

SUPREME COURT OF WISCONSIN  
OFFICE OF LAWYER REGULATION

---

Public Reprimand With Consent

2024-OLR-07

Joseph F. Owens,  
Attorney at Law

---

Joseph F. Owens is an attorney admitted to practice law in Wisconsin on August 28, 1974. He practices in New Berlin, Wisconsin.

In 2013, Owens began representing a client in several matters, including divorce, business, criminal, and child custody matters. The representation in these matters ended in 2016 once the divorce and accompanying sale of business were finalized.

Owens claimed the client owed him more than \$58,000 for services rendered, which amount the client disputed. The parties came to an agreement whereby the client would lend Owens \$100,000 while the two parties resolved their fee dispute. Owens explained that the client wanted the funds to be managed through Owens' trust account for tracking purposes, with the intent that some disbursements be used to pay down the balance owed Owens for earned fees.

On April 6, 2017, the client lent Owens \$100,000 and Owens signed 1-year promissory note at 9%, secured by Owens' interest in a land contract. That day, Owens deposited the funds in his client trust account. Due to the promissory note, these funds became Owens' personal funds in nature. Therefore, they should have been deposited into an account separate from Owens' funds in his trust account. By depositing the loan proceeds to his trust account, Owens' commingled personal funds with trust account funds.

On May 1, 2017, the client was charged in a criminal matter involving felony drug charges. The client hired Owens to represent him in that and several tangential matters. As the serious charges continued to mount, Owens withdrew from the representation of the client in the Fall of 2018.

The client passed away in August 2019. The grievant in this matter is the client's daughter and is the personal representative of the client's estate, who disputes the amount owed Owens.

Owens trust account records show Owens made \$34,000 payments against the note in the form of both direct payments to the client as well as partial payments credited on Owens' outstanding invoices. Owens still had unpaid invoices of \$51,893. When these sums are subtracted from the initial \$100,000, the remaining principal balance is \$14,137. Owens offered to settle the dispute with the estate for this amount (dispensing with interest on both the loan and the outstanding invoices). Though there have been further communications between the parties, they have not yet resolved the issue.

By accepting a personal loan payment of \$100,000 from a client and depositing it into his client trust account, Attorney Joseph F. Owens violated **SCR 20:1.15(b)(3)**, which states in relevant part, "No funds belonging to a lawyer or law firm, except funds reasonably sufficient to pay monthly account service charges, may be deposited or retained in a trust account."

Attorney Owens has no prior discipline.

In accordance with SCR 22.09(3), Attorney Owens is hereby publicly reprimanded.

Dated this 11 day of October, 2024.

SUPREME COURT OF WISCONSIN

Karen L. Seifert  
Referee Karen Seifert