M & T Midnight Express Trucking, LLC C/O Marvin Beamon 1633 North Arlington Place, #206 Milwaukee, WI 53202

City of Milwaukee, City Attorney DPW Parking Enforcement Milwaukee City Hall Room 800 200 East Wells Street STE 800 Milwaukee, WI 53202

Dear Ladies and Gentlemen:

I am writing you to inform you through this Notice to Take Notice of file a Predatory Towing Lawsuit which I have enclosed.

If you can prove that you are not involved or party to the violation of this enclosed complaint, provide video evidence of each date listed in complaint as a predatory tow and the employee authoring tow, he or she timesheets surrounding the hours and time for each of said 5 Towing Records /Date .

Please reach out to me regarding this matter once upon receipt of this Notice. I will file a Lawsuit anytime after July 8, 2024 about this business matter when I feel being delayed or not handle swiftly. Notify me as necessary to essential proof.

Sincerely,

Marvin Beamon

To city of Milwaukee: Take Notice of Predatory Towing Lawsuit that will be file anytime after July 8, 2024. 7/5/2024 3:20:18 PM

Milwaukee County Circuit Courthouse M & T Midnight Express Trucking, LLC.

Vs

City of Milwaukee and Milwaukee Department of Public Works

Case No:

The Complaints states that On May 25, 2024, M & T Midnight Express Trucking, LLC., discovered that the Defendant, City of Milwaukee and City of Milwaukee's Department of Public Works Parking Enforcement Division have sole responsibility acting alone in violating the Constitutional Rights in fraud of Common Carrier Business, M & T Midnight Express Trucking and their owners by its members denied involved in harassment towing or by intentional depriving the Plaintiff of money from such towing, In addition, its members misrepresenting information or members to another by distorting the enforcement reasons through parking citations or on Tow Lot Intake form or claiming in video of towing events, or Lastly, Making a false statement to perform acts of predatory towing against the plaintiff's vehicle as such as blocking traffic or obstructing traffic while in a legally parked within parking space or others, etc.. to enforce tow. In Actions Violating of Section WI Statue 895.444(c): WI Statue 895.446 and WI Statue 940.45(6), (m)and (4): WI Statue 943.01(1) & 943.01(2) WI 943.11: WI Statue 943.39; and 943.392.:Municipal Traffic Codes 101.

The First of these predatory Towing Existed on February 24, 2021 at about 6:20am from location Warren Ave, 1635 N., Milwaukee, WI 53202 by intentionally towing the Plaintiff's Vehicle to City Tow Lot on 3811 West Lincoln Avenue, Milwaukee, WI 53215 to impound using their contracted Towing Company, All City Towing, LLC. Thus, In order to release Plaintiff's Vehicle, a healthy Fee requesting \$635.00 in single monetary payment of said Defendants to the City of Milwaukee Tow Lot. The Price tag was paid by the Plaintiff on February 26, 2021 from less than an 15 miles and one hour of tow time. In Actions Violating of Section WI Statue 943.39 and 943.392: Municipal Traffic Code 101.

The Second of these predatory towing occurred on March 9, 2021 at about 8:26am from location 1617 N. Warren Ave, Milwaukee, WI 53202 by intentionally towing the Plaintiff's to ALL CITY TOWING, LLC, 1213 North Mallory Avenue, Milwaukee, WI 53221 to be impounded using their contracted Towing Company, All City Towing, LLC. Thus, In order to release Plaintiff's Vehicle, a healthy Fee requesting \$595.00 dollars in a single monetary payment of said Defendants to the City of Milwaukee Tow Lot. The Price tag was paid by the Plaintiff on March 9, 2021 from less than an 15 miles and one hour of tow time. Not limited to In Actions Violating of Section WI Statue 943.39 and 943.392: WI Statue 895.444(c), WI 943.11:WI Statue 943.39 and 943.392. Municipal Traffic Code 101.

The Third Constitutive month of these predatory Towing happened on April 2, 2021 at about 2.46am from false location 1221 East Brady Street, Milwaukee, WI 53202 by intentionally

towing the Plaintiff's Vehicle to ALL CITY TOWING, LLC, 1213 North Mallory Avenue, Milwaukee, WI 53221 to impound using their contracted towing company, All City Towing, LLC. Thus, In order to release Plaintiff's Vehicle, a healthy Fee claiming \$627.73 dollars in a single monetary payment of said Defendants to the City of Milwaukee Tow Lot. The expense was paid by the Plaintiff on April 2, 2021 from less than an 15 miles and one hour of tow time. Not Limited to In Actions Violating of Section WI Statue 943.39 and 943.392: WI Statue 895.444(c): WI 943.11:WI Statue 943.39 and 943.392. Municipal Traffic Code 101.

During The Fifth Month & Sixth Month, There was a halt or interruption in the predatory towing, because I had personal loss and family emergency for New York City travel.

The Fourth of these predatory towing occurred when I got back from emergency in July on July 28, 2021 at about 8:27am from 1667 N Arlington Place, Milwaukee, WI 53202 that caused intentional damage to body of Vehicle by intentionally towing the Plaintiff's Vehicle to City Tow Lot on 3811 West Lincoln Avenue, Milwaukee, WI 53215 to be impounded using their contracted towing company, All City Towing, LLC. Thus, In order to release Plaintiff's Vehicle, a healthy Fee involving \$910.00 dollars of said tow and another \$325.00 dollars to exist Impound. The incurred total amount formed Double Towing fees of \$1,235.00 dollars which were paid on August 4, 2021 from less than an 15 miles and one hour of tow time. Not Limited to In Actions Violating of Section WI Statue 895.444(c): Wi Statue 895.446 and WI Statue 940.45(6), (m)and (4):WI Statue 943.01 (1) & 943.01(2). WI 943.11:WI Statue 943.39 and 943.392. Municipal Traffic Code 101.

The Fifth and last costly Tow of these predatory towing happened on August 1, 2022 at about 2:59am from 2231 N. Martin Luther King Jr. Drive, an City Public Parking Lot by intentionally towing the Plaintiff's Vehicle to City Tow Lot on 3811 West Lincoln Avenue, Milwaukee, WI 53215 to be impound using their contracted towing company, All City Towing, LLC. Thus, In order to release Plaintiff's Vehicle, a healthy Fee, demanding \$895.00 dollars of said tow and another \$750.00 dollars to exit impound. The incurred total amount formed Double Towing Fees of \$1,645.00 dollars which were paid on June 20, 2023. In Actions Violating of Section WI Statue 895.444(c): Wi Statue 895.446 and WI Statue 940.45(6), (m)and (4), WI 943.11: WI Statue 943.39 and 943.392. Municipal Traffic Code 101

2/24/2021 \$ 635.00 3/09/2021 \$ 595.00 4/02/2021 \$ 627.73 7/28/2021 \$1,235.00 8/01/2021 \$1,645.00

\$4,737.73 Monetary Fraud \$5,000.00 TORT INJURY

\$9,737.73 Grand Total of Complaint Claim

DATE FILED\_\_\_\_\_

1633 North Arlington Avenue #206 Milwaukee, WI 53202

M & T Midnight Express Truckir C/O Marvin Beamon

CERTIFIED MAIL

City Attorney 200 East Wells Street STE 800 Milwaukee, WI 53202

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City of Milwaukee

U.S. POSTAGE PAID FCM LETTER MILWAUKEE, WI 53203 JUL 05, 2024



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