

SERVICE AND PROCESSING OF CLAIMS

Plaintiff or Claimant: Brian D. Walker SJC

2018 CV 007730

Date: 9.25.18

- In-person
 - Process Server
 - Claimant
 - Other _____

By mail

By email

By fax

Received by: Ann Marie Neff

- 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

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

Brian D. Walker vs. The Travelers Indemnity Company et al

Electronic Filing Notice

Case No. 2018CV007730
Class Code: Personal Injury/Automobile

FILED
09-17-2018
John Barrett
Clerk of Circuit Court
2018CV007730
Honorable Ellen R
Brostrom-06
Branch 06

CITY OF WEST ALLIS
7525 W. GREENFIELD AVE.
C/O STEVEN A. BRAATZ, CITY CLERK
MILWAUKEE WI 53219

RECEIVED
SEP 25 2018

CITY OF WEST ALLIS
CITY CLERK

Case number 2018CV007730 was electronically filed with/converted by the Milwaukee County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register as an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 737d2c

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date:

FILED
 09-17-2018
 John Barrett
 Clerk of Circuit Court
 2018CV007730
 Honorable Ellen R
 Brostrom-06
 Branch 06

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
 CIVIL DIVISION

BRIAN D. WALKER
 835 South 101st Street
 Milwaukee, WI 53214,

Plaintiff,
 and

CITY OF WEST ALLIS
 c/o Steven A. Braatz, City Clerk
 7525 West Greenfield Avenue
 West Allis, WI 53219,

THE CINCINNATI INSURANCE COMPANY,
 a foreign insurance corporation
 c/o Michael S. Murray, Registered Agent
 Kasdorf, Lewis & Swietlik, S.C.
 11270 West Park Place, 5th Floor
 Milwaukee, WI 53224,

Involuntary Plaintiffs,

v.

THE TRAVELERS INDEMNITY COMPANY,
 a foreign insurance corporation
 c/o Corporation Service Company, Registered Agent
 8040 Excelsior Drive, Suite 400
 Madison, WI 53717,

WINTER SERVICES, LLC,
 a Wisconsin limited liability company
 c/o Corporation Service Company, Registered Agent
 8040 Excelsior Drive, Suite 400
 Madison, WI 53717,

TIMOTHY J. LEBEAU SR.
 3874 East Edgerton Avenue
 Cudahy, WI 53110,

Defendants.

Case No.:

SUMMONS

Personal Injury-Auto: 30101

THE STATE OF WISCONSIN

TO EACH PERSON NAMED ABOVE:

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 9th Street, Milwaukee, WI 53233, and to CANNON & DUNPHY, S.C., plaintiff's attorneys, whose address is 595 North Barker Road, P.O. Box 1750, Brookfield, WI 53008-1750. 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 at Brookfield, Wisconsin this 17th day of September, 2018.

CANNON & DUNPHY, S.C.

Attorneys for Plaintiff

By: Electronically signed by Attorney Brett A. Eckstein
Brett A. Eckstein
State Bar No. 1036964

P.O. ADDRESS:

595 North Barker Road

P.O. Box 1750

Brookfield, WI 53008-1750

Telephone: (262) 796-3702

Facsimile: (262) 796-3712

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Honorable Ellen R
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Branch 06

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
CIVIL DIVISION

BRIAN D. WALKER
835 South 101st Street
Milwaukee, WI 53214,

Plaintiff,
and

CITY OF WEST ALLIS
c/o Steven A. Braatz, City Clerk
7525 West Greenfield Avenue
West Allis, WI 53219,

THE CINCINNATI INSURANCE COMPANY,
a foreign insurance corporation
c/o Michael S. Murray, Registered Agent
Kasdorf, Lewis & Swietlik, S.C.
11270 West Park Place, 5th Floor
Milwaukee, WI 53224,

Involuntary Plaintiffs,

v.

THE TRAVELERS INDEMNITY COMPANY,
a foreign insurance corporation
c/o Corporation Service Company, Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717,

WINTER SERVICES, LLC,
a Wisconsin limited liability company
c/o Corporation Service Company, Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717,

TIMOTHY J. LEBEAU SR.
3874 East Edgerton Avenue
Cudahy, WI 53110,

Defendants.

Case No.:

COMPLAINT

Personal Injury-Auto: 30101

NOW COMES the above-named plaintiff, by CANNON & DUNPHY, S.C., his attorneys, and as and for his claims for relief, alleges and shows to the Court as follows:

FIRST CLAIM FOR RELIEF - NEGLIGENCE

1. That at the present time, the plaintiff, Brian D. Walker, is an adult citizen and resident of the State of Wisconsin who resides at 835 South 101st Street, Milwaukee, WI 53214.

2. That at the present time, the involuntary plaintiff, City of West Allis, is a governmental entity, with offices of the City Clerk, Steven A. Braatz, located at 7525 West Greenfield Avenue, West Allis, WI 53219; that pursuant to its self-funded medical plan, the City of West Allis has paid medical and related expenses on behalf of Brian D. Walker as a result of injuries he sustained in collision that is the subject of this lawsuit; that the City of West Allis has no legal right to subrogation or reimbursement despite its payment of benefits, but by reason of such payments, Cincinnati Insurance is a proper party herein pursuant to sec. 803.03, Wis. Stat.

3. That at the present time, the involuntary plaintiff, The Cincinnati Insurance Company (hereinafter "Cincinnati Insurance"), is a foreign insurance corporation, duly licensed to do business in the State of Wisconsin, with offices of its Registered Agent, Michael S. Murray, located at Kasdorf, Lewis & Swietlik, S.C., 11270 West Park Place, 5th Floor, Milwaukee, WI 53224; that Cincinnati Insurance has paid medical and related expenses on behalf of Brian D. Walker as a result of injuries he sustained in collision that is the subject of this lawsuit; that Cincinnati Insurance has no legal right to subrogation or reimbursement

despite its payment of benefits, but by reason of such payments, Cincinnati Insurance is a proper party herein pursuant to sec. 803.03, Wis. Stat.

4. That at the present time, the defendant, The Travelers Indemnity Company (hereinafter "Travelers"), is a foreign insurance corporation, duly licensed to do business in the State of Wisconsin, with offices of its Registered Agent, Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, WI 53717; that said defendant is engaged in the business of writing and selling liability insurance; that prior to the date of this collision, December 29, 2015, Travelers issued a policy or policies of liability insurance to the defendant, Winter Services, LLC, insuring vehicles owned, leased or otherwise used by said company in the course of business, including the 2007 International heavy duty truck involved in the collision that is the subject of this lawsuit, or anyone operating said vehicle with consent, including the defendant, Timothy J. LeBeau, Sr., against any liability imposed by law arising out of the negligent operation of said vehicle, and further insuring its operator against any damages for which said operator might be liable to others by virtue of the negligent use of said vehicle pursuant to Chapter 343, Wis. Stat.; that said policy or policies of insurance were in full force and effect at the time of this collision; that in said contract of insurance, Travelers reserved the right to settle or adjust any claims arising thereunder and to defend any lawsuits instituted by virtue of any such claims and has a direct interest in this litigation; that by virtue of the laws of the State of Wisconsin, Travelers is a proper defendant herein and is directly liable to the plaintiff for all of his injuries and damages set forth herein.

5. That at the present time, the defendant, Winter Services, LLC (hereinafter "Winter Services"), is a Wisconsin limited liability company, duly organized and existing under

and by virtue of the laws of the State of Wisconsin, with offices of its Registered Agent, Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, WI 53717; that at all times material hereto, Winter Services was the owner/lessor of the 2007 International heavy duty truck involved in the collision that is the subject of this lawsuit; that on information and belief, at all times material hereto, Winter Services was the employer/principal of the defendant, Timothy J. LeBeau, Sr.

6. That at the time of the collision herein, the defendant, Timothy J. LeBeau, Sr., was an adult citizen and resident of the State of Wisconsin, residing at 3874 East Edgerton Avenue, Cudahy, WI 53110; that on information and belief, at all times material hereto, Timothy J. LeBeau, Sr. was an employee/agent of the defendant, Winter Services, and was operating the subject 2007 International heavy duty truck while in the scope of his employment/agency with Winter Services.

7. That the defendant, Timothy J. LeBeau, Sr., was negligent in the operation and use of the subject 2007 International heavy duty truck and that such negligence was a direct and proximate cause of the collision herein and the injuries and damages sustained by the plaintiff as hereinafter described, and that said defendant was otherwise causally negligent.

8. That on the 29th day of December, 2015, on westbound Highway 59/Greenfield Avenue, at or near its intersection with South 101st Street, in the City of West Allis, Milwaukee County, State of Wisconsin, the defendant, Timothy J. LeBeau, Sr., operated the subject 2007 International heavy duty truck in a negligent manner, in that he, among other things, disregarded the traffic signal controlling traffic at the described intersection, causing his vehicle

to collide with the motor vehicle being operated by the plaintiff, Brian D. Walker, seriously injuring the plaintiff, as hereinafter set forth.

9. That the negligence of the defendant, Timothy J. LeBeau, Sr., as alleged, was a cause of the permanent injuries and damages sustained by the plaintiff, Brian D. Walker, including past and future pain, suffering, disability and loss of enjoyment of life, past wage loss and impairment of future earning capacity; past and future medical expenses; and other compensable injuries and damages, all to his damage in an amount to be determined at a trial of this matter.

SECOND CLAIM FOR RELIEF – VICARIOUS LIABILITY

10. Realleges and incorporates herein by reference the allegations of the preceding paragraphs.

11. That at all times material hereto, the defendant, Timothy J. LeBeau, Sr., was an employee/agent of the defendant, Winter Services, and was operating the subject 2007 International heavy duty truck while in the scope of his employment/agency with said defendant.

12. That the defendant, Timothy J. LeBeau, Sr., was causally negligent as alleged above.

13. That the defendant, Winter Services, is vicariously liable for the negligent acts of the defendant, Timothy J. LeBeau, Sr., as alleged herein.

WHEREFORE, the plaintiff demands judgment as follows:

a. For compensatory damages in an amount to be determined at a trial of this matter;

- b. For all costs, disbursements and actual attorney's fees, and all interest due and owing pursuant to sec. 628.46, Wis. Stat.;
- c. For a declaration that the City of West Allis has no legal right to subrogation or reimbursement;
- d. For a declaration that Cincinnati Insurance has no legal right to subrogation or reimbursement;
- e. For a dismissal of any and all subrogation or reimbursement claims in this lawsuit;
- f. For such other and further relief as the Court deems just and equitable.

**PLAINTIFF HEREBY DEMANDS A TRIAL OF THE ABOVE MATTER
ON ALL ISSUES SO TRIABLE.**

Dated at Brookfield, Wisconsin this 17th day of September, 2018.

CANNON & DUNPHY, S.C.
Attorneys for Plaintiff

By: Electronically signed by Attorney Brett A. Eckstein
Brett A. Eckstein
State Bar No. 1036964

P.O. ADDRESS:

595 North Barker Road
P.O. Box 1750
Brookfield, WI 53008-1750
Telephone: (262) 796-3702
Facsimile: (262) 796-3712

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
CIVIL DIVISION

BRIAN D. WALKER,

Plaintiff,

and

CITY OF WEST ALLIS, and THE CINCINNATI
INSURANCE COMPANY, a foreign insurance
corporation,

Involuntary Plaintiffs,

v.

THE TRAVELERS INDEMNITY COMPANY,
a foreign insurance corporation, WINTER
SERVICES, LLC, a Wisconsin limited liability
Company, and TIMOTHY J. LEBEAU SR.,

Defendants.

Case No.:

Personal Injury-Auto: 30101

**FIRST SET OF WRITTEN INTERROGATORIES TO DEFENDANTS
PURSUANT TO SEC. 804.08, WISCONSIN STATUTES**

TO: DEFENDANTS

PLEASE TAKE NOTICE that the plaintiff requires the defendants to answer the following interrogatories in writing and under oath, within forty-five (45) days hereof, in accordance with Rule 804.08, and to produce documents in accordance with Rule 804.09.

Answer each interrogatory separately and fully, in writing, under oath, unless it is objected to, in which event the reasons for objection must be stated in lieu of an answer.

An evasive or incomplete answer is deemed to be a failure to answer under Rule 804.12.

You are under a continuing duty to seasonably supplement your responses with respect to any question directly addressed to the identity and location of persons having knowledge of discoverable matter, and the identity of each person expected to be called as a witness. Furthermore, you are under a similar duty to correct any incorrect response when you later learn that it is incorrect.

DEFINITIONS AND INSTRUCTIONS

1. The terms "you" and "your" shall mean the named defendants and any officers, directors, employees, agents, attorneys and any other persons acting on behalf of the named entity or individual.
2. The term "document(s)" means the original and any non-identical copy (which is different from the original or any copy because of notations thereto, or otherwise) of any written, printed, typewritten, handwritten, recorded, graphic or photographic matter or material (however produced, reproduced or recorded), including without limitation all of the following: correspondence, notes, telegrams, memoranda, contracts (including amendments and change orders accepted or proposed), reports, studies, diaries, time-slips, log-books, day-books, work schedules, pamphlets, charts, maps, plans, drawings, calendars, tabulations, calculations, financial records, tax returns, audit reports, progress notes and reports, bids, quotations, estimates, bonds, invoices, drafts, working papers, work sheets, books, computer printouts, computer cards, computer tapes, minutes and minute books (of any meeting of any person(s), committee or board), statements, checks, receipts, administrative regulations, journals and authoritative texts, statistical or informational accumulations or summaries, files, photographs, microfilm or mechanical reproductions, attachments, enclosures and other materials related to or referred to in any of the foregoing and all other records of any kind in the possession and/or under the control of you or your corporate successors, predecessors, parents, subsidiaries, divisions and/or any other corporation controlled by the parent, or any officer, director, agent, employee, representative, owner, and/or attorney of any of the foregoing person(s) or entities which relate in any way whatsoever to any of the subjects referred to in the following Demand for Production or to any written or oral communication(s) of any kind relating to or regarding any such subject, in whole or in part. Designated documents are to include all attachments, enclosures and other documents that are attached, related to or referred to such designated documents in any way.

3. "Or" shall be construed disjunctively or conjunctively so as to bring within the scope of this demand for production any information which might otherwise be construed to be outside its scope.
4. "Identify" when used in reference to a person means state the person's full name, telephone number, current residential and business addresses, and email address, together with your relationship with them, if any, and if not presently related, a description of any previous relationship with them.
5. "Identify" when used in reference to a document means to state the date and author, type of document (e.g., letter, memorandum, telegram, chart, etc.), addressee or other intended recipient or audience, a summary of its contents and its present location and custodian. In the event there are documents fitting the descriptions set forth of which you are aware, which are no longer in your possession, custody or control, state the disposition and location of such documents and identify the person(s) who have or had possession, custody or control of such documents.
6. "Identify" when used in reference to a conversation, conference, meeting or other oral communication means to identify all persons participating or attending and to identify all documents recording, summarizing or otherwise arising from the conversation, conference, meeting or other oral communication in accordance with the definitions above. In addition, a request to identify a conversation, conference, meeting or other oral communication means to state its purpose, the subject discussed, the method of communication used (e.g., telephone, in person, or other means) and if by telephone, specify the caller and the person called, the action taken at and following it, and the date, place and purpose of such action, and to identify the person(s) taking such action.

INTERROGATORIES

INTERROGATORY NO. 1: Identify each person known or believed by you to have witnessed the motor vehicle crash or to have knowledge of the facts leading up to and/or immediately following the motor vehicle crash.

INTERROGATORY NO. 2: Identify all persons from whom you have obtained written or recorded statements, and with respect to each such statement, provide the following information:

- (a) The name and address of the present custodian of each statement;
- (b) The nature of each statement, i.e., whether written or oral;
- (c) The date each statement was obtained;
- (d) The name and address of the person obtaining the statement; and
- (e) The contents of the statement or, in lieu of such description, attach a copy of the statement to your answers to these interrogatories.

INTERROGATORY NO. 3: Identify all persons known to have been interviewed regarding the motor vehicle crash, providing the following additional information with respect to each such person:

- (a) The date the person was interviewed; and
- (b) The identify of the person conducting the interview.

INTERROGATORY NO. 4: State the total amount of insurance and reinsurance coverage or coverages available to the defendant, directly or indirectly which are or may be applicable to the claims being made in this lawsuit. This interrogatory is intended to include, but is not limited to, insurance coverage available through partnership agreements, corporations, extended coverage, reinsurance coverage and so-called "umbrella" coverage.

With respect to each such policy of insurance, provide at least the following information:

- (a) The name and address of the company issuing the policy;
- (b) The policy number;
- (c) The date on which the policy was issued and the identity of the named insured;
- (d) The limits of coverage for bodily injury under each such policy.

INTERROGATORY NO. 5: Identify all photographs, pictures, diagrams or sketches of which you are aware that depict or show either the scene of the motor vehicle crash or any of the vehicles involved in the motor vehicle crash.

INTERROGATORY NO. 6: With respect to each such photograph, picture, diagram or sketch identified in answer to the preceding interrogatory, identify the following:

- (a) the person who took or made the photograph, picture, diagram or sketch;
- (b) the date such photograph, picture, diagram or sketch was taken or made; and
- (c) the current custodian of such photograph, picture, diagram or sketch.

INTERROGATORY NO. 7: If you are claiming that the plaintiff was negligent in any way with respect to causing the motor vehicle crash, identify every respect in which you contend she was negligent.

INTERROGATORY NO. 8: Was your vehicle involved in the motor vehicle crash equipped with any type of Event Data Recorder (“EDR”)?

INTERROGATORY NO. 9: If the answer to the preceding interrogatory is “yes,” provide the following additional information:

- (a) Identify all information or data retrieved from the vehicle’s EDR;
- (b) Identify the date(s) upon which any information or data was retrieved from the vehicle’s EDR;
- (c) Identify each individual who was in any way involved in retrieving any information or data from the vehicle’s EDR; and
- (d) Identify each individual who was custody of any information or data retrieved from the vehicle’s EDR.

INTERROGATORY NO. 10: In your own words, describe your version of how the motor vehicle crash occurred.

INTERROGATORY NO. 11: Identify all conversations that you have had with the plaintiff at any time following the motor vehicle crash.

INTERROGATORY NO. 12: Identify all persons with whom you have discussed any aspect of the motor vehicle crash at any time prior to the filing of this lawsuit, and with respect to each such person, identify every conversation you had, including, but not limited to, any admissions of fault or responsibility for causing the motor vehicle crash.

INTERROGATORY NO. 13: If you were issued a citation as a result of the motor vehicle crash and contested it, state whether you ultimately entered a guilty plea and/or were found guilty following a hearing and/or trial.

INTERROGATORY NO. 14: If you owned a cellular phone at the time of the motor vehicle crash, please identify your cellular phone service provider and your cellular phone number.

INTERROGATORY NO. 15: Identify all physical and/or medical condition(s) and/or ailment(s) that you had at the time of the motor vehicle crash.

INTERROGATORY NO. 16: Identify all prescription medications that you had taken at any time in the 48 hours prior to the motor vehicle crash.

INTERROGATORY NO. 17: Identify any condition, illness or problem with visual acuity that you had on the date of the motor vehicle crash.

INTERROGATORY NO. 18: With respect to each condition, illness or problem with visual acuity identified in answer to the preceding interrogatory, identify, by name, address and date, the last vision examination undergone by you prior to the motor vehicle crash.

INTERROGATORY NO. 19: Identify all alcoholic beverages consumed by you within the twenty-four hours immediately prior to the motor vehicle crash.

INTERROGATORY NO. 20: Identify all blood tests administered to you following the motor vehicle crash that screened for the presence of alcohol, prescription medication and/or illicit drugs.

INTERROGATORY NO. 21: When was the last time, prior to the motor vehicle crash, that you or anyone to your knowledge, had the vehicle that you were operating at the time of the crash serviced and/or inspected by an automobile mechanic or technician?

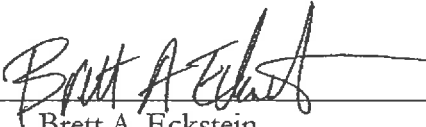
INTERROGATORY NO. 22: Identify all automobile mechanics or automobile service facilities, including oil change shops, where you had the vehicle that you were operating at the time of the motor vehicle collision serviced and/or inspected for any reason at any time prior to the motor vehicle crash.

INTERROGATORY NO. 23: If your vehicle was repaired following the motor vehicle crash, please identify where the repair work was performed and the total costs of such repair work.

INTERROGATORY NO. 24: Identify, with reference to specific interrogatory number, all persons consulted by you in answering these interrogatories or who assisted you in answering these interrogatories.

Dated at Brookfield, Wisconsin this 18th day of September, 2018.

CANNON & DUNPHY, S.C.
Attorneys for Plaintiff(s)

By: 
Brett A. Eckstein
State Bar No. 1036964

P.O. ADDRESS:

595 North Barker Road
P. O. Box 1750
Brookfield, WI 53008-1750
(262) 796-3702
(262) 796-3712

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
CIVIL DIVISION

BRIAN D. WALKER,

Plaintiff,

and

CITY OF WEST ALLIS, and THE CINCINNATI
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Involuntary Plaintiffs,

v.

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SERVICES, LLC, a Wisconsin limited liability
Company, and TIMOTHY J. LEBEAU SR.,

Defendants.

Case No.:

Personal Injury-Auto: 30101

**FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO
DEFENDANTS PURSUANT TO SECTION 804.09 WISCONSIN STATUTES**

TO: DEFENDANTS

PLEASE TAKE NOTICE that the plaintiff requires the defendants to produce within
forty-five (45) days hereof at the offices of plaintiff's attorneys, CANNON & DUNPHY, S.C.,
a copy of each of the following described documents pursuant to sec. 804.09, Wis. Stat.:

DEFINITIONS AND INSTRUCTIONS

1. The terms "you" and "your" shall mean the named defendants, and any officers, directors, employees, agents, attorneys and any other persons acting on behalf of the named entity or individual.

2. The term "document(s)" means the original and any non-identical copy (which is different from the original or any copy because of notations thereto, or otherwise) of any written, printed, typewritten, handwritten, recorded, graphic or photographic matter or material (however produced, reproduced or recorded), including without limitation all of the following: correspondence, notes, telegrams, email, memoranda, contracts (including amendments and change orders accepted or proposed), reports, studies, diaries, time-slips, log-books, day-books, work schedules, pamphlets, charts, maps, plans, drawings, calendars, tabulations, calculations, financial records, tax returns, audit reports, progress notes and reports, bids, quotations, estimates, bonds, invoices, drafts, working papers, work sheets, books, computer printouts, computer cards, computer tapes, minutes and minute books (of any meeting of any person(s), committee or board), statements, checks, receipts, administrative regulations, journals and authoritative texts, statistical or informational accumulations or summaries, files, photographs, microfilm or mechanical reproductions, attachments, enclosures and other materials related to or referred to in any of the foregoing and all other records of any kind in the possession and/or under the control of you or your corporate successors, predecessors, parents, subsidiaries, divisions and/or any other corporation controlled by the parent, or any officer, director, agent, employee, representative, owner, and/or attorney of any of the foregoing person(s) or entities which relate in any way whatsoever to any of the subjects referred to in the following Demand for Production or to any written or oral communication(s) of any kind relating to or regarding any such subject, in whole or in part. Designated documents are to include all attachments, enclosures and other documents that are attached, related to or referred to such designated documents in any way.
3. "Or" shall be construed disjunctively or conjunctively so as to bring within the scope of this demand for production any information which might otherwise be construed to be outside its scope.
4. If you withhold any document requested herein on the basis of a claim of attorney/client or other privilege, or on the basis of the attorney work-product doctrine, you are requested to identify all such documents by listing:
 - a. The date of each document;
 - b. Its title, if any;
 - c. The name and address of its author;
 - d. The sender and each recipient of said document;

- e. The name and address of each person who has custody of the document, or any copy thereof; and
- f. The factual and legal bases for your claim of privilege.

REQUESTS FOR PRODUCTION

REQUEST NO. 1: All policies of liability insurance identified in answer to interrogatory no. 4.

REQUEST NO. 2: Color copies of all photographs, pictures, diagrams or sketches identified in answer to interrogatory no. 5.

REQUEST NO. 3: Any and all videos of the scene and of the crash and of the vehicles involved in the crash that is the subject of this lawsuit.

REQUEST NO. 4: All automobile service, repair and/or maintenance records of any nature whatsoever, including, but not limited to, invoices, receipts and repair orders, that describe or in any way document the servicing, repairing or maintenance of the defendant's vehicle for any reason and at any time in the five (5) years prior to the motor vehicle crash.

REQUEST NO. 5: All automobile service, repair and/or maintenance records of any nature whatsoever, including, but not limited to, invoices, receipts and repair orders, that describe or in any way document the servicing, repairing or maintenance of the defendant's vehicle for any reason at any time since the motor vehicle crash up through the present time.

REQUEST NO. 6: All property damage documentation, including repair estimates and collision payments, with respect to any of the vehicles involved in the crash.


REQUEST NO. 7: Any written or transcribed or recorded statements identified in answer to interrogatory no. 2.

REQUEST NO. 8: Execute the attached cellular phone service authorization.

REQUEST NO. 9: Produce copies of all documents that in any way set forth any information or data retrieved from your vehicle's Event Data Recorder (EDR) following the crash.

Dated at Brookfield, Wisconsin this 18th day of September, 2018.

CANNON & DUNPHY, S.C.
Attorneys for Plaintiff(s)

By: 
Brett A. Eckstein
State Bar No. 1036964

P.O. ADDRESS:

595 North Barker Road
P. O. Box 1750
Brookfield, WI 53008-1750
(262) 796-3702
(262) 796-3712

CELLULAR TELEPHONE AUTHORIZATION

TO: _____

Cell Phone Number: _____

You are hereby authorized to give to Cannon & Dunphy, S.C., or their representative, any and all information which may be requested regarding my cellular telephone service, including contracts, bills, service, and any and all other documentation and/or memoranda, and to allow the law offices of Cannon & Dunphy, S.C., to examine any records which you may have and to take copies thereof, including photocopies, for the following time period:

December 29, 2015

A photocopy of this authorization shall be considered as valid as the original.

This authorization will remain in effect for one year.

Timothy J. LeBeau, Sr.

Subscribed and sworn before me
this ____ day of _____, 2018.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
CIVIL DIVISION

BRIAN D. WALKER,

Plaintiff,

and

CITY OF WEST ALLIS, and THE CINCINNATI
INSURANCE COMPANY, a foreign insurance
corporation,

Involuntary Plaintiffs,

v.

THE TRAVELERS INDEMNITY COMPANY,
a foreign insurance corporation, WINTER
SERVICES, LLC, a Wisconsin limited liability
Company, and TIMOTHY J. LEBEAU SR.,

Defendants.

Case No.:

Personal Injury-Auto: 30101

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO DEFENDANTS
PURSUANT TO SEC. 804.11, WIS. STAT., AND CORRESPONDING SET OF
WRITTEN INTERROGATORIES PURSUANT TO SEC. 804.08, WIS. STAT.**

REQUEST FOR ADMISSIONS

Pursuant to Wis. Stat. §804.11, the above-named plaintiff, by his attorneys, Cannon & Dunphy, S.C., requests that the defendants admit the following matters:

REQUEST NO. 1: That Brian D. Walker was not negligent in causing the collision that is the subject of this lawsuit.

REQUEST NO. 2: That Brian D. Walker was not negligent in causing his injuries sustained in the collision that is the subject of this lawsuit.

REQUEST NO. 3: That Timothy J. LeBeau, Sr. was negligent in the operation of the subject 2007 International heavy duty truck at the time of the collision that is the subject of this lawsuit.

REQUEST NO. 4: That Timothy J. LeBeau, Sr.'s negligence caused the collision that is the subject of this lawsuit.

REQUEST NO. 5: That Timothy J. LeBeau, Sr.'s negligence caused the injuries sustained by Brian D. Walker in the collision that is the subject of this lawsuit.

INTERROGATORIES

Pursuant to Wis. Stat. §804.08, the above-named plaintiff, by his attorneys, Cannon & Dunphy, S.C., requests that the defendants answer the following interrogatories:

INTERROGATORY NO. 1: If you have denied any of the requests for admission stated above, either in whole or in part, then:

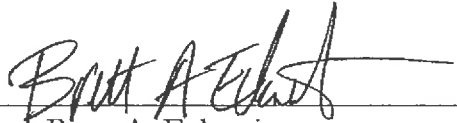
- (a) Set forth specifically each and every reason for denying the request;
- (b) Identify all documents and information that you relied or rely upon in supporting such denial; and
- (c) Identify, by first and last name, address and telephone number, each and every person consulted with in arriving at such denial.

INTERROGATORY NO. 2: If you deny any of the requests for admission stated above, either in whole or in part, on the basis that you lack sufficient information or knowledge to admit or deny, then identify each and every step taken by you to attempt to obtain the information or knowledge sufficient to allow you to answer said request for admission.

Dated at Brookfield, Wisconsin this 18th day of September, 2018.

CANNON & DUNPHY, S.C.

Attorneys for Plaintiff(s)

By: 
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