

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2097 Disciplinary Docket No. 3
	:	
Petitioner	:	45 DB 2012
	:	
v.	:	Attorney Registration No. 83775
	:	
JASON JOSEPH MAZZEI,	:	(Allegheny County)
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 20th day of November, 2014, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated September 3, 2014, the Joint Petition in Support of Discipline on Consent is hereby granted pursuant to Rule 215(g), Pa.R.D.E., and it is

ORDERED that Jason Joseph Mazzei is suspended on consent from the Bar of this Commonwealth for a period of three years and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

A True Copy Patricia Nicola
As Of 11/20/2014

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

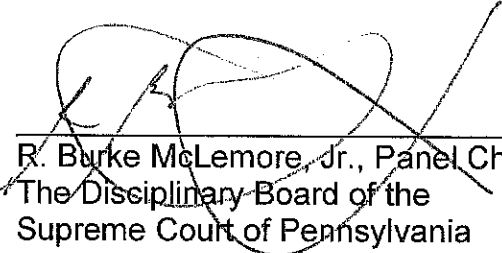
OFFICE OF DISCIPLINARY COUNSEL	:	No. 45 DB 2012
Petitioner	:	
	:	
v.	:	Attorney Registration No. 83775
	:	
JASON JOSEPH MAZZEI	:	
Respondent	:	(Allegheny County)

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

The Three-Member Panel of the Disciplinary Board of the Supreme Court of Pennsylvania, consisting of Board Members R. Burke McLemore, Jr., Tracey McCants Lewis and Stefanie B. Porges, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on July 17, 2014.

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

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



R. Burke McLemore, Jr., Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: 9/3/2014

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

: No. 45 DB 2012

v. :

JASON JOSEPH MAZZEI, :

: Attorney Registration No. 83775

Respondent :

: (Allegheny County)

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

OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

Susan N. Dobbins
Disciplinary Counsel
Suite 1300, Frick Building
437 Grant Street
Pittsburgh, PA 15219
(412) 565-3173

and

Jason Joseph Mazzei, Esquire
Respondent
Mazzei & Associates
432 Blvd. of the Allies
Pittsburgh, PA 15219
(412) 765-3606

and

Craig E. Simpson, Esquire
Counsel for Respondent
Law Office of Craig Simpson
1500 Ardmore Blvd., Ste. 207
Pittsburgh, PA 15221
(412) 731-3100

FILED

JUL 17 2014

Office of the Secretary
The Disciplinary Board of the
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	
	:	
Petitioner	:	
	:	No. 45 DB 2012
v.	:	
	:	
JASON JOSEPH MAZZEI,	:	Attorney Registration No. 83775
	:	
Respondent	:	(Allegheny County)

JOINT PETITION IN SUPPORT OF DISCIPLINE
ON CONSENT UNDER RULE 214(d), Pa.R.D.E.

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Chief Disciplinary Counsel, and Susan N. Dobbins, Disciplinary Counsel, and Craig E. Simpson, Esquire, Counsel for Respondent, and Respondent, Jason Joseph Mazzei, Esquire, file this 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, Jason Joseph Mazzei, was born in 1971. He was admitted to practice law in the Commonwealth of Pennsylvania on October 20, 1999. Respondent's attorney registration mailing address is Mazzei & Associates, 432 Boulevard of the Allies, Pittsburgh, PA 15219-1314.

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

CHARGE I: THE MALSEED MATTER

4. Pursuant to the Bankruptcy Reform Act of 2005, debtors are required to complete certain credit counseling, debtor education and financial management programs prior to filing a bankruptcy petition and once the case is filed, prior to a discharge being granted. The required debtor courses can be obtained through a variety of providers approved by the Department of Justice.

5. As a convenience to his clients Respondent contracted with InCharge Education Foundation, Inc. (hereinafter, ICEF) to provide services to his clients and

he obtained the required certificates of completion for those clients from ICEF which were filed with the Bankruptcy Court on behalf of the clients.

6. In order to partake of the convenience InCharge provided, Respondent was provided with an account through ICEF and was billed for each service provided in a regular fashion as per the contract between him and ICEF.

7. The bankruptcy clients Respondent represented paid him this fee as part of the initial retainer and costs for a Chapter 13 bankruptcy or as a part of his total fee and costs for a Chapter 7 bankruptcy.

8. In about December 2009, Respondent:

(a) Requested and received certain services for his bankruptcy clients from ICEF; and,

(b) Ordered bankruptcy credit counseling and personal financial management courses from ICEF in order to provide these courses to his bankruptcy clients.

9. On December 1, 2010, Respondent had an outstanding balance of \$2,330.00 that he owed to ICEF for services that they had provided to his clients.

10. By check number 3269, dated December 8, 2010, in the amount of \$2,330.00, made payable to INCHARGE, and drawn on his PNC Bank General

Account, Respondent made a payment to ICEF for services that they provided to his clients.

11. From December 1, 2010 through December 30, 2010, ICEF provided services totaling \$1,940.00 to Respondent's clients.

12. On December 30, 2010, Respondent was entrusted with at least \$1,940.00 in funds that he received from his clients whose names appear on ICEF's Statement dated January 3, 2011.

13. From January 2, 2011 through January 31, 2011, ICEF provided services totaling \$1,520.00 to Respondent's clients.

14. On January 31, 2011, Respondent was entrusted with at least \$3,460.00 ($\$1,940.00 + \$1,520.00$) in funds that he received from his clients for services that ICEF provided to them.

15. From February 1, 2011 through February 28, 2011, ICEF provided services totaling \$1,545.00 to Respondent's clients.

16. On February 28, 2011, Respondent was entrusted with at least \$5,005.00 ($\$3,460.00 + \$1,545.00$) in various funds that he had received from his clients for services that ICEF provided to them.

17. From March 1, 2011 through March 31, 2011, ICEF provided services totaling \$1,845.00 to Respondent's clients.

18. On March 31, 2011, Respondent was entrusted with at least \$6,850.00 (\$5,005.00 + \$1,845.00) in various funds that he received from his clients regarding the services that ICEF provided to them.

19. From April 1, 2011 through April 29, 2011, ICEF provided services totaling \$1,780.00 to Respondent's clients.

20. On April 29, 2011, Respondent was entrusted with at least \$8,630.00 (\$6,850.00 + \$1,780.00) in various funds that he received from his clients regarding the services that ICEF provided to them.

21. From May 2, 2011 through May 31, 2011, ICEF provided services totaling \$1,485.00 to Respondent's clients.

22. On May 31, 2011, Respondent was entrusted with at least \$10,115.00 (\$8,630.00 + \$1,485.00) in various funds that he received from his clients regarding the services that ICEF provided to them.

23. From June 1, 2011 through June 20, 2011, ICEF provided services totaling \$465.00 to Respondent's clients.

24. On June 30, 2011, Respondent was entrusted with at least \$10,580.00 (\$10,115.00 + \$465.00) in various funds that he received from his clients regarding the services that ICEF provided to them.

25. On July 11, 2011 and July 12, 2011, ICEF provided services totaling \$125.00 to his clients.

26. On July 31, 2011, Respondent was entrusted with at least \$10,705.00 (\$10,580.00 + \$125.00) in various funds that he received from his clients regarding the services that ICEF provided to them.

27. On various occasions between March 28, 2011 and September 26, 2011, a representative of ICEF left messages for Amy Carter, an employee of Respondent, to call them back in regard to Respondent's outstanding bills with them.

28. By letter dated September 22, 2011, sent by facsimile, Sheree George with ICEF informed Ms. Carter, among other things, that:

(a) According to their records your account had an outstanding balance in the amount of \$10,705.00; and,

(b) Please review and remit payment to ICEF.

29. Neither Respondent nor Ms. Carter responded to Ms. George's facsimile.

30. By letter dated October 3, 2011, Jennifer R. Marchi, Esquire, counsel for ICEF informed Ms. Carter, among other things, that:

(a) She represented ICEF concerning Respondent's firm's outstanding balances regarding the above listed invoices;

(b) According to ICEF's records, Respondent's firm currently owed \$10,705.00 relating to his purchase and use of bankruptcy course services from ICEF;

(c) Copies of the applicable invoices were enclosed for her reference;

(d) A representative of ICEF had contacted Respondent's firm on multiple occasions to discuss this matter but had not received any return phone calls from the firm; and,

(e) In order to avoid further collection efforts, please remit payment in full of \$10,705.00 within fifteen (15) days of the date of this letter.

31. Neither Respondent nor Ms. Carter responded to Attorney Marchi's letter dated October 3, 2011.

32. On October 21, 24, 25 and 26, 2011, Attorney Marchi left messages for Respondent and/or Ms. Carter to call her in regard to the outstanding balance that Respondent's firm owed to ICEF.

33. Neither Respondent nor Ms. Carter responded to any of Ms. Marchi's inquiries.

34. By letter dated November 15, 2011, to Office of Disciplinary Counsel, Ms. Marchi filed a complaint against Respondent on behalf of ICEF. Respondent's firm was copied on this letter.

35. Respondent did not take any action or contact ICEF even though he received a copy of Ms. Marchi's letter to Office of Disciplinary Counsel dated November 15, 2011.

36. On November 29, 2011, Brian J. Kline, Investigator/Auditor with Office of Disciplinary Counsel called Respondent and left a message with Dana of Respondent's office to return his call.

37. Respondent did not respond to Mr. Kline's call.

38. An audit of Respondent's accounts by Office of Disciplinary Counsel subsequently revealed that Respondent deposited or caused to be deposited the

funds which he was entrusted with on behalf of his clients for filing fees, bankruptcy credit counseling and personal financing management courses, PACER charges, and charges to obtain credit reports into his PNC Bank General Account number 10-2189-8926 (hereinafter, General Account).

39. On October 24, 2011, the balance in Respondent's General Account was a negative \$3,107.00, which was at least \$10,705.00 below his entrustment on behalf of his clients.

40. Respondent did not maintain the costs associated with his clients' bankruptcy matters in a segregated account.

41. Respondent did not provide ICEF with a list of any discrepancies Respondent might claim existed with ICEF's billing statements.

42. Respondent misappropriated the entrusted funds from his General Account.

43. Respondent did not pay ICEF the \$10,705.00 until March 2013.

44. By his conduct as alleged in Paragraphs 4 through 44 above, Respondent violated the following Rules of Professional Conduct:

(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(e) - Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment;

(c) Rule of Professional Conduct 1.15(f) – When in possession of funds or property in which two or more persons, one of whom may be the lawyer, claim an interest, the funds or property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or property, including Rule 1.15 Funds, as to which the interests are not in dispute;

(d) Rule of Professional Conduct 1.15(m) - All Qualified Funds which are not Fiduciary Funds shall be placed in an IOLTA Account;

(e) Rule of Professional Conduct 5.3(a) - With respect to a nonlawyer employed or retained by or associated with a lawyer: a partner and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer;

(f) Rule of Professional Conduct 5.3(b) - With respect to a nonlawyer employed or retained by or associated with a lawyer: a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer;

(g) Rule of Professional Conduct 5.3(c) - With respect to a nonlawyer employed or retained by or associated with a lawyer: a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved, or the lawyer is a partner or has comparable managerial authority in the law firm in which the person is

employed, or has direct supervisory authority over the person, and in either case knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action; and,

(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.

CHARGE II: THE ODC MATTER

Sarah R. Garnett Matter

45. On May 31, 2010, Respondent filed or caused to be filed a Chapter 7 Voluntary Petition on behalf of Sarah R. Garnett (hereinafter, Ms. Garnett) with the U.S. Bankruptcy Court Western District of Pennsylvania (Pittsburgh) at Bankruptcy Petition No. 10-23957.

46. On September 3, 2010, Respondent deposited or caused to be deposited \$7,274.35 from Ms. Garnett into his PNC Bank IOLTA Checking Account number 10-929-7398 (hereinafter, IOLTA Account).

47. As a result of disbursements made unrelated to Ms. Garnett, on December 20, 2010, the balance in Respondent's IOLTA Account was \$251.35, which was \$7,023.00 below his entrustment on behalf of Ms. Garnett.

48. On February 4, 2011, Respondent deposited or caused to be deposited \$7,274.35 into his IOLTA Account which was unrelated to his entrustment on behalf of Ms. Garnett.

49. By check number 1023, negotiated on February 9, 2011, in the amount of \$7,274.35, and made payable to Robert Shearer, Trustee, Respondent disbursed the funds with which he had been entrusted on behalf of Ms. Garnett to Mr. Shearer.

Timothy Morse Matter

50. On September 28, 2009, Respondent filed or caused to be filed a Chapter 7 Bankruptcy Petition on behalf of Timothy J. Morse (hereinafter, Mr. Morse) with the U. S. Bankruptcy Court for the Western District of Pennsylvania (Pittsburgh) at Bankruptcy Petition No. 09-27142.

51. On December 11, 2009, Respondent deposited or caused to be deposited \$772.50 into his IOLTA Account on behalf of Mr. Morse.

52. On June 15, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$2,800.00 into his IOLTA Account on behalf of Mr. Morse.

53. After the \$2,800.00 deposit into Respondent's IOLTA Account on June 15, 2010, Respondent was entrusted with at least \$3,572.50 ($\$772.50 + \$2,800.00$) on behalf of Mr. Morse.

54. On August 9, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$400.00 into Respondent's IOLTA Account on behalf of Mr. Morse.

55. After the \$400.00 deposit into Respondent's IOLTA Account on August 9, 2010, Respondent was entrusted with at least \$3,972.50 ($\$3,572.50 + \400.00) on behalf of Mr. Morse.

56. On September 8, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$744.00 into Respondent's IOLTA Account on behalf of Mr. Morse.

57. After the \$744.00 deposit into Respondent's IOLTA Account on September 8, 2010, Respondent was entrusted with at least \$4,716.50 ($\$3,972.50 + \744.00) on behalf of Mr. Morse.

58. On October 22, 2010, Respondent, or someone on his behalf, issued or caused to be issued check number 1017 from Respondent's IOLTA Account, in the amount of \$11,000.00, that was made payable to Mazzei & Associates which was not related to any legal fees or funds to which Respondent was entitled.

59. The negotiation of check number 1017 caused Respondent's IOLTA Account to fall below the amount of his entrustment on behalf of Mr. Morse.

60. On November 3, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Mr. Morse.

61. After the \$800.00 deposit into Respondent's IOLTA Account on November 3, 2010, Respondent was entrusted with at least \$5,516.50 ($\$4,716.50 + \800.00) on behalf of Mr. Morse.

62. On November 17, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$400.00 into Respondent's IOLTA Account on behalf of Mr. Morse.

63. After the \$400.00 deposit into Respondent's IOLTA Account on November 17, 2010, Respondent was entrusted with at least \$5,916.50 ($\$5,516.50 + \400.00) on behalf of Mr. Morse.

64. As a result of disbursements made unrelated to Mr. Morse, on December 20, 2010, the balance in Respondent's IOLTA Account was \$251.35, which was \$5,665.15 ($\$5,916.50 - \251.35) below his entrustment on behalf of Mr. Morse.

65. On December 20, 2010, Respondent, or someone on his behalf, issued or caused to be issued check number 1021 from Respondent's IOLTA Account, in the amount of \$10,000.00, that was made payable to Mazzei & Associates which was not related to any legal fees or funds to which Respondent was entitled.

66. On December 20, 2010, Respondent was entrusted with \$13,190.85 (\$7,274.35 + \$5,916.50) on behalf of Ms. Garnett and Mr. Morse. Respondent was \$12,939.50 (\$13,190.85 - \$251.35) below his entrustment on behalf of Ms. Garnett and Mr. Morse.

67. By check number 1024, dated April 4, 2011, in the amount of \$4,400.00, drawn on Respondent's IOLTA Account, and made payable to the Greater Pittsburgh Police FCU, someone on behalf of Respondent disbursed entrusted funds on behalf of Mr. Morse.

68. On April 21, 2011, after check number 1024 cleared Respondent's IOLTA Account, Respondent was entrusted with \$1,516.50 (\$5,916.50 - \$4,400.00) on behalf of Mr. Morse.

69. Thereafter, Respondent did not:

(a) Maintain those funds inviolate in his IOLTA Account; and,

(b) Disburse those funds to Mr. Morse or to any third party on behalf of Mr. Morse.

70. In August 2012, Respondent disbursed \$744.00 to Mr. Morse.

71. In approximately December 2012, Respondent disbursed the remaining entrusted funds of \$772.50 (\$1,516.50 - \$744.00) to Mr. Morse.

Henry Sparber Matter

72. On May 27, 2009, Respondent filed or caused to be filed a Chapter 13 Bankruptcy action on behalf of Henry Lee Sparber, Jr. and Tammy Lee Sparber (hereinafter, the Sparbers) in the U.S. Bankruptcy Court Western District of Pennsylvania (Pittsburgh), at Bankruptcy Petition No. 09-10997.

73. On November 10, 2009, Respondent, or someone on his behalf, deposited or caused to be deposited four (4) checks totaling \$2,821.00, on behalf of the Sparbers into his IOLTA Account.

74. On January 4, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$850.00 into Respondent's IOLTA Account on behalf of the Sparbers.

75. After the \$850.00 deposit into Respondent's IOLTA Account on January 4, 2010, Respondent was entrusted with at least \$3,671.00 (\$2,821.00 + \$850.00) on behalf of the Sparbers.

76. On May 19, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$2,457.41 into Respondent's IOLTA Account on behalf of

the Sparbers which consisted of three checks in the amounts of \$841.66, \$850.00, and \$765.75.

77. After the \$2,457.41 deposit into Respondent's IOLTA Account on May 19, 2010, Respondent was entrusted with at least \$6,128.41 (\$3,671.08 + \$2,457.41) on behalf of the Sparbers.

78. On May 24, 2010, Respondent, or someone on his behalf, deposited or caused to be deposited \$1,532.09 into Respondent's IOLTA Account on behalf of the Sparbers which consisted of two checks one in the amount of \$766.34 and the other in the amount of \$765.75.

79. After the \$1,532.09 deposit into Respondent's IOLTA Account on May 24, 2010, Respondent was entrusted with at least \$7,660.50 (\$6,128.41 + \$1,532.09) on behalf of the Sparbers.

80. Respondent did not maintain the \$7,660.50 in his IOLTA Account.

81. As a result of disbursements made unrelated to the Sparbers, Mr. Morse, and Ms. Garnett, on December 20, 2010, the balance in Respondent's IOLTA Account was \$251.35, which was \$20,600.00 (\$20,851.35 - \$251.35) below his entrustment on behalf of the Sparbers, Mr. Morse, and Ms. Garnett.

82. As a result of disbursements made unrelated to Mr. Sparber, on October 19, 2011, the balance in Respondent's IOLTA Account was \$493.04, which

was \$7,167.46 (\$7,660.50 - \$493.04) below Respondent's entrustment on behalf of the Sparbers.

83. As of February 2013, Respondent was still entrusted with \$7,660.50 on behalf of the Sparbers.

84. By check dated May 28, 2013, at Mr. Sparber's request, Respondent paid to him \$5,790.50.

85. As of June 2013, Respondent was still entrusted with \$1,870.00 (\$7,660.50 - \$5,790.50) on behalf of the Sparbers to pay the fees and costs for the refiling of the Sparbers' case.

Sharon Turner Matter

86. On December 31, 2010, Respondent, or someone on his behalf, filed or caused to be filed a Chapter 13 Bankruptcy action on behalf of Sharon Turner (hereinafter, Ms. Turner) in the U.S. Bankruptcy Court Western District of Pennsylvania (Pittsburgh) at Bankruptcy Petition No. 10-2925.

87. On March 7, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$700.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

88. On March 23, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

89. After the \$800.00 deposit into Respondent's IOLTA Account on March 23, 2011, Respondent was entrusted with at least \$1,500.00 ($\$700.00 + \800.00) on behalf of Ms. Turner.

90. On April 11, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

91. After the \$800.00 deposit into Respondent's IOLTA Account on April 11, 2011, Respondent was entrusted with at least \$2,300.00 ($\$1,500.00 + \800.00) on behalf of Ms. Turner.

92. On May 12, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

93. After the \$800.00 deposit into Respondent's IOLTA Account on May 12, 2011, Respondent was entrusted with at least \$3,100.00 ($\$2,300.00 + \800.00) on behalf of Ms. Turner.

94. On June 7, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

95. After the \$800.00 deposit into Respondent's IOLTA Account on June 7, 2011, Respondent was entrusted with at least \$3,900.00 ($\$3,100.00 + \800.00) on behalf of Ms. Turner.

96. On July 5, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

97. After the \$800.00 deposit into Respondent's IOLTA Account on July 5, 2011, Respondent was entrusted with at least \$4,700.00 ($\$3,900.00 + \800.00) on behalf of Ms. Turner.

98. On August 9, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

99. After the \$800.00 deposit into Respondent's IOLTA Account on August 9, 2011, Respondent was entrusted with at least \$5,500.00 ($\$4,700.00 + \800.00) on behalf of Ms. Turner.

100. On September 13, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

101. After the \$800.00 deposit into Respondent's IOLTA Account on September 23, 2011, Respondent was entrusted with at least \$6,300.00 (\$5,500.00 + \$800.00) on behalf of Ms. Turner.

102. On October 11, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

103. After the \$800.00 deposit into Respondent's IOLTA Account on October 11, 2011, Respondent was entrusted with at least \$7,100.00 (\$6,300 + \$800.00) on behalf of Ms. Turner.

104. On October 19, 2011, Respondent, or someone on his behalf, issued or caused to be issued check number 1030, in the amount of \$16,000.00, drawn on Respondent's IOLTA Account that was made payable to Mazzei & Associates which was unrelated to his entrustment on behalf of Ms. Turner.

105. On October 19, 2011, the balance in Respondent's IOLTA Account was \$493.04, which was \$6,606.96 (\$7,100.00 - \$493.04) below his entrustment on behalf of Ms. Turner.

106. The negotiation of check number 1030 caused Respondent's IOLTA Account to fall below the amount of his entrustment on behalf of Ms. Turner.

107. On November 10, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

108. After the \$800.00 deposit into Respondent's IOLTA Account on November 10, 2011, Respondent was entrusted with at least \$7,900.00 (\$7,100.00 + \$800.00) on behalf of Ms. Turner.

109. On December 6, 2011, Respondent, or someone on his behalf, deposited or caused to be deposited \$800.00 into Respondent's IOLTA Account on behalf of Ms. Turner.

110. As of December 6, 2011, Respondent was entrusted with \$8,700.00 (\$7,900.00 + \$800.00) on behalf of Ms. Turner.

111. As a result of disbursements made unrelated to Ms. Turner, on June 1, 2012, the balance in Respondent's IOLTA Account was \$2,093.04, which was \$6,606.96 (\$8,700.00 - \$2,093.04) below his entrustment on behalf of Ms. Turner.

112. Not until October 2012 did Respondent disburse any of the \$8,700.00 on behalf of Ms. Turner to the U.S. Bankruptcy Trustee's Office.

James and Kathy Schmidt Matter

113. In about November 2007, James and Kathy Schmidt retained Respondent to represent them in filing a Chapter 13 Bankruptcy Petition.

114. Respondent informed the Schmidts that his fee to represent them in their bankruptcy matter would be at least \$2,500.00.

115. At that time, the Schmidts paid Respondent \$400.00 toward his fee.

116. On November 6, 2007, Respondent filed or caused to be filed a Chapter 13 Bankruptcy Petition on behalf of the Schmidts with the U.S. Bankruptcy Court, Western District of Pennsylvania (Pittsburgh), at Bankruptcy Petition No. 07-27070.

117. In September 2010, Respondent was paid \$2,100.00 by the Chapter 13 Trustee's office towards his fee in the Schmidts' bankruptcy matter.

118. By a Clearview Federal Credit Union Official Check number 82529 dated February 28, 2011, in the amount of \$8,600.00, and made payable to "Jason Mazzei & Associates," the Schmidts paid Respondent funds in regard to their bankruptcy matter.

119. On March 1, 2011, Respondent deposited or caused to be deposited the \$8,600.00 check into his IOLTA Account.

120. On about May 3, 2011, the Schmidts paid Respondent \$5,350.00 in cash to pay toward their bankruptcy plan.

121. By check number 1025, dated May 3, 2011, in the amount of \$5,350.00, made payable to Ronda J. Winnecour, Esquire, drawn on Respondent's IOLTA Account, and annotated "07-27070-Schmidt," Respondent paid Ms. Winnecour as the Chapter 13 Trustee part of the funds that Respondent was entrusted with on behalf of the Schmidts.

122. In May 2011, Mr. Schmidt died.

123. By check number 3482 dated May 24, 2011, in the amount of \$152.00, made payable to Mazzei & Associates, and drawn on Respondent's PNC Bank Attorney At Law Account No. 1021898926, Respondent deposited funds to his IOLTA Account on behalf of the Schmidts.

124. By check number 1027, dated May 24, 2011, in the amount of \$151.03, made payable to Rhonda J. Winnecour, Esquire, and annotated "Case No: 07-27070-Schmidt," Respondent disbursed funds on behalf of the Schmidts in their bankruptcy matter.

125. As a result of disbursements made unrelated to the Schmidts, on October 19, 2011, the balance in Respondent's IOLTA Account was \$493.04, which

was \$8,107.93 (\$8,600.97 - \$493.04) below his entrustment on behalf of the Schmidts.

126. On August 1, 2012, the Schmidts' bankruptcy case was closed.

127. Respondent did not return to Ms. Schmidt any portion of the \$8,600.97.

Ray and Jamie Hill Matter

128. In about April 2010, Ray and Jamie Hill retained Respondent to represent them in filing a Chapter 13 Bankruptcy Petition.

129. On October 7, 2010, Respondent filed or caused to be filed a Chapter 13 Bankruptcy Petition on behalf of the Hills with the U.S. Bankruptcy Court, Western District of Pennsylvania, (Johnstown), at Bankruptcy Petition No. 10-71204.

130. By check number 012889 dated May 13, 2011, in the amount of \$4,398.72, and made payable to Mazzei & Associates, Altair Global Relocation paid Respondent funds on behalf of the Hills.

131. On May 20, 2011, Respondent deposited or caused to be deposited the \$4,398.72 check into his IOLTA Account on behalf of the Hills.

132. By check number 1062, dated May 20, 2011, in the amount of \$1,468.00, drawn on Respondent's IOLTA Account, and made payable to Mazzei & Associates, Respondent paid himself fees to which he was entitled in the Hills' bankruptcy matter.

133. After his negotiation of the \$1,468.00 check, Respondent was entrusted with \$2,930.72 (\$4,398.72 - \$1,468.00) on behalf of the Hills.

134. As a result of disbursements made unrelated to the Hills, on October 19, 2011, the balance in Respondent's IOLTA Account was \$493.04, which was \$2,437.68 (\$2,930.72 - \$493.04) below his entrustment on behalf of the Hills.

135. Thereafter, Respondent issued:

(a) A check dated October 1, 2012, in the amount of \$874.00, made payable to the Hills, and drawn on his First Commonwealth Bank Account No. 7300154692; and,

(b) A check dated October 1, 2012, in the amount of \$2,056.72, to Rhonda Winnecour, drawn on his First Commonwealth Bank Account No. 7300154692 in regard to the Hills' bankruptcy matter.

136. By his conduct as alleged in Paragraphs 46 through 137 above, Respondent violated the following Rules of Professional Conduct:

(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(d) - Upon receiving Rule 1.15 Funds or property which are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law. Notification of receipt of Fiduciary Funds or property to clients or other persons with a beneficial interest in such Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of confidentiality and notice applicable to the Fiduciary entrustment;

(c) Rule of Professional Conduct 1.15(e) - Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; 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;

(d) 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;

(e) Rule of Professional Conduct 5.3(a) - With respect to a nonlawyer employed or retained by or associated with a lawyer: a partner and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer;

(f) Rule of Professional Conduct 5.3(b) - With respect to a nonlawyer employed or retained by or associated with a lawyer: a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer;

(g) Rule of Professional Conduct 5.3(c) - With respect to a nonlawyer employed or retained by or associated with a lawyer: a

lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved, or the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and in either case knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action; and,

(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.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

137. Office of Disciplinary Counsel and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct in this matter is a three-year suspension. Attached to this Petition is Respondent's executed Affidavit required by Rule 215(d)(1) – (4), Pa.R.D.E.

138. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that there is case law precedent relative to this matter. In consent discipline matters, the Supreme Court of Pennsylvania has approved and imposed discipline ranging from at least a year and a day to lengthy suspensions in similar misappropriation cases:

(a) In ***Office of Disciplinary Counsel v. Foti***, No. 89 DB 2001 (July 2003), Mr. Foti, who had no prior discipline of record, engaged in the conversion of \$33,000 of fiduciary funds and failed to promptly deliver settlement proceeds to a client. It was found that he violated Rules of Professional Conduct 1.3, 1.15(a), 1.15(b), 1.15(c), 8.4(b) and 8.4(c). Mr. Foti was suspended for three years, even after the consideration of mitigating factors.

(b) The attorney in ***Office of Disciplinary Counsel v. Olshock***, No. 28 DB 2002 (October 2003) was suspended for three years after he misappropriated \$18,000 from an estate.

(c) In ***Office of Disciplinary Counsel v. Datsko***, Ms. Datsko was found to have violated Rules of Professional Conduct 1.1, 1.3, 1.15(a), 1.15(b) and 1.16(d) in her failure to appropriately manage her IOLTA account and she received a three year suspension. Ms. Datsko's IOLTA account was out of trust on 52 occasions and had a negative balance on 20 occasions. She deposited at least \$29,300 in personal funds into the account to bring it into trust.

(d) In *Office of Disciplinary Counsel v. Federline*, No. 9 DB 2007, No. 1261 Disciplinary Docket No. 3 (June 2010), Mr. Federline, who was temporarily suspended pursuant to Rule 208(f)(5), Pa.R.D.E., after hearing and review, received a retroactive three year suspension for his misappropriation of approximately \$9,000 in three separate client matters and his violation of Rules of Professional Conduct 1.4(a)(3), 1.4(a)(4), 1.5(b), 1.15(a) (conduct occurring before September 20, 2008), 1.15(b) (conduct occurring before September 20, 2008) and 8.4(c).

(e) In *Office of Disciplinary Counsel v. Michael*, No. 48 DB 2008, No. 1370 Disciplinary Docket No. 3 (April 2010), Mr. Michael, who had been temporarily suspended pursuant to Rule 208(f)(1), Pa.R.D.E., after hearing and review, received a retroactive three year suspension for his violation of Rules of Professional Conduct 1.15(a), 1.15(b), 8.1(a) and 8.4(c). Mr. Michael had repaid \$100,000 in misappropriated funds, shown remorse, and was afforded **Braun** mitigation.

139. The proposed discipline herein is consistent with the discipline set forth in the aforementioned cases and within the range of discipline imposed in misappropriation cases.

140. Respondent has no discipline of record.

141. Respondent, through his counsel, has participated and cooperated with Disciplinary Counsel in the investigation and prosecution of the within matters.

142. Respondent is a relatively young attorney, who started his own law practice in about 1999, and he has had anywhere from four to nine attorneys working for him at any given point in time.

143. Respondent, through the filing of this Joint Petition, expresses great regret and accepts responsibility for his conduct and the conduct of his staff.

144. If this matter were to proceed to hearing, Respondent would present evidence with respect to Charge I of the Petition which he believes would show that the amount owed to InCharge was less than \$10,750, which is why payment of that amount was delayed. Nonetheless, Respondent acknowledges that a substantial amount was owed to InCharge, and that the amount in question was not maintained in his IOLTA Account. Also, if this matter were to proceed to hearing, Respondent would present evidence to the effect that, because of the logistics problems he perceived in escrowing costs in bankruptcy matters, he treated the advancements he received from clients for fees and costs as "gross fees," and the subsequent payment of cost as a cost of doing business, and for that reason, did not maintain the costs in his IOLTA Account. Respondent understands that it is Petitioner's position that this was nonetheless improper and a violation of the Rules of Professional Conduct.

145. In regard to Charge II of the Petition for Discipline, Respondent acknowledges that his IOLTA Account was frequently and significantly out of trust. If this matter were to proceed to a hearing, Respondent would present testimony to show that he entrusted the maintenance of his IOLTA Account to his bookkeeper, who had represented to him that she knew the purpose of, and understood the operation of, an IOLTA Account. Respondent acknowledges that it was his responsibility to ensure the IOLTA account was maintained properly and that this does not excuse the IOLTA Account deficiencies, and in fact, provides the basis for the additional violations under Rule 5.3 of the Rules of Professional Conduct.

146. There is currently pending an unrelated investigation into Respondent's bankruptcy practice in the U.S. Bankruptcy Court, Western District of Pennsylvania (Pittsburgh) at ***Matters Involving the Professional Conduct of Jason J. Mazzei, Esquire, and d/b/a Mazzei and Associates in Matters Before the Court***, Miscellaneous Case No. 14-00205-GLT. Additionally, there is an investigation into Respondent's sale of his law practice at ***All Cases in Which Jason J. Mazzei is Attorney of Record***, Miscellaneous Case No. 13-00203-GLT in the United States Bankruptcy Court, Western District of Pennsylvania (Pittsburgh). Respondent acknowledges that these are separate matters from the within disciplinary proceeding which, depending on the outcomes, will result in further disciplinary proceedings and sanction.

147. For the reasons set forth above, Petitioner and Respondent believe that a three year suspension is appropriate considering all of the facts and circumstances herein.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

By Susan N. Dobbins
Susan N. Dobbins
Disciplinary Counsel

and

By Jason Joseph Mazzei
Jason Joseph Mazzei, Esquire
Respondent

and

By Craig E. Simpson
Craig E. Simpson, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	
	:	
Petitioner	:	
	:	No. 45 DB 2012
v.	:	
	:	
JASON JOSEPH MAZZEI,	:	Attorney Registration No. 83775
	:	
Respondent	:	(Allegheny County)

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

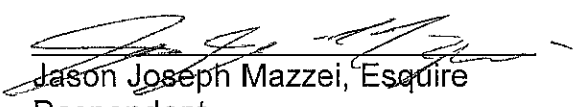
Respondent, Jason Joseph Mazzei, hereby states that he consents to a three (3) year suspension as jointly recommended by Petitioner, Office of Disciplinary Counsel and Respondent in the Joint Petition In Support Of Discipline On Consent and further states that:

1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; and he is fully aware of the implications of submitting the consent; and, he has consulted with counsel in connection with the decision to consent to the imposition of discipline;

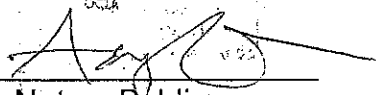
2. He is aware that there is a pending proceeding involving allegations that he has been guilty of misconduct as set forth in the Joint Petition;

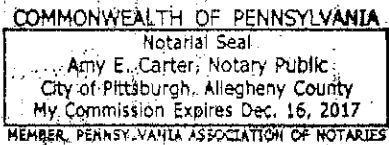
3. He acknowledges that the material facts set forth in the Joint Petition are true; and,

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


Jason Joseph Mazzei, Esquire
Respondent

Sworn to and subscribed
before me this 16th
day of July, 2014.


Notary Public



BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

: No. 45 DB 2012

v. :

JASON JOSEPH MAZZEI, :

: Attorney Registration No. 83775

Respondent :

: (Allegheny County)

VERIFICATION

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

7/17/14
Date

Susan N. Dobbins
Susan N. Dobbins
Disciplinary Counsel

7-18-14
Date

Jason Joseph Mazzei
Jason Joseph Mazzei, Esquire
Respondent

July 16, 2014
Date

Craig E. Simpson
Craig E. Simpson, Esquire
Counsel for Respondent