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S.C. Supreme Court

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Kristi L. Harrington, Circuit Court Judge

Case No. 2006-CP-10-4773
Court of Appeals Opinion No.: 4862

Five Star, Inc.,Petitioner,

vs.

Ford Motor Co.,Respondent.

APPENDIX
Volume 3

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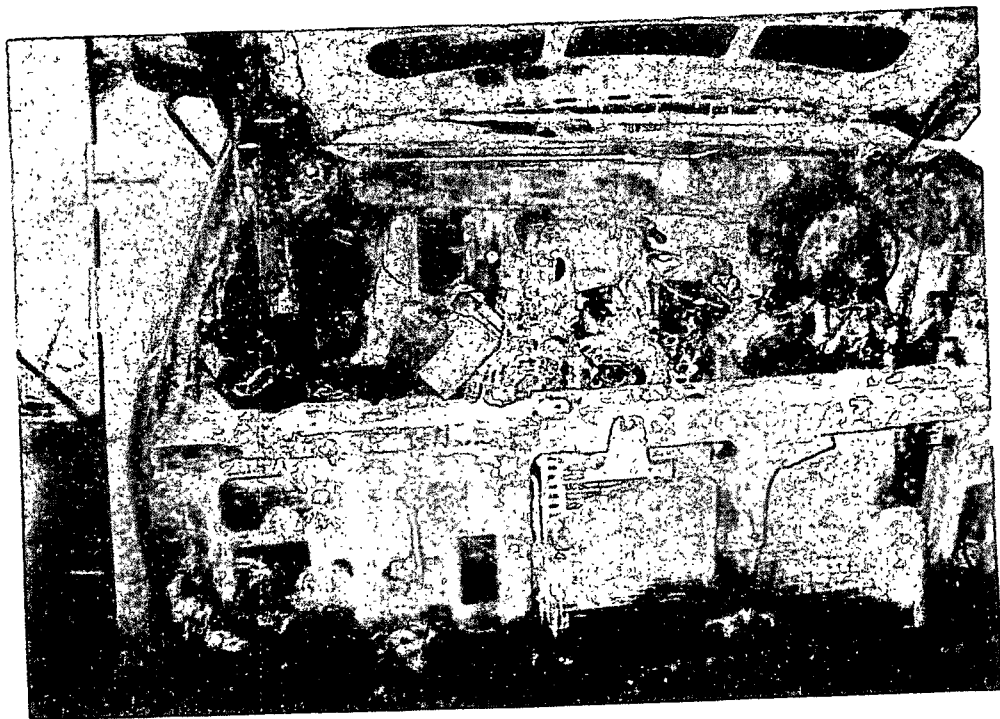
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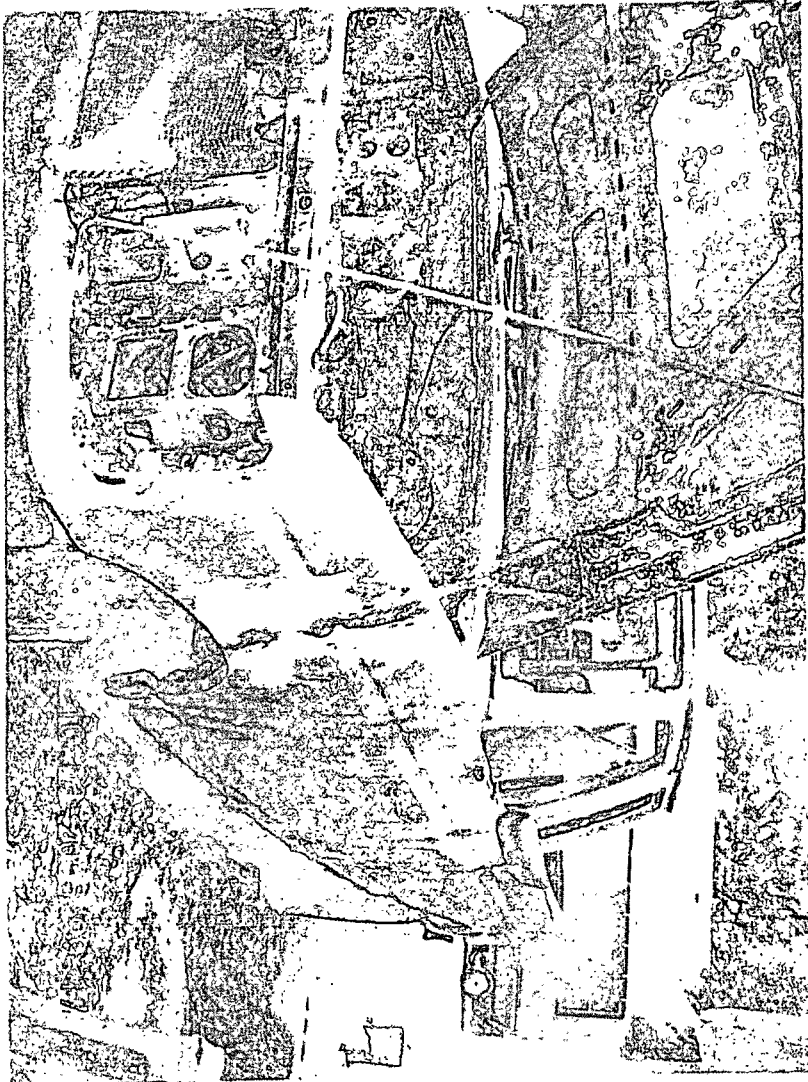
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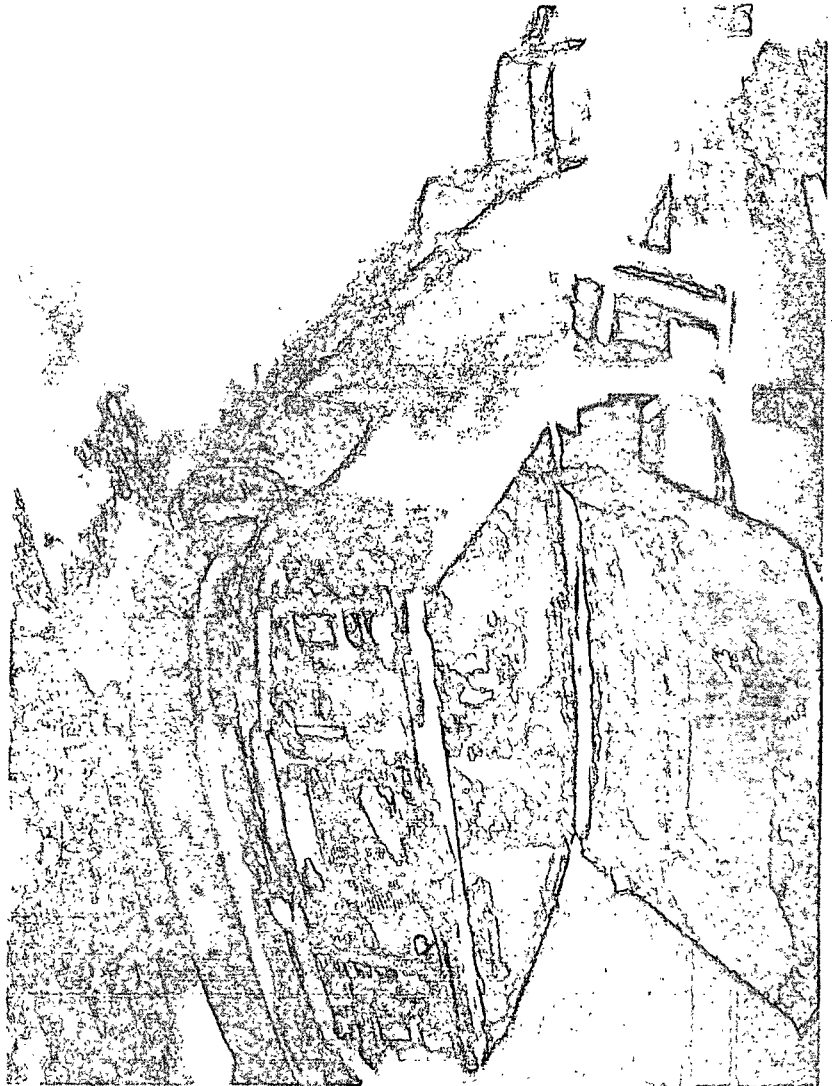
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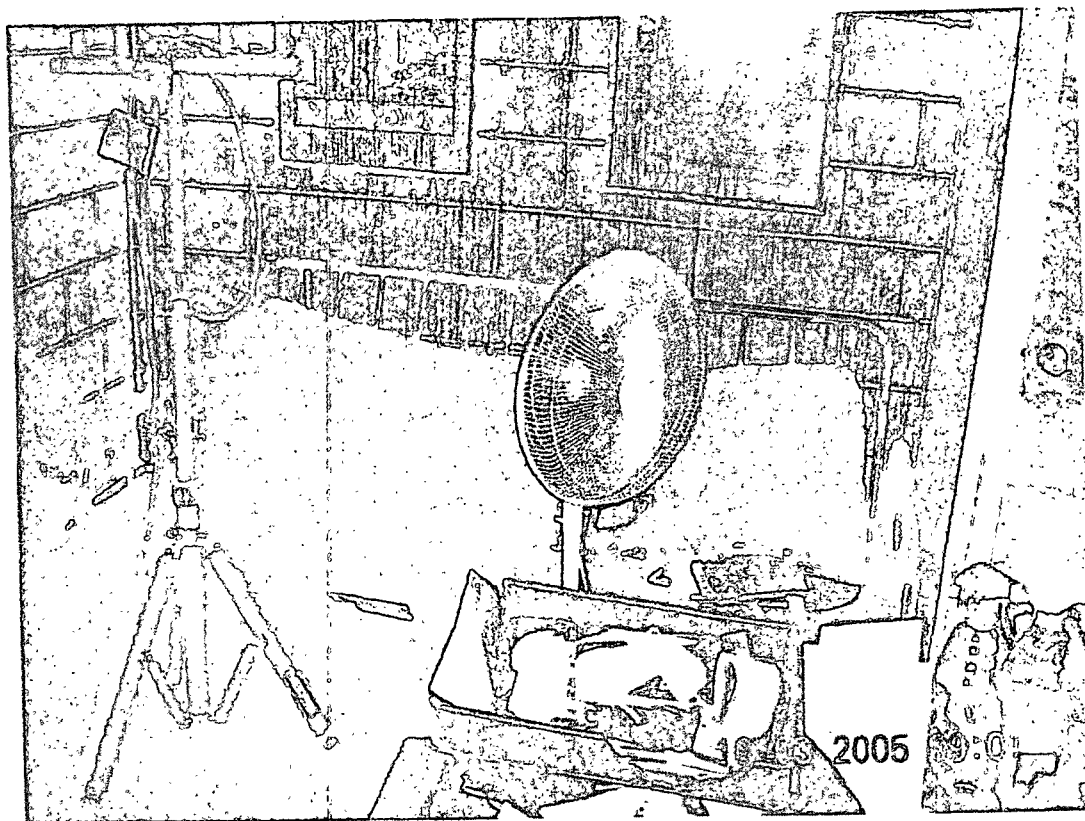
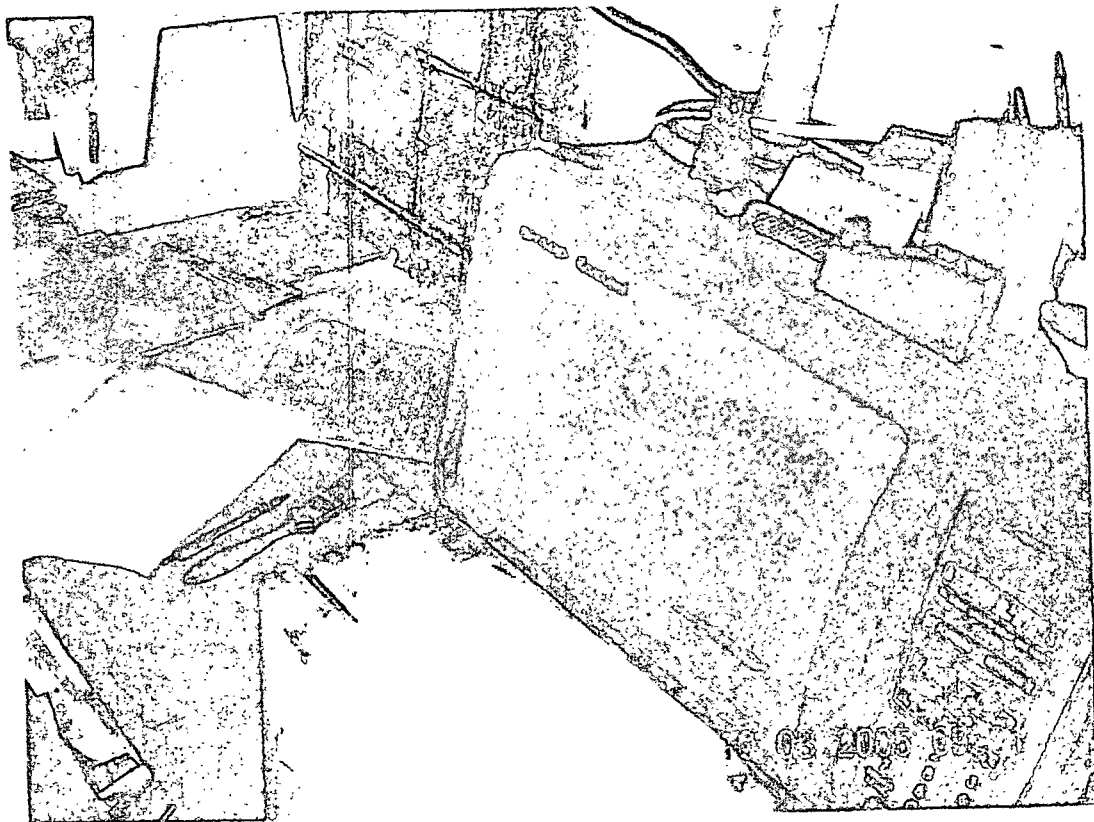
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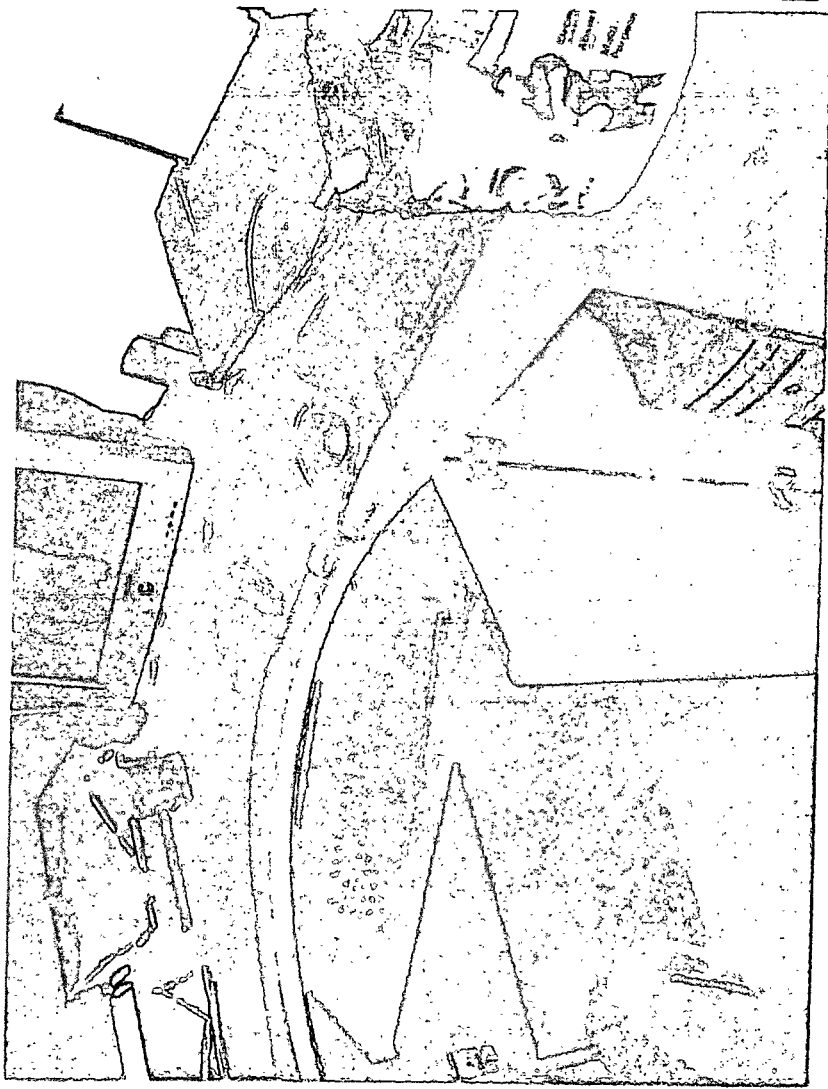
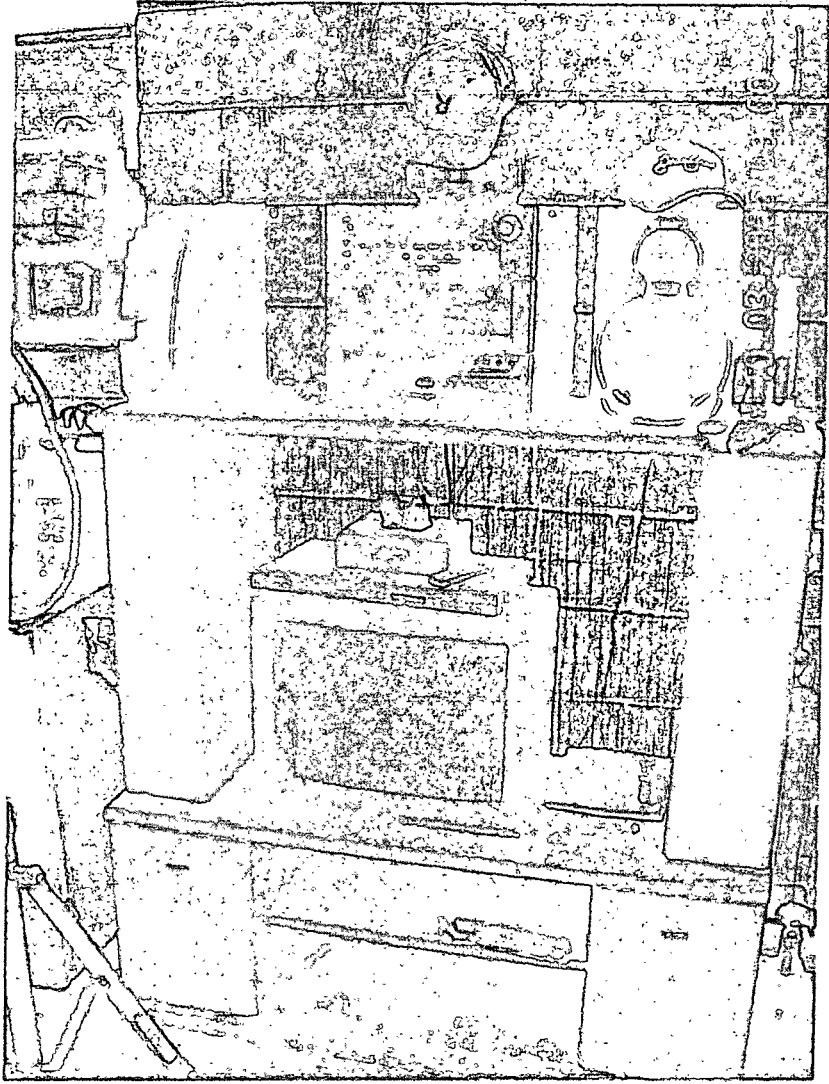
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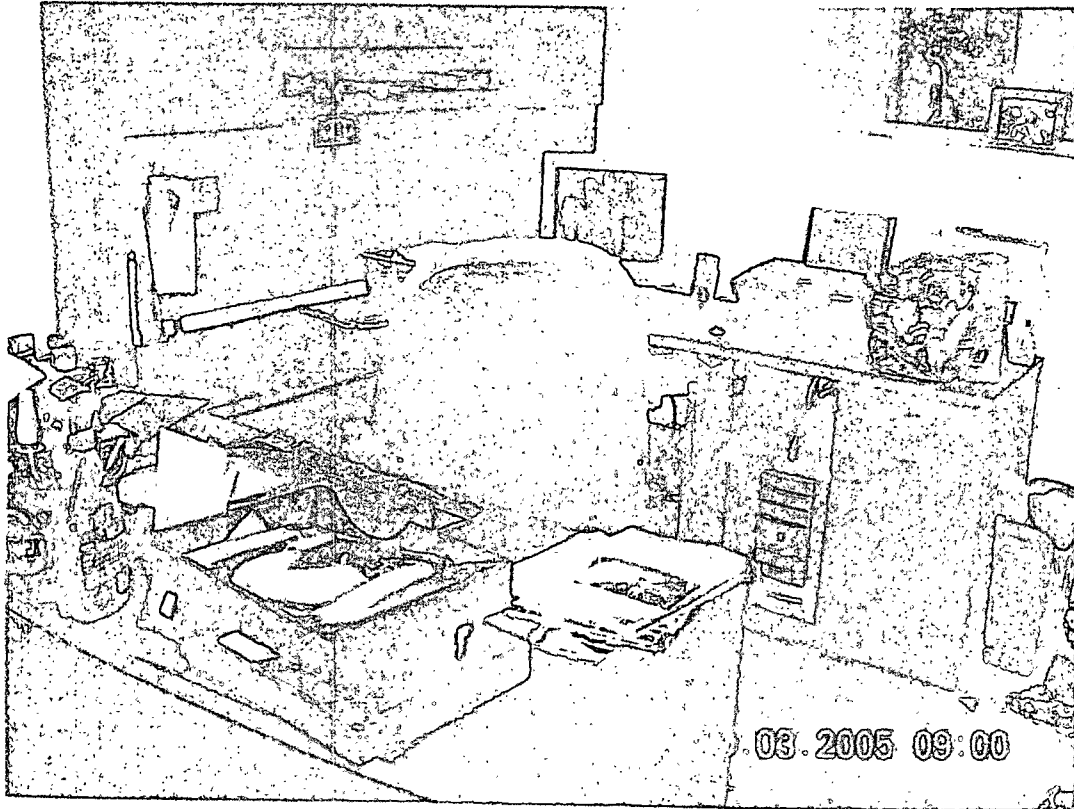
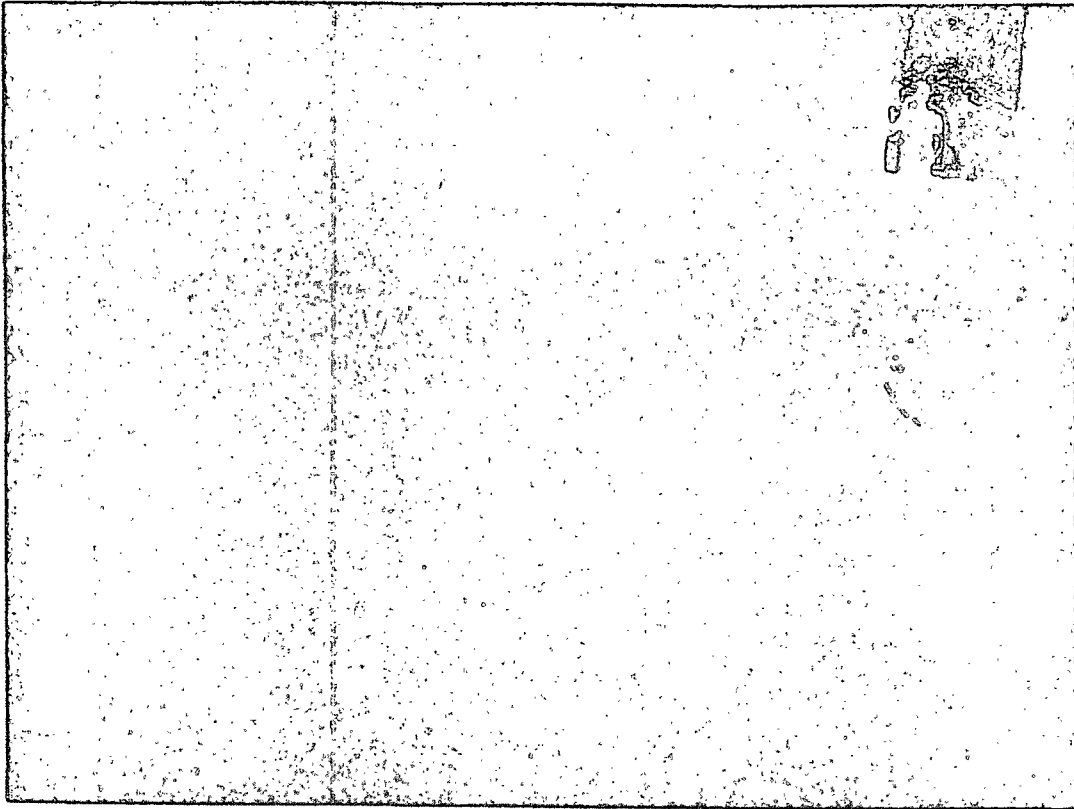
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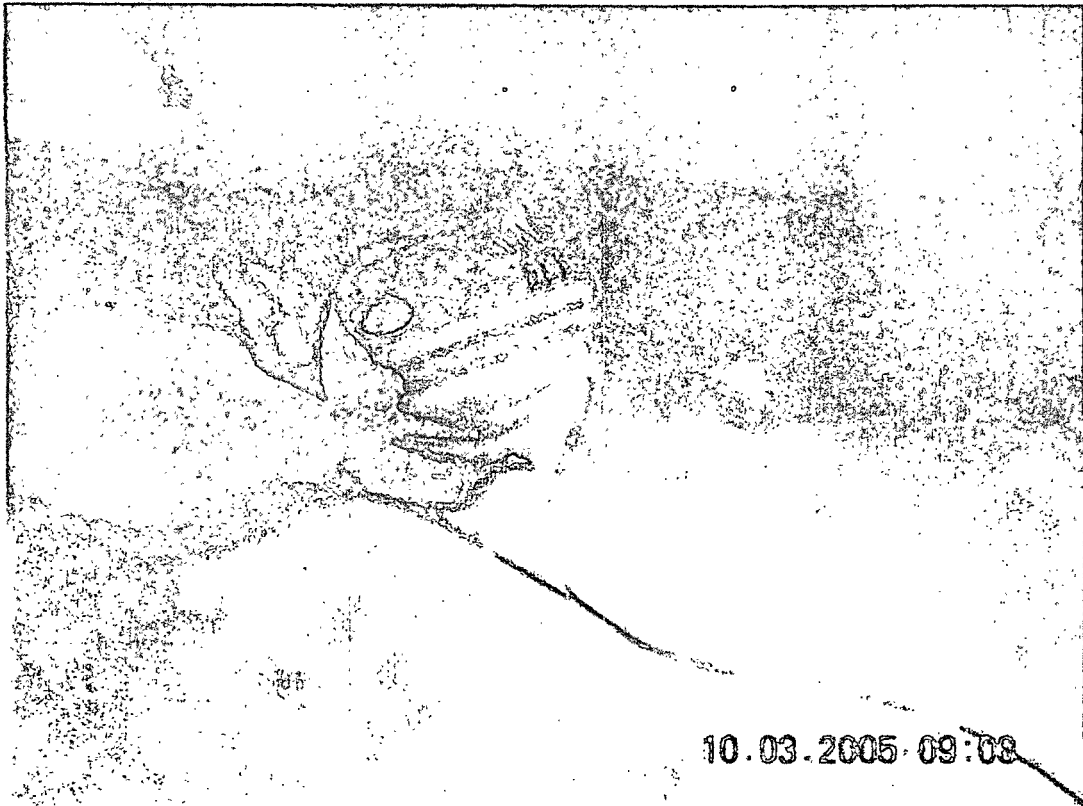
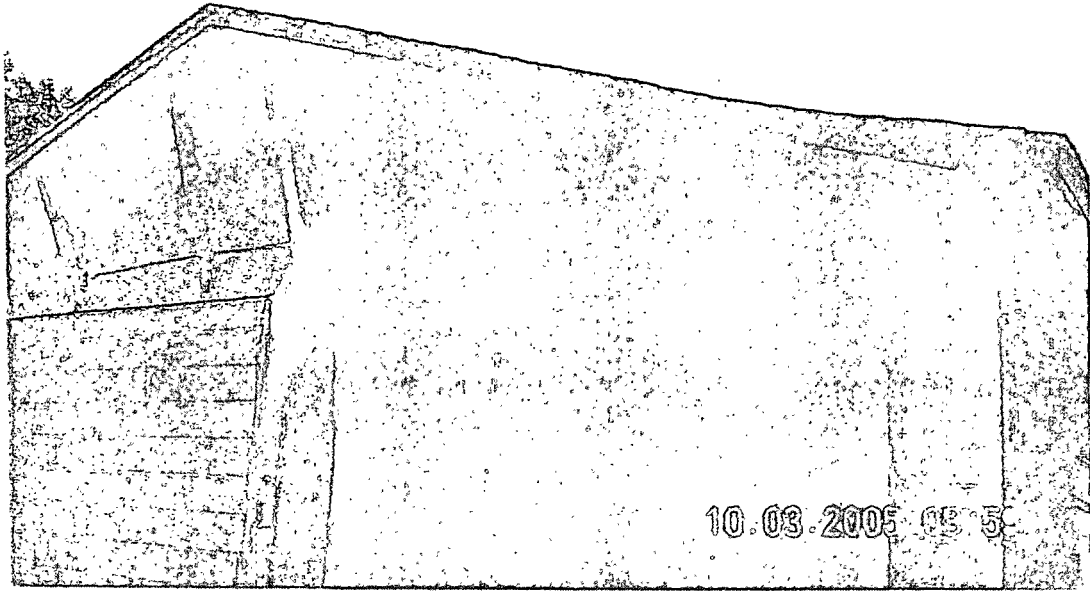
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OFFICE OF DEFECTS INVESTIGATION (ODI)

Recalls - Search Results

5 Record(s) Displayed.

<p>Report Date : September 1, 2008 at 12:53 PM Search Type : VEHICLE Make : FORD Model : F250</p>
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Make : FORD **Model :** F250 **Year :** 1996
Manufacturer : FORD MOTOR COMPANY **Mfr's Report Date :** SEP 07, 2005
NHTSA CAMPAIGN ID Number : 05V388000 **NHTSA Action Number:** EA05005
Component: VEHICLE SPEED CONTROL
Potential Number Of Units Affected : 4500000

Summary:

ON CERTAIN PICKUP TRUCKS AND SPORT UTILITY VEHICLES EQUIPPED WITH SPEED CONTROL, THE SPEED CONTROL DEACTIVATION SWITCH MAY OVERHEAT, SMOKE, OR BURN.

Consequence:

A FIRE AT THE SWITCH COULD OCCUR.

Remedy:

BY LETTER DATED SEPTEMBER 12, 2005, OWNERS WERE INSTRUCTED TO RETURN THEIR VEHICLES TO THEIR DEALERS TO HAVE THE SPEED CONTROL DEACTIVATION SWITCH DISCONNECTED. OWNERS WHO HAVE HAD THEIR SPEED CONTROL DEACTIVATED ARE BEING NOTIFIED THAT PARTS WILL BE AVAILABLE AND ADVISED TO MAKE AN APPOINTMENT TO RECONNECT THE SPEED CONTROL BEGINNING IN FEBRUARY 2006. OWNERS WHO DID NOT HAVE THEIR SPEED CONTROL DEACTIVATED ARE BEING NOTIFIED TO HAVE THEIR SYSTEM REMEDIED BEGINNING IN FEBRUARY 2006. OWNERS ARE URGED TO AVAIL THEMSELVES OF THE FREE DISCONNECT SERVICE AS SOON AS POSSIBLE BECAUSE OF THE SIGNIFICANT RISK OF FIRE. OWNERS MAY CONTACT FORD AT 1-800-392-3673. (NOTE: ALSO SEE RECALLS 05V017 AND 06V286)

Notes:

FORD RECALL NO. 05S28. CUSTOMERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://www.safercar.gov).

Make : FORD **Model :** F250 **Year :** 1996
Manufacturer : CK MOTORSPORT, INC. **Mfr's Report Date :** MAY 22, 2006
NHTSA CAMPAIGN ID Number : 06E049000 **NHTSA Action Number:** N/A
Component: EXTERIOR LIGHTING
Potential Number Of Units Affected : 27176

Summary:

CERTAIN CK MOTORSPORTS COMBINATION HEADLIGHTS, CLEAR CORNER, BUMPER, AND SIDE MARKER LIGHTS SOLD AS REPLACEMENT LAMPS FOR USE ON THE PASSENGER VEHICLES LISTED ABOVE. SOME COMBINATION LAMPS THAT ARE NOT EQUIPPED WITH AMBER SIDE REFLECTORS FAIL TO CONFORM TO FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 108, LAMPS, REFLECTIVE DEVICES, AND ASSOCIATED EQUIPMENT.

Consequence:

869

<http://www-odi.nhtsa.dot.gov/cars/problems/recalls/recallresults.cfm?start=1&SearchType=...> 9/1/2008

FASTENERS (BOLTS).**Notes:**

OWNER NOTIFICATION: OWNER NOTIFICATION IS EXPECTED TO BEGIN AUGUST 26, 1996. NOTE: OWNERS WHO TAKE THEIR VEHICLES TO AN AUTHORIZED DEALER ON AN AGREED UPON SERVICE DATE AND DO NOT RECEIVE THE FREE REMEDY WITHIN A REASONABLE TIME SHOULD CONTACT FORD AT 1-800-392-3673. ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-800-424-9393.

Make : FORD**Model :** F250**Year :** 1996**Manufacturer :** FORD MOTOR COMPANY**Mfr's Report Date :** AUG 22, 1996**NHTSA CAMPAIGN ID Number :** 96V161000**NHTSA Action Number:** N/A**Component:** EQUIPMENT:OTHER:LABELS**Potential Number Of Units Affected :** 134770**Summary:**

THE CERTIFICATION LABELS ON THE INVOLVED VEHICLES HAS INCORRECT REAR TIRE INFLATION PRESSURE DESIGNATIONS. THIS DOES NOT COMPLY WITH FMVSS NO. 120, "TIRE SELECTION AND RIMS FOR MOTOR VEHICLES OTHER THAN PASSENGER CARS."

Consequence:

INCORRECT INFLATION PRESSURES COULD CAUSE PREMATURE WEAR OF THE REAR TIRES.

Remedy:

OWNERS WILL BE PROVIDED WITH CORRECT CERTIFICATION LABELS AND INSTRUCTIONS FOR INSTALLING THESE LABELS. DEALERS CAN INSTALL THIS LABEL IF THE OWNER SO DESIRES.

Notes:

OWNER NOTIFICATION: OWNER NOTIFICATION IS EXPECTED TO BEGIN OCTOBER 18, 1996. NOTE: OWNERS WHO DO NOT RECEIVE THE CORRECT LABEL WITHIN A REASONABLE TIME FREE OF CHARGE SHOULD CONTACT FORD AT 1-800-392-3673. ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-800-424-9393.

RENTAL AGREEMENT

Carolina Equipment & Supply Co., Inc., hereinafter referred to as "Lessor", leases to the Lessee the vehicles, machines or equipment described on the reverse side hereof and hereinafter referred to as the "Equipment", subject to the terms and conditions as follows:

1. This Agreement is one of rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in and to the Equipment except as a Lessee only. THE RENTAL OF THE EQUIPMENT HEREUNDER SHALL NOT BE CONSTRUED AS AN OFFER TO SELL THE EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT RENTALS PAID WILL NOT APPLY TOWARD any subsequent purchase of the Equipment unless an agreement in writing is made prior to delivery of the Equipment.

2. Rental upon the Equipment shall be paid in advance unless otherwise agreed in writing; provided that on rentals of equipment for periods in excess of one month, invoice will be rendered monthly.

3. Rental rates for the day are based upon one shift of 8 hours per day; for the week upon 40 hours per week; for one month upon 176 hours per month of a 30 consecutive day period. In the event that the Equipment is used longer than the above specified time for any period, rental for overtime shall be charged as follows:

Daily basis: 1/8th of the daily rate for each hour used in excess of 8 hours in any one day.

Weekly basis: 1/40th of the weekly rate for each hour used in excess of 40 hours in any one weekly period.

Monthly basis: 1/17th of the monthly rate for each hour used in excess of 176 hours in any monthly period of 30 consecutive days.

All rental rates are F.O.B. the Lessor's warehouse or shipping point. Lessee shall pay any transportation costs in returning the Equipment to the Lessor.

4. On local rentals the rental period shall begin at the time when the Equipment leaves the Lessor's warehouse and shall end when the Equipment is returned to the Lessor's warehouse or receiving point. On out-of-town rentals, the rental period shall begin on and include the date of the bill of lading of shipment to the Lessee and shall end on and include the date of return to the Lessor's warehouse or receiving point.

5. Lessee acknowledges that he has examined the Equipment and that it is in good condition and repair. Lessee agrees to use reasonable care in the operation of the Equipment. Upon termination of the rental, Lessee shall return the Equipment to the place of business of the Lessor in as good condition as received by the Lessee, ordinary wear and tear excepted. Lessee shall pay for any damage to the Equipment and for any missing parts or accessories at the rates and prices customarily charged by the Lessor for repair or replacement of parts. Lessee shall also pay for the cost of cleaning the Equipment if necessary to return it to the same condition as when received by the Lessee.

6. In the event of the loss or destruction of the Equipment or any of its accessories for any reason or the failure to return the same for any reason, the lessee shall promptly pay the Lessor the fair market value thereof, in addition to any rental charges due.

7. After delivery of the Equipment to the Lessee and until redelivery thereof to the Lessor, all risk of loss, injury or destruction to the Equipment or caused by the Equipment shall be the responsibility of the Lessee. Lessee agrees to indemnify and hold the Lessor harmless from and against all losses, damages, injuries, claims, expenses, including attorney's fees, and liability of whatsoever nature, resulting from or arising out of the use or operation of the Equipment during the entire period of rental hereunder. Such indemnity shall continue in full force and effect notwithstanding the termination of this Agreement.

8. Lessee agrees to maintain, at its own expense, for the protective of the Lessor, adequate liability, physical damage, and casualty insurance, including all risks covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire period of rental hereunder.

9. Lessee agrees to furnish, at its own expense, a qualified operator and all fuel and lubricants necessary for the satisfactory operation of the Equipment unless an agreement in writing is made prior to delivery of the Equipment.

10. Lessee will not permit the Equipment to be used in violation of any federal, state and municipal statute, law or ordinance, rule or regulation applicable to the operation of such equipment and will indemnify and hold the Lessor harmless from any and/or all fines or penalties for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

11. This agreement shall terminate, in the option of the Lessor in the event that the Lessee shall default in the performance of any provision hereunder or in the event Lessee is declared insolvent or bankrupt, or a receiver is appointed, or in the event any petition for bankruptcy is filed by or against Lessee, or in the event any proceedings is demanded by, for or against the Lessee under any provisions of the Federal Bankruptcy Act or any amendment thereof. The Lessor shall have the right to terminate this Agreement at any time and to take possession of the Equipment wherever found, with or without process of law, and for such purpose may enter upon any premise of Lessee and remove the Equipment without liability to Lessee.

12. In the event that suit is instituted by the Lessor to recover possession for the Equipment or to enforce any of the terms, conditions or provisions hereof or to collect any sum or sums of money, damages or costs from the Lessee under this agreement or any sums of money for the use of or rental of said Equipment, the Lessee agrees to pay all cost and reasonable attorney's fees incurred by the Lessor in such suit or suits.

13. The Lessor shall not be liable to the Lessee for any loss or liability of any kind resulting from failure to deliver the Equipment at a specified time, or resulting from defects in, or in efficiency or breakdown of the Equipment.

14. This Agreement contains the entire understanding and agreement with respect to the rental for the Equipment and no representations, promises or agreements, oral or otherwise, not contained herein, shall be of any force and effect. Any subsequent amendment to this Agreement shall be in writing. Lessor's waiver or failure to insist on strict performance of any provision hereunder shall not be construed as a waiver of any other provision or of the right to require subsequent performance of all provisions by the Lessee.

SIGNED _____

RENTAL AGREEMENT

Carolina Equipment & Supply Co., Inc., hereinafter referred to as "Lessor", leases to the Lessee the vehicles, machines or equipment described on the reverse side hereof and hereinafter referred to as the "Equipment"; subject to the terms and conditions as follows:

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2. Rental upon the Equipment shall be paid in advance unless otherwise agreed in writing, provided that on rentals of equipment for periods in excess of one month, invoice will be rendered monthly.

3. Rental rates for the day are based upon one shift of 8 hours per day; for the week upon 40 hours per week; for one month upon 176 hours per month of a 30 consecutive day period. In the event that the Equipment is used longer than the above specified time for any period, rental for overtime shall be charged as follows:

Daily basis: 1/8th of the daily rate for each hour used in excess of 8 hours in any one day.

Weekly basis: 1/40th of the weekly rate for each hour used in excess of 40 hours in any one weekly period.

Monthly basis: 1/17th of the monthly rate for each hour used in excess of 176 hours in any monthly period of 30 consecutive days.

All rental rates are F.O.B. the Lessor's warehouse or shipping point. Lessee shall pay any transportation costs in returning the Equipment to the Lessor.

4. On local rentals the rental period shall begin at the time when the Equipment leaves the Lessor's warehouse and shall end when the Equipment is returned to the Lessor's warehouse or receiving point. On out-of-town rentals, the rental period shall begin on and include the date of the bill of lading of shipment to the Lessee and shall end on and include the date of return to the Lessor's warehouse or receiving point.

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6. In the event of the loss or destruction of the Equipment or any of its accessories for any reason or the failure to return the same for any reason, the lessee shall promptly pay the Lessor the fair market value thereof, in addition to any rental charges due.

7. After delivery of the Equipment to the Lessee and until redelivery thereof to the Lessor, all risk of loss, injury or destruction to the Equipment or caused by the Equipment shall be the responsibility of the Lessee. Lessee agrees to indemnify and hold the Lessor harmless from and against all losses, damages, injuries, claims, expenses, including attorney's fees, and liability of whatsoever nature resulting from or arising out of the use or operation of the Equipment during the entire period of rental hereunder. Such indemnity shall continue in full force and effect notwithstanding the termination of this Agreement.

8. Lessee agrees to maintain, at its own expense, for the protective of the Lessor, adequate liability, physical damage, and casualty insurance, including all risks covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire period of rental hereunder.

9. Lessee agrees to furnish, at its own expense, a qualified operator and all fuel and lubricants necessary for the satisfactory operation of the Equipment unless an agreement in writing is made prior to delivery of the Equipment.

10. Lessee will not permit the Equipment to be used in violation of any federal, state and municipal statute, law or ordinance, rule or regulation applicable to the operation of such equipment and will indemnify and hold the Lessor harmless from any and/or all fines or penalties for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

11. This agreement shall terminate, in the option of the Lessor in the event that the Lessee shall default in the performance of any provision hereunder or in the event Lessee is declared insolvent or bankrupt, or a receiver is appointed, or in the event any petition for bankruptcy is filed by or against Lessee, or in the event any proceedings is demanded by, for or against the Lessee under any provisions of the Federal Bankruptcy Act or any amendment thereof. The Lessor shall have the right to terminate this Agreement at any time and to take possession of the Equipment wherever found, with or without process of law, and for such purpose may enter upon any premise of Lessee and remove the Equipment without liability to Lessee.

12. In the event that suit is instituted by the Lessor to recover possession for the Equipment or to enforce any of the terms, conditions or provisions hereof or to collect any sum or sums of money, damages or costs from the Lessee under this agreement or any sums of money for the use of or rental of said Equipment, the Lessee agrees to pay all cost and reasonable attorney's fees incurred by the Lessor in such suit or suits.

13. The Lessor shall not be liable to the Lessee for any loss or liability of any kind resulting from failure to deliver the Equipment at a specified time, or resulting from defects in, or in efficiency or breakdown of the Equipment.

14. This Agreement contains the entire understanding and agreement with respect to the rental for the Equipment and no representations, promises or agreements, oral or otherwise, not contained herein shall be of any force and effect. Any subsequent amendment to this Agreement shall be in writing. Lessor's waiver or failure to insist on strict performance of any provision hereunder shall not be construed as a waiver of any other provision or of the right to require subsequent performance of all provisions by the Lessee.

SIGNED _____



CAROLINA EQUIPMENT & SUPPLY CO., INC.

(843) 760-3000 • Outside SC (888) 772-3726 • Fax (843) 760-3500
7251 Cross County Road • N. Charleston, SC 29418
P.O. Box 40907 • N. Charleston, SC 29423-0907

RENTAL COPY

Por

R 7772

DELIVER TO:

Empty table for delivery details with columns for DATE OUT and DATE IN.

INVOICE TO

Customer information fields: NAME (S Stav Inc.), ADDRESS, PHONE, P.O. NO., DOC NO.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE RENTAL AGREEMENT STIPULATIONS PRINTED ON THE REVERSE SIDE OF THIS FORM AND AGREE TO ADHERE TO THESE PROVISIONS.

Frank Lineman

TITLE

48471
1 day 10-17
1 day 10-19 noon

Main table with columns: QTY, DESCRIPTION, UNIT NO., HOUR METER (OUT, IN), RATES (DAY, WEEK, MONTH), EXTENDED AMOUNT. Includes a large 'Paid' stamp and a summary table at the bottom.

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2. Rental upon the Equipment shall be paid in advance unless otherwise agreed in writing; provided that on rentals of equipment for periods in excess of one month, invoice will be rendered monthly.

3. Rental rates for the day are based upon one shift of 8 hours per day; for the week upon 40 hours per week; for one month upon 176 hours per month of a 30 consecutive day period. In the event that the Equipment is used longer than the above specified time for any period, rental for overtime shall be charged as follows:
Daily basis: 1/8th of the daily rate for each hour used in excess of 8 hours in any one day.
Weekly basis: 1/40th of the weekly rate for each hour used in excess of 40 hours in any one weekly period.
Monthly basis: 1/176th of the monthly rate for each hour used in excess of 176 hours in any monthly period of 30 consecutive days.

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CAROLINA EQUIPMENT
& SUPPLY CO., INC.

(843) 760-3000 • Outside SC (888) 772-3726 • Fax (843) 760-3500
7251 Cross County Road • N. Charleston, SC 29418
P.O. Box 40907 • N. Charleston, SC 29423-0907

RENTAL COPY

DELIVER TO:

49020

R 6529

DATE OUT: 11-3-05 DATE IN:

AM

INVOICE TO

NAME: S Star Inc.
ADDRESS:
PHONE:

PO. NO.:
DOC NO.:

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE RENTAL AGREEMENT STIPULATIONS PRINTED ON THE REVERSE SIDE OF THIS FORM AND AGREE TO ADHERE TO THESE PROVISIONS.

[Signature]

TITLE _____

884

1027

QTY.	DESCRIPTION	UNIT NO.	HOUR METER			RATES			EXTENDED AMOUNT
			OUT	IN	DAY	WEEK	MONTH		
1	4000 PSI Pres. Wash.				50.00			50.00	
<div style="border: 1px solid black; border-radius: 50%; padding: 20px; display: inline-block;"> Paid OK # 5000 </div>									
MATERIAL		QTY.	PART NUMBER	PRICE	EXTENDED	RENTALS	TOTAL		
							MATERIAL	TOTAL	
							SALES TAX	TOTAL	3.00
							DAMAGE WAIVER		
							TOTAL		53.00

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10. Lessee will not permit the Equipment to be used in violation of any federal, state and municipal statute, law or ordinance, rule or regulation applicable to the operation of such equipment and will indemnify and hold the Lessor harmless from any and/or all fines or penalties for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

11. This agreement shall terminate, in the option of the Lessor in the event that the Lessee shall default in the performance of any provision hereunder or in the event Lessee is declared insolvent or bankrupt, or a receiver is appointed, or in the event any petition for bankruptcy is filed by or against Lessee, or in the event any proceedings is demanded by, for or against the Lessee under any provisions of the Federal Bankruptcy Act or any amendment thereof. The Lessor shall have the right to terminate this Agreement at any time and to take possession of the Equipment wherever found, with or without process of law, and for such purpose may enter upon any premise of Lessee and remove the Equipment without liability to Lessee.

12. In the event that suit is instituted by the Lessor to recover possession for the Equipment or to enforce any of the terms, conditions or provisions hereof or to collect any sum or sums of money, damages or costs from the Lessee under this agreement or any sums of money for the use of or rental of said Equipment, the Lessee agrees to pay all cost and reasonable attorney's fees incurred by the Lessor in such suit or suits.

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14. This Agreement contains the entire understanding and agreement with respect to the rental for the Equipment and no representations, promises or agreements, oral or otherwise, not contained herein shall be of any force and effect. Any subsequent amendment to this Agreement shall be in writing. Lessor's waiver or failure to insist on strict performance of any provision hereunder shall not be construed as a waiver of any other provision or of the right to require subsequent performance of all provisions by the Lessee.

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RENTAL AGREEMENT

Carolina Equipment & Supply Co., Inc., hereinafter referred to as "Lessor", leases to the Lessee the vehicles, machines or equipment described on the reverse side hereof and hereinafter referred to as the "Equipment", subject to the terms and conditions as follows:

1. This Agreement is one of rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in and to the Equipment except as a Lessee only. THE RENTAL OF THE EQUIPMENT HEREUNDER SHALL NOT BE CONSTRUED AS AN OFFER TO SELL THE EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT RENTALS PAID WILL NOT APPLY TOWARD any subsequent purchase of the Equipment unless an agreement in writing is made prior to delivery of the Equipment.

2. Rental upon the Equipment shall be paid in advance unless otherwise agreed in writing, provided that on rentals of equipment for periods in excess of one month, invoice will be rendered monthly.

3. Rental rates for the day are based upon one shift of 8 hours per day; for the week upon 40 hours per week; for one month upon 176 hours per month of a 30 consecutive day period. In the event that the Equipment is used longer than the above specified time for any period, rental for overtime shall be charged as follows:

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All rental rates are F.O.B. the Lessor's warehouse or shipping point. Lessee shall pay any transportation costs in returning the Equipment to the Lessor.

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SIGNED _____

0211



CAROLINA EQUIPMENT & SUPPLY CO., INC.

(843) 760-3000 • Outside SC. (888) 772-3726 • Fax (843) 760-3500
 7251 Cross County Road • N. Charleston, SC 29418
 P.O. Box 40907 • N. Charleston, SC 29423-0907

RENTAL COPY

574-5061

R 6588

DELIVER TO:

DATE OUT: 1-5-06 DATE IN: 1-12-06

INVOICE TO

NAME: S. Star
ADDRESS:
PHONE:

P.O. NO.:
DOC NO.:

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE RENTAL AGREEMENT STIPULATIONS PRINTED ON THE REVERSE SIDE OF THIS FORM AND AGREE TO ADHERE TO THESE PROVISIONS.

[Signature]

TITLE _____

QTY.	DESCRIPTION	UNIT NO.	HOUR METER		RATES			EXTENDED AMOUNT
			OUT	IN	DAY	WEEK	MONTH	
1	4000 PSI Pres. Wash				50.00	150.00		150.00
MATERIAL		QTY.	PART NUMBER	PRICE	EXTENDED	RENTALS	TOTAL	150.00
						MATERIAL	TOTAL	
						SALES TAX	TOTAL	9.00
						DAMAGE WAIVER		
						TOTAL		159.00

894

1037

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1. This Agreement is one of rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in and to the Equipment except as a Lessee only. THE RENTAL OF THE EQUIPMENT HEREUNDER SHALL NOT BE CONSTRUED AS AN OFFER TO SELL THE EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT RENTALS PAID WILL NOT APPLY TOWARD any subsequent purchase of the Equipment unless an agreement in writing is made prior to delivery of the Equipment.

2. Rental upon the Equipment shall be paid in advance unless otherwise agreed in writing, provided that on rentals of equipment for periods in excess of one month, invoice will be rendered monthly.

3. Rental rates for the day are based upon one shift of 8 hours per day; for the week upon 40 hours per week; for one month upon 176 hours per month of a 30 consecutive day period. In the event that the Equipment is used longer than the above specified time for any period, rental for overtime shall be charged as follows:

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All rental rates are F.O.B. the Lessor's warehouse or shipping point. Lessee shall pay any transportation costs in returning the Equipment to the Lessor.

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5. Lessee acknowledges that he has examined the Equipment and that it is in good condition and repair. Lessee agrees to use reasonable care in the operation of the Equipment. Upon termination of the rental, Lessee shall return the Equipment to the place of business of the Lessor in as good condition as received by the Lessee, ordinary wear and tear excepted. Lessee shall pay for any damage to the Equipment and for any missing parts or accessories at the rates and prices customarily charged by the Lessor for repair or replacement of parts. Lessee shall also pay for the cost of cleaning the Equipment if necessary to return it to the same condition as when received by the Lessee.

6. In the event of the loss or destruction of the Equipment or any of its accessories for any reason or the failure to return the same for any reason, the lessee shall promptly pay the Lessor the fair market value thereof, in addition to any rental charges due.

7. After delivery of the Equipment to the Lessee and until redelivery thereof to the Lessor, all risk of loss, injury or destruction to the Equipment or caused by the Equipment shall be the responsibility of the Lessee. Lessee agrees to indemnify and hold the Lessor harmless from and against all losses, the damages, injuries, claims, expenses, including attorney's fees, and liability of whatsoever nature resulting from or arising out of the use or operation of the Equipment during the entire period of rental hereunder. Such indemnity shall continue in full force and effect notwithstanding the termination of this Agreement.

8. Lessee agrees to maintain, at its own expense, for the protective of the Lessor, adequate liability, physical damage, and casualty insurance, including all risks covered by the standard extended coverage endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire period of rental hereunder.

9. Lessee agrees to furnish, at its own expense, a qualified operator and all fuel and lubricants necessary for the satisfactory operation of the Equipment unless an agreement in writing is made prior to delivery of the Equipment.

10. Lessee will not permit the Equipment to be used in violation of any federal, state and municipal statute, law or ordinance, rule or regulation applicable to the operation of such equipment and will indemnify and hold the Lessor harmless from any and/or all fines or penalties for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

11. This agreement shall terminate, in the option of the Lessor in the event that the Lessee shall default in the performance of any provision hereunder or in the event Lessee is declared insolvent or bankrupt, or a receiver is appointed, or in the event any petition for bankruptcy is filed by or against Lessee, or in the event any proceedings is demanded by, for or against the Lessee under any provisions of the Federal Bankruptcy Act or any amendment thereof. The Lessor shall have the right to terminate this Agreement at any time and to take possession of the Equipment wherever found, with or without process of law, and for such purpose may enter upon any premise of Lessee and remove the Equipment without liability to Lessee.

12. In the event that suit is instituted by the Lessor to recover possession for the Equipment or to enforce any of the terms, conditions or provisions hereof or to collect any sum or sums of money, damages or costs from the Lessee under this agreement or any sums of money for the use of or rental of said Equipment, the Lessee agrees to pay all cost and reasonable attorney's fees incurred by the Lessor in such suit or suits.

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SIGNED _____

0901

1044

RENTAL AGREEMENT

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11. This agreement shall terminate, in the option of the Lessor in the event that the Lessee shall default in the performance of any provision hereunder or in the event Lessee is declared insolvent or bankrupt, or a receiver is appointed, or in the event any petition for bankruptcy is filed by or against Lessee, or in the event any proceedings is demanded by, for or against the Lessee under any provisions of the Federal Bankruptcy Act or any amendment thereof. The Lessor shall have the right to terminate this Agreement at any time and to take possession of the Equipment wherever found, with or without process of law, and for such purpose may enter upon any premise of Lessee and remove the Equipment without liability to Lessee.

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SIGNED _____

0903

1046

RENTAL AGREEMENT

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SIGNED _____

0907

1050



721 CROSS COUNTRY RD.
 NO. CHARLESTON, SC 29418
 P.O. BOX 40907
 NO. CHARLESTON, SC 29423
 (843) 760-3000 (843) 760-3500

554-5566



====Invoice====

062644 1

02/23/06

EntBy: MH

Bill To:
 5 STAR, INC.
 CASH ACCOUNT
 PO BOX 62875
 N CHARLESTON, SC 29419

Ship To:
 5 STAR, INC.
 CASH ACCOUNT
 PO BOX 62875
 N CHARLESTON, SC 29419

Order #	IG	EDT	Cust#	Loc	Smn	Customer PG	Ship Via
0052838		22/	06	F1285	IN	009	Customer Pickup Col

Qty	Ord	UD	Qt	Ship/Rtn	Item	Unit Price	UM/Disco	Ext. Price
1			0000		1-0000 HG4040 PRESSURE WASHER 4 GPM AT 4000 PSI	1195.000000	EA	1,195.00

Handwritten: Paid
 CR# 5215

Authorized Signature _____

Comments:

0908

Terms: COD

Subtotal: 1,195.00

Miscellaneous: .00
 Freight: .00

ToTax: 77.68

Amount Paid: 1,272.68

PROPOSAL

PROPOSAL NO.
SHEET NO.
DATE

PROPOSAL SUBMITTED TO:

NAME	Stan Shelby
ADDRESS	2346 B N. Charleston
PHONE NO.	514-8661

WORK TO BE PERFORMED AT:

ADDRESS
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

① Pressure wash building, clean carpet in office
 shellack walls, ceiling, paint walls & ceiling
 ② Remove office furniture & lead
 painting & replace - paint painting
 Remove TV ceiling Trusses & replace w/ joist & shingles
 Clean windows

PRIME PAINT WALLS FROM SOOT \$600.00
 3 EXTRAS JOIST \$300

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Five thousand Dollars (\$ 5,100.00)

with payments to be made as follows:

\$10,000 paid \$600 balance 11,353
 13 10 358 Paid \$700 cash 10-5-65
 Paid \$1000 11-7-

Respectfully submitted

Per *[Signature]*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within ___ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature *[Signature]*

Signature *[Signature]*

Date

NC 3818-50
MADE IN USA

PROPOSAL

0909

PLAINTIFF'S EXHIBIT
 19
 9-3-08 B

Replace Lost or Damaged Equipment

- 1. SHARP FAX \$154
- 1. SHARP MICROWAVE \$110
- 1.5 DISC CD CHANGER \$135
- 1. KENMORE FRIDGE SMALL \$124
- 1. SHREDDER \$65
- 1. DVD VCR \$100
- 1 OFFICE SUPPLIES LIGHTS PENS ETC. \$350
- * 1. CHAIR \$175
- 1 FLOOR MAT \$25
- 1 FILE CABINET \$90
- 1 FUTON \$276
- 1 TV STAND \$278
- * 1 OFFICE DESK \$?
- 1 FODDER HUAC UNIT \$129
- 1 CALCULATOR \$45
- 3 PICTURES \$60
- 1 COMPUTER DEL WITH MONITOR AND PRINTER SCANNING \$1600
- 1 DESK SET \$45
- 1 20" TV \$105
- 1 FORMS BILLS ETC \$225
- 1 SMALL CHAIR \$85
- 1 FAN \$50
- 1 FIXTURE \$125
- 1 SUBCADET 36 IN. LAWN MOWER \$19900
- POWER WASHER 300 PSI \$1300
- POWER WASHER 3600 PSI \$890
- POWER WASHER 1500 PSI \$1275

0910



1	SHOP VAC	\$ 90
1	F-250	\$
	VARIOUS SUPPLIES, EQUIPMENT	\$ 2500.00
3	SPR TRIMMERS	\$ @ 1100.00
1	weight det-with BENCH	\$ 250
1	VARIOUS SUPPLIES EQUIPMENT	\$
	BACK PACK SPRAYER	\$ 125
	EXTENSION POLES BRUSHES	\$ 60
3	WRITING DRY ERASE BOARDS	\$ 110.00

1. Pressure Wash inside of Building. Replace carpet Repaint walls ceilings.

2. Remove Office Furniture and Clean Remove and Replace Paneling. Add Sheetrock and Paint

3. Remove 13 ceiling trusses and Replace. Add Plywood and Shingles. Clean Windows

\$600 Prime Paint walls from soot

Remove Building

\$10,000
+ 600
+ 300
+ 3000
13,900

Equipment Supplies
\$12,250

Not counting cost of \$150

Loss of office for 2 weeks

\$26,150

0912

Summary of Damages

5-star lawn and office equipment	\$14,041.00
Building repair	\$ 5,000.00
1996 Ford F-250 super cab	\$ 8,000.00
Rental replacement	\$ 3,121.70
Business interruption	<u>\$18,000.00</u> (1,200.00 x 15 days)

(241 working days divided into 2004 gross receipts)

(365 days - weekends - 10 holidays - 2 weeks vacation = 241 days)

Total **\$48,162.27**

0913



DEALER 22N 291 VIN: 1FTHX25H6TEA43869

DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
F259 452 SUPERCAR PICKUP/155	19175.00	1	19175.00
1996 MODEL YEAR			
1Z OXFORD WHITE CLEARCOAT			
6V ROYAL BLUE VINYL			
.XL TRIM			
99H 5.8L EFI V-8 ENGINE	NC		NC
44E ELECTRONIC 4-SPD AUTO TRANS	971.00	1	971.00
T35 .LT235/85RX16E BSW ALL-SEASON	NC		NC
X39 3.55 RATIO REGULAR AXLE	NC		NC
209 #1 P/L 4025/GVWR 8800 LBS	NC		NC
153 FRONT LICENSE PLATE BRACKET	NC		NC
512 SPARE TIRE AND WHEEL	267.00	1	267.00
52N SPD CONTROL/TILT STEERING WHL	383.00	1	383.00
545 BRT LOW-MOUNT SWINGAWAY MIRROR	46.00	1	46.00
572 AIR CONDITIONING -- CFC FREE	806.00	1	806.00
597 AM/FM ELECTRONIC STEREO/CLOCK	148.00	1	148.00
76C ARGENT REAR STEP BUMPER	100.00	1	100.00
NOT FOR AMBULANCE USE. USING THIS VEHICLE TO PRODUCE AN AMBULANCE VOIDS FORD WARRANTY.			
TOTAL VEHICLE & OPTIONS	21895.00		19079.00
DESTINATION & DELIVERY	615.00		615.00
SCHEDULE A (MEMO)	.00		
TOTAL FOR VEHICLE	22510.00		
14 U.S. GAL GAS FACTORY			20.00
PRICED DORA			50
BATCH-ID SK27104662 N RB 2X			
PRICE LEVEL 610340X25			
SHIPPING WEIGHT 4703 LBS.			
VIN: 1FTHX25H6TEA43869			

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER					
FDA/FRIDA ASSESSMENT	INVOICE TOTAL	LESS HOLD BACK FOR DEALER ACCOUNT	LESS APPROX FINANCING COST FOR DEALER ACCOUNT	MEMO PRICE LESS HOLD BACK & FIN COST	A PLAN
.00	19,715.50	655.00	255.00	18,805.50	18,817.50
655.00	80.00	2310.00	.50	575.00	16514.00

SOLD TO JONES FORD INC 21N291
P.O. BOX 62829
NORTH CHARLESTON SC 29419

TO 2 76 6 STATE SC RC47

SHIP TO (IF OTHER THAN ABOVE)

DATE INV PREPARED 10 27 96 ITEM NUMBER 5 21L236B TRM 6V TRMST 17

SHIP THROUGH

PLAINTIFF'S EXHIBIT
22
9-3-08 B

INVOICE & VIN IDENTIFICATION NO. 1FTHX25H6TEA43869 FINAL ASSEMBLY POINT KTF LT. TRK. FINAL EQUIPMENT AND/OR BARR 000001

TEA43869 1F X25 19951027 951027 SK271 N 610 21N291 2 19715.50 KUI

THIS INVOICE TO BE USED FOR THE BILLING OF VEHICLES ONLY DEALER'S COPY

0914

BELK, COBB, INFINGER AND GOLDSTEIN, P.A.

ATTORNEYS AT LAW
2344 COSGROVE AVENUE
CHARLESTON, SC 29405

Harry C. Belk (1919-2003)

Dale T. Cobb, Jr.
dtcobbblaw@hotmail.com

Peggy M. Infinger
pinfinger@cobblaw.net

Thomas R. Goldstein
tgoldstein@cobblaw.net

Mailing Address:
P.O. Box 71121
Charleston, SC
zip 29415-1121
Ph: (843) 554-4291
Fax: (843) 554-5566

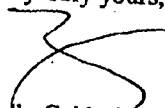
December 20, 2005

Mr. Trent Kernodle
P.O. Box 13897
Charleston, S.C. 29422-3897

Dear Trent,

I represent Stan Shelby (and his company 5 Star, Inc., a landscaping company). Stan had a Ford F-150 that ignited one night in his garage because of a defective speed control device. The fire investigator immediately identified the motor vehicle as the source of the fire. Since there is a national recall for this problem, I suspect you might be familiar with the defect. At any rate, I have the file in my office, and I am now in the process of assembling the information regarding the amount of his loss. Should I send the demand letter straight to you, as counsel for Ford Motor Company, or should I go through the usual channel and make my claim directly to the home office for Ford? I appreciate any guidance you could give me in this regard. With kind regards, I am

Very truly yours,


Belk, Cobb, Infinger & Goldstein, P.A.
Thomas R. Goldstein

cc: Stan Shelby

0915



BELK, COBB, INFINGER AND GOLDSTEIN, P.A.

ATTORNEYS AT LAW
2344 COSGROVE AVENUE
CHARLESTON, SC 29405

Harry C. Belk (1919-2003)

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tgoldstein@cobblaw.net

Mailing Address:
P.O. Box 71121
Charleston, SC
zip 29415-1121
Ph: (843) 554-4291
Fax: (843) 554-5566

January 17, 2006

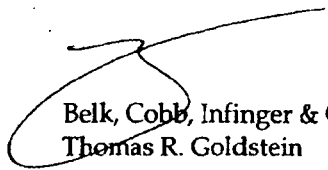
Mr. Trent Kernodle
P.O. Box 13897
Charleston, S.C. 29422-3897

RE: Stan Shelby & Ford Motor Company

Dear Trent,

I understand that you are representing Ford Motor Company in reference to these engine fires. As I told you, my client Stan Shelby, suffered the loss of a building (2340 Midland Park Road), equipment and the truck as a result of a defective 1996 Ford COFF25 pickup truck. I enclose a copy of the fire inspector's report for your review. I also enclose a copy of Stan's 2004 tax returns, which will support the amount of money that he lost as a result of being without the truck. I also enclose copies of rental equipment invoices totaling \$3,121.70 for equipment Stan had to rent during the time that his truck and the equipment on the truck and in the warehouse were out of service. Please give me a call upon receipt of this material and let me know if this is a case that can be resolved. With kind regards, I am

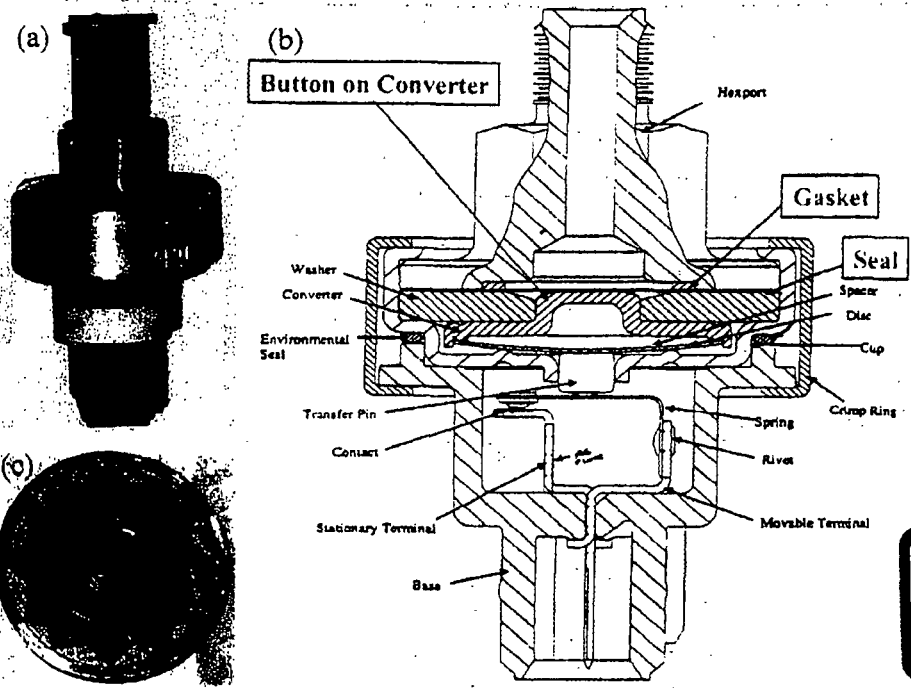
Very truly yours,


Belk, Cobb, Infinger & Goldstein, P.A.
Thomas R. Goldstein

TRG/rt
enclosure: Fire inspector's report
2004 tax returns
rental equipment invoices
cc: Stan Shelby

0916





PLAINTIFF'S EXHIBIT
 25
 9-3-08 B

Figure 1. Speed Control Deactivation Switch (SCDS) (a) Assembled (b) Assembly Cross-Section Drawing And

0917

1060

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2006-CP-10-4773

5 Star, Inc.,)
Plaintiff,)

v.)

Ford Motor Company,)
Defendant.)

**PLAINTIFF'S ANSWERS TO
DEFENDANT'S SUPPLEMENTAL
INTERROGATORIES**

TO: CARMELO B. SAMMATARO ESQ., ATTORNEY FOR DEFENDANT, FORD MOTOR COMPANY:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through his undersigned attorney, hereby respond to Ford Motor Company's supplemental interrogatories as follows:

1. Identify, by name, address, and telephone number, any and all individuals involved in the decision to sell and/or otherwise dispose of the vehicle at issue in these proceedings and describe the nature and extent of each such individual's participation in the decision to sell and/or otherwise dispose of the subject vehicle, from the date of the incident described in Plaintiff's Complaint up to and including the date on which the subject vehicle was "crushed and sent to B.B.J. Metal Company."

ANSWER: Stan Shelby
276 Alexander Drive, Apt. 13
Mt. Pleasant, SC 29464

2. State the date on which the decision was made to crush or otherwise dispose of the subject vehicle, along with the date the vehicle was actually crushed or otherwise disposed of.

ANSWER: On or about February 2, 2006.

3. Identify, by name, address, and telephone number, the individual(s) who crushed or otherwise disposed of the subject vehicle.

ANSWER: B.B.J. Metal Company
403 1st Street



0918

Moncks Corner, SC 29461
843-761-8471

4. State whether Plaintiff or anyone acting on behalf of Plaintiff or at Plaintiff's direction informed Defendant Ford Motor Company of the decision to crush or otherwise dispose of the subject vehicle prior to such crushing or other disposition.

ANSWER: No.

5. State with particularity, e.g., business name, address, and telephone number, the current location and exact condition of the subject vehicle.

ANSWER: B.B.J. Metal Company is where vehicle was disposed.

6. State with particularity the current location of the speed control deactivation switch, or "SCDS", sometimes also referred to as the brake pressure switch, installed in the subject vehicle. If the SCDS has been removed from the subject vehicle, please identify the person(s) who removed the part, the reason it was removed, the chain of custody of the part, the conditions under which the part has been stored, and the current custodian of the SCDS.

ANSWER: B.B.J. Metal Company is where vehicle that contained the speed control deactivation switch was disposed.

7. Please identify every fact that supports your contention that the subject vehicle and/or any of its component parts, subsystems, or assemblies contained a defect that "relates to motor vehicle safety" as indicated in Plaintiff's Answer to Defendant Ford Motor Company's First Set of Interrogatories, Interrogatory No. 10; including, but not necessarily limited to, the following:

- a. A detailed description of the alleged manufacturing or design defect that you contend caused or contributed to the incident;
- b. A detailed description of how you contend this manufacturing or design defect allegedly caused or contributed to the incident;
- c. The name, address and telephone number of each person having any information or knowledge of the alleged manufacturing or design defect;

- d. The identity of each document or tangible thing in your possession, or in the possession of anyone acting on your behalf, which you claim shows the alleged manufacturing or design defect; and
- e. A detailed description of what you claim should have been done differently in the design or manufacture of the vehicle, system or part to prevent the incident.

ANSWER:

- a. Description contained in correspondence from Ford Motor Company attached.
- b. Description contained in correspondence from Ford Motor Company attached.
- c. Fire Captain Jonathan D. Sanders of the City of North Charleston Fire Department brought to Plaintiff's attention that Ford Motor Company was conducting a recall.
- d. Correspondence from Ford of September 2005 which was previously produced attached to request to produce.
- e. Plaintiff is not properly trained in the area to give an opinion for the design or manufacture of the vehicle, system or part.



Thomas R. Goldstein
BELK, COBB, INFINGER & GOLDSTEIN, P.A.
Post Office Box 71121
Charleston, South Carolina 29415-1121
(843) 554-4291
ATTORNEY FOR PLAINTIFF

DATED: October 15, 2007

THE UNDERSIGNED HEREBY CERTIFIES THAT A TRUE COPY OF THE FOREGOING PLEADING HAS BEEN SERVED UPON OPPOSING COUNSEL BY MAILING A COPY PROPERLY ADDRESSED WITH SUFFICIENT POSTAGE AFFIXED THERETO THIS 15TH DAY OF OCTOBER, 2007.

BY:



0920

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2006-CP-10-4773

5 Star, Inc.,)
)
Plaintiff,)
)
v.)
)
Ford Motor Company,)
)
Defendant.)
_____)

**PLAINTIFF'S ANSWERS TO
DEFENDANT'S SUPPLEMENTAL
REQUEST FOR PRODUCTION**

TO: CARMELO B. SAMMATARO ESQ., ATTORNEY FOR DEFENDANT, FORD MOTOR COMPANY:

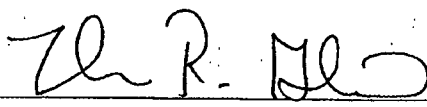
YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through his undersigned attorney, hereby respond to Ford Motor Company's supplemental request to produce as follows:

1. All documents or things identified or relied upon in Plaintiff's responses to Defendant Ford Motor Company's First Supplemental Interrogatories to Plaintiff, served contemporaneously herewith.

ANSWER: See attached.

2. The Speed Control Deactivation Switch installed in the subject vehicle on the date of the incident described in Plaintiff's Complaint.

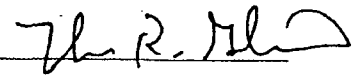
ANSWER: The speed control deactivation switch was attached to vehicle when sent to B.B.J. Metal Company to be disposed of.



Thomas R. Goldstein, Esq.
BELK, COBB, INFINGER & GOLDSTEIN, P.A.
Post Office Box 71121
Charleston, SC 29415-1121
(803) 554-4291
ATTORNEYS FOR PLAINTIFF

October 6, 2007

THE UNDERSIGNED HEREBY CERTIFIES THAT A TRUE COPY OF THE FOREGOING PLEADING HAS BEEN SERVED UPON OPPOSING COUNSEL BY MAILING A COPY PROPERLY ADDRESSED WITH SUFFICIENT POSTAGE AFFIXED THERETO THIS 6TH DAY OF OCTOBER, 2007.

BY: 

0921



Frank M. Ligon
Ford Motor Company
P.O. Box 1904
Dearborn, Michigan 48121



F0026858

0098



STAN W SHELBY
1306 LARK LN
HANAHAN, SC 29406-8500

September 2005

2001 Expedition
Vehicle ID #: 1FMRU15W31LB49545 05S28

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. Ford Motor Company has decided that a defect which relates to motor vehicle safety exists in certain 1994-1996 model year Bronco, 1994-2002 F-150/250 (Under 8500 GVW), 1997-2002 Expedition, 1998-2002 Navigator, and 2002 Blackwood vehicles equipped with speed control. We apologize for this situation and want to assure you that, with your assistance, we will correct this condition. Our commitment, together with Ford and Lincoln Mercury dealers, is to provide you with the highest level of service and support.

What is the issue?

On your vehicle, the underhood speed control deactivation switch may overheat, smoke, or burn, which could result in an underhood fire. This condition may occur either when the vehicle is parked or when it is being operated, even if the speed control is not in use.

What will Ford and your dealer do?

Parts to repair your vehicle will not be available until November 2005, and as a result, we are implementing a two-stage repair process. Until parts are available for the permanent repair, you should contact your dealer to make an appointment to disconnect the speed control deactivation switch, which is located under the hood of your vehicle. This procedure will temporarily disconnect the speed control system, which will prevent a speed control deactivation switch related fire. The speed control system will then be inoperative until the permanent repair is performed. We recognize this may be an inconvenience, but we believe this preventive action is in the best interest of our customers' safety.

When parts become available for the permanent repair in November 2005, you will be notified to contact your dealer to schedule an appointment to have a fused wiring harness installed and to reconnect the speed control system on your vehicle.

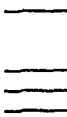
Ford Motor Company and your dealer will perform the above modification free of charge (parts and labor).

How long will it take?

Please call your dealer for an estimate of how much time will be required to perform this repair. Your dealer may be able to perform this repair while you wait; however, due to scheduling requirements, your dealer may need your vehicle for a longer period of time.

What are we asking you to do?

Please call your dealer without delay and request a service date to have the switch disconnected (Recall 05S28). Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle. The VIN is printed near your name at the beginning of this letter.



0922

© Copyright 2005 Ford Motor Company

F21327

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

Civil Action No.: 2006-CP-10-4773

5 Star, Inc.,)
Plaintiff,)

v.)

**PLAINTIFF'S ANSWERS TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES**

Ford Motor Company,)
Defendant.)

TO: CARMELO B. SAMMATARO ESQ., ATTORNEY FOR DEFENDANT, FORD MOTOR COMPANY:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through his undersigned attorney, hereby respond to Ford Motor Company's first set of interrogatories as follows:

1. Give the names and addresses of persons known to Plaintiff or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: Gregory Pogue
2346 Midland Park
North Charleston, SC 29406

Arthur Carl
6500 Dorchester Road
North Charleston, SC

Clayton Cole
2340B Midland Park
North Charleston, SC 29406

Fire Captain
Jonathan D. Sanders
City of North Charleston Fire Department

Thomas Nolan, Insurance Adjuster
808 North Cedar Street
Summerville, SC 29483
843-851-8880



0923

2. For each person known to Plaintiff or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to advise of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: Fire Captain Jonathan D. Sanders of the City of North Charleston Fire Department was a witness concerning the facts of the case and a copy of the fire incident report is attached to the answers to request to produce.

3. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of Plaintiff or counsel that relate to the claim in the case.

ANSWER: See the 5 photographs attached to the answers to request for production #6.

4. Regarding the vehicle, identify:

- a. The make, model, year and vehicle identification number;
- b. The owner of the vehicle at the time of the incident;
- c. The mileage of the vehicle at the time of the incident; and
- d. Where the vehicle is located.

ANSWER: a. 1996 Ford, F-250, # 1FTHX25H6TEA43869
b. Owner's name: 5 Star Inc.
c. Vehicle mileage approximately: 227,500 miles
d. The vehicle is currently crushed and at a steel mill.

5. Identify the following with regard to the vehicle:

- a. The name and address of the dealership, person or other entity from which the vehicle was purchased or leased by Plaintiff;
- b. The date of the purchase or lease;
- c. The purchased price of the vehicle; and
- d. The mileage on the vehicle when purchased or leased by Plaintiff.

ANSWER: a. The vehicle was purchased from Pat Evans.
b. The vehicle was purchased on

c. The vehicle was purchased for \$ 1,500.00.

d. The vehicle had 227,000 miles when purchased.

6. If any inspection, examination, or test of the subject vehicle, or any part or portion thereof, has been made at any time by any person, or if any part or parts of the subject vehicle have been removed from it at any time by any person, please identify every person conducting or participating in each such inspection, examination, test, or removal, together with this person's occupation or profession; state the date or date on which and address or addresses at which each inspection, examination, test or removal was conducted; identify any instruments, instrumentation, tools, machinery, and/or testing materials or devices utilized during each such inspection, examination, test, or removal; and state the nature, purpose, and extent of each inspection, examination, test, or removal, what each person conducting or participating in each inspection, examination, test, or removal did in connection therewith, and every item of equipment, part, or portion of the subject vehicle inspected, examined, tested, or removed.

ANSWER: The vehicle was towed from the property by Barns Towing on February 2, 2006.

7. Please identify every component part that has been removed from the subject vehicle since the accident, the person who removed each part, the reason each part was removed, the chain of custody of each part, the conditions under which each part has been stored, and the current custodian of each part that has been removed.

ANSWER: The vehicle has been crushed and sent to B.B.J. Metal Company.

8. State the name and address of every place where the vehicle was serviced or repaired before the incident. For each, also provide the following:

- a. The date of each service or repair;
- b. The name and address of the mechanic who serviced or repaired the vehicle;
- c. The nature of the service or repair; and
- d. The identity of each invoice or document evidencing the service or repair.

ANSWER: None.

9. Please state the date on which and the manner in which you first provided notice to Defendant of the incident and the Plaintiff's alleged damages.

ANSWER: Plaintiff provided notice of incident to Defendant in September 2005.

10. Do you contend that a defect in the manufacture or design of the vehicle or any system or part caused or contributed to the alleged incident? If so:

- a. Describe in detail the alleged manufacturing or design defect that you contend caused or contributed to the incident;
- b. Describe in detail how you contend this manufacturing or design defect allegedly caused or contributed to the incident;
- c. Provide the name, address and telephone number of each person having any information or knowledge of the alleged manufacturing or design defect;
- d. Identify each document or tangible thing in your possession, or in the possession of anyone acting on your behalf, which you claim shows the alleged manufacturing or design defect; and
- e. Describe in detail what you claim should have been done differently in the design or manufacture of the vehicle, system or part to have prevented the incident.

ANSWER: Yes, the Plaintiff contends that there was a defect with the vehicle that relates to motor vehicle safety pursuant to the correspondence from Ford of September 2005. See correspondence attached to request to produce.

11. Do you contend that the incident was caused in whole or in part by the vehicle not complying with, or in any way violating, any industry, trade or government standard, statute, ordinance, rule regulation and/or any good engineering practice? If so, state:

- a. The title and specific section number, citation or other identifying mark of each such standard, statute, ordinance, rule, regulation and/or good engineering

- practice which you contend was not complied with or was violated;
- b. The specific part, component or system of the vehicle which you contend was not in compliance;
 - c. The manner in which you contend each part, component or system was not in compliance;
 - d. The name, address and telephone number of each person having any information or knowledge of this alleged condition; and
 - e. The identity of each document or tangible thing in your possession, or in the possession of anyone acting on your behalf, which you claim shows the alleged non-compliance.

ANSWER: Yes, as stated by the Ford recall letter attached.

12. Do you contend that any of the documents, warranties, advertisements or statements of Defendant were false, untrue, misleading, exaggerated or fraudulent insofar as they relate to the vehicle in question? If so, identify each such document, warranty, advertisement or statement by Defendant and state in what respect they were false, untrue, misleading, exaggerated or fraudulent.

ANSWER: No.

13. Have you and/or anyone acting in your behalf contacted, consulted or retained any expert who is expected to testify at trial regarding any issue of this action? If so, please state:

- a. The name and address of each such expert;
- b. The subject matter about which the expert is expected to testify;
- c. The substance of the facts and opinions to which the expert is expected to testify; and
- d. The summary of the grounds for each opinion.

ANSWER: No expert witness has been retained at this time, but Plaintiff reserves the right to do so at a future time. The captain of North Charleston Fire Department is an expert in origins of fire and can testify that the fire originated in the Ford van that is the subject of this lawsuit.

the following for each such communication:

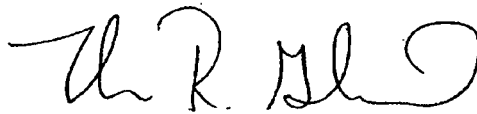
- a. The date of the communication;
- b. The name and title of the person with whom you communicated;
- c. Describe the method of communication, whether by correspondence, telephone call or otherwise; and
- d. The substance of the communication.

ANSWER: No.

These interrogatories shall be deemed continuing so as to require supplemental answers if Plaintiff or any representative or counsel obtains further information between the time the answers are served and the time of trial.

Signature page to follow:

2006-CP-10-4773

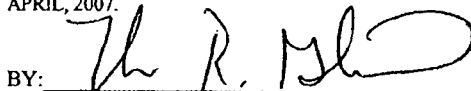


Thomas R. Goldstein
BELK, COBB, INFINGER & GOLDSTEIN, P.A.
Post Office Box 71121
Charleston, South Carolina 29415-1121
(843) 554-4291
ATTORNEY FOR PLAINTIFF

DATED: April 26, 2007

THE UNDERSIGNED HEREBY CERTIFIES THAT A TRUE COPY OF THE FOREGOING PLEADING HAS BEEN SERVED UPON OPPOSING COUNSEL BY MAILING A COPY PROPERLY ADDRESSED WITH SUFFICIENT POSTAGE AFFIXED THERETO THIS 26TH DAY OF APRIL, 2007.

BY:



0928

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2006-CP-10-4773

5 Star, Inc.,)
Plaintiff,)
v.)
Ford Motor Company,)
Defendant.)
_____)

**PLAINTIFF'S ANSWERS TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES**

TO: CARMELO B. SAMMATARO ESQ., ATTORNEY FOR DEFENDANT, FORD MOTOR COMPANY:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through his undersigned attorney, hereby respond to Ford Motor Company's first set of interrogatories as follows:

**DEFENDANT'S
EXHIBIT**
1
9-3-08 B

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4. Regarding the vehicle, identify:
- a. The make, model, year and vehicle identification number;
 - b. The owner of the vehicle at the time of the incident;
 - c. The mileage of the vehicle at the time of the incident; and
 - d. Where the vehicle is located.

ANSWER: a. 1996 Ford, F-250, # 1FTHX25H6TEA43869
b. Owner's name: 5 Star Inc.
c. Vehicle mileage approximately: 227,500 miles
d. The vehicle is currently crushed and at a steel mill.

5. Identify the following with regard to the vehicle:
- a. The name and address of the dealership, person or other entity from which the vehicle was purchased or leased by Plaintiff;
 - b. The date of the purchase or lease;
 - c. The purchased price of the vehicle; and
 - d. The mileage on the vehicle when purchased or leased by Plaintiff.

ANSWER: a. The vehicle was purchased from Pat Evans.
b. The vehicle was purchased on

c. The vehicle was purchased for \$ 1,500.00.

d. The vehicle had 227,000 miles when purchased.

6. If any inspection, examination, or test of the subject vehicle, or any part or portion thereof, has been made at any time by any person, or if any part or parts of the subject vehicle have been removed from it at any time by any person, please identify every person conducting or participating in each such inspection, examination, test, or removal, together with this person's occupation or profession; state the date or date on which and address or addresses at which each inspection, examination, test or removal was conducted; identify any instruments, instrumentation, tools, machinery, and/or testing materials or devices utilized during each such inspection, examination, test, or removal; and state the nature, purpose, and extent of each inspection, examination, test, or removal, what each person conducting or participating in each inspection, examination, test, or removal did in connection therewith, and every item of equipment, part, or portion of the subject vehicle inspected, examined, tested, or removed.

ANSWER: The vehicle was towed from the property by Barns Towing on February 2, 2006.

7. Please identify every component part that has been removed from the subject vehicle since the accident, the person who removed each part, the reason each part was removed, the chain of custody of each part, the conditions under which each part has been stored, and the current custodian of each part that has been removed.

ANSWER: The vehicle has been crushed and sent to B.B.J. Metal Company.

8. State the name and address of every place where the vehicle was serviced or repaired before the incident. For each, also provide the following:

- a. The date of each service or repair;
- b. The name and address of the mechanic who serviced or repaired the vehicle;
- c. The nature of the service or repair; and
- d. The identity of each invoice or document evidencing the service or repair.

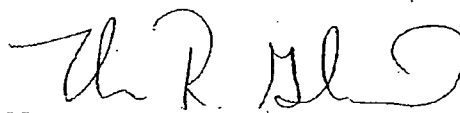
ANSWER: None.

0932

These interrogatories shall be deemed continuing so as to require supplemental answers if Plaintiff or any representative or counsel obtains further information between the time the answers are served and the time of trial.

Signature page to follow:

2006-CP-10-4773



Thomas R. Goldstein
BELK, COBB, INFINGER & GOLDSTEIN, P.A.
Post Office Box 71121
Charleston, South Carolina 29415-1121
(843) 554-4291
ATTORNEY FOR PLAINTIFF

DATED: April 26, 2007

THE UNDERSIGNED HEREBY CERTIFIES THAT A TRUE COPY OF THE FOREGOING PLEADING HAS BEEN SERVED UPON OPPOSING COUNSEL BY MAILING A COPY PROPERLY ADDRESSED WITH SUFFICIENT POSTAGE AFFIXED THERETO THIS 26TH DAY OF APRIL, 2007.

BY: 

0933

Moncks Corner, SC 29461
843-761-8471

4. State whether Plaintiff or anyone acting on behalf of Plaintiff or at Plaintiff's direction informed Defendant Ford Motor Company of the decision to crush or otherwise dispose of the subject vehicle prior to such crushing or other disposition.


ANSWER: No.

5. State with particularity, e.g., business name, address, and telephone number, the current location and exact condition of the subject vehicle.

ANSWER: B.B.J. Metal Company is where vehicle was disposed.

6. State with particularity the current location of the speed control deactivation switch, or "SCDS", sometimes also referred to as the brake pressure switch, installed in the subject vehicle. If the SCDS has been removed from the subject vehicle, please identify the person(s) who removed the part, the reason it was removed, the chain of custody of the part, the conditions under which the part has been stored, and the current custodian of the SCDS.

ANSWER: B.B.J. Metal Company is where vehicle that contained the speed control deactivation switch was disposed.



Thomas R. Goldstein
BELK, COBB, INFINGER & GOLDSTEIN, P.A.
Post Office Box 71121
Charleston, South Carolina 29415-1121
(843) 554-4291
ATTORNEY FOR PLAINTIFF

DATED: October 15, 2007

THE UNDERSIGNED HEREBY CERTIFIES THAT A TRUE COPY OF THE FOREGOING PLEADING HAS BEEN SERVED UPON OPPOSING COUNSEL BY MAILING A COPY PROPERLY ADDRESSED WITH SUFFICIENT POSTAGE AFFIXED THERETO THIS 15TH DAY OF OCTOBER, 2007.

BY: 

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court Of Common Pleas

The Honorable Kristi Lea Harrington, Circuit Court Judge

Case No: 2006-CP-10-4773

5 Star, Inc., Respondent,

v.

Ford Motor Company, Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

By: 

Curtfs L. Ott

David C. Marshall

Turner Padget Graham & Laney P.A.

Post Office Box 1473

Columbia, SC 29202

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CERTIFICATE OF COMPLIANCE

I certify that the Petitioner's Petition for Certiorari and Appendix in this case are in compliance with the August 13, 2007, order of the South Carolina Supreme Court.



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