STATEMENT OF CLAIM SOUGHT AGAINST CITY OF MILWAUKEE

On or about Thursday January 17, 2003, I received a call from a friend to whom I loaned my car. I was then informed that my car had been towed. On January 18, 2003, I went to the local tow lot, 3811 W. Lincoln. An employee there then informed me that my car was being held (not as evidence per the employee at the tow lot) by a Lt. Micklitz???. I called Lt. Micklitz immediately but he was not in the office. I then spoke with a Lt. Stelter??? the same day. He informed me that I had to speak with the Detectives handling the case (which were Dets. Gramm and Wagner). On January 20, 2003, I called and asked to speak to either detective. I was then patched through to Det. Gramm. Gramm informed me that I must bring in proof of ownership (i.e. title, receipt, purchase agreement). Later that day, 1-20-2003, I brought the appropriate documents regarding ownership (Gramm copied all of my documents). He told me he had to do some investigation and would get back to me later within the week. I called periodically to see when I could pick up my vehicle but we (Gramm and I) were playing phone tag. Friday night, January 24, 2003, I received a call from Gramm informing me that he was not returning my vehicle and I would be receiving notice in the mail. As of this date, February 18, 2003, I have received no notice.

At this time, I am seeking return of my vehicle in the same condition of which it was received by the Milwaukee Police Department. My vehicle was in top condition as of Thursday, January 16, 2003. In my vehicle was my son's birthday present as well a remote control motorcycle which was approximately \$15, which I was request return or reimbursement for. I would like to reserve my right to claim damages should my car be returned to me with any exterior/interior damages. Should there be further delays in the return of my car, I then request damages for the full purchase price (purchase agreement, receipt, title attached) (approximately \$13,995).

I can be reached at work from 8am to 4:30pm, Monday through Friday, (414)227-4471 or at home after 5pm (414)465-0177 (Cell (414)550-

Linda Hamelin

6340 W. Leon Tr.

Milwaukee, WI 53218

(414)465-0177

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VEHICLE IDENTIFICATION NUMBER 1J4GZ58S6SC774269 1995 JEEP TRUK AUT VBT235 TITLE NUMBER DATE TITLE ISSUED ODOMETER ODOMETER DATE 0126943009-1 09/27/2001 73249 08/24/2001 DISCLOSED AS ACTUAL REGISTERED OWNERS HAMELIN LINDA 4430 N 70TH ST MILWAUKEE WI 53218 The person, firm or corporation named on this Title has been duly registered as the lawful owner of the vehicle described, subject to any Security Interest (lens) shown. The order in which the Security Interests appear on this Title does not necessarily represent their priority. **CONTROL NUMBER** (This is not a Title Number) SECURED PARTY 9-3691554 DIVISION OF MOTOR VEHICLES Important - Buyer and Seller must complete the section below at time of sale TITLE ASSIGNMENT AND MILEAGE, SELLING PRICE AND BRAND DISCLOSURE BY REGISTERED OWNER(S) SHOWN ABOVE Federal and State law requires that SELLER state the mileage and provide written vehicle disclosure information in connection with transfer of ownership. Failure to complete a mileage receisi and state law requires that State the mineage and provide written vehicle disclosure information in confidence in the providing a false statement may result in fines and/or imprisonment and may make you liable for damages to the transferee (buyer). SELLER Print Person(s) Name signing as Seller ODOMETER NOW READS (No Tenths): and to the best of my knowledge is actual mileage of this vehicle unless one of the following statements is checked. Print Sellers Address, City, State, Zip if different than shown above The odometer reading reflects The odometer reading is NOT actual mileage.
WARNING ODOMETER DISCREPANCY excess of its mechanical limit. I, the seller, certify that to the best of my knowledge the information contained on this document is true and correct and that I have entered the vehicle odorneter reading, brand disclosure, and selling price hereon in compliance with federal and state law as referenced above. For value received, I hereby sell, assign or transfer the vehicle described on this document and warrant title to Purchaser as shown. BRAND DISCLOSURE (will be printed on future titles) Check all that apply: Flood damaged vehicle Previous police vehicle Previous taxicab Signature of Seller(s). See "REGISTERED OWNERS" above. If joint ownership with "or", only one seller's signature required; with "and", all seller's signatures required. Salvage vehicle SELLING PRICE (Seller enter): Date BUYER (Purchaser) Print Name(s) If Buyer is a business, Print Name of authorized person signing as Purchaser Print Buyer Address, City, State, Zip Signature of Purchaser(s)

The Wisconsin Department of Transportation will not be responsible for false or fraudulent odometer statements made in the assignment of the Certificate of Title or for errors in recording by the department. The department makes no warranties, express or implied, about the vehicle or operating condition and any statements about vehicle inspections are only administrative.

If registered owner is a dealer and first assignment is through auction or salvage pool, complete the following.

Print Consigning Auction Dealer Name or Consigning Salvage Pool Name Auction or Salvage Pool Dealer No.

X

PURCHASER - Attach form MV1 (Wisconsin Application for Title) to this document and mail or deliver immediately to the Wisconsin Department of Transportation. Form MV1 is available at Wisconsin DMV Service Centers and police stations.

MAIL ADDRESS -

Wisconsin Dept. of Transportation, P.O. Box 7949, Madison, WI 53707-7949

MV2269 597(9) pursuant to ch. 342 Wis State

QUESTIONS - Contact nearest Motor Vehicle Service Center or call (608) 266-1466

TANY ALTERATION OR ERASURE VOIDS THIS TITLE-KEEP IN A SAFE PLACE. Seller must give to purchaser at time of sale 🏋

OwnerShip

Alleged Incident which led to car being STATE OF WISCONSING TO MILWAUKEE COUNTY

STATE OF WISCOMSIN

Plaintiff

Criminal Complaint

Dishroom, Richard L. 7021 W Congress St Milwaukee. Wisconsin 53210 (D.O.B.: August 7, 1959)

Complaining Winness:

DET. ROBGET HELNANDEZ

DA Case Humber: 03XF0414 Circuit Court Case Number;

03eF000324

Wilson, James H. 807 W Beckett Av Milwaukee Wisconsin 53209 (D.O.B.: August 2, 1953)

Defendant(s)

The above hamed complaining withess being duly sworn says that the above named defendant(s) in the county of milwaukee, state of WISCORSIN.

COURT 01: DELIVERY OF A CONTROLLED SUBSTANCE - COCAME IS GRAMS OR LESS! PARTY TO A CRIME (As to Defendant Richard Dishroom)

On January 16, 2003, at 3064 N 19th St, City of Milwaukee, as party to a crime, did knowingly deliver 5 grams or less of cocaine, a controlled substance, contrary to Wisconsin Statutes sections 961.16(2)(b)(1) and 961.41(1)(cm)1 and 939.05

Court 02: Delivery of a controlled substance - cocaine (5 grams or less). PARTY TO A CRIME (As to Defendant James Wilson)

On January 16, 2003, at 1849 W Chambers St, City of Milwaukee, as party to a crime, did knowingly deliver 5 grams or less of cocaine, a controlled substance, contrary to Wisconsin Statutes sections 961.16(2)(b)(1) and 961.41(1)(cm)1 and 939.05

AS TO COURT OF:

Upon conviction of this offense, a felony, defendant shall be fined not more than \$500,000 and may be imprisoned for not more than 15 years.

Upon conviction of this offense, the court shall suspend the defendant's operating privilege for not less than 6 months not more than 5 years pursuant to section 961.50(1). Stats, if the sourt suspends the defendant's operating privileges the court shall impose a reinstatement assessment fee of \$50.00, it that defendant's driving privileges are already revoked or suspended, any revocation imposed must be served consecutively.

AS TO COURT WY:

Upon conviction of this offense, a relony, defendant shall be fined not more than \$500,000 and may be imprisoned for not more than 15 years.

Upon conviction of this offense, the court shall suspend the defendent's operating privilege for hix less then 6 months nor more than 5 years pursuant to section 961.50(1), Stats. If the court suspends the defendant's operating privileges the court shall impose a reinstatement assessment lee of \$50.00. If the defendant's driving privileges are already revoked or suspended, any revocation imposed must be served consecutively.

Complainant is a law enforcement officer for Milwaukee Police Department and makes this complaint based on information and belief as follows:

Milwaukee Police Officer Reginald Thompson reports that on January 16, 2003, at approximately 2:05 p.m. he was on the street working in an undercover capacity attempting to purchase drugs. Officer Thompson reports that he had several additional law enforcement officers from the Milwaukee Phice Department backing him up At the particular time, Officer Thompson encountered a man sitting in a black Jeep Cherokee at 3064 North 19th Street. That man is now identified as idefendant Richard Dishroom. It is noted that when defendant Dishroom was subsequently arrested, he identified himself to the police and stated that his legal name is Richard Dishroom. However, your complainant is advised by Detective Mark Wagner that the fingerprint records maintained by the Milwaukee Police Department identify defendant Dishroom as defendant Richard Jones. When Officer Thompson had his initial contact with defendant Dishroom, Dishroom said nothing was happening at that location but directed Thompson to go down the street. Officer Thompson then walked to approximately 1849 West Chambers Street where he was approached by defendant James Wilson. Officer Thompson asked Wilson if he could get some "work" (meaning cocaine base). In response, defendant Wilson stated, "Yeah, but I ain't about to go out of my way for nothing. You gonna hook me up?" Officer Thompson reports that he assured defendant Wilson that Wilson would be compensated in some manner for "work." Defendant Wilson asked for the money and Thompson handed defendant Wilson \$25.00, the serial numbers of which were pre-recorded. Wilson took the money and walked toward the carwash at 3064 North 19th Street, where Thompson had earlier encountered defendant Dishroom. Approximately five minutes later, defendant Wilson returned to Thompson and handed two comer cuts containing suspected cocaine base to Officer Thompson. Upon doing so, Wilson told Thompson, "I got three, but I kept one for myself." Defendant Wilson looked away from Officer Thompson.

Officer Thompson reports that Officer Michael Terrell was in the area and witnessed the entire transaction with Wilson. In addition, Detective Graham was conducting surveillance and saw defendant Wilson approach defendant Dishroom at 3064 North 19th Street. Detective Graham reports that while he was conducting surveillance of Dishroom in the black jeep, he saw defendant Wilson received money from Officer Thompson and then walk to the driver's side of the black jeep. The driver of that jeep, Richard Dishroom spoke with defendant Wilson. Dishroom and Wilson walked into the alley and Detective Graham saw Dishroom take a small item from the ground and pass it to defendant Wilson.

Detective Graham further reports that both the defendants were arrested and the money that Officer Thompson gave to defendant Wilson to purchase the cocaine base was recovered from defendant Dishroom's person.

Upon the statement of defendant Wilson to Detective David Dalland, the substance of which is an admission by defendant Wilson that on the date of his arrest, at approximately 2:00 µ.m., he was in the area of North 19th and West Burleigh street when he was approached by a man that he now knows to be an undercover police officer. The undercover police officer asked defendant Wilson was asked

by the undercover officer if the guy in the black jeep had any. Defendant Wilson agreed and the undercover officer gave him \$25.00 to get three "rocks." Wilson stated that he took the \$25.00 to the man in the black jeep; that he knows that man in the black jeep only as "Rich" and asked "Rich" if he had anything. Defendant Witson stated that "Rich" said "yeah, what do you want?". Wisson then told "Rich" that he wanted to get three of them. "Defendant Wilson stated that "Rich" took the \$25.00, got out of the jeep, and walked to the alley. "Rich" then returned and handed defendant Wilson three 'rocks' of crack which defendant Wilson took. He gave two of these "rocks" to the undercover officer and kept one for himself to smoke.

Complainant has reviewed the CCAP criminal history for defendant Dishroom. As noted before, records of the Milwaukee Police Department identify defendant Richard Dishroom as Richard Jones. Upon being arrested on January 16, 2003, Dishroom told Officer Matthew Cooper that when he was arrested initially, he lied about his identify, identifying himself as Richard Jones. Accordingly, the CCAP criminal history for defendant Dishroom reflects cases prosecuted against the defendant in the name of Richard Jones. That CCAP record shows that defendant Dishroom, under the name of Richard Jones, was convicted of Possession with Intent to Deliver Marijuana, second or subsequent offense and Possession of Cocaine as second or subsequent offense in March 1999 in case number 98CF6668. CCAP record also shows that defendant Dishroom, again under the name of Richard Jones, was convicted in April 2002 of Possession of Marijuana, second or subsequent offense in case number 01CF3230.

rest of Complaint

Subscribed and sworn to before me and approved for filing on this

1771 day of JANUARY

2003

JETUTY / ASSISTANT DISTRICT

ATTORNEY PETUTY

.

Completing Witness

Steven Giamm\BKEL

- FELORY COMPLAINT-

JAPENIEWUSZFUODOG - OD499VOSZFO414/2003-01-18 COMP COMPLAINT -DISHROOM, RICHARDY WILSON, JAMES--OSZFO414.DOC TYPIST: BKEL