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Denver, CO ██████████  
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Sunday, August 21, 2005

**U.S. DEPARTMENT OF TRANSPORTATION NATIONAL HIGHWAY  
TRAFFIC SAFETY ADMINISTRATION  
OFFICE OF VEHICLE SAFETY STANDARDS  
NSV-210, 400 7<sup>TH</sup> STREET, SW  
WASHINGTON, DC 20590**

Dear D.O.T Safety Administrator:

**RE: State Farm Mutual Automobile Insurance Companies CLAIM ██████████**

Enclosed, please find a copy of my recent correspondence with State Farm Mutual Automobile Insurance Companies concerning the above referenced claim.

My claim concerns a rear-end collision to my new truck, whose frame was bent as a result. State Farm Insurance is apparently unwilling to admit that my truck has lost its' actual value due to the bent frame. They are also apparently unwilling to restore my truck to it's undamaged pre-collision condition. Is this matter a safety issue that D.O.T.N.H.T.S.A has any interest in. I believe my vehicle presents a hazard on public streets and highway because State Farm is trying to avoids costly repairs or the TOTALING of my vehicle.

Please note that I made an error in the original copy of my letter to State Farm, which I have corrected in your copy. Said corrected text is blue in color.

I am a retired 100% Disabled Vietnam War Veteran, living on a fixed income. Will you please look into these issues --described in the attached letter to State Farm -- and help me to secure a fair resolution?

Thank you, in advance for any assistance you can provide me with.

Respectfully,

██████████  
██████████  
██████████

Enclosures: Various documentation to support my claim

*Amari*  
8/31/05

[REDACTED]  
DENVER, CO. [REDACTED]

Wednesday, August 10, 2005

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES  
SOUTH DENVER OPERATIONS CENTER  
P. O. BOX 339408  
GREELEY, CO 80633-9408

**ATTENTION: MR. KEVIN HANSON**

Claim Number: [REDACTED]

**SUBJECT:** Response to your letter of July 29, 2005

Dear Mr. Hanson,

In response to your letter, dated July 29, 2005, YES, my vehicle's frame is damaged and bent out of the Original Toyota Factory Alignment Specifications. This un-repaired frame damage was first brought to my attention by Mr. Jason Mondragon, of Mahnke Collision Center, (M.C.C.), after their examination of my vehicle's frame. M.C.C. used their very sophisticated and specialized, *Hein-Werner Computerized Vehicle Measuring System*. (See the "*Hein-Werner Computerized Vehicle Measuring System Results printout of 07 JUNE, 2005.*") At the time Mr. Mondragon informed me of the frame damage; he also stated there was "no attempt to repair the damage because it was within specifications, less than 5 millimeters". However he did not show me any printed Toyota Specification Manual substantiating his claim the damage was/is within Toyota Factory specifications. My question is this; who's specifications is M.C.C. and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES, (S.M.F.A.I.C.) using, if not Toyota Factory Specifications? Please provide me with printed copies of any printed document listing of Toyota Factory Specifications that were used by M.C.C. to obtain specifications and/or existing published frame damage tolerances allowed by TOYOTA? Let me point out M.C.C. is an S.F.M.A.I.C. "Authorized Collision Repair Facility." If M.C.C.'s, *Hein-Werner Computerized Vehicle Measuring System* was/is Certified, Calibrated and Operated by, a "Certified" Frame Technician, why is are you even questioning the results showing unrepaired frame damage to my vehicle? S.F.M.A.I.C. own approved collision repair center was the origin of the original printout of frame damage data. *As a matter of fact, I question M.C.C.'s, CERTIFICATION, CALIBRATION, and ACCURACY of the Hein-Werner Computerized Vehicle Measuring System equipment itself, as well as the alleged CERTIFICATION of the Technician (identified only as "Scott" on the printout) of the Hein-Werner Computerized Vehicle Measuring System.*

Your instructions to me written in your correspondence of July 29, 2005 instruct me to either return to M.C.C. or find another shop at my expense poses a financial "disincentive" to this Claimant to find another objective frame shop, such as Burt

Chevrolet Body Shop and have the vehicle setup on yet another Frame Machine, measure the frame, then call for a S.F.M.A.I.C. "Reinspector" to be sent out at his or her leisure to establish what we already know, my frame is bent and the axles are out of alignment. M.C.C. failed to bother to inspect and properly repair my vehicle the first time they had the opportunity to make proper repairs and to evaluate the frame and axle damage. I no longer have any trust in M.C.C. work practices. I believe S.F.M.A.I.C.'s requirement of me to return my vehicle to the same shop or again bare the expense for another costly frame inspection may be in violation of 10-4-18 C.R.S.. I have already paid \$45.00 for the Lakewood Alignment inspection and front wheel alignment which was not fully adjustable without major work being done.

10-4-18 Colorado Revised Statute (C.R.S.) prohibits the vehicle insurer or their agent from:

- *Requiring that appraisals or repairs to motor vehicles be made or not be made by a specific motor repair business.*
- *Using disincentives to coerce a claimant from using a repair business.*

One thing I might add concerning the Original Damage Estimate is that Mr. Mondragon performed the entire Damage Estimate by himself. However the Repair Estimate from M.C.C. lists the "Adjuster" as a person named Kelly Barrera. I have never seen or met a Kelly Barrera in any capacity during the M.C.C. Damage Estimate or since. I have reason to believe Kelly Barrera never evaluated my vehicle at all. I observed Mr. Mondragon throughout the entire estimate process including the photography of my vehicle's obvious cosmetic damages. I question the State Licensing and/or certification of Mr. Mondragon to perform independent vehicle damage appraisals.

I have already paid for one Objective secondary computerized frame analysis. A frame/alignment inspection of my vehicle which confirms the un-repaired damage was performed by Lakewood Alignment Service on July 11<sup>th</sup>, 2005. I even went ahead and paid out of my own pocket for the front end to be aligned as accurately as possible considering the existing frame damage which was causing my steering wheel to be "off-center" while driving. I did this for Safety reasons as well to get a second opinion of the vehicles frame damage. The technician "Dennis" said the Right Front Alignment was not within specifications and it would be difficult to repair (if it could be repaired at all). He also pointed out the axles have unequal distance on both sides of my vehicle. The Right side measures 122.9 inches. The left side measures 121.3 inches. A deviation from Toyota Factory Specifications of +.8 inches on the Right, and -.6 inches on the Left. Indicating a total overall misalignment of 1.6 inches. The Toyota Factory Specification calls for 121.9 inches equally on both sides of the vehicle.

Requiring me to return my vehicle to M.C.C. or paying for another shop to perform a third frame inspection is unreasonable after receiving the printed results of M.C.C.'s very *sophisticated and specialized, Hein-Werner Computerized Vehicle Measuring System and makes no sense to me*. Not to mention the fact M.C.C. had the opportunity to make repairs to my vehicle's frame while in their shop however they chose not to even attempt a proper frame repair. When I brought the vehicle to

M.C.C., I specifically insisted on a frame examination and wheel alignment, both of which Mr. Mondragon agreed to perform. I am not the originator of this printed frame damage information, nor was I invited to witness the frame examination, nor was I, at any time, invited to inspect work performed or in progress until Mr. Mondragon called me to say the work was "finished and ready to pick up.", although in fact the vehicle frame never was repaired properly and there was the issue of the mysterious "missing bolt". Evidently NO wheel alignment was ever performed at M.C.C. otherwise the axle misalignment issue would likely have been discovered during the inspection process. Now S.F.M.A.I.C. wants me to submit to a "RE-INSPECTOR" to witness the same inspection again performed by M.C.C. the very people who did not even attempt a repair of my misaligned frame and axles.

I believe it would be in S.F.M.A.I.C.'s best interest to stipulate to another objective third party frame examination entirely at S.F.M.A.I.C.'s expense by Burt Chevrolet Body Shop in consideration of the fact I have already taken my vehicle to Lakewood Alignment for a Second Objective Opinion which documents additional frame/axle misalignment than was originally disclosed to me by M.C.C..

Only after taking my vehicle to Lakewood Alignment Service (an objective and disinterested party using very sophisticated and very accurate Hunter Computerized Alignment Equipment) was I informed that the wheelbase was not equal as Toyota Specifications demand. Nor was the wheel alignment within specifications as Mr. Mondragon said it would be. I do not believe M.C.C. ever took my vehicle axle positions into consideration at all during the frame inspection and alleged wheel alignment.

I personally have 35 years of experience in the aircraft, automotive, Law Enforcement & Emergency Vehicles, heavy equipment and Mass Public Transportation fields as a mechanic and mechanic inspector for organizations such as the U.S. Navy, the Regional Transportation District and the National Park Service (U.S. Federal Government). It has been my personal experience that ALL VEHICLE MANUFACTURERS SPECIFICATIONS, WARRANTIES AND TOLERANCES ARE PUBLISHED BY THE VEHICLE MANUFACTURER. No other non-Factory specifications or tolerances are approved by most vehicle manufacturers. At the time I purchased my vehicle I also purchased the following Toyota Factory Maintenance Manuals:

**2004 TOYOTA REPAIR MANUALS VOLUMES 1 AND 2**

Part numbers: RM1090U1  
RM1090U2

**And 2004 TOYOTA ELECTRICAL REPAIR MANUAL**

Part number EWD565U

I have thoroughly searched these Toyota Factory Repair Manuals and have found NO discussion of tolerances for any degree of acceptable collision frame or chassis damage left un-repaired. I have also searched the Internet for any available published specifications with no result to date.

Regardless of the degree of frame damage resulting from the May 18<sup>th</sup>, 2005 collision caused by your insured who was cited for "Careless Driving." The fact

remains there is frame, axle and wheel misalignment and damage caused by said accident and left un-repaired by MLC.C. which is a "Approved" S.F.M.A.I.C. collision repair facility If I am not justly compensated properly for the Actual Cash Value of my vehicle in its near perfect condition prior to the collision, I will lose a substantial amount of Actual Cash Value from its "LIKE NEW" condition prior to the collision. If I were to sell this truck "as is" today with its existing frame damage regardless of whether it is considered "within specifications", with frame straightened or not, the fact remains the frame has been subjected to physical forces that likely compromise the Toyota Factory designed strength, stability and safety of the vehicle. No reasonable person will buy a vehicle with any fully disclosed existing frame damage at FULL Actual Cash Value prior to the collision! I have called Toyota Dealers and was told Toyota will NOT certify a used vehicle as a "CERTIFIED TOYOTA USED CAR" with ANY existing frame damage, regardless of whether its "within" Specifications or not. This will seriously diminish Actual Cash Value.

I have contacted Burt Chevrolet Body Shop on August 9<sup>th</sup>, 2005 to request an additional "objective" frame and axle evaluation. Burt Chevrolet has one of a few "Toyota Certified" body/frame shops in the Denver Area equipped to evaluate frame damage that is compared to Official Toyota Specifications. They have Toyota factory specifications programmed into their sophisticated and certified, Genesis Frame machines. I spoke with Mr. Joe Madrid, Service Dept., informing him of the issues involved and informed him that S.F.M.A.I.C. is demanding the presence of their "Reinspector" while the vehicle is still on the frame machine. Mr. Madrid explained to me Burt Chevrolet has a very busy shop and it is not practical to tie up a frame machine while waiting for the S.F.M.A.I.C. "reinspector" to arrive at the shop. He said their Frame equipment prints out the final report indicating any damage or deviation from Toyota Factory Specifications. I believe Burt Chevrolet is the best possible choice for the additional objective damage evaluation. The reinspector is invited to go to Burt Chevrolet at the time I take the vehicle in for the reinspection. The reinspector will just have to wait for the frame inspection to be setup like the rest of the customers do if they want to be present at the inspection.

Additionally, Ms. Deborah Shannon of the Greeley S.F.M.A.I.C.'s , originally agreed to reimburse my Damage Waiver Expenses with Hertz in the amount of approximately \$171.22 and any of my Medical Deductible Amount of my health insurance. To date I have not received this reimbursement money for the Hertz issue, as agreed to by Ms. Deborah Shannon. (Note: I have not submitted my health care receipt(s) to S.F.M.A.I.C. because my insurance company has not processed it yet.)

#### Warranty Issues:

The vehicle's Factory Warranty is also now in question:

- My Toyota Factory Warranty may no longer be a "Full Factory Warranty."
- Prior to the collision with your insured on May 18<sup>th</sup>, 2005 my Toyota Factory Warranty was a FULL WARRANTY:

**New Vehicle limited Warranty:**

<b>Basic:</b>	<b>36 months / 36,000 miles</b>
<b>Powertrain:</b>	<b>60 months / 60,000 miles</b>
<b>Restraint System:</b>	<b>60 months / 60,000 miles</b>
<b>Corrosion Protection:</b>	<b>60 months / unlimited miles</b>

**Emission Control Warranty: (Federal)**

<b>Performance:</b>	<b>24 months / 24,000 miles</b>
<b>Specific Components:</b>	<b>96 months / 80,000 miles</b>
<b>Defect:</b>	<b>36 months / 50,000 miles</b>
<b>Specific Components:</b>	<b>96 months / 80,000 miles</b>

What I have now is the "**State Farm Service First Warranty**"

**This Warranty States:** "Mahnke Auto Body Golden, inc. agrees to perform repairs which serve to restore the damaged vehicle to its preloss condition relative to safety, function and appearance. Mahnke Auto Body Golden inc. further agrees to warrant workmanship, including refinishing and sublet repairs, in writing, for a period of not less than one (1) year from the date of completion of repairs.

The "**State Farm Service First Warranty**" involved appears to indicate an undisclosed interest in or Ownership by affiliation between M.C.C. and S.F.M.A.I.C.. This may be a violation of 10-4-618 Colorado Revised Statute (C.R.S.).

**10-4-618 Colorado Revised Statute (C.R.S.) Requires a motor insurer or their agent to:**

- ***Disclose any interest in or ownership by affiliation with, a recommended repair facility.***

The Limited Warranty from M.C.C. is also enclosed. It is too lengthy to include in this correspondence.

There is also the issue of the "Implied Warranty" created when Mr. Mondragon informed me with a computer printout that my vehicle's Frame Damage was "Within Specifications" implying my vehicle was SAFE to carry passengers and operate on public street and highways. I relied on his statement being factual until I had my vehicle examined objectively by Lakewood Alignment, Lakewood, Colorado and was told about the frame damage as well as the axle misalignment.

**Please Note:** It is required by the Magnuson-Moss Act of 1975, Pre-Sale Availability Rule that all warranties are made available to a consumer who is about to buy a service or product. At no time was I ever made aware of the existence or language of these warranties or their limited coverage. Neither document bares my signature acknowledging my acceptance of the warranty terms.

- **It is now a common, if not established practice for Insurance companies to report loss damage dollar amounts and types of collisions/losses to Companies such as I.S.O. Claims Search (iso.com), Car Fax and Choice Point Inc. These companies sell and/or provide data on vehicles, property and in some cases people. These types of reports are frequently used by auto retailers and private individuals to appraise the value of vehicles and/or property for sale. Un-repaired Frame Damage is NOT a desirable selling point for any vehicle, to any discerning purchaser. It appears after S.F.A.I.C. repairs cosmetic damage S.F.M.A.I.C. attempts to abandon the injured party by requiring them to jump through "hoops" to pursue a legitimate claim of Diminished Value or Total Damage.**
- **I have only been provided with very brief and vague Warranty Information from S.F.M.A.I.C. and/or M.C.C. repair. I question whether either of the apparently "Joint Warranties" comply with the Magnuson-Moss Act of 1975. The M.C.C. Warranty bares no Vehicle Identification Number. Neither Warranty includes a Dispute Resolution Clause discussing "Informal Dispute Settlement Procedures" as required by the Magnuson-Moss Act of 1975 I will likely be looking into this issue as well as others concerning my vehicle's warranty status with the Federal Trade Commission.**
- **My original Toyota Factor was transferable to a new owner. M.C.C.'s Limited warranty is not transferable.**
- **Mr. Mondragon assured me all replacement parts installed were OEM parts. However, the invoice reflects the rear bumper was a reconditioned part. This is unsatisfactory to me because I made it clear to Mr. Mondragon that I wanted only OEM parts to be used in repairing my vehicle. Just before I left M.C.C. I was told by Mr. Mondragon, "No aftermarket or reconditioned parts were available on his system so my parts would ALL be new Toyota OEM parts" Please Note: I may be in error with this issue. I found a document disputing this issue, it's not totally clear to me.**
- **Had M.C.C. performed the frame/axle inspection first instead of doing the body work first, they may have seen the frame/axle damage and not proceeded with any more repairs until the misalignment could be properly repaired or the vehicle Totaled.**
- **A large portion of the vehicle's body has now been repainted and/or Clear-Coated (needlessly in my professional opinion.). This effectively voids the Toyota Factory Paint and Corrosion Protection Warranty. It has been my experience that even expertly applied paint jobs seldom hold up like Factory Paint.**
- **There may be other unseen damage involving the drive train, braking, or electrical/electronic systems**

- The Magnuson-Moss Act of 1975 requires the following "boilerplate" disclosure(s) in every consumer product warranty. Neither of the warranties contain this required notice:

**"This warranty gives you specific legal rights, and you may also have other rights which vary from state to state."**

S.F.M.A.I.C.'s (unsigned) correspondence to me dated May 20, 2005 clearly quotes 10-4-618 Colorado Revised Statute C.R.S.

**10-4-618 Colorado Revised Statute (C.R.S.)** prohibits the vehicle insurer or their agent from:

- *Requiring that appraisals or repairs to motor vehicles be made or not be made by a specific motor repair business.*
- *Representing to a claimant that the use of or failure to use a particular repair business may result in nonpayment or delayed payment.*
- *Coercing, or inducing by incentive, a claimant to use a particular repair business for repairs.*
- *Contracting with agent to manage, handle or arrange repair work for the insurer on the condition a business does claims work at a price established by the insurer and the agent retains a percentage of any compensation paid by the insurer.*
- *Using disincentives to coerce a claimant from using a repair business.*
- *Requiring the claimant to travel an unreasonable distance to choose a repair facility.*
- *Misinforming a claimant to induce the use of a particular repair facility.*
- *Requiring a third-party claimant to have repairs done by a particular repair business*

**10-4-618 Colorado Revised Statute (C.R.S.)** Requires a motor insurer or their agent to:

- *Supply the claimant with a copy of the estimate when a partial loss settlement is based upon such estimate.*
- *Confirm that any estimate prepared by or for the insurer to repair damages that are visible or evident at the time of inspection is adequate to restore the motor vehicle within a reasonable time to its condition before the loss.*
- *Pay for repair services and products based on prevailing competitive price.*
- *Disclose to a claimant that the claimant may freely choose any repair business*
- *Assume all reasonable costs sufficient to pay the claimant's repair less any applicable deductible or reduction for comparative negligence.*

- *Provide oral and written notice of this law's provisions within three business days after claim is made.*
- *Promptly pay the cost of motor vehicle repair less the deductible according to the terms of the insurance policy at no less than the competitive market price in the same geographic area.*
- *Disclose any interest in, or ownership by affiliation with, a recommended repair facility.*

***\*\*C.R.S. 10-4-618 sections highlighted in yellow are portions of the 10-4-618 C.R.S. that I believe may have been violated in going through the S.F.M.A.I.C. Claim process. There may be additional alleged violations pursuant to other C.R.S.s as well as Federal Law violations.***

**I am not an attorney, nor am I experienced with issues such as these other than I am quite familiar with SAFE fleet vehicle maintenance practices and standards, Department of Transportation (D.O.T.) Safety regulations, as well as the type of work involved maintaining vehicles ranging from automobiles, Emergency & Law Enforcement Vehicles, Fire Fighting Apparatus, heavy commercial vehicles, heavy equipment, Passenger Carrying Mass Transit Vehicles, U.S. Navy Passenger carrying Aircraft and Helicopters. I am fairly familiar with U.S. Department of Transportation National Highway Traffic Safety Administration, (N.H.T.S.A) regulations and with the Liability aspects of fleet maintenance and guaranteeing SAFELY maintained vehicles and equipment always keeping paramount the interest of Public Safety in mind. I will likely be submitting formal complaints to one or more of the above named agencies. To me SAFETY is my greatest concern in this situation. Its unfortunate S.F.M.A.I.C. appears to be less concerned about my Safety or Public Safety than a monetary settlement for my vehicle's damage. For your information, I have contacted The Law Firm of The Honorable Roger Cisneros (Denver District Court Judge 'Retired') for his professional opinion, guidance and advice while negotiating this matter with S.F.M.A.I.C..**

**In the interest of accuracy, clarity and for the future documentation, I respectfully request all communication continue to be in writing as previously agreed by S.F.M.A.I.C. Agent, Ms. Debbie Shannon via our phone conversation of June 30<sup>th</sup>, 2005.**

**I respectfully request proof of formal documentation or certification from S.F.M.A.I.C. stating whether Mr. Kevin Hanson and Ms. Debbie Shannon have the FULL authority to act as "Agents" on behalf of S.F.M.A.I.C. in the interest of negotiating a fair and expedient settlement with me and/or my representative(s). To date, I began negotiating with Ms. Debbie Shannon, but when she and S.F.M.A.I.C. discovered they have a claimant who is not going to simply "roll over and play dead," they switched "Agents" to Mr. Kevin Hanson. In the unlikely event neither of them is authorized to make firm "Stipulations" relating to this negotiation, offers and agreements with this Claimant, I respectfully request that my claim be assigned to such an S.F.M.A.I.C. "Agent" who does have such authority to negotiate on behalf of S.F.M.A.I.C. I will not negotiate further with S.F.M.A.I.C. "Agents" who do not have FULL AUTHORITY to make firm, stipulated, and binding agreements with this Claimant.**

At this point if an additional frame inspection again substantiates Frame and/or Axle Damage not within Toyota Factory Specifications and not repairable, I demand that my vehicle to be immediately **TOTALED**. And I am to receive **Actual Cash Value** (plus any expenses I incur), of my vehicle as equipped prior to the collision. The **M.C.C.** repair order has several of my vehicles original equipment options listed that are in error.

I believe these issues may be resolved via **Informal Dispute Resolution Mechanisms** put into place by the **Magnuson-Moss act of 1975** using organizations like the **Better Business Bureau**. Although from what I've read, any such agreement would not be binding nor prohibit either party from pursuing formal **Court Intervention** if a party does not agree with the decision.

I believe **S.F.M.A.I.C.** should immediately stipulate to pay all costs for another rental car for me to drive (except fuel) until these issues are resolved. Including the cost of any **Damage Waiver** type of coverage, which **Ms. Debbie Shannon** verbally promised (but not yet paid) to reimburse me for after my **1<sup>st</sup>** car rental. I believe it may be in your companies best interest to do so, thereby limiting any additional liability exposure to **S.F.M.A.I.C.** should another collision occur because of my unrepaired frame/axle damage. I do not feel safe driving a damaged vehicle. It has never handled the same since the collision. When the roads get slick and/or icy who knows how my vehicle will handle. I have instructed my family to pursue litigation in the event I or someone else is injured or killed because my vehicle's frame/axles are damaged and misaligned.

**Note:** Today, Wednesday, August 10, 2005, I spoke with "Jamie", Claims Agent for **American Family Insurance (A.F.I.)**. She advised me how to pursue my damage claim with **A.F.I.** instead of **S.F.M.A.I.C.**. She told me that if I go to **Burt Chevrolet Body Shop** for a final frame examination **American Family WOULD NOT** require a "reinspector" to be present at the frame inspection as long as a printed readout is generated and copies of all frame inspections are sent to them. She said any deductible I pay would be refundable from **S.F.M.A.I.C.**. If the damage is not repairable or beyond **Toyota Frame/Axle Specifications** I can pursue having my vehicle totaled through **A.F.I.**. Then **A. F. I.** could recoup money paid to me for my damages by **A.F.I.** from **S.F.M.A.I.C.** or from the person who caused the collision.

Respectfully,

  
Cc: **U.S. Department of Transportation**  
**National Highway Traffic Safety Administration**

**Colorado State Insurance Commission**

**Federal Trade Commission Bureau of Consumer Protection**



0110000136

DENVER CO



May 20, 2005

Claim Number: [REDACTED]

Date of Loss: May 18, 2005

Our Insured: [REDACTED]

### Notice Regarding Repairs to Motor Vehicles

This notice is intended for you if (1) you are a State Farm insured who has Collision or Comprehensive Coverage and you recently made a claim with us for damage to your vehicle; or (2) you believe a State Farm insured was at-fault in an accident that damaged your vehicle and you recently made a claim with us for damage to your vehicle. If item (1) or (2) does not apply to you, please disregard this notice.

Insurers are required by law to notify you of the provisions of C.R.S. 10-4-618.

#### 10-4-618, C.R.S., prohibits a motor vehicle insurer or their agent from:

- Requiring that appraisals or repairs to motor vehicles be made or not be made by a specific motor vehicle repair business.
- Representing to a claimant that the use of or the failure to use a particular repair business may result in nonpayment or delayed payment.
- Coercing, or inducing by incentive, a claimant to use a particular business for repairs.
- Contracting with an agent to manage, handle, or arrange repair work for the insurer on the condition a business does claims work at a price established by the insurer and the agent retains a percentage of any compensation paid by the insurer.
- Using disincentives to discourage a claimant from using a repair business.
- Requiring the claimant to travel an unreasonable distance to choose a repair facility.
- Misinforming a claimant to induce the use of a particular repair facility.
- Requiring a third-party claimant to have repairs done by a particular repair business.

#### Requires a motor vehicle insurer or their agent to:

- Supply the claimant with a copy of the estimate when a partial loss settlement is based upon such estimate.
- Confirm that any estimate prepared by or for the insurer to repair damages that are visible or evident at the time of inspection is adequate to restore the motor vehicle within a reasonable time to its condition before the loss.
- Pay for repair services and products based on the prevailing competitive price.
- Disclose to a claimant that the claimant may freely choose any repair business.

Home Office, Bloomington, Illinois 61710

May 20, 2005

- Assume all reasonable costs sufficient to pay for the claimant's repairs less any applicable deductible or reduction for comparative negligence.
- Provide oral or written notice of this law's provisions within three business days after claim is made.
- Promptly pay the cost of the motor vehicle repair less the deductible according to the terms of the insurance policy at no less than the prevailing competitive market price in the same geographic area.
- Disclose any ownership interest in, or ownership by affiliation with, a recommended repair business.

If you believe a State Farm insured was at-fault in a recent accident that damaged your vehicle and you have made a *liability claim*, please understand that by our mailing you this notice State Farm is neither admitting nor denying liability at this time on behalf of its insured. We will investigate the claim and make a decision in the near future.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY



### State Farm Service First Warranty

Mahnke Auto Body Golden, Inc. agrees to perform repairs which serve to restore the damaged vehicle to its preloss condition relative to safety, function and appearance. Mahnke Auto Body Golden, Inc. further agrees to warrant workmanship, including refinishing and sublet repairs, in writing, for a period of not less than one (1) year from the date of completion of repairs.

Presented To:



Vehicle Year:

2004

Make: Toyota

Model: Tacoma

Date of Repair

6/7/05

Authorized By:

[Signature]

Date Authorized:

6/7/05

Warranty Number:

05-12073

Repair Order Number:

12073

# Limited Warranty

presented to:

NAME



Limited Warranty No. CS 12073 Repair Order No. 12073

Vehicle 2004 Toyota Tacoma Date of Repair 6, 7, 05

Authorized By [Signature]

Date of Authorization 6, 7, 05

**THIS LIMITED WARRANTY shall be null and void if the repair is altered, adjusted or tampered with by any person not authorized by the above mentioned Shop. This warranty is not transferable.**

# Mahnke Auto Body Golden

446 Orchard St. • Golden, CO 80401-5531 • Phone (303) 279-4223

## LIMITED WARRANTY

THIS CERTIFICATE assures the repairs to which you and "Mahnke Auto Body Golden" have agreed on Repair Order No. \_\_\_\_\_ have been completed. We guarantee the work performed at "Mahnke Auto Body Golden" so long as said vehicle shall remain under the present ownership. Items on the repair order such as, Sublet Work Or Sublet Labor, are subject to the guarantee of those suppliers. This warranty shall only apply if the defects occurred under normal driving conditions and not where any vehicle has been subjected to accidents, negligence, abuse or misuse. Specifically excluded from this limited warranty is rust coming through the metal scratches and gravel marks acquired from driving conditions. This is a fragmented four part Limited Warranty, and specific additional stipulations pertaining to each fragmented part are stated hereafter:

1. **METALWORK:** "Mahnke Auto Body Golden" provides a Lifetime Limited Warranty against defective workmanship to include welding and the application of materials utilized in making collision repairs against cracking, flaking, pitting, or deterioration. The Shop will, at its sole option, repair and repaint any metalwork warranted hereby.
2. **PAINTING, STRIPES AND DECALS:** "Mahnke Auto Body Golden" provides a Lifetime Limited Warranty on painting-related priming and painting work against solvent blistering, peeling, hazing and excessive loss of pigmentation, and, a Lifetime Limited Warranty on the application and adhesion of decorative stripes and decals, excluding defects which are caused by extreme environmental conditions to which the vehicle may be exposed. The Shop will, at its sole option, reprime, repaint, re-stripe or re-decal the specific section or sections of the vehicle warranted hereby. Paint Warranty is valid only when paint is applied over original factory finishes that are free of defect.
3. **MECHANICAL REPAIRS:** "Mahnke Auto Body Golden" provides a Lifetime Limited Warranty on all mechanical repairs pertaining directly to original collision damage, excluding suspension, air conditioning or other electrical assemblies or components. The Shop will, at its sole option, re-repair any mechanical assembly or component warranted hereby.
4. **PARTS:** "Mahnke Auto Body Golden" guarantees that parts or materials used are of the first quality. Those parts or materials are subject to the guarantee of that supplier. We will assist you in handling any claim under the supplier's guarantee. We guarantee that used parts or other than original equipment manufactured parts were not used without authorization from you as noted on the Repair Order.

SPECIFICALLY EXCLUDED are incidental costs, such as towing fees, car rental charges, travel expenses, or assemblies and components which are not specifically covered by this LIMITED WARRANTY, nor are consequential damages such as damage to other assemblies and components resulting from a defective part or installation of such part installed or repaired during the repair included in this LIMITED WARRANTY.

This LIMITED WARRANTY shall not be varied, supplemented, qualified or interpreted by any prior course of dealings.

HEIN-WERNER COMPUTERIZED VEHICLE MEASURING SYSTEM  
RESULTS PRINTOUT

Mahnke Collision Center  
14700 W. Colfax  
Golden, CO. 80401

Telephone: 303-279-3311

Fax:

303-278-8150

Damage Report 07-Jun-2005

For: [REDACTED]

Job No: 12073  
Registration:  
Mileage: 5686  
Date: 07-Jun-2005  
Operator: SCOTT  
VIN:

Tel:

Fax:

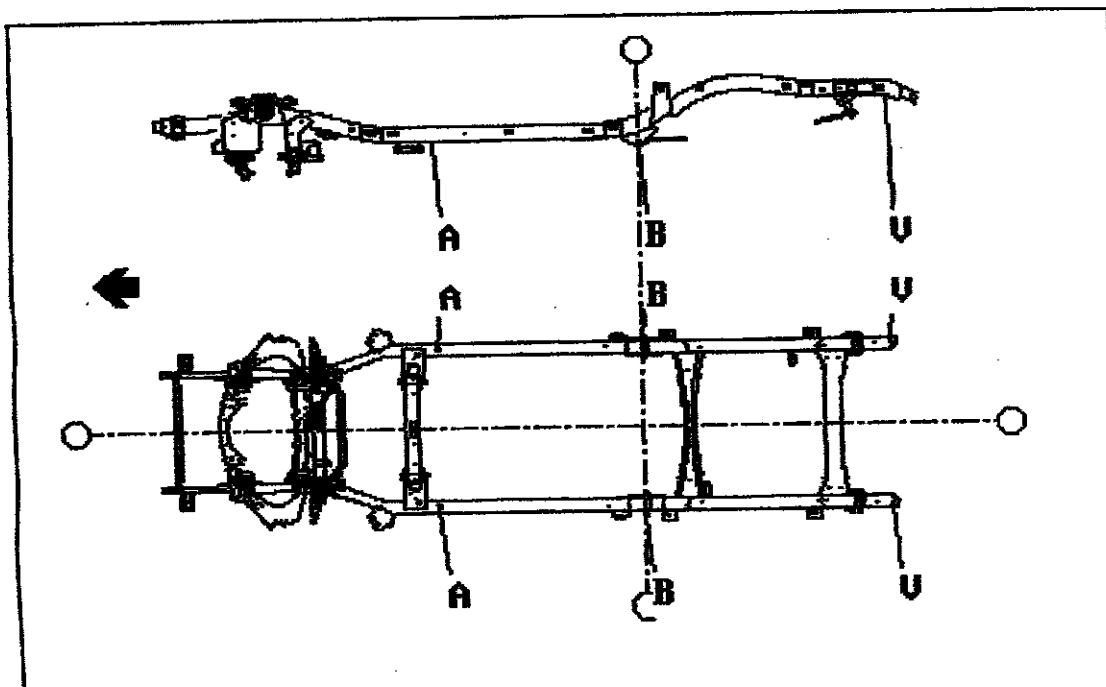
Insurance Company: STATE FARM

Ref:

Assessor:

Notes:

Toyota Tacoma Pickup Xtracab SB 4WD 2001-2004  
Hein-Werner Reference: A087542/00



Toyota Tacoma Pickup Xtracab SB 4WD 2001-2004  
 Hein-Werner Reference: A087542/00

PS Description	LENGTH	WIDTH	HEIGHT	Comments	Units
BL Leaf Spring Mountin Bolt Head	Devi	0	0	0	
BR Leaf Spring Mountin Bolt Head	Devi	0	0	0	
AL Frame Rail Hole 16X16	Devi	0	0	0	
AR Frame Rail Hole 16X16	Devi	<2	0	0	
VL Frame Rail Slot 27X30	Devi	0	-2	0	
VR Frame Rail Slot 27X30	Devi	0	1	+3	
Additional Comments					

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**Work Order ID** R001126  
**Customer Number** 1030  
**Time Printed** 7/11/05 3:46 PM

**Toyota Truck (2001- ) : Tacoma 4X4 : 2001-04 : Xtra Cab V6 : Off-road package**

**Front : Left**

Actual	Before	Specified Range
		-0.7° 0.9°
		1.3° 2.8°
	-0.16"	-0.08° 0.12°
		9.9° 11.4°
		9.3° 12.3°
121.3in	121.3in	
-0.28°	-0.28°	

**Front : Right**

Actual	Before	Specified Range
		-0.7° 0.9°
		1.3° 2.8°
	0.23°	-0.08° 0.12°
12.4°	12.4°	9.9° 11.4°
		9.3° 12.3°
122.9in	122.9in	
-0.06°	-0.06°	

**Camber**  
**Caster**  
**Toe**  
**SAI**  
**Included Angle**  
**Turning Angle Diff.**  
**Wheelbase**  
**Body Wheel Offset**  
**Lateral Offset**

**Front**

**Cross Camber**  
**Cross Caster**  
**Cross SAI**  
**Total Toe**  
**Cross Turn Diff.**  
**Set Back**  
**Wheelbase Difference**  
**Track Width Diff.**  
**Body Angle**  
**Track Width**  
**Body Wheel Set Back**  
**Body Roll**

Actual	Before	Specified Range
		-0.5° 0.5°
		-0.5° 0.5°
-2.2°	-2.2°	-0.5° 0.5°
		-0.17° 0.23°
-0.67°	-0.67°	
1.41°	1.41°	
-0.33°	-0.33°	
60.3in	60.3in	

**Rear : Left**

Actual	Before	Specified Range
-0.1°	-0.1°	
0.06°	0.06°	

**Rear : Right**

Actual	Before	Specified Range
0.0°	0.0°	
-0.17°	-0.17°	

**Camber**  
**Toe**  
**Body Wheel Offset**

**Rear**

**Cross Camber**  
**Total Toe**  
**Thrust Angle**  
**Set Back**  
**Axle Offset**  
**Track Width**  
**Body Wheel Set Back**  
**Body Roll**

Actual	Before	Specified Range
-0.1°	-0.1°	
-0.12°	-0.12°	
0.11°	0.11°	
0.75°	0.75°	
0.11°	0.11°	
59.6in	59.6in	



# 2004 Owner's Manual

For your safety and comfort,  
read carefully and keep in the vehicle.

## TOYOTA TACOMA

### FOUR-WHEEL DRIVE MODELS AND PRE RUNNER

mm (in.)

	Regular cab models	Xtra cab models	Double cab models
Overall length	4685 (184.4)	5155 (203.0)	5155 (203.0)
Overall width	1690 (66.5) <sup>*1</sup> 1785 (70.3) <sup>*2</sup>	1690 (66.5) <sup>*1</sup> 1785 (70.3) <sup>*2</sup>	1785 (70.3)
Overall height <sup>*3</sup>	1720 (67.7) <sup>*1</sup> 1750 (68.9) <sup>*2</sup>	1715 (67.5) <sup>*1</sup> 1745 (68.7) <sup>*2</sup>	1715 (67.5) <sup>*1</sup> 1745 (68.7) <sup>*2</sup>
	2625 (103.3)	3095 (121.9)	3095 (121.9)
Front tread	1460 (57.5) <sup>*1</sup> 1500 (59.1) <sup>*2</sup>	1460 (57.5) <sup>*1</sup> 1500 (59.1) <sup>*2</sup>	1460 (57.5) <sup>*1</sup> 1500 (59.1) <sup>*2</sup>
Rear tread	1455 (57.3) <sup>*1</sup> 1495 (58.9) <sup>*2</sup>	1455 (57.3) <sup>*1</sup> 1495 (58.9) <sup>*2</sup>	1455 (57.3) <sup>*1</sup> 1495 (58.9) <sup>*2</sup>

\*1: With P225/75R15 tires

\*2: With P265/70R16 tires

\*3: Unladen vehicle

# State Farm Insurance Companies®



July 29, 2005

South Denver Operations Center  
P. O. Box 339408  
Greeley, CO 80633-9408

[REDACTED]  
[REDACTED]  
Denver, CO [REDACTED]

Claim Number: [REDACTED]  
Date of Loss: May 18, 2005

Dear: [REDACTED]

Thank you for discussing your concerns with me on July 22, 2005.

Per our discussion, you believe your vehicle's frame is out of alignment. We are willing to have your vehicle frame measured again at Mehnke Collision Center with a State Farm reinspector, or you will need to take your vehicle to a repair facility of your choice and authorize for the frame to be measured at your expense. If the repair facility finds the frame measurements are outside the original manufacturer's specifications the shop will need to notify State Farm® and we will send a reinspector out to inspect the vehicle while it is still up on the frame equipment. If we agree additional repairs are needed, then we will re-evaluate your claim at that time and reimburse you for the cost of the inspection.

We will be happy to review any information you provide concerning diminished value to your vehicle. We will also be happy to re-inspect your vehicle if you believe you have additional damage.

I have enclosed the damage report from Mahnke Collision Center. The report shows the measurements of your frame are within the tolerance levels for your type of vehicle. If you have any questions please give me a call at 303-264-1702. We look forward in hearing from you.

Sincerely,

Kevin Hanson  
Team Manager  
303-264-1702  
State Farm Insurance



DESCRIBE ACCIDENT (MASSIVE)

VEH #1 WAS TRAVELING E/W WITH AVE IN THE #3 LANE AT GARLAND ST,  
LANE #1 AND #2 WERE CLOSED DUE TO ROAD MAINTENANCE. VEH #1  
FAILED TO SLOW FOR STOPPING TRAFFIC AND REAR ENDED VEH #2  
(SPORTSMAN), CAUSING MODERATE TO EXTENSIVE DAMAGE.  
NO INJURY, NO AIRBAG DEPLOYMENT.

NO DIAGRAM.

[REDACTED]  
[REDACTED]  
DENVER, CO. [REDACTED]

Wednesday, August 10, 2005

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES  
SOUTH DENVER OPERATIONS CENTER  
P. O. BOX 339408  
GREELEY, CO 80633-9408

**ATTENTION: MR. KEVIN HANSON**

Claim Number: [REDACTED]

**SUBJECT: Response to your letter of July 29, 2005**

Dear Mr. Hanson,

In response to your letter, dated July 29, 2005, YES, my vehicle's frame is damaged and bent out of the Original Toyota Factory Alignment Specifications. This unrepaired frame damage was first brought to my attention by Mr. Jason Mondragon, of Mahnke Collision Center, (M.C.C.), after their examination of my vehicle's frame. M.C.C. used their very sophisticated and specialized, *Hein-Werner Computerized Vehicle Measuring System*. (See the "*Hein-Werner Computerized Vehicle Measuring System Results printout of 07 JUNE, 2005.*") At the time Mr. Mondragon informed me of the frame damage; he also stated there was "no attempt to repair the damage because it was within specifications, less than 5 millimeters". However he did not show me any printed Toyota Specification Manual substantiating his claim the damage was/is within Toyota Factory specifications. My question is this; who's specifications is M.C.C. and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANIES, (S.M.F.A.I.C.) using, if not Toyota Factory Specifications? Please provide me with printed copies of any printed document listing of Toyota Factory Specifications that were used by M.C.C. to obtain specifications and/or existing published frame damage tolerances allowed by TOYOTA? Let me point out M.C.C. is an S.F.M.A.I.C. "Authorized Collision Repair Facility." If M.C.C.'s, *Hein-Werner Computerized Vehicle Measuring System* was/is Certified, Calibrated and Operated by, a "Certified" Frame Technician, why is are you even questioning the results showing unrepaired frame damage to my vehicle? S.F.M.A.I.C. own approved collision repair center was the origin of the original printout of frame damage data. *As a matter of fact, I question M.C.C.'s, CERTIFICATION, CALIBRATION, and ACCURACY of the Hein-Werner Computerized Vehicle Measuring System equipment itself, as well as the alleged CERTIFICATION of the Technician (identified only as "Scott" on the printout) of the Hein-Werner Computerized Vehicle Measuring System.*

Your instructions to me written in your correspondence of July 29, 2005 instruct me to either return to M.C.C. or find another shop at my expense poses a financial "disincentive" to this Claimant to find another objective frame shop, such as Burt

Chevrolet Body Shop and have the vehicle setup on yet another Frame Machine, measure the frame, then call for a S.F.M.A.I.C. "Reinspector" to be sent out at his or her leisure to establish what we already know, my frame is bent and the axles are out of alignment. M.C.C. failed to bother to inspect and properly repair my vehicle the first time they had the opportunity to make proper repairs and to evaluate the frame and axle damage. I no longer have any trust in M.C.C. work practices. I believe S.F.M.A.I.C.'s requirement of me to return my vehicle to the same shop or again bare the expense for another costly frame inspection may be in violation of 10-4-18 C.R.S.. I have already paid \$45.00 for the Lakewood Alignment inspection and front wheel alignment which was not fully adjustable without major work being done.

10-4-18 Colorado Revised Statute (C.R.S.) prohibits the vehicle insurer or their agent from:

- *Requiring that appraisals or repairs to motor vehicles be made or not be made by a specific motor repair business.*
- *Using disincentives to coerce a claimant from using a repair business.*

One thing I might add concerning the Original Damage Estimate is that Mr. Mondragon performed the entire Damage Estimate by himself. However the Repair Estimate from M.C.C. lists the "Adjuster" as a person named Kelly Barrera. I have never seen or met a Kelly Barrera in any capacity during the M.C.C. Damage Estimate or since. I have reason to believe Kelly Barrera never evaluated my vehicle at all. I observed Mr. Mondragon throughout the entire estimate process including the photography of my vehicle's obvious cosmetic damages. I question the State Licensing and/or certification of Mr. Mondragon to perform independent vehicle damage appraisals.

I have already paid for one Objective secondary computerized frame analysis. A frame/alignment inspection of my vehicle which confirms the un-repaired damage was performed by Lakewood Alignment Service on July 11<sup>th</sup>, 2005. I even went ahead and paid out of my own pocket for the front end to be aligned as accurately as possible considering the existing frame damage which was causing my steering wheel to be "off-center" while driving. I did this for Safety reasons as well to get a second opinion of the vehicles frame damage. The technician "Dennis" said the Right Front Alignment was not within specifications and it would be difficult to repair (if it could be repaired at all). He also pointed out the axles have unequal distance on both sides of my vehicle. The Right side measures 122.9 inches. The left side measures 121.3 inches. A deviation from Toyota Factory Specifications of +.8 inches on the Right, and -.6 inches on the Left. Indicating a total overall misalignment of 1.6 inches. The Toyota Factory Specification calls for 121.9 inches equally on both sides of the vehicle.

Requiring me to return my vehicle to M.C.C. or paying for another shop to perform a third frame inspection is unreasonable after receiving the printed results of M.C.C.'s very *sophisticated and specialized, Hein-Werner Computerized Vehicle Measuring System and makes no sense to me*. Not to mention the fact M.C.C. had the opportunity to make repairs to my vehicle's frame while in their shop however they chose not to even attempt a proper frame repair. When I brought the vehicle to

**M.C.C., I specifically insisted on a frame examination and wheel alignment, both of which Mr. Mondragon agreed to perform. I am not the originator of this printed frame damage information, nor was I invited to witness the frame examination, nor was I, at any time, invited to inspect work performed or in progress until Mr. Mondragon called me to say the work was "finished and ready to pick up.", although in fact the vehicle frame never was repaired properly and there was the issue of the mysterious "missing bolt". Evidently NO wheel alignment was ever performed at M.C.C. otherwise the axle misalignment issue would likely have been discovered during the inspection process. Now S.F.M.A.I.C. wants me to submit to a "RE-INSPECTOR" to witness the same inspection again performed by M.C.C. the very people who did not even attempt a repair of my misaligned frame and axles.**

**I believe it would be in S.F.M.A.I.C.'s best interest to stipulate to another objective third party frame examination entirely at S.F.M.A.I.C.'s expense by Burt Chevrolet Body Shop in consideration of the fact I have already taken my vehicle to Lakewood Alignment for a Second Objective Opinion which documents additional frame/axle misalignment than was originally disclosed to me by M.C.C..**

**Only after taking my vehicle to Lakewood Alignment Service (an objective and disinterested party using very sophisticated and very accurate Hunter Computerized Alignment Equipment) was I informed that the wheelbase was not equal as Toyota Specifications demand. Nor was the wheel alignment within specifications as Mr. Mondragon said it would be. I do not believe M.C.C. ever took my vehicle axle positions into consideration at all during the frame inspection and alleged wheel alignment.**

**I personally have 35 years of experience in the aircraft, automotive, Law Enforcement & Emergency Vehicles, heavy equipment and Mass Public Transportation fields as a mechanic and mechanic inspector for organizations such as the U.S. Navy, the Regional Transportation District and the National Park Service (U.S. Federal Government). It has been my personal experience that ALL VEHICLE MANUFACTURERS SPECIFICATIONS, WARRANTIES AND TOLERANCES ARE PUBLISHED BY THE VEHICLE MANUFACTURER. No other non-Factory specifications or tolerances are approved by most vehicle manufacturers. At the time I purchased my vehicle I also purchased the following Toyota Factory Maintenance Manuals:**

**2004 TOYOTA REPAIR MANUALS VOLUMES 1 AND 2**

**Part numbers: RM1090U1  
RM1090U2**

**And 2004 TOYOTA ELECTRICAL REPAIR MANUAL**

**Part number EWD565U**

**I have thoroughly searched these Toyota Factory Repair Manuals and have found NO discussion of tolerances for any degree of acceptable collision frame or chassis damage left un-repaired. I have also searched the Internet for any available published specifications with no result to date.**

**Regardless of the degree of frame damage resulting from the May 18<sup>th</sup>, 2005 collision caused by your insured who was cited for "Careless Driving." The fact**

remains there is frame, axle and wheel misalignment and damage caused by said accident and left un-repaired by M.C.C. which is a "Approved" S.F.M.A.I.C. collision repair facility. If I am not justly compensated properly for the Actual Cash Value of my vehicle in its near perfect condition prior to the collision, I will lose a substantial amount of Actual Cash Value from its "LIKE NEW" condition prior to the collision. If I were to sell this truck "as is" today with its existing frame damage regardless of whether it is considered "within specifications", with frame straightened or not, the fact remains the frame has been subjected to physical forces that likely compromise the Toyota Factory designed strength, stability and safety of the vehicle. No reasonable person will buy a vehicle with any fully disclosed existing frame damage at FULL Actual Cash Value prior to the collision! I have called Toyota Dealers and was told Toyota will NOT certify a used vehicle as a "CERTIFIED TOYOTA USED CAR" with ANY existing frame damage, regardless of whether its "within" Specifications or not. This will seriously diminish Actual Cash Value.

I have contacted Burt Chevrolet Body Shop on August 9<sup>th</sup>, 2005 to request an additional "objective" frame and axle evaluation. Burt Chevrolet has one of a few "Toyota Certified" body/frame shops in the Denver Area equipped to evaluate frame damage that is compared to Official Toyota Specifications. They have Toyota factory specifications programmed into their sophisticated and certified, Genesis Frame machines. I spoke with Mr. Joe Madrid, Service Dept., informing him of the issues involved and informed him that S.F.M.A.I.C. is demanding the presence of their "Reinspector" while the vehicle is still on the frame machine. Mr. Madrid explained to me Burt Chevrolet has a very busy shop and it is not practical to tie up a frame machine while waiting for the S.F.M.A.I.C. "reinspector" to arrive at the shop. He said their Frame equipment prints out the final report indicating any damage or deviation from Toyota Factory Specifications. I believe Burt Chevrolet is the best possible choice for the additional objective damage evaluation. The reinspector is invited to go to Burt Chevrolet at the time I take the vehicle in for the reinspection. The reinspector will just have to wait for the frame inspection to be setup like the rest of the customers do if they want to be present at the inspection.

Additionally, Ms. Deborah Shannon of the Greeley S.F.M.A.I.C.'s, originally agreed to reimburse my Damage Waiver Expenses with Hertz in the amount of approximately \$171.22 and any of my Medical Deductible Amount of my health insurance. To date I have not received this reimbursement money for the Hertz issue, as agreed to by Ms. Deborah Shannon. (Note: I have not submitted my health care receipt(s) to S.F.M.A.I.C. because my insurance company has not processed it yet.)

#### Warranty Issues:

The vehicle's Factory Warranty is also now in question:

- My Toyota Factory Warranty may no longer be a "Full Factory Warranty."
- Prior to the collision with your insured on May 18<sup>th</sup>, 2005 my Toyota Factory Warranty was a FULL WARRANTY:

**New Vehicle limited Warranty:**

Basic:	36 months / 36,000 miles
Powertrain:	60 months / 60,000 miles
Restraint System:	60 months / 60,000 miles
Corrosion Protection:	60 months / unlimited miles

**Emission Control Warranty: (Federal)**

Performance:	24 months / 24,000 miles
Specific Components:	96 months / 80,000 miles
Defect:	36 months / 50,000 miles
Specific Components:	96 months / 80,000 miles

What I have now is the "**State Farm Service First Warranty**"

**This Warranty States:** "Mahnke Auto Body Golden, inc. agrees to perform repairs which serve to restore the damaged vehicle to its preloss condition relative to safety, function and appearance. Mahnke Auto Body Golden inc. further agrees to warrant workmanship, including refinishing and sublet repairs, in writing, for a period of not less than one (1) year from the date of completion of repairs.

The "**State Farm Service First Warranty**" involved appears to indicate an undisclosed interest in or Ownership by affiliation between M.C.C. and S.F.M.A.I.C.. This may be a violation of 10-4-618 Colorado Revised Statute (C.R.S.).

**10-4-618 Colorado Revised Statute (C.R.S.)** Requires a motor insurer or their agent to:

- *Disclose any interest in or ownership by affiliation with, a recommended repair facility.*

The Limited Warranty from M.C.C. is also enclosed. It is too lengthy to include in this correspondence.

There is also the issue of the "Implied Warranty" created when Mr. Mondragon informed me with a computer printout that my vehicle's Frame Damage was "Within Specifications" implying my vehicle was SAFE to carry passengers and operate on public street and highways. I relied on his statement being factual until I had my vehicle examined objectively by Lakewood Alignment, Lakewood, Colorado and was told about the frame damage as well as the axle misalignment.

**Please Note:** It is required by the Magnuson-Moss Act of 1975, Pre-Sale Availability Rule that all warranties are made available to a consumer who is about to buy a service or product. At no time was I ever made aware of the existence or language of these warranties or their limited coverage. Neither document bares my signature acknowledging my acceptance of the warranty terms.

- **It is now a common, if not established practice for Insurance companies to report loss damage dollar amounts and types of collisions/losses to Companies such as I.S.O. Claims Search (iso.com), Car Fax and Choice Point Inc. These companies sell and/or provide data on vehicles, property and in some cases people. These types of reports are frequently used by auto retailers and private individuals to appraise the value of vehicles and/or property for sale. Un-repaired Frame Damage is NOT a desirable selling point for any vehicle, to any discerning purchaser. It appears after S.F.A.I.C. repairs cosmetic damage S.F.M.A.I.C. attempts to abandon the injured party by requiring them to jump through "hoops" to pursue a legitimate claim of Diminished Value or Total Damage.**
- **I have only been provided with very brief and vague Warranty Information from S.F.M.A.I.C. and/or M.C.C. repair. I question whether either of the apparently "Joint Warranties" comply with the Magnuson-Moss Act of 1975. The M.C.C. Warranty bares no Vehicle Identification Number. Neither Warranty includes a Dispute Resolution Clause discussing "Informal Dispute Settlement Procedures" as required by the Magnuson-Moss Act of 1975 I will likely be looking into this issue as well as others concerning my vehicle's warranty status with the Federal Trade Commission.**
- **My original Toyota Factor was transferable to a new owner. M.C.C.'s Limited warranty is not transferable.**
- **Mr. Mondragon assured me all replacement parts installed were OEM parts. However, the invoice reflects the rear bumper was a reconditioned part. This is unsatisfactory to me because I made it clear to Mr. Mondragon that I wanted only OEM parts to be used in repairing my vehicle. Just before I left M.C.C. I was told by Mr. Mondragon, "No aftermarket or reconditioned parts were available on his system so my parts would ALL be new Toyota OEM parts"**
- **Had M.C.C. performed the frame/axle inspection first instead of doing the body work first, they may have seen the frame/axle damage and not proceeded with any more repairs until the misalignment could be properly repaired or the vehicle Totaled.**
- **A large portion of the vehicle's body has now been repainted and/or Clear-Coated (needlessly in my professional opinion.). This effectively voids the Toyota Factory Paint and Corrosion Protection Warranty. It has been my experience that even expertly applied paint jobs seldom hold up like Factory Paint.**
- **There may be other unseen damage involving the drive train, braking, or electrical/electronic systems**
- **The Magnuson-Moss Act of 1975 requires the following "boilerplate" disclosure(s) in every consumer product warranty. Neither of the warranties contain this required notice:**

**"This warranty gives you specific legal rights, and you may also have other rights which vary from state to state."**

**S.F.M.A.I.C.'s (unsigned) correspondence to me dated May 20, 2005 clearly quotes 10-4-618 Colorado Revised Statute C.R.S.**

**10-4-618 Colorado Revised Statute (C.R.S.) prohibits the vehicle insurer or their agent from:**

- ***Requiring that appraisals or repairs to motor vehicles be made or not be made by a specific motor repair business.***
- ***Representing to a claimant that the use of or failure to use a particular repair business may result in nonpayment or delayed payment.***
- ***Coercing, or inducing by incentive, a claimant to use a particular repair business for repairs.***
- ***Contracting with agent to manage, handle or arrange repair work for the insurer on the condition a business does claims work at a price established by the insurer and the agent retains a percentage of any compensation paid by the insurer.***
- ***Using disincentives to coerce a claimant from using a repair business.***
- ***Requiring the claimant to travel an unreasonable distance to choose a repair facility.***
- ***Misinforming a claimant to induce the use of a particular repair facility.***
- ***Requiring a third-party claimant to have repairs done by a particular repair business***

**10-4-618 Colorado Revised Statute (C.R.S.) Requires a motor insurer or their agent to:**

- ***Supply the claimant with a copy of the estimate when a partial loss settlement is based upon such estimate.***
- ***Confirm that any estimate prepared by or for the insurer to repair damages that are visible or evident at the time of inspection is adequate to restore the motor vehicle within a reasonable time to its condition before the loss.***
- ***Pay for repair services and products based on prevailing competitive price.***
- ***Disclose to a claimant that the claimant may freely choose any repair business***
- ***Assume all reasonable costs sufficient to pay the claimant's repair less any applicable deductible or reduction for comparative negligence.***
- ***Provide oral and written notice of this law's provisions within three business days after claim is made.***

- **Promptly pay the cost of motor vehicle repair less the deductible according to the terms of the insurance policy at no less than the competitive market price in the same geographic area.**
- **Disclose any interest in, or ownership by affiliation with, a recommended repair facility.**

**\*\*C.R.S. 10-4-618 sections highlighted in yellow are portions of the 10-4-618 C.R.S. that I believe may have been violated in going through the S.F.M.A.I.C. Claim process. There may be additional alleged violations pursuant to other C.R.S.s as well as Federal Law violations.**

**I am not an attorney, nor am I experienced with issues such as these other than I am quite familiar with SAFE fleet vehicle maintenance practices and standards, Department of Transportation (D.O.T.) Safety regulations, as well as the type of work involved maintaining vehicles ranging from automobiles, Emergency & Law Enforcement Vehicles, Fire Fighting Apparatus, heavy commercial vehicles, heavy equipment, Passenger Carrying Mass Transit Vehicles, U.S. Navy Passenger carrying Aircraft and Helicopters. I am fairly familiar with U.S. Department of Transportation National Highway Traffic Safety Administration, (N.H.T.S.A) regulations and with the Liability aspects of fleet maintenance and guaranteeing SAFELY maintained vehicles and equipment always keeping paramount the interest of Public Safety in mind. I will likely be submitting formal complaints to one or more of the above named agencies. To me SAFETY is my greatest concern in this situation. Its unfortunate S.F.M.A.I.C. appears to be less concerned about my Safety or Public Safety than a monetary settlement for my vehicle's damage. For your information, I have contacted The Law Firm of The Honorable Roger Cisneros (Denver District Court Judge 'Retired') for his professional opinion, guidance and advice while negotiating this matter with S.F.M.A.I.C..**

**In the interest of accuracy, clarity and for the future documentation, I respectfully request all communication continue to be in writing as previously agreed by S.F.M.A.I.C. Agent, Ms. Debbie Shannon via our phone conversation of June 30<sup>th</sup>, 2005.**

**I respectfully request proof of formal documentation or certification from S.F.M.A.I.C. stating whether Mr. Kevin Hanson and Ms. Debbie Shannon have the FULL authority to act as "Agents" on behalf of S.F.M.A.I.C. in the interest of negotiating a fair and expedient settlement with me and/or my representative(s). To date, I began negotiating with Ms. Debbie Shannon, but when she and S.F.M.A.I.C. discovered they have a claimant who is not going to simply "roll over and play dead," they switched "Agents" to Mr. Kevin Hanson. In the unlikely event neither of them is authorized to make firm "Stipulations" relating to this negotiation, offers and agreements with this Claimant, I respectfully request that my claim be assigned to such an S.F.M.A.I.C. "Agent" who does have such authority to negotiate on behalf of S.F.M.A.I.C. I will not negotiate further with S.F.M.A.I.C. "Agents" who do not have FULL AUTHORITY to make firm, stipulated, and binding agreements with this Claimant.**

**At this point if an additional frame inspection again substantiates Frame and/or Axle Damage not within Toyota Factory Specifications and not reparable, I demand that**

**my vehicle to be immediately TOTALED. And I am to receive Actual Cash Value (plus any expenses I incur), of my vehicle as equipped prior to the collision. The M.C.C. repair order has several of my vehicles original equipment options listed that are in error.**

**I believe these issues may be resolved via Informal Dispute Resolution Mechanisms put into place by the Magnuson-Moss act of 1975 using organizations like the Better Business Bureau. Although from what I've read, any such agreement would not be binding nor prohibit either party from pursuing formal Court Intervention if a party does not agree with the decision.**

**I believe S.F.M.A.I.C. should immediately stipulate to pay all costs for another rental car for me to drive (except fuel) until these issues are resolved. Including the cost of any Damage Waiver type of coverage, which Ms. Debbie Shannon verbally promised (but not yet paid) to reimburse me for after my 1<sup>st</sup> car rental. I believe it may be in your companies best interest to do so, thereby limiting any additional liability exposure to S.F.M.A.I.C. should another collision occur because of my unrepaired frame/axle damage. I do not feel safe driving a damaged vehicle. It has never handled the same since the collision. When the roads get slick and/or icy who knows how my vehicle will handle. I have instructed my family to pursue litigation in the event I or someone else is injured or killed because my vehicle's frame/axles are damaged and misaligned.**

**Note: Today, Wednesday, August 10, 2005, I spoke with "Jamie", Claims Agent for American Family Insurance (A.F.I.). She advised me how the pursue my damage claim with A.F.I. instead of S.F.M.A.I.C.. She told me that if I go to Burt Chevrolet Body Shop for a final frame examination American Family WOULD NOT require a "reinspector" to be present at the frame inspection as long as a printed readout is generated and copies of all frame inspections are sent to them. She said any deductible I pay would be refundable from S.F.M.A.I.C.. If the damage is not reparable or beyond Toyota Frame/Axle Specifications I can pursue having my vehicle totaled through A.F.I.. Then A. F. I. could recoup money paid to me for my damages by A.F.I. from S.F.M.A.I.C. or from the person who caused the collision.**

**Respectfully,**

**[REDACTED]**

**Cc: U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Colorado State Insurance Commission**

**Colorado State Insurance Commission**

**Federal Trade Commission Bureau of Consumer Protection**

**THE ATTACHMENTS TO THIS  
DOCUMENT HAVE BEEN REMOVED  
TO PROTECT UNWARRANTED  
INVASION OF PERSONAL PRIVACY  
PURSUANT TO EXEMPTION 6 OF  
THE FREEDOM OF INFORMATION  
ACT (FOIA), 5 U.S.C. 552(b)(6).**