

From: Melissa Wadsworth
A Cut Away

[REDACTED]

RE: Counterclaim Case# 2003SC006117
Nancy Mistele vs. Melissa Wadsworth

The following is an itemized counterclaim for the above referenced case.

- A. Rent miscalculations as per Confidential Data Sheet Lease Terms dated 9-20-01. This document is currently on file with the court. Ms. Mistele calculated original claim based upon seven remaining months of lease, multiplied by \$628 (\$4396), which was the original monthly rental fee. A note at the bottom of the document amended this amount "by \$13/mo. to \$610/mo. for 6/02 through 10/03." The difference between the two amounts is \$126.00.
- B. Security deposit withheld without notice. Ms. Mistele accepted surrender of the premises, Suite 111, 602 River Place Rd via written letter requesting return of keys dated April 9, 2003. By law, Ms. Mistele was to return the security deposit or a written notice of deductions within twenty-one days. To date, she has made no attempt to return the security deposit in the amount of \$623.00. According to WI Administrative code ATCP 134; Ms. Mistele would be subject to double damages plus court cost and attorney fees for violations of state regulations. The security deposit doubled is \$1246.00.
- C. On two separate occasions, during my tenancy, the water heater at 602 River Place Rd. broke down causing business loss for many tenants. I discounted services and cancelled others all together. I approached Ms. Mistele about filing a claim under her business insurance. She told me that my business insurance was responsible. I found this to be false. Again, I approached her for her information and she never replied. At a meeting on May 5, 2003 she admitted in front of two witnesses that she had forgotten. The water heater broke for the third and final time on April 9th when it was finally replaced. The business loss suffered by A Cut Away was \$780.00.
- D. Several clients expressed dissatisfaction with Signatures Salon. In each case, the clients told me that they wouldn't be coming back to Signatures Salon for various reasons ranging from inappropriate "artwork" to water heater breakdown and lack of professional atmosphere. When I moved my business in April 2003 to SalonZ at 5910 Monona Drive, ALL of these clients returned. The business loss from these four clients over the three-month period between January 2003 (2nd water heater breakdown) and April 2003 is documented as \$1695.00.
- E. Attorney's fees totaling \$500.00. See attached presented by Crystal Long, Esq.

\$ 126.00 = A
\$ 1246.00 = B
\$ 780.00 = C
\$ 1695.00 = D
\$ 500.00 = E

\$ 4347.00 = TOTAL