



City of West Allis

Meeting Agenda

Administration and Finance Committee

Aldersperson Kevin Haass, Chair
Aldersperson Danna Kuehn, Vice-Chair
Alderspersons: Thomas G. Lajsic, Angelito Tenorio, and Martin J. Weigel

Tuesday, April 20, 2021

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. MATTERS FOR DISCUSSION/ACTION

For agenda items 1 & 2, the Committee may convene in closed session pursuant to the provisions of Section 19.85(1)(g) of the State Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. This Committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

1. [2021-0282](#) Discussion regarding opioid litigation approved in Resolution R-2019-0383

Sponsors: Administration and Finance Committee

2. [2020-0388](#) Claim by Armando J. Chevere Ortega and Joanna I. Vazquez Martinez regarding damage to vehicle at W. O'Connor St. and N. 84 St. on May 17, 2020

Recommendation: City Attorney recommended to be Placed on File

D. ADJOURNMENT



All meetings of the Administration and Finance Committee are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



NAPOLI
SHKOLNIK PLLC
ATTORNEYS AT LAW

Joseph L. Ciaccio
Senior Associate
J.Ciaccio@NapoliLaw.com

RECEIVED

JUN 04 2019

May 24, 2019

CITY OF WEST ALLIS
MAYOR

Mayor Dan Devine
Mayor's Office- City of West Allis
7525 W. Greenfield Ave.
Room 123
West Allis, WI 53214

Re: City of West Allis Opioid Litigation

Dear Mayor Devine, Members of the Common Council Chair, and City Attorney Decker:

We would like to thank you again for the opportunity to appear telephonically with Attorney Tabak on Tuesday night to present our desire to represent West Allis in the litigation against opioid manufacturers and distributors. I would also like to clarify and provide you with some further information regarding some of the issues that were discussed.

About our Firm

Napoli Shkolnik, PLLC is a law firm with offices in eleven states across the Country. Our firm specializes in several areas of law, including mass tort pharmaceutical litigation. We have been appointed as leadership in litigations across the Country. We currently represent around 250 counties and cities in litigation against opioid manufactures and distributors. We are members of the leadership committee of the opioid multi-district litigation (MDL) located in the Northern District of Ohio. An MDL is a federal procedure designed to handle complex cases when it is found that numerous civil actions involve one of more common questions of fact in different districts. We are also the lead attorneys of the New York state court coordinated opioid litigation as well as the West Virginia state court coordinated litigation. Our office is counsel for Cuyahoga County, Ohio which will be the first MDL trial. This trial will be held in October with no adjournments possible, per Judge Polster. Through this litigation, we along with the other leadership firms have retained dozens of experts who have been working on this case for over a year. We have conducted hundreds of depositions and exchanged and received over one hundred million pages of documents.

Analysis of Pending Litigation

As we discussed, the MDL litigation has been moving forward at an incredibly fast speed considering the extent of this litigation. We are in the middle of conducting depositions



NAPOLI SHKOLNIK PLLC

ATTORNEYS AT LAW

of the defense experts and preparing for trial in October. While we are hopeful that settlement discussions will be fruitful, we fully expect to try this case in the fall. In New York and West Virginia state court, we have successfully defeated the defendants' attempts to dismiss the case and are in the middle of document discovery and depositions.

We believe West Allis would have a significant claim in this litigation. We would be happy to discuss further the claims of West Allis privately, if we are chosen to be retained.

Our Strategy Moving Forward

One of the main questions we heard you raise on Tuesday night was the decision between state and federal Court (the federal MDL). Ultimately, the decision would be completely up to the city as to where to file. As we have discussed, we are proceeding with cases both in the federal MDL as well as in state courts throughout the country, including New York, West Virginia, and Tennessee.

Currently, the overwhelming majority of cases filed in state court are removed to federal court and sent to the federal MDL, despite attempts to remand. Judge Polster, who is overseeing the MDL, is currently not considering any motions to remand cases back to state court. Obviously many clients like the idea of having their cases handled by local judges. However, there are several factors to consider. We have been through and continue to go through the discovery war with these defendants. In Cuyahoga County, our client was forced to exchange approximately 20 million pages of documents and approximately 50 County employees and former employees sat for full day depositions. It was a significant burden on our client, a County of over one million people. Any client which chooses to proceed in state court should be prepared to undergo the discovery process.

We have also already seen the risks associated with filing in state court. While every one of our clients who have filed in state court have successfully defeated motions to dismiss, this is not true for all cases handled by others. A case filed by many cities and towns in Connecticut was dismissed by a state court judge. Most recently, the state of North Dakota's case against Purdue Pharmaceuticals was dismissed by a state court judge. A client that chooses to pursue litigation alone in state court runs the risk of an adverse decision. We have also recently seen the potential benefit of state court with the large settlement reached by the State of Oklahoma.

Our office would be happy to discuss the risks and benefits of state court further privately and provide our recommendations. It would be up to the city to determine whether the benefits of state court outweighed the risks and benefits.



**NAPOLI
SHKOLNIK PLLC**
ATTORNEYS AT LAW

No Cost to West Allis

We have included a copy of the draft special counsel agreement we would ask West Allis to sign should you decide to retain us. As you will see, there is no cost directly to West Allis, win or lose. Our office would cover all of the costs associated with the case and therefore all of the risk. Our agreement provides that we would receive a contingency fee of 25%, only if the case is successful and West Allis receives a recovery.

Local Counsel Assistance

Attorney Fred Tabak will be local counsel in the representation of West Allis, and will assist with all aspects of the case, including depositions, interrogatories, and keeping West Allis “in the loop.” Fred Tabak has over 50 years experience as a trial lawyer and has tried over 200 jury trials.

Attached is a copy of a proposed contract for representation for your review. For your reference, our firm website is www.napolilaw.com. Shayna, Sal and I are available to discuss any further questions or concerns you may have. We can be reached at 212-397-1000 or by e-mail (JCiaccio@napolilaw.com, SSacks@napolilaw.com, SBadala@napolilaw.com). You should also feel free to call Fred Tabak at his office (414-375-1741) or his cell (414-331-6599).

Thank you again for the opportunity to potentially represent West Allis in this important litigation.

Very truly yours,

Joseph L. Ciaccio
Napoli Shkolnik, PLLC

Encl.
cc: Fred Tabak



**NAPOLI
SHKOLNIK** PLLC
ATTORNEYS AT LAW

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT**

SPECIAL COUNSEL AGREEMENT

Mail or Fax to:

**NAPOLI SHKOLNIK PLLC
360 Lexington Avenue – 11th Floor
New York, NY 10017
Telephone: (212) 397-1000
Fax: (646) 843-7603**

**TABAK LAW, LLC
6045 N. Green Bay Avenue
Milwaukee, WI 53209
Telephone: (414) 269-3244
Fax:**

WHEREAS, the undersigned, City of West Allis, Wisconsin (“Client”) agrees to retain the law offices of Napoli Shkolnik PLLC and Tabak Law LLC (together, “Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claim against manufactures, distributors, and pharmacies of opioids arising out of the manufacturers’ and distributors’ fraudulent and negligent marketing, distribution, and dispensing of opioids. The Parties specifically agree as follows:

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm 25% (twenty-five percent) of all gross amounts recovered. Further, if the action is certified as a class action, the law firm shall request an award of common benefit fees and compensation to be award within the discretion of the court irrespective of the state’s retainer amount. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. All expenses and costs will be deducted prior to the contingent fee calculation. Any liens and subrogation are to be deducted after the contingent fee is calculated.

2. **DISBURSEMENTS:** The Law Firm shall be reimbursed all reasonable expenses associated with the legal services being rendered including, but not limited to, legal research, long distance telephone calls, fax, postage, copying, travel, litigation, and expert expenses. Costs shall also include, but not be limited to, any “MDL Assessment” imposed by any Multi-District Litigation (“MDL”) Court or withheld from any settlement or favorable judgment by any defendant. In addition to the above listed individual costs, there will be common benefit costs. Common benefit costs are costs expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one



case, and this deposition can be used for and/or benefits the claims of many other clients, these costs will be classified as common benefit costs. By using this common benefit cost system, no one client has to solely bear the costs which actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equally by all. Client grants a special privilege to the Law Firm for their professional fees, expenses, costs, interest, and loans, on all monies and properties recovered or obtained for Client. Client's repayment of costs and expenses is contingent on the outcome from any funds received on the claim in question.

3. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

4. **TAX ADVICE:** The Client understands that the Law Firm will not provide any advice regarding the tax consequences of accepting money from a settlement or award. CLIENT SHOULD CONTACT A TAX PROFESSIONAL REGARDING ANY TAX CONCERNS REGARDING ANY SETTLEMENT PRIOR TO THE SETTLEMENT.

5. **TERMINATION:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the Client, subject to applicable ethical rules, if any. Should the Client terminate the Law Firm, the Law Firm shall continue to be entitled to its legal fees on any and all sums recovered as a result of the claims.

6. **COUNTERCLAIMS:** The above contingency fee does not contemplate the Law Firm's representation of Client against any claims made by a person against the Clients. The Law Firm is under no duty to defend or prosecute any such claim or counterclaim until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

7. **STATUTE OF LIMITATIONS:** Client understands that the Statute of Limitations period for the case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case. Client understands that statutes of limitation may have run on the case and agrees to hold the Law Firm harmless in the event the applicable statutes of limitation have run for any reason.

8. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement. Client further understands that Client must immediately report any changes in Client's address or telephone number to the Law Firm.



9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is also authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. To be clear, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The decision regarding settlement shall always be held and remain with the Client.

10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other attorneys in the representation of the Client. Client understands that the Law Firm is a Professional Limited Liability Company with a number of attorneys. Several of those attorneys may work on Client's case.

11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

12. **CLASS ACTION:** Client understands that Attorneys may pursue a class action on behalf of Client and all others similarly situated and client specifically authorizes attorneys to do so. Client understands that Client may serve as a class representative and may be called upon to act in a representative capacity for those who are similarly situated. Client knows of no conflict that would cause Client to be inadequate representative and agrees to vigorously defend the interests of the class if called upon to do so.

13. **WISCONSIN STATE LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Wisconsin and the rights, duties and obligations of Client and of the Law Firm's representation of Client and the laws of the State of Wisconsin shall govern regarding anything covered by this Agreement.

14. **ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (i) this Agreement; (ii) any provision of this Agreement; (iii) the provision of services by the Law Firm to Client; and (iv) the relationship between the Parties, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Client shall not file a class action against at the Law Firm or seek to assert any claims or demands against the Law Firm by or through a class action, either as the named plaintiff or as a member of the class, but rather shall submit his/her claims or demands to



binding arbitration. Any such arbitration proceeding shall be conducted in Connecticut. This arbitration provision shall be enforceable in either federal or state court in Connecticut, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and any Court in Connecticut having jurisdiction may enter that judgment.

15. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and there respective heirs, executors, administrators, legal representative, successors and assigns.

16. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, herein illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

17. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2019

| THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT | |
|--|-----------------------------|
| Print Client's Name: City of West Allis, Wisconsin | Napoli Shkolnik PLLC |
| Signature: | By: |
| Address: | Tabak Law, LLC |
| | By: |



City of West Allis

Resolution: R-2019-0383

File Number: R-2019-0383

Final Action: 6/4/2019

Sponsor(s): Administration & Finance Committee

Resolution relative to retaining Phipps Deacon Purnell PLLC as outside counsel for opioid manufacturer litigation.

WHEREAS, the City of West Allis has an interest in abating the opioid epidemic and continues to expend significant resources combating opiate use, addiction, overdose, and corresponding ancillary community health, safety, and welfare issues caused by opiates and opiate manufacturers within the community; and

WHEREAS, the Common Council has determined that pursuing a lawsuit against opiate manufacturers would be in the interest of protecting the health, safety, and welfare of the community; and

WHEREAS, the City of West Allis has been approached by law firms, including Phipps Deacon Purnell PLLC and Tabak Law LLC acting as local counsel for Napoli and Shkolnik PLLC, related to initiating or joining a lawsuit targeted at opiate manufacturers; and

WHEREAS, the Common Council and City Attorney's Office have determined that it would be the best course of action to retain outside legal counsel that specializes in litigation against large entities such as opiate manufacturers, and has the appropriate resources to engage in such litigation against opiate manufacturers without draining expenses or resources from City Departments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council for the City of West Allis that the City Attorney be and is hereby authorized and directed to enter into a retention agreement with outside legal counsel for the purposes of handling litigation matters and/or lawsuit(s) between the City of West Allis and opiate manufacturers.

ADM/ORDRES/2019/AFR2019.31

ADOPTED AS AMENDED 6/4/2019

APPROVED AS AMENDED 6/5/19



Steven A. Braatz, Jr., City Clerk



Dan Devine, Mayor



NATASHA MISRA LAW LLC

759 NORTH MILWAUKEE STREET, SUITE 208, MILWAUKEE, WI 53202 | P: 414-210-3834 | F: 414-210-3517
INFO@NATASHAMISRALAW.COM | NATASHAMISRA.COM

May 26, 2020

VIA CERTIFIED MAIL & FAX: 1-414-302-8027, p. 1 of 11

City Clerk's Office – City of West Allis
7525 W. Greenfield Avenue
Room 108 to 110
West Allis, WI 53214

Re: Our Clients: Armando J. Chevere Ortega and Joanna I. Vazquez Martinez
Your Insured: Owner of Vehicle: City of West Allis Fire Department
Driver of Vehicle: Timothy A. Bollom
Type of Accident: Automobile
Date of Loss: 5/17/2020

Dear City Clerk:

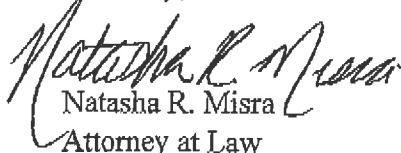
Please be advised that Natasha Misra Law, LLC has been retained by the above named clients to represent a claim for property damage and injuries sustained on the above date when our clients were involved in an automobile incident with your insured. Attached is a courtesy copy of the accident report relating to this matter. Please be further notified of our attorney's lien in reference to this case pursuant to the statutes of the State of Wisconsin.

We are hereby revoking any authorizations signed by our clients and are requesting copies of any written or recorded statements that our clients may have given.

As a result of this accident, our clients sustained property damage to their vehicle along with personal injuries which necessitated medical care and attention. Upon receipt of your acknowledgement of this letter, we will forward the appropriate medicals and specials after they have been reviewed by our office.

Thank you in advance for your anticipated cooperation.

Sincerely,


Natasha R. Misra
Attorney at Law

cc: City Attorney's Office – City of West Allis: Via Fax Only: 414-302-8444

M5L0DBC3BL
201382224

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

M5L0DBC3BL

| | | | | | |
|--|---|--|------------------------------------|--|--|
| Document Number Override | | Primary Crash Document # | Agency Crash Number | Investigating Officer/Deputy A. GOLLUP | |
| Crash Date 06/17/2020 | | Crash Time 09:49 PM | Date Arrived 05/17/2020 | Time Arrived 10:01 PM | |
| Date Notified 05/17/2020 | | Time Notified 09:52 PM | Total Units 02 | Total Injured 04 | Total Killed 00 |
| <input type="checkbox"/> On Emergency | <input type="checkbox"/> Hit and Run | <input checked="" type="checkbox"/> Lane Closure | <input type="checkbox"/> Work Zone | <input type="checkbox"/> Trailer or Towed | <input type="checkbox"/> Reporting Threshold |
| <input type="checkbox"/> Government Property | <input type="checkbox"/> Active School Zone | School Bus Related NO | | Tags SUPERVISOR APPROVED | |
| <input checked="" type="checkbox"/> Reportable | | Crash Type DT4000 (STANDARD CRASH) | | <input type="checkbox"/> Amended | <input type="checkbox"/> Secondary Crash |

Description

| | |
|----------------|---|
| <p>Diagram</p> | <p>Reconstruction By</p> <hr/> <p>Photos By P.O. NORWOOD</p> <hr/> <p>Additional Information PHOTOS</p> |
|----------------|---|

I, a sworn law enforcement officer, agree that I have not added any C.JIS data in this report.

UNIT 1 (NON-EMERGENCY TRANSPORT AMBULANCE) WAS NORTHBOUND ON N 84TH ST APPROACHING W O'CONNOR ST. UNIT 2 WAS STOPPED AT THE RED LIGHT FACING WESTBOUND ON W O'CONNOR ST AT N 84TH ST. AS THE WESTBOUND TRAFFIC SIGNAL TURNED GREEN, UNIT 2 ACCELERATING INTO THE INTERSECTION WITH S 84TH ST. UNIT 1 STRUCK UNIT 2. DRIVER OF UNIT 1 STATED HE DID NOT SEE THE RED LIGHT UNTIL IT WAS TOO LATE TO SAFELY STOP. DRIVER OF UNIT 2 STATED HE HAD THE GREEN LIGHT AND PROCEEDED INTO THE INTERSECTION AFTER WAITING FOUR SECONDS. HE SAW UNIT 1 BUT THOUGHT IT WOULD STOP BECAUSE UNIT 1 HAD A RED LIGHT AND DID NOT HAVE ITS EMERGENCY LIGHTS OR SIREN ACTIVATED. REAR PASSENGER OF UNIT 1 (SEATED IN CAPTAIN'S CHAIR) COMPLAINED OF A HEADACHE BUT DECLINED MEDICAL TRANSPORT. REAR PASSENGER OF UNIT 1 (SIDE BENCH SEAT) COMPLAINED OF RIGHT ELBOW PAIN BUT DECLINED MEDICAL TRANSPORT. REAR PASSENGER OF UNIT 1 (PATIENT SECURED IN MULTI-POINT HARNESS TO STRETCHER) COMPLAINED OF ONGOING CHEST PAIN FROM BEFORE THE CRASH AND HAD NO NEW COMPLAINT AS A RESULT OF THE CRASH. HE WAS CONVEYED TO FROEDTERT HOSPITAL BY MFD MED 6 FOR HIS PRE-EXISTING CHEST PAIN. DRIVER OF UNIT 2 WAS CONVEYED TO FROEDTERT HOSPITAL BY MFD MED 14 FOR HEAD, NECK, AND RIGHT LEG PAIN. HE WAS TREATED BY DR COLELLA AT 10:22PM IN ROOM 23. PASSENGER OF UNIT 2 WAS CONVEYED TO FROEDTERT HOSPITAL BY MFD MED 15 FOR HEAD AND BACK PAIN. SHE WAS TREATED BY DR TIMPE AT 10:19PM IN ROOM 38. NO CAMERAS, NO WITNESSES. AS I DROVE NORTHBOUND IN MY SQUAD CAR (FORD CROWN VICTORIA) ON THE 400 BLOCK OF S 84TH ST, I OBSERVED THE FREEWAY

M5L0DBC3BL
201382224

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

OVERPASS TO OBSTRUCT MY VIEW OF THE TRAFFIC SIGNAL UNTIL APPROXIMATELY 150 FEET BEFORE THE INTERSECTION. BASED ON MY PREVIOUS EXPERIENCE DRIVING AN AMBULANCE, IT APPEARED TO ME THAT IN AN ELEVATED POSITION CONSISTENT WITH DRIVING AN AMBULANCE, THE VIEW OF THE TRAFFIC SIGNAL WOULD HAVE BEEN OBSTRUCTED UNTIL MUCH CLOSER TO THE INTERSECTION.

Location

| | | |
|--|--------------|---------------|
| ON STH181 NB 210 FT N OF IHEAS WB IN THE CITY OF MILWAUKEE IN MILWAUKEE COUNTY | Latitude | Longitude |
| | 43.028224499 | -88.017178955 |
| | X Coordinate | Y Coordinate |
| | 417129.25 | 4764451 |
| Structure Type | | NO STRUCTURE |

Crash Scene

| | | | | |
|---------------------------------|------------------------|-------------------------------------|--------------------------------------|----------|
| First Harmful Event | MOTOR VEH IN TRANSPORT | First Harmful Event Location | ON ROADWAY | |
| Manner of Collision | 01 - ANGLE | Light Condition | DARK/LIGHTED | |
| Road Surface Condition(s) | WET | Roadway Factor(s) | VISABILITY OBSCURED | |
| Environment Factor(s) | NONE | | | |
| Weather Condition(s) | CLOUDY, RAIN | | | |
| Animal Type | | Relation To Trafficway | TRAFFICWAY - ON ROAD | |
| Crash Classification - Location | PUBLIC PROPERTY | Crash Classification - Jurisdiction | NO SPECIAL JURISDICTION | |
| Tribal Land | | Access Control | NO CONTROL | |
| | | Special Study | | |
| Within Interchange Area | YES | Junction Location | INTERSECTION | |
| | | Intersection Type | FOUR-WAY INTERSECTION | |
| Closure Type | LANE CLOSURE | Reasons for Closure | LAW ENFORCEMENT, TOW TRUCK, FIRE/EMS | |
| Date Initial Lane/Rd Closed | 05/17/2020 | Time Initial Lane/Rd Closed | | 09:50 PM |
| Date All Lanes Open | 05/17/2020 | Time All Lanes Open | | 11:10 PM |
| | | Date Scene Cleared | 05/17/2020 | |
| | | Time Scene Cleared | 11:10 PM | |

Unit Summary

| | | | | | | |
|---------|------------------------------------|---------------------------------|-------------------------------------|--------------------------|-----------------------------|--------------------------|
| UNIT 01 | Unit Status | IN TRANSIT | Vehicle Operating As Classification | D CLASS | Unit Type | TRUCK |
| | Vehicle Type | UTILITY TRUCK/PICKUP TRUCK | Operating As Endorsements | | | |
| | Total Occs | 4 | Train/Bus # Recorded | | Total # Citations Issued | 0 |
| | Insurance? | YES | Direction Of Travel | NORTHBOUND | Total Trailers | 0 |
| | | | Pre Crash Tire Mark | <input type="checkbox"/> | Total HazMat Types | 0 |
| | Most Harmful Event: Collision With | MOTOR VEH IN TRANSPORT | Special Function | AMBULANCE | Speed Limit | 30 |
| | Traffic Way | DIVIDED HWY W/O TRAFFIC BARRIER | Traffic Control | TRAFFIC SIGNAL | Total Lanes | 3 |
| | Surface Type | CONCRETE | Traffic Control Inoperative/Missing | NO | Emergency Motor Vehicle Use | NON-EMERGENCY, TRANSPORT |
| | Truck Bus or HazMat | NO | Road Curvature | STRAIGHT | Traffic Control | NO |
| | | | Road Grade | LEVEL | | |

Vehicle

| | | | | | | | |
|--------------|--|------------|-----------------|----|----|---------------------|---------------|
| Plate Number | | Plate Type | MUN - MUNICIPAL | St | WI | Country of Issuance | UNITED STATES |
|--------------|--|------------|-----------------|----|----|---------------------|---------------|

M5L0DBC3BL
201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | | | | |
|---------------------------|------------------|--|---|--------------------|-------|
| UNIT 01 | VEHICLE 01 | Vehicle Identification Number | Make | Year | Model |
| | | Color | Body Style | Bus Use | |
| UNIT 01 | VEHICLE 01 | Initial Contact Point | Vehicle Damage | | |
| | | Extent Of Damage | 01 - RIGHT FRONT CORNER, 07 - LEFT REAR CORNER, 08 - LEFT SIDE REAR, 11 - LEFT FRONT CORNER | | |
| UNIT 01 | VEHICLE 01 | Towed Due To Damage | Vehicle Removed By | | |
| | | What Driver Was Doing | Vehicle Factors | | |
| UNIT 01 | VEHICLE 01 | Driver Prior Action Other | NOT APPLICABLE | | |
| | | Driver Actions | DISREGARDED RED LIGHT | | |
| UNIT 01 | VEHICLE 01 | Owner Name | Owner Address | | |
| | | CITY OF WEST ALLIS FIRE DEPT (414) 302-8900 | 7332 W NATIONAL AVE WEST ALLIS, WI 53214 , US | | |
| Sequence Of Events | | | | | |
| UNIT 01 | VEHICLE 01 | Event | MOTOR VEH IN TRANSPORT | | |
| | | Event | | | |
| | | Event | | | |
| | | Event | | | |
| Policy Holder | | | | | |
| UNIT 01 | INDIVIDUAL 01 | Insurance Company | Government | | |
| | | SELF-INSURED | CITY OF WEST ALLIS FIRE DEPT | | |
| UNIT 01 | INDIVIDUAL 01 | Driver | Citations Issued | Sex | |
| | | TIMOTHY A BOLLOM (414) 302-8900 | 0 | MALE | |
| UNIT 01 | INDIVIDUAL 01 | Date of Birth | Race | | |
| | | | WHITE | | |
| UNIT 01 | INDIVIDUAL 01 | Address | Driver License Number | | |
| | | 7332 W NATIONAL AVE WEST ALLIS, WI 53214 , US | STATE: WISCONSIN COUNTRY: UNITED STATES | | |
| Safety Equipment | | On Duty Crash | Safety Equipment | | |
| UNIT 01 | INDIVIDUAL 01 | Row | SHOULDER & LAP BELT | | |
| | | 01 - FRONT ROW | Seat Position | 07 - LEFT | |
| | | Helmet Use | Helmet Compliance | | |
| | | Eye Protection | Tint Compliance | | |
| UNIT 01 | INDIVIDUAL 01 | Injury | Injury Severity | Airbag | |
| | | NO APPARENT INJURY | NO APPARENT INJURY | NON DEPLOYED | |
| | | Ejected | Ejection Path | Trapped/Extricated | |
| | | NOT EJECTED | NOT EJECTED/NOT APPLICABLE | NOT TRAPPED | |

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201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | | | |
|--|---|---|---|--|
| UNIT INDIVIDUAL | Medical Transport NOT TRANSPORTED | | EMS Agency Identifier | EMS Run # |
| | Hospital | | Date of Death | Time of Death |
| | Distracted By Distracted By Source NOT APPLICABLE (NOT DISTRACTED) | | | |
| | Distracted By Action NOT DISTRACTED | | | |
| | Non-Motorist | | Striking Unit # | Location |
| | Prior Action | | | |
| | Action | | | |
| | Action Other | | | To/From School |
| | Drug & Alcohol | | Suspected Alcohol Use NO | Suspected Drug Use NO |
| | Alcohol Test Given TEST NOT GIVEN | | Alcohol Test Type | Alcohol Test Results |
| Drug Test Given TEST NOT GIVEN | | Drug Test Type | Drug Test Results | |
| Drug Type | | | | |
| Individual Condition APPEARED NORMAL | | | | |
| UNIT INDIVIDUAL | Individual | | | |
| | Passenger LOGAN J BALLERING (414) 302-8800 | | Citations Issued 0 | Sex MALE |
| | Address 7332 W NATIONAL AVE WEST ALLIS, WI 53214 , US | | Date of Birth [REDACTED] | Race HISPANIC |
| | | | Driver License Number [REDACTED] | STATE: WISCONSIN COUNTRY: UNITED STATES |
| | | | | |
| UNIT INDIVIDUAL | Safety Equipment | | On Duty Crash | |
| | Row 06 -UNKNOWN ROW | Seat Position 07 - LEFT | Safety Equipment SHOULDER & LAP BELT | |
| | Helmet Use | | Helmet Compliance | |
| | Eye Protection | | Tint Compliance | |
| | Injury | | Injury Severity POSSIBLE INJURY | Airbag NOT APPLICABLE |
| Ejected NOT EJECTED | | Ejection Path NOT EJECTED/NOT APPLICABLE | | Trapped/Ext/icated NOT TRAPPED |
| Medical Transport NOT TRANSPORTED | | EMS Agency Identifier | EMS Run # | |

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201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | | | | | |
|--------------------|---|-----------------|---|--|-----------------------------------|----------------|
| UNIT INDIVIDUAL | Hospital | | Date of Death | | Time of Death | |
| | Distracted By | | Distracted By Source | | | |
| | Distracted By Action | | | | | |
| | Non Motorist | | Striking Unit # | | Location | |
| | Prior Action | | | | | |
| | Action | | | | | |
| | Action Other | | | | | To/From School |
| | Drug & Alcohol | | Suspected Alcohol Use NO | | Suspected Drug Use NO | |
| | Alcohol Test Given TEST NOT GIVEN | | Alcohol Test Type | | Alcohol Test Results | |
| | Drug Test Given TEST NOT GIVEN | | Drug Test Type | | Drug Test Results | |
| UNIT INDIVIDUAL | Drug Type | | | | | |
| | Individual Condition APPEARED NORMAL | | | | | |
| | Individual: | | | | | |
| | Passenger CHRISTOPHER R THODE (414) 302-8900 | | Citations Issued 0 | | Sex MALE | |
| | Address 7332 W NATIONAL AVE WEST ALLIS, WI 53214 , US | | Date of Birth [REDACTED] | | Race WHITE | |
| | | | Driver License Number [REDACTED] | | | |
| | | | STATE: WISCONSIN COUNTRY: UNITED STATES | | | |
| | Safety Equipment | | On Duty Crash | | Safety Equipment | |
| | Row 06 - UNKNOWN ROW | | Seat Position 09 - RIGHT | | SHOULDER & LAP BELT | |
| | Helmet Use | | Helmet Compliance | | | |
| Eye Protection | | Tint Compliance | | | | |
| UNIT INDIVIDUAL | Injury | | Injury Severity POSSIBLE INJURY | | Airbag NOT APPLICABLE | |
| | Ejected NOT EJECTED | | Ejection Path NOT EJECTED/NOT APPLICABLE | | Trapped/Extricated NOT TRAPPED | |
| | Medical Transport NOT TRANSPORTED | | EMS Agency Identifier | | EMS Run # | |
| | Hospital | | Date of Death | | Time of Death | |

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201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | |
|---|---|--------------------------|
| UNIT | Distracted By Distracted By Source | |
| | Distracted By Action | |
| | Non-Motorist | Striking Unit # Location |
| | Prior Action | |
| | Action | |
| | Action Other | |
| | Suspected Alcohol Use | |
| | Suspected Drug Use | |
| | Alcohol Test Given | |
| | Drug Test Given | |
| INDIVIDUAL | Alcohol Test Results | |
| | Drug Test Results | |
| | Drug Type | |
| | Individual Condition | |
| | APPEARED NORMAL | |
| | Individual | |
| | Passenger | |
| | Citations Issued | |
| | Sex | |
| | Date of Birth | |
| Race | | |
| Address | | |
| STATE: WISCONSIN COUNTRY: UNITED STATES | | |
| UNIT | Safety Equipment | |
| | On Duty Crash | |
| | Safety Equipment | |
| | Row | Seat Position |
| | OTHER | |
| | Helmet Use | |
| | Helmet Compliance | |
| | Eye Protection | |
| | Tint Compliance | |
| | INDIVIDUAL | Injury |
| Injury Severity | | |
| Airbag | | |
| NO APPARENT INJURY | | |
| UNKNOWN | | |
| Ejected | | |
| Ejection Path | | |
| Trapped/Extricated | | |
| NOT EJECTED | | |
| NOT EJECTED/NOT APPLICABLE | | |
| NOT TRAPPED | | |
| Medical Transport | | |
| EMS Agency Identifier | | |
| EMS Run # | | |
| EMS GROUND | | |
| 6001161 | | |
| MED 6 | | |
| Hospital | | |
| Date of Death | | |
| Time of Death | | |
| FROEDTERT MEM LUTHERAN HOSP | | |
| Distracted By Distracted By Source | | |

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201382224

**WISCONSIN MOTOR VEHICLE
CRASH REPORT**

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | | |
|---|---------------------------|----------------------|-----------------------|
| UNIT INDIVIDUAL 01 004 | Distracted By Action | | |
| | Non Motorist | | Striking Unit # |
| | Location | | |
| | Prior Action | | |
| | Action | | |
| | Action Other | | To/From School |
| | Drug & Alcohol | | Suspected Alcohol Use |
| | NO | | Suspected Drug Use |
| | NO | | NO |
| | Alcohol Test Given | | Alcohol Test Type |
| TEST NOT GIVEN | | Alcohol Test Results | |
| Drug Test Given | | Drug Test Type | |
| TEST NOT GIVEN | | Drug Test Results | |
| Drug Type | | | |
| Individual Condition | | | |
| APPEARED NORMAL | | | |

Unit Summary

| | | | | | | |
|---------------------|------------------------------------|----------------------|--|-------------------------------------|-----------------------------|--|
| UNIT 02 | Unit Status | | Vehicle Operating As Classification | | Unit Type | |
| | IN TRANSIT | | D CLASS | | TRUCK | |
| | Vehicle Type | | | | Operating As Endorsements | |
| | UTILITY TRUCK/PICKUP TRUCK | | | | | |
| | Total Occs | Train/Bus # Recorded | Total # Citations Issued | Total Trailers | Total HazMat Types | |
| | 2 | | 0 | 0 | 0 | |
| | Insurance? | Direction Of Travel | <input type="checkbox"/> Pre Crash Tire Mark | Speed Limit | Total Lanes | |
| | NO | WESTBOUND | | N/A | 3 | |
| | Most Harmful Event: Collision With | | Special Function | | Emergency Motor Vehicle Use | |
| | MOTOR VEH IN TRANSPORT | | NO SPECIAL FUNCTION | | NOT APPLICABLE | |
| Traffic Way | | Traffic Control | | Traffic Control Inoperative/Missing | | |
| ONE-WAY TRAFFIC | | TRAFFIC SIGNAL | | NO | | |
| Surface Type | | Road Curvature | | Road Grade | | |
| CONCRETE | | STRAIGHT | | LEVEL | | |
| Truck Bus or HazMat | | | | | | |
| NO | | | | | | |

Vehicle

| | | | | | |
|-----------------------|-------------------------------|--|-------------------|---------|---------------------|
| UNIT VEHICLE 02 | License Plate Number | | Plate Type | St | Country of Issuance |
| | [REDACTED] | | LTK - LIGHT TRUCK | WI | UNITED STATES |
| | Vehicle Identification Number | | Make | Year | Model |
| | [REDACTED] | | TOYOTA | 2017 | TACOMA |
| | Color | | Body Style | Bus Use | |
| | BLU - BLUE | | PK - PICKUP | | |
| Initial Contact Point | | Vehicle Damage | | | |
| 10 - LEFT SIDE FRONT | | 08 - LEFT SIDE REAR, 09 - LEFT SIDE MIDDLE, 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT | | | |
| Extent Of Damage | | | | | |
| DISABLING DAMAGE | | | | | |

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201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

UNIT
02

VEHICLE
02

| | |
|---|--|
| Towed Due To Damage TOWED DUE TO DISABLING DAMAGE | Vehicle Removed By ALL CITY TOWING |
| What Driver Was Doing ACCELERATING IN ROAD | Vehicle Factors |
| Driver Prior Action Other | NOT APPLICABLE |
| Driver Actions NO CONTRIBUTING ACTION | |
| Owner Name JOANNA I VAZQUEZ MARTINEZ (414) 346-3727 | Owner Address 532 S 93RD ST MILWAUKEE, WI 53214 , US |

Sequence Of Events

| |
|--|
| Event MOTOR VEH IN TRANSPORT |
| Event |
| Event |
| Event |

UNIT
02

INDIVIDUAL
02

| | | |
|--|------------------------------|-------------------------|
| Driver ARMANDO J CHEVERE ORTEGA (414) 346-3727 | Citations Issued 0 | Sex MALE |
| Address 532 S 93RD ST MILWAUKEE, WI 53214 , US | Date of Birth | Race HISPANIC |
| STATE: WISCONSIN COUNTRY: UNITED STATES | | |

Safety Equipment

| | |
|------------------------------|--|
| On Duty Crash | Safety Equipment SHOULDER & LAP BELT |
| Row 01 - FRONT ROW | Seat Position 07 - LEFT |
| Helmet Use | Helmet Compliance |
| Eye Protection | Tint Compliance |

Injury

| | |
|--|--|
| Injury Severity SUSPECTED MINOR INJURY | Airbag DEPLOYED-COMBINATION |
| Ejected NOT EJECTED | Ejection Path NOT EJECTED/NOT APPLICABLE |
| Medical Transport EMS GROUND | Trapped/Extricated NOT TRAPPED |
| Hospital FROEDTERT MEM LUTHERAN HOSP | EMS Agency Identifier 6001161 |
| | EMS Run # MED 14 |
| | Date of Death |
| | Time of Death |

Distracted By

| |
|--|
| Distracted By Source NOT APPLICABLE (NOT DISTRACTED) |
| Distracted By Action NOT DISTRACTED |

Non-Motorist

| | |
|-----------------|----------|
| Striking Unit # | Location |
|-----------------|----------|

M5L0DBC3BL
201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | | |
|----------------------|--|--|---|
| UNIT | Prior Action | | |
| | Action | | |
| | Action Other | | To/From School |
| D2 | Drug & Alcohol | | Suspected Alcohol Use NO |
| | | | Suspected Drug Use NO |
| | Alcohol Test Given TEST NOT GIVEN | Alcohol Test Type | Alcohol Test Results |
| | Drug Test Given TEST NOT GIVEN | Drug Test Type | Drug Test Results |
| | Drug Type | | |
| 005 | Individual Condition APPEARED NORMAL | | |
| | Individual | | |
| UNIT | Passenger JOANNA I VAZQUEZ MARTINEZ (414) 346-3727 | Citations Issued 0 | Sex FEMALE |
| | | Date of Birth [REDACTED] | Race HISPANIC |
| | Address 532 S 93RD ST MILWAUKEE, WI 53214 , US | Driver License Number [REDACTED] STATE: WISCONSIN COUNTRY: UNITED STATES | |
| 006 | Safety Equipment | On Duty Crash EMT/FIRST-RESPONDER | Safety Equipment SHOULDER & LAP BELT |
| | Row 01 - FRONT ROW | Seat Position 09 - RIGHT | |
| | Helmet Use | Helmet Compliance | |
| | Eye Protection | Tint Compliance | |
| 02 | Injury | Injury Severity POSSIBLE INJURY | Airbag DEPLOYED-COMBINATION |
| | Ejected NOT EJECTED | Ejection Path NOT EJECTED/NOT APPLICABLE | Trapped/Extricated NOT TRAPPED |
| | Medical Transport EMS GROUND | EMS Agency Identifier 6001161 | EMS Run # MED 15 |
| | Hospital FROEDTERT MEM LUTHERAN HOSP | Date of Death | Time of Death |
| | Distracted By | Distracted By Source | |
| Distracted By Action | | | |
| 006 | Non Motorist | Striking Unit # | Location |
| | Prior Action | | |

M5L0DBC3BL
201382224

WISCONSIN MOTOR VEHICLE CRASH REPORT

MILWAUKEE POLICE DEPARTMENT
749 WEST STATE STREET
MILWAUKEE, WI 53201
(414) 933-4444

| | | | |
|---|---|-----------------------------|--------------------------|
| UNIT INDIVIDUAL 02 006 | Action | | |
| | Action Other | | To/From School |
| | Drug & Alcohol | Suspected Alcohol Use NO | Suspected Drug Use NO |
| | Alcohol Test Given TEST NOT GIVEN | Alcohol Test Type | Alcohol Test Results |
| | Drug Test Given TEST NOT GIVEN | Drug Test Type | Drug Test Results |
| | Drug Type | | |
| | Individual Condition APPEARED NORMAL | | |
| | | | |
| | | | |
| | | | |

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Armando J. Chevere Ortega +
Joanna I. Vazquez Martinez

Date: 8/21/2020

In-person

Process Server

Claimant

Other _____

By mail

By email

By fax

Received by: Stemansky

- Hand deliver to: Ann Marie or Janel
- Forwarded to Attorney's Office by Ann Marie or Janel
- Response from Attorney's Office
- Common Council Agenda: Yes No

CITY OF WEST ALLIS
21 AUG 20 PM 1:30

NOTICE OF INJURY
AND
CLAIM FOR DAMAGES

TO: CITY OF WEST ALLIS
c/o City Clerk
7525 West Greenfield Avenue
West Allis, WI 53214

PROCESS SERVER
TIME 1:30 PM DATE 8/21/20
() PERSONAL () SUBSTITUTE
() POSTED () CORPORATE

CITY OF WEST ALLIS FIRE DEPARTMENT
7332 West National Avenue
West Allis, WI 53214

TIMOTHY A. BOLLUM
c/o City of West Allis Fire Department
7332 West National Avenue
West Allis, WI 53214

PLEASE TAKE NOTICE that on May 17, 2020, at approximately 9:49 p.m., **Armando J. Chevere Ortega** and **Joanna I. Vazquez Martinez** of 532 South 93rd Street, Milwaukee, Wisconsin were involved in a motor vehicle accident at the location of the intersection of North 84th Street and West O'Connor Street, City and County of Milwaukee, State of Wisconsin. The attorney for Armando J. Chevere Ortega and Joanna I. Vazquez Martinez is Attorney Natasha R. Misra of Natasha Misra Law, LLC, 759 North Milwaukee Street, Suite 208, Milwaukee, WI 53202.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said automobile accident, Armando J. Chevere Ortega and Joanna I. Vazquez Martinez, sustained serious personal injuries which may be permanent, pain and suffering, and loss of use and damage to Joanna I. Vazquez Martinez's property.

LIABILITY

Liability for the injuries is claimed as follows:

The City of West Allis and the City of West Allis Fire Department on account of its liability for the acts of its agents and employees, and particularly the City of West Allis Fire Department and Timothy A. Bollom, as further set forth in this Notice of Injury and Claim for Damages, who was acting within the scope of his employment at the time of said accident.

The said accident was caused by the negligence of the City of West Allis Fire Department on account of its employee, Timothy A. Bollom, for negligently operating said vehicle at and immediately prior to the time of said accident.

Said employee, Timothy A. Bollom, failed to maintain proper look out, negligently failed to manage and control the motor vehicle he was operating in a reasonable and prudent manner, such that he disregarded the red traffic control signal and collided with the motor vehicle being operated by Armando J. Chevere Ortega in which Joanna I. Vazquez Martinez was a passenger.

DAMAGES

As a proximate result of the above-described negligence, Armando J. Chevere Ortega, sustained personal injuries to his back, neck, head, hips, ribs, left and right leg causing him to incur medical bills and expenses, as well as future expenses and permanency, pain and suffering and loss of society and companionship all to his damage.

MEDICAL BILLS TO DATE:

| | |
|--------------------------------------|--------------|
| Milwaukee Fire Department | \$ 981.00 |
| Froedtert Memorial Lutheran Hospital | \$ 25,847.42 |
| Layton Avenue Injury Center | \$ 3,640.00 |
| Mileage Reimbursement: | \$ 47.94 |

PAIN AND SUFFERING:

| | |
|--|--------------|
| Past pain and suffering and disability | \$ 20,000.00 |
| Future pain and suffering and disability | \$ 5,000.00 |

TOTAL CLAIM: \$ 55,516.36

As a proximate result of the above-described negligence, Joanna I. Vazquez Martinez, sustained personal injuries to her head/concussion, left eye, laceration to forehead, mouth, neck, back, left hip, pelvis and thigh causing her to incur medical bills and expenses, as well as future expenses and permanency, pain and suffering, loss of society and companionship, and loss of use and damage to her property.

MEDICAL BILLS TO DATE:

| | |
|--|--------------|
| Milwaukee Fire Department | \$ 727.26 |
| Froedert Memorial Lutheran Hospital | \$ 12,131.25 |
| Wisconsin Radiology Specialists | \$ 243.00 |
| Layton Avenue Injury Center | \$ 4,815.00 |
| Ascension Wheaton Franciscan Medical Group | \$ 2,230.00 |
| Eye Care Specialists | \$ 149.00 |
| Prescriptions | \$ 656.87 |
| Mileage Reimbursement | \$ 51.51 |

PAIN AND SUFFERING:

| | |
|--|--------------|
| Past pain and suffering and disability | \$ 25,000.00 |
| Future pain and suffering and disability | \$ 5,000.00 |

PROPERTY DAMAGE

| | |
|-------------------------|--------------|
| Vehicle Total-Loss | \$ 30,800.00 |
| Towing and Storage Fees | \$ 385.00 |
| Loss of Use | \$ 750.00 |

TOTAL CLAIM: \$ 82,938.89

WHEREFORE, Armando J. Chevere Ortega, demands fifty-five thousand five hundred sixteen dollars and 36/100 cents (\$55,516.36) from said City of West Allis, City of West Allis Fire Department and Timothy A. Bollom.

WHEREFORE, Joanna I Vazquez Martinez, demands eighty-two thousand nine hundred thirty-eight dollars and 89/100 cents (\$82,938.89) from said City of West Allis, City of West Allis Fire Department and Timothy A. Bollom.

DATED at Milwaukee, Wisconsin this 17th day of August, 2020.

NATASHA MISRA LAW, LLC
Attorney for Claimants

BY: Natasha R. Misra
NATASHA R. MISRA
State Bar No.: 1082945


P. O. ADDRESS:

Suite 208
759 North Milwaukee Street
Milwaukee, WI 53202
Phone: (414) 210-3834
Fax: (414) 210-3517
E- mail: natasha@natashamisralaw.com

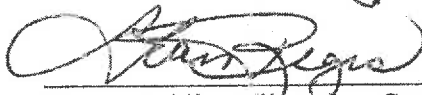
All responsive pleadings, answers, or denial of claim regarding the above-captioned action should be served upon the law office of NATASHA MISRA LAW, LLC on behalf of the claimants, Armando J. Chevere Ortega and Joanna I. Vazquez Martinez, at 759 North Milwaukee Street, Suite 208, Milwaukee, WI 53202.

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

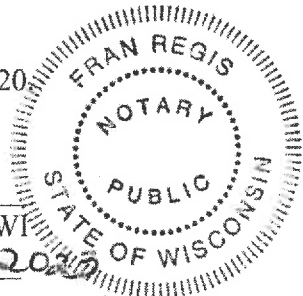
NATASHA R. MISRA, being duly sworn on oath deposes and says: that she is the attorney for the above-named claimants and that she makes this Affidavit on claimants' behalf being duly authorized to do so; that she is a resident of the City and County of Milwaukee, State of Wisconsin, and that she has read the foregoing Notice of Injury and Claim for Damages and believes upon information and belief that the matters stated herein are true. That the source of affiant's information are statements made by the claimants and that she has been duly authorized to verify this Notice of Injury and Claim for Damages.


NATASHA R. MISRA
State Bar No.: 1082945

Subscribed and sworn to before me
this 17th day of August, 2020.



Notary Public, Milwaukee County, WI
My Commission Expires: 3-11-2020






Rebecca Grill
City Administrator/Clerk
rgrill@westalliswi.gov
414.302.8220

To: Process Server
From: West Allis City Clerk

This document constitutes written admission that service of the attached document upon the West Allis City Clerk was accomplished as of the date and time indicated below. Pursuant to Wis. Stat. § 801.10(4)(c), this document shall be presumptive evidence of genuineness.

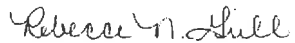
Person authorized to accept service on behalf of City Clerk:

Name: Carli Sczerben

Signature: 

Date of service: 8-21-20

Time of Service: 1:30 AM PM



Rebecca Grill
City Administrator/Clerk



City Attorney's Office
attorney@westalliswi.gov
Office: 414.302.8450
Fax: 414.302.8444

Kail Decker
City Attorney
Sheryl L. Kuhary
Deputy City Attorney
Nicholas S. Cerwin
Rebecca Hammock
Principal Assistant City Attorneys

April 15, 2021

Common Council
City of West Allis

RE: Armando Chevere Ortega and Joanna Vazquez Martinez Claim – Legistar No. 2020-388

Dear Council Members:

The enclosed claim has been referred to this office in accordance with Section 3.05(8) of the Revised Municipal Code. Though this matter was referred as a single claim there were two individuals involved, but both parties were represented by the same attorney who only filed one claim. This office has examined the facts of the claim and the applicable law. This office's recommendation is to resolve the claim on behalf of Armando Chevere Ortega for \$38,500 and the claim on behalf of Joanna Vazquez Martinez for \$60,000 based on the summary below:

Facts: On May 17, 2020 a West Allis Fire Department ambulance was on the way to Froedert Hospital via South 84th Street. The driver did not see the northernmost red light as he came out from under the freeway overpass on 84th. Mr. Chevere Ortega was turning south on to 84th Street from West O'Connor Street. He was driving Ms. Vazquez Martinez's 2017 Toyota Tacoma, she was also present in the vehicle. The ambulance hit the Toyota on the driver's side.

Claim: Ms. Vazquez Martinez has property damage to her vehicle which totaled the car. She did not have vehicle insurance and must reimburse the Toyota Finance Corporation the full value of the, at the time, new vehicle. Both Mr. Chevere Ortega and Ms. Vazquez Martinez also had substantial medical costs and some pain and suffering as a result of the injuries they each sustained in the accident.

Analysis: It is in the City's interest to settle the claim at this stage and avoid any additional costs of litigation if a lawsuit were filed. If a denial were issued a lawsuit is certain since



claimant has an attorney who filed the claim. Given the ambulance driver's failure to stop for the red light there is not much argument against the City's liability for the accident at hand; all that would be argued in litigation is the amount of the award. Both claimants have provided medical records to substantiate injuries and damages. The amount being recommended is reasonable as it relates to what might be awarded if the matter went to court.

Therefore, based on the above analysis, the City Attorney's Office recommends that the Council approve settlement of this claim for the amounts of \$38,500 and \$60,000, on behalf of claimants Armando Chevere Ortega and Joanna Vazquez Martinez, respectively.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rebecca Hammock", written over a horizontal line.

Rebecca Hammock
Principal Assistant City Attorney