

In the Matter of Disciplinary Proceedings  
Against Christopher E. Meisel, Attorney at Law:

OFFICE OF LAWYER REGULATION,

Case No. 2015AP 463 -D

Complainant,

-v-

Case Code: 30912

CHRISTOPHER E. MEISEL,

Respondent.

REC  
MAR 1 0  
CLERK OF SUPREME COURT  
OF WISCONSIN

**COMPLAINT**

Now comes the Office of Lawyer Regulation of the Supreme Court of Wisconsin (OLR),  
by its undersigned retained counsel, and alleges as follows:

1. OLR was established by the Supreme Court of Wisconsin and operates pursuant to Wisconsin Supreme Court Rules. This complaint is filed pursuant to SCR 22.11.
2. Christopher E. Meisel (Meisel) was admitted to the practice of law in Wisconsin on May 23, 1994 (State Bar No. 1023244). The most recent address furnished by Meisel to the State Bar of Wisconsin is 2050 W. Good Hope Rd., Milwaukee, WI 53209.

ESTATE OF BARBARA J. TERRY  
(OLR MATTER NO. 2012MA800)  
COUNTS 1 – 3

3. Barbara J. Terry died on October 16, 2008. L.W. retained Meisel regarding the estate and a potential wrongful death claim. On June 30, 2009, Meisel filed a petition for special administration of the estate of Barbara J. Terry (Terry Estate) in Milwaukee County Circuit Court. *In the Estate of Barbara J. Terry*, No. 09-PR-1084 (Milw. Co. Cir. Ct.). L.W. was

appointed special administrator for the purpose of pursuing the wrongful death claim. L.W. was not, however, authorized to receive cash regarding that claim.

4. On March 29, 2011, following a settlement relating to the wrongful death claim, Meisel filed a petition for formal administration of the Terry Estate. *In the Estate of Barbara Jane Terry*, No. 09-PR-1084A (Milw. Co. Cir. Ct.).

5. On or about April 13, 2011, Meisel received a \$150,989.86 settlement check relating to the Terry Estate and entered the check in his client ledger for the estate. The check was drawn on the trust account of Rozek Law Offices, and its memo line identified the purpose of the payment as "Barbara Terry Final Settlement – Accident of 4/8/200 (sic)."

6. On April 28, 2011, the court granted Meisel's petition for formal administration of the Terry Estate and appointed Meisel as personal representative. Meisel immediately deposited the \$150,989.86 settlement check into his trust account. Prior to that deposit, the balance in Meisel's trust account was \$3,009.73.

7. Between April 28, 2011 and October 24, 2011, Meisel disbursed eight checks from his trust account, totaling \$32,907.53, for the benefit of King Park Investment Company, LLC (King Park), from funds belonging to the Terry Estate. At all times relevant to this complaint, Meisel held a 50% ownership interest in King Park, a real estate venture in the Marquette University area of Milwaukee. Those checks are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	4/28/2011	4/29/2011	538	King Park	\$10,000.00
2.	6/17/2011	6/20/2011	541	L.A. Contractors	4,100.00
3.	7/29/2011	8/1/2011	546	King Park	3,000.00
4.	8/30/2011	9/1/2011	555	WE Energies	243.99
5.	8/30/2011	9/1/2011	557	Germantown Mutual	197.50
6.	9/15/2011	9/19/2011	560	Community Bank	3,373.50
7.	9/15/2011	9/19/2011	561	Community Bank	6,222.93
8.	10/24/2011	10/27/2011	569 <sup>1</sup>	King Park Inv. Co.	<u>5,769.61</u>
<b>TOTAL:</b>					<b>\$32,907.53</b>

8. Meisel filed an amended final accounting in the Terry Estate on December 7, 2011, which identified his attorney fees in the matter as \$9,750. However, between late April and mid-September of 2011, Meisel disbursed nine checks to himself and his wife from funds belonging to the Terry Estate, totaling \$26,845.76. This was \$17,095.76 (\$26,845.76 – \$9,750) more than Meisel was owed for legal fees. Those checks are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	4/28/2011	5/2/2011	537	Christopher Meisel	\$ 2,501.00
2.	6/15/2011	6/16/2011	539	Chris Meisel	2,000.00
3.	6/17/2011	6/20/2011	540	Kristin Meisel	5,800.00
4.	6/28/2011	6/29/2011	542	Chris Meisel	5,000.00
5.	8/15/2011	8/16/2011	548	Chris Meisel	2,000.00
6.	8/16/2011	8/17/2011	549	Kristin Meisel	650.00
7.	8/23/2011	8/23/2011	550	Chris Meisel	4,394.76
8.	9/1/2011	9/6/2011	556	Christopher Meisel	2,000.00
9.	9/14/2011	9/16/2011	559	Chris Meisel	<u>2,500.00</u>
<b>TOTAL:</b>					<b>\$26,845.76</b>

9. Only one of the nine checks, No. 540, was identified as fees on the memo line of the check. However, Meisel's client ledger for the Terry Estate identified five additional checks as fees: Nos. 548, 549 and 559, payable to Meisel or his wife, and Nos. 546 and 557, payable to,

<sup>1</sup> Check No. 569 was drawn in the amount of \$15,000. A portion of that amount, \$9,230.39, was owed to Meisel for attorney fees in another matter. After deducting the \$9,230.39 in fees to which Meisel was entitled, \$5,769.61 of the \$15,000 check could not be connected to a particular client matter. The Terry Estate was the only client matter in which there were sufficient funds to cover the \$5,769.61 balance of check No. 569.

or on behalf of, King Park. The six checks that Meisel identified in his client ledger as fees in the Terry Estate total \$14,147.50.

10. Meisel converted for his own purposes at least \$50,003.29 of Terry Estate funds held in his trust account (\$32,907.53 in King Park disbursements + \$17,095.76 in personal disbursements).

11. As of September 19, 2011, Meisel was holding \$94,574.90 in trust for the Terry Estate. Between October and December 2011, Meisel disbursed six Terry Estate-related checks from the trust account, totaling \$96,988.38. Those checks are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	10/7/2011	10/11/2011	564	R.C.	\$ 3,850.00
2.	10/7/2011	N/A	565	A.H.	6,150.00
3.	10/7/2011	10/14/2011	566	M.W.	900.00
4.	11/22/2011	12/1/2011	573	M.F.J.	1,500.00
5.	12/20/2011	12/21/2011	575	L.W.	42,294.19
6.	12/20/2011	12/21/2011	576	A.W.	42,294.19
				<b>TOTAL:</b>	<b>\$96,988.38</b>

12. Despite the fact that these disbursements exceeded the balance in trust for the Terry Estate, there was not an immediate overdraft because trust account check No. 565 was not presented for payment until April 2012. When it was presented, it was returned unpaid, due to insufficient funds.

13. On January 3, 2012, Meisel deposited nine checks, totaling \$38,768, into his trust account. Those checks are as follows:

	<u>Deposit Source</u>	<u>Amount</u>
1.	D.B.	\$ 300.00
2.	D.R.	450.00
3.	[Daniela] Guardianship	15,000.00
4.	D.K.	525.00
5.	J.W.	1,385.00
6.	M.A.	800.00
7.	P[] Inc.	2,000.00
8.	N[] Revocable Trust	1,600.00
9.	N.M.	<u>16,708.00</u>
	<b>TOTAL:</b>	<b>\$38,768.00</b>

At least one of the deposited items, the \$15,000 check from the Daniela Guardianship, were funds that Meisel had converted from that guardianship.

14. On January 16, 2012, Meisel wrote a \$41,094.20 check, No. 610, to C.C., the guardian of B.B.A., one of the heirs in the Terry Estate. At the time Meisel wrote that check, the balance in his trust account was \$10,396.51. However, he should have been holding \$47,244.20 (\$41,094.20 + \$6,150) in trust for the Terry Estate at that point, since the \$6,150 check issued to A.H., No. 565, had not yet been presented for payment.

15. On April 3, 2012, the \$6,150 check payable to A.H., dated October 7, 2011, No. 565, was presented for payment. Since the account balance at that time was \$5,517.51, the check was returned due to insufficient funds.

16. On April 4, 2012, Meisel deposited a \$6,150 check into the trust account to address the overdraft. That check, which was drawn on his King Park account, included the following information on its memo line: "#6150 DTD 10-07-11 A[ ]. H[ ]." Following that deposit, the A.H. check, No. 565, was presented a second time and cleared on April 9, 2012.

17. Meanwhile, the \$41,094.20 trust check payable to C.C., dated January 16, 2012, No. 610, had not yet been presented for payment.

18. On April 27, 2012, Meisel deposited two checks drawn on his law office account into his trust account, totaling \$41,094.20. The last name of C.C.'s ward, B.B.A., appeared on the memo line of both checks.

19. On May 8, 2012, the \$41,094.20 trust account check payable to C.C., No. 610, was presented for payment and cleared.

20. In sum, Meisel deposited \$47,244.20 (\$6,150.00 + \$41,094.20) in personal funds and law firm funds into his trust account in April 2012 to replace the bulk of the funds that he had converted from the Terry Estate.

#### COUNT 1

21. By failing to hold \$50,003.29 in trust belonging to the Estate of Barbara Terry, **Meisel violated SCR 20:1.15(b)(1).**<sup>2</sup>

#### COUNT 2

22. By converting to his own purposes \$50,003.29 in trust funds belonging to the Estate of Barbara Terry, **Meisel violated SCR 20:8.4(c).**<sup>3</sup>

#### COUNT 3

23. By depositing \$47,244.20 in personal and law firm funds into his trust account in April 2012, to replace the bulk of the funds that he had converted from the Terry Estate, **Meisel violated SCR 20:1.15(b)(3).**<sup>4</sup>

---

<sup>2</sup> SCR 20:1.15(b)(1) provides, "A lawyer shall hold in trust, separate from the lawyer's own property, that property of clients and 3rd parties that is in the lawyer's possession in connection with a representation. All funds of clients and 3<sup>rd</sup> parties paid to a lawyer or law firm in connection with a representation shall be deposited in one or more identifiable trust accounts."

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

<sup>4</sup> SCR 20:1.15(b)(3) provides, "No funds belonging to the lawyer or law firm, except funds reasonably sufficient to pay monthly account service charges, may be deposited or retained in a trust account."

GUARDIANSHIPS OF DANIELA C. AND YESENIA M.  
(ALSO OLR MATTER NO. 2012MA800)  
COUNTS 4 – 14

24. Daniela C. (Daniela) and Yesenia M. (Yesenia) are step-sisters, whose parents died in an auto accident on February 8, 2006. Daniela was five at the time of the accident, and Yesenia was close to one year of age. Attorney Dainis Sika commenced a wrongful death action on their behalf in Ozaukee County on February 2, 2007. *Sika, et al. v. State Farm Mut. Auto. Ins. Co., et al.*, No. 07-CV-52 (Ozaukee Co. Cir. Ct.).

25. On October 17, 2007, Milwaukee County Probate Court Commissioner Patrice Baker appointed Meisel as the guardian of the estates of Daniela and Yesenia: Milw. Co. Cir. Ct. Case No. 07-GN-368 (Daniela Guardianship); Milw. Co. Cir. Ct. Case No. 07-GN-370 (Yesenia Guardianship). Meisel established separate guardianship accounts for Daniela and Yesenia at Community Bank & Trust in Glendale on October 27, 2007. In August 2013, Meisel moved the two accounts to BMO Harris Bank. The accounts, regardless of location, will hereafter be referred to as the Daniela Account and the Yesenia Account.

26. Pursuant to WIS. STAT. § 54.62, a guardian is required to file with the court an annual accounting for a guardianship prior to April 15 of the following year. A guardian is further required to produce records for review by the court, or its designee, which document the assets identified in the annual accounting of the guardianship.

A. Daniela Account  
(Counts 4 – 7 and Counts 12 – 14)

27. Between March 24, 2009 and June 9, 2009, Meisel made three disbursements from the Daniela Account to himself or King Park, totaling \$7,500. Those disbursements are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	3/24/2009	3/25/2009	1003	King Park Investment	\$3,500.00
2.	5/18/2009	5/18/2009	1004	Chris Meisel	1,500.00
3.	6/9/2009	6/9/2009	1005	King Park Investment Co.	<u>2,500.00</u>
				<b>TOTAL:</b>	<b>\$7,500.00</b>

28. On October 28, 2009, Meisel deposited a \$7,500 check from his trust account, No. 1646, to the Daniela Account. The ownership of the funds taken from the trust account is unknown. Meisel's deposit addressed the \$7,500 shortfall in the Daniela Account stemming from Meisel's conversions earlier that year.

29. Meisel filed the 2009 annual accounting of the Daniela Guardianship with the Milwaukee County Register in Probate on April 22, 2010. In that accounting, Meisel did not identify any of the disbursements that were made from the Daniela Account in 2009, and identified the December 31, 2009, balance of the Daniela Guardianship as \$23,404.20. That end of year balance could not have been documented for the court without the inclusion of Meisel's October 28, 2009, deposit of the \$7,500 trust account check, No. 1646.

30. Between April 22, 2010 and June 17, 2010, Meisel made four disbursements from the Daniela Account to King Park, totaling \$21,000. Those disbursements are as follows:



	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	4/22/10	4/23/10	1007	King Park Investment Co.	\$ 4,000.00
2.	5/5/2010	5/6/2010	1008	King Park Investment	10,000.00
3.	6/2/2010	6/2/2010	XFER	King Park Investment	5,000.00
4.	6/17/2010	6/17/2010	1010	King Park Invest Co. LLC	<u>2,000.00</u>
<b>TOTAL:</b>					<b>\$21,000.00</b>

31. On October 29, 2010, Meisel deposited a \$21,000 check from the King Park account to the Daniela Account. That deposit addressed the \$21,000 shortfall in the Daniela Account stemming from Meisel's conversions earlier that year.

32. On January 28, 2011, Meisel disbursed a \$15,000 check, No. 1011, from the Daniela Account to King Park.

33. Approximately 10 months later, on November 18, 2011, Meisel deposited a \$15,100 check, No. 570, drawn on his trust account to the Daniela Account. At that time, there were no funds in the trust account relating to the Daniela matter. Funds belonging to other clients were converted to cover that check.<sup>5</sup> Meisel's \$15,100 deposit addressed the shortfall in the Daniela Account stemming from Meisel's conversion of \$15,000 in January 2011.

34. Meisel filed the 2011 annual accounting of the Daniela Guardianship with the Milwaukee County Register in Probate on November 19, 2012. In that accounting, Meisel did not identify any of the disbursements that were made from the Daniela Account in 2011, and identified the December 31, 2011, balance of the Daniela Guardianship as \$23,404.20. That end of year balance could not have been documented for the court without the inclusion of Meisel's November 18, 2011, deposit of his \$15,100 trust account check, No. 570.

---

<sup>5</sup> At that time, there was \$483,193.14 in the trust account, which consisted of \$389,000 belonging to the C.S. Trust and \$94,193.14 belonging to other clients, including the Estate of Barbara Terry.

35. On December 31, 2011, Meisel disbursed a \$15,000 check, No. 1012, from the Daniela Account to his trust account. He deposited the check into his trust account on January 3, 2012.

36. On March 26, 2012, Meisel made a \$2,000 disbursement from the Daniela Account with a counter-check, payable to "Chris Meisel or King Park." Following that disbursement, there was a balance of \$6,404.20 in the Daniela Account. That balance was unchanged through August 8, 2013, when the account was closed at Community Bank & Trust, and a new guardianship account was opened at BMO Harris Bank, into which the \$6,404.20 was deposited.

37. On November 27, 2013, Meisel deposited \$14,200.61 into the Daniela Account, which increased the account's balance to \$20,605.68. The source of the deposit was a check drawn on the account of the Estate of Joseph Driear. At all times relevant to this complaint, Meisel served as the personal representative of the Estate of Joseph Driear. No. 2012-PR-135 (Ozaukee Co. Cir. Ct.).

38. In sum, between 2009 and 2013, Meisel deposited \$57,800.61 into the Daniela Account, consisting of King Park funds (\$21,000), funds converted from his trust account in October 2009 and November 2011 (\$7,500 + \$15,100), and funds converted from the Estate of Joseph Driear in November 2013 (\$14,200.61).

#### COUNT 4

39. By failing to hold as much as \$21,000 in the Daniela Account at times between March 2009 and November 2012, **Meisel violated SCR 20:1.15(j)(1).**<sup>6</sup>

#### COUNT 5

40. By converting and re-converting Daniela Guardianship funds to his own purposes between March 2009 and March 2012, **Meisel violated SCR 20:8.4(c).**

#### COUNT 6

41. By depositing into the Daniela Account \$57,800.61 in King Park funds and funds converted from his trust account and the Estate of Joseph Driear, **Meisel violated SCR 20:1.15(j)(1).**

#### COUNT 7

42. By depositing into the Daniela Account \$57,800.61 in King Park funds and funds converted from his trust account and the Estate of Joseph Driear, thereby concealing his conversion and re-conversion of funds belonging to Daniela, **Meisel violated SCR 20:8.4(c).**

#### B. Yesenia Account (Counts 8 - 14)

43. Between March 10, 2009 and June 16, 2009, Meisel made four disbursements from the Yesenia Account that were unrelated to the guardianship, totaling \$10,500. Those disbursements are as follows:

---

<sup>6</sup> SCR 20:1.15(j)(1) provides, "A lawyer shall hold in trust, separate from the lawyer's own funds or property, those funds or that property of clients or 3<sup>rd</sup> parties that are in the lawyer's possession when acting in a fiduciary capacity that directly arises in the course of, or as a result of, a lawyer-client relationship or by appointment of a court."

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	3/10/2009	3/10/2009	1003	King Park Investment	\$ 3,500.00
2.	5/15/2009	5/18/2009	1005	Chris Meisel	1,500.00
3.	6/9/2009	6/9/2009	1006	King Park Investment	2,500.00
4.	Unknown	6/16/2009	1007	Unknown	<u>3,000.00</u>
<b>TOTAL:</b>					<b>\$10,500.00</b>

44. On October 28, 2009, Meisel deposited a \$10,500 check from his trust account, No. 1645, into the Yesenia Account. The ownership of the funds taken from the trust account is unknown. Meisel's deposit addressed the \$10,500 shortfall in the Yesenia Account stemming from Meisel's conversions earlier that year.

45. Meisel filed the 2009 annual accounting of the Yesenia Guardianship with the Milwaukee County Register in Probate on April 22, 2010. In that accounting, Meisel did not identify any of the disbursements that were made from the Yesenia Account in 2009, and identified the December 31, 2009, balance of the Yesenia Guardianship as \$23,405.45. That end of year balance could not have been documented for the court without the inclusion of Meisel's October 28, 2009, deposit of his \$10,500 trust account check, No. 1645.

46. Between April 22, 2010 and June 17, 2010, Meisel made four disbursements from the Yesenia Account that were unrelated to the guardianship, totaling \$21,000. Those disbursements are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	4/22/2010	4/23/2010	1009	King Park Investment Co.	\$ 4,000.00
2.	5/28/2010	5/28/2010	XFER	Unknown	10,000.00
3.	6/2/2010	6/2/2010	XFER	King Park Investment	5,000.00
4.	6/17/2010	6/17/2010	1011	King Park Invest Co, LLC	<u>2,000.00</u>
<b>TOTAL:</b>					<b>\$21,000.00</b>

47. On October 29, 2010, Meisel deposited a \$21,000 check drawn from the King Park account into the Yesenia Account. That deposit addressed the \$21,000 shortfall in the Yesenia Account stemming from Meisel's conversions earlier that year.

48. Between January 6, 2011 and April 8, 2011, Meisel made three disbursements from the Yesenia Account that were unrelated to the guardianship, totaling \$21,455.25. Those disbursements are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	1/6/2011	1/6/2011	1013	King Park	\$15,000.00
2.	3/28/2011	3/28/2011	1014	King Park Invest Co.	4,000.00
3.	Unknown	4/8/2011	1015	Unknown	<u>2,455.25</u>
				<b>TOTAL:</b>	<b>\$21,455.25</b>

49. On November 18, 2011, Meisel deposited a \$21,555.25 check drawn on his trust account, No. 571, into the Yesenia Account.<sup>7</sup> At that time, there were no funds in Meisel's trust account relating to the Yesenia matter. Funds belonging to other clients were converted to cover Meisel's disbursement. Meisel's \$21,555.25 deposit addressed the shortfall in the Yesenia Account stemming from Meisel's conversions earlier that year.

50. Meisel filed the 2011 annual accounting of the Yesenia Guardianship with the Milwaukee County Register in Probate on November 19, 2012. In that accounting, Meisel did not identify any of the disbursements that were made from the Yesenia Account in 2011, and identified the December 31, 2011, balance of the Yesenia Guardianship as \$23,405.15. That end of year balance could not have been documented for the court without the inclusion of Meisel's November 18, 2011, deposit of his \$21,555.25 trust account check, No. 571.

---

<sup>7</sup> This deposit was \$100 more than the amount Meisel converted from the Yesenia Account. While there was a \$100 disbursement from the Yesenia Account in January 2011, that amount matches the bonding expense that Meisel incurred and reported to the court in his 2009 annual accounting.

51. Between January 31, 2012 and March 30, 2012, Meisel made two disbursements from the Yesenia Account that were unrelated to the guardianship, totaling \$14,200. Those disbursements are as follows:

	<u>Ck. Date</u>	<u>Cleared</u>	<u>Ck. No.</u>	<u>Payee</u>	<u>Amount</u>
1.	1/31/2012	2/1/2012	1016	King Park Invest Co, LLC	\$10,000.00
2.	3/30/2012	3/30/2012	XFER	King Park Investment	4,200.00
				<b>TOTAL:</b>	<b>\$14,200.00</b>

52. Following the \$4,200 transfer on March 30, 2012, the balance in the Yesenia Account was \$9,205.45. That balance was unchanged through August 8, 2013, when the account was closed at Community Bank & Trust, and a new guardianship account was opened at BMO Harris Bank, into which the \$9,205.45 was deposited.

53. On November 27, 2013, Meisel deposited \$17,000.87 into the Yesenia Account, which increased the account's balance to \$26,207.62. The source of the deposit was a check drawn on the account of the Estate of Joseph Driear, for which Meisel served as the personal representative.

54. Between 2009 and 2013, Meisel deposited \$70,056.12 into the Yesenia Account, consisting of King Park funds (\$21,000), funds converted from his trust account in October 2009 and November 2011 (\$10,500 + \$21,555.25), and funds converted from the Estate of Joseph Driear in November 2013 (\$17,000.87).

55. In or about early-2014, Meisel met with Amy Wochos (Wochos), the Milwaukee County Probate Division Administrator. At that time, Meisel was subject to an order to show cause for failing to file the 2012 annual accountings in the Daniela and Yesenia Guardianships. Meisel told Wochos that he had taken some funds for his own purposes from the guardianship accounts and intended to resign as guardian. He also told her that he had replaced the funds.

56. On March 26, 2014, Meisel closed the Daniela and Yesenia Accounts. At that time, the Daniela Account had a balance of \$20,609.13, and the Yesenia Account had a balance of \$26,220.54. Together, the two account balances totaled \$46,829.67. Meisel provided the bank with an additional check drawn on his business account, No. 3915, in the amount of \$170.33. The memo line of the check read: “[Yesenia] & [Daniela].” With the addition of that check, the combined total for Daniela and Yesenia Accounts was \$47,000. Meisel then purchased two cashier’s checks in the amount of \$23,500 each. Both cashier’s checks identified the Yesenia Guardianship. The checks were turned over to Attorney Dainis Sika, who was appointed as the successor guardian for Daniela and Yesenia.

57. On April 10, 2014, Meisel met with Wochos a second time. At that meeting, Meisel provided Wochos with documentation evidencing his removal of a substantial amount of funds from the Daniela and Yesenia Accounts in 2012 for his own purposes, and his replacement of funds in 2013. He provided bank statements and annual accountings.

58. On April 14, 2014, Probate Court Commissioner Baker removed Meisel as guardian in the Daniela and Yesenia Guardianships.

#### **COUNT 8**

59. By failing to hold as much as \$21,455.25 in the Yesenia Account between March 2009 and November 2012, **Meisel violated SCR 20:1.15(j)(1).**

#### **COUNT 9**

60. By converting and re-converting Yesenia Guardianship funds to his own purposes between March 2009 and March 2012, **Meisel violated SCR 20:8.4(c).**

**COUNT 10**

61. By depositing into the Yesenia Account \$70,056.12 in King Park funds and funds converted from his trust account and the Estate of Joseph Driear, **Meisel violated SCR 20:1.15(j)(1)**.

**COUNT 11**

62. By depositing into the Yesenia Account \$70,056.12 in King Park funds and funds converted from his trust account and the Estate of Joseph Driear, thereby concealing his conversion and re-conversion of funds belonging to Yesenia, **Meisel violated SCR 20:8.4(c)**.

**COUNT 12**

63. By filing annual accountings with the Milwaukee County Probate Court for the Daniela and Yesenia Guardianships, which failed to disclose the disbursements that he made from those guardianships and included documentation of account balances that had been deliberately, and temporarily, inflated to document the required balances and conceal his conversions, **Meisel violated SCR 20:3.3(a)(1)**.<sup>8</sup>

**COUNT 13**

64. By failing to hold as much as \$31,201.48 in the fiduciary account for the Estate of Joseph Driear, **Meisel violated SCR 20:1.15(j)(1)**.

**COUNT 14**

65. By converting to his own purposes as much as \$31,201.48 in the fiduciary account for the Estate of Joseph Driear, **Meisel violated SCR 20:8.4(c)**.

---

<sup>8</sup> **SCR 20:3.3(a)(1)** provides, "A lawyer shall not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer."



TRUST ACCOUNT RECORD KEEPING  
COUNT 15

66. Meisel is solely responsible for drafting trust account checks and keeping his law firm's trust account records.

67. On April 3, 2012, there was an overdraft on Meisel's trust account. (See ¶15.)

68. In connection with OLR's investigation of that overdraft, by letter dated April 11, 2012, Meisel was asked by OLR's trust account program administrator to produce various trust account records, including a transaction register, certain client ledgers, and a monthly reconciliation.

69. In response to OLR's record requests, Meisel produced client ledgers for the Terry Estate and another estate. However, the ledgers Meisel produced did not include running balances. Meisel did not provide a transaction register, but indicated that there had been no activity in the account during the months in question. He did not produce a monthly reconciliation and attributed the overdraft to his failure to regularly perform such reconciliations.

In his written explanation conveyed with his letter, Meisel stated, in relevant part:

I have reviewed my accounts and can not reconcile the shortfall other than it being a mathematical error. I did not balance the trust account and see A[], H[] check had not cleared. I assumed the actual balance was a surplus in the account which I could figure out down the road when time permitted. I did not realize there were insufficient funds. ... I have not balanced my trust account on a regular basis.

70. On July 24, 2013, OLR asked Meisel to produce his trust account transaction register for the period between March 1, 2011 and April 30, 2012. Meisel failed to produce it, and told OLR that he did not maintain that record, and instead only kept client ledgers.

**COUNT 15**

71. By failing to maintain a transaction register and client ledgers with running balances, and by failing to perform monthly reconciliations of his trust account, thereby failing to maintain complete records of a trust account, **Meisel violated SCR 20:1.15(f)(1)a., (f)(1)b., and (f)(1)g.**<sup>9</sup>

---

<sup>9</sup> SCR 20:1.15(f)(1)a., (f)(1)b., and (f)(1)g. provide:

(1) Complete records of a trust account that is a draft account shall include a transaction register; individual client ledgers for IOLTA accounts and other pooled trust accounts; . . . and reconciliation reports, subject to all of the following:

a. **Transaction register.** The transaction register shall contain a chronological record of all account transactions, and shall include all of the following:

1. the date, source, and amount of all deposits;
2. the date, check or transaction number, payee and amount of all disbursements, whether by check, wire transfer, or other means;
3. the date and amount of every other deposit or deduction of whatever nature;
4. the identity of the client for whom funds were deposited or disbursed; and
5. the balance in the account after each transaction.

b. **Individual client ledgers.** A subsidiary ledger shall be maintained for each client or 3rd party for whom the lawyer receives trust funds that are deposited in an IOLTA account or any other pooled trust account. The lawyer shall record each receipt and disbursement of a client's or 3rd party's funds and the balance following each transaction. A lawyer shall not disburse funds from an IOLTA account or any pooled trust account that would create a negative balance with respect to any individual client or matter.

\* \* \*

g. **Reconciliation reports.** For each trust account, the lawyer shall prepare and retain a printed reconciliation report on a regular and periodic basis not less frequently than every 30 days. Each reconciliation report shall show all of the following balances and verify that they are identical:

1. the balance that appears in the transaction register as of the reporting date;
2. the total of all subsidiary ledger balances for IOLTA accounts and other pooled trust accounts, determined by listing and totaling the balances in the individual client ledgers and the ledger for account fees and charges, as of the reporting date; and
3. the adjusted balance, determined by adding outstanding deposits and other credits to the balance in the financial institution's monthly

**WHEREFORE**, OLR respectfully requests that Attorney Christopher E. Meisel be found in violation of the Supreme Court Rules as alleged in the 15 counts of this complaint, and that the Court suspend Meisel's license to practice law for three years and order such other and further relief as may be just and equitable, including an award of costs.

Dated this 6<sup>th</sup> day of March, 2015.

OFFICE OF LAWYER REGULATION

By 

Matthew J. Price

*Retained Counsel*

State Bar No. 1021922

Mailing Address:

FOLEY & LARDNER LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202-5306  
414.271.2400  
414.297.4900 Facsimile

---

statement and subtracting outstanding checks and other deductions from the balance in the monthly statement.