

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM
AND CLAIM PURSUANT TO WIS. STAT. § 893.80

BY PERSONAL SERVICE

TO: Ronald D. Leonhardt, Clerk
City of Milwaukee
City Hall, Room 205
200 E. Wells St.
Milwaukee, WI 53202-3570

CLAIMANT: SHANITA CATHERINE
2406A W. MAPLE ST.
MILWAUKEE, WI 53204

RONALD D. LEONHARDT
CITY CLERK

2008 MAY -7 PM 4:40

CITY OF MILWAUKEE

AND

Milwaukee Tow Lot
3811 West Lincoln Ave
Milwaukee, WI 53215

AND

CHI Towing
2240 South 38th Street
Milwaukee, WI 53215

PLEASE TAKE NOTICE that SHANITA CATHERINE, states that the following circumstances give rise to a claim:

1. On or about January 23rd, 2008, at approximately 7:05 am, my automobile with the license plates number of 294-LBE, described as a white 1992 Oldsmobile '88 Royale, was towed by CHI Towing by request of a City of Milwaukee Parking Enforcement Employee.
2. On or about January 23rd, 2008, the automobile described in the above paragraph was parked on the north side of West Maple Street approximately in front of address 2404 W. MAPLE ST. At or about 6:35 am, Claimant went outside to start vehicle and warm it up in preparation to take children to school. Claimant discovered that the neighbor's vehicle that was parked in front (approximately 8-10 ft. directly west) of Claimant's vehicle had left. Claimant decided to move her automobile into the parking space directly west of where the car was originally parked in order to make it easier for her children to get around a snow bank. So the automobile was moved approximately 8-10 ft. in order to occupy a new parking space which made it easier to load. The automobile was not parked between the properties of 2404 W. Maple Street and 2406 W. Maple Street. Claimant left the automobile running allowing the car to warm up for approximately 10-15 minutes while Claimant went inside the house.
3. At approximately 6:50 am, Claimant turned off the engine and returned to the house in order to get children ready to leave for school. At approximately 7:15 am, when Claimant

went outside to load children into automobile to transport them to school and childcare she noticed that her automobile was no longer parked where she left it.

4. After making a number of phone calls Claimant wondered if the automobile may have been towed. Claimant waited for the Milwaukee Tow Lot to open its phone lines and realized that it was towed. Claimant does not have any other mode of transportation and still needed to take children to school and childcare. Claimant was able to contact Milwaukee County Transit System and obtain a ride for son to school, located on 13th and Layton Ave and daughter to childcare located on South 60th Street just north of Greenfield Ave. The weather was approximately 5 degrees above as a high and a wind chill far below 0 degrees!

5. At or approximately 10:30 am on January 23rd, 2008 Claimant arrived at the tow lot with Mr. Nazir Al-Mujaahid, in whose name the title was registered. Claimant paid a \$95 towing fee in order to release the car from the Milwaukee Tow Lot. Claimant was then asked who owned the car during the time it received parking citations and proceeded to hand what appeared to be a Summons and Complaint to Claimant with a court date set for February 14, 2008. Claimant asked to see the person whose signature was on the paper bearing witness to personally serving Claimant in which the Milwaukee Tow Lot employee went to speak with what appeared to be a supervisor and the supervisor said she refuses to even furnish the name of the person on the Summons and Complaint. Claimant informed employees that this is not a valid service of summons and that Claimant refuses this summons and complaint based on the fraudulent basis in which it was handled. Claimant then wrote across the Summons and Complaint U.C.C. 3-501 referencing the Uniform Commercial Code Section 3 – 501 whereby Claimant Refuses to Contract. Claimant believes that the way the Milwaukee Tow Lot dispersed to Claimant the Summons and Complaint form to be a crime, possible of perjury, and the Milwaukee Tow Lot may also be in violation of other Wis. Stats.

6. After waiting approximately a half-hour, an employee informed me that “the rear driver’s side tire was not holding air so we would not be able to release the automobile as we NO LONGER tow vehicles out to the street.” Claimant was informed that she must call a tow company that is authorized to be on the Milwaukee Tow Lot and compensate them to tow it to the street for tire repair. Claimant emphatically states that NO tires were damaged prior to the City Of Milwaukee ordering a tow of the automobile. Claimant explained to the employees of the Milwaukee Tow Lot regarding the tire being damaged by the Tow Lot employees or an employee of CHI Towing whom they hired to tow the automobile.

7. Due to the extremely bad weather that day, there was an extremely long wait for towing companies and some companies were not allowed to operate on the Milwaukee Tow Lot. Therefore, Claimant had to use the Milwaukee County Transit System in subzero temperatures to pick up son from school then pick up daughter from childcare in the afternoon while waiting for the towing company to become available.

8. At approximately 5:30 pm, FIRST RATE/ALLSTAR TOWING company arrived and Claimant was forced to pay FIRST RATE/ALLSTAR TOWING \$68.08 to tow the car,

now with an extremely damaged tire with a huge rip from the sidewall through the tread, back to Claimant's home on West Maple Street. Claimant was asked to wait outside with her two children because it was nearing closing time for the Milwaukee Tow Lot. Claimant did not have a spare tire and due to the late time of day and subzero temperatures and the fact that tire repair places were now closed had to wait till the next day to purchase a tire for the automobile.

9. Claimant then had to purchase a used tire from Best Tire, Inc. for \$26.40 on January 24th, 2008 at approximately 8:30 am. Claimant after almost being frost bitten on January 23rd, 2008 waiting on the different buses decided to pay a friend to transport the children to school and childcare because the automobile was still unusable.

Claimant believes the City of Milwaukee, Milwaukee Tow Lot, and CHI Towing have, by the above actions, caused great harm to Claimant and claimant's family, specifically, but not limited to;

1. Towing a vehicle after 6 am while legally parked
2. Towing a vehicle that had been moved within 30 min. of being moved (if car has been moved since the Parking Enforcement Employee called in the tow, car is not to be towed) tow was in violation of proper procedure
3. Destroying tire due to Milwaukee Tow Lot and/or CHI Towing's negligence
4. Willfully violating Wis. Stats. regarding Summons and Complaint service of process
5. Causing financial and physical hardship to Claimant by;
 - a. forcing Claimant to hire tow company because of destroyed tire - \$68.08
 - b. forcing Claimant to pay for transportation due to destroyed tire - \$50
 - c. causing Claimant to be in subzero temperatures with two (2) children due to destroyed tire
 - d. causing Claimant to purchase a tire to replace tire that was destroyed - \$26.40
 - e. causing undue and unnecessary stress to Claimant and children

Claimant gathered information showing that the tow was authorized at approximately 5:33 am and dispatched at 5:37 am. The automobile was received at the Milwaukee Tow Lot at 7:32 am with all tires fully inflated and without damage.

WHEREFORE, Claimant, whose name and address are stated above, claims relief against the City of Milwaukee, any of its agents, employees and/or officers and Milwaukee Tow lot, its agents, employees and CHI Towing and its agents or employees for the sum of \$5,000 US Five Thousand Dollars.

Dated: April 11, 2008


SHANITA CATHERINE

2406A W. MAPLE ST.
MILWAUKEE, WI 53204
414.793.5152