



**CITY OF RIALTO  
LIABILITY  
CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY**

CITY CLERK'S DATE STAMP

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CITY CLERK

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code §911.2).
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code §911.2).
3. READ ENTIRE CLAIM FOR BEFORE FILING
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS

**RETURN TO:**

**Rialto City Clerk's Office**

Mail: 150 S. Palm Ave., Rialto, CA 92376

Address: 290 W. Rialto Ave., Rialto, CA 92376

**CLAIMANT INFORMATION:**

Edward Albert Montoya Jr

FULL NAME

DATE OF BIRTH

HOME ADDRESS INCLUDING CITY, STATE & ZIP

HOME TELEPHONE NO.

BUSINESS ADDRESS INCLUDING CITY, STATE & ZIP

BUSINESS TELEPHONE NO.

ADDRESS AT WHICH CLAIMANT DESIRES TO RECEIVE  
NOTICES OR COMMUNICATIONS REGARDING THIS CLAIM  
(if different from home address provided above):

1. WHEN DID DAMAGE OR INJURY OCCUR? DATE: 09/26/2023 TIME: 0620 ☒ AM ☐ PM

2. PLACE OF ACCIDENT (OCCURRENCE) BE SPECIFIC – Describe fully and (if applicable) locate on diagram on reverse side of this sheet.  
Where appropriate, give street names and addresses, measurements and landmarks.

On northbound Cactus Ave north of Eucalyptus Ave

**3. HOW DID DAMAGE OR INJURY OCCUR?**

It was still dark outside. Rialto PD officer had a big rig pulled over to the right hand side with lights on. Moved into the center lane for the safety of the officer. At this point I was between the big rig and the center curbed median. At this time I struck something laying in the road. I learned that it was 6' angle iron by going to the PD and spoke with officer. Report submitted.

4. WERE POLICE AT THE SCENE? ☒ YES ☐ NO WERE PARAMEDICS AT THE SCENE? ☐ YES ☒ NO

5. WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? Give the name of the city/town employee causing the injury or damage, if known.

6. GIVE TOTAL AMOUNT OF CLAIM Include estimate of amount of any prospective injury or damage \$ 2440.95

HOW WAS THE ABOVE AMOUNT COMPUTED? Be specific, list doctor bills, repair estimates, etc. **Please attach 2 estimates.**

**DAMAGES INCURRED TO DATE:**

Item/Date: 09/26/2023

Amount: \$ 2440.95

Item/Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM:

\$ 2440.95

ESTIMATED PROSPECTIVE DAMAGES, AS FAR AS KNOWN:

Item/Date: 09/26/2023

Amount: \$ 2440.95

Item/Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

TOTAL ESTIMATED AMOUNT PROSPECTIVE DAMAGES:

\$ 2440.95

7. WITNESSES TO DAMAGE OR INJURY List all persons known to have information (attach additional pages, if necessary)

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

8. IF INJURED, PROVIDE NAME, CONTACT INFORMATION AND DATE/TIME DOCTOR(S) OR HOSPITAL(S) VISITED:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ ☐ AM ☐ PM

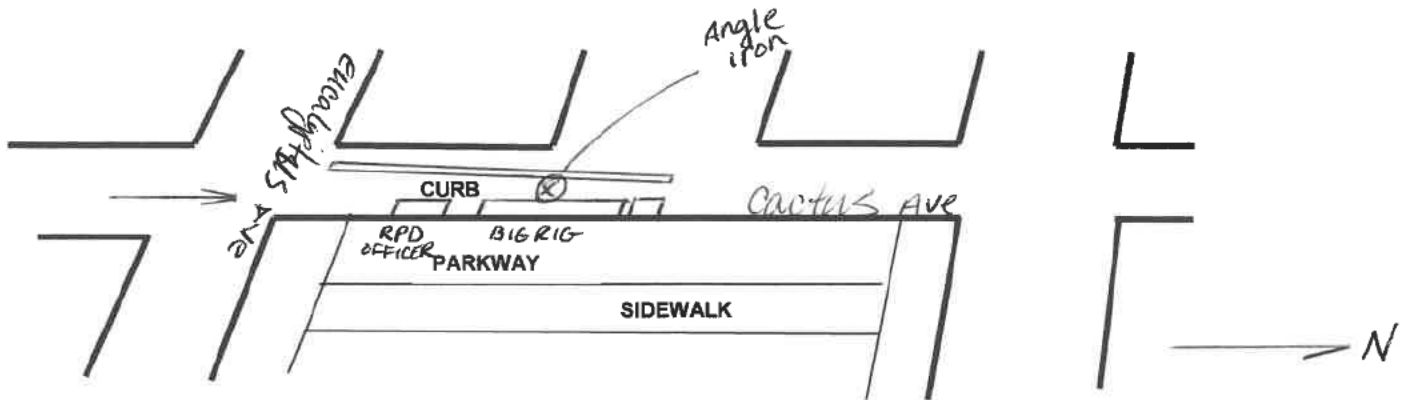
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ ☐ AM ☐ PM

9. PLEASE READ THE FOLLOWING CAREFULLY:

For all vehicle accident claims, place on the following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a city/town vehicle was involved, designate by letter "A" location of the City/Town vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Town vehicle; location of City/Town vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

⇒ NOTE: IF THE DIAGRAM BELOW DOES NOT FIT THE SITUATION, PLEASE ATTACH A PROPER DIAGRAM SIGNED BY THE CLAIMANT.



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF CLAIMANT OR AGENT

Edward Albert Montoya Jr

TYPE OR PRINT NAME

Self

RELATIONSHIP TO CLAIMANT

10/31/2023

DATE

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (CA PENAL CODE 72)  
RETURN CLAIM TO: RIALTO CITY CLERK'S OFFICE - 150 S. PALM AVE., RIALTO, CA 92376

(909)874-4470  
CALIBER COLLISION 0003  
421 W RIALTO AVE  
RIALTO, CA 92376

10/27/2023

14:43:28

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX5191
Network:	MAESTRO
Chip Card:	Debit
AID:	A0000000042203
SEQ #:	2
Batch #:	735
INVOICE	3021472
Approval Code:	001461
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified

SALE AMOUNT

\$500.00

RESTORING THE RHYTHM OF YOUR LIFE

CUSTOMER COPY

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# CALIBER COLLISION

## CALIBER - RIALTO

RESTORING THE RHYTHM OF YOUR LIFE  
421 West Rialto Avenue, RIALTO, CA 92376  
Phone: (909) 874-4470  
FAX: (909) 874-4561

Workfile ID: 6082a812  
Federal ID: 33-0730794  
State EPA: CAL000265317  
BAR: ARD299767

### Final Bill

**RO Number: 3021472**

Customer: MONTOYA, EDWARD	Insurance: UNITED SERVICES AUTOMOBILE	Adjuster: Kristen Patricca	Estimator: Frank Cordova
	Phone: (800) 531-8722	Business	Create Date: 9/26/2023
Visit us at USAA.com or Call	Claim: 0142965520000008	00001	
RIALTO, CA 92377	San Antonio, TX 78265	Loss Date: 9/26/2023	
	Deductible: 500.00		

2018 GMC Sierra 1500 Denali Crew Cab 143.5" WB 4WD 4D SHORT 8-6.2L Flex Fuel Direct Injection GRAY

VIN:	Interior Color:	BLACK	Mileage In:	45,113	Vehicle Out:	10/26/2023
License:	Exterior Color:	GRAY	Mileage Out:	45,150		
State: CA	Production Date:	8/2018	Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor \$	Type	Paint
1	E01		For Supplements Use Estimate Share Within CCC One						
2	E01		Have Questions or Non-CCC User?						
3	E01		Call 800:637.8511 - Press 2 for Repair Facility						
4	E01		Then Press 2 for Technical Support,						
5	E01		Then Press 4 for "All Other"						
6	E01	Sublet	DIAGNOSE OIL BURNING SMELL, NO LEAKS & NO BURNING OIL FOUND: NOTE: ALSO INSPECTED REAR SUSPENSION, FOUND NOTHING VISUALLY DAMAGED						
7	E01		<b>WHEELS</b>						
8	E01	Remove/Replace	LT/Rear Wheel, alloy	1	920.54T	OEM	6.30	Body	
			NOTE: USED WHEEL 6-7 BUSINESS DAYS OUT, MEMBER IN A RENTAL, ORDERING OEM TO EXPEDITE REPAIRS						
9	E01	Remove/Install	Spare R&I wheel				6.30	Body	
10	S01		<b>VEHICLE DIAGNOSTICS</b>						
11	S01	Sublet	Fuel Surcharge	1	5.00	Other			
12	E01		<b>TIRES</b>						
13	S01	Remove/Replace	BDGST P285/45R22 Dueler HL Alenza BW 110H	1	452.00T	Other			
14	S01	Sublet	Balance Tire and Wheel	1	20.00	Sublet			
15	S01	Sublet	Alignment, 4-wheel	1	90.00	Sublet			
16	E01	Repair	Pre-Repair diagnostic scan				31.50	Body	
17	E01	Sublet	Pre-Repair diagnostic scan	1	50.00	Other			

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

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# Final Bill

RO Number: 3021472

2018 GMC Sierra 1500 Denali Crew Cab 143.5" WB 4WD 4D SHORT 8-6.2L Flex Fuel Direct Injection GRAY

18	E01	Repair	Post-Repair diagnostic scan				31.50	Body
19	E01	Sublet	Post-Repair diagnostic scan	1	70.00	Other		
20	S01	Sublet	Electronic Stability Control Relearn	1	125.00	Sublet		
NOTE: CALIBRATE SAS SYSTEM								

Estimate Totals	Discount \$	Markup \$	Rate \$	Total \$
Parts		113.00		1,485.54
Sublet/Miscellaneous		82.50		537.50
Labor, Body			63.00	75.60
<b>Subtotal</b>				<b>2,098.64</b>
Bottomline Discount				(33.58)
Sales Tax				113.29
<b>Grand Total</b>				<b>2,178.35</b>
Deductible				(500.00)
<b>Net Total</b>				<b>1,678.35</b>

Estimate Version	Total \$
Original	1,940.95
Supplement S01	237.40

Insurance Total \$:	1,678.35
Received from Insurance \$:	0.00
Balance due from Insurance \$:	1,678.35
Customer Total \$:	500.00
Received from Customer \$:	0.00
Balance due from Customer \$:	500.00

## NOTES

- 10/24/2023 01:19 PM Per: Edward Montoya, Authorized repairs E01 lines: 1-17, In the amount of: \$1,940.95, At this Phone #: (909) 915-9535, Target Date is: 10/26/2023
- 10/27/2023 10:13 AM Called Edward Montoya, Phone #: (909) 915-9535, Authorized additional repairs lines 1-20 refer to document: S01 In the revised total amount of: \$2,178.35, Revised target completion date is: 10/27/2023

## 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, 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.

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

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**RO Number: 3021472**

2018 GMC Sierra 1500 Denali Crew Cab 143.5" WB 4WD 4D SHORT 8-6.2L Flex Fuel Direct Injection GRAY

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](http://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 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,

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2018 GMC Sierra 1500 Denali Crew Cab 143.5" WB 4WD 4D SHORT 8-6.2L Flex Fuel Direct Injection GRAY

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 through manual or digital signatures.

Customer Signature \_\_\_\_\_ Date 10/27/23

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature \_\_\_\_\_ Date 10/27/23

## POWER OF ATTORNEY

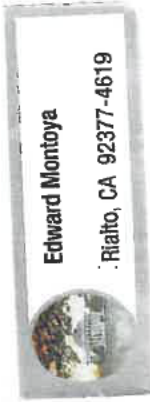
I Do Hereby Appoint Caliber Collision Centers As My Lawful Attorney In Fact To Accept On My Behalf Any And All Checks, Drafts, Or Bills Of Exchange, And To Endorse All Such Instruments, And Place Them In a Negotiable Position For Deposit To The Aforementioned Business' Account For Credit On My Account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

Initial \_\_\_\_\_

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RIALTO, CA 92376



Edward Montoya

Rialto, CA 92377-4619

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