

LOEVY & LOEVY

311 N. Aberdeen St., 3rd Floor, Chicago, Illinois 60607

March 9, 2022

Via Hand Delivery

Rebecca Grill
City Clerk
West Allis
7525 W Greenfield Ave, Rm 108
West Allis, WI 53214

Patrick Mitchell
Chief of Police
West Allis
11301 W Lincoln Ave
West Allis, WI 53227

Re: Notice of claims of John Huber, Jr., Karen Bloom, and John Huber, Jr. as personal representative of Estate of Anthony Huber

To Whom It May Concern:

I write on behalf of John Huber, Jr. and Karen Bloom pursuant to Wisconsin Statute § 893.80 to provide notice of state law claims that they have against the City of Kenosha, Kenosha County, the Kenosha County Sheriff's Department, Police Chief Miskinis, Sheriff Beth, and as-yet unknown employees or former employees of the City of Kenosha, Kenosha Police Department, or Kenosha County Sheriff's Department.

Claimant's Address:

Mr. Huber and Ms. Bloom may be contacted through their attorneys (Steven Art, Anand Swaminathan, Dan Twetten, Quinn Rallins) at the following address:

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311 N. Aberdeen St., 3rd Fl.
Chicago, IL 60607
O: 312.243.5900
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steve@loevy.com
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main 312.243.5900 | fax 312.243.5902

Handwritten:
CJ
3/11/2022
935
AZ

RECEIVED
MAR 11 2022
KENOSHA COUNTY SHERIFF'S DEPARTMENT

Factual Background:

On August 25, 2020, Anthony Huber, the son of John Huber, Jr. and Karen Bloom, was killed in Kenosha, Wisconsin. Anthony Huber lost his life to protect innocent civilians who were out that night protesting the shooting of Jacob Blake. There was no justification for Anthony's murder. Kyle Rittenhouse, a minor from out of state, illegally armed with an assault rifle, was allowed – by the Kenosha police and Kenosha Sheriff's Department – to roam the streets, threatening numerous civilians, and ultimately shooting three people. After Rittenhouse had already shot and killed one person, Anthony selflessly tried to disarm him and was killed himself.

In response to the demonstrations in response to the killing of Jacob Blake, a far-right militia group, the Kenosha Guard, organized a call-to-arms event on Facebook. The Kenosha Guard also issued calls for assist the neighboring police departments, to which the West Allis City Police responded. The West Allis Police Department, along with the Kenosha Guard, and its members expressly encouraged and incited violence and called on others to join them. Before August 25, 2020, the Kenosha Guard posted an open letter to the Kenosha Chief of Police, requesting that the local police cooperate with the militia members, abstain from sending home or arresting members of the Kenosha Guard, and for the police to keep an open line of communication with them. The Kenosha Police, Kenosha Sheriff's Department, and the West Allis Police Department were aware of, condoned, cooperated with and enabled the actions of the Kenosha Guard and other armed vigilantes through both explicit and implicit support. For example, officers from the Sheriff's Department handed out water to the armed vigilantes and thanked them for their presence.

Rittenhouse answered the Kenosha Guard's call to arms. By the end of the evening, Rittenhouse had shot and killed two people, including Anthony Huber, and injured a third person. After killing the first person, Rittenhouse told someone on the phone, "I just killed somebody." He walked toward the police on the scene with his hands up as a number of bystanders yelled to the police that Rittenhouse was the shooter. However, the police ignored him and did not apprehend him. We sent this notice of claims previously on January 7, 2022, via certified mail, but have not received a response.

Claims:

Claimants allege multiple state law claims against the City of West Allis and as-yet unknown employees or former employees of the West Allis Police Department who were involved in the events resulting in Anthony Huber's death, including negligence, negligent supervision and training, negligent and intentional infliction of emotional distress, wrongful death, survival, *respondeat superior*, and indemnification.

In addition to these state law claims for which notice may be required, Claimants allege federal claims for which notice is not required.

Itemized Damages:

Claimants request \$10,000,000.00 as compensation, for themselves and the Estate of Anthony Huber. Mr. Huber and Ms. Bloom have suffered damages on their own behalf, including for the loss of companionship of their son. Anthony Huber suffered damages including pain and suffering prior to death and the loss of his life.

Please let me know if you require any further information or if we can assist in any way your review of Mr. Huber and Ms. Bloom's claims.

Sincerely,

A handwritten signature in black ink, appearing to be 'SA' with a stylized flourish.

Steve Art



CLAIMANT CONTACT INFORMATION

Name: John Huber c/o Loevy & Loevy Law
Address: 311 N Aberdeen St, Chicago, IL
60607

Phone: 3122435900
Email: steve@loevy.com

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 08/25/2020 Time of day: _____
Location: Kenosha, WI

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

See attached documents

Check one:

- I am seeking damages at this time (complete Claim Amount section below)
- I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: [Signature]

Date: 01/07/2022

CLAIM AMOUNT

To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 10,000,000.00

SAVE

PRINT

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| West's Wisconsin Statutes Annotated |
| Limitation of Actions (Ch. 893) |
| Chapter 893. Limitations of Commencement of Actions and Proceedings; Procedure for Claims Against Governmental Units (Refs & Annos) |
| Subchapter VIII. Claims Against Governmental Bodies, Officers and Employees; Statutory Challenges |

W.S.A. 893.80

893.80. Claims against governmental bodies or officers, agents or employees; notice of injury; limitation of damages and suits

Effective: April 12, 2012

Currentness

(1b) In this section, "agent" includes a volunteer. In this subsection, "volunteer" means a person who satisfies all of the following:

(a) The person provides services or performs duties for and with the express or implied consent of a volunteer fire company organized under ch. 181 or 213, political corporation, or governmental subdivision or agency thereof. A person satisfies the requirements under this paragraph even if the activities of the person with regard to the services and duties and the details and method by which the services are provided and the duties are performed are left to the discretion of the person.

(b) The person is subject to the right of control of the volunteer company, political corporation, or governmental subdivision or agency described in par. (a).

(c) The person is not paid a fee, salary, or other compensation by any person for the services or duties described in par. (a). In this paragraph, "compensation" does not include the reimbursement of expenses.

(1d) Except as provided in subs. (1g), (1m), (1p) and (8), no action may be brought or maintained against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency thereof nor against any officer, official, agent or employee of the corporation, subdivision or agency for acts done in their official capacity or in the course of their agency or employment upon a claim or cause of action unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the volunteer fire company, political corporation, governmental subdivision or agency and on the officer, official, agent or employee under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the fire company, corporation, subdivision or agency had actual notice of the claim and the claimant shows to the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to

the defendant fire company, corporation, subdivision or agency or to the defendant officer, official, agent or employee; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant fire company, corporation, subdivision or agency and the claim is disallowed.

(1g) Notice of disallowance of the claim submitted under sub. (1d) shall be served on the claimant by registered or certified mail and the receipt therefor, signed by the claimant, or the returned registered letter, shall be proof of service. Failure of the appropriate body to disallow a claim within 120 days after presentation of the written notice of the claim is a disallowance. No action on a claim under this section against any defendant fire company, corporation, subdivision or agency nor against any defendant officer, official, agent or employee, may be brought after 6 months from the date of service of the notice of disallowance, and the notice of disallowance shall contain a statement to that effect.

(1m) With regard to a claim to recover damages for medical malpractice, the provisions of sub. (1d) do not apply. The time periods that apply for commencing an action under this section for damages for medical malpractice are the time periods under ss. 893.55(1m), (2), and (3) and 893.56.

(1p) No action may be brought or maintained with regard to a claim to recover damages against any political corporation, governmental subdivision or agency thereof for the negligent inspection of any property, premises, place of employment or construction site for the violation of any statute, rule, ordinance or health and safety code unless the alleged negligent act or omission occurred after November 30, 1976. In any such action, the time period under sub. (1d)(a) shall be one year after discovery of the negligent act or omission or the date on which, in the exercise of reasonable diligence the negligent act or omission should have been discovered.

(1t) Only one action for property damage may be brought under sub. (1p) by 2 or more joint tenants of a single-family dwelling.

(2) The claimant may accept payment of a portion of the claim without waiving the right to recover the balance. No interest may be recovered on any portion of a claim after an order is drawn and made available to the claimant. If in an action the claimant recovers a greater sum than was allowed, the claimant shall recover costs, otherwise the defendant shall recover costs.

(3) Except as provided in this subsection, the amount recoverable by any person for any damages, injuries or death in any action founded on tort against any volunteer fire company organized under ch. 181 or 213, political corporation, governmental subdivision or agency thereof and against their officers, officials, agents or employees for acts done in their official capacity or in the course of their agency or employment, whether proceeded against jointly or severally, shall not exceed \$50,000. The amount recoverable under this subsection shall not exceed \$25,000 in any such action against a volunteer fire company organized under ch. 181 or 213 or its officers, officials, agents or employees. If a volunteer fire company organized under ch. 181 or 213 is part of a combined fire department, the \$25,000 limit still applies to actions against the volunteer fire company or its officers, officials, agents or employees. No punitive damages may be allowed or recoverable in any such action under this subsection.

(4) No suit may be brought against any volunteer fire company organized under ch. 213, political corporation, governmental subdivision or any agency thereof for the intentional torts of its officers, officials, agents or employees nor may any suit be brought against such corporation, subdivision or agency or volunteer fire company or against its officers, officials, agents or employees for acts done in the exercise of legislative, quasi-legislative, judicial or quasi-judicial functions.

(5) Except as provided in this subsection, the provisions and limitations of this section shall be exclusive and shall apply to all claims against a volunteer fire company organized under ch. 213, political corporation, governmental subdivision or agency or against any officer, official, agent or employee thereof for acts done in an official capacity or the course of his or her agency or employment. When rights or remedies are provided by any other statute against any political corporation, governmental subdivision or agency or any officer, official, agent or employee thereof for injury, damage or death, such statute shall apply and the limitations in sub. (3) shall be inapplicable.

(6) A 1st class city, its officers, officials, agents or employees shall not be liable for any claim for damages to person or property arising out of any act or omission in providing or failing to provide police services upon the interstate freeway system or in or upon any grounds, building or other improvement owned by a county and designated for stadium or airport purposes and appurtenant uses.

(7) No suit may be brought against the state or any governmental subdivision or agency thereof or against any officer, official, agent or employee of any of those entities who, in good faith, acts or fails to act to provide a notice to a property owner that a public nuisance under s. 823.113(1) or (1m)(b) exists.

(8) This section does not apply to actions commenced under s. 19.37, 19.97, or 281.99 or to claims against the interstate insurance product regulation commission.

(9) The procurement or maintenance of insurance or self-insurance by a volunteer fire company organized under ch. 181 or 213, political corporation, or governmental subdivision or agency thereof, irrespective of the extent or type of coverage or the persons insured, shall not do any of the following:

(a) Constitute a waiver of the provisions of this section.

(b) Be relied upon to deny a person status as an officer, official, agent, or employee of the volunteer fire company, political corporation, or governmental subdivision or agency thereof.

Credits

<<For credits, see Historical Note field.>>

W. S. A. 893.80, WI ST 893.80
Current through 2019 Act 186, published April 18, 2020

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