

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH VI

BROWN COUNTY

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VOS ELECTRIC, INC.,

Plaintiff,

v.

Case No. 18-CV-902

Case Code: 30301

GLENARBOR PARTNERS, INC.,

Defendant,

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**DEFENDANT’S, GLENARBOR PARTNER, INC.’S,  
ANSWER TO PLAINTIFF’S COMPLAINT  
AND AFFIRMATIVE DEFENSES**

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NOW COMES the Defendant, GlenArbor Partners, Inc. (“GlenArbor” or “Defendant”), by and through its attorneys, Davis & Kuelthau, s.c., and as to the Plaintiff’s, Vos Electric, Inc. (“Vos” or “Plaintiff”), Complaint, the Defendant answers as follows:

**GENERAL ALLEGATIONS**

1. In answering Paragraph 1, GlenArbor lacks sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph, and therefore, deny.
2. In answering Paragraph 2, GlenArbor admits the allegations.

**VENUE**

3. In answering Paragraph 3, GlenArbor asserts that the allegations in this paragraph are legal conclusions to which no response is required, to the extent a response is required, GlenArbor denies the allegations.

**CAUSE OF ACTION – BREACH OF PROMISSORY NOTE**

4. In answering Paragraph 4, GlenArbor asserts that Exhibit A speaks for itself and denies any allegations inconsistent therewith.
5. In answering Paragraph 5, GlenArbor denies the allegations.
6. In answering Paragraph 6, GlenArbor lacks sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph, and therefore, denies. GlenArbor further asserts that Exhibit B speaks for itself and denies any allegations inconsistent therewith.
7. In answering Paragraph 7, GlenArbor denies the allegations.
8. In answering Paragraph 8, GlenArbor asserts that the allegations in this paragraph are legal conclusions to which no response is required, to the extent a response is required, GlenArbor lacks sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph, and therefore, denies.

**AFFIRMATIVE DEFENSES**

1. The Defendant, GlenArbor Partners, Inc., re-asserts and re-alleges all of its answers to Paragraphs 1 through 8 to the Plaintiff's Complaint, as affirmative defenses.
2. Plaintiff failed to serve Defendant pursuant to the requirements of Wisconsin Statute § 801.11.
3. Plaintiff's alleged service of summons by publication was insufficient pursuant to Wisconsin Statute Chapter 985.
4. Plaintiff has, to date, failed to timely serve Defendant in person and cannot timely serve Plaintiff via publication because Plaintiff is required to serve the authenticated summons and complaint by October 23, 2018, and, pursuant to Wisconsin Statute §§ 801.11(1)(c)

and 985.07(3), service by publication requires the summons to be published for three consecutive weeks.

5. The Court lacks personal jurisdiction over Defendant.
6. The Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief may be granted.
7. The Plaintiff's alleged damages, if any, were caused in whole or in part by the Plaintiff's own conduct.
8. Plaintiff has failed to mitigate its damages.
9. Plaintiff's harm was caused by a superseding cause or breach.
10. Plaintiff's claims are barred in whole or in part under the doctrine of estoppel, waiver, and/or laches.
11. Plaintiff's claims are barred in whole or in part under the doctrines of accord and satisfaction.
12. Upon information and belief, the promissory note at issue in this matter, or certain terms contained therein, are void, unenforceable and/or unconscionable.
13. The Defendant pleads the limitations on punitive damages set forth in Wis. Stat. § 895.043.
14. The Defendant asserts that the imposition of punitive damages sought by Plaintiff would violate the rights of the Defendant under the United States and Wisconsin Constitutions.
15. The Defendant, GlenArbor Partners, Inc., re-alleges and incorporates herein by reference the defenses set forth in Wis. Stat. § 802.02(3) and Wis. Stat. § 802.06(2), as if fully set forth in full herein, so as to avoid waiver of such defenses pending discovery, and reserves the right to amend and supplement these defenses as litigation proceeds.

WHEREFORE, Defendant, GlenArbor Partners, Inc., by and through its attorneys, Davis & Kuelthau, s.c., respectfully requests judgment as follows:

- a. Immediate dismissal of Plaintiff's Complaint with prejudice and without costs;
- b. Immediate dismissal of Plaintiff's demand for attorneys' fees and costs;
- d. For other or further order, judgment or relief as the case requires or equitable considerations allow.

**DEFENDANT DEMANDS A TRIAL BY JURY FOR ALL TRIABLE ISSUES.**

Dated: October 17, 2018.

DAVIS & KUELTHAU, s.c.  
Attorneys for Defendant,  
GlenArbor Partners, Inc.

By: Electronically signed by Sherry D. Coley  
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