

**STATE OF WISCONSIN  
IN THE SUPREME COURT**

---

**IN THE MATTER OF DISCIPLINARY  
PROCEEDINGS AGAINST VICTOR M. ARELLANO,  
ATTORNEY AT LAW;**

**OFFICE OF LAWYER REGULATION,**

**CASE NO. \_\_\_\_\_  
CASE CODE 30912**

**Complainant;**

**VICTOR M. ARELLANO,**

**Respondent.**

---

**COMPLAINT**

---

**NOW COMES** the Office of Lawyer Regulation (OLR) by its undersigned Retained Counsel, and for its complaint for discipline against the respondent, Attorney Victor M. Arellano, alleges as follows:

**Parties**

1. The Office of Lawyer Regulation (OLR) was established as an arm of the Wisconsin Supreme Court to assist in the discharge of the court's constitutional responsibility to supervise the practice of law and protect the public from professional misconduct by attorneys licensed to practice law in Wisconsin. This Complaint is filed pursuant to Supreme Court Rule (SCR) 22.11.

2. The respondent, Victor M. Arellano (Arellano) was admitted to the practice of law in Wisconsin on September 27, 1985. Arellano lists his address with the State Bar of Wisconsin as 1468 North High Point Road, Suite 202, Middleton, WI 53562-3683.

**Regarding Santa Maria**

3. On or about August 1, 1996, Natalia Santa Maria (Santa Maria) retained Arellano to represent her in a divorce matter against her husband, Jesus Lazo (Lazo).

4. Approximately one week after he was retained to work on her divorce, Arellano and Santa Maria commenced a sexual relationship.

5. In 2001, Arellano's sexual relationship with Santa Maria developed into a cohabitation arrangement which continued until August 2005.

6. Although Attorney Thomas Arnot appeared for Santa Maria in the divorce action, In re the Marriage of Natalia Lazo Santa Maria and Jesus Erik Lazo-Jimenez, Dane County Case No. 1996-FA-1446 (Lazo Divorce), Arellano continued to work on the case jointly with Attorney Arnot after he commenced the sexual relationship with Santa Maria.

7. Subsequently, Arellano and Attorney Arnot provided legal services for Santa Maria in a defamation action, Natalia Santa Maria Lazo v. Jesus Erik Lazo-Jimenez, et. al., Dane County Case No. 1997-CV-0861 (Defamation Action).

8. Attorney Arnot discussed with Arellano the result of a handwriting analysis that proved that the Defamation Action was not meritorious.

9. Attorney Arnot withdrew as counsel for Santa Maria in the Lazo Divorce on April 22, 1998.

10. On September 9, 2004, Arellano filed a motion on behalf of Santa Maria seeking a change of custody and placement with respect to D.L., her minor child with Lazo, and other relief in the Lazo Divorce.

11. On October 20, 2004, the court appointed Attorney Margaret Anderson to serve as the Guardian ad Litem (GAL) for D.L.

12. On October 20, 2004, Attorney Mark Borns substituted for Arellano in the Lazo Divorce. After the substitution, Arellano continued to confer with Santa Maria and Attorney Borns regarding the Lazo Divorce.

13. On March 7, 2005, the court entered an order favorable to Santa Maria with regard to placement of D.L.

14. Arellano terminated the cohabitation arrangement with Santa Maria in August 2005.

15. After terminating the cohabitation arrangement with Santa Maria, and in or about August 2005, Arellano telephoned Santa Maria's father in the middle of the night and made crude, insulting and offensive statements about Santa Maria, including descriptions of sexual acts and referring to her as a "puta" or prostitute.

16. In or about September 2005, Arellano sent a disparaging email about Santa Maria to her sister and her cousin using his law firm's equipment and the services of his paralegal. A copy of the email is attached to this complaint as Exhibit 1 and is incorporated herein by reference.

17. In or about March 2006, Arellano contacted representatives of Dean Health Systems, Inc. (Dean), which had retained the services of Santa Maria as an interpreter. Arellano told these representatives that Santa Maria had in her possession prescription pads (impliedly to forge prescriptions).

18. Representatives of Dane County Division of Public Health (DC-DPH) also retained the services of Santa Maria as an interpreter.

19. On or about March 2006, Arellano arranged to deliver, in a law firm envelope, documents to Bobbie Smith, a public health nurse with

DC-DPH, which documents were intended to disparage Santa Maria. Arellano also contacted Smith more than once to make disparaging statements about Santa Maria.

20. Arellano made communications to Ms. Smith of DC-DPH and to representatives of Dean maliciously and with intent to interfere with Santa Maria's contractual relationships with those entities.

21. Santa Maria's contracts with Dean and DC-DPH were terminated in March 2006.

22. On or about March 10, 2006, Arellano made at least 186 telephone calls to Santa Maria in the course of one day.

23. On or about March 14, 2006, Arellano made a report to the Dane County Sheriff's Department accusing Santa Maria of theft by forgery.

24. On or about April 4, 2006, without Santa Maria's consent, Arellano provided the Dane County Sheriff's Department with several of Santa Maria's bank account statements.

25. On May 4, 2006, Arellano sent a letter to Lazo, along with certain enclosures. A copy of the letter with the enclosures is attached to this complaint as Exhibit 2 and is incorporated herein by reference.

26. Criminal charges were filed against Santa Maria on July 14, 2006, in connection with Arellano's accusation of forgery, in State of Wisconsin vs. Natalia Santa Maria, Dane County Case No. 2006-CF-1642 (Criminal Action).

27. On or about November 13, 2006, without Santa Maria's consent, Arellano, through his counsel, provided the Madison Police Department with copies of a confidential Financial Disclosure Statement and an affidavit with a school progress report for D.L. which had been filed in the Lazo Divorce, along with a copy of one of Santa Maria's bank statements.

28. On October 12, 2006, Lazo's attorney, William Abbott, filed a motion in the Lazo Divorce seeking, among other things, to modify the placement order with respect to D.L. (Lazo Motion).

29. Between November 2006 and September 2007, Arellano made or received at least 152 calls on his cell phone to or from Lazo's home phone or Lazo's then cell phone number.

30. In the course of the calls with Lazo, Arellano intentionally and without Santa Maria's consent, provided Lazo with information

adverse to Santa Maria and related to the Lazo Motion seeking to modify placement with respect to D.L.

31. After the termination of his relationship with Santa Maria, and without Santa Maria's consent, Arellano or his agent provided Lazo with a copy of at least one of Santa Maria's bank statements.

32. Arellano provided Lazo with a copy of the bank statement for the purpose of informing Lazo that Santa Maria had filed a false financial disclosure statement in the Lazo Divorce so Lazo could use the information adversely to Santa Maria relative to the Lazo Motion.

33. In or about December 2006, Arellano drafted and gave to Anderson a document bearing the caption of the Lazo Divorce and entitled "Request to Admit." A copy of the Request to Admit is attached to this complaint as Exhibit 3 and is incorporated herein by reference.

34. The Request to Admit drafted by Arellano included seventy-three (73) separate requests to admit to be directed to Santa Maria under Wis. Stat. § 804.11 by Anderson in her capacity as the GAL for D.L.

35. Even though they are drafted for signature by Anderson in her capacity as the GAL for D.L., Arellano drafted the Request to Admit on his own volition and without any request by Anderson.

36. Arellano suggested to Anderson that she serve the Request to Admit upon Santa Maria in the Lazo Divorce.

37. Anderson declined to serve the Request to Admit.

38. The subjects of the Request to Admit included personal information of Santa Maria's obtained by Arellano in the course of his prior representations of her.

39. Arellano neither sought nor obtained Santa Maria's consent to release the information contained in the Request to Admit.

40. In the course of the investigation of the grievance filed by Santa Maria, Arellano made false and misleading statements to OLR, or to OLR's District 9 Committee or members thereof, as follows:

- A. Arellano made an untrue statement that he did not represent Santa Maria in the Lazo Divorce at the outset of the engagement and referred her to Attorney Arnot, and further that he did not represent Santa Maria in the Lazo Divorce until 1998.
- B. Arellano made an untrue statement that he never had any meetings with Attorney Arnot and Santa Maria relative to the Lazo Divorce after Arnot began representing Santa Maria in the action up to the time Arnot withdrew as her counsel.
- C. Arellano made an untrue statement that he did not assist in representing Santa Maria in the Defamation Action.



- D. Arellano made untrue statements that Attorney Arnot would not share information with him about the Defamation Action, that he believed Santa Maria when she indicated the allegedly defamatory letters were forgeries, and that he did not know “what this whole thing was all about” until 2006, after Santa Maria filed an action against him seeking a harassment restraining order.
- E. Arellano made untrue statements that after Attorney Borns took over Santa Maria’s representation in the Lazo Divorce 2004, “I was never privy to any of the information,” that Santa Maria “kept everything very secretive, primarily finances,” and that “I was under the impression until we requested all this information...that she was penniless.”

#### COUNT ONE

41. By commencing a sexual relationship with Santa Maria after she hired him to represent her in a divorce in August 1996, **Arellano violated former SCR 20:1.8(k)(1)(2)<sup>1</sup>, effective prior to July 1, 2007.**

#### COUNT TWO

42. By having at least 152 telephone conversations with Santa Maria’s former husband Lazo and/or Lazo’s wife, subsequent to his

---

<sup>1</sup> **Former SCR 20:1.8(k)(1)(2), effective prior to July 1, 2007, provided in pertinent part:** “(1) In this paragraph: (i) “Sexual relations” means sexual intercourse or any other intentional touching of the intimate parts of a person or causing the person to touch the intimate parts of the lawyer. (2) A lawyer shall not have sexual relations with a current client unless a consensual sexual relationship existed between them when the lawyer-client relationship commenced.”

representation of Santa Maria in post-divorce placement matters adverse to Lazo, when some of those conversations involved ongoing proceedings related to Lazo's motion seeking to modify the physical placement order with respect to his minor child with Santa Maria, **Arellano violated former SCR 20:1.9(b)<sup>2</sup>, effective prior to July 1, 2007, and current SCR 20:1.9(c)<sup>3</sup>.**

### COUNT THREE

43. By providing Lazo with a copy of at least one of Santa Maria's bank statements, for the purpose of indicating to Lazo that Santa Maria had filed a false financial disclosure statement in the post-divorce matter, subsequent to his representation of Santa Maria in post-divorce matters in the Lazo Divorce, **Arellano violated former SCR 20:1.9(b).**

---

2 **Former SCR 20:1.9(b) provided:** "A lawyer who has formerly represented a client in a matter shall not: (b) use information relating to the representation to the disadvantage of the former client except as Rule 1.6 would permit with respect to a client or when the information has become generally known."

3 **SCR 20:1.9(c) provides:** "A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter: (1) use information relating to the representation to the disadvantage of the former client except as these rules would permit or require with respect to a client, or when the information has become generally known; or (2) reveal information relating to the representation except as these rules would permit or require with respect to a client."

#### COUNT FOUR

44. By giving Lazo the May 4, 2006 letter with enclosures subsequent to his representation of Santa Maria in post-divorce matters in the Lazo Divorce, **Arellano violated former SCR 20:1.9(b).**

#### COUNT FIVE

45. By providing Attorney Anderson with 73 proposed requests to admit pertaining to Santa Maria for use in the post-divorce matters in the Lazo Divorce, **Arellano violated former SCR 20:1.9(b).**

#### COUNT SIX

46. By providing to the Madison Police Department, through his attorney, a Confidential Financial Disclosure Statement and an affidavit with her son's school progress report, both of which had been filed by Santa Maria in post-divorce matters in the Lazo Divorce in which Arellano had previously represented her, and by giving bank statements of Santa Maria's to the sheriff's department and police department, **Arellano violated former SCR 20:1.9(b).**

#### COUNT SEVEN

47. By sending a disparaging email about Santa Maria to her sister and her cousin using his law firm's equipment and the services of his

paralegal; by contacting Santa Maria's employer to make negative allegations about her; by repeatedly contacting a co-worker of Santa Maria's to disparage Santa Maria; by delivering to the co-worker's home in a law firm envelope documents intended to disparage Santa Maria; by making at least 186 telephone calls to Santa Maria in the course of one day; and by telephoning Santa Maria's father in the middle of the night in August 2005 to insult his daughter in a crude and offensive manner, including describing sexual acts, **Arellano violated SCR 40.15<sup>4</sup>**.

---

4      **SCR 40.15 provides:**

“The oath or affirmation to be taken to qualify for admission to the practice of law shall be in substantially the following form:

I will support the constitution of the United States and the constitution of the state of Wisconsin;

I will maintain the respect due to courts of justice and judicial officers;

I will not counsel or maintain any suit or proceeding which shall appear to me to be unjust, or any defense, except such as I believe to be honestly debatable under the law of the land;

I will employ, for the purpose of maintaining the causes confided to me, such means only as are consistent with truth and honor, and will never seek to mislead the judge or jury by any artifice or false statement of fact or law;

I will maintain the confidence and preserve inviolate the secrets of my client and will accept no compensation in connection with my client's business except from my client or with my client's knowledge and approval;

I will abstain from all offensive personality and advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause with which I am charged;

I will never reject, from any consideration personal to myself, the cause of the defenseless or oppressed, or delay any person's cause for lucre or malice. So help me God.”

## COUNT EIGHT

48. By making misrepresentations to OLR and to its District 9 Committee or members thereof in the course of OLR's investigation of the Santa Maria grievance, Arellano violated SCR 22.03(6)<sup>5</sup> and SCR 20:8.4(h)<sup>6</sup>.

### Regarding Figueroa-Brito

49. On or about October 11, 2000, Marilyn Figueroa, subsequently known as Figueroa-Brito (Figueroa), filed a Charge of Discrimination (Discrimination Charge) with the Equal Opportunity Employment Commission (EEOC) and the Equal Rights Division of the Wisconsin Department of Workforce Development (ERD) against her former employer, the City of Milwaukee Mayor's Office (City).

50. The Discrimination Charge alleged that between 1995 and 2000, City of Milwaukee Mayor John Norquist, victimized Figueroa by

---

5 **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."

6 **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)."

subjecting her to a pattern of conduct constituting sexual harassment and race discrimination.

51. At or about the time Figueroa filed the Discrimination Charge, Arellano initiated contact with Figueroa by calling her telephone number and leaving voice mail messages. In the messages, Arellano solicited employment as her lawyer in the matter of the Discrimination Charge against the City, identifying himself as an attorney with experience handling cases such as the charge she had filed, and stating that he knew Figueroa from her prior employment, that he had read about the issues with the Mayor's office, and that an acquaintance who was a former employer of hers (prior to the City) encouraged her to contact him.

52. In response to the solicitation, on or about October 23, 2000, Figueroa executed a Contingent Fee Agreement by which Figueroa retained Arellano and his firm, Lawton & Cates, S.C., to represent her relative to the Discrimination Charge against the City.

53. After commencement of their attorney-client relationship, Arellano and Figueroa commenced a sexual relationship, including several acts of sexual intercourse during the course of the representation.

## COUNT NINE

54. By initiating contact with Figueroa, by making one or more unsolicited telephone calls to her, for the purpose of inducing her to hire him to represent her in the Discrimination Charge against the City, **Arellano violated former SCR 20:7.3(c)<sup>7</sup>, effective prior to July 1, 2007.**

## COUNT TEN

55. By commencing a sexual relationship with Figueroa after she hired him to represent her relative to the Discrimination Charge against the City, **Arellano violated former SCR 20:1.8(k)(1)(2).**

### Regarding Garcia

56. Isabel Garcia (Garcia) is a native and citizen of Mexico, and at all times material to this matter was not a U.S. citizen.

57. In the fall of 2005, Garcia met Arellano and they began a dating relationship.

---

<sup>7</sup> **Former SCR 20:7.3(c), effective prior to July 1, 2007, provided:** “A lawyer shall not initiate personal contact, including telephone contact, with a prospective client for the purpose of obtaining professional employment except in the following circumstances and subject to the requirements of Rule 7.1 and paragraph (d): (1) If the prospective client is a close friend, relative or former client, or one whom the lawyer reasonably believes to be a client. (2) Under the auspices of a public or charitable legal services organization. (3) Under the auspices of a bona fide political, social, civic, fraternal, employee or trade organization whose purposes include but are not limited to providing or recommending legal services, if the legal services are related to the principal purposes of the organization. “

58. Garcia has two minor children, E.G. and S.G., with a former husband, Humberto Garica, from whom she was divorced in 1999.

59. Between 2002 and 2004, Garcia was married to Hipolito Cruz, a U.S. citizen.

60. At the time she met Arellano, Garcia was working with an attorney in an effort to obtain an immigrant classification for her as the spouse of an abusive U.S. citizen, which would allow her to lawfully remain in the United States and be eligible for various government benefits in spite of her otherwise expired non-immigrant status.

61. The process of seeking such status requires the filing of an "I-360 Petition for Amerasian, Widow(er) or Special Immigrant" (I-360 Petition) along with supporting documentation to be filed with the Department of Homeland Security, U.S. Citizenship and Immigration Services (INS).

62. In July 2006, Garcia became pregnant and told Arellano that he was the father of her unborn child.

63. In late 2006, Arellano took over for another attorney who had been assisting Garcia and began to provide legal services to Garcia relative to the preparation of the I-360 Petition.



64. The legal work Arellano performed for Garcia relative to the I-360 Petition was performed by him individually and not through his firm, Lawton & Cates, S.C. Arellano used his home address on the petition and performed the work after regular office hours and mostly at Garcia's home. The typing and clerical work on the petition was performed by staff of Lawton & Cates, S.C., who were compensated by Arellano directly in cash.

65. Arellano began work on preparing the I-360 Petition in late 2006 or early 2007, and a number of drafts were created and revised before the petition was finalized and ready to be signed and filed.

66. On March 29, 2007, Garcia gave birth to N.G.

67. On April 20, 2007, Arellano executed the I-360 Petition as the person preparing the form for Garcia as the Petitioner and identified himself as the company or organization filing the petition.

68. By letter dated April 20, 2007, which Arellano prepared for her, Garcia signed and filed with the INS the I-360 Petition and supporting materials that Arellano prepared for her.

69. Arellano incorrectly prepared the I-360 Petition by placing a check mark in Box "j" (Self-Petitioning Child of Abusive U.S. Citizen or Lawful Permanent Resident) of Part 2 (Classification Requested) of the I-

360 form instead of checking Box “i” (Self-Petitioning Spouse of Abusive U.S. Citizen or Lawful Permanent Resident) of Part 2.

70. Part 8 of the I-360 Petition required that the Petitioner supply “Information about the spouse and children of the person this petition is for,” that is, the spouse and children of Garcia.

71. In preparing the I-360 Petition, Arellano included information about Garcia’s two children, E.G. and S.G., with Humberto Garcia, but provided no information about N.G.

72. The affidavit Arellano prepared for Garcia’s signature, which was executed by her on April 20, 2007 and filed with the INS along with the I-360 Petition, also made no mention of N.G.

73. The enclosure letter and supporting materials filed with INS which Arellano prepared referred to Garcia’s “two” children and also referred to E.G. as her “youngest child.”

74. In Part 10 of the I-360 Petition, Arellano signed a statement declaring he prepared the petition and that it was based on all information of which he had knowledge.

75. In early 2007, when Garcia was pregnant with N.G., Garcia's mother asked Arellano about the omission of any information about the expectant child on the I-365 Petition.

76. Arellano told Garcia's mother he did not want to include the information about the expectant child on the I-360 Petition because he was Garcia's attorney, he did not want the state coming after him for support, and they should just wait and he and Garcia would be married after the baby was born.

77. Garcia also spoke with Arellano about the omission of any information about the expectant child on the I-360 Petition. Arellano told her there was no need to list the child because he and Garcia were going to get married and he did not want the government coming after him for child support.

78. On or about May 1, 2007, the INS issued an I-797 notice to Garcia indicating the I-360 Petition had been received and stating that she had established prima facie eligibility for this petition. The issuance of the I-797 notice was not a decision on the merits of the petition.

79. On September 19, 2007, after DNA testing confirmed Arellano's paternity of N.G., a Judgment of Paternity adjudicating Arellano

to be N.G.'s father was entered in In Re the Paternity of NAAG, Dane County Case Number 2007-PA-523PJ.

80. On September 24, 2007, without giving any prior notice to Garcia, Arellano sent a letter to the INS concerning Garcia's I-360 Petition in which he stated: "Please note that I no longer represent [Garcia] and I am hereby notifying you of my withdrawal of representation and assistance in this matter." A copy of the letter is attached to this complaint as **Exhibit 4** and is incorporated herein by reference.

81. Arellano took no steps to protect Garcia's interests in the matter of the I-360 Petition, such as giving Garcia reasonable notice of his withdrawal and allowing time for employment of other counsel.

82. Garcia subsequently retained new counsel who, by letter of November 16, 2007, notified INS of the need to correct the error in Part 2 of the I-360 Petition and to correct the omission in Part 8 of the petition by disclosing N.G. as a child "of the person this petition is for." A copy of the letter is attached to this complaint as **Exhibit 5** and is incorporated herein by reference.

### COUNT ELEVEN

83. By representing Garcia with respect to her I-360 Petition, which petition asked for information about Garcia's children, when he knew at the time of the representation that he was the likely father of N.G., without obtaining Garcia's written consent to the representation, **Arellano violated former SCR 20:1.7(b)<sup>8</sup>, effective prior to July 1, 2007.**

### COUNT TWELVE

84. By advising Garcia not to identify N.G. as a child of Garcia's on the I-360 Petition, by failing to include N.G.'s name on the I-360 Petition, by signing a statement declaring he prepared the petition and that it was based on all information of which he had knowledge, by drafting for Garcia's signature and notarizing her signature on an affidavit which did not mention N.G. and which inaccurately referred to one of her other sons as her youngest son, and by filing the petition with the U.S. Citizenship and Immigration Services, Department of Homeland Security, **Arellano**

---

<sup>8</sup> **Former SCR 20:1.7(b), effective prior to July 1, 2007, provided:** "A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents in writing after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved."

violated SCR 20:1.2(d)<sup>9</sup>, SCR 20:8.4(c)<sup>10</sup>, and former SCR 20:3.3(a)1<sup>11</sup>.

### COUNT THIRTEEN

85. By unilaterally withdrawing from his representation of Garcia relative to the I-360 Petition, and without giving Garcia prior notice and allowing time for employment of substitute counsel, **Arellano violated SCR 20:1.16(d)**<sup>12</sup>.

#### Regarding Weix

86. In April 1991, Estela Weix (“Weix”) hired Arellano as her attorney to represent her in a divorce action, Stephen R Weix v. Estela S. Weix, Dane County Case No. 88-FA-1604 (Weix Divorce Action).

---

9 **SCR 20:1.2(d) provides:** “A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.”

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

11 **Former 20:3.3(a)1 provided:** “A lawyer shall not knowingly make a false statement of fact or law to a tribunal.”

12 **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.”

87. After commencement of the representation of Weix, Arellano commenced a sexual relationship with her that continued during his representation of her. The relationship terminated in 1994.

88. By September 29, 2007, Arellano had reason to believe that Santa Maria, Garcia, and/or Figueroa or possibly another woman with whom he had had a long sexual and cohabitation relationship had filed or were likely to file grievances against him with OLR.

89. On September 29, 2007, Arellano called Weix from his cell phone to her home phone and spoke with her for approximately 20 minutes.

90. In the course of his 20-minute telephone conversation with Weix, Arellano told Weix that if she was called by any investigators, or by any of the women he had reason to believe had filed or may file grievances against him with OLR, Weix should not speak with them, or she should hang up, and let Arellano know that she had received such a call.

#### **COUNT FOURTEEN**

91. By calling Weix on September 29, 2007 and telling her not to speak with any investigators, or to hang up if called, and not to speak with any of the women who he had reason to believe had filed or may file

grievances against him with OLR, Arellano violated SCR 21.15(4)<sup>13</sup>, SCR 22.03(6), SCR 20:8.4(h), SCR 20:8.4(a)<sup>14</sup>, SCR 20:8.4(f)<sup>15</sup>, and applicable Court decisions.

**WHEREFORE**, OLR requests that Attorney Victor M. Arellano be found in violation of Supreme Court Rules as alleged in Counts One through Fourteen of this complaint; that the Court revoke Arellano's license to practice law in Wisconsin; and that the Court order such other and further relief as may be just and equitable, including an assessment of the costs of this proceeding against him.

---

13 **SCR 21.15(4) provides:** "Every attorney shall cooperate with the office of lawyer regulation in the investigation, prosecution and disposition of grievances, complaints filed with or by the director, and petitions for reinstatement. An attorney's wilful failure to cooperate with the office of lawyer regulation constitutes violation of the rules of professional conduct for attorneys."

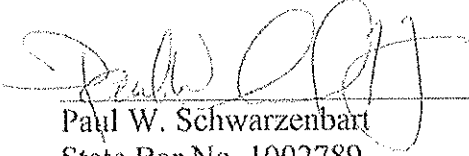
14 **SCR 20:8.4(a) provides:** "It is professional misconduct for a lawyer to: violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another."

15 **SCR 20:8.4(f) provides:** "It is professional misconduct for a lawyer to: violate a statute, supreme court rule, supreme court order or supreme court decision regulating the conduct of lawyers."



Dated this 28<sup>th</sup> day of February 2011.

**OFFICE OF LAWYER REGULATION  
Complainant**

  
\_\_\_\_\_  
Paul W. Schwarzenbart  
State Bar No. 1002789  
Retained Counsel

Mailing Address:  
One West Main Street  
P.O. Box 2189  
Madison, WI 53701-2189  
(608) 256-9046