

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

WHITE EAGLE SPORTS BAR & GRILL, LLC  
P.O. Box 131  
Oneida, WI 54155

Case Code: 30304

And

PAUL F. DANFORTH  
4774 N. County Line Road  
Oneida, WI 54155

And

CHRISTINA S. DANFORTH  
4774 N. County Line Road  
Oneida, WI 54155

Defendants.

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FILED  
NOV 15 2013  
CLERK OF COURTS  
BROWN COUNTY, WI

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, White Eagle Sports Bar and Grill, LLC, is limited liability company doing business in the State of Wisconsin with a principal business address of P.O. Box 131, Oneida, Wisconsin, 54155.

3. Defendant, Paul F. Danforth, is an adult resident of the State of Wisconsin with a last known principal address of 4774 N. County Line Road, Oneida, Wisconsin, 54155. Defendant, Paul F. Danforth, has been doing business as White Eagle Sports Bar and Grill, LLC, with Defendant, Christina S. Danforth.

4. Defendant, Christina S. Danforth, is an adult resident of the State of Wisconsin with a last known principal address of 4774 N. County Line Road, Oneida, Wisconsin, 54155. Defendant, Christina S. Danforth, has been doing business as White Eagle Sports Bar and Grill, LLC, with Defendant, Paul F. Danforth.

**CAUSE OF ACTION**

5. Defendant, White Eagle Sports Bar and Grill, LLC, on or around November 18, 2009, executed a Business Note and refinancing previous Notes wherein Defendants borrowed money from the Plaintiff subject to the terms and conditions set forth in said note. The principal amount borrowed by the Defendant, White Eagle Sports Bar and Grill, LLC, was \$48,925.16.

6. Defendants, were to make 35 monthly payments in the sum of \$300.00 with the balance of the Business Note due and owing on November 18, 2012.

7. On August 18, 2006, Defendant, White Eagle Sports Bar and Grill, LLC signed a General Business Security Agreement pledging assets of the business as collateral for the Business Note.

8. On August 18, 2006, Defendants, Paul F. Danforth and Christina S. Danforth signed a Continuing Guaranty (Unlimited), personally guaranteeing the loans of White Eagle Sports Bar and Grill, LLC.

9. On August 28, 2013, Defendants were forwarded notice of the past due nature of their account and demand for payment was made. Defendants have failed to renew the note, as the same has now matured, and/or pay the same in full.

10. Defendants are 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.

11. As of August 22, 2013, the sum of \$54,358.80 is due and owing to Plaintiff, Oneida Small Business per the terms of the Business Note. As the maturity date of the Business Note has passed, Plaintiff, Oneida Small Business, Inc., is demanding payment in full. The total sum of \$54,358.80 consists of \$48,140.78. principal and \$6,218.02 in interest. The Business Note collects interest at 4.00%.

### **JURISDICTION**

12. 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**

13. 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, White Eagle Sports Bar and Grill, LLC, Paul F. Danforth and Christina S. Danforth, jointly and severally in the sum of \$54,358.80 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; and

3. 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 1022267  
Attorney for the Plaintiff, Oneida Small  
Business, Inc.

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