

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH

BROWN COUNTY

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

Plaintiff,

COMPLAINT

vs.

CASE NO.: 13 CV

LESLIE D. CORNETTE
d/b/a KC'S LAWN CUTTING SERVICES
P.O. Box 234
4219 Merrimac Way
Oneida, WI 54155

Case Code: 30304

FILED
NOV 22 2013

Defendants.

CLERK OF COURTS
BROWN COUNTY, WI

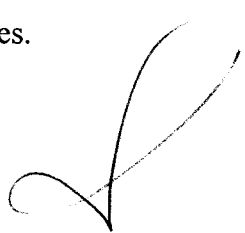
NOW COMES the Plaintiff, Oneida Small Business, Inc., by its attorneys, LEWIS & VAN SICKLE, LLC, and as and for its complaint against the defendants alleges and shows the Court as follows:

**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 the lending of small business loans.

**PARTY
DEFENDANT**

2. Defendant, Leslie D. Cornette, is an adult resident of the State of Wisconsin with a last known principal address of 4219 Merrimac Way, P.O. Box 234, Oneida, Wisconsin, 54155. Defendant, Leslie D. Cornette, has been doing business as KC's Lawn Cutting Services.



CAUSE OF ACTION

4. Defendant, Leslie D. Cornette, d/b/a KC's Lawn Cutting Services, on or around May 2, 2008, executed a Business Note wherein Defendant borrowed money from the Plaintiff subject to the terms and conditions set forth in said note. The principal amount borrowed by the Defendant was \$30,000.00. A copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

5. Defendant, was to make monthly payments in the sum of \$553.32.

6. On May 2, 2008, Defendant, Leslie D. Cornette, d/b/a KC's Lawn Cutting Service, signed a General Business Security Agreement pledging assets of the business as collateral for the Business Note.

7. On May 2, 2008, Leslie D. Cornette, d/b/a KC's Lawn Cutting Service, pledged a 2004 Dodge Ram, VIN #1D7HU18DX4S551461 as collateral for the above referenced note. A copy of the Chattel Security Agreement is attached hereto as Exhibit "B".

8. Defendant is in default on this credit transaction because defendant has 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 Defendant, Leslie Cornette d/b/a KC's Lawn Cutting Service at 237 Coolidge Green Bay, WI and again at P.O. Box 234, Oneida, 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:	\$35,685.56
ii. Performance Deposit	\$ 0
iii. Filing Fee	\$ 265.50
iv. Service Fee tbd	
TOTAL	<hr/> \$ 35,951.06

10. If defendant fails 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 \$35,685.56 is due and owing to Plaintiff, Oneida Small Business per the terms of the Business Note. Per the terms of the Business Note and defendant's breach of the same and maturity of the Note on May 2, 2013, Plaintiff, Oneida Small Business, Inc., is demanding payment in full. The total sum of \$35,685.56 consists of \$29,105.85 principal, \$6,054.02 in interest and \$525.69 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 Defendant, Leslie Cornette, d/b/a KC's Lawn Cutting Service, in the sum of \$35,685.56 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 2004 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 20th day of November, 2013.

LEWIS & VAN SICKLE, LLC

By: 

Andrew A. Van Sickle 1022263
Attorney for the Plaintiff, Oneida Small
Business, Inc.

LEWIS & VAN SICKLE, LLC
P.O. Box 107
Pulaski, WI 54162
920-822-2777