

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

ROBERT YUMA THOMAS
2971 Standing Stone Drive
Oneida, WI 54115

Defendants.

F I L E D
NOV 14 2013

CLERK OF 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 general banking business.

PARTY

DEFENDANT

2. Defendant, Robert Yuma Thomas, is an adult resident of the State of Wisconsin with a last known principal address of 2971 Standing Stone Drive, Oneida, Wisconsin, 54115. Defendant Robert Yuma Thomas was the sole Member and Registered Agent of Sisters' Bread, LLC, which was a limited liability company organized under the laws of the State of Wisconsin but was administratively dissolved in 2011.

CAUSE OF ACTION

3. Defendant, Robert Yuma Thomas, on behalf of Sisters' Bread, LLC, on or around March 12, 2007, 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 \$63,532.70. A copy of said Note is attached hereto and incorporated herein by reference as Exhibit "A".

4. Defendant, was to make monthly payments in the sum of \$676.25.

5. On November 24, 2006, Defendant, Robert Yuma Thomas, on behalf of Sisters' Bread, LLC, signed a General Business Security Agreement pledging assets of the business as collateral for the Business Note.

6. On November 24, 2006, Defendant, Robert Yuma Thomas signed a Continuing Guaranty (Unlimited), personally guaranteeing the loans of Sisters' Bread, LLC.

7. On November 24, 2006, Defendant, Robert Yuma Thomas, on behalf of Sisters' Bread, LLC, signed a Selective Business Security Agreement pledging specific assets of Sisters' Bread, LLC to secure the Business Note. The following is a list of the specific assets pledged:

- a. 2 door Vulcan Oven, Serial #7019705;
- b. 2 door Blodgette Oven, Serial #6049213;
- c. 120 qt. Hobart Mixer, Serial #1342266;
- d. 18' – 15' – 10' Stainless Steel Counter;
- e. Moline Sheeter, Serial #81957; and
- f. Oliver Bread Slicer with Bagger, Serial #131314.

A copy of the Selective Business Security Agreement is attached hereto and incorporated herein 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 collateral pledged to the Plaintiff.

9. 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.

10. 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.

11. As of August 22, 2013, the sum of \$72,722.58 is due and owing to Plaintiff, Oneida Small Business, Inc., per the terms of the Business Note. Per the terms of the Business Note and defendant's breach of the Note, Plaintiff, Oneida Small Business, Inc., is demanding payment in full. The total sum of \$72,722.58 consists of \$57,523.02 principal, \$14,523.36 in interest and \$676.20 in late charges. The Business Note collects interest at 5.00%.

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 Defendant, Robert Yuma Thomas in the sum of \$72,722.58 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, Selective Business Security Agreement and Note;

3. Judgment for possession of the collateral listed in paragraph 8 and Writ of Replevin to be executed by the Court for Replevin of the specific items listed herein;
4. To hold open the judgment amount to allow for calculation of the deficiency subsequent to repossession and sale of the collateral securing the subject Note; and
5. For costs and disbursements of this action, including reasonable attorney's fees.

Dated this 11th 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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