

COPY

Cause No. 6816-D

[REDACTED]  
Plaintiff,

vs.

FORD MOTOR COMPANY,  
Defendant.

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§  
§  
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§

IN THE DISTRICT COURT  
**FILED**  
2002 MAR 7 AM 10 16  
TAYLOR COUNTY, TEXAS  
PATRICIA HENDERSON  
DISTRICT CLERK  
350<sup>yh</sup> JUDICIAL DISTRICT  
TAYLOR COUNTY, TEXAS  
DEPUTY

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, STATE FARM MUTUAL AUTO a/s/o [REDACTED] hereinafter referred to as "Plaintiff," and complains of FORD MOTOR COMPANY, a Delaware Corporation, hereinafter referred to as "Defendant," and for cause of action would respectfully show the Court as follows:

**I. DISCOVERY**

Discovery in this suit is intended to be conducted under Level One of the Texas Rules of Civil Procedure unless otherwise ordered by the Court.

**II. PARTIES, VENUE, AND JURISDICTION**

1. Plaintiff is an insurance company doing business in the State of Texas.
2. Defendant, FORD MOTOR COMPANY, is a Delaware Corporation doing business in the State of Texas that may be duly served with citation by serving its registered agent, CT Corporation Systems, 350 N. St. Paul Street, Dallas, Dallas County, Texas 75201.
3. The "Vehicle" referenced in this lawsuit refers to a 1999 Ford Ranger, bearing Vehicle Identification number 1FTYR14V1X[REDACTED]
4. [REDACTED] is an individual residing at [REDACTED] Ovalo, Taylor County, Texas [REDACTED]

5. Venue of this suit is proper in Taylor County, Texas, pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to the claims made herein occurred in Taylor County.
6. The Court has jurisdiction over Defendant because Defendant is qualified to do business in the State of Texas and was conducting business in this state at the time this cause of action accrued. The Court has jurisdiction over the controversy because the damages sued for are within the jurisdictional limits of this Court.

### **III.**

This is a products liability cause of action that arises from the design, manufacturing, and/or marketing defects of a 1999 model year Ford Ranger (hereinafter referred to as "Vehicle"), bearing vehicle identification number 1FTYR14V1X [REDACTED]. The Vehicle was manufactured by Defendant and ultimately purchased by [REDACTED].

At all times relevant to this matter, Defendant was engaged in the business of designing, manufacturing, and distributing the Vehicle. Defendant marketed the Vehicle to the general public, throughout the United States, as well as within the State of Texas.

### **IV. NOT TO BE DISSEMINATED TO THE JURY**

This is a subrogation matter. Plaintiff would show that State Farm Mutual Auto Insurance Company, an insurance company doing business in the State of Texas, has paid the named Plaintiff for a portion of the damages he incurred and that resulted from the events described herein. Therefore, State Farm is entitled to seek recovery for such damages against Defendant as a real party in interest. The named Plaintiff has subrogated his rights to State Farm Mutual Auto Insurance Company to the extent of such benefits paid in this matter.

### **V. Factual Background**

On or about March 13, 2000, [REDACTED] vehicle was severely damaged by fire.

Specifically, on the date in question, [REDACTED] was driving the vehicle eastbound on County Road 133 approximately five (5) miles east of Tuscola, Texas, when he noticed light gray smoke

emitting from under the hood. He then looked down and noticed that the check engine light was on. At that time, he pulled to the side of the road, evacuated the vehicle, and alerted the Jim Ned Volunteer Fire Department. Within 10 to 15 minutes, the Fire Department arrived and the fire was extinguished.

Following a thorough investigation into the cause and origin of this fire, it was determined that the fire originated in the engine compartment at the fuel pulse damper and was the result of a fuel leak in that area.

As a result of the fire at issue [REDACTED] vehicle was completely destroyed. Additionally, the fire destroyed the following personal property owned by [REDACTED] two embroidered jackets, 3 compact disks, one cassette tape, and one antique wooden horse harness.

## **VI. CAUSES OF ACTION**

### **Count One – Strict Liability**

Plaintiff incorporates by reference the foregoing paragraphs as though fully set forth herein.

Defendant is strictly liable to Plaintiff for designing, manufacturing, marketing, and placing into the stream of commerce a vehicle that was unreasonably dangerous for its foreseeable user at the time it left Defendant's control. The Vehicle contained a design, manufacturing, and/or marketing defect that was the proximate and producing cause of [REDACTED] damages.

The Vehicle was defective and unsafe for its intended purpose at the time it left Defendant's control and was placed into the stream of commerce.

Based on the foregoing, Plaintiff invokes the Doctrine of Strict Liability.

### **Count Two – Negligence**

Plaintiff incorporates by reference the foregoing paragraphs as though fully set forth herein.

Defendant was negligent in the design, manufacture, and marketing of the product in question. Defendant knew, or in the exercise of ordinary care, should have known, that the Vehicle was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner for which it was intended to be used. Defendant was negligent in the particulars set forth in this and the preceding paragraphs and such negligence was a proximate cause of the damage.

FORD MOTOR COMPANY owed [REDACTED] a duty of reasonable care when it designed, manufactured, and marketed the Vehicle. Defendant violated its duty and was negligent in the particulars set forth above.

Based on the foregoing, Plaintiff alleges that the damages [REDACTED] suffered were a direct and proximate result of the defective design and/or manufacture of the Vehicle, which created an unreasonable danger to consumers, namely [REDACTED]

#### **Count Three – Breach of Express and Implied Warranties**

Plaintiff incorporates by reference the foregoing paragraphs as though fully set forth herein.

By and through the sale of the Vehicle, Defendant held out to the general public, and to [REDACTED] specifically, that its Vehicle would conform with the qualities of same or similar vehicles and was fit for the purposes for which it was intended.

[REDACTED] made use of the Vehicle as alleged herein and relied on these express and implied warranties. Contrary to these warranties, the Vehicle was not fit for its intended use, rendering it unreasonably dangerous.

Defendant's breach of warranties rendered the Vehicle unreasonably dangerous and was a proximate and producing cause of the fire and the resulting damage suffered by [REDACTED]

#### **VII. DAMAGES**

As a result of Defendant's negligence and its breach of express and implied warranties [REDACTED] sustained damage to his vehicle in the amount of \$19,857.69. Plaintiff hereby asserts its claim for reimbursement of the damages sustained by it against Defendant.

#### **VIII. REQUEST FOR DISCLOSURE**

Under the authority of Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant disclose, within fifty (50) days of the service of this petition and request, the information or material described in Rule 194.2

#### **PRAYER**

**WHEREFORE, PREMISES CONSIDERED, Plaintiff, [REDACTED]**

a/s/o [REDACTED] requests that Defendant FORD MOTOR COMPANY be cited to appear and answer herein, and that on final hearing, Plaintiff recover:

1. A judgment against Defendant for actual damages in the amounts stated herein;
2. A judgment against Defendant for pre- and post-judgment interest as allowed by law;
3. A judgment against Defendant for court costs incurred by Plaintiff; and
4. A judgment for such other and further relief, both general and specific, at law and in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

THE CARPENTER LAW FIRM, P.C.

By: 

N. Scott Carpenter  
State Bar No. 00790428  
J. David Joyce  
State Bar No. 24025465  
Lakeside Commons  
5045 Lorimar, Suite 280  
Plano, Texas 75093  
(972) 403-1133  
Fax (972) 403-0311

**ATTORNEYS FOR PLAINTIFF STATE FARM  
MUTUAL AUTO a/s/o DENNIS DACUS**

**CARPENTER LAW FIRM, P.C.**

*Attorneys and Counselors at Law*

\*\*\*\*\*  
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N. SCOTT CARPENTER  
ATTORNEY - MEDIATOR

J. DAVID JOYCE

LEGAL ASSISTANTS:

SHIRLEY M. WEAVER  
ANNE MARIE DUTKO

June 4, 2001

**VIA REGULAR MAIL**

Mr. Allen Robinson, Claims Analyst  
Ford Motor Company  
Parklane Towers West  
3 Parklane Boulevard  
Suite 300  
Dearborn, Michigan 48126

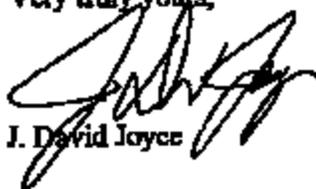
Re: My Client: [REDACTED]  
Vehicle: 1999 Ford Ranger (the "Vehicle")  
VIN#: 1FTYR14V1X [REDACTED]  
Date of Loss: March 13, 2000  
Claim No.: [REDACTED]

Dear Mr. Robinson:

I am writing in response to your request to conduct an inspection of the vehicle in question. I have determined that the vehicle is in storage in Abilene, Texas. Please have your expert contact my expert, Ron Kellough at (915) 570-8668, directly to arrange a mutually agreeable time for the inspection.

As always, if you have any questions, please do not hesitate to contact my office.

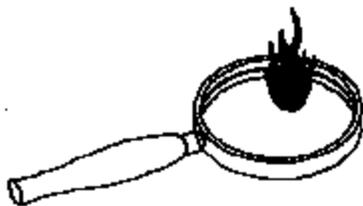
Very truly yours,

  
J. David Joyce

JDI/amd  
c:\state firm auto\250.93\com\Robinson1.ltr

cc: Tonya Bedell—State Farm Auto (Via Facsimile)

ER05-005-LC-7377



**Kellough & Associates, Inc.**

**MARCH 28, 2000**

**REPORT ONE**

**ATTENTION** : Mr. Bruce Owen  
State Farm Insurance  
P.O. Box 7137  
Abilene, Texas 79605

**INSURED** : [REDACTED]

**LOSS LOCATION** : 15 to 20 miles south of Abilene, Texas

**DATE OF LOSS** : March 13, 2000

**CLAIM NUMBER** : [REDACTED]

**OUR FILE NUMBER** : [REDACTED]

**ENCLOSURES** : (22) Mounted 35mm photographs  
( 1) Copy of NHTSA Recall # 98V201000



**Kellough & Associates, Inc.**

ASSIGNMENT

The assignment was received on March 15, 2000. My examination commenced on Friday, March 17, 2000. My instructions were to conduct an origin and cause examination.

VEHICLE INFORMATION

The vehicle examined is a 1999 Ford Ranger Extended-cab pickup truck. It had the 3.0L six-cylinder engine with the automatic transmission.

It displayed Texas license number 2MB-F77. It was purchased new from Arrow Ford in Abilene, Texas. It had approximately 11,000 miles reportedly.

I checked with the service department and they run the vehicle identification number and they reported that it had no outstanding recalls or service bulletins on the vehicle. This vehicle however did have a recall item replaced earlier at Arrow Ford.

I told them about the recall issued in 98 and carries the NHTSA CAMPAIGN ID Number: 98V201000. It carries the Manufacturer Campaign Number: 98S24. The Recall has the Vehicle Description: Light duty pickup trucks with 3.0L engines. An 'O'-ring seal in the fuel injection pulse damper to fuel rail joint could be damaged allowing fuel leakage. In the presence of an ignition source, a fire can result from fuel leakage.

They reported that this problem does not affect this particular vehicle because it came from the Twin Cities Plant. The affected vehicles come from another plant.

It was reported that the vehicle owner was driving approximately 20 miles south of Abilene when he said he experienced the fire in the engine compartment.

VEHICLE EXAMINATION  
EXTERIOR

The vehicle underwent a major fire in the engine compartment that consumed most of the aluminum hood and all plastic components, rubber components and the aluminum radiator and all other aluminum components melted down into piles of aluminum on the ground. These piles were picked up and placed into the bed. See photographs 5 & 6.

This vehicle was equipped with the factory chrome skinned wheels. The rear tires and wheels were undamaged. The right front tire was deflated but still intact on the wheel. The left front tire was burned away and the wheel was discolored from heat.

Page 2,

Insured [REDACTED]

Claim Number [REDACTED]

Photographs 1, 2, & 3 show the heaviest damage in the engine compartment. The fire spread into the passenger compartment and the heaviest damage in the passenger compartment obviously was the front seat area and the fire and heat lifted as it spread to the rear.

It was determined based on the burn damage that the fire was influenced by wind blowing across the truck from the right to the left, as denoted by the red arrows on photograph 3.

Photograph 4 is viewing toward the rear of the truck. The red arrow denotes where the fire first vented out of the rear of the cab on the left side. The only damage to the bed was caused by heat in the cab causing the paint to burn off.

The fuel cap and filler neck were still intact and were undamaged by the fire.

The fire did not originate under this vehicle.

#### CARGO BED

Photographs 5 & 6 show the cargo bed with all debris from the fire that was placed in the bed. This debris consisted of the melted aluminum components like the radiator remains & alternator housing. Other items found was the blower motor, air conditioner condenser, remains of the right front tire, hose and belt pieces.

#### PASSENGER COMPARTMENT

Photographs 7-11 shows the passenger compartment as it appeared upon commencement of my examination. All window glass was out of the vehicle and the doors were closed during the fire.

The passenger compartment was destroyed during the fire that fed on the plastic and vinyl dash, door panels and foam rubber seat cushions. The fire spread into the passenger compartment from the engine compartment through the firewall breaches made for the climate control components and wiring harness. Additionally, conductive heat from the engine compartment through the firewall catching combustibles on fire in the passenger compartment will also occur.

The nylon carpeting was heavily damaged during the fire but there were remains of the insulation pad remaining. This is common when the seats burn completely.

The red arrow on photograph 11 denotes the ignition key still in the ignition lock. The soft metal of the lock was deformed by heat but some was still present. This metal melts at a fairly low temperature and most generally will be gone completely.

**AREA OF FIRE ORIGIN**  
**ENGINE COMPARTMENT**

Photograph 12 is an overview of the engine compartment showing very heavy fire damage where all combustibles were consumed and nearly all aluminum was either melted down or sustained heavy damage.

The radiator was completely destroyed and this is common anymore with aluminum radiators. Once the water is boiled away the ethyl glycol will burn vigorously.

It was also noted during my examination that the brake fluid reservoir, power steering fluid reservoir and windshield wiper fluid reservoirs were burned away adding combustible liquids to the fuel load.

Photograph 13 is viewing toward the right side of the engine where the valve cover has a hole burned in it exposing a lifter. It was noted from this angle the aluminum upper intake manifold was discolored only from heat and smoke. Photograph 14 shows the left side of the intake heavily damaged. The red arrow denotes the fuel injection pulse damper that was mentioned earlier in this report pertaining to the recall. The damage around the damper was more severe.

I removed the upper intake manifold to examine the area around the fuel injectors. I found no areas around the injectors or the fuel rail that indicated fuel leaking on to the lower manifold.

The red arrow on photograph 17 denotes the fuel pressure regulator that is mounted on the right front of the fuel rail. The arrows on photograph 18 denote both sides of the fuel rail.

Photograph 21 shows the remains of the alternator with the aluminum case gone. Photograph 22 shows the remains of the 12V battery that had the plastic case burned away leaving only the lead plates intact. I examined the battery cables and found them to only have the insulation burned off, there was no arcing or melting noted to the stranded copper cables.

This fire burned for approximately 20 to 25 minutes before any suppression occurred on this vehicle. This caused serious damage throughout the engine compartment that completely destroyed some components.

It was determined that this fire originated in the engine compartment and it was not electrical. I found no indications of electrical arcing and according to what the insured reported the fire was rapid in propagation.

There were no reports or evidence of any after market items being added to the vehicle.

I do not feel the fire was intentional based on the fact that the owner has not owned the vehicle long, it was new, the mileage was low, the payments were current and there were no indications or evidence the fire was set.

#### DETERMINATION OF FIRE CAUSE

This fire originated in the engine compartment and based on the driver's statement the involvement of gasoline in the initial stage was highly suspected. There was heavy damage around the area of the fuel pulse damper. I did not remove this component so that no possible spoliation of evidence would occur and the possibility of involvement on the part of this component could not be eliminated.

As we discussed Ford should be notified of the claim and the fact the vehicle had low mileage, no after market items and a fire that originated in the same area as their recall addresses.

#### COMMENTS

If you have any questions concerning my examination or this report please feel free to contact me at anytime.

Respectfully,



Ron E. Kellough

President

Kellough & Associates.



**AFFIDAVIT OF VEHICLE FIRE**

(To Be Answered)

1. Name of Insured [REDACTED]  
 Address [REDACTED] Owensboro, TN Home Phone [REDACTED]  
 Date of Birth 12/19/69 Marital Status:  Married  Single No. of Dependents 2  
 Occupation Truck Driver Driver's License No. [REDACTED]  
 Employers Name Self Employed  
 Address [REDACTED] Owensboro, TN Phone [REDACTED]

2. Date of Fire 3-13-00 Time Approx 10:30  A.M.  P.M.  
 Make of Vehicle Ford Year '99 Model Ranger Body Type 2 Color Blue  
 Vehicle ID # 1FTYR14V1X License Plate # [REDACTED] State Tn  
 Certificate of Title # 22130036243 If none, why? N/A  
 Number of cylinders 6 H.P. or cubic/in 3.0 Odometer reading Approx 11,250.0  
 Was vehicle locked?  Yes  No Were windows rolled up?  Yes  No (1 up/1 down)  
 Amount for which you are making claim \$ 22261.76  
 Specific location where vehicle burned Approx 3mi East Hwy 84 on CR 133  
 Reason vehicle was left at this location N/A  
 Name and address of person who left auto at this location N/A  
 Their driver's license no. N/A

When was the fire discovered? Date 3-13-00 Time Approx 10:30  A.M.  P.M.  
 Who made the discovery? Myself  
 When was fire reported to fire department? Date 3-13-00 Time Approx 10:30  A.M.  P.M.  
 Location of fire station Tuscola, TN

Describe fire (where, color of smoke, cause): Noticed light gray smoke between hood & cowl  
while driving parked truck, turned motor off, when smoke was rising from all seams of hood

Was vehicle being driven?  Yes  No Describe exactly what happened prior to noticing smoke  
 or fire (electrical or mechanical malfunction): Driving out on CR 133 when noticing smoke rising from

Were you carrying a container of flammable liquid in the vehicle at the time of fire?  Yes  No had 2 cans of lub oil at engine light & size and  
 If yes, give type of liquid N/A, amount N/A  
 type of container N/A, location of container at time of fire N/A

Did you smell smoke or see flames first? Saw smoke first

STATE FARM CLAIMS OFFICE  
 MAR 15 2000  
 ABILENE, TEXAS

Have you had similar problems prior to fire?  Yes  No If Yes, explain \_\_\_\_\_

Has vehicle been damaged during the past three years?  Yes  No If so, give location \_\_\_\_\_

\_\_\_\_\_, type of damage \_\_\_\_\_, amount of damage \$ \_\_\_\_\_, and date \_\_\_\_\_

Were repairs made?  Yes  No  Partial If so, were they completed?  Yes  No

Who made the repairs? \_\_\_\_\_

Name and address of insurance company who paid claim damages, if any: N/A

Any other claims in the last three years on this or any other auto?  Yes  No

Any other vehicles in your household?  Yes  No

Name of insurance company and agent on other vehicles State Farm - Ann Arpa

Your prior insurance company and agent N/A

Any homeowners claims within the past 8 months with State Farm?  Yes  No

With any other carrier? N/A

3. Vehicle Equipment (Check if vehicle had any of the following)

<input type="checkbox"/> Radio AM	<input checked="" type="checkbox"/> Air Cond.	<input checked="" type="checkbox"/> Power Windows	Tires:	Transmission:
<input checked="" type="checkbox"/> AM/FM	<input checked="" type="checkbox"/> Power Steer.	<input type="checkbox"/> Power Seats	<input type="checkbox"/> WW	<input checked="" type="checkbox"/> Automatic
<input checked="" type="checkbox"/> Stereo	<input checked="" type="checkbox"/> Power Brakes	<input type="checkbox"/> Tinted Glass	<input checked="" type="checkbox"/> Radial	<input type="checkbox"/> Standard
<input checked="" type="checkbox"/> Tape Deck	<input type="checkbox"/> Vinyl Roof	<input type="checkbox"/> Mag Wheels	<input type="checkbox"/> Special	<input checked="" type="checkbox"/> Console
<input checked="" type="checkbox"/> Other: <u>Pwr locks, Tilt, Cruise, Keyless entry, Security System, Dual media stereo, Power mirrors</u>				
<input type="checkbox"/> CB Radio	Type <u>N/A</u>	Cost \$ <u>N/A</u>	Date installed <u>N/A</u>	
Purchased From: <u>N/A</u>				

4. Vehicle Condition

Paint	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Excellent	Other distinguishing features: (dents, decals, trailer hitch, interior, etc.) _____ _____ _____
Transmission	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Excellent	
Engine	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Excellent	
Body	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Excellent	

5. Name and address of service station/garage: Arrow Ford

Who performs routine maintenance service? Wal-Mart - Southwest St. Date last serviced Apr 1/00

Who performs State MV inspection? Arrow Ford Date last inspected 3/20/99

6. Date car purchased 3/20/04  New  Used Purchase price \$ 22261.26  
Trade-In N/A Allowance \$ \_\_\_\_\_  
Seller Dealer/Individual Name and Address Arrow Ford Inc 4001 S. 15th Allen, TX 75001  
How did you learn the car was for sale? N/A  
How was the car paid for?  Cash  Check  
If financed, name and address of finance company Ford Credit - Midland, TX

Account # DA A297 1907 Balance Due \$ 18,851.96 Loan Terms \_\_\_\_\_ Months 36 mo. @  
thru 3/21/06  
Date of last loan payment made 3/2/00  
Is account past due?  Yes  No How long? \_\_\_\_\_  
Are keys in your possession?  Yes  No Ignition key # \_\_\_\_\_ Trunk key # \_\_\_\_\_  
Do you have other theft insurance?  Yes  No Policy # \_\_\_\_\_  
Name of insurance company N/A  
Was this a rebuilt wreck?  Yes  No If yes, name of rebuilder \_\_\_\_\_  
Was it a recovered theft?  Yes  No If yes, date of theft \_\_\_\_\_

7. Are the answers you have given true to the best of your knowledge and

Witness:

Policyholder

Address:

Clyde, TX

SUBSCRIBED AND SWORN TO BEFORE ME this 15th day of March 2004  
in Wilbong Taylor County, Texas  
Notary Public Rebecca L. Balsness My commission expires: 10-21-03



CLICK 'N STICK PHOTO STATIONERY



POLICY NO. \_\_\_\_\_  
DATE/LOSS 3-13-00  
INSURED [REDACTED]

CLAIMANT \_\_\_\_\_

PICTURE NO. 1  
DATE/TIME TAKEN 3-14-00  
BY Bruce Owen  
WEATHER \_\_\_\_\_  
LOCATION AND VIEW CR 233

COMMENTS \_\_\_\_\_



PICTURE NO. 2  
DATE/TIME TAKEN \_\_\_\_\_  
BY Bruce Owen  
WEATHER \_\_\_\_\_  
LOCATION AND VIEW CR 233

COMMENTS \_\_\_\_\_

OUR FILE NO. 43-R438-184  
COMPANY CLAIM NO. \_\_\_\_\_

State Farm Insurance Companies



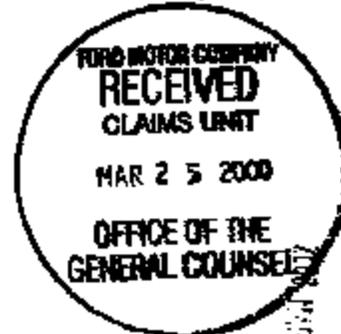
OGC

Claim Office  
3025 Southwest Drive  
P.O. Box 7137  
Arlene, TX 79608-7137

March 20, 2000

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Ford Motor Company  
Attention: Consumer Affairs  
16800 Executive Plaza Drive  
Dearborn, MI 48126-4207



MAR 23 10 42 AM '00

Re: Claim Number: [REDACTED]  
Our Insured: [REDACTED]  
Date of Loss: March 13, 2000  
1999 Ford Ranger Pickup  
VIN: 1FTYR14V1X [REDACTED]

Dear Sirs:

The identified 1999 Ford Ranger pickup is insured by State Farm Mutual Automobile Insurance Company. This Ford pickup experienced an engine compartment fire.

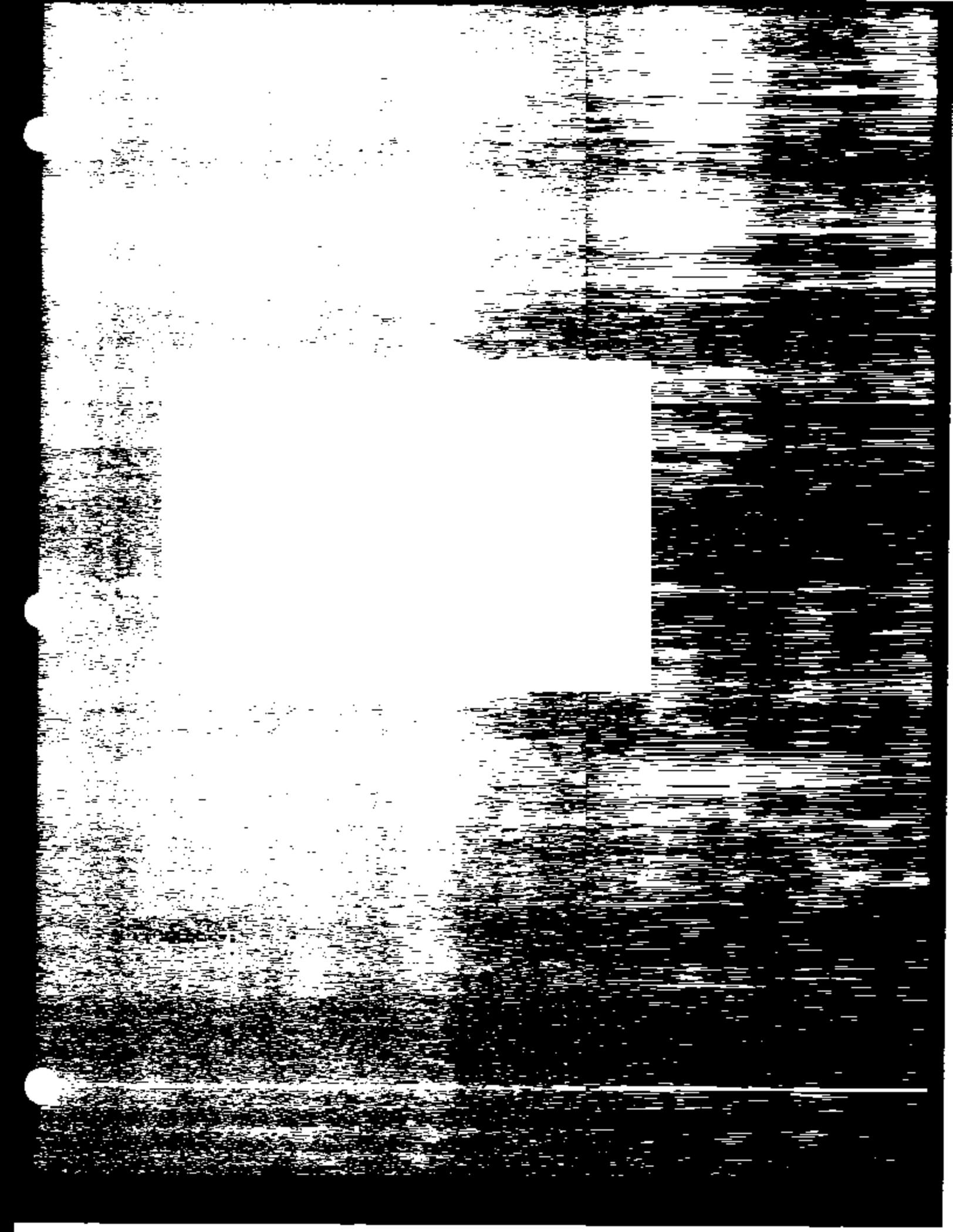
State Farm would like to give you an opportunity to inspect the 1999 Ford Ranger pickup and give you advance notice of our potential subrogation claim. Please contact me at (915) 691-7828 to set up a time for your inspection.

Sincerely,

Bruce C. Owen  
Claim Representative  
(915) 691-7828

State Farm Mutual Automobile Insurance Company

BCO/028/0320020



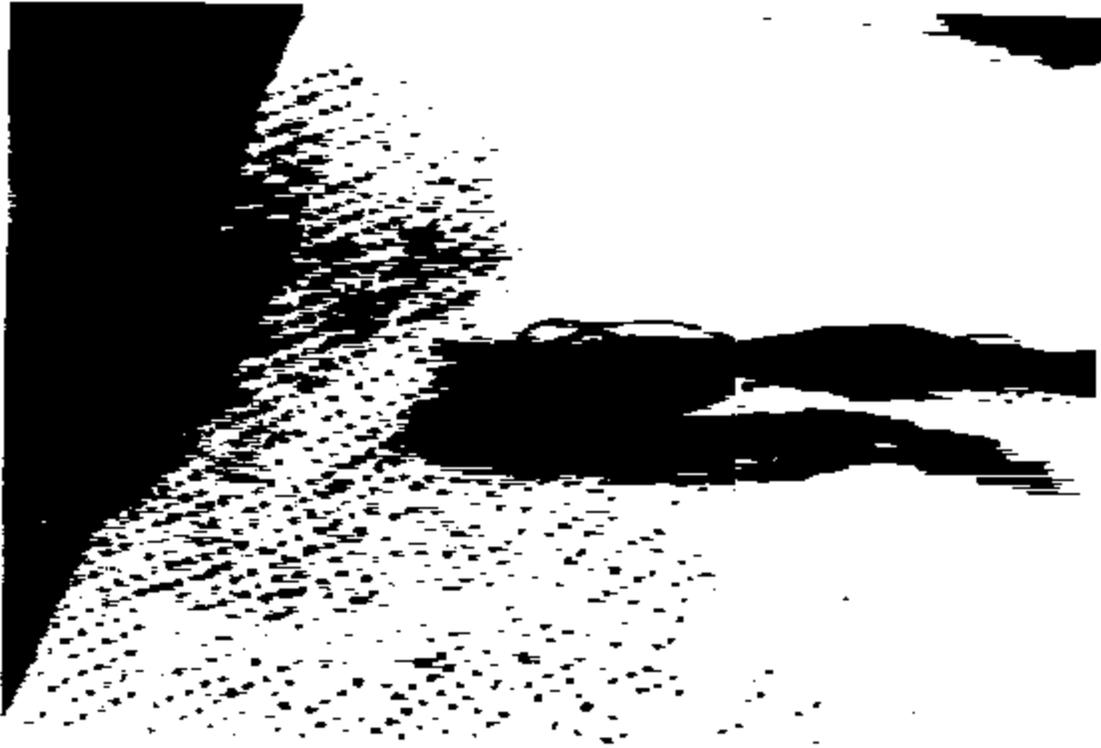




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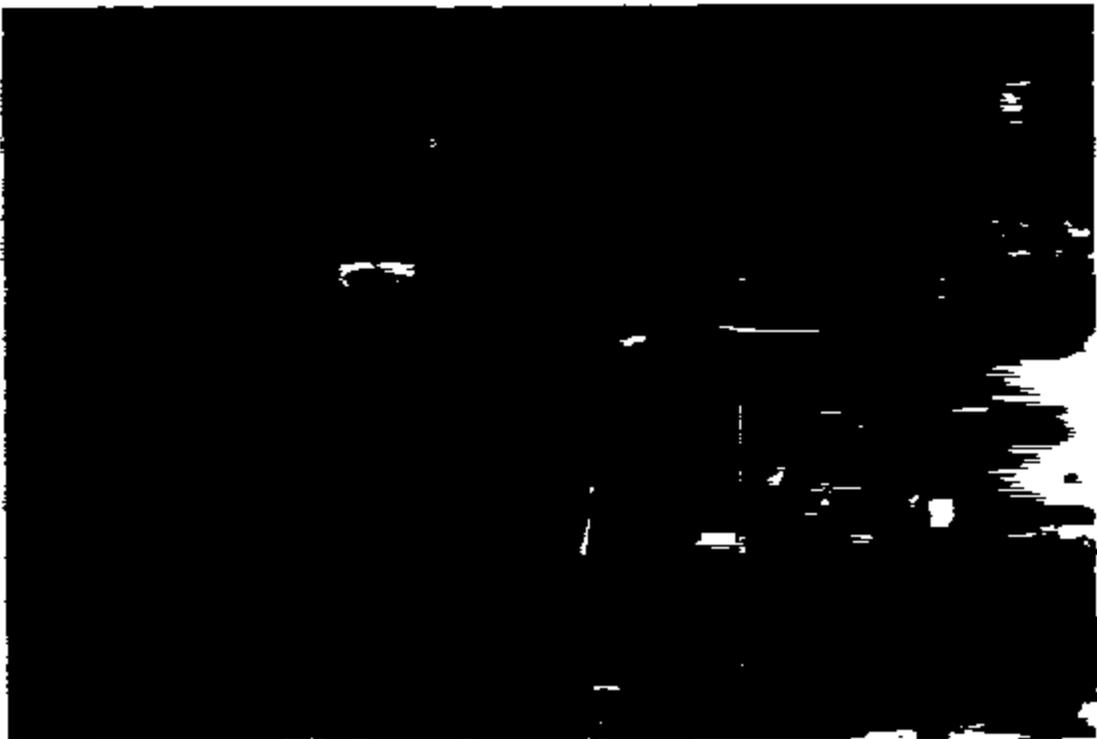
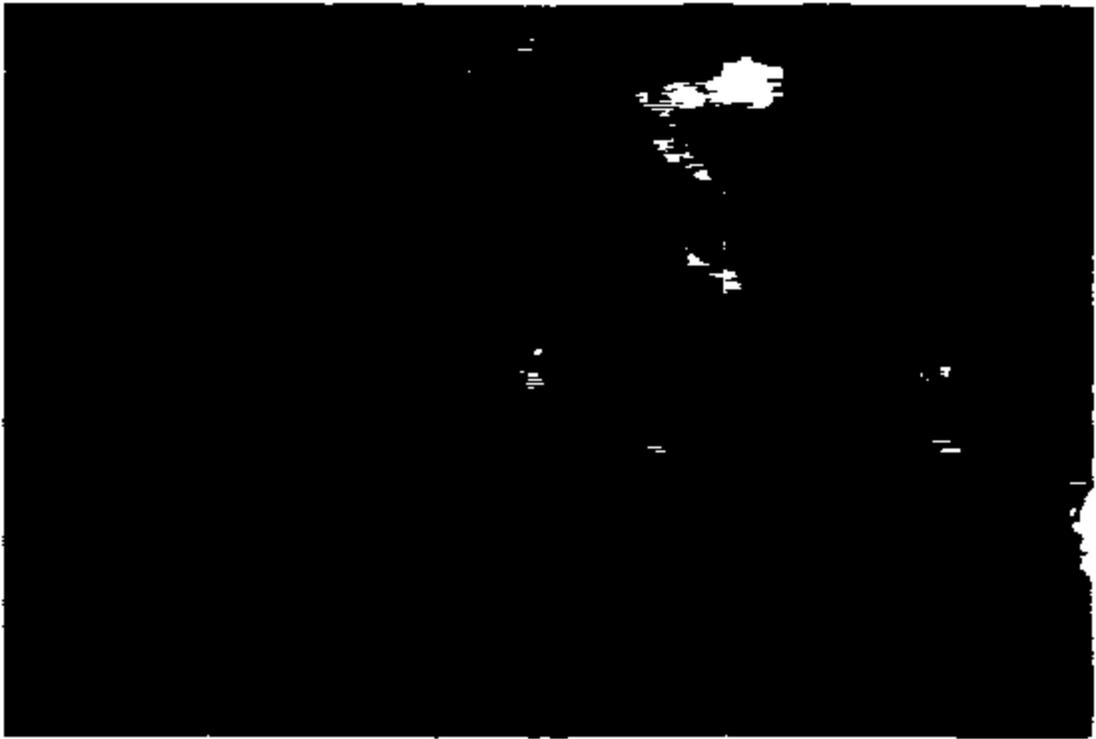




ERG-885-LC-7382



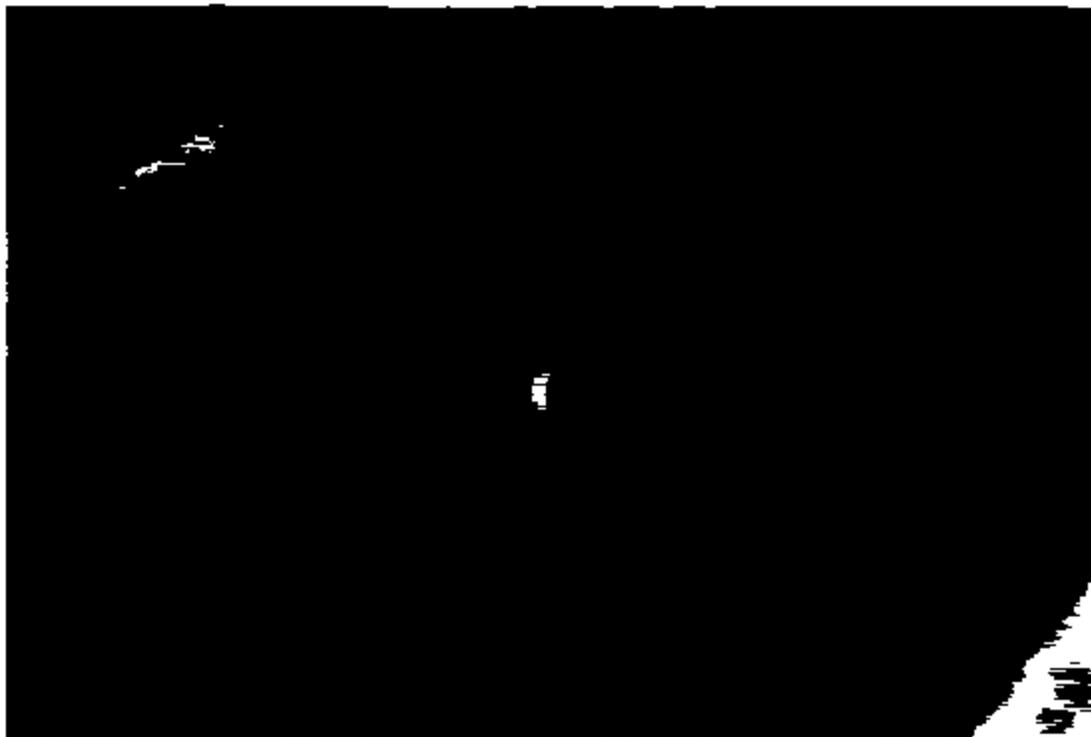
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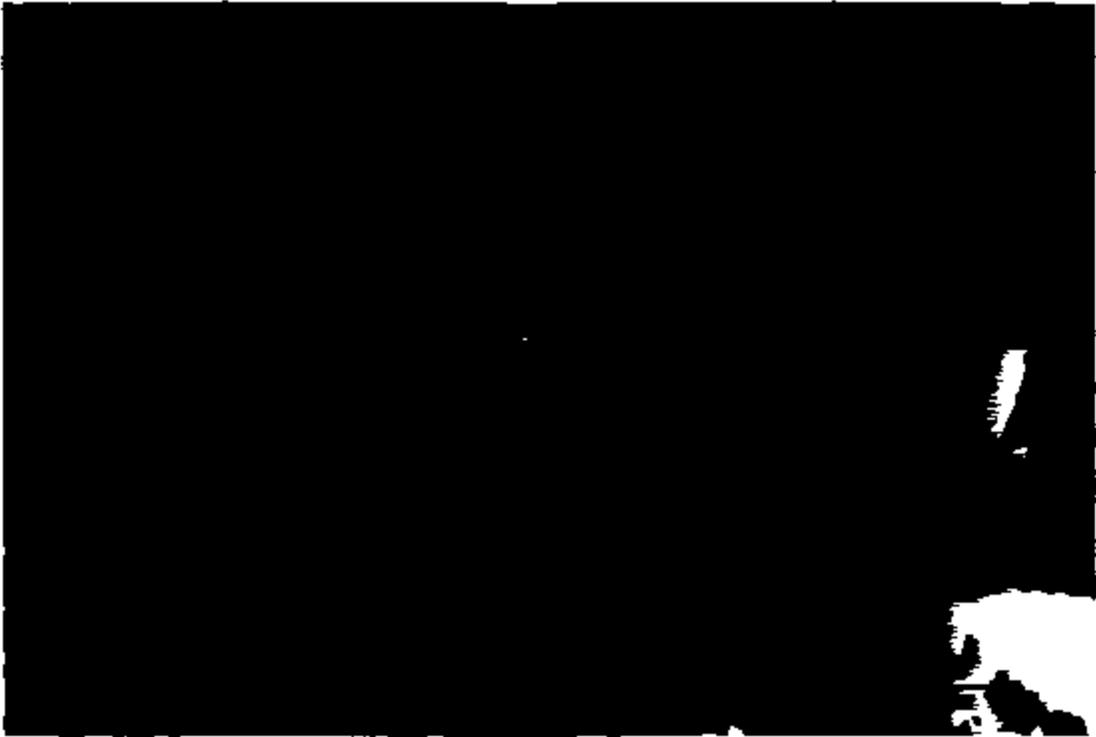
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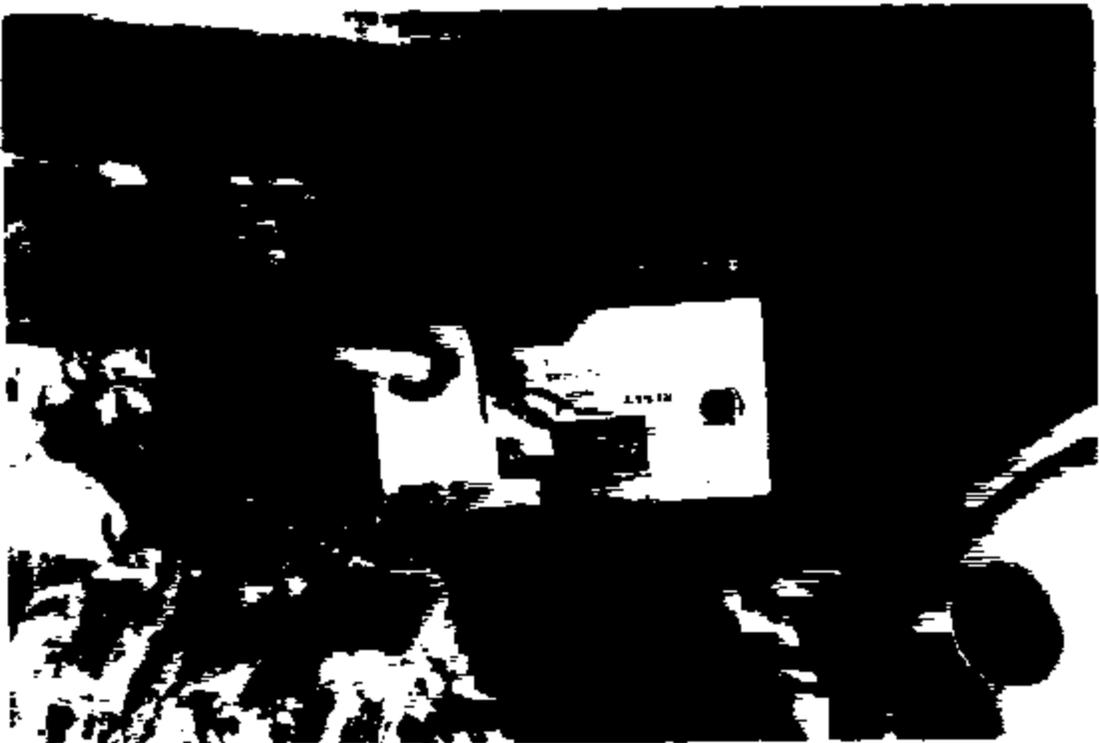


ER05-085-LC-7395





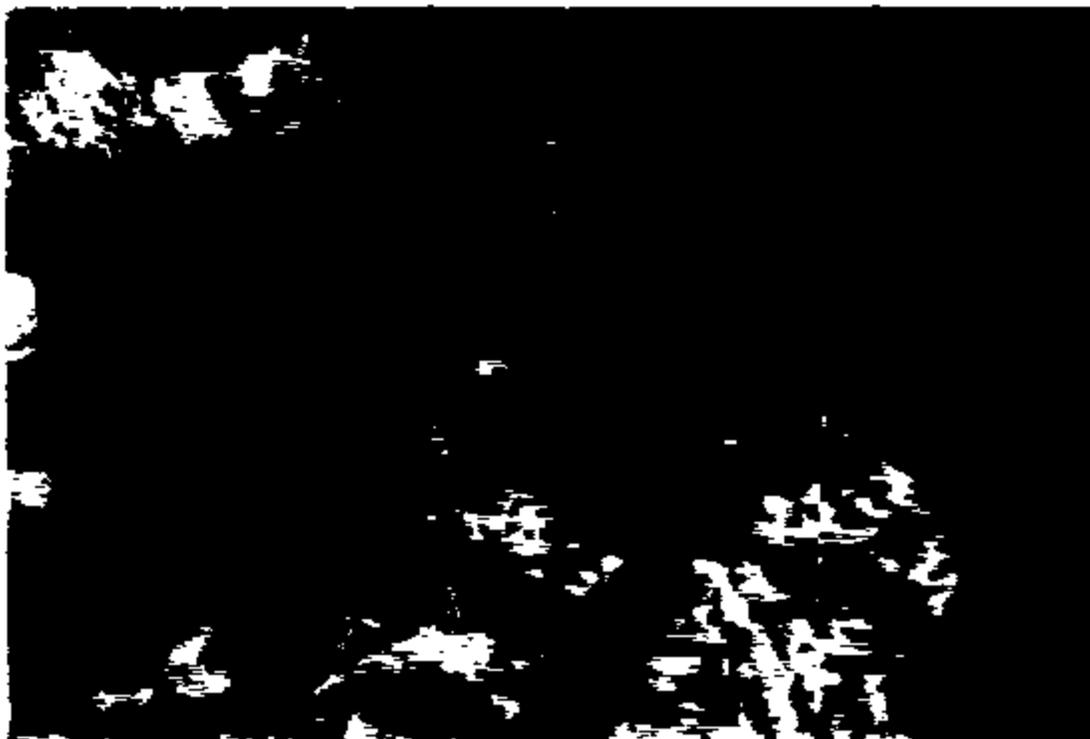




2025-005-LC-7388



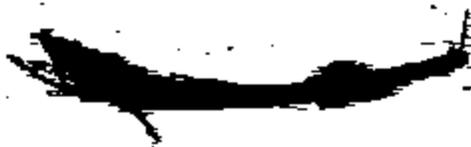
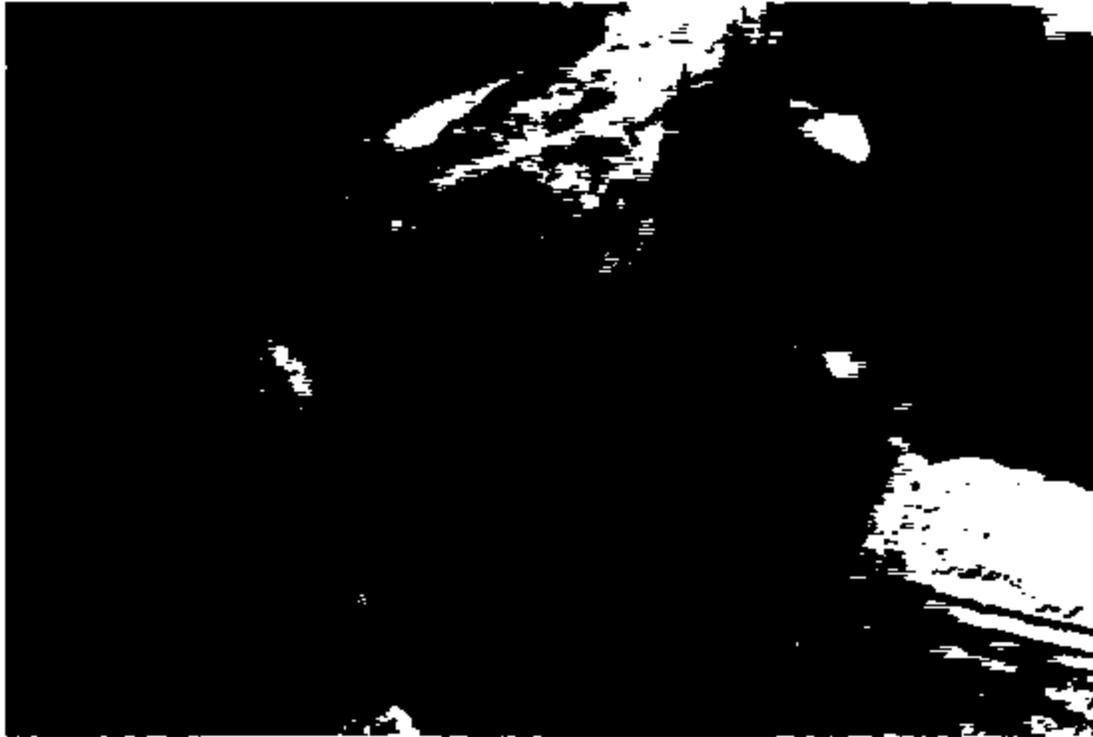
EROS-605-LC-7408



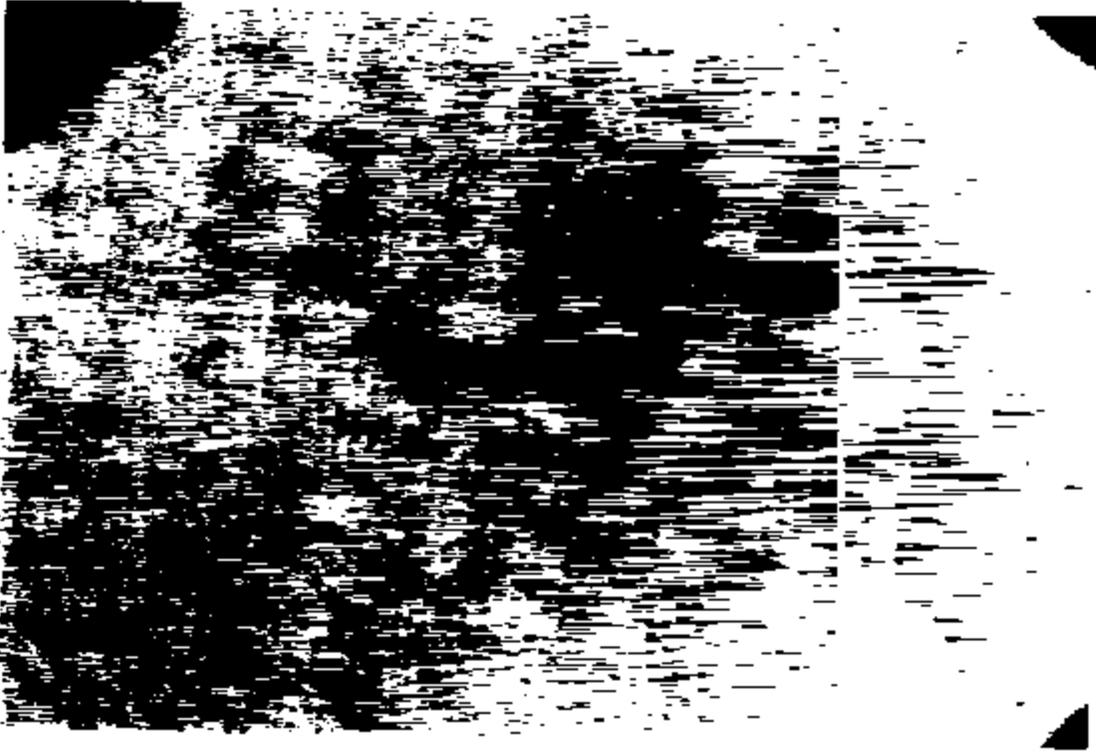
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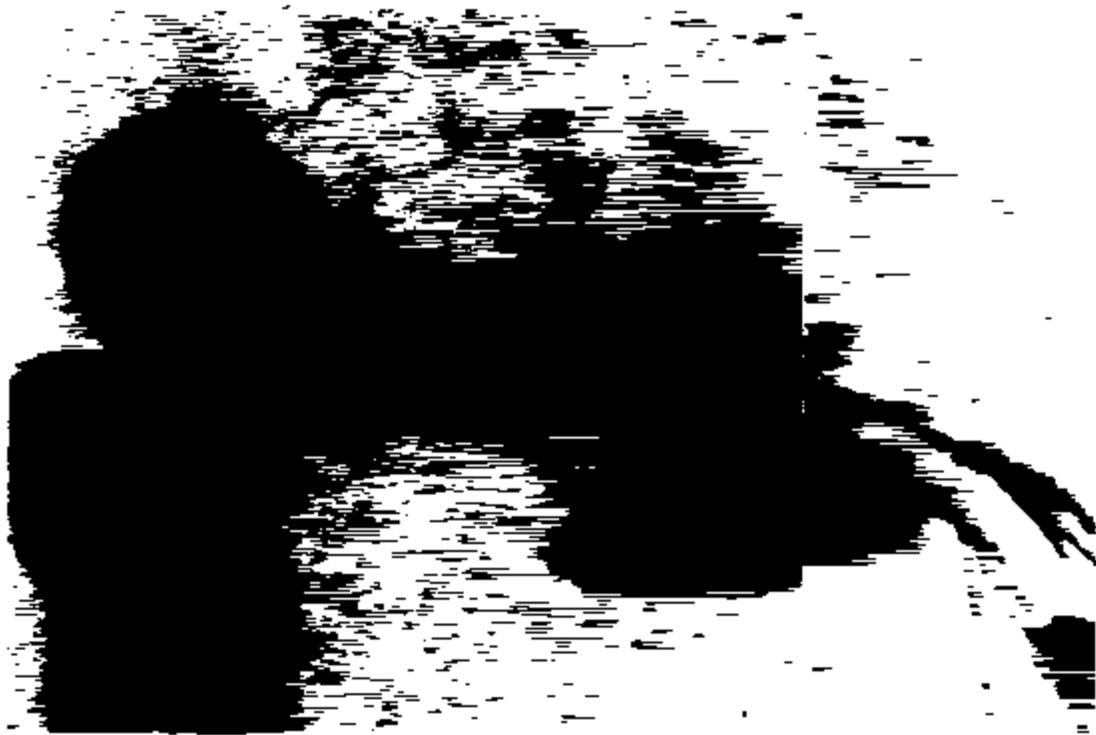




E905-085-LC-7484

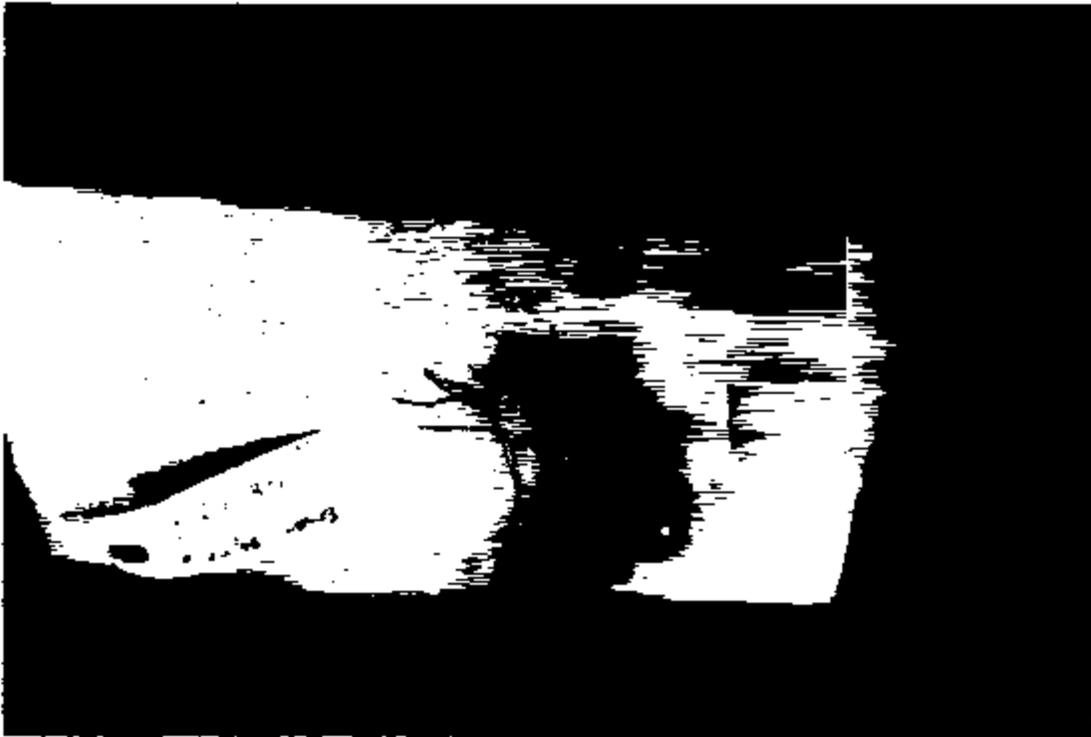


ER05-005-LC-7405



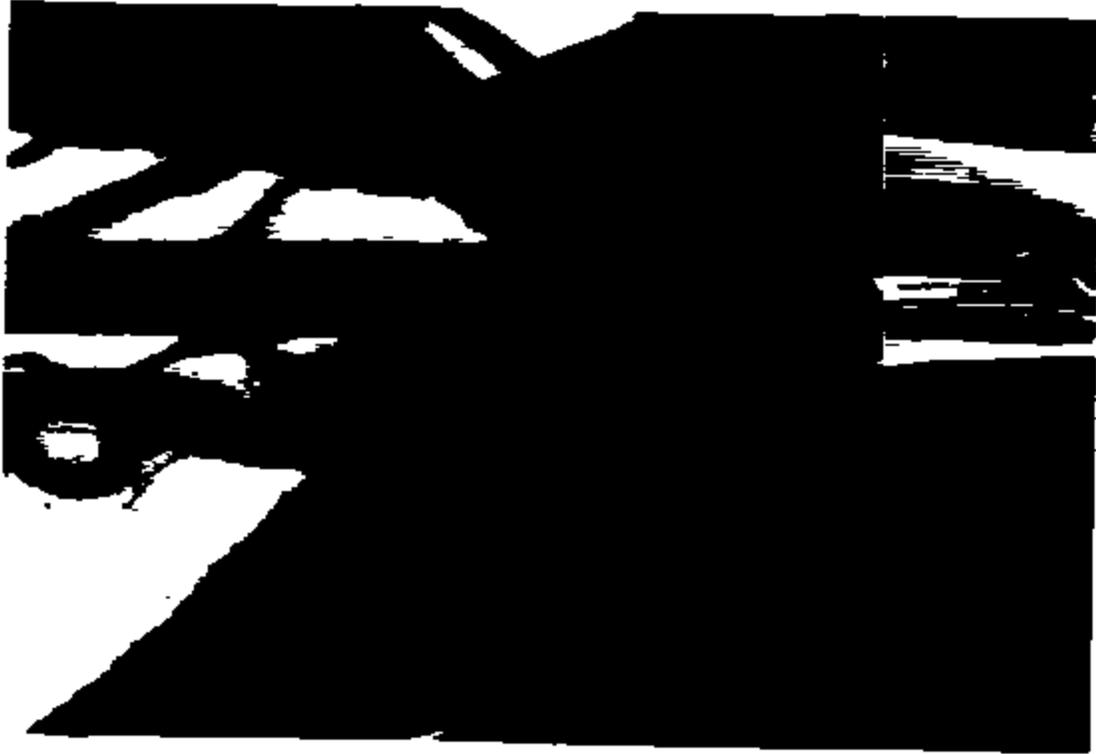


ERG5-085-LC-7487

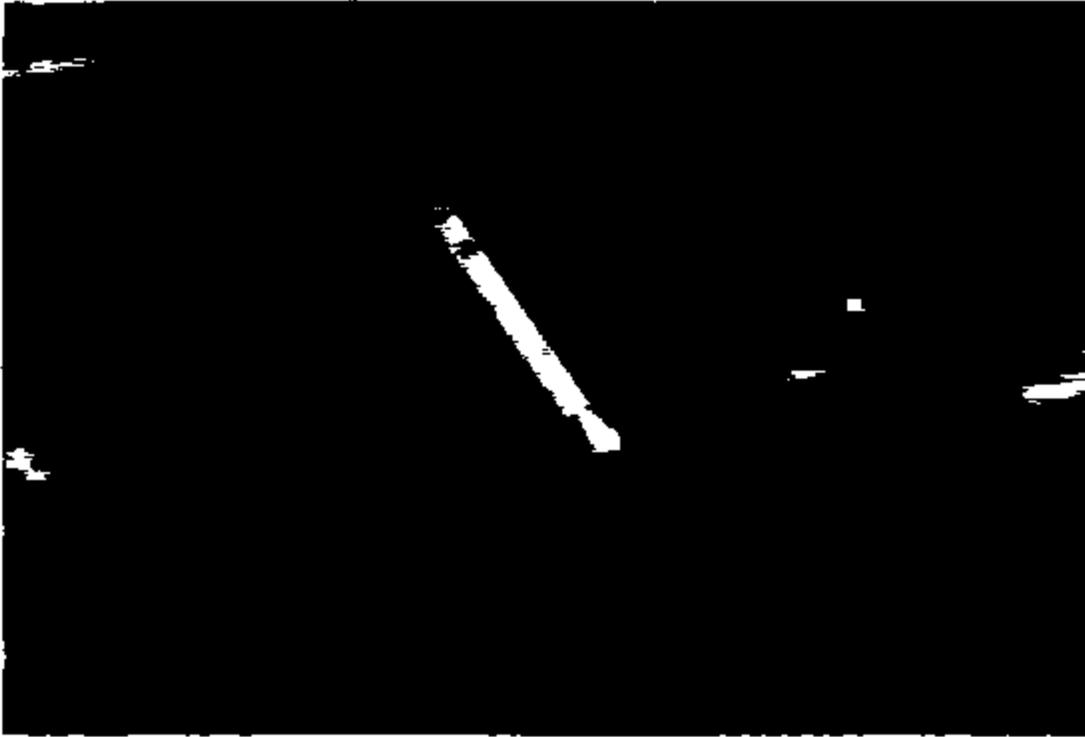




EA05-005-LC-7489

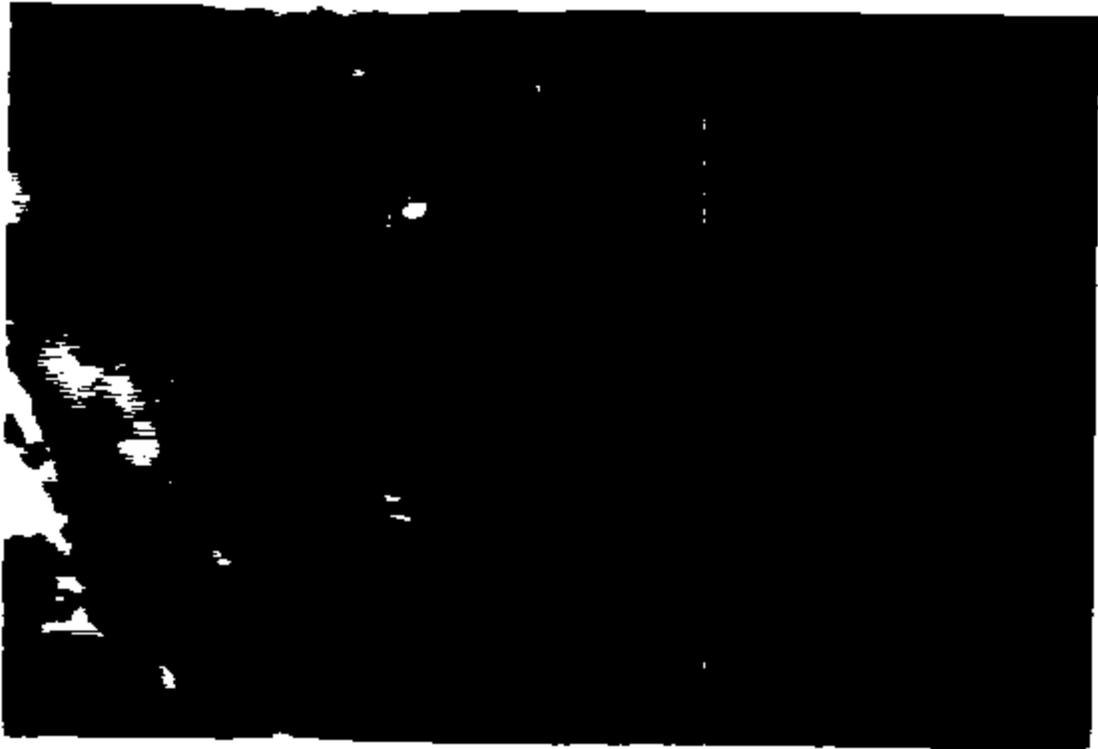


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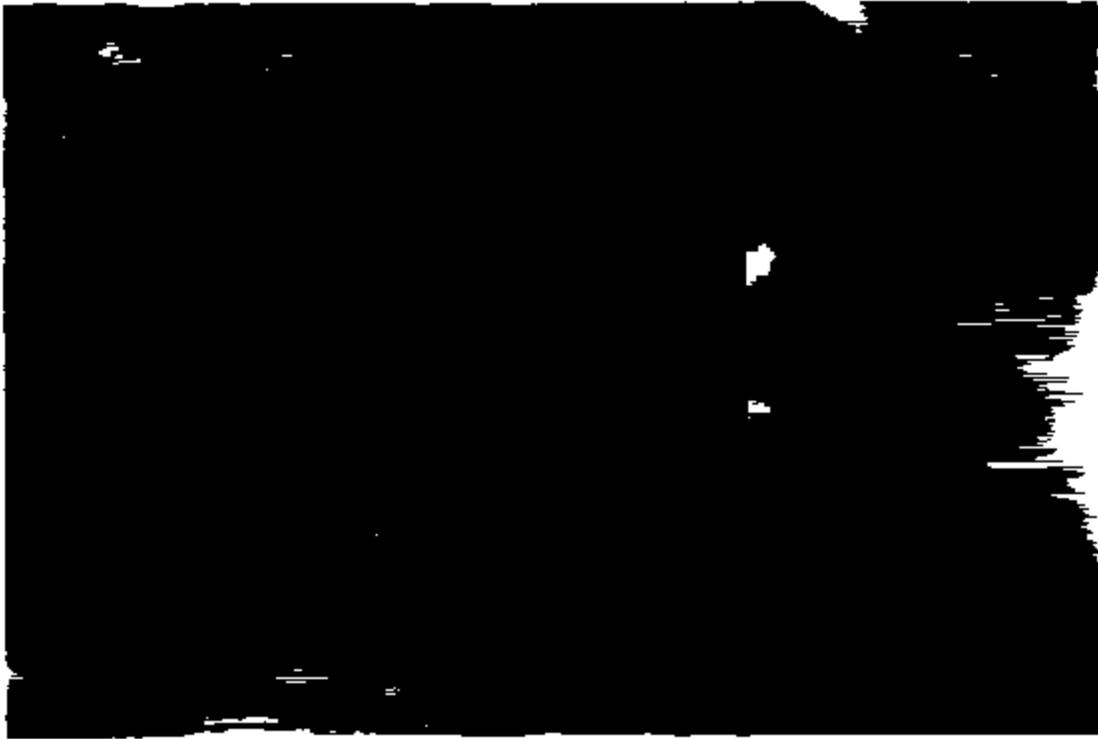




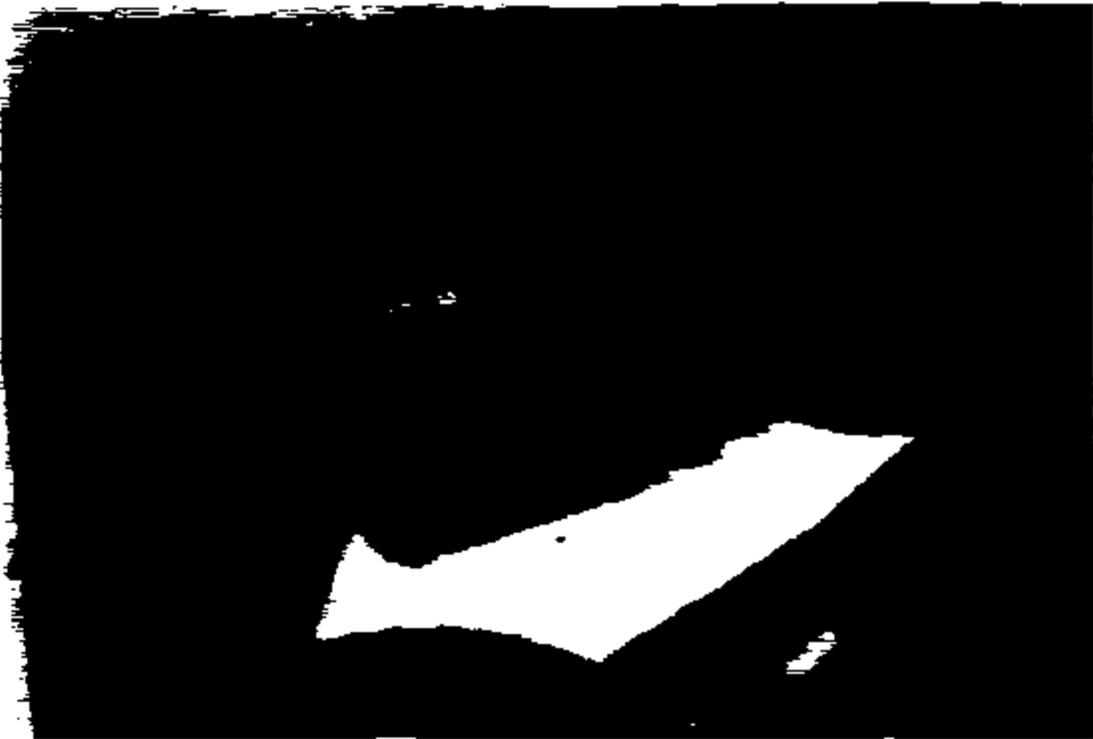
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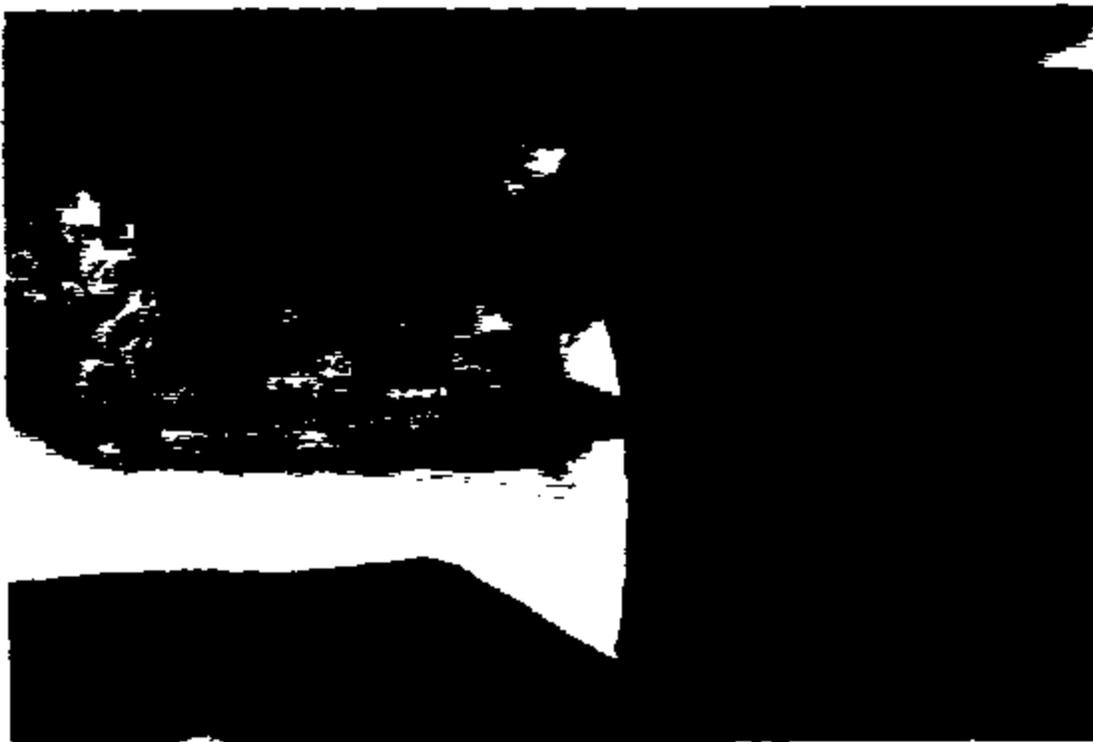
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ER05-003-LG-7414



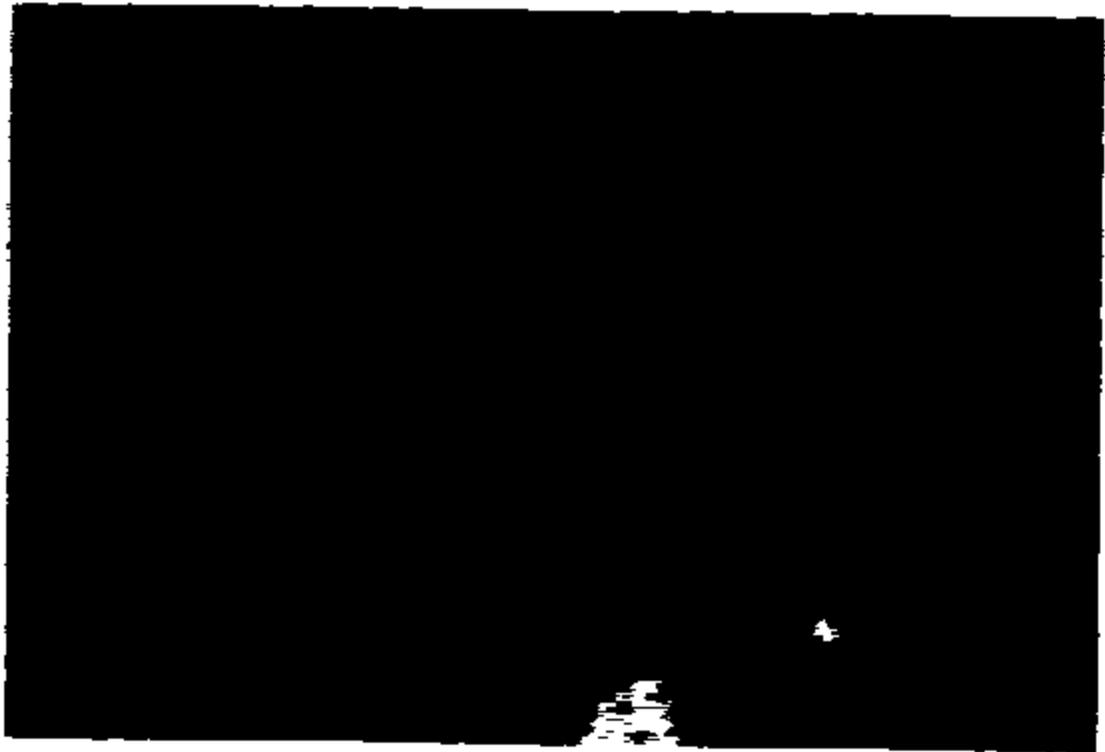
ER05-005-LC-7415



EG95-005-LC-7418



EROS-005-LC-7417







6985-885-LC-7428

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

[REDACTED]

Court File No:  
Case Type: Property Damage

Plaintiff,

vs.

COMPLAINT

Ford Motor Company, a Delaware  
corporation, and Honorbuilt  
Industries, Inc., a Kansas  
corporation,

Defendants.

Plaintiff, for his Complaint, states and alleges:

I.

At all times relevant to this Complaint, the plaintiff was a resident of Hennepin County, Minnesota.

II.

At all times relevant to this Complaint, Ford Motor Company and Honorbuilt Industries, Inc. were foreign corporations doing business in the State of Minnesota.

III.

On or about September 21, 1994, the plaintiff purchased a 1995 Honorbuilt El Dorado Motor Home model number 280WB, serial number 084CC01315 and chassis VIN number 1FDKE30G2RE [REDACTED] ("motor home").

↑↑

IV.

On or about November 1, 1994, the motor home and its contents including personal property of the plaintiff sustained fire damage.

V.

Defendants Ford Motor Company and Honorbuilt Industries, Inc. negligently

designed, manufactured, assembled, sold, and distributed the motor home, which directly and proximately caused the fire of November 1, 1994, and the resulting fire damage to the plaintiff's motor home and its contents, including the plaintiff's personal property, in an amount in excess of \$48,000.

VI.

The motor home designed, manufactured, assembled, sold and distributed by the defendants was defective and unreasonably dangerous.

VII.

The defective condition and unreasonably dangerous nature of the motor home existed when it left control of the defendants and remained in existence up until and through the time of the fire herein.

VIII.

As a direct and proximate result of the foregoing defect and dangerous condition, the fire occurred, directly and proximately causing the plaintiff's damage to his motor home and personal property therein in an amount in excess of \$48,000.

IX.

The defendants breached express and implied warranties of merchantability and fitness for the motor home's intended use, which directly caused the plaintiff's damages in an amount in excess of \$48,000 .

**WHEREFORE**, the plaintiff demands judgment against the defendants, jointly and severally, in an amount in excess of \$48,000, together with interest, costs, disbursements, and for such other relief as the Court deems just and equitable.

JOHNSON & LINDBERG, P.A.

Dated: June 22, 1995

By *John R. Crawford*  
John R. Crawford  
Attorney for Plaintiff  
Suite 1610, 8500 Tower  
8500 Normandale Lake Blvd.  
Minneapolis, MN 55437-3828  
(612) 897-5757  
Attorney Reg. No: 158033

ACKNOWLEDGMENT

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

*John R. Crawford*  
John R. Crawford

FIRE INVESTIGATION REPORT

FOR

MR. NICK FRYBERG

FOREMOST INSURANCE

GRAND RAPIDS, MI

REFERENCE CLAIM # [REDACTED]

REGARDING FIRE LOSS

11-1-94

1995 ELDORADO MOTOR HOME

AT

ADCOM EXPRESS

7430 W. 78TH STREET

BLOOMINGTON, MN 55439

OWNED BY

[REDACTED]

BY

SANDER ENGELSGJERD

OIA, INC.

RECEIVED

DEC 27 1994

GR CLAIMS

SYNOPSIS

On 11-8-94 OIA, INC. was hired by Foremost Insurance Company to inspect a fire that occurred to a 1995 Eldorado Motor Home. The vehicle was owned by [REDACTED] who used it as his main home. He had driven it to his work at Adcom Express, Bloomington, Mn on 11-1-94. The fire occurred shortly after he arrived for work and while he was still in the vehicle.

The vehicle was inspected by OIA, INC. on 11-10-94 at Total Loss Brokers, Chaska, MN 55318. An origin and cause was determined. Photographs of the vehicle were taken and interviews with the insured and fire department inspector were taken.

The fire began in the engine compartment near the rear portion of the engine. This was the area closest to the interior of the cab of the vehicle and was between the front passenger and driver's seats. The fire first entered the vehicle through the defroster vents and then through the rest of the dash. The vehicle was completely burned in the fire.

An origin was determined to be at or near the fuel injectors and fuel line for the engine.

Investigators found that the fire burn patterns were greatest at or near the fuel lines and injectors. Inspection of these lines indicated that the fire began as a result of gas spraying onto the hot engine

manifold below the fuel lines on either side of the engine block. The fuel line or injectors ruptured and gas was sprayed after the electric fuel pump continued to send fuel through the line.

Investigators determined that the owner did not cause the fire by his negligent actions. The fire was determined to have been caused by a malfunction of the fuel line or fuel injectors.

FIRE INVESTIGATION REPORT

On 11-8-94 OIA, INC. was hired by Mr. Nick Fryberg, Adjuster, Foremost Insurance Company, Grand Rapids, MI to investigate a fire loss that occurred to a 1995 Eldorado Motor Home. The motor home burned on 11-1-94 at Adcom Express, [REDACTED] Bloomington, MN [REDACTED]. The vehicle was owned by [REDACTED] who used it as his main home.

On 11-10-94 the vehicle was inspected at Total Loss Brokers, [REDACTED], Chaska, MN [REDACTED]. Photographs were taken of the vehicle during the inspection.

The motor home was identified as a 1995 Eldorado Motor Home manufactured by Honor Built Industries, 1200 W. Tenth Street, Box 266, Minneapolis, KS; 800-342-6234. [REDACTED] purchased the vehicle from Quality RV, Inc., 11044 [REDACTED] Elk River, MN [REDACTED]. The VIN identification number could not be read from the plate on the dashboard. The number for the vehicle is unknown by OIA, INC. [REDACTED] has his warranty credit card with the VIN on it. The vehicle was identified as Pool #17135 at Total Loss Brokers.

The vehicle was inspected for fire damage. The exterior showed more fire near the front than at the rear. The cab and engine portions of the vehicle were completely burned. It appeared that a fire near the front burned into the rear. Based upon burn patterns no origin could

be found on the exterior of the vehicle.

The interior was inspected. The burn patterns in the bedroom in the rear of the vehicle indicated that a fire burned into this room from the front of the vehicle. The kitchen and dining room area indicated that a fire from the front burned into this area. There were no indicators that the fire occurred in any of the appliances in this area. The propane fixed stove was not in use and the knobs were all turned "off". The living room area was completely burned. The burn patterns in this area indicated that a fire from the front portion burned into this area. Had a fire occurred in this area it would have produced a different burn pattern on the rear portion of the vehicle. No origin was found in the living room area. The cab portion was inspected for fire damage. This area suffered greater fire damage than the rear portions of the vehicle. The fire patterns indicated that fire from the engine compartment burned into this area. The cab seats were burned from top down fire. The carpeting near the driver's and passenger seats was burned from fire that flashed over in the cab. There was no indication of a fire originating on the floor of the cab and burning into the motor or rear portions. The debris under the driver's side of the cab was layered and inspected for signs of origin or cause. None was found.

The engine area was inspected for fire burn patterns in an attempt to find origin of the fire. The burn patterns indicated that a fire near the rear portion (that portion nearest the cab) and along the passenger side of the engine burned hottest and longest. It appeared that a fire occurred in this area and burned into the remainder of the

vehicle.

The cowling that covered the engine in the cab portion of the vehicle was inspected. It was more burned on the underside (side closest to the engine) than on the cab side (side facing the passenger and drivers seats). Burn patterns indicated that fire originated in the rear portion of the engine, burned on top of the engine and then burned up into the dash and eventually into the remainder of the vehicle.

#### ORIGIN

Based upon fire patterns viewed, inspection of the debris and accounts of the witnesses to the fire it was determined that the origin was in the engine compartment of the vehicle. The fire began at the rear of the engine near the top and on the passenger side of the engine block

#### CAUSE DETERMINATION

The engine block was inspected for specific burn patterns in an attempt to determine the cause of the fire. It was noted that fuel lines crossed the rear portion of the engine block and joined with fuel injectors at or near the area of origin. Burn patterns indicated that fire covered a large portion of the engine block in this area. The fuel lines were rubber and the fuel injectors had a hard plastic tubing at or near this area. It appeared that fuel sprayed out of the fuel line or a fuel injector (plastic tube) causing the large burn area. If the rubber fuel line or plastic tubing of the fuel injector

ruptured then the fire pattern could have occurred.

The owner indicated that when he attempted to extinguish the fire from the front of the engine block he observed a "river of fire" burning near the rear portion of the engine. This area was at or near the rubber fuel line or plastic tubing of the fuel injector. He noted that this was the area where the greatest fire was occurring.

The owner had driven the vehicle from Elk River, Mn to Bloomington, Mn on 11-1-94. This distance was about 30 miles. He experienced no problems with the engine fuel or the electrical system during this trip. He had experienced no problems with the vehicle since he purchased it about two months prior to the fire. He shut the vehicle off in the parking lot of Adcom Express and had gone to the rear to change his clothes for work. He noticed the smoke alarm sounding and investigated. He found thick black smoke coming from the defrost vents on the dashboard and then saw heavy fire coming from the vents. The fire then burned the head liner in the cab and eventually burned into the rear portion of the vehicle. He attempted to put out the fire by forcing open the engine hood. He saw no fire inside the cab until it erupted through the defrost vents on the dashboard.

Investigators attempted to determine if the fire could have been caused by careless use of smoking materials in the cab portion of the vehicle. The ash tray was found in the debris on the floor below the driver's seat. It had no cigarette butts in it. Based upon visual inspection of the ash tray, tracing of burn patterns from the engine portion of the vehicle and accounts of the owner it was determined

that the fire did not begin in or near the ash tray. Careless use of smoking materials was ruled out as a cause of this fire.

When the owner parked the vehicle in the parking lot he shut the unit off and took the keys with him when he went to the rear to change his clothes. He left no electrical appliances or radios on and was not using any electrical power at the time of the fire. He had no trouble with the electrical system since he purchased the vehicle two months earlier. The two batteries for the vehicle were inspected and found to be burned from top down fire. There was no indication that the fire was caused from internal malfunction of the two batteries. The electrical system was ruled out as a possible cause of this fire.

The owner had the vehicle undercoated two days prior to the fire. The underside of the unit was inspected and found to be unburned except for a portion of the frame near the passenger side of the vehicle. Fire from the engine block caused this burn pattern. The origin of the burn patterns on the frame indicated that fuel pouring out of the fuel line could have caused this burn pattern. There was no indication that the fire was caused by the recent undercoating performed on this vehicle. The top portion of the engine block was burned more than the underside.

The only portion of the vehicle that could not be ruled out as a possible cause of this fire was the fuel line system that crossed through the rear portion of the engine at or near origin.

During the inspection of the vehicle on 11-10-94 and again on 11-29-94.

investigators of OIA, INC. talked to an employee who worked for Total Loss Brokers, Fred Williams. Mr. Williams noted that he has personally worked on Ford Motor Company vehicles where there has been a problem with the plastic tubing on the fuel injectors. He has seen this tubing rupture or split and spill or spray gas onto the engine. He noted that the electric fuel pumps continue to pump gas even after they are shut off if there is a leak in the system. The fuel line is under a small pressure and the gas sprays out the rupture onto the hot engine manifolds.

#### CAUSE

Based upon a complete examination of the 1995 Eldorado Motor Home, inspection of the burn patterns, determination of origin in the rear portion of the engine compartment and interviews with the owner and the fire department inspector it is the opinion of OIA, INC. that the fire was caused by a malfunction of the fuel line system which caused the gas in the fuel line to leak onto a hot manifold and erupt into flames. The weakest portion of the fuel line was the plastic tubing on the fuel injectors.

All other possible causes of this fire were eliminated. The actions of the owner in no way caused this fire.

INTERVIEWS

[REDACTED] Minneapolis, MN [REDACTED]

[REDACTED] was interviewed by OIA, INC. via telephone on 11-10-94 and again on 11-29-94.

[REDACTED] noted that he purchased the 1995 Eldorado Motor Home from Quality RV, Inc., Elk River, Mn about two months prior to the fire. He used the vehicle as his primary residence. He had the unit undercoated two days prior to the fire and had driven it from Elk River, Mn to Bloomington, MN on the day of the fire. He parked the vehicle and was changing his clothes for work when he noticed a smoke alarm sounding and saw smoke. He investigated and found thick black smoke coming from the defrost vents on the dashboard. He then saw heavy flames coming from the defrost vents and the cab portion of the vehicle was involved in fire. He attempted to put out the fire by pulling the hood latch and opening the engine hood. He saw heavy fire at the rear portion of the engine along the passenger side. He could not put out the fire so he went for help. The Bloomington Fire Department was called and they extinguished the fire.

An employee at Adcom Express had a camera and gave it to [REDACTED] so he could take pictures of the fire. It is believed that [REDACTED] has the negatives for these photographs. Several employees at Adcom Express were present at the time of the fire and saw the fire near the rear portion of the engine.

██████████ believes that the fire was caused by a rupture of the fuel line and the spraying of gas onto the hot manifolds. He noted that he has had no problems with the vehicle since he purchased it.

██████████ 11-28-53, ██████████ Shakopee, MN ██████████  
██████████

Mr. Williams was interviewed in person at Total Loss Brokers, Chaska, Mn on 11-10-94 and again on 11-29-94. He is an employee of Total Loss Brokers and has worked on Ford Motor Company vehicles.

He noted that he has seen three (3) Ford vehicles with fuel line problems. He noted that in about June, 1994 (May to July?) while he worked at Chief's Towing, Bloomington, MN he saw a Ford Crown Victoria with "identical" problems as the 1995 Eldorado Motor Home. He noted that fire investigators were looking at that vehicle for fuel line problems. He also noted that he has seen this problem in two (2) Ford Ranger pickups. One problem occurred while he was working on a vehicle "somewhere else" and one while he was at Total Loss Brokers. He noted that while at Total Loss Brokers he was working on a Ford Ranger pickup and felt gas dripping onto him while he was under the engine. He investigated and found a rupture in the plastic tubing of the fuel injector. He replaced the tubing and corrected the problem on that vehicle. Mr. Williams noted that he has seen some of this plastic tubing get brittle while other pieces remain pliable.

The Ford Ranger pickup mentioned by Mr. Williams was still at Total Loss Brokers. It was identified as license plate # 675-KJS (MN). The

vehicle was owned by an insurance adjuster. His name could be obtained from the office personnel at Total Loss Brokers.

RUSSEL J SMITH Fire Inspector, City of Bloomington Fire Department,  
2215 W. Old Shakopee Road, Bloomington, MN 55431-3096; 612-948-8969.

Mr. Smith was interviewed by telephone on 11-23-94 and in person on 11-29-94 in Bloomington, MN. He gave information about the location of the fire and the actions of the Bloomington Fire Department during the extinguishment of the fire. Mr. Smith and an investigator for OIA, INC. went to Quality RV, Inc., Elk River, MN to inspect a prototype of the 1995 Eldorado Motor Home. The investigators viewed the engine compartment from the exterior and interior. It was observed that fuel lines crossed over the area of origin of the fire. Mr. Smith agreed that a possible cause of the fire was from a rupture of the fuel line or the fuel injector and the spilling of gasoline onto the hot manifolds.

Mr. Smith did not see any signs of arson as a cause of this fire.

Mr. Smith agreed to provide his report to OIA, INC. when he prepared it

*Donald J. Engstrom*  
OIA, INC.

## PHOTOBIBLIOGRAPHY

PHOTOGRAPH #1: This is a photograph of the 1995 Eldorado Motor Home owned by [REDACTED]. The vehicle was burned in a fire on 11-1-94 in Bloomington, MN. The vehicle was inspected on 11-10-94 at Total Loss Brokers, Chaska, MN. It was identified as #17135. Note the burning to the engine and cab area. There was greater fire on the passenger side of the vehicle.

PHOTOGRAPH #2: This is a photograph of the rear driver's side of the vehicle. There was little fire damage to the exterior rear of the vehicle.

PHOTOGRAPH #3: This is a photograph of the rear passenger side of the vehicle. Note the fire damage to the front portion.

PHOTOGRAPH #4: This is a photograph of the front passenger side of the vehicle. Note the fire damage to this area. The side door to the interior of the motor home was at the left in this photograph.

PHOTOGRAPH #5: This is a front view of the vehicle. Note the fire damage to the passenger side of the grill and cab.

PHOTOGRAPH #6: This is a photograph of the interior of the vehicle. The photographer is facing the front of the cab and is standing behind the passenger seat of the cab. Fire from the front of the vehicle burned into the cab and rear portion of the unit.

PHOTOGRAPH #7: This is a photograph of the interior living room behind the cab. The photographer is standing outside the vehicle and is showing the extension of the fire.

PHOTOGRAPH #8: This is a photograph of the kitchen/dining area of the vehicle. There was less burning in this area than in the cab and engine compartments.

PHOTOGRAPH #9: This is a photograph of the interior of the vehicle as seen from the driver's side. The photographer is standing outside the vehicle and is looking at the area behind the drivers seat of the cab

PHOTOGRAPH #10: This is a photograph of the living room area of the vehicle as seen from the driver's side. Compare this photograph to #7

PHOTOGRAPH #11: This is a photograph of the kitchen/dining area of the vehicle. The photographer is showing the appliances. Note the lack of burning to the cabinets.

PHOTOGRAPH #12: This is a photograph of the propane gas stove shown in Photograph #11. Note that the knobs are all in one position. It was determined that this was the "off" position.

PHOTOGRAPH #13: This is a photograph of the bed in the bedroom at the rear of the vehicle. The fire only partially entered this room. Note the "v" on the bottom of the mattress at the end closest to the door to the room. This indicated that fire entered the room from the front.

PHOTOGRAPH #14: This is a photograph of the front of the vehicle as seen from the entrance to the bedroom. Note the more complete burnin to the passenger side of the vehicle.

PHOTOGRAPH #15: This is a photograph of the cab area of the vehicle as seen from the living room area. Note the cowling surrounding the engine in the cab was not burned through. First fire entered the vehicle from the defrost vents on the dashboard.

PHOTOGRAPH #16: This is a photograph of the same area shown in Photo graph #15. The cowling over the engine was partially removed to expose the rear of the engine. This was later determined to be the area of origin.

PHOTOGRAPH #17: This is a photograph of the same area shown in Photo graphs #15 and #16. The cowling was completely removed to expose the rear of the engine block. Investigators determined that this was the area of origin.

PHOTOGRAPH #18: This is a photograph of the passenger side of the front of the vehicle. The photographer is showing the fire damage to the front grill.

PHOTOGRAPH #19: This is a photograph of the engine block as seen from the front passenger side. The photographer is showing the fire damage to the passenger side of the engine.

PHOTOGRAPH #20: This is a photograph of the same area shown in Photograph #19. The photographer is showing a closeup of the front of the engine block.

PHOTOGRAPH #21: This is a photograph of the driver's side of the engine block as seen from the front. The photographer is showing the burning on this side of the block as a comparison to the passenger side. See Photograph #19.

PHOTOGRAPH #22: This is a photograph of the driver's side of the engine block. The photographer is showing a closeup of this area. Compare this photograph to Photograph #20.

PHOTOGRAPH #23: This is a photograph of the rear of the engine block as seen from the passenger side of the cab. The photographer is near the passenger seat in the cab and is looking at the engine block. Fire damage on the passenger side of the block was greater than on the driver's side.

PHOTOGRAPH #24: This is a closeup of the same area shown in Photograph #23. The photographer is showing the area of origin.

PHOTOGRAPH #25: This is a photograph of the rear of the engine block as seen from the area between the drivers and passengers seats. The photographer is facing the engine and is looking at the area of origin. Fuel lines and the fuel injectors crossed through this area.

PHOTOGRAPH #26: This is a closeup of the area shown in Photograph

#25. The photographer is showing the gap between the fuel lines on the injectors. Refer to Photograph #34 for a comparison of the portion of the fuel line that is missing.

PHOTOGRAPH #27: This is a photograph of the front of the engine as seen from the front of the vehicle. The photographer is showing the shiny areas of the fuel line injectors. Compare this photograph to that of #26. The area where the plastic tubing is missing is shiny in this photograph and is tarnished in #26. This was one indicator that the fire did not originate in the front of the engine.

PHOTOGRAPH #28: This is a closeup of the same area shown in Photograph #27. It clearly shows the shiny area.

PHOTOGRAPH #29: This is a photograph of the bottom side of the ash tray found in the debris on the floor beneath the drivers seat. This ash tray did not excessively burn and no cigarette butts were found in or around the ash tray. Careless use of smoking materials was ruled out as a possible cause of the fire.

PHOTOGRAPH #30: This is a photograph of the top side of the same ash Tray shown in Photograph #29.

PHOTOGRAPH #31: This is a photograph of the license plate of the Ford Ranger pickup referred to in Fred Williams statement. He indicated that while repairing the engine on this truck the plastic tubing on the fuel line injector ruptured spraying gas on him. He replaced the plastic tubing and the fuel line problem was fixed.

PHOTOGRAPH #32: This is a photograph of the hood of the pickup that had the fuel line problem.

PHOTOGRAPH #33: This is a photograph of the rubber fuel line and the fuel line injectors with the plastic tubing. This area is close to the manifold of the engine.

PHOTOGRAPH #34: This is a photograph of the plastic tubing of the fuel line injectors on the Ford Ranger pickup. The photographer is attempting to show the way the fuel lines and injectors were connected in the 1995 Eldorado Motor Home. This photograph is for comparison only.



P.O. Box 2730  
Grand Rapids MI 49501-2730

1-800-827-3907

November 10, 1994

FORD MOTOR COMPANY  
Customer Relations  
P.O. Box 43360  
Detroit MI 48243

Claim No.: [REDACTED]  
Date of Loss: 11/01/94  
Type of Loss: [REDACTED]  
Insured Name: [REDACTED]

*per 11-30-94*

Dear Customer Relations:

We are presently investigating a claim presented by our policyholder. The preliminary investigation indicates that you may be responsible for our insureds' damages.

Please be advised that we will have a valid interest in any settlement you reach with our insured. If a settlement has already been made, please notify our office.

The vehicle in question is available for your inspection. We have made every effort to preserve the salvage intact. Please contact our office to make arrangements for your inspection.

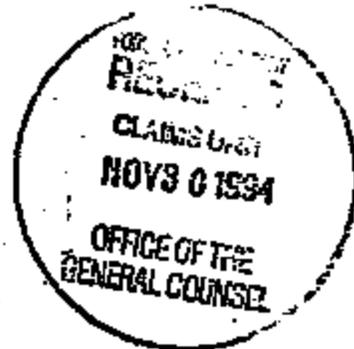
So that we may avoid unnecessary storage fees, we ask that you expedite your inspection.

Please contact me at your convenience to discuss this matter further, and to obtain the current location of the salvage.

Thank you for your cooperation.

Sincerely,

Nick Friberg  
Claims Department



1117 0439 1573