

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1734 Disciplinary Docket No. 3
Petitioner :
v. : No. 167 DB 2009
MATTHEW J. ESHELMAN, : Attorney Registration No. 72655
Respondent : (Cumberland County)

ORDER

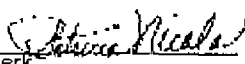
PER CURIAM:

AND NOW, this 17th day of August, 2011, upon consideration of the Report and Recommendations of the Disciplinary Board dated April 15, 2011, it is hereby

ORDERED that Matthew J. Eshelman is suspended from the Bar of this Commonwealth for a period of three years and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

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

A True Copy Patricia Nicola
As Of 8/17/2011

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL	:	No. 167 DB 2009
Petitioner	:	
	:	
v.	:	Attorney Registration No. 72655
	:	
MATTHEW J. ESHELMAN	:	
Respondent	:	(Cumberland County)

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

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

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

I. HISTORY OF PROCEEDINGS

On October 21, 2009, Office of Disciplinary Counsel filed a Petition for Discipline against Matthew J. Eshelman. The Petition contained seventeen separate charges against Respondent, generally involving allegations that he failed to proceed with reasonable diligence and promptness; failed to keep clients reasonably informed; failed to promptly comply with client requests for information; and failed to provide competent representation to his clients. Respondent filed an Answer to the Petition on November 19, 2009.

A hearing was held on March 30, 2010, before a District III Hearing Committee comprised of Chair Larry B. Selkowitz, Esquire, and Members Jeffrey B. Rettig, Esquire, and Lori R. Hackenberg, Esquire. Respondent appeared pro se.

The Hearing Committee filed a Report on August 4, 2010, concluding that Respondent committed ethical misconduct, and recommending that he be suspended for a period of five years.

This matter was adjudicated by the Disciplinary Board at the meeting on October 11, 2010.

II. FINDINGS OF FACT

The Board makes the following findings of fact:

1. Petitioner, whose principal office is located at Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, PA 17106 , is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement (hereafter "Pa.R.D.E."), with the power and the duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of the aforesaid Rules.

2. Respondent, Matthew J. Eshelman, was born in 1968 and admitted to practice law in the Commonwealth of Pennsylvania on November 17, 1994. His Public Access Use address is Suite 201, 8 S. Hanover Street, Carlisle, PA 17013, but he prefers to be sent mail at P.O. Box 1080, Camp Hill, PA 17001-1080.

CHARGE I (AMBER R. DAVIS)

3. In September 2006, while Respondent was working at the law firm of Gates, Halbruner & Hatch (GHH), Amber R. Davis had an initial free consultation with him to determine whether she should file for bankruptcy. After Respondent explained her various options under the bankruptcy code Ms. Davis told him she wanted to file a Chapter 7 bankruptcy as quickly as possible but no later than 9/20/06. She gave Respondent her home and cell phone numbers.

4. Respondent gave Ms. Davis a five page written fee agreement, and a seven page document entitled "Chapter 7 Bankruptcy Contract." Ms. Davis agreed to pay \$1,200 to cover the legal and filing fees for an uncontested Chapter 7 bankruptcy.

5. In late 2006, Ms. Davis met with Respondent and reviewed the questionnaire that she had completed. Respondent advised her that he did not need any additional information and that her bankruptcy could be filed as soon as she finished making payments on the \$1,200 that she owed GHH.

6. Ms. Davis completed mandatory credit counseling on March 24, 2007.

7. Respondent left the GHH law firm on March 30, 2007, but did not communicate that fact to Ms. Davis.

8. Ms. Davis paid GHH in full by April 7, 2007.

9. When Ms. Davis attempted to contact Respondent at GHH in April or early May 2007 to inquire about the status of her bankruptcy, she was told that he had left the law firm and was given his new telephone number. She called the number and left a message for Respondent.

10. After a few days Respondent returned Ms. Davis' telephone call and told her that he had not had an opportunity to send letters to his clients advising

them that he was no longer working at GHH. He told her that he would send a letter to her discharging GHH and retaining him so that he could obtain her file and complete her bankruptcy matter. Ms. Davis signed that letter on May 9, 2007, and returned it to Respondent, along with his fee agreement.

11. Ms. Davis sent Respondent some updated information from a creditor on or about June 26, 2007, and spoke to him at some point in June 2007.

12. During the second week of July 2007, Ms. Davis telephoned Respondent seeking a status report and was told by him that he was preparing letters to send to her creditors. He said he would file a petition in the Bankruptcy Court, and that she would receive a date for a hearing within two weeks.

13. During the second week of August 2007, Ms. Davis left a message on Respondent's voicemail stating that she had neither received his letter nor any information regarding the date of her bankruptcy hearing. Respondent failed to return her telephone call so Ms. Davis called a week later and again left a message for him. Respondent did not return her call.

14. Ms. Davis also called Respondent's Carlisle, PA office and left yet another message.

15. Since the Respondent failed to return any of her calls, Ms. Davis filed a disciplinary complaint on September 20, 2007.

16. On or about September 20, 2007, Disciplinary Counsel, Justin Murphy, spoke to Respondent on the phone and was told that Respondent had been inundated with work since leaving GHH, and was trying to "remedy the situation." He claimed that his attempt to return Ms. Davis' telephone call was unsuccessful because

of a problem with Ms. Davis' phone. Respondent promised that he would contact Ms. Davis immediately and would promptly handle her bankruptcy matter.

17. Ms. Davis' residential and cell phones had been in proper working order during the entire period of Respondent's representation.

18. Respondent telephoned Ms. Davis on September 27, 2007. She told him that since it was impossible to satisfy her initial request that the bankruptcy be completed before September 20, 2007 she wanted it completed before December 1, 2007, her wedding date.

19. Respondent told Ms. Davis that some of the information that she had previously provided needed to be updated and that he would send a letter detailing what information he needed in order to file her bankruptcy petition. Respondent never sent Ms. Davis the promised letter.

20. Ms. Davis left messages on Respondent's voicemail on October 8 and 16, 2007, stating that she had not received the letter, and thus did not know what information needed to be updated so that Respondent could proceed with the bankruptcy. Respondent failed to communicate with her by any means.

21. On or about October 16, 2007, Ms. Davis told Disciplinary Counsel Justin Murphy that Respondent had stopped communicating with her. Disciplinary Counsel Murphy telephoned Respondent on or about October 16, 2007, and requested that Respondent return his telephone call, but Respondent failed to do so.

22. By letter dated October 25, 2007, Disciplinary Counsel Murphy informed Respondent that his failure to communicate with Mr. Murphy and Ms. Davis left him no choice but to send Respondent a DB-7 letter requesting his position in the matter.

23. By letter dated October 26, 2007, Ms. Davis terminated Respondent's representation, requested that he return her file, and refund any unearned fees or unused filing fees no later than Friday, November 2, 2007.

24. On or about November 2, 2007, Respondent telephoned Ms. Davis and left her a message advising that he had received her termination letter and wished to discuss this matter with her.

25. On November 6, 2007, Respondent told Ms. Davis over the telephone that he wanted to continue to represent her, and that he would only be able to return \$600 of the \$1,200 that she had paid him.

26. Respondent failed to give Ms. Davis an accounting or explain why he could only refund \$600 of the \$1,200 she had paid.

27. At the time that Ms. Davis terminated Respondent's representation, he had met with her only twice; once for an initial free consultation and once to review the questionnaire that she had completed. He had done no other legal work in connection with the bankruptcy.

28. Since Ms. Davis did not have the money to pay another attorney for the bankruptcy, she agreed to give Respondent one more opportunity to represent her.

29. During Respondent's conversations with Ms. Davis on November 6, 2007, Respondent claimed to have sent her two letters dated October 15, 2007, via first class mail, but Ms. Davis did not receive either letter until Respondent sent them via facsimile on November 6, 2007.

30. In one letter dated October 15, 2007, Respondent provided an update on the status of her case, and outlined the schedule for completing the

bankruptcy – he anticipated filing on November 1, 2007, with a meeting of creditors by December 15, 2007.

31. On November 6, 2007, Ms. Davis received another letter that Respondent had sent via facsimile, also dated October 15, 2007, wherein Respondent explained that within 24 hours of receiving Ms. Davis' updated credit counseling certificate he would be able to file the petition for bankruptcy. He anticipated filing the petition November 10, 2007. He stated further that a creditors' meeting would be held by the end of the year.

32. On November 7, 2007, Ms. Davis completed online credit counseling for the second time. On November 8, 2007 she telephoned Respondent and provided him with her certification control number, verifying that she had completed the credit counseling program. At that time, Ms. Davis asked Respondent whether she needed to get another copy of her credit report prior to filing her bankruptcy. Respondent stated that he was waiting to receive her new credit report, and as soon as he received it, he would file her petition for bankruptcy.

33. On November 13, 2007, Respondent telephoned Ms. Davis and advised her that he had everything that he needed to file her bankruptcy.

34. On November 15, 2007, Ms. Davis received copies of the two letters via first class mail that she had originally received via facsimile on November 6, 2007, and which were dated October 15, 2007.

35. On November 16, 2007, Disciplinary Counsel Patti S. Bednarik, Mr. Murphy's replacement spoke to Respondent and advised him that she had checked PACER and it appeared that Respondent had not yet filed a bankruptcy case for Ms. Davis. Respondent explained that he had been sick.

36. By letter dated November 28, 2007, Respondent sent Ms. Davis a copy of the petition for bankruptcy that he filed on her behalf and apologized for failing to file it earlier in the month, but explained that he had been hospitalized with pneumonia.

37. Ms. Davis finally received her discharge in bankruptcy on March 18, 2008.

CHARGE II (KAREN & JAMES F. DAY)

38. On April 3, 2007, James and Karen Day met with Respondent to discuss their desire to obtain a divorce. Since child custody and child support were not involved and the parties had already agreed to the equitable distribution of their marital assets, Respondent advised them that they could obtain a 90-day no-fault divorce.

39. On April 12, 2007, Mr. Day paid Respondent \$250 and Ms. Day paid him \$200 to represent them in their divorce.

40. On or about April 20, 2007, Respondent prepared the divorce complaint, verifications, fee letters and affidavits of consent.

41. On or about April 24, 2007, Mr. Day called Respondent and had a seven minute conversation with him regarding the status of the divorce case.

42. On or about May 11, 2007, Mr. Day paid Respondent an additional \$150 to handle the divorce.

43. By letter dated May 14, 2007, Respondent advised Mr. and Ms. Day of the potential conflicts of interests that could occur by his joint representation of them and estimated that the divorce would cost approximately \$1,160. He stated that the parties would split the fees equally (\$580 each) and that the divorce would be completed in 90 days.

44. By letter dated May 22, 2007, Respondent advised the Days that he had determined that Mr. Day would be the plaintiff based on a coin toss. Respondent enclosed a copy of the fee letter, the divorce complaint, an extra verification page, a proposed stipulation regarding marital property and April's billing statement. He informed the Days that he had already prepared an acceptance of service, proposed waivers and affidavits of consent. He said he would send those documents to both of them when they were "ripe" for signature.

45. On May 25, 2007, Mr. Day telephoned Respondent twice and telephoned again on May 30, 2007, to inquire about the status of the case. Respondent failed to respond to his telephone calls.

46. On May 31, 2007, Mr. Day paid Respondent an additional \$180, for a total of \$580, which represented his share of Respondent's bill for handling the divorce.

47. On May 31, 2007, the Days signed a stipulation regarding property settlement, prepared by Respondent which memorialized the settlement agreement that the Days had reached prior to retaining him. The stipulation called for Karen Day to receive a portion of Mr. Day's Thrift Savings Plan ("TSP") by a qualified domestic relations order.

48. On May 31, 2007, Respondent also asked the Days to sign an acceptance of service, affidavits of consent and waiver of notice but told them not to date these documents. The Days complied with Respondent's request.

49. Mr. Day telephoned Respondent's office to ask about the status of the case and left messages on his voicemail to call him on the following dates: June 6,

2007, July 23, 2007 (twice), July 24, 2007, August 10, 17, 23 (three times), and 29 (five times). Respondent failed to return these telephone calls.

50. From June through August 2007, Ms. Day also telephoned Respondent repeatedly to inquire about the status of her case. On one occasion, Respondent advised her that her divorce would be finalized approximately 90 days from the date of filing.

51. Finally, on August 28, 2007 in an unscheduled office visit Respondent admitted to Ms. Day that he had not filed all the paperwork necessary for her and her husband to obtain a divorce and advised her that he needed to amend some of the documents. Ms. Day waited in Respondent's office while he prepared the documents that he said were needed to finalize the divorce and explained that once the Days signed the documents, he would file them. Respondent stated that approximately three weeks after filing the documents he would be able to file a praecipe to enter a divorce decree.

52. On August 29, 2007, after five previous calls, Respondent finally answered the telephone and advised Mr. Day that he needed to sign some new documents. He told Mr. Day that he named Ms. Day as the plaintiff in the amended divorce complaint.

53. Respondent further explained to Mr. Day that he was going to change the date of the Days' separation from April 2007 to May 31, 2005, so that a judge would think that they had been separated much longer than they had been, and would act more quickly to resolve the divorce.

54. At Respondent's request, Mr. Day met with him at McDonald's in Lewistown on August 29, 2007, at which time Respondent gave Mr. Day a time-stamped copy of the divorce complaint that Respondent had filed in Mifflin County.

55. The divorce complaint named Ms. Day as the plaintiff, and falsely averred that the Days had been separated since May 2005. Respondent knew that they had not separated until April 2007.

56. In the divorce complaint that Respondent filed he also falsely averred that no settlement had been reached as of the date of the filing Respondent knew that both parties had signed a property settlement agreement on May 31, 2007, three months before the complaint was filed.

57. On September 18 and 19, 2007, Mr. Day telephoned Respondent's office to ask about the status of the case and left voicemail messages which Respondent did not return.

58. From approximately September 18, 2007 through October 2007, Ms. Day also telephoned Respondent's office repeatedly, but he failed to return her telephone calls.

59. From the beginning of October 2007 through mid-December 2007, Mr. Day telephoned Respondent's office approximately every two weeks to ask about the status of the case. Each time he left voicemail messages. Respondent did not return any of these calls.

60. On or about December 19, 2007, Mr. Day visited the Prothonotary's Office and discovered the divorce complaint was the only document that had been filed in the divorce matter.

61. On December 20, 2007, Mr. Day left a voicemail message advising Respondent that he was terminating Respondent's legal representation and requesting that the contents of his file be returned to him. He asked that Respondent refund the balance of his retainer. Respondent failed to return this telephone call.

62. By certified letter dated December 24, 2007, Mr. Day again advised Respondent that he was terminating Respondent's legal representation, and requested that his file be returned to him and that Respondent refund the balance of his retainer. Respondent failed to respond to Mr. Day's letter, failed to provide an accounting or a refund of fees, and failed to return Mr. Day's file.

63. Subsequently, Mr. Day hired other counsel, paid additional legal fees and costs, and finally obtained a divorce.

**CHARGE III (THOMAS HAMILTON ON BEHALF OF
AMERICAN LAWYERS COMPANY)**

64. In July 2006 Commercial Collection Corporation of New York (CCC) referred the *Norandex Distribution v. Repasky Construction* collection matter to GHH to initiate litigation. The case was assigned to Respondent and he requested that CCC advance the costs and filing fees to initiate a lawsuit. CCC forwarded a \$250.00 check to GHH in August 2006.

65. In August 2006, CCC referred a second collection matter, *Norandex Distribution v. Helwig*, to GHH, which was assigned to Respondent.

66. By letter dated October 27, 2006, Respondent advised CCC that a judgment had been entered in the *Norandex Distribution v. Repasky Construction*

matter in the amount of \$1,748.81. Thereafter, no action was taken on the file because not enough was known about the debtor's assets.

67. In November 2006, CCC placed the *Schneider National Carriers v. Don and Dawn Kerns* collection account with GHH. This matter was assigned to Respondent who asked CCC to advance the costs for the initiation of litigation.

68. As requested, on March 29, 2007, CCC sent a check to GHH in the amount of \$250.

69. On March 30, 2007, Respondent obtained a default judgment in the *Norandex v. Helwig* case in the amount of \$7,904.45 but failed to advise CCC that he had obtained judgment in this matter.

70. Respondent's last day at GHH was March 30, 2007. Thereafter he had no further involvement with *Norandex v. Helwig*, *Norandex v. Repasky*, and *Schneider National Carriers v. Don and Dawn Kerns*.

71. Periodically, CCC requested information about the status of these collection matters, but Respondent failed to respond. He did not advise CCC that he had ceased involvement with the cases once he left GHH on March 30, 2007.

72. In May 2007, someone from GHH mistakenly told CCC that Respondent had taken the three above-referenced collection matters with him when he left the firm.

73. From July 2007 through August 8, 2007, numerous messages were left on Respondent's answering machine, asking him about the status of these collection matters. Respondent never answered these inquiries.

74. Further email requests for status of the collection matters in July and August 2007 went unanswered.

75. Respondent did not answer an August 17, 2007 letter requesting information about the collection cases.

76. Respondent failed to communicate with CCC about the three collection matters and failed to advise them that the three cases remained with GHH.

Old Dominion v. Sacks Medical

77. In July 2006, the law firm of Baker, Govern & Baker (BGB), a collection agency, referred the collection matter *Old Dominion v. Sacks Medical* to GHH.

78. On or about July 28, 2006, Respondent sent Sacks Medical a demand letter, which was not answered. Respondent recommended that he initiate litigation in this matter.

79. On or about November 22, 2006, BGB sent Respondent a check in the amount of \$200 to initiate litigation.

80. On or about March 6, 2007, Respondent wrote to BGB and advised it that he had filed suit requesting a judgment in the amount of \$3,635.05 but that Sacks Medical was contesting the amount.

81. As previously stated on March 30, 2007, Respondent left the law firm of GHH.

82. On or about May 4, 2007, Respondent advised BGB that Sacks Medical had offered to settle the matter for \$1,200 and requested that he be permitted to notify Old Dominion of the settlement offer via email so he could receive an immediate response. Respondent was told that he could email Old Dominion directly, but to keep BGB posted.

83. By facsimile letter dated May 7, 2007, to Gayle R. Krout, attorney for Sacks Medical, Respondent confirmed that the case was settled in the amount of

\$1,068.00. He requested that she sign the proposed settlement agreement and fax it back to him, which she did.

84. By facsimile dated May 7, 2007, Respondent requested that BGB sign a release directing and authorizing GHH to turn over the file and balance of the deposit for costs to him. BGB signed the release, which directed GHH to remit any remaining unapplied escrow funds to Respondent, with an accounting.

85. Respondent received settlement funds in the amount of \$1,064.68 in late May 2007, but failed to timely remit it to his client, BGB.

86. By email dated June 20, 2007, BGB inquired about the settlement since it had not received payment. Respondent did not respond.

87. On or about June 29, 2007, Mattie Henley of BGB, telephoned Respondent's office and asked for an update on the Old Dominion matter. Respondent advised her that he had received settlement funds from the debtor in the amount of \$1,064.68, but was waiting for the check to clear.

88. Ms. Henley questioned whether Respondent had obtained authority to settle the case for less than \$1200. Respondent told her that Mike Wood from Old Dominion had authorized him to settle the case for \$1,064.68. He stated he would send them the money along shortly with verification that Mike Wood from Old Dominion had authorized the settlement in the amount of \$1,064.68. Respondent did not do as he promised until he was contacted by the Office of Disciplinary Counsel in November 2007.

89. On September 10, September 24, and October 10, 2007, BGB requested that Respondent contact them regarding this matter. Respondent did not respond.

90. On or about November 17, 2007, Disciplinary Counsel Patti S. Bednarik telephoned Respondent and advised him that the Office had recently received a complaint against him regarding the collection cases he had handled. Respondent confirmed that he had received a default judgment on one of the Norandex cases, but stated that he was not responsible for the other cases. Respondent confirmed that he had received settlement proceeds in the Old Dominion matter but had not remitted the funds because he was not sure to whom he should send them.

91. Upon receipt of a DB-7 Letter, Respondent sent Mattie Henley of BGB two checks payable to it - one drawn on his IOLTA account in the amount of \$798.51, representing the client's share of the settlement, and a second drawn on Respondent's personal account in the amount of \$105, representing a refund of the unexpended costs of \$200 that had been advanced to GHH. Respondent also finally provided proof that he was, in fact, authorized to settle for \$1,064.68.

CHARGE IV (CATHY J. DAUBERT)

92. In approximately August 2006, Cathy J. Daubert telephoned Respondent to consult with him about representing her in a no fault, uncontested divorce from her husband. At the time, Respondent was still working for the law firm of Gates, Halbruner & Hatch.

93. By letter dated September 13, 2006, Respondent acknowledged Ms. Daubert's initial phone consultation and advised her that he required an initial retainer of \$450. Ms. Daubert paid the retainer and it was deposited into GHH's IOLTA account.

94. On or about September 21, 2006, Respondent consulted with Ms. Daubert and she paid him \$450 cash, which he acknowledged with a written receipt. Since there were no equitable distribution, child support, or alimony issues Respondent advised Ms. Daubert that it would be a relatively simple matter. Respondent sent her some documents and she signed and returned them to him shortly thereafter.

95. On October 23, 2006, Respondent filed a complaint in divorce in the Cameron County Court of Common Pleas.

96. By letter dated October 27, 2006, Respondent served Joseph V. Daubert with a copy of the complaint and advised Mr. Daubert that after a 90 day waiting period, Respondent would send him an affidavit of consent to sign.

97. In approximately March 2007, Respondent sent affidavits of consent to both Ms. Daubert and Joseph Daubert. Mr. Daubert signed his affidavit of consent, and Respondent filed it on March 12, 2007.

98. When Ms. Daubert received her affidavit, she telephoned Respondent and expressed concern about signing the form as she did not want the divorce to be finalized until her husband had refinanced his home and removed her name from the mortgage. Respondent advised her to wait until Mr. Daubert had obtained refinancing for the homes before signing the affidavit.

99. While Ms. Daubert was waiting for her husband to refinance the house, she moved to a new residence and lost the affidavit she had previously been given.

100. In approximately July or August 2007, Ms. Daubert knew that Mr. Daubert was close to closing on the refinancing and she began to repeatedly call

Respondent so that the divorce could be finalized. Respondent failed to return her calls.

101. On or about August 22, 2007, Respondent finally returned Ms. Daubert's telephone calls, apologized, and advised her of some of the issues that he had been having since leaving his former firm. Ms. Daubert advised Respondent that her husband had been able to remove her name from the mortgage, that she wanted to finalize the divorce but that she had lost the affidavit of consent form.

102. Respondent told Ms. Daubert that he would email another copy of the affidavit to her and also scheduled a meeting with her for August 28, 2007. Respondent failed to provide another affidavit of consent to Ms. Daubert.

103. On or about August 28, 2007, Respondent met with Ms. Daubert and advised her that he needed an additional \$100 to finalize the divorce, which she paid him by check. Ms. Daubert asked if he had brought another affidavit for her to sign. Respondent did not have one with him and told her that it did not matter if she signed the form that day. He told her that she would receive her final divorce papers within one month.

104. Respondent never sent Ms. Daubert the promised affidavit and took no further action to obtain her divorce.

105. Ms. Daubert telephoned Respondent three times in September 2007 and twice in October 2007 to inquire about the status of her divorce. Respondent never returned her calls.

106. In 2008, Ms. Daubert learned from her bank that Respondent never negotiated her check for \$100.

107. By letter dated June 11, 2008, Ms. Daubert requested that Respondent refund the \$450 in cash which she had paid him on September 21, 2006. Respondent did not respond.

CHARGE V (NANCY M. PORTER)

108. In approximately May or June 2007, Nancy Porter retained Respondent to represent her in a no fault, uncontested divorce from her husband Bryan Porter. By letter dated June 13, 2007, Respondent sent Ms. Porter a packet of materials that included a fee letter, a divorce complaint, two verification pages and a self-addressed stamped envelope for Ms. Porter to return the executed documents along with any changes or modifications that she desired to make on the complaint.

109. In Respondent's fee letter he acknowledged receipt of a \$360 retainer that had been paid by Cathy Jo Shaffer, Ms. Porter's mother. Respondent explained that the \$360 was a fixed fee to prepare, file, and serve the divorce complaint and estimated additional charges of \$80 for filing fees and \$180 to circulate and file the affidavits necessary to finalize a no-fault uncontested divorce. The divorce was to be filed in Cameron County, Pennsylvania.

110. On or about June 20, 2007, Ms. Porter returned the two signed verifications, the amended divorce complaint, and a signed fee letter to Respondent's office.

111. From July 2007 through November 2007, Respondent failed to communicate with Ms. Porter despite Ms. Porter's numerous phone calls and emails inquiring about the status of her case.

112. By certified letter to Respondent dated November 6, 2007, Ms. Porter complained about his failure to contact her in the four months since she had

returned the divorce complaint and other materials. She stated that if she did not receive a response within 15 days she would demand a refund of the \$360.00 she had paid him. She threatened to file a complaint with the Disciplinary Board if he did not refund her legal fees.

113. Ms. Porter finally received a response to her letter on November 28, 2007, at which time Respondent claimed that he had sent her an email dated November 20, 2007, and was waiting for her reply. While Ms. Porter had not received the email from Respondent she conceded that the spam filter on her email account may have prevented her from receiving it.

114. In the email Ms. Porter received on November 28, 2007, Respondent admitted that her case had "slipped through the cracks" and apologized for not responding to her in a timely manner. He told her that illness prevented him from writing to her sooner and offered to advance the costs of filing in order to move her case along if she still wanted him to represent her. Respondent asked Ms. Porter to contact him and advise him what she would like him to do.

115. By email dated December 1, 2007, Ms. Porter advised Respondent that she would prefer that he send her a refund as soon as possible and explained that for a variety of reasons she needed the money.

116. By email dated December 3, 2007, Respondent agreed to refund the money by the end of that week.

117. When she did not receive a refund by December 10th Ms. Porter repeatedly left voicemail messages for Respondent asking for her money. Respondent failed to refund her money. Respondent failed to answer these calls.

118. Finally, on December 24, 2007, Respondent spoke to Ms. Porter on the telephone and told her that he had mailed the refund to the wrong address. He promised to mail the refund on Wednesday, December 26, 2007, or deliver it to Ms. Porter at her work. Ms. Porter received a refund of \$180 on or about December 30, 2007.

CHARGE VI (GARY L. MORGAN)

119. In or about August 2006, while Respondent was still working for Gates, Halbruner & Hatch, Gary L. Morgan and his wife Carrie consulted with him on a bankruptcy matter. Respondent gave them a fee letter and explained the bankruptcy process.

120. Carrie Morgan sent Respondent a check dated February 21, 2007, made payable to Gates, Halbruner & Hatch in the amount of \$750.

121. At approximately the same time, pursuant to Respondent's request, Mr. Morgan and his wife returned completed bankruptcy forms and documentation including *inter-alia* appraisals and paystubs.

122. In approximately April 2007, Respondent advised Mr. Morgan that he was leaving his prior law firm. The Morgans agreed to Respondent's continued representation of them.

123. At Respondent's request, Mr. Morgan sent him a money order dated August 8, 2007, in the amount of \$750, made payable to him. Respondent returned Mr. Morgan's check made payable to the GHH law firm. Respondent negotiated the money order on August 17, 2007.

124. Carrie Morgan left Respondent numerous voicemail messages on his cell phone and his office answering machine to inquire about the status of her bankruptcy.

125. Respondent failed to return most of Ms. Morgan's telephone calls. On the few occasions when Respondent spoke to Ms. Morgan he simply gave her excuses for not having had an opportunity to work on her bankruptcy.

126. On or about December 17, 2007, Carrie Morgan spoke to Respondent on the telephone and fired him. She requested a refund of \$750 and the return of all the documents that she and her husband had sent him.

127. At that time, Respondent claimed that he had reviewed the questionnaire, and that all Ms. Morgan would have to do would be to meet with him and sign a bankruptcy petition. Ms. Morgan told Respondent that she wanted a refund and a return of her file.

128. Respondent advised Ms. Morgan that he would have to charge her for the work that he had performed. Ms. Morgan told Respondent to keep the work that he had done, but to send her a refund and her documents so she could retain another attorney.

129. Respondent failed to send Ms. Morgan a refund or her documents.

130. By email dated January 3, 2008, Ms. Morgan referenced the December 17, 2007 telephone call wherein she had fired Respondent and advised him that she and her husband had not received a refund or their file. Ms. Morgan advised Respondent that if they did not receive a refund and their file within one week, she would file a complaint with the Disciplinary Board.

131. Respondent did not take any action in the Morgans' bankruptcy after August 2007.

132. After receiving a DB-7 Letter Respondent refunded \$750 to the Morgans and returned their original materials to them. Respondent explained that he had overestimated his ability to handle his caseload without support staff or clerical help.

CHARGE VII. (HEINTZELMAN-DRESSLER)

133. Katherine L. Heintzelman, Esquire, filed this complaint on behalf of Michael Dressler, who was charged with raping his niece, Jamie Dressler, and other related charges.

134. On September 5, 2006, Michael Dressler pleaded guilty to incest, indecent assault on a person substantially impaired, and furnishing liquor to a minor. He was sentenced to 48 to 96 months in a state correctional facility.

135. Michael Dressler appointed C. Douglas Shellenberger power of attorney to act on his behalf during his imprisonment.

136. In early 2007, Michael Dressler, through C. Douglas Shellenberger, retained GHH to represent him in three matters: 1) to defend him in a civil lawsuit filed by Jamie Dressler for assault, battery and negligence, docketed at 467 Civ. 2006 in Juniata County, which arose out of the same incident as the criminal charges; 2) to protect Mr. Dressler's interest in the dissolution of Dressler Brothers Homes, a business that Michael Dressler owned with his two brothers; and, 3) to prepare court documents for the guardianship of Nathaniel and Christian Dressler, Michael Dressler's sons and to handle any legal matters that arose relative to his sons' care and welfare. Respondent was assigned to handle these matters.

137. By email dated February 6, 2007, Respondent asked for Mr. Dressler's contact information.

138. By fax dated February 21, 2007, Ralph Germak, Esquire, Mr. Dressler's former attorney sent Respondent a copy of the civil complaint in the Jamie Dressler matter and Michael Dressler's insurance information and *inter-alia* informed Respondent that Michael Dressler had gotten an extension until March 3, 2007 to answer the civil complaint.

139. By email dated March 7, 2007, Respondent advised Jamie Dressler's attorney Scott Cooper, Esq., that he intended to represent Michael Dressler in the lawsuit filed by his niece, and asked for time to respond to the civil complaint. Respondent also stated that he intended to ascertain whether Mr. Dressler had insurance coverage for this matter. He requested to be copied in the event that Mr. Cooper sent a 10 day default notice. By email dated the same day, Mr. Cooper granted Respondent an additional 20 day extension.

140. By email dated March 8, 2007, Mr. Shellenberger asked Respondent to contact Mr. Dressler because he was afraid that the deadline for answering the civil complaint against Michael Dressler was approaching.

141. Respondent contacted Mr. Shellenberger early in the week of March 17, 2007 and assured him that everything was fine and that he would soon contact Michael Dressler in prison.

142. On March 24, 2007, Mr. Shellenberger sent an email to Respondent at his GHH email address requesting Respondent to send a letter to Mr. Dressler concerning the status of the Jamie Dressler lawsuit and the amount of time it would take to resolve it. He also requested Respondent to contact Attorney Germak

concerning the documents that Respondent had discussed with him. However, Mr. Shellenberger's email was blocked by Respondent's email.

143. On March 24, 2007, Mr. Shellenberger wrote to Mr. Germak and advised him that Respondent had promised to contact Michael Dressler, but had not done so; explained that his emails to Respondent were being blocked at GHH; and asked Mr. Germak how he could contact Respondent.

144. On March 30, 2007, Respondent left the employ of GHH but failed to advise Mr. Dressler or Mr. Shellenberger prior to his termination that he was leaving the firm. Resultingly, Mr. Shellenberger continued to try to reach Respondent at his email account at GHH.

145. By letter dated April 2, 2007, addressed to Respondent at GHH, Mr. Shellenberger stated that he was aware that Respondent had not even contacted Mr. Germak to get a copy of the civil complaint filed by Jamie Dressler against Michael Dressler, and expressed his concern that no action was being taken on Mr. Dressler's legal matters. He stated further that he had tried to email Respondent several times, but was unsuccessful and believed that Respondent was using an email blocker.

146. By letter dated April 2, 2007, addressed to Respondent at GHH, Mr. Shellenberger again wrote on behalf of Michael Dressler and his sons asking Respondent to respond to a creditor's letter. He expressed his concern for Michael Dressler's sons and noted that he had not received anything regarding their custody or health insurance. He explained that Michael Dressler wanted all the proceeds from the sale of the property released to him so that he could pay the debts of the business. He stated that Michael's brother John should be responsible for ½ of the unpaid balance of the loans and that he should be sued for his share of the debts if the money was not

released to Michael. He also told Respondent to place a lien on the property that Michael, William and John Dressler jointly owned in Juniata County. Further Mr. Shellenberger sent copies of the unrecorded loan documents that were processed in-house at Dressler Building Homes, and asked for advice on how to proceed.

147. On April 9, 2007, Mr. Shellenberger met with Respondent at a Stop 35 in Mifflintown, PA, and discussed Michael Dressler's legal matters. He retained Respondent to represent Michael Dressler on the three legal matters described above and signed a fee agreement providing for a \$1,500 retainer, and \$175 per hour plus costs.

148. By letter dated April 9, 2007, Respondent advised Scott B. Cooper he was no longer working at GHH, and requested that Mr. Cooper wait 14 days before taking any further action in the Jamie Dressler litigation so that Respondent could answer the claim. Respondent failed to answer the civil complaint in the Jamie Dressler matter within fourteen days and failed to request an extension from opposing counsel.

149. Mr. Shellenberger sent Respondent a \$1500 check dated April 14, 2007 pursuant to the fee agreement detailed above. Respondent acknowledged receipt of the retainer and Mr. Shellenberger's power of attorney for Michael Dressler by email on April 17, 2007. Respondent told Mr. Shellenberger that he would visit Michael Dressler in prison.

150. On or about April 19, 2007, Respondent met with Michael Dressler at SCI Fayette for approximately two hours and discussed his legal matters.

151. Thereafter, Mr. Shellenberger telephoned Respondent dozens of times, but Respondent failed to return his phone calls.

152. On May 4, 2007, Respondent told Scott Cooper that he would send him Michael Dressler's insurance documents so that Mr. Cooper could determine whether Michael had coverage for the Jamie Dressler matter. He never sent the documents.

153. By letter dated May 14, 2007, Respondent advised Mr. Dressler that he had discussed with Mr. Cooper the possibility of revising the complaint so that the incident would be covered by insurance; that Mr. Shellenberger had asked him to acquire information about the liquidation of the business; and that Respondent would keep him informed of the progress in these matters. Respondent enclosed an invoice which stated that he had performed 7.9 hours of work in April for a total of \$980.00 and incurred costs in the amount of \$215.20, that the retainer of \$1,500 had been depleted and that Respondent was owed \$533.12.

154. On May 16, 2007, Mr. Shellenberger sent Respondent an additional \$1,500 by check to pay Respondent's invoice and replenish his retainer.

155. By email dated May 21, 2007, Mr. Shellenberger informed Respondent that the settlement for the business was scheduled for the following Wednesday. He raised several issues about the settlement proceeds and money owed to Michael Dressler by the business and asked Respondent to call him as soon as possible.

156. By email dated May 24, 2007, Respondent advised Mr. Shellenberger and Michael Dressler that the settlement had been postponed at the buyer's request until June 8, 2007 and that the proceeds were to be split evenly between John and Michael Dressler after the partnership's counsel fees were paid. Attached to the email were: 1) a letter from Eden Bucher, counsel for the Dressler

partnership, concerning their legal fees; 2) an "Auction Settlement Summary" prepared by Bryan D. Imes, auctioneer; and 3) a HUD-1 settlement sheet.

157. Respondent attended the closing of the sale of Dressler Brother Homes on June 8, 2008 but a dispute arose concerning *inter-alia* the distribution of the proceeds from the sale. Accordingly, at Respondent's suggestion, the proceeds from the sale were made payable to Eden Bucher and Respondent to be held in trust for the sellers.

158. By email dated July 1, 2007, Mr. Shellenberger asked if Respondent would be able to expedite a court order from the judge concerning the boys' health insurance. Respondent did not respond.

159. By letter dated July 18, 2007, Scott Cooper, Esq., informed Respondent, Ralph Germak, Esq. and Peter Speaker, Esq., an attorney for Mutual Benefit Life Insurance Company, that he wanted to move the Jamie Dressler v. Michael Dressler litigation forward; he had not received any response regarding how this case was going to be handled; and he advised Respondent that if he did not hear from him within the next fifteen days he would be filing a 10 day notice to take a default judgment. Respondent did not respond.

160. By letter dated July 23, 2007, Mr. Shellenberger informed Respondent that he had not received the letter that Respondent had promised to send him concerning the boys' health insurance; advised Respondent that Michael and John Dressler had reached an agreement concerning the proceeds from the sale of their business, and that Respondent needed to talk with John Dressler on Monday or Tuesday to settle this matter. He told Respondent that if he was too busy to handle this

matter, Respondent should simply advise him of that fact or recommend someone else to replace him.

161. By email dated July 26, 2007, Mr. Germak sent Respondent a copy of Mr. Cooper's letter dated July 18, 2007, in which Mr. Cooper advised Respondent that if he did not answer the civil complaint in the Jamie Dressler case, Mr. Cooper would be filing a 10 day letter.

162. On July 26, 2007, at 11:05 a.m., Mr. Germak called Respondent to discuss Mr. Cooper's letter. Respondent failed to return his call.

163. On August 6, 2007, at 9:40 a.m., Mr. Germak called Respondent and left a message again requesting that Respondent call him to discuss Mr. Cooper's letter. Respondent failed to return his call.

164. By email dated August 8, 2007, at 4:21 p.m., Mr. Germak asked Respondent to contact him at Respondent's earliest convenience to discuss *inter-alia* his failure to answer the complaint in the Jamie Dressler matter. Respondent did not respond.

165. By email dated August 14, 2007, at 5:09 p.m., Mr. Germak informed Respondent that John Dressler had filed a civil action against Michael Dressler in Juniata County seeking an order directing Michael Dressler to immediately release one-half of the proceeds from the sale of the business to John Dressler. Mr. Germak also reiterated Mr. Cooper's threat to take default judgment in the Jamie Dressler matter and requested that Respondent respond to him immediately.

166. On or about August 22, 2007, Respondent finally called Mr. Germak and left a message, apologizing for not getting back to him sooner.

167. By fax cover letter dated August 27, 2007, Respondent sent a letter dated August 24, 2007, addressed to Charles Phillips, Esq., and Eden Bucher, Esq., authorizing them to release the money held in escrow, half to John Dressler and half to Michael Dressler because the brothers had resolved their dispute. Respondent sent a copy of this letter to Michael Dressler and C. Douglas Shellenberger.

168. On or about September 20, 2007, Mr. Germak left a message, requesting that Respondent call him. Respondent failed to return the call.

169. By email to Respondent and Mr. Germak dated September 20, 2007, Scott Cooper expressed his intention to seek a default judgment in the Jamie Dressler lawsuit.

170. By cover letter dated September 20, 2007, Mr. Germak faxed a copy of the email that he had received from Mr. Cooper, to make sure that Respondent was aware that Mr. Cooper was again threatening to file a 10 day notice to take default due to Respondent's failure to answer the civil complaint in the Jamie Dressler matter.

171. On September 21, 2007, Mr. Cooper wrote to Mr. Germak and stated that he would not file the ten day notice if he was assured in writing that an answer to the Jamie Dressler civil complaint would be filed by the end of the month. Mr. Cooper explained that his clients were worried that Michael Dressler was using this time to fraudulently convey assets.

172. Since Respondent failed to communicate with Michael Dressler or Mr. Shellenberger after June 8, 2007, failed to comply with their requests to get health insurance and guardianship papers filed for Mr. Dressler's sons, and failed to answer the Jamie Dressler civil complaint, Michael Dressler eventually sought new counsel at the law firm of Leisawitz, Heller, Abramowitch, Phillips, P.C.

173. After doing preliminary work on Michael Dressler's legal matters, Respondent essentially abandoned him without completing any of the legal work that he had been retained to do.

174. Eventually, Rolf Kroll, an attorney from Mutual Benefit, answered the civil complaint on behalf of Michael Dressler in the Jamie Dressler matter under a reservation of rights.

175. By letter dated December 14, 2007, John J. Speicher, of the law firm of Leisawitz, Heller, Abramowitch, Phillips, P.C., sent Respondent a letter at his former law firm to inform him that his services had been terminated. The letter was returned with a notation "no longer at address." After receiving Respondent's new address by contacting the Disciplinary Board, Katherine L. Heintzelman, of the law firm of Leisawitz, Heller, Abramowitch, Phillips, P.C., advised Respondent by letter dated January 23, 2008, that Michael Dressler had retained their law firm, that Respondent's services had been terminated, and that they were requesting a refund of unearned fees and an accounting on Michael Dressler's behalf. Respondent did not respond.

176. By letter dated March 14, 2008, sent via facsimile and by first class mail, Katherine L. Heintzelman demanded that Respondent remit a full refund of the \$3,000 fees that Michael Dressler had paid, and advised Respondent that if he did not respond to this letter within ten days, she would file a complaint with the Disciplinary Board. Respondent failed to respond to Ms. Heintzelman's letter, failed to provide an accounting and failed to provide a refund of unearned fees.

177. By email dated June 27, 2008 to Mr. Shellenberger, Respondent acknowledged receipt of a request from Leisawitz, Heller, Abramowitch, Phillips, P.C. to turn over Michael Dressler's legal file and the balance of the retainer and requested that

Mr. Shellenberger send a signed release and directive with respect to turning over Mr. Dressler's legal files to Leisawitz, Heller, Abramowitch, Phillips, P.C.

178. By email dated June 28, 2008, Mr. Shellenberger advised Respondent that he should not release any information to anyone except John J. Speicher, Esq. of Leisawitz, Heller, Abramowitch, Phillips, P.C., and explained that his failure to communicate with Mr. Dressler or Mr. Shellenberger and Respondent's failure to respond to Mr. Dressler's certified letter necessitated the need for new counsel.

179. Respondent failed to turn over any files, provide an accounting, or refund any unearned fees.

CHARGE VIII (KEITH THOMAS)

180. In late March or early April 2008, Keith E. Thomas asked Respondent to represent him in an equitable distribution matter in which his ex-wife, Wendy Haigood, had declared bankruptcy. Respondent scheduled a meeting with Mr. Thomas at his office located at 318 N. 2d Street, Harrisburg, PA.

181. On or about April 10, 2008, Respondent met Mr. Thomas. He wanted to prevent his ex-wife from selling marital assets or refinancing the marital assets until there had been a master's hearing to determine how the marital property should be distributed. The property which was of greatest concern to Mr. Thomas was located at 1621 North Second Street, Harrisburg, PA 17103.

182. Respondent asked Mr. Thomas for \$800 to pay for the cost of filing and arguing the motion.

183. Mr. Thomas gave his only copy of the divorce and bankruptcy documents that his ex-wife had filed to Respondent who promised to copy them and

return Mr. Thomas' copies to him. Respondent said he would speak to Ms. Haigood's bankruptcy attorney, Dorothy Mott.

184. Mr. Thomas paid Respondent \$400 to file the motion and advised Respondent that he would pay the balance of \$400 after the motion was filed. Respondent negotiated Mr. Thomas' check within a few days of receipt.

185. Even though Respondent had not previously represented Mr. Thomas, he failed to communicate the basis of his fees in writing within a reasonable time after beginning the representation.

186. Approximately two weeks after Respondent's initial meeting with Mr. Thomas, he began telephoning Respondent to find out if the motion had been filed and the status of his matter. Respondent did not promptly return his calls.

187. In or about April 2008, Respondent called the law office of Dorothy Mott and spoke to Mark Crum, Esquire, the attorney who was handling Wendy Haigood's bankruptcy. Mr. Crum acknowledged that Ms. Haigood had attempted to sell her property, but advised that the sale had fallen through. He also confirmed that the property was titled in Ms. Haigood's name only. Respondent requested that Mr. Crum notify him if Ms. Haigood was selling or refinancing the property and Mr. Crum agreed to do so.

188. In or about May 2008, Respondent returned Mr. Thomas' calls and told him that he had two options: 1) Respondent could file a motion so that no marital property could be sold until the parties were able to amicably resolve the equitable distribution issues or until a court made a determination; or 2) Respondent could file a motion to have the master hear the equitable distribution matter.

189. Mr. Thomas opted to have Respondent file a motion that would prohibit his ex-wife from selling or encumbering their marital property. Respondent said that it would take him approximately one week to file the motion and that he would get back in touch with Mr. Thomas within a week. Respondent failed to call within a week.

190. Over the next two months, Mr. Thomas called Respondent approximately ten times and left messages providing Respondent with Mr. Thomas' home and cell phone numbers and requesting that his calls be returned.

191. At the end of July 2008, Respondent left a message on Mr. Thomas' answering machine asking that Mr. Thomas leave a telephone number where he could be reached. Mr. Thomas had repeatedly left his phone numbers when he called Respondent and had written both his cell and home phone numbers on the files that he had given Respondent during their initial meeting.

192. At the end of July and beginning of August 2008, Mr. Thomas continued to call Respondent and left messages for him to return the calls, as well as his phone numbers. Respondent failed to return these calls.

193. During at least one of these phone messages, Mr. Thomas advised Respondent that he no longer wanted Respondent to represent him and wanted Respondent to refund his attorney fees and return a copy of Mr. Thomas' files so that he could find another attorney. Respondent failed to return Mr. Thomas' phone calls, failed to return his files, and failed to provide an accounting or refund his unearned fees.

194. On or about August 28, 2008, at the suggestion of Disciplinary Counsel Patti S. Bednarik, Mr. Thomas wrote Respondent a letter requesting that he return Mr. Thomas' file, refund unearned fees, and provide an accounting. Respondent never responded to Mr. Thomas' letter.

CHARGE IX. (KLINE-BORDNER)

195. On May 10, 2007, Melanie Border retained Respondent to handle her bankruptcy matter.

196. At their first meeting, Respondent advised Ms. Bordner that the cost of the bankruptcy was \$2,500, and that she could pay in installments or save \$100 by paying in full.

197. Ms. Bordner paid Respondent \$2,400 on May 10, 2007 as payment in full to represent her in her bankruptcy. Respondent negotiated this check on May 14, 2007.

198. Even though Respondent had never previously represented Ms. Bordner, he failed to communicate the basis or rate of his fees in writing within a reasonable time after beginning the representation.

199. On or about May 26, 2007, Respondent filed a Chapter 13 voluntary bankruptcy petition for Ms. Bordner without explaining the advantages and disadvantages of filing for bankruptcy under Chapter 7 and Chapter 13.

200. Because of Respondent's omissions Ms. Bordner was unable to make an informed decision regarding what type of bankruptcy relief would best suit her circumstances.

201. On or about May 29, 2007, Ms. Bordner received a notice of deficient filing, because documents were missing from her bankruptcy filing.

202. On or about June 6, 2007, Ms. Bordner informed Respondent that she had not received any of the materials that he had previously promised to send her.

203. By letter dated June 13, 2007, Respondent sent Ms. Bordner a cover letter, in which he sent a Chapter 13 bankruptcy contract, a statement pursuant to Section 527 of the Bankruptcy Code and a questionnaire.

204. By email dated June 14, 2007, Ms. Bordner advised Respondent that she had still not received any paperwork from him even though he had told her at their first meeting and again on June 3, 2007, that he would be sending her a packet of materials to explain the bankruptcy process as well as forms to complete. She explained that she was under extreme stress, because *inter-alia* Respondent had not counseled her sufficiently. She requested that Respondent provide her with specific guidelines because she did not know what information she was supposed to obtain in order to properly file her bankruptcy.

205. Shortly after sending her email of June 14, 2007, Ms. Bordner received the documents that Respondent sent to her on June 13, 2007.

206. On or about June 25, 2007, Ms. Bordner returned the Chapter 13 bankruptcy contract, and the statement pursuant to §527 of the Bankruptcy Code that Respondent had asked Ms. Bordner to sign and return to him.

207. By email to the Respondent dated July 11, 2007, Ms. Bordner explained that she had questions concerning the forms that he had sent her and she was upset that he had not responded to her father's phone calls or her email of July 2, 2007.

208. On or about July 15, 2007, Respondent met with Ms. Bordner at her home, entered some financial information into his laptop, and took some forms that Ms. Bordner had previously completed including her inventory sheets.

209. On or about July 16, 2007, Respondent filed Schedules A through J in Ms. Bordner's bankruptcy matter.

210. On or about July 16, 2007, Respondent filed a disclosure of compensation wherein he represented to the Bankruptcy Court that he was to be paid a total fee of \$3,000, had received \$2,400 from Ms. Bordner, and was due \$600. Respondent never notified Ms. Bordner that he was requesting an additional payment of \$600 through the Bankruptcy Court.

211. Respondent never provided the various Schedules to Ms. Bordner prior to filing them with the Court, and never provided her with copies of the Schedules after they were filed.

212. On July 23, 2007, the Trustee filed a motion to dismiss Ms. Bordner's bankruptcy as a result of Respondent's failure to file a Chapter 13 plan.

213. By email to Respondent dated July 30, 2007, Ms. Bordner expressed great concern and worry over receiving notices from the Bankruptcy Court stating that she had missed deadlines in her bankruptcy proceedings and there was a pending motion to dismiss. She also reminded Respondent that he had not kept his promise to provide her with the name of a real estate appraiser. She also questioned whether a spousal support modification hearing scheduled for August 14, 2007 would conflict with any proceeding in connection with the bankruptcy.

214. On or about August 1, 2007, in response to Ms. Bordner's email that she still had not heard from Respondent's appraiser, Respondent told her that he had an appraiser "lined up."

215. On or about August 1, 2007, GMAC Mortgage, LLC, filed a motion for relief from the automatic stay. On August 2, 2007, the Court entered an order

requiring Respondent to answer the motion by August 17, 2007, and scheduled a hearing for August 28, 2007.

216. A motion for modification of spousal support had been filed by Ms. Bordner's estranged husband, Todd Bordner, after he lost his job. A hearing was scheduled for August 14, 2007.

217. Ms. Bordner, in an effort to save legal fees asked Respondent to represent her in the divorce proceeding as well as the bankruptcy matter.

218. Respondent was retained in the divorce matter on or about August 7, 2007.

219. Respondent told Ms. Bordner that he required payment in full of \$2600. Woodrow Brown, Ms. Bordner's father paid Respondent's \$2600 fee by check.

220. Respondent told Ms. Bordner that part of the fee that her father paid would be used to pay an appraiser, and that the appraiser would call Ms. Bordner to set up a time to appraise her house.

221. Again, even though Respondent had not regularly represented Ms. Bordner, he failed to communicate the basis or rate of his fees in writing either before or within a reasonable time after beginning his representation in the divorce case.

222. Respondent advised Ms. Bordner on numerous occasions that he would retrieve her divorce file from her prior attorney, James Miller but failed to do so.

223. On or about August 14, 2007, Respondent filed a Chapter 13 plan on behalf of Ms. Bordner, and the Trustee withdrew his motion to dismiss on August 17, 2007.

224. Respondent failed to tell Ms. Bordner when she should start making her post petition payments to the Bankruptcy Court. As a result her post-petition payments were deemed to be in arrears.

225. On August 17, 2007, Respondent filed an answer to GMAC's motion for relief of automatic stay, and on August 27, 2007, GMAC filed a stipulation in settlement of the motion, which was approved by the court on August 28, 2007.

226. By email dated September 4, 2007, Ms. Bordner informed Respondent that she was still receiving collection notices from her creditors. Respondent responded that she "shouldn't worry about it" and to keep an eye out for bills that needed to be paid for post-petition expenses.

227. By email dated September 13, 2007, Ms. Bordner informed Respondent that she objected to the fact that he had submitted a claim for \$600 for unpaid legal fees. Respondent explained the payment was due to the late filing of her bankruptcy case, and Ms. Bordner reminded him that his conduct was the reason for the late filing. Ms. Bordner requested that Respondent remove this claim for additional fees from the bankruptcy. Respondent failed to do so.

228. On or about October 5, 2007, GMAC Mortgage LLC objected to confirmation of Ms. Bordner's bankruptcy plan.

229. By email on October 10, 2007, Ms. Bordner advised Respondent that she had still not heard from the appraiser. She also told him that she and her father were extremely upset that GMAC had cashed her father's checks even though Respondent had advised her father that Respondent would contact GMAC and tell it not to cash the checks. She stated she was upset that he was not returning her or her father's telephone calls.

230. On or about October 11, 2007, Respondent and Ms. Bordner attended a creditors' meeting but Respondent failed to bring Ms. Bordner's bankruptcy file with him.

231. On or about November 8, 2007, Scott Alan Harper, Esquire, filed an objection to the confirmation of the plan on behalf of Ms. Bordner's estranged husband, Todd.

232. By email dated November 13, 2007, Ms. Bordner again informed Respondent that she had still not heard from an appraiser and asked him what he had done to remedy the situation with GMAC.

233. A confirmation hearing on Ms. Bordner's plan was continued because the objections of GMAC Mortgage, the Trustee, and of Todd Bordner had not been resolved.

234. By email dated November 16, 2007, Ms. Bordner asked numerous questions about her divorce and her husband's obligations to her. Respondent did not respond.

235. By email dated November 19, 2007, Respondent asked Scott Harper for a continuance of the bankruptcy confirmation hearing because he had pneumonia and had not been able to get the house appraisal completed.

236. By email dated November 28, 2007, Respondent advised Ms. Bordner that the confirmation hearing had been continued until January 9, 2008, that he would "keep on about the appraisal," and would continue to "wrestle" the mortgage company about payments and its objection to the plan. Respondent asked Ms. Bordner to forward his email to her father because he did not have Mr. Brown's email address in his lists of contacts.

237. In an emotional email to Respondent dated December 3, 2007, Ms. Bordner expressed her frustration, anger and despair about Respondent's failure to communicate with her or resolve the issues in her bankruptcy.

238. By email dated December 5, 2007, Mr. Brown sent Respondent a copy of a letter dated December 3, 2007 that he intended to send to GMAC and asked whether he should send it.

239. In his proposed letter to GMAC, Mr. Brown essentially recounted the payments he made to GMAC on his daughter's behalf and complained that GMAC provided him with conflicting information that resulted in his inability to send the payments in a timely manner. He stated that that he was enclosing a check for \$1,062.97, for payment of Ms. Bordner's account through December 2007 and he requested that GMAC accept it as final payment for all arrearages. He promised to make regular monthly payments of \$393.13 as of January 1, 2008. He also instructed GMAC to return his check if it did not resolve Ms. Bordner's alleged arrearages.

240. Mr. Brown provided Respondent with all of his cell phone numbers and email address so Respondent could tell him whether he should send the letter and the check to GMAC.

241. When Mr. Brown received no response from Respondent he sent GMAC his letter and a check for \$1,062.97.

242. By certified letter dated December 11, 2007, GMAC returned Mr. Brown's check to Respondent, with a notice that the funds were insufficient to cure the arrearages listed in the notice of default. Respondent did not promptly advise Ms. Bordner or Mr. Brown of Respondent's receipt of this letter and check.

243. On December 11, 2007, GMAC filed a certificate of default for the stipulation in settlement, and on December 13, 2007, an order granting relief from stay per the certificate of default was entered.

244. By letter dated December 19, 2007, Mr. Brown asked whether Respondent was going to file an objection to the certification of default from GMAC and told Respondent that if he did not agree to file this motion, he would find an attorney who would. He also complained about the fact that Respondent failed to keep his client informed about how Respondent was handling her affairs.

245. On December 21, 2007, Respondent filed an objection and a motion to reconsider the order modifying the automatic stay based essentially on the representations that Mr. Brown made in his letter to GMAC dated December 3, 2007.

246. By email dated December 21, 2007, Respondent sent Ms. Bordner and Mr. Brown a copy of the motion to reconsider and advised them that he would inform them when a hearing on the matter was scheduled. Subsequently, a hearing was scheduled for January 15, 2008.

247. By email dated January 7, 2008, Ms. Bordner advised Respondent that she still had not heard from an appraiser. Further, she asked Respondent to explain the objections of GMAC, Todd Bordner and the Trustee, and what to expect at the bankruptcy confirmation hearing scheduled for January 9, 2008.

248. By email dated January 8, 2008, Ms. Bordner, expressing a sense of urgency, asked Respondent if the hearing was still scheduled for the following day and why she never heard from him.

249. On January 10, 2008, Respondent filed a claim with the Bankruptcy Court on behalf of Ms. Bordner's parents, Woodrow and Beulah Brown, for \$14,000.

Ms. Bordner borrowed that sum from her parents earlier in Respondent's representation and Respondent had been asked by Ms. Bordner and her parents to include this debt in the bankruptcy.

250. On January 10, 2008, Bankruptcy Judge Mary D. France entered an order sustaining GMAC's objection to the bankruptcy plan, and Ms. Bordner was ordered to file an amended plan within 30 days upon penalty of default and dismissal of the case. Additionally, the objections of Todd Bordner were withdrawn.

251. By email dated January 10, 2008, Ms. Bordner advised Respondent that she had received a message from GMAC, asking her to return its call.

252. By email dated January 11, 2008, Respondent acknowledged Ms. Bordner's email and told her *inter-alia* that he still had not received a payment history from GMAC.

253. On January 15, 2008, the hearing on Respondent's motion to reconsider was continued to February 12, 2008.

254. By email dated January 18, 2008, Respondent wrote to Joseph Schalk, Counsel for GMAC, and provided him with copies of three cancelled checks drawn on Mr. Brown's account that had been referenced in Ms. Bordner's objection, as well as copies of other checks that Respondent had in his possession. Respondent advised Mr. Schalk that Ms. Bordner had been instructed to continue making regular, monthly post-petition payments, of principal and interest to Respondent's attention in the interim.

255. By email to Respondent dated February 1, 2008, Ms. Bordner complained that she was still receiving harassing phone calls from creditors and collection agencies and asked him to do something to stop them.

256. By different email to Respondent dated February 1, 2008, Ms. Bordner explained that the amount listed as owed to GMAC was incorrect, because it did not take into account the money that her father had sent them.

257. By email dated February 1, 2008 to Ms. Bordner, Respondent explained that he intended to make sure that GMAC did not charge her for additional interest or costs as a result of continuing to misapply her father's payments and explained that he may not know the actual amounts of 2007 interest payments until April or May 2008. He promised to address this matter with Mr. Schalk on February 12, 2008.

258. Respondent failed to advise Ms. Bordner about the interest payments and additional costs, even though she needed that information in order to file her 2007 tax returns.

259. By different email dated February 1, 2008, Ms. Bordner again requested that Respondent meet with her and her father prior to a domestic relations conference scheduled for February 27, 2008 at 3:30 p.m.. She asked him whether she needed her medical records and what preparation was necessary for her bankruptcy hearing scheduled on February 12, 2008. She asked to schedule the meeting in Respondent's Camp Hill office as late in the day as possible due to her father's work schedule.

260. In response to Ms. Bordner's complaints about harassing phone calls from creditors, by email dated February 6, 2008, Respondent told her to get an address and account number, and he would send an appropriate "Nasty-gram," and if that didn't work, he would write to them.

261. By email dated February 6, 2008, Respondent advised Mr. Schalk that Respondent had provided him with proof of payment of post-petition installments in the form of cancelled checks and confirmed his agreement that pending a review by GMAC concerning the application of Mr. Brown's payments, Ms. Bordner was to make payments to Respondent's attention. Respondent advised Mr. Schalk that he had the returned December installment of \$1,062.97, and the January and February installments and, thus, had checks totaling \$1,849.23 in his possession that had been paid by Mr. Brown to GMAC.

262. In response to Ms. Bordner's request for a meeting with Respondent and her father, Respondent suggested a meeting on the morning of February 12, 2008 before the bankruptcy hearing, but explained that he had not yet heard from GMAC.

263. By email to Ms. Bordner dated February 11, 2008, Respondent advised that he had left her support file in his Carlisle office so he wanted to "play it by ear" regarding his meeting with her and her father on the support issues that had been tentatively scheduled for the following day.

264. By email to Ms. Bordner dated February 11, 2008, Respondent sent a copy of a proposed stipulation to vacate and reinstate the automatic stay, which had been sent to Respondent by GMAC's counsel.

265. By email dated February 12, 2008, Mr. Brown advised Respondent that neither he nor Ms. Bordner would attend the bankruptcy hearing unless he advised them that their attendance was required.

266. On February 12, 2008 the Court approved a stipulation to vacate the relief order and reinstate the automatic stay that had been submitted by GMAC and Respondent.

267. By emails dated February 12 and 13, 2008, Ms. Bordner requested that Respondent tell her what had happened at the bankruptcy hearing and advised him that she was still getting harassing messages from GMAC. She begged him to do something to stop them from calling.

268. By email dated February 14, 2008, Mr. Brown asked for information about the dispute with GMAC. Respondent did not respond.

269. By email dated February 24, 2008, Ms. Bordner indicated she had received something in the mail regarding the meeting with GMAC and asked if she understood correctly that she was then current with her payments. She asked Respondent to let her father know whether to send payments to GMAC at the address supplied on the document or to continue to send them to Respondent.

270. By separate email dated February 24, 2008, Ms. Bordner asked Respondent when he planned to meet with her and her father before the meeting with her husband and his attorney scheduled for later that week. She complained that because of Respondent's failure to answer her questions she did not know whether she was required to bring anything with her to the meeting.

271. By email to Respondent dated February 26, 2008, Ms. Bordner complained about Respondent's failure to communicate with her and expressed her deep anxiety about her legal matters.

272. On February 27, 2008, Respondent wrote to Scott Harper, Esquire, counsel for Mr. Bordner, regarding *inter-alia* Mr. Bordner's claims regarding an automobile that was on Ms. Bordner's property.

273. On February 27, 2008 at 2:20 p.m., Respondent emailed Ms Bordner a copy of his letter to Mr. Harper and at 2:42 p.m. on February 27, 2008, Ms. Bordner emailed Respondent and begged him to call her.

274. At 5:03 p.m. on February 27, 2008, Respondent emailed Attorney Harper regarding the automobile as well as other matters related to the property settlement.

275. On March 13, 2008, the Bankruptcy Court confirmed the amended Chapter 13 plan pursuant to Respondent's filing of a certification of compliance which had been previously approved by the Court. Respondent communicated that fact to Ms. Bordner and promised to respond to her earlier emails.

276. On March 19, 2008, Ms. Bordner received a notice dated March 11, 2008, notifying her that she was in default for failing to enter an appearance in the Lebanon County Court case of GMAC Mortgage LLC v. Melanie K. Bordner and Todd E. Bordner and advising her that if she did not take action within 10 days judgment would be entered against her.

277. By email on March 19, 2008, Ms. Bordner sent Respondent a scanned copy of the default notice and asked Respondent to let her know what it meant.

278. By email dated April 7, 2008, Ms. Bordner sent Respondent a copy of the Notice of Sheriff's Sale she had received advising her that her property was scheduled sale on August 7, 2008. She also complained about GMAC's continual

harassment of her and the stress she suffered as a result; she asked that Respondent call her or her father "ASAP".

279. By email dated April 10, 2008, Respondent asked Mr. Schalk to confirm that the automatic stay had been reinstated and to forward a directive to the Lebanon County Sheriff to mark the recently scheduled sale as stayed. Respondent also asked that Mr. Schalk make sure GMAC was aware that they were not permitted to prosecute the foreclosure while the stay was in place.

280. By email dated April 24, 2008, Ms. Bordner asked Respondent for information about the Sheriff's Sale.

281. By email to Respondent dated April 25, 2008, Ms. Bordner stated that she had not heard from him regarding the appraisal and asked whether they were getting one.

282. On April 25, 2008, Todd Bordner filed a motion for relief from stay, which was granted on April 30, 2008.

283. By email dated April 29, 2008, Ms. Bordner complained about Respondent's failure to communicate with her and answer her many questions, causing her to be "very paranoid" and to suffer "undue anxiety attacks", and pleaded with Respondent to answer her questions.

284. By email dated April 30, 2008, Ms. Bordner told Respondent that her husband had threatened to take her dog and asked him to obtain a court order to prevent that from happening. She again repeated her thus far unanswered questions and asked Respondent to return her father's phone calls.

285. By email dated May 2, 2008, Ms. Bordner asked Respondent to respond to her recent messages.

286. By email dated May 4, 2008, Ms. Bordner again asked what Respondent was doing to help her and when he was going to respond to her messages.

287. By email dated May 8, 2008, Ms. Bordner asked when she would hear from Respondent

288. On or about May 13, 2008, the Trustee filed a motion to dismiss for material default based upon Ms. Border's failure to remit \$6,895 that was due under her plan. Ms. Bordner was unaware of her obligation to make that payment.

289. By email dated June 5, 2008, to Trustee DeHart and staff, Ms. Bordner complained that Respondent was not responding to any of her messages and had not explained to her that \$6,895 was owed in her bankruptcy by the end of June. She recounted her litany of complaints regarding Respondent's failure to communicate with her as well as his request for an additional fee of \$600. She asked if the Trustee could help her since she was faithfully paying \$100 a month which was the amount Respondent told her she was obligated to pay.

290. By email dated June 9, 2008, Trustee DeHart's Office explained why Ms. Bordner owed the money under her bankruptcy plan but agreed to withdraw the motion to dismiss and suggested that she make an appointment with Respondent or hire another attorney.

291. On or about June 10, 2008, Mr. Brown wrote to Trustee DeHart a letter detailing Respondent's failure to handle his daughter's bankruptcy properly.

292. By email to Respondent dated June 10, 2008, Ms. Bordner complained that it seemed that he had totally abandoned her. She advised Respondent that there was a bifurcation hearing scheduled for June 24, 2008 in the divorce case but that she had an appointment with a neurologist for that day. She then registered a

series of complaints and concerns regarding inter-alia the appraisal and sale of her house as well as the amount of money that she owed under her bankruptcy plan but had not known about because Respondent neglected to tell her. She again implored Respondent to contact her and her father without delay.

293. By email on June 11, 2008, Trustee DeHart's staff advised Ms. Bordner that they would grant her a few weeks grace to meet with an attorney as long as she continued to make her monthly payments.

294. By email dated June 12, 2008, Ms. Bordner asked why Respondent would not get in touch with her and stated that there were many things that needed to be dealt with.

295. On or about June 13, 2008, Respondent met with Ms. Bordner and Mr. Brown at Café Fresca in Harrisburg to discuss the hearing on her estranged husband's petition for bifurcation scheduled for June 24, 2008; Ms. Bordner again told Respondent that the hearing would have to be rescheduled due to her doctor's appointment. Respondent told Ms. Bordner that he would call opposing counsel and advise him that Ms. Bordner opposed the bifurcation and that he would need to reschedule the hearing due to her doctor's appointment.

296. Respondent failed to notify Attorney Harper that Ms. Bordner needed a continuance for the bifurcation hearing scheduled for June 24, 2008 nor did he request a continuance from the Lebanon County Court.

297. On or about June 16, 2008, the appraisal of Ms. Bordner's home was completed approximately ten months after Respondent told Ms. Bordner that he had arranged for it.

298. On June 24, 2008, Ms. Bordner and Respondent failed to appear at the bifurcation hearing before the Honorable Samuel Kline. Respondent never notified the Court that he would not attend the hearing.

299. Ms. Bordner told Respondent that she had heard that Judge Kline was upset that she and Respondent did not appear. Respondent advised Ms. Bordner that she had a legitimate excuse for failing to appear and that he did as well because he was not listed on the hearing notice.

300. Respondent did not receive notice to attend the hearing because he had not entered his appearance in the case.

301. On or about June 30, 2008, Respondent returned one of Ms. Bordner's telephone calls. She explained that she had received notice that the bifurcation hearing had been continued to August 20, 2008, but that she could not attend on that date because of a previously scheduled dental appointment. Respondent promised to contact the Court and get the hearing rescheduled.

302. Thereafter, Ms. Bordner telephoned Respondent numerous times to find out the status of her divorce case. He failed to return her phone calls.

303. On June 17, 2007, the Trustee's motion to dismiss the Chapter 13 bankruptcy was withdrawn.

304. On or about August 12, 2007, Mr. Brown advised Respondent via email that he needed a reduction in the purchase price of his daughter's house because the house needed costly repairs.

305. Respondent failed to contact Attorney Harper to see whether his client, Mr. Bordner, would accept Mr. Brown's offer to buy the marital home at a reduced price.

306. By email dated August 14, 2008, Ms. Bordner advised Respondent of a variety of health issues that precluded her appearance at the bifurcation hearing on August 20th. She asked Respondent if he had been able to reschedule the hearing. Respondent did not reply.

307. On or about August 19, 2008, Ms. Bordner called Judge Kline's chambers seeking a continuance because a previously scheduled dental appointment.

308. After attempting unsuccessfully to reach Respondent Judge Kline's secretary telephoned Ms. Bordner and advised her that she was required to attend the hearing on August 20, 2008, notwithstanding her dental appointment.

309. On August 20, 2008, Ms. Bordner, opposing counsel and his client appeared at the hearing before Judge Kline.

310. Respondent failed to appear at the hearing before Judge Kline on August 20, 2008, and failed to advise his client, opposing counsel or the Court that he would not appear.

311. On August 20, 2008, Judge Kline granted a continuance for Ms. Bordner to retain new counsel to represent her in the bifurcation hearing, which he set for September 25, 2008. The Judge castigated Respondent for his conduct in the matter and directed that a copy of his order be sent to the "Pennsylvania Disciplinary Board for investigation of the conduct of this attorney who has not only failed to adequately represent his client in this matter, but has failed to cooperate with opposing counsel, and has failed to obey the Court's Order to appear in this proceeding."

312. Remarkably, at approximately 11:30 a.m. on August 20, 2008, after the hearing had been postponed due to his failure to appear, Respondent called the

Judge's secretary and asked her about the outcome of the hearing. Respondent was told at the Judge's direction that he would get a copy of his order.

313. By email to Respondent at 12:41 a.m. on August 26, 2008, Ms. Bordner chastised Respondent again for failing to return the approximately 20 phone calls she had made since August 6th. She also told Respondent *inter-alia* that Judge Kline had reported him to the Disciplinary Board and demanded that he return her original documents to him.

314. On or about August 26, 2008, Respondent finally returned one of Ms. Bordner's numerous phone calls and promised to file a motion with the Bankruptcy Court regarding her parents' offer to buy her property and to contact opposing counsel in the divorce matter to see if her estranged husband would accept her parents' offer to buy the property. Respondent did neither.

315. On or about September 8, 2008, Ms. Bordner called Respondent and told him that she wanted to meet with him before the next hearing in the divorce proceedings which was scheduled for September 25, 2008. Respondent agreed to meet with her and her father on September 9th, the following afternoon.

316. On September 9, 2008, Ms. Bordner and her father left messages on Respondent's voicemail at 2:15 p.m. and again, at 2:45 p.m., advising him that they were available to meet with him.

317. On September 10, 2008, Respondent called and left a message on Ms. Bordner's answering machine providing excuses for failing to meet them on September 9 and stated he was available to meet on the afternoon of September 11 as well as September 12.

318. On September 10, 2008, Mr. Brown left a phone message for Respondent telling him that he and his daughter were available to meet with him on September 11 at 1:00 p.m.

319. At 1:00 a.m., September 11, 2008, Ms. Bordner also left Respondent a message, stating that she and her father were available to meet him at 1:00 p.m. that day. She requested that he call before 11:30 a.m. to confirm the appointment.

320. Ms. Bordner called again at 10:00 a.m. to confirm her appointment at 1:00 p.m., and left a voicemail message requesting that Respondent call her before 11:30 a.m. to confirm the appointment.

321. At 11:58 a.m., September 11, 2008, Respondent called Ms. Bordner, and acknowledged receipt of her and her father's voice messages but claimed that the message that he had received the previous evening asked for a 3:00 p.m. not a 1:00 p.m. meeting while the message that he had received that morning had asked for a 1:00 p.m. meeting.

322. Ms. Bordner and her father both left messages requesting a 1:00 p.m. meeting.

323. By email dated September 18, 2008, Respondent was advised by Attorney James Abraham that he had been retained by Ms. Bordner on her Lebanon County divorce and enclosed a copy of his entry of appearance and asked Respondent to withdraw his appearance.

324. By email to Respondent at 1:48 a.m. on September 20, 2008, Ms. Bordner noted that she had retained Attorney Abraham to handle her divorce case only and asked Respondent to promptly forward the divorce file to him. She again requested

the return of her original documents in the divorce and bankruptcy cases and requested an accounting of Respondent's services on the divorce case for which he had been paid \$2,600. She stated that she expected a refund in 10 days and that she expected Respondent to complete his representation of her in the bankruptcy case.

325. On September 22, 2008 at 6:45 a.m., Ms. Bordner left a voicemail message advising Respondent that she was terminating his services on the divorce matter. She also emailed and sent a letter by regular mail terminating Respondent's services, and requesting an accounting and a refund of unearned fees.

326. On or about September 22, 2008, at about 9:30 a.m., Respondent left a message on Ms. Bordner's answering machine, advising her that he spoke to her new divorce lawyer and had sent him a document related to the divorce. He agreed to file a motion with the Bankruptcy Court. He further stated that he would send her a refund in the divorce case if she was entitled to it.

327. Respondent failed to send Ms. Bordner an accounting or any refund; failed to provide Ms. Bordner's divorce file to her new attorney, despite repeated requests that he do so; failed to return Ms. Bordner's original documents despite repeated requests that he do so; and, failed to file anything in Ms. Bordner's bankruptcy case seeking approval of her father's offer to purchase her house.

328. By email at 11:34 p.m. on December 10, 2008, Ms. Bordner asked Respondent to communicate with her by email or regular mail; indicated that she was still waiting for an accounting of his services in the divorce case and that she expected to receive a refund; and, stated that she would be sending a second email regarding the house issue.

329. By email at 11:43 p.m. on December 10, 2008, Ms. Bordner stated that she assumed that Respondent did not file anything with the Bankruptcy Court seeking approval of her father's offer to purchase her house but that she expected it to be done by the end of the year and berated him for failing to do so previously. Respondent failed to respond or file anything with the Bankruptcy Court on Ms. Bordner's behalf.

330. By email at 5:48 a.m. on December 30, 2008, Ms. Bordner asked if Respondent realized how "frustrating" his failure to respond was to her and that it was "stressing her beyond belief"; she then repeated a list of previously made complaints.

331. By email at 7:04 a.m. on December 30, 2008, Ms. Bordner berated Respondent regarding his failure to timely obtain an appraisal of her house from August 2007 until June 2008, and for his failure since August 2008 to file a petition with the Bankruptcy Court to allow her father to buy her house. She pleaded with Respondent to file with the Bankruptcy Court and to respond to her. Respondent failed to respond to either of Ms. Bordner's December 30, 2008 emails.

332. By email at 1:29 a.m. on January 5, 2009, Ms. Bordner berated Respondent for failing to file a petition with the Bankruptcy Court allowing her father to buy her house and stated that she was seeing a psychiatrist/therapist due to the stress he was causing her.

333. By email at 4:03 p.m. on January 22, 2009, Ms. Bordner again berated Respondent for his neglect of his case. She again asked Respondent for a detailed accounting of his services in her divorce case. She also asked Respondent to return all original documents and a copy of her bankruptcy file. Respondent failed to respond.

334. By email to Respondent at 6:44 a.m. on March 17, 2009, Ms. Bordner complained that she had been receiving collection calls since February 24, 2009. She stated that she was still awaiting responses to her many unanswered emails and indicated that she was discussing Respondent's lack of communication and lack of action on her bankruptcy case with her "shrink" as it was causing her mental distress.

335. By email at 1:08 p.m. on March 22, 2009, Ms. Bordner told Respondent that the Rules of Professional Conduct require *inter-alia* prompt compliance with reasonable requests for information. She asked him to "be a man" and get back to her. Respondent failed to do so.

CHARGE X. (THOMAS A. TAYLOR)

336. On June 14, 2007, Thomas A. Taylor pleaded guilty to mail fraud and felon in possession of firearms charges pursuant to a plea bargain in the case of United States of America v. Thomas A. Taylor, in the United States District Court for the Middle District of Pennsylvania. Sentencing was deferred pending a presentence investigation.

337. Mr. Taylor's counsel was granted an extension of time to file objections to the presentence report. They were due on September 14, 2007, but were never filed.

338. Sentencing was scheduled for September 27, 2007, but was continued generally on September 25, 2007.

339. In late September 2007, while imprisoned at the Perry County Prison Mr. Taylor retained Respondent to represent him at sentencing. Respondent requested a fee of \$300 to review the case which was paid on Mr. Taylor's behalf by Pastor Jeremy Fuller on September 27, 2007.

340. Shortly thereafter, Respondent met with Mr. Taylor at the prison and agreed to represent him at sentencing for a fee of \$1,000 which was paid on Mr. Taylor's behalf by Pastor Fuller in checks dated October 7 and 8, 2007 in the amounts of \$808.70 and \$191.30, respectively.

341. Even though Respondent had not regularly represented Mr. Taylor in the past, Respondent failed to communicate to him in writing the basis or rate of his fees either before or within a reasonable time after commencing the representation.

342. Respondent did not have Mr. Taylor's informed consent, confirmed in writing, to treat the \$1,300 he had been paid as earned upon receipt and should have deposited those funds into an IOLTA account and withdrawn them only upon being earned. It is believed that Respondent failed to deposit those funds into an IOLTA account and treated them as his own funds.

343. In the DB-7 Letter, Respondent was requested to provide financial records to establish what he had done with the funds. He did not comply with that request.

344. On October 9, 2007, sentencing was rescheduled for December 11, 2007.

345. The \$1,300 fee was intended to cover the filing of objections to the presentence report, preparation and filing of a sentencing memorandum with the Court, the preparation of Mr. Taylor for his sentencing hearing and the representation of him at the sentencing hearing on December 11, 2007.

346. In late November or early December 2007, Respondent met with Mr. Taylor at the Perry County Prison for approximately 20 minutes.

347. On December 10, 2007, Respondent entered his appearance on Mr. Taylor's behalf.

348. On December 11, 2007, Respondent appeared for Mr. Taylor and requested a continuance of the sentencing which the Honorable William Caldwell denied due to Respondent's eleventh hour appearance and failure to have taken any previous action on Mr. Taylor's behalf.

349. Judge Caldwell directed Mr. Taylor's former counsel to represent him and proceeded to sentence him to imprisonment for 46 months, consecutive to the 14 months he was then serving for a supervised release violation, 3 years supervised release, \$200 special assessment, and \$29,096 in restitution.

350. Despite the fact that Respondent had been paid a total of \$1,300 to represent Mr. Taylor in connection with his sentencing, Respondent failed to provide him any meaningful representation.

351. Following Mr. Taylor's sentencing, Respondent had no further meetings with him and failed to respond to numerous letters Mr. Taylor sent Respondent regarding filing post-sentencing motions, securing the release of his bail money and assisting him in collecting money he was owed.

352. Following Mr. Taylor's sentencing, he called Respondent from Dauphin County Prison numerous times but only spoke with him on a few occasions in the Spring of 2008. Respondent told Mr. Taylor that he would file a post-sentence motion, would seek the release of bail money, and contact his debtor. Respondent did none of things he promised to do.

353. By letter dated June 15, 2008, Mr. Taylor demanded that Respondent return a minimum of \$1,000 of the \$1,300 he had been paid. Respondent

failed to respond to Mr. Taylor's letter, provide him with an accounting, or refund the unearned portion of the fees Respondent had been paid.

CHARGE XI. (SHARON F. FULLER)

354. Sharon F. Fuller had been sued by Commonwealth Financial Systems Inc. (CFSI) in Dauphin County for her alleged failure to pay a Citibank credit card debt. On March 22, 2006, the Honorable Jeannine Turgeon granted judgment on the pleadings as to liability. The amount owed was to be determined at trial.

355. A non-jury trial before Judge Turgeon was scheduled for September 3, 2008.

356. On June 13, 2008, Ms. Fuller consulted with Respondent at the Dauphin County Library. Respondent advised her that she was not financially eligible to file for bankruptcy, and that it made the best economic sense to cease litigation and offer to consent to a judgment against her in the amount of \$8,000. Ms. Fuller reluctantly agreed to follow Respondent's advice.

357. At that time, Respondent explained that there was no charge for his initial consultation and that he would charge a flat fee of \$600.00, which Ms. Fuller could pay in equal monthly installments. Ms. Fuller paid Respondent the first installment of \$200.00 at that time.

358. Respondent had not previously represented Ms. Fuller and failed to communicate in writing to her the basis of his fee either before commencing his representation or within a reasonable time thereafter.

359. By email on June 14, 2008, Ms. Fuller verified that Respondent agreed to offer \$8,000 to settle the matter even though she thought CFSI was claiming that she owed \$15,000. Respondent responded by email on June 18, 2008. He

confirmed Mr. Fuller's understanding and stated he would complete an engagement letter and phone the plaintiff's attorney by the end of the week. Respondent did neither.

360. On July 29, 2008, Ms. Fuller mailed Respondent a check for \$200, and sent him an email notifying him of that fact.

361. By email of July 31, 2008, Respondent advised Ms. Fuller that he had received her payment and that he had a letter ready for the plaintiff's attorney, Alan Mége, but hoped to speak to him by phone before sending it. He said he would send her a copy. Respondent did not call Mr. Mége nor did he send him a letter.

362. By email on August 28, 2008, Ms. Fuller requested an engagement letter and an itemized statement. She said she was sending Respondent the third \$200 payment, which she did by check dated August 29, 2008.

363. In return, by email of August 29, 2008, Respondent sent Ms. Fuller a copy of a fee letter pertaining to a different client, a copy of a revised fee letter setting forth the flat fee of \$600, as well as a copy of a letter dated August 4, 2008, which Respondent had purportedly sent Mr. Mége. That letter did not mention Ms. Fuller's offer to agree to a judgment in the amount of \$8,000.

364. Mr. Mége did not receive any communication from Respondent.

365. Respondent did not enter his appearance with the Dauphin County Court on behalf of Ms. Fuller.

366. On September 3, 2008, as neither Respondent nor Ms. Fuller appeared for trial, Judge Turgeon entered an order granting judgment against Ms. Fuller in the amount of \$22,206.67, plus attorney's fees in the amount of \$3,811.54 for a total of \$26,018.21, with interest from September 3, 2008, at the rate of 23.99% per annum.

367. By email of September 4, 2008, Ms. Fuller sent Respondent a copy of the judgment she received and asked why Respondent's purported letter to Mr. Mége did not offer to settle for \$8,000 and why she received notice of judgment prior to September 9, 2008 which she believed was the date of her hearing. She noted that Respondent's name was not on the document she received and asked why he had not entered his appearance with the Court. She noted further that Respondent had received a fee of \$600 to settle the matter for \$8,000 and asked what he planned to do to "rectify" the judgment.

368. Ms. Fuller also wrote a letter to Judge Turgeon on September 4, 2008, explaining her agreement with Respondent to offer to settle for \$8,000, enclosing her emails with him and his purported letter to Mr. Mége, and asking what she could do to have the judgment vacated.

369. On September 8, 2008, Ms. Fuller emailed Respondent stating that she was concerned that she had not received a response from him and asking that he let her know his intentions immediately.

370. On September 10, 2008, Ms. Fuller received a letter dated September 8, 2008, from Mr. Mége noting that his client had obtained a judgment against her and threatening to schedule a Sheriff Sale of her personal property if she did not make suitable payment arrangements within the next twenty days. Enclosed was a set of interrogatories in aid of execution.

371. By email on September 10, 2008, Ms. Fuller sent Respondent a copy of Mr. Mége's letter, stated that she assumed that the \$600 she had paid to him would include advice on how she should proceed, and stated that she did not understand why he was not copied on anything.

372. Respondent asked Ms. Fuller to call him, which she promptly did. Respondent advised her to answer the interrogatories and return them to him.

373. On September 14, 2008, Ms. Fuller mailed Respondent the interrogatories, and sent him an email saying she had done so.

374. By email on September 19, 2008, Ms. Fuller advised Respondent that she had all the answers and all attachments ready to put in the next day's mail and asked that he let her know when he received them and what she had to do next.

375. On September 24, 2008, Respondent emailed Ms. Fuller notifying her that he had received the interrogatories in that day's mail, that he would "put 2 and 2 together, and mail em to Mége," and would email her to let her know they went out. Respondent did not send the interrogatories to Mr. Mége.

376. On October 10, 2008, Ms. Fuller received a certified letter from Mr. Mége with a notice of his intention to seek sanctions.

377. By email of October 12, 2008, Ms. Fuller notified Respondent that he had not represented her in any manner regarding CFSI's civil action and requested a full refund in the amount of \$600 by October 22, 2008, or else she would file a complaint with the PA Bar Association. She also attached a copy of the answer she intended to file in response to Mr. Mége's intention to seek sanctions and advised Respondent that she had filed her interrogatory answers with the Prothonotary.

378. By email on October 13, 2008, Respondent advised Ms. Fuller that he had just received a copy of Mr. Mége's letter, but that Respondent had mailed the responses to the interrogatories and that he believed that the two items of correspondence had crossed in the mail. Respondent further asked Ms. Fuller to call him as he disagreed with most everything she had stated.

379. As Mr. Mége received nothing from Respondent relative to Ms. Fuller, it appears that Respondent's statement to Ms. Fuller that he had mailed the answers to the interrogatories to Mr. Mége was a knowing and intentional misrepresentation.

380. Ms. Fuller responded by email on October 13, 2008 and advised Respondent that she preferred all communication to be in writing at that point, that she was not satisfied with his representation, and that she would file a complaint against him with the Bar Association if she did not receive a \$600 refund by October 22, 2008.

381. By email to Respondent on November 23, 2008, Ms. Fuller again notified him that he was discharged and again requested a refund and accounting pursuant to his obligations under Rules of Professional Conduct 1.15(b) and 1.16(d). She set a deadline of December 8, 2008.

382. Respondent failed to provide Ms. Fuller with an accounting of his time or a refund of any amount of money.

CHARGE XII. (CATHY A. BROOKHART)

383. On April 16, 2008, Cathy A. Brookhart retained Respondent to represent her in a Chapter 13 bankruptcy. She paid him \$350.00 as a down payment of his fee of \$1,050.00.

384. Thereafter, Ms. Brookhart did not hear from Respondent for over a month.

385. On May 28, 2008, Ms. Brookhart visited Respondent at his office on S. Hanover Street in Carlisle, signed some documents, gave Respondent her certificate of counseling as well as her second installment of \$350. Respondent advised her that he would be filing her bankruptcy.

386. On May 28, 2008, Respondent filed a Chapter 13 voluntary petition on Ms. Brookhart's behalf but did not file any other documents in support of the petition.

387. On May 29, 2008, a notice of incomplete and/or deficient filing was issued.

388. By check dated June 26, 2008, Ms. Brookhart made her third payment of \$350 to Respondent.

389. On July 12, 2008, Ms. Brookhart logged into her bankruptcy case on the internet and noticed that no creditors were listed. She and her divorce lawyer, David Yoder attempted to call Respondent without success.

390. On July 16, 2008, Ms. Brookhart's bankruptcy case was dismissed due to Respondent's failure to file the required documents.

391. On July 18, 2008, Respondent negotiated Ms. Brookhart's third \$350.00 check.

392. On July 18, 2008, the Bankruptcy Court mailed Ms. Brookhart the order dismissing her case.

393. Upon her receipt of the order on July 21, 2008, Ms. Brookhart tried unsuccessfully to call Respondent and faxed him a copy of the order. Mr. Yoder also called Respondent. Respondent did not respond.

394. On July 25 and 29, 2008, Ms. Brookhart faxed other documents to Respondent but he still did not respond.

395. As a result of Respondent's failure to properly represent her, Ms. Brookhart retained other counsel to initiate a second bankruptcy case and resultingly incurred additional legal and filing fees.

396. By letter dated November 26, 2008, sent to Respondent's 1911 Spring Road, Carlisle address, Ms. Brookhart requested a refund of the unearned portion of the \$1,050 she had paid Respondent. Respondent never responded.

CHARGE XIII. (EDWARD W. BAUER)

397. In late July 2008, Edward W. Bauer retained Respondent to initiate eviction proceedings against David Rodgers before Magisterial District Judge Jack Miller in Lewistown, PA and paid Respondent a fee of \$750 by check dated August 1, 2008.

398. Respondent had not previously represented Mr. Bauer and did not communicate in writing to him the basis or rate of his fees and did not have Mr. Bauer's informed consent, confirmed in writing, to treat the \$750 as Respondent's own and earned upon receipt.

399. Pursuant to the Rules of Professional Conduct 1.15(e) and (g), Respondent should have deposited the \$750 into his IOLTA account and only withdrawn it as earned; however, it appears that Respondent treated the \$750 as his own and did not deposit it into his IOLTA account.

400. While Respondent printed out forms to initiate the eviction proceeding, he did not file them.

401. Between July 25, 2008, and August 22, 2008, Mr. Bauer called Respondent ten times and left voicemail messages for Respondent to return his calls. Respondent did not return any of Mr. Bauer's calls.

402. On August 22, 2008, Mr. Bauer initiated eviction proceedings with Magisterial District Judge Miller and paid the filing fee of \$160.

403. Subsequently, Mr. Bauer advised Respondent of the eviction hearing date.

404. In late August 2008, Respondent appeared with Mr. Bauer before Judge Miller at the eviction hearing and apologized for his conduct.

405. By check dated September 2, 2008, Mr. Bauer paid Respondent \$2,500 to initiate and prosecute a Chapter 7 bankruptcy for him.

406. Respondent failed to communicate in writing to Mr. Bauer the basis or rate of his fee and did not have Mr. Bauer's informed consent to treat the \$2,500 as Respondent's own and earned upon receipt.

407. Apparently Respondent did not deposit the \$2,500 into his IOLTA account but treated it as his own.

408. According to Mr. Bauer, Respondent did some preliminary work, but failed to initiate a bankruptcy proceeding on Mr. Bauer's behalf even though he at some point told Mr. Bauer that he filed a Chapter 7 bankruptcy petition for Mr. Bauer.

409. Between the dates of September 10, 2008 and January 28, 2009, Mr. Bauer called Respondent 18 times. He left Respondent voicemail messages asking him to return his calls but Respondent failed to do so.

410. Mr. Bauer wrote to Respondent on February 3, 2009, and requested a refund of the \$2,500 he had paid him for the bankruptcy case as well as the \$750 he had paid Respondent for the eviction case. Mr. Bauer stated in his letter that he expected a check from Respondent for \$3,250 by February 17, 2009. Respondent provided neither an accounting nor a refund of the unearned portion of the fees that he had been paid in advance.

411. Given the scanty amount of legal services Respondent provided to Mr. Bauer the \$3,250 Respondent received was an excessive legal fee.

CHARGE XIV. (JAMIE L. FREYERMUTH)

412. On September 15, 2008, Ms. Jamie L. Freyermuth consulted Respondent for representation in a divorce action that would include support and child custody issues against her husband, Dustin A. Freyermuth.

413. Ms. Freyermuth retained Respondent and paid him \$200 as a down payment on the \$900 retainer Respondent requested.

414. By letter dated September 15, 2008, Respondent confirmed his representation of Ms. Freyermuth, the receipt of \$200, estimated the fees and costs involved, and stated that his fee would be charged at the rate of \$150 per hour until December 31, 2008.

415. On September 18, 2008, Ms. Freyermuth met with Respondent and paid the remainder of his retainer by check for \$700.

416. As Respondent did not have Ms. Freyermuth's informed consent, confirmed in writing, to treat the \$900 retainer as earned upon receipt, Respondent should have deposited the retainer into an IOLTA account and withdrawn it only as earned pursuant to former Rules of Professional Conduct 1.15(a), (e) and (g). Apparently, he did not do so.

417. In the DB-7 Letter the Respondent was asked to provide copies of his financial records establishing what he had done with the \$900; however, he did not comply.

418. On September 18, 2008, Respondent instructed Ms. Freyermuth to sign a verification in blank. Respondent intended to attach the verification to a complaint in divorce which he had not yet written.

419. From September 18, 2008 until November 12, 2008, Ms. Freyermuth called Respondent's office twelve times seeking information about the status of her case. Respondent failed to return any of her calls.

420. On November 12, 2008, Ms. Freyermuth had a 34 minute phone conversation with Respondent during which she discussed custody and support issues.

421. By letter to Mr. Freyermuth dated November 13, 2008, Respondent advised him of Respondent's representation of his wife and enclosed copies of proposed stipulations relating to custody and support for him to review with counsel.

422. From November 13, 2008 until January 5, 2009, Ms. Freyermuth called Respondent's office 8 times seeking information about the status of her case. Respondent did not return any of her calls.

423. On January 5, 2009, Ms. Freyermuth spoke to Respondent by phone for 6 minutes during which he promised to file for divorce.

424. Respondent had prepared a complaint in divorce which Respondent signed and dated January 5, 2009, however, Respondent did not file it at that time.

425. On January 9, 2009, Ms. Freyermuth spoke with Respondent for approximately 11 minutes about her case.

426. On January 19, 20, and 21, 2009, Ms. Freyermuth called Respondent's office in attempts to learn the status of her case. Respondent never returned those calls.

427. By letter to the Juniata Prothonotary dated January 22, 2009, Respondent enclosed the complaint in divorce he had drafted, signed and dated January 5, 2009, and a check in the amount of \$181 for the filing fee. Respondent attached to the complaint in divorce the verification that he had Ms. Freyermuth previously sign in blank. Ms. Freyermuth had not read the complaint and therefore could not verify the truthfulness of the averments contained therein.

428. In Paragraph 2 of the complaint in divorce, Respondent alleged that Ms. Freyermuth's current residence was 611 Washington Avenue, Mifflintown, PA 17059, which was correct at the time she gave Respondent that information. In paragraph 14 of the complaint Respondent incorrectly alleged that the Freyermuths' 3 year old son, Logan M. Freyermuth, resided with his father; actually, he resided with Ms. Freyermuth.

429. On January 23, 2009, Respondent sent an email to Ms. Freyermuth and provided her with a copy of his January 22, 2009 cover letter to the Prothonotary as well as the complaint in divorce. Respondent's email stated that he intended to promptly serve the complaint on her husband.

430. On January 26, 2009, the complaint in divorce, with Ms. Freyermuth's verification attached, was filed and docketed by the Juniata County Prothonotary.

431. At or about the end of January 2009, Respondent advised Ms. Freyermuth that he had received a time-stamped copy of the complaint from the Prothonotary for service on Mr. Freyermuth.

432. On or about February 4, 2009, Respondent drafted a letter to Mr. Freyermuth stating that he was enclosing a copy of the complaint in divorce for service

and also enclosing copies of stipulations for support and custody for him to review with his counsel.

433. On February 5, 2009, Respondent emailed Ms. Freyermuth and stated: "Attached is a retransmission of the documents we discussed. Please review, email (and, ideally, also call) upon receipt;" attached to his email were: an unsigned copy of Respondent's letter to Mr. Freyermuth dated February 4, 2009; an unexecuted stipulation for agreed order of custody; an unexecuted stipulation for agreed order of support; and, an unexecuted order dealing with an education program for separated parents.

434. Mr. Freyermuth never received Respondent's purported letter of February 4, 2009 nor any of its purported enclosures.

435. On February 12, 2009, Ms. Freyermuth emailed a response to Respondent's February 5 email and provided him with her current address of 3633 Sycamore Grove Road, Chambersburg, PA 17202, and current phone number of 717-994-4996. She asked why neither she nor her husband had received any paperwork addressing their divorce. She asked what the "holdup" was and stated she was getting very impatient and wanted immediate action. She asked Respondent to return her phone calls promptly. Finally, she asked Respondent to give this his "utmost attention" or she would retain other counsel. Respondent did not respond.

436. By email on February 28, 2009, Ms. Freyermuth told Respondent that she wanted him to contact her immediately to discuss the status of her case. She expressed her displeasure at Respondent's failure to provide guidance and requested that he call her promptly or return her retainer. Respondent did not respond.

437. By letter dated March 26, 2009, Ms. Freyermuth terminated Respondent's services and complained that he had not communicated with her since February 5. She demanded the return of unearned fees within 10 days and requested that all her files and paperwork be returned to her at her current address which she again provided.

438. While Respondent signed for the certified copy of Ms. Freyermuth's March 26, 2009 letter, he failed to provide her with an accounting of his services, refund the unearned portion of the \$900 retainer she had paid, or return her file and documents.

439. Ms. Freyermuth continued to call Respondent's office and left messages for him to return her calls but Respondent has failed to do so.

440. Despite being discharged by Ms. Freyermuth, Respondent has failed to withdraw his appearance.

CHARGE XV. (JOHN & ANNETTA KARAGIANNIS)

441. On or about September 10, 2008, Respondent was retained by John & Annetta Karagiannis to represent their interests as the debtor's landlord in the Chapter 11 bankruptcy of Ryans Room, Inc, d/b/a Cameron Street Café pending in the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Respondent was paid an initial retainer of \$3,000 by check dated September 11, 2008, which he negotiated on September 16, 2008.

442. By fee letter dated September 10, 2008, Respondent acknowledged receipt of the \$3,000 initial retainer and indicated his fee would be billed

at the hourly rate of \$200 until December 31, 2008, after which the rate might be increased.

443. Respondent did not have the Karagiannises' informed consent, confirmed in writing, to treat the \$3,000 retainer as earned upon receipt and should have deposited those funds in an IOLTA account and withdrawn them only as earned pursuant to former Rules of Professional Conduct 1.15(a)(e) and (g) [current Rules 1.15(b)(e)(i) and (m)].

444. It appears that Respondent did not deposit the \$3,000 retainer into an IOLTA account and withdraw the funds only as earned in that, despite Disciplinary Counsel's request in the DB-7 Letter that Respondent provide his financial records showing what he did with the \$3,000, he did not do so.

445. On September 16, 2008, Respondent entered his appearance in the bankruptcy case. However, Respondent took no action of record on behalf of the Karagiannises, provided them with no work product, sent them no billing statement, and gave them no indication that he had done anything on their behalf.

446. As a consequence of Respondent's apparent inaction, the Karagiannises retained Demetrios Tsarouhis, Esquire, who filed various motions with the bankruptcy court which led to a hearing scheduled for January 12, 2009.

447. As Respondent was counsel of record for the Karagiannises, counsel for the debtor sent Respondent notice of the January 12, 2009 hearing.

448. On January 12, 2009, without having any prior communication with the Karagiannises or Attorney Tsarouhis, Respondent appeared at the hearing.

449. At that time, Respondent was informed that he was no longer counsel for the Karagiannises and was instructed to return all the funds he had been paid.

450. Respondent stated that he would refund the \$3,000 within 7 to 10 days but did not do so.

451. When Respondent did not refund the Karagiannises' retainer of \$3,000, Attorney Tsarouhis followed up on their request for a refund by a letter and several calls, only one of which Respondent returned.

452. During that call with Attorney Tsarouhis, Respondent again stated he would return the funds but has since failed to do so or provide any accounting for whatever services he may have provided.

CHARGE XVI. (JANETTE R. LOUDON)

453. Since about mid-2007, Respondent has represented Janette R. Loudon in a series of three Chapter 13 Bankruptcy actions in the Middle District of Pennsylvania. In all three actions her primary goal was to keep her home, which was the subject of a mortgage foreclosure action by Orrstown Bank.

454. The first action was initiated on August 20, 2007.

455. Throughout the pendency of that action, Respondent failed to regularly keep Ms. Loudon advised of the status of her case or to respond promptly to her requests for information.

456. On May 12, 2008, the Trustee filed a Motion to Dismiss due to Ms. Loudon's failure to make timely plan payments. A hearing was scheduled for June 11, 2008.

457. When Ms. Loudon asked Respondent what she should do, he advised her to allow her case to be dismissed as he would promptly file another action.

458. As a result of taking Respondent's advice, Ms. Loudon did not attempt to bring her plan payments current, did not convert to a Chapter 7 and did not appear at the June 11, 2008 hearing. Her case was dismissed.

459. On August 18, 2008, Respondent filed Ms. Loudon's second Chapter 13 bankruptcy case. However, Respondent did not timely file many of the schedules or other required documents.

460. The following day, August 19, 2008, the Clerk issued a notice that the filing was deficient because it did not include a number of required documents.

461. Ms. Loudon met with Respondent at Isaacs in Mechanicsburg on a Sunday to sign papers in her second bankruptcy case, but Respondent failed to file them.

462. On October 3, 2008, Ms. Loudon's second Chapter 13 bankruptcy case was dismissed due to Respondent's failure to file the required documents.

463. On October 20, 2008, Respondent filed Ms. Loudon's third Chapter 13 bankruptcy case.

464. In Respondent's disclosure of attorney compensation he stated that he had agreed to accept \$3,326 for legal services, an amount he had neither disclosed to nor discussed with Ms. Loudon.

465. Included in the documents Respondent filed on October 20, 2008 was a motion to extend the automatic stay.

466. On October 28, 2008, Attorney David Allen Baric filed Orrstown Bank's answer to the motion for an extension of the stay.

467. On November 11, 2008, Attorney Baric filed an objection to Ms. Loudon's Chapter 13 plan.

468. On November 18, 2008, a hearing was held on the motion to extend the stay and the Court issued an order extending the stay subject to a stipulation to be filed by Orrstown Bank and Ms. Loudon.

469. On January 14, 2009, Attorney Baric filed a stipulation wherein Ms. Loudon agreed to pay all arrearages, to make her regular monthly payments, to escrow funds to pay taxes, and to provide proof of insurance. On January 15, 2009, the Court entered an order approving the stipulation and extended the automatic stay.

470. However, on January 27, 2009, Attorney Baric filed a certificate of default on behalf of Orrstown Bank because she failed to comply with the tax and insurance provisions of the stipulation. On January 28, 2009, the Court issued an order permitting Orrstown Bank to foreclose on its mortgage and move to Sheriff's Sale of Ms. Loudon's home.

471. On February 9, 2009, Respondent filed an objection to the default certificate and a motion for reconsideration of the Court's order claiming that Ms. Loudon could pay pursuant to the stipulation.

472. On February 24, 2009, the Court held a hearing on Orrstown Bank's certificate of default and Respondent's objection thereto. Respondent failed to appear on Ms. Loudon's behalf.

473. On February 25, 2009, the Court issued an order denying Respondent's motion for reconsideration and overruling his objection.

474. On March 4, 2009, Attorney Baric filed a petition for reassessment of damages in the York County mortgage foreclosure action alleging *inter-alia* that

because additional costs had been incurred since the property was first listed for Sheriff's Sale more than two years prior damages now amounted to \$143,870.05.

475. On March 13, 2009, the York County Court issued an order giving Ms. Loudon 20 days to answer the petition.

476. On March 17, 2009, Attorney Baric filed a notice of sale indicating that Ms. Loudon's home was scheduled for Sheriff's Sale on June 15, 2009.

477. On April 3, 2009, Ms. Loudon texted and emailed Respondent to remind him that it was the last day to file an answer to Orrstown Bank's petition.

478. At 9:45 p.m. on April 3, 2009, Ms. Loudon emailed Respondent and stated that she still had not heard from him and urged him to respond. Respondent did not respond.

479. At 8:50 a.m. on April 6, 2009, Ms. Loudon emailed Respondent and made an emotional appeal for information about her case. Respondent did not respond.

480. At 7:13 p.m. on April 6, 2009, Ms. Loudon emailed Respondent again and he did not respond.

481. At 5:15 p.m. on April 7, 2009, Ms. Loudon emailed Respondent and stated that she had received a letter from Attorney Baric giving her until April 23, 2009 to answer Orrstown Bank's petition and asked Respondent for a status report. Respondent did not respond.

482. On April 13, 2009, Ms. Loudon emailed Respondent this question: "Are you ever going to answer me?"

483. At 5:55 p.m. on April 13, 2009, Respondent emailed Ms. Loudon and advised her to fax or scan and email him anything she received from Orrstown Bank.

484. At 2:34 p.m. on April 21, 2009, Ms. Loudon emailed Respondent stating that she had been trying to reach him and that she was faxing information to him that day.

485. On April 21, 2009, Ms. Loudon sent Respondent two fax transmissions, one of which consisted of 16 pages dealing with Orrstown Bank's petition to reassess damages.

486. At 7:51 a.m. on April 22, 2009, Ms. Loudon emailed Respondent and pleaded with him to confirm that he had received her faxes. Respondent did not respond.

487. At 5:55 p.m. on April 22, 2009, Ms. Loudon emailed Respondent again. Respondent did not respond.

488. At 6:58 a.m. on April 23, 2009, Ms. Loudon emailed Respondent asking for information about her case.

489. At 9:20 a.m. on April 23, 2009, Ms. Loudon emailed Respondent and once again begged him for information about her case. Respondent did not respond.

490. At 2:57 p.m. on April 23, 2009, Ms. Loudon emailed Respondent and reminded him that the deadline had been reached. She implored him to respond. Respondent did not respond.

491. Respondent failed to file any answer to Orrstown Bank's petition or to give Ms. Loudon any advice or information regarding it.

492. At 9:27 a.m. on April 27, 2009, Ms. Loudon emailed Respondent and simply stated: "Still no response, huh?" Respondent did not respond.

493. At 1:43 p.m. on May 7, 2009, Ms. Loudon emailed Respondent and stated that she was being served papers from the Sheriff, asked why Respondent would not at least talk to her. Respondent did not respond.

494. At 1:49 p.m. on May 13, 2009, Ms. Loudon emailed Respondent and stated *inter-alia* that she had received her notice of Sheriff's Sale and wanted answers to her questions. Respondent did not respond.

495. In addition to the above emails, from March through May 2009, Ms. Loudon called Respondent numerous times attempting to inquire about the status of her case. Respondent failed to return any of her calls.

496. On June 12, 2009, Ms. Loudon emailed Respondent and stated that he was fired and that she had filed a complaint with the Disciplinary Board. Respondent promptly called her and she told him why she filed a complaint.

497. Ms. Loudon retained new counsel who succeeded in having the Sheriff's Sale scheduled for June 15, 2009 adjourned.

CHARGE XVII (CAROL & DOUGLAS PIEPER)

498. On October 10, 2008, Respondent met with Douglas & Carol Pieper at the West Shore YMCA and discussed possible personal bankruptcies for them.

499. Respondent met with the Piepers in their home in November and on December 10, 2008, they retained him to file bankruptcies for them. Mr. Pieper paid Respondent \$800 towards his legal fee and \$299 for the filing costs.

500. At the December 10, 2008 meeting, Respondent instructed the Piepers to gather information and relevant documents and return them to him so he could prepare the petitions.

501. On January 9, 2009, Respondent met with the Piepers at the West Shore YMCA and they provided him with the information and documentation he had requested. Respondent asked for further information and said he would meet with them again in two weeks.

502. Carol Pieper called Respondent several times to make an appointment but Respondent failed to return her calls.

503. By letter to Respondent dated March 6, 2009, Mr. Pieper complained that Respondent had not returned his wife's calls over the past three weeks, stated that he wanted to have another meeting with him before the bankruptcies were filed, complained that creditors were not getting their calls to Respondent returned and asked for an immediate reply. Respondent did not reply.

504. Only after the Piepers called and threatened to report Respondent to the PA Bar did he schedule a meeting with them.

505. On April 10, 2009, Respondent met with the Piepers and Carol Pieper wrote Respondent a check for \$800, the balance of his legal fees.

506. Respondent promised to file their bankruptcies by the following Wednesday, April 15, 2009, but he did not do so.

507. Despite further calls and emails from the Piepers, they have not heard from him since April 10, 2009.

508. Respondent never filed the bankruptcies.

509. By handwritten note to Respondent dated June 12, 2009, Carol Pieper threatened to file a complaint with the Bar Association if he did not provide her with certain information pertaining to her case. Respondent did not reply.

510. Also by handwritten note to Respondent dated June 12, 2009, Douglas Pieper asked for information about his case and told Respondent *inter-alia* that he was being hounded by creditors. Respondent did not reply.

511. On June 25, 2009, Carol Pieper spoke to Tasha Blake from Capitol Management Services representing Discover and was told by Ms. Blake that she had called Respondent on June 24, 2009, and was advised by him that he no longer represented the Piepers.

512. Respondent never told the Piepers that he no longer represented them nor did he refund the \$1,600 in legal fees and \$299 in costs that they had advanced him.

513. By certified letter dated July 10, 2009, the Piepers demanded the return of the \$1,899 they had paid Respondent by Wednesday, July 24, 2009, and that he deliver to Dorothy Mott, Esquire, all of the papers the Piepers had given to him. While Respondent signed for the letter on July 20, 2009, he did not comply with the Piepers' demands.

OTHER FINDINGS

514. Respondent testified on his own behalf.

515. Following his graduation from law school, Respondent went into practice with Patrick Lauer, Esquire, in Camp Hill, Pennsylvania.

516. During this time, in the late 1990s, Respondent spent excessive amounts of time playing computer games and started losing focus on his practice. (N.T. 149-151).

517. Respondent attempted a fresh start in 2002 when he worked for the firm of Saidis, Shuff, Flower & Lindsay in Carlisle. By the account of Mr. Shuff, who testified at the hearing, Respondent did very well at first.

518. Respondent could not give up his involvement with computer games, to the point where Mr. Shuff had to have a talk with Respondent. (N.T. 152, 154-155).

519. Respondent left the Saidis firm of his own accord and subsequently worked for Gates, Halbruner and Hatch in Lemoyne. This employment opportunity turned sour for Respondent, and his interest in computer and video games resurfaced. (N.T. 159) He was asked to leave the law firm in March of 2007.

520. Respondent began practicing law on his own, which he recognized was not a good situation, but hoped it would be temporary until he obtained employment at a new law firm. (N.T. 160). He was unable to find employment at a law firm.

521. Respondent's fixation on video and computer games continued unabated, and according to his testimony, became even worse. It was at this time that the disciplinary complaints started to be filed against him. (N.T. 161, 164)

522. Respondent went to Lawyers Concerned for Lawyers in approximately September 2007 for help with what he termed an "addiction." (N.T. 162)

523. Respondent did not provide expert testimony regarding his computer game issues.

524. At the time of the hearing, Respondent was working for a library and a tax preparation service.

525. Respondent testified at length about family problems he experienced throughout the years, including difficulties with his wife and son.

526. Respondent admitted that he should not be practicing law until such time as he can be sure he won't avoid his responsibilities by turning to computer games.

527. Respondent has no prior record of discipline.

III. CONCLUSIONS OF LAW

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

1. RPC 1.1 – A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation. (Charges II and IV – XVII)

2. RPC 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client. (Charges I – XVII)

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

4. RPC 1.4(a)(4) – A lawyer shall promptly comply with reasonable requests for information. (Charges I – XIV, XVI, XVII)

5. RPC 1.4(b) – A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation. (Charges III, IX, XVI)

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

7. RPC 1.5(b) – When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation. (Charges IX, X, XIII)

8. RPC 1.15(b) – 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. (Charges XIV and XV)

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

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

11. RPC 1.15(m) – All Qualified Funds which are not Fiduciary Funds shall be placed in an IOLTA Account. (Charges X, XIV, XV)

12. RPC 1.16(d) – Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interests, such as giving reasonable notice to the client, allowing time for employment of other counsel,

surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law. (Charges XI – XV)

13. RPC 3.3(a)(1) – A lawyer shall not knowingly make a false statement of material fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer. (Charge II)

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

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

IV. DISCUSSION

This case is before the Board for consideration of a lengthy petition for discipline alleging that Respondent engaged in professional misconduct in seventeen client matters. The evidence presented at Respondent's hearing, including Respondent's answer to the petition, amply supports our conclusion that Respondent violated the Rules of Professional Conduct in all seventeen matters, as alleged by the Office of Disciplinary Counsel in its complaint.

Respondent's first broad area of misconduct amounted to a general neglect of his clients. He failed to proceed with diligence and promptness, failed to keep his clients reasonably informed about the status of their cases, failed to promptly comply with reasonable requests for information, failed to take steps to protect his

clients' interests by surrendering papers and property to which the clients were entitled and failed to provide competent representation to his clients.

Respondent's second broad area of misconduct related to his treatment and handling of legal fees. In several cases he failed to provide an accounting of fees he had been paid in advance, failed to deposit fees and expenses that had been paid in advance into a Trust Account, failed to provide written fee agreements or tell the basis of his fees, and failed to refund unearned fees.

In a single instance detailed in Charge II *supra* Respondent filed a complaint in divorce in which he knowingly alleged a false date of separation.

Finally, in three matters Respondent engaged in conduct that was prejudicial to the administration of justice (Charges II, IX, XII).

Respondent's serial Rules violations were committed from 2007 through 2009 while he attempted to operate as a solo practitioner. Prior to that time Respondent practiced in a firm setting where he had the benefit of some supervision and staff support.

The record convincingly demonstrates that Respondent was a competent and productive lawyer, highly respected by his peers, for much of his career. Nevertheless, Respondent reacted to the pressures of practice as well as the pressures of a troubled home life by retreating into a world of computer and video games even when he was employed by others.

Respondent testified that when he experienced problems he lost focus on his legal work and diverted his attention to electronic recreation.

Respondent's escapism led to his loss of employment which in turn caused him to open his own practice in 2007. Respondent testified that when

attempting to conduct his own law practice he sought refuge from his problems by playing video and computer games with an even greater intensity. He described himself as "addicted" to the games.

Respondent candidly admitted at his disciplinary hearing that his problems prevent him from meeting his professional responsibilities. He recognized that he needs time away from the practice of law to address and resolve his personal issues. As the Hearing Committee noted, and the record supports, Respondent's failure to fulfill his obligations to his clients resulted from his serious personal problems rather than arrogance or contempt for the legal system.

After carefully reviewing the record and the Hearing Committee's findings, including its recommendation of a five year suspension, we believe that the appropriate penalty for Respondent's misconduct is a three year suspension from the practice of law. While we are mindful that this matter involved seventeen separate cases of client neglect we note that upon close inspection most of the cases standing alone did not involve serious misconduct. When we considered all of the circumstances including Respondent's admissions of misconduct, recognition of his need to be suspended, commitment to address his underlying problems, remorse for his misconduct, lack of prior discipline and past history of being a competent lawyer we believe that a three year suspension will accomplish the goals of our disciplinary system. We note further that precedent supports our recommendation. In *Office of Disciplinary Counsel v. McCormack*, 59 DB 2002, 885 Disciplinary Docket No. 3 (Pa. Feb. 18, 2004) the Court imposed a three year suspension on a Respondent who like Respondent here was found to have neglected multiple client matters.

It is the Board's opinion that a three year suspension from the practice of law reflects the serious nature of Respondent's violations. This suspension will provide him the time to regain the skills and competence he demonstrated in his earlier years of practice.

Accordingly, the Board respectfully recommends that Respondent be suspended from the practice of law for three years.

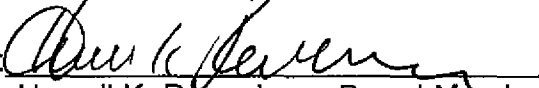
V. RECOMMENDATION

The Disciplinary Board of the Supreme Court of Pennsylvania recommends that the Respondent, Matthew J. Eshelman, be Suspended from the practice of law for a period of three years.

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

Respectfully submitted,

THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

By: 
Howell K. Rosenberg, Board Member

Date: April 15, 2001

Board Member Momjian dissented and would recommend a five year suspension.

Board Member Baer did not participate in the adjudication.