

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

ANTHONY BLESKE, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

DAUBERT LAW FIRM, LLC, PALISADES  
ACQUISITION XVI, LLC, and ASTA  
FUNDING, INC.;

Defendants.

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) Case No.: 17-cv-1107

) **CLASS ACTION COMPLAINT**

) **Jury Trial Demanded**

**INTRODUCTION**

1. This action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”), and the Wisconsin Consumer Act, chapter 427, Wisconsin Statutes (the “WCA”).

**JURISDICTION AND VENUE**

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337. Venue in this District is proper in that Defendant directed its collection efforts into the District.

**PARTIES**

3. Plaintiff Anthony Bleske is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect from him a debt allegedly incurred for personal, family, or household purposes.

5. Plaintiff is also a “customer” as defined in the Wisconsin Consumer Act in that he engaged in a consumer transaction. Wis. Stat. § 421.301(17).

6. Defendant Daubert Law Firm, LLC (“Daubert”) is a law firm with its principal place of business located at 1 Corporate Drive, Suite 400, Wausau, WI 54402.

7. Daubert is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

8. Daubert is engaged in the business of collecting debts owed to others and incurred for personal, family, or household purposes. Daubert is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

9. Defendant Palisades Acquisition XVI, LLC (“Palisades XVI”) is a foreign corporation with its principal place of business located at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

10. Palisades XVI is engaged in the business of a collection agency under Wisconsin law, in that it purchases and receives assignment of consumer debts that are in default at the time it acquires them.

11. Defendant Asta Funding, Inc. (“Asta”) is a publicly-traded, Delaware corporation with its primary place of business at 210 Sylvan Avenue, Englewood Cliffs, NJ 07632.

12. Palisades XVI is a wholly-owned subsidiary of Asta.

13. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.” On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

14. Wis. Stat § 427.103(2) states: “Debt collection” means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer.”

15. Palisades XVI and Asta are both “merchants” as defined in the WCA, as they claim to have taken assignment of the judgment against plaintiff, originally owed to Platinum Financial Services. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”).

16. The WCA’s debt collection chapter applies to all persons collecting consumer debts, including those collecting debts owed to themselves. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

17. Palisades XVI has engaged third party debt collectors and attorneys, including Daubert, to collect allegedly defaulted debts that have been assigned to them.

18. A company meeting the definition of a “debt collector” is vicariously liable for the actions of a second company collecting debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); citing *Pollice v. National Tax Funding, L.P.*, 225 F.3d 379, 404-05 (3rd Cir. 2000).

19. Asta and its subsidiary Palisades XVI are liable, both directly and indirectly, for Daubert's violations of Wisconsin law arising from actions taken on Asta’s and Palisades XVI's behalf.

## **FACTS**

20. On or about February 28, 2002 Plaintiff was sued by an entity called “Platinum Financial Services,” (“Platinum”) in Milwaukee County, Circuit Court Case No. 2002sc6626 (“the state court action”).

21. The alleged debt at issue in the state court action was an alleged credit card debt incurred for personal, family, or household purposes. Plaintiff has not opened any credit card accounts for any purpose other than purchases of household goods and services.

22. The Wisconsin Circuit Court Access (“CCAP”) report for the state court action indicates that Platinum’s address at the time of filing the state court action was “702 King Farm Blvd, Rockville, MD 20850.”

23. According to the Maryland Secretary of State’s “business entity search” website, an entity named “Platinum Financial Services Corporation” was located at 702 King Farm Blvd, Rockville, Maryland 20850, at the time of filing the state court action.

24. Upon information and belief, Platinum and the entity described in the previous paragraph were one and the same.

25. Plaintiff was never served a summons for the state court action.

26. The CCAP docket for the state court action does not include a reference to Platinum ever filing of an affidavit of service.

27. The CCAP docket also indicates that Platinum never served Plaintiff by publication. Wis. Stat. § 799.12 requires either personal service or mailing *and* publication.

28. The judgment is therefore void for insufficient service of process.

29. Nevertheless, on May 2, 2002, Platinum was granted default judgment, without Plaintiff’s knowledge, in the state court action in the amount of \$2,384.00.

30. Platinum never attempted to collect the judgment.

31. Plaintiff was not served with notice of entry of the judgment. In fact, Platinum never filed a notice of entry of judgment.

32. Approximately *fifteen* years later, on or about April 21, 2017, Daubert mailed a letter to Plaintiff in attempt to collect a debt owed to Palisades XVI, which purported to be the debt at issue in the state court action. A copy of this letter is attached to this complaint as Exhibit A.

33. Plaintiff was confused by Exhibit A. After receiving the April 21, 2017 letter, Plaintiff contacted Daubert to inquire about the alleged debt.

34. In response to Plaintiff's inquires, Daubert mailed Plaintiff some documents, one purporting to be a "Notice of Assignment of Judgment." A copy of this notice is attached to this complaint as Exhibit B.

35. Enclosed with the Notice of Assignment of Judgment was a signed affidavit, dated April 25, 2017, by "Marie Smikle," an alleged authorized representative of the dissolved Platinum Financial Services, which stated that the state court judgment "is hereby assigned to PALISADES ACQUISITION XVI, LLC...." A copy of this affidavit is attached to this complaint as Exhibit C.

36. The affidavit is false. At the time Exhibit C was signed, Platinum Financial Services had been administratively dissolved for over seven years.

37. Moreover, documents provided by Daubert to Plaintiff show that Exhibit B was not a valid assignment of the Platinum judgment to Palisades XVI at any time, as Exhibit C claims occurred on April 25, 2017.

38. Platinum was administratively dissolved on March 25, 2009. *State of Maryland Business Entity Search*, <http://tinyurl.com/ycko4apx> (visited August 9, 2017). A copy of the Articles of Dissolution filed in the state of Maryland is attached as Exhibit D.

39. Upon information and belief, “Marie Smikle,” if a real person at all, was not an authorized representative of Platinum on the date Exhibit C was executed. As stated above, Platinum had been dissolved in 2009 and had no authorized representative in 2017. Exhibit D.

40. Additionally enclosed with the Notice of Assignment of Judgment that Daubert mailed to Plaintiff were various documents that purport to be “Bills of Sale” and “Assignments of Judgment.” A copy of these documents, collectively, is attached as Exhibit E.

41. The Bills of Sale in Exhibit E contradict “Marie Smikle’s” affidavit (Exhibit C). Of the documents included in Exhibit E, the earliest records of any assignment of judgment from any party to any other party are a Bill of Sale and Assignment of Judgment, both dated March 5, 2007 (March 2007 documents).

42. The documents in Exhibit E do not show that Plaintiff’s alleged debt was assigned to Palisades XVI.

43. The March 2007 documents purport to record the transfer of an unspecified portfolio of accounts and judgments from “Great Seneca Financial Corporation” (“Great Seneca”) to “Palisades Acquisition XV, LLC.”

44. Other documents included in Exhibit E record the assignment of an unspecified portfolio of accounts and judgments from “Palisades Acquisition XV, LLC” to Palisades XVI, also on March 5, 2007.

45. Even assuming, *arguendo*, that Plaintiff’s alleged debt is included in the assigned portfolio, none of the documents in Exhibit E indicate any prior assignment of judgment from

Platinum to Great Seneca Financial Corporation or any to other entity. There is an entirely unexplained gap of five years between 2002 and 2007, and no evidence that Plaintiff's alleged debt was ever assigned to Great Seneca.

46. Moreover, Exhibits C and E cannot both be correct. The judgment could not have been "hereby assigned" from Platinum to Palisades XVI on April 25, 2017, *and* also have been assigned from Platinum to Great Seneca on March 5, 2007. Either both are wrong or one or the other is false.

47. Plaintiff was further confused by Exhibits B through E.

48. On or around June 28, 2017, Daubert arranged for a Notice of Entry of Judgment to be entered in the state court action, and Defendant Palisades XVI was added as the assigned creditor. A copy of this notice is attached to this complaint as Exhibit F.

49. On July 26, 2017, Defendant Daubert filed an Earnings Garnishment Notice in the state court action. A copy of this notice is attached to this complaint as Exhibit G.

50. Exhibit G seeks \$6,844.04. This amount is almost three times the original amount of the judgment.

51. As the judgment is void, the garnishment notice is both an attempt to collect a debt that is not owed and an abusive practice.

52. Moreover, since the judgment is void, Wisconsin's six-year statute of limitations for actions on contract applies, and has long expired.

53. Under Wisconsin law, the expiration of the statute of limitations extinguishes the debt. Wis. Stat. § 893.05 ("**Relation of statute of limitations to right and remedy.** When the period within which an action may be commenced on a Wisconsin cause of action has expired, the right is extinguished as well as the remedy.").

54. Even if Defendant Palisades XVI had a valid assignment of judgment, Defendants would still be barred by the doctrine of laches from collecting the alleged debt. *See Schafer v. Wegner*, 78 Wis. 2d 127, 254 N.W.2d 193 (1977) (The defendant was prejudiced by an unreasonable 16-year delay in bringing suit; thus laches barred suit even though the applicable limitation period did not.).

55. Daubert and Palisades XVI have recently been sued for the same conduct: attempting to collect on judgments purportedly assigned from Platinum Financial Services to Palisades XVI, supported by false affidavits of alleged authorized representatives of Platinum Financial services signed long after the dissolution of the corporation. *Scott Janiszewski v. Palisades Acquisitions XVI, LLC, et al.*, No. 17-cv-108-JPS (E.D. Wis., filed Jan. 23, 2017).

56. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 \*21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,’”); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 \*8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 \*9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems



important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 \*7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at \*5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

57. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

58. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

59. 15 U.S.C. § 1692e(2)(a) specifically prohibits “the false representation of—the character, amount, or legal status of any debt.”

60. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

61. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

62. 15 U.S.C. § 1692f(1) specifically prohibits “The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

63. 15 U.S.C. § 1692g(a)(1) requires that the debt collector provide an accurate statement of “the amount of the debt” in the first written communication to the consumer.

64. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

65. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

66. To further these goals, the Act’s protections must be “liberally construed and applied.” Wis. Stat. § 421.102(1); *see also* § 425.301.

67. “The basic purpose of the remedies set forth in Chapter 425, Stats., is to induce compliance with the WCA and thereby promote its underlying objectives.” *First Wisconsin Nat’l Bank v. Nicolaou*, 113 Wis. 2d 524, 533, 335 N.W.2d 390 (1983). Thus, private actions under the WCA are designed to both benefit consumers whose rights have been violated and also competitors of the violators, whose competitive advantage should not be diminished because of their compliance with the law.

68. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

69. The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See* Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

70. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

71. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvel Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

72. The WCA specifically allows a person to recover punitive damages “in appropriate cases.” Wis. Stat. § 425.301(1); *Gonzales v. Kohn Law Firm, S.C.*, No. 13-CV-168, 2014 U.S. Dist. LEXIS 6750\*10 (E.D. Wis. Jan. 17, 2014).

73. Wis. Stat. § 427.104(1)(h) prohibits: “Engag[ing] in other conduct which can reasonably be expected to threaten or harass the customer or a person related to the customer.”

74. Wis. Stat. § 427.104(1)(j) prohibits “Claim[ing], or attempt[ing] or threaten[ing] to enforce a right with knowledge or reason to know that the right does not exist.”

### **COUNT I – FDCPA**

75. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

76. Count I is brought against defendant Daubert.

77. The April 21, 2017 letter sent to Plaintiff by Daubert (Exhibit A) attempts to collect a debt that does not exist.

78. The efforts undertaken by Daubert to garnish Plaintiff’s earnings are an attempt to collect a debt that does not exist.

79. Daubert's attempt to collect a void judgment is also an unfair practice.

80. Daubert violated 15 U.S.C. §§ 1692e, 1692e(2)(a), 1692e(5), 1692e(10), 1692f, 1692f(1) and 1692g(a).

### **COUNT II – WCA**

81. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

82. Count II is brought against all Defendants.

83. The April 21, 2017 letter that Daubert sent to Plaintiff on behalf of Palisades XVI, Exhibit A, claims a right with knowledge that the right does not exist.

84. The April 21, 2017 letter that Daubert sent to Plaintiff on behalf of Palisades XVI, Exhibit A, a fifteen-year-old, void default judgment, could reasonably be expected to harass Plaintiff.

85. The efforts undertaken by Daubert and Palisades XVI to garnish Plaintiff's earnings claim a right with knowledge that the right does not exist.

86. The efforts undertaken by Daubert and Palisades XVI to garnish Plaintiff's earnings could reasonably be expected to harass Plaintiff.

87. Defendants violated Wis. Stat. §§ 427.104(1)(h) and 427.104(1)(j).

88. Plaintiff and all Class members are also entitled to and do seek injunctive relief prohibiting the fraudulent collection of void judgments in the future.

89. Plaintiff and all Class members also seek punitive damages for defendants' outrageous conduct.

### **CLASS ALLEGATIONS**

90. Plaintiff brings this action on behalf of a Class, consisting of (a) all natural persons in the State of Wisconsin (b) from whom Daubert attempted to collect a debt (c) allegedly owed to Palisades XVI or Asta, (d) in which default judgment was entered in favor of "Platinum Financial Services" between January 1, 2001 and March 25, 2009, (e) and in which case Daubert initiated garnishment proceedings between March 26, 2009 and August 10, 2017 inclusive, (f) and which garnishment proceedings remained active or open at any time on or after August 10, 2016, (g) which garnishment proceedings were supported by an alleged assignment of judgment from "Platinum Financial Services" to Palisades XVI (h) and also supported by an affidavit claiming to be from a "authorized representative" of Platinum Financial Services, (i) which assignment or affidavit was executed after the dissolution of Platinum Financial Services Corporation. Excluded from the class are 1) individuals who obtained the underlying debt exclusively for business purposes; 2) individuals who voluntarily made one or more payments on the individual's alleged debt on or after August 10, 2013; 3) individuals who were debtors in a

bankruptcy proceeding on or after August 10, 2011, 4) employees and first-degree relatives of employees of defendants; and 5) the judge(s) assigned to this action.

91. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

92. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Defendants' efforts to collect on an invalid judgment based upon a false assignment of judgment and fraudulent affidavit are in violation of the FDCPA and/or the WCA.

93. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

94. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

95. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

#### **JURY DEMAND**

96. Plaintiff hereby demands a trial by jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and against Defendants for:

- (a) actual damages;
- (b) statutory damages;
- (c) injunctive relief;

- (d) punitive damages;
- (e) attorneys' fees, litigation expenses and costs of suit; and
- (f) such other or further relief as the Court deems proper.

Dated: August 10, 2017

**ADEMI & O'REILLY, LLP**

By: /s/ John D. Blythin  
Shpetim Ademi (SBN 1026973)  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)  
3620 East Layton Avenue  
Cudahy, WI 53110  
(414) 482-8000 | (414) 482-8001 (fax)  
sademi@ademilaw.com  
jblythin@ademilaw.com  
meldridge@ademilaw.com

**Daubert**  
LAW FIRM, LLC

One Corporate Drive, Suite 400  
P.O. Box 1519  
Wausau, Wisconsin 54402-1519  
Tel: 715-849-3475  
Fax: 715-845-4498  
Toll Free: 877-845-1805  
email: collections@daublawn.com

April 21, 2017

Anthony Bleske  
6423 W National Ave Apt 3  
Milwaukee, Wisconsin 53214-4945

Re:	Assignee/Current Owner of the Debt:	Palisades Acquisition XVI LLC
	Original Creditor:	Fidelity Federal Bank
	Original Account Number:	XXXXXXXXXXXX6564
	Current Balance:	\$6,669.27
	Our File Number:	██████303-0

Dear Anthony Bleske:

This account has been listed with our office for collection.

At this time, no attorney with our office has personally reviewed the particular circumstances of your account.

**IMPORTANT**

**Unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by our office.**

**If the consumer notifies our office in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by our office.**

**Upon the consumer's written request within the thirty-day period, we will provide the consumer with the name and address of the original creditor, if different from the current creditor.**

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

PAYMENT COUPON	
Consumer's Name:	Anthony Bleske
Our file number:	██████303-0
Amount Enclosed:	\$
Mail Payment To:	Daubert Law Firm LLC • P.O. Box 1519 • Wausau • Wisconsin 54402-1519
Make Checks Payable To:	Daubert Law Firm LLC Trust Account or pay online at <a href="http://www.daublaw.com">www.daublaw.com</a>



PLATINUM FINANCIAL SERVICES,

Plaintiff,

vs.

Case No. 02SC6626

ANTHONY BLESKE,

Defendant.

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**NOTICE OF ASSIGNMENT OF JUDGMENT PURSUANT TO 806.18(1)**

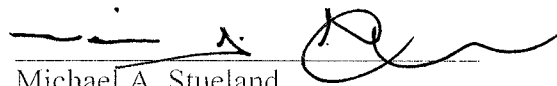
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To: Anthony Bleske  
6423 W National Ave Apt 3  
Milwaukee, Wisconsin 53214-4945

NOW COMES the assignee for the plaintiff, Palisades Acquisition XVI LLC, by its attorneys, Daubert Law Firm, LLC, by Attorney Michael A. Stueland, who hereby gives notice that the above-referenced judgment has been assigned to Palisades Acquisition XVI LLC pursuant to the attached, incorporated duly acknowledged affidavit of assignment of judgment under Wis. Stat. 806.18(1).

Dated: May 24, 2017

DAUBERT LAW FIRM, LLC  
Attorneys for Assigned Creditor



Michael A. Stueland  
State Bar No. 1066376  
One Corporate Drive, Suite 400  
P.O. Box 1519  
Wausau, WI 54402-1519  
Phone (715) 845-1805

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

PLATINUM FINANCIAL SERVICES,

Plaintiff,

vs.

Case Number 02SC6626

ANTHONY BLESKE,

Defendant.

AFFIDAVIT OF ASSIGNMENT OF JUDGMENT

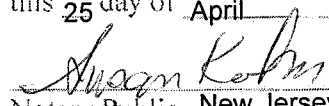
STATE OF New Jersey )  
 )SS  
COUNTY OF Bergen )

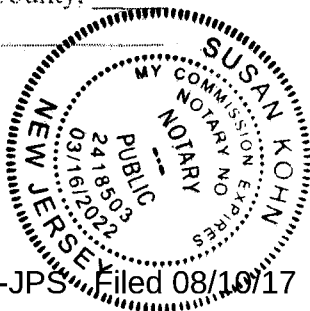
Marie Smikle being first duly sworn, on oath, deposes and says:

1. That s/he. is an authorized representative of PLATINUM FINANCIAL SERVICES.
2. That on MAY 2, 2002, this court entered a Final Judgment in favor of the Plaintiff and against the Defendant for \$2,384.00.
3. That said judgment is hereby assigned to PALISADES ACQUISITION XVI LLC together with all rights, title, and interest in and to said judgment.
4. This Affidavit of Assignment of Judgment is made pursuant to and in compliance with Wisconsin Statute section 806.18.



Subscribed and sworn to before me  
this 25 day of April, 2017.

  
Notary Public, New Jersey County, Bergen  
My commission expires: \_\_\_\_\_



Client ref# 7412

# Exhibit D

# CORPORATE CHARTER APPROVAL SHEET

**\*\*EXPEDITED SERVICE\*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 19 BUSINESS CODE \_\_\_\_\_

# D04843960

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## FEES REMITTED

Base Fee: 100

Org. & Cap. Fee: \_\_\_\_\_

Expedite Fee: 50

Penalty: \_\_\_\_\_

State Recordation Tax: \_\_\_\_\_

State Transfer Tax: \_\_\_\_\_

Certified Copies \_\_\_\_\_

Copy Fee: \_\_\_\_\_

Certificates \_\_\_\_\_

Certificate of Status Fee: \_\_\_\_\_

Personal Property Filings: \_\_\_\_\_

Mail Processing Fee: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL FEES: 150

Credit Card \_\_\_\_\_ Check ☒ Cash \_\_\_\_\_

1 Documents on 1 Checks

Approved By: 10

Keyed By: \_\_\_\_\_

COMMENT(S):

*Affidavit filed on line of 09/15*



1000361997806967

ID # D04843900 ACK # 1000361997806967

PAGES: 0003

PLATINUM FINANCIAL SERVICES CORPORATION

03/25/2009 AT 09:33 A WO # 0001700093

New Name \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Change of Business Code

\_\_\_\_\_ Adoption of Assumed Name

\_\_\_\_\_ Other Change(s)

Code \_\_\_\_\_

Attention: \_\_\_\_\_

Mail: Name and Address

*Thomas A. Hennig*

*9841 Washington Blvd, Suite 410*

*Groethuesburg NJ 07038*

Stamp Work Order and Customer Number HERE

CUST ID: 0002257055

WORK ORDER: 0001700093

DATE: 03-25-2009 09:33 AM

AMT. PAID: \$150.00

## Articles of Dissolution

**FIRST:** The name of the corporation is

Platinum Financial Services Corporation

**SECOND:** The address of the principal office of the corporation is

9841 Washingtonian Blvd., Suite 410, Gaithersburg, MD 20878

(NOTE: Address cannot be a post office box, include a street name and number. The address must be within Maryland.)

**THIRD:** The resident agent of the corporation who shall serve for one year after dissolution and until the affairs of the corporation are wound up is Thomas A. Henning

whose address is 9841 Washingtonian Blvd., Suite 410, Gaithersburg, MD 20878

**FOURTH:** The name and address of each of the directors is as follows:

<u>Thomas A. Henning</u>	<u>9841 Washingtonian Blvd., Suite 410</u>
	<u>Gaithersburg, MD 20878</u>
<u>Cheryl Kavanagh</u>	<u>same as above</u>
<u>Dominique Hodo</u>	<u>same as above</u>
<u>Ronald J. Staines</u>	<u>2408 Peppermill Drive, Suite 2H</u>
	<u>Glen Burnie, MD 21061</u>

**FIFTH:** The name, title and street address of each of the officers is as follows:

<u>Thomas A. Henning</u>	<u>Ronald J. Staines</u>
<u>President</u>	<u>Treasurer</u>
<u>see above address</u>	<u>see above address</u>

Ronald J. Staines  
Secretary  
see above address

CUST ID:0002257055  
WORK ORDER:0001700093  
DATE:03-25-2009 09:33 AM  
AMT. PAID:\$150.00

**SIXTH:** The dissolution of the corporation was approved in the manner and by the vote required by law and by the charter of the corporation. The dissolution of the corporation was duly authorized by the board of directors and stockholders of the corporation.

(NOTE: For the specific procedures for approval by directors and stockholders, the charter and by-laws of the corporation the Corporations and Associations Article of the Annotated Code of Maryland should be consulted.)

**SEVENTH:** Notice of approved dissolution was mailed to all known creditors of the corporation on \_\_\_\_\_. OR The corporation has no known creditors.

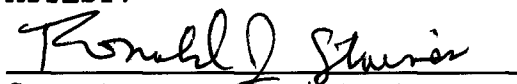
(NOTE: Use only one of the two statements in Article Seventh. If notice was mailed to creditors, Articles of Dissolution cannot be filed until after the 19th day following the mailing of the notice.)

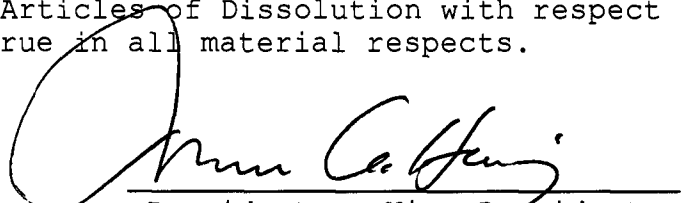
**EIGHTH:** The corporation is dissolved.

**NINTH: (OPTIONAL)** Insert here all other provisions which the corporation considers necessary to dissolve.

The undersigned (president, vice president, secretary or assistant secretary) certify under the penalties of perjury that to the best of my knowledge, information and belief, the matters and facts set forth in these Articles of Dissolution with respect to the approval thereof are true in all material respects.

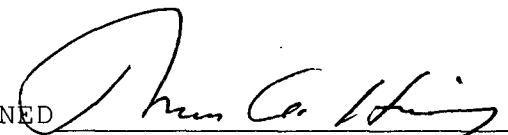
**ATTEST:**

  
Secretary or Assistant  
Secretary of Corporation

  
President or Vice President  
of Corporation

(NOTE: The officer attesting and the officer signing cannot be the same individual unless the corporation is a close or a professional service corporation.)

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNED   
Resident Agent

# Exhibit E

**BILL OF SALE**

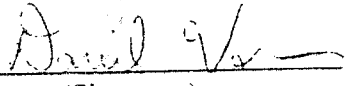
THIS BILL OF SALE is dated as of March 5, 2007 between GREAT SENECA FINANCIAL CORPORATION organized under the laws of the State of Maryland, located at 700 King Farm Blvd, Rockville, MD 20850 ("Seller") and PALISADES ACQUISITION XV, LLC, a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement (the "Agreement") dated February 5, 2007, between Buyer and the Sellers (as defined in the Agreement), Seller does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, all of the accounts of Seller included in the Accounts described in Section 1.2 of the Agreement, attached hereto as Schedule I.

This Bill of Sale is executed without recourse and without representations or warranties including, without limitation, any warranties as to collectibility, except as set forth in the Agreement.

GREAT SENECA FINANCIAL CORPORATION,  
Seller

PALISADES ACQUISITION XV, LLC  
Buyer

By:   
(Signature)

Name: Daniel Varner  
Title: President

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ASSIGNMENT OF JUDGMENTS**

GREAT SENECA FINANCIAL CORPORATION organized under the laws of the State of Maryland, located at 700 King Farm Blvd, Rockville, MD 20850 ("Assignor") hereby assigns, transfers and conveys to PALISADES ACQUISITION XV, LLC, a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Assignee") all of Assignor's right, title and interest in and to each judgment (the "Judgments") relating to the accounts referenced on the attached Exhibit A sold on the date hereof by Seller to Buyer pursuant to the terms and conditions of the purchase and sale agreement, dated February 5, 2007, between Buyer and the Sellers (as defined therein).

This Assignment of Judgments legally transfers title to the Judgments to the Assignee and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Judgments to be executed on its behalf by its duly authorized officer as of this 5<sup>th</sup> day of March, 2007.

SWORN BEFORE ME THIS DAY

3-1, 2007  
IN THE STATE OF Maryland  
COUNTY OF Montgomery

Mona L. Jones  
Notary Signature

MY COMMISSION EXPIRES MAY 1, 2009

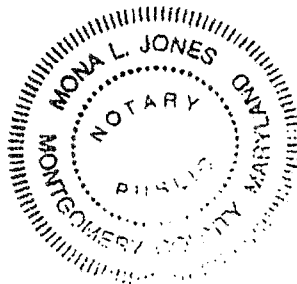
GREAT SENECA FINANCIAL  
CORPORATION

By: Daniel Varner  
(Signature)

Name: Daniel Varner

Title: President

[Notary Seal]



**BILL OF SALE**

THIS BILL OF SALE is dated as of March 5, 2007 between GREAT SENECA FINANCIAL CORPORATION organized under the laws of the State of Maryland, located at 700 King Farm Blvd, Rockville, MD 20850 ("Seller") and PALISADES ACQUISITION XV, LLC, a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Buyer")


For value received and subject to the terms and conditions of the Purchase and Sale Agreement (the "Agreement") dated February 5, 2007, between Buyer and the Sellers (as defined in the Agreement), Seller does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, all of the accounts of Seller included in the Accounts described in Section 1.2 of the Agreement, attached hereto as Schedule I.

This Bill of Sale is executed without recourse and without representations or warranties including, without limitation, any warranties as to collectibility, except as set forth in the Agreement

GREAT SENECA FINANCIAL CORPORATION,  
Seller

PALISADES ACQUISITION XV, LLC  
Buyer

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
(Signature)  
Name: Mitchell Glen  
Title: Manager

10034-01  
C39270072111407.02

### ASSIGNMENT OF JUDGMENTS

PALISADES ACQUISITION XV, LLC, a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Assignor") hereby assigns, transfers and conveys to PALISADES ACQUISITION XVI, LLC, a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 ("Assignee") all of Assignor's right, title and interest in and to each judgment (the "Judgments") relating to the accounts referenced on the attached Exhibit A sold on the date hereof by Assignor to Assignee pursuant to the terms and conditions of the sale agreement, dated March \_\_, 2007, between Assignor and Assignee.

This Assignment of Judgments legally transfers title to the Judgments to the Assignee and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Judgments to be executed on its behalf by its duly authorized officer as of this \_\_ day of March, 2007.

SWORN BEFORE ME THIS DAY

March, 2007

IN THE STATE OF New Jersey  
COUNTY OF Essex

Patti Rogers  
Notary Signature

PATTI P. ROGERS  
A Notary Public of New Jersey  
My Commission Expires June 15, 2010

[Notary Seal]

PALISADES ACQUISITION XV, LLC

By: [Signature]  
(Signature)

Name: M. F. H. Chen

Title: Manager

### BILL OF SALE

Subject to the terms and conditions of that certain Sale Agreement, dated as of March 5, 2007 (the "Agreement"), between PALISADES ACQUISITION XV, LLC ("Seller"), a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 and PALISADES ACQUISITION XVI, LLC ("Buyer"), a Delaware limited liability company organized under the laws of the State of Delaware with its headquarters/principal place of business at 210 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, and for the consideration set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, convey, assign, transfer, set over and deliver to Buyer all of Seller's right, title and interest in all of the Receivable Assets, which such Receivable Assets are more fully described in the Agreement.

This Bill of Sale is being delivered pursuant to the Agreement and is subject to each of the terms set forth therein.

This Bill of Sale shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf by its duly authorized officer as of this 5 day of March, 2007.

PALISADES ACQUISITION XV, LLC

By: 

Name: Mitchell Sh

Title: Manager

# EXHIBIT F

Platinum Financial Services et al vs. Anthony Bleske

☐ Amended**Judgment/Notice of  
Entry of Judgment**

Case No. 2002SC006626

ANTHONY BLESKE  
6423 W NATIONAL AVE APT 3  
WEST ALLIS WI 53214

**IT IS ORDERED:**Judgment for **Money** was entered into the court record on May 2, 2002.**In favor of [Creditor]:**

PALISADES ACQUISITION XVI LLC

**Creditor's attorney:**

Michael A Stueland  
Daubert Law Firm LLC  
One Corporate Drive, Suite 400  
P.O. Box 1519  
Wausau WI 54402-1519

**Against [Debtor]:**

Anthony Bleske  
6423 W National Ave Apt 3  
West Allis WI 53214

**Debtor's attorney:**

Amount of Judgment:	\$ 2192.00
Interest:	0.00
Attorney Fee:	50.00
Filing Fees:	64.00
Service Fees:	73.00
Docketing Fee:	5.00
Witness Fee:	0.00
Pre-Judgment Interest:	0.00
Other costs:	0.00

**Total Money Judgment: \$ 2384.00**

Comments: ADDED PALISSADES ACQUISITION XVI LLC ON 06/28/17

Docketing Date: 05-04-2002  
Date notice mailed: 06-28-2017

Docketing Time: 09:01 am

**IF THIS JUDGMENT WAS ENTERED FOLLOWING A HEARING BY A CIRCUIT COURT JUDGE, IT IS FINAL FOR  
PURPOSES OF APPEAL AND THE TIME FOR APPEAL BEGAN ON THE DATE OF ENTRY INTO THE COURT RECORD.**

**BY THE COURT:**

☐ Circuit Court Judge   ☐ Circuit Court Commissioner   ☐ Clerk  
☐ Deputy Clerk

**Note to Creditor:** If the docketing fee is not paid, the  
judgment will not be docketed.

**Distribution:**

Court Original  
Michael A Stueland  
Anthony Bleske

June 28, 2017

Date

# **Exhibit G**



**STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY**

Creditor: PALISADES ACQUISITION XVI LLC

**Earnings Garnishment**

Address: c/o Daubert Law Firm, LLC  
P.O. Box 1519  
Wausau, WI 54402-1519

Debtor: Anthony Bleske

Address: 6423 W National Ave Apt 3  
Milwaukee, Wisconsin 53214-4945

Case No. 02SC6626

and  
Garnishee: JIM-BERN COMPANY LLC

THE STATE OF WISCONSIN, to the garnishee:

The creditor has been awarded a court judgment that has not been paid. As a result, the creditor claims that the amount owed by the debtor is as follows:

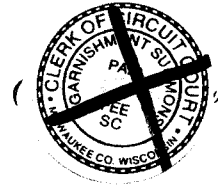
Unpaid balance on judgment	\$6,733.04
Unpaid post-judgment interest	12.000% interest accrues until paid in full
Estimated costs of this earnings garnishment	\$111.00
<b>Total amount owed by the debtor</b>	<b>\$6,844.04</b>

The creditor believes that you will owe the debtor for earnings within the next 13 weeks. If the creditor has tendered the statutorily required fees with these papers, you are directed to complete the activities listed on page 2 of this form.

- ☐ **This is a garnishment action to satisfy an order for victim restitution and there is no filing fee. This garnishment remains in effect until the judgment is satisfied.**

Please make check payable to and remit payment to:

Daubert Law Firm, LLC  
P.O. Box 1519  
Wausau, WI 54402-1519



The creditor must serve the following documents on the debtor at the time of service of this document:

- Exemption Notice - Earnings Garnishment (CV-423)
- Earnings Garnishment - Debtor's Answer (CV-424)
- Garnishment Exemption Worksheet (CV-426)
- Poverty Guidelines for Earnings (CV-427)

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**See page 2 of form for further information.**

**DETERMINE WHETHER YOU WILL OWE THE DEBTOR EARNINGS**

1. Determine if you are likely to owe the debtor for earnings in pay periods beginning within the next 13 weeks.
2. If you are not likely to owe the debtor for earnings in pay periods beginning within the next 13 weeks, send a statement stating that fact to the creditor by the end of the 7th business day after receiving the earnings garnishment forms. (Business days do not include Saturdays, Sundays, or legal holidays).

**IF THE DEBTOR SENDS YOU AN ANSWER**

3. Whenever you receive a debtor's answer form from the debtor, mail a copy of the answer form to the creditor by the end of the 3rd business day after receipt of that form. Include the date you received the answer form on the copy sent to the creditor.
4. If the debtor's answer form claims a complete exemption or defense, do not withhold or pay to the creditor any part of the debtor's earnings under this garnishment unless you receive an order of the court directing you to do so.

**MULTIPLE EARNINGS GARNISHMENTS**

5. If the debtor's earnings are already being garnished when you receive this earnings garnishment, place this earnings garnishment into effect the pay period after the last of any prior earnings garnishments terminates. Notify the debtor of the amount of the garnishment and notify the creditor of the amount owed on the pending garnishments by the end of the 7th business day after you receive these forms. If there are no prior pending earnings garnishments against the debtor's earnings, place this earnings garnishment into effect the pay period after you receive it.

**EARNINGS GARNISHMENTS LAST 13 WEEKS, EXCEPT FOR PUBLIC EMPLOYEES  
AND EXCEPT FOR GARNISHMENTS TO SATISFY AN ORDER FOR VICTIM RESTITUTION**

6. The garnishment of the earnings of employees of the state of Wisconsin and its political subdivisions, and a garnishment to satisfy an order for victim restitution under §973.20(1r), Wis. Stats., for victim restitution remain in effect until the judgment is satisfied. The garnishment of earnings of other employees will affect the debtor's earnings for all pay periods beginning within 13 weeks after you receive it, unless the debtor's earnings are already being garnished. If this earnings garnishment is delayed under paragraph 5 above, it will affect the debtor's earnings for all pay periods beginning within 13 weeks after the first day of the pay period that you put this earnings garnishment into effect. If the amount claimed by the creditor is fully paid before the end of the 13 weeks, this earnings garnishment will terminate at that point.

**PAYING THE CREDITOR**

7. Between 5 and 10 business days after each payday of a pay period affected by this earnings garnishment, pay the creditor 20% of the debtor's disposable earnings or the amount by which disposable earnings exceed thirty times the federal minimum hourly wage, whichever is less, for that pay period. After the first payment, keep a \$3 fee for each payment delivered to the creditor. That additional fee shall be deducted from the moneys delivered to the creditor. Payment is complete upon mailing. "Disposable earnings" are those remaining after deducting Social Security, state and federal income taxes.

**EFFECT OF COURT-ORDERED ASSIGNMENTS FOR SUPPORT**

8. If the debtor has assigned his or her earnings for support by court order, those support payments take priority over this earnings garnishment. If 25% or more of the debtors' disposable earnings is assigned for support by the court order, do not pay any part of the debtor's earnings to the creditor. Instead, send the creditor a statement of that fact by the end of the 7th business day after you receive these forms. If less than 25% of the debtor's earnings is assigned for support by court order, the amount the creditor must be paid is reduced so that the total of earnings assigned and garnished does not exceed 25% of the debtor's disposable earnings.

**EXTENSIONS**

9. The debtor and creditor may agree in writing to extend this earnings garnishment for additional pay periods beginning within 13 weeks after this earnings garnishment would otherwise terminate. If you receive a written extension stipulation, and an additional garnishee fee for each extension, you must honor it unless a different garnishment against this debtor's earnings is served upon you before the extension takes effect. In that case, the extension is void and you must return the extension fee to the party who paid it to you.

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

Place an X in the appropriate Box:

☐ Green Bay Division☒ Milwaukee Division**I. (a) PLAINTIFFS**

Anthony Bleske

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110  
(414) 482-8000-Telephone (414) 482-8001-Facsimile**DEFENDANTS**

Daubert Law Firm, LLC, et al.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |  | PTF                        | DEF                        |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation   | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	<b>SOCIAL SECURITY</b>	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	<b>IMMIGRATION</b>		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. 1692 et seq

Brief description of cause:

Violation of Fair Debt Collection Practices Act and Wisconsin Consumer Act

**VII. REQUESTED IN COMPLAINT:**☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

August 10, 2017

s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING JEP

JUDGE

MAG. JUDGE

# INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553  
Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# UNITED STATES DISTRICT COURT

for the  
Eastern District of Wisconsin

ANTHONY BLESKE

*Plaintiff(s)*

v.

DAUBERT LAW FIRM, LLC, PALISADES  
ACQUISITION XVI, LLC and ASTA FUNDING, INC.

*Defendant(s)*

Civil Action No. 17-cv-1107

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* DAUBERT LAW FIRM, LLC  
c/o Daniel D. Daubert  
One Corporate Drive, Suite 400  
Wausau, WI 54401

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin  
Ademi & O'Reilly, LLP  
3620 East Layton Avenue  
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. 17-cv-1107

**PROOF OF SERVICE*****(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:\_\_\_\_\_ were received by me on *(date)* \_\_\_\_\_.☐ I personally served the summons and the attached complaint on the individual at *(place)*:\_\_\_\_\_ on *(date)* \_\_\_\_\_; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_\_\_\_\_\_ on *(date)* \_\_\_\_\_; or☐ I returned the summons unexecuted because \_\_\_\_\_; or☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*\_\_\_\_\_  
*Printed name and title*\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

Print

Save As...

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Reset

**UNITED STATES DISTRICT COURT**  
for the  
Eastern District of Wisconsin

ANTHONY BLESKE

*Plaintiff(s)*

v.

DAUBERT LAW FIRM, LLC, PALISADES  
ACQUISITION XVI, LLC and ASTA FUNDING, INC.

*Defendant(s)*

Civil Action No. 17-cv-1107

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* PALISADES ACQUISITION XVI, LLC  
210 Sylvan Ave.  
Englewood Cliffs  
New Jersey 07632

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin  
Ademi & O'Reilly, LLP  
3620 East Layton Avenue  
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*STEPHEN C. DRIES, CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. 17-cv-1107

**PROOF OF SERVICE*****(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:\_\_\_\_\_ were received by me on *(date)* \_\_\_\_\_.☐ I personally served the summons and the attached complaint on the individual at *(place)*:\_\_\_\_\_ on *(date)* \_\_\_\_\_; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_\_\_\_\_\_ on *(date)* \_\_\_\_\_; or☐ I returned the summons unexecuted because \_\_\_\_\_; or☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*\_\_\_\_\_  
*Printed name and title*\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

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Reset



**UNITED STATES DISTRICT COURT**  
for the  
Eastern District of Wisconsin

ANTHONY BLESKE

*Plaintiff(s)*

v.

DAUBERT LAW FIRM, LLC, PALISADES  
ACQUISITION XVI, LLC and ASTA FUNDING, INC.

*Defendant(s)*

Civil Action No. 17-cv-1107

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* ASTA FUNDING, INC.  
210 Sylvan Ave.  
Englewood Cliffs  
New Jersey 07632

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin  
Ademi & O'Reilly, LLP  
3620 East Layton Avenue  
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*STEPHEN C. DRIES, CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. 17-cv-1107

**PROOF OF SERVICE*****(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))***This summons and the attached complaint for *(name of individual and title, if any)*:\_\_\_\_\_ were received by me on *(date)* \_\_\_\_\_.☐ I personally served the summons and the attached complaint on the individual at *(place)*:\_\_\_\_\_ on *(date)* \_\_\_\_\_; or☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or☐ I served the summons and the attached complaint on *(name of individual)* \_\_\_\_\_who is designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_\_\_\_\_\_ on *(date)* \_\_\_\_\_; or☐ I returned the summons unexecuted because \_\_\_\_\_; or☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*\_\_\_\_\_  
*Printed name and title*\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

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Reset

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Three Debt Collectors Tried to Collect Debt on Behalf of Dissolved Company](#)

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