UNITED STATES DISTRICT COURT

for the

Northern District of Illinois

Clarence Bowers *Plaintiff* v. Village of Crestwood, et al. *Defendant*	)))))	Civil Action No. 14 cv 6889

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Village of Crestwood, 13840 South Cicero Ave, Crestwood, IL 60445

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 60 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 09/05/2014

Signature of the attorney or unrepresented party

Edward M Fox
Printed name

Ed Fox & Associates
300 W Adams, Suite 330
Chicago, IL 60606
Address

efox@efox-law.com
E-mail address

(312) 345 8877
Telephone number

UNITED STATES DISTRICT COURT

for the

Northern District of Illinois

Clarence Bowers *Plaintiff* v. Village of Crestwood, et al. *Defendant*	)))))	Civil Action No. 14 cv 6889

WAIVER OF THE SERVICE OF SUMMONS

To: Edward M Fox
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 09/05/2014, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

_____
Signature of the attorney or unrepresented party

_____
Printed name of party waiving service of summons

_____
Printed name

_____
Address

_____
E-mail address

_____
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT

for the

Northern District of Illinois

Clarence Bowers *Plaintiff*	)	
v.	)	Civil Action No. 14 cv 6889
Village of Crestwood, et al. *Defendant*	)	

WAIVER OF THE SERVICE OF SUMMONS

To: Edward M Fox
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 09/05/2014, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Clarence Bowers,	)	
	)	
Plaintiff,	)	Case No.:
	)	
v.	)	COMPLAINT FOR VIOLATION OF
	)	CIVIL RIGHTS AND STATE
Village of Crestwood, Unknown and	)	SUPPLEMENTAL CLAIMS
Unnamed Village of Crestwood Police	)	
Officers, Hazel Crest Police Officer Derrick	)	
Chambliss, and Unknown and Unnamed	)	
Village of Hazel Crest Police Officers	)	**JURY DEMANDED**
	)	
Defendants.		

JURISDICTION AND VENUE

1. This action arises under the United States Constitution and the Civil Rights Act of 1871 (42 U.S.C. Section 1983). This court has jurisdiction under and by virtue of 28 U.S.C. Sections 1343, 1331, and 1367.

2. Venue is founded in this judicial court upon 28 U.S.C. Section 1391 as the acts complained of arose in this district.

PARTIES

3. At all times herein mentioned, Plaintiff Clarence Bowers ("Bowers" or "Plaintiff") was and is a citizen of the United States, and was within the jurisdiction of this court.

4. At all times herein mentioned, an unknown number of unnamed Village of Crestwood police officers ("unknown officers") were employed by the Village of Crestwood Police Department, and were acting under color of state law and as the employees, agents or

representatives of the Village of Crestwood Police Department. These Defendants are being sued in their individual capacities. Upon discovery of their identities, plaintiff will amend the complaint to add them as defendants.

5. At all times herein mentioned, Hazel Crest Police Officer Derrick Chambliss ("Chambliss") was employed by the Village of Hazel Crest Police Department, and was acting under color of state law and as the employee, agent, or representative of the Village of Hazel Crest Police Department. This Defendant is being sued in his individual capacity.

6. At all times herein mentioned, an unknown number of unnamed Village of Hazel Crest police officers ("unknown officers") were employed by the Village of Hazel Crest Police Department, and were acting under color of state law as the employees, agents or representatives of the Village of Hazel Crest Police Department. These Defendants are being sued in their individual capacities. Upon discovery of their identities, plaintiff will amend the complaint to add them as defendants.

7. At all times herein mentioned, the Village of Crestwood was a political division of the State of Illinois, existing as such under the laws of the State of Illinois. At all relevant times, the Village of Crestwood maintained, managed, and/or operated the Village of Crestwood Police Department.

FACTUAL ALLEGATIONS

8. On or about July 26, 2014 Plaintiff was lawfully in a public place located at or near 77 West 159th Place in Harvey, Illinois, Cook County.

9. Chambliss and Unnamed and Unknown Defendants from the Village of Hazel Crest and Village of Crestwood drove to where Plaintiff was located and without any legal cause

forced Plaintiff out of his vehicle at gun point, handcuffed Plaintiff and shackled his feet. They then forced Plaintiff into a police vehicle. Plaintiff did not consent to being seized.

10. There was no outstanding arrest warrant for Plaintiff.

11. There was no legal cause to seize Plaintiff.

12. Plaintiff was thereby transported to the Village of Crestwood Police Department where he was imprisoned.

13. Plaintiff was released on July 27, 2014 following a day of imprisonment subsequent to his seizure.

14. Plaintiff was released without any charges, criminal or otherwise, filed against him.

15. By reason of the above-described acts and omissions of Defendants, Plaintiff sustained injuries, including but not limited to, humiliation and indignities, and suffered great mental and emotional pain and suffering all to his damage in an amount to be ascertained.

16. The aforementioned acts of defendants were willful, wanton, malicious, oppressive and done with reckless indifference to and/or callous disregard for Plaintiff's rights and justify the awarding of exemplary and punitive damages in an amount to be ascertained according to proof at the time of trial.

17. By reason of the above-described acts and omissions of Defendants, Plaintiff was required to retain an attorney to institute, prosecute and render legal assistance to him in the within action so that he might vindicate the loss and impairment of his rights. By reason thereof, Plaintiff requests payment by Defendants of a reasonable sum for attorney's fees pursuant to 42 U.S.C. Section 1988, the Equal Access to Justice Act or any other provision set by law.

COUNT I
Plaintiff Against Chambliss and All Unknown Officers for
UNREASONABLE DETENTION and FALSE ARREST

18. Plaintiff hereby incorporates and realleges paragraphs one (1) through seventeen (17) hereat as though fully set forth at this place.

19. By reason of the conduct of Chambliss and all unknown officers Plaintiff was deprived of rights, privileges and immunities secured to him by the Fourth and/or Fourteenth Amendments to the Constitution of the United States and laws enacted thereunder.

20. The arbitrary intrusion by Defendants, into the security and privacy of Plaintiff's person was in violation of Plaintiff's Constitutional Rights and not authorized by law. The Defendants violated the Plaintiff's rights in the following manner: the seizure and detention of Plaintiff was without any legal cause. The foregoing was unnecessary, unreasonable and excessive, and was therefore in violation of Plaintiff's rights. Therefore, the Defendants are liable to Plaintiff pursuant to 42 U.S.C. § 1983.

COUNT II
Plaintiff Against Unknown Officers of Crestwood and the Village of Crestwood For
The Supplemental Claim Of FALSE IMPRISONMENT

21. Plaintiff hereby incorporates and re-alleges paragraphs one (1) through twenty (20) hereat as though fully alleged at this place.

22. The Unknown Officers and Village of Crestwood committed the tort of False Imprisonment when they refused to release Plaintiff from custody and when they refused to release Plaintiff from the Crestwood Police Department without any legal cause for this refusal.

23. The Village of Crestwood is liable to Plaintiff for the acts of the Unknown Officers pursuant to the doctrine of *respondeat superior*.

24. As a result of these acts and/or omissions Plaintiff was damaged, and the Unknown Officers, and the Village of Crestwood are liable under the supplemental state law claim of False Imprisonment.

WHEREFORE, the Plaintiff, by and through his attorneys, ED FOX & ASSOCIATES, requests judgment as follows against the Defendants, and each of them:

1. That the Defendants be required to pay Plaintiff's general damages, including emotional distress, in a sum to be ascertained;

2. That the Defendants be required to pay Plaintiff's special damages;

3. That the Defendants other than the Village of Crestwood be required to pay Plaintiff's attorneys fees pursuant to Section 1988 of Title 42 of the United States Code, the Equal Access to Justice Act or any other applicable provision;

4. That the Defendants other than the Village of Crestwood be required to pay punitive and exemplary damages in a sum to be ascertained;

5. That the Defendants be required to pay Plaintiff's costs of the suit herein incurred; and

6. That Plaintiff have such other and further relief as this Court may deem just and proper.

BY: s/Edward M. Fox

Edward M. Fox
ED FOX & ASSOCIATES
Attorneys for Plaintiff
300 West Adams
Suite 330
Chicago, Illinois 60606
(312) 345-8877
efox@efox-law.com

PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY

BY: s/Edward M. Fox
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