



January 12, 2016 – Walworth County Board of Supervisors

**Report of the County Clerk Regarding
Communications Received After the Agenda Mailing**

The following items were placed on Supervisors' desks and are attached to this cover sheet:

County Clerk

Kimberly S. Bushey
County Clerk

- Answer to First Amended Complaint – LSCG Fund 17, LLC vs Central States, Southeast and Southwest Areas Pension Fund, Central States, Southeast and Southwest Areas Health and Welfare Fund, et al – To be referred to the Executive Committee
- Answer of Defendant, City of Elkhorn, to Plaintiff's Second Amended Complaint and Counterclaim for Surplus – LSCG Fund 17, LLC vs Mann Bros, Inc., et al – To be referred to the Executive Committee
- Claim for Damaged Property received from Chuck Nass – To be referred to the Executive Committee
- Correspondence from State Representative David Craig acknowledging receipt of Walworth County Resolution No. 58-12/15 – Urging the State Legislature to Pass Legislation to Transfer Jurisdiction of 17-Year-Old Delinquent Offenders Back into the Juvenile Justice System from the Adult Corrections System – To be placed on file
- Correspondence from Supervisor David A. Weber, District 7, requesting an amendment to the Walworth County Zoning Ordinances relative to Special Event Campgrounds – To be referred to the County Zoning Agency
- *Walworth County Aging & Disability Resource Center News*, January 2016 – To be placed on file

These items were received after the agenda mailing before the meeting. Other items that were placed on the Supervisors' desks at the meeting are not included on this report. Please contact the County Clerk's office for information regarding those items.

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

LSCG Fund 17, LLC, a Delaware limited
liability company,
13949 Ventura Blvd.
Suite 300
Sherman Oaks, CA 91423;

**ANSWER TO FIRST AMENDED
COMPLAINT**

File No.: 15-cv-032513949

Plaintiff,

Case Code: 30404; 30405
Case Type: Foreclosure of
Land Contract Mortgage

vs.

Central States, Southeast and Southwest
Areas Pension Fund, Central States,
Southeast and Southwest Areas Health and
Welfare Fund, et al.

Defendants.

FILED

DEC 23 2015

CIRCUIT COURT
WALWORTH COUNTY
DUSTIN POWERS

CENTRAL STATES' ANSWER TO FIRST AMENDED COMPLAINT

Defendants, Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and Central States Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund," and collectively with the Pension Fund, the "Funds") answer Plaintiff LSGC Fund 17, LLC's ("LSGC") Complaint as follows:

PARTIES

1. Plaintiff LSCG Fund 17, LLC ("Plaintiff") is a Delaware limited liability with offices located at 13949 Ventura Blvd., Suite 300, Sherman Oaks, CA 91423. Plaintiff brings this action as assignee under the Mortgage, underlying note and

renewals, and Security Agreement (each hereinafter described).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 1 and therefore deny the same.

2. Defendant Mann Bros., Inc. ("Mortgagor") is a Wisconsin corporation with a principal office located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. Mortgagor executed the Mortgage at issue in this action.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 2 and therefore deny the same.

3. Defendant Mann Ventures, LLC is a Wisconsin limited liability company with principal offices located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. The registered agent and address is Lisle W. Blackbourne, Esq., Godfrey, Leibsle, Blackbourn & Howarth, S.C., 354 Seymour Court, Elkhorn, WI 53121. Mann Ventures, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 3 and therefore deny the same.

4. Defendant D&M Enterprises, LLC is a Wisconsin limited liability company with principal offices located at 1950 N. Wisconsin Street, Elkhorn, WI 53121. The registered agent is Lisle W. Blackbourne, Esq., Godfrey, Leibsle, Blackbourn & Howarth, S.C., 354 Seymour Court, Elkhorn, WI 53121. D&M Enterprises, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 4 and therefore deny the same.

5. Defendant Mann Development Company Inc. is a Wisconsin corporation with principal offices located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121. The registered agent is Robert E. Mann. Mann Development Company, Inc. is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 5 and therefore deny the same.

6. Defendant R. Mann Investments, LLC is a Wisconsin limited liability company with a principal office located at 1950 N. Wisconsin Street, Suite 8C, Elkhorn, WI 53121. The registered agent is Robert E. Mann. R. Mann Investments, LLC is a named borrower on a loan secured by the Mortgage at issue in this action.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 6 and therefore deny the same.

7. Defendant State of Wisconsin, in care of Brad D. Schimel, Attorney General, 2 East Main Street, Madison, WI 53703. The State of Wisconsin is the judgment lien creditor on a judgment against Mortgager for an originally stated amount of \$75,000.00, dated November 4, 2008, and docketed on November 11, 2008 as case number 2008CX000002 ("Wisconsin Judgment").

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 7 and therefore deny the same.

8. Defendant Dodge Concrete, Inc. is a Wisconsin corporation with a principal office and registered agent office located at W6911 Silver Creek Road, Watertown, WI 53098. The registered agent is Joseph F. Marx. Dodge Concrete, Inc. is the

judgment creditor on a judgment against Mortgagor in the originally stated amount of \$5,179.50, dated March 8, 2012, and docketed March 8, 2012 as Case No. 2012SC000336. Dodge Concrete, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 8 and therefore deny the same.

9. Defendant Bore Master, Inc. is a Wisconsin corporation with a principal office and registered agent office located at N50W23076, Betker Road, Pewaukee, WI 53072. The registered agent is Daniel Olson. Bore Master, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$18,172.00, dated July 3, 2012, and recorded July 3, 2012 as Case No. 2012CV000794. Bore Master, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 9 and therefore deny the same.

10. Defendant Fabco Equipment, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 11200 W. Silver Spring Road, Milwaukee, WI 53225. The registered agent is Kenton B. Oren. Fabco Equipment, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$172,034.48, dated July 2, 2012, and docketed July 16, 2012 as Case No. 2012TJ000059. Fabco Equipment, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 10 and therefore deny the same.

11. Defendant Gerdau Ameristeel US, Inc. is a Florida corporation that is

registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office is located at 4221 West Boy Scout Blvd., Suite 600, Tampa, FL 33607. Gerdau Ameristeel US, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$15,495.06, dated July 12, 2012, and docketed July 20, 2012 as Case No. 2012TJ000062. Gerdau Ameristeel US, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 11 and therefore deny the same.

12. Defendant City of Elkhorn, Wisconsin, in care of Cairie L. Virrueta, City Clerk, 9 South Broad Street, Elkhorn, WI 53121. The City of Elkhorn is a judgment creditor on a judgment against Mortgagor in the originally stated amount of \$54,451.03, dated July 24, 2012, and docketed July 24, 2012 as Case No. 2012CV000734. The City of Elkhorn's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 12 and therefore deny the same.

13. Defendant Growmark, Inc. is a Delaware corporation that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office is located at 1701 Towanda Avenue, P.O. Box 2500, Bloomington, IL 61702-2500. Growmark, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$39,499.57, dated July 30, 2012, and docketed August 15, 2012 as Case No. 2012TJ000070. Growmark, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 13 and therefore deny the same.

14. Defendant RFH JR, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 4220 N. Newville, Rd., P.O. Box 1427, Janesville, WI 53545. The registered agent is Robert F. Huml, Jr.. RFH JR, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$108,056.30, dated February 26, 2013, and docketed February 26, 2013 as Case No. 2012CV001412. RFH JR, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 14 and therefore deny the same.

15. Defendant H. James & Sons, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 4642 Ideal Road, Fennimore, WI 53809. The registered agent is Donna M. James. H. James & Sons is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$13,692.28, dated February 12, 2013, and docketed February 13, 2013 as Case No. 2012CV000440. H. James & Sons, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 15 and therefore deny the same.

16. Defendant American State Equipment Co., Inc. is a Wisconsin corporation with a principal office and registered agent office located at 2055 S. 108th Street, West Allis, WI 53227. The registered agent is Stephen D. Kraut. American State Equipment Co., Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated

amount of \$79,317.71, dated March 5, 2013, and docketed March 5, 2013 as Case No. 2012CV000356. American State Equipment Co., Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 16 and therefore deny the same.

17. Defendant Wisconsin Department of Workforce Development, 201 E. Washington Avenue, Madison, WI 53703. The Wisconsin Department of Workforce Development filed a Delinquent Worker's Compensation Warrant in the Office of the Clerk of the Circuit Court of Walworth County in the originally stated amount of \$18,215.55 and docketed March 12, 2013 as No. 2013UC000039. The Wisconsin Department of Workforce Development's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 17 and therefore deny the same.

18. Defendant Frawley Oil Company, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 600 E. Milwaukee Street, P.O. Box. 630, Whitewater, WI 53190. The registered agent is Michael J. Frawley. Frawley Oil Company, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$265,653.00, dated April 26, 2013, and docketed April 26, 2013 as Case No. 2012CV000530. Frawley Oil Company, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 18 and therefore deny the same.

19. Defendant Vulcan Construction Materials, Limited Partnership is a Delaware limited partnership that is registered in Wisconsin. The registered agent and office is Corporation Service Company, 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The principal office address is 1200 Urban Center Drive, Birmingham, AL 35242. Vulcan Construction Materials, Limited Partnership is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$59,701.32, dated May 16, 2013, and docketed May 16, 2013 as Case No. 2012CV000999. Vulcan Construction Materials, Limited Partnership's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 19 and therefore deny the same.

20. Defendant BT Equipment, LLC is a Wisconsin limited liability company with a principal office and registered agent office located at N9220 Donald Lane, Watertown, WI 53094. The registered agent is Timothy Otterstatter. BT Equipment, LLC is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$28,853.79, dated May 29, 2013, and docketed May 29, 2013 as Case No. 2012CV001006. BT Equipment, LLC's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 20 and therefore deny the same.

21. Defendant Zenith Tech, Inc. is a Wisconsin corporation with a principal office and registered agent office located at N6 W23633 Bluemound Road, Waukesha, WI 53188. The registered agent is Mark E. Filmanowicz. Zenith Tech, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$31,621.80,

dated May 29, 2013, and docketed June 3, 2013 as Case No. 2012TJ000046. Zenith Tech, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 21 and therefore deny the same.

22. Defendant Wisconsin Bell, Inc. is a Wisconsin corporation with a principal office located at 722 N. Broadway, Milwaukee, WI 53202 and a registered agent office located at 8020 Excelsior Dr., Suite 200, Madison, WI 53717. The registered agent is CT Corporation System. Wisconsin Bell, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$1,447.80, dated June 20, 2013, and docketed June 27, 2013 as Case No. 2013SC001020. Wisconsin Bell, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 22 and therefore deny the same.

23. Defendant Wingra Redi-Mix, Inc. is a Wisconsin corporation with a principal office and registered agent office located at 2975 Kapec Rd., P.O. Box 44284, Madison, WI 53719. The registered agent is Robert M. Shea. Wingra Redi-Mix, Inc. is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$110,330.48, dated August 6, 2013, and docketed August 12, 2013 as Case No. 2012CV000517. Wingra Redi-Mix, Inc.'s interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 23 and therefore deny the same.

24. Defendant Citizens Insurance Company of America, has a principal office located at 645 West Grand River Avenue, Howell, MI 48843, and a registered agent office
TM: 540231 / 15006004 / 12/23/2015 9

located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717. The registered agent is CT Corporation Systems. Citizens Insurance Company of America is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$162,973.18, dated October 8, 2013, and docketed December 4, 2013 as Case No. 2013FJ000034. Citizens Insurance Company of America's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 24 and therefore deny the same.

25. Defendant Middlesex Insurance Company, has a principal office located at 1800 North Point Drive, Stevens Point, WI 54481-1253, and a registered agent office located at 8020 Excelsior Drive, Suite 200, Madison, WI 53717. The registered agent is CT Corporation Systems. Middlesex Insurance Company is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$4,279.93, dated January 14, 2014, and docketed February 7, 2014 as Case No. 2014TJ000009. Middlesex Insurance Company's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 25 and therefore deny the same.

26. Defendant Hudson Insurance Company is a Delaware corporation with a registered agent and office at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801; Dina Daskalakis, 100 William Street, Fifth Floor, New York, NY 10038. Hudson Insurance Company is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$1,228,554.49, dated January 15, 2013,

and docketed April 25, 2013 as Case No. 2013TJ000030. Hudson Insurance Company's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 26 and therefore deny the same.

27. Defendants James T. Callahan, Michael R. Murphy, Terrance E. McGowan, Brian E. Hickey, John Duffy, Robert P. McCormick, Noel C. Borek, Paul O. Gehl, J. Patrick Tielborg, and Paul C. Bensi are Trustees of the Central Pension Fund of the International Union of Operating Engineers. Central Pension Fund of the International Union of Operating Engineers, in care of Michael R. Fanning, 4115 Chesapeake Street, North West, Washington, DC 20016. Central Pension Fund of the International Union of Operating Engineers is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Central Pension Funds's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 27 and therefore deny the same.

28. Defendants William Kahl, Barry Scholz, William Buglass, Murray Luedtke, Terrance E. McGowan, Steve Buffalo, Shane Griesbach, and Len Shelton are Trustees of the Joint Labor Management Work Preservation Fund, also known as Business Construction Group. Joint Labor Management Work Preservation Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Joint Labor Management Work Preservation Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Joint Labor Management Work Preservation

Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 28 and therefore deny the same.

29. Defendants Steven Buffalo, Len Shelton, Dan Sperberg, Mary Jane DeBattistia, Tom Wolf, David Bohl, Tim Peterson, John Topp, and Richard Wanta are Trustees of the Operating Engineers Local 139 Health Benefit Fund. Operating Engineers Local 139 Health Benefit Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Operating Engineers Local 139 Health Benefit Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Operating Engineers Local 139 Health Benefit Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 29 and therefore deny the same.

30. Defendant Terrance E. McGowan is the Trustee of the Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 30 and therefore deny the same.

31. Defendants Patrick B. Nelson, Tim Goetz, Shaun McHugh, and Terrance E. McGowan are Trustees of the International Union of Operating Engineers Local 139. International Union of Operating Engineers Local 139, in care of Rita Becker, Fund Administrator, N27W23233 Roundy Drive, Pewaukee WI 53072-0160. International Union of Operating Engineers Local 139 is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$869,015.17, dated July 31, 2013, and docketed July 25, 2014 as Case No. 2014TJ000058. International Union of Operating Engineers Local 139's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 31 and therefore deny the same.

32. Defendants Gary F. Caldwell, Arthur H. Bunte, Jr., Ronald DeStefano, Greg R. May, Charles A. Whobrey, Marvin Kropp, and William D. Lichtenwald are Trustees of the Central States, Southeast and Southwest Areas Pension Fund, located at 9377 West Higgins Road, Rosemont, Illinois 60018. Central States, Southeast and Southwest Areas Pension Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$8,307,078.02, dated October 28, 2014, and docketed January 21, 2015 as Case No. 2015 FJ000001. Central States, Southeast and Southwest Areas Pension Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds admit that the listed individuals are Trustees of the Pension Fund. However, the Funds expressly deny that any of these trustees have any liability in relation to this matter, and deny that any of the Trustees personally have any property interests in the Property at issue. Accordingly, the Funds affirmatively state that it was improper to name the trustees as Defendants. The Funds admit that they have a lien on the Property at issue

by virtue of a judgment entered in the United States District Court for the Northern District of Illinois (Case No. 14-cv-5977) in October 2014 and registered in the United States District Court for the Eastern District of Wisconsin. An exemplified copy of the judgment was recorded at the Clerk of Courts for Walworth County, Wisconsin on January 21, 2015. The Funds have insufficient knowledge to either admit or deny the remaining allegations of Paragraph 32, including the allegation that the Funds' interest is junior to Plaintiff's interest, and therefore the Funds deny the same.

33. Defendants Gary F. Caldwell, Arthur H. Bunte, Jr., Greg R. May, Christopher J. Langan, Charles A. Whobrey, George J. Westley, Marvin Kropp, and William D. Lichtenwald are Trustees of the Central States, Southeast and Southwest Areas Health and Welfare Fund, located at 9377 West Higgins Road, Rosemont, Illinois 60018. Central States, Southeast and Southwest Areas Health and Welfare Fund is the judgment creditor on a judgment against Mortgagor in the originally stated amount of \$8,307,078.02, dated October 28, 2014, and docketed January 21, 2015 as Case No. 2015FJ000001. Central States, Southeast and Southwest Areas Health and Welfare Fund's interest in the Property at issue in this case is junior to Plaintiff's interest.

ANSWER: The Funds admit that the listed individuals are Trustees of the Health and Welfare Fund. However, the Funds expressly deny that any of these trustees have any liability in relation to this matter, and deny that any of the Trustees personally have any property interests in the Property at issue. Accordingly, the Funds affirmatively state that it was improper to name the trustees as Defendants. The Funds admit that they have a lien on the Property at issue by virtue of a judgment entered in the United States District Court for the Northern District of Illinois (Case No. 14-cv-5977) in October 2014 and registered in the United States District Court for the Eastern District of Wisconsin. An exemplified copy of the

judgment was recorded at the Clerk of Courts for Walworth County, Wisconsin on January 21, 2015. The Funds have insufficient knowledge to either admit or deny the remaining allegations of Paragraph 33, including the allegation that the Funds' interest is junior to Plaintiff's interest, and therefore the Funds deny the same.

34. Defendant Walworth County, in care of Kimberly S. Bushey, Clerk of Walworth County, 100 West Walworth Street, Elkhorn, WI 53121. There are delinquent taxes for the years 2012, 2013, and 2014 in an amount of \$8,661.43, plus interest and penalties.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 34 and therefore deny the same.

35. Defendant Mann Complex Condominium Owners Association, Inc. has a principal office located at 1950 N. Wisconsin Street, Suite SC, Elkhorn, WI 53121.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 35 and therefore deny the same.

36. Defendant The Stone Specialists, LLC, has a principal and registered office address located at W3507 Wildwood Drive, Lake Geneva, WI 53147. Defendant The Stone Specialists, LLC are tenants in the subject property.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 36 and therefore deny the same.

37. Defendant Stone Specialty Company, LLC, is a dissolved Wisconsin limited liability company with a principal office located at 1950 North Wisconsin Street, Elkhorn, WI 53121 and a registered address located at W3507 Wildwood Drive, Lake Geneva, WI 53147. The registered agent is Kathleen M. Hanley.

ANSWER: The Funds have insufficient knowledge to either admit or deny the

allegations in Paragraph 37 and therefore deny the same.

38. Defendant Anthony Hanley is an individual with a last known address located at W3507 Wildwood Drive, Lake Geneva, WI 53147. Upon information and belief, Defendant Anthony Hanley was a principal and owner of Defendant Stone Specialty Company, LLC prior to its dissolution.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 38 and therefore deny the same.

39. Defendant Kathleen Hanley is an individual with a last known address located at W3507 Wildwood Drive, Lake Geneva, WI 53147. Upon information and belief, Defendant Kathleen Hanley was a principal and owner of Defendant Stone Specialty Company, LLC prior to its dissolution.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 39 and therefore deny the same.

40. All successors and assigns of the above-named Defendants.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 40 and therefore deny the same.

41. All other persons or parties unknown, claiming any right, title, estate, lien, or interest in the real property described in the Complaint.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 41 and therefore deny the same.

JURISDICTION AND VENUE

42. Walworth County, Wisconsin has appropriate jurisdiction and venue over this action because the property that is the subject of this Action is located in Walworth County.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 42 and therefore deny the same.

ALLEGATIONS COMMON TO ALL COUNTS

A. The 2007 Land Contract.

43. On or about February 23, 2007, Mann Bros., Inc., as Vendor, entered into a Land Contract to sell to Vendee Stone Specialty Company, LLC (“Stone Specialty”) for \$281,000 Unit 6 in the Mann Complex Condominium, which is legally described as:

Unit 6 in Mann Complex Condominium, together with said units undivided percentage interest in the common element, and the exclusive use of the limited common elements appurtenant to said unit all in Mann Complex Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin, on August 31, 1994, as Document No. 571245, said condominium being located in the City of Elkhorn, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto

(“Property”). A true and correct copy of that Land Contract is attached as Exhibit 1.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 43 and therefore deny the same.

44. The Property is a commercial condominium that has not been abandoned and is not a homestead.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 44 and therefore deny the same.

45. The Land Contract was recorded on March 1, 2007, as Document No. 702286 (Ex. 1).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 45 and therefore deny the same.

46. Under Wisconsin law, Mann Bros. still owned legal title to the Property after entering into the Land Contract, and Stone Specialty acquired equitable title to the Property pursuant to the Land Contract.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 46 and therefore deny the same.

47. Under Wisconsin law, Mann Bros.'s legal title to the Property after entering into the Land Contract is considered personal property and not real property. Under Wisconsin law, Stone Specialty's equitable title to the Property after entering into the Land Contract is considered real property rather than personal property.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 47 and therefore deny the same.

48. Accordingly, pursuant to the 2007 Land Contract, Stone Specialty had an ownership interest in the real property, and Mann Bros. did not.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 48 and therefore deny the same.

B. Mann Bros.'s Assignment of its Vendor Interest in the Land Contract to First Business Bank.

49. On or about March 9, 2007, Mann Bros. assigned its Vendor interest in the Land Contract to First Business Bank. That Assignment of Land Contract was recorded on April 12, 2007, as Document number 705641. (Ex. 2).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 49 and therefore deny the same.

C. The 2008 State of Wisconsin Judgment That Did Not Attach to the Property.

50. On or about November 4, 2008, the State of Wisconsin docketed a judgment against Mann Bros. in the amount of \$75,000, case number 2008CX000002 (Ex. 3) (“2008 Judgment”).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 50 and therefore deny the same.

51. But as of November 4, 2008, Mann Bros. had assigned its Vendor interest in the Land Contract to First Business Bank. Mann Bros. therefore only had a legal, personal property interest, and no longer had any real property interest.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 51 and therefore deny the same.

52. The State of Wisconsin Judgment did not, therefore, attach to any real property interest in the Property that Mann Bros. had at that time.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 52 and therefore deny the same.

53. Moreover, even if Mann Bros. still had some unassigned Vendor interest in the Property pursuant to the Land Contract, the only interest that Mann Bros. had is considered personal property and not real property under Wisconsin law.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 53 and therefore deny the same.

54. The entity that held a real property interest in the Property at the time of the judgment was Stone Specialty, pursuant to its Vendee interest in the Land Contract. But the State of Wisconsin did not have a judgment against Stone Specialty.

ANSWER: The Funds have insufficient knowledge to either admit or deny the

allegations in Paragraph 54 and therefore deny the same.

55. Accordingly, the 2008 Judgment did not attach to Property when it was recorded in September, 2008.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 55 and therefore deny the same.

D. First Business Bank's Release of Its Assignment in the Land Contract and Mann Bros.'s November, 2009, Assignment of its Interest in the Land Contract to Community Bank CBD.

56. On September 1, 2009, First Business Bank released the Assignment of the Land Contract by Mann Bros. That Release was recorded on September 4, 2009, as document number 772304 (Ex. 4).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 56 and therefore deny the same.

57. Accordingly, as of September 1, 2009, Mann Bros. reacquired its Vendor interest in the Land Contract. But since the Vendor's interest is personal property and not real property, the 2008 Judgment did not attach to the Property at that point either.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 57 and therefore deny the same.

58. And on November 17, 2009, Mann Bros. again assigned its Vendor interest in the Land Contract, this time to Community Bank CBD. That Assignment was recorded on November 19, 2009, as document number 777500 (Ex. 5).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 58 and therefore deny the same.

59. Section 8 of the Assignment provides that "This Assignment shall constitute a perfected, absolute and present assignment and **[Mann Bros.] understands and agrees that it establishes a present and complete transfer of [Mann Bros.'s] interest [to Community Bank CBDJ.]**" (Ex. 5, p. 2) (emphasis added).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 59 and therefore deny the same.

E. Stone Specialty's Mistaken 2010 Transfer of Its Vendee Interest in the Land Contract to Mann Bros. Instead of to Community Bank CBD.

60. Sometime between February, 2007, and September, 2010, Stone Specialty breached its payment obligations pursuant to the Land Contract.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 60 and therefore deny the same.

61. On September 7, 2010, Stone Specialty executed a Condominium Deed, pursuant to which it purported to transfer to Mann Bros. its equitable, real property interest in the Property pursuant to the Land Contract. The Condominium Deed was recorded September 16, 2010, as document number 797717 (Ex. 6) ("Condo Deed").

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 61 and therefore deny the same.

62. In the Condo Deed, Stone Specialty made clear that its intent was to transfer its equitable, real property interest it had pursuant to the Land Contract to Mann Bros. "in lieu of foreclosure." The Condo Deed contains the following language:

THIS DEED IS PROVIDED TO GRANTEE IN LIEU OF FORECLOSURE. GRANTOR HEREBY SURRENDERS ANY AND ALL RIGHTS TO THE PROPERTY AND THE LAND CONTRACT EXECUTED BY THE PARTIES HERETO DATED 2/23/07 IN THE AMOUNT OF \$281,000.00 AND RECORDED 3/01/07 AS DOC. NO. 702286.

(Ex. 6).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 62 and therefore deny the same.

63. But at the time that the Condo Deed was signed by Stone Specialty,
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Community Bank CBD held the Vendor interest in the Land Contract pursuant to the November 17, 2009, Assignment of Land Contract from Mann Bros. to Community Bank CBD. (Ex. 5).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 63 and therefore deny the same.

64. At the time that Stone Specialty executed the Condo Deed, Community Bank CBD and not Mann Bros. was the Vendor in the Land Contract and had the right to terminate Stone Specialty's Vendee interest in the Land Contract.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 64 and therefore deny the same.

65. Accordingly, there is a mistake in the Condo Deed. The Grantee of the Condo Deed should have been Community Bank CBD, not Mann Bros.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 65 and therefore deny the same.

66. Because there is a mistake in the Condo Deed and the Grantee of the Condo Deed should have been Community Bank CBD instead of Mann Bros., the Condo Deed should be reformed so that the conveyance is from Stone Specialty to Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 66 and therefore deny the same.

67. If the Condo Deed is reformed so that Stone Specialty's conveyance is to Community Bank CBD instead of Mann Bros., then Community Bank CBD and not Mann Bros. acquired the equitable, real property interest in the Property pursuant to the Condo Deed that was recorded September 16, 2010, as document number 797717 (Ex. 6).

ANSWER: The Funds have insufficient knowledge to either admit or deny the

allegations in Paragraph 67 and therefore deny the same.

68. In that event, as of September 7, 2010, Community Bank CBD owned all interest in the Property, both the legal, personal property interest pursuant to the Assignment of Land Contract (Ex. 5), and the equitable, real property interest pursuant to the Condo Deed (Ex. 6).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 68 and therefore deny the same.

69. In that event the 2008 Judgment against Mann Bros. did not attach to the Property because Community Bank CBD and not Mann Bros. owned all interest in the Property.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 69 and therefore deny the same.

70. In that event, none of the Defendant judgment creditors that have judgments against Mann Bros. have judgments that attach to the Property because the judgment creditors do not have judgments against the owner of the legal and equitable interest in the Property, Community Bank CBD and its assign, Plaintiff.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 70 and therefore deny the same.

F. Mann Bros. Could Not Accept Stone Specialty's Mistaken 2010 Transfer of Its Vendee Interest in the Land Contract to Mann Bros.

71. Section 7 of the Assignment of Land Contract provides that Mann Bros.

Agrees not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Land Contract or the Property, or permit the same to occur without the prior written consent of [Community Bank CBD].

(Ex. 5, p. 2).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 71 and therefore deny the same.

72. The Condo Deed violated Section 7 of the Assignment of Land Contract because it purported to transfer Stone Specialty's interest in the Land Contract and its equitable interest in the Property to Mann Bros., without Community Bank CBD's "prior written consent."

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 72 and therefore deny the same.

73. Accordingly, if the Condo Deed is not reformed so that the Grantee is Community Bank CBD, then the transfer to Mann Bros. pursuant to the Condo Deed should be determined to be invalid, and Stone Specialty should be determined to still have a Vendee Interest pursuant to the Land Contract.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 73 and therefore deny the same.

G. The Business Notes Between Borrower Mann Ventures, LLC and Lender Community Bank CBD.

74. On January 13, 2006, Community Bank CBD granted a loan to Mann Ventures, LLC for \$534,742.00, a true and correct copy of which is attached as Exhibit 7 ("2006 Note").

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 74 and therefore deny the same.

75. Pursuant to the terms of the 2006 Note, the unpaid principal and all accrued interest remaining was due on July 13, 2010.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 75 and therefore deny the same.

76. On or about August 13, 2010, Mann Ventures, LLC and Community Bank CBD renewed the unpaid balance on the 2006 Note by execution of a renewal note for \$489,672.48, a true and correct copy of which is attached as Exhibit 8 (“2010 Renewal of 2006 Note”).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 76 and therefore deny the same.

77. Pursuant to the terms of the 2010 Renewal of 2006 Note, the unpaid principal and all accrued interest remaining was due on August 13, 2013.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 77 and therefore deny the same.

H. The April, 2012, Mortgage on the Property and Security Agreement with Community Bank CBD that Secured Loans with Four Mann Entities.

78. On or about April 12, 2012, Mann Bros. executed a Mortgage on the Property in favor of Community Bank CBD, a true and correct copy of which is attached as Exhibit 9 (“Mortgage”). The Mortgage was recorded on April 17, 2012, as Document Number 836377.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 78 and therefore deny the same.

79. Defendants Mann Ventures, LLC, D&M Enterprises, LLC, Mann Development, Inc., and R. Mann Investments, LLC (collectively, “Mann Entities”) are named as borrowers under the Mortgage.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 79 and therefore deny the same.

80. On information and belief, Mann Bros. granted the Mortgage to

Community Bank CBD to pledge the Property as additional collateral for \$162,000.00 of the unpaid balance of the 2010 Renewal of 2006 Note granted by Community Bank CBD (Exs. 7 and 8), and as additional collateral for the subsequent Business Notes with D & M Enterprises, LLC (Ex. 11, described below), and Mann Development Company, Inc. (Ex. 12, described below).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 80 and therefore deny the same.

81. On or about April 12, 2012, Mann Bros., as Maker, executed a Real Estate Security Agreement in favor of Community Bank CBD, as Lender, granting a continuing lien on the Property, a true and correct copy of which is attached as Exhibit 10 (“Security Agreement”). The Security Agreement was recorded on April 17, 2012, as Document Number 836378.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 81 and therefore deny the same.

I. The August and September 2012, Business Notes Between Lender Community Bank CBD and Borrowers Mann Ventures, LLC, D & M Enterprises, LLC. and Mann Development Company, Inc.

82. On or about August 1, 2012, Mann Ventures, LLC and Community Bank CBD renewed the unpaid balance of the 2010 Renewal of 2006 Note (“2012 Renewal of 2006 Note”). See Ex. 11.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 82 and therefore deny the same.

83. On August 1, 2012, D & M Enterprises, LLC, entered into a Business Note with Community Bank CBD, pursuant to which D & M borrowed \$737,037.92. (Ex. 11).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 83 and therefore deny the same.

84. On September 27, 2012, Mann Development Company, Inc. entered into a Business Note with Community Bank CBD, pursuant to which Mann Development borrowed \$95,000. (Ex. 12).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 84 and therefore deny the same.

J. The 2013 Renewal of the 2012 Renewal of 2006 Note.

85. On or about March 22, 2013, Mann Ventures, LLC and Community Bank CBD renewed the unpaid balance of the 2012 Renewal of 2006 Note by execution of a renewal note for \$482,254.82, a true and correct copy of which is attached as Exhibit 13 (“2013 Renewal of 2006 Note”).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 85 and therefore deny the same.

86. Pursuant to the terms of the 2013 Renewal of 2006 Note, the unpaid principal and all accrued remaining interest was due to be paid on August 1, 2013.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 86 and therefore deny the same.

K. The July, 2013, Assignment of Community Bank CBD’s Interests in the Notes and Property to Plaintiff LSCG Fund 17, LLC.

87. On July 24, 2013, Community Bank CBD assigned its interests in the Business Notes with the Mann Entities and assigned its Mortgages and Security Interests to Plaintiff.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 87 and therefore deny the same.

88. In particular and without limitation, on July 24, 2013, Community Bank CBD assigned to Plaintiff its interests in:

- a. the August 1, 2012, Business Note with borrower D & M Enterprises, LLC, and Community Bank CBD pursuant to an Allonge (Ex. 14);
- b. the September 27, 2012, Business Note with Mann Development Company, Inc. pursuant to an Allonge (Ex. 15);
- c. the 2013 Renewal of 2006 Note pursuant to an Allonge (Ex. 16);
- d. the April 12, 2012, Mortgage (Ex. 17); and
- e. the April 12, 2012, Security Agreement (Ex. 18).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 88 and therefore deny the same.

L. Community Bank CBD's October, 2014, Assignment of Its Interest in the 2007 Land Contract to Plaintiff LSCG.

89. On October 22, 2014, Community Bank CBD assigned to Plaintiff its Vendor interest in the Land Contract that it obtained from Mann Bros. pursuant to the November, 2009, Assignment of Land Contract (Ex. 19) ("Assignment Agreement").

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 89 and therefore deny the same.

90. That Assignment Agreement was recorded on April 2, 2015, as document number 902100 (Ex. 19).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 90 and therefore deny the same.

M. The Mann Entities' Defaults.

91. D & M Enterprises, LLC breached the August 1, 2012, Business Note with Community Bank CBD (Exs. 11, 14).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 91 and therefore deny the same.

92. Mann Development Company, Inc. breached the September 27, 2012, Business Note with Community Bank CBD (Exs. 12, 15).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 92 and therefore deny the same.

93. Mann Ventures, LLC breached the terms of the 2013 Renewal of 2006 Note with Community Bank CBD (Exs. 13, 16).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 93 and therefore deny the same.

94. Pursuant to the Allonges, Plaintiff is entitled to remedies pursuant to the three Business Notes (Exs. 14-16).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 94 and therefore deny the same.

N. This Action.

95. Plaintiff brings this action seeking a determination and declaration that:
- a. The Condo Deed (Ex. 6) has the incorrect Grantee that was based on a mistake of fact and must therefore be reformed so that the Grantee of the Condo Deed is Community Bank CBD rather than Mann Bros.;
 - b. After this reformation, none of the Defendant judgment creditors have judgments that attach to the Property; and
 - c. By operation of the Assignment of Land Contract (Ex. 5), the reformed Condo Deed (Ex. 6), and the Assignment Agreement (Ex. 19), Plaintiff owns title to the Property free and clear of any judgment or other liens.

ANSWER: The Funds admit that LSCG is seeking the relief requested in this paragraph. However, the Funds have insufficient knowledge to either admit or deny

whether LSCG is entitled to such relief, and therefore deny that LSCG is entitled to the relief.

96. Alternatively, if the Condo Deed is not reformed to change the Grantee to Community Bank CBD, then Plaintiff seeks a determination and declaration that:

- a. the purported conveyance from Stone Specialty to Mann Bros. is not valid because pursuant to Section 7 of the Assignment of Land Contract (Ex. 5), Mann Bros. did not have the authority to accept the conveyance from Stone Specialty pursuant to the Condo Deed;
- b. if the conveyance to Mann Bros. is not valid, then Mann Bros. never acquired Stone Specialty's equitable, real property interest in the Property and none of the Defendant judgment creditors have judgments that attach to the Property;
- c. If the conveyance to Mann Bros. pursuant to the Condo Deed is not valid, then Stone Specialty still has a Vendee interest in the Land Contract (Ex. 1), and Plaintiff holds the Vendor interest (Exs. 5 and 19); and
- d. If the Court makes these determinations and declarations, then as Vendor under the Land Contract, Plaintiff is entitled to foreclose and/or terminate Stone Specialty's Vendee Interest in the Property and acquire fee title to the Property, free and clear of any judgment or other liens.

ANSWER: The Funds admit that LSCG is seeking the relief requested in this paragraph. However, the Funds have insufficient knowledge to either admit or deny whether LSCG is entitled to such relief, and therefore deny that LSCG is entitled to the relief.

97. Alternatively, if Plaintiff is not entitled to acquire the Property free and clear of any liens held by Defendant judgment creditors pursuant to the Land Contract, Plaintiff brings a foreclosure action to foreclose on the Property pursuant to the 2012 Mortgage (Exs. 9 and 17) and 2012 Security Agreement (Exs. 10 and 18), and to

extinguish all judgments held by Defendant judgment creditors except the 2008 Judgment.

ANSWER: The Funds admit that LSCG is seeking the relief requested in this paragraph. However, the Funds have insufficient knowledge to either admit or deny whether LSCG is entitled to such relief, and therefore deny that LSCG is entitled to the relief.

COUNT I: DECLARATORY JUDGMENT

98. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: The Funds incorporate their answers to the foregoing paragraphs as though fully stated herein.

99. There is a justiciable controversy between the parties regarding the validity of the conveyance pursuant to the Condo Deed (Ex. 6), and whether any of Defendant judgment lien creditors have liens that attach to the Property, including without limitation whether the 2008 Judgment (Ex. 2) attaches to the Property.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 99 and therefore deny the same.

100. Plaintiff is entitled to determination and declaration that:

- a. The Condo Deed (Ex. 6) has the incorrect Grantee that was based on a mistake of fact, and must therefore be reformed pursuant to Counts 2 and/or 3 below so that the Grantee of the Condo Deed is Community Bank CBD rather than Mann Bros.;
- b. After this reformation, Mann Bros. did not have a real property interest in the Property after it entered into the Land Contract in 2007 (Ex. 1), and the 2008 Judgment held by the State of Wisconsin therefore did not attach to the Property;
- c. None of the other Defendant judgment creditors have judgments that attach to the Property; and

- d. By operation of the Land Contract (Ex. 1), the Assignment of Land Contract (Ex. 5), the reformed Condo Deed (Ex. 6), and the Assignment Agreement (Ex. 19), Plaintiff owns title to the Property free and clear of any judgment or other liens.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 100 and therefore deny the same.

101. Alternatively, if the Condo Deed is not reformed to change the Grantee, then Plaintiff is entitled to a determination and declaration that:

- a. the purported conveyance from Stone Specialty to Mann Bros. is not valid because pursuant to Section 7 of the Assignment of Land Contract (Ex. 5), Mann Bros. did not have the right or the authority to accept the conveyance from Stone Specialty pursuant to the Condo Deed;
- b. The 2008 Judgment held by the State of Wisconsin did not attach to the Property because Mann Bros. did not acquire Stone Specialty's equitable, real property interest in the Property;
- c. None of the other Defendant judgment creditors have judgments that attach to the Property;
- d. Because the conveyance to Mann Bros. pursuant to the Condo Deed was not valid, Stone Specialty still has a Vendee interest in the Land Contract (Ex. 1), and Plaintiff holds the Vendor interest (Exs. 5 and 19);
- e. Stone Specialty breached the terms of the Land Contract, and has failed to cure those breaches;
- f. As Vendor under the Land Contract, Plaintiff is entitled to foreclose upon and/or terminate Stone Specialty's Vendee Interest in the Property and acquire fee title to the Property;
- g. After Plaintiff forecloses upon the Property pursuant to Land Contract to extinguish Stone Specialty's interest, Plaintiff will own the fee simple interest in the Property free and clear of any judgment or other liens.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 101 and therefore deny the same.

102. Alternatively, if Plaintiff is not entitled to acquire the Property free and clear

of any liens held by Defendant judgment creditors pursuant to the Land Contract, Plaintiff is alternatively entitled to a determination and declaration that its security interests in the 2012 Mortgage and 2012 Security Agreement give Plaintiff:

- a. a security interest that is superior to all of the liens held by Defendant judgment creditors except the 2008 Judgment; and
- b. the right to foreclose upon the Property pursuant to the 2012 Mortgage and 2012 Security Agreement, which will extinguish all of the Defendant judgment creditors' liens against the Property except the 2008 Judgment.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 102 and therefore deny the same.

COUNT 2: MUTUAL MISTAKE

103. Plaintiff seeks such other determinations and declarations as the Court deems just and equitable.

ANSWER: The Funds admit that LSCG is seeking the relief requested in this paragraph. However, the Funds have insufficient knowledge to either admit or deny whether LSCG is entitled to such relief, and therefore deny that LSCG is entitled to the relief.

104. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: The Funds incorporate their answers to the foregoing paragraphs as though fully stated herein.

105. Plaintiff is a third-party beneficiary of the Condo Deed.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 105 and therefore deny the same.

106. When the Condo Deed was drafted and executed, it mistakenly listed Mann

Bros. as the Grantee, when the Grantee should have been Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 106 and therefore deny the same.

107. Section 7 of the Assignment of Land Contract prohibited Mann Bros. from accepting the purported conveyance from Stone Specialty in the Condo Deed.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 107 and therefore deny the same.

108. Both Stone Specialty and Mann Bros. made the mistake regarding the correct Grantee.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 108 and therefore deny the same.

109. This mutual mistake of fact allows the Court to reform the Condo Deed so that the Grantee is Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 109 and therefore deny the same.

110. Plaintiff is entitled to an order reforming the Condo Deed so that the Grantee is Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 110 and therefore deny the same.

COUNT 3: UNILATERAL MISTAKE WITH INEQUITABLE CONDUCT

111. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: The Funds incorporate their answers to the foregoing paragraphs as though fully stated herein.

112. Plaintiff is a third-party beneficiary of the Condo Deed.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 112 and therefore deny the same.

113. When the Condo Deed was drafted and executed, it mistakenly listed Mann Bros. as the Grantee, when the Grantee should have been Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 113 and therefore deny the same.

114. Section 7 of the Assignment of Land Contract prohibited Mann Bros. from accepting the purported conveyance from Stone Specialty in the Condo Deed.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 114 and therefore deny the same.

115. Stone Specialty made the mistake regarding the correct Grantee.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 115 and therefore deny the same.

116. If Mann Bros. was not also mistaken as to the correct Grantee, then Mann Bros. knew or should have known that the correct Grantee on the Condo Deed was Community Bank CBD, but inequitably failed to inform Stone Specialty of this fact.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 116 and therefore deny the same.

117. This unilateral mistake of fact by Stone Specialty and Mann Bros.'s inequitable conduct allows the Court to reform the Condo Deed so that the Grantee is Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 117 and therefore deny the same.

118. Plaintiff is entitled to an order reforming the Condo Deed so that the Grantee is Community Bank CBD.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 118 and therefore deny the same.

COUNT 4: FORECLOSURE PURSUANT TO LAND CONTRACT

119. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: The Funds incorporate their answers to the foregoing paragraphs as though fully stated herein.

120. If the Court does not reform the Condo Deed to correct the Grantee to Community Bank CBD, then, in the alternative, Plaintiff seeks to obtain title to the Property by foreclosing pursuant to the Land Contract.

ANSWER: The Funds admit that LSCG is seeking the relief requested in this paragraph. However, the Funds have insufficient knowledge to either admit or deny whether LSCG is entitled to such relief, and therefore deny that LSCG is entitled to the relief.

121. Plaintiff holds the Vendor interest in the 2007 Land Contract (Ex. 1) by operation of the 2009 Assignment of the Land Contract (Ex. 5) and the 2014 Assignment Agreement (Ex. 19).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 121 and therefore deny the same.

122. Section 7 of the Assignment of Land Contract prohibited Mann Bros. from accepting the transfer from Stone Specialty pursuant to the Condo Deed.

ANSWER: The Funds have insufficient knowledge to either admit or deny the

allegations in Paragraph 122 and therefore deny the same.

123. Accordingly, if the Condo Deed is not reformed so that the Grantee is Community Bank CBD, then the transfer to Mann Bros. pursuant to the Condo Deed should be determined to be invalid, and Stone Specialty should be determined to still have a Vendee Interest pursuant to the Land Contract.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 123 and therefore deny the same.

124. The Land Contract was assigned to Plaintiff as a:

Security interest granted in consideration of sums loaned or to be loaned to Mann Development Company, Inc. and/or D & M Enterprises, LLC.

(Ex. 5, p. 2, Section 17).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 124 and therefore deny the same.

125. Mann Development Company, Inc. and D & M Enterprises, LLC have breached their Notes (Exs. 11-12 and 14-15), entitling Plaintiff to “exercise all rights of [Mann Bros.] under the Land Contract and all of the rights of [Plaintiff] under this Assignment [of Land Contract.” (Ex. 5, p. 2, Section 9(a)).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 125 and therefore deny the same.

126. Plaintiff is therefore entitled to enforce the Vendor’s rights under the Land Contract.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 126 and therefore deny the same.

127. Stone Specialty breached the Land Contract, which entitles Plaintiff to

foreclose on the Land Contract and to have all of the Defendant judgment creditors' liens against the Property extinguished.

ANSWER: The Funds affirmatively state that LSCG is not entitled to "extinguish" all other liens on the Property. Instead, in the event judgment of foreclosure and sale are granted as prayed for in Plaintiffs' Complaint, the Court should determine the lien priorities of all the parties and the entitlement to the surplus of monies of the sale (if any) by relying on testimony and upon proper application and proper notice. As for the other allegations in this paragraph, the Funds have insufficient knowledge to either admit or deny them, and therefore deny them.

128. Plaintiff elects to foreclose upon and/or terminate Stone Specialty's Vendee interest in the Land Contract pursuant to Wisconsin Statutes Chapter 846, with said Vendee interest reverting to Plaintiff, resulting in Plaintiff owning the fee simple interest in the Property free and clear of the Defendant judgment creditors' liens.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 128 and therefore deny the same.

129. Plaintiff does not seek to waive any deficiency which may remain due after the sale/termination.

ANSWER: The Funds admit that LSCG is not seeking to waive any deficiency remaining after sale or termination. However, the Funds have insufficient knowledge to either admit or deny whether LSCG is entitled to any of the proceeds from a sale or termination, and therefore deny that LSCG is entitled to any such proceeds. The Funds also affirmatively state that, as plead below, they are respectfully requesting that in the event judgment of foreclosure and sale are granted as prayed for in Plaintiffs' Complaint, the Court determine the lien priorities of all the parties and the entitlement to the surplus of

monies of the sale (if any) by relying on testimony and upon proper application and proper notice.

COUNT 5: FORECLOSURE PURSUANT TO 2012 MORTGAGE AND SECURITY AGREEMENT

130. Plaintiff restates and realleges all of the foregoing paragraphs above as though fully stated herein.

ANSWER: The Funds incorporate their answers to the foregoing paragraphs as though fully stated herein.

131. If Plaintiff is not entitled to acquire the Property free and clear of any liens against the Property held by Defendant judgment creditors pursuant to the Land Contract, Plaintiff alternatively seeks to foreclose on the Property pursuant to the 2012 Mortgage (Exs. 9 and 17) and the 2012 Security Agreement (Exs. 10 and 18), and to extinguish all liens against the Property held by Defendant judgment creditors except the 2008 Judgment.

ANSWER: The Funds admit that LSCG claims to be seeking the relief requested in this paragraph. However, the Funds affirmatively state that LSCG is not entitled to “extinguish” all other liens on the Property. Instead, in the event judgment of foreclosure and sale are granted as prayed for in Plaintiffs’ Complaint, the Court should determine the lien priorities of all the parties and the entitlement to the surplus of monies of the sale (if any) by relying on testimony and upon proper application and proper notice. As for the other relief sought in this paragraph, the Funds have insufficient knowledge to either admit or deny whether LSCG is entitled to such relief, and therefore deny that LSCG is entitled to the relief.

132. Defendants D & M Enterprises, LLC, Mann Development Company, Inc., and Mann Ventures, LLC breached the terms of the Business Notes with Community Bank CBD. (Exs. 11-16).

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 132 and therefore deny the same.

133. These breaches entitle Plaintiff to foreclose on the Property pursuant to Paragraph 11 of the Mortgage (Exs. 9 and 17) and pursuant to the Security Agreement (Exs. 10 and 18), and to have all of the Defendant judgments creditors' liens against the Property except the 2008 Judgment extinguished.

ANSWER: The Funds affirmatively state that LSCG is not entitled to "extinguish" all other liens on the Property. Instead, in the event judgment of foreclosure and sale are granted as prayed for in Plaintiffs' Complaint, the Court should determine the lien priorities of all the parties and the entitlement to the surplus of monies of the sale (if any) by relying on testimony and upon proper application and proper notice. As for the other allegations in this paragraph, the Funds have insufficient knowledge to either admit or deny them, and therefore deny them.

134. Pursuant to Paragraph 17 of the Mortgage, Plaintiff is entitled to recover from Mann Bros. its attorneys' fees, costs, and expenses, incurred in connection with the protection and enforcement of Plaintiff's rights under the Mortgage.

ANSWER: The Funds have insufficient knowledge to either admit or deny the allegations in Paragraph 134 and therefore deny the same.

135. Plaintiff elects to proceed with a foreclosure pursuant to Wisconsin Statutes Section 846.103(1), with a six-month redemption period, and Plaintiff does not seek to waive any deficiency which may remain due after the sale.

ANSWER: The Funds admit that LSCG is seeking to proceed with a foreclosure with a six-month redemption period, and that LSCG is not seeking to waive any deficiency remaining after sale or termination. However, the Funds have insufficient knowledge to

either admit or deny whether LSCG is entitled to the relief sought in this paragraph, and therefore deny that LSCG is entitled to same. The Funds also affirmatively state that, as plead below, they are respectfully requesting that in the event judgment of foreclosure and sale are granted as prayed for in Plaintiffs' Complaint, the Court determine the lien priorities of all the parties and the entitlement to the surplus of monies of the sale (if any) by relying on testimony and upon proper application and proper notice.

WHEREFORE, Central States, Southeast and Southwest Areas Pension Fund and Central States, Southeast and Southwest Areas Health and Welfare Fund request judgment as follows:

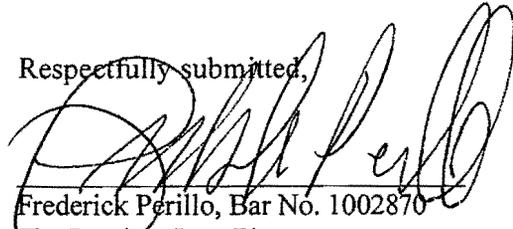
A. That the Court deny the relief requested in Counts I through IV of Plaintiffs' Complaint, determine that LSCG does not have a right to the Property at issue free and clear of any other judgments or liens, and find that the Funds have a valid lien on the Property at issue by virtue of a judgment entered in the United States District Court for the Northern District of Illinois (Case No. 14-cv-5977) in October 2014 and registered in the United States District Court for the Eastern District of Wisconsin;

B. In the event judgment of foreclosure and sale are granted as prayed for in Plaintiffs' Complaint, that the Court determine the lien priorities of all the parties and the entitlement to the surplus of monies of the sale (if any) by relying on testimony and upon proper application and proper notice; and

C. For such other or further relief as this Court may deem just and equitable.

Dated: December 21, 2015

Respectfully submitted,



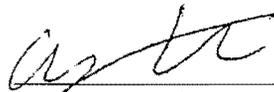
Frederick Perillo, Bar No. 1002870

The Previant Law Firm, s.c.
1555 North Rivercenter Drive
Suite 202
Milwaukee, WI 53212
Phone: 414-271-4500
Fax: 414-271-6308

Andrew J. Herink (ARDC No. 6303510)
Central States Law Department
9377 W. Higgins Road, 10th Floor
Rosemont, Illinois 60018
Telephone: (847) 939-2458
E-mail: aherink@centralstatesfunds.org
ADMITTED PRO HAC VICE

CERTIFICATE OF SERVICE

I, Andrew J. Herink, one of the attorneys for the Central States, Southeast and Southwest Areas Health and Welfare and Pension Funds, hereby certify that on December 23, 2015, I filed a copy of the foregoing *Defendants' Answer to First Amended Complaint*. I am serving a copy of the foregoing upon all parties listed in the attached mailing matrix by First Class mail.



Andrew J. Herink
(IL ARDC No. 6303510)
Central States Law Department
9377 W. Higgins Road
Rosemont, Illinois 60018
Telephone: (847) 939-2458
Fax: (847) 518-9797
aherink@centralstatesfunds.org

December 23, 2015

ATTORNEY FOR DEFENDANTS

LSCG FUND 17, LLC.

Plaintiff,

vs.

CASE NO. 15-CV-325

MANN BROS, INC., et. al.,

Defendants.

MAILING LIST

PLAINTIFF:

LSCG Fund 17, LLC, a Delaware limited liability company,
13949 Van Nuys Blvd. Suite 200
Sherman Oaks, CA 91423

DEFENDANTS:

Mann Bros., Inc., a Wisconsin corporation,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

Mann Ventures, LLC, a Wisconsin limited liability company,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

D&M Enterprises, LLC, a Wisconsin limited liability company,
1950 N. Wisconsin Street
Elkhorn, WI 53121;

Mann Development Company, Inc., a Wisconsin corporation,
1950 N. Wisconsin Street, Suite 8C
Elkhorn, WI 53121;

R. Mann Investments, LLC, a Wisconsin corporation,
1950 N. Wisconsin Street, Suite 8C
Elkhorn, WI 53121;

State of Wisconsin
c/o Brad D. Schimel,
2 East Main Street
Madison, WI 53703;

Dodge Concrete, Inc., a Wisconsin corporation,
c/o Joseph F. Marx
W69 11 Silver Creek Road
Watertown, WI 53098;

Bore Master, Inc., a Wisconsin corporation,
c/o Daniel Olson
N50W23076 Betker Road
Pewaukee, WI 53072;

Fabco Equipment, Inc., a Wisconsin corporation,
Kenton B. Oren
11200 W Silver Spring Road
Milwaukee, WI 53225;

Gerdau Ameristeel US, Inc., a Florida
corporation,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

City of Elkhorn, Wisconsin
c/o Cairie L. Virrueta
9 South Broad Street
Elkhorn, WI 53121;

Growmark, Inc., a Delaware corporation,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

RFH Jr, Inc., a Wisconsin corporation,
c/o Robert F. Huml, Jr.
4220 N. Newville Road
Janesville, WI 53545;

H. James & Sons, Inc., a Wisconsin corporation,
c/o Donna M. James
4624 Ideal Road
Fennimore, WI 53809;

American State Equipment Co., a Wisconsin
corporation,
c/o Stephen D. Kraut
2055 South 108th Street
West Allis, WI 53227;

Wisconsin Department of Workforce
Development;
201 E. Washington Avenue
Madison WI 53703;

Frawley Oil Company, Inc., a Wisconsin
corporation,
c/o Michael J. Frawley,
600 E Milwaukee Street
Whitewater, WI 53190;

Vulcan Construction Materials LP, a Delaware
limited partnership,
c/o Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717;

BT Equipment, LLC, a Wisconsin limited
liability company,
c/o Timothy Otterstatter
N9220 Donald Lane Watertown, WI 53094;

Zenith Tech, Inc., a Wisconsin corporation,
c/o Mark E. Filmanowicz
N6 W23633 Bluemound Road
Waukesha, WI 53188-1741;

Wisconsin Bell, Inc., a Wisconsin corporation,
c/o CT Corporation System
8020 Excelsior Drive, Suite 200
Madison, WI 53717;

Wingra Redi-Mix, Inc., a Wisconsin corporation,
c/o Robert M. Shea
2975 Kapec Road
Madison, WI 53744;

Citizens Insurance Company of America
c/o CT Corporation Systems
8020 Excelsior Drive, Suite 200
Madison, WI 53717;

Middlesex Insurance Company
c/o CT Corporation Systems
8020 Excelsior Drive, Suite 200
Madison, WI 53717;

Hudson Insurance Company, a Delaware
corporation,
c/o Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801;

James T. Callahan, as Trustee of the Central
Pension Fund of the International Union of
Operating Engineers,
c/o Michael R. Fanning,
4115 Chesapeake Street, NW
Washington, DC 20016;

Michael R. Murphy, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

Terrance E. McGowan, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

Brian E. Hickey, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

John Duffy, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

Robert P. McCormick, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

Noel C. Borek, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

Paul O. Gehl, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

J. Patrick Tielborg, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

Paul C. Bensi, as Trustee of the Central Pension Fund of the International Union of Operating Engineers,
c/o Michael R. Fanning
4115 Chesapeake Street, NW
Washington, DC 20016;

William Kahl, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Barry Scholz, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

William Buglass, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Murray Luedtke, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Terrance E. McGowan, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Steve Buffalo, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Shane Griesbach, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Len Shelton, as Trustee for the Joint Labor Management Work Preservation Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Steven Buffalo, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Len Shelton, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Dan Sperberg, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Mary Jane DeBattista, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Tom Wolf, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

David Bohl, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Tim Peterson, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

John Topp, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Richard Wanta, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Terrance E. McGowan, as Trustee of the Operating Engineers Local 139 Health Benefit Fund,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Terrance E. McGowan, as Trustee of the Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund,
c/o Rita Becker
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Patrick B. Nelson, as Trustee of the International Union of Operating Engineers Local 139,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Terrance E. McGowan, as Trustee of the International Union of Operating Engineers Local 139,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Tim Goetz, as Trustee of the International Union of Operating Engineers Local 139,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Shaun McHugh, as Trustee of the International Union of Operating Engineers Local 139,
N27W23233 Roundy Drive
Pewaukee WI 53072-0160;

Walworth County, Wisconsin,
c/o Kimberly S. Bushey
100 West Walworth Street
Elkhorn, WI 5312;

Mann Complex Condominium Owners Association, Inc.,
1950 N. Wisconsin Street, Suite 8C,
Elkhorn, WI 53121;

The Stone Specialists, LLC
c/o Kathleen Hanley
W3507 Wildwood Drive
Lake Geneva, WI 53147

Stone Specialty Company, LLC
c/o Kathleen Hanley
W3507 Wildwood Drive
Lake Geneva, WI 53147

Anthony Hanley
W3507 Wildwood Drive
Lake Geneva, WI 53147

Kathleen Hanley
W3507 Wildwood Drive
Lake Geneva, WI 53147

LEECE & PHILLIPS, S.C.
Attorneys at Law

RECEIVED
WALWORTH COUNTY CLERK
2016 JAN -8 AM 9:00

www.leeceandphillips.com

Randall G. Leece
leece@leeceandphillips.com

Ward D. Phillips
phillips@leeceandphillips.com

Kelly C. Nickel
nickel@leeceandphillips.com

John M. Murphy
murphy@leeceandphillips.com

January 5, 2016

HAND DELIVERED

Walworth County Circuit Court
Walworth Judicial Center
1800 County Road NN
Elkhorn WI 53121

Re: LSCG Fund 17, LLC
vs. Mann Bros., Inc., et. al.
Case No. 15-CV-325

Dear Clerk:

Enclosed please find the original and one copy of the Answer of Defendant, City of Elkhorn, to Plaintiff's Second Amended Complaint and Counterclaim for Surplus in regards to the above referenced action. Please file same and return the stamp-filed copy back to my office.

Sincerely,

LEECE & PHILLIPS, S.C.

Ward D. Phillips
SBN: 1016416

WDP/rs

Enclosure

Cc: City of Elkhorn (w/enc.)
All parties pursuant to attached Mailing Matrix (w/enc.)

Mailing Address: P.O. Box 710 ◊ Elkhorn, WI 53121

Six West Street ◊ Elkhorn, WI 53121 ◊

Phone: 262.723.7040 or Toll-Free: 855.278.9097 ◊ Fax: 262.723.7039

LSCG FUND 17, LLC,

Plaintiff,

vs.

CASE NO. 15-CV-325

MANN BROS, INC., et. al.,

Defendants.

ANSWER OF DEFENDANT, CITY OF ELKHORN, TO PLAINTIFF’S SECOND AMENDED COMPLAINT AND COUNTERCLAIM FOR SURPLUS

NOW COMES the Defendant, City of Elkhorn, by counsel, Ward D. Phillips of LEECE & PHILLIPS, S.C., and as and for an answer to the Plaintiff’s Complaint in the above entitled action, alleges and shows unto the Court as follows:

1 . Answering paragraphs one (1) through eleven (11) of plaintiff’s second amended complaint, the answering defendant, City of Elkhorn, lacks knowledge sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

2. Answering paragraph twelve (12) of plaintiff’s second amended complaint, the answering defendant, City of Elkhorn, admits the allegations contained within paragraph twelve (12) of plaintiff’s second amended complaint and reserves the right to surplus in the event of sale.

3. Answering paragraphs thirteen (13) through forty-one (41), the answering defendant, City of Elkhorn, lacks information sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

4. Answering paragraph forty-two (42) of plaintiff’s second amended complaint, the answering defendant, City of Elkhorn, admits the allegations in paragraph forty-two (42).

5. Answering paragraphs forty-three (43) through ninety-seven (97) of plaintiff’s second amended complaint, the answering defendant, City of Elkhorn, lacks information sufficient to form a belief

as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

6. Answering paragraphs ninety-seven (97) through one hundred-two (102) of plaintiff's second amended complaint, the answering defendant, City of Elkhorn, lacks information sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

7. Answering paragraphs one hundred-three (103) through one hundred-ten (110) of plaintiff's second amended complaint, the answering defendant, City of Elkhorn, lacks information sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

8. Answering paragraphs one hundred-eleven (111) through one hundred-eighteen (118) of plaintiff's second amended complaint, the answering defendant, City of Elkhorn, lacks information sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

9. Answering paragraphs one hundred-nineteen (119) through one hundred-twenty-nine (129) of plaintiff's second amended complaint, the answering defendant, City of Elkhorn, lacks information sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

10. Answering paragraphs one hundred-thirty (130) through one hundred-thirty-five (135) of plaintiff's second amended complaint, the answering defendant, City of Elkhorn, lacks information sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

COUNTERCLAIM

11. Defendant, City of Elkhorn, incorporates by reference plaintiff's second amended complaint and paragraphs one (1) through ten (10) of its answer as if fully set forth herein.

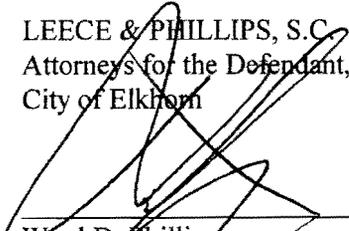
12. Defendant, City of Elkhorn, hereby makes claim for an order for payment of surplus funds available after sheriff's sale to defendant, City of Elkhorn, in the amount of Fifty-Four Thousand Four Hundred Fifty-One and 03/100 Dollars (\$54,451.03).

WHEREFORE, defendant, City of Elkhorn, demands judgment as follows:

- A. For payment of any surplus funds available after sheriff's sale to defendant, City of Elkhorn, in the amount of \$54,451.03;
- B. For its costs and disbursements; and
- C. For such other and further relief as the court deems just.

Dated this 5th day of January 2016.

LEECE & PHILLIPS, S.C.
Attorneys for the Defendant,
City of Elkhorn



Ward D. Phillips
SBN: 1016416
Six West Street, P.O. Box 710
Elkhorn, WI 53121
262-723-7040 – Telephone No.
262-723-7039 – Fax No.

LSCG FUND 17, LLC,

Plaintiff,

vs.

CASE NO. 15-CV-325

MANN BROS, INC., et. al.,

Defendants.

MAILING MATRIX

Plaintiff: LSCG Fund 17, LLC Attorney Gregory M. Miller Siegel Brill PA 100 Washington Avenue S Ste 1300 Minneapolis MN 55401-2110	Defendant: Mann Bros., Inc. 1950 North Wisconsin Street Elkhorn WI 53121
Defendant: Mann Ventures LLC 1950 North Wisconsin Street Elkhorn WI 53121	Defendant: D&M Enterprises, LLC 1950 North Wisconsin Street Elkhorn WI 53121
Defendant: Mann Development, Inc. 1950 North Wisconsin Street Suite 8C Elkhorn WI 53121	Defendant: R. Mann Investments, LLC 1950 North Wisconsin Street Suite 8C Elkhorn WI 53121
Defendant: State of Wisconsin %Attorney F. Mark Bromley PO Box 7857 Madison WI 53703	Defendant: Dodge Concrete, Inc. %Joseph F. Marx W6911 Silver Creek Road Watertown WI 53098
Defendant: Bore Master, Inc. %Daniel Olson N50 W23076 Betker Road Pewaukee Wi 53072	Defendant: Fabco Equipment, Inc. %Kenton B. Oren 11200 West Silver Spring Road Milwaukee Wi 53225
Defendant: Gerdau Ameristeel Us, Inc. %Corporation Service Company 8040 Excelsior Drive Suite 400 Madison WI 53717	Defendant: GrownMark Inc. %Corporation Service Company 8040 Excelsior Drive Suite 400 Madison WI 53717

<p>Defendant: RFH Jr., Inc. %Robert F. Huml, Jr. 4220 North Newville Road Janesville WI 53545</p>	<p>Defendant: H. James & Sons, Inc. %Attorney Jack Kusmaul KINNEY, URBAN & KUSSMAUL 151 West Maple Street PO Box 528 Lancaster WI 53813</p>
<p>Defendant: American State Equipment Co. Attorney Michael P. Stupar Stupar & Schuster, SC 633 West Wisconsin Avenue #1800 Milwaukee WI 53203-1918</p>	<p>Defendant: Wisconsin Department of Workforce Development 201 East Washington Avenue Madison WI 53703</p>
<p>Defendant: Frawley Company, Inc. %Attorney Wallace K. McDonell HARRISON, WILLIAMS & MCDONELL LLP 452 West Main Street, PO Box 59 Whitewater WI 53190</p>	<p>Defendant: Vulcan Construction Materials LP %Corporation Service Company 8040 Excelsior Drive Suite 400 Madison WI 53717</p>
<p>Defendant: BT Equipment, LLC %Attorney Anne E. Fellows OLM & ASSOCIATES PO Box 37 Whitewater WI 53190</p>	<p>Defendant: Zenith Tech, Inc. Attorney Timothy J. Andringa Cramer, Multhauf & Hammes LLP 1601 East Racine Avenue, Suite 200 Waukesha WI 53187</p>
<p>Defendant: Wisconsin Bell, Inc. %CT Corporation System 8020 Excelsior Drive, Suite 200 Madison WI 53717</p>	<p>Defendant: Wingra Redi-Mix, Inc. %Robert M. Shea 2975 Kapec Road Madison WI 53744</p>
<p>Defendant: Citizens Insurance Company of America %CT Corporation Systems 8020 Excelsior Drive Suite 200 Madison WI 53717</p>	<p>Defendant: Middlesex Insurance Company %CT Corporation Systems 8020 Excelsior Drive, Suite 200 Madison WI 53717</p>
<p>Defendant: Hudson Insurance Company %Attorney John E. Sebastian WATT, TIEDER, HOFFAR & FITZGERALD LLP 10 South Wacker Drive, Suite 2935 Chicago IL 60606</p>	<p>Defendant: Central Pension Fund of the International Union of Operating Engineers %Michael Crabtree 4115 Chesapeake Street NW Washington DC 20016</p>
<p>Defendant: Joint Labor Management Work Preservation Fund %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane</p>	<p>Defendant: Operating Engineers Local 139 Health Benefit Fund %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane</p>

Madison WI 53718	Madison WI 53718
Defendant: Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane Madison WI 53718	Defendant: International Union of Operating Engineers Local 139 %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane Madison WI 53718
Defendant: Central States, Southeast and Southwest Areas Pension Fund %Felice Patti 9377 West Higgins Road Rosemont IL 60018	Defendant: Central States, Southeast and Southwest Areas Health and Welfare Fund %Felice Patti 9377 West Higgins Road Rosemont IL 60018
Defendant: Walworth County, Wisconsin %Kimberly S. Bushey 100 West Walworth Street Elkhorn WI 53121	Defendant: Mann Complex Condominium Owners Association, Inc. 1950 North Wisconsin Street, Suite 8C Elkhorn WI 53121

LEECE & PHILLIPS, S.C. RECEIVED
WALNORTH COUNTY CLERK
Attorneys at Law

www.leeceandphillips.com

2016 JAN 8 AM 9:00

Randall G. Leece
leece@leeceandphillips.com

Ward D. Phillips
phillips@leeceandphillips.com

Kelly C. Nickel
nickel@leeceandphillips.com

John M. Murphy
murphy@leeceandphillips.com

January 6, 2016

Mr. Gregory M. Miller
SIEGEL BRILL PA
100 Washington Avenue South
Suite 1300
Minneapolis MN 55402

Re: LSCG Fund 17, LLC
vs. Mann Bros., Inc., et. al.
Case No. 15-CV-325

Dear Attorney Miller:

Enclosed please find a filed copy of the Answer of Defendant, City of Elkhorn, to Plaintiff's Second Amended Complaint and Counterclaim for Surplus in regards to the above referenced action.

Sincerely,

LEECE & PHILLIPS, S.C.

Ward D. Phillips
SBN: 1016416

WDP/rs

Enclosure

Cc: City of Elkhorn (w/enc.)
All parties pursuant to attached Mailing Matrix (w/enc.)

Mailing Address: P.O. Box 710 ◊ Elkhorn, WI 53121

Six West Street ◊ Elkhorn, WI 53121 ◊

Phone: 262.723.7040 or Toll-Free: 855.278.9097 ◊ Fax: 262.723.7039

LSCG FUND 17, LLC,

Plaintiff,

vs.

CASE NO. 15-CV-325

FILED

MANN BROS, INC., et. al.,

JAN 05 2016

Defendants.

CIRCUIT COURT
WALWORTH COUNTY
DUSTIN POWERS

ANSWER OF DEFENDANT, CITY OF ELKHORN, TO PLAINTIFF'S SECOND AMENDED COMPLAINT AND COUNTERCLAIM FOR SURPLUS

NOW COMES the Defendant, City of Elkhorn, by counsel, Ward D. Phillips of LEECE & PHILLIPS, S.C., and as and for an answer to the Plaintiff's Complaint in the above entitled action, alleges and shows unto the Court as follows:

1. Answering paragraphs one (1) through eleven (11) of plaintiff's second amended complaint, the answering defendant, City of Elkhorn, lacks knowledge sufficient to form a belief as to the truth of such allegations and therefore denies same, putting plaintiff to its strict proof thereon.

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COUNTERCLAIM

11. Defendant, City of Elkhorn, incorporates by reference plaintiff's second amended complaint and paragraphs one (1) through ten (10) of its answer as if fully set forth herein.

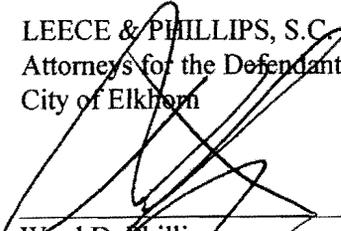
12. Defendant, City of Elkhorn, hereby makes claim for an order for payment of surplus funds available after sheriff's sale to defendant, City of Elkhorn, in the amount of Fifty-Four Thousand Four Hundred Fifty-One and 03/100 Dollars (\$54,451.03).

WHEREFORE, defendant, City of Elkhorn, demands judgment as follows:

- A. For payment of any surplus funds available after sheriff's sale to defendant, City of Elkhorn, in the amount of \$54,451.03;
- B. For its costs and disbursements; and
- C. For such other and further relief as the court deems just.

Dated this 5th day of January 2016.

LEECE & PHILLIPS, S.C.
Attorneys for the Defendant,
City of Elkhorn



Ward D. Phillips
SBN: 1016416
Six West Street, P.O. Box 710
Elkhorn, WI 53121
262-723-7040 – Telephone No.
262-723-7039 – Fax No.

LSCG FUND 17, LLC,

Plaintiff,

vs.

CASE NO. 15-CV-325

MANN BROS, INC., et. al.,

Defendants.

MAILING MATRIX

Plaintiff: LSCG Fund 17, LLC Attorney Gregory M. Miller Siegel Brill PA 100 Washington Avenue S Ste 1300 Minneapolis MN 55401-2110	Defendant: Mann Bros., Inc. 1950 North Wisconsin Street Elkhorn WI 53121
Defendant: Mann Ventures LLC 1950 North Wisconsin Street Elkhorn WI 53121	Defendant: D&M Enterprises, LLC 1950 North Wisconsin Street Elkhorn WI 53121
Defendant: Mann Development, Inc. 1950 North Wisconsin Street Suite 8C Elkhorn WI 53121	Defendant: R. Mann Investments, LLC 1950 North Wisconsin Street Suite 8C Elkhorn WI 53121
Defendant: State of Wisconsin %Attorney F. Mark Bromley PO Box 7857 Madison WI 53703	Defendant: Dodge Concrete, Inc. %Joseph F. Marx W6911 Silver Creek Road Watertown WI 53098
Defendant: Bore Master, Inc. %Daniel Olson N50 W23076 Betker Road Pewaukee WI 53072	Defendant: Fabco Equipment, Inc. %Kenton B. Oren 11200 West Silver Spring Road Milwaukee WI 53225
Defendant: Gerdau Ameristeel Us, Inc. %Corporation Service Company 8040 Excelsior Drive Suite 400 Madison WI 53717	Defendant: GrownMark Inc. %Corporation Service Company 8040 Excelsior Drive Suite 400 Madison WI 53717

<p>Defendant:</p> <p>RFH Jr., Inc. %Robert F. Huml, Jr. 4220 North Newville Road Janesville WI 53545</p>	<p>Defendant:</p> <p>H. James & Sons, Inc. %Attorney Jack Kussmaul KINNEY, URBAN & KUSSMAUL 151 West Maple Street PO Box 528 Lancaster WI 53813</p>
<p>Defendant:</p> <p>American State Equipment Co. Attorney Michael P. Stupar Stupar & Schuster, SC 633 West Wisconsin Avenue #1800 Milwaukee WI 53203-1918</p>	<p>Defendant:</p> <p>Wisconsin Department of Workforce Development 201 East Washington Avenue Madison WI 53703</p>
<p>Defendant:</p> <p>Frawley Company, Inc. %Attorney Wallace K. McDonell HARRISON, WILLIAMS & MCDONELL LLP 452 West Main Street, PO Box 59 Whitewater WI 53190</p>	<p>Defendant:</p> <p>Vulcan Construction Materials LP %Corporation Service Company 8040 Excelsior Drive Suite 400 Madison WI 53717</p>
<p>Defendant:</p> <p>BT Equipment, LLC %Attorney Anne E. Fellows OLM & ASSOCIATES PO Box 37 Whitewater WI 53190</p>	<p>Defendant:</p> <p>Zenith Tech, Inc. Attorney Timothy J. Andringa Cramer, Multhauf & Hammes LLP 1601 East Racine Avenue, Suite 200 Waukesha WI 53187</p>
<p>Defendant:</p> <p>Wisconsin Bell, Inc. %CT Corporation System 8020 Excelsior Drive, Suite 200 Madison WI 53717</p>	<p>Defendant:</p> <p>Wingra Redi-Mix, Inc. %Robert M. Shea 2975 Kapec Road Madison WI 53744</p>
<p>Defendant:</p> <p>Citizens Insurance Company of America %CT Corporation Systems 8020 Excelsior Drive Suite 200 Madison WI 53717</p>	<p>Defendant:</p> <p>Middlesex Insurance Company %CT Corporation Systems 8020 Excelsior Drive, Suite 200 Madison WI 53717</p>
<p>Defendant:</p> <p>Hudson Insurance Company %Attorney John E. Sebastian WATT, TIEDER, HOFFAR & FITZGERALD LLP 10 South Wacker Drive, Suite 2935 Chicago IL 60606</p>	<p>Defendant:</p> <p>Central Pension Fund of the International Union of Operating Engineers %Michael Crabtree 4115 Chesapeake Street NW Washington DC 20016</p>
<p>Defendant:</p> <p>Joint Labor Management Work Preservation Fund %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane Madison WI 53718</p>	<p>Defendant:</p> <p>Operating Engineers Local 139 Health Benefit Fund %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane Madison WI 53718</p>

Defendant: Wisconsin Operating Engineers Skill Improvement and Apprenticeship Fund %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane Madison WI 53718	Defendant: International Union of Operating Engineers Local 139 %Attorney Cynthia L. Buchko 4702 S. Biltmore Lane Madison WI 53718
Defendant: Central States, Southeast and Southwest Areas Pension Fund %Felice Patti 9377 West Higgins Road Rosemont IL 60018	Defendant: Central States, Southeast and Southwest Areas Health and Welfare Fund %Felice Patti 9377 West Higgins Road Rosemont IL 60018
Defendant: Walworth County, Wisconsin %Kimberly S. Bushey 100 West Walworth Street Elkhorn WI 53121	Defendant: Mann Complex Condominium Owners Association, Inc. 1950 North Wisconsin Street, Suite 8C Elkhorn WI 53121
The Stone Specialists LLC %Kathleen Hanley W3507 Wildwood Drive Lake Geneva WI 53147	Anthony and Kathleen Hanley W3507 Wildwood Drive Lake Geneva WI 53147

RECEIVED
WALWORTH COUNTY CLERK

Form 3-310-A

Report of Non-employee Accident or Injury

Return this form to the Walworth County Corporation Counsel.
Attach any documents that are relevant to the accident or injury.

2016 JAN 11 AM 8:25

Date of incident: 12/28/15

Non-employee name(s): Chuck Nass - 262-903-9511

Location of incident: W 6087 Hwy 12

Describe what happened. Snow was heavy & wet flow
through snow into window on front of house
and broke 3

Describe any injury or property damage as specifically as you can. Broken
Windows

Was first aid given? Yes No

If first aid was given, describe the type of aid that was given and by whom.

Names, addresses and telephone numbers of persons involved in, or witness to, this incident.

Chuck Nass - Home Owner
Brian Wagner - DPW Employee

Name of County employee completing this form: Dale Pogensee

741-4287

Department: DPW

Telephone: 262-741-3152

Approved [Signature]
Enacted: May 18, 2009
Revised: April 14, 2010

Estimate

For: NASSC-Chuck Nass
 W6087 Hwy 12
 Whitewater, WI 53190
 Job: misc acct
 Phone: (262) 473-0542

Home Lumber Company
 PO Box 370
 499 W. Whitewater St.
 Whitewater, WI 53190
 Phone: (262) 473-3538

Prepared For: Chuck
 PO/Job: Windows
 Estimator: Ron Punzel

Page: 1 of 1
 Date: 01/08/16
 Order #: 959417

Quantity	Product No.	Description	Price	UOM	Extended
2.000	EST	Andersen 2W2H Awning Windows			
		Unit Size 5'-8 1/8" x 4'-8 1/8" <i>DIMING EXPT.</i>	1608.000	EACH	3216.000
1.000	EST	Unit Size 5'-8 1/8" x 3'-4 1/8" <i>SINK</i>	1403.000	EACH	1403.000
		Extra Window for Uniformity			
		Andersen 1W2H Awning Window			
1.000	EST	Unit Size 2'-10" x 3'-4 1/8" <i>SINK</i>	689.000	EACH	689.000
1.000	EST	Misc. Material	200.000	EACH	200.000
48.000	ISLABOR	Lebor Charge/Hour for Installed Seals	50.000	EACH	2400.000

THANK YOU For The Opportunity To Prepare This Estimate For You.
 Please examine this Estimate carefully, we will not furnish any materials not listed. Please check that no materials have been left off and that the materials specified meet your needs.
 Local: 262-473-3538 Toll Free: 800-262-5482 Fax: 262-473-6908

Subtotal	7908.000
Tax	0.000
Total	7908.000

Prices Good Until 01/23/16



RECEIVED
WALWORTH COUNTY CLERK

2016 JAN -6 AM 9: 24

DAVID CRAIG

STATE REPRESENTATIVE
CHAIRMAN, ASSEMBLY COMMITTEE ON FINANCIAL INSTITUTIONS

December 30, 2015

Walworth County Board
c/o Walworth County Clerk Kimberly S. Bushey
100 W. Walworth
PO Box 1001
Elkhorn, WI 53121

Members of the Board:

Thank you for providing the Walworth County Board's resolution supporting Assembly Bill 378. I appreciate hearing from you on this matter.

Please know that I am a co-sponsor of this legislation and appreciate your feedback.

Again, thank you for contacting me regarding this issue. If you should need additional information or assistance with this or any other matter relating to state government, please feel free to contact me at 888-534-0083 or email me at Rep.Craig@legis.wi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "David Craig", is written over a horizontal line.

Representative David Craig
83rd District
Wisconsin State Assembly

RECEIVED
WALWORTH COUNTY CLERK

2016 JAN -8 PM 4: 05

January 8, 2016

Ms. Debora Grube
Land Use & Resource Management Department
100 W. Walworth Street
Elkhorn, WI 53121

Re: Placement on Agenda for Board of Supervisors Meeting on January 12, 2016, at 2:00 pm, Regarding Amendment to Walworth County Zoning Ordinances - Special Event Campgrounds

Dear Ms. Grube:

As you are aware, on April 8, 2015, I requested that a proposed amendment to the Walworth County Zoning and Shoreland Zoning Ordinances be placed on the Walworth County Board of Supervisors' agenda for referral to the County Zoning Agency. I hereby respectfully request that this proposed amendment be placed on the January 12, 2016 Agenda for the Walworth County Board of Supervisors meeting for action. The text amendment to the zoning ordinance would allow promoters of special events to apply for a conditional use permit for a special event campground in the B-5 zoning district. I have included a copy of my April 8, 2015, correspondence, which included a draft of the proposed amendment to the Walworth County Zoning and Shoreland Zoning Ordinances, for information purposes.

Just to reiterate, the proposed amendment would:

1. Allow Walworth County to approve a conditional use permit for Special Event Campgrounds only in the B-5 zoning district and only in conjunction with an approved conditional use permit. The specific uses which could apply for the conditional use permit for a Special Event Campground, itemized in the proposed amendment, are large scale uses with significant space for a special event campground.
2. Require that Special Event Campgrounds in the B-5 zoning district remain subject to the Special Event Campground regulations of the State of Wisconsin Department of Health Services.
3. Establish a fee for the conditional use permit public hearing for the Special Event Campgrounds and a fee for the zoning permit required for each event.

I further request that this proposed amendment be placed on the January 21, 2016, County Zoning Agency agenda for discussion purposes, and if it is acceptable to the County Zoning Agency, that it be scheduled for public hearing at the February 18, 2016, County Zoning Agency meeting.

Thank you in advance for your consideration.

Sincerely,



David A. Weber, District 7
Walworth County Board of Supervisors



mode industries, inc.

4-8-15

1723 Woolsey Street, Delavan, WI 53115 . Phone 262-728-3036 . Fax 262-728-1312 . modeindinc@genevaonline.com

Re: Amendment to Walworth County Zoning Ordinances
Special Event Campgrounds

Dear Debora Grube:

It has come to my attention that Walworth County has no provision in its zoning ordinances to allow special event campgrounds, which are temporary campgrounds in conjunction with specific events. Allowing a special event campground could have significant beneficial economic impact for Walworth County with no detrimental impact on the quality of life that Walworth County residents enjoy.

Therefore, I propose that the County adopt a text amendment to the zoning ordinance which would allow promoters of special events to apply for a conditional use permit for a special event campground in the B-5 zoning districts. A draft of the proposed amendment to the Walworth County Zoning and Shoreland Zoning Ordinances is enclosed. The proposed amendment would:

1. Allow Walworth County to approve a conditional use permit for Special Event Campgrounds only in the B-5 zoning district and only in conjunction with an approved conditional use permit. The specific uses which could apply for the conditional use permit for a Special Event Campground are itemized in the proposed amendment and are large scale uses with significant space for a special event campground.
2. Require that Special Event Campgrounds in the B-5 zoning districts remain subject to the Special Event Campground regulations of the State of Wisconsin Department of Health Services.
3. Establish a fee for the conditional use permit public hearing for the Special Event Campgrounds and a fee for the zoning permit required for each event.

I request that this proposed amendment be placed on the April 23, 2015 County Zoning Agency agenda for discussion purposes, and if it is acceptable to the County Zoning Agency, that it be scheduled for public hearing in May, 2015.

Thank you in advance for your consideration.

Sincerely,

David A. Weber, District 7
Walworth County Board of Supervisors

TEXT AMENDMENT

To amend the Zoning Ordinance, Walworth County, Wisconsin and Shoreland Zoning Ordinance, Walworth County, Wisconsin Sections 74-55, 74-62, 74-131, 74-182, 74-189, and 74-263 in the following respects:

Additions are underscored; deletions are ~~crossed off~~.

1. Amend Zoning Ordinance §74-55 as follows: Insert in *B-5 Planned Commercial-recreational business district* (2) ~~ccc.~~ Special Event Campground.
2. Amend Zoning Ordinance §74-182 as follows: Insert in *B-5 Planned Commercial-Recreation business district* (2) ~~ccc.~~ Special Event Campground.
3. Amend Zoning Ordinance §74-62 to insert after paragraph (16) the following:
(17) Special event campgrounds in the B-5 district subject to the special event campground regulations of DHS 178.
4. Amend Zoning Ordinance §74-189 to insert after paragraph (16) the following:
(17) Special event campgrounds in the B-5 district subject to the special event campground regulations of DHS 178.
5. Amend Zoning Ordinance §74-131 to insert the following definition:
Special Event Campground: a parcel or tract of land maintained, intended, or used for a temporary campground to provide campsites in conjunction with a previously approved conditional use permit in the B-5 zoning district for special events held under the approval of the following uses: drive-in movies; dude ranches; fairgrounds; race tracks; golf courses and country clubs; amphitheaters; theatres, music entertainment facilities; arenas; field houses; gymnasiums; natatoriums; auditoriums; exhibition halls; music halls; stadiums; airports; schools; and churches.
6. Amend Zoning Ordinance §74-263 to insert the following definition:
Special Event Campground: a parcel or tract of land maintained, intended, or used for a temporary campground to provide campsites in conjunction with a previously approved conditional use permit in the B-5 zoning district for special events held under the approval of the following uses: drive-in movies; dude ranches; fairgrounds; race tracks; golf courses and country clubs; amphitheaters; theatres, music entertainment facilities;

arenas; field houses; gymnasiums; natatoriums; auditoriums; exhibition halls; music halls; stadiums; airports; schools; and churches.

7. Amend Zoning Ordinance §30-286 to insert the fee for Special Event Campground public hearing fee and for Special Event Campground zoning permit as follows:

<u>Description</u>	<u>Fee</u>	<u>Effective Date</u>	<u>Authority</u>
<u>Public hearing fee – Conditional use hearing: Special Event Campground</u>	<u>\$1,000.00</u>	<u>Jul-15</u>	<u>Wis. Stats. §59.696</u>
<u>Zoning permit – Special Event Campground (per event)</u>	<u>\$300.00</u>	<u>Jul -15</u>	<u>Wis. Stats. §59.69</u>