

2237 N. 57 St.  
Milwaukee, WI 53208  
(414) 873-4498

August 30, 2001

RE: Tow # 1091045, File # 01-S-183

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

To Whom It May Concern:

**Subject: Damage to Vehicle Due to Towing**

I am writing to you in response to a letter received from the City Attorney dated July 19, 2001. In this letter my request for reimbursement of damages which were caused by the Milwaukee tow lot was denied based on a PT-27 which indicated that the scratched paint on my vehicle was a pre-existing condition. The letter further states that videotape taken at the tow lot shows the damage present upon entry to the tow lot.

I would like to state the obvious. Let us assume for one minute that the driver who towed my vehicle scratched the paint on my vehicle and then falsified his PT-27 report to show that the damage was already present so that he or she would not be liable. It should go without saying, then, that since you must first load a vehicle and tow it to the tow lot, the damage would appear in your videotape at the tow lot.

I am very familiar with my vehicle and know that the damage to my truck was not present before it was towed. I am asking for the fourth time for a resolution to this problem. The only justifiable resolution would be for the City of Milwaukee to acknowledge that they caused damage to my vehicle and to repair it without further delay.



Jason Harink

CITY OF MILWAUKEE  
2001 SEP - 7 PM 3: 50  
RONALD D. LEONHARDT  
CITY CLERK

CITY OF MILWAUKEE  
RECEIVED  
01 SEP 10 PM 3: 33  
OFFICE OF  
CITY ATTORNEY

Jason Harink  
3817 N. Humboldt Blvd., Apt #4  
Milwaukee, WI 53212  
(414) 962-3463

CITY OF MILWAUKEE

2001 MAY 21 AM 11:23

RONALD D. LEONHARDT  
CITY CLERK

May 16, 2001

City Clerk's Office  
200 East Wells Street  
City Hall, Room 205  
Milwaukee, WI 53202

To Whom It May Concern:

**Subject: Damage to Vehicle Due to Towing**

I am writing to you to request that damages incurred to my vehicle, a green GMC CK 1500 extended cab pick-up VIN# 2GTEK19R7W1551935 with Alberta, Canada license plate # LIES 100, be repaired by whomever is deemed responsible. The issue number for this case is [REDACTED] and the receipt number for payment of towing fees is 646413.

On May 10, 2001 the above mentioned vehicle was towed from the front of my residence at 3817 N. Humboldt Blvd. The vehicle was parked on the west side of the street before it was towed. I had not noticed the "No Parking" signs that were posted on the street and cannot be certain when they were in fact posted. I can only say that I had not noticed them when I had parked the vehicle and that the space, which was occupied by my vehicle, was my usual parking area. I know that ignorance is a fool's plea, so I will dwell no further on that. I am not aware of your policies for posting construction "No Parking" zones. I can only assume that you have followed the proper posting laws and time frames for changing a usual parking zone into a "Tow Away Zone". Nevertheless, my truck was towed and I made every effort to find out where it was and how to retrieve it.

Upon realizing that my vehicle was at the Milwaukee tow lot, I proceeded to retrieve it. When I arrived at the tow lot office, there was a waiting period of approximately one hour before I was aided in retrieving my vehicle. I must now inform you that I am new to Milwaukee and have entered the U.S. on a fiancé visa from the U.S. Immigration office with the intent to marry a citizen of the U.S. I am a citizen of Canada and therefore my vehicle is still registered in Alberta, Canada. I am presently unable to register my vehicle in Wisconsin until all of the immigration papers are finalized and legal. Due to this fact, the official at the tow lot had trouble determining that I was, in fact, the owner of the vehicle and I had some difficulty in retrieving my truck. All of this combined confusion and turmoil did not help with the already stressful situation and when my vehicle was finally released to me I was not in a frame of mind to comprehensively inspect my vehicle. I scanned the driver's side of the vehicle for damages, signed the release form, and was on my way.

I know that the situation may seem shady due to the fact that it took six days to file a formal complaint. I can only tell you that I noticed paint damage to the passenger side tailgate of my truck when I arrived at home on May 10, 2001. Unfortunately, I was unable to contact the tow lot to request what course of action I should take until Monday the fourteenth day of May 2001. Furthermore, after being informed that I had to report back to the tow lot to file a complaint, I did so as soon as I could on Wednesday, May 16, 2001.

I would like to clarify that I did not sign the release form or any other forms without reading them. While reading the forms, I did not see any statement that implied that I was waiving my rights to receive repairs for any damages incurred to my vehicle due to negligence on the part of the tow lot. Nor was there any mention of a limit on the amount of time I had to claim damages that I believe to have been caused by the tow lot.

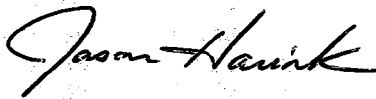
CITY OF MILWAUKEE  
RECEIVED  
MAY 21 11:23 AM  
OFFICE OF THE CITY CLERK

I feel it is important to say that I believe the retrieval process at the Milwaukee tow lot to be substandard. First of all, there is a lengthy waiting period before one is aided in the retrieval of a vehicle. Then, the processing of paper work is a rushed event without thorough explanation of the vehicle owner's rights and the responsibilities of the towing service. Finally, when the vehicle is turned over to the owner, the officials there make no effort to inspect the vehicle with the owner to insure that there have been no damages incurred during a process that can only be described as intrusive. This is a statement to bring to your attention the quality of service and treatment that people receive when at the lot. At no time was anyone outright rude to me, but the attention that each person receives is rushed and questions are answered with as little information as possible.

I know that I have no proof showing when the damages to my vehicle occurred except for my word. The fact of the matter is that there is substantial paint damage to the tailgate of my truck that will adversely affect the value of a vehicle that I keep in meticulous order. If your office has proof of an inspection that was carried out with photos showing that the damage to my vehicle was or was not present from the time before towing commenced and the release of my vehicle, I would like to see them. Otherwise, I respectfully request that we agree on a settlement to repair the damages to my vehicle.

Thank you for your attention.

Sincerely,



Jason Harink

MEMORANDUM  
OFFICE OF THE CITY ATTORNEY  
ROOM 800 - CITY HALL

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TO: Marian Hartner  
FROM: Lisa Ames, Paralegal *Lma*  
DATE: September 12, 2001  
RE: Jason Harink Appeal

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Attached please find the paperwork that we discussed this morning. I just wanted you to know that his denial letter was sent on July 19, 2001 to his OLD address. Our office received a letter from Mr. Harink on August 20, 2001 that had his new address on it. Another copy of the July 19, 2001 letter was then sent to his new address at 2237 North 57<sup>th</sup> Street, Milwaukee, Wisconsin 53208 on August 20, 2001. Please call me at ext. 2622 if you have any questions.