Grand Cherokee, so I -- no, you're right. Yes,
24 that's correct.
- 25 MR. HAYES: We are pleased

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- 1 that you bought one, but we would like to stay
2 with the vehicle of the XJ.
- 3 QUESTIONS BY MR. WATTS:
- 4 Q. Do you know if whether or not, then -- if this
5 is the only test that has been done, do you
6 know sitting here today the answer to the
7 question, that is, what the result would be in
8 a relationship between an approved trailer
9 hitch on the type of vehicle -- Jeep vehicle
10 involved in this incident struck by another
11 vehicle going 50 miles an hour or more, and I
12 don't even know the type of vehicle?
- 13 A. When you say or more, how much more?
- 14 Q. Let's say between 50 and 55.
- 15 A. So -- uh-huh. Well, I don't specifically know
16 the answer to that because I don't have any
17 information that would allow me to answer it.
18 My judgment would be that as you increase the
19 speed beyond 45, while there may still not be a
20 failure, the risk increases as the speed goes
21 up exponentially.
- 22 Q. And sitting here today, you do not know of any
23 test above the 301 test that might extrapolate
24 the answer for us other than the general
25 mathematical premise you've just given us?

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- 1 A. If anything -- if I've learned anything over
2 the last 34 years, it's that extrapolation is a
3 very risky proposition.
- 4 Q. The -- do you know -- is a 4,000-pound barrier
5 supposed to represent -- and I don't know how
6 the DOT came up with that, any particular --
7 what you would equate to a modern size car at
8 all?
- 9 A. Well, the 4,000-pound weight of the barrier, as
10 I recall -- the weight of the barrier itself
11 was based on what fully loaded passenger cars
12 would weigh about back in the -- back in the
13 late '60s, which is when this test procedure
14 was promulgated, since that time, of course,
15 car weights have come down, but that's how it
16 was arrived at originally.
- 17 Q. From an engineering standpoint, would you
18 equate that to a 45-mile-an-hour Toyota today
19 or a 45-mile-an-hour Lincoln Continental? As
20 an engineer, how would you equate it, if you
21 could?
- 22 A. I'm sorry. You lost me.
- 23 Q. How would you equate the 4,000 pounds in energy
24 from that at 30 miles an hour in the 301 test
25 versus a car -- what car going at 40 -- at 30

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- 1 Q. Okay.
- 2 A. -- as the XJ.
- 3 Q. Okay.
- 4 A. And I did leave that out and shouldn't have.
- 5 MR. SHEINESS: Thank you.
- 6 That's all the question I have at this time
7 subject to --
- 8 MR. HAYES: This gentleman
9 is going to be deposed about his opinions
10 involving this particular accident at a later
11 time when I offer my experts and this gentleman
12 will also be a person that will testify at
13 trial.
- 14 MR. SHEINESS: I don't know
15 if I'm going to be there at that time.
16 Hopefully, I would.
- 17
- 18 FURTHER EXAMINATION
- 19 QUESTIONS BY MR. WATTS:
- 20 Q. Mr. Seidl, I just have a couple of questions
21 for you. Do I understand it to be your
22 testimony that you are unaware of a fuel-fed
23 fire occurring as a result of a trailer hitch
24 puncturing the back of a fuel tank?
- 25 A. Well, I was when I answered the question the

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- 1 miles an hour would you equate the vehicle to?
- 2 A. Okay. Yeah. That's a good point.
- 3 Q. If you can?
- 4 MR. HAYES: Excuse me just
5 a second. I want to make sure I understand the
6 question. I'm trying to find out whether or
7 not the question is can you go from a movable
8 barrier 301 test of 30 miles an hour and can
9 you now give me a car-to-car crash
10 equivalency?
- 11 QUESTIONS BY MR. SHEINESS:
- 12 Q. From an engineering standpoint, if you can?
- 13 MR. HAYES: In other words,
14 with some degree of precision?
- 15 THE WITNESS: That's the
16 way I -- well, I don't know about the
17 precision. Plus or minus some percentage, I'm
18 sure. But when I answered your question what
19 car-to-car speed would it be, I didn't leave
20 out -- I did leave out an important thing I
21 should have said, which I think --
- 22 QUESTIONS BY MR. SHEINESS:
- 23 Q. That's the weight of the mass?
- 24 A. And that would be the 45 would be if the other
25 vehicle weighed the same --

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- 1 first time. Now if you asked it again, there
2 is something in the back of my mind. I was not
3 involved in this at all, but there was a case
4 many years ago that one of my guys was involved
5 in and it was, I believe, a Gremlin with a
6 trailer hitch, and I failed to recall that the
7 first time the question was asked. I'm sorry.
- 8 Q. That's fine.
- 9 A. But it came out now.
- 10 Q. Let's just follow up on that. It's true that
11 you have testified before in depositions one in
12 front of a lawyer by the name of John Cavness
13 in the Foster case that you testified that the
14 very first Gremlin fuel-fed fire that you were
15 ever made aware of occurred in 1971 and
16 occurred when a trailer hitch that had been
17 added to the back of that Gremlin punctured the
18 back of the fuel tank and started the fire;
19 isn't that right?
- 20 A. I'm not sure that that's right the way you
21 worded it. I was not personally involved nor
22 was I ever asked a question about that
23 vehicle. All I know is it was hearsay. Gene
24 Harmanson told me one day he had to go to a
25 deposition.

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- 1 Q. Okay.
- 2 A. And that's all I know.
- 3 Q. Okay.
- 4 A. And that's years back.
- 5 Q. Okay. But it is true that because of your
- 6 conversation with -- by the way, who is Gene
- 7 Harmanson?
- 8 A. He was a gentleman that worked for me at one
- 9 time.
- 10 Q. All right. And you had a conversation with
- 11 Gene Harmanson with regard to a fuel-fed fire
- 12 that occurred in 1971 when a trailer hitch was
- 13 added to the back of a Gremlin vehicle, the
- 14 hitch punctured the tank and started the fire
- 15 which burned people up; isn't that right?
- 16 A. No, that's really not -- I didn't have any
- 17 conversation whatsoever.
- 18 Q. Okay. What I'm trying to find out --
- 19 MR. HAYES: Excuse me.
- 20 Excuse me. Let him finish his answer.
- 21 QUESTIONS BY MR. WATTS:
- 22 Q. Sure. What's your recollection?
- 23 A. My recollection, and this is a total
- 24 recollection --
- 25 Q. I realize it's years ago, and I'm not indicting

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- 1 you for forgetting back then. I'm just trying
- 2 to figure out what you know now.
- 3 A. Right. It's what I know now and I think I
- 4 never will be able to recall more than what I
- 5 can right at this moment. I remember this
- 6 gentleman having to go off someplace. He
- 7 wasn't going to be at a meeting I asked for,
- 8 and I said why. And he said he's got to go to
- 9 a deposition. And this gentleman doesn't go on
- 10 depositions very -- it's the only time in my
- 11 memory that he ever went to a deposition. But
- 12 I asked him why and he told me he was going to
- 13 a deposition. And I said, "Well, what's it
- 14 about?" And he told me a Gremlin had a fuel
- 15 leak because of a trailer hitch and a rear end
- 16 impact. That's all I know.
- 17 Q. Good. Now, this conversation that you had with
- 18 Gene Harmanson with regard to this Gremlin that
- 19 caught on fire because of a trailer hitch that
- 20 had been added to the back of it, that took
- 21 place in the mid 1970s before American Motors
- 22 began the process of developing the XJ; is that
- 23 true?
- 24 A. Before we began developing the XJ?
- 25 Q. Yes, sir.

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- 1 A. Oh, yes. Yes. That's true.
- 2 MR. WATTS: That's all of
- 3 my questions. Thank you, sir. And thank you
- 4 very much for your hard work in getting
- 5 everything ready. I appreciate it very much.
- 6 I think we're done.
- 7 MR. GREEN: I have no
- 8 questions.
- 9 MR. ZGOURIDES: None.
- 10 MR. HAYES: I reserve my
- 11 questions until the time of trial.
- 12 (At this time there was a
- 13 discussion off the record.)
- 14 MR. HAYES: Let the record
- 15 reflect by agreement of counsel that I have
- 16 withdrawn the exhibits and have retained
- 17 possession of them.
- 18
- 19
- 20
- 21
- 22
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- 24
- 25

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- 1 STATE OF TEXAS }
- 2 COUNTY OF TRAVIS }
- 3
- 4
- 5 I HEREBY CERTIFY that I
- 6 have read the foregoing deposition and that
- 7 this deposition, together with my corrections,
- 8 is a true record of my testimony given at this
- 9 deposition.
- 10
- 11 Joe Setdt
- 12 SUBSCRIBED AND SWORN TO
- 13 BEFORE ME this, the day of ,
- 14 A. D., 1994.
- 15
- 16 Notary Public in and for
- 17 County
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

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NO. 94-C-0653

BONMEE SIHANOURAJ, ET AL.	}	IN THE 23RD JUDICIAL
VS.		DISTRICT COURT OF
AUGUSTINE AROCHA, ET AL.		BRAZORIA COUNTY, TEXAS

CERTIFICATION OF DEPOSITION
OF JOE SEIDL

I, GLENDA FULLER, Certified Shorthand Reporter, State of Texas, do hereby certify that the answers of the said witness were made before me after the witness had been first duly sworn, and the same were thereafter reduced to computer transcription by me and were made available to the said witness on to be by the witness read, subscribed and sworn to.

I further certify that the witness (did) (did not) sign the deposition, that changes (were) (were not) made by the witness, and that any changes which were made are attached hereto, that the original deposition has been delivered to counsel who asked the first question, a copy of the certification is sent to all parties of record, in accordance with the Texas Rules of Civil Procedure, and that the taxable costs for this deposition are

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charged to .
Given under my hand and seal of office on
this the day of , 1994.

Glenda Fuller, CSR
Certification No. 1042
Expiration Date 12-31-94

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DEPONENT: JOE SEIDL

DATE: 09/29/94

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DEPONENT: JOE SEIDL

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CAUSE NO. 94C 0653

BONMEE SIHANOURAJ, INDIVIDUALLY §
AS EXECUTOR OF THE ESTATES OF §
YATFA SIHANOURAJ AND §
VIENGSAVANH SIHANOURAJ, §
DECEASED, FOR AND ON BEHALF §
OF ALL THOSE ENTITLED TO §
RECOVER FOR THEIR DEATHS §
UNDER THE TEXAS WRONGFUL §
DEATH ACT, AND AS NEXT FRIEND §
OF VONGSAVANH SIHANOURAJ, A §
MINOR, PHIENGSAVANH SIHANOURAJ, §
PHONESAVANH SIHANOURAJ, §
AISAVANH SIHANOURAJ, §
INSAVANH SIHANOURAJ, §
KHAMPHOUT VILAYSANE, §
INDIVIDUALLY, AS EXECUTOR OF §
THE ESTATE OF ONESY VILAYSANE, §
DECEASED, FOR AND ON BEHALF OF §
ALL THOSE ENTITLED TO RECOVER §
FOR HER DEATH UNDER THE TEXAS §
WRONGFUL DEATH ACT, AND AS NEXT §
FRIEND OF PHOUTHASACK VILAYSANE, §
A MINOR, SOMSA-ATH SOUKNARY, §
INDIVIDUALLY AND AS GUARDIAN OF §
PHOUTHASACK VILAYSANE, A MINOR, §
SOULINHA VILAYSANE, §
SENGEHANH VILAYSANE, §
SICHANH VILAYSANE, AND §
OUMA NHOISAYKHAM §
VS. §
AUGUSTINE AROCHA, AMERICAN §
MOTORS CORPORATION, §
CHRYSLER CORPORATION, §
TOWN WEST FORD, INC., §
STREET TOYOTA, INC., AND - §
AUTOMOBILE CLUB INSURANCE §

IN THE DISTRICT COURT

FILED
at 1:55 P.M.

MAR 15 1994

JACKIE MOFF
Clerk of District Court, Brazoria Co. Texas
By Pat. Valappa DEPUTY

23rd JUDICIAL DISTRICT

BRAZORIA COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

COME NOW BONMEE SIHANOURAJ, Individually, as Executor of the
Estates of YATFA SIHANOURAJ AND VIENGSAVANH SIHANOURAJ, Deceased,
and for and on behalf of all those entitled to recover for their

deaths under the Texas Wrongful Death Act, and as Guardian for VONGSAVANH SIHANOURAJ, a minor, PHIENGSAVANH SIHANOURAJ, PHONESAVANH SIHANOURAJ, AISAVANH SIHANOURAJ, INSAVANH SIHANOURAJ, KHAMPHOUT VILAYSANE, Individually, as Executor of the Estate of ONESY VILAYSANE, Deceased, for an on behalf of all those entitled to recover for her death under the Texas Wrongful Death Act, and as Next Friend of PHOUTHASACK VILAYSANE, A MINOR, SOMSA-ATH SOUKNARY, Individually and as guardian of PHOUTHASACK VILAYSANE, A Minor, SOULINHA VILAYSANE, SENGEHANH VILAYSANE, SICHANH VILAYSANE, and OUMA NHOISAYKHAM, Plaintiffs, pleading against AUGUSTINE AROCHA, AMERICAN MOTORS CORPORATION, CHRYSLER CORPORATION, TOWN WEST FORD, INC., STREET TOYOTA, INC., and AUTOMOBILE CLUB INSURANCE, Defendants, and for their cause of action would show as follows:

I.

Plaintiff BONMEE SIHANOURAJ is the Executor of the Estates of YATFA SIHANOURAJ and VIENGSAVANH SIHANOURAJ, Deceased. He brings suit in his individual capacity, in his capacity as the executor of the estates of YATFA SIHANOURAJ, Deceased, his wife, and VIENGSAVANH SIHANOURAJ, Deceased, his daughter, for and on behalf of all those entitled to recover for their deaths under the Texas Wrongful Death Act, and as Next Friend of VONGSAVANH SIHANOURAJ, a Minor.

Plaintiffs PHIENGSAVANH SIHANOURAJ, PHONESAVANH SIHANOURAJ, AISAVANH SIHANOURAJ and INSAVANH SIHANOURAJ are the surviving biological children of YATFA SIHANOURAJ, Deceased, and bring suit herein individually.

Plaintiff KHAMPHOUT VILAYSANE is the Executor of the Estate of ONESY VILAYSANE, Deceased, his wife. He brings suit in his individual capacity, in his capacity as the executor of the Estate of ONESY VILAYSANE, Deceased, for and on behalf of all those entitled to recover for her death under the Texas Wrongful Death Act, and as Next Friend of PHOUTHASACK VILAYSANE, a Minor. KHAMPHOUT VILAYSANE and PHOUTHASACK VILAYSANE are residents of, Brazoria County, Texas.

Plaintiff SOMSA-ATH SOUKNARY, is a surviving biological daughter of ONESY VILAYSANE, Deceased. She brings suit herein in her individual capacity and as Next Friend of PHOUTHASACK VILAYSANE, a Minor, who is also a surviving biological daughter of ONESY VILAYSANE, Deceased.

Plaintiffs SOULINHA VILAYSANE, SENGEHANH VILAYSANE and SICHANH VILAYSANE are surviving biological children of ONESY VILAYSANE, Deceased, and bring suit herein in their individual capacity..

Plaintiff OUMA NHOISAYKHAM is the surviving biological mother of ONESY VILAYSANE, Deceased, and brings suit herein in her individual capacity.

II.

Defendant AUGUSTINE AROCHA may be served with process at his residence, 1318 Frankfurt, Conroe, Texas 77385.

Defendant AMERICAN MOTORS CORPORATION was a foreign corporation, doing business in Texas and maintaining an agency or representative in Brazoria County, Texas, and may be served with process by serving its Texas registered agent for service of

process, C. T. Corporation Systems, 350 North St. Paul Street, Dallas, Texas 75201.

Defendant CHRYSLER CORPORATION is a foreign corporation, doing business in Texas and maintaining an agency or representative in Brazoria County, Texas, and may be served with process by serving its Texas registered agent for service of process, C. T. Corporation Systems, 350 North St. Paul Street, Dallas, Texas 75201.

Defendant TOWN WEST FORD, INC. is a Texas corporation, and may be served with process by serving its registered agent for service of process, Billy D. Railsback, 18411 LBJ Freeway, Mesquite, Texas 75150.

Defendant STREET TOYOTA, INC. is a Texas corporation, and may be served with process by serving its registered agent for service of process, Joe Street, 4401 Georgia Street, Amarillo, Texas 79110.

Defendant AUTOMOBILE CLUB INSURANCE is a foreign corporation and insurance company, licensed to sell insurance in the State of Texas, who may be served pursuant to Rule 106(2) of the Texas Rules of Civil Procedure by Certified Mail addressed to Automobile Club Insurance, 3590 Twin Creek Drive, P.O. Box 44600, Columbus, Ohio 43204-0600.

III.

Subsequent to the original manufacture of the 1986 Jeep Cherokee in question, and prior to the collision described below, Defendant CHRYSLER CORPORATION acquired Defendant AMERICAN MOTORS CORPORATION, and assumed all its liabilities regarding products

manufactured prior to such acquisition, and thus, independent of its own acts and omission, is legally responsible for any of Plaintiffs' damages caused by the defective nature of the product, or by the acts and/or omissions of Defendant AMERICAN MOTORS CORPORATION.

IV.

This suit arises out of a vehicular collision occurring on or about July 12, 1993, involving a 1982 Mercury Capri being driven by Defendant AUGUSTINE AROCHA, and a 1986 Jeep Cherokee being driven by BONMEE SIHANOURAJ, and occupied by YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE. On that occasion, the vehicle being driven by Defendant AUGUSTINE AROCHA struck the rear of the 1986 Jeep Cherokee being driven by BONMEE SIHANOURAJ, and occupied by YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE. During the collision, the fuel storage system of the 1986 Jeep Cherokee ruptured, allowing hazardous hydrocarbons, specifically gasoline, to be emitted, and causing the vehicle to burst into flames. As a result of such events, Plaintiffs BONMEE SIHANOURAJ suffered severe, permanent and disabling burn injuries and experienced severe and excruciating conscious pain and suffering, and YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE experienced severe and excruciating conscious pain and suffering, and sustained severe burn injuries causing their deaths.

V.

The 1986 Jeep Cherokee in question was originally designed, manufactured and sold by Defendant AMERICAN MOTORS CORPORATION, and

was subsequently sold by Defendants TOWN WEST FORD, INC. and STREET TOYOTA, INC. At the time of the sale of the 1986 Jeep Cherokee in question, Defendants AMERICAN MOTORS CORPORATION and CHRYSLER CORPORATION were in the business of manufacturing and selling vehicles, and Defendants TOWN WEST FORD, INC. and STREET TOYOTA, INC. are in the business of selling vehicles.

VI.

BONMEE SIHANOURAJ and YATFA SIHANOURAJ purchased their 1986 Jeep Cherokee from STREET TOYOTA, INC. for use as a consumer good, primarily for personal, family or household purposes, and did use it in that manner up to and including the date of the collision made the basis of this suit.

VII.

At the time said vehicle was designed, manufactured and sold by Defendant AMERICAN MOTORS CORPORATION, and subsequently sold by Defendants TOWN WEST FORD, INC. and STREET TOYOTA, it was defective in design and unreasonably dangerous with regard to the fuel system integrity of said vehicle, which defective and unreasonably dangerous condition was a producing cause of the incident in question, the severe, permanent and disabling injuries and the conscious pain and suffering experienced by BONMEE SIHANOURAJ, YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE, the deaths of YATFA SIHANOURAJ, VENGASAVANAH SIHANOURAJ, and ONESY VILAYSANE, and the damages suffered by Plaintiffs.

VIII.

As a result of the defective and unreasonably dangerous condition of said vehicle, Defendants AMERICAN MOTORS CORPORATION, CHRYSLER CORPORATION, TOWN WEST FORD, INC. and STREET TOYOTA, in selling the vehicle in question in such condition, breached implied warranties of merchantability and fitness, which breaches of implied warranties were a producing cause of the incident in question, the severe, permanent and disabling injuries and the conscious pain and suffering experienced by BONMEE SIHANOURAJ, YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE, the deaths of YATFA SIHANOURAJ, VENGASAVANAH SIHANOURAJ, and ONESY VILAYSANE, and the damages suffered by Plaintiffs.

IX.

Further, Defendants AMERICAN MOTORS CORPORATION, CHRYSLER CORPORATION, TOWN WEST FORD, INC. and STREET TOYOTA, failed to give adequate and proper warnings and instructions regarding the dangers of said vehicle, which failure rendered said vehicle defective and unreasonably dangerous, and a producing cause of the incident in question, the severe, permanent and disabling injuries and the conscious pain and suffering experienced by BONMEE SIHANOURAJ, YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE, the deaths of YATFA SIHANOURAJ, VENGASAVANAH SIHANOURAJ, and ONESY VILAYSANE, and the damages suffered by Plaintiffs.

X.

Defendants AMERICAN MOTORS CORPORATION and CHRYSLER CORPORATION committed acts of omission and commission, which

collectively and severally, constituted negligence, negligence per se, gross negligence, malice and fraudulent concealment, including, but not limited to, failing to recall said vehicles containing such defects and to correct such defects, which negligence, negligence per se, gross negligence, malice and fraudulent concealment, was a proximate cause of the incident in question, the severe, permanent and disabling injuries and the conscious pain and suffering experienced by BONMEE SIHANOURAJ, YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE, the deaths of YATFA SIHANOURAJ, VENGASAVANAH SIHANOURAJ, and ONESY VILAYSANE, and the damages suffered by Plaintiffs.

XI.

Defendants AUGUSTINE AROCHA and STREET TOYOTA, INC. committed acts of omission and commission, which collectively and severally, constituted negligence, which negligence was a proximate cause of the incident in question, the severe, permanent and disabling injuries and the conscious pain and suffering experienced by BONMEE SIHANOURAJ, YATFA SIHANOURAJ, VIENGSAVANH SIHANOURAJ and ONESY VILAYSANE, the deaths of YATFA SIHANOURAJ, VENGASAVANAH SIHANOURAJ, and ONESY VILAYSANE, and the damages suffered by Plaintiffs.

XII.

At the time of the collision in question, YATFA SIHANOURAJ and BONMEE SIHANOURAJ carried insurance with Defendant AUTOMOBILE CLUB INSURANCE, including uninsured/underinsured motorist coverage. As a result of the collision made the basis of this suit, Plaintiffs BONMEE SIHANOURAJ, VONGSAVANH SIHANOURAJ, a Minor, PHIENGSAVANH

SIHANOURAJ, PHONESAVANH SIHANOURAJ, AISAVANH SIHANOURAJ and INSAVANH SIHANOURAJ and Plaintiffs KHAMPHOUT VILAYSANE and PHOUTHASACK VILAYSANE, SOMSA-ATH SOUKNARY, SOULINHA VILAYSANE, SENGEHANH VILAYSANE, SICHANH VILAYSANE and OUMA NHOISAYKHAM are beneficiaries under this policy. Suit is filed herein against Defendant AUTOMOBILE CLUB INSURANCE on this policy to determine the rights and obligations of the parties concerning proceeds of said policy.

XIII.

As a result of witnessing the severe, permanent and disabling burn injuries, the severe and excruciating conscious pain and suffering, and subsequent deaths of YATFA SIHANOURAJ and VIENGSAVANH SIHANOURAJ, Plaintiff BONMEE SIHANOURAJ suffered severe mental anguish, and thus seeks recovery herein under the bystander liability doctrine.

XIV.

As a result of the deaths of YATFA SIHANOURAJ and VIENGSAVANH SIHANOURAJ, Plaintiffs BONMEE SIHANOURAJ, VONGSAVANH SIHANOURAJ, a Minor, PHIENGSAVANH SIHANOURAJ, PHONESAVANH SIHANOURAJ, AISAVANH SIHANOURAJ and INSAVANH SIHANOURAJ have suffered damage to the nature and degree of care, maintenance, services, advice, counsel, love, comfort, companionship, which they otherwise would have received from YATFA SIHANOURAJ and VIENGSAVANH SIHANOURAJ, and have been caused to suffer mental anguish, and other resulting damages in an amount far in excess of the minimal jurisdictional limits of this Court.

XV.

As a result of the death of ONESY VILAYSANE, Plaintiffs KHAMPHOUT VILAYSANE, PHOUTHASACK VILAYSANE, a Minor, SOMSA-ATH SOUKNARY, Individually and as guardian of PHOUTHASACK VILAYSANE, A Minor, SOULINHA VILAYSANE, SENGEHANH VILAYSANE, SICHANH VILAYSANE and OUMA NHOISAYKHAM, have suffered damage to the nature and degree of care, maintenance, services, advice, counsel, love, comfort, companionship, which they otherwise would have received from ONESY VILAYSANE, and have been caused to suffer mental anguish, and other resulting damages in an amount far in excess of the minimal jurisdictional limits of this Court.

XVI.

Further, as a result of the gross negligence, malice and fraudulent concealment of Defendants AMERICAN MOTORS CORPORATION and CHRYSLER CORPORATION, said Defendants should be assessed exemplary damages in such an amount as the jury in its discretion may deem appropriate. In considering the amount of exemplary damages, the jury should consider the nature of the wrong, the character of the conduct involved, the degree of culpability of the wrongdoers, the situation and the sensibilities of the parties concerned, the extent to which such conduct offends a public sense of justice and propriety, the magnitude of the potential harm that the Defendants' conduct could have caused as well as the possible harm to other victims that might result if similar behavior were not deterred, the Defendants' financial status, including their net

worth, and such otherwise unrecoverable damages sustained by the Plaintiffs such as attorney's fees and expenses of litigation.

XVII.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Section One of the Fourteenth Amendment of the Constitution of the United States, which guarantees due process and equal protection of the laws.

XVIII.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Three of the Texas Constitution, which guarantees equal protection of the laws.

XIX.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Thirteen of the Texas

Constitution, which guarantees access to open courts for every person for an injury done him, and that each such person shall have remedy by due course of law.

XX.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Nineteen of the Texas Constitution, which guarantees due course of the law.

XXI.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article Two, Section One of the Texas Constitution, which prohibits any one of the three branches of government from exercising any power properly attached to either of the others, specifically, prohibiting the legislature from exercising power properly attached to the judiciary.

XXII.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the

amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article Three, Section Fifty-Six of the Texas Constitution, which prohibits the legislature from passing any local or special law authorizing limitation of civil actions.

XXIII.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Fifteen, and Article Five, Section Ten of the Texas Constitution, which guarantee the right to a trial by jury in civil cases.

XXIV.

Plaintiffs allege that the provision within Section 41.007 of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to four times the amount of actual damages or Two Hundred Thousand and No/100 Dollars (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article Sixteen, Section Twenty-Six, of the Texas Constitution, which provides, in part, that "[e]very person, corporation, or company that may commit a homicide, through wilful act, or omission, or gross neglect, shall be responsible, in exemplary damages, to the surviving husband, widow, heirs of his or her body, or such of them as there may be." Likewise, Plaintiffs

allege the same provision within Section 41.007 of the Texas Civil practice and Remedies Code constitutes an unconstitutional legislative invasion into and limitation on the constitutionally mandated assessment of exemplary damages provided for in Article Sixteen, Section Twenty-Six, of the Texas Constitution.

XXV.

As a result of the breaches of implied warranties of merchantability and fitness, Plaintiffs are entitled to recover their reasonable and necessary attorneys' fees.

XXVI.

Plaintiffs seek pre-judgment and post-judgment interest as allowed by law.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer herein, that this cause be set down for trial before a jury, and that Plaintiffs recover judgment of and from the Defendants for their actual and exemplary damages in such amount as the evidence may show and the jury may determine to be proper, together with pre-judgment interest, post-judgment interest, reasonable and necessary attorneys' fees, costs

of suit, and such other and further relief to which they may show themselves to be justly entitled.

Respectfully submitted,

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By:



MICHAEL A. LEE

State Bar I.D. No. 12074620

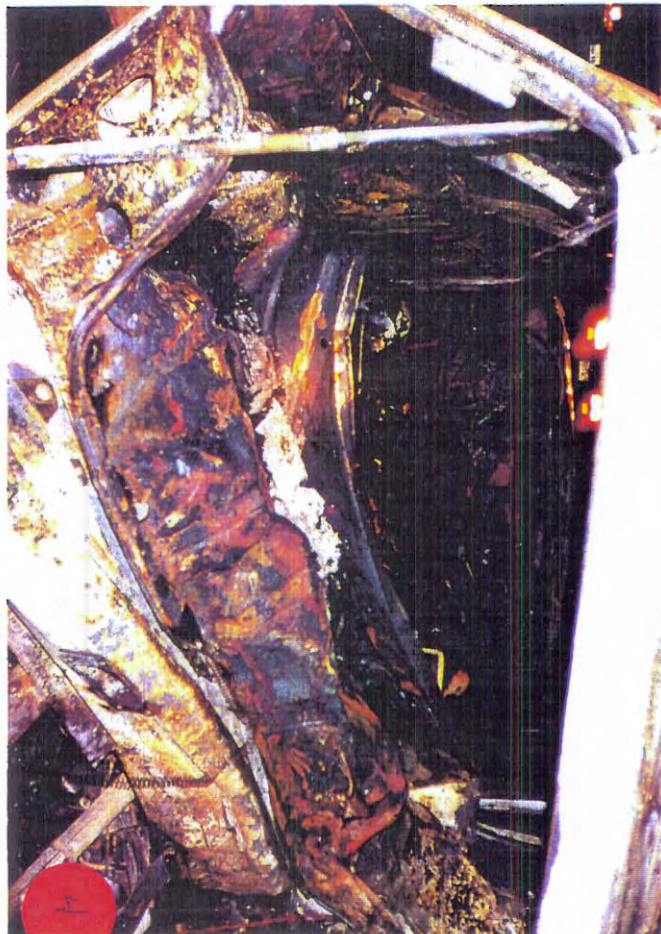
ATTORNEYS FOR PLAINTIFFS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

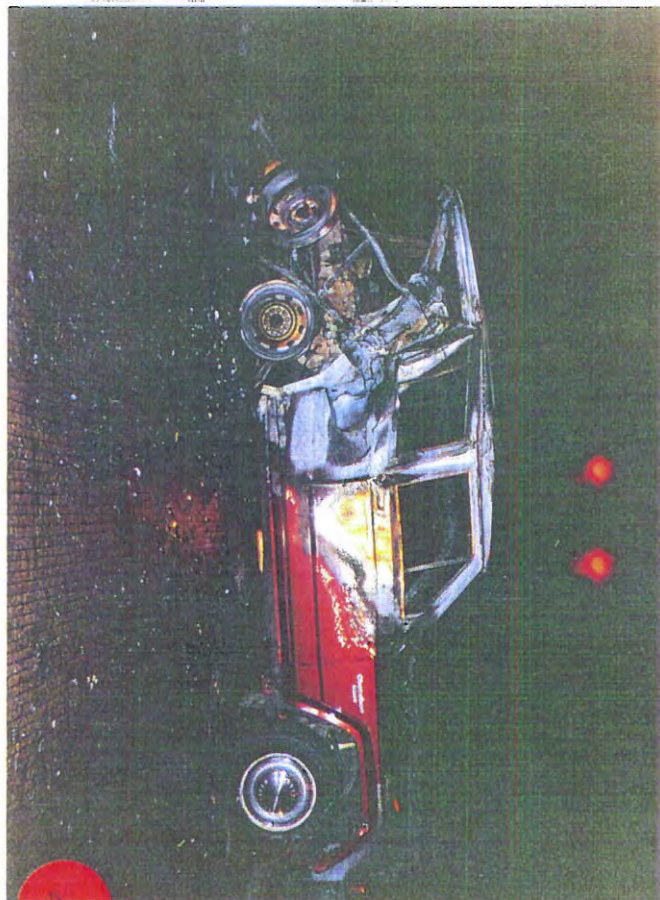
I certify that the foregoing is a true and correct copy
of the original record on file in my office. Given
under my hand and seal of the court at my office in
Angleton, Texas.

JACKIE MOEF, DISTRICT CLERK

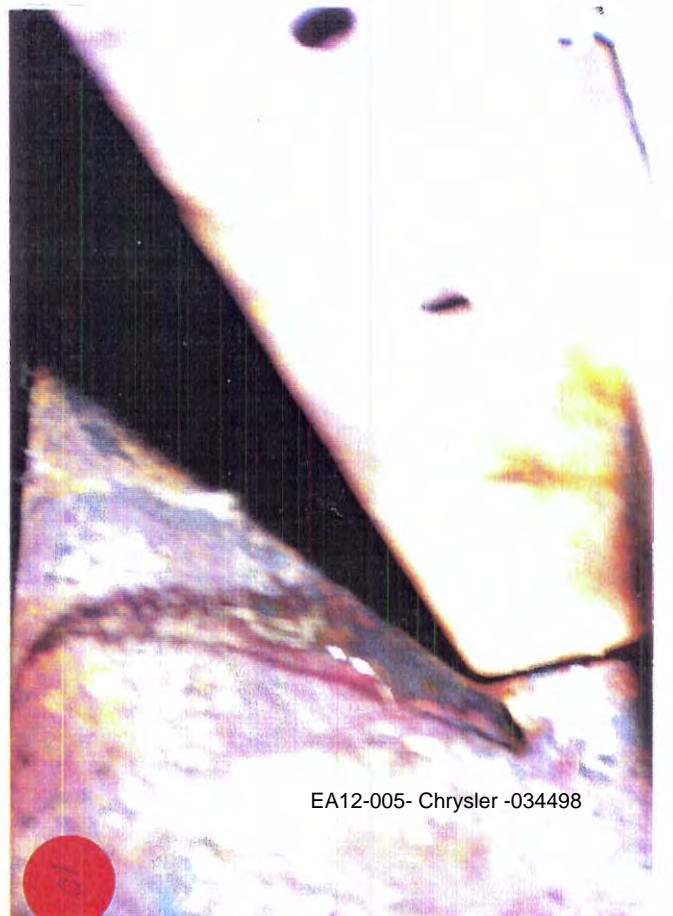
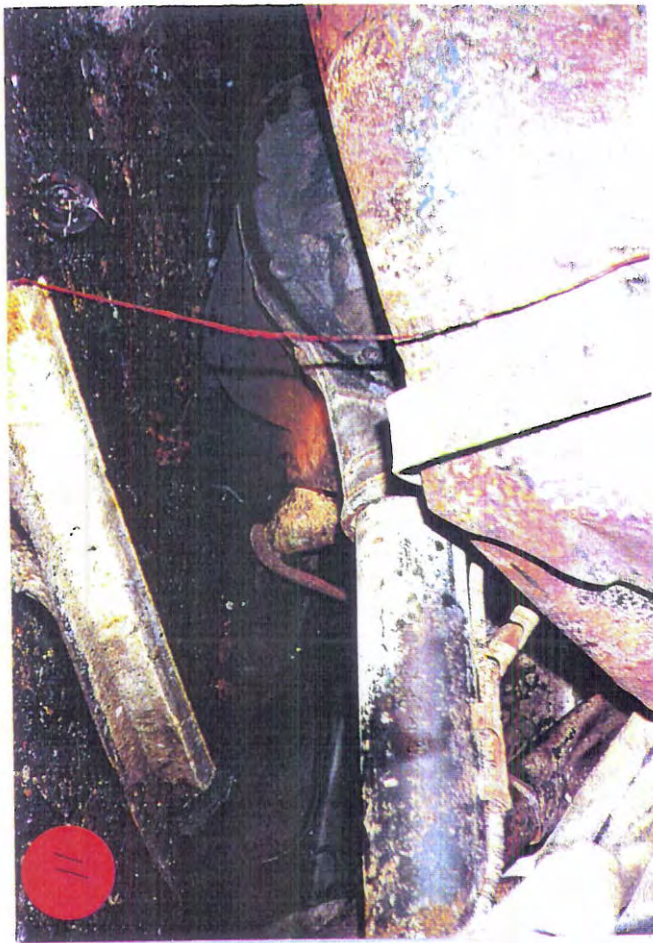
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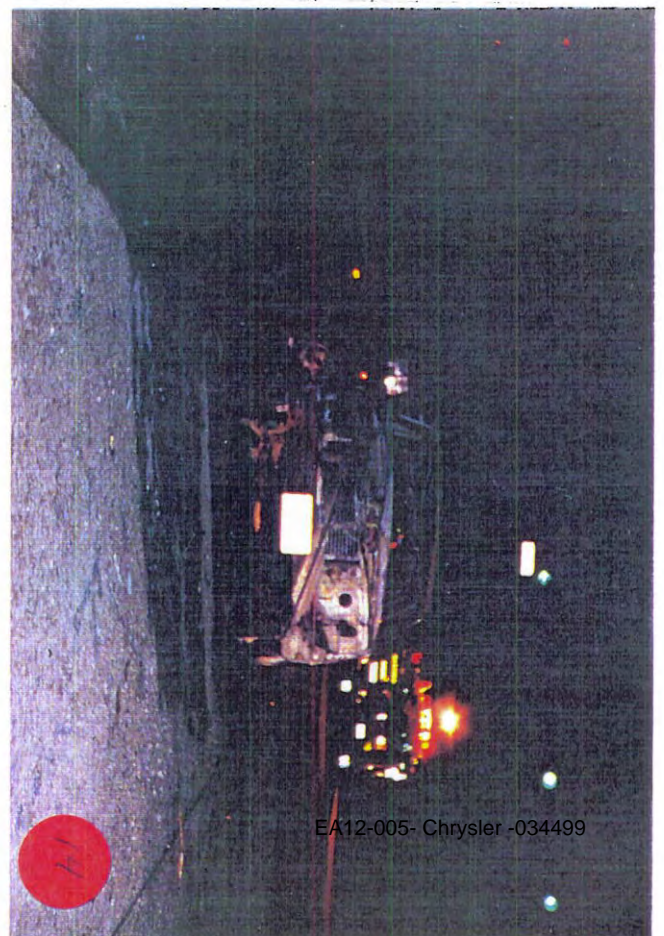
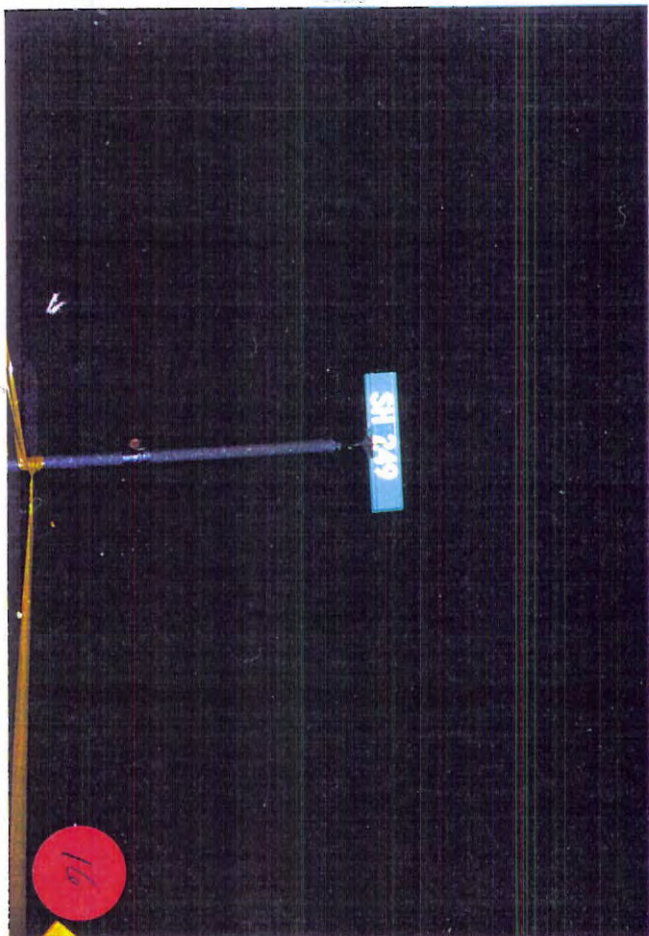
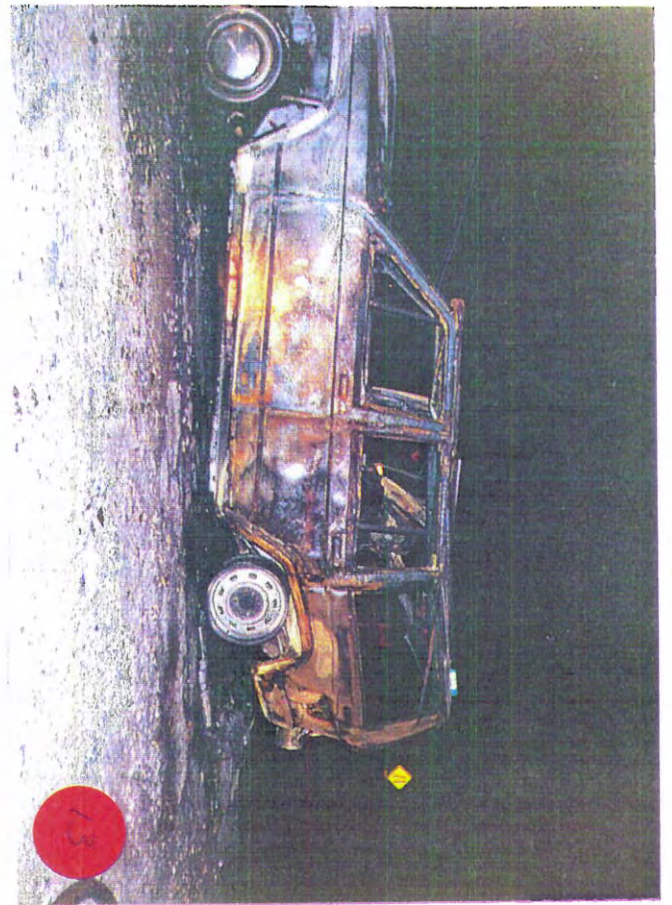
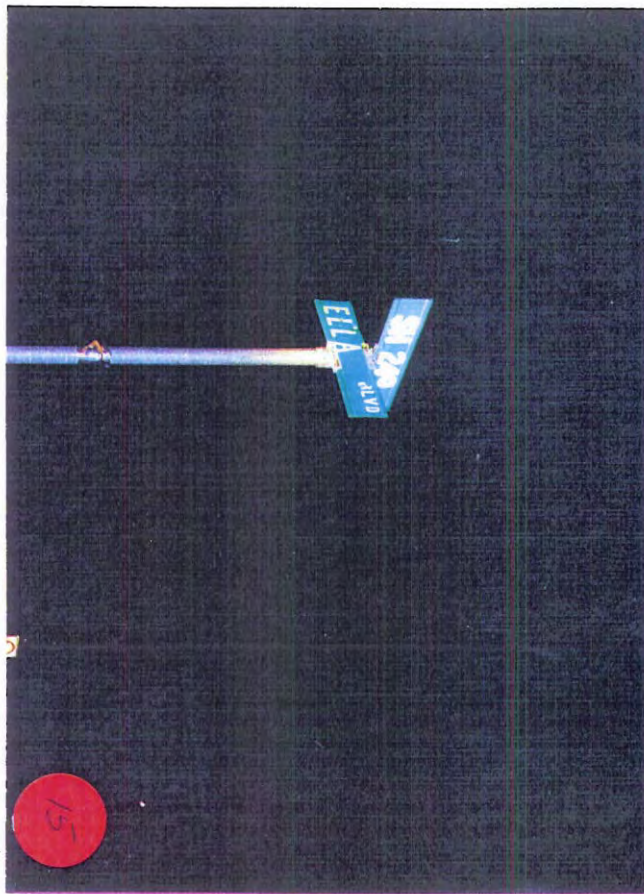
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HARRIS COUNTY
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STATE OF TEXAS
COUNTY OF HARRIS



U 408897

Received of

Clark, Thomas & Winters
Eighty 40/100

5-18 19 *94*

\$ *80.00*

Dollars

For

fire report 93-07-13-0353
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Fire Marshal CODE NO. *213*

ISSUING DEPARTMENT OR OFFICE

D. Oliver

RECEIVED BY

J.J. PRUITT
FIRE MARSHAL
713-931-1085
FAX 713-931-5874



480 N. SAM HOUSTON PARKWAY E.
SUITE 105
HOUSTON, TEXAS 77060-3521

To: Purchaser of the Harris County Fire Marshal's Office
Fire Investigation Records

Below is an excerpt from the Local Government Code regarding
use of these fire investigation records.

Local Government Code Title 11
Chapter 352.018

S 352.018. Effect on Civil Actions

- (a) An action taken by a county fire marshal in the investigation of a fire does not affect the rights of a policyholder or of any company regarding a loss caused by the fire.
- (b) The result of an investigation by the county fire marshal of a fire may not be admitted in evidence in the trial of a civil action brought under the insurance policy.
- (c) The statement of an insurance company, the company's officers, agents, or adjusters, or of a policyholder or the policyholder's representative, that is made to the county fire marshal or his representative with respect to the origin or cause or supposed origin or cause of the fire may not be admitted in evidence in or made the basis of a civil action for damages.

Acts 1987, 70th Leg., ch. 149, S 1, eff. Sept. 1, 1987.

Historical Note

Prior Law:

Acts 1951, 52nd Leg., p. 548, ch. 323.
Vernon's Ann. Civ. St. art. 1606c, S 9.

2 women, girl die after car strikes truck

Two women and a girl were killed when their truck, stopped at a traffic light, was struck from behind and burst into flames in north Harris County Monday night.

State police who arrived moments after the crash tried frantically to save the occupants of the Cherokee, which they said was rear-ended by a Mustang as both vehicles were east-bound on West Mount Houston Road at Ella Boulevard about 10 p.m.

A woman and her young daughter were engulfed in flames in the rear of the truck while the male driver, who had crawled free, was trying to open the passenger door to save his wife.

"I broke (the front passenger) window with my flashlight, but the seat belt was on and the door was jammed, and we just couldn't get her out," DPS Trooper Quincy Campbell said.

The intense heat drove back the husband and the troopers.

The husband and the man driving the Mustang were taken to Houston Northwest Medical Center. Their conditions were unknown.

Troopers said beer was found in the Mustang, and there were no skid marks.

Date: 05/18/94
Time: 10:37

PUBLIC RELEASE REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
FIRE MARSHAL
NORTHWEST FD

Type of Offense: FIRE MOBILE ACCIDENTAL

Location: ELLA BLVD at STATE HW 249

GRID: 412K

At/Between
AT

Date/Time
07/12/93 21:48

Date/Time

Premises Involved: ROADWAY

Cause of Fire : FLAMMABLE LIQ/GAS

Weather Condition: CLEAR
Method of Entry:

Complainant Information:

	NAME	AGE	RACE	SEX	HISP
1	[REDACTED]				
2	[REDACTED]				
3	UNABLE TO RELEASE JUVENILE COMPLAINANTS NAME	[REDACTED]			
4	[REDACTED]		A	F	N
5	[REDACTED]		U	M	

NAME OF INVESTIGATING OFFICER: BYRD, TERRY

PROPERTY INVOLVED:	NCIC	MODEL	VALUE/
BRAND TYPE/DESCRIPTION	CODE	TYPE	LOSS

VEHICLE INVOLVED:	MAKE	MODEL	YR	STYLE	VCO	LIC	LIS	LIT	VALUE/
									LOSS
JEP	TK	86	SW	RED/	GCG32H	TX	PC		10000
(D) DAMAGED									

Synopsis of Offense:

INVESTIGATOR T. BYRD RESPONDED AND ARRIVED ON LOCATION AT 22:50 HOURS ON 7/12/93. INVESTIGATOR J. N. BYRD RESPONDED THEN PROCEEDED TO NORTHWEST MEDICAL CENTER. A 1986 JEEP, TEXAS LICENSE # [REDACTED] WAS DESTROYED BY FIRE. THREE FATALITIES IN THE JEEP. FIRE CAUSED WHEN LEAKING FUEL IGNITED AFTER VEHICLE COLLISION. A 1982 MERCURY, TEXAS LICENSE # [REDACTED] HAD STRUCK THE JEEP FROM THE REAR CAUSING DAMAGE THAT RESULTED IN A FUEL LEAK THAT IGNITED. TRAFFIC ACCIDENT INVESTIGATED BY DPS UNIT #2533. HARRIS COUNTY MEDICAL EXAMINER OFFICE CASE #93-4906, #93-4907, AND #93-4908.

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 2

Persons Involved Information:

Ty/No	Name/Address	Rel to Offender	AGE	RACE	SEX	HISP
-------	--------------	-----------------	-----	------	-----	------

C04	[REDACTED]		52			
-----	------------	--	----	--	--	--

HOUSTON TX 713- -

Date of Birth : / / Social Security No : - -
Drivers License : State : TX
Condition : Taken To : Transported by :
Employment :

Phone : 713- - ext :

C05

[REDACTED]
SAN ANTONIO TX 713- -

Date of Birth : / / Social Security No : - -
Drivers License : State : TX
Condition : Taken To : Transported by :
Employment :

Phone : 713- - ext :

R01 [REDACTED]/DPS #2533

713- -

Date of Birth : / / Social Security No : - -
Drivers License : State : TX
Condition : Taken To : Transported by :
Employment :

Phone : 713- - ext :

W01 COLE WES NORTHWEST VFD #2533

713- -

Date of Birth : / / Social Security No : - -
Drivers License : State : TX
Condition : Taken To : Transported by :
Employment :

Phone : 713- - ext :

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 3

Officers Involved:

P	Name	TDISP	TENRT	TARRD	TCLRD	DIS	CBY
P	BYRD, TERRY	07:13	07:13	07:13	07:15	REP	REN

Status / Disposition	Report Status: APP	UCR Clearance: EXC
Name	Date	
BATY, CINDY	07/20/93	Initial Entry
DEEN, LESLIE	08/25/93	Report Approval
DEEN, LESLIE	07/29/93	Case Approval

Related Cases

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 4

Property Involved:

Per/No	Item	St	Brand	Type	NIC Number	Serial Number	Value/ Loss
--------	------	----	-------	------	------------	---------------	----------------

Vehicle Involved:

Per/No	Status	Make	Model	Lit	VCO	LIC	LIS	Value/ Loss
--------	--------	------	-------	-----	-----	-----	-----	----------------

C01	D	JEP	TK	SW	RED/		TX	10000
((TOWED BY CROWN WRECKER/ JEEP CHEROKEE))								
VIN/SERIAL NUMBER : 1JCWB7812GT								
ARSON PROPERTY CLASS: N								

Synopsis of Offense:

INVESTIGATOR T. BYRD RESPONDED AND ARRIVED ON LOCATION AT 22:50 HOURS ON 7/12/93. INVESTIGATOR J. N. BYRD RESPONDED THEN PROCEEDED TO NORTHWEST MEDICAL CENTER. A 1986 JEEP, TEXAS LICENSE # WAS DESTROYED BY FIRE. THREE FATALITIES IN THE JEEP. FIRE CAUSED WHEN LEAKING FUEL IGNITED AFTER VEHICLE COLLISION. A 1982 MERCURY, TEXAS LICENSE # HAD STRUCK THE JEEP FROM THE REAR CAUSING DAMAGE THAT RESULTED IN A FUEL LEAK THAT IGNITED. TRAFFIC ACCIDENT INVESTIGATED BY DPS UNIT #2533. HARRIS COUNTY MEDICAL EXAMINER OFFICE CASE #93-4906, #93-4907, AND #93-4908.

Suspects Involved:

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 5

Narrative:

ENTERED BY: BYRD, TERRY

Date: 07/21/93 Time: 13:06

ASSIGNMENT: UPON A REQUEST BY THE NORTHWEST VFD FOR AN INVESTIGATION AT 22:15 HOURS, INVESTIGATOR T. BYRD RESPONDED TO STATE HIGHWAY 249 AT ELLA BLVD. AND ARRIVED AT THAT LOCATION AT 22:50 HOURS ON 7/12/93. INVESTIGATOR J.N. BYRD RESPONDED TO THE SCENE AND ARRIVED AT 22:55 HOURS THEN PROCEEDED TO NORTHWEST MEDICAL CENTER TO OBTAIN INFORMATION IN REFERENCE TO COMPLAINANT 01.

SCENE: INVESTIGATOR T. BYRD OBSERVED A RED IN COLOR 1986 JEEP CHEROKEE FOUR DOOR IN THE MIDDLE OF THE INTERSECTION OF STATE HIGHWAY 249 AT ELLA BLVD. THE JEEP WAS OBSERVED ON STATE HIGHWAY 249 FACING TO THE EAST. A 1982 MERCURY CAPRI TEXAS LICENSE # [REDACTED] WAS IN THE ROADWAY OF 249, EAST OF THE JEEP.

FIRE DAMAGE: THE 1986 JEEP WAS EXTENSIVELY BURNED. THE REAR END OF THE JEEP WAS OBSERVED TO BE HEAVILY DAMAGED AS THE RESULT OF AN AUTOMOBILE COLLISION. THE INTERIOR OF THE JEEP SUSTAINED A COMPLETE BURNOUT.

FATALITIES: THREE FATALITIES WERE FOUND WITHIN THE 1986 JEEP. COMPLAINANTS 02, 03 AND 04 WERE IDENTIFIED AS THE FATALITIES. HARRIS COUNTY MEDICAL EXAMINER INVESTIGATOR ELLIS MEANS WAS THE M.E. INVESTIGATOR WHO ASSIGNED M.E. CASE NUMBERS.

PHOTOGRAPHS: INVESTIGATOR T. BYRD TOOK A SERIES OF 35MM COLOR PHOTOGRAPHS OF THE SCENE.

CAUSE OF FIRE: THE FIRE ORIGINATED AFTER THE 1986 JEEP WAS STRUCK FROM BEHIND BY A 1982 MERCURY. THAT COLLISION CAUSED THE FUEL TANK TO BE PUNCTURED RESULTING IN A GASOLINE FUEL LEAK THAT WAS IGNITED BY THE HOT EXHAUST SYSTEM ON OR BY SPARKS RESULTING FROM THE COLLISION. THE FUEL TANK WAS HEAVILY DAMAGED AND OBSERVED TO BE "FOLDED UP" AS A RESULT OF THE COLLISION. A PUNCTURE OF THE FUEL TANK WAS OBSERVED IN THE FUEL TANK BY INVESTIGATOR T. BYRD. THAT PUNCTURE APPEARED TO HAVE BEEN CAUSED WHEN THE IMPACT FORCED THE TRAILER HITCH INTO THE FUEL TANK.

WITNESSES: COMPLAINANT 01 WAS TRANSPORTED TO NORTHWEST MEDICAL CENTER BY HARRIS COUNTY EMERGENCY CORP. COMPLAINANT 01 WAS DRIVER OF JEEP.
COMPLAINANT 02 FATALITY IN JEEP (HARRIS COUNTY MEDICAL EXAMINER CASE #93-4908)
COMPLAINANT 03 FATALITY IN JEEP (HARRIS COUNTY MEDICAL EXAMINER CASE #93-4907)
COMPLAINANT 04 FATALITY IN JEEP (HARRIS COUNTY MEDICAL EXAMINER CASE #93-4906)
COMPLAINANT 05 REGISTERED OWNER OF 1982 MERCURY.

REPORTER 01-DPS TROOPER UNIT #2533 DROVE INTO SCENE AND FOUND THE JEEP BURNING. REPORTER 01 REPORTED ASSISTING COMPLAINANT 01 FROM BURNING VEHICLE AND ATTEMPTED TO ASSIST OTHER OCCUPANTS WHO WERE ATTEMPTING TO ESCAPE THE

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 6

Narrative:

ENTERED BY: BYRD, TERRY

Date: 07/21/93 Time: 13:06

VEHICLE.

SUMMARY: VEHICLE FIRE OCCURRING AFTER TRAFFIC ACCIDENT. ONE VEHICLE DESTROYED BY FIRE WITH THREE FATALITIES FOUND WITHIN THAT VEHICLE. JEEP TOWED BY CROWN WRECKER TO 11837 W MONTGOMERY (447-2278) MERCURY TOWED BY ALLSTATE TO 12224 FM 249 (448-1122).

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 7

Supplement number: 1
ENTERED BY: S ANDERSON
Approved by:

Date: 07/21/93 Time: 15:38
Date: Time:

INVESTIGATOR J.N. BYRD

DATE OF SUPPLEMENT 7-14-93

ON 7-14-93 AT 14:50 HOURS, INVESTIGATOR J.N. BYRD CALLED THE HARRIS COUNTY
MEDICAL EXAMINER OFFICE AND INQUIRED ABOUT THE CAUSE OF DEATH ON M.E.

CASE # 93-49-06
93-49-07
93-49-08

ALL 3 DIED OF ASPHYXIA FROM CARBON MONOXIDE, SOOT INHALATION, AND CHARRING.

DETAIL REPORT FOR HARRIS COUNTY
LAW ENFORCEMENT

CASE NO: 9307130353
Date: 05/18/94 Time: 10:37
Page: 8

Supplement number: 2

ENTERED BY: S ANDERSON

Date: 07/21/93

Time: 15:44

Approved by: BYRD, JERRY

Date: 07/22/93

Time: 14:43

INVESTIGATOR J.N. BYRD

DATE OF SUPPLEMENT 7-14-93

ON 7-12-93 AT 23:50 HOURS, INVESTIGATOR J.N. BYRD ARRIVED AT NORTHWEST MEDICAL CENTER HOSPITAL AND SPOKE WITH [REDACTED], WHO WAS THE DRIVER OF THE VEHICLE THAT BURNED AT STATE HW 249 AND ELLA BLVD.

[REDACTED] SAID HIS PHONE NUMBER IS [REDACTED] AND HIS S.S.N. IS [REDACTED], T.D.L. [REDACTED].

INVESTIGATOR J.N. BYRD SPOKE WITH D.P.S. TROOPER PULLEN, UNIT #2538 WHO WAS AT THE HOSPITAL AND OBTAINED THE NAMES OF THE FATALITIES AND THEIR SEATING LOCATIONS IN THE VEHICLE PRIOR TO THE ACCIDENT/FIRE:

RT. FRONT- [REDACTED] FEMALE, [REDACTED] HOUSTON, TX.
LT. REAR- [REDACTED] (DAUGHTER) [REDACTED] D O B [REDACTED]
RT. REAR- [REDACTED] (WIFE) [REDACTED]

93-07-13-0353
(78)

HARRIS COUNTY INC NO. 506749
ALARM AND FIRE RECORD

Dept. NORTHWEST VOLUNTEER FIRE DEPT State. TX Zone.
Recorded By: G. THOMAS Date 07/12/1993

Signature: _____
=====

TIME/FIRE 21:48:00 TIME/NON-FIRE _____ NO FIRE EXPLAIN _____

DATE OF ALARM 07/12/1993 DAY OF WEEK Monday Arrival Time: 22:00:00

How Received- TELEPHONE TIE-LINE TO FIRE DEPARTMENT

Calling Party 911

Tap Out 22:07:00 Return to Qtrs: 00:41:00

Address: S.H. 249 @ ELLA Key Map 412K

Type of Vehicle 4 DOOR Make JEEP Model PIONEER Year 89

License Number: [REDACTED] VIN Number: UNKNOWN

Name of Owner: UNKNOWN Phone No.: _____

Address of Owner: SAME AS ABOVE

Vehicle Stored At: CROWN

=====

Fire Out on Arrival NO Action Taken EXTINGUISHMENT

Fire Origin FUEL TANK, FUEL LINE AREA OF TRANSP Confined to Vehicle YES

Fire Cause COLLISION, OVERTURN, KNOCKDOWN

Material First Ignited: MANUFACTURED GAS

Cause of Spread: _____

Estimated Value of Vehicle 5,000 Contents 0

Estimated Loss of Vehicle 5,000 Contents 0

Injuries: Firemen 000 Civilian 001 Persons Killed: Firemen 000 Civilian 003
=====

Harris County Investigator RONNIE LEE Case No. UNREPORTED

Response: Number of Men 24 Apparatus E41 B41

Mutual Aid NONE In Charge CHUCK THOMAS

RESPONDED TO MVA WITH VEHICLE FIRE. FOUND VEHICLE FULLY INVOLVED WITH
THREE FATALITIES AND ONE INJURED VICTIM.

THIS IS TO CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE ORIGINAL DOCUMENT
HELD IN OUR FILES.

HARRIS COUNTY FIRE MARSHAL'S OFFICE
BY D Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

Mailed to: State Fire Marshal
Date 7/29 P.O. Box 149104 205-1B
Austin, TX 78714-9104

Case Number: 93-07-13-0353-H

Alarm Time: 21:48 Date: 07/12/ 1993 City or County Harris County, Texas

Location: State Hw 249 & Ella Blvd.

Occupancy: Vehicle _____ Construction: _____

Occupant: _____ No. of Persons Killed: -3- Injured: -1-

Where did the fire originate? (Bedroom, Garage, Yard, etc.) Vehicle

What started this fire? (Cigarette, Appliance, Match, etc.)

What type of material ignited? (Paper, Gasoline, Fabric, etc.) Gasoline

What aided in the fire spread? (Curtain, Mattress, etc.)

VICTIM

A. Name: _____ Sex: M Age: _____ Race: W Handicaps? No

Address: _____, Texas _____

Drinking? No ___ Yes ___ Drugs? No X Yes ___ Type: _____

Occupation: _____

Percent of body burned: 10% Burn Degree: 2nd

Smoke inhalation? No X Yes ___

Describe injuries: Blistering to fingers on both hands, inside left arm, both ears and scalp. _____

How were injuries received? Vehicle fire-traffic accident related. _____

B. Was victim aware what he was doing might result in an injury? No ___ Yes ___

Was victim following proper pre-cautions for this product? No ___ Yes ___

Were pre-cautions included with this product? No ___ Yes ___

Description of product: _____

C. Comments: ___ Copy of public record attached. Victim sitting in vehicle at the time of the fire. Fire resulted after that vehicle was struck in rear by second vehicle.

D. Where was this victim located in the building when discovered?
Drivers Seat.

E. Shade injured areas: (See Reverse Side)

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HARRIS COUNTY FIRE MARSHAL'S OFFICE

BY _____

D. Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

E. (Continued)



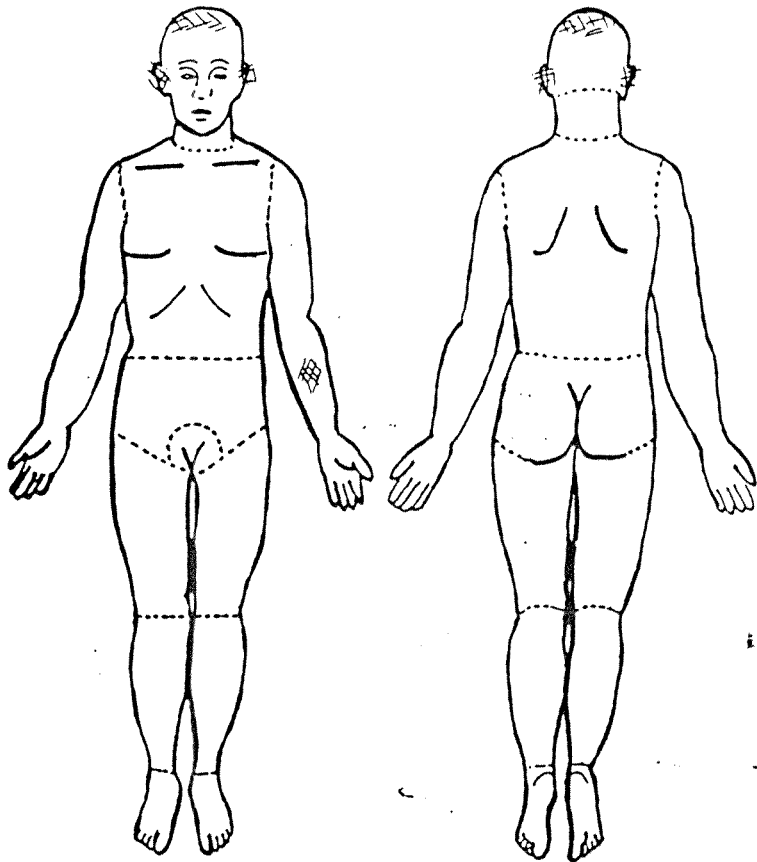
3rd DEGREE

2nd DEGREE

1st DEGREE

Use to
Approximate
Area Burned

Head	7 %
Neck	2 %
Arm	10 %
Back	10 %
Thigh	9 1/2 %
Lower Leg	7 %
Foot	3 1/2 %
Buttocks	5 %
Chest	10 %
Pelvis	5 %
Groin	1 %



F. If an autopsy was performed, what were the results?

N/A

NOTE: In case of multiple injuries, or deaths, it is only necessary to fill out sections A, D and E for the second and subsequent victims' reports.

Signature of Person Completing Report

Investigator
Title

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HARRIS COUNTY FIRE MARSHAL'S OFFICE

BY

J. Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

Mailed to: State Fire Marshal
Date 7/89 P.O. Box 149104 205-1B
Austin, TX 78714-9104

Case Number: 93-07-13-0353-H

Alarm Time: 21:48 Date: 07/12/ 1993 City or County Harris County, Texas

Location: State Hw 249 & Ella Blvd.

Occupancy: Vehicle _____ Construction: _____

Occupant: _____ No. of Persons Killed: -3- Injured: -1-

Where did the fire originate? (Bedroom, Garage, Yard, etc.) Vehicle

What started this fire? (Cigarette, Appliance, Match, etc.)

What type of material ignited? (Paper, Gasoline, Fabric, etc.) Gasoline

What aided in the fire spread? (Curtain, Mattress, etc.)

VICTIM

A. Name: _____ Sex: F Age: _____ Race: _____ Handicaps? No

Address: _____ Houston, Texas _____

Drinking? No ☒ Yes _____ Drugs? No ☒ Yes _____ Type: _____

Occupation: _____

Percent of body burned: 100% Burn Degree: 3rd

Smoke inhalation? No ☒ Yes _____

Describe injuries: 100 % Thermal burns, Burned Beyond Recognition

How were injuries received? Vehicle fire-traffic accident related. _____

B. Was victim aware what he was doing might result in an injury? No _____ Yes _____

Was victim following proper pre-cautions for this product? No _____ Yes _____

Were pre-cautions included with this product? No _____ Yes _____

Description of product: _____

C. Comments: Copy of public record attached. Victim sitting in vehicle at the time of the fire. Fire resulted after that vehicle was struck in rear by second vehicle.

D. Where was this victim located in the building when discovered? Right Front Seat.

E. Shade injured areas: (See Reverse Side)

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HARRIS COUNTY FIRE MARSHAL'S OFFICE

BY _____

Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

E. (Continued)



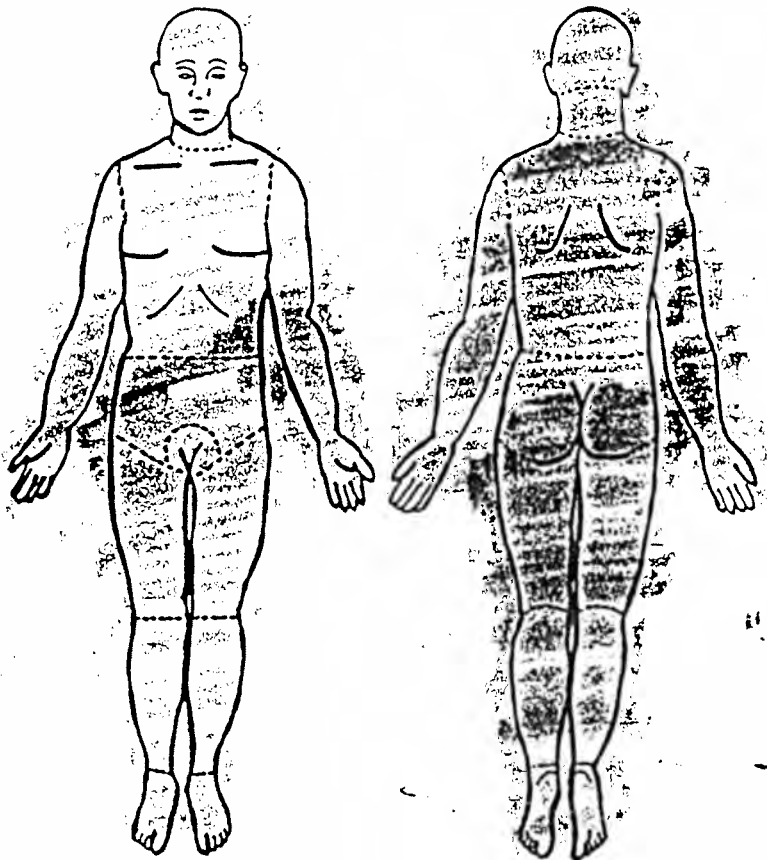
3rd DEGREE

2nd DEGREE

1st DEGREE

Use to
Approximate
Area Burned

Head	7 %
Neck	2 %
Arm	10 %
Back	10 %
Thigh	9 1/2 %
Lower Leg	7 %
Foot	3 1/2 %
Buttocks	5 %
Chest	10 %
Pelvis	5 %
Groin	1 %



F. If an autopsy was performed, what were the results?

Death result
of charring Co + Soot Inhalation
NCEM Case # 93-496

NOTE: In case of multiple injuries, or deaths, it is only necessary to fill out sections A, D and E for the second and subsequent victims' reports.

J. B. L.
Signature of Person Completing Report

Investigator
Title

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HARRIS COUNTY FIRE MARSHAL'S OFFICE

BY

A. Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

Mailed to:
Date 7/29

State Fire Marshal
P.O. Box 149104 205-1B
Austin, TX 78714-9104

Case Number: 93-07-13-0353-H

Alarm Time: 21:48 Date: 07/12/ 1993 City or County Harris County, Texas

Location: State Hw 249 & Ella Blvd.

Occupancy: Vehicle _____ Construction: _____

Occupant: _____ No. of Persons Killed: -3- Injured: -1-

Where did the fire originate? (Bedroom, Garage, Yard, etc.) Vehicle

What started this fire? (Cigarette, Appliance, Match, etc.)

What type of material ignited? (Paper, Gasoline, Fabric, etc.) Gasoline

What aided in the fire spread? (Curtain, Mattress, etc.)

VICTIM

A. Name: _____ Sex: F Age: _____ Race: W Handicaps? No

Address: _____ Amarillo, Texas _____

Drinking? No X Yes _____ Drugs? No X Yes _____ Type: _____

Occupation: _____

Percent of body burned: 100% Burn Degree: 3rd

Smoke inhalation? No X Yes _____

Describe injuries: 100 % Thermal Burns Burned Beyond Recognition

How were injuries received? Vehicle fire-traffic accident related. _____

B. Was victim aware what he was doing might result in an injury? No _____ Yes _____

Was victim following proper pre-cautions for this product? No _____ Yes _____

Were pre-cautions included with this product? No _____ Yes _____

Description of product: _____

C. Comments: Copy of public record attached. Victim sitting in vehicle at the time of the fire. Fire resulted after that vehicle was struck in rear by second vehicle.

D. Where was this victim located in the building when discovered? Right Rear Seat.

E. Shade injured areas: (See Reverse Side)

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HARRIS COUNTY FIRE MARSHAL'S OFFICE

BY Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

E. (Continued)



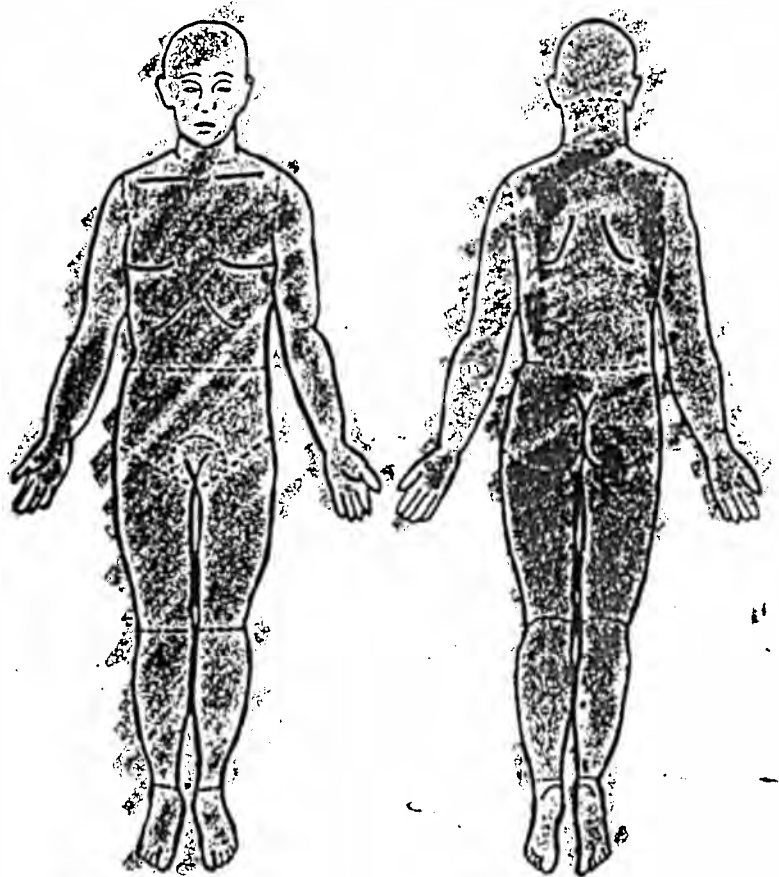
3rd DEGREE

2nd DEGREE

1st DEGREE

Use to
Approximate
Area Burned

Head	7 %
Neck	2 %
Arm	10 %
Back	10 %
Thigh	9 1/2 %
Lower Leg	7 %
Foot	3 1/2 %
Buttocks	5 %
Chest	10 %
Pelvis	5 %
Groin	1 %



F. If an autopsy was performed, what were the results? _____

Death from charring, CO + Soot Inhalation
Hemo Case # 93-484907

NOTE: In case of multiple injuries, or deaths, it is only necessary to fill out sections A, D and E for the second and subsequent victims' reports.

[Signature]
Signature of Person Completing Report

Investigator
Title

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HARRIS COUNTY FIRE MARSHAL'S OFFICE

BY [Signature]

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

Mailed to: State Fire Marshal
Date 7/29 P.O. Box 149104 205-1B
Austin, TX 78714-9104

Case Number: 93-07-13-0353-H

Alarm Time: 21:48 Date: 07/12/ 1993 City or County Harris County, Texas

Location: State Hw 249 & Ella Blvd.

Occupancy: Vehicle _____ Construction: _____

Occupant: _____ No. of Persons Killed: -3- Injured: -1-

Where did the fire originate? (Bedroom, Garage, Yard, etc.) Vehicle

What started this fire? (Cigarette, Appliance, Match, etc.)

What type of material ignited? (Paper, Gasoline, Fabric, etc.) Gasoline

What aided in the fire spread? (Curtain, Mattress, etc.)

VICTIM

A. Name: _____ Sex: F Age: _____ Race: W Handicaps? No

Address: _____ Amarillo, Texas _____

Drinking? No ___ Yes ___ Drugs? No X Yes ___ Type: _____

Occupation: _____

Percent of body burned: 100% Burn Degree: 3rd

Smoke inhalation? No X Yes ___

Describe injuries: 100 % Thermal burns, Burned Beyond Recognition

How were injuries received? Vehicle fire-traffic accident related. _____

B. Was victim aware what he was doing might result in an injury? No ___ Yes ___

Was victim following proper pre-cautions for this product? No ___ Yes ___

Were pre-cautions included with this product? No ___ Yes ___

Description of product: _____

C. Comments: ___ Copy of public record attached. Victim sitting in vehicle at the time of the fire. Fire resulted after that vehicle was struck in rear by second vehicle.

D. Where was this victim located in the building when discovered? Left Rear Seat.

E. Shade injured areas: (See Reverse Side)

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HELD IN OUR FILES.

HARRIS COUNTY FIRE MARSHAL

BY L. Anderson

FM Form 6 (4/91) - FIRE DEATH OR INJURY REPORT

E. (Continued)



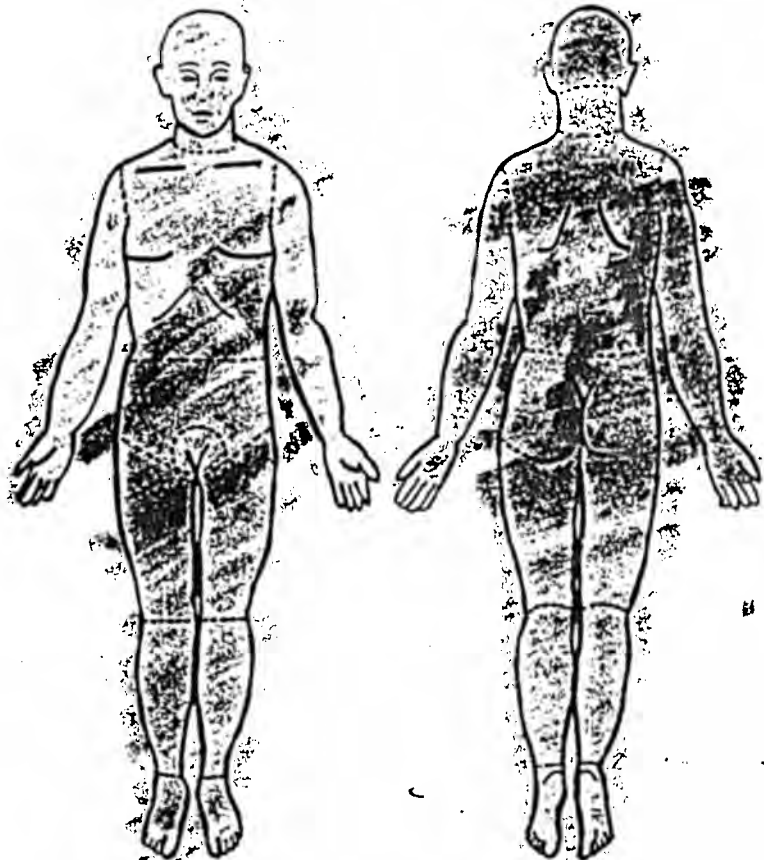
3rd DEGREE

2nd DEGREE

1st DEGREE

Use to
Approximate
Area Burned

Head	7 %
Neck	2 %
Arm	10 %
Back	10 %
Thigh	9 1/2 %
Lower Leg	7 %
Foot	3 1/2 %
Buttocks	5 %
Chest	10 %
Pelvis	5 %
Groin	1 %



F. If an autopsy was performed, what were the results?

Death due to Choking, Co and Soet Inhalation
Hcr 20 case # 93-4908

NOTE: In case of multiple injuries, or deaths, it is only necessary to fill out sections A, D and E for the second and subsequent victims' reports.

J. B. L.

Signature of Person Completing Report

Investigator

Title

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AND EXACT COPY OF THE ORIGINAL DOCUMENT
HELD IN OUR FILES.

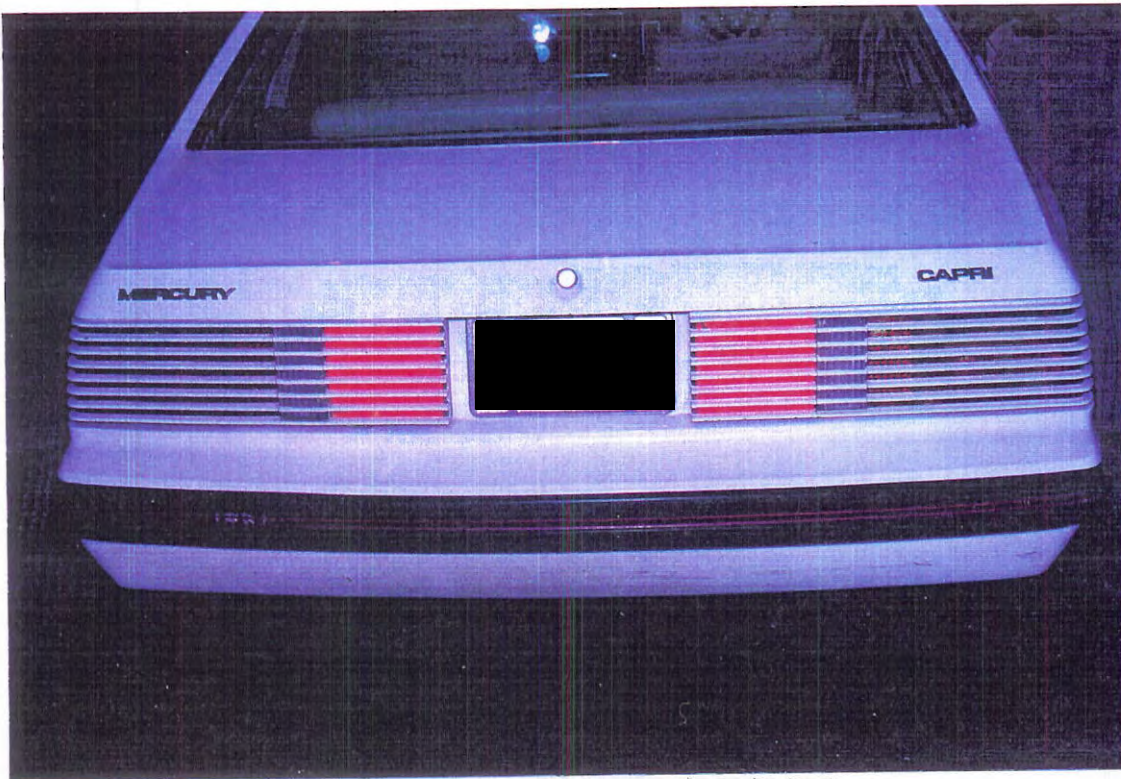
HARRIS COUNTY SHERIFF'S OFFICE

Danderson



EA12-005- Chrysler -034551



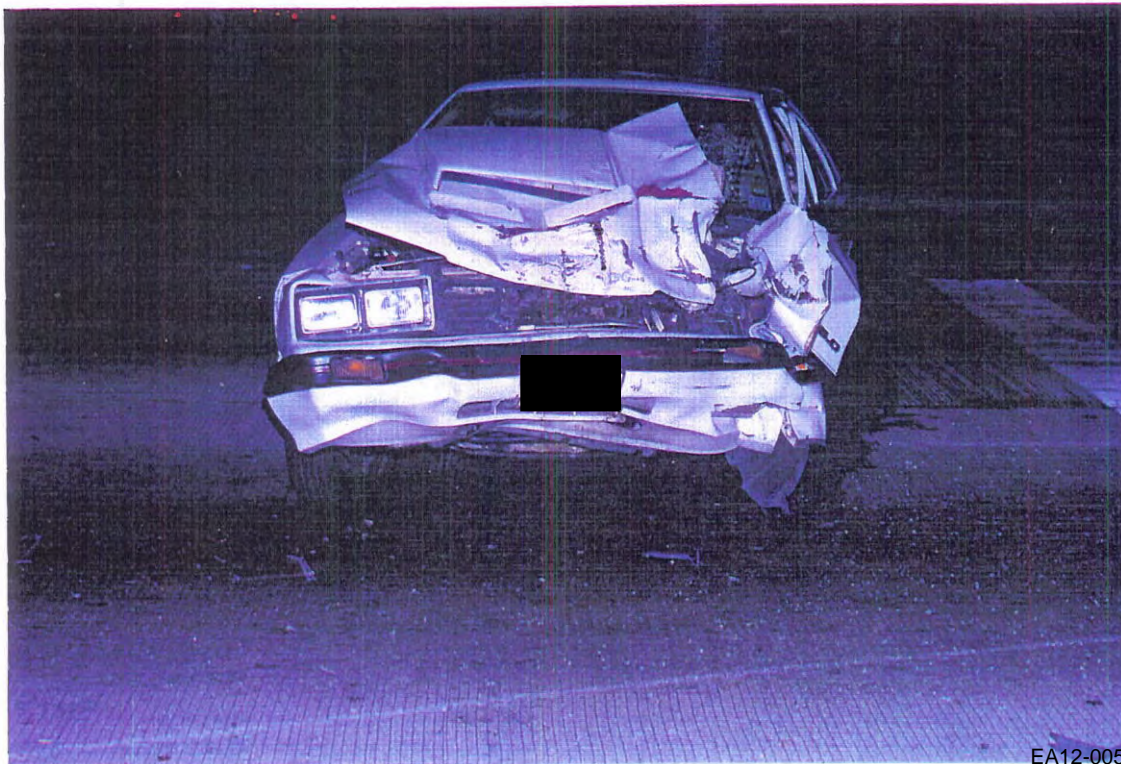


EA12-005- Chrysler -034552



EA12-005- Chrysler -034553





EA12-005- Chrysler -034554



9



EA12-005- Chrysler -034555

10

PLACE WHERE ACCIDENT OCCURRED COUNTY <u>Harris</u> CITY OR TOWN _____			LOC. NO. _____
IF ACCIDENT WAS OUTSIDE CITY LIMITS, INDICATE DISTANCE FROM NEAREST TOWN <u>.2</u> MILES <input type="checkbox"/> NORTH <input type="checkbox"/> SOUTH <input type="checkbox"/> EAST <input checked="" type="checkbox"/> WEST OF <u>Houston</u> CITY OR TOWN _____			DO NOT WRITE IN THIS SPACE
ROAD ON WHICH ACCIDENT OCCURRED <u>1900 SH 249</u> BLOCK NUMBER _____ STREET OR ROAD NAME _____ ROUTE NUMBER OR STREET CODE _____			CONSTR. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO SPEED LIMIT <u>50</u>
INTERSECTING STREET OR RR X'ING NUMBER <u>40</u> BLOCK NUMBER _____ STREET OR ROAD NAME _____ ROUTE NUMBER OR STREET CODE _____			CONSTR. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO SPEED LIMIT _____
NOT AT INTERSECTION <input checked="" type="checkbox"/> FT. <input type="checkbox"/> MI. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W OF <u>Ella</u> SHOW MILEPOST OR NEAREST INTERSECTING NUMBERED HIGHWAY. IF NONE, SHOW NEAREST INTERSECTING STREET OR REFERENCE POINT. <u>471</u>			DPS NO. _____
DATE OF ACCIDENT <u>07-12-</u> 19 <u>93</u> DAY OF WEEK <u>Monday</u> HOUR <u>9:45</u> <input checked="" type="checkbox"/> A.M. IF EXACTLY NOON <input type="checkbox"/> P.M. OR MIDNIGHT, SO STATE			LOC. _____
			CODE _____ SEVERITY _____
			TYPE _____
			FAT. REC. _____ DR. REC. _____

UNIT NO. 1 - MOTOR VEHICLE		VEH. IDENT. NUMBER <u>1MEBP67FXCF</u>
YEAR MODEL <u>1982</u> COLOR <u>White</u> MAKE <u>Mercury</u> MODEL NAME <u>Capri</u> BODY STYLE <u>2-Dr</u> LICENSE PLATE <u>93</u> TX <u>TX</u>		
DRIVER'S NAME <u>[REDACTED]</u> CITY <u>Conroe, Tx</u> STATE <u>TX</u> PHONE NUMBER <u>[REDACTED]</u>		
DRIVER'S LICENSE <u>TX</u> CLASS/TYPE <u>C</u> D.O.B. <u>[REDACTED]</u> PLACE <u>H</u> SEX <u>M</u> OCCUPATION <u>Oil Machinery control Specialist</u>		
LESSEE <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> NAME (ALWAYS SHOW LESSEE IF LEASED, OTHERWISE SHOW OWNER) <u>San Antonio, Tx</u> ADDRESS <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>[REDACTED]</u>	PEACE OFFICER OR FIRE FIGHTER ON EMERGENCY? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, DESCRIBE IN NARRATIVE	
LIABILITY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO INSURANCE COMPANY NAME _____ POLICY NUMBER _____	VEHICLE DAMAGE RATING <u>12FL5</u>	

UNIT NO. 2 - MOTOR VEHICLE <input checked="" type="checkbox"/> TRAIN <input type="checkbox"/> PEDALCYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/>		VEH. IDENT. NUMBER <u>1JCWB7812GT</u>
TOWED <input type="checkbox"/> OTHER <input type="checkbox"/>		
YEAR MODEL <u>1986</u> COLOR <u>Black/Red</u> MAKE <u>Jeep</u> MODEL NAME <u>Cherokee</u> BODY STYLE <u>Wagon</u> LICENSE PLATE <u>93</u> TX <u>TX</u>		
DRIVER'S NAME <u>[REDACTED]</u> CITY <u>Amarillo, Tx</u> STATE <u>TX</u> PHONE NUMBER <u>[REDACTED]</u>		
DRIVER'S LICENSE <u>TX</u> CLASS/TYPE <u>C</u> D.O.B. <u>[REDACTED]</u> PLACE <u>O</u> SEX <u>M</u> OCCUPATION <u>Meat Cutter</u>		
LESSEE <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> NAME (ALWAYS SHOW LESSEE IF LEASED, OTHERWISE SHOW OWNER) <u>Same</u> ADDRESS <u>N/A</u> CITY <u>[REDACTED]</u> STATE <u>[REDACTED]</u>	PEACE OFFICER OR FIRE FIGHTER ON EMERGENCY? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, DESCRIBE IN NARRATIVE	
LIABILITY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO INSURANCE COMPANY NAME _____ POLICY NUMBER _____	VEHICLE DAMAGE RATING <u>6BR6</u>	

DAMAGE TO PROPERTY OTHER THAN VEHICLE	
OBJECT <u>[REDACTED]</u>	FEET FROM CURB <u>5</u> DAMAGE ESTIMATE _____
OBJECT _____	FEET FROM CURB <u>5</u> DAMAGE ESTIMATE _____

LIGHT CONDITION <u>4</u>	WEATHER <u>1</u> -	SURFACE CONDITION <u>1</u>	TYPE ROAD SURFACE <u>2</u>	DESCRIBE ROAD CONDITIONS (INVESTIGATOR'S OPINION)
1-DAYLIGHT 2-DAWN 3-DARK-NOT LIGHTED 4-DARK-LIGHTED 5-DUSK	1-CLEAR/CLOUDY 2-RAINING 3-SHOWING 4-FOG 5-BLOWING DUST	6-SMOKE 7-SLEETING 8-HIGH WINDS 9-OTHER	1-DRY 2-WET 3-MUDDY 4-SNOWY/ICY 5-OTHER	1-BLACKTOP 2-CONCRETE 3-GRAVEL 4-SHELL 5-DIRT 6-OTHER

IN YOUR OPINION, DID THIS ACCIDENT RESULT IN AT LEAST \$500.00 DAMAGE TO ANY ONE PERSON'S PROPERTY? ☒ YES ☐ NO

CHARGES FILED	NAME <u>[REDACTED]</u>	CHARGE <u>Involuntary Manslaughter</u>	CITATION NUMBER <u>R158514</u>
	NAME <u>[REDACTED]</u>	CHARGE <u>Fail to maintain financial resp</u>	CITATION NUMBER <u>R158515</u>

TIME NOTIFIED OF ACCIDENT <u>07-12-93</u> <u>9:46P</u> M HOW <u>Drove Upon</u>	TIME ARRIVED AT SCENE OF ACCIDENT <u>07-12-93</u> <u>9:46P</u> DATE _____ HOUR _____
TYPED OR PRINTED NAME OF INVESTIGATOR <u>Quincy Campbell</u>	DATE REPORT MADE <u>07-13-93</u> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE OF INVESTIGATOR <u>[Signature]</u> ID NO. <u>5853</u> DEPARTMENT <u>DPS-THP</u> DIST./AREA <u>2A13</u>	

BUTLER VS DCC 4160033

CODE FOR TYPE SPECIMEN TAKEN FOR ALC./DRUG ANALYSIS		CODE FOR TYPE RESTRAINT USED		CODE FOR INJURY SEVERITY (Use only the most serious one in each space for injury.)					
A-Breath B-Blood C-Other H-None N-Released		A-Seat Belt & Shoulder Strap B-Seat Belt & No Shoulder Strap C-Child Restraint D-Air Bag Deployed E-Shoulder Strap Only H-None		1-Killed A-Incapacitating Injury - Serious injury which prevents continuation of normal activities. Includes broken or dislocated limbs, internal injuries, crushed chest, etc. B-Moderately Injuring Injury - Evident injury such as bruises, abrasions, minor lacerations which do not incapacitate. C-Possible Injury - Injury which is claimed, reported or indicated by behavior, but without visible wounds. Includes limping, momentary disorientation or complaint of pain. H-Not Injured					
UNIT NO. 1 DAMAGE RATING 12FL5		VEHICLE REMOVED TO 12224 SH 249 BY Allstate Wrecker							
OCCUPANT'S POSITION		COMPLETE ALL DATA ON ALL OCCUPANTS' NAMES, POSITIONS, RESTRAINTS USED, ETC.; HOWEVER, IT IS NOT NECESSARY TO SHOW ADDRESSES UNLESS KILLED OR INJURED.		TYPE SPECIMEN TAKEN	RESULT	TYPE RESTRAINT USED	AGE	SEX	INJURY CODE
1	DRIVER	See Front	Driver See Front	A	0.105	A		M	A
2	FR		Conroe, Tx	-	-	A		F	B
3	BC		Conroe, Tx	-	-	B		M	A
UNIT NO. 2 (Complete only if Unit No. 2 was a motor vehicle.)		VEHICLE REMOVED TO 11837 W. Montgomery							
DAMAGE RATING 6BR6		BY Crown Wrecker							
OCCUPANT'S POSITION		COMPLETE ALL DATA ON ALL OCCUPANTS' NAMES, POSITIONS, RESTRAINTS USED, ETC.; HOWEVER, IT IS NOT NECESSARY TO SHOW ADDRESSES UNLESS KILLED OR INJURED.		TYPE SPECIMEN TAKEN	RESULT	TYPE RESTRAINT USED	AGE	SEX	INJURY CODE
7	DRIVER	See Front	Driver See Front	-	-	A		M	B
8	FR		Houston, Tx	-	-	A		F	K
9	RR		Amarillo, Tx	-	-	B		F	K
10	LR		Amarillo, Tx	-	-	B		F	K
COMPLETE IF CASUALTIES NOT IN MOTOR VEHICLE									
PEDESTRIAN, BICYCLIST ETC.	CASUALTY NAME (LAST NAME FIRST)	CASUALTY ADDRESS		TYPE SPECIMEN TAKEN	RESULT	AGE	SEX	INJURY CODE	
DISPOSITION OF KILLED AND INJURED									
ITEM NUMBER	TAKEN TO	BY		TIME NOTIFIED	TIME ARRIVED AT SCENE	NO. ATTENDANT INC. DRIVER			
1,2,3,7	Houston NW med. Center	Harris co. emergency corp.		952p	955p	3			
8,9	Harris co. morgue	Cristorey Funeral Home		1015p	1035p	2			
10	Harris co. morgue	Griffin Funeral Home		1015p	1115p	2			
INVESTIGATOR'S NARRATIVE OPINION OF WHAT HAPPENED (ATTACH ADDITIONAL SHEETS IF NECESSARY)				DIAGRAM <input type="checkbox"/> ONE WAY <input type="checkbox"/> TWO WAY <input checked="" type="checkbox"/> DIVIDED					
Veh. #1,2 were e.b. on Sh 249 at Ella. Veh. #2 was stopped at the intersection of Ella at a red light. Veh. #1 struck the rear of #2 causing #2 to erupt in flames. There were no skid marks or any indication that #1 applied brakes before striking #2. Veh. #2 travelled apx. 90 Feet after impact. #1 travelled apx. 24 ft. after impact. The driver of #1 was under the influence of alcohol. The front seat passenger of #1 stated that the driver of #1 was eating a hamburger at the time of crash.									
FACTORS AND CONDITIONS LISTED ARE THE INVESTIGATOR'S OPINION				TRAFFIC CONTROL					
FACTORS/CONDITIONS CONTRIBUTING				6-NO CONTROL OR SUPERATIVE 1-OFFICER OR FLAMMABLE 2-STOP AND GO SIGNAL 3-STOP SIGN 4-FLASHING RED LIGHT					
OTHER FACTORS/CONDITIONS MAY OR MAY NOT HAVE CONTRIBUTED				5-TURN BARRIERS 6-WARNING SIGN 7-OR BATES ON SIGNALS 8-YIELD SIGN 9-CENTER STRIPE ON DIVIDER					
UNIT 1 1 67 2 20 3 22 UNIT 2 1 - 2 - 3 -				UNIT 1 1 40 2 - UNIT 2 1 - 2 -					
1. Animal on Road - Domestic 2. Animal on Road - Wild 3. Battered Without Safety 4. Changed Lane When Unsafe 5. Defective or No Headlamps 6. Defective or No Stop Lamps 7. Defective or No Tail Lamps 8. Defective or No Turn Signal Lamps 9. Defective or No Trailer Broken 10. Defective or No Vehicle Broken 11. Defective Steering Mechanism 12. Defective or Slack Tires 13. Defective Trailer Hitch 14. Disabled in Traffic Lane 15. Disregarded Stop and Go Signal 16. Disregarded Stop Sign or Light 17. Disregarded Turn Marks at Intersection 18. Disregarded Warning Sign at Construction				19. Distraction in Vehicle 20. Driver Inattention 21. Drove Without Headlights 22. Failed to Control Speed 23. Failed to Drive in Single Lane 24. Failed to Give Half of Roadway 25. Failed to Head Warning Sign 26. Failed to Pass to Left Safely 27. Failed to Pass to Right Safely 28. Failed to Signal or Gave Wrong Signal 29. Failed to Stop at Proper Place 30. Failed to Stop at School Bus 31. Failed to Stop for Train 32. Failed to Yield ROW - Emergency Vehicle 33. Failed to Yield ROW - Open Intersection 34. Failed to Yield ROW - Private Drive 35. Failed to Yield ROW - Stop Sign 36. Failed to Yield ROW - To Pedestrian 37. Failed to Yield ROW - Turning Left 38. Failed to Yield ROW - Turn on Red 39. Failed to Yield ROW - Yield Sign 40. Followed or Aided 41. Faulty Evacuation Action 42. Fire to Vehicle 43. Flaming or Evading Police 44. Followed Too Closely 45. Hot Seat Seizing 46. Homeless Driver (Explain in Narrative) 47. ILL (Explain in Narrative) 48. Impaired Visibility (Explain in Narrative) 49. Improper Start From Parked Position 50. Load Not Secured 51. Opened Door into Traffic Lane 52. Overtook Vehicle or Load 53. Overtook and Pass Insufficient Clearance 54. Parked and Failed to Set Brakes 55. Parked in Traffic Lane 56. Parked Without Lights 57. Parked in No Parking Zone 58. Passed on Right Shoulder 59. Pedestrian Failed to Yield ROW to Vehicle 60. Speeding - Unusual (Under Limit) 61. Speeding - Over Limit 62. Taking Medication (Explain in Narrative) 63. Turned Improperly - Cut Corner on Left 64. Turned Improperly - Wide Right 65. Turned Improperly - Wrong Lane 66. Turned When Unsafe 67. Under Influence - Alcohol 68. Under Influence - Drug 69. Wrong Side - Approach or in Intersection 70. Wrong Side - On Road 71. Wrong Way - One Way Road 72. Other Factor (Write in on Line Below)					

OBSERVERS STATEMENT REGARDING TRAFFIC ACCIDENT

NAME

ADDRESS

Last Name

Street Address

City

State

My location when accident happened was

066 10388

(Please tell in your own words just what you saw)

driving up to light saw car spin
and start on fire. Jumped out and
help try to get people out of car.
Lady + man ^{man} ~~was~~ driving ~~out~~ got
~~woman~~ out first then child then
a man tried to help me get man
out see put them on curve.

Signature

FOR OFFICE USE ONLY

EA12-005- Chrysler -034522

BUTLER VS DCC 4180035

County

Highway & Location

Date of Accident

19

Day of Week

Hour

AM
PM

TD 09545A3

[REDACTED]

cannot ID driver

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

w

Page

713

[REDACTED]

PATIENT NO. 418058-4		ADMIT DATE 7/12/95	REQUEST: FAMILY PHYSICIAN NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO	TIME CALLED	TIME RESPONDED 0243	TIME IN	FAMILY PHYSICIAN
PATIENT NAME [REDACTED]		REQUEST PHYSICIAN TO TREAT <input type="checkbox"/> YES <input type="checkbox"/> NO		ER			
REASON FOR VISIT MVA - trauma to head, chest, abd.		ARRIVAL MODE LMP		AMBULANCE COMPANY Harris Co		VISUAL ACUITY OS OO OU	
RESPIRATIONS: 1 - Normal 2 - Abnormal 3 - Rapid/Shallow 4 - Labored		Gastrointestinal: Abd. Pain 0		TIME 2245		TEMP 98.9	
Cough: <input type="checkbox"/> Clear <input type="checkbox"/> Rales <input type="checkbox"/> Wheezes <input type="checkbox"/> Decreased		N. or V. Duration Consistency Bowel Sounds Abdomen Stool		PULSE 101		B/P 123/81	
Cardiovascular: Pulse		Genitourinary: Urine Color Freq Burning Discharge		PRESENT MEDICATION none		RESP. 16	
Skin: Color 1 - Normal 2 - Cyanotic 3 - Pale 4 - Ashen 5 - Flushed		Extremities: Pain Pulse Parathesis Extrem/Flexion Edema Limb Movement		ASSESSMENT: 10 Tr. II to MVA & trauma to head, chest, abd. 90% abd and chest pain. ? LOC. Pt. incoherent @ times. 90% pain @ elbow. IV 1000 cc RL infusion per (Dantecubital) by ambulance. Non rebreather mask in place @ 15 L. on back board - Collar in.		TRAUMA R X Ray RA	
PUPILS: <input type="checkbox"/> Equal <input type="checkbox"/> Reactive <input type="checkbox"/> Nonreactive <input type="checkbox"/> Fixed <input type="checkbox"/> Dilated <input type="checkbox"/> Constricted		MENTAL STATE: <input type="checkbox"/> Alert <input type="checkbox"/> Oriented <input type="checkbox"/> Disoriented <input type="checkbox"/> Confused <input type="checkbox"/> Vocal Stim. <input type="checkbox"/> Painful Stim. <input type="checkbox"/> Unresponsive		ALLERGIES NKA		NURSE SIGNATURE R. Hay RA	
PHYSICIAN'S HISTORY AND PHY. EXAM. MVA, driver.				ALLERGIC 12.50		CONDITION	
				Pulse ox RA - 98%		RT table C spine	
				port CKR		CBC	
				SMA 6		PT/PTT	
				chem 12		TYP & C	
				AT the 90% and abd		2 unit	
				RT 6		(see order sta)	
				NIGHT chet - port fx M (at rib -		Dr. McConder	
				No pneumo/hemo - no line stn ok.		SIC	
DIAGNOSIS: Multiple trauma. Blunt trauma chest - possible rib fracture. Closed head trauma. Rthk physician.		DISPOSITION OF PATIENT: <input type="checkbox"/> ADMITTED <input type="checkbox"/> RELEASED <input type="checkbox"/> TRANSFERRED <input type="checkbox"/> EXPIRED		ROOM NO. 51C		WHEELCHAIR <input type="checkbox"/> AM	
DISPOSITION OF VALUABLES		ATTENDING PHYSICIAN SIGNATURE		TRANSFER TO 12005 - Chrysler - 034524		EXPIRED TIME 0140	
		ER PHYSICIAN SIGNATURE					

Lori Martin Galmon - Med Tech.

ER- CURRENT STATUS REPORT 23:56 12 JUL 1993

ARQCHA, AUGIE

4180584 M 32

TEST

NORMALS UNITS

ALCOHOL (7/12)
ALCOHOL (23:20)
SERUM 105.

MG/DL

message delivered 126A

BLOOD SPECIMEN TAKEN AT 11:10 PM ON 07-12-93
BY YALANDA THOMPSON @ H.N.W.M.C. TRAUMA
ROOM TWO. SPECIMEN TAKEN FROM LEFT INSIDE
FOREARM.
806 359-4751
841-6000

DRNER

[REDACTED]
Amarillo, TX 79107
[REDACTED]

meat cutter
474

RIGHT REAR (WIFE)

[REDACTED]
[REDACTED]

RT FRONT (FRIENDS ^{WIFE} ~~WIFE~~)

[REDACTED]
Houston, TX

Asphyx
Due to CO + Suit and H₂O
CHARGED BODY

LEFT REAR (DAUGHTER)

[REDACTED]

[REDACTED]

Asphyx
CO Suit
CHARGED BODY

M.E. OFFICE

796-9292
~~796-62~~

440-2205
DR CORDOBA
ADMITTING PHYSICIAN

EA12-005- Chrysler 034527

BUTLER VS DCC 4180040

TX 02157226
FBT 182321W2

466-4170

Hm #

USAA INSURANCE

RIGHT FRONT

[REDACTED] [REDACTED]
[REDACTED] CONROE, TX [REDACTED]

(A - RESTRAINT)

BACK SEAT (POSSIBLY MIDDLE)

[REDACTED] [REDACTED]
N

CONROE, TX

MCALLEN, TX

SS# [REDACTED]

DRIVER

VetCO Gray

W Hous. ROSS/YN

(RESTRAINT UNKNOWN)

EATING HAMBURGER WHILE DRIVING

418

OCCUPATION: INSPECTOR

HUSBAND
DRINK TWO BEERS
THIS EVENING

[REDACTED]

[REDACTED]

[REDACTED]

05755306

IN Carriage lane

WORKING ON HUSBANDS JEEP

12 PK BEER WAS PURCHASED

SAW HUSBAND DRINK 2 BEERS

STOPPED AT MCDONALDS FOR HAPPY MEAL

ME CASE# 93 4906
07
08

TEXAS PEACE OFFICER'S ACCIDENT REPORT ST-3 (REV. 1/1/90)

MAIL TO: Texas Department of Public Safety, Statistical Services, Box 4087, Austin 78773-0001

PLACE WHERE ACCIDENT OCCURRED		LOC. NO. _____	
COUNTY _____	CITY OR TOWN _____	DO NOT WRITE IN THIS SPACE	
IF ACCIDENT WAS OUTSIDE CITY LIMITS, INDICATE DISTANCE FROM NEAREST TOWN _____ MILES		SHOW ONLY IF INSIDE CITY LIMITS	
NORTH <input type="checkbox"/> SOUTH <input type="checkbox"/> EAST <input type="checkbox"/> WEST <input type="checkbox"/>		CITY OR TOWN _____	
ROAD ON WHICH ACCIDENT OCCURRED 1900 SH 249		CONSTR. <input type="checkbox"/> YES SPEED ZONE <input type="checkbox"/> NO LIMIT	
INTERSECTING STREET 9000 BK EIA		CONSTR. <input type="checkbox"/> YES SPEED ZONE <input type="checkbox"/> NO LIMIT	
NOT AT INTERSECTION <input type="checkbox"/> FT. <input type="checkbox"/> MI. <input type="checkbox"/> H <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> OF _____		SHOW MILEPOST OR NEAREST INTERSECTING NUMBERED HIGHWAY. IF NONE, SHOW NEAREST INTERSECTING STREET OR REFERENCE POINT.	
DATE OF ACCIDENT _____ 19 _____ DAY OF WEEK _____ HOUR _____		A.M. IF EXACTLY NOON <input type="checkbox"/> P.M. OR MIDNIGHT, SO STATE <input type="checkbox"/>	

UNIT NO. 1 - MOTOR VEHICLE		VEH. IDENT. NUMBER 1MEBP67FXCF	
YEAR 1982	COLOR WHT	MODEL Mercury	MODEL C9PF
DRIVER'S NAME _____	DRIVER'S LICENSE _____	DRIVER'S CLASS/TYPE _____	DRIVER'S D.O.B. _____
LESSEE <input type="checkbox"/>	OWNER <input type="checkbox"/>	NAME (ALWAYS SHOW LESSEE IF LEASED, OTHERWISE SHOW OWNER) _____	ADDRESS _____ CITY _____ STATE _____
LIABILITY <input type="checkbox"/> YES	INSURANCE <input type="checkbox"/> NO	INSURANCE COMPANY NAME _____	POLICY NUMBER _____
PEACE OFFICER OR FIRE FIGHTER ON EMERGENCY? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, DESCRIBE IN NARRATIVE		VEHICLE DAMAGE RATING _____	

UNIT NO. 2 - MOTOR VEHICLE <input type="checkbox"/> TRAIN <input type="checkbox"/> PEDALCYCLIST <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/>		VEH. IDENT. NUMBER 15CW87812GT	
YEAR 1986	COLOR Red	MODEL Jeep	MODEL Cherokee
DRIVER'S NAME _____	DRIVER'S LICENSE _____	DRIVER'S CLASS/TYPE _____	DRIVER'S D.O.B. _____
LESSEE <input type="checkbox"/>	OWNER <input checked="" type="checkbox"/>	NAME (ALWAYS SHOW LESSEE IF LEASED, OTHERWISE SHOW OWNER) Same	ADDRESS _____ CITY _____ STATE _____
LIABILITY <input type="checkbox"/> YES	INSURANCE <input type="checkbox"/> NO	INSURANCE COMPANY NAME _____	POLICY NUMBER _____
PEACE OFFICER OR FIRE FIGHTER ON EMERGENCY? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, DESCRIBE IN NARRATIVE		VEHICLE DAMAGE RATING _____	

DAMAGE TO PROPERTY OTHER THAN VEHICLES			
OBJECT _____	NAME AND ADDRESS OF OWNER _____	FEET FROM CURB _____	DAMAGE ESTIMATE _____
OBJECT _____	NAME AND ADDRESS OF OWNER _____	FEET FROM CURB _____	DAMAGE ESTIMATE _____

LIGHT CONDITION 4	WEATHER 1	SURFACE CONDITION 1	TYPE ROAD SURFACE 2	DESCRIBE ROAD CONDITIONS (INVESTIGATOR'S OPINION)
1-DAYLIGHT 2-DAWN 3-DARK-NOT LIGHTED 4-DARK-LIGHTED 5-DUSK	1-CLEAR/CLOUDY 2-RAINING 3-SNOWING 4-FOG 5-BLOWING DUST	6-SMOKE 7-SLEETING 8-HIGH WINDS 9-OTHER	1-BLACKTOP 2-CONCRETE 3-GRAVEL 4-SHELL 5-DIRT 6-OTHER	BUTLER VS DCC 4160042

IN YOUR OPINION, DID THIS ACCIDENT RESULT IN AT LEAST \$500.00 DAMAGE TO ANY ONE PERSON'S PROPERTY? ☐ YES ☐ NO

CHARGES FILED		CITATION NUMBER	
NAME _____	CHARGE _____	CITATION NUMBER _____	
NAME _____	CHARGE _____	CITATION NUMBER _____	

TIME NOTIFIED OF ACCIDENT _____	DATE _____	TIME ARRIVED AT SCENE OF ACCIDENT _____	DATE _____
TYPED OR PRINTED NAME OF INVESTIGATOR _____		DATE REPORT MADE _____	
SIGNATURE OF INVESTIGATOR _____		IO NO. _____ DEPARTMENT _____	

1st car 11:15 2nd car 11:15

Name [REDACTED] (Other or person in charge) [REDACTED] Phone [REDACTED]
 Time/Date 07-13-93 1229A (Inventoried) [REDACTED] (Reported to Communications) [REDACTED] File # [REDACTED]
 Inventoried by Byzel Service TTP Phone [REDACTED]
 Witnessed by [REDACTED] Reason Stored 10-50

Texas Highway Patrol
10503 Grant Road
Houston, Texas 77070

TEXAS DEPARTMENT OF PUBLIC SAFETY
PROPERTY INVENTORY

Name [REDACTED] Address [REDACTED] Phone [REDACTED]
(Owner or person in charge)

Time/Date 7-12-93/1100p File # [REDACTED]
(Inventoried) (Reported to Communications)

Inventoried by SD McAdams Service DPS-THP Phone [REDACTED]

Witnessed by Q Campbell Reason Stored Fatality Acc

Items Taken from Persons:

Registration TX [REDACTED]
(State, Year, Number)
Description: Mercury Capri 2dr
(Year, Make, Model, Color, Body Style, etc.)
hatchback
Location towed from SH 249 at Ellg

Address/Phone# where stored:
All State Wrecker
[REDACTED]

Vehicle condition Wrecked
Address/Phone# where stored _____

Items Removed from Vehicle Prior to Inventory and their Disposition:

Items Inventoried and Left In Vehicle:

DESCRIPTION AND LOCATION

C = Console T = Trunk F = Front seat area H = Hood area
G = Glove box R = Rear seat area O = Other (explain)*

	Loc.		Loc.
eyeglasses	F	8.12oz Budweiser full, cold	B
various papers	G	unopened	
work pers cassette player		out of 12 pk	
Teenage Mutant Turtle, Dirty	B	Sunglasses 5 cassette tapes	B
Lothar Soundtrack videos		paperback book	

RECEIPT: I certify that I [REDACTED] received the items described herein from
SD McAdams on 7-13-93 at 1115 am with the following exceptions _____

Signature [REDACTED] Address _____

RECEIPT: I certify that I _____ received the items described herein from
_____ on _____ at _____ am with the following exceptions _____

Signature _____ Address _____

EA12-005- Chrysler -034531

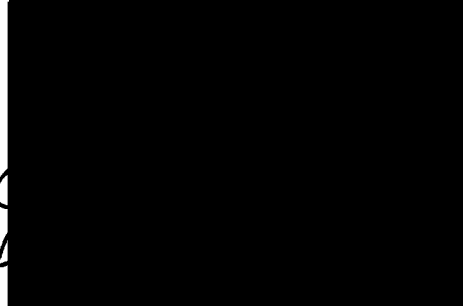
BUTLER VS DCC 4180044

OPERATOR/OWNER

DPS OFFICER

TRUE VIN
DISPLAYED VIN

830P-



6091 7
CHARTER

Boon

FEINOS wife in Front R.
SEAT

wife & DAUGHTER in
BACK SEAT



AMARILLO, TX



L) [REDACTED]

F) [REDACTED]

DOB)- [REDACTED]

TDL)- [REDACTED] TX

SS.) [REDACTED]

[REDACTED]

Amarillo TX [REDACTED]

PS - [REDACTED]

OBSERVERS STATEMENT REGARDING TRAFFIC ACCIDENT

NAME

First Name

Last Name

ADDRESS

Street Address

City

State

My location when accident happened was

(Please tell in your own words just what you saw)

I was At the Red light when
I seen the white mustang slam in the
back of the cheetee flames started

Signature

BUTLER VS DCC 4180048

FOR OFFICE USE ONLY

EA12-005- Chrysler -034535

County

Highway & Location

Date of Accident

19

Day of Week

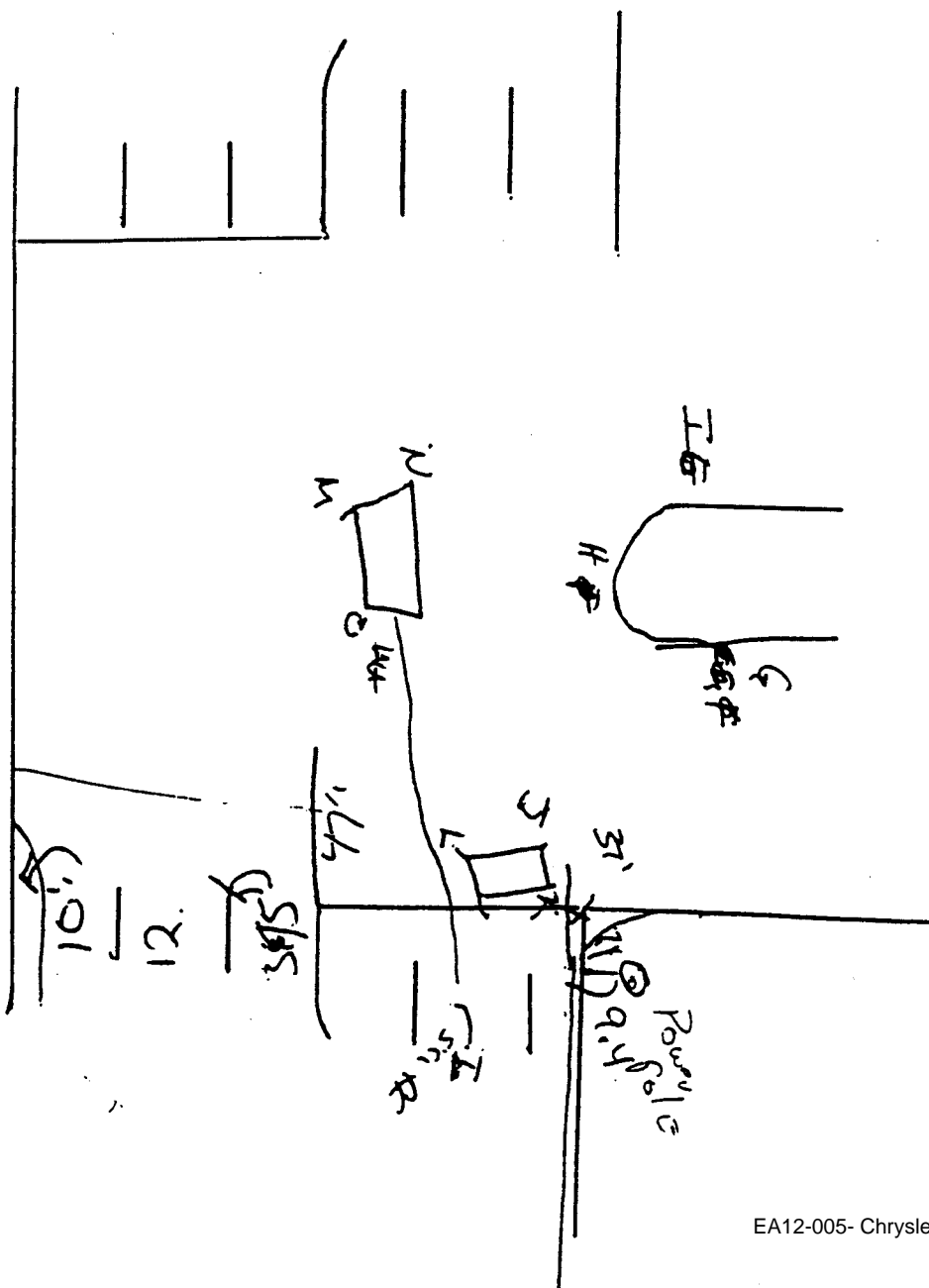
Hour

AM
PM

TEXAS DEPARTMENT OF PUBLIC SAFETY
FIELD SKETCH

ITEM		N-S	E-W
AP	A	77.2	
	B	3.4	
Curb	C	7.4N	
"	D	6.2S	10.5E
	E	17.5	20.5E
	F	24.9S	24.2E
	G	47.5S	21.9E
	H	76.5	56.9E
	I	21.7	21.8E
Unit 7-	J	10.1N	10.9E
"	K	15.2N	16.5E
"	L	30.6N	14.5E
Unit 3	M	52.8N	9.14E
"	N	48.2S	"
"	O	53.2	71.6E
Curb	P	29.2S	10.8E
"	Q	8.4S	10.5E
"	R	0	80.5E
	S		
Shift	T	28.5	15.7E
	U	2.3	0
	V	35.3N	26.5E
	W	42.6N	40.5E
	X	46.2	60.5E
Shift	Y	74.5 74.5	74.5 74.5
	Z		
End	AA	47.9	74.5E
	BB		

REFERENCE POINT



Sketch of Roadway

EA12-005- Chrysler -034536

BUTLER VS DCC 4160049

W 6:45 PM
1990 05 06 1

Shoulder

Shoulder

EA12-005- Chrysler -034537

BUTLER VS DCC 4180050

0 20 40

SCALE: 1 inch = 20 feet

SH249

ELLA

2

1

Fatality Accident

Date; 07/1293

Time; 9:45PM

Location; 1900 SH 249

County; Harris

Investigated by;

Trooper III Q. Campbell

ID.5853

Drawn by;

Trooper II G.E. Buzek

ID 6163



TEXAS PEACE OFFICERS ACCIDENT CASUALTY SUPPLEMENT

ACCIDENT IDENTIFICATION (COPY INFORMATION IN THIS SECTION EXACTLY AS SHOWN ON BASIC REPORT)

COUNTY HARRIS CITY OR TOWN _____
 ROAD ON WHICH ACCIDENT OCCURRED 1900 SH 249 DATE OF ACCIDENT JULY 12 19 93 HOUR 9:45 ☒ AM ☐ PM
 UNIT NO. 1 DRIVER [REDACTED] LAST [REDACTED] FIRST [REDACTED] MIDDLE [REDACTED] LICENSE PLATE [REDACTED]

SECTION I - OCCUPANT DEATH (DRIVER OR PASSENGER IN PASSENGER OR TRUCK TYPE VEHICLE)

NAME OF PERSON KILLED [REDACTED] LAST [REDACTED] FIRST [REDACTED] MIDDLE [REDACTED] IN UNIT NO. 2
 DATE OF DEATH 07-12-93 19 93 HOUR 9:46 ☒ AM ☐ PM EJECTED FROM VEHICLE No
 DESCRIBE INJURIES Smoke and soot inhalation- Charred body
 PART OF VEHICLE CAUSING INJURY Ruptured gas tank

SECOND OCCUPANT DEATH (DRIVER OR PASSENGER IN PASSENGER OR TRUCK TYPE VEHICLE)

NAME OF PERSON KILLED [REDACTED] LAST [REDACTED] FIRST [REDACTED] MIDDLE [REDACTED] IN UNIT NO. 2
 DATE OF DEATH 07-12 19 93 HOUR 9:46 ☒ AM ☐ PM EJECTED FROM VEHICLE No
 DESCRIBE INJURIES Smoke and soot inhalation- Charred body
 PART OF VEHICLE CAUSING INJURY Ruptured gas tank

SECTION II - MOTORCYCLE, MOTORSCOOTER OR MOPED CASUALTY (DEATH OR INJURY)

NAME OF CASUALTY _____ LAST _____ FIRST _____ MIDDLE _____ ☐ OPERA ☐ PASSE
 IF KILLED, DATE OF DEATH _____ DESCRIBE INJURIES _____
 TYPE OF EYE PROTECTIVE DEVICE _____ COLOR OF LENS OR SHIELD _____ WAS HELMET WORN? ☐ YES ☐ NO WAS HELMET DAMAGED? ☐ YES ☐ NO

SECOND MOTORCYCLE, MOTORSCOOTER OR MOPED CASUALTY (DEATH OR INJURY)

NAME OF CASUALTY _____ LAST _____ FIRST _____ MIDDLE _____ ☐ OPERA ☐ PASSE
 IF KILLED, DATE OF DEATH _____ DESCRIBE INJURIES _____
 TYPE OF EYE PROTECTIVE DEVICE _____ COLOR OF LENS OR SHIELD _____ WAS HELMET WORN? ☐ YES ☐ NO WAS HELMET DAMAGED? ☐ YES ☐ NO

SECTION III - PEDESTRIAN CASUALTY (DEATH OR INJURY)

NAME OF CASUALTY _____ LAST _____ FIRST _____ MIDDLE _____ IF KILLED, DATE OF DEATH _____
 WHAT PEDESTRIAN WAS DOING
 PEDESTRIAN WAS GOING ☐ ALONG ☐ ACROSS OR INTO _____ FROM _____ TO _____ IF NOT IN ROADWAY
 (STREET NAME, HIGHWAY NO.) (N.E. CORNER TO S.E. CORNER, OR WEST TO EAST SIDE, ETC.)
 1. ☐ CROSSING OR ENTERING AT INTERSECTION OR CROSSWALK
 2. ☐ CROSSING OR ENTERING NOT AT INTERSECTION OR CROSSWALK
 3. ☐ GETTING ON OR OFF VEHICLE
 4. ☐ WALKING IN ROADWAY WITH TRAFFIC
 5. ☐ WALKING IN ROADWAY AGAINST TRAFFIC
 6. ☐ STANDING IN ROADWAY (INCLUDES HITCH HIKING)
 7. ☐ PUSHING OR WORKING ON VEHICLE
 8. ☐ OTHER WORKING IN ROADWAY
 9. ☐ PLAYING IN ROADWAY
 10. ☐ OTHER IN ROADWAY
 11. ☐ NOT IN ROADWAY
 DESCRIBE INJURIES _____
 BUTLER VS DCC 4160051

SECTION IV - OTHER CATEGORY DEATH (ROAD MACHINERY, PEDALCYCLIST, STANDING ON PORCH, GO-CART, ETC.)

NAME OF PERSON KILLED _____ LAST _____ FIRST _____ MIDDLE _____ DATE OF DEATH _____
 CATEGORY 005-Chrysler 034638

SIGNATURE Quincy Campbell DPS-THP DEPARTMENT DATE THIS SUPPLEMENT MADE 07-13-93

TEXAS PEACE OFFICERS ACCIDENT CASUALTY SUPPLEMENT

ACCIDENT IDENTIFICATION (COPY INFORMATION IN THIS SECTION EXACTLY AS SHOWN ON BASIC REPORT)

COUNTY HARRIS CITY OR TOWN _____

ROAD ON WHICH ACCIDENT OCCURRED 1900 SH 249 DATE OF ACCIDENT JULY 12 19 93 HOUR 9:45 ☒ AM ☐ PM

UNIT NO. 1 DRIVER _____ LAST _____ FIRST _____ MIDDLE _____ LICENSE PLATE _____

SECTION I - OCCUPANT DEATH (DRIVER OR PASSENGER IN PASSENGER OR TRUCK TYPE VEHICLE)

NAME OF PERSON KILLED _____ LAST _____ FIRST _____ MIDDLE _____ IN UNIT NO. _____

DATE OF DEATH 07-12 19 93 HOUR 9:46 ☐ AM ☒ PM EJECTED FROM VEHICLE ☐ YES ☒ NO

DESCRIBE INJURIES Smoke and soot inhalation- Charred body

PART OF VEHICLE CAUSING INJURY Ruptured gas tank

SECOND OCCUPANT DEATH (DRIVER OR PASSENGER IN PASSENGER OR TRUCK TYPE VEHICLE)

NAME OF PERSON KILLED _____ LAST _____ FIRST _____ MIDDLE _____ IN UNIT NO. _____

DATE OF DEATH _____ 19 _____ HOUR _____ ☐ AM ☐ PM EJECTED FROM VEHICLE ☐ YES ☐ NO

DESCRIBE INJURIES _____

PART OF VEHICLE CAUSING INJURY _____

SECTION II - MOTORCYCLE, MOTORSCOOTER OR MOPED CASUALTY (DEATH OR INJURY)

NAME OF CASUALTY _____ LAST _____ FIRST _____ MIDDLE _____ ☐ OPER. ☐ PASS

IF KILLED, DATE OF DEATH _____ DESCRIBE INJURIES _____

TYPE OF EYE PROTECTIVE DEVICE _____ COLOR OF LENS OR SHIELD _____ WAS HELMET WORN? ☐ YES ☐ NO WAS HELMET DAMAGED? ☐ YES ☐ NO

SECOND MOTORCYCLE, MOTORSCOOTER OR MOPED CASUALTY (DEATH OR INJURY)

NAME OF CASUALTY _____ LAST _____ FIRST _____ MIDDLE _____ ☐ OPER. ☐ PASS

IF KILLED, DATE OF DEATH _____ DESCRIBE INJURIES _____

TYPE OF EYE PROTECTIVE DEVICE _____ COLOR OF LENS OR SHIELD _____ WAS HELMET WORN? ☐ YES ☐ NO WAS HELMET DAMAGED? ☐ YES ☐ NO

SECTION III - PEDESTRIAN CASUALTY (DEATH OR INJURY)

NAME OF CASUALTY _____ LAST _____ FIRST _____ MIDDLE _____ IF KILLED, DATE OF DEATH _____

WHAT PEDESTRIAN WAS DOING

PEDESTRIAN WAS GOING ☐ N ☐ S ☐ E ☐ W ☐ ALONE ☐ ACROSS OR INTO _____ FROM _____ TO _____ IF NOT IN ROADWAY

(STREET NAME, HIGHWAY NO.) (N.E. CORNER TO S.E. CORNER, OR WEST TO EAST SIDE, ETC.)

1. ☐ CROSSING OR ENTERING AT INTERSECTION OR CROSSWALK 4. ☐ WALKING IN ROADWAY WITH TRAFFIC 7. ☐ PUSHING OR WORKING ON VEHICLE 10. ☐ OTHER IN ROADWAY

2. ☐ CROSSING OR ENTERING NOT AT INTERSECTION OR CROSSWALK 5. ☐ WALKING IN ROADWAY AGAINST TRAFFIC 8. ☐ OTHER WORKING IN ROADWAY 11. ☐ NOT IN ROADWAY

3. ☐ GETTING ON OR OFF VEHICLE 6. ☐ STANDING IN ROADWAY (INCLUDES HITTING HIDE) 9. ☐ PLAYING IN ROADWAY


DESCRIBE INJURIES _____

BUTLER VS DCC 4160052

SECTION IV - OTHER CATEGORY DEATH (ROAD MACHINERY, PEDESTALIST, STANDING ON PORCH, GO-CART, ETC.)

NAME OF PERSON KILLED _____ LAST _____ FIRST _____ MIDDLE _____ CATEGORY Chrysler -034539 DATE OF DEATH _____

SIGNATURE



Quincy Campbell

DPS-THP

DEPARTMENT

 DATE THIS SUPPLEMENT MADE 07-13-93

CASE REPORT

209 DIS CT
0669470
669469
669468

☐ NON-TRAFFIC MISDEMEANOR

☒ TRAFFIC OFFENSE
☒ FELONY
☐ MISDEMEANOR
☒ ACCIDENT
☒ FATAL
☐ P.I.
☐ P.D.
☐ FSRA

50733

NAME LAST FIRST MIDDLE DOB RACE SSA SEX M

ADDRESS Conroe, Tx

DPS# FBW 182321W2 OLS CITATION# R158515 R15851 R158514

OFFENSE(S) Involuntary Manslaughter-Motor Vehicle (DWI)

COUNTY OF OFFENSE Harris LOCATION 1900 SH 249 @ Ella

DAY OF WEEK Monday DATE 07-12-93 TIME 9:45 ☒

ARRESTING OFFICER Quincy Campbell ID NO. 5853 DEPT. DPS-THP PARTNER S. McAdams/G.E. Bu

WITNESSES/VICTIMS

NAME ADDRESS PH.

LOCATION WHEN EVENT OCCURED WILL TESTIFY THAT

NAME ADDRESS PH.

LOCATION WHEN EVENT OCCURED WILL TESTIFY THAT

CHEMICAL TEST OFFERED ☐ BREATH ☐ URINE ☐ BLOOD ☐ OTHER, SPECIFY TEST GIVEN ☐ BREATH ☐ URINE ☒ BLOOD ☐ OTHER, SPECIFY TEST RESULT 0.10

CHEMICAL TEST REFUSED ☐ YES ☐ NO DIC 23 SUBMITTED ☐ YES ☐ NO OFFICER OPERATOR Houston NW Medical Center

OBSERVATIONS - DESCRIBE IN DETAIL

CLOTHES

ODOR OF ALCOHOLIC BEVERAGE ATTITUDE UNUSUAL ACTIONS

SPEECH BALANCE WALKING TURNING

INTERVIEW

WERE YOU OPERATING A VEHICLE? DESTINATION? STARTED FROM?

WHAT TIME? WHERE ARE YOU? WHEN DID YOU LAST EAT?

WHAT? HAVE YOU BEEN DRINKING? WHAT? HOW MUCH?

LAST DRINK? ARE YOU ILL? WHAT'S WRONG?

HAVE YOU BEEN INJURED LATELY? WHAT'S WRONG? ARE YOU UNDER A DOCTOR'S CARE?

LAST DOCTOR'S VISIT? WHO? WHY?

DO YOU HAVE EPILEPSY? DIABETES? HAVE YOU HAD ANY INJECTIONS OR PILLS RECENTLY?

WHAT? LAST DOSE? WHEN DID YOU LAST SLEEP? EA12-005- Chrysler 034540 HOURS?

PHYSICAL HANDICAPS?

SUSPECT VEHICLE #1

1982 White Mercury Capri

2-Dr TLP# [REDACTED]

OCCUPANTS #1

[REDACTED]-Driver

[REDACTED]-Front passenger

[REDACTED]-Back Seat passenger

Victim's Vehicle #2

1986 Black/Red Jeep Cherokee

Wagon TLP# [REDACTED]

OCCUPANTS #2

[REDACTED]-Driver

[REDACTED]-Front passenger

[REDACTED]-Back seat passenger

[REDACTED]-Back seat passenger

DISPOSITION OF OCCUPANTS #1

All were transported to Houston NW Med. Center by Harris co. Emergency corp.
Driver and Back seat pasenger sustained serious injuries,
Front seat passenger sustained minor injuries.

DISPOSITION OF OCCUPANTS #2

Driver was transported to Houston NW med. center by Harris co. Emergency corp.
Front seat and back seat passengers were killed and transported to Harris co. morgue by Griffin funeral home and CristoRey funeral home.

WITNESS INFORMATION1. [REDACTED]
[REDACTED]

Glaveston, Tx

Home: [REDACTED]

Work: [REDACTED]

Was eyewitness to accident
Was able to ID the Driver,
also helped remove from veh.

2. [REDACTED]
[REDACTED]

Houston, Tx

Home: [REDACTED]

Was eyewitness will
testify to driving factors

3. [REDACTED]
[REDACTED]

Houston, Tx

Home: [REDACTED]

Can only testify to
driving factors

LOCATION

Public roadway, 1900 SH 249@ Ella, Harris County

INCIDENT

Veh. #2 was e.b. SH 249 stopped at traffic light at Ella. Veh. #1 was e.b. SH249 approaching the intersection of Ella. Veh. #1 slammed into the back of #2 causing #2 to erupt into flames.

PHYSICAL EVIDENCE

There was no indication of vehicle #1 applying brakes, due to no visible skidmarks. Trooper Campbell looked inside veh. #1 and noted the gas pedal to be bent out of shape to the right of the floorboard. Did not notice any disfiguration of the brake pedal. Trooper Campbell noticed a 12 pk box of Budweiser beer on the back floor of veh. #1. There were 8-12oz. Budweiser beers in aluminum can. The cans were full unopened, the outside was still cold and sweaty. Trooper Campbell also noticed McDonalds hamburger bag and wrapper inside veh. #1.

DAMAGE TO VEHICLES

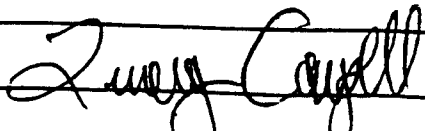
VEH. #1 sustained very extensive front end damage also passenger compartment difiguration.
VEH. #2 sustained very extensive rear end damage and was also completely burned inside out.

BUTLER VS DCC 4180054

CHARGES FILED Involuntary Manslaughter, No Liability Insurance

EA12-005-Chrysler -034541

FINGERPRINTED BY

☒ NOT FINGERPRINTEDSIGNATURE AND DEPT. OF
OFFICER MAKING REPORT

ID NO.

5853DATE OF
REPORT7-15-93

WEATHER CONDITIONS

Clear, hot, still

ROADWAY CONDITIONS

Dry straight concrete

LIGHT CONDITIONS

Night time, intersection
lighted by street lamps,

TRAFFIC CONTROL

Intersection controlled by red, yellow, green traffic lights. Lanes marked by stripes, stop line indicated by large wide stripe.

ROADWAY DESCRIPTION

SH 249 is 6 lane roadway divided by a marked center turn lane, its direction is east and west. Ella is a 4 lane roadway divided by a concrete median, its direction is north and south. Ella forms a "T" intersection at SH 249. The intersection is apx. 150 ft. in width.

TROOPER OBSERVATIONS

Trooper Campbell was driving patrol unit w.b. SH 249 at Veteran's Memorial. Trooper McAdams observed a burning veh. apx. 2/10 mile ahead at the intersection of Ella. Trooper Campbell drove onto scene apx. 9:46p. Trooper Campbell observed a Jeep Cherokee in the middle of the intersection wrecked and engulfed in flames. Trooper Campbell observed an oriental male attempting to gain entry into the right passenger side of the Jeep. Trooper Campbell ran to the burning vehicle and heard screams coming from inside the Jeep. Trooper Campbell broke the right front window of the burning Jeep and observed a female sitting in the front seat. Trooper McAdams sprayed the Jeep with fire extinguisher and Trooper Campbell reached inside vehicle in attempt to pull the female out. The right passenger door was jammed shut, Trooper Campbell was unable to free the female, she perished in the fire. Trooper Campbell also noticed a Mercury Capri with front end damage. Trooper Campbell observed a hispanic female attending to 3 injured people laying on the curb. Trooper Campbell asked who was driving the Mercury and the hispanic female pointed to a hispanic male laying on the ground. The hispanic male indicated that he was the driver of the Mercury. Trooper Campbell ID the male as [REDACTED] by his TDL# [REDACTED] All injured were transported to the hospital by EMS.

ACCIDENT INVESTIGATION

Veh. #1 was located apx. 24 feet east of the point of impact. Veh. #2 was located apx. 90 feet east of the point of impact. The point of impact was indicated by a gouge mark that started apx. 12 feet west of the stop line and continued to the back of the Jeep. The damage to #1 was distributed to the front left side the damage to #2 was distributed to the back right side. The gas tank of #2 was found to have a small incision to the back of it and in front of a trailer hitch.

HOSPITAL INVESTIGATION

Trooper K. Pullen conducted followup at Houston NW medical center. Trooper Pullen learned from [REDACTED] the names of the killed passengers and that [REDACTED] was the driver of the Jeep, he was able to escape. Blood specimen from [REDACTED] was taken at 11:10pm. 7-12-93 by Yalanda Thompson at Houston NW med. center trauma room #2. Specimen was drawn from left inside forearm. Analysis was performed at NW med. center lab.

Trooper Campbell arrived at Houston NW med. center at apx. 1:00 am 7-13-93. Trooper Campbell was able to interview [REDACTED]. She stated that her husband drank 2 beers that evening. They were on the way home from taking a friend home named [REDACTED]. [REDACTED] stated that her husband and [REDACTED] were working on a car together in Conroe and they had to take him home. Mrs. [REDACTED] stated that her husband stopped at McDonalds and was eating a hamburger while he was driving. Mrs. [REDACTED] stated that she did not see the crash because she was leaning back in seat with eyes closed. Trooper Campbell interviewed [REDACTED]. He stated that he was stopped at a red light and his vehicle was struck from behind. [REDACTED] stated that he heard an explosion and saw flames. He exited the vehicle from the driver door and ran to the passenger side to try and get passenger out. Trooper Campbell did not interview [REDACTED].

The next day 7-13-93 Trooper Campbell obtained a subpoena from Harris co. DA and took it to the 4th floor nurses station of H. NW med. center. Trooper Campbell requested the hospital blood test result for ETOH. The hospital record was provided to Trooper Campbell ER #4180584 [REDACTED] alcohol serum 23:20 7/12 alcohol 105 MG/DL.

Trooper Campbell interviewed [REDACTED] in the hallway of 4th floor Houston NW med. center hospital. Time was 3:30 pm outside room # 418. 7-13-93 [REDACTED] stated that [REDACTED] arrived at his house apx 2:30pm 7-12-93. [REDACTED] and [REDACTED] drank 1 beer each at his house [REDACTED] in Houston. [REDACTED] and [REDACTED] then drove to Conroe to pick up [REDACTED]'s wife at [REDACTED] residence. [REDACTED] drank 1 beer while working on jeep. They worked on jeep until apx. 4:30 or 5:00p. After they finished working on jeep [REDACTED] stopped at a convenient store off of Needham rd. and bought a 6 pk. of budweiser beer in bottles. [REDACTED] stated that [REDACTED] drank 2 beers at [REDACTED] residence. [REDACTED] stated they left Conroe apx. 7:00p and drove back to Houston. They got to [REDACTED] residence the went to another friends house apx. 8:15p. [REDACTED] and that other person drove to the store and returned with a 12 pk. Budweiser beer in cans. [REDACTED] stated that the beer had not been opened. [REDACTED] then drove [REDACTED] home apx. 9:15p and then left. [REDACTED] estimates that he saw [REDACTED] drank apx. 6 beers. [REDACTED] stated that [REDACTED] was complaining of fatigue during the evening.

Larry Campbell



EA12-005- Chrysler -034544





3



EA12-005- Chrysler -034545

4



5



EA12-005- Chrysler -034546

6

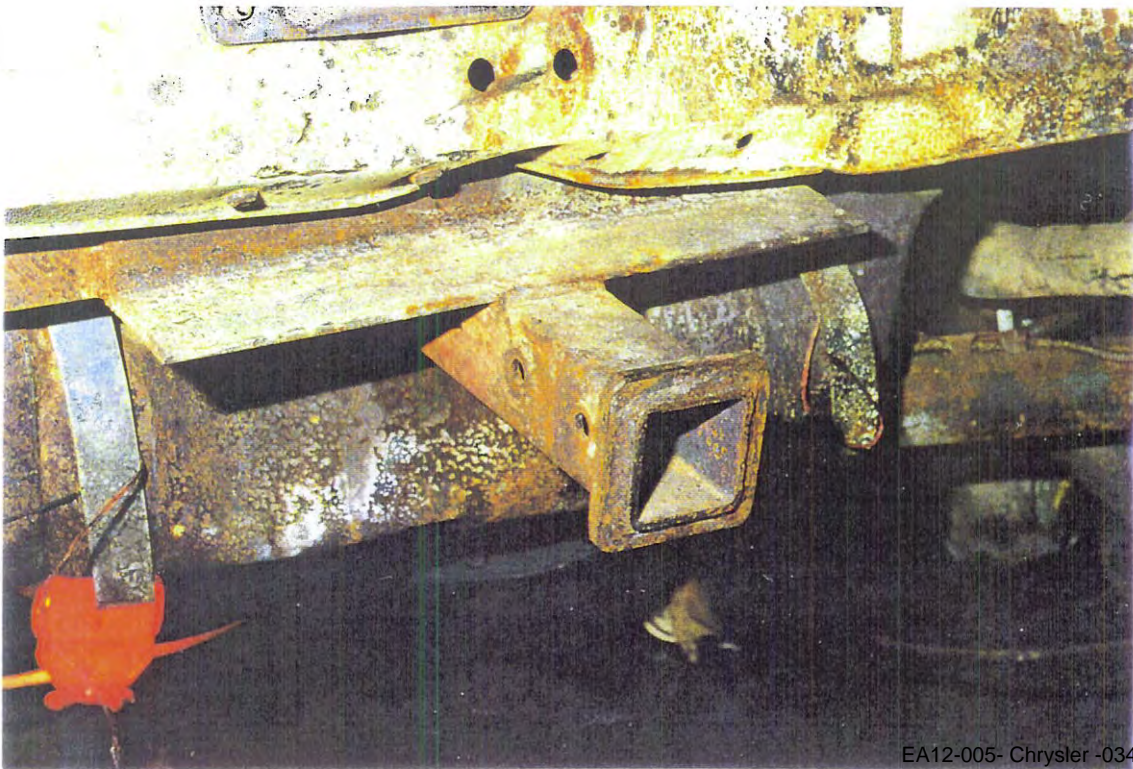


7



EA12-005- Chrysler -034547

8



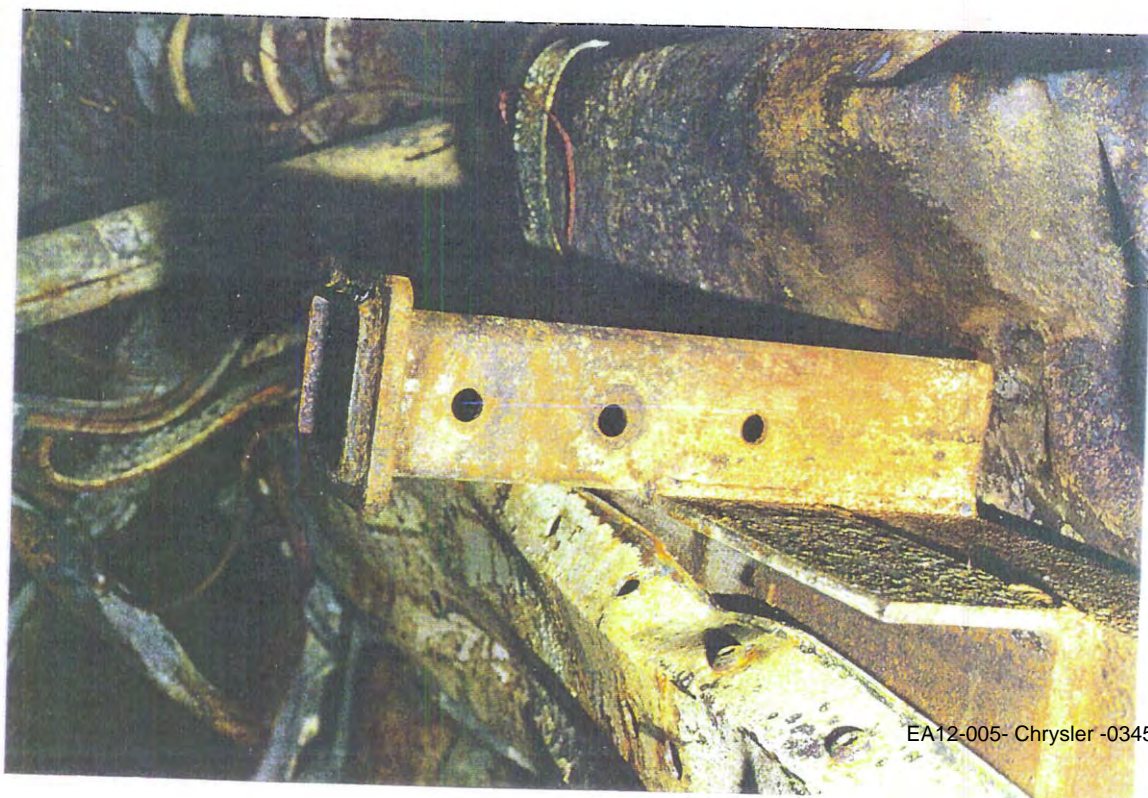
EA12-005- Chrysler -034548



81

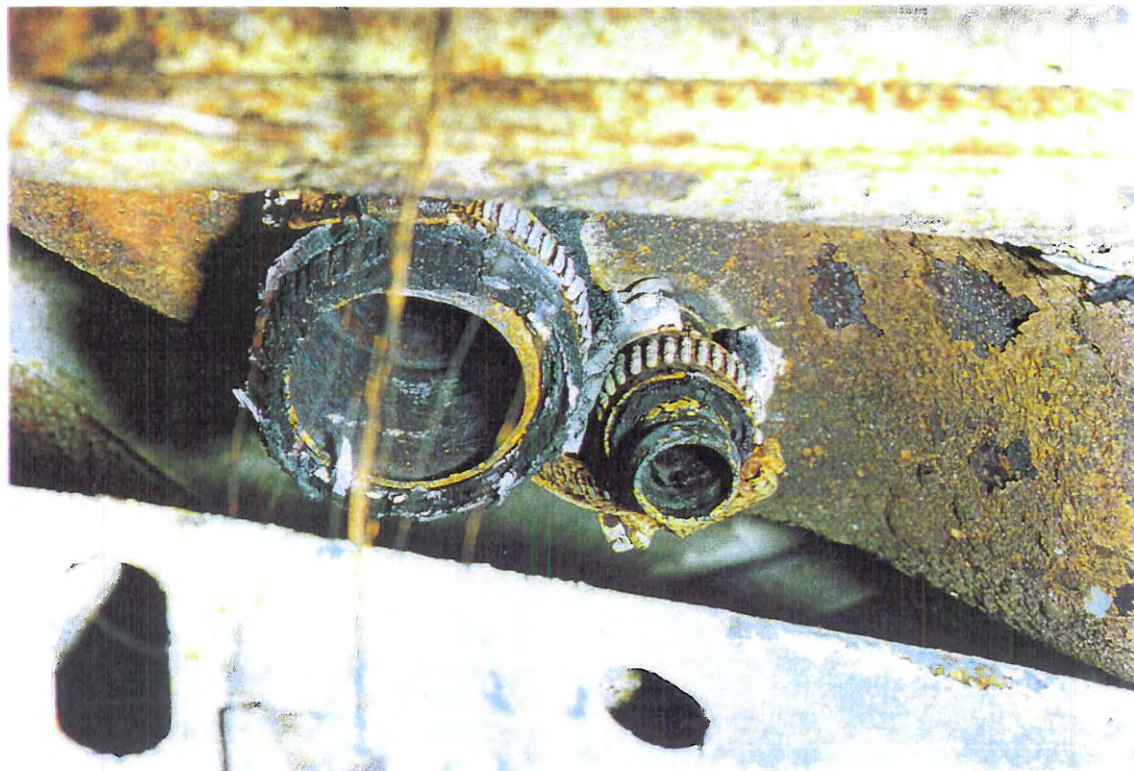


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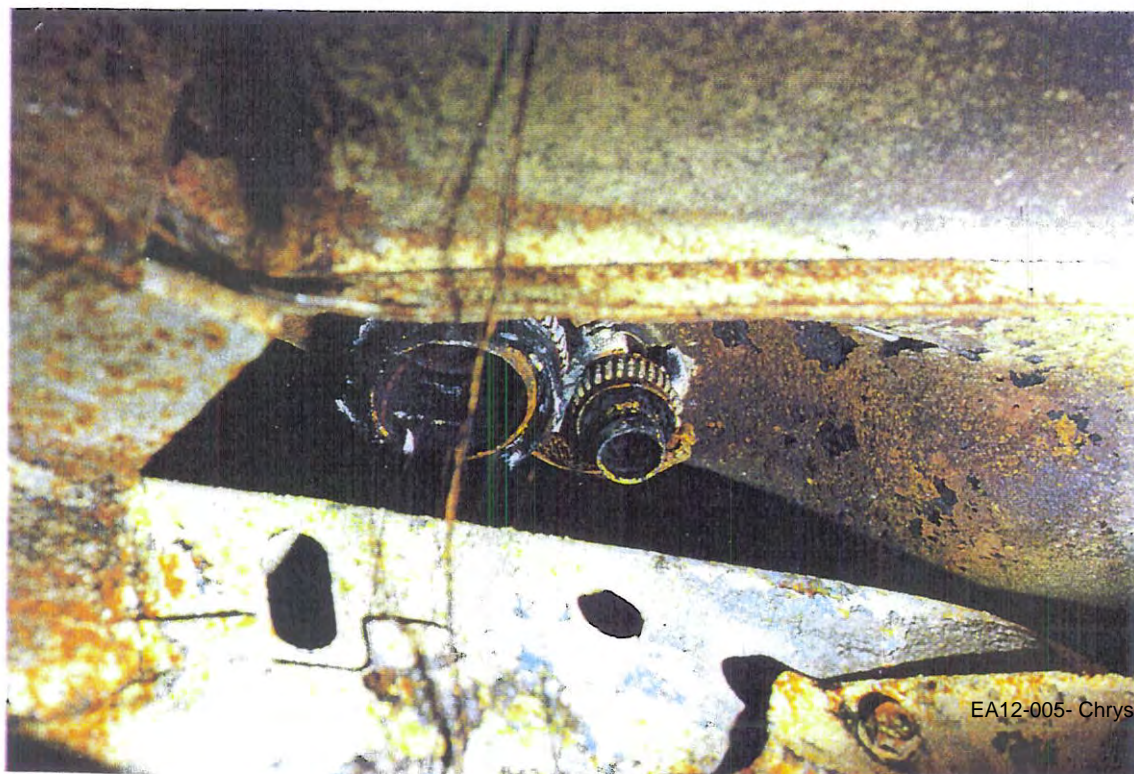


EA12-005- Chrysler -034549

14



15



EA12-005- Chrysler -034550

MATTER #	1006799
FILE TYPE	Lawsuit
FILE NAME	[REDACTED]
CAIR #	
DATE OF INCIDENT	07/12/1993
DATE OF NOTICE	08/16/1993
MODEL/MODEL YEAR	1986 Jeep Cherokee (XJ)
VIN	1JCWB7812GT [REDACTED]
MILEAGE	
OWNER	[REDACTED] [REDACTED] Amarillo, TX
COURT	District Court, Brazoria County of TX
DOCKET #	94C0653
FIRE ALLEGED	Yes
DESCRIPTION	<p>On July 12, 1993, a 1986 Jeep Cherokee (XJ) was being operated by [REDACTED] eastbound on S.H. 249 near Houston, Texas. The posted speed limit at the site of the accident was 50 mph. The Jeep Cherokee (XJ) was stopped at the traffic light at the intersection of Ella Street when a 1982 Mercury Capri, operated by [REDACTED] eastbound on S.H. 249, struck the right-rear of the Jeep Cherokee (XJ) and, according to the police accident report, pushed it approximately 90 feet through the intersection. The investigating police officer determined that there was no evidence of skid marks or that the driver of the Mercury Capri braked before the impact. According to the police accident report, the driver of the Mercury Capri was under the influence of alcohol and charged with involuntary manslaughter. The police accident report also reflected that the front seat passenger of the Mercury Capri reported that the driver was eating a hamburger at the time of the impact. A fire ensued in the Jeep Cherokee (XJ).</p>
PROPERTY DAMAGE ALLEGED	No
INJURIES	4
FATALITIES	3
ANALYSIS	Based on the available information, including the police accident report and vehicle photographs, Chrysler Group concludes that the impact of the Mercury Capri to the rear of the Jeep Cherokee (XJ) occurred at a relative velocity of approximately 50 mph. This is based on the posted speed limit of S.H. 249 in the area of the accident, the

police determination that there was no evidence of braking by the Mercury Capri prior to impact, the photographs of the extremely severe rear end damage to the Jeep Cherokee (XJ) and the impairment and distraction of the driver of the Mercury Capri. This extremely severe, high-energy impact to the right-rear of the Jeep Cherokee (XJ) caused crushing of the rear end of the vehicle to the rear axle. The right-rear offset impact to the Jeep Cherokee (XJ) likely increased the crash forces acting on the Jeep Cherokee (XJ). Chrysler Group does not have available information to confirm that the cause of the fire was a rupture of the fuel tank or that the origin of the fire was at the fuel tank. However, the police investigation and fire reports noted that the fuel tank of the Jeep Cherokee (XJ) had a small incision at the rear of the tank directly in front of an aftermarket trailer hitch and that it appeared that this was the cause of the fire. The damage to the rear of the Jeep Cherokee (XJ) is depicted in the photographs in Enclosure 3 Public, EA12-005 – Chrysler – 034544-34545.

See attached CD 1- 2 XJ Lawsuit – [REDACTED] Witness – Renneker, Dennis

SUMMARY OF INPUTS RELATED TO 1984 THROUGH 1992 JEEP CHEROKEE/WAGONEER (XJ) VEHICLES

	Name	VIN	Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	
1.		1JCMT754XHT			√			
2.		1J4FJ58S0ML			√			
3.		1JCMT783XJT		√				
4.		1J4FJ58S3NL		√ (2)		√		
5.		1J4FJ28S4ML			√			
6.		1J4FT38L4KL			√			
7.		1JCWB7812GT			√			
8.		1JCMR7833HT			√			
9.		1JCUX7813FT			√			
SUBTOTALS			Field Reports (EAA Reports)	CAIR	Lawsuit	Claim	Notice	VOQ Inputs (Name)
			0	2 VINs (also was a claim)	7	1	0	0
TOTAL 9 unique inputs			9 unique VINs					

STATE OF ILLINOIS)
COUNTY OF COOK) SS

ATTORNEY NO. 23044

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

MARI H. VINGUA, As Special
Administrator of the Estate
WILLIAM PROCIDO, Deceased,

Plaintiff,

v.

CHRYSLER MOTORS CORPORATION,
a foreign corporation, and/or
WHEATON AMC/JEEP RENAULT, INC.,
a corporation, and/or
JEEP EAGLE OF DUPAGE, INC., a
corporation,

Defendants.

NO. 82107773

PLAINTIFFS DEMAND TRIAL
BY JURY

COMPLAINT

COUNT I: 402(A):W.D.

AMERICAN CREDIT

BY DEMAND

COUNT I

402(A):W.D.

Plaintiff says:

1. On or before 7-11-90 CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, was/were in the business of designing, manufacturing, assembling, distributing, and selling motor vehicles.

2. On or before 7-11-90 CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, designed, manufactured, and assembled a motor vehicle identified as a 1987 Jeep Cherokee, VIN number 1JCMR7833HT021299 (hereafter Jeep).

3. On 7-11-90, Butterfield Road was a public road running in an east-west direction in Warrenville, Illinois.

4. On 7-11-90, Illinois Route 59 was a public highway running in a north-south direction in Warrenville, Illinois.

5. On 7-11-90, RICHARD OLSZON owned, operated, maintained, and controlled a motor vehicle in an eastbound direction on Butterfield Drive near the intersection with Illinois Route 59.

LAZ-000-Chrysler 07310

6. On 7-11-90, WILLIAM F. PROCIDO operated and controlled a motor vehicle which was stopped in an eastbound lane of Butterfield Drive at a traffic control device at the intersection of Butterfield Drive and Illinois Route 59.

7. On 7-11-90, the motor vehicle operated by RICHARD OLSZON came into contact with the rear of the vehicle operated by WILLIAM F. PROCIDO, and the motor vehicle operated by WILLIAM F. PROCIDO was pushed forward into the intersection of Butterfield Drive and Illinois Route 59.

8. On or before 7-11-90 CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, had a duty to design and manufacture reasonably safe automobiles for all known foreseeable uses.

9. Existing in the Jeep at the time it left the control of CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, were one or more of the following conditions that made the Jeep unreasonably dangerous in one or more of the following respects:

- a. The structural body of the Jeep was not of sufficient strength to sufficiently protect passengers from ordinary and foreseeable rear-end collisions.

EA12-005- Chrysler -007311

Butler v. DCC
4163384

- b. The driver's seat was not adequately designed to protect the driver from ordinary and foreseeable rear-end collisions.
- c. The fuel tank was not adequately protected to prevent explosions and fire secondary to rear-end collision.
- d. The fuel tank was not adequately designed to prevent its contents from igniting secondary to rear-end collisions.
- e. The fuel tank system should have included a rubber bladder to better protect the fuel tank from rear-end collisions.
- f. The passenger compartment was not adequately designed to protect passengers from the spread of fires originating from the fuel tank.
- g. The vehicle design positioned the fuel tank so that it was unreasonably vulnerable to damage and puncture secondary to rear-end collisions.
- h. No warning of the defects in the fuel tank and fire prevention systems were issued to the public.

10. As a proximate result of one or more of these unreasonably dangerous conditions WILLIAM F. PROCIDO suffered personal injury and died on 7-11-90.


11. MARI H. VINGUA was appointed Special Administrator of the Estate of WILLIAM F. PROCIDO by the Circuit Court of Cook County.

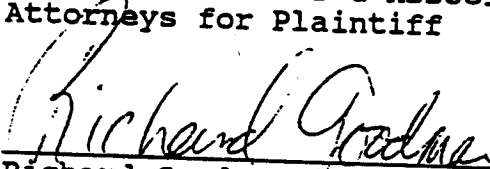
12. As a proximate result of one or more of the aforesaid unreasonably dangerous conditions, the Special Administrator of the Estate incurred hospital and funeral expenses.

13. As a proximate result of one or more of these unreasonably dangerous conditions, the parents of WILLIAM F. PROCIDO, Richard Prodicto and Anita Procido, and the siblings of WILLIAM F. PROCIDO, Mari H. Vingua, Richard Procido, Jr., Joanne Weir, Michael J. Procido, and Alayne M. Procido, lost love, society, companionship, economic support, and services, which comprise pecuniary losses pursuant to Ch. 70, para. 1 and 2, Ill.Rev.Stat. (1989).

WHEREFORE, plaintiff MARI H. VINGUA, as Special Administrator of the Estate of WILLIAM F. PROCIDO, requests judgment be entered against the defendant CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation in an amount in excess of \$30,000, together with costs and attorneys fees.

Respectfully submitted,


George M. Elsener
George M. Elsener & Associates
Attorneys for Plaintiff


Richard Goodman
Goodman, Lister Seikely & Peters
Attorneys for Plaintiff
Michigan Attorney No. P14169

GEORGE M. ELSENER & ASSOCIATES
180 N. LASALLE STREET
SUITE 1125
CHICAGO, ILLINOIS 60601
(312) 726-8125

ATTACHMENTS:

1. Jury Demand
2. Summons to Chrysler, Wheaton AMC/Jeep and Jeep Eagle of DuPage.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

ATTORNEY NO. 23044

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

MARI H. VINGUA, As Special
Administrator of the Estate
WILLIAM PROCIDO, Deceased,

Plaintiff,

v.

CHRYSLER MOTORS CORPORATION,
a foreign corporation, and/or
WHEATON AMC/JEEP RENAULT, INC.,
a corporation, and/or
JEEP EAGLE OF DUPAGE, INC., a
corporation,

Defendants.

NO. 82107773

PLAINTIFFS DEMAND TRIAL
BY JURY

COMPLAINT

COUNT I: 402(A):W.D.

AMERICAN CREDIT

BY DEMAND

COUNT I

402(A):W.D.

Plaintiff says:

1. On or before 7-11-90 CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, was/were in the business of designing, manufacturing, assembling, distributing, and selling motor vehicles.

2. On or before 7-11-90 CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, designed, manufactured, and assembled a motor vehicle identified as a 1987 Jeep Cherokee, VIN number 1JCMR7833HT021299 (hereafter Jeep).

3. On 7-11-90, Butterfield Road was a public road running in an east-west direction in Warrenville, Illinois.

4. On 7-11-90, Illinois Route 59 was a public highway running in a north-south direction in Warrenville, Illinois.

5. On 7-11-90, RICHARD OLSZON owned, operated, maintained, and controlled a motor vehicle in an eastbound direction on Butterfield Drive near the intersection with Illinois Route 59

LAZ-000-Chrysler 07316

6. On 7-11-90, WILLIAM F. PROCIDO operated and controlled a motor vehicle which was stopped in an eastbound lane of Butterfield Drive at a traffic control device at the intersection of Butterfield Drive and Illinois Route 59.

7. On 7-11-90, the motor vehicle operated by RICHARD OLSZON came into contact with the rear of the vehicle operated by WILLIAM F. PROCIDO, and the motor vehicle operated by WILLIAM F. PROCIDO was pushed forward into the intersection of Butterfield Drive and Illinois Route 59.

8. On or before 7-11-90 CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, had a duty to design and manufacture reasonably safe automobiles for all known foreseeable uses.

9. Existing in the Jeep at the time it left the control of CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation, were one or more of the following conditions that made the Jeep unreasonably dangerous in one or more of the following respects:

- a. The structural body of the Jeep was not of sufficient strength to sufficiently protect passengers from ordinary and foreseeable rear-end collisions.

EA12-005- Chrysler -007317

Butler v. DCC
4163384

- b. The driver's seat was not adequately designed to protect the driver from ordinary and foreseeable rear-end collisions.
- c. The fuel tank was not adequately protected to prevent explosions and fire secondary to rear-end collision.
- d. The fuel tank was not adequately designed to prevent its contents from igniting secondary to rear-end collisions.
- e. The fuel tank system should have included a rubber bladder to better protect the fuel tank from rear-end collisions.
- f. The passenger compartment was not adequately designed to protect passengers from the spread of fires originating from the fuel tank.
- g. The vehicle design positioned the fuel tank so that it was unreasonably vulnerable to damage and puncture secondary to rear-end collisions.
- h. No warning of the defects in the fuel tank and fire prevention systems were issued to the public.

10. As a proximate result of one or more of these unreasonably dangerous conditions WILLIAM F. PROCIDO suffered personal injury and died on 7-11-90.


11. MARI H. VINGUA was appointed Special Administrator of the Estate of WILLIAM F. PROCIDO by the Circuit Court of Cook County.

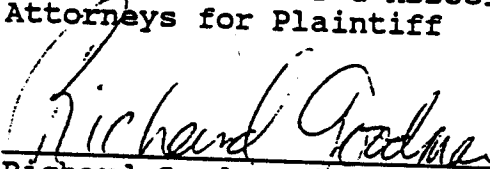
12. As a proximate result of one or more of the aforesaid unreasonably dangerous conditions, the Special Administrator of the Estate incurred hospital and funeral expenses.

13. As a proximate result of one or more of these unreasonably dangerous conditions, the parents of WILLIAM F. PROCIDO, Richard Prodicto and Anita Procido, and the siblings of WILLIAM F. PROCIDO, Mari H. Vingua, Richard Procido, Jr., Joanne Weir, Michael J. Procido, and Alayne M. Procido, lost love, society, companionship, economic support, and services, which comprise pecuniary losses pursuant to Ch. 70, para. 1 and 2, Ill.Rev.Stat. (1989).

WHEREFORE, plaintiff MARI H. VINGUA, as Special Administrator of the Estate of WILLIAM F. PROCIDO, requests judgment be entered against the defendant CHRYSLER MOTORS CORPORATION, a foreign corporation, and/or WHEATON AMC/JEEP RENAULT, INC., a corporation, and/or JEEP EAGLE OF DUPAGE, INC., a corporation in an amount in excess of \$30,000, together with costs and attorneys fees.

Respectfully submitted,


George M. Elsener
George M. Elsener & Associates
Attorneys for Plaintiff


Richard Goodman
Goodman, Lister Seikely & Peters
Attorneys for Plaintiff
Michigan Attorney No. P14169

GEORGE M. ELSENER & ASSOCIATES
180 N. LASALLE STREET
SUITE 1125
CHICAGO, ILLINOIS 60601
(312) 726-8125

ATTACHMENTS:

1. Jury Demand
2. Summons to Chrysler, Wheaton AMC/Jeep and Jeep Eagle of DuPage.

0940973

TRAFFIC ACCIDENT REPORT

Warrenville

POLICE ACCIDENT NO.

INCIDENT NUMBER

POLICE

90 9/21

007111143
TOWNSHIP OR CITY
Warrenville

I.D.O.T. USE ONLY

EXHIBIT

Sheet 1 of 2 Sheets

ON: Number or Name of Highway or Street

E/B RT 56

At Intersection With RT 59

(Number or Name of Intersecting Highway or Street)

If Not At Intersection

(Circle One)

NE SW of

(Nearest Highway, Street, Bridge, Milepost, or Other Landmark)

DRIVER'S NAME Last First M.I.

DATE OF BIRTH MO DAY YR

1. MALE

BORN TO

Olszon Richard T

07/31/37

2. FEMALE

Edwards Hospital

DRIVER'S ADDRESS
933 Bishop ST.

CITY/STATE/ZIP/PHONE

N/A

Naperville 4

INJ CODE

DRIVER'S LICENSE NUMBER
0425-7583-7217

West Chicago IL 60185

VEHICLE MAKE

MODEL

VEHICLE TYPE

YEAR

COLOR

Total Occ. Unit 1 Including Driver

Mercedes Benz

220

Passenger

72

White

1

TRUCK DATA NO OF AXLES

NO OF TRAILERS

TRAILER WIDTH(S)

TRAILER LENGTH(S)

VEH. LENGTH (FTL)

VEHICLE OWNER
S A A Richard T. Olszon

VEHICLE IDENTIFICATION NO.

1150101 2085184

VEH. REGIST.

STATE

OWNER'S ADDRESS
933 Bishop St.

CITY/STATE/ZIP/PHONE

West Chicago, IL 60185

TAG. NO.

YEAR

VEHICLE REMOVED BY
Tom's Towing

VEHICLE REMOVED TO

Warrenville city garage

1. DRIVEN AWAY

2. TOWED AWAY

DRIVER'S NAME

PEDESTRIAN

PEDALCYCLIST

DATE OF BIRTH MO DAY YR

1. MALE

BORN TO

Procido William F

8/3/56

2. FEMALE

CDH

DRIVER'S ADDRESS
701 Lexington AVE.

CITY/STATE/ZIP/PHONE

Roselle IL 60172

DRIVER'S LICENSE NUMBER
P623-9265-6220

VEHICLE MAKE

MODEL

VEHICLE TYPE

YEAR

COLOR

Total Occ. Unit 2 Including Driver

Jeep

Cherokee

Passenger

87

Blue

1

TRUCK DATA NO OF AXLES

NO OF TRAILERS

TRAILER WIDTH(S)

TRAILER LENGTH(S)

VEH. LENGTH (FTL)

VEHICLE OWNER

OWNER'S ADDRESS
S A A 701 Lexington Ave.

VEHICLE IDENTIFICATION NO.

1JCMR7833HT021299

VEH. REGIST.

STATE

VEHICLE REMOVED BY
Toms Towing

VEHICLE REMOVED TO

Warrenville City Garage

TAG. NO.

YEAR

NAME OF OWNER OF PROPERTY

NAME OF DAMAGE

NAME OF DAMAGE

DAMAGE TO PROPERTY OTHER THAN VEHICLE

ADDRESS OF OWNER

DNA

DNA

DNA

DNA

DNA

TIME NOTIFIED OF ACCIDENT

TIME ARRIVED AT SCENE

DATE NOTIFIED OF ACCIDENT

DATE REPORT COMPLETED

11:43

11:44

07/11/90

07/13/90

ARREST (NAME)

ARREST (NAME)

SECTION NUMBER

TICKET NUMBER

ARREST (NAME)

ARREST (NAME)

SECTION NUMBER

TICKET NUMBER

SIGNATURE OF INVESTIGATING OFFICER

ID NUMBER

BEAM/ZONE

COURT DATE

REVIEWING OFFICER

DATE OF ACCIDENT

TIME OF ACCIDENT

11:43

MOTOR VEHICLES INVOLVED

3

DAY OF THE WEEK

M T W T F S S

CIRCLE POINT OF CONTACT

APPROX. COST TO REPAIR OR REPLACE

UNDER \$250

OVER \$250

IF WITNESS, PLACE

IN UNIT NO. BOX

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

CIRCLE ONE OR MORE

TYPE OF REPORT

CIRCLE ONE OR MORE

1 Conventional
2 Dash
3 Animal
4 Private Property
5 Hit and Run
6 Supplementary

1 Fetal
2 Injury
3 Property Damage
4 Arrest
5 Interstate Expressway

PASSENGERS AND/OR WITNESSES

NAME Last First M.I.
Nicoski Gary A

ADDRESS
435 E Forest

CITY
West Chicago

STATE
IL

UNIT NO.
W

SEAT POS.
DNA

SAF. EOPT.
DNA

TAKEN BY
DNA

NAME Last First M.I.
Serrano Jorge

ADDRESS
2501 E Beau Bien

CITY
Lisle

STATE
IL

UNIT NO.
W

SEAT POS.
DNA

SAF. EOPT.
DNA

TAKEN BY
DNA

NAME Last First M.I.
Bolwegg Harold J

ADDRESS

CITY
Warrenville

STATE
IL

UNIT NO.
W

SEAT POS.
DNA

SAF. EOPT.
DNA

TAKEN BY
DNA

NAME Last First M.I.
Arnold Debra S

ADDRESS
30 W 230 Calumet

CITY
Warrenville

STATE
IL

UNIT NO.
W

SEAT POS.
DNA

SAF. EOPT.
DNA

TAKEN BY
DNA

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

STATE

UNIT NO.

SEAT POS.

SAF. EOPT.

TAKEN BY

NAME Last First M.I.

ADDRESS

CITY

TRAFFIC ACCIDENT REPORT

8940973

Warrenville

POLICE

POLICE ACCIDENT NO.

INCIDENT NUMBER

Sheet 2 of 2 Sheets

ON: Number or Name of Highway or Street
E/B RT 56COUNTY
DuPage

007111143

TOWNSHIP OR CITY
Warrenville

I.D.O.T. USE ONLY

Butler v. DCC
4163389

At Intersection With RT 59

(Number or Name of Intersecting Highway or Street)

If Not At Intersection

Foot or Miles

(Circle One)

N E S W of

(Nearest Highway, Street, Bridge, Milepost, or Other Landmark)

DRIVER'S NAME Last First M.I.

DATE OF BIRTH MO DAY YR

1. MALE

TAKEN TO

Birch Guy R

02/8/64

2. FEMALE

Edwards Hospital

DRIVER'S ADDRESS

1001 Peyton ST.

CITY/STATE/ZIP/PHONE

Geneva IL, 60134

DRIVER'S LICENSE NUMBER

B620-2966-4039

STATE

CLASSIFICATION

RESTRICTIONS

VEHICLE MAKE

Oldsmobile

MODEL

Delta 88

VEHICLE TYPE

Passenger

YEAR

74

COLOR

Brown

Total Occ. Unit 1

Including Driver

1

TRUCK DATA

NO. OF AXLES

NO. OF TRAILERS

TRAILER WIDTH(S)

TRAILER LENGTH(S)

VEH. LENGTH (FTL)

VEHICLE OWNER

Michale G Wheeler

VEHICLE IDENTIFICATION NO.

3N69K4M146236

VEH. REGIST.

PH908

STATE

IL

OWNER'S ADDRESS

104 Parkchester

CITY/STATE/ZIP/PHONE

Hickgrove Village IL, 60007

VEH. REG. YEAR

3

YEAR

91

VEHICLE REMOVED BY

Toms Towing

VEHICLE REMOVED TO

Warrenville City Garage

1. DRIVEN AWAY

(2) TOWED AWAY

☐ DRIVER'S NAME

Last

☐ PEDESTRIAN

First

☐ PEDALCYCLIST

M.I.

DATE OF BIRTH MO DAY YR

1. MALE

TAKEN TO

DRIVER'S ADDRESS

CITY/STATE/ZIP/PHONE

DRIVER'S LICENSE NUMBER

STATE

CLASSIFICATION

RESTRICTIONS

VEHICLE MAKE

MODEL

VEHICLE TYPE

YEAR

COLOR

Total Occ. Unit 2

Including Driver

TRUCK DATA

NO. OF AXLES

NO. OF TRAILERS

TRAILER WIDTH(S)

TRAILER LENGTH(S)

VEH. LENGTH (FTL)

VEHICLE OWNER

VEHICLE IDENTIFICATION NO.

VEH. REGIST.

STATE

OWNER'S ADDRESS

CITY/STATE/ZIP/PHONE

VEH. REG. YEAR

YEAR

VEHICLE REMOVED BY

VEHICLE REMOVED TO

1. DRIVEN AWAY

2. TOWED AWAY

DAMAGE TO PROPERTY OTHER THAN VEHICLE

NAME OF OWNER OF PROPERTY

DNA

ADDRESS OF OWNER

DNA

NATURE OF DAMAGE

DNA

APPROX. COST TO REPAIR OR REPLACE

DNA

TIME NOTIFIED OF ACCIDENT

TIME ARRIVED AT SCENE

DATE NOTIFIED OF ACCIDENT

DATE REPORT COMPLETED

11:43

PM

1:43

PM

07/11/90

07/11/90

07/11/90

INVESTIGATOR (NAME)

Last

First

M.I.

SECTION NUMBER

TICKET NUMBER

SIGNATURE OF INVESTIGATING OFFICER

ID NUMBER

BEAT/ZONE

COUNT DATE

REVIEWING OFFICER

DATE OF ACCIDENT

MO DAY YR

7/11/90

TIME OF ACCIDENT

11:43

MOTOR VEHICLES 3

INVOLVED

DAY OF THE WEEK

MTWTFSS

CIRCLE POINT OF CONTACT

APPROX. COST TO REPAIR OR REPLACE

☐ UNDER \$250☒ OVER \$250

IF WITNESS, PLACE

IN UNIT NO. BOX

List additional passenger or

witness information on a

separate attached sheet.

CIRCLE POINT OF CONTACT

APPROX. COST TO REPAIR OR REPLACE

☐ UNDER \$250☒ OVER \$250

CODE FOR INJURY

Use only most serious one in

each space for injury.

K Dead before report made.

O No indication of injury.

A Severely bleeding wounds,

distorted member, or had to

be carried from scene.

B Other visible injury as

bruises, abrasions, minor

cuts, swelling, etc.

C No visible injury, limping,

momentary unconsciousness

or complaint of pain.

SEATING IN VEHICLE

ENCLOSED PASSENGERS

CIRCLE ONE

OR MORE

TYPE OF REPORT

1 Conventional

2 Fatal

3 Injury

4 Property Damage

5 Assault

6 Intoxicated/Impaired

7 Supplementary

PASSENGERS AND/OR WITNESSES

NAME Last First M.I.

ADDRESS

CITY STATE

1. M AGE TAKEN TO

2. F

UNIT NO. SEAT POS. SAF. EOPT. TAKEN BY INJ. CO

NAME Last First M.I.

ADDRESS

CITY STATE

1. M AGE TAKEN TO

2. F

UNIT NO. SEAT POS. SAF. EOPT. TAKEN BY INJ. CO

SAFETY EQUIPMENT USE

- 0 UNKNOWN, NOT STATED
- 1 SAFETY BELTS USED
- 2 SAFETY BELTS NOT USED
- 3 HELMET USED
- 4 HELMET PRESENT NOT USED
- 5 CHILD RESTRAINT USED
- 6 CHILD RESTRAINT USED NOT BELTED
- 7 CHILD RESTRAINT PRESENT NOT USED



STATE OF ILLINOIS OFFICE OF THE STATE FIRE MARSHAL
3150 EXECUTIVE PARK DRIVE, SPRINGFIELD, ILLINOIS 62703-4599

ONLY ONE CODE PER FIELD OR SECTION

FIRE INCIDENT REPORT

The OSF is a burning disclosure of the information that is necessary to accomplish the statutory purpose as defined in 65 Rev Stat Chas 1274, Par 6. Disclosure of this information is required. Any officer who neglects to comply with this act shall be guilty of a petty offense. This form has been approved by the State Management Center.

TODD										INCIDENT NO.										EXP NO.										MO.										DAY										YEAR										DAY OF WEEK										ALARM TIME										TIME ARRIVED										IN SERVICE									
D D 3 5 3										0 0 0 4 4 0										0 0 0 7 1 1										9 0										Wednesday										1 4										1 1 1 4 4										1 1 1 4 8										1 3 1 2																			
TYPE OF SITUATION FOUND										TYPE OF ACTION TAKEN										MUTUAL AID																																																																															
Structure Fire <input type="checkbox"/> 11 Outside of Structure Fire <input type="checkbox"/> 12 Vehicle Fire <input checked="" type="checkbox"/> 13										Trees/Brush/Grass Fire <input type="checkbox"/> 14 Refuse Fire <input type="checkbox"/> 15										Extinguishment <input checked="" type="checkbox"/> 1 Investigation Only <input type="checkbox"/> 3										None <input checked="" type="checkbox"/> Received <input type="checkbox"/> 1																																																																					
FIXED PROPERTY USE										IGNITION FACTOR																																																																																									
Not Applicable <input type="checkbox"/> 008 1-Family Dwelling-Year <input type="checkbox"/> 411 2-Family Dwelling-Year <input type="checkbox"/> 414 3-6 Unit Apt/Tenm/Flat <input type="checkbox"/> 422 7-20 Unit Apt/Tenm/Flat <input type="checkbox"/> 423 - 20 Unit Apt/Tenm/Flat <input type="checkbox"/> 424 Resident Parking/Garage <input type="checkbox"/> 881 Vacant Property <input type="checkbox"/> 915 Open Land/Field <input type="checkbox"/> 931										Vacant Lot <input type="checkbox"/> 936 Railroad Right of Way <input type="checkbox"/> 951 Limit Access/Divid Hwy <input type="checkbox"/> 961 Paved Public Street <input checked="" type="checkbox"/> 962 Paved Private St/Way <input type="checkbox"/> 963 Unpaved St/Rd/Path <input type="checkbox"/> 964 Uncovered Parking Area <input type="checkbox"/> 965										Incendary-No Civi Distrb <input type="checkbox"/> 11 Suspicious-No Civi Distrb <input type="checkbox"/> 21 Abandoned Material <input type="checkbox"/> 31 Inadeq Cont/Open Flame <input type="checkbox"/> 34 Child Playing <input type="checkbox"/> 36 Combustl/Too Close Heat <input type="checkbox"/> 46 Part Failure/Leak/Break <input type="checkbox"/> 51										Shrt Crcit/Grnd Fault <input type="checkbox"/> 54 Other Elec Failure <input type="checkbox"/> 55 Lack of Maintenance <input type="checkbox"/> 56 Backfire <input type="checkbox"/> 57 Unattended Operation <input type="checkbox"/> 73 Collision <input checked="" type="checkbox"/> 71																																																																					
CORRECT ADDRESS, CITY										ZIP CODE										CENSUS TRACT																																																																															
Rt. 56 & Rt 59 Warrenville										6 0 5 5 5										0 0 0 8 4 1 1 5																																																																															
OCCUPANT LAST NAME										FIRST NAME										ML										TELEPHONE										ROOM OR APT.																																																											
Procido										William										F.										Unlisted																																																																					
OWNER LAST NAME, FIRST NAME, ML										OWNER ADDRESS, CITY										TELEPHONE																																																																															
Daly Marcie A.										701 Lexington Roselle IL.										unlisted																																																																															
METHOD OF ALARM FROM PUBLIC										CO RESP DIST										SHIFT										# ALARMS																																																																					
Telephone Direct <input checked="" type="checkbox"/> 1 Private Fire Alarm <input type="checkbox"/> 3 Radio <input type="checkbox"/> 4										Direct Verbal Report <input type="checkbox"/> 5 Telephone Tie-Line <input type="checkbox"/> 7										10 0 0										10																																																																					
NO FIRE SERVICE PERSONNEL RESPONDED										NO. ENGINES RESPONDED										NO. AERIAL APPARATUS RESPONDED										NO. OTHER VEHICLES RESPONDED																																																																					
10 1 6										0 0 1										0 0 0										10 0 3																																																																					
NUMBER INCIDENT-RELATED INJURIES										NUMBER INCIDENT-RELATED FATALITIES																																																																																									
FIRE SERVICE 10 0 0										OTHER 0 0 3										FIRE SERVICE 0 0 0										OTHER 10 0 1																																																																					
COMPLEX										MOBILE PROPERTY TYPE																																																																																									
Dwelling <input type="checkbox"/> 41 Apartment <input type="checkbox"/> 42 Shopping <input type="checkbox"/> 58 Farm <input type="checkbox"/> 65 Campsite <input type="checkbox"/> 93										Road <input checked="" type="checkbox"/> 96 No Complex <input type="checkbox"/> 98										Not Applicable <input type="checkbox"/> 08 Automobile <input checked="" type="checkbox"/> 11 Mobile Home <input type="checkbox"/> 17										Truck-Gen Under 1 Ton <input type="checkbox"/> 22																																																																					
AREA OF ORIGIN										EQUIPMENT INVOLVED IN IGNITION																																																																																									
Lounge Area <input type="checkbox"/> 14 Sleep Rm Under 5 People <input type="checkbox"/> 21 Kitchen/Cooking Area <input type="checkbox"/> 24 Trash Area/Container <input type="checkbox"/> 46 Garage/Carport/Storage <input type="checkbox"/> 47										Trans Eqp/Passagr Area <input checked="" type="checkbox"/> 81 Engn Area of Trans Eqp <input type="checkbox"/> 83 Railroad Embankment <input type="checkbox"/> 91 Highway/Public Way/St <input type="checkbox"/> 92 Lawn/Field/Open Area <input type="checkbox"/> 94										Food, Stary Loc Htg Unit <input type="checkbox"/> 13 Portable Local Htg Unit <input type="checkbox"/> 15 Chimney, Gas Vent Flu <input type="checkbox"/> 16 Fixed/Stary Surf Unit <input type="checkbox"/> 21 Open Fire Grill <input type="checkbox"/> 26										Cord, Plug <input type="checkbox"/> 47 Vehicle <input type="checkbox"/> 96 No Equipment Involved <input checked="" type="checkbox"/> 98																																																																					
FORM OF HEAT OF IGNITION										TYPE OF MATERIAL IGNITED										FORM OF MATERIAL IGNITED																																																																															
Spark/Gas Fueled Eqp <input type="checkbox"/> 11 Heat/Gas Fueled Eqp <input type="checkbox"/> 12 Spark/Liq Fueled Eqp <input checked="" type="checkbox"/> 13 Heat/Liq Fueled Eqp <input type="checkbox"/> 14 Short Circuit-Bad Insul <input type="checkbox"/> 23 Short Circuit-Unspec <input type="checkbox"/> 24 Overloaded Eqp <input type="checkbox"/> 27 Cigarette <input type="checkbox"/> 31 Match <input type="checkbox"/> 45										Open Fire <input type="checkbox"/> 47 Backfire From Engine <input type="checkbox"/> 48 Friction <input type="checkbox"/> 51 Reignition/Rekindle <input type="checkbox"/> 55 Property Oper Elec Eqp <input type="checkbox"/> 56 Fireworks <input type="checkbox"/> 63 Lightning Discharge <input type="checkbox"/> 73 Radiated Heat <input type="checkbox"/> 82										Gasoline <input checked="" type="checkbox"/> 23 Fat/Grease (Food) <input type="checkbox"/> 31 Plastic-Unclassified <input type="checkbox"/> 40 Rubber <input type="checkbox"/> 51 Grass/Leaves <input type="checkbox"/> 54 Sawn Wood <input type="checkbox"/> 63 Untreated Paper <input type="checkbox"/> 67 Man-Made Fiber <input type="checkbox"/> 71 Cotton/Rayon <input type="checkbox"/> 72 Multiple Types <input type="checkbox"/> 97										Structural Member <input type="checkbox"/> 17 Upholstered Sofa/Chair <input type="checkbox"/> 21 Electrical Wire <input type="checkbox"/> 61 Fuel <input type="checkbox"/> 65 Growing/Living Form <input type="checkbox"/> 74 Rubbish/Trash <input type="checkbox"/> 75 Cooking Material <input type="checkbox"/> 76 Gas/Liquid From Pipe <input checked="" type="checkbox"/> 86 Multiple Form <input type="checkbox"/> 97																																																																					
Butler v. DCC 4163390																				EA12-005- Chrysler -007323																																																																															

COMPLETE ON ALL INCIDENTS

COMPLETE ON ALL FIRE INCIDENTS

CONTINUED ON REVERSE SIDE

TRAFFIC ACCIDENT REPORT

8940973

Warrenville

POLICE

POLICE ACCIDENT NO.

INCIDENT NUMBER

Sheet 2 of 2 Sheets

ON: Number or Name of Highway or Street
E/B RT 56COUNTY
DuPage

007111143

TOWNSHIP OR CITY
Warrenville

I.D.O.T. USE ONLY

Butler v. DCC
4163389

At Intersection With RT 59

(Number or Name of Intersecting Highway or Street)

If Met At Intersection

Foot or Miles

(Circle One)

N E S W of

(Nearest Highway, Street, Bridge, Milepost, or Other Landmark)

DRIVER'S NAME Last First M.I.

DATE OF BIRTH MO DAY YR

1. MALE

TAKEN TO

Birch Guy R

02/8/64

2. FEMALE

Edwards Hospital

DRIVER'S ADDRESS

1001 Peyton ST.

CITY/STATE/ZIP/PHONE

Geneva IL, 60134

DRIVER'S LICENSE NUMBER

B620-2966-4039

STATE

CLASSIFICATION

RESTRICTIONS

VEHICLE MAKE

Oldsmobile

MODEL

Delta 88

VEHICLE TYPE

Passenger

YEAR

74

COLOR

Brown

Total Occ. Unit 1

Including Driver

1

TRUCK DATA

NO. OF AXLES

NO. OF TRAILERS

TRAILER WIDTH(S)

TRAILER LENGTH(S)

VEH. LENGTH (FTL)

VEHICLE OWNER

Michale G Wheeler

VEHICLE IDENTIFICATION NO.

3N69K4M146236

VEH. REGIST.

PH908

STATE

IL

OWNER'S ADDRESS

104 Parkchester

CITY/STATE/ZIP/PHONE

Elk Grove Village IL, 60007

VEH. TRC

3

YEAR

91

VEHICLE REMOVED BY

Toms Towing

VEHICLE REMOVED TO

Warrenville City Garage

1. DRIVEN AWAY

(2) TOWED AWAY

☐ DRIVER'S NAME

Last

☐ PEDESTRIAN

First

☐ PEDALCYCLIST

M.I.

DATE OF BIRTH MO DAY YR

1. MALE

TAKEN TO

DRIVER'S ADDRESS

CITY/STATE/ZIP/PHONE

DRIVER'S LICENSE NUMBER

STATE

CLASSIFICATION

RESTRICTIONS

VEHICLE MAKE

MODEL

VEHICLE TYPE

YEAR

COLOR

Total Occ. Unit 2

Including Driver

TRUCK DATA

NO. OF AXLES

NO. OF TRAILERS

TRAILER WIDTH(S)

TRAILER LENGTH(S)

VEH. LENGTH (FTL)

VEHICLE OWNER

VEHICLE IDENTIFICATION NO.

VEH. REGIST.

STATE

OWNER'S ADDRESS

CITY/STATE/ZIP/PHONE

VEH. TRC

YEAR

VEHICLE REMOVED BY

VEHICLE REMOVED TO

1. DRIVEN AWAY

2. TOWED AWAY

DAMAGE TO PROPERTY OTHER THAN VEHICLE

NAME OF OWNER OF PROPERTY

DNA

ADDRESS OF OWNER

DNA

NATURE OF DAMAGE

DNA

APPROX. COST TO REPAIR OR REPLACE

DNA

TIME NOTIFIED OF ACCIDENT

TIME ARRIVED AT SCENE

DATE NOTIFIED OF ACCIDENT

DATE REPORT COMPLETED

11:43

PM

1:43

PM

07/11/90

07/11/90

90

INVESTIGATOR (NAME)

Last

First

M.I.

SECTION NUMBER

TICKET NUMBER

SIGNATURE OF INVESTIGATING OFFICER

ID NUMBER

BEAT/ZONE

COUNT DATE

REVIEWING OFFICER

DATE OF ACCIDENT

MO DAY YR

7/11/90

TIME OF ACCIDENT

11:43

MOTOR VEHICLES 3

INVOLVED

DAY OF THE WEEK

MTWTFSS

CIRCLE POINT OF CONTACT

APPROX. COST TO REPAIR OR REPLACE

☐ UNDER \$250☒ OVER \$250

IF WITNESS, PLACE

IN UNIT NO. BOX

List additional passenger or

witness information on a

separate attached sheet.

CIRCLE POINT OF CONTACT

APPROX. COST TO REPAIR OR REPLACE

☐ UNDER \$250☒ OVER \$250

CODE FOR INJURY

Use only most serious one in

each space for injury.

K Dead before report made.

O No indication of injury.

A Severely bleeding wounds,

distorted member, or had to

be carried from scene.

B Other visible injury as

bruises, abrasions, minor

cuts, swelling, etc.

C No visible injury, limping,

momentary unconsciousness

or complaint of pain.

SEATING IN VEHICLE

ENCLOSED PASSENGERS

CIRCLE ONE

OR MORE

TYPE OF REPORT

1 Conventional

2 Fatal

3 Injury

4 Property Damage

5 Assault

6 Intoxication/Impaired

7 Supplementary

PASSENGERS AND/OR WITNESSES

NAME Last First M.I.

ADDRESS

CITY STATE

1. M AGE TAKEN TO

2. F

UNIT NO. SEAT POS. SAF. EOPT. TAKEN BY INJ. CO

NAME Last First M.I.

ADDRESS

CITY STATE

1. M AGE TAKEN TO

2. F

UNIT NO. SEAT POS. SAF. EOPT. TAKEN BY INJ. CO

SAFETY EQUIPMENT USE

0. UNKNOWN, NOT STATED
1. SAFETY BELTS USED
2. SAFETY BELTS NOT USED
3. HELMET USED
4. HELMET PRESENT NOT USED
5. CHILD RESTRAINT USED
6. CHILD RESTRAINT USED NOT BELTED
7. CHILD RESTRAINT PRESENT NOT USED

MATTER #	01-2681
FILE TYPE	Lawsuit
FILE NAME	[REDACTED]
CAIR #	
DATE OF INCIDENT	07/11/1990
DATE OF NOTICE	09/07/1990
MODEL/MODEL YEAR	1987 Jeep Cherokee (XJ)
VIN	1JCMR7833HT [REDACTED]
MILEAGE	
OWNER	[REDACTED] [REDACTED] Roselle, IL [REDACTED]
COURT	Circuit Court, Cook County, IL
DOCKET #	92L07772
FIRE ALLEGED	Yes
DESCRIPTION	<p>On July 11, 1990, a 1987 Jeep Cherokee (XJ) operated by [REDACTED], was travelling on Rte. 56 near the intersection with Rte. 59 in Warrenville, Illinois. According to legal pleadings filed in subsequent litigation regarding the accident, the Jeep Cherokee (XJ) was stopped for the traffic signal at the intersection of Rte. 59 and was struck in the rear by a 1972 Mercedes 220, operated by [REDACTED]. The police accident report reflects that, as a result of the impact, the Jeep Cherokee (XJ) impacted the right side of a 1974 Oldsmobile Delta 88. The police accident report does not reflect a posted speed limit for Rte. 56 at the site of the accident or an estimate of the speed of the Mercedes at the time of impact. A fire report prepared by the Illinois State Fire Marshall reflects that a fire occurred in the Jeep Cherokee (XJ).</p>
PROPERTY DAMAGE ALLEGED	No
INJURIES	2
FATALITIES	1
ANALYSIS	<p>The 1987 Jeep Cherokee (XJ) has not been inspected. Chrysler Group has obtained a police accident report and fire report. Chrysler Group has limited information regarding this accident and, therefore, is unable to determine a likely relative impact velocity of the Mercedes 220 with the rear of the Jeep Cherokee (XJ). Because it has not inspected the Jeep Cherokee (XJ), Chrysler Group is unable to confirm that, as a result of the impact, the fuel tank ruptured or that the origin of the fire was at the fuel tank.</p>

