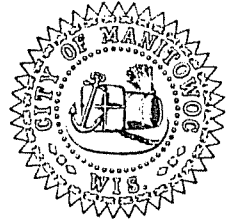


JMW  
4-7-14


# CITY OF MANITOWOC

WISCONSIN, USA  
www.manitowoc.org

14-485



March 13, 2014

To: Jennifer Hudon, City Clerk/Deputy Treasurer  
From: Kathleen M. McDaniel, Interim City Attorney   
Re: UnitedOne Credit Union v. Rick L. Salta et al  
Case No. 13-CV-175

Please find attached a filed copy of the Stipulation and Order for Dismissal with Leave to Reinstate regarding the above-reference matter. The City's lien remains in place.

Please have the Council accept this report and place on file the documents relative to the above-referenced matter.

KMM;jr

Attachment

cc: City of Manitowoc Planning Department

P:\ATTORNEY\CLAIMS\2014 Claims\Pahmeier Claim 14-05\Pahmeier letter request Proof of Loss 2014.docx

Interim City Attorney Kathleen M. McDaniel – Phone (920) 686-6990  
CITY HALL • 900 Quay Street • Manitowoc, WI 54220-4543 • Fax (920) 686-6999





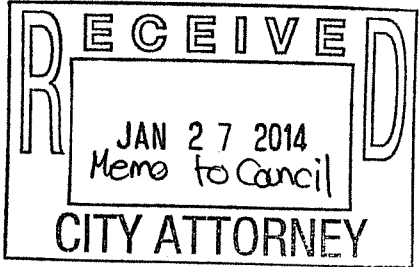
**MICHAEL BEST**  
& FRIEDRICH LLP

Michael Best & Friedrich LLP  
Attorneys at Law  
1000 Maritime Drive  
Manitowoc, WI 54220  
Phone 920.686.2800  
Fax 920.686.2810

Timothy A. Burkard  
Direct 920.682.9995  
Email taburkard@michaelbest.com

January 22, 2014

Attorney Jason E. Dierkes  
610 Riverfront Drive  
Sheboygan, Wisconsin 53081



Re: **UnitedOne Credit Union v. Rick L. Salta, et al**  
**Case No. 13-CV-175**

Dear Attorney Dierkes:

Enclosed for your file, please find a filed copy of the Stipulation and Order for Dismissal with Leave to Reinstate regarding the above-referenced matter. Thank you.

Sincerely,

**MICHAEL BEST & FRIEDRICH LLP**

A handwritten signature in cursive script that reads "Tim Burkard".

Timothy A. Burkard

TAB:jlk

Enclosure



# MICHAEL BEST

& FRIEDRICH LLP

Attorney Jason E. Dierkes  
January 22, 2014  
Page 2

cc: Attorney Steven J. Rollins, Enclosure  
Attorney Gale Mattison, Enclosure  
Attorney Kevin P. Stangel, Enclosure  
Attorney Kathleen M. McDaniel, Enclosure  
Attorney Adam Ben-Zikri, Enclosure  
Joshua A. Wilson, Enclosure  
Joseph M. Pohl, Enclosure  
Karen L. Jelinek, Enclosure  
Cellcom/New-Cell Inc., Enclosure  
Lakeview Psychological Associates, Enclosure  
Sheila Werner, Enclosure  
Stacey Werner, Enclosure  
Jerome W. Schultz, Enclosure  
Karie S. Ford, Enclosure  
Holy Family Memorial Inc., Enclosure  
Anna M. Jaskolski, Enclosure  
Ms. Shannon Schad, UnitedOne Credit Union, Enclosures

**Michael Best & Friedrich LLP is attempting to collect a debt on our client's behalf and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.**

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UNITEDONE CREDIT UNION

JAN - 8 2014

Plaintiff,

CLERK OF CIRCUIT COURT  
MANITOWOC COUNTY, WI

Case No. 13-CV-175

vs.

Case Code: 30404 Foreclosure of Mortgage

RICK L. SALTA, WISCONSIN DEPARTMENT OF REVEUE,  
JOSHUA A. WILSON, JOSEPH M. POHL, KAREN  
L. JELINEK, MANITOWOC COUNTY CLERK OF  
CIRCUIT COURT, MARINETTE COUNTY CHILD SUPPORT  
AGENCY, CELLCOM/NEW-CELL INC., STATE OF WISCONSIN,  
LAKEVIEW PSYCHOLOGICAL ASSOCIATES, MANITOWOC PUBLIC  
UTILITIES, SHEILA WERNER, STACEY WERNER, JEROME W. SCHULTZ,  
SMOKEY BARBIER HEATING, INC., KARIE S. FORD, HOLY FAMILY  
MEMORIAL, INC., and ANNA M. JASKOLSKI.

Defendants.

**STIPULATION AND ORDER FOR DISMISSAL WITH LEAVE TO REINSTATE**

WHEREAS, Plaintiff, UnitedOne Credit Union ("Plaintiff") and Defendant, Rick L. Salta ("Defendant") are parties to the above-captioned litigation; and

WHEREAS, Plaintiff filed the above-captioned foreclosure action in Manitowoc County on March 22, 2013; and

WHEREAS, Plaintiff and Defendant have settled the matter pursuant to a Settlement Agreement dated November 30, 2013, as amended (the "Settlement Agreement").

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff and Defendant as follows:

1. Defendant, Rick L. Salta shall make payments to Plaintiff UnitedOne Credit Union in the total amount of \$600,000.00 (the "Settlement Amount") upon the terms and conditions outlined in the Settlement Agreement.



2. The above-captioned litigation shall be dismissed without prejudice and without costs to any party, and, in the event the Defendant has defaulted under the Settlement Agreement, leave to allow the Plaintiff to reinstate this Case and pursue recourse under the Settlement Agreement including but not limited to entry of a judgment (the "Judgment") including the following: (i) ordering default judgment against all defendants in the case who have failed to appear as demonstrated by the Affidavit of Timothy A. Burkard, filed herewith, (ii) ordering foreclosure and sale of all properties in the Case at Sheriff's Sale in accordance with applicable law and the pleadings on file in this Case, (iii) pursuant to the Settlement Agreement, entering a stipulated judgment against Defendant, Rick L. Salta, for the Settlement Amount less any payments Defendant has made on the Settlement Amount, plus interest from the date of the Settlement Agreement to the date of the Judgment at the fixed rate of 8% per annum, additional interest costs, reasonable attorneys' fees, and the amount of any protective advances made by Plaintiff to Defendant from the date hereof, and (iv) such other relief as the Court may order.

3. The Mortgages and Assignments of Rents and Leases identified in the Complaint shall continue to secure Defendant's obligations under the Notes and the Settlement Amount.

4. This Stipulation amends and supersedes the terms of the Settlement Agreement to the extent necessary to bring the Settlement Agreement into compliance with this Stipulation and the Court's Order.

5. In entering into this Stipulation, Plaintiff and Defendant represent and warrant that each have done so voluntarily, have had an opportunity to consult with legal counsel and such other advisors as each determines necessary, and have relied upon their own judgment regarding the proper, complete and agreed to consideration and the language of this Stipulation, and that no statements or representations made by the other party or any of its agents, employees or counsel has influenced or induced any party to execute this Stipulation.

4. The parties agree that the existence and execution of this Stipulation and the performance of the obligations imposed in the Settlement Agreement constitute nothing other than an accommodation and compromise and does not constitute an admission of liability or non-liability, breach of performance of any duties or obligations or any other wrongdoing of any nature whatsoever. Except for the obligations undertaken by the parties herein, each party denies any and all liability to each other.

5. This Stipulation may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

6. This Stipulation is binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

7. The Circuit Court for Manitowoc County shall have exclusive jurisdiction to hear any and all disputes regarding enforcement of the terms and conditions of this Stipulation and the Settlement Agreement.

IN WITNESS WHEREOF, Plaintiff and Rick L. Salta have caused their duly authorized representatives to execute this Stipulation as of the dates set forth below.

**PLAINTIFF:**

UNITEDONE CREDIT UNION

By: Kim Rooney  
Kim Rooney, President

Date: 12-31-2013, 2013

**DEFENDANT:**

RICK L. SALTA

By: Rick L. Salta  
Rick L. Salta, Individually

Date: December 29, 2013

**ORDER**

Pursuant to the above Stipulation and the attached Settlement Agreement between Plaintiff and Rick L. Salta, IT IS HEREBY ORDERED as follows:

1. Case No. 13-CV-175 is hereby dismissed without prejudice and with leave to reinstate in the future to enforce the terms and conditions of this Stipulation, the Settlement Agreement, and the Settlement Amount.
2. This Court shall retain jurisdiction to hear any and all disputes regarding enforcement of the terms and conditions of this Order and the attached Settlement Agreement.

Dated this 7<sup>th</sup> day of January, 2013.

**BY THE COURT:**

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Honorable Mark R. Rohrer  
Circuit Court Judge, Branch 1  
Manitowoc County, WI

**JUDGMENT ENTERED THIS** 8<sup>th</sup> **DAY OF** January, 2013.

MANITOWOC COUNTY CLERK OF COURT

By: Lynn Avorak