

IN THE SUPREME COURT OF PENNSYLVANIA

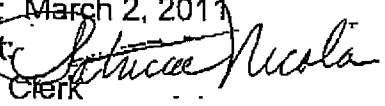
OFFICE OF DISCIPLINARY COUNSEL, : No. 1699 Disciplinary Docket No. 3
Petitioner :
: No. 241 DB 2010
v. :
: Attorney Registration No. 92578
RICHARD HALLOCK, :
Respondent : (Lackawanna County)

ORDER

PER CURIAM:

AND NOW, this 2nd day of March, 2011, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated January 3, 2011, the Joint Petition in Support of Discipline on Consent is hereby granted pursuant to Rule 215(g), Pa.R.D.E., and it is

ORDERED that Richard Hallock is suspended on consent 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.

A True Copy Patricia Nicola
As of: March 2, 2011
Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

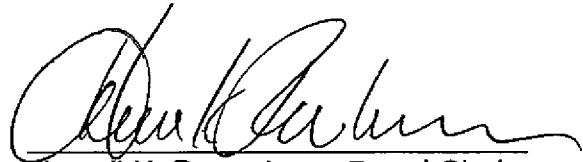
OFFICE OF DISCIPLINARY COUNSEL	:	No. 241 DB 2010
Petitioner	:	
v.	:	Attorney Registration No. 92578
RICHARD HALLOCK	:	
Respondent	:	(Lackawanna County)

RECOMMENDATION OF THREE-MEMBER PANEL
OF THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

The Three-Member Panel of the Disciplinary Board of the Supreme Court of Pennsylvania, consisting of Board Members Howell K. Rosenberg, Carl D. Buchholz, III, and Albert Momjian, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on November 30, 2010.

The Panel approves the Joint Petition consenting to a three year suspension and recommends to the Supreme Court of Pennsylvania that the attached Petition be Granted.

The Panel further recommends that any necessary expenses incurred in the investigation and prosecution of this matter shall be paid by the respondent-attorney as a condition to the grant of the Petition.



Howell K. Rosenberg, Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: January 3, 2011

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

OFFICE OF DISCIPLINARY COUNSEL,	:	No. <i>241</i> DB 2010
Petitioner	:	
v.	:	ODC File Nos. C3-09-760
	:	C3-10-105
	:	C3-10-679
RICHARD HALLOCK,	:	Attorney Registration
Respondent	:	No. 92578
	:	
	:	(Lackawanna County)

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

Petitioners, Office of Disciplinary Counsel ("ODC"), by Paul J. Killion, Chief Disciplinary Counsel, and John Francis Dougherty, Disciplinary Counsel, and Richard Hallock, Esquire (Mr. Hallock), respectfully petition this Honorable Board in support of discipline on consent for a three-year suspension, pursuant to Pennsylvania Rule of Disciplinary Enforcement ("Pa.R.D.E.") 215(d), et. seq., and in support thereof state:

1. ODC, whose principal office is located at PA Judicial Center, 601 Commonwealth Ave., Suite 2700, PO 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

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professional 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. Mr. Hallock was born in 1976, admitted to the practice of law in this Commonwealth on June 21, 2004, has Attorney Registration Number 92578, and a Registered Address of 108 N. Washington Ave. Fl.12, Scranton, PA 18503. Mr. Hallock is presently on Active Status. He is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

3. Mr. Hallock's affidavit stating, inter alia, his consent to the recommended discipline of a three-year suspension is attached hereto as Exhibit "A."

SPECIFIC FACTUAL ALLEGATIONS ADMITTED:

Walter Stocki and Related Matters (Files C3-09-760 & C3-10-679):

4. On June 6, 2008, Mr. Hallock represented Walter Stocki at a closing on the purchase of 10 Berger Street, Old Forge, PA from SRC 2005 LLC for the consideration of \$125,000. Mr. Hallock was the settlement agent.

5. The HUD-1 Settlement Statement reflects that Mr. Stocki was to produce \$104,589.72 at the closing. However, Mr. Hallock requested that Mr. Stocki produce \$109,000 at the closing, which he did, with any excess over that required for the closing to be immediately returned to Mr. Stocki.

6. On June 13, 2008, Mr. Hallock deposited Mr. Stocki's check for \$109,000 into Hallock's PNC Bank IOLTA account No. 90-1238-8385 (IOLTA Account).

7. From the closing, Mr. Hallock was due a total of \$756.25 which was the total from his attorney fees for representing Mr. Stocki, his fee for a title search, and his commission for writing the title policy. This was the only amount to be paid to or on behalf of Mr. Hallock from the \$109,000.

8. Mr. Hallock had no actual or implied authority to personally use any of the Stocki settlement proceeds, other than the \$756.25 he was due relative to the title search and the title policy.

9. In June and July, 2008, Mr. Hallock appropriately paid out a total of \$91,039.38 from the IOLTA Account that he had escrowed from the closing. After these payments, Mr. Hallock was entrusted with a balance of \$17,961.02 from the \$109,000 he received.

10. From the \$17,961.02, Mr. Hallock was to pay a total of \$12,608.97 for 2008 real estate taxes due the City of Old Forge and due Lackawanna County.

11. In June, July, August, and September, 2008, in 15 separate transactions, all but one of which were in even dollar amounts, by checks on the IOLTA Account payable to himself, Mr. Hallock misappropriated \$16,244.40 of the funds he was holding payable to or on behalf of Mr. Stocki, leaving a balance of \$1,715.62 in Stocki funds in the IOLTA Account.

12. The \$12,608.97 due for taxes was never paid by Mr. Hallock, and remained a lien on the property purchased by Mr. Stocki.

13. In March 2009, Mr. Stocki received notice that the taxes due on the property he had purchased were delinquent. Mr. Stocki retained Attorney Dempsey and

by letter of April 2, 2009, he forwarded to Mr. Hallock a copy of the HUD-1 from the Stocki settlement and requested that Mr. Hallock provide, as reflected on the HUD-1: a copy of the title policy; copies of the checks issued for the payment of the taxes due to the Borough of Old Forge and Lackawanna County; and, a check for \$4,410.28 representing the difference between the total obligations on the settlement sheet as due from Mr. Stocki and the \$109,000 he had given Mr. Hallock.

14. By letter of April 21, 2009, Mr. Hallock misrepresented to Attorney Dempsey that he would provide a copy of the title policy from the Stocki closing as soon as he retrieved it from storage, which would take a few weeks, and that he had sent Mr. Stocki a copy of the policy. No policy existed.

15. In his letter of April 21, 2009, Mr. Hallock acknowledged that he had not paid the taxes due to the Borough of Old Forge and contended that he was to try to have them abated because of a fire prior to the closing, and that he was waiting for Mr. Stocki to provide a demolition permit for the property. Mr. Hallock also contended that the \$4,410.28 in extra proceeds he had requested from Mr. Stocki at the time of the closing were to be fees for Mr. Hallock doing this work.

16. Mr. Hallock and Mr. Stocki had never agreed that Mr. Hallock would seek an abatement of the taxes due to the Borough of Old Forge. Mr. Hallock had done nothing to attempt to get the taxes abated and his representations to Attorney Dempsey that he had been retained in that regard were not true.

17. By letter of April 24, 2009, Attorney Dempsey requested of Mr. Hallock that he provide itemized statements, and any related billings, for each and every item of legal work that Mr. Hallock had done for Mr. Stocki that related to the \$4,410.28. Since

Mr. Hallock had acknowledged that he had never paid the taxes, Attorney Dempsey demanded that Mr. Hallock pay those funds over to him to hold in Attorney Dempsey's escrow account.

18. By a fax of May 26, 2009, to Attorney Dempsey, Mr. Hallock contended that since the taxes due were reflected on the HUD-1 he could not release those funds without a court order so directing, as otherwise he might have to personally pay the taxes.

19. In a June 9, 2009 conversation with Mr. Hallock, Attorney Dempsey requested that he provide proof of the deposit and maintenance of the Stocki settlement proceeds in his trust account.

20. By letter of June 14, 2009, to Attorney Dempsey, Mr. Hallock stated that he did not know if he had any obligation to provide Attorney Dempsey with records for his IOLTA Account. Mr. Hallock misrepresented that he had the funds available to immediately pay the taxes due, but that he would not do so until shown a court order that the taxes had been abated.

21. By letter of August 8, 2009, Attorney Dempsey advised Mr. Hallock that Mr. Hallock had failed to pay over the \$4,410.28 he was to be holding for Mr. Stocki, failed to produce billings or other information reflecting any legitimate charges made against the \$4,410.28, and failed to remit all funds in his possession to Mr. Stocki.

22. Penn Title Insurance Company (Penn Title) was due \$227.50 from Mr. Hallock for issuing a title policy on the property purchased by Mr. Stocki. Mr. Hallock never remitted this amount to Penn Title, or the related paperwork, and no title policy was issued by Penn Title.

23. On November 19, 2009, Detective Bauer of the Lackawanna County District Attorney's Office initiated an investigation of Mr. Hallock's handling of the proceeds from the Stocki closing. Detective Bauer determined that Mr. Hallock intended to make restitution of \$12,000 of the \$16,410.28 that he then owed Mr. Stocki.

24. The \$12,000 in restitution to Mr. Stocki was subsequently made by Mr. Hallock from funds he borrowed from his father.

25. On December 8, 2009, Mr. Hallock was charged in Lackawanna County, in Commonwealth of Pennsylvania v. Richard Hallock, No. CP-35-CR-3217-2009, with Receiving Stolen Property, 18 §3925 §§A, an F3, and with Theft by Unlawful Taking – Moveable Property, 18 §3921 §§A, an F3, relative to his misuses of the Stocki funds.

26. On February 2, 2010, Mr. Hallock filed a Chapter 13 bankruptcy. On Schedule C, Property Claimed as Exempt, he listed \$489.00 as funds held in his IOLTA account at PNC Bank. On Schedule F, Creditors Holding Unsecured Nonpriority Claims, Mr. Hallock listed as non-dischargeable \$4,400 in disputed legal services as relates to Mr. Stocki.

27. In his Bankruptcy Petition; Mr. Hallock listed assets of \$414,386.71 and liabilities of \$321,395.53. Liabilities included \$29,500.11 owed for back income taxes.

28. On February 24, 2010, Mr. Hallock entered a plea of guilty to the charge of Receiving Stolen Property.

29. On May 11, 2010, the charge of Theft by Unlawful Taking – Moveable Property was *nolle prossed*.

30. On May 11, 2010, Mr. Hallock was sentenced to an Intermediate Sentence of three years, which was suspended, and to serve six months of House Arrest. Mr. Hallock was also to make restitution of \$4,410.28 to Walter Stocki, the difference between the total closing costs of \$104,589.72 and the \$109,000.00 Mr. Stocki produced at the June 2008 closing, as directed by Mr. Hallock.

31. To date, Mr. Hallock has made less than \$100 in payments on the restitution owed to Mr. Stocki.

32. As a result of the Stocki problems, Penn Title audited their records as relates to Mr. Hallock being an agent for Penn Title and discovered problems with other transactions. By letter of June 12, 2009, they had demanded search fees of: a total of \$394.00 due relative to the Stocki transaction; and, \$89.00 due from a closing for Shelia M. Layo. Penn Title also demanded policy premiums due of \$227.50 for Stocki, \$617.50 for Layo, and \$35.00 for Rhea Yankowski. These funds have never been paid over by Mr. Hallock.

33. Penn Title made demand of Mr. Hallock that he conclude matters for which he acted as an agent for Penn Title, which matters included those involving: a Ludolph, Policy No. E12206; a Farrell, Policy No. 1176092; and, a Premier Equity, Policy No. 1355402. Mr. Hallock made no response to this demand.

34. Penn Title audited other closings from which Penn Title was due funds and paperwork from Mr. Hallock, and determined Hallock owed: \$670.50 from a closing for Sheila M. Layo (Layo); and, \$35.00 from a closing involving Rhea Yankowski. None of these obligations were paid by Mr. Hallock.

35. At an August 20, 2008 closing, at which Mr. Hallock was the settlement agent, Mr. Hallock represented Layo as the buyer of real estate in Scranton, PA from Mountainside Commons, LLC. Mr. Hallock received \$258,750 at the closing and deposited that amount to his IOLTA Account. Peoples Bank was Layo's mortgagee. As an agent for Penn Title, Mr. Hallock had secured commitments from Penn Title for owner's and lender's policies of title insurance. Mr. Hallock never advised Penn Title of the closing and the policy commitments expired.

36. From the \$258,750, Mr. Hallock was to pay recording fees for the deed and the mortgage, and \$11,500 in real estate transfer taxes.

37. Records for the IOLTA Account reflect that the \$11,500 Mr. Hallock should have been holding for the real estate transfer taxes due on the Layo conveyance was converted by Mr. Hallock, primarily by checks in varying amounts made payable to himself. As a result, Mr. Hallock did not record the deed and the mortgage.

38. Peoples Bank was unsuccessful in attempts to obtain a copy of the lenders policy, and related materials, that Mr. Hallock was to have secured or generated, at or about the time of the Layo closing, as an agent for Penn Title.

39. In mid-2009, Peoples Bank contacted Penn Title and contended that the Layo transaction had not closed, even though Peoples Bank had provided the financing.

40. Penn Title was unsuccessful in obtaining any records from Mr. Hallock.

41. Penn Title determined that no deed or mortgage had been recorded by Mr. Hallock.

42. In March 2010, Penn Title filed suit against Mr. Hallock relative to, *inter alia*, his failures to fulfill financial obligations and other duties relative to the Stocki, Layo, and other transactions.

43. As of November 9, 2010, the deed and mortgage Mr. Hallock was to have filed in August 2008 for the Layo transaction remained unrecorded, all to the continued prejudice of the parties involved in that transaction.

Angeline Ciliberto Estate (File C3-10-105):

44. On September 28, 2005, Angeline Ciliberto died testate in Lackawanna County, PA with her principal asset being a divided interest in real estate in Old Forge, PA.

45. In or about June 2006, Mr. Hallock began to represent Anthony and Lorraine Ferraro and in August 2006 caused Letters Testamentary to be issued to them as co-executors of the Angeline Ciliberto Estate (Estate).

46. By notice of August 7, 2006, the Pennsylvania Department of Welfare (DPW) notified Ernest Preate, Esquire, who was initially counsel for the Estate, of their lien of \$111,275.77 against the Estate for assistance DPW had provided to or on behalf of Angeline Ciliberto. Mr. Preate negotiated the DPW lien to \$30,000 and then referred the estate to Mr. Hallock, who was then renting office space from Attorney Preate. Mr. Hallock was made aware of the compromise of the DPW lien, and that the lien was to be paid from the net value of the estate.

47. On October 31, 2006, closing was held on the real estate in which the Estate had an interest.

48. On November 15, 2006, Mr. Hallock deposited \$538.36 to the IOLTA Account as proceeds from decedent's checking account and a \$500 down payment on the real estate.

49. Subsequent to the closing, Mr. Hallock received from the settlement agent checks for \$21,767.97 and \$9,936.58 as the proceeds due the Estate. This total of \$31,704.55 was deposited to the IOLTA Account on November 24, 2006. As of November 24, 2006, Mr. Hallock was holding a total of \$32,242.91 in the IOLTA Account for the Estate. This was the total of the funds he ever received for the Estate.

50. In November, 2006, Mr. Hallock filed a Transfer Inheritance Tax Return on which he noted the \$111,275.77 lien of DPW.

51. In December 2006, Mr. Hallock paid out a total of \$14,038.91 for the Estate, leaving a balance of \$18,204 in Estate funds in the IOLTA Account. Included in the payments were the total fee due Mr. Hallock and the total commissions due to the personal representatives.

52. The \$18,204 in Estate funds remaining in the IOLTA Account after the December 2006 disbursements by Mr. Hallock was the net amount in the Estate, after reasonable administration expenses, that were available to pay the DPW lien.

53. On December 5, 2006, Mr. Hallock telephoned DPW and advised that there was only \$18,204 remaining in the Estate for the DPW lien, and that the attorney representing the other party having an interest in the real estate that was sold, was holding \$11,500 in escrow. Mr. Hallock advised DPW that these sums would result in a payment on the lien of \$29,704.

54. Records for the IOLTA Account reflect no payment has ever been made to DPW on the lien against the Estate.

53. On June 10, 2008, the balance in the IOLTA Account was \$375.95, or \$17,828.84 less than Mr. Hallock should have been holding for the Estate alone. On December 4, 2008, the IOLTA Account was over-drafted by \$79.50, reflecting that Mr. Hallock had misappropriated the entire \$18,204.79 due DPW from the Estate.

55. In November 2007, DPW requested status reports from Mr. Hallock.

56. On November 16, 2007, Mr. Hallock left a voice-mail with DPW that he thought the lien matter had been resolved.

57. On November 29, 2007, Mr. Hallock called DPW and stated that he would go over his file and provide a copy of the cancelled check for payment of the lien. At this time, Mr. Hallock knew that no cancelled check existed.

58. On December 10, 2007, DPW called Mr. Hallock and he advised that he could not find the cancelled check that he would contact the personal representatives to see if they had sent the check. These were misrepresentations as Mr. Hallock knew the personal representatives never possessed the funds due to DPW and that Mr. Hallock had possessed those funds.

59. On December 14, 2007, DPW sent Mr. Hallock a letter requesting that he provide DPW with a copy of the front and back sides of the check sent to DPW.

60. On February 26, 2008, DPW again left a voice-mail requesting a copy of the front and back of the cancelled check. On this date, DPW also sent a letter to Mr. Hallock again requesting a copy of the front and back of the cancelled check.

61. In February 2008, DPW determined that an employee had mistakenly sent Mr. Hallock a letter that DPW had received \$30,000 in satisfaction of the lien.

62. On February 27, 2008, Mr. Hallock called DPW and related that his account records did not reflect payment of the DPW lien. He misrepresented that the lien must have been paid from the sale of the house. Mr. Hallock was told that he still needed to provide a copy of the front and back of the negotiated check. Mr. Hallock asked what would happen if he could not find the cancelled check and DPW responded that the money would still be due to DPW, and that there had to be a trail somewhere of the cancelled check.

63. In March 2008, Mr. Hallock did not respond to correspondence from DPW.

64. On September 9, 2008, DPW sent an assessment letter to Mr. Hallock that civil penalties would be levied relative to that owed DPW from the Estate.

65. On September 15, 2008, Mr. Hallock called DPW and stated that he could not find the check to DPW but that he would check in another folder. DPW told him that they still needed a copy of the settlement sheet from the sale of the real estate and the date that the Estate was closed. DPW told Mr. Hallock that the letter to him that the \$30,000 had been received by DPW was sent in error.

66. On October 10, 2008, DPW received paperwork from Mr. Hallock acknowledging that DPW was owed \$29,704.00.

67. On October 17, 2008, Mr. Hallock called DPW and related that he was going to contact the co-executors and ask them where the \$29,704.00 is.

68. On December 29, 2008, Mr. Hallock advised DPW that the Estate was closed.

69. In 2009, DPW continued in the attempts to get Mr. Hallock to provide proof that the DPW lien had been paid.

70. By letter of December 8, 2009, to DPW, Mr. Hallock, fully knowing that he had paid no funds to DPW, and having acknowledged to DPW that he knew the letter stating that he had paid \$30,000 was erroneous, stated:

I received your letter dated November 18, 2009 written by Theodore Dallas and I am writing this letter in response to that letter. On August 16, 2006, my office received the enclosed letter, which acknowledges receipt of \$30,000.00 from the above-mentioned estate [Angeline Ciliberto] and made all disbursements according to the will. I would respectfully request that any and all liens not be assessed against my clients and would like the opportunity to oppose such liens. Please contact my office to discuss the next appropriate steps in resolving this ongoing matter. I look forward to hearing from you.

71. On January 10, 2010, DPW issued a Notice of Assessment Liability to Anthony and Lorraine Ferraro, the co-executors of the Estate, assessing \$42,882.51 against them.

72. As of November 9, 2010, the Estate obligation to DPW remains unpaid. As noted above, Mr. Hallock has misappropriated the entire Estate funds he had in his possession in December 2006 for payment of this lien.

The above conduct is in violation of the following Rules or Professional Conduct or the Rules of Disciplinary Enforcement:

Rule 1.3 Diligence

A lawyer shall act with reasonable diligence and promptness in representing a client.

Rule 1.4 Communication

(a) A lawyer shall:

(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) keep the client reasonably informed about the status of the matter; and

(4) promptly comply with reasonable requests for information.

Rule 1.15 Safekeeping Property

(10) Rule 1.15 Funds. Rule 1.15 Funds are funds which the lawyer receives from a client or third person in connection with a client-lawyer relationship, or as an escrow agent, settlement agent or representative payee, or as a Fiduciary, or receives as an agent, having been designated as such by a client or having been so selected as a result of a client-lawyer relationship or the lawyer's status as such.

(11) Trust Account. A Trust Account is an account in an Eligible Institution in which a lawyer holds Rule 1.15 Funds. A Trust Account must be maintained either as an IOLTA Account or as a Non-IOLTA Account.

(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.

(c) Complete records of the receipt, maintenance and disposition of Rule 1.15 Funds and property shall be preserved for a period of five years after termination of the client-lawyer or Fiduciary relationship or after distribution or disposition of the property, whichever is later. A lawyer shall maintain the following books and records for each Trust Account and for any other account in which Fiduciary Funds are held pursuant to Rule 1.15(l):

(1) all transaction records provided to the lawyer by the Financial Institution or other investment entity, such as periodic statements, cancelled checks, deposited items and records of electronic transactions;

and (2) check register or separately maintained ledger, which shall include the payee, date and amount of each check, withdrawal and transfer, the payor, date, and amount of each deposit, and the matter involved for each transaction.

(3) The records required by this rule may be maintained in electronic or hard copy form. If records are kept only in electronic form, then such records shall be backed up at least monthly on a separate electronic storage device.

(d) Upon receiving Rule 1.15 Funds or property which are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law.

Notification of receipt of Fiduciary Funds or property to clients or other persons with a beneficial interest in such Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of confidentiality and notice applicable to the Fiduciary entrustment.

(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; Provided, however, that the delivery, accounting and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment.

Rule 4.1 Truthfulness in Statements to Others

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person.

Rule 8.4 Misconduct

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; or
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

Rule of Disciplinary Enforcement 203, which provides that a conviction of a crime shall be grounds for disciplinary action.

RECOMMENDATION FOR A THREE-YEAR SUSPENSION

The preceding agreed to facts, and the clearly supported and agreed to violations of the above Rule of Disciplinary Enforcement and Rules of Professional Conduct, establish that Mr. Hallock engaged in criminal acts and other misconduct that warrant the imposition of discipline. The parties hereto agree that the misconduct warrants a three-year suspension.

In determining the appropriate measure of discipline, precedent must be examined to measure the Respondent's misconduct against other similar matters. In re Anonymous No. 56 DB 1994, 28 Pa.D.&C.4th 398(1995). Any aggravating and mitigating factors are also to be considered. In re Anonymous No. 35 DB 1988, 8 Pa. D.&C.4th 344(1990).

The following are disciplinary cases most analogous to the facts, circumstances and rule violations in this matter. In Office of Disciplinary Counsel v. Gniewek¹, 171 DB 2008 (2009), Mr. Gniewek was retained to represent a party in the administration of an estate and trust. In September 2006, real estate was sold and from the proceeds Mr. Gniewek held \$60,000 in his IOLTA account, which was to be distributed after certain

¹ Available at <http://www.pacourts.us/OpPosting/disciplinaryboard/dboardopinions/171DB2008-Gniewek.pdf>

contingencies occurred. Mr. Gniewek misappropriated the entire \$60,000 for personal purposes. In May 2007 he returned \$30,000 of the funds to his IOLTA account from accounts of him and his wife. In March 2008, Mr. Gniewek borrowed funds from his mother and paid the balance of the restitution due.

Mr. Gniewek violated : RPC 1.4(a)(b) for his failure to communicate as required; RPC 1.15(a)(b) for his failures to properly maintain the \$60,000 in trust, and his failures to deliver the funds when they became payable; and, 8.4(c) for his having engaged in conduct involving fraud, dishonesty, deceit or misrepresentation. Mr. Gniewek consented to a three-year suspension, which was imposed by an Order of April 21, 2009.

Mr. Hallock's misconduct was, in substantial part, similar to that of Mr. Gniewek. However, Mr. Hallock's conduct involved several clients' matters spanning a number of years, that involved additional violations, and relative to which restitution is still owed. Mr. Gniewek made restitution by substantial loans from his mother, and the resources of his wife, while Mr. Gniewek is unmarried and his father provided all that he could.

In *Office of Disciplinary Counsel v. Daniel Zeigler*², 49 DB 2005 (2006), Mr. Zeigler was found to have violated RPC 1.15(a)(d) and 8.4(c) for his commingling and misappropriations of trust funds. Mr. Zeigler represented the personal representative of an estate and held the funds relative to the administration of the estate, which funds totaled approximately \$30,000, in his office account. He made some appropriate distributions but after a transfer of \$11,000 to his IOLTA account, the office account was deficient approximately \$14,000 because of his misappropriation of estate funds. Mr.

² Available at <http://www.pacourts.us/OpPosting/disciplinaryboard/dbboardopinions/49DB2005-Zeigler.pdf>

Zeigler also engaged in other misconduct by utilizing funds of a client to make restitution to a prior client.

As the Disciplinary Board noted in the Zeigler case:

An attorney's role as a fiduciary requires the highest standards of professional conduct. Office of Disciplinary Counsel v. Lewis, 426 A.2d 1138 (Pa. 1981). The mishandling of fiduciary funds requires some form of public discipline. In the recent matter of Office of Disciplinary Counsel v. Harmon, 970 Disciplinary Docket No. 3 (Pa. Dec. 13, 2004), the attorney therein commingled trust funds with her own funds, used client funds to pay personal bills, and utilized entrusted funds of a client to pay prior clients whose funds had been improperly used by the attorney. This attorney failed to appear for the disciplinary hearing. The attorney was suspended for three years by order of the Supreme Court of Pennsylvania. In recommending a three year suspension to the Court in the Harmon case, the Board noted the following cases: Office of Disciplinary Counsel v. Foti, 835 Disciplinary Docket No. 3 (Pa. July 24, 2003), in which an attorney with no record of discipline and who presented mitigation was suspended for three years for having converted \$33,000 in fiduciary funds and for failing to timely pay over settlement proceeds to a client; Office of Disciplinary Counsel v. Olshock, 862 Disciplinary Docket No. 3 (Pa. Oct. 24, 2003), in which the attorney was suspended for three years for having converted \$18,000 from an estate; and, the case of In re Anonymous No. 115 DB 97, 564 Disciplinary Docket No. 3 (Pa. March 23, 2000), in which an attorney who had no prior history of discipline but who had commingled and converted client funds over a period of time was suspended for three years.

Board Report and Recommendation, at pp 14-15.

By Order of June 14, 2006, Mr. Zeigler was suspended for three years. The

Zeigler case is analogous to that of Mr. Hallock in that Mr. Zeigler engaged in multiple acts of misappropriation of funds from numerous clients over a period of several years, with failures to properly communicate and related misrepresentations.

The particular facts and circumstances relative to Mr. Hallock's misconduct, and precedent in similar cases, warrant the imposition of a suspension for three years. Mr. Hallock understands that a suspension of three years will, pursuant to Rule 218(a)(1), Pa.R.D.E., require a formal reinstatement proceeding. Mr. Hallock has conferred with, but not retained, counsel relative to this Consent Petition. Mr. Hallock's *Affidavit Under Rule 215(d), Pa.R.D.E.* is attached hereto as Exhibit "A".

WHEREFORE, Joint Petitioners respectfully ask that your Honorable Board:

- a. Approve this Petition; and
- b. File this Petition and a recommendation for a three-year suspension with the Supreme Court of Pennsylvania.

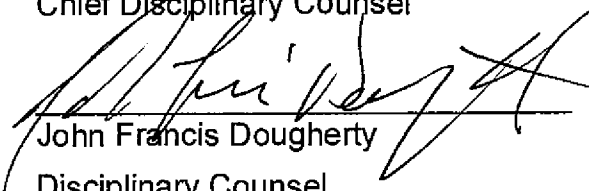
Respectfully Submitted,

OFFICE OF DISCIPLINARY COUNSEL

Paul J. Killion

Chief Disciplinary Counsel

By:


John Francis Dougherty

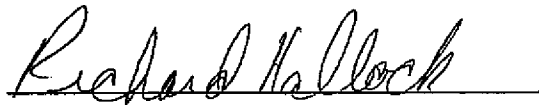
Disciplinary Counsel

Attorney Registration Number 52684

100 Pine Street, Suite 400

Harrisburg, PA 17101

717-772-8572

A handwritten signature in cursive script, reading "Richard Hallock", is written over a solid horizontal line.

Richard Hallock

Attorney Reg. No. 92578

108 North Washington Ave. FL 12

Scranton, PA 18503

570-343-4990

Dated: November 23, 2010

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

OFFICE OF DISCIPLINARY COUNSEL,	:	No.	DB 2010
Petitioner	:		
vs.	:	ODC File Nos.	C3-09-760
	:		C3-10-105
	:		C3-10-679
RICHARD HALLOCK,	:	Attorney Registration	
Respondent	:	No. 92578	
	:		
	:	(Lackawanna County)	

AFFIDAVIT UNDER RULE 215(d), Pa.R.D.E.

Richard Hallock submits this affidavit consenting to the recommendation of a three year suspension in conformity with Pa.R.D.E. 215(d), and further states as follows:

1. He is an attorney in the Commonwealth of Pennsylvania, having been admitted to the Bar on June 21, 2004, and having been assigned Attorney Registration No. 92578.

2. He desires to submit a *Joint Petition in Support of Discipline on Consent pursuant to Pa. R.D.E. 215(d), et. seq.* requesting that the Supreme Court of Pennsylvania impose a three year suspension.

EXHIBIT "A"

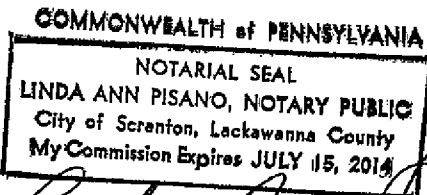
3. His consent is freely and voluntarily rendered, he is not being subjected to coercion or duress, and he is fully aware of the implications of submitting this affidavit. he has conferred with, but not retained, counsel regarding this matter.

4. He is aware that there is presently pending a proceeding involving allegations that he has been guilty of misconduct as set forth in the Petition.

5. He acknowledges that the material facts in the Petition are true.

6. He consents to the recommended discipline because he knows if he continues to be prosecuted in the pending proceeding that he could not successfully defend against the misconduct set forth in the Petition.

November 23, 2010



Richard Hallock
Richard Hallock

Linda Ann Pisano

Before me, a Notary Public, personally appeared Richard Hallock, who states and affirms that he has read and understands the above affidavit, and who signed this document in my presence.

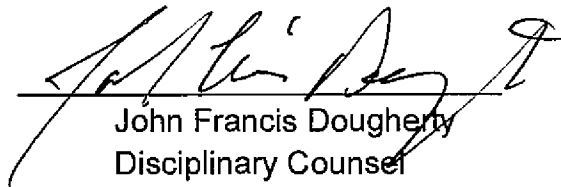
BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No.	DB 2010
Petitioner	:		
vs.	:	ODC File Nos.	C3-09-760
	:		C3-10-105
	:		C3-10-679
RICHARD HALLOCK,	:	Attorney Registration	
Respondent	:	No. 92578	
	:		
	:	(Lackawanna County)	

VERIFICATION

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

11-23-10
Date


John Francis Dougherty
Disciplinary Counsel

11-23-10
Date


Richard Hallock

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

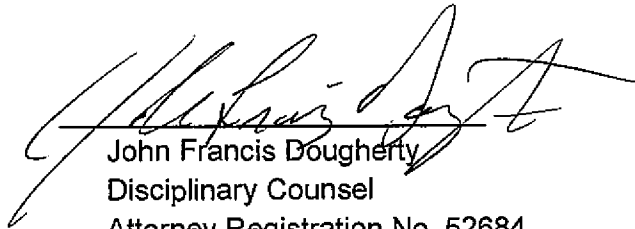
OFFICE OF DISCIPLINARY COUNSEL,	:	No.	DB 2010
Petitioner	:		
vs.	:	ODC File Nos.	C3-09-760
	:		C3-10-105
	:		C3-10-679
RICHARD HALLOCK,	:	Attorney Registration	
Respondent	:	No. 92578	
	:		
	:	(Lackawanna County)	

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2010, I served the *Joint Petition in Support of Discipline on Consent Pursuant to Pa. R.D.E. 215(d)* upon all parties of record in this proceeding in accordance with the provisions of 204 Pa. Code §89.22 (relating to service by a participant), as follows:

First Class Mail, postage prepaid, to:

Richard Hallock, Esquire
108 N. Washington Ave., Fl.12
Scranton, PA 18503


John Francis Dougherty
Disciplinary Counsel
Attorney Registration No. 52684
100 Pine Street, Suite 400
Harrisburg, PA 17101
717-772-8572