

VI
R. C. No. 280 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred the below listed Summons and Complaints, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 110-21-22 by City Clerk submitting a Summons and Complaint in the matter of Kevin L. Siehr et al vs. American Family Insurance Company et al.;
2. R. O. No. 87-21-22 by City Clerk submitting a Summons and Complaint in the matter of Shari Lynn Smith vs. City of Sheboygan;
3. R. O. No. 67-21-22 by City Clerk submitting a Summons and Complaint in the matter of Samaria Wright vs. John Rupnick and the City of Sheboygan;
4. R. C. No. 327-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 124-20-21 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.;
5. R. C. No. 323-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 79-20-21 by City Clerk submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan;

6. R. C. No. 320-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 46-20-21 by City Clerk submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan;

All R. O. 's have been reviewed by staff with the recommendation to file all Summons and Complaints.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

23

R. O. No. 110 - 21 - 22. By City Clerk. December 20, 2021.

Submitting a Summons and Complaint in the matter of Kevin L. Siehr et al vs. American Family Insurance Company et al.

FRP

CITY CLERK

12-15-21
1405-2

FILED

11-04-2021

Clerk of Circuit Court
Manitowoc County, WI
2021CV000436

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC

Kevin L. Siehr et al vs. American Family Insurance
Company et alElectronic Filing
Notice

Case No. 2021CV000436

Class Code: Personal Injury/Automobile

DEC 15 '21 PM 2:47

CITY OF SHEBOYGAN GROUP BENEFIT PLAN
SUITE 204
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2021CV000436 was electronically filed with/converted by the Manitowoc County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 142234

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-683-4030.

Manitowoc County Circuit Court
Date: November 4, 2021

FILED

11-04-2021

Clerk of Circuit Court
Manitowoc County, WI

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY
2021CV000436

KEVIN L. SIEHR,
525 Randolph Street
Mishicot, WI 54228,

Plaintiff,

and

CITY OF SHEBOYGAN GROUP BENEFIT PLAN,
A Domestic Corporation
828 Center Avenue, Suite 204
Sheboygan, Wisconsin 53081
Registered Agent: Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, Wisconsin 53081,

ERIE INSURANCE EXCHANGE,
A Foreign Corporation
100 Erie Insurance Place
Erie, Pennsylvania 16530
Registered Agent: Kemmy Stickney
20300 Watertower Boulevard, Suite 230
Brookfield, Wisconsin 53045,

Involuntary Plaintiffs,

vs.

AMERICAN FAMILY INSURANCE COMPANY,
A Domestic Corporation
6000 American Parkway
Madison, Wisconsin 53783
Registered Agent: Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, Wisconsin 53717,

STEVEN A. BARTA,
5616 Two Creeks Road
Two Rivers, WI 54241,

Defendants.

Case No: _____
Case Code No: 30101
Amount Claimed is
Greater Than \$10,000.00

SUMMONS

THE STATE OF WISCONSIN

TO EACH PERSON NAMED ABOVE AS A DEFENDANT

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 after 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 Circuit Court for Manitowoc County whose address is 1010 South 8th Street, 1st Floor, Room 105, Manitowoc, WI 54220, and to the Plaintiff's attorney, Gruber Law Offices, LLC, by Attorneys Eric M. Knobloch and Connor C. Stengel, whose address is 100 East Wisconsin Avenue, Suite 2800, Milwaukee, Wisconsin 53202. 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 at Milwaukee, Wisconsin this 4th day of November 2021.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff

By: /s/Eric M. Knobloch
Eric M. Knobloch
State Bar No.: 1064347

Email: emk@gruber-law.com

Connor C. Stengel

State Bar No.: 1117700

Email: connor.stengel@gruber-law.com

POST OFFICE ADDRESS:

100 East Wisconsin Avenue

Suite 2800

Milwaukee, Wisconsin 53202

Telephone: 414-276-6666

STATE OF WISCONSINCIRCUIT COURTMANITOWOC COUNTY

KEVIN L. SIEHR,
525 Randolph Street
Mishicot, WI 54228,

Plaintiff,

and

CITY OF SHEBOYGAN GROUP BENEFIT PLAN,
A Domestic Corporation
828 Center Avenue, Suite 204
Sheboygan, Wisconsin 53081
Registered Agent: Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, Wisconsin 53081,

ERIE INSURANCE EXCHANGE,
A Foreign Corporation
100 Erie Insurance Place
Erie, Pennsylvania 16530
Registered Agent: Kemmy Stickney
20300 Watertown Boulevard, Suite 230
Brookfield, Wisconsin 53045,

Involuntary Plaintiffs,

vs.

AMERICAN FAMILY INSURANCE COMPANY,
A Domestic Corporation
6000 American Parkway
Madison, Wisconsin 53783
Registered Agent: Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, Wisconsin 53717,

STEVEN A. BARTA,
5616 Two Creeks Road
Two Rivers, WI 54241,

Defendants.

COMPLAINT

Case No: _____

Case Code No: 30101

Amount Claimed is

Greater Than \$10,000.00

NOW COMES the Plaintiff, KEVIN L. SIEHR, by and through his attorneys, GRUBER LAW OFFICES, LLC, by Attorneys Eric M. Knobloch and Connor C. Stengel, and alleges as follows:

THE PARTIES

1. That the Plaintiff, KEVIN L. SIEHR, is an adult individual residing at 525 Randolph Street, in the City of Mishicot, County of Manitowoc, State of Wisconsin 54228.

2. That the Involuntary Plaintiff, CITY OF SHEBOYGAN GROUP BENEFIT PLAN, is a domestic corporation organized and existing under the laws of the State of Wisconsin, whose main place of business is 828 Center Avenue, Suite 204, in the City and County of Sheboygan, State of Wisconsin 53081, that the registered agent for Involuntary Plaintiff, CITY OF SHEBOYGAN GROUP BENEFIT PLAN, located at the same address is Susan Richards, City Clerk; and at all times material herein was a self-funded ERISA plan providing monies for health care services provided to the Plaintiff, KEVIN L. SIEHR, as a result of the injuries said Plaintiff sustained in the accident which is the subject of this lawsuit. The Plaintiff, KEVIN L. SIEHR, alleges doubt as to whether Involuntary Plaintiff, CITY OF SHEBOYGAN GROUP BENEFIT PLAN, is truly subrogated or interested in this action, but that said Involuntary Plaintiff is joined as a party for the purpose of complying with the provisions of § 803.03 Wis. Stats.

3. That the Defendant, AMERICAN FAMILY INSURANCE COMPANY, is upon information and belief a domestic corporation organized and existing under the laws of the State of Wisconsin, whose main place of business is located at 6000 American Parkway, in the City of Madison, County of Dane, State of Wisconsin 53783, and whose registered agent for the purpose of service of process is Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717; that upon information and belief, the Defendant, AMERICAN

FAMILY INSURANCE COMPANY, was at all times material herein the liability insurance carrier of the Defendant, STEVEN A. BARTA, pursuant to § 803.04(2), Wis. Stats., and is a proper party Defendant by reason of the terms of its policy and the laws of the State of Wisconsin.

4. That the Defendant, STEVEN A. BARTA, is upon information and belief an adult individual whose last known address is 5616 Two Creeks Road, Two Rivers, Wisconsin 54241.

5. That the Involuntary Plaintiff, ERIE INSURANCE EXCHANGE, is upon information and belief, a foreign corporation organized and existing under the laws of the State of Pennsylvania, with its principal offices located at 100 Erie Insurance Place, Erie, Pennsylvania 16530, and whose registered agent for the purpose of service of process is Kemmy Stickney, located at 20300 Watertown Boulevard, Suite 230, Brookfield, Wisconsin 53045; that at all times material herein the Involuntary Plaintiff, ERIE INSURANCE EXCHANGE, was the automobile insurance carrier of Plaintiff, KEVIN L. SIEHR, pursuant to § 803.04(2), Wis. Stats., and is a proper party Involuntary Plaintiff by reason of the terms of its policy, specifically its medical payments provisions; and that Involuntary Plaintiff, ERIE INSURANCE EXCHANGE, alleges to have made payments on behalf of Plaintiff, KEVIN L. SIEHR and is believed to have a subrogated interest in this matter, and therefore is joined as an Involuntary Plaintiff for the purpose of complying with the provisions of Wisconsin Statutes §803.03.

CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT STEVEN A. BARTA

6. Plaintiff repeats and re-alleges all of the allegations contained in paragraphs one (1) through five (5) above, as if set forth in full herein, and further alleges as follows:

7. That on or about the 22nd day of January 2021, the Plaintiff, KEVIN L. SIEHR, was traveling eastbound in a Gold 2012 Chevy Equinox on Fisherville Road, in the Town of Kossuth, County of Manitowoc, State of Wisconsin.

8. At the same time and place the Defendant, STEVEN A. BARTA, outside of his disabled truck, was fixing equipment on the rear of the flatbed trailer hitched to the truck, that (1) was illegally parked in the lane of traffic; (2) did not have hazard lights enabled; (3) created a public safety hazard by impeding traffic; (4) was disabled and could not move on its own power; and (5) forced approaching vehicles to take evasive action and deviate into the opposing lane of traffic to avoid colliding with the truck, the trailer, or the Defendant, STEVEN A. BARTA

9. That, as a result of the negligence of the Defendant, STEVEN A. BARTA, the Plaintiff's vehicle made contact with the rear of the Defendant's trailer, the front tires of the Plaintiff's vehicle climbed to mount the top of the flatbed trailer after striking it, and rolled over before it finally came to a rest with the driver's side of the Plaintiff's vehicle against the roadway causing severe injuries to the Plaintiff, KEVIN L. SIEHR.

10. That the negligence of the Defendant, STEVEN A. BARTA, in the operation of his motor vehicle and trailer, both generally and as specifically set forth above, was the proximate cause of the accident and the injuries the Plaintiff, KEVIN L. SIEHR, suffered therein.

11. That as a direct and proximate cause of the accident and the negligence of the Defendant, STEVEN A. BARTA, the Plaintiff, KEVIN L. SIEHR, was seriously injured, suffered great pain of body and mind, was obliged to expend monies for medical care and attention, lost wages, and was prevented from engaging in his normal activities, all to his damage in an amount to be determined by the trier of fact.

WHEREFORE, the Plaintiff, KEVIN L. SIEHR, demands judgment against the Defendants, AMERICAN FAMILY INSURANCE COMPANY and STEVEN A. BARTA, as follows:

1. On behalf of the Plaintiff, KEVIN L. SIEHR, in an amount to be determined by the trier of fact together with the pre-judgment and post-judgment interest, costs, attorney fees and disbursements of this action;

2. That in the event of settlement or verdict in favor of the Plaintiff, KEVIN L. SIEHR, said Plaintiff demands judgment for an Order declaring Plaintiff's rights to such settlement/verdict proceeds paramount to those of any subrogated party;

3. That in the event of any subrogated party's failure to respond to this Complaint in a timely manner, the Plaintiff, KEVIN L. SIEHR, requests this Court grant an Order dismissing the subrogated party from this action and barring any claim for subrogation and/or reimbursement, and barring the subrogated party from participating in any judgment or settlement in this action; and

4. For any and all other relief the Court deems just and equitable.

**PLAINTIFF HEREBY DEMANDS THAT THE ABOVE ENTITLED ACTION
BE TRIED BY A JURY OF TWELVE (12) PERSONS.**

Dated at Milwaukee, Wisconsin this 4th day of November 2021.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff

By: /s/Eric M. Knobloch

Eric M. Knobloch

State Bar No.: 1064347

Email: emk@gruber-law.com

Connor C. Stengel

State Bar No.: 1117700

Email: connor.stengel@gruber-law.com

POST OFFICE ADDRESS:

100 East Wisconsin Avenue

Suite 2800

Milwaukee, Wisconsin 53202

Telephone: 414-276-6666

FILED
11-04-2021
Clerk of Circuit Court
Manitowoc County, WI
2021CV000436

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY

KEVIN L. SIEHR,
525 Randolph Street
Mishicot, WI 54228,

Plaintiff,

and

CITY OF SHEBOYGAN GROUP BENEFIT PLAN,
A Domestic Corporation
828 Center Avenue, Suite 204
Sheboygan, Wisconsin 53081
Registered Agent: Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, Wisconsin 53081,

ERIE INSURANCE EXCHANGE,
A Foreign Corporation
100 Erie Insurance Place
Erie, Pennsylvania 16530
Registered Agent: Kemmy Stickney
20300 Watertown Boulevard, Suite 230
Brookfield, Wisconsin 53045,

Involuntary Plaintiffs,

vs.

AMERICAN FAMILY INSURANCE COMPANY,
A Domestic Corporation
6000 American Parkway
Madison, Wisconsin 53783
Registered Agent: Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, Wisconsin 53717,

STEVEN A. BARTA,
5616 Two Creeks Road
Two Rivers, WI 54241,

Defendants.

Case No: _____
Case Code No: 30101
Amount Claimed is
Greater Than \$10,000.00

JURY DEMAND

Pursuant to Wis. Stat. § 805.01, the Plaintiff, KEVIN L. SIEHR, by his attorneys, Gruber Law Offices, LLC, by Attorneys Eric M. Knobloch and Connor C. Stengel, demands a trial by a jury of twelve and tenders the fee with this demand.

Dated at Milwaukee, Wisconsin this 4th day of November 2021.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff

By: /s/Eric M. Knobloch

Eric M. Knobloch

State Bar No.: 1064347

Email: emk@gruber-law.com

Connor C. Stengel

State Bar No.: 1117700

Email: connor.stengel@gruber-law.com

POST OFFICE ADDRESS:

100 East Wisconsin Avenue

Suite 2800

Milwaukee, Wisconsin 53202

Telephone: 414-276-6666

II

4.2

R. O. No. 87 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a Summons and Complaint in the matter of Shari Lynn Smith vs.
City of Sheboygan.

7/7

CITY CLERK

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

SHARI Lynn SMITH vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2021SC001332

Class Code: Sm Claim, Claim Under \$ Limit

FILED

09-15-2021

Sheboygan County

Clerk of Circuit Court

2021SC001332

Honorable Samantha R.

Bastil

Branch 1

CITY OF SHEBOYGAN
828 CENTER AVE SUITE 210
CITY HALL
SHEBOYGAN WI 53081

Case number 2021SC001332 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

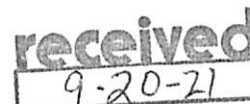
Pro Se opt-in code: 5acd93

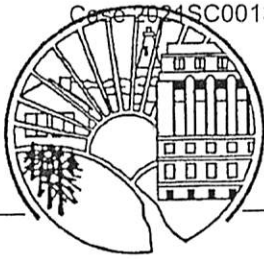
Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3070.

Sheboygan County Circuit Court
Date: September 16, 2021



**SHEBOYGAN COUNTY****Susan M. Schaubel***Sheboygan County Assistant Court Commissioner*

May 1, 2021

To all litigants,

PLEASE NOTE: WHILE SOME CIVIL PROCEEDINGS ARE GOING FORWARD IN PERSON, SMALL CLAIMS INITIAL APPEARANCES (OR RETURN DATES) ON MONDAY MORNINGS AT 8:30 ARE NOT BEING HELD IN PERSON AT THIS TIME. THIS ORDER IS IN EFFECT INDEFINITELY. DO NOT COME TO THE COURTHOUSE FOR SMALL CLAIMS INITIAL APPEARANCES (RETURN DATES) ON MONDAY MORNINGS.

THESE SPECIFIC LOCAL INSTRUCTIONS OVERRIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED "WHEN TO APPEAR/FILE AN ANSWER". FOLLOW THE INSTRUCTIONS BELOW ONLY.

Small claims initial appearances will go forward as outlined below. The courts are in the process of amending the procedures for Small Claims court and any changes to the rules will be sent to all litigants.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING WITHOUT SPECIFIC ORDERS TO DO SO!

If you have a scheduled **INITIAL APPEARANCE** and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.
- You are a **DEFENDANT**, you may answer one of two ways:
 - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov; under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.
 - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be

returned. You must leave your name, address, telephone number and case number. Please state **ONLY** that you are entering a denial. DO NOT give the reasons for your denial. If this is an **EVICTIION** action, you must file a written, detailed answer with the Clerk of Courts within 3 days after your scheduled initial appearance and mail a copy to the plaintiff. If this is a **MONETARY ACTION ONLY**, you should file a written detailed answer with the Clerk of Courts within 10 days of your scheduled initial appearance date.

The Small Claims Initial Appearance answer line phone number is (920) 459-3073.

You must keep your address and telephone number updated with the Clerk of Courts at all times. If you have cases other than a small claims matter, you must advise the clerk about every pending case that you have before each circuit court branch so that changes can be made to every file. At this point, the state case filing system does NOT have a universal address replacement function.

Eviction hearings will continue to be scheduled before the circuit court branches by teleconference. Notice will be sent to the parties informing them of the date and time of their appearance and procedures for calling in to the hearing.

At this time, all small claims pretrials will continue be held by teleconference only. A date will be mailed to you. Instructions for the hearing and the phone number to call will be listed on the order sent.

Fact finding hearings in Small Claims proceedings will resume during the late Spring/early Summer of 2021. Dates, procedures and specific instructions for the conduct of these hearings will be forwarded to the parties as the hearings are scheduled. Please note that, as scheduling permits, hearings will be held in the order in which cases were filed. Absent extraordinary circumstances (such as documented life-threatening illness), no exceptions will be made to this rule.

Any questions should be directed to the Clerk of Courts office at (920) 459-3070.

We know that these are anxious and frustrating times for everyone and we deeply appreciate your cooperation in these matters.

Sincerely,



Susan M Schaubel
Assistant Court Commissioner

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R.
Bastil
Branch 1

DATE SIGNED: September 16, 2021

Electronically signed by Melody Lorge
Clerk of Court

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

☐ Amended

SHARI Lynn SMITH vs. City of Sheboygan

**Summons and
Complaint Small Claims**

Case No: 2021SC001332
Sm Claim, Claim Under \$ Limit 31001

Plaintiff:

SHARI Lynn SMITH
13 CROSSBRIDGE CT
Madison, WI 53717

Defendant:

City of Sheboygan
828 Center Ave Suite 210
City Hall
Sheboygan, WI 53081

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

☒ You must appear at the time and place stated.

-- Or --

☒ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date 10-11-2021	Time 08:30 am
Place to Appear/File an Answer	
Sheboygan County Courthouse B-10 Lower Level 615 N 6th Street Sheboygan WI 53081	
Date Summons Issued 09-16-2021	Date Summons Mailed 09-16-2021

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN _____ COUNTY

Plaintiff: [Name (First, Middle, Last), Address, City, State, Zip]

SHARI L SMITH
 13 CROSS BRIDGE CT
 MADISON WI 53717

☐ See attached for additional plaintiffs.

-VS-

To: Defendant(s): [Name (First, Middle, Last), Address, City, State, Zip]

CITY OF SHEBOYGAN
 CITY HALL
 828 CENTER AVE. SUITE 210
 SHEBOYGAN WI 53081

☐ See attached for additional defendants.☐ Amended

Summons and Complaint (Small Claims)

Case No. _____

- ☒ Claim for money (\$10,000 or less) 31001
☐ Tort/Personal injury (\$5,000 or less) 31010
☐ Return of property (replevin) 31003
☐ Eviction 31004
☐ Eviction due to foreclosure 31002
☐ Arbitration award 31006
☐ Return of earnest money 31008

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- ☐ You must appear at the time and place stated.
☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

Clerk/Attorney Signature

When to Appear/File an Answer

Date

Time

Place to Appear/File an Answer

Date Summons Issued

Date Summons Mailed

FILED

09-15-2021

Sheboygan County

Clerk of Circuit Court

2021SC001332

Honorable Samantha R.

Bastil

Branch 1

FILED

09-15-2021

Sheboygan County

Clerk of Circuit Court

2021SC001332

Honorable Samantha R.

Bastil

Branch 1

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for (Check as appropriate)

☒ Claim for Money \$ 2025.10☐ Tort/Personal Injury \$ _____☐ Return of property (replevin) (Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)☐ Eviction☐ Eviction due to foreclosure☐ Return of Earnest Money☐ Confirmation, vacation, modification or correction of arbitration award

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

SEE ATTACHED

☒ See attached for additional information. Provide copy of attachments for court and defendant(s).I am the: ☒ plaintiff. ☐ attorney for the plaintiff.▶ Shari L Smith

Plaintiff's Signature

SHARI L SMITH

Name Printed or Typed

13 CROSSBRIDGE CT

Address

MADISON WI 53717

catwoman1949@hotmail.com

Email Address

608-320-6513 9/14/21

Telephone Number

Date

Attorney's Signature

Attorney's Name Printed or Typed

Attorney's Address

Attorney's Email Address

Attorney's Telephone Number

Date

State Bar No.

Shari L. Smith (Plaintiff)

2. Statement of dates and facts

5/3/21 between 5:30pm and 6:00pm

I was driving north on Taylor drive (just south of intersection with Geele). I was in the right lane. The street was being repaired, both the right and left side of Taylor drive. All of a sudden my either fell into a deep hole. Because it was dark and raining and there was no place to stop on Taylor drive, I kept driving.

5/4/2021

In the morning I noticed one of left tires was very low. Realizing this was the event on 5/3/21 on Taylor drive, I drove to the Buick dealer in Sheboygan. Upon meeting with the service consultant, Zak Brill, I found the same thing happened to him around the same time of day causing him to have a flat tire upon impact and damage to both right side front and rear rims. Upon investigation, they found my right rear rim was severely damaged and would have to be replaced. Photos were taken of the rim. I contacted my insurance, Geico who then sent a representative to check the damage and approve repair. The service consultant indicated it would take 3 days to get a new rim.

Zak Brill also shared with me that he saw a car pulled over on Geele with a tow truck. While I can only speculate that another vehicle was damaged, I expect that was the case.

5/4/2021

As I was in Sheboygan on vacation for the week, and did not know anyone, I had to have transportation and my only option was to rent a vehicle. While Geico would have supported a rental, the company they use, Enterprise, had no vehicles available, thus, I had no option but to go to the only other car rental available in Sheboygan, Avis. The rental car cost me \$234.67.

5/4/2021

I also called the city to report the condition of the road and were told they were aware. Once I had a rental car I drove to the area on Taylor drive and found it was repaired with a "slow" sign place on the curb. (photos provided).

5/5/2021

Upon further investigation, it was found that my right front rim was also heavily damaged and would have to be replaced. This required additional approval from Geico as well as required I extend the rental vehicle two additional days.

5/7/2021

Replace/repairs were completed. The repairs included replacing both the right front and rear rims replacing valve stems, balancing wheel/tires. The total cost of repairs was \$1790.43 (receipts provided). My insurance paid all but my \$500 deductible, however, my insurance company should not have to pay when someone else is liable for the damage.

The total cost of car rental totaled \$234.67 (receipts provided).

It is my belief that the City of Sheboygan was negligent in not closing a road that was not safe to drive on. Irregardless if the road was impacted by weather conditions, causing the road to deteriorate, the

road would have had to be left in unsafe conditions for this to occur. A road does not simply fall apart when it rains.

The City of Sheboygan road crew would have seen the destructive state of Taylor drive on the morning of 5/4/2021 when repairing the road, however, I do not expect anyone who works for the city is going to confess that the road was indeed in dangerous condition. I believe two vehicles (maybe more) that on the same day, at the same time, that encountered the exact same damages at the exact same location on Taylor drive, support negligence by the City of Sheboygan.

My claim was/is based upon documented damages, not damages that were "allegedly received" as Charles Adams, the city attorney indicated when my claim with the City of Sheboygan was denied on July 15, 2021.

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine | Parts

SERVICE
920 459-6850
888 459-6850 (TOLL FREE)

SALES
920 459-6840
800 459-6840 (TOLL FREE)

Certified Service

PARTS:
920 459-6845
888 459-6845 (TOLL FREE)

BODY SHOP
920 459-6855
888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-651

CUSTOMER NO. 210497		ADVISOR ZAK BRILL	TAG NO. 031 1321	INVOICE DATE 05/07/21	INVOICE NO. CTCS972763
SHARY SMITH 13 CROSSBRIDGE CT MADISON, WI 53717		LICENSE NO.	MILEAGE 52,861	COLOR /	STOCK NO.
YEAR / MAKE / MODEL 16/BUICK/CASCADE/2DR CONV		VEHICLE I.D. NO. W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9		DELIVERY DATE	DELIVERY MILES
F.T.E. NO.		P.O. NO.		R.O. DATE 05/04/21	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			
		M0: 52863			

JOB# 1 CHARGES					
LABOR					
REPLACE BENT AND DAMAGED PASSENGER FRONT AND REAR RIMS					
GEICO INSURANCE 0110296910101151-01					
CUSTOMER TO PAY \$500.00 DEDUCTIBLE					
PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
	1	39003341	WHEEL 5.803	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00
	2	6666	VALVE STE	3.00	3.00
	1	39003341	WHEEL 5.803	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00
TOTAL - PARTS				1581.14	
JOB# 1 TOTALS				LABOR	36.00
				PARTS	1581.14
JOB# 1 JOURNAL PREFIX CTCS				JOB# 1 TOTAL	1617.14
JOB# 2 CHARGES					
LABOR					
MULTIPOINT VEHICLE INSPECTION					
MULTIPOINT VEHICLE INSPECTION					
Multi-Point Vehicle Inspection (see MPI sheet) All					
JOB# 2 TOTALS				LABOR	0.00
JOB# 2 JOURNAL PREFIX CTCS				JOB# 2 TOTAL	0.00
JOB# 3 CHARGES					
LABOR					
Added Operation (ZAKB @ 05/05/2021 11:07)					
PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS					
AND FOR REMOVING KNOCK OUTS					
4 Wheel Alignment All					
JOB# 3 TOTALS				LABOR	79.95
JOB# 3 JOURNAL PREFIX CTCS				JOB# 3 TOTAL	79.95
ESTIMATE					
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING					
ORIGINAL ESTIMATE OF \$1790.43 (4TAX)					

HOURS: SERVICE, PARTS, BODY SHOP	
MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - NOON
SALES	
MON - THURS	8:00 AM - 8:00 PM
FRI	8:00 AM - 6:00 PM
SAT	8:00 AM - 5:00 PM

VISION STATEMENT
"Our Vision is to be So Effective
that we are Able to be Helpful to
Others"

MISSION STATEMENT
"Our Mission is to Provide
Automotive Products and Services
that Exceed Our Customers'
Needs and Expectations", While
Creating Enthusiasm, Thru
Teamwork, Empowerment,
Dedication to Ongoing
Improvement and to be a Leader in
Quality, Market, and Financial
Performance.

DISCLAIMER OF WARRANTIES:
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company, FRANKFURT, MO 64501-0001

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine Parts

SERVICE
920 459-6850
888 459-6850 (TOLL FREE)

SALES
920 459-6840
800 459-6840 (TOLL FREE)

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Certified Service
PARTS: 920 459-6845 (TOLL FREE)
BODY SHOP 920 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO. 210497	ADVISOR ZAK BRILL	TAG NO. 031 1321	INVOICE DATE 05/07/21	INVOICE NO. CTCS972763
SHARY SMITH 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE 52,861	COLOR 7	STOCK NO.
	YEAR / MAKE / MODEL 16/BUICK/CASCADE/2DR CONV			DELIVERY DATE
	VEHICLE I.D. NO. W04WT3N53GG061619			DELIVERY MILES
	R.T.E. NO.			SELLING DEALER NO.
RESIDENCE PHONE	BUSINESS PHONE	P.O. NO.	R.O. DATE 05/04/21	PRODUCTION DATE
COMMENTS				

MO: 52863

TOTALS-----

* [] CASH [] CREDIT CARD [] CHARGE *

HOME OF THE EXCLUSIVE
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY
ON SELECT NEW AND PRE-OWNED VEHICLES "IN STOCK"
SEE SALES FOR DETAILS



TOTAL LABOR.... 115.95
TOTAL PARTS.... 1581.14
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 93.34

TOTAL INVOICE \$ 1790.43

HOURS:
SERVICE, PARTS, BODY SHOP
MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - NOON
SALES
MON - THURS 8:00 AM - 8:00 PM
FRI 8:00 AM - 6:00 PM
SAT 8:00 AM - 5:00 PM

SCC

VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

CUSTOMER SIGNATURE

BUICK

GMC



Cadillac

✓ Pd 500. CC
Deduct

✓ Ins
Check

437.39

Jeschmitz@geico.com

GEICO

WISCONSIN

For supplements visit: partners.geico.com

PO BOX 1231

Manitowoc, WI 54221

Phone: (920) 412-8102

Claim #:

0110296910101151-01

Workfile ID:

60799418

Estimate of Record

Written By: JEFFREY SCHMITZ, 5/5/2021 9:14:25 AM

Adjuster: SCHMITZ, JEFFREY

Insured:	Shari Smith	Owner Policy #:	0435631700	Claim #:	0110296910101151-01
Type of Loss:	Collision	Date of Loss:	05/03/2021 06:00 PM	Days to Repair:	1
Point of Impact:	21 Undercarriage	Deductible:	500.00		

Owner (Insured):

Shari Smith
13 Crossbridge Ct
Madison, WI 53717
(608) 263-2701 Business
(608) 263-2701 Evening

Inspection Location:

Bulck Dealership
Bulck Dealership
3400 South Business Dr
Sheboygan, WI 53081
Field
(920) 459-6840 Day

Appraiser Information:

(920) 412-8102

Repair Facility:

SHEBOYGAN CHEVROLET
3400 S BUSINESS DR
SHEBOYGAN, WI 53081
391695786 Federal ID
collisioncenter@sheboyganauto.com

VEHICLE

2016 BUIC Cascada Premium 2D-CNV 4-1.6L Turbocharged Gasoline Direct Injection BLACK

VIN:	W04WT3N53GG061619	Production Date:		Interior Color:	
License:	338-VBK	Odometer:	52861	Exterior Color:	BLACK
State:	WI	Condition:			

TRANSMISSION

AUTOMATIC TRANSMISSION
OVERDRIVE

DRIVER CONVENIENCE

KEYLESS ENTRY
REMOTE STARTER
MESSAGE CENTER
POWER DRIVER SEAT
POWER WINDOWS
POWER LOCKS
POWER MIRRORS
HEATED MIRRORS
CRUISE CONTROL
INTERMITTENT WIPERS
TILT WHEEL
TELESCOPIC WHEEL
HEATED STEERING WHEEL

STEERING WHEEL TOUCH
CONTROLS

INSTRUMENT PANEL

TRACTION CONTROL
STABILITY CONTROL
LANE DEPARTURE WARNING
ALARM
AIR CONDITIONING
CLIMATE CONTROL
REAR DEFOGGER
HANDS FREE DEVICE
COMMUNICATION SYSTEM
NAVIGATION SYSTEM
RADIO
AM RADIO
FM RADIO
STEREO
SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION
SATELLITE RADIO

ROOF

POWER CONVERTIBLE ROOF
SAFETY
DRIVERS SIDE AIR BAG
PASSENGER AIR BAG
FRONT SIDE IMPACT AIR BAGS
ROLLBAR

PAINT

CLEARCOAT PAINT
METALLIC PAINT
FRONT END
FOG LAMPS
XENON OR L.E.D. HEADLAMPS
POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS

SEATS

LEATHER SEATS
BUCKET SEATS
POWER PASSENGER SEAT
HEATED SEATS
REAR HEATED SEATS

REAR END

PARKING SENSORS
BACKUP CAMERA
WHEELS
4-WHEEL DISC BRAKES
20" OR LARGER WHEELS

Gas

8.51 5/7/21

FILED

09-15-2021

Sheboygan County

Clerk of Circuit Court

2021SC001332

Honorable Samantha R.

Bastil

Branch

RENTAL AGREEMENT NUMBER 653577536

Customer Name : SMITH, SHARI
 Drivers Lic Number : USW1XXXXXXXXX9307
 Methods of Payment : MASTER XX7666

RESERVATION NUMBER 03029222-US-0

Avis Car Number : 9 5 6 4 5 1 8 5
 Plate Number : TX NHT2526
 Veh Description : BLK CHEVY MALIBU
 Odometer Out : 5100 MIs
 Fuel Gauge Reading: Full

Pickup : 021R01:51 PH
 Pickup Location : BUSINESS DRIVE
 WI, 53081, US

Return Date/Time : MAY 07, 2021 01:00 PM
 Return Location : 3085 SOUTH BUSINESS DRIVE
 SHEBOYGAN, WI, 53081, US

Additional Fees May If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

RIN 1 DAY, IF NOT NET DLY RI= /2.99HAX

RATE CHART TIME AND MILEAGE

HRLY : 57.00

AD DV: 72.99

PER : 210.97

MIs : Unlimited

PRB 210.97=

218.97

less 5.00% Discount =

10.95

Your Estimated Time & Mileage:

VEN LICENSE RECOUP .85 /DY

ENERGY RECOVERY FEE .60 /DY

Estimated Subtotal Charges:

Sales Tax 10.500%

c-pay Voucher 234.67

YOUR ESTIMATED TOTAL CHARGES X

208.02

2.55

1.02

212.37

22.30

234.67

0.00

YOUR OPTIONAL PRODUCTS/SERVICES

DAY Loss Damage Waiver 29.99/Day Declined

Personal Accident Insurance 7.00/Day Declined

Personal Effects Protection 2.95/Day Declined

Additional Liability Insurance 16.25/Day Declined

By my initials I accept or decline optional services/products as shown above. X

Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you

do not, additional fuel fees may apply. 000-074

His equals a 15.99 flat rate fee. 075 MIs and above equals

3444 per MI or 4.990 per Gal. X

I understand that important information on cashless toll roads and

e-Toll services can be found at avis.com/etoll X

NOTICES-----AVIS-----NOTICES

I AGREE TO: BE CONTACTED ABOUT THE RENTAL BY CALLS OR TEXTS AT THE PHONE NUMBER(S) PROVIDED; AVIS'S COLLECTION AND USE OF VEHICLE DATA (INCLUDING DIAGNOSTIC, LOCATION, DAMAGE, PERFORMANCE & OPERATIONAL DATA LIKE MILEAGE, FUEL, CONDITION & OTHER DATA RELATED TO THE VEHICLE & ITS USE) PER OUR PRIVACY NOTICE AT WWW.AVIS.COM/privacy; AND MANUFACTURERS' COLLECTION AND USE OF DATA FROM THE RENTAL VEHICLE PER THEIR PRIVACY NOTICE;

I acknowledge having received all notices including the notice regarding damage waiver and my responsibility contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance.

I agree the charges listed above are estimates. I agree to all terms herein and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the RTC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time as well as review it at WWW.AVIS.COM/TERMSC. No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental.

If you have questions regarding this rental, call us at 920-457-5102

This vehicle was rented to you by JERNI

FILED

09-15-2021

Sheboygan County

Clerk of Circuit Court

Case No. 2021SC001332

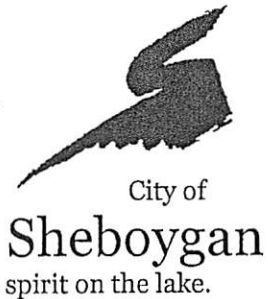
Filed by: Amanda R.







FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R.
Bastil
Branch 1



July 15, 2021

CERTIFIED & RESTRICTED MAIL

Shari Smith
13 Crossbridge Court
Madison, WI 53717

Re: Your Claim Against the City of Sheboygan
Date of Loss: May 3, 2021

Dear Ms. Smith:

City of Sheboygan staff have reviewed and considered your claim filed on May 14, 2021, concerning damages you allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,



Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Accountant Christina Lueptow
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, <u>SHEBOYGAN</u> COUNTY		
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s):		
Enter the Plaintiff's address.	First name	Middle name	Last name
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address		
	Address		
	City	State	Zip
Enter the case number from the summons and complaint.	<input type="checkbox"/> See attached for additional plaintiffs.		
Enter your name. You are the Defendant.	-VS-		
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Defendant(s):		
	First name	Middle name	Last name
	Address		
	Address		
	City	State	Zip
	<input type="checkbox"/> See attached for additional defendants.		

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	<input type="checkbox"/> 1. This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. -OR-
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	<input type="checkbox"/> 2. This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: <input type="checkbox"/> See attached for additional information.
Check the box if you need more room and attach any additional pages.	_____
See <u>Pre-Judgment: Basic Steps to Small Claims Service</u> (SC-6050V).	_____

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.

Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.

Briefly explain why the court should award you what you are asking for.

If you are seeking to recover damages of more than \$5,000 for your tort or personal injury counterclaim, or more than \$10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the Notice of Counterclaim (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.

NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

Follow local rules for filing and serving.

☐ I/We do not have a counterclaim/demand against the plaintiff(s).

☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Signatures

Sign and print your name. Enter the date on which you signed your name. Note: This signature does not need to be notarized.

If an attorney is completing this form, enter your information.

▶ _____
Defendant's Signature

Name Printed or Typed

Address

Email Address

Telephone Number _____ Date

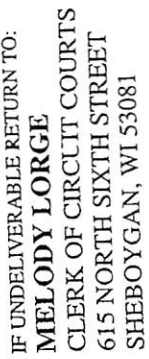
▶ _____
Attorney's Signature

Name Printed or Typed

Law Firm and Address

Email Address _____ Telephone Number

Date _____ State Bar No. (if any)



SC

IF UNDELIVERABLE RETURN TO:

MELODY LORGE
CLERK OF CIRCUIT COURTS
615 NORTH SIXTH STREET
SHEBOYGAN, WI 53081

CERTIFIED



7019 1640 0002 2630 5473



US FOLIOAGE; PINE, 0.03

ZIP 53005 000000

II

R. O. No. 67 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a Summons and Complaint in the matter of Samaria Wright vs. John Rupnick and the City of Sheboygan.

CITY CLERK

F+P

UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin

Samaria Wright

Plaintiff

v.

John Rupnick and the City of Sheboygan

Defendant

Civil Action No. 2021 CV 699

WAIVER OF THE SERVICE OF SUMMONS

To: Attorney Sheryl Ring
(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 07/29/2021, 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: 07/29/2021

/s/ Charles C. Adams
Signature of the attorney or unrepresented partyJohn Rupnick
Printed name of party waiving service of summonsCity Attorney Charles C. Adams
Printed name828 Center Ave., Suite 210
Sheboygan, WI 53081

Address

charles.adams@sheboyganwi.gov
E-mail address(920) 459-3917
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
Eastern District of Wisconsin

_____)	
Samaria Wright)	
Plaintiff)	
v.)	Civil Action No. 2021 CV 699
John Rupnick and the City of Sheboygan)	
Defendant)	

WAIVER OF THE SERVICE OF SUMMONS

To: _____
Attorney Sheryl Ring
(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.

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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 _____ 07/29/2021 _____, 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: _____ 07/29/2021 _____

City of Sheboygan
Printed name of party waiving service of summons

/s/ Charles C. Adams
Signature of the attorney or unrepresented party

City Attorney Charles C. Adams
Printed name

828 Center Ave., Suite 210
Sheboygan, WI 53081

Address

charles.adams@sheboyganwi.gov
E-mail address

(920) 459-3917
Telephone number

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UNITED STATES DISTRICT COURT

for the
Eastern District of Wisconsin ☐

Samaria Wright

Plaintiff

v.

John Rupnick and the City of Sheboygan

Defendant

Civil Action No. 2021 CV 699

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

To: City of Sheboygan, c/o Charles C. Adams, Esq., City Attorney, charles.adams@sheboyganwi.gov

(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 30 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: 07/29/2021

/s/ Sheryl Ring

Signature of the attorney or unrepresented party

Sheryl Ring

Printed name

518 South Route 31, Suite 113, McHenry, Illinois
60050

Address

sheryl@sherylringlaw.com

E-mail address

(847) 975-2643

Telephone number

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin ☐

Samaria Wright

Plaintiff

v.

John Rupnick and the City of Sheboygan

Defendant

Civil Action No. 2021 CV 699

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

To: John Rupnick, c/o Charles C. Adams, Esq., City of Sheboygan Attorney, charles.adams@sheboyganwi.gov

(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 30 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: 07/29/2021

/s/ Sheryl Ring

Signature of the attorney or unrepresented party

Sheryl Ring

Printed name

518 South Route 31, Suite 113, McHenry, Illinois
60050

Address

sheryl@sherylringlaw.com

E-mail address

(847) 975-2643

Telephone number

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

SAMARIA WRIGHT,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	No. 2021 CV 699
)	
JOHN RUPNICK, in his capacity as)	
Sheboygan Police Officer, and the CITY)	
OF SHEBOYGAN,)	
)	
<i>Defendants.</i>)	

VERIFIED COMPLAINT AT LAW

Plaintiff SAMARIA WRIGHT, by and through her undersigned counsel, hereby respectfully complains and alleges against Defendants, JOHN RUPNICK, in his capacity as Sheboygan Police Officer, and the CITY OF SHEBOYGAN, as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. 1331 as all causes of action herein arise under the Constitution and Statutes of the United States.
2. Venue is proper in this Court as all acts complained of herein occurred in the Eastern District of Wisconsin.

General Allegations Common to All Counts

3. Plaintiff is a permanently disabled Black senior.
4. The nature of Plaintiff's disability is a progressively deteriorating skeletal condition which causes progressive deterioration in both of her knees and five bulging disks in her spine, and causes her excruciating pain.
5. Plaintiff is currently going through a divorce with ex-wife Karen Knocke.

6. As part of that divorce, Judge Angela Stukewics ordered Plaintiff to visit the former marital home on March 30, 2019, and obtain her property therefrom. The court granted Plaintiff a full day to do so.
7. A copy of that order was faxed to the Sheboygan police department ahead of time, so Sheboygan police could be present when Plaintiff picked up her property.
8. On or about March 30, 2019, Plaintiff arrived at the marital home per the divorce court's order to obtain her property.
9. Officer Rupnick was already at the property.
10. Officer Rupnick then denied Plaintiff entry to the marital home, notwithstanding the court order issued by Judge Stukewics.
11. Officer Rupnick allowed Plaintiff's companion only 45 minutes of access to the property.
12. Officer Rupnick informed Plaintiff that she would not be allowed entry to the home to obtain her property irrespective of what the court order stated.
13. Officer Rupnick then ordered Plaintiff to vacate the premises.
14. As a result, Plaintiff was unable to obtain her property as ordered and allowed by Judge Stukewics.
15. Officer Rupnick's actions violated a court order and Plaintiff's rights thereunder.
16. As a result of Officer Rupnick's conduct, Plaintiff was deprived of property including electronics, furniture, pots and pans, and clothing.

COUNT I – VIOLATIONS OF 42 U.S.C. 1983
Request for Injunctive Relief

17. Plaintiff restates and re-alleges paragraphs 1-14 of this Complaint as if fully set forth herein.

18. Pursuant to 42 U.S.C. 1983, “[e]very person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer’s judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable.”

19. Defendant violated Plaintiff’s rights under Wisconsin law and the U.S. Constitution by refusing to comply with Judge Borowski’s order granting Plaintiff access to the property to obtain her things.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in her favor and against Defendants in an amount to be proven at trial but not less than \$10,000, plus her costs of suit, attorney fees, and for whatever additional relief this Court deems appropriate and just under the circumstances.

Respectfully Submitted,
SAMARIA WRIGHT

/s/ Sheryl Ring
By one of her attorneys,
Sheryl Ring, Esq.

Sheryl Ring, Esq./IL ARDC #6311043
518 South Route 31, Suite 113
McHenry, Illinois 60050
(847) 975-2643
sheryl@sherylringlaw.com

I, Samaria Wright, hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 27, 2021.

Dated: May 27, 2021

/s/ Samaria Wright

IV

5.12

R. C. No. 307 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 124-20-21 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
U-OL

Mydonna M. ... _____

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

3.3

R. O. No. 124 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.

CITY CLERK

F+P

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN****UnitedOne Credit Union vs. Kathleen Repphun-Burss et al Electronic Filing
Notice**

Case No. 2021CV000010

Class Code: Foreclosure of Mortgage

FILED

01-12-2021

Sheboygan County

Clerk of Circuit Court

2021CV000010

Honorable L Edward
Stengel

Branch 1

JAN 14 '21 PM 3:18

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Served On
Name: City of Sheboygan
Address: 828 Center Avenue
City: Sheboygan, WI
Date: 1/14/21
Time: 3:15 PM
Served By: Melissa Cleverger

Case number 2021CV000010 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: fae0e3

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: January 12, 2021

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L. Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street, #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Within twenty (20) days of receiving this Summons, the Defendants 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 Sheboygan County Courthouse, 615 N. 5th Street, Sheboygan, Wisconsin 53081 and to the Law Firm of Conway, Olejniczak & Jerry, S.C., Plaintiff's attorneys, whose address is 231 South Adams Street, P.O. Box 23200, Green Bay, Wisconsin, 54305-3200. You may have an attorney help or represent you.

If you do not provide a proper answer within the time period stated above, 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 12th day of January, 2021.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff

Electronically signed by Michele M. McKinnon
By: _____
Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:
231 South Adams Street
P.O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645199

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff, UnitedOne Credit Union, by its attorneys, named below, alleges and shows the Court the following:

THE PARTIES

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

1. Plaintiff **UNITEDONE CREDIT UNION** (“UnitedOne”) is a lending institution organized, among other things, to lend money on notes, secured or unsecured, and other purposes as provided by law, with offices located at 1117 South 10th Street, Manitowoc, WI 54220.

2. Defendant **KATHLEEN REPPHUN-BURSS a/k/a KATHLEEN S. BURSS** (“Kathleen”, and referred collectively with Gary Burss as the “Bursses”) is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

3. Defendant **GARY BURSS** (referred collectively with Kathleen Repphun-Burss as the “Bursses”) is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

4. Defendant **WENDY MICHELS** (“Michels”) is, upon information and belief, an adult resident of the State of Wisconsin, residing at 3105 N. 13th Street #23, Sheboygan, Wisconsin 53083.

5. Defendant **LAKESHORE CAP, INC. OF WISCONSIN** (“Lakeshore”) is, upon information and belief, a lending institution with the last known business address of 702 State Street, Manitowoc, Wisconsin 54221. Upon information and belief, Lakeshore’s registered agent is Colleen Homb, 702 State Street, Sheboygan, Wisconsin, 54221.

6. Defendant **CITY OF SHEBOYGAN** (“City of Sheboygan”) is, upon information and belief, a body politic with its principal offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081. Upon information and belief, the clerk for the City of Sheboygan is Meredith DeBruin at the location of 828 Center Avenue, Sheboygan, Wisconsin 53081.

**GENERAL ALLEGATIONS COMMON TO
ALL CLAIMS FOR RELIEF**

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

7. On or about October 31, 2005, Kathleen executed and delivered to UnitedOne a Real Estate Mortgage Note (Non-Consumer) (the "Note") in the amount of Fourteen Thousand One Hundred Sixty-nine and 38/100 (\$14,169.38). A copy of the Note is attached hereto as **Exhibit A.**

8. The Note required monthly payments by Kathleen to UnitedOne.

9. Payment of the Note is secured by a real estate mortgage executed by the Bursses and Michels in favor of UnitedOne dated October 31, 2005 for the following parcel of real estate ("the Mortgage"):

THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS, SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

Tax Parcel No. 59281627190

(the "Real Estate"). The Real Estate is more commonly known as 1541 Division Avenue, Sheboygan, Wisconsin 53083. A true and correct copy of the Mortgage is attached hereto as

Exhibit B.

10. The Mortgage was duly recorded in the Office of the Register of Deeds in Sheboygan County, Wisconsin on November 30, 2005 as Document No. 1783652.

11. To further secure payment on the Note, Michels executed a Guaranty Agreement on October 31, 2005 in which she guaranteed full payment of the Note to UnitedOne in the event of default by Kathleen (the "Guaranty").

12. Defendant Lakeshore may claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on April 20, 2006 as

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Document No. 1796275. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

13. Defendant City of Sheboygan may claim an interest in the Real Estate by virtue of a judgment lien in the amount of Six Hundred Ninety-one Dollars (\$691.00) docketed December 11, 2020 in Sheboygan County Case No. 2020TJ86. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

14. Defendant City of Sheboygan may further claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on November 27, 2007 as Document No. 1840535. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

15. Michels may claim an interest in the Real Estate by virtue of a Quit Claim Deed dated May 31, 2006 and recorded with the Sheboygan County Register of Deeds on June 2, 2006 as Document 1799943 which purports to give Michels a residual interest in the Real Estate following Kathleen's death.

16. Kathleen has failed to comply with the terms and conditions of the Note by failing to make the payments when due to UnitedOne.

17. The Bursses and Michels have failed to pay real estate taxes due on the Real Estate as is required by the Mortgage.

18. On November 10, 2020, UnitedOne sent each of the Bursses and Michels a Notice of Right to Cure Default. Copies of the notice are attached as Exhibit C. Neither the Bursses nor Michels have responded to UnitedOne.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

19. As of December 28, 2020, there is justly and owing to UnitedOne upon the Note the following amount:

Current Balance:	\$ 8,456.39
Late Charges through 12/28/2020	\$ 23.80
Interest through 12/28/2020:	\$ 310.82
Total Payoff through 12/28/2020:	\$ 8,791.01

20. In accordance with the provisions of the Note and Mortgage, UnitedOne is also entitled to collect its expenses in pursuing this action against the Bursses and Michels as provided in Wis. Stat. §428.103.

CLAIM FOR RELIEF I
FORECLOSURE OF REAL ESTATE

21. UnitedOne realleges paragraphs 1 – 20 as if fully set forth herein.

22. The Real Estate, upon information and belief, is the homestead of the Bursses.

23. The Real Estate consists of less than 20 acres and cannot be sold in parts or parcels without injury to the parties.

24. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Note, and secured by the Mortgage.

25. UnitedOne is still the lawful owner and holder of the Note and the Mortgage, which have not been sold or assigned.

26. Pursuant to §846.103(1), Wis. Stats., UnitedOne expressly elects to accept provision for sale of the Real Estate upon the expiration of six (6) months from the date of entry of judgment for the Real Estate. UnitedOne expressly waves judgment for deficiency which may remain due after the sale of the Real Estate.

WHEREFORE, UnitedOne prays for judgment as follows:

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

A. For a finding that Kathleen are indebted to UnitedOne for the outstanding amount of the Note, plus accrued interest and costs of this action;

B. For judgment of foreclosure and for the sale of the Real Estate as provided by law; and that

- (i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;
- (ii) The Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;
- (iii) the amounts due upon the Note and Mortgage, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;
- (iv) the Bursses and Michels, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;
- (vi) the Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold, and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable, and

C. For such other and further relief as the Court deems just and equitable.

Dated this 12th day of January, 2021.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for UnitedOne

By: s/ Michele M. McKinnon

Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:

231 South Adams Street
P. O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645222

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

NOTICE OF DEBT VALIDATION

Law Firm of Conway, Olejniczak & Jerry, S.C. has been retained by UnitedOne Credit Union with respect to the case to which this Notice is attached. We filed this case seeking to obtain a judgment against you for money owed to the Plaintiff.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt under the contract, or any part of it. If you do not dispute it within that period, we will assume that the debt is valid. If you do dispute it – by notifying us, in writing, to that effect – we will, as required by the law, obtain and mail to you proof of the debt and if, within the same time period, you request in writing the name and address of the original creditor, if the original creditor is different from the current creditor, UnitedOne Credit Union, we will furnish you with that information as well.

The contents of this Notice pertain to your dealings with UnitedOne Credit Union as a debt collector. It does not affect your dealings with the Court and, in particular, it does not change the time in which you must respond to the Summons and Complaint. This Notice does not alter your rights and obligations as to the court or the Summons and Complaint. The Summons (which is a command provided for by statute) and Complaint are pleadings filed with the Court, and not merely correspondence from us. You must follow any instructions in the Summons and Complaint, even if you dispute the validity or amount of the debt. This Notice does not affect our relations with the Court. As lawyers, we may file papers in this case with the Court according to the Court's rules and the Judge's instructions.

This Notice is being given to you to comply with any provisions of the Fair Debt Collection Practices Act to the extent that it applies.

In the event you have any questions, you should contact your attorney.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

REAL ESTATE MORTGAGE NOTE (NON-CONSUMER)

(May be used for any of the following real estate loans: business purpose loans, loans to organizations, agricultural loans or subordinate loans with amounts financed over \$25,000, first mortgage loans or equivalent first mortgage loans.)

Acct. No. 23 M1

MANITOWOC

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) jointly and severally promise(s) to pay to the order of **UNITEDONE CREDIT UNION**, Credit Union of **MANITOWOC**, Wisconsin ("Credit Union") the principal sum of **FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100** Dollars (\$ **14,169.38**), together with interest on the unpaid balance before maturity at the rate of **6.450** % per annum. Subject to any variable rate loan provision stated below. The total of payments due hereunder shall be payable at the office of the Credit Union, or at such other place as the Credit Union may designate in writing. In the following manner:

(Check Applicable Box):

- (A) ☐ in installments of \$ _____, beginning on _____ and on the _____ day of _____ each month thereafter, plus a final payment of \$ _____ due on _____;
- (B) ☒ in **299** installments of \$ **95.23**, beginning on **DECEMBER 1, 2005** and on the **1ST** day of each month thereafter, plus a final payment of \$ **95.68** due on **NOVEMBER 1, 2030**. However, the entire indebtedness outstanding, including any additional advances shall be payable on demand of the Credit Union after **OCTOBER 31, 2012**. Until the Credit Union makes such demand, monthly payments of principal and interest shall continue as provided herein.
- (C) ☐ (Other - Specify) _____

This repayment schedule is subject to revision based upon operation of the variable rate provision of the Note, additional advances under the Note, failure to make payments when due or operation of any other provision of the Note. Payments may be applied to installments, interest due, or delinquency charges in any order the Credit Union chooses.

If any installment of principal and interest is not paid within **15** days after its due date, the Credit Union may assess a delinquency charge of **5.000** percent of the unpaid amount of the installment. For purposes of calculating the late charge, payments will be credited first to current installments and then to delinquent installments. Interest on the balance due after acceleration or maturity of the loan shall be at a rate equal to the contract rate of interest then in effect.

This Note contains the following variable rate loan provision:

This Mortgage Note is secured by a real estate Mortgage to the Credit Union dated **10/31/05** on property located at **1541 DIVISION AVE, SHEBOYGAN, WI 53083**

and all of the terms and conditions of said Mortgage are hereby incorporated herein and made a part of this Note.

If checked here ☐, in addition to the installments aforementioned, Borrower agrees to pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, and property insurance premiums upon the premises mortgaged as collateral security for this Note. Upon demand, Borrower shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Borrower pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on the outstanding balance of such sums as required by law.

IN THE EVENT OF DEFAULT, BORROWER HEREBY PLEDGES ANY SHARES OR DEPOSITS, SHARE CERTIFICATES OF DEPOSIT NOW OR HEREFTER HELD BY PROMISOR IN THIS CREDIT UNION AS ADDITIONAL SECURITY FOR THE PAYMENT OF THIS OBLIGATION. This Pledge shall not apply to any Individual Retirement Arrangements (IRA) or to any account for which the existence of the pledge would have an adverse impact on the tax-exempt status of the account.

If checked here ☐, in the event a prepayment is made within 5 years of the date of this loan, Credit Union shall receive an amount equal to 60 days' interest at the contract interest rate on the amount by which the aggregate principal prepayments for any 12-month period exceeds 20% of the original amount of the loan. However, if this Note is subject to 138.056(3), Borrower may prepay this Note in whole or in part without penalty as permitted by 138.056(3). If a prepayment is made 5 or more years from the date of the Note, no premium or penalty will be charged by Credit Union.

Upon prepayment of the Note in full, the Credit Union will calculate and refund unearned interest paid, if any, pursuant to Wis. Stats., § 138.052. Solely for purposes of calculating such refund, an installment paid within _____ days before or after its scheduled due date shall be treated as paid when due.

In the event of default, the undersigned shall pay all reasonable costs incurred by Credit Union in collection of the amount due hereunder, including attorney's fees, to the extent such fees are not limited by Wis. Stats., § 428.103. The Borrower(s), whether Maker, Surety, Guarantor or Endorser, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note, or any part thereof, without notice, and each hereby waives demand, presentment or payment, notice of acceleration, notice of nonpayment and protest.


The Credit Union has made no representations or warranties regarding any of the following: (1) the collection or enforcement of the obligation herein; (2) the collectibility or enforceability of any collateral securing the obligation; or (3) the financial condition of any Borrower. Each Borrower must independently determine the collectibility of the obligation and the creditworthiness of any Borrower.

The obligations of each of the Borrowers is joint and several; any use of the singular herein may also refer to the plural and vice versa; all references in this Note are to sections of the Wisconsin Statutes as they may be renumbered from time to time.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE ATTACHED ADDITIONAL PROVISIONS.
ALL BORROWERS ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE.

Sign and sealed this **31ST** day of **OCTOBER, 2005**
In Presence of:



Borrower  (Seal)

KATHLEEN S BURSS

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

CREDIT UNION USE:

☐ Wis. Stat. § 138.052

☐ Wis. Stat. Ch. 428

☐ Wis. Stat. § 138.056

☐ Truth in Lending Disclosure (82041)

☐ Real Estate Mortgage (82043)

☐ RESPA (ii B014)

☐ Right of Rescission (ii B036)

ADDITIONAL PROVISIONS

Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions or agreements of this Note or the Mortgage which secures it, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Borrower toward the payment of said indebtedness, and thereafter proceed by suit at law for judgment on this Note or to foreclose said Mortgage given as security for payment hereof, or both; upon default by Borrower in any payment provided in said Mortgage or by this Note; upon the making of a contract or agreement by Borrower or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Borrower or Borrower's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Borrower's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Borrower, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Borrower to observe or perform any of the covenants and agreements contained herein or in the Mortgage which secures it. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its rights for any other or subsequent default or breach of covenant.

This Agreement between Borrower and Credit Union is expressly limited so that in no contingency or event whatsoever whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holder hereof for the use, forbearance or retention of the funds to be advanced hereunder exceed the highest rate permissible under the laws of the United States or of the State of Wisconsin, whichever shall be applicable. If, under any circumstances whatsoever, fulfillment of any provision of the Note or Mortgage securing this Note or any other agreement referred to herein shall, at the time fulfillment of such provision be due, involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance the holder thereof shall ever receive as interest an amount which would be excessive interest, such amount shall (a) be applied to the reduction of the unpaid principal balance due hereunder or (b) be refunded to Borrower, but shall never be credited or ascribed as the payment of interest. This provision shall control every other provision of all Agreements between Borrower and the holder hereof.

To the extent not prohibited by law, the Note is also secured by present and future security agreements between Credit Union and any Borrower or any other person providing security for Borrower's obligations. However, this Note is not secured by any principal dwelling unless described in this Note.

1783652

MORTGAGE (NON-CONSUMER)

(For use with any size first lien/mortgage real estate loan to an individual for personal, family, household or agricultural purposes. Also used for subordinate mortgage loans over \$25,000 or a second mortgage real estate loan where the Credit Union also holds the first mortgage.)

Acct. No. 14323 M1

In consideration of the sum of **FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100**

Dollars (\$ 14,169.38)

the receipt of which is acknowledged,

**KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE
AND WENDY MICHELS, A SINGLE PERSON**

("Mortgagor", whether one or more) mortgages, conveys and warrants to
UNITEDONE CREDIT UNION ("Credit Union"),

of **MANITOWOC**, Wisconsin and its successors and assigns
the following described real estate in **SHEBOYGAN**

County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS. SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

**SHEBOYGAN COUNTY, WI
RECORDED ON**

11/30/2005 10:02AM

**DARLENE J. NAVIS
REGISTER OF DEEDS**

**RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #**

**STAFF ID 6
TRANS # 72102**

OF PAGES: 2

RETURN TO

**UNITEDONE CREDIT UNION
1117 SOUTH 10TH STREET
MANITOWOC WI 54220**

Parcel ID Number 59281627190

This (is) ~~(is not)~~ a homestead property.

If checked, description of property is continued on an attached sheet.

1. **Covenant of Title.** Mortgagor warrants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. **Mortgage as Security.** This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this mortgage, plus interest and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date (or), and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union if evidenced by documentation which states they shall be secured by this Mortgage, (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

SEE PAGE TWO FOR ADDITIONAL PROVISIONS.

Kathleen S. Burss (Seal)
Mortgagor

* KATHLEEN S BURSS

Signed and Sealed this 31st day of

OCTOBER, 2005

Gary Burss (Seal)
Mortgagor

* GARY BURSS

Wendy Michels (Seal)
Mortgagor

* Wendy Michels

STATE OF WISCONSIN

MANITOWOC

County } ss

This instrument was acknowledged before me on **OCTOBER 31, 2005**
**KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE
AND WENDY MICHELS, A SINGLE PERSON**

Julie Wilke
Notary Public **MANITOWOC** County, Wis.

My Commission Expires: 06/25/2006

* Type or Print Name Signed Above

THIS INSTRUMENT WAS DRAFTED BY:

JULIE WILKE

Use in conjunction with Mortgage Note 82042 and Federal Truth in Lending Disclosure 82041

ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under § 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Note without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
 - (a) To pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
 - (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
 - (c) **Liens.** To keep the Property free from all liens and mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
 - (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
 - (e) **Conveyance.** Not to, without prior written consent of Credit Union, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgage;
 - (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
 - (g) **Condemnation.** To pay to Credit Union all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
 - (h) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
 - (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property; Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required, and all amounts so paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest from the date of payment by Mortgagor at the rate stated in the Note but shall not exceed the maximum rate permitted by law.
7. **Change of Ownership.** In the event the ownership of said mortgaged property or any part thereof becomes vested in a person other than Mortgagor, the Credit Union may, without notice to Mortgagor, deal with successor or successors in interest with reference to the mortgage and the debt secured thereby in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured by said mortgage without discharging or in any way affecting the liability of Mortgagor under said mortgage or upon the debt secured thereby.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Remedies of Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, or agreements of this Mortgage or the Note which it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; upon default by Mortgagor in any payment provided in said Mortgage or by the Note said Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Mortgagor to observe or perform any of the covenants and agreements contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorney's fees (to the extent not prohibited by 428.103(e) Wis. Stat.) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity of enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns; any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.



November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

91 7199 9991 7037 9792 3575

Wendy Michels
114 East Dr
Hendersonville TN 37075

RE: Real Estate Mortgage Note (Non Consumer) dated October 31, 2005
("Note")
Current Amount Outstanding on Note: \$8,456.39
Mortgage dated October 31, 2005 ("Mortgage")
Account and Loan ***23-L0000
Mortgage Property Address: 1541 Division Ave. Sheboygan, WI 53081
("Property")

Dear Mr. and Ms. Burss and Ms. Michels,

As of the date of this letter, you are in default under the Obligations as follows ("Default"):

Regular Monthly Payment -	August, 2020 \$84.20 September, 2020 \$95.23 October, 2020 \$95.23 November, 2020 \$95.23
Past Due Real Estate Taxes-	2017 \$622.44 2018 \$1,616.07 2019 \$1,393.30
Total Due to Cure Default -	\$4,001.70

This letter is to notify you that in order to cure the Default, you must pay \$369.89 to UnitedOne and \$3,631.81 to Sheboygan County Treasurer on or before December 12, 2020. Failure to cure the Default on or before December 12, 2020 may result in acceleration of payment for all sums due under the Note, a foreclosure action(s) to pursue the sale of the Property, and/or any other remedy available at law or equity to UnitedOne. UnitedOne may also seek a judgment against each of you, on a joint and several basis, for any deficiency that exists after the sale of the Property.

UnitedOne Credit Union has the right to freeze any account associated with this loan.

If the Note is accelerated, you have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of a borrower to acceleration and sale.

UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Sincerely,

Shaydon Schad
Shaydon Schad
Asset Protection Coordinator

EXHIBIT C





November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

91 7199 9991 7037 9792 3582

Wendy Michels
114 East Dr
Hendersonville TN 37075

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Since 1

Sharon Schad
Asset Protection Coordinator





November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

Wendy Michels
114 East Dr
Hendersonville TN 37075

91 7199 9991 7037 9792 3599

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Sincerely,

Shawn Schrad
Shawn Schrad
Asset Protection Coordinator



IV

5.8

R. C. No. 323 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 79-20-21 by City Clerk submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F&P
2-22

Myhyma Rowan

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.3

R. O. No. 79 - 20 - 21. By CITY CLERK. October 5, 2020.

Submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan.

FAP

CITY CLERK

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON

by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN

c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN

828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To each person named above as defendant:

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 twenty (20) days (45 days if you are the State of Wisconsin or an insurance company, 60 days if you are the United States of America) 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: Clerk of Circuit Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, Wisconsin 53081; and to plaintiff's attorney, whose address is HOPP NEUMANN HUMKE LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, Wisconsin 53081-3174.

You may have an attorney help or represent you.

SEP 24 '20 AM 11:02

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON

by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN

c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN

828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

COMPLAINT

Plaintiff, the Estate of Daniel C. Wilson, by the Personal Representative, Cheryl Eggen, by its attorneys, HOPP NEUMANN HUMKE LLP, by Oliver M. Bauer, as and for a cause of action against the defendant, Richard A. Pocian, alleges and shows to the court as follows:

1. Plaintiff, the Estate of Daniel C. Wilson, is represented by its personal representative, Cheryl Eggen, who is an adult individual residing at 2420 Elm Avenue, Sheboygan, WI 53081.

2. Defendant, Richard A Pocian ("Pocian"), is an adult individual currently residing in the Oshkosh Correctional Institution located at 1730 W Snell Rd, Oshkosh, WI 54901.

3. Defendant, City of Sheboygan, is a municipal corporation organized and existing pursuant to the laws of the state of Wisconsin with its offices and principal place of business at 828 Center Avenue, Sheboygan, WI 53081.

4. Defendant, City of Sheboygan, is joined in these proceedings in that it has or may claim an interest in the property located at 1119 South 10th Street, Sheboygan, WI 53081, by virtue of docketed judgment liens against the defendant, Pocian. That said judgment liens are subordinate and inferior to the interest of the plaintiff.

3. That plaintiff recovers its statutory costs, disbursements, and reasonable attorney's fees of this action.

4. That plaintiff have such other and further relief as may be just and equitable.

Dated this 21st day of September, 2020.

HOPP NEUMANN HUMKE LLP

Attorneys for Plaintiff

By Electronically signed by Oliver M. Bauer

OLIVER M. BAUER

State Bar No. 1090927

Mailing Address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

Telephone: 920-457-8400

Facsimile: 920-457-8411

R:\CLIENT\13529\00001\00160381.DOCX

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- ☐ B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- ☒ Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- ☐ B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____
- ☐ C. No title evidence was provided prior to execution of this Contract.

Legibility Impaired

Dated 10/22/14

VENDOR:

[Signature]
 * Daniel C. Wilson

PURCHASER:

(SEAL) *[Signature]* (SEAL)
 * Richard A. Pocian

(SEAL) _____ (SEAL)
 * _____

AUTHENTICATION

Signature(s) _____

authenticated on _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Daniel Wilson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.

Shoboggan COUNTY)
 Personally came before me on October 22, 2014,
 the above-named Daniel C. Wilson and
Richard A. Pocian

to me known to be the person(s) who executed the
 foregoing instrument and acknowledged the same.

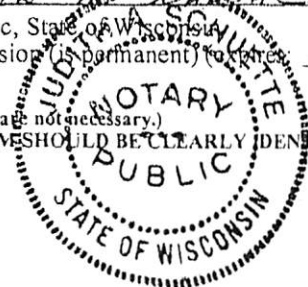
[Signature]
[Signature]

Notary Public, State of Wisconsin
 My Commission (is permanent) to term 12-11-16)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
 LAND CONTRACT STATE BAR OF WISCONSIN FORM No. 11-2003

*Type name below signatures.





Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

LETTER REPORT OF TITLE

File #: 1152565

Completed on: 7/30/2020 3:35 pm
Last Revised on: 7/30/2020 3:36 pm
Printed on: 7/30/2020 3:38 pm
Title Contact: Donna Pikula
(dpikula@knightbarry.com)

Assignment of Rents from Daniel C. Wilson to Cleveland State Bank recorded June 19, 2009 as Document No. 1880730.

Other matters.

A search of the tract index maintained by the Sheboygan County Register of Deeds office ("Register") for the 24 months prior to the Effective Date of this Commitment reveals no deeds conveying the Land recorded with the Register during the stated time period. The last document conveying the Land recorded with the Register was a Land Contract between Cheryl L. Eggen, as Personal Representative of the Estate of Daniel C. Wilson, deceased, as Vendor, and Richard A. Pocian, as Purchaser, executed October 22, 2014, and recorded November 17, 2016, as Document No. 2030643.

Please read the "Terms and Conditions - Letter Report of Title" set forth on the Knight Barry Title Group website at www.knightbarry.com/terms-and-conditions (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Condition. We reserve the right to update the Terms and Conditions as necessary - it is your responsibility to review them periodically.



August 28, 2020

Mr. Richard Pocian, 513647
Oshkosh Correctional Institution
P.O. Box 3310
Oshkosh, WI 54903-3310

Re: NOTICE OF DEFAULT – LAND CONTRACT
1119 South 10th Street, Sheboygan, WI 53081

Dear Mr. Pocian:

This letter is in response to your letter dated August 10, 2020. To clarify, I represent the Daniel Wilson Estate. Cheryl Eggen is the personal representative of this estate and, therefore, I was hired by Ms. Eggen for the purpose of foreclosing on this land contract.

As you know, the purchase price under the land contract was \$50,000.00. The land contract further required you to pay all real estate taxes on the property. The estate is not in possession of evidence that shows any payments were made under the land contract. As such, to comply with the Notice of Default, you must pay the entire remaining balance of \$50,000.00 (or the outstanding balance upon proof of payment) plus the outstanding real estate taxes in the amount of \$1,494.42.

If you fail to pay the outstanding balance in full by September 14, 2020, my client will have no choice but to commence an action to foreclose the above-referenced land contract.

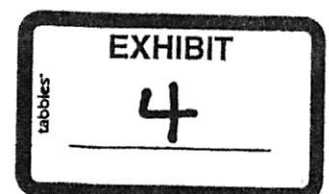
Very truly yours,

Oliver M. Bauer
e-mail

OMB/cb

cc: Ms. Cheryl Eggen

RECEIVED 35290000100159366.DOCX



STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Cheryl Eggen vs. Richard A. Pocian et al

**Electronic Filing
Notice**

Case No. 2020CV000346
Class Code: Foreclosure of Mortgage

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J
Borowski
Branch 5

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

Case number 2020CV000346 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 64d867

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: September 22, 2020

VI

5.5

R. C. No. 320 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 46-20-21 by City Clerk submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP 21-22

Audrey Brubaker _____

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

3.4

R. O. No. 46 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan.

FAP

CITY CLERK

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

Audrey Brubaker et al vs. City of Sheboygan et al

**Electronic Filing
Notice**Case No. 2020CV000253
Class Code: Wrongful Death

FILED

07-17-2020

Sheboygan County

Clerk of Circuit Court

2020CV000253

Honorable Kent Hoffmann

Branch 2

JUL 21 '20 AM 8:11

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 530817/21/20 Process Server
Date: 7/21/20 Time: 8:05 am
☐ Personal ☐ Substitute
☐ Posted ☐ Corporate

Case number 2020CV000253 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 3eefc2

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: July 17, 2020

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendants:

You are hereby notified that the above-named Plaintiff 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 Sheboygan County Clerk of Circuit Court, Courthouse - 1st Floor, 615 North 6th Street, Sheboygan, WI 53081, and to Axley Brynelson LLP,

2 East Mifflin Street, Suite 200, Madison, Wisconsin 53703, Plaintiff's attorneys. You may have an attorney help or represent you. If you require the assistance of auxiliary aids or services because of a disability, call 920-459-3068 and ask for the court ADA Coordinator.

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 at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON, LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351

J. Michael Riley, State Bar No. 1013649

Attorneys for Plaintiff

2 East Mifflin Street (53703)

Post Office Box 1767

Madison, WI 53701-1767

Phone: (608) 257-5661

Fax: (608) 257-5444

E-mail: hstraka@axley.com;

mriley@axley.com

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

COMPLAINT

Plaintiff, Audrey Brubaker, by her attorneys, Axley Brynelson, LLP, by Heath P. Straka, state the following as her Complaint against the above Defendants:

1. Plaintiff, Audrey Brubaker, is and was at all relevant times, an adult resident of the State of Wisconsin, who resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081.
2. Plaintiff Estate of Roman Martin, by his next of kin and biological mother, Audrey Brubaker, is a proper party hereto and brings claims for Roman Martin's (deceased) funeral and burial expenses, fear of death and conscious pain and suffering as described herein.
3. Defendant City of Sheboygan is a municipality, governmental subdivision with a principal office address of 828 Center Avenue, Sheboygan, Wisconsin 53081. At all material times, the City of Sheboygan employed Christopher A. Dekker. At all material times, Mr. Dekker

was acting within the scope of his employment with the City of Sheboygan as it relates to the accident which is the subject of this Complaint.

4. ABC Insurance Company is the fictitious name for the insurance company that issued a policy of insurance to the City of Sheboygan; that said policy of insurance provided liability insurance coverage to the City of Sheboygan for the acts and omissions of its employees when acting within the scope of their employment. On information and belief, such policy of insurance was in full force and effect at all times material hereto.

5. Roman Martin was tragically killed when he was run over by a garbage truck on October 9, 2019 in the City of Sheboygan. The incident occurred at the intersection of 14th Street and Center Avenue.

6. On information and belief, at all material times, the garbage truck was owned by the City of Sheboygan and operated by one of its employees, Christopher A. Dekker.

7. On information and belief, the cause of death of Roman Martin was open head trauma and multiple blunt force trauma caused by the crash that is the subject of this Complaint.

8. On information and belief, Roman Martin was traveling northbound on the east sidewalk of 14th Street in the City of Sheboygan, when the City of Sheboygan garbage truck also traveling northbound on 14th Street, turned right on Center Avenue striking Roman Martin while he was operating his bicycle. Roman Martin was struck by the garbage truck while in the east side crosswalk.

9. As a result of the aforesaid incident, Roman Martin suffered the fear of death, conscious pain and suffering and fatal injuries to his head and body.

10. As a result of the aforesaid incident, Claimant, Audrey M. Brubaker, has suffered the loss of society and companionship of her son, Roman Martin.

11. At all material times, on information and belief, Roman Martin was in plain sight and visible to motorists including the driver of the City of Sheboygan garbage truck.

12. Plaintiffs served a Notice of Claim and Claim on the City of Sheboygan pursuant to Ch. 893, Wis. Stats. which claim was denied by Defendant.

CAUSE OF ACTION AGAINST
DEFENDANT CITY OF SHEBOYGAN AND ABC INSURANCE

As and for a cause of action against Defendant City of Sheboygan and ABC Insurance, Plaintiffs re-allege and incorporate by reference herein paragraphs (1-12) inclusive and further state as follows:

13. Defendant City of Sheboygan, by and through the actions and inactions of its employee, Christopher A. Dekker, and pursuant to the doctrine of *respondeat superior*, was negligent by failing to keep a proper lookout and was otherwise negligent in the operation of the garbage truck described herein.

14. As a direct and proximate cause of City of Sheboygan's aforesaid negligence, Plaintiffs suffered the injuries and damages as described above.

15. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, the City of Sheboygan is directly liable to Plaintiffs in an amount to be determined at trial.

16. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, ABC Insurance is directly liable to Plaintiffs in an amount to be determined at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendants, in an amount to be determined at trial, together with the costs and disbursements incurred herein; as well as a

declaration of what rights, if any, that the above involuntary plaintiff and subrogated defendant have as relates to their subrogation interest.

PLAINTIFFS HEREBY DEMAND A TRIAL BY A JURY OF SIX PERSONS.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351

J. Michael Riley, State Bar No. 1013649

Attorneys for Plaintiff

2 East Mifflin Street (53703)

Post Office Box 1767

Madison, WI 53701-1767

Phone: (608) 257-5661

Fax: (608) 257-5444

E-mail: hstraka@axley.com;

mriley@axley.com