

16CV003410

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY

JENNIFER L. DOYLE
10400 West Plum Tree Circle, #201
Hales Corners, WI 53130,

Plaintiff,

HON. DAVID A. HANSHER, BR. 42
CIVIL A

vs.

Case No.

CITY OF WEST ALLIS
POLICE DEPARTMENT
11301 West Lincoln Avenue
West Allis, WI 53227;

SUMMONS

ABC INSURANCE COMPANY;

CITY OF WEST ALLIS
7525 West Greenfield Avenue
West Allis, WI 53214;

*6/1/16
173903
8013*

UNCLASSIFIED
Code No. 30703

and

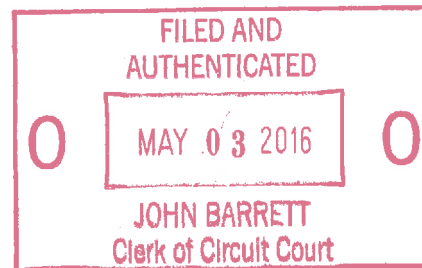
Money Judgment Requested
- Over \$5,000

DEF INSURANCE COMPANY,

Defendants,

SENTRY CASUALTY COMPANY
c/o CT CORPORATION SYSTEM,
Registered Agent
8020 Excelsior Drive, Ste. 200
Madison, WI 53717,

Subrogated Defendant.



SUMMONS

THE STATE OF WISCONSIN: TO EACH PERSON NAMED AS A DEFENDANT:

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JUN 01 2016
CITY OF WEST ALLIS
CITY CLERK

YOU ARE HEREBY NOTIFIED that the plaintiff named above has 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 **Milwaukee County Courthouse, 901 North Ninth Street, Milwaukee, WI 53233**, and to **CHRISTOPHER J. STAWSKI**, plaintiff's attorney, whose address is **McGranaghan & Stawski Ltd., 735 North Water Street, Suite 1222, Milwaukee, WI 53202**. 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 now own or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 3rd day of May, 2016.

McGRANAGHAN & STAWSKI LTD.

By:



Christopher J. Stawski,
Attorney for Plaintiff
State Bar No. 1016435

P.O. Address:

McGRANAGHAN & STAWSKI LTD.

735 North Water Street

Suite 1222

Milwaukee, WI 53202

(414) 291-8823

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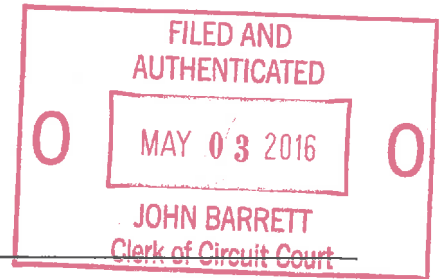
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COMPLAINT

Plaintiff, by her attorneys, McGranaghan & Stawski Ltd., alleges and shows to the court as follows:

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PARTIES

1. That the plaintiff, Jennifer L. Doyle, (hereinafter "Doyle"), is an adult resident of the State of Wisconsin and resides at the address indicated in the caption of this complaint.

2. That the defendant, City of West Allis Police Department (hereinafter "West Allis Police Department") is a municipal corporation organized and existing under the laws of the State of Wisconsin, whose principal offices are located at 11301 West Lincoln Avenue, in the City of West Allis, County of Milwaukee, State of Wisconsin.

3. The defendant, ABC Insurance Company (hereinafter "ABC"), is a corporation duly licensed to do business in the State of Wisconsin, with its main office and principal place of business located at an unknown location. The defendant, ABC, is primarily engaged in the business of insurance and, upon information and belief, provided liability insurance to the defendant, West Allis Police Department, at all times relevant hereto.

4. That the defendant, City of West Allis (hereinafter "the City") is a municipal corporation organized and existing under the laws of the State of Wisconsin, whose principal offices are located at 7525 West Greenfield Avenue, in the City of West Allis, County of Milwaukee, State of Wisconsin.

5. The defendant, DEF Insurance Company (hereinafter "DEF"), is a corporation duly licensed to do business in the State of Wisconsin, with its main office and principal place of business located at an unknown location. The defendant, DEF, is primarily engaged in the business of insurance and, upon information and belief,

provided liability insurance to the defendant, City of West Allis, at all times relevant hereto.

6. That the subrogated defendant, Sentry Casualty Company (hereinafter "Sentry"), is a domestic corporation duly licensed to do business in the State of Wisconsin, with the office of its registered agent located at the address contained in the caption of this complaint. That the subrogated defendant, Sentry, upon information and belief, is primarily engaged in the business of insurance and is named a subrogated defendant in this case because it may have paid worker's compensation benefits as a result of the injuries that Doyle sustained in the incident that is the subject of this complaint.

FACTS

7. That on the 20th day of May, 2015, Doyle was employed at Froedtert Memorial Lutheran Hospital, Emergency Department (hereinafter "Froedtert"). During the course of her employment at Froedtert, a dangerous and mentally unstable prisoner was brought to Froedtert for treatment by agents and employees of the City of West Allis and/or the City of West Allis Police Department.

8. That, after dropping off the above referenced prisoner at Froedtert, agents and employees of the City of West Allis and/or the City of West Allis Police Department failed to remain with the prisoner during examination and treatment. That agents and employees of the City of West Allis and/or the City of West Allis Police Department also failed to comply with other mandates of West Allis Police Department Standard 5.1.12.

9. As a direct and proximate result of agents' and employees' of the City of West Allis and/or the City of West Allis Police Department failure to remain with the above referenced prisoner during examination and treatment as well as their failure to comply with other mandates of West Allis Police Department Standard 5.1.12, Doyle was assaulted by said prisoner. She sustained, among other injuries, injuries to her head and face. She also endured pain, suffering and disability, physical and emotional injuries, a loss of wages and benefits, as well as other damages. Upon information and belief, she shall continue to suffer in the future.

**CLAIM FOR RELIEF AGAINST THE CITY OF WEST ALLIS POLICE
DEPARTMENT & THE CITY OF WEST ALLIS
(Breach of Ministerial Duties)**

10. Doyle realleges all relevant portions of the above paragraphs and incorporates them into all of the subsequent claims for relief as if fully stated therein.

11. West Allis Police Department Standard 5.1.12 establishes various ministerial duties upon the agents and employees of the City of West Allis and/or the City of West Allis Police Department with respect to the security of prisoners at medical facilities like the one that Doyle was assaulted at. On the date that the plaintiff was assaulted and injured by a prisoner as described herein, agents and employees of the City of West Allis and/or the City of West Allis Police Department breached the ministerial duties imposed upon them by West Allis Police Department Standard 5.1.12.

12. As a direct and proximate result of various agents and employees of the City of West Allis and/or the City of West Allis Police Department breaching their ministerial duties to stand guard over said prisoner during the time period that he was hospitalized at Froedtert and/or comply with other ministerial duties imposed upon them

by West Allis Police Department Standard 5.1.12, Doyle was assaulted, and sustained physical and emotional injuries as well as other damages.

WHEREFORE, Doyle demands judgment against the defendants herein as follows:

A. In an amount to be determined by the trier of fact for plaintiff's compensatory damages;

B. With respect to the subrogated defendant:

(i) In the event that the subrogated defendant timely and properly appears in this action, then for judgment determining the rights of the subrogated defendant as against the plaintiff and all other named defendants and any and all parties which may be added to this lawsuit in the future upon any claim of subrogation or reimbursement asserted by the subrogated defendant and to the extent that the subrogated defendant may be entitled to judgment;

(ii) In the alternative, if the subrogated defendant does not timely and properly appear in this action, then for judgment determining that the subrogated defendant has no claim of subrogation or reimbursement and dismissing, with prejudice, any claim that it might attempt to assert;


C. For the costs and disbursements of this action, attorney fees, and any other relief deemed by the court to be just and equitable under the facts herein.

Dated at Milwaukee, Wisconsin, this 3rd day of May, 2016.

THAT THE PLAINTIFF HEREIN DEMANDS A JURY TRIAL.

McGRANAGHAN & STAWSKI LTD.

By:



Christopher J. Stawski,
Attorney for Plaintiff
State Bar No. 1016435

P.O. Address:

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735 North Water Street

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