

CLAIM FORM AND INFORMATION

Important Information: For the City of West Allis to consider your claim, you must follow the Wisconsin statutory procedure for filing a claim. Completing this form does not guarantee compliance with statutory procedure. City employees, including the City Attorney's Office, cannot give you legal advice or instructions on the statutory procedure. Any questions regarding claims should be directed to the City Attorney's Office at 414-302-8450.

RECEIVED

FEB 26 2018

NOTICE OF CLAIM

Name: BRIAN D BURNS Incident/Accident Information CITY OF WEST ALLIS CITY CLERK
Address: 11200 W CLEVELAND AVE Date: 01/22/2018
West Allis WI 53227 Time: 13:45 HRS
Phone: 414-439-7647 Place: 11200 W. CLEVELAND AVE
SIU CALL # 18-0007

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary). 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 January my friend pick me up at my apartment and we drive to Walgreens to buy cigarettes then to drive me back to my apartment then three police officers pull up in front of my apartment and they were searching me for drugs then said someone call them I did not have any drugs on me I am file a complaint on them during the search they drug my phone and stole it.

Signed: _____ Date: _____

CLAIM

NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City of West Allis at any time consistent with the applicable statute of limitations. However, no action will be taken by the City of West Allis to formally accept or deny your claim until the following information is provided:

The undersigned hereby makes a claim against the City of West Allis of arising out of the circumstances described above. The amount sought is: \$9504.25 (Please attach an itemized statement of damages sought including at least 2 estimates for repairs.)

Signed: BRIAN D BURNS Date: 2.26-18
Address: 11200 W Cleveland ave apt B-7
West Allis WI 53227

34367

Batteries + Bulbs.

Store #546
10724 W Greenfield Ave.
West Allis, WI 53214
Phone: (414) 456-9400

Store Device Repair Intake Form

Customer Information

Customer Name: **Brian Bunrs**

Email: **Not Given**

Phone: **(414) 439-7647**

Alternate Phone:

iPhone 6 / A1549 / A1586 / A1589

Estimated By: **mdowns2**

Device No.: **DA2086908**

Estimated Completion Date: **02/15/18 8:00 AM**

Device Information

IMEI/Serial Number: **352065064000117**

Inspection

Unable to Test: Voice Command Microphone, Charge Port, Vibration Motor, Home Button, Mute Switch, Flashlight, Ear Piece Speaker, Loud Speaker, Digitizer, Power Button, Proximity Sensor, Rear Camera, Front Camera, LCD Display, Cellular Antenna, Microphone, Wi-Fi, Touch ID, Volume Control Buttons

Frame Damage: **No**

Water Damage Indicator: **Not Evident**

Password Locked: **Yes**

Cosmetic Damage: **No**

Repairs Being Done

Date/Time Added	Description	Original Repair	Repair Status	Modified By	Authorized By	Price
02/15/18 11:19 AM	RIS10955 - SCREEN REPAIR WHITE	true	Active			\$89.99
Original Estimate Subtotal 02/15/18						\$89.99

Terms & Conditions

The legal owner of the device described above ("Device"), you authorize Batteries Plus, LLC, (the "Store") and its employees or a third party contracted by the Store (collectively the Store, the "Store Parties") to perform the repair work listed herein using all necessary parts. The Store warrants its workmanship and the parts used in the repair of the Device against defects when used under normal conditions for 180 days from the date the original repair is completed. This warranty is non-transferrable. This warranty is void if the Device is misused, altered or tampered with or if anyone other than one of the Store Parties previously has attempted or subsequently attempts to repair the Device. **ALL OTHER WARRANTIES EXPRESS OR IMPLIED, WHETHER ORAL, WRITTEN OR IN ANY OTHER FORM, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.** The Store Parties are not liable for special, indirect, incidental or consequential damages, including loss, damage, personal injury, or any other expense directly or indirectly arising from the use of the Device. **Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.** The estimated cost of repairs is based upon a visual inspection of the Device only and does not include repair of any additional damage which may be discovered after the work has been started. You acknowledge and agree that the Device may need to be opened to perform the repair and, as a result: (i) potentially void the manufacturer's warranty; and (ii) eliminate any waterproof capabilities your Device may have. You understand that the Store may use refurbished parts in repairing your Device. To the extent we must replace the screen on your Device, the replacement screen may reduce or eliminate content visibility when wearing glasses with polarized lenses.

You understand that the Store Parties are not responsible for any loss of any data stored on the Device which may occur as a result of work done on the Device (if applicable). The Store recommends that, when applicable, customers back-up their data before submitting their device for repair. While the Store Parties will use reasonable efforts to maintain the privacy of any customer data stored on the Device (if applicable), if during the normal course of repair (e.g., powering up the Device), one or more Store Parties becomes aware of evidence which it believes in good faith to be illegal activity, such Store Parties may be required to report such evidence to the appropriate authorities.

Except for the limited warranty obligations of the Store described above, you release and agree to hold harmless Batteries Plus, LLC, and their respective affiliates, parents, subsidiaries, officers, directors, employees, subcontractors and agents (collectively, the "BPB Parties") from and against any and all damages, expenses, claims and other liabilities, including damages and claims respecting the Device or any data stored on the Device, that you may now have, hereafter have or claim to have against any of the BPB Parties. In all cases, the maximum liability of the Store (including any Store Party) hereunder is limited to the repair and replacement of defective parts or replacement of the Device with an equivalent refurbished device. To the extent you return the Device to a different Batteries Plus® or Batteries Plus Bulbs® store for any warranty work, the term "Store Party" as used herein will be interpreted to include such other store conducting warranty work. An express lien is acknowledged on the Device to secure the cost of the repairs thereto. Should any individual provisions of this Agreement be or become invalid, this will not affect the validity of the remaining provisions of this Agreement. Any invalid provision will be replaced by such valid provisions as comes closest to the intentions of the parties hereto. GP:3693016 v4

Customer Signature:	Date:
Post Repair Customer Signature:	Date:
Ascent Repair Operations Use Only	
ARO Tech Post Repair QA Check:	Date:
ARO Device Notes:	

PRO COMM/BUDGET MOBILE

7101 W GREENFIELD
WEST ALLIS, WI 53214
414-739-5000

Sold To

4145078542
sue

Date 2/23/2018

Sale No. 7662

PIN CODE

Item	Amount
SCREEN REPA...	90.00T

*
not pay yet

Subtotal \$90.00

Sales Tax (5.6%) \$5.04

Total \$95.04