

SUPREME COURT OF WISCONSIN

OFFICE OF LAWYER REGULATION

Public Reprimand with Consent

MICHELE ANNE TJADER

2020-PUBREP-1

In February of 2015, a man hired Attorney Michele Anne Tjader to represent him after being cited by a municipality for OWI-1st and refusing to submit to a chemical test. The client paid Tjader an advanced fee covering representation through a municipal court trial; the fee did not cover an appeal. The fee agreement described the advanced fee as a flat fee, and stated that the fee would be deposited into Tjader's business account upon receipt. The fee agreement contained provisions required under former SCR 20:1.15(b)(4m)a (effective prior to July 1, 2016) and current SCR 20:1.5(g), allowing for deposit of an advanced fee into a business account.

At an April 4, 2016 municipal court trial, Tjader's client was convicted on both counts. The next day, Tjader, on her client's behalf, signed a form indicating that her client was requesting a new trial in circuit court before a 6-person jury.

The Notice of Right to Appeal signed by Tjader stated that the appellant must "pay the statutorily required appeal fees and costs within 20 days from the [municipal trial date]." The cost for the six-person jury was paid within 20 days of the municipal court trial.

On April 28, 2016, Tjader informed her client that she had been told by the municipal court clerk that, in order for his appeal to be forwarded to the circuit court, the client's fine needed to be paid. April 28, 2016 was several days past the 20-day deadline.

Because her client did not pay his fine within the 20-day deadline, his appeal was not forwarded to the circuit court. Tjader filed a motion for reconsideration in the municipal court, arguing that it was not required that the fine be paid within the 20 days. That motion was denied.

By order dated October 18, 2016, the circuit court affirmed the decision of the municipal court.

On January 17, 2017, Tjader filed a Notice of Appeal with the circuit court. On February 13, 2017, the municipality filed a motion to dismiss the appeal as untimely filed. The Notice of Appeal had been filed one day late, with Tjader arguing that she believed the circuit court clerk's office was closed on January 16, 2017 in recognition of the Martin Luther King, Jr. Holiday.

On March 13, 2017, Tjader was ordered by the Court of Appeals to provide evidence within 21 days of March 8, 2017 that the circuit court clerk's office was in fact closed on January 16, 2017. Tjader failed to comply with the order and her client's appeal was dismissed by the Court of Appeals as untimely filed. Tjader's representation ended at that time.

Tjader failed to adequately communicate with her client throughout the representation. Tjader failed to respond to client e-mails and phone calls regarding the status of the case, including failing to communicate with her client after the dismissal of his appeal.

Tjader did not comply with the post-representation notice provisions stated in former SCR 20:1.15(b)(4m)b. The provisions allowing for deposit of an advanced fee into a business account, formerly stated in SCR 20:1.15(b)(4m), are now stated in SCR 20:1.5(g), effective July 1, 2016.

On December 5, 2017, OLR sent Tjader a letter, via first class U.S. mail, informing her of the nature of the investigation of her client's grievance. OLR informed Tjader that, pursuant to SCR 22.03(2), she was required to provide a written response by December 28, 2017. The letter further advised Tjader of her duty to cooperate with OLR's investigation under SCR 21.15(4) and SCR 22.03(6). Tjader failed to respond.

On January 9, 2018, OLR sent Tjader a second letter, via first class U.S. mail and certified mail, reminding her of her duty to cooperate with OLR and informing her of the possible consequences of not cooperating, including OLR's Director seeking the suspension of her license for willful non-cooperation. The letter requested a response by January 19, 2018. The certified mail receipt was not returned to OLR, nor was the letter sent via U.S. mail. Tjader failed to respond.

On February 6, 2018, OLR sent Tjader a third letter, via first class U.S. mail and personal service, reminding her of her duty to cooperate with OLR and requesting a response by February 13, 2018.

On February 9, 2018, Tjader was personally served with OLR's letter of February 6, 2018. Tjader failed to respond.

On February 23, 2018, pursuant to SCR 22.03(4), OLR filed a Notice of Motion and Motion Requesting Order to Show Cause, seeking an order requiring Tjader to show cause why her license should not be suspended for her willful failure to cooperate in an OLR investigation concerning her conduct.

On February 26, 2018, the Court ordered Tjader to show cause, in writing, within 20 days why OLR's motion should not be granted.

On March 16, 2016, OLR received from Tjader a response to her client's grievance.

On March 19, 2018, OLR filed a Report of Attorney Tjader's Cooperation, withdrawing its February 23, 2018 motion.

By order dated March 21, 2018, OLR's motion was dismissed.

By failing to timely file her client's appeals at both the circuit court and appellate levels, Tjader violated SCR 20:1.3, which states, "A lawyer shall act with reasonable diligence and promptness in representing a client."

By failing to respond to her client's inquiries regarding the status of his case, Tjader violated SCR 20:1.4(a)(4), which states, "A lawyer shall promptly comply with reasonable requests by the client for information."

By failing to abide by the Court of Appeals March 13, 2017 order, Tjader violated SCR 20:3.4(c), which states, "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."

Upon termination of representation, by failing to provide her client with the notices required under SCR 20:1.5(g)(2), effective July 1, 2016, and formerly stated under SCR 20:1.5(b)(4m)b, Tjader violated SCR 20:1.5(g)(2), which states, "A lawyer who accepts advanced payments of fees may deposit the funds in the lawyer's business account, provided that review of the lawyer's fee by a court of competent jurisdiction is available in the proceeding to which the fee relates, or provided that the lawyer complies with each of the following requirements:...Upon termination of the representation, the lawyer shall deliver to the client in writing all of the following: a. A final accounting, or an accounting from the date of the lawyer's most recent statement to the end of the representation, regarding the client's advanced fee payment with a refund of any unearned advanced fees; b. A refund of any unearned advanced fees and costs; c. Notice that, if the client disputes the amount of the fee and wants that dispute to be submitted to binding arbitration, the client must provide written notice of the dispute to the lawyer within 30 days of the mailing of the accounting;

