

The Difference is Service®

1100 West 29th Street • P.O. Box 277
South Sioux City, NE 68776-0277 • 402-494-2444

CITY OF MILWAUKEE
RECEIVED

2006 JUL 31 PM 3:09

de-L-60

Celebrating 50 years of service

OFFICE OF
CITY ATTORNEY

July 24, 2006

OFFICE OF CITY ATTORNEYS
CITY OF MILWAUKEE
200 E WELLS ST RM 800
MILWAUKEE WI 53202

CITY OF MILWAUKEE
2006 JUL 28 PM 3:17
RONALD D. LEONARDI
CITY CLERK

RE: O/File #: B26993-M-952
O/Insured: Midnight Haulers, Inc.
D/Loss: 6/5/06
Claimant: City of Milwaukee

Dear Ladies and Gentlemen:

I am writing to you with regard to the above-referenced accident which occurred on June 5, 2006, in the 9700 block of west Brown Deer Road in Milwaukee, Wisconsin and involved our insured 2001 Volvo tractor/trailer unit and its cargo. This accident occurred when construction signs indicated that the right lane of the highway was closed ahead. Our insured was traveling in the middle lane behind an SUV. The SUV suddenly and without warning veered out of the middle lane at the last minute before hitting the construction which was actually in the middle lane instead of in the right lane as warned. Our insured was unable to move to another lane before hitting the construction and damages were incurred to our insured tractor and cargo as a result.

Our claim for damages is in the total amount of \$16,795.38 and is itemized as follows:

Claims of Great West Casualty Company 2001 Volvo Tractor

1. Great West draft number 2622112 payable to Ray's Towing (towing charges)	\$3,330.73.
2. Great West draft number 2638872 payable to Bee Line Service Center (tractor repairs)	\$290.00.
3. Great West draft number 2639293 payable to Midnight Haulers, Inc. (tractor repairs)	\$8,797.45.
4. Great West draft number 2629582 payable to Ball Corporation (cargo loss)	\$1,137.20.
5. Great West draft number 2638450 payable to Midnight Haulers, Inc. (towing charges to bring cargo to destination)	<u>\$740.00.</u>
Total claim of Great West Casualty Company	\$14,295.38
6. Insured's collision deductible	\$2,500.00

Claim No. B26993-M-952
Page 2

Documentation of our claim is enclosed with this letter. Please be advised that this claim does not include any loss of use or "downtime" or any other miscellaneous expenses our insured may wish to submit.

At this time I request that you please issue your check in the amount of \$16,795.38 made payable to Great West Casualty Company as subrogee of Midnight Haulers, Inc. and mail it to me at the above address.

Thank you for your prompt attention to this matter.

Sincerely yours,

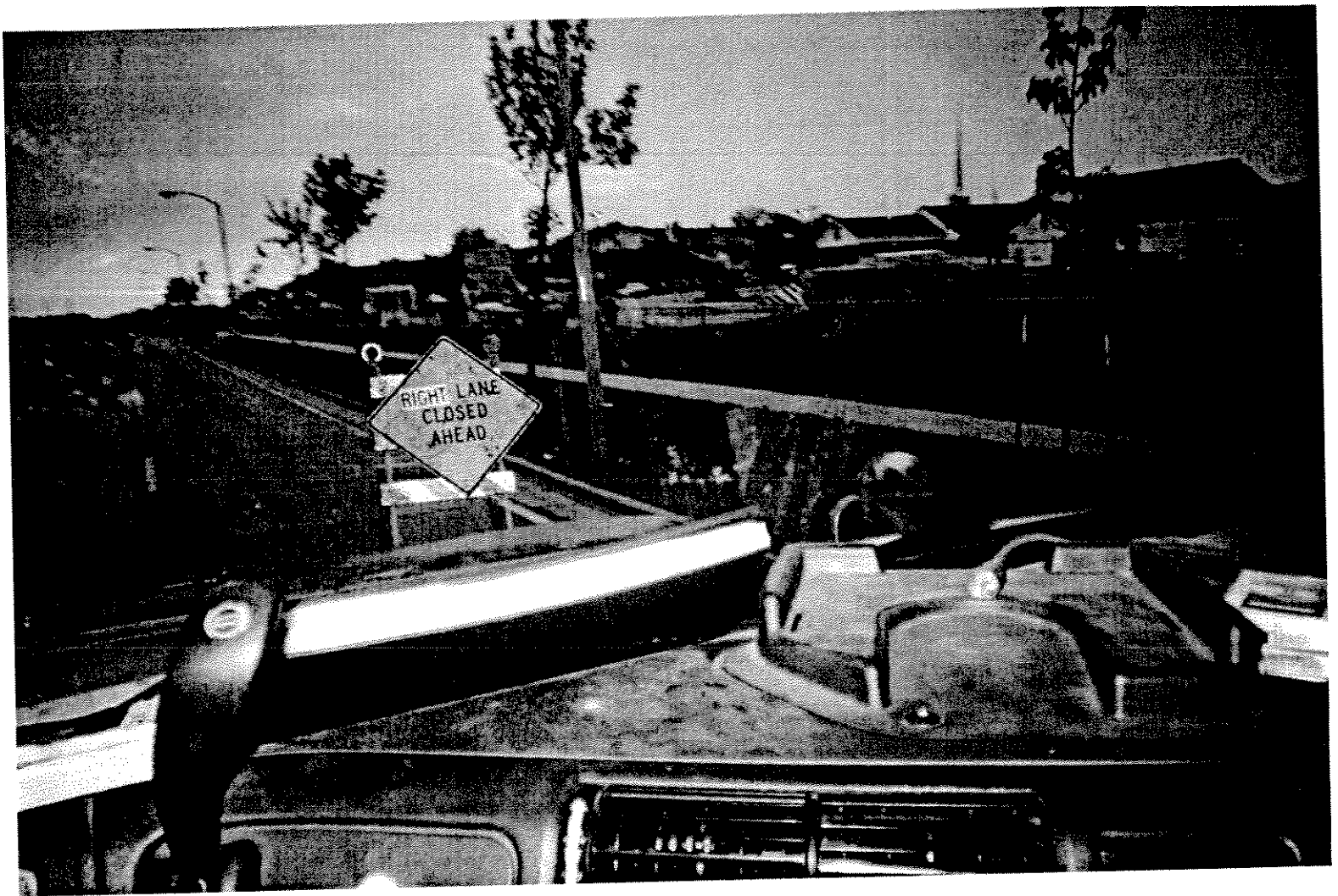
GREAT WEST CASUALTY COMPANY

Vickie Stolen
Subrogation Specialist
402-494-7375

DVSjl24cm/jlp

Enclosures

cc: Midnight Haulers, Inc
Truck Writers, Inc.





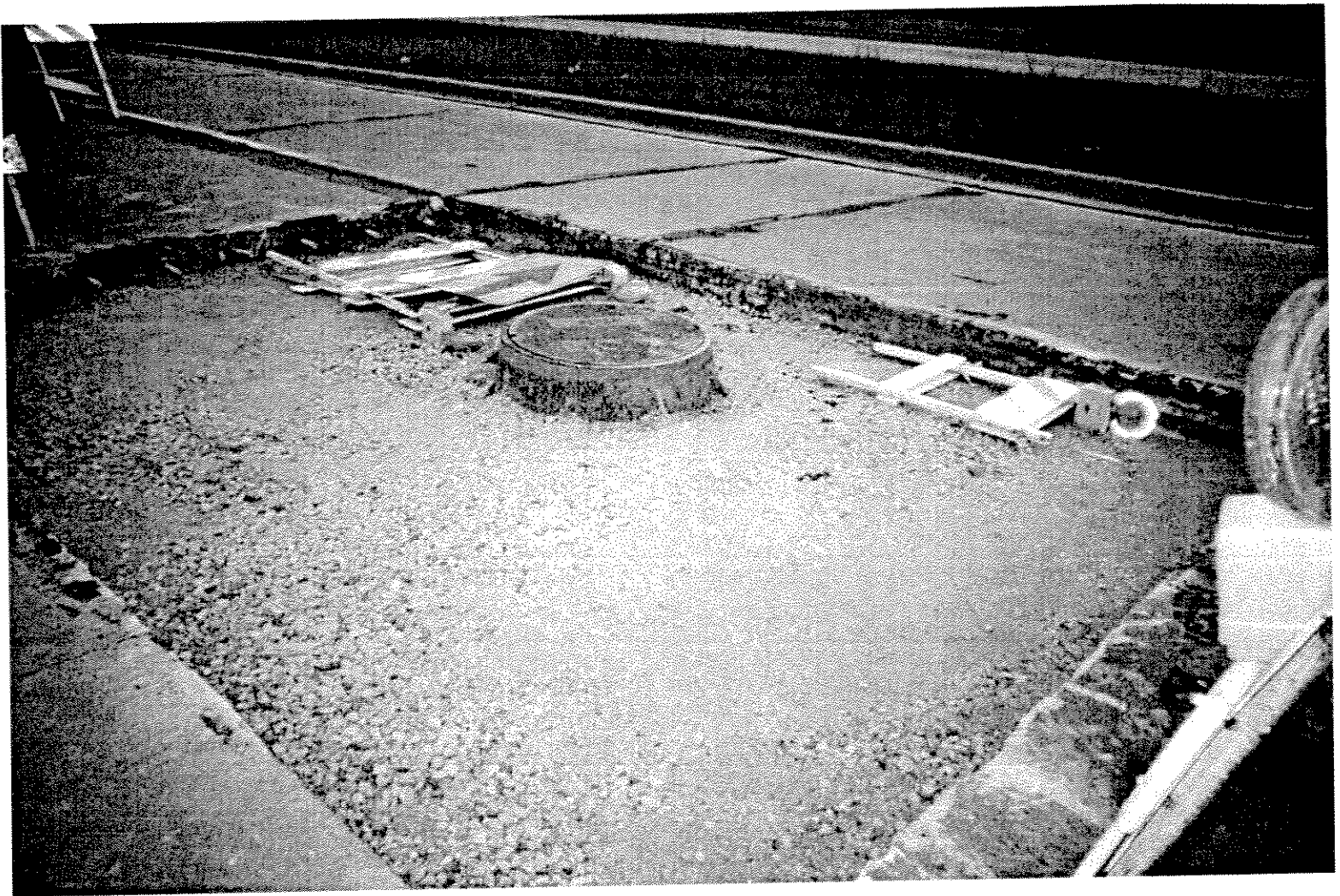




Image As Red File

claim recap B 26993

Tractor

7/20/06

Repair cost

10756.76

Repair est

10285.86

Payments

Repair bill

GATR (1261730154) Repair bill 10237.97

GATR (1261730157) 1/2 invoice for this 439.16

GATR (1261780024) check for vibration after rep 79.63

total repair 10756.76

Deduct - 2500.00

8256.76

tow to repair shop in Milwaukee

300.00

Damaged all wheel + tire

5556.76

240.69

8797.45

deduct from repair

290.00

Other payments
Pay towing

3320.73

=====route to: VSTOLEN=

07/20/06 15:38 Final Payment Notes

BY:RPaulsen 43

Payable to: Insd: X Owner: Shop: LP:

; VIA: Reg Mail: X Overnight:

Settlement Breakdown

Repair/Slmt Amt: 10997.45

Deductible: 2500.00

Plus: Tow to the shop if rep in Milwaukee, 300.00

Less:

Less:

Net Loss: 8797.45

Signed POL Rec'd?: Faxed to the ins to sign and return to GWC

Add'l Activity Req'd? None

Comments: I have now received all the repair bills from this ins. They break down as follows, repair bill 10237.97, plus additional repair for a vibration problem 79.63, plus damaged steer tire 439.16. plus damaged wheel 240.69, plus tow from Ray's towing to repair shop in Millwaukee if the repair was done there 300.00 and less the 2500.00 ded for a net of 8797.45.

On this date I requested a settlement draft to be issued to the ins for that amount. It was mailed to the ins along with a proof to sign and return to GWC. According to the ins, there is no L/P on this truck.

ALL PAYEES MUST ENDORSE DRAFT AS DRAWN

INSURED: MIDNIGHT HAULERS INC
OWNER:
CLAIMANT: MIDNIGHT HAULERS INC
VEHICLE: 2001 VOLVO CONVENTION - 4V4NC9JH61N309776

DRAFT NO: 2639293
DATE: 07/20/06
CLAIM NO: B26993-M U01

PAY TO THE MIDNIGHT HAULERS INC
ORDER OF

AMOUNT: *****8,797.45

REMARKS: ENCLOSED IS A PROOF OF LOSS WHICH WE ASK YOU TO PLEASE SIGN AND
RETURN TO OUR OFFICE AS SOON AS POSSIBLE.
SETTLEMENT LESS THE 2500 DED.

SEND TO: MIDNIGHT HAULERS INC
828 19TH AVE NE
ST JOSEPH MN 56374

POLICY NO: GWP30156B
AGENT: 4647
DATE OF LOSS: 06/05/06
TYPE OF LOSS: COLLISION
TRANS CODE: 210
ADJ REGION: 00
O.P.: G6F9
IMG

(PLEASE DETACH BEFORE ENDORSING)

GREAT WEST CASUALTY COMPANY 1100 WEST 29TH STREET SOUTH SIOUX CITY NE 68776		CHECK FOR 210	CHECK NO. <small>56-382</small> <small>412</small> 2639293				
PAY TO THE ORDER OF MIDNIGHT HAULERS INC		<table border="1"> <tr><td>DATE</td></tr> <tr><td>07/20/06</td></tr> <tr><td>AMOUNT</td></tr> <tr><td>*****8,797.45</td></tr> </table>		DATE	07/20/06	AMOUNT	*****8,797.45
DATE							
07/20/06							
AMOUNT							
*****8,797.45							
*****8,797 DOLLARS and 45 CENTS-----							
PAYABLE FOR							
POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS				
GWP30156B	B26993-M U01	MIDNIGHT HAULERS INC	06/05/06				
WELLS FARGO BANK OHIO, N.A. VAN WERT OHIO b2639293b		VALID ONLY WITHIN SIX MONTHS OF ISSUE a041203824a 9600005906b					
CLAIM FILE COPY VOID AUTHORIZED SIGNATURE							



GATR of Sauk Rapids
218 Stearns Dr. P.O. Box 367
Sauk Rapids MN 56379
Fax:(320) 251-2537
Phone:(320) 251-7356 (800) 771-GATR

Table with invoice details: INVOICE DATE 06/22/2006, INVOICE NO 1261730154, CUSTOMER NO 01563, BRANCH * 1*

MIDNIGHT HAULERS INC

MIDNIGHT HAULERS INC

SOLD TO: 828 - 19TH AVE NE
ST JOSEPH MN 56374

SHIP TO: 828 - 19TH AVE NE
ST JOSEPH MN 56374

Tax id: MCDP 19899

B26993
Image As Red File

Main invoice table with columns: QUANTITY, PART NO, DESCRIPTION, UNIT, PRICE, AMOUNT. Includes items like LEAF SPRING, U-BOLT, HEXAGON NUT, etc.

RETURN POLICY: Returns of special order parts are subject to a 15% restocking fee. All electrical parts or components are not returnable. All parts and curves must be returned within 30 days and accompanied by the invoice. A down payment is required on special order parts.
LIMITED WARRANTY: Labor performed in our Service Department is warranted for 30 days or 1000 miles, whichever comes first. Parts are warranted by their manufacturer, and are subject to their coverage limits. Our company shall be the sole judge on any labor warranty and all corrective work must be performed in our Service Department. This limited warranty is the only warranty offered by our Company and shall not supersede any warranty between the ultimate customer and the manufacturer. Implied warranties, as to the quality and performance of products, and their merchantability or fitness for a particular purpose, are hereby limited in duration to the same length of time as the expressed limited warranty stated above. This limited warranty does not cover damage due to accident, misuse, neglect, alterations, or lack of lubrication, or lack of maintenance. GATR is not liable for consequential damage such as towing, down time, or lost revenue.

CUSTOMER SIGNATURE _____

CONTINUED



GATR of Sauk Rapids
 218 Stearns Dr. P.O. Box 367
 Sauk Rapids MN 56379
 Fax:(320) 251-2537

Phone:(320) 251-7356 (800) 771-GATR

INVOICE DATE	
06/22/2006	
INVOICE NO.	PAGE
1261730154	2
CUSTOMER NO.	BRANCH
01563	1

MIDNIGHT HAULERS INC

MIDNIGHT HAULERS INC

SOLD TO:

828 - 19TH AVE NE
 ST JOSEPH MN 56374

SHIP TO:

828 - 19TH AVE NE
 ST JOSEPH MN 56374

B26993

Image As Red File

Tax id: MCDP 19899

CUSTOMER PO	OFFER/QUOTE NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
REQUIRED	030014	(320) 363-7832		JM	103/000
1 VOL 8072849		HOOD SURROUND V1	360.43EA		360.43
1 VOL 20378165		VOLVO TRIM (GRILLE EMBLEM)	73.81EA		73.81
1 VOL 1628449		HOLLOW SPRING	38.95EA		38.95
2 VOL 20513881		SHOCK ABSORBER	56.85EA		113.70
1 VOL 8071869		BRACKET	14.02EA		14.02
1 VOL 8079605		RH FENDER EXT	71.18EA		71.18
1 VOL 8089018		SPLASH SHIE	102.04EA		102.04
1 VOL 8084628		BRACKET	58.19EA		58.19
1 VOL 8084963		RH TANK FAIRING	289.93EA		289.93
2 VOL 20725387		SHOCK ABSORBER	24.29EA		48.58
1 VOL 20489703		STEP	29.96EA		29.96
1 VOL 20370114		SPOILER	52.17EA		52.17
1 VOL 20370115		SPOILER	52.17EA		52.17
4 VOL 3917139		LOCK WASHER	0.27EA		1.08
15 VOL 1609565		CLIP	0.10EA		1.50
14 VOL 980836		EXPANDING N	0.82EA		11.48
1 VOL 20447319		RECEIVER DRLEN	25.15EA		25.15
2 UNI FS 59002		PAG OIL	13.74EA		27.48
		CONDENSEK			100.00
1 VOL 20378132		SUPPORT	100.74EA		100.74
1 UNI GFL 9007		HALOGEN LAMP	8.52EA		8.52
1 VOL 20370257		CHARGE AIR	1126.42EA		1126.42
		ASSEMBLY CLUE			146.00
		BODY SHOP SUPPLIES			139.00
		BODY PAINT MATERIALS			450.00
		3 AXLE ALIGNMENT			285.00
		(REF: 123107.00/030014)			
Employee(s) on above Job: 00851 00828 00907 00798 00904 00883 00896					
		MISC SUBTOTAL			1330.00
		PARTS SUBTOTAL			4266.32
		LABOR SUBTOTAL			4631.65
		EPA CHARGE			10.00
		** JOB SUBTOTAL			10237.97
		*TOTAL PARTS:			4266.32
<p>RETURN POLICY: Returns of special order parts are subject to a 15% restocking fee. All electrical parts or components are not returnable. All parts and cores must be returned within 30 days and accompanied by the invoice. A down payment is required on special order parts.</p> <p>LIMITED WARRANTY: Labor performed in our Service Department is warranted for 30 days or 3,000 miles, whichever comes first. Parts are warranted by their manufacturer, and are subject to their coverage limits. Our company shall be the sole judge on any labor warranty and all corrective work must be performed in our service Department. This limited warranty is the only warranty offered by our Company and shall not supersede any warranty between the ultimate customer and the manufacturer. Implied warranties, as to the quality and performance of products, and their merchantability or fitness for a particular purpose, are hereby limited in duration to the stated length of time in the expressed limited warranty stated above. This limited warranty does not cover damage due to accident, misuse, neglect, alterations, modifications, lack of lubrication, or lack of maintenance. GATR is not liable for consequential damage such as towing, down time, or lost revenue.</p>					
FREIGHT			TAX STATE/STATE		REMARKS
					CONTINUED

CUSTOMER SIGNATURE _____



GATR of Sauk Rapids
218 Stearns Dr. P.O. Box 367
Sauk Rapids MN 56379
Fax:(320) 251-2537

Phone:(320) 251-7356 (800) 771-GATR

INVOICE DATE	06/22/2006
INVOICE NO	1261730154
PAGE	3
CUSTOMER NO	01563
BRANCH	1

SOLD TO: MIDNIGHT HAULERS INC
828 - 19TH AVE NE
ST JOSEPH MN 56374

SHIP TO: MIDNIGHT HAULERS INC
828 - 19TH AVE NE
ST JOSEPH MN 56374

B26993
Image As Red File

Tax id: MDDP 19899

CUSTOMER NO	INVOICE NO	PHONE NO	PRICE PER HR	EXTENSION
REQUIRED	030014	(320) 363-7832		JM 103/000
*TOTAL LABOR:				1631.65
*TOTAL OTHER:				1330.00
*TOTAL EPA CHARGE:				10.00
<p>RETURN POLICY: Returns of special order parts are subject to a 15% restocking fee. All electrical parts or components are non returnable. All parts and labor must be returned within 30 days and accompanied by the invoice. A down payment is required on special order parts.</p> <p>LIMITED WARRANTY: Labor performed in our Service Department is warranted for 30 days or 3,000 miles, whichever comes first. Parts are warranted by their manufacturer, and are subject to their coverage limits. Our company shall be the sole judge on any labor warranty and all corrective work must be performed in our service department. This limited warranty is the only warranty offered by our Company and shall not supersede any warranty between the ultimate customer and the manufacturer. Implied warranties, as to the quality and performance of products, and their merchantability or fitness for a particular purpose, are hereby limited in duration to the same length of time as the expressed limited warranty stated above. This limited warranty does not cover damage due to accident, misuse, neglect, alterations, overloading, lack of lubrication, or lack of maintenance. GATR is not liable for consequential damage such as towing, down time, or lost revenue.</p>				
FREIGHT		TAXES/REGISTRATION		PLATE FEE
10237.97		EXEMPT MN		0.00
				10237.97

CUSTOMER SIGNATURE _____



GATR of Sauk Rapids
218 Stearns Dr. P.O. Box 367
Sauk Rapids MN 56379
Fax: (320) 251-2537
Phone: (320) 251-7366 (800) 771-GATR

06/22/2005	
AMOUNT DUE	PAGE
17,617.0157	1
CUSTOMER NO	MARK
01563	1*

SOLD TO: MIDNIGHT HAULERS INC
828 - 19TH AVE NE
ST JOSEPH MN 56374

SHIP TO: MIDNIGHT HAULERS INC
828 - 19TH AVE NE
ST JOSEPH MN 56374

Tax id: MCDP 19099

REQUIRE	030533	(320) 363-7832	154	103/590
TERMS: (00) DUE 31 DAYS AFTER INVOICE				
UNIT: 776	YEAR: 2001	MARK/MODEL: VOLVO VXL 660		
SERIAL: 4V4NC90HGIN302776	METRAGE:			
USE WIX FILTERS, CALL CUSTOMER TP OVER \$500.00				
JOB#01 OR 810 00 GENERAL BODY				
05 (Y) - BODY SHOP REPAIRS				
REPLACE TIRES	2-275/80R22.5X222 TIRRES	775.62		
	(REP: 123155.00/030533)	102.50		
	WC DMT, SPIN MAT. X2			
	(REP: 123156.00/030533)	878.32		
	MISC SUBTOTAL	0.00		
	PARTS SUBTOTAL	0.00		
	LABOR SUBTOTAL	878.32		
	** JOB SUBTOTAL			
	TOTAL PARTS:	0.00		
	TOTAL LABOR:	0.00		
	TOTAL OTHER:	878.32		

2004 Volvo Truck of the Year

Damaged tire only

RETURN POLICY: Returns of special order parts are subject to a 15% restocking fee. All electronic parts or components are not restockable. All parts returned must be returned within 30 days and accompanied by the invoice. A 50% refund is applied on special order parts. LIMITED WARRANTY: Labor performed in our Service Department is warranted for 90 days or 2,000 miles, whichever comes first. Parts are warranted by their manufacturer and are subject to their respective terms. Our company shall be the sole judge on any labor warranty and all terms of warranty shall be performed in our service department. This limited warranty is the only warranty offered by our Company and shall not supersede any warranty between the ultimate customer and the manufacturer. Implied warranties as to the quality and performance of products and their materials and ability to fit use for a particular purpose, are hereby limited in duration to the same length of time as the expressed limited warranty stated above. This limited warranty does not cover damage due to accident, misuse, neglect, abuse, fire, or other causes. Lack of instructions or lack of maintenance. GATR is not liable for consequential damage such as towing, damage to tires, or lost revenue.

TAXES	878.32	EXEMPT	0.00	878.32
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CUSTOMER SIGNATURE _____

826993
Image As Red File



GATR of Sauk Rapids
 218 Stearns Dr. P.O. Box 367
 Sauk Rapids MN 56379
 Fax: (320) 251-2537

Phone: (320) 251-7356 (800) 771-GATR

INVOICE DATE 06/27/2006 08:33AM	
INVOICE NO. 1261780024	PAGE 1
CUSTOMER NO. 01563	BRANCH * 1*

SOLD TO:
 MIDNIGHT HAULERS INC
 828 - 19TH AVE NE
 ST JOSEPH MN 56374

SHIP TO:
 MIDNIGHT HAULERS INC
 828 - 19TH AVE NE
 ST JOSEPH MN 56374

Submitted TO IAS

Tax id: MCDP 19899

CUSTOMER NO. 776	REFERENCE NO. 030690	(320) 363-7832	KC 103/000
TERMS: (00) DUE 31 DAYS AFTER INVOICE		COMPLETION DATE: 06/20/2006	
UNIT: 776	YEAR: 2001	MAKE/MODEL: VOLVO VNL 660	
SERIAL: 4V4NC9JH61N309776	MILEAGE: 630481		
USE WIX FILTERS. CALL CUSTOMER IF OVER \$500.00			
JOB#03 06 653 00 FRONT AXLE, HUB, BEARINGS & SEALS, STUDS & NUTS			
THE TRUCK TOOK A HARD HIT IN THE RIGHT FRONT. CHECK FRONT BEARINGS AND TEST DRIVE FOR VIBRATION AND HANDLING.			
CHECKED BEARINGS, THEY SEEM FINE. THE FRONT RIGHT TIRE IS OUT OF ROUND.			
REMOVED AND REPLACED BOTH FRONT STEER TIRES.			
Employee(s) on above Job: 00895			
PARTS SUBTOTAL			0.00
LABOR SUBTOTAL			49.72
MISC SUPPLIES			2.98
** JOB SUBTOTAL			52.70
<p>2004 Volvo Dealer of the Year</p> <p>JOE... THE DIFFERENTIAL... TOWING.</p> <p>CHECKED DIFFS, THEY WERE FULL.</p> <p>RETORQUED AXLES,</p> <p>Employee(s) on above Job: 00895</p>			
PARTS SUBTOTAL			0.00
LABOR SUBTOTAL			26.40
MISC SUPPLIES			0.53
** JOB SUBTOTAL			26.93
*TOTAL PARTS:			0.00
*TOTAL LABOR:			76.12
*TOTAL MISC SUPPLIES:			3.51
<p>266993</p> <p>Image As Red File</p>			
<p>RETURN POLICY: Returns of special order parts are subject to a 15% restocking fee. All electrical parts or components are not returnable. All parts and cores must be returned within 30 days and accompanied by the invoice. A down payment is required on special order parts.</p> <p>LIMITED WARRANTY: Labor performed in our Service Department is warranted for 30 days or 3,000 miles, whichever comes first. Parts are warranted by their manufacturer, and are subject to their coverage limits. Our company shall be the sole judge on any labor warranty and all corrective work must be performed in our service department. This limited warranty is the only warranty offered by our Company and shall not supersede any warranty between the ultimate customer and the manufacturer. Implied warranties, as to the quality and performance of products, and their merchantability or fitness for a particular purpose, are hereby limited in duration to the same length of time as the expressed limited warranty stated above. This limited warranty does not cover damage due to accident, misuse, neglect, alterations, overheating, lack of lubrication, or lack of maintenance. GATR is not liable for consequential damage such as towing, down time, or lost revenue.</p>			
SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
79.63	EXEMPT MN	0.00	79.63

CUSTOMER SIGNATURE _____



WINGFOOT COMMERCIAL TIRE
705 28TH AVE S
WAITE PARK, MN 56387
(320) 252-0047
FEDERAL TAX ID# 31-1735402

Box - 320-845-7289

INVOICE NO.
---127-1016698---
COPY 004

*Write
776*

**** ASK US ABOUT TRUCK ALIGNMENTS! ****

173648-0001
MIDNIGHT HAULERS
820 19TH AVE NE
SAINT JOSEPH, MN 56374
(320) 363-7832

PAGE 01
INVOICE DATE: 02/17/2006
PICKED UP AT SHOP
LOCATION/SREP: 127/HSE
APPROVAL NUM :
2006-07-20 10:58:00 MES
CLERK : MES

QUANTITY	PRODUCT NO.	DESCRIPTION	RET	UNIT PRICE	AMOUNT
6	5040221	8.25X22.5 WHLS/RIM		226.00	1356.00
10	5040165	ONLY MT DR DSMT		22.75	227.50
2	5001201	TIRE LIFE REGULAR		18.00	36.00
2	1498337	GY 295/75R22.5 G395 LHS 14	25.23%	396.50	843.46
Redcheck wheel torque after 150 miles in service.					
Disposal fees may apply in some areas.					
Shop supply fees cover miscellaneous materials used in servicing your vehicle that do not appear elsewhere on this invoice and for profit.					

*BD 26 9 9 3
Images As Recd File*

Box 0 - Here is our receipt for repair

NET 30
TERMS: DUE : 03/19/2006 - 2,477.96
SHOP SUPPLIES FEE 15.00
SUB-TOTAL 2,477.96
SALES TAX (0.00)
TOTAL AMOUNT 2,477.96

* Current

No further discounts allowed. It is agreed that title to the above described property shall remain in the name of seller until paid for in full, and that upon default in payment, seller shall be entitled to take possession thereof without liability to the purchaser.
If the item financed is sold in full within the term, no FINANCE CHARGE will be incurred by this account holder. If a FINANCE CHARGE will be incurred on the invoice balance less deducting payments and credit received during the contract month. The FINANCE CHARGE is computed at a percent rate of 0.82500 which is an annual percentage rate of 9.90000

PAYABLE IN U.S. FUNDS

Warranty: The above are the size and wheel design as stated above. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, SPECIFICALLY SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole obligation is to repair the defective tires that do a specified amount of the tire's purchase price. Seller shall not be liable for any indirect, consequential or other damages. No person is authorized to modify or alter the conditions herein, whether orally or in writing. All other not provided goods must be accompanied by title and

ALL PAYEES MUST ENDORSE DRAFT AS DRAWN

INSURED: MIDNIGHT HAULERS INC
OWNER:
CLAIMANT: MIDNIGHT HAULERS INC
VEHICLE: 2001 VOLVO CONVENTION - 4V4NC9JH61N309776

DRAFT NO: 2638872
DATE: 07/20/06
CLAIM NO: B26993-M U01

PAY TO THE BEE LINE SERVICE CENTER INC
ORDER OF

AMOUNT: *****290.00

REMARKS: INVOICE NUMBER 93856

SEND TO: BEE LINE SERVICE CENTER INC
PO BOX 52
ST CLOUD MN 56302

POLICY NO: GWP30156B
AGENT: 4647
DATE OF LOSS: 06/05/06
TYPE OF LOSS: COLLISION
TRANS CODE: 200
ADJ REGION: 00
O.P.: DBQ9
IMG

(PLEASE DETACH BEFORE ENDORSING)

GREAT WEST CASUALTY COMPANY 1100 WEST 29TH STREET SOUTH SIOUX CITY NE 68776		CHECK FOR 200	CHECK NO. 2638872
PAY TO THE ORDER OF BEE LINE SERVICE CENTER INC		DATE 07/20/06	AMOUNT *****290.00
*****290DOLLARS and00CENTS-----			
PAYABLE FOR			
POLICY NUMBER GWP30156B	CLAIM NUMBER B26993-M U01	INSURED MIDNIGHT HAULERS INC	DATE OF LOSS 06/05/06
WELLS FARGO BANK OHIO, N.A. VAN WERT OHIO b2638872b		VALID ONLY WITHIN SIX MONTHS OF ISSUE a041203824a 9500005906b	
CLAIM FILE COPY VOID AUTHORIZED SIGNATURE			

B26993
 Image As Red File

BEE LINE SERVICE CENTER, INC
 PO BOX 52
 ST.CLOUD, MN 56302

INVOICE

Invoice #	93856
-----------	-------

Date	5/12/2006
------	-----------

Due Date	6/12/2006
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GREATWEST CASUALTY INS.
 PO BOX 56145
 ALBANY, MN 56307

License #	Vehicle	Mileage	Terms	P.O. No.	Mechanic
PAE5115	VOLVO TRACTOR #...	630469	Cash		DW
Description		Quantity	Rate	Amount	
CLAIM# B26993 THREE AXLE ALIGNMENT CHECK FRAME			225.00 65.00	225.00 65.00	
				MN Sales Tax (7.0%) \$0.00	
				Total \$290.00	

ALL PAYEES MUST ENDORSE DRAFT AS DRAWN

INSURED: MIDNIGHT HAULERS INC
OWNER:
CLAIMANT: MIDNIGHT HAULERS INC
VEHICLE: 2001 VOLVO CONVENTION - 4V4NC9JH61N309776

DRAFT NO: 2622112
DATE: 06/13/06
CLAIM NO: B26993-M U01

PAY TO THE RAY'S TOWING INC
ORDER OF

AMOUNT: *****3,330.73

REMARKS:
OUR ADJUSTER IS RON PAULSEN.
INV NO 73245

SEND TO: RAY'S TOWING INC
833 WEST WATERFORD AVENUE
MILWAUKEE WI 53221

POLICY NO: GWP30156B
AGENT: 4647
DATE OF LOSS: 06/05/06
TYPE OF LOSS: COLLISION
TRANS CODE: 200
ADJ REGION: 00
O.P.: G7W9
IMG

(PLEASE DETACH BEFORE ENDORSING)

GREAT WEST CASUALTY COMPANY 1100 WEST 29TH STREET SOUTH SIOUX CITY NE 68776		CHECK FOR 200	CHECK NO. 412 2622112
PAY TO THE ORDER OF RAY'S TOWING INC		DATE 06/13/06	
*****3,330DOLLARS and73CENTS-----		AMOUNT *****3,330.73	
PAYABLE FOR			
POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS
GWP30156B	B26993-M U01	MIDNIGHT HAULERS INC	06/05/06
WELLS FARGO BANK OHIO, N.A. VAN WERT OHIO		VALID ONLY WITHIN SIX MONTHS OF ISSUE	
b2622112b a041203824a 9600005906b		CLAIM FILE COPY VOID AUTHORIZED SIGNATURE	



RAY'S TOWING, Inc. No 73245

833 W. Waterford Ave. • Milwaukee, WI 53221
PHONE (414) 481-1722 • FAX (414) 481-1242
www.raystowinginc.com

TOW TRUCK NO. 52/11 DATE 06/05/06

OPERATOR(S) MB/MD

GREAT WEST CASUALTY

P.O. Box 277

So. Sioux City, NE. 68776

ATTN. _____ PHONE 888-710-7832

JOB AUTHORIZED BY MILWAUKEE POLICE DEPT. TAX NO. 1-800-228-8608

P.O. #	TOWING <input checked="" type="checkbox"/> FT <input type="checkbox"/> RT	<u>304750</u>
R.O. #	UNDERLIFT TOWX	
HUB/MILEAGE <u>800-833-1234</u>	PREPARE TO TOWX	
VIN # <u>CLAIM</u>	BACK OFF BRAKESX	
TRACTOR # <u>716-026983</u>	AIR UNITX	
REPLACEMENT TRACTOR #	AXLE(S) REMOVEDX	
TRAILER <u>U12645-</u>	DR. LINE REMOVED	
UNIT #	WINCHINGX	
OWNER OR LESSEE <u>MIDNITE HAULERS, ST. JOSEPH, MN.</u>	BELT UNITX	
POWER SWAP COMPLETE	UPRIGHTINGX	
DRIVER	RAISE TRAILER	
REASON FOR SERVICE <u>ACCIDENT</u>	BOOM SERVICEX	
LOCATION <u>9000 W. BROWNDEER RD MILWAUKEE</u>	DECK <input type="checkbox"/> UNDECK <input type="checkbox"/>	
TURN AROUND POINT	ROAD SERVICE	
	TOLLS	
	ADVANCE CHGS.	
	WAITING TIME <u>FUEL</u>	<u>106 60</u>
WORK PERFORMED <u>ARRIVE TO ACCIDENT SCENE, FOUND T/T ON SIDE OF HILL AT STEEP ANGLE - 30/40° - TRC LAYS - 3' IN AIR, CALL FOR SECOND UNIT. BEST TRC FROM UPPER LEVEL PARKING LOT, WINCH UNIT BACK. DOWN TO SIDEWALK WHILE BEING HELD UPRIGHT WITH H.D. ROTATOR. HOOK UP TO FRT WITH SPRING HANGER, LIES, PREPARE TOW, WINCH DOT TO STREET - TOW TO RAYS</u>	STORAGE <u>66</u>	
DRIVER	NET	<u>3154 10</u>
	TAX	<u>176 63</u>
	TOTAL	<u>3330 73</u>

NOTICE: Any loss or damage must be noted on this Bill at the time of delivery otherwise signature will constitute clear receipt.

RECEIVED BY _____

MAKE CHECKS PAYABLE TO RAY'S TOWING, INC.
833 W. WATERFORD AVE., MILWAUKEE, WI 53221

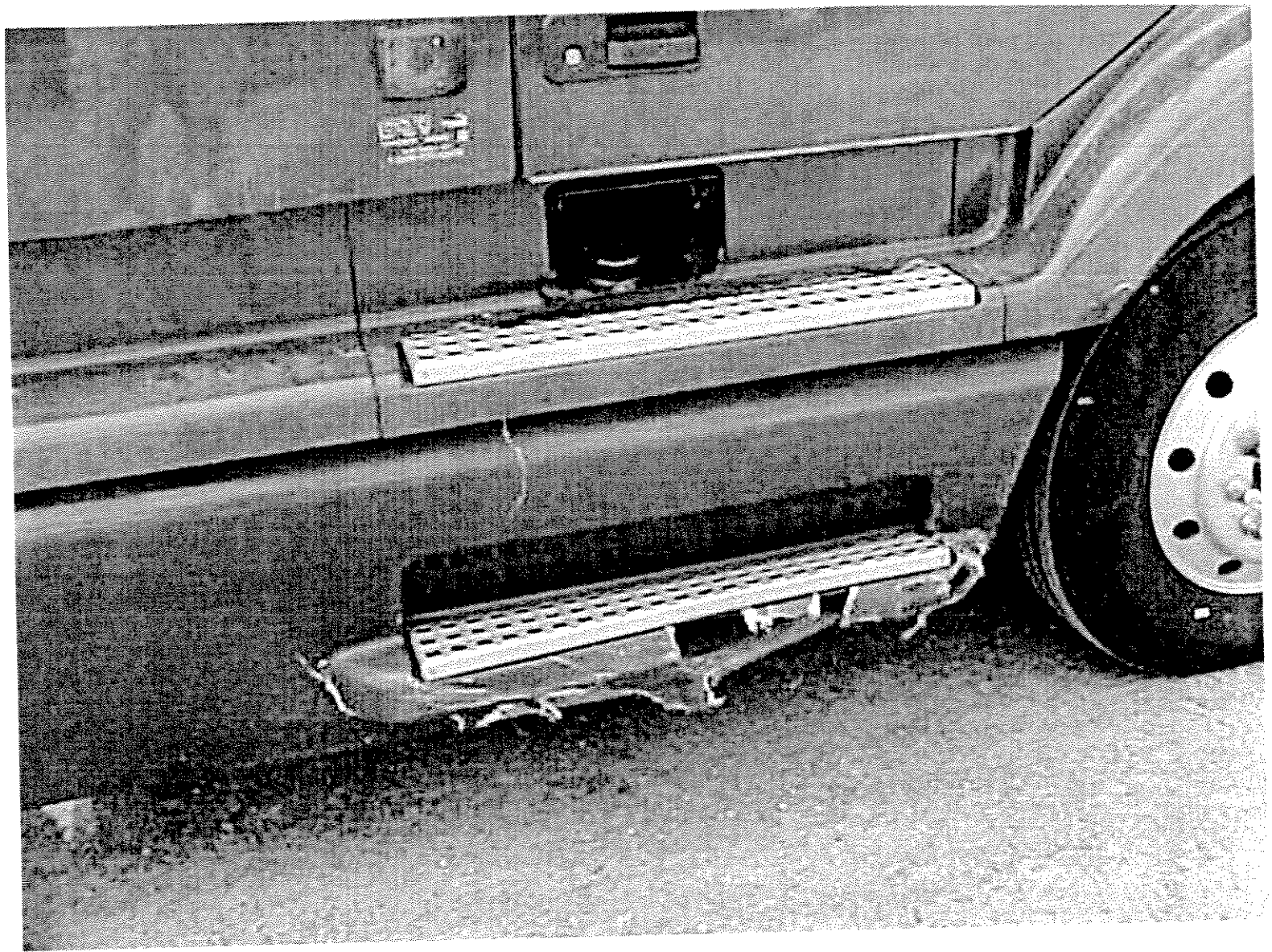
RAY'S TOWING INC

06/12/2006 01:52 FAX 4144811242

2002

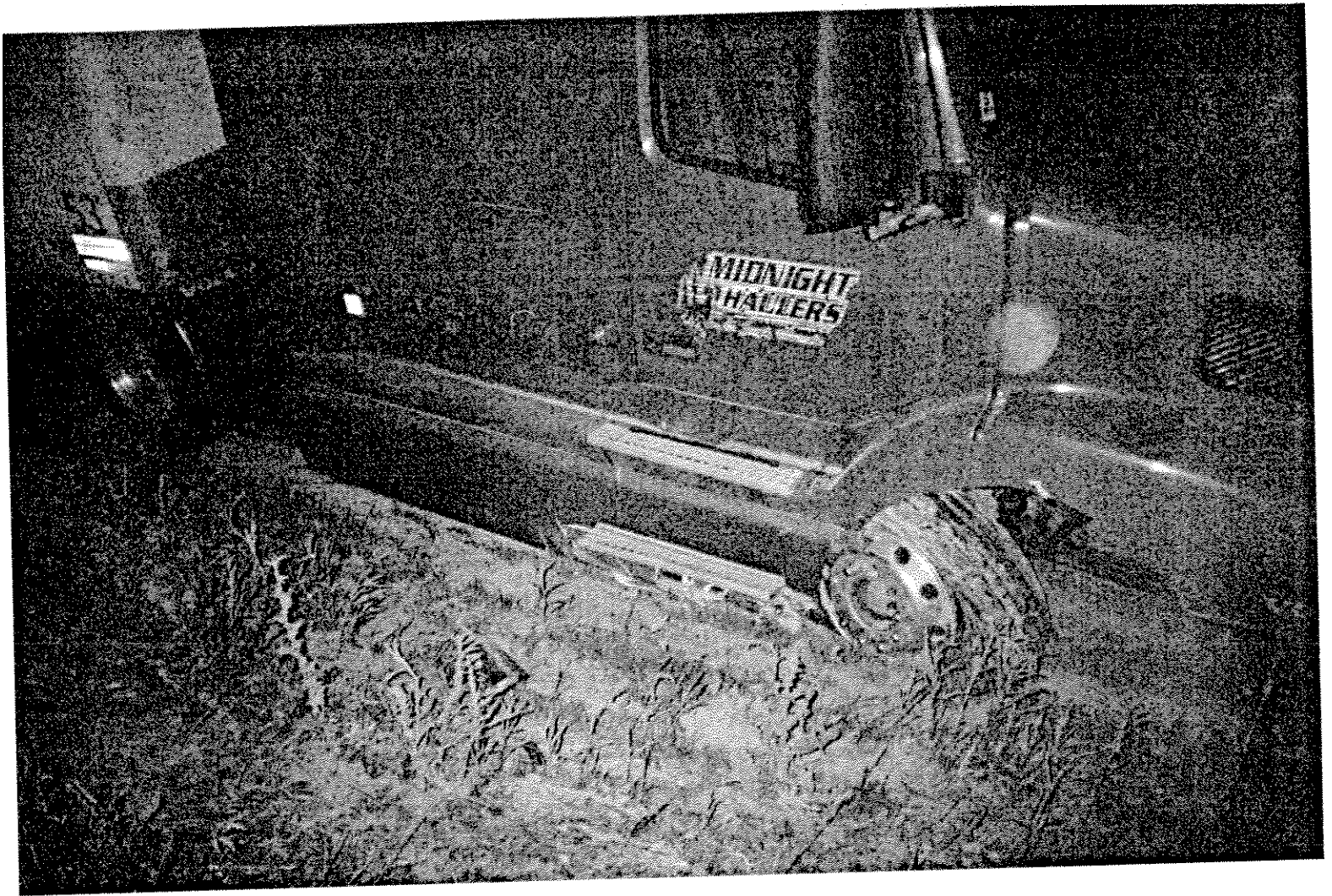




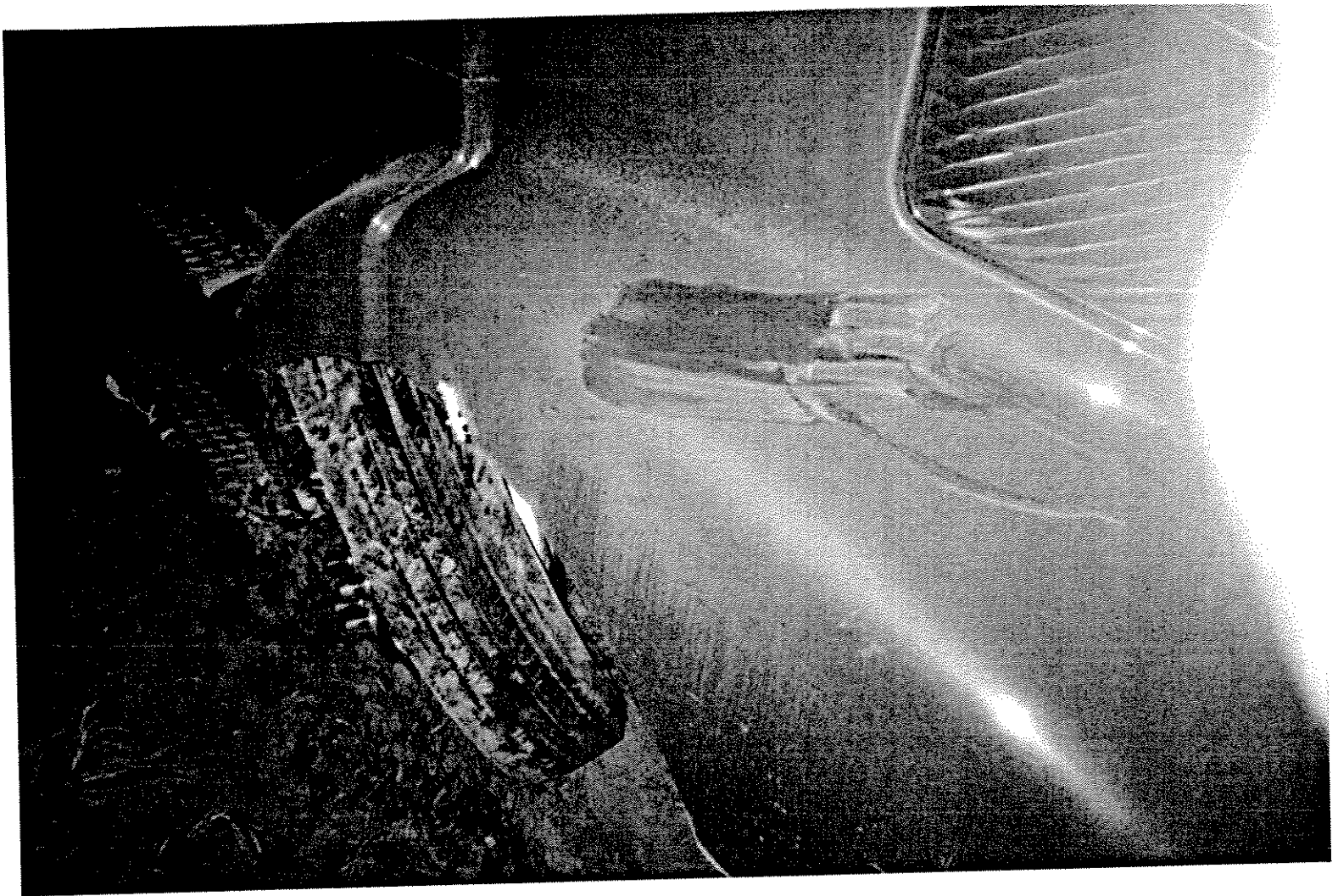


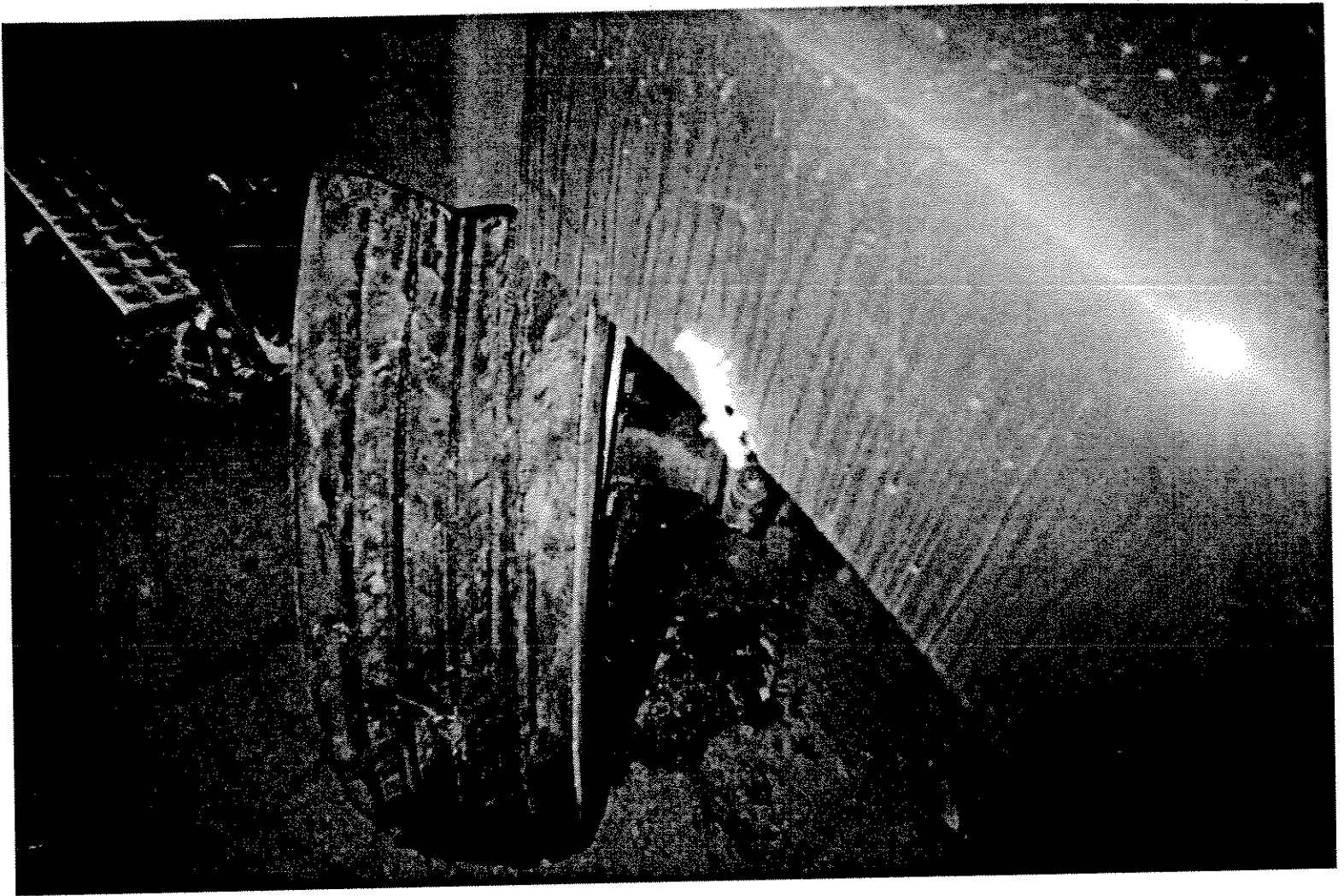














Claim: B26994

Claim Status Log
July 21, 2006

Cargo

Page 1

=====route to: VSTOLEN=

07/18/06 10:41 call from barb at ins. BY: TGuge 46
she has spoken to ron p regarding the bill from andys towing for
1480.00. This is for andys to tow a tractor down to scene so that
the load could be delivered, then andys towed the damaged tractor back
to Gatr. I told Barb I would pay 1/2 of the bill (740.00) on the
cargo file.
Ron is not necessarily paying the other 1/2. He will calculate separate
ly what he feels we would have paid to have the truck towed to a
local shop. (that's all we are obligated to pay).

ALL PAYEES MUST ENDORSE DRAFT AS DRAWN

INSURED: MIDNIGHT HAULERS INC
OWNER:
CLAIMANT: MIDNIGHT HAULERS INC
VEHICLE: -

DRAFT NO: 2638450
DATE: 07/19/06
CLAIM NO: B26994-M U01

PAY TO THE MIDNIGHT HAULERS INC
ORDER OF

AMOUNT: *****740.00

REMARKS: REIMB FOR 1/2 OF ANDY'S TOWING BILLING

SEND TO: MIDNIGHT HAULERS INC
828 19TH AVE NE
ST JOSEPH MN 56374

POLICY NO: GWP30156B
AGENT: 4647
DATE OF LOSS: 06/05/06
TYPE OF LOSS: CARGO
TRANS CODE: 200
ADJ REGION: 00
O.P.: GPT1
IMG

(PLEASE DETACH BEFORE ENDORSING)

GREAT WEST CASUALTY COMPANY 1100 WEST 29TH STREET SOUTH SIOUX CITY NE 68776		CHECK FOR 200	CHECK NO. 2638450
PAY TO THE ORDER OF MIDNIGHT HAULERS INC			DATE 07/19/06
			AMOUNT *****740.00
*****740DOLLARS and00CENTS-----			
PAYABLE FOR REIMB FOR 1/2 OF ANDY'S TOWING BILLING			
POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS
GWP30156B	B26994-M U01	MIDNIGHT HAULERS INC	06/05/06
WELLS FARGO BANK OHIO, N.A. VAN WERT OHIO		VALID ONLY WITHIN SIX MONTHS OF ISSUE	
b2638450b a041203824a 9600005906b		CLAIM FILE COPY VOID AUTHORIZED SIGNATURE	

Specialists In ...
 HEAVY DUTY TOWING
Andy's Towing, Inc.
 675 Crescent St. N.E.
 St. Cloud, MN 56304
 (320) 251-5691

PO # _____ Date 6 7 2006

Name MIDNIGHT HAULERS

Address _____

TOWING: TRACTOR FROM SHOP TO		
RAY'S TOWING LN MILWAUKEE		
+ BACK TO GATR	1480	00
OFFICE FEE:		
STORAGE:		
<u>\$ 376 OUT</u>		
DOLLY:		
TOW TO BODY SHOP:		
LIC #		
VIN #		
MAKE OF VEH: <u>VOLVO</u>		
MI		
	6.5% TAX	
	7% TAX	
	TOTAL	1480 00

All claims and returned goods MUST be accompanied by this bill.

23106

Rec'd by _____

It is the policy of Andy's Towing, Inc. to provide prompt service to our customers. We are not responsible for any damage to property or persons caused by our employees or equipment. We are not responsible for any loss of property or persons caused by our employees or equipment. We are not responsible for any loss of property or persons caused by our employees or equipment.

Claim: B26994

Claim Status Log
July 21, 2006

=====route to: VSTOLEN=

06/27/06 14:36 call from mary beth BY:TGuge 46
1 pallet completely destroyed, scrap value on the other pallets.
so, deduct 282. from claim.
claim now 1137.20.
called barb at insureds and advised.

ALL PAYEES MUST ENDORSE DRAFT AS DRAWN

INSURED: MIDNIGHT HAULERS INC
OWNER:
CLAIMANT: MIDNIGHT HAULERS INC
VEHICLE: -

DRAFT NO: 2629582
DATE: 06/28/06
CLAIM NO: B26994-M U01

PAY TO THE BALL CORPORATION
ORDER OF

AMOUNT: *****1,137.20

REMARKS: PAYMENT REFLECTS CLAIM FOR 3 PALLETS OF DAMAGED CANS AT
\$1419.20, LESS SALVAGE ALLOWANCE OF \$282.00. RE: BILL OF LADING
#9156992

SEND TO: BALL CORPORATION
ATTN MARY BETH
8500 W TOWER AVE
MILWAUKEE WI 53224

POLICY NO: GWP30156B
AGENT: 4647
DATE OF LOSS: 06/05/06
TYPE OF LOSS: CARGO
TRANS CODE: 210
ADJ REGION: 00
O.P.: 1AL1
IMG

(PLEASE DETACH BEFORE ENDORSING)

GREAT WEST CASUALTY COMPANY 1100 WEST 29TH STREET SOUTH SIOUX CITY NE 68776		CHECK FOR 210	CHECK NO. 412 2629582				
PAY TO THE ORDER OF BALL CORPORATION		<table border="1"> <tr><td>DATE</td></tr> <tr><td>06/28/06</td></tr> <tr><td>AMOUNT</td></tr> <tr><td>*****1,137.20</td></tr> </table>		DATE	06/28/06	AMOUNT	*****1,137.20
DATE							
06/28/06							
AMOUNT							
*****1,137.20							
*****1,137DOLLARS and20CENTS-----							
PAYABLE FOR							
POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS				
GWP30156B	B26994-M U01	MIDNIGHT HAULERS INC	06/05/06				
WELLS FARGO BANK OHIO, N.A. VAN WERT OHIO		VALID ONLY WITHIN SIX MONTHS OF ISSUE					
b2629582b a041203024a 9600005906b		CLAIM FILE COPY VOID AUTHORIZED SIGNATURE					



Ball Corporation

FREIGHT CLAIM NOTICE

Claim No. 91-18-06
Midnight Haulers Claim No. B26994
Date: 06/26/06

To: Midnight Haulers
828 19th Avenue NE
St. Joseph, MN 56374
Attn: Theresa Guge
Great West Casualty Company

This claim is for the loss of product.

Shipment date:
BOL/Tally #: 9156992
Truck/Trailer #: U12645
Pickup # (if applicable): 88370
Origin: Milwaukee, WI
Destination: Maiers Warehouse
St. Cloud, MN

Details of Costs:

3 pallets of were reported by Midnight Haulers to be lost due to an accident.
Each pallet contained 8,169 cans.
The delivered cost of these cans to Ball was \$1,419.20

Claim Total: \$1,419.20 USD

If there are any questions, please contact the writer.
Rebecca Moselle
Controller - Ball in-Milwaukee
(414)357-4202

Checks are payable to: **Ball Corporation**

cc: POC Transportation Dept



Operations

BL

NUMBER

9156892

8500 WEST TOWER AVE
MILWAUKEE, WI 53224
(414) 354-4410

STOMER ORDER NO.	PICKUP NO. 88370	PICKUP DATE 06/05/06	PICKUP TIME 20:10
SHIP TO: HAIERS TRANSPORT W/H 25 MCLELAND ROAD ST. LOUIS MO 64306 FX:320-251-4491 PH:320-251-6882	SEAL NOS. 1718443	TRAILER OR CAR NO. 1112645	
		SALE	
		X	TRANSFER
	PPD/COL		
	PREPAY		
	93	PRODUCING PLANT	
	MM	SHIP TO (TRANSFERS ONLY)	
	91	SHIP FROM	
	SCAC	CARRIER	
	YUOB	MIDNIGHT H	

DELIVERY DATE 06/05/06	DELIVERY TIME 09:00	BALL VENDOR NO. 2331502			
DESCRIPTION	WEIGHT	PALLETS	QUANTITY	CUSTOMER STOCK CODE	
ALUMINUM CANS, S.U. LIQUID CAPACITY NOT EXCEEDING ONE QUART	4468	22	179.71	PALLET	
INS. N.O.I. SHEET IRON OR STEEL CAPACITY EXCEEDING 1 GALL (BUT NOT EXCEEDING 1 QUART)				TOP FRAME	
INS. ENDG. ALUMINUM				END SKID	

LABEL	PRODUCT NO.	# PALLETS	QUANTITY	CUSTOMER PRODUCT NO.
12 RIVERSIDE RESORT LIGHT	635749	14	114.366	
12 GLUEK GOLDEN LIGHT	641584A	9	65.352	

*DAMAGED CANS
3 pallets*

*Jenny (MTW)
6/7-06*

PALLET NO.	MFG. DATE	PALLET NO.	MFG. DATE	PALLET NO.	MFG. DATE	PALLET NO.	MFG. DATE
9102588568PPP060306		9102588574PPP060306		9105026016PPP060306		9102587720PPP053006	
9102588569PPP060306		9102588575PPP060306		9105026020PPP060306		9102587721PPP053006	
9102588570PPP060306		9102588576PPP060306		9102587714PPP053006		9102587722PPP053006	
9102588571PPP060306		9102588577PPP060306		9102587715PPP053006		9102587723PPP053006	
9102588572PPP060306		9102588578PPP060306		9102587718PPP053006			
9102588573PPP060306		9102588579PPP060306		9102587719PPP053006			

check ml/ke

PERMANENT POST OFFICE ADDRESS OF SHIPPER: 8500 WEST TOWER AVE MILWAUKEE, WISCONSIN 53224
Ball Metal Container Operations Shipper
 Trailer inspected, approved, load checked, received in good order & seal verified by:
 Agent, per *[Signature]*
 PACKING LIST COPY

