

EXHIBIT D



**WISCONSIN
LAWYERS**
EXPERT ADVISERS.
SERVING YOU.

Unauthorized Practice of Law Complaint Form

COMPLAINT # 1

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	
Address		City	State Zip
County	Home Phone # ()	Work Phone # ()	

Complaint Against (Name/Business Affiliation)			
Profession			
Address		City	State Zip
County	Phone # ()		

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

Your Name			
Attorney Andrew G. Falkowski, Shanebrook & Falkowski Law Office, LLP			
Address		City	State Zip
120 N. Main Street, Suite 310		West Bend	WI 53095
County	Phone #		
Washington	(262) 338-1750		
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?

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 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.

Andrew S. Falluti
Signature

3-31-06
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

**Shanebrook
&
Falkowski**
Law Office, LLP

*Elaine A. Shanebrook
Andrew G. Falkowski*

120 N. Main Street, Ste. 310, P.O. Box 87, West Bend, WI 53095

262-338-1750
Fax-262-338-1760

**Unauthorized Practice of Law
Complaint Form**

I have been practicing law since September of 1998. Our law firm practice is focused in the fields of estate planning, probate and trusts, elder law and real estate. During my 7 ½ years of practice, I have seen some extremely troubling circumstances and cases which I believe could/should constitute the unauthorized practice of law. I write this letter to support the State Bar Association in its efforts to better define the unauthorized practice of law and to share some specific examples of the abuses that this unregulated and unenforced practice can have on the public at large.

1. We had an 80 year old client who had signed an Irrevocable Life Insurance Trust with a Chicago based company. Initially, he came to our office to review his estate plan at the bequest of his children. He came in with a large binder with multi colored tabs, pictures, graphs and explanations. It was a very complex estate plan for a man with a modest home and a small estate. All of his Power of Attorney documents, his Trust and his Will were not "Wisconsinized." By that, I mean they contained legal terms that were not part of the State of Wisconsin probate code or in common usage among Wisconsin attorneys.

In addition, we found that he had conveyed his house into an Irrevocable Trust. He was no longer the trustee of this trust and a Chicago trust company/bank was serving as trustee. When I explained this to him, he was shocked. When I told him that he technically could not sell his house, take a mortgage out on his house, or make decisions about his house, he was confused. He told me that he had done all of this planning because the salesperson told him that this was a common estate plan and was the only way he could protect his home from the nursing home.

Once we were retained, we wrote a letter to the Chicago company and threatened to report them to the Wisconsin Department of Consumer Protection/Attorney General's Office for prosecution. Upon receiving our letter, the company did agree to resign as trustee of the Irrevocable Trust and we were able to assist the client in taking back authority and control of his assets and ultimately terminating the Irrevocable Trust. It was clear that this gentleman had been specifically targeted and financially abused based on his age and his trusting nature. He did not have the money or energy at age 80 to seek a private legal remedy against this company. He was just happy that we could help him get control of his assets and set him up with a new simple estate plan.

2. In addition to elders being abused, we have also seen many preprinted estate plans used for clients who have substantial assets. There are several occasions where we have seen trusts used that have no estate tax planning provisions in them.

Currently, the State of Wisconsin has an estate tax of \$675,000 and the federal government has an estate tax of \$2,000,000. Anyone with this size of an estate should seek the assistance of a qualified estate tax planning attorney. Yet, it is amazing to see some of the poor estate plans we see drafted by "financial companies" and their "attorneys". Often, we hear that these plans are sold to people as package deals and future changes are guaranteed at low rates. Many of these plans are sold and marketed at estate planning seminars. They often come in colorful binders with tabs, graphs, testimonials and other sales and marketing items and yet the core estate plan documents are often not "Wisconsinized" and/or poorly drafted. It is clear they are preprinted documents sold by a salesperson with no real customization for the client besides their names.

These are just two examples, but it is extremely common in the field of estate planning and elder law to find this type of salesmanship and financial abuse. We find that salespeople will use the fear of nursing home bills and potential for high estate taxes as their "pitch" to sell people these often complex and poorly drafted estate plans. We doubt some of these people ever even met with a licensed Wisconsin attorney.

During my practice, I have also seen a mass increase in financial companies, insurance companies, investment firms and banks offering "estate planning services". What does this really mean? Handing out pamphlets and reading material to your financial clients or actually typing up POAs and Trusts in the back room? Is there a licensed attorney on site? Does the explaining party have a law license? Who drafts the documents, an attorney or a form book? Are reusable forms just recycled by the salesperson? Why would any licensed attorney associate his/her name with these non-attorney salespeople? (Kickbacks/partnerships, etc..) Do these non-lawyers understand that people rely on them and that there is more to legal advice than just filling in the blanks on a form? These are disturbing questions which can lead to very troubling and unintended consequences. We see this happen quite often.

3. **Overuse/oversale of annuities:** On several occasions, we have had clients meet with financial planners or insurance agents after a home or farm sale and decide (be convinced) to invest their proceeds into annuities. There is nothing per se wrong with using annuities in certain situations, but I am certain that most of these clients did not fully analyze the scope of their decision. The sad part is, the planner or insurance agent often gets paid a large commission at the time of sale and the asset may not be the best fit for the client's situation.

A question to consider: What happens if you need liquid money to pay for assisted living or nursing home care just do not seem to get asked. The salesperson and the client focus on the "big interest rate" and forget about many other important factors when making financial investments in your 70s, 80s and 90s. Annuities can be very difficult assets to deal with especially when there are surrender charges and penalties to get out of them later in life. We had one case where a client sold a farm, insisted on working with her trusted accountant/investor and ended up buying six separate annuities with her proceeds of over \$650,000. After the investor received his large \$60,000 commission, our client called him to discuss the annuities and make beneficiary changes. He would not even take her calls. Then,

State Bar of Wisconsin
March 31, 2006
Page 3

of course, she called our office all frustrated and there was really nothing we could do for her.

Discussing estate plan concepts and advising a client to seek an attorney to have their estate plan completed or updated done is one thing, but I think that many of these financial salespeople use the lure of "estate planning services" to actually sell their clients an underlying product (life insurance, annuities, long-term care policies, etc...). As expected, these financial salespeople target the elderly and most vulnerable adults and often base their sales approach on great promises and/or on the financial fears of these people.

4. **Real estate:** In my real estate practice, I often work directly with realtors and feel that some of them do an excellent job. Unfortunately, as this field is becoming more competitive and cut-throat, I am finding more and more instances where realtors actively and/or inadvertently seem to persuade people NOT to seek the counsel of an attorney in real estate transactions. This is somewhat confusing since real estate is often the largest transaction a person may make in their entire life.

I have had several clients come in after they sign an Offer to Purchase or a Listing Contract. I ask them why they did not call an attorney before signing and they tell me the same story. They usually tell me that the realtor brought the documents over after 5:00 p.m. (most law firms may close for business at 5:00 p.m.) on a workday and/or on a Saturday or Sunday and used pressure based tactics. Many people truly believe they do not have the time to seek an attorney. For instance; "you have to sign this Offer tonight, this is a one day deal from the Buyer" or "you do not need an attorney, our realty firm handles the title policy, the closing, everything".

Again, I do not think these practices are employed by all realtors, but I am seeing this more often and the definition and prosecution of the unauthorized practice of law would help. In general, I find that many realtors focus more on sales and getting to the closing than they do on actually serving all of the client's needs. The worst part about this is that the people who employ realtors often trust them and truly believe that, because realtors are licensed, they must be "experts" in real estate law and, therefore, a realtor eliminates any need for an attorney. Unfortunately, the knowledge of real estate law and house sales does not extend a realtor's knowledge to areas including; guardianships, probate, power of attorney forms, easements, capital gains tax, surveys, title insurance policies, development agreements, special assessments, condominium documents, etc...

I am currently involved in a terrible case where an 86 year old man with major health problems signed a \$3.1 million farm contract. He relied on his realtor as it was his great nephew he trusted. He ended up signing an Offer without any legal or tax counsel. The "details" on Addendum A of the Offer gave my client \$580,000 at closing and \$2.52 million on a 15 year mortgage with 0% interest. Oh, by the way, the Seller's mortgage at closing could be subordinate to the Buyer's bank loan. I do a lot of farm sales and found the terms of this Offer to be absolutely unconscionable.

State Bar of Wisconsin

March 31, 2006

Page 4

Unfortunately, our firm was hired by the client after the Offer was signed. Sadly, the 86 year old client passed away just a month after signing the Offer. According to his heirs, we know that he relied 100% on the advice and trust he placed in his great nephew, the realtor when he signed the Offer. When his family asked about seeing an attorney, the realtor told him "you don't need an attorney".

We are now working with his estate and have brought on a litigation firm to assist us in deciding if seeking court termination of this Offer is in the client's best interest. If the case would go to litigation, it could cost our client hundreds of thousands of dollars in potential litigation and expert fees. If what this realtor did to this man is NOT the "unauthorized practice of law" I do not know what is?

I have been reading commentary on the topic of unauthorized practice of law over the years in the Wisconsin Lawyer magazine and other articles. I am a strong proponent that law should be practiced by licensed attorneys. If insurance companies, financial planners, realtors and banks want to practice law that is fine, but they should have licensed attorneys and be under the same codes of ethical conduct as private attorneys are. We need to define the unauthorized practice of law and prosecute its offenders.

I do think it is the State Bar's duty to protect not only the public but the integrity of the profession as a whole. Are there bad licensed lawyers practicing? Absolutely, but, thankfully, there is an Office of Lawyer Regulation which can and does suspend and/or disbar lawyers who do not deserve to practice in our state. Where is the counter balance for those who practice law but are not licensed attorneys?

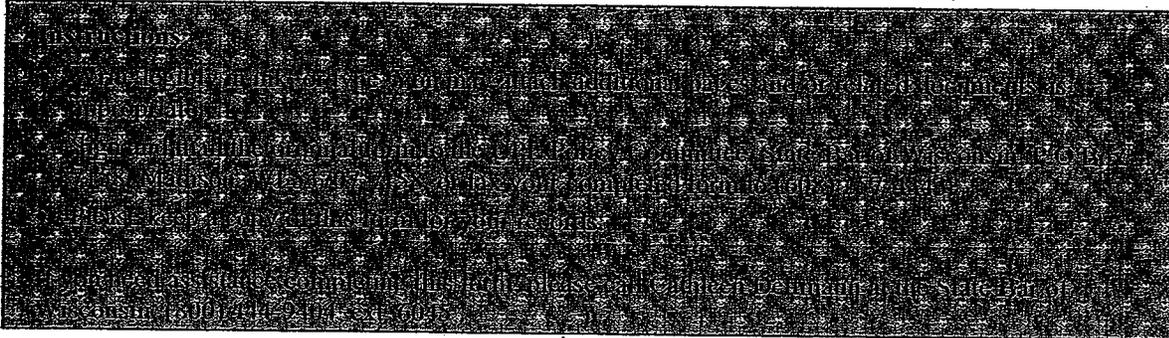
I would much rather have the State Bar spend our dues on defining the unauthorized practice of law and contributing to the prosecution of those who harm elders rather than putting up billboards and doing commercials. Just my opinion.



Unauthorized Practice of Law Complaint Form

COMPLAINT # 2

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)		Date of Birth	
Address	#2	City	State Zip
County	Home Phone # ()	Work Phone # ()	

Complaint Against (Name/Business Affiliation)			
VIRGILIO H. MONTEAGUDO			
Profession			
NOTARY PUBLIC			
Address	City	State	Zip
3126 W. OKLAHOMA AVE	MILWAUKEE	WI	53215-4332
County	Phone #		
MILWAUKEE	(414) 389-9478		

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

Your Name	BARBARA J. GRAHAM / CATHOLIC CHARITIES MILWAUKEE		
Address	City	State	Zip
2057 S. 14th ST.	MILWAUKEE	WI	53204
County	Phone #		
MILWAUKEE	(414) 643-8570, EXT 14		
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 -

Please 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.*

CLIENT IS IN US. CLIENT WAS PROTECTED UNDER "TEMPORARY PROTECTED STATUS" PROGRAM. SHE WAS HERE LEGALLY AND SHE WAS ELIGIBLE TO WORK.

MR. MONTEAGOOD RENEWED CLIENT'S WORK AUTHORIZATION DOCUMENT BUT NOT HER TEMPORARY PROTECTED STATUS

SHE IS NOW HERE ILLEGALLY AND MAY NOT WORK

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

SHE HAS LOST HER LEGAL STATUS AND SHE IS NOT ELIGIBLE TO WORK LEGALLY

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?

HE REFUSED TO ANSWER

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.

MR. MONTEAGORDO OFFERS NO FEE AGREEMENT AND NO RECEIPTS

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
- Attorney General
- U.S. Attorney
- Law Enforcement/Police
- Better Business Bureau
- Wis. Dept. of Regulation and Licensing
- Wis. Dept. of Agriculture, Trade & Consumer Protection
- 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.

Jason Bohman
Signature

March 30, 2006
Date

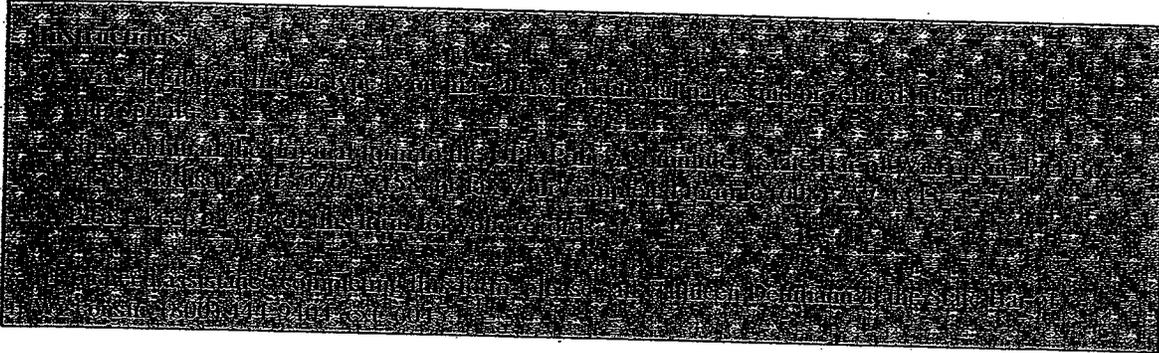
Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158



Unauthorized Practice of Law Complaint Form

COMPLAINT # 3

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)		Date of Birth	
Address	#4	City	State Zip
County	Home Phone # ()	Work Phone # ()	

Complaint Against (Name/Business Affiliation)			
VIRGILIO H. MONTEAGUDO			
Profession			
NOTARY PUBLIC			
Address	3126 W.	City	State Zip
	OKLAHOMA AVE	WI	53215-4332
County	Phone #		
MILWAUKEE	(414) 389-9478		

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

Your Name	BARBARA J. GRAHAM / CATHOLIC CHARITIES MILWAUKEE		
Address	2057 S. 14 th ST.	City	State Zip
	MILWAUKEE	WI	53204
County	Phone #		
MILWAUKEE	(414) 643-8570, EXT 14		
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 -

Please 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.*

CLIENT WAS ELIGIBLE TO APPLY FOR LAWFUL PERMANENT RESIDENCY INSIDE OF THE UNITED STATES. HOWEVER MR. MONTEAGUDO SENT HER TO CIUDAD JUAREZ TO APPLY. SHE WOULD HAVE FACED A TEN YEAR BAK TO RE-ENTRY HAD SHE LEFT.

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

CLIENT'S RESIDENCY HAS BEEN POST-PONED 1 YEAR, AND CLIENT LOST \$350.00 FEE TO US DEPARTMENT OF STATE. THE MONEY IS NOT REFUNDABLE.

SHE SHOULD HAVE HAD WORK AUTHORIZATION AT LEAST ONE YEAR AGO

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.

MR. MONTEAGUDO DOES NOT ENTER INTO FEE AGREEMENTS AND HE DOES NOT GIVE PEOPLE RECEIPTS -

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

Date

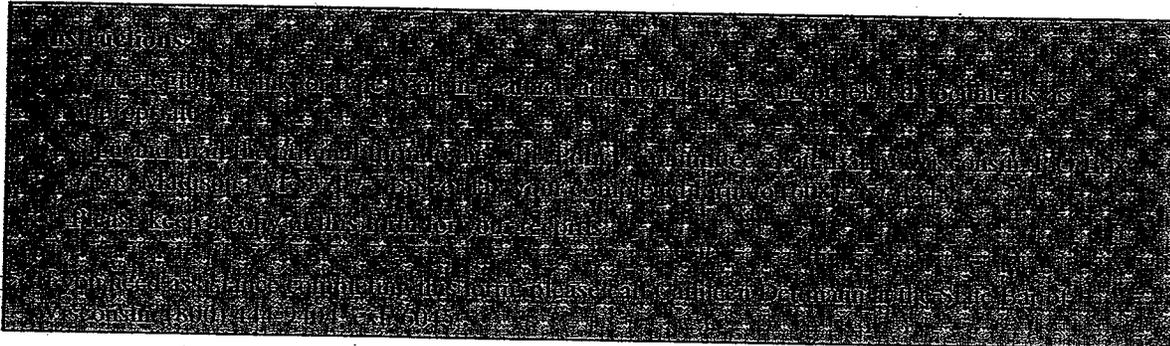
Mail this completed form by **December 31, 2005** to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158



Unauthorized Practice of Law Complaint Form

COMPLAINT # 4

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)		Date of Birth	
Address	#5	City	State Zip
County	Home Phone # ()	Work Phone # ()	

Complaint Against (Name/Business Affiliation)			
JAW SPEEKY / GLOBAL IMMIGRATION			
Profession			
324 E. WISCONSIN AVENUE, STE 514			
Address		City	State Zip
MILWAUKEE, WI			53202
County	Phone #		
MILWAUKEE	() 414 - 273 - 3060		

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

Your Name			
DARA GRAHAM / CATHOLIC CHARITIES			
Address		City	State Zip
2057 S. 14 th STREET, MILWAUKEE		WI	53122
County	Phone #		
MILWAUKEE	() 414 643-8570 EXT 14		
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: _____

Please contact me

- 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 WAS LEGALLY IN US AS A STUDENT
GLOBAL IMMIGRATION TOLD CLIENT THAT
CLIENT WAS A U.S. CITIZEN BY VIRTUE
OF HIS GRAND FATHER'S NATURALIZATION.
THEREFORE, STUDENT/CLIENT COULD ALLOW
STUDENT STATUS TO LAPSE.

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

CLIENT WAS ARRESTED BY IMMIGRATION
AND CUSTOMS ENFORCEMENT. THEY ARE
ALLOWING HIM TO TRY AND TO REINSTATE
HIS STUDENT STATUS.

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?

SHE REFUSED TO COME TO THE PHONE
AND REFUSED TO RETURN COPY OF COMPLETE
FILE

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.

MS. SPEERY HAD NOT, YET, CHARGED HER
FEE AND DID NOT USE A FEE AGREEMENT

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.

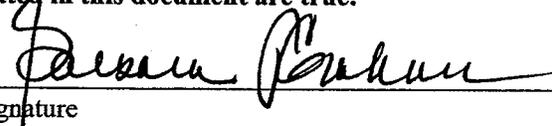
- District Attorney
- Attorney General
- U.S. Attorney
- Law Enforcement/Police
- Better Business Bureau
- Wis. Dept. of Regulation and Licensing
- Wis. Dept. of Agriculture, Trade & Consumer Protection
- Other (please specify): _____

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 _____

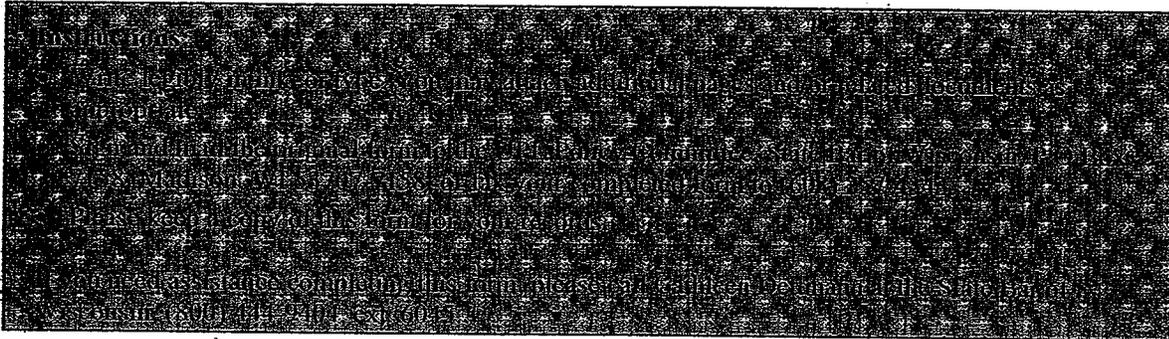
Mail this completed form by December 31, 2005 to: UPL Policy Committee, State Bar of Wisconsin, P.O. Box 7158, Madison, WI, 53707-7158



Unauthorized Practice of Law Complaint Form

COMPLAINT # 5

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)		Date of Birth	
Address	City	State	Zip
County	Home Phone # ()	Work Phone # ()	

Complaint Against (Name/Business Affiliation)			
ALBERTO VILLAREAL			
Profession			
PRIVATE INVESTIGATOR			
Address	City	State	Zip
1127 S. 37th St.	MILWAUKEE	WI	
County	Phone #		
MILWAUKEE	() 414-647-2035		

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

Your Name			
BARB GRAHAM / CATHOLIC CHARITIES			
Address	City	State	Zip
2057 S. 14th St.	MILWAUKEE	WI	53204
County	Phone #		
MILWAUKEE	() 414-643-8570 Ext 14		
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: _____

Please Contact me - 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 WAS ELIGIBLE TO FILE WITHIN US FOR LAWFUL PERMANENT RESIDENCY. MR. VILLARREAL SENT CLIENT TO MEXICO. CLIENT DID NOT GO, BUT WOULD HAVE FACED A 10 YEAR BAR TO RE-ENTRY INTO US.

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

CLIENT SHOULD HAVE RECEIVED LAWFUL PERMANENT RESIDENCY THREE YEARS AGO. IN THIS THREE YEARS, CLIENT HAS NOT BEEN ELIGIBLE TO WORK

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.

MR. VILLARREAL DID NOT GIVE CLIENT A
COPY OF FEE AGREEMENT

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.

Diana Blahnik

Signature

03/30/2006

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

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.*

LAWFUL PERMANENT RESIDENT FILED IMMIGRANT VISA PETITION FOR WIFE. CARLOS ALKANDA INCORRECTLY COMPLETED THE PETITION AND THE PETITION WAS DENIED. THE CLIENT LOST THREE YEARS WAITING FOR THE PETITION'S APPROVAL

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?

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

Yes No Don't know

Chambers
of
Circuit Judge - Washburn County

EUGENE D. HARRINGTON
Circuit Judge

MARILYNN BENSON
Judicial Assistant

Washburn County Courthouse
P.O. Box 458
Shell Lake, WI 54871
Phone: 715-468-4680
FAX: 715-468-4678

March 24, 2006

COMPLAINT # 6

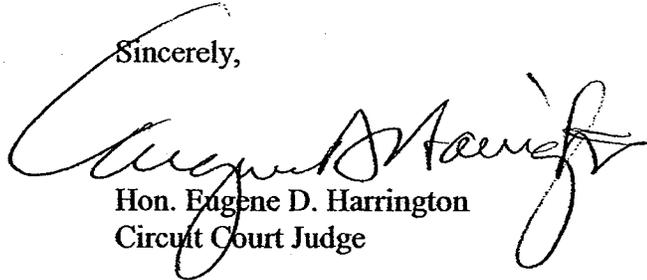
State Bar of Wisconsin
UPL Policy Committee
P. O. Box 7158
Madison, WI 53707-7158

Re: Unauthorized practice of law

Gentlemen:

Enclosed for your information is the entire packet of information the Clerk of Court received. . . cover letter, cards, envelope . . . it's all here. This activity sure looks like solicitation for its provision of legal services to me. Use it as you deem appropriate.

Sincerely,



Hon. Eugene D. Harrington
Circuit Court Judge

EDH/meb

Wisconsin Divorces

help for pro-se stipulated divorces

Low cost assistance
Get as much or as little help
as YOU need.

From just the right forms
to completed - filed paperwork.

In person or telephone service available
evening & weekends hours.

Visa & Mastercard Accepted
call

Heavens Knows What
715-558-3476

Heavens Knows What

Hayward, WI 54843

715-558-3476

February 1, 2006

Dear Clerk of Court

As many of us know, pro-se divorces are becoming more and more prevalent. Although the court system now has divorce forms available, and forms are available at office supply stores, many individuals still have problems understanding the whole flow of things.

While we at "Heavens Knows What," are not attorneys, we do understand the divorce process within the court system and have developed 3 low cost levels to aid the do-it-yourself-er in the filing and completion of the divorce as well as aiding the court system by having them prepared when filing and prepared for the final court date.

I have enclosed some information sheets and business cards and merely ask that they be made available as an option for the general public.

Thank you

Heavens Knows What

enclosed

Heavens Knows What

Assistance for Wisconsin pro-se
divorces - do-it-yourself divorce - as much
or as little help as you want.

Hayward, WI 715-558-3476



Unauthorized Practice of Law Complaint Form

COMPLAINT # 7

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 "Other" radio button if you are filing a complaint against a non-lawyer. You may attach additional examples and related documents as appropriate.

Print and mail the original form to the UPL Policy Committee, State Bar of Wisconsin, P.O. Box 1000, Madison, WI 53717. Fax or e-mail completed forms to (608) 261-4444.

Please keep a copy of this form for your records.

If you need assistance completing this form, please call Catherine DeGnamme at the State Bar of Wisconsin (608) 261-9444 ext. 6075.

Complainant Name (First, Middle, Last) Cesar Moran		Date of Birth	
Address 3926 Nakoma Road	City Madison	State WI	Zip 53711
County Dane	Home Phone # 608-233-1910	Work Phone #	

Complaint Against (Name/Business Affiliation) Kenneth H. Waldron, Ph.D.			
Profession Unknown, but is part of "divorce mediation" center			
Address Waldron Kriss and Associates 6702 Stonefield Rd, Suite A Middleton, WI 53562	City	State	Zip
County Dane	Phone # (608) 836-5529		

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

Your Name Teresa K. Kobelt			
Address Haley Palmersheim, S.C P.O. Box 628005 Middleton, WI 53562-8005	City	State	Zip

County Dane	Phone # 608-836-6400
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.*

Cesar and his now-ex wife, Barbara, decided to divorce, and agreed to split the marital estate equally. In addition to the usual personal possessions, they owned a marital residence, a rental property, and were equal shareholders in a corporation that runs a restaurant. Rather than hire attorneys, they went to the Madison Center for Divorce Mediation. After meeting with them several times, Waldron drafted a "Memorandum of Understanding", which is essentially the marital settlement agreement. He made several errors in the listing of assets and liabilities, the Memorandum contained numerous ambiguities

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

The frustration and emotional pain in having this dragged out for years cannot be calculated. However, Cesar incurred over \$11,000.00 in attorney fees in trying to sort out the mess caused by this "mediator" not understanding business issues, and making grave errors in the agreement.

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

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 "Memorandum" was drafted January 8, 2001, and the parties do not recall the exact amount paid for the services. However, this was a "fee for service" arrangement.

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.

Original divorce was 00FA0796, Dane County. Cesar filed an action to dissolve the corporation, 04CV3347. Barbara then filed a Motion to Enforce Judgment under the original divorce action, 00FA0796. The cases were consolidated, and only recently settled.

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.

Jessa K. Kobelt
Signature

2/8/06
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

STATE OF WISCONSIN

CIRCUIT COURT
FAMILY COURT BRANCH

DANE COUNTY

IN RE THE MARRIAGE OF: (INCLUDE NAME AND FULL ADDRESS)

CASE NO. 60FA000796

Barbara W. Moran
JOINT PETITIONER-WIFE

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND JUDGMENT OF DIVORCE**

-AND-

Cesar E. Moran
JOINT PETITIONER-HUSBAND

The trial herein took place as follows:

Presiding Judge (Official): Moria B Krueger
Place of Trial: Dane County Courthouse
Branch 7
Address

Date of Trial: _____

Date of granting of judgment of divorce: 4-9-01

Appearing at the trial were:

Cesar E. Moran, Joint Petitioner
Barbara W. Moran, Joint Petitioner

Others: _____

The undersigned presiding judge (official) before whom this action was tried makes the following Findings of Fact, Conclusions of Law, and Judgment.

FINDINGS OF FACT

1. At least one of the parties has been a continuous resident of Wisconsin for at least six months before the start of this case and of this county for at least 30 days before the start of this case. All necessary parties have been duly served and ordered to appear and 120 days have lapsed since the date of the start of this case (or the court has waived the 120-day waiting period).
2. The wife is: Barbara W. Moran
Residence: 5146 Anton Dr #309 Madison WI 53719
Birthdate: 12/06/52
Social Security No.: 361-46-9774
Occupation: Restaurant Owner
3. The husband is: Cesar E. Moran
Residence: 2110 Atwood Ave Madison 53704
Birthdate: 5/27/54
Social Security No.: 348-62-8223
Occupation: Factory Worker SUPERVISOR MANUFACTURING
4. The parties were married on July 27, 1972, in the city or town of Magdalena del Mar, in the state of Peru.
5. a. These children were born to or adopted by the husband and wife.

<u>Name</u>	<u>Date of Birth</u>
<u>Cesar E. Moran</u>	<u>6/25/73</u>
<u>Nicholas J. Moran</u>	<u>12/01/78</u>

Specific responsibility for the payment of their health care expenses has been made in the Marital Settlement Agreement.

- b. There are 2 emancipated children of this marriage.
 - c. The wife is (not) pregnant.
 - d. No minor children other than those named above were born to the wife during this marriage except:
6. a. Before this case was filed, neither the husband nor the wife started any court case for divorce, legal separation, or annulment anywhere:
Except:
 - b. Neither party has been divorced before now,
Except:

7. The [mother] [father] [parties jointly are] fit and proper persons to be given the care and legal custody of the minor child(ren). The best interests of the child(ren) are served by awarding the legal custody of the children to the [mother] [father] [parties jointly, based on their agreement to joint legal custody.
8. The marriage is irretrievably broken.
9. The husband and wife have assets and debts. These are found as presented in the financial disclosure form, which were marked as exhibits and accepted into evidence after being updated by testimony at trial.
10. Arrearages of child support, family support, and/or maintenance are fixed as of the date of the trial as set forth in the records of the Clerk of Court for DANE County.
11. The parties amended the Marital Settlement Agreement as follows:
12. The Marital Settlement Agreement (as amended at trial) in this case is fair and reasonable, is approved, and incorporated by reference as the Judgment of the Court.

CONCLUSIONS OF LAW AND JUDGMENT

13. Divorce. The marriage between the joint-petitioner, husband, Cesar E. Moran who resides at 2110 ATWOOD AVE MADISON, WI 53704 and is by occupation Factory Worker SUPERVISOR MANUFACTURING and the joint-petitioner, Barbara W. Moran who resides at 5146 Anton Dr #309 Madison WI 53719 and is by occupation Restaurant Owner is dissolved and the parties are divorced effective immediately on the _____ day of _____, except as parties are informed by the court that:

Section 765.03(2), Stats.:

It is unlawful for any person who is or has been a party to an action for divorce in any court in this State, or elsewhere, to marry again until 6 months after judgment of divorce is granted, and the marriage of any such person solemnized before the expiration of 6 months from the date of the granting of judgment of divorce shall be void.

14. Child/Family Support. Commencing _____, _____, joint-petitioner, _____, shall pay to joint-petitioner, _____, as child support: _____ family support: _____

the sum \$ _____ per month, payable:

- a. weekly, at the rate of \$ _____, by the _____ day of each week,
- b. bi-weekly, at the rate of \$ _____, by the _____ day of every other week,
- c. semi-monthly, at the rate of \$ _____, on the _____ day and the _____ day of each month
- d. monthly, at the rate of \$ _____, by the _____ day of each month;

15. Maintenance.

a. Pursuant to Wis. Stat. Ss767.32(1), each party specifically and irrevocably waives any right he or she may have to claim or receive maintenance payments at any time, now or in the future. The court shall have no further jurisdiction whatsoever with respect to maintenance for either party.

Or

b. Commencing _____, _____, joint-petitioner, _____ shall pay to joint-petitioner, _____ as maintenance the sum \$ _____ per month, payable:

- (1) weekly, at the rate of \$ _____, by the _____ day of each week,
- (2) bi-weekly, at the rate of \$ _____, by the _____ day of every other week,
- (3) semi-monthly, at the rate of \$ _____, on the _____ day and the _____ day of each month
- (4) monthly, at the rate of \$ _____, by the _____ day of each month;

c. Additional terms regarding child support:

- (1) _____
- (2) _____
- (3) _____

d. Maintenance shall cease:

16. Custody and Physical Placement.

- a. The parties are awarded joint legal custody;
- b. OR Joint Petitioner, _____, is awarded sole legal custody;
- c. OR the parties are awarded joint legal custody, but joint petitioner _____ shall have impasse decision making authority in the following decision areas:

And joint petitioner _____ shall have impasse decision making authority in the following decision areas:

of the following children:

	<u>Name</u>	<u>Date of Birth</u>
(1)		
(2)		
(3)		
(4)		

- d. Primary physical placement of the child(ren) is awarded to joint-petitioner, _____, with periods of physical placement awarded to joint-petitioner, _____, as follows:

OR

Both parties are awarded equal periods of physical placement, the specific schedule as designated in the Marital Settlement Agreement, except with the following modifications made at the time of trial:

- e. A person who is awarded periods of physical placement, a child of such a person, a person with visitation rights, or a person with physical custody of a child may notify the family court commissioner of any problem he or she has relating to any of the matters. Upon notification, the family court commissioner may refer any person involved in the matter to the director of family court counseling services for mediation to assist in resolving the problem.

- f. Each party who is granted joint legal custody or, in a sole custody arrangement, the parent not granted sole custody, shall file a medical history form with the court in compliance with sec. 767.24(7m).
- g. The following laws apply to the parents in this case:

Change of Residence of Child(ren) within or outside of State. Sec. 767.327 Wis. Stats.

(1) Notice to the other parent.

- (a) If the court grants periods of physical placement to more than one parent, it shall order a parent with legal custody of and physical placement rights to a child to provide not less than 60 days written notice to the other parent, with a copy to the court, of his or her intent to:
 - (i) Establish his or her legal residence outside the state and remove the child from this state for a period of time exceeding 90 consecutive days.
 - (ii) Establish legal residence for any minor child outside of the state of Wisconsin or within the state at a distance of 150 miles or more from the other party.
 - (iii) Remove the child from this state for more than 90 consecutive days.
- (b) The parent shall send notice under par. (a) to the other party of intent to do so and to allow for objection. Said notice shall be provided by certified mail to the other parent and shall include: the parents proposed action, including the specific date and location of the move (or beginning and ending dates and location of the removal); and, that the other parent may object within the time specified in sub. (2).

(2) Objection to move; Prohibition; Mediation.

- (a) Within 15 days after receiving the notice under sub. (1), the other parent may send to the parent proposing the move or removal, with a copy to the court, a written notice of objection to the proposed action.
- (b) If the parent who is proposing the move or removal receives a notice of objection under par. (a) within 20 days after sending a notice under sub. (1)(a), the parent may not move with or remove the child pending resolution of the dispute, or final order of the court under sub. (3), unless the parent obtains temporary relief to do so under sec. 767.23(1).
- (c) Upon receipt of a copy of a notice of objection under par. (a), the court or family court commissioner shall promptly refer the parents for mediation or other family court counseling services under sec. 767.11 and may appoint a guardian *ad litem*. Unless the parents agree to extend the time period, if mediation or counseling services do not resolve the dispute within 30 days after referral, the matter shall proceed under subs. (3) to (5).

(3) Standards for modification or prohibition if move or removal contested.

- (a) Except as provided under par. (b) if the parent proposing the move or removal has sole legal or joint legal custody of the child and the child resides with that parent for the greater period of time, the parent objecting to the move or removal may file a petition, motion, or order to show cause for modification of the legal custody or physical placement order affecting the child. The court may modify the legal custody or physical placement order if, after considering the factors under sub. (5) the court finds all of the following:
 - (i) The modification is in the best interests of the child.
 - (ii) The move or removal will result in a substantial change of circumstances since the entry of the last order affecting legal custody or the last order substantially affecting physical placement.
 - (iii) There is a rebuttable presumption that continuing the current allocation of decision making under a legal custody order or continuing the child's physical placement with the parent with whom the child resides for the greater period of time is in the best interest of the child. This presumption may be overcome by a showing that the move or removal is unreasonable and not in the best interest of the child.

- (iv) A change in the economic circumstances or marital status of the party proposing the move or removal shall not, by itself, shall not result in a substantial change of circumstances.
 - (v) Under this paragraph, the burden of proof is on the parent objecting to the move or removal.
- (b) If the parents have joint legal custody and substantially equal periods of physical placement with the child(ren), either parent may file a petition, motion, or order to show cause for modification of the legal custody or physical placement if, after considering the factors under sub. (5), the court finds all of the following:
- (i) Circumstances make it impractical for the parties to continue to have substantially equal periods of physical placement.
 - (ii) The modification is in the best interest of the child.
 - (iii) Under this paragraph, the burden of proof is on the parent filing the petition or motion.
- (c) 1. If the parent proposing the move or removal has sole legal custody or joint legal custody of the child and the child resides with that parent for a greater period of time or the parents have substantially equal periods of physical placement with the child, as an alternative to the petition, motion, or order to show cause under par. (a) or (b), the parent objecting to the move or removal may file a petition, motion, or order to show cause for an order prohibiting the move or removal. The court may prohibit the move if, after considering the factors in sub. (5), the court finds that the prohibition is in the best interest of the child. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.
2. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.
- (4) *Guardian ad litem*; Prompt hearing. After a petition, motion, or order to show cause is filed under sub. (3), the court shall appoint a *Guardian ad litem* and hold a hearing as soon as possible.
- (5) Factors in the court's determination. In making its determination under sub. (3), the court shall consider all of the following factors:
- (a) Whether the purpose of the proposed action is reasonable;
 - (b) The nature and extent of the child's relationship with the other parent and the disruption to that relationship which the proposed action may cause;
 - (c) The availability of alternative arrangements to foster and continue the child's relationship with and access to the other parent.
- (6) Notice required of other removals.
- (a) Unless the parties agree otherwise, a parent with legal custody and physical placement rights shall notify the other parent before removing the child from his or her primary residence for a period of not less than 14 days.
 - (b) Notwithstanding par. (a), if notice is required under sub. (1), a parent shall comply with sub. (1).
 - (c) Except as provided in par. (b), subs (1) to (5) do not apply to a notice provided under par. (a).
- (7) **APPLICABILITY.** Notwithstanding 1987 Wisconsin Act 355, section 73, as affected by 1987 Wisconsin Act 364, the parties may agree to the adjudication of a modification of a legal custody or physical placement order under this section in an action affecting the family that is pending on May 3, 1988.

Interference with Custody by Parent or Others (sec. 948.31).

1. "Legal custodian of a child" means:
- (a) A parent or other person having legal custody of a child under an order or judgment in an action for divorce, legal separation, annulment, custody, paternity, guardianship, or habeas corpus.
 - (b) The department of health and social services or any person, county department under sec. 46.215, 46.22, or 46.23 or licensed welfare agency, if custody of the child has been transferred under ch. 48 to the department, person or agency.

2. Except as provided under ch. 48, whoever intentionally causes a child to leave, takes a child away or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation from a legal custodian with intent to deprive the custodian of his or her custody rights without the consent of the custodian is guilty of a Class C felony. This paragraph is not applicable if the court has entered an order authorizing the person to so take or withhold the child. The fact that joint legal custody has been awarded to both parents by a court does not preclude a court from finding that one parent has committed a violation of this paragraph.
3. Whoever causes a child to leave, takes a child away, or withholds a child for more than 12 hours from the child's parents or the child's mother in a case of a non-marital child where parents do not subsequently intermarry under sec. 767.60, without the consent of the parents or the mother, is guilty of a Class E felony. This subsection is not applicable if custody has been granted by court order to the person taking or withholding the child.
4. Any parent, or any person acting pursuant to directions from the parent, who does any of the following is guilty of a Class C felony:
 - (a) Intentionally conceals a child from the child's other parent.
 - (b) After being served with process in an action affecting the family, but prior to the issuance of a temporary or final order determining custody rights to a child, takes the child or causes the child to leave with the intent to deprive the other parent of physical custody as defined in sec. 822.02 (9).
 - (c) After issuance of a temporary or final order specifying joint custody rights, takes a child from or causes a child to leave the other parent in violation of the custody order or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period.
5. It is an affirmative defense to prosecution for violation of this section if the action:
 - (a) Is taken by a parent or by a person authorized by a parent to protect his or her child from imminent physical harm or sexual assault;
 - (b) Is taken by a parent fleeing from imminent physical harm to himself or herself;
 - (c) Is consented to by the other parent or any other person or agency having legal custody of the child; or
 - (d) Is otherwise authorized by the law.
6. A defendant who raises an affirmative defense has the burden of proving the defense by a preponderance of the evidence.
7. The venue of an action under this section is prescribed in sec. 971.19(8).
8. In addition to any other penalties provided for violation of this section, a court may order a violator to pay restitution, regardless of whether the violator is placed on probation under sec. 973.09, to provide reimbursement for any reasonable expenses incurred by any person or any governmental entity in locating and returning the child. Any such amounts paid by the violator shall be paid to the person or governmental entity that incurred the expense on a prorated basis. Upon application of any interested party, the court shall hold an evidentiary hearing to determine the amount of reasonable expense.

17. Child Support Payments.

- a. All orders for child support and/or family support constitute an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under ch. 102 or 108 stats., lottery prizes that are payable in installments, and other money due or to be due in the future. The assignment shall take effect immediately. The court shall provide notice of the assignment to the person from whom the payer receives or will receive money. Payments for child support will be sent directly to Wisconsin Support Collections Trust Fund at ~~Post Office~~ Box 74200, Milwaukee, Wisconsin 53274-0200. Payments shall be recorded in an account established for this purpose. The Trust Fund shall charge the account with the monthly amount as herein ordered. Sec. 767.265, Stats. The assignment shall be for an amount sufficient to ensure payment of current amounts imposed by the court for the support of spouse and/or minor children and to defray arrearages in payments due.
- b. The payer shall pay to the Trust Fund of this court \$25.00 per year pursuant to sec. 814.61 (12) (b), Stats. This annual fee shall be paid at the time of, and in addition to, the first payment to the Trust Fund in each year for which payments are ordered. If the annual fee is

not paid when due, the Trust Fund shall have standing to move the court for remedial sanction under Chapter 785.

OR

- a. All payments for child support provided for herein shall commence on _____, and be made at the Wisconsin Support Collections Trust Fund, Post Office Box 74200, Milwaukee, Wisconsin 53274-0200. Payments shall be recorded in an account established the Trust Fund. The Trust Fund shall charge the account with the month amount as herein ordered.
- b. The payer shall pay to the Trust Fund \$25.00 per year pursuant to sec. 814.61 (12) (b), Stats. This annual fee shall be paid at the time of, and in addition to, the first payment to the Trust Fund in each year for which payments are ordered. If the annual fee is not paid when due, the Trust Fund shall have standing to move the court for remedial sanction under Chapter 785.

OR [only applicable in some jurisdictions which allow direct payment from payer to payee]

- a. All payments provided for herein shall commence on _____, and be made to the payee directly on dates and in amounts as provided for herein.
- b. Each party shall maintain records of payments made and received and shall make copies of said records available to the other party, or by an agent designated by the other party, upon request, and to the clerk of this court if any action is taken concerning support and/or maintenance by either party, or if requested by the clerk of court.
- c. Each party shall notify the clerk of court within 10 days if he or she changes his or her address. The child support payer shall notify the clerk of court of any change of employer and/or any substantial change in the amount of his or her income such that his or her ability to pay child support/maintenance/family support is affected within 10 days of said change. Such notification of such change will not automatically result in a change of the order unless a revision of the order is sought.
- d. The arrearage of record as found above is to be paid by the joint-petitioner, _____, as follows:
- e. A party ordered to pay child/family support shall pay simple interest at the rate of 1.5% per month on any amount unpaid commencing on the first day of the second month after the month in which the amount is due.
- f. A withholding assignment or order under this section has priority over any other assignment, garnishment, or similar legal process under state law.
- g. If the child support payment is a fixed sum, it shall be adjusted annually commencing _____, based on a change in the payer's earnings; or, if the income of both parties is used to determine the child support amount, based on the earnings of both parties. The parties shall share all documents required to determine adjustments. Application to the court for adjustment must be made by the recipient of child support payments at least 20 days before the effective date of the adjustment as required in sec. 767.33(2), Stats.

18. **Marital Settlement Agreement.** The parties' marital settlement agreement dated Jan 8, 2001, is appended to this judgment and incorporated by reference and is made the judgment of the court, except as amended at the time of trial as follows:

19. **Restoration of Name.** The wife is forthwith restored the use of her former surname, to wit,

Barbara Jane Wright

20. **Noncompliance.** Disobedience of the court orders is punishable under Ch. 785 by commitment to the county jail or house of correction until such judgement is complied with and the costs and expenses of the proceedings are paid or until the party committed is otherwise discharged, according to law.
21. The clerk of court per sec. 806.06(1) & (2) shall enter this judgment forthwith by affixing a file stamp that is dated.
22. Other.

Dated at Marion ~~April~~, Wisconsin, County of DANE
And on April 9, 2001
May 30, 2001

BY THE COURT:
[Signature]
CIRCUIT COURT JUDGE

007 A 796

Approved as to Form, this _____ day of _____,

Family court Commissioner

Approved as to Form, this _____ day of _____,

Child Support Attorney

Approved as to Form, this 9 day of April, 2001
[Signature]
Counsel or Joint-Petitioner (if Pro Se)

Approved as to Form, this 9 day of April, 2001
Barbara W. Moran
Counsel or Joint-Petitioner (if Pro Se)

Clerk's file stamp.



Madison Center For Divorce Mediation

Waldron Kriss and Associates

Waldron Kriss and Associates
6702 Stonefield Road, Suite A
Middleton, Wisconsin 53562
(608) 836-5529
Fax: (608) 836-8059

Mental Health Services
509 McMillen Road
Fort Atkinson, Wisconsin 53538
kwaldron@smallbytes.net
(920) 563-9542

MEMORANDUM OF UNDERSTANDING

January 8, 2001

Names:

Address:

Barbara Wright Moran
Cesar Moran

5146 Anton Drive. # 309
505 Virginia Terrace
2110 ATWOOD AVE

Madison, WI 53719
Madison, WI 53703
53704

Children:

Names:

Age:

Date of Birth:

Cesar Gabriel Moran 27
Nicholas James Moran 21

JUNE July 25, 1973
December 1, 1979 1978

We have arrived at the following agreements in the process of mediation. These agreements represent a total package, carefully balancing our mutual and self-interests and the best interests of our children. They deal with the substance of our proposed Marital Settlement Agreement. We wish our attorneys to incorporate the substance of this mediation agreement into our formal Marital Settlement Agreement.

Background.

The parties were married on July 27, 1972, in Lima, Peru, and ever since and still are husband and wife. Two children were born to the parties during their marriage, namely Cesar and Nicholas. Both children are of majority age and while both parents continue to provide the children with some assistance in their adult lives, neither is currently a dependent on either parent. We physically separated in August 1997 and have divided some of the personal and household property and, to some extent, have divided our personal finances. This has made the division of property and debt a little complicated. We also have joint holdings that might take longer than the process of this divorce to settle. We plan to sell our jointly owned business, for example, and this might occur after the final judgment of our divorce. These complicating factors have been considered in our mediation and the following agreements represent our best efforts at a practical and equitable division of marital property.

I. Assets and Debts

We have made the following agreements based on the information shared in mediation. Calculations made as to the value of each asset have been based on appraisals obtained in a manner agreed upon by both of us. Where a value has been assigned to an asset without an appraisal, we agree that the relative value we have placed on this asset reflects our best understanding of the real value of that asset, or a willingness to assign the asset to one spouse perhaps giving up some share in the real value of that asset. The assignment of assets to each of us has been based on these appraisals, or our agreements, and we waive rights to future claims against the value of these assets. If the agreements reached during mediation are found to be based on falsely provided or excluded information, or if an asset in which we each have some legal share in the value was not included in this agreement, we reserve the right to make claims against the value of that asset if the value of such a claim is likely to exceed \$200.00.

(A) Excluded Property.

	<u>Cesar</u>	<u>Barbara</u>
1. Pre-marital assets:	None	None
2. Gifts/inheritances:	Oak arm chair Guitars Pot belly stove	China VCR Trundle bed
3. Personal items:	Peruvian hangings Clothing Jewelry Sports equipment Congas and Bongos Hand tools	Clothing Jewelry Bicycle
4. Items gifted to children.		

(B) Real Estate: homestead. 505 Virginia Terrace Madison, WI 53705

Foundation: Purchased during marriage with marital assets

Appraised market value:	\$190,000
Obligations on the property:	
Mortgage: Anchor Bank	58,096
Second Mortgage:	-0-
Cost of Sale:	50
 Net Value:	 \$131,854
 Cesar's share of that value:	 \$65,927
Barbara's share of that value:	\$65,927

Method of Buyout: to be sold. The cash will be held in a jointly controlled account and will be used as an equalizing payment once the business is sold.

(C) Other Real Property 2110 Atwood Ave. Madison, WI 537

Foundation: Purchased during the marriage with marital assets.

Appraised market value:		\$157,000
Cash on Hand:		-0-
Obligations on the property:		
Mortgage: M & I Bank		\$78,833
Second Mortgage:		\$
Separate Property:		\$-0-
Accounts payable:		
Net Value:		\$78,167[plus cash on hand less bills]
Cesar's share of that value:	\$39,083.50	
Barbara's share of that value:	\$39,083.50	

Method of Buyout: Cesar will receive the building in the property settlement agreement.

(D) Vehicles.

1. Description: 1987 Mazda 626

a. Value:	\$2,925
b. Community Obligations:	-0-
c. Net Value:	2,925
d. Value Assigned: to Barbara	

2. Description: 1997 Mazda 626

a. Value:	\$11,285
b. Community Obligations: Cesar's separate property	6,285
c. Net Value:	5,000
d. Value Assigned: to Cesar	

(E) Household Property.^{1 2}

<u>Item</u>	<u>Value</u>	<u>Husband</u>	<u>Wife</u>
1. Cooking utensils	50	50	
2. Dishware	50	50	
3. Dining set	700	700	
4. Phone/clock replicas	100	100	
5. Futon bed	100		100
6. Futon couch	100	100	
7. TV stereo cabinet	250	250	
8. 2 oak loveseats	400	400	
9. Chess table and pieces	100	100	
10. Lamp table	150	150	

¹ All items valued at less than \$50.00 were either divided between the parties or were excluded from this list by mutual agreement of the parties. The parties consider this an equitable division of items valued at less than \$50.00

² A number of household items will be sold with the house, including but not limited to appliances, lawn furniture, yard tools, and some furniture.

11. 2 wall mirrors	100	100	
12. Tiger lily painting	80	80	
13. Set of small paintings	200	200	
14. Living room rug	50	50	
15. Computer desk	50	50	
16. Exercise gym	400	400	
17. TV and stereo	100	100	
18. Snow blower	100	100	
19. Lawn mower	50	50	
Totals:	3,130	3,030	100

(F) IRAs, Keoghs, or other Retirement Plans, Pensions or Benefits.³

1. Description: Sheet Metal Workers National Pension Fund

Value: 12,542
 Method of valuation: Delphi Consulting Group
 Value Assigned: to Cesar

2. Description: Merrill Lynch IRA

Value: 15,200
 Method of valuation: cash less 20% tax obligation
 Value Assigned: to Cesar

3. Description: Merrill Lynch IRA

Value: 15,200
 Method of valuation: cash less 20% tax obligation
 Value Assigned: to Barbara

4. Description: FirstStar 401(k) - Subzero

Value: 16,180
 Method of valuation: cash less 20% tax obligation
 Value Assigned: to Cesar

5. Description: Japan Fund 401(k)

Value: 4,480
 Method of valuation: cash less 20% tax obligation
 Value Assigned: to Barbara

6. Description: Caber Group IRA

Value: 80
 Method of valuation: cash less 20% tax obligation
 Value Assigned: to Barbara

(G) Life Insurance, Annuity Policies.

Each party has a Life Insurance Policy with approximately equal value, which each will receive in settlement.

³ The parties are aware that these amounts might need to be updated to the date of the final judgment of divorce.

(H) Bank Accounts.⁴

1. M & I Bank -- Savings (Barbara)	7,851
2. Member's First -- Savings (Cesar)	3,000
3. M & I Checking (Joint)	1,999
4. M & I Checking (Joint)	2,826

(I) Portfolio of other Investments.

1. Description: M & I Brokerage Services

Value: 48,433.25
 Method of valuation: cash
 Value Assigned: to be divided between the parties

(J) Business Interest. Dardanelles Restaurant (1451 Monroe Street, Madison)

Value: Approximate 200,000
 Method of Valuation: earnings
 Value assigned: to be sold and proceeds of sale divided between the parties

(K) Taxes.

1. If we owe any money to the IRS or the State of Wisconsin for any past jointly filed tax returns, we will share in the liabilities equally.
2. We agree to share the amount of the tax refund received or liability incurred in 2001 that can be determined to having accumulated prior to December 31, 2000. This will be calculated by the accountant preparing our taxes, if any, or by ourselves if we prepare our own taxes, for 2000. Taxes for the tax year ending 2001 may be prepared by a mutually agreed upon tax accountant in order to maximize the benefits to each of us. Both parties will supply all documents needed for such preparation in a timely manner.
3. Both parties agree, from this time forward, not to assert a position in the preparation and filing of their tax returns, whether singly or jointly with another, inconsistent with the terms and conditions set forth herein and with the tax laws presently enacted in this state.

(L) Costs of the Divorce.

We agree to share in the mutually agreed upon costs of the divorce. These include, but are not limited to, costs for the following: mediation; property appraisals; filing fees; an attorney, if any, mutually retained for the purposes of filing for our legal separation and divorce; accounting fees required for the filing of income tax returns for both of us for the tax period ending December 31, 2001.

Each party will pay any attorney independently retained for the purposes of examining this agreement or in some other way to represent them in this divorce action. Each party will pay any accountant independently retained to examine the tax implications of these agreements.

⁴ These amounts were at the time of the physical separation. Each party took over these accounts and had access to the funds in them, except as specified for the checking accounts.

(N) Future Financial Arrangements.

1. Life Insurance.

Because each party plans to name the children as beneficiaries to our life insurance policies, each party shall retain his and her own life insurance.

2. Inheritance.

Both parties waive any rights they might have to future inheritances the other party might receive.

3. Marital Property Settlement and Equalizing Payment.

- a. The parties will pay off any credit cards and other minor debts with the jointly held checking accounts and divide the remaining cash.
- b. The homestead will be sold and the net proceeds after sale and closing will be deposited in a jointly controlled account and shall remain in said account until all other business is wrapped up. This cash is to be used for the final equalizing payment after the sale and/or settlement of the Dardanelles business, per Par. 3.c.
- c. The Dardanelles business:
 - (1) The business is listed for sale. Upon sale, the net proceeds from the sale of the business shall be divided equally between the parties.
 - (2) If the business is not sold prior to April 1, 2001, the lease on the property shall be renewed, unless mutually agreed otherwise, and the property shall be continued to be listed for sale.
 - (3) Both parties have the right of first refusal on any sale.
 - (4) Either party may buy the business. If either party wishes to do so, that party shall pay an agreed upon value of the business, following an appraisal, less any costs of sale, including the costs of the appraisal. If both parties wish to buy the business, the party willing to pay the highest amount shall have first option to buy the business.
 - (5) If neither party wishes to buy the business, AND neither party wishes to operate the business, AND no buyer for the business can be found, the business will be closed. All of the affairs of the business shall be completed and any net proceeds or debts and continuing obligations related to the business shall be the equal and joint responsibility of the parties.
- d. Once the business is sold, and the net proceeds divided, the parties, and any and all obligations the parties might jointly have are fulfilled, the proceeds from the sale of the house shall be divided as an equalizing payment. That is, each party shall receive an amount that equalizes the marital property division.

(O) Resolving Future Differences:

If we are unable to agree on the application of any part of this agreement or if there is a significant change in the status of either of us, we agree, before commencing litigation, to make a diligent effort to resolve our differences, including the use of mediation. Either of us may initiate mediation and if initiated, we both agree to attend at least one session of mediation prior to commencing litigation. The costs of future mediation will be considered a divorce expense and shared equally.

(P) Execution of Documents.

Now or in the future, on demand, the parties agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of the agreements in this Memorandum of Understanding.

IV. WAIVERS OF MAINTENANCE

Pursuant to Wis. Stat. Ss767.32(1), each party specifically and irrevocably waives any right he or she may have to claim or receive maintenance payments at any time, now or in the future. The court shall have no further jurisdiction whatsoever with respect to maintenance for either party.

SIGNATURES:

Name: Barbara Moran

Name: Cesar Moran

Signature: Barbara W. Moran

Signature: Cesar Moran

Date: 3/1/01

Date: 3/1/01

Mediator: Kenneth H. Waldron, Ph.D.

Signature: Kenneth H. Waldron

Date: 1-29-01

STATE OF WISCONSIN CIRCUIT COURT BRANCH ___ DANE COUNTY

CESAR MORAN
3926 Nakoma Road
Madison, WI 53711,
Plaintiff,

v.

Case No. **04CV3347**
Case Type: 30703

BARBARA WRIGHT MORAN
5146 Anton Drive, #307
Madison, WI 53719

- and -

THROUGH THE DARDANELLES, INCORPORATED
1851 Monroe Street
Madison, WI 53711,
Defendant.

CIRCUIT COURT
04 OCT 27 PM 1:54
DANE COUNTY, WI

SUMMONS

THIS IS AN AUTHENTICATED COPY OF THE
ORIGINAL DOCUMENT FILED WITH THE DANE
COUNTY CLERK OF CIRCUIT COURT.

THE STATE OF WISCONSIN:

To each party named above as a Defendant:

JUDITH A. COLEMAN
CLERK OF CIRCUIT COURT

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

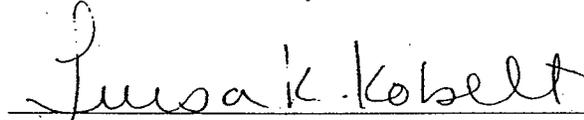
Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in § 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin, 53709, and to Haley Palmersheim, S.C., Plaintiff's

attorneys, whose address is 1424 N. High Point Road, P.O. Box 628005, Middleton, Wisconsin, 53562-8005. You may have an attorney help or represent you. If you require the assistance of auxiliary aids or services because of a disability, call 266-4678 (TDD 266-9138) and ask for the Court ADA Coordinator.

If you do not provide a proper answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 27th day of October, 2004.

HALEY PALMERSHEIM, S.C.



Teresa K. Kobelt

Wisconsin State Bar #01003708

Attorneys for Plaintiff

1424 N. High Point Road, Ste. 202

P.O. Box 628005

Middleton, WI 53562-8005

(608) 836-6400

CESAR MORAN
3926 Nakoma Road
Madison, WI 53711,
Plaintiff,

v.

Case No. **04CV3347**
Case Type: 30703

BARBARA WRIGHT MORAN
5146 Anton Drive, #307
Madison, WI 53719

- and -

THROUGH THE DARDANELLES, INCORPORATED
1851 Monroe Street
Madison, WI 53711,
Defendant.

CIRCUIT COURT
04 OCT 27 PM 1:51
DANE COUNTY, WI

THIS IS AN AUTHENTICATED COPY OF THE
ORIGINAL DOCUMENT FILED WITH THE DANE
COUNTY CLERK OF CIRCUIT COURT.

COMPLAINT JUDITH A. COLEMAN
CLERK OF CIRCUIT COURT

NOW COMES the Plaintiff, Cesar Moran, by his attorneys, Haley Palmersheim, S.C., by Teresa K. Kobelt, and as and for his claims against Defendants herein alleges the following:

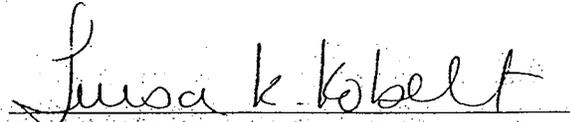
1. Plaintiff Cesar Moran is an adult male residing at 3926 Nakoma Road, Madison, Dane County, Wisconsin, 53711.
2. Defendant Barbara Wright Moran is an adult female residing at 5146 Anton Drive, #307, Madison, Dane County, Wisconsin, 53719.
3. Defendant Through the Dardanelles, Incorporated (Dardanelles) is a Wisconsin Domestic Corporation. Its principal office is at 1851 Monroe Street, Madison, Dane County, Wisconsin, 53711.
4. Cesar Moran and Barbara Moran were married in 1972.

5. In 1996, Cesar and Barbara incorporated Dardanelles. Each owns fifty percent of the corporation, whose business is the operation of a restaurant on Monroe Street.
6. Cesar and Barbara were divorced in 2001. As part of the divorce settlement, assets and liabilities were divided, with the exception of the Dardanelles Restaurant.
7. At the time of the divorce, the parties agreed to list the Dardanelles for sale.
8. Since the divorce, Cesar has had no role or involvement in running of Dardanelles or any aspect of the corporation.
9. Although the Dardanelles remains for sale, it has not been sold.
10. The shareholders are deadlocked in voting power and have failed, for at least two consecutive annual meeting dates, to elect successors to directors.
11. Upon information and belief, corporate debt has increased and the restaurant has been operated at a loss for at least the past two years.
12. The remaining assets of Dardanelles are insufficient to cover continuing debts, and corporate assets are being misapplied or wasted.

WHEREFORE, Plaintiff seeks an order from the Court for Judicial Dissolution pursuant to Wis. Stats. § 180.1430.

Dated this 27th day of Oct., 2004.

HALEY PALMERSHEIM, S.C.



Teresa K. Kobelt

Wisconsin State Bar #01003708

Attorneys for Plaintiff

1424 N. High Point Road, Ste. 202

Middleton, WI 53562

(608) 836-6400

3627.07.doc

BARBARA W. MORAN,

Joint-Petitioner,

Case No.: 00 FA 0796
Divorce 40101

v.

CESAR MORAN

Joint-Petitioner.

MOTION TO ENFORCE JUDGMENT

WHEREAS, there was a stipulated divorce in the above-captioned case on April 9, 2001, and Findings of Fact, Conclusions of Law and Judgment of Divorce were signed on May 3, 2001; and

WHEREAS, as part of the Findings of Fact, Conclusions of Law and Judgment of Divorce and attachment thereto, the joint-petitioner, Cesar E. Moran (hereinafter "Moran") was to receive 2110 Atwood Avenue, Madison, Wisconsin, and was to pay joint-petitioner, Barbara W. Moran, n/k/a Barbara Wright (hereinafter "Wright") the sum of \$39,083.50; and

WHEREAS, Moran has not paid to Wright the sum of \$39,083.50, which Moran was supposed to pay to Wright in accordance with an order of the court; and

WHEREAS, Moran was to pay Wright the sum of \$39,083.50 more than four years ago; and

WHEREAS, Moran has collected interest from the \$39,083.50 and/or he has been able to utilize such money which has not been properly paid to Wright; and

WHEREAS, as required by the Findings of Fact, Conclusions of Law and Judgment of Divorce and attachments thereto, Wright did deed to Moran, 2110 Atwood Avenue, Madison, Wisconsin; and

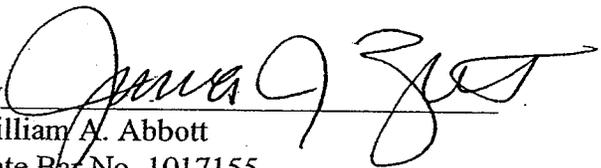
WHEREAS, the restaurant was to be sold and its debts shared pursuant to the judgment of divorce; and

NOW, THEREFORE, Wright seeks to have the Judgment enforced concerning the Restaurant sale and for Moran to pay to Wright all money in accordance with the Findings of Fact, Conclusions of Law and Judgment of Divorce and attachments thereto, along with interest and whatever other money the court deems appropriate.

The motion is based upon the attached affidavit.

Dated this 9 day of February, 2005

BELL, GIERHART & MOORE, S.C.

By 
William A. Abbott
State Bar No. 1017155
Jessica J. Zerbst
State Bar No. 1032282
Attorneys for

Post Office Address:
44 East Mifflin Street, Suite 1000
P.O. Box 1807
Madison, WI 53701-1807
608.257.3764

BARBARA W. MORAN,

Joint-Petitioner,

Case No.: 00 FA 0796
Divorce 40101

v.

CESAR MORAN

Joint-Petitioner.

**AFFIDAVIT OF BARBARA WRIGHT IN SUPPORT OF
MOTION TO ENFORCE JUDGMENT**

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

I Barbara Wright f/k/a Barbara W. Moran, make this affidavit with regard to my Motion to Enforce Judgment and state as follows:

1. I am an adult residing 5146 Anton Drive, #307, Madison, Dane County, Wisconsin 53719.
2. That Through the Dardanelles, Incorporated, is a Wisconsin domestic corporation, whose principle place of business is at 851 Monroe Street, Madison, Dane County, Wisconsin 53711.
3. That Cesar Moran and I were married in 1972 and subsequently divorced.
4. That Cesar Moran and I entered into the Findings of Fact, Conclusions of Law and Judgment of Divorce with attachments thereto.
5. That the Memorandum of Understanding, which is attached to the Findings of Fact, Conclusions of Law and Judgment of Divorce, was appended to the judgment of divorce of the parties and was incorporated by reference and was made the judgment of the court.

6. That according to the Marital Settlement Agreement, Cesar Moran was to receive 2110 Atwood Avenue and he was to pay defendant \$39,083.50.

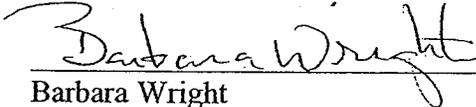
7. That Cesar Moran has not paid me the \$39,083.50 that he was supposed to pay to me in accordance with the order of the court

8. That Cesar Moran was supposed to pay to me \$39,083.50 more than four years ago.

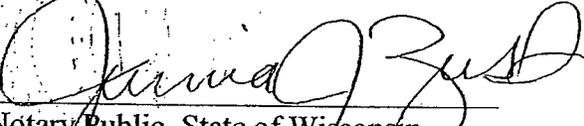
9. That Cesar Moran has collected interest from the \$39,083.50 and/or he has been able to utilize such monies, that have not been properly paid to me.

10. That as was required by the Marital Settlement Agreement, I deeded 2110 Atwood Avenue to Cesar Moran.

11. That the Restaurant is jointly owned by Cesar Moran and me, and if it is an asset is should be equally divided; but if money is owed, then such debt should be equally allocated.


Barbara Wright

Subscribed and sworn to before me
this 21st day of Feb., 2005.


Notary Public, State of Wisconsin
My Commission expires: is permanent

MEMO

TO: The State Bar Unauthorized Practice of Law Policy Committee
 c/o Cathleen Dettmann
 State Bar of Wisconsin

FROM: Anonymous Attorney

RE: Unauthorized Practice of Law

DATE: January 30, 2006

I have practiced law in the State of Wisconsin for approximately the past 15 years and regularly represent companies in labor and employment law matters. While it is not uncommon in our practice to run across consultants on a whole host of human resources and labor relations functions, at times these "business consultants" cross the line into the unauthorized practice of law.

As an example, I represented a sizable business located in Southeastern Wisconsin that was compelled by circumstances to reduce its mid-management staff (a "RIF"). As part of our analysis and advice to the client, we advised, in light of the fact that as the company was going to provide severance benefits, that signed waiver and release agreements should be obtained in consideration for the payment of such severance benefits. Upon instruction from the company, we drafted enforceable releases complying with all state and federal laws, including the Older Workers Benefit Protection Act.

One of the members of the company's upper management team contacted a member of a well-known group of "business consultants" and was advised by one of their non-lawyer staff members that such severance agreements cannot hold up in court. This, of course, is an absurd statement. A severance agreement that is properly drafted and supported by valid consideration is, in fact, enforceable. With the consultant's advice, the upper management member decided to proceed with the RIF and provided severance benefits without utilizing the waiver and release agreement which was drafted for the company. One of the employees accepted the severance benefits and proceeded to file a claim of unlawful discrimination against the company.

The company's president was dismayed that the company was placed in a position to defend a lawsuit after paying severance benefits. As an attorney to the company, I was placed in the position of having to explain to the company's president that I had advised the company to utilize valid and enforceable severance waiver and release agreements in exchange for the severance payments, but that a business consultant, without my knowledge, provided contradictory legal advice which was utilized by a member of upper management in proceeding without the benefit of the general releases. The end result of

the business consultant's unauthorized practice of law was that the company paid a substantial sum, in addition to the severance benefits, to settle the lawsuit.

While the employee in the above example may have commenced litigation regardless of whether severance benefits were offered, it is clear in this example that the company paid out severance benefits without receiving any protection of a release based upon the practice of law and legal advice of the business consultant.

Thank you for your consideration of the above.

END OF MEMO

Unauthorized Practice of Law Complaint Form

COMPLAINT # 9

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) Christine Wolk			Date of Birth	
Address 35 Wisconsin St.		City Oshkosh	State WI	Zip 54901
County Winnebago	Home Phone # () -		Work Phone # (920) 236-3336	

Complaint Against (Name/Business Affiliation) Debtoraids.com internet website				
Profession Bankruptcy Petition Preparer				
Address unknown		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.*

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?

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

Yes No Don't know

- continued on next page -

*1. This "complaint" is in response to a request for incidences of the unauthorized practice of law. Debtoraid.com is a website purporting to insure that any bankruptcy petition prepared by it is guaranteed accepted by the court. The author of the website cannot be found on the website. And, the website is able to determine the originating state of the site visitor. It also warns of bankruptcy law changes that have already gone into effect. It is deceptive. I am also forwarding the address to the US Trustee for the Eastern District of Wisconsin.

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.*

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

Christine Lusk
Signature

12/30/05
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

HAROLD R. SHORTENHAUS

ATTORNEY AT LAW

1407 RACINE STREET
P.O. BOX 262
DELAWAN, WI 53115

COMPLAINT # 10

December 28, 2005

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

To Whom It May Concern:

In response to the UPL Policy Committee's request for examples of unauthorized practice of law, please find enclosed a copy of an advertisement from a local newspaper concerning an estate planning service that prepares legal documents. I received this document from a client of mine who does estate and financial planning, and for whom I prepare legal documents for his clients that need these services. As you can see in the advertisement, it appears that Yvonne Lauer of Lauer Financial Services seems to be indicating that she, herself, is willing to prepare these legal documents for clients.

Very truly yours,

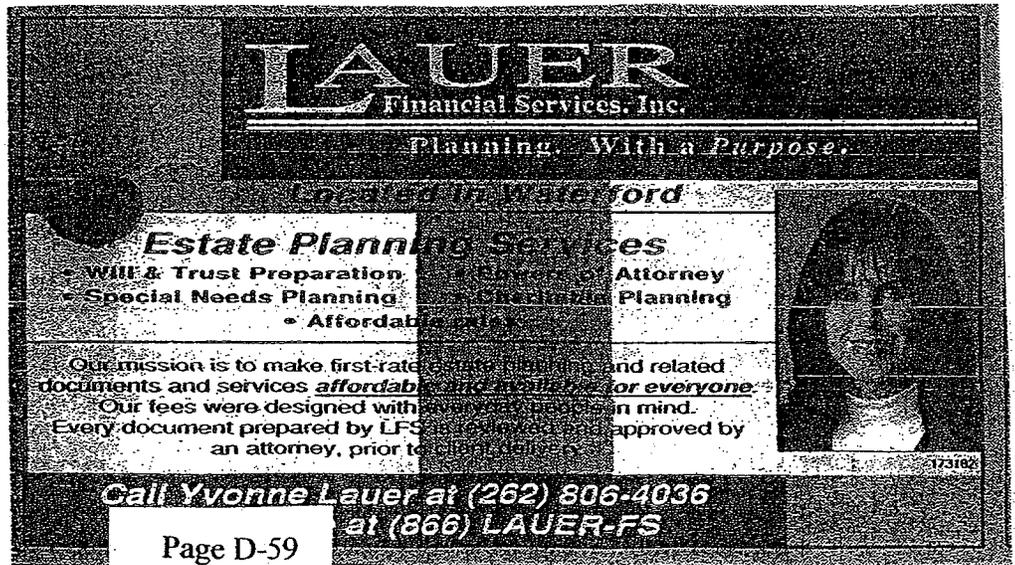


Harold R. Shortenhaus

Nov. 14, 2005
HILITE NEWSPAPER
BURLINGTON, WI, S

HRS/kls
enclosure

pc: Michael O'Dell



LAUER
Financial Services, Inc.

Planning. With a Purpose.

Located in Waterford

Estate Planning Services

- Will & Trust Preparation
- Special Needs Planning
- Affordable
- Charitable Planning

Our mission is to make first-rate estate planning and related documents and services **affordable for everyone**. Our fees were designed with affordability in mind. Every document prepared by LFS is reviewed and approved by an attorney, prior to completion.

Call Yvonne Lauer at (262) 806-4036
at (866) LAUER-FS

173162



Unauthorized Practice of Law Complaint Form

COMPLAINT # 11

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 Deitmann at the State Bar of Wisconsin, (800) 444-9404, ext. 6045.

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

Complaint Against (Name/Business Affiliation) Neisy Monteagudo & Family (target is the Latin American immigrant community)			
Profession Immigration Practitioner Notarios/Notaries Public (expires 2008)			
Address 3030 W. Forest Home Avenue (they own this building)		City Milwaukee	State Zip WI 53215
County	Phone #		
Milwaukee	(414) 672-3204		

Complaint Against (Name/Business Affiliation) Global Immigration Services (target is not only the Latino immigrant community)			
Profession Immigration Practitioner (owner not a notary public in the State of Wisconsin)			
Address 324 E. Wisconsin Ave. Suite 514		City Milwaukee	State Zip WI 53202
County	Phone #		
Milwaukee	(414) 273-3060		

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

Your Name			
MARIA M. FLORES			
Address		City	State
3125 S. 41 Street (mail checked only every few weeks)		Milwaukee	WI
Zip		53215	
County	Phone #		
Milwaukee	(414) 550-5449 (best method of contact)		
Relationship to Complainant?			
<p>I am the chairperson of the state's largest immigration advocacy/reform group, the WISDOM Immigration Committee. I am complaining about people and businesses that target the immigrant community and pass themselves off as experts in Immigration Law. Due to my involvement in advocacy, I regularly track legislation in other states regarding this issue. My group tried exposing one practitioner six years ago, but it proved difficult.</p> <p>Although they are commonly known as "notarios publicos" (the direct English translation is "notaries public"), a "notario" is something altogether different in Latin American countries. Notarios, in Latin America, are lawyers with extra training and specialization, and they are few and far between. A typical Mexican city of nearly 100,000 may only have four (4) notarios (Delicias, Chihuahua, MX) (I know this due to a lawsuit I need to bring in that city). They usually have offices with lawyers working for them.</p> <p>I am supplying first-hand, anecdotal information about the two most notorious offenders. There are several other "smaller fish", but the two listed above seem to be the most active in the Milwaukee community.</p> <p>Immigration practitioners seem only to be located in the Milwaukee area. In speaking with immigration attorneys and immigration activists in Madison, Kenosha, Racine, Beloit and the Fox Valley area (which has exploding numbers of Latino immigrants), there are no reports or even knowledge of such practitioners...but it is only a matter of time.</p> <p>Being closely linked to the immigrant community in Wisconsin, not just the Latino immigrant community, gives us a perspective of what the harmful issues are in the community.</p> <p>One community that has these "immigration practitioners" operating out of legitimate businesses is the Middle Eastern community. They are called "bookkeepers", and they are notaries public who offer tax and payroll services AND immigration services at the business. I do not list them, because they are not as significant as those listed above. They cater specifically to the Arabic-speaking community, which is small in Wisconsin.</p> <p>To the best of my ability, I have listed but a few of their unethical/potentially illegal practices. I tried to have a party (a college-educated, natural-born citizen) that met with the practitioner at Global Immigration Services and thought the owner was an attorney; however, this person is afraid to come forward lest she jeopardize her husband's immigration case.</p> <p>There are so many terrible stories about how these practitioners prey on unsuspecting clients, it is difficult to condense them here.</p> <p>The agencies with non-attorneys in Wisconsin accredited by Citizenship & Immigration Services to fill out paperwork and represent clients are the Catholic Charities network (which also has two immigration attorneys), the International Institute and the Council for the Spanish Speaking, Inc.</p> <p>If necessary, I am able to have a Milwaukee-area attorney, who used to be an attorney for a Notario Publico in Guadalajara, Mexico, explain to the UPL Committee exactly what the functions of a Notario are in Latin America, training involved, etc.</p> <p>I am attaching my opinion piece that appeared in the September 23, 2005 edition of the Milwaukee Journal Sentinel regarding this issue.</p>			

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

Yes No Please explain: I have been in contact with Andrew Chevez; other members may contact me also

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.*

There are numerous incidents, and as a person involved with the immigrant community, I would like to see these businesses shut down, and strong fines levied against the owners. The states of Texas, Indiana and Nebraska were able to successfully do this. Many times notarios take on cases of people who would never be able to legally stay here, giving them false hope that they can attain legal status. For example, if an undocumented person marries a citizen, it does not necessarily mean that he or she will be able to adjust their status. They are known to advise people in deportation proceedings, something that even very experienced immigration attorneys are reluctant to do. There are only a tiny handful of attorneys in Wisconsin that deal with deportation defense, due to the difficulty, length and travel requirements of such cases.

The notarios do not sign the paperwork themselves, as an attorney would. My understanding is that notarios fill out the paperwork and hand it to the clients. Please follow the lead of other states that ban notaries public from filling out immigration paperwork.

In 1999, many rumors of an amnesty were going around. The owner of Global Immigration Services was informing people that there would be an amnesty, and their fee would hold their place for the amnesty. To the best of my knowledge, she was working on this in the Latino neighborhoods in Milwaukee, and the Polish neighborhoods in Chicago. The owner also highlights to clients her experience working for the old Immigration & Naturalizations Services (now the U.S. Citizenship & Immigration Services); however, she was not an official. It is my understanding that she worked at the front counter.

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?

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 fees paid by unsuspecting "clients" are usually higher than attorney fees. Global Immigration Services only accepts cash payment in full upfront, and if the client does not have the cash readily available, they cannot pay part of the payment and then come back and pay the rest. It is all or nothing.

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.

Maria M. Flores

Signature

1-2-06

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

Notarios give notary publics a bad name

By Maria M. Flores

Posted: Sept. 22, 2005

Every day, on my way to and from work, I pass two businesses that gear their services specifically toward recent Spanish-speaking immigrants.

These businesses offer immigration "consultation," but more often than not they scam unsuspecting immigrants out of money - *a lot of money*.

Few immigrants who have been here for a long time would ever use their services. They know very well what goes on in many of those businesses. These entrepreneurs use the naiveté of newer immigrants to pass themselves off as specialists in immigration law.

The term in the Spanish-speaking community in the United States is *notario*, which in English means notary, as in a notary public.

There are "immigration specialists" or consultants targeting nearly every major immigrant community in Wisconsin, especially in Milwaukee. The Middle Eastern and Eastern European communities have these people working in the shadows, too.

They go by many names, some of which dishonor legitimate professions and notary publics: bookkeepers, paralegal services, immigration advisers, etc. *Notario* encompasses them all.

Why is there confusion? We all know notary services are usually free.

In Latin American countries, a *notario* is not only a lawyer but has more training and expertise and also holds an esteemed, quasi-official position. Some notary publics in the U.S. take advantage of this and pass themselves off as experts in immigration law. This is an unregulated field.

Notary publics they may be, but *notarios* they are not. A notary may not prepare paperwork for clients. A notary may not charge more than 50 cents for most procedures. The fees for *notarios* in Milwaukee can run into the thousands of dollars.

More often than not, clients can avoid headaches if they just go to a lawyer first. A lawyer's basic services usually cost less than a *notario's*, and clients have legal recourse if their case is mishandled.

Unfortunately, many clients do not consult an attorney until a problem arises. Then the attorney is hired to take care of the mess left by the *notario*. The clients realize they have gotten shafted.

How do I know this and why do I keep track of this issue? I belong to a statewide, faith-based immigrant advocacy/reform coalition. I also work for an attorney who does some family-based



**WISCONSIN
LAWYERS**
EXPERT ADVISERS.
SERVING YOU.

Unauthorized Practice of Law Complaint Form

COMPLAINT # 12

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 Dettmann at the State Bar of Wisconsin, (800) 444-9404, ext. 6045.

Complainant Name (First, Middle, Last)			Date of Birth		
Veronica Ann Jackson Dukes			5-14-57		
Address		City	State	Zip	
2920 N. 11 th Street		Milwaukee	WI	53206	
County	Home Phone #	Work Phone #			
Milwaukee	(414) 372-8452	()			

Complaint Against (Name/Business Affiliation)					
Bob Saggaw Pro SB Services					
Profession					
Address		City	State	Zip	
6328 W. Wisconsin Ave		Milwaukee	WI	53213	
County	Phone #				
Milwaukee	(414) 724-2475				

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 was given a joint petition and was not told I could have filed a single one. When I told Bob that I couldn't find Ken to fill out the paper work and for his signature on one of the forms, he told me to fill it out and sign them myself. I knew then that I was in trouble.

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

I lost money and time was wasted. I now have to redo everything.

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 paid for Bob to give me the wrong forms. \$195.00 to Bob
\$175.00 to the Court

I can't find the one receipt for 100.00 given to me from Bob.

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.

Veronica Jackson Dules
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

10-01-2004

John Barrett
Milwaukee County Clerk of Court
Milwaukee County Courthouse
Courthouse Room 1204
991 N 9th Street
Milwaukee WI 53233
Receipt: 04/03/00
Payor: Jackson-Dukes, Veronica
Debtor/Party: Jackson-Dukes, Veronica

Case no: 2004F1006269 175.50

Sched	Used(\$)	Paid(\$)	Bal.(\$)
PAID	175.50	175.50	0.00

Cash(\$): 100.50

Total(\$): 100.50

Applied(\$): 175.50

Change(\$): 5.00

PRO SE SERVICES
6328 W WISCONSIN AVE
MILWAUKEE WI 53213
414-774-2475

VERONICA:

YOU BOTH NEED TO COMPLETE THE ENCLOSED FINANCIAL DISCLOSURE FORM FILLING IN THOSE ITEMS THAT APPLY TO YOU BOTH. FOR ITEMS THAT DO NOT APPLY, SIMPLY WRITE IN NONE.

WHEN YOU BOTH HAVE COMPLETED THE FORM, MAKE TWO COPIES OF IT AND RETURN ONE OF THE COPIES TO US ALONG WITH A CHECK OR MONEY ORDER FOR THE BALANCE DUE OF \$95.00 SO WE CAN COMPLETE THE REST OF YOUR PAPERWORK.

WHEN YOU FILE THAT PAPERWORK WITH THE CLERK FOR THE JUDGE YOU HAVE BEEN ASSIGNED TO, YOU WILL RECEIVE YOUR COURT DATE.

IF YOU HAVE QUESTIONS ON THE FORM, JUST GIVE US A CALL.

BOB

- this was not true!

PRO SE SERVICES
6328 W WISCONSIN AVE
MILWAUKEE WI 53213
414-774-2475

RECEIVED OF VERONICA JACKSON
THE SUM OF \$ 95.⁰⁰ AS FULL PAYMENT FOR
PREPARATION OF ALL NECESSARY DIVORCE PAPERS.

DATED 10-1-04 BY: BOB SAGGAN



Unauthorized Practice of Law Complaint Form

COMPLAINT # 13

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)		Date of Birth	
Lawrence J. Wiesneske			
Address		City	State Zip
O'Melia, Schiek & McEldowney, S.C.		Rhineland	WI 54501-1047
County	Home Phone #	Work Phone #	
Oneida	(715) 369-2888	(715) 369-2456	

Complaint Against (Name/Business Affiliation)			
Anna Bablick			
Profession			
Unknown			
Address		City	State Zip
6110 80th Place Apt. 101		Kenosha, WI	53142
County	Phone #		
	(262) 842-0287		

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

Your Name			
N/A			
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:

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 "Exhibit A" attached, and "Exhibit B" also attached.

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

Estate of Edward H. Crass, Sr.

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.

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

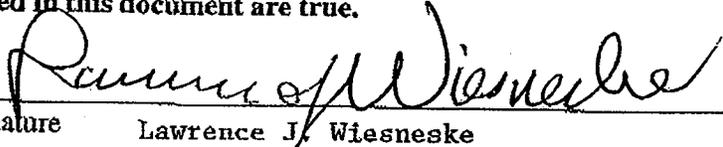
9. To your knowledge, is there any law suit or other legal action filed against anyone related to this problem?

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.

Estate of Edward H. Crass, Sr. DOD: 5-22-01
Lincoln Co. Cse no: 04+PR-41

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 Lawrence J. Wiesneske

Date 12-20-05

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

EXHIBIT A

To Whom It May Concern,

I Edward Crass, father of Glenn G. Crass Sr., and Glenn G. Crass Sr., have agreed that the land along Cloverbelt Road, about two forty acre parcels, where Glenn G. Crass Sr. lives, which I Edward Crass own, are to be given to Glenn G. Crass Sr. upon my death.

These are the conditions of this agreement:

1. He may not tell anyone of this agreement until at least 60 days after my death, because of possible problems that may occur.
2. All of this land must stay in the family.
3. After my death, Glenn G. Crass Sr. must pay all taxes on these lands.

Also there is 38 acres of land, which we call the County 40, on Kyes Rd. is also given to Glenn G. Crass Sr. for his life's work on the family farm, and for his mechanic work that he has done on the farm.

This agreement will become valid upon my death, as these are my rights, my thoughts and my wants.

Edward Crass

Glenn G. Crass Sr.

12-20-03 13:27 FROM-UMELIA SCHLER 715-309-1120 1-833 PWS/MS U-430

“EXHIBIT B”

I represented the Estate of Edward H. Crass, Sr., who died May 22, 2001, in Lincoln County Case Number 01-PR-41. The decedent died without a will and was survived by four children.

Before his death, Anna Bablick prepared a document attached hereto as “Exhibit A”. It purports to take effect upon death although it did not meet the requirements of a will. It contains numerous ambiguities.

Glen G. Crass, Sr. filed a claim against the estate based on this document. Each of the parties and the estate spent tens of thousands of dollar on their respective attorneys litigating this claim before it was decided against Glen Crass, after a trial.



Unauthorized Practice of Law Complaint Form

COMPLAINT # 14

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 Dettmann at the State Bar of Wisconsin: (608) 444-9404, ext. 6045.

Complainant Name (First, Middle, Last)		Date of Birth	
Sherry L. Jackson		9-12-56	
Address	City	State	Zip
3138 South 31 Street	Milwaukee	WI	53215
County	Home Phone #	Work Phone #	
Milwaukee	(414) 383-4888	(414) 278-4407	

Complaint Against (Name/Business Affiliation)			
ALL pro-se groups / schools / businesses			
Profession			
Address			
see list of most often complained about places			
County	Phone #		
(A)	()		

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

all pro-se litigants that come to my office

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 (B)

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

see (C)

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 don't want to hear about any changes,
or corrections - always a negative response...
I know longer call these places they always blame
the litigant - or me!

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.

there never seems to be any written agreement, billing or contractual agreement for these places. No price structure of any kind... people pay different prices for the same place. (D)

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

Yes No *a little. (see E.) - handout to people who complain, upset pro-se's*

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

District Attorney *- a couple years ago... "no time for this"*
 Attorney General Better Business Bureau
 U.S. Attorney Wis. Dept. of Regulation and Licensing
 Law Enforcement/Police Other (please specify): *talked to wis beer persons over the years.*

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.

Sherry L Jackson
Signature

12-19-05
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

See (F) - Closing statement.

(A) Pro-Se Business with Complaints

A-Divorce Fast, Inc. Located in Royal Palm Beach Florida
(advertises in yellow pages under "Attorneys")
No attorneys there! 414-357-6644

Self-Divorce located in Waukesha 262-549-6614

Aspen Pro-Se Divorce 262-388-1649

Divorce Instructions 414-281-9488

Northshore Pro-Se - gives people wrong information on a lot of issues. Owned by Atty. Mark Ditter, but run by a different person who is not an attorney. 414-352-0044

Personal Management Corporation This one is rather new. These people are calling themselves "consultants". Their forms are wrong and a lot of legal advise seems to be coming from these folks. 414-372-8256

Pro-Se Divorce Services - One of the worst offenders. This person know all over the courthouse as "Bob" is terrible. Tells people what to do and what to say. Has told women to not mention pregnancy, other children, etc. Also informs people they don't have to appear for any final hearing. Complaints on this person are endless. 414-774-2475 (also has two helpers with other phone numbers) One is a Sandy at 414-276-8330 and a Spanish speaking woman names Suzanne. All three are definitely practicing law without a license. Bob also has police complaints from neighbors reporting his residence as a business and persons yelling on his porch. It is a very interesting situation from what I hear.

Fair Justice - this place of business told me they have an attorney helping them from Legal Action...according to Legal Action, Atty Pat Risser, this is not true and was very interested in pursuing this matter. Never heard what happened. 414-355-9113

Ann Cameron another courthouse favorite. Her paperwork is, in a word, horrific. She has been know to even falsify affidavits of service. Has no legal training, education of any kind. A very poor excuse for a business. 414-464-4835

Divorce Pro-Se School This place is run by a women named LaVett. Another multiple offender. She charges over \$600.00 for forms. Never looks them over but gives people a lot of advise on how to split property, figure out child support, etc. Seems to make laws fit persons situations. Another well know name around the courthouse.

A Complete Divorce and Affordable Divorce Assistance

Run by two individuals that I think are in business together but have two separate names for their companies. Rick Baker for one and Phyllis Pemberton for the other.

There are also newer on-line services that don't comply with Wisconsin statutes or forms that are popping up all the time. A couple are Legal Zoom and National eForms.

I have samples of most of these persons mistakes, written complaints and samples of what not to do!

This complaint form is against all pro-se schools, services, on-line form providers, document preparers, etc. that help persons with divorce forms.

(B) - Question 1 – I am the Paralegal for Family Court Commissioners Office in the Milwaukee County Courthouse. I schedule stipulated and default divorces for all five branches of family law for our courts. What I see in my position as paralegal is very sad and at time frightening. People come to my office with forms that are incorrect on many levels from these so called pro-se persons. None of whom are licensed in any way. People have told me that they were misinformed about laws, marital property, court procedures, the list is endless. Some people even feel that they were helped by an “attorney” when in fact it is by someone who has not even attended any type of legal education. These persons would tell you they never say they are an attorney.....that may be true but they certainly do not say that they are not an attorney or paralegal or show any type of certificate or license. Most of these persons are under educated and low income and assume attorney goes with the territory.

(C) - Question 2 – These people take off of work, loose pay and are often times told to come back because documents are incomplete, wrong, past due or not filed and/or published timely. Some people don't even serve the other party because they were told they didn't have too. These persons also pay up to \$700 for the same papers we provide at the courthouse for under \$15.00 (with directions!) Divorce cases also become dismissed and the persons have to start over because their pro-se person did not send them the forms on time or did not answer their phone calls. Taking off work, paying parking, overpaid for forms, nothing done within the time limits of the statutes, and then to find out you cannot get a court date because of something their person did or did not do is very upsetting to all of these people. They put their trust into them and get wrong information, misrepresented and in a large sense ripped off on all levels.

(D) - Question 6 – As previously mentioned I have recently been told of one place that charged a woman \$700 and another who was disabled \$775. The average is \$350-\$400 and this does not include filing fees, publication fees or process service. I keep hearing higher prices all the time. In my opinion, our selling the forms has made a dent in their businesses and so to make up for it, their prices are going higher.

(E) - Question 7. I can only listen to complaints, so a couple of years ago I made up the attached list to use as a handout for the many frusted clients who say "what can I do, who can I call). I will admit that no one seems to care about these people. I hope now someone will listen.

(F) - Closing

I am more than happy to participate in this study in any way I can. I have letters, forms names and addresses, samples etc. of people who have yelled and cried over these services for years. It is very frustrating on my end to see these forms come across my desk, incomplete and incorrect and helping fix them when the pro-se help they paid for cashes the check and sends them off. In some ways I worry that I am even practicing law without a license since I have to help them complete what their pro-se service started. I hate doing this, but when I try to send people back to their "service" they don't want to hear it. Many times, they go to the hallway and fill in anything to "get a court date!"

Another issue is the new child-support guidelines. No pro-se service understands or uses this formula at all. Publications are a joke, no one follows the filing of a summons by publication, or the time frame involved in this procedure either.

It is a very sad situation I see daily for these persons who trust and pay for help and get a lot of anxiety in return.

Let me know whatelse I can do to assist your cause! Thank you for this opportunity on behalf of pro-se litigant in Milwaukee County.

Sincerely,

Sherry L. Jackson, Licensed Paralegal
Office of the Family Court Commisioner
Milwaukee County Courthouse

(E)

Milwaukee Bar Association
424 East Wells Street
Milwaukee, WI 53202
(414) 274-6760

Better Business Bureau
(414) 847-6000

County Consumer Fraud Unit
District Attorney 278-4585

Wisconsin Dept of Consumer Protection
10930 West Potter Road Suite C
Milwaukee, WI 53226
(414) 266-1231

Contact 6 WITI Fox
9001 North Green Bay Road
(414) 799-3666
Katina Gregory

WTMJ Channel 4 Consumer Action
(414) 967-5495
Lynise Weeks

WISN Channel 12
(414) 342-8812
Kent Wainscott

Jane L. Walker
ATTORNEY AT LAW
Associated Bank Building
100 East Sunset Drive
WAUKESHA, WISCONSIN 53189-7697
Telephone: 262/542-4420 • Fax: 262/542-4134

COMPLAINT # 15

December 5, 2005

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

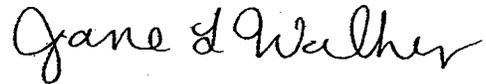
Attention: Cathleen Dettmann
State Bar Public Affairs
Media & Public Policy

Re: Unauthorized Practice of Law

Dear Ms. Dettmann:

Enclosed are examples of unauthorized practice of law I am submitting for your review. If you have any questions, please call my office.

Very truly yours,



JANE L. WALKER
Attorney at Law

JLW:sea
enclosure

Examples of unauthorized practice of law
submitted by:

Jane L. Walker
100 E. Sunset Dr.
Waukesha, WI 53189
Bar # 1019218

Example One:

1) Son contacts nursing home that his mother resides in about not being able to pay mother's bills (including that of nursing home). Nursing home suggests Durable Financial Power of Attorney. Son asks "how do we get this?" and person at nursing home says "oh, I have it right here."

2) Nursing home A gives a Durable Health Care Power of Financial Attorney to son and helps him fill it out.

3) What the nursing home is not aware of or doesn't take into consideration is that "mother" has other children - a daughter in particular - who is concerned about her brother. The son (brother) has much debt and has wanted for years to divest his mother's money and transfer it to himself.

4) "Mother" is not competent or is only marginally competent; nonetheless, the nursing home notarizes Mother's signature.

5) Son (brother) commences divesting to himself.

6) By the time mother's daughter (sister of brother) discovers what is happening, the money is gone.

Had an Attorney been involved, he/she may have determined that the mother was not competent to execute the document and suggested Guardianship.

Had an Attorney been involved, he/she would have had a document prepared appropriate for the circumstances, i.e. would not have had self-serving gifting power in document as this is not legal.

If document would have been prepared by an Attorney, the gifting power would have acknowledged others in mother's estate plan.

Had an Attorney been involved he/she would have looked into the family dynamics and more thoroughly questioned the mother.

If an Attorney had been involved, so many abuses would not have occurred. The damages were irreversible once the money was gone. It would be very difficult, if not impossible, to get the money back.

Example two

More often than they should, real estate agents/brokers, discourage parties from involving an Attorney.

When problems involving contract interpretation, which often have time constraints, arise and an Attorney is not involved, it is difficult to obtain an Attorney at the last minute. I am often unable to take a case when I get called at the last minute. If one of the parties to the transaction is misinformed by the realtor as to procedure or has relied on a Realtor and not obtained counsel, then when there is a problem, the party (Buyer or Seller) either loses the deal or is stuck with the deal. The realtor may be liable but may or may not be sued. Had the realtor encouraged Attorney participation and/or not given misinformation, it is less likely that there would not have been a problem or that the problem could have been resolved because the Attorney was already on board.

Example three

Title company preparing Deeds, Mortgages, Notes

Title Companies that do not ask questions when getting information or do not explain things to people can create a problem. When they just grab a form and fill it in, rather than have their legal department or an Attorney handle it, mistakes happen. If how title is to be taken is not considered or discussed, such as whether it should be taken as Joint Tenants or Tenants in Common or a combination or with a life Estate, there are great consequences. Parties assume the Title company knows what they are doing and knows the details of the transaction. This is not the case when the documents are mass produced.

Example four

Financial Advisor giving estate planning advice and preparing or giving clients a Will or a Trust.

Clients assume the person giving the information knows what he is talking about. Financial advisor assumes form is simple as it is, just "fill in the blank." Document is not appropriately prepared.

One area of confusion is with regard to what happens if the child beneficiary predeceased the decedent. If the principal wanted the survivors and not "by right of representation," they need to say "or survivors". If the person preparing the will does put in "or the survivor" but does not take out "by right of representation", then the document is conflicting.

I have even seen an example where a travel agency's secretary prepared a Will and did not execute it properly and now a will contest is occurring.

In my opinion, all the above examples constitute UPL:

"giving of forms"

"helping to fill out forms"

"creating documents for a transaction"

"interpreting a document"



Unauthorized Practice of Law Complaint Form

COMPLAINT # 16

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 Dellmann at the State Bar of Wisconsin: (800) 414-7404, ext. 6045.

Complainant Name (First, Middle, Last)		Date of Birth	
JULIET PAULINE FICHTNER		3.9.78	
Address	City	State	Zip
8837 W. CONGRESS ST.	MILWAUKEE	WI	53225
County	Home Phone #	Work Phone #	
MILWAUKEE	(414) 839-6112	(262) 785-2737	

Complaint Against (Name/Business Affiliation)			
A DIVORCE FAST LAW ONLINE INC.			
Profession			
LAW			
Address	City	State	Zip
325 ROYAL PALM BEACH BLVD #1128 ROYAL PALM BEACH FL			33411-7669
County	Phone #		
	(414) 357-6644		

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 CALLED A DIVORCE FIRM, AND SPOKE TO TONY. HE SAID HE
COULD DO MY DIVORCE PAPER WORK AND ALL I WOULD HAVE TO DO
IS SIGN THE PAPERS AND TAKE IT TO THE COURTHOUSE. WHEN I
RECEIVED MY PACKET IN THE MAIL, ONLY MY NAME, ADDRESS AND
SOCIAL SECURITY NUMBER WAS FILLED IN. I HAD TO FILL OUT THE
WHOLE PACKET MYSELF. WHEN I CALLED TO ASK QUESTIONS ABOUT
HOW TO GO ABOUT FILLING THE REST IN, HE WOULDN'T TALK TO
ME. SOMEONE ELSE IN THE OFFICE WOULD HELP ME, AND
COULDN'T EXPLAIN THINGS VERY WELL TO MAKE SENSE TO ME.

(CONT. ON
NEXT PG.)

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

I WAS CHARGED \$498.00 FOR A SERVICE THAT WAS
INVALID AND NOT ACCEPTED AT THE COURTHOUSE. AND
I WAS MISLED ABOUT WHAT WOULD BE PROVIDED.

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?

THIS IS A NON REFUNDABLE SERVICE AND I WOULD
RECEIVE A NEW PACKET, WHICH I HAVE NOT
RECEIVED

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

Yes No Don't know

- continued on next page -

① ON TUESDAY NOVEMBER 29th, MY HUSBAND I SPENT TWO AND A HALF HOURS AT THE COURTHOUSE TO FIND OUT THAT OUR PAPERWORK WOULD NOT BE ACCEPTED BECAUSE MOST OF THE PAPERS WERE CUT OFF AT THE TOP AND SOME HEADINGS AND SENTENCES WERE MISSING. WE DID GET TO FILE THE PETITION AND SUMMONS THOUGH. I CALLED TONY WHEN I GOT HOME TO REQUEST MY MONEY BACK, BUT HE WAS TOO BUSY AGAIN. ANOTHER WOMAN TOLD ME THAT THIS IS A NON-REFUNDABLE SERVICE, AND SHE WOULD REDO THE PACKET RIGHT AWAY. I HAVE NOT RECEIVED THAT AND IT'S BEEN OVER A WEEK. IT WAS NOVEMBER 4th 2005 THAT I HIRED THEM.

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.

#498⁰⁰ TO ^{LAW} ONLINE INC. ON MY CAPITAL ONE CREDIT CARD.

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 checked="" 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.

Juliett P. Furst
Signature

12.8.05
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

Unauthorized Practice of Law Complaint Form

COMPLAINT # 17

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 George Blank Janet Lynn Molback		Date of Birth 11/22/1966 06/20/1958	
Address W951 Lower Eagle Valley Road	City Fountain City	State WI	Zip 54629
County Buffalo	Home Phone # (608) 687-3213	Work Phone # () -	

Complaint Against (Name/Business Affiliation) Karen Bagniewski/Eagle Valley Realty Pam and Gordon Jensen/Jensen Abstract and Title			
Profession Realtor / Abstract			
Address W896 Lower Eagle Valley Road 400 2 nd South Box 145	City Fountain City Alma	State WI WI	Zip 54629 54610
County	Phone #		
Buffalo	(608) 687-8351 -		
Buffalo	(608) 685-3895 (608) 687-8509		

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

Your Name Peter Blank			
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 *please* 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.*

This situation involves the selling and buying of a parcel of agent owned property and the transfer and withdrawal of a portion of the property under the WI Managed Forest Law. First, a 180-acre parcel, described as 3 separate parcels, was purchased by Brian J. Wnuk on 08/02/05 from Karen and Rodney Bagniewski, all of which is enrolled in the MFL. Second, Janet purchased some 30 acres from Brian, dividing a 65-acre parcel illegally according to the MFL, which has resulted in withdrawal and penalties to be assessed. The issue of UPL would be that neither Brain, Janet, or myself were aware or informed by the realtor or abstract company that the division of the parcel in that way was going to result in penalties to be paid by the buyers.

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

Buyers are responsible for payment of penalties due to withdrawal of the 65-acre parcel from MFL. The credibility, ethics, and professionalism of the realtor and abstract company seem to be questionable.

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?

Both the realtor and abstract company claim to be ignorant of this section of the MFL, yet they supposedly represent the buyers in this land transaction.

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 realtor would get her percentage and fees as well as fees to Jensen Abstract and Tile

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 checked="" type="checkbox"/> Other (please specify):
C. Michael Chambers Law Offices,
100 South Main Street, P.O. Box 68
Cochrane, WI 54622-0068
(608) 248-2202 |

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.

Peter S. Blauke

12-10-05

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 6-17-05 (DATE) IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, Janet L. Moldaback & Peter G. Blank
3 offers to purchase the Property known as [Street Address] 30 Ac. on West edge of 180 Ac. S.W.
of Eagle Valley Rd in the Town of Milton County of Buffalo

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 **PURCHASE PRICE:** Ninety nine thousand
7 Dollars (\$ 99,000)

8 **EARNEST MONEY** of \$ 1,000 accompanies this Offer and earnest money of \$ 1,000
9 will be paid within 5 days of acceptance.

10 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: None

14 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 **ZONING:** Seller represents that the Property is zoned Ag. & Woodland

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider
22 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before July 29th. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36:

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Eagle Valley Realty
31 Seller's delivery address:

32 Buyer's recipient for delivery (optional):
33 Buyer's delivery address: W 951 Lamer Eagle Valley Rd.

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.
35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: ()
37 Seller: (681) 4105

38 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
39 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement
40 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

41 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
42 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
43 lease(s), if any, are None

44 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or None
45 no later than July 13 2005 unless another date or place is agreed to in writing.

46 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
47 property owner's association assessments, fuel and None other. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known; otherwise on
49 the net general real estate taxes for the preceding year) ()

50 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending
51 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

52 **PROPERTY CONDITION PROVISIONS**
53 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
54 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
55 Report dated 6-17-05 which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer.

56 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
57 ()

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

133 PROPERTY ADDRESS: 30 Ac. W on 180 ac. S. of J.E.V. Rd. [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: none
136 If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a first mortgage loan commitment as described below, within _____ days of acceptance of this

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,

151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 1.0 percent of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency, and the monthly payments shall be adjusted as necessary to maintain

157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**

168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES**

180 _____
181 Seller to transfer Woodland Stewardship and

182 CRP to Buyer at closing
183 _____
184 _____
185 _____

186 _____
187 _____

188 **ADDENDA:** The attached none is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and none other

194 _____
195 (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

268 PROPERTY ADDRESS: 30 on West edge of 180 Ac. S. of L.E.V. Rd. [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF

270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____

272 This Offer is contingent upon Buyer obtaining the following :
273 Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil

274 condition which would make the proposed development impossible or significantly increase the costs of such development.
275 Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that

276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved

279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.
281 Copies at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the

282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.
284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance

285 of such permits, approvals and licenses at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____
287 Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within 14 days of acceptance, at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: Marked corners and along wood side of hill

297 visible from stake to stake ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: A proposed amendment will not satisfy this notice requirement
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.
315 This Offer was drafted on 6-17-05 [date] by [Licensee and Firm] Kent Sargent, Eagle Valley Realty

316 (x) Peter H. Bluck _____
317 Buyer's Signature * Print Name Here: * _____ Social Security No. or FEIN * _____ Date * 6-17-05

318 (x) Janet L. Molbeck _____
319 Buyer's Signature * Print Name Here: * _____ Social Security No. or FEIN * _____ Date * 6/17/05

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 _____ Broker (By)

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (x)
326 Seller's Signature * Print Name Here: * _____ Social Security No. or FEIN * _____ Date * _____

327 (x)
328 Seller's Signature * Print Name Here: * _____ Social Security No. or FEIN * _____ Date * _____

329 This Offer was presented to Seller by _____ on _____ at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter]
331 Seller Initials _____ Date _____ Seller Initials _____ Date _____



A. Settlement Statement

Page 1 of 2

U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Buyer Buyer	E. Name and Address of Seller	F. Name and Address of Lender
Janet L. Molback and Peter G. Blank W951 Lower Eagle Valley Road Fountain City, Wisconsin 54629	Brian J. Wnuk 3707 S. Alabama Avenue Milwaukee, Wisconsin (Include Taxpayer I.D. No. of Seller) 53207	

G. Property Location	H. Settlement Agent	I. Settlement Date
Lower Eagle Valley Road Fountain City, Wisconsin 54629	Jensen Abstract and Title Place of Settlement S 2710 Schlawin Road Fountain City, WI. 54629	8/2/05

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Buyer Buyer		400. Gross Amount Due To Seller	
101. Contract sales price	99,000.00	401. Contract sales price	99,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	113.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	99,113.00	420. Gross Amount Due to Seller	99,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	928.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507. Paid to Rodney and Karen	
208.		508. Bagniewski	90,000.00
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Buyer Buyer	-0-	520. Total Reduction Amount Due Seller	90,928.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	99,113.00	601. Gross amount due to seller (line 420)	99,000.00
302. Less amounts paid by/for borrower (line 220)	(-0-)	602. Less reductions in amt. due seller (line 520)	(90,928.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	99,113.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	8,072.00

Substitute Form 1099 Seller Statement
 The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required by law to provide ("Settlement Agent") with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.
 UNDER PENALTIES OF PERJURY, I certify that the number shown on this statement is my correct taxpayer identification number.

X

(Seller's Signature)

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

L. Settlement Charges				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement	
700. Total Sales/Broker's Commission based on price \$		@	% =			
Division of Commission (line 700) as follows:						
701.	\$	to				
702.	\$	to				
703.	Commission paid at Settlement					
704.						
800. Items Payable in Connection With Loan						
801.	Loan Origination Fee	%				
802.	Loan Discount	%				
803.	Appraisal Fee	to				
804.	Credit Report	to				
805.	Lender's Inspection Fee					
806.	Mortgage Insurance Application Fee to					
807.	Assumption Fee					
808.						
809.						
810.						
811.						
900. Items Required By Lender To Be Paid In Advance						
901.	Interest from	to	@ \$	/day		
902.	Mortgage Insurance Premium for			months to		
903.	Hazard Insurance Premium for			years to		
904.				years to		
905.						
1000. Reserves Deposited With Lender						
1001.	Hazard insurance	months @ \$		per month		
1002.	Mortgage insurance	months @ \$		per month		
1003.	City property taxes	months @ \$		per month		
1004.	County property taxes	months @ \$		per month		
1005.	Annual assessments	months @ \$		per month		
1006.		months @ \$		per month		
1007.		months @ \$		per month		
1008.						
1100. Title Charges						
1101.	Settlement or closing fee	to	Jensen Abstract and Title		100.00	
1102.	Abstract or title search	to			100.00	
1103.	Title examination	to				
1104.	Title insurance binder	to				
1105.	Document preparation	to	Jensen Abstract and Title			
1106.	Notary fees	to			75.00	
1107.	Attorney's fees	to				
	(includes above items numbers:)					
1108.	Title insurance	to	Jensen Abstract and Title			
	(includes above items numbers:)					
1109.	Lender's coverage	\$				
1110.	Owner's coverage	\$ 99,000.00			456.00	
1111.						
1112.						
1113.						
1200. Government Recording and Transfer Charges						
1201.	Recording fees: Deed \$ 13.00 ; Mortgage \$; Releases \$				13.00	
1202.	City/county tax/stamps: Deed \$; Mortgage \$					
1203.	State tax/stamps: Deed \$ 297.00 ; Mortgage \$				297.00	
1204.						
1205.						
1300. Additional Settlement Charges						
1301.	Survey	to				
1302.	Pest inspection	to				
1303.						
1304.						
1305.						
1306.						
1307.						
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				113.00	928.00

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Settlement Statement.

Buyers: Janet L. Molnar Date: 8/1/05 Sellers: B-JNK Date: 8/1/05
Patsy A. Blank

CLAIR LAW OFFICES, S.C.

ATTORNEYS AT LAW
WISCONSIN & ILLINOIS PRACTICE

JOHN H. KENNEY (1908-1974)
J. EDWARD CLAIR
EDWARD F. THOMPSON
JOHN M. CLAIR

617 EAST WALWORTH AVENUE
DELAVAN, WISCONSIN 53115
PHONE: 262-728-9196
FAX: 262-728-1012

LAURA WEBER STERLING
JOHN W. (JAY) PETERSON

MAILING ADDRESS:

POST OFFICE BOX 445
DELAVAN, WI 53115-0445

December 9, 2005

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

Re: Examples of Unauthorized Practice of Law

Ladies and Gentlemen:

Please find enclosed herewith a copy of a letter that I had sent to the Walworth County Circuit Court involving one particular entity that in my opinion was consistently practicing law here in Walworth County.

I certainly believe that realtors, title companies, financial institutions, financial planners, construction lien services companies, and the like are practicing law.

It is somewhat unbelievable that the Wisconsin Supreme Court would require the State Bar to provide evidence of actual harm being caused by non-lawyers practicing law. There is no requirement in the law that there be any showing of actual harm when a journeyman plumber installs a plumbing fixture, when that journeyman plumber is not a licensed master plumber. It is simply against the law. No evidence of actual harm inflicted upon patients is necessary when a person without a medical license administers drugs or provides medical related services to patients. It is simply against the law.

I recently had an opportunity to argue a case in front of the Wisconsin Supreme Court, wherein the Office of Lawyer Regulation was attempting to suspend a lawyer's license for not being diligent, and for not returning phone calls, even though there was no allegation or evidence of actual harm being inflicted upon the clients (other than frustration). I stated the following to the Supreme Court Justices:

State Bar of Wisconsin
December 9, 2005
Page 2

“This court recently asked lawyers for quantifiable evidence not only of harm inflicted on the public when non-lawyers practice law, but also the nature and extent of the harm. Other than the frustration by the lack of communication between attorney _____ and his clients, there has been no evidence of actual harm inflicted upon the client. If there has to be quantifiable evidence of harm inflicted on the public when non-lawyers practice law, there should be a requirement of quantifiable evidence of harm inflicted upon the public when lawyers practice law.”

Lawyers and circuit court judges should help develop both criminal and non-criminal remedies to deal with cases involving the unauthorized practice of law. We should provide the Wisconsin Supreme Court with our input, and demand that the Supreme Court define the practice of law in a much broader sense than it has in the past.

Thank you for your efforts on behalf of the members of the State Bar of Wisconsin.

Sincerely,

CLAIR LAW OFFICES, S.C.

By: Edward F. Thompson
Edward F. Thompson/c

EFT/cja
Enc.

CLAIR LAW OFFICES, S.C.

ATTORNEYS AT LAW
WISCONSIN & ILLINOIS PRACTICE

COPY

JOHN H. KENNEY (1908-1974)
J. EDWARD CLAIR
EDWARD F. THOMPSON
JOHN M. CLAIR

617 EAST WALWORTH AVENUE
DELAVAN, WISCONSIN 53115
PHONE: 262-728-9196
FAX: 262-728-1012

LAURA WEBER STERLING

MAILING ADDRESS:

POST OFFICE BOX 445
DELAVAN, WI 53115-0445

June 14, 2005

Attn: Ms. Claudia J. Last
Walworth County Clerk of Courts
WALWORTH COUNTY JUDICIAL CENTER
1800 County Road NN
Elkhorn, WI 53121

Re: Balistreri & Associates v. Arizola
Case No. 05CV000373

Dear Claudia:

I came across the "Legal Notice" in the local newspaper relative to the above-entitled large claims matter pending before the Honorable James L. Carlson. I noted that the Summons was signed by a person named Cindi Mayes. I looked through the Wisconsin Lawyer Directory and could not find an attorney licensed to practice law in the State of Wisconsin by the name of Cindi Mayes. I also checked the State Bar of Wisconsin web site, and found no listings for Cindi Mayes. I then checked out the Wisconsin Department of Financial Institutions records, and came across a corporate entity known as "Balistreri and Associates Physical Therapy, Inc.," with a principal office located at 6926 - 39th Avenue, Kenosha, Wisconsin. The Delavan-Lake Geneva telephone book lists Kenosha and Delavan as two of the seven locations of Balistreri & Associates Physical Therapy.

I also examined the official court file and found that the original Summons was not signed by Cindi Mayes, but rather Sara Torresin. The original Complaint was also signed by Sara Torresin, "Financial Director." I then examined the Wisconsin Lawyer Directory and did not find an attorney licensed to practice law in the State of Wisconsin by the name of Sara Torresin. I also checked the State Bar of Wisconsin web site, and found no listings for Sara Torresin.

In the State of Wisconsin, a corporation is a legal entity which can sue or be sued as such in its corporate name. Wis. Stats. Sec. 801.04(2). All persons who are parties to an action have a right to appear, either by attorney or in their own person. Of course, a corporation

Attn: Ms. Claudia J. Last
Walworth County Clerk of Courts
WALWORTH COUNTY JUDICIAL CENTER
Page 2
June 14, 2005

cannot appear in its own proper person, and the overwhelming majority rule throughout the United States is that a corporation must appear by attorney and not some other agent (except in Wisconsin small claims actions). *Life Science Church, Bible Camp & Christian Liberty Academy v. Shawano County*, 221 Wis. 2d 331, 585 N.W. 2d 625 (Ct. App. 1998). It appears that the Wisconsin statute forbidding the unauthorized practice of law is in accord with this position. Wis. Stats. Sec. 757.30(2).

It is clear that, in general, the presentation of collection matters to the circuit court for adjudication, when done on behalf of another, is the practice of law. *State ex rel. Baker v. County Court*, 29 Wis. 2d 1 (1965).

In addition to the question of who published the legal summons, when I checked out the Consolidated Court Automation Program, I noted that the Class Code Description was that of "Money Judgment," however the Summons that is published was a "20" day notice rather than the required 45 day Summons.

I do not represent either party in the above-entitled matter. However, because I am not licensed to provide physical therapy, I refrain from practicing in the field of physical therapy. I would trust that those not licensed to practice law in the State of Wisconsin would refrain from violating the statute which prohibits the unauthorized practice of law by those not licensed as attorneys in the State of Wisconsin.

Section 757.30, Wis. Stats., makes it clear that persons who are without law licenses in the State of Wisconsin are committing a crime when they practice law in the State of Wisconsin. *Feitzinger v. Community Health Network*, 2004 WI 28, 270 Wis. 2d 1.

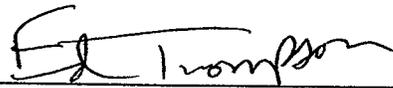
The Wisconsin Supreme Court Rules provide that a lawyer shall not assist a person who is not a member of the Bar in the performance of activity that constitutes the unauthorized practice of law. SCR 20:5.5.

Limiting the practice of law to members of the Bar protects the public against rendition of legal services by unqualified persons. See Comment to SCR 20:5.5.

Thank you for permitting me to bring this to the court's attention.

Very truly yours,

CLAIR LAW OFFICES, S.C.

By: 
Edward F. Thompson
State Bar No. 1013187

EFT/acl/et
Cc: Walworth County Bar Association