

June 20, 2008

Milwaukee City Clerk
200 East Wells Street
Room 205
Milwaukee, WI 53202

Re: Milwaukee City Clerk
Claim # 08-S-164

To whom this may concern:

I have received the letter that the City of Milwaukee has issued to deny my claim in the amount of (\$386.47). I (*Lovie Pate-Kaufert*) do not agree with the decision, and would like to further address this matter with a formal hearing of appeal at the City of Milwaukee's earliest convenience.

The city potholes on (*South bound Teutonia Avenue between Florist & Mill Road*) were in fact there when I was traveling on (*February 7, 2008*). The city received multiple complaints and then the problem was fixed (*February 11, 2008*). My damages were done prior to the fix which does leave the city at fault and responsible for the costly damages on the vehicle. If the potholes / or the street were patched up before the City of Milwaukee allowed consumers to travel on the constructed site the damages would not exist, but that is not in fact what the case is. The damages were done due to negligence of opening a street under construction to the public before it was safe enough to prevent these types of accidents.

The problem was fixed after the damage was done to my vehicle, and because it was taken care of does not mean that the City of Milwaukee has the right to not reimburse me for my damages. The vehicle is still parked in my garage, and unable to be driven or fixed with my finances alone.

Thank you

Lovie Pate-Kaufert
Love Pate-Kaufert

CITY OF MILWAUKEE
2008 JUN 26 AM 9:45
RONALD D. LEONARD
CITY CLERK

CITY OF MILWAUKEE
RECEIVED
2008 JUN 26 PM 3:43
OFFICE OF
CITY ATTORNEY

CITY OF MILWAUKEE

FEB 29 PM 3:37

February 9, 2008

D. D. LE
CITY OF

To whom this letter may concern:

My name is **Lovie Pate-Kaufert**, and I live at: **5531 N. 20th street, Milwaukee WI 53209**. As requested I am sending this letter in regards to an incident on a Milwaukee city bridge that caused my car damages.

Brief Description:

On **February 7, 2008** at precisely **04:10pm**, I was driving through construction on a city bridge between **Teutonia & Florist** and **Teutonia & Millroad** (*I had just picked up my sister (Aileen Crawford) from work on Teutonia and GreenTree Rd*). I followed the direction of the construction as displayed on the signs for the city bridge, and there was a pothole in the street that was unavoidable due to the lane tight closure. My tire fell in the enormous hole, and I had to stop the car. I got out the car to find that the front passenger tire was busted. I called my dad (**Benjamin Mata-Torres**) to come and take the spare off the bottom of my van (*95 Ford Windstar*) so that he could replace the tire. He looked under my van to view the damages, and told me that the pothole caused my front spring to bust, and to puncture the front passenger tire. He was able to replace the tire, but advised me that the spring was about 1in. away from the tire, and to drive home without hitting any bumps, because it will cause the spring to puncture the tire again. I did drive the car (*15 mph*) directly home, and arrived there at about 05:35pm. The car is still located in my drive way, where it will have to stay until the repairs are made to the vehicle.

Included with this letter are two estimates for the damages. Please view and contact me at your earliest convenience at: (414) 517-1807

Sincerely,

Lovie Pate Kaufert
Lovie Pate-Kaufert

CITY ATTORNEY

FEB 29 PM 3:37

PS - SEARS and Quiet Zone stated that the vehicle is undrivable @ this time.

QUIET ZONE ESTIMATE

Not a Receipt

PLEASE PRINT:

Name Lovir Pate
 Address 5531 N 20th Street
 City Milwaukee State WI Zip 53209
 Phone (H) 414 517 1807 (W) 414 247-1422

Date 2/28/08 Time: In 8:00 a Out 8:30

Year/Make of Car <u>95 WJ Mustang</u>	Model <u>Ford</u>	Engine Size	Mileage
License/VIN Number		Method of Payment Cash <input type="checkbox"/> Credit Card <input type="checkbox"/>	

PART	CONDITION	QTY	PART NUMBER	PRICE
Gasket	OK	NG		
Exhaust Pipe	OK	NG		
Exhaust Pipe	OK	NG		
Connector Pipe	OK	NG		
Connector Pipe	OK	NG		
Resonator	OK	NG		
Resonator	OK	NG		
Tail Pipe	OK	NG		
Tail Pipe	OK	NG		
Clamps	OK	NG		
Hangers	OK	NG		
Chrome Tips	OK	NG		
Shocks-Front	OK	NG		
Shocks-Rear	OK	NG		
Other	OK	NG		
		1	171970	499.00

All parts new unless otherwise specified

LABOR 49.00
 SUB-TOTAL _____

You are entitled to a price estimate for the repairs you have authorized. The repair price might be less than the estimate, but will not exceed the estimate without your permission.

I acknowledge receipt of the written estimate. Proceed with repairs but call me if price will exceed \$ _____
 I do not want an estimate.

MUFFLERS	CONDITION	QTY	PART NUMBER	PRICE
One Year	OK	NG		
One Year	OK	NG		
Lifetime	OK	NG		
Lifetime	OK	NG		

Additional repairs authorized by:

Do you want replaced parts?

Yes No

Date _____ Time _____ No. Called _____ Revised Estimate _____

ONE YEAR 548.99
 LIFETIME 548.99
 SUB-TOTAL 548.99
 DISCOUNT 30.00
 REVISED SUB-TOTAL 518.99
 TAX 59.00
 BRAKE TOTAL 577.99
 TOTAL ESTIMATE 577.99

X

 Customer Signature

Customer _____ Year 95 Make Ford Model Mustang Date _____
 VIN _____ Odometer _____ ABS Road Test
 AWD 4WD 1/2 Ton 3/4 Ton 1 Ton TPMS

NOTE: Provide additional vehicle information in COMMENTS section on reverse side.

Quick Check - Under Hood

<input checked="" type="checkbox"/>	Item/Part	Findings			Suggest	Required
	Air Filter / Cabin	Dirty	Missing	Damaged	<input type="checkbox"/>	<input type="checkbox"/>
	Belts / Hoses	Cracks	Frayed	Glazed	<input type="checkbox"/>	<input type="checkbox"/>
	Wiper Blades	Cracked	Streaking		<input type="checkbox"/>	<input type="checkbox"/>
	Lights	Headlamp Reverse	Tail Lamp	Turn Signal	<input type="checkbox"/>	<input type="checkbox"/>
	Fluid Levels	Oil	Brake	Trans	<input type="checkbox"/>	<input type="checkbox"/>
		Power Steering	Low	Coolant Overfilled		
	Battery	Age	Corroded	Cable/Ends	<input type="checkbox"/> DieHard Service	

Oil Change Service

Installation of new filter and up to 5 quarts of oil
 Lubrication of chassis (if applicable)

	Brake Fluid	Low		Additional Quarts	<input type="checkbox"/>
	Visual Tire Inspection	Condition			<input type="checkbox"/>
	Anti Freeze	Fluid Level	Low		<input type="checkbox"/>
		Freeze Point	Fail		<input type="checkbox"/>
		Corrosion Protection	Fail		<input type="checkbox"/>

Coolant Exchange Service

	Leakage	Hose	Other	<input type="checkbox"/>	<input type="checkbox"/>
	Pressure Cap	Faulty		<input type="checkbox"/>	<input type="checkbox"/>
	Hose	Cracks	Clamp	Other	<input type="checkbox"/>

A/C Service

Capacity Recharged Electronic Leak Detection with dye

	Leakage	Hose	Other	<input type="checkbox"/>	<input type="checkbox"/>
	Vent Temperature	Initial	Final	<input type="checkbox"/>	<input type="checkbox"/>
	Service Ports	Caps	O-rings	<input type="checkbox"/>	<input type="checkbox"/>

Fuel System Cleaning

	Check Engine Light	Illuminated	Code(s)	<input type="checkbox"/> Reset Code(s)
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Trans Fluid Exchange

< 12 Quarts > 12 Quarts

	Leakage	Oil	Trans	<input type="checkbox"/>	<input type="checkbox"/>
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DieHard Service

Date Code

<input checked="" type="checkbox"/>	Item/Part	Findings			Suggest	Required
	Battery Test	Bad	Charge and Retest	Battery Good	<input type="checkbox"/>	<input type="checkbox"/>
	Starting System Test	Vehicle Started OK	In-Depth Starter Test Needed		<input type="checkbox"/>	<input type="checkbox"/>
	Charging System Test	Charging System OK	Charging System Inoperative		<input type="checkbox"/>	<input type="checkbox"/>
	Belt Tensioner	Noisy	Damaged		<input type="checkbox"/>	<input type="checkbox"/>
	Battery Cable / Ends	Positive	Frayed	Broken	<input type="checkbox"/>	<input type="checkbox"/>
		Negative	Frayed	Broken	<input type="checkbox"/>	<input type="checkbox"/>
	Battery Tray / Hold Down	Missing	Damaged		<input type="checkbox"/>	<input type="checkbox"/>

CUSTOMER INFORMATION		TAG #	VEHICLE INFORMATION YEAR / MAKE / MODEL		INITIAL ESTIMATE	REVISED ESTIMATE	CREATED BY																																															
NAME: ADDRESS: CITY/ST/ZIP: PATE, LOUIE HOME PHONE: 1048 N 28TH ST MILWAUKEE, WI 53208			LICENSE # 1395 FORD TRUCK WINDSTAR VL-183 2.0L	COLOR TEAL	PARTS		530794																																															
STORE INFORMATION 6770 - SEARS 5900 N Fort Washington Rd Milwaukee, WI 53217 (414) 921-5128			V.I.N. 2911TN	LOCATION TIME IN TIME OUT	LABOR \$0.00	\$239.99	INVOICED BY																																															
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REFERENCE NUMBER	PRINTED		167574		TAX \$0.00	\$0.00																																																
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YOU ARE ENTITLED TO RECEIVE REPLACED AND REMOVED PARTS, OTHER THAN EXCHANGED OR WARRANTED PARTS WHICH WILL BE AVAILABLE FOR YOUR INSPECTION. TO OBTAIN FULL WARRANTY BENEFITS, YOU MUST PRESENT YOUR RECEIPT AND THE DEFECTIVE PRODUCT OR THE VEHICLE ON WHICH THE SERVICE WAS PERFORMED.

SERVICE WARRANTIES

GENERAL AUTOMOTIVE SERVICE WARRANTY

Except as stated separately in this invoice, we warrant all automotive services performed and related parts installed against defects in materials and workmanship for 6 months or 6,000 mi after your purchase of such services and parts, whichever occurs first. If any such part or service fails during this period, we will, at our option, repair or replace any malfunctioning part and/or re-perform the service, all at no charge to you. These warranties apply only to the original purchaser.

ALIGNMENT WARRANTY

If the tires on the vehicle described on the front of this invoice experience uneven wear or if the alignment of this vehicle is outside the vehicle manufacturer's specifications within 6 months or 6,000 miles after your initial purchase of an alignment, whichever occurs first, we will perform another alignment free of charge. This alignment warranty does not apply to vehicles used for racing, having altered suspensions, showing signs of defective mechanical parts or abuse, or having suspension work performed by other persons or companies during the warranty period.

BRAKE SERVICE WARRANTY

Brake Service Warranty: We warrant all services performed and parts installed as indicated on the front of this invoice from the date of the original purchase. If any part or service included in this service fails during this period, we will, at our option, repair or replace any malfunctioning part and/or re-perform the service to remedy this failure, all at no charge to you.

Exclusions: These brake warranties do not cover any parts other than those itemized as part of the brake service on the front of this invoice. These brake warranties do not apply to any vehicle driven under unusually hazardous conditions (e.g., racing, off-roading).

PERFORMANCE BALANCE SERVICE WARRANTY

Services and Term: This Performance Balance Service entitles you to obtain wheel balancing service at no additional charge whenever you experience a vibration, unusual wear or any other type of ride complaint. This Balance ends for each Tire upon the first to occur of: (a) you no longer own the vehicle described on the front of this invoice or the Tire is removed from the vehicle or (b) the Tire is worn beyond its original "treadlife," which occurs when 2/32 of an inch or less of tread remains on the Tire.

Exclusions: This Balance does not entitle you to the repair or replacement of any Tire. This Balance Service does not cover rebalancing as a result of service performed by anyone other than us.

Limitations: This Balance Service provides only for the re-performance of balancing services on the Tires and does not entitle you to any other products or services.

GENERAL TERMS

To obtain service under any of the above warranties, return to any Sears Auto Center. You must present your receipt and the vehicle on which service was performed to obtain the warranty services.

WE MAKE NO WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE ON ANY OF THE SERVICES DESCRIBED ON THIS PAGE. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THESE WARRANTIES DO NOT PROVIDE COMPENSATION FOR LOSS OF TIME, LOSS OF USE OF VEHICLE, INCONVENIENCE OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

The warranties on this page give you specific legal rights, and you may have other rights that vary from state to state.

Sears, Roebuck and Co., 3333 Beverly Rd., Hoffman Estates, IL 60179

ROAD HAZARD PLUS AGREEMENT

Warranty Services Provided: This Road Hazard Plus Agreement ("Agreement") entitles you to expanded warranty coverage for the tire or tires listed with the Road Hazard Plus purchase on this invoice ("tire") as follows: (a) repair or replacement, as detailed below, of a tire covered by this Agreement which becomes unserviceable due to normal wear and tear, including Road Hazards, experienced under ordinary driving conditions in the U.S. (a "damaged tire"); (b) mounting, inflating and balancing of the repaired tire, or a replacement tire with a new valve stem as described below, and (c) the right to a 25% discount off the regular price of our alignment service when your tire is repaired or replaced under this Agreement. For purposes of this Agreement, "Road Hazards" are small objects in the roadway that are neither readily visible nor avoidable (e.g., nails, broken glass) and road surface defects (e.g., potholes, uneven pavement) that are typically encountered under ordinary driving conditions in the U.S. This warranty is separate from and in addition to:

- Any manufacturer's warranties against defects in tire design or construction,
- Any mileage or wear-out warranties offered by the manufacturer or us, and
- Our warranties on repair services performed on your vehicle.

Repair/Replacement: If a damaged tire can be repaired, we will repair, balance, inflate and remount the tire for no additional charge. For a tire damaged in the first 25% of its original tread that cannot be repaired, we will replace it and mount, inflate and balance the new tire with a new valve stem, if needed, for no additional charge. For a damaged tire that occurs after the first 25% of its original treadlife, you will receive a credit towards the purchase of a new replacement tire at any Sears Auto Center. Your credit will be determined by the then current selling price of the same tire (or, if no longer available, an equivalent tire), plus the price of mounting, inflating, balancing and valve stem multiplied by the percentage of usable tread remaining on the irreparable damaged tire. If you obtain a warranty adjustment or replacement tire due to a defect in materials or workmanship, your new tire will continue to be covered under this Agreement for the duration of the term.

Term: This Agreement ends for each tire upon the first to occur of: (a) the tire is worn beyond its original "treadlife," which occurs when 2/32 of an inch or less of tread remains on the tire; (b) the tire is damaged beyond repair by a cause other than normal wear and tear (including Road Hazards) experienced under ordinary driving conditions in the U.S.; (c) you receive a replacement tire or credit under this Agreement for a damaged tire that is not repairable; or (d) four years after the date you purchased this Agreement.

Responsible Provider: This Agreement is sold by, and legal and financial responsibility for providing the warranty services to which you are entitled under this Agreement lies with:

Sears, Roebuck and Co., 3333 Beverly Road, Hoffman Estates, Illinois 60179

Owner's Obligations: It is your obligation to ensure that your tire and wheel assemblies are in balance; that your tires are properly inflated; that your vehicle is properly aligned according to the vehicle manufacturer's specifications; and that further damage to a damaged tire is minimized. In addition, you must present your sales receipt showing purchase of the Road Hazard Plus Agreement to obtain any services or compensation under this Agreement.

Exclusions: This Agreement does not provide any services or compensation for: cosmetic damage; any damage or failure from causes other than normal wear and tear, including but not limited to any damage caused by fire; theft; vandalism; abuse; collision; defects in the vehicle; use of tire chains; misalignment; failure to ensure proper mounting, balancing, inflation and of preventive maintenance; or driving under unusually hazardous conditions (e.g., racing, off-roading, dangerous weather). This Agreement is designed to offer you expanded warranty benefits that extend beyond the scope of other warranties that may be offered by the tire manufacturer or us.

Limitations of Liability: This Agreement provides limited repair or replacement of a tire that fails under normal wear and tear (including Road Hazards) and does not include preventive maintenance. Our only liabilities are: (1) to either repair the tire; replace, mount and balance the tire if in the first 25% of treadlife; or give a credit against the purchase of a replacement tire at the first 25% of treadlife and (2) to offer the discount on replacement tire alignment as provided in this Agreement. We will not be liable for any special, incidental or consequential damage.

No Right to Transfer: You may not transfer or assign this Agreement to any other person. This Agreement applies only to the original purchaser of the tire and only as long as the tire is installed on the vehicle specified on the reverse side of this Agreement.

Cancellation Rights: You may cancel this Agreement for any reason at any time by giving notice of cancellation to authorized store personnel at any Sears Auto Center. If you have not obtained any services under this Agreement, you may cancel it within 60 days of purchase, and this Agreement will be void and we will refund 100% of the purchase price. At 60 days, you may cancel this Agreement and receive a partial refund of the purchase price as follows:

Time After Purchase	Percentage of Purchase Price Refunded	Time After Purchase	Percentage of Purchase Price Refunded
61 days to 1 year	25%	2 years to 3 years	10%
1 year to 2 years	15%	3 years to 4 years	0%

In those states where a prorated refund of the purchase price is required, we will make a prorated refund based on the number of months remaining in the 4-year term.

California Residents—If we fail to refund your money within 30 days after you notify us of a cancellation under this paragraph, we are required by law to pay you a penalty of 10% per month on the refund amount.

Purchase Price: The total retail price you paid for this Agreement represents the sum of four annual installment payments, which you have paid up front, in full.