

15CV001747

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

RECEIVED

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
a foreign corporation
One State Farm Plaza
Bloomington, IL 61710
Plaintiff,

MAR - 5 2015

HON. MARY M. KUHN
CITY OF WEST ALLIS
CIVIL I

SUMMONS

PROPERTY DAMAGE - 30201
AMOUNT CLAIMED OVER \$5,000.00
Case No.

vs.

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

*3-5-15
11:10 AM
[Signature]*

Defendant.

FILED AND AUTHENTICATED
FEB 27 2015
JOHN BARRETT
Clark of Circuit Court

To each person named above as a defendant:

You are hereby notified that the plaintiff named above 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 N. 9th Street, Milwaukee, WI 53233, and to Mueller, Goss & Possi, S.C., plaintiff's attorney, whose address is 10425 W. North Avenue, Suite 248 - Fairview Building, Milwaukee, Wisconsin 53226. You may have an attorney help or represent you.

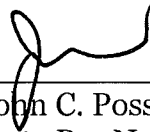
If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the

cc: AH 3-5-15

19-39681

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.

MUELLER, GOSS & POSSI, S.C.
Attorneys for Plaintiff
BY:



John C. Possi
State Bar No: 1009375

P. O. ADDRESS:

Suite 248 - Fairview Building
10425 W. North Avenue
Milwaukee, WI 53226
PHONE: (414) 278-0303

STATE OF WISCONSIN

CIRCUIT COURT

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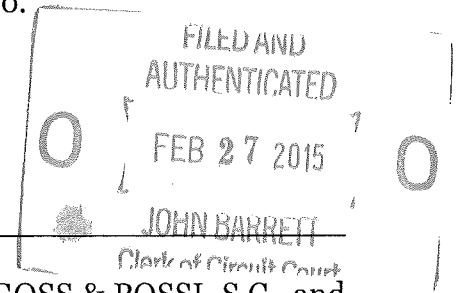
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
a foreign corporation
One State Farm Plaza
Bloomington, IL 61710
Plaintiff

vs.

COMPLAINT
PROPERTY DAMAGE - 30201
AMOUNT CLAIMED OVER \$5,000.00
Case No.

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

Defendant.



NOW COMES the plaintiff by its attorneys, MUELLER, GOSS & POSSI, S.C., and for its Claims for Relief against the defendants, alleges and shows to the Court as follows:

1. That the plaintiff, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, is a foreign corporation, with main offices located at One State Farm Plaza, Bloomington, IL 61710, and is generally engaged in the insurance business.
2. That the defendant, CITY OF WEST ALLIS, is a municipal entity, with main offices located at 7525 W. Greenfield Avenue, West Allis, WI 53214.
3. That on or about the 28th day of June, 2012, at or about W. Lapham Street and S. 74th Street, in the City of West Allis, County of Milwaukee, State of Wisconsin, Ronald G. Terkel was negligent in the operation of a garbage truck, causing damage and depreciation to the motor vehicle of plaintiff's insured in the sum of EIGHT THOUSAND FIFTY-EIGHT AND 50/100 (\$8,058.50) DOLLARS.

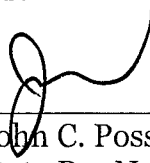
4. That upon information and belief, Ronald G. Terkel was operating a motor vehicle owned by the defendant, CITY OF WEST ALLIS, at all times material hereto, and was operating a vehicle as the agent, servant and/or employee of the defendant, CITY OF WEST ALLIS, and by virtue of the same, the defendant, CITY OF WEST ALLIS, is a proper party defendant to this action.
5. That at all times material hereto, the plaintiff's insured, CAROL POVLUCK, had a policy of collision insurance with the plaintiff; that by virtue of the policy of insurance, the plaintiff paid to the insured for property damages the sum of SEVEN THOUSAND THREE HUNDRED SEVENTEEN AND 10/100 (\$7,317.10) DOLLARS and recovered salvage in the sum of ONE THOUSAND FOUR HUNDRED TWENTY-FIVE AND NO/100 (\$1,425.00) DOLLARS, thereby incurring a net loss in the sum of FIVE THOUSAND EIGHT HUNDRED NINETY-TWO AND 10/100 (\$5,892.10) DOLLARS, and is fully subrogated to the rights of the insured.
6. That the insured, CAROL POVLUCK, has assigned the deductible portion of the policy of insurance to the plaintiff in the additional amount of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS.
7. That by virtue of the above described negligence, the insured, CAROL POVLUCK, sustained rental expenses; that the plaintiff had duly issued the insured a policy of insurance containing rental reimbursement coverage; that by virtue of the policy of insurance, the plaintiff paid the sum of FOUR HUNDRED NINETY-ONE AND 40/100 (\$491.40) DOLLARS to the insured for rental expenses and became fully subrogated to the rights of the insured and became entitled to indemnity by virtue of the payment.

8. That the plaintiff has complied with Section 893.80 (1) Wis. Stats. A Notice of Claim was served on the defendant, CITY OF WEST ALLIS, on August 12, 2014.

WHEREFORE, plaintiff demands judgment against the defendant for damages in an amount to be determined, together with costs, disbursements and other allowable relief.

A TRIAL BY A JURY OF TWELVE (12) IS DEMANDED

MUELLER, GOSS & POSSI, S.C.
Attorneys for Plaintiff
BY:



John C. Possi
State Bar No: 1009375

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