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02-22-2022
Anna Hodges
Clerk of Circuit Court
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Honorable Laura Gramling
Perez-32
Branch 32

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

TRIPLE CROWN, INC., d/b/a
BUCK BRADLEY, LLC
1019 N. Old World 3rd Street
Milwaukee, WI 53203,

Case No.
Case Code: 30106, 30303

Plaintiff,

vs.

AUTO-OWNERS INSURANCE
c/o CT Corporation System
301 S. Bedford Street, Suite 1
Madison, WI 53703,

Defendant.

COMPLAINT

Plaintiff Triple Crown, Inc., d/b/a Buck Bradley, LLC (Buck Bradley), by its attorneys, Gimbel, Reilly, Guerin & Brown LLP, complains against the above-named defendant as follows:

INTRODUCTION

1. Buck Bradley owns and operates restaurants and/or event/hospitality services in Milwaukee who were forced, by orders issued by the State of Wisconsin, Governor Evers and the City of Milwaukee, to cease or limit their operations - through no fault of their own - as part of governmental efforts to slow the spread of the COVID-19 global pandemic.

2. Auto-Owners Insurance (Auto-Owners) designed, marketed and sold "Tailored Protection Policies" to business owners like Buck Bradley to protect their business from events like these which threaten their livelihoods based on factors wholly outside of their control.

3. Buck Bradley purchased a "Tailored Protection Policy" from Auto-Owners that included coverage for the claims made in this case. In turn, Auto-Owners accepted these premiums.

4. When Buck Bradley made claims in accordance with the policy they purchased, Auto-Owners breached its obligations that it voluntarily undertook in exchange for Buck Bradley's premium payments by denying Buck Bradley's claims arising from the government-ordered interruption of their businesses.

5. Buck Bradley challenges not only Auto-Owner's decision to deny its claims, but also the practice of Auto-Owner's processing of claims arising from the government-ordered interruption of Buck Bradley's business, which insurance policies provided coverage for losses incurred due to a "necessary suspension" of the operations, including when their businesses were forced to close or limit operations due to a government order.

6. Auto-Owners waited until after it designed and drafted an insurance policy, after it collected Buck Bradley's premiums, after a pandemic struck and after the resulting closure orders caused catastrophic business losses to Buck Bradley, to try to limit its claim exposure after the fact.

7. Prior to the pandemic, Auto-Owners was a participant in the insurance industry which has created specific exclusions for other pandemic-related losses under

similar commercial property policies. Indeed, if a virus could never result in a “physical loss” to property, there would be no need for such an exclusion. Moreover, Auto-Owner’s assertions in its attempts to limit coverage ignore the fact that its policies promised to provide coverage for losses incurred due to the government actions “taken in response to dangerous physical conditions,” even if those dangerous physical conditions cause damage to property at locations other than those insured under their policies.

8. Upon information and belief, Auto-Owners has used its superior financial position to unfairly deny many policyholders across the country, including Buck Bradley, related to claims associated with Business Interruption Claims.

PARTIES

9. Plaintiff Triple Crown, Inc., d/b/a Buck Bradley, LLC, is a domestic corporation duly authorized to conduct business in the State of Wisconsin with its principal place of business located at 1019 N. Old World 3rd Street, Milwaukee, Wisconsin 53203, and is in the restaurant and bar business. Triple Crown, Inc.’s registered agent for service of process is Walter Paget, 1019 N. Old World 3rd Street, Milwaukee, Wisconsin 53203.

10. Defendant Auto-Owner’s is a foreign corporation duly authorized to conduct business in the State of Wisconsin with its principal place of business located at 6101 Anacapri Boulevard, Lansing, Michigan 48917, and is in the Business Interruption Insurance business. Auto-Owner’s registered agent for service of process is CT Corporation System, located at 301 S Bedford Street, Suite 1, Madison, Wisconsin 53703.

11. Upon information and belief, Auto-Owners is in the business of issuing “Tailored Protection” insurance policies, which purportedly provide for indemnification for property damage to real and personal property caused by covered losses. At all times material hereto, and specifically in 2020, Auto-Owners had issued an insurance policy to Buck Bradley providing coverage for certain losses to its real and personal property which policies were in full force and effect in 2020. Auto-Owners is therefore obligated under the terms of these policies and is a proper party defendant in this matter.

FACTS COMMON TO ALL CLAIMS

The Policy

12. Buck Bradley contracted with Auto-Owners for insurance coverage for “Tailored Protection Policy.” In exchange for costly premiums, Auto-Owners promised to indemnify Buck Bradley for various losses including, but not limited to, “property damage” losses, “Business Income” losses, “Extended Business Income” losses, “Extra Expenses,” and “civil authority” losses. This contract was memorialized in a Commercial Property Coverage Policy (the Policy). A copy of the Policy is attached as Exhibit 1.

13. The Policy does not exclude losses from civil authority or damages caused by ordinances or laws enacted in response to pandemics. Thus, the Policy purchased by Buck Bradley covers losses caused by pandemics, such as COVID-19, and/or from governmental orders issued to promote the public health during that same time.

14. In addition to property damage losses, Auto-Owners also agreed to pay for the actual loss of “Business Income” sustained by Buck Bradley “due to the necessary suspension” of Buck Bradley’s operations during the “period of restoration.”

15. Per the Policy, "Business Income" means:
- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - (b) Continuing normal operating expenses incurred, including payroll.

16. With respect to the business income losses, "suspension" means:
- (a) The slowdown or cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

17. Per the Policy, Auto-Owners is to pay for "direct physical loss of or damage to property at premises . . . caused by or resulting from any Covered Cause of Loss." "Covered Cause of Loss" refers to both the physical buildings and personal property. The Policy defines "Covered Cause of Loss" as "Risks Of Direct Physical Loss" unless the loss is excluded in the Policy.

18. Per the Policy, Auto-Owner's is to pay for any "actual loss of Business Income [Buck Bradley] sustain due to the necessary suspension of 'operations' during the 'period of restoration.'" The Policy defines "Business Income" as:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

19. Per the Policy, Auto-Owner's is to pay for any "Extra Expense" incurred throughout the "period of restoration" that Buck Bradley "would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss." The Policy states it will pay any Extra Expense to:

- (a) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (b) Minimize the "suspension" of business if [Buck Bradley] cannot continue "operations."

The Policy states Auto-Owner's will also pay any Extra Expense necessary to "repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form."

20. Per the Policy, Auto-Owner's is to pay for the actual loss of Business Income Buck Bradley sustains and any necessary Extra Expense "caused by action of civil authority that prohibits access to the described premises . . ." The Policy does not expressly define "Civil Authority."

21. Each of the above-listed premises is covered under the Policy.

22. The Policy also provided coverage for some Property while in transit or temporarily off-premises.

23. Upon information and belief, Auto-Owner's accepted Buck Bradley's premium payments either with no intention of providing coverage due to direct physical loss and/or from closure caused by law or ordinance due to a pandemic, or with the pandemic upon it, Auto-Owner's would decide to deny claims that insureds would reasonably expect to be covered.

The Premises and Properties

24. Triple Crown, Inc., d/b/a Buck Bradley, LLC, is a bar and restaurant known as "Buck Bradley's Saloon & Eatery" and is located at 1019 N. Old World Third

Street, Milwaukee, Wisconsin 53203. Prior to the COVID-19 pandemic, Buck Bradley, LLC, had regularly scheduled hours of operations with a full dining room and bar that were open for business to the public.

The COVID-19 Pandemic

25. On or about March 11, 2020, the World Health Organization (WHO) officially classified COVID-19 as a pandemic.¹ The following day, Governor Evers declared a Public Health Emergency in Wisconsin.² On or about March 25, 2020, the State of Wisconsin began operating under Governor Evers' "Safer at Home" order, which ceased operations of any "non-essential" business, prohibited any gatherings of individuals who "are not part of a single household," and ordered individuals to only perform "minimum basic operations."³ Governor Evers later extended the "Safer at Home" order to last until May 26, 2020.⁴

26. On or about May 14, 2020, the City of Milwaukee Health Department issued an Order and Public Health Plan⁵ that addressed the reopening and establishment of certain business practices and use of property.

¹ *WHO Director-General's opening remarks at the media briefing on COVID-19*, World Health Organization (March 11, 2020) at <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>.

² *Gov. Evers Declares Public Health Emergency Due to COVID-19*, Office of the Governor, State of Wisconsin (March 12, 2020) at <https://content.govdelivery.com/accounts/WIGOV/bulletins/280ac92>.

³ *Emergency Order #12, Safer at Home Order*, Department of Health Services, State of Wisconsin (March 24, 2020) at <https://evers.wi.gov/Documents/COVID19/EMO12-SaferAtHome.pdf>.

⁴ *Emergency Order #12, Safer at Home Order*, Department of Health Services, State of Wisconsin (April 16, 2020) at https://content.govdelivery.com/attachments/WIGOV/2020/04/16/file_attachments/1428995/EMO28-SaferAtHome.pdf.

⁵ *Order #1, COVID-19 Public Health Plan for the City of Milwaukee*, City of Milwaukee Health Department (May 14, 2020,) at <https://www.documentcloud.org/documents/6890535-Moving-Milwaukee-Forward.html>

27. As it related to restaurants, the City of Milwaukee Health Department addressed the use of restaurant property as follows:

h. Restaurants. Restaurants may remain open only if they remain in compliance with the following:

- i. Restaurants may remain open for food take-out or delivery service only;
- ii. Alcohol sales shall comply with Section 2(i) below;
- ii. Customers may enter the above establishments only for the purpose of ordering, pick-up, and paying for food or beverages or both;
- iv. No seating may be provided;
- v. Food and drink may not be consumed on premises, either indoors or outdoors;
- vi. Establishments shall comply with Physical Distancing to the extent possible and Protective Measure Requirements among all individuals on the premises;
- vii. Restaurants shall cease any self-service operations of salad bars, beverage stations, and buffets, and
- viii. Customers are prohibited from self-dispensing any unpackaged food or beverage

Id. at p. 4-5. (Emphasis added.)

28. Moreover, in the same order, the City of Milwaukee ordered that all “Places of Public Amusement and Activity” remain closed except for the purposes and conditions stated. *Id.* at p. 9. Specifically, the order stated that:

Whether indoors or outdoors, places of public amusement and activity shall remain closed, including but not limited to the following: stadiums, amusement parks, conference centers, carnivals ... fairs... movie and other theaters, concert and concert halls, country clubs other than for the purpose of facilitating activities allowed under 2(k) including golfing or use of driving ranges, social clubs, miniature golf, and gyms and fitness centers.

Id.

29. The City of Milwaukee also included restrictions as to “Gatherings” and required COVID-19 mitigation strategies including, but not limited to, size limitations of ten individuals or less, requiring food or beverage offerings to be provided in pre-

packaged boxes or bags and prohibiting buffet or family-style meals, as well as compliance with physical distancing and protective measure requirements. *Id.* at 8.

30. As a result of these orders and by no fault of their own, Buck Bradley were forced to cease and otherwise drastically limit their operations and deal with the lost use of their premises and properties.

31. As stated above, prior to the COVID-19 pandemic, Buck Bradley, had regularly scheduled hours of operation with a full dining room and bar that were open for business to the public on its property. After Governor Evers' and the City of Milwaukee's orders, Buck Bradley lost use and access to premises and properties it operated. These limitations continued and changed throughout the COVID-19 pandemic as guidelines and orders were modified to include social distancing limitations and crowing gathering limitations, all of which restricted the use of Buck Bradley's property.

The Effects of SARS-CoV-2 and COVID-19 on People and Property

32. COVID-19 poses multiple health risks, and “[i]n severe cases, COVID-19 can cause fatal acute respiratory distress syndrome, cardiomyopathy, sepsis, pneumonia, and acute kidney injury. Stroke and venous thromboembolism have been recently reported in younger adult cases.”⁶ To avoid these risks, identification of each case in combination with isolation and quarantine is vital. *Id.* at ¶25. Of utmost importance is the practice of physically distancing from other humans. See *id.* at ¶¶27, 37-38. It is

⁶ Affidavit of Ryan P. Westergaard (April 28, 2020), ¶20 at https://content.govdelivery.com/attachments/WIGOV/2020/04/28/file_attachments/1438404/Westergaard%20Affidavit%20signed.pdf.

recommended that individuals stay at least six feet from one another, and there is evidence that doing so helps prevent the spread of COVID-19: “[d]ata from the current pandemic provide evidence that social distancing interventions effectively reduce virus transmission.” *Id.* at ¶¶ 27, 38.

33. As of February 4, 2022, there have been 1,504,614 confirmed cases of COVID-19 in Wisconsin, 11,293 of which have resulted in death, and 255,531 confirmed cases in Milwaukee County alone.⁷

34. COVID-19 can spread through various channels. While human-to-human contact is the most common way to spread the virus, the virus can also be easily transmitted via surfaces. An individual can contract COVID-19 “by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes . . .”⁸

35. The Wisconsin Economic Development Corporation has provided guidance for various industries regarding reopening during COVID-19, including the food service industry. The guidance includes but is not limited to:

- “Sanitize high-contact areas in the front and back of the establishments (for example, doorknobs, buttons, cooler doors, shopping carts/baskets and check-out counters) every two hours, or after each user if feasible. Sanitize tables and seating after each guest.”
- “Use disposable menus or sanitize menus after each use.”

⁷ COVID-19: *County Data, Cases and deaths by county*, Wisconsin Department of Health Services, <https://www.dhs.wisconsin.gov/covid-19/county.htm#case%20death> (last updated Feb. 4, 2022); and *Wisconsin COVID-19 map: What do the trends mean for you?*, Mayo Clinic, <https://www.mayoclinic.org/coronavirus-covid-19/map/wisconsin>.

⁸ <https://www.cdc.gov/coronavirus/2019-ncov/faq.html#:~:text=It%20may%20be%20possible%20that,way%20the%20virus%20spreads>.

- “Use gloves to avoid direct bare hand contact with ready-to-eat foods or unwrapped single-use items such as straws, stir sticks or toothpicks.”
- “Wrap food containers to prevent cross-contamination.”
- “Use rolled silverware/napkins stored in sealed bags. Staff will roll silverware in designated sanitary areas. Do not preset silverware. Once removed from the sealed bags, utensils may not be reused, even if they have not been unwrapped.”
- “Install physical barriers such as sneeze guards and partitions at cash registers, bars, host stands and other areas where maintaining physical distance of six feet is difficult.”
- “When exchanging paper and coin money, do not touch your face afterward. Ask customers to place cash on the counter rather than directly into your hand. Place money on the counter, not in hand, when providing change back to customers. Clean counter after each customer at checkout.”
- “Any indoor or outdoor waiting area must be marked to enforce social distancing standards.”
- “Dining rooms should maintain six feet between tables. When possible, physical barriers made of plastic or similar solid material should separate tables/booths. Tables and booths that are not compliant should be clearly signed and blocked off (*i.e.*, with visible tape) across seats and tables.”⁹

36. To protect both employees and patrons, Buck Bradley purchased buffet plexiglass for all of their serving stations for all catering events, removed fifty percent of tables and seating at all locations, and continually purchased additional cleaning supplies, masks and other PPE gear as the pandemic continued.

⁹ *Wisconsin Guidance on Preparing Workplaces for COVID-19: Restaurants, Food Service, and Bars*, Wisconsin Economic Development Corporation at <https://wedc.org/wp-content/uploads/2020/08/COVID-19-Restaurants-and-Food-Service-Guidelines.pdf>.

37. According to the CDC, “[i]t may be possible that a person can get COVID-19 by *touching a surface or object that has the virus on it* and then touching their own mouth, nose, or possibly their eyes . . . ”¹⁰

38. According to the National Institute of Health, “people may acquire [COVID-19] through the air and after touching contaminated objects,” and can also contract the virus by touching a contaminated surface and subsequently touching one’s face.¹¹ Upon information and belief, when individuals carrying SARS-CoV-2 virions breathe, talk, cough, or sneeze, they expel aerosolized droplet nuclei that remain in the air, accumulate in buildings and make the premises unsafe and unusable.

39. Finally, according to Hartford HealthCare, “[t]ouching a viral droplet on a surface, then touching your face (mouth, nose or eyes), can also cause an infection. These are the only entry points for the virus, which explains why medical experts are urging people to practice social distancing, wash hands or use a hand sanitizer (at least 60% alcohol) frequently and regularly disinfect hard surfaces high-traffic areas in the home, like the kitchen.”¹²

¹⁰ *Food Safety and Coronavirus Disease 2019 (COVID-19)*, Centers for Disease Control and Prevention at <https://www.cdc.gov/foodsafety/newsletter/food-safety-and-Coronavirus.html> (emphasis added).

¹¹ *Study suggests new coronavirus may remain on surfaces for days*, National Institute of Health (March 24, 2020) at <https://www.nih.gov/news-events/nih-research-matters/study-suggests-new-coronavirus-may-remain-surfaces-days>.

¹² *These Are the Ways COVID-19 is Transmitted (Or Not)*, Hartford HealthCare (March 12, 2020) at <https://hartfordhealthcare.org/about-us/news-press/news-detail?articleid=24686&publicId=395>.

40. Research indicates that COVID-19 strains physically infect surfaces and can stay alive on surfaces for up to twenty-eight days.¹³ This renders property exposed to COVID-19 both unsafe and dangerous.

41. Upon information and belief, the scientific community has confirmed that SARS-CoV-2 virions and COVID-19 alter the conditions of properties.

42. Upon information and belief, physical loss and damage to property result because SARS-CoV-2 virions have a corporeal existence and are contained in respiratory droplets. Once expelled from infected individuals, these droplets adhere to surfaces and objects and physically change these once safe surfaces into "fomites." Fomites are objects, previously safe to touch, that now serve as a vehicle for transmissions of SARS-CoV-2 virions. Fomites physically change the air, airspaces, property and property surfaces by becoming a part of the air or property. This physical change makes contact with the affected surfaces unsafe and potentially deadly. The physical change of the affected surface or material causes tangible and severe property loss and damage. The properties are unusable, dangerous, and cannot be used unless and until the COVID-19 related conditions are fully rectified.

43. Contamination of Buck Bradley by COVID-19 would be a direct physical loss of covered property. The continuous presence of COVID-19 on and/or around Buck Bradley' premises rendered Buck Bradley' property and premises it uses unsafe and unfit

¹³ Covid virus 'survives for 28 days' in lab conditions, BBC News (October 11, 2020) at <https://www.bbc.com/news/health-54500673#:~:text=The%20virus%20responsible%20for%20Covid,for%20far%20longer%20than%20thought>.

for their intended use and has caused physical property damage and/or loss as defined by the Policy.

44. At the time, pursuant to Governor Evers' "Safer at Home" order, a civil authority per the Policy, each of Buck Bradley' above-listed properties closed in its entirety and ceased all operations on or about March 25, 2020.

Buck Bradley' Losses

45. In total, Buck Bradley' net income is down a substantial monetary amount from the same time period in 2019.

46. While Buck Bradley have been able to slowly and partially reopen as time goes on, they continue to endure event cancellations and lower profits.

47. In order to protect themselves from these unforeseen and unpreventable closures, Buck Bradley purchased the Policy from Auto-Owners.

48. In May 2020, Buck Bradley submitted a notice of claim to Auto-Owners regarding its losses due to COVID-19. Auto-Owners subsequently denied Buck Bradley's claim and refused any payment.

49. Auto-Owners erroneously denied indemnifying Buck Bradley.

50. Since that time, Buck Bradley has incurred expenses, including but not limited to losses from business income, additional operating expenses, as well as expenses and liabilities pursuing its insurance claim, and other matters all to their damage in an amount to be determined at trial.

51. Auto-Owner's failure to pay the claims has caused severe financial distress to Buck Bradley, which is intentional on the part of Auto-Owner's and constitutes a disregard of its legal rights pursuant to the contract of insurance Buck Bradley purchased.

FIRST CLAIM FOR RELIEF
Breach of Contract

52. Buck Bradley hereby realleges and incorporates by reference as if fully set forth herein each and every allegation contained in paragraph nos. 1-51 of this complaint.

53. By failing to pay the damages requested by Buck Bradley pursuant to the Policy, Auto-Owner's materially breached its contract of insurance with Buck Bradley without any legal basis to do so.

54. The breach of contract as alleged resulted in consequential damages which Auto-Owner's is obligated to pay. Buck Bradley has performed all of its obligations pursuant to the contract.

55. As a direct and proximate result of Auto-Owner's conduct, Buck Bradley has sustained damages in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF
Declaratory Judgment

56. Buck Bradley hereby realleges and incorporates by reference as if fully set forth herein each and every allegation contained in paragraph nos. 1-55 of this complaint.

57. The Policy is a contract under which Buck Bradley paid substantial premiums to Auto-Owner's in exchange for indemnification in instances such as COVID-19.

58. As alleged above, Buck Bradley's total income losses are a substantial monetary amount from the same period last year. Auto-Owner's has refused to indemnify Buck Bradley for its losses in accordance with its policy obligations.

59. An actual and justiciable controversy exists as to Buck Bradley's right to indemnification.

60. Buck Bradley seeks a declaratory judgment to declare that COVID-19 and its effects and Governor Evers' orders fall within the Policy's definition of property damage and/or civil authority in accordance with caselaw as well as generally accepted insurance contract interpretation principles.

61. Buck Bradley further seeks a declaratory judgment to declare that Auto-Owner's is obligated to pay Buck Bradley for the full amount of the losses incurred in connection with covered business losses.

THIRD CLAIM FOR RELIEF Bad Faith

62. Buck Bradley hereby realleges and incorporates by reference as if fully set forth herein each and every allegation contained in paragraph nos. 1-61 of this complaint.

63. Upon information and belief, Auto-Owner's has arbitrarily and intentionally denied claims without adequate factual or legal basis.

64. The actions of Auto-Owner's were taken in disregard of Buck Bradley's rights and Auto-Owner's has breached its duty of good faith and fair dealing required under the law and the Wisconsin Administrative Code.

65. Upon information and belief, Auto-Owner's committed bad faith in the following ways:

- a. Failing to fully, fairly, and promptly investigate Buck Bradley's claims;
- b. Unreasonably denying or withholding payments under the policies;
- c. Engaging in a pattern and practice of illicit claim practices;
- d. Failure to provide a reasonable explanation and accurate explanation on the basis of denials;
- e. Otherwise acting in bad faith.

66. The actions of Auto-Owner's constitute bad faith and have resulted in extra-contractual damages to which Buck Bradley is entitled.

67. As a direct and proximate result of Auto-Owner's conduct, Buck Bradley has sustained damages in an amount to be determined at trial, including attorney fees.

**FOURTH CLAIM FOR RELIEF
Punitive Damages**

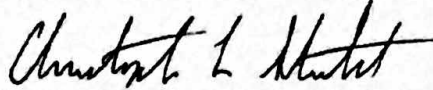
68. Buck Bradley hereby realleges and incorporates by reference as if fully set forth herein each and every allegation contained in paragraph nos. 1-67 of this complaint.

69. Auto-Owner's acted intentionally and in malicious disregard of Buck Bradley's rights contrary to section 895.043(3), *Stats.* Buck Bradley is therefore entitled to punitive damages in an amount to be determined at trial.

WHEREFORE, Buck Bradley demands judgment against Auto-Owner's pursuant to the terms of the insurance policy, monetary judgment in an amount to be determined at trial, plus costs, disbursements, attorney fees, post-judgment interest and any other relief which this Court deems just and equitable.

Dated this 21st day of February, 2022.

GIMBEL, REILLY, GUERIN & BROWN

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