

Private Discipline

The Wisconsin Supreme Court permits the Office of Lawyer Regulation (OLR) to publish, for educational purposes, a summary of facts and professional conduct rule violations in matters in which the OLR imposed private reprimands. The summaries do not disclose information identifying the reprimanded attorneys. The summaries of selected private reprimands are printed to help attorneys avoid similar misconduct problems.

Terminating Representation

Violations of SCR 20:1.16(d)

A lawyer violated SCR 20:1.16(d) by failing to timely comply with successor counsel's requests for the client file made after the termination of the representation. The lawyer took three months to provide successor counsel with the file, which successor counsel needed for purposes of a criminal appeal.

A Wisconsin Supreme Court-appointed referee approved the parties' private reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The parties' agreement included aggravating and mitigating factors in support of the proposed private reprimand. In aggravation, the lawyer had prior misconduct, a private reprimand in 2015 and a public reprimand in 2021. In addition, the lawyer had been practicing for about 20 years. In mitigation, during the three months at issue, the lawyer experienced serious health issues and several personal and family issues that collectively affected the lawyer's conduct in this matter.

Lack of Diligence; Protection of Advanced Fees

Violations of SCR 20:1.3 and SCR 20:1.5(f)

A lawyer providing representation to a client in criminal and divorce proceedings violated SCR 20:1.5(f) by placing advanced flat fees in the lawyer's business account and then failing to comply with the alternative protections for advanced fees not held in trust by not promptly providing the client a final accounting

and other written notices required by SCR 20:1.5(g)(2) upon termination of the representation.

The lawyer violated SCR 20:1.3 by not filing a complete and accurate findings of fact, conclusions of law, and judgment of divorce for the client until almost three months after the client's divorce hearing.

The lawyer had been practicing for more than 25 years. The lawyer had a prior private reprimand in 2019.

A supreme court-appointed referee approved a consensual private reprimand agreement between the lawyer and the Office of Lawyer Regulation (OLR), including their stipulation of facts and proposed violations, and issued a private reprimand pursuant to SCR 22.09(3).

Lack of Diligence and Communication; Terminating Representation

Violations of SCR 20:1.3, SCR 20:1.4(a)(4), SCR 20:1.5(b)(1), and SCR 20:1.16(d)

A lawyer represented a client in a guardianship proceeding for the client's aunt. The aunt's brother was the petitioner in three guardianship proceedings for the aunt. The client did not want the aunt's brother as guardian for the aunt. The court dismissed the first two guardianship proceedings. On March 5, 2024, the aunt's brother filed the third guardianship proceeding.

After receiving notice of the guardianship proceeding in March, the lawyer violated SCR 20:1.3 by failing to file the notice of appearance until the date of the guardianship hearing in May and then failing to remain at the hearing after the court denied the lawyer's request for an adjournment, thus leaving the client unrepresent-

ed for the duration of the hearing.

By failing to respond to the client's requests for information, the lawyer violated SCR 20:1.4(a)(4).

By failing to communicate to the client in writing the scope of the representation and the basis or rate of the fee and expenses, the lawyer violated SCR 20:1.5(b)(1).

By terminating the representation without giving reasonable notice to the client, the lawyer violated SCR 20:1.16(d).

A supreme court-appointed referee approved the parties' reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The lawyer had been practicing for more than 10 years and had no prior discipline.

Lack of Diligence and Communication

Violations of SCR 20:1.3 and SCR 20:1.4(a)(3) and (4)

A lawyer in a criminal case violated SCR 20:1.4(a)(3) and (4) by not communicating with a client for over three months leading up to a plea and sentencing hearing when the client made multiple requests for communication and by then communicating with the client using inappropriate language right before the hearing. The lawyer violated SCR 20:1.3 by not timely filing the client's notice of intent to pursue postconviction relief.

The lawyer had been practicing for over 15 years and had no prior discipline.

A supreme court-appointed referee approved a consensual private reprimand agreement between the lawyer and the OLR, including their stipulation of facts and proposed violations, and issued a private reprimand pursuant to SCR 22.09(3).

Lack of Diligence and Communication; Terminating Representation

Violations of SCR 20:1.3, SCR 20:1.4(a), and SCR 20:1.16(c)

A law firm terminated a lawyer's partnership in the firm. Upon the lawyer's departure, the firm gave the lawyer all bankruptcy files from cases the lawyer had handled because no other attorney in

the firm practiced bankruptcy law. Court rules required the lawyer, not the lawyer's former firm, to move to withdraw from any of the bankruptcy cases in which the lawyer did not intend to continue representing the debtors. Several years later, one of the lawyer's clients with a pending Chapter 13 bankruptcy faced dismissal of the client's case. When the client attempted to contact the lawyer, the lawyer did not respond and did not assist in addressing the motion to dismiss.

The lawyer violated SCR 20:1.3 by lack of diligence, SCR 20:1.4(a)(4) by failing to respond to the client's request for information, and SCR 20:1.16(c) by failing to comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. The lawyer had no prior discipline.

A supreme court-appointed referee approved the parties' private reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

Lack of Communication; Failure to Communicate Scope of Representation **Violations of SCR 20:1.4(a) and (b) and SCR 20:1.5(b)(1) and (2)**

A lawyer represented a person and the person's adult child in a civil lawsuit against another individual regarding a dispute over stored equipment. On Aug. 29, 2024, a mediation was held in the case. All parties and their counsel were present at the mediation, except the adult child, who was not notified of the mediation.

At the end of the mediation the parties, except for the adult child, reached an agreement to settle the case. The mediator indicated that they could not proceed with the settlement without the adult child's consent. It was agreed that upon the adult child's consent, the lawyer would sign the agreement in their stead. The lawyer called the adult child with the mediator in the room and summarized the terms of the agreement. The lawyer did not, however, read through the specific terms of the agreement with the

adult child. Thereafter, the parties and their counsel signed a two-page settlement agreement and the lawyer signed on behalf of the adult child.

By failing to inform the adult child of the mediation, the lawyer violated SCR 20:1.4(a)(3).

By failing to explain the settlement agreement to the adult child to the extent reasonably necessary to allow the adult child to make an informed decision, the lawyer violated SCR 20:1.4(b).

By failing to communicate to the clients in writing the scope of the representation, the basis or rate of the fee and expenses, and the purpose and effect of their advanced fee payment, the lawyer violated SCR 20:1.5(b)(1) and (2).

A supreme court-appointed referee approved the parties' reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The lawyer had been practicing for more than 10 years and had no prior discipline.

Lack of Communication and Diligence **Violations of SCR 20:1.4(a)(4) and SCR 20:1.3**

A lawyer, hired to represent a client in a four-year-old criminal case, violated SCR 20:1.4(a)(4) by failing to communicate with the client in the week preceding trial, as requested by the client. The lawyer also violated SCR 20:1.3 by failing to diligently pursue the client's case during the 21-month representation.

A supreme court-appointed referee approved the parties' reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The lawyer had been practicing for more than 10 years and had no prior discipline.

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Scope of Representation; Fees; Terminating Representation

Violations of SCR 20:1.2(c), SCR 20:1.5(f), and SCR 20:1.16(d)

A person contacted a lawyer after receiving a demand letter from an insurance company related to a two-car accident, in Illinois, in which the person was involved. The lawyer could not represent the person in a personal injury claim because the lawyer was not licensed in Illinois. The lawyer agreed to counter the demand letter by sending a response for a flat fee. There was no written fee agreement.

The lawyer violated SCR 20:1.2(c) by limiting the scope of the representation without obtaining the client's informed consent in writing. The lawyer violated SCR 20:1.5(f) by depositing an advanced fee payment into the lawyer's business account without using the alternative advanced fee placement measures stated in SCR 20:1.5(g). The lawyer then failed to inform the client that the representation

had ended, that the insurance company did not respond to the lawyer's response, and of the applicable statute of limitation to file a lawsuit in Illinois, in violation of SCR 20:1.16(d).

A supreme court-appointed referee approved the parties' reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The lawyer had been practicing for more than 10 years and had no prior discipline.

Lack of Diligence and Communication

Violations of SCR 20:1.3 and SCR 20:1.4(a)(2) and (3)

A lawyer in a personal injury matter violated SCR 20:1.3 by failing to take any action on the client's personal injury claim before the applicable statute of limitation lapsed. The lawyer also violated SCR 20:1.4(a)(2) and (3) by failing to contact the client for approximately 28 months

regarding the status of either the client's personal injury claim or potential worker's compensation claim.

While the attorney's firm created a file for the client's worker's compensation claim, an administrative error resulted in no file being created for the personal injury claim. The attorney had no communication with the client until nearly two-and-a-half years later, when the client contacted the attorney to discuss the worker's compensation claim. Once it was discovered the statute of limitation had lapsed, the attorney advised the client that the only way to recover in relation to that claim would be a legal malpractice action. The attorney provided the client with the attorney's malpractice insurer's information.

A supreme court-appointed referee approved a consensual private reprimand agreement between the lawyer and the OLR, including their stipulation of facts and proposed violations, and issued a private reprimand pursuant to SCR 22.09(3).

The attorney had no prior discipline.

Allocation of Authority Between Lawyer and Client; Lack of Communication

Violations of SCR 20:1.2(a) and SCR 20:1.4(a)(3)

A lawyer in a criminal case violated SCR 20:1.2(a) by entering a no-contest plea to an ordinance violation on behalf of a client without the client's authority. The lawyer also violated SCR 20:1.4(a)(3) by not informing the client of the outcome after entering the plea on the client's behalf.

The lawyer had been practicing for less than five years and had no prior discipline.

A supreme court-appointed referee approved a consensual private reprimand agreement between the lawyer and the OLR, including their stipulation of facts and proposed violations, and issued a private reprimand pursuant to SCR 22.09(3).

Lack of Communication

Violations of SCR 20:1.4(b)

A lawyer was appointed to represent a client in a criminal case. The client was

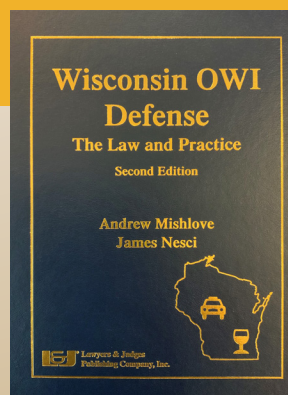
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servicing a prison sentence and had an active warrant. The lawyer violated SCR 20:1.4(b) by failing to communicate a desirable plea offer to the client before the client's release from prison.

A supreme court-appointed referee approved the parties' reprimand agreement, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The lawyer had been practicing for more than 10 years and had no prior discipline.

Fees; Terminating Representation

Violations of SCR 20:1.5(b)(1), SCR 20:1.5(h)(1), and SCR 20:1.16(d)

In the first matter, a client hired a lawyer to represent the client in a federal civil case. During the representation, the lawyer also began representing the client in several unrelated cases, including several criminal cases, an estate case, and a foreclosure action. The lawyer did not have separate written fee agreements for the

client's representations in the unrelated cases. The lawyer also disbursed \$7,500 from the lawyer's trust account to the lawyer's business account for the purpose of paying the lawyer's fee without transmitting an itemized bill to the client.

By failing to communicate to the client in writing the scope of the representation and the basis or rate of the fee and expenses in several cases in which the lawyer represented the client, the lawyer violated SCR 20:1.5(b)(1). By disbursing funds from the lawyer's trust account to the lawyer's business account for the purpose of paying fees without transmitting to the client in writing an itemized bill and other required information, the lawyer violated SCR 20:1.5(h)(1).

In a second matter, a client hired the lawyer to represent the client in pursuing personal injury claims against a business entity. Thereafter, the client hired another law firm to file a lawsuit against the same business entity with respect to a landlord-tenant matter. After the lawyer learned

that the client had hired another law firm and filed a lawsuit against the same business entity for a landlord-tenant matter, the lawyer assumed that the client had therefore terminated the lawyer's representation related to the personal injury claims. The lawyer never contacted the client to confirm the lawyer's assumption, nor did the lawyer send a closing or termination letter to the client.

Upon termination of the representation, based on the lawyer's erroneous assumption that the client terminated the representation, by failing to give reasonable notice to the client of the termination, the lawyer violated SCR 20:1.16(d).

A supreme court-appointed referee approved the parties' reprimand agreement in each matter, including their stipulation of facts and proposed violations, and issued a private consensual reprimand pursuant to SCR 22.09(3).

The lawyer had been practicing for more than 15 years and had no prior discipline. **WL**

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