

**ANNUAL REPORT OF
THE WISCONSIN LAWYERS' FUND FOR CLIENT PROTECTION**

**FISCAL YEAR 2018
JULY 1, 2017 THROUGH JUNE 30, 2018**

Attorney Stephen D. Chiquoine (2019) was appointed chairperson to serve until June 30, 2019. In addition to Attorney Chiquoine, the other members serving on the committee in fiscal year 2018 were Attorney Benjamin T. Kurten (2021), who also served as vice-chair, Attorney Lindsey D. Draper (2018), Attorney Deborah Smith (2020), Attorney Eileen M. Kelley (2022), Ms. Susan K. Miller (2021), and Ms. Catherine Zimmerman (2018).

The committee met three times, August 15, 2017, December 5, 2017, and March 21, 2018 to consider 74 claims filed, approved 19 claims totaling \$371,987.95, paid a total of \$319,988.00 for approved fiscal year 2018 claims, paid a total of \$300,000.00 for approved fiscal year 2017 claims, and addressed other business.

CLAIMS SUMMARY

During fiscal year 2018, the committee acted upon a total of 74 claims. The claims included 67 new claims first presented in fiscal year 2018, and 1 claim deferred from fiscal year 2015. The 74 claims were against 54 attorneys.

19 claims totaling \$371,987.95 were approved in the following categories:

- Misappropriation of Funds – 4 claims totaling \$43,665.45;
- Unearned Advanced Fees – 13 claims totaling \$31,322.50;
- Theft from Estate – 1 claim totaling \$150,000.00;
- Theft by Investment – 1 claim totaling \$147,000.00; and
- Trust Account Conversion – 0 claims.

The Fund approved claims against the following 9 individual attorneys:

- Jeffrey M. Blessinger – 6 claims totaling \$13,578.00;
- William T. Croke – 1 claim totaling \$510.00;
- Jeffrey L. Elverman – 1 claim totaling \$150,000.00;
- Michael M. Krill – 1 claim totaling \$147,000.00;
- Sarah E.K. Laux – 4 claims totaling \$11,900.00;
- Michael E. O'Rourke – 1 claim totaling \$2,212.00;
- Phillip J. Ramthun – 1 claim totaling \$3,634.73;
- Philip A. Shepherd – 1 claim totaling \$622.50;
- Cole J. White – 2 claims totaling \$7,000.00; and
- Randy J. Wynn – 1 claim totaling \$35,530.72

Of the 74 claims considered, 11 were approved for payment in full, 8 were approved in part and denied in part, 49 were denied in full, and 6 were deferred for further consideration. As of the date of this report, 35 claims have been received for consideration in fiscal year 2019.

REVENUE

The Wisconsin Lawyers' Fund for Client Protection ended fiscal year 2017 with a balance of \$235,286.00. During fiscal year 2018, 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 \$414,560.00. Interest on deposits totaled \$828.00. Restitution collected from attorneys totaled \$16,875.00. Total funds available to the committee for distribution during fiscal year 2018, therefore, were \$667,549.00.

EXPENSES

Of the 74 claims considered in the fiscal year 2018, 18 were paid for a total amount of \$221,988.00. Additionally, 3 claims, totaling \$300,000.00, were approved in fiscal year 2017, but payment was deferred until fiscal year 2018. Finally, 1 claim was approved in fiscal year 2018 for \$150,000.00, but due to a lack of funds, only \$98,000.00 was paid in fiscal year 2018. The remaining balance of \$52,000.00 was deferred to fiscal year 2019.

Administrative expenses were paid in the aggregate amount of \$58,661.00. Total disbursements made by the fund were thus \$678,649.00. As of the end of the fiscal year (June 30, 2018) the fund balance was \$-11,100.00.

FUND BALANCE SUMMARY

Please see below for a review of all claims and expenses paid by the committee in fiscal year 2018:

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| Beginning fund balance on July 1, 2017 | \$667,549.00 |
| Total paid approved fiscal year 2018 claims | - \$319,988.00 |
| Total paid approved fiscal year 2017 claims | - \$300,000.00 |
| Administrative Expenses | - \$58,661.00 |

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| Ending fund balance on June 30, 2018 | \$-11,100.00 |
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| Total approved fiscal year 2018 claim deferred to 2019 | \$52,000.00 |
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OTHER ACTIONS

The Wisconsin Supreme Court established the Wisconsin Lawyers' Fund for Client Protection, 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 accounts 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

Attorney Stephen D. Chiquoine

Date: _____

Attachment 1 – Action on Claims

Attachment 2 – Financial Statements

Attachment 3 – Fiscal Year 2018 Claims by Attorney

Attachment 4 – Fiscal Year 2018 Claims by Type of Theft

**THE WISCONSIN LAWYERS' FUND FOR CLIENT PROTECTION
ACTIONS ON CLAIMS**

**FISCAL YEAR 2018
JULY 1, 2017 THROUGH JUNE 30, 2018**

15-80 DAP Trust v. Atty. Jeffrey Elverman

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| Date Filed: | 12/22/2014 |
| Amount Sought: | \$150,000.00 (maximum claim amount allowed) |
| License Status: | Revoked by Supreme Court |
| Summary of Claim: | <p>DAP wanted Attorney Elverman to prepare an estate plan for her. In May of 2000, DAP signed a number of estate planning documents prepared by Attorney Elverman including a durable financial POA and durable POA for health care. He also drafted a will for her and a revocable trust. By late 2000, DAP's mental health began to decline d/t Alzheimer's Disease. Attorney Elverman became her agent for both finances and health care. Despite knowledge that DAP was deemed medically incapacitated, Attorney Elverman drafted an amendment to her revocable trust making him trustee and giving him power to appoint a successor trustee and complete control over her estate during her life and after her death. DAP signed the document. Over the years, Attorney Elverman was paid at least \$604,000 by DAP. A jury found Attorney Elverman guilty of theft of movable property in excess of \$10K. A judgment of conviction was entered against in on March 13, 2012. Attorney Elverman was ordered to make restitution in the amount of \$325,000, less payments already made. Specifically, the Department of Corrections was ordered to facilitate payment to the victim in the amount of \$1,500 per month during 2012, \$2,000 per month during 2013, and \$3,000 per month during 2014, until paid in full. DAP died in October of 2012.</p> <p>A civil suit ensued by Attorney Janet Resnick– Kris received a letter dated August 7, 2015, indicating that the civil matter settled with Attorney Elverman agreeing to pay \$1,000/month for 12 months. In a letter dated October 30, 2015, Attorney Resnick indicated, "If Jeffrey Elverman is discharged from probation still owing restitution, I will seek payment from the Wisconsin Lawyers' Fund for Client Protection."</p> <p>On April 27, 2017, MZ received a letter from Attorney Resnick. Attorney Elverman has been discharged from probation and his restitution balance in this matter was transferred to a civil judgment. There is currently a judgment of \$268,342.84 already against Attorney Elverman in an unrelated manner. Attorney Resnick is requesting the committee review</p> |

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| | this application in light of the civil judgment and that fact that the estate is likely never going to see any payment from the judgment d/t additional creditors ahead of its claim. |
| Attorney Response: | The application for reimbursement was originally sent via certified mail by Kris on July 31, 2015. The letter was returned unclaimed. MZ has not resent the application given Attorney Resnick's request to reopen the claim. |
| OLR: | The Supreme Court revoked Attorney Elverson's license as a result of the misconduct in this case. A full copy of the Disciplinary Proceedings is in the case material. |
| Action: | Approved for \$150,000, however, full payment will be deferred until the 2018 spring meeting when we are able to determine long-term finances. |
| Reason: | Availability of fund, SCR 12.06(2). |

1. 17-29 JGM v. Atty. Michael E. O'Rourke

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| Date Filed: | 10/21/2016 |
| Amount Sought: | \$3,262.15 |
| License Status: | Good Standing |
| Summary of Claim: | This claim comes following an award to claimant following a decision of the arbitration program of the State Bar of Wisconsin Fee Arbitration Program. Both parties agreed to be bound by the decision of the arbitrators. The decision favored claimant and Atty. O'Rourke was ordered to reimburse claimant the amount of \$3,262.15 within 30 days of the date the decision was mailed. The decision was issued in April of 2016. Claimant made several attempts to receive the reimbursement from Atty. O'Rourke, but no response or payment was received. Claimant now seeks reimbursement from the fund in the amount of the Fee Arbitration award. |
| Attorney Response: | The application for reimbursement was originally sent via certified mail by Kris on July 31, 2015. The letter was returned unclaimed. MZ has not resent the application given Attorney Resnick's request to reopen the claim. |
| OLR: | Claimant filed OLR grievance on 12/10/2014. On 06/12/2015, Atty. O'Rourke and OLR's Director entered into a diversion agreement designed to address the fee dispute. |
| Action: | Deny [12/13/2016] |
| Reason: | A payment plan had been agreed to between the parties prior to claimant filing application seeking reimbursement. |
| Reconsideration: | Parties went through fee arbitration, however, claimant states that he never entered into an agreement with Atty. O'Rourke regarding repayment of his fees. Atty. O'Rourke is paying claimant as he sees fit. As of 09/05/2017, claimant is still owed \$2,212 from the fee arbitration |

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| | <p>award. Claimant submitted prior application again for reimbursement of remaining amount.</p> <p>[03/21/2018] Atty. O'Rourke claimed that he sent a certified check to JGM. JGM claims he never received the check. Bank says they cannot reissue a new check until JGM signs something that states he did not receive the certified check. Committee Chair to send Atty. O'Rourke a letter informing him that a motion to pay is in place but will defer this motion for 10 days to allow Atty. O'Rourke to pay JGM. If he does not pay within 10 days, motion will be approved. Atty. O'Rourke failed to pay. Approved for \$2,212.00.</p> |
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17-35 JS v. Atty. James T. Runyon

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| Date Filed: | 01/09/2017 |
| Amount Sought: | \$19,329.54 |
| License Status: | Good Standing, 60-day suspension (2015) |
| Summary of Claim: | <p>JS hired Attorney Runyon to represent her in Marathon County Case No. 14-CF-189. JS was initially charged with Conspiracy to commit 1st Degree Homicide. JS's application for reimbursement does not provide an organized explanation of the issues in the case, however, the Staff Investigative Report by OLR lays out the evidence in this matter. Attorney Runyon and JS disagree on a number of issues – when the two discussed fees, how often the two met, what the goal was of Runyon serving as JS's POA, how much and how many bills Runyon paid out on behalf of JS while she was incarcerated.</p> |
| Attorney Response: | <p>Attorney Runyon provided a letter response, with a complete copy of his response to OLR re: JS's grievance. He states that her complaints against him are false and he was able to limit her incarceration and lower her sentence in the matter. He goes into some detail regarding JS's criminal matter and details surrounding the case, including the fact that she attempted to hire a hitman to kill her fiancé, Attorney John Schellpfeffer.</p> |
| Claimant Rebuttal: | <p>JS does state that "Considering the circumstances of what could have been and what is, I believe Attorney James Runyon did the best he could have considering the complexities of the case and I am thankful for his best efforts and compassion." She goes on to state that Attorney Runyon did not pay all of her personal bills while he was POA, which led to some bills incurring interest. She feels it is immaterial why she retained Attorney Runyon and takes issue with his bringing it up in his response stating, "This is not another trial about JS." She feels she was pressured into signing the fee agreement right before her sentencing.</p> |

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| | JS contacted MZ on June 13 via email to inform her that she has filed a small claims matter against Attorney Runyon in Lincoln County – case no. 17-sc-313. |
| OLR: | <p>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. JS 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.</p> <p>Failed to get written agreement and what bills he would be responsible for. Also failing to provide full accounting of funds promptly.</p> <p>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 MZ to include in the case materials.</p> |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-40 NS v. Atty. Phillip Ramthun (deceased)

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| Date Filed: | 2/28/2016 |
| Amount Sought: | \$5,481.14 |
| License Status: | Deceased, 2.5 suspension, restitution and conditions (2015) |
| Summary of Claim: | In 2004, Atty. Ramthun represented NS in a personal injury case. At the time, NS was a minor. A resolution of the case resulted in an Order Approving Minor Settlement, which instructed Atty. Ramthun to invest NS's settlement (\$3,634.73) in a savings account through U.S. Bank, 5526 W. Capitol Drive, Milwaukee, WI on behalf of NS to be dispersed on her 18 th birthday, October 26, 2016. NS claims the check was never deposited and that Atty. Ramthun 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 NS's matter. His letter indicates that neither US Bank nor Associated Bank ever established an account for NS's settlement. He states, "It also does not appear that the original trust account check 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; |

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| | although he can advise the committee that he did not have any funds in a client trust account of general checking account. |
| Action: | Approved - \$3,634.73 |
| Reason: | Fund cannot pay interest. Money was misappropriated by attorney. |

17-43 ET & ST v. Atty. Jane E. Probst

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| Date Filed: | 3/3/2017 |
| Amount Sought: | \$8,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | ET hired Atty. Probst to represent her in a CHIPS case and as a domestic violence victim. Upon retaining Atty. Probst, ET's mother (and co-applicant) ST, sent a cashier's check for \$3,000.00. The attorney and client agreed, verbally, that the client would pay \$1,000.00 a month to Atty. Probst for her work on the matter. ET & ST provided additional cashier's checks in the amount of \$1,000.00 on 11/14/16, 12/14/16, 12/28/16. A fifth cashier's check was issued on 1/19/17 for \$2,000.00. ET & ST are concerned with the way in which Atty. Probst handled the matter and with the fees. When they would question Atty. Probst about the additional money she requested, Atty. Probst would threaten to withdraw. On 1/27/17, ET & ST fired Atty. Probst as the cost was getting out of control. The parties entered into a Stipulation and Order for Withdrawal. ET has other issues with Atty. Probst handling of the case beyond the fees paid, including inaction. |
| Attorney Response: | Received a lengthy response from Attorney Probst including a USB drive with the full file included. Attorney Probst calls into question ET's credibility, providing examples of false allegations made throughout her representation of ET. She also indicates that ET still owes a substantial balance to Attorney Probst. |
| Claimant Rebuttal: | Ms. Tucker takes issue with the timing and completeness in which Atty. Probst worked on her matter citing concerns with witness and record retrieval. She was able to correct errors in the case record and get unsupervised visits with her son back after firing Atty. Probst. She also points out that she was without counsel while Atty. Probst failed to file the consent to withdraw with the court. ET's response goes paragraph by paragraph disputing Atty. Probst's response letter. ET also sent additional documentation with her rebuttal – included in the materials. |
| OLR: | OLR investigated determining that there was insufficient information to conclude that Atty. Probst violated any rules. ET requested review of the decision to close the matter. Upon review, OLR determined that the information provided does not provide a basis for professional discipline. The letter also indicated that concerns about fees are appropriately resolved through negotiation or fee arbitration, not the professional misconduct proceeding. |
| Action: | Denied. |

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| Reason: | Fee Dispute. |
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17-44 SN v. Atty. Catherine Flaten Jones

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| Date Filed: | 3/27/2017 |
| Amount Sought: | \$7,254.21 |
| License Status: | Good Standing |
| Summary of Claim: | Attorney Jones was retained to assist with SN's divorce. SN provided a lengthy letter outlining many issues with Atty. Jones. She claims in her application for reimbursement that Attorney Jones "broke her contract by filing a judgment & lien against" her. SN also provided a 2" binder with additional emails, billings, and case records regarding the matter. |
| Attorney Response: | <p>Atty. Jones' paralegal called MZ requesting an extension. MZ granted an extension to respond until July 19 given the timing of the next meeting in August.</p> <p>Received response letter on July 10, 2017. Attorney Jones' writes that her client was very difficult and required hours of her time, which she underbilled for. She alleges that SN is dissatisfied with how her case turned out and is taking it on Attorney Jones.</p> |
| Claimant Rebuttal: | SN responded reiterating her original letter. She states that she was unaware of Attorney Jones' actions in filing a judgment action against her, as Attorney Jones did not communicate anything to her, making it impossible for her to ask for a hearing or respond in any way. |
| OLR: | <p>No grievance filed as of June 7, 2017. If SN does file, OLR will likely request the 2" binder.</p> <p>Spoke with OLR on July 31, 2017 for an update on this matter as SN refers to an OLR claim in her rebuttal letter and in an earlier email. Accordingly, a grievance was filed on 6/20/17. The matter is currently in the initial intake process.</p> |
| Action: | Denied. |
| Reason: | Fee dispute. |

17-45 KP v. Atty. John E. Machulak

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| Date Filed: | 3/15/2017 |
| Amount Sought: | \$55,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | KP hired three attorneys to assist with a damages case regarding defective fires sprinkler system in her condo. Due to health concerns for one of her attorneys, she later hired Atty. Machulak to assist in the matter. A third mediation in the matter took place in July 2016 resulting in a resolution; however, the Defendants repudiated resulting in an arbitration hearing. KP handled the arbitration on her own. Her settlement check, for \$55,000 was sent to Attorney Machulak who has not tendered the check. |

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| Attorney Response: | <p>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 KP engaged in “vexatious litigation tactics”. He states that Ms. Powers owes his firm \$48,413.80 in fees and costs, which she has paid nothing. Currently KP 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.</p> <p>July 31, 2017, MZ received supplementation from Attorney Machulak re: the June 26 hearing. The Court ordered KP to proceed with arbitration before the Milwaukee Bar Association. To date, she has not done so. In an amended order, the court also directed Attorney Machulak’s firm to deposit funds in question into a trust account with the clerk of courts. Attorney Machulak’s firm deposited those funds the following day. KP threatened his firm, indicating that she would embarrass them with bar complaints unless they took a fee cut. Her attorney filed portions of WLFCP correspondence in open court, purposefully disclosing to the public that the firm is “under investigation”. He reiterated that he does not believe this matter is appropriately before the WLFCP and that KP is attempting to use the proceedings to avoid her agreement to arbitrate.</p> |
| Claimant Rebuttal: | KP provided a forwarded email exchange between herself and an ORL intake investigator with attachments dated July 2, 2017. |
| OLR: | As of May 17, 2017, no grievance regarding the matter. Forwarded to OLR’s intake. 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. |
| Reason: | Fee Dispute. |

17-46 CW v. Atty. Ryan P. Thompson

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| Date Filed: | 3/27/2017 |
| Amount Sought: | \$2,500 |
| License Status: | Suspended DISC – no public disciplinary hearing |
| Summary of Claim: | <p>CW 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 CW to reject a Separation, Release and Waiver Agreement from CW’s 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. CW has hired Attorney Terence Bouressa and has filed suit against Attorney</p> |

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| | Thompson in civil court. A scheduling conference is set for 7/18/17 in the matter. |
| Attorney Response: | <p>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.</p> <p>Received response from Attorney on August 8, 2017 and sent it on to Committee for review. He states the claim should be denied as representation was “complete and final”. Additionally, CW has filed a civil action against his firm to recover alleged damages. He goes on to explain additional work on the case and the reason for the outcome.</p> |
| Claimant Rebuttal: | NA |
| OLR: | Grievance filed. On 5/5/16, Court temporality 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. |
| Action: | Deferred. |
| Reason: | Awaiting outcome of civil litigation. |

17-47 NM & AM v. Atty. Thor Templin

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| Date Filed: | 3/27/2017 |
| Amount Sought: | \$27,444.32 |
| License Status: | Voluntary Resignation |
| Summary of Claim: | NM & AM hired Attorney Erickson to defend against a lawsuit brought by Ansar Ali, who was represented by Thor Templin. The Judge in the matter dismissed the case as frivolous and issued an order requiring the Ansar Ali/Templin to pay NM & AM’s attorney fees. Currently, NM & AM’s lawyer, Attorney Erickson, is owed \$27,444.32. |
| Attorney Response: | Claimants were never his clients, he was opposing counsel’s attorney. He never received funds from NM & AM. The Committee should deny the request. |

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| Claimant Rebuttal: | The Claimants reiterated the Judge’s Order requiring the defendant and defendant’s lawyer to pay attorney’s fees for the frivolous lawsuit. They indicated that the defendant is deceased, leaving Attorney Templin as the only person to collect from. |
| OLR: | Grievance was filed; however, the case was closed pending Templin’s petition for reinstatement. His license was suspended for professional misconduct in 2016. |
| Action: | Denied. |
| Reason: | No attorney-client relationship exists. |

17-48 DJG v. Atty. Michael S. Brandt

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| Date Filed: | March 13, 2017 |
| Amount Sought: | \$4,100.00 |
| License Status: | Good Standing |

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| Summary of Claim: | <p>Client's prior attorney, Ashley Richter, withdrew from case abruptly on 06/21/16 two weeks before trial date. Atty. Richter referred applicant to Atty. Brandt. The Claimant hired Atty. Brandt 06/24/2016 for Divorce / Custody / Post Divorce / etc. case. The claimant paid a retainer in the amount of \$5000 to Atty. Brandt on 6/24/17. The retainer was signed; however there was discussion at first meeting of a "capped fee" because "shouldn't cost that much". DJG only signed the last page, there were no other pages of the agreement for him to sign. He was not provided a copy of agreement at 6/24 meeting. The claimant states that he never agreed to non-refundable \$5000 fee. Atty. Richter and Atty. Brandt met to transfer files on 06/27/16. The trial date was 07/08/16. Atty Brandt showed up 30 minutes late. After a conference with opposing counsel, Atty Brandt advised DJG that evidence was not strong enough to go to trial. After two hours of arguing / negotiation between DJG & Atty. Brandt and also between opposing counsel and guardian ad litem, Atty. Brandt spoke with DJG and stated rather than having the case go to trial, he would return portion of retainer. The Claimant states Atty. Brandt bragged to opposing counsel (in his earshot) that he was taking a flat \$5000 fee for this case and they would be done today! The Guardian ad Litem and other witnesses heard Atty. Brandt making additional comments about \$5000 payment by applicant. The Claimant ended up agreeing to contested placement issue because did not feel confident in Atty. Brandt's skills. Later, DJG reached out to Atty. Brandt for partial refund of retainer (as discussed on 7/8). Atty. Brandt denied conversation of 7/8 and reiterated that it was flat fee and he did not record his hours in a conventional manner. DJG claims the divorce judgment had costly errors that he had to fix himself. DJG has asked for a refund and accounting of Atty. Brandt's time on multiple occasions, but has not received a refund. DJG did apply for Fee Arbitration, but Atty. Brandt wouldn't agree to binding arbitration.</p> |
| Attorney Response: | <p>DJG signed a Client Representation Agreement on 6/24/16, which included a flat fee payment of \$5,000. Atty. Brandt indicates that he spent approximately 25-30 hours preparing for DJG's case. On 7/8/16, after several hours of negotiations, the parties agreed to a stipulated divorce and the trial was avoided. In August 2016, DJG starting requesting a "refund on his retainer." Atty. Brandt explained that he had no retainer and the payments was a flat fee for all services provided. DJG requested fee arbitration in an untimely manner so Atty. Brandt would not agree. He feels his firm represented DJG with "excellent legal services". He is requesting the Committee dismiss DJG's claim.</p> |
| Claimant Rebuttal: | <p>The claimant states that the representation agreement was not the original copy and not what he signed. DJG gives more detail into the legal matter he had hired Attorney Brandt to handle – the sexual assault of his daughter and custody/family law related issues.</p> |

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| OLR: | Grievance was filed; however, OLR closed the file d/t insufficient evidence of misconduct. Investigator Schally sent the closing letter and response to DJG's request to have the OLR file reviewed – both correspondence state that the fee agreement was a flat fee – no misconduct. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-49 LJ v. Atty. Heather Wilson

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| Date Filed: | March 13, 2017 |
| Amount Sought: | \$300.00 |
| License Status: | Good Standing |
| Summary of Claim: | LJ sought to work with Jennifer Annen with Hill Glowacki LLP, who was hired by LJ 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 LJ called the office looking for Atty. Annen, she was told they didn't know where she had gone. The law firm offered to have LJ 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. LJ 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 LJ, nothing was accomplished during the 2 hour appointment. On 1/30/17, LJ 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. LJ received a bill from Atty. Wilson's office for \$494. She spoke with Atty. Wilson's 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 Agreement to Provide Legal Services signed by LJ. Atty. Wilson indicates that LJ was informed of her hourly rate when she initially scheduled her appointment to meet with Atty. Wilson. Upon receiving LJ's complaint regarding the bill, Atty. Wilson discounted the amount. Atty. Wilson indicates that a paralegal handled the intake with LJ and has submitted an affidavit regarding her interactions with LJ. |
| Claimant Rebuttal: | LJ 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. |

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| OLR: | As of June 7, 2017, OLR did not have a grievance concerning this matter. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-50 JQ v. Atty. James E. Toran

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| Date Filed: | April 12, 2017 |
| Amount Sought: | \$5,000.00 |
| License Status: | Good Standing - Pending cases involve allegations only. The Office of Lawyer Regulation has the burden to prove misconduct in a pending case by clear, satisfactory, and convincing evidence. No lawyer should be considered to have engaged in professional misconduct until the Supreme Court has made that determination and issued an order. |
| Summary of Claim: | JQ retained Atty. Toran regarding a sexual assault matter. JQ granted him \$3000 from his bail money and made an additional payment of \$2000 in cash to Atty. Toran. JQ feels Atty. Toran was ineffectively counsel. He attempted fee arbitration, but stated in his application that Atty. Toran did not agree to participate. The WI Court System case details indicate that Atty. Toran appeared 29 times in 2014CF003374 and 34 times in 2014CF003481 on JQ's behalf. |
| Attorney Response: | JQ is "harassing" him by filing numerous false claims regarding his representation. Atty. Toran prepared for trial and held calls and meetings with JQ. He feels JQ received a great result and "justice was served." |
| Claimant Rebuttal: | JQ responded stating that he has a right to receive effective counsel and that Attorney Toran admitted in open court that he was ineffective leaving JQ to take a plea bargain for something he didn't do. |
| OLR: | OLR indicated that JQ has filed several grievances against Atty. Toran. Each was closed by OLR without a finding of misconduct. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-51 JL v. Atty. Randy Wynn

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| Date Filed: | 04/12/2017 |
| Amount Sought: | \$36,009.75 |
| License Status: | Revoked |
| Summary of Claim: | Claimant hired Atty. Wynn as collection attorney to contact patients who owed him money for podiatric services he performed. Per their agreement, Atty. Wynn would keep a portion of fees collected for his services and expenses, and turn the balance over to claimant. Atty. Wynn embezzled \$778,260.46 of patients' money, of which \$36,009.75 was claimant's money. Atty. pled to two counts of Theft (Embezzlement) (Value Exceeding \$10,000) in Milwaukee County on April 18, 2014. Sentenced to 2 years initial confinement, 4 years extended supervision. Court ordered restitution in the amount of |

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| | \$778,260.46 of which \$36,009.75 order paid to claimant. Claimant has received three payments totaling \$479.03 from Department of Corrections. Atty. license revoked by WI Supreme Court. |
| Attorney Response: | N/A |
| Claimant Rebuttal: | N/A |
| OLR: | Atty. Wynn's law license was revoked on 03/26/2014 (2014 WI 17), and the revocation order incorporated a six page exhibit listing persons and entities to whom Atty. Wynn was required to pay a total of \$762,000 in restitution. OLR has nothing in their database indicating that claimant ever filed a grievance with OLR, however, the claimant was listed in the exhibit. OLR has not sent this to their Intake Department for further processing as it is not worth the agency's limited resources given that it was already addressed in the Court's revocation order. |
| Action: | Approved - \$36,009.75 - \$479.03 = \$35,530.72. |
| Reason: | Money was misappropriated by attorney and attorney misconduct found. |

17-52 MB & JW v. Atty. Ronald English III

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| Date Filed: | April 20, 2017 |
| Amount Sought: | \$20,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | The claimants purchased a house that was trashed by the previous owners— they brought a legal claim to recover. Atty. Robert Moodie was originally hired by claimants, but he retired due to health concerns. The claimants had paid Atty. Moodie a \$2000 retainer fee (they received the retainer fee back). Atty. English took over the matter. The claimants feel that Atty. English didn't get them a fair settlement out of the deal, although they agreed to take \$5,000 to settle the matter. Now they are bringing a claim to the Fund for \$20,000+. |
| Attorney Response: | None of the claimants' alleged acts constitute theft or anything equivalent to theft. He vehemently denies claims that he lacked communication and diligence in the matter. There was absolutely no conversation of any type of funds from these clients, or improper use of monies. OLR investigated and found no wrongdoing. The grievance was dismissed. Atty. English did not personally receive any fees 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. |
| Reason: | Fee Dispute. |

17-54 CM v. Atty. Robert Baratki

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| Date Filed: | 04/24/2017 |
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| Amount Sought: | \$5,394.00 |
| License Status: | Suspended – Dues, CLE, Disciplinary, OLR Certification |
| Summary of Claim: | Claimant hired Atty. Baratki on a family law matter. Atty. Baratki was sporadic and hardly ever showed up for meetings. He had claimant sign over custody of his children, unbeknownst to the claimant. To date, claimant has paid \$5,394.00 to Atty. Baratki. He has tried to get the funds back but Atty. Baratki is nowhere to be found. Other clients have left notes at his office trying to reach him as well. |
| Attorney Response: | Two attempts have been made to send all documents to Atty. Baratki but both have returned undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR: | Claimant filed a grievance on 12/07/2016. Atty. Baratki has failed to cooperate with OLR, thus, their case has been put on hold pending whether Atty. Barataki seeks reinstatement. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-55 SE v. Atty. Cole White

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| Date Filed: | 05/08/2017 |
| Amount Sought: | \$4,500.00 |
| License Status: | Good Standing |
| Summary of Claim: | Claimant hired Atty. White to work on a civil rights matter. He paid Atty. White \$4,500 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 Atty. White. As the matter went on, Atty. White failed to appear for depositions and communicate on the matter, missing discovery deadlines. The Judge points out other federal matters with Atty. White and his failure to follow the rules. Claimant filed a grievance with OLR and attempted fee arbitration, which Atty. White refused to participate in. |
| Attorney Response: | Attempt to send all documents to Atty. White via certified mail was returned undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR: | OLR filed a misconduct claim against Atty. White on 09/26/2017. Eight misconduct counts involved SE. OLR did not request restitution because although Atty. White's work was questionable and he made multiple dishonest claims, the quantity of work in preparing and filing SE's case is better suited for a civil malpractice claim for which SE is free to pursue on his own. Atty. White's misconduct did not fit OLR's restitution parameters. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-56 AM & TL v. Atty. Jeff Blessinger

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| Date Filed: | 05/19/2017 |
| Amount Sought: | \$3,000.00 |
| License Status: | Revoked |
| Summary of Claim: | TL retained Atty. Blessinger for her custody case on September 16, 2016. On October 12, 2016, TL informed Atty. Blessinger she was dropping the case and requested her money back. Atty. Blessinger informed TL he was having financial problems but would get the money back to her. TL has not heard from Atty. Blessinger since this conversation. |
| Action: | Approved for \$3,000.00. |
| Reason: | Unearned fee. |

17-57 AM & BK v. Atty. Jeff Blessinger

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| Date Filed: | 05/19/2017 |
| Amount Sought: | \$2,000.00 |
| License Status: | Revoked |
| Summary of Claim: | BK retained Atty. Blessinger for her family law matter on November 2, 2016. Atty. Blessinger failed to return communications to BK and failed to dismiss the case despite BK's request. BK has not been able to reach Atty. Blessinger. |
| Action: | Approved for \$2,000.00. |
| Reason: | Unearned fee. |

17-58 PRD v. Atty. Paul A. Boltz

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| Date Filed: | 06/05/2017 |
| Amount Sought: | \$40,000.00 |
| License Status: | Suspended Dues & OLR Certification |
| Summary of Claim: | Atty. Boltz is the opposing counsel in claimant's divorce case. Claimant is represented by Atty. Greg Babcock. In the divorce matter, claimant's husband was found in contempt by the Court for failing to produce retirement money he withdrew from their retirement account. His attorney, Atty. Boltz, agreed to keep the funds in his trust account until the divorce was finalized. The Court entered an order regarding preservation of the trust funds held in Atty. Boltz's account. Claimant was awarded the retirement funds being held in Atty. Boltz's trust account; however, he has not transferred the money. The Judge in this matter reported Atty. Boltz to OLR. |
| Attorney Response: | N/A |
| Claimant Rebuttal: | N/A |
| OLR: | On 05/24/2017, Kewaunee County Circuit Court Judge Keith Mehn filed a grievance with OLR against Atty. Boltz. OLR has scheduled to present this matter to their Preliminary Review Committee in March |

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| | 2018. OLR investigation has determined thus far that money is missing and the money appears to be missing from Atty. Boltz's trust account. OLR is awaiting response from Atty. Boltz. |
| Action: | Denied. |
| Reason: | No attorney-client relationship |

17-59 TS v. Atty. Jeffrey M. Blessinger

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| Date Filed: | June 7, 2017 |
| Amount Sought: | \$3,000 |
| License Status: | Suspended CLE/DISC |
| Summary of Claim: | TS paid Attorney Blessinger \$3,000 to assist with a child placement matter. The two exchanged emails during December 2016 and January 2017 regarding what work, if any, was being done on her case. In February 2017, TS instructed Attorney Blessinger that she no longer wanted to work with him and asked for her retainer back. She has not received it. |
| Attorney Response: | Attorney Blessinger has not responded to this matter despite having signed for the certified letter on 6/29/17. |
| Claimant Rebuttal: | NA |
| OLR: | Spoke with OLR Investigator Anne Blood. Currently, Attorney Blessinger is in rehab. He has counsel, Jama Graves from Prairie Du Sac (608-643-2456), and has been communicating with OLR about voluntarily surrendering his law license. His daughter posted on Facebook that he has alcohol issues. All grievances against Attorney Blessinger, including TS's matter are on hold. |
| Action: | Approved. |
| Reason: | Unearned fee. |

17-60 RB v. Atty. John Matousek

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| Date Filed: | June 7, 2017 |
| Amount Sought: | \$19,000 |
| License Status: | Good Standing |
| Summary of Claim: | RB paid Attorney Matousek \$19,000 to represent her brother, AB, in a criminal trial. As the case went on, Amondo and RB 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 RB and Amondo had requested he file a motion) that the State dismissed the matter in 2015. RB 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 stating his position in this matter, specifically, that his client, AB, was explicitly directing |

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| | Atty. Matousek not to release information to RB. 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 RB. Atty. Matousek also included letters from OLR indicating that no professional misconduct occurred. |
| Claimant Rebuttal: | RB 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 bargain, 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. |
| Reason: | Fee Dispute. |

17-61 JH v. Atty. Jeffrey Blessinger

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| Date Filed: | 06/12/2017 |
| Amount Sought: | \$826.75 |
| License Status: | Suspended Dues, CLE, Disciplinary & OLR Certification |
| Summary of Claim: | Claimant hired Atty. Blessinger to assist in her divorce. She paid a retainer fee of \$2,000 and then paid an additional \$1,000. Atty. Blessinger did some work on the case, which is identified in an invoice, but upon paying the additional \$1,000 Atty. Blessinger stopped responding and working on the case. Claimant has made multiple attempts to get the money back from the law firm, but has had no success. |
| Attorney Response: | Two attempts were made by certified mail to Atty. Blessinger, and both were returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR: | OLR does not have anything in their database concerning this matter. |
| Action: | Approved - \$826.75. |
| Reason: | Unearned advanced fee. |

17-62 CS & RS v. Atty. Michael Maistelman

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| Date Filed: | 06/19/2017 |
| Amount Sought: | \$3,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | The co-claimants hired Atty. Michael Rud, a criminal defense attorney in Atty. Maistelman's firm, to represent CS. About six months after retaining Atty. Rud, Atty. Rud left the firm and the case was |

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| | transferred to Atty. Maistelman who does not typically handle criminal matters. Two months later, Atty. Maistelman informed the co-claimants he was going to withdraw. The co-claimants are seeking funds to offset the cost of hiring another attorney. |
| Attorney Response: | RS was not the client and Atty. Maistelman did not have a fee agreement with him. Atty. Maistelman states that CS did not want to go to trial but also did not want to accept the state's offer. CS agreed to Atty. Maistelman's withdrawal and appointment of Atty. Jansen. It is Atty. Maistelman's belief that all fees were earned. This matter was also submitted to the State Bar of WI's Fee Arbitration. As of 11/01/2017, the case is awaiting the appointment of a fee arbitration panel to review the case. |
| Claimant Rebuttal: | Co-claimants state that Atty. Maistelman did not notify them he was withdrawing and seriously doubts that he negotiated with the District Attorney. |
| OLR: | Currently an open OLR grievance however the matter is still in intake. |
| Action: | Defer pending result of the fee arbitration panel. |
| Reason: | Parties currently going through Fee Arbitration. |

17-63 RH & MH v. Atty. Ryan Lister

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| Date Filed: | 08/02/2017 |
| Amount Sought: | \$11,000.00 |
| License Status: | Revoked |
| Summary of Claim: | RH & MH hired Atty. Lister for a zoning dispute with property damage and civil rights issues. In the process of their relationship, Atty. Lister asked for a loan in the amount of \$11,000, which RH & MH agreed to give. Shortly after loaning the money, Atty. Lister lost his license to practice law. A small claims case was brought to enforce repayment of the loan. RH & MH dropped the claim in exchange for enforcement of a promissory note stating that the loan be repaid by January 15, 2017. Atty. Lister has not paid RH & MH. |
| Attorney Response: | Multiple attempts to send documents to Atty. Lister have returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR: | OLR does not have anything in their database concerning this matter, however, Atty. Lister informed OLR that he will never seek reinstatement and it is a good guess that OLR would put aside any new grievances against him. |
| Action: | Denied. |
| Reason: | No attorney-client relationship with respect to this specific loan. WLFCP does not have jurisdiction. This is a loan. No attorney-client relationship in this specific instance. Was not an investment but a straight loan. There was no dispute that this is a loan. Claimants should seek other recourse. |

17-64 TU & PU v. Atty. David Penn

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| Date Filed: | 08/01/2017 |
| Amount Sought: | \$15,500.00 against Atty. Penn |
| License Status: | Revoked |
| Summary of Claim: | TU hired Atty. Penn to assist with a criminal stalking matter. TU met with Atty. Penn the morning of his criminal trial. Atty. Penn was trembling and acting irrational. At that last minute, he told TR to take a plea, which he did. A few weeks after the plea and sentencing hearing, it was learned that Atty. Penn was off his medications for bipolar disorder. Atty. Penn was committed to Winnebago on a Chapter 51. As a result, TU had to hire a new attorney to attempt to withdraw the plea without success. He does not feel his new attorney, Michelle Tjader did a good job. As a result, he was sentenced. |
| Attorney Response: | The state's evidence against TU was substantial. He had no viable defense at trial. State did not provide an offer without a felony conviction. TU insisted on raising the issue of an easement being a defense to the stalking matter. Atty. Penn attempted to argue for this defense but Judge Stenz ruled it was not a defense. Atty. Penn reviewed with TU his plea deal, to which TU made an appropriate, informed decision. Atty. Penn then represented TU in his theft case, to which TU furiously told Atty. Penn that he sold him down the river. At no time while representing TU was Atty. Penn diagnosed with any mental health disorder, prescribed any medications, committed to Winnebago, or ordered to take any medication by any court. |
| Claimant Rebuttal: | Discredits Atty. Penn's response. Claimant was never aware of any plea agreements. Claimant reluctantly took the plea on the morning of the trial due to atty.'s condition. It was Atty. Penn's idea to terminate his representation of claimant. Claimant did not have a team to represent him and he did not go to atty.'s office in a rage before the sentencing. Atty. Penn was committed to Winnebago for a lengthy stay due to his condition. |
| OLR: | TU filed a grievance on 08/08/2017. OLR has sent out their initial letter to Atty. Penn but he has not yet responded. A second extension was granted to Atty. Penn. OLR will provide any sufficient materials related to fees, if any. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

17-65 KHS and GS v. Atty. Jeffrey Blessinger

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| Date Filed: | 08/02/2017 |
| Amount Sought: | \$3,050.00 |
| License Status: | Suspended Due, CLE, Disciplinary & OLR Certification |
| Summary of Claim: | Mother and daughter co-claimants hired Attorney Blessinger to represent daughter co-claimant in her divorce. Atty. Blessinger failed |

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| | to address issues in the divorce that he told co-claimants that he would. Atty. Blessinger attended the first hearing where a temporary order was ordered. Daughter co-claimant informed Atty. Blessinger of incorrect information on the temporary order. Atty. Blessinger stated he would send a letter to opposing counsel and the Court to address this but never submitted such a letter to the Court. Daughter co-claimant informed Atty. Blessinger that she felt she was not receiving enough child support. Atty. Blessinger informed her that he would contact the Child Support Office but he never did. Co-claimants paid Atty. Blessinger a total of \$3,050.00 in attorney fees but only have documentation for \$2,750.00 as \$300 was paid in cash to Atty. Blessinger and no receipt was provided. |
| Attorney Response: | Mailing attempt was returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR | OLR does not have anything in their database concerning this matter, however, Atty. Blessinger filed a petition with the Supreme Court on 10/18/2017 requesting and consenting to the revocation of his WI law license which is currently pending. |
| Action: | Denied |
| Reason: | Fee Dispute |

17-67 JD v. Atty. Jeffrey Blessinger

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| Date Filed: | 06/26/2017 |
| Amount Sought: | \$915.00 |
| License Status: | Suspended Due, CLE, Disciplinary & OLR Certification |
| Summary of Claim: | JD hired Atty. Blessinger on 01/20/2016 to assist her in getting a placement order changed and to start child support. No fee agreement was ever received. After a status conference on 03/01/2016, parties were referred to mediation. During this time, JD's requests for communication were not returned. A hearing on the motion was finally scheduled for June 2, 2016, but it took Atty. Blessinger 49 days to draft the Order from the hearing. JD never heard back from Atty. Blessinger after she received the Order. |
| Attorney Response: | Mailing attempt was returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR | OLR does not have anything in their database concerning this matter, however, Atty. Blessinger filed a petition with the Supreme Court on 10/18/2017 requesting and consenting to the revocation of his WI law license which is currently pending. |
| Action: | Denied |
| Reason: | Fee dispute |

18-01 LH and DD v. Atty. Lori Kuehn

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| Date Filed: | 07/06/2017 |
| Amount Sought: | \$1,850.00 |

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| License Status: | Good Standing |
| Summary of Claim: | Atty. Kuehn represented LH in a criminal matter regarding removing LH's GPS monitoring bracelet and/or curfew. Atty. Kuehn came to LH with a plea offer that was already on the table before she represented him. When Atty. Kuehn's case load became heavy, she handed the case over to Atty. Leah R. Thomas. LH contacted Atty. Kuehn seeking reimbursement of his fees, to which Atty. Kuehn responded that the fees were justified. |
| Attorney Response: | Parties agreed to a flat fee representation of \$2,500 for LH criminal matter. LH paid only \$2,100 of the \$2,500 owed. Subsequently LH picked up new charges. LH consented to Atty. Kuehn's withdrawal based upon the fact that he had no money to pay the remaining balance or retain her in his new case. Atty. Kuehn completed all components relative to the representation but for the sentencing hearing. |
| Claimant Rebuttal: | Acknowledge that he did not pay the remaining \$400 to Atty. Kuehn because he had no money. However, he had limited contact with Atty. Kuehn and she did not do work on the case that he had hired her to do. The plea deal was already in place before Atty. Kuehn was hired to the case. |
| OLR | OLR sent a letter to claimants informing them that they could file an OLR grievance, but no OLR grievance filed as of 11/20/2017. |
| Action: | Denied. |
| Reason: | Fee Dispute |

18-02 THM v. Atty. Thomas E. Bielinski

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| Date Filed: | 08/08/2017 |
| Amount Sought: | \$4,410.49 |
| License Status: | Revoked |
| Summary of Claim: | There is no relationship between claimant and Atty. Bielinski. Claimant had purchased a home which was foreclosed. Atty. Bielinski somehow found out that there was money left from the sale, forged claimant's name as if he was representing her and was able to collect the \$4,410.49 that was due to her. Claimant never hired Atty. Bielinski, never met him, nor had any attorney-client relationship with him. |
| Attorney Response: | Two mailing attempts were both returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR | THM filed a grievance on 08/09/2017, however, the grievance was closed soon after by OLR because it is beyond their scope as Atty. Bielinski never represented THM. Atty. Bielinski's WI legal license was revoked in 2012. He had a scheme where he actively defrauded the Milwaukee County courts. He would go to courts and tell the clerks that he represented people from foreclosures and any remaining balance on the foreclosures should be released to him. Atty. Bielinski was charged with several |

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| | felonies (see 11CF3705). He served prison time and is currently released and under active community supervision. THM was listed as part of the criminal matter, however, restitution was not ordered as Atty. Bielinski never represented her. |
| Action: | Denied. |
| Reason: | No attorney-client relationship |

18-03 CS v. Atty. Sarah E.K. Laux

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| Date Filed: | 08/08/2017 |
| Amount Sought: | \$3,500.00 |
| License Status: | Revoked |
| Summary of Claim: | CS and her husband (now deceased) attended a seminar by Atty. Laux to have a trust explained to them. After the first session, they paid Atty. Laux \$1,500.00 to have a trust completed. In total, they paid Atty. Laux \$3,500.00 for a trust that was not legal. |
| Attorney Response: | Two mailing attempts were both returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR | CS filed a grievance on 04/22/2015, however, OLR placed their file on hold due to the Supreme Court of WI revoking Atty. Laux's WI law license on 06/24/2015. |
| Action: | Approved – \$3,500 |
| Reason: | Attorney misconduct found. |

18-04 MW & IW v. Atty. Sarah E.K. Laux

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| Date Filed: | 08/08/2017 |
| Amount Sought: | \$3,522.00 |
| License Status: | Revoked |
| Summary of Claim: | MW & IW attended a seminar by Atty. Laux regarding a transition fund to shelter their life savings from the nursing home. The couple paid Atty. Laux \$3,522.22 to set up the transition fund. They are unable to obtain copies of the checks from the bank as the checks were written over 7 years ago. |
| Attorney Response: | N/A |
| Claimant Rebuttal: | N/A |
| OLR | MW & IW filed a grievance 05/08/2015, however, OLR placed their file on hold due to the Supreme Court of WI revoking Atty. Laux's WI law license on 06/24/2015. |
| Action: | Approved - \$1,000 Defer - \$2,522, if proof of payment provided |
| Reason: | Attorney misconduct found |

18-05 W.I. v. Atty. David G. Makovec

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| Date Filed: | 08/08/2017 |
| Amount Sought: | \$675.00 |
| License Status: | Good Standing |

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| Summary of Claim: | <p>On June 23, 2015, W.I. hired Atty. Makovec to research, draft and file a Notice of Motion and Motion to Modify his Sentence and had his remaining trust funds of \$1,075 from his prior attorney be transferred to Atty. Makovec. This was a flat fee agreement with no signed agreement. Shortly after payment, W.I. filed a grievance with OLR because Atty. Makovec was not responsive. With OLR's assistance, W.I. was able to connect with Atty. Makovec who agreed to take W.I.'s case if W.I. dismissed his grievance. W.I. agreed and dismissed his grievance.</p> <p>Atty. Makovec drafted a motion based on W.I.'s prior attorney, which W.I. did not agree with. As a result, W.I. researched and drafted his own brief and asked that Atty. Makovec file this brief with Atty. Makovec's signature, which he did.</p> <p>On Dec. 12, 2016, W.I. again filed a grievance with OLR after Atty. Makovec failed to respond or contact him for over 8 months. OLR did appoint an investigator to investigate the grievance. From here, Atty. Makovec did refund \$400 of the original \$1,075. In Atty. Makovec's response to OLR, he reports that he spent a significant amount of time researching and drafting a motion based on the beginnings of a motion by W.I.'s prior attorney, and refunded the \$400 because W.I. indicated that this refund would resolve the grievance.</p> <p>W.I. is filing a claim to the Fund for the remaining \$675.</p> |
| Attorney Response: | N/A |
| Claimant Rebuttal: | N/A |
| OLR | <p>W.I. filed a grievance on 09/15/2015 but OLR closed the case on 10/29/2015 citing insufficient evidence of misconduct.</p> <p>W.I. filed another grievance on 12/10/2016, but OLR closed this case as well as <i>de minimus</i> and not meriting formal professional discipline.</p> |
| Action: | Denied |
| Reason: | Fee Dispute |

18-06 DS and MB v. Atty. Alf Langan

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| Date Filed: | 08/14/2017 |
| Amount Sought: | \$2,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | <p>DS wanted to turn himself in after absconding from extended supervision and hired Atty. Langan to help him do so. Per DS, he terminated Atty. Langan's services for not being responsive. After termination, DS did send several</p> |

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| | correspondences requesting that Atty. Langan return the unused retainer. Atty. Langan did respond that he would refund the unused portion of the retainer when he got the time. Not receiving any more response after almost 2 months, DS is filing a claim for the unused portion of the retainer. |
| Attorney Response: | N/A |
| Claimant Rebuttal: | N/A |
| OLR | DS filed a grievance on 07/28/2017. Matter is still under investigation. |
| Action: | Denied |
| Reason: | Fee Dispute |

18-07 LN & PH v. Atty. Jeffrey Reitz

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| Date Filed: | 10/03/17 |
| Amount Sought: | \$7,500.00 |
| License Status: | Good Standing |
| Summary of Claim: | LN & PH hired Atty. Reitz in post-conviction proceedings for LN. Atty. Reitz contracted to another attorney, Atty. Tim Provis, the drafting and filing of the appellate brief for less than 25% of the retainer that the claimants paid to Atty. Reitz. The claimants were not informed that Atty. Provis would be doing the work nor did they consent to it. Co-claimants seeking reimbursement of the difference in retainer. |
| Attorney Response: | Atty. Reitz only has a vague recollection of this matter as it occurred in 2002. Atty. Reitz does not have hard copies of this file but found some electronic correspondence where he discovered that LN filed a complaint with OLR in September 2004 raising the same issue at hand: the involvement of Atty. Provis in assisting with the drafting of an appellate brief regarding LN's criminal conviction. Atty. Reitz provided copies of responses from himself and another attorney in his firm at the time, Atty. Michael Mandelman, which Atty. Reitz believes were sent to Jonathan Zeisser, the investigator with OLR. LN only had outgoing electronic files on this case and the old firm's paper file is in storage. They are accessible but would require many man hours for retrieval. |
| Claimant Rebuttal: | LN states that the Reitz law firm did not obtain his consent regarding Atty. Provis because there was a breakdown in communication between the parties. Atty. Reitz failed to dismiss his appeal upon his request. |
| OLR | LN filed a grievance on 07/05/2017, however, on 08/14/2017, OLR closed the matter as falling outside the rules of professional conduct. |
| Action: | Denied |
| Reason: | Outside the scope of the WLFCEP's Committee's Authority |

18-08 RMQ v. Atty. Jeffrey Blessinger

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| Date Filed: | 10/02/17 |
| Amount Sought: | \$2,000.00 |
| License Status: | Suspended Due, CLE, Disciplinary & OLR Certification |
| Summary of Claim: | <p>Claimant retained Atty. for court hearing regarding child custody. Atty. Blessinger attended one court hearing. Claimant states Atty. Blessinger neglected to contact him or submit paperwork requested by court. Claimant seeking recovery of monies paid to Atty. Blessinger.</p> <p>Claimant also filed a Fee Arb application (Case 17-49-2) but received no response from Atty. Blessinger.</p> |
| Attorney Response: | Two attempts have returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR | OLR does not have anything in their database concerning this matter, however, Atty. Blessinger filed a petition with the Supreme Court on 10/18/2017 requesting and consenting to the revocation of his WI law license which is currently pending. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

18-09 AAC v. Atty. Godfrey Y. Muwonge

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| Date Filed: | 10/02/17 |
| Amount Sought: | \$2,620.00 |
| License Status: | Good Standing |
| Summary of Claim: | <p>Claimant retained Atty. Muwonge to represent her in obtaining legal status/citizenship in the USA. Claimant paid \$2,500 plus \$480 filing fees. Claimant states she was unable to communicate with Atty. Muwonge and stopped receiving updates on her case. As result, her case was put on hold and her petition for citizenship was denied. Claimant believes Atty. Muwonge did work on her case but did not follow through with procedures necessary to complete case. Claimant hired another attorney to obtain legal status.</p> |
| Attorney Response: | Letter and documents received from Atty. Muwonge stating that the exact claim is \$2,500 based upon what the WI Supreme Court ordered him to pay as restitution to the claimant. He states that OLR ordered him to pay \$50 monthly payments to claimant until the \$2,500.00 ordered by the court is paid up. Atty. Muwonge states that if WLFCP honors claimant's request, it will be reimbursing her for monies she already received. |
| Claimant Rebuttal: | -- |
| OLR | Ms. Cineaus filed a grievance with OLR against Atty. Muwonge on 10/20/2005. Atty. Muwonge's license was suspended indefinitely on 12/23/2008 by the Supreme Court, but was reinstated on 07/01/2016. On 06/29/2017, the Court ordered that Atty. Muwonge make restitution of \$2,500.00 to AAC. |

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| Action: | Pay \$2,050.00 with a caveat that if this amount is not accurate, AAC can request a revision for the amount requested. – (Motion Smith, second Draper) |
| Reason: | Atty. Muwonge failed to provide to the Fund requested documentation proving repayment plan to AAC. Fund to pay claimant and have Atty. Muwonge pay to the Fund. |

18-10 KAR v. Atty. Peter J. Kovac

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| Date Filed: | 10/02/2017 |
| Amount Sought: | \$5,000.00 |
| License Status: | Good Standing - Emeritus |
| Summary of Claim: | KAR retained Atty. Kovac in a criminal matter. Atty. Kovac neglected clients, delayed the case, and failed to communicate with KAR. |
| Attorney Response: | Two attempts were made as first returned undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR: | KAR filed a grievance on 01/17/2012. The matter was prosecuted but the only misconduct counts LOR charged Atty. Kovac was that he had an improper fee agreement, did not timely return a client file, and failed to cooperate in OLR's investigation. OLR did not seek restitution. Case was concluded with a 07/08/2016 Supreme Court order suspending Atty. Kovac's license for 90 days. |
| Action: | Denied. |
| Reason: | Fee Dispute. |

18-11 GN & PN v. Atty. Sarah E.K. Laux

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| Date Filed: | 11/28/17 |
| Amount Sought: | \$3,400.00 |
| License Status: | Revoked |
| Summary of Claim: | GN & PN retained Atty. Laux for 'basic' estate planning documents (Power of Attorney for Health Care, Power of Attorney for Finances, wills, and a living revocable trust) and 'advanced' estate planning documents (irrevocable "transition trust") after meeting Atty. Laux at an educational seminar that offered solutions to long term care. At this seminar Atty. Laux misrepresented the law and fraudulently exclaimed that her trusts had protected many clients from nursing home costs by qualifying them for Medicaid. GN & PN paid Atty. Laux a total of \$4,800 for her services (\$1,500 for 'basic planning' and \$3,500 for 'advanced planning'). In January 2017, GN & PN sat down with Atty. Kilkenny and discovered that Atty. Laux misrepresented the law and her trust was fraudulent. |
| Action: | Approved for \$3,400.00. |
| Reason: | Unearned advanced fee |

18-12 BDD v. Atty. Jeffrey Blessinger

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| Date Filed: | 10/04/2017 |
| Amount Sought: | \$2,000.00 |
| License Status: | Suspended Due, CLE, Disciplinary & OLR Certification |
| Summary of Claim: | Claimant hired Atty. Blessinger in November 2016 to assist in post judgment legal action on custody case involving claimant's daughter. Claimant states he met with Atty. Blessinger once and exchanged phone calls, emails and text messages; however, after a couple months, claimant was unable to reach Atty. Blessinger. Total lost money is \$2000 plus expenses. Claimant is seeking \$2000. |
| Attorney Response: | Multiple attempts have returned as undeliverable. |
| Claimant Rebuttal: | N/A |
| OLR: | OLR does not have anything in their database concerning this matter, however, Atty. Blessinger filed a petition with the Supreme Court on 10/18/2017 requesting and consenting to the revocation of his WI law license which is currently pending. |
| Action: | Approved – \$2,000 |
| Reason: | Unearned advanced fee |

18-13 HWD v. Atty. Stephen Eisenberg

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|-------------------|---|
| Date Filed: | 08/15/2017 |
| Amount Sought: | \$62,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | HWD hired Atty. Eisenberg to handle his personal injury case. HWD claims that Atty. Eisenberg overlooked many things in the case and failed to disclose that he was related to his former employer, which affected the settlement in this case. |
| Action: | Denied |
| Reason: | Fee dispute |

18-14 JA v. Atty. Michael Krill

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| Date Filed: | 10/12/17 |
| Amount Sought: | \$235,721.00 (Maximum \$150,000) |
| License Status: | Suspended Dues, Disciplinary, OLR Certification |
| Summary of Claim: | Claimant hired Atty. Krill to represent them on case against Farmer's Insurance. When settlement check came in, Atty. invested funds without Claimant's approval. Claimant endorsed check for Atty to hold until found new building to purchase. Claimant informed by Atty. that he had invested funds and was provided written agreement to that effect. Agreement stated that Claimant would receive funds in 30 days. Claimant has contacted Atty to inquire about status of funds and told that money is on the way. |
| Action: | Approved for \$147,000.00 |

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| Reason: | Theft by investment. \$147,000 is based upon the documentation provided that it is apparent this is the amount that would have been claimant's share. |
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18-15 SAH v. Atty. Everett E. Wood

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|-------------------|---|
| Date Filed: | 10/06/2017 |
| Amount Sought: | \$8,015.48 |
| License Status: | Suspended Dues & Disciplinary |
| Summary of Claim: | Claimant entered a contingency contract with Atty. Wood against Vilas Title Co. for breach of contract. However, Atty. Wood lost his legal license and Sandra was forced to find new counsel. Atty. Wood was paid for depositions but failed to pay the recorder, and failed to schedule a trial. |
| Action: | Denied as fee dispute with caveat |
| Reason: | Committee has concerns that claimant may have paid deposition twice and if they submit proof of this, Committee will reconsider this claim. Claimant is most likely entitled to some money, but it is not clear on the amount based upon what was provided by the claimant. |

18-17 DRK (POA for MK) v. Atty. Christopher T. Froelich

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|-------------------|---|
| Date Filed: | 11/06/17 |
| Amount Sought: | \$7,000.00 |
| License Status: | Good Standing - Active |
| Summary of Claim: | Co-claimants are mother and son. Son co-claimant hired Atty. Froelich to represent him in a criminal felony action under pretense that Atty. Froelich had vast experience in the type of criminal action that the son co-claimant was charged with, and claimed he had a great relationship with county prosecutors. All bills were sent to mother co-claimant as she is the Power of Attorney of son co-claimant. Atty. Froelich was ineffective, failed to do things he stated he would do in the case, failed to verify uncharged counts within a stipulation he had son co-claimant sign. |
| Action: | Denied |
| Reason: | Fee dispute |

18-18 CJW v. Atty. Michael S. Georg

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|-------------------|--|
| Date Filed: | 11/14/2017 |
| Amount Sought: | \$5,440.92 |
| License Status: | Good Standing |
| Summary of Claim: | CJW retained Atty. Georg to represent him in his bankruptcy. CJW claims that Atty. Georg failed to dismiss the bankruptcy in a timely matter despite his request, Atty. Georg failed to provide to CJW his |

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| | bankruptcy file to access, and Atty. Georg resulted in CJW' identity being stolen. *Despite multiple conversations with the Administrator, CJW fails to grasp what kind of losses can be reimbursed |
| Action: | Denied |
| Reason: | Non-reimbursable loss. Does not allege a reimbursable loss under the guidelines that the Committee operates |

18-19 DRW v. Atty. Anne E. Brown

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|-------------------|--|
| Date Filed: | 08/21/2017 |
| Amount Sought: | \$48,550.00 |
| License Status: | Revoked |
| Summary of Claim: | DRW retained Atty. Brown for her divorce. Multiple discrepancies arise from Atty. Brown's billing statements, specifically being billed for telephone calls, conferences, meetings that did not occur. Atty. Brown failed to raise issues or positions that DRW requested or Atty. Brown said she would with opposing counsel, the Guardian ad Litem, or in court. |
| Action: | Denied |
| Reason: | Fee dispute |

18-20 MH v. Atty. Michael M. Krill

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|-------------------|--|
| Date Filed: | 11/30/2017 |
| Amount Sought: | \$35,000.00 |
| License Status: | Suspended Dues, Disciplinary, OLR Certification |
| Summary of Claim: | This case may not involve an attorney-client relationship. MH became involved with Atty. Krill in an investment in China for \$35,000.00. She trusted Atty. Krill because he was a long family friend. She also visited Atty. Krill's office and had no reason to suspect that he had financial difficulty. MH obtained a promissory note from Atty. Krill for the \$35,000. Atty. Krill took advantage of this friendship and has not paid back MH despite her requests to be paid back. A judgment was obtained against Atty. Krill for repayment of this amount. MH also hired Atty. Robert Meyeroff to assist her in getting the funds back. Atty. Krill has informed Atty. Meyeroff on multiple occasions that he would pay MH back but he still has failed to do so. |
| Action: | Denied |
| Reason: | No attorney-client relationship |

18-21 FC, Inc. (KSG) v. Atty. Cole J. White

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| Date Filed: | 12/01/2017 |
| Amount Sought: | \$3,000.00 |

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| License Status: | Good Standing |
| Summary of Claim: | KSG is the registered agent of FC, Inc. On April 19, 2017 KSG paid an advanced fee of \$3,000 to Atty. White with a FC, Inc. check to represent him in a civil action against the Elm Grove Police and District Attorney Michael Hulgaard. Atty. White informed KSG that he has a good case and he would start on his civil suit immediately. Atty. White said he would get a report to KSG the following week. When KSG did not hear anything from Atty. White, his response was that his father was dying but he had tried to contact KSG's prior attorney, Michael Torphy, but was not successful. On June 6, 2017, Atty. White stopped by KSG's home before heading to court to drop off documents on a CD. When KSG asked Atty. White about the major issues in his case, he had no idea but told KSG he had a team working on it. KSG requested to speak with the team and all of the paper work he used to obtain paperwork from the Elm Grove police. KSG did not receive anything. KSG also requested a detailing billing for work done on his case which Atty. White has failed to provide. |
| Action: | Defer |
| Reason: | Pending OLR investigation |

18-22 JaEM & JoEM v. Atty. Robin Shellow

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| Date Filed: | 09/27/2017 |
| Amount Sought: | \$14,700.00 |
| License Status: | Good Standing |
| Summary of Claim: | JaEM, through his father and co-claimant, JoEM retained Atty. Shellow in JaEM's post-conviction. |
| Action: | Denied |
| Reason: | Fee dispute. |

18-23 JLC & CLC v. Atty. Cole J. White

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|-------------------|--|
| Date Filed: | 11/08/2017 |
| Amount Sought: | \$3,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | CLC retained Atty. White to represent her son in 2017MA1442, however, CLC claims that Atty. White did no work on the case and failed to respond to her communications. |
| Action: | Approved \$3,000.00 |
| Reason: | Unearned advanced fee |

18-24 EGB v. Atty. Cole J. White

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| Date Filed: | 01/02/2018 |
| Amount Sought: | \$4,000.00 |

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| License Status: | Good Standing |
| Summary of Claim: | EGB retained Atty. White to represent him against criminal misdemeanor charges. EGB claims that Atty. White failed to do any discovery on his case, did not appear for a hearing, and did not return requests for communication. |
| Action: | Approved \$4,000.00 |
| Reason: | Unearned advanced fee |

18-25 AES v. Atty. Richard H. Schulz

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|-------------------|---|
| Date Filed: | 01/12/2018 |
| Amount Sought: | \$161,924.28 (\$150,000.00) |
| License Status: | Good Standing – Emeritus |
| Summary of Claim: | AES retained Atty. Schulz to resolve a property damage/personal injury complaint. AES states that the case went to unexpected trial where she alleges possible unethical and dishonest conduct by Atty. Schulz. |
| Action: | Deny with caveat |
| Reason: | Fee dispute, but if OLR takes disciplinary action that involves restitution, resubmit this claim for reconsideration by the Committee |

18-26 JJP v. Atty. Eugene Loftin

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| Date Filed: | 01/05/2018 |
| Amount Sought: | \$2,346.11 |
| License Status: | Suspended Dues, Disciplinary & OLR Certification |
| Summary of Claim: | JJP retained Atty. Loftin regarding a bad business deal where JJP was suing a party in Florida for a fraudulent business that was sold to him. JJP claims that Atty. Loftin missed filing dates on motions, did not file the case under the proper name, was granted numerous extensions by the judge to correct these issues, and missed a court date that resulted in this case being dismissed. |
| Action: | Denied |
| Reason: | Non-reimbursable claim |

18-27 RWS & RGL v. Atty. Andrew J. Williams

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|-------------------|---|
| Date Filed: | 01/09/2018 |
| Amount Sought: | \$17,910.00 |
| License Status: | Good Standing |
| Summary of Claim: | RGL retained Atty. Williams to represent him against criminal charges. RGL claims that Atty. Williams always showed up late to court, argued with the judge at sentencing, filed motions late, and failed to return contact RGL back. |
| Action: | Denied |
| Reason: | Fee dispute |

18-28 PNG & NJG v. Atty. Sarah E.K. Laux

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|-------------------|---|
| Date Filed: | 01/09/2018 |
| Amount Sought: | \$6,000.00 |
| License Status: | Revoked |
| Summary of Claim: | PNG & NJG retained Atty. Laux to draft a Irrevocable Transition Trust that Atty. Laux claimed allowed PNG & NJG access to the Trust account assets while being eligible for Medicaid. The Trust did not do what Atty. Laux claimed. |
| Action: | Approved \$4,000.00 - \$2,000 was in 2001 before Atty. Laux took over the case. Atty. Laux got involved in 2010. |
| Reason: | Unearned advanced fees. |

18-29 JCA & JLS v. Atty. Thomas J. Zoesch

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|-------------------|---|
| Date Filed: | 01/18/2018 |
| Amount Sought: | \$1,000.00 |
| License Status: | Good Standing – Emeritus |
| Summary of Claim: | JCA & JLS retained Atty. Zoesch for legal services and sent to him a \$1,000 retainer. However, they claim that Atty. Zoesch failed to appear for the 11/02/2017 court date and found an eviction notice on his office. |
| Action: | Approved \$1,000.00 – Claimants were not paid by the Fund as Atty. Zoesch reimbursed \$1,000.00 to the claimants |
| Reason: | Unearned advanced fees. |

18-30 AK & MBK v. Atty. Shane L. Brabazon

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|-------------------|--|
| Date Filed: | 01/18/2018 |
| Amount Sought: | \$13,456.25 |
| License Status: | Good Standing |
| Summary of Claim: | AK & MBK retained Atty. Brabazon on 11/22/2016 for sexual assault of a child allegations against AK. AK & MBK claim that Atty. Brabazon failed to appear or was late for multiple court appearances, and failed to file motions. |
| Action: | Denied. |
| Reason: | Fee dispute. |

18-31 JBB v. Atty. Philip A. Shepherd

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| Date Filed: | 11/08/2017 |
| Amount Sought: | \$622.50 |
| License Status: | Resigned |
| Summary of Claim: | JBB retained Atty. Shepherd for a guardianship but requested that stop all work on the guardianship on the same day. JBB also claims |

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| | that Atty. Shepherd made errors on the Transfer on Death deed but failed to fix the errors. |
| Action: | Approved \$622.50 |
| Reason: | Unearned advanced fee |

18-32 LAW v. Atty. Jeffrey M. Blessinger

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|-------------------|--|
| Date Filed: | 01/19/2018 |
| Amount Sought: | \$5,000.00 |
| License Status: | Revoked |
| Summary of Claim: | LAW retained Atty. Blessinger to represent her in her divorce. LAW claims that Atty. Blessinger failed to appear in court, failed to file paperwork, failed to inform Lori of court appearances and paperwork to file, and could not be reached. |
| Action: | Approved \$2,751.25 – Supreme Court ordered restitution of \$2,751.25 |
| Reason: | Unearned advanced fees. |

18-33 DS & JS v. Atty. David P. Leibowitz

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| Date Filed: | 01/19/2018 |
| Amount Sought: | \$20,848.53 |
| License Status: | Good Standing |
| Summary of Claim: | DS & JS retained Atty. Blay to assist with their bankruptcy. Atty. Blay left the firm and Atty. Leibowitz took over the case. Duane and Jennifer claim that Atty. Leibowitz failed to dismiss the bankruptcy despite their request, and this failure led to great financial loss. *Despite multiple communications with the Administrator, DS & JS have failed to provide a completed application. The Administrator was advised by the Chair of the WLFCEP Committee to process the application as is for the Committee's review. |
| Action: | Denied |
| Reason: | Fee dispute |

18-34 JWD v. Atty. Richard Reilly

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|-------------------|---|
| Date Filed: | 11/03/2017 |
| Amount Sought: | \$4,265.00 |
| License Status: | Good Standing – Emeritus |
| Summary of Claim: | JWD retained Atty. Reilly for her divorce. Atty. Reilly billed JWD for review of file but failed to review bank statements showing JWD's ex-husband's gambling issues. JWD also claims that Atty. Reilly engaged in conduct related to her ex-husband's bankruptcy that got JWD sued. |
| Action: | Denied |
| Reason: | Fee dispute. |

18-35 TL v. Atty. William T. Croke

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|-------------------|--|
| Date Filed: | 01/29/2018 |
| Amount Sought: | \$510.00 |
| License Status: | Good Standing |
| Summary of Claim: | TL retained Atty. Croke to file a chapter 13 bankruptcy and work with the financial institution to not get her car repossessed. TL claims that Atty. Croke told her that he spoke with the financial institution about TL's car and had filed the bankruptcy paperwork. In November the financial institution contacted TL that they were repossessing her car, and TL found out that no bankruptcy documents were filed. TL has been unable to reach Atty. Croke despite multiple attempts. |
| Action: | Approved \$510.00 |
| Reason: | Unearned advanced fee |

18-36 BH & DH v. Atty. Sarah Clemment

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|-------------------|---|
| Date Filed: | 01/29/2018 |
| Amount Sought: | \$5,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | BH retained Atty. Clemment to represent her brother, DH, in a criminal matter. In September 2016 the trial court ordered Atty. Clemment be removed from the case and appoint successor counsel. BH claims that Atty. Clemment stated she would return all paid attorney fees but has not repaid anything. |
| Action: | Defer |
| Reason: | Until OLR investigation is complete |

18-37 TLC v. Atty. Amber Herda

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|-------------------|---|
| Date Filed: | 01/31/2018 |
| Amount Sought: | \$24,469.32 |
| License Status: | Good Standing |
| Summary of Claim: | Fee dispute – TLC retained Atty. Herda, her fourth attorney regarding a settlement as a result of a car accident. TLC claims that she did not have adequate knowledge about the contract she entered with Atty. Herda's firm. This case went to mediation and TLC claims she was forced to accept that Atty. Herda's firm would be taking \$24,000 for obtaining medical records. |
| Action: | Denied |
| Reason: | Fee dispute |

18-38 JRP & SMP v. Atty. Patrick Hudec

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| Date Filed: | 01/31/2018 |
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| Amount Sought: | \$15,500.00 |
| License Status: | Good Standing |
| Summary of Claim: | JRP & SMP retained Atty. Hudec to represent them in a matter related to the purchase of a airshow magazine gone bad. After multiple appeals, Atty. Hudec's failure to sue the proper party was the basis of the decision of the appeals court against JRP & SMP. |
| Action: | Denied |
| Reason: | Fee dispute |

18-39 SA v. Atty. Lillian B. Cheesman

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|-------------------|--|
| Date Filed: | 01/31/2018 |
| Amount Sought: | \$2,500.00 |
| License Status: | Good Standing |
| Summary of Claim: | SA retained Atty. Cheesman to represent her in a claim against her by contractors. SA claims that Atty. Cheesman was not prepared for the trial and her incompetence resulted in SA having to file bankruptcy. |
| Action: | Denied |
| Reason: | Fee dispute |

18-40 KEG v. Atty. Jeffrey Blessinger

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| Date Filed: | 01/31/2018 |
| Amount Sought: | \$2,493.75 |
| License Status: | Revoked |
| Summary of Claim: | KEG retained Atty. Blessinger to represent her in a family law matter. Atty. Blessinger appeared at a temporary order hearing that KEG states he showed up unprepared. Atty. Blessinger failed to appear for the next court hearing on 01/17/2017 and has not contacted KEG since this date. |
| Action: | Denied |
| Reason: | Fee dispute |

18-41 SAB v. Atty. Odalo Ohiku

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|-------------------|---|
| Date Filed: | 01/31/2018 |
| Amount Sought: | \$12,000.00 |
| License Status: | Good Standing |
| Summary of Claim: | On 05/06/2016 SAB retained Atty. Ohiku as her defense attorney. On 02/06/2017 SAB hired a new attorney and requested that payment for attorney fees be returned to her. SAB claims that Atty. Ohiku has failed to return the requested funds paid to him despite his prior agreement to calculate the remaining balance and refund the remaining amount. *This matter is currently going through Fee Arb |

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| Action: | Denied |
| Reason: | Fee dispute |

18-42 MN v. Atty. Robert G. LeBell

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| Date Filed: | 01/31/2018 |
| Amount Sought: | \$6,563.54 |
| License Status: | Good Standing |
| Summary of Claim: | <p>MN retained Atty. LeBell to represent him in his federal criminal case. MN claims that Atty. LeBell lied, misled, deceived, and betrayed him during his time as his attorney, and stole his money in the client trust account.</p> <p>*Statute of limitations issue but claimant has been in prison until recently and he was informed by prior Administrator that he could still file a claim.</p> |
| Action: | Denied |
| Reason: | Fee dispute |

**STATE BAR OF WISCONSIN
WISCONSIN LAWYERS' FUND
FOR CLIENT PROTECTION**

AGREED UPON PROCEDURES
As of and for the Year Ended June 30, 2018



BAKER TILLY

Candor. Insight. Results.

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, 2018. The State Bar's management is responsible for the WLFCP's accounting records. The sufficiency of these procedures is solely the responsibility of the management of the State Bar. 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, 2018. We obtained a copy of the June 30, 2018 bank reconciliations from management. We footed the reconciliations and agreed the balance per the books on the reconciliations to the general ledger. We noted no exceptions while performing these procedures.
2. We performed a calculation of the WLFCP assessment revenue for the year ended June 30, 2018, by taking the number of active lawyers in the State Bar at June 30, 2018, 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 ("gross proof estimate") to the amount recorded as having been collected for the WLFCP. See Schedule A for a summary of our results.
3. We obtained the twelve bank statements during fiscal year 2018 for WLFCP bank accounts. We reported the total earnings as reported by the bank for fiscal year 2018. We calculated a gross estimate of return for the year ended June 30, 2018. The gross estimate of return was determined by dividing recorded earnings on the general ledger for the year ended June 30, 2018 by the average fund balance for the year. The average fund balance used in the calculation is the average of the month end statement balances for the year. See Schedule B for a summary of our results.
4. We obtained a reconciliation of the fund balance at June 30, 2018 (see Schedule C) and agreed the amounts presented in the reconciliation to the subsidiary ledgers. The reconciliation presented beginning balance and a summary of receipts and disbursements. The reconciliation summarized the assessments received in 2017 that applied to 2018 and the excluded claims that were approved in 2017 that will be disbursed in 2018. The reconciliation summarized assessments received in 2018 that apply to 2019 and the excluded claims that were approved in 2018 that will be disbursed in 2019 affecting the ending balance. We obtained from management a list of expenses by committee expenses, program expenses and governance and administrative expenses. We selected the five largest expenses and obtained the invoice and supporting documents and vouched that it was for payment on claims, purchase of insurance or to pay committee and administrative expenses. 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, 2018 and the related claim files. We selected the 10 largest claim disbursements during the year and:
 1. We viewed approval of claims being documented in WLFCP minutes
 2. We viewed a copy of the disbursement and agree the recipient to the approval documented in the minutes
 3. We viewed a copy of the disbursement and agree the amount to the approval documented in the minutes

We noted no exceptions while performing these procedures.

6. We obtained from State Bar personnel a detailed listing of all claims for which payment was denied during the year ended June 30, 2018 and the related claim files. For all denied claims, we viewed approval of the denial in the WLFCP committee minutes. We viewed a copy of the letter sent to the claimant denying payment. We noted no exceptions while performing these procedures.
7. We sent a letter to the Chair of the WLFCP Committee, that inquired that the Committee considered the guidelines of SCR Chapter 12.08 in making the decision to approve or deny claims for the period July 1, 2017 through June 30, 2018. The Chair of the WLFCP Committee responded to the letter confirming the Committee consideration of the guidelines of SCR Chapter 12.08.

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 of 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

Milwaukee, Wisconsin
September 24, 2018

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, 2018

| | |
|---|----------------|
| Per gross proof estimate | \$ 414,520 |
| 2018 assessment | <u>414,560</u> |
| Estimate in deficit of actual collections | <u>\$ (40)</u> |

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, 2018

The earnings of the WLFCP were \$828 according to the bank statements. The calculated gross estimate of return for the year ended June 30, 2018 is .30%. The gross estimate of rate of return was determined by dividing recorded earnings for the year ended June 30, 2018 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, 2018

| | |
|-----------------------------------|--------------------|
| Fund balance at July 1, 2017 (1) | \$ 235,286 |
| Receipts | |
| Assessments | 414,560 |
| Interest earned | 828 |
| Restitution | 16,875 |
| Total Receipts | <u>432,263</u> |
| Disbursements | |
| Claims | 619,988 |
| Expenses (2) | 58,661 |
| Total Disbursements | <u>678,649</u> |
| Fund deficit at June 30, 2018 (3) | \$ <u>(11,100)</u> |

(1) The fund balance at July 1, 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 should conditions be resolved.

(2) Expenses consist of the following:

| | |
|--|------------------|
| Committee expenses | \$ 28,621 |
| Program expenses | 13,712 |
| Governance and administrative expenses | 16,328 |
| Total Expenses | <u>\$ 58,661</u> |

(3) The fund balance at June 30, 2018 excludes assessments received in fiscal year 2018 that apply to fiscal year 2019. The assessments received in 2018 that apply to 2019 were \$251,760. The fund balance at June 30, 2018 excludes claims of \$53,000 that plan to be disbursed in fiscal year 2019.

| | Claim Number | Date Filed | Amount Sought | Date Approved | Amount Paid |
|-----------------------------|-----------------|---------------|---------------------|------------------|-------------------|
| Atty. Jeffrey M. Blessinger | | | | | |
| Unearned Advanced Fees | 17-59 | 6/7/17 | \$3,000.00 | 8/15/17 | 3,000.00 |
| Unearned Advanced Fees | 17-61 | 6/12/17 | \$826.75 | 12/5/17 | 826.75 |
| Unearned Advanced Fees | 18-12 | 10/4/17 | \$2,000.00 | 12/5/17 | 2,000.00 |
| Unearned Advanced Fees | 17-56 | 5/19/17 | \$3,000.00 | 3/21/18 | 3,000.00 |
| Unearned Advanced Fees | 17-57 | 5/19/17 | \$2,000.00 | 3/21/18 | 2,000.00 |
| Unearned Advanced Fees | 18-32 | 1/19/18 | \$5,000.00 | 3/21/18 | 2,751.25 |
| Total Claims: | 6 | | \$15,826.75 | | 13,578.00 |
| Atty. William T. Croke | | | | | |
| Unearned Advanced Fees | 18-35 | 1/29/18 | \$510.00 | 3/21/18 | 510.00 |
| Total Claims: | 1 | | \$510.00 | | 510.00 |
| Atty. Jeffrey L. Elverman | | | | | |
| Theft from an Estate | 15-80 | 12/22/14 | \$150,000.00 | 8/15/17 | 150,000.00 |
| Total Claims: | 1 | | \$150,000.00 | | 150,000.00 |
| Atty. Michael M. Krill | | | | | |
| Theft by Investment | 18-14 | 10/12/17 | \$235,721.00 | 3/21/18 | 147,000.00 |
| Total Claims: | 1 | | \$235,721.00 | | 147,000.00 |
| Atty. Sarah E.K. Laux | | | | | |
| Misappropriation of Funds | 18-03 | 8/8/17 | \$3,500.00 | 12/5/17 | 3,500.00 |
| Misappropriation of Funds | 18-04 | 8/8/17 | \$3,522.00 | 12/5/17 | 1,000.00 |
| Unearned Advanced Fees | 18-11 | 11/28/17 | \$3,400.00 | 3/21/18 | 3,400.00 |
| Unearned Advanced Fees | 18-28 | 1/9/18 | \$6,000.00 | 3/21/18 | 4,000.00 |
| Total Claims: | 4 | | \$16,422.00 | | 11,900.00 |
| Atty. Michael E. O'Rourke | | | | | |
| Unearned Advanced Fees | 17-29 | 10/21/16 | \$3,262.15 | 3/21/18 | 2,212.00 |
| Total Claims: | 1 | | \$3,262.15 | | 2,212.00 |
| Atty. Phillip J. Ramthun | | | | | |
| Misappropriation of Funds | 17-40 | 2/23/17 | \$5,481.14 | 8/15/17 | 3,634.73 |
| Total Claims: | 1 | | \$5,481.14 | | 3,634.73 |
| Mr. Philip A. Shepherd | | | | | |
| Unearned Advanced Fees | 18-31 | 11/8/17 | \$622.50 | 3/21/18 | 622.50 |
| Total Claims: | 1 | | \$622.50 | | 622.50 |

| | Claim Number | Date Filed | Amount Sought | Date Approved | Amount Paid |
|-------------------------------------|-----------------|---------------|---------------------|------------------|---------------------|
| Atty. Cole J. White | | | | | |
| Unearned Advanced Fees | 18-23 | 11/8/17 | \$3,000.00 | 3/21/18 | 3,000.00 |
| Unearned Advanced Fees | 18-24 | 1/2/18 | \$4,000.00 | 3/21/18 | 4,000.00 |
| Total Claims: | 2 | | \$7,000.00 | | 7,000.00 |
| Atty. Randy J. Wynn | | | | | |
| Misappropriation of Funds | 17-51 | 4/12/17 | \$36,009.75 | 12/5/17 | 35,530.72 |
| Total Claims: | 1 | | \$36,009.75 | | 35,530.72 |
| Total Claims: | 19 | | \$470,855.29 | | \$371,987.95 |
| Total Attorneys with claims: | 10 | | | | |

Theft from an Estate

| | Claim Number | Date Filed | Amount Sought | Date Approved | Amount Paid |
|---------------------------|-----------------|---------------|---------------------|------------------|-------------------|
| Atty. Jeffrey L. Elverman | 15-80 | 12/22/14 | \$150,000.00 | 8/15/17 | 150,000.00 |
| | | | \$150,000.00 | | 150,000.00 |

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

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. Michael M. Krill | 18-14 | 10/12/17 | \$235,721.00 | 3/21/18 | 147,000.00 |
| | | | \$235,721.00 | | 147,000.00 |

Total claims sought for Theft by Investment = \$\$235,721.00

Total claims paid for Theft by Investment = \$147,000.00

Misappropriation of Funds

| | Claim Number | Date Filed | Amount Sought | Date Approved | Amount Paid |
|--------------------------|-----------------|---------------|--------------------|------------------|------------------|
| Atty. Sarah E.K. Laux | | | | | |
| | 18-04 | 8/8/17 | \$3,522.00 | 12/5/17 | 1,000.00 |
| | 18-03 | 8/8/17 | \$3,500.00 | 12/5/17 | 3,500.00 |
| | | | \$7,022.00 | | 4,500.00 |
| Atty. Phillip J. Ramthun | | | | | |
| | 17-40 | 2/23/17 | \$5,481.14 | 8/15/17 | 3,634.73 |
| | | | \$5,481.14 | | 3,634.73 |
| Atty. Randy J. Wynn | | | | | |
| | 17-51 | 4/12/17 | \$36,009.75 | 12/5/17 | 35,530.72 |
| | | | \$36,009.75 | | 35,530.72 |

Total claims sought for Misappropriation of Funds = \$\$48,512.89

Total claims paid for Misappropriation of Funds = \$43,665.45

Unearned Advanced Fees

| | Claim Number | Date Filed | Amount Sought | Date Approved | Amount Paid |
|-----------------------------|-----------------|---------------|--------------------|------------------|------------------|
| Atty. Jeffrey M. Blessinger | | | | | |
| | 17-59 | 6/7/17 | \$3,000.00 | 8/15/17 | 3,000.00 |
| | 18-12 | 10/4/17 | \$2,000.00 | 12/5/17 | 2,000.00 |
| | 17-61 | 6/12/17 | \$826.75 | 12/5/17 | 826.75 |
| | 18-32 | 1/19/18 | \$5,000.00 | 3/21/18 | 2,751.25 |
| | 17-57 | 5/19/17 | \$2,000.00 | 3/21/18 | 2,000.00 |
| | 17-56 | 5/19/17 | \$3,000.00 | 3/21/18 | 3,000.00 |
| | | | \$15,826.75 | | 13,578.00 |
| Atty. William T. Croke | | | | | |
| | 18-35 | 1/29/18 | \$510.00 | 3/21/18 | 510.00 |
| | | | \$510.00 | | 510.00 |
| Atty. Sarah E.K. Laux | | | | | |
| | 18-28 | 1/9/18 | \$6,000.00 | 3/21/18 | 4,000.00 |
| | 18-11 | 11/28/17 | \$3,400.00 | 3/21/18 | 3,400.00 |
| | | | \$9,400.00 | | 7,400.00 |
| Atty. Michael E. O'Rourke | | | | | |
| | 17-29 | 10/21/16 | \$3,262.15 | 3/21/18 | 2,212.00 |
| | | | \$3,262.15 | | 2,212.00 |
| Mr. Philip A. Shepherd | | | | | |
| | 18-31 | 11/8/17 | \$622.50 | 3/21/18 | 622.50 |
| | | | \$622.50 | | 622.50 |
| Atty. Cole J. White | | | | | |
| | 18-24 | 1/2/18 | \$4,000.00 | 3/21/18 | 4,000.00 |
| | 18-23 | 11/8/17 | \$3,000.00 | 3/21/18 | 3,000.00 |
| | | | \$7,000.00 | | 7,000.00 |

Total claims sought for Unearned Advanced Fees = \$36,621.40

Total claims paid for Unearned Advanced Fees = \$31,322.50

\$470,855.29

371,987.95