

June 4, 2012

CITY OF MILWAUKEE  
2012 JUN -7 PM 12:15  
CITY CLERK'S OFFICE

To Whom It May Concern:

We received your decision via mail regarding payment for the damage done to our vehicle by the department of waste management. Your investigation apparently has come up inconclusive for evidence that your employee caused the damage to our vehicle. Our vehicle has over \$800 worth of damage because your employee chose to take the garbage cart to the front of our house although there was not enough room to get around our car. We called the office to report it immediately and the person that came out to do the preliminary investigation, Raul, told us it was "obvious" that the damage was done by their department as all physical evidence pointed to the damage coming from the garbage cart. He lined up the screws on the garbage cart to the scratches on our vehicle and they lined up perfectly. They even broke a branch off of our bush trying to get it through. The investigator took several pictures of everything giving evidence of the above stated. Your employee is obviously not going to fess up to what they did for fear of losing his/her job. I do not think that it is ok that your employee says "I did not do it" and we have to be left with a damaged vehicle. Especially when an employee from the waste management department came personally to investigate the situation and stated it was obvious how the damage was done. We ask that you reconsider your decision because we do not feel that it was the correct decision considering the evidence.

Thank you,

Carlos and Carmen Casso  
4839 W Fillmore Dr  
Milwaukee, WI 53219

RECEIVED  
JUN 8 2012  
OFFICE OF  
CITY ATTORNEY

April 16, 2012

CITY OF MILWAUKEE  
2012 APR 23 PM 12: 37  
RONALD D. LEONHARDT  
CITY CLERK

To Whom It May Concern:

Our vehicle obtained damaged by an employee of the department of waste management on the morning of March 9<sup>th</sup> 2012. I came to realize the damage later the same morning and confirmed my suspicions of how it happened by lining up the scratch to the bolts on the trash can itself. I then notified waste management of the damages the week of March 11<sup>th</sup> and they had someone come out and take a look. He confirmed that it was obvious how the damage occurred. We did obtain an estimate of what it will cost to fix the damage and you will find that estimate enclosed.

Thank you,



Carlos Casso

Address of incident: 4839 W. Fillmore Dr Milwaukee WI 53219  
Phone number: 414-750-3808

CITY OF MILWAUKEE  
RECEIVED

APR 23 PM 3: 33

OFFICE OF  
CITY ATTORNEY

SCHLOSSMANN'S IMPORTS INC  
3450 S 108TH ST  
MILWAUKEE, WI 53227-4026  
PHN: 414 328 3500 FAX: 414 328 3515

\*\*\* PRELIMINARY ESTIMATE \*\*\*

04/03/2012 12:37 PM

Owner

Owner: CARLOS CASSO  
4839 W. FILLMORE DR CELL 414-750-3808  
MILWAUKEE, WI 53219 414-708-5740

Inspection

Inspection Date: 04/03/2012 12:38 PM

Inspection Type:

Appraiser Name: KEN PETERSON  
Address: 3450 S. 108th ST.  
City State Zip: Milwaukee, WI 53227  
Email: 3kenp@schlossmannauto.com

Appraiser License # :  
Work/Day: (414)328-3500x175  
FAX: (414)328-3515

Repairer

Repairer: Schlossmann's Honda City  
Address: 3450 S 108Th St  
City State Zip: Milwaukee, WI 53227  
Email: 3jamieb@schlossmannauto.com

Contact: 3  
Work/Day: (414)328-3500x163  
Work/Day:

2012 APR 23 PM 3:33  
CITY OF MILWAUKEE  
OFFICE OF THE CITY ATTORNEY

Vehicle

2007 Honda Pilot EX 4 DR Wagon  
6cyl Gasoline 3.5  
5 Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Refinish: Two-Stage

VIN: 5FNYP18437B001251  
Mileage Type: Actual  
Code: H7123B  
Int. Refinish: Two-Stage

Options

|                          |                           |                          |
|--------------------------|---------------------------|--------------------------|
| 4-Wheel Drive            | 8 Passenger Seating       | AM/FM In-dash CD Changer |
| Alarm System             | Aluminum/Alloy Wheels     | Anti-lock Brakes         |
| Cargo/Trunk Net          | Center Console            | Climate Control For A/C  |
| Cruise Control           | Dual Air Conditioning     | Dual Airbags             |
| Floor Mats               | Fog Lights                | Garage Door Opener       |
| Head Airbags             | Intermittent Wipers       | Keyless Entry System     |
| Lighted Entry System     | Limited Slip Differential | Mud/Splash Guards        |
| Overhead Console         | Power Brakes              | Power Door Locks         |
| Power Drivers Seat       | Power Mirrors             | Power Steering           |
| Power Windows            | Privacy Glass             | Rear Spoiler             |
| Rear Window Defroster    | Rear Window Wiper/Washer  | Roof/Luggage Rack        |
| Side Airbags             | Skid Plates               | Stability Cntrl Suspensn |
| Strg Wheel Radio Control | Tachometer                | Theft Deterrent System   |
| Tilt Steering Wheel      | Tinted Glass              | Traction Control System  |
| Trip Computer            | Velour/Cloth Seats        | XM Satellite Radio       |

**Damages**

| Line | Op    | Guide | MC | Description             | MFR.Part No.        | Price    | ADJ% | B% | Hours | R   |
|------|-------|-------|----|-------------------------|---------------------|----------|------|----|-------|-----|
| 1    | I     | 390   |    | Pnl Assembly,Quarter RT | Repair              |          |      |    | 1.0*  | SM  |
| 2    | L     | 390   | 13 | Pnl Assembly,Quarter RT | Refinish            |          |      |    | 3.7   | RF  |
|      |       |       |    |                         | 2.6 Surface         |          |      |    |       |     |
|      |       |       |    |                         | 0.6 Two-stage setup |          |      |    |       |     |
|      |       |       |    |                         | 0.5 Two-stage       |          |      |    |       |     |
| 3    | RI    | 396   |    | Qtr Glass R & I RT      | R & I Assembly      |          |      |    | INC   | SM  |
| 4    | RI    | 158   |    | Dam,Quarter Glass RT    | R & I Assembly      |          |      |    | 1.4   | SM  |
| 5    | EP    | 534   |    | Taillamp Assembly RT    | Replace PXN         | \$138.00 |      |    | 0.3   | SM  |
| 6    | RI    | 566   |    | Rear Bumper Cover R&I   | R & I Assembly      |          |      |    | 1.0   | SM  |
| 7    | EC    | M07   |    | Pinstripes-Tape         | Replace Economy     | \$25.00* |      |    | 0.5*  | SM  |
| 8    | L     | M14   |    | Corrosion Protection    | Refinish            |          |      |    | 0.2*  | RF  |
| 9    | EC    | M29   |    | Glass Installation Kit  | Replace Economy     | \$25.00* |      |    |       | SM  |
| 10   | N     | M60   |    | Hazardous Waste Removal | Additional Labor    | \$3.00*  |      |    |       | SM  |
| 11   | BR    |       |    | RT ROOF RAIL            | Blend Refinish      |          |      |    | 0.8*  | RF* |
| 11   | Items |       |    |                         |                     |          |      |    |       |     |

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

|                                   |          |          |
|-----------------------------------|----------|----------|
| Other Parts                       | \$191.00 |          |
| Paint Materials                   | \$159.80 |          |
| <b>Parts &amp; Material Total</b> |          | \$350.80 |
| Tax on Parts & Material           | @ 5.600% | \$19.64  |

| Labor            | Rate     | Replace Hrs | Repair Hrs | Total Hrs |          |
|------------------|----------|-------------|------------|-----------|----------|
| Sheet Metal (SM) | \$54.00  | 3.2         | 1.0        | 4.2       | \$226.80 |
| Mech/Elec (ME)   | \$115.00 |             |            |           |          |
| Frame (FR)       | \$54.00  |             |            |           |          |
| Refinish (RF)    | \$54.00  | 4.7         |            | 4.7       | \$253.80 |
| Paint Materials  | \$34.00  |             |            |           |          |

|                    |          |  |           |                 |
|--------------------|----------|--|-----------|-----------------|
| <b>Labor Total</b> |          |  | 8.9 Hours | \$480.60        |
| Tax on Labor       | @ 5.600% |  |           | \$26.91         |
| <b>Gross Total</b> |          |  |           | <b>\$877.95</b> |
| <b>Net Total</b>   |          |  |           | <b>\$877.95</b> |

Alternate Parts Y/01/01/00/00/00 CUM 01/01/00/00/00 Zip Code: 53227 Default

Audatex Estimating 6.0.726 ES 04/03/2012 12:40 PM REL 6.0.726 DT 03/01/2012 DB 04/01/2012  
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**1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

**Op Codes**

|                            |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| * = User-Entered Value     | E = Replace OEM                | NG = Replace NAGS          |
| EC = Replace Economy       | OE = Replace PXN OE Srpls      | UE = Replace OE Surplus    |
| ET = Partial Replace Labor | EP = Replace PXN               | EU = Replace Recycled      |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebld   | UM = Replace Reman/Rebuilt |
| L = Refinish               | PC = Replace PXN Reconditioned | UC = Replace Reconditioned |
| TT = Two-Tone              | SB = Sublet Repair             | N = Additional Labor       |
| BR = Blend Refinish        | I = Repair                     | IT = Partial Repair        |
| CG = Chipguard             | RI = R & I Assembly            | P = Check                  |
| AA = Appearance Allowance  | RP = Related Prior Damage      |                            |



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OFFICE OF THE CITY CLERK  
Milwaukee, Wisconsin

## INSTRUCTIONS FOR FILING A CLAIM AGAINST THE CITY OF MILWAUKEE

To file a claim against the City a claimant must comply with Section 893.80(1), Wis. Stats., a copy of which is printed at the bottom of this instruction sheet. Generally the statute requires the claimant to submit to the City Clerk:

1. A document stating the circumstances of the claim which must be signed by the claimant, or his/her agent or attorney. This document should be filed within 120 days of the event.
2. A document stating the address of the claimant and a statement of the relief sought. If money damages are sought, a specific sum must be stated.

*(The above information may be combined in a single document.)*

The following information should also be submitted to allow the City to promptly act on your claim:

1. Proof of the amount of the claim by means of either itemized receipts or two itemized estimates.
2. A phone number where the claimant can be reached during business hours as well as the claimant's e-mail address, if any.
3. As detailed a description of the incident as possible, including the date, time and place.

All information should be submitted to:

City Clerk  
ATTN: CLAIMS  
200 E. Wells St., Room 205  
Milwaukee, WI 53202-3567

### ADDITIONAL INFORMATION

Before you can file a lawsuit against the City of Milwaukee for reimbursement, State law requires that you first follow the claim procedures established by the City Clerk.

Filing a claim against the City does not automatically guarantee reimbursement from the City. However, the City examines each claim on an individual basis in determining if reimbursement is legally required.

In order to obtain reimbursement for a claim against the City, you must prove that the City or its employees acted unlawfully or negligently.

Only the City Attorney or the Common Council and the Mayor can authorize payment of a claim against the City. Any other representations made by City employees are not legally binding on the City.

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893.80 Claims against governmental bodies or officers, agents or employees; notice of injury; limitation of damages and suits. (1) Except as provided in subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency thereof nor against any officer, official, agent or employee of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employee under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to the defendant fire company, corporation, subdivision or agency or to the defendant officer, official, agent or employee; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.