

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 3117 Disciplinary Docket No. 3
	:	
	:	No. 34 DB 2025
Petitioner	:	
	:	Attorney Registration No. 18839
v.	:	
	:	(Philadelphia)
FAYE RIVA COHEN,	:	
	:	
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 20th day of June, 2025, upon consideration of the Recommendation of the Three- Member Panel of the Disciplinary Board, the Joint Petition in Support of Discipline on Consent is granted, and Faye Riva Cohen is suspended on consent from the Bar of this Commonwealth for a period of one year and one day. The suspension is stayed in its entirety, and Respondent is placed on probation for two years, subject to the following conditions:

1. Respondent shall take two hours of CLE on handling client funds (*i.e.*, Philadelphia Bar Association, IOLTA Management for Lawyers, The Nuts and Bolts of Handling IOLTA Trust Accounts) and provide the Office of Disciplinary Counsel with written proof of having taken the CLE.
2. Respondent shall take two hours of CLE on drafting fee agreements and provide the Office of Disciplinary Counsel with written proof of having taken the CLE.
3. Respondent shall not violate any Rules of Professional Conduct or Rules of Disciplinary Enforcement.

4. Respondent shall agree to participate in any complaint filed with the Philadelphia Bar Association Client-Lawyer Fee Resolution Program or arbitration and abide by the decisions rendered in any future fee dispute with her clients.
5. Upon completion of probation, Respondent shall file a sworn certification to the Disciplinary Board that she has complied with all the conditions of probation. Respondent shall pay the expenses incurred in the investigation and processing of this matter. See Pa.R.D.E. 208(g).

A True Copy Nicole Traini
As Of 06/20/2025

Attest: Nicole Traini
Chief Clerk
Supreme Court of Pennsylvania

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 34 DB 2025
Petitioner	:	
	:	
v.	:	Attorney Reg. No. 18839
	:	
FAYE RIVA COHEN,	:	
Respondent	:	(Philadelphia County)

Petitioner, Office of Disciplinary Counsel, by Thomas J. Farrell, Chief Disciplinary Counsel, and Harriet R. Brumberg, Disciplinary Counsel, and Respondent, Faye Riva Cohen, Esquire, and Respondent's counsel, Samuel C. Stretton, Esquire, file this Joint Petition In Support of Discipline on Consent under Pennsylvania Rule of Disciplinary Enforcement 215(d), and respectfully represent that:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, 601 Commonwealth Avenue, Suite 2700, P.O. Box 62485, Harrisburg, Pennsylvania 17106, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement (hereinafter "Pa.R.D.E."), with the power and duty to investigate all matters involving alleged misconduct of any attorney admitted to practice law in the Commonwealth of

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The Disciplinary Board of the

Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of said Rules.

2. Respondent, Faye Riva Cohen, was born in 1947, and was admitted to practice law in the Commonwealth of Pennsylvania on May 6, 1974.

3. Respondent is currently on active status and has an office address at 2047 Locust Street, Philadelphia, PA 19103-5613.

4. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

II. FACTUAL ADMISSIONS AND VIOLATIONS OF RULES OF PROFESSIONAL CONDUCT

CHARGE I: THE NAYLORS

5. The IRS assessed Peter and Maria Naylor (the Naylor) approximately \$14,000 in fines as a result of a mistake made by their accountant.

6. Thereafter, Mr. Naylor filed a *pro se* appeal in Tax Court instead of filing an appeal with the IRS and inadvertently omitted his wife on the appeal.

7. The Naylor had a deadline of August 18, 2021, to resolve their IRS matter and wanted an attorney to represent them in Tax Court.

8. The Naylor's contacted Legal Shield, their legal insurance provider, who referred the Naylor's to Fiffik Law Group, who in turn, referred the Naylor's to Respondent for legal assistance.

9. On Friday morning, August 13, 2021, the Naylor's had a telephone consultation with Respondent, during which time:

- a. Respondent advised the Naylor's that Respondent required a \$3,000 retainer to begin working on their legal matter;
- b. Mrs. Naylor alleges she stated, "It's usually customary to obtain and review the fee agreement before sending any retainer payment";
- c. Respondent replied that the fee agreement would be sent for the Naylor's' signature after the retainer was received via credit card; and
- d. Respondent transferred the telephone call to Account Manager Brian Lambert.

10. During the Naylor's' telephone conversation with Mr. Lambert:

- a. the Naylor's asked the specific hourly rate for legal services;
- b. Mr. Lambert replied that the hourly rate was in the fee agreement; and
- c. Mr. Lambert requested that the Naylor's sign the fee agreement as soon as possible so that the firm's tax attorney, Adam Bernick, Esquire, could begin working on their matter when he returned from vacation on Monday, August 16, 2021.

11. Thereafter on the morning of August 13, 2021, the Naylor's paid Respondent's \$3,000 retainer via their Citi credit card.

12. By email to the Naylor's at 11:30 a.m. on August 13, 2021, Mr. Lambert:

- a. attached a fee agreement and intake form;
- b. requested that the Naylor's sign the fee agreement and complete the intake form as soon as possible; and
- c. stated that work would begin on the Naylor's' legal matter upon receipt of the signed and completed documents.

13. Respondent's retainer agreement provided, Paragraph 3, "Retainer and Payment":

- a. Respondent's reduced hourly rate as a Legal Shield member was \$296.25 for court conferences, appearances, and administrative hearings, and \$288.75 "for services not involving the same" (¶ 3.(a.));
- b. the client agrees that all funds remitted "to the Firm ***will not*** be deposited into a client trust account but rather will be deposited into the Firm's general bank account" (Emphasis in original) (*id.*);
- c. the client "**understands that all amounts paid . . . are non-refundable, because of time and administrative costs involved in establishing a new case file and assigning work**" (Emphasis in original) (*id.* ¶ 3(b.));
- d. in the event that the Fee Agreement is not signed by the Client, but the retainer amount is paid to the Firm, "**the Client agrees that a verbal contract will have been**

established by said payment and all of the terms and conditions of the Fee Agreement will apply” (Emphasis in original) (*id.* ¶ 3(b.));

- e. we “agree to accept what my attorney recommends as a reasonable settlement offer” (*id.* ¶ 3(c.)); and
- f. if we do not agree with the settlement offer, we “agree to discharge or not contest the Firm’s attorney’s petition/motion for a discharge” (*id.* ¶ 3(c.)).

14. Respondent failed to advise the Naylor’s during Respondent’s telephone consultation that:

- a. Respondent’s retainer fee would be deposited into Respondent’s law firm’s general bank account and not in Respondent’s IOLTA account;
- b. Respondent’s retainer fee would be non-refundable;
- c. upon the Naylor’s sending Respondent a retainer fee, the Naylor’s would be entering into an oral agreement for Respondent’s legal services; and
- d. the Naylor’s must accept Respondent’s settlement recommendation or agree to discharge Respondent as their attorney.

15. Respondent failed to obtain the Naylor’s’ informed consent, confirmed in writing, to deposit legal fees and expenses paid in advance into Respondent’s law firm’s general bank account.

16. Respondent’s fee agreement providing that the Naylor’s must accept Respondent’s settlement recommendation or agree to discharge

Respondent as their attorney was an unreasonable limitation of the scope of the representation.

17. Respondent failed to explain matters to the Naylor's so that they could make an informed decision regarding the representation.

18. The Naylor's did not sign Respondent's fee agreement.

19. At 9:02 a.m. on Monday, August 16, 2021, Mr. Naylor called Mr. Lambert and left a message on his voicemail stating that he had reviewed Respondent's fee agreement, was not comfortable with the "non-refundable" retainer provision, and requested a return call.

20. Mr. Lambert did not return Mr. Naylor's telephone call.

21. At 12:37 p.m. on August 16, 2021, Mrs. Naylor sent an email to Mr. Lambert stating that she and her husband had a question before they would sign and return the fee agreement and intake form.

22. At 12:43 p.m. on August 16, 2021, Mr. Lambert sent an email advising that Respondent would not change her fee agreement so Respondent's fee would be refundable and requesting that the Naylor's return the signed documents as soon possible

23. At 2:06 p.m. on August 16, 2021, Mr. Naylor spoke to Mr. Bernick, during which time:

- a. Mr. Naylor stated that he wanted the fee agreement to be amended;
- b. after a brief hold, Mr. Bernick reported that Respondent would not amend the agreement;
- c. Mr. Naylor explained that without the amendment, he was not certain whether he and Mrs. Naylor would proceed with Respondent's law firm; and
- d. Mr. Bernick relayed that Respondent's law firm had already begun working on the Naylor's legal matter and Fiffik Law Group had emailed the Naylor's documents to Respondent's law firm.

24. Respondent then joined the telephone conversation and stated:

- a. Respondent's law firm would immediately stop working on the Naylor's matter;
- b. the Naylor's would need to sue Respondent in court for a refund of their retainer; and
- c. the Naylor's would miss their deadline in Tax Court.

25. At 3:01 p.m., on August 16, 2021, Mrs. Naylor emailed Mr. Lambert informing him that the Naylor's would not be hiring Respondent's law firm and would not be sending any documents to the firm.

26. On August 17, 2021:

- a. at 3:53 p.m., Mrs. Naylor emailed Mr. Lambert and requested that Respondent's firm refund the Naylor's retainer and advised that if Respondent did not refund the retainer within 10 days, the Naylor's would file a complaint with the Pennsylvania Disciplinary Board; and

- b. at 5:14 p.m., Mr. Lambert sent an email stating that Respondent's firm had corresponded with Legal Shield and to discuss the matter with them.

27. Respondent attempted to charge an excessive legal fee.

28. On or before September 8, 2021, the Naylor's contacted their credit card company to stop payment to Respondent.

29. By letter dated September 8, 2021, to Citi credit card services, Respondent wrote:

- a. "there was an oral agreement between the Naylor's and me";
- b. "the Naylor's' chargeback attempt puts them in breach of contract"; and
- c. Mrs. Naylor is "not due a credit of the amount she paid to this Firm."

30. Respondent engaged in conduct involving deceit and misrepresentation when Respondent wrote to Citi that there was an "oral agreement between the Naylor's and me," when in fact, there was no agreement as Respondent failed to disclose material facts regarding the scope of Respondent's representation and obtain the Naylor's' informed consent to deposit their legal fee into Respondent's law firm's general bank account.

31. Respondent failed to promptly refund Respondent's unearned fee to the Naylor's.

32. In November 2021, Respondent refunded \$2,387.49 to the Naylor's.

33. Legal Shield subsequently refunded the remaining portion of the Naylor's \$3,000 fee.

34. By Respondent's conduct as alleged in Paragraphs 5 through 33 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.2(a), which states a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify;
- b. RPC 1.2(c), which states a lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent;
- c. RPC 1.4(a)(1), which states a lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules;

- d. RPC 1.4(b), which states a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- e. RPC 1.5(a), which states a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee;
- f. RPC 1.15(i), which states a lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner;
- g. 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 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;
- h. RPC 8.4(a), which states it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another; and
- i. RPC 8.4(c), which states it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation, except that a lawyer may advise, direct, or supervise others, including clients, law enforcement officers, and investigators, who participate in lawful investigative activities.

CHARGE II: THE ESTATE OF NOLAN M. WILLIAMS

A. Complaint of Danielle Williams, M.D.

35. On September 1, 2007, Nolan M. Williams, M.D., (Decedent) a resident of Philadelphia County, died intestate.

36. Decedent fathered five children (the Heirs) with five different mothers.

37. While the Decedent was studying abroad in Denmark in the 1960's, Decedent fathered three sons out of wedlock: Nolan Mattsson Williams; Troeles Klojgaard; and Christian Zilstoff.

38. In 1974, Virginia Basquin, gave birth to Danielle Williams ("Dr. Williams"), daughter of decedent.

39. In 1980, Lois Austin gave birth to Malik Williams, son of decedent.

40. On April 15, 2008, Dr. Williams, a resident of California, was granted letters of administration for the Estate of Nolan M. Williams (the "Estate").

41. Prior to June 3, 2009, Dr. Williams consulted with Respondent about filing a Petition to resign as Administratrix following receipt of a petition filed by one of the other heirs to remove her as Administratrix.

42. On June 3, 2009, the Register of Wills of Philadelphia County (Register) issued a decree accepting the resignation of Dr. Williams as Administratrix and granting Letters of Administration D.B.N. to Respondent.

43. On July 6, 2009:

- a. Respondent filed a Petition for Probate and Grant of Letters of Administration for the Estate with the Register;
- b. the Register granted Respondent Letters of Administration D.B.N. to be the Administratrix of the Estate; and
- c. Respondent signed an Oath of Personal Representative.

44. Respondent failed to timely file a verified inventory of all real and personal property of the decedent after Respondent's appointment, as required by 20 P.S. § 3301(c).

- a. When the inventory was initially due, however, Dr. Williams was serving as Administratrix.

45. On May 26, 2010, Respondent filed a verified inventory of all real and personal property with the Register listing the following assets in the Commonwealth of Pennsylvania:

- a. 2118 Stenton Ave., Philadelphia, PA 19138;
- b. 241 N. 59th St., Philadelphia, PA 19104;
- c. 5532 Harmer St., Philadelphia, PA 19131;
- d. 913 N. 45th St., Philadelphia, PA 19104;

- e. 410 N. 59th St., Philadelphia, PA 19104;
- f. 6326 Regent St., Philadelphia, PA 19142;
- g. Commerce Bank account #1;
- h. Commerce Bank account #2;
- i. Wachovia Bank;
- j. Commerce Bank, account # 3; and
- k. Bank of America.

46. Respondent attached a memorandum to the Inventory explaining that Decedent may have owned additional real estate outside the Commonwealth and Respondent was “in the process of gathering this information and will file a supplemental Inventory when more information is obtained.”

47. Respondent failed to act with competence and diligence and file a supplemental Inventory when Respondent obtained information about Decedent’s ownership of real estate in the Cayman Islands as required by 20 P.S. 3303.

48. The estimated value of Estate assets in the Commonwealth of Pennsylvania totaled \$362,659.99.

49. On June 28, 2010, Respondent sold the Stenton Ave. property for \$41,093.42.

50. Respondent did not pay the Commonwealth of Pennsylvania's inheritance tax when it was due, as required by 72 Pa.C.S.A. § 9142.

a. When the inheritance tax was initially due, however, Dr. Williams was serving as Administratrix.

51. On June 28, 2010, Respondent filed a Pennsylvania Inheritance Tax Return with the Department of Revenue and sent payment of \$14,164.57, of which \$12,754.10 was taxes owed and \$1,410.49 was interest.

52. On or about June 29, 2010, the Grand Court of the Cayman Islands in Probate and Administration commenced ancillary probate of the administration of Decedent's assets in the Cayman Islands. Cause No. 110/09.

53. Respondent was appointed Personal Representative of Decedent's Estate in the Cayman Islands.

54. On August 13, 2010, Respondent sold Regent St. for \$16,242.59.

55. On or about November 12, 2012, Respondent provided the Heirs with the First Family Settlement Agreement ("Settlement Agreement"), which provided, in pertinent part:

- a. the Heirs acknowledge that Decedent's real estate in Pennsylvania shall be divided equally among them;
- b. Decedent's Cayman Island assets shall be distributed pursuant to an agreement drawn by Cayman Island counsel; and
- c. the Heirs acknowledged that in addition to Respondent's legal fee, Respondent would be entitled to a commission of 5% of the gross value of the estate for Respondent's services as Personal Representative and Respondent agreed to waive the commission if all the Heirs signed the Settlement Agreement.

56. Respondent attached the following exhibits to the Settlement Agreement:

- a. Exhibit "A," Certificate of Death;
- b. Exhibit "B," Grant of Letters of Administration D.B.N.;
- c. Exhibit "C," settlement statements for Regent St. and Stenton Ave. properties;
- d. Exhibit "D," Estate checking account at Wachovia Bank (now Wells Fargo Bank) showing \$83,905.94;
- e. Exhibit "E," Estate Accounting from August 3, 2009, to October 31, 2012, listing assets, gains/losses, disbursements, and income;

- f. Exhibit "F," \$275,000 appraisal for Decedent's undeveloped real property in the Cayman Islands valued in Cayman Islands dollars; and
- g. Exhibit "G," invoice for an advertisement alerting creditors to Decedent's death.

57. Between November 2012 and June 2013, Respondent and the five Heirs signed the Settlement Agreement.

58. As of July 17, 2013, \$6,692.12 remained in the Estate checking account and \$15,041.40 remained in the Estate savings account.

- a. Respondent failed to timely provide the heirs with an accounting subsequent to October 31, 2012, setting forth the disposition of the Estate assets, disbursements, and income.

59. On July 18, 2013, in accordance with the Settlement Agreement, the remaining four Philadelphia properties were distributed equally to the Heirs, and on July 19, 2013, the deeds to the properties were recorded.

60. Respondent failed to act with the competence and diligence necessary for the representation and promptly disburse the remaining assets of the Estate, provide a final accounting, and complete Respondent's administration of the Estate.

- a. Dr. Williams, while being represented by her own counsel, refused to sell the Cayman Islands property and instead tried to negotiate a resolution with the other Heirs, delaying the Estate administration.

61. Respondent failed to file a Report of Uncompleted Administration showing the date by which Respondent reasonably believed the administration will be completed.

62. On or before June 17, 2014, Respondent provided the Heirs with a First Family Settlement Deed (Settlement Deed) concerning the Decedent's ownership of undeveloped real property in the Cayman Islands and Metropolitan Investment Co., Ltd. (Metropolitan); the Settlement Deed:

- a. provided for equal distribution of the real property and shares of Metropolitan;
- b. on June 16, 2014, was signed by Nolan Mattsson;
- c. on June 17, 2014, was signed by Lois Austin, POA for Malik Williams;
- d. on June 17, 2014, was signed by Christian Zilstoff;
- e. on July 7, 2014, was signed by Respondent as Personal Representative, Law Office of Riva Faye Cohen, and President and Secretary of Law Office of Riva Faye Cohen;
- f. on July 8, 2014, was signed by Dr. Williams; and
- g. was not signed by Troeles Klojgaard.

63. In July 2019, Respondent closed the Estate's Wells Fargo Bank checking account, in which:

- a. from July 2009 to July 2019, Respondent had deposited approximately \$164,564.40;

- b. Respondent paid herself legal fees of \$27,727.36;
- c. there were no funds left in the account as of April 2019;
and
- d. from July 31, 2015 to April 30, 2019, the only transactions in the account were bank service fees, resulting in \$640.59 being unnecessarily depleted from the Estate.

64. The Probate, Estates, and Fiduciary Code (PEF Code), 20 Pa.C.S. § 2108, provides that for purposes of inheritance, an adopted person shall be considered the issue of the adopting parent and an adopted person shall not be considered as continuing to be the child of his natural parents.

65. Pa. R.O.C.P. 2.10, Foreign Heirs and Unknown Distributees, provides that in preparing an accounting:

- a. if it appears that a decedent may have heirs in a foreign country but if their location is unknown, then the accountant or his or her counsel shall notify the consulate of the country; and
- b. if it appears that the whereabouts of a distributee is unknown and may not have the actual benefit of property to be awarded to him, then the accountant or his or her counsel shall submit a report to the court or auditor outlining the investigation made and the relevant facts.

66. From time to time, Dr. Williams would request that Respondent provide her with documents and information regarding Respondent's administration of the Estate, including: proof that Respondent had hired an

investigator to find the Heirs from Denmark; copies of the birth certificates for Nolan M. Christian and Troeles Klojgaard; an accounting of Respondent's handling of estate assets; contact information for the Cayman Islands attorney; and a copy of the Estate file.

67. Respondent failed to promptly comply with Dr. Williams's reasonable requests and provide her with the requested information, including an accounting and records regarding her efforts to locate the heirs.

68. From time to time, Dr. Williams raised concerns about whether Decedent's sons born in Denmark could legally inherit from Decedent's Estate, including questioning their paternity and whether they had been legally adopted, despite having signed agreements acknowledging the paternity of the other Heirs.

- a. Respondent failed to act with the competence and diligence necessary for the representation and promptly determine whether the sons were legally entitled to inherit from the Decedent.

69. On November 20, 2021, Dr. Williams requested that Respondent resign as Administrator of the Estate.

70. By email dated January 11, 2022, Respondent sent Dr. Williams and Ms. Austin:

- a. a Release Agreement that provided, in pertinent part:

- i. the parties must pay a “non-refundable amount of \$3,000 to cover legal services related to filing with the Register leave to resign as the Administratrix”;
 - ii. the parties waived their right to file for an accounting; and
 - iii. the parties acknowledge that the Personal Representative is entitled to 5% commission and Respondent waived the right to the commission if all Heirs executed the agreement, no accounting is filed in Philadelphia, and no one contests any accounting filed in the Cayman Islands;
- b. an Accounting Statement for November 20, 2021, to January 10, 2022, that:
 - i. set forth legal services purportedly provided by Respondent’s law office;
 - ii. claimed \$3,972 for legal services that were purportedly provided; and
 - iii. stated that \$3,972 was due;
- c. a cover letter that stated, **“I cannot proceed with the resignation until the \$5,890 due is paid.”** (emphasis in original)

71. Respondent charged an excessive fee for her legal services.

72. Respondent attempted to charge an excessive fee for her resignation.

73. Dr. Williams retained Sommer Miller, Esquire, who contacted Respondent regarding Dr. Williams' interests in the Estate matter.

74. Prior to July 2022, Ms. Miller sent Respondent a letter requesting the files from Decedent's Estate.

75. Respondent failed to promptly comply with Ms. Miller's request for the Estate files due to the large size of Dr. William's file; Respondent, however, sent some documents to Ms. Miller.

76. During the week of July 17, 2022, Respondent spoke with Ms. Miller about the Estate, at which time:

- a. Ms. Miller renewed her request for the Estate files;
- b. Respondent explained that Respondent would not withdraw as Personal Representative of the Estate until Respondent was fully compensated; and
- c. Respondent could not explain why the Decedent's Pennsylvania Estate was still open.

77. As set forth, *supra*, Respondent failed to communicate with the Heirs about the unresolved status of Decedent's Estate.

78. As set forth, *supra*, Respondent failed to explain matters to the Heirs to the extent necessary for them to make informed decisions about Respondent's continued representation.

79. As set forth, *supra*, Respondent failed to act with the requisite competence and diligence necessary to complete the administration of Decedent's Estate that had remained open since 2008.

80. As set forth, *supra*, Respondent failed to abide by the Heirs' objectives to promptly distribute the assets of the Estate, provide a final accounting, and complete Respondent's administration of the Estate after fourteen years as Administratrix.

81. On December 22, 2023, Respondent signed a Resignation Agreement, pursuant to which Respondent agreed to prepare and file a Petition for Citation with the Register requesting leave to resign as Administratrix and for Dr. Williams to be appointed as her successor.

82. On February 29, 2024, the Register granted Respondent's Petition.

83. As of the date of Respondent's resignation on February 29, 2024, \$539.54 remained in the Estate savings account at Wells Fargo Bank, while approximately \$53,001 had been deposited in the Estate's savings account since its opening on January 21, 2010.

84. By Respondent's conduct as alleged in Paragraphs 35 through 83 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.1, which states a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation;
- b. RPC 1.2(a), which states a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify;
- c. RPC 1.3, which states a lawyer shall act with reasonable diligence and promptness in representing a client;
- d. RPC 1.4(a)(3), which states a lawyer shall keep the client reasonably informed about the status of the matter;
- e. RPC 1.4(a)(4), which states a lawyer shall promptly comply with reasonable requests for information;
- f. RPC 1.4(b), which states a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- g. RPC 1.5(a), which states a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee;
- h. RPC 1.15(e), which states except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to

Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment;

- i. 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 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;
- j. RPC 8.4(a), which states it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another; and
- k. RPC 8.4(c), which states it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation, except that a lawyer may advise, direct, or supervise others, including clients, law enforcement officers, and investigators, who participate in lawful investigative activities.

B. Estate Bank Records and Respondent's Annual Registration Forms

85. Respondent is the owner and operator of the law firm, Law Office of Faye Riva Cohen, P.C.

86. Pa.R.D.E. 219(c) requires all attorneys on or before July 1 of each year to file a Pennsylvania Attorney Annual Registration Form with the Attorney Registration Office.

87. Pa.R.D.E. 219(c)(1)(iii) requires the attorney to set forth on the Form:

- a. Financial accounts and information identified in Enforcement Rule 221(q).

88. Enforcement Rule 221(q), expressly provides that an attorney "shall identify":

- a. All accounts in which the attorney held funds of a client or a third person subject to Pa. RPC 1.15, (Pa.R.D.E. 221(q)(1));
- b. Every account not reported under paragraph (1) that held funds of a client or a third person (whether or not subject to Pa. RPC 1.15) over which the attorney had sole or shared signature authority or authorization to transfer funds to or from the account, (Pa.R.D.E. 221(q)(2)); and
- c. Every business operating account maintained or utilized by the attorney in the practice of law, (Pa.R.D.E. 221(q)(3)).

89. RPC 1.15(l) requires that an attorney place all fiduciary funds in a Trust Account.

90. RPC 1.15(j) requires that when an attorney holds Rule 1.15 Funds, the attorney shall also maintain another account that is not used to hold such funds.

91. From January 21, 2010, through at least February 2024, Respondent was listed as “Faye Riva Cohen, Executrix” on a Wells Fargo Savings Account for the Estate of Nolan M. Williams.

- a. All monthly statements for the account list Respondent's attorney registration address, 2047 Locust Street, Philadelphia, PA 19103.

92. From July 2009 through July 2019, Respondent was listed as “Faye Riva Cohen, Executrix” on a Wells Fargo Business Checking Account for the Estate of Nolan M. Williams.

- a. All monthly statements for the account list Respondent's attorney registration address, 2047 Locust Street, Philadelphia, PA 19103.

93. On Respondent's Pennsylvania Attorney Annual Registration Forms, Respondent:

- a. failed to set forth information from June 8, 2009, until June 27, 2024, for all accounts in which Respondent held RPC 1.15 funds for estates, clients, and third persons;

- b. failed to set forth information from May 5, 2015, until June 27, 2024, for all business operating accounts maintained in the practice of law; and
- c. from June 8, 2009, until June 27, 2024, signed Certifications falsely representing that she is familiar and in compliance with Rule 1.15 of the Pennsylvania Rules of Professional Conduct regarding the handling of funds and other property of clients and others and the maintenance of IOLTA accounts.

94. By Respondent's conduct as alleged in Paragraphs 85 through 93 above, Respondent violated the following Rules of Professional Conduct and Rule of Disciplinary Enforcement:

- a. RPC 1.15(j), which states that at all times while a lawyer holds Rule 1.15 Funds, the lawyer shall also maintain another account that is not used to hold such funds;
- b. RPC 1.15(l), which states all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the terms of the instrument governing the Fiduciary Funds; and
- c. Pa.R.D.E. 219(c)(1)(iii), which states *Annual Registration Form*. On or before July 1 of each year, all attorneys required by paragraph (a)(1) of this rule to register shall electronically file with the Attorney Registration Office a registration form. Upon an attorney's written request and for good cause shown, the Attorney Registration Office shall grant an exemption from the electronic filing requirement and provide a paper registration form to the attorney for filing;

- (1) The attorney shall provide the following information on the form.
 - (iii) The financial accounts and information identified in Enforcement Rule 221 (q); and
 - (iv) A statement that:
 - (A) the attorney is familiar and in compliance with Rule 1.15 of the Pennsylvania Rules of Professional Conduct regarding the handling of funds and other property of clients and others and the maintenance of IOLTA accounts.

CHARGE III: LEVON JACKSON AND MONICA BROWN MATTER

95. On October 13, 2020, Respondent had a telephone consultation with Ms. Monica Brown regarding obtaining Peter Dunkley's death certificate, during which time:

- a. Respondent failed to explain her fee agreement to Ms. Brown to the extent necessary to enable Ms. Brown to make an informed decision regarding the representation, including that Respondent's retainer fee would be nonrefundable;
- b. Respondent failed to obtain Ms. Brown's informed consent to not hold Ms. Brown's retainer fee separate from Respondent's own property; and
- c. Ms. Brown, agreed to retain Respondent, for a fee of \$1,500, to handle the death certificate matter.

96. After Respondent received \$1,500 from Ms. Brown for the representation, Respondent delegated Ms. Brown's legal matter to Adam Bernick, Esquire, who was then of counsel to Respondent's firm.

97. On February 1, 2021, Mr. Bernick completed legal representation of Ms. Brown in the death certificate matter for which Respondent was retained.

98. Respondent's total billing for the legal work in the death certificate matter was \$405.

99. Ms. Brown requested a refund of the remaining legal fee of \$1,095 upon the termination of Respondent's representation.

100. Respondent failed to refund her unearned \$1,095 fee to Ms. Brown upon the termination of the representation.

101. Respondent or Mr. Bernick advised Ms. Brown and Mr. Lavon A. Jackson, Ms. Brown's common law husband, that Respondent would not refund Respondent's unearned legal fee but would "transfer credit [of \$1,095] to New Matter."

102. Respondent failed to deposit the \$1,095 fee paid in advance into a trust account to be withdrawn as fees are earned.

103. The Pennsylvania Code, 204 Pa.Code § 81.109, requires attorneys to apply to the IOLTA Board for an exemption from the requirement to maintain an IOLTA account.

104. Reasons for exemptions include: an average balance below \$5,000; bank service charges exceed the income; extreme impracticality; and compelling and necessitous reasons. See 204 Pa.Code § 81.109(d).

105. An IOLTA exemption remains in effect for three years from the date the exemption is granted or there is a change of circumstances that requires the attorney to deposit Qualified Funds in an IOLTA Account.

- a. An attorney to whom an exemption is granted must reapply for the exemption within six months prior to the expiration of the exemption. 204 Pa.Code § 81.109 (e), (f), (g); see *also* PA Bulletin, Vol. 39, No. 28, July 11, 2009.

106. On October 22, 1996, the Pennsylvania IOLTA Board granted Respondent an exemption from maintaining an IOLTA account for qualified funds.

107. By letter to Ms. Cohen on February 8, 2008, the Executive Director of the Pennsylvania Interest on Lawyers Trust Account Board advised Respondent that “[a]n IOTLA exemption does not change [her] responsibility of handling client funds separate from her own in accordance

with the requirements of Rule of Professional Conduct 1.15 should [she] need to maintain a non-IOLTA attorney trust account for client funds.”

108. Respondent did not apply to renew her IOLTA exemption until November 19, 2024.

- a. Respondent maintains she was under the mistaken belief that her IOLTA exemption was permanent and not subject to the periodic reapplication requirement of 204 Pa.Code § 81.109(e), based, in part, on the language of the February 8, 2008 letter from the IOLTA Board.

109. On January 7, 2025, the IOLTA Board denied Respondent’s application for an IOLTA exemption.

110. On January 17, 2025, Respondent applied for an IOLTA account at PNC Bank.

111. Respondent is currently utilizing her IOLTA account at PNC Bank to deposit and hold fiduciary funds.

112. On Respondent’s Pennsylvania Annual Registration Forms, Respondent:

- a. failed to set forth information from June 8, 2009, until June 27, 2024, for all accounts in which Respondent held RPC 1.15 funds for estates, clients, and third persons;
- b. failed to set forth information from May 5, 2015, until June 27, 2024, for all business operating accounts maintained in the practice of law; and

- c. from June 8, 2009, until June 27, 2024, signed Certifications falsely representing that she is familiar and in compliance with Rule 1.15 of the Pennsylvania Rules of Professional Conduct regarding the handling of funds and other property of clients and others and the maintenance of IOLTA accounts.

113. On January 17, 2022, Ms. Brown sustained water damage to her apartment as a result of a flood.

114. On February 25, 2022, Mr. Jackson contacted Respondent's office regarding filing a claim with Geico Rental Insurance against Ms. Brown's and Mr. Jackson's apartment building for the flood damage.

115. Respondent requested that Ms. Brown pay her an additional \$125 for the representation in the flood damage matter, bringing the total balance of Respondent's unearned retainer to \$1,220.

- a. Respondent failed to explain her fee agreement to Ms. Brown to the extent necessary to enable her to make an informed decision regarding the representation; and
- b. Respondent failed to obtain Ms. Brown's informed consent to not to deposit her retainer fee in a trust account.

116. Respondent received the additional \$125 from Ms. Brown.

117. Thereafter, Mr. Bernick contacted Mr. Jackson's and Ms. Brown's insurance company and apartment building seeking reimbursement for the flood damage to Ms. Brown's apartment.

118. Respondent's office charged \$661.78 for legal work performed on the flood damage matter.

119. By letter dated February 12, 2023, Mr. Jackson and Ms. Brown terminated Respondent's legal services and requested that Respondent "return all credits . . . after [Respondent] deduct what's owe[d] to [Respondent]."

- a. Respondent alleges she has no record of receiving the letter.

120. Respondent failed to refund the \$558.22 owed to Ms. Brown upon the termination of the representation.

121. On March 2, 2023, Respondent's office sent Mr. Jackson and Ms. Brown a closing letter advising them that Respondent's firm was terminating representation and informing them of their January 16, 2024 deadline should they wish to commence litigation against their landlord.

122. By certified letter to Respondent's law firm on May 5, 2023, Mr. Jackson and Ms. Brown reiterated their request for a refund of Respondent's unearned \$558.22 fee.

- a. Respondent alleges she has no record of receiving the certified letter.

123. Respondent failed to respond to Mr. Jackson's and Ms. Brown's requests and promptly refund Respondent's unearned fee upon the termination of the representation.

- a. On April 25, 2025, Respondent refunded \$558.22 to Ms. Brown.

124. By Respondent's conduct as alleged in Paragraphs 95 through 123 above, Respondent violated the following Rules of Professional Conduct and Rules of Disciplinary Enforcement:

- a. RPC 1.2(a), which states a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify;
- b. RPC 1.4(b), which states a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- c. RPC 1.5(a), which states a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee;
- d. RPC 1.15(b), which states a lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own

property. Such property shall be identified and appropriately safeguarded;

- e. RPC 1.15(e), which states except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment;
- f. RPC 1.15(i), which states a lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner;
- g. RPC 1.15(j), which states that at all times while a lawyer holds Rule 1.15 Funds, the lawyer shall also maintain another account that is not used to hold such funds;
- h. 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 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;

- i. Pa.R.D.E. 219(c)(1)(iii), which states *Annual Registration Form*. On or before July 1 of each year, all attorneys required by paragraph (a)(1) of this rule to register shall electronically file with the Attorney Registration Office a registration form. Upon an attorney's written request and for good cause shown, the Attorney Registration Office shall grant an exemption from the electronic filing requirement and provide a paper registration form to the attorney for filing.
 - (1) The attorney shall provide the following information on the form:
 - (iii) The financial accounts and information identified in Enforcement Rule 221 (q); and
 - (iv) A statement that:
 - (A) the attorney is familiar and in compliance with Rule 1.15 of the Pennsylvania Rules of Professional Conduct regarding the handling of funds and other property of clients and others and the maintenance of IOLTA accounts.
- j. Pa.R.D.E. 221(c), which states all Fiduciary Funds shall be placed in a Trust Account (which, if the Fiduciary Funds are also Qualified Funds as defined in Rule 1.15(a)(9) of the Pennsylvania Rules of Professional Conduct, must be an IOLTA Account) or in another investment or account which is authorized by the law applicable to the entrustment or the terms of the instrument governing the Fiduciary Funds; and
- k. Pa.R.D.E. 221(q), which states an attorney required to file the registration form under Enforcement Rule 219(a), with the exception of a person holding a Limited In-House Corporate Counsel License under Pennsylvania Bar

Admission Rule 302 or a foreign legal consultant license under Pennsylvania Bar Admission Rule 341, shall identify the financial accounts enumerated in paragraphs (1) – (3) during the period from May 1 of the previous year to the date of the filing of the registration form. For each account, the attorney shall provide the name of the Financial Institution, as defined in Pa.R.P.C. 1.15(a)(4), or other bank or investment fund as allowed by Pa.R.P.C. 1.15(k) and (l), its location within or outside the Commonwealth, account number, type of account, and whether the account held funds subject to Pa.R.P.C. 1.15.

1. all accounts in which the attorney held funds of a client or a third person subject to Pa.R.P.C. 1.15;
2. every account not reported under paragraph (1) that held funds of a client or a third person (whether or not subject to Pa.R.P.C. 1.15) over which the attorney had sole or shared signature authority or authorization to transfer funds to or from the account; and
3. every business operating account maintained or utilized by the attorney in the practice of law.

III. JOINT RECOMMENDATION FOR DISCIPLINE

125. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a one-year-and-one-day suspension, stayed in its entirety, and a two-year concurrent term of probation with conditions.

126. Respondent hereby consents to the discipline being imposed by the Supreme Court of Pennsylvania. Attached to this Petition is

Respondent's executed Affidavit required by Pa.R.D.E. 215(d), which states that she consents to the recommended discipline and the mandatory acknowledgements contained in Pa.R.D.E. 215(d)(1) through (4).

127. Petitioner and Respondent respectfully submit that there are weighty mitigating factors; Respondent has:

- a. no record of discipline, having practiced law for over 50 years;
- b. recognized her wrongdoing by entering into a DOC;
- c. demonstrated her rehabilitation by opening an IOLTA account;
- d. refunded \$558.22 to Ms. Brown;
- e. substantially revised her fee agreement, removing paragraphs requiring Respondent's clients to agree to her settlement recommendations and stating a client's payment of her retainer fee, standing alone, constitutes an oral contract;
- f. refunded \$2,387.49 to the Naylor's;
- g. lectured locally and nationally on employment and civil rights law;
- h. served as a volunteer for the U.S.D.Ct. EDPA's Employment Law Panel and Social Security Panel; and
- i. regularly provided *pro bono* and reduced hourly rate representation to family law clients of Christian Legal Services.

128. Petitioner and Respondent respectfully submit that Respondent's failure to initially cooperate with ODC, provide requested records, and promptly undertake remedial measures is an aggravating factor. Petitioner and Respondent acknowledge Respondent's delay in providing records was due, in part, to the volume of records, bank account statements having to be obtained directly from financial institutions, and Respondent's difficulties in transmitting records to her attorney via electronic means.

129. Attorneys who mishandle their law firm's bank accounts and incorrectly complete their Annual Attorney Fee Forms often receive a Public Reprimand. See, e.g., **Office of Disciplinary Counsel v. Richard Patrick Gainey**, No. 160 DB 2018 (D.Bd. Order 4/15/2020)(Gainey received a Public Reprimand for mismanaging his IOLTA account, failing to list all bank accounts on his annual Attorney Fee Form, commingling entrusted funds, and failing to keep required records of entrusted funds; in mitigation, Gainey admitted his misconduct and acknowledged that his conduct warranted discipline); **Office of Disciplinary Counsel v. William Paul Marshall**, No. 66 DB 2019 (D.Bd. Order 4/25/2019)(Disciplinary Board imposed a Public Reprimand on Marshall explaining "from the time of [Marshall's] admission

to practice in 1990 until approximately 2017, [he] routinely violated the recordkeeping and fiduciary rules” (p. 10), paid business and personal expenses from his IOLTA account, and improperly deposited funds in his IOLTA account; in mitigation, Marshall expressed remorse, recognized his wrongdoing, and took remedial measures); **Office of Disciplinary Counsel v. Clair Michelle Stewart**, No. 228 DB 2018 (D.Bd. Order 12/21/2018)(on consent) (Public Reprimand imposed on Stewart, who from at least September 2012 to August 2017 mishandled, commingled, and wrongly deposited personal funds in her IOLTA account; in mitigation, Stewart reimbursed funds she wrongly withdrew from her IOLTA account).

130. A term of suspension may be imposed, however, when an attorney’s misconduct encompasses more than their incorrect Fee Forms and bookkeeping errors. See, e.g., **Valerie Andrine Hibbert**, No. 215 DB 2019 (D.Bd. Rpt. 2/17/2021)(S.Ct. Order 4/27/2021) (Hibbert received a one-year-and-one-day suspension for mishandling and commingling IOLTA and third party funds, failing to deposit retainer fees paid in advance into an IOLTA account or obtain clients’ informed consent not to do so, failing to promptly refund unearned fees and return client files; in aggravation, Hibbert failed to cooperate with ODC and provide requested records); **Office of**

Disciplinary Counsel v. Alan Kane, No. 77 DB 2021 (D.Bd. Rpt., p. 23 3/8/2023)(S.Ct. Order 4/19/2023) (Kane, whose “actions were [] motivated by his own personal interest in securing his fee,” failed to abide by his client’s decisions regarding the scope of representation, communicate with his unsophisticated client to the extent necessary to enable her to make informed decisions regarding the representation, maintain confidential communications, and timely return his client’s file, received a one-year-and-day suspension for his misconduct in one client matter; in mitigation, Kane practiced law for 28 years without any discipline of record; in aggravation, Kane failed to accept responsibility, show remorse, and “recognize his wrongdoing, raising doubts as to his fitness to practice law”); and ***Office of Disciplinary Counsel v. Albert M. Sardella***, No. 132 DB 2019 (D.Bd. Rpt. 9/2/2020)(S.Ct. Order 12/1/2020) (Supreme Court imposed a two-year suspension on Sardella, who failed to comply with IOLTA rules for over 20 years, failed to disclose IOLTA, escrow, and operating accounts on his Fee Forms, signed Forms falsely certifying the accuracy of the information contained therein, had an escrow account that was out of trust on multiple occasions, incorrectly deposited flat fees and fully earned fees into an escrow account, and wrongly paid his personal expenses and law firm’s

operating expenses from an escrow account; in mitigation, Sardella self-reported his failure to comply with IOLTA, cooperated with the IOLTA Board, and paid interest due to the IOLTA Board; and in aggravation, Sardella did not accept full responsibility or express genuine remorse for his misconduct).

131. The totality of Respondent's conduct merits more than a Public Reprimand. Like Gainey, Marshall, and Stewart, Respondent failed to properly handle her law firm's bank accounts, correctly report all her accounts on her Fee Forms, and falsely certified on her Forms that she was in compliance with the RPCs and Pa.R.D.E. But unlike Gainey, Marshall, and Stewart, Respondent engaged in additional wrongdoing, including deceitful conduct regarding her fee in the **Naylors** matter, lack of competence, diligence, and communication in the **Williams Estate** matter, and failure to explain matters to the extent necessary to enable Ms. Brown to make an informed decision regarding Respondent's representation and handling of her retainer fee in the **Jackson/Brown** matters. Moreover, similar to attorneys Hibbert, Kane, and Sardella, there are serious aggravating factors--Respondent failed to initially cooperate with ODC and undertake prompt remedial measures. Accordingly, a term of suspension would be warranted.

132. Nonetheless, in contrast to Hibbert, Kane, and Sardella, Respondent ultimately recognized her wrongdoing and accepted responsibility. Additional mitigating factors include Respondent's having: belatedly refunded her unearned fee to the Naylor and Mr. Jackson/Ms. Brown; resigned from being the Administratrix of the Williams Estate; opened an IOLTA account; amended her fee agreement to conform to the RPCs; engaged in extensive community service; and no record of public discipline, having practiced law for over 50 years. Thus, it does not appear that Respondent is a danger to the public and must participate in a reinstatement hearing to establish she is fit to resume the practice of law.

133. Consistent with precedent, *supra*, ODC and Respondent agree Respondent's receipt of a one-year-and-day suspension, stayed in its entirety, and a two-year concurrent term of probation with conditions would be sufficient to protect the public. As a condition of Respondent's two-year concurrent term of probation, Respondent would be required to take two-hours of CLE on handling client funds and an additional two-hours of CLE on drafting fee agreements as well as to cooperate with the Client-Lawyer Fee Dispute Resolution Program should any complaint be filed with the Philadelphia Bar Association.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. Pursuant to Pa.R.D.E. 215(e) and 215(g), the three-member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent and recommend to the Pennsylvania Supreme Court that the Court enter an Order that Respondent receive a suspension of one year and one day, stayed in its entirety, and a two-year concurrent term of probation with the following conditions that Respondent:
 1. take 2 hours of CLE on handling client funds (*i.e.*, Philadelphia Bar Association, *IOLTA Management for Lawyers: The Nuts and Bolts of Handling IOLTA Trust Accounts*) and provide ODC with written proof of having taken the CLE;
 2. take 2 hours of CLE on drafting fee agreements and provide ODC with written proof of having taken the CLE;
 3. not violate any Rules of Professional Conduct or Rules of Disciplinary Enforcement;
 4. agree to participate in any complaint filed with the Philadelphia Bar Association Client-Lawyer Fee Resolution Program or arbitration and abide by the decisions rendered in any future fee dispute with her clients; and
 5. upon completion of probation, submit a sworn certification to the Disciplinary Board that she has complied with all conditions of probation.
- b. Pursuant to Pa.R.D.E. 215(i), the three-member panel of the Disciplinary Board recommend to the Pennsylvania

Supreme Court that the Court enter an Order for Respondent to pay the necessary expenses incurred in the investigation and prosecution of this matter, and that under Pa.R.D.E. 208(g)(1), all expenses be paid by Respondent within 30 days after notice transmitted to the Respondent of taxed expenses.

Respectfully and jointly submitted,

OFFICE OF DISCIPLINARY COUNSEL

Thomas J. Farrell
CHIEF DISCIPLINARY COUNSEL

May 9, 2025
Date

By Harriet R. Brumberg
Harriet R. Brumberg
Disciplinary Counsel

May 9, 2025
Date

By Faye Riva Cohen
Faye Riva Cohen
Respondent

5/9/2025
Date

By Samuel C. Stretton
Samuel C. Stretton
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 34 DB 2025
Petitioner	:	
	:	
v.	:	Attorney Reg. No. 18839
	:	
FAYE RIVA COHEN,	:	
Respondent	:	(Philadelphia County)

VERIFICATION

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

May 9, 2025
Date

By Harriet R. Brumberg
Harriet R. Brumberg
Disciplinary Counsel

May 9, 2025
Date

By Faye Riva Cohen
Faye Riva Cohen
Respondent

5/9/2025
Date

By Samuel C. Stretton
Samuel C. Stretton
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 34 DB 2025
Petitioner	:	
	:	
v.	:	Attorney Reg. No. 18839
	:	
FAYE RIVA COHEN,	:	
Respondent	:	(Philadelphia County)

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


Respondent, Faye Riva Cohen, hereby states that she consents to the imposition of a suspension of one year and one day, stayed in its entirety, and a two-year concurrent term of probation; Respondent further states that:

1. Her consent is freely and voluntarily rendered; she is not being subjected to coercion or duress; she is fully aware of the implications of submitting the consent; and she has consulted with an attorney in connection with the decision to consent to discipline;

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

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


4. She consents because she knows that if the charges continue to be prosecuted in the pending proceeding, she could not successfully defend against the charges.



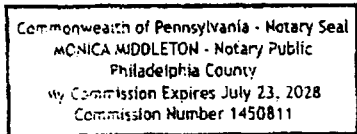
Faye Riva Cohen
Respondent

Sworn to and subscribed

before me this 9th
day of May, 2025.



Notary Public



CERTIFICATE OF COMPLIANCE

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

Submitted by: Office of Disciplinary Counsel

Signature: Harriet R. Brumberg

Name: Harriet R. Brumberg, Disciplinary Counsel

Attorney No.: 31032