

FILED
08-05-2022
Clerk of Court
Shawano County, WI
2022CV000079

STATE OF WISCONSIN CIRCUIT COURT SHAWANO COUNTY

In re:

ANNIE’S CAMPGROUND LLC,

Case No.: 22-CV-079

Debtor.

RECEIVER’S EMERGENCY MOTION FOR TEMPORARY INJUNCTION

Seth E. Dizard (the “Receiver”), the Court-appointed receiver of Annie’s Campground LLC (“Annie’s Campground”), through his counsel, O’Neil, Cannon, Hollman, DeJong & Laing S.C., moves the Court pursuant to Wis. Stat. §§ 128.01 and 813.02 for a temporary injunction to prevent the owner of Annie’s Campground, Ann Marie Retzlaff, from entering onto Annie’s Campground’s property without permission and from taking any action that would disrupt the operations, marketing, and sale of the campground.

BACKGROUND

1. Annie’s Campground operates a campground, bar, and restaurant located at W12505 Roosevelt Road, Gresham, Wisconsin 54128.

2. On May 5, 2022, Bank First (the “Bank”) petitioned the Court for the appointment of a receiver of Annie’s Campground pursuant to Chapter 128 of the Wisconsin Statutes. Doc. 2. The Bank has a properly perfected, first priority lien on all assets of Annie’s Campground. As of around April 25, 2022, Annie’s Campground owed the Bank approximately \$1,500,000.00, exclusive of attorneys’ fees and costs of collection.

3. On May 25, 2022 (the “Appointment Date”), the Court entered an order appointing the Receiver as the Wis. Stat. Chapter 128 receiver of Annie’s Campground. Doc. No. 16.

4. Since the Appointment Date, the Receiver and the business consultant retained by the Receiver, have overseen the operations of Annie's Campground, and have restored it to a going concern for the benefit of creditors.

5. On July 11, 2022, the Court entered an order authorizing the Receiver to sell the assets of Annie's Campground pursuant to the Auction Terms and Procedures and further authorizing the Receiver to retain Micoley to market and conduct an auction of the assets. Doc. No. 56.

6. The Receiver will conduct a sealed-bid auction for the assets of Annie's Campground and present to the Court for approval the highest and best offer he receives for the assets. As a result of Micoley's marketing efforts, numerous parties have expressed interest in purchasing the assets and are conducting site visits of the campground.

7. The deadline to submit sealed bids is August 19, 2022, at 12:00 p.m. A sale confirmation hearing is scheduled for August 23, 2022.

8. Ms. Retzlaff is the owner of Annie's Campground. She has been in and out of custody since around May 2021 for multiple felony offenses. These charges include fleeing and eluding an officer and two counts of 2nd degree recklessly endangering safety. *See* Shawano County Case No. 21-CF-0195. Ms. Retzlaff has also been charged in another, unrelated case with two counts of disorderly conduct, one count of misdemeanor bail jumping, and one count of felony bail jumping. *See* Shawano County Case No. 22-CF-0250.

9. The charges against Ms. Retzlaff arose from a hostile encounter with law enforcement where she refused to pull over and almost struck two deputies with her vehicle. *See* Complaint, Doc. No. 3, Shawano County Case No. 21-CF-0195.

10. Ms. Retzlaff has declared herself to be a sovereign citizen.¹ *Id.* at 2.

11. At a preliminary hearing in Case No. 21-CF-0250, Ms. Retzlaff asserted on the record that this Court did not have jurisdiction over her. *See* Brian Kerhin, ‘*I am a live soul*’-*Shawano County Campground owner appears in court after arrest*, Fox 11 News (April 21, 2022), <https://fox11online.com/news/local/i-am-a-live-soul-shawano-county-campground-owner-appears-in-court-after-arrest-ann-retzlaff-annies-campground->.

12. Additionally, Ms. Retzlaff has consistently voiced her opposition to these receivership proceedings and does not believe the Court has jurisdiction over Annie’s Campground. *See* Doc No. 11 (letter objecting to petition for appointment of receiver); Doc. No. 22 (letter objecting “to all charges against me from the now defunct corporations of Shawano and Menominee Counties and the State of Wisconsin”); Doc. No. 23 (letter stating that “[t]he defacto courts decision on May 25, 2022 to assign ‘a receiver’ is a conspiracy against m[y] US and Wisconsin Constitutional Right.”); Doc. No. 36 (letter stating that “[a]s of 2019 USA/State of Wisconsin/Shawano County Inc. were all bankrupted and are defunct”); Doc No. 52 (letter stating “[n]either corporation has any jurisdiction over me, my property located at 12505 West Roosevelt Road, Gresham, Wisconsin 54128, known as Annie’s Campground, LLC”); Doc. No. 58 (letter stating she was “denied due process in jurisdictions unknown”).

¹ Members of the sovereign citizen movement “believe that they are not subject to government authority and employ various tactics in an attempt to, among other things, avoid paying taxes, extinguish debts, and derail criminal proceedings. *Gravatt v. United States*, 100 Fed. Cl. 279, 282 (2011). So-called sovereign citizens think that “[t]he federal government . . . has tricked the populace into becoming U.S. citizens by entering into ‘contracts’ embodied in such documents as birth certificates and social security cards. With these contracts, an individual unwittingly creates a fictitious entity (i.e., the U.S. citizen) that represents, but is separate from, the real person. Through these contracts, individuals also unknowingly pledge themselves and their property, through their newly created fictitious entities, as security for the national debt in exchange for the benefits of citizenship.” *Id.* at 283.

13. On August 3, 2022, Ms. Retzlaff posted bond and was released from the Shawano County Jail. *See* Shawano County Case Nos. 21-CF-0195 and 22-CF-0250.

LEGAL STANDARD

14. The Court has broad discretion to issue a temporary injunction. *Milwaukee Deputy Sheriff's Ass'n v. Milwaukee Cnty.*, 2016 WI App 56, ¶ 20, 370 Wis. 2d 644, 833 N.W.2d 154. A court may issue a temporary injunction when the following criteria are met: “(1) the movant is likely to suffer irreparable harm if a temporary injunction is not issued; (2) the movant has no other adequate remedy at law; (3) a temporary injunction is necessary to preserve the status quo; and (4) the movant has a reasonable probability of success on the merits.” *Id.* “[T]he function of a temporary injunction is to maintain the status quo.” *Shearer v. Congdon*, 25 Wis. 2d 663, 668, 131 N.W.2d 337 (1964).

15. Furthermore, Chapter 128 of the Wisconsin Statutes affords the Court broad equitable authority in a receivership proceeding. The court “shall have supervision of proceedings under this chapter and may make all necessary orders and judgments therefor.” Wis. Stat. § 128.01. Moreover, “appropriate provisional remedies may be had and final relief administered to the equal distribution of all assets recovered among the creditors of the debtor, and the court may make such orders for the payment of costs and expenses as may be just.” Wis. Stat. § 128.11. Accordingly, this Court may fashion appropriate orders and remedies when overseeing the administration of the receivership estate.

ARGUMENT

16. A temporary injunction prohibiting Ms. Retzlaff from entering Annie’s Campground’s property without permission and from otherwise interfering with operations and the sale process is warranted to protect the safety of those at the campground and prevent the

diminution of the value of the assets to the detriment of creditors. Ms. Retzlaff, a so-called sovereign citizen who has recklessly endangered the safety of others and believes she is immune from the orders of this Court, is potentially dangerous and motivated to stop the Court-approved sale of the campground. The Receiver requests this Court issue a temporary injunction to maintain the status quo pending a sale and protect the safety of everyone at the campground.

17. Ms. Retzlaff has opposed this receivership and challenged the Court's authority to appoint a receiver and authorize the sale of the campground. The actions underlying her criminal charges demonstrate she is willing to disregard commands from law enforcement and recklessly endanger the safety of others. Moreover, Ms. Retzlaff's involvement with the sovereign citizen movement increases the risk that she will cause physical harm if she is allowed on the campground without a police escort. *See Colar v. Heyns*, No. 1:12-CV-1269, 2013 WL 141138, at *3 (W.D. Mich. Jan. 11, 2013) ("The Federal Bureau of Investigation has classified 'sovereign citizens' as domestic terror threats because they are anti-government extremists.") (citing *Sovereign Citizens A Growing Domestic Threat to Law Enforcement*, FBI Law Enforcement Bulletin (September 1, 2011), <http://www.fbi.gov/stats-services/publications/law-enforcement-bulletin/september-2011/sovereign-citizens>); *Strategic Intelligence Assessment and Data on Domestic Terrorism*, Federal Bureau of Investigation and Department of Homeland Security (May 2021), https://www.dhs.gov/sites/default/files/publications/21_0514_strategic-intelligence-assessment-data-domestic-terrorism_0.pdf (40-page national security report regarding domestic terrorism listing sovereign citizen violent extremists as among the group of domestic terrorists "presenting the greatest threats of violence" in 2017). Accordingly, now that Ms. Retzlaff has been released from jail, a temporary injunction prohibiting her from entering onto Annie's Campground's

property is necessary, and the only available remedy, to ensure the safety of the Receiver's agents, potential bidders, and campers.

18. Furthermore, a temporary injunction is necessary to maintain the status quo and prevent irreparable harm during the Court-approved sale process—one of the most crucial parts of a Chapter 128 receivership.

19. Micoley is actively marketing and soliciting bids for the assets of Annie's Campground. Bids must be submitted by August 19, 2022, at 12:00 p.m., and, subject to Court approval, the sale is expected to close by or shortly after the end of the month. If Ms. Retzlaff causes a disturbance at the campground or takes any action to interfere with operations or the sale process, it would have an irreparable harm on the receivership estate and creditors, including the Bank. The Receiver is concerned that Ms. Retzlaff, who has repeatedly challenged this receivership and the Court's jurisdiction, will attempt to sabotage the sale or take other actions that will have a chilling effect on bids. The Receiver cannot undertake a second sale process without the estate incurring massive expenses. Indeed, if the Receiver cannot conduct a commercially reasonable sale process, this receivership will likely fail and creditors, including the Bank, will be substantially worse off. Accordingly, the receivership estate and Annie's Campground's creditors will suffer irreparable harm if a temporary injunction is not issued and the Receiver knows of no other adequate remedy at law.

20. Ms. Retzlaff will not be harmed by this Court issuing a temporary injunction to maintain the status quo. While she cannot enter the campground, her property rights are being protected, and any surplus funds from the estate will be returned to her. *See Wis. Stat. § 128.17(1)(h)*.

21. The Receiver believes there is a strong possibility that, without interference from Ms. Retzlaff, he will successfully close on a sale of Annie's Campground assets and will further prevail in showing the Court that Ms. Retzlaff poses a serious threat of injury to operations and the sale process.

22. For these reasons, a temporary injunction is necessary to prevent Ms. Retzlaff from obstructing operations and the sale process, as well as protect those located at the campground. The Receiver is open to allowing Ms. Retzlaff to enter the campground to collect any personal effects, but only with his permission and a police escort.

23. Given Ms. Retzlaff's recent release from jail and the pending deadline to submit bids, time is of the essence with respect to this motion.

WHEREFORE, the Receiver respectfully requests:

a. An expedited hearing on the Receiver's emergency motion for temporary injunction;

b. An order for temporary injunctive relief, pursuant to Wis. Stat. §§ 128.01 and 813.02, prohibiting Ms. Retzlaff from entering Annie's Campground's property without the Receiver's express permission and a police escort;

c. An order for temporary injunctive relief, pursuant to Wis. Stat. §§ 128.01 and 813.02, prohibiting Ms. Retzlaff from interfering with operations of Annie's Campground and the marketing and sale of its assets; and

d. For such other relief as the Court deems just and equitable.

Dated: August 5, 2022

O'NEIL, CANNON, HOLLMAN, DEJONG
& LAING S.C.

Seth E. Dizard, Receiver of Annie's
Campground

Electronically signed by Seth E. Dizard

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