

**BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL	:	No. 12 DB 2015
Petitioner	:	
v.	:	Attorney Registration No. 15748
PAUL BAKER BARTLE	:	
Respondent	:	(Montgomery County)

PUBLIC REPRIMAND

Paul Baker Bartle, you stand before the Disciplinary Board, your professional peers and members of the public for the imposition of a Public Reprimand. It is an unpleasant task to publicly reprimand one who has been granted the privilege of membership in the bar of this Commonwealth. Yet as repugnant as this task may be, it has been deemed necessary that you receive this public discipline. We note that you agreed to a Public Reprimand by a joint petition in support of discipline on consent.

Mr. Bartle, you are being reprimanded today for your conduct in two related actions. You represented Helen Pacropis in her capacity as executrix of the will of her sister, Pauline Fuller, who died in June of 2007. The residuary estate was to be divided equally between three beneficiaries: Ms. Pacropis, Steve Pinaha and Robert Pinaha. Ms. Pacropis regularly took early distributions by writing checks to herself from estate funds. Because of this, you attributed some of these early distributions to "Executor Commissions." The net effect was to permit Ms. Pacropis to take a full commission before it was earned and long before any estate administration had been completed.

Ms. Pacropis was the sole beneficiary of Ms. Fuller's personal property, which included the contents of Ms. Fuller's house. You represented Ms. Pacropis and the

estate in the sale of the house. The residence sold for a purchase price of \$324,000 for the house and \$35,000 for its contents, which were purchased by the buyer of the real estate as part of the Agreement of Sale. The house and personal property were never independently appraised. The manner in which the agreement of sale was structured, which you prepared, enabled Ms. Pacropis to obtain additional funds at the expense of the other residuary beneficiaries.

Ms. Pacropis paid her son, Richard Pacropis, M.D. by a check for \$9,610 from the Fuller Estate. The ostensible purpose was payment for medical care provided by Richard to Ms. Fuller in 2007. There were no contemporaneous medical bills substantiating the care allegedly provided.

You made a substantial distribution of the Fuller Estate funds to the beneficiaries in February of 2008. In March 2009, Ms. Pacropis died and Richard Pacropis was named executor of her estate. By that time, most of the funds of the Fuller Estate had been distributed, although not in accordance with Ms. Fuller's will, as Ms. Pacropis had distributed excess funds to herself in the amount of at least \$18,846.76.

Robert Pinaha succeeded Ms. Pacropis as the executor of Ms. Fuller's estate. You continued to represent Mr. Pinaha as the estate attorney, although you failed to enter into any written fee agreement and failed to inform Mr. Pinaha that you had a conflict of interest which precluded your representation of him. Your conflict arose as a result of your obligation to your former client, Ms. Pacropis; your obligation to your current client, Richard Pacropis in his capacity as executor of his mother's estate; and your own self-interest. Due to Ms. Pacropis's death, the only means for Mr. Pinaha to

recover the overpayments made to Ms. Pacropis would be to take action against her estate, which you represented.

During your representation of Mr. Pinaha, you violated your duty of client confidentiality by continuing to inform your other client, Mr. Pacropis, about the status of the Fuller Estate. Mr. Pinaha explicitly told you not to discuss estate matters with Mr. Pacropis, but you continued to do so.

You did not promptly complete the administration of the Fuller Estate. One reason was an on-going audit conducted by the State of New Jersey. You failed to copy Mr. Pinaha on any of the correspondence. It was determined that the Estate owed an additional \$7,932.62. In December of 2010, you asked that Mr. Pinaha sign the check for that amount, but you did not provide him with any explanation as to the additional tax payment. Even after the audit, you failed to promptly conclude the Estate.

In April or May of 2012, you ceased employment with the law firm of High Swartz, LLP, and did not take the Fuller file to your new firm. The High Swartz firm reviewed the Fuller Estate and realized that there were errors and omissions, and advised Mr. Pinaha to seek independent counsel, which Mr. Pinaha did.

You represented Richard Pacropis in his capacity as executor of Helen Pacropis's estate. The will divided the assets between Richard and his brother, Gary Pacropis. One of the issues that arose concerned two homes owned by Ms. Pacropis. Richard lived in one and Gary in the other, located in Ambler. In July of 2009, you sent Gary a written proposal concerning the distribution and recommended that Gary give the Estate \$138,167.87 in exchange for a deed to the Ambler property. Gary did not agree, instead demanding the residence plus additional cash.

At some point in July of 2009, Gary Pacropis was charged with crimes and incarcerated. You appointed yourself and Richard Pacropis as power of attorney for Gary, and Gary signed the paperwork in prison. One day after this, you caused Ambler Bank to draw a cashier's check made payable to the estate of Helen Pacropis in the amount of \$100,000 consisting of funds from four accounts which belonged to Gary. Although you claimed that Gary verbally authorized you to do this, Gary disputed that claim. Gary Pacropis was at all times a disabled individual with an impaired ability to advocate effectively for himself.

Very shortly thereafter, Richard Pacropis withdrew virtually all of the money from the Pacropis Estate account, including the deposit of Gary's money. You later learned of the withdrawal in September of 2009. Richard never refunded Gary's money, either to the estate or to Gary, and told you that he no longer had the money. Richard refused to permit you to finalize or record any deed transferring the Ambler property to Gary. Despite the fact that you still held a power of attorney on Gary's behalf, you took no further steps. You continued to represent Richard in his capacity as executor of his mother's estate for the next three years.

In addition to the \$100,000 withdrawal, you withdrew other funds from Gary's account during the two months you held a power of attorney. You took a total of \$16,304.29 in fees. Most of the work for which you billed Gary consisted of work on his criminal case. However, you never entered your appearance on his behalf, and he was represented by the public defender's office.

In about April of 2010, Gary was released from jail. He repeatedly telephoned you seeking an explanation as to what happened to his money. You advised him to engage separate counsel.

You have acknowledged that you “made mistakes” in Gary Pacropis's matter and took some corrective action. You withdrew from the representation of Richard Pacropis as executor of Ms. Pacropis's estate; voluntarily refunded the full legal fee taken from Gary during the time you held power of attorney; prepared a draft account of your services as power of attorney and filed that account with Montgomery County Court of Common Pleas. This matter was eventually settled in August of 2013. You were a signatory to the settlements and obtained release from civil liability.

You did not personally convert Gary Pacropis's money. However, you failed to appropriately safeguard the money at a time when you acted as Gary's fiduciary. You failed to recognize the conflict of interest between your positions as counsel for the executor of Ms. Pacropis's estate – the seller of the Ambler property, while at the same time representing Gary Pacropis in the purchase of the home. You failed to act competently with respect to the sale transaction in that you did not first ensure that there was a signed agreement of sale before giving the deposit to the estate. You failed to properly notify Gary Pacropis of what had occurred in connection with the purported sale of the property, including your role in the matter. You failed to enter into a written fee agreement with Gary, and you overcharged Gary for work which you were not specifically authorized to do.

Similar conflicts of interest, communication and competence issues exist with respect to your representation of Robert Pinaha as executor of the Fuller Estate.

Your conduct in this matter has violated the following Rules of Professional Conduct:

1. RPC 1.1 – A lawyer shall provide competent representation to a client.

2. RPC 1.2(a) – A lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter.
3. RPC 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client.
4. RPC 1.4(a)(3) – A lawyer shall keep the client reasonably informed about the status of the matter.
5. RPC 1.4(a)(4) – A lawyer shall promptly comply with reasonable requests for information.
6. 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.
7. RPC 1.5(a) – A lawyer shall not enter into an agreement for, charge or collect an illegal or clearly excessive fee.
8. RPC 1.5(b) – When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client in writing, before or within a reasonable time after commencing the representation.
9. RPC 1.6(a) – A lawyer shall not reveal information relating to representation of a client unless the client gives informed consent.

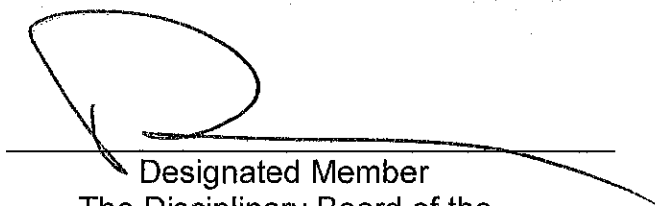
10. RPC 1.7(a) – Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest.
11. RPC 1.8(b) – A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.
12. RPC 1.16(a)(1) – Except as stated in paragraph (c), 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.
13. 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 giving reasonable notice to the client allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.
14. RPC 4.3(b) – During the course of a lawyer's representation of a client a lawyer shall not give advice to a person who is not represented by a lawyer, other than the advice to secure counsel, if the lawyer knows or reasonably should know the interests of such person are or have a reasonable possibility of being in conflict with the interests of the lawyer's client.

We note that in a law career that has lasted more than 40 years, you have no record of professional discipline. You acknowledged your misconduct and have expressed remorse and regret. You have a long history of service to the public and have engaged in pro bono work in the community.

Mr. Bartle, your conduct in this matter is now fully public. This Public Reprimand is a matter of public record.

As you stand before the Board today, we remind you that you have a continuing obligation to abide by the Rules of Professional Conduct and Rules of Disciplinary Enforcement. This Public Reprimand is proof that Pennsylvania lawyers will not be permitted to engage in conduct that falls below professional standards. Be mindful that any future dereliction will subject you to disciplinary action.

This Public Reprimand shall be posted on the Disciplinary Board's website at www.padisiplinaryboard.org.



Designated Member
The Disciplinary Board of the
Supreme Court of Pennsylvania

Administered by a designated panel of three Members of The Disciplinary Board of the Supreme Court of Pennsylvania, at Harrisburg, Pennsylvania, on March 27, 2015.

ACKNOWLEDGMENT

The undersigned, Respondent in the above proceeding, herewith acknowledges that the above Public Reprimand was administered in his presence and in the presence of the designated panel of The Disciplinary Board at Courtroom #3002, Pennsylvania Judicial Center, 601 Commonwealth Avenue, Harrisburg, Pennsylvania, on March 27, 2015.



Paul Baker Bartle