Michael and Elana Laham 26841 La Alameda #636 Mission Viejo, CA 92691

25 July 2005

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State Farm Mutual Automobile Company California Reconsideration of Fault Department P. O. Box 619059 Roseville, CA 95661-9059

SUBJECT: Reconsideration of Fault for Accident Policy Number: L347-741-75H Claim Number: 75-A954-439 Date of Accident: March 26, 2005

REFERENCES: (1) Orange County California Sheriff Coroner Traffic Collision Report 05-056677.

- (2) Photos in color from us of our car taken March 26, 2005.
- (3) Photos in black and white from State Farm of our car taken on 1 April 2005.
- (4) 1991 Honda Civic Factory Manual: Bumper display for all 1991 Honda Civics.
- (5) Photo of bumper of a 1991 Honda Civic.
- (6) FAX letter dated 31 March 2005, from Michael and Elana Laham to Pam Wilson, Claims Office, State Farm Mutual Automobile Insurance Company, regarding Accident Report Regarding Accident on 26 March 2005, State Farm Claim Number 75-A954-439, O. C. Sheriff Case Number 05-056677.
- (7) Letter dated 15 July 2005, from James E. Arnold, C.P.C.U. Claim Team Manager to Michael Laham regarding Claim Number 75-A954-439.
- (8) FAX letter dated 10 April 2005, from Michael and Elana Laham to Pam Wilson, Claims Office, State Farm.
- (9) Letter dated 19 April 2005, from Wendy Kaiser, Claim Representative, to Michael and Elana Laham, regarding Claim Number 75-A954-439.

To Auto Reconsideration Team,

The following evidence proves beyond a shadow of any doubt that we could **NOT** have been at fault for the subject car accident.

The police and so-called witnesses told us that a 1991 blue Honda Civic, California License Plate Number 2YAD185, hit our car. See Reference (1) enclosed. However, the subject accident left white paint streaks, **23 inches and 25 inches off the ground,** on the left rear quarter panel of our car. See References (2) and (3) enclosed.

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Auto Reconsideration Team State Farm Mutual Automobile Insurance Company Reconsideration of Fault of Accident, Policy Number: L347-741-75H, Claim Number: 75-A954-439, Date of Accident: 26 March 2005

The 1991 blue Honda Civic, California License Plate Number 2YAD185, could not have made the white wounds on our car because

- 1) According to Reference (1), Traffic Collision Report 05-056677, the 1991 Honda Civic, California License Plate Number 2YAD185, is **blue** in color.
- 2) According to Reference (4), a bumper display from the Factory Manual for 1991 Honda Civics, all 1991 Honda Civic models have the same bumper design. This bumper protrudes completely out in front of the Honda's body, which is also shown in Reference (5), photo of the bumper of a 1991 Honda Civic. Therefore, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, would have blocked the above 1991 Honda Civic's body so that the above 1991 Honda Civic's body could NOT have made any contact with our car.
- 3) According to Reference (1) Traffic Collision Report 05-056677, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, sustained "minor" damage. In addition, if the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, did collide with the rear quarter panel of our car, its bumper could NOT have sustained any substantial damage, because such an impact would be where the 1991 Honda Civic, California License Plate Number 2YAD185, is strong and our car is weak. Therefore, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, is strong and our car is weak. Therefore, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, would have remained intact during the car accident, blocking the above 1991 Honda Civic's body so that the above 1991 Honda Civic's body could NOT have made ANY contact with our car.
- 4) According to Reference (2), our color photos of the wounds that the subject accident made to our car, and also according to what we witnessed and documented on page 3 of Reference (6), the **bumper** of the 1991 Honda Civic, California License Plate Number 2YAD185, is **black** and therefore could **NOT** have made the **white** wounds on our car.

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In Reference (8), State Farm wrongfully and erroneously claims that, according to the State Farm photos, the **paint transfer** shows that the bumper wounds on our car are blue-grey in color and therefore the above Honda impacted our car. This claim is totally false because the 1991 Honda Civic, California License Plate Number 2YAD185, could **NOT** have made any **blue** wounds on our car for the following reasons:

- According to Reference (4), a bumper display from the Factory Manual for 1991 Honda Civics, all 1991 Honda Civic models have the same bumper design. This bumper protrudes completely out in front of the Honda's body, which is also shown in Reference (5), photo of the bumper of a 1991 Honda Civic. Therefore, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, would have blocked the above 1991 Honda Civic's body so that the above 1991 Honda Civic's body could NOT have made any contact with our car.
- 2) According to Reference (1) Traffic Collision Report 05-056677, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, sustained "minor" damage. In addition, if the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, did collide with the rear quarter panel of our car, its bumper could NOT have sustained any substantial damage, because such an impact would be where the 1991 Honda Civic, California License Plate Number 2YAD185, is strong and our car is weak. Therefore, the bumper of the 1991 Honda Civic, California License Plate Number 2YAD185, would have remained intact during the car accident, blocking the above 1991 Honda Civic's body so that the above 1991 Honda Civic's body could NOT have made ANY contact with our car.
- 3) According to Reference (2), our color photos of the wounds that the subject accident made to our car, and also according to what we witnessed and documented on page 3 of Reference (6), the **bumper** of the 1991 Honda Civic, California License Plate Number 2YAD185, is **black** and therefore could **NOT** have made any **blue** wounds on our car.
- 4) State Farm's claim, that Caliber Collision's photos, that State Farm never sent us, show blue-grey paint transfer to our car is not valid because the lighting differs from one set of photographs to another. To prove our point, the photos of our car show the bumper wounds to be grey-black in color. See Reference (2). This was due to the fact that we made sure to position our car's wounds so that they were in the sunlight and not shadowed and thereby showed up as their TRUE natural color.

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The following are the reasons why we are the credible party and therefore are NOT at fault for the subject car accident:

- Since the hard evidence of the wounds on our car show conclusively that the blue 1991 Honda Civic, California License Plate 2YAD185, could NOT have hit our car, the so-called witnesses to our car accident who claim that it did are NOT credible.
  - 2) We were the ones who requested that State Farm investigate whether or not there was a camera at the intersection where the car accident occurred. See References (8) and (9). We saw what appeared to us to be a camera. We would not request to see if there was a camera at the intersection where the car accident occurred if we ran a red light and therefore are the liable party.

According to the hard evidence of our car's wounds, the 1991 blue Honda Civic, California License Plate 2YAD185, **DID NOT** hit our car. Then why does the so-called other driver and so-called witnesses insist that they are in a car accident with us?

As we stated back on 31 March 2005 to State Farm in Reference (6), for various reasons we strongly believe that the subject car accident in which we are involved is a scam. However, since the other party failed to hit us with enough impact in order to claim bodily injury and property damages, their scam went awry. Nonetheless, they must continue to claim that they are in a car accident with us so that their scam is not exposed.

We hope that, as you promised, you will carefully review our claim and **make your decision based upon the HARD EVIDENCE – the wounds on our car - not what people say.** The wounds on our car constitute the only hard evidence of our car accident. People do lie, but the wounds on our car cannot lie. The wounds on our car clearly point out that **we** are **NOT** the liable party for this accident, as we explained above. 25 July 2005

Auto Reconsideration Team State Farm Mutual Automobile Insurance Company Reconsideration of Fault of Accident, Policy Number: L347-741-75H, Claim Number: 75-A954-439, Date of Accident: 26 March 2005

If you have any questions regarding the above, please do not hesitate to contact us.

We await your decision.

Sincerely,

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Michael Steven Laham and Elana Laham

Enclosures: (1), Traffic Collision Report 05-056677.

- (2), Photos in color from us of our car taken on March 26, 2005.
- (3), Photos black and white from State Farm taken on April 1, 2005.
- (4), 1991 Honda Civic Factory Manual: Bumper display.
- (5), Photo of bumper of a 1991 Honda Civic.
- (6), FAX letter dated 31 March 2005.
- (7), Letter dated 15 July 2005.
- (8), FAX letter dated 10 April 2005.
- (9), Letter dated 19 April 2005.

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