

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 DE LEON*

09-L-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
1 complete living room set (large couch, medium, and small)	700
1 bedroom dresser	500
1 crib	100
1 chest of drawers	100
3 fans	
children's toys	150
3 large rugs	500
a Christmas tree	80
Christmas decorations	250
Plants	
3 cars of my oldest children	300
small motorbike/scooter of child	60
5 small rugs	75
duvet/quilt/comforter	60
Family clothing	300
3 garbage cans	30
One work day for Jose Gomez	\$150
One work day for Margarita Gomez	\$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	3000
crib bedding	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
Bedsread	\$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

Milwaukee wis
53215-4228

06 Abril 2009

Mi nombre es:

José D. Gómez Soto
3229 W. Verona CT
Milwaukee wis
53215-4228
414 2265085

CITY OF MILWAUKEE
REC
2009 APR - 3 PM 3:18
CITY OF MILWAUKEE
CITY OF MILWAUKEE
RONALD D. KOENIG
CITY OF MILWAUKEE
2009 APR - 8 PM 3:22

Le pido de la manera más atenta
atiendan mi caso.

Les pido me sean pagados Todos
los gastos, daños y perdidas que tuve
en mi casa el día 14, 15 y 16 de
Marzo del 2009, mismo que fue
ocasionado por el drenaje de la ciudad

Le envío una copia del reporte
de la Ciudad de Milwaukee.

Le envío fotos de los daños
ocasionados a mi propiedad y mueble
Atentamente

José D. Gómez Soto

14 Marzo 2009 (Sabado)

4:00 P.M. Habia agua en todo el beisman (como 15 centimetros de alto el agua) estaba saliendo el agua por el drenaje y por la pompa, siguio saliendo agua Toda la noche.

15 Marzo 2009 (Domingo)

Siguio sobiendo el agua hasta 1/2 metro (medio metro de altura el agua) se le llamo a la Aseguranza "American Family Insurance" atendida por la seño-rita Angelica X Angel (414 282-3600) a las 8:30 A.M Tomaron datos y nos dieron 3 nombres y telefonos de servicios de limpieza:

- ① Servis Master 414 9629910
- ② CURRO / Milwaukee 262 7869400
- ③ Serue Pro 262 2501101

Pero ninguno de los tres quizo venir por ser Domingo que esperaramos hasta el lunes. Como el agua seguia sobiendo yo José Gómez Soto y 2 (dos) personas mas comenzamos a tomar fotos de todo lo que se me habia dañado en el beisman rente una bomba y comenzamos

6 Abril 2009

a sacar el agua del drenaje, porque habia de todo en esa agua, hasta excremento, el agua hera muy sucia mi temor hera que el agua siguiera sobriendo y si esperaba hasta el lunes podia subir al segundo piso y dañarme tambien mis otros muebles y seguimos sacando el agua y como a las 8:00 p.m. me di cuenta que el agua seguia saliendo en grandes cantidades por los dos lados y hera inutil que la siguieramos sacando por lo que a las 9:50 p.m. decidi no sacarla mas y ponerle toallas al drenaje para detener un poco el agua que salia en grandes cantidades, el agua siguio saliendo y fue sobriendo nuevamente. El domingo 15 Marzo 2009 como a las 2:00 p.m. aproximadamente paso un señor de la Ciudad entro a ver el problema y dijo "El problema es suyo la bomba no sirve y se fue, sin revisar nada mas."

6 Abril 2009

16 Marzo 2009 "Lunes"

Se le llamo a la Aseguradora nuevamente, Tomo otra vez los datos y envio un Plomero a las 10:00 A.M. el plomero dijo no poder arreglar el problema ya que no hera problema de la casa sino de la Ciudad de Milwaukee y el agua seguia saliendo. Llego a las 10:45 A.M. la liquidadora de Daños que envio la Aseguradora la Sra. Vicky Gronland (414-5345984) y dijo que este no hera problema de mi casa, que la Aseguradora no hera responsable por los daños a mi propiedad y las perdidas de muebles, que yo Tenia en mi beisman los cuales se dañaron en su totalidad por el agua del drenaje que la Ciudad hera responsable y que les llamaramos a ellos para que nos arreglaran el problema al telefono 414 286 2013 y llamamos.

A las 11:30 A.M. vino gente de City of Milwaukee, 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 beisman.

6 Abril 2009

Aproximadamente habia 50 centimetros de agua (Cincoenta centimetros) en Todo mi beisman.

llame a una de las companias de limpieza para comenzar a sacar Todos mis muebles dañados y hacer limpieza Total de mi beisman.

Adjunto a esta carta le envio una lista de Todo lo que perdi, Todo estaba en mi beisman en buenas condiciones ya que la mitad de mi beisman esta arreglado bien para vivir ahi.

6 Abril/2009

2007
11/04
0

- Limpieza Total beisman 4000⁰⁰
- 2 ayodantes del domingo 220⁰⁰
- 1 Sala completa (sillon grande, mediano y chico) 700
- 1 Recamara 500
- 1 Cama niño 100
- Una cajonera 100
- 3 Ventiladores
- Juguetes de los niños 150
- 3 Tapetes grandes 500
- Un arbol navideño 80
- Adornos Navideños 250
- Plantas
- 3 Carros de mis hijos grandes 300
- Una moto chica de mi hijo 60
- Cinco Tapetes chicos 75
- Un edredon (Cobija cama) 60
- Ropa - Ropa de la familia 300
- Tres botes de basura 30
- Un día de Trabajo José Gómez \$150
- Un día de Trabajo Margarita Gómez \$100
- Una lavadora 290
- Una secadora 290
- Arreglo del Calenton 150
- Arreglo del boiler 50
- Un calenton chico 30
- Una maquina escaladora de ejercicio 450

(6)

- Daño a la pared del beisman	3,000
- Edredon ó colcha de la cuna	45
- 3 Almohadas	70
- 2 Cdos) Colchones	750
- 3 mesas (de la sala)	150
- Un mueble de Television	120
- Un espejo grande	200
- Dos sillas de niños (de peluche)	40
- 2 pares de botas para el agua	\$ 49 ⁰⁰
- Un juego de mesa y dos sillas, para niños	39 \$ 29 ⁰⁰
- Una yelera Grande	300 ⁰⁰
- Un Cobertor	\$ 30 ⁰⁰
- Una silla mecedora	\$ 200 ⁰⁰
- Una patineta	31 ⁰⁰
- 6 sillas y una mesa (Juego de patio)	450 ⁰⁰
- dos biciletas	50 ⁰⁰
- 5 Maletas	110 ⁰⁰

6 Abril 2001

**CITY OF MILWAUKEE
INFRASTRUCTURE
ENVIRONMENTAL ENGINEERING
SEWER MAINTENANCE**

BACKWATER IN BASEMENT - CODE 1
 Dispatched Location: 3229 W. Verona Ct.
 Received: (Date): 3-16-09 (Time): 10:10 (From): fcc
 Contact: (Person): Gomez (Phone #): 414-224-3111

FIELD INVESTIGATION

Time Arrived: 8:20²⁵ Crew #: M2 Field Investigator: Finch Assisted by: Bludges
 Sewer Type: San Sewer Size: 8" Sewer Status: Clogged MIS Surcharge: Yes No
 Date of Backwater: 3-16-09 City Surcharge: Yes No Lateral Clogged - Recommend Plumber
 Highwater Mark from Top of Frame: 3' Flow in inches: 1/2"

Sewer clog: 1. Obtain print when possible 2. Locate obstruction 3. Call proper equipment

Time Found: _____ Time Began Cleaning: _____ Time Opened: _____
 Opened By: _____ Time Completed: _____
 Location of Clog (note dry & backed-up manholes): _____
 Sewage Elevation (from top of manhole): _____ Obstruction Due To: _____

Final Status & Additional Information: Main clogged due to light Greasey Travels

OPENED WITH M22 EXHAUST. 30Y MIN IN INTERSECTION OF
32nd & VEDONA ST. RACED UP M.H. ON 33rd & VEDONA ST.
STARTED STOPPING AT 10:40A ENDED AT 11:05A. ALL GOOD NOW



AMERICAN FAMILY INSURANCE GROUP

March 17, 2009
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.

1. **Earth Movement**, meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; subsidence; sinkhole; erosion; mudflow; earth sinking, rising, 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
 - c. if an insured peril, breakage of glass or safety glazing material which is a part of a building.
2. **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.
3. **Neglect of any insured** to use all reasonable means to protect covered property at and after the time of loss.
4. **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.
6. **Pollution**, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of pollutants from any source.
7. **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 premises, we will pay only for loss caused by that peril.
8. **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.

1. **Fraud**. We will not provide coverage for all or any part of a loss if, before or after the loss, any insured has:
 - a. 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.

1. **Acts or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body.
2. **Planning, Construction or Maintenance**, meaning faulty, inadequate or defective:
 - a. construction, reconstruction, repair, remodeling or renovation;
 - b. materials used in construction, reconstruction, repair, remodeling or renovation;
 - c. design, workmanship or specifications;
 - d. siting, surveying, zoning, planning, development, grading or compaction; or
 - e. maintenance;of part or all of the insured premises or any other property.
3. **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.

1. **Abandoned Property**. You may not abandon property to us unless we specifically agree to it.
2. **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.
- b. Judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction.
- c. The expenses of the American Arbitration Association will be paid by the party requesting it.
- d. All parties agree to be bound by any award made by the arbiters.











































