

IN THE MATTER OF DISCIPLINARY
PROCEEDINGS AGAINST ERIKA ANITA
CANNADAY, ATTORNEY AT LAW.

CASE CODE 30912

OFFICE OF LAWYER REGULATION,

CASE NO. 2014AP 2152-D

Complainant;

ERIKA ANITA CANNADAY,

Respondent.

RECEIVED

SEP 15 2014

COMPLAINT

CLERK OF SUPREME COURT
OF WISCONSIN

NOW COMES the Wisconsin Supreme Court - Office of
Lawyer Regulation (OLR) by Assistant Litigation Counsel
Jonathan E. Hendrix, and alleges as follows:

1. The OLR was established by the Wisconsin Supreme
Court and operates pursuant to Supreme Court Rules. This
Complaint is filed pursuant to SCR 22.11.

2. Respondent Erika Anita Cannaday (Cannaday) is an
attorney admitted to the State Bar of Wisconsin on
September 19, 2005. Cannaday's address on file with the
State Bar of Wisconsin is Cannaday Law Office LLC, P.O.
Box 343, Oconomowoc, Wisconsin 53066-0343.

3. Since November 20, 2013, Cannaday's Wisconsin
law license has been suspended for her non-cooperation
with OLR in the Miller (2012MA2387), Neal (2013MA173), and
Bray (2013MA508) Matters, discussed below. In re OLR

Investigations of Cannaday, Wis. Sup. Ct. Case No. 13-XX-1207-D.

4. Since June 3, 2014, Cannaday's Wisconsin law license has been administratively suspended for failing to comply with mandatory continuing legal education requirements.

**Miller Matter (OLR Matter No. 2012MA2387)
(Counts 1-5)**

5. On December 12, 2011, Deborah L. Miller ("Miller") filed a pro se petition for divorce. *Miller v. Miller*, Fond du Lac County Case No. 01-FA-521.

6. On or about January 4, 2012, Miller hired Cannaday to represent her in the divorce action. Miller paid Cannaday a \$1,500 advanced fee, which Cannaday deposited in her business account.

7. During the next few months, Cannaday corresponded and met with Miller regarding the divorce.

8. From mid-May of 2012 through mid-September of 2012, Cannaday did not respond to Miller's numerous telephone calls or email messages.

9. On July 23, 2012, Judge Robert J. Wirtz scheduled a hearing for September 19, 2012 in the Miller

divorce case. Cannaday did not inform Miller of this hearing.

10. On August 31, 2012, Judge Wirtz also scheduled a motion hearing for September 19, 2012. Cannaday did not inform Miller of this hearing.

11. In the first half of September 2012, Miller sent Cannaday emails asking about the scheduled hearing. Cannaday did not immediately respond.

12. On September 19, 2012, Cannaday faxed an adjournment request to Judge Wirtz for that afternoon's hearing. She also responded to Miller's emails.

13. In late September or early October of 2012, Miller hired a new attorney to represent her due to Cannaday's failure to take any meaningful action in her divorce case.

14. On October 9, 2012, Miller requested Cannaday refund her fees.

15. On October 31, 2012, Cannaday withdrew as Miller's attorney in the divorce case. Cannaday never provided Miller with monthly billing statements, or an accounting after the representation had ended.

16. On December 5, 2012, Miller filed a grievance against Cannaday with OLR.

17. On April 15, 2013, OLR wrote to Cannaday, requiring a written response to Miller's grievance by May 8, 2013. Cannaday did not respond.

18. In May and June of 2013, OLR sent a follow-up letter to Cannaday, and ultimately personally served her with a letter asking for a response to Miller's grievance.

19. On July 2, 2013, Cannaday wrote to OLR that she was seeking health treatment, and would be unable to respond to OLR's requests for at least three weeks.

20. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Miller's grievance.

21. On November 20, 2013, the Supreme Court of Wisconsin temporarily suspended Cannaday's license for her noncooperation in the Miller and other matters. *In re OLR Investigations of Cannaday*, Wis. Sup. Ct. Case No. 13-XX-1207-D.

COUNT ONE

22. By failing to take any meaningful action in the divorce proceeding, and by otherwise failing to further of

Miller's interests in the case, Cannaday violated SCR 20:1.3.¹

COUNT TWO

23. By failing to keep Miller reasonably informed of the divorce proceeding's status, by failing to relay information to Miller as to scheduled hearings, and by failing to respond to Miller's email messages and telephone calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).²

COUNT THREE

24. By depositing Miller's \$1,500 advanced fee into her business account without complying with the alternative fee protection provisions of SCR 20:1.15(b)(4m)b upon termination of the representation, Cannaday violated SCR 20:1.15(b)(4).³

¹ SCR 20:1.3 provides: "A lawyer shall act with reasonable diligence and promptness in representing a client."

² SCR 20:1.4(a)(3) and (4) provide: "A lawyer shall... (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests by the client for information..."

³ SCR 20:1.15(b)(4) provides: "Except as provided in par. (4m), unearned fees and advanced payments of fees shall be held in trust until earned by the lawyer, and withdrawn pursuant to sub. (g)..."

COUNT FOUR

25. Upon the termination of her representation, by failing to refund any unearned advanced fees to Miller, Cannaday violated SCR 20:1.16(d).⁴

COUNT FIVE

26. By failing to provide a written response to OLR concerning Miller's grievance, even after receiving a follow-up investigative correspondence, being personally served, and the Wisconsin Supreme Court temporarily suspending her Wisconsin law license, Cannaday violated SCR 22.03(2) and (6), enforced via 20:8.4(h).⁵

⁴ SCR 20:1.16(d) provides:

Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.

⁵ SCR 22.03(2) and (6) and SCR 20:8.4(h) provide:

(2) Upon commencing an investigation, the director shall notify the respondent of the matter being investigated unless in the opinion of the director the investigation of the matter requires otherwise. The respondent shall fully and fairly disclose all facts and circumstances pertaining to the alleged misconduct within 20 days after being served by ordinary mail a request for a written response. The director may allow additional time to respond. Following receipt of the response, the director may conduct further investigation and may compel the respondent to answer

Neal Matter (OLR Matter No. 2013MA173)
(Counts 6-8)

27. In or around November 2011, Jeremy Neal ("Neal") hired Cannaday to represent him for a bankruptcy.

28. On May 21, 2012, Cannaday filed a Chapter 7 bankruptcy petition for Neal. *In re Neal*, Case No. 12-27824 (Bankr. E.D. Wis.).

29. Bankruptcy law requires most Chapter 7 petitioners to take a financial management course, and to file a certificate of completion with the bankruptcy court.

30. On August 22, 2012, Neal completed a financial management course. He sent his certificate to Cannaday. She did not file it with the court.

31. On October 10, 2012, the bankruptcy court closed Neal's bankruptcy case without a discharge, due to Cannaday's failure to file the certificate.

questions, furnish documents, and present any information deemed relevant to the investigation.

(6) In the course of the investigation, the respondent's willful failure to provide relevant information, to answer questions fully, or to furnish documents and the respondent's misrepresentation in a disclosure are misconduct, regardless of the merits of the matters asserted in the grievance. SCR 20:8.4(h) It is professional misconduct for a lawyer to fail to cooperate in the investigation of a grievance filed with the office of lawyer regulation as required by... SCR 22.03(2), SCR 22.03(6)...

32. On October 22, 2012, Cannaday wrote an email to Neal admitting that she had failed to file the certificate, and told him she would move to reopen his bankruptcy case. Cannaday never moved to reopen Neal's bankruptcy case.

33. Over the next few months, Cannaday did not respond to Neal's calls or emails.

34. On January 4, 2013, Neal went to Cannaday's office. After he did not find her there, he wrote her a letter asking for information. Cannaday did not respond.

35. On January 10, 2013, Neal wrote to the bankruptcy court asking to reopen his case, enclosing his financial management course certificate.

36. On January 29, 2013, Neal filed a grievance with OLR against Cannaday.

37. On March 21, 2013, Judge Margaret Dee McGarity granted Neal a discharge in his bankruptcy case.

38. On April 15, 2013, OLR wrote to Cannaday, requiring a written response to Neal's grievance by May 8, 2013. Cannaday did not respond.

39. In May and June of 2013, OLR sent a follow-up letter to Cannaday, and ultimately personally served her with a letter asking for a response to Neal's grievance.

40. On July 2, 2013, Cannaday wrote to OLR that she was seeking health treatment, and would be unable to respond to OLR's requests for at least three weeks.

41. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Neal's grievance.

42. On November 20, 2013, the Supreme Court of Wisconsin temporarily suspended Cannaday's license for noncooperation in the Neal and other matters. *In re OLR Investigations of Cannaday*, Wis. Sup. Ct. Case No. 13-XX-1207-D.

COUNT SIX

43. By failing to file the certificate of financial management, resulting in closure of Neal's bankruptcy case without a discharge, by failing to file a motion to reopen the bankruptcy case, and by otherwise failing to further Neal's interests in the bankruptcy proceeding, Cannaday violated SCR 20:1.3.

COUNT SEVEN

44. By failing to keep Neal reasonably informed regarding the status of the bankruptcy proceeding, and by failing to respond to Neal's emails, letters and telephone

calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT EIGHT

45. By failing to provide a written response to OLR concerning Neal's grievance, even after receiving follow-up correspondence from OLR, being personally served, and the Wisconsin Supreme Court temporarily suspending her Wisconsin law license, Cannaday violated SCR 22.03(2) and (6), enforced via 20:8.4(h).

Bray Matter (OLR Matter No. 2012MA508)
(Counts 9-15)

46. On or around May 1, 2012, James Bray ("Bray") hired Cannaday to represent him in a child placement dispute in *Bray v. Bray*, Waukesha County Case No. 06-FA-1645.

47. On May 1, 2012, Bray signed a written fee agreement and paid Cannaday an advanced fee of \$1,500. Cannaday agreed to send Bray a written accounting of her hours on his case each month, and a final accounting when her representation was complete. Cannaday deposited Bray's fee in her business account.

48. On May 15, 2012, Cannaday filed a Motion to Modify Placement and Child Support in the Bray case.

49. Cannaday did not send Bray monthly written accountings or forward pertinent correspondence from his child's Guardian ad Litem to him.

50. Cannaday failed to respond to Bray's numerous telephone calls and emails.

51. On January 31, 2013, Cannaday faxed an adjournment request to the court at 12:15 a.m. for a hearing later that day. Cannaday failed to appear at the hearing.

52. At that hearing on January 31, 2013, Judge Linda M. Van De Water ordered Cannaday to pay attorneys' fees within 30 days to the attorneys present at the hearing. Cannaday never paid.

53. Cannaday took no further meaningful action in representing Bray, and never sent Bray a final accounting, or refunded any unearned portion of her fees.

54. On March 18, 2013, Bray filed a grievance with OLR against Cannaday.

55. On April 15, 2013, OLR wrote to Cannaday, requiring a written response to Bray's grievance by May 8, 2013. Cannaday did not respond.

56. In May and June of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Bray's grievance.

57. On July 2, 2013, Cannaday wrote to OLR that she was seeking health treatment, and would be unable to respond to OLR's requests for at least three weeks.

58. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Bray's grievance.

59. On November 20, 2013, the Supreme Court of Wisconsin temporarily suspended Cannaday's license for noncooperation in the Bray and other matters. *In re OLR Investigations of Cannaday*, Wis. Sup. Ct. Case No. 13-XX-1207-D.

COUNT NINE

60. By failing to appear at the January 31, 2013 status conference, and thereafter failing to further Bray's interests in the child placement matter, Cannaday violated SCR 20:1.3.

COUNT TEN

61. By failing to keep Bray reasonably informed regarding the status of the case, and by failing to

respond to Bray's emails and telephone calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT ELEVEN

62. Having received \$1,500 to represent Bray in the child placement matter, and then not appearing at the January 31, 2013 status conference, or furthering Bray's interests afterwards, Cannaday violated SCR 20:1.5(a).⁶

COUNT TWELVE

63. By depositing Bray's \$1,500 advanced fee into her business account without complying with the alternative fee protection provisions of SCR 20:1.15(b)(4m)b upon termination of the representation, Cannaday violated SCR 20:1.15(b)(4).

COUNT THIRTEEN

64. Upon the termination of her representation of Bray, by failing to refund any unearned advanced fees to Bray, Cannaday violated SCR 20:1.16(d).

COUNT FOURTEEN

65. By failing to comply with Judge Van De Water's Order that she pay attorneys' fees to the other attorneys

⁶ SCR 20:1.5(a) provides: "A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses."

in the Bray case within 30 days, Cannaday violated SCR 20:3.4(c).⁷

COUNT FIFTEEN

66. By failing to provide a written response to OLR concerning Bray's grievance, even after receiving follow-up correspondence from OLR, being personally served, and the Wisconsin Supreme Court temporarily suspending her Wisconsin law license, Cannaday violated SCR 22.03(2) and (6) as enforced via 20:8.4(h)

Cook Matter (OLR Matter No. 2013MA840)
(Counts 16-12)

67. On or about August 4, 2011, Linda Cook ("Cook") hired Cannaday to represent her in a landlord/tenant dispute.

68. On August 4, 2011, Cook signed a fee agreement and paid Cannaday \$500. Cannaday agreed to send Cook a written accounting of her hours on her case each month, and a final accounting when her representation was complete. Cannaday deposited Cook's fee in her business account.

⁷ SCR 20:3.4(c) provides: "A lawyer shall not...(c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists..."

69. Cannaday took no meaningful action on Cook's behalf, failed to communicate with Cook during the representation and did not respond to Cook's telephone calls or emails requesting information.

70. Cannaday never sent Cook any accountings or refund any unearned fees.

71. On May 3, 2013, Cook filed a grievance with OLR against Cannaday.

72. On June 20, 2013, OLR wrote to Cannaday, requiring a written response to Cook's grievance by July 15, 2013. Cannaday did not respond.

73. On July 2, 2013, Cannaday wrote to OLR that she was seeking health treatment, and would be unable to respond to OLR's requests for at least three weeks.

74. In August and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Cook's grievance.

75. On September 13, 2013, Cook obtained a small claims default judgment of \$666.50 against Cannaday for failure to perform legal work. *Cook et al. v. Cannaday*, Waukesha County Case No. 13-SC-2144.

76. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Cook's grievance.

COUNT SIXTEEN

77. By failing to perform any legal work in Cook's matter, and by otherwise failing to further Cook's interests in the matter, Cannaday violated SCR 20:1.3.

COUNT SEVENTEEN

78. By failing to keep Cook reasonably informed regarding the status of the case, and by failing to respond to Cook's emails and telephone calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT EIGHTEEN

79. Having received \$500 to represent Cook in the matter and then not performing any legal work, and by otherwise failing to further Cook's interests, Cannaday violated SCR 20:1.5(a).

COUNT NINETEEN

80. By depositing Cook's \$500 advanced fee into her business account without complying with the alternative fee protection provisions of SCR 20:1.15(b)(4m)b upon the effective termination of the representation, Cannaday violated SCR 20:1.15(b)(4).

COUNT TWENTY

81. Upon the effective termination of her representation of Cook, by failing to refund any unearned advanced fees to Cook, Cannaday violated SCR 20:1.16(d).

COUNT TWENTY-ONE

82. By failing to provide a written response to OLR concerning Cook's grievance, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6), enforced via 20:8.4(h).

Wentzel Matter (OLR Matter No. 2013MA868)
(Counts 22-26)

83. On or about July 26, 2012, Theodore Wentzel ("Wentzel") hired Cannaday to represent him in a divorce proceeding. *Wentzel v. Wentzel*, Waukesha County Case No. 12-FA-894.

84. On July 26, 2012, Wentzel paid Cannaday a \$1,500 advanced fee. Wentzel never signed a written fee agreement. Cannaday did not deposit Wentzel's fee into her trust account.

85. Cannaday corresponded with the court and other parties in the divorce, and appeared at a pre-trial conference.

86. On January 7, 2013, Wentzel emailed Cannaday that he was going to proceed *pro se*, and asked her for an itemized bill and any unused portion of his \$1,500. Cannaday did not respond.

87. On February 5, 2013, Wentzel sent a follow up email to Cannaday. She responded that day, indicating that she had prepared a Stipulation and Order for Withdrawal. Cannaday also wrote that she would send Wentzel a final billing statement and refund within 30 days.

88. Wentzel sent Cannaday further emails in March of 2013, and also tried to call her. Cannaday never responded.

89. On May 7, 2013, Wentzel filed a grievance with OLR against Cannaday.

90. On June 13, 2013, OLR wrote to Cannaday, requiring a written response to Wentzel's grievance by July 8, 2013. Cannaday did not respond.

91. On July 2, 2013, Cannaday wrote to OLR that she was seeking health treatment, and would be unable to respond to OLR's requests for at least three weeks.

92. In August and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served

her with a letter asking for a response to Wentzel's grievance.

93. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Wentzel's grievance.

COUNT TWENTY-TWO

94. By failing to have a written fee agreement for her representation of Wentzel in the divorce proceeding, Cannaday violated SCR 20:1.5(b) (1) and (2).⁸

COUNT TWENTY-THREE

95. By failing to respond to Wentzel's emails and telephone calls requesting information regarding a final billing statement and refund, Cannaday violated SCR 20:1.4(a) (4).

⁸ SCR 20:1.5(b) (1) and (2) provide:

(1) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate as in the past. If it is reasonably foreseeable that the total cost of representation to the client, including attorney's fees, will be \$1000 or less, the communication may be oral or in writing. Any changes in the basis or rate of the fee or expenses shall also be communicated in writing to the client.

(2) If the total cost of representation to the client, including attorney's fees, is more than \$1000, the purpose and effect of any retainer or advance fee that is paid to the lawyer shall be communicated in writing.

COUNT TWENTY-FOUR

96. By not depositing Wentzel's \$1,500 advanced fee into her client trust account, and with no evidence of an intent to utilize the alternative fee protection provisions of SCR 20:1.15(b)(4m), Cannaday violated SCR 20:1.15(b)(4).

COUNT TWENTY-FIVE

97. Upon the termination of her representation of Wentzel, by failing to refund the unearned advanced fees to Wentzel, Cannaday violated SCR 20:1.16(d).

COUNT TWENTY-SIX

98. By failing to provide a written response to the grievance, even after receiving follow-up investigative letters from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6), as enforced via 20:8.4(h).

Oberlin Matter (OLR Matter No. 2013MA873)
(Counts 27-33)

99. On May 15, 2012, Karl Oberlin ("Oberlin") hired Cannaday to represent him in post-judgment divorce proceedings in *Oberlin v. Oberlin*, Waukesha County Case No. 09-FA-1280.

100. Oberlin and Cannaday signed a written fee agreement. Oberlin paid \$750 in advanced fees to

Cannaday. Cannaday agreed to send Oberlin a written accounting of her hours on his case each month, and a final accounting when her representation was complete. Cannaday deposited Oberlin's fee in her business account.

101. On January 15, 2013, Judge Linda Van De Water held a hearing in the Oberlin case. Cannaday was to draft an order for the court's review following the hearing. Cannaday never did so.

102. Also at the January 15, 2013 hearing, the opposing attorney gave Cannaday \$1,500 in cash, \$1,000 of which was to satisfy a judgment lien of \$987 on the Oberlins' house. Cannaday never paid the judgment creditor.

103. On March 13, 2013, Oberlin met Cannaday at her office to discuss the case. Cannaday promised to send Oberlin an updated billing statement within the next few days. Cannaday has not communicated with Oberlin since their March 13, 2013 meeting.

104. In April of 2013, Oberlin sent Cannaday several emails and tried calling her several times. Cannaday never responded.

105. On May 7, 2013, Oberlin filed a grievance with OLR against Cannaday.

106. On June 13, 2013, OLR wrote to Cannaday, requiring a written response to Oberlin's grievance by July 8, 2013. Cannaday did not respond.

107. On July 2, 2013, Cannaday wrote to OLR that she was seeking health treatment, and would be unable to respond to OLR's requests for at least three weeks.

108. In August and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Oberlin's grievance.

109. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Oberlin's grievance.

110. In August of 2014, the Wisconsin Lawyers' Fund for Client Protection paid \$1,000 to Oberlin as reimbursement of the money given to Cannaday for his benefit.

COUNT TWENTY-SEVEN

111. By failing to draft and submit an order for the court's review from the January 15, 2013 motion hearing, by failing to satisfy the judgment lien with funds she held in trust, and by otherwise failing to further

Oberlin's interests in the divorce proceeding, Cannaday violated SCR 20:1.3.

COUNT TWENTY-EIGHT

112. By failing to respond to Oberlin's emails and telephone calls requesting information regarding the case, Cannaday violated SCR 20:1.4(a)(4).

COUNT TWENTY-NINE

113. By failing to deliver funds held in trust to satisfy the judgment lien, Cannaday violated SCR 20:1.15(d)(1).⁹

COUNT THIRTY

114. Having received \$1,000 to satisfy a judgment lien, and thereafter by failing to pay the judgment lien or surrender the \$1,000 in funds held in trust, Cannaday violated SCR 20:8.4(c).¹⁰

⁹ SCR 20:1.15(d)(1) provides:

Upon receiving funds or other property in which a client has an interest, or in which the lawyer has received notice that a 3rd party has an interest identified by a lien, court order, judgment, or contract, the lawyer shall promptly notify the client or 3rd party in writing. Except as stated in this rule or otherwise permitted by law or by agreement with the client, the lawyer shall promptly deliver to the client or 3rd party any funds or other property that the client or 3rd party is entitled to receive.

¹⁰ SCR 20:8.4(c) provides: "It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation."

COUNT THIRTY-ONE

115. Upon the termination of her representation of Oberlin, and having failed to satisfy the judgment lien with funds she held in trust, and thereafter by failing to surrender funds in trust, Cannaday violated SCR 20:1.16(d).

COUNT THIRTY-TWO

116. By depositing Oberlin's \$750 advanced fee into her business account without complying with the alternative fee protection provisions of SCR 20:1.15(b)(4m)b upon termination of the representation, Cannaday violated SCR 20:1.15(b)(4).

COUNT THIRTY-THREE

117. By failing to provide a written response to the grievance, even after receiving follow-up investigative correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6), enforced via 20:8.4(h).

Lacey Matter (OLR Matter No. 2013MA937)
(Counts 34-39)

118. In or around March of 2013, Eric Lacey ("Lacey") hired Cannaday to represent him in a child placement matter in *Lacey v. Lacey*, Waukesha County Case No. 08-FA-

951, and advise him regarding a pending foreclosure action. Lacey paid Cannaday \$1,500 as an advance fee, which Cannaday did not deposit into her trust account.

119. Cannaday did no substantive work on Lacey's child placement or foreclosure matters.

120. In April and May of 2013, Lacey called Cannaday several times and sent her several emails seeking information about his case and the foreclosure. Cannaday did not respond.

121. Cannaday never sent Lacey a final written accounting or billing statement, and did not refund any unearned fees.

122. On May 17, 2013, Lacey filed a grievance with OLR against Cannaday.

123. On July 24, 2013, OLR wrote to Cannaday, requiring a written response to Lacey's grievance by August 16, 2013. Cannaday did not respond.

124. In August and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Lacey's grievance.

125. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Lacey's grievance.

COUNT THIRTY-FOUR

126. By failing to perform any meaningful legal work in Lacey's child placement matter, and by otherwise failing to further Lacey's interests in the matter, Cannaday violated SCR 20:1.3.

COUNT THIRTY-FIVE

127. By failing to keep Lacey reasonably informed regarding the status of the child placement matter, and by failing to respond to Lacey's emails and telephone calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT THIRTY-SIX

128. Having received \$1,500 to represent Lacey in the child placement matter, and not performing any meaningful legal work or acts furthering Lacey's interests, Cannaday violated SCR 20:1.5(a).

COUNT THIRTY-SEVEN

129. By not depositing Lacey's \$1,500 advanced fee into her client trust account, and with no evidence of an intent to utilize the alternative fee protection

provisions of SCR 20:1.15(b)(4m), Cannaday violated SCR 20:1.15(b)(4).

COUNT THIRTY-EIGHT

130. Upon the effective termination of her representation of Lacey, by failing to refund any unearned advanced fees to Lacey, Cannaday violated SCR 20:1.16(d).

COUNT THIRTY-NINE

131. By failing to provide a written response to the grievance, even after receiving a follow-up letter and being personally served, Cannaday violated SCR 22.03(2) and (6) as enforced via 20:8.4(h).

Buchanan Matter (OLR Matter No. 2013MA951)
(Counts 40-42)

132. In or about February 2013, Lori Buchanan ("Buchanan") hired Cannaday to represent her in a paternity case, *State v. Joslin*, Waukesha County Case No. 12-FA-1848.

133. Buchanan signed a written fee agreement and paid Cannaday a \$1,500 advanced fee.

134. Beginning in late April of 2013, Buchanan emailed and called Cannaday several times to get information about her case, but Cannaday did not respond.

135. On April 30, 2013, Cannaday did not appear at a hearing in the *Joslin* case. On information and belief, Cannaday took no further action on Buchanan's behalf.

136. On May 21, 2013, Buchanan filed a grievance with OLR against Cannaday.

137. On May 29, 2013, Judge Ralph M. Ramirez closed the *Joslin* case after the parties stipulated.

138. In June of 2013, Cannaday informed Buchanan that the case was closed and that she no longer represented her.

139. On July 23, 2013, OLR wrote to Cannaday, requiring a written response to Buchanan's grievance by August 15, 2013. Cannaday did not respond.

140. In August and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Buchanan's grievance.

141. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Buchanan's grievance.

COUNT FORTY

142. By failing to appear for the April 30, 2013 court hearing, and by otherwise failing to further

Buchanan's interests in the case, Cannaday violated SCR 20:1.3.

COUNT FORTY-ONE

143. By failing to keep Buchanan reasonably informed regarding the status of the case, and by failing to respond to Buchanan's email messages and telephone calls requesting information, Cannaday violated SCR 20:1.4(a) (3) and (4).

COUNT FORTY-TWO

144. By failing to provide a written response to the grievance, even after receiving a follow-up letter and being personally served, Cannaday violated SCR 22.03(2) and (6), enforced via 20:8.4(h).

Langenfeld Matter (OLR Matter No. 13MA1206)
(Counts 43-45)

145. In November of 2012, Nicholas Langenfeld ("Langenfeld") hired Cannaday to represent him in a divorce matter, *Langenfeld v. Davidson*, Milwaukee County Case No. 12-FA-7240. Langenfeld paid Cannaday a \$2,000 advanced fee.

146. In May through July of 2013, Langenfeld sent Cannaday several emails and left her voicemails to which she did not respond.

147. On July 1, 2013, Langenfeld received an auto-reply from Cannaday to one of his emails, promising a mailed letter if the email sender had a pending or ongoing matter. Cannaday never sent Langenfeld a letter regarding his pending divorce.

148. On July 1, 2013, Langenfeld filed a grievance with OLR against Cannaday.

149. On July 10, 2013, Cannaday asked the court for an adjournment of a hearing in Langenfeld's case due to a "leave of absence."

150. In late July or early August of 2013, Langenfeld hired new counsel to represent him in the divorce proceedings.

151. On August 16, 2013, OLR wrote to Cannaday, requiring a written response to Langenfeld's grievance by September 9, 2013. Cannaday did not respond.

152. In September and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Langenfeld's grievance.

153. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Langenfeld's grievance.

COUNT FORTY-THREE

154. By failing to act in furtherance of Langenfeld's interests in the divorce proceeding, Cannaday violated SCR 20:1.3.

COUNT FORTY-FOUR

155. By failing to keep Langenfeld reasonably informed regarding the status of the divorce proceeding, and by failing to respond to Langenfeld's emails and telephone calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT FORTY-FIVE

156. By failing to provide a written response to OLR concerning Langenfeld's grievance, which was due on or before September 9, 2013, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6) as enforced via 20:8.4(h).

Schumacher Matter (OLR Matter No. 13MA1333)
(Counts 46-50)

157. In or around December of 2012, Kim Schumacher ("Schumacher") hired Cannaday to represent her in a grandparent visitation rights action.

158. In December of 2012, Schumacher signed a fee agreement whereby she would pay Cannaday a \$1,000 in fees, and Cannaday would put advanced fees in her business account. Cannaday agreed to send Schumacher monthly accountings of her work, and to refund any unearned fees.

159. Schumacher paid \$100 upon signing the agreement, and agreed to make \$50 monthly payments towards Cannaday's fees.

160. On April 4, 2013, Cannaday filed a Summons and Petition for grandparent visitation. *Schumacher v. Schumacher*, Waukesha County Case No. 13-FA-490.

161. Cannaday failed to serve the summons and petition on the other parties by the statutory deadlines, despite obtaining an extension from the judge to do so.

162. Cannaday did not respond to Schumacher's telephone calls and emails, and did not otherwise keep Schumacher informed about her case.

163. Schumacher went to Cannaday's office, but Cannaday would not answer the door, although Schumacher could see Cannaday working inside.

164. On July 18, 2013, Schumacher filed a grievance with OLR against Cannaday.

165. On November 11, 2013, Cannaday sent the court a letter requesting to withdraw. At a previously scheduled pre-trial conference that day, the judge dismissed the visitation action for lack of service.

166. Cannaday never sent Schumacher monthly or final accountings and did not refund any unearned fees.

167. On August 29, 2013, OLR wrote to Cannaday, requiring a written response to Schumacher's grievance by September 23, 2013. Cannaday did not respond.

168. In September and October of 2013, OLR sent a follow-up letter to Cannaday, and then personally served her with a letter asking for a response to Schumacher's grievance.

169. In late October of 2013, Cannaday sent OLR another update on her health. Cannaday never provided any substantive response to Schumacher's grievance.

COUNT FORTY-SIX

170. By failing to serve the summons and petition in a timely manner, and by otherwise failing to act in furtherance of Schumacher's interests in the proceeding, Cannaday violated SCR 20:1.3.

COUNT FORTY-SEVEN

171. By failing to keep Schumacher reasonably informed regarding the status of the proceeding, and by failing to respond to Schumacher's emails and telephone calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT FORTY-EIGHT

172. By not depositing Schumacher's initial \$100 advanced fee payment into her trust account, and by depositing it into her business account without complying with the alternative fee protection provisions of SCR 20:1.15(b)(4m)b upon termination of the representation, Cannaday violated SCR 20:1.15(b)(4).

COUNT FORTY-NINE

173. Having received advanced fee payments in contemplation of commencing a proceeding for grandparent visitation rights on behalf of Schumacher, and thereafter failing to serve the summons and petition, leading to the

dismissal of the proceeding and rendering a portion of the advanced fee unearned, and subsequently failing to refund any portion of the advanced fee to Schmacher, Cannaday violated SCR 20:1.16(d).

COUNT FIFTY

174. By failing to provide a written response to OLR concerning Schumacher's grievance, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6) as enforced via 20:8.4(h).

Koehn Matter (OLR Matter No. 13MA1399)
(Counts 51-55)

175. On or around April 17, 2013, Heather Koehn ("Koehn") hired Cannaday to represent her in a divorce matter, Koehn v. Raggio, Milwaukee County Case No. 13-FA-1371.

176. On April 17, 2013, Koehn and Cannaday signed a fee agreement. Cannaday agreed to put any advanced fees in her business account. Cannaday agreed to send Koehn monthly accountings of her work, and to refund any unearned fees. Koehn paid Cannaday \$1,000 in advanced fees.

177. On May 22, 2013, Cannaday filed a Notice of Appearance in Koehn's divorce case.

178. In June of 2013, Koehn called Cannaday several times, but was unable to reach her.

179. In late June 2013, Koehn called Cannaday's office and heard a voicemail recording indicating that Cannaday would be taking a leave of absence and may not return until late August. The voicemail indicated that Cannaday would be sending letters to clients with active and pending cases. Cannaday never sent Koehn a letter about her case.

180. On July 30, 2013, Koehn filed a grievance with OLR against Cannaday.

181. In early August of 2013, Cannaday contacted Koehn about her case, and stated that she planned to talk to Koehn on Monday, August 5, 2013. Koehn responded several times to Cannaday's email, agreeing to the conversation and providing additional contact information.

182. On August 5, 2013, Koehn tried calling Cannaday but only reached her voicemail. Cannaday did not contact Koehn on August 5, 2013.

183. On August 5, 2013, Cannaday contacted the court in Koehn's case requested an adjournment of an August 15,

2013 pretrial conference. Cannaday never informed Koehn of this adjournment.

184. On August 6, 2013, Koehn sent Cannaday an email asking her to stop working on Koehn's case.

185. In late August of 2013, Koehn hired new counsel for the divorce.

186. Cannaday never sent Koehn any monthly or final accountings, and did not refund any unearned fees.

187. On September 18, 2013, OLR wrote to Cannaday, requiring a written response to Koehn's grievance by October 11, 2013. Cannaday did not respond.

188. In October 2013, OLR sent a follow-up letter to Cannaday. In late October of 2013, Cannaday sent OLR an update on her health. Cannaday never provided OLR with any substantive response to Koehn's grievance.

189. In November and December of 2013, OLR unsuccessfully attempted to serve Cannaday several times with a letter asking for a response to Koehn's grievance.

COUNTY FIFTY-ONE

190. By failing to take any meaningful action in the divorce proceeding, and by otherwise failing to act in furtherance of Koehn's interests in the case, **Cannaday** violated SCR 20:1.3.

COUNT FIFTY-TWO

191. By failing to keep Koehn reasonably informed regarding the status of the divorce proceeding, and by failing to relay information to Koehn as to scheduled hearings, and by failing to respond to Koehn's communications requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT FIFTY-THREE

192. By not depositing Koehn's \$1,000 advanced fee payment into her trust account, and by depositing it into her business account without complying with the alternative fee protection provisions of SCR 20:1.15(b)(4m)b upon termination of the representation, Cannaday violated SCR 20:1.15(b)(4).

COUNT FIFTY-FOUR

193. Upon the termination of her firm's representation of Koehn, by failing to refund any unearned advanced fees to Koehn, Cannaday violated SCR 20:1.16(d).

COUNT FIFTY-FIVE

194. By failing to provide a written response to OLR concerning Koehn's grievance, even after receiving follow-up correspondence from OLR, Cannaday violated SCR 22.03(2) and (6) as enforced via 20:8.4(h).

Swanson Matter (OLR Matter No. 13MA1715)
(Counts 57-60)

195. In or around April of 2013, Joseph Swanson and Kathryn Swanson ("the Swansons") hired Cannaday in a bankruptcy matter.

196. The Swansons paid Cannaday a \$1,000 advanced fee and a \$281 court filing fee, and Cannaday was to collect an additional \$1,500 through the Chapter 13 plan.

197. On April 18, 2013, Cannaday filed the Swansons' bankruptcy petition. In re Swanson, No. 13-25034 (Bankr. E.D. Wis.).

198. After May of 2013, Cannaday stopped responding to most of the Swansons' inquiries about their bankruptcy.

199. On August 21, 2013, the U.S. Trustee moved to dismiss the Swansons' petition because they had not amended their schedules. Cannaday never responded to this motion.

200. In or around August of 2013, the Swansons hired new counsel to represent them in the bankruptcy. Their new attorney resolved the dismissal motion.

201. On September 13, 2013, Joseph Swanson filed a grievance with OLR against Cannaday.

202. On November 21, 2013, OLR wrote to Cannaday, requiring a written response to the Swansons' grievance by December 16, 2013. Cannaday did not respond.

203. In December of 2013, OLR sent a follow-up investigative letter to Cannaday, and she personally served her on January 15, 2014 with a letter requiring a response to the Swansons' grievance. Cannaday never responded to OLR about Joseph Swanson's grievance.

COUNT FIFTY-SIX

204. By failing to file amended schedules, leading to the Chapter 13 Trustee filing a motion to dismiss, and by failing to file an objection to the motion to dismiss, and by otherwise failing to act in furtherance of the Swansons' interests in the bankruptcy proceeding, Cannaday violated SCR 20:1.3.

COUNT FIFTY-SEVEN

205. By failing to keep Swanson reasonably informed regarding the status of the bankruptcy proceeding, and by failing to respond to Swanson's telephone calls, emails, and letters requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT FIFTY-EIGHT

206. Having received a \$1,000 advanced fee from Swanson to accomplish a Chapter 13 bankruptcy, and thereafter by failing to file amended schedules leading to the Chapter 13 Trustee filing the motion to dismiss the case, Cannaday violated SCR 20:1.5(a).

COUNT FIFTY-NINE

207. Having received an advanced fee payment in contemplation of accomplishing the chapter 13 bankruptcy, and thereafter failing to act in the matter subsequent to the filing of the voluntary petition, leading to the Chapter 13 Trustee filing the motion to dismiss the case and rendering a portion of the advanced fee payment unearned, by failing to refund any portion of the advanced fee to Swanson, Cannaday violated SCR 20:1.16(d).

COUNT SIXTY

208. By failing to provide OLR with a written response to Joseph Swanson's grievance, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6) as enforced via 20:8.4(h).

Houk Matter (OLR Matter No. 13MA2204)
(Counts 61-65)

209. On August 9, 2012, Elizabeth and Matthew Houk ("the Houks") hired Cannaday to perform pre-bankruptcy legal work. Elizabeth Houk paid Cannaday a \$100 advanced fee for this work.

210. On August 21, 2012, Cannaday emailed the Houks that she completed the pre-bankruptcy analysis and sent them a fee agreement to hire Cannaday to represent them in the bankruptcy.

211. The fee agreement required the Houks to pay Cannaday a flat fee of \$1,200 and court filing fees of \$306. The contract stated that Cannaday would start work after receiving an advanced fee of \$250.

212. On October 2, 2012, the Houks delivered financial information to Cannaday, along with a \$250 check from Elizabeth Houk.

213. In January of 2013, Cannaday requested more information from the Houks.

214. On June 12, 2013, Elizabeth Houk informed Cannaday that she was being sued for credit card debt.

215. On or around June 21, 2013, the Houks gave Cannaday more financial information and a \$1,256 check

from Elizabeth Houk. Cannaday did not deposit any of the Houks' checks into her trust account.

216. On June 25, 2013, Elizabeth Houk received an auto-reply from Cannaday to one of her emails, saying that Cannaday was on medical leave and promising a mailed letter if the email sender had a pending or ongoing matter. Cannaday never sent the Houks a letter regarding their representation.

217. In late June and August of 2013, Elizabeth Houk sent Cannaday further emails regarding the planned bankruptcy and the collection lawsuit, but only received auto-replies from Cannaday.

218. On October 22, 2013, Cannaday emailed Elizabeth Houk that once the Houks gave her updated information, she "should be able to have [them] in for a signing and filing within 48 business hours of receipt."

219. On information and belief, on October 23, 2013, the Houks delivered the requested information to Cannaday's office.

220. Cannaday never filed a bankruptcy petition for the Houks.

221. In November of 2013, Elizabeth Houk sent Cannaday several emails inquiring about the bankruptcy,

but received no response. Houk also called Cannaday several times, but Cannaday's voicemail was full.

222. On November 21, 2013, Elizabeth Houk went to Cannaday's office and posted a letter on the door asking her for an update. Cannaday did not respond.

223. On November 22, 2013, the Houks sent a letter to Cannaday discharging her and requesting their file. Cannaday never responded, sent the Houks their file, or refunded any fees.

224. On November 22, 2013, Elizabeth Houk filed a grievance with OLR against Cannaday.

225. On January 3, 2014, the Houks' successor counsel filed a Chapter 7 bankruptcy petition.

226. On January 28, 2014, OLR wrote to Cannaday, requiring a written response to the Houks' grievance by February 20, 2014. Cannaday did not respond.

227. On March 11, 2014 OLR personally served Cannaday with a letter requiring a response to the Houks' grievance within seven days of service. Cannaday never responded to OLR about the Houks' grievance.

228. In August of 2014, the Wisconsin Lawyers' Fund for Client Protection paid \$1,606 to the Houks as reimbursement of their legal fees.

COUNT SIXTY-ONE

229. By failing to file a voluntary petition for a chapter 7 bankruptcy on behalf of the Houks, and by otherwise failing to act in furtherance of the Houks' interests in the case, Cannaday violated SCR 20:1.3.

COUNT SIXTY-TWO

230. By failing to keep the Houks reasonably informed regarding the status of the chapter 7 bankruptcy case, and by failing to respond to Houk's emails and telephone calls requesting information, Cannaday violated SCR 20:1.4(a) (3) and (4).

COUNT SIXTY-THREE

231. Having received in total \$1,300 in advanced fees to represent the Houks in the case, and thereafter by failing to file a voluntary petition for a chapter 7 bankruptcy, and by otherwise failing to act in furtherance of the Houks' interests, Cannaday violated SCR 20:1.5(a).

COUNT SIXTY-FOUR

232. Upon the effective termination of her representation of the Houks, by failing to refund the unearned advanced fees and the advanced costs for the filing fee, and failing to return the case file after

being requested to do so, Cannaday violated SCR 20:1.16(d).

COUNT SIXTY-FIVE

233. By failing to provide a written response to OLR concerning the Houks' grievance, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6), as enforced via 20:8.4(h).

Myers Matter (OLR Matter No. 13MA2290)
(Counts 65-70)

234. On or about September 27, 2012, Helen R. Myers ("Myers") hired Cannaday to represent her in a chapter 7 bankruptcy.

235. On September 27, 2012, Myers and Cannaday signed a fee agreement. The fee agreement required Myers to pay Cannaday a flat fee of \$1,000 and court filing fees of \$306. The contract stated that Cannaday would start work after receiving an advanced fee of \$250.

236. Myers paid Cannaday at least \$1,306 for legal and filing fees.

237. Beginning in June of 2013, Cannaday did not respond to Myers's calls, text messages or emails.

238. On information and belief, Cannaday performed no legal work for Myers. Cannaday never filed a bankruptcy petition for Myers.

239. Cannaday did not refund any unearned fees to Myers or the bankruptcy filing fee.

240. On December 5, 2013, Myers filed a grievance with OLR against Cannaday.

241. On March 3, 2014, OLR wrote to Cannaday, requiring a written response to Myers's grievance by March 26, 2014. Cannaday did not respond.

242. On April 14, 2014 OLR personally served Cannaday with a letter requiring a response to Myers's grievance within seven days of service. Cannaday never responded to OLR about Myers's grievance.

COUNT SIXTY-SIX

243. By failing to perform any legal work in Myers' bankruptcy case, and by otherwise failing to act in furtherance of Myers' interests in the matter, Cannaday violated SCR 20:1.3.

COUNT SIXTY-SEVEN

244. By failing to keep Myers reasonably informed regarding the status of the case, and by failing to respond to Myers' emails, text messages, and telephone

calls requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT SIXTY-EIGHT

245. Having received at least a \$1,000 advanced fee to represent Myers in the matter, and thereafter by failing to perform any meaningful legal work, and by otherwise failing to act in furtherance of Myers' interests, Cannaday violated SCR 20:1.5(a).

COUNT SIXTY-NINE

246. Upon the effective termination of her representation of Myers, by failing to refund to Myers the unearned advanced fee and the advanced costs for the filing fee, Cannaday violated SCR 20:1.16(d).

COUNT SEVENTY

247. By failing to provide a written response to OLR concerning Myers's grievance, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.30(2) and (6), as enforced via 20:8.4(h).

Dekker Matter (OLR Matter No. 14MA209)
(Counts 71-73)

248. In or around February of 2012, Steven and Gertrude Dekker ("the Dekkers") hired Cannaday to represent them in a Chapter 13 bankruptcy.

249. The Dekkers paid Cannaday a \$1,100 advanced fee and \$281 for the filing fee. They agreed that Cannaday would collect another \$1,000 through the Dekkers' Chapter 13 plan.

250. On February 16, 2012, Cannaday filed a Chapter 13 bankruptcy petition for the Dekkers. *In re Dekker*, No. 12-21615 (Bankr. E.D. Wis.).

251. On July 25, 2012, the bankruptcy court approved the Dekkers' Chapter 13 plan.

252. On August 2, 2013, Gertrude Dekker emailed Cannaday asking for assistance, as she believed the Dekkers could not make the Chapter 13 plan payments going forward.

253. On August 5, 2013, Cannaday emailed to Gertrude Dekker that she would "get back to you shortly with some possible solutions." Cannaday never contacted the Dekkers again.

254. In August of 2013, the Dekkers called and sent further emails to Cannaday seeking information. Cannaday did not respond, except for auto-reply messages.

255. In September of 2013, the Dekkers contacted their Chapter 13 Trustee seeking assistance. Ultimately, they worked directly with the Trustee to change their Chapter 13 plan.

256. On January 28, 2014, Steven Dekker filed a grievance with OLR against Cannaday.

257. On March 3, 2014, OLR wrote to Cannaday, requiring a written response to the Dekkers' grievance by March 26, 2014. Cannaday did not respond.

258. On April 14, 2014 OLR personally served Cannaday with a letter requiring a response to the Dekkers' grievance within seven days of service. Cannaday never responded to OLR about the Dekkers' grievance.

COUNT SEVENTY-ONE

259. By failing to act in furtherance of Dekker's interests in the Chapter 13 bankruptcy proceeding, Cannaday violated SCR 20:1.3.

COUNT SEVENTY-TWO

260. By failing to keep Dekker reasonably informed regarding the status of the Chapter 13 bankruptcy

proceeding, and by failing to respond to Dekker's telephone calls and emails requesting information, Cannaday violated SCR 20:1.4(a)(3) and (4).

COUNT SEVENTY-THREE

261. By failing to provide a written response to OLR concerning Myers's grievance, even after receiving follow-up correspondence from OLR and being personally served, Cannaday violated SCR 22.03(2) and (6), as enforced via 20:8.4(h).

Maiya G. Matter (OLR Matter No. 14MA22)
(Counts 74-76)

262. In 2013, Cannaday represented a parent in a termination of parental rights action. *In re Maiya G.*, Waukesha County Case No. 13-TP-10A.

263. On November 20, 2013, the Supreme Court of Wisconsin temporarily suspended Cannaday's law license for noncooperation. *In re OLR Investigations of Cannaday*, Wis. Sup. Ct. Case No. 13-XX-1207-D.

264. In December of 2013, Cannaday filed papers and made appearances in the *Maiya G.* case.

265. On December 20, 2013, Cannaday attempted to appear in court in the *Maiya G.* case.

266. On December 20, 2013, Judge William J. Domina informed OLR of Cannaday's attempted appearance and her other work in the Maiya G. case after her law license suspension.

267. On January 23, 2014, OLR wrote to Cannaday, requiring a written response by February 17, 2014 to OLR's investigation into her practice during suspension. Cannaday did not respond.

268. On March 11, 2014, OLR personally served Cannaday with a letter requiring a response to OLR investigation within seven days of service. Cannaday never responded to OLR about its investigation into her practicing while suspended.

COUNT SEVENTY-FOUR

269. By filing a petition and otherwise engaging in the practice of law in the Maiya G. matter while her Wisconsin law license was suspended, Cannaday violated SCR 22.26(2).¹¹

¹¹ SCR 22.26(2) provides: "An attorney whose license to practice law is suspended or revoked or who is suspended from the practice of law may not engage in this state in the practice of law or in any law work activity customarily done by law students, law clerks, or other paralegal personnel, except that the attorney may engage in law related work in this state for a commercial employer itself not engaged in the practice of law."

COUNT SEVENTY-FIVE

270. By attempting to appear at a hearing in court on December 20, 2013, during a period of time while her license to practice law was suspended, which would have violated SCR 22.26(2) had she been allowed to appear, Cannaday violated SCR 20:8.4(a).¹²

COUNT SEVENTY-SIX

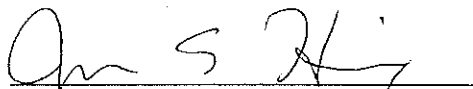
271. By failing to provide a written response to OLR's investigation into her practice while suspended, even after being personally served with follow-up correspondence from OLR, Cannaday violated SCR 22.03(2) and (6), as enforced via 20:8.4(h).

¹² SCR 20:8.4(a) provides: "It is professional misconduct for a lawyer to: (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another."

WHEREFORE, the Office of Lawyer Regulation asks the Wisconsin Supreme Court to find Attorney Erika Anita Cannaday violated Supreme Court Rules as alleged in this Complaint; to revoke Cannaday's license to practice law in Wisconsin; to order Cannaday to pay \$500 in restitution to Linda Cook, \$1,000 to the Wisconsin Lawyers' Fund for Client Protection (Fund) for Oberlin, \$1,606 to the Fund for the Houks, and \$1,306 in restitution to Helen R. Myers; and to grant such other and further relief as may be just and equitable, including an award of costs.

Dated this 15th day of September, 2014.

OFFICE OF LAWYER REGULATION



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