

State of Minnesota  
County of Hennepin

District Court  
4th Judicial District

Prosecutor File No.  
Court File No.

17A05491  
27-CR-17-29097

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**State of Minnesota,**

Plaintiff,

vs.

**RONALD RESNIK DOB: 11/29/1950**

750 Otto Ave.  
Unit 2213  
St. Paul, MN 55102-3203

Defendant.

**COMPLAINT**

Summons

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The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

**COUNT I**

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(5), 609.52.3(3)(a)  
Maximum Sentence: 5 YEARS AND/OR \$10,000  
Offense Level: Felony

Offense Date (on or about): 05/27/2015

Control #(ICR#): 15022977

Charge Description: That on or about May 27, 2015 through November 26, 2015, in Hennepin County, Minnesota, RONALD RESNIK obtained property or services from multiple former clients by swindling them using artifice, trick, device or other means, and the property or services had an aggregate a value of more than One Thousand Dollars (\$1,000.00) but less than Five Thousand Dollars (\$5,000.00).

**COUNT II**

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(2), 609.52.3(5)  
Maximum Sentence: 10 YEARS AND/OR \$20,000  
Offense Level: Felony

Offense Date (on or about): 11/27/2015

Control #(ICR#): 15022977

Charge Description: That on or about November 27, 2015 through May 26, 2016 , in Hennepin County, Minnesota, RONALD RESNIK obtained property or services from multiple former clients by swindling them using artifice, trick, device or other means, and the property or services had an aggregate a value of more than Five Thousand Dollars (\$5,000.00) but less than Thirty-Five Thousand Dollars (\$35,000.00).

### COUNT III

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(2), 609.52.3(5)

Maximum Sentence: 10 YEARS AND/OR \$20,000

Offense Level: Felony

Offense Date (on or about): 05/27/2016

Control #(ICR#): 15022977

Charge Description: That on or about May 27, 2016 through November 26, 2016, in Hennepin County, Minnesota, RONALD RESNIK obtained property or services from multiple former clients by swindling them using artifice, trick, device or other means, and the property or services had an aggregate a value of more than Five Thousand Dollars (\$5,000.00) but less than Thirty-Five Thousand Dollars (\$35,000.00).

### COUNT IV

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(2), 609.52.3(5)

Maximum Sentence: 10 YEARS AND/OR \$20,000

Offense Level: Felony

Offense Date (on or about): 11/27/2016

Control #(ICR#): 15022977

Charge Description: That on or about November 27, 2016 through May 26, 2017, in Hennepin County, Minnesota, RONALD RESNIK obtained property or services from multiple former clients by swindling them using artifice, trick, device or other means, and the property or services had an aggregate a value of more than Five Thousand Dollars (\$5,000.00) but less than Thirty Five Thousand Dollars (\$35,000.00).

## STATEMENT OF PROBABLE CAUSE

Your complainant, Patrick McCarthy, is an Investigator with Ramsey County Attorney's Office. In that capacity, complainant has investigated the circumstances of this case and discovered the following facts that establish probable cause to believe that RONALD RESNIK (DOB: 11/22/1947), swindled 12 former clients out of more than \$44,000. The investigation revealed that Defendant tricked clients into giving him money as a retainer for work he agreed to do on their cases. Instead of treating the money as retainer funds, however, he deposited it into his personal account and spent it without doing any work. The investigation further showed that Defendant then lied to the clients about their cases and work he claimed to have completed. Defendant cheated his clients out of their money by not keeping it in his trust account, by making false statements about their cases, and by not returning their money to them when they discovered that he had done no work on their cases.

### I. Defendant's Disbarment

Defendant was an attorney in the State of Minnesota from October 21, 1977 until his disbarment on December 15, 2016. Defendant was well aware of how to properly handle client funds as he had repeatedly faced discipline for mishandling his clients' money. Defendant was first subject to disciplinary action by the Minnesota Office of Lawyers Professional Responsibility ("OLPR"), on August 22, 2001. On that occasion, Defendant agreed to private probation by the OLPR for comingling personal funds in his trust account and using client funds from his trust account to pay for personal expenses. Defendant was then admonished by the OLPR on August 11, 2011, for not properly separating client funds from personal funds. On April 16, 2013, Defendant agreed to another admonition by the OLPR for a number of violations related to his handling of client funds, including failing to deposit retainer fees into his trust account and attempting to charge a flat fee without a written agreement.

Beginning in 2014, the OLPR began to receive complaints that Defendant was cheating his clients out of money. These clients reported similar dealings with Defendant. They would go to him for help with a legal issue – child custody, divorce, civil actions, criminal defense, etc. Defendant would demand a retainer of about \$1,500 up front, but would never provide a written retainer agreement. Defendant would then ask for more and more money, while at the same time claiming that court dates were moved, that depositions were needed, or that motions had been drafted. The clients, however, eventually learned that Defendant had lied to them about court dates, had never filed motions, had never scheduled or taken depositions, and had done little to no work on their cases. When they demanded their money back, Defendant promised to do so but almost never did. Defendant did not return the money to his clients because he had taken it for himself by depositing it directly into his personal account and spending on personal items.

As early as 2014, Defendant knew that his clients were filing complaints about his actions because each time a new complaint came in the OLPR sent a copy of the complaint to Defendant and requested a response. Over the course of 2014 and 2015, over a dozen complaints were filed against Defendant related to the way he handled client funds and failed to pursue his clients' cases. Then, on April 27, 2016, the OLPR filed charges of unprofessional conduct against Defendant based on 12 client complaints. Defendant was served with a copy of the charges and wrote the OLPR on April 29, 2016, acknowledging the seriousness of the allegations. On June 20, 2016, the OLPR filed a Petition for Disciplinary Action ("Petition") against Defendant with the Minnesota Supreme Court. The Petition laid out in detail how Defendant had repeatedly violated the Minnesota Rules of Professional Conduct in his dealings with client funds. The OLPR prepared a Supplemental Petition in October 2016, in which it detailed Defendant's actions in regard to 2 additional clients. The Petition and Supplemental Petition asserted, among other things, that Defendant failed to properly communicate the basis of his fees to his clients, failed to provide an accounting of the fees to his clients, and failed to return unearned fees to his clients.

On October 14, 2016, Defendant signed a Stipulation for Disciplinary Action in which he agreed to the “immediate disposition” of the case. He unconditionally admitted all allegations against him and he “join[ed] in recommending that the appropriate discipline is disbarment.” The stipulation was filed with the Minnesota Supreme Court on October 24, 2016. In negotiating the terms of the stipulation, Defendant asked the OLPR to agree that he could practice law for some additional time. The OLPR explained to Defendant that the agreement was for immediate disbarment and that the Supreme Court could issue an order disbaring any day following the filing of a stipulation for discipline.

On December 15, 2016, the Minnesota Supreme Court approved the jointly recommended disposition and formally disbarred Defendant. In its order, the Supreme Court noted that: “[Defendant] made false statements to clients, opposing counsel, and the court regarding the work he had performed; failed to provide competent representation; failed to diligently pursue client matters; failed to keep the clients reasonably informed about the status of their cases; failed to return unearned fees; and failed to account for fees.”

## II. Defendant’s Office Operations and Handling of Fees

At the time of his disbarment, Defendant had an office at 6300 Shingle Creek Parkway, Minneapolis, Hennepin County, Minnesota. He shared the office with another attorney and he employed a legal secretary who worked 2-3 hours per day. Defendant’s legal secretary explains that throughout 2016 and continuing after his disbarment Defendant’s law practice was largely unchanged. When clients came in seeking legal advice, he took their money but did not give them written retainer agreements. He did not track his hours and he did not send his clients invoices.

The retainer fees that Defendant was taking from his clients were unearned fees that Defendant knew were supposed to be kept in his attorney trust account. There are obvious reasons why unearned fees need to be kept in a trust account. If, for example, the client decides to drop the case, or chooses to get a different lawyer, or the work takes less time than predicted, then the attorney will need to return any unearned portion of the retainer. Defendant knew the money he was taking from his clients were unearned fees and he knew how he was supposed to handle that money. He had a trust account that he had properly used in prior years. Moreover, on at least three occasions since 2001, he was disciplined by the OLPR for not properly handling client funds. In addition, each year when Defendant renewed his license to practice law he certified that he had a trust account and he claimed that he was complying with Minnesota Rules of Professional Conduct, Rule 1.15. This rule requires lawyers to keep client funds in a trust account and to provide clients with a written invoice before drawing their funds from that account.

In addition, as is laid out in the disciplinary petitions file by the OLPR, Defendant’s dealings with his clients demonstrate that he was aware of his legal obligations in regard to client funds. For example:

- J.H. hired Defendant to help him with a contract dispute in April 2012, and he paid Defendant a \$1,500 retainer fee. Defendant did no work on the case and then refused to return the money. In communications with the OLPR in June 2014, Defendant was informed that retainer fees are required to be “placed in your trust account.” Defendant later unconditionally admitted to the OLPR that he knowingly made false statements to J.H. about the work he had done and that he had failed to return unearned fees to J.H.
- C.C. hired Defendant in July 2012 to work on her divorce. On August 30, 2012, Defendant sent C.C. a bill for legal services which showed work totaling \$387.50, and \$2,112.50 of the retainer remaining. Over the coming months, Defendant falsely told C.C. that he had filed a petition, lied to C.C. about the progress of her case, and tricked her into paying him a total of \$7,310. Defendant later admitted to the OLPR that he did not deposit her advance fee payments into his trust account and that he made false statements about work he had done on her case.
- C.M. hired Defendant in November 2014 to help him in a child support action. C.M. gave Defendant a

\$2,500 retainer. Defendant lied to C.M. about a hearing being rescheduled and, when neither C.M. nor Defendant appeared at the hearing, the court issued an order directing C.M. to increase his child support payments. Defendant never told C.M. about the order, and indeed, continued to lie to C.M. about fictional rescheduled court dates. Eventually, C.M. found out what had happened and he promptly fired Defendant and demanded a return of his retainer money. Defendant refunded \$2,000 of the \$2,500 and admitted to the OLPR that he had charged fees for which he did little or no work, failed to refund the full retainer, and made false statements to C.M. about the progress of the case.

This investigation revealed that despite knowing how he was supposed to treat client funds, and despite telling his clients the money they were giving him was a retainer for future work, Defendant would steal his clients money by depositing it into his personal account and spending it without doing any work for the clients.

### III. Defendant's Finances

Defendant filed for bankruptcy on April 24, 2015. In the petition, he listed over \$700,000 in debt, including \$350,000 owed to two former clients who prevailed in legal malpractice lawsuits against him. Around the same time that he filed for bankruptcy, Defendant stopped depositing client funds into his trust account and instead began to steal his client's money by depositing it directly into his personal account and using it without earning the money. Indeed, between May 13, 2015 and January 6, 2017, there were three deposits of client retainer funds into the trust account, totaling \$7,015. During this same time period there were hundreds of deposits of client funds into his personal bank account, totaling well over \$200,000.

Prior to May 13, 2015, Defendant generally deposited client retainer funds into his trust account and appeared to keep the money there until he had earned it by doing work on the client's case. For example, on January 16, 2015, Defendant wrote himself two checks from his trust account. Each was for \$400 with the memo lines stating "Fees earned / Thompson" and "Fees earned / Andrews." He also provided at least one refund check from this account, writing a \$1,500 check to a former client on November 16, 2016, with a memo line stating "full refund." Defendant also did many web transfers and the account statements show dozens of \$200, \$300, and \$500 transfers from his trust account to his personal account from January through April 2015. This activity is consistent with Defendant paying himself with client funds as he earned the fees. Following May 13, 2015, however, that activity totally stops and instead Defendant starts putting all client funds into his personal account and spending it without regard for his earning the money.

In October 2016, Defendant began making large transfers back and forth between his personal account and his trust account. It is important to note that around this same time Defendant was talking with the OLPR about the many complaints filed against him in relation to how he was treating client funds. Indeed, in the months leading up to October 2016, the OLPR had repeatedly requested that Defendant provide records from his trust account showing that he was properly handling client money. The transfers back and forth between his personal account and trust account to roughly correlate with checks from clients that Defendant deposited into his personal account. But, they are not consistent with Defendant having earned the fees. The typical pattern was for Defendant to deposit client funds into his personal account and soon thereafter transfer a roughly equal amount into his trust account. Then, as he needed money in his personal account to cover personal expenses, he simply transferred the money back. These transfers were totally unrelated to any work that Defendant did on his client's cases.

As quickly as Defendant deposited client funds into his personal account he used their money for personal purchases. He spent the money on rent, travel, insurance, payments to his ex-wife, and other personal purposes. When Defendant would ask his client's for more money, the request had nothing to do with work he performed for them and instead was related to his need for money to cover personal expenses. An example helps to illustrate this point. The full details of Defendant's actions in regard to M.J. (Victim 9) are

detailed below. In regard to how he spent her money, Defendant took a \$2,000 retainer from M.J. on April 7, 2016. He deposited the money into his personal bank account, despite telling M.J. it was retainer money. On April 12, 2016, without doing any work on M.J.'s case, Defendant used M.J.'s money to pay \$1,300 in spousal support payments and on April 14, 2016, he used the remaining \$700 as part of a payment to Wells Fargo Mortgage. The next day, April 15, 2016, he lied to M.J. about needing additional money and tricked her into paying him an additional \$4,000, which he again deposited into his personal account. He used that money to pay \$1,440 in rent for his law office, to make an additional \$1,300 in spousal support payments, and to make personal purchases at clothing stores and restaurants. During the entire time that he was spending M.J.'s money, he did no work on M.J.'s case and lied to her about why he needed the money.

## V. Thefts Charged In This Case

As explained above, Defendant was disbarred because of he cheated 14 clients out of money, failed to diligently pursue their cases, and otherwise acted unethically. This investigation revealed nearly 40 other victims of Defendant's thefts, including the 14 whose stories led to his disbarment. This case is based on Defendant's cheating of the following clients.

- Victim 1 – (J.C.): J.C.'s daughter was arrested on December 22, 2016 in Carver County and was charged with several felonies the next day. Bond was set at \$100,000 and she was held in Carver County Jail when, on December 26, 2016, J.C. met with Defendant in his office in Hennepin County. Defendant had been disbarred 11 days earlier, and he lied to J.C. about being able to represent her daughter in the case. Knowing that he could not represent J.C.'s daughter in the criminal case, and knowing that J.C.'s daughter was in jail, he took \$2,000 from J.C. as a retainer. A bail hearing was set for December 30, 2016, but Defendant did not attend. Instead, Defendant advised J.C. in a text message that at the bail hearing her daughter "should also NOT tell the crt that she has a lawyer .. (the crt won't know..) .. I don't want them to think she has all this money to hire an attorney." He also continued to pretend that he would be able to represent J.C.'s daughter in the case, writing "I need the time to do my due diligence and thoroughly investigate the case." The hearing was held, with J.C.'s daughter appearing pro se. Bail was reduced to \$10,000 and J.C. went to a bail bondsmen to get her daughter out of jail. The bail bondsman told J.C. that Defendant had been disbarred and when she confronted Defendant with this information he said that he would refund her money but he has never done so. J.C. was forced to hire another lawyer for her daughter, who formally appeared in the matter on January 5, 2017.

In total, Defendant tricked J.C. into paying him \$2,000 by leading him to believe he was a lawyer and withholding information about the fact he had cheated other clients and was disbarred because of it. Defendant used the money he obtained from J.C. to pay rent on his law office space and to cover his spousal maintenance fees.

- Victim 2 – (P.B.): On November 10, 2016, acting pro se, P.B. and his then-wife prepared and signed the necessary documents to commence a divorce proceeding. P.B.'s wife paid the \$405 filing fee and filed the documents to commence the proceeding. P.B. decided to consult an attorney and he met with Defendant on or about November 11, 2016. Defendant did not inform P.B. that he had agreed to be disbarred the prior month and that he was facing immediate disbarment. Defendant knew he would not be able to represent P.B. in the divorce case, but he convinced P.B. to pay him a \$1,500 retainer. Defendant knew he was supposed to deposit the retainer payment into his trust account, but he instead put the money into his personal bank account and immediately spent it on personal purchases. The same day that he took \$1,500 from P.B. he paid \$1,300 to his ex-wife in spousal maintenance.

Just days before the Supreme Court issued the disbarment order, on December 13, 2016, Defendant lied to P.B. about needing \$400 to pay the filing fee for the case. The filing fee was already paid by P.B.'s wife.

P.B. paid him the money and Defendant deposited it into his personal account. The following day he spent over \$300 at Abercrombie & Fitch.

On December 20, 2016, Defendant wrote P.B. an email requesting an additional \$500 toward his “retainer fee.” Defendant had been formally disbarred five days earlier and instead of telling P.B. about the disbarment and returning the \$1,900 that P.B. had already paid him, Defendant told P.B. to pay him \$500 more “by the end of the week.” When P.B. asked what the additional money was for Defendant told him “[r]elax ... just get some more fees as soon as possible” and claimed the money was needed because he needed to prepare for an upcoming court appearance. In the coming days, Defendant practiced law without a license by contacting another attorney about continuing a hearing in P.B.’s case. On January 5, 2017, P.B. paid Defendant an additional \$500. Defendant immediately deposited that money into his personal account and used it to cover personal expenses such as health insurance premiums and online purchases.

In total, Defendant tricked P.B. into paying him \$2,400 by leading him to believe he could represent him in the divorce proceeding, by depositing the retainer money into his personal account and spending it without earning it, and by lying to P.B. about the progress of the case.

- Victim 3 – (J.K.): J.K. retained Defendant in May 2016 in connection with a custody dispute and over the next 9 months Defendant took over \$16,800 from him. J.K. explains that Defendant was constantly asking for more money but never explained what the money was for. In communications with J.K., Defendant referred to the money J.K. was paying him as a retainer but Defendant did not track his hours, did not keep the money in his trust account, and did not provide J.K. with invoices stating how the money was being disbursed. Instead, Defendant took the money from J.K. and deposited it into his personal bank account and spent it on personal items without any regard for work he did on J.K.’s case. On October 24, 2016, Defendant filed a lawsuit in Minnesota seeking to establish paternity, custody, and parenting time. J.K.’s ex-wife, however, had filed the same type of suit in Montana on June 29, 2016. Since the suit in Montana was filed months earlier, and since the child had been living in Montana for months before the Minnesota suit was filed, the Minnesota case was dismissed and the child custody proceeding went forward in Montana.

Even after he agreed to be disbarred, and knowing he would lose his license any day, Defendant continued to take money from J.K., knowing he would not be able complete the case. On November 2, 2016, Defendant convinced J.K. to pay him \$5,000. Defendant deposited that money into his personal account, transferred some of it back and forth between his personal account and trust account, and then ultimately spent it on personal items.

Defendant knew that the money J.K. gave him was retainer money, and he knew he was supposed to keep it in his attorney trust account. Instead, each time J.K. gave him a check, Defendant immediately deposited the money into his personal account and spent it on personal items. When Defendant demanded more money from J.K. it had nothing to do with any work that Defendant was doing on J.K.’s case and had everything to do with Defendant needing more money to cover his personal obligations. In total, Defendant stole \$16,800 from J.K. by lying to him about treating his money as retainer funds, while at the same time doing very little work on J.K.’s case, lying to J.K. about the progress of the case, not tracking his hours, and not providing J.K. with an invoice of any kind.

- Victim 4 – (A.K.): In November 2016, A.K. met with Defendant in regard to a dispute she was having with the contractor who built her garage. Defendant did not tell A.K. that he had agreed to be disbarred the month before and did not inform her that he would be disbarred any day. Instead, he told her he would take the case and directed her to give him \$1,000 as a retainer. Over the next month, Defendant had A.C. pay him an additional \$1,000 in retainer fees. A.K. asked Defendant to provide bills for where the money was

spent, but Defendant never did so. Defendant took the money from A.K. and deposited it into his personal account and spent it on personal purchases, with no regard for the work he actual did on her case.

Indeed, Defendant did very little work on A.K.'s case. Defendant did not track his hours, did not provide A.K. with a written explanation of his fees, and never prepared an invoice of any kind laying out the work he did on the case. A review of A.K.'s communications with Defendant shows that he drafted a short letter to the contractor demanding \$50,000. In response, the contractor offered about \$26,000 to settle the matter. Defendant then drafted another short letter and had a brief conversation with an insurance adjuster. He did no other work on the case. On December 15, 2016, the day that Defendant was disbarred, he wrote a letter to A.K. telling her that if payment was not received that day he would "finish drafting our lawsuit, and get it done as soon as possible and get him served." On December 21, 2016, a settlement check payable to A.K. in the amount of \$28,709.91 was mailed to Defendant. Defendant never told A.K. about this check and to date that check has not been cashed. A.K. reached out to Defendant on several occasions in late December and early January asking about the status of the case. Defendant told her he was out of town or otherwise unavailable to discuss the case. Defendant did not tell A.K. that the contractor had mailed a settlement check, and did not tell her that he had been disbarred.

In total, Defendant tricked A.K. into paying him \$2,000 in retainer fees. He did not, however, treat the money as a retainer and instead immediately deposited it into his personal account and spent it. He then lied to A.K. about the progress of her case and never provided her with an accounting of how her money was spent. Nor did he ever inform her that he was going to be disbarred, and after the disbarment was official, he did not inform her that he was no longer an attorney.

- Victim 5 – (P.L.): On October 10, 2016, P.L. met with Defendant in his office seeking legal assistance at a child custody hearing set for November 16, 2016. Defendant told P.L. that she needed to pay a \$2,500 retainer. P.L. could not afford that amount but she commenced a fund raising effort. In an effort to entice her into hiring him, Defendant emailed P.L. on October 13, 2016 and stated he might accept \$1,500 for the retainer and told her that even if she got him the money just a few days before the November 16, 2016 hearing he would take the case.

By November 13, 2016, P.L. had managed to raise \$1,000 and she emailed Defendant asking if that was enough and reminding him there was a court appearance on November 16, 2016. Defendant told her to bring him the money right away. P.L. brought Defendant the money on November 14, 2016. At no point did Defendant tell P.L. that he had agreed to be disbarred nor did Defendant tell P.L. that his disbarment would become official as soon as the Supreme Court issued its order. Defendant also lied to P.L. about being able to attend the November 16, 2016 hearing. Despite knowing that he would not be able to represent P.L. in the child custody case, he took P.L.'s retainer money, which he promptly deposited into his personal account.

Despite having told P.L. that he would be able to attend the November 16, 2016 hearing, Defendant wrote to the Court and asked for it to be adjourned. The request was not granted and the hearing proceeded without anyone appearing on behalf of P.L. A new court date was set for January 11, 2017, in Duluth, St. Louis County, Minnesota. The Court issued an order on November 28, 2016, which included a notation that P.L. had retained an attorney and setting a deadline by which she had to file a motion to contest the adoptive placement which the Court was considering. On November 29, 2016, Defendant filed a boilerplate notice of motion stating simply that P.L. wanted to have custody of the children. The notice stated that it would be heard on January 11, 2017. When Defendant was formally disbarred on December 15, 2016, he did nothing to inform P.L. that he could not represent her at the upcoming hearing.

Instead, on January 10, 2017, the day before the hearing, Defendant's secretary emailed P.L. and told her Defendant was sick and not able to attend the hearing. Via this email, Defendant told P.L. to attend the



hearing without him and said “the court will know why you are there.” He provided no other information about the case or what to expect at the hearing. Defendant also emailed the Court about not attending the hearing and they emailed him back stating they knew he had been disbarred. Only after finding out the court knew about his disbarment did Defendant send a text message to P.L. and tell her he had been disbarred.

Defendant did not do any of the work that would have been required for P.L. to gain custody of the children. He did not arrange for a home study of her house nor did he file the appropriate motions. As such, the Court denied P.L.’s motion and permanently placed the children in an adoptive house.

In total, Defendant tricked P.L. into paying him a \$1,000 retainer and then failed to treat the money as a retainer. He did not track his time, did not communicate with P.L. as to the basis of his fees, and did not provide an accounting of where her money was spent. Defendant also lied to P.L. about his ability to represent her and took the case knowing that he would be disbarred any day.

- Victim 6 – (B.S.): B.S. hired Defendant to help with a child custody issue and she paid him a \$1,500 retainer fee on May 26, 2015. Defendant told B.S. the money was a retainer fee and he promised to send her a written retainer agreement for her review. Instead of treating the money as a retainer fee, however, Defendant deposited it into his personal bank account and spent it without doing any work on B.S.’s case. The same day he deposited B.S.’s money into his personal bank account he paid \$429 to cover tax debt, the next day he purchased clothing at J. Crew and paid his electricity bill, and in the following days he rented a car and paid his gym membership.

Defendant never sent a retainer agreement to B.S., and on June 23, 2015, after a month of seeing no retainer agreement and no progress on her case, B.S. fired Defendant and demanded that he return her retainer money. On that same day, Defendant told B.S. he would “send a check” and then on June 29, 2015, he indicated that he “fully intend[s] to send [] a check.” Defendant never did send a check and never provided B.S. with an accounting of work on the case. After he did not return her retainer money, and after she complained to the OLPR, Defendant for the first time claimed that he spent 5.2 hours working on her matter. Even if it was true that Defendant spent 5.2 hours conducting legal research and dictating legal documents, as he claimed, he still swindled B.S. out of her money because he lied to her about keeping the money in his trust account when he actually put the money in his personal bank account and spent it without regard to the work he did on the case.

Defendant later admitted to the OLPR that he did not keep B.S.’s funds in his trust account, that he failed to return unearned fees to her, and that he failed to diligently pursue representation on her behalf.

- Victim 7 – (B.M.): On January 31, 2017, more than a full month after he was disbarred, Defendant signed up a new client. B.M. went to Defendant seeking help enforcing child visitation rights and collecting money from his ex-wife. B.M. went to Defendant because Defendant had handled his divorce for him. Defendant took the \$500 from B.M. and agreed to get a court date set right away. At the time he took this money from B.M., Defendant knew he was no longer a lawyer and he knew he could not represent B.M. in any legal matter. Defendant swindled B.M. into giving him the money by leading him to believe he could represent him and by putting the money into his personal bank account and spending it on personal items without doing any work for B.M.

- Victim 8 – (S.K.): In 2010, S.K. retained Defendant to get several criminal convictions expunged from his record. Several months later, Defendant lied to S.K., telling him that he had done the work and that the convictions were expunged, despite the fact that Defendant had not yet filed petitions to expunge the convictions. S.K. lost a lucrative business deal because the convictions had not been expunged. Defendant then lied to S.K. about what happened, stating that Anoka County had failed to properly update their

records. Defendant gave S.K. a letter, supposedly from an Anoka County judge, explaining that the court had made a mistake. This letter was fake as no such document was ever produced by Anoka County. Defendant took the lies even further, telling S.K. that he filed a lawsuit against Anoka County. Over the next several years, Defendant told S.K. elaborate lies concerning this fictitious lawsuit. For example, he told S.K. that he had a secret meeting with a retired Anoka County judge and he told S.K. he reported the incident to the "Minnesota judicial board."

Defendant's lies to S.K. about what happened with the Anoka County expungement and the fictitious lawsuit stopped S.K. from taking action against Defendant for his malpractice and also enticed S.K. into seeking Defendant's assistance in other legal matters. For example, S.K. paid Defendant a \$500 retainer on August 25, 2015 to represent him in a criminal case. A court date was set for August 31, 2015, and Defendant had S.K. pay him another \$500 on that date. Defendant deposited both checks into his personal account and spent them on personal items without doing any work on the criminal case. When S.K. arrived at court on August 31, 2015, however, he learned from the clerk that the criminal case had been dismissed. Court records show the case was dismissed on August 27, 2015 and that Defendant was notified of the dismissal. Despite the fact Defendant did no actual work on the case, he failed to return any of the retainer money.

On February 23, 2016, Defendant sent an email to S.K. in which he claimed that Anoka County had "awarded 20,000" for the expungement lawsuit. Of course, there was no award of money because the lawsuit did not exist. Defendant continued to lie to S.K. about this fictional settlement award, stating that it took at least 60 days to get the money, then making up an appeal, and then claiming he had to go through a collections process. Even after he was disbarred, Defendant continued to lie to S.K. about the fictional lawsuit. On December 28, 2016, Defendant told S.K. that the money should arrive any day. Then on January 31, 2017, he told S.K. the money would arrive by March 3.

These lies about the fictional settlement money enticed S.K. into bringing even more work to Defendant. On November 21, 2016, S.K. paid Defendant a \$600 retainer to handle a bankruptcy matter for his fiancé. Defendant took that money and deposited it into his personal bank account and spent it without doing any work on the case. At the time he took this money, he did not tell S.K. or his fiancé that he had agreed to be disbarred and that the disbarment would be official any day. Defendant knew he would not be able to represent S.K.'s fiance in the bankruptcy, but he convinced S.K. to pay him anyway.

On March 9, 2017, S.K. learned that Defendant had been disbarred. He immediately contacted Defendant who admitted he had been lying to S.K. for years. Defendant wrote "I fucked up, I lied to you. There is no lawsuit, there is no money." Defendant also tried to convince S.K. to not speak to criminal investigators, telling him "if you do this for me ... don't call these people ... I'll just start making you payments."

In total, Defendant tricked S.K. into paying him \$1,900.

- Victim 9 – (M.J.): M.J.'s son was involved in fight in March 2016 and she was concerned he might be criminally charged. M.J. met with Defendant in late March 2016 to talk about the possible criminal charges. Defendant enticed M.J. into paying him a \$2,000 retainer fee at that first meeting by convincing her that criminal charges were certain. Defendant took this retainer money and deposited it into his personal bank account despite the fact he had done no work on the case. Defendant then made repeated false statements to M.J. leading her to believe that criminal charges would be filed. For example, Defendant claimed that an Assistant Stearns County Attorney told him that charges would be filed. At the same time, Defendant told M.J. to pay her additional retainer money and she ultimately sent him an additional \$5,000. Despite telling M.J. that he would treat her money as a retainer, Defendant stole the money by depositing it directly into his personal bank account. Defendant then spent the money, as detailed above, having done no work on the non-existent criminal case.

On October 6, 2016, six months after paying Defendant \$7,000 in retainer money and with no criminal charges filed, M.J. brought up to Defendant the return of her money. She did not demand repayment, but rather asked for his advice on when they can assume there wouldn't be charges and she could get her money back. Defendant responded on October 26, 2016, stating that he had called the prosecutors to inquire as to the case and that he thought it was "prudent" to wait. He did not tell M.J. that he had agreed to be disbarred 12 days earlier, that the disbarment would be official as soon as the Supreme Court issued its ruling, and that we would be unable to represent her son even if charges were filed. He led M.J. to believe he still had her money in his trust account when in reality he had spent it months earlier.

In March 2017, M.J. contacted Defendant and told him she had just heard he was disbarred. She asked him to return her money stating that it was a full year with no criminal charges and that she wanted to use the money to help her son pay down his college debt. Defendant did not respond and did not return any money to M.J. No criminal charges were ever filed against M.J.'s son.

- Victim 10 – (L.A.): L.A. was charged with several misdemeanor offenses in the summer of 2016. L.A. met with Defendant about representing him in those matters and L.A. retained him. Defendant appeared at a hearing on behalf of L.A. on November 1, 2016, and a new hearing date was set for January 24, 2017. Defendant did not tell L.A. that he had agreed to be disbarred on October 14, 2016, and did not inform him that he could no longer represent him since he would be disbarred any day. Defendant was formally disbarred on December 15, 2016, and he did not inform L.A. that he could no longer represent him in the criminal matters. Instead, on December 18, 2016, he contacted L.A. to demand more money, claiming the funds were needed to prepare for a January 24, 2017 hearing. L.A. and his family paid Defendant an additional \$1,000 and Defendant deposited it into his personal account on December 19, 2016, despite the fact he had not yet earned the fees. Within days of depositing this money into his personal account he spent it, paying several bills, writing a paycheck to his legal secretary, and on other personal debts and purchases.

After L.A. and his family found out about the disbarment they confronted Defendant and demanded that he return their money. Defendant never responded to their request for an explanation and never returned their money. In total, Defendant stole at least \$1,000 from L.A. by taking a legal retainer fee from him after he was disbarred.

- Victim 11 – (R.L. & M.G.): R.L. and her daughter M.G. met with Defendant in September 2016. They wanted to gain custody of M.G.'s grandson, and Defendant told them he could help. Defendant took a \$1,500 retainer fee from them on September 22, 2016. Defendant immediately deposited that money into his personal bank account, despite the fact he had done no work on the case, and he spent the money on personal purchases. Just a few days later, Defendant asked R.L. and M.G. for more money, telling them he needed \$1,000 so he could "file papers with the judge." Defendant lied about needing the money for a filing fee, as he had prepared no paperwork to file and as \$1,000 is far in excess of any filing fee. Defendant deposited the \$1,000 into his personal bank account on September 26, 2016. On October 5, 2017, Defendant took another \$500 from R.L. and M.G., and again deposited the money into his personal bank account.

As time passed, R.L. and M.G. repeatedly asked Defendant about the status of the case. He would become angry when they asked about the case and he told them he had "filed the papers with the judge" and he would not "pester" the judge. When R.L. and M.G. asked how long it would take before they heard back, Defendant told them that if the judge did not take action soon he would "file the papers with a different judge." These were all lies, as no case, motion, petition, or other legal effort was ever made on behalf of R.L. and M.G. to obtain custody of their grand-child/great-grand-child.

At the point that he took their money, Defendant was weeks away from signing a stipulation with the OLPR to be disbarred. He knew he would not be able to represent them in the case, but he took the money anyway. In addition, he took the money from them as a retainer but he did not treat the money as such. Instead, he stole their money by using it for personal purchases without doing any work on their case and then lying to them about the progress of the case.

- Victim 12 – (D.M.): D.M. hired Defendant in early 2016 to expunge a 30-year-old felony conviction. Defendant had D.M. pay him \$750 on January 20, 2016 for the expungement work, but Defendant was not able to locate any record of the conviction. When D.M. asked for his money back, Defendant convinced D.M. to have Defendant expunge other convictions from his record. Between January and July 2016, Defendant convinced D.M. to send him \$2,020 by telling him the money was for filing fees and his fees for getting the cases expunged. Defendant took the money from D.M. and deposited it into his personal bank account, not his trust account.

Defendant did nothing to actually expunge any convictions. No expungement paperwork was ever prepared or filed with any court. At the same time, Defendant repeatedly lied to D.M. about the expungements. On November 7, 2016, D.M. asked Defendant “if everything is still on schedule for court to take care of expungement? What is the court date? I can’t find it.” Defendant responded by stating he was out of town, which was another lie. Defendant’s bank records show he was making purchases in Plymouth, St. Paul, and other Twin Cities locations at this time. Defendant then told D.M. on November 17, 2016 that he moved the court date “because we had a bad judge .. new date [is] dec 29.” At the time he sent that text message he had not filed any paperwork. In addition, he had agreed to be disbarred over a month before and knew that he would lose his license as soon as the Supreme Court issued its order.

After he was disbarred on December 15, 2016, he did not inform D.M. and did not return any of D.M.’s money. Instead, he continued to lie to D.M. about the expungements. On December 30, 2016, Defendant told D.M. the fictional December 29, 2016 hearing “went well.” On January 9, 2017, Defendant told D.M. “[b]ottom line .. crt took it under advisement” and that “I am very optimistic that the court will rule in our favor.” On March 30, 2017, D.M. asked Defendant for his case number, and Defendant responded back stating that he “talked to them .. will get it by the end of nxt week!!” In an email on April 12, 2017, Defendant told D.M. that “everything that showed up on your record should be expunged” even though Defendant knew he had not actually expunged any of the convictions. These were all lies. No expungement motion had ever been filed and Defendant was disbarred and unable to represent D.M. in any legal matter.

#### Conclusion:

This complaint focuses on 12 of Defendant’s former clients over the course of May 2015 through May 2017. Records show that in this time frame, on 54 occasions, Defendant stole his clients’ money by spending it without doing any work on their cases and lying to them about what was going on. The counts are as follows:

- Count 1 – May 27, 2015 through November 26, 2015 – On four occasions, Defendant tricked clients into paying him a total of \$2,800 in retainer fees, which he deposited into his personal account and spent without doing any work.
- Count 2 – November 27, 2015 through May 26, 2016 – On eight occasions, Defendant tricked clients into paying him \$10,050 in retainer fees, which he deposited into his personal account and spent without doing any work.
- Count 3 – May 27, 2016 through November 26, 2016 – On thirty three occasions, Defendant tricked clients into paying him \$25,172.00 in retainer fees, which he deposited into his personal account and spent

without doing any work.

- Count 4 – November 27, 2016 through May 26, 2017 – On nine occasions, Defendant tricked clients into paying him \$6,400.00 in retainer fees, which he deposited into his personal account and spent without doing any work.

Defendant is not in custody.

## SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:  
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or  
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

**Complainant**

Patrick McCarthy  
Fraud Investigator, Ramsey  
County Attorneys Office  
425 Grove St  
St Paul, MN 55101  
Badge: 5941

Electronically Signed:  
11/16/2017 03:44 PM  
Ramsey County, MN

Being authorized to prosecute the offenses charged, I approve this complaint.

**Prosecuting Attorney**

Morgan D Kunz  
Assistant Hennepin County  
Attorney  
300 S 6th St  
Minneapolis, MN 55487  
(612) 348-5550

Electronically Signed:  
11/16/2017 03:37 PM

**FINDING OF PROBABLE CAUSE**

From the above sworn facts, and any supporting affidavits or supplemental sworn testimony, I, the Issuing Officer, have determined that probable cause exists to support, subject to bail or conditions of release where applicable, Defendant's arrest or other lawful steps be taken to obtain Defendant's appearance in court, or Defendant's detention, if already in custody, pending further proceedings. Defendant is therefore charged with the above-stated offense(s).

**SUMMONS**

THEREFORE YOU, THE DEFENDANT, ARE SUMMONED to appear on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ AM/PM before the above-named court at 300 S Sixth Street, Minneapolis, MN 55487 to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

**WARRANT**

To the Sheriff of the above-named county; or other person authorized to execute this warrant: I order, in the name of the State of Minnesota, that the Defendant be apprehended and arrested without delay and brought promptly before the court (if in session), and if not, before a Judge or Judicial Officer of such court without unnecessary delay, and in any event not later than 36 hours after the arrest or as soon as such Judge or Judicial Officer is available to be dealt with according to law.

*Execute in MN Only*

*Execute Nationwide*

*Execute in Border States*

**ORDER OF DETENTION**

Since the Defendant is already in custody, I order, subject to bail or conditions of release, that the Defendant continue to be detained pending further proceedings.

Bail: \$5,000.00

Conditions of Release:

This complaint, duly subscribed and sworn to or signed under penalty of perjury, is issued by the undersigned Judicial Officer as of the following date: November 17, 2017.

**Judicial Officer**

Ivy S. Bernhardson  
District Court Judge

Electronically Signed: 11/17/2017 10:05 AM

Sworn testimony has been given before the Judicial Officer by the following witnesses:

**COUNTY OF HENNEPIN  
STATE OF MINNESOTA**

**State of Minnesota**

Plaintiff

vs.

**Ronald Resnik**

Defendant

**LAW ENFORCEMENT OFFICER RETURN OF SERVICE**  
*I hereby Certify and Return that I have served a copy of this  
Summons upon the Defendant herein named.*

Signature of Authorized Service Agent: