

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

TAMAR J. CORNELIUS
d/b/a GALI'S RESTAURANT
133 S. Taylor Street
Green bay, WI 54303

Case Code: 30304

And

JORGE E. SOTO-COLON
d/b/a GALI'S RESTAURANT
133 S. Taylor Street
Green Bay, WI 54303

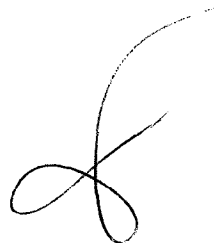
Defendants.

FILED
NOV 25 2013
CLERK OF CIRCUIT COURT
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, Tamar J. Cornelius, is an adult resident of the State of Wisconsin with a last known principal address of 733 S. Taylor Street, Green Bay, Wisconsin, 54303. Defendant, Tamar J. Cornelius, was doing business as Gali's Restaurant, with Defendant, Jorge E. Soto-Colon.

3. Defendant, Jorge E. Soto-Colon, is an adult resident of the State of Wisconsin with a last known principal address of 733 S. Taylor Street, Green Bay, Wisconsin, 54303. Defendant, Jorge E. Soto-Colon, was doing business as Gali's Restaurant, with Defendant, Tamar J. Cornelius.

CAUSE OF ACTION

4. Defendants, Tamar J. Cornelius and Jorge E. Soto-Colon, d/b/a Gali's Restaurant, on or around October 28, 2008, executed a Business Note 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 Defendants was \$100,000.00.

5. Defendants, were to make monthly payments in the sum of \$1,015.18.

6. On May 2, 2008, Defendants, Tamar J. Cornelius and Jorge E. Soto-Colon, d/b/a Gali's Restaurant, signed a General Business Security Agreement pledging assets of the business as collateral for the Business Note.

7. Defendants, Tamar J. Cornelius and Jorge E. Soto-Colon executed all the documents referenced herein personally, d/b/a Gali's Restaurant. Subsequent to execution of all the documents, Defendants formed an LLC which has now been administratively dissolved.

8. On August 28, 2013, Defendants were forwarded notice of the past due nature of their account and demand for payment was made.

9. 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.

10. As of August 22, 2013, the sum of \$117,887.30 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 same, Plaintiff, Oneida Small Business, Inc., is demanding payment

in full. The total sum of \$117,887.30 consists of \$98,630.16. principal, \$18,597.26 in interest and \$659.88 in late charges. The Business Note collects interest at 4.00%.

JURISDICTION

11. 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

12. 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, Tamar J. Cornelius and Jorge E. Soto-Colon, jointly and severally in the sum of \$117,887.30 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 21 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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