



# City of San Carlos

## City Claim Form for Persons or Property

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.

Claimant's Name: Kristine Avila Claimant's Birthdate: 11/13/1967

Claim Against: City of San Carlos

Claimant's Address: \_\_\_\_\_

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:					
N/A	N/A	Apt.	No	N/A	N/A
Name	Street	Apt. No	City	State	Zip

Date of Incident/Accident: 02/11/2025 Time: 8:50pm

Date Injury / Damage / Loss Discovered: 02/11/2025 / 8:51pm / Slashed tire due to large pot hole

Location of Incident:  
Between 1620 and 1648i El Camino Ave. San Carlos, CA 94062

Describe the incident or accident including your reason for believing that the City is liable for your damages:

I was driving south o El Camino in the rain and switching lanes when my tire hit a large pot hole. When I turned right on St. Francis my car notified me that the right rear tire was losing air and it deflated suddenly. My car was full of groceries and I had to call someone to pick me up and leave the car as it was too late to tow. It was towed to BMW the next day.

Describe all damages which you believe you have incurred as a result of to the incident:

Tire was punctured and replaced for \$492.68

Name(s) of public employee(s) causing the damages you are claiming (if known):

N/A

Were police at the scene? Yes ☐ No ☐

Amount of Claim: \$ 492.68 (ATTACH COPIES OF BILLS/ESTIMATES)

If amount claimed is more than \$10,000, indicate where jurisdiction rests **Note:** If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]:

☐ Limited Civil Case ☐ Unlimited Civil Case

Date Signed: February 18, 2025 Signature: [Redacted]

Any person who, with intent to defraud, presents any false or fraudulent claim may be punished by imprisonment or fine or both.

*If signed by a representative:*

Representative's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Police Report #: \_\_\_\_\_

Relationship to Claimant:

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





# PETER PAN BMW

1625 Adrian Road  
Burlingame, CA 94010  
(650) 204-7600 Fax: (650) 286-8900  
www.peterpanbmw.com

CUSTOMER NO. <b>127296</b>		ADVISOR <b>ROBERTO RONQUILLO</b>		TAG NO. <b>332</b>	INVOICE DATE <b>02/12/2025</b>	INVOICE NO. <b>BMCS820243</b>
KRISTINE AYALA		LABOR RATE	LICENSE NO.	MILEAGE <b>2,176</b>	COLOR <b>WHITE</b>	STOCK NO.
		YEAR / MAKE / MODEL <b>2025/BMW/I4/4DR EDRIIVE40 G</b>			DELIVERY DATE <b>11/25/2024</b>	DELIVERY MILES
		VEHICLE I.D. NO.			SELLING DEALER NO.	PRODUCTION DATE <b>09/09/2024</b>
		F.T.E. NO.	P.O. NO.		R.O. DATE <b>02/12/2025</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS				
					MO: 2,177	
<p>The following is a list of abbreviations that may be used to describe work to be or has been repaired or replaced: OEM=Original Equipment Manufacturer, R&amp;I=Remove &amp; Install, R&amp;R=Remove &amp; Replace,MM=Millimeter,CBS=Condition Based Service, Specs=Specification, MIN=Minimum, TPM=Tire Pressure Monitor,TPMS=Tire Pressure Monitoring System,PSI=Pounds per Square Inch,INOP=Inoperative,TSARA=Technical Support And Research Assistant, QTS=Quarts, ISTA=Integrated Service Technical Application,AGM=Absorbed Glass Mat,KG=Kilograms,REC=Recommend,TCM=Tele Communication Module,DOT=Department of Transportation,RFT=Run Flat Tire,DIAG=Diagnosis,MAX=Maximum,TECH=Technician,SRS=Supplemental Restraint System,ABS=Anti-lock Braking System,RO=Repair Order,DSC=Dynamic Stability Control,SIB=Service Information Bulletin,PDC=Parking Distance Control,MPI=Multi-Point Inspection,ACSM=Crash Safety Module,BDC=Body Domain Controller,CON=Controller,DME=Digital Motor Electronics,DSC=Dynamic Stability Control,EGS=Electronic Transmission Control,EPS=Electromechanical Power Steering,FLEL=Frontal Light Electronics Left,FLER=Frontal Light Electronics Right,FZD=Roof function centre</p> <p>Continued.....GWS=Gear Selector Switch,HKFM=Tailgate Function Module,HRSNL=Rear radar Sensor Near Range Left,HRSNR=Rear Radar Sensor Near Range Right,HU-H=Head Unit High,IHKA=Integrated Automatic Heating/Air Conditioning System,KAFAS=Camera-Based Driver Assist System,KOMBI=Instrument Cluster,PMA=Parking Manoeuvring Assistant,RAM=Receiver Audio Module,SMFA=Seat Module-Driver,TCB=Telematic Communication Box,TRVC=All-Round Vision Camera,VIP=Virtual Integration System,ZGM=Central Gateway Module.</p>						
				LABOR	0.00	
				PARTS	0.00	
				TOTAL	0.00	
<b>MISCELLANEOUS</b>						
TD	HAZ WASTE-TIRE DISPOSAL (1)				2.29	
				TOTAL MISC:	2.29	
<b>COMMENTS</b>						
KRISTINE david kristine picking up on 2/12 @ 4.12pm						
<b>INVOICE TOTALS</b>						
				TOTAL LABOR	65.00	
				TOTAL PARTS	388.04	
				TOTAL SUBLET	0.00	
				TOTAL G.O.G.	0.00	
				TOTAL MISC.	2.29	
				BAR# ARD255154 EPA# CAD981683881, CAR000274274 STATE REG# 3		



# PETER PAN BMW

1625 Adrian Road  
Burlingame, CA 94010  
(650) 204-7600 Fax: (650) 286-8900  
www.peterpanbmw.com

CUSTOMER NO. <b>127296</b>		ADVISOR <b>ROBERTO RONQUILLO</b> 332		TAG NO. <b>2536</b>	INVOICE DATE <b>02/12/2025</b>	INVOICE NO. <b>BMCS820243</b>
KRISTINE AYALA [REDACTED]		LABOR RATE	LICENSE NO. [REDACTED]	MILEAGE <b>2,176</b>	COLOR <b>WHITE</b>	STOCK NO.
		YEAR / MAKE / MODEL <b>2025/BMW/I4/4DR EDRIIVE40 G</b>			DELIVERY DATE <b>11/25/2024</b>	DELIVERY MILES
		VEHICLE I.D. NO. [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE <b>09/09/2024</b>
		F.T.E. NO.	P.O. NO.		R.O. DATE <b>02/12/2025</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS				
					MO: 2,177	
TOTAL TAX				37.35		
TOTAL INVOICE \$				492.68		
<p>THANK YOU FOR YOUR BUSINESS!</p> <p>X [REDACTED]</p>						
<p>BAR# ARD255154 EPA# CAD981683881, CAR000274274 STATE REG# 3</p>						



**Docusign Envelope ID: 925A84A5-A3A1-48EB-A9EA-58BA8AC36E4B**

**NEW BMW N.A./MINI USA 24 MONTH LIMITED WARRANTY GENUINE BMW/MINI AUTOMOBILE PARTS PURCHASED OVER THE COUNTER**

BMW N.A./MINI USA warrants genuine BMW/MINI replacement parts and genuine BMW/MINI accessories, and genuine remanufactured BMW/MINI parts, imported by BMW N.A./MINI USA and purchased over the counter from an authorized BMW/MINI dealer, against defects in materials and workmanship for a period of 24 months commencing with the date of purchase. The exception is workshop tools which are warranted for 6 months. For more information, please call your dealership or BMW (1-800-831-1117) or MINI (1-866-275-6464).

The defective part(s) or accessories must be brought to an authorized BMW/MINI automobile dealer, who, upon presentation of the original dated sales invoice, will replace the spare part(s) or accessories covered by this warranty free of charge. This warranty does not cover labor costs for the removal or installation of the part(s) or accessories. Parts for which replacements are made become the property of BMW N.A./MINI USA. Parts replaced under the applicable BMW N.A./MINI USA limited warranty receive the remainder of the original 24 month without mileage limitation coverage, should subsequent failure(s) occur.

Part replacements under the applicable BMW N.A./MINI USA limited warranty receive the remainder of the original coverage period that applies. Part replacements under a new vehicle limited warranty or program are not eligible for parts warranty coverage. They are only eligible for the remaining portion of the new vehicle limited warranty or program coverage.

**BMW N.A./MINI USA MAKES NO OTHER EXPRESS WARRANTY ON THIS PRODUCT.**

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY HEREIN CONTAINED. BMW N.A./MINI USA HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY APPLICABLE TO THIS PRODUCT. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**THIS WARRANTY DOES NOT APPLY TO THE FOLLOWING:**

- **Maintenance Services** - This includes scheduled maintenance, oil changes, wheel balancing, wheel alignment, and mechanical adjustments or repairs which become necessary through normal use or wear and tear.
- **Service Items** - This includes the replacement of spark plugs, filters, brake pads or linings, windshield wiper blades, V-belts, incandescent bulbs, fuses, tape head cleaning cassette, ignition points and condensers, distributor caps and rotors, and tools.
- **Tires** - Tires are warranted by their respective manufacturer for defects in materials and workmanship.
- **Batteries** - Batteries have a separate warranty. Please contact your authorized BMW/MINI dealer for details.
- **Lack of Service** - This includes damage attributable to failure to perform maintenance services at the specified intervals or in accordance with the instructions in the "Owner's Manual." Proof must be provided either by a paid invoice copy or filing in the appropriate boxes in the service manual.
- **Damage** - This includes damage which results from negligence, improper treatment, improper accident damage repairs, corrosion from road salt, environmental influences, or treatment contrary to the "Owner's Handbook."
- **Non-BMW/MINI-Parts** - This includes damage to a component or assembly due to the installation of replacement parts with specifications that differ in any material respect from genuine MINI parts.
- **Towing**

**THE WARRANTY SHALL BE NULL AND VOID IF THE VEHICLE IS USED IN ANY COMPETITIVE EVENTS.**

IF YOU HAVE ANY QUESTIONS REGARDING THIS WARRANTY, PLEASE CONTACT THE CUSTOMER RELATIONS DEPARTMENT IN THE REGIONAL OFFICE NEAREST YOU.

WARRANTY INFORMATION ABOVE IS AN EXCERPT OF THE MANUFACTURER'S LIMITED WARRANTY, FOR INSTALLED PARTS, REMANUFACTURED PARTS AND "OVER-THE-COUNTER" PARTS. PLEASE SEE PARTS OR SERVICE MANAGER, FOR A FULL TEXT COPY OF MANUFACTURER'S WARRANTY, TO DETERMINE ANY WARRANTY THAT MAY APPLY TO YOUR PARTS OR VEHICLE.

**As-Is Warranty Disclaimer:** The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the dealership damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

**ADDITIONAL TERMS & CONDITIONS**

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs.
2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate.
3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire, vandalism, or any other cause beyond our control, including, but not limited to, a natural disaster such as tornado, hurricane, earthquake or flood.
4. Customer acknowledges that Dealership is not responsible for any items of personal property left in the vehicle.
5. The repair of this vehicle and completion date are subject to the availability of labor and parts. The Dealership is not responsible for unavailability of parts or delays in parts shipment beyond the Dealership's control.
6. All charges for labor and parts are due at the time of delivery of the vehicle or prior to delivery within 3 days after notice that the repairs have been completed. Notice shall be sent to Customer by United States mail or electronically.

7. If the vehicle described herein is not called for within three (3) days after such notice is given, a daily storage fee will be charged, \$100.00 per day.
8. The Dealership is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
9. Dealership shall have a consensual lien on the vehicle for any obligations owed by Customer to the Dealership, regardless of whether Dealership has a statutory lien on the vehicle. Dealership has a right to retain possession of the vehicle until Customer has paid all charges in full.
10. In any legal action between Dealership and Customer, the prevailing party shall be awarded reasonable attorneys' fees and costs.
11. Depending on the type of service requested, some repairs may be sublet.
12. All parts are new unless otherwise specified. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request.
13. Customer acknowledges, if a request for parts return was made before work commenced, that some Parts are Not Returnable due to Original Equipment Manufacturer requirements, some parts must be returned to factory.

**WARNING:** Operating, servicing and maintaining a passenger vehicle or off-highway motor vehicle can expose you to chemicals including engine exhaust, benzene, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

**AVISO:** El uso, servicio y mantenimiento de un vehículo de pasajeros o uno que no se para uso en carretera pueden exponerlo a sustancias químicas, incluyendo los gases del escape del motor, monóxido de carbono, ftalatos y plomo, reconocidos por el Estado de California como causa de cáncer, defectos de nacimiento u otros daños del sistema reproductivo. Para minimizar la exposición, evite respirar los gases del escape, no deje el motor en punto muerto (ralentí) salvo si es necesario, dele servicio al vehículo en un área bien ventilada, y use guantes o lávese las manos con frecuencia al dar servicio al vehículo. Para obtener más información, visite [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

**ARBITRATION PROVISION  
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

**IF PARTS OR REPAIRS ARE COVERED BY A WARRANTY, THE FOLLOWING STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT APPLIES:** A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

**Upon Request, you are entitled to receive a copy of the Towing and Storage Fees and Access Notice**

PAG-SICA-BMWMINI (1/23)

We respect your privacy. To review our Privacy Policy and how we collect and use your personal information, please see our website.

Created with the DynamicPDF Essentials Edition. [v12.22]



### Certificate Of Completion

Envelope Id: DD349614-33AA-4B33-8616-F158CEC41EFC

Status: Completed

Subject: Action Required: Repair Order for VIN 8315

EmployeeName:

HRManagerEmail:

HRManagerName:

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 1

eSign Service Account

AutoNav: Enabled

2555 S Telegraph Rd

Envelopeld Stamping: Enabled

Bloomfield Hills, MI 48302-0974

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

svc\_esign@penskeautomotive.com

IP Address: 155.130.144.66

### Record Tracking

Status: Original

Holder: eSign Service Account

Location: DocuSign

2/12/2025 4:14:54 PM

svc\_esign@penskeautomotive.com

### Signer Events

KRISTINE AYALA

### Signature

### Timestamp

Security Level:

.None

ID: 8100f573-4f69-4cc1-bb48-adaae28308

2/12/2025 4:21:01 PM

Signature Adoption: Drawn on Device

Using IP Address: 76.210.143.191

Signed using mobile

Sent: 2/12/2025 4:14:55 PM

Viewed: 2/12/2025 4:21:07 PM

Signed: 2/12/2025 4:21:16 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

2/12/2025 4:14:55 PM

Certified Delivered

Security Checked

2/12/2025 4:21:07 PM

Signing Complete

Security Checked

2/12/2025 4:21:16 PM

Completed

Security Checked

2/12/2025 4:21:16 PM

### Payment Events

### Status

### Timestamps