IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2591 Disciplinary Docket No. 3
	:	
Petitioner	:	No. 127 DB 2017
	:	
v.	:	Attorney Registration No. 93165
	:	
SCOTT LAWRENCE KRAMER,	:	(Delaware County)
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 30th day of July, 2019, Respondent's Praecipe to Withdraw Application and Request for Oral Argument is granted. Upon consideration of the Report and Recommendations of the Disciplinary Board, Scott Lawrence Kramer is disbarred from the Bar of this Commonwealth, and he shall comply with the provisions of Pa.R.D.E. 217. Respondent shall pay costs to the Disciplinary Board pursuant to Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 07/30/2019

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. 127 DB 2017
v.	:	Attorney Registration No. 93165
SCOTT LAWRENCE KRAMER Respondent	:	(Delaware County)

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

On August 23, 2017, Petitioner, Office of Disciplinary Counsel, filed a Petition for Discipline against Respondent, Scott Lawrence Kramer, charging him with violation of multiple Rules of Professional Conduct in six separate client matters. Following the parties' Stipulation to a one-time twenty day extension, Respondent filed an Answer to Petition for Discipline on October 10, 2017.

On October 20, 2017, the Petition was referred to a District II Hearing Committee ("Committee") comprised of Chair Philip D. Press, Esquire and Members

James C. Higgins, Esquire and Robert B. Mulhern, Jr., Esquire. Chair Press conducted a prehearing conference on December 19, 2017. The Committee conducted a disciplinary hearing on February 22, 2018 and April 4, 2018. Respondent appeared and was represented by counsel. The parties submitted Stipulations of Undisputed Fact ("Stipulations") prior to the first hearing date. Petitioner presented the testimony of three witnesses and introduced into evidence the Stipulations and Exhibits ODC-1 through ODC-89. Respondent did not testify on his own behalf, call witnesses, or introduce exhibits.

On June 8, 2018, Petitioner filed a Brief to the Committee and recommended that Respondent be disbarred.

On July 30, 2018, Respondent filed a Brief to the Committee and recommended that the Petition for Discipline be dismissed, or in the alternative, he be suspended for one year with the suspension stayed and probation for one year.

On October 29, 2018, the Committee filed a Report, concluding that Respondent committed ethical misconduct and recommending that he be disbarred from the practice of law.

On November 16, 2018, Respondent filed a Brief on Exceptions and requested oral argument before the Board. He requests that the Board dismiss the Petition for Discipline or in the alternative, recommend to the Court the imposition of substantially less discipline than disbarment.

On December 5, 2018, Petitioner filed a Brief Opposing Respondent's Exceptions and requests that the Board adopt the Committee's findings and recommend that Respondent be disbarred.

Oral argument was held before a three-member panel of the Board on January 7, 2019.

The Board adjudicated this matter at the meeting on January 10, 2019.

II. FINDINGS OF FACT

The Board makes the following findings:

1. ODC 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 any attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of said Rules. (Pet. for Discipline and Answer - 1)

2. Respondent, Scott Lawrence Kramer, was born in 1979, was admitted to practice law in the Commonwealth of Pennsylvania in 2004, and has an office located at 11 S. Olive Street, Suite 100, Media, PA 19063. (Stipulation ("S") - 1-3) Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

3. Respondent has no prior record of attorney discipline.

The Jon Nelson Matter

4. Respondent represented Jon A. Nelson from on or about March 2010, until on or about October 2015. (S - 4)

5. Respondent handled each of Mr. Nelson's matters on an earned upon receipt fee basis. (S - 5)

6. On March 23, 2010, Respondent and Mr. Nelson entered into two fee agreements. (S - 6)

7. Respondent did not deposit Mr. Nelson's payment of legal fees in the amount of $750.00 and $2,000.00 into an IOLTA. (S - 7)

8. In September 2010, Respondent met with Mr. Nelson about a new criminal matter involving the sale of drugs from Mr. Nelson's home to an undercover police officer. Respondent quoted Mr. Nelson a fee of $3,500.00, and advised Mr. Nelson that he could execute a fee agreement the following day. (S - 8)

9. Mr. Nelson gave Respondent a check for $3,500.00. (S - 9)

10. Respondent and Mr. Nelson discussed Mr. Nelson's involvement in the drug trade on behalf of the Mexican Cartel and Mr. Nelson's fear of being arrested. (S - 10)

11. Respondent prepared a Power of Attorney for Mr. Nelson, which appointed Respondent as Mr. Nelson's attorney-in-fact. (S - 11)

12. Mr. Nelson executed the Power of Attorney on September 24, 2010. (S - 12; Exhibit ODC-1)

13. In his capacity as Mr. Nelson's agent under the Power of Attorney, on September 24, 2010, Respondent signed an acknowledgment of an agent's duties. (S - 13; Exhibit ODC-2)

14. The Acknowledgment provides that Respondent shall: a) "exercise the power for the benefit of the principal"; b) "keep the assets of the principal separate from [his] assets"; c) "exercise reasonable caution and prudence"; and d) "keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal." (Exhibit ODC-2)

15. In September 2010, Mr. Nelson was arrested, taken into custody and incarcerated at the Chester County Prison. (S - 14)

16. Because Mr. Nelson's bank accounts and other assets were frozen by federal authorities, his check to Respondent for $3,500.00 was dishonored by the bank. (S - 15)

17. On October 4, 2010, Respondent wrote to Mr. Nelson. (S - 16) This letter addressed the dishonoring of the check by the bank and advised him that, pursuant to the Power of Attorney, he would withdraw from Mr. Nelson's account the fee to cover the $3,500.00 check as well as $2,500.00 for the pending forfeiture matters, both as retainers earned upon receipt. (Exhibit ODC-3)

18. Respondent withdrew $3,500.00 and $2,500.00 from Mr. Nelson's Questar Capital Account (the "Questar Account"), but did not deposit those fees into the IOLTA. (S -17)

19. In addition to Mr. Nelson's Questar Account, Respondent also had access to Mr. Nelson's Vanguard Account. (S -18)

20. On October 12, 2010, Respondent and Mr. Nelson executed a fee agreement for a fee of $300,000.00 ("First Fee Agreement"). (S -19) The First Fee Agreement is titled Hourly Fee Agreement and provides in part as follows: "As compensation for the legal services Attorney renders, Client agrees to pay an hourly rate of Three Hundreds [sic] ($300.00) Dollars an hour [sic] with the minimum earned upon receipt retainer of Three Hundred Thousand ($300,000.00) Dollars." (Exhibit ODC-4)

21. On October 12, 2010, Respondent and Mr. Nelson executed a second fee agreement for a fee of $120,000.00 ("Second Fee Agreement").[1] (Petition for Discipline and Answer – 19) The Second Fee Agreement is titled Addendum to Hourly Fee Agreement and provides in part as follows: "As compensation for the legal services Attorney renders, Client agrees to pay an hourly rate of Three hundred ($300.00) Dollars with the minimum earned upon receipt retainer of One hundred and Twenty Thousand Dollars ($120,000.00) which is earned upon receipt." (Exhibit ODC-5)

22. Respondent made periodic transfers from Mr. Nelson's Questar Account and Vanguard Account to the IOLTA in order to pay Respondent's $420,000.00 fee and Mr. Nelson's other expenses, such as his mortgage payments and rental payments for a storage unit. (S - 20)

23. Respondent's transferring funds from the Questar and Vanguard accounts to the IOLTA was not appropriate where the funds were used to pay Mr. Nelson's expenses, as Respondent should have written Mr. Nelson's checks on these two accounts pursuant to the Power of Attorney.

24. Respondent did not issue invoices to Mr. Nelson for legal services. (S - 21)

25. Sometime prior to February 29, 2016, Mr. Nelson submitted a complaint about Respondent to the Disciplinary Board, and by DB-7 dated February 29, 2016, Petitioner notified Respondent of Mr. Nelson's complaint and asked him to provide documentation including financial records. (S - 43; Exhibit ODC-19)

[1] Petitioner and Respondent refer to the two fee agreements dated October 12, 2010 as the First Fee Agreement and the Second Fee Agreement even though Respondent had prior fee agreements with Mr. Nelson.

26. Respondent thereafter, with the advice of counsel, provided information and documentation to Petitioner. Because Respondent gave incomplete information in response to requests, Petitioner served a subpoena upon Respondent and Respondent furnished additional responses. (S- 43 - 48, 51 - 58, 61 - 64, 86 - 87; Exhibits ODC-22 – 24, 27, 28, 31 - 33, 35, 36, 38, 39)

27. Petitioner subpoenaed Respondent's IOLTA records and other documents from Santander Bank, and Santander Bank produced subpoenaed records. (S— 50, 59; Exhibits ODC-26, 34)

28. After receiving records from Respondent and Santander Bank, Daniel Richer, an Auditor/Investigator with Office of Disciplinary Counsel, prepared an analysis for the IOLTA from October 1, 2010 through July 7, 2016. (S— 60; Exhibit ODC-36; N.T. 122 - 129)

29. Mr. Richer revised the IOLTA Analysis as of March 23, 2017 to incorporate the information Respondent provided by letter dated March 3, 2017. (S - 65; Exhibit ODC -37; N.T. 133 - 134) Respondent and his counsel also met with ODC to review the IOLTA Analysis, and Mr. Richer incorporated information that was provided at that meeting. (N.T. 123-124,127)

30. The revised IOLTA Analysis includes the dates of each transaction, the amount, the information on the memo portion of a check, the client matter, and the source of the funds whenever available from the records obtained by way of subpoena to Santander Bank and the records Respondent produced. (S - 66; Exhibit ODC-37)

31. The revised IOLTA Analysis increases the amount of fees Respondent received on behalf of Mr. Nelson by $8,400.00. (S- 67; Exhibit ODC-37)

32. The revised IOLTA Analysis reflects that by May 11, 2011, Respondent had received $420,000.00 for representing Mr. Nelson. (S - 68; Exhibit ODC-37)

33. The revised IOLTA Analysis reflects that Respondent issued checks and made withdrawals from the IOLTA after he received his fee of $420,000.00 for representing Mr. Nelson. (S- 69; Exhibit ODC-37)

34. The revised IOLTA Analysis reflects that Respondent issued checks and made withdrawals from the IOLTA in the amount of $507,900.00, for his fees for representing Mr. Nelson. (S - 70; Exhibit ODC-37; N.T. 134)

35. The revised IOLTA Analysis reflects that Respondent received a total of $489,500.00 by December 6, 2011 (14 months after the First Fee Agreement and Second Fee Agreement were executed by Mr. Nelson); that Respondent received an additional $18,400 between August 1, 2013 and August 19, 2013; and that the total received by Respondent by August 19, 2013 for fees was $507,900. (Exhibit ODC-37)

36. The revised IOLTA Analysis reflects that Respondent drew $87,900.00 from the IOLTA in excess of the $420,000.00 fee. (S - 71; Exhibit ODC-37; N.T. 134 - 135)

37. The total amount Respondent withdrew from Mr. Nelson's Questar Account was $746,647.96, which includes reinvested income, i.e., dividends. (S - 72)

38. Respondent issued a check for fees from Mr. Nelson's Questar Account for $36,000.00, payable to the IOLTA. (S – 73) This check is dated June 17, 2011. (Exhibit ODC-30)

39. Respondent did not deposit the $36,000.00 check into the IOLTA. (S - 74; N.T. 156 -157)

40. Respondent received $123,900.00 ($87,900.00 + $36,000.00) more than the $420,000.00 fee. (S - 75)

41. In addition to receiving excess fees of $123,900.00, Respondent used

$5,000.00 he had withdrawn on January 11, 2011 from the IOLTA belonging to Mr. Nelson, to make an investment in Respondent's Scottrade Account. (S - 76; N.T. 131 - 132) Respondent claims that the $5,000.00 was mistakenly withdrawn from his IOLTA account instead of his business account, but has no introduced no evidence to support this claim. (Exhibit ODC-36)

42. Respondent received a total of $128,900.00 in excess fees and the Scottrade transaction from entrusted funds belonging to Mr. Nelson. (S - 77)

43. On February 19, 2014, Respondent wrote to Mr. Nelson. (Exhibit ODC-9) In this letter, Respondent said that "enclosed is a Statement of monies distributed as well as your left over balance." Attached to the letter is a document that lists several dollar amounts for living expenses (presumably for Mr. Nelson), bills paid for Mr. Nelson, miscellaneous other expenses, "legal fees $300,000 (earned upon receipt)" and a balance of $17,563.05. (Exhibit ODC-9)

44. This Statement is not accurate as to the amount of legal fees received by Respondent as of February 19, 2014, as Respondent had received legal fees of $507,900.00 plus $36,000.00 well before that date. (Exhibit ODC-37)

45. By letter dated September 2, 2015, Mr. Nelson requested "a full and complete itemized accounting" of the $300.000.00 account "in hourly rates and specific." Mr. Nelson requested that there be "exact dates, times used, and accomplished goals on behalf of Jon A. Nelson's cases." (Exhibit ODC-13)

46. By letter dated September 10, 2015, Respondent wrote to Mr. Nelson and stated as follows:

> In regards to your fee agreement, you have a copy of that already. In your fee agreement that was signed by both parties, my fee was earned upon receipt. This means that once the fee was paid, it has been earned in full. However, I did keep billing of all the hours that I did for all of your legal matters. If you would like a copy of the time that was spent on all your legal matters, I would be more than happy to provide you a copy of the same within 30 days...
>
> (Exhibit ODC-14)

47. Respondent prepared an undated 34 page Bill of Services covering the period of September 24, 2010 through April 12, 2013. (Exhibit ODC-18) Respondent believes that this was sent to Mr. Nelson sometime between September 10 and September 15 in accordance with his agreement to do so as stated in Respondent's letter dated September 10, 2015. (Exhibit ODC-29, pages 64 - 65)

48. This Bill of Services shows billing entries charged at $300.00 per hour and a total of $136,375.00 for fees and $78.26 for expenses, for a grand total of $137,153.26. (Exhibit ODC-18)

49. Respondent deposited personal funds into the IOLTA for reasons other than to pay services charges. (S - 78)

50. Respondent made 44 deposits consisting of cash and transfers from Respondent's personal accounts and his other business accounts into the IOLTA, in order to make distributions on behalf of Mr. Nelson and to repay some of the funds he had received in excess of the $420,000.00 fee. (S - 79)

51. Respondent repaid Mr. Nelson most of the excess fees such that he netted a fee of $257,460.66. (S - 80) This repayment occurred sometime after July 7, 2016, which is after the initiation of Petitioner's investigation into Mr. Nelson's complaint against Respondent.

52. The revised IOLTA Analysis reflects that, as of July 7, 2016 (the last date on the Analysis and about four and one-half months after the ODC's DB-7 Request for Statement advising Respondent of the ODC's investigation), Respondent had not repaid any of the $507,900.00 to Mr. Nelson. (Exhibit ODC-37).

53. Respondent has not repaid Mr. Nelson for the $5,000.00, he used to make an investment into Respondent's Scottrade Account. (S - 81) Respondent claims he remains ready, willing and able to reimburse the $5,000. (Answer - 48, 52)

54. The earned upon receipt retainers totaling $420,000.00 as set forth in the First Fee Agreement and the Second Fee Agreement are clearly excessive for the work that was to be performed.

55. Keeping $257,460.66 for fees from Mr. Nelson was clearly excessive where the work performed by Respondent at an hourly rate of $300.00 resulted in actual fees of $136,375.00 as well as expenses of $78.26.

56. From October 1, 2010 through at least March 3, 2017, Respondent did not maintain a check register or a separately maintained ledger for the IOLTA, Respondent's operating account or on behalf of Mr. Nelson's accounts during the period. (S - 82)

57. From October 1, 2010 through at least March 3, 2017, Respondent did not maintain an individual ledger for any trust client[2] showing the source, amount and nature of all funds received from or on behalf of the client, the description and amount of charges or withdrawals, the names of all persons or entities to whom such funds were disbursed, and the dates of all deposits, transfers, withdrawals and disbursements. (S - 83)

58. From October 1, 2010 through at least March 3, 2017, Respondent did not keep a regular trial balance of the individual client trust ledgers. (S - 84)

59. From October 1, 2010 through at least March 3, 2017, Respondent did not reconcile the IOLTA. (S - 85)

60. Respondent personally handled each transaction in the IOLTA. (S - 88)

61. Respondent personally handled Mr. Nelson's Questar Account. (S - 89)

62. On August 20, 2013, Respondent filed Mr. Nelson's Motions for Reconsideration of Sentence, Nunc Pro Tunc, in the Chester County Court of Common Pleas in *Com. v. Jon A. Nelson*, CR-0002697-2010, CR-0003648-2010 and CR-0000777-2010. (S - 22)

63. After those motions were denied on September 19, 2013, Respondent and Mr. Nelson discussed filing an appeal in the Superior Court. (S - 23)

[2] The Hearing Committee notes that the Findings of Fact in paragraphs 56 - 58, which are taken from the stipulated facts of the parties, refer to all trust clients, and not just Mr. Nelson or the other specific clients that are the subject of ODC's Petition.

64. By letter dated November 27, 2013, Mr. Nelson wrote to Respondent regarding making a $20,000.00 distribution to Mr. Nelson's son, Tanner Nelson. (S - 24; Exhibit ODC-6)

65. By letter dated December 4, 2013, Respondent wrote to Mr. Nelson. In this letter, Respondent advised Mr. Nelson that "I have appealed your matter to Superior Court as per our prior discussions." (S - 25; Exhibit ODC- 7)

66. Respondent did not file an appeal on Mr. Nelson's behalf either on or after December 4, 2013. (S - 26)

67. By letter dated October 5, 2015, Mr. Nelson wrote to Respondent. In this letter, Mr. Nelson states to Respondent that "You are fired as my attorney." (S - 36; Exhibit ODC-15)

68. Respondent received Mr. Nelson's letter dated October 5, 2015. (S - 37)

69. Respondent was terminated by Mr. Nelson. (S - 38)

70. Auditor/Investigator Richer credibly testified at the hearing concerning this matter.

The Jennell Williams/Kevin Norris Matter

71. In February 2016, Kevin Norris resided in a nursing home. (S - 90)

72. On February 26, 2016, Respondent met with Jennell Williams and Maxine Baxter. (S - 91)

73. The purpose of this meeting was to discuss custody for Mr. Norris' special needs son. (Exhibits ODC-44, ODC-45)

74. Respondent told Ms. Williams and Ms. Baxter that he would file an Emergency Custody Action so that a hearing would be held within 30 days. He also agreed to accept installment payments toward the $3,500.00 earned upon receipt fee. (S - 92)

75. Ms. Baxter provided Respondent with various documentation. (S - 93)

76. Ms. Baxter did not provide a Power of Attorney authorizing either Ms. Baxter or Ms. Williams to act on Mr. Norris' behalf. (S - 94)

77. In anticipation of filing an Emergency Complaint in Custody and Petition (collectively "the Petition"), Respondent asked Ms. Williams and Ms. Baxter to sign a blank Verification which he would attach to the Petition. (S - 95)

78. On March 1, 2016, Ms. Williams and Ms. Baxter personally delivered funds to Respondent for payment towards Mr. Norris' fees. (S - 96)

79. Ms. Baxter and Ms. Williams signed an Hourly Fee Agreement that is dated March 3, 2016 and which contains the following relevant provisions:

a. 1. THIS AGREEMENT is made on March 2, 2016 between Jennelle [sic] Williams ("Client") and Scott L. Kramer, Esquire ("Attorney").

b. 2. **Retainer.** Client wants Attorney to represent Jennelle [sic] Williams, Maxine Baxter and Kevin Norris v. Shamyra Miller.

c. 3. **Compensation.** As compensation for the legal services Attorney renders, Client agrees to pay a retainer of Three Thousand Five Hundred ($3,500.00) Dollars, which is earned upon receipt retainer, billable at $200.00 an hour, earned upon receipt [sic].

(Exhibit A of Exhibit ODC-45)

80. The "legal services" to be performed by Respondent are not described in the Hourly Fee Agreement other than the reference in the "Retainer" section quoted in paragraph 79 of these Findings of Fact. (Exhibit A of Exhibit ODC-45)

81. The Hourly Fee Agreement was not signed by Mr. Norris, and it does not identify anyone as being authorized to act on behalf of Mr. Norris pursuant to a Power of Attorney. (Exhibit A of Exhibit ODC-45)

82. Ms. Baxter and Ms. Williams also signed a blank Petition, Verification and other documents to be filed with the Court. (S – 98) Respondent admitted that he should not have allowed his clients to prematurely sign the verification.

83. On March 3, 2016, Ms. Williams and Ms. Baxter personally delivered funds to Respondent for payment towards Mr. Norris' fees. (S - 99)

84. On April 6, 2016, Ms. Baxter gave Respondent additional monies toward Mr. Norris' fees. (S – 100)

85. The total amount of the fees paid was $2,400.00. (Exhibit ODC-44 and Exhibit ODC-45)

86. The fees that were paid were not deposited into Respondent's IOLTA. (Exhibit ODC-44 and Exhibit ODC-45)

87. Respondent began to draft the Petition on March 2, 2016. On April 6, 2016, he handwrote the date of April 6, 2016, next to the signatures for Ms. Baxter and Ms. Williams. (S - 101)

88. Mr. Norris died on April 9, 2016. (S - 102)

89. The named plaintiffs in the Petition are Jennelle [sic] Williams, Maxine Baxter and Kevin Norris. (Exhibit ODC- 40)

90. The Verification of the Petition is signed by Jennell L. Williams, Maxine Baxter and "Maxine Baxter POA" on the signature line for Mr. Nelson. (Exhibit (ODC-40)

91. Respondent has admitted that correct Power of Attorney designations were inadvertently omitted from the Petition and related documents. (Paragraph 3 of DB-7A August 2, 2016 and Response September 15, 2016)

92. The Petition was served on April 9, 2016. (S - 103)

93. The Petition contained numerous inaccuracies, including the following:

a. it identified Ms. Williams, Ms. Baxter and Mr. Norris as plaintiffs;

b. it identified Ms. Baxter as Mr. Norris' sister and Power of Attorney;

c. it asked the Court to award custody to all three plaintiffs when only Mr. Norris wanted custody and had standing to bring a custody action;

d. it stated that Ms. Williams, Ms. Baxter and Mr. Norris intended to rent an apartment in Media, PA;

e. it stated that Mr. Norris' son resided with Ms. Miller when he was in CYS's custody; and

f. Respondent failed to comply with the requirements of Pennsylvania Rule of Civil Procedure 1915.15 and 23 P.S. Section 5337(c). (Exhibit ODC-40)

94. By April 10, 2016, Respondent had at least one telephone conversation with Ms. Baxter and one telephone conversation with Ms. Williams regarding Mr. Norris' death. Ms. Williams requested a refund. (S - 104)

95. After learning about Mr. Norris' death, Respondent made no effort to contact the process server to discontinue efforts to serve or file the Petition. (S - 105)

96. On April 11, 2016, the process server delivered the original Petition and filing fee to the Court. (S - 106; Exhibit ODC-40)

97. The Court scheduled a custody hearing to be held on May 20, 2016. (S -107)

98. Respondent did not notify the court after he learned about Mr. Norris' death so the court could cancel the custody hearing. (S - 113)

99. By Order dated April 15, 2016, the Honorable Dominic F. Pileggi denied Respondent's Petition. (S - 114; Exhibit ODC-41)

100. Respondent agreed to issue a partial refund to Ms. Baxter. (S - 115)

101. On May 10, 2016, Respondent met with Ms. Williams and Ms. Baxter. He gave Ms. Baxter a check for $1,400.00, noting "accord & satisfaction" on the memo line. (S - 116; Exhibit ODC-42)

102. Respondent also provided copies of the fee agreement and Order dated April 15, 2016 to Ms. Baxter and Ms. Williams. (S - 117)

103. Respondent did not inform Ms. Baxter or Ms. Williams about the Order dated April 15, 2016 or that the Petition had been dismissed until May 10, 2016. (S - 118)

104. Respondent did not inform Ms. Baxter or Ms. Williams about the date and time of the custody hearing. (S - 119)

105. On May 20, 2016, the Court convened for the custody hearing. When neither Respondent nor the parties appeared for the custody hearing, the Court issued an Order dismissing the Petition. (S - 121; Exhibit ODC-43)

The Alphonso White Matter

106. Alphonso White, a convicted sex offender, is not allowed to leave Philadelphia without first obtaining permission from his probation officer. (S - 127)

107. On March 31, 2016, Mr. White was re-sentenced by the Honorable Frank Palumbo, a judge in the Philadelphia Court of Common Pleas, for violating probation in the matter captioned *Com. v. Alphonso White*, R-0403991-1996 (PCCP). As part of the re-sentencing, Mr. White's probation was extended for an additional five years. (S - 128; Exhibit ODC-49)

108. On or about Friday, April 8, 2016, Respondent had a telephone conversation with Mr. White about filing a Motion for Reconsideration within the 10-day filing deadline and other strategies pertaining to Mr. White's sentencing. (S - 129)

109. Mr. White did not have $1,000.00, but he agreed to allow Respondent to immediately debit Mr. White's account with the Police and Fire Federal Credit Union ("PFFCU") for $430.00, and to pay the remaining $570.00 later. (S - 130; Exhibit B of Exhibit ODC-52)

110. On Saturday, April 9, 2016, Respondent prepared a letter to Mr. White confirming his representation for filing a Motion for Reconsideration of Violation of Probation Sentence, and an earned upon receipt fee of $1,000.00 with payment of $430.00 over the telephone by debit card on April 8, 2016 with the balance due within two days by debit card. Respondent also wrote that he needed Mr. White to come to his office

immediately so that the Motion could be filed timely or as a Nun [sic] Pro Tunc, and explained that, "if an office is retained on the deadline, usually as a courtesy the Courts will agree to hear a Motion for Reconsideration even though it is outside of the deadline." (Exhibit A of Exhibit ODC-52)

111. It is unknown if this letter was received by Mr. White, and, if so, the date on which it was received.

112. There is no evidence that Mr. White signed a fee agreement.

113. On Sunday, April 10, 2016, the PFFCU debited Mr. White's account for $430.00 and deposited the funds into Respondent's operating account. Mr. White's remaining balance in the PFFCU account was $.32. (S - 131)

114. The 10-day deadline in which to file the Motion for Reconsideration was Monday, April 11, 2016. (S - 132)

115. Respondent did not contact the Philadelphia Court of Common Pleas or check the on-line criminal dockets for any information in order to prepare the Motion for Reconsideration. Respondent did not file a Motion for Reconsideration on or before April 11, 2016. (S - 133)

116. Mr. White asked Respondent to refund the payment of $430.00. (S - 134)

117. Respondent claims that he orally agreed to refund $430.00 to Mr. White. (S - 135)

118. Respondent did not refund any amount to Mr. White. (S - 136)

119. Mr. White disputed the debit transaction with the PFFCU. (S - 137)

120. By letter dated August 15, 2016, the PFFCU determined that Mr. White had a valid dispute and allowed him to retain a provisional credit in the amount of $430.00. (S - 138; Exhibit ODC-50)

121. Respondent did not contest PFFCU's determination. (S - 139)

The Lonnell I. Duckett Matter

122. On July 10, 2015, the Honorable Richard M. Cappelli appointed Respondent to represent Lonnell Irvin Duckett as appeals counsel in the matter captioned *Com. v. Duckett*, CR-0000534-2014, and (Delaware County CCP). (S - 142)

123. On October 1, 2015, Respondent filed an initial 1925(b) Statement. (S - 143)

124. On October 8, 2015, Respondent filed a Notice of Appeal with the Superior Court in the matter captioned *Com. v. Duckett*, 2943 EDA 2015 (the "Appeal"). (S - 144)

125. When Respondent did not receive the trial court record so that he could finalize Mr. Duckett's Statement of Matters Complained of on Appeal, he filed motions for extensions of time. The trial court granted both motions and extended the filing period for 60 days each time. The final deadline was December 26, 2016. (S - 145)

126. Since December 26, 2016, was a court holiday, Respondent had until December 27, 2016, to file a 1925(b) Statement. (S - 146)

127. Respondent received the trial and sentencing transcripts in November 2016. (S - 147)

128. Respondent determined that no additional appellate issues would be raised. (S -148)

129. Mr. Duckett wrote to Respondent by letters dated January 3, 2016, March 14, 2016, May 9, 2016, June 27, 2016, October 4, 2016, and December 21, 2016. (S - 150; Exhibit ODC-54.)

a. In the January 3, 2016 letter, Mr. Duckett requested an update about the case.

b. In the March 14, 2016 letter, Mr. Duckett requested information about the status and any updates about his appeal.

c. In the May 9, 2016 letter, Mr. Duckett requested information about the status or any updates of his appeal, and he asked for responses to some specific questions that he had after reviewing the docket sheet.

d. In the October 4, 2016 letter, Mr. Duckett requested information about the status or any updates about his case. He again raised some specific questions and he also requested a visit from Respondent or a video chat.

e. In the December 21, 2016 letter, Mr. Duckett requested a copy of the transcripts and any information concerning his case. He stated that, "[s]ince assigned as my Attorney we haven't met or haven't really discuss [sic] the matters and any information concerning this case."

(Exhibit ODC-54)

130. Respondent received Mr. Duckett's letters. (S - 151)

131. By letter dated June 14, 2017, Respondent transmitted the trial court's opinion to Mr. Duckett. (S - 152)

132. The only written communication to Mr. Duckett that Respondent has submitted in this proceeding is a copy of a letter dated October 11, 2016 in which he addressed the topic of scheduling an audio/visual meeting with Mr. Duckett. (Exhibit B of Exhibit ODC-56)

133. It is unknown whether this letter was received by Mr. Duckett.

134. The Superior Court Docket Sheet shows that there was little docket activity between the time that the Notice of Appeal was filed on October 8, 2015 and the time that the Trial Court Opinion was received and a Briefing Schedule issued on June 14, 2017. (Exhibit ODC-53)

The Philip Green Matter

135. Philip Green credibly testified at the disciplinary hearing. Mr. Green is a disabled naval veteran who principally communicates by email. (S - 155; Exhibit ODC-57)

136. Mr. Green is deaf in his left ear, has Meniere's syndrome and has hearing loss in his right ear, which can affect his ability to communicate in certain environments. (N.T. 75 – 76) Notwithstanding this disability, Mr. Green demonstrated no difficulty communicating verbally during his testimony.

137. On October 11, 2016, Mr. Green posted an internet inquiry for an attorney to help him with matters involving his former girlfriend, Kanitra Johnson a/k/a Neicy Johnson. Respondent replied and agreed to meet with Mr. Green later that day. (S - 156)

138. On October 11, 2016, Respondent met with Mr. Green and discussed Mr. Green's concerns and legal recourse regarding Ms. Johnson. (S - 157)

139. Respondent was retained to defend Mr. Green at a family court hearing in Philadelphia on November 21, 2016 for a fee of $1,500.00. On October 11, 2016, Mr. Green authorized Respondent to debit his credit card or the sum of $1,500.00. (S - 158) This matter involved a PFA Petition filed by Ms. Johnson against Mr. Green. (N.T. 76 - 78)

140. Respondent debited Mr. Green's credit card for $1,500.00, and deposited the funds into Respondent's operating account. (S - 159)

141. Respondent gave Mr. Green a hand-written receipt for the $1,500.00 credit card payment. (S - 160)

142. On or about November 18, 2016 Respondent debited Mr. Green's credit card for the sum of $2,000.00, which was deposited into Respondent's operating account. (S - 161)

143. The $2,000.00 payment represented Respondent's earned upon receipt fee of $1,500.00 for a PFA action to be filed against Ms. Johnson in Delaware County and $500.00 toward Respondent's earned upon receipt fee of $1,000.00 for a civil fraud action to be filed against Ms. Johnson in Delaware County. (S - 162)

144. Beginning November 20, 2016, Respondent debited Mr. Green's credit card every two weeks for $500.00 until he received another earned upon receipt fee of $2,500.00. Respondent debited Mr. Green's card for $500 00 on: November 20, 2016; December 2, 2016; December 17, 2016; December 24, 2016; and January 14, 2017. (S - 163)

145. Mr. Green denies that he authorized these five $500.00 credit card payments. (N.T. 86 - 87)

146. Respondent deposited each debit of $500.00 into his operating account. (S - 164)

147. Total earned upon receipt retainers quoted by Respondent to Mr. Green were $7,000.00.

a. $1,500.00 for defending the PFA in Philadelphia (Exhibit A of Exhibit ODC-63);

b. $1,500.00 for representation "regarding cooperating of a potential insurance fraud matter against All State [sic] Insurance." (Exhibit B of Exhibit ODC-63);

c. $1,500.00 for PFA in Delaware County to be filed against Ms. Johnson (Exhibit C of Exhibit ODC-63);

d. $1,000.00 for potential civil fraud matter against Ms. Johnson (Exhibit C of Exhibit ODC-63); and

e. $1,500.00 for PFA expungement in Philadelphia (Exhibit C of Exhibit ODC-63).

148. Total earned upon receipt retainers received by Respondent from Mr. Green were $6,000.00.

a. $1,500.00 on October 11, 2016 for defending the PFA in Philadelphia (S-136; S-137)

b. $2,000.00 on November 18, 2016, of which $1,500 was for the PFA to be filed in Delaware County and $500.00 was a partial payment for the $1,000 earned upon receipt retainer for filing the civil fraud action (S-161; S-162)

c. $2,500.00 from five $500 charges to Mr. Green's credit card between November 20, 2016 and January 14, 2017 (S-163)

149. There is no evidence that Mr. Green signed any fee agreements.

150. On November 21, 2016, Respondent appeared with Mr. Green in Philadelphia Family Court in the PFA matter. (S - 165)

151. The Court issued an order to vacate the action. (S - 166; Exhibit ODC-59)

152. On November 30, 2016, Respondent emailed Mr. Green. (S - 167) The content of the email message is as follows:

> I have the pfa papers for delaware county ready to be filed
>
> I have the lawsuit in delco for the insurance fraud ready as well
>
> also, when do you want to schedule a meeting with c.i.d. to give a statement
>
> thanks
>
> scott
>
> (Exhibit ODC-60; grammar quoted as it appears in the message)

153. By emails dated December 8, 2016, Mr. Green wrote to Respondent. (S - 169) There was an exchange of several email messages between Mr. Green and Respondent from December 1, 2016 to December 8, 2016 during which Mr. Green expressed concern that the PFA Petition had not yet been filed and his frustration about that. (Exhibit ODC-57)

154. On December 12, 2016, Respondent filed a PFA in the Delaware County Court of Common Pleas against Ms. Johnson and obtained a 90-day temporary PFA Order. (S - 170)

155. Mr. Green wanted a three-year PFA Order, and he claims that Respondent sought only a 90 day PFA Order. (N.T. 90 - 92)

156. On January 26, 2017, Mr. Green emailed Respondent. (S - 171) The content indicates there were actually three email messages from Mr. Green on that date. One of them concerned a complaint about having made a credit card payment of $1,500 for the PFA and credit card payments of $1,000 and $1,500 for the fraud case that he was still waiting for. (Exhibit ODC-57)

157. Mr. Green hired another attorney to handle his Delaware County PFA action and terminated Respondent. (S - 173) After Ms. Johnson violated the 90-day PFA Order, Mr. Green's new attorney obtained a three-year PFA Order. (N.T. 93 - 94)

158. Respondent never filed a fraud action, civil action or PFA expungement on Mr. Green's behalf. (S - 174)

159. There is no evidence that Respondent performed any substantive legal work on behalf of Mr. Green with respect to dealing with Allstate Insurance Company.

160. Mr. Green disputed Respondent's five charges of $500.00 on his Chase credit card. His dispute was denied by letter dated April 8, 2017. (S - 175; Exhibit ODC-61)

161. In Respondent's letter dated February 24, 2017, Respondent states that, "As discussed in my office, the billing is correct. We went over your credit card

statements in my office as well as what fees this office is [sic] charged as well as correspondence." (Exhibit D of Exhibit ODC-63)

162. In the letter dated February 24, 2017, Respondent asked Mr. Green to let him know how he wanted him to proceed with the insurance fraud matter, the civil suit and the PFA expungement. (Exhibit D of Exhibit ODC-63)

163. Mr. Green testified that he did not understand this letter and that the letter did not make sense to him, as Respondent took the money and was not providing the product that the money was for. (N.T. 112 - 114)

164. Respondent provided legal services to Mr. Green with respect to the PFA in Philadelphia and the PFA in Delaware County, and did not provide any legal services for the other matters for which he was retained and received earned upon receipt retainers.

The Jack Parker Matter

165. Jack Parker testified credibly at the disciplinary hearing. Mr. Parker is incarcerated for various crimes involving his estranged wife, Deborah Thomas-Parker. (S - 179)

166. In January 2013, Mr. Parker contacted Respondent about withdrawing a guilty plea before the sentencing hearing on February 19, 2013, in the matter captioned *Com. v. Jack Parker*, CP-23-CR-40-2012 (Delaware County CCP). (S - 180)

167. Respondent met with Mr. Parker at the George W. Hill Correctional Facility. Respondent told Mr. Parker that his fee would be $1,500.00 for handling the

withdrawal of Mr. Parker's guilty plea and $5,000.00 to appeal Parker's sentence if the trial court would not allow Mr. Parker to withdraw his plea. (S - 181)

168. The fee would be $5,000.000 for representing Mr. Parker in a jury trial if the guilty plea was withdrawn. (N.T. 26)

169. By letter dated January 14, 2013, Respondent memorialized the scope of and payment terms to Mr. Parker. (S - 182; Exhibit ODC-64)

170. Mr. Parker's daughter, Michelle Fox, and his mother, Geraldine Parker, paid Respondent's fees. (S - 183)

171. Respondent did not deposit the fees into the IOLTA. (S - 184)

172. In August 2013, Respondent agreed to represent Mr. Parker in other matters. (S - 185)

173. By letter dated August 19, 2013, Respondent wrote to Mr. Parker. (S - 186; Exhibit ODC-65) In this letter, Respondent confirmed that he would represent Mr. Parker in a PFA matter with his fee being an earned upon receipt retainer of $1,750.00; for Mr. Parker's divorce with his fee being an earned upon receipt retainer of $5,000.00; and for a "retrial" in the criminal case for an earned upon receipt retainer of $5,000.00. (Exhibit ODC-65)

174. Mr. Parker credibly testified that there was a discussion with Respondent about what an earned upon receipt retainer was, but that he did not understand what earned upon receipt retainer meant. (N.T. 34 - 35)

175. Mr. Parker did not sign a fee agreement. (N.T. 35)

176. Respondent represented Mr. Parker from 2013 through 2017 (the "period"). (S - 187)

177. During the period, Respondent accepted service of the Complaint in Divorce. (S - 188)

178. During the period, Respondent did not file any document as Mr. Parker's attorney, including an Entry of Appearance. (S - 189)

179. During the period, Respondent did not serve discovery demands upon Peter Manaras, Esquire, counsel for Deborah Thomas-Parker. (S - 190) However, he did send letters to Mr. Manaras requesting information and documentation. (Exhibits ODC-67, ODC-68 and ODC-83)

180. During the period, Mr. Parker is identified on the divorce docket as an unrepresented party. (S - 191; Exhibit ODC-66)

181. During the period, the docket entries show that Petitions for Special Emergency Relief were filed by Ms. Parker-Thomas on February 27, 2014 and on June 13, 2014, and that no responses were filed by or on behalf of Mr. Parker in opposition to these Petitions. Court Orders were entered on March 3, 2014 and June 17, 2014 respectively with regard to these Petitions. (Exhibit ODC-66)

182. It is unknown whether Respondent was served with copies of these Petitions.

183. Ms. Thomas-Parker did not refinance the property; she sold it to her daughter and son-in-law. (S - 192)

184. Mr. Parker testified that it was his desire to receive 50% of the proceeds of the property value and a portion of Ms. Thomas-Parker's pension and 401(k). (N.T. 36 - 37)

185. By letter dated May 8, 2014, Respondent wrote to Mr. Manaras. (S - 193) He advised that Mr. Parker would like to see a copy of the Agreement of Sale

before he signs the Quit Claim Deed and that Mr. Parker is seeking approximately 50% of the proceeds of the sale of the house minus expenses and the mortgage. (Exhibit ODC-67)

186. Mr. Parker testified that he did not understand what a Quit Claim Deed was and that he requested information about it. He was then taken to Delaware County for indirect criminal contempt for not signing the Quit Claim Deed, and Respondent told him to sign it. (N.T. 31 - 32)

187. By letter dated May 13, 2014, Respondent wrote to Mr. Manaras. (S – 194) He requested copies of the executed Quit Claim Deed and the Agreement of Sale, advised that Mr. Parker would have a moving van remove items from the garage, and requested that his bill for services as attached be placed on the HUD-1 Form and distributed from the gross proceeds. (Exhibit ODC-68)

188. By letter dated May 29, 2014, Respondent wrote to Mr. Manaras. (S – 195) He requested that an additional $5,000 be taken from the proceeds for his fee for Mr. Parker's criminal trial. (Exhibit ODC-69)

189. Mr. Manaras instructed the title company to include Respondent's $5,000.00 fee on the HUD sheet when the closing took place on August I, 2014. (S - 196)

190. By Order dated June 16, 2014, the Court stated that the sale proceeds were subject to equitable distribution. As such, the Court ordered that the sale proceeds were required to be held in an escrow account and not distributed either party until further Order of the Court. (S - 197; Exhibit ODC-70)

191. By letter dated July 15, 2014, Mr. Parker wrote to Respondent. (S - 198) He requested all information on the sale of his home. He also stated that Respondent had said that the money would be placed into an escrow account, and he

wanted to know how much money that was and when he could have access to it. (Exhibit ODC-71)

192. The closing took place as scheduled on August 1, 2014. (S - 199)

193. The title company issued payment to Respondent for $5,000.00, which amount appears on the HUD-I. (S - 200; Exhibit ODC- 72)

194. By August 5, 2014, Respondent had received his fee of $5,000.00, from the proceeds of the sale of the marital residence. (S - 201)

195. Respondent did not deposit the check for fees of $5,000.00 into the IOLTA. (S - 202)

196. On August 5, 2014, Respondent entered into a Stipulation of Counsel (the "Stipulation") with Mr. Manaras to release the sale proceeds of $32,813.01 to Ms. Thomas-Parker. The Stipulation provides that, to the extent Mr. Parker is owed any monies, he would receive a credit and be paid from the parties' pension or retirement plans, and that the parties "understand and agree" that the Stipulation would become an order of the Court once the attorneys signed it. (S - 203)

197. Respondent signed the Stipulation. (S - 204; Exhibit ODC-73)

198. The Court approved the Stipulation by Order dated August 18, 2014. (S - 205; Exhibit ODC-74)

199. Respondent did not transmit the Order of August 18, 2014 to Mr. Parker. (S - 206)

200. On September 8, 2014, Respondent wrote to Mr. Parker. (S - 207) In this letter, Respondent addressed:

a. the scheduling of the criminal trial;

b. the transfer of personal items from Mr. Parker's former marital home;

c. notification of a court date for the equitable distribution;

d. what is referred to as the closing statement from the closing of the sale of the home (although a copy is not attached to this exhibit);

e. a statement that it was Respondent's assumption that Mr. Parker was entitled to a portion of the proceeds of the sale (which was $32,813.01) as well as Ms. Thomas-Parker's pension;

f. information about three land lots that were also sold that would be received through divorce discovery;

g. a statement that Respondent had fees deducted for his outstanding balance on Mr. Parker's divorce matter, criminal matter and appeal;

h. Respondent's entry of appearance on the PFA matter and ordering of transcripts, and

i. a letter to the Assistant District Attorney requesting any criminal complaints filed with the CID concerning Certificates of Deposit that were misused by Ms. Thomas-Parker. (Exhibit ODC-75)

201. At the time of the September 8, 2014 letter, Respondent was aware that pursuant to the Court's Order of August 18, 2014, the approximately $32,000.00 had been released to Mr. Parker's wife, and that Mr. Parker would receive a credit and be paid from pension or retirement plans.

202. Mr. Parker received Respondent's September 8, 2014 letter. N.T. 42.

203. Respondent produced a letter to ODC dated September 9, 2014, which he claims was sent to Mr. Parker. (S - 208) In this letter, Respondent wrote that "this letter shall serve as a supplement to my prior correspondence to clarify some issues re: your Divorce Estate in the matter of Parker v. Parker," and he further wrote as follows:

> To clarify, we discussed in person and over the phone how the Divorce proceeds were to be distributed. This letter will clarify that Debbie Parker received approximately $32,000.00 from the sale of the home. I am negotiating you receive [sic] a credit of $32,000 towards any settlement of your Divorce matter. Pursuant to discussions over the phone and in jail, you agreed that $5,000.00 from the sale of your home was to go towards the balance owed towards my earned upon receipt retainer.
>
> (Exhibit ODC-76)

204. There is no evidence that Mr. Parker received the September 9, 2014 letter.

205. By letter dated December 3, 2014, Respondent wrote to Mr. Parker. (S - 209) This letter addressed the continuance of the criminal trial, the lack of a court date regarding the divorce settlement and/or equitable distribution, and his failure to visit about the PFA matter. (Exhibit ODC-77)

206. By letter dated January 26, 2015, Respondent wrote to Mr. Parker. (S - 210) In this letter, Respondent advised that he would make a copy of the criminal file and mail it to Mr. Parker, that he would keep Mr. Parker abreast of the divorce proceedings, that he would contact Mr. Manaras about a possible $1,500 real estate rebate, and referenced the PFA contempt matter. (Exhibit ODC-78)

207. Respondent does not know whether Ms. Thomas-Parker received a real estate rebate. (S - 211)

208. Sometime prior to November 2016, Mr. Parker wrote to the court and requested a copy of the docket sheet in his divorce case. N.T. 37-39.

209. After reviewing the docket, Mr. Parker wrote to the court and asked for copies of the Stipulation and Order dated August 18, 2014. *Id.*

210. On November 16, 2016, Mr. Parker wrote to Respondent. (S - 212) In this letter, Mr. Parker requested certain documents and complained in detail about the handling of the sale of the home. (Exhibit ODC-79)

211. By letter dated November 29, 2016, Respondent wrote to Mr. Parker. (S - 213) Respondent said that, "[i]n regards to your Civil Case, I am reviewing your letter and will respond to you in about 10 days." (Exhibit ODC-80)

212. By letter dated December 19, 2016, Respondent wrote to Mr. Parker. (S - 214) In this letter, Respondent states that he believes that the proceeds from the home were placed in escrow with the title company and that he would contact Mr. Manaras to ask him "to reactivate set and [sic] divorce settlement." (Exhibit ODC-81)

213. By letter dated December 29, 2016, Mr. Parker wrote to Respondent. (S - 215) In this letter, Mr. Parker complained about the divorce case and in particular raises questions about Ms. Thomas-Parker getting all of the proceeds from the home. (Exhibit ODC-82)

214. By letter dated January 13, 2017 Respondent wrote to Mr. Manaras asking him to provide information about Mrs. Parker's pension and 401(k) account and advised him that Mr. Parker wanted to resolve the divorce. (S - 216; Exhibit ODC-83)

215. There is no evidence that Mr. Manaras ever provided that information.

216. Respondent did not serve Interrogatories or a Request for Production of Documents upon Mr. Manaras. (S - 217)

217. The marital home was the only asset of value in the divorce estate. While there is reference to Ms. Thomas-Parker having a pension and a 401(k) account, no evidence was presented to substantiate this.

218. Mr. Parker credibly testified that it was not his intention to let Ms. Thomas-Parker receive all of the proceeds of the house sale. He learned of these events in 2016 when he requested a copy of the docket sheet for the divorce and then requested documents identified in the docket sheet. He then received the Stipulation and the Court Order. (N.T. 37 - 39)

Miscellaneous Findings

219. Respondent did not testify on his own behalf, nor did he present any witnesses.

220. Respondent did not introduce any exhibits.

221. Respondent did not express any remorse.

222. Respondent did not accept responsibility for his actions, but for his admission in the Williams/Norris matter that he should not have had his clients prematurely sign a blank verification.

III. CONCLUSIONS OF LAW

The Jon Nelson Matter

1. By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

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

b. RPC 1.15(c) – A lawyer shall maintain the following books and records for each Trust Account...(2) check register or separately maintained ledger, provided that, where an account is used to hold funds of more than one client, maintain an individual ledger for each trust client;...(4) a regular trial balance of the individual client trust ledgers.[3]

c. RPC 1.15(e) – A lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive.

d. RPC 1.16(d) – Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as . . . refunding any advance payment for fee or expense that has not been earned or incurred.

e. RPC 1.15(h) – A lawyer shall not deposit the lawyer's own funds in a Trust Account except for the sole purpose of paying service charges on that account, and only in an amount necessary for that purpose.

[3] Petitioner did not charge Respondent with violations of RPC 1.15(c). However, the parties stipulated to certain facts at S-56-58 that present a clear violation of this rule.

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

2. Petitioner did not meet its burden of proof as to violations of Rules of Professional Conduct: RPC 1.1, 1.4(a)(3), 1.4(a)(4), 1.5(b) and, 1.15(i).

The Jennell Williams/Kevin Norris Matter

3. By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

a. 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.

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

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

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

4. Petitioner did not meet its burden of proof as to violations of Rules of Professional Conduct: RPC 1.2, 1.3, 1.15(e), 1.15(i), 1.16(d), 3.1, 3.2, 3.3(a) and 8.4(c).

The Alphonso White Matter

5. By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

a. 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.

b. RPC 1.2 - A lawyer shall abide by a client's decisions concerning the objectives of representation.

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

d. RPC 1.15(e) – A lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive.

e. RPC 1.16(d) – Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as . . . refunding any advance payment for fee or expense that has not been earned or incurred.

f. RPC 3.2 – A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

6. Petitioner did not meet its burden of proof as to violations of Rules of Professional Conduct: RPC 1.5(b), 1.15(i) and 8.4(c).

The Lonnell I. Duckett Matter

7. By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

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

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

The Philip Green Matter

8. By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

a. RPC 1.2 - A lawyer shall abide by a client's decisions concerning the objectives of representation.

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

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

d. RPC 1.16(e) - Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as . . . refunding any advance payment for fee or expense that has not been earned or incurred.

9. Petitioner did not meet its burden of proof as to violations of Rules of Professional Conduct: RPC 1.1, 1.4(a)(3) and 1.15(i).

The Jack Parker Matter

10. By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

a. 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.

b. RPC 1.2 – A lawyer shall abide by a client's decisions concerning the lawful objectives of a representation.

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

d. RPC 1.4(a)(2) – A lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished.

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

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

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

h. RPC 3.2 – A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.

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

11. Petitioner did not meet its burden of proof as to violations of Rules of Professional Conduct: 1.5(b), 1.15(e), 1.15(i), and 1.16(d).

IV. DISCUSSION

This matter is before the Board for consideration following the issuance of a Report and Recommendation by the Committee, Respondent's exceptions thereto and Petitioner's opposition to Respondent's exceptions. Petitioner initiated disciplinary proceedings against Respondent by way of a Petition for Discipline filed on August 23, 2017, which charged Respondent with violating multiple Rules of Professional Conduct in six separate matters. Petitioner has the burden of proving ethical misconduct by a preponderance of clear and satisfactory evidence. ***Office of Disciplinary Counsel v. John Grigsby***, 425 A.2d 730, 732 (Pa. 1981). Petitioner satisfied its burden by way of the Stipulations of Undisputed Facts, 89 exhibits, and testimony from three witnesses: Office of Disciplinary Counsel Auditor/Investigator, Daniel Richer; Respondent's former client, Jack Parker; and Respondent's former client, Philip Green. Based on the evidentiary record, and for the reasons stated herein, we recommend that Respondent be disbarred from the practice of law.

Respondent's ethical misconduct spanned a total of six separate client matter over a six and one-half year period. These clients, independent of each other, all had similar complaints that Respondent had improperly retained unearned fees, neglected matters, failed to communicate, and failed to provide competent representation.

The most serious misconduct involves Respondent's representation of Jon Nelson, which lasted from March 2010 until approximately October 2015. Therein, Respondent entered into two fee agreements with his client which totaled $420,000. Respondent subsequently converted $123,900.00 in excess fees. Office of Disciplinary Counsel Auditor/Investigator Richer identified thirteen transactions between May 2011

and August 2013 when Respondent improperly took fees in excess of that allowed under the fee agreements. Respondent eventually repaid these monies years later in 2016 after being put on notice by Petitioner of Mr. Nelson's complaint. This conduct is a flagrant violation of the rules and an abuse of Respondent's position as Mr. Nelson's attorney. Respondent withdrew monies and paid himself as fees $123,900 that he was obviously not entitled to. There is no evidence that Mr. Nelson was aware of these withdrawals as they were occurring. In addition, Respondent misappropriated $5,000 in order to make a personal investment, which funds have not been repaid. This conduct constitutes outright theft. Respondent claims he is prepared to reimburse the $5,000, but has not made any discernible effort to do so.

As regards the fees received by Respondent pursuant to the fee agreements, the record demonstrates that he charged a clearly excessive fee to Mr. Nelson. Fee agreements executed by Respondent and Mr. Nelson in October 2010 provide in part that the total of $420,000.00 was a "minimum earned upon receipt retainer," with an hourly rate of $300.00. ODC - 4; ODC-5. The implication is that the amount of time expended on Mr. Nelson's matters covered by the fee agreement did not matter because the full amount of $420,000.00 was earned regardless of how little work might actually be performed. Per Respondent's Bill of Services (ODC-18), which Respondent sent to Mr. Nelson, and which showed the work performed between September 24, 2010 and April 12, 2013, Respondent's fees totaled $136,375.00 based upon the agreed hourly rate of $300.00. For this work, the two fee agreements allowed Respondent to receive $420,000.00 as earned upon receipt. This is more than three times the amount that would have been billed on an hourly basis. Even considering that Respondent refunded $123,900.00 after Petitioner started investigating Mr. Nelson's

disciplinary complaint, Respondent received $257,460.00, almost twice the amount that would have been billed on an hourly basis.

Respondent's misconduct in the Nelson matter includes mishandling his IOLTA account by commingling personal funds with client funds in order to make distributions to Mr. Nelson for the excess fees he withdrew, failing to maintain required RPC 1.15(c) records, blatantly misrepresenting to Mr. Nelson that he filed an appeal with the Superior Court, and general dishonest conduct intrinsic to his mishandling and misuse of Mr. Nelson's funds.

The record reflects that Respondent's actions in the five other client matters involved varying degrees of misconduct. In the Williams/Norris matter, Respondent was retained to represent Mr. Norris in a custody matter. Respondent failed to represent his client in a competent fashion, in that from the start, he appeared to have been confused as to whom he actually represented and for whom relief was being sought, and who had the power to act for Mr. Norris, who was confined to a nursing home. Respondent's preparation of court documents was sloppy, in that they contained numerous pieces of incorrect information, and he failed to review a power of attorney. In anticipation of filing a custody petition, Respondent had a blank verification form signed before the court documents were prepared. Respondent admitted that this was improper conduct. Several months after entering into the representation, Mr. Norris died. Despite his knowledge of this fact, Respondent did not advise the court, even though he was aware that a custody hearing had been scheduled. On the day of the scheduled hearing, Respondent simply did not appear. Respondent's failure to apprise the court wasted the court's time as it had to deal with a matter that had been rendered moot by Mr. Norris' death. Respondent

never consulted with Ms. Williams and Ms. Baxter, who had paid his fees, regarding the status of the case and the scheduled custody hearing date.

Respondent's representation of his client in the White matter fell short of his ethical obligations, in that Respondent agreed to represent Mr. White for the filing of a Motion for Reconsideration in a sentencing matter, and was paid $430.00 by use of Mr. White's debit card, but then did nothing whatsoever to advance Mr. White's legal matter. Respondent was operating under a short deadline to file the Motion, yet took no action to prepare or file a Motion. Despite receiving literally no legal services, Mr. White's debit card was charged $430.00. Mr. White was forced to dispute the transaction, which resulted in the credit union determining that Mr. White had a valid dispute and allowing him to retain a credit of $430.00. Respondent did not contest the determination.

Mr. Duckett received more attention from Respondent than Mr. White, but similar unsatisfactory results. The record indicates that after Respondent was appointed appeals counsel, he filed an initial 1925(b) Statement and filed a Notice of Appeal in the Superior Court. After receiving the trial and sentencing transcripts, Respondent determined that there were no additional appellate issues. Mr. Duckett contacted Respondent by letter on six occasions between January 3, 2016 and December 21, 2016 to ascertain the status of his matter, requesting specific information and raising specific questions, to no avail. Tellingly, in the December 21, 2016 letter, which was almost 18 months after the representation commenced, Mr. Duckett informed Respondent that since the time that Respondent has been assigned as his attorney, they had not met or discussed the case. While Respondent contends that he kept his client fully apprised as to the status of the appeal, the record contains only one communication from Respondent to Mr. Duckett, which is a letter dated October 11, 2016 in response to Mr. Duckett's

October 4, 2016 letter, the fifth letter that Mr. Duckett had written, the previous four letters having received no response. The October 4, 2016 letter did not address substantive issues, instead addressing the topic of scheduling an audio/visual meeting. Thereafter, Respondent sent the trial court opinion to Mr. Duckett on June 14, 2017. The Superior Court docket reflects that there was little activity between the time that the Notice of Appeal was filed on October 8, 2015 and the time the trial court opinion was received and a briefing schedule issued on June 14, 2017. Respondent's one response to Mr. Duckett's numerous letters over a lengthy period of time is insufficient to meet the ethical standards required of his representation.

Respondent was retained to represent Mr. Green in several legal matters: a PFA in Philadelphia; a PFA in Delaware County; a civil fraud action in Delaware County; an insurance claim; and an expungement of a PFA in Philadelphia. The total amount of quoted fees was $7,000, of which Respondent actually received $6,000, which were designated as earned upon receipt. There is no evidence that Mr. Green signed a fee agreement. Of these matters, Respondent performed the representation in the Philadelphia PFA and filed the PFA in Delaware County. He did not file the civil action, did not provide substantive representation to Mr. Green in the insurance matters, and did not file for the expungement of the PFA in Philadelphia. Respondent kept the entire $6,000.00 he had collected, despite not completing the representation he had agreed to undertake. The quoted fees for the work completed by Respondent were $3,000.00; there is no justification for Respondent's keeping the entire $6,000.00. In addition, Respondent did not abide by his client's decisions concerning the representation and failed to communicate and act with reasonable diligence in handling Mr. Green's matters.

Finally, Respondent's representation in the Parker matter further evidences his lack of professional ethics, beginning with his incompetent failure to enter an appearance after he agreed to represent Mr. Parker in his divorce. Mr. Parker's objective was to receive fifty percent of the proceeds of the sale of the marital home, the only known asset subject to equitable distribution. Respondent failed to formally request discovery and did not respond to petitions for special emergency relief, perhaps because he had never entered his appearance and such were never served upon him. Court orders were entered, with matters devolving to the point that Mr. Parker was left in the position of having to sign a quit claim deed to the marital home or be subject to indirect criminal contempt, which Respondent advised Mr. Parker to sign. Thereafter, in August 2014, Respondent signed a Stipulation permitting all of the proceeds from the sale of the house, an amount of $32,813.01, to be paid to Mr. Parker's wife, with Mr. Parker to receive a credit from the parties' pension or retirement plans. This Stipulation became a Court Order. There is no evidence that Respondent or Mr. Parker were aware of any details concerning a pension or retirement plan that Mr. Parker's wife had, and there is no evidence that Mr. Parker understood the significance of signing the quit claim deed or that he authorized Respondent to sign the Stipulation or was aware of the Stipulation or the Court Order entered on August 18, 2014. In September 2014, Respondent wrote to Mr. Parker regarding a variety of matters, but neglected to mention the Court Order releasing the approximately $32,000 to Mr. Parker's wife. Instead, Respondent stated that it was his assumption that Mr. Parker was entitled to a portion of the proceeds of the sale as well as Ms. Thomas-Parker's pension. This is disingenuous, as the clear language of the Stipulation and Order stated that to the extent Mr. Parker was owed any monies, he would receive a credit and be paid from the parties' retirement plans. Although

Respondent claims he sent a letter to Mr. Parker the very next day that purported to clarify the divorce settlement, there is no evidence that Mr. Parker received this letter. For more than two years, Mr. Parker did not know the extent of Respondent's neglect until he contacted the trial court to obtain the docket sheet and learned that the trial court had approved the Stipulation to release the escrowed funds to Mr. Parker's wife.

Respondent did not acknowledge his misconduct or accept responsibility in any of the client matters, but for his single admission that he should not have had his clients in the Williams/Norris matter sign a blank verification form prior to the preparation of the documents. Respondent expressed no remorse and put forth no character evidence. Respondent has practiced law since 2004 with no prior discipline; however, the misconduct herein began in 2010, not very long after his admission to the bar. He cooperated with Petitioner by entering into Stipulations, but he did not admit that he engaged in misconduct.

The Committee, considering these facts, issued a Report and concluded that Respondent engaged in ethical misconduct that warrants disbarment. Respondent takes exception to the Committee's conclusions and contends that if any discipline is to be imposed, it should be substantially less than disbarment, in light of the evidentiary record and precedent.

As to the most serious charges against him in the Nelson matter, Respondent claims that poor bookkeeping practices are to blame for his misconduct, although he put forth no evidence to that effect or any evidence as to measures he has taken to remedy these purportedly problematic practices. He further argues that his eventual repayment of the $123,900.00 in excessive fees years later to Mr. Nelson

exonerates him from wrongdoing. However, Respondent provided no explanation for his failure to refund the $5,000.00 used for Respondent's personal investment.

We do not find these contentions to be persuasive. Respondent's lack of bookkeeping acumen cannot excuse his conduct. All lawyers in Pennsylvania must comply with the Rules of Professional Conduct and the specific requirements for maintaining trust accounts. Ignorance, negligence or indifference to these requirements is not acceptable.

Likewise, Respondent's return of a portion of Mr. Nelson's funds does not alleviate the need for sanction in this matter, nor does it mitigate Respondent's unethical conduct. Respondent's partial repayment occurred after he learned of Petitioner's investigation into Mr. Nelson's complaint. While restitution can properly be considered in mitigation,[4] we note that in several cases where respondent-attorneys made restitution of misappropriated funds after the initiation of a disciplinary investigation, the Court did not consider such action compelling enough to mitigate discipline. *See*, ***Office of Disciplinary Counsel v. Peter James Quigley***, 161 A.3d 800 (Pa. 2017) (Quigley made full restitution to four out of five clients harmed by his actions only after disciplinary proceedings were initiated; the Court was unpersuaded by this factor in mitigation and ordered disbarment); ***Office of Disciplinary Counsel v. Robert Monsour***, 701 A.2d 556 (Pa. 1997) (disbarment ordered for attorney who intentionally misappropriated client funds over a two-year period, despite ultimately stipulating to the offenses and paying clients in full after notification of disciplinary proceedings).

[4] ***Office of Disciplinary Counsel v. George J. Kanuck***, 535 A.2d 69 (Pa. 1987)

Respondent cites numerous discipline matters, the majority of which are consent discipline, in support of his contention that lesser discipline is appropriate. Our review of these cases demonstrates that they are distinguishable from the instant matter, predominantly because the respondent-attorneys in the cited cases demonstrated mitigation that is absent herein, in particular genuine remorse and admission of wrongdoing. *See*, ***Office of Disciplinary Counsel v. Scott Philip Sigman***, No. 43 DB 2012 (S. Ct. Order 2/28/2013); ***Office of Disciplinary Counsel v. William J. Weiss***, No. 42 DB 2007 (D. Bd. Rpt. 5/23/2008)(S. Ct. Order 10/6/2008); ***Office of Disciplinary Counsel v. Steven Robert Grayson***, 95 DB 2007 (S. Ct. Order 3/20/2008); ***Office of Disciplinary Counsel. Jack Litz***, No. 76 DB 2007 (S. Ct. Order 11/7/2007); ***Office of Disciplinary Counsel v. Michael Howard Marks***, No. 80 DB 2015 (S. Ct. Order 7/15/2015).

While there is no *per se* discipline in Pennsylvania, we are mindful of precedent and the need for consistency. ***Office of Disciplinary Counsel v. Robert Lucarini***, 472 A.2d 186, 189-91 (Pa. 1983). Our review of this matter must account for the totality of the circumstances, with appropriate weight given to aggravating and mitigating factors. *Id.* A recommendation of disbarment is appropriate and consistent with precedent involving attorneys who convert funds, mishandle accounts, fail to refund fees for work that was never performed, neglect client matters, engage in conduct prejudicial to the administration of justice, make misrepresentations and act dishonestly, and commit a multitude of other violations over the course of six years involving six clients. The cumulative impact of Respondent's misconduct, coupled with aggravating factors such as his lack of remorse, failure to accept responsibility, failure to make full restitution, and no compelling mitigation, warrants disbarment.

Disbarment is an extreme sanction that is to be imposed for only the most egregious ethical violations, as it represents a termination of the license to practice law without a promise of its restoration at any future time. ***Office of Disciplinary Counsel v. Harry Jackson***, 637 A.2d 615 (Pa.1994); ***Office of Disciplinary Counsel v. John Keller***, 506 A.2d 872 (Pa. 1986). The mishandling of entrusted monies is a serious breach of the public trust that cannot be tolerated. ***Office of Disciplinary Counsel v. Suber Lewis***, 426 A.2d 1138 (Pa. 1981). Disbarments have been imposed for theft of client funds and client neglect, when found in conjunction with aggravating factors.

In the matter of ***Office of Disciplinary Counsel v. James W. Knepp, Jr.***, 441 A.2d 1197 (Pa. 1982), Mr. Knepp engaged in a four-year pattern of misconduct, including neglecting legal matters, converting clients' money, charging excessive legal fees, making misrepresentations, and failing to maintain proper records of client funds. Although Mr. Knepp argued that his lack of prior discipline served as a mitigating factor, the Court held that the pattern of misconduct and the number of rules violations minimized any mitigating effect of Mr. Knepp's prior blamelessness. The Court disbarred Mr. Knepp.

In the matter of ***Office of Disciplinary Counsel v. Arlin Ray Thrush***, No. 160 DB 2011 (D. Bd. 8/9/2010) (S. Ct. Order 1/10/2013), Mr. Thrush misappropriated funds in the amount of $27,000 from two estates, as well as neglected the administration of an estate and failed to communicate with an executor. Mr. Thrush denied mishandling monies and claimed they were legal fees, but the Board found no evidence that such monies were legitimately earned legal fees. Mr. Thrush reimbursed the monies in full. In aggravation, the Board found that Mr. Thrush showed no remorse and did not provide any indication that he understood the seriousness of his conduct. In mitigation, Mr. Thrush had no prior record of discipline. Based on this record, the Court disbarred Mr. Thrush.

In the matter of ***Office of Disciplinary Counsel v. Thomas Allen Crawford***, No. 160 DB 2014 (D. Bd. Rpt. 9/13/2017) (S. Ct. Order 11/14/2017), Mr. Crawford's misconduct spanned four years in four separate matters. He requested and accepted an advance payment of fee, and in one instance charged an excessive fee; failed to safeguard the entrusted funds; failed to earn the legal fee by neglecting the clients' matters; failed to refund the unearned or unused portion of the entrustment to the clients; and made misrepresentations to clients, the court, and Petitioner's investigator. The Board found that this egregious misconduct was aggravated by Mr. Crawford's prior record of discipline; his failure to recognize that his actions violated the ethical rules; his lack of remorse for his actions; and his personal financial mismanagement relating to his failure to pay local taxes and his involvement in foreclosure actions against him. Based on this record, the Court disbarred Mr. Crawford.

Similar to the cited cases, Respondent has not shown remorse or recognition of the seriousness of his actions, nor has he accepted responsibility for the vast majority of his misconduct. In a matter involving misappropriation of funds and client neglect where the respondent-attorney demonstrated sincere remorse, the outcome was not disbarment. In the matter of ***Office of Disciplinary Counsel v. Troy R. Daugherty***, No. 130 DB 2007 (D. Bd. Rpt. 11/5/2008) (S. Ct. Order 2/25/2009), Mr. Daugherty misappropriated client funds in the amount of $13,000 and engaged in client neglect in five client matters. In mitigation, the Board considered Mr. Daugherty's full cooperation with Office of Disciplinary Counsel; admission of wrongdoing; expressions of remorse; acceptance of responsibility; and reimbursement to clients. In aggravation, Mr. Daugherty had a prior Informal Admonition. The Board specifically noted that Mr. Daugherty's cooperation and expressions of remorse indicated self-reflection as to his problems in his

legal career and efforts to remedy the issues. Based on this record, the Court suspended Mr. Daugherty for a period of eighteen months. The instant matter warrants more severe discipline due to the absence of compelling mitigating circumstances and the presence of strong aggravating factors.

Respondent's multiple and severe breaches of his obligations to his clients demonstrate that he is unfit to practice law and is a threat to the public. We recommend disbarment in order to fulfill the purpose of the disciplinary system "to protect the public from unfit attorneys and to maintain the integrity of the legal system." ***Office of Disciplinary Counsel v. Robert Costigan***, 584 A.2d 296, 300 (Pa. 1990).

V. RECOMMENDATION

The Disciplinary Board of the Supreme Court of Pennsylvania unanimously recommends that the Respondent, Scott Lawrence Kramer, be Disbarred from the practice of law in this Commonwealth.

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:_____
James C. Haggerty, Member

Date: 3/15/19