

## Action Detail

VIN: 1FTYR10C41F	Year: 2001	Model: RANGER	Case: 629423213
Name: [REDACTED]	Owner Status: Subsequent	WBD: 2001-08-16	
Symptom Desc: TIRES&WHEELS WHEEL COVERS		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJUR		Secondary Phone: [REDACTED]	
Issue Type: D7 LEGAL	Issue Status: OPEN	Dealer: MAXWELL FORD	
Origin Desc: US CONCERN CASE BASE		P & A Code: 02929	
Action Desc: INJURY; ADVISE CUST INFORMATION WILL BE FORWARDED TO CONSUMER AFF			
Odometer: 31000 MI	Comm Type: PHONE		
Action Date: 11/17/2003	Action Time: 17:28:06:767	Action Data: No	
Analyst Name: TRICIA HARBAJAN	Analyst: THARBAJA		

COMMENTS: CUSTOMER SAYS: =I TOOK MY VEH IN FOR RECALL WORK ON THE SEATBELTS AT MAXWELL FORD- =I WAS INVOLVED IN AN ACCIDENT AND MY SEATBELT FAILED AND I WAS EJECTED OUT THROUGH THE REAR WINDOW OF TRUCK  
 \*\*ACCIDENT REPORT\*\* =ACCIDENT OCCURED ON NOV 15/2003  
 =THE SEAT BELT DID NOT WORK CAUSING CUSTOMER TO BE EJECTED FROM THE TRUCK 15-20 FEET AWAY FROM THE VEH  
 =CUSTOMER WAS UNCONSCIOUS WHEN FOUND APPROX 30 MINUTES AFTER THE ACCIDENT =ACCIDENT OCCURED 3 MILES OUTSIDE OF DROOPINGS SPRINGS =IT WAS RAINING AND THE VEH HYDROPLANNED =CUSTOMER WAS NOT SURE IF A POLICE REPORT WAS FILED AS SHE WAS UNCONSCIOUS =CUSTOMER ONLY HAD LIABILITY INSURANCE ON VEH PER CUSTOMER, DEALER SAYS: MAXWELL FORD 78745 CAG ADVISED: - THIS INFORMATION WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS. INFERENCE CASE ID: 5341

*Nov 15 @ 7:00am  
 - She was hospitalized  
 was airlifted  
 broke her leg - stitches  
 had to be pinned back  
 together*

SFCHADMA

Action Detail

12/11/01 08:26:09

=>

VIN: 1FTYR10CS1T [REDACTED] Year: 2001 Model: RANGER  
 Owner Status: ORIGINAL WSD: 01/09/01  
 Name: [REDACTED] Hm Ph: [REDACTED]  
 Trmt: [REDACTED] Case: 1389852181 Day Ph: [REDACTED]  
 Symptom Desc: RESTRAINTS FRONT BELT- MANUAL, LACK OF REST  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY  
 Dealer: COVINGTON FORD-MERCURY INC  
 Issue Type: 07 LEGAL Issue Status: O OPEN  
 Comm Type: PH PHONE Odometer Reading: 14000 MI  
 Analyst: ATHOMP22 ANTHONY THOMPSON Document Number:  
 Action Date: 12/10/01 Action Data: Action Time: 08:38:52 EST  
 Origin Desc: US CONCERN CASE BASE  
 Action Desc: INJURY; ADVISE CUST INFORMATION WILL BE FORWARDED TO CONSUME  
 Comments: CUSTOMER SAYS: CALLER SAYS THEY HAD THE VEH TO THE DLRSH  
 FOR RECALL 01S21 - SEAT BELT; CALLER SAYS THE DLRSH SAID IT  
 WAS FINE; CALLER SAYS HER HUSBAND WAS INVOLVED IN AN ACCIDE  
 NT ON DEC. 3/01; CALLER SAYS THE SEAT BELTS DID NOT HOLD (CA  
 ME APART WHERE IT BUCKLES IN); CALLER SAYS HER HUSBAND WAS I  
 N THE HOSPITAL FOR 3 DAYS (2 DAYS IN INTENSIVE CARE); CALLER

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

LPREL90

[REDACTED]

[REDACTED]

*Social Credit*

[REDACTED]

SFCHADMA

Action Detail

12/11/01 08:26:14

==>

VIN: 1FTYR10C51T [REDACTED] Year: 2001 Model: RANGER  
 Owner Status: ORIGINAL WSD: 01/09/01  
 Name: [REDACTED] Hm Ph: [REDACTED]  
 Trmt: [REDACTED] Case: 1389852181 Day Ph: [REDACTED]  
 Symptom Desc: RESTRAINTS FRONT BELT- MANUAL LACK OF REST  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY  
 Dealer: COVINGTON FORD-MERCURY INC  
 Issue Type: 07 LEGAL Issue Status: O OPEN  
 Comm Type: PH PHONE Odometer Reading: 14000 MI  
 Analyst: ATHOMP22 ANTHONY THOMPSON Document Number:  
 Action Date: 12/10/01 Action Data: Action Time: 08:38:52 EST  
 Origin Desc: US CONCERN CASE BASE  
 Action Desc: INJURY; ADVISE CUST INFORMATION WILL BE FORWARDED TO CONSUME  
 Comments: N THE HOSPITAL FOR 3 DAYS (2 DAYS IN INTENSIVE CARE); CALLER  
 SAYS THAT HER HUSBAND FELL ASLEEP AND HIT AN EMBANKMENT; CA  
 LLER SAYS HER HUSBAND'S HEAD HIT THE WINDSHIELD; ACCIDENT HA  
 PPENED IN TENN.; POLICE REPORT WAS FILED WITH BRADLEY CTY. S  
 HERIFF'S DEPT.; INSURANCE CO. HAS BEEN CONTACTED; VEH IS AT  
 THE TOW SERVICES YARD PER CUSTOMER, DEALER SAYS: NONE CA

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

LPREL90

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA  
CIVIL ACTION

[Redacted]

Plaintiff,

v.

TAMIAMI FORD, INC.,

Defendant.

CASE NO. 04-1579-CA

COPY

COMPLAINT AND DEMAND FOR JURY TRIAL.

The Plaintiff [Redacted] by and through her undersigned attorney, and sues the Defendant, Tamiami Ford, Inc., and alleges that:

1. That this is an action for damages that is in excess of Fifteen Thousand Dollars (\$15,000.00);
2. The Defendant is a corporation actively involved in the sale, delivery and maintenance of cars in Collier County, Florida

COUNT 1

3. The Plaintiff realleges and adopts paragraphs 1 through 2 and makes them part of Count 1.
4. The products involved in this action are a seat belt and airbag.
5. Plaintiff is the user and consumer of the product. On or about July 2, 2002, Plaintiff was in a motor vehicle accident where her seat belt did not hold and her airbag did not open.
6. In March, 2002 Plaintiff received a letter from Ford Motor Company's Vehicle Service and Programs recalling her vehicle for seat belt buckle retention. (A copy of this letter is attached hereto and marked Exhibit "A").
7. On or about May 6, 2002 Plaintiff brought her vehicle to Defendant, whereas both front seat belts were tested and were "ok". (A copy of the invoice is attached hereto and marked as Exhibit "B").

Post-Net Fax Note	7871	Date	1 of 1 pages
[Redacted]		From	Neil
		Co.	
Co./Dept.		Phone #	
Phone #		Fax #	
Fax #			

8. The product was used for the reasonably foreseeable purpose for which such product is ordinarily used in that this device was installed in the Plaintiff's vehicle for highway safety.

9. The product was in unreasonably safe condition in that it was not fit for its intended use and it was in defective condition. The product was the proximate cause of injuries to the Plaintiff in that on or about July 2, 2002, the Plaintiff was in a motor vehicle accident and her air bag did not open and her seat belt did not hold causing permanent and irreparable damage to the Plaintiff.

10. As a permanent and proximate result of the defective condition of the Defendant's product, Plaintiff has incurred medical care and attention to the injuries suffered by Plaintiff, including physicians fee, medical expenses, and will incur both great physical pain and suffering, and great mental pain and suffering, and will continue to suffer for the rest of his life.

11. As a further proximate result of the defective condition, of Defendant's product, the Plaintiff has costs incurred.

12. Plaintiff has obtained the Law Firm of Steinberg & Linn, P.A., to represent the Plaintiff in the action, and has agreed to pay the firm a reasonable attorney's fees and costs.

WHEREFORE, Plaintiff [redacted], prays for judgment against the Defendant, ~~Ford Motor~~ Ford, Inc., in an amount in excess of \$15,000.00 together with interest as the Court deems proper, costs, attorney fees, expert witness fees and such other and further relief as the Court may deem just and proper in the premises.

**PLAINTIFF HEREBY DEMANDS TRIAL BY JURY.**

SIGNED this 24<sup>th</sup> day of March, 2004.

STEINBERG & LINN, PA  
Attorneys for the Plaintiff  
2650 Airport Road, Suite "C"  
Naples, Florida 34112  
(239) 793-4000

\_\_\_\_\_  
Mark A. Steinberg  
Florida Bar No. 323816

BEGINNING OF CONTACT

10/01/2003

MASTER OWNER RELATIONS SYSTEM III

07.49.55

=====

REGION: 23 MEMPHIS	INQUIRY ISSUE	CASE NBR: 0560321431
VIN: 1PTZF17261M	ZONE: C2	OPENED: 09/30/2003
	ENGINE: 2 VEH TYPE: T	CLOSED: 09/30/2003

=====

LAST NAME:	[REDACTED]	FIRST NAME:	[REDACTED]	STATUS:	CLOSED
TITLE:	[REDACTED]	MI:	[REDACTED]		
ADDRESS:	[REDACTED]				
CITY:	KAPLAN	STATE:	LA	ZIP:	[REDACTED]
HOME PHONE:	[REDACTED]				
MODEL YEAR:	2001	MODEL:	F150 4X2 STYLESIDE PICKUP		
MILEAGE:	38000				
DEALER NAME:	ACADIANA FORD, INC	SALES CODE:	F23270	P & A:	06462
REASON CODE:	0703 LEGAL - ALLEGED SERIOUS INJURY				
SYMPTOMS:	104250 RESTRAINTS FRONT BELT- MANUAL FUNCTION				

=====

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE  
 ACTION: 705 - CONTACT ADVANCED TO OGC  
 DOCUMENT: ANALYST: PREHANA  
 ACTION DATA/COMMENTS:

2003/09/30

12.20.59 CUSTOMER SAID: = RECEIVED A RECALL NOTICE REG SEAT BELT = CU  
 ST TOOK VEH TO DLRSHIP = WAS ADVISED THAT SEAT BELT WAS OK AT  
 THAT TIME  
 = CUST HAS PAPERWORK FROM DLRSHIP STATING THAT SEA  
 T BELT WASN'T CHANGED  
 = CUST THEN GOT IN AN ACCIDENT AND SE  
 ATBELT CAME UNDONE AND CUST WENT INTO WINDSHIELD  
 = CUST NOW  
 HAVING NECK PROBLEMS AND WITH SEEING WITH HIS LEFT EYE  
 = DAT  
 E OF ACCIDENT WAS SEPT 13TH/03  
 = CUST ALLEDGING THE DRIVER'S  
 SIDE FRONT SEAT BELT DIDN'T WORK AND CAME UNDONE WHEN HE WA  
 S IN AN ACCIDENT  
 = ACCIDENT CONSISTED OF CUST HITTING A DITC  
 H AVOIDING A HEADON ACCIDENT  
 = VEH LOCATION WHEN ACCIDENT OC  
 CURRED WAS WOODLAWN RD  
 = POLICE REPORT WAS FILED BUT NOTHING  
 ABOUT SEATBELT IN REPORT  
 = FINDINGS OF REPORT NOT KNOWN BY  
 CUST AS HE NEVER LOOKED AT REPORT  
 = CUST DOESN'T KNOW POLICE  
 REPORT NUMBER EITHER  
 = REPORT WAS FILED IN VERMILION PARIS  
 H IN LOUISIANA  
 = CLAIM HAS FILED A CLAIM WITH INSURANCE AND I  
 NSURANCE CO PAYING FOR VEH REPAIRS  
 = VEH IS REPAIRABLE  
 = CUS  
 T SEEKING HIS NEXT STEPSDEALER SAID: HUB CITY FORD  
 2909 NW  
 EVANGELINE THRUWAY  
 LAFAYETTE, LA 70507  
 DISTANCE: 27 MILES  
 TEL: (337) 233-4500  
 = CHECKED IT AND SEAT BELT WAS OKCRC ADV

BEGINNING OF CONTACT  
10/21/2003

MASTER OWNER RELATIONS SYSTEM III

05.47.18

=====

REGION:	INQUIRY ISSUE	CASE NBR:	0560321431
VIN: 3FTZF17261M	ZONE:	OPENED:	10/20/2003
	ENGINE: 2	CLOSED:	10/20/2003
	VEH TYPE: T		

=====

LAST NAME:		FIRST NAME:		STATUS:	CLOSED
TITLE:		MI:			
ADDRESS:					
CITY:	KAPLAN	STATE:	LA	ZIP:	
HOME PHONE:					
MODEL YEAR:	2001	MODEL:	F150 4X2 STYLESIDE PICKUP		
MILEAGE:	39000				
DEALER NAME:		SALES CODE:		P & A:	
REASON CODE:	0703 LEGAL - ALLEGED SERIOUS INJURY				
SYMPTOMS:	104350 RESTRAINTS BELT ACCESSORY FUNCTION				

=====

ORIGIN: CAC138 - US CONCERN CASE BASE COMMUNICATION: PHONE  
ACTION: 705 - CONTACT ADVANCED TO OGC  
DOCUMENT: ANALYST: SDUNKLE2 DUNKLEY SIAM  
ACTION DATA/COMMENTS:

2003/10/20  
13.59.40

CUSTOMER SAID: CUST IS CALLING BECAUSE SOMEONE WAS SUPPOSED TO CONTACT HIM FROM FORD LEGAL DEPT BUT THEY DID NOT ==CUS T REPORTED THE ACCIDENT AND SEATBELT ISSUE TO A PREVIOUS REP AND SHE SAID SOMEONE WILL CONTACT HIM==HE HAS BEEN WAITING FOR A WHILE FOR THEM TO CALL HIM

DEALER SAID: NONE

CRC ADVIS

ED: - I WILL FORWARD THIS INFORMATION TO OUR FORD LEGAL DEPARTMENT. SOMEBODY WILL CONTACT YOU IN 7- 10 BUSINESS DAYS.

OCT 21 2003

CONSUMER AFFAIRS

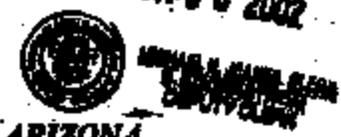
10/21/2003 MMFAXPRG

R004-011 0007

1 Marshall Meyers  
2 KROHN & MOSS, LTD.  
3 111 W. Monroe, Ste. 1124  
4 Phoenix, AZ 85003  
5 (602) 275-5588  
6 Attorney #020584

COPY

JUN 08 2002



7  
8 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA,**  
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 [REDACTED]

CV2002-010863

11  
12  
13  
14 Plaintiff,

15  
16  
17 vs.

No.

18  
19 FORD MOTOR COMPANY,

BREACH OF WARRANTY

20  
21  
22 Defendant.

23  
24 **COMPLAINT**

25  
26 NOW COMES THE Plaintiff [REDACTED] by and through attorneys  
27 KROHN & MOSS, LTD., complaining against the Defendant FORD MOTOR COMPANY, and  
28 affirmatively stating as follows:

29 **PARTIES**

30 1. Plaintiff, [REDACTED] ("Plaintiff"), is an individual who was at all  
31 times relevant hereto residing in the State of Arizona.

32 2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign  
33 corporation authorized to do business in the State of Arizona, County of Maricopa, and is  
34 engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and  
35 services. Manufacturer is also in the business of marketing, supplying and selling written  
36 warranties to the public at large through a system of authorized dealerships, including Bell Ford

1 Inc. ("Dealer"). Manufacturer does business in all counties of the State of Arizona, including  
2 Maricopa County.

### 3 BACKGROUND

4 3. On or about February 27, 2001, Plaintiff purchased/leased from Dealer a 2001  
5 Ford Ranger ("Ranger") manufactured and distributed by Manufacturer, Vehicle Identification  
6 No. 1FTYR10E11E [REDACTED] for valuable consideration. (See Retail Installment Contract,  
7 attached as Exhibit "A.")

8 4. The total sales/lease price of the Ranger according to the sales/lease contract was  
9 \$20,140.40.

10 5. In consideration for Plaintiff's purchase/lease of the Ranger, Manufacturer issued  
11 and supplied to Plaintiff its written warranty, which included three (3) year or thirty six thousand  
12 (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the  
13 Manufacturer's New Vehicle Warranty booklet.

### 14 BREACH

15 6. On or about February 27, 2001, Plaintiff took possession of the Ranger and  
16 shortly thereafter experienced various defects and non-conformities within the Ranger that  
17 substantially impair its use, value and/or safety to Plaintiff.

18 7. Said defects and non-conformities include, but are not limited to:

- 19 a. Defective engine, as evidence by persistent belt failure;
- 20 b. Defective passenger seat belt; and,
- 21 c. Any and all additional defects complained of by Plaintiff and contained on the  
22 repair invoices from Defendant's authorized dealership network, including  
23 those arising after the filing of this Complaint.

1           8. Pursuant to the terms of Manufacturer's warranty, Plaintiff delivered the Ranger  
2 to Dealer and/or an authorized service dealer of Manufacturer numerous times for repair.

3           9. Plaintiff avers the Ranger has been in for repair on at least five (5) occasions and  
4 that the defects within the Ranger remain uncorrected.

5           10. The existence of said defects, coupled with Manufacturer's failure to correct said  
6 defects, violate the terms of Manufacturer's express warranty to Plaintiff and also violate the  
7 implied warranty of merchantability.

8           11. Plaintiff avers that as a result of the ineffective repair attempts made by  
9 Manufacturer through its authorized dealership network, the Ranger cannot be utilized for  
10 personal, family and household use as intended by Plaintiff at the time of acquisition.

11           12. Plaintiff provided Manufacturer, through its authorized dealership network,  
12 sufficient opportunities to repair the Ranger.

13           13. After a reasonable number of attempts to cure the defects in Plaintiff's Ranger,  
14 Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's  
15 warranty.

16           14. Said defects, which could not have reasonably been discovered by Plaintiff prior  
17 to Plaintiff's acceptance of the Ranger, have substantially impaired the value of the Ranger to  
18 Plaintiff and have justifiably caused Plaintiff to lose confidence in the Ranger's safety and  
19 reliability.

20           15. Plaintiff relied on Defendant's product advertisements, written, verbal, electronic  
21 and/or otherwise, when deciding to purchase the subject vehicle.

22           16. As a result of these defects, Plaintiff revoked acceptance of the Ranger in writing  
23 on April 24, 2002. See Notice Letter, attached hereto as Exhibit "B."

1 17. At the time of revocation, the Ranger was in substantially the same condition as at  
2 delivery except for damage caused by its own defects and ordinary wear and tear.

3 18. Defendant refused Plaintiff's demand for revocation and has refused to provide  
4 Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

5 19. The Ranger remains in a defective and unmerchantable condition, and continues  
6 to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

7 20. Plaintiff has been and will continue to be financially damaged due to  
8 Manufacturer's intentional, reckless, wanton and negligent failure to comply with the provisions  
9 of its express warranty and its failure to provide Plaintiff with a merchantable Ranger.

10 **COUNCI**  
11 **BREACH OF WRITTEN WARRANTY**  
12 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
13 **MANUFACTURER**  
14

15 21. Plaintiff re-alleges paragraphs 1-20 of this complaint.

16 22. Plaintiff is a purchase/lessee of a consumer product who received the Ranger  
17 during the duration of a written warranty period applicable to the Ranger and who is entitled by  
18 the terms of the written warranty to enforce against Manufacturer the obligations of said  
19 warranty.

20 23. Manufacturer is a person engaged in the business of making a consumer product  
21 directly or indirectly available to Plaintiff.

22 24. Dealer is an authorized dealership/agent of Manufacturer designated to perform  
23 repairs on vehicles under Manufacturer's automobile warranties.

1           25.    The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq.  
2 ("Warranty Act") is applicable to Plaintiff's Complaint in that the Ranger was manufactured,  
3 sold and acquired after July 4, 1975, and costs in excess of ten dollars (\$10.00).

4           26.    Plaintiff's purchase/lease of the Ranger was accompanied by a written factory  
5 warranty for any nonconformities or defects in material or workmanship, comprising an  
6 undertaking in writing in connection with the purchase/lease of the Ranger to repair or replace  
7 defective parts, or take other remedial action free of charge to Plaintiff with respect to the Ranger  
8 in the event that the Ranger failed to meet the specifications set forth in Manufacturer's  
9 warranty.

10          27.    Manufacturer's warranty was the basis of the bargain of the contract between the  
11 Plaintiff and Manufacturer for the sale/lease of the Ranger to Plaintiff.

12          28.    Said purchase/lease of Plaintiff's Ranger was induced by, and Plaintiff relied  
13 upon, Manufacturer's written warranty.

14          29.    Plaintiff has met all obligations and preconditions as provided in Manufacturer's  
15 written warranty.

16          30.    As a direct and proximate result of Manufacturer's failure to comply with its  
17 written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C.  
18 §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable  
19 relief.

20          31.    Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss  
21 Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against  
22 Manufacturer.

23               WHEREFORE, Plaintiff prays this Court Orders Manufacturer to:

- 1 a. Repurchase the subject vehicle and return all monies paid towards the subject vehicle;
- 2 b. Pay diminution in value of the vehicle as well as all incidental and consequential
- 3 damages incurred;
- 4 c. Pay all reasonable attorneys' fees, witness fees and all court costs and other fees
- 5 incurred pursuant to 15 U.S.C. §2310 (d) (2); and
- 6 d. Provide such other and further relief that the Court deems just and appropriate.

7 **COUNT II**  
8 **VIOLATION OF THE ARIZONA MOTOR VEHICLES WARRANTIES ACT**

9  
10 32. Plaintiff re-alleges paragraphs 1-20 of this complaint.

11 33. Plaintiff is a "consumer" as defined by A.R.S. 44-1261 (1).

12 34. Plaintiff reported the defects and non-conformities within the Ranger to  
13 Manufacturer within the earlier of two (2) years or twenty-four thousand (24,000) miles after  
14 taking original delivery of the Ranger from Dealer.

15 35. The same defects and non-conformities have been subject to repair four (4) or  
16 more times during the shorter of the express warranty term or two (2) years or twenty-four  
17 thousand (24,000) miles following the original delivery of the Ranger to Plaintiff and continue to  
18 exist and/or Plaintiff's vehicle has been out of service by reason of repair for thirty (30) or more  
19 days during the shorter of the express warranty term or two (2) years or twenty-four thousand  
20 (24,000) miles following the original delivery of the Ranger to Plaintiff.

21 36. Plaintiff has brought this action within the earlier of six (6) months after the  
22 expiration of the warranty or two (2) years or twenty-four thousand (24,000) miles after taking  
23 original delivery of the Ranger.



IN THE DISTRICT COURT OF PITTSBURG COUNTY  
STATE OF OKLAHOMA

FILED  
JUL 13 2 31

[REDACTED] Individually, and )  
[REDACTED] Individually, )  
Plaintiffs, )  
vs. )  
FORD MOTOR COMPANY, a Delaware )  
corporation; EUFAULA FORD, INC., )  
an Oklahoma corporation; and )  
JASON A. MORRIS. Individually, )  
Defendants. )

Case No. CJ-2004- 04 11 4

PETITION

PLAINTIFFS STATE:

1. Plaintiffs are citizens of the State of Oklahoma at the time of the filing of this action.
2. Defendant, Jason A. Morris is a citizen of the State of Oklahoma at the time of the filing of this action.
3. Defendants, Ford Motor Company and Eufaula Ford, Inc., are organized and existing under the laws of the States of Delaware and Oklahoma, respectively, with their principal places of business in the States of Michigan and Oklahoma, respectively, at the time of the filing of this action.
4. Defendant, Ford Motor Company, may be served with summons as follows:  
by serving Registered Agent: C T Corporation System, Kentucky Home Life Bldg., Louisville, KY 40202.  
Defendant, Eufaula Ford, Inc. may be served with summons as follows:  
by serving Registered Agent: Brian J. Speligene, Selmon Rd. & 6th Street, Eufaula, OK 74432.  
Defendant, Jason A. Morris, may be served with summons as follows:

by serving him personally at: HCR 75 Box 608, Haywood, OK 74561.

5. Defendants, Jason A. Morris and Eufaula Ford, Inc. committed acts of negligence in this state of territory resulting in the incident and damages complained of herein.

6. Defendant, Ford Motor Company, committed acts of negligence outside the state or territory resulting in the incident and damages complained of herein occurring within this state.

7. Defendants, Ford Motor Company and Eufaula Ford, Inc., designed, distributed, furnished, leased and/or sold in a national marketing scheme a defective product which foreseeably found its way into this State resulting in the incident and damages complained of here in occurring within this state.

8. Jurisdiction over the Defendant, Jason A. Morris, is proper in this County and the Co-Defendants, Ford Motor Company and Eufaula Ford, Inc., are joint tortfeasors with such Defendant.

9. The incident complained of occurred within this County.

10. The incident complained of occurred on or about September 29, 2003.

11. The incidents complained of herein occurred in the following manner: Plaintiff, [REDACTED]

[REDACTED] was driving her 2001 Ford Excursion when she came upon a school bus loading children. She stopped, waiting for clearance, when Jason A. Morris, failed to stop and rear-ended [REDACTED] pushing her vehicle into a ditch. The driver's seat back broke upon impact, causing serious and permanent injuries to [REDACTED].

12. The Plaintiff [REDACTED] first had reason to suspect after the exercise of reasonable diligence that such Plaintiff has been damaged by the acts described herein on or about September 29, 2003.

13. The incident complained of herein occurred at or near the following location: East bound lane on United States Highway 270, at Firestone Road, City of Arpela, Pittsburg County, State of Oklahoma.

14. The individual who received personal injuries as a result of the acts complained of herein is [REDACTED].

15. The physical injuries of [REDACTED] consist of the following: the muscles, tendons, ligaments, bony structures, nerve centers, blood vessels and soft tissues of such person(s) body were pulled, torn, strained, traumatized, and their functions permanently impaired.

Additional injuries are as follows:

Fracture of C6 and C7, tetraplegia.

These injuries are permanent, consciously painful, progressive and disfiguring, and Plaintiff [REDACTED] has been damaged in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00) for such injuries, for past and future medical bills, past and future physical and mental pain and suffering, past and future disability and disfigurement, past and future loss of enjoyment of life, and past and future loss of earnings.

16. The acts of the Defendants herein proximately caused and contributed to the injuries and damages complained of herein.

17. The injuries and damages complained of herein were a result of the acts of Defendants, Ford Motor Company and Eufaula Ford, Inc., as follows:

A. Defendants, Ford Motor Company and Eufaula Ford, Inc., breached the following duties under manufacturers' products liability, and committed the following acts of negligence which violated the customary and usual procedures generally recognized

and accepted in Defendants' industry and which violated industry standards:

B. The product referred to below was defective in its condition, design, and/or manufacture when it was placed in the normal channels of commerce as follows:

- (1) Plaintiffs contend that the seats of such product did not contain adequate structural integrity to withstand the foreseeable forces which would be exerted upon it during foreseeable conditions resulting in its breaking loose from its attachments.
- (2) Plaintiffs contend that the vehicle was not adequately designed to foreseeably withstand rear-end crashes without causing injury to occupants of the vehicle.
- (3) Plaintiffs contend that the occupant's seat and seat backs were not adequately designed to withstand foreseeable crashes without failing and causing injury to occupants of the vehicle.
- (4) Plaintiffs contend that the vehicle had inadequate occupant interior padding and a lack of and/or inadequate airgap padding.
- (5) Plaintiffs contend such vehicle as designed and manufactured violated Federal Motor Vehicle Safety Standard 208.
- (6) Plaintiff(s) contend(s) that the vehicle was not designed and manufactured in such a manner so to prevent a belted occupant from receiving serious disabling injuries during foreseeable crash forces.
- (7) Plaintiff(s) contend(s) that such seatbelt, as designed and manufactured, violated Federal Motor Vehicle Safety Standard 209 in that it did not lock up within the 1" required by such Standard.

- (8) Plaintiff(s) contend(s) that the centrifugal locking system of such seatbelt, as designed and manufactured was defective in that it did not lock up within 1" as required by Federal Motor Vehicle Safety Standard 209.
- (9) Plaintiff(s) contend(s) that the seatbelt was defective in that it did not have a proper housing to ensure proper positioning at all times of the locking pawl when installed and/or reinstalled.
- (10) Plaintiff(s) contend(s) that the vehicle did not contain adequate structural integrity to withstand the foreseeable force which would be exerted upon it in a foreseeable crash.
- (11) Plaintiff(s) contend(s) that the seatbelt retractor system itself was defective as it can deform under foreseeable crash forces.
- (12) Plaintiff(s) contend(s) the seatbelt latching and release mechanism is defective as designed as it can release as a result of foreseeable impact and other forces during foreseeable crashes.
- (13) Plaintiff(s) contend(s) that the seat belt restraint system was defective in that it would not remain on the pelvis during all foreseeable collisions in violation of Federal Motor Vehicle Safety Standard 209, Section S4.1(e)(f)(g).

- C. The product was negligently designed as stated above.
- D. There was inadequate testing and inspection of the product prior to its release.
- E. There were no adequate warnings or instructions placed on the product or that accompanied the product, which were communicated to the user as to the proper manner of use of such product or dangers associated with the use of such product.

- F. Defendants failed to exercise their post-sale duty to warn of such dangers or to modify their product to eliminate such hazards.
- G. Defendants violated generally recognized and accepted industry standards in the design and/or manufacture of the product.
- H. Such Defendants breached their express warranties in that such product was reported in advertising, literature, and manuals as being safe when it was not.
- I. The description of the product is as follows:

2001 Ford Excursion XLT

VIN #1FMNU40LX [REDACTED]

For the above reasons, said product was unreasonably dangerous beyond the contemplation of the average user.

- J. Defendants failed to exercise their duty under Section 577.7 of the Federal Motor Vehicle Safety Standards, which requires a manufacturer of motor vehicles or replacement equipment to notify the owner of such equipment of such defects, hazards and danger and/or recall such equipment.
18. The injuries and damages complained of herein were a result of the acts of Defendant.

Jason Morris, as follows:

- 1. Defendant operated his vehicle at a speed which was greater than reasonable for the conditions which then and there existed.
- 2. Defendant failed to drive his vehicle at a speed which he could bring his vehicle to a stop within the assured clear distance ahead.
- 3. Defendant failed to devote his full time and attention to his driving.

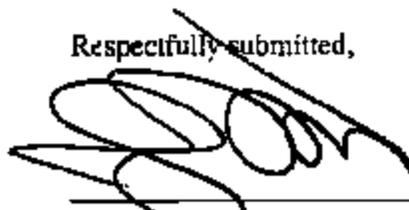
4. Defendant failed to use the means at hand, to-wit: the steering and braking mechanisms of his vehicle, to avoid the collision.
5. Defendant failed to keep a proper lookout.
6. Defendant was operating his vehicle in a reckless manner.
7. Defendant failed to use reasonable care in the operation of his vehicle.

19. All of the acts committed by Ford Motor Company, Eufaula Ford Corporation and Jason A. Morris, above, amounted to a reckless disregard for the rights of others and were committed intentionally and with malice toward others and were life threatening to others and therefore the Plaintiffs [REDACTED] and [REDACTED], have each been damaged in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00) for punitive or exemplary damages.

20. Plaintiff, [REDACTED] is the spouse of [REDACTED] and has been damaged in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00) for loss of services, love and companionship of such spouse.

WHEREFORE, Plaintiffs pray judgment in the amounts recited above, plus costs, interest, attorney's fees and such other relief as the Court may deem proper.

Respectfully submitted,



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JOHN M. MERRITT - OBA #6146  
MERRITT & ASSOCIATES, P.C.  
P. O. Box 1377  
OKLAHOMA CITY, OKLAHOMA 73101  
(405) 236-2222 FAX (405) 232-8630  
ATTORNEY FOR PLAINTIFFS

ATTORNEYS' LIEN CLAIMED

JURY TRIAL DEMANDED

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

[REDACTED]

Plaintiff,

v

CP

FORD MOTOR COMPANY, a Delaware Corporation and SUBURBAN  
FORD OF WATERFORD, LLC f/k/a FLANNERY FORD, a Michigan  
Limited Liability Company, Corporation, Jointly and Severally,

Defendants.

\_\_\_\_\_  
CONSUMER LEGAL SERVICES, P.C.  
MARK ROMANO P-44014  
RONALD J. BOLZ P-43897  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700  
\_\_\_\_\_

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT AND JURY DEMAND**

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER  
LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Ann Arbor, Washtenaw County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Suburban Ford of Waterford, LLC f/k/a Flannery Ford (hereinafter referred to as "Seller"), is a Michigan Limited Liability Company authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Waterford, Oakland County, Michigan.

4. On or about October 12, 2001, Plaintiff purchased a new 2001 Ford F-250, VIN 1FTNX21F91E [REDACTED] (hereinafter referred to as "2001 F-250"), from the Seller which was manufactured by the Manufacturer (see copy of the Application for Michigan Title and Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2001 F-250 Plaintiff, received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

CONSUMER LEGAL SERVICES

6. Plaintiff has taken the 2001 F-250 to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2001 F-250 include the following:

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
03/20/02	41	16,127	40026	Brake pedal feel/effort; noise from power steering; seat belt coil/uncoil troubles; driver door lower weatherstrip loose
05/31/02	1	23,112	40861	Seat belt coil/uncoil troubles
11/05/02	2	39,417	42769	Both front seat belts sticking/locking after buckling; recall seat belt buckles; engine leaking oil; rumbling noise when driving
12/03/02	17	41,701	345549	Excessive metal in transmission pan; engine lopes until accelerating; coolant smell; check engine light on; transmission overdrive light flashing

**TOTAL: 61 DAYS OUT OF SERVICE**

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

**CONSUMER LEGAL SERVICES**

**COUNT I**  
**VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;**  
**MCL 257.1401 ET SEQ: MSA 9.2705**

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

12. The 2001 F-250 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2001 F-250 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2001 F-250 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

16. Plaintiff's 2001 F-250 has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

**CONSUMER LEGAL SERVICES**

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful as the 2001 F-250 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2001 F-250 to the Plaintiff and/or prevent the 2001 F-250 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2001 F-250 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

CONSUMER LEGAL SERVICES

F. For such other and further relief as may be justified in this action.

**COUNT II**  
**BREACH OF CONTRACT**

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2001 F-250 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2001 F-250 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

23. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2001 F-250;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT III  
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT  
MCLA 257.1301, ET SEQ.**

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though fully restated and realleged.

25. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

26. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

27. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2001 F-250 to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

28. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

**COUNT IV**  
**RESCISSION OF CONTRACT**

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

**CONSUMER LEGAL SERVICES**

30. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2001 F-250 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

31. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2001 F-250 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

32. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

33. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

34. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2001 F-250 to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2001 F-250;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

E. For costs and expenses, interest, and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

**COUNT V**  
**VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**  
**MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.**

35. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 34 as though herein fully restated and realleged.

36. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

37. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA 445.902(d).

38. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Seller represented to Plaintiff the 2001 F-250 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2001 F-250 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2001 F-250, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2001 F-250.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2001 F-250 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2001 F-250 to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2001 F-250 to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2001 F-250 to Plaintiff.

39. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

**CONSUMER LEGAL SERVICES**

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

**COUNT VI  
BREACH OF WRITTEN WARRANTY UNDER  
MAGNUSON-MOSS WARRANTY ACT**

40. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 39 as though herein fully restated and realleged.

41. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

42. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

43. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

44. The 2001 F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

45. The 2001 F-250 was manufactured, sold and purchased after July 4, 1975.

46. The express warranty given by the Manufacturer pertaining to the 2001 F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

47. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

**CONSUMER LEGAL SERVICES**

48. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2001 F-250;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

#### **COUNT VII**

#### **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

49. The Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though herein fully restated and realleged.

50. MCLA 440.1203 provides that "every contract or duty within this act imposes an obligation of good faith in its performance or enforcement."

**CONSUMER LEGAL SERVICES**

51. Good faith is defined in the Michigan Uniform Commercial Code as "honesty in fact in the conduct or transaction concerned" [MCLA 440.1201(19)], and "in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade" [MCLA 4402103(1)(b)].

52. Implied in the agreement between the Plaintiff and all Defendants for purchase and/or repair of the 2001 F-250 was a covenant of good faith and fair dealing between the parties, wherein Defendants impliedly covenanted they would deal with the Plaintiff fairly and honestly and do nothing to impair, interfere with, hinder or potentially injure the rights of Plaintiff with respect to:

- (i) the preparation, inspection, and processing of said vehicle prior to delivery to Plaintiff;
- (ii) the delivery of said vehicle free from manufacturing or workmanship defects;
- (iii) the repair of said vehicle using good workmanship.

53. Defendants have breached their covenants of good faith and fair dealing by their actions as previously set forth herein, and in refusing to deal honestly and fairly with Plaintiff regarding the express and implied warranties covering the 2001 F-250 and the repair of the same.

54. The conduct of the Defendants as aforementioned is without just or reasonable cause, and the Defendants knew or now know that such conduct is contrary to the law and the terms and conditions of the express warranty on the 2001 F-250.

**CONSUMER LEGAL SERVICES**

WHEREFORE, Plaintiff prays that this Court award Plaintiff a judgment against all Defendants, in an amount equal to all monies paid on the 2001 F-250 and for all damages, including consequential and exemplary damages, together with interest, costs and actual attorneys' fees reasonably incurred as provided for by the appropriate statute or rule, and for such other legal and equitable relief as this Court may deem proper in an amount to be determined by the trier of fact exceeding TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), and other relief this Court deems fair and equitable.

**COUNT VIII**  
**REVOCAION OF ACCEPTANCE**

55. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 54 as though herein fully restated and realleged.

56. Plaintiff accepted the 2001 F-250 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

57. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

58. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

59. The nonconformities substantially impaired the value of the 2001 F-250 to the Plaintiff.

60. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2001 F-250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

61. Manufacturer and Seller have nevertheless refused to accept return of the 2001 F-250 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT IX  
BREACH OF IMPLIED WARRANTY UNDER  
MAGNUSON-MOSS WARRANTY ACT**

62. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 61 as though herein fully stated and realleged.

CONSUMER LEGAL SERVICES

63. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT X**  
**BREACH OF EXPRESS WARRANTY**

64. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 63 as though herein fully restated and realleged.

65. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

66. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

67. The 2001 F-250 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

CONSUMER LEGAL SERVICES

68. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

69. Plaintiff's purchase of the 2001 F-250 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

70. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2001 F-250 free of charge to Plaintiff under specific terms as stated in the express warranty.

71. In fact, Plaintiff discovered the 2001 F-250 had defects and problems after Plaintiff purchased the vehicle as discussed above.

72. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

73. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2001 F-250.

74. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

75. The Manufacturer and Seller have failed to adequately repair the 2001 F-250 and/or have not repaired the 2001 F-250 in a timely fashion, and the 2001 F-250 remains in a defective condition.

CONSUMER LEGAL SERVICES

76. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2001 F-250's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

77. The 2001 F-250 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

78. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2001 F-250.

79. The Manufacturer and Seller induced Plaintiff's acceptance of the 2001 F-250 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

80. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2001 F-250 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

81. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2001 F-250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

82. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

**COUNT XI**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

83. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 82 as though herein fully restated and realleged.

84. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

85. The 2001 F-250 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

86. The 2001 F-250 was not fit for the ordinary purpose for which such goods are used.

87. The defects and problems hereinbefore described rendered the 2001 F-250 unmerchantable.

88. The Manufacturer and Seller failed to adequately remedy the defects in the 2001 F-250; and the 2001 F-250 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2001 F-250;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

**JURY DEMAND**

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

MARK ROMANO P-44014  
RONALD J. BOLZ P-43897  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 281-4700

Dated: August 28, 2003

CONSUMER LEGAL SERVICES

Judge Szama  
Branch II

STATE OF WISCONSIN

CIRCUIT COURT

CHIPPEWA COUNTY

[Redacted]

Bloomer, W

Plaintiff,

Case No. 02CV124

vs.

**FORD MOTOR COMPANY,**  
c/o CT Corporation Systems (registered agent)  
44 East Mifflin Street Madison, WI 53703  
Defendant.

Code Nos. 30303  
30301

FILED  
CIRCUIT COURT  
CHIPPEWA COUNTY, WI  
02 APR -1 PM 2:51

**COMPLAINT**

NOW COMES the Plaintiff, SCOTT R. DETLAFF, by and through his attorneys,  
KROHN & MOSS, LTD., and for his Complaint against Defendant, FORD MOTOR  
COMPANY, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff [Redacted] F ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Wisconsin, County of Chippewa.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Wisconsin, County of Chippewa, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including CHIPPEWA FORD LINCOLN MERCURY ("Seller").

### **BACKGROUND**

3. On or about May 23, 2001, Plaintiff purchased from Seller a 2001 Ford Ranger ("Ranger"), Vehicle Identification No. 1FTZR15E51P [REDACTED] for valuable consideration (See copy of Plaintiff's Purchase Contract, attached hereto as Exhibit "A").

4. The purchase price of the Ranger, excluding collateral charges, such as bank and finance charges, totaled more than \$20,995.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Ranger cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the Ranger, Manufacturer issued and supplied to Plaintiff its remaining written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Vehicle Limited Warranty booklet.

7. On or about May 23, 2001, Plaintiff took possession of the Ranger and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Ranger.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Ranger to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Ranger has been subject to repair on at least eight (8) occasions for the same defect, and that the defect remains uncorrected.

11. Plaintiff brought the Ranger to Seller and/or an authorized service dealer of Manufacturer for various defects, including but not limited to the following:

- a. Defective windows as evidenced by jumps and looseness;
- b. Defective headlamp switch;
- c. Defective engine as evidenced by noises, intermittent illumination of the check engine light, runs rough, new crank shaft necessary, oil leak;
- d. Defective air conditioner as evidenced by noises;
- e. Defective brakes as evidenced by squealing, thumping, pulsating;
- f. Defective rear end as evidenced by squeaking;
- g. Defective tape player as evidenced by not ejecting tapes;
- h. Defective electronic system as evidenced by dim speedometer light;
- i. Defective passenger seatbelt; and
- j. Any additional defects on repair orders from manufacturer authorized dealerships from date of purchase forward.

12. Plaintiff provided Manufacturer sufficient opportunities to repair the Ranger.

13. After a reasonable number of attempts to cure the defects in Plaintiff's Ranger, Manufacturer was unable and/or has failed to repair the defects as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the Ranger's safety and reliability, and said defects have substantially impaired the value of the Ranger to Plaintiff.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Ranger.

16. As a result of these defects, Plaintiff revoked his acceptance of the Ranger in writing on or about February 15, 2002.

17. At the time of revocation, the Ranger was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

18. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The Ranger remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

20. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable Ranger.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this Complaint.

22. Plaintiff is a purchaser of a consumer product who received the Ranger during the duration of a written warranty period applicable to the Ranger and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Ranger was manufactured and sold after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiff's purchase of the Ranger was accompanied by the remainder of the written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Ranger to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Ranger in the event that the Ranger failed to meet the specifications set forth in Manufacturer's warranty.

27. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Ranger to Plaintiff.

28. Plaintiff's purchase of said Ranger was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

29. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

30. As a direct and proximate result of Manufacturer's failure to comply with its express written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

31. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this Complaint.

33. The Ranger purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days from the date of purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiff's Ranger was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Ranger was intended.

37. The Ranger was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Ranger contained in the contracts and labels.

38. The above-described defect present in the Ranger renders the Ranger unmerchantable and therefore not fit for the ordinary and essential purpose for which the Ranger was intended and as represented by Manufacturer.

39. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Ranger.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT III**  
**REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)**  
**OF THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this Complaint.

42. Manufacturer's tender of the Ranger was substantially impaired to Plaintiff.

43. Manufacturer's tender of the Ranger, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

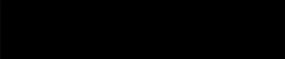
WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

Dated this 28<sup>th</sup> day of March, 2002.

KROHN & MOSS, LTD.

By: *Lisa Riniker*  
Lisa A. Riniker  
Attorneys for the Plaintiff  
SBN : 1036164

  
Chicago, Illinois  


STATE OF INDIANA

FILED IN  
CLERK'S OFFICE  
SS:

IN THE LAKE SUPERIOR COURT  
ROOM TWO  
SITTING AT EAST CHICAGO, INDIANA

COUNTY OF LAKE

JUN 27 PM 12 51

[REDACTED]

Plaintiff,

vs.

YASHICA D. WHITE and  
FORD MOTOR COMPANY,  
Defendants.

THOMAS R. PHILPOT  
LAKE SUPERIOR COURT

CAUSE NO.

45 DC 2040 ICT 10

**COMPLAINT**

**Count I**

Comes now the Plaintiff, [REDACTED] by counsel, ROBERT L. TAYLOR OF BRECLAW, HARRIS & TAYLOR, P.C., and for her cause of action against the Defendant, Yashica D. White, states as follows:

1. That on the 13th day of February, 2002, at approximately 9:10 a.m. [REDACTED] accompanied by his wife [REDACTED] plaintiff, was driving their 1999 Lincoln Navigator, north bound on Cleveland Street at or near its intersection with 47th Avenue in Calumet Township, Lake County, Indiana.

2. That at about the same date, time and place the Defendant, Yashica D. White, was driving a motor vehicle south bound on Cleveland Street making a left hand turn onto 47th Avenue, at or near the intersection with Cleveland Street and 47th Avenue in Calumet Township, Lake County, Indiana.

3. That the Defendant, Yashica White, drove her motor vehicle in a careless and negligent manner, and committed one or more of the following acts of negligence:

- (a) She negligently failed to maintain a proper lookout;
- (b) She negligently failed to keep her vehicle under control;
- (c) She negligently failed to yield the right of way;
- (c) She negligently and carelessly made a left hand turn;
- (d) She negligently and carelessly executed a stop;
- (e) She negligently and carelessly failed to stop her vehicle when she could see that danger to the Plaintiff was imminent;
- (f) She operated her vehicle in a careless and negligent manner;
- (g) She violated I.C. 9-21-5-1, and drove her vehicle at an unreasonable and imprudent speed;
- (h) She violated I.C. 9-21-5-4, and drove her vehicle at an inappropriate speed at an intersection;
- (i) She violated I.C. 9-21-7-1 and drove a motor vehicle which was in an unsafe mechanical condition;
- (j) She violated I.C. 9-21-8-2 and drove her vehicle on the left side of the roadway;
- (k) She violated I.C. 9-21-8-21 and made an inappropriate left turn;
- (l) She violated I.C. 9-21-8-24, and made an unsafe left turn;
- (m) She violated I.C. 9-21-8-25 and made a left turn without signaling;

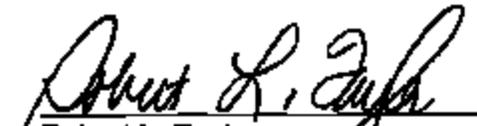
(n) She violated I.C. 9-21-8-30 and failed to yield the right of way when making a left turn; and,

(o) She violated the motor vehicle and safety statutes, rules and regulations of the State of Indiana.

4. As a result of one or more of the Defendant's acts of negligence and negligence per se, Defendant, caused a collision, wherein the Plaintiff was injured.

5. That as a direct and proximate result of the carelessness and negligence of the Defendant, the Plaintiff, [REDACTED], suffered personal injuries, the effects of which may be permanent and lasting, incurred pain and suffering, incurred hospital and medical expenses, and property damage.

**WHEREFORE**, the Plaintiff demands judgment against the Defendant, Yashica D. White, as is reasonable in the premises of this Complaint, together with costs and disbursements herein.

  
\_\_\_\_\_  
Robert L. Taylor  
Attorney I.D. No. 1787-45  
BRECLAW, HARRIS & TAYLOR, P.C.

#### **COUNT II**

Comes now the Plaintiff, [REDACTED] by counsel, ROBERT L. TAYLOR OF BRECLAW, HARRIS & TAYLOR, P.C., and for her cause of action against the Defendant, Ford Motor Company, states as follows:

6. The Plaintiff incorporates herein by reference rhetorical paragraphs one (1) through and including five (5) of Count I of this complaint.

7. That at all relevant times herein the Plaintiff was an owner of a 1999 Lincoln Navigator, manufactured and placed in the stream of commerce by the Defendant Ford, hereinafter referred to as the [REDACTED] which was involved in the subject collision of February 13, 2002, mentioned in Count I.

8. That the [REDACTED] was designed, manufactured and sold by the Defendant, Ford Motor Company, or one of their wholly owned subsidiaries.

9. That the Defendant, Ford Motor Company, negligently approved, designed, manufactured, sold and/or put in the stream of commerce the [REDACTED] a motor vehicle that was defective and/or dangerous.

10. That the Defendant, Ford Motor Company, failed to warn or gave inadequate warning concerning the dangers inherent in the use of the [REDACTED]

11. That the Defendant, Ford Motor Company, knew or should have known of the negligent approval, design, manufacture and sale of the [REDACTED]

12. That the Defendant, Ford Motor Company, utilized defective and substandard products, parts and/or materials, including but not limited to parts, products and materials contained in the passenger air bag, the air bag sensors, the seat belt restraint system, the passenger seat, the dash, used in the manufacture of the [REDACTED]

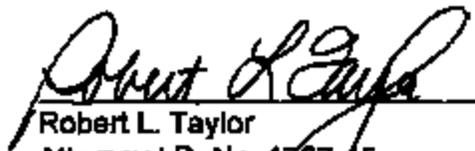
13. That the Defendant, Ford Motor Company, knew or should have known that the use of the defective and/or substandard products, parts and materials in the design and/or manufacture of the [REDACTED] would cause injury.

14. As a result of one or more of the Defendant's acts of negligence and negligence per se, the Plaintiff was either injured, in whole or in part, or her injuries were exacerbated in the collision of February 13, 2002, mentioned hereinbefore.

15. That the Defendant Ford Motor Company explicitly and/or impliedly warranted that the [REDACTED] was safe to operate and would protect passengers during a collision and that the Plaintiff relied on those warranties.

16. That as a direct and proximate result of the carelessness, negligence, failure to warn and/or breach of warranty by the Defendant, Ford Motor Company, the Plaintiff, [REDACTED] suffered personal injuries, the effects of which may be permanent and lasting, incurred pain and suffering, incurred hospital and medical expenses, and property damage.

WHEREFORE, the Plaintiff demands judgment against the Defendant, Ford Motor Company as is reasonable in the premises of this Complaint, together with costs and disbursements herein.

  
Robert L. Taylor  
Attorney I.D. No. 1787-15  
BRECLAW, HARRIS & TAYLOR, P.C.  
200 West Glen Park Avenue  
Griffith, Indiana 46319  
(219) 972-8000  
Attorneys for Plaintiff

**DEMAND FOR TRIAL BY JURY**

Comes now the Plaintiff, by counsel, pursuant to the Indiana Rules of Trial Procedure, and demands Trial by Jury.

  
\_\_\_\_\_  
Robert L. Taylor  
Attorney I.D. No. 1787-45  
BRECLAW, HARRIS & TAYLOR, P.C.  
200 West Glen Park Avenue  
Griffith, Indiana 46319  
(219) 972-6000  
Attorneys for Plaintiff

NO. 02-CI-08262

JEFFERSON CIRCUIT COURT

DIVISION NINE (9)



MILLER, CLERK  
CIRCUIT COURT  
KENTUCKY

PLAINTIFF

THIRD PARTY PLAINTIFF

VS.

**THIRD PARTY COMPLAINT**

FORD MOTOR COMPANY  
P.O. BOX 1904  
DEARBORN, MICHIGAN 48121

THIRD PARTY DEFENDANT

SERVE: SECRETARY OF STATE  
700 STATE CAPITOL  
150 CAPITOL BUILDING  
FRANKFORT, KENTUCKY 40601

AND

CARRIAGE FORD, INC.  
908 EAST HIGHWAY 131  
CLARKSVILLE, INDIANA 47129

THIRD PARTY DEFENDANT

SERVE: SECRETARY OF STATE  
700 STATE CAPITOL  
150 CAPITOL BUILDING  
FRANKFORT, KENTUCKY 40601

AND

STAR FORD, INC.  
100 OXMOOR LANE  
LOUISVILLE, KENTUCKY 40222

THIRD PARTY DEFENDANT

SERVE: ANY OFFICER OR  
GENERAL MANAGER

\*\*\*\*\*

Comes the Third Party Plaintiff (hereinafter referred to as "Fox"), in person, and states as follows:

1. The acts and injuries upon which the claims herein asserted against the Third Party Defendants arose or resulted from each of them transacting business in the Commonwealth of Kentucky.

2. On February 28, 2001, Fox purchased from Carriage Ford, Inc. (hereinafter "Carriage"), a 2001 F-150 (hereinafter "vehicle"), and which Carriage arranged financing with, and was paid a fee by, Plaintiff [REDACTED] hereinafter "FMCC).

3. At the time of the sale of the vehicle to Fox, the vehicle was defective in that there existed a product defect in the seat belt and seat belt assemblage/mechanisms and/or Carriage was negligent in failing to obtain said defect information.

4. On or about April 8, 2002, Fox took the vehicle to Star Ford for inspection of the seat belts and seat belt product, and, warranty or other replacement thereof, if needed and/or Star Ford negligently and carelessly failed to discover the defect.

5. Neither Defendant Carriage nor Star Ford disclosed to Fox that there existed a dangerous product defect in the seat belt in her vehicle and they knew, or should have known, of said defect.

6. [REDACTED] failed to notify Fox of the defect in the seat belt in her vehicle.

7. [REDACTED] failed to recall Fox's vehicle for replacement of

the defective seat belt within a reasonable time.

8. On or about August 26, 2002, in Edmonson County, Kentucky, Fox was involved in a motor vehicle accident while in her vehicle and during which accident, the defective seat belt failed, and as a result, Fox was injured and/or her injuries were made more severe or painful.

9. As a result of the conduct of the Third Party Defendant above alleged, and her injuries, Fox has been unable to work and earn income so as to make payments on the loan extended by Ford Motor's subsidiary, FMCC.

10. Ford Motor Company and Carriage are strictly liable to Fox for her damages.

11. Fox has sustained damages for which she is entitled to be fully compensated, including, but not limited to, the property damage to her vehicle and the loan balance allegedly owed to FMCC.

12. Fox expressly reserves her claims against the Third Party Defendants for compensatory damages for bodily injuries sustained in the accident.

13. As a result of the above alleged conduct and claims against the Third Party Defendants, Fox is entitled to a judgment against each of them for contribution and indemnification on sums which Plaintiff recovers against her.

WHEREFORE, Fox demands as follows:

1. Trial by jury.
2. Relief and judgment as per her initial Answer.

3. Judgment against each Third Party Defendant for contribution and indemnification.
4. For any and all other relief to which Fox may appear entitled.
5. For her court costs and 12% interest on any judgments obtained.

**CONNELLY, KAERCHER & STAMPER**



Third Party Plaintiff

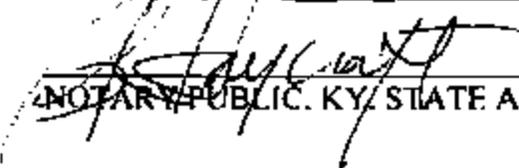
  
\_\_\_\_\_  
MICHAEL T. CONNELLY  
Attorney for Fox  
1610 Kentucky Home Life Building  
Louisville, Kentucky 40202  
(502) 589-2100  
FAX 589-2881

Third Party Plaintiff states that she has read the foregoing Third Party Complaint and the allegations contained herein are true to the best of her information, knowledge and belief.



Subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this 7<sup>th</sup> day of February, 2003.

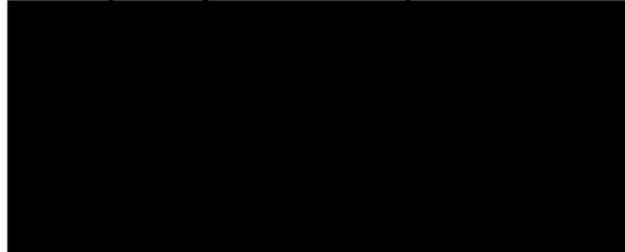
My commission expires: 3-5-03

  
\_\_\_\_\_  
NOTARY PUBLIC, KY/STATE AT LARGE

**CERTIFICATE**

It is hereby certified that a copy hereof, was on this 5 day of March, 2003.  
mailed to:

Ms. Lisa Herndon  
Attorney at Law  
MAPOTHER & MAPOTHER, P.S.C.  
801 West Jefferson Street  
Louisville, Kentucky 40202



Accepted/Printed

VIN: 1FTZR15E91F [REDACTED]	Year: 2001	Model: RANGER	Print Action Detail Case: 638720414
Name: [REDACTED]	Owner Status: Original	WSE: 2001-05-27	
Symptom Desc: RESTRAINTS AIR BAG SYSTEM NON-DEPLOYMENT		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJUR		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: CLOSED	Dealer: MULLAHEY FORD	
Origin Desc: US CONCERN CASE BASE		P & A Code: 07944	
Odometer: 15000 MI	Comm Type: PHONE		
Action Date: 02/10/2004	Action Time: 17:48:11:120	Action Date: No	
Analyst Name: LEE SADIE	Analyst: SLEE91		

COMMENTS: CUSTOMER SAID: -CUST STATES THAT THE AIR BAG LIGHT BEGAN ILLUMINATING INTERMITTENTLY APPROXIMATELY 1 1/2 YRS AGO -CUST STATES THAT EACH TIME THE DLRSHIP HAS NOT BEEN ABLE TO MAKE THE REPAIR - CUST STATES THAT THE LAST TIME HE TOOK THE VEH IN FOR THIS CONCERN ON JULY 10, 2003, AT WHICH TIME, HE WAS ADVISED THAT THE AIR BAG LIGHT HAD BEEN FIXED -CUST STATES THAT HE WAS INVOLVED IN AN ACCIDENT ON NOV 1, 2003 -CUST STATES THAT THIS WAS A FRONTAL IMPACT -CUST STATES THAT THE AIR BAGS DID NOT DEPLOY, AND THAT THE SEAT BELT DID NOT WORK EITHER -CUST STATES THAT HE HIT AND CRUMPLED THE STEERING WHEEL AND SUFFERED INJURIES - [REDACTED] IN THIS INJURY, BUT HE [REDACTED] -CUST STATES THAT HE DID RECEIVE A RECALL ON THE SEATBELT PREVIOUSLY, AND WAS ADVISED THAT EVERYTHING WAS OK WHEN IT WAS INSPECTED -CUST STATES THAT THERE WAS A POLICE REPORT FILED IN OCEANO, CALIFORNIA -CUST STATES THAT HE DID FILE A CLAIM WITH HIS INSURANCE COMPANY -CUST STATES THAT THE STATUS OF THE FILE IS STILL OPEN -CUST STATES THAT THE VEH IS AT GOLD COAST COLLISION CENTER IN SANTA MARIA, CALIFORNIA (805) 928-7448 -CUST HAS BEEN WORKING WITH MGR MARTIN GONSALES AT THE COLLISION CENTER -CUST STATES THAT THIS VEH HAS NOT BEEN TOUCHED SINCE THE DAY IT WAS BROUGHT IN TO THE COLLISION CENTER -CUST STATES THAT THE VEH HAS NOT BEEN INSPECTED BY A FORD DLRSHIPDEALER SAID: -NONECRC ADVISED: - THIS INFORMATION WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS.

Update Issue

OASIS Warranty History ESP/Recall

FORD MOTOR COMPANY  
RECEIVED  
CLAIMS UNIT  
MAR 30 2004  
OFFICE OF THE  
GENERAL COUNSEL

[REDACTED]  
[REDACTED]  
[REDACTED] CA [REDACTED]  
[REDACTED]

AF Action/Details for 5341

Print

VIN: 1FMEU17L91L [REDACTED] Year: 2001 Model: EXPEDITION Case: 1474671253  
 Name: [REDACTED] Owner Status: Original WSD: 2001-04-05  
 Symptom Desc: RESTRAINTS AIR BAG SYSTEM NON-DEPLOYMENT Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS INJURY Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: INJURY; ADVISE CUST INFORMATION WILL BE FORWARDED TO CONSUMER AFF  
 Dealer: 04402 JOE MYERS FORD Origin Desc: US CONCERN CASE BASE  
 Odometer: 60000 MI Comm Type: MAIL  
 Analyst Name: BLAINE YOUNG Analyst: BYOUNG  
 Action Date: 05/28/2003 Action Time: 12.13.58.834 Action Data: No

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
------------	----------------	-----------	-----------	--------------

Comments CUSTOMER SAYS: EXECUTIVE CONTACT BYOUNG X2358 CUST CALLING IN AGAIN IN REFERENCE TO THE ACCIDENT THAT HIS WIFE HAD WITH THIS VEHICLE. STATES THAT HIS WIFE AND DAUGHTER WERE INJURED DUE TO THE FACT THAT THE AIR BAGS DID NOT DEPLOY AND THE SEAT BELTS MALFUNCTIONED. VEH WAS REPAIRED BY THE INSURANCE COMPANY. SEAT BELTS AND AIR BAGS WERE INSPECTED BY A CERTIFIED MECHANIC (NON FORD) AND FOUND TO BE FAULTY. CUST WANTS THIS ISSUE TO BE INSPECTED BY A FORD PERSON TO SEE THAT THE THE AIR BAGS AND THE SEAT BELT WERE FAULTY. STATES THAT HIS WIFE AND CHILD COULD HAVE BEEN KILLED. - WIFE SUSTAINED A BRUISED CHEST, IS STILL [REDACTED]

[REDACTED] THERE WAS BRUSING BUT THEY ARE FADING AT THIS POINT - DAUGHTER RECEIVED CONTUSIONS TO THE HEAD AND NECK AND WHIPLASH IN THE NECK AND SHOULDERS. - CUST FEELS THAT FORD SHOULD COMPENSATE HIS FAMILY FOR THE MEDICAL EXPENSES INCURRED - IS STILL WAITING FOR [REDACTED] AND OTHER MEDICAL EXPENSES FROM THE HOSPITAL - POLICE REPORT STATED THAT THE VEH HAD FAILED TO YIELD OR ASSIST AND THEN FLED THE SCENE. OTHER VEH WAS AT FAULT AND THIS WAS A HIT AND RUN. WILL SEEK LEGAL ACTION IF FORD DOES NOT HANDLE THIS ISSUE CORRECTLY. - DATE OF THE ACCIDENT WAS 05/03/03 - THE OTHER VEH HIT THEM FRONT ON - WIFE WAS TRAVELLING 35 MPH. - DOES NOT KNOW THE SPEED OF THE OTHER VEH. WOULD LIKE TO BE CONTACTED AT HIS HOME TELEPHONE NUMBER. PER CUSTOMER, DEALER SAYS: CAC ADVISED: EXECUTIVE CONTACT BYOUNG X2358 NOTE: SPOKE WITH TL RICHARD WAINMAN AND HE STATED THAT BEING I AM IN EXECUTIVE REFERRAL I COULD CONTACT THE LEGAL ANALYST WHO HAD ADDRESSED THIS ISSUE. - OBC TO LEGAL, SPOKE WITH MPawelek. SHE ADVISED THAT SINCE WE NOW HAVE A STATEMENT THAT THE CUST IS FILING A PERSONAL INJURY CLAIM, I SHOULD GO DOWN THE CORRECT CASE BASE AND SUBMIT THIS TO LEGAL AGAIN. - THIS INFORMATION WILL BE FORWARDED TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY WILL CONTACT IN TWO BUSINESS DAYS. INFERENCE CASE ID: 5341

Action: MAKE OUTBOUND CALL TO CUSTOMER

Dealer: 04402 JOE MYERS FORD Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 60000 MI Comm Type: PHONE  
 Analyst Name: PAWELEK, MAUREEN Analyst: MPawelek  
 (M.L.)  
 Action Date: 05/29/2003 Action Time: 12.23.08.918 Action Data: Yes



Comments ATTEMPTED TO CONTACT CUSTOMER AT PRIMARY NUMBER. NO ANSWER. CUSTOMER IS NO LONGER EMPLOYED AT SECONDARY NUMBER. WILL ATTEMPT LATER.

Data Element Name	Data Value
CONTACT PERSON	NO ANSWER

Ford Motor Company

Office of the General Counsel

Ford Motor Company  
Parklane Towers West  
Suite 300  
Three Parklane Boulevard  
Dearborn, Michigan 48128-2568

July 14, 2003

[REDACTED]  
Houston, TX [REDACTED]

Re: **2001 Expedition**

Dear [REDACTED]

We acknowledge your recent contact to Ford Motor Company. Your concern has been directed to this Office for further handling. In order to evaluate this matter, we request that you provide us with all the following information by completing and returning this form:

- Please provide a copy of each of the following documents and check the box indicating that each item is attached.
  - A copy of the police/fire report. If a police/fire report was not made, attach a separate sheet of paper providing a complete description of the incident.
  - Medical records for each person alleged injured from all treating physicians/facilities
  - Medical bills for each person alleged injured from all treating physicians/facilities.
  - Original photographs or laser copies of the vehicle's collision/fire damage from several different angles.
  - Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas.
  - Repair estimate or repair order

OR

  - Total loss worksheet with copies of draft payments
  - Complete service history for vehicle including tune ups and oil changes.

- For each person alleged injured provide the following: (if there are additional names continue on back.)

Name [REDACTED]	Name [REDACTED]
Address [REDACTED]	Address [REDACTED]
Spouse's Name [REDACTED]	Spouse's Name: _____
DOB [REDACTED]	DOB [REDACTED]
Soc Security [REDACTED]	Soc Security# [REDACTED]
Occupation: <u>WAGE WIFE</u>	Occupation: <u>STUDENT</u>
Injury [REDACTED]	Injury [REDACTED]

3. Please specify what you believe is defective, if anything, with your vehicle.

The AIR BAGS DID NOT DEPLOY AND THE SEAT BELTS DO NOT OPERATE PROPERLY -

4. Has the alleged defective vehicle/part been repaired or replaced? Yes  No

5. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).

[REDACTED] Houston Texas [REDACTED]

6. Has an insurance company been advised of this incident? Yes  No   
If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

SAFECO General Agency, Inc. - Claim # [REDACTED]

7. What are you seeking from Ford Motor Company in this matter?

Compensation for the injuries my wife and daughter sustained in the accident because of non operable safety components - (AIR BAGS AND SEAT BELTS)

Please note that we need all the information requested above to evaluate this matter. Your concern will not be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

Once we are in receipt of all the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 45 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Should you decide to pursue a claim against Ford Motor Company, please be advised that all necessary steps should be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial.

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

Sincerely,  
  
Julie MacGillis  
Claims Analyst

IN: 1PTRX18L51N [REDACTED] Year: 2001 Model: F-SERIES  
 Name: [REDACTED]  
 Symptom:  
 Reason: LEGAL - ALLEGED INJURY RELATED TO SR# [REDACTED]  
 Action: PERSONAL INJURY - ALL

FORD MOTOR COMPANY  
 RECEIVED  
 CUMMIS UNIT  
 APR 18 2002  
 OFFICE OF THE  
 ATTORNEY GENERAL

Comments: LPA CALLED CUSTOMER, CUST ALLEGES [REDACTED] THE SEATBELT DID NOT  
 RESTRAIN HIM, CAUSING THE FOLLOWING INJURIES, [REDACTED]  
 [REDACTED] HE IS CURRENTLY  
 UNDER DOCTOR'S CARE. LPA IS FORWARDING TO OGC.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

F1=Help F5=Add F9=PrevComments F10=NextComments F11=Menu F12=Return  
 UPDATE SUCCESSFUL - CASE NUMBER IS : 1633031002 LPREL331

VIN: 1FTRX18L51N [REDACTED] Year: 2001 Model: F-SERIES  
 Name: [REDACTED]  
 Trmt: [REDACTED] Case: 1633031002  
 Issue Type: 07 LEGAL Issue Status: C ACKNOWLEDG  
 Comm Type: PH PHONE Odometer Reading: 29000  
 Dealer: 04443 MCREE FORD, INC. Odometer Type: MI  
 Symptom Desc: RESTRAINTS MOTORIZED BELTS LAC Document Number: \_\_\_\_\_  
 Reason Desc: LEGAL - ALLEGED - NON-SERIOUS Legal Issue Type: \_\_\_\_\_  
 Origin Desc: CONSUMER AFFAIRS - LITIGATION CAN Court Code: \_\_\_\_\_  
 Action Desc: REDIRECT TO OGC - PERSONAL INJ CAN Award Code: \_\_\_\_\_  
 Comments: LPA CALLED CUSTOMER, CUST ALLEGES THAT THE SEATBELT DID NOT  
 RESTRAIN HIM, CAUSING THE FOLLOWING INJURIES, BROKEN COLLAR  
 BONE, HEAD INJURY, SKIN GRAFT ON HIS LEG, HE IS CURRENTLY  
 UNDER DOCTOR'S CARE. LPA IS FORWARDING TO OGC.

F1=Help F2=ActionList F5=Add F6=DealerInfo  
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=DealerList  
 UPDATE SUCCESSFUL LPREL33



*Pasadena TX*  
*77502*



# LAW OFFICES OF THOMAS J. HENRY

JUL 13 2002  
1300851862

548 S.F.L.D. SUITE 200  
MICHIGAN PLAZA SHOPPING CENTER  
CANTON, TEXAS 75041  
PHONE 281/983-8808  
FAX 281/983-8804

NEEDHAM TOWER BUILDING  
JP MORGAN CHASE BANK  
300 DOWNEY BLVD, SUITE 1000  
MCALLEN, TEXAS 78101  
PHONE 361/664-1159

*Committed to our Clients* *Committed to our Community*

## ATTORNEYS

THOMAS J. HENRY  
ROGER L. TURK  
MICHAEL E. HENRY  
JAMES E. LUCAS  
KEITH M. GOULD  
Luis P. GARCIA

## SECTION

Legal 2 JUL -3 P2:35

## FORD MOTOR COMPANY ASSISTANT

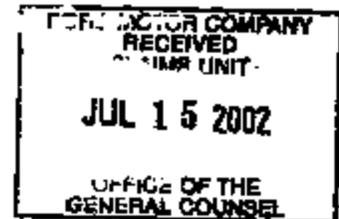
BERNEDA CARRERO

E-MAIL ADDRESS

TJHENRY17@AOL.COM

June 18, 2002

Mr. A.R. O'Neil, Director  
FORD MOTOR COMPANY  
P.O. Box 1904  
Dearborn, MI 48121-1904



Re: O/Client : [REDACTED]  
DOA : 04-20-02  
Y/Product : 2001 Ford Ranger VIN#1FTYR10U21P [REDACTED]

Dear [REDACTED]

The undersigned represents the above referenced individual for personal injuries he sustained on April 20, 2002 while operating the above-referenced 2001 Ford Ranger VIN#1FTYR10U21P [REDACTED]

[REDACTED] was ejected and was not restrained by the seatbelt he was wearing on the date of incident. The 2001 Ford Ranger overturned several times ejecting him from the vehicle. As a result of this incident, our client has sustained a fractured left arm, bruised sternum, bruised ribs and bodily generally injuries.

I would appreciate it if you would have the appropriate adjuster contact me regarding this claim as soon as possible. I will assume that if I do not hear from your company relative to this matter within the next five (5) days, that suit should be filed against your insured.

Very truly yours,  
LAW OFFICES OF THOMAS J. HENRY

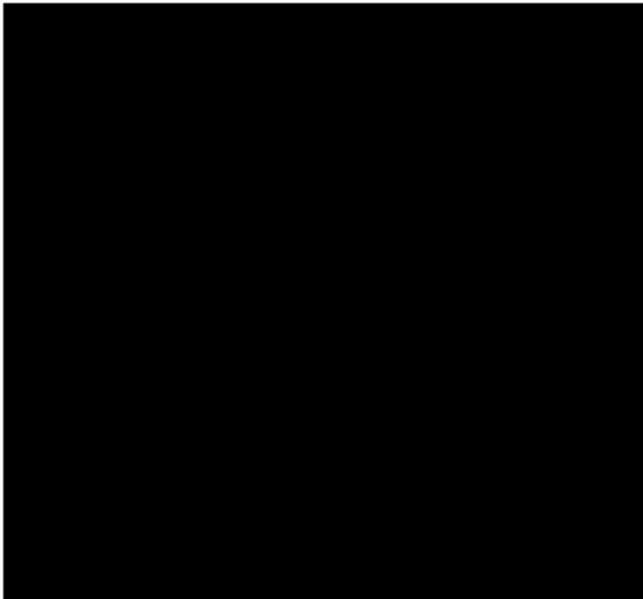
Thomas J. Henry

TJH/mot

Enclosure: Accident report / Copy of recall notice

RO84-011 0259

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA



Plaintiffs,

vs.

FORD MOTOR COMPANY, a Delaware  
corporation; REYNOLDS FORD, INC.,  
an Oklahoma corporation; and  
FIVE STAR FORD, INC., a Delaware  
corporation,

Defendants.

Case No. CJ-04-59

PLAINTIFFS' NOTICE OF TAKING VIDEO DEPOSITION DUCES TECUM  
PURSUANT TO TITLE 12 O.S. §3230 C(5) TO DEFENDANT FORD MOTOR  
COMPANY

**YOU ARE HEREBY NOTIFIED** that Plaintiffs will take the video deposition of the officer(s) of the corporation, employee or other party and/or person(s) identified by at Ford Motor Company, as the person(s) 1.) most knowledgeable, 2.) who can

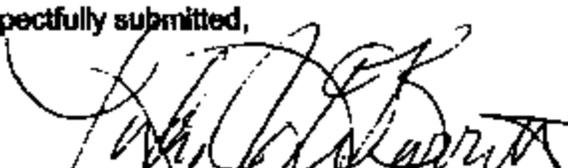
produce and identify the items set forth on Exhibit "A" attached hereto; and, 3.) who can testify concerning the items set forth on Exhibit "A" attached hereto. In accordance with TITLE 12 O.S. §3230 C(5), the corporate deponents shall designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf, and may set forth for each person designated the matters on which the person will testify. Said person or persons designated are also to bring with them the items designated on Exhibit "A" attached hereto.

You are invited to attend and put forth such interrogatories as you may elect. The oral examination will continue from day to day until completed.

The deposition will be taken on behalf of the Plaintiffs at the Ritz Carlton, Dearborn, on the <sup>29<sup>th</sup></sup> day of March, 2004, at the hour of 1:00 o'clock <sup>(noon)</sup> p.m., before a certified court reporter for the State of Michigan.

DATED this 14<sup>th</sup> day of January, 2004.

Respectfully submitted,



Richard L. Denney, OBA No. 2297  
Lydia JoAnn Barrett, OBA No. 11670  
DENNEY & BARRETT, P.C.  
870 Copperfield Drive  
Norman, OK 73072  
Phone: (405) 364-8600  
FAX: (405) 364-3980

ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

I hereby certify that on this 17<sup>th</sup> day of January, 2004, a true and correct copy of the above and foregoing has been mailed postage prepaid to the Defendants named herein, with the original petition.

  
Lydia JoAnn Barrett

EXHIBIT "A"

1. Contracts between Ford and the manufacturer of the component parts of the Front Wheel Hub and Bearing assembly, including the cotter key, retainer nut, and hub grease cap assembly for the Expedition, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002, or the subject platform years.
2. All materials with respect to the effectiveness or reliability of the brakes, wheel bearings, front end chassis components, and wheel cotter pins, suspension system, frame or chassis of the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.
3. Advertising brochures, pamphlets, leaflets, film advertisements, television commercials, promotional sales campaigns or other filmed, taped or visual advertising or other publications **IN COLOR** relating to the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.
4. Claims or lawsuits filed against Ford to recover for personal injuries and/or wrongful death allegedly received or suffered as a result of the negligent design, manufacture, or defective nature of the subject vehicle and/or Brakes, wheel bearings, Wheel Hub, front end chassis, and wheel cotter pins relating to the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.
5. All materials with respect to Ford's correspondence with any outside entity with regard to the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up

model years 1997 through 2002's impact avoidance, maneuverability or occupant protection including but not limited to surrogate studies, crash testing, sled testing, or mathematical simulations such as ADAMS.

6. A complete list including but not limited to a CILOG database download, of all crash tests conducted by FORD, its agents, servants and/or employees, and/or NHTSA, and/or NCAP regarding tests of the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

7. A copy or download of all reports, analysis, minutes, complaints, information, analysis, including warranty analysis or data entries regarding problems with the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 front end or steering systems including but not limited to the front end chassis, Wheel Hub, wheel bearings, brakes, wheel cotter pins including but not limited to all entries on the following Ford databases: CCRG or Critical Concerns Review Group, FRC or Field Review Committee, CQIS or Common Quality Indicator System, OASIS or Online Automotive Service Information System, , MORS II, OR III or Master Owner Relations System, VOQS or Vehicle Owner Questionnaires, AWS or Analytical Warranty System, PES or Product Evaluation Survey, SDA or Safety Data Analysis, WERS or Worldwide Engineering Release System, CNACS or Campaign Notification and Control System, ACES or Automated Claims Entry System II, QC DEALERS GATEWAY, AND ECI. or the Electronic Concern Identification system, Warranty claims analysis, warranty claim reports, OASIS Computer Entries, MORS I, II, or III, CQIS computer entries, General Counsels' Interactive Data Bases Entries, and

claims analysis regarding failures, warranty repairs, accidents, or claims on the subject brakes, wheel bearings, front end chassis, and wheel cotter pins, suspension, or steering.

8. Any documents reflecting analysis of or testing of the steering, handling, frame and chassis, or related to the vehicle's impact avoidance, maneuverability or occupant protection.

9. Copies of all computer printouts and raw data entered into the computer regarding any and all computer modeling or testing of the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 or its predecessor vehicles including but not limited to ADAMS, Failure Mode Effects and Analysis, FMEA, or Finite Element Analysis particularly but not limited to steering and handling, front wheel hub assembly or cotter key and cap components.

10. All proposals or suggestions that have come to the attention of Defendants from within the company suggesting the need to modify the design of the areas under review being the brakes, wheel bearings, front end chassis, and wheel cotter pins, suspension, steering, to eliminate actual or potential safety hazards or risks.

11. Any Product Change Request, critical product problems and possible compliance problems, and deviation from Engineering Requirements regarding the (i) Brakes, wheel bearings, front end chassis, and wheel cotter pins, (ii) suspension, (iii) steering relative to the 1990 through 2002 Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 or its predecessor vehicles.

12. All materials with respect to fleet purchasers or rental car companies such as

Hertz or other car rental companies, suppliers, foreign companies or divisions, or others related to the failure or replacement or repair within the first 75,000 miles of the life of the subject brakes, wheel bearings, front end chassis, and wheel cotter pin, or any accident, injury or claim caused thereby, including documents reflecting when and why the brakes, wheel bearings, front end chassis, and wheel cotter pins were changed, replaced or repaired on Hertz automobiles, or those operated by any fleet or rental agency or corporation within the first 75,000 miles of the life of the component part, with regard to the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

13. All documentation including but not limited to: notes, recording, minutes, agenda, status reports, memos, e-mails, or any other documents that have information about discussions, meetings or communication between Ford and any manufacturer, distributor, or assembler of the brakes, wheel bearings, front end chassis, and wheel cotter pins at any location where the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 is marketed.

14. All materials with respect to the Testing on Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 and its brakes, wheel bearings, front end chassis, and wheel cotter pins.

15. All suspension orders concerning the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 and its brakes, wheel bearings, front end chassis, and wheel cotter pins.

16. Identification of the person or persons within Ford's Design Analysis who was

responsible for doing any investigation of a Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 claim or making decisions about issues concerning the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 and its brakes, wheel bearings, front end chassis, and wheel cotter pins.

17. All memorandum and documents relating to investigation of the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 related to front end, vibration, durability, repair or maintenance problems.

18. Representative copies of all notices, letters, technical service bulletins and other communications actually mailed out to owners, distributors and/or dealers concerning or relating to problems with wheel hubs, bearings, brakes, cotter keys, retainer nuts or other front end components on the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

19. All records of communication between Ford and any insurer, state or federal governmental entity, consumer or safety group or advocates relating to questions, insurance claims, trends, patterns, or failure of the Brakes, wheel bearings, front end chassis, and wheel cotter pins this includes, but is not limited to, data, reports, summaries, reviews, audits or other communications from State Farm Mutual Insurance Company, Allstate Insurance Company, Geico Insurance Company, Progressive Insurance Company, Nationwide Insurance Company, USAA, and the National Highway Transportation (NHTSA) concerning or relating to problems with wheel hubs,

bearings, brakes, cotter keys, retainer nuts or other front end components on the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

20. Any and all documents relating to any cost or cost benefits analysis performed by Ford relating to the decisions to replace, retool, and/or repair its brakes, wheel bearings, front end chassis, and wheel cotter pins anywhere in the world and the decision to continue production of the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 with the original platform front end parts including but not limited to Product Change Requests or Change Orders.

21. All documents that reflect and describe any and all adjustments, warranty and claim rates, related to Defective Brakes, wheel bearings, front end chassis, and wheel cotter pins which relate to the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

22. All design and development documents concerning the 2001-2002 Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 wheel hub and bearing assembly.

23. All unredacted Meeting Minutes of the Board of Directors or Field Review Committee containing financial information concerning the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 program.

24. All document retention manuals or similar documents for covering the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

25. All Critical Concerns Review Group or Field Review Committee documents, entries or data concerning the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 or related safety issues.

26. All documents reflecting handling or control problems or their analysis related to the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

27. All current editions and prior drafts of the 2001 Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 Workshop Manual including but not limited to electronic editions.

28. All Six Sigma reports or documents related to the Ford Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 front end components, wheel hub, wheel bearing, cotter key, or steering and handling issues.

29. All PFMEAs, FMEAs, or related problem identification or design documents for the front end components/systems of the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 including but not limited to Workshop documents, review, Campaign Event Specialist reports or analysis, Design and Release Engineers and Reliability Implementation Engineers or Launch Team reports.

30. All TVC Campaign Prevention Status and Plan documents that deal with incoming part quality, manufacturing process quality, or design deficiency issues with regard to the front end, wheel hub, bearing, and cotter key assemblies for the

Expedition/Navigator, model years 1996-2001 and those assemblies in the Ford F-150 pick-up model years 1997 through 2002.

31. All communications with dealers, mechanics or other service personnel within the Ford dealer system relating to the proper replacement procedure for the front wheel hub, bearing, or cotter key assemblies on the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002, including but not limited to documents detailing warnings of the risk of improper assembly or parts left out in manufacturing.

32. All documents or data reflecting recent recalls, near misses, or lessons learned having to do with the Ford Expedition/ Navigator front end components, wheel bearings, wheel nut, brake or cotter key assemblies.

33. All communications with the named defendant Five Star Ford regarding training of service personnel including but not limited to mechanics' training, Education Training and Development Product and Services, Fairlane Training and Development Center manuals, courses or Programs.

34. The FAO Reliability Guide for Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 or its programs.

35. All FTEP reliability training materials that reflect efforts to design reliability and robustness into the front end components, wheel bearings, wheel hub, spindle, wheel nut or cotter key assemblies and processes involving the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

36. All 8D, 14D, Problem Solving, Cause and Effect, Pareto Charts or 5 Why

documents related to problems or problem solving in the wheel hub, bearings, hub nut, cotter key, brake or other front end assembly part or processes on the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

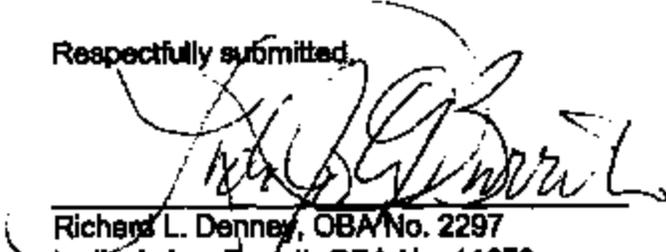
37. All FPDS quality and durability objectives for the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002.

38. Any and all documents reflecting misbuilt, part quality, or product concerns with bearings or assemblies in the Expedition/Navigator, model years 1996-2001 and the Ford F-150 pick-up model years 1997 through 2002 front bearing, wheel hub, or cotter key assembly.

**REQUEST FOR PRODUCTION**

Please produce **FIRST GENERATION** copies of each and every tangible thing whatsoever, including any and all material or information generated or stored electronically, that in any way relates to the subject areas set forth in the above numbered paragraphs.

Respectfully submitted,

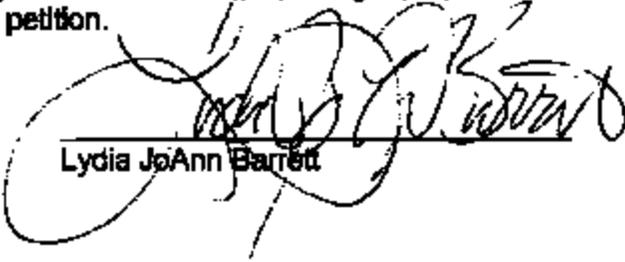


Richard L. Denney, OBA No. 2297  
Lydia JoAnn Barrett, OBA No. 11670  
DENNEY & BARRETT, P.C.  
870 Copperfield Drive  
Norman, OK 73072  
Phone: (405) 364-8800  
FAX: (405) 364-3980

ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

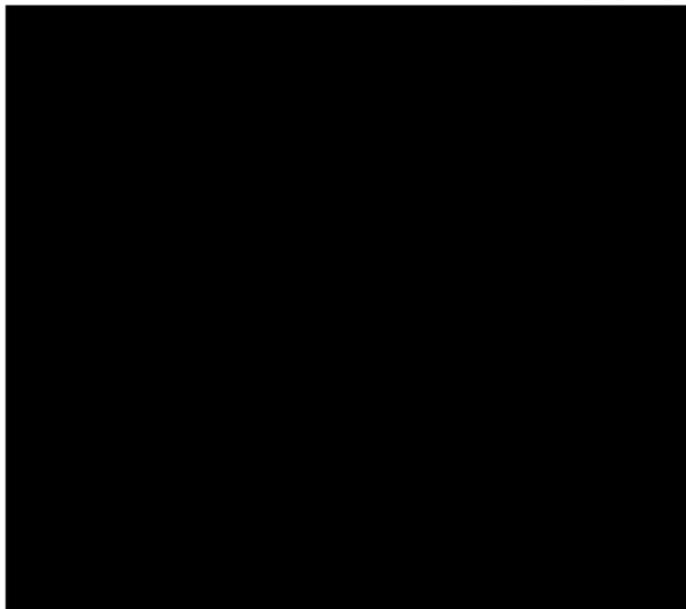
I hereby certify that on this 14<sup>th</sup> day of January, 2004, a true and correct copy of the above and foregoing has been mailed postage prepaid to the Defendants named herein, with the original petition.

  
Lydia JoAnn Barrett

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

STATE OF OKLAHOMA } S.S.  
CLEVELAND COUNTY }  
**FILED** In The  
Office of the Court Clerk  
JAN 13 2004

DOCKET PAGE RECORDED  
Rhonda Hall, Court Clerk  
DEPUTY



Plaintiffs,

vs.

FORD MOTOR COMPANY, a Delaware corporation; REYNOLDS FORD, INC., an Oklahoma corporation; and FIVE STAR FORD, INC., a Delaware corporation,

Defendants.

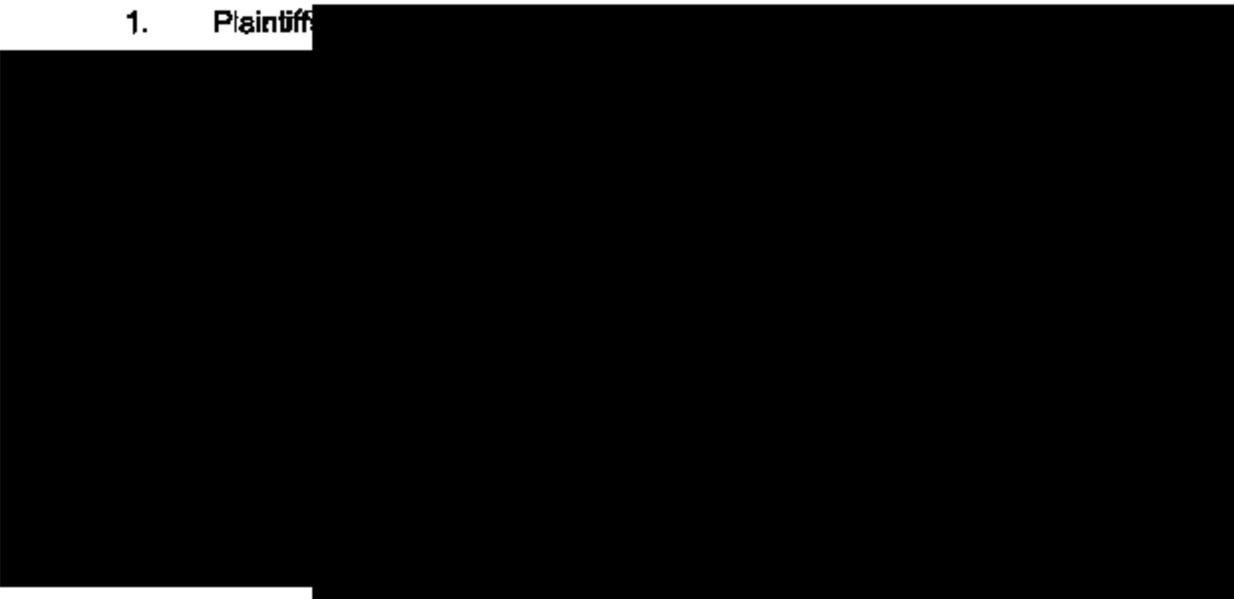
Case No. CJ-04-59 TL

**PETITION**

COME NOW the Plaintiffs, by and through counsel, DENNEY & BARRETT, and for their causes of action against the Defendants FORD MOTOR COMPANY, a Delaware corporation, REYNOLDS FORD, INC., an Oklahoma corporation, and FIVE STAR FORD, Inc., a Delaware corporation, allege and state as follows:

**I. JURISDICTION AND PARTIES**

1. Plaintiff



2. Defendant, FORD MOTOR COMPANY (hereinafter "Ford"), is a Delaware corporation, which may be served as a foreign corporation in care of its registered service agent, The Corporation Company, 735 First National Building, 120 North Robinson, Oklahoma City, OK 73102, and whose business is the research, manufacturing, developing, and distribution of vehicles such as the "Ford Expedition," which is the subject matter of this litigation (hereinafter "Expedition"), which was sold in Oklahoma, and in which Plaintiffs' decedents lost their lives.

3. Defendant, REYNOLDS FORD, INC. (hereinafter "Reynolds"), is an Oklahoma corporation, which may be served in care of its registered service agent, Richard L. Reynolds at 825 North Interstate Drive, Norman, OK 73069, and whose business is the sale and distribution of vehicles such as the "Ford Expedition," which is the subject matter of this litigation (hereinafter "Expedition"), which was sold in Norman, Oklahoma, and in which Plaintiffs' decedents lost their lives.

4. Defendant, FIVE STAR FORD, INC. (hereinafter "Five Star"), is a Delaware corporation, which may be served as a foreign corporation in care of its registered service agent, The Corporation Company, 120 North Robinson, Suite 735, Oklahoma City, OK

73102, and whose business is the sale, servicing, and distribution of vehicles such as the "Ford Expedition," which is the subject matter of this litigation (hereinafter "Expedition"), which was sold in Oklahoma, and in which Plaintiffs' decedents lost their lives.

5. Jurisdiction on said Defendants is invoked in Cleveland County, pursuant to Title 12 O.S. § 134, as follows: An action . . . against a corporation created by the laws of this state, may be brought in the county in which it is situated, or has its principal office or place of business, or in which any of the principal officers thereof may reside, or be summoned, . . .

## II. GENERAL ALLEGATIONS

6. On or about the 24<sup>th</sup> day of July, 2003, in Norman, Oklahoma, Defendant Reynolds sold to Micky and Elizabeth Smith the Expedition that is the subject matter of this action.

7. Prior to its sale, the vehicle had experienced vibration, steering, bearing and other problems that led to it being serviced two days before sale at Five Star Ford, Inc., and the replacement of prematurely failed front end parts.

8. On or about the 28th day of July, 2003, Plaintiffs' decedents, [REDACTED] were killed when they were involved in a motor vehicle accident.

9. The Expedition caused and/or contributed to the Plaintiffs' decedents' deaths.

10. As a result of the defects in manufacturing, design, breach of warranties and failure to warn of the dangerous nature of the vehicle and its component parts, specifically: the front left outer wheel bearing unit and cotter key which failed, causing the

driver [REDACTED] to instantly lose control of the vehicle when the front left outer wheel came off of the vehicle during use.

11. As a result of [REDACTED] their estates have suffered economic loss and pecuniary loss, as well as burial expenses, for which their estates should be compensated, in a sum in excess of \$10,000.00, in accordance with Title 12 O.S. § 1053.

12. Plaintiff [REDACTED] an individual, and as the surviving spouse of [REDACTED] Deceased, and as father of [REDACTED] Deceased, has [REDACTED] [REDACTED] which he should be compensated in a sum in excess of \$10,000.00, in accordance with Title 12 O.S. § 1053.

13. Plaintiff [REDACTED] as guardian and next friend of [REDACTED] [REDACTED] Deceased, affirms that [REDACTED] [REDACTED] for which she should be compensated in a sum in excess of \$10,000.00, in accordance with Title 12 O.S. § 1053.

14. Plaintiff [REDACTED] [REDACTED] Deceased, and as grandparents of [REDACTED] deceased, [REDACTED] [REDACTED] they should be compensated in a sum in excess of \$10,000.00, in accordance with Title

12 O.S. § 1053.

15. As a result of [REDACTED] death, his estate has suffered economic loss and pecuniary loss, as well as medical and burial expenses, for which his estate should be compensated in a sum in excess of \$10,000.00, in accordance with Title 12 O.S. § 1053.

16. Prior to [REDACTED] death, he languished and suffered, for which pain and mental anguish, as well as knowledge of impending death, his estate should be compensated in a sum in excess of \$10,000.00, in accordance with Title 12 O.S. § 1053.

17. Plaintiffs, [REDACTED] an individual, and [REDACTED] an individual, and as the surviving parents of [REDACTED], Deceased, have suffered great mental suffering past and future, as well as loss of love and companionship with their son, for which they should be compensated in a sum in excess of \$10,000.00, in accordance with Title 12 O.S. § 1053.

### III. FIRST CAUSE OF ACTION

#### STRICT LIABILITY IN TORT, FAILURE TO WARN, DEFECTIVE DESIGN, NEGLIGENCE, AND DISTRIBUTION OF DEFECTIVE PRODUCT

18. Plaintiffs incorporate by reference Paragraphs 1 through 17 above, as if fully set forth herein.

19. When the 2001 Expedition belonging to the Plaintiff, [REDACTED] and his [REDACTED] was manufactured by Defendant Ford, sold and distributed by Defendant Reynolds, and serviced prior to its purchase by Defendant Five Star, and at the time of the accident, it was defective and unsafe and imminently dangerous to human life and limb, and was at all times unsafe and inherently dangerous.

20. When the Defendants made the sale and delivery of said vehicle, and/or provided "service" on the vehicle prior to the sale, they knew, or should have known, that the vehicle in question was defective, dangerous, and unsafe; and Defendants knew that said condition was imminently dangerous to life and limb, if and when used for the purpose for which it was promoted, sold and delivered, including but not limited to its use as a passenger vehicle.

21. The Expedition was defective, in that the vehicle's crashworthiness systems, including its occupant compartment and restraint systems, failed to protect the Plaintiffs' decedents, despite such persons reasonably relying upon the safety of the vehicle.

22. The Expedition was defective, in that it contained component parts that were not adequately designed or manufactured to survive its normal usage and in fact it contained faulty parts that failed, bringing about service that led to Defendant Five Star either failing to note the absence of a cotter key, or failing to properly install one.

23. The training and the service manuals of Defendant Ford fail to adequately warn its dealers of the risks involved in failure to note problems such as those in the Expedition.

24. The Defendants, and each of them, failed and neglected, at the time of said sale or at any time thereafter, to inform or notify the buyer or at any time thereafter, to inform or notify the Plaintiffs of the defective and unsafe condition but, on the contrary, falsely represented that the Expedition was in all respects, safe for use in the manner for which it was manufactured and sold and for which it would be used by the general public.

25. At no time did Plaintiffs, the ultimate purchasers of the Expedition, know or have reason to suspect that it was dangerous for any person driving or riding therein.

26. As a direct and proximate result of the defective condition of the Expedition, Plaintiffs suffered damages as enumerated above.

#### **IV. SECOND CAUSE OF ACTION**

##### **WARRANTIES**

27. Plaintiffs incorporate by reference Paragraphs 1 through 26 above, as if fully set forth herein.

28. The Defendants, and each of them, were aware that individuals such as the Plaintiffs, as ultimate users of the Expedition, would be relying on them to provide safe products, thereby expressly and impliedly warranting that the Expedition would be suitable for its intended purposes.

29. As a direct and proximate result of the Defendants' breach of warranties, Plaintiffs suffered damages for injuries as enumerated above.

##### **PRAYER FOR PUNITIVE DAMAGES**

30. Plaintiffs incorporate by reference Paragraphs 1 through 29 above, as if fully set forth herein.

31. The actions of the Defendants, and each of them, were of such gross neglect or of such a reckless disregard for the safety of public in general, and these Plaintiffs in particular, so as to subject them to the imposition of punitive or exemplary damages to punish or make an example of each Defendant in a sum in excess of \$10,000.00 each. In particular:

a. No later than October 2, 1998, Ford's Light Trucks Division, which would include the Expedition that is the subject of this law suit, was in a "state of emergency" as to quality issues and had experienced multiple "re-calls" within a very short period of time due to both design and manufacturing defects. In particular, problems had occurred with regard to preventable conditions on manufactured front-end parts. That those design deficiency problems included poor correlation with the customer's requirements and duty cycle. This condition brought about the failure of front-end parts prematurely in the Expedition, leading to the necessity of service before the design-life of

the front wheel bearings.

b. There had already been other similar incidents where cotter keys had been left out either from the factory or by virtue of Ford's failure to adequately train and supervise its dealerships and service centers such that the Defendants were on notice of a dangerous situation and potential need for re-call and/or retrain their service technicians, but did nothing to remedy the situation.

c. The highest level management officials at Ford Motor Company had received information via database reports of missing cotter keys and wheels coming off of Ford Light Trucks prior to the incident made the subject of this law suit, but again failed to do anything to remedy the situation.

d. Defendant Five Star performed warranty work on the left front wheel bearing by which they replaced the left front bearing on or about March 31, 2003, when the mileage on the vehicle was only 24,000 miles and failed to check the hub assembly for a cotter key and thereafter, install or re-install the cotter key on the wheel. Such action was so grossly negligent and irresponsible as to rise to the level of intentionality.

e. Defendant Reynolds sold the vehicle to the Plaintiffs two (2) days prior to the accident, but failed to thoroughly and properly inspect the vehicle such that it allowed the sale of a defective and unreasonably dangerous vehicle, in violation of Uniform Commercial Code §2-314; and, its sale of this defective vehicle and failure to inspect was of such gross neglect as to be appropriate for punitive damages.

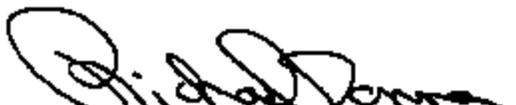
WHEREFORE, Plaintiffs, [REDACTED] an individual, and as co-personal representative of the Estate of [REDACTED] Deceased, and the Estate of [REDACTED] Deceased, and [REDACTED] as guardian and next friend of [REDACTED] and surviving child of [REDACTED] an individual, and [REDACTED], an individual; and [REDACTED] as personal representative of the Estate of [REDACTED]

and as co-personal representative of the Estate of [REDACTED] Deceased, and the Estate of [REDACTED] Deceased, pray for judgment against the Defendants, jointly and severally, in a sum in excess of \$10,000.00, as to each element, in accordance with Title 12 O.S. § 1053, as follows:

1. The loss of financial support of contributions of money to the Plaintiffs from their decedents;
2. The grief of the surviving spouse of [REDACTED]
3. The loss of the society, services, companionship, and marriage relationship of the spouse of [REDACTED]
4. The loss of the society, services, companionship, and parental relationship of [REDACTED]  
[REDACTED]
5. The grief of the Plaintiffs for their decedents;
6. The loss by the parents of companionship and love of the child of Plaintiffs' decedents Elizabeth Ashley Smith, Noah Scott Smith, and Thomas Ashton Brown, by their parents;
7. The pain and suffering of [REDACTED]
8. The medical and burial expenses of [REDACTED]
9. The burial expenses of [REDACTED] and [REDACTED]
10. Destruction of the parent-child relationship;
11. Punitive or Exemplary Damages so as to punish or make an example of the Defendants, and each of them, in a sum in excess of \$10,000.00 as to each Defendant; and

12. Costs of suit, and for such other and further relief as the court deems just and proper.

Respectfully submitted,



Richard L. Denney, OBA No. 2297  
Lydia JoAnn Barrett, OBA No. 11670  
DENNEY & BARRETT, P.C.  
870 Copperfield Drive  
Norman, OK 73072  
Phone: (405) 364-8800  
FAX: (405) 364-3980

ATTORNEYS FOR PLAINTIFFS

**JURY TRIAL DEMANDED**

**ATTORNEY LIEN CLAIMED**

RFB/SMM/mjr 3N-0014  
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION



Plaintiff,

v.

FORD MOTOR COMPANY, a corporation,  
WEBB FORD ON 95TH, L.L.C., an Illinois  
corporation, PACKEY WEBB FORD, an Illinois  
Limited Partnership, CONTINENTAL TIRE, AG,  
a corporation, CONTINENTAL TIRE  
CORPORATION, a corporation,  
CONTINENTAL TIRE NORTH AMERICA, INC.,  
a corporation, CONTINENTAL GENERAL  
TIRE, INC., Individually and d/b/a  
CONTINENTAL TIRE NORTH AMERICA, INC.,  
GENERAL TIRE, INC., GENCORP, INC.,  
GENERAL TIRE INTERNATIONAL COMPANY,  
CG TIRE, INC., CTNA HOLDING CORP.,  
CTNA MANUFACTURING LIMITED  
PARTNERSHIP, CONTITECH NORTH  
AMERICA, TRW AUTOMOTIVE, INC.,  
a corporation, TRW AUTOMOTIVE U.S. LLC,  
BERRY TIRE AND AUTO, INC., a corporation,  
and BERRY TIRE, INC., a corporation,

Defendants.

No.:

Plaintiff demands trial  
by jury

COMPLAINT AT LAW

COUNT 1

STRICT LIABILITY - WRONGFUL DEATH

FORD MOTOR COMPANY

Plaintiff, [REDACTED] individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, FORD MOTOR COMPANY, a corporation (hereinafter referred to as "FORD"), states as follows:

1. On and before August 9, 2002, Defendant, FORD, was engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition owned by Plaintiff [REDACTED] and Decedent [REDACTED], and bearing vehicle identification number 1FMRU15L71 [REDACTED]

2. On and before August 9, 2002, Defendant, FORD, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of its registered agent at CT Corporation System, 208 S. LaSalle Street, Chicago, Illinois 60604.

3. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing VIN number 1FMRU15L71 [REDACTED] was designed, manufactured, distributed and sold by Defendant, FORD.

4. On and before August 9, 2002, Defendant, FORD, had a duty to ensure that the aforesaid 2001 Ford Expedition Sport Utility vehicle was not designed, manufactured, sold and distributed so as to be in an unreasonably dangerous condition.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the city of Corrigan, in the County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle as it traveled in a southbound direction on U.S. Interstate 59, at or near milepost 406 in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

8. On August 9, 2002, and at the time the aforementioned 2001 Ford Expedition motor vehicle left the control of Defendant, FORD, this vehicle was in an unreasonably dangerous condition in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;
- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;
- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendant, FORD, knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendant, FORD, knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;
- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;

- i. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendant, FORD'S own internal guidelines and standards for design and testing of vehicles;
- l. Defendant, FORD, failed to implement design changes that FORD'S own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendant, FORD, failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendant, FORD, knew or should have known rolled over at a higher rate than did passenger cars;
- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;
- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;

- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared to be in place after the vehicle door closed;
- y. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- z. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed

and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;

- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendant, FORD, knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences; and
- ii. was otherwise unreasonably dangerous.

9. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions, Decedent [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

10. [REDACTED] the Wife of [REDACTED], is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

11. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children [REDACTED] and [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED]'S death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED] individually, and as Wife and Independent

Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, FORD MOTOR COMPANY, a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 2**

**NEGLIGENCE - WRONGFUL DEATH**

**FORD MOTOR COMPANY**

Plaintiff [REDACTED] Individually, and as [REDACTED] of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, FORD MOTOR COMPANY, a corporation (hereinafter referred to as "FORD"), states as follows:

1. On and before August 9, 2002, Defendant, FORD, was engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition owned by Plaintiff, LORENA SUAREZ, and Decedent, HONORIO S. SUAREZ, and bearing vehicle identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendant, FORD, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of its registered agent at CT Corporation System, 208 S. LaSalle Street, Chicago, Illinois 60604.

3. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing VIN number 1FMRU15L7 [REDACTED] was designed, manufactured, distributed and sold by Defendant, FORD.

4. On and before August 9, 2002, Defendant, FORD, had a duty to exercise ordinary care in the design, manufacture, distribution and sale of motor vehicles, including the aforesaid 2001 Ford

Expedition Sport Utility vehicle.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the city of Corrigan, in the County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle as it traveled in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

8. On and before August 9, 2002, Defendant, FORD, was negligent in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;
- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;
- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendant, FORD, knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendant, FORD, knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford

Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;

- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- I. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendant, FORD'S own internal guidelines and standards for design and testing of vehicles;
- l. Defendant, FORD, failed to implement design changes that FORD'S own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendant, FORD, failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendant, FORD, knew or should have known rolled over at a higher rate than did passenger cars;
- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did

not include an adequate reminder system to remind occupants to fasten the seat belt;

- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared to be in place after the vehicle door closed;
- y. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- z. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without

proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;

- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendant, FORD, knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences; and
- ii. was otherwise negligent.

9. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED] sustained injuries of a personal and pecuniary nature, resulting in his death on or about August 9, 2002.

10. [REDACTED] the Wife of Decedent, [REDACTED], is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the

Wrongful Death Act of the State of Illinois.

11. [REDACTED] Deceased, left surviving him his wife [REDACTED] and his three children [REDACTED] and [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] Individually and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, FORD MOTOR COMPANY, a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 3**

**STRICT LIABILITY - SURVIVAL ACTION**

**FORD MOTOR COMPANY**

Plaintiff [REDACTED], Individually and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, FORD MOTOR COMPANY, a corporation (hereinafter referred to as "FORD"), states as follows:

1. On and before August 9, 2002, Defendant, FORD, was engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition owned by Plaintiff [REDACTED] and Plaintiff's Decedent [REDACTED], and bearing vehicle identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendant, FORD, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County,

Illinois, and maintained the office of its registered agent at CT Corporation System, 208 S. LaSalle Street, Chicago, Illinois 60604.

3. The aforesaid 2002 Ford Expedition Sport Utility vehicle, bearing VIN number 1FMRU15L [REDACTED] was designed, manufactured, distributed and sold by Defendant, FORD.

4. On and before August 9, 2002, Defendant, FORD, had a duty to ensure that the aforesaid 2001 Ford Expedition Sport Utility vehicle was not designed, manufactured, sold and distributed so as to be in an unreasonably dangerous condition.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the city of Corrigan, in the County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, as it traveled in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

8. On August 9, 2002, and at the time the aforementioned 2001 Ford Expedition motor vehicle left the control of Defendant, FORD, this vehicle was in an unreasonably dangerous condition in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;
- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold

with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;

- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendant, FORD, knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendant, FORD, knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;
- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- l. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendant, FORD'S own internal guidelines and standards for design and testing of vehicles;
- l. Defendant, FORD, failed to implement design changes that FORD'S own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendant, FORD, failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendant, FORD, knew or should have known rolled over at a higher rate than did passenger cars;

- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;
- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the

integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared to be in place after the vehicle door closed;

- y. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- z. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendant, FORD, knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences; and
- ii. was otherwise unreasonably dangerous.

9. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

10. [REDACTED] the Wife of Decedent [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff [REDACTED] Independent Administrator of the Estate of HONORIO S [REDACTED] Deceased, demands judgment against Defendant, FORD MOTOR COMPANY, a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 4**

**NEGLIGENCE - SURVIVAL ACTION**

**FORD MOTOR COMPANY**

Plaintiff, [REDACTED] Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, FORD MOTOR COMPANY, a corporation (hereinafter referred to as "FORD"), states as follows:

1. On and before August 9, 2002, Defendant, FORD, was engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition owned by Plaintiff [REDACTED] and Decedent [REDACTED], and bearing vehicle

identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendant, FORD, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of its registered agent at CT Corporation System, 208 S. LaSalle Street, Chicago, Illinois 60604.

3. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing VIN number 1FMRU15L71 [REDACTED] was designed, manufactured, distributed and sold by Defendant, FORD.

4. On and before August 9, 2002, Defendant, FORD, had a duty to exercise ordinary care in the design, manufacture, distribution and sale of motor vehicles, including the aforesaid 2001 Ford Expedition Sport Utility vehicle.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, as it traveled in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

8. On and before August 9, 2002, Defendant, FORD, was negligent in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold

with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;

- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;
- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendant, FORD, knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendant, FORD, knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;
- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- i. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendant, FORD'S own internal guidelines and standards for design and testing of vehicles;
- l. Defendant, FORD, failed to implement design changes that FORD'S own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;

- m. Defendant, FORD, failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendant, FORD, knew or should have known rolled over at a higher rate than did passenger cars;
- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;
- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable

operating conditions, including rollover occurrences;

- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared to be in place after the vehicle door closed;
- y. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- z. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially

when Defendant, FORD, knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences; and

ii. was otherwise negligent.

9. As a proximate result of one or more of the negligent acts or omissions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives her pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

10. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Z, Deceased, demands judgment against Defendant, FORD MOTOR COMPANY, a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 5**

**WRONGFUL DEATH**

**BREACH OF EXPRESS and IMPLIED WARRANTIES OF MERCHANTABILITY**

**FORD MOTOR CO.**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES,

P.C., complaining of Defendant, FORD MOTOR COMPANY, a corporation (hereinafter referred to as "FORD"), states as follows:

1. On and before August 9, 2002, Defendant, FORD, was a merchant engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including the sale of a 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent, [REDACTED]

[REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendant, FORD, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of its registered agent at CT Corporation System, 208 S. LaSalle Street, Chicago, Illinois 60604.

3. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south City of Corrigan, in the County of Polk, in the State of Texas.

4. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, as it traveled in a southbound direction on U.S. Interstate 59, at or near milepost 406 in Polk County, Texas.

5. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

6. On and before August 9, 2002, Defendant, FORD, did expressly and impliedly warrant that the aforementioned 2001 Ford Expedition sport utility vehicle bearing VIN number 1FMRU15L7 [REDACTED] which had been designed, manufactured, distributed and sold by Defendant, FORD, was of merchantable quality and fit for the ordinary purposes for which such vehicles are used

pursuant to the provisions of the Uniform Commercial Code, 810 ILCS 5/2-313, 314 and 315.

7. On and before August 9, 2002, Defendant, FORD, specifically acknowledged in its 2001 Model Year Warranty Guide that owners may have implied warranties, including "an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purposes for which it was sold)."

8. On and before August 9, 2002, Defendant, FORD, knew that the aforementioned 2001 Expedition Sport Utility vehicle would be sold to the public and placed into the stream of commerce within the State of Illinois.

9. On and before August 9, 2002, in violation of the provisions of 810 of ILCS 5/2-313, 314 and 315, Defendant, FORD, breached the aforementioned express and implied warranties of merchantability since the aforesaid motor vehicle was not of merchantable quality nor fit for the ordinary purposes for which such vehicles are used in that said 2001 Ford Expedition had design characteristics, handling characteristics, a track width, a center of gravity, a tilt table ratio, a suspension system, and a size and type of tires which rendered the vehicle unsafe, unstable and prone to roll over.

10. As a proximate result of the aforementioned breach of the express and implied warranties of merchantability, the aforesaid 2001 Ford Expedition Sport Utility vehicle rolled over, and [REDACTED] sustained injuries of a personal and pecuniary nature which resulted in his death on August 9, 2002.

11. [REDACTED] the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2, 2.1 and 810 ILCS 5/2-313, 314 and 315.

12. [REDACTED] Deceased, left surviving him his wife [REDACTED] and his three children, [REDACTED] all of whom have sustained personal and pecuniary loss as a result of HONORIO S. SUAREZ'S death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, FORD MOTOR COMPANY, INC., a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 6**

**SURVIVAL ACT**

**BREACH OF EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY**

**FORD MOTOR CO.**

Plaintiff, [REDACTED], Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, FORD MOTOR COMPANY, a corporation (hereinafter referred to as "FORD"), states as follows:

1. On and before August 9, 2002, Defendant, FORD, was a merchant engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including the sale of a 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendant, FORD, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County,

Illinois, and maintained the office of its registered agent at CT Corporation System, 208 S. LaSalle Street, Chicago, Illinois 60604.

3. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south, through the City of Corrigan, in the County of Polk, and in the State of Texas.

4. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, while traveling in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Mexico.

5. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

6. On and before August 9, 2002, Defendant, FORD, did expressly and impliedly warrant that the aforementioned 2001 Ford Expedition sport utility vehicle bearing VIN number 1FMRU15L7 [REDACTED] which had been designed, manufactured, distributed and sold by Defendant, FORD, was of merchantable quality and fit for the ordinary purposes for which such vehicles are used pursuant to the provisions of the Uniform Commercial Code, 810 ILCS 5/2-313, 314 and 315.

7. On and before August 9, 2002, Defendant, FORD, specifically acknowledged in its 2001 Model Year Warranty Guide that owners may have implied warranties, including "an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purposes for which it was sold)."

8. On and before August 9, 2002, Defendant, FORD, knew that the aforementioned 2001 Expedition Sport Utility vehicle would be sold to the public and placed into the stream of commerce within the State of Illinois.

9. On and before August 9, 2002, in violation of the provisions of 810 of ILCS 5/2-313, 314 and 315, Defendant, FORD, breached the aforementioned express and implied warranties of merchantability since the aforesaid motor vehicle was not of merchantable quality nor fit for the ordinary purposes for which such vehicles are used in that said 2001 Ford Expedition had design characteristics, handling characteristics, a track width, a center of gravity, a tilt table ratio, a suspension system, and a size and type of tires which rendered the vehicle unsafe, unstable and prone to roll over.

10. As a proximate result of the aforementioned breach of the implied warranty of merchantability, the aforesaid 2001 Ford Expedition Sport Utility vehicle rolled over, and [REDACTED] sustained injuries of a personal and pecuniary nature including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/276.

11. [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2, 2.1 and 810 ILCS 5/2-313, 314 and 315.

WHEREFORE, Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, FORD MOTOR COMPANY, INC., a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 7**

**STRICT LIABILITY - WRONGFUL DEATH**

**WEBB FORD ON 95<sup>TH</sup>, L.L.C. and PACKEY WEBB FORD**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, WEBB FORD ON 95<sup>TH</sup>, L.L.C., an Illinois corporation (hereinafter "WEBB") and PACKEY WEBB FORD, an Illinois Limited Partnership (hereinafter "PACKEY"), states as follows:

1. On and before August 9, 2002, Defendants, WEBB and PACKEY, were engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition sold to Plaintiff, [REDACTED] and Decedent [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the offices of its business at 2601 West 95<sup>th</sup> Street, Evergreen Park, Cook County, Illinois 60805.

3. On and before August 9, 2002, Defendants, WEBB and PACKEY, and each of them, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of a registered agent, Clifford A. Silverman, at 900 Maple in Homewood, Cook County, Illinois.

4. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing vehicle identification number 1FMRU15L7 [REDACTED] was designed, manufactured, distributed, maintained,

repaired, serviced and sold by Defendants, WEBB and PACKEY.

5. On or about August 8, 2002, Defendants, WEBB and PACKEY, and each of them, inspected, maintained, repaired and serviced the aforesaid 2001 Ford Expedition Sport Utility vehicle, and its various component parts.

6. On and before August 9, 2002, Defendants, WEBB and PACKEY, had a duty to ensure that the aforesaid 2001 Ford Expedition Sport Utility vehicle was not designed, manufactured, distributed, maintained, repaired, serviced and/or sold so as to be in an unreasonably dangerous condition.

7. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, and State of Texas.

8. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

9. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

10. On August 9, 2002, and at the time the aforementioned 2001 Ford Expedition motor vehicle left the control of Defendants, WEBB and PACKEY, this vehicle was in an unreasonably dangerous condition in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;

- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;
- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendants knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendants knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;
- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- i. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendants' own internal guidelines and standards for design and testing of vehicles;
- l. Defendants failed to implement design changes that Defendants' own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendants failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendants knew or should have known rolled over at a higher rate than did passenger cars;

- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;
- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the

- seatbelt appeared to be in place after the vehicle door closed;
- y. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
  - z. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
  - aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
  - bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
  - cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
  - dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
  - ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
  - ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
  - gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
  - hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendants knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences;

- ii. failed to properly examine, inspect, and test brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers;
- jj. failed to properly install, repair, service and maintain brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers; and,
- kk. were otherwise unreasonably dangerous.

11. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions, [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

12. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED], Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

13. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children [REDACTED], all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED], Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation, and PACKEY WEBB FORD, an Illinois Limited Partnership, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 8**

**NEGLIGENCE -WRONGFUL DEATH**

**WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C. and PACKEY WEBB FORD**

Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation (hereinafter "WEBB") and PACKEY WEBB FORD, an Illinois Limited Partnership (hereinafter "PACKEY"), states as follows:

1. On and before August 9, 2002, Defendants, WEBB and PACKEY, were engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition sold to Plaintiff [REDACTED] and Decedent [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

2. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained its offices of business at 2601 West 95<sup>th</sup> Street, Evergreen Park, Cook County, Illinois 60805.

3. On and before August 9, 2002, Defendant, WEBB, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of a registered agent, Clifford A. Silverman, at 900 Maple in Homewood, Cook County, Illinois.

4. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing vehicle identification number 1FMRU15L7 [REDACTED] was designed, manufactured, distributed, maintained,

repaired, serviced and sold by Defendants, WEBB and PACKEY.

5. On or about August 8, 2002, Defendants, WEBB and PACKEY, and each of them, inspected, maintained, repaired and serviced the aforesaid 2001 Ford Expedition Sport Utility vehicle, and its various component parts.

6. On and before August 9, 2002, Defendants, WEBB and PACKEY, had a duty to exercise ordinary care in the design, manufacture, sale, and distribution of the aforesaid 2001 Ford Expedition sport utility vehicle, and its related component parts.

7. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, and State of Texas.

8. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

9. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

10. On and before August 9, 2002, Defendants, WEBB and PACKEY, were negligent in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;
- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;

- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendants knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendants knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;
- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- i. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendants' own internal guidelines and standards for design and testing of vehicles;
- l. Defendants failed to implement design changes that Defendants' own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendants failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendants knew or should have known rolled over at a higher rate than did passenger cars;
- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;

- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;
- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared to be in place after the vehicle door closed;
- y. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;

- z. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendant, FORD, knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences;
- ii. failed to properly examine, inspect, and test brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers;
- jj. failed to properly install, repair, service and maintain brakes, when Defendants

knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers; and,

kk. were otherwise negligent.

11. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED], sustained injuries of a personal and pecuniary nature, resulting in his death.

12. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

13. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children, [REDACTED] and [REDACTED], all of whom have sustained personal and pecuniary loss as a result of [REDACTED]'s death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED], Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation, and PACKY WEBB FORD, an Illinois Limited Partnership, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 9**

**STRICT LIABILITY - SURVIVAL ACTION**

**WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C. and PACKY WEBB FORD**

Plaintiff [REDACTED], Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation (hereinafter "WEBB"), and PACKEY WEBB FORD, an Illinois Limited Partnership (hereinafter "PACKEY"), states as follows:

1. On and before August 9, 2002, Defendants, WEBB and PACKEY, were engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition sold to Plaintiff, [REDACTED] and Decedent, [REDACTED], and bearing vehicle identification number 1FMRU15L7[REDACTED]

2. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the offices of its business at 2601 West 95<sup>th</sup> Street, Evergreen Park, Cook County, Illinois 60805.

3. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of a registered agent, Clifford A. Silverman, at 900 Maple in Homewood, Cook County, Illinois.

4. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing VIN number 1FMRU15L7[REDACTED] was designed, manufactured, distributed, maintained, repaired, serviced and sold by Defendants, WEBB and PACKEY.

5. On or about August 8, 2002, Defendants, WEBB and PACKEY, and each of them, inspected, maintained, repaired and serviced the aforesaid 2001 Ford Expedition Sport Utility vehicle.

and its various component parts.

6. On and before August 9, 2002, Defendants, WEBB and PACKEY, had a duty to ensure that the aforesaid 2001 Ford Expedition Sport Utility vehicle was not designed, manufactured, sold and distributed so as to be in an unreasonably dangerous condition.

7. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, in the State of Texas.

8. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle in a southbound direction on U.S. Interstate 59, near milepost 406, in Polk County, Texas.

9. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

10. On August 9, 2002, and at the time the aforementioned 2001 Ford Expedition motor vehicle left the control of Defendants, WEBB and PACKEY, this vehicle was in an unreasonably dangerous condition in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;
- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;
- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendants knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and

prone to rollover;

- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendants knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;
- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- i. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendants' own internal guidelines and standards for design and testing of vehicles;
- l. Defendants failed to implement design changes that Defendants' own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendants failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendants knew or should have known rolled over at a higher rate than did passenger cars;
- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to

- properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
  - q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;
  - r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
  - s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seathelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
  - t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
  - u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
  - v. Defendants equipped the 2001 Ford Expedition vehicle with a seathelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
  - w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
  - x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seathelt appeared to be in place after the vehicle door closed;
  - y. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
  - z. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford

Expedition rendered the vehicle unsafe, unstable and prone to rollover;

- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendants knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences;
- ii. failed to properly examine, inspect, and test brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers;
- jj. failed to properly install, repair, service and maintain brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of

providing proper and adequate performance and protection during foreseeable vehicle maneuvers; and,

kk. was otherwise unreasonably dangerous.

11. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious [REDACTED] and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

12. [REDACTED] the Wife of Decedent [REDACTED] the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff, [REDACTED], Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation, and PACKEY WEBB FORD, an Illinois Limited Partnership, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 10**

**NEGLIGENCE - SURVIVAL ACTION**

**WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C. and PACKEY WEBB FORD**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED], Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation (hereinafter "WEBB") and PACKEY WEBB FORD, an Illinois Limited Partnership (hereinafter

"PACKEY"), states as follows:

1. On and before August 9, 2002, Defendants, WEBB and PACKEY, were engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including a 2001 Ford Expedition sold to Plaintiff, [REDACTED] and Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L7[REDACTED]

2. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the offices of its business at 2601 West 95<sup>th</sup> Street, Evergreen Park, Cook County, Illinois 60805.

3. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of a registered agent, Clifford A. Silverman, at 900 Maple in Homewood, Cook County, Illinois.

4. The aforesaid 2001 Ford Expedition Sport Utility vehicle, bearing vehicle identification number 1FMRU15L71[REDACTED] was designed, manufactured, distributed, maintained, repaired, serviced and sold by Defendants, WEBB and PACKEY.

5. On or about August 8, 2002, Defendants, WEBB and PACKEY, and each of them, inspected, maintained, repaired and serviced the aforesaid 2001 Ford Expedition Sport Utility vehicle, and its various component parts.

6. On and before August 9, 2002, Defendants, WEBB and PACKEY, had a duty to exercise ordinary care in the design, manufacture, sale, and distribution of the aforesaid 2001 Ford Expedition sport utility vehicle, and its related component parts.

7. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, in the State of Texas.

8. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, traveling in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

9. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

10. On and before August 9, 2002, Defendants, WEBB and PACKEY, were negligent in one or more of the following respects:

- a. the 2001 Ford Expedition's design, shape, size and configuration rendered it unreasonably unstable, unsafe and prone to rollover;
- b. the 2001 Ford Expedition was designed, manufactured, distributed and sold with a center of gravity, tilt table ratio, suspension system and other vehicle characteristics that rendered it unstable, unsafe and prone to rollover;
- c. the 2001 Ford Expedition was designed, manufactured, distributed and sold with design, engineering and dynamic characteristics that rendered it unstable, unsafe and prone to rollover;
- d. designed, manufactured, distributed and sold the 2001 Ford Expedition when Defendants knew or should have known that static and dynamic measurements of vehicle stability rendered the Expedition unsafe, unstable, dangerous and prone to rollover;
- e. designed, manufactured, marketed, distributed and sold the 2001 Ford Expedition as an all-purpose family vehicle when Defendants knew or should have known that the Expedition was not as safe or stable as passenger cars;
- f. designed, manufactured, distributed, sold and provided the 2001 Ford Expedition with tires that were unsafe, unsuitable and dangerous for use on said Expedition;

- g. designed, manufactured, distributed and sold the 2001 Ford Expedition with inadequate and unsafe standards of crash-worthiness, and without taking proper and sufficient precautions to prevent occupant ejection;
- h. failed to provide purchasers with adequate, sufficient, accurate and proper warnings and information concerning the unsafe, unstable, and dangerous conditions of the 2001 Ford Expedition vehicle;
- i. failed to properly test, monitor and inspect the condition of the 2001 Ford Expedition to ensure that it was safe, suitable, and appropriate for use on the roadway;
- j. designed, manufactured, assembled and sold the 2001 Ford Expedition without conducting limits testing;
- k. designed, manufactured, assembled and sold the 2001 Ford Expedition without complying with Defendants' own internal guidelines and standards for design and testing of vehicles;
- l. Defendants failed to implement design changes that Defendants' own engineers knew were necessary to render the 2001 Ford Expedition safe for use during foreseeable operating conditions;
- m. Defendants failed to utilize high penetration resistant laminated glass or glass/plastic laminated glass in its design and manufacture of the 2001 Expedition Sport Utility vehicle, which Defendants knew or should have known rolled over at a higher rate than did passenger cars;
- n. the 2001 Ford Expedition vehicle was equipped with a seatbelt restraint system that was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- o. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had a design, buckle, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- p. the 2001 Ford Expedition vehicle was equipped with a seatbelt system that had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- q. the 2001 Ford Expedition vehicle utilized a seatbelt restraint system that did not include an adequate reminder system to remind occupants to fasten the seat belt;

- r. Defendants failed to modify the design of the seatbelt system in the 2001 Expedition vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- s. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition vehicles as to the operation of the seatbelt restraint system, after Defendants knew or should have known of the dangerous and unsafe design of their seatbelt system;
- t. Defendants failed to equip the 2001 Ford Expedition vehicle with glazing or laminated glass when Defendants knew or should have known its occupant restraint system was inadequate to prevent ejection during a rollover occurrence;
- u. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition vehicle on the inadequate restraint provided to passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- v. Defendants equipped the 2001 Ford Expedition vehicle with a seatbelt system that had a design, buckle and bracket mountings that provided completely inadequate restraint to an occupant;
- w. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- x. Defendants failed to provide any type of dashboard chimes or other visible or audible warning device to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared to be in place after the vehicle door closed;
- y. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- z. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- aa. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- bb. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;

- cc. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold without providing adequate and safe roof strength;
- dd. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was incapable of providing proper and adequate protection to occupants during foreseeable rollover occurrences;
- ee. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was not sufficiently strong and durable to prevent crushing of the roof and intrusion of the roof into the occupant compartment of the vehicle during foreseeable rollover occurrences;
- ff. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with A and B pillars that were inadequate in design, location, placement and composition to properly and adequately support the vehicle's roof during foreseeable rollover occurrences;
- gg. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with a roof that was made from materials and components that provided insufficient strength and durability;
- hh. the 2001 Ford Expedition was designed, manufactured, assembled, distributed and sold with an unsafe and insufficient occupant restraint system, especially when Defendants knew or should have known that the Expedition's roof would crush and intrude into the occupant compartment during foreseeable driving occurrences;
- ii. failed to properly examine, inspect, and test brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers;
- jj. failed to properly install, repair, service and maintain brakes, when Defendants knew, or should have known, that the Expedition's brakes were incapable of providing proper and adequate performance and protection during foreseeable vehicle maneuvers; and,
- kk. were otherwise negligent.

11. As a proximate result of one or more of the negligent acts or omissions [REDACTED]

[REDACTED] sustained injuries of a personal and pecuniary nature, [REDACTED]

[REDACTED] and had he survived, he would have been entitled to

bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

12. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff, [REDACTED] Individually, and Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation, and PACKEY WEBB FORD, an Illinois Limited Partnership, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 11**

**WRONGFUL DEATH**

**BREACH OF EXPRESS and IMPLIED WARRANTIES OF MERCHANTABILITY**

**WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C. and PACKEY WEBB FORD**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED], Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation (hereinafter "WEBB") and PACKEY WEBB FORD, an Illinois Limited Partnership (hereinafter "PACKEY"), states as follows:

1. On and before August 9, 2002, Defendants, WEBB and PACKEY, were merchants engaged in the business of designing, manufacturing, distributing and selling motor vehicles,

including the sale of a 2001 Ford Expedition owned by Plaintiff, [REDACTED], and Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L71[REDACTED]

2. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing, maintaining, repairing, servicing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the offices of its business at 2601 West 95<sup>th</sup> Street, Evergreen Park, Cook County, Illinois 60805.

3. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing, maintaining, repairing, servicing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of a registered agent, Clifford A. Silverman, at 900 Maple in Homewood, Cook County, Illinois.

4. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, and State of Texas.

5. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

6. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by [REDACTED] when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

7. On and before August 9, 2002, Defendants, WEBB and PACKEY, did expressly and impliedly warrant that the aforementioned 2001 Ford Expedition sport utility vehicle bearing VIN number 1FMRU15L71[REDACTED] which had been designed, manufactured, distributed and sold by Defendants, WEBB and PACKEY, was of merchantable quality and fit for the ordinary purposes for

which such vehicles are used pursuant to the provisions of the Uniform Commercial Code, 810 ILCS 5/2-313, 314 and 315.

8. On and before August 9, 2002, Defendants, WEBB and PACKEY, specifically acknowledged in its 2001 Model Year Warranty Guide that owners may have implied warranties, including "an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purposes for which it was sold)."

9. On and before August 9, 2002, Defendants, WEBB and PACKEY, knew that the aforementioned 2001 Expedition Sport Utility vehicle would be sold to the public and placed into the stream of commerce within the State of Illinois.

10. On and before August 9, 2002, in violation of the provisions of 810 ILCS 5/2-313, 314 and 315, Defendants, WEBB and PACKEY, breached the aforementioned express and implied warranties of merchantability since the aforesaid motor vehicle was not of merchantable quality nor fit for the ordinary purposes for which such vehicles are used in that said 2001 Ford Expedition had design characteristics, handling characteristics, a track width, a center of gravity, a tilt table ratio, a suspension system, and a size and type of tires which rendered the vehicle unsafe, unstable and prone to roll over.

11. As a proximate result of the aforementioned breach of the express and implied warranties of merchantability, the aforesaid 2001 Ford Expedition Sport Utility vehicle rolled over, and [REDACTED] sustained injuries of a personal and pecuniary nature which resulted in his death on August 9, 2002.

12. [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740

ILCS 180/1, 2, 2.1 and 810 ILCS 5/2-313, 314 and 315.

13. [REDACTED], Deceased, left surviving him his wife [REDACTED] and his three children, [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED] individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation, and PACKEY WEBB FORD, an Illinois Limited Partnership, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 12**

**SURVIVAL ACT**

**BREACH OF EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY**

**WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C. and PACKEY WEBB FORD**

Plaintiff, [REDACTED] individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation (hereinafter "WEBB") and PACKEY WEBB FORD, an Illinois Limited Partnership (hereinafter "PACKEY"), states as follows:

1. On and before August 9, 2002, Defendants, WEBB and PACKEY, were merchants engaged in the business of designing, manufacturing, distributing and selling motor vehicles, including the sale of a 2001 Ford Expedition owned by Plaintiff [REDACTED] and Decedent,

██████████ and bearing vehicle identification number 1FMRU15L71 ██████████

2. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing, maintaining, repairing, servicing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the offices of their business at 2601 West 95<sup>th</sup> Street, Evergreen Park, Cook County, Illinois 60805.

3. On and before August 9, 2002, Defendants, WEBB and PACKEY, engaged in the business of designing, manufacturing, distributing, maintaining, repairing, servicing and selling motor vehicles in and throughout Cook County, Illinois, and maintained the office of a registered agent, Clifford A. Silverman, at 900 Maple in Homewood, Cook County, Illinois.

4. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, in the County of Polk, and State of Texas.

5. On or about August 9, 2002, Plaintiff's Decedent, ██████████ was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

6. On August 9, 2002, at the aforesaid location, Plaintiff's Decedent, ██████████ ██████████ was a passenger in the aforesaid 2001 Ford Expedition motor vehicle driven by ██████████ ██████████ when the subject vehicle rolled over, resulting in injuries of a personal and pecuniary nature.

7. On and before August 9, 2002, Defendants, WEBB and PACKEY, did expressly and impliedly warrant that the aforementioned 2001 Ford Expedition sport utility vehicle bearing VIN number 1FMRU15L7 ██████████ which had been designed, manufactured, distributed and sold by Defendants, WEBB and PACKEY, was of merchantable quality and fit for the ordinary purposes for which such vehicles are used pursuant to the provisions of the Uniform Commercial Code, 810 ILCS

5/2-313, 314 and 315.

8. On and before August 9, 2002, Defendants, WEBB and PACKEY, specifically acknowledged in the 2001 Model Year Warranty Guide that owners may have implied warranties, including "an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purposes for which it was sold)."

9. On and before August 9, 2002, Defendants, WEBB and PACKEY, knew that the aforementioned 2001 Expedition Sport Utility vehicle would be sold to the public and placed into the stream of commerce within the State of Illinois.

10. On and before August 9, 2002, in violation of the provisions of 810 ILCS 5/2-313, 314 and 315, Defendants, WEBB and PACKEY, breached the aforementioned express and implied warranties of merchantability since the aforesaid motor vehicle was not of merchantable quality nor fit for the ordinary purposes for which such vehicles are used in that said 2001 Ford Expedition had design characteristics, handling characteristics, a track width, a center of gravity, a tilt table ratio, a suspension system, and a size and type of tires which rendered the vehicle unsafe, unstable and prone to roll over.

11. As a proximate result of the aforementioned breach of the implied warranty of merchantability, the aforesaid 2001 Ford Expedition vehicle rolled over, and [REDACTED] sustained injuries of a personal and pecuniary nature including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

12. [REDACTED] is the duly appointed Independent Administrator of the Estate of

Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, WEBB FORD ON 95<sup>TH</sup> STREET, L.L.C., an Illinois corporation, and PACKY WEBB FORD, an Illinois Limited Partnership, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 13**

**STRICT LIABILITY - WRONGFUL DEATH**

**CONTINENTAL TIRE, AG. CONTINENTAL TIRE CORPORATION, CONTINENTAL TIRE NORTH AMERICA, INC., CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., GENCORP, INC., GENERAL TIRE INTERNATIONAL COMPANY, CG FIRE, INC., CTNA HOLDING CORP., CTNA MANUFACTURING LIMITED PARTNERSHIP, CONTITECH NORTH AMERICA**

Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, CONTINENTAL TIRE, AG, a corporation (hereinafter "CTAG"), CONTINENTAL TIRE CORPORATION, INC., a corporation (hereinafter "CONTINENTAL"), CONTINENTAL TIRE NORTH AMERICA, INC., a corporation, (hereinafter "CTNA"), CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC. (hereinafter "CONTINENTAL GENERAL"), GENERAL TIRE, INC., a corporation (hereinafter "GENERAL"), GENCORP, INC., a corporation (hereinafter "GENCORP"), GENERAL TIRE INTERNATIONAL COMPANY, a corporation (hereinafter

"INTERNATIONAL"), CG TIRE, INC., a corporation (hereinafter "CG"), CTNA HOLDING CORP., a corporation (hereinafter "HOLDING"), CTNA MANUFACTURING LIMITED PARTNERSHIP (hereinafter "MANUFACTURING"), a limited partnership, CONTITECH NORTH AMERICA, a corporation (hereinafter "CONTITECH"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling tires, including a tire known as the Continental AW tires, size P275/60R17 (hereinafter "Continental AW Tires").

2. On and before August 9, 2002, Defendants, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were the actual and/or apparent partners, subsidiaries, and/or agents of Defendants, CTAG, CONTINENTAL, CTNA.

3. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling tires for motor vehicles in and throughout Cook County, Illinois.

4. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED] was equipped with said Continental AW tires, that had been designed, tested, manufactured, distributed and sold by CTAG, CONTINENTAL, CTNA,

CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them.

5. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, had a duty to ensure that the aforesaid Continental AW tires were designed, tested, manufactured, sold and distributed so as not to be in an unreasonably dangerous condition.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Carrigan, County of Polk, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tires suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by [REDACTED] which resulted in the vehicle rolling over and the death of [REDACTED]

9. On August 9, 2002, and at the time the aforementioned Continental AW tires left the control of Defendants, CTAG, CONTINENTAL and CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, these tires were in an unreasonably dangerous condition in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the Sandoval's 2001

Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;

- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- c. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- e. designed, manufactured, distributed, installed and sold Continental AW, size P275/60R17 tires which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- f. designed, manufactured, distributed, installed and sold Continental AW, size P275/60R17 tires which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, installed and sold Continental AW, size P275/60R17 tires without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
- h. designed, distributed, installed and mounted Continental AW, size P275/60R17 tires on the [REDACTED] 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the installation of tires so as to ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;
- j. failed to properly devise, engineer, implement, manufacture, market and adopt a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution

and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;

1. were otherwise unreasonably dangerous.

10. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

11. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED], Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

12. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children [REDACTED] and [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, CONTINENTAL TIRE, AG, a corporation, CONTINENTAL TIRE CORPORATION, INC., a corporation, CONTINENTAL TIRE NORTH AMERICA, INC., a corporation, CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., a corporation, GENCORP, INC., a corporation, GENERAL TIRE INTERNATIONAL COMPANY, a corporation, CG TIRE, INC., a corporation, CTNA HOLDING CORP., a corporation, CTNA MANUFACTURING LIMITED PARTNERSHIP,

a limited partnership, CONTITECH NORTH AMERICA, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 14**

**NEGLIGENCE - WRONGFUL DEATH**

**CONTINENTAL TIRE, AG, CONTINENTAL TIRE CORPORATION, INC. and CONTINENTAL TIRE NORTH AMERICA, INC., CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., GENCORP, INC., GENERAL TIRE INTERNATIONAL COMPANY, CG TIRE, INC., CTNA HOLDING CORP., CTNA MANUFACTURING LIMITED PARTNERSHIP, CONTITECH NORTH AMERICA**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, CONTINENTAL TIRE, AG, a corporation (hereinafter "CTAG"), CONTINENTAL TIRE CORPORATION, INC., a corporation (hereinafter "CONTINENTAL"), CONTINENTAL TIRE NORTH AMERICA, INC., a corporation, (hereinafter "CTNA"), CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC. (hereinafter "CONTINENTAL GENERAL"), GENERAL TIRE, INC., a corporation (hereinafter "GENERAL"), GENCORP, INC., a corporation (hereinafter "GENCORP"), GENERAL TIRE INTERNATIONAL COMPANY, a corporation (hereinafter "INTERNATIONAL"), CG TIRE, INC., a corporation (hereinafter "CG"), CTNA HOLDING CORP., a corporation (hereinafter "HOLDING"), CTNA MANUFACTURING LIMITED PARTNERSHIP (hereinafter "MANUFACTURING"), a limited partnership, CONTITECH NORTH AMERICA, a corporation (hereinafter "CONTITECH") and each of them, states as follows:

1. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA,

CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling tires, including a tire known as the Continental AW, Size P275/60R17 (hereinafter "Continental AW tires").

2. On and before August 9, 2002, Defendants, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were the actual and/or apparent partners, subsidiaries, and/or agents of Defendants, CTAG, CONTINENTAL, CTNA

3. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling tires for motor vehicles in and throughout Cook County, Illinois.

4. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L7[REDACTED] was equipped with said Continental AW tires, that had been designed, tested, manufactured, distributed and sold by CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them.

5. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, had a duty to exercise ordinary care in

the design, manufacture, sale, and distribution of the aforesaid Continental AW tires.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Cook, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tire suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by [REDACTED] which resulted in the vehicle rolling over and the death of [REDACTED]

9. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were negligent in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- c. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;

- e. designed, manufactured, distributed, installed and sold Continental AW tires which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- f. designed, manufactured, distributed, installed and sold Continental AW tires, size P275/60R17, which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, installed and sold Continental AW tires, size P275/60R17, without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
- h. designed, distributed, installed and mounted Continental AW tires, size P275/60R17, on the Suarez's 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the installation of tires so as to ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;
- j. failed to properly devise, engineer, implement, manufacture, market and adopt a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- l. were otherwise negligent.

10. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED] sustained injuries of a personal and pecuniary nature, resulting in his death on or about August 9, 2002.

11. [REDACTED] the Wife of Decedent, [REDACTED] is the duly

appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

12. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children, [REDACTED] and [REDACTED], all of whom have sustained personal and pecuniary loss as a result of [REDACTED]'s death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, CONTINENTAL TIRE, AG, corporation, CONTINENTAL TIRE CORPORATION, INC., CONTINENTAL TIRE NORTH AMERICA, INC., CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., a corporation, GENCORP, INC., a corporation, GENERAL TIRE INTERNATIONAL COMPANY, a corporation, CG TIRE, INC., a corporation, CTNA HOLDING CORP., a corporation, CTNA MANUFACTURING LIMITED PARTNERSHIP, a limited partnership, and CONTTECH NORTH AMERICA, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 15**

**STRICT LIABILITY - SURVIVAL ACT**

**CONTINENTAL TIRE, AG, CONTINENTAL TIRE CORPORATION, INC. and CONTINENTAL TIRE NORTH AMERICA, INC., CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., GENCORP, INC., GENERAL TIRE INTERNATIONAL COMPANY, CG TIRE, INC., CTNA HOLDING CORP., CTNA MANUFACTURING**

**LIMITED PARTNERSHIP, CONTITECH NORTH AMERICA**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, CONTINENTAL TIRE, AG (hereinafter "CTAG"), CONTINENTAL TIRE CORPORATION, INC., a corporation, (hereinafter "CONTINENTAL"), CONTINENTAL TIRE NORTH AMERICA, INC., a corporation, (hereinafter "CTNA"), CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC. (hereinafter "CONTINENTAL GENERAL"), GENERAL TIRE, INC., a corporation (hereinafter "GENERAL"), GENCORP, INC., a corporation (hereinafter "GENCORP"), GENERAL TIRE INTERNATIONAL COMPANY, a corporation (hereinafter "INTERNATIONAL"), CG TIRE, INC., a corporation (hereinafter "CG"), CTNA HOLDING CORP., a corporation (hereinafter "HOLDING"), CTNA MANUFACTURING LIMITED PARTNERSHIP (hereinafter "MANUFACTURING"), a limited partnership, CONTITECH NORTH AMERICA, a corporation (hereinafter "CONTITECH"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling tires, including a tire known as the Continental AW, Size P275/60R17 (hereinafter "Continental AW tires").

2. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, engaged in the business of designing,

testing, manufacturing, distributing and selling tires for motor vehicles in and throughout Cook County, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent, [REDACTED], and bearing vehicle identification number 1FMRU15L7[REDACTED] was equipped with said Continental AW tires, that had been designed, tested, manufactured, distributed and sold by CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them.

4. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, had a duty to ensure that the aforesaid Continental AW tires were designed, tested, manufactured, sold and distributed so as not to be in an unreasonably dangerous condition.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED], was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tires suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, which resulted in the vehicle rolling over and the death of [REDACTED]

8. On August 9, 2002, and at the time the aforementioned Continental AW tires left the control of Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, these tires were in an unreasonably dangerous condition in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- c. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
- e. designed, manufactured, distributed, installed and sold Continental AW tires, size P275/60R17, which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- f. designed, manufactured, distributed, installed and sold Continental AW tires, size P275/60R17, which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, installed and sold Continental AW tires, size P275/60R17, without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
- h. designed, distributed, installed and mounted Continental AW tires, size P275/60R17, on the [REDACTED]'s 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the installation of tires so as to

ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;

- j. failed to properly devise, engineer, implement, manufacture, market and adopt a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- l. were otherwise unreasonably dangerous.

9. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

10. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

11. [REDACTED], the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff, [REDACTED] individually, and as Wife and Independent

Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, CONTINENTAL TIRE, AG, a corporation, CONTINENTAL TIRE CORPORATION, INC., CONTINENTAL TIRE NORTH AMERICA, INC., CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., a corporation, GENCORP, INC., a corporation, GENERAL TIRE INTERNATIONAL COMPANY, a corporation, CG TIRE, INC., a corporation, CTNA HOLDING CORP., a corporation, CTNA MANUFACTURING LIMITED PARTNERSHIP, a limited partnership, CONTITECH NORTH AMERICA, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 16**

**NEGLIGENCE - SURVIVAL ACT**

**CONTINENTAL TIRE, AG, CONTINENTAL TIRE CORPORATION, CONTINENTAL TIRE NORTH AMERICA, INC., CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., GENCORP, INC., GENERAL TIRE INTERNATIONAL COMPANY, CG TIRE, INC., CTNA HOLDING CORP., CTNA MANUFACTURING LIMITED PARTNERSHIP, CONTITECH NORTH AMERICA**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, CONTINENTAL TIRE, AG, a corporation (hereinafter "CTAG"), CONTINENTAL TIRE CORPORATION, INC., a corporation, (hereinafter "CONTINENTAL"), CONTINENTAL TIRE NORTH AMERICA, INC., a corporation, (hereinafter "CTNA"), CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC. (hereinafter "CONTINENTAL GENERAL"), GENERAL TIRE, INC., a

corporation (hereinafter "GENERAL"), GENCORP, INC., a corporation (hereinafter "GENCORP"), GENERAL TIRE INTERNATIONAL COMPANY, a corporation (hereinafter "INTERNATIONAL"), CG TIRE, INC., a corporation (hereinafter "CG"), CTNA HOLDING CORP., a corporation (hereinafter "HOLDING"), CTNA MANUFACTURING LIMITED PARTNERSHIP (hereinafter "MANUFACTURING"), a limited partnership, CONTITECH NORTH AMERICA, a corporation (hereinafter "CONTITECH"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling tires, including a tire known as the Continental AW, Size P275/60R17 (hereinafter "Continental AW tires").

2. On and before August 9, 2002, Defendants, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were the actual and/or apparent partners, subsidiaries, and/or agents of Defendants, CTAG, CONTINENTAL, CTNA.

3. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling tires for motor vehicles in and throughout Cook County, Illinois.

4. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED], and Decedent [REDACTED] and bearing vehicle identification

number 1FMRU15L7 [REDACTED] was equipped with said Continental AW tires, that had been designed, tested, manufactured, distributed and sold by CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them.

5. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, had a duty to exercise ordinary care in the design, manufacture, sale, and distribution of the aforesaid Continental AW tires.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tire suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, which resulted in the vehicle rolling over and the death of [REDACTED]

9. On and before August 9, 2002, Defendants, CTAG, CONTINENTAL, CTNA, CONTINENTAL GENERAL, GENERAL, GENCORP, INTERNATIONAL, CG, HOLDING, MANUFACTURING, and CONTITECH, and each of them, were negligent in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the Suarez's 2001 Ford

- Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
  - c. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
  - d. the tires were designed, manufactured, distributed, marketed and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendant knew or should have known their tires would be used;
  - e. designed, manufactured, distributed, installed and sold Continental AW tires, size P275/60R17, which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
  - f. designed, manufactured, distributed, installed and sold Continental AW tires, size P275/60R17, which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
  - g. designed, distributed, installed and sold Continental AW tires, size P275/60R17, without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
  - h. designed, distributed, installed and mounted Continental AW tires, size P275/60R17, on the [REDACTED] 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
  - i. failed to properly monitor, inspect and control the installation of tires so as to ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;
  - j. failed to properly devise, engineer, implement, manufacture, market and adopt a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
  - k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable

and dangerous;

1. were otherwise negligent.

10. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED] sustained injuries of a personal and pecuniary nature, resulting in his death.

11. As a proximate result of one or more of the negligent acts and/or omissions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

12. [REDACTED] the Wife of Decedent [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, CONTINENTAL TIRE, AG, a corporation, CONTINENTAL TIRE CORPORATION, INC., a corporation, CONTINENTAL TIRE NORTH AMERICA, a corporation, CONTINENTAL GENERAL TIRE, INC., Individually and d/b/a CONTINENTAL TIRE NORTH AMERICA, INC., GENERAL TIRE, INC., a corporation, GENCORP, INC., a corporation, GENERAL TIRE INTERNATIONAL COMPANY, a corporation, CG TIRE, INC., a corporation, CTNA HOLDING CORP., a corporation, CTNA MANUFACTURING LIMITED PARTNERSHIP, a limited

partnership, CONTITECH NORTH AMERICA, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 17**

**STRICT LIABILITY- WRONGFUL DEATH**

**TRW AUTOMOTIVE, INC. and TRW AUTOMOTIVE U.S., LLC**

Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, TRW AUTOMOTIVE, INC., a corporation, (hereinafter "TRW") and TRW AUTOMOTIVE U.S., LLC, a corporation, (hereinafter "AUTOMOTIVE"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems, including the seatbelt restraint system used in the 2001 Ford Expedition sport utility vehicle.

2. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems for motor vehicles in and throughout Cook County, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Plaintiff's Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L7[REDACTED] as equipped with said seatbelt restraint system that had been designed, tested, manufactured, distributed and sold by TRW and AUTOMOTIVE.

4. On and before August 9, 200, Defendants, TRW and AUTOMOTIVE, and each of

them, had a duty to ensure that the aforesaid seatbelt restraint system was not designed, tested, manufactured, sold and distributed so as to be in an unreasonably dangerous condition.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid seatbelt restraint system, while traveling in a southbound direction on U.S. Interstate 59, at or near milepost 406, Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, the aforesaid seatbelt restraint system, while in use by Plaintiff's Decedent [REDACTED] on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, failed to adequately restrain Plaintiff's Decedent [REDACTED] and resulted in injuries of a personal and pecuniary nature.

8. On and before August 9, 2002, and at the time the aforementioned seatbelt restraint system left the control of Defendants, TRW and AUTOMOTIVE, and each of them, these seatbelts were in an unreasonably dangerous condition in one or more of the following respects:

- a. the aforementioned seatbelt restraint system was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- b. the aforementioned seatbelt restraint system had design characteristics, buckles, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- c. the aforementioned seatbelt restraint system had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- d. Defendants failed to modify the design of the seatbelt restraint system in the 2001 Ford Expedition sport utility vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;

- e. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition sport utility vehicles as to the operation of the seat belt restraint system, after Defendants knew or should have known of the dangerous and unsafe design characteristics of their seatbelt restraint system;
- f. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition sport utility vehicle on the inadequate restraint provided to drivers and passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- g. Defendants equipped the 2001 Ford Expedition sport utility vehicle with a seatbelt system that had a design, buckles and bracket mountings that provided completely inadequate restraint to an occupant
- h. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- i. Defendants failed to provide any type of dashboard chimes, or other visible or audible warning device, to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared in place after the vehicle door closed; and
- j. was otherwise unreasonably dangerous.

9. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions, [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

10. [REDACTED] the Wife of Decedent [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

11. [REDACTED] Deceased, left surviving him his wife [REDACTED] and his three children, [REDACTED], all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death,

including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, TRW AUTOMOTIVE, INC., a corporation, and TRW AUTOMOTIVE U.S., LLC, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 18**

**NEGLIGENCE - WRONGFUL DEATH**

**TRW AUTOMOTIVE, INC. and TRW AUTOMOTIVE U.S., LLC,**

Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, TRW AUTOMOTIVE, INC., a corporation, (hereinafter "TRW") and TRW AUTOMOTIVE U.S., LLC, a corporation, (hereinafter "AUTOMOTIVE"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems, including the seatbelt restraint system used in the 2001 Ford Expedition sport utility vehicle.

2. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems for motor vehicles in and throughout Cook County, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff,

██████████ and Plaintiff's Decedent ██████████ and bearing vehicle identification number IFMRU15L7 ██████████ was equipped with said seatbelt restraint system that had been designed, tested, manufactured, distributed and sold by TRW and AUTOMOTIVE.

4. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, had a duty to exercise ordinary care in the design, manufacture, sale, and distribution of the aforesaid seatbelt restraint system, and its related component parts.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, ██████████ was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid seatbelt restraint system, while traveling in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, the aforesaid seatbelt restraint system, while in use by ██████████ on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, failed to adequately restrain Plaintiff's Decedent, ██████████ and resulted in injuries of a personal and pecuniary nature.

8. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, were negligent in one or more of the following respects:

- a. the aforementioned seatbelt restraint system was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- b. the aforementioned seatbelt restraint system had design characteristics, buckles, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- c. the aforementioned seatbelt restraint system had design and operation

characteristics that rendered it unsafe and inadequate during a roll over occurrence;

- d. Defendants failed to modify the design of the seatbelt restraint system in the 2001 Ford Expedition sport utility vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- e. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition sport utility vehicles as to the operation of the seat belt restraint system, after Defendants knew or should have known of the dangerous and unsafe design characteristics of their seatbelt restraint system;
- f. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition sport utility vehicle on the inadequate restraint provided to drivers and passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- g. Defendants equipped the 2001 Ford Expedition sport utility vehicle with a seatbelt system that had a design, buckles and bracket mountings that provided completely inadequate restraint to an occupant
- h. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- i. Defendants failed to provide any type of dashboard chimes, or other visible or audible warning device, to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared in place after the vehicle door closed; and
- j. were otherwise negligent.

9. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED] sustained injuries of a personal and pecuniary nature, resulting in his death on or about August 9, 2002.

10. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the

Wrongful Death Act of the State of Illinois.

11. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children, [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, TRW AUTOMOTIVE, INC., a corporation, and TRW AUTOMOTIVE U.S., LLC, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 19**

**STRICT LIABILITY- SURVIVAL**

**TRW AUTOMOTIVE, INC. and TRW AUTOMOTIVE U.S., LLC**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, TRW AUTOMOTIVE, INC., a corporation, (hereinafter "TRW") and TRW AUTOMOTIVE U.S., LLC, a corporation, (hereinafter "AUTOMOTIVE"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems, including the seatbelt restraint system used in the 2001 Ford Expedition sport utility vehicle.

2. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems for motor vehicles in and throughout Cook County, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Plaintiff's Decedent, [REDACTED] and bearing vehicle identification number 1FMRU15L71 [REDACTED] was equipped with said seatbelt restraint system that had been designed, tested, manufactured, distributed and sold by TRW and AUTOMOTIVE.

4. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, had a duty to ensure that the aforesaid seatbelt restraint system was not designed, tested, manufactured, sold and distributed so as to be in an unreasonably dangerous condition.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid seatbelt restraint system, while traveling in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, the aforesaid seatbelt restraint system, while in use by [REDACTED] on the aforesaid 2001 Ford Expedition motor vehicle, driven by [REDACTED] failed to adequately restrain Plaintiff's Decedent, [REDACTED], and resulted in injuries of a personal and pecuniary nature.

8. On and before August 9, 2002, and at the time the aforementioned seatbelt restraint system left the control of Defendants, TRW and AUTOMOTIVE, and each of them, these seatbelts

were in an unreasonably dangerous condition in one or more of the following respects:

- a. the aforementioned seatbelt restraint system was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
  - b. the aforementioned seatbelt restraint system had design characteristics, buckles, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
  - c. the aforementioned seatbelt restraint system had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
  - d. Defendants failed to modify the design of the seatbelt restraint system in the 2001 Ford Expedition sport utility vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
  - e. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition sport utility vehicles as to the operation of the seat belt restraint system, after Defendants knew or should have known of the dangerous and unsafe design characteristics of their seatbelt restraint system;
  - f. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition sport utility vehicle on the inadequate restraint provided to drivers and passengers during foreseeable vehicle maneuvers, including rollover occurrences;
  - g. Defendants equipped the 2001 Ford Expedition sport utility vehicle with a seatbelt system that had a design, buckles and bracket mountings that provided completely inadequate restraint to an occupant
  - h. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
  - i. Defendants failed to provide any type of dashboard chimes, or other visible or audible warning device, to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared in place after the vehicle door closed; and
  - j. was otherwise unreasonably dangerous.
9. As a proximate result of one or more of the aforementioned unreasonably dangerous

conditions [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

10. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

11. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

12. [REDACTED], Deceased, left surviving him his wife, [REDACTED] and his three children [REDACTED], [REDACTED] and [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, TRW AUTOMOTIVE, INC., a corporation, and TRW AUTOMOTIVE U.S., LLC, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 20**

**NEGLIGENCE - SURVIVAL**

**TRW AUTOMOTIVE, INC. and TRW AUTOMOTIVE U.S., LLC**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, TRW AUTOMOTIVE, INC., a corporation, (hereinafter "TRW") and TRW AUTOMOTIVE U.S., LLC, a corporation, (hereinafter "AUTOMOTIVE"), and each of them, states as follows:

1. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, were engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems, including the seatbelt restraint system used in the 2001 Ford Expedition sport utility vehicle.

2. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, engaged in the business of designing, testing, manufacturing, distributing and selling seatbelt restraint systems for motor vehicles in and throughout Cook County, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Plaintiff's Decedent, [REDACTED], and bearing vehicle identification number 1FMRU15L7 [REDACTED] was equipped with said seatbelt restraint system that had been designed, tested, manufactured, distributed and sold by TRW and AUTOMOTIVE.

4. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, had a duty to exercise ordinary care in the design, manufacture, sale, and distribution of the aforesaid seatbelt restraint system, and its related component parts.

5. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

6. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid seatbelt restraint system, while traveling in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

7. On August 9, 2002, at the aforesaid location, the aforesaid seatbelt restraint system, while in use by [REDACTED] on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, failed to adequately restrain Plaintiff's Decedent [REDACTED] and resulted in injuries of a personal and pecuniary nature.

8. On and before August 9, 2002, Defendants, TRW and AUTOMOTIVE, and each of them, were negligent in one or more of the following respects:

- a. the aforementioned seatbelt restraint system was inadequately designed to properly restrain occupants during foreseeable vehicle maneuvers;
- b. the aforementioned seatbelt restraint system had design characteristics, buckles, and bracket mountings that were unsafe and inadequate to properly restrain occupants;
- c. the aforementioned seatbelt restraint system had design and operation characteristics that rendered it unsafe and inadequate during a roll over occurrence;
- d. Defendants failed to modify the design of the seatbelt restraint system in the 2001 Ford Expedition sport utility vehicle after Defendants knew or should have known of the dangerous conditions inherent in the design;
- e. Defendants failed to issue proper warnings, reminders and instructions for owners and passengers of 2001 Ford Expedition sport utility vehicles as to the operation of the seat belt restraint system, after Defendants knew or should have known of the dangerous and unsafe design characteristics of their seatbelt restraint system;

- f. Defendants failed to properly notify, warn and instruct occupants of the 2001 Ford Expedition sport utility vehicle on the inadequate restraint provided to drivers and passengers during foreseeable vehicle maneuvers, including rollover occurrences;
- g. Defendants equipped the 2001 Ford Expedition sport utility vehicle with a seatbelt system that had a design, buckles and bracket mountings that provided completely inadequate restraint to an occupant
- h. Defendants failed to properly test the seatbelt system under foreseeable operating conditions, including rollover occurrences;
- i. Defendants failed to provide any type of dashboard chimes, or other visible or audible warning device, to notify passengers to fasten, re-fasten, or verify the integrity of the fastened tongue and buckle of the seatbelt, even though the seatbelt appeared in place after the vehicle door closed; and
- j. were otherwise negligent.

9. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED] sustained injuries of a personal and pecuniary nature, resulting in his death.

10. As a proximate result of one or more of the negligent acts and/or omissions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

11. [REDACTED] the Wife of Decedent, [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

12. [REDACTED] deceased, left surviving him his wife [REDACTED] and his three children, [REDACTED] all of whom have sustained personal and pecuniary loss as a result of HONORIO S. SUAREZ'S death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, TRW AUTOMOTIVE, INC., a corporation, and TRW AUTOMOTIVE U.S., LLC, a corporation, and each of them, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 21**

**STRICT LIABILITY - WRONGFUL DEATH**

**BERRY TIRE AND AUTO, INC. and BERRY TIRE, INC.**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, BERRY TIRE AND AUTO, INC. (hereinafter "BERRY") and BERRY TIRE, INC. (hereinafter "BERRY TIRE"), states as follows:

1. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, were engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and selling tires, including a tire known as the Continental AW tires, size P275/60R17 (hereinafter "Continental AW Tires").

2. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and

selling tires for motor vehicles in and throughout Cook County, Illinois, and maintained the office of their registered agent, Tom Guibord, at 12742 S. Western, in Blue Island, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED] was equipped with said Continental AW tires.

4. On or about July 31, 2002, Defendants, BERRY and BERRY TIRE, designed, manufactured, distributed, sold, examined, installed, patched, rebalanced and repaired one or more the Continental AW tires equipped on the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

5. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, had a duty to ensure that the aforesaid Continental AW tires were not designed, tested, manufactured, sold, examined, installed, repaired and distributed so as to be in an unreasonably dangerous condition.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tires suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, which resulted in the vehicle rolling over and the death of [REDACTED]

9. On August 9, 2002, and at the time the aforementioned Continental AW tires left the control of Defendants, BERRY and BERRY TIRES, these tires were in an unreasonably dangerous condition in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- c. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendants knew or should have known their tires would be used;
- e. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- f. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
- h. designed, distributed, examined, installed, repaired and mounted Continental AW, size P275/60R17 tires on the [REDACTED] 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the examination, repair and installation of tires so as to ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;

- j. failed to properly devise, engineer, implement, manufacture, market and adopt or recommend a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution, examination, repair and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- l. failed to adequately ensure that subject tires were in a safe and/or suitable condition for use on the roadway, subsequent to Defendants' examination, installation, inspection, repair, service, and mounting of said Continental AW tires; and,
- m. were otherwise unreasonably dangerous.

10. As a proximate result of one or more of the aforementioned unreasonably dangerous conditions, [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

11. [REDACTED] the Wife of Decedent [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

12. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children, [REDACTED] [REDACTED] [REDACTED] all of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff [REDACTED] individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against

Defendants, BERRY TIRE AND AUTO, a corporation, and BERRY TIRE, INC., a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 22**

**NEGLIGENCE - WRONGFUL DEATH**

**BERRY TIRE AND AUTO, INC. and BERRY TIRE, INC.**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, BERRY TIRE AND AUTO, INC., a corporation (hereinafter "BERRY") and BERRY TIRE, INC., a corporation (hereinafter "BERRY TIRE"), states as follows:

1. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, were engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and selling tires, including a tire known as the Continental AW, Size P275/60R17 (hereinafter "Continental AW tires").

2. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and selling tires for motor vehicles in and throughout Cook County, Illinois, and maintained the office of their registered agent, Tom Guibord, at 12742 S. Western, Blue Island, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and bearing vehicle identification number 1FMRU15L71[REDACTED] was equipped with said Continental AW tires, examined, installed and repaired by Defendants, BERRY and BERRY TIRE.

4. On or about July 31, 2002, Defendants, BERRY and BERRY TIRE, designed,

manufactured, distributed, sold, examined, installed, patched, rebalanced and repaired one or more the Continental AW tires equipped on the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

5. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, had a duty to exercise ordinary care in the design, manufacture, sale, distribution, examination, installation and repair of the aforesaid Continental AW tires.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Cook, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent, [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tire suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by [REDACTED] which resulted in the vehicle rolling over and the death of [REDACTED]

9. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, were negligent in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;

- c. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendants knew or should have known their tires would be used;
- e. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- f. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
- h. designed, distributed, examined, installed, repaired and mounted Continental AW, size P275/60R17 tires on the [REDACTED] 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the examination, repair and installation of tires so as to ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;
- j. failed to properly devise, engineer, implement, manufacture, market and adopt or recommend a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution, examination, repair and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- l. failed to adequately ensure that subject tires were in a safe and/or suitable

condition for use on the roadway, subsequent to Defendants' examination, installation, inspection, repair, service, and mounting of said Continental AW tires; and,

m. were otherwise negligent.

10. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED], sustained injuries of a personal and pecuniary nature, resulting in his death on or about August 9, 2002.

11. [REDACTED] the Wife of Decedent [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 740 ILCS 180/1, 2 and 2.1, commonly known as the Wrongful Death Act of the State of Illinois.

12. [REDACTED] Deceased, left surviving him his wife, [REDACTED] and his three children [REDACTED] of whom have sustained personal and pecuniary loss as a result of [REDACTED] death, including the loss of society, love, companionship, guidance and affection.

WHEREFORE, Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendant, BERRY TIRE AND AUTO, INC., a corporation, and BERRY TIRE, INC., a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 23**

**STRICT LIABILITY - SURVIVAL ACTION**

**BERRY TIRE AND AUTO, INC. and BERRY TIRE, INC.**

Plaintiff, [REDACTED] individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, BERRY TIRE AND AUTO, INC., a corporation (hereinafter "BERRY"), and BERRY TIRE, INC., a corporation (hereinafter "BERRY TIRE") states as follows:

1. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, were engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and selling tires, including a tire known as the Continental AW tires, size P275/60R17 (hereinafter "Continental AW Tires").

2. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and selling tires for motor vehicles in and throughout Cook County, Illinois, and maintained the office of their registered agent, Tom Guibord, at 12742 S. Western, Blue Island, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and bearing vehicle identification number 1FMRU15L71[REDACTED] was equipped with said Continental AW tires.

4. On or about July 31, 2002, Defendants, BERRY and BERRY TIRE, designed, manufactured, distributed, sold, examined, installed, patched, rebalanced and repaired one or more the Continental AW tires equipped on the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and bearing vehicle identification number 1FMRU15L7 [REDACTED]

5. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, had a duty to ensure that the aforesaid Continental AW tires were not designed, tested, manufactured, sold,

examined, installed, repaired and distributed so as to be in an unreasonably dangerous condition.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Polk, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tires suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by Lorena Suarez, which resulted in the vehicle rolling over and the death of [REDACTED]

9. On August 9, 2002, and at the time the aforementioned Continental AW tires left the control of Defendants, BERRY and BERRY TIRE, these tires were in an unreasonably dangerous condition in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- c. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendants knew or should have known their tires would be used;
- e. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and

dangerous;

- f. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;
- h. designed, distributed, examined, installed, repaired and mounted Continental AW, size P275/60R17 tires on the [REDACTED] 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the examination, repair and installation of tires so as to ensure that correct, suitable and safe tires were mounted on the Suarez's 2001 Ford Expedition;
- j. failed to properly devise, engineer, implement, manufacture, market and adopt or recommend a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution, examination, repair and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- l. failed to adequately ensure that subject tires were in a safe and/or suitable condition for use on the roadway, subsequent to Defendants' examination, installation, inspection, repair, service, and mounting of said Continental AW tires; and,
- m. were otherwise unreasonably dangerous.

10. As a proximate result of one or more of the aforementioned unreasonably dangerous condition [REDACTED] sustained injuries which resulted in his death on or about August 9, 2002.

11. As a proximate result of one or more of the negligent acts and/or omissions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 735 ILCS 5/27-6.

12. [REDACTED] the Wife of Decedent [REDACTED] is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, BERRY TIRE AND AUTO, INC., a corporation, and BERRY TIRE, INC., a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

**COUNT 24**

**NEGLIGENCE - SURVIVAL**

**BERRY TIRE AND AUTO, INC. and BERRY TIRE, INC.**

Plaintiff, [REDACTED] Individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, through her attorneys, CLIFFORD LAW OFFICES, P.C., complaining of Defendants, BERRY TIRE AND AUTO, INC., a corporation (hereinafter "BERRY"), and BERRY TIRE, INC., a corporation (hereinafter "BERRY TIRE"), states as follows:

1. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, were engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and

selling tires, including a tire known as the Continental AW, Size P275/60R17 (hereinafter "Continental AW tires").

2. On and before August 9, 2002, Defendants, [REDACTED] engaged in the business of designing, testing, manufacturing, distributing, examining, installing, repairing and selling tires for motor vehicles in and throughout Cook County, Illinois, and maintained the office of their registered agent, Tom Guibord, at 12742 S. Western, in Blue Island, Illinois.

3. On and before August 9, 2002, the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and bearing vehicle identification number 1FMRU15L71[REDACTED], equipped with said Continental AW tires, examined, installed and repaired by Defendant [REDACTED]

4. On or about July 31, 2002, Defendants, BERRY and BERRY TIRE, designed, manufactured, distributed, sold, examined, installed, patched, rebalanced and repaired one or more the Continental AW tires equipped on the 2001 Ford Expedition owned by Plaintiff, [REDACTED] and Decedent [REDACTED] and bearing vehicle identification number 1FMRU15L71[REDACTED]

5. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, had a duty to exercise ordinary care in the design, manufacture, sale, distribution, examination, installation and repair of the aforesaid Continental AW tires.

6. On and before August 9, 2002, U.S. Interstate 59 was a public way generally traveling north and south through the City of Corrigan, County of Cook, in the State of Texas.

7. On or about August 9, 2002, Plaintiff's Decedent [REDACTED] was a passenger in the aforesaid 2001 Ford Expedition Sport Utility vehicle, equipped with the aforesaid

Continental AW tires, in a southbound direction on U.S. Interstate 59, at or near milepost 406, in Polk County, Texas.

8. On August 9, 2002, at the aforesaid location, the aforesaid Continental AW tire suddenly blew out, while in use on the aforesaid 2001 Ford Expedition motor vehicle, driven by [REDACTED] which resulted in the vehicle rolling over and the death of [REDACTED]

9. On and before August 9, 2002, Defendants, BERRY and BERRY TIRE, were negligent in one or more of the following respects:

- a. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition were unsafe, inappropriate and dangerous for use on said vehicle;
- b. the design, style, size and tread of the tires installed on the [REDACTED] 2001 Ford Expedition rendered the vehicle unsafe, unstable and prone to rollover;
- c. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate testing for their dangerous effect on vehicle stability and rollover propensity;
- d. the tires were designed, manufactured, distributed, marketed, examined, installed, repaired and sold without proper and adequate on-road testing of said tires on the type of vehicles on which Defendants knew or should have known their tires would be used;
- e. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- f. designed, manufactured, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires which had design, style, size and tread characteristics that dangerously affected the safe operation and driving of the [REDACTED] 2001 Ford Expedition;
- g. designed, distributed, examined, installed, repaired and sold Continental AW, size P275/60R17 tires without providing proper, adequate and sufficient warnings of their dangerous characteristics and restricted use;

- h. designed, distributed, examined, installed, repaired and mounted Continental AW, size P275/60R17 tires on the [REDACTED] 2001 Ford Expedition when Defendants knew or should have known that said tires were unsafe, unsuitable and dangerous for use on the Ford Expedition;
- i. failed to properly monitor, inspect and control the examination, repair and installation of tires so as to ensure that correct, suitable and safe tires were mounted on the [REDACTED] 2001 Ford Expedition;
- j. failed to properly devise, engineer, implement, manufacture, market and adopt or recommend a reasonable alternative design for said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- k. failed to adequately ensure that appropriate industry standard procedures were followed in the design, manufacture, testing, review, inspection, distribution, examination, repair and installation of said tires, so as to reduce or avoid dangerous characteristics and features that made their use on a 2001 Ford Expedition unsafe, unsuitable and dangerous;
- l. failed to adequately ensure that subject tires were in a safe and/or suitable condition for use on the roadway, subsequent to Defendants' examination, installation, inspection, repair, service, and mounting of said Continental AW tires; and,
- m. were otherwise negligent.

10. As a proximate result of one or more of the aforementioned negligent acts and/or omissions, Plaintiff's Decedent, [REDACTED], sustained injuries of a personal and pecuniary nature, resulting in his death on or about August 9, 2002.

11. As a proximate result of one or more of the negligent acts and/or omissions, [REDACTED] sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on August 9, 2002, and had he survived, he would have been entitled to bring this action for damages, and this action survives him pursuant to the provisions of the Survival Act, 755 ILCS 5/27-6.

12. [REDACTED], the Wife of Decedent, [REDACTED], is the duly appointed Independent Administrator of the Estate of [REDACTED] Deceased, and brings this cause of action pursuant to the provisions of 735 ILCS 5/13-209, commonly known as the Survival Act of the State of Illinois.

WHEREFORE, Plaintiff [REDACTED] individually, and as Wife and Independent Administrator of the Estate of [REDACTED] Deceased, demands judgment against Defendants, BERRY TIRE AND AUTO, INC., a corporation, and BERRY TIRE, INC., a corporation, in an amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

  
Attorney for Plaintiff

Richard F. Burke, Jr.  
Shannon M. McNulty  
CLIFFORD LAW OFFICES, P.C.  
120 N. LaSalle Street  
31<sup>st</sup> Floor  
Chicago, Illinois 60602  
(312) 899-9090  
Atty. No.: 32640

RFB/SMM/mjr 3N-0014  
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION



Plaintiff,

v.

No.:

FORD MOTOR COMPANY, a corporation, )  
WEBB FORD ON 95TH, L.L.C., an Illinois )  
corporation, PACKEY WEBB FORD, an Illinois )  
Limited Partnership, CONTINENTAL TIRE, AG, )  
a corporation, CONTINENTAL TIRE )  
CORPORATION, a corporation, )  
CONTINENTAL TIRE NORTH AMERICA, INC., )  
a corporation, CONTINENTAL GENERAL )  
TIRE, INC., Individually and d/b/a )  
CONTINENTAL TIRE NORTH AMERICA, INC., )  
GENERAL TIRE, INC., GENCORP, INC., )  
GENERAL TIRE INTERNATIONAL COMPANY, )  
CG TIRE, INC., CTNA HOLDING CORP., )  
CTNA MANUFACTURING LIMITED )  
PARTNERSHIP, CONTITECH NORTH )  
AMERICA TRW AUTOMOTIVE, INC., )  
a corporation, TRW AUTOMOTIVE U.S. LLC, )  
BERRY TIRE AND AUTO, INC., a corporation, )  
and BERRY TIRE, INC., a corporation, )

Defendants.

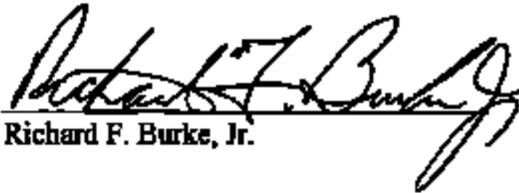
**AFFIDAVIT REGARDING DAMAGES SOUGHT**

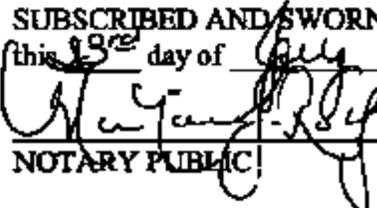
Plaintiff, [REDACTED], Individually, and as Wife and Independent Administrator of  
the Estate of [REDACTED] Deceased, by one of her attorneys, RICHARD F. BURKE, JR.,

being first duly sworn under oath, states as follows:

1. That the affiant is one of the attorneys of record for the Plaintiff in this matter.
2. That the total money damages sought in this civil action exceed the amount of \$50,000.00.

Further Affiant Sayeth Not.

By:   
Richard F. Burke, Jr.

SUBSCRIBED AND SWORN to before me  
this 9<sup>th</sup> day of July, 2004.  
  
NOTARY PUBLIC

## **Interoffice Correspondence**

### **Occupant Safety Systems**

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<b>Subject:</b> Analysis of RNS-4G Buckle Assemblies With Reported Latching Issue	<b>Date:</b> December 7, 2004	<b>From:</b> John Payne
<b>To:</b> Rob Ellis	<b>cc:</b>	<b>Location/Phone:</b> SBHA / 7314

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#### Description

Two complete seat belt assemblies with reported latching issues were delivered to TRW by Ford for analysis. The subject belt assemblies, consisting of R.H. and L.H. buckles and retractors, were taken from a 2001 Ranger pick-up and labeled as driver and passenger.

#### Analysis

The key dimensions of the buckle tongue that interface with the buckle assembly were measured against print requirements. Figure #'s 1 & 2 represents the tongue dimensions that were inspected. All tongue dimensions inspected were found to be within design tolerance.

Initial visual inspection of the buckles verified that they have the presence of the functional check indicator mark verifying that the buckles passed all assembly line functional checks at the TRW manufacturing facility. The date codes indicate that the driver buckle head assembly was built during week 40 of 2000 and the passenger buckle head assembly was built during week 41 of 2000. Both buckles were then checked three times each by two individuals with the certified check gage used in the recall inspection procedure. In all instances it was found that the gage passed the passenger buckle and rejected the driver buckle. No further analysis was performed on the passenger buckle since it was determined the buckle functioned properly as per design intent.

The cover was carefully removed from the driver buckle for further analysis. The buckle was then checked without the cover by hand with a minimum thickness tongue gage for latching function to determine if the cover influenced latching characteristics. The minimum thickness tongue check was consistent with that of the "recall" gage in that it rejected the buckle. Contamination/debris, which appears to be black plastic shavings of unknown origin, was found in the interior of the buckle assembly on the upper and lower cover as shown in Photo #'s 1 & 2. It was also noted that the upper cover had witness marks consistent with wear from contact with the push button at the buckle opening. The base coating is such that surface roughness is evident on significant surfaces of the base as shown in Photo #3. The latch coating appears normal with typical wear marks. The latch spring was properly installed with no evidence of significant distortion. The push button latch spring mounting surface is intact with slight distortion noted. The latch guide appears to be properly aligned and affixed tightly to the base. The latch windows in the base exhibit the misalignment condition from the upper to lower window.

#### Conclusion

While contamination can affect the buckle function, in this instance it is unlikely that the debris is a contributor due to its location within the buckle. In addition, while contact of the push button to the upper cover increases friction in the mechanism, in this case it appears to have little influence

since the buckle still exhibits the latching issue with the cover removed. Based on review and analysis to date, the surface roughness of the base, the base latch window alignment and the push button distortion at the latch spring mounting surface all appear to have combined to influence the latching characteristics of the buckle.

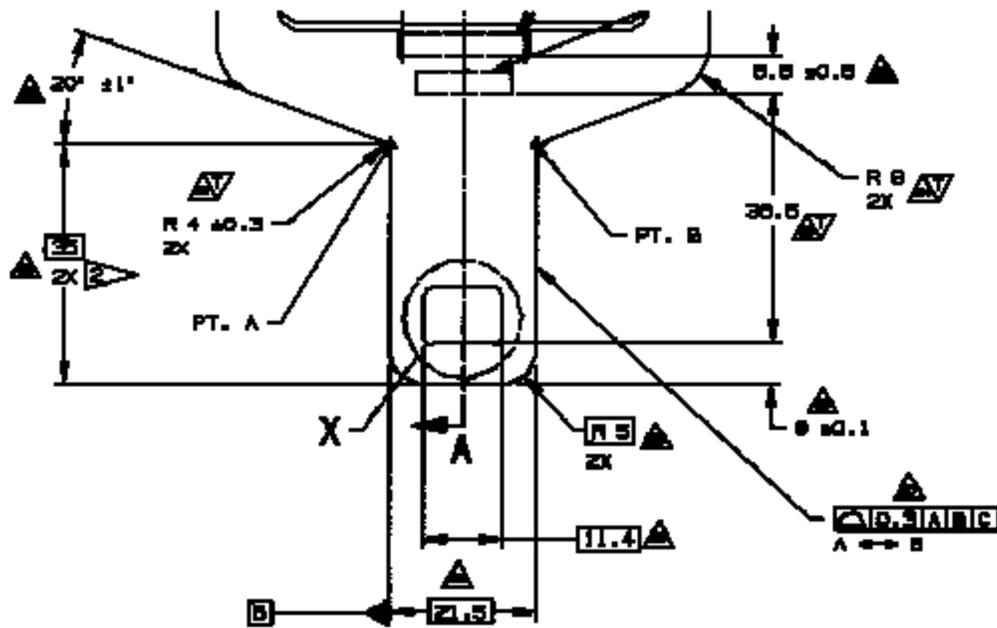


Figure #1 - Tongue Stamping

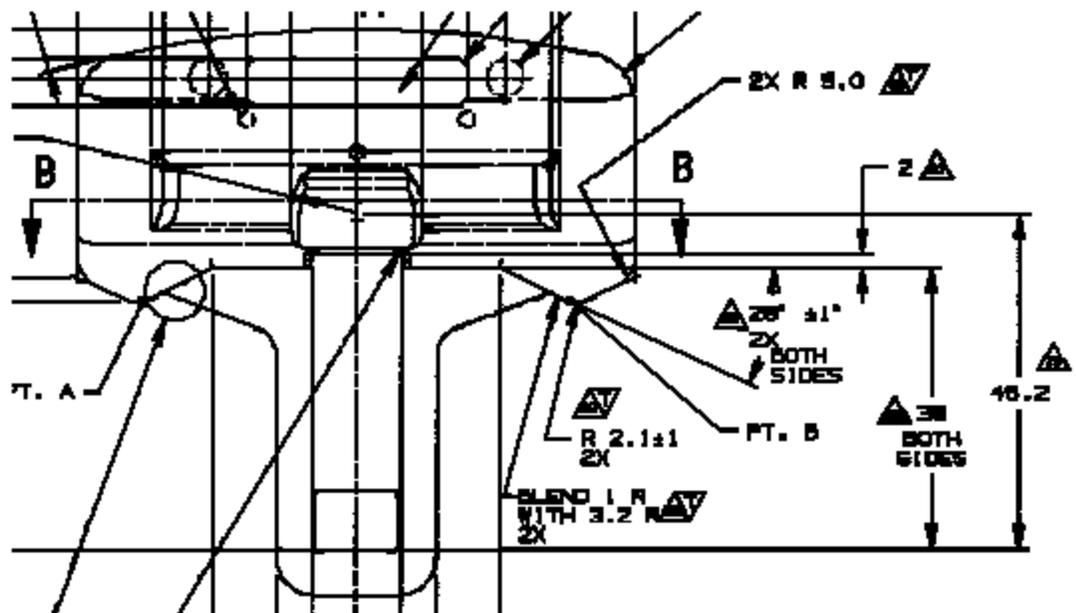
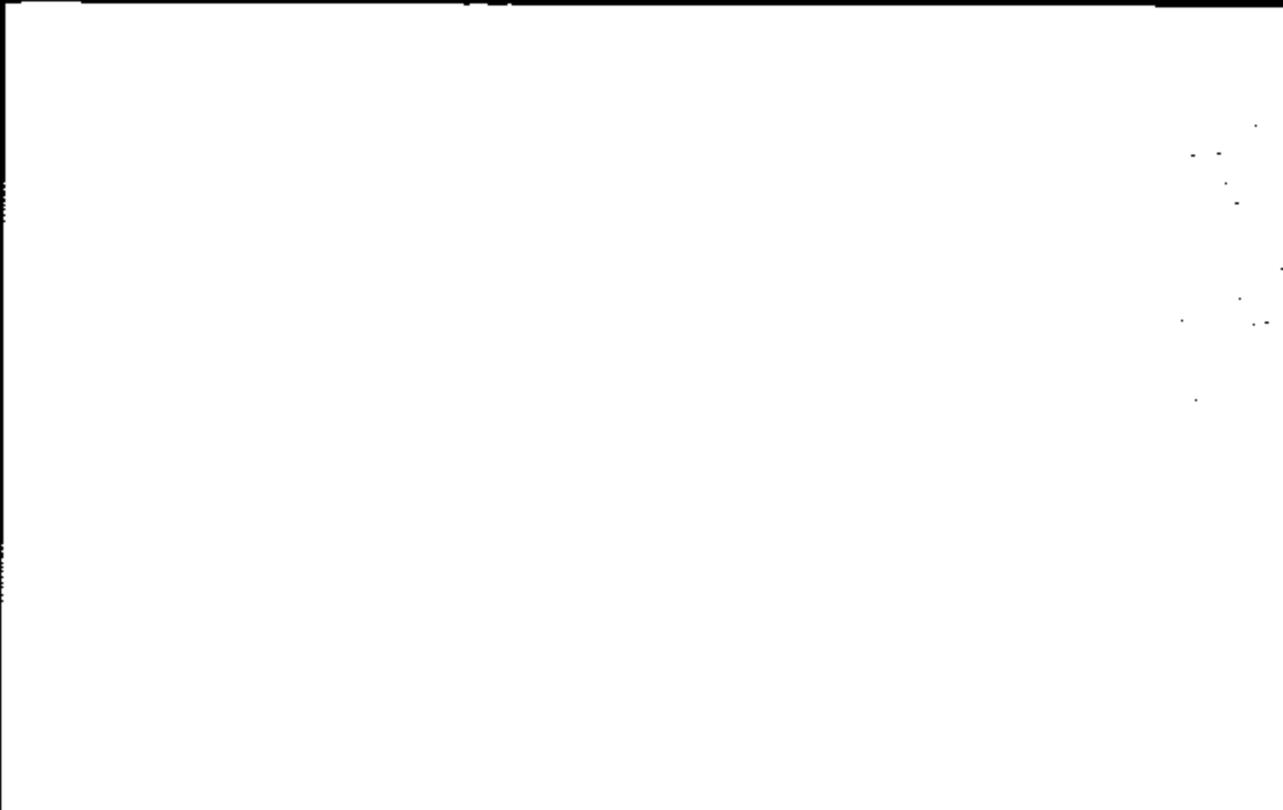


Figure #2 - Tongue Overmold Assembly



Debris

Photo# 1 - Driver Buckle Upper Cover

Wear From Push  
Button Contact

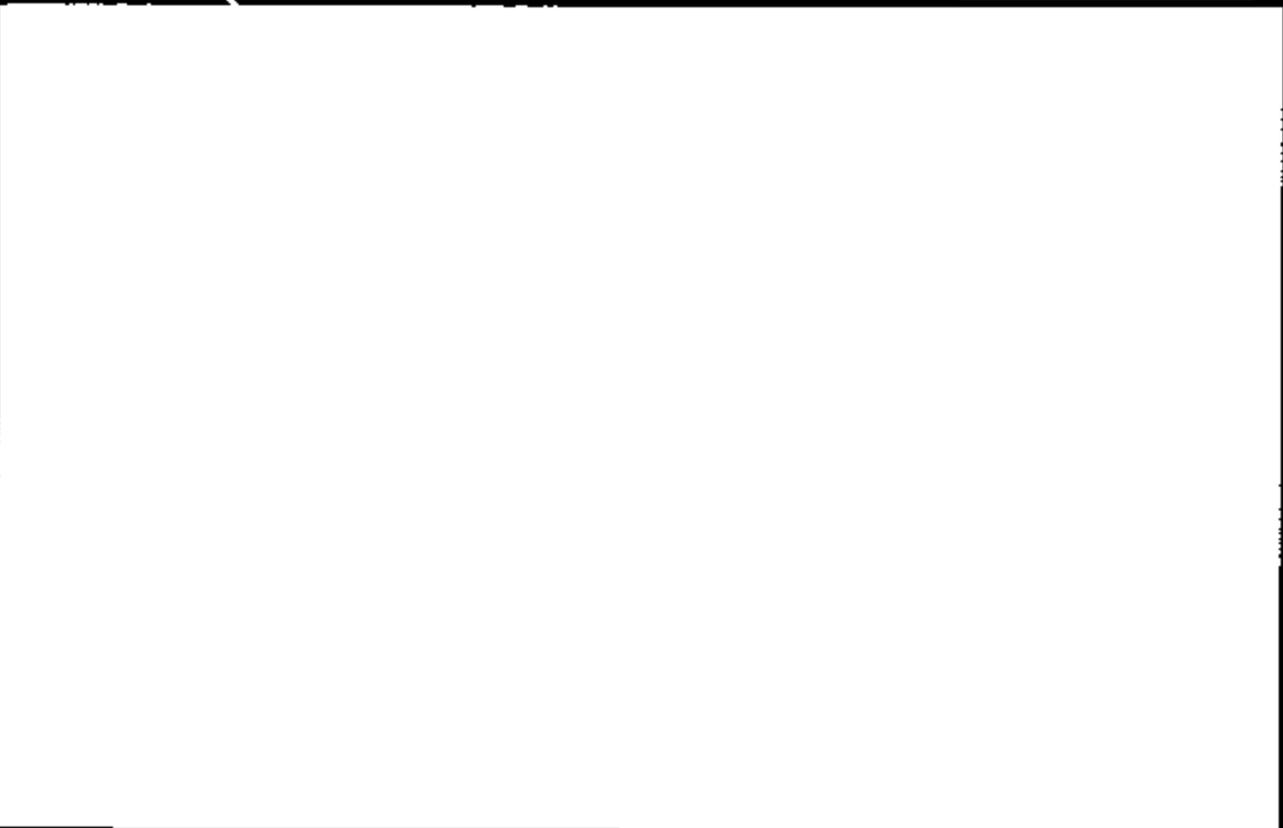


Photo # 2 - Driver Buckle Lower Cover

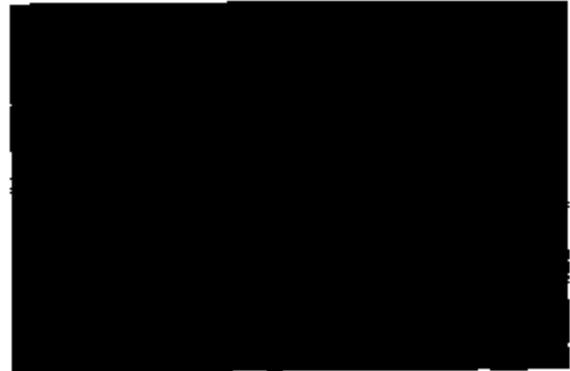


**Photo # 3 - Driver Buckle Mechanism**

**Base Coating  
Surface Roughness**



**Photo # 4 - Passenger Buckle Date Code**



**Photo # 5 - Driver Buckle Date Code**