

STATE OF WISCONSIN

CIRCUIT COURT

FILED
MANITOWOC COUNTY

DEC 03 2015

ARGENT, A DIVISION OF WEST BEND)
N25 W23645 Watertown Road)
Waukesha, WI 53188)

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

Plaintiff,)

SUMMONS

v.)

Case No.: '15 CV 503

ELISABETH M. JOHNSON)
96 Breakers Bend Dr.)
Buchanan, TN 38222-4995)

Case Code: 30107

AMOUNT CLAIMED IS OVER

Involuntary plaintiff,)

\$5,000.00

&)

Process Server *RMP*
Date 12/17/15 Time 10 A.M. - P.M.
Served Upon Deborah Neuser
900 Quay Street, Manitowoc
 Personal Substitute
 Posted Corporate

MANITOWOC HOUSING AUTHORITY)
c/o City of Manitowoc - City Clerk)
900 Quay Street)
Manitowoc, WI 54220)

HOUSING AUTHORITY PROPERTY)
INSURANCE, A MUTUAL COMPANY)
Registered Agent Solutions, Inc.)
901 S Whitney Way)
Madison, WI 53711,)

RECEIVED

DEC 16 2015

CITY CLERKS OFFICE

MANITOU MANOR APARTMENTS)
1433 North Sixth Street)
Manitowoc, WI 54220)

and)

WESTERN PINES)
1434 Western Avenue)
Green Bay, WI 54303)

Defendants.)

FOR
FINANCE
then return
to Deb N to hold.

SUMMONS

THE STATE OF WISCONSIN

To Each Involuntary Plaintiff and Defendant named above:

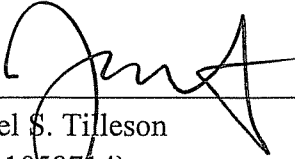
You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

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, 1010 S 8th Street #105, Manitowoc, Wisconsin 54220 and to FALK LEGAL GROUP, plaintiff's attorneys, whose address is 740 North Plankinton Avenue, Suite 800, Milwaukee, Wisconsin 53203. 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 this 30 day of November, 2015.

FALK LEGAL GROUP
Attorneys for Argent, A Division of West
Bend


By: Joel S. Tilleson
(SBN: 1058714)
Matthew R. Falk
(SBN: 1023040)

740 North Plankinton Avenue
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Milwaukee, WI 53203
Phone: (414) 316-2120
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DEC 03 2015

CLERK OF CIRCUIT COURT
MANITOWOC COUNTY, WI

ARGENT, A DIVISION OF WEST BEND)
N25 W23645 Watertown Road)
Waukesha, WI 53188)

Plaintiff,

) COMPLAINT

v.

) Case No.: 15CW 503

ELISABETH M. JOHNSON)
96 Breakers Bend Dr.)
Buchanan, TN 38222-4995)

) Case Code: 30107

) AMOUNT CLAIMED IS OVER
) \$5,000.00

Involuntary plaintiff,

&

MANITOWOC HOUSING AUTHORITY)
c/o City of Manitowoc – City Clerk)
900 Quay Street)
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HOUSING AUTHORITY PROPERTY)
INSURANCE, A MUTUAL COMPANY)
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901 S Whitney Way)
Madison, WI 53711,)

MANITOU MANOR APARTMENTS)
1433 North Sixth Street)
Manitowoc, WI 54220)

and

WESTERN PINES)
1434 Western Avenue)
Green Bay, WI 54303)

Defendants.

COMPLAINT

NOW COMES the Plaintiff, Argent, A Division of West Bend, by its attorneys, Falk Legal Group LLC, by Joel S. Tilleson, as and for its Complaint against the Defendants, alleges and shows to the Court as follows:

PARTIES

1. The plaintiff, Argent, A Division of West Bend (Argent), is a Wisconsin insurance company. Argent, at all times material hereto, provided workers compensation insurance coverage to Homecare Health Services, Inc. (Homecare Health).
2. Involuntary plaintiff, Elisabeth Johnson (Johnson), was an employee of Homecare Health acting within the scope of her employment at all times material hereto. Johnson received worker's compensation benefits from Argent in the amount set forth in Exhibit A.
3. The defendant, Manitowoc Housing Authority (MHA), is a domestic corporation. That at all times material hereto, upon information and belief, MHA was the owner in charge of, and with exclusive control over, the property located at 1433 North Sixth Street, Manitowoc, Wisconsin.
4. Defendant, Housing Authority Property Insurance, A Mutual Company (HAPI), is a foreign insurance corporation duly authorized to conduct business within the state of Wisconsin. On information and belief, HAPI had issued a policy of insurance to MHA, which provided coverage to MHA for claims such as those hereinafter set forth in this Complaint and which policy of insurance was in full force and effect at the time of the hereinafter described matter. In the contract of insurance, HAPI reserved the right to settle or adjust any claims arising thereunder and to defend any lawsuits instituted by virtue of any such claims. By virtue of this contract of insurance, HAPI is a proper party defendant herein.

5. Defendant, Manitou Manor Apartments (Manitou Manor), is a domestic corporation whose principal place of business is 1433 North Sixth Street, Manitowoc, Wisconsin 54220.
6. Defendant, Western Pines, is a domestic corporation whose principal place of business is 1434 Western Avenue, Green Bay, Wisconsin 54303. On information and belief, prior to January 5, 2015 and at all times material hereto, Western Pines was the management company for Manitou Manor Apartments.

GENERAL ALLEGATIONS

7. On January 5, 2015, Ms. Johnson was injured when she slipped and fell on a sidewalk owned and maintained by Manitou Manor Apartments. Johnson was on the premises of Manitou Manor Apartments in the scope of her employment with Homecare Health.
8. Ms. Johnson fell as a result of an accumulation of snow and ice.
9. As a result of this incident, as afore alleged, Johnson sustained permanent injuries resulting in past and future medical expenses, past and future pain and suffering, past and future wage loss, disability, humiliation, embarrassment, worry, and mental distress. Johnson also sustained loss of enjoyment of life, impairment of future earning capacity, and other compensable injuries.
10. Pursuant to a policy of insurance, the plaintiff paid worker's compensation benefits to the involuntary plaintiff in the amount of \$22,842.55 and is subrogated to all rights and claims Johnson may have against the defendants pursuant to Wis. Stat. §102.29.

FIRST CAUSE OF ACTION - NEGLIGENCE

11. Reallege and incorporate by reference all of the allegations of paragraphs 1-10 of the Complaint herein.
12. The defendants, by their employees, agents and representatives, failed to exercise ordinary care in directing proper maintenance, snow and ice removal of the subject sidewalk where Johnson was injured.
13. The defendants, by their employees, agents and representatives, were negligent in the manner in which they removed snow and ice and otherwise maintained the premises where Ms. Johnson was injured; and they were otherwise negligent.
14. The above and foregoing acts of negligence on the part of the defendants, by their employees, agents and representatives, were a direct and proximate cause of the Argent's claimed damages.
15. As a result of the negligence on the part of the defendants, by their employees, agents and representatives, the plaintiff sustained damages, as afore alleged.

SECOND CAUSE OF ACTION – VIOLATION OF WISCONSIN'S SAFE PLACE ACT

16. Reallege and incorporate by reference all of the allegations of paragraphs 1-15 of the Complaint herein.
17. The defendants, prior to and on January 5, 2015, were the owners and/or property managers of a public building and/or place of employment as defined under Wis. Stats. §101.01, and these defendants were an employer as defined under Wis. Stats. §101.01. The premises known as Manitou Manor, located at 1433 North Sixth Street, Manitowoc, Wisconsin, was prior to and on January 5, 2015 a public building and/or place of employment, owned, operated, maintained and controlled by the MHA and Western Pines.

18. The defendants, by their employees, agents and representatives, contrary to Wis. Stats. §101.11, were negligent in that they failed to:
- a. Furnish a place for employees and/or frequenters which was as safe as the nature of the place would have reasonably permitted as defined in Wis. Stats. §101.01.
 - b. That at the time of Ms. Johnson's injury, Ms. Johnson was a frequenter on the premises of the defendants, which were owned, operated, maintained and controlled as a public building and/or place of employment as defined under Wis. Stats. §101.01.
 - c. On January 5, 2015, the premises owned, operated, maintained and controlled as a place of employment and as a public building was unsafe and dangerous in condition. The defendants knew or should have known of the dangerous and unsafe condition. The defendants failed to furnish a place of employment and a public building that was safe for employees therein and for frequenters thereof, failed to adopt and use methods and processes reasonably adequate to render such employment and place of employment and public building safe, and failed to do every other thing reasonably necessary to protect the life, health, safety and welfare of such employees and frequenters. The defendants failed to construct, repair and/or maintain such place public building and/or place of employment as to render the same safe. The defendants had custody and control of the premises prior to and on January 5, 2015, and the defendants had sufficient time to correct such unsafe and dangerous conditions.
19. The foregoing acts of negligence on the part of the defendants, by their employees, agents and representatives, were the direct and proximate cause of the injuries sustained by Johnson and the damages paid by the plaintiff.
20. As a result of the negligence on the part of the defendants, as well as violation of Wis. Stat. §101.11, by their employees, agents and representatives, the plaintiff, Argent, sustained damages as afore alleged.

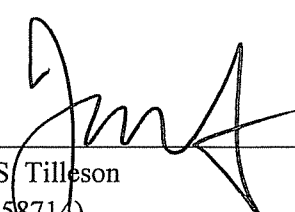
WHEREFORE, Argent demands judgment as follows:

- a. Damages in an amount to be determined by the Court against the defendants, jointly and severally, plus costs, fees, disbursements, and interest;
- b. A declaration of the rights, if any, of Elisabeth Johnson; and
- c. Any other relief the Court deems equitable and just.

**THE PLAINTIFF DEMANDS THAT THE ABOVE ENTITLED ACTION BE TRIED BY A
TWELVE PERSON JURY.**

Dated this 30 day of November, 2015.

FALK LEGAL GROUP
Attorneys for Argent, A Division of West Bend



By: Joel S. Tilleson
(SBN: 1058714)
Matthew R. Falk
(SBN: 1023040)

740 North Plankinton Avenue
Suite 800
Milwaukee, WI 53203
Phone: (414)316-2120
Fax: (414)316-2137

STATE OF WISCONSIN)

)) ss

MILWAUKEE COUNTY)

Joel S. Tilleson, first being duly sworn on oath, does hereby state that I am the attorney for the plaintiff and make this verification on behalf of and pursuant to the authorization of the plaintiff; that I have read and am familiar with the contents of the foregoing complaint and upon information and belief, state that said allegations are true; that the basis for this verification is derived from the books and records of the plaintiff which are in my possession.

JOEL S. TILLESON



Subscribed and sworn before me
this 30 day of November, 2015.



Katelyn Goll

Katelyn Goll, Notary Public, Milwaukee County, WI

My commission expires: October 30, 2018.