

**PRINT in BLACK ink**

Enter the name of the county in which you are filing this case.

The plaintiff is the person bringing the law suit.

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

If this is an Amended Complaint, check the box.

Enter the case number given you by the Clerk.

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

For more than two defendants, check the "additional defendants" box and attach another sheet with their names and addresses.

On the far right: Check one of the boxes to show what type of small claims case you are filing.

**Note:** The clerk will provide the phone number for the disability box.

**STATE OF WISCONSIN, CIRCUIT COURT,**  
\_\_\_\_\_ COUNTY

**Plaintiff:**  
 First name Middle name Last name  
 PO Box 3  
 Address  
 Address  
 Nekoosa WI 54457  
 City State Zip  
 See attached for additional plaintiffs.

**-vs-**

**To: Defendant(s):**  
 Five Skies LLC  
 First name Middle name Last name  
 c/o Nicholas Kedrowski, Registered Agent  
 Address  
 N6644 Wolf Run Road  
 Address  
 Black River Falls WI 54615  
 City State Zip  
 See attached for additional defendants.

*For Official Use*

**FILED**

DEC 29 2016

CLERK OF COURT  
Wood County, Wis.

Amended

**Summons and Complaint  
Small Claims**

Case No. \_\_\_\_\_

- Claim for money (\$10,000 or less) 31001
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to Foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31008
- Tort/Personal injury (\$5,000 or less) 31010

If you require reasonable accommodations due to a disability to participate in the court process, please call \_\_\_\_\_ at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

**SUMMONS**

**Do not check either of these boxes.**

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

**Note:** Leave dates blank; the clerk or plaintiff's attorney will enter them.

**To the Defendant(s):**  
 You are being sued as described below. If you wish to dispute this matter:

You must appear at the time and place stated,  
**AND/OR**  
 You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

Clerk/Attorney Signature  
*Condy L. Gostern*

When to Appear/File an Answer	
Date 11/17/17	Time 1:00 pm
Place to Appear/File an Answer	
<b>WOOD COUNTY CIRCUIT COURT            400 MARKET STREET            WISCONSIN RAPIDS WI 54494</b>	
Date Summons Issued 12/29/16	Date Summons Mailed S/S

### COMPLAINT

Check the box for the type of small claims case you have filed.

See Basic Guide to Wisconsin Small Claims Actions (SC-6000V).

**Plaintiff's Demand:**

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: (Check as appropriate)

- Claim for Money \$ 6,740.95
- Eviction
- Eviction due to Foreclosure
- Return of property (replevin) (Describe property in 2 below.)  
*(Not to include Wis. Stats. 425.205 actions to recover collateral.)*
- Return of Earnest Money
- Confirmation, vacation, modification or correction of arbitration award.
- Tort/Personal injury \$ \_\_\_\_\_

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

Return of all rents paid and security deposit for unit that was not in tenantable status due to deception of Five Skies re water and other repairs; expenses incurred as result of renting unit in good faith that necessary repairs would be completed but having to move twice in 5 months. This unit should NOT have been rented until known water quality problem was identified by appropriate, qualified individual and appropriate rectification was accomplished.- instead rec'd email stating that they may terminate lease 63 days later (7/3/16) after expense of moving self, business, and 2 cats 200 mi.

Repairs re health & safety identified and submitted to Five Skies 5/10 were not done and rent was not abated in accordance with Statute 704.07(4): water, stairs, broken door, torn flooring, non-functional windows, breach of lease re garden, laundry, 7'x4' of sewage on lawn for 18 days next to window. No effort toward repairs until my letter of 9/3/16

Threats and intimidation by attorney Arendt 9/18. Retaliation after 9/24 report to Building Inspector re stairs - no permit/ not to code (Statute 704.45): notice to pay full rent with late charges or vacate in 5 days, followed by eviction notice. Documentation, photos, videos, audio may be accessed at www.wisconsinrental-fiveskies.com

Briefly explain the facts and why the court should award you what you are asking for.

**For Eviction Actions:** If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

If you need more room, check this box and attach additional sheets.

**See attached for additional information.** Provide copy of attachments for court and defendant(s).

## STOP!

Take this document to a Notary Public BEFORE you sign it.

After you have been sworn by a Notary Public, sign and print your name and date the document in front of the Notary Public.

Enter your or your attorney's phone number.

An attorney must enter his or her State Bar Number, law firm and address.

**Verification:** Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

I am:  plaintiff  attorney for the plaintiff.

Sign 	Date <u>12/29/16</u>	Attorney's State Bar Number
Plaintiff's/Attorney's Telephone Number	Law Firm and Address	

Have the Notary Public sign, date, and seal the document.

**COPIES:** For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

State of Wisconsin  
 County of Wood  
 Subscribed and sworn to before me on 12-29-16  
Tamatha J. Huser  
 Notary Public/Court Official  
Tamatha J. Huser  
 Name Printed or Typed  
 My commission/term expires: 2-1-2019

(Seal)

Advised FiveSkies in 9/3 letter after repairs were NOT performed that "I can ill afford the time necessary or the mileage to search for another affordable trailer, do the research and demographics for my business, take the time required to pack & unpack, the expense of hiring movers, and re-establish my business from another location having just completed this process Feb-Apr 2016. At 66 and given my current physical limitations, I am not able to manage the packing, lifting, unpacking, and move.

Four days after I met with Saratoga Building Inspector re stairs not to code (fell/injured 9/16/16) – found taped to back door a notice to vacate in 5 days or pay full (not abated) rent with late charges. **Statute 704.45 Retaliatory conduct in residential tenancies prohibited.**

Unit should NOT have been rented until known water quality problem was identified by appropriate qualified individual and appropriate rectification accomplished. Other repairs re health & safety identified and submitted to Five Skies were not done and rent was not abated in accordance with **Statute 704.07(4)**

Check-in sheet required; Five Skies did not provide. **Statute 704.08** I submitted notification re repairs/problems essential for health/safety to Five Skies 5/10, 5/13, 5/20, 5/31, 6/17, 6/30, 7/16, 8/5 (requested written specific date of completion – rec'd no response); and 9/3..

Repairs completed as of 9/3/16:

- 1) screening placed over old, torn screens on five of ten windows (5/21) keeps insects out and cats safe while decreasing air ventilation with windows that do not open or stay open; no one hurt yet
- 2) pin replaced on bedroom door hinge so it wouldn't fall off again

**Notified of following necessary repairs as indicated above:**

1. **Water - iron - 667-6,667% over EPA GRAS 0.3ppm (2.0 - 20.0ppm); No plumbing pipe replacement permit on file per Saratoga Building Inspector; no permit posted while installing 5/10-6/17.** Responsible LL would have known and unit should NOT have been rented until they KNEW water condition corrected via unit pipes and/or underground pipes. Any reasonable person looking at 2 toilet bowls at move-in would conclude that there is an iron problem (photos 5/7/16)



**My email of 5/9:**

windows & screens, clear water, etc., are rather reasonable expectations. quite concerned re the water as it continues to be orange disconcerting that the orange water morphs into particles that land on the bottom of the glass. An explanation and rectification of this situation is necessary."

" I do think functioning doors,

**Nick email of 5/10** I was not aware of many of the problems with the trailer. I am forwarding your pictures on to our maintenance manager, Delbert so he is aware. I will make sure that these are all addressed as soon as possible. The water from our well is tested each year and does not have any problems with color, odor, chemical or minerals.

5/13 Kurt – plumber – verbal: I'll tell Nick water is orange

5/31 Text to Kurt: 11 days later, the water heater is still in front. Please make it go away really very soon... Like tomorrow would be good.

Text from Kurt -plumber: Yes and yes call you before I show up tomorrow mid afternoon.

Kurt showed up in the morning, did not call or text before arriving – reminded him that outdoor water still not connected and water is still orange; he "forgot" about outdoor water connection; said he'd tell Nick re orange water

6/17 text to Kurt – plumber: This morning's water (this pic attached) →



5/10-6/17 39 days I waited again and again for Kurt, the no show plumber, finally completed outdoor water connection 9/8; laundry connection completed (?)

6/30 my email: picture of water texted to Kurt and: After 3 clearer buckets, this is the 4th bucket that I watered the tomatoes (picture next page)

7/1 email from Nick: "the continued problems indeed need to be addressed soon"

7/3 email from Nick: "...we may have to terminate your lease because we would not continue to rent the unit until that issue is remedied"

7/6 email from Nick: "Our primary concern is the water quality at your unit and that will take priority for us, if that can't be corrected the other issues are moot. While I am here I will be coordinating with Delbert and establish a schedule to address everything."

7/16 visit from Joseph & Delbert – saw these water samples



They said nothing, did nothing; until 9/12 after my letter of 9/3

9/12 – voicemail from Joseph (on disk and website):

Vehicle mechanic, 20yr old boy, and sewer/drain specialist to apply filter hopefully hopefully will help (voicemail on disk)

My response: after deadline per my letter of 9/3

9/18 Their response was threats and intimidation from Atty Arendt: excerpts of his email: Evict; terminate water supply; enter without permission arbitrary time frame (note: 4 months + 3 days=arbitrary?); This is nonsense. Within its right to immediately enter the premises to abate the claimed safety issue with or without her consent and without 24 9/hour notice; You could initiate an eviction; consider terminating her water supply (his email follows as last page).



Water in 1/2 bath white sink  
10/29/16



drain catcher after 2  
quick showers 9/19, 20



Shower 10/03



Particles that settle



Water 08/16/16



outdoor water 9/8

9/16 email from Joseph: As we couldn't work on the water this week, Monday at 10 o'clock we will be there to attach a filter as a temporary solution for the water. I am going back and forth with Pellner plumbing to get something work it, which will take some time.

**The 9/20 appointment is not necessary – pump house is 35 steps from this unit (photo pg 3)**

9/20 10:30am: text to Joseph: The time is now 10:30 a.m. Please see the email I just sent regarding 10 a.m. appointment today Tuesday September 20. Forward the information to Delbert and Kurt

9/20 10:30am email to Joseph: Your email specifies an appointment at 10:00 a.m. on Tuesday to address only the water issues.

It is now 10:30 a.m. No one (Kurt, Delbert, or you) have emailed, texted, or called to indicate that you are going to a) be late or b) just not show up As we discussed on 3/27 and as discussed with Kurt, I do need always to be present whenever any repairs need to be done in order to assure the safety and well-being of my two cats. Given the time and lack of contact this morning, I will consider all 3 of you to be in the "no show" option and I will proceed with my day. The water situation cannot be considered an emergency or safety issue as you have known about it (and other issues) since 5/10/16 and were updated through 7/16/16 and again on 9/6/16. You do not have permission to enter this trailer without my presence.

9/20 10:34 email from Joseph: We are here right now talking with our attorney regarding the letter you left use, we will be over when we are done talking with him. (underline added – old lady can just sit & wait while the "men" talk.)

9/20 10:35 email to Joseph: sorry, you are too late today. it is 10:34. our appointment was at 10

9/28: **received notice to pay full rent with late charges or vacate in 5 days – (4 days after meeting with Saratoga Building Inspector re stairs not to code)**

10/05 4:20pm email from Joseph dated 10/20 at 11:40am: We have just received information that Kurt is in Madison because his daughter had gotten into a serious car accident and that we will have to reschedule for another time, Kurt is fully licensed and insured and he is not an "off the book plumber" as you have stated. Wisconsin requires a 12 hour notice for entry except in emergency situations, we will try to provide you with a 24 hour notice (note: I did not imply that Kurt is not licensed plumber. Kurt told me that this job was off the books, he didn't want to do plumbing anymore but "a cash job is hard to turn down.") **Query: Is Kurt on the property or in Madison????**

2. **Stairs:** back metal steps - not to code; replaced 9/11 with stairs no permit & not to code: resulted in my fall of 9/16; friend's daughter fell off metal stairs on June 06/10. **Reported to Saratoga Building Inspector 9/24; retaliation of 9/28:** pay full rent (though repairs *not* completed) with late charges or vacate in 5 days.



3. **Broken Back Door:** useless in emergency; crank several times to open and use shoulder slam to open from inside (Delbert chuckled at that 7/16; key cannot be inserted into lock; 1/2" gap between door and floor allows insect & vermin to come and go at will; no screen door facilitates rain into unit 17' to end of kitchen counter. Linoleum lifted and torn due to rain damage creates tripping hazard. **Nick held metal plate that fell off bottom on 5/10 and said "replace door"; door back ordered 9/12.**



4. **Sewage:** about 80"x48" 7' from my window on lawn for-18 days after pipe broke: 8/22-9/8; stench is not compatible with lowest level possible of "quiet enjoyment." Sewage was hosed into lawn 09 08 16 after receipt of my 09 03 16 letter on 09 06 16; Wood Co Health Dept inspected sewage spill area 10/6; **well water iron tested at 0.4 (over 0.3ppm EPA)**



5. **Windows:** latches missing/broken; out of track. some didn't or don't stay open but just slam down w/o assistance - no injuries yet. On 7/16 Delbert drilled one in order to open - now it does not close. Screen fabric placed over old torn, filthy screens. Hot – no cross ventilation & no a/c



6. **Garden:** discussed in emails of 4/18 and approved; not viable option though I did try – hauled out a lot of really poor dirt and filled with garden soil to plant tomatoes, peppers, herbs and flowers. Only to learn that I had to haul bucket after bucket of rust water from bathtub as no outdoor water connection until 9/8. I gave up in early July and let them die. Photo provided to Nick on 6/30.



7. **Washer Dryer:** Discussed in emails of 3/24 – hookups or side by side. Discussed details with Nick on 3/27 viewing – vent/no vent, etc. Not an option unless I want an all orange wardrobe. Do not know to date whether plumber also "forgot" to connect that pipe. 66 yrs old and hauling laundry to the laundromat every week though that was *not* my plan when I moved in.

8. **Age Discrimination:** This old lady can just wait while the men talk (9/20); I've been waiting 4 months for repairs – younger Latina next door reports rust in her kitchen tap filter and Nick is at her door the next morning.

**Notified Five Skies again and again. They claim 'aware' - "on schedule" - 'priority' - 'back on radar' - witness *in person* the water 'quality' on 7/16 - choose not to respond to written request of 8/5 to provide date for completion - do nothing until my letter of 9/3 and then retaliate with notice to pay *full rent* with late charges though water, door, window etc etc repairs are not done then file for my eviction.**

----- Forwarded message -----

From: **Joseph Kedrowski** <joseph@fiveskiesmhc.com>

Date: Sun, Sep 18, 2016 at 11:20 AM

Subject: Water issue

To: [REDACTED]

After talking with our attorney he has sent me this email regarding the water. Kurt, Delbert, and myself will be there Tuesday morning at 10:00 to fix our property, you do not need to be present.

----- Forwarded message -----

From: Patrick Arendt <patrickarendtlaw@gmail.com>

Date: Sep 16, 2016 4:19 PM

Subject: Tenant Complaint

To: joseph@fiveskiesmhc.com

Cc:

Joseph,

In response to your inquiry regarding entry into a home to fix a utility. Your lease and the law allows you to enter into a home with proper notice to make a repair, your lease says 24 hours. The law indicates that this must be done at a reasonable time.

Your tenant seems to feel that this means at a time convenient to her. That is not what the law requires.

Your tenant has indicated that you failed to respond to her demand to remedy her claimed water issue within the arbitrary time frame she announce in a letter. She also indicates this may be a health hazard to her and yet she now seeks to deny you access to the home to abate the issue. This is nonsense. The park would be within its right to immediately enter the premises to abate the claimed safety issue with or without her consent and without 24 hour notice if you reasonably deem it to be an actual safety issue.

To the extent that she refuses you access to the premises to abate the claimed water issue she will probably forgo in any courts eyes any remedy she might seek. You could initiate an eviction based upon her action denying you access to the premises to make the repairs..

Hopefully your tenant will allow you to entry into the home when the repair is scheduled. If she refuses, start the eviction process. If you believe that the water currently provided to the home might present a safety hazard to the tenant as she claims, you may have to consider terminating her water supply until you are allowed to make repairs to the system.

Patrick Arendt

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