

FILED
04-23-2026
Anna Maria Hodges
Clerk of Circuit Court
2026CV003814
Honorable Michael J.
Hanrahan-04
Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: MILWAUKEE COUNTY

INTEGON INDEMNITY COMPANY

5630 University Pkwy
Winston-Salem, NC 27105

CASE NO.
CODE NO. 30101

Plaintiff,

BRUCE KRUEGER
4263 N. 93rd Street
Milwaukee, WI 53222

Involuntary Plaintiff,

vs.

CITY OF WEST ALLIS
A municipal corporation
c/o City Clerk, Tracy Uttke
7525 W Greenfield Ave
West Allis, WI 53214

STEVEN G. VOGEL
12307 W. Washington St.
Milwaukee, WI 53214

ABC INSURANCE COMPANY
A fictitious insurance company

Defendants.

SUMMONS

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is 901 N 9th St, Milwaukee, Wisconsin 53233-1425, and to the Attorney for Plaintiff, Elizabeth B. Bartnik, whose address is Law Office of Elizabeth B. Bartnik, 222 Merchandise Mart Plaza, Suite 860, Chicago, Illinois 60654. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of April, 2026.



Electronically signed

Elizabeth B. Bartnik
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STATE OF WISCONSIN:

CIRCUIT COURT:

MILWAUKEE COUNTY

INTEGON INDEMNITY COMPANY
5630 University Pkwy
Winston-Salem, NC 27105

CASE NO.
CODE NO. 31010

Plaintiff,

BRUCE KRUEGER
4263 N. 93rd Street
Milwaukee, WI 53222

Involuntary Plaintiff,

vs.

CITY OF WEST ALLIS
A municipal corporation
c/o City Clerk, Tracy Uttke
7525 W Greenfield Ave
West Allis, WI 53214

STEVEN G. VOGEL
12307 W. Washington St.
Milwaukee, WI 53214

ABC INSURANCE COMPANY
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Defendants.

COMPLAINT

Now comes the plaintiff by its attorney, Elizabeth B. Bartnik, and as and for a complaint against the above-named defendants, alleges and shows to the Court as follows:

1. That the plaintiff, Integon Indemnity Company, is a foreign corporation, with its main offices located at 5630 University Parkway, Winston-Salem, NC 27105 and is generally engaged in the insurance business.

2. That the plaintiff, Integon Indemnity Company (hereinafter Integon), is a foreign corporation that is engaged in the insurance business in the State of Wisconsin.

3. That the Involuntary Plaintiff, Bruce Krueger, is an adult resident of the State of Wisconsin residing at 4263 N. 93rd Street, Milwaukee, WI 53222. Integon is not making any claims against Bruce Krueger; rather, Bruce Krueger is named as an involuntary plaintiff pursuant to Wis. Stat. § 803.03(2) because Integon's rights arise from subrogation and Bruce Krueger has out of pocket expenses, including but not limited to \$1000.00 for his deductible, related to the incident described in this complaint.

4. That the Defendant, City of West Allis, is a domestic corporate municipal body, organized and existing under the laws of Wisconsin, with its principal place of business located at 7525 West Greenfield Avenue, West Allis, Wisconsin; that legal process for the Defendant, City of West Allis, shall be served upon Tracy Uttke, Clerk, located at 7525 West Greenfield Avenue, West Allis, Wisconsin; that the Defendant, City of West Allis, is a named Defendant herein pursuant to the theory of Respondeat Superior, in that it is liable for the actions of its employees, agents, servants, representatives, and/or volunteers while in the course and scope of their employment; that on information and belief, at all times material hereto, the City of West Allis was the owner/lessor of the subject City of West Allis Street Sweeper involved in the collision herein, and is the employer/principal of the defendant, Steven G. Vogel.

5. Upon information and belief, the Defendant, ABC Insurance Company, may have been, at all times material hereto, the liability insurer of the Defendant, City of West Allis, is a

corporation authorized to do and doing business in the State of Wisconsin, and is engaged in the business of, including but not limited to, selling and writing liability insurance in the State of Wisconsin. On or prior to December 26, 2025, there was in full force and effect a policy of liability insurance issued by the Defendant, ABC Insurance Company, which, upon information and belief, was issued and/or delivered in Wisconsin to the Defendant, City of West Allis, indemnifying it against the type of liability hereinafter alleged; that pursuant to said contract of insurance, the Defendant, ABC Insurance Company, has an interest in the outcome of this action adverse to the Plaintiff, Integon Indemnity Company, and is a proper party pursuant to the provisions of Wis. Stat. § 803.04(2); and that the identity of said insurance company is unknown and, therefore, the Plaintiff, Integon Indemnity Company, is identifying said defendant by a fictitious name pursuant to the provisions of Wis. Stat. § 807.12.

6. That at the time of the collision that is the subject of this lawsuit, the defendant, Steven G. Vogel was an adult citizen and resident of the State of Wisconsin who at all material times herein was employed by the City of West Allis and whose address, upon information and belief is 12307 W. Washington Street, Milwaukee, Wisconsin 53214; that at all times material hereto, the defendant, Steven G. Vogel, was operating the subject City of West Allis Street Sweeper vehicle involved in the collision herein while in the scope of his employment/agency with the City of West Allis.

7. That on or about December 26, 2025, Bruce Krueger, Plaintiff, Integon's insured, was the operator of a 2021 Hyundai Elantra parked on West National Avenue east of 70th Street, in the City of West Allis, Wisconsin; and that at that same time and place, the Defendant, Steven G. Vogel, was the operator of a City of West Allis street sweeper when he negligently operated the City of West Allis street sweeper to collide with the 2021 Hyundai Elantra operated by the

Plaintiff Integon's insured, Bruce Krueger, thereby causing the Plaintiff's injuries and damages as hereafter described.

8. That the Defendant, City of West Allis, is a named Defendant herein pursuant to the theory of Respondeat Superior, in that it is liable for the acts of its employees, servants, agents, representatives, and/or volunteers, herein, the Defendant, Steven G. Vogel, while in the course and scope of their employment.

9. That the Defendant, Defendant, Steven G. Vogel, was negligent at the time of or immediately prior to the aforementioned motor vehicle accident.

10. That the foregoing acts of negligence on the part of the Defendant, Steven G. Vogel, while in the course and scope of his employment with the Defendant, City of West Allis, were the direct and proximate cause of the injuries and damages sustained by the Plaintiff, Integon and Involuntary Plaintiff, Bruce Krueger.

11. As a result of the aforementioned motor vehicle accident and as a result of the negligence of the defendant Steven G. Vogel, Bruce Krueger's 2021 Hyundai Elantra was damaged.

12. That all material times hereto, Integon issued policy of insurance to Bruce Krueger that insured the 2021 Hyundai Elantra.

13. That the Integon insurance policy included several coverage types, including but not limited to collision coverage.

14. Pursuant to the terms and conditions of the Integon policy, Integon paid Four Thousand Seven Hundred Forty Four and 44/100 (\$4,744.44) to or on behalf of Bruce Krueger for property damage to the 2021 Hyundai Elantra, Three Hundred Twenty Three and 00/100 (\$323.00) for towing expenses, and Four Hundred Twenty Nine and 34/100 (\$429.34) rental car

expenses and became fully subrogated to the rights of the insured in the total amount of Five Thousand Four Hundred Ninety Six and 78/100 (\$5,496.78), and became entitled to indemnity by virtue of payment.

15. That upon information and belief, the Involuntary Plaintiff, Bruce Krueger, may have sustained damages not covered under the policy of insurance issued by Integon Indemnity Company for his deductible to the extent of One Thousand and 00/100 (\$1,000.00).

16. That pursuant to Wis. Stat. §893.80, within 120 days of the occurrence of the incident herein, a notice of claim was duly served upon the Defendant, City of West Allis on January 14, 2026 and the claim was denied on February 16, 2026. The plaintiff specifically denies the applicability of Wis. Stat. § 893.80 to their claims against the defendants, and the service of the Notice of Claim and the Itemized Claim for Relief is not to be construed as a waiver of the plaintiff's right to argue the non-applicability of this statutory provision to their claims herein.

WHEREFORE, the Plaintiff, Integon, demands Judgment against the Defendants jointly and severally in the following forms: for compensatory damages as the Court may deem just and equitable, together with costs and disbursements of this action, reasonable attorney's fees associated with this action, for all interest due and owing pursuant to Wis. Stat. § 628.46 and any further relief the Court may deem just and equitable.

Plaintiff alleges that the damages sought are more than the minimum amount necessary to invoke the jurisdiction of this Court.

Dated this 23rd day of April, 2026.



Electronically signed

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Company
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