

**IN THE SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL, : No. 2931 Disciplinary Docket No. 3  
: :  
Petitioner : :  
: : No. 147 DB 2022  
v. : :  
: :  
: : Attorney Registration No. 320478  
JASON R. CARPENTER, : :  
: :  
Respondent : (Dauphin County)

**ORDER**

**PER CURIAM**

**AND NOW**, this 15<sup>th</sup> day of December, 2022, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board, the Joint Petition in Support of Discipline on Consent is granted, and Jason R. Carpenter is suspended on consent from the Bar of this Commonwealth for a period of eighteen months. Respondent shall comply with all the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board pursuant to Pa.R.D.E. 208(g).

Justice Brobson did not participate in the consideration or decision of this matter.

A True Copy Nicole Traini  
As Of 12/15/2022

Attest:   
Chief Clerk  
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. Disciplinary Docket  
Petitioner : No. 3  
: **147 DB 2022**  
v. : ODC File Nos. C3-20-5, C3-  
: 20-6, C3-20-458, C3-20-529,  
: C3-20-531, C3-22-173, C3-  
: 22-174, and C3-22-581  
:  
: Atty. Reg. No. 320478  
JASON R. CARPENTER, :  
Respondent : (Dauphin County)

**JOINT PETITION IN SUPPORT OF DISCIPLINE**  
**ON CONSENT UNDER Pa.R.D.E. 215(d)**

Petitioner, Office of Disciplinary Counsel ("ODC"), by Thomas J. Farrell, Chief Disciplinary Counsel, and Harriet R. Brumberg, Disciplinary Counsel, and Respondent, Jason R. Carpenter, Esquire, and Respondent's counsel, Robert A. Graci, Esquire, and Carson B. Morris, Esquire, file this Joint Petition In Support of Discipline on Consent under Pennsylvania Rule of Disciplinary Enforcement ("Pa.R.D.E.") 215(d), and respectfully represent that:

**I. PARTIES TO DISCIPLINE ON CONSENT**

1. Petitioner, whose principal office is located at PA Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, PA 17106-2485, is invested pursuant to Pa.R.D.E. 207, with the power and duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the

**FILED**  
**10/28/2022**  
**The Disciplinary Board of the**  
**Supreme Court of Pennsylvania**

Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings.

2. Respondent, Jason R. Carpenter, was born in October 1983, and was admitted to practice law in the Commonwealth on October 19, 2015.

3. Respondent attorney registration address is 4800 Linglestown Road, Suite 104, Harrisburg, PA 17112.

4. Pursuant to Pa.R.D.E. 201(a)(1), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

## **II. FACTUAL ADMISSIONS AND VIOLATIONS OF RULES OF PROFESSIONAL CONDUCT**

5. Respondent specifically admits to the truth of the factual allegations and conclusions of law contained in paragraphs 6 through 192 herein.

## **III. CHARGES**

### **Charge I: Verna Elizabeth Shultz Matter**

6. Jerrith William Shultz retained Respondent to represent him in a divorce, child custody, and property settlement matter against Verna Elizabeth Shultz.

#### **A. Divorce**

7. On August 27, 2018, Respondent filed a Complaint in divorce on behalf of Mr. Shultz and against Ms. Shultz

in the Court of Common Pleas of York County. CP No. 2018-FC-1760-02.

8. On September 14, 2018, Trudy A. Marietta Mintz, Esquire, signed an Acceptance of Service on behalf of Ms. Shultz and returned it to Respondent.

9. Respondent failed to act with competence and diligence and file the original Acceptance of Service with the York County Court.

10. On December 5, 2019, Mr. and Ms. Shultz signed a Marriage Settlement Agreement (MSA).

11. Respondent drafted a Waiver of Notice of Intention to File Praecipe to Transmit Record (First Praecipe to Transmit), which included a proposed divorce decree that referenced the MSA.

12. On December 19, 2019, Respondent filed the First Praecipe to Transmit Record with the Court.

13. On December 19, 2019, the record was transmitted to the Court for final decree.

14. By letter to Respondent dated December 26, 2019, Barbara Froman, Case Review Officer, Administrative Office of York County Courts, wrote that:

- a. the divorce decree could not be signed because of the defects in the Praecipe to Transmit and documents filed with the Court;

- b. the defects must be corrected before a final decree could be entered;
- c. Respondent will need to file a new Praeceptum to Transmit Record after Respondent corrects the defects; and
- d. Respondent should "make sure that the information contained in the new Praeceptum is correct before [Respondent files] it."

15. Ms. Froman attached a Notice to the Prothonotary, dated December 26, 2019 and filed on January 2, 2020, to her letter; the Notice stated that:

- a. the Acceptance of Service of the divorce complaint signed by counsel for Defendant does not indicate it was authorized as required by Pa.R.C.P. 402(b);
- b. Paragraph 1 of both Plaintiff and Defendant's Affidavits of Consent are missing the date of service of the divorce complaint;
- c. the wrong box is checked on the Praeceptum to Transmit Record in that no settlement agreement had been filed to incorporate into the divorce decree; and
- d. once the defects were cured, Respondent will need to file "an Amended Praeceptum to Transmit Record."

16. Respondent failed to act with competence and diligence in filing the First Praeceptum to Transmit Record with the Court.

17. On January 13, 2020, Ms. Mintz filed a Supplementary Acceptance of Service of the Complaint in which she:

- a. explained that she signed the original Acceptance of Service on September 14, 2018;
- b. noted that her original Acceptance of Service did not appear on the docket; and
- c. attached a copy of the original Acceptance of Service.

18. On January 27, 2020:

- a. Respondent filed Affidavit of Service of Praecipe to Transmit Record to the Court; and
- b. the amended record was submitted to the Court for a final decree.

19. On February 3, 2020, Respondent filed Amended Waiver of Notice of Intention to File Praecipe to Transmit Record.

20. By letter to Respondent dated February 5, 2020,

Ms. Froman wrote that:

- a. the divorce decree could not be signed because of the defects in the Amended Praecipe to Transmit and documents filed with the Court;
- b. the defects must be corrected before a final decree could be entered;
- c. Respondent will need to file a new Praecipe to Transmit Record after Respondent corrects the defects; and
- d. Respondent should "make sure that the information contained in the new Praecipe is correct before [Respondent files] it."

21. Ms. Froman attached a Notice to the Prothonotary, dated February 5, 2020 and filed on February 6, 2020, to her letter; the Notice stated that:

- a. both the original Acceptance of Service and the Supplementary Acceptance of Service failed to comply with Pa.R.C.P. 402(b) and state that counsel for defendant was authorized to accept service;
- b. paragraph 3 of the Amended Praecipe to Transmit Record contains incorrect execution dates for both Plaintiff and Defendant's Affidavits of Consent;
- c. paragraph 5(b) of the Amended Praecipe to Transmit Record contains an incorrect filing date for Defendant's Waiver of Notice, which was filed on February 3, 2020; and
- d. once the foregoing defects are cured, Respondent will need to file a "SECOND AMENDED Praecipe to Transmit Record."

22. Respondent failed to act with competence and diligence in filing the Amended Praecipe.

23. As a result of Respondent's failure to competently handle the filing of the original Shultz divorce complaint, it was necessary for Respondent to reinstate the original divorce complaint that Respondent had filed on August 27, 2018.

24. On March 16, 2020, Respondent filed a complaint to reinstate the Shultz divorce.

25. As a result of Respondent's having filed another Complaint in Divorce, new counsel waited 90 days to file a

Praecipe to Transmit the Record with the Court rather than file a Praecipe to Reinstate the Complaint.

26. On July 8, 2020, Respondent filed a Waiver of Defects, in which Mr. Shultz waived all defects in service of process.

- a. Respondent failed to serve Ms. Mintz with a copy of the Waiver of Defects.

27. On July 17, 2020:

- a. Respondent filed Second Amended Praecipe to Transmit Record to the Court; and
- b. the Second Amended Record was submitted to the Court for a final decree.

28. By letter to Respondent dated August 7, 2020, Ms.

Froman advised that:

- a. the divorce decree could not be signed because of the defects in the Second Amended Praecipe to Transmit and documents filed with the Court;
- b. the defects must be corrected before a final decree could be entered;
- c. Respondent will need to file a new Praecipe to Transmit Record after Respondent corrects the defects; and
- d. Respondent should "make sure that the information contained in the new Praecipe is correct before [Respondent files] it."

29. Ms. Froman attached a Notice to the Prothonotary, dated August 7, 2020 and filed on August 10, 2020, to her letter; the Notice stated:



- a. waiver of Defects in service of divorce complaint must be signed by Defendant and not the Plaintiff;
- b. Paragraph # 1 of Defendant's Affidavit of Consent contains an incorrect filing date of the divorce complaint; and
- c. once these defects are cured, a Third Amended Praecipe to Transmit Record will need to be filed.

30. On August 24, 2020, Ms. Mintz filed "THIRD AMENDED Praecipe to Transmit Record."

31. On August 27, 2020, the Honorable Joseph C. Adams entered a Divorce Decree.

32. Respondent's conduct in handling the Shultz divorce was prejudicial to the administration of justice in that it:

- a. delayed the resolution of the Schultz divorce matter; and
- b. needlessly expended the limited time and resources of the York County Family Court.

#### **B. Child Custody**

33. On August 27, 2018, Respondent filed a Complaint for Child Custody against Ms. Shultz in the Court of Common Pleas of York County. CP No. 2018-FC-1760-03.

34. On November 29, 2018, Mr. and Ms. Shultz signed a Stipulation and Agreement for Custody.

35. On December 3, 2018, Respondent filed a Motion Requesting the Adoption of Stipulation and Agreement for Custody (Motion) with the Court.

36. By Order dated December 19, 2018, the Honorable Andrea Marceca Strong entered an Order:

a. denying the Motion for failing to comply with York County Local Rule of Civil Procedure 1915.7 and Pa.R.C.P. 1915.3-2 and include:

1. criminal record/abuse verification for all parties with custody rights; and

2. a stipulation with a provision noting the enumerated offenses of the parties.

b. cancelling the Conciliation Conference scheduled for September 14, 2018.

37. On March 18, 2019, Respondent filed a second Motion.

38. By Order dated March 25, 2019, the Honorable Andrea Marceca Strong entered an Order adopting the Stipulation and Agreement for Child Custody.

39. Respondent's conduct was prejudicial to the administration of justice in that it:

a. delayed the resolution of the Child Custody matter; and

b. needlessly expended the limited time and resources of the York County Family Court.

**C. Marital Settlement Agreement (MSA)**

40. On October 11, 2019, the Shultzes sold their marital home and received a settlement check of \$31,695.61.

41. Upon agreement of the Shultzes, the title company mailed the settlement check to Respondent for deposit into an escrow account until the MSA was finalized.

42. Respondent received the \$31,695.61 settlement check from the title company, which was made payable to the Shultzes and not Respondent.

43. Upon receipt of the Shultzes' settlement funds, Respondent maintained the settlement check at his law office..

44. Paragraph 5A. of the MSA provides that:

- a. the \$31,695.61 "is being held in trust by Attorney Jason Carpenter by agreement of the parties";
- b. the Shultzes agree that the settlement funds are first to be used for payment of marital debt and then split evenly between the parties; and
- c. the Shultzes "acknowledge receipt of funds from the trust account of Attorney Jason Carpenter . . . to wit, \$20,001.29 to Jerrith Shultz and \$11,694.32 to Verna Shultz, in hand contemporaneously with the signing of the Marital Settlement Agreement."

45. On December 5, 2019, Respondent had a meeting at Respondent's office with Ms. Mintz, Mr. Shultz, and Ms. Shultz, during which time:

- a. Mr. Shultz and Ms. Shultz executed the MSA;
- b. Respondent stated that Respondent had no intention of writing a check to Ms. Shultz that day and "it would be mailed to her"; and
- c. Ms. Mintz advised Respondent that she and her client would not be leaving Respondent's law office without "funds in hand" as set forth in the MSA.

46. Respondent then wrote a check to Ms. Shultz for \$11,694.32 from Respondent's IOLTA account and handed it to Ms. Mintz.

47. Ms. Mintz knew the settlement check from the October 11, 2019 sale had not been deposited into Respondent's IOLTA account because she saw the settlement check on Respondent's desk.

48. Ms. Mintz examined the check and informed Respondent that her client would not accept the check written from Respondent's IOLTA account as Respondent had not: (1) had Mr. and Ms. Shultz endorse the back of the check and make it payable to Respondent; (2) deposited the settlement check from the sale of the Shultzes' marital home into Respondent's IOLTA account; (3) transferred the settlement funds from Respondent's IOLTA account to

Respondent's operating account; and (4) written Ms. Shultz a check from Respondent's operating account.

49. By Respondent's writing a check from Respondent's IOLTA account to Ms. Shultz for Ms. Shultz's share of the settlement proceeds, Respondent engaged in conduct that put fiduciary funds in Respondent's IOLTA account at risk.

50. Respondent and Ms. Mintz then agreed that: Respondent would now write a check to Ms. Shultz from Respondent's operating account; Respondent would deposit the settlement check into Respondent's IOLTA account; Respondent would transfer the money to Respondent's operating account when the funds cleared Respondent's IOLTA account; Ms. Mintz would contact Respondent before Ms. Shultz cashed the check Respondent had given her to ensure that the funds had been transferred to Respondent's operating account; and Ms. Shultz would then cash the check from Respondent's operating account.

51. Accordingly, Respondent wrote check number 1370, dated December 9, 2019, to Verna Shultz, in the amount of \$11,694.32, from the "Loan Payment" account of The Law Office of Jason R. Carpenter, PLLC, at M & T Bank and gave check number 1370 to Ms. Shultz.

52. In Respondent's 2020-2021 PA Attorney's Annual Fee Form, Respondent failed to list the Loan Payment account at M & T Bank as an operating account.

53. Respondent failed to comply with Pa.R.D.E. 219(d)(1)(v) and list on Respondent's Annual Fee Form every business/operating account maintained or used by Respondent in the practice of law.

54. Respondent failed to promptly have the Shultzes endorse the back of the settlement check and deposit the settlement check into Respondent's IOLTA account.

55. By emails to Respondent on December 10 and 11, 2019, Ms. Mintz inquired whether Respondent had transferred funds from Respondent's IOLTA account sufficient to cover the check Respondent had issued to Ms. Shultz on December 5, 2019.

56. By email to Ms. Mintz on December 11, 2019, Respondent stated that Respondent was attempting to deposit the settlement check into Respondent's IOLTA account and would then reissue a check once the funds have cleared.

57. Thereafter, Respondent spoke with Ms. Mintz and advised her that:

- a. Respondent could not deposit the settlement check into Respondent's IOLTA account or issue checks from Respondent's operating account to Mr. Shultz and Ms. Shultz; and

- b. the only course of action Respondent would approve would be if Mr. Shultz and Ms. Shultz picked up the settlement check from Respondent's office, went to the bank and jointly cashed the check, and split the settlement funds on their own.

58. On December 12, 2019, Mr. Shultz and Ms. Shultz went to Respondent's law office, picked up their settlement check, went to the bank and jointly cashed the check, and split the settlement funds on their own.

59. By his conduct as alleged in paragraphs 6 through 58 above, Respondent violated the following Rules of Professional Conduct (RPC) and Rules of Disciplinary Enforcement (Pa.R.D.E.):

- a. RPC 1.1, which states that 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 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- c. RPC 1.15(b), which states that a lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded;
- d. RPC 1.15(e), which states that except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person

is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment;

- e. RPC 1.15(f), which states that when in possession of funds or property in which two or more persons, one of whom may be the lawyer, claim an interest, the funds or property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or property, including Rule 1.15 Funds, as to which the interests are not in dispute;
- f. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another; and
- g. Pa.R.D.E. 219(d)(1)(v) via Pa.R.D.E. 203(b)(3), which states that on or before July 1 of each year all attorneys required by this rule to pay an annual fee shall file with the Attorney Registration Office a signed or electronically endorsed form prescribed by the Attorney Registration Office in accordance with the following procedures: The form shall set forth every business operating account maintained or utilized by the attorney in the practice of law during the same time period specified in subparagraph (iii) ["on May 1 of the current year or at any time during the preceding 12 months"]. For each account, the attorney shall provide the name of the financial institution, location and account number.



**Charge II: Jennifer B. Habel Matter**

60. Leeanna Patterson is the mother of two minor children.

61. Dorothy and Wade Patterson are the parents of Leeanna Patterson and the maternal grandparents of the two minor children.

62. Mr. and Mrs. Patterson retained Respondent to represent them in seeking full physical custody of their two minor grandchildren.

63. On November 22, 2019, Respondent filed a Complaint in Custody against Ms. Patterson in the Court of Common Pleas of Huntingdon County. ***Dorothy and Wade Patterson v. Leeanna Patterson***, No. 2019-1818.

64. Respondent failed to act with competence and serve a copy of the custody complaint on Ms. Patterson.

65. On December 4, 2019, the Honorable George N. Zanic, President Judge, signed an Order scheduling a pretrial conference in the custody matter for January 27, 2020.

66. The Court sent Ms. Patterson a copy of the Order scheduling the pretrial conference for January 27, 2020.

67. Upon receipt of the scheduling Order, Ms. Patterson contacted her attorney, Jennifer B. Habel,

Esquire, who in turn, contacted the Court and received a copy of the custody complaint from the Court.

68. On January 16, 2020, Ms. Habel entered her appearance in the custody matter.

69. On January 27, 2020, a pretrial conference in the custody matter was held before Judge Zanic, at which:

- a. Ms. Habel attended the conference on behalf of Ms. Patterson;
- b. Respondent admitted that he had not served Ms. Patterson with a copy of the custody complaint;
- c. Judge Zanic entered an Order granting Ms. Patterson primary physical custody subject to periods of partial custody with Mr. and Mrs. Patterson; and
- d. Judge Zanic scheduled argument and a custody hearing for April 13, 2020.

70. As a result of the Covid-19 Judicial Emergency, Judge Zanic rescheduled the April 13, 2020 hearing to July 2, 2020.

71. Prior to June 29, 2020, Respondent drafted a Stipulation and Agreed Order for Custody, which:

- a. was between Mr. and Mrs. Patterson and Ms. Patterson;
- b. concerned the custodial arrangement of the two minor children;
- c. provided that Ms. Patterson had primary physical custody and Mr. and Mrs. Patterson had specified periods of partial custody;

- d. contained signature lines for Respondent as "Attorney for Plaintiff," Mr. and Mrs. Patterson, and Ms. Patterson; and
- e. omitted a signature for Ms. Habel as Attorney for Defendant.

72. Respondent sent a copy of the Stipulation, without a signature line for Ms. Habel as Attorney for Defendant, to Mr. and Mrs. Patterson.

73. By Respondent's sending a copy of the Stipulation to his clients to sign and forward to Ms. Patterson for her signature without first obtaining Ms. Habel's permission to communicate with her client, Respondent used his clients to communicate directly with a person Respondent knew was represented by an attorney.

74. On June 28, 2020, Mr. and Mrs. Patterson and Ms. Patterson signed and notarized the Stipulation and Agreed Order for Custody.

75. Respondent used his clients to facilitate his direct communication with a person Respondent knew was represented by an attorney without obtaining the attorney's permission.

76. Mr. and Mrs. Patterson returned the signed and notarized Stipulation to Respondent.

77. Respondent received the signed and notarized Stipulation.

78. Respondent failed to forward a copy of the signed Stipulation to Ms. Habel.

79. Prior to 11:00 a.m. on June 29, 2020, Respondent called Huntingdon County Court Administration, during which time:

- a. Respondent asked that the scheduled July 2, 2020 hearing be removed because the parties signed a Stipulation;
- b. Court Administration asked Respondent whether he had spoken to Ms. Habel and whether Ms. Habel had consented to cancelling the July 2, 2020 hearing;
- c. Respondent admitted that he had not spoken to Ms. Habel and Ms. Habel did not know about the Stipulation; and
- d. Court Administration instructed Respondent to call Ms. Habel and inform her about the Stipulation.

80. Respondent called Court Administration and asked that the scheduled July 2, 2020 hearing be removed without first having provided a copy of the Stipulation to Ms. Habel and receiving her consent to cancel the hearing.

81. At approximately 11:00 a.m. on June 29, 2020, Respondent called Ms. Habel, during which time:

- a. Respondent advised her that there was no need for the July 2, 2020 hearing because the parties had signed a Stipulation in the presence of a notary; and
- b. Ms. Habel requested that Respondent send her a copy of the signed Stipulation.

82. By email to Ms. Habel at 2:08 p.m. on June 29, 2020, Respondent attached a copy of the signed Stipulation.

83. At 4:49 p.m. on June 29, 2020, Ms. Habel sent an email to Respondent, with a copy to Court Administration and the judge's office, stating she:

- a. had received the signed and notarized Stipulation Respondent had recently sent;
- b. has spoken to Ms. Patterson and determined that her client "didn't fully comprehend what she signed";
- c. expected to make changes to the Stipulation; and
- d. did not agree to removing the July 2, 2020 hearing from the Court's calendar.

84. At 9:14 a.m. on June 30, 2020, Respondent sent an email to Ms. Habel, with a copy to Court Administration and the judge's office, claiming that Respondent had only called Court Administration to find out the procedure in Huntingdon County to cancel a hearing.

- a. Respondent's email was false in that Respondent had contacted Court Administration and requested that the July 2, 2020 hearing be removed from the Court's schedule.

85. By his conduct as alleged in paragraphs 60 through 84 above, Respondent violated the following Rules of Professional Conduct (RPC):

- a. RPC 1.1, which states that 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 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- c. RPC 4.2, which states that in representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order;
- d. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- e. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation; and
- f. RPC 8.4(d), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

**Charge III: Carolyn B. Sangrey Matter**

86. Respondent is the managing partner in the Law Office of Jason R. Carpenter, PLLC.

87. On June 25, 2019, Respondent's law office sent a fee agreement to Carolyn Sangrey; the fee agreement provided that:

- a. Ms. Sangrey was retaining the Law Office of Jason R. Carpenter to represent her in a divorce and matters related to the equitable distribution of property; and
- b. Respondent's law firm's legal fee was an initial \$4,000 nonrefundable retainer at the hourly rate of \$300.

88. On June 26, 2019, Ms. Sangrey paid the \$4,000 retainer; and on June 27, 2019, Ms. Sangrey electronically signed the fee agreement.

89. Kristin Elizabeth Jacquis, Esquire, was an attorney formerly employed by Respondent's law office.

90. Ms. Jacquis was assigned to handle Ms. Sangrey's divorce matter.

91. On August 1, 2019, Ms. Jacquis served a Divorce Complaint and Notice to Defend on Thomas A. Sangrey.

92. Ms. Jacquis failed to file the complaint and notice with the Dauphin County Court of Common Pleas.

93. As the managing partner of the Law Office of Jason R. Carpenter, Respondent failed to make reasonable efforts to ensure that Respondent's firm had in effect measures giving reasonable assurance that the conduct of all lawyers in the firm conform to the Rules of Professional Conduct.

94. On October 7, 2019, Ms. Sangrey sent an email to Respondent's law firm terminating representation and requesting her client file and refund of her retainer fee.

95. By emails dated October 7, 13, 16, 23, November 6, 7, 2019, Ms. Sangrey contacted Respondent's law firm requesting the return of her client file and the refund of her retainer fee.

96. Upon the termination of the representation, Respondent's law firm failed to promptly surrender Ms. Sangrey's client file and refund her legal fee.

97. By email to Ms. Sangrey sent at 11:49 a.m. on November 7, 2019, Respondent's legal assistant, Hannah Kercher, wrote that:

- a. Respondent was out of town;
- b. Respondent's law firm was working on getting Ms. Sangrey's file together; and
- c. Ms. Sangrey could come into the office on November 11, 2019, to pick up her file and refund check.

98. On November 11, 2019, Respondent wrote Ms. Sangrey:

- a. a check for \$3,638.75, from Respondent's IOLTA account at M & T Bank, with the notation "refund of retainer"; and
- b. a check for \$361.25, from the Loan Payment account of The Law Offices of Jason R. Carpenter, PLLC, at M & T Bank, with the notation "refund of sweep retainer," as a refund of work for which Respondent's firm



had completed but Ms. Sangrey had not approved.

99. On Respondent's 2020-2021 PA Annual Fee Form, Respondent failed to list his Loan Payment account at M & T Bank even though Respondent was using that account as a business/operating account for The Law Offices of Jason R. Carpenter, PLLC.

100. Respondent failed to list on his Annual Fee Form every business/operating account maintained or used by Respondent in the practice of law as required by Pa.R.D.E. 219(d)(1)(v)

101. Ms. Sangrey deposited the \$361.25 check in her bank account at Members First Federal Credit Union.

102. On November 22, 2019, Members First returned the \$361.25 check as unpaid due to insufficient funds and charged Ms. Sangrey a \$20 return fee.

103. Respondent failed to appropriately safeguard Rule 1.15 funds.

104. By emails dated November 27, and December 11, 2019, Ms. Sangrey requested that Respondent re-issue her a \$361.25 check and reimburse the \$20 bank fee.

105. Respondent failed to promptly reimburse the funds owed to Ms. Sangrey.

106. On December 18, 2019, Respondent wrote check number 1376, in the amount of \$381.25, from his M & T Bank Loan Payment account for The Law Office of Jason R. Carpenter, PLLC.

107. Respondent continued to use as a business/operating account a bank account that Respondent failed to list on Respondent's 2020-2021 PA Annual Fee Form.

108. By his conduct as alleged in paragraphs 86 through 107 above, Respondent violated the following Rules of Professional Conduct (RPC) and Rules of Disciplinary Enforcement (Pa.R.D.E.):

- a. RPC 1.1, which states that 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 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- c. RPC 1.15(b), which states that a lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded;
- d. RPC 1.16(d), which states that 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;

- e. RPC 5.1(a), which states that a partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers in the firm conform to the Rules of Professional Conduct;
- f. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- g. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation; and
- h. Pa.R.D.E. 219(d)(1)(v) via Pa.R.D.E. 203(b)(3), which states that on or before July 1 of each year all attorneys required by this rule to pay an annual fee shall file with the Attorney Registration Office a signed or electronically endorsed form prescribed by the Attorney Registration Office in accordance with the following procedures: The form shall set forth every business operating account maintained or utilized by the attorney in the practice of law during the same time period specified in subparagraph (iii) ["on May 1 of the current year or at any time during the preceding 12 months"]. For each account, the attorney shall provide the name of the financial institution, location and account number.

**Charge IV: Dawn Marie Shanahan Matter**

109. On September 20, 1998, Dawn Marie Shanahan and Kevin Michael Shanahan were married.

110. Ms. Shanahan is a registered nurse.

111. Mr. Shanahan is a Pennsylvania State Trooper and earns approximately four times more than Ms. Shanahan; Mr. Shanahan has a 401K, a pension from the state, and a pension from a local police department.

112. In December 2019, Mr. Shanahan requested a divorce from Ms. Shanahan and that Ms. Shanahan move out of the marital home as soon as possible.

113. On December 4, 2019, Ms. Shanahan met with Respondent regarding representing her in her domestic relations matter.

114. During Respondent's meeting with Ms. Shanahan on December 4, 2020, Respondent provided Ms. Shanahan with a "Legal Representation Flat Fee Agreement" between the Law Office of Jason R. Carpenter and Ms. Shanahan that stated, in pertinent part, that Respondent's:

- a. law office would provide legal representation for "Divorce Representation" and "equitable distribution of economic matters between the parties by marital separation agreement," but excluded work regarding motions, hearings, and appointment of divorce master;

- b. fee was a \$4,000 "nonrefundable Initial Retainer" and deemed "earned" upon execution of the retainer agreement; and
- c. hourly rate was \$250.

115. The "Spousal Support Form" created by Ms. Amy Sunday, Respondent's Office Manager, following Respondent's meeting states that: Ms. Shanahan "was sexually abused in the past"; "has PTSD"; Ms. Shanahan's husband "is constantly telling her to move out"; Ms. Shanahan "works, but husband makes 4 times as much as her"; and Ms. Shanahan "would like to file for divorce, support, and write up an MSA."

116. Respondent was on notice that Ms. Shanahan had PTSD and financial concerns.

117. On December 4, 2019, Respondent received \$4,000 from Ms. Shanahan for Respondent's representation.

118. On January 10, 2020, Ms. Shanahan sent Respondent a bullet point list of terms that she and Mr. Shanahan had agreed upon for a Marital Settlement Agreement (MSA); the MSA stated:

- a. date of separation was December 2, 2019; and
- b. the MSA was "Prepared on 12/18/19, amended 12/30/19."

119. The proposed terms of the MSA included, in pertinent part, that:

- a. each party waives any claim that the party may have against the other for alimony, support, and alimony pendente lite;
- b. each party waives the right to receive any pension or retirement account that is in his or her spouse's name; and
- c. Mr. Shanahan agrees to pay Ms. Shanahan \$150,000 from his 457 Deferred Compensation account with the Pennsylvania State Police.

120. From time to time after Ms. Shanahan sent Respondent the bullet point list of terms for the MSA, Ms. Shanahan contacted Respondent's law office requesting clarification of the terms of the MSA, the status of Respondent's drafting of the MSA, and assistance with promptly obtaining \$150,000 from Mr. Shanahan's deferred compensation funds as a down payment on a new home.

121. Neither Respondent nor his law office employees:

- a. promptly complied with Ms. Shanahan's reasonable requests for information; and
- b. kept Ms. Shanahan reasonably informed about the status of her legal matter.

122. On January 14, 2020, Respondent filed a complaint in divorce on behalf of Ms. Shanahan and against Mr. Shanahan in the Court of Common Pleas of York County. No. 2020-FC-000109-02.

123. On February 10, 2020, Respondent withdrew his appearance in Ms. Shanahan's divorce matter and his legal

associate, Matthew A. Thomsen, Esquire, entered his appearance on behalf of Ms. Shanahan.

124. On or before February 17, 2020, Respondent, Mr. Thomsen, and Respondent's nonlawyer assistants drafted the MSA for Ms. Shanahan.

125. The MSA provided, in pertinent part:

- a. **"Advice of Counsel.** Dawn Marie Shanahan has retained and received advice and counsel from Jason R. Carpenter, Esq. with the Law Office of Jason R. Carpenter"; and
- b. included the terms set forth, *supra*.

126. The terms of the MSA that Respondent, Mr. Thomsen, and Respondent's nonlawyer assistants drafted did not include a:

- a. disclosure of assets;
- b. valuation or itemization of the parties' assets;
- c. description of the parties' pension plans;
- d. expert valuation Mr. Shanahan's pension with the State Police (20 plus years) or Tredyffrin Township Police Department (8 years); and
- e. a prohibition against Mr. Shanahan acquiring any liens or debts against the marital home.

127. The MSA also provided that Ms. Shanahan transferred her legal and equitable interest in the marital home to Mr. Shanahan with the proviso that Mr. Shanahan agreed to split the proceeds of the home when sold.

128. Respondent and his employees discussed the MSA.

129. On February 17, 2020, Mr. Thomsen sent the MSA to Ms. Shanahan.

130. On March 3, 2020, Mr. and Ms. Shanahan executed the MSA.

131. On March 3, 2020:

- a. by email sent at 6:30 p.m. to Respondent's law office, Ms. Shanahan terminated the representation of The Law Office of Jason Carpenter, requested a refund Respondent's unearned fee, and explained that she "would think there should be a decent amount to be returned" because Ms. Shanahan and her husband "drew up our own MSA contract, it was put in legal format by Respondent"; and
- b. by responsive email to Ms. Shanahan sent at 8:15 p.m., Respondent or Respondent's agent stated that Respondent's firm had no objection to refunding the balance of Ms. Shanahan's funds and requested the opportunity to hear why Ms. Shanahan was discharging Respondent's law firm.

132. By email to Respondent or Respondent's agent sent at 8:52 a.m. on April 7, 2020, Ms. Shanahan wrote:

- a. it has been over three weeks since her last correspondence and she has not received her reimbursement;
- b. reminded Respondent that she had "handed Respondent a copy of a quasi contract" Ms. Shanahan and her husband had agreed upon;
- c. challenged Respondent's charges for: a "free consultation"; work that Respondent's law firm did not do for her MSA; and Respondent's correction of Respondent's errors to her middle name;



d. explained that she feels that she is being "extremely overcharged" for Respondent's legal work; and

e. requested reimbursement for Respondent's improper charges and her remaining balance.

133. Respondent failed to promptly refund his unearned legal fee upon termination of the representation.

134. On April 20, 2020, Respondent refunded \$1,488.25 to Ms. Shanahan.

135. On June 3, 2020, Mr. Shanahan filed a Complaint in Divorce against Ms. Shanahan in the Court of Common Pleas of Dauphin County. No. 2020 CV-5508-DV.

136. On June 9, 2020, Ms. Shanahan filed an Entry of Appearance of a Self Represented Party and a Praecipe to Withdraw Complaint in Divorce in York County.

137. On December 18, 2020, Ms. Shanahan moved out of the marital home she shared with Mr. Shanahan.

138. On December 2, 2021, Elizabeth Baron Stone, Esquire, entered her appearance to represent Ms. Shanahan in her Dauphin County divorce matter.

139. Neither party filed the MSA with the prothonotary of any court.

140. On February 7, 2022, Ms. Stone filed an Amended Motion to Set Aside the Parties Marital Settlement Agreement (Motion); the Motion:

- a. alleged in: September 2017, Ms. Shanahan suffered a Traumatic Brain Injury (TBI) at work; January 2018, Ms. Shanahan was diagnosed with Post Traumatic Stress Disorder; and February 2019, Ms. Shanahan reinjured the same area of her brain as had been injured in September 2017;
- b. stated that the MSA is "unconscionable" because Respondent failed to provide Ms. Shanahan with any information or advice regarding Ms. Shanahan waiving her protected rights of Equitable Distribution under the Divorce Code; and
- c. requested to set aside the March 3, 2020 MSA because at the time Ms. Shanahan signed the MSA, Ms. Shanahan was still living in the marital home, under undue influence of her husband, financially intimidated, and suffering from TBI and mental stress.

141. On February 28, 2022, Mr. Shanahan filed an answer to the amended motion with new matter (Answer); the Answer:

- a. stated the MSA "was provided by Wife through Wife's Counsel, for signature by Husband" (emphasis in original) (¶ 9);
- b. denied that Ms. Shanahan acted without benefit of counsel, as it was her counsel that drew up the MSA that was signed by the parties (¶ 21);
- c. explained that "the MSA was prepared by Counsel for the Wife" and that "Wife gave to her Counsel the terms and conditions that she desired to have in the MSA" (¶ 38); and
- d. noted that the MSA specifically alleged that Ms. Shanahan received advice from her Counsel and was fully aware of the financial situation of her spouse. (¶ 50)

142. On March 18, 2022, Ms. Shanahan filed a response to Mr. Shanahan's new matter (Response); the Response:

- a. denied that Respondent, Respondent's legal associate, and Respondent's nonlawyer assistants "reviewed the MSA with Wife prior to, during, or at the time of signature, despite her repeated questions in emails regarding the content and the absence of information in the document regarding Husband's pensions" (§ 38);
- b. alleged that Ms. Shanahan "was never advised or instructed as to the contents or legal implications of any documents by either Respondent or Respondent's legal associate" (§ 44);
- c. claimed that Ms. Shanahan's "two prior attorneys failed to instruct, inform, review, or in any way educate the Wife of her legal and marital interests in Husband's pensions" (§ 50); and
- d. requested relief, including setting aside the MSA, scheduling a hearing, or directing the matter be scheduled for a Divorce Master.

143. By Order dated April 2, 2022, the Honorable Royce L. Morris assigned the Motion to a Divorce Master.

144. By Order dated April 25, 2022, the Court scheduled the Motion to Set Aside Marital Settlement Agreement for a hearing on July 22, 2022.

145. By his conduct as alleged in paragraphs 109 through 144 above, Respondent violated the following Rules of Professional Conduct (RPC):

- a. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- b. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;
- c. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;
- d. RPC 1.16(d), which states that 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; and
- e. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

**Charge V: Jenell R. Walters Matter**

146. On April 3, 2019, Joseph Russell Siegrist (Siegrist) pled guilty to aggravated assault and was sentenced to three to six years of imprisonment. *Commonwealth v. Siegrist*, No. CP-22-CR-0003221-2018.

147. In May 2021, Siegrist was released from prison and is currently on parole.

148. Following Siegrist's release from prison, Siegrist resided at his mother's house.

- a. Jenell R. Walters (Walters), Siegrist's girlfriend, often stayed at Siegrist's mother's house with Siegrist.

149. In or around August 2021, Siegrist and Walters had a domestic altercation regarding Siegrist's purported infidelity.

150. Thereafter, Siegrist and Walters resumed their relationship until they broke-up in November 2021.

- a. Walters left her personal possessions at Siegrist's mother's house following her November 2021 break-up with Siegrist.

151. On December 10, 2021, Siegrist went to the Court of Common Pleas of Dauphin County and filed a Protection From Abuse (PFA) complaint against Walters concerning Walters's conduct in August 2021. **Joseph Siegrist v. Jenell Walters**, No. 10134.

- a. The Court scheduled a hearing on Siegrist's PFA matter for 9:00 a.m. on December 22, 2021.

152. Walters had previously contacted the local police and local social service agencies about Siegrist's abusive conduct.

153. On or before December 16, 2021, Walters called Respondent's law firm, during which time:

- a. Walters explained she needed representation in the PFA Siegrist had filed against her;
- b. Walters requested Respondent's law firm's assistance in filing a cross-PFA complaint against Siegrist as she was in immediate fear of substantial bodily injury from Siegrist;
- c. Walters provided information to support her defense in Siegrist's PFA matter and to support Respondent's law firm's filing a PFA against Siegrist, including: Siegrist has an active PFA against him from another woman; Siegrist has a criminal history of violent crime; and Siegrist continued to send Walters text messages in October 2021, thereby demonstrating that he wanted to continue their relationship after the August 2021 altercation; and
- d. Respondent's law firm emailed Walters a fee agreement that provided, in pertinent part, that Respondent's law firm's retainer fee for the representation was \$2,500.

154. The intake notes from Respondent's law office state that Walters explained she "was in an abusive relationship, **the abuser** is trying to get a PFA against" her. (emphasis added)

155. On December 16, 2021, Walters paid \$2,500 to the Law Office of Jason R. Carpenter for the representation.

156. On or before December 17, 2021, Respondent assigned Walters's legal matter to Respondent's legal associate, Joseph D'Annunzio, Esquire (D'Annunzio).

157. Per instructions from D'Annunzio, on December 17, 2021, Walters sent Sarah Dorwart, a paralegal at Respondent's office, an email containing the PFA pleadings she had received.

158. From December 17, 2021, through December 21, 2021, Walters sent text messages, screen shots, and social media information about Siegrist for D'Annunzio to use in defending Siegrist's PFA as well as in drafting a cross-PFA for Walters.

159. D'Annunzio failed to explain to Walters why he believed he could not file a PFA complaint so Walters could make an informed decision regarding the representation.

a. If this matter would proceed to a hearing, Respondent would testify that he believed D'Annunzio had explained why he could not file a PFA complaint on behalf of Walters.

160. As the managing partner of The Law Office of Jason R. Carpenter, Respondent failed to make reasonable efforts to ensure that Respondent's law firm had in effect measures giving reasonable assurance that the conduct of all lawyers in the firm conform to the Rules of Professional Conduct.

161. On December 22, 2021, D'Annunzio and Dorwart went with Walters to her PFA hearing, at which time the Court continued the PFA matter until January 19, 2022.

162. By email to Dorwart sent at 10:06 p.m. on January 3, 2022, Walters requested that Respondent's law firm send a subpoena to Ashley Williams, Siegrist's former girlfriend, who purportedly had a PFA against Siegrist.

a. Walters also provided the contact information for Williams.

163. By email to Dorwart sent at 7:37 p.m. on January 4, 2022, Walters inquired whether "there is any way to request that [she be able to get the remainder of her personal belongings from [Siegrist's] house."

164. By email to Walters sent at 9:22 a.m. on January 5, 2022, Dorwart explained that Respondent's law firm usually waits "until after the PFA" and has a constable there with the client.

165. By email to Dorwart sent at 11:07 a.m. on January 7, 2022, Walters forwarded social media postings from Siegrist in which he was "bragging about cocaine and cheating"; by email sent at 12:27 p.m., Dorwart replied, "Wow. I added these to the file and printed them to bring with us to the PFA Hearing."

166. On January 18, 2022, an employee at Respondent's law firm called Walters and stated that D'Annunzio was not available to attend Walters's PFA hearing and that Kathleen



Gadalla, Esquire, (Gadalla) would represent Walters at her PFA hearing.

167. At approximately 4:30 p.m. on January 18, 2022, Gadalla called to speak to Walters about her case, during which time Walters:

- a. advised Gadalla that there was no factual basis for Siegrist's PFA and provided Gadalla with the name and contact information for Ashley Williams;
- b. requested that Gadalla file a cross-PFA for Walters and against Siegrist, a convicted felon with a history of violence;
- c. reiterated that she needed help in getting her personal possessions from Siegrist's mother's home; and
- d. agreed to re-send Gadalla the screen shots, social media postings, text messages, and other information that she had previously provided to Dorwart and D'Annunzio.

168. After Walters concluded her telephone conversation with Gadalla, Walters sent Gadalla all the information and documents she had agreed to send.

169. On January 19, 2022, Walters appeared in court with Gadalla on Siegrist's PFA complaint, during which time:

- a. Gadalla did not introduce Siegrist's social media posts about his drug use and cheating;
- b. Gadalla did not present the testimony of Williams or any evidence that Siegrist had a PFA entered against him;

- c. Gadalla did not introduce Siegrist's numerous text messages to Walters showing that Siegrist was not in fear of Walters and wanted to resume a relationship with her after their August 2021 altercation;
- d. Siegrist testified that he had never been to PFA court; and
- e. the Court found in favor of Siegrist and issued a 6-month PFA order against Walters.

170. Following the hearing, Gadalla failed to inform Walters that she had thirty days in which to file an appeal from the entry of the PFA Order.

- a. If this matter would proceed to a hearing, Respondent would testify that he believed Gadalla had informed Walters of her appellate rights.

171. As the managing partner of the Law Office of Jason R. Carpenter, Respondent failed to make reasonable efforts to ensure that Respondent's law firm had in effect measures giving reasonable assurance that the conduct of all lawyers in the firm conform to the Rules of Professional Conduct.

172. By email to Dorwart, sent at 10:28 a.m. on January 21, 2022, Walters wrote that:

- a. "I'm not understanding at all how I have a pfa against me; and
- b. requested that she have "Jason the owner call [her] today as we did not have a chance to talk" as "he had really bad reception."

173. By email to Dorwart sent at 2:55 p.m. on February 4, 2022, Walter wrote that Gadalla said Respondent's law firm would assist her in filing a cross-PFA against Siegrist.

174. By email to Dorwart sent at 8:43 a.m. on February 7, 2022, Walters wrote that Respondent's law firm had told her that she "would be able to pick up my personal belongings and that never happened."

175. By email to Dorwart sent at 11:34 a.m. on February 8, 2022, Walters stated she "need[ed] a copy of the pfa i never received it and the prothonotary's office told me to call my attorney."

176. Dorwart failed to comply with Walters's reasonable request for information and promptly send Walters a copy of the PFA Order entered against her.

177. By email sent to Dorwart at 11:32 a.m. on February 25, 2022, Walters wrote that:

- a. Siegrist had contacted her despite his having a PFA against her;
- b. Siegrist has "five violent felonies, almost killed a man put him in a coma for 4 months. I have zero protection";
- c. Respondent had agreed to help Walters if Siegrist contacted her;
- d. she called Respondent for assistance, but Respondent did not return her telephone call;

- e. she still has not received a copy of the PFA from Respondent's law firm; and
- f. she wanted a copy of an itemized bill from Respondent's law firm.

178. Respondent, Respondent's subordinate attorneys, and Respondent's legal assistants failed to properly communicate with Walters and:

- a. timely provide her with a copy of the final PFA order against her;
- b. keep Walters reasonably informed about the status of her legal matter, including appellate deadlines; and
- c. explain matters to Walters so that she could make informed decisions regarding the representation.

179. As the managing partner of the Law Office of Jason R. Carpenter, Respondent failed to make reasonable efforts to ensure that Respondent's law firm had in effect measures giving reasonable assurance that the conduct of his lawyers and legal assistants is compatible with the professional obligations of the lawyer.

180. By email to Walters sent at 3:14 p.m. on February 25, 2022, Amy Sunday, Operations Manager:

- a. attached the Final Protection from Abuse Order;
- b. attached Judge Engle's Order assessing costs, which are due on May 19, 2022; and

- c. explained that she had sent an itemized bill by separate email.

181. On February 25, 2022, after Walters's receipt of the PFA Order from Respondent's law firm, Walters sent emails to Sunday, inquiring:

- a. "[w]hat ever happened to me being able to gather my personal belongings from plaintiff's residence?";
- b. "is there a reason that it took this long to receive this information from [Respondent's] office?"
- c. "why was I never notified of my options to have this over turned?"; and
- d. "What happens in the event that I can not afford to pay the court cost?"

182. By his conduct as alleged in paragraphs 146 through 181 above, Respondent violated the Rules of Professional Conduct (RPC):

- a. RPC 1.1, which states that 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), which states that subject to paragraphs (c) and (d), 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. In a criminal

case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify;

- c. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- d. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;
- e. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;
- f. RPC 1.4(b), which states that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- g. RPC 5.1(a), which states that a partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers in the firm conform to the Rules of Professional Conduct;
- h. RPC 5.3(a), which states that with respect to a nonlawyer employed or retained by or associated with a lawyer a partner and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer; and
- i. RPC 8.4(a), which states that it is professional misconduct for a lawyer to

violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

**Charge VI: Financial Mismanagement**

183. Respondent's law office maintains the following bank accounts at M & T Bank:

- a. IOLTA;
- b. Operating;
- c. Loan Payment; and
- d. New Checking.

184. From time to time, Respondent has transferred funds from his Operating Account and Loan Payment account into his IOLTA account as follows:

- a. 6/7/2019, \$500 from Operating Account into IOLTA account;
- b. 6/17/2019, \$3,000 from Loan Repayment account into IOLTA account;
- c. 6/19/2019, \$391.50 from Operating Account into IOLTA account;
- d. 7/1/2019 - \$2,775 from Operating Account into IOLTA account;
- e. 9/27/2019 - \$2,500 from Operating Account into IOLTA account;
- f. 10/24/2019 - \$1,181.70 from Operating Account into IOLTA account;
- g. 12/17/2020 - \$75 from Operating Account into IOLTA account;

- h. 1/19/2021 - \$532.50 from Operating account into IOLTA account; and
- i. 1/27/2021 - \$7,812.78 from Loan Payment account into IOLTA account.

185. Respondent failed to hold all Rule 1.15 funds separate from Respondent's own funds.

186. Respondent deposited Respondent's own funds into Respondent's IOLTA account in excess of funds necessary to pay service charges on the account.

187. In Respondent's Loan Payment account:

- a. on November 11, 2019, Respondent wrote check no. 1364, in the amount \$361.25, to Carolyn Sangrey, as a refund of Respondent's retainer fee; on November 15, 2019, M & T Bank returned Respondent's check for insufficient funds; and
- b. on January 20, 2020, Respondent wrote check no. 1389, in the amount of \$421.25, to Dauphin County Prothonotary, for the Ashlie Foulz divorce complaint; on January 29, 2020, M & T Bank returned Respondent's check for insufficient funds.

188. In Respondent's handling of funds in the **Sangrey** and **Foulz** matters, Respondent failed to possess the competence necessary for the representation.

189. In Respondent's New Checking account, on February 4, 2020, Respondent wrote check no. 1013 to the Dauphin County Prothonotary for the **Kulig** complaint; on February 10, 2020, M & T Bank returned Respondent's check for insufficient funds.



190. From at least June 1, 2019 to June 24, 2021, Respondent failed to perform a monthly reconciliation of Respondent's IOLTA account and preserve copies of Respondent's computations sufficient to prove compliance with RPC 1.15(c)(4).

191. Respondent's monthly three-way reconciliations from June 30, 2021 to December 21, 2021, reveal significant discrepancies between the bank balance and the trial ledger balance.

192. By his conduct as alleged in paragraphs 183 through 191 above, Respondent violated the following Rules of Professional Conduct (RPC):

- a. RPC 1.1, which states that 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 1.15(b), which states that upon receiving property of a client or third person in connection with a client-lawyer relationship, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property;

- c. RPC 1.15(c)(4), which states that a regular trial balance of the individual client trust ledgers shall be maintained. The total of the trial balance must agree with the control figure computed by taking the beginning balance, adding the total of monies received in trust for the client, and deducting the total of all moneys disbursed. On a monthly basis, a lawyer shall conduct a reconciliation for each fiduciary account. The reconciliation is not complete if the reconciled total cash balance does not agree with the total of the client balance listing. A lawyer shall preserve for a period of five years copies of all records and computations sufficient to prove compliance with this requirement; and
- d. RPC 1.15(h), which states that 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.

#### **IV. JOINT RECOMMENDATION FOR DISCIPLINE**

193. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is an eighteen-month suspension from the practice of law.

194. Respondent hereby consents to the discipline being imposed by the Supreme Court of Pennsylvania. Attached to this Petition is Respondent's executed Affidavit required by Pa.R.D.E. 215(d), which states that he consents to the recommended discipline and the mandatory

acknowledgements contained in Pa.R.D.E. 215(d)(1) through (4).

195. Respondent and ODC respectfully submit that there is the following aggravating factor:

- a. Respondent continued to violate the RPC even after ODC served Respondent with DB-7 Requests alerting Respondent to his alleged RPC violations..

196. Respondent and ODC respectfully submit that there are the following mitigating factors:

- a. Respondent is a young attorney with no record of discipline;
- b. by virtue of Respondent's entering into the Joint Petition for Discipline on Consent, Respondent has recognized his wrongdoing;
- c. Respondent has participated in volunteer law-related activities, such as Wills for Heroes, a program that provides wills for service members and first responders;
- d. Respondent cooperated with ODC's investigation; and
- e. although unsuccessful, Respondent attempted to bring his books and records in compliance after ODC notified Respondent of his noncompliance

197. Precedent establishes that attorneys with no record of discipline who engage in misconduct involving lack of competence, neglect, and failure to communicate in multiple client matters receive discipline ranging from a suspension of one year and one day to a suspension of two

years. See, e.g., *Office of Disciplinary Counsel v. Tangie Marie Boston*, No. 99 DB 2018 (D.Bd. Rpt. 12/10/2019) (S.Ct. Order 2/10/2020) (Supreme Court imposed a suspension of one year and one day on Boston, who neglected, failed to communicate, and failed to refund unearned fees in four client matters and whose conduct was prejudicial to the administration of justice); *Office of Disciplinary Counsel v. Howard Goldman*, No. 157 DB 2003, (D.Bd. Rpt. 5/20/2005) (S.Ct. Order 8/30/2005) (Supreme Court imposed a one-year-and-one-day suspension on Goldman, who neglected and failed to communicate in four client matters and failed to promptly surrender his unearned fee); and *Office of Disciplinary Counsel v. Susan Bell Bolno*, No. 162 DB 2000, (D.Bd. Rpt. 12/16/2002) (S.Ct. Order 3/7/2003) (Supreme Court imposed a two-year suspension on *Bolno*, whose mishandling of four client matters involved lack of competence, neglect, failure to communicate, failure to refund her unearned fees to her clients, violations of attorney registration regulations, and failure to answer ODC's DB-7 Requests).

198. Similar discipline may be imposed when an attorney also disregards fiduciary obligations and financial recordkeeping requirements. See, e.g., *Office of Disciplinary Counsel v. Valerie Andrine Hibbert*, No. 215 DB

2019, (D.Bd. Rpt. 2/17/2021) (S. Ct. Order 4/27/2021) (Supreme Court imposed a suspension of one-year-and-one-day on Hibbert who neglected client matters and failed to properly handle her IOLTA account, perform three-way reconciliations, and promptly withdraw settlement funds from her IOLTA account); **Office of Disciplinary Counsel v. Albert M. Sardella**, No. 132 DB 2019, (D.Bd. Rpt. 9/2/2020) (S.Ct. Order 12/1/2020) (Supreme Court imposed a two-year suspension on Sardella, who failed to comply with his IOLTA obligations, failed to maintain the required IOLTA records, inaccurately reported his bank accounts on his annual attorney registration forms, and mishandled an estate).

199. Over the course of the past two years, distraught clients, frustrated opposing counsel, and concerned successor counsel have filed numerous complaints against Respondent.<sup>1</sup> Respondent's misconduct was not isolated to Respondent's mishandling of his clients' cases. Respondent's misconduct also involved Respondent's mishandling of his law firm's financial records as well as Respondent's failure to properly supervise his law firm's employees. In mitigation, Respondent is a young attorney,

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<sup>1</sup> Plus, a new complaint was recently filed against Respondent, to which Respondent has admitted his shortcomings without a DB-7 Request. (C3-22-581)

cooperated with ODC's investigation, and has admitted to the wide-range of his misconduct.

200. Application of the foregoing precedent to the totality of Respondent's misconduct tempered by the multiple mitigating circumstances leads to the conclusion that Respondent should receive an eighteen-month suspension. Respondent's receipt of an eighteen-month suspension is appropriate as it would protect the public from Respondent's serial misconduct, enable Respondent to attain the necessary skills to handle the practice of law and a law practice, and require Respondent to establish his fitness.

201. Accordingly, Respondent and ODC agree that Respondent should receive a suspension of eighteen months.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. Pursuant to Pa.R.D.E. 215(e) and 215(g), the three-member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent and recommend to the Pennsylvania Supreme Court that the Court enter an Order suspending Respondent from the practice of law for eighteen months; and
- b. Pursuant to Pa.R.D.E. 215(i), the three-member panel of the Disciplinary Board enter an Order for Respondent to pay the necessary expenses incurred in the investigation and prosecution of this matter, and that under Pa.R.D.E. 208(g)(1), all expenses be paid by

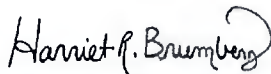
Respondent within 30 days after notice transmitted to the Respondent of taxed expenses.

Respectfully and jointly submitted,

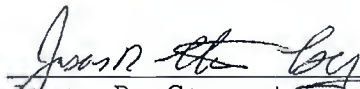
OFFICE OF DISCIPLINARY COUNSEL

Thomas J. Farrell  
CHIEF DISCIPLINARY COUNSEL


10/26/2022  
Date

By   
Harriet R. Brumberg  
Disciplinary Counsel

10/28/22  
Date

By   
Jason R. Carpenter  
Respondent

10/28/2022  
Date

By   
Robert A. Graci, Esquire  
Counsel for Respondent

10/28/2022  
Date

By   
Carson B. Morris, Esquire  
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No.       Disciplinary Docket  
  Petitioner :     No. 3  
  :  
  v.                 : ODC File Nos. C3-20-5, C3-  
  : 20-6, C3-20-458, C3-20-529,  
  : C3-20-531, C3-22-173, C3-  
  : 22-174, and C3-22-581  
  :  
  : Atty. Reg. No. 320478  
JASON R. CARPENTER,                                 :  
  Respondent : (Dauphin County)

**VERIFICATION**

The statements contained in the foregoing Joint Petition In Support Of Discipline On Consent Under Pa.R.D.E. 215(d) are true and correct to the best of our knowledge or information and belief and are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

10/26/2022  
Date

By Harriet R. Brumberg  
Harriet R. Brumberg  
Disciplinary Counsel

10/26/22  
Date

By Jason R. Carpenter  
Jason R. Carpenter  
Respondent

10/27/2022  
Date

By Robert A. Graci  
Robert A. Graci, Esquire  
Counsel for Respondent


10/27/2022  
Date

By Carson B. Morris  
Carson B. Morris, Esquire  
Counsel for Respondent

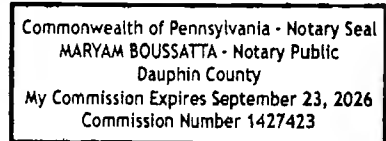


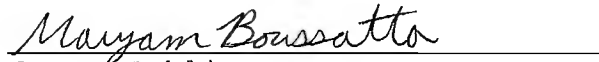


4. He consents because he knows that if the charges being investigated continue to be prosecuted, he could not successfully defend against the charges.

  
Jason R. Carpenter  
Respondent

Sworn to and subscribed  
before me this 28<sup>th</sup>  
day of October, 2022.



  
Notary Public

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Office of Disciplinary Counsel

Signature: Harriet R. Brumberg

Name: Harriet R. Brumberg, Disciplinary Counsel

Attorney No. (if applicable): 31032