

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH

BROWN COUNTY

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ONEIDA SMALL BUSINESS, INC.  
3812 N. County Line Road  
Oneida, WI 54155

Plaintiff,

**COMPLAINT**

vs.

CASE NO.: 13 CV

SCOTT D. COTRELL  
d/b/a SCOTTY POTTIE'S  
4161 Hill Crest Drive  
Green Bay, WI 54313

Case Code: 30304

And

COLLEEN M. COTRELL  
d/b/a SCOTTY POTTIE'S  
4161 Hill Crest Drive  
Green Bay, WI 54313

FILED  
NOV 15 2013  
CLERK OF COURTS  
BROWN COUNTY, WI

Defendants.

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NOW COMES the Plaintiff, Oneida Small Business, Inc., by its attorneys, LEWIS & VAN SICKLE, LLC, and as and for its complaint against the defendants alleges and shows the Court as follows:

**PARTY  
PLAINTIFF**

1. Plaintiff, Oneida Small Business, Inc., is a Non-Stock Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin. The principal address and place of business of such Plaintiff is 3812 N. County Line Road, Oneida, Wisconsin 54155. Plaintiff is engaged in providing small business loans.

**PARTY  
DEFENDANT**

2. Defendant, Scott D. Cotrell, is an adult resident of the State of Wisconsin with a last known principal address of 4131 Hill Crest Drive, Green Bay, Wisconsin, 54313. Defendant, Scott

D. Cotrell, has been doing business as Scotty Pottie's.

3. Defendant, Colleen M. Cotrell, is an adult resident of the State of Wisconsin with a last known principal address of 4131 Hill Crest Drive, Green Bay, Wisconsin, 54313. Defendant, Colleen M. Cotrell, has been doing business as Scotty Pottie's.

### CAUSE OF ACTION

4. Defendants, Scott D. Cotrell and Colleen M. Cotrell, d/b/a Scotty Pottie's, on or around September 10, 2009, executed a Business Note wherein Defendant borrowed money from the Plaintiff subject to the terms and conditions set forth in said note. The Note renewed a previous note dated April 27, 2007. The principal amount borrowed by the Defendant was \$100,000.00. A copy of said Note is attached hereto and incorporated herein by reference as Exhibit "A".

5. Defendant, was to make monthly payments in the sum of \$1,015.16.

6. On April 27, 2007, Defendants, Scott D. Cotrell and Colleen M. Cotrell, d/b/a Scotty Pottie's, signed a General Business Security Agreement pledging assets of the business as collateral for the Business Note.

7. On April 27, 2007, Scott D. Cotrell and Colleen M. Cotrell, d/b/a Scotty Pottie's, pledged a 1999 Dodge Ram, VIN #1B7MF3369XJ546110 as collateral for the above referenced note. A copy of the Chattel Security Agreement is attached hereto as Exhibit "B".

8. Defendants are in default on this credit transaction because defendants have failed to make payments to Plaintiff per the terms of said Business Note. On August 28, 2013, Defendant was mailed a notice of delinquency and right to cure. To date, Defendant has failed to cure the default or surrender the vehicle and other collateral pledged to the Plaintiff. A copy of the right to cure default was mailed to the Defendants, Scott D. Cotrell and Colleen M. Cotrell, d/b/a Scotty Pottie's at 4131 Hill Crest Drive, Green Bay, Wisconsin.

9. If plaintiff obtains possession of the collateral pursuant to surrender or if plaintiff prevails in this action and obtains possession or the right to possession of the collateral, defendant will have the right to redeem the collateral for a period of not longer than fifteen (15) days thereafter, by:

A. Paying:

i. Payments Past due:	\$48,727.68
ii. Performance Deposit	\$ 1,015.16
iii. Filing Fee	\$ 265.50
iv. Service Fee tbd	
TOTAL	<hr/> \$ 50,008.34

10. If defendants fail to redeem collateral, plaintiff intends to move the court to hold this matter open and seek a deficiency judgment and defendant may be liable thereon for the amount in which the balance due on the transaction exceeds the fair market value of the collateral.

11. Defendant is in breach of the Business Note for failure to make payments as required by the terms of the Note and are therefore in default on the loan.

12. As of August 22, 2013, the sum of \$116,032.86 is due and owing to Plaintiff, Oneida Small Business per the terms of the Business Note. Per the terms of the Business Note and defendants breach of the Note, Plaintiff, Oneida Small Business, Inc., is demanding payment in full. The total sum of \$116,032.86 consists of \$100,000.00 principal, \$15,322.22 in interest and \$710.64 in late charges. The Business Note collects interest at 4.00%.

### JURISDICTION

13. This Court has jurisdiction over Defendant according to Sec. 801.05(6), Stats., as this action arises out of activities of Plaintiff within the State of Wisconsin.

### VENUE

14. The venue in this action is properly in Brown County, Wisconsin pursuant to Sec. 801.50(2), Stats., in that the claim arose within the County of Plaintiff's principal operation of business.

WHEREFORE, Plaintiff demands judgment:

1. For a money judgment against Defendants, Scott D. Cotrell and Collen M. Cotrell, d/b/a Scotty Pottie's, jointly and severally, in the sum of \$116,032.86 plus pre and post judgment interest owing thereon, to include reasonable attorneys fees and costs.
2. A Writ of Replevin of all property secured by the General Business Security

Agreement and Note;

3. Judgment for possession of the collateral listed in paragraph 7 and Writ of Replevin to be executed by the Court for Replevin of the 1999 Dodge Ram;
4. To hold open the judgment amount to allow for calculation of the deficiency subsequent to repossession and sale of the vehicle and other items securing the subject Note; and
5. For costs and disbursements of this action, including reasonable attorney's fees.

Dated this 13 day of November, 2013.

LEWIS & VAN SICKLE, LLC

By: 

Andrew A. Van Sickle 1022263

Attorney for the Plaintiff, Oneida Small  
Business, Inc.

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