



CLAIMANT CONTACT INFORMATION

Name: James D. Wagner
Address: 4564 S. Kansas Ave.
Saint Francis, WI 53235

Phone: (414)559-5556
Email: wags127@hotmail.com

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 01/31/2021 Time of day: 16:10
Location: 2900 block of S. 102nd St. West Allis, WI

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

On 1/31/21, I was parked on the street near 2970 S 102nd Street in West Allis to snow blow my mother's snow. I noticed a snowplow clearing the streets. Shortly after 4pm, I was walking back to my truck when I noticed a large black item in front of my truck. When I took a closer look, I realized it was my front bumper of my truck and then noticed the damage to the front driver side corner end of my truck. My mom's neighbor, Anthony Kerhin, came out and informed me he saw the snow plow hit my truck. He and his young son were watching out the window to watch the truck as it went up and down the street. I called West Allis police, who did respond and filed police report incident #21-003297. The report is attached. During their investigation, when they followed up with the Dept. of Public Works, they did identify that their employee, Joseph Froschmayer was the one plowing in the area. West Allis police spoke to Joseph Froschmayer who said that he was snow plowing in the area (truck #821) but did not know he struck a vehicle.
Pictures of my vehicle are also included.
The police report indicates names and contact information for all parties involved along with a diagram.
Victim: James D. Wagner (414)559-5556
Witness: Anthony Kerhin (262)719-7092
Snowplow driver: Joseph Froschmayer (262)391-8042

Check one:

- I am seeking damages at this time (complete Claim Amount section below)
- I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: *James D. Wagner*

Date: 3-5-21

CLAIM AMOUNT

To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 1,794.97

SAVE

PRINT

CITY OF WEST ALLIS
5 MAR '21 PM 12:18

Itemized Statement

Auto repair estimate \$1,793.25

Photos \$1.72

\$1,794.97

Or damages inbetween the two estimates to take care of any damage they may find that can't be seen until tear down.

Thank you.

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21-003297

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

1SL04D2Z5V

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER K. MUSSATTI	
Crash Date 01/31/2021		Crash Time 04:10 PM		Date Arrived 01/31/2021		Time Arrived 05:59 PM	
Date Notified 01/31/2021		Time Notified 04:15 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input checked="" type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags SUPPLEMENTAL	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

<p>Diagram</p>	Reconstruction By
	Photos By MUSSATTI
	Additional Information PHOTOS, WITNESS STATEMENTS

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 2 WAS LEGALLY PARKED FACING S/B IN THE 2900BLK OF S. 102 ST. UNIT 1 WAS PLOWING SNOW AND MADE CONTACT WITH UNIT 2 WHILE TRAVELING S/B AROUND THE CURVE IN THE 2900BLK OF S. 102 ST. UNIT #1'S OPERATOR WAS UNAWARE THEY MADE CONTACT WITH UNIT #2. CRASH IS CONFIRMED BY A WITNESS.

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21-003297

WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

Location

ON 2900BLK S 102ND ST 415 FT E OF S 103RD ST (OTHER 2900BLK) IN THE CITY OF WEST ALLIS IN MILWAUKEE COUNTY	Latitude 42.990399617	Longitude -88.039711293
	X Coordinate 415241.3125	Y Coordinate 4760273
	Structure Type OTHER	

Crash Scene

First Harmful Event PARKED MOTOR VEHICLE	First Harmful Event Location ON ROADWAY	
Manner of Collision 00 - NO COLLISION W/VEHICLE IN TRANSPORT	Light Condition DUSK	
Road Surface Condition(s) SNOW	Roadway Factor(s) NONE	
Environment Factor(s) WEATHER CONDITIONS		
Weather Condition(s) SNOW		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION

Unit Summary

UNIT 01	Unit Status HIT AND RUN	Vehicle Operating As Classification B CLASS			Unit Type TRUCK
	Vehicle Type SNOW PLOW				Operating As Endorsements
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? UNKNOWN	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature CURVE RIGHT	Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR				

Vehicle

UNIT 01 VEHICLE 01	License Plate Number	Plate Type	St	Country of Issuance
	Vehicle Identification Number	Make	Year	Model
	Color	Body Style		Bus Use
	Initial Contact Point 16 - VEHICLE NOT AT SCENE	Vehicle Damage		
	Extent Of Damage VEHICLE NOT AT SCENE	16 - VEHICLE NOT AT SCENE		



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WISCONSIN MOTOR VEHICLE CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT
VEHICLE
01 01

Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR
What Driver Was Doing NEGOTIATING CURVE	Vehicle Factors NOT APPLICABLE
Driver Prior Action Other	
Driver Actions FAILURE TO CONTROL	
Owner Name CITY OF WEST ALLIS (414) 302-8200	Owner Address 7525 W GREENFIELD AVE WEST ALLIS, WI 53214 , US

01 01
02
03
04

Sequence Of Events

Event PARKED MOTOR VEHICLE
Event
Event
Event

UNIT
INDIVIDUAL
01 001

Individual

Driver JOSEPH G FROSCHMAYER (262) 391-8042	Citations Issued 0	Sex MALE
	Date of Birth 10/14/1968	Race WHITE
Address 2776 S ACREDALE DR NEW BERLIN, WI 53151 , US	Driver License Number [REDACTED] 6 IN COUNTRY: UNITED STATES	

01 001

Safety Equipment

On Duty Crash WINTER-HWY-MAINTENANC	Safety Equipment RESTRAINT USE UNKNOWN	
Row 01 - FRONT ROW	Seat Position 07 - LEFT	
Helmet Use	Helmet Compliance	
Eye Protection	Tint Compliance	
Injury	Injury Severity NO APPARENT INJURY	
	Airbag NOT APPLICABLE	
Ejected NOT APPLICABLE	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT APPLICABLE
Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #
Hospital	Date of Death	Time of Death
Distracted By	Distracted By Source	
Distracted By Action		
Non Motorist	Striking Unit #	Location

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WISCONSIN MOTOR VEHICLE
CRASH REPORT

WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT	INDIVIDUAL	Prior Action					
		Action					
		Action Other			To/From School		
		Drug & Alcohol		Suspected Alcohol Use	Suspected Drug Use		
		Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results		
		Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results		
		Drug Type					
		Individual Condition NOT OBSERVED					
		UNIT	TRUCK BUS	Carrier			
				<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source	
Name CITY OF WEST ALLIS USDOT# 00000000				Address 7525 W GREENFIELD AVE WEST ALLIS, WI 53214 , US			
GVWR MORE THAN 26,000 LB	Vehicle Configuration SINGLE UNIT TRUCK (3 OR MORE AXLES)			Cargo Body Type GARBAGE/REFUSE			
US DOT # 00000000	Carrier Type NOT IN COMMERCE/GOVERNMENT			Permitted Load NOT APPLICABLE			
<input type="checkbox"/> OS/OW Load	WI Permit Number			<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present	
Measured Height	Measured Length			Measured Width	Measured Weight		

Unit Summary


UNIT	02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE							
		Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements							
		Total Occs 0		Train/Bus # Recorded		Total # Citations Issued 0		Total Trailers 0		Total HazMat Types 0			
		Insurance? NOT APPLICABLE		Direction Of Travel SOUTHBOUND		<input type="checkbox"/> Pre Crash Tire Mark		Speed Limit 25		Total Lanes 2			
		Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT				Special Function NO SPECIAL FUNCTION				Emergency Motor Vehicle Use NOT APPLICABLE			
		Traffic Way TWO-WAY, NOT DIVIDED				Traffic Control NO CONTROL				Traffic Control Inoperative/Missing NO			
		Surface Type BLACKTOP (BITUMINOUS)				Road Curvature CURVE RIGHT				Road Grade LEVEL			
		Truck Bus or HazMat NO											

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21-003297

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WEST ALLIS POLICE DEPARTMENT
11301 WEST LINCOLN AVENUE
WEST ALLIS, WI 53227
(414) 302-8000

UNIT		VEHICLE			
02	02	License Plate Number 680310	Plate Type HTK - HEAVY TRUCK	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 1FMEU5BE6AUF03778	Make FORD	Year 2010	Model EXPLORER S
		Color BLU - BLUE	Body Style UT - SPORT UTILITY VEHICLE	Bus Use	
		Initial Contact Point 10 - LEFT SIDE FRONT	Vehicle Damage 10 - LEFT SIDE FRONT		
		Extent Of Damage FUNCTIONAL DAMAGE			
		Towed Due To Damage NOT TOWED	Vehicle Removed By LEGALLY PARKED		
What Driver Was Doing LEGALLY PARKED	Vehicle Factors				
Driver Prior Action Other	NOT APPLICABLE				
02	02	Driver Actions NO CONTRIBUTING ACTION			
		Owner Name JAMES D WAGNER (414) 559-5556	Owner Address 4564 S KANSAS AVE ST FRANCIS, WI 53235 , US		

Sequence Of Events	
01	Event MOTOR VEH IN TRANSPORT
02	Event
03	Event
04	Event

Witness

WITN	Individual	Address	Date of Birth
01 ESS	ANTHONY J KERHIN (262) 719-7092		08/22/1988

West Allis Police Department**Supplemental Report**

Incident Report Number: 21-003297	Incident Location: 2970 S 102 St, West Allis, WI, 53227	Incident Date: 01/31/2021
New Incident:	Original CFS Code - 1: 7701	New CFS Code - 1 : New CFS Code - 2:

NAMES**Witness**

Kerhin, Anthony Joseph W/M- [REDACTED] of 2964 S 102 St, West Allis, WI, 53227
 DOB: [REDACTED]
 [REDACTED] WT: 165
 Eyes: Hazel

Phone 1: (262) 719-7092

Victim

Wagner, James D W/M- [REDACTED] of 4564 S Kansas Ave, St Francis, WI, 53235
 [REDACTED]

Phone 1: (414) 559-5556

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NARRATIVE
STATEMENT OF JAMES D. WAGNER - VICTIM

James said some time between approx. 1600 hrs. to 1615 hrs., his vehicle was struck (blue Ford Explorer, WI Reg #680310) while on city streets. It was legally parked facing S/B in the 2900BLK of S. 102 St., slightly on the curve. No one was inside the vehicle at the time. He said a witness gave him his phone number, and advised him a plow truck struck his vehicle.

STATEMENT OF ANTHONY J. KERHIN - WITNESS

I made contact with Anthony J. Kerhin, M/W [REDACTED] via phone, who said he observed the incident. He lives at 2964 S. 102 St. He said the incident occurred at approx. 1610 hrs. He said a city plow was plowing the street when it struck Unit 2's vehicle which was parked on the street. The tow truck did not stop or slow down, and was observed making several more passes on the street afterward. Anthony was not able to get any type of identifying number or license plate.

End of Supplemental Report

Reporting Officer(s): Mussatti, Kevyn	Payroll Number : KM9906	Report Date: 01/31/2021
Reviewed by: Tuschl, Robert	Payroll Number : RT9590	Copy To: Page: 1 Of 1

West Allis Police Department**Supplemental Report**

Incident Report Number: 21-003297	Incident Location: 2970 S 102 St, West Allis, WI, 53227	Incident Date: 01/31/2021	
New Incident:	Original CFS Code - 1: 7701	New CFS Code - 1 :	New CFS Code - 2:

NAMES**Driver**

Froschmayer, Joseph G W/M- [REDACTED] of 2776 S ACREDALE DR, NEW BERLIN, WI, 53151

DOB: [REDACTED]

HT: 509 WT: 230 Hair: Bald/Shaved

Eyes: Hazel

Phone 1: (262) 391-8042

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NARRATIVE
FOLLOW UP

I contacted Tim Last, Department of Public Works (Sanitation & Streets superintendent), via e-mail. I asked him about the GPS on the plow trucks. He confirmed there was GPS on each truck, and he also confirmed there was a truck in the area. He said around 4:07PM was a garbage truck (plow), and the driver was Joseph Froschmayer.

CONTACT WITH JOSEPH G. FROSCHMAYER

I was ultimately able to make contact with Joseph on 02/18/21, via phone. He said he believed he was snow plowing the day of the incident. I described the area (S. 102 St./W. Dakota St.). He said they generally are on the same routes, and this was his route. He was unable to describe the incident, as he did not know he struck any vehicle. I obtained his information for the report, and nothing further was needed. He said he was driving Truck #821 (garbage truck with blue plow) at the time.

****End of Supplemental Report****

Reporting Officer(s): Mussatti, Kevyn	Payroll Number : KM9906	Report Date: 02/18/2021
Reviewed by: Tuschl, Robert	Payroll Number : RT9590	Copy To: Page: 1 Of 1

CALIBER COLLISION

CALIBER - ST FRANCIS

RESTORING THE RHYTHM OF YOUR LIFE
1804 E LAYTON AVE, ST FRANCIS, WI 53235
Phone: (414) 482-2110
FAX: (414) 482-0025

Workfile ID: c42a6d4d
Federal ID: 33-0730794
State EPA:

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:	Roman Hernandez
Wagner, Jim	CUSTOMER PAY	Phone:	Create Date:	2/12/2021
4564 S KANSAS AV		Claim:		
ST FRANCIS, WI 53235		Loss Date:		
(414) 559-5556		Deductible:		

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI

VIN: [REDACTED]	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State: WI	Production Date:	Condition: Good	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Replace	Bumper cover upper	1	200.90T	OEM	2.7T	Body	2.0T
3	E01		Add for Clear Coat						0.8T
4	E01	Remove/Replace	Bumper cover lower	1	168.25T	OEM	0.0T	Body	
5	E01	Remove/Replace	Add for fog lamps				0.4T	Body	
6	E01		FRONT LAMPS						
7	E01	Remove/Replace	LT Fog lamp assy	1	48.18T	OEM	0.0T	Body	
8	E01	Remove/Replace	Aim fog lamps				0.3T	Body	
9	E01	Remove/Install	LT Headlamp assy				0.0T	Body	
10	E01		FENDER						
11	E01	Repair	LT Fender XLT & LIMITED NOTE: BLEND WITHIN PANEL				2.0T	Body	2.0T
12	E01		Overlap Major Non-Adj. Panel						(0.2)T
13	E01		Add for Clear Coat						0.4T
14	E01	Remove/Replace	LT Wheel opng mldg black	1	190.03T	OEM	0.4T	Body	
15	E01		Caliber - COVID 19 Safety Measures	1	25.00T	Other	1.0T	Body	
16	E01		Flex Additive	1	10.00T	Other			
17	E01	Sublet	Hazardous Waste Disposal	1	5.00T	Other			
18	E01		VEHICLE DIAGNOSTICS						
19	E01		Pre-repair scan	1	40.00T	Other	0.5T	Body	
20	E01		Post-repair scan	1	80.00T	Other	0.5T	Body	
21	E01	Repair	POSSIBLE HIDDEN DAMAGE AFTER TEAR DOWN						

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
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T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI

Parts			762.36
Sublet/Miscellaneous			5.00
Labor, Body	58.00	7.8	452.40
Labor, Refinish	58.00	5.0	290.00
Material, Paint	38.00	5.0	190.00
Subtotal			1,699.76
Sales Tax			93.49
Grand Total			1,793.25
Net Total			1,793.25

Estimate Version	Total \$
Original	1,793.25
Insurance Total \$:	1,793.25
Received from Insurance \$:	0.00
Balance due from Insurance \$:	1,793.25
Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

TERMS AND CONDITIONS OF REPAIR SERVICES

1.Payment Upon Completion and Authority to Endorse Checks.Customer agrees that he/she is fully responsible & liable for timely payment of all charges for labor, parts, material & accessories, sublet repairs, and any other charges incurred under these Terms & Conditions, and payment in full shall be made prior to the release of the vehicle.To facilitate timely payment, Customer hereby authorizes Caliber & its authorized employees, to act in Customer's place for the purpose of endorsing, on Customer's behalf, all insurance checks made payable to Caliber and Customer, or to Customer, regarding authorized repairs to the vehicle described in this agreement with such limited authorization terminating upon full payment for the repairs of the vehicle.

2.Additional Repairs.Customer may authorize Caliber to conduct additional repairs that are discovered following closer inspection or disassembly orally, in written form, or via electronic messaging & all such additional repairs shall be listed on the final invoice.

3.Sublet Repairs, Repair Location and Authority to Operate Vehicle.Customer acknowledges & authorizes Caliber, including its subcontractors & employees, as Caliber deems appropriate, to: perform portions of the repairs through use of subcontractor(s) hired by Caliber; conduct repairs at another Caliber facility; and, operate the vehicle, including use on public streets, for the purposes of including, but not limited to, inspecting, testing, pick-up, delivery, & facilitating repairs.

4.Damage or Theft. Customer acknowledges and agrees that Caliber is not responsible for & does not accept any liability for the theft, or damage to, the vehicle, or any personal property left in the vehicle, that is not a direct result of Caliber's gross negligence. Customer acknowledges that said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss related to theft, fire or vandalism while the property remains with Caliber.Customer further acknowledges that all personal property has been removed from the vehicle, and that Caliber, its employees and its subcontractors are not responsible for inspection thereof.

5.Storage Fees & Lien Sale.Customer authorizes & acknowledges that if the vehicle is not picked up within ten (10) days after Caliber has notified the Customer that the repairs are completed, Caliber may charge daily storage fees at rates that are ordinary & customary for the area, but not to exceed \$35.00 per day. In addition to any and all other available legal & equitable remedies, Caliber may, in accordance with applicable state law, begin lien sale proceedings & sell the vehicle by way of a public auction.

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI

6. DISPUTE SETTLEMENT AND ARBITRATION. CUSTOMER & CALIBER ACKNOWLEDGE AND AGREE THAT IN THE EVENT A DISPUTE OR CONTROVERSY ARISES CONCERNING THIS AGREEMENT OR THE REPAIRS TO THE VEHICLE, CUSTOMER & CALIBER SHALL FIRST ATTEMPT IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL MEDIATION PROCEDURES, AS APPLICABLE. IN THE EVENT THAT THE MATTER IS NOT SETTLED BY MEDIATION AS PROVIDED FOR IN THIS PARAGRAPH, CUSTOMER & CALIBER AGREE THAT SUCH DISPUTE OR CONTROVERSY SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL ARBITRATION RULES, AS APPLICABLE. CUSTOMER HEREBY ACKNOWLEDGES THAT A COPY OF SUCH RULES, A GUIDE TO THE APPLICABLE PROCEDURES AND INFORMATION NOTING THE NEAREST AMERICAN ARBITRATION ASSOCIATION LOCATION IS AVAILABLE FOR CUSTOMER'S REVIEW AT www.adr.org/aaa/faces/rules. CUSTOMER MAY ALSO CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT 212-484-4181 or 888-855-9575. JUDGMENT ON THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF EITHER CUSTOMER OR CALIBER ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY, WHETHER ON BEHALF OF THE GENERAL PUBLIC, OTHER CALIBER CUSTOMERS OR OTHER PERSONS SIMILARLY SITUATED. NOTWITHSTANDING THE FOREGOING, CALIBER AND CUSTOMER AGREE THAT CLAIMS ARISING UNDER THE MAGNUSON-MOSS WARRANTY ACT ("MMWA"), SHALL BE MEDIATED BUT SHALL NOT BE ARBITRATED. IF MEDIATION DOES NOT RESOLVE A CLAIM UNDER THE MMWA, THE CUSTOMER MAY PURSUE THE MMWA CLAIM, AND ONLY THE MMWA CLAIM, IN COURT. ANY CLAIMS NOT UNDER THE MMWA SHALL BE ARBITRATED AS SET FORTH HEREIN. IN THE EVENT THE CUSTOMER DOES BRING AN MMWA CLAIM IN COURT, CUSTOMER AND CALIBER EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AS TO SUCH CLAIM.

7. Limited Warranty. Subject to the obligations and exclusions below, Caliber warrants the repairs against defects in materials and workmanship for the applicable period of time set forth in Section 7(A) During such time, Caliber will repair or replace any parts which prove to be defective by reason of improper workmanship or materials without charge for parts or labor relating thereto, subject to the terms and conditions herein, including, but not limited to Section 7(C) below. All warranty repairs must be performed at one of Caliber's facilities. If the vehicle is outside Caliber's market area, the warranty repairs may be performed at any repair facility nationwide that is approved in advance by Caliber.

A. Warranty Period. Non-Transferability & Non-Assignability. Except as otherwise provided herein, Caliber warrants the repairs and paint only to Customer and for only as long as Customer owns the vehicle, but in no event for less than sixty (60) days. Customer may not expressly or implicitly transfer or assign any rights granted under this limited warranty.

B. Defects in Manufacturer's Parts, Material or Accessories. In certain instances Caliber may use parts, materials or accessories in its repairs that have been procured from third-party manufacturers and/or suppliers. In such instances, Caliber warrants such parts, materials or accessories only to the extent that the third-party manufacturer or supplier's warranties apply to Caliber.

C. Limitations and Exclusions. This limited warranty does not apply to repairs necessitated by any cause beyond the reasonable control of Caliber, including any defects, damage or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, use for which any parts or accessories were not designed or approved, alterations, accidents, modification of repairs, subsequent repairs performed by a party other than Caliber (except as set forth in this Section 7), abuse, misuse, neglect, or acts of God. Any and all disputes related to this section shall be resolved according to the procedures set forth in Paragraph 6 above.

D. Environmental Damage. This limited warranty does not apply to damage caused by chemicals, tree sap, road salt, sand, rocks, pebbles, hail, windstorms, sun, pollution or other environmental factors or road hazards that may damage cloth, leather, plastic, wood, vinyl, paint, chrome, upholstery and/or convertible tops.

E. Waiver of Right to Return of Replaced Auto Parts. By entering into this agreement Customer waives any right to the return of auto parts replaced by Caliber and Customer agrees that all parts replaced under this limited warranty shall become the property of Caliber. If you do not wish to waive your rights to return of replaced parts, please inform the center manager before you sign this document so that we may make appropriate arrangements.

8. DISCLAIMERS. THE FOREGOING PARAGRAPH 7 IS THE COMPLETE LIMITED WARRANTY FOR CALIBER REPAIRS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER EXPRESS WARRANTIES ARE MADE WITH RESPECT TO CALIBER REPAIRS IN NO EVENT WILL CALIBER BE LIABLE TO THE CUSTOMER OF THE VEHICLE DESCRIBED IN THIS AGREEMENT, FOR ANY COMMERCIAL DAMAGES, EXPENSES, LOST REVENUES, LOST SAVINGS OR ANY OTHER SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL LOSSES OF A COMMERCIAL NATURE WHATSOEVER, EVEN IF CALIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY PART OF THIS LIMITED WARRANTY IS IN CONFLICT WITH APPLICABLE LAW, CALIBER WILL FOLLOW APPLICABLE LAW.

9. Entire Agreement, Headings, Validity. Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between Caliber & Customer, and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. This agreement may only be modified in writing, signed by Caliber & Customer, either through manual or digital signatures.

Estimate

RO Number:

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI

Customer Signature: _____ Date: _____

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

2/12/2021 12:54:38 PM



Gerber Collision & Glass - Milwaukee/13th St.

Highly Wreck - ommended!
3940 S 13th St, Milwaukee, WI 53221
Phone: (414) 481-9449

Workfile ID: 98502750
Federal ID: 51-0394062
Federal EPA: N/A
State EPA: N/A

Preliminary Estimate

Customer: Wagner, Jim

Written By: Rose Lewis

Insured: Wagner, Jim
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Wagner, Jim

4564 S Kansas Ave
St. Francis, WI 53235
(414) 559-5556 Cell

Inspection Location:
Gerber Collision & Glass - Milwaukee/13th
St.
3940 S 13th St
Milwaukee, WI 53221
Repair Facility
(414) 481-9449 Business

Insurance Company:
SELF PAY

VEHICLE

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

VIN: [REDACTED]	Interior Color:	Mileage In: 122,276	Vehicle Out:
License: 680310	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 8/2010	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Message Center
Steering Wheel Touch Controls

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
TRUCK
Power Rear Window
Bedliner
Trailer Hitch
Trailer Package
Hard Tonneau Cover

Get live updates at www.carwise.com/e/3WvmPc

Preliminary Estimate

Customer: Wagner, Jim

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	** <>	Repl A/M CAPA Bumper cover upper	7L2Z17D957RBPTM	1	165.00	2.7	2.0
3		Add for Clear Coat					0.8
4	*	Repl Bumper cover lower	7L2Z17D957SA	1	168.25	Incl.	<u>0.0</u>
5		Add for fog lamps				0.4	
6	*	Repl LT Molding wheel opening extension	7A2Z16039BA	1	34.53	0.2	<u>0.0</u>
7		R&I RT Molding wheel opening extension				0.2	
8		R&I Valance				Incl.	
9		R&I License bracket				0.2	
10	**	Repl A/M LT Bumper bracket	6L2Z17E814AB	1	24.00		
11		GRILLE					
12		R&I Grille				Incl.	
13		FENDER					
14	*	Rpr LT Fender XLT & LIMITED Note: To adjust fender, Lt hood to fender gap very tight. Needs to be cleaned and inspected for further damage.				<u>1.0</u>	<u>0.0</u>
15		Repl LT Wheel opng mldg black	7A2Z16038AA	1	190.03	0.4	
16		VEHICLE DIAGNOSTICS					
17	*	Rpr Pre-repair scan				m	
18	*	Rpr Post-repair scan				m	<u>0.5</u> M
19	#	Subl Hazardous Waste		1	3.50 T		
SUBTOTALS					585.31	5.6	2.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			581.81
Body Labor	5.1 hrs @	\$ 62.00 /hr	316.20
Paint Labor	2.8 hrs @	\$ 62.00 /hr	173.60
Mechanical Labor	0.5 hrs @	\$ 124.00 /hr	62.00
Paint Supplies	2.8 hrs @	\$ 42.00 /hr	117.60
Miscellaneous			3.50
Subtotal			1,254.71
Sales Tax	\$ 1,254.71 @	5.5000 %	69.01
Grand Total			1,323.72

MyPriceLink Estimate ID / Quote ID:

789582647197179904 / 81190465

Follow us on Face Book at <https://www.facebook.com/LousAutoBodyCARSTAR/>

Preliminary Estimate

Customer: Wagner, Jim

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

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.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2MH07, CCC Data Date 02/08/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Preliminary Estimate

Customer: Wagner, Jim

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Wagner, Jim

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#FO1000600PP A/M CAPA Bumper cover upper Quote: 795602206 Expires: 03/29/21	\$ 165.00
10	Keystone 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#FO1066170 A/M LT Bumper bracket Quote: 795607086 Expires: 03/29/21	\$ 24.00

Preliminary Estimate

Customer: Wagner, Jim

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

RECALL INFO

2010 FORD Explorer Sport Trac XLT 4WD 4D P/U 6-4.0L Gasoline SEFI Blue

VIN: [REDACTED]	Interior Color:	Mileage In: 122,276	Vehicle Out:
License: 680310	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 8/2010	Condition:	Job #:

The National Highway Transportation and Safety Administration (NHTSA) has issued 1 safety-related recall notice(s) that may apply to the selected vehicle.

NHTSA ID: 10V161000

Issued: Apr 4, 10

Number of Vehicles: 00033256

SEATS:FRONT ASSEMBLY:RECLINER FORD IS RECALLING CERTAIN MODEL YEAR 2010 FUSION, EXPLORER, EXPLORER SPORT TRAC, AND MERCURY MILAN AND MOUNTAINEER VEHICLES MANUFACTURED BETWEEN DECEMBER 15, 2009 THROUGH FEBRUARY 3, 2010 EQUIPPED WITH FRONT SEAT MANUAL RECLINERS. THESE VEHICLES FAIL TO COMPLY WITH THE REQUIREMENTS OF FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 202, HEAD RESTRAINT. THE RECLINER GEAR PLATE TEETH MAY BE OUT OF DIMENSION SPECIFICATION WHICH COULD RESULT IN LIMITED PAWL TO GEAR PLATE TOOTH ENGAGEMENT. IN THE EVENT OF A CRASH, THE SEATBACK AND HEAD RESTRAINT MAY MOVE REARWARD, INCREASING THE RISK OF INJURY. DEALERS WILL REPLACE THE MANUAL RECLINERS FOR BOTH POWER AND MANUAL SEATS FREE OF CHARGE. THE SAFETY RECALL IS EXPECTED TO BEGIN ON OR BEFORE APRIL 30, 2010. OWNERS MAY CONTACT FORD AT 1-866-436-7332.





Ford

680310

RUSS DARROW

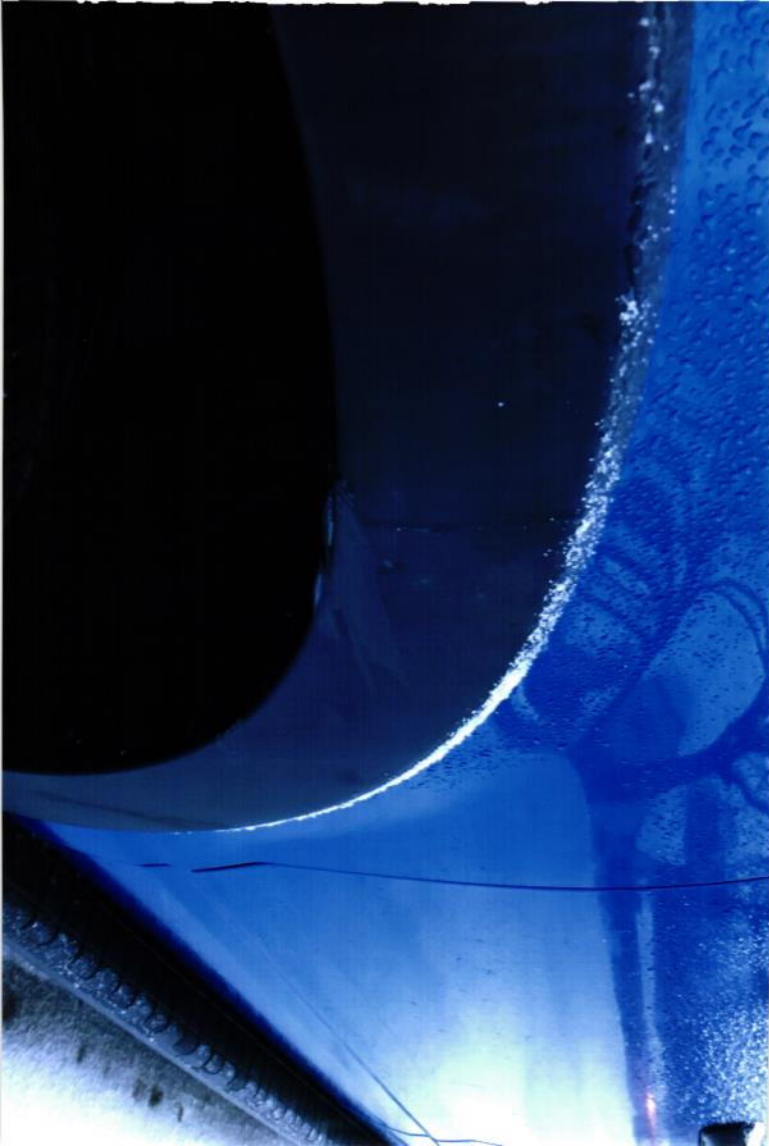
WISCONSIN











Heather Wagner 4144032286

Fri Feb 12, 2021 01:38 PM

Order#: 1043045245

Name	Qty	First	Last
4x6	7	