

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

FORTUNE AVENUE, LLC,
Plaintiff,

Case No.

v.

HOWARD BEDFORD,
Defendant.

NOTICE OF REMOVAL

Defendant Howard Bedford (“Bedford”), pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, hereby gives notice to this Court, the Clerk of Circuit Court of Brown County, and Plaintiff Fortune Avenue, LLC (“Fortune Avenue”) of the removal of the action commenced by Fortune Avenue in the Circuit Court of Brown County, namely, *Fortune Avenue, LLC v. Howard Bedford*, Case No. 18 CV 857 (the “State Court Action”), to the United States District Court for the Eastern District of Wisconsin. In support of this Notice of Removal, Bedford states as follows:

1. On or about July 17, 2018, Fortune Avenue filed the State Court Action in the Circuit Court for Brown County, Wisconsin. A true and correct copy of the Summons and Complaint in the State Court Action is attached as **Exhibit A**.

2. Bedford, through counsel, admitted service of the Summons and Complaint in the State Court Action on August 15, 2018. A true and correct copy of the Admission of Service is attached hereto as **Exhibit B**. Bedford also admitted service of an Electronic Filing Notice from the State Court action, a true and correct copy of which is attached hereto as **Exhibit C**. Bedford has not been served with any other process, pleadings or orders in the State Court Action.

3. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b) in that thirty (30) days have not expired since August 15, 2018, the date upon which Bedford admitted service of the Summons and Complaint.

4. This Court has original diversity jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332, because there is complete diversity of citizenship between the parties and because the allegations in the Complaint place at issue an amount in controversy an amount exceeding \$75,000, exclusive of interest and costs.

5. Fortune Avenue is now and was at the time of filing the Complaint, a citizen of the States of Wisconsin and Georgia for purposes of diversity jurisdiction. Upon information and belief, the sole member of Fortune Avenue is Spirit Construction Services, Inc. Spirit Construction Services, Inc. is a Georgia corporation with a principal place of business located in Green Bay, Wisconsin and is, therefore, a citizen of Georgia and Wisconsin for purposes of federal diversity jurisdiction.

6. Bedford is now and was at the time of the filing of the Complaint a citizen of the State of Florida.

7. Because Fortune Avenue, a citizen of both Wisconsin and Georgia, is of diverse citizenship from Bedford, a citizen of Florida, there is diversity for purposes of 28 U.S.C. § 1332.

8. In its Complaint, Fortune Avenue seeks judgment against Bedford in the amount of \$560,762.77 pursuant to a promissory note.

9. Pursuant to 28 U.S.C. § 1446(d), Bedford will provide a copy of this Notice of Removal to the Clerk of Court for the Circuit Court of Brown County, Wisconsin and serving written notice of this filing upon counsel for Fortune Avenue.

WHEREFORE, Bedford hereby removes this action described in this Notice of Removal and now pending in the Circuit Court for Brown County, Wisconsin to the United States District Court for the Eastern District of Wisconsin, Green Bay Division.

Dated this 4th day of September, 2018.

By: s/ Jonathan T. Smies
Jonathan T. Smies
State Bar No. 1045422
Godfrey & Kahn, S.C.
200 South Washington Street, Suite 100
Green Bay, WI 54301-4298
Phone: 920-432-9300
Fax: 920-436-7988
Email: jsmies@gklaw.com

Attorneys for Defendant Howard Bedford


EXHIBIT A

STATE OF WISCONSIN CIRCUIT COURT BROWN COUNTY
BRANCH _____

If you do not provide a proper answer within twenty (20) 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 16 day of July, 2018.

JANSSEN LAW LLC

By: 
Robert J. Janssen, Attorney for Plaintiff
State Bar No. 1000525

POST OFFICE ADDRESS:
3000 Riverside Drive, Suite 210
Green Bay, WI 54301
920-425-4844

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

BROWN COUNTY

FORTUNE AVENUE, LLC
3131 MARKET STREET
GREEN BAY, WI 54304,

Plaintiff,

vs.

CASE NO.: 18 CV _____
Classification Code: 30301
Money Judgment

HOWARD BEDFORD
20 INDIAN HILL ROAD
WINNETKA, IL 60093,

Defendant.

COMPLAINT

Plaintiff, Fortune Avenue, LLC, by its attorneys, Janssen Law LLC, hereby complains of the Defendants as follows:

GENERAL ALLEGATIONS

1. The Plaintiff, Fortune Avenue, LLC, is a Wisconsin limited liability company, with a principal office located at the address of 3131 Market Street, Green Bay, Brown County, Wisconsin 54304.

2. The Defendant, Howard Bedford, upon information and belief, is an adult resident of the State of Illinois, with an address of 20 Indian Hill Road, Winnetka, IL 60093, or the State of Florida, and with an address of 914 Palm Way, North Palm Beach, FL 33408. Howard Bedford has substantial contacts and business dealings in the State of Wisconsin, including work with Straubel Paper Company, located in Brown County, WI.

VENUE

3. Venue is proper in this Court pursuant to section 801.50(2)(a) in that the claim alleged herein arises in this County, and the Promissory Note, signed by the Defendant, which is the subject of this action, authorizes venue for any collection action in the county where the plaintiff has its principal office in Wisconsin.

CAUSE OF ACTION – BREACH OF PROMISSORY NOTE

4. On October 21, 2011, the Defendant, Howard Bedford, executed a Promissory Note payable to the Plaintiff in the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) with an interest rate of no less than 5.5% until the maturity date. A copy of the Promissory Note is attached hereto as Exhibit “A”.

5. The Defendant has made five payments to date to Plaintiff totaling \$42,365.74 (\$8,395.83 on 2/29/12; \$8,434.31 on 3/31/12; \$8,472.97 on 4/30/12; \$8,511.81 on 5/31/12, and \$8,550.82 on 7/31/2012).

6. On June 13, 2018, counsel for Plaintiff sent Defendant a collection letter with written notice of their Wisconsin Consumer Act and Federal Fair Debt Collection Act rights, with a proposed settlement amount of \$413,134.49. Defendant has not provided any response to this notice. A true and accurate copy of the June 13, 2018 letter is attached hereto and incorporated herein as Exhibit “B.”

7. Defendant has failed, neglected and refused to pay the Promissory Note according to its terms, although due demand has been made by the Plaintiff.

8. Defendant is in default on the Promissory Note, and the **total balance due as of July 11, 2018, is \$560,726.77**, which includes the unpaid principal of \$322,499.81, interest of \$1,527.39 (at the rate of 5.5% through August 31, 2012 prior to loan being in default), interest of

\$201,199.57 (at the rate of 10.5% from September 1, 2012 to July 11, 2018 after the loan was in default), and delinquency charges of \$35,500.00 (71 months at \$500.00 between September 2012 and July 2018), plus all costs of collection before and after judgment, including actual attorneys' fees, all as herein provided in said Promissory Note.

WHEREFORE, Plaintiff, Fortune Avenue, LLC, respectfully requests judgment against the Defendant, Howard Bedford, for the following:

- A. An award in the amount of \$560,726.77 together with additional interest thereon of \$94.06 per day after July 11, 2018 and additional delinquency charges of \$500 per month after July 2018.
- B. For costs and disbursements of this action, including actual attorneys' fees as permitted by law; and
- C. For any other relief the court may deem just and equitable.

DATED this 16 day of July, 2018.

JANSSEN LAW LLC

By: 

Robert J. Janssen, Attorney for Plaintiff
State Bar No. 1000525

POST OFFICE ADDRESS:

3000 Riverside Drive, Suite 210
Green Bay, WI 54301
920-425-4844

THE FAIR DEBT COLLECTION NOTICE IS ATTACHED AS *EXHIBIT "C."* FOR YOUR INFORMATION, ANY INFORMATION PROVIDED BY THE DEBTOR WILL BE USED FOR THE PURPOSE OF THE COLLECTION OF THIS DEBT.

UNSECURED PROMISSORY NOTE

HOWARD BEDFORD	October 21, 2011	\$350,000.00
(Maker)	(Date)	(Amount)

1. Promise to Pay and Payment Schedule. The undersigned HOWARD BEDFORD, an adult currently residing at 20 Indian Hill Road, Winnetka, Illinois 60093 ("Maker," whether one or more), promises to pay to the order of FORTUNE AVENUE, LLC, a Wisconsin limited liability company, ("Lender") at 3131 Market Street, Green Bay, Wisconsin, the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) in thirty-eight (38) equal monthly payments of Ten Thousand and 00/100 Dollars (\$10,000.00), with the first payment due on January 10, 2012 and on the same day of each consecutive month thereafter, PLUS a final payment of the unpaid balance and accrued interest due on March 10, 2015, all subject to modification as set forth in Section 2 below. All payments include principal and interest. This Note is being issued pursuant to that certain Term Loan Agreement of even date herewith (the "Loan Agreement"). All terms not defined herein shall have the meanings set forth in the Loan Agreement.

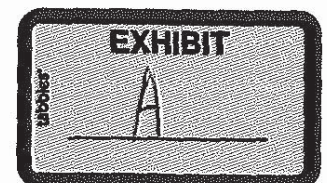
2. Interest and Charges.

(a) Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in Section 2(b) below on the unpaid principal balance, calculated as provided in Section 2(e) below.

(b) Variable Interest Rate. The stated interest rate is variable and will adjust to equal the Index Rate (defined below) plus one percentage point; provided, however, the stated interest rate shall not be less than 5.5%, and until the first change date described below, the stated interest rate shall be 5.5%. The stated interest rate shall be adjusted on the change date provided below. The "Index Rate" is the reference rate adopted by Baylake Bank from time to time as its reference rate for interest rate determinations. The stated interest rate shall be adjusted as and when the Index Rate changes. If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

(c) Payment Modification. An adjustment in the stated interest rate will result in an increase or decrease in the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments of \$10,000.00. Maker agrees to pay any resulting payments or amounts.

(d) Default Rate. Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration, lapse of time or otherwise) at the stated interest rate under Section 2(b) plus five percent (5%). All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.



(e) Interest Calculation. Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year or 366 days in a full leap year. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate stated in Section 2(b) above, and in Section 2(d) above, by 360. Prior to maturity (whether by acceleration or lapse of time) and any rate adjustment under Section 2(b) above, the daily interest rate based on this 360 day rate calculation is .01528%. Maker understands and agrees that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in Section 2(b) and in Section 2(d) above.

(f) Other Charges. If any payment (other than the final payment) is not made on or before the 5th month after its due date, Lender may collect a delinquency charge of five percent (5%) of the monthly unpaid amount. Maker agrees to pay a charge of Fifty and 00/100 Dollars (\$50.00) for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

3. No Security. This Note is unsecured.

4. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty. All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

5. Default and Enforcement. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an Event of Default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. Lender may waive any default without waiving any other subsequent or prior default by Maker. Lender may also fail or delay in exercising any right, power or remedy under this Note without waiving any such right, power or remedy. Lender's single or partial exercise of any right, power or remedy under this Note shall not preclude any other or further exercise of any right, power or remedy. To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Maker resides or the county and state in which this Note was executed and Maker submits to the jurisdiction of any such court.

6. Rights of Lender. Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments or issue releases for the payment of this Note or agree not to sue any party liable on it. Without affecting the liability of any indorser, surety or guaranty, Lender may from time to time, without notice, renew or extend the time for payment.

7. Obligations and Agreements of Maker. Maker agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth in Section 1. Maker shall not change his address without providing at least 30 days prior written notice of the change to Lender.

8. Amendments. This Note may not be supplemented or modified except in writing and signed by Maker and Lender.

9. Successors and Assigns. This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns.

10. Governing Law. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law.

11. Severability. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.


Howard Bedford

A COPY OF THE FAIR DEBT COLLECTION PRACTICES ACT NOTICE IS ENCLOSED FOR YOUR INFORMATION. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION PROVIDED WILL BE USED FOR PURPOSES OF COLLECTING THE DEBT.

June 13, 2018

Mr. Howard Bedford
914 Palm Way
North Palm Beach, FL 33408

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Howard Bedford
20 Indian Hill Road
Winnetka, IL 60093

Re: Debt owed to Fortune Avenue, LLC

Dear Mr. Bedford:

We represent Fortune Avenue, LLC with regard to the debt owed by you in connection with the Promissory Note dated October 21, 2011, which is attached for your reference.

According to our records, you made five payments totaling \$42,365.74 to date for the October 21, 2011 Promissory Note (\$8,395.83 on 2/29/12; \$8,434.31 on 3/31/12; \$8,472.97 on 4/30/12; \$8,511.81 on 5/31/12, and \$8,550.82 on 7/31/2012). Thus, with interest, you owe Fortune Avenue, LLC **\$413,134.49 as of March 19, 2018**. Interest is continuing to accrue on this debt.

We respectfully request that payment be made on the amount due and owing **on or before June 27, 2018**. If you do not pay the sum of money by that time, we will take whatever legal action is necessary to protect our interest. I thank you for your anticipated cooperation. If you have any questions, please do not hesitate to contact me.

Very truly yours,

JANSSEN LAW LLC

By: 

Robert J. Janssen
bob@janssenlawfirm.com

RJJ:kmv
Enc.

Cc: Mr. Jim Kellam via email



UNSECURED PROMISSORY NOTE

HOWARD BEDFORD	October 21, 2011	\$350,000.00
(Maker)	(Date)	(Amount)

1. Promise to Pay and Payment Schedule. The undersigned HOWARD BEDFORD, an adult currently residing at 20 Indian Hill Road, Winnetka, Illinois 60093 ("Maker," whether one or more), promises to pay to the order of FORTUNE AVENUE, LLC, a Wisconsin limited liability company, ("Lender") at 3131 Market Street, Green Bay, Wisconsin, the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) in thirty-eight (38) equal monthly payments of Ten Thousand and 00/100 Dollars (\$10,000.00), with the first payment due on January 10, 2012 and on the same day of each consecutive month thereafter, PLUS a final payment of the unpaid balance and accrued interest due on March 10, 2015, all subject to modification as set forth in Section 2 below. All payments include principal and interest. This Note is being issued pursuant to that certain Term Loan Agreement of even date herewith (the "Loan Agreement"). All terms not defined herein shall have the meanings set forth in the Loan Agreement.

2. Interest and Charges.

(a) Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in Section 2(b) below on the unpaid principal balance, calculated as provided in Section 2(e) below.

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(f) Other Charges. If any payment (other than the final payment) is not made on or before the 5th month after its due date, Lender may collect a delinquency charge of five percent (5%) of the monthly unpaid amount. Maker agrees to pay a charge of Fifty and 00/100 Dollars (\$50.00) for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

3. No Security. This Note is unsecured.

4. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty. All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

5. Default and Enforcement. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an Event of Default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. Lender may waive any default without waiving any other subsequent or prior default by Maker. Lender may also fail or delay in exercising any right, power or remedy under this Note without waiving any such right, power or remedy. Lender's single or partial exercise of any right, power or remedy under this Note shall not preclude any other or further exercise of any right, power or remedy. To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Maker resides or the county and state in which this Note was executed and Maker submits to the jurisdiction of any such court.

6. Rights of Lender. Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments or issue releases for the payment of this Note or agree not to sue any party liable on it. Without affecting the liability of any indorser, surety or guaranty, Lender may from time to time, without notice, renew or extend the time for payment.

7. Obligations and Agreements of Maker. Maker agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth in Section 1. Maker shall not change his address without providing at least 30 days prior written notice of the change to Lender.

8. Amendments. This Note may not be supplemented or modified except in writing and signed by Maker and Lender.

9. Successors and Assigns. This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns.

10. Governing Law. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law.

11. Severability. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.


Howard Bedford

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (the Act),
15 U.S.C. Section 1692 As Amended**

Janssen Law, LLC is a debt collector and is attempting to collect a debt on behalf of the creditor named in the attached correspondence.

1. Any information provided by the debtor will be used for the purpose of collection of the debt.
2. The amount of the debt is stated in this correspondence.
3. The creditor to whom the debt is owed is set forth in this correspondence.
4. The debt described herein will be assumed to be valid, unless the debtor, within thirty (30) days after the receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.
5. If the debtor notifies, in writing, within, the thirty (30) 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 debtor.
6. If the creditor named is not the original creditor, and if the debtor makes a written request within the thirty (30) days from the receipt of the notice, the name and address of the original creditor will be mailed to the debtor.
7. Written requests required pursuant to this Notice should be addressed to Janssen Law, LLC, 3000 Riverside Drive, Suite 210, Green Bay, WI 54301.

**BE ADVISED THAT THE PLAINTIFF MAY FILE SUIT AGAINST YOU
BEFORE THE EXPIRATION OF THE 30 DAY PERIOD**

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT (the Act),
15 U.S.C. Section 1692 As Amended**

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6. If the creditor named is not the original creditor, and if the debtor makes a written request within the thirty (30) days from the receipt of the notice, the name and address of the original creditor will be mailed to the debtor.
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BEFORE THE EXPIRATION OF THE 30 DAY PERIOD**



EXHIBIT B

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH IV

BROWN COUNTY

FORTUNE AVENUE, LLC,

Plaintiff,

vs.

CASE NO.: 18 CV 857

Classification Code: 30301

Money Judgment

HOWARD BEDFORD,


Defendant.

ADMISSION OF SERVICE

Howard Bedford, having provided actual express authority to do so to his attorney, Jonathan T. Smies, hereby admits due and proper service of the Summons and Complaint, and Electronic Filing Notice in the above-captioned matter satisfying Wisconsin Statutes Section 801.11(1)(d).

Dated this 15th day of August, 2018.

GODFREY & KAHN, S.C.



Jonathan T. Smies
State Bar No. 1045422

Attorneys for Howard Bedford

P.O. ADDRESS:
Godfrey & Kahn, S.C.
200 South Washington Street, Suite 100
Green Bay, WI 54301-4298
Phone: 920-432-9300
Fax: 920-436-7988
Email: jsmies@gklaw.com

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 NEXT PAGE OF THIS FORM.)

Place an "X" in the appropriate box (required): ☒ Green Bay Division ☐ Milwaukee Division

I. (a) PLAINTIFFS

Fortune Avenue, LLC

DEFENDANTS

Howard Bedford

(b) County of Residence of First Listed Plaintiff Brown
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Ryan Froelich
Janssen Law LLC
3000 Riverside Drive, Ste. 210, Green Bay, WI 54301 920-425-4844

Attorneys (If Known)

Jonathan T. Smies
Godfrey & Kahn, S.C.
200 S. Washington St., Ste. 100, Green Bay, WI 54301 920-432-9300

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 checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and 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)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332

Brief description of cause:

Claim for enforcement of promissory note

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

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

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

09/04/2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Jonathan T. Smies

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

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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
- (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
- (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.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" 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 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; **NOTE: 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

- 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.
 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
 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

- 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 actual dollar amount 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.