

8 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting a Summons and Complaint in the matter of Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et al.

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CITY CLERK

STATE OF WISCONSIN

Document 2

CIRCUIT COURT

Filed 05-18-2023

Page 1 of 1

SHEBOYGAN

Wisconsin Consumer Credit vs. Eduardo Angel Hernandez Electronic Filing et al Notice

> Case No. 2023CV000274 Class Code: Money Judgment

FILED 05-18-2023 Sheboygan County Clerk of Circuit Court 2023CV000274 Honorable Angela W. Sutkiewicz Branch 3

SHEBOYGAN POLICE DEPARTMENT 1315 N. 23RD ST. SHEBOYGAN WI 53081

Case number 2023CV000274 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: 9ee897

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: May 18, 2023

Process Server Date: 7/9/23 Time: //59 am/60 () Substitute () Personal () Corporate () Posted

| Case 2023CV000274 D | ocument 5 | Filed 05-18-2023 | Page 1 of 18 | FILED 05-18-2023 Sheboygan County |
|------------------------------------------------------------------------|--------------|------------------|--------------|----------------------------------------------------------------|
| STATE OF WISCONSIN | | RCUIT COURT | SHEBOY | Clerk of Circuit Court (GA야3은상)아가구주4 Honorable Angela W. |
| WISCONSIN CONSUMER CR | EDIT | | | Sutklewicz |
| W5073 COUNTY ROAD O P.O. BOX 298 PLYMOUTH, WI 53073 | | | | Branch 3 |
| ⊽. | Plaintiff, | CASE NO. | | |
| EDUARDO ANGEL HERNAND 1429 ERIE AVE. SHEBOYGAN, WI 53081 | EZ | | | |
| SHEBOYGAN POLICE DEPA 1315 N 23RD ST. SHEBOYGAN, WI 53081 | RTMENT | | | |
| DEPOT AUTO SERVICE ANI 1131 PENNSYLVANIA AVE SHEBOYGAN, WI 53081 | D TOWING, IN | IC. | | |
| THOMAS GRAEFE W2137 SHAMROCK DR SHEBOYGAN, WI 53083 | | | | ŝ |
| | Defendants. | | | |

SUMMONS Money Judgment: Case Code 30301 The amount claimed exceeds \$10,000.00 AND Case Code: Other Contracts 30303 WIS. STAT. \$810 REPLEVIN

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 **20 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, which address is Sheboygan County Courthouse, 615 N 6th Street, Sheboygan, WI 53081, and to Galanis, Pollack, Jacobs & Johnson, S.C., plaintiff's attorneys, whose address is 413 N. 2nd Street, Suite 150, Milwaukee, WI 53203. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 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, on May 17, 2023.

GALANIS, POLLACK, JACOBS & JOHNSON, SC Attorneys for Plaintiff

Joshua J. Brady WI State Bar No. 104 428

P. O. Address: 413 N. 2nd Street Suite 150 Milwaukee, WI 53203 Telephone: (414) 271-9556 jbrady@gpjlaw.com

| Case 2023CV000274 | Document 5 | Filed | 05-18-2023 | Page 3 of 18 | FILED 05-18-2023 Sheboygan County Clerk of Circuit Court |
|-----------------------------------------------------------------------------------------|-----------------|---------|------------|--------------|-------------------------------------------------------------------|
| STATE OF WISCONSIN | | CIRCUIT | COURT | SHEBOY | 2023CV000274 Honorable Angela W. YGANKIEOGRATY Branch 3 |
| WISCONSIN CONSUMER O W5073 COUNTY ROAD O P.O. BOX 298 PLYMOUTH, WI 53073 V. | CREDIT | ff, | CASE NO | • | |
| EDUARDO ANGEL HERNAN 1429 ERIE AVE. SHEBOYGAN, WI 53081 | IDEZ | | | | |
| SHEBOYGAN POLICE DEE 1315 N 23RD ST. SHEBOYGAN, WI 53081 | PARTMENT | | | | |
| DEPOT AUTO SERVICE A 1131 PENNSYLVANIA AV SHEBOYGAN, WI 53081 | ND TOWING, E | INC. | | | |
| THOMAS GRAEFE W2137 SHAMROCK DR SHEBOYGAN, WI 53083 | Defendan | ts. | | | |
| | | COMPLA | TNT | | |

COMPLAINT

Money Judgment: Case Code 30301 The amount claimed exceeds \$10,000.00 AND Case Code: Other Contracts 30303 WIS. STAT. §810 REPLEVIN

Plaintiff, Wisconsin Consumer Credit ("WCC"), by its attorneys, Galanis, Pollack, Jacobs & Johnson, S.C., as and for a cause of action against the defendants above named, alleges and shows to the court as follows:

Plaintiff, Wisconsin Consumer Credit is a domestic corporation 1. licensed to conduct business activities in Wisconsin and elsewhere, and conducts the activities as stated herein at the address in the caption.

2. The defendant, Eduardo Angel Hernandez (hereinafter "Defendant"), is an adult resident of Wisconsin whose last known address is shown in the caption.

The defendant, Sheboygan Police Department (hereinafter 3. "Sheboygan Police Department"), is a municipal police department located at the address shown in the caption.

The defendant, Depct Auto Service and Towing, Inc. is a 4. domestic corporation licensed to conduct business activities in Wisconsin, and conducts the activities as stated herein at the address in the caption. Thomas Graefe is listed as Registered Agent for the purposes of service of process.

The defendant, Thomas Graefe (hereinafter "Defendant"), is an 5. adult resident of Wisconsin whose last known address is shown in the caption.

Further, upon information and belief, the defendant resides 6. in and/or the transactions were entered in Sheboygan County, State of Wisconsin, and this court accordingly has jurisdiction and venue over this litigation.

FIRST CAUSE OF ACTION AS TO EDUARDO ANGEL HERNANDEZ ONLY [REPLEVIN PURSUANT TO WIS. STAT. CH. §810]

Plaintiff repeats and realleges the averments made herein in 7. paragraphs one (1) through five (5).

On April 8, 2022, Defendant purchased a 2017 Subaru Outback 8. - VIN: 454BSANC5H3333389 ("Vehicle") from Van Horn Motors of Sheboygan, Inc., 3512 Wilgus Ave., Sheboygan, WI 53081 ("Seller") Defendant

entered into and signed a Retail Installment Sale Contract ("Installment Agreement"), a copy of which is attached hereto as Exhibit A.

On that same day, Seller assigned all rights and interests in 9. the Installment Agreement and the vehicle to Plaintiff as listed in the assignment clause in Exhibit A. Plaintiff is the holder in due course of the underlying contract identified herein. Further, proof of Plaintiff's security interest is attached hereto as Exhibit B.

Defendant defaulted on the terms of said Installment Agreement 10. by failing to make monthly installment payments in the amount of \$610.00 when due.

Defendant has no right to receive a notice of right to cure 11. default as the amount financed of \$28,482.98 is specifically excluded from the consumer act by Wisconsin statute \$421.202(6).

Defendant has no right to redeem the property as provided under 12. Sec. 425.208 Wis. Stats. As of the date of the preparation of this complaint, the amount past due is itemized as follows:

| : | 11/23/22 | \$610.00 |
|---|---------------|----------------------------------------------------------|
| | 12/23/22 | 610.00 |
| | 01/23/23 | 610.00 |
| | 02/23/23 | 610.00 |
| | 03/23/23 | 610.00 |
| | 04/23/23 | 610.00 |
| | Late Charges: | \$ 40.00 |
| | : | 12/23/22 01/23/23 02/23/23 03/23/23 04/23/23 |

\$3,700.00

Further, if tender is made on or after any subsequent monthly due date, the additional installment then due; and if the collateral is not insured, that would be another basis for a default upon the cont Installment Agreement.

13. That attached hereto as an **Exhibit C** and incorporated herein by reference, is the Payment History relative to the defendant's account with the plaintiff and evidence of the payment default.

14. That pursuant to the contract and because of the default of the defendant heretofore alleged, the plaintiff, WCC, is entitled to the right, title and possession of such collateral for the purpose of disposing of the same in accordance with the law.

AS TO EDUARDO ANGEL HERNANDEZ ONLY [MONEY JUDGMENT]

15. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through fourteen (14).

16. Upon information and belief, further defaulted by failing to protect Plaintiff's security interest in the collateral.

17. The Defendant is liable for the amount owed and is in default on the Installment Agreement for failing to make payments when due on or after November 23, 2022. The Defendant is presently in arrears on payments totaling \$3,700.00, including \$40.00 in late charges through the April 23, 2023 installment.

18. If another payment should become due after the preparation of this complaint, then any default amounts alleged herein are amended to include the additional installment.

19. That the terms of the Installment Agreement have been defaulted upon pursuant to a failure to make timely payments as required on or after November 23, 2022. That attached hereto as an **Exhibit C** and incorporated herein by reference, is the Payment History relative to the defendant's account with the plaintiff and evidence of the payment default.

The unpaid balance due on the Installment Agreement is 20. \$29,416.43, computed through May 17, 2023, plus per diem interest thereafter.

That, pursuant to the Installment Agreement and because of 21. the payment default heretofore alleged, the plaintiff is entitled to the entry of a money judgment in the amount of \$29,416.43.

THIRD CAUSE OF ACTION AS TO SHEBOYGAN POLICE DEPARTMENT [NON-CONSUMER ACT REPLEVIN/CONVERSION]

Plaintiff repeats and realleges the averments made herein in 22. paragraphs one (1) through twenty-one (21).

Upon Information and belief, the Vehicle was towed by the 23. Sheboygan Police Department, or by an agent acting on behalf of or at the direction of the Sheboygan Police Department.

The Plaintiff is in receipt of a notice dated March 1, 2023 24. indicating that the Sheboygan Police Department towed the Vehicle pursuant to having deemed the Vehicle abandoned. A copy of the notice dated March 1, 2023 is attached hereto as Exhibit D.

That the notice dated March 1, 2023 mailed by the Sheboygan 25. Police Department, provided the defendant actual notice of Plaintiff's claim with respect to Plaintiff's lienholder rights and claims as to the Vehicle.

That there has not been any prejudice to the Sheboygan Police 26. Department by any alleged delay or failure to give the requisite notice as stated in §893.80(1d)(a).

That the notice attempts to provide ten (10) days for a 27. lienholder to claim the Vehicle, relying upon Municipal Ordinance 118-279.

Further upon information and belief, the Sheboygan Police 28. Department utilized Depot Auto Service and Towing, Inc. to remove the vehicle, and the towing company is required to follow Wisconsin Statue §779.415(2) which requires notice be provided to the lienholder at least twenty (20) days prior to sale or junking of a vehicle.

The Sheboygan Police Department purposely omitted the towing 29. company information to try and circumvent the Wisconsin Statutory requirements and timelines for the sale or junking of the vehicle.

Further, the Sheboygan Police Department had not provided 30. Plaintiff an amount of the towing lien, or an amount of any storage lien being asserted, therefore the notice of towed vehicle was defective as to content.

That the Plaintiff was not properly notified of a valid and 31. enforceable towing and storage lien as the notice provided failed to allow the necessary timelines as authorized in §779.415(2). Therefore the towing and storage lien is not a primary lien to the plaintiff's perfected security interest.

That when a municipal statute and state statue contradict 32. each other, the state statute will dictate the timelines and process.

Upon information and belief the Vehicle was sold or junked by 33. the Sheboygan Police Department, or by Depot Auto Service and Towing, Inc. acting on behalf of or at the direction of the Sheboygan Police Department, converted for their own use, or converted for the use of others.

34. That because of the actions of the Sheboygan Police Department, Plaintiff is entitled to entry of replevin judgment for possession of the collateral.

FOURTH CAUSE OF ACTION AS TO DEPOT AUTO SERVICE AND TOWING, INC. [NON-CONSUMER ACT REPLEVIN/CONVERSION]

Plaintiff repeats and realleges the averments made herein in 35. paragraphs one (1) through thirty-four (34).

36 The plaintiff believes the Motor vehicle described as a 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 ["Vehicle"] is located at the addresses for Depot Auto Service and Towing, Inc.

Depot Auto Service and Towing, Inc. [Hereinafter Tow Co.] is 37. wrongfully detaining the Vehicle.

Plaintiff is entitled to the immediate possession of the 38. Vehicle.

That the Vehicle has not been taken for a tax, assessment or 39. fine or seized under any execution or attachment against the property of plaintiff.

The value of the Vehicle is estimated to be \$21,000.00 if not 40. damaged.

The cause of the detention, according to the plaintiff's best 41. knowledge is that Tow Co. purports to have a Towing and Storage lien pursuant to Wis. Stat. §779.415.

That the plaintiff was not properly notified of a valid and 42. enforceable towing and storage lien within 30 days of Tow Co. taking possession as required pursuant to \$779.415(1m). Therefore the towing and

storage lien is not a primary lien to the plaintiff's perfected security interest.

If notification was timely mailed by the Tow Co., the amount 43. being sought exceeded the maximum amount statutorily available as \$100.00 for a tow lien and \$600.00 for a storage lien pursuant to Wis. Stat. \$779.415(1)(a).

Tow Co. has converted the vehicle for their own use without 44. authority to do so as they do not have a timely or valid towing or storage lien.

That Tow Co. is restricted from selling the motor vehicle until 45. the dispute outlined in this litigation is resolved, or otherwise settled.

That if the Vehicle were sold by either defendant, converted 46. for their own use, or converted for the use of others; the plaintiff is entitled to entry of judgment for money as to the Tow Co. for the amount obtained over the maximum statutory liens.

47. That the plaintiff hereby makes a statutory offer of settlement pursuant to Wis. Stat. \$807.01(3) to pay the Tow Co. the maximum amount of \$700.00 as allowable for a towing and storage lien. A failure to accept the settlement offer within 10 days will hereby allow the plaintiff to pursue remedies outlined in said statute.

FIFTH CAUSE OF ACTION AS TO SHEBOYGAN POLICE DEPARTMENT & DEPOT AUTO SERVICE AND TOWING, INC. [MONEY JUDGMENT]

Plaintiff repeats and realleges the averments made herein in 48. paragraphs one (1) through thirty-four (34).

49. That because of the actions of the Sheboygan Police Department and Depot Auto Service and Towing, Inc., Plaintiff is entitled to entry of judgment the amount for the value of the collateral so disposed not to exceed the balance owed of \$29,416.43 against the Sheboygan Police Department and Depot Auto Service and Towing, Inc, jointly and severally.

SIXTH CAUSE OF ACTION AS TO THOMAS GRAEFE [NON-CONSUMER ACT REPLEVIN/CONVERSION]

Plaintiff.repeats and realleges the averments made herein in 38. paragraphs one (1) through thirty-seven (37).

Possessor, Thomas Graefe ["Possessor"] is in possession of 39. the 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 ["Vehicle"].

Possessor is wrongfully detaining the Collateral. 40.

41. Plaintiff is entitled to the immediate possession of the Vehicle.

42. That the Vehicle has not been taken for a tax, assessment or fine or seized under any execution or attachment against the property of plaintiff.

The cause of the detention, according to the Plaintiff's best 43. knowledge is unknown.

The value of the Vehicle is estimated to be \$21,000.00. 44.

The plaintiff believes the Vehicle may be located at the 45. address for the defendant, Thomas Graefe.

That the plaintiff's lien on the Vehicle would remain in place 46. and security enforceable is there has been any transfer of said Vehicle.

That because of the actions of the Thomas Graefe, Plaintiff 47. is entitled to entry of replevin judgment for possession of the collateral.

WHEREFORE, plaintiff demands judgment against the defendants, as follows:

As to the First Cause of Action, as to Eduardo Angel Hernandez, (1)For the possession of, or the recovery of possession of the 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

As to the Second Cause of Action, as to Eduardo Angel (2)Hernandez, the sum of \$29,416.43, principal, fees and interest, computed through May 17, 2023, plus per diem interest per day thereafter; and

As to the Third Cause of Action, as to the Sheboygan Police (3)Department, For the possession of, or the recovery of possession of the 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

(4)As to the Fourth Cause of Action, as to Depot Auto Service and Towing, Inc., For the possession of, or the recovery of possession of the 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

As to the Fifth Cause of Action, as to the Sheboygan Police (5)Department and Depot Auto Service and Towing, Inc., jointly and severally, the sum of \$29,416.43, principal, fees and interest, computed through May 17, 2023, plus per diem interest per day thereafter; and

As to the Sixth Cause of Action, as to Thomas Graefe and Towing, (6)Inc., For the possession of, or the recovery of possession of the 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

For the costs and expenses, including court costs, and the (7)reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like, and reasonable attorneys' fees and legal expenses incurred by the Plaintiff, to the extent provided for in the Note and not otherwise prohibited by law; and

That the Wisconsin Department of Transportation is directed (8)to issue certificate of title for the 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 in the name of the plaintiff.

For the taxable costs and disbursements of the action. (9)

Dated: May 17, 2023.

GALANIS, POLLACK, JACOBS & JOHNSON, SC Attorneys for PlaIntiff

By Joshua J. 'Brady WI/State Bar No. 1041428

P. O. Address: 413 N. 2nd Street Suite 150 Milwaukee, WI 53203 Telephone: (414) 271-9556 jbrady@gpjlaw.com

FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE 15 U.S.C. SECTION 1692, AS AMENDED

1. Galanis, Pollack, Jacobs & Johnson, S.C. is a law firm/debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

The name and address of the creditor that the law firm represents is:

WISCONSIN CONSUMER CREDIT W5073 COUNTY ROAD O P.O. BOX 298 PLYMOUTH, WI 53073

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due by Eduardo Angel Hernandez on the total debt as of May 17, 2023 was \$29,416.43. Since interest, late charges and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will assume the debt to be valid.

6. If you notify us that you are disputing the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be provided in writing to you.

7. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying notice, the law requires us to suspend our efforts to collect the debt until we provide the requested information to you.

9. All written requests should be addressed to Galanis, Pollack, Jacobs & Johnson, S.C., 413 N. 2nd Street, Suite 150, Milwaukee, WI 53203.

Filed 05-18-2023

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EXHIBIT



Version A

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| | | | | | | | | EXHIBIT | | | | |
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| Account Payment History | 1 | · · · · · · · | | | , | | | | C | | | |
| Signer: | EDUARDO ANG | EL HERNANDE | , | | - in and | | | i) | | | | |
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| 5/23/2022 | \$610.00 | 5/5/2022 | | 610.00 | 288.70 | 321.30 | 0.00 | - | | 0.00 | 05/23/22 | 06/02/2 |
| 6/23/2022 | \$610.00 | 5/23/2022 | | 610.00 | 397.96 | 212.04 | | (a) * | | 0.00 | 05/23/22 | 07/03/2 |
| 7/23/2022 | \$610.00 | 6/24/2022 | | 610.00 | 238.48 | 371.52 | the second s | | | 0.00 | 07/23/22 | 08/02/2 |
| 8/23/2022 | \$610.00 | 7/23/2022 | | 610.00 | 276.21 | 333.79 | | | | 0.00 | 08/23/22 | 09/02/2 |
| 9/23/2022 | \$610.00 | 9/23/2022 | | 610.00 | 0.00 | 610.00 | | | | 0.00 | 09/23/22 | 10/03/2 |
| 10/23/2022 | \$610.00 | 10/23/2022 | | 610.00 | 171.20 | 438.80 | | | | 0.00 | 10/23/22 | 11/02/2 |
| 11/23/2022 | \$610.00 | | | | | | | | | 610.00 | 11/23/22 | 12/03/2 |
| 12/23/2022 | \$610.00 | | | | | | | 10 | | 610.00 | 12/23/22 | |
| 1/23/2023 | \$610.00 | | | | | | | | | 610.00 | 01/23/23 | 02/02/2 |
| 2/23/2023 | \$610.00 | | | | | | | 10 | | | 02/23/23 | and the second sec |
| 3/23/2023 | \$610.00 | | | | | | | 10.00 | | 1 martin and and the set | 03/23/23 | |
| 4/23/2023 | \$610.00 | | | | | | | 10.00 | | Allowing and the second | 04/23/23 | and the state of t |
| | · · · · · · · · · · · · · · · · · · · | • • • • • • • | | | | | | | | | | |
| Total | 7,320.00 | | | 3 660.00 | 1,372.55 | 2,287.45 | 0.00 | 40.00 | | ************************************** | | |
| and the state of the second | | | | | | 3.660.00 | 0.00 | 40.00 | and the second | | in the start of the start of | · · · · · · · · · · · · · · · · · · · |
| | | 1 | | | | | | | | | | |
| Payments Due | 7,320.00 | | | | | | | | - | | | |
| Payments Made | 3,660,00 | | | | | | | | | - | | |
| System Adj | | | | | | Contra | ct Balance | | | | | |
| Amount Behind | 3,660.00 | | | | | C60.44 | ci balance | | | | | |
| ate/NSF Fees | 40.00 | | | | | Current | (Latange | | | 529.416.43 | | |
| Other Fees | | | | | | | | | | | 1.0.0 | |
| ees Paid | 0.00 | a da | | | | Curren. | Price (pa) | | | 527,120.43 | | |
| fotal Due | \$3,700.00 | | | | | Current | Interest | | | \$2,266.00 | | |
| Mount Financed | \$28,432.98 | | | | | Cluent | Fees | | | \$40.00 | | |
| Principal Paid to Date | \$1,372.55 | | | | | | | | | | | |
| otal Principal Due | \$27,110.43 | | | | | Security | Depotit | | | \$C.05 | | |
| otal Outstanding Interest | | | | | | Recurit | efte | | | \$0.00 | | an a |
| is of 5/11/23 | \$2,266.00 | | | | | | | | | | | - |
| otal Fees Due | \$40.00 | | | | | ARLESS | e Total Balance | | | 50.00 | | |
| Additional Charges | | | | | | | · · · · | | | | | |
| otal Due on Account | \$29,416.43 | | | | | | | | | | | |
| Contract cancellations | | | | | | | | | | | | |
| ale Price | Constanting a second | | 1 | | | | | | | | | |

EXHIBIT

D

March 1, 2023

Wisconsin Consumer Credit W5073 County Road O Plymouth, WI 53073

| C23-01859 |
|-------------------|
| 2017 |
| SUBARU |
| OUTBACK |
| WHITE |
| 4S4BSANC5H3333389 |
| DEPOT TOWING |
| |

To Whom It May Concern:

Please be advised that the above-described vehicle, a 2017 Subaru Outback, has been removed by the Sheboygan Police Department from 1130 N 10th St.. under the authority of the Vehicle Abandonment Ordinance #118-276. The vehicle is now being held at the City's contract salvage yard.

Failure of the owner or lien holder of the vehicle to exercise their rights to claim the vehicle as per Municipal Ordinance #118-279 shall be deemed a waiver of all rights, title and interest in the vehicle and a consent to the sale of the vehicle by the contract towing service. If your vehicle is unlicensed, it will continue to be deemed abandoned even after you reclaim the vehicle for as long as it is unlicensed. If your vehicle is unlicensed and is found parked upon public property within the city, it may be removed without providing new advanced notice.

Each retained vehicle not re-claimed within 10 days of this certified mail notice being sent to the last titled owner/lien holder will be disposed of as per Municipal Ordinance #118-279, said 10-day period ends 03/11/2023.

If you feel this letter has been generated in error, please contact the Sergeant of Administration, Sergeant Andy Kundinger at 920-459-3352.

Sincerely,

CHRISTOPHER D. DOMAGALSKI CHIEF OF POLICE

ANDREW S. KUNDINGER SERGEANT OF ADMINISTRATION

SBC:cnk

STATE OF WISCONSIN

Document 3

Filed 05-18-2023

Page 1 of 1

SHEBOYGAN

Wisconsin Consumer Credit vs. Eduardo Angel Hernandez Electronic Filing et al Notice

> Case No. 2023CV000274 Class Code: Money Judgment

CIRCUIT COURT

FILED 05-18-2023 Sheboygan County Clerk of Circuit Court 2023CV000274 Honorable Angela W. Sutkiewicz Branch 3

DEPOT AUTO SERVICE AND TOWING, INC. 1131 PENNSYLVANIA AVE. SHEBOYGAN WI 53081

Case number 2023CV000274 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: 9ee897

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: May 18, 2023

STATE OF WISCONSIN

Document 1

Filed 05-18-2023

Page 1 of 1

SHEBOYGAN

Wisconsin Consumer Credit vs. Eduardo Angel Hernandez Electronic Filing et al Notice

> Case No. 2023CV000274 Class Code: Money Judgment

CIRCUIT COURT

FILED 05-18-2023 Sheboygan County Clerk of Circuit Court 2023CV000274 Honorable Angela W. Sutkiewicz Branch 3

EDUARDO ANGEL HERNANDEZ 1429 ERIE AVE. SHEBOYGAN WI 53081

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Sheboygan County Circuit Court Date: May 18, 2023

GF-180(CCAP), 11/2020 Electronic Filing Notice

§801.18(5)(d), Wisconsin Statutes

Document 4

Filed 05-18-2023

Page 1 of 1

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wisconsin Consumer Credit vs. Eduardo Angel Hernandez Electronic Filing et al Notice

> Case No. 2023CV000274 Class Code: Money Judgment

FILED 05-18-2023 Sheboygan County Clerk of Circuit Court 2023CV000274 Honorable Angela W. Sutkiewicz Branch 3

THOMAS GRAEFE W2137 SHAMROCK DR. SHEBOYGAN WI 53083

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