My name is:

Jose D Gomez Soto 3229 W. Verona CT Milwaukee, WIS 53215-4228 414 2265085

I ask that you promptly attend to this matter.

I ask that I be reimbursed for all expenses, damages, and losses I have incurred on my house on the dates of March 14, 15, and 16 2009 caused by the City's drainage.

I have enclosed a copy of the report written by the City of Milwaukee.

I have enclosed photos showing damages incurred on my property and vehicles.

Attentively,

Jose D. Gomez Soto

CLAIM AS TRANS-CRIBED BY ACA ELOISA DELEON

09-4-37

March 14, 2009 (Saturday)

4:00p.m. There was water in my entire basement (approximately 15 cm deep of water) The water was coming from the drainage and the pump, and continued draining all night.

March 15, 2009 (Sunday)

The water continued to rise up to ½ meter (half a meter from the height of the water) The insurance company "American Family Insurance" was called and was assisted by Ms. Angelica X Angel (414282-3600) at 830am. They took down the information and they provided us with three names and phone numbers for cleaning services:

1. Servis Master 414 9629910 2. CURO/Milwaukee 262 7869400 3. Serve Pro 262 2501101

But none of the three wanted to come on a Sunday so we had to wait until Monday. Because the water continue to rise I and 2 (two) other persons began taking photos of all the damages in the basement, I rented a pump, and we began taking water from the drainage because there everything in that water, including excrement, the water was very dirty and my worry was that the water continued to rise and if we waited until Monday the water could rise to the second floor and damage my other furniture. And we continued to remove the water and about 8:00p.m. I realized that the water continue to come out in large quantities from both sides and it was useless to continue to remove the water. So I decided at about 9:50p.m. to stop removing the water and I put towels in the drain to hold some of the water that was coming out in large quantities, the water continued to come out and continued to rise. On Sunday, March 15, 2009 at about 2:00pm a gentleman from the City inspected the problem and said, "The problem is yours because the pump does not work," and he left without inspecting further.

March 16, 2009 "Monday"

The Insurance company was called again, they took down more information and they sent a plumber at 1000am. The plumber said that he could not fix the problem as it was not a problem coming from the house instead from the City of Milwaukee and the water continued to come out.

At 1045am the damages agent sent by the insurance company, Ms. Vicky Gronland (414-5345984) arrived and said that the problem did not come from my house, and that the insurance company was not responsible for damages to my property and loss of furniture that I had in my basement that were totally damaged caused by the water from the drain that the City was responsible and that we should call them so that they can fix the problem at the phone number 4142862013 and we called.

At 11:30a.m people from the city of Milwaukee arrived, fixed something in the street and in my house water stopped coming out and all the water in my basement began to leave.

There was approximately 50 centimeters of water (50 centimeters) in the entire basement.

I called a cleaning service company so that they can begin removing all the damaged furniture and to begin cleaning the basement.

Attached to this letter is a list of losses, everything in my basement was in good condition and half of the basement was fixed for living conditions prior to the damage.

Total cleaning of basement		4000.00
2 assistants on Sunday		220.00
l complete living room set (large	couch, medium, and small)	700
1 bedroom dresser	38	500
1 crib	報	100
1 chest of drawers	- 52	100
3 fans		
children's toys		150
3 large rugs		500
a Christmas tree		80
Christmas decorations		= 250
Plants	84	
3 cars of my oldest children		300
small motorbike/scooter of child		60
5 small rugs	2 2	75
duvet/quilt/comforter		60
Family clothing	35 ±1	300
3 garbage cans		30
One work day for Jose Gomez		\$150
One work day for Margarita Gom	ez	\$100
A washer		290
A dryer		290
Service for Furnace		150
Service for boiler		50
small heater		30
stairclimber machine		450

damage to the wall of the basement crib bedding	3000 45
4 pillows	70
2 (two) mattresses	750
3 chairs (for the living room)	150
television furniture/entertainment center	120
Large mirror	200
two small plush chairs for children	40
two pairs of boots (for rain/water)	\$49.00
Table and chairs set	39
for children	\$29.00
One large refrigerator	300.00
Bedspread	\$30.00
One Rocking chair	\$200.00
One skateboard	31.00
6 chairs and one table (patio set)	450.00
two bicycles	150.00
5 suitcases	110.00

*

* 0.00

Milwaokee wis 06 Abril 2009 53215-4228 VI nombre es à 3229 W. Verona aT filwaukee wis 53215-4228 414 2265085 le pido de la manera mas les pido me sean pagados Todos los gastos, daños y perdidas que tuve en mi casa el día 14,15 y 16 de arzo del 2009, mismo que fue asionado por el drenaje de la ciuda Le envio una copia del reporte la Ciodad de Milwaukee: ocasiona dos a mi prapiadad y mobile

14 Marzo 2009 (Sabado) 4:00 p.M. Habia agua entodo el beisman C como 15 centimetros de alto el agua) estaba saliendo el agua por el drena-je y por la pompa, siguio saliendo agua Toda la noche. 15 Marzo 2009 (Domingo) Siguio subjendo el agua hasta 1/2 6 Abril metro Cmedio metro de altora el agua)
se le llamo a la Aseguranza "American
Tamily Insurance" atendida por la señorita Angelica X Angel C414 282-3600)
a las 8:30 A.M. Tomaron datos y nos dieron 3 nombres y Teleponos de servicios de limpieza 8 O Servis Master 414 9629910 262 7869400 3) Serve Pro 262 2501101 Pero ningono de los tres goizovenir por ser Domingo que esperaramos hasta el lunes. Como el agua seguis subiendo en yo José Gomez Soto y 2 (dos) personas mas comenzamo a Tomar Fotos de Todo lo que se me habia dañado en el beisman rente una bomba y comenzamos

a sacar el aqua del drenaje, porque había de lodo en esa aqua, hasta escremento, el aqua hera moy sucia mi Temor hera que el aqua siquiera sobiendo y si esperaba nes podia subjer al segundo piso, y también mis otros muebles y seguimos sacando el agua y como a las 8:00 p.m. me di cuenta que el agua segua saliendo en orandes y cantidades por los dos lados y hera inutil que la siguieramos sacando por lo que a las 9:50f decidi no sacarla mas y ponerle Toallas al drenaje para detener un poco el agua que salia en arandes cantidades, el agua sigui Fue subience 2:00 p. M. aproxima damenta paso un señor de la Cibal entro a ver el problema y dijo "El problema es suyo la bomba na sivi y se tue, sin revisar nada mas.

16 Marzo 2009 "Tones" Se le llamo a la Aseguranza nueva-mente, Tomo otra vez los datos y envio un Plomero a las 10:00 A.M. al plomero duo no poder arreglar el el plomero dyo no poder arreglar el problema ya que no hera problema de la Ciudad de Milwaukee y el agua segura saliendo llego a las 70:45 A.M. la liquitadora de Daños que envio la Aseguranza la Sra Vicky Gronland C414—5345984) y duo que este no hera problema do mi casa, que la Aseguranza no hera responsable por los daños a mi propredad y las perdidas de muebles, que yo Tenía en mi beis man los cuales se dañaron en su Totalidad por el agua del drenaje que la Giodad hera responsable y que les llamaramos a ellos para que nos arreglaran el problema al relepono 414 286 2013 y llamamos.

A las 11:30 A.M. vino gente de
City of Hilwaukee, arreglaron algo
en la calle y en mi casa dejo de salir
mas agua y comenzo a salir todo el agua que habia en mi belsman.

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ENVIRONMENTAL ENGINEERING SEWER MAINTENANCE CITY OF MILWAUKEE INFRASTRUCTURE

BACKWATER IN BASEMENT - CODE 1

Received (Data): 3229 W. Ve	160 WA CT	
)car	229 (,
	Ulspatched Location:	:

d:(Date): 3-16-09 (Time): 10 % (From): /cc.: (Person): Gower (Phone #):

Contact:(Person): Goimes

FIELD INVESTIGATION

Field Investigator	1 -	Date of Backwater 3-16-09 City Surcharge: Yes 60 Mis Surcharge: Ye	Highwater Mark from Top of Frame: 2 10 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 1	Lateral Clogged - Recommend Plumber
Time Arrived: (102) Crew #: (3) Field Investigator (1,00)	Sewer Type: SAN Sewer Size: 8"	Date of Backwater: 3-16-0	Highwater Mark from Top of	

Sewer clog: 1. Obtain print when possible 2. Locate obstruction 3. Call proper equipment Time Opened: Time Completed: Time Began Cleaning: Location of Clog (note dry & backed-up manholes): __ Sewage Elevation (from top of manhole): Time Found: Opened By:

Obstruction Due To:

Final Status & Additional Information: Main Clossed due To Light Greate, Towels 32 mil Verona ci. Rocket up M. H. on 33 ch Verona CE, STURRED Jetning At 10 40/A ENGEL AT 1105/A. Acc good Now OPENED WITH M22 ETHERLY, DRY MIT IN JUTERSECTION OF



AMERICAN FAMILY INSURANCE GROUP

6131 BLUE CIRCLE DRIVE • EDEN PRAIRIE MN 55343-9130

Mailing Address: PO BOX 1300 • MINNEAPOLIS, MN 55440-1300 • PHONE: (952) 352-8750

JOSE GOMEZ 3229 W VERONA CT MILWAUKEE WI 53215

RE:

Claim Number: 00-321-203226-0514

Policy Number: 48-B41047-01 Insured Name: Jose Gomez Date of Loss: March 14, 2009

Dear:

This letter is in regard to your claim on the above date. Your policy, which is a HOMEOWNERS POLICY, SPECIAL FORM 3, does not provide coverage for flood, surface water, sewer backup or subsurface water. Please refer to your policy on page 7, under EXCLUSIONS -- SECTION I, PART A, number 9, or the attached photocopy.

The information furnished to us and our inspection of your property found the city sewer had backed up in your basement.

Therefore, we must respectfully deny your claim for damages to .

Respectfully,

Vicki Gronland Senior Property Field Adjuster American Family Mutual Insurance

Cell: (414)-534-5984 Phone: (414)-766-9550 Fax: (414)-764-7676

Email: vgronlan@amfam.com

Enclosure: Homeowners Policy Special Form 3, Page 7

EXCLUSIONS - SECTION I

PART A

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

 Earth Movement, meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; subsidence; sinkhole; erosion; mudflow; earth sinking, nsing, shifting, expanding or contracting; volcanic eruption, meaning the eruption, explosion or effusion of a volcano.

This exclusion applies whether or not the earth movement is combined with water or rain.

We do cover only direct resulting loss when caused by:

- a. fire;
- b. explosion other than the explosion of a volcano; or
- if an insured penil, breakage of glass or safety glazing material which is a part of a building.
- intentional Loss, meaning any loss or damage arising out of any act committed:
 - a. by or at the direction of any insured; and
 - b. with the intent to cause a loss.
- Neglect of any insured to use all reasonable means to protect covered property at and after the time of loss.
- Nuclear Hazard, meaning nuclear reaction, radiation, radioactive contamination or any consequence of any of these. Loss caused by nuclear hazard is not considered loss by perils of Fire, Explosion or Smoke. Direct loss by fire resulting from nuclear hazard is covered.
- 5. Ordinance, Law or Regulation, meaning enforcement of any ordinance, law or regulation which regulates the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. This includes, but is not limited to the removal and disposal of damaged or undamaged property which results from such enforcement.

 This exclusion does not apply to owner occupied dwellings.

 We do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril.
- Pollution, meaning any actual, allegad or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of pollutants from any source.
- Power Failure, meaning the failure of power or other utility service if the failure takes place away from the insured premises. If a Peril Insured Against ensues on the insured premfses, we will pay only for loss caused by that peril.
- War (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon or device, even if accidental.

9. Water Damage, meaning:

- a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. We do not cover spray from any of these, whether or not driven by wind;
- b. water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area; or
- c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by Fire or Explosion.

PART B

The following exclusion applies to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I.

- Fraud. We will not provide coverage for all or any part of a loss if, before or after the loss, any insured has:
 - Intentionally concealed or misrepresented any material fact or circumstance including but not limited to misrepresentations relating to the loss; or
 - b. Engaged in fraudulent conduct.

PART C

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension. We do not insure for loss caused by any of the following.

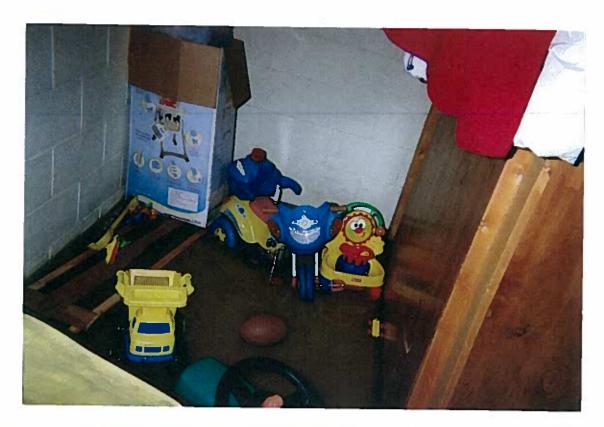
- Acts or Decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
 - a. construction, reconstruction, repair, remodeling or renovation:
 - materials used in construction, reconstruction, repair, remodeling or renovation;
 - c. design, workmanship or specifications;
 - siting, surveying, zoning, planning, development, grading or compaction; or
 - e. maintenance;
 - of part or all of the insured premises or any other property.
- Weather Conditions which contribute in any way with a cause or event excluded in Part A above to produce the loss.

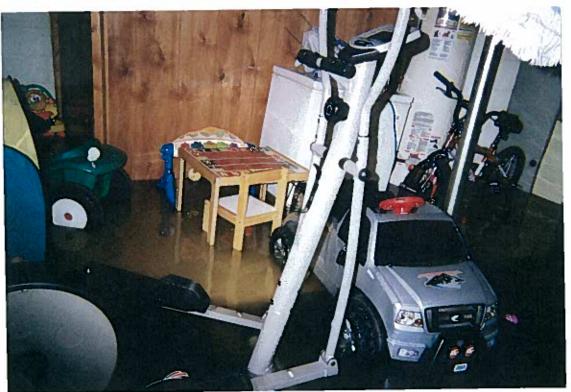
However, we do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension not excluded or excepted in this policy.

CONDITIONS - SECTION I

The following conditions apply to all of Section I of this policy.

- Abandoned Property. You may not abanden property to us unless we specifically agree to it.
- Arbitration. In making a claim under the property coverages, if you or we cannot agree as to the amount of liability, the controversy may be settled by arbitration. Either party may make this demand by written request made within 60 days after receipt of the properly completed proof of loss by us. The procedure is as follows:
- a. The arbitration will be conducted in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration, and its expenses, are agreed to between the parties. It is the obligation of the requesting party to contact the American Arbitration Association, or other forum agreed on to initiate the arbitration proceedings.
- Judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction.
- The expenses of the American Arbitration Association will be paid by the party requesting it.
- All parties agree to be bound by any award made by the arbiters.





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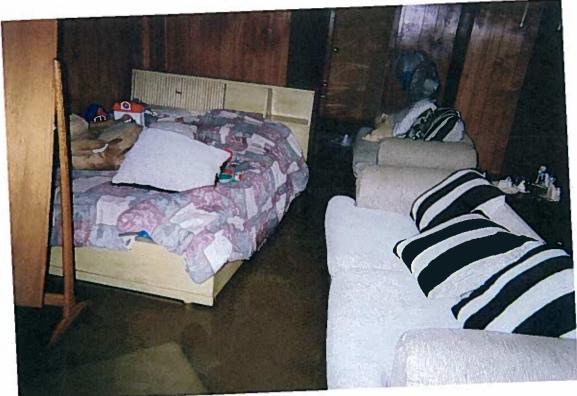






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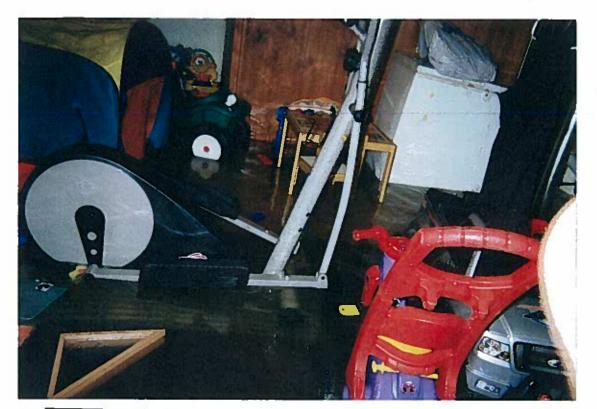




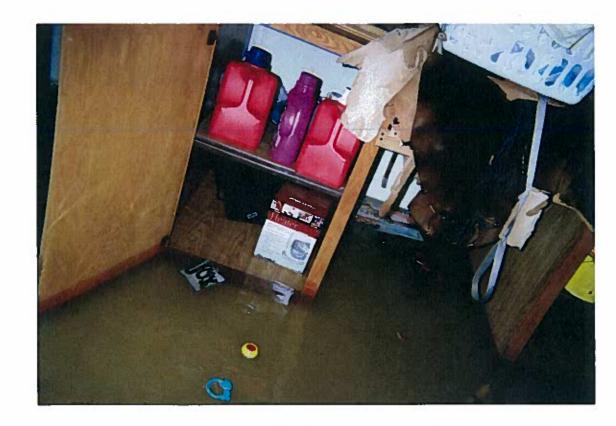


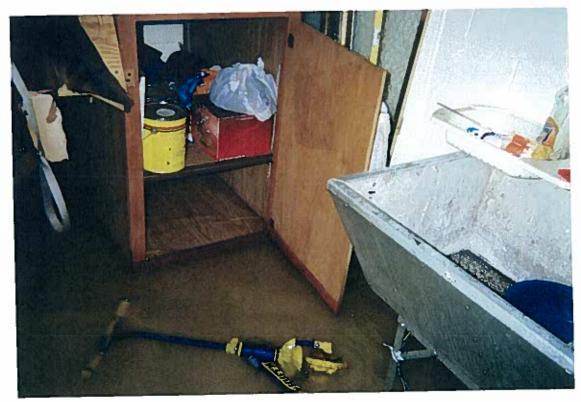












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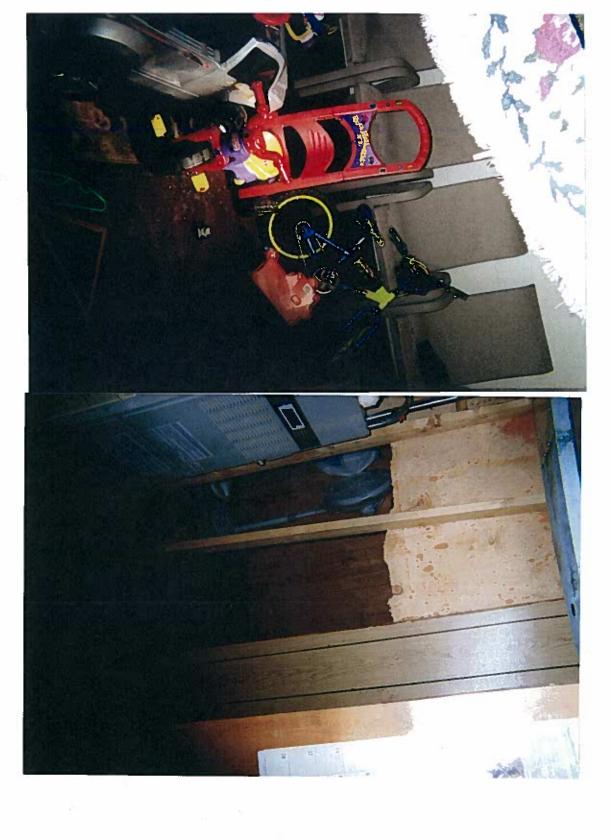




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