

FILED
08-12-2025
Anna Maria Hodges
Clerk of Circuit Court
2025CV006929
Honorable J. D. Watts-15
Branch 15

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

ESTATE OF RICHARD DUJARDIN,
by its Executrix and in her own capacity, Rose-Marie Dujardin, and
ROSE-MARIE DUJARDIN, individually,
129 Hillside Avenue,
Providence, Rhode Island 02906,

Plaintiffs,

Case No. _____

Class Code: 30105

v.

BLOOM COMPANIES, LLC,
Registered Agent: Mathew P. Tharaniyil,
10501 W Research Drive #100,
Milwaukee, Wisconsin 53226,

LIBERTY INSURANCE UNDERWRITERS INC. d/b/a IRONSHORE,
Registered Agent: Corporation Service Company,
33 E Main Street #610,
Madison, Wisconsin 53703,

HNTB CORPORATION,
Registered Agent: Cogency Global Inc.,
100 Wilburn Road #100,
Sun Prairie, Wisconsin 53590,

ABC INSURANCE COMPANY,
a fictitious insurance company,

EDWARD KRAEMER & SONS,
Registered Agent: Scott Peterson,
One Plainview Road,
Plain, Wisconsin 53577,

DEF INSURANCE COMPANY,
a fictitious insurance company,

FAITH TECHNOLOGIES, INC. d/b/a TOWN & COUNTRY ELECTRICAL,
Registered Agent: Cogency Global Inc.,
100 Wilburn Road #100,
Sun Prairie, Wisconsin 53590,

GHI INSURANCE COMPANY,
a fictitious insurance company, and

CITY OF MILWAUKEE,
200 E Wells Street,
Milwaukee, Wisconsin 53202, and

DANTE HAMILTON,
200 E Wells Street,
Milwaukee, Wisconsin 53202,

Defendants.

COMPLAINT

COME NOW the plaintiffs, Estate of Richard Dujardin by its Executrix and his widow, Rose-Marie Dujardin, and Rose-Marie Dujardin individually, by and through their attorneys, Urban & Taylor s.c., and as for their Complaint against the defendants, allege and state as follows:

PARTIES

1. Plaintiff, Estate of Richard Dujardin (hereinafter "Richard"), is a proper party plaintiff by Wisconsin Statute by its duly appointed Executrix, Rose-Marie Dujardin, and in her own capacity pursuant to Wisconsin Statute, to bring the wrongful death and survivorship claims of Richard Dujardin as set forth herein. At the time of his death, Richard Dujardin was a father of six adult children and grandfather of twelve, and a retired journalist with the Providence Journal.
2. Plaintiff, Rose-Marie Dujardin (hereinafter "Rose-Marie"), is the widow of Richard Dujardin and she is an adult resident of the State of Rhode Island and resides at the above address. She is also a proper party plaintiff by Wisconsin Statute to bring wrongful death and survivorship claims of her own and on behalf of her deceased husband, as well as her

deceased husband as part of an estate, and she is also making claims in her own capacity in addition to wrongful death and related claims including her claims for bystander emotional distress.

3. Defendant, Bloom Companies, LLC (hereinafter "Bloom"), is a consulting engineering company doing business in the State of Wisconsin with its principal place of business and corporate offices in Milwaukee with a registered agent at the address set forth in the caption. At all times relevant hereto, defendant Bloom engaged in the ownership and operation of a business in Wisconsin. Upon information and belief, at all times relevant hereto, Bloom contracted as a paid consultant with the City of Milwaukee on the redesign and rehabilitation of the Kilbourn Avenue Bridge owned and operated by the City of Milwaukee including but not limited to the design and development and determination of the remote operating systems including cameras and cabling for the operation of the drawbridge remotely via these systems.
4. Defendant, Liberty Insurance Underwriters Inc. d/b/a Ironshore (hereinafter "Ironshore"), is a foreign insurance company engaged in the business of selling liability insurance with its registered agent set forth in the above caption and its principal place of business in Massachusetts. Upon information and belief, said Defendant issued a policy of liability insurance to defendant Bloom, which policy provided for coverage to it for claims such as those set forth in this Complaint. Upon information and belief, said policy was in full force and effect during the occurrences hereinafter stated. Pursuant to Wis. Stat. § 803.04(2), Ironshore is a proper party to this action.
5. Defendant, HNTB Corporation (hereinafter "HNTB"), is a consulting engineering company doing business in the State of Wisconsin with its principal place of business and

corporate offices in Kansas City, MO with a registered agent at the address set forth in the caption. At all times relevant hereto, defendant HNTB engaged in the ownership and operation of a business in Wisconsin. Upon information and belief, at all times relevant hereto, HNTB sub-contracted through defendant Bloom as a paid consultant with the City of Milwaukee on the redesign and rehabilitation of the Kilbourn Avenue Bridge owned and operated by the City of Milwaukee including but not limited to the design and development and determination of the remote operating systems including cameras and cabling for the operation of the drawbridge remotely via these systems.

6. Defendant, Edward Kraemer & Sons, Inc. (hereinafter "Kraemer"), is a general contractor in construction doing business in the State of Wisconsin with its principal place of business and corporate offices with a registered agent at the address set forth in the caption. At all times relevant hereto, defendant Kraemer was awarded the contract as general contractor for the redesign and rehabilitation project for the Kilbourn Avenue Bridge owned and operated by the City of Milwaukee including but not limited to the installation of the design and development of the remote operating systems including cameras and cabling for the operation of the drawbridge remotely via these systems.

7. Defendant, Faith Technologies, Inc. d/b/a Town & Country Electric (hereinafter "Town & Country"), is an electrical contractor in construction doing business in the State of Wisconsin with its principal place of business and corporate offices with a registered agent at the address set forth in the caption. At all times relevant hereto, defendant Town & Country was awarded the electrical sub-contract for the redesign and rehabilitation project for the Kilbourn Avenue Bridge owned and operated by the City of Milwaukee including but not limited to the design and development and determination of the remote

operating systems including cameras and cabling for the operation of the drawbridge remotely via these systems.

8. Defendant, City of Milwaukee (hereinafter "Milwaukee"), is a municipal corporation in the State of Wisconsin with its principal offices at the address set forth in the caption. At all times relevant hereto, defendant Milwaukee owned and operated the Kilbourn Avenue Bridge and participated in its redesign and rehabilitation by contracting with professional consultants, Bloom and HNTB, and contractors, Kraemer and Town & Country, for the design and development and determination of the remote operating systems including the cameras and cabling for the operation of the drawbridge remotely via these systems, and Milwaukee relied upon these paid consultants and contractors for the implementation and construction and safety of these systems.
9. Defendant Dante Hamilton (hereinafter "Hamilton"), is an adult resident of the State of Wisconsin and was the remote bridge operator for defendant Milwaukee who raised the bridge while Richard Dujardin was walking across as set forth in this complaint.
10. Defendants, ABC, DEF, GHI Insurance Companies, are fictitiously named insurance companies engaged in the business of selling liability insurance. Upon information and belief, these insurance companies issued a policies of liability insurance to the defendants above, which would provide coverage to it for claims such as those set forth in this Complaint. Upon information and belief, said policies were in effect during the occurrence hereinafter described. Pursuant to Wis. Stat. § 803.04(2), these insurance companies are proper parties.

FACTS

11. Plaintiffs reallege and reincorporate any and all preceding paragraphs as though fully restated herein.
12. Upon information and belief, as early as 2004 defendant Milwaukee retained the services of defendant Bloom as a consulting for the restoration of the Kilbourn Avenue Bridge, and in turn Bloom subcontracted with defendant HNTB for this project including but not limited to the redesign and rehabilitation of the remote operating systems including cameras and cabling including but not limited to the design and development and determination of the remote operating systems including cameras and cabling for the operation of the drawbridge remotely via these systems.
13. Upon information and belief, the Three-Party Design Engineering Services Contract between the City of Milwaukee and Bloom Consultants, LLC and HNTB as subcontractor set forth the responsibilities of defendants Bloom and HNTB for the following: "Performance of an in-depth inspection of the West Kilbourn Avenue Bascule Bridge over the Milwaukee River for condition to determine the need for renovation or replacement of the various structural, mechanical and electrical components, and renovation of the Bridge houses, with all findings summarized in a report" and "The consultant shall disclose its findings of the inspection in this report. This report will be used by the municipality to finalize the scope of services for a second design services contract." Attached hereto and incorporated herein as Exhibit "A" is a true and correct copy of this contract and related documents.
14. Upon information and belief, defendant Bloom proposed to sublet the following services to defendant HNTB: "Machinery and electrical components inspection and pertinent

report preparation articles to HNTB corporation with an office in Milwaukee, Wisconsin.”

15. Upon information and belief, a second Three-Party Design Engineering Services Contract between Milwaukee and defendants Bloom and HNTB was executed for completion by December 31, 2007: “The municipality proposes a transportation improvement project described as follows: Rehabilitation design for the West Kilbourn Avenue Bascule Bridge over the Milwaukee River, including renovation or replacement of the various architectural, structural, mechanical and electrical components, and renovation of the bridge houses.” See also Exhibit “A.” The cost of these consulting services reached well over \$1 million dollars per the design consulting services contract.
16. Upon information and belief, as part of the design services by defendants Bloom and HNTB, the following recommendations were made as professional consultants to the City of Milwaukee so that it could send the project out to bid and retain the services of the appropriate contractors and subcontractors:
 - a. A CCTV cameras system to enable the remote control system; and
 - b. A fiber optic cable network under the river to connect the CCTV cameras to the remote operation bridge control system at the Water Street Bridge.
17. Upon information and belief, the consultants at defendant Bloom including Mathew Tharaniyil, P.E./Robert Wysocki, P.E. and defendant HNTB including Gary Peters, P.E. determined and advised defendant Milwaukee to place the CCTV cameras on existing east and west facing utility poles rather than on the original bridge tender turrets that were designed for the viewing of the pedestrian, vehicle and boat traffic at and around this bridge, and defendants Bloom and HNTB also rejected the implementation of new

poles for the purpose of providing safer viewing placement of angles and activity at and around this bridge. Attached hereto and incorporated herein as Exhibit "B" is a series of emails and other documents regarding the CCTV camera system and fiber optics cabling systems.

18. Upon information and belief, as part of the design process, defendants Bloom and HNTB determined in part that: "The control cable will be provided with one and a quarter inch duct within the cable for the use of CCTV conductors, intercom, conductors, and other specialized conductors as needed by the city." See Exhibit "B."
19. Upon information and belief, defendants Bloom and HNTB signed off on the plan to use the CCTV cameras mounted on the existing east and west utility poles rather than providing consulting services for the correct placement thereof.
20. Upon information and belief, at no time during the design phase of this project did defendants Bloom and HNTB, or defendant Milwaukee, engage the services of any audio visual technology professional regarding the CCTV cameras, fiber optics cables, or any other audio visual services and no member of the design team had such professional designation, training or experience.
21. Upon information and belief, defendants Bloom and HNTB as part of their design inspection of the proposed CCTV system knew or should have known that they did not have the appropriate professionals on the design team to determine the compatibility and capability of the cameras and whether there would be potential conflicts with the cabling and the overall remote operating system, and instead chose to develop a design that was devoid of any of those safety features or concerns, and they did so knowingly by only

- relying on information from City of Milwaukee public works employees as to the existing features of the poles and ducts and placement.
22. Upon information and belief, defendants Bloom and HNTB made assumptions, without knowledge, about whether the new CCTV cameras would have pan/tilt/zoom features and thus did not incorporate such features into the ultimate design plans for this project.
23. Upon information and belief, defendants Bloom and HNTB entered into an agreement regarding this project that included specific determinations about the recommendations to defendant Milwaukee including:
- a. A list of deficiencies will be prepared for structural, architectural, electrical and mechanical systems; and
 - b. Preliminary recommendations for repair, rehabilitation, or replacement of components and systems will be discussed.
24. Upon information and belief, that contract required in part that the final electrical rehabilitation design control system to: "Include with the new control system, provision to operate the bridge from a remote location. The remote operation will duplicate all functions of the primary control system, with the exception of the auxiliary backup control system, which will only be functional from the Kilbourn Bridge site only. The remote control system will include a CCTV system and enter communication system between the Kilbourn Avenue Bridge and the remote site." See Exhibit "B."
25. Upon information and belief, that contract specifically required a design of a remote contrail system that should:
- a. Provide a remote control system that will permit operation of the Kilbourn Avenue Bridge from a site that would be determined by the city.

- b. Communication between the Kilbourn Avenue Bridge and the remote site will be by fiber optic conductors. The communication system will include the control functions, CCTV system, and intercom communication capabilities.
26. Upon information and belief, defendants Bloom and HNTB when sending the project out to bid specified that the new CCTV system should interface with the existing monitors in the existing Water Street Bridge operations turret. And that it would have video and data transmitted by fiber optic cables between the respective bridges. And that the bidder would furnish and install four color cameras but also specified their exact placement.
27. Upon information and belief, when bidding on this project, defendants Kraemer and Town & Country had the specifications as to the requirements made by the consultants, defendants Bloom and HNTB, as to what was required as it pertained to the cameras and cabling and the necessity to interface with the existing controls and monitors, and that the purpose was among other things to "be sure the spans are clear of pedestrians before and during operation of the bridge."
28. Upon information and belief, defendants Bloom and HNTB produced a set of engineering specifications for the project that included the following:
- a. Placement of cameras on existing utility poles.
 - b. Fiber optic and/or other cables and connectors to go through the City duct bank and under the river channel.
 - c. Repurposing of existing monitors in the existing Water Street control turret.
29. Upon information and belief, defendant Kraemer was awarded the general contractor designation and also defendant Town & Country was selected as the electrical subcontractor. Defendants Bloom, HNTB, Kraemer and Town & Country did not engage

in any subcontracting with any entity skilled in the field of cameras or cabling or any other audio visual technology consultant or vendor in the bidding process for the implementation of these systems. Attached hereto and incorporated herein as Exhibit "C" is a true and correct copy of this contract and related documents.

30. Upon information and belief, defendants Bloom and HNTB determined the exact location and placement of the cameras as well as specifying the type of cameras.
31. Upon information and belief, once the Kilbourn Avenue Bridge project was started and completed throughout 2007 and 2008, as part of this reconstruction and rehabilitation, defendants Kraemer and Town & Country installed a remote operating system as specified by defendants Bloom and HNTB including in part installation of CCTV cameras on the east and west facing utility poles on Kilbourn Avenue, fiber optic and/or other cables and connectors in the ducts including in the poles and in the under Milwaukee River channeling, and connection to the monitors at the Water Street Bridge operation turret where the bridge controls are located.
32. Upon information and belief, in the years between the reopening of the bridge and August of 2022, the ability to see any and all traffic on and around the Kilbourn Avenue Bridge was difficult in certain circumstances including but not limited to visual acuity of objects and people, lag time and freezing of the camera/monitor system, shadows with the color of the bridge and lighting conditions at times of day, and other situations that compromised the ability of the bridge operators to raise and lower the bridge safely.
33. Upon information and belief, defendant Milwaukee may have replaced the CCTV cameras with other models because consultant defendants Bloom and HNTB provided no

professional recommendations as to the interfacing of these cameras with the cabling and existing monitoring systems.

34. Upon information and belief, as a result, both before and after these replacements, the ability to observe any and all traffic on and around the bridge by the bridge operators controlling the system remotely was compromised due to the placement and specifications of the CCTV system, fiber optic cabling and the monitors.
35. Upon information and belief, in August 2022 plaintiffs Richard and Rose-Marie traveled to Milwaukee from Rhode Island to participate in volunteer meetings and activities at a conference as part of their affiliation with Catholic Financial Life. As visitors to Milwaukee, they were not familiar with the operation of the City's drawbridges.
36. Upon information and belief, on August 15, 2022, plaintiffs Richard and Rose-Marie left their Hilton hotel with the intention of walking to a Mass for the Feast of the Assumption service at a St. Mary's Catholic Church within walking distance from their hotel. They were using the Google Maps app on their iPad for the purposes of guiding their route.
37. Upon information and belief, before 12:05 p.m., Richard and Rose-Marie had walked east on West Kilbourn Avenue to cross the Kilbourn Avenue Bridge. Rose-Marie was walking ahead of Richard and was also doing exercises as part of her walk. Richard was in the process of crossing the bridge behind her.
38. Upon information and belief, while Richard was on the actual drawbridge part of the bridge, defendant Hamilton as a bridge operator employed by defendant Milwaukee, engaged in the process of the remote operation of the bridge before 12:05 p.m. This included lowering the gates and activating the lights and sounds behind Richard, and then raising the bridge at 12:05 p.m. while Richard tried to cross. Plaintiff Richard was hard of

hearing and wore hearing aids and was also wearing a dark suit. It is believed that defendant Hamilton was unable to see Richard on the monitors due to the issues with the CCTV cameras and interface with the monitors as discussed herein.

39. Upon information and belief, defendant Hamilton stated as part of the investigation by the Milwaukee Police Department that due to the placement and angle of the cameras a half a block away from the bridge on either side and the dark color of the bridge and certain lighting conditions, it was difficult to see pedestrians crossing the bridge.
40. Upon information and belief, Richard became aware of the bridge opening and tried to get across but it became too steep. Richard used his hands and arms to hold and hang on the edge of the raised bridge at almost a 90 degree angle for as long as he could.
41. Upon information and belief, plaintiff Richard lost his ability to hold on after a few minutes and plunged and fell to his death over 20 feet to the concrete ground below.
42. Upon information and belief, plaintiff Richard was conscious and fully aware of his surroundings at and before the time of impact causing his death to his horror.
43. Upon information and belief, plaintiff Rose-Marie watched her husband struggle to cross the raising bridge and she waved and yelled at him to "Go back! Go back!" and then she lost sight of him due to the raising bridge but heard and saw and otherwise observed the circumstances of Richard's tragic death to her horror.
44. Upon information and belief, after the incident which is the subject of this complaint, defendant Milwaukee replaced the CCTV cameras with models which greatly improved the ability to see any and all traffic on and around the Kilbourn Avenue Bridge and operate the remote control system more safely.

45. Additional supporting facts may be stated as part of the following claims and are incorporated by reference herein.

CLAIMS

First Claim: Negligence/Wrongful Death (All Defendants)

46. Plaintiffs reallege and reincorporate any and all preceding paragraphs as though fully restated herein.

47. That at and just prior to the impact, defendants Bloom, HNTB, Kraemer and Town & Country each owed a duty of ordinary care to the Dujardin plaintiffs and breached that duty with respect to this incident in at least the following respects:

- a. Failed to properly design and create a safe remote operating system of the CCTV cameras, fiber optics cables and reused of monitors and other aspects of the system used in the rehabilitation of the Kilbourn avenue bridge including placement and number of cameras as well as their inability to pan, tilt and/or zoom for better vision;
- b. Failed to properly supervise the installation of the remote operating system of the CCTV cameras, fiber optics cables and reuse of monitors and other aspects of the system used in the rehabilitation of the Kilbourn Avenue Bridge;
- c. Failed to use current design and application data in the technology of the remote bridge operating system;
- d. Allowed placement of CCTV cameras on existing utility poles at least a half block from the bridge on both the east and west sides modifications and that created a high risk of failure including also only having two cameras and in other respects;

- e. Failed to ensure that the design of the remote operating systems at the Kilbourn Avenue Bridge followed safe audio visual planning and consultants to ensure the compatibility and connectivity of the CCTV camera, fiber optics cables and existing monitors;
- f. Failed to properly inspect work for quality and workmanship;
- g. Failed to properly supervise the reconstruction of the Kilbourn Avenue Bridge;
- h. Overloaded the cabling systems and/or used existing cabling that allowed for a deterioration of the video signals and the locking or freezing of the monitor screens;
- i. Knew that the remote operating systems were defective;
- j. Concealed and/or misrepresented the deficiencies or defects in the design and implementation of the remote operating systems including, but not limited to, the future operating of these products;
- k. Failed to properly train, instruct and supervise its own employees as well as the employees of all other defendants as to the safe and proper manner in which to construct and install the remote operating systems; and
- l. Was otherwise negligent.

Other aspects of the defendants' negligence will be demonstrated at the time of trial including but not limited to inadequate quality and quantity of technology in the remote operating systems surveillance.

48. That at and just prior to the impact, defendant Milwaukee owed a duty of ordinary care to the Dujardin plaintiffs and breached that duty with respect to this incident in at least the following respects:

- a. Failed to keep the public and users of the Kilbourn Avenue Bridge safe;
 - b. Knew or should have known of the existence of the defective condition that caused the remote operating system to operate with glitches and poor visual acuity for the cameras, cables and monitors, and as such killed Richard Dujardin on August 15, 2022;
 - c. Replaced the CCTV cameras without ensuring that they would be compatible and safe with the current remote operating system;
 - d. Failed to properly inspect, control, maintain, and repair the Kilbourn Avenue Bridge remote operating system to keep it reasonably safe for public use and travel; and
 - e. Was otherwise negligent.
49. That at and just prior to the impact, defendant Hamilton owed a duty of ordinary care to the Dujardin plaintiffs and breached that duty with respect to this incident in at least the following respects:
- a. Failed to see that Richard Dujardin was on the portion of the drawbridge to be raised before raising it;
 - b. Engaged the lifting of the bridge while Richard Dujardin was on it;
 - c. Failed to see that Richard Dujardin was hanging on the bridge raised over 20 feet in the air and lower the bridge to prevent this catastrophic fall; and
 - d. Was otherwise negligent.
50. That as a direct and proximate result of the negligence of defendants Bloom, HNTB, Kraemer, Town & Country, Milwaukee and Hamilton, the Dujardin plaintiffs sustained injuries, directly causing Richard's conscious pains and suffering and imminent

apprehension of and death as well as losses including the severe emotional distress of Rose-Marie as his spouse and eyewitness to this tragedy.

51. That as a direct and proximate result of the negligence of the defendants, jointly and severally, plaintiff Richard suffered physical and emotional pain and suffering and death.
52. That as a direct and proximate result of the negligence of the defendants, jointly and severally, plaintiff Richard suffered the severe emotional pain and distress of the imminent apprehension of his death.
53. That as a direct and proximate result of the negligence of the defendants, jointly and severally, causing the death of Richard, plaintiff Rose-Marie has suffered severe bystander emotional distress and has suffered the loss of consortium, society, and companionship of her husband, Richard, since his death.

Second Claim: Safe Place Statute Violation (All Defendants)

54. Plaintiffs reallege and incorporate any or all other paragraphs as though fully restated at length.
55. Wisconsin's Safe Place Statute, Wis. Stat. § 101.11, mandates that public buildings and places of employment, including the Kilbourn Avenue Bridge, and areas appurtenant thereto such as its remote camera operating system, are constructed, repaired, and/or maintained so as to render them safe, and that said employer shall use safety devices and safeguards for the protection of employees and frequenters, such as the Dujardin plaintiffs, which were not appropriately in place and thus a violation of the safe place statute occurred.

56. Upon information and belief, at the time plaintiff Richard was injured and killed there were defects in the remote camera operating system for the Kilbourn Bridge where the Dujardin plaintiffs were crossing.
57. Upon information and belief, the defendants Bloom, HNTB, Kraemer, Town & Country, Milwaukee and Hamilton as the owners, designers, contractors, workers and/or makers of the remote camera operating system, had actual or constructive notice of the defect because the hazard existed for a sufficient length of time to allow a vigilant owner or user and/or vendor the opportunity to discover and remedy the situation due to the nature of the operation and the nature of the defect.
58. Upon information and belief, the unsafe condition arises out of the defendants' manner of doing business or may reasonably be expected to occur from its method of operation for a short period of time, and possibly no appreciable period of time, and thus constituted constructive notice.
59. Upon information and belief, the unsafe condition also arises out of the defendants' failure to reasonably design and maintain the remote camera operating system and this was a failure to maintain their premises under Wisconsin's Codes, Statutes and/or Safe Place Law.
60. Upon information and belief, the defendants therefore failed to exercise ordinary care with respect to the Dujardin plaintiffs and said breach of due care was a substantial factor in causing injury and harm to them.
61. That as a direct and proximate result of the negligence of defendants Bloom, HNTB, Kraemer, Town & Country, Milwaukee and Hamilton, the Dujardin plaintiffs sustained injuries, directly causing Richard's imminent apprehension of and death as well as losses

including the severe emotional distress of Rose-Marie as his spouse and eyewitness to this tragedy.

62. That as a direct and proximate result of the negligence of the defendants, jointly and severally, plaintiff Richard suffered physical and emotional pain and suffering and death.

63. That as a direct and proximate result of the negligence of the defendants, jointly and severally, plaintiff Richard suffered conscious pain and suffering and the severe emotional pain and distress of the imminent apprehension of his death.

64. That as a direct and proximate result of the negligence of the defendants, jointly and severally, causing the death of Richard, plaintiff Rose-Marie has suffered severe bystander emotional distress and has suffered the loss of consortium, society, and companionship of her husband, Richard, since his death

COMPARATIVE FAULT (All Defendants except Hamilton)

65. Plaintiffs reallege and incorporate any or all other paragraphs as though fully restated at length.

66. Defendants Bloom, HNTB, Kraemer, Town & Country and Milwaukee are jointly and severally liable to the Dujardin plaintiffs to the extent of the full damages for any one or combination of fault because they were engaged in a concerted action at and before the time of this incident for the design, construction and implementation of a CCTV remote operating system at the Kilbourn Avenue Bridge as the premises and the determination by any or all of their management, employees or agents without taking necessary or reasonable precautions to ensure the safety of others, such as the Dujardin plaintiffs.

DAMAGES

67. Plaintiffs reallege and reincorporate any and all preceding paragraphs as though fully restated herein.
68. As a direct and proximate result of the preceding failures and actions and inactions by these defendants and each and all of them, the plaintiffs were injured.
69. As a direct and proximate result of the preceding failures and actions by the defendants said Defendants proximately caused the pre-death injuries and death of Richard Dujardin, and Rose-Marie Dujardin suffered a loss of society and companionship and severe emotional distress as a bystander.
70. As a direct and proximate result of the conduct identified herein, the plaintiffs suffered the following wrongful death and survivorship injuries and bystander emotional distress damages all to their great harm, inter alia:
- a. Conscious pain and suffering;
 - b. Imminent apprehension of death;
 - c. Severe emotional or mental distress;
 - d. Loss of earnings and earning capacity;
 - e. Loss of society and companionship;
 - f. Funeral and burial expenses; and
 - g. Punitive damages.
71. As a direct and proximate result of the conduct identified herein, the defendants intentionally disregarded the rights of the plaintiffs at and before the time of his death, thereby entitling the plaintiffs to punitive damages.

PUNITIVE DAMAGES (All Defendants Except Milwaukee and Hamilton)

72. Plaintiffs reallege and reincorporate any and all preceding paragraphs as though fully restated herein.
73. That as a direct and proximate result of the defendants willful, malicious, and/or wanton actions by the knowledge that their actions were unreasonably dangerous in designing and implementing a defective remote operating system including cameras and cable in at the Kilbourn Avenue Bridge, the Dujardin plaintiffs suffered physical and emotional pain, suffering and death, as well as the severe emotional pain and distress of the imminent apprehension of his death and Rose-Marie's bystander emotional distress.
74. That as a direct and proximate result of the defendants' neglect willful, malicious, and/or wanton actions, as well as the defendants intentional indifference to the rights of the Dujardin plaintiffs.
75. That the defendant's acts were purposeful, intentional and in disregard for the rights of the plaintiffs.

CONCLUSION

WHEREFORE, the plaintiffs demand judgment against the defendants, jointly and severally, for compensatory and punitive damages, together with attorneys' fees, costs, and such other relief that the court may deem appropriate, just, and equitable.

PLAINTIFFS REQUEST A TRIAL BY JURY.

Dated at Milwaukee, Wisconsin on this 11th day of August, 2025.

URBAN & TAYLOR s.c.

/s/ Jay A. Urban signed electronically

JAY A. URBAN (WI Bar No. 1018098)
Attorneys for Plaintiffs