CLAIMANT CONTACT INFORMATION

Name: Linda Miller
Address: 2005 S 102nd Street Unit F
West Allis, WI 53227

Phone: 414-545-8389
Email: lm0523@yahoo.com
lm0523@yahoo.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: 10/01/2025 Time of day: 13:05 (1:05pm)
Location: HWY 100 & Oklahoma

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.

I was waiting for the light to change on southbound HWY 100 in the lane adjacent to the median to turn on to eastbound Oklahoma Avenue. Mowing equipment operated by Jim from the Forestry Dept, was traveling north on the slim section of that median and as he passed my car, an extension on the left side of the equipment struck the left rear wheel of my SUV. The impact was hard enough for my passenger and I to feel the car move.

The equipment scraped both the left rear tire and the left rear tire's wheel cap.

Jim contacted his supervisor, Lyle who promptly came; took pictures and explained the claim process. I have attached pictures of the scraped tire, the damaged wheel cap and the median section where this occurred along with estimates as required.

The tire was only scraped. The wheel cap is not a hubcap but a permanent part of the wheel.

The passenger in my car was Patricia Ackermann
3756 S Marcy Street
Milwaukee, WI.
414-321-7951

Check one:

- [x] 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: Linda L. Miller Date: 10/20/25

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: $ 1,000.00 (cost of replacement)

SAVE PRINT

CITY OF WEST ALLIS
22 OCT '25 PM2:55

ADDENDUM TO DAMAGE CLAIM:

1. There was a fair amount of texting between Jim (the equipment operator) and his supervisor, Lyle before Lyle came to the parking lot where I had parked my car after the incident. I was not privy to those text messages but hopefully Lyle kept or printed them out.

2. Given the size of the forestry department equipment used for cutting grass on the median. I wonder if it should have even been used on that slender section of the median or if traffic in the inside turn lane should have been restricted while the median maintenance was being done.

3. It seems possible to me that Jim recognized that he was too close to my car and attempted to adjust his position. By doing this, the back portion of the equipment shifted to the West, catching my rear wheel. Otherwise, I think the entire left side of my car would likely have been scraped.

CUSTOMER #: 1063561

PRE-WORKORDER

TOYOTA OF BROOKFIELD

PO Box 1907
20655 W. Capitol Drive
Brookfield, WI 53008-1907
(262) 781-2626

LINDA MILLER
2005 S 102ND ST UNIT F
WEST ALLIS, WI 53227-1387
LM0523@YAHOO.COM
HOME: (414) 545-8389 CONT: (414) 545-8389
BUS: CELL:

SERVICE ADVISOR: Briana K Braun

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	2018	TOYOTA RAV4	JTMDFREV8JJ258898		19000	

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
							10/03/2025

R.O. OPENED	READY	OPTIONS:

LINE	OP CODE	DESCRIPTION	DURATION	ESTIMATE
# A	WHEEL	WHEEL TIRE CONCERN REPLACE REAR DRIVER WHEEL DUE TO IMPACT DAMAGE (PART COST)	0.00	881.77
# B	WHEEL	WHEEL TIRE CONCERN REPLACE REAR DRIVER WHEEL DUE TO IMPACT DAMAGE (LABOR COST)	0.00	80.00

CUSTOMER COMMENTS
Bri Braun
Assistant Service Manager
Toyota of Brookfield
(262)781-9094
briana.braun@napleton.com

Printed On 10/03/2025 6:39:21 PM

Subtotal	961.77
Sales Tax	56.74
Total	**1018.51**

ArbitrationAgreement: Customer and the dealer agree that all claims, demands, disputes, or controversies of every kind or nature that may arise between the customer and dealer related to the servicing of the vehicle shall be settled by binding arbitration in accordance with the "Supplementary Procedures For Consumer - Related Disputes" rules of the American Arbitration Association then in effect, such arbitration shall be held in Wisconsin and judgement upon the reward rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.

INT._____

☐ **ESTIMATE:** YOU ARE ENTITLED TO A PRICE ESTIMATE FOR REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR SELECTION.

1. I request an estimate in writing before you begin repairs. Signature _____
2. Please proceed with repairs, but call me before continuing if the price will exceed $ _____. Signature _____
3. I do not want an estimate. Signature _____

☐ **FIRM PRICE QUOTATION:** THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express mechanics lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, and any other authorized charges.

CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK: If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. Such charges will be directly related to the actual amount of labor and parts involved in the inspection, repair or service.

By Signing Below: I agree that: (1) I have read this Repair Order and I authorize the completion of the services/repairs listed above in accordance with the terms and conditions herein; (2) the Dealership is not responsible for any delays caused by the unavailability of parts or shipping by the parts manufacturer, supplier, or transporter or for any loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control; (3) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; and (4) I authorize the retrieval of on-board data as needed to facilitate vehicle repairs and the sharing of that data with the vehicle manufacturer for diagnostic or research purposes.

Customer X _____ **Date** _____

Authorized Dealership Representative X _____

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE REVERSE SIDE OF THIS REPAIR ORDER FOR THE DEALERSHIP'S LIMITED WARRANTY.

SHOP SUPPLY COSTS: A charge equal to 10% of the total cost of parts and labor, not to exceed $75.00, will be added to the Repair Order for shop supplies used in connection with the repair.

STORAGE CHARGES: I understand that a storage charge equal to $50.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 5 working days from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

PARTS: All parts installed are new unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request. Upon request, replaced components, parts or accessories will be made returned to you or, if required to be returned under a warranty or exchange agreement, will be made available for inspection.

Discard Replaced Components, Parts, Accessories _____ (INITIAL)
Save Replaced Components, Parts, Accessories _____ (INITIAL)

Original Estimate (Parts & Labor)	Authorized Add'l Repairs	Original Estimated Completion Date	Authorized Add'l Time	Add'l Repairs/Time Approved By:	Date & Time of Approval
$ Authorized by:					
New Total Price Estimate $		New Estimated Completion Date			

Serra Toyota

RO#: 967042
Date: Mon. Oct 13th 2025. 3:09 PM

Dealer Registration No.
EPA Identification No.
5727 South 27th Street
Milwaukee, WI 53221
Phone: (414) 281-3100
Email:
julian.terry@serramke.com

Customer Information
Linda Miller
WEST ALLIS, WI 53227
Home/Cell: (414) 545-8389
Email: LM0523@ YAHOO.COM

Vehicle Information
2018 Toyota LE
Odometer: 19,213
License:
VIN: JTMDFREV8JJ258898

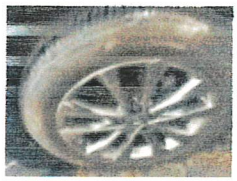
Initial Authorized Work

Issue	Labor Operation or Part Description			Total
1	**CONFIRMED WHEEL DAMAGE AND QUOTE FOR CUSTOMER**			$0.00
2	**PERFORM MULTIPOINT VEHICLE INSPECTIONS**			$0.00
3	**TO SCHEDULE AN APPOINTMENT FOR THESE SERVICES OR FOR FUTURE SERVICES. PLEASE VISIT OUR WEBSITE AT HTTPS://WWW.SERRATOYOTAMKE.COM/SERVICE/SCHEDULE-SERVICE**			$0.00

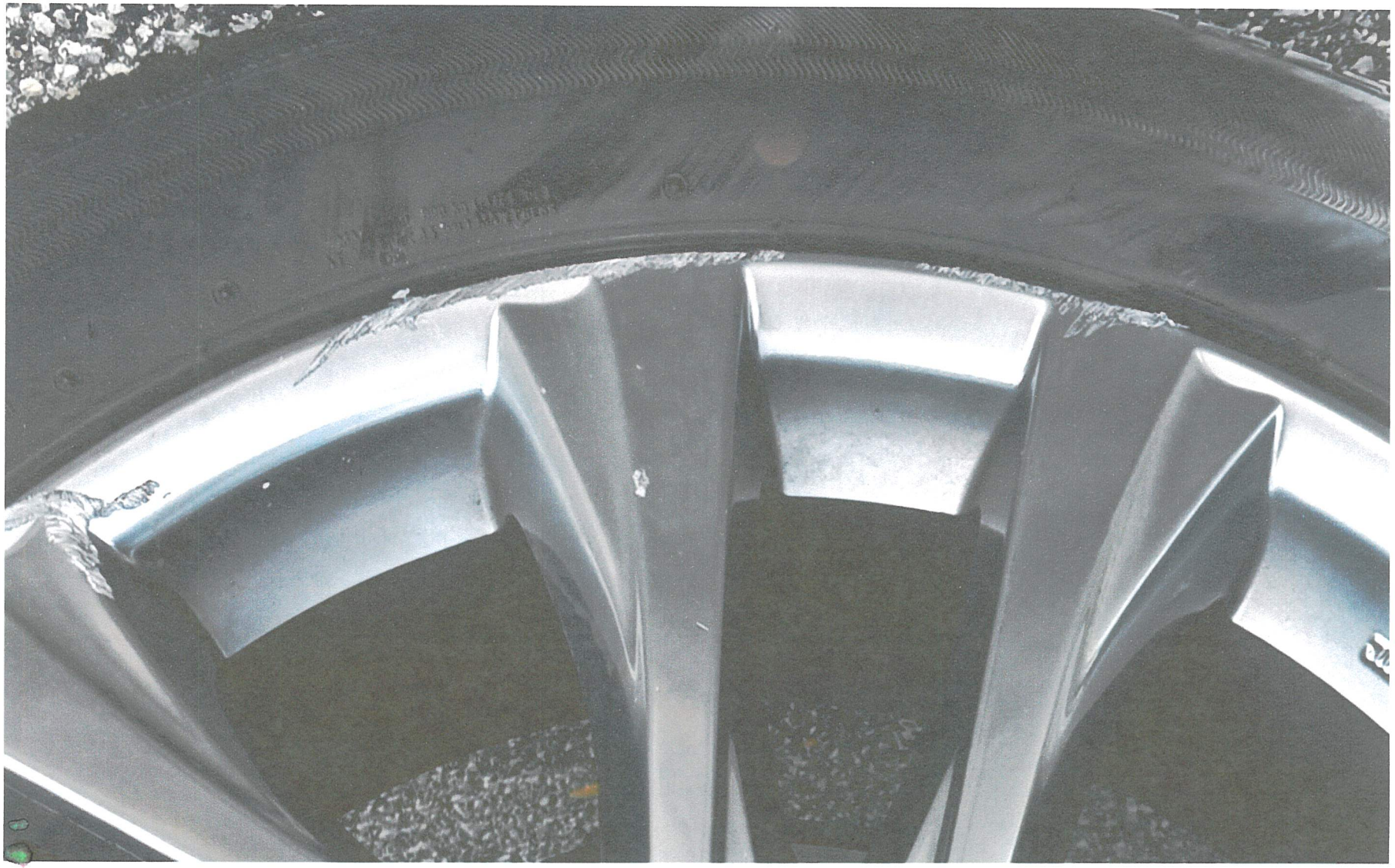
Subtotal Labor	$0.00
Subtotal Parts	$0.00
Shop Supplies	$0.00
Subtotal	$0.00
Sales Tax	$0.00
Total	$0.00

Additional Recommendations

Requires Immediate Attention

Issue	Labor Operation or Part Description			Total
4	**Wheel rim damaged** **Correction:** Customer wheel damaged by city, estimate needed 			$1035.58

Subtotal Labor	$57.00
Subtotal Parts	$902.76
Shop Supplies	$74.95
Subtotal	$959.76
Sales Tax	$81.74
Total	$1116.45



Google Maps 3099 S 108th St

West Allis, Wisconsin

Google Street View

Apr 2025 See more dates

Image capture: Apr 2025 © 2025 Google

① MY CAR WAS IN THIS LANE WAITING FOR THE LIGHT TO CHANGE.

② GRASS CUTTER WAS GOING NORTH FROM SKINNY SEGMENT OF MEDIAN TOWARD WIDER SEGMENT.