

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

B.V. Plaintiff v. City of West Allis and Alek Riestra Defendant

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Civil Action No. 2:24-cv-1233

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: City of West Allis (Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 10/01/2024

Signature of the attorney or unrepresented party

John H. Bradley Printed name

613 Williamson St., Suite 204 Madison, WI 53703

Address

John@StrangBradley.com E-mail address

608-535-1550 Telephone number

UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin

B.V.)	
<i>Plaintiff</i>)	
v.)	Civil Action No. 2:24-cv-1233
City of West Allis and Alek Riestra)	
<i>Defendant</i>)	

WAIVER OF THE SERVICE OF SUMMONS

To: John H. Bradley
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 10/01/2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

B.V.
Plaintiff
v.
City of West Allis and Alek Riestra
Defendant
Civil Action No. 2:24-cv-1233

WAIVER OF THE SERVICE OF SUMMONS

To: John H. Bradley
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

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I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 10/01/2024, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

B.V.,

Plaintiff,

v.

CITY OF WEST ALLIS AND
ALEK RIESTRA,

Case No: 2:24-cv-1233

Defendants.

COMPLAINT

Plaintiff B.V., by his attorneys, Strang Bradley, LLC for his complaint against Defendants, states:

JURISDICTION AND VENUE

1. This action is brought under 42 U.S.C. § 1983 to redress the deprivation under color of law of B.V.'s rights as secured by the United States Constitution.
2. The Court has jurisdiction over federal claims under 28 U.S.C. § 1331 and the state law indemnification claim under 28 U.S.C. § 1367.
3. Venue is proper under 28 U.S.C. § 1391(b). Defendant City of West Allis is a political subdivision of the State of Wisconsin located within this judicial district. The events giving rise to this complaint occurred in this judicial district. And, upon information and belief, Defendant Riestra lives in this judicial district.

PARTIES

4. Plaintiff B.V. is a minor and is a resident of the State of Wisconsin.

5. Defendant City of West Allis is a political subdivision of the state of Wisconsin and is or was the employer of Defendant Riestra and is required to pay any tort judgment for damages for which its employees are liable for acts within the scope of their employment. Defendant City of West Allis is sued as an indemnitor.

6. Defendant Alek Riestra was at the time of this occurrence employed as a police officer in the City of West Allis Police Department. Defendant Riestra engaged in the conduct complained of while he was on duty and in the course and scope of his employment with the City of West Allis.

FACTS

7. On August 11, 2024, B.V. was with friends outside of the Holiday Inn located at 10111 W Lincoln Ave, West Allis, WI 53227.

8. B.V. was waiting for his mother to come pick him up along with his friends.

9. A number of West Allis police officers arrived to escort B.V., his friends, and other people away from the Holiday Inn.

10. As B.V. and his friends were walking down the sidewalk away from the Holiday Inn, B.V. started running.

11. A West Allis police officer ran after B.V. and shot him in the back with a Taser.

12. Upon being shot in the back with the Taser, B.V. collapsed to the ground and injured his face.

13. As B.V. laid face down on the ground, briefly unconscious and not resisting, Defendant Riestra then Tased B.V. in the back again.

COUNT I:
42. U.S.C. § 1983 Claim for Excessive Force

14. Plaintiff realleges the above paragraphs.

15. The intentional actions of Defendant Riestra of shooting B.V. in the back with a Taser as he was running and Tasing B.V. again while he lay face down on the ground were an unjustified and unnecessary use of excessive force against Plaintiff. These actions violated Plaintiff's Fourth Amendment right to be free from unreasonable seizure.

16. The aforementioned actions of Defendant Riestra were the direct and proximate cause of the constitutional violations set forth above and of Plaintiff's injuries, mental suffering, anguish, fear, humiliation, loss of personal freedom, and expenses.

WHEREFORE, pursuant to 42 U.S.C. § 1983, Plaintiff demands actual or compensatory damages against Defendants, and because Defendant Riestra acted maliciously, wantonly, or oppressively, punitive damages, plus the costs of this action, attorneys' fees, and such other and further relief that the Court deems just and equitable. Additionally, Plaintiff asks this Court to find that the City of West Allis is liable to defend this action against Defendants and is required to satisfy any judgment against its employees by virtue of WIS. STAT. § 895.46

JURY DEMAND

Plaintiff hereby demands a trial by jury, pursuant to FED. R. CIV. PRO. 38(b), on all issues so triable.

Respectfully submitted,

Dated: September 26, 2024,

STRANG BRADLEY, LLC
Attorneys for Plaintiff

/s/ John H. Bradley

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Wisconsin Bar No. 1117722
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Wisconsin Bar No. 1131587
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