IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 1866 Disciplinary Docket No. 3
	:	No. 125 DB 2012
v.	:	
	:	Attorney Registration No. 52579
WILLIE LEE NATTIEL, JR., Respondent	:	(Philadelphia)

ORDER

PER CURIAM:

AND NOW, this 29th day of January, 2015, upon consideration of the Report and Recommendations of the Disciplinary Board dated October 28, 2014, it is hereby

ORDERED that Willie Lee Nattiel, Jr., is disbarred from the Bar of this Commonwealth and he shall comply with all the provisions of Rule 217, Pa. R.D.E.

It is further ORDERED that respondent shall pay costs to the Disciplinary Board pursuant to Rule 208(g), Pa. R.D.E.

A True Copy Patricia Nicola
As Of 1/29/2015

Attest: Patricia Nicola
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL Petitioner	:	No. 1866 Disciplinary Docket No. 3
	:	No. 125 DB 2012
v.	:	
	:	Attorney Registration No. 52579
WILLIE LEE NATTIEL, JR. Respondent	:	(Philadelphia)

REPORT AND RECOMMENDATIONS OF
THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

TO THE HONORABLE CHIEF JUSTICE AND JUSTICES
OF THE SUPREME COURT OF PENNSYLVANIA:

Pursuant to Rule 208(d)(2)(iii) of the Pennsylvania Rules of Disciplinary Enforcement, the Disciplinary Board of the Supreme Court of Pennsylvania ("Board") herewith submits its findings and recommendations to your Honorable Court with respect to the above-captioned Petition for Discipline.

I. HISTORY OF PROCEEDINGS

By Order dated September 28, 2012, the Supreme Court placed Willie Lee Nattiel, Jr. on temporary suspension from the practice of law in Pennsylvania. Office of Disciplinary Counsel filed a Petition for Discipline on May 1, 2013. Respondent failed to file an Answer to Petition.

A disciplinary hearing was held on February 12, 2014, before a District I Hearing Committee comprised of Chair Jerry M. Lehocky, Esquire, and Members Tammi Markowitz, Esquire, and Jillian A.S. Roman, Esquire. Respondent failed to appear at the

hearing. Petitioner introduced exhibits marked ODC-1 through ODC-31. No witnesses were presented.

Following the submission of a brief by Petitioner, the Hearing Committee filed a Report on June 17, 2014, concluding that Petitioner violated the Rules of Professional Conduct and Rules of Disciplinary Enforcement as contained in the Petition, and recommending that he be disbarred.

No Briefs on Exception were filed by the parties.

This matter was adjudicated by the Disciplinary Board at the meeting on July 26, 2014.

II. FINDINGS OF FACT

The Board makes the following findings, incorporating the factual allegations enumerated in the Petition for Discipline, which are deemed admitted as a result of Respondent's failure to file an answer. Pa.R.D.E. 208(b)(3)

1. Petitioner, Office of Disciplinary Counsel, whose principal office is located at 601 Commonwealth Avenue, Suite 2700, Harrisburg, Pennsylvania, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement, with the power and 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 various provisions of the aforesaid Rules.

2. Respondent is Willie Lee Nattiel, Jr. He was born in 1959 and was admitted to practice law in the Commonwealth of Pennsylvania in 1988. His last known

registered address is 747 E. Woodlawn St., Philadelphia, PA 19144. At all relevant times, Respondent was a principal in Nattiel & Associates P.C.

3. Respondent has a prior record of discipline. In October 2008, Respondent received an Informal Admonition on two complaint files, which involved neglect and failure to abide by two court orders. In July 2011, after formal proceedings, Respondent received a Private Reprimand and was placed on two years of probation with a practice monitor for neglect, lack of communication, failure to take steps to protect a client's interest and failure to supervise.

4. On September 28, 2012, effective October 28, 2012, the Supreme Court of Pennsylvania placed Respondent on emergency temporary suspension.

5. Petitioner filed a Petition for Discipline on May 1, 2013, charging Respondent with violating Rules of Professional Conduct and Rules of Disciplinary Enforcement arising out of numerous allegations as set forth below.

6. The Petition was properly served upon Respondent. (ODC-4 through ODC-6)

7. In September 2012, Respondent was personally notified of the allegations of misconduct which formed the basis for the allegations charged in the Petition. (ODC-1 and ODC-2)

8. Respondent failed to answer the Petition for Discipline.

9. Respondent received notices of the prehearing conference and disciplinary hearing. (ODC-7)

10. Respondent failed to appear at the January 8, 2014 prehearing conference.

11. Respondent failed to appear at the February 12, 2014 disciplinary hearing.

12. By order dated November 21, 2012, Respondent was temporarily suspended in the United States District Court for the Eastern District of Pennsylvania. (ODC-9)

13. By Order dated April 10, 2013, Respondent was suspended in the United States Court of Appeals for the Third Circuit. (ODC-8)

14. Respondent has open judgments in the Court of Common Pleas in eleven (11) matters. (ODC-11 through ODC-21)

15. Respondent is a defendant in code enforcement cases filed by the City of Philadelphia. (ODC-22 through ODC-30)

16. Respondent was the debtor in a Chapter 7 bankruptcy matter filed in the United States Bankruptcy Court for the Eastern District of Pennsylvania in case number 05-14283. Respondent was discharged on March 31, 2006 and the matter was closed on September 6, 2006. (ODC-10)

Charge I: Mishandling of Funds and Trust Account Violations in General

17. Respondent maintained an account at TD Bank captioned "IOLTA/Nattiel & Associates P.C. Attorney Trust Account" ("IOLTA account").

18. Respondent maintained an account at TD Bank captioned "Nattiel & Associates P.C. Operating Account" ("operating account").

19. Between June 21, 2007 and November 10, 2010, the IOLTA account was out-of-trust in amounts ranging from not less than $46.49 to $6,000 during the following time periods: June 21, 2007 to August 23, 2007; August 27, 2007 to June 12,

2008; June 17, 2008 to December 11, 2008; February 3, 2009 to March 16, 2010; March 22, 2010 to June 6, 2010; and, August 20, 2010 to November 10, 2010.

Charge II: The Long Matter

20. In or around April 2007, Respondent represented Lyndon Long in a personal injury matter.

21. In April 2007, William A. Staton, a non-lawyer member of Respondent's staff, telephoned Harold M. Braxton of Fast Funds, Inc. in regard to Mr. Long's matter.

22. During that conversation, Mr. Staton informed Mr. Braxton that he was employed by Respondent and that Mr. Long wanted to borrow money while the claim was being pursued by Respondent.

23. Thereafter, Respondent's office provided Mr. Braxton with documents in regard to Mr. Long's matter, which included Respondent's letter dated April 15, 2007 to Ms. Lomax of Harleysville Insurance Company in regard to Mr. Long's claim, wherein Respondent stated that the liability of Harleysville's insured was clear.

24. On or about May 30, 2007, Mr. Long executed an Irrevocable Assignment of Proceeds ("Assignment").

25. On or about May 31, 2007, Respondent signed and/or authorized Respondent's signature on the Attorney's Acknowledgment wherein Respondent acknowledged receipt of the copy of the Assignment, agreed to be bound by the Assignment, and agreed that any proceeds due to Fast Funds would be delivered to Fast Funds together with a copy of the closing documents indicating the gross amount of proceeds received.

26. Thereafter, Fast Funds advanced $6,000 to Mr. Long.

27. In or around June 2007, Respondent settled Mr. Long's matter in the amount of $6,000.

28. By letter dated June 8, 2007, sent to the attention of Mr. Staton, Ms. Lomax forwarded a release to Respondent's office.

29. On June 11, 2007, Mr. Long executed the release.

30. Thereafter, Respondent received a check dated June 18, 2007 from Harleysville and made payable to "Lyndon Long and his attorneys Nattiel Seay and Associates" in the amount of $6,000.

31. On June 14, 2007, the balance in Respondent's IOLTA account was $461.71.

32. On June 20, 2007, Respondent deposited the check into his IOLTA account, and the balance was $6,461.71.

33. On June 21, 2007, Respondent transferred $4,500 into his operating account.

34. On or about June 21, 2007, Respondent forwarded from his IOLTA account check number 4086 in the amount of $1,500 to "William Staton, Jr."

35. Respondent did not disburse any funds to Mr. Long or Fast Funds.

36. By June 22, 2007, the end-of-the-day balance in Respondent's IOLTA account was $461.71.

37. Between May 2007 and March 2009, Mr. Braxton telephoned Respondent's office several times for updates.

38. Neither Respondent nor anyone in Respondent's office would speak with Mr. Braxton or return his telephone calls.

39. By letter dated March 10, 2009 to Respondent, Mr. Braxton stated that, among other things. Respondent failed to respond to repeated telephone calls and a prior letter, and that Nakea Hurdle, Esquire, an attorney with Respondent's firm, had signed the Acknowledgment for the matter.

40. By letter dated March 14, 2009 to Mr. Braxton, Respondent stated that, among other things, he had spoken with someone in Mr. Braxton's office in November 2008 and informed them that Respondent did not represent Mr. Long at that time, that Mr. Long was "initially" a client but had been terminated in 2007, that Mr. Staton was fired by Respondent in November 2007, that Respondent had "washed our hands" of Mr. Staton and Mr. Long, that Respondent did not sign the Acknowledgment on behalf of Mr. Long, that Ms. Hurdle had left the firm in 2007, that Respondent was unaware that Mr. Long had received a loan from Fast Funds, and that the signature on the Acknowledgment was a forgery.

41. By letter dated March 18, 2009 to Respondent, Mr. Braxton asked, among other things, if Respondent had reported his concerns that his signature was a forgery to the authorities.

42. Respondent did not reply to this letter.

43. By letter dated March 27, 2009 to Respondent, Mr. Braxton stated that he was aware that Mr. Long's case had been settled for $6,000 and offered to accept $2,000 as settlement of Fast Funds' claim.

44. Respondent received the March 27, 2009 correspondence, but failed to respond to it or otherwise forward funds to Fast Funds.

Charge III: The Reynolds Matter

45. In or around March 2009, Respondent was retained by Traca E. Reynolds to represent her son, Keith H. Powell, at his preliminary hearing and at trial.

46. At that time, Respondent informed Ms. Reynolds that his fee for the preliminary hearing was $2,500 and trial was $15,000.

47. Between March 6, 2009 and August 5, 2009, Ms. Reynolds paid Respondent a total of $2,500 to represent her son at the preliminary hearing.

48. The last two payments, in the amounts of $200 each, were made via check numbers 451 and 454, and were deposited into Respondent's operating account on or about August 28, 2009 and September 14, 2009, respectively.

49. On October 14, 2009, Respondent represented Mr. Powell at his preliminary hearing. Mr. Powell's matter was held for court and transferred to the Court of Common Pleas; trial was scheduled for November 29, 2010.

50. Thereafter, Respondent failed to take any significant steps to prepare Mr. Powell's matter for trial.

51. On March 4, 2010, the court attached Respondent for the November 29, 2010 trial.

52. In response to Ms. Reynolds's attempts to contact Respondent by telephone to obtain a status updated, Ms. Reynolds was informed that Respondent was out of the office due to an illness. Respondent failed to return Ms. Reynolds's messages.

53. Between January 14, 2010 and September 27, 2010, Ms. Reynolds made not less than fourteen payments to Respondent via four checks, seven money orders, two debit card transactions and one credit card transaction, totaling $5,200 toward Respondent's trial fee of $15,000.

54. Respondent deposited the money order and check payments, totaling $3,800, into his operating account, and he did not deposit the debit card and credit card payments into any account.

55. On October 4, 2010, the end-of-the-day balance in Respondent's operating account was $105.15.

56. On or about November 5, 2010, Ms. Reynolds forwarded a money order made payable to Respondent in the amount of $500.

57. On November 17, 2010, Respondent's office returned the money order to Ms. Reynolds.

58. Thereafter, in November 2010, Ms. Reynolds contacted Respondent's office in regard to the November 29, 2010 trial and spoke with Respondent's office manager, Janie Wylder.

59. Ms. Wylder informed Ms. Reynolds that because of Respondent's illness he would be unable to return to work and would not be representing Mr. Powell at the November 29, 2010 trial.

60. On November 19, 2010, Ms. Reynolds telephoned Respondent's office, spoke with Ms. Wylder and requested a refund of the funds paid to Respondent to represent Mr. Powell at trial.

61. In response, Ms. Wylder informed Ms. Reynolds that the money could not be returned because it was already spent, and that she had sent Respondent a text message and requested that he contact Ms. Reynolds.

62. Respondent did not contact Ms. Reynolds, did not withdraw his representation from Mr. Powell's matter, and failed to return the unearned fees.

63. From November 17, 2010 to December 29, 2010, Respondent's operating account was at a negative balance.

64. The Pennsylvania Fund for Client Security subsequently approved a claim against Respondent in the amount of $5,200.

Charge IV: The Johnson Matter

65. In or around December 2011, Emerald A. Johnson met with Respondent to discuss representation in his criminal matter. Mr. Johnson paid Respondent a $200 consultation fee for which Respondent provided a receipt.

66. Respondent informed Mr. Johnson that the fee for representing him would be $20,000.

67. In January 2012, Respondent was retained by Mr. Johnson.

68. Respondent informed Mr. Johnson that he was not admitted to practice in Delaware, but would retain George E. Evans, Esquire, as local counsel and file a motion to be admitted *pro hac vice.*

69. Respondent failed to provide Mr. Johnson with a written fee agreement explaining the basis or rate of his fee within a reasonable time.

70. Between January 7, 2012 and March 2, 2012, Mr. Johnson paid Respondent a total of $9,300 toward his fee and $1,000 for DNA testing.

71. Respondent provided a receipt with regard to the fee payment and indicated that the balance due was $11,600.

72. Although Respondent met with Mr. Johnson on March 24, 2012, he missed several other arranged meetings thereafter.

73. Mr. Johnson made numerous attempts to contact Respondent via text messages and telephone, but Respondent failed to respond to those communications.

74. On March 28, 2012, Mr. Evans filed a motion for continuance and to withdraw as counsel on the basis that he had not heard from Respondent and was unsuccessful in getting Respondent to participate in the active defense of Mr. Johnson, which was granted on April 2, 2012.

75. Respondent has failed to return any of the unearned fees he received from Mr. Johnson.

Charge V: The Hughey-Brown Matter

76. In January 2012, Anthony and Lena Hughey retained Respondent to represent their minor son, Gabriel Brown, in regard to injuries Gabriel sustained on property of the Philadelphia School District.

77. Respondent informed the Hugheys that his fee would be $300, which the Hugheys paid on January 30, 2012 and received a receipt from Respondent.

78. On February 2, 2012, the Hugheys paid Respondent an additional $300 to attend a meeting with the Acting Regional Superintendent for the School District, Emmanuel Caulk, which the Hugheys had scheduled.

79. On February 7, 2010, the meeting occurred between the Hugheys and Mr. Caulk; while Respondent appeared for the meeting, he arrived late and stayed only for five minutes.

80. Respondent thereafter informed the Hugheys that he would handle media inquiries into the matter for an additional $5,000.

81. On February 21, 2012, Respondent visited the Hughey's home and they signed a retainer agreement with Respondent.

82. The retainer agreement listed an office address, phone and fax number which belonged to A. Charles Peruto, Jr., Esquire, without authorization from

Attorney Peruto. The Hugheys were never provided with a physical address at which to contact Respondent.

83. On February 29, 2012, the Hugheys paid Respondent $5,000 in cash for which Respondent provided a receipt.

84. Respondent failed thereafter to respond to the Hugheys' requests for a status update.

85. In April 2012, Respondent's associate, Nakea S. Hurdle, Esquire, forwarded a draft complaint to the Hugheys.

86. On April 20, 2012, Respondent forwarded another copy of the draft complaint to the Hugheys and advised that he had been suffering from pneumonia.

87. A hearing was held on April 23, 2012 with regard to criminal charges against Gabriel's attackers. Respondent failed to appear at this hearing.

88. Thereafter, Respondent informed the Hugheys that he had been ill but the complaint would be filed shortly.

89. Respondent failed thereafter to take any significant steps to prosecute the Hugheys' matter.

90. A hearing was held on May 23, 2012 in the criminal matter, and Respondent failed to appear.

91. On May 31, 2012, Respondent informed the Hugheys that he would meet them at their home to return their funds.

92. Respondent failed to meet with the Hugheys, failed to return their funds, and failed to respond to the Hugheys' many attempts to contact him thereafter.

Charge VI: The Ragland Matter

93. On March 2012, Ronnie Ragland retained Respondent to represent his son, Ronnie Ragland, Jr., in two criminal matters in the Court of Common Pleas of Philadelphia.

94. On March 9, 2012, Mr. Ragland paid Respondent $500 toward his fee, for which Respondent provided a receipt.

95. Respondent failed to provide either of the Raglands with a written fee agreement.

96. On March 29, 2012, Mr. Ragland met with Respondent and gave him $1,000 toward Respondent's fee, for which Respondent provided a receipt.

97. Respondent failed to visit Mr. Ragland's son in prison, despite representing that he would do so.

98. Respondent failed to enter his appearance in either of the two criminal matters noted above.

99. Thereafter, Mr. Ragland contacted Respondent many times, but Respondent failed to return any of Mr. Ragland's messages.

100. On May 16, 2012, Ronnie Ragland Jr.'s criminal matters proceeded to bench trial, at which he was represented by a public defender.

101. On June 20, 2012, Respondent sent Mr. Ragland a text message stating that he would meet Mr. Ragland at Reading Terminal Market to return the unearned fee. Respondent failed to appear for the meeting.

102. On June 21, 2012, Respondent advised Mr. Ragland via text message he would meet him at the Criminal Justice Center to refund the unearned fee, and again Respondent failed to appear for the meeting.

103. On June 22, 2012, Respondent sent Mr. Ragland a third text message that he would meet Mr. Ragland on Sunday, June 24, 2012, to return the unearned fee. Respondent again failed to appear.

104. Since June 22, 2012, Respondent has failed to reply to any of Mr. Ragland's attempts to communicate with him, and has failed to return to Mr. Ragland the unearned fee.

Charge VII: The Gomez Matter

105. On February 14, 2012, Respondent entered his appearance on behalf of Luis Gomez in a criminal matter in the Court of Common Pleas of Philadelphia.

106. On May 3, 2012, Respondent failed to appear at a hearing on behalf of Mr. Gomez.

107. Respondent failed to inform the court that he was not able to appear on behalf of Mr. Gomez.

108. The case was continued to May 4, 2012, and Respondent again failed to appear and failed to notify the court he would not be appearing.

109. The case was continued to May 7, 2012, and Respondent again failed to appear and failed to notify the court that he would not be appearing.

110. On May 7, 2012, Respondent was found in contempt of court by the Honorable Sean F. Kennedy based on his failure to appear at three consecutive listings without notifying the court.

111. On May 30, 2012, Respondent failed to appear before Judge Kennedy for sentencing in his contempt conviction, although he did appear on this date in another courtroom in the Criminal Justice Center. Respondent was ordered on this date to pay a fine in the amount of $1,000 and court costs in the amount of $60.

112. On June 13, 2012, Respondent was to appear before Judge Kennedy to advise as to the status of payments. Respondent failed to appear before Judge Kennedy and Judge Kennedy found Respondent guilty of two counts of contempt of court.

113. On June 25, 2012, Respondent was to appear before Judge Kennedy and failed to do so. Respondent was ordered on this date to pay a fine in the amount of $2,500 for failure to appear in the contempt matter, in addition to court costs in the amount of $138.

114. Respondent thereafter failed to report his convictions to the Office of Disciplinary Counsel within 20 days, as required by Pa.R.D.E. 214(a).

Charge VIII: The Lois Matter

115. On June 16, 2010, Respondent deposited a check into his operating account from Progressive Casualty Insurance Company in the amount of $5,200 and made payable to "Kelly and John Lois, as individually and Husband and Wife & Nattiel, Seay and Hubble P.C. Only."

116. Respondent failed to deposit the check into his IOLTA Account.

117. On June 17, 2010, Respondent transferred $5,200 into his IOLTA account.

118. On June 21, 2010, Respondent's bank deducted from his operating account a deposit return chargeback in the amount of $5,200.

119. On July 6, 2010, Respondent deposited a second check from Progressive Insurance in the amount of $5,200 in regard to "Kelly and Peter Lois" into his IOLTA account.

Charge IX: The Bush Matter

120. On June 21, 2010, Respondent deposited into his operating account a check from GAB on behalf of Shoprite in the amount of $500 and made payable to "Nattiel & Associates, P.C." and "Elizabeth and James Bush."

121. Respondent failed to deposit the check into his IOLTA account.

122. On June 28, 2010, Respondent transferred $500 from his operating account into his IOLTA account.

123. On or about June 28, 2010, Respondent forwarded his IOLTA check to "Elizabeth and James Bush" in the amount of $500.

Charge X: Failure to Respond to ODC's Requests for Information

124. On May 21, 2012, Disciplinary Counsel forwarded to Respondent, by certified mail, return receipt requested, a DB-7A Request for Statement of Respondent's Position in regard to the Braxton and Reynolds matters.

125. On May 15, 2012, Respondent signed the green receipt card.

126. Respondent failed to respond to the allegations.

127. On August 1, 2012, ODC's Investigator personally served on Respondent a DB-7 Request for Statement of Respondent's Position dated July 30, 2012 in the Hughey-Brown, Johnson, and Ragland matters, and a DB-7 dated July 31, 2012 in the Gomez matter.

128. Respondent failed to respond to the allegations.

III. CONCLUSIONS OF LAW

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

2. RPC 1.4(a)(3) – A lawyer shall keep the client reasonably informed about the status of the matter.

3. RPC 1.4(a)(4) – A lawyer shall promptly comply with reasonable requests for information.

4. RPC 1.4(b) – A lawyer shall explain a matter to the extent necessary to permit the client to make informed decisions regarding the representation.

5. RPC 1.15(a) – A lawyer shall hold property of a client or third person that is in a lawyer's possession in connection with a representation separate from the lawyer's own property.

6. RPC 1.15(b) – Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. A lawyer shall deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

7. RPC 1.15(c) – Complete records of the receipt, maintenance and disposition of Rule 1.15 Funds or property shall be preserved for a period of five years after termination of the client-lawyer or fiduciary relationship or after distribution or disposition of the property, whichever is later.

8. RPC 1.15(d) – Upon receiving 1.15 Funds or property which are not Fiduciary funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law.

9. RPC 1.15(e) – Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to RPC 1.15 Funds, that the

client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property.

10. RPC 1.15(f) – When in possession of funds or property in which two or more persons, one of whom may be the lawyer, claim an interest, the funds or property shall be kept separate by the lawyer until the dispute is resolved.

11. RPC 1.15(i) – A lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as the fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner.

12. RPC 1.15(l) - All Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the requirements of the instrument governing the Fiduciary Funds.

13. RPC 1.16(a)(1) – A lawyer shall not represent a client, or where representation has commenced, shall withdraw from the representation of a client if the representation will result in violation of the Rules of Professional Conduct or other law.

14. RPC 1.16(a)(2) – A lawyer shall not represent a client, or where representation has commenced, shall withdraw from the representation of the client if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client.

15. Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest.

16. RPC 8.4(b) – It is professional misconduct for a lawyer to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as lawyer in other respects.

17. RPC 8.4(c) – It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

18. RPC 8.4(d) – It is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

19. Pa.R.D.E. – It is grounds for discipline to willfully violate any provisions of the Enforcement Rules.

20. Pa.R.D.E. 203(b)(7) – It is grounds for discipline to fail, without good cause, to respond to Disciplinary Counsel's request or supplemental request under Disciplinary Board Rules for a statement of respondent-attorney's position.

IV. DISCUSSION

Petitioner has the burden of proving ethical misconduct by a preponderance of evidence that is clear and satisfactory. *Office of Disciplinary Counsel v. Grigsby*, 425 A.2d 730 (Pa. 1981). Respondent failed to file an answer to the Petition for Discipline. Factual allegations in the Petition are deemed admitted if an answer is not timely filed. Pa.R.D.E. 208(b)(3) Respondent failed to appear at the disciplinary hearing, did not submit a brief to the Hearing Committee, and has not filed Exceptions to the Hearing Committee Report recommending his disbarment.

Respondent failed to maintain fiduciary funds inviolate and his IOLTA account was out of trust in amounts ranging from not less than $46.49 to $6,018.39. Respondent improperly commingled fiduciary funds and operating account funds, and

failed to deposit fiduciary funds into his IOLTA account. Most egregiously, Respondent on repeated occasions converted and misappropriated funds of his clients.

Respondent charged fees to represent clients and subsequently failed to perform services. He failed to act with diligence and promptness and failed to communicate with his clients. He failed to protect his clients' rights when he failed to return unearned fees on multiple occasions. Respondent was convicted of three counts of contempt of court for failing to appear, and failed to report his conviction to Office of Disciplinary Counsel within 20 days. Respondent's contempt convictions occurred while he was on disciplinary probation in a prior, separate matter.

Throughout his representation of his clients, Respondent engaged in repeated misrepresentations, omissions and deceit. His behavior demonstrates a long-standing pattern of neglect, deception and theft, and it appears that after converting unearned fees from numerous clients, Respondent essentially abandoned those clients and ceased all communication. His failure to respond in any way to the charges of misconduct, and his failure to appear at the disciplinary hearing, are acts which demonstrate a continuation of his abandonment of his responsibilities and obligations to his clients and the legal profession.

The Supreme Court does not tolerate attorneys who engage in conversion of entrusted funds and related misconduct, and has subjected such attorneys to lengthy suspension or disbarment. *Office of Disciplinary Counsel v. Monsour*, 701 A.2d 556 (Pa. 1997); *Office of Disciplinary Counsel v. Kanuck*, 535 A.2d 69 (Pa. 1987).

Cases similar to the instant matter have resulted in disbarment. In the matter of *Office of Disciplinary Counsel v. Keith Houser*, 158 DB 2004, (Pa. 2006), Mr. Houser, who had a prior history of discipline consisting of two private reprimands, failed to answer

the petition for discipline and failed to appear at the disciplinary hearing. He was disbarred for misappropriating estate funds in the amount of $500 in one matter, and engaging in neglect and dishonest conduct in another matter for which he had been paid a fee of $5,500. In the matter of *Office of Disciplinary Counsel v. Thomas Louie*, 108 DB 2002 (Pa. 2003), Mr. Louie failed to file an answer to petition and failed to appear for the disciplinary hearing. He had no history of discipline. He was disbarred for engaging in a three-year pattern of neglect, deception and misappropriation of fiduciary funds in the amount of $108,000 in one client matter.

The evidence demonstrates that Respondent is dishonest, untrustworthy, and unfit to practice law. Disbarment is necessary to protect the public and maintain the integrity of the legal profession.

V. RECOMMENDATION

The Disciplinary Board of the Supreme Court of Pennsylvania unanimously recommends that the Respondent, Willie Lee Nattiel, Jr., be Disbarred from the practice of law.

It is further recommended that the expenses incurred in the investigation and prosecution of this matter are to be paid by the Respondent.

Respectfully submitted,

THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

By: _____
P. Brennan Hart, Board Member

Date: October 28, 2014