

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2443 Disciplinary Docket No. 3
	:	
Petitioner	:	No. 42 DB 2017
	:	
v.	:	Attorney Registration No. 28134
	:	
RICHARD S. ROSS,	:	(Allegheny County)
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 12th day of February, 2018, 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, and Richard S. Ross 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 he is placed on probation for a period of two years, subject to the following conditions:

1. Respondent shall repay Henry Kopczynski the \$4,500 balance of the \$5,000 which he received as an unearned fee, at the rate of \$750 per month, beginning from the date of this Order, so that the entire amount is repaid within six months;
2. Respondent shall obtain a practice monitor, approved by the Office of Disciplinary Counsel, who will meet with Respondent at Respondent's office and make quarterly reports to the Secretary of the Disciplinary Board;
3. Respondent shall submit quarterly reports and documentation to Petitioner in which he attests to his compliance with Rule of Professional Conduct 1.15;

4. At the conclusion of the prescribed period of probation, Respondent shall apply for termination of probation, in accordance with Section 89.294 of the Disciplinary Board Rules; and
5. Respondent shall pay costs to the Disciplinary Board pursuant to Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 2/12/2018

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	
	:	
Petitioner	:	No. 42 DB 2017
	:	
v.	:	
	:	
RICHARD S. ROSS,	:	Attorney Registration No. 28134
	:	
Respondent	:	(Allegheny County)

REVISED 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 Susan N. Dobbins, Disciplinary Counsel, and Respondent Richard S. Ross, Esquire, and John E. Quinn, Esquire, Counsel for Respondent, file this Revised Joint Petition In Support Of Discipline On Consent Under Rule 215(d), Pa.R.D.E., and respectfully represent 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, Richard S. Ross, was born in 1951. He was admitted to practice law in the Commonwealth of Pennsylvania on October 17, 1978. Respondent's office address is Ross Law, 201 Penn Center Boulevard, Suite 400, Pittsburgh, PA 15235.

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

CHARGE I - ODC MATTER

Background

4. By check number 1034 dated July 31, 2015, made payable to Sharon Lee, in the amount of \$2,500.00, drawn on Respondent's First Commonwealth Bank IOLTA Account number ending in 7087, captioned "Richard S. Ross Attorney At Law IOLTA Account," (hereinafter IOLTA Account), and annotated "Baptie," Respondent disbursed funds to Ms. Lee with which he was entrusted on her behalf.

5. On August 18, 2015, check number 1034 cleared Respondent's IOLTA Account and created an insufficient balance in the IOLTA Account of a negative \$2,485.64.

6. On or about August 18, 2015, a Dishonored Escrow/Trust Check Reporting Form of Financial Institutions was generated by First Commonwealth Bank noting that Respondent's IOLTA Account was overdrawn in the amount of \$2,485.64 due to the payment of check number 1034, in the amount of \$2,500.00.

7. By letter to Respondent dated August 28, 2015, Kathryn J. Peifer, Esquire, Executive Director of the Pennsylvania Lawyer's Fund for Client Security (hereinafter, PaLFCS), requested from Respondent, in part, within seven (7) business days of the receipt of her letter, a written documented explanation as to why the overdraft occurred, including the monthly periodic statements of account for the past three months.

8. On September 9, 2015, Respondent telephoned the PaLFCS's office and advised them that his response would be provided within the next two days.

9. By letter to Respondent dated September 15, 2015, sent to him by certified/electronic, return receipt requested, Ms. Peifer informed Respondent that:

(a) They had not received any reply to their Overdraft Notification letter to him dated August 28, 2015;

(b) Within five (5) business days of Respondent's receipt of the letter, he was requested to kindly provide her with a written, documented explanation of the circumstances surrounding the overdraft as requested in her original letter; and,

(c) Failure to provide the information requested would result in the immediate referral of this matter to the Office of Disciplinary Counsel.

10. By facsimile dated September 16, 2015, Respondent responded to the PaLFCS's original inquiry to Respondent.

11. By letter dated September 17, 2015, Ms. Peifer:

(a) Acknowledged receipt of Respondent's September 16, 2015 facsimile;

(b) Informed Respondent that the explanation did not include the verification language in accordance with their August 28, 2015 letter, therefore, they needed Respondent to sign and return the enclosed form;

(c) Advised Respondent that the explanation indicated check #1036 in the amount of \$2,500.00 was issued to Respondent and cashed, however, the check was endorsed "for deposit";

(d) Asked Respondent for a clarification of that issue;

(e) Told Respondent that they needed to receive a copy of the Statement of Distribution signed by the client for the Stewart matter discussed in the explanation; and,

(f) Needed to receive all requested information and documentation on or before October 1, 2015.

12. By email dated September 24, 2015, Respondent sent Ms. Peifer a letter dated September 22, 2015 informing her, among other things, that:

(a) He was enclosing the verification form that had been signed and dated;

(b) With respect to check #1036, it was withdrawn (not cashed) and deposited into Respondent's personal account;

(c) The purpose of this withdrawal was to offset the deposit that was made on 7/30/15 and to acknowledge that the payment to the client was being made in cash;

(d) The reason that the check was not actually cashed, but rather deposited, was because he has/had cash on hand from furniture and household sales that he was conducting and had more cash than he needed on hand;

(e) To keep the escrow account straight, it was shown as a "cash" check to serve as a reminder that a cash payment was intended to be made to the client;

(f) Respondent recognized that it was somewhat awkward, but that was what was done and why; and,

(g) Respondent would provide her with a copy of the settlement agreement once he retrieved it from storage.

13. By facsimile dated September 30, 2015, Respondent forwarded Ms. Peifer copies of the settlement distribution on the Stewart file, a letter from State Farm Claims to Ms. Stewart, and the settlement check.

Barber

14. By check number 579, dated June 10, 2015, in the amount of \$500.00, made payable to Respondent as Escrow Agent and annotated, "Shields Deposit," Amanda Barber entrusted Respondent with money on her behalf.

15. On June 15, 2015, Respondent deposited or caused to be deposited the proceeds of the \$500.00 check into Respondent's IOLTA Account.

16. At that time, Respondent was entrusted with \$500.00 on behalf of Ms. Barber.

17. By check number 1026, dated June 15, 2015, in the amount of \$500.00, made payable to Respondent and drawn on his IOLTA Account, Respondent disbursed funds to himself.

18. At that time, Respondent had misappropriated the \$500.00 that Ms. Barber had entrusted him with on her behalf.

19. By check number 0245, dated August 6, 2015, in the amount of \$500.00, made payable to "Richard Ross IOLTA," and drawn on Respondent's First Commonwealth Bank personal account number 7300867103 (hereinafter, personal account), Respondent deposited personal funds into his IOLTA Account on August 6, 2015.

20. By check number 1035, dated August 5, 2015, in the amount of \$500.00, made payable to Security Settlement Services, Inc., drawn on Respondent's IOLTA Account and annotated "Barber Mecum Escrow," Respondent disbursed the funds with which he had

been previously entrusted on behalf of Ms. Barber. Said check was presented to First Commonwealth Bank for payment on August 7, 2015.

Stewart

21. On March 20, 2015, Respondent entered into a Contingent Fee Agreement with Pamela Stewart in which Respondent was to receive twenty (20%) percent of the gross amount of any settlement.

22. By check dated June 22, 2015, in the amount of \$13,285.14, made payable to Pam Stewart and Respondent as her attorney, State Farm Fire and Casualty Company settled Ms. Stewart's claim against them.

23. On June 29, 2015, Respondent deposited or caused to be deposited the proceeds of the \$13,285.14 settlement check into Respondent's IOLTA Account.

24. Respondent was to receive twenty (20%) percent of the reduced settlement proceeds as his fee.

25. By check number 1027, dated June 30, 2015, in the amount of \$3,000.00, made payable to Respondent and drawn on Respondent's IOLTA Account, Respondent disbursed to himself funds from Ms. Stewart's settlement.

26. By check number 1028, dated July 1, 2015, in the amount of \$1,158.00, made payable to Respondent and drawn on Respondent's IOLTA Account, Respondent disbursed to himself additional funds in regard to the Stewart matter. Respondent was

owed \$1,000.00 on a \$5,000.00 recovery from the carrier for the storage center in the Stewart matter plus \$158.00 still owed from the settlement with State Farm pursuant to the Fee Agreement.

27. On July 2, 2015, Respondent deposited or caused to be deposited the proceeds of the \$1,158.00 check into Respondent's First Commonwealth Bank Operating Account.

28. By check number 1029, dated July 2, 2015, in the amount of \$5,000.00, made payable to Respondent and drawn on Respondent's IOLTA Account, Respondent disbursed to himself additional funds in regard to the Stewart matter.

29. On July 3, 2015, Respondent deposited or caused to be deposited the proceeds of the \$5,000.00 check into a non-escrow account.

30. Respondent was not entitled to the additional \$5,000.00 that Respondent withdrew from Respondent's IOLTA Account in regard to the Stewart matter.

31. On July 3, 2015, the balance in Respondent's IOLTA Account was \$4,140.48, which was \$6,487.63 (\$10,628.11 minus \$4,140.48) below Respondent's entrustment on behalf of Ms. Stewart.

32. On July 21, 2015, Respondent deposited or caused to be deposited \$6,000.00, which consisted of two checks, one in the amount of \$5,000.00 and the other in the

amount of \$1,000.00, both drawn on Respondent's personal account, into Respondent's IOLTA Account.

33. On July 22, 2015, the \$5,000.00 check drawn on Respondent's personal account that Respondent deposited to Respondent's IOLTA Account was returned for having insufficient funds in that account.

34. On July 27, 2015, Respondent deposited or caused to be deposited into Respondent's IOLTA Account check number 0230, dated July 26, 2015, in the amount of \$5,000.00, made payable to Respondent and drawn on Respondent's personal account.

35. By check number 1032, dated July 21, 2015, in the amount of \$10,126.12, made payable to Ms. Stewart, drawn on Respondent's IOLTA Account and annotated "Balance Claim Due," Respondent disbursed to Ms. Stewart funds that Respondent had been entrusted with on her behalf.

Lee

36. On July 30, 2015, Respondent deposited or caused to be deposited into his IOLTA Account \$2,500.00 in cash which he received from Attorney Patrick Thomassey on behalf of Sharon Lee.

37. At that time, Respondent was entrusted with \$2,500.00 on behalf of Ms. Lee.

38. By letter dated July 31, 2015, Respondent informed Ms. Lee, among other things, that:

(a) Respondent was confirming his phone call with her yesterday, in which Respondent told her he had finally received the money from Richard Baptie, through his attorney, Pat Thomassey;

(b) Respondent went to the courthouse Thursday morning at 9:00 a.m. and received from Mr. Thomassey an escrow check in the amount of \$2,000.00 payable to her and \$3,000.00 in cash;

(c) Not wanting to send cash through the mail, Respondent deposited the cash in Respondent's Escrow Account and Respondent now was issuing her a check in the amount of \$2,700.00 [sic] from Respondent's Escrow Account for a total \$4,700.00; and,

(d) Respondent had deducted a fee in the amount of \$300.00 for the final work done to bring this matter to a final conclusion.

39. In fact, Respondent had taken \$500.00 as a fee from the \$3,000.00 in cash entrusted to him on behalf of Ms. Lee and paid to Respondent in cash by Mr. Thomassey.

40. By check number 1034, dated July 31, 2015, in the amount of \$2,500.00, made payable to Ms. Lee, drawn on Respondent's IOLTA Account and annotated "Baptie," Respondent disbursed to Ms. Lee the funds that he had been entrusted with on her behalf.

41. By check number 1036, dated August 13, 2015, in the amount of \$2,500.00, made payable to Respondent and drawn on Respondent's IOLTA Account, Respondent disbursed funds to himself.

42. On August 13, 2015, Respondent deposited the proceeds of the \$2,500.00 check made payable to himself into a non-escrow account.

43. Respondent did not maintain the \$2,500.00 with which he had been entrusted on behalf of Ms. Lee.

44. On August 17, 2015, when Ms. Lee negotiated Respondent's check number 1034 in the amount of \$2,500.00, it was returned because of insufficient funds in Respondent's IOLTA Account.

45. By check number 0257, dated August 21, 2015, in the amount of \$2,500.00, made payable to Respondent and drawn on Respondent's personal account, Respondent deposited personal funds into Respondent's IOLTA Account to cover the "NSF" check that Respondent had issued to Ms. Lee.

CHARGE II – KOPCZYNSKI MATTER

46. In July of 2011, Henry Kopczynski met with Respondent about representing his son, Matthew A. Kopczynski (hereinafter, Matthew), to get Matthew's criminal conviction of theft by unlawful taking expunged from his record.

47. Thereafter, on August 4, 2011, Mr. Kopczynski and Matthew met with Respondent at Starbucks Coffeehouse in Monroeville, PA about the representation.

48. By check number 1663, dated August 4, 2011, in the amount of \$5,000.00, and made payable to Respondent, Mr. Kopczynski paid Respondent to represent Matthew to obtain a pardon from the Governor and to file a Petition of Expungement with the Mercer County Court of Common Pleas to have Matthew's conviction expunged.

49. While Respondent provided a writing setting forth the terms of his representation of Matthew, the Kopczynskis have no recollection of ever receiving same.

50. By letter dated October 14, 2011, Respondent's paralegal, Thomas J. Folan informed Mr. Kopczynski, among other things, that:

(a) He had enclosed a copy of the Petition for Expungement and a proposed Order of Expungement, which had been prepared with respect to Matthew's 1994 arrest and guilty plea to one of the charges;

(b) Would he and Matthew kindly review the enclosed for accuracy and advise him of any corrections or questions which they might have;

(c) If they found the Petition and Order to be correct and acceptable, Respondent would contact him so that Respondent could meet with Matthew to get the original Petition signed;

(d) It was also necessary that Respondent obtain a Criminal Record Check from the PA State Police;

(e) In order to do so, it would be necessary for Matthew to sign the enclosed Affidavit that would authorize Respondent to receive the record check from the State Police;

(f) Matthew would have to sign the Affidavit in the presence of a Notary Public, who could then complete the jurat clause at the bottom of the Affidavit; and,

(g) When that had been completed, he requested that the Affidavit be returned to Respondent's office because there was a delay of more than one month in obtaining the record from the State Police.

51. Matthew signed and returned the Petition for Expungement and the Affidavit to authorize Respondent to receive the Criminal Record Check from the State Police.

52. Respondent's paralegal, Thomas J. Folan, is a disbarred attorney in Pennsylvania, having been disbarred by Supreme Court Order dated November 24, 1986.

53. Neither Respondent nor Mr. Folan filed a notice of engagement or any notice of termination of engagement with the Disciplinary Board.

54. By letter dated August 20, 2012, Respondent informed Mr. Kopczynski and Matthew that:

(a) He was confirming his meeting with them on Saturday in Monroeville regarding the process concerning a Pardon needed from the Governor to complete the expungement of Matthew's felony;

(b) As Respondent indicated, the typical track was two to three years but with his contact, it should be shortened to one and one-half;

(c) Respondent would begin the process which started with an Application for Pardon which he was preparing at this time;

(d) It would require Matthew's input to complete so Respondent would send to him a copy;

(e) In Matthew's own words he would need to complete a number of questions; and,

(f) Once Matthew had done this, Respondent requested that he return it to him and Respondent would have it typed into a final application.

55. Thereafter, Matthew returned to Respondent the information that Respondent needed to file the Application for Pardon with the Governor's office.

56. On various occasions between January 2013 and January of 2016, Mr. Kopczynski called Respondent about the status of Matthew's pardon and expungement. On the occasions that Mr. Kopczynski was able to speak with Respondent, Respondent informed him that he was "working on it" or words to similar effect.

57. By letter dated March 11, 2016, sent to Respondent by certified mail, return receipt, Mr. Kopczynski informed Respondent that:

(a) Respondent had told them that their case could take a little bit longer because of missing, lost or misplaced forms;

(b) He wanted to know how much longer;

(c) Please let him know about the status of Matthew's case; and,

(d) He expected a reply within fourteen days.

SPECIFIC RULES OF PROFESSIONAL CONDUCT
AND DISCIPLINARY ENFORCEMENT VIOLATED

58. By his conduct as alleged in Paragraphs 4 through 57 above, Respondent violated the following Rules of Professional Conduct and Rules of Disciplinary Enforcement:

(a) Rule of Professional Conduct 1.15(b) – A lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded.

(b) Rule of Professional Conduct 1.15(h) – A lawyer shall not deposit the lawyer's own funds in a Trust Account except for the sole purpose of paying

service charges on that account, and only in an amount necessary for that purpose.

(c) Rule of Professional Conduct 8.4(c) – It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

(d) Rule of Professional Conduct 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client.

(e) Rule of Professional Conduct 1.4(a)(3) – A lawyer shall keep the client reasonably informed about the status of the matter.

(f) Rule of Professional Conduct 1.4(a)(4) – A lawyer shall promptly comply with reasonable requests for information.

(g) Rule of Professional Conduct 1.5(a) – A lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee. The factors to be considered in determining the propriety of a fee include the following: (1) whether the fee is fixed or contingent; (2) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (3) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (4) the fee customarily charged in the locality for similar legal services; (5) the amount involved and the results

obtained; (6) the time limitations imposed by the client or by the circumstances; (7) the nature and length of the professional relationship with the client; and (8) the experience, reputation, and ability of the lawyer or lawyers performing the services.

(h) Rule of Professional Conduct 8.4(c) – It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

(i) Rule 217(j)(5), Pa.R.D.E. – A formerly admitted attorney may not engage in any form of law-related activities in this Commonwealth except in accordance with the following requirements: The supervising attorney and the formerly admitted attorney shall file with the Disciplinary Board a notice of engagement, identifying the supervising attorney and certifying that the formerly admitted attorney's activities will be monitored for compliance with this subdivision (j). The supervising attorney and the formerly admitted attorney shall file a notice with the Disciplinary Board immediately upon the termination of the engagement between the formerly admitted attorney and the supervising attorney.

(j) Rule 217(j)(6), Pa.R.D.E. - A formerly admitted attorney may not engage in any form of law-related activities in this Commonwealth except in accordance with the following requirements: The supervising attorney shall be subject to disciplinary action for any failure by either the formerly admitted

attorney or the supervising attorney to comply with the provisions of this subdivision (j).

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

59. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct in this matter is a year and a day suspension, stayed in its entirety, and that Respondent be placed on probation with a practice monitor for the time period of two years, subject to the additional condition that Respondent repay to Henry Kopczynski the \$5,000 which Mr. Kopczynski paid to Respondent to represent Matthew Kopczynski. Respondent shall repay the \$4,500 balance of the \$5,000 unearned fee at the rate of \$750 per month directly to Mr. Kopczynski, beginning when the Order is signed herein imposing final discipline, so that the entire amount is repaid within six months from the date the Order is signed. Respondent shall obtain a practice monitor, approved by Office of Disciplinary Counsel, who will meet with Respondent at Respondent's office and make quarterly reports to the Secretary of the Disciplinary Board. Respondent shall submit quarterly reports and documentation to Petitioner in which he attests to his compliance with Rule of Professional Conduct 1.15. At the conclusion of the prescribed period of probation, Respondent shall apply for termination of probation in accordance with Section 89.294 of the Disciplinary Board Rules. Respondent shall pay all costs to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.

60. Considering all of the facts and circumstances present herein, it is respectfully suggested that the recommended discipline sufficiently meets the goals of the disciplinary

system. The sanction is consistent with both the misconduct and the specific mitigation in the case.

61. Respondent is a sole practitioner who is 65 years old and has no discipline of record.

62. In support of Petitioner and Respondent's Joint Recommendation, it is respectfully submitted that the proposed discipline is appropriate to address Respondent's misconduct and is in line with similar disciplinary cases. Recently in 2017, the Disciplinary Board approved a Joint Petition in Support of Discipline on Consent in *Office of Disciplinary Counsel v. Jeffrey Alan Hulton*, 164 DB 2016, which was approved by the Supreme Court. In that case, Mr. Hulton received a stayed suspension of a year and a day with two years' probation for his violation of rules of Professional Conduct 1.3, 1.4(a)(3), 1.4(a)(4), 1.15(b), 1.15(e), and 8.4(c). The sum of money misappropriated by Mr. Hulton was \$22,500 from a single client. Additionally, Mr. Hulton provided *Braun* mitigation. In the instant matter, while Respondent was out of trust as to several clients, the sum of money involved was not as significant. Respondent misappropriated approximately \$8,000.00 to \$9,000.00. He repaid the money which he misappropriated, offered explanations as to why he was out of trust, and has indicated that he suffered from physical problems which may have impacted his practice during a period of the conduct in question. Respondent has also agreed to voluntarily refund the purportedly unearned fee in the Kopczynski matter as part of the sanction for his misconduct in that client matter.

MITIGATION

63. The mitigating factors herein are:

(a) Respondent has admitted his misconduct;

(b) Since admitting his misconduct, Respondent has cooperated with Disciplinary Counsel in the prosecution of the within matter;

(c) Respondent, through the filing of this Joint Petition, expresses great regret and accepts responsibility for his actions;

(d) Respondent, at the time of the prehearing conference in this matter, indicated that he might offer mitigation at the time of hearing related to health problems that he suffered which may have had an impact on his professional conduct in this matter. Respondent suffered two traumatic brain injuries which may have caused him perceived neuropsychological and cognitive deficiencies. Respondent would offer the testimony of Dr. Peter J. Lambrou, who is Board Certified in Physical Medicine and Rehabilitation, and who has confirmed the trauma, one of which resulted in a fractured skull. Dr. Lambrou has recommended Respondent receive a battery of neuropsychological tests to obtain an evaluation of his cognitive status;

(e) All funds which were out of trust from Respondent's IOLTA Account were repaid;

(f) Respondent is willing to repay \$5,000 to Mr. Kopczynski as an unearned fee; and,

(g) Respondent has already in good faith, prior to the filing of this Joint Petition, made a \$500 payment to Mr. Kopczynski.

WHEREFORE, Petitioner and Respondent respectfully request that, pursuant to Rules 215(d) and 215(g)(1), Pa.R.D.E., a three member panel of the Disciplinary Board review and approve this Revised Joint Petition in Support of Discipline on Consent and file its recommendation with the Supreme Court of Pennsylvania recommending that the Supreme Court enter an Order that Respondent receive **a stayed suspension of one year and one day with two years' probation, subject to the following conditions:**

(a) Respondent shall repay directly to Henry Kopczynski at the rate of \$750 per month, beginning when the Order is signed herein imposing final discipline, the \$4,500 balance of the \$5,000 which he received, as an unearned fee, so that the entire amount is repaid within six months from the date the Order is signed;

(b) Respondent shall obtain a practice monitor, approved by Office of Disciplinary Counsel, who will meet with Respondent at Respondent's office and make quarterly reports to the Secretary of the Disciplinary Board;

(c) Respondent shall submit quarterly reports and documentation to


Petitioner in which he attests to his compliance with Rule of Professional Conduct 1.15;

- (d) At the conclusion of the prescribed period of probation, Respondent shall apply for termination of probation in accordance with Section 89.294 of the Disciplinary Board Rules; and,
- (e) Respondent shall pay all costs to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.


Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

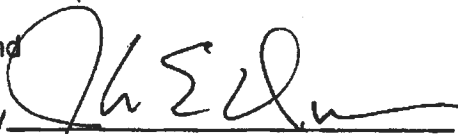
PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

By 
Susan N. Dobbins
Disciplinary Counsel

and

By 
Richard S. Ross, Esquire
Respondent

and

By 
John E. Quinn, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner : No. 42 DB 2017

v. :

RICHARD S. ROSS, : Attorney Registration No. 28134

Respondent : (Allegheny County)

VERIFICATION

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

01/02/18
Date

Susan N. Dobbins
Susan N. Dobbins
Disciplinary Counsel

12/26/17
Date

Richard S. Ross
Richard S. Ross, Esquire
Respondent

12/26/17
Date

John E. Quinn
John E. Quinn, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
: Petitioner : No. 42 DB 2017
: v. :
: RICHARD S. ROSS, : Attorney Registration No. 28134
: Respondent : (Allegheny County)

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

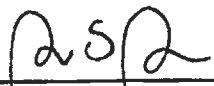
Respondent, Richard S. Ross, hereby states that he consents to a suspension of one year and one day, stayed in its entirety, with a concurrent two-year probation with a practice monitor, subject to the conditions as jointly recommended by Petitioner, Office of Disciplinary Counsel, and Respondent, in the Revised 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 Revised Joint Petition;

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

4. He consents because he knows that if the matter pending against him is prosecuted, he could not successfully defend against the charges.



Richard S. Ross, Esquire
Respondent

Sworn to and subscribed
before me this 20th
day of December, 2017.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rose M. Kunco, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 14, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES