

Unauthorized Practice of Law Complaint Form

COMPLAINT # 19

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

- Fill in the fields below (use the Tab key to move between fields). You may attach additional pages and/or related documents as appropriate.
- Sign and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or fax your completed form to (608) 257-4343.
- Please keep a copy of this form for your records.

If you need assistance completing this form, please call Cathleen Dettmann at the State Bar of Wisconsin. (800) 444-9404 ext. 6045.

Complainant Name (First, Middle, Last) Elizabeth J. Nevitt Nevitt Law Office		Date of Birth 5-4-1963	
Address 325 N. Commercial St., Suite 300		City Neenah	State WI
County Winnebago		Home Phone # 920-830-8841	Work Phone # (920) 722-1200
Zip 54956			

Complaint Against (Name/Business Affiliation) Pro Se Legal Services in Appleton, WI			
Profession Sale of divorce forms			
Address Unknown		City Appleton	State WI
County Outagamie		Phone # () -	Zip 54911

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Address		City	State
County		Phone # () -	Zip
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes
 No Please explain:

- continued on next page -

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

I had a client come to me a couple of years after his divorce because his former wife was seeking maintenance. In the original divorce, the parties had used a pro se legal service in Appleton to help with the paperwork. My client was told by the workers there that, even though the parties had only been married a short time, maintenance is always left open to the parties. My client was also told that the courts always give the dependency exemptions related to a minor child to the person with the most placement, in that case, the mother. Based on this "legal advice", my client signed an agreement including these provisions. The "advice" my client got was wrong. It should never have been given by a non-lawyer in the first place. Because of my client's reliance of the advice of a non-lawyer, he was forced to respond to a motion asking for maintenance from his former wife and had to file his own motion asking that the dependency exemptions be alternated yearly. My client should not have had to incur these expenses. I feel that the pro se legal service gave the parties legal advice when they were not authorized to do so.

This is not the first time I have been told by clients about "legal advice" they received from a pro se legal service. This is just the only case I can recall specifically where the advice definitely led to unnecessary legal fees later.

2. How were you, or the person for whom you are completing this form, harmed?

My client incurred unnecessary legal fees to hire me to clean up the mess the pro se legal service created by giving erroneous legal advice without a law license.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

- continued on next page -

6. If yes, how much was paid by and to whom? *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*

I do not know how much my client and his former spouse paid the pro se legal service for the forms.

7. Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?

Yes X No

8. If yes, what type of agency? *Please attach copies of the complaint, any response, and all related documents.*

- | | |
|---|---|
| <input type="checkbox"/> District Attorney | <input type="checkbox"/> Better Business Bureau |
| <input type="checkbox"/> Attorney General | <input type="checkbox"/> Wis. Dept. of Regulation and Licensing |
| <input type="checkbox"/> U.S. Attorney | <input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection |
| <input type="checkbox"/> Law Enforcement/Police | <input type="checkbox"/> Other (please specify): |

9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

Yes X No

10. If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

Signature _____

Date _____

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158



**WISCONSIN
LAWYERS**
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Unauthorized Practice of Law Complaint Form

COMPLAINT # 20

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

- Fill in the fields below with the relevant information. You may attach additional pages and/or related documents as appropriate.
- Sign and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O. Box 712, Madison, WI 53707. Fax your completed form to (608) 261-4444.
- Please keep a copy of this form for your records.

If you need assistance completing this form, please call Kathleen DeHmann at the State Bar of Wisconsin (608) 444-9494, ext. 6046.

Complainant Name (First, Middle, Last) Daniel R. Glaeser		Date of Birth 04-10-1951	
Address 701 Marshall Street		City Manitowoc	State Zip WI 54220
County Manitowoc	Home Phone # 920-684-3159	Work Phone # 920-682-0060	

Complaint Against (Name/Business Affiliation) SEE DISCUSSION FOR ITEM 1			
Profession			
Address		City	State Zip
County	Phone #		
	() -		

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name SEE ABOVE AND DISCUSSION FOR ITEM 1			
Address		City	State Zip
County	Phone #		
	() -		
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain: Contact me.

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

See attached

2. How were you, or the person for whom you are completing this form, harmed?

My client was not harmed, because I intervened and prepared a new document (Land Contract) to use at closing

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

They did not use their document and waived their charge for the preparation of their document, as requested.

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

– continued on next page –

6. **If yes**, how much was paid by and to whom? *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*

N/A

7. Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?

Yes X No

8. **If yes**, what type of agency? *Please attach copies of the complaint, any response, and all related documents.*

- | | |
|---|---|
| <input type="checkbox"/> District Attorney | <input type="checkbox"/> Better Business Bureau |
| <input type="checkbox"/> Attorney General | <input type="checkbox"/> Wis. Dept. of Regulation and Licensing |
| <input type="checkbox"/> U.S. Attorney | <input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection |
| <input type="checkbox"/> Law Enforcement/Police | <input type="checkbox"/> Other (please specify): |

9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

Yes X No

10. **If yes**, please state in what court, the names of the parties, any case or court number, and the action's current status. *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

Daniel R. Glaser

12-1-2005

Signature

Date

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

In the October, 2005 issue of Wisconsin Lawyer, the Wisconsin Bar Association requested attorneys to submit input on examples of unauthorized practice of law which they have observed, and which were detrimental to clients.

Enclosed is an incident I recently observed involving the drafting of legal documents by apparently unlicensed persons in an unnamed Sheboygan Title Insurance Agency. The purpose of this Complaint is not to complain specifically about this company (whom I have not named), but rather to describe the incident. My client has given me permission to inform you of this incident, but wishes to remain anonymous.

My client was the purchaser in a real estate transaction in Manitowoc County. His sales agreement provided: "Buyer to pay attorney fee to draft land contract." A title company in Sheboygan, representing seller, then drafted a proposed Land Contract. They placed a fee on the closing statement payable to their own title company for \$35.00. There was no discussion of multiple representation, or the terms of the documents. In my opinion, the document was very poorly drafted and very one sided against the interest of buyer and in favor of the interest of seller.

The Land Contract deficiencies include the following:

1. It was an old and quite obsolete 23 year old standard form, when a more current (2003) state bar standard form is available.
2. It failed to accurately name the seller.
3. It provided that after recording, the original document was to go to the wrong party.
4. It had an added poorly drafted provision regarding partial insurance losses, which would have been covered by a more current form.
5. In my opinion, it provided for an excessively high penalty interest rate, (10%), when there were no terms in the sales agreement nor any discussions regarding the same.
6. It provided for escrow of insurance and taxes, when the same was not in the sales agreement nor wanted by the parties.
7. It had opposite and conflicting terms regarding prepayment on principal, i.e. it both allowed it and forbid it. This was an important detail to buyer.
8. It had language regarding returning the Abstract of Title, when none was used and this title company issued the title insurance.
9. It provided for a Warranty Deed on full payment, with numerous exceptions to warranty that did not apply.
10. It provided for grossly short default periods of 5 and 15 days. In my opinion, the default provision should have been 60 days, given that \$36,500.00 was paid down on a \$97,000.00 purchase price and the payments were amortized over an 8 year period. The sales agreement did not provide for the term nor was there discussion regarding the same.
11. The location and manner of making payments were not in agreement with the agreement of the parties.

12. The name of the drafter of the document was fraudulently stated as the Seller; instead of the title company, who verbally admitted to me to drafting it, who included a payment to itself on the closing statement, and who represented the other party.

My client was not damaged, except for some additional time spent on my part, because I drafted a new Land Contract with fair and accurate terms and which the parties agreed to and used on closing. The title company waived its fee for the Land Contract, which they drafted.

In sum, a person/organization, in a related field (title insurance), drafted a document for a buyer, at buyer's expense, in spite of a conflict of interest, without discussion or waiver of the conflict of interest, in a very one sided manner against their client, with numerous inaccuracies, and inappropriate terms and provisions, and although they were to be paid for the same they fraudulently stated that the document was drafted by the seller.

The document in this transaction should have been drafted by someone competent to draft the same, and who did not represent opposing interests. This is an example of an unlicensed organization handling something in a manner much less ethically or competently than it would have been handled by a competent licensed professional.

RENARD LAW OFFICE, LLC

Attorney Linda R. Renard
6749 Glacier Drive, West Bend, WI 53090
Telephone: 262-629-5937 Fax: 262-629-5938

December 7, 2005

State Bar of Wisconsin
Attn: UPL Policy Committee
P.O. Box 7158
Madison, WI 53707-7158

RE: UPL Incidents

Dear UPL Policy Committee :

I am a self-employed attorney in private practice in Washington County, Wisconsin. My practice emphasizes elder law, estate planning and probate administration. I am writing this letter in lieu of completing a UPL Form and wish to delineate incidents wherein I have personally seen or experienced what I believe to be examples of the unauthorized practice of law.

I frequently hear from clients, or, in dealing with banks that have financial "advisors" on staff, I hear or deal directly with the advisors or bank personnel, that bankers or financial advisors and planners advise people about issues that I believe is legal advice or matters which should be discussed with an attorney. These matters include estate planning issues, why people should have Revocable Living Trusts and why they should avoid probate "at all costs" (without understanding probate or the costs involved), when people need Domiciliary Letters, telling people that bank accounts after death will be "frozen", and so forth. Frequently I see financial "advisors" employed by financial institutions recommending elderly clients purchase annuity policies when clearly they are not beneficial and where clients fail to understand how the annuities work. These financial advisors and planners receive a healthy commission and annual renewal commissions on these policies. While this may or may not be UPL, this should be investigated. I believe banking personnel should receive a "primer" on estate planning and probate topics with enough information to make them understand that they should not be advising clients and should instead be referring them to speak with an attorney.

In addition, about two years ago, I was asked to assist a financial and tax planner with an informational seminar about estate and elder law planning and who was incorrectly advising Wisconsin residents about the Medical Assistance (MA) rules. I would prefer not to provide his name or the firm in writing. The power point presentation he provided was put together by a nationally based firm and the rules given were not unique to Wisconsin, but he asked me not to present my information about MA since "his talk was going to be discussing this and he didn't want any confusion to arise." I tactfully advised him after his presentation that I was disturbed because the information was not correct as to Wisconsin. He continued to present the information anyway.

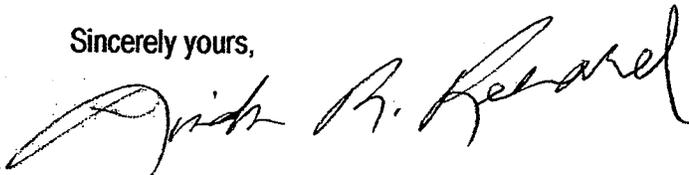
Letter to State Bar of Wisconsin
UPL Policy Committee
December 7, 2005
Page Two of Two

I have had personal encounters with Aurora Health Care recently that have been troubling as well. For example, within the past three months, I had drafted a Durable Health Care Power of Attorney for an elderly client who took it in to her primary physician located in Slinger, Wisconsin, as recommended. Her doctor handed her an Aurora form, and told her she should fill the new one out and "get rid of" the old one. She was highly offended at his actions and called me for advice on whether the document I had drafted was valid. I am sending a letter reporting the physician to Aurora's legal counsel. I am aware that Aurora has their own DHCPOA form, which is about 9 pages in length, and many clients, including this particular client, told me they had difficulty in understanding it. In addition, I was asked to be part of an informational estate planning, probate and elder law seminar with an Aurora-trained staff parish nurse and was required to submit my written outline to Aurora prior to the seminar at my church. The staff parish and Aurora-trained nurse had hoped to present these seminars to other churches, sponsored by her part-time employer, Aurora Health Care. Allison Keenan of Aurora reviewed my outline, and called me to advise that I was not "authorized" to provide any discussion about the Durable Health Care Power of Attorney document at an Aurora-based informational seminar because I had not been "trained by Aurora." Ms. Keenan asked me to delete this item of my outline and not address it at all. I asked Ms. Keenan where and when she had obtained her license to practice law, and she advised she was not an attorney. I found her tone and request offensive, quite frankly, and asked her if she understood when and why an attorney might become involved with such a document. She indicated her fear that I would not advise the public that they do not need an attorney's assistance when completing this form, even though I was clear in indicating I always do so. The Aurora-trained and staff parish nurse and I are friends, and we discussed this and worked this issue out in the course of presenting the seminar. However, I found Aurora's tenor abrasive and uncompromising.

I believe these instances of potential unauthorized practice of law are occurring more frequently than we are aware and I commend the Committee for inquiring into these and other incidents. While I do not wish to implicate or blame any particular person in this letter, I do believe inquiries should be made and abuses addressed. This is especially important during a time when so many people, especially the elderly, are suspect and wary of attorneys, and are therefore prone to further abuse.

Thank you for your thoughtful consideration.

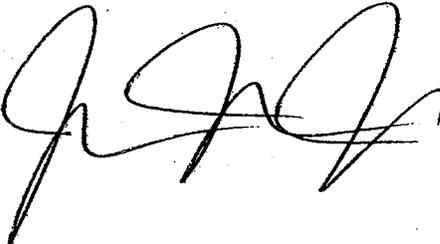
Sincerely yours,



Renard Law Office, LLC
Attorney Linda R. Renard
LRR/lrr

Memo

To: State Bar of Wisconsin
From: Atty. Joseph F. Madrigano Jr.
Date: November 22, 2005
Re: Unauthorized Practice of Law



You want to know what is going on:

Example 1: I have a client in the retail business with numerous locations. He came in today to discuss the sale of 10 of his locations. When I asked who owned the locations he gave me the names of 10 different LLCs/Corporations. I asked him who owned them and he said his bookkeeper can tell me because his bookkeeper set them up. He uses an outside "bookkeeping" service that is run by someone who is not a CPA. This bookkeeper set up the entities, files the annual reports and receives a fee for these services. There are no operating agreements, bylaws or minutes for any of the entities. In fact, there is no evidence of ownership except the K-1 that issues at the end of the year.

Example 2: Title companies I deal with routinely provide documents to customers to do Section 1031 exchanges and build the fee for these faulty documents into their "closing service". Title companies draft deeds without regard to the needs of the client and receive a fee.

I have experienced these issues first hand.

Knuteson, Powers & Quinn, S.C.

- a limited liability organization -

Attorneys at Law

John W. Knuteson, J.D., C.P.A.
Bernard J. Powers, J.D., C.P.A.

500 College Avenue
Racine, WI 53403-1058

Telephone: 262-619-9000
Facsimile: 262-619-9970

E-mail: kpw@kpwlaw.com

Of Counsel:
Michael J. Piontek, LLC
Leander R. Valent, S.C.
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Paralegal:
Susan E. Goldsworthy

John V. Casanova, LLC
Jon M. Schoeffel, S.C.
Mark R. Hinkston, J.D.
Eric J. Markusen, J.D.

November 28, 2005

UPL Policy Committee
State Bar of Wisconsin
P.O. Box 7158
Madison, WI 53707-7158

Re: UPL Example

Dear Sir or Madam:

I want to report an example of unauthorized practice of law by an unlicensed person which I witnessed first hand. I cannot disclose the person's name because it was learned about in a matter for a client who has not authorized release of this information. However, it is clearly a good example of harm to the public caused by a title company engaging in legal work. See the enclosed description of the matter which involved a defective drafted easement.

I hope this example is beneficial.

Very truly yours,

KNUTESON, POWERS & QUINN, S.C.

BY: *Bernard Powers*

Bernard J. Powers

BJP/jln

COMPLAINT # 23

TITLE COMPANY DRAFT OF DEFECTIVE EASEMENT OMITTING "RUN WITH THE LAND" PROVISION

The client owned a track of land and was selling off only a part. He retained part of the property for himself ("Retained Parcel"). He intended to keep an easement over the property being sold to the buyer for the benefit of his Retained Parcel. The easement would allow the seller access to the Retained Parcel over the parcel sold. The title company offered for a fee to draft the deed to accomplish this transaction.

The title company addressed the seller's objective of reserving an easement over the sold parcel. The error was made in how the easement was drafted in the deed. The title company omitted language which would make the easement "run with the land" and benefit future owners of the Retained Parcel. In other words, the seller himself had the benefit of access over the easement strip. However, the drafting error prevented the seller from being able to convey the easement to a future owner of the Retained Parcel. The client's Retained Parcel is less valuable without the benefit of the retained easement being assignable to a future buyer. The title company is refusing to accept responsibility for this error.

I pointed out to my client that his name was shown as the drafter of the deed. He claims that he had no involvement whatsoever in the drafting. Instead, the title company drafted the deed. The title company does not have an attorney on staff. The invoice for this service was issued by the title company. My client believes the title company did not disclose its employee's name as the drafter on the deed so that it could dodge liability in the event of an error. Inserting the wrong name of the drafter of the deed would seem a separate UPL violation.



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STATE BAR of
WISCONSIN* EXPERT ADVISERS.
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Unauthorized Practice of Law Complaint Form

COMPLAINT # 24

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

- Write legibly in ink, or type. You may attach additional pages and/or related documents as appropriate.
- Sign and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or fax your completed form to (608) 257-4343.
- Please keep a copy of this form for your records.

If you need assistance completing this form, please call Cathleen Deitmann at the State Bar of Wisconsin, (800) 444-9404, ext. 6045.

Complainant Name (First, Middle, Last)		Date of Birth	
Michael Eugene Whitaker		06-26-1969	
Address			
5152 North 51st St.		City	State Zip
Milwaukee		WI	53218
County		Home Phone #	Work Phone #
Milwaukee		(414) 461-2401	(414) 737-0624

Complaint Against (Name/Business Affiliation)			
A Divorce fast Incorporated			
Profession			
Address			
City		State	Zip
County		Phone #	
		(414) 357-6644	

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Self			
Address			
City		State	Zip
County		Phone #	
		()	
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain: _____

- continued on next page -

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. Attach copies of any related documents.

Company stated divorce would take place within 4-6 weeks it would be finished. They said we should receive a letter in the mail stating our divorce was finished and we didn't have to go to court only to take the papers in and pay \$178.00.

2. How were you, or the person for whom you are completing this form, harmed?

Deceived, because we do have to go to court and our divorce will not be finished in 4-6 weeks like they promised.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

They said Wisconsin must have changed their laws without their knowledge. Because we shouldn't have to go to court the papers are done.

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

Charged us \$550.00
+ 178.00 file

\$728.50

- continued on next page -

11/23/2005 14:22 FAX 414 353 3001 N-D CAPTION - MEDICAL 0000/000

6. If yes, how much was paid by and to whom? *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*

\$300⁰⁰ by me \$250⁰⁰ by my wife
and \$178⁵⁰ filing fee by my wife.

7. Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?

Yes No

8. If yes, what type of agency? *Please attach copies of the complaint, any response, and all related documents.*

<input type="checkbox"/> District Attorney	<input type="checkbox"/> Better Business Bureau
<input type="checkbox"/> Attorney General	<input type="checkbox"/> Wis. Dept. of Regulation and Licensing
<input type="checkbox"/> U.S. Attorney	<input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection
<input type="checkbox"/> Law Enforcement/Police	<input type="checkbox"/> Other (please specify): _____

9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

Yes No

10. If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

Michael E. Whitaker
Signature

1/23/05
Date

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

MAKI, LEDIN, BICK & OLSON, S.C.

FORREST O. MAKI
STEVEN J. LEDIN
STEPHEN R. BICK*
STEPHEN J. OLSON*
KARRY A. JOHNSON

ATTORNEYS AT LAW
1109 TOWER AVENUE
SUPERIOR, WISCONSIN 54880

*Also admitted in Minnesota

IN MEMORIAM:
MICHAEL F. DURST (1949 - 2003)

November 3, 2005

COMPLAINT # 25

UPL Policy Committee
State Bar of Wisconsin
P.O. Box 7158
Madison, WI 53707-7158

RE: UPL Complaint

Dear Committee Members:

I am enclosing an Unauthorized Practice of Law Complaint Form with documentation attached. In a nutshell, title insurance companies are drafting deeds and related real estate documents contrary to §757.30, Wis. Stats. and State ex rel. Reynolds v. Dinger, 14 Wis.2d 193, 109 N.W.2d 685. Though we are not privy to all of their closing statements, those which we have seen often show fees charged by the title company for document preparation which undoubtedly would include deeds and related real estate documents such as curative affidavits and the like.

I find the issue of UPL very important, and I was disappointed when the Supreme Court refused to further define the unauthorized practice of law in its February 28, 2005 Order. I resigned from the local District 11 OLR committee based on that Supreme Court order and a copy of my letter to clerk of the Supreme Court dated April 6, 2005 is enclosed.

The implicit permitting of the unauthorized practice of law by inaction is occurring at the same time that pro se representation is not only being permitted, but is actively being promoted and encouraged by the legal system (see, for example page 7 of October 2005 Wisconsin Lawyer whereby the Dane County Bar Association "is developing a series of pro se divorce videos to assist pro se litigants in navigating the divorce process," and is apparently proud of it). I personally feel these steps by the legal system are contrary to the stated legislative intent of the Wisconsin statute pertaining to marriage, §765.001(2). This spoon-feeding of instructions and forms to pro se divorce litigants makes it easier, and presumably of less significance, to get a divorce in Wisconsin than the paperwork and screening required to adopt a dog or cat at a local animal shelter.

I apologize for going on, but I really cannot understand the hesitancy to define and enforce the unauthorized practice of law. The statutory definition of the unauthorized practice in §757.30 is certainly no more vague than the practice of medicine under §448.01(9), CPA accountancy under 442.02, etc., etc. All that is really required is for the Court to adopt an exemplary listing of the types

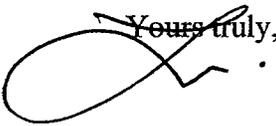
November 3, 2005

Page 2

of activities (including the drafting of deeds and related real estate documents) that constitute the practice of law. I would think that with the hundreds of pages of rules and orders already adopted regulating lawyers in the practice of law (Rules of Professional Responsibility, OLR, etc.) in both their personal and professional lives, the Court could promptly and quite easily say what the definition of the practice of law is, and detail that which is solely within the province of lawyers.

The current survey and reporting of UPL seems to be requiring proof that the unauthorized practice of law is detrimental to the public. That issue has already been decided long ago by the legislature by the laws on the books (including §757.30) as well as by the Supreme Court itself in the Code of Professional Responsibility requiring lawyers to report the unauthorized practice of law.

Thank you for your attention to this and if there is anything further I might provide, please let me know.


Yours truly,

Forrest O. Maki

FOM/bjs

Enc.

email: fmaki@makidurst.com

H:\FMAK\LETTERS\UPL.WPD



**WISCONSIN
LAWYERS**
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Unauthorized Practice of Law Complaint Form

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:
 1. This form is to be filled out by you or another individual who has had contact with the unauthorized practitioner.
 2. Sign and mail the original form to the U.P.L. Panel Committee, State Bar of Wisconsin, P.O. Box 788, Wausau, WI 54980. This form is to be completed and mailed to 608/257-1543.
 3. Please keep a copy of this form for your records.
 4. If you need assistance completing this form, please call Candace DeHann at the State Bar of Wisconsin (800) 442-9400, ext. 603.

Complainant Name (First, Middle, Last) Forrest O. Maki (Atty. Lic. #1014845)		Date of Birth	
Address 1109 Tower Avenue	City Superior	State WI	Zip 54880
County Douglas	Home Phone # (715) 399-2733	Work Phone # (715) 394-4471	

Complaint Against (Name/Business Affiliation)			
Profession General - title insurance companies doing business in Douglas County WI			
Address	City	State	Zip
County	Phone # ()		

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Address	City	State	Zip
County	Phone # ()		
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain: _____

- continued on next page -

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

See attached newspaper article Oct. 14, 2004 (Daily Telegram-Superior, WI)

local title company advertising "Preparation of Legal Documents."

See summary of deed recordings identifying drafter (number of title insurance companies-significant percentage).

See letter to local title companies from Sept. 2004 from Douglas County Bar Association.

2. How were you, or the person for whom you are completing this form, harmed?

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

No response to letter to title companies given above.

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

- continued on next page -

6. If yes, how much was paid by and to whom? *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*

Believe title insurance companies are charging fees in closing statements
for preparation of deeds and related real estate documents.

7. Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?

Yes No

8. If yes, what type of agency? *Please attach copies of the complaint, any response, and all related documents.*

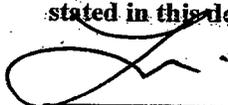
<input type="checkbox"/> District Attorney	<input type="checkbox"/> Better Business Bureau
<input type="checkbox"/> Attorney General	<input type="checkbox"/> Wis. Dept. of Regulation and Licensing
<input type="checkbox"/> U.S. Attorney	<input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection
<input type="checkbox"/> Law Enforcement/Police	<input type="checkbox"/> Other (please specify): _____

9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

Yes No

10. If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.


Signature

11/3/05
Date

Mail this completed form by **December 31, 2005** to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

MAKI, LEDIN, BICK & OLSON, S.C.

FORREST O. MAKI
STEVEN J. LEDIN
STEPHEN R. BICK*
STEPHEN J. OLSON*
KARRY A. JOHNSON

ATTORNEYS AT LAW

1109 TOWER AVENUE
SUPERIOR, WISCONSIN 54880

COPY

TELEPHONE
(715) 394-4471

FAX
(715) 394-3889

*Also admitted in Minnesota

IN MEMORIAM:

MICHAEL F. DURST (1949 - 2003)

April 6, 2005

Ms. Cornelia G. Clark
Clerk of Supreme Court
Supreme Court of Wisconsin
110 East Main Street, Room 215
P.O. Box 1688
Madison, WI 53701

RE: Resignation - District 11 OLR Committee

Dear Ms. Clark:

Please take this letter as my resignation from the District 11 OLR Committee. A meeting of the committee is scheduled in Hayward on April 20, at which time I am to present a report on a pending investigation. With that, if there is no objection, please make my resignation effective as of April 21, 2005.

The reason for my resignation is the Order of the Supreme Court dated and filed February 28, 2005 pertaining to the issue of unauthorized practice of law. If the judiciary is not interested in defining and clarifying the practice of law or unauthorized practice of law for the protection of the public and as ethical guidance for attorneys, I am therefore equally disinterested in volunteering my time and energy in investigating alleged violations of the Rules of Professional Conduct, which rules include duties with respect to the unauthorized practice of law (SCR20:5.5).

The issue of unauthorized practice should be of particularly concern and urgency when at a time, by way of example, non-attorneys, title insurance companies and other lay persons are drafting deeds and related real estate documents for compensation, and when the Court system itself is providing forms and instructions to pro se divorce litigants notwithstanding the professed legislative intent of Wisconsin law "to promote the stability and best interests of marriage and the family," §765.001(2), Wis. Stats. These traditional legal services are being performed (and implicitly authorized by inaction) for compensation by non-lawyer persons and entities who do not have the educational requirements (basic and continuing), licensing requirements, or ethical duties nor subject to the same regulation, discipline, dues and fees as attorneys licensed in the State of Wisconsin.

April 6, 2005

Page 2

I apologize for digressing from the subject of my resignation. By copy of this letter to Attorney John C. Grindell, Chairman of the District 11 Committee and Keith L. Sellen, Director of OLR, I am providing with the same.

Yours truly,

Forrest O. Maki

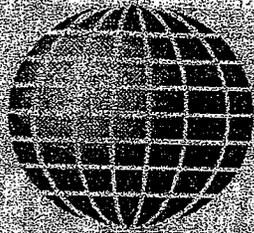
FOM/bjs

email: fmaki@makidurst.com

cc: Mr. John C. Grindell, Chairman
Office of Lawyer Regulation
District 11 Committee
P.O. Box 585
Frederic, WI 54837-0585

Mr. Keith L. Sellen, Director
Office of Lawyer Regulation
110 E. Main Street, Suite 315
Madison, WI 53703-3396

H:\FMAKI\10771\CLARK.LTR



BOUNDARY TITLE Co.

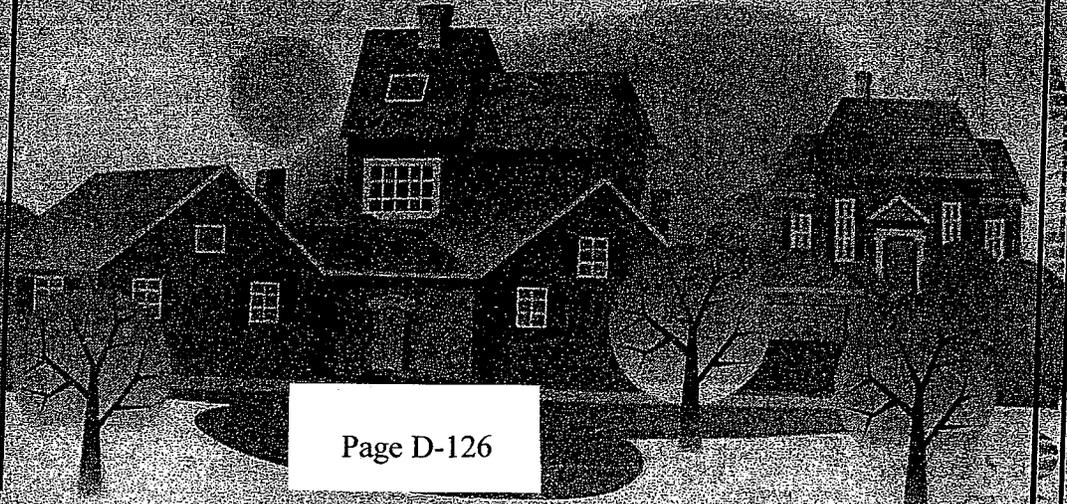
A STEWARD TITLE AGENCY
1225 TOWER AVENUE, SUITE 101 • SUPERIOR, WI 54880
715-395-7995 phone • 715-395-7999 fax
CLOSING SERVICES • TITLE INSURANCE • ESCROW AGENT

BOUNDARY TITLE Co.
IS PROUD TO
ANNOUNCE THE NEW
ADDITIONS
TO OUR STAFF



Wendy S. Hurst & Lorie M. Hughes

- Locally owned & operated
- Professional, reliable, accommodating staff
- New spacious office, providing large comfortable reception area and conference room
- Extended hours of operation for convenience
- Mobile closings and evening closings
- Fast, accurate title searches and title commitments
- Plat drawings
- Preparation of legal documents
- Re-issue credits and discounts available
- Conveniently located
- 1031-like Kind Exchange intermediary services available
- Providing full title services in all aspects of Wisconsin real estate transactions
- Licensed in Minnesota



Douglas County Bar Association

September 17, 2004

First American Title Insurance Company
332 West Superior Street
Duluth, MN 55802

RE: Drafting of Deeds and Related Real Estate Documents

Dear Title Agency:

Based on a review of recorded documents, it has come to the attention of the Douglas County Bar Association that a significant number of deeds and related legal real estate documents are being drafted by title insurance companies and other persons or entities not authorized to draft such documents without being licensed to practice law in the State of Wisconsin. If your agency is drafting deeds and related real estate documents, the Douglas County Bar Association hereby requests and suggests that any such unauthorized practice of law, or assistance in the unauthorized practice of law, cease.

For your information, the drafting of deeds and other related legal real estate documents constitutes the practice of law in the State of Wisconsin, whether performed with or without a fee charged, under §757.30, Wis. Stats., and, for example, the case of State ex rel. Reynolds v. Dinger, 14 Wis.2d 193, 200 109 N.W.2d 685, 689.

Further, certain recorded deeds designate the drafter as an in-house employee lawyer for a title insurance company. Under such transactions, to the extent that the title insurance company is closing the transaction and charging fees and/or performing services with respect to both the buyer and seller, any in-house/employee lawyer would be obligated under Wisconsin Supreme Court Rule 20:1.7 to obtain prior written informed consent to such dual representation from both the buyer and seller in the transaction.

Also, under RESPA, inappropriate charging and/or incomplete disclosure of fees charged, whether to buyer or seller, for legal document preparation may be inappropriate. Members of the Douglas County Bar Association have been receiving an increasing number of client complaints with respect to various nondescript, unauthorized and/or excessive fees charged as evidenced by title company closing statements. Also, there should be an awareness of potential conflict of interest and risk, whereby a title company would prepare a deed or other legal real estate document, later turning out to be incorrect, but such incorrectness would not be shown in the title insurance policy subsequently prepared by the very same title company.

Should you have any questions or comment, or if you should have specific legal authority for the drafting of legal real estate documents, please forward to me in writing, and they will be discussed for consideration at the next scheduled Bar Association meeting.

Thank you for your attention to this, and your anticipated cooperation for the protection of the public is appreciated.

Yours truly,



Kelly J. Thimm, President

cc: Unauthorized Practice of Law Committee
c/o State Bar of Wisconsin
5302 Eastpark Boulevard
P.O. Box 7158
Madison, WI 53707-7158

Member of Douglas County Bar Association



Unauthorized Practice of Law Complaint Form

COMPLAINT # 26

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:
Fill in the fields here to use the form to resolve your case(s). You may attach additional photos and related documents as appropriate.
Send and mail the original form to the U.P.L. Policy Committee, State Bar of Wisconsin, P.O. Box 7000, Madison, WI 53707-7000. Fax your completed form to (608) 231-2417.
Please keep a copy of this form for your records.
If you need assistance completing this form, please call Catherine O'Sullivan at the State Bar of Wisconsin, (800) 441-2401, ext. 6095.

Complainant Name (First, Middle, Last) Patricia D. Jursik		Date of Birth 9/13/1947	
Address 4600 S. Packard Avenue		City Cudahy	State Zip WI 53110
County Milwaukee	Home Phone # () -	Work Phone # 414-744-7960	

Complaint Against (Name/Business Affiliation) Bank			
Financial Adviser at bank			
Address		City	State Zip
County	Phone # () -		

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Address		City	State Zip
County	Phone # () -		
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

X Yes No

- continued on next page -

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

Client came to my office. Client as an agent under a financial power of attorney had been advised by financial planner at bank to divest funds so that principal could become eligible for Title 19 sooner than if divestment were not made. After the divestments were made, agent came into my office to obtain legal advice regarding the divestments since he was insecure about the propriety of what had been done. In reviewing the Financial Power of Attorney (not prepared by my office), the power of attorney did not give the agent authority to do gifting and therefore, the divestments were clearly not appropriate

2. How were you, or the person for whom you are completing this form, harmed?

The principal had money taken from him for purposes not planned or provided for.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

X Yes No

4. If yes, what was the person's response?

I took the matter to the local bank officer who supervises the financial adviser.

5. To your knowledge, has anyone paid for the services about which you are complaining?

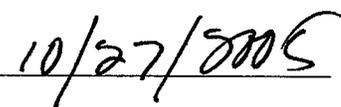
Yes No X Don't know

- continued on next page -

6. **If yes, how much was paid by and to whom?** *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*
7. **Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?**
 Yes No
8. **If yes, what type of agency?** *Please attach copies of the complaint, any response, and all related documents.*
- | | |
|---|---|
| <input type="checkbox"/> District Attorney | <input type="checkbox"/> Better Business Bureau |
| <input type="checkbox"/> Attorney General | <input type="checkbox"/> Wis. Dept. of Regulation and Licensing |
| <input type="checkbox"/> U.S. Attorney | <input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection |
| <input type="checkbox"/> Law Enforcement/Police | <input type="checkbox"/> Other (please specify): |
9. **To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?**
 Yes No
10. **If yes, please state in what court, the names of the parties, any case or court number, and the action's current status.** *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.


 Signature


 Date

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

AVERBECK & HAMMER, S.C.

ATTORNEYS AT LAW

104 SOUTH MAIN STREET, SUITE 611

P.O. Box 1577

FOND DU LAC, WISCONSIN 54936-1577

TELEPHONE: (920) 923-2220

E-MAIL: rhammer@averbeckhammer.com

CHARLES W. AVERBECK*

RONALD P. HAMMER

MICHAEL S. GIBBS

*Board-Certified Civil Trial Advocate

National Board of Trial Advocacy

November 7, 2005

State Bar of Wisconsin
Unauthorized Practice of Law
Policy Committee
P.O. Box 7158
Madison, WI 53707

Ladies and Gentlemen:

In response to your request for information regarding the unauthorized practice of law, I have, by separate cover, filed on behalf of one of my clients a complaint against a real estate broker who attempted to draft documents conveying and financing encumbered real estate. That complaint is filed with the specific permission of my client.

In the course of my practice, I have encountered a number of situations where non-lawyers have prepared real estate and estate planning documents that have been defective or inadequate for the client's use. In some instances, I no longer recall the name of the specific client and in other instances I was able to rectify the problem by drafting new documents. In either event, I have not obtained client permission to disclose confidential information, and, therefore, cannot complete the complaint form.

Nevertheless, in conversation with Kathleen Dettman, I understand that your committee would still be interested in information regarding the kinds of instances that I have observed. The most common instance that I have encountered is the drafting of recordable real estate documents such as deeds, mortgages, and land contracts by non-lawyers such as real estate brokers. I am not including in this the many instances in which the property owner drafts the documents affecting their real estate, since they are acting on their own behalf and therefore not in my opinion "practicing law." I am also not including in this category the very common practice of the preparation of such documents by the employees of title insurance companies because many of those companies are owned by attorneys who, therefore, are theoretically supervising their staff's work. And, by and large, my experience has been that such documents are done well.

F:/documents/Ron/Ltr to Unauthorized Practice of Law

The other area of substantial danger to the public is in estate planning documentation. I have not encountered any wills prepared by non-lawyers, other than those prepared by the testator. However, the drafting of trusts has been a much different story. I have encountered a number of trusts that have been prepared at some "trust mill," usually out of state. These packages are generally sold at either "free seminars" or by various financial advisors. In the most common arrangement that I have observed, the financial advisor, such as an investment broker, insurance salesman, or tax preparer, encourages their client to purchase a family trust package. The trust itself may be printed at some remote location with the nominal involvement of an attorney in some other state. The actual advice to the client, however, is generally only from the financial advisor, who gathers all of the information, supplies the data to the draftsman, and then presents the document in its final form to the client.

Many times the client will pay a package price greater than they would pay to a licensed attorney, however, they have been misled into believing that they are saving attorneys' fees and that their own attorney would not provide them with a similar service because the attorney will prefer that their estate be administered through a probate proceeding where the attorney will presumably make more money. The documents themselves are generic in nature and often not appropriate for the client's needs. For example, a trust requiring a division of the estate at the death of the first spouse in order to maximize the federal estate tax exemptions for a couple whose combined assets are less than the exemption available for a single individual, or a trust with such tax planning features that also contains a right of amendment or revocation in the surviving spouse, thereby canceling the intended tax benefit.

I sincerely hope that your committee is successful in obtaining a workable definition of the practice law from the Supreme Court so that some of these abuses can be curtailed. If you have any questions, or if I may be of further assistance, please advise.

Very truly yours,

AVERBECK & HAMMER, S.C.



Ronald P. Hammer

RPH/ao



Unauthorized Practice of Law Complaint Form

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

- Fill in the fields below (use the Tab key to move between fields). You may attach additional page and/or related documents as appropriate.
- Sign and mail the original form to the UPE Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or fax your completed form to (608) 257-4323.
- Please keep a copy of this form for your records.

If you need assistance completing this form, please call Cathleen Deimann at the State Bar of Wisconsin, (800) 444-9404, ext. 6045.

Complainant Name (First, Middle, Last)			Date of Birth		
National Exchange Bank & Trust					
Address		City	State	Zip	
130 S. Main Street		Fond du Lac	WI	54935	
County	Home Phone #	Work Phone #			
Fond du Lac	(920) 921-7700	() -			

Complaint Against (Name/Business Affiliation)					
Jim Atkinson					
Profession					
Real Estate Broker					
Address		City	State	Zip	
P.O. Box 738		Portage	WI	53901	
County	Phone #				
Columbia	(608) 742-2848				

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name					
Ronald P. Hammer					
Address		City	State	Zip	
104 S. Main St., Ste. 611, Fond du Lac		Fond du Lac	WI	54935	
County	Phone #				
Fond du Lac	(920) 923-2220				
Relationship to Complainant?					
Attorney					

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain:

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.* Mr. Atkinson drafted a land contract and mortgage copies of which are attached.

2. How were you, or the person for whom you are completing this form, harmed? The National Exchange Bank & Trust holds a mortgage on the real estate affected. The bank had specifically refused to permit a transfer of the property to Corey L. Marionneaux because of his poor credit history. *
3. Have you or another person spoken to the person about whom you are complaining regarding the incident?
 Yes No

4. If yes, what was the person's response?

5. To your knowledge, has anyone paid for the services about which you are complaining?
 Yes No Don't know

- continued on next page -

* Despite this, Mr. Atkinson arranged for a purported land contract sale of the property to Mr. Marionneaux and a mortgage to himself to secure the sum of \$8,196, presumably the unpaid balance of brokerage commissions. This was done at a time when the mortgage was in default and the bank was commencing a foreclosure lawsuit of which Thomas and Mary Lou Baron and presumably their agent, Mr. Atkinson, were aware. The recording of these documents days before the filing of the lis pendens required the bank to amend its complaint and serve all parties with the amended complaint. This resulted in additional costs to the bank and delay in the foreclosure.

In addition to the adverse impact upon the bank, the parties to the transaction have also been misserved. The land contract identifies Thomas S. Baron and Mary Lou Baron as the vendors. The actual title to the real estate is in the name of Pondview of Pardeeville, LLC. Therefore, the interest in real estate to which Mr. Marionneaux would have been entitled, has been lost by the failure to identify the correct vendor. The mortgage incorrectly identifies Atkinson Real Estate as the mortgagor and Mr. and Mrs. Baron as the mortgagee, again ignoring the limited liability company which holds title to the real estate and ignoring the "rights" of Mr. Marionneaux under the land contract.

6. **If yes, how much was paid by and to whom? Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.**

7. **Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?**

Yes No

8. **If yes, what type of agency? Please attach copies of the complaint, any response, and all related documents.**

- | | |
|---|---|
| <input type="checkbox"/> District Attorney | <input type="checkbox"/> Better Business Bureau |
| <input type="checkbox"/> Attorney General | <input type="checkbox"/> Wis. Dept. of Regulation and Licensing |
| <input type="checkbox"/> U.S. Attorney | <input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection |
| <input type="checkbox"/> Law Enforcement/Police | <input type="checkbox"/> Other (please specify): |

9. **To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?**

Yes No

10. **If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. Please attach copies of all related documents and pleadings.**

National Exchange Bank v. Pondview of Pardeeville, LLC, et al.
Columbia County Case No. 05-CV-412

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

Ronald S. Hammer 11-7-05
Signature Date

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

17/4



State Bar of Wisconsin Form 11 - 2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

DOC # 736735
REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
10/04/2005 01:40:01PM
PAGES: 4

LISA WALKER
REGISTER OF DEEDS

REC FEE: 17.00
NEW TRANS FFF: 689.70
Exempt #:

CONTRACT, by and between Thomas S. Baron, Mary Lou Baron ("Vendor," whether one or more),
and Corey L. Marionneau, ("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests "Property", in COLUMBIA County, State of Wisconsin:
Lot 7 Pondview of Pardueville, Columbia County Wisconsin Subdivision #687720 #717699

Recording Area

Name and Return Address
Atkinson Real Estate Inc.
P.O. Box 738
Portage, Wis. 53901-0738

11171-472.01

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at P.O. Box 428 Pardueville, Wis. 53954-0428
the sum of \$ 229,900.00 in the following manner:

(a) \$ 7,000.00 at the execution of this Contract; and

(b) the balance of \$ 222,900.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 4.3 % per annum until paid in full as follows:

Vendee shall make \$1,100.00 Principal & interest payment and \$175.00 tax escrow for a total payment of \$1,275.00. A 1 year extension will be granted only if unable to get financing and turned down in writing by 2 lenders. Vendee will pay \$7,000.00 downpayment with \$1,000.00 credit from Vendor at closing. On or before Oct. 9, 2005 Vendee will pay another \$3,000.00 down with a \$1,000.00 credit from Vendor.

provided the entire outstanding balance shall be paid in full on or before August 8, 2006 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after _____.
- C. There may be no repayment of principal without written permission of Vendor.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

A. Purchaser agrees to pay the cost of future title evidence.

B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on August 9, 2005

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 30 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 10.000 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

Dated August 9, 2005

VENDOR:

Thomas S. Baron
* Thomas S. Baron
Mary Lou Baron
* Mary Lou Baron

(SEAL)

(SEAL)

PURCHASER:

Cory L. Marionneau 8-8-05
* Cory L. Marionneau

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Jim Atkinson d/b/a Broker
Atkinson Real Estate Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN

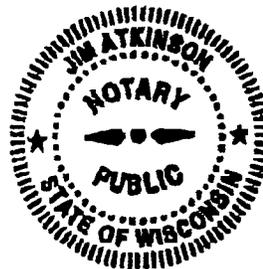
COLUMBIA COUNTY) ss.

Personally came before me on August 9, 2005
the above-named Thomas S. Baron
Mary Lou Baron and Cory L. Marionneau
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Jim Atkinson
* Jim Atkinson
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 10/19/2008)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
LAND CONTRACT STATE BAR OF WISCONSIN FORM No. 11-7003

*Type name below signatures.



17/4



State Bar of Wisconsin Form 21 - 2003
SECOND MORTGAGE

Document Number

Document Name

Atkinson Real Estate Inc.

("Mortgagor," whether one or more) mortgages to Thomas S. and Mary Lou Baron

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 8,196.00 evidenced by a note or notes, or other obligation ("Obligation") dated August 9, 2005, executed by Thomas S. and Mary Lou Baron

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in COLUMBIA County, State of Wisconsin ("Property"): Lot 7 Pondview of Pardeevilla, Wis. 53954 Subdivision #687720 #717699

DOC # 736736
REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
10/04/2005 01:40:02PM
PAGES: 4

LISA WALKER
REGISTER OF DEEDS

REC FEE: 17.00
Exempt #:

Recording Area

Name and Return Address
Atkinson Real Estate Inc.
P.O. Box 738
Portage, Wis. 53901 0738

E

11171-472.01

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting: none

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and

State Bar Form 21 - Page 1

Atkinson Real Estate Inc PO Box 738, Portage WI 53901-0738
LARRYNE ATKINSON

Phone: (608) 742-2848

Fax: (608) 742-4486

Shiella dr. r

Produced with ZipForm W by RE FormHub, LLC 16025 Fitts Rd, Clinton Township, Michigan 48036, (608) 383-9600 www.zipform.com

Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

State Bar Form 21 - Page 2

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48036, (800) 383-6445 www.zipform.com

danielle dr. s

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagor's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Thomas S. and Mary Lou Baron P.O. Box 420 pardeoville, Wis. 53954-0428; (6) the state of organization and the organizational identification number of the debtor (if applicable) are _____; and (7) the address of the secured party is P.O. Box 738 Portage, Wis. 53901-0738.

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Date August 9, 2005

Thomas S. Baron (SEAL)
* Thomas S. Baron

Mary Lou Baron (SEAL)
* Mary Lou Baron

____ (SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____
authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

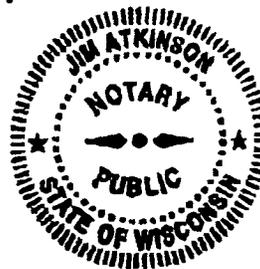
Jim Atkinson d/b/a Broker
Atkinson Real Estate Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN }
COLUMBIA COUNTY) ss.

Personally came before me on August 9, 2005
the above-named Thomas S. Baron
Mary Lou Baron
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Jim Atkinson
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 10/19/2008)



(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED
MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003
*Type name below signatures.

NATIONAL EXCHANGE BANK & TRUST,
A banking corporation,
130 S. Main Street
Fond du Lac, WI 54935

Plaintiff,

-vs-

Case No. 05-CV-412

PONDVIEW OF PARDEEVILLE, LLC
516 S. Mills Street
Madison, WI 53715,

Foreclosure of Mortgage: 30404

THOMAS S. BARON
516 S. Mills Street
Madison, WI 53715,

MARY LOU BARON
516 S. Mills Street
Madison, WI 53715,

MSA PROFESSIONAL SERVICES, INC.
1230 South Blvd.
Baraboo, WI 53913

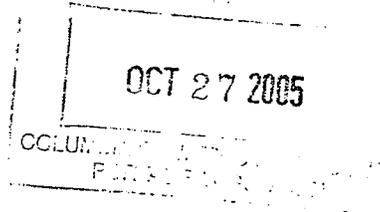
ZIEGLER BUILDERS, L.L.C.
N8651 Carrie Road
Portage, WI 53091

COREY L. MARIONNEAUX
608 Daniella Drive
Pardeeville, WI 53954

And

JIM ATKINSON REAL ESTATE, INC.
A/k/a Atkinson Real Estate, Inc.
P O Box 738
Portage, WI 53091

Defendants



AMENDED COMPLAINT

Plaintiff by its attorneys, Averbek & Hammer, S.C. alleges the following:

1. The plaintiff, National Exchange Bank & Trust, is a banking corporation organized and existing under the laws of the United States, with its principal offices at 130 S. Main Street, Fond du Lac, Wisconsin.

2. The principal defendant, Pondview of Pardeeville, LLC is a Wisconsin limited liability company having as its registered agent Thomas S. Baron with its registered office at 516 S. Mills Street, Madison, Wisconsin. The mortgagor defendants, Thomas S. Baron and Mary Lou Baron are adults residing at 516 S. Mills Street, Madison, Wisconsin, and upon information and belief are the sole members of the principal defendant, Pondview of Pardeeville, LLC.

3. The defendants executed and delivered to the plaintiff the following Notes:

a. A Business Note dated September 29, 2003, in the principal sum of \$350,000.00, a copy of which is attached hereto as Exhibit A and incorporated as if set forth herein in full. The Note was renewed by a subsequent Note dated October 1, 2004, a copy of which is attached hereto as Exhibit B and incorporated as if set forth herein in full.

b. A Business Note dated May 11, 2004, in the principal sum of \$134,000.00, a copy of which is attached hereto as Exhibit C and incorporated as if set forth herein in full. The Note was renewed by a subsequent Note dated November 11, 2004, a copy of which is attached hereto as Exhibit D and incorporated as if set forth herein full.

c. A Business Note dated February 21, 2005, in the principal sum of \$29,536.78, a copy of which is attached hereto as Exhibit E and incorporated as if set forth herein in full.

d. A Mortgage Note dated April 1, 2005, in the principal sum of \$390,000.00, a copy of which is attached hereto as Exhibit F and incorporated as if set forth herein in full. Said Note is the most recent in a series of Notes dating back to July 1, 2004, representing the indebtedness of the defendants, Thomas S. Baron and Mary Lou Baron, to the plaintiff.

4. Said Notes were secured by the following real estate mortgages:

a. A Real Estate Mortgage dated September 29, 2003, recorded October 2, 2003, at 8:00 A.M. in the office of the Register of Deeds for Columbia County as Document No. 696916, a copy of which is attached hereto as Exhibit G and incorporated as if set forth herein in full.

b. A Real Estate Mortgage dated September 29, 2003, recorded October 2, 2003, at 8:00 A.M. in the office of the Register of Deeds for Columbia County as Document No. 696917, a copy of which is attached hereto as Exhibit H and incorporated as if set forth herein in full.

c. A Real Estate Mortgage dated May 11, 2004, recorded May 18, 2004, at 8:00 A.M. in the office of the Register of Deeds for Columbia County as Document No. 710350, a copy of which is attached hereto as Exhibit I and incorporated as if set forth herein in full.

d. A Real Estate Mortgage dated February 21, 2005, recorded February 24, 2005, at 8:00 A.M. in the office of the Register of Deeds for Columbia County as Document No. 725139, a copy of which is attached hereto as Exhibit J and incorporated as if set forth herein in full.

e. A Real Estate Mortgage dated July 1, 2004, recorded September 23, 2004, at 3:00 P.M. in the office of the Register of Deeds for Columbia County as Document No. 717700, a copy of which is attached hereto as Exhibit K and incorporated as if set forth herein in full.

f. A Real Estate Mortgage dated February 21, 2005, recorded February 24, 2005, at 4:47 P.M. in the office of the Register of Deeds for Dane County as Document No. 4024515, a copy of which is attached hereto as Exhibit L and incorporated as if set forth herein in full.

5. Said mortgages granted to plaintiff a lien upon the following described real estate:

a. In Columbia County:

Lot 1 and Outlot 2, recorded Plat of Pondview, in the Village of Pardeeville, Columbia County, Wisconsin.

and

Recorded plat of Pondview, in the Village of Pardeeville, Columbia County, Wisconsin, EXCEPT Lots 1, 4, 6 and 14 and also except outlots 1, 2, 3 and 5.

Tax Parcel No.s: 171-474; 171-472.01; 171-472.05; 171-472.07; 171-472.08; 171-472.09; 171-472.10; 171-472.11; 171-472.12 and 171-472.13

b. In Dane County:

Lot Three (3), Block One (1), Sharp's Subdivision in the City of Madison, Dane County, Wisconsin.

Tax Parcel No. 251-0709-224-3936-4

Property Address: 516 S. Mills Street, Madison, Wisconsin

6. The defendants have defaulted by failing to pay installments upon the Note attached as Exhibit B which came due March 1, 2005, and thereafter. The Notes attached as Exhibits D, E, and F have matured and are due in full. The defendants have failed to pay the balances due and are in default.

7. Plaintiff is the holder of the Notes and Mortgages and there is due to the plaintiff the following sums:

a. On the Note attached as Exhibit B the sum of \$271,228.62 principal, interest in the amount of \$9,094.32 as of September 27, 2005, and late charges of \$1,400.00, with interest at the default rate of \$84.7589437 per day thereafter.

b. On the Note attached as Exhibit D the sum of \$134,000.00 principal, interest in the amount of \$9,076.32 as of September 15, 2005, and late charges of \$140.11, with interest as the default rate of \$99.334875 per day thereafter.

c. On the Note attached as Exhibit E the sum of \$29,536.78 principal, interest in the amount of \$1,828.82 as of September 15, 2005, and late charges of \$130.04, with interest as the default rate of \$9.4353603 per day thereafter.

d. On the Note attached as Exhibit F the sum of \$369,582.29 principal, interest in the amount of \$10,723.65 as of September 15, 2005, and late charges of \$118.51, with interest as the default rate of \$61.0837396 per day thereafter.

e. On the Letter of Credit attached as Exhibit Q, the sum of \$52,500.00.

8. The mortgaged premises in Columbia County consist of single family lots of less than twenty acres two of which have been improved, but none of which are occupied by the mortgagor defendants as a principal residence. The mortgaged premises in Dane County consist of a single family residence and lot of less than twenty acres which is occupied by the defendants, Thomas S. Baron and Mary Lou Baron as their principal residence. Said premises can not be divided for sale into parcels without injury to the interests of the parties.

9. The following defendants may claim some interest in the mortgaged premises, however, any interest which they may have is junior and subordinate to the interest of the plaintiff:

a. MSA Professional Services, Inc., by virtue of a mortgage in the originally stated amount of \$15,000.00, dated August 18, 2005, and recorded in the office of the Register of Deeds for Columbia County, Wisconsin, on August 23, 2005, as Document No. 734401.

b. Ziegler Builders, L.L.C., by virtue of a judgment docketed in the Circuit Court of Columbia County, on August 3, 2005, against the defendants, Thomas Baron and Mary

Lou Barron in the sum of \$55,620.08.

c. Corey L. Marionneaux, by virtue of a Land Contract recorded in the office of the Register of Deeds for Columbia County on October 4, 2005, as Document No. 736735.

d. Jim Atkinson Real Estate, Inc., a/k/a Atkinson Real Estate, Inc., by virtue of a mortgage recorded in the office of the Register of Deeds for Columbia County on October 4, 2005, as Document No. 736736.

10. To further secure the obligation to the plaintiff the mortgagor defendants, Thomas S. Baron and Mary Lou Baron, executed a Continuing Guaranty, dated September 29, 2003, a copy of which is attached hereto as Exhibit M, and incorporated as if set forth herein in full.

11. To further secure the obligation to the plaintiff the defendants executed a limited liability company borrowing agreement dated September 29, 2003, a copy if which is attached hereto as Exhibit N, and incorporated as if set forth herein in full.

12. The mortgaged premises located in Dane County, more particularly described in Paragraph 5 b., is subject to a prior mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for First Wisconsin Mortgage, Inc. in the originally-stated amount of \$223,000.00 dated November 15, 2004, recorded in the office of the Register of Deeds for Dane County, Wisconsin on November 19, 2004, as Document No. 3992716.

13. In addition to the Notes described in Paragraph 3 of the complaint, the defendants obtained an Irrevocable Standby Letter of Credit from the plaintiff in the amount of \$52,500.00, payable to the Village of Pardeeville. Copies of the application for Standby Letter of Credit, Letter of Credit Agreement and Irrevocable Standby Letter of Credit are attached hereto as Exhibits O, P and Q, and incorporated as if set forth herein in full. The Village of Pardeeville has demanded full payment of the Letter of Credit by correspondence dated October 3, 2005, a copy of which is attached to as Exhibit R, and incorporated as if set forth herein. The plaintiff will pay the full sum as demanded. As a result, the defendants are indebted to the plaintiff for \$52,500.00 payable to the Village of Pardeeville pursuant to the terms of its agreement with the defendants.

WHEREFORE, plaintiff demands a judgment:

A. Determining the amount due to the National Exchange Bank & Trust, including its costs and attorney's fees.

B. Ordering the foreclosure and sale of the mortgaged premises.

C. Granting deficiency judgment against the defendants, Pondview Pardeeville, LLC, Thomas S. Baron, and Mary Lou Baron, jointly and separately in the event the proceeds of the sale of the real estate are insufficient to satisfy the obligations to National Exchange Bank & Trust, including its costs of sale.

D. Appointing a Receiver to secure the premises and collect rents.

E. Granting a Writ of Assistance directing the defendant, Corey L. Marionneau, to vacate the premises at 608 Daniella Drive, Pardeeville, WI.

F. For such other and further relief as provided by law in such cases and as the court may deem just and equitable.

Dated this 26 day of October, 2005.

AVERBECK & HAMMER, S.C.,
Attorneys for Plaintiff, National Exchange Bank & Trust

By Ronald P. Hammer
Ronald P. Hammer

State Bar No: 01018458

P.O. ADDRESS:

104 S. Main St., P.O. Box 1577
Fond du Lac, WI 54936-1577

Phone: (920) 923-2220

ALVIN R. KLOET
JOHN N. GUNDERSON

OLSEN, KLOET,
GUNDERSON &
CONWAY

ATTORNEYS AT LAW

COMPLAINT # 28

June 25, 2003

State Bar of Wisconsin
P. O. Box 7518
Madison, WI 53707-7158

Dear Sir/Madam:

I am enclosing a copy of an advertisement which has been printed in the local paper for a couple of years by a paralegal.

In the event this type of advertisement is not acceptable, I would appreciate your following up with Ms. Carlson.

Thank you.

Very truly yours,

OLSEN, KLOET, GUNDERSON & CONWAY



Alvin R. Kloet

ARK/jl

Enclosure

Lakeshore Weekly

Phone 920-564-3153

19 S. 8th St., P.O. Box 700200, Oostburg, WI 53070

Oostburg, Wisconsin

June 12, 2003

VOL. LIII, NO. 23

PRESORTED
STANDARD
U.S. POSTAGE
PAID
Permit No. 33
Oostburg, WI

BOXHOLDER

COMMUNITY CALENDAR

JUNE

12 8:40 am Oostburg PTO Meeting, Elementary School.
Thurs.

12 noon Oostburg Kiwanis Club Meeting at the
Knotty Pine Restaurant. Speaker: Rich
Neerhof, Village of Oostburg Fire Chief.

12 noon - Registration for "Laugh It Up At Your
6:00 pm Library" summer reading program at the
Cedar Grove Public Library.

3:00 - "Fun With Decorations" workshop at
4:00 pm the Oostburg Public Library for Summer
Reading Members (grades 1 & up).

7:00 pm Hingham Sanitary District Annual meeting at
the Onion River Wastewater Treatment Plant.

13 4:00 - Het Museum & TeRonde House open,
8:00 pm corner of Main & Union, Cedar Grove.

7:00 pm "Man of God" musical at Hingham Reformed
Church. Freewill offering for building fund.

14 10:00 am - Garden Walk sponsored by Bethany Circle
4:00 pm of Gibbsville Reformed Church. \$10, buy
tickets day of event. Rain date - June 21.
Call Janet at 564-2160 for more information.

7:00 pm "Man of God" musical at Hingham Reformed
Church. Freewill offering for building fund.

15 7:00 am HOUR OF PRAISE - WHBL message from
Sun. the First Reformed Church, Cedar Grove.

9:30 - Oostburg Community Church Broadcast.
10:30 am This week the service of the First Christian
Reformed Church of Oostburg over WJUB
1420, Plymouth.

7:00 pm "Man of God" musical at Hingham Reformed
Church. Freewill offering for building fund.

15 7:00 pm Alcoholics Anonymous and Al-Anon meet-
Sun. ings at St. Mary's Church (Blessed Trinity
Parish) in Sheboygan Falls. (Use NW door.)

7:30 pm New Life Support Groups (Recovery &
Codependency) at Bethany Reformed
Church, 1315 Washington Ave., Sheboygan.

16 8:00 am Campus Life Great America Trip for Sr. High
Mon Teens. To register, call 457-2381 by June 13.

10:15 am Senior Citizens at DeZwaan. Good fellowship,
food, games & fun. Questions? Call 668-6607.

10:30 am Cedar Grove Nutrition Site Program:
Pastor David VanDixhorn.

6:30 - After 5 Christian Women's Club Dinner
8:00 pm Meeting at Jakum's, 2601 N15th, Sheboygan.
For reservations, call 208-0490 by June 12.

7:00 pm Alcoholics Anonymous Meeting at Hingham
Reformed Church. (Use NW door.)

7:00 pm Cedar Grove Legion Post #338 will meet at
the Cedar Grove Public Library Meeting
Room at 131 W. Van Altena.

7:00 pm Oostburg American Legion Meeting at the
Clubhouse: finalizing 4th of July plans.

17 9:30 - Christian Women's Club Brunch at Town &
11:00 am Country, W1943 Hwy. J, Sheboygan. \$8.
Call 452-3322 for reservations by June 12.

10:00 am Book Discussion at Cedar Grove Public
Library: "The Old Ace in the Hole" by
Annie Proulx. Leader: Cindy Schaffner.

12 noon Oostburg Area Optimist Club Board Meeting
at the Knotty Pine Restaurant.

Cont. on page 4

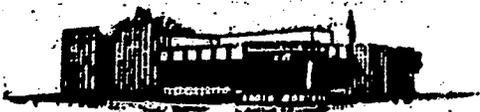
The Community Calendar is made available to you by your

Oostburg State Bank

Hours

Lobby Monday - Thursday 8:30 am - 5:00 pm
Friday 8:30 am - 6:30 pm

Drive-Thru Monday - Thursday 8:00 am - 5:00 pm
Friday 8:00 am - 6:30 pm Saturday 8:00 - 11:00 am



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LOTS FOR SALE: LAKE BREEZE SUBDIVISION - OOSTBURG, WI

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Call Now for Best Choice
FIELD TREE REALTY
1218 CENTER AVE
OOSTBURG, WI 53070
1(920)564-2217 OR 1(920)564-3341
GORDON AND HELEN VELDBOOM

Stacey Carlson, Paralegal Services

Copyright, patents and trademark filings,
Wills, Powers of Attorney, and LLC filings.
Why pay an attorney to do a Paralegal's Job?

Phone: 668-6951 *Free House Calls*

FOR SALE: 4 bedroom home in the Village of Belgium. For details, please call the National Exchange Bank, 668-8511.

Mark your calendar!! CLAERBOUT INTERIORS annual SIDE-WALK SALE, FRI. JUNE 27 & SAT. JUNE 28. Once a year specials. Bargains Galore!

HOUSE FOR RENT: Adorable and private 2 bedroom, 1 bath with a walk-out basement and a balcony porch that overlooks the 15 acre woods with riding trails. Property has a garage, 3 stall horse barn and a 53'x107' framed riding pavilion. Random Lake school district. Available June 1. \$750/month or \$750 + \$100 extra per horse/month. Call (920)994-4597.

Picnic at the Park

Come one and all for food, fun & fellowship
at Oostburg Village Park

Thursday, June 19th 5:00 - 7:00 p.m.

Menu includes brats, burgers, chicken breasts, beans,
homemade German & American potato salads,
fresh pie, ice cream, coffee, chips & soda.

If raining, will be held at 1st Reformed Church,
927 Superior Ave., Oostburg.

FOR SALE: Used KitchenAid dish washer. Works well. \$30.
Call: 564-6094.

APPLIANCE AND HOME REPAIRS - Call: AFFORDABLE
TECHNICAL SERVICES. Insured and Reasonable. Roy
Huibregtse, 920-668-6557.

Friday Fish Frys

Now serving Fresh Walleye
after 4 p.m. in addition to
our current fish dinners.

NOW OPEN
"THE SANDPIPER ROOM"
For Meetings & Special Events
Call 564-4040

Saturday is Pizza Day

Come in and build your own pizza

Specials for the Week of June 16th

Breakfast

Bacon & Cheese Omelette \$5.29
w/ hashbrowns & toast

2 eggs, 2 sausage patties & toast \$3.39

Lunch

Black Forest Melt w/ fries or fruit \$5.39

Grilled Portabella Ceasar Salad \$5.39

- Chef Specials Nightly -



GREAT IS THE LORD, HE IS HOLY AND JUST ... Come worship Him with us this week. LIVING HOPE BIBLE CHURCH is an independent Bible church meeting at N3595 E County Road A, the former St. George school at Six Corners. Sunday worship is at 9 a.m., Sunday School at 10:30 a.m. Weekly home Bible studies. For information, please contact Elwood Wynveen (920-564-2683), Bill Pickering (920-564-6195), or Harold Kislewski (920-564-4299).

Serenity Farm Landscaping Inc.

ANDY KISSEL

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• Tree & Shrub Trimming & Removal

• 65 Foot Boom Truck

• Serving the Area For 24 Years

Phone 920-457-0314 or 920-458-2910 FAX 920-457-4095
2803 Old Park Road, Sheboygan



Unauthorized Practice of Law Complaint Form

COMPLAINT # 29

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

1. Fill in the fields below (use the Tab key to move between fields). You may attach additional pages and/or related documents as appropriate.
2. Sign and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or fax your completed form to (608) 257-4343.
3. Please keep a copy of this form for your records.

If you need assistance completing this form, please call Cathleen Deitmann at the State Bar of Wisconsin, (800) 474-9404 ext. 6045.

Complainant Name (First, Middle, Last) Grant D. Glynn		Date of Birth	
Address 601 N. 5 th St., P.O. Box 415		City Sheboygan	State WI
		Zip 53082	
County Sheboygan	Home Phone # () -	Work Phone # 920-208-8177	

Complaint Against (Name/Business Affiliation) Amy V. Wayte/ Family Service Association of Sheboygan			
Profession Credit Counselor			
Address 1930 N. 8 th St.		City Sheboygan	State WI
		Zip 53081	
County Sheboygan	Phone # 920-458-3784		

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Address		City	State
			Zip
County	Phone # () -		

Relationship to Complainant?

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain:

– continued on next page –

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

I am an attorney licensed to practice in Wisconsin. Earlier this year, I represented a debtor in a Chapter 7 bankruptcy filing. After the case was filed with the bankruptcy court, the debtor inquired whether she could voluntarily dismiss the case. I indicated to her that while it is possible to request that the court dismiss the case, that I did not believe that she would be successful because of an unusual asset. I also indicated that I expected that if such a motion were filed, that I expected a fight from the Chapter 7 Trustee and hence the pre-bankruptcy flat fee would not suffice if the debtor desired me to file this unusual and I believe unwarranted motion. The debtor did not like my answer and requested a second opinion—not from another lawyer but instead from a nonprofit budgeting and credit counseling agency. The representative of the agency advised her that she could file a request to withdraw her petition under 11 U.S.C. section 707 (a) and further advised her that she could simply not show up for her meeting of creditors in violation of the debtor's duties 11 USC section 521 (a)(3). The debtor has followed up on this advice and communicated directly with the court requesting that her case be dismissed (the court denied the motion). The debtor also failed to show up for her court appearance.

2. How were you, or the person for whom you are completing this form, harmed? I believe that the actions of the NBCCA harmed me by causing many hours of additional work, irreparably damaged my working relationship with the client to the point where I was forced to withdraw from the case, and finally has caused the debtor to draw negative attention to her case from the Court and antagonized the Chapter 7 trustee in a pending matter. The debtor at this point faces a motion to compel and eventually may face denial of a discharge for non-cooperation due to following the advice of the NBCCA against my advice.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

– continued on next page –

6. If yes, how much was paid by and to whom? *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*

The debtor paid \$ 75.00 to the NBCCA for pre and post- bankruptcy counseling.

7. Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?

Yes No

8. If yes, what type of agency? *Please attach copies of the complaint, any response, and all related documents.*

District Attorney

Better Business Bureau

Attorney General

Wis. Dept. of Regulation and Licensing

U.S. Attorney

Wis. Dept. of Agriculture, Trade & Consumer Protection

Law Enforcement/Police

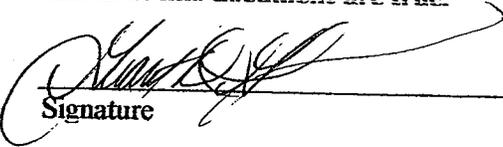
Other (please specify): U.S. Dept. of Justice, Office of the Trustee

9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

Yes No

10. If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.


Signature

5-19-00
Date

Mail this completed form to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

512 Wayland Street
Beaver Dam, WI 53916
April 13, 2006

UNITED STATES
BANKRUPTCY COURT
FILED - MAIL

2006 APR 17 AM 9:24

C. L. AUSTIN, CLERK
MILWAUKEE, WISCONSIN

Douglas F. Mann, Chapter 7 Trustee
740 North Plankinton Street
Suite #210
Milwaukee, WI 53203

SUBJECT: REQUEST TO WITHDRAW PETITION

REFERENCE TO: In Re: Grow, Kathleen S.
Bankr. EASTERN DISTRICT OF WISCONSIN
Case No. 06-21404-mdm, Chapter 7, Date Filed: April 04, 2006,
First Meeting of Creditors Date: May 12, 2006 at 11:30 a.m.

Dear Mr. Trustee:

I am writing to advise you that I have decided to withdraw my petition to file bankruptcy effective immediately. After furthering my education on "bankruptcy" thru the information provided to me by the counseling services, I would prefer to take other alternatives that are less damaging to my credit.

I am sorry for the inconvenience.

Sincerely,



Kathleen Sue Grow

Cc: Judge Margaret Dee McGarity
Attorney Grant D. Glynn
File

- Original Message -

From: Amy Wavie

To: Kathy Grow

Sent: Wednesday, April 19, 2006 5:00 PM

Subject: Re: Counseling

Kathy-

If you have filed the case and have not gone to court yet all you need to do is not show up and it will be dismissed. If you have already had the meeting of the creditors and gone before a judge, at the next court appearance you need to tell the judge that you no longer wish to continue the bankruptcy. The judge will then dismiss the case.

Why isn't your attorney directing you in this process?

Kathy Grow <kgrow@charter.net> wrote:
You are a bankruptcy counseling service.

WHERE DOES IT SAY A PERSON CANT WITHDRAW A BANKRUPTCY PETITION?

I find that a little bit ridiculous. What happened to a person's constitutional rights...freedom of choice? I am not on trial for murder or something! I made the wrong choice and would PREFER TO NOT FILE FOR BANKRUPTCY!!!!

So what are the necessary steps to withdraw or get the case dismissed???????????????

Kathy Grow

512 Wayland Street
Beaver Dam, WI 53916
April 13, 2006

UNITED STATES
BANKRUPTCY COURT
FILED - MAIL

2006 APR 17 AM 9:24

C. L. AUSTIN, CLERK
MILWAUKEE, WISCONSIN

Douglas F. Mann, Chapter 7 Trustee
740 North Plankinton Street
Suite #210
Milwaukee, WI 53203

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I am sorry for the inconvenience.

Sincerely,



Kathleen Sue Grow

Cc: Judge Margaret Dee McGarity
Attorney Grant D. Glynn
File

DIERKES LAW OFFICE, LLC

Real Estate Focused, Client Driven.

Attorney Jason E. Dierkes
501 N. 8th Street, Suite 103
Sheboygan, WI 53081
Phone 920-457-5703
Fax 920-457-7402
www.DierkesLawOffice.com

COMPLAINT # 30

1031 Exchanges

Asset Protection

Acquire/ Liquidation

Closing Services

For Sale By Owner

Real Estate Litigation

Partnership/ LLC

Development/ Condo

Zoning

Tax Analysis/ Credits

Landlord/ Tenant

Trusts

Title Insurance

Tuesday, December 20, 2005

UPL Policy Committee
State Bar of Wisconsin
PO Box 7158
Madison, WI 537070

RE: UPL Example

Dear Committee:

I am responding to the Committee's request for upl examples. It is my firm belief that the largest violator and threat to the public is realtors. In addition to a law license, I also hold a brokerage license and I am a member of the National Association of Realtors. Although the real estate industry prohibits the "unauthorized practice of law," it is clearly occurring and is going unchecked.

In Reynolds v. Dinger, 14 Wis.2d 193 (1961) the Supreme Court stated that their ruling allowing real estate brokers to use approved forms did not enlarge the practice of law. The Dissent, however, thought that was unrealistic and cautioned regarding the danger to the public.

I have enclosed a complaint in which realtors in a transaction arguably told my client his legal rights. The issue went so far, although currently in dispute before the court of appeals, that realtors testified before a jury regarding the legal rights of my client as it applied to the transaction. Please see attached complaint and affidavit for more info.

The Majority in Dinger, in response to the dissent, stated "when we consider that such practices should be discontinued it will be time for us to use our power." The time has come, and the natural expansion warned of by the dissent has arrived.

Wishing you much success in your cause.

Dierkes Law Office LLC

Jason E. Dierkes



Unauthorized Practice of Law Complaint Form

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

- Fill in the fields below (use the Tab key to move between fields). You may attach additional pages and/or related documents as appropriate.
- Sign and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O.Box 7158, Madison, WI 53707-7158, or fax your completed form to (608) 257-4343.
- Please keep a copy of this form for your records.

If you need assistance completing this form, please call Cathleen Dettmann at the State Bar of Wisconsin. (800) 444-9404, ext. 6045.

Complainant Name (First, Middle, Last) Peter Kleinschmidt		Date of Birth	
Address		City	State Zip
County	Home Phone #	Work Phone #	
() -			
() -			

Complaint Against (Name/Business Affiliation) Village Realty & Development			
Profession Real Estate, Realtors			
Address Kohler Wisconsin		City	State Zip
County	Phone #		
() -			

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name Atty. Jason E. Dierkes			
Address Dierkes Law Office, LLC 501 N. 8th Street, Suite 103 Sheboygan, WI 53081	City	State	Zip
County Sheboygan (920) 457-5703	Phone #		
Relationship to Complainant? Attorney			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain:

– continued on next page –

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

Realtors in a transaction informing my client of his legal obligations regarding offer to purchase, not referring him to an attorney, resulting in litigation currently before court of appeals. Case No: 05-0641, copy of an affidavit of realtor is attached and highlighted to explain issue. A copy of the appellate brief can be sent upon request, relevant issue presented "Are realtors qualified to apply information contained in a property inspection report to the contractual terms contained in the wb-11 residential offer to purchase and provide a legal opinion in court (was also done during the transaction to my client) as to the legal obligations of the contracting parties?"

2. _____ How were you, or the person for whom you are completing this form, harmed?

Expensive Litigation.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

See Above, seller sued my client, the buyer.

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

– continued on next page –

6. **If yes, how much was paid by and to whom? Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.**

My client has paid thousands, and I believe the seller paid the brokerage a commission.

7. **Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?**

Yes X No

8. **If yes, what type of agency? Please attach copies of the complaint, any response, and all related documents.**

- | | |
|---|---|
| <input type="checkbox"/> District Attorney | <input type="checkbox"/> Better Business Bureau |
| <input type="checkbox"/> Attorney General | <input type="checkbox"/> Wis. Dept. of Regulation and Licensing |
| <input type="checkbox"/> U.S. Attorney | <input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection |
| <input type="checkbox"/> Law Enforcement/Police | <input type="checkbox"/> Other (please specify): |

9. **To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?**

X Yes No

10. **If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. Please attach copies of all related documents and pleadings.**

Currently before the court of appeals, Case No: 05-0641, Macleish v. Kleinschmidt.

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

Signature

Date

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

**MICHAEL S. MACLEISH and
MARNIE K. MACLEISH,**

Other Real Estate: 30405

Plaintiffs,

v.

Case No. 02 CV 388

**PETER R. KLEINSCHMIDT and
ELIZABETH S. KLEINSCHMIDT,**

Defendants.

AFFIDAVIT OF MICHAEL J. DANIELS

STATE OF WISCONSIN)
) ss:
COUNTY OF SHEBOYGAN)

MICHAEL J. DANIELS, being duly sworn on oath state as follows:

1. I am an adult citizen of the State of Wisconsin and am manager of Village Realty & Development, 725Q Woodlake Road, Kohler, WI 53044.
2. I am a licensed real estate broker and have been so licensed since 1981.
3. As a licensed real estate broker, I have been involved in over 950 real estate transactions.
4. My firm, Village Realty, is one of the larger real estate firms in Sheboygan County with about six (6) sales agents.
5. My firm was the listing broker for the sale of the home owned by Michael S. MacLeish and Marnie K. MacLeish located in the Town of Sheboygan, Sheboygan County, Wisconsin, located at N7122 Riverwoods Drive, Sheboygan, WI 53083. As the managing listing broker, I have reviewed the documents on file with our office relating to any sales transactions involving the MacLiesh property. These records are retained pursuant to Wis. Adm. Code § RL15.04 and are kept in the course of our regularly conducted business activity, made contemporaneously with the events described. As manager, I have knowledge of the underlying transactions referred to in the documents. All Exhibits attached hereto are from our files.

6. I am familiar with the standard language contained in the WB-11 Residential Offer to Purchase form.

7. I have been advised that on or about June 4, 2001, an Offer to Purchase the Riverwoods Drive home from Michael S. MacLeish and Marnie K. MacLeish was made by Peter R. Kleinschmidt and Elizabeth S. Kleinschmidt utilizing a WB-11 Residential Offer to Purchase form attached hereto and incorporated herein by reference as Exhibit A is a copy of the Offer to Purchase.

8. In response to defendants' Offer to Purchase, the MacLeishs made a Counter-Offer. Attached hereto and incorporated herein by reference as Exhibit B is a copy of the Counter-Offer.

9. On information and belief, in response to the MacLeish Counter-Offer, the Kleinschmidts made a Counter to the Counter-Offer. That Counter-Offer was accepted and by operation of law became a binding contract for sale. A copy of the accepted Counter to the Counter-Offer is attached hereto and incorporated herein by reference as Exhibit C.

10. I am personally aware that under the terms of the contract for sale, the Kleinschmidts paid to Village Realty & Development as earnest money the sum of Three Thousand Dollars (\$3,000.00) which was held in escrow by Village Realty & Development.

11. Based on the terms of the contract for sale, closing was to be held on or about August 17, 2001, subject to certain contingencies.

11. Among the contingencies was an inspection contingency as follows:

"This Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property, and an inspection, by a qualified independent inspector, of Buyer's choice, also component parts which discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer, within 15 days of acceptance, delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection report(s) to which Buyer objects. **CAUTION: A proposed amendment will not satisfy this notice requirement.** Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to the home inspection. **Note: This contingency only authorizes inspections, not testing.** (See lines 97 - 110.)

▪ **RIGHT TO CURE**: Seller shall have a right to cure the defects. (Seller shall have a right to cure if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice within 10 days of receipt of Buyer's notice of Seller's election to cure defects, (2) curing the defect in a good and

workmanlike manner and (3) delivering to Buyer a written report detailing the work done no later than 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

■ **"DEFECT" DEFINED:** For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse effect on the expected normal life of the Property. Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer."

12. This is the standard inspection contingency in WB-11 Residential Offer to Purchase forms.

13. On information and belief, in conformity with the inspection contingency, the Kleinschmidts caused to have the home inspected by Karl Meyer on or about July 11, 2001.

14. On information and belief, the inspection report identified the following adverse items as follows:

- A. Some deck top railings were loose.
- B. Siding warped on north wall; cause - heat.
- C. Repair weatherstripping on garage service door.
- D. Northwest window blinds cut too short for brackets.
- E. Recommend service cleaning of water heater - relief valve is leaking.
- F. Master bathroom GFCI not working (ground fault circuit interceptors).

A copy of the inspection report is attached and incorporated hereto as Exhibit D.

15. In my opinion, the inspection report did not reveal any defect as that term was defined in the language of the contract.

16. On information and belief, the Kleinschmidts, based on the inspection report, gave notice dated July 17, 2001, requiring the MacLeishs to clean the fireplace flue, replace the water heater, replace warped siding on north wall, repair the GFCI outlets by pond and master bathroom,

and repair bottom row of shingles that are curling. The Kleinschmidts demanded that these items be performed by August 3, 2001. A copy of the Kleinschmidts' notice is attached hereto and incorporated herein by reference as Exhibit E.

17. In my opinion, because the inspection report did not reveal any defect as that term was defined in the language of the contract, the Kleinschmidts did not have a legal basis for making the demands set forth in their notices and the MacLeishs were not legally obligated to comply with the Kleinschmidts' notices.

18. On information and belief, even though the MacLeishs were not legally obligated to comply with the Kleinschmidts' notices because the inspection did not disclose any defects as that term is defined in the contract for sale; nevertheless they agreed to and did repair the GFCI outlets at the pond and master bathroom, replaced the warped siding, and cleaned the fireplace flue, and that they notified the Kleinschmidts of these circumstances in writing, a copy of which is attached hereto and incorporated herein by reference as Exhibit F.

19. On information and belief, the Kleinschmidts notified the MacLeishs' realtor that they were not going to go forward with the sale because the MacLeishs were not going to complete all of the repairs requested by Kleinschmidts.

20. On information and belief, as a result, the MacLeishs agreed to additionally repair the water heater and clean the fireplace flue.

21. In my opinion, the MacLeishs were not legally required to additionally repair the water heater and clean the fireplace flue because those conditions were not defects as that term was defined in the contract for sale.

22. The MacLeishs sent the Kleinschmidts a notice dated July 27, 2001, of their willingness to repair the water heater and clean the fireplace flue, a copy of which is attached hereto and incorporated herein by reference as Exhibit G.

23. On information and belief, the Kleinschmidts responded by notifying the realtor in writing dated July 30, 2001, that they were still not going to be closing based on their assertion that their inspection contingencies had not been met. A copy of the Kleinschmidts' letter dated July 30, 2001, is attached hereto and incorporated herein by reference as Exhibit H.

24. Our office set up a default closing time of 3:00 p.m. with the defendants' lender on August 17, 2001, and notified the parties.

25. The transaction did not close between the MacLeishs and the Kleinschmidts.

26. In my opinion, because the conditions of the house as set forth in inspection report did not rise to the level of being defects as that term is defined in the contract for sale, the

Kleinschmidts would not have had a basis for refusing to close the transaction based on the inspection contingency.

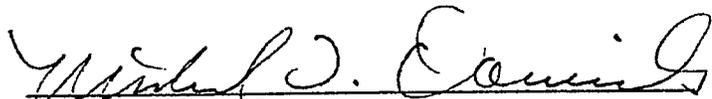
27. The contract for sale at Lines 233-234 of the WB-11 Offer to Purchase provides that upon a buyer's default, the seller may (1) sue for specific performance; or (2) terminate the contract and elect to request the earnest money as liquidated damages, or refund the earnest money and sue for actual damages.

28. In my opinion, if the Kleinschmidts failed to close the transaction based on the inspection report, the MacLeishs would be entitled to elect to return the earnest money and seek to recover their actual damages for the failure to close, based on Lines 233-234 of the WB-11 Offer to Purchase form.

29. I am personally aware that the MacLeishs requested that the earnest money be returned by Village Realty & Development thus entitling them to seek to recover their actual damages for the failure to close.

30. This Affidavit was solicited by Attorney Carl K. Buesing in support of a Motion for Summary Judgment.

Dated this 16th day of May, 2003.


Michael J. Daniels

Subscribed and sworn to before me this 16th day of May, 2003.



Notary Public, State of Wisconsin

My commission is permanent

F:\DOCS\maclmik\lit\00022715.WPD

Lubinski, Rottier, Reed & Klass, S.C.
LAWYERS

200 EAST WISCONSIN STREET, P.O. BOX 67
SEYMOUR, WI 54165-0067

Vernon Lubinski
Richard Lubinski
Kenneth F. Rottier
Robert Lubinski
Ann Lubinski Reed
Mary Lubinski Klass

AREA CODE (920)
Seymour 833-2356
Pulaski 822-3115
Appleton 735-0834
Facsimile 833-2358
Email: lubinski@new.rr.com

December 22, 2005

MS CATHLEEN DETTMANN
STATE BAR OF WISCONSIN
PO BOX 7158
MADISON WI 53707-7158

RE: *Unauthorized practice of law*

Dear Ms. Dettmann:

The December issue of *Inside the Bar* requested that you be provided with examples of unauthorized practice of law for support of the State Bar's petition to appoint a committee to develop proposed rules defining the practice of law.

I would like to cite some examples that I've come across during my years of practice.

1. It's becoming more and more popular for personal bankers to provide legal advice to their customers. Many bankers have been suggesting that the customers put their accounts with a POD designation to avoid probate. They don't explain to the customer that if one of the POD designees dies, the remaining designees are the only ones who will share in the inheritance. I've heard of situations arising where the customer didn't keep the POD designations up to date and then upon the customer's death only the remaining POD designees received the bank asset and the family of a deceased POD designee received nothing. Had the property gone through the estate under the customer's Will, the assets would have been divided differently.
2. The second situation I would like to highlight is the occasion when a hospital or a nursing home has a new admittance and it pulls out a blank form and requires the new resident to execute the documents to designate a Power of Attorney and Health Care Agent. In many instances the resident is confused and doesn't recall that they had previously made a Will, Power of Attorney, and Health Care. The new forms normally revoke the older ones, so in essence, the nursing home is getting an agent appointed that might not be the person the resident intended when their mind was clear.

Similarly, I've come across situations where a nursing home tries to "help" its resident with an M.A. application. The social worker at the nursing home gives advice without knowing what other planning the resident may have already done with his family and attorney. In one

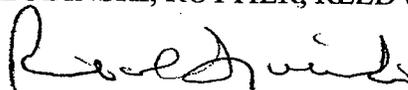
COMPLAINT # 31

- instance, the home of a resident was sold and the resident had retained a life estate. The resident should have received a percentage share of the proceeds of the sale before qualifying for M.A., but the nursing home had not given the resident proper advice.
3. I think every attorney who practices real estate law has probably seen documents come across his desk that were drafted by a realtor, banker, or other professional but non-lawyer. Oftentimes, these documents are intended to convey property but they don't indicate the status of easements or other encumbrances upon the property. A lawyer drafting these documents, should he commit an error, can protect the client through his professional liability insurance policy.
 4. The next example I would like to cite are the canned, or prepared, forms for Wills. This office has recently had a case where an elderly woman purchased one of these documents, completed it, dated it, and signed it herself but never had it witnessed. It was her intention to give her property to her nephew (from her husband's side of the family). The court ruled that the Will was an ineffective document which made her blood heirs the beneficiaries of her assets by intestate succession and left out the nephew who she had intended to bequeath her assets.
 5. The fifth and final topic I would like to cover concerns the closing of real estate transactions. Attorneys are well-advised not to represent both sides—buyer and seller—in a transaction unless it has been properly disclosed to both parties. Yet title companies regularly close transactions and bill both buyer and seller for services and representations. I've even come across the situation where the title company drafted an escrow agreement for the parties to assure that a new septic system would be installed at the seller's expense post-closing. If a problem arises, who was the title company's client?

I specifically have not cited names or dates in these samples as I felt that would be inappropriate under the situation to disclose that type of information about clients, but I do feel the five examples I've cited are prime examples of individuals and businesses practicing law without proper training, etc.

Sincerely yours,

LUBINSKI, ROTTIER, REED & KLASS, S.C.



Richard Lubinski

LUTZ, BURNETT, McDERMOTT, JAHN & KING, LLP

ROBERT W. LUTZ, Fellow,
American College of Trial Lawyers
JAMES P. BURNETT,
Court Commissioner
DEREK McDERMOTT
GARY N. JAHN
ANDREW J. KING

ATTORNEYS AT LAW
50 EAST MAIN STREET, P.O. BOX 146
CHILTON, WISCONSIN 53014
(920) 849-9323
FAX (920) 849-9326
EMAIL: lawyers@lbmjk.com

HELMUTH F. ARPS 1916-1947
DONALD E. BONK 1937-1988

COMPLAINT # 32

December 20, 2005

UPL Policy Committee
State Bar of Wisconsin
P.O. Box 7158
Madison, WI 53708-7158

Dear Sir/Madam:

This letter is in response to the Committee's request for reports of UPL incidents. Our office routinely is exposed to incidents of UPL that result in harm to the public.

The most common example is that of the door-to-door living trust salesmen. On average, we see six examples of this each year. Each case has very similar characteristics:

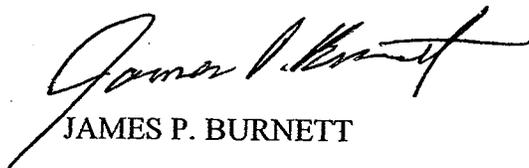
1. A non-lawyer salesperson solicits individuals by going door-to-door or making "cold calls". Typically the target client is an elderly couple or individual. Once a customer has been located, the door-to-door salesman will have an out-of-state attorney prepare the trust documents. The trust documents are usually pre-printed boiler plate forms that often unnecessarily complicate the client's estate plan.
2. Fees are grossly excessive and are typically around \$3,000.00. Generally the targeted customers are people of modest means who have no need for an elaborate estate plan that involves a living trust.
3. The lawyer whose name appears on the trust never meets with or even speaks with the individual. The salesperson arranges for execution of the trust and collection of the fee. The trust document is a boiler plate form that is not tailored to the individual's specific needs or situation.

Another example of UPL that occurs on a fairly regular basis are the "pro se" services that are not really pro se. "Pro se" of course means that the client is representing himself or herself. With a pro se service a non-lawyer does all of the legal work except for making the court appearance. Generally the pro se service has little to no legal training so there is a great risk of obtaining poor guidance. There is no licensing involved so there is no regulation of the service. The service does not have legal malpractice insurance so the client has no recourse in the event of malpractice. We have seen situations where the pro se prepared marital settlement agreement ignores or improperly addresses crucial issues in a divorce such as tax planning, retirement plan division, valuation of small business and maintenance.

UPL Policy Committee
Page Two
December 20, 2005

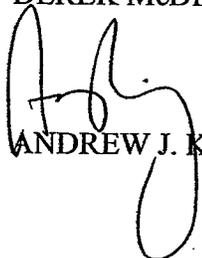
It is especially frustrating that there is virtually no enforcement of the rule that requires a license to practice law. What is the point in requiring a license to practice law if there is no consequence in the event of violation?

Very truly yours,


JAMES P. BURNETT


DEREK McDERMOTT


GARY JAHN


ANDREW J. KING

UNAUTHORIZED PRACTICE OF LAW

The daughter of an elderly woman with a large number of adult children called me recently and indicated that several of the adult children had been vying to get a hold of the mother's acreage for less than its fair market value.

This acreage out in the country was appraised last October as having a value of \$140,000.00.

When the mother was in the hospital and was sick and confused and was getting very weary of the competition among her children for her property, one son with the local funeral director came to the hospital.

The funeral director told her she absolutely had to transfer her land before the end of the month as she might end up in a nursing home and the woman did not want to lose her property to the nursing home.

The funeral director drafted a deed and transfer return, supervised its execution and caused it to be recorded with the register of deeds whereby the woman conveyed her real estate to one of the sons for \$43,000.00, which was the estimated fair market value set forth on the tax statement but was \$97,000.00 less than its real fair market value. This favored the one son over everyone else.

After being discharged from the hospital, the woman was admitted to a nursing home for one month but she has now moved to an assisted living facility. The daughter who called me was concerned that now her mother's money is going to run out in about eight months and she will not be able to afford to live in the assisted living facility any longer. The mother is also going to be disqualified from Medicaid for a period of time by virtue of the \$97,000.00 gift to her one son.

Everyone in the family is very upset, but the one son who has the land cheap is happy.

The motivation for the funeral director to do this was that the son is now supposedly going to steer the mother's funeral over to his funeral home when she dies. I have heard about this funeral director advising someone else earlier on divestment issues, but he does not know what he is doing.

COMPLAINT # 33

December 14, 2005

COMPLAINT # 34

Wisconsin State Bar
Attn: Kathleen Dettmann
PO Box 7158
Madison, WI 53707-7158

Re: Unauthorized Practice of Law

Dear Ms. Dettmann:

Rather than fill out a complaint form, I am sending this letter regarding what I think might be an unauthorized practice of law. I am sending you a brochure put out by a financial planner. I am an experienced Wisconsin licensed practitioner for over 30 years, 10 years of that having been as an attorney with the IRS in the estate and gift tax areas. My current practice is concentrated in doing estate planning and tax work for individuals. Time and again we've seen financial planners offer seminars on estate planning where they give advice on the type of wills and trusts individuals should have. They also give advice on powers of attorney and living wills, and health care directions, plus they give tax advice as to estate and gift taxes. Typically these individuals have no law background training, nor do they affiliate with any reputable attorney.

The concern here is that financial planners are merely trying to scare individuals into typically buying high priced insurance products or annuities, many of which are unnecessary. Furthermore, they are often giving some very bad advice about probate and estate planning and taxes. In a couple of instances we have had clients come in with their complicated trust-based estate plans recommended by these financial planners which plans are completely unnecessary and inappropriate. Often the individuals have little or no real assets or assets are jointly owned between husband and wife and they really had no need for a Trust. Furthermore, such individuals could have had an estate plan that simply designated their assets as payable on death and avoided any expense of a complex trust arrangement.

Often these financial planners are just promoters of insurance and annuity products. They spend a great deal of time discrediting the work of lawyers. If they do recommend a lawyer, it is one with whom they have worked out a prior arrangement where the lawyer recommends the client buy an annuity or expensive insurance policy that is often unnecessary. In turn, the financial planner recommends the lawyer drafts a complicated trust-based plan that is wholly unnecessary.

More often than not, we find that individuals that have such trust-based plans are not given instructions on how to fund such a trust. The families are given unrealistic expectations that simply by calling their estate plan a trust they will never have to again see another attorney or be involved in any probate procedures, including filing any death tax returns. These individuals are

Page D-174

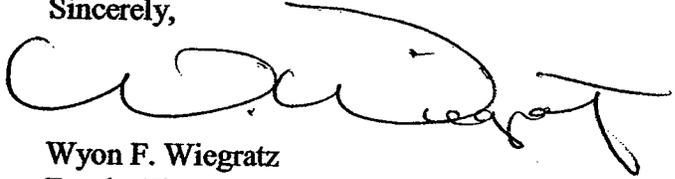
Wisconsin State Bar/Kathleen Dettmann
Re: Unauthorized Practice of Law

December 14, 2005
Page 2

hurt because they spend money on an estate plan that doesn't work. Later, they realize that they need an attorney to handle their estate planning, and more expenses are incurred in correcting the prior mistakes and reeducating them as to correct estate planning.

You can cite this as an example of unauthorized practice of law that is hurting the clients and our profession. Should you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wyon F. Wiegratz', written in a cursive style.

Wyon F. Wiegratz
For the Firm

Wisconsin Financial and Tax Advisory Group, LLC

James D. Van Vonderen, CEP, CSA, RFC
1047 N. Lynndale Dr., Ste. 1C
Appleton, WI 54914



Wyon Wiegratz
914 Windward Ct
Neenah WI 54956

We've protected hundreds
of peoples estates.

Dear Wyon Wiegratz,

Waiting to get back to even in your Stocks or Mutual Funds? Then What? I personally invite you to our **ESTATE PLANNING WORKSHOP**. We'll explain little known, simple strategies to Protect Your Hard Earned Nest Egg, Defeat the IRS, and Avoid Probate.

Here are just some of the topics we'll discuss...

- ✓ How to Avoid the Costs and Delays of Probate
- ✓ How to keep the Nursing Home from getting your House
- ✓ How to avoid paying Taxes on your Social Security Income
- ✓ How to be Litigation-Proof
- ✓ How to Fire your 'Silent Partner' - the IRS !
- ✓ New Estate Planning Laws and How they affect You
...And MUCH MORE!

THIS IS THE ONE YOU'VE HEARD ABOUT !

The "Why Hasn't Anyone Told Me This Before?" Workshop

"The Five Deadly Threats Killing Every Estate..."

Location:

Red Ox Supper Club & Lounge
2318 S. Oneida Street
Appleton, WI 54915

Time:

4:00 PM
Tuesday* or Wednesday*
November 29th November 30th

* Complimentary dinner will be served.

...and The Simple Ways to Avoid Them!"

"I absolutely PROMISE there will be NO high pressure and you will NOT be asked to buy anything at this workshop - it is educational only!" Call: 380 - 9411 to RSVP.

SPECIAL BONUS - All attendees will receive FREE REPORT #1: "What Lawyers Don't Want You To Know About Trusts" and FREE REPORT #2: "How To Stop Taxing Social Security Income". However, seats are limited at this location and you must RSVP for tickets.

RSVP in the next 3 days and I'll send you the Special Report "Lies My Banker Told Me", absolutely FREE. This informative report explains *how banks really work, why banks have the nicest and tallest buildings, and how to beat them at their own game!* Call: 380 - 9411 to reserve your tickets. There's nothing to lose, so why not do it TODAY while it's fresh in your mind?

Remember seating is very limited.
For your free report and to reserve your tickets, call: 380 - 9411

HERBERT C. LIEBMAN, III
GREGORY B. CONWAY
THOMAS M. OLENICZAK
FREDERICK L. SCHMIDT
JEROME E. SMYTH
R. GEORGE BURNETT
GREGORY A. GROBE
TORI L. KLUSS
ROBERT M. CHARLES
BRICK N. MURPHY
TONY A. KORDUS
SARA E. RAMAKER
PAULA J. LYNCH
JODI L. ARNDT
DERIC P. DUQUAINE
MICHELE M. MCKINNON
DAVID H. WEBER
KRISTEN M. HOOKER
DAVID L. LASEE
JENNIFER T. OLSON

A Wisconsin Service Corporation
ATTORNEYS & COUNSELORS AT LAW
231 SOUTH ADAMS STREET
GREEN BAY, WISCONSIN 54301
P.O. BOX 23200
GREEN BAY, WISCONSIN 54305-3200

December 13, 2005

Retired:
J. MICHAEL JERRY

COMPLAINT # 35

Cathleen Dettmann
State Bar of Wisconsin
5302 Eastpark Boulevard
Madison, WI 53718

RE: Protect the Practice of Law

Dear Cathleen:

What follows are a couple of examples regarding what may constitute unauthorized practice of law. We represent a very sophisticated corporate client with in excess of \$3 Billion in sales so you would think would have no trouble finding the lawyers necessary to stay out of trouble, but several years ago its Big Four accounting firm advised it to move all of its patents into a newly created subsidiary (wholly owned by the parent) in Minnesota where there is no state tax law. It then executed agreements with the subsidiary wherein the subsidiary licensed back to the parent the right to practice the patent for royalty. The royalty payments were paid to the subsidiary, but taxes were avoided on that income at least in Minnesota, and yet all that revenue returned to the parent at the end of the year tax free.

PATENT TRANSFERS

The Big Four accounting firm did all of the drafting of the legal documents necessary, and did not inform the parent that by splitting the patent in the manner described above, i.e., ownership in one place but the right to practice in another, the parent had lost its right to bring infringement actions under the patent. In subsequent patent litigation, this turned out to be several million dollars. While all of the Big Four accounting firms have people on staff with law degrees, they generally are not authorized to practice in Wisconsin and cannot see beyond the tax planning what collateral implications might flow from what they are recommending.

OVERSEAS SUBSIDIARIES

We have another client to whom it was recommended by its accounting firm that they establish overseas subsidiaries to transact certain parts of its business and again to avoid U.S. taxes. Here again, the accounting firm did all of the document drafting. When problems arose, we first saw

December 13, 2005

Page 2

the documents and they were totally inadequate to be useful in U.S. litigation, and as a result again the client lost money.

FINANCIAL ADVISORS

We have seen numerous cases of financial advisors urging clients who do not have a lot of cash to make stock of other investments with money from their 401K. Two problems emerge here.

1. The 401K becomes heavily non-diversified because the broker is pushing whatever he is being told by his New York office; and
2. The client thinks he is making an investment which will be taxed at the capital gains rate simply because he is buying stock. What he does not understand because the investment broker does not tell him is that when he retires and begins to draw that money out, it will come out at ordinary income rate not capital gains rate. The failure to give this competent advice may be driven by the broker's desire to get his commission or maybe simply because the broker himself is not familiar enough with tax implications to warn the client that if the stock he is being urged to buy goes up significantly, he will pay ordinary income rates when he cashes in instead of capital gains rates because he is using 401K funds to make the investment.

Very truly yours,

LIEBMANN, CONWAY, OLEJNICZAK & JERRY, S.C.

By: _____

Gregory B. Conway

GBC:cmd

#154089

c: Attorney D. Michael Guerin, President, State Bar of Wisconsin

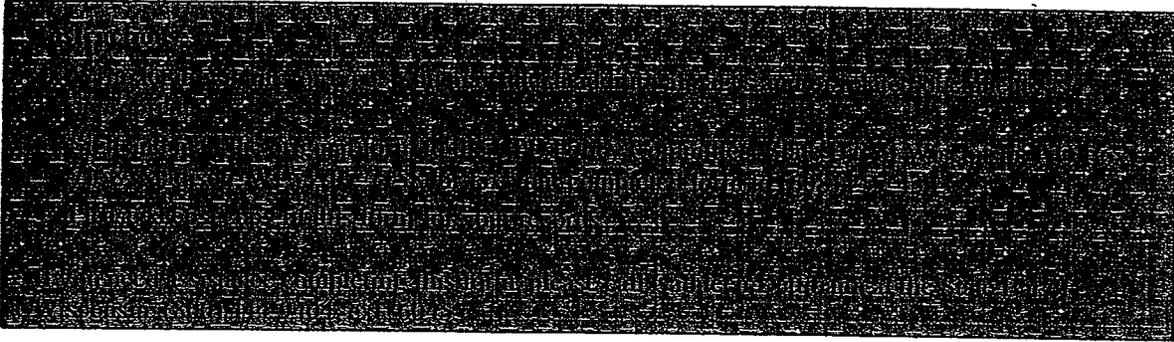


**WISCONSIN
LAWYERS**
STATE BAR of
WISCONSIN*
EXPERT ADVISERS.
SERVING YOU.

Unauthorized Practice of Law Complaint Form

COMPLAINT # 36

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.



Complainant Name (First, Middle, Last) <i>Julie A. Short</i>		Date of Birth <i>4/7/67</i>	
Address <i>Box 338</i>		City <i>F Atkinson</i>	State / Zip <i>WI 53538</i>
County <i>Jefferson</i>	Home Phone # <i>(920) 563-8891</i>	Work Phone # <i>(920) 563-9523</i>	

*≡ mail
to julie.short@
idenet.com*

Complaint Against (Name/Business Affiliation) <i>Jim Millard / The Estate Plan</i>			
Profession <i>Sales / financial planner</i>			
Address <i>819 Drumlín Dr.</i>		City <i>Oregon</i>	State / Zip <i>WI 53575</i>
County	Phone # <i>(608) 835-6903</i>		

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Address		City	State / Zip
County	Phone # ()		
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain: _____

- continued on next page -

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. Attach copies of any related documents.

See attached

2. How were you, or the person for whom you are completing this form, harmed?

I was not "harmed" but my ability to provide much needed legal services to "fix" the estate plan was significantly impeded. I expect that the people who bought this plan paid an excessive fee for ineffective documents. Mr. Millard told me the plan was expensive. My legal fees are unpaid but I do not consider that harm.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

I am more concerned about the sale of this deficient state plan by non-lawyers.

4. If yes, what was the person's response?

No response: see attached

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

- continued on next page -

6. If yes, how much was paid by and to whom? *Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.*

I do not know what was charged to the individuals who bought the estate plan and I do not know what Mr. Millard charged.

7. Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?

Yes No

8. If yes, what type of agency? *Please attach copies of the complaint, any response, and all related documents.*

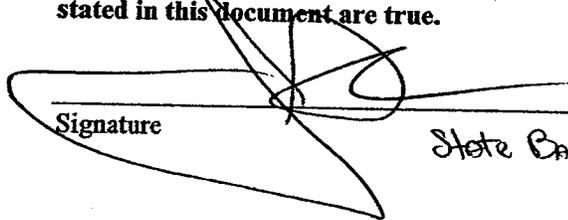
District Attorney Better Business Bureau
 Attorney General Wis. Dept. of Regulation and Licensing
 U.S. Attorney Wis. Dept. of Agriculture, Trade & Consumer Protection
 Law Enforcement/Police Other (please specify): _____

9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

Yes No

10. If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. *Please attach copies of all related documents and pleadings.*

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

 Signature _____ State Bar # 1020771 Date 10/13/05

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

ATTACHMENT TO UNAUTHORIZED PRACTICE OF LAW COMPLAINT FORM

I am an attorney who was consulted by two individuals about estate planning needs and a Marital Property Agreement, as they were planning to be married. I do not have their permission to file this complaint and therefore, I do not feel it's appropriate to disclose any of their confidential information.

Except, that in the course of working with them, I learned that one individual was sold estate planning documents by a Mr. Jim Millard, a non-attorney who works on behalf of The Estate Plan, a corporation with headquarters at 9785 Gateway Drive, Second Floor, Reno, Nevada, 89511. Their telephone number is 1-800-292-0223 or 775-828-4400, fax number is 775-828-4444. Their website is www.theestateplan.com.

I was told by Mr. Millard that the attorney who created these documents was famous and well-known and his name is Henry W. Albert, III. (I'm not sure if I have the name correct for the attorney). This attorney practices in Nevada and from the information I received from Mr. Millard, this attorney never met with the individuals who signed this plan. The forms were actually filled out by Mr. Millard, a non-attorney. Apparently, Mr. Millard's position is an Estate Plan Advisor. See letters from The Estate Plan attached. The individuals' information have been blacked out to preserve their confidentiality.

Enclosed are a few pages from the trust prepared by Mr. Millard. I did not photocopy the entire trust document. The form book sold to these individuals was quite large, although the substance of the content was minimal. The individual in particular had been sold a canned estate plan including a credit shelter trust. The assets in this individual's estate are quite modest and even after the new estate tax law changes with the decoupling of the federal and Wisconsin estate tax, there is no way, without involving a huge unpredictable windfall, like, for example, winning the lottery, that this estate would ever have been taxable. The extra work and expense involved with the use of a credit shelter trust for this individual is completely inappropriate.

Unfortunately, by the time I reviewed the case, the individual's previous spouse had died and a large portion of the trust was irrevocable. I tried to determine whether or not the trust was funded. Mr. Millard, who attended this conference with these individuals' permission, emphatically told me everything was funded, but then was unable to provide me much information or documentation. I explained that the trust that was signed must split into two trusts and that one trust would be irrevocable. Mr. Millard was very upset at this statement and indicated that wasn't necessary. I explained that this trust had not taken into account any specific laws unique to Wisconsin, the Marital Property Act, Wisconsin Health Care Power of Attorney Act requirements, and that the plan was deficient in these areas. Again, I was told by Mr. Millard that wasn't true, even though Mr. Millard was not an attorney.

I initially received permission from the individual to correct his estate plan and work on marital property issues with his fiance, but after subsequent phone calls and messages left by Mr. Millard, it was clear that Mr. Millard had talked to these individuals and told them my advice was

incorrect, inappropriate and as a result they withdrew from my representation.

I am not filing this complaint because there's an unpaid bill. I do not care if the bill is ever paid. I do not have a problem with a client using another licensed attorney estate planner other than myself. The problem in this case is that it appeared that these plans are being sold for large amounts of money by non-attorneys to individuals who most likely are not in need of the plan and the plan is most likely ineffectual, and potentially harmful as it appears to be drafted in accordance with Nevada law and not in accordance with Wisconsin laws. It also appears that these individuals never consult with an attorney, but only an "Advisor" when working on these forms.

I am unaware if Mr. Millard has sold any of these plans to other individuals. I expect that he has. I'm unaware if he's continuing sales and I'm not sure if there are other advisors for The Estate Plan who are selling these plans to Wisconsin residents.

I enclose the correspondence between Mr. Millard and myself. I also enclose correspondence sent to the individuals with whom I met regarding this transaction, as well as a memo taken from one of my staff regarding Mr. Millard's initial contact with this office.

If you need any further information I will do my best to provide the information, keeping in mind that I still have a duty to preserve the confidentiality of the individuals who met with me.



CORPORATE HEADQUARTERS
9785 GATEWAY DRIVE
SECOND FLOOR
RENO, NV 89511
TEL: 800.292.0223
TEL: 775.828.4400
FAX: 775.828.4444
info@theestateplan.com
www.theestateplan.com

Mr. and Mrs. [REDACTED]
[REDACTED]
[REDACTED] Wisconsin [REDACTED]

Dear Mr. and Mrs. [REDACTED]

Congratulations! You have just taken the biggest step in organizing your estate to avoid probate and unnecessary estate taxes. There are a few areas we would like to call to your attention:

Trust Name

Henceforth, all of your assets should be held in the name of the Trust, which shall read:

The [REDACTED] Family Trust, dated [REDACTED], 2001, [REDACTED] and [REDACTED], Trustors and/or Trustees

While it is preferable to always use the full name of your trust, which most clearly identifies your trust, the name may be shortened for convenience, at times, by using "The [REDACTED] Family Trust, dated [REDACTED], 2001" or just "The [REDACTED] Family Trust."

Transfer of Assets

For your Trust to be effective, you must transfer all your assets into the Trust. Assets left outside the trust may be subject to probate. We recommend that you hold the title to any personal belongings not in the Trust using the word "or," for example, [REDACTED] or [REDACTED] instead of, "and" ([REDACTED] and [REDACTED]) and use joint tenancy to avoid probate on other minor assets left outside the trust.

The ownership records of savings, securities accounts and investments with banks and other financial institutions should be changed to reflect ownership of the assets by the Trust. The transfer letters for general assets are designed to assist with these transfers.

IRA, Keogh, 401(k), Pension Plans

The Trust should not be named as the contingent beneficiary of your IRA, Keogh, 401(k), Pension and Profit Sharing Plans or most annuities. If your IRA is disproportionate to the size of your estate, consider an IRA Trust to preserve your IRA.

Insurance Policies

Your revocable living trust should be named as the beneficiary of your life insurance policies which are not owned by an irrevocable life insurance trust. For your irrevocable life insurance trust, known as the Preservation Trust, to function properly, the ownership and beneficiaries of your life insurance policies must be transferred to the Trust.

Letters of Transfer

We have provided you with letters to transfer your assets into your Trust. These are located in the front pocket of your Binder. There are three (3) types of transfer letters: One for general assets, excluding real estate, a second for life insurance, and a third for non-qualified annuities. For those clients who have purchased an irrevocable trust, a letter is provided for each irrevocable trust. Each letter is identified at the bottom of their respective pages. Identify the financial asset, i.e. "Insurance policy #57640" and mail each letter to the appropriate financial institution. In some cases, the financial institutions will respond with their own forms. Do not delay - complete and forward the forms. Failure to do so may result in probate.

Transfer of Real Estate

Title (not mortgages) to real estate should be transferred to the Trust. This requires rewriting and recording new deeds for each piece of property. To transfer your title, you will need the following information: the exact way in which title is presently held, the precise legal description, the property tax assessor's identification number, if any, found on your property tax bill, and the common street address of the property.

Revocable vs. Irrevocable

Your Living Trust is **revocable** (changeable) until a Trustor dies. At that time the B part (the deceased Trustor's share) of the Trust becomes **irrevocable**.

Tax Identification Number

As long as your Living Trust is **revocable**, you may use your social security number as the "Trust" Tax Identification Number. If you are married, only one social security number, either husband's or wife's, is acceptable. You will need to obtain a tax identification number (use IRS form SS-4) when part or all of the trust becomes **irrevocable** as described above and the irrevocable Trust retains assets.

1041 Trust Tax Return

A 1041 Trust tax return should be filed only when the Trust or a part of it becomes **irrevocable** as described above. As long as your trust is **revocable**, Congress has directed, and the Treasury Department has confirmed, that a 1041 tax return need not be filed. See Treasury Regulations [Regs. Sec. 1.671-3(a)(1)].

Trust Copies

Some financial institutions may wish to see your Trust document. Often, they need to see only the first page, execution (last) page and "Powers of the Trustee." The "**Abstract**" of your Trust will often be accepted in place of the Trust document. Always try it first. It contains the essential information that most financial organizations are looking for when they ask for a copy of the Trust. Be sure your Trust is returned to you immediately.

Durable Powers of Attorney and Living Wills

There are two different Durable Powers of Attorney for each Trustee. One is a Durable Power of Attorney for Assets that allows your appointed agent to take care of property which may be outside of your trust at the time of incapacity. The other Durable Power of Attorney is for Health Care and allows your appointed agent to make medical decisions in the event of your incapacity. There are no expiration dates on either document, so they will be valid until you revoke them in writing.

The Living Will is your declaration that you do not wish life sustaining procedures be used to prolong your life where there is no hope of recovery. While you are competent to express your desires, you may renounce this declaration at any time, or give any other directions you may wish regarding medical treatment. Like the Durable Powers of Attorney, this Declaration has no expiration date and will be valid until revoked.

In order to be effective, these documents must be signed. For those documents that must also be notarized, space has been provided on the document. Those documents requiring witnesses, likewise have places provided for their signatures. Please be sure that all places for signature, notarization, and witnessing have been completed.

Place these documents behind the appropriate tabbed divider for easy reference. An additional copy has been provided which can be kept in a safety deposit box or other location where you keep your important documents.

Update Your Trust

From time to time you may want to change your trust. Changes to the Trust are made by signing an amendment. Certain changes may require that you also alter your Will. A Will is changed by signing a new Will. The Pour-Over Will provides for distribution of property outside the Trust in to the Trust. It is important to be aware, however, that assets left out of the Trust must go through probate before they can pour into the Trust.

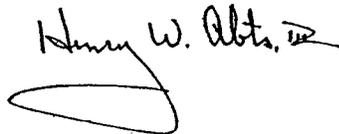
If you amend the Allocation and Distribution provisions or other essential provisions of your Trust after the Will is signed, and do not sign a new Will, some state courts may not recognize the validity of the Will.

While there are fewer technical requirements for the amending of a Trust versus creating and executing a Will, both should be done with care. We suggest that you discuss proposed changes with your Estate Plan advisor and attorney.

One last thought. No plan remains static - life and laws change. Changes in the value of your assets or in your family, coupled with any changes in your own objectives, or a move to another state, should be cause for review. At the same time, we recognize the impact of our ever changing state and federal laws, and shall attempt to advise you periodically of recommended changes to keep your Estate Plan current and to utilize every option available. We feel this latter goal is an invaluable on-going service we offer our estate planning clients.

If you have any further questions, please let us know - we stand ready to serve you.

Sincerely,

Henry W. Alts.

The Estate Plan.

Reimbursement of Guardian's Expenses

The Trustors do not desire that the Guardian of any minor Beneficiary should incur personal expense for the support of such Beneficiary. The Trustee is authorized to distribute funds from such Beneficiary's share for the purpose of reimbursing such Guardian for reasonable expenses incurred in accommodating such Beneficiary.

Occupancy of Residence

The Trustee may permit any Trustor Beneficiary to occupy rent free any residence constituting a part of the assets of a Trust for such Beneficiary and: to pay the real estate taxes thereon; expenses of maintaining said residence in suitable repair and condition; and to pay hazard insurance premiums on said residence; provided, however, the Trustee shall not exercise this power in any way which would deprive either Trustor under this Trust of the beneficial enjoyment of the Trust and either Trustor shall have the right to limit, restrict or terminate the Trustee's exercises of this power if it interferes with such beneficial enjoyment.

Either Trustor shall further have the right to sell any residence constituting a part of the Trust Estate or Trust B and buy another of the same or lesser value, or exchange any residence constituting part of the said Trust Estate for another; any excess value not used to acquire the new residence becoming part of the said Trust Estate.

Discretionary Dissolution of Trust

If at any time any Trust created in this Trust Agreement has a fair market value, as determined by the Trustee, of fifteen thousand (\$15,000) dollars or less, the Trustee, in the Trustee's absolute discretion if the Trustee determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income Beneficiary, the Trustee shall make such distribution to such income Beneficiaries in the proportion in which they are Beneficiaries or, if no proportion is designated, in equal shares to such Beneficiaries.

DEATH OF TRUSTOR

Upon the death of either Trustor the Surviving Trustee shall divide and allocate the Trust Estate into two (2) separate shares as described in the following section. This division shall include any property which may be added from the deceased Trustor's general estate. One share shall be designated as Survivor's Trust A and the other share shall be designated as Decedent's Marital Share, Trust B.

Survivor's Trust A

Survivor's Trust A shall consist of the Survivor's one-half (1/2) interest in the commonly owned property, marital property, deferred marital property or community property, quasi-community property and all other property included in the Trust Estate as the separate property of the Surviving Trustor. Upon division into shares at the death of a Trustor, Survivor's Trust A shall remain revocable by the Surviving Trustor during the life of the Surviving Trustor. Upon the death of the Surviving Trustor this share shall become irrevocable.

Any property not allocated to the Decedent's Marital Share, or otherwise allocated by the provisions of this Trust at the death of the first of the Trustors to die, shall be allocated to this Survivor's Trust A.

Decedent's Marital Share

Decedent's Marital Share shall consist of the Decedent's one-half (1/2) interest in the commonly owned property, marital property, deferred marital property or community property of the Trust Estate, one-half (1/2) interest in the deferred marital property or quasi-community property and all other property included in the Trust Estate as the Separate Property of the Decedent Trustor. Decedent's Marital Share shall be placed into Decedent's Trust B. Upon creation of such Trust shares, Decedent's Trust B is irrevocable.

The Surviving Trustee shall have the sole discretion to select the commonly owned, marital property, deferred marital property, community and quasi-community assets or the proportionate share of any such assets which shall be included in the Decedent's Trust B. The

If the Surviving Trustor shall not disclaim his or her entire interest in an asset of the Trust Estate, such partial disclaimer shall act as an amendment of this Trust, and the Trustee shall abide by the terms, provisions and limitations contained therein. To the extent necessary to comply with the requirements of state or federal law, the Trustee is empowered to make specific amendments to this Trust and its provisions to give effect to the terms of a qualified disclaimer by the Surviving Trustor, except that no such amendment(s) may amend any Trust that has become irrevocable due to the death of a Trustor.

Division of Marital Share

The marital share shall be divided and administered as follows: an amount equal to the exemption equivalent available by reason of the unified tax credit available under Internal Revenue Code Section 2010 or any successor or modified version of that Section (reduced by any such credit applied to life-time transfers) shall be placed in Decedent's Trust B and shall be administered under the terms of Trust B as hereinafter set forth (Decedent's Trust B), and any amount of the marital share exceeding the amount allocated to Trust B shall be administered under the terms of Trust A as hereinafter set forth.

The assets allocated to Decedent's Trust B shall include amounts held by the Decedent Trustor in IRA or other retirement plans, and which have been disclaimed in favor of said Trust B by the Surviving Trustor. As to such assets in Trust B, the terms of Trust B shall be irrevocable, and the Surviving Trustor shall be the irrevocable lifetime beneficiary thereof. The Successor Trustee is given the authority by the Trustors to amend the said Trust B as necessary to conform it to the appropriate laws and regulations, now and in the future, that apply to a trust named as a beneficiary of such a retirement account, so as to retain all options for the settlement thereof as if the Surviving Trustor were the direct beneficiary, as may be prescribed by the Internal Revenue Code and related laws and regulations.

A discharged or resigned Trustee shall serve as Trustee until a successor shall accept office, and shall execute all instruments and do all acts necessary to vest title of the Trust Estate in the Successor Trustee without court accounting. However, any discharged Trustee shall have authority to apply to a court of competent jurisdiction to ensure that a Successor Trustee is appointed.

In the event the Surviving Trustor serves as Trustee of decedent's Trust B, the Surviving Trustor shall have no authority to change the Beneficiary designation on any insurance policies or other property whatsoever held in the Decedent's Trust.

Trustee Compensation

No Trustor shall receive compensation for services as Trustee.

Any Successor Trustee shall be entitled to reasonable compensation for their services, which compensation shall be commensurate with comparable charges for similar services made from time to time by corporate Trustees in the geographic area in which the Trust has its principal situs for administration. The Trustee shall also be entitled to reimbursement for expenses necessarily incurred in the administration of the Trust Estate. No Trustee shall be required to accept compensation for their services. No duty to pay compensation or reimbursement to any Trustee shall arise unless and until that Trustee has submitted a request or billing for compensation or reimbursement.

Competency Clause

The Trustors hereby provide that two (2) designated licensed physicians shall be authorized and empowered to determine the competency of any Trustor or Trustee of this Trust Agreement. One of the physicians to determine competency shall be the attending physician of the Trustor or Trustee whose competency is to be determined. The second physician shall be appointed by said attending physician.

The appointed physicians shall confirm in writing the incompetency or competency of the appointing Trustor or Trustee, and their joint decision thereon shall be binding upon the Trustors, Trustees and Beneficiaries of this Trust.

VANCE WILCOX SHORT & SHORT SC
P O BOX 338
FORT ATKINSON WI 53538-0338
PHONE 920 563 9523
FAX 920 563 9528
MEMO

TO: JAS/Angie
FROM: DM
DATE: July 5, 2005
RE: Jim Millard (EP [REDACTED])

MIS
AC job

I spoke first with Jim Millard of Oregon, Wisconsin, before I gave him to Angie to make an appointment with JAS.

Jim said he has [REDACTED] in [REDACTED], and Jim was instrumental in drawing up an A-B Trust for the uncle. He worked for (I think) and with a great estate planner in Nevada. He got John Short's name from Jan Tabor, who works with the great estate planner.

[REDACTED] wife passed away about a year ago.

He is getting married early in August.

[REDACTED] needs help in "funding trust B" to protect [REDACTED] children from the new wife, etc etc.

J

VANCE, WILCOX, SHORT & SHORT, S.C.

Attorneys at Law
79 N. Main Street
P.O. Box 338
Fort Atkinson, WI 53538-0338

James J. Vance
Bradford W. Wilcox
John H. Short
Julie A. Short
Angela M. Frozena

Phone: 920-563-9523
Fax: 920-563-9528
E-mail: vwssc@idcnet.com

July 19, 2005

[REDACTED]
[REDACTED]
[REDACTED] WI [REDACTED]

RE: Estate Planning

Dear [REDACTED]

This will confirm my telephone conversation with you on July 19th, wherein I informed you that [REDACTED] has decided not to use my legal services.

As you may recall, I met with you initially on July 14th to discuss with you and [REDACTED] your goal to have a marital property agreement and estate plan that would protect your children from being disinherited after your marriage to [REDACTED] on August 6th, 2005. I made several recommendations about a trust, marital property agreement, and powers of attorney. You indicated to me your desire to have those documents drafted.

[REDACTED] indicated that billing for the services should be sent to him and you consented to that. You also consented to a mutual representation agreement. As you requested the documents be done prior to August 6th, I spent the morning of July 19th working on the documents and then called [REDACTED] to discuss an issue regarding his real estate. At that time he informed me he no longer wanted to use my services as he felt I was giving him improper legal advice solely for the purposes of inflating my fees. As I discussed with you, I feel [REDACTED] is having a hard time accepting the fact that his nephew sold him an estate plan, which he paid a lot of money for, which did not do what he was promised it would do.

I also told you that I strongly advise that you get legal representation to deal with the marital property issues that are going to occur with your marriage. You indicated that you will be seeing your attorney who works with Sam Soffa in Whitewater, and I strongly recommend that you see him as soon as possible.

In order for you to ensure that your individual property passes to your children, you and [REDACTED] will need to sign a marital property agreement that effectuates that designation. I strongly recommend that you consider a living trust to pass your estate to you children outside of probate. I also strongly recommend that you complete up-to-date healthcare powers of attorney and

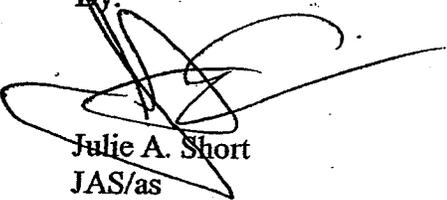
financial powers of attorney. You indicated you wanted your daughter to serve as alternate agent in both documents and [REDACTED] consented to her being designated, rather than himself, as he believed he would have no problem working with any of your children, should that issue arise.

When you see Mr. Soffa please tell him I said hello, and I hope his daughter is still pursuing a successful artistic career.

You are a lovely lady and I really enjoyed talking with you. I wish you and [REDACTED] all the best and much happiness.

Sincerely yours,
VANCE, WILCOX, SHORT & SHORT, S.C.

By:



Julie A. Short
JAS/as

VANCE, WILCOX, SHORT & SHORT, S.C.

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E-mail: vwssc@idcnet.com

July 20, 2005

[REDACTED]
[REDACTED]
[REDACTED] WI [REDACTED]

RE: Estate Planning

Dear Mr. [REDACTED]

This letter will confirm that I met with you together with [REDACTED], Jim, as well as your fiancé, [REDACTED], on July 14th of 2005. I consulted with you and Jim together, and then I consulted with you and [REDACTED] together, and [REDACTED] and [REDACTED] consented to have Jim present during that conference.

During that time we discussed estate planning, and specifically the need to plan for the effect of the Marital Property Act on your assets after you marry on August 6, 2005, as you both want to pass all of your assets to your own children and not each other upon death. I recommended that you complete a marital property agreement, that you each have an individual trust that leaves property to your children from your previous marriages, and up-to-date financial powers of attorney and healthcare powers of attorney. I discussed the need to review your actual estate plan documents and other financial documents to determine what, if anything, needs to be done with the [REDACTED] Family Trust you completed in 2001. I told you my hourly rate was \$150 per hour, and I told you that for drafting estate plan documents I charge a flat fee. I gave you, without reviewing the trust, a preliminary estimate of \$1,000. I also discussed the need for mutual consent for mutual representation. Everyone agreed that it would be a good idea, and I was going to send along a mutual representation agreement for you to review and sign.

As your wedding is August 6, 2005, you wanted to have all these documents done prior to that time, and you asked me if I could do that. I agreed that I could. On Monday, July 18 [REDACTED], Jim, dropped off your estate plan documents and gave me a letter giving me instructions contrary to what we had agreed to during our estate planning conference. I called and spoke with you. You indicated at that time that you would agree to continue representation with me and wanted me to continue with the plan we had discussed on July 14. You again expressed your concern and desire to have the plan completed by August 6. I confirmed that I believed I could do so.

Jim

The morning of July 19th, I spent the entire morning reviewing your estate plan documents and working on the documents that we discussed. I began a draft of a marital property agreement as well as healthcare powers of attorney and trusts. I spent the bulk of the morning reviewing the trust that you have with "The Estate Plan." Contrary to what [REDACTED] has told you, according to the terms of this trust, now that [REDACTED] has passed, it must split into two trusts. There are no exceptions, unless the trust can be dissolved because it has assets less than \$15,000.

I reviewed the Wisconsin Statutes and determined a court action may be necessary in order for you to **not fund** the "B" Trust. I reviewed the documents you gave me regarding your finances, and determined there is a chance that we could argue that your house is **not** in the trust and, therefore, the "B" Trust could be left unfunded, and the "B" Trust could then be dissolved because it would have less than \$15,000 of assets. This, however, may create an issue with your title insurance and the sale of your residence as you would want title to your home in your name and not in the trust.

When I tried to discuss this suggestion with you, you indicated that you wished to terminate my services, that you felt your current estate plan is completely appropriate, that you spent a lot of money for the plan, and that you felt that I was giving you advice that was unduly complicated solely for the purpose of inflating my fees. Clients may always choose whom they use to represent and can always choose whether or not to use legal services. Therefore, my representation of you has terminated. [REDACTED] has also decided to use her own attorney from Soffa Law Office in Whitewater, rather than continue with my services, though she indicates that she was not unhappy with any opinions I had provided.

I put your case on priority over other good paying clients, and worked on your file instead of being home with my two children as I usually do each morning, because you emphasized, not once, not twice, but on **three** separate occasions, that you really wanted to have these documents completed prior to August 6, 2005, and I agreed to make that happen.

As a consequence, though you terminated my representation effective July 19, 2005, you are being billed for the work I have done up to the time of our phone call when you terminated my services. My bill to you is enclosed, and I expect immediate payment. In the meantime, you may come and reclaim your estate plan binder at any time.

I feel it's my obligation to advise you that the estate plan that you have completed will not address the marital property issues that will occur with your marriage to [REDACTED], whatsoever. Your powers of attorney are outdated and ineffective on many needed provisions. The trust is not fully funded and without proper work being done, if you pass away, and if for any reason there's a problem with administering the assets of your estate, your heirs could have some difficult legal challenges ahead of them. Without careful planning, your estate may go through probate because of the marital property interest you will acquire in [REDACTED]'s property after you are married.

I strongly encourage you to see another attorney and get a second opinion about your estate plan. I highly recommend Attorney Henry B. Miller in Jefferson, Wisconsin. Perhaps you will find him easier to work with.

I feel that by firing me you are simply shooting the messenger. I worked very hard to attain the level of expertise and knowledge that I have. My reputation in this community is excellent and my fees are the most reasonable in this area, and I never, ever, over-bill.

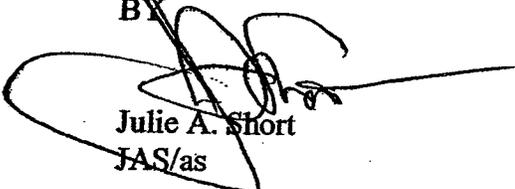
It's too bad that you have paid a lot of money for an estate plan that needs revision. The advice I gave you stands. It is my legal opinion that you need to have you entire estate plan redrafted, otherwise your goals of having your estate kept separate from [REDACTED]'s and passing to your children will simply not be met. There are other issues that will also arise which are not addressed in your health and financial powers of attorney that could cause enormous problems.

[REDACTED] is a lovely woman. I wish you many years of happiness together. I wish you the best of luck and hope someday you will see the wisdom of the need for some legal work to attain your goals.

Sincerely yours,

VANCE, WILCOX, SHORT & SHORT, S.C.

BY



Julie A. Short
JAS/as

VANCE, WILCOX, SHORT & SHORT, S.C.

Attorneys at Law

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August 9, 2005

James Millard
819 Drumlin Dr.
Oregon, WI 53575

Mr Millard:

You are not the client and the issue of this billing is simply not your issue to address, whatsoever. I find it very interesting that throughout this letter you mentioned "we requested" and representation of "we" or "us". It was your uncle and his fiance who were seeking legal advice.

Many times clients come to my office perceiving that they have a particular issue or legal document that needs to be prepared. I am not a scrivener. I do not prepare documents unless I feel they are legally necessary. As an Elder Law attorney, one of my obligations when meeting with clients is to advise them of all legal issues that may be affecting the particular issue they are asking me to address, even if the clients do not know the issues exist.

Unfortunately, it is clear to me that you have no understanding, whatsoever, of the complexity of estate planning or marital property law. In fact, it appears to me that you sold an ineffective estate planning product to [REDACTED] which was expensive, per your own statements.

I am responding to this letter in response to your extortionate allegations, essentially telling me that I am not to bill for my services or you will turn me in to the County Board of Attorneys for Professional Responsibility, and send a letter to Mulberry Glenn about comments I made about that facility. Again, your ignorance is evident. There is no County Board of Attorneys for Professional Responsibility. The organization is a State organization. It's the Office of Lawyer Regulation and I welcome you to send them a letter regarding our interactions. Your sale of those legal trust documents to your uncle and other individuals was most likely the unauthorized practice of law. If it wasn't and there was an attorney involved, that attorney is clearly providing incomplete and incorrect legal advice.

Regarding our consultation, a Marital Property Agreement must address whether or not parties want to address what happens to their property upon death. Thus, I explained the options to your uncle and Luella, including powers of attorney, wills and trusts. Our discussion did turn to issues of long-term care as there were questions about whether or not your uncle's estate plan would assist him in preserving his assets in light of nursing home care.

I indicated to your uncle that gifting for medical assistance purposes is a strategy that I usually only recommend when a nursing home stay is imminent. Given the current flux in the law, (for example, Medicare Part D. to begin next year), I do discourage clients from giving money away, especially in a situation like ██████████ where it is clear that if the long-term care issue arises he will need his own financing in order to ensure that he has access to a long-term care facility of his choice.

As to the statement that I advised ██████████ to put half of his airport business in ██████████ name, it's simply and completely not accurate at all. I never made such a statement.

I did not communicate with you when you stopped in by the office because you did not stop in and make an appointment, which I require. I didn't talk to you because I was not available. You were not brushed off. You were told to make an appointment. You did not make an appointment when you brought your letter to the office and demanded to see one of my partners.

The issue of this bill is not your issue for the reasons I stated before. The fees were appropriately billed and the services were appropriately provided. As for your threats, for your reference, I've included the address and contact person for the Office of Lawyer Regulation, if you choose to go forward with your threat:

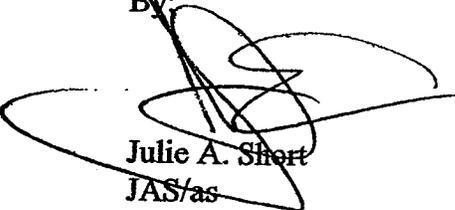
Office of Lawyer Regulation
110 East Main Street, #315
Madison, WI 53703-3383
Phone: (608) 267-7274
Director: Keith L. Sellen

Also, I never said that Mulberry Glenn killed someone. I did say that I was aware of a situation in which someone received substandard care, and that is a fact that already was brought to Mulberry Glenn's attention. If you choose to correspond with them, I, of course, would be happy to discuss that issue with them at any time, as I know any facility in the long-term care business will want to ensure that it's employees are providing the best care possible to their residents.

Any further extortionate letters will be referred to the District Attorney of Jefferson County.

Sincerely yours,
VANCE, WILCOX, SHORT & SHORT, S.C.

By:


Julie A. Short
JAS/as



Unauthorized Practice of Law Complaint Form

COMPLAINT # 37

Please use this form to report examples of how the unauthorized practice of law has harmed you or another individual.

Instructions:

- Fill in the fields below (use the Tab key to move between fields). You may attach additional pages and/or related documents as appropriate.
- Sign and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or fax your completed form to (608) 257-4343.
- Please keep a copy of this form for your records.

If you need assistance completing this form, please call Cathleen Dettmann at the State Bar of Wisconsin, (800) 444-9404, ext. 6045.

Complainant Name (First, Middle, Last) Sandra Cardo Gorsuch		Date of Birth 12-06-1962	
Address P.O. Box 417	City Reedsburg,	State WI	Zip 53959
County Sauk	Home Phone # 608-524-6338	Work Phone # 608-524-1814	

Complaint Against (Name/Business Affiliation) Mark Hoof			
Profession Funeral Director			
Address 312 N. Park Street	City Reedsburg	State WI	Zip 53959
County Sauk	Phone # 608-524-2337		

If you are filing this complaint on behalf of another individual, please provide the following:

Your Name			
Address	City	State	Zip
County	Phone # () -		
Relationship to Complainant?			

May the State Bar of Wisconsin's Unauthorized Practice of Law Committee contact you and/or the complainant directly?

Yes No Please explain: Page D-200

– continued on next page –

1. Describe the incident you are complaining about in detail. Include as much specific information as possible, making sure to note the facts and pertinent dates. Use a separate sheet if necessary. *Attach copies of any related documents.*

See copy of letter dated January 12, 2000, attached.

2. How were you, or the person for whom you are completing this form, harmed?

See copy of letter dated January 12, 2000, attached.

3. Have you or another person spoken to the person about whom you are complaining regarding the incident?

Yes No

4. If yes, what was the person's response?

5. To your knowledge, has anyone paid for the services about which you are complaining?

Yes No Don't know

– continued on next page –

6. **If yes, how much was paid by and to whom? Attach copies of any fee agreement, invoices, billing statements, cancelled checks, or other documents showing payment.**

7. **Have you filed a complaint about this problem with any law enforcement agency, prosecuting attorney, or consumer protection agency?**

Yes No

8. **If yes, what type of agency? Please attach copies of the complaint, any response, and all related documents.**

- | | |
|---|---|
| <input type="checkbox"/> District Attorney | <input type="checkbox"/> Better Business Bureau |
| <input type="checkbox"/> Attorney General | <input checked="" type="checkbox"/> Wis. Dept. of Regulation and Licensing |
| <input type="checkbox"/> U.S. Attorney | <input type="checkbox"/> Wis. Dept. of Agriculture, Trade & Consumer Protection |
| <input type="checkbox"/> Law Enforcement/Police | <input type="checkbox"/> Other (please specify): |

9. **To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?**

Yes No

10. **If yes, please state in what court, the names of the parties, any case or court number, and the action's current status. Please attach copies of all related documents and pleadings.**

I affirm that I have read this report and affirm to the best of my knowledge and belief the facts stated in this document are true.

Sandra Cards Gorsuch

Signature

10/19/2005

Date

Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158

Cardo Gorsuch Legal Services

Sandra Cardo Gorsuch
Attorney at Law
212 North Walnut Street
P.O. Box 417
Reedsburg, Wisconsin 53959

Telephone 608-524-1814
FAX 608-524-4647
E-Mail: cgls@mwt.net

January 12, 2000

Department of Regulation & Licensing
1400 East Washington Ave.
Box 8935
Madison, WI 53708-8935

RE: Mark Hoof
Funeral Director

Ladies and Gentlemen:

I am sending this letter as a concerned member of the community. Mark Hoof is a funeral director, who operates one of the two funeral homes in our small city. Because of the size of our town there are often activities that become known to me even though I am not personally involved in them. As an attorney who deals with estate planning, probate and real estate on a regular basis I have several clients who have also been clients of Mr. Hoof.

Recently a client of mine came in to talk with me about some advice she had gotten from Mr. Hoof. Her husband had just been admitted to a nursing home. Mr. Hoof had advised this woman to go cash in her IRA's and buy funeral trusts with the money. I felt that this was something that went way beyond the realm of his profession. It was not only bad advice, but it was obviously self-serving. Luckily for this client, she stopped to check it with me first. Had she taken his advice, she would have unnecessarily incurred a substantial income tax obligation.

I am also informed that Mr. Hoof has advised other clients to cash in life insurance policies and use the proceeds to buy funeral trusts. I have known of situations where Mr. Hoof has gained the trust of vulnerable, elderly individuals and then obtained powers of attorney from them. I do not necessarily know that he has abused his power in any of these situations, but I again think this goes beyond his professional responsibility.

There have been a number of instances where Mr. Hoof has given what I consider to be legal advice to his clients as well. To the best of my knowledge, it is not legal for anyone in this state to practice law without a license. We have

learned through mutual clients that he routinely takes people to the courthouse after the death of a spouse and assists them in filling out the forms required to transfer real estate to the surviving spouse. These people have subsequently come to my office for other purposes and informed me that Mr. Hoof told them that they have no estate to administer, that he has taken care of everything necessary.

My problem is not so much that he has given improper advice, but that he is giving people this kind of assistance at all. It feels like he is gaining the complete trust of people by virtue of the power he has in their lives at a particularly susceptible time. Whether or not he is abusing this power is unknown to me, but there is certainly plenty of opportunity for him to do so.

I am somewhat hesitant to send this letter, as I am in a position to have the need to work with Mr. Hoof on occasion. I do not wish him any ill will or want to cause him any problems. What I do want is to protect the people in this community who may be particularly prone to become targets of an abuse of power by someone in this kind of position.

If your agency is able to in some way investigate this situation and take whatever steps are appropriate to rectify the situation, I would be appreciative. I will be happy to help in whatever way I can.

Sincerely yours,

Sandra Cardo Gorsuch