

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL	:	No. 120 DB 2023
Petitioner	:	
	:	
v.	:	Attorney Registration No. 203832
	:	
ERIK MARK HELBING	:	
Respondent	:	(Schuylkill County)

ORDER

AND NOW, this 1st day of July 2025, upon consideration of the Report and Recommendation of the Hearing Committee filed on March 21, 2025, pursuant to § 89.181 of the Disciplinary Board Rules; it is hereby

ORDERED that ERIK MARK HELBING, of Schuylkill County shall be subjected to **PUBLIC REPRIMAND** by the Disciplinary Board of the Supreme Court of Pennsylvania as provided in Rule 204(a)(5) of the Pennsylvania Rules of Disciplinary Enforcement. Costs shall be paid by the Respondent.

BY THE BOARD:



Board Chair

TRUE COPY FROM RECORD

Attest:



Marcee D. Sloan
Board Prothonotary
The Disciplinary Board of the
Supreme Court of Pennsylvania

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OFFICE OF DISCIPLINARY COUNSEL,	:	No. 120 DB 2023
Petitioner	:	
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v.	:	Attorney Registration No. 203832
	:	
ERIK MARK HELBING,	:	
Respondent	:	(Schuylkill County)

OPINION

This matter comes before the Board following the Hearing Committee's Report and unanimous recommendation that Respondent receive a public reprimand for his violation of GA RPC 1.4(a)(5), GA RPC 1.5(a), IN RPC 1.4(a)(5), IN 1.5(a), KY RPC 1.4(a)(5), KY RPC 1.5(a), MI RPC 1.2(d), MI RPC 1.5(a), OH RPC 1.5(a), OH RPC 1.5(e), PA RPC 1.1, PA RPC 1.3, PA RPC 1.4(a)(5), PA RPC 1.5(a), PA RPC 5.3(a) and PA RPC 5.3(b).

I. HISTORY OF PROCEEDINGS

Petitioner, Office of Disciplinary Counsel, instituted this matter by way of a Petition for Discipline filed on April 25, 2024. The Petition alleged that Respondent's provision of loan modification services and debt relief services in six client matters, through his nationwide debt relief practice, violated multiple Rules of Professional Conduct in Georgia, Indiana, Kentucky, Michigan, Ohio and Pennsylvania. Respondent, through counsel, filed an Answer to Petition for Discipline on June 12, 2024, denying that his conduct violated any Rule of Professional Conduct. Ans. at 48-68. On October 22, 2024, Respondent stipulated to factual findings and violations of GA RPC 1.4(a)(5), GA RPC 1.5(a), IN RPC 1.4(a)(5), IN RPC 1.5(a), KY RPC 1.4(a)(5), KY RPC 1.5(a), MI RPC

1.2(d), MI RPC 1.5(a), OH RPC 1.5(a), OH RPC 1.5(e), PA RPC 1.1, PA RPC 1.3, PA RPC 1.4(a)(5), PA RPC 1.5(a), PA RPC 5.3(a) and PA RPC 5.3(b). ODC-49 at ¶¶ 70. In the stipulation, the parties jointly requested that a public reprimand be imposed on Respondent. ODC-49 at ¶¶ 71.

The Hearing Committee conducted a disciplinary hearing on October 28, 2024. Petitioner introduced exhibits ODC-1 through ODC-46, ODC-48, and ODC-49. Respondent testified on his own behalf and presented the character testimony of Konstantine Mitsel, Martin Cerullo, Esquire, Frederick Lutz, Qiana Ramirez, and Anthony Odorizzi, Esquire. The parties filed post-hearing briefs to the Committee recommending a public reprimand as appropriate discipline.

The Committee filed a Report on March 21, 2025, and based on the parties' stipulations and applicable precedent, recommended that Respondent be publicly reprimanded. The Board adjudicated this matter at the meeting on April 9, 2025.

II. FINDINGS OF FACT

The Board makes the following findings:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P. O. Box 62485, Harrisburg, Pennsylvania 17106-2485, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement, with the power and the duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of the aforesaid Rules.

2. Respondent, Erik Mark Helbing, was born in 1981 and was admitted to practice law in the Commonwealth of Pennsylvania on November 6, 2006. Id. at ¶ 3. Respondent maintains an office for the practice of law at 109 West Broad Street, Tamaqua, Schuylkill County, Pennsylvania 18252. ODC-49 at ¶¶ 3, 4.

3. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania. Id. at ¶ 6.

4. Respondent has no prior history of discipline.

5. Respondent operates a nationwide debt relief practice known as Helbing Law Group, LLC (hereinafter “HLG”), through which he maintains of counsel relationships with various attorneys admitted to practice law in various jurisdictions. Since January of 2022, HLG has not accepted new clients. Respondent is in the process of winding down HLG. ODC-49 at ¶ 7; N.T. at 169-170.

The Aimee Faykosh Matter

6. On September 29, 2017, Ohio attorney Jason Kasunick entered into an agreement with HLG pursuant to which HLG would provide “Back Office Support for foreclosure defense” in exchange for “an agreed upon monthly fee per accepted file.” ODC-1; ODC-49 at ¶ 8.

7. On or before January 16, 2018, Aimee Faykosh contacted HLG regarding an impending foreclosure action. Id. at ¶ 9.

8. Ms. Faykosh resides in Ohio and was seeking legal services in Ohio. Id. at ¶ 10; ODC-2 at 000003, 000011-000012, 000014.

9. On January 16, 2018, pursuant to HLG's agreement with Mr. Kasunick set forth in paragraph 6 above, Ms. Faykosh entered into an Attorney Client Foreclosure Litigation Agreement with Mr. Kasunick. ODC-2; ODC-49 at ¶ 11.

10. Ms. Faykosh paid \$7,470.00 via a third-party payment processing company known as Reliant Account Management ("RAM"). ODC-3; ODC-49 at ¶ 12.

11. Mr. Kasunick entered into an agreement with RAM which authorized RAM to automatically draw payments representing Mr. Kasunick's fees and HLG's fees. Id. at ¶ 13.

12. Through RAM, Respondent accepted \$5,660.00 and Mr. Kasunick accepted the remaining \$1,810.00. Id. at ¶ 14.

13. Respondent failed to advise Ms. Faykosh, or obtain her written consent, that he and Mr. Kasunick would be dividing her fees. Id. at ¶ 15.

14. Pursuant to the agreement set forth in paragraph 6 above, Respondent provided loan modification services to Ms. Faykosh while Mr. Kasunick represented Ms. Faykosh in foreclosure proceedings that were initiated in Lucas County, Ohio, in February of 2018. Id. at ¶ 16.

15. 12 C.F.R. § 1015.5 prohibits Respondent from accepting any fees for loan modification services unless and until such services are successful. Id. at ¶ 18.

16. Respondent's loan modification services were unsuccessful, rendering his acceptance of any fees a violation of 12 C.F.R. § 1015.5. ODC- 10 at 000102 ("Proprietary Modification – Declined") (emphasis removed); ODC-49 at ¶ 19.

17. In his verified Statement of Position regarding Ms. Faykosh's complaint, Respondent maintained that he "performs no attorney services for the client," that "[l]oan modification is not the practice of law nor does it form an attorney-client relationship," and that "at no time did [Respondent] engage in attorney-client services." ODC-12 at 000119-000120. Accordingly, the "Exclusion for the Practice of Law" set forth at 12 U.S.C. § 5517(e) is inapplicable to the unsuccessful loan modification services set forth in paragraphs 16-19 supra. See 12 U.S.C. § 5517(e)(2)(B) (providing that the "Exclusion for the Practice of Law" is not applicable to consumer financial products or services "provided by the attorney in question with respect to any consumer who is not receiving legal advice or services from the attorney in connection with such financial product or service"). See also 12 U.S.C. § 5517(e)(1) ("the [Consumer Financial Protection] Bureau may not exercise any supervisory or enforcement authority with respect to an activity engaged in by an attorney as part of the practice of law under the laws of the State in which the attorney is licensed to practice law") (emphasis supplied). ODC- 49 at ¶ 20.

18. In August of 2019, Mr. Kasunick provided a refund to Ms. Faykosh in the amount of \$3,331.50, which exceeded the portion of Ms. Faykosh's payments that Mr. Kasunick had received. Id. at ¶ 22.

19. In January of 2020, following ODC's issuance of a DB-7 Request for Statement of Respondent's Position, Respondent issued a refund to Ms. Faykosh in the amount of

\$2,924.50. Id. at ¶ 23. See ODC-11 (November 13, 2019 DB-7 Request for Statement of Respondent's Position).

20. In March of 2021, Respondent distributed \$2,735.50 to Mr. Kasunick, thereby disgorging the remainder of his illegal fees. ODC-49 at ¶ 24.

Rhonda Deaton

21. In July of 2018, Rhonda Deaton entered into a Retainer Agreement with HLG pursuant to which, inter alia:

- a. HLG would represent Ms. Deaton and attempt to negotiate debts associated with twelve separate accounts held by Ms. Deaton in the aggregate amount of \$10,580.00;
- b. Ms. Deaton would pay HLG \$262.95 and, from August 10, 2018, through May 10, 2020, would make monthly payments to HLG in the amount of \$311.95; and
- c. Respondent would accept "100% of the payments made during the first two months of HLG's representation" and 60% of the payments over the following year as fees, for a total amount of \$2,895.00.

ODC-16 at ¶¶ 2, 4(A)(B), 5(A)(B); ODC-49 at ¶ 25.

22. Ms. Deaton resides in Kentucky and was seeking legal services in Kentucky. Id. at ¶ 26.

23. Respondent failed to advise Ms. Deaton that he is not admitted to practice law in Kentucky. Id. at ¶ 27.

24. Ms. Deaton made twenty-two total payments to HLG in the aggregate amount of \$6,813.90. ODC-17; ODC-49 at ¶ 29.

25. Beginning in November of 2018, using the portion of Ms. Deaton's payments that he had not accepted as payment of fees, Respondent resolved five of Ms. Deaton's outstanding financial obligations in exchange for payments totaling \$2,737.53. Id. at ¶ 30.

26. In September of 2020, Ms. Deaton terminated HLG's representation. Respondent thereafter issued a refund to Ms. Deaton in the amount of \$798.99. Id. at ¶ 32.

27. Ms. Deaton thereafter sued Respondent seeking damages in the amount of \$2,500.00 and costs in the amount of \$85.00. In November of 2021, following ODC's issuance of a DB-7 Request for Statement of Respondent's Position, Respondent paid Ms. Deaton \$2,585.00, in full satisfaction of this claim. ODC-20; ODC-49 at ¶ 33. See ODC-21 (October 1, 2021 DB-7 Request for Statement of Respondent's Position).

28. On August 7, 2023, Respondent issued an additional refund to Ms. Deaton in the amount of \$692.38, thereby disgorging the funds he accepted from Ms. Deaton that were not paid to Ms. Deaton's creditors. ODC-49 at ¶ 34.

Lillie Maxwell

29. In April of 2019, Lillie Maxwell entered into a Retainer Agreement with HLG pursuant to which, *inter alia*:

a. HLG would represent Ms. Maxwell and attempt to negotiate debts associated with six separate accounts held by Ms. Maxwell in the aggregate amount of \$16,096.00;

b. Ms. Maxwell would pay HLG \$361.70 and, from June 10, 2019, through October 10, 2021, would make monthly payments to HLG in the amount of \$361.70; and

c. Respondent would accept “100% of the payments made during the first two months of HLG’s representation” and 60% of the payments over the following seventeen months as fees, for a total amount of \$4,385.70.

ODC-23 at ¶¶ 2, 4(A)(B), 5(A)(B); ODC-49 at ¶ 35.

30. Ms. Maxwell resides in Indiana and was seeking legal services in Indiana. *Id.* at ¶ 36.

31. Respondent failed to advise Ms. Maxwell that he is not admitted to practice law in Indiana. *Id.* at ¶ 37.

32. Ms. Maxwell made twenty-one total payments to HLG in the aggregate amount of \$7,623.70. ODC-24; ODC-49 at ¶ 38.

33. Beginning in December of 2019, using the portion of Ms. Maxwell’s payments that he had not accepted as payment of fees, Respondent entered into agreements to resolve two of Ms. Maxwell’s outstanding financial obligations in exchange for payments

totaling \$3,516.35. Ms. Maxwell terminated HLG's representation in March of 2021, before all payments could be made pursuant to one of these agreements; therefore, Respondent actually distributed \$3,004.21 to Ms. Maxwell's creditors pursuant to these agreements. Id. at ¶ 39.

34. In December of 2021, Respondent issued a refund to Ms. Maxwell in the amount of \$1,024.98. Id. at ¶ 41.

35. On August 7, 2023, following ODC's issuance of a DB-7 Request for Statement of Respondent's Position, Respondent issued an additional refund to Ms. Maxwell in the amount of \$3,594.51, thereby disgorging the funds he accepted from Ms. Maxwell that were not paid to Ms. Maxwell's creditors. Id. at ¶ 42. See ODC-25 (June 24, 2022 DB-7 Request for Statement of Respondent's Position).

Timothy McCaslin

36. In February of 2019, Timothy McCaslin entered into a Retainer Agreement with HLG pursuant to which, *inter alia*:

- a. HLG would represent Mr. McCaslin and attempt to negotiate a debt Mr. McCaslin owed to Discover Bank in the amount of \$20,522.93;
- b. Mr. McCaslin would pay HLG \$987.95 and, from February 28, 2019, through January 28, 2020, would make monthly payments to HLG in the amount of \$987.95, for a total of \$12,687.95; and

c. Respondent would accept “100% of the payments made during the first two months of HLG’s representation” and 60% of the payments over the following six months as fees, for a total amount of \$5,487.95.

ODC-27 at ¶¶ 2, 4(A)(B), 5(A)(B); ODC-49 at ¶ 43.

37. Mr. McCaslin made eleven total payments to HLG in the aggregate amount of \$11,855.40. ODC-28; ODC-49 at ¶ 44.

38. Respondent was unable to negotiate a settlement with Discover Bank. *Id.* at ¶ 45.

39. In August of 2021, Discover Bank sued Mr. McCaslin in the Court of Common Pleas of Venango County. ODC-29; ODC-49 at ¶ 46.

40. By fax to Respondent dated August 27, 2021, Mr. McCaslin said, “I am being sued by Discover Card. I thought we took care of this matter, please help me out with this.” ODC-30; ODC-49 at ¶ 47.

41. A member of HLG’s staff received Mr. McCaslin’s August 2021 fax and advised Mr. McCaslin that his account with HLG had been cancelled due to nonpayment. *Id.* at ¶ 48.

42. Despite agreeing to “represent and defend [Mr. McCaslin] in court in any lawsuits, arbitrations or other proceedings filed against [Mr. McCaslin] by any and all creditors,” ODC-27 at 000560 (¶ 2), Respondent failed to take any meaningful action to defend Mr. McCaslin in this lawsuit. ODC-49 at ¶ 49.

43. In May of 2022, a default judgment was entered against Mr. McCaslin. Id. at ¶ 51.

44. In August of 2021, Respondent issued a refund check to Mr. McCaslin in the amount of \$6,237.10. Mr. McCaslin did not negotiate this check. Id. at ¶ 52.

45. In October of 2022, following ODC's issuance of a DB-7 Request for Statement of Respondent's Position, Respondent issued a complete refund to Mr. McCaslin. Id. at ¶ 53. See ODC-31 (August 3, 2022 DB-7 Request for Statement of Respondent's Position).

46. Respondent accepts responsibility in his September 16, 2022 Statement of Position for failing to take any action to defend Mr. McCaslin in the civil action filed by Discover Bank and specifically concedes that, "his staff did make errors, [and] that he is responsible for those errors as a supervisor." ODC-32; ODC-49 at ¶ 54.

Julie Beale

47. In March of 2021, Julie Beale entered into a Retainer Agreement with HLG pursuant to which, *inter alia*:

a. HLG would represent Ms. Beale and attempt to negotiate debts associated with seven separate accounts held by Ms. Beale in the aggregate amount of \$33,051.00;

b. Ms. Beale would pay HLG \$550.03 and, from March 7, 2021, through June 7, 2024, would make monthly payments to HLG in the amount of \$550.03; and

c. Respondent would accept “100% of the payments made during the first two months of HLG’s representation” and 60% of the payments over the following two years as fees, for a total amount of \$8,812.78.

ODC-33 at ¶¶ 2, 4(A)(B), 5(A)(B); ODC-49 at ¶ 55.

48. Ms. Beale resides in Georgia and was seeking legal services in Georgia. Id. at ¶ 56.

49. Respondent failed to advise Ms. Beale that he is not admitted to practice law in Georgia. Id. at ¶ 57.

50. Ms. Beale made seventeen total payments to HLG in the aggregate amount of \$9,350.51. ODC-35; ODC-49 at ¶ 58.

51. Beginning in November of 2021, using the portion of Ms. Beale’s payments that he had not accepted as payment of fees, Respondent resolved three of Ms. Beale’s outstanding financial obligations in exchange for payments totaling \$3,073.75. Id. at ¶ 59.

52. In January of 2023, following ODC’s issuance of a DB-7 Request for Statement of Respondent’s Position, Respondent issued a refund to Ms. Beale in the amount of \$6,030.71. Id. at ¶ 61. See ODC-36 (September 27, 2022 DB-7 Request for Statement of Respondent’s Position).

Angela Wallace

53. In January of 2021, Angela Wallace entered into a Retainer Agreement with HLG pursuant to which, *inter alia*:

a. HLG would represent Ms. Wallace and attempt to negotiate debts associated with five separate accounts held by Ms. Wallace in the aggregate amount of \$28,395.00;

b. Ms. Wallace would pay HLG \$216.22 and, from January 18, 2021, through September 1, 2025, would make bimonthly payments to HLG in the amount of \$216.22; and

c. Respondent would accept “100% of the payments made during the first two months of HLG’s representation” and 60% of the payments over the following three years and six months as fees, for a total amount of \$7,531.17.

ODC-38 at ¶¶ 2, 4(A)(B), 5(A)(B); ODC-49 at ¶ 62.

54. Ms. Wallace resides in Michigan and was seeking legal services in Michigan. Id. at ¶ 63.

55. Respondent failed to advise Ms. Wallace that he is not admitted to practice law in Michigan. Id. at ¶ 64.

56. Ms. Wallace made thirty-six total payments to HLG in the aggregate amount of \$7,783.92. ODC-40; ODC-49 at ¶ 65.

57. In March of 2022, using the portion of Ms. Wallace’s payments that he had not accepted as payment of fees, Respondent entered into an agreement to resolve one of Ms. Wallace’s outstanding financial obligations in exchange for payments totaling \$2,628.12. Ms. Wallace terminated HLG’s representation in July of 2022, before all

payments could be made pursuant to this agreement; therefore, Respondent actually distributed only \$438.04 pursuant to this agreement. Id. at ¶ 66.

58. In August of 2022, Respondent issued two refunds to Ms. Wallace in the aggregate amount of \$1,513.20. Id. at ¶ 68.

59. In June of 2023, following ODC's issuance of a DB-7 Request for Statement of Respondent's Position, Respondent issued an additional refund to Ms. Wallace in the amount of \$5,679.76. Id. at ¶ 69. See ODC-41 (February 7, 2023 DB-7 Request for Statement of Respondent's Position).

60. The Pennsylvania Office of Attorney General investigated Respondent and HLG and, after concluding that, *inter alia*, Respondent was "misrepresenting, directly or by implication, any material aspect of any debt relief service, including the amount of money or the percentage of the debt amount that an individual may save by using the service," entered into an Assurance of Voluntary Compliance with Respondent and HLG in January of 2024. ODC-46 at ¶ 4.

61. In November of 2023, Respondent was publicly reprimanded by the Virginia State Bar for violating VA RPC 1.1, VA RPC 1.3(a), VA RPC 1.4(a), VA RPC 1.4(b), VA RPC 1.15(a)(1), VA RPC 1.15(b)(4) and VA RPC 1.15(b)(5). ODC-48. Respondent's misconduct involved representation wherein he agreed "to resolve and address \$44,217.00 in debt to eight creditors" on behalf of a Virginia resident but failed thereafter to communicate with her or take any meaningful action on her behalf. Id. at ¶¶ 12, 24, 27-32.

62. Respondent's five character witnesses, two of whom are lawyers licensed in Pennsylvania, credibly testified to his acceptance of responsibility for the misconduct, strong work ethic, and good reputation in the community. N.T. 20-170.

63. Respondent credibly testified on his own behalf. He accepted responsibility for his unethical conduct and expressed genuine remorse. N.T. 158, 160, 161, 162, 163, 164. He gave full refunds to each of the complainants. N.T. 160.

64. Respondent testified that he was "disgusted and disappointed" that his clients were unhappy with him and his representation and it was "unacceptable" to him. N.T. 163, 164.

65. Respondent testified that he has learned from his experience that having a smaller but more focused practice is "much more rewarding" as it allows time to spend with each individual client and be available for his staff. N.T. 165, 166.

66. Respondent presented evidence that he is very active in his community.

67. Respondent cooperated with Petitioner by entering into stipulations.

III. CONCLUSIONS OF LAW

Respondent's provision of loan modification services and debt relief services is subject to the Rules of Professional Conduct pursuant to RPC 5.7 (responsibilities regarding nonlegal services). By his actions as set forth above, Respondent violated the following Rules of Professional Conduct:

1. GA RPC 1.4(a)(5) – A lawyer shall consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Georgia Rules of Professional Conduct or other law.
2. GA RPC 1.5(a) – A lawyer shall not make an agreement for, charge, or collect an unreasonable fee.
3. IN RPC 1.5(a)(5) – A lawyer shall consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law or assistance limited under Rule 1.2(c).
4. IN RPC 1.5(a) – A lawyer shall not make an agreement for, charge, or collect an unreasonable fee.
5. KY RPC 1.4(a)(5) – A lawyer shall consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.
6. KY RPC 1.5(a) – A lawyer shall not make an agreement for, charge, or collect an unreasonable fee.
7. MI RPC 1.2(d) – When a lawyer knows that a client expects assistance not permitted by the Rules of Professional Conduct or other law, the lawyer shall consult with the client regarding the relevant limitations on the lawyer's conduct.
8. MI RPC 1.5(a) – A lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.
9. OH RPC 1.5(a) – A lawyer shall not make an agreement for, charge, or collect an illegal or clearly excessive fee.

10. OH RPC 1.5(e) – Lawyers who are not in the same firm may divide fees only if all of the following apply: ... (2) the client has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer.

11. PA RPC 1.1 – A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

12. PA RPC 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client.

13. PA RPC 1.4(a)(5) – A lawyer shall consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

14. PA RPC 1.5(a) – A lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.

15. PA RPC 5.3(a) – With respect to a nonlawyer employed or retained by or associated with a lawyer, a partner and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer.

16. PA RPC 5.3(b) – With respect to a nonlawyer employed or retained by or associated with a lawyer, a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer.

IV. DISCUSSION

The Supreme Court of Pennsylvania recently clarified that the standard of proof in attorney discipline matters requires Petitioner to establish attorney misconduct with evidence that is sufficient to satisfy a clear and convincing evidence standard of proof. *Office of Disciplinary Counsel v. Anonymous Attorney*, 331 A.3d 523 (Pa. 2025). Upon our independent review of this record pursuant to Pa.R.D.E. 208(d)(2) and for the reasons that follow, we find that the evidence presented satisfies this burden and conclude that Respondent violated the ethical rules as stipulated to by the parties. We now enter an order directing that a public reprimand be imposed.

Respondent's rule violations arise in connection with his debt-relief and loan modification practice through HLG. Respondent's provision of these services in six client matters during the time frame 2018 through 2021 is subject to the Rules of Professional Conduct. RPC 5.7 provides that:

- (a) A lawyer who provides nonlegal services to a recipient that are not distinct from legal services provided to that recipient is subject to the Rules of Professional Conduct with respect to the provision of both legal and nonlegal services.
- (b) A lawyer who provides nonlegal services to a recipient that are distinct from any legal services provided to the recipient is subject to the Rules of Professional Conduct with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship.

(c) A lawyer who is an owner, controlling party, employee, agent, or is otherwise affiliated with an entity providing nonlegal services to a recipient is subject to the Rules of Professional Conduct with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship. (emphasis added).

Respondent knew or reasonably should have known that his clients might believe that they were receiving the protection of a client-lawyer relationship because HLG's retainer agreements characterize Respondent as "Client's legal counsel." ODC-16 at 7(M); ODC-23 at 7(M), ODC-27 at 7(M), ODC-33 at 7(M); ODC-38 at 7(m).

The instant matter concerns six of Respondent's debt-relief clients who filed complaints with Petitioner. The gravamen of Respondent's misconduct is as follows:

- In the six cases at issue, Respondent failed to provide adequate services, rendering his fees excessive. In each case, these fees were fully refunded.
- Respondent's retainer agreement did not expressly state that he was not admitted to practice in the jurisdictions in which clients resided, although each engagement letter also included the name of a local attorney. The record demonstrates that Respondent did not intend to deceive his clients as to his location or bar admission. After receiving a DB-7 letter from Petitioner bringing this issue to his attention, Respondent corrected his retainer agreements. ODC 22 at p. 12, ¶11; ODC 49, 73¶.
- Respondent failed to properly supervise his staff. At the disciplinary hearing Respondent acknowledged this serious deficiency and testified "I understand that as the attorney, especially the one whose name is on the door that the buck stops with me, and any failure of my staff is a failure of mine that I have to account for." N.T. 160.

The record also establishes that during the time Petitioner was investigating the instant matter, two other entities also investigated Respondent's debt relief business. The Pennsylvania Office of Attorney General's Consumer Fraud Unit investigated Respondent and HLG and, after concluding that, *inter alia*, Respondent was "misrepresenting, directly or by implication, any material aspect of any debt relief service, including the amount of money or the percentage of the debt amount that an individual may save by using the service," entered into an Assurance of Voluntary Compliance with Respondent and HLG in January of 2024. ODC-46. In November of 2023, Respondent was publicly reprimanded by the Virginia State Bar for violating VA RPC 1.1, VA RPC 1.3(a), VA RPC 1.4(a), VA RPC 1.4(b), VA RPC 1.15(a)(1), VA RPC 1.15(b)(4) and VA RPC 1.15(b)(5) in one client matter. ODC-48. In that matter, Respondent had agreed "to resolve and address \$44,217.00 in debt to eight creditors" on behalf of the Virginia resident but failed thereafter to communicate with the individual or take any meaningful action on her behalf. ODC-48.

The record demonstrates many mitigating factors. Respondent, who has no prior record of discipline since his admission in 2006, offered credible testimony that he is sorry and apologetic for his misconduct. He accepted full responsibility for his wrongful actions, as evidenced by his stipulations and his testimony at the disciplinary hearing. Respondent has taken steps to shut down HLG and concentrate on a smaller, more focused practice. He demonstrated cooperation in the disciplinary proceeding by stipulating to the facts of his misconduct and the violation of ethical rules, which obviated the need for Petitioner to establish rule violations at the hearing. Respondent also showed his willingness to accept public discipline through his joint request with Petitioner for a

public reprimand. The record evidence supports the conclusion that Respondent will not engage in similar misconduct in the future.

Having determined that Respondent engaged in professional misconduct, we next consider the appropriate quantum of discipline. The primary purpose of Pennsylvania's system of lawyer discipline is to protect the public from unfit attorneys and to maintain the integrity of the legal system. *Office of Disciplinary Counsel v. John J. Keller*, 506 A.2d 872 (Pa. 1986). It is well-established that in imposing discipline, each case must be decided individually on its own unique facts and relevant circumstances, "being mindful of the need for consistency in the results reached in disciplinary cases so that similar misconduct is not punished in radically different ways." *Office of Disciplinary Counsel v. Robert Lucarini*, 472 A.2d 186, 190 (Pa. 1983).

The Committee and the parties recommend a public reprimand as appropriate discipline. We agree that a public reprimand is supported by the facts and precedent. *Office of Disciplinary Counsel v. Emeka Igwe*, No. 18 DB 2024 (D. Bd. Order 3/24/2024) (public reprimand for misleading client and attempting to collect an excessive contingency fee); *Office of Disciplinary Counsel v. Scott Richard Sanderson*, No. 160 DB 2023 (D. Bd. Order 3/20/2024) (public reprimand on consent for taking excessive fee in one client matter); *Office of Disciplinary Counsel v. James J. Ruggiero, Jr.*, No. 129 DB 2022 (D. Bd. Order 9/22/2022) (failure to communicate, deficient representation, and failure to supervise nonlawyer staff); *Office of Disciplinary Counsel v. Mark Mack*, 163 DB 2018 (D. Bd. Order 11/27/2018) (public reprimand for excessive fees in two client matters and misleading client that independent contractors were associates or partners of his law practice, when that was not the case); *Office of Disciplinary Counsel v. Carol Tatem*

Herring, 153 DB 2017 (D. Bd. Order 10/16/2017) (public reprimand for seeking to charge clients excessive fees for representation that was incompetent, among other ethical violations).


We conclude that while Respondent engaged in misconduct that deserves discipline, he is fit to practice law and will not cause harm to the public by his continued practice. A public reprimand will emphasize to Respondent the critical need to conduct his practice in accordance with the ethical rules and will suffice to address his misconduct. On this record, a public reprimand is consistent with discipline imposed in prior similar matters and fulfills the goals of the disciplinary system.

V. DETERMINATION

The Disciplinary Board of the Supreme Court of Pennsylvania unanimously determines that the Respondent, Erik Mark Helbing, shall receive a Public Reprimand.

The expenses incurred in the investigation and prosecution of this matter shall be paid by the Respondent.

THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

By: _____
Joshua M. Bloom, Member

Date: 07/01/2025

Vice-Chair Vance and Member Ellsworth recused.