

IN THE SUPREME COURT OF PENNSYLVANIA

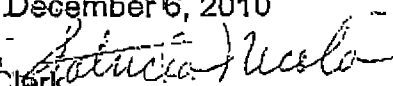
OFFICE OF DISCIPLINARY COUNSEL, : No. 1636 Disciplinary Docket No. 3
Petitioner :
v. : No. 151 DB 2010
GREGORY F. LEPORE, : Attorney Registration No. 43779
Respondent : (Lehigh County)

ORDER

PER CURIAM:

AND NOW, this 6th day of December, 2010, there having been filed with this Court by Gregory F. Lepore his verified Statement of Resignation dated October 12, 2010, stating that he desires to resign from the Bar of the Commonwealth of Pennsylvania in accordance with the provisions of Rule 215, Pa.R.D.E., it is

ORDERED that the resignation of Gregory F. Lepore is accepted; he is disbarred on consent from the Bar of the Commonwealth of Pennsylvania retroactive to September 27, 2010; and he shall comply with the provisions of Rule 217, Pa.R.D.E. Respondent shall pay costs, if any, to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.

A True Copy Patricia Nicola
As of: December 6, 2010
Attest: 
Chief-Clerk
Supreme Court of Pennsylvania

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

OFFICE OF DISCIPLINARY COUNSEL	:	No. 1636 Disciplinary Docket No. 3
Petitioner	:	
	:	No. 151 DB 2010
v.	:	
	:	Attorney Registration No. 43779
GREGORY P. LEPORE	:	
Respondent	:	(Lehigh County)

RESIGNATION BY RESPONDENT

Pursuant to Rule 215
of the Pennsylvania Rules of Disciplinary Enforcement

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

IN THE MATTER OF : No. 1636 Disciplinary Docket
GREGORY F. LEPORE : No. 3 - Supreme Court
: Board File No. C2-10-613
: (United States District Court
: for the Eastern District
: of Pennsylvania
: (Philadelphia) Criminal Docket
: No. 2:10-cr-00336-PD-1)
: Atty. Registration No. 43779
: (Lehigh County)

RESIGNATION
UNDER Rule 215, Pa.R.D.E.

Gregory F. Lepore, hereby tenders his unconditional resignation from the practice of law in the Commonwealth of Pennsylvania in conformity with Rule 215, Pa.R.D.E. and further states as follows:

1. He is a formerly admitted attorney, having been admitted to the bar of the Commonwealth of Pennsylvania on or about November 1, 1985 and placed on temporary suspension by this Honorable Court by Order dated September 27, 2010. His attorney registration number is 43779.

2. He desires to submit his resignation as a member of said bar.

3. His resignation is freely and voluntarily rendered; he is not being subjected to coercion or duress and he is fully aware of the implications of submitting this resignation.

4. He is aware that there are presently pending disciplinary proceedings instituted against him pursuant to Rule 214, Pa.R.D.E. relating to his felony criminal conviction.

5. He acknowledges that on June 15, 2010, he entered a guilty plea in the United States District Court for the Eastern District of Pennsylvania, before the Honorable Paul S. Diamond, to 18 U.S.C. § 922(o) - Possession of a Machinegun; and 21 U.S.C. § 841(a)(1), (b)(1)(D), - Manufacture of Marijuana.

6. He acknowledges that on September 29, 2010, Judge Diamond sentenced him to a term of imprisonment of 21 months and to be on supervised release for 3 years. Judge Diamond also fined him \$30,000.00.

7. He acknowledges that the material facts which form the basis for his criminal convictions are true. A true and correct copy of the Guilty Plea Agreement is attached hereto and marked as Exhibit "A."

8. He acknowledges that the crimes for which he was convicted are punishable by imprisonment for one year or upward and thus are "serious crime[s]" as defined by Rule 214(i), Pa.R.D.E.

9. He acknowledges that the conviction constitutes a *per se* ground for discipline under Rule 203(b)(1), Pa.R.D.E.

10. He acknowledges that under Rule 214(f)(1), Pa.R.D.E., he would be entitled to the institution of a formal proceeding before a hearing committee in which the sole issue to be determined would be the extent of discipline to be imposed.

11. He acknowledges that by submitting the within resignation he is knowingly, voluntarily and intelligently waiving the right to have a disciplinary hearing pursuant to Rule 214(f)(1), Pa.R.D.E.


12. He submits the within resignation because he knows that he could not successfully defend himself against the charges of professional misconduct that are being brought in connection with his conviction.

13. He is fully aware that the within resignation statement is irrevocable and that he can only apply for reinstatement to the practice of law pursuant to the provisions of Rule 218, Pa.R.D.E.

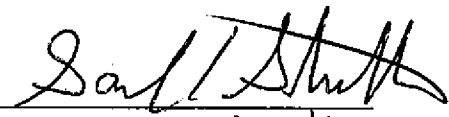
14. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has retained, consulted with and acted upon the advice of counsel in connection with his decision to execute the within resignation.

It is understood that the statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 (relating to unsworn falsification to authorities).

Signed this 14 day of October, 2010.



GREGORY F. LEPORE
Respondent
Attorney Registration No. 43779

WITNESS: 
Sam Stretton

5/2009

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

:

v.

:

CRIMINAL NO.

GREGORY F. LEPORE

:

GUILTY PLEA AGREEMENT

Under Federal Rule of Criminal Procedure 11, the government, the defendant, and the defendant's counsel enter into the following guilty plea agreement. Any reference to the United States or the government in this agreement shall mean the Office of the United States Attorney for the Eastern District of Pennsylvania.

1. The defendant agrees to plead guilty to Counts One and Two of an information, waiving prosecution by indictment, charging him with possession of a machinegun, in violation of 18 U.S.C. § 922(o), and the manufacture of marijuana plants, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(D), all arising from the defendant's possession of a Sten Fully Automatic 9 Millimeter Machine Gun and the defendant's growing of approximately 15 marijuana plants. The defendant further acknowledges his waiver of rights, as set forth in the attachment to this agreement.

2. The defendant agrees to pay the special victims/witness assessment in the amount of \$200 before the time of sentencing and shall provide a receipt from the Clerk to the government before sentencing as proof of this payment.

3. The defendant agrees to pay a fine as directed by the Court. The defendant further agrees that forfeiture, restitution, fine, assessment, tax, interest or other payments in this case do not constitute extraordinary acceptance of responsibility or provide any basis to seek a downward departure or variance from the applicable Sentencing Guidelines range.

4. The defendant agrees to forfeiture as provided in Attachment A to this agreement.

5. The defendant abandons any right, title and interest that he may have in the following firearms and ammunition: one Springfield Armory .45 caliber handgun, with serial number WW90010; two magazines for a Springfield Armory .45 caliber handgun; one JC Higgins .22 caliber model 88-handgun, with serial number 583881; and one AK 740 .39 caliber short barrel rifle, with serial number 0001302; agrees to execute all documents requested by the government to effectuate his abandonment, and agrees that the Bureau of Alcohol, Tobacco, Firearms and Explosives may dispose of the firearms in whatever manner it deems appropriate.

6. Defendant waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

7. At the time of sentencing, the government will:

- a. Make whatever sentencing recommendation as to imprisonment, fines, forfeiture, restitution and other matters which the government deems appropriate.
- b. Comment on the evidence and circumstances of the case; bring to the Court's attention all facts relevant to sentencing including

evidence relating to dismissed counts, if any, and to the character and any criminal conduct of the defendant; address the Court regarding the nature and seriousness of the offense; respond factually to questions raised by the Court; correct factual inaccuracies in the presentence report or sentencing record; and rebut any statement of facts made by or on behalf of the defendant at sentencing.

- c. Nothing in this agreement shall limit the government in its comments in, and responses to, any post-sentencing matters.

8. The defendant understands, agrees and has had explained to him by counsel that the Court may impose the following statutory maximum sentences: on Court One (possession of a machinegun), ten years imprisonment, a three year period of supervised release, a \$250,000 fine, and a \$100 special assessment; on Court Two (manufacture of marijuana), five years imprisonment, a mandatory minimum two years of supervised release up to lifetime supervised release, a \$250,000 fine, and a \$100 special assessment.

Total Maximum Sentence is: 15 years imprisonment, a mandatory minimum two years of supervised release up to lifetime supervised release, a \$500,000 fine, and a \$200 special assessment.

The defendant further understands that supervised release may be revoked if its terms and conditions are violated. When supervised release is revoked, the original term of imprisonment may be increased by up to two years per count in the case of a Class ^C felony, and up to one year per count in the case of a Class ^D felony. The defendant has been charged with,

and is pleading guilty to, one count of violating 18 U.S.C. § 922(o), which is a Class D felony, and one count of violating 21 U.S.C. § 841(a)(1), (b)(1)(D), which is a Class E felony. Thus, a violation of supervised release increases the possible period of incarceration and makes it possible that the defendant will have to serve the original sentence, plus a substantial additional period, without credit for time already spent on supervised release.

9. The defendant may not withdraw his plea because the Court declines to follow any recommendation, motion or stipulation by the parties to this agreement. No one has promised or guaranteed to the defendant what sentence the Court will impose.

10. Pursuant to USSG § 6B1.4, the parties enter into the following stipulations under the Sentencing Guidelines Manual. It is understood and agreed that: (1) the parties are free to argue the applicability of any other provision of the Sentencing Guidelines, including offense conduct, offense characteristics, criminal history, adjustments and departures; (2) these stipulations are not binding upon either the Probation Department or the Court; and (3) the Court may make factual and legal determinations that differ from these stipulations and that may result in an increase or decrease in the Sentencing Guidelines range and the sentence that may be imposed:

- a. The parties agree and stipulate that on June 26, 2008, the defendant possessed a Sten Fully Automatic 9 Millimeter Machine Gun, and was growing 15 marijuana plants.
- b. The parties agree and stipulate that, as of the date of this agreement, the defendant has demonstrated acceptance of

responsibility for his offense making the defendant eligible for a 2-level downward adjustment under USSG § 3E1.1(a).

- c. The parties agree and stipulate that, as of the date of this agreement, the defendant has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying the government of his intent to plead guilty making the defendant eligible for an additional 1-level downward adjustment under Guideline Section 3E1.1(b).

11. In exchange for the undertakings made by the government in entering this plea agreement, the defendant voluntarily and expressly waives all rights to appeal or collaterally attack the defendant's conviction, sentence, or any other matter relating to this prosecution, whether such a right to appeal or collateral attack arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law. This waiver is not intended to bar the assertion of constitutional claims that the relevant case law holds cannot be waived.

- a. Notwithstanding the waiver provision above, if the government appeals from the sentence, then the defendant may file a direct appeal of his sentence.
- b. If the government does not appeal, then notwithstanding the waiver provision set forth in this paragraph, the defendant may file a direct appeal but may raise only claims that:

- (1) the defendant's sentence on any count of conviction exceeds the statutory maximum for that count as set forth in paragraph 8 above;
- (2) the sentencing judge erroneously departed upward pursuant to the Sentencing Guidelines; and/or
- (3) the sentencing judge, exercising the Court's discretion pursuant to United States v. Booker, 543 U.S. 220 (2005), imposed an unreasonable sentence above the final Sentencing Guideline range determined by the Court.

If the defendant does appeal pursuant to this paragraph, no issue may be presented by the defendant on appeal other than those described in this paragraph.

The defendant also waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

12. By entering this plea of guilty, the defendant also waives any and all rights the defendant may have, pursuant to 18 U.S.C. §3600, to require DNA testing of any physical evidence in the possession of the government. The defendant fully understands that, as a result of this waiver, any physical evidence in this case will not be preserved by the government and will therefore not be available for DNA testing in the future.

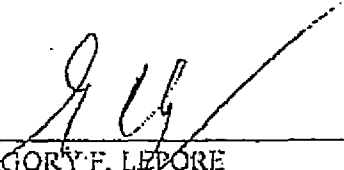
13. The defendant understands and agrees that: (a) the status of any

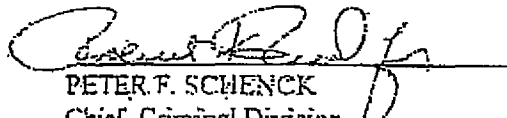
professional license or certification held by the defendant is not protected by this agreement and is a matter solely within the discretion of the appropriate licensing, regulatory and disciplinary authorities; and (b) the government will inform the appropriate professional licensing, regulatory and disciplinary authorities in Pennsylvania of the disposition of the criminal charges filed against the defendant in this case.

14. The defendant is satisfied with the legal representation provided by the defendant's lawyer; the defendant and this lawyer have fully discussed this plea agreement; and the defendant is agreeing to plead guilty because the defendant admits that he is guilty.

15. It is agreed that the parties' guilty plea agreement contains no additional promises, agreements or understandings other than those set forth in this written guilty plea agreement, and that no additional promises, agreements or understandings will be entered into unless in writing and signed by all parties.

MICHAEL L. LEVY
United States Attorney


GREGORY F. LEPORE
Defendant


PETER F. SCHENCK
Chief, Criminal Division
Assistant United States Attorney

SAMUEL C. STRETTON, ESQ.
Counsel for Defendant


ANDREW J. SCHELL
Assistant United States Attorney

Date: April 13, 2010

ATTACHMENT A

1. The defendant agrees to the following:
 - a. The defendant represents that he has an interest in each of the following assets that is forfeitable pursuant to 28 U.S.C. § 2461(c) and 18 U.S.C. § 924(d), based upon his plea of guilty to the counts specified above. He further hereby forfeits his right, title and interest in the following assets and agrees that such assets were used or were intended to be used to commit or facilitate possession of a machinegun in violation of 18 U.S.C. § 922(o) (Count One):
 - (1) a Sten Fully Automatic 9 millimeter Machine Gun, with no serial number;
 - (2) two magazines for a Sten Machine Gun; and
 - (3) a receiver for a Sten Machine Gun.
 - b. The defendant agrees to the entry of a preliminary order of forfeiture pursuant to Fed.R.Crim.P. 32.2(b) as soon as possible after the guilty plea and before sentencing. The defendant also consents to the interlocutory sale of any or all of the foregoing assets, upon motion of the government, following the entry of a preliminary order of forfeiture. Pursuant to Fed.R.Crim.P. 32.2(b)(3), the defendant further agrees that, upon the request of the government, the preliminary order of forfeiture may be made final before his sentencing.
 - c. The defendant agrees to surrender to the government possession of any personal property to be forfeited by a date not later than two weeks before sentencing. The defendant agrees that should he fail to timely satisfy these obligations, the government may elect to: void this agreement; void the forfeiture portion of the agreement and try the forfeiture before the Court and seek a larger forfeiture; consider such failure in deciding whether to file any motion under Guideline Section 5K1.1; argue that the defendant is not entitled to a downward adjustment for acceptance of responsibility under Guideline Section 3E1.1; and/or pursue any and all forfeiture remedies available at law or equity. The defendant agrees to waive any right to trial by jury on all forfeiture issues.
 - d. In the event that any claim is made by third parties to any of the assets listed at paragraph (a) above, the defendant agrees to forfeit substitute assets equal in value to those assets claimed by third parties.
 - e. The defendant agrees that he will cooperate with the government by taking whatever steps are necessary to pass clear title to the United States of the assets listed in paragraph (a) above, including, but not limited to, assisting in bringing any assets, or the proceeds from the sale of assets, located outside the United States within the jurisdiction of the United States, completing any legal documents required for the transfer of assets to the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold,

disbursed, wasted, hidden or otherwise made unavailable for forfeiture.

- f. The defendant agrees to waive any claims, defenses or challenges arising under the Double Jeopardy or Excessive Fines Clauses of the Eighth Amendment, resulting from the forfeiture imposed as a result of this information and/or any pending or completed administrative or civil forfeiture actions and stipulates that such forfeiture is not grossly disproportionate to his criminal conduct.
- g. The defendant agrees that the forfeiture requirements of this agreement do not amount to extraordinary acceptance of responsibility and do not constitute any basis for a downward departure under the Sentencing Guidelines.

Attachment

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :

v. :

CRIMINAL NO.

GREGORY F. LEPORE :

ACKNOWLEDGMENT OF RIGHTS

I hereby acknowledge that I have certain rights that I will be giving up by pleading guilty.

1. I understand that I do not have to plead guilty.
2. I may plead not guilty and insist upon a trial.
3. At that trial, I understand
 - a. that I would have the right to be tried by a jury that would be selected from the Eastern District of Pennsylvania and that along with my attorney, I would have the right to participate in the selection of that jury;
 - b. that the jury could only convict me if all twelve jurors agreed that they were convinced of my guilt beyond a reasonable doubt;
 - c. that the government would have the burden of proving my guilt beyond a reasonable doubt and that I would not have to prove anything;
 - d. that I would be presumed innocent unless and until such time as the jury was convinced beyond a reasonable doubt that the government had proven that I was guilty;
 - e. that I would have the right to be represented by a lawyer at this trial and at any appeal following the trial, and that if I could not afford to hire a lawyer, the court would appoint one for me free of charge;
 - f. that through my lawyer I would have the right to confront and cross examine the witnesses against me;
 - g. that I could testify in my own defense if I wanted to and I could subpoena witnesses to testify in my defense if I wanted to;

h. that I would not have to testify or otherwise present any defense if I did not want to and that if I did not present any evidence, the jury could not hold that against me.

4. I understand that if I plead guilty, there will be no trial and I would be giving up all of the rights listed above.

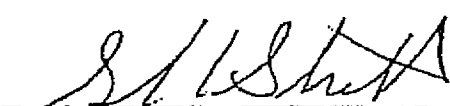
5. I understand that if I decide to enter a plea of guilty, the judge will ask me questions under oath and that if I lie in answering those questions, I could be prosecuted for the crime of perjury, that is, for lying under oath.

6. I understand that if I plead guilty, I have waived my right to appeal, except as set forth in appellate waiver provisions of my plea agreement.

7. Understanding that I have all these rights and that by pleading guilty I am giving them up, I still wish to plead guilty.



GREGORY F. LEBORE
Defendant

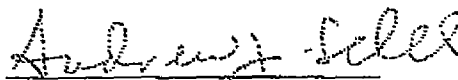


SAMUEL C. STRETTON, ESQ.
Counsel for the Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the GOVERNMENT'S GUILTY PLEA MEMORANDUM, and the exhibits thereto, have been served by facsimile on the following defense counsel:

Samuel C. Stretton
301 South High Street
P.O. Box 3231
West Chester, PA 19381
Fax: 610-696-2919



ANDREW J. SCHELL
Assistant United States Attorney

Dated: June 11, 2010

ACKNOWLEDGEMENT BY INDIVIDUAL

COMMONWEALTH OF PENNSYLVANIA:

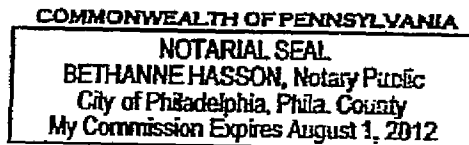
COUNTY OF MONTGOMERY

SS

On this, the 10th day of March, 2010, before me, a Notary Public, the undersigned, appeared GREGORY LEPORE, satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Bethanne Hasson
Notary Public



**GENERAL DURABLE POWER IN FAVOR OF GREGORY LEPORE
FROM GREGORY LEPORE**

KNOW ALL MEN BY THESE PRESENTS, that I, GREGORY LEPORE, of Chester County, Pennsylvania, do hereby nominate, constitute, and appoint, BARBARA ASSELIN, as my true and lawful attorney-in-fact, for me and in my name, place and stead, and for my use and benefit:

To ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to me and have, use, and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree to the same and give acquittances or other sufficient discharges, for the same;

For me and in my name, to make, seal, and deliver, bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the possession of all lands, and all deeds and other assurances, in the law therefore, and to lease, let, demise, bargain, sell remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions under such covenants as she shall think fit;

Also to bargain and agree to, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, chooses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatsoever nature and kind;

And also for me and in my name, and as my act and deed to sign, seal, execute,


deliver, and acknowledge such deeds, leases, mortgages, hypothecations, bills of lading, bills, bonds, notes, receipts, evidence of debt, releases and satisfaction of mortgage, judgements, and other debts, and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises;

GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform every act necessary, requisite, or proper to be done in and about the premises as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof

This power shall authorize medical decisionmaking on my behalf shall I be unable to make said decisions due to unconsciousness or disability.

This power shall not be affected in any manner by any subsequent disability on my part.

IN WITNESS WHEREOF, I have hereunto signed my name and seal this
day of _____, 2010.



GREGORY LEPORE 2/10/2010 (SEAL)

The purpose of this power of attorney is to give the person you designate (your "agent") broad powers to handle your property, which may include powers to sell or otherwise dispose of any real or personal property without advance notice to you or approval by you.

This power of attorney does not impose a duty on your agent to exercise granted powers, but when powers are exercised, your agent must use due care to act for your benefit and in accordance with this power of attorney.

Your agent may exercise the powers given here throughout your lifetime, even after you become incapacitated, unless you expressly limit the duration of these powers or you revoke these powers or a court acting on your behalf terminates your agents authority.

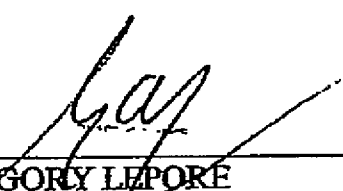
Your agent must keep your funds separate from your agent's funds.

A court can take away the powers of your agent if it finds your agent is not acting properly.

The powers and duties of an agent under a power of attorney are explained more full in 20 Pa.C.S. Ch 56.

If there is anything about this form that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I have read or had explained to me this notice and I understand it contents.



GREGORY LIPORE

3/2/10

DATE

I, BARBARA ASSELIN, have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent.

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Barbara Asselin

BARBARA ASSELIN

3-2-2010

DATE