

COMMUNITY  
DEVELOPMENT  
AUTHORITY OF THE CITY  
OF WHITEWATER  
312 W. Whitewater St  
Whitewater, WI 53190

Plaintiff,

v.

FINE FOOD ARTS LLC  
210 W. Whitewater, St.  
Whitewater, WI 53190-1938

&

JAY STINSON  
210 W. Whitewater St.  
Whitewater, WI 53190

Defendants.

Case No. \_\_\_\_\_

Case Code: 30301

Case Type: Money Judgement

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**COMPLAINT**

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Plaintiff, the Whitewater Community Development Authority, by its attorneys, Stafford Rosenbaum LLP, as and for its claims against the Defendants, alleges as follows:

**PARTIES**

1. Plaintiff, Community Development Authority of the City of Whitewater (“Plaintiff” or “Lender”), is a committee in the City of Whitewater, Wisconsin, with its principal office located at 312 W. Whitewater St., Whitewater, WI 53190.

2. Defendant, Fine Food Arts LLC (“Fine Food”), is a Wisconsin limited liability company with its principal office located at 210 W. Whitewater, St., Whitewater, Wisconsin 53190.

3. Defendant, Jay Stinson (“Mr. Stinson”), is a Wisconsin resident who resides at 210 W. Whitewater, St., Whitewater, Wisconsin 53190.

### **JURISDICTION AND VENUE**

4. This Court has personal jurisdiction over Fine Food pursuant to Wis. Stat. §§ 801.05(1)(c) and 801.05(6).

5. This Court has personal jurisdiction over Mr. Stinson pursuant to Wis. Stat. § 801.05(1)(b) because Mr. Stinson is a natural person domiciled in Wisconsin.

6. This Court has subject matter jurisdiction over this matter, as required in Wis. Stat. § 801.04(1).

7. Venue properly lies in Walworth County because the Plaintiff’s claims arose therein and Mr. Stinson resides therein, pursuant to Wis. Stat. §§ 801.50(2)(a) and (c).

### **BACKGROUND FACTS**

8. On or about December 29, 2021, Fine Food and Lender entered into that certain Loan Agreement (the “Loan Agreement”). A true and correct copy of the Loan Agreement is attached hereto as **Exhibit 1**.

9. Pursuant to the Loan Agreement, Lender agreed to extend a loan to Fine Food (the “Loan”) as further evidenced by that certain Promissory Note signed by Mr. Stinson on behalf of Fine Food in the principal amount of \$31,810.00 (the “Note”). A true and correct copy of the Note is attached hereto as **Exhibit 2**.

10. As a condition for extending the Loan to Fine Food, Fine Food granted to Lender security interest in certain collateral (the “Collateral”) as further described in that certain Security Agreement dated as of December 29, 2021 (the “Security Agreement”). A true and correct copy of the Security Agreement is attached hereto as **Exhibit 3**.

11. On or about November 8, 2022, Plaintiff filed a UCC Financing Statement, filing number 20221108000318-0, with the Department of Financial Institutions. A true and correct copy of the UCC Financing Statement, filing number 220221108000318-0, is attached hereto as **Exhibit 4**.

12. As a condition for extending the Loan to Fine Food, Mr. Stinson executed a Personal Guaranty (the “Guaranty”) guarantying the Loan. A true and correct copy of the Guaranty is attached hereto as **Exhibit 5**.

13. The Loan Agreement provided, among other things, that Fine Food was responsible for payments of all principals, interest, fees, and charges due for a total of forty-two (42) months. (Exh. 1 § 2(a)(i)).

14. The Loan Agreement also states that “in the event [Fine Food] ceases the active conduct of its business operations . . . [Fine Food] shall be deemed and considered to be in default . . .” (Exh. 1 § 13).

15. Additionally, the Loan Agreement provided that “[i]n the event [Fine Food], prior to the time that the loan has been fully paid and satisfied by [Fine Food], ceased the active conduct of its business operations in the City of Whitewater . . . the entire outstanding balance of the loan shall become immediately due and payable at the option of” Plaintiff. (Exh. 1 § 10).

16. Further, both the Loan Agreement and Note provide that Plaintiff is entitled to recover its reasonable attorney’s fees incurred from Plaintiff’s efforts to collect the sums owed under the Loan Agreement and Note. (Exh. 1 § 13; Exh. 2 § 3),

17. On or around October 3, 2022, Fine Food ceased its business operations in the City of Whitewater.

18. On or around December 1, 2022, pursuant to the terms of the Loan Agreement, Plaintiff sent Fine Food and Mr. Stinson a notice of default as a result of ceasing its business operations, a notice of accelerated payment and a demand for payment in full (the “Notice”). A true and correct copy of the Notice is attached hereto as **Exhibit 6**.

19. Upon receipt of the Notice, Fine Food and Mr. Stinson were obligated to pay the entire outstanding balance of the Loan, together with interest.

20. To date, Fine Food has not paid Plaintiff the entire sum owed under the Loan Agreement.

21. Fine Food has failed to pay all sums owed under the Loan Agreement and is in default under the terms of the Loan Agreement, Note and Security Agreement.

22. Further, Mr. Stinson has failed to pay all sums due or to become due under the Loan Agreement and Note pursuant to the Guaranty and is in default under the terms of the Guaranty.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT AGAINST FINE FOOD**

23. Paragraphs 1-22 above are realleged and incorporated as if fully set forth below.

24. Under the Loan Agreement and Note, Fine Food promised to pay all sums due under the Loan Agreement and Note.

25. The Loan Agreement and Note are valid, enforceable contracts against Fine Food.

26. Fine Food has not fulfilled its obligations under the Loan Agreement and Note by failing to pay all sums owed under the Agreement.

27. Further, Fine Food has not fulfilled its obligations under the Loan Agreement and Note by ceasing its business operations prior to the time that the Loan has been fully paid and satisfied.

28. Consequently, Fine Food has materially breached the Agreement.

29. As of **January 9, 2025**, there is now due and owing to Plaintiff from Fine Food the total sum of **\$35,939.24** under the Agreement.

30. Fine Food has not been excused from any of its duties and obligations under the Loan Agreement and Note, and its failure to meet its obligations under the Loan Agreement and Note is indefensible.

31. Plaintiff has suffered, and continues to suffer, harm as a direct and proximate cause of Fine Food's breach.

**SECOND CAUSE OF ACTION: BREACH OF CONTRACTS AGAINST MR. STINSON**

32. Paragraphs 1-31 above are realleged and incorporated as if fully set forth below.

33. Under the Guaranty, Mr. Stinson promised to "guarantee full and timely . . . payment of all sums . . . due or to become due" under the Agreement. (Exh. 5)

34. The Guaranty is a valid, enforceable contract against Mr. Stinson.

35. Mr. Stinson has not fulfilled his obligations under the Guaranty by failing to pay the sums owed under the Loan Agreement and Note.

36. Consequently, Mr. Stinson has materially breached the Guaranty.

37. As of **January 9, 2025**, there is now due and owing to Plaintiff from Mr. Stinson the total sum of **\$35,939.24** under the Guaranty.

38. Mr. Stinson has not been excused of his duties and obligations under the Guaranty, and his failure to meet his obligations under the Guaranty is indefensible.

39. Plaintiff has suffered, and continues to suffer, harm as a direct and proximate cause of Mr. Stinson's breach of the Guaranty.

**THIRD CAUSE OF ACTION: REPLEVIN OF COLLATERAL**

40. Paragraphs 1-39 above are realleged and incorporated as if fully set forth below.

41. Pursuant to the Security Agreement, Fine Food granted security interest in the Collateral.

42. Fine Food is in default of the Loan Agreement, Note and Security Agreement. Under the terms of the Security Agreement, upon default, Lender is entitled to immediate possession of the Collateral. (Exh. 1 § 8)

43. Upon information and belief, the Collateral has not been taken for a tax, assessment or fine or seized under any execution or attachment against the Collateral, or that if so seized that it is exempt from the seizure.

44. Fine Food remains in possession of the Collateral, which possession is wrongful as to the Plaintiff.

**WHEREFORE**, Plaintiff demands judgment against the Defendants as follows:

A. For money judgment against the Defendants in the amount of Thirty-Five Thousand Nine Hundred and Thirty-Nine Dollars and Twenty-Four Cents (\$35,939.24), representing amount owing to Plaintiff as of January 9, 2025, plus any and all charges, interest, and late fees incurred subsequent to those set forth herein, plus the amount of the Plaintiff's fees and costs of collection, including reasonable attorneys' fees, incurred in this matter.

B. Granting the Plaintiff a judgement of replevin entitling Plaintiff to immediate possession of and the right to sell the Collateral.

C. For such other and further relief as may be provided by law or equity.

Dated: January 9, 2025

STAFFORD ROSENBAUM LLP

By: Electronically signed by Iana A. Vladimirova

Iana A. Vladimirova

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