

STATE OF WISCONSIN CIRCUIT COURT BROWN COUNTY
BRANCH _____

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Brown County Circuit Court, 100 S. Jefferson St., PO Box 23600, Green Bay, Wisconsin 54305-3600 and to Janssen Law LLC, Plaintiff's attorneys, whose address is 3000 Riverside Drive, Suite 210, Wisconsin 54301. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

DATED this 23 day of July, 2018.

JANSSEN LAW LLC

By: 

Robert J. Janssen, Attorney for Plaintiff
State Bar No. 1000525

POST OFFICE ADDRESS:

3000 Riverside Drive, Suite 210
Green Bay, WI 54301
920-425-4844

FILED
07-25-2018
Clerk of Circuit Court
Brown County, WI
2018CV000902
Honorable Kendall M.
Kelley
Branch 4

STATE OF WISCONSIN CIRCUIT COURT BROWN COUNTY
BRANCH _____

VOS ELECTRIC, INC.
3131 MARKET STREET
GREEN BAY, WI 54304,

Plaintiff,

CASE NO.: 18 CV _____

Classification Code: 30301

vs.

Money Judgment

GLENARBOR PARTNERS, INC.
55 E. ERIE STREET, SUITE 2304
CHICAGO, IL 60611,

Defendant.

COMPLAINT

Plaintiff, Vos Electric, Inc., by its attorneys, Janssen Law LLC, hereby complains of the Defendant as follows:

GENERAL ALLEGATIONS

1. The Plaintiff, Vos Electric, Inc., is a Wisconsin corporation, with a principal office located at the address of 3131 Market Street, Green Bay, Brown County, Wisconsin 54304.

2. The Defendant, GlenArbor Partners, Inc., is a foreign corporation, incorporated in the State of Illinois, with a principal address of 55 East Erie Street, Suite 2304, Chicago, IL 60611. The registered agent for this Defendant is Stephen A. Smith, 55 East Erie Street, Suite 2304, Chicago, IL 60611. Upon information and belief, GlenArbor Partners, Inc. is a private investment firm in the business of investing in real estate and early to mid-stage companies, and performs substantial business in the State of Wisconsin.

VENUE

3. Venue is proper in this Court pursuant to section 801.50(2)(a) in that the claim alleged herein arises in this County, as the Plaintiff/lender's principal place of business is located in Brown County, WI.

CAUSE OF ACTION – BREACH OF PROMISSORY NOTE

4. On May 3, 2017, the Defendant, GlenArbor Partners, Inc., executed a Promissory Note payable to the Plaintiff in the amount of One Million Dollars (\$1,000,000.00) with an annual interest rate of six (6.0%) percent until paid in full. A copy of the Promissory Note is attached hereto as Exhibit "A".

5. The Defendant has not made any payments to date.

6. On March 19, 2018, counsel for Plaintiff sent Defendant a collection letter with written notice of their Wisconsin Consumer Act and Federal Fair Debt Collection Act rights, with a proposed settlement amount of \$1,052,602.74, which was returned as "Attempted – Not Known" and "Unable to Forward." A true and accurate copy of the June 13, 2018 letter is attached hereto and incorporated herein as Exhibit "B."

7. Defendant has failed, neglected and refused to pay the Promissory Note according to its terms.

8. Defendant is in default on the Promissory Note, and the **total balance due as of July 18, 2018, is \$1,072,655.96**, which includes the unpaid principal of \$1,000,000, interest of \$72,655.96 (at the rate of 6.0% through July 18, 2018 – 442 days at \$163.38 per day), plus all costs of collection, including attorneys' fees, as herein provided in said Promissory Note.

WHEREFORE, Plaintiff, Vos Electric, Inc., respectfully requests judgment against the Defendant, GlenArbor Partners, Inc., for the following:

- A. An award in the amount of \$1,072,655.96 together with additional interest thereon of \$164.38 per day after July 18, 2018.
- B. For costs and disbursements of this action, including actual attorneys' fees as permitted by law; and
- C. For any other relief the court may deem just and equitable.

DATED this 23 day of July, 2018.

JANSSEN LAW LLC

By: 

Robert J. Janssen, Attorney for Plaintiff
State Bar No. 1000525

POST OFFICE ADDRESS:

3000 Riverside Drive, Suite 210
Green Bay, WI 54301
920-425-4844

THE FAIR DEBT COLLECTION NOTICE IS ATTACHED AS *EXHIBIT "C."* FOR YOUR INFORMATION, ANY INFORMATION PROVIDED BY THE DEBTOR WILL BE USED FOR THE PURPOSE OF THE COLLECTION OF THIS DEBT.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE. THEREFORE THIS NOTE MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE SECURITIES LAWS OF THE STATE OF WISCONSIN, PURSUENT TO REGISTRATION OR EXEMPTION THEREFROM.

PROMISSORY NOTE

Green Bay, Wisconsin

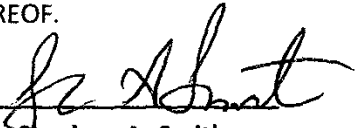
May 3, 2017

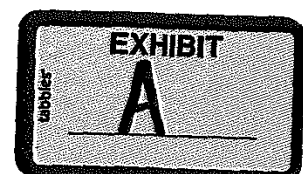
FOR VALUE RECEIVED, the undersigned, GlenArbor Partners Incorporated, an Illinois Corporation located at 55 East Erie Street in Chicago, Illinois ("Maker") hereby promises to pay to the order of Vos Electric Incorporated, a Wisconsin Corporation located at 3131 Market Street in Green Bay, Wisconsin ("Payee"), the principal sum of One Million Dollars (\$1,000,000). In addition, interest shall accrue at an annual rate of six (6.0%) percent or 0.5% per month until paid in full. The promissory note plus interest becomes payable in full on December 31, 2017 unless it is extended in writing by both parties. This note is pre-payable without penalty at any time.

No delay or omission on the part of Payee or any holder of this Note in exercising a right or option given to Payee or such holder shall impair such right or option to be considered as a waiver thereof or acquiescence of any default hereunder. Maker shall be obligated to pay to Payee any costs incurred by Payee in the collection of sums due hereunder by Maker including any attorney fees.

Maker hereby waives presentment, demand, notice of dishonor and consents to any and all extensions and renewals hereof without notice. If Maker becomes subject to any federal or state bankruptcy or insolvency action without the requirement of notice or presentment on behalf of Payee to Maker, this outstanding principal and interest and all other amounts due on and in accordance with this Note shall become due and payable.

UPON PAYMENT IN FULL OF THIS NOTE OR UPON ADJUSTMENT DESCRIBED ABOVE, PAYEE AGREES TO SURRENDER THIS NOTE TO MAKER FOR CANCELLATION THEREOF.

By: 
Stephen A. Smith
President



Janssen Law^{llc}

A COPY OF THE FAIR DEBT COLLECTION PRACTICES ACT NOTICE IS ENCLOSED FOR YOUR INFORMATION. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION PROVIDED WILL BE USED FOR PURPOSES OF COLLECTING THE DEBT.

March 19, 2018

GlenArbor Partners Incorporated
Attn: Mr. Stephen A. Smith
55 E. Erie St., Suite 2304
Chicago, IL 60611

VIA CERTIFIED MAIL U.S. POSTAL SERVICE

Re: Debt owed to Vos Electric, Inc.

Dear Mr. Smith:

I represent Vos Electric, Inc. with regard to the debt owed by GlenArbor Partners Incorporated in connection with the Promissory Note dated May 3, 2017, which is attached for your reference.

According to our records, GlenArbor Partners Incorporated owes Vos Electric, Inc. **\$1,052,602.74 as of March 19, 2018**, and interest is continuing to accrue on this debt.

We respectfully request that payment be made on the amount due and owing **on or before March 31, 2018**. If GlenArbor Partners Incorporated does not pay the sum of money by that time, we will take whatever legal action is necessary to protect our interest. I thank you for your anticipated cooperation.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

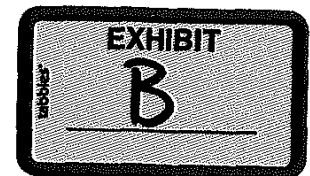
JANSSEN LAW LLC

By: 

Robert J. Janssen
bob@janssenlawfirm.com

RJJ:kmv

Enc.



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PROMISSORY NOTE

Green Bay, Wisconsin

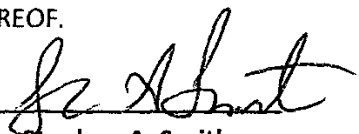
May 3, 2017

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By: 
Stephen A. Smith
President

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (the Act),
15 U.S.C. Section 1692 As Amended**

Janssen Law, LLC is a debt collector and is attempting to collect a debt on behalf of the creditor named in the attached correspondence.

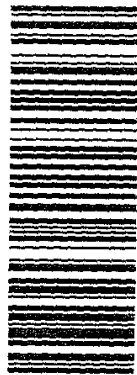
1. Any information provided by the debtor will be used for the purpose of collection of the debt.
2. The amount of the debt is stated in this correspondence.
3. The creditor to whom the debt is owed is set forth in this correspondence.
4. The debt described herein will be assumed to be valid, unless the debtor, within thirty (30) days after the receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.
5. If the debtor notifies, in writing, within, the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt, or a copy of a Judgment against the consumer and a copy of such verification or Judgment will be mailed to the debtor.
6. If the creditor named is not the original creditor, and if the debtor makes a written request within the thirty (30) days from the receipt of the notice, the name and address of the original creditor will be mailed to the debtor.
7. Written requests required pursuant to this Notice should be addressed to Janssen Law, LLC, 3000 Riverside Drive, Suite 210, Green Bay, WI 54301.

**BE ADVISED THAT THE PLAINTIFF MAY FILE SUIT AGAINST YOU
BEFORE THE EXPIRATION OF THE 30 DAY PERIOD**

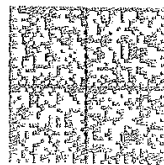
REGISTERED MAIL

Janssen Law
Inc.

3000 Riverside Dr. Suite 210, Green Bay, WI 54301

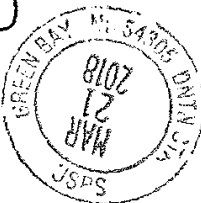


7015 3010 0000 5969 4655



NEOPOST
\$006.67
03/20/2018 ZIP 54301
042114808418

US POSTAGE



Glenn Arbor Partners Incorporated
Attn: Mr. Stephen A. Smith
55 E. Erie St., Suite 2304
Chicago, IL 60611

RECEIVED

APR - 1 2018

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ANX
E0611 3010 0000 5969 4655

BCI 54301260000 *2788-11358-21-41

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