

SUPREME COURT OF WISCONSIN

OFFICE OF LAWYER REGULATION

Public Reprimand with Consent

CHRISTOPHER STEPHEN PETROS

2017-OLR 8

First Matter

On May 6, 2016, a woman hired Attorney Christopher Stephen Petros to draft a contract for rights to eggs and embryos donated to the woman by a family member for fertility treatments. On that day, the client paid Petros \$750.00. The funds, which were described in the fee agreement signed by Petros and the client as a flat fee, were deposited into Petros' trust account on May 13, 2016, and withdrawn on May 18, 2016.

Prior to withdrawing the fees from his trust account, Petros did not provide the notices required by former SCR 20:1.15(g) (effective until July 1, 2016).¹

On May 26, 2016, the client texted Petros and inquired as to the status of the contract. He responded on May 31, 2016, stating, "Done when can you meet (sic)?" Although there was an attempt at that time to plan a meeting between the client and Petros, no meeting took place.

Between May 31 and September 30, 2016, Petros and his client exchanged numerous text messages attempting to plan a meeting. No meeting occurred in that period, with Petros often stating he was in court and court was running behind. On July 27, 2016, the client asked Petros to mail the contract to her. He failed to do so. On September 23, 2016, Petros e-mailed his client a document purported to be the contract. The client told Petros she was unable to open the document. Petros again said they could meet and he would give her the document. Again, no meeting occurred. On September 30, 2016, the client sent a text asking, "Where is my paperwork?"

¹Pursuant to SCR 20:1.0(ag), a flat fee is an advanced fee and is thereby subject to former SCR 20:1.15(g) (effective until July 1, 2016).

On October 24, 2016, a Monday, Petros texted his client to tell her he was checking to see if any changes needed to be made to the paperwork and suggested they meet on Thursday (October 27, 2016). That meeting did not occur.

By way of explanation as to why he had never sent the contract to his client, Petros stated, “The next set (sic) was to make sure the clinic needed anything else in the document and then send the final document to [the client].”

Petros never provided his client with a draft or final contract. After the client filed a grievance with OLR, Petros refunded the \$750 fee he received in the matter.

On November 30, 2016, OLR sent Petros a letter, via first class U.S. mail, informing him of the nature of the investigation of this matter. OLR informed Petros that, pursuant to SCR 22.03(2), he was required to provide a written response by December 27, 2016. The letter further advised Petros of his duty to cooperate with OLR’s investigation under SCR 21.15(4) and SCR 22.03(6).

On December 28, 2016, Petros called OLR and stated that he would be mailing his response to OLR’s letter of November 30, 2016 that day.

Having not received Petros’ response, on January 10, 2017, OLR called Petros and left a message asking that he call.

On January 11, 2017, a Wednesday, Petros called OLR and stated he would be mailing his response that weekend.

Petros failed to submit his response.

On January 30, 2017, OLR sent Petros a second letter, via first class U.S. mail and personal service, reminding him of his duty to cooperate with OLR and requesting a response to OLR’s November 30, 2016 letter by February 10, 2017.

On February 2, 2017, The St. Croix County Sheriff’s Department obtained personal service of OLR’s January 30, 2017 letter on Petros.

On February 10, 2017, Petros submitted a response to OLR’s letter of November 30, 2016.

By failing to provide his client with the contract he was hired to prepare, either in draft or final form, Petros violated SCR 20:1.3, which states, “A lawyer shall act with reasonable diligence and promptness in representing a client.”

By failing to provide required notices prior to withdrawing the fees paid to him by S.M. from his trust account, Petros violated former SCR 20:1.15(g) (effective prior to July 1, 2016), which states, “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.”

By failing to timely respond to OLR’s November 30, 2016 investigative letter, Petros violated SCR 22.03(2), which states in relevant part, “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.” SCR 22.03(2) is enforced under the Rules of Professional Conduct via SCR 20:8.4(h), which states in relevant part, “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)...”

Second Matter

In February of 2015, a man hired Petros to assist him in securing a name change for his son. His son had his mother’s last name, although the son had not seen his mother for 11 years. The man also hired Petros to draft a will for him. Altogether, the client paid Petros \$900 in fees.

At some point, Petros discovered that a custody and child support agreement with regard to the son had been issued by a county in Minnesota. Petros traveled to Minnesota and obtained documents related to the custody and child support case. He also hired an attorney to handle any hearing on the name change matter that might occur in Minnesota. Petros later learned that because his client and the client’s son had resided in Wisconsin for quite some time, Wisconsin would have jurisdiction over the name change.

Between April of 2015 and August of 2016, the client, his sister, and his mother contacted Petros numerous times about the name change. Although Petros did return calls, Petros in several instances canceled meetings he had scheduled with the client.

On August 15, 2016, Petros and his client met at the Pierce County Courthouse. Petros and his client differ in their accounts of what happened at that meeting. However, by that date Petros had still not filed a name change petition. The client was eager to get the matter finalized by the start of the school year and, over the course of the following, attempted to obtain from Petros what the client believed was going to be the finalized paperwork. Petros finally faxed his client some documents, but they contained no case number and no judge's signature.

On August 26, 2016, Petros contacted the court by e-mail in order to secure a date for a hearing on the name change. He obtained a September 29, 2016 court date. At that time, Petros had still not filed a petition for name change. By way of explanation as to why he had not done so, Petros stated that he needed a court date prior to publishing notice of the petition (service by publication being necessary because the mother's whereabouts was unknown), and because he was still working on the documents when he was terminated.

Shortly after obtaining a court date in the name change matter, the client and Petros met at the courthouse, and Petros returned to his client the fees paid for both the name change petition and the will, along with his client file. Petros had produced a draft will, although it was never executed as the client was waiting for the name change matter to conclude prior to doing so.

On December 28, 2016, OLR sent Petros a letter, via first class U.S. mail, informing him of the nature of the investigation of this matter. OLR informed Petros that, pursuant to SCR 22.03(2), he was required to provide a written response by January 20, 2017. The letter further advised Petros of his duty to cooperate with OLR's investigation under SCR 21.15(4) and SCR 22.03(6).

During a phone call on January 11, 2017, a Wednesday, Petros stated he would be mailing his response that weekend.

Petros failed to submit his response.

On January 30, 2017, OLR sent Petros a second letter, via first class U.S. mail and personal service, reminding him of his duty to cooperate with OLR and requesting a response to OLR's December 28, 2016 letter by February 10, 2017.

