IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 2144 Disciplinary Docket No. 3
	:	No. 33 DB 2015 & File Nos. C4-13-299, C4-13-447, C4-13-850, C4-13-885, C4-14-288, C4-15-83, C4-15-108, C4-15-371, C4-15-406 & C4-15-506
v.	:	
MICHAEL ANDREW RABEL,	:	Attorney Registration No. 201443
Respondent	:	(Allegheny County)

ORDER

PER CURIAM

AND NOW, this 21st day of April, 2016 upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board, the Joint Petition in Support of Discipline on Consent is hereby granted. Michael Andrew Rabel is suspended on consent from the Bar of this Commonwealth for a period of five years, and he shall comply with all the provisions of Pa.R.D.E. 217.

It is further ordered that Respondent shall pay costs to the Disciplinary Board pursuant to Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 4/21/2016

Attest: Patricia Nicola
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL : Petitioner	:	No. 33 DB 2015 and
	:	File Nos. C4-13-229, C4-13-:447,
	:	C4-13-850, C4-13-885, C4-14-288,
v.	:	C4-15-83, C4-15-108, C4-15-371,
	:	C4-15-406 and C4-15-506
	:	
	:	Attorney Registration No. 201443
	:	
MICHAEL ANDREW RABEL	:	
Respondent	:	(Allegheny 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 James c. Haggerty, Howard K. Rosenberg, and Andrew J. Trevelise, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on December 22, 2015.

The Panel approves the Joint Petition consenting to a five 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.

James C. Haggerty, Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: 3/23/2016

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	: No. 2144, Disciplinary Docket
	: No. 3 – Supreme Court
Petitioner :	
	: No. 33 DB 2015 – Disciplinary Board
	: (Complaint File No. C4-14-643)
v.	: and
	: Complaint File Nos. C4-13-229,
	: C4-13-447, C4-13-850, C4-13-885,
	: C4-14-288, C4-15-83, C4-15-108,
	: C4-15-371, C4-15-406 and C4-15-506
	:
MICHAEL ANDREW RABEL	: Attorney Registration No. 201443
	:
Respondent :	(Allegheny County)

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

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Chief Disciplinary Counsel, and Cory John Cirelli, Disciplinary Counsel, and Respondent, Michael Andrew Rabel, and John E. Quinn, Esquire, Counsel for Respondent, file this Joint Petition in Support of Discipline on Consent Under Rule 215(d), Pa.R.D.E., and respectfully represents as follows:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, PA 17106-2485, 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, Michael Andrew Rabel, was born in 1974. He was admitted to practice law in the Commonwealth of Pennsylvania on January 3, 2006. Respondent's attorney registration mailing address is 318 Olympia Street, Pittsburgh, PA 15211. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

BACKGROUND

3. All of the conduct *infra* arose after January 31, 2011, the effective date of the Federal Trade Commission's Mortgage Assistance Relief Services (MARS) Rule, 16 C.F.R. §322, et seq. The Rule was promulgated to protect financially-distressed homeowners from mortgage relief scams. The MARS Rule bans collecting fees in advance of the consumer having been provided with: [1] an acceptable written offer from their lender; and, [2] a written document from the lender describing key changes to the mortgage if the consumer accepted the offer. Although the MARS Rule provides for an "attorney exemption," attorneys who seek to avail themselves of the exemption must: [1] be engaged in the practice of law; [2] be licensed where the consumer or the dwelling is located; [3] comply with state laws and regulations governing attorney conduct; and, [4] place fees in a client trust account and abide by state laws and regulations for such accounts. 16 C.F.R. §322.7(b).

4. Pursuant to Pennsylvania Rule of Professional Conduct 8.5(b)(2), in the exercise of the disciplinary authority of Pennsylvania, the Rules of Professional Conduct to be applied shall be the rules of the jurisdiction in which the Respondent's conduct had its predominant effect. Hence, the following discussion of the Rules of Professional Conduct alleged to have been violated will reference the rules of the respective foreign jurisdictions.

SPECIFIC FACTUAL ADMISSIONS AND RULES OF PROFESSIONAL CONDUCT VIOLATED

5. Respondent specifically admits to the truth of the factual allegations and conclusions of law contained in paragraphs 1 through 361.

CHARGE I: THE RACHAEL L. BURTON MATTER #C4-13-229

6. On February 15, 2012, Ike Fields, a non-lawyer representative of Respondent's office, contacted Ms. Burton by telephone to solicit professional employment on behalf of Respondent concerning her Florida real estate.

7. Respondent had no family or prior professional relationship with Ms. Burton.

8. Ms. Burton was behind on her mortgage payments, but no foreclosure action had been initiated at the time of Mr. Fields' solicitation.

9. Mr. Fields identified himself to Mr. Burton as a "mortgage consultant" with Respondent's office.

10. Mr. Fields told Ms. Burton that Respondent's firm could assist her in obtaining a modification of her home loan.

11. By a "Service/Retainer Agreement" signed and dated by Ms. Burton on February 16, 2012, Respondent requested a retainer of $2,685 for "loss mitigation services," including a loan modification.

12. By letter to Ms. Burton dated February 22, 2012, Respondent thanked Ms. Burton for selecting Michael A. Rabel & Associates, LLC, to represent her in the loss mitigation process with her lender.

13. Respondent was not licensed to practice law in Florida.

14. In February 2012 Ms. Burton made an initial payment to Respondent of $200.

15. Also in February 2012 Mr. Fields advised Ms. Burton that she did not have to make her mortgage payments during the loan modification process and Ms. Burton relied upon that advice from Mr. Fields to her detriment, as it later resulted in the commencement of foreclosure proceedings against her.

16. In March 2012 Ms. Burton made a second payment to Respondent in the amount of $700.

17. In April and May 2012 Ms. Burton made two payments to Respondent of $895 each to satisfy the balance of his fee.

18. Respondent failed to deposit the advance payments of fee in an IOLTA or other client trust account.

19. On September 13, 2012, Ms. Burton was served with notice of a foreclosure action on her property.

20. In October 2012 Ms. Burton spoke to Respondent by telephone, at which time he told her "we are trying to keep it out of court," or words to that effect.

21. Thereafter, Ms. Burton repeatedly contacted Respondent's law office requesting that he take action to respond to the foreclosure action in a timely manner.

22. Respondent failed to inform Ms. Burton that because he was not licensed to practice law in Florida he could not file an answer to the foreclosure action on her behalf.

23. On October 30, 2012, Ms. Burton filed a *pro se* answer to the foreclosure action.

24. By email to Respondent's paralegal, Alaina Emery, dated February 28, 2013, Ms. Burton requested a refund of the advance payments of fee because of her dissatisfaction with Respondent's representation of her.

25. By email to Ms. Burton dated February 28, 2013, Respondent:

(a) Claimed he had earned the fee she had paid to him;

(b) Questioned her claims of dissatisfaction with his services; and,

(c) Stated that she had "not hired a loan modification" company, but a law firm for which she had paid for Respondent's "advice and representation."

26. By letter dated February 28, 2013, Ms. Emery informed Ms. Burton that Respondent was closing her file, as Ms. Burton had requested.

27. Respondent failed to return any portion of the unearned fee that had been advanced to him by Ms. Burton.

28. By Respondent's conduct as alleged in paragraphs 6 through 27 above, he violated the following Florida Rules of Professional Conduct:

(a) RPC 4-7.18(a), which states that a lawyer may not solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule and rules 4-7.11 through 4-7.17 of the rules. A lawyer may not enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

(b) RPC 4-1.5(a), which states that an attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar.

(c) RPC 4-5.5(a), which states a lawyer shall not practice law in a jurisdiction other than the lawyer's home state, in violation of the regulation of the legal profession in that jurisdiction, or in violation of the regulation of the legal profession in the lawyer's home state or assist another in doing so.

(d) RPC 4-1.15, which states that lawyer shall comply with The Florida Bar Rules Regulating Trust Accounts.

(e) RPC 5-1.1(a)(1), which states that a lawyer shall hold in trust, separate from the lawyer's own property, funds and property of clients or third persons that are in a lawyer's possession in connection with a representation. All funds, including advances for fees, costs, and expenses, shall be kept in a separate bank or savings and loan association account maintained in the state where the lawyer's office is situated or elsewhere with the consent of the client or third person and clearly labeled and designated as a trust account. The lawyer may maintain funds belonging to the lawyer in the trust account an amount no more than is reasonably sufficient to pay bank charges relating to the trust account.

(f) RPC 4-1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, 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 and other property relating to or belonging to the client to the extent permitted by law.

(g) RPC 4-1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client.

CHARGE II: THE DAVID MATTER #C4-13-447

29. On July 10, 2012, Socorro David and her husband, Glen David, entered into a written Service/Retainer Agreement with Respondent.

30. Respondent agreed to provide "loss mitigation services" to the Davids for the mortgage on their property located at 14480 Turin Lane, Centreville, Fairfax County, Virginia 20121.

31. Respondent entered into a Service/Retainer Agreement with the Davids for a "retainer" of $2,999.99.

32. Respondent was not admitted to the practice of law in the Commonwealth of Virginia.

33. By a check card transaction dated July 12, 2012, made by Raymundo V. Cruz on his Bank of America checking account, Mr. Cruz paid on behalf of the Davids Respondent's requested retainer of $2,999.99.

34. Respondent failed to place the advance payment of fee in an IOLTA or other client trust account.

35. By email to the Davids, sent via Mr. Cruz, and dated August 31, 2012, Respondent stated, among other things:

> We should not sit until foreclosure has commenced. Sometimes the best offense lies in avoiding, or attempting to avoid, litigation .... [R]egarding the FTC ruling on advanced fees, you have not retained a loan modification company. You have hired my firm to represent you as your attorney . . . I also practice criminal law and bankruptcy law and likewise charge for an upfront flat fee for my services. I simply will not initiate representation until payment is rendered. You are paying for my time and representation as an attorney to perform a service for you which is to review your case, the law, and proceed accordingly.

36. Respondent failed to advise the Davids, or Mr. Cruz on their behalf, that the Commonwealth of Virginia employs non-judicial foreclosure, which does not utilize court proceedings such as a foreclosure hearing.

37. By email to Respondent dated September 10, 2012, Mr. Cruz, on behalf of the Davids, informed Amy Erfort of Respondent's office that a representative of the Davids' lender was calling them approximately every other day in an attempt to collect $8,362.95.

38. By letter to the Davids dated October 23, 2012, legal counsel for the lender informed them that:

(a) His firm had been retained by the lender to initiate foreclosure;

(b) The outstanding principal balance on the loan was $247,603.06, plus interest, fees, and costs; and,

(c) The Davids could avoid a foreclosure sale by reinstating their loan.

39. By separate letter dated October 23, 2012, the lender's counsel provided the notice required by §55-59.1(B) of the Virginia Code to the effect that a request for sale would be made upon the expiration of 14 days from the date of the mailing of that notice.

40. By letter to Respondent dated October 30, 2012:

(a) Mrs. David supplied the correspondence from the lender's legal counsel and requested that Respondent contact the Davids, or Mr. Cruz, if they were not available;

(b) She noted that the Davids had been requesting that Respondent contact them, but they had not received any reply from his office; and,

(c) She requested that someone from Respondent's office reply to them on that date.

41. By email from Alaina Emery of Respondent's office to the Davids dated December 14, 2012, she informed them that their lender refused to provide a guarantee of modification approval so close to the foreclosure sale date and advised them that the only way to prevent foreclosure was to pay the reinstatement amount, in full.

42. By email to Ms. Emery dated December 15, 2012, sent via Mr. Cruz's email account, Mrs. David informed her that the foreclosure sale was scheduled for December 19, 2012, and inquired what Respondent intended to do about it.

43. By email to Ms. Emery dated December 17, 2012, Mrs. David stated that she could afford to pay the lender $8,000, but had questions about how such a payment would affect the total balance due, and she needed a reply on that date about what the Davids would have to do if the matter proceeded to foreclosure.

44. By email dated December 17, 2012, Ms. Emery advised Mrs. David that $10,809.30 was the lowest amount the lender was willing to accept to reinstate the loan, stop foreclosure, and allow the Davids to resume payments, but an additional $6,400 was needed to settle the note on their second mortgage.

45. By email to Respondent dated December 17, 2012, Mrs. David:

(a) Reminded him that he had agreed to assist the Davids in exchange for a retainer of $2,999 to avoid foreclosure on their property;

(b) The only service Respondent had provided to them was to have his non-lawyer assistant transmit messages about the demands of the lender;

(c) The Davids could not afford to reinstate the loan in order to fend off foreclosure; and,

(d) They wanted Respondent to earn the fee that he had been paid by helping the Davids.

46. By email to Respondent, sent via his assistant, Ms. Emery, dated December 18, 2012, Mrs. David stated that she had been trying to reach Respondent that morning because she needed to speak with him about the Davids' options prior to the foreclosure sale, which was scheduled for the next day.

47. By email to Ms. Emery dated December 18, 2012, Mrs. David stated that she received a letter from Respondent, but the Davids could not pay the full amount required for reinstatement, so she needed information about other options.

48. By email to Mrs. David dated December 18, 2012, Ms. Emery informed her that she would contact the lender the next day to inform it that the Davids could not pay the full amount, but were offering to pay $8,000 to reinstate the loan and resume normal payments, but if the bank did not accept that offer a sale date would have to be set and the eviction process would begin, probably 30 to 60 days from the date of the sale.

49. By letter to the Davids dated January 7, 2013, which was forwarded to Respondent, counsel for the lender provided notice that the foreclosure sale would take place on January 25, 2013, and that if the Davids intended to pay off the loan, they were to contact the lender's counsel to obtain the current pay-off amount and only the full amount would be accepted.

50. By email to Respondent dated January 16, 2013, Mrs. David expressed her dissatisfaction with the lack of services he had provided, including his lack of knowledge about the foreclosure sale dates for the property.

51. By email to Respondent, also dated January 16, 2013, Mrs. David informed him that she had spoken with Ms. Emery, who advised her to get a short-sale realtor because the Davids were not qualified for a deed-in-lieu, although Respondent had previously recommended that course of action.

52. By email to Respondent dated January 17, 2013, Mrs. David complained that his office had not provided any information about her legal matter unless she had first prompted such a response. Moreover, because she had been receiving conflicting information, she wondered if Ms. Emery ever communicated with Respondent before replying to her.

53. By email to Respondent dated February 5, 2013, Mrs. David, among other things, requested a refund of the retainer that Respondent had been paid.

54. By email to Mrs. David dated February 5, 2013, Respondent stated that Ms. Emery was still working on the Davids' file and she would contact Mrs. David soon, but "regarding the refund, there will be no refund. You paid me for my time and legal advice. No refund is forthcoming."

55. By email to Respondent dated February 6, 2013, Mrs. David stated that, despite Respondent's assurances, Ms. Emery did not contact her and she expressed her dissatisfaction that she had not received the services Respondent agreed to provide.

56. Mrs. David consulted with Virginia counsel, Robert S. Pope, who informed her that, because of Respondent's failure to accurately and sufficiently advise her regarding the foreclosure sale of her home, the Davids' only remaining option was to file a petition for Chapter 13 bankruptcy.

57. Both Mrs. David and Mr. Pope requested from Respondent a full accounting of the dissipation of the retainer entrusted to him.

58. Respondent refused to provide the accounting because, he claimed, the retainer was a "flat fee."

59. Respondent failed to return any portion of the retainer entrusted to him by the Davids.

60. Respondent informed Mr. Pope that Mr. and Mrs. David "had the opportunity to retain [Respondent's] firm to send [his] of-counsel attorney to the foreclosure hearing . . ."

61. Mr. Pope informed Respondent that, because the Commonwealth of Virginia is a non-judicial foreclosure jurisdiction, there would be no hearing to foreclose on the Davids' property.

62. Respondent informed Mr. Pope that, pursuant to the terms of his fee agreement with the Davids, they were not entitled to a refund regardless of the amount or quality of services rendered.

63. By his conduct as alleged in paragraphs 29 through 62 above, Respondent violated the following Virginia Rules of Professional Conduct:

(a) RPC 5.5(c), which states that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

(b) RPC 1.5(a), which states that a lawyer's fee shall be reasonable.

(c) RPC 1.15(a)(1), which states that all funds received or held by a lawyer or law firm on behalf of a client or third party, or held by a lawyer as a fiduciary, other than reimbursement of advances or costs and expenses shall be deposited in one or more identifiable trust accounts; all other property held on

behalf of a client should be placed in a safe deposit box or other place of safekeeping as soon as practicable.

(d) RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

(e) RPC 1.1, which states that a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

(f) RPC 1.3(a), which states that a lawyer shall act with reasonable diligence and promptness in representing a client.

CHARGE III: THE KOWALEWSKI MATTER #C4-14-643

64. Stanley V. Kowalewski hired Respondent to assist him in refinancing his residence located in Oakdale, Connecticut.

65. Respondent was not licensed to practice law in Connecticut.

66. On November 7, 2012, a representative of Respondent's office had Mr. Kowalewski execute a number of documents and transmit them to Respondent via fax, including:

(a) An Application for Loss Mitigation Services;

(b) A Borrower's Certification and Authorization Certification;

(c) A Scope of Representation;

(d) A Service/Retainer Agreement;

(e) A Client Attestation Regarding Non-Guarantee Policy;

(f) An Attestation By Client Regarding Services Provided;

(g) A Bankruptcy Disclosure Agreement;

(h) An Additional Legal Services Request.

67. The Service/Retainer Agreement provided that Mr. Kowalewski was to pay Respondent "a retainer equal to $3,000 for negotiating [his] first mortgage . . .."

68. Mr. Kowalewski paid Respondent's requested retainer of $3,000 by checks dated November 1 and December 2, 2012, and January 4, 2013.

69. Upon Respondent's receipt of each installment of his requested fee, he failed to place those funds in an IOLTA or other client trust account.

70. By letter dated December 11, 2012, Respondent's office corresponded with Mr. Kowalewski's lender by issuing a cease-and-desist letter stating that Respondent had been retained by Mr. Kowalewski and that he was requesting documentation and

information under the Real Estate Settlement Procedures Act, the Fair Debt Collection Practices Act, and the Truth in Lending Act, for the "express purpose of negotiating payment arrangements, engaging in loss mitigation, procuring a loan modification, and/or acquiring any other negotiated resolution as required under statutory guidelines."

71. The letter was signed by a non-lawyer representative of Respondent's office.

72. A similar, second request was sent by a non-lawyer representative of Respondent's office to Mr. Kowalewski's lender on January 8, 2013.

73. By letter dated January 22, 2013, an investigator for the Office of Chief Disciplinary Counsel of Connecticut demanded that Respondent cease and desist from his representation of Mr. Kowalewski.

74. By letter dated February 4, 2013, Respondent replied to the Connecticut Chief Disciplinary Counsel that the cease-and-desist letter sent to him was not warranted because his law firm:

> [I]s a member of an Of-Counsel network of attorneys that maintains a relationship with a licensed Connecticut attorney. More specifically, the network firm is Friedman & Associates and the Connecticut attorney is Anthony Zeolla. Attorney Zeolla manages Mr. Kowalewski's legal representation and has full access to my firm's endeavors. We share a computer program that allows both firms to coordinate efforts on the file. Attorney Zeolla is paid for his representation and maintains a contractual relationship with Friedman & Associates as does my firm.

75. The Connecticut Office of Disciplinary Counsel charged Respondent with violating the Connecticut Rules of Professional Conduct.

76. On October 10, 2013, a hearing was held before a Reviewing Committee of the Statewide Grievance Committee in Bridgeport, Connecticut, and Respondent appeared for, and participated in, that hearing.

77. Respondent testified before the Reviewing Committee that he was unsure of what actions Mr. Zeolla might have taken on behalf of Mr. Kowalewski and admitted that the fee agreement with Mr. Kowalewski did not mention Mr. Zeolla's participation in the representation.

78. The Reviewing Committee concluded that:

> In representing a Connecticut client in a debt modification matter, Respondent, who is not admitted in Connecticut, was clearly engaging in the unauthorized [practice] of law, in violation of Rule 5.5(a) of the Rules of Professional Conduct. Respondent does not contest that his actions on behalf of the Complainant constituted the practice of law, but rather maintains that he was permitted to do so by virtue of his "co-counsel" arrangements. Initially, this Reviewing Committee would note that Respondent's contractual arrangement was not directly with a Connecticut attorney, but rather was with a New York law firm, which in turn had an "employment" agreement with the Connecticut attorney. There is no evidence in the record that the Connecticut attorney played any role whatsoever in the Complainant's legal matter. More fundamentally, Respondent cites no case law, and this reviewing committee is unaware of any, which permits a non-Connecticut attorney to directly perform legal work for a Connecticut client under the type of "attorney counsel network" utilized herein.

79. The Reviewing Committee concluded that there was clear and convincing evidence that Respondent violated the Connecticut Rules of Professional Conduct 1.5(a) (fees), 5.5(a) (unauthorized practice of law), and 8.4(4) (conduct prejudicial to the administration of justice).

80. The Reviewing Committee concluded that Respondent would be subject to a public reprimand and, because he had engaged in the unauthorized practice of law in Connecticut, he was ordered to make restitution to Mr. Kowalewski within 60 days of April 17, 2014, of the $3,000 in fees paid to Respondent.

81. Respondent was ordered to provide proof to the Statewide Grievance Committee of his restitution payment within 30 days of his compliance with that condition.

82. Respondent did not request review of the Reviewing Committee's decision.

83. Respondent did not appeal the decision.

84. Respondent failed to timely comply with the condition attached to the public reprimand, as ordered by the Reviewing Committee.

85. By letter dated August 22, 2014, Michael P. Bowler, Statewide Bar Counsel, Statewide Grievance Committee, State of Connecticut, Judicial Branch, informed Respondent that Connecticut Disciplinary Counsel was directed to file a presentment against Respondent in the Superior Court of Connecticut for his failure to comply with the restitution condition.

86. By letter dated September 10, 2014, Desi Imetovski, Assistant Disciplinary Counsel, Connecticut Chief Disciplinary Counsel's Office, served Respondent with a copy of the Presentment of Attorney and Order for Hearing and Notice scheduling the hearing for October 16, 2014, before the Superior Court of Connecticut.

87. By letter to Respondent dated October 28, 2014, Ms. Imetovski served Respondent with another copy of the Presentment of Attorney, and an Order of Hearing and Notice rescheduling the hearing before the Superior Court to January 13, 2015.

88. Respondent failed to appear for the hearing scheduled before the Connecticut Superior Court on January 13, 2015.

89. By Order of the Superior Court of Connecticut, Judicial District of Hartford, dated January 13, 2015, Respondent was disbarred from the practice of law in the State of Connecticut.

90. On March 12, 2015, the Supreme Court of Pennsylvania directed a notice and order to Respondent directing that he inform the Court of any claim that the imposition of identical or comparable discipline in this Commonwealth would be unwarranted, and the reasons therefore, pursuant to Rule 216(a)(2), Pa.R.D.E.

91. On April 7, 2015, Respondent filed such a claim with the Supreme Court of Pennsylvania, averring, among other things, that he did not make restitution to Mr. Kowalewski as ordered due to "personal and business financial constraints [,]" but that he

had eventually done so by forwarding to Mr. Kowalewski a bank check in the amount of $3,000 on March 26, 2015.

92. By his conduct as alleged in paragraphs 64 through 91 above, Respondent violated the following Connecticut Rules of Professional Conduct:

(a) RPC 5.5(a), which states that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so. The practice of law in this jurisdiction is defined in Practice Book Section 2-44A. Conduct described in subsections (c) and (d) in another jurisdiction shall not be deemed the unauthorized practice of law for purposes of this subsection (a).

(b) RPC 1.5(a), which states that a lawyer shall not make an agreement for, charge or collect an unreasonable fee or an unreasonable amount for expenses.

(c) RPC 1.15(b), which states a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept a in a separate account maintained in the state where the lawyer's office is situated or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and

other property shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation.

(d) RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of the fee that has not been earned. The lawyer may retain papers relating to the client to the extent permitted by other law. If the representation of that client is terminated either by the lawyer withdrawing from the representation or by the client discharging the lawyer, the lawyer shall confirm the termination in writing to the client before or within a reasonable time after the termination of the representation.

(e) RPC 8.4(4), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

CHARGE IV: THE ARGOTA MATTER #C4-14-288

93. In or about March 2013 a non-lawyer representative of Respondent's office contacted via telephone Jorge and Luz Argota, residents of Arizona, to solicit the Argotas on behalf of Respondent for representation in a loan modification matter with the mortgage holder for their realty located in Arizona.

94. Respondent had no close personal, family, or prior professional relationship with the Argotas.

95. Because the solicitation was made in English, Mr. Argota declined to speak with the caller.

96. Within minutes, a non-lawyer representative of Respondent's office, Damian Cardenas, called the Argotas to solicit them on behalf of Respondent in Spanish.

97. By letter dated March 26, 2013, Alaina Emery, a paralegal with Respondent's office, sent to the Argotas forms to complete to have Respondent represent them.

98. Respondent was not licensed to practice law in Arizona.

99. In or about the beginning of August 2013 Mr. Cardenas had another conversation with Mrs. Argota about loan modification.

100. Mr. Cardenas told Mrs. Argota that the firm's fee was $3,000.

101. Mrs. Argota told Mr. Cardenas she could not afford Respondent's fee, to which Mr. Cardenas replied that the Argotas could stop making their mortgage payments in order to pay Respondent's fee in installments of $1,000, which would be deducted from their checking account for three consecutive months.

102. Based upon Mr. Cardenas's statements, Mrs. Argota provided him with her Wells Fargo Bank account information so that Respondent could debit his $3,000 fee from her account.

103. On August 8, 2013, Respondent caused the first debit of $1,000 from the Argotas' Wells Fargo checking account.

104. By letter dated August 9, 2013, Respondent's office again sent documents to Mrs. Argota, including a Retainer/Service Agreement for Respondent's representation of the Argotas in the "loss mitigation" process with their lender.

105. By letter dated August 20, 2013, Ms. Emery informed the Argotas that Respondent had received some of the original documentation requested from them, but he needed several additional items in order to assist them.

106. On September 5, 2013, Respondent caused another debit of $1,000 from the Argotas' Wells Fargo checking account.

107. By letter dated September 18, 2013, Ms. Emery requested that Mrs. Argota review and return to Respondent the documents listed in that letter.

108. On October 7, 2013, Respondent caused the final debit of $1,000 from the Argotas' Wells Fargo checking account for his representation of them.

109. Upon receipt of each installment Respondent failed to deposit the advance payments of fee into an IOLTA or other client trust account.

110. By letter dated November 12, 2013, Ms. Emery informed Mrs. Argota that their lender had requested additional documents.

111. By letter dated December 9, 2013, counsel for the lender informed Mrs. Argota that they had been retained to conduct a non-judicial foreclosure sale (trustee's sale) pursuant to the Deed of Trust associated with the Argotas' loan.

112. Mrs. Argota attempted to reach a representative of Respondent's office by telephone, but was unsuccessful.

113. By letter dated December 13, 2013, Mrs. Argota informed her lender's counsel that she had terminated Respondent's representation because of her dissatisfaction with his services.

114. By letter dated March 10, 2014, Cherie L. Howe, Assistant Attorney General with the Public Advocacy and Civil Rights Division, Consumer Rights Advocacy Section of the Office of the Arizona Attorney General, informed Respondent that her office had reviewed a consumer complaint filed by Mrs. Argota.

(a) The complaint suggested that Respondent was in violation of the Federal Trade Commission's MARS Rule that applied to nearly all persons providing loan modification services to homeowners;

(b) It appeared that Respondent was also in violation of Arizona laws regarding foreclosure consultants (A.R.S. §44-1478, et seq.);

(c) The Arizona Attorney General's Office had the authority to enforce both the Arizona "foreclosure consultant" ban on upfront fees, as well as the federal prohibition under the MARS Rule, either as a direct violation of that rule or, separately, as a violation of the Arizona Consumer Fraud Act (A.R.S. §44-1521, et seq.);

(d) The Arizona Attorney General's Office intended to use every available legal tool to enforce those laws and to take appropriate action for any acts or practices that violated those laws or the Arizona Consumer Fraud Act;

(e) The act provided substantial civil sanctions, including civil penalties up to $10,000 per violation, restitution, disgorgement of ill-gotten gains, injunctive relief and attorney's fees and costs;

(f) The Arizona Attorney General's Office had prosecuted law firms for deceptive practices stemming from their false representation to consumers that they would provide substantive loan modification services to consumers through counsel, when, in fact, the services consisted of little more than the processing of loan modification applications by non-lawyer staff, without any substantive legal work performed by an attorney on behalf of the law firm's so-called clients;

(g) In light of the foregoing, Respondent was to advise AGA Howe no later than March 24, 2014, whether his firm intended to reimburse Mrs. Argota and, additionally, provide her with proof of said payment or, if he did not intend to

reimburse Mrs. Argota in full, provide her with a written explanation as to why he believed he was not responsible for making a reimbursement; and,

(h) If AGA Howe did not hear from Respondent by March 24, she would assume that he did not intend to reimburse Mrs. Argota in full.

115. Respondent failed to reply to AGA Howe's letter dated March 10, 2014.

116. Respondent failed to refund to the Argotas any portion of the $3,000 that they had advanced to him for "loan modification services."

117. By his conduct as alleged in paragraphs 93 through 116 above, Respondent violated the following Arizona Rules of Professional Conduct:

(a) RPC 7.3(a), which states a lawyer shall not by in-person, live telephone or real-time electronic contacts solicit professional employment from a prospective client or employ or compensate another to do so when a motive for the lawyer's doing so is the lawyer's pecuniary gain, unless the person contacted: (1) is a lawyer; or (2) has a family, close personal, or prior professional relationship with the lawyer.

(b) RPC 1.5(a), which states a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses.

(c) RPC 5.5(a), which states that a lawyer shall not practice law in a jurisdiction in violation of the regulations of the legal profession in that jurisdiction, or assist another in doing so.

(d) RPC 1.15(a), which states a lawyer shall hold property of clients or third persons that is in the lawyer's possession in connection with the representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

(e) RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering documents and other property to which the client is entitled and refunding any advanced payment of fee that has not been earned. Upon the client's request, the lawyer shall provide the client with all of the client's documents, and all documents reflecting work performed for the client. The lawyer may retain documents reflecting work performed for the client to the extent permitted by other law only if retaining them would not prejudice the client's rights.

(f) RPC 1.4(a)(4), which states a lawyer shall promptly comply with reasonable requests for information.

CHARGE V: THE LINDA L. BOWERS MATTER #C4-13-850

118. In or about late April 2013 Damian Cardenas, a non-lawyer representative of Respondent's law firm, made several telephone calls to Ms. Bowers, a resident of South Carolina, about having Respondent represent her in a loan modification matter concerning her South Carolina real estate.

119. Respondent had no family or prior professional relationship with Ms. Bowers.

120. Respondent was not admitted to the practice of law in South Carolina.

121. Mr. Cardenas informed Ms. Bowers that:

(a) He could get her mortgage payment reduced by $200;

(b) Respondent's fee for services would be $3,000, to be paid in installments of $1,000 per month, to be deducted from Ms. Bowers's bank account in May, June, and July 2013;

(c) Although it would be better if Ms. Bowers could pay both her mortgage payments and the installments of Respondent's fee, if she did not make her mortgage payment and hired Respondent, she would not lose her home in foreclosure.

122. Ms. Bowers received an undated cover letter from Mr. Cardenas with a packet of information about Respondent's representation of her. The packet included:

(a) A Service/Retainer Agreement;

(b) A Client Attestation Regarding Non-Guarantee Policy;

(c) An Attestation By Client Regarding Services Provided;

(d) An Application for Loss Mitigation Services;

(e) A Scope of Representation;

(f) A Credit/Debit Card Authorization Form; and,

(g) A Loss Mitigation Legal Work Summary.

123. On or about May 15, 2013, Ms. Bowers faxed to Mr. Cardenas a signed and dated Service/Retainer Agreement.

124. On May 20, 2013, Respondent caused a debit of $1,000 from Ms. Bowers's South Carolina Federal Credit Union account.

125. By email dated May 22, 2013, Ms. Bowers sent a list of questions to Mr. Cardenas about the loan modification services that Respondent agreed to provide to her.

126. On or about that same date, Mr. Cardenas responded to Ms. Bowers's questions about Respondent's representation of her.

(a) Mr. Cardenas told her that she would not have local South Carolina counsel working with her.

(b) His answers to several of her questions (numbers 6, 10, 11, 12, 13, and 14) constituted legal advice.

127. Based upon the information Ms. Bowers subsequently obtained from her lender, she learned that Mr. Cardenas's answers to her questions numbered 6 and 11 were inaccurate.

128. On June 21, 2013, Respondent caused a second debit of $1,000 from Ms. Bowers's South Carolina Federal Credit Union account.

129. On July 17, 2013, Ms. Bowers faxed to Respondent's office additional documents that had been requested from her.

130. By letter dated July 18, 2013, Respondent's office requested more information from Ms. Bowers in regard to her loan modification matter.

131. Immediately thereafter Ms. Bowers sent the requested information to Respondent's office by priority mail.

132. In July 2013 Ms. Bowers informed Respondent's representatives , Alaina Emery and Kim Leone, that she had received a letter from her lender dated July 2, 2013, to the effect that the lender was going to foreclose on her property on August 13, 2013.

133. On July 17, 2013, Ms. Bowers faxed to Respondent's office the letter she had received from her lender and asked Ms. Emery to fax to the lender all of the paperwork that Ms. Bowers had previously provided to Respondent's office so that she could avoid foreclosure.

134. On July 22, 2013, Respondent caused a third debit of $1,000 from Ms. Bowers's South Carolina Federal Credit Union account.

135. Upon receipt of each installment of his advanced fee, Respondent failed to deposit those funds into an IOLTA or other client trust account.

136. On July 31, 2013, Respondent's office sent to Ms. Bowers's lender a cease-and-desist letter.

137. On August 1, 2013, Ms. Emery called Ms. Bowers and told her that the information Respondent's office had received from her state retirement fund was not acceptable and she would need to obtain a letter from the fund.

138. On August 10, 2013, Ms. Bowers faxed the letter from her state retirement fund to Ms. Emery and called to plead with her to send the documentation to the lender before the foreclosure date.

139. Respondent had not provided to the lender any of the documents that Ms. Bowers had sent to his office.

140. The only communication that Respondent's office had had with the lender at that time was the issuance of the cease-and-desist letter, which was received by the lender on July 31, 2013.

141. On or about August 12, 2013, Ms. Emery sent to the lender some of the documents that Ms. Bowers had provided to Respondent.

142. Although Respondent's fax cover page and cover letter were dated July 30, 2013, the fax header shows that Respondent's office did not fax the documents until August 12, 2013.

143. On several occasions between August 13, 2013, and the beginning of September 2013, Ms. Bowers called Respondent's office and left messages with his receptionist requesting that someone call her about her loan modification matter.

144. Respondent submitted a Loss Mitigation Workout packet that was received by the lender on August 21, 2013.

145. Ms. Bowers's calls were not returned by Respondent's office until September 4, 2013, when Ms. Leone left a message on her voice mail stating that Respondent's office had contacted her lender, no documents were due at that time, and they would continue to update her on the status of her loan modification matter.

146. On September 16, 2013, Ms. Bowers contacted the lender directly.

(a) She was informed that no one from Respondent's office had recently contacted the lender on her behalf.

(b) Ms. Bowers revoked the cease-and-desist letter because she wanted the lender to remain in contact with her about all matters, and she also permitted the lender to continue to speak with Respondent's office.

147. By letter dated November 2, 2013, sent to Respondent by certified mail, return receipt requested, Ms. Bowers informed him that:

(a) She no longer required his services for the modification of her loan, effective as of that date;

(b) Since neither Respondent nor his employees provided any services to her, she wanted to be reimbursed for the entire sum of $3,000;

(c) Once the third installment payment had been deducted from her account, she was no longer able to communicate with a representative of his office; and,

(d) She requested a check from Respondent for the total amount of his fee within ten days of the date of her letter, or an immediate credit to her checking account in that amount.

148. By his conduct as alleged in paragraphs 118 through 147 above, Respondent violated the following South Carolina Rules of Professional Conduct:

(a) RPC 7.3(a), which states that a lawyer shall not by in person, live telephone or real time electronic contact solicit professional employment from a prospective client when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain, unless the person contacted: (1) is a lawyer; or (2) has a family, close personal, or prior professional relationship with the lawyer.

(b) RPC 1.5(a), which states that a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses.

(c) RPC 5.5(a), which states that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction or assist another in doing so.

(d) RPC 5.3(c)(1), which states that with respect to a nonlawyer employed or retained by or associated with a lawyer a lawyer shall be responsible for the conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved.

(e) RPC 1.15(a), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with the representation separate from the lawyer's own property. The funds shall be kept in a separate account maintained in the state where the lawyer's office is situated, or

elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of six years after termination of the representation. A lawyer shall comply with Rule 417 SCACR (Financial Recordkeeping).

(f) RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law. The lawyer may retain a reasonable nonrefundable retainer.

(g) RPC 1.3, which states a lawyer shall act with reasonable diligence and promptness in representing a client;

(h) RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information.

CHARGE VI: THE AARON KINDRED MATTER #C4-13-885

149. On or about April 22, 2013, Michael A. Jacob, a non-lawyer representative of Respondent's law office, solicited Mr. Kindred about having Respondent represent him in regard to the Home Affordable Modification Program (HAMP).

150. Respondent had no family or prior professional relationship with Mr. Kindred.

151. Mr. Jacob:

(a) Falsely identified himself to Mr. Kindred as being an attorney affiliated with Respondent's office;

(b) Told Mr. Kindred he would send him forms, including a Payment Authorization, for Mr. Kindred to sign that would allow Respondent to debit installments from Mr. Kindred's bank account to pay his fee; and,

(c) Asked Mr. Kindred for his debit card number to include on the Payment Authorization form.

152. Mr. Kindred informed Mr. Jacob that he was undecided about hiring Respondent to represent him, but if Mr. Jacob sent the documents explaining the representation to Mr. Kindred, he would consider it.

153. Mr. Kindred gave Mr. Jacob his debit card number so that he could include it on the payment authorization form to be sent along with Respondent's other documents about the potential representation.

154. Mr. Kindred's property is located in Alabama.

155. Respondent was not admitted to the practice of law in Alabama.

156. Mr. Kindred received Mr. Jacob's letter dated April 22, 2013, along with a packet of information about Respondent's representation, including:

(a) An Application for Loss Mitigation Services;

(b) A Scope of Representation;

(c) A Service/Retainer Agreement; and,

(d) A Credit/Debit Card Authorization for a total "retainer" of $3,495, as "attorney's fees."

157. The letter also stated that Respondent's initial retainer of $1,000 would be processed on May 1, 2013, and he would then contact the lender to begin the loan modification process.

158. The Credit/Debit Card Authorization form, as drafted, would have authorized Respondent to debit $1,000 per month from May through July 2013 and an additional charge of $495, if applicable, on August 2, 2013, from Mr. Kindred's bank account.

159. Mr. Kindred did not sign any of the forms authorizing Respondent to represent Mr. Kindred, or for Respondent to receive a payment of fees and/or costs from Mr. Kindred's bank account.

160. On or about May 2, 2013, Respondent caused a debit from Mr. Kindred's bank account at Regions Bank in the amount of $1,000.

161. In May 2013 Mr. Kindred was notified by Regions Bank that his checking account was overdrawn because of the debit by Respondent in the amount of $1,000.

162. Mr. Kindred reported to Regions Bank that he had given his account information to Respondent's office, but he had not agreed to have Respondent represent him, and the debit was not authorized.

163. Mr. Kindred also reported to Regions Bank that he had made attempts to contact Respondent to prevent any such debits to his account, but he was unsuccessful in that regard.

164. Mr. Kindred was finally able to contact Mr. Jacob and asked him how Respondent's office could take money from his account when he had not agreed to have Respondent represent him, nor authorized such a transaction. At that time:

(a) Mr. Jacob told Mr. Kindred that it was his understanding that Respondent was going to represent Mr. Kindred; and,

(b) Mr. Kindred told Mr. Jacob that he never agreed to the representation by signing any of the documents that Mr. Jacob had provided and that he had only given Mr. Jacob his account information to fill out the form that was sent to Mr. Kindred along with Respondent's other documents.

165. In June 2013 Mr. Kindred called Respondent's office in an effort to speak with Mr. Jacob, but he was unsuccessful in doing so. He left messages for Mr. Jacob to return his call about the $1,000 that Respondent had debited from his bank account without authorization.

166. Neither Respondent nor Mr. Jacob returned any of Mr. Kindred's telephone calls.

167. Neither Respondent nor anyone associated with his office performed any of the proposed work on behalf of Mr. Kindred.

168. Respondent failed to deposit the $1,000 that he deducted from Mr. Kindred's checking account into an IOLTA or other client trust account.

169. Respondent failed to return Mr. Kindred's money to him.

170. Regions Bank informed Mr. Kindred that after 60 days had passed, it could not assist him in having his money returned.

171. Mr. Kindred reported Respondent's conduct to the Alabama Attorney General's Office, which referred Mr. Kindred to the Pennsylvania Office of Disciplinary Counsel.

172. In response to ODC's request for a statement of Respondent's position on Mr. Kindred's complaint, Respondent stated:

> Mr. Kindred's [debit] card was charged on May 1, 2013, per the agreement he made with my staff, Mr. Michael Jacob. Mr. Kindred was fully aware that the charge would be processed prior to commencement of my representation and that the retainer agreement would simply serve to memorialize our agreement. That is why he provided his [debit] card information.
>
> On May 7, 2013, I drafted a letter to Mr. Kindred providing legal advice . . . [Mr. Kindred] agreed to pay my firm $3,495.00 for our services as a flat fee. They only collected $1,000.00 of the agreed upon fee. He was provided with legal advice as demonstrated above. He was not charged the full amount of the agreed upon fee as he simply refused to correspond with us after he received our initial legal advice.

173. The May 7, 2013, letter addressed to Mr. Kindred which Respondent claimed contained legal advice was a format engagement letter signed by Respondent's paralegal.

174. By his conduct as alleged in paragraphs 149 through 173 above, Respondent violated the following Alabama Rules of Professional Conduct:

(a) RPC 7.3(a), which states that a lawyer shall not solicit professional employment from a prospective client with whom the lawyer has no familial or current or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. A lawyer shall not

permit employees or agents of the lawyer to solicit on the lawyer's behalf. A lawyer shall not enter into an agreement for or charge or collect a fee for professional employment obtained in violation of this Rule. The term "solicit" includes contact in person, by telephone, telegraph, or a facsimile transmission, or by other communication directed to a specific recipient and includes contact by any written form of communication directed to a specific recipient and not meeting the requirements of subdivision (b)(2) of this rule.

(b) RPC 1.5(a), which states that a lawyer shall not enter into an agreement for, or charge, or collect a clearly excessive fee.

(c) RPC 1.15(a), which states that a lawyer shall hold the property of clients or third persons that is in the lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. No funds of a lawyer shall be deposited into such a trust account, except (1) unearned attorney fees that are being held until earned; and (2) funds sufficient to pay bank service charges on that account or to obtain a waiver thereof. Any funds while in the lawyer's trust account that the lawyer is entitled to receive is a fee, reimbursement, or costs shall not be used by the lawyer for any personal or business expenses until such funds are removed from the trust account.

(d) RPC 1.15(b), which states that upon receiving funds or other property in which a client or third person has an interest from a source other than the client or third person, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property of 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 that property.

(e) RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee that has not been earned. The lawyer may retain papers relating to the client to the extent permitted by other law.

(f) RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

CHARGE VII: THE ANTHONY P. HOGAN MATTER #C4-15-83

175. In or about June 2013 Mr. Hogan contacted Respondent about obtaining representation for a mortgage loan modification for his residence located in Akron, Ohio.

(a) Respondent informed Mr. Hogan that his fee to represent him for a loan modification would be $3,495;

(b) Mr. Hogan informed Respondent that he could not pay the entire fee immediately, and asked if he could make monthly installment payments to Respondent;

(c) Respondent told Mr. Hogan that he could make monthly payments, each in the amount of $800; and,

(d) Respondent told Mr. Hogan that he would send him an authorization form for Mr. Hogan to sign so that Respondent could directly debit $800 per month from Mr. Hogan's checking account until the $3,495 total was paid in full.

176. Respondent was not licensed to practice law in the State of Ohio.

177. Mr. Hogan signed the Debit Authorization for the $800 monthly installments to be deducted from his checking account until the entire requested fee was paid.

178. At or about the end of June or the beginning of July 2013, Respondent caused four monthly direct debits from Mr. Hogan's bank account, each in the amount of $800, and in September 2013 a final direct debit in the amount of $295 was made by Respondent.

179. Respondent failed to deposit each of the installments that he received from Mr. Hogan's account into an IOLTA or other client trust account.

180. In or about September 2013 Mr. Hogan provided Respondent with requested documentation to assist in the mortgage loan modification representation.

181. In November 2013 Mr. Hogan called Respondent on several occasions, leaving messages requesting a return call so that he could find out the status of his loan modification matter.

182. Respondent failed to return Mr. Hogan's calls or otherwise advise him of the status of his loan modification.

183. In December 2013 Respondent requested that Mr. Hogan complete a second debt worksheet, and Mr. Hogan complied.

184. By letter dated January 6, 2014, Respondent informed Mr. Hogan that his request for a modification had been denied based upon his debt to-income ratio and lack of financial hardship. Respondent had spoken with the lender about other options and he wanted Mr. Hogan to tell him how to proceed.

185. By fax dated January 13, 2014, Mr. Hogan informed Respondent that:

(a) He was dissatisfied with the representation he had received since September 2013;

(b) Considering what Respondent did for that fee Mr. Hogan could have applied the $3,495 to his mortgage;

(c) Instead, he was placed further into debt by Respondent's delay in obtaining and communicating the lender's decision to him.

186. On January 14, 2014, Mr. Hogan spoke with Respondent's paralegal, Alaina Emery, about his mortgage.

(a) Ms. Emery informed Mr. Hogan that a representative of Respondent's office had spoken with the lender, which had agreed to accept payments on the total balance that he owed.

(b) They discussed how much he could afford to pay the lender monthly and agreed that $700 would avoid foreclosure.

187. By letter dated January 15, 2014, Ms. Emery informed Mr. Hogan that the entire loan balance had been sent to the charge-off department of the lender.

(a) The lender disclosed that it would not be pursuing foreclosure actions or a foreclosure sale;

(b) The lender said it would be willing to accept a settlement offer if Mr. Hogan could come up with a reasonable amount to settle the loan and Respondent would be happy to negotiate a settlement on his behalf;

(c) The other option the lender made available was a repayment of the total balance;

(d) At Mr. Hogan's request, Respondent would continue to represent him until he felt comfortable terminating the representation; and,

(e) Once Mr. Hogan was ready to terminate the attorney-client relationship, he should send a written notice to that effect addressed to both Respondent and the lender.

188. Mr. Hogan began making monthly payments to the lender in the amount of $700.

189. In or about June 2014 Mr. Hogan contacted Respondent because he had not been receiving statements from the lender acknowledging receipt of his payments. Respondent stated that:

(a) He had forgotten to tell the lender he would withdraw his representation of Mr. Hogan;

(b) That was probably why Mr. Hogan had not been receiving monthly statements;

(c) He would call the lender to withdraw his representation.

190. In or about November or December 2014 Mr. Hogan called the lender to ask why he had not been receiving statements for the payments that he had been making.

(a) A representative of the lender told Mr. Hogan that his loan had been sold to another loan servicer a few months prior.

(b) Mr. Hogan replied that he had not received anything from the lender or the new loan servicer informing him that his loan had been sold.

(c) Mr. Hogan was informed that Respondent, as counsel of record, would have received that information.

191. In November and December 2014 Mr. Hogan called Respondent's office several times about his mortgage, seeking a return call, but Respondent failed to reply to Mr. Hogan.

192. On or about January 20, 2015, a representative of the lender told Mr. Hogan that no form of loan modification had been granted to him.

193. On January 20, 2015, Mr. Hogan spoke with Respondent about his loan modification and informed him what the lender's representative had told him about no loan modification having ever been granted to him.

(a) Respondent told Mr. Hogan that the lender's representative was wrong, because a loan modification had been granted to him.

(b) Mr. Hogan requested that Respondent refund to him the $3,495 that he had paid to Respondent and insisted that he provide him with documentation of the purported loan modification.

(c) Respondent told Mr. Hogan that he would not refund to him any portion of the fee that he had been paid for the representation and, if anything, Mr. Hogan owed Respondent additional fees for his services.

194. By fax dated January 20, 2015, Mr. Hogan reiterated his demand for a refund and the documents pertinent to his loan modification matter.

195. Respondent failed to reply to Mr. Hogan's fax dated January 20, 2015.

196. By letter dated February 11, 2015, sent to Respondent by certified mail, return receipt requested, Mr. Hogan reiterated his request for a refund and documents.

197. Respondent failed to reply to Mr. Hogan's letter dated February 11, 2015.

198. Respondent failed to refund to Mr. Hogan any portion of the $3,495 that he had paid to him for representation in trying to obtain a loan modification.

199. Respondent failed to provide Mr. Hogan with the contents of his client file.

200. By his conduct as alleged in paragraphs 175 through 199 above, Respondent violated the following Ohio Rules of Professional Conduct:

(a) RPC 5.5(a), which states that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

(b) RPC 1.5(a), which states that a lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee. A fee is clearly excessive when, after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee is in excess of a *reasonable* fee.

(c) RPC 1.15(c), which states that a lawyer shall deposit into a client trust account legal fees and expenses that had been paid in advance, to be withdrawn by the lawyer only as fees are earned or expense incurred.

(d) RPC 1.16(d), which states that as part of the termination of representation, a lawyer shall take steps, to the extent *reasonably* practicable, to protect a client's interests. The steps include giving due notice to the client, allowing *reasonable* time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules. Client papers and property shall be promptly delivered to the client. "Client papers and property" may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items *reasonably* necessary to the client's representation.

CHARGE VIII: THE "L.N." MATTER #C4-15-371

201. Between at least November 18, 2013, and February 26, 2014, Respondent was offering, through Michael A. Rabel & Associates, LLC, residential mortgage loan

modification services to consumers in the State of Washington for property located in that jurisdiction.

202. Respondent was not licensed to practice law in Washington.

203. Respondent entered into a contractual relationship with at least one Washington consumer and collected an advance fee for those services.

204. Respondent provided or offered to provide residential mortgage loan modification services while not licensed by the Department of Financial Institutions of the State of Washington to provide those services.

205. A consumer identified by the Department as "L.N." entrusted to Respondent $1,200 for loan modification services.

206. Respondent failed to deposit that advance payment of fee into an IOLTA or other trust account.

207. Respondent either represented to L.N. that he was licensed to provide residential mortgage loan modification services, or he omitted disclosing that he was not licensed to provide those services in Washington.

208. The Department of Financial Institutions determined that Respondent was in apparent violation of:

(a) Revised Code of Washington (RCW) 19.146.0201(2) and (3) for engaging in an unfair or deceptive practice toward any person and obtaining property by fraud or misrepresentation;

(b) RCW 19.146.200(1) for engaging in the business of a mortgage broker for Washington residents or property without first obtaining a license to do so;

(c) RCW 19.146.200(1) for engaging in the business of a loan originator without first obtaining and maintaining a license;

(d) RCW 19.146.0201(11) and 16CFR322 (the MARS Rule) for taking advance fees for loan modification services; and,

(e) RCW 19.146.235 for failing to comply with the investigative authority of the Director of the Department of Financial Institutions of the State of Washington.

209. In a filing with the State of Washington Department of Financial Institutions Division of Consumer Services, the Department found that Respondent's violations of the provisions of Chapter 19.146 RCW and Chapter 208-660 Washington Administrative Code (WAC) constituted a basis for the entry of an Order under RCW 19.146.220, RCW 19.146.221, and RCW 19.146.223.

210. The Director ordered that Respondent and Michael A. Rabel & Associates, LLC,:

(a) Cease and desist from engaging in the business as a mortgage broker or loan originator;

(b) Be prohibited from participation in the conduct of the affairs of any mortgage broker subject to licensure by the Director for a period of five years;

(c) Jointly and severally pay restitution to the consumer identified by the Department as "L.N." in the amount set forth therein, and jointly and severally pay restitution to each Washington consumer with whom Respondent entered into a contract for residential mortgage loan modification services related to real property or consumers located in the State of Washington equal to the amount elected from that Washington consumer for those services in an amount to be determined at hearing;

(d) Jointly and severally pay a fine, which as of the date of the Department's Statement of Charges totaled $6,000; and,

(e) Jointly and severally pay an investigation fee, which as of the date the Statement of Charges, totaled $364.80.

211. On July 23, 2014, the Department served Respondent with a Statement of Charges and accompanying documents which were sent to him by first class mail and federal express overnight delivery.

212. The Statement of Charges was accompanied by a cover letter dated July 23, 2014, and Notice of Opportunity to Defend and Opportunity for Hearing, and blank applications for Adjudicate of Hearing.

213. On August 13, 2014, Respondent filed applications for Adjudication of Hearing.

214. On January 5, 2014, the Department later requested that the Office of Administrative Hearings (OAH) assign an Administrative Law Judge (ALJ) to schedule and conduct a hearing on the Statement of Charges.

215. On January 22, 2015, ALJ Pierce issued a Notice of Prehearing Conference to Respondent scheduling same for February 10, 2015, and directing that "You must call in to the conference. If you fail to call in, the administrative law judge may hold you in default and dismiss your appeal."

216. On February 10, 2015:

(a) The prehearing conference was convened by ALJ Pierce;

(b) Respondent failed to appear and the Department moved for an order of default dismissing Respondent's administrative appeal;

(c) ALJ Pierce issued an Initial Order of Dismissal-Default dismissing Respondent's administrative appeal;

(d) ALJ Pierce sent the Order of Default to Respondent via first class mail.

217. Pursuant to RCW 34.05.440(3), Respondent had seven days from the date of service of the Order of Default to file a written motion with OAH requesting that the Order of Default be vacated and stating the grounds relied upon.

218. Respondent did not make a request to vacate during the statutory period.

219. Pursuant to RCW 34.05.464 and WAC 10-08-211, Respondent had 20 days from the date of service of the Order of Default to file a Petition for Review of the Order of Default.

220. Respondent did not file a Petition for Review during the statutory period.

221. The final Order stated that, based upon the foregoing and the Director having considered the record and being otherwised fully advised, it was ordered that:

(a) Respondent cease and desist from engaging in the business of a mortgage broker or loan originator;

(b) Respondent was prohibited from participation in the conduct of the affairs of any mortgage broker subject to licensure by the Director for a period of five years;

(c) Respondent was to pay $1,200 in restitution to the consumer identified in the attached Statement of Charges as "L.N.";

(d) Respondent was to pay the Washington State Department of Financial Institutions, within 30 days of receipt of the Order, the fine of $6,000; and,

(e) Respondent was to pay the State Department of Financial Institutions, within 30 days of receipt of the Order, and investigation fee of $368.80.

222. Respondent did not file an appeal of the Final Order.

223. Respondent failed to comply with the Final Order dated March 31, 2015.

224. By his conduct as alleged in paragraphs 201 through 223 above, Respondent violated the following Washington Rules of Professional Conduct:

(a) RPC 1.5(a), which states that a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses.

(b) RPC 5.5(a), which states that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

(c) RPC 1.15(A)(c)(2), which states that a lawyer must hold property of clients and third persons separate from the lawyer's own property and (2) except as provided in Rule 1.5(f), and subject to the requirements of paragraph (h) of this Rule, a lawyer shall deposit into a trust account legal fees and expenses that had

been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.

(d) RPC 1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for employment of another legal practitioner, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.

(e) RPC 8.4(d), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

CHARGE IX: THE ROBINSON MATTER #C4-15-406

225. At the end of September 2014, Talei and Thomas Robinson began receiving telephone calls several times per day from an out-of-state number that they did not recognize, and for which no voicemail message was left.

226. Mrs. Robinson called the number that appeared on their caller identification service.

227. Mrs. Robinson's telephone call was answered by Michael Kosar, who identified himself as a representative of Respondent's law office.

228. Respondent had no family or prior professional relationship with the Robinsons.

229. Mr. Kosar informed Mrs. Robinson that Respondent represented homeowners who were having difficulties with their mortgages.

230. Mrs. Robinson informed Mr. Kosar that she and her husband had recently arranged a loan modification with their mortgage company and it was their understanding that nothing in addition to that modification could be done to assist them, so she requested that Mr. Kosar remove the Robinsons' telephone number from Respondent's call list.

231. Mr. Kosar asked Mrs. Robinson if she had looked into the Making Home Affordable (MHA) Program, to which she replied that she had not, but she was not interested in such a program because it had taken the Robinsons eight months to obtain the modification that they had secured and she did not want to lose that relief.

232. Mr. Kosar informed Mrs. Robinson that Respondent would charge a flat fee of $3,500 for representing the Robinsons in obtaining relief via the MHA Program.

233. Mrs. Robinson informed Mr. Kosar that she and her husband could not afford to pay Respondent's fee.

234. Mr. Kosar told Mrs. Robinson that if she could afford to pay an initial installment of $800, Respondent would accept a flat fee of $3,000 to be paid in installments.

235. Mr. Kosar informed Mrs. Robinson that the installment payments would be paid from their checking account by direct debits in the amount of $600 on the third day of each month until the outstanding balance had been satisfied.

236. Mrs. Robinson told Mr. Kosar that $800 constituted a large portion of the Robinson's next monthly mortgage payment and that if they paid it to Respondent, they would be unable to make their mortgage payment for the month of October.

237. Mr. Kosar informed Mrs. Robinson that Respondent would be able to tell them within a short period of time if he could assist them and "not to worry" about making their next mortgage payment.

238. Mrs. Robinson told Mr. Kosar that she would discuss the matter with her husband and place a call to Respondent's office if they were interested.

239. The Robinson's residence is located in Park Falls, Wisconsin.

240. Respondent was not admitted to the practice of law in Wisconsin.

241. On October 1, 2014, Mrs. Robinson called Respondent's office and spoke with Mr. Kosar to inform him that she and her husband agreed to hire Respondent to represent them in seeking relief under the MHA Program. She provided Mr. Kosar with her credit card information to pay Respondent's down payment.

242. Respondent charged the Robinsons' credit card for the initial installment of $800.

243. The Robinsons were provided with a packet of documents including:

(a) An Application for Loss Mitigation Legal Services;

(b) A Scope of Representation Agreement;

(c) A Service/Retainer Agreement;

(d) A Client Attestation Regarding Non-Guarantee Policy;

(e) An Attestation by Client Regarding Services Provided;

(f) An Additional Legal Services Request;

(g) A Borrower's Certification.

244. Those documents were executed by the Robinsons and returned to Respondent on October 6, 2014.

245. Mr. Kosar thereafter informed Mrs. Robinson that he would send her a second packet of documents that she needed to complete and supplement with supporting documentation for the MHA Program application.

246. The Robinsons did not receive the second packet of information until October 25, 2014.

247. The Robinsons completed the form for the MHA Program application and on November 11, 2014, they returned the completed packet to Respondent's office along with supporting documentation via fax.

248. On November 12, 2014, the Robinson noticed that an $800 direct debit from their checking account was received by Respondent.

249. Based upon Mrs. Robinson's conversation with Mr. Kosar, that transaction should have been made in the amount of $600. The $800 debit caused another debit that the Robinsons had made from their account to result in a nonsufficient funds transaction in their account.

250. Mrs. Robinson attempted to contact Respondent's office about the incorrect amount of the second installment paid to Respondent.

251. Mrs. Robinson did not receive a return call from Respondent's office for approximately one week.

252. Mr. Kosar informed Mrs. Robinson that the next installment would be debited in the amount of only $400 in order to serve as an adjustment for the prior incorrect transaction amount.

253. In late October or early November 2014 the Robinson began to receive calls from their lender requesting payment of their monthly mortgage payment.

(a) Mrs. Robinson informed the lender that she and her husband had retained Respondent to represent them and the mortgage company should contact Respondent;

(b) Robinsons received several more telephone calls from their lender;

(c) The lender's representative informed Mrs. Robinson that the lender had tried to contact Respondent's office but there had been no answer at that number.

254. Mrs. Robinson was only able to leave voicemail messages at Respondent's office.

255. After making several calls in one day to Respondent's office, Mrs. Robinson was able to speak with Mr. Kosar, who gave her his mobile telephone number and told her to use it if she was unable to reach anyone at the office.

256. Approximately one week later, Mrs. Robinson received another phone call from her lender because it had been unable to contact anyone at Respondent's office.

257. Mrs. Robinson contacted Respondent's office and informed Mr. Kosar that the mortgage company was still contacting her, rather than dealing directly with Respondent.

(a) Before ending that call, Respondent came on the line and spoke with Mrs. Robinson;

(b) Respondent yelled at Mrs. Robinson that she should tell the lender that if it continued to call her, Respondent would sue the lender;

(c) Respondent told Mrs. Robinson that he needed additional bank statements from her.

258. Although the calls to the Robinsons from the lender stopped after that date, the lender continued to send statements for what had become increasingly higher amounts for the Robinsons' missed mortgage payments.

259. On December 3, 2014, Mrs. Robinson noticed on her checking account statement that Respondent had directly debited another $600 installment payment for his fee, rather than the $400 amount that Mr. Kosar had assured her would make up for the incorrect debit that occurred in November.

260. Mrs. Robinson attempted to contact Mr. Kosar at Respondent's office, but she received no answer, so she called Mr. Kosar's mobile phone number.

261. Mr. Kosar told Mrs. Robinson that he had forgotten to inform the responsible party in Respondent's office to adjust the amount of the direct debit for December 2014 to $400.

262. Respondent failed to correct the amount of the overpayment on the Robinsons account for December 2014.

263. At the end of December 2014 the lender notified the Robinsons that if they brought their payments current, the lender would not pursue foreclosure.

264. Mrs. Robinson called Respondent's office for advice on how she should proceed.

265. Several days later, a representative of Respondent's office, who identified herself as "Mary," informed Mrs. Robinson that she could not tell her anything more than that the Robinsons' file was "with the underwriters."

266. Mrs. Robinson faxed the lender's notice to Respondent's office with a request for advice on how to proceed.

267. Respondent failed to provide any advice to Mrs. Robinson at that time.

268. On January 3, 2015, Respondent again debited the Robinsons' checking account in the amount of $600.

269. On February 23, 2015, Mrs. Robinson called Respondent's office and was able to speak with him. For the first time, Respondent informed Mrs. Robinson that their application for modification had been denied because they had previously received a modification.

270. By letter to Mrs. Robinson dated February 23, 2015, Respondent summarized the telephone discussion that he had had with her on that date, including that he would begin the process of negotiating a repayment plan with the lender:

(a) "Maybe we could effectuate a reinstatement of the loan and/or most recent modification."

(b) He also told Mrs. Robinson to save up for each monthly payment that they had not sent to the lender in the event that the Robinsons would be forced to pay the debt "if it is legally enforceable."

271. On March 3, 2015, the Robinsons were served with a complaint in foreclosure that had been filed in the Circuit Court of Price County, Wisconsin.

272. On that same date, Mrs. Robinson attempted to contact Respondent. She again called each extension at his office for which she had a number, but no one answered the office phones.

273. Mrs. Robinson called Mr. Kosar's mobile phone telephone number and was able to speak with him.

(a) Mr. Kosar stated that he had just seen Respondent in the office;

(b) Mrs. Robinson told him that she had just made several telephone calls to the office which went unanswered, so she left a message for a return call;

(c) Mr. Kosar suggested that Mrs. Robinson call Respondent's office again for assistance.

274. By email to Respondent dated March 4, 2015, Mrs. Robinson outlined all of her concerns and questioned why Respondent had taken so long to:

(a) Learn that he was unable to assist the Robinsons in the matter about which he had solicited their business; and,

(b) Communicate that information to her.

275. Respondent failed to reply to Mrs. Robinson's email.

276. Mr. and Mrs. Robinson consulted with Wisconsin counsel to file an answer to the mortgage foreclosure action.

277. Successor counsel advised the Robinsons to send another email to Respondent inquiring about whether he would pursue the matter further on their behalf.

278. Mrs. Robinson sent Respondent another email dated March 5, 2015.

279. Respondent failed to respond to Mrs. Robinson's email.

280. The Robinsons' successor counsel advised them to hire a Pennsylvania lawyer to pursue a legal malpractice action against Respondent.

281. Respondent did not deposit any of the installments of the advance payments of fee into an IOLTA or other client trust account.

282. Respondent failed to refund to the Robinsons any portion of the advance payment of fee that he charged and collected in the course of his unauthorized practice of law, totaling $2,800.

283. By his conduct as alleged in paragraphs 225 through 282 above, Respondent violated the following Wisconsin Rules of Professional Conduct:

(a) SCR 20:7.3, which states that a lawyer shall not by in-person or live telephone or real-time electronic contact solicit professional employment from a prospective client when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain, unless the person contacted (1) is a lawyer; or (2) has family, close personal or prior professional relationship with the lawyer.

(b) SCR 20:1.5(a), which states that a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses.

(c) SCR 20:5.5(a)(1), which states a lawyer shall not practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction.

(d) SCR 20:1.15(b)(1), which states that a lawyer shall hold in trust, separate from the lawyer's own property, that property of clients and 3rd parties that is in the lawyer's possession in connection with the representation. All funds of

clients and 3rd parties paid to a lawyer or law firm in connection with a representation shall be deposited in one or more identifiable trust accounts.

(e) SCR 20:1.16(d), which states that upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, 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 and 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.

(f) SCR 20:1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests by the client for information.

CHARGE X: THE KLEVER MATTER #C4-15-108

284. By Notice of Sale dated July 10, 2014, Jeffrey and Patricia Klever received a Notice from the Court of Common Pleas of Stark County, Ohio, that their property, which had been appraised at $42,000 was the subject of a foreclosure action and would be sold on September 8, 2014.

285. On or about August 25, 2014, the Klevers received a phone call from Robert Stewart, a representative of Respondent's office, about hiring Respondent to save their home from foreclosure.

286. Respondent had no close personal, family, or prior professional relationship with the Klevers.

287. Mr. Stewart informed the Klevers that:

(a) Respondent's office could help them get their payments reduced;

(b) Respondent's office would send a cease-and-desist letter to counsel for the lender; and,

(c) The Klevers should send Mr. Stewart a copy of the letter they received from their lender;

(d) Respondent got on the line and spoke to the Klevers about their mortgage foreclosure matter;

(e) He informed them that he could get their monthly payments reduced to $189;

(f) Respondent told the Klevers that his fee to represent them would be $3,000;

(g) He told them there were still time for him to stop the mortgage foreclosure on their property;

(h) The Klevers informed Respondent that they did not have $3,000, but they could make installment payments on his requested retainer; and,

(i) Respondent agreed to accept installments of $500 per month on the third day of each month from the Klevers until the retainer was paid in full.

288. Respondent was not licensed to practice law in the State of Ohio.

289. On August 25, 2014, Respondent's office sent the Klevers a service/retainer agreement, the terms of which provided that Respondent total fee would be paid as an "inclusive flat fee" in the amount of $3,000.

290. Respondent's law office would assist the Klevers in "loss mitigation services" for their mortgage loan on their Ohio property.

291. At or about that time, the Klevers sent to Mr. Stewart a copy of the Notice of Sale they had received from their lender.

292. On September 4, 2014, Respondent received $500 as a result of a direct debit from Mrs. Klever's bank account.

293. On September 8, 2014, the Klevers' property was sold at a sheriff's sale to their lender.

294. Shortly after the September 8, 2014 sheriff's sale, the Klevers were notified that their property had been sold.

295. Respondent failed to take any action on behalf of the Klevers to halt the sheriff's sale of their property.

296. In about mid-September 2014, Mrs. Klever called Mr. Stewart and informed him that their house had been sold to a subsidiary of their mortgage lender.

(a) Mr. Stewart informed Mrs. Klever that Respondent's office had mailed a letter in an effort to stop the sheriff's sale on their property;

(b) Mr. Stewart would speak with Respondent and have him call her;

(c) Mr. Klever asked Mr. Stewart to send her a copy of the letter that had been sent to counsel for the lender.

297. Mr. Stewart did not provide the Klevers with a copy of the letter that was purportedly sent to counsel for the lender in order to stop the foreclosure sale of the Klevers' property.

298. A few days later, Mrs. Klever was able to speak with Respondent about their sheriff's sale of the property and he informed Mrs. Klever "Well, I guess you'd better find somewhere else to live," and hung up on her.

299. On October 8, 2014, the lender filed a Motion for Entry of Confirmation of Sale and Distribution of Proceeds in regard to the sale of the Klevers' property and also filed a Notice of Assignment of Bid in regard to their foreclosure action against the Klevers' property.

300. On October 15, 2014, Respondent received a payment of $500 from the Klevers via a direct debit from Mrs. Klever's bank account.

301. Respondent failed to deposit the $1,000 that he had received from the Klevers for the representation into an IOLTA or other trust account.

302. In or about late October 2014 Mrs. Klever called Mr. Stewart and told him that the Klever's wanted a refund of the $1,000 that they had paid to Respondent, since he had not done anything to assist them.

303. Respondent failed to refund the $1,000 that he had received from the Klevers.

304. In or about the beginning of November 2014, Mrs. Klever sent Respondent a letter requesting a refund of the $1,000 that he had received as a fee from the Klevers and she requested copies of the letters that Respondent's office had purportedly sent to their lender and/or counsel for the lender.

305. Respondent failed to reply to Mrs. Klever's letter, refund to the Klevers any portion of the $1,000 fee that Respondent had received, or send to the Klevers copies of any letter that he had purportedly sent on their behalf to their lender and/or counsel for their lender.

306. By his conduct as alleged in paragraphs 284 through 305 above, Respondent violated the following Ohio Rules of Professional Conduct:

(a) RPC 7.3(a), which states that a lawyer shall not by in-person, live telephone, or real-time electronic contact solicit professional employment when a

significant motive for the lawyer's doing so is the lawyer's pecuniary gain, unless either of the following applies: (1) the person contacted is a lawyer; (2) the person contacted has a family, close personal, or prior professional relationship with the lawyer.

(b) RPC 1.5(a), which states a lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee. A fee is clearly excessive when, after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee is in excess of a *reasonable* fee.

(c) RPC 5.5(a), which states a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

(d) RPC 1.15.(c), which states that a lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expensed incurred.

(e) RPC 1.16(d), which states that as part of the termination of representation, a lawyer shall take steps, to the extent *reasonably* practicable, the protect a client's interest. The steps include giving due notice to the client, allowing *reasonable* time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules. Client papers and property shall be promptly delivered to the client. "Client

papers and property" may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence and expert reports, and other items *reasonably* necessary for the client's representation.

(f) RPC 1.3, which states a lawyer shall act with *reasonable* diligence and promptness in representing a client.

CHARGE XI: THE PATRICK W. WALSH MATTER #C4-15-506

307. On or about January 27, 2015, Michael Jacob, a non-lawyer employee of Respondent's law office, called Patrick Walsh and told him that Respondent's office represented homeowners who were having difficulties with their mortgages. Mr. Jacob solicited professional employment on behalf of Respondent to have him represent Mr. Walsh and his wife in a loan modification with their lender regarding their existing mortgage on residential realty located in Glenview, Illinois.

308. Respondent had no close personal, family, or prior professional relationship with Mr. Walsh.

309. Mr. Jacob informed Mr. Walsh that Respondent's fee to represent him and his wife would be $6,000 and Respondent needed an initial retainer of $2,000 with the balance to be paid within 60 days.

310. Respondent was not licensed to practice law in Illinois.

311. By email dated January 27, 2015, Mr. Jacob informed Mr. Walsh that:

(a) He had attached a packet of documents for completion and return to Respondent's office;

(b) An initial payment of $2,000 had been received by Respondent;

(c) Respondent would contact the lender to begin the negotiation process with an understanding that the $4,000 balance would be paid within 60 days;

(d) In order for Respondent to get started on their case, the Walshes were required to forward a copy of their mortgage statement, a completed Retainer Agreement and the appropriate Payment Authorization Form.

312. The attached packet of documents included a Credit/Debit Card Authorization Form, and Retainer Agreement, and an Applicate for Loss Mitigation Legal Services.

313. On January 27, 2015, Mr. Walsh completed the Credit/Debit Card Authorization Form and faxed it to Respondent's office.

314. On or about January 27, 2015, Respondent charged $2,000 to Mr. Walsh's Diner's Club credit card account as payment of a portion of Respondent's fee for representation of the Walshes.

315. At or about that time the Walshes faxed to Respondent a signed copy of an Application for Loss Mitigation Legal Services, Scope of Representation, Service/Retainer Agreement, Client Attestation Regarding Non-Guarantee Policy, and Attestation by Client Regarding Services Provided forms.

316. By letter dated January 28, 2015, Respondent informed the Walshes that, among other things, he needed copies of various documents sent to his office.

317. The Walshes provided Respondent with the documents he had requested.

318. By letter dated February 9, 2015, sent via fax, Respondent told the Walshes' lender that they retained him and the lender should send to Respondent certain documents that he had requested.

319. By letter dated February 18, 2015, Respondent informed the lender that he wanted to explore all the foreclosure workout options concerning the Walshes' mortgage loan and any monetary delinquencies they might have accrued.

320. On or about February 24, 2015, the lender sent Respondent pay-off information for the Walshes' mortgage that he had requested.

321. On February 28, 2015, Respondent charged Mr. Walsh's Diner's Club credit card a second installment of $2,000.

322. On March 27, 2015, Respondent charged Mr. Walsh's Diner's Club credit card for a third installment of $2,000 for the payment of Respondent's fee.

323. Respondent failed to deposit any of the installment payments into an IOLTA or other client trust account.

324. By letter dated April 7, 2015, sent by fax, Respondent asked the lender to send to him various documents regarding the Walshes' mortgage.

325. On or about April 14, 2015, the lender informed Respondent that his letter request was overbroad and it could not provide him with all of the information he had requested.

326. Respondent failed to communicate further with the lender on behalf of the Walshes.

327. In April 2015 Mr. Walsh called Respondent's office and left a message for him or his representative to call Mr. Walsh about the loan modification matter.

328. Respondent failed to have anyone return Mr. Walsh's telephone call and no one from Respondent's office communicated with him about the status of his loan modification matter.

329. In May 2015 Mr. Walsh again called Respondent's office about the loan modification and requested a return call.

330. Respondent again failed to have anyone from his office return Mr. Walsh's call about the representation.

331. At or about the beginning of June 2015 Mr. Walsh called Respondent's office, but he found that the telephone number was out of service.

332. In mid-July 2015 Mr. Walsh called Respondent's mobile phone number several times, but each time he received a voicemail message instructing him to call an 800 number that Mr. Walsh had already found was not in service.

333. By letter dated July 21, 2015, Mr. Walsh informed Respondent that he:

(a) Had made several attempts to contact him, but had had no success;

(b) Considered Respondent's activity and that of Mr. Jacob to be "criminal" due to the lack of response and their clear attempt to deceive the Walshes by the solicitation for representation in their mortgage modification matter;

(c) He was terminating the fee agreement with Respondent and expected from Respondent a full reimbursement of the $6,000 advance payment of fee.

334. Respondent failed to reply to Mr. Walsh's letter, refund to the Walshes any portion of the $6,000 advance payment of fee that Respondent had requested and collected from them, and failed to take any significant action on behalf of the Walshes in his representation of them.

335. By his conduct as alleged in paragraphs 307 through 334 above, Respondent violated the following Illinois Rules of Professional Conduct:

(a) RPC 7.3(a), which states that a lawyer shall not by in-person, live telephone or real-time electronic contact solicit professional employment from a prospective client when a significant motive for the lawyer's doing so is the lawyer's

pecuniary gain, unless the person contacted: (1) is a lawyer; or (2) has family, close personal, or prior professional relationship with the lawyer.

(b) RPC 1.5(a), which states a lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses.

(c) RPC 5.5(a), which states a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so. \

(d) RPC 1.15(c), which states a lawyer shall deposit in a client trust account funds received to secure a payment of legal fees and expenses, to be withdrawn by the lawyer only as fees are earned and expenses incurred.

(e) RPC 1.16(d), which states upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interest, such as giving reasonable notice to the client, allowing time for the employment of other counsel, surrendering papers and properties 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.

(f) RPC 1.3, which states, a lawyer shall action with reasonable diligence and promptness in representing a client.

(g) RPC 1.4(a)(4), which states a lawyer shall promptly comply with reasonable request for information.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

336. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a five-year suspension. Respondent hereby consents to the discipline being imposed upon him. Attached to this Petition is Respondent's executed Affidavit required by Pa.R.D.E. 215(d), stating that he consents to the recommended discipline and including the mandatory acknowledgements contained in Pa.R.D.E. 215(d)(1) through (4), inclusive.

337. Petitioner and Respondent respectfully submit that the following aggravating factors exist:

(a) By Order of the Superior Court of Connecticut, Judicial District of Hartford, dated January 13, 2015, Respondent was disbarred from the practice of law in the State of Connecticut; and,

(b) Respondent failed to reimburse to all but one of the clients/potential clients, *supra*, the advance payment of fee to which he was not entitled.

338. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that the following mitigating circumstances exist:

(a) Respondent has voluntarily offered to enter into this agreement;

(b) Respondent has no history of discipline in Pennsylvania; and,

(c) On March 26, 2015, Respondent forwarded to Stanley V. Kowalewski a bank check in the amount of $3,000 to comply with the Connecticut Reviewing Committee's order of restitution for Respondent having engaged in the unauthorized practice of law in Connecticut.

339. The filing of formal charges has been approved for six of the eleven files involved in this petition.

340. At least four claims are pending before the Pennsylvania Lawyers Fund for Client Security (PaLFCS).

341. The PaLFCS has entered an award in favor of one claimant in the amount of $3,000.

342. Attorneys who engage in the unauthorized practice of law, coupled with other serious misconduct, typically receive lengthy suspensions. *ODC v. Schwartz*, 204 DB 2014, involves a Joint Petition in Support of Discipline on Consent Under Rule 215(d), Pa.R.D.E. Schwartz, who had been admitted to the practice of law in the Commonwealth of Pennsylvania in 2007 and operated out of an office in Houston, Texas, but had never been admitted to the Bar of the State of Louisiana, was retained by a client in a personal injury matter in the United States District Court for the Eastern District of Louisiana. Schwartz had co-counsel who was a member of the Louisiana Bar and Schwartz entered

his appearance as "of counsel," although he was listed on the docket as counsel of record and it was he who received the notices from the District Court.

343. Schwartz assisted in preparing answers to interrogatories and participated when his client was deposed. Although Schwartz had worked with the same co-counsel on approximately 25 cases in the Louisiana courts and had previously been admitted *pro hac vice* in those matters, he failed to seek admission in the District Court matter in question. The Louisiana Office of Disciplinary Counsel filed formal charges against Schwartz for engaging in the unauthorized practice of law. Schwartz defended the Louisiana disciplinary matter, in which it was ultimately determined that he had violated Louisiana's RPC 5.5.

344. The Louisiana Supreme Court determined that the appropriate sanction for Schwartz's violation would have been a three-year suspension if Schwartz had been a member of the Louisiana Bar; however, the Louisiana Supreme Court, instead, enjoined Schwartz from seeking full admission to the Louisiana Bar or from seeking admission to practice in Louisiana on any basis, limited or otherwise. Under Rule 216(d), Pa.R.D.E., Schwartz's final adjudication of misconduct in Louisiana conclusively established the misconduct for purposes of a Pennsylvania disciplinary proceeding.

345. Schwartz, who was 84 years old, had practiced law in Texas for more than sixty years. The joint recommendation for discipline was a three-year suspension, made retroactive to the date of the Louisiana Supreme Court Order. The mitigating factors taken

into account were Schwartz's voluntary agreement to the discipline on consent and the lack of a history of discipline in Pennsylvania.

346. A three-member panel of the Disciplinary Board recommended, and the Supreme Court of Pennsylvania ordered, that Schwartz be suspended for a period of three years retroactive to February 14, 2014.

347. Respondent in the instant matter participated in Connecticut's disciplinary prosecution of him for the misconduct in question. The discipline imposed upon Respondent was Connecticut's equivalent of a public reprimand with the attached condition that he repay to the client his $3,000 advance payment of fee. When Respondent failed to comply with the condition and failed to respond to a rule to show cause why greater discipline should not be imposed upon him for that additional offense, the Superior Court of Connecticut disbarred Respondent.

348. ODC submitted the Connecticut order for disbarment to the Supreme Court of Pennsylvania for consideration of the imposition of reciprocal discipline. Respondent raised a factual issue of notice, which ODC was able to rebut; however, the Supreme Court chose not to decide that issue without the benefit of a hearing and referred the matter back for formal proceedings.

349. *ODC v. Crane*, No. 85 DB 2013, involved the filing of a Joint Petition in Support of Discipline on Consent in a three-charge matter involving Crane's failure to

diligently handle five matters in Philadelphia traffic court, failure to communicate with his clients about those cases, failure to maintain entrusted funds and refund unearned fees, and failure to inform the clients of his temporary suspension and his consequent inability to represent the affected clients. Crane's aggravating factors that were considered included an informal admonition with conditions imposed in two prior, similar matters, Crane's failure to file two statements of position, and his failure to provide ODC with client files and financial records requested from him in connection with those DB-7 requests. Crane's mitigating factors were his cooperation, insofar as he entered into the joint petition with ODC and, if the matter were to proceed to a disciplinary hearing, Crane would present evidence of a psychiatric diagnosis provided by a mental health professional.

350. A three-member panel of the Board recommended, and the Supreme Court ordered, that Crane be suspended for a period of three years, retroactive to the effective date of the Supreme Court Order placing him on temporary suspension.

351. Absent the prior discipline of an informal admonition with conditions in two matters and the consideration of *Braun*-type mitigation to offset the aggravating factors, *Crane* is somewhat similar to the instant matter, although the cited case involved fewer clients.

352. In *ODC v. Bohmueller*, No. 53 DB 2011, after several days of hearings, Bohmueller was found to have acted together with another attorney to perpetrate a living trust scheme in which Bohmueller assisted non-lawyers in the unauthorized practice of law,

failed to give clients necessary advice, and made his own economic interests paramount. Bohmueller targeted as potential clients senior citizens, whom he attracted through seminars and targeted, telephone and direct mail solicitations. The scheme was to convince the targeted clientele that they should avoid probate in Pennsylvania and they could do so by paying for a living trust, the benefits of which were misrepresented to them by Bohmueller's agents. Bohmueller had minimal-to-no interaction with his clients and permitted his non-lawyer agents to counsel those clients without his supervision.

353. The Board held that "the unauthorized practice of law is at the heart of this matter," and that the Supreme Court has consistently held that lawyers who engage in the unauthorized practice of law have committed serious misconduct. The Board concluded that Bohmueller's conduct was particularly serious because he assisted laypersons in the practice of law and those agents gave misleading advice that was intended to achieve Bohmueller's self-serving goal. Bohmueller failed to acknowledge his misconduct or show remorse for it. The Board declined to follow the hearing committee's recommendation for a suspension of two years due to Bohmueller's four-year-long pattern of misconduct "inflicted upon the unsuspecting public, most of whom were elderly citizens... ." The Board recommended disbarment and the Supreme Court disbarred Bohmueller by Order dated January 23, 2015.

354. Respondent's misconduct in the instant matter is remarkably similar to that of Bohmueller in the cited case. Respondent has been engaged in his alleged misconduct since at least 2011, he has employed non-lawyers to not only solicit clients to hire

Respondent in their attempt to refinance their residential realty, but he has abandoned many of those clients by a lack of communication, diligence, and advice for which they paid in advance. Often, Respondent's non-lawyer employees served as a useless buffer between Respondent and his clients, who were not in a financial position to risk losing the $3,000 advance payment of fee to Respondent while they were having difficulty making their mortgage payments. The purpose of the FTC's MARS Rule is to protect that segment of the public upon which Respondent chose to prey by prohibiting advance payments of fee unless those consumers engaged a lawyer who, presumably, could be trusted to escrow the advanced fee until an acceptable refinancing arrangement could be reached between the lender and the borrower. Respondent circumvented that protection for no other reason than his own financial benefit.

355. *ODC v. Mandale*, No. 37 DB 2012, involved a prosecution for six separate matters charging Mandale with violations of the Rules of Professional Conduct to which he did not respond and, therefore, were deemed admitted. Mandale failed to appear for the disciplinary hearing. The underlying facts are that he had been administratively suspended from the practice of law for failure to file his annual registration statement and pay the license fee. Nevertheless, Mandale continued to represent five clients in tax matters in which he either failed to initiate contact with the taxing authorities, or failed to complete the matters which he had begun for his clients. Mandale's lack of diligence, lack of communication, and failure to maintain entrusted funds and return unearned fees to his clients, as well as his failure to notify his clients of his administrative suspension and his

consequent inability to represent them, resulted in the finding that he had violated the Rules of Professional Conduct.

356. The only mitigating factor in *Mandale* was a lack of prior discipline, which the Board stated "is not a compelling factor, considering that [Mandale] has only been admitted since 2005 and was administratively suspended in 2010." His failure to answer the petition and his failure to appear at the disciplinary hearing "calls into question his fitness to practice law." The Board recommended disbarment for Mandale's course of deceptive conduct with regard to his clients and prospective clients, his unauthorized practice of law and misrepresenting to unsuspecting clients that he was eligible to practice law, his retention of unearned fees and subsequent misappropriation of those funds, and his lack of acceptance of responsibility or an expression of remorse "embodied the antithesis of what the public expects and deserves from an ethical lawyer." The Supreme Court adopted that recommendation and disbarred Mandale by Order dated June 19, 2013.

357. *Mandale* is similar to Respondent's case regarding his failure to notify clients and prospective clients that he was not admitted to practice in the jurisdictions where they and/or their realty were located. Respondent failed to complete some applications for refinancing on behalf of his clients, and failed to take any meaningful steps at all on behalf of other clients. He also failed to adequately communicate with them about the status of the matters for which they had advanced his fee. Respondent failed to maintain those fees separate from his own property, as he was required to do. Now, Respondent is unable to return those funds to his clients.

358. In *ODC v. Mazzeo*, No. 156 DB 2007, Mazzeo admitted that during a period of five years in regard to a single client matter he charged an excessive fee, and collected the money and kept it when he was confronted about the fee. Mazzeo lied to his client, lied to the Social Security Administration, and lied to ODC in order to cover up his misconduct. Ultimately, Mazzeo admitted his misconduct and reimbursed his client. The Board found that Mazzeo could have resolved the excessive-fee issue immediately when it was pointed out to him but, instead, he:

> Committed egregious acts of unprofessional behavior by lying; not just once, but several times. [Mazzeo]'s client was not an educated person or conversant with the legal system, nor was he a person of economic means. The public perception of [Mazzeo]'s actions is that an educated lawyer callously took advantage of an uneducated, nearly destitute individual in an attempt to make a profit.

359. The mitigating factors in *Mazzeo* were that it appeared to have been an isolated incident in a 25-year legal career. Although Mazzeo attempted to offer *Braun*-type evidence, he failed to meet the evidentiary standard for purposes of mitigation. The hearing committee recommended a five-year period of suspension, and the Board concurred, although the Board also recommended that Mazzeo serve a suspension of one year and one day and the remainder of the suspension be stayed with probation. Three Board members dissented in favor of a five-year suspension. A five-year suspension was imposed by the Supreme Court.

360. The facts in *Mazzeo*, in some respects, parallel those of the instant matter, which involves charging and collecting an illegal, unreasonable, or excessive fee, refusing

to return the fee, and taking advantage of clients who do not have the economic means to challenge Respondent's conduct. Mazzeo, like the Respondent herein, did not have a prior record of discipline. Similar to Mazzeo, Respondent belatedly seeks to acknowledge his misconduct. The overriding concern in the instant matter is that Respondent has engaged in multiple instances of misconduct and cannot presently reimburse each of his clients.

361. Wherefore, Petitioner and Respondent respectfully request that:

(a) Pursuant to Rule 215(e) and 215(g), Pa.R.D.E., a three-member panel of the Disciplinary Board review and approve the above Joint Petition in Support of Discipline on Consent for the imposition of a five-year suspension.

(b) Pursuant to Rule 215(i), the three-member panel of the Disciplinary Board order Respondent to pay the necessary expenses incurred in the investigation of this matter as a condition to the grant of the Petition and that all expenses be paid by Respondent before the imposition of discipline under Rule 215(g), Pa.R.D.E.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

By _____
Cory John Cirelli
Disciplinary Counsel

and

By_____
Michael Andrew Rabel, Esquire
Respondent

By_____
John E. Quinn, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	: No. 2144, Disciplinary Docket
	: No. 3 – Supreme Court
Petitioner :	
	: No. 33 DB 2015 – Disciplinary Board
	: (Complaint File No. C4-14-643)
v.	: and
	: Complaint File Nos. C4-13-229,
	: C4-13-447, C4-13-850, C4-13-885,
	: C4-14-288, C4-15-83, C4-15-108,
	: C4-15-371, C4-15-406 and C4-15-506
	:
MICHAEL ANDREW RABEL	: Attorney Registration No. 201443
	:
Respondent :	(Allegheny County)

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

Respondent, Michael Andrew Rabel, hereby states that he consents to a five-year suspension as jointly recommended by Petitioner, Office of Disciplinary Counsel and Respondent in the Joint Petition In Support Of Discipline On Consent and further states that:

1. 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 the consent; and, he has consulted with counsel in connection with the decision to consent to the imposition of discipline;

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

3. He acknowledges that the material facts set forth in the Joint Petition are true; and,

4. He consents because he knows that if the charges pending against him continue to be prosecuted in the pending proceeding, he could not successfully defend against them.

Michael Andrew Rabel, Esquire
Respondent

Sworn to and subscribed
before me this 23
day of November, 2015.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lyndsey K. Crate, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires March 17, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Lyndsey K. Crate
Notary Public

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	: No. 2144, Disciplinary Docket : No. 3 – Supreme Court
v.	: No. 33 DB 2015 – Disciplinary Board : (Complaint File No. C4-14-643) and : Complaint File Nos. C4-13-229, C4-13-447, C4-13-850, C4-13-885, C4-14-288, C4-15-83, C4-15-108, C4-15-371, C4-15-406 and C4-15-506
MICHAEL ANDREW RABEL, Respondent	: Attorney Registration No. 201443 : (Allegheny County)

VERIFICATION

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

12/21/15
Date

Cory John Cirelli
Disciplinary Counsel

11/23/15
Date

Michael Andrew Rabel, Esquire
Respondent

11/24/15
Date

John E. Quinn, Esquire
Counsel for Respondent