

CITY OF WAUWATOSA

7725 W. North Avenue
Wauwatosa, WI 53213

NOTICE OF CLAIM

Name: Michael A Sparacino

Address:

Phone:

Email:

Incident/Accident Information

Date: 3/3/2025

Time: 5:20PM

Place: 120th Block of Burleigh St -
across the street from Lowe's

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury, whether or not medical attention was given and the name of the treatment provider. Identify any witnesses to the incident/accident.

On the night of 3/3/25 I was driving east-bound in the right lane on Burleigh St towards the freeway. The right lane of the road had been closed previously for some road work, but was now open. Several cars in a row were driving in that lane and we all drove into a large square of the road that had not been repaved or properly repaired. Several of us in a row destroyed our tires on the jagged pavement at the edge of a large dip in road height. It cut straight through both my passenger tires (which were less than 30 days old). I called a towing service to flatbed my car. The towing service was great, but there was damage done to my bumper clear wrap due to tow straps along with damage to my front passenger wheel from scraping on the road deformation. I paid for the following services, tow, new tires, bumper repairs, wheel repair, inspection, and alignment of my car to fix all the issues. I went back to the scene after having replaced the tires for a high expense late that same night. I called the non-emergency number for the Wauwatosa Police Department. Officers arrived and promptly put all the work cones back out in the road to block it off, but not before another person drove over this spot and destroyed their tires too. The Officers blocked the road and stated that they would contact the DPW in the morning to have it repaired ASAP. This should have NEVER been left this way and was a dangerous hazard to drivers. It seems that the road was repaired the following day.

Tow from Waldero Towing = \$304.50

New Tires from TireRack = \$623.68

Mounting/balancing from Werks Autosport = \$147.14

Wheel repair from Exquisite = \$183.75

Bumper repair Exquisite = \$577.50

ClaimTotal = \$1836.57

Signed:



Date:

3/22/25

CLAIM

Cash/Private Retail Customer

Table with tow details: Tow Reason, Truck, Date/Time Completed, Contact, Notes, Authorized by, Tow From, Tow To.

Table with vehicle details: Year, Make, Model, Color, VIN, Plate, Odometer.

Table with charges: Charge Description, Quantity, Price, Line Total. Includes subtotal, tax, and grand total.

Visa payment (Ref # 913090) of \$304.50 applied on 3/3/2025

TOWING SERVICES AGREEMENT AND LIABILITY RELEASE
In consideration of the towing and other services ("Services") to be provided by "Waldera's Towing", the undersigned acknowledges and agrees to the following: I represent that I am the owner of the vehicle as to which the Services shall be performed, or have obtained permission from the owner (or any other owners, as applicable) to execute this agreement on their behalf. I understand that Waldera's Towing will not be responsible for any loss or damage to the vehicle to the extent due to causes beyond the control of Waldera's Towing, including but not limited to fire, theft, unlocking vehicles (lockouts), winching of vehicles (winch outs), damage to windows/door handles/mirrors or any kind while in transport, stripping of threads or breakage of studs from standard tire changes. *All lugs must be re-torqued within 25 miles, or damage resulting from broken ball joints; including fenders, nor shall Waldera's Towing be responsible for any damages to the extent arising from Waldera's Towing performance of the Services in a non-negligent manner. In addition to and without limiting the foregoing, I understand that Waldera's Towing will not be responsible for any damages caused by or due to any alteration of the vehicle from manufacturer's standards such as by accessories that have been installed in/on the vehicle. I understand that in some situations, towing and/or movement of a vehicle cannot be performed without damaging the vehicle, such as when a vehicle is extricated from an accident scene, winched from 'off-road' circumstances, or loading vehicles onto a standard flatbed where OEM tie down points make it impossible to load without bumpers/air dams touching chains/winch cables or scraping the flatbed. Nor shall Waldera's Towing be responsible for attaching to OEM tie down points where the flatbed winch cable would scratch, break, or rub lower bumpers, air dams, plastic shrouds, etc. I, on behalf of myself as well as any other owner of the vehicle, as applicable, knowingly and freely assume any risk of any damages or losses, both known and unknown, which may arise in such situations and Waldera's Towing will have no responsibility for the same. I understand that Waldera's Towing will have no responsibility for damages or losses in any tow to the extent such losses or damages would necessarily occur as a result of performance of 'industry-standard towing techniques'. Upon the completion of a tow, Waldera's Towing will position the vehicle as reasonably determined by its representative. I understand that if I require additional movement or manipulation of a vehicle, (Waldera's Towing STANDARD PROCEDURE is to place vehicle/equipment within a public street), I will be responsible for, and will assume any risk of, any damages or losses arising from and additional movement or manipulation; Waldera's Towing will have no responsibility for any such damages or losses. I also understand and release Waldera's Towing from any liability/damages to property/landscaping that may arise, including, but not limited to: landscaping materials, mud, ruts in grass, driveway damage, underground systems/tanks, or any other type of damage that may occur due to current ground conditions. I, for myself and any other owner of the vehicle, as applicable, hereby release, hold harmless, and indemnify Waldera's Towing, its affiliates, officers, members, agents, employees, representatives, and sponsoring agencies from and against and all claims, injuries, liabilities or damage. After unloading the vehicle we will put keys within a secure drop box or within the vehicle. We cannot be responsible for lost or stolen keys. All credit card purchases are non-refundable. By signing below the card holder agrees to pay said charges and waives its right for dispute via their Credit Card Company. Card Holder acknowledges their card has been charged virtually and the card is present.

Signature: [Handwritten Signature]
3/3/2025 7:04 PM

View photos for this tow online at <https://app.towbook.com/PublicAccess/Invoice2.aspx?id=222362911&sc=9a555872f1>



Werks Autosport
W184 S8365 Challenger Dr
Muskego, WI 53150
(262) 682-4875
Chrislawson@werksautosport.com
www.werksautosport.com

Invoice #6047

Created: 03/04/2025
Invoiced: 03/12/2025
Payment Term: On Receipt
Payment Due: 03/12/2025
Service Writer: Chris Lawson

Michael Sparacino

Mobile: [REDACTED]
[REDACTED]

2024 Tesla Model 3 Performance

Thank you for your business. Your payment is due upon vehicle pickup. Please rate today's experience with us online @ Google or Facebook. We Greatly Appreciate your feedback!

Signature _____

Totals only include authorized services

Labor	\$0.00
Parts	\$0.00
Subtotal	\$0.00
Tax	\$0.00
Grand Total	\$0.00
Paid to Date	(\$0.00)

REMAINING BALANCE	\$0.00
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Payments		
3/12/2025	Cash refund	-\$152.29
3/12/2025	Cash	\$152.29
Total Payments		\$0.00

Messages

Chris Lawson	3/12/2025 4:54 PM CDT
Hi Michael, Below is a link to the invoice you requested from Werks Autosport. Please review and let us know if you have any questions. File: order-6047-invoice-2025-03-12_16-53-59.pdf	

Chris Lawson	3/11/2025 8:38 AM CDT
Hi Michael, Below is a link to the estimate you requested from Werks Autosport. Please review and let us know if you have any questions. File: order-6047-estimate-2025-03-11_08-38-40.pdf	

Declined

Tire Install, Balance and Disposal Low Profile			
Description	Price	QTY	Subtotal
Part: Tire Mounting and Balancing	\$65.00	2	\$130.00
Part: Tire Disposal Fee	\$5.00	2	\$10.00



Werks Autosport
W184 S8365 Challenger Dr
Muskego, WI 53150
(262) 682-4875
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Invoice #6047
Created: 03/04/2025
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Service Writer: Chris Lawson

Tire Install, Balance and Disposal Low Profile		
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Shop Supplies (3.5%): \$0.00	Estimated Tax (5.1%): \$7.14	Total: \$147.14
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7101 Vorden Parkway
South Bend, IN 46628-8422
(574) 287-2345
(800) 428-8355
Customer Service: Ext. 4360
Fax: (574) 236-7707

REPRINT

INVOICE

INVOICE NUMBER	INVOICE DATE	PAGE
PF16548	3/05/25	1
PURCHASE ORDER NUMBER		
R1752127322		

3/16/25
20:50:25

BILL TO:

7653832-000
Sparacino, Mike

SHIP TO:

7653832-000
Sparacino, Mike
C/O Werks Autosport
W184S8365 Challenger Dr
Muskego WI 53150 8748

SHIP METHOD: FEDEX GROUND**SHIP-TO PHONE:**

ORDER DATE	SALES REP. NAME / PHONE EXT.	TERMS	MAKE, MODEL AND YEAR	WHSE
3/04/25	ECOMMERCE ORDERS	PayPal	TESL, MODEL 3 PERFORMANCE24	SB

PART NUMBER	QTY ORDERED	QTY SHIPPED	GROUP	DESCRIPTION	UNIT PRICE	EXTENSION
335YR0DWS06PXL 15578560000	1	1	90	235/35R20~ CO EXTCNT DWS06 PL 1557856 92Y XL Two Year Road Hazard Included* 550025955028	319.99	319.99
Road Hazard ID:						
REGCARDR REGISTRATIONR	1	1		Rim Width Range 8.00 to 9.50 Tire DOT Number registration has been filed electronically FIND WARRANTY DETAILS @ WWW.TIRERACK.COM/CO0118	N/C	
73YR0DWS06PXL 15573370000	1	1	89	275/30R20~ CO EXTCNT DWS06 PL 1557337 97Y XL Two Year Road Hazard Included* 550025955029	273.99	273.99
Road Hazard ID:						
REGCARDR REGISTRATIONR	1	1		Rim Width Range 9.00 to 10.00 Tire DOT Number registration has been filed electronically FIND WARRANTY DETAILS @ WWW.TIRERACK.COM/CO0118 Customer advised that mixing tire types/sizes or new with partially worn tires may cause unpredictable handling,braking or loss of vehicle control.	N/C	
				Subtotal		593.98
				Sales Tax-Wisconsin		29.70
				* * * * C O N T I N U E D O N N E X T P A G E		* * * *



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3/16/25
20:50:25

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7653832-000
Sparacino, Mike
[REDACTED]

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Muskego WI 53150 8748

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ORDER DATE	SALES REP. NAME / PHONE EXT.	TERMS	MAKE, MODEL AND YEAR	WHSE
3/04/25	ECOMMERCE ORDERS	PayPal	TESL, MODEL 3 PERFORMANCE24	SB

PART NUMBER	QTY ORDERED	QTY SHIPPED	GROUP	DESCRIPTION	UNIT PRICE	EXTENSION
				Total Payment	-623.68	-623.68
* To make a claim visit www.tirerack.com/roadhazard .						
* To obtain roadside assistance please call 877-920-0503.						
				Total Amount Due		\$.00 USD
Weight	47			Payable in U.S. Funds		

Tire Rack Return/Refund Policy

If you need to return or exchange an item, please call (800) 428-8355 (ext. 4360, customer service) for a Return Authorization Number. We accept returns within 30 days of delivery. All merchandise must be new.

Please complete the return check list (at right) to ensure no shipping damage will occur.

RETURN FOR REFUND

Credit amount will be calculated as follows:

TIRES: Credit less all freight charges incurred.

WHEELS: Credit less all freight charges incurred. Wheels cannot have had tires mounted; please test fit wheels prior to mounting tires.

WHEEL & TIRE PACKAGE: Credit less \$60 labor charge for dismount and less all freight charges incurred.

AUTOMOTIVE ACCESSORIES: Credit less all freight incurred for the return shipment of items originally shipped with no freight charge. Credit less all freight incurred for all other items.

SPECIAL ORDER ITEMS: Special order items are not returnable.

Credits will be issued to the credit card used on the order. If payment received was cash or check, we will refund by check to the billing address.

SHIPPING & DAMAGE CLAIMS

Please inspect your shipment immediately upon receipt. If your shipment has arrived damaged, please contact Tire Rack customer service department at (800) 428-8355, ext. 4360, right away. Return and reshipment will be scheduled. The merchandise should be new and completely repackaged in the original packing material for the return and inspection. **All original packaging material must be returned along with the damaged merchandise.**

Your credit depends upon these steps being followed carefully.

MANUFACTURERS' WARRANTIES

Merchandise covered by a manufacturer's warranty is sold with the warranty by the manufacturer extended to the purchaser.

We will be happy to assist in obtaining fulfillment of a manufacturer's warranty. **Other than applicable manufacturers' warranties, there are no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.**

YOUR COMMENTS ARE IMPORTANT, PLEASE TELL US WHY YOU ARE RETURNING MERCHANDISE.

Return Check List

TIRES ONLY

- Original strapping is completely intact. (If not, ship tires individually, do not tape together.)
- Each tire (even when strapped to another tire) is clearly labeled with your return address and Tire Rack's address.
- Packing slip with Return Authorization Number is taped securely on tire.

WHEELS ONLY

- Remove lug nuts/bolts from box.
- Secure center cap on wheel, or insert center cap in separate bag, and tape bag securely.
- If returning 2 wheels, must have protective cardboard between the wheels.
- The wheel must be well secured and protected in the box. Any styrofoam packing received with the shipment must be reused in the same way. If it is broken, please call for new packaging material.
- Wheel must have a foam sheet pad protecting the face of the wheel from cardboard chafing.
- Remove any staples that are not fully closed from the box.
- The wheel must be double-boxed. (2 boxes)
- The boxes are not damaged. If damaged, please call customer service for packaging material.
- Insure package for the proper value.
- Packing slip with Return Authorization Number is taped securely on package.

TIRE & WHEEL PACKAGES

- Call (800) 428-8355 (ext. 4360, customer service) for new packaging material and instructions.
- Follow instructions carefully; your credit depends on the condition of the merchandise upon receipt at Tire Rack.
- Wheel must have a foam sheet pad protecting the face of the wheel from cardboard chafing.
- Insure package for proper value.
- Packing slip with Return Authorization Number is taped securely on package.



7101 Vorden Parkway South Bend, Indiana 46628-8422

Invoice

Exquisite Auto Spa
12585 Knoll Rd, Elm Grove, WI
53122, USA
+14144772134
sales@exquisiteautospa.com

Bill to
Mike Sparacino
[REDACTED]



Job 1899

Start: 3/12/25, 9:00 AM

2024 TESLA MODEL 3			
VIN: 5YJ3E1ET3RF796880			

Line Item	Qty	Unit Amount	Total
Paint Protection Film (XPEL ULTIMATE PLUS™) (Custom)	1	\$550.00	\$550.00

Rear Bumper PPF replacement

ULTIMATE PLUS™ is one of the most advanced paint protection films on the market; it is virtually invisible and provides protection from everyday damages including scuffs, scratches, chips and more. This film features self-healing technology, an unparalleled high-gloss finish, superior impact protection.

Installation of XPEL ULTIMATE PLUS™ in specified locations.

Subtotal	\$550.00
Tax (5%)	+ \$27.50
Total	\$577.50
Amount paid	\$577.50
Amount due	\$0.00

Quote

Exquisite Auto Spa
12585 Knoll Rd, Elm Grove, WI
53122, USA
+14144772134
sales@exquisiteautospa.com

Bill to
Mike Sparacino
[Redacted Address]



Job 1912

2024 TESLA MODEL 3			
VIN: 5YJ3E1ET3RF796880			
Line Item	Qty	Unit Amount	Total
Wheel Repair	1	\$175.00	\$175.00
		Subtotal	\$175.00
		Tax (5%)	+ \$8.75
		Total	\$183.75



Call Details Report Chronological Order

Report Date:03/20/25 10:00

25-005996 120.5 W Burleigh St;WPD Traffic - Safety (TRA2)

Reported : 03/03/25 22:17

Priority : 4

Case# :

Stacked : 03/03/25 22:19

Dispatched : 03/03/25 22:19

Arrived : 03/03/25 22:24

Finished : 03/03/25 22:31

Disposition : Finish

Reported Location: 120.5 W Burleigh St;WPD

Units 249 - 6909 - Opelt, George N

Notes

Date	Unit	Notes	PF
03/03/2025 22:17:55		Right hand lane, sharp edges, and shreaded tires. Caller - Michael - 262-271-6901	6209
03/03/2025 22:19:53		Dispatched: 249	6209
03/03/2025 22:25:51		249 - Traffic cones were moved out of the roadway. Will be putting them back out. Advises City Yards to put up a "Lane Closed" sign first thing in the am.	6209
03/03/2025 22:31:50	249	A LARGE UNFINISHED PORTION OF THE ROADWAY WAS MISSING IN THE 12000 BLOCK OF BURLEIGH AND CAUSE DAMAGE TO TWO DIFFERENT VEHICLES. THEY WERE ADVISED TO FOLLOW UP WITH THE CITY	6909

Unit History

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
249	03/03/25 22:19:53	DP	6909	6209	
249	03/03/25 22:20:03	AC	6909	6909	
249	03/03/25 22:20:03	EN	6909	6909	
249	03/03/25 22:24:47	OS	6909	6209	
249	03/03/25 22:31:50	FI	6909	6909	Finish



DO NOT REMOVE
PRESSURE AS SPECIFIED IN
MANUAL SHOULD MOUNT PRESS