

STATE OF WISCONSIN

IN SUPREME COURT

IN THE MATTER OF DISCIPLINARY
PROCEEDINGS AGAINST TINA M. DAHLE, CASE CODE 30912
ATTORNEY AT LAW.

OFFICE OF LAWYER REGULATION,

CASE NO.

13 AP 1137 D

Complainant;

RECEIVED

TINA M. DAHLE,

MAY 20 2013

Respondent.

CLERK OF SUPREME COURT
OF WISCONSIN

COMPLAINT

NOW COMES the Wisconsin Supreme Court - Office of
Lawyer Regulation (OLR), by its retained counsel, Kim M.
Kluck, and alleges as follows:

1. 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. Attorney Tina M. Dahle (Dahle), was admitted to
practice law in Wisconsin in 2002 (State Bar No. 1040203).
The last address furnished by Dahle to the State Bar of
Wisconsin is Tina M. Dahle SC, 203 South Monroe Avenue,
Green Bay, WI 54301. Upon information and belief, Dahle is
at 2620 St. Anne Drive, Green Bay, Wisconsin 54311.

3. Dahle's Wisconsin law license was temporarily suspended by the Supreme Court of Wisconsin on April 24, 2012 for Dahle's failure to cooperate in OLR grievance investigations. *OLR v. Dahle*, 2012XX191-D. Dahle's Wisconsin law license was suspended on October 31, 2012 for her failure to pay mandatory Bar dues. Dahle's license to practice law in Wisconsin remains suspended.

Regarding Bryant
(Counts 1 - 4)

4. Betty Bryant (Bryant), a landlord, hired Dahle to represent her in a residential eviction and subsequent collection matter against Cedric Cohen (Cohen). *Betty A. Bryant v. Cedric Cohen*, Brown County Case No. 2008SC2989; *Betty A. Bryant v. Cedric Cohen*, Brown County Case No. 2009SC2813.

5. In or about November 2010, Bryant agreed to settle a judgment rendered against Cohen for \$2,000. On November 2, 2010, Dahle received a \$2,000 settlement check and deposited it into her client trust account.

6. In or about November 2010, the attorney at Dahle's office that was handling Bryant's matter, Rachel Simon, called Bryant and informed her that Dahle's office

would be sending her a settlement proceeds check for \$1,600, representing Bryant's proceeds after Dahle's \$400 fee was taken out of the settlement funds.

7. As of May 27, 2011, Bryant had not received the \$1,600 settlement check from Dahle, despite calling Dahle's office for several months after the settlement. On that date, Bryant filed a grievance against Dahle with OLR.

8. On August 11, 2011, Dahle spoke with OLR intake staff via telephone and advised that the check to Bryant would go out in the mail on August 12, 2011.

9. On September 8, 2011, OLR provided Dahle written notice to her address of record, 203 South Monroe Avenue, Green Bay, Wisconsin 55301-4011, of a formal investigation in the Bryant matter and of her duty to cooperate with the investigation. Dahle was informed that her written response to the grievance was to be submitted by September 30, 2011. Dahle failed to respond.

10. On October 5, 2011, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring a postmarked response from her no later than October 14, 2011.

11. Dahle responded to OLR's inquiry in correspondence dated October 14, 2011 which was received by OLR on October 19, 2011. In her response, Dahle stated that after the \$2,000 settlement was received by her office on November 2, 2010, the proceeds to Bryant should have been remitted on or about December 15, 2010 according to the normal collection remittances process. However, due to an impending office move (which occurred between February 1, 2011 and March 30, 2011) the Bryant matter remained in a closed file location at the new facility. It was not until reorganization of the new office that the Bryant matter was located. Dahle further advised that she did not receive or have a record of receiving any telephone calls from Bryant regarding the status of the proceeds. Dahle further stated "I have no good reason as to why our office did not perform better in this circumstance."

12. Bryant received a \$1,600 check from Dahle, dated September 23, 2011, prior to September 23, 2011. Bryant waited until September 23, 2011 to deposit the check.

13. On December 8, 2011, OLR sent a letter to Dahle to her address of record, 203 S. Monroe Avenue, Green Bay,

Wisconsin 55301-4011, requesting an additional written response as to why there was a delay in mailing out the settlement proceeds to Bryant until September 23, 2011 when she had informed OLR that the check would go out in the mail on August 12, 2011. Dahle's response to OLR's December 8th letter was due on December 22, 2011. Dahle failed to respond.

14. On January 3, 2012, OLR sent a follow-up letter to Dahle by certified mail and by first class mail reminding her of her duty to cooperate and requiring a response postmarked no later than January 13, 2012. The letter advised Dahle of her duty to cooperate with the investigation, under SCR 21.15(4), 22.001(9)(b), 22.03 and 22.03(6), and informed Dahle that if she did not respond to the grievance, SCR 22.03(4) authorized the Director to pursue a license suspension based on her failure to cooperate with the investigation. Dahle failed to respond.

15. On January 30, 2012, Dahle was personally served with a letter from OLR dated January 23, 2012, and copies of OLR's previous letters to Dahle dated December 8, 2011 and January 3, 2012. The January 23, 2012 letter stated

that in order to avoid being subject to a motion filed pursuant to SCR 22.03(4), Dahle's written response had to be filed with OLR no later than seven days after being served. Dahle failed to respond.

16. On February 14, 2012, based on Dahle's non-cooperation in this matter and other matters, OLR filed in the Supreme Court of Wisconsin (Court) a *Notice of Motion and Motion Requesting Order to Show Cause* as to why Dahle's license should not be suspended for failing to cooperate with an OLR investigation, pursuant to SCR 22.03(4). On February 15, 2012, the Court issued an order requiring Dahle to show cause, in writing, within 20 days of the date of the order why OLR's motion should not be granted and her license to practice law in Wisconsin should not be temporarily suspended. Dahle failed to respond to the Court's order.

17. On April 24, 2012, the Court issued an order granting OLR's motion and temporarily suspending Dahle's license to practice law until further order of the court.

18. As of the date of the filing of this Complaint, Dahle has not responded to OLR's request for additional information in the Bryant matter.

COUNT ONE

19. Dahle failed to keep Bryant reasonably informed regarding the status of the settlement funds and failed to promptly comply with Bryant's reasonable requests for information regarding the settlement funds, **in violation of SCR 20:1.4(a)(3) and (4)**¹.

COUNT TWO

20. Dahle failed to deliver the settlement funds to Bryant for over ten months, **in violation of SCR 20:1.15(d)(1)**².

COUNT THREE

21. By representing to OLR on August 11, 2011 that she would be sending the proceeds check to Bryant on August 12, 2011, but then subsequently sending a settlement check

¹ SCR 20:1.4(a)(3) and (4) provide: "A lawyer shall keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests by the client for information."

² 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."

dated September 23, 2011 more than a month later, **Dahle violated SCR 20:8.4(c)**³.

COUNT FOUR

22. Dahle failed to provide OLR with a written response to OLR's December 8, 2011 letter requesting additional information, in violation of **SCR 22.03(6)**⁴, enforced via **SCR 20:8.4(h)**⁵.

Regarding Taylor (Counts 5 - 7)

23. Josh Taylor (Taylor), President of TTR Shipping Company (TTR), hired Dahle to represent TTR in a collection matter in *TTR Shipping, Inc. v. Advantage Office Solutions, Inc.*, Brown County Case No. 2010CV2681. The defendant counterclaimed.

24. Taylor paid Dahle a \$815 advanced fee per their fee agreement. The fee agreement provided that Taylor would pay Dahle 33.33% of any amounts recovered from

³ **SCR 20:8.4(c)** provides: "It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation."

⁴ **SCR 22.03(6)** provides: "In the course of the investigation, the respondent's wilful 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."

⁵ **SCR 20:8.4(h)** provides: "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 21.15(4), SCR 22.001(9)(b), SCR 22.03(2), SCR 22.03(6), or SCR 22.04(1)."

defendant and that defending any counter-complaints would be billed to the client at \$150 per hour.

25. On June 28, 2011, there was a court trial in *TTR Shipping, Inc. v. Advantage Office Solutions Inc.*

26. On July 21, 2011, the court rendered its findings of fact, conclusions of law, order, and judgment in favor of TTR Shipping, Inc., in the amount of \$7,999.23. Full satisfaction of the judgment occurred on September 8, 2011.

27. On November 8, 2011, Dahle advised Taylor in a telephone conversation that she had received the funds from the judgment and that she was going to send him the funds. After that date, Taylor called Dahle's office several more times and sent Dahle emails but Dahle failed to respond. The last time Taylor called Dahle's office telephone number, he received a message that the phone number was suspended.

28. On January 25, 2012, Taylor filed a grievance against Dahle with OLR, alleging that Dahle did not provide him with the funds from the judgment.

29. On February 23, 2012, OLR provided Dahle with written notice of the formal investigation and of her duty

to cooperate. Dahle was informed that her written response to the grievance was to be submitted on or before March 16, 2012. Dahle failed to respond.

30. On March 23, 2012, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring her to postmark her response no later than April 2, 2012. The letter also informed Dahle that if she did not respond to the grievance, SCR 22.03(4) authorized the Director to pursue a license suspension based on her failure to cooperate with the investigation. The return receipt for the letter sent by certified mail was returned to OLR on April 17, 2012 as unclaimed and unable to forward. The letter sent via first class mail was not returned to OLR. Dahle failed to respond.

31. On April 13, 2012, Dahle was personally served with a cover letter from OLR dated April 12, 2012, and copies of OLR's previous letters to Dahle dated February 23, 2012 and March 23, 2012. OLR's cover letter stated that in order to avoid being subject to a motion filed pursuant to SCR 22.03(4), Dahle's written response had to

be filed with OLR no later than seven days after being served. To date, Dahle has failed to respond to the grievance.

32. In a letter dated April 20, 2012 from Dahle to Taylor, Dahle wrote that she was enclosing a trust check in the amount of \$3,294.07 along with her final bill for professional services rendered. The billing indicated that the total amount collected on behalf of Taylor was \$8,057.98. The bill also reflected that the costs, statutory attorney fee, contingent fee, and hourly legal fees totaled \$4,763.91.

COUNT FIVE

33. Dahle failed to keep Taylor reasonably informed regarding the status of the settlement funds and failed to promptly comply with Taylor's reasonable requests for information regarding the settlement funds, **in violation of SCR 20:1.4(a)(3) and (4).**

COUNT SIX

34. Dahle failed to deliver the settlement funds to Taylor for over seven months, **in violation of SCR 20:1.15(d)(1).**

COUNT SEVEN

35. Dahle failed to provide a written response to the grievance, which was due on or before March 16, 2011, after receiving a letter by ordinary mail, by certified mail and by being personally served, in violation of SCR 22.03(2)⁶ and (6), enforced via SCR 20:8.4(h)⁷.

Regarding Rouse (Counts 8 - 11)

36. Keith Rouse (Rouse) hired Dahle to represent the Keith J. Rouse Irrevocable Trust in a civil action regarding his father's estate against his step-mother Margo Rouse in *Keith J. Rouse Irrevocable Trust v. Margo A. Rouse*, Kewaunee County Case No. 2010SC240.

37. On or about May 9, 2011, Rouse agreed to accept the sum of \$31,500 to settle his case against Margo Rouse.

⁶ SCR 22.03(2) provides: "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 questions, furnish documents, and present any information deemed relevant to the investigation."

⁷ SCR 20:8.4(h) provides: "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 21.15(4), SCR 22.001(9)(b), SCR 22.03(2), SCR 22.03(6), or SCR 22.04(1)."

38. On or about June 3, 2011, Dahle received a \$31,500 settlement check dated May 16, 2011. Dahle deposited the check into her client trust account on June 3, 2011, but the deposit slip was date-stamped by the bank for the following business day which was Monday June 6, 2011.

39. Dahle's trust account record indicated that Dahle wrote a check dated June 3, 2011 made payable to Tina M. Dahle, SC in the amount of \$5,000. The name "Rouse" was listed in the memo section of the June 3, 2011 check. The check was date-stamped by the bank for the following business day which was Monday June 6, 2011.

40. On June 27, 2011, Rouse picked up a settlement proceeds check from Dahle in the amount of \$26,500.

41. Also on June 27, 2011, Rouse filed a grievance against Dahle with OLR, stating that Dahle did not return Rouse's phone calls inquiring about the settlement, and that Dahle said that after Dahle received the settlement check, she did not deposit the check for a week; that the check took over two weeks to clear Dahle's trust account, eventually clearing on June 20, 2011; and that she had

mailed the check but it was returned by the post office because the envelope had the wrong address.

42. On September 13, 2011, OLR provided Dahle with written notice of its formal investigation in the Rouse matter and of Dahle's duty to cooperate with the investigation. Dahle was informed that her written response to the grievance was to be submitted on or before October 5, 2011. Dahle failed to respond.

43. On October 17, 2011, OLR sent a follow-up letter to Dahle by certified mail and by first class mail requiring her to postmark her response no later than October 4, 2011. Dahle responded to OLR's inquiry in correspondence dated October 17, 2011 in which Dahle denied that she told Rouse she had mailed the settlement proceeds. She further denied that she failed to promptly or diligently return Rouse's phone calls or to keep him reasonably informed as to the status of his matter.

44. On December 8, 2011, OLR sent a letter to Dahle requesting an additional response from Dahle and that she provide a copy of the \$26,500 settlement proceeds check from her trust account to Rouse, a copy of the trust

account deposit slip for the \$31,500 settlement check and a copy of the trust account ledger for Rouse. Dahle's response to OLR's letter was due by December 21, 2011. Dahle failed to respond.

45. On January 3, 2012, OLR sent a follow-up letter to Dahle by certified mail and by first class mail. The return receipt for the letter sent by certified mail was returned to OLR on January 6, 2012 and reflects that it was signed for by Ms. Connie Eckberg at Dahle's office. Dahle failed to respond.

46. On January 30, 2012, Dahle was personally served with a letter from OLR dated January 23, 2012, and copies of OLR's previous letters to Dahle dated December 8, 2011 and January 3, 2012. OLR's cover letter stated that in order to avoid being subject to a motion filed pursuant to SCR 22.03(4), Dahle's written response had to be filed with OLR no later than seven days after being served. Dahle failed to respond.

47. Re-allege and incorporate as if more fully set forth herein the factual allegations of paragraphs 16 and 17 of this disciplinary Complaint.

48. As of the date of the filing of this Complaint, Dahle has not responded to OLR's request for additional information in the Rouse matter.

COUNT EIGHT

49. Dahle failed to promptly deliver the settlement funds to Rouse, **in violation of SCR 20:1.15(d) (1)**.

COUNT NINE

50. Dahle disbursed her attorney fee from her trust account on the same day she deposited the settlement check from which her attorney fee was to be paid, **in violation of SCR 20:1.15(e) (5)a⁸**.

COUNT TEN

51. Dahle failed to provide written notice to Rouse at least five business days before the date on which the \$5,000 disbursement was made from her trust account to her business account for the purpose of paying fees, **in violation of SCR 20:1.15(g) (1)⁹**.

⁸ SCR 20:1.15(e)(5)a provides: "A lawyer shall not disburse funds from any trust account unless the deposit from which those funds will be disbursed has cleared, and the funds are available for disbursement."

⁹ SCR 20:1.15(g)(1) provides: "At least 5 business days before the date on which a disbursement is made from a trust account for the purpose of paying fees, with the exception of contingent fees or fees paid pursuant to court order, the lawyer shall transmit to the client in writing all of the following: a. an itemized bill or other accounting showing the services rendered; b. notice of the amount owed and the anticipated date of the withdrawal; and c. a statement of the balance of the client's funds in the lawyer trust account after the withdrawal."

COUNT ELEVEN

52. Dahle failed to provide OLR with a written response to OLR's December 8, 2011 letter requesting additional information, even after the Wisconsin Supreme Court issue an order temporarily suspending her license to practice law in Wisconsin, **in violation of SCR 22.03(6), enforced via SCR 20:8.4(h)**.

Regarding Penkert (Counts 12-16)

53. On or about January 1, 2006, Penkert Properties, LLC (Penkert) hired Dahle to represent Penkert in various claims and legal proceedings arising from residential tenancies.

54. On June 13, 2011, Trudy Gerbing (Gerbing), the office manager at Penkert, sent an email to the collection manager at Dahle's law office requesting an updated progress report of specific collection matters. This information had previously been requested of Dahle by Kevin Penkert, the owner of Penkert, via email without response.

55. In a June 27, 2011 letter to Dahle, Penkert requested to withdraw all collection accounts Penkert had

with Dahle's office that have not had any activity within the past 30 days and to provide an updated list of all those accounts.

56. In an October 24, 2011 letter to Dahle, Kevin Penkert stated that, due to the lack of response to his June 27, 2011 letter, he was removing certain clients from her firm and would be forwarding them to Penkert's collection agency. The clients were identified in a list provided in the letter. Kevin Penkert further stated that any of his clients which contacted Dahle's office should be redirected back to Penkert's office for a response or for forwarding on to the collection agency.

57. In a November 8, 2011 email to an associate at Dahle's office, Gerbing requested an updated client progress report so that she could send those residents to their collection agency with the correct balance due to Penkert.

58. On November 22, 2011, Gerbing and Penkert filed a grievance with OLR, alleging that Dahle stopped communicating with Penkert, failed to respond to letters

requesting the return of Penkert's files and failed to deliver funds to Penkert from a collection matter.

59. On January 12, 2012, OLR provided Dahle with written notice of the formal investigation of the Penkert matter and of her duty to cooperate with the investigation. Dahle was informed that her written response to the grievance was to be submitted on or before February 3, 2012. Dahle failed to respond.

60. On February 6, 2012, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring a response postmarked no later than February 16, 2012. The return receipt for the letter sent by certified mail was returned to OLR on February 29, 2012 as unclaimed and unable to forward. The February 6, 2012 letter OLR sent to Dahle via first class mail was not returned to OLR. Dahle failed to respond.

61. On February 24, 2012, Dahle was personally served with a cover letter from OLR dated February 20, 2012, and copies of OLR's previous letters to Dahle dated January 12, 2012 and February 6, 2012. OLR's cover letter stated that

in order to avoid being subject to a motion filed pursuant to SCR 22.03(4), Dahle's written response had to be filed with OLR no later than seven days after being served. Dahle failed to respond.

62. In a May 29, 2012 email to OLR, Gerbing stated, "Attached is a letter [dated April 20, 2012] we just finally received from Tina Dahle's office. This letter would actually close our records with her office." In that April 20, 2012 letter, a paralegal with Dahle's office stated the following:

Pursuant to your request on June 27, 2011 all of your files listed for collections in our office have been closed and returned to you. As you are aware we have no client original documents in our possession.

We are enclosing our trust check for \$1,602.42 which represents your portion of money collected on the Fisher/Askewelicz [sic] file.

We have reviewed all deposits for 2011 and 2012 and have identified no other monies collected.

63. Gerbing then confirmed to OLR that Penkert did not require the return of any files or file documents from Dahle.

COUNT TWELVE

64. Dahle failed to act diligently in furtherance of Penkert's interests in the collection matters, **in violation of SCR 20:1.3¹⁰**.

COUNT THIRTEEN

65. Dahle failed to keep Penkert reasonably informed regarding the status of the collection matters and funds received, and failed to promptly comply with Penkert's reasonable requests for information regarding the status of the collection matters, **in violation of SCR 20:1.4(a)(3) and (4)**.

COUNT FOURTEEN

66. Dahle failed to deliver the settlement funds to Penkert for several months, **in violation of SCR 20:1.15(d)(1)**.

COUNT FIFTEEN

67. Dahle failed to deliver the collection files to Penkert, as requested to do so in a June 27, 2011 letter

¹⁰ SCR 20:1.3 provides: "A lawyer shall act with reasonable diligence and promptness in representing a client."

and an October 24, 2011 letter, until on or about April 20, 2012, in violation of SCR 20:1.16(d)¹¹.

COUNT SIXTEEN

68. Dahle failed to provide OLR with a written response to the grievance, which was due on or before February 3, 2012, even after receiving a letter by ordinary mail, a follow-up letter by ordinary mail and being personally served, in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h).

Regarding Kelley Loan
(Counts 17 - 20)

69. Since approximately June 2004, Dahle had represented Jane C. Kelley (Kelley) and her fiancé Richard Hill (Hill) in several legal actions and matters.

70. In approximately July 2009, Dahle approached Kelley about the possibility of obtaining a loan from Kelley. In an email dated July 28, 2009 to Kelley, Dahle outlined proposed terms for the loan. Dahle proposed the loan would be documented by a promissory note and secured

¹¹ 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."

by a mortgage from an entity known as TNT Commercial Acquisitions, L.L.C. The note would have a five-year repayment schedule, beginning in July 31, 2009, with interest at 5% which would entail monthly payments of \$5,661.37. Dahle stated the loan could be paid on a four-year amortization schedule by making weekly payments of \$1,588.37. In addition, any legal fees Kelley incurred would be credited against the balance due on the loan. Dahle did not advise Kelley to consult with an independent attorney about the loan. The parties did not reach an agreement on the terms of the loan in July 2009.

71. In an October 26, 2009 email to Kelley, Dahle stated that she would appreciate a reply at Kelley's earliest convenience regarding the possible loan. In that email, Dahle also discusses an ongoing matter regarding a dock and BSE shore stations.

72. On October 27, 2009, Kelley wrote Dahle two checks, one for \$200,000 and one for \$100,000. Both checks were made out to Dahle personally and bore the word "loan" in the memo section. Kelley later wrote the words "TNT Commercial" on one of the checks. The loan was not

documented by a promissory note, nor was it secured by a mortgage.

73. In August 2010, the parties sat down to work out the terms of the loan. They agreed on an interest rate of 6.5%, that Kelley receive monthly credits against the attorney's fees she had incurred dating back to November 2009 and that Dahle begin making monthly cash payments to Kelley in November 2010. Dahle prepared a promissory note documenting these terms and signed it, backdating it to October 2009.

74. The credits against legal fees were the only form of repayment Kelley ever received. Dahle never made any of the monthly payments that were to begin in November 2010.

75. On June 21, 2011, Kelley commenced a civil action in the United States District Court, Eastern District of Wisconsin against Dahle for breach of contract, negligence, and breach of fiduciary duty based upon Dahle failing to repay a \$300,000.00 personal loan. *Jane C. Kelley v. Tina M. Dahle, et al.*, United States District Court, Eastern District of Wisconsin Case No. 11-CV-00600.

76. On September 14, 2011, OLR provided Dahle with written notice that it was formally investigating the Kelley loan matter and of her duty to cooperate with the investigation. Dahle was informed that her written response to the inquiry was to be submitted on or before October 6, 2011. Dahle failed to respond.

77. On October 13, 2011, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring a response postmarked no later than October 24, 2011. The return receipt for the letter sent by certified mail was returned to OLR on October 16, 2011 and was signed for by Ms. Connie Eckberg at Dahle's office. Dahle failed to respond.

78. On November 22, 2011, Dahle was personally served with a cover letter from OLR dated November 8, 2011, and copies of OLR's previous letters to Dahle dated September 14, 2011 and October 13, 2011. OLR's cover letter stated that in order to avoid being subject to a motion filed pursuant to SCR 22.03(4), Dahle's written response had to

be filed with OLR no later than seven days after being served.

79. In a written response to the OLR inquiry dated November 16, 2011, Dahle admitted that Kelley provided her with two checks on or about October 27, 2009 which totaled \$300,000; that she did not possess a copy of the promissory note outlining the terms and conditions of the loan as Kelley never provided a copy of the executed document to her; that she believed that Kelley had spoken to her California attorney prior to making the loan; and that there was no written document signed by Kelley in which she gave informed consent to the essential terms of the \$300,000 loan, including whether Dahle represented Kelley in the loan transaction.

80. On January 12, 2012, OLR sent a letter to Dahle requesting additional information in the Kelley loan matter. Dahle's response was due by January 26, 2012. Dahle failed to respond.

81. On February 2, 2012, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring a

response postmarked no later than February 13, 2012. The return receipt for the letter sent by certified mail was returned to OLR on February 29, 2012 as unclaimed and unable to forward. The February 2, 2012 OLR letter sent to Dahle via first class mail was not returned to OLR. Dahle failed to respond.

82. On February 24, 2012, Dahle was personally served with a cover letter from OLR dated February 20, 2012, and copies of OLR's previous letters to Dahle dated January 12, 2012 and February 2, 2012. OLR's cover letter stated that in order to avoid being subject to a motion filed pursuant to SCR 22.03(4), Dahle's written response had to be filed with OLR no later than seven days after being served. To date, Dahle has failed to respond to OLR's January 12, 2012 letter requesting additional information.

COUNT SEVENTEEN

83. Dahle failed to disclose to Kelley, in writing, the terms of the \$300,000 loan transaction, prior to receiving the loan, failed to advise Kelley, in writing, of the desirability of seeking the advice of independent legal counsel on the loan transaction, and failed to received

Kelley's informed consent, in writing, to the terms of the loan transaction and her role in the transaction, including whether she was representing Kelley in the loan transaction, in violation of SCR 20:1.8(a)¹².

COUNT EIGHTEEN

84. Dahle failed to make any required monthly payments on the loan after receiving the \$300,000 loan from Kelley, in violation of SCR 20:8.4(c).

COUNT NINETEEN

85. Dahle failed to provide a written response to OLR's September 14, 2011 letter, which was due on or before October 6, 2011 until November 16, 2011, and only after receiving a letter by ordinary mail, a letter by ordinary and certified mail, and being personally served, in violation of SCR 22.03(2), enforced via SCR 20:8.4(h).

COUNT TWENTY

86. Dahle failed to respond to OLR's January 12, 2012 letter requesting additional information, even after

¹² SCR 20:1.8(a) provides: "A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client; (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction."

receiving a letter by ordinary mail, a second letter by ordinary mail, and being personally served, **in violation of SCR 22.03(6), enforced via SCR 20:8.4(h).**

Regarding Pfeifers
(Counts 21 - 23)

87. In or about 2008, John Pfeifer hired Dahle's firm to handle his brother Tom Pfeifer's (Pfeifer) financial and tax matters. Attorney Kenneth Baumgart (Baumgart), an associate at Dahle's firm, was assigned to handle Pfeifer's matters. Baumgart was appointed power of attorney for Pfeifer.

88. In or about the fall of 2009, Pfeifer signed a fee agreement with Dahle's law firm to receive Baumgart's services.

89. In April 2011, Baumgart decided to resign from Dahle's firm and cease practicing law. Baumgart advised Dahle as to the status of all his open files, including Pfeifer's file. Baumgart then met with Pfeifer and relinquished his power of attorney. He returned Pfeifer's checkbook and advised Pfeifer that Pfeifer's file documents were at Dahle's law firm. Those file documents included

all monthly bank statements, hard copies of a TD Ameritrade stock portfolio, and an excel spreadsheet that was the de facto checkbook register.

90. Subsequent to Baumgart's leaving the firm, an assisted living facility contacted Dahle to inquire whether Dahle or anyone at her firm wanted power of attorney for Pfeifer. Dahle declined.

91. In or around August 2011, Dahle delivered to Pfeifer some documents from 2009 that listed stocks he held as well as Dahle's billing statement for his tax preparation.

92. On September 8, 2011, Tom and Norma Pfeifer filed a grievance with OLR against Dahle, alleging she failed to return Pfeifer's telephone calls and failed to return his file documents.

93. On November 16, 2011, OLR provided Dahle with written notice of the formal investigation and of her duty to cooperate. Dahle was informed that her written response to the grievance was to be submitted on or before December 8, 2011. Dahle failed to respond.

94. On December 16, 2011, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring a response postmarked no later than December 27, 2011. The return receipt for the letter sent by certified mail was returned to OLR on December 20, 2011 and was signed by Ms. Connie Eckberg at Dahle's office. Dahle failed to respond.

95. On January 6, 2012, Dahle was personally served with a cover letter from OLR dated January 4, 2012, and copies of OLR's previous letters to Dahle dated November 16, 2011 and December 16, 2011. Dahle failed to respond.

96. Re-allege and incorporate as if more fully set forth herein the factual allegations of paragraphs 16 and 17 of this disciplinary Complaint.

97. As of the date of the filing of this disciplinary Complaint, Dahle has not responded to OLR in the Pfeifer grievance matter.

COUNT TWENTY-ONE

98. Dahle failed to return Pfeifer's telephone calls regarding Pfeifer's file documents, **in violation of SCR 20:1.4(a)(4)**.

COUNT TWENTY-TWO

99. Upon the effective termination of Dahle's firm's representation of Pfeifer, and continuing thereafter, Dahle failed to deliver all of Pfeifer's file documents to Pfeifer, **in violation of SCR 20:1.16(d)**.

COUNT TWENTY-THREE

100. Dahle failed to provide OLR with a written response to the grievance, which was due on or before December 8, 2011, even after receiving a letter by ordinary mail, a follow-up letter by ordinary mail and certified mail, being personally served, and the Wisconsin Supreme Court issuing an order temporarily suspending her license to practice law in Wisconsin, **in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h)**.

Regarding Vander Missen
(Counts 24 - 27)

101. In or about May 2010, Carole A. Vander Missen (Vander Missen) hired Dahle's law firm to represent her in estate litigation regarding her challenge to the handling of her mother's estate, *In the Estate of Genevieve C.*

Nelson, Brown County Case No. 2010PR000064 (the estate matter).

102. On August 17, 2010, the probate court received a letter from Attorney Kenneth Baumgart (Baumgart), an associate at Dahle's firm, indicating that Dahle's firm represented Vander Missen and requesting that a hearing be set to process the estate.

103. On September 20, 2010, the court held a Will admission hearing. It admitted the Will and appointed John S. Nelson personal representative of the estate in the estate matter.

104. Vander Missen agreed to have Dahle take over the handling of Vander Missen's matter. On April 19, 2011, a Consent and Order for Substitution of Attorneys for Vander Missen, from Baumgart to Dahle, was filed with the probate court.

105. On May 31, 2011, the estate filed a Notice of Motion and Motion for Summary Judgment with supporting documents with the probate court in the estate matter.

106. On July 27, 2011, Vander Missen filed an Objection and Response to the estate's Motion for Summary Judgment with the probate court.

107. On August 25, 2011, the court held a hearing on the Motion for Summary Judgment. An associate with Dahle's firm (Attorney Rachel Simon) appeared at the hearing for Vander Missen. The court ordered further briefing on the issues and set a briefing schedule.

108. Dahle did not file a brief on the issues with the probate court.

109. On December 1, 2011, the court granted the estate's Motion for Summary Judgment and dismissed the Objection of Vander Missen. A final judgment was entered in the estate matter on January 9, 2012.

110. On January 31, 2012, Vander Missen filed a grievance with OLR, alleging that Dahle had stopped communicating with her, had failed to return her original file and that Dahle's office was closed down with the telephone number disconnected. Vander Missen further informed OLR intake staff that Dahle failed to inform her of the outcome of the estate matter and of the court's

decision granting the estate's Motion for Summary Judgment; and that Dahle still had her original file documents which Vander Missen needed for an appeal.

111. On March 7, 2012, OLR provided Dahle with written notice of its formal investigation in the Vander Missen matter, and of her duty to cooperate with the investigation. Dahle's written response to the grievance was to be submitted on or before March 30, 2012. Dahle failed to respond.

112. On April 9, 2012, OLR sent a follow-up letter to Dahle by certified mail and by first class mail, reminding her of her duty to cooperate and requiring a response postmarked no later than April 19, 2012. The return receipt for the letter sent by certified mail was returned to OLR on May 12, 2012 as unclaimed and unable to forward. The April 9, 2012 OLR letter sent to Dahle via first class mail was not returned to OLR. Dahle failed to respond.

113. On May 7, 2012, Dahle was personally served with a cover letter from OLR dated April 26, 2012, and copies of OLR's previous letters to Dahle dated March 7, 2012 and

April 9, 2012. To date, Dahle has failed to respond to OLR in the Vander Missen grievance matter.

COUNT TWENTY-FOUR

114. Dahle failed to act in furtherance of Vander Missen's interests in the estate matter and failed to file a Brief on the issues with the probate court, **in violation of SCR 20:1.3.**

COUNT TWENTY-FIVE

115. Dahle failed to keep Vander Missen reasonably informed regarding the status of the estate matter and failed to inform Vander Missen of the court's Decision and Order granting the estate's Motion for Summary Judgment and dismissing the Objection of Vander Missen, **in violation of SCR 20:1.4(a)(3).**

COUNT TWENTY-SIX

116. Upon the effective termination of Dahle's firm's representation of Vander Missen, and continuing thereafter, Dahle failed to inform Vander Missen of the closing of the law firm, failed to provide Vander Missen with contact information, and failed to deliver the original file documents to Vander Missen, **in violation of SCR 20:1.16(d).**

COUNT TWENTY-SEVEN

117. Dahle failed to provide OLR with a written response to the grievance, which was due on or before March 30, 2012, even after receiving a letter by ordinary mail, a follow-up letter by ordinary mail, and being personally served, in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h) .

Regarding the Senns
(Counts 28 - 32)

118. William J. Senn, Jr., and Cynthia A. Senn (Senns) hired Dahle to represent them in a real estate matter, *William J. Senn, Jr. et al v. Michael G. Rueden*, Outagamie County Case No. 2010CV002508 (the real estate matter).

119. On March 5, 2012, Dahle failed to appear in court for a scheduling conference in the real estate matter.

120. On or about March 21, 2012, the Senns hired Attorney Thomas H. Sutter (Sutter) as successor attorney to Dahle. Upon being retained, Sutter went to Dahle's law office and observed that it was boarded up and looked abandoned. No one answered any of the doors and no one answered the telephone. He was unable to locate or talk to

Dahle or to obtain the Senns' file in the real estate matter.

121. According to Sutter, Dahle failed to meet deadlines set by the court for naming witnesses, experts, and completion of discovery; and that upon being unable to reach Dahle by phone, the presiding judge advised Senns to seek to retain a different attorney.

122. On March 28, 2012, Sutter filed a grievance with OLR alleging that Dahle lacked diligence in her representation of the Senns and abandoned her clients.

123. On April 25, 2012, OLR provided Dahle with written notice of its formal investigation in the Senns' matter, and of her duty to cooperate with the investigation. Dahle was informed that her written response to the grievance was to be submitted on or before May 18, 2012. Dahle failed to respond.

124. On September 6, 2012, Dahle was personally served with a cover letter from OLR dated June 19, 2012, and copies of OLR's previous letter to Dahle dated April 25, 2012. To date, Dahle has failed to respond to the grievance in the Senns' matter.

125. As of September 18, 2012, Sutter had still not had any communication with Dahle and never received the Senns' original file from Dahle.

COUNT TWENTY-EIGHT

126. Dahle failed to appear at a scheduling conference on March 5, 2012, failed to meet deadlines set by the court and otherwise abandoned the Senns' action, **in violation of SCR 20:1.3.**

COUNT TWENTY-NINE

127. Dahle failed to keep the Senns reasonably informed regarding the status of their case, **in violation of SCR 20:1.4(a)(3).**

COUNT THIRTY

128. Dahle abandoned the Senns' case without notice and failed to deliver the Senns' file to them, **in violation of SCR 20:1.16(d).**

COUNT THIRTY-ONE

129. Dahle failed to appear at a scheduling conference on March 5, 2012 and failed to meet deadlines set by the court, **in violation of SCR 20:3.4(c)¹³.**

¹³ SCR 20:3.4(c) provides: "A lawyer shall not knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists."

COUNT THIRTY-TWO

130. Dahle failed to provide OLR with a written response to the grievance in the Senns' matter, in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h).

Regarding Hill (Counts 33 - 38)

131. On or about June 27, 2007, Richard Hill (Hill) and Jane C. Kelley (Kelley) hired Dahle, who had recently formed her own law office, to represent them regarding four matters:

- (a) Jane Kelley and Richard Hill/General;
- (b) Jane Kelley and Richard Hill/DNR Claim;
- (c) Jane Kelley and Richard Hill/Bay Shore Estates Associaton, Inc.; and
- (d) Jane Kelley and Richard Hill/Sister Bay.

132. On or about July 12, 2005, Hill hired Dahle to represent Ecodock, LLC (Ecodock), a company owned by Hill, in an action commenced in Minnesota by a company named Versadock which sued Ecodock for non-payment of an invoice. On that date, Hill paid Dahle a \$5,000 advanced fee to represent him in the Versadock action.

133. In a July 27, 2005 email to Hill, Dahle advised that Versadock would accept \$30,000 to settle the Versadock action. Dahle instructed Hill to provide a check made payable to "Jack Pierce Law Firm, P.A. TRUST." Dahle indicated that Hill should act quickly. Hill provided a check to Dahle for \$30,000 and made it payable to Dahle's firm.

134. Dahle did not provide Hill with settlement documents regarding the Versadock matter and did not inform him that the settlement was concluded.

135. Hill requested that Dahle provide him with an accounting of the \$30,000 held in trust, but Dahle failed to do so.

136. In a January 12, 2006 email to Dahle, Hill stated that he wanted to pursue a claim of fraud and breach of warranty against Versadock, in which Dahle still represented Ecodock. Dahle failed to file the fraud and breach of warranty action against Versadock prior to the expiration of the statute of limitations.

137. In April 2011, Hill requested that Dahle provide him with the status of the Versadock action and other legal

matters that Dahle was handling for Hill and Kelley, including the DNR claim and Bay Shore Estates matters. Dahle did not provide the requested information. When Hill traveled to Dahle's law office, he discovered that Dahle had moved out and had not left a forwarding address. The phone number and email to Dahle's office did not work.

138. On February 17, 2012, Hill filed a grievance with OLR alleging that Dahle did not inform him if there was indeed a settlement in the Versadock action, that Dahle failed to provide him with an accounting of the \$30,000.00 held in trust after being requested to do so, and that Dahle failed to file a fraud and breach of warranty action against Versadock prior to the expiration of the statute of limitations.

139. On April 11, 2012, OLR provided Dahle with written notice of its formal investigation in the Hill matter, and of her duty to cooperate with the investigation. Dahle's written response to the grievance was to be submitted to OLR on or before May 4, 2012. Dahle failed to respond.

140. On May 15, 2012, Dahle was personally served with a cover letter from OLR dated May 10, 2012, and a copy of OLR's previous letter to Dahle dated April 11, 2012. Dahle failed to respond.

COUNT THIRTY-THREE

141. Dahle failed to commence a fraud and breach of warranty action against Versadock prior to the expiration of the statute of limitations and failed to act in furtherance of Hill's interests, **in violation of SCR 20:1.3.**

COUNT THIRTY-FOUR

142. Dahle failed to keep Hill reasonably informed regarding the status of the settlement in the Versadock action and likewise the fraud and breach of warranty matter which Ecodock sought to pursue against Versadock and failed to respond to Hill's several requests for information regarding these matters, **in violation of SCR 20:1.4(a) (3) and (4) .**

COUNT THIRTY-FIVE

143. Dahle failed to have a written fee agreement communicating the requisite information for her

representation of Hill, in violation of SCR 20:1.5(b)(1) and (2)¹⁴.

COUNT THIRTY-SIX

144. Dahle failed to provide Hill with a full written accounting of the funds held in trust after being requested to do so by Hill, in violation of SCR 20:1.15(d)(2)¹⁵.

COUNT THIRTY-SEVEN

145. Upon the effective termination of her firm's representation of Hill, and continuing thereafter, Dahle failed to inform Hill of the closing of the law firm, failed to provide Hill with contact information, and failed to surrender the settlement documents to Hill in the Versadock action, in violation of SCR 20:1.16(d).

COUNT THIRTY-EIGHT

146. Dahle failed to provide OLR with a written response to the grievance, which was due on or before May

¹⁴ 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, 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."

¹⁵ SCR 20:1.15(d)(2) provides: "Upon final distribution of any trust property or upon request by the client or a 3rd party having an ownership interest in the property, the lawyer shall promptly render a full written accounting regarding the property."

4, 2012, even after receiving a letter by ordinary mail and being personally served, in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h).

Regarding Gleason
(Counts 39 -44)

147. In or about December 2007, Laurie Gleason (Gleason) and her husband Michael Gleason hired Dahle to represent them regarding their debt and creditor collection matters. Gleason and her husband provided Dahle with a personal check in the amount of \$43,000 for Dahle to settle the Gleasons' numerous debts.

148. In a September 14, 2010 letter to Gleason, Dahle provided a status report regarding the files that Dahle's office had handled for Gleason. The status report listed the Gleasons' creditors, the account numbers, the status of the debt, the starting debt balance, the debt balance date, any accepted offers, the status date, and the current debt balance on the account. According to that report, Dahle had settled and paid 12 of the 16 debts listed by paying \$35,992.28 to the Gleason's creditors. The report showed that Dahle still held \$7,007.72 of the Gleasons' funds in

trust. The report also showed that Dahle made at least two telephone transfers from her IOLTA account to the Gleasons' creditors.

149. Dahle did not settle the Gleasons' four remaining outstanding debts listed on her status report.

150. Gleason requested an accounting to find out how much of the \$7,007.72 was still being held in trust. Dahle did not provide Gleason with an accounting of the remaining funds held in trust. Dahle ultimately stopped returning Gleason's telephone calls. Ultimately, her law firm and cell phone numbers were no longer in service.

151. On May 9, 2012, Gleason filed a grievance with OLR alleging that Dahle did not settle or attempt to resolve the remaining four debts with Gleasons' creditors, did not respond to Gleason's request for an accounting of the remaining funds that Dahle held in trust and did not deliver to Gleason the remaining funds that Dahle held in trust for the Gleasons.

152. On June 20, 2012, OLR provided Dahle with written notice of its formal investigation in the Gleason matter, and of her duty to cooperate with the investigation.

Dahle's written response to the grievance was to be submitted on or before July 13, 2012. Dahle failed to respond.

153. On September 6, 2012, Dahle was personally served with OLR's previous letter to Dahle dated June 20, 2012. On September 19, 2012, a cover letter from OLR dated July 19, 2012 was served on Dahle by personally serving Dahle's husband. To date, Dahle has failed to respond to OLR in the Gleason matter.

COUNT THIRTY-NINE

154. Dahle failed to act in furtherance of Gleason's interests in four collection matters, **in violation of SCR 20:1.3.**

COUNT FORTY

155. Dahle failed to keep Gleason reasonably informed regarding the status of four debt collection matters and failed to return Gleason's telephone calls requesting information regarding the collection matters, **in violation of SCR 20:1.4(a) (3) and (4).**

COUNT FORTY-ONE

156. Dahle failed to provide Gleason with a full written accounting of the funds held in trust, subsequent to the status report, after being requested to do so by Gleason, **in violation of SCR 20:1.15(d) (2) .**

COUNT FORTY-TWO

157. Dahle made at least two telephone transfers from her IOLTA account to the Gleasons' creditors, **in violation of SCR 20:1.15(e) (4) b¹⁶.**

COUNT FORTY-THREE

158. Dahle failed to inform Gleason of the closing of her law firm, and continuing thereafter, Dahle failed to provide Gleason with contact information and failed to surrender the \$7,007.72 she held in trust for Gleason, **in violation of SCR 20:1.16(d) .**

COUNT FORTY-FOUR

159. Dahle failed to provide OLR with a written response to the grievance, which was due on or before July 13, 2012, even after receiving a letter by ordinary mail

¹⁶ **SCR 20:1.15(e)(4)b** provides: "No deposits or disbursements shall be made to or from a pooled trust account by a telephone transfer of funds. This section does not prohibit any of the following: 1.wire transfers. 2. telephone transfers between non-pooled draft and non-pooled non-draft trust accounts that a lawyer maintains for a particular client."

and being personally served, in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h).

Regarding CMC/Brick
(Counts 45-50)

160. In or about May 2006, Credit Management Control, Inc. (CMC) hired Dahle to represent CMC in actions to recover monies in numerous debt collection matters.

161. In a May 4, 2012 letter to Dahle, James Brick (Brick), President of CMC, stated that CMC had identified over \$10,000 in debtor payments made to Dahle's firm that had not been remitted to CMC and requested that Dahle provide all trust account records involving payments received for any files that were assigned to her office by CMC. Brick also demanded that Dahle immediately close and return all accounts currently in her office which were forwarded by CMC.

162. Also on May 4, 2012, Brick filed a grievance with OLR alleging that Dahle stopped communicating with CMC, failed to respond to Brick's demand for the return of CMC's files and failed to deliver funds to CMC from several

collection matters. The amount owed by Dahle to CMC from those several collection matters totaled \$4,911.52.

163. On June 27, 2012, OLR provided Dahle with written notice of its formal investigation in the CMC/Brick matter and of her duty to cooperate with the investigation. Dahle's written response to the grievance was to be submitted on or before July 20, 2012. Dahle failed to respond.

164. On September 6, 2012, Dahle was personally served with a cover letter from OLR dated August 3, 2012, and a copy of OLR's previous letter to Dahle dated June 27, 2012. To date, Dahle has failed to respond in the CMC/Brick grievance matter.

COUNT FORTY-FIVE

165. Dahle failed to act in furtherance of CMC's interests in several collection matters, **in violation of SCR 20:1.3.**

COUNT FORTY-SIX

166. Dahle failed to keep CMC reasonably informed regarding the status of the collection matters and funds received and failed to promptly comply with CMC's

reasonable requests for information regarding the status of the collection matters, **in violation of SCR 20:1.4(a)(3) and (4).**

COUNT FORTY-SEVEN

167. Dahle failed to deliver \$4,911.52 in collection funds to CMC after she had received the funds, **in violation of SCR 20:1.15(d)(1).**

COUNT FORTY-EIGHT

168. Dahle failed to provide CMC with a full written accounting regarding CMC's funds that she held in trust after being requested to do so in Brick's May 4, 2012 letter, **in violation of SCR 20:1.15(d)(2).**

COUNT FORTY-NINE

169. Dahle failed to deliver the collection files to CMC, as requested to do so in Brick's May 4, 2012 letter, **in violation of SCR 20:1.16(d).**

COUNT FIFTY

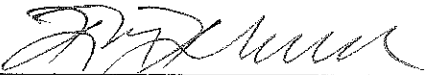
170. Dahle failed to provide OLR with a written response to the grievance, which was due on or before July 20, 2012, even after receiving a letter by ordinary mail

and being personally served, in violation of SCR 22.03(2) and (6), enforced via SCR 20:8.4(h).

WHEREFORE, the Office of Lawyer Regulation asks that Respondent, Tina M. Dahle, be found in violation of the Supreme Court Rules as alleged in connection with this complaint, that Dahle's Wisconsin law license be suspended for three (3) years; that Dahle be ordered to make restitution to Laurie Gleason in the amount of \$7,007.72, to James Brick in the amount of \$4,911.51, and that Dahle be required to comply with and satisfy any final monetary order or judgment issued against her in *Jane C. Kelley v. Tina M. Dahle, et al.*, United States District Court, Eastern District of Wisconsin Case No. 11-CV-00600; and that the Court grant such other and further relief as may be just and equitable, including an award of costs.

Dated this 20th day of May, 2013.

OFFICE OF LAWYER REGULATION



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