STATE BAR OF WISCONSIN

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October 31, 2017

Chief Justice Patience D. Roggensack
Wisconsin Supreme Court
P.O. Box 1688
Madison, WI 53701-1688

Re: Wisconsin Lawyers' Fund for Client Protection: Annual Report for Fiscal Year 2017

Dear Chief Justice Roggensack:

Per Supreme Court Rule 12.06 (7) Audit and Report of Activities, I have enclosed a copy of the Wisconsin Lawyers' Fund for Client Protection's annual report for fiscal year 2017 along with a history of claims that have been paid by the Fund. Please feel free to contact me if you have any questions.

Sincerely,

Larry Martin
Executive Director

Bryant Park
Fund Administrator

Enclosure

Copy: Justice Shirley S. Abrahamson (w/enclosures)
Justice Ann Walsh Bradley (w/enclosures)
Justice Rebecca Grassl Bradley (w/enclosures)
Justice David Kelly (w/enclosures)
Justice Annette K. Ziegler (w/enclosures)
Justice Michael J. Gableman (w/enclosures)

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STATE BAR OF WISCONSIN

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ANNUAL REPORT OF THE WISCONSIN LAWYERS' FUND FOR CLIENT PROTECTION

FISCAL YEAR 2017
JULY 1, 2016 THROUGH JUNE 30, 2017

Attorney Wayne L. Maffei (2017) was appointed chairperson to serve until June 30, 2017. In addition to Attorney Maffei, the other members serving on the committee in fiscal year 2017 were Attorney Lindsey D. Draper (2018), Attorney Stephen D. Chiquoine (2019), who also served as vice-chair, Attorney Deborah Smith (2020), Attorney Benjamin T. Kurten (2021), Susan K. Miller (2021), and Catherine Zimmerman (2018).

The committee met three times, September 7, 2016, December 13, 2016, and April 11, 2017 to consider claims filed and address other business.

CLAIMS SUMMARY

During fiscal year 2017, the committee acted upon a total of 41 claims. The claims included 34 new claims first presented in fiscal year 2017; 2 claims deferred from fiscal year 2014, 3 claims deferred from fiscal year 2016; and 2 claims that were reconsidered from fiscal year 2016. The 41 claims were against 35 attorneys.

A total of 18 claims were approved in the following categories:

- Misappropriation of Funds – one claim totaling $2,000.00
- Unearned Advanced Fees – twelve claims totaling $34,499.20
- Theft from Estate – two claims totaling $150,000.00
- Theft by Investment – one claim totaling $150,000.000
- Trust Account Conversion – two claims totaling $300,000.00

The Fund approved claims against the following 13 individual attorneys:

- Bridget E. Boyle - one claim totaling $1,700.00

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- Andrew J. Bryant - one claim totaling $10,312.20
- Erika A. Cannaday - one claim totaling $1,306.00
- Tina M. Dahle - one claim totaling $150,000.00
- Sardar N. Durrani - one claim totaling $2,000.00
- James E. Gatzke – two claims totaling $300,000.00
- Thad M. Gegner - one claim totaling $1,000.00
- David A. Goluba - one claim totaling $145.00
- William J. Gorgan - one claim totaling $2,000.00
- William R. Lamb - one claim totaling $2,730.00
- Sarah E.K. Laux – five claims totaling $162,000.00
- Stephen F. Muza - one claim totaling $1,806.00
- Adam Walsh - one claim totaling $1,500.00

Of the 41 claims considered, 17 were approved for payment in full, 1 was approved in part and denied in part, 23 were denied in full, and zero were deferred for further consideration. As of the date of this report, 22 claims have been received for consideration in fiscal year 2018.

REVENUE

The Wisconsin Lawyers' Fund for Client Protection ended fiscal year 2016 with a balance of $192,502.00. During fiscal year 2017, there was a Wisconsin Lawyers' Fund for Client Protection assessment of $20 per attorney per SCR 12.07(2) Annual assessments; reserve. (a) *Annual assessments*. Commencing with the state bar's 2013 fiscal year, every attorney shall pay to the fund an annual assessment of $20. An attorney whose annual state bar membership dues are waived for hardship shall be excused from the payment of the annual assessment for that year. An attorney shall be excused from the payment of the annual assessment for the fiscal year during which he or she is admitted to practice in Wisconsin. (b) *Reserve*. As of May 1 of each year, any funds in excess of those required for payment of approved claims shall be maintained in a reserve account for the Wisconsin Lawyers Fund for Client Protection.

Total assessments collected amounted to $412,400.00. Interest on deposits totaled $698.00. Restitution collected from attorneys totaled $9,663.00. Total funds available to the committee for distribution during fiscal year 2017, therefore, were $615,263.00.

EXPENSES

Of the 41 claims considered in the fiscal year 2017, 15 were paid for a total amount of $336,499.00. Additionally, 3 claims, totaling $300,000.00, were approved in fiscal year 2017, but payment was deferred until fiscal year 2018.

Administrative expenses were paid in the aggregate amount of $43,478.00. Total disbursements made by the fund were thus $379,977.00. As of the end of the fiscal year—June 30, 2017—the fund balance was $235,286.00.

OTHER ACTION

The Wisconsin Supreme Court established the Wisconsin Lawyers' Fund for Client Protection (WLFCP), formerly named the Clients' Security Fund, in 1981 to reimburse people who lost money through dishonest acts of Wisconsin attorneys. Claims include unearned retainer, theft from estate, misappropriation of funds, conversion of trust account funds, and theft by investment. Claims for reimbursement and all proceedings of the committee are subject to SCR 12.04-12. Reimbursement decisions are made at the discretion of the committee.

Respectfully submitted,

WISCONSIN LAWYERS' FUND FOR CLIENT PROTECTION

Date: 10/27/17

Attorney Wayne L. Maffei, Chair

Attachment 1 - Action on Claims
Attachment 2 - Financial Statements
Attachment 3 – Fiscal Year 2017 Claims by Attorney
Attachment 4 – Fiscal Year 2017 Claims by Type of Theft

Fiscal Year 2017
July 1, 2016 – June 30, 2017

16-75 Annette Kappell v. Atty. Ryan P. Thompson
Date Filed: 1/25/16
Amount Sought: $1,000
License Status: Suspended 5/10/16 (failure to cooperate with OLR)
Summary of Claim: This claim should have been on the May 11 agenda. Claimant hired Thompson to secure a copy of her personnel file and determine whether it was appropriate to file a complaint with the WI Department of Workforce Development, Equal Rights Division. Claimant states she paid $1,000 and she met with him for 15 minutes to discuss his findings. Thompson allegedly called her the following day and said he would no longer represent her. Claimant states she asked for billings but never received any.
Action: Deny [9/17/16]
Reason: Fee dispute

17-01 Gilliam S. Mayfield v. Atty. Frank Medina
Date Filed: 3/14/16
Amount Sought: $4,000
License Status: Good (petition filed Aug. 2 with WI SC to temporarily suspend Medina's license – 20 days to respond to WI SC)
Summary of Claim: It appears that claimant hired Medina to obtain a pardon from the governor's office. Claimant paid Medina $4,000 and alleges no services were performed.
Action:Deny [9/17/16]
Reason: Fee dispute

17-03 Derek David Loy v. Atty. William R. Lamb
Date Filed: 3/14/16
Amount Sought: $2,730
License Status: Revoked
Summary of Claim: This appears to be a failure to refund an unearned advance fee. On June 9, 2015 he WI SC revoked Lamb's law license and ordered restitution of $2,730 to Loy.
Action: Pay $2,730 [9/17/16]
Reason: Per the restitution order of the Wisconsin Supreme Court

17-04 Jane C. Kelley v. Atty. Tina M. Dahle
Date Filed: 3/14/16
Amount Sought: $150,000
License Status: Suspended 4/24/12
Summary of Claim: Background: Claimant had a client/lawyer relationship with Dahle since 2004. Dahle represented claimant with respect to a real estate dispute in Door County which led to a lawsuit filed in 2008. Claimant states that around July 2009, during Dahle's representation, Dahle concurrently outlined repayment terms for money that she would borrow from claimant. Dahle allegedly said she would offset the legal invoices claimant owned related to the Door county litigation and her other representation of claimant. The loan repayment plan included Dahle repaying any outstanding funds after the two-three year loan term ended.

Response from Niemeier: Niemeier has provided copies of invoices that also show a refund made to claimant in the amount of $441.81.
Action:Deny [9/17/16]
Reason: Fee dispute

17-07 Valerie Krueger v. Atty. Jennifer Hanna
Date Filed: 4/11/16
Amount Sought: $800
License Status: Good
Summary of Claim: This appears to be a fee dispute.
Claimant hired the firm, then known as Hanna Legal, LLC, to represent her in a family law matter and paid $986.25 for legal fees. The firm issued two refunds to claimant reducing the final bill for legal services to $800, which had been the estimate given to claimant by a member of the former firm.
Claimant alleges conflict of interest as both the attorney and respondent are Hispanic; the firm charged $300/hour, not the advertised reduced fee; and that the fee charged was only for organizing paperwork. The OLR database shows that the grievance filed by claimant was closed due to insufficient evidence of dishonest conduct.

Response from Firm: The firm charged claimant for legal work as outline in the fee agreement and the billing statement.
Action:Deny [9/17/16]
Reason: Fee dispute

17-08 Valerie Krueger v. Atty. Bridget Laurent
Date Filed: 4/11/16
Amount Sought: $1,793
License Status: Good
Summary of Claim: This appears to be a fee dispute.
Claimant hired Atty. Laurent to represent her in a motion to remove her daughter from the state. Claimant has similar allegations against Atty. Laurent as she has against Atty. Hanna. However, work was performed. The OLR database shows that the grievance filed by claimant was closed due to insufficient evidence of dishonest conduct.

Response from Attorney: Atty. Laurent alleges the retainer fee was $500 and not $700 and that claimant received 25 hours of work and was charge for approximately 18 hours or work. She further states that claimant's balance due was paid in full via a combination of a payment plan, grant application and forgiveness. Claimant paid a total of $971, including the retainer amount.
Action:Deny [9/17/16]
Reason: Fee dispute

17-10 Barbara Jo Krenn/Amy Lynn De Le Rosa v/ Atty. Paul A. Ksicinski
Date Filed: 5/11/16
Amount Sought: $1,000
License Status: Good

keep them advises as to his return to private practice. Claimant alleges that between June 28, 2011 and November 23, 2011, Atty. Cobb did not respond to the discovery requests, and the Acknowledgement and Order. It appears that Cobb did file the appeal, but it was 507 days late.

Response from Attorney: In his lengthy response, Cobb insists that he provided legal services and the fees were earned.
Action:Deny [9/17/16]
Reason: Fee dispute

17-13 Carlaraie VanGrinsven v. Atty. William J. Grogan
Date Filed: 6/27/16
Amount Sought: $2,000
License Status: Revoked 6/19/14
Summary of Claim: Claimant hired Grogan to represent her grandson. The money paid was to be used to pay for a psychologist to assess the grandson and testify at his trial. Grogan did not use the money to pay the psychologist. The WI SC, on June 19, 2014, ordered Grogan to make restitution to claimant in the amount of $2,000. He did not issue the payment and claimant now seeks reimbursement from the WLFCP.
Action: Pay $2,000 [9/17/16]
Reason: Represents the amount of restitution ordered by the WI Supreme Court

17-14 Sheila Kitchens v. Atty. Odalo J. Ohiku
Date Filed: 6/29/16
Amount Sought: $7,000
License Status: Good
Summary of Claim: This claim comes to the WLFCP following a decision rendered in claimant's favor following a fee arbitration hearing conducted through the State Bar of Wisconsin Fee Arbitration Program. Claimant was awarded $7,000 by the panel, and per the rules governing the program, Attorney Ohiku was to have issued the refund within 30 days of the decision. Attorney Ohiku filed an appeal of the decision with the circuit court, per Chapter 788 of the WI State Stats. The Court upheld the decision of the panel, and Atty. Ohiku requested a jury trial.

On July 25, 2016, Milwaukee County Circuit Court Judge David A. Hansher signed the Decision and Order denying Atty. Ohiku's request and upheld that decision of the fee arbitration panel. The 30-days to reimburse claimant commenced for a second time effective the date the Order was signed. Atty. Ohiku has not issued the refund of $7,000 to claimant.

Response from Attorney: Atty. Ohiku has submitted the paperwork he submitted to Milwaukee County Circuit Court when he appealed the decision of the fee arbitration panel.
Action:Pay $7,000[9/17/16]
Reason: Ohiku issues reimbursement to claimant, and it clears the bank on or before September 30, 2017, the claim will be denied.
Follow up: Ohiku issued payment of $7,000 to claimant on September 30, 2017. Claimant has confirmed that the payment has cleared, therefore, the claim will be listed as a denied claim.

17-15 Stephanie M. Przytarski v. Atty. Christopher S. Carson

assigned to the case. Claimants allege that they were billed for services after the matter was completed. The amount being sought by the claimants is for a $575 bill paid for a vocational consulting service test. Claimants allege the firm paid the bill and did not bill claimants until their insurers would not honor paying the claim because of the length of time it took for claimants to file a claim.

Response from Attorney: Atty. Allen believes the claim is not reimbursable as the Fund will not provide reimbursement for losses resulting from disputes over the quality or timeliness of services or where a loss can be recovered from the attorney. She states both of those exceptions apply to the claim. Atty. Allen has included a copy of the fee agreement, signed by the claimants and the attorney, outlining the charges that would be applied for the services.

Response from Claimant: Claimant reinforces that its claim is for the $575 paid by the Olson firm for professional services to Vocational Consulting Services and then seeking reimbursement from them for making the payment. Because of the lateness is sending the bill to claimants, their insurance denied the claim.
Action:Deny [12/13/16]
Reason: Fee dispute

17-19 Araceli Rodriguez v. Atty. Sarah Malcore
Date Filed: 8/29/16
Amount Sought: $7,000
License Status: Good
Summary of Claim: Attorney Robert Gagan is assisting Ms. Rodriguez with the claim. Claimant hired Malcore to assist her with immigration status and to obtain a green card and paid a total of $7,000. Milwaukee Attorney John Sesini, an immigration lawyer, travels to Casa Alba Melanie in Green Bay to answer questions for the Hispanic community regarding immigration. Attorney Gagan also volunteers at Casa Alba Melanie for a free legal clinic and that is where he met the claimant. When Attorney Sesini met with claimant in Green Bay, he told her that Attorney Malcore never filed the immigration application. Claimant then met with Attorney Gagan at the legal clinic and he assisted her in filing the claim.
Action:Conditionally approve payment in the amount of $5,400 [12/13/16]
Reason: To provide Atty. Malcore 30-days to provide clear and concise evidence that she did provide work for claimant

Response from Attorney: Upon receiving the 30-day notice to provide evidence of work performed, Malcore hired Attorney Jevon Jaconi to respond. Attorney Jaconi provided two responses: the first response was undated, the second dated February 23, 2017. The materials contend that Malcore never had an attorney client relationship with Araceli Rodriguez. Attorney Jaconi alleges that Ala Ramirez, owner of a tax preparation business, Empire Tax and Araceli Rodriguez's boss, had a "sample" of Malcore's signature (Malcore had previously provided notary services to Empire Tax). He states that Ramirez used the signature to forge receipts and fee agreements, collecting the money on behalf of Malcore and keeping the money for herself. Malcore claims she never entered into an attorney client relationship to complete any work on Araceli Rodriguez's behalf.

Response from Claimant: Araceli Rodriguez maintains that she paid Malcore for services regarding

17-22 Lynette Ann Haman v. Atty. Michelle Tjader
Date Filed: 9/12/16
Amount Sought: $11,500
License Status: Good
Summary of Claim: This appears to be a fee dispute. Claimant hired Tjader to represent her in a vehicular homicide matter. Claimant paid Tjader $25,000, which would take representation through trial. Claimant alleges that throughout the representation, Tjader told her she would get probation and no jail time, however, she did receive jail time and alleges Tjader was not prepared for the sentencing. Services appear to have been performed; but the client did not like the results.

Action:Deny [12/13/16]
Reason: Fee dispute

17-26 Qin Wang/Zhexuan Zhou v. Atty. Robert M. Courtney
Date Filed: 9/19/16
Amount Sought: $4,250
License Status: Good
Summary of Claim: This appears to be a fee dispute and services were performed. According to OLR, Atty. Courtney entered into a diversion agreement designed to address the fee dispute. Claimants did not file an application seeking fee arbitration with the State Bar. It is OLR's understanding that Atty. Courtney sent claimants a narrative description of work performed, a check for a portion of the fees paid, an offer to participate in the State Bar Fee Arbitration Program, and to pay the claimant's portion of the administrative fee.

Response from Atty. Courtney: Atty. Courtney's response supports that this is a fee dispute. Atty. Courtney was hired by claimant to represent her son in a criminal matter. $5,000 was paid upon hire; and $1,000 was refunded to the claimant.
Action:Deny [12/13/16]
Reason: Fee dispute

17-27 Courtney Good v. Atty. Bridget E. Boyle
Date Filed: 10/6/16
Amount Sought: $1,700
License Status: Revoked
Summary of Claim: Claimant hired Boyle to represent her fiancé in a criminal matter. She paid Boyle $1,700 on June 22, 2013. Despite assurances made by Boyle to claimant, she did not meet with the client, nor did she perform any legal services. Claimant alleges she contacted Boyle by phone around January 8, 2014 and that Boyle told claimant that she would refund the $1,700. Claimant did not receive the refund. According to OLR Litigation Counsel William Weigel, prior to Atty. Boyle filing her petition for revocation by consent, she and OLR agreed upon appropriate restitution, however, the Good investigation had not progressed to the pont where OLR could decide to seek restitution. This information is included with the application documents.
Action:Pay $1,700 [12/13/16]
Reason: Failure to return an unearned advance fee

Summary of Claim: Per the committee's request, Kris sent a letter to Ms. Coleman requesting proof of payment to Attorney Heins. Ms. Coleman responded by letter with the original carbon copy of her check. She states, "I had originally hoped to obtain a bank statement as well but had great difficulty and little cooperation from the former bank. This account has been closed for over two years now so no online statements were available. When I contacted the branch, I was told I would be charged $117 to obtain the copies I requested, to which I refused. I hope this is sufficient, though I would add Atty. Heins would most certainly have a ledger of this payment and proof of deposit if it would be beneficial to you." My question: is the carbon copy of the check enough? It seem like someone could write that at any point in time… do I respond letting Ms. Coleman know that we need different proof of payment or is this sufficient?

OLR: OLR dismissed the grievance on March 22, 2017. *De minimus* dismissal – no clear and satisfactory evidence of a rule violation. Attorney Heins did cooperate with OLR and gave them all the information she requested, although she was rather difficult (required multiple requests/reminders).

Action: Denied. [4/11/17]
Reason: Fee dispute.

17-32 Shirley A. Rank v. Atty. David A. Goluba
Date Filed: 11/21/2016
Amount Sought: 145.00
License Status: Suspended DU/CLE/DIS, 6 month suspension and restitution (2016)
Summary of Claim: Ms. Rank hired Atty. Goluba to help with the probate of her husband's estate. She provided three car titles to Atty. Goluba that were in her husband's name, asking him to have them retitled in her name. Ultimately, after 18 months, Ms. Rank went to the DMV and had the titles changed herself. OLR investigated Atty. Goluba for claims from 2008 – 2013. The referee recommended the court direct Atty. Goluba to pay restitution of $145.00 to Ms. Ranks for the legal fees he charged her. OLR doesn't have the paper file for this matter, as it's been in storage for years. Bill Weigel can pull the file, if the Fund needs it to assess Ms. Rank's claim.

Action: Approved. [4/11/17]
Reason: Failure to return payment.

17-33 Paul and Rose Alonzo v. Atty. Sarah Laux
Date Filed: 12/20/2016
Amount Sought: $3,500.00
License Status: Revoked 6/24/15
Summary of Claim: Mr. and Mrs. Alonzo gave Atty. Laux $3,500.00 to set up a "transition trust" to obtain protection from nursing home costs. On November 7, 2011, the Alonzos signed the transition trust. Atty. Laux subsequently transferred the majority of their assets into the transition trust. The Alonzo's first heard about Atty. Laux's misconduct in 2016. They have retained Attorney Michael Kilkenny to assist in this claim alleging that Atty. Laux misrepresented the law and committed fraud to induce the Alonzos to spend $3,500. The claimants are now expending time, money, and effort to correct the errors by Atty. Laux in order for their planning to appropriately reflect their desires.

OLR: OLR did not find dishonest conduct. Attorney Runyon did represent her and did do work, although there was no written fee agreement on the front end. Ms. Strom says no fee discussion – not credible given the work he did. According to Attorney Runyon, the felony was a flat $25K. She didn't have that so they worked out a different deal, but never put it in writing. He was supposed to be providing funds and helping her rent her house. She thought he was going to pay all her bills. He received a total of $22K, he kept $18,800, which is around what he said he'd keep. He got a written fee agreement at the end, not what you're supposed to do.

Failed to get written agreement and what bills he would be responsible for. Also failing to provide full accounting of funds promptly.

OLR found that the fee was normal and reasonable. During a phone conversation with the Intake Investigator, he indicated that the recommendation was a public reprimand given the fact that Attorney Runyon has had trouble with keeping records and staying organized in the past. Waiting to see if he accepts the discipline proposal. The full OLR file was sent to me to include in the case materials.

Action:
Reason:

17-36 Dakon M. Martin v. Atty. J. Dennis Thornton
Date Filed: 2/15/2016
Amount Sought: $1,500.00
License Status: Good Standing
Summary of Claim: Mr. Martin's parents paid Attorney J. Dennis Thornton $2,500 to assist with a criminal matter. His parents entered into the contract for representation and fee agreement. They are not making the claim to the fund, nor are they listed as co-applicants on the application. There is a partial court transcript included with the application. It seems during a status conference hearing for his motion to withdraw from the case Thornton indicated that he would refund a portion of the retainer. He later sent a check for $148.96. Mr. Martin disputes Thornton's billing itemization. I sent a letter to Mr. Martin indicating that his parents were the claimants and asking for proof of payment. He responded in a letter dated, March 20, 2017, indicating that his parents paid in cash and that he repaid his parents for the money used to pay Attorney Thornton. He doesn't know how to best provide proof of payment. Possible referral to fee arb?

Action: Denied. [4/11/17]
Reason: Fee dispute and improper claimant.

17-37 Richard D. Lynn v. Atty. Michael Luebke
Date Filed: 2/8/2016
Amount Sought: $11,154.10
License Status: Good Standing
Summary of Claim: Mr. Lynn is a plaintiff in a landlord tenant matter in which he is seeking back rents and damages to a building he owns. The defendant's attorney is in possession of a final rent check, which was being held in the defendant attorney's trust account. Mr. Lynn's attorney wrote to

License Status: Deceased, 2.5 suspension, restitution and conditions (2015)
Summary of Claim: In 2004, Atty. Rathum represented Ms. Steven in a personal injury case. At the time, Ms. Stevens was a minor. A resolution of the case resulted in an Order Approving Minor Settlement, which instructed Atty. Rathum to invest Ms. Steven's settlement ($3,634.73) in a savings account through U.S. Bank, 5526 W. Capitol Drive, Milwaukee, WI on behalf of Ms. Stevens to be dispursed on her 18th birthday, October 26, 2016. Ms. Stevens claims the check was never deposited and that Atty. Rathum converted the funds.
OLR: Nothing in database, given that Attorney Ramthun is deceased, OLR will not receive a claim.
Trustee Response: Thomas Ogorcheck is the trustee for Attorney Ramthun's estate. His letter indicates that he checked Attorney Ramthun's file for Ms. Steven's matter. His letter indicates that neither US Bank nor Associated Bank ever established an account for Ms. Steven's settlement. He states, "It also does not appear that the original trust accountcheck that was written on November 15, 2004, was ever deposited into any account." He goes on to state that what Attorney Ramthun did with these funds is unknown; although he can advice the committee that he did not have any funds in a client trust account of general checking account.
Action: Approved [8/15/17]
Reason: Money was misappropriated by attorney. Fund cannot pay interest.

NO 17-41 – Accidentally skipped in numerical order.

17- 42 William R. Berger v. Atty. Cole White
Date Filed: 3/7/2016
Amount Sought: $1,500.00
License Status: Good Standing
Summary of Claim: Mr. Berger retained Atty. White on 9/11/2015 to assist in obtaining Social Security Disability. Mr. Berger providing Atty. White with a check for $1,500.00 in advanced feeds and costs. Atty. White "contracted" out the case to Atty. Mike Peterson, who was not a member of his law firm. Atty. Peterson apparently did not work on the case. In OLR documents, Atty. White indicates that he sent $1,200.00 to Atty. Peterson to work on the matter, and kept $300. He has told OLR he will repay Mr. Berger in two payments of $750 on January 10, 2017 and February 10, 2017. As of March 2, Mr. Berger has not received payment. OLR provided Mr. Berger with the WLFCP application and sent along their file.
OLR: Spoke with Lorry Eldien, OLR investigator on 7/7/17. She indicated that Mr. Berger received two checks from Cole White around the time he filed his application. She hasn't heard from Mr. Berger recently and assumes the matter is resolved. She sent along pertinent communications confirming Mr. Berger's receipt of the checks. MZ will call Mr. Berger
Action: ON 7/12/2017, CLAIMANT WITHDREW APPLICATION – ATTY COLE HAS PAID HIM IN FULL.
Reason:

17-43 Elisha K. and Shawna R. Tucker v. Atty. Jane E. Probst
Date Filed: 3/3/2017
Amount Sought: $8,000.00
License Status: Good Standing
Summary of Claim: Elisha Tucker hired Atty. Probst to represent her in a CHIPS case and as a

to Attorney Machulak who has not tendered the check.
OLR: As of May 17, 2017, no grievance regarding the matter. Forwarded to OLR's intake.
Attorney Response: Attorney Machulak responded stating that this matter is pending fee dispute resolution before the Milwaukee Bar Association. During the damages case, the Court found that Ms. Powers engaged in "vexatious litigation tactics". He states that Ms. Powers owes his firm $48,413.80 in feeds and costs, which she has paid nothing. Currently Ms. Powers will not comply with their agreement to arbitrate the fees through the Milwaukee Bar Association, and the firm filed a petition with the Waukesha County Circuit Court – the pending hearing is on June 26, 2017.
OLR: I LVM for OLR on 7/7/17 asking for an update on this matter. Received VM from OLR Intake on 7/12/17 – a grievance was filed, but the matter is still being evaluated at the intake stage.
Action: Denied [8/15/17]
Reason: Fee Dispute

17-46 Carla R. Weiss v. Attorney Ryan P. Thompson
Date Filed: 3/27/2017
Amount Sought: $2,500
License Status: Suspended DISC – no public disciplinary hx
Summary of Claim: Ms. Weiss hired Attorney Thompson to represent her in an employment dispute against her former employer related to FMLA retaliation and disability discrimination. She paid an advance fee of $2,500.00 on 11/20/14. Attorney Thompson advised his Ms. Weiss to reject a Separation, Release and Waiver Agreement from Ms. Weiss' employer, which she did. However, Attorney Thompson then filed a claim for violation under FMLA, which was dismissed. He then failed to otherwise file any other claim, failing to meet statutory deadlines. Ms. Weiss has hired Attorney Terence Bouressa and has filed suit against Attorney Thompson in civil court. A scheduling conference is set for 7/18/17 in the matter.
OLR: Grievance filed. On 5/5/16, Court temporaility suspended Thompson's license for failure to cooperate in a different investigation. The suspension remains in effect. OLR closed this file, pending Thompson's reinstatement.
Attorney Response: Never responded to certified letter – did sign for it on 5/12/17. According to the court record, Attorney Thompson has hired Attorney Robert Burns to represent him in the civil matter and did file an answer to the summons and complaint.
Action: Deferred [8/15/17] – awaiting outcome of civil litigation
Reason:

17-47 Nassif & Amy Madi v. Atty. Thor Templin
Date Filed: 3/27/2017
Amount Sought: $27,444.32
License Status: Voluntary Resignation
Summary of Claim: The Madis hired Attorney Erickson to defend against a lawsuit brough by Ansar Ali, who was represented by Thor Templin. The Judge in the matter dismissed the case as frivious and issued an order requiring the Ansar Ali/Templin to pay the Madis' attorney fees. Currently, Madis' lawyer, Attorney Erickson, is owed $27,444.32.
Attorney Response: Claimants were never his clients, he was opposing counsel's attorney. He never

Brandt to handle – the sexual assault of his daughter and custody/family law related issues.
OLR: Grievance was filed; however, OLR closed the file d/t insufficient evidence of misconduct. Investigator Schally sent the closing letter and response to Mr. Gouge's request to have the OLR file reviewed – both correspondence state that the fee agreement was a flat fee – no misconduct.
Action: Denied [8/15/17]
Reason: Fee Dispute

17- 49 **Loretta Louise Johnson v. Atty. Heather Wilson**
Date Filed: March 13, 2017
Amount Sought: $300.00
License Status: Good Standing
Summary of Claim: Ms. Johnson sought to work with Jennifer Annen with Hill Glowacki LLP, who was hired by Ms. Johnson and her husband in 2010 for estate planning and will.At time, Atty. Annen was at Hill, Glowacki, Jaeger & Hughes LLP. The Claimant's husband passed January 18, 2017. When Ms. Johnson called the office looking for Atty. Annen, she was told they didn't know where she had gone. The law firm offered to have Ms. Johnson meet with Atty. Wilson; in her grief, she made appt. She met with met with Atty. Wilson on 1/27/17. Once again, the firm told her they did not know where Atty. Annen was located. Ms. Johnson did not feel comfortable with Atty. Wilson; believed she did not speak as if she knew her estate planning documents. The meeting lasted two hours according to Ms. Johnson, nothing was accomplished during the 2 hour appointment. On 1/30/17, Ms. Johnson located Atty. Annen and decided she wanted to work with her; located through google search; set up an appointment for 2/1/17. She immediately called Atty. Wilson's office to stop work (1/30/17). At the 2/1/17 meeting with Atty. Annen, the work was accomplished within an hour. Atty. Annen indicated that Atty. Wilson and the firm knew where she was and how to reach her. Ms. Johnson received a bill from Atty. Wilson's office for $494. She spoke with Atty. Wilsons assistant, Mark on 2/14/17; and was sent a revised bill in amount of $300 which she paid under protest.
Attorney Response: The amount charged was consistent with the Agreemetn to Provide Legal Services signed by Ms. Johnson. Atty. Wilson indicates that Ms. Johnson was informed of her hourly rate when she initially scheduled her appointment to meet with Atty. Wilson. Upon receiving Ms. Johnson's complant regarding the bill, Atty. Wilson discounted the amount. Atty. Wilson indicates that a paralegal handled the intake with Ms. Johnson and has submitted an affidavit regarding her interactions with Ms. Johnson.
Claimant Rebuttal: Ms. Johnson was upset by Atty. Wilson's response. She feels she didn't use the "correct wording" when asking for Atty. Annen's contact information. She upholds that the law office told her they didn't know where Atty. Annen was and then turned around and charged her.
OLR: As of June 7, 2017, OLR did not have a grievance concerning this matter.

Action: Denied [8/15/17]
Reason: Fee Dispute

17-50 **Jerry Quinn v. Atty. James E. Toran**
Date Filed: April 12, 2017

OLR investigated and found no wrongdoing. The grievance was dismissed. Atty. English did not personally receive any feeds from the clients.
Claimant Rebuttal: The claimants state that Atty. English did not do what he said he would do and bullied them into settling for less money.
OLR: OLR closed this grievance based on insufficient evidence of misconduct.
Action: Denied [8/15/17]
Reason: Fee Dispute

17-53 Craig Brownfield v. Atty. Joseph Seifert
Date Filed: April 26, 2017
Amount Sought: $3,000.00
License Status: Good Standing
Summary of Claim: Hired Attorney Seifert to assist with business/real estate. Mr. Brownfield paid $1,000 up front plus four additional payments of $500 each, for a total of $3,000.
Action:
Reason:

17-54 Chad Mielcarek v. Atty. Robert Baratki
Date Filed: April 24, 2017
Amount Sought: $5,394.00
License Status: Suspended Disc.
Summary of Claim:
Action:
Reason:

17-55 Steve Erato v. Atty. Cole While
Date Filed: May 8, 2017
Amount Sought: $4,500
License Status: Good Standing
Summary of Claim: Hired Attorney White to work on a civil rights matter. He paid Attorney White $4500 upfront, with a 30% contingency fee agreement. The application includes a Court Order dismissing the action, which makes note of a 16-page complaint filed by Attorney White. As the matter went on, Attorney White failed to appear for depositions and communicate on the matter, missing discovery deadlines. The Judge points out other federal matters with Attorney White and his failure to follow the rules. Erato filed a grievance with OLR and attempted fee arbitration, which Attorney White refused to participate in.
Action:
Reason:

17-56 Angela Miley for Tessa Linville v. Jeffrey M. Blessinger
Date Filed: May 19, 2017
Amount Sought: $3,000
License Status: Suspended CLE

Reason: Unearned fee.

17-60 Rosela Baker v. Atty. John Matousek
Date Filed: June 7, 2017
Amount Sought: $19,000
License Status: Good Standing
Summary of Claim: Ms. Baker paid Attorney Matousek $19,000 to represent her brother, Amondo Baker, in a criminal trial. As the case went on, Amondo and Ms. Baker felt there was evidence to dismiss the claims against her brother and that Attorney Matousek was duplicating work. It wasn't until after the prosecution brought a motion to dismiss (based on the same evidence Ms. Baker and Amondo had requested he file a motion) that the State dismissed the matter in 2015. Ms. Baker asked for an itemization of the billings and a portion of the funds returned given the matter never went to trial. Attorney Matousek would not produce an itemized billings.
Attorney Response: Atty. Matousek provided a response in this matter that included a August 2015 OLR letter statting his position in this matter, specifically, that his client, Amondo Baker, was explicitly directing Atty. Matousek not to release information to Rosela Baker. Atty. Matousek discussed the issue with State Bar of Wisconsin ethics counsel, Tim Pierce who agreed he was under an obligation to the client not to divulge information asked for by Rosela Baker. Atty. Matousek also included letters from OLR indicating that no professional misconduct occurred.
Claimant Rebuttal: Ms. Baker claims the issue is Atty. Matousek's failure to return unearned fees during the representation of her brother. She states she had an oral contract with Atty. Matousek to provide legal services in her brother's case with a $20,000 advance payment fee based upon the contingency of the case proceeding to trial. Her letter also indicates that the fees were paid based upon a contingency that either a plea bargin, dismiss, or trial needed to occur. She claims none occurred, as the DA filed a motion for the case to be dismissed.
OLR: A grievance was filed on this matter; however, the investigation was closed due to insufficient evidence of misconduct.
Action: Denied [8/15/17]
Reason: Fee Dispute

17-61 Julie M. Hoenisch v. Atty. Jeffrey Blessinger
See MyCase
Date Filed: June 12, 2017
Amount Sought: $826.75
License Status: Suspended CLE/DISC
Summary of Claim: Ms. Hoenisch hired Blessinger to assist in her divorce. She paid a retainer fee of $2000, and then paid an additional $1000. He clearly did some work on the case, which is identified in an invoice, but upon paying the additional $1000, Blessinger stopped responding and working on the case. Ms. Hoenisch has made attempts to get the money back from the law firm, but has has no success.
Action:
Reason:

STATE BAR OF WISCONSIN
WISCONSIN LAWYERS' FUND FOR CLIENT PROTECTION

AGREED UPON PROCEDURES

As of and for the Year Ended June 30, 2017

BAKER TILLY

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INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Governors
State Bar of Wisconsin
Madison, Wisconsin

We have performed the procedures enumerated below, which were agreed to by the management of the State Bar of Wisconsin (the "State Bar"), solely to assist you with respect to the accounting records of the Wisconsin Lawyers' Fund for Client Protection (the "WLFCP") as of and for the year ended June 30, 2017. The State Bar's management is responsible for the WLFCP's accounting records. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

1. We confirmed with the banks the balance of cash held in the WLFCP accounts as of June 30, 2017, and we recalculated the reconciliation of the year-end balance with the bank statements. We noted no exceptions while performing these procedures.

2. We performed a gross proof of the WLFCP assessment revenue for the year ended June 30, 2017, by taking the number of active lawyers in the State Bar at June 30, 2017, less waivers and new members (according to the membership listing provided by the State Bar) and multiplying by the $20 per member WLFCP assessment. We compared the result to the amount recorded as having been collected for the WLFCP. See Schedule A for a summary of our results.

3. We compared the earnings on the WLFCP funds as recorded on the records of the WLFCP for the year ended June 30, 2017, with respective earning statements, and recalculated the gross estimate of return. See Schedule B for a summary of our results.

4. We presented a reconciliation of the fund balance at June 30, 2017 (see Schedule C). We compared the file documentation relating to the administrative expenses paid out of the WLFCP funds (see Schedule C) and found the documentation to be within the description of SCR 12.06(5)(c). We noted no exceptions while performing these procedures.

5. We obtained from State Bar personnel a detailed listing of all claims approved by the WLFCP Committee during the year ended June 30, 2017 and the related claim files. We judgmentally selected 10 claim files to determine that the WLFCP Committee did, in fact, approve the payment of those claims and considered the guidelines of SCR Chapter 12.08 in making the decision. See Schedule D for a summary of our results.

6. We obtained from State Bar personnel a detailed listing of all claims for which payment was denied during the year ended June 30, 2017, and the related claim files. We judgmentally selected 10 claim files to determine that the decision to deny payment was, in fact, that of the WLFCP Committee and that the guidelines of SCR Chapter 12.08 were considered in making the decision. See Schedule D for a summary of our results.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records at the WLFCP. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of the State Bar and for filing with the Wisconsin Supreme Court pursuant to SCR Chapter 12.06(7), and is not intended to be and should not be used by anyone other than these specified parties.

Baker Tilly Virchow Krause, LLP

Madison, Wisconsin
September 18, 2017

State Bar of Wisconsin

Wisconsin Lawyers' Fund for Client Protection - Agreed Upon Procedures
Schedule A - Gross Proof of Assessments
As of and for the Year Ended June 30, 2017

Per gross proof estimate	$	413,280
2017 assessment		412,400
Estimate in excess of actual collections	$	880

State Bar of Wisconsin

Wisconsin Lawyers' Fund for Client Protection - Agreed Upon Procedures
Schedule B - Gross Estimate of Rate of Return Earned on Wisconsin Lawyers' Fund for Client Protection
As of and for the Year Ended June 30, 2017

The earnings of the WLFCP were $698 according to the respective earnings statements. The calculated gross estimate of return for the year ended June 30, 2017 is .19%. The gross estimate of rate of return was determined by dividing recorded earnings for the year ended June 30, 2017 by the average fund balance for the year. The average fund balance used in this calculation is simply the average of the month-end statement balances for the year.

State Bar of Wisconsin

Wisconsin Lawyers' Fund for Client Protection - Agreed Upon Procedures
Schedule C - Statement of Receipts, Disbursements and Fund Balance
As of and for the Year Ended June 30, 2017

Fund balance at July 1, 2016 (1)	$	192,502
Receipts		
Assessments		412,400
Interest earned		698
Restitution		9,663
Total Receipts		422,761
Disbursements		
Claims		336,499
Expenses (2)		43,478
Total Disbursements		379,977
Fund balance at June 30, 2017 (3)	$	235,286

(1) The fund balance at July 1, 2016 excludes assessments received in fiscal year 2016 that apply to fiscal year 2017. The assessments received in 2016 that apply to 2017 were $244,940. The fund balance at June 30, 2016 excludes claims of $2,800 that were planned to be disbursed in fiscal year 2017.

(2) Expenses consist of the following:

Committee expenses	$	16,106
Program expenses		15,110
Governance and administrative expenses		12,262
Total Expenses	$	43,478

(3) The fund balance at June 30, 2017 excludes assessments received in fiscal year 2017 that apply to fiscal year 2018. The assessments received in 2017 that apply to 2018 were $257,960. The fund balance at June 30, 2017 excludes claims of $300,000 that plan to be disbursed in fiscal year 2018.

State Bar of Wisconsin

Wisconsin Lawyers' Fund for Client Protection - Agreed Upon Procedures
Schedule D - Summary of Results
As of and for the Year Ended June 30, 2017

While performing the agreed-upon procedures for the WLFCP, we noted no instances of claim payments being made or of claims being denied without WLFCP Committee approval as outlined by the guidelines of SCR Chapter 12.08.

CSF Claims by Attorney

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. Bridget Eileen Boyle					
Unearned Advanced Fees	17-27	11/1/16	$1,700.00	12/13/16	1,700.00
Total Claims:	**1**		**$1,700.00**		**1,700.00**
Atty. Andrew J. Bryant					
Unearned Advanced Fees	17-30	11/2/16	$10,312.20	12/13/16	10,312.20
Total Claims:	**1**		**$10,312.20**		**10,312.20**
Atty. Erika Anita Cannaday					
Unearned Advanced Fees	17-11	6/27/16	$1,306.00	9/7/16	1,306.00
Total Claims:	**1**		**$1,306.00**		**1,306.00**
Atty. Tina M. Dahle					
Theft by Investment	17-04	3/14/16	$150,000.00	9/7/16	150,000.00
Total Claims:	**1**		**$150,000.00**		**150,000.00**
Atty. Sardar Nasir Durrani					
Unearned Advanced Fees	17-05	4/7/16	$2,000.00	9/7/16	2,000.00
Total Claims:	**1**		**$2,000.00**		**2,000.00**
Atty. James Edwin Gatzke					
Trust Account Conversion	14-10	5/1/13	$500,000.00	9/7/16	150,000.00
Trust Account Conversion	14-09	5/1/13	$2,542,230.50	9/7/16	150,000.00
Total Claims:	**2**		**$3,042,230.50**		**300,000.00**
Atty. Thad M. Gegner					
Unearned Advanced Fees	16-08	3/27/15	$3,218.00	12/13/16	1,000.00
Total Claims:	**1**		**$3,218.00**		**1,000.00**
Atty. David A. Goluba					
Unearned Advanced Fees	17-32	11/21/16	$145.00	4/11/17	145.00
Total Claims:	**1**		**$145.00**		**145.00**
Atty. William J. Grogan					
Misappropriation of Funds	17-13	6/27/16	$2,000.00	9/7/16	2,000.00
Total Claims:	**1**		**$2,000.00**		**2,000.00**
Atty. William R. Lamb					

CSF Claims by Attorney

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. William R. Lamb					
Unearned Advanced Fees	17-03	3/14/16	$2,730.00	9/7/16	2,730.00
Total Claims:	**1**		**$2,730.00**		**2,730.00**
Atty. Sarah E.K. Laux					
Theft from an Estate	16-33	7/14/15	$150,000.00	9/7/16	75,000.00
Theft from an Estate	16-32	7/14/15	$150,000.00	9/7/16	75,000.00
Unearned Advanced Fees	17-21	9/15/16	$3,500.00	12/13/16	3,500.00
Unearned Advanced Fees	17-34	12/21/16	$5,000.00	4/11/17	5,000.00
Unearned Advanced Fees	17-33	12/20/16	$3,500.00	4/11/17	3,500.00
Total Claims:	**5**		**$312,000.00**		**162,000.00**
Atty. Stephen F. Muza					
Unearned Advanced Fees	17-16	8/1/16	$1,806.00	9/7/16	1,806.00
Total Claims:	**1**		**$1,806.00**		**1,806.00**
Atty. Adam Walsh					
Unearned Advanced Fees	17-20	8/31/16	$1,500.00	4/11/17	1,500.00
Total Claims:	**1**		**$1,500.00**		**1,500.00**
Total Claims:	**18**		**$3,530,947.70**		**$636,499.20**
Total Attorneys with claims:	**13**				

Theft from an Estate

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. Sarah E.K. Laux					
	16-32	7/14/15	$150,000.00	9/7/16	75,000.00
	16-33	7/14/15	$150,000.00	9/7/16	75,000.00
			$300,000.00		**150,000.00**

Total claims sought for Theft from an Estate = $$300,000.00

Total claims paid for Theft from an Estate = $150,000.00

Theft by Investment

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. Tina M. Dahle					
	17-04	3/14/16	$150,000.00	9/7/16	150,000.00
			$150,000.00		**150,000.00**

Total claims sought for Theft by Investment = $$150,000.00

Total claims paid for Theft by Investment = $150,000.00

Misappropriation of Funds

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. William J. Grogan					
	17-13	6/27/16	$2,000.00	9/7/16	2,000.00
			$2,000.00		**2,000.00**

Total claims sought for Misappropriation of Funds = $$2,000.00

Total claims paid for Misappropriation of Funds = $2,000.00

Trust Account Conversion

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. James Edwin Gatzke					
	14-09	5/1/13	$2,542,230.50	9/7/16	150,000.00
	14-10	5/1/13	$500,000.00	9/7/16	150,000.00
			$3,042,230.50		**300,000.00**

Total claims sought for Trust Account Conversion = $$3,042,230.50

Total claims paid for Trust Account Conversion = $300,000.00

Unearned Advanced Fees

	Claim Number	Date Filed	Amount Sought	Date Approved	Amount Paid
Atty. Bridget Eileen Boyle					
	17-27	11/1/16	$1,700.00	12/13/16	1,700.00
			$1,700.00		**1,700.00**
Atty. Andrew J. Bryant					
	17-30	11/2/16	$10,312.20	12/13/16	10,312.20
			$10,312.20		**10,312.20**
Atty. Erika Anita Cannaday					
	17-11	6/27/16	$1,306.00	9/7/16	1,306.00
			$1,306.00		**1,306.00**
Atty. Sardar Nasir Durrani					
	17-05	4/7/16	$2,000.00	9/7/16	2,000.00
			$2,000.00		**2,000.00**
Atty. Thad M. Gegner					
	16-08	3/27/15	$3,218.00	12/13/16	1,000.00
			$3,218.00		**1,000.00**
Atty. David A. Goluba					
	17-32	11/21/16	$145.00	4/11/17	145.00
			$145.00		**145.00**
Atty. William R. Lamb					
	17-03	3/14/16	$2,730.00	9/7/16	2,730.00
			$2,730.00		**2,730.00**
Atty. Sarah E.K. Laux					
	17-21	9/15/16	$3,500.00	12/13/16	3,500.00
	17-33	12/20/16	$3,500.00	4/11/17	3,500.00
	17-34	12/21/16	$5,000.00	4/11/17	5,000.00
			$12,000.00		**12,000.00**
Atty. Stephen F. Muza					
	17-16	8/1/16	$1,806.00	9/7/16	1,806.00
			$1,806.00		**1,806.00**
Atty. Adam Walsh					
	17-20	8/31/16	$1,500.00	4/11/17	1,500.00
			$1,500.00		**1,500.00**

Total claims sought for Unearned Advanced Fees = $$36,717.20

Total claims paid for Unearned Advanced Fees = $34,499.20

	$3,530,947.70	**636,499.20**