



City of San Carlos

City Claim Form for all Persons or Property

MAIL TO: **CITY OF SAN CARLOS**
ATTN: Crystal Mui, City Clerk
600 Elm Street
San Carlos, CA 94070-1309

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY MUST BE FILED NOT LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE (GOV'T. CODE, SEC. 911.2).
2. CLAIMS FOR DAMAGES TO REAL PROPERTY MUST BE FILED NOT LATER THAN ONE YEAR AFTER THE OCCURRENCE (GOV'T. CODE SEC. 911.2).
3. ATTACH SEPARATE SHEETS, IF NECESSARY TO GIVE FULL DETAILS.

NAME OF CLAIMANT: Thomas Feledy

CLAIMANT'S ADDRESS: [REDACTED]
Street Apt. No City State Zip

EMAIL: [REDACTED]

HOME PHONE: [REDACTED] CELL PHONE: [REDACTED] WORK PHONE: [REDACTED]

ADDRESS WHERE NOTICES SHOULD BE SENT IF DIFFERENT FROM ABOVE:

Name Street Apt. No City State Zip

EMAIL IF DIFFERENT FROM ABOVE: [REDACTED]

AMOUNT OF CLAIM \$ 1,816.53 (ATTACH COPIES OF BILLS/ESTIMATES)

IF AMOUNT CLAIMED IS MORE THAN \$10,000, INDICATE WHERE JURISDICTION RESTS:

LIMITED CIVIL CASE [REDACTED] UNLIMITED CIVIL CASE [REDACTED]

DATE OF INCIDENT: 5/23/2024 TIME: 3:20 PM

LOCATION OF INCIDENT: 566 Wellington Ave.

DESCRIBE THE INCIDENT OR ACCIDENT INCLUDING YOUR REASON FOR BELIEVING THAT THE CITY IS LIABLE

FOR YOUR DAMAGES

My car was damaged by a hazardous pothole on a City street. At the time, the pothole was in the shade and I also did not see that the farther edge of the pothole actually protruded 6" above the roadway surface. As I drove over the pothole to park my car, the protruding edge of the pothole damaged several parts under my car. If the City had properly fixed the pothole before it got this bad, my car would not have been damaged.

DESCRIBE ALL DAMAGES WHICH YOU BELIEVE YOU HAVE INCURRED AS A RESULT OF THE INCIDENT

Lower deflector, Right side shield, Suspension crossmember, and related parts as describe in the attached repair bill from Caliber Collision of 6/28/2024.

I reported this damage on 5/23/2024 by phone to San Mateo County Sheriff, report SH24-38621, Deputy Larsen.

NAME(S) OF PUBLIC EMPLOYEE(S) CAUSING THE DAMAGES YOU ARE CLAIMING:

WERE POLICE AT SCENE? YES [REDACTED] NO ☒

DATED: September 30, 2024 SIGNED: [REDACTED]

ANY PERSON WHO, WITH INTENT TO DEFRAUD, PRESENTS ANY FALSE OR FRAUDULENT CLAIM MAY BE PUNISHED BY IMPRISONMENT OR FINE OR BOTH.



CALIBER COLLISION

CALIBER - SAN CARLOS

RESTORING THE RHYTHM OF YOUR LIFE
794 Industrial Rd, San Carlos, CA 94070
Phone: (650) 802-9900
FAX: (650) 802-9905

Workfile ID: 44831be3
Federal ID: 33-0730794
State EPA: CAL000423391
BAR: ARD300012

Final Bill

RO Number: 1086006515

Customer:	Insurance:	Adjuster:	Andy Ramos	Estimator:	Cameron Brockway
FELEDY, THOMAS	UNITED SERVICES AUTOMOBILE	Phone:	(800) 531-8722	Create Date:	5/23/2024
			Business		
794 INDUSTRIAL RD	Visit us at USAA.com or Call	Claim:	0016204580000008		
			04001		
SAN CARLOS, CA 94070-3316	San Antonio, TX 78265	Loss Date:	5/23/2024		
		Deductible:	250.00		

2016 CHEV Spark EV LT2 4D H/B Electric- Electric WHITE

VIN:	Interior Color:	GREY	Mileage In:	33,682	Vehicle Out:	6/28/2024
License:	Exterior Color:	WHITE	Mileage Out:	33,686		
State: CA	Production Date:	7/2016	Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor \$	Type	Paint
1	E01		Customer advised new front tires required prior to repairs NOTE: front tires are severely worn and a safety concern. Rear tires are like new condition.						
2	E01		FRONT BUMPER & GRILLE						
3	E01	Remove/Replace	Lower deflector NOTE: part damaged from impact gouged and missing chunk of material	1	20.98T	OEM	28.00	Body	
4	E01		FENDER						
5	S01	Remove/Replace	RT Side shield NOTE: part damaged from impact please see photos OEM part discontinued from gm used part located for repairs	1	28.00T	USED	28.00	Body	
6	E01	Remove/Install	LT Side shield NOTE: removal required for access to repalce suspension subframe				28.00	Body	
7	S01	Remove/Replace	Lower deflector NOTE: damaged from impact chunk of material missing OEM part discontinued from GM used part located for repairs	1	48.00T	USED	42.00	Body	
8	E01		FRONT SUSPENSION						
9	S01	Remove/Replace	Susp crossmember NOTE: impact damage at rt front tow point please see photos and left side undamaged for comparison OEM Part discontinued from GM Used part located for repairs	1	212.00T	USED	644.00	Body	
10	E01	Remove/Replace	Susp crossmember mount bolt NOTE: 4 of these are required.	4	34.32T	OEM			
11	E01	Sublet	Alignment, 4-wheel	1	125.00	Other			
12	E01		VEHICLE DIAGNOSTICS						
13	E01	Sublet	*****						
14	E01	Repair	Pre-Repair diagnostic scan				70.00	Body	

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, UKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

6/28/2024 12:49:23 PM

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15	E01	Sublet	Pre-Repair diagnostic scan	1	50.00	Other	
16	E01	Repair	Post-Repair diagnostic scan				70.00 Body
17	E01	Sublet	Post-Repair diagnostic scan	1	70.00	Other	
18	S01		Shipping/Frieght Charges	1	200.00T	Other	
19	E01						
20	E01		==== Required Notes for USAA Drive Ins =====				
21	E01		For Supplements Use Estimate Share Within CCC One				
22	E01		Have Questions or Non-CCC User?				
23	E01		Call 800.637.8511 - Press 2 for Repair Facility				
24	E01		Then Press 2 for Technical Support,				
25	E01		Then Press 4 for "All Other"				
26	E01		===== End USAA Drive In Notes =====				
27	S01		Vender Handleing fee	1	8.00T	USED	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total \$
Parts		72.00		623.30
Labor, Body			140.00	910.00
Miscellaneous				245.00
Subtotal				1,778.30
Bottomline Discount				(19.56)
Sales Tax				57.79
Grand Total				1,816.53
Deductible				(250.00)
Net Total				1,566.53

Estimate Version	Total \$
Original	1,537.42
Supplement S01	279.11

Insurance Total \$:	1,566.53
Received from Insurance \$:	0.00
Balance due from Insurance \$:	1,566.53
Customer Total \$:	250.00
Received from Customer \$:	0.00
Balance due from Customer \$:	250.00

TERMS & 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, & 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,

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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 \$100 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.

6. Partner Referrals. Customer acknowledges that Caliber has partnerships with various vehicle dealerships and that Caliber may on occasion compensate these dealership partners for referring work to Caliber, to the extent permitted by law. Note that Caliber does not pay any referral fees to towing services for delivering vehicles to Caliber for repairs.

7. 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.

8. 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 8(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 8(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 8), abuse, misuse, neglect, or acts of God. Any and all disputes related to this section

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shall be resolved according to the procedures set forth in Paragraph 7 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.

9. DISCLAIMERS. THE FOREGOING PARAGRAPH 8 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.

10. 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 the

Customer Signature _____ Date 6/28/2024

I acknowledge notice a _____ in the original estimated price.

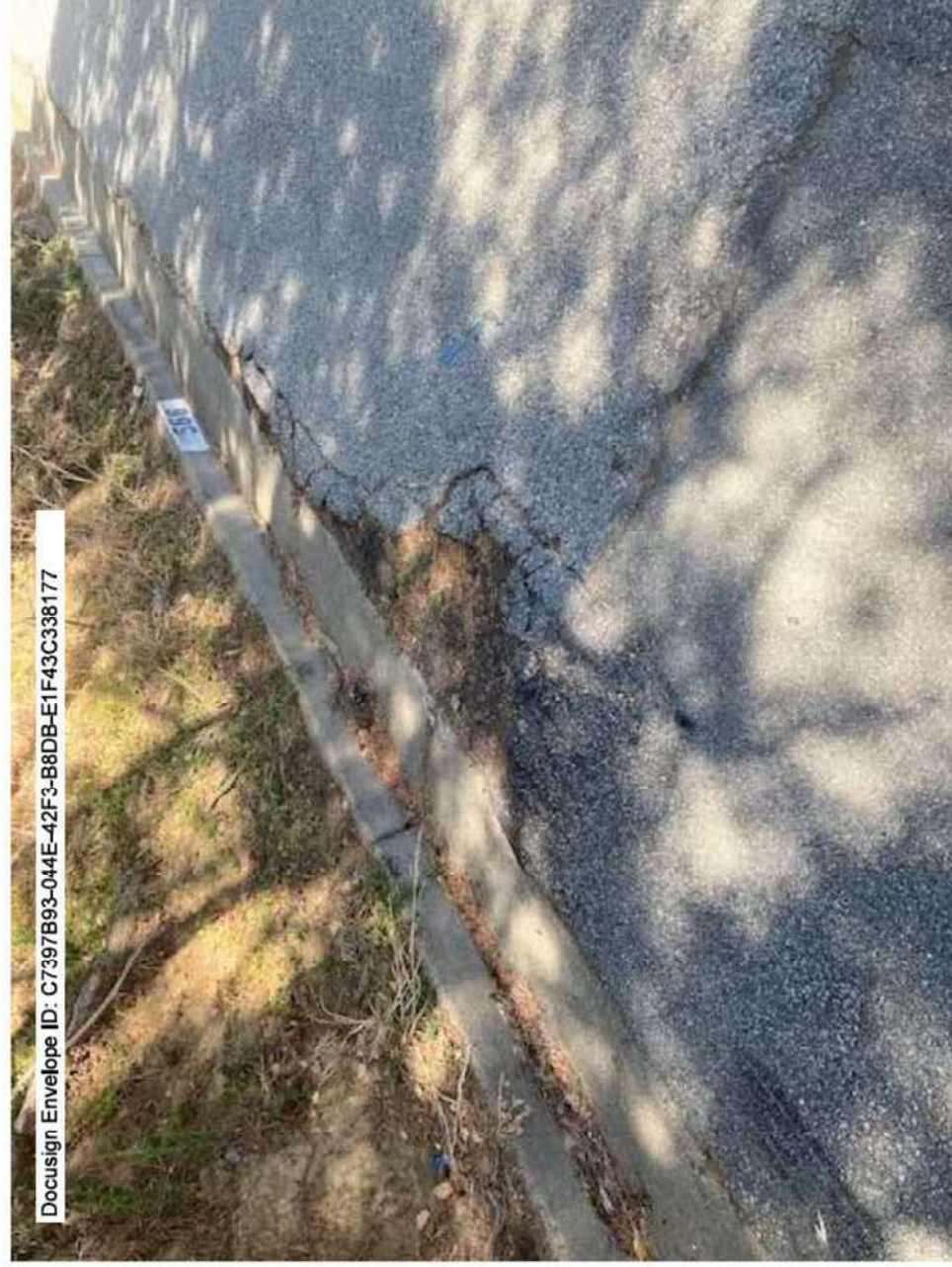
Customer Signature _____ Date 6/28/2024**POWER OF ATTORNEY**

I Do Hereby Appoint Caliber Collision Centers As My Lawful Attorney In Fact To Accept On My Behalf Any And All Checks, Drafts, Or Bills Of Exchange, And To Endorse All Such Instruments, And Place Them In a Negotiable Position For Deposit To The Aforementioned Business' Account For Credit On My Account

Initial _____



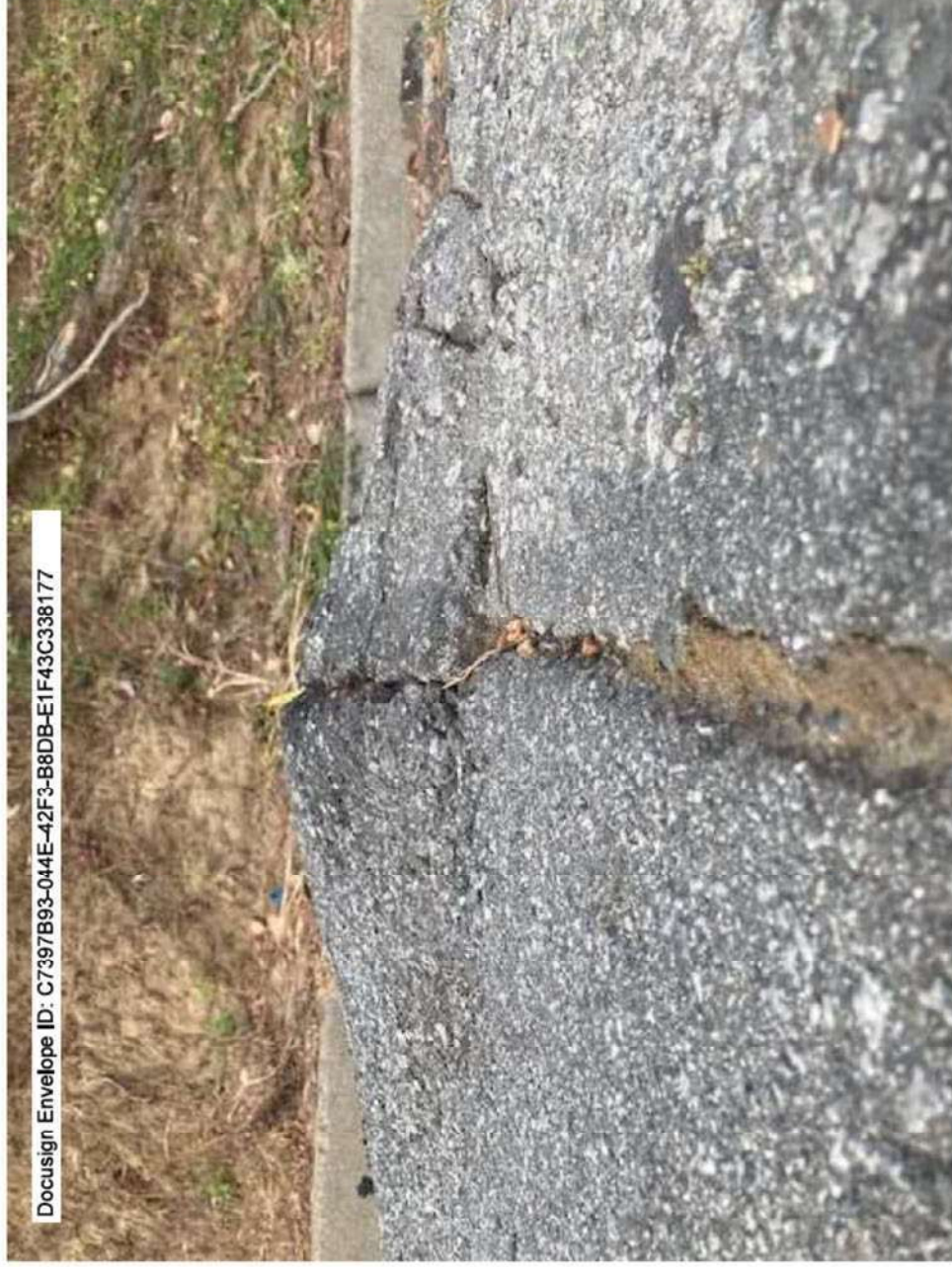
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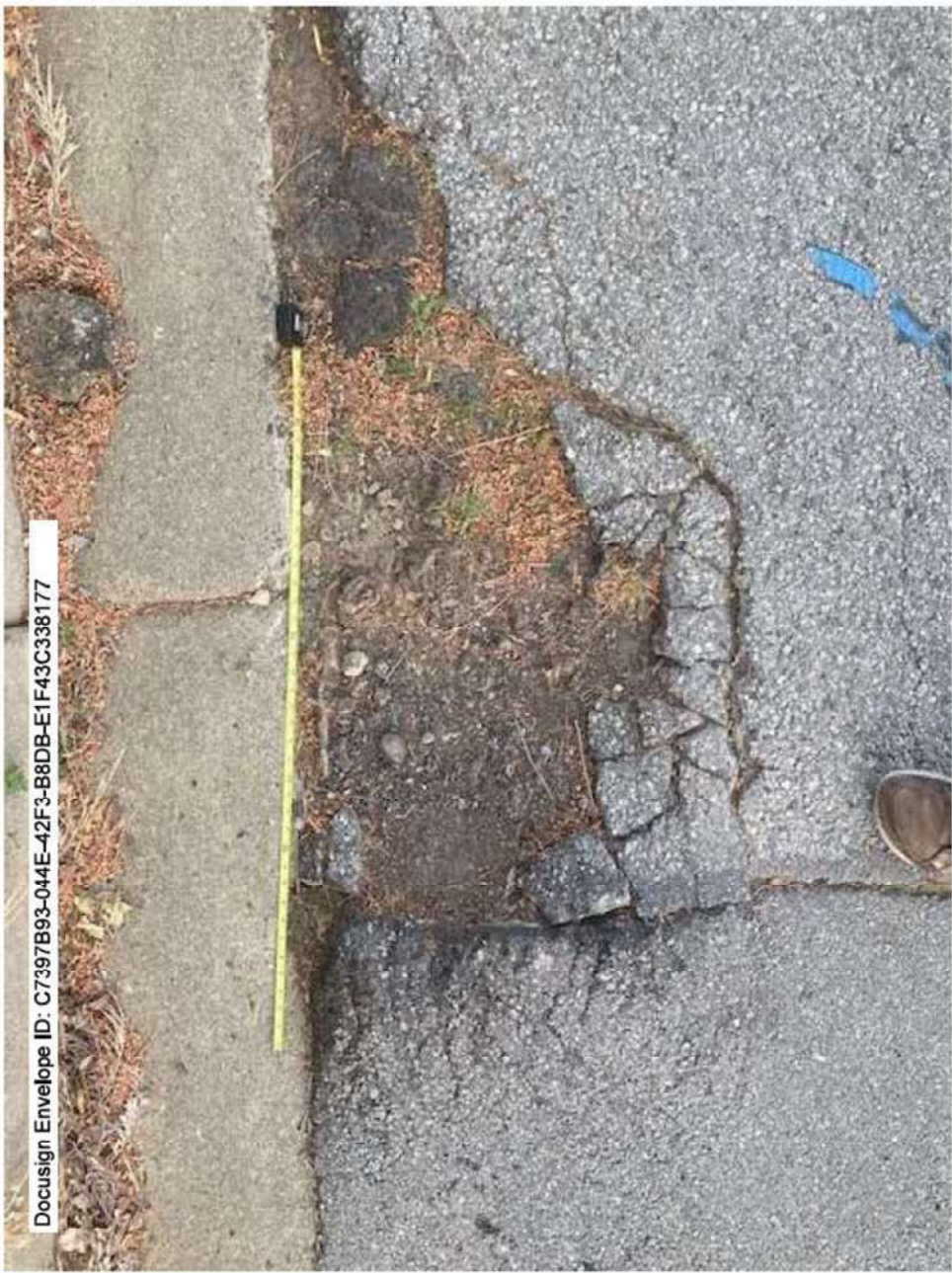
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