IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 3228 Disciplinary Docket No. 3
Petitioner	:	No. 47 DB 2026
	:	Attorney Registration No. 310983
v.	:	
	:	(Philadelphia)
CLAYTON THOMAS PRONOLD,	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 23rd day of November, 2026, 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 Clayton Thomas Pronold is suspended on consent from the Bar of this Commonwealth for a period of nine months, with the obligation to notify users of his non-legal title company's website that clients of the business are not being provided legal services. Respondent shall comply with the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board. *See* Pa.R.D.E. 208(g).

A True Copy Nicole Traini
As Of 11/23/2026

Attest: Nicole Traini
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	
	:	No. 47 DB 2026
v.	:	
	:	Atty. Reg. No. 310983
CLAYTON THOMAS PRONOLD, Respondent	:	(Philadelphia)

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

Petitioner, Office of Disciplinary Counsel ("ODC"), by Thomas J. Farrell, Esquire, Chief Disciplinary Counsel, and by Amelia C. Kittredge, Esquire, Disciplinary Counsel, and Respondent, Clayton Thomas Pronold, who is represented by James C. Schwartzman, Esquire, file this Joint Petition In Support of Discipline On Consent Under Rule 215(d) of the Pennsylvania Rules of Disciplinary Enforcement ("the Joint Petition") and respectfully represent that:

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

FILED
10/15/2026
The Disciplinary Board of the
Supreme Court of Pennsylvania

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

2. Respondent, Clayton Thomas Pronold, was born in 1983, was admitted to practice law in the Commonwealth on August 29, 2011, and has a public access address at 2020 Walnut Street, Unit 21J, Philadelphia County, Pennsylvania 19103.

3. Pursuant to Pa.R.D.E. 201(a)(1), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

SPECIFIC FACTUAL ADMISSIONS AND ETHICS RULES VIOLATED

4. Respondent's "Pennsylvania Attorney Annual Registration Form[s]" for the years spanning 2021 to date, reflect that Pennsylvania is the only state in which he is licensed to practice law.

5. Respondent acknowledges that he spends the bulk of his professional career operating a title company; that since 2020-2021, he has performed minimal, if any, legal work; and further that, "[t]o the best of his recollection," he has not "billed for any legal services beyond that time."

6. As of October 28, 2025, Respondent was what he terms "a 1099 employee" of a Center City law firm located at 2005 Market Street, and "[b]etween 2011 and 2020 or 2021" performed "limited legal services for that firm's clients."

7. At all times during the events underlying this matter, the law firm's "Attorneys" web page displayed a picture of Respondent and stated, in pertinent part:

> "[f]or nearly fifteen years, Clay has advised clients on transactional matters while stepping into court when necessary to protect the client. Clay pulls from his vast experience in commercial real estate transactions to achieve a client's goals in mergers and acquisitions as well as business formation matters. Clay advises some of the largest financial institutions in the United States that have real estate interests."

8. Beginning in 2012, Respondent was the Managing Partner of CPTC, LLC, now known as "Bedrock Land Transfer Services, LLC," a title company Respondent formed with a partner in 2012.

9. The address for both CPTC and Bedrock Land Transfer Services is the address of the Philadelphia law firm for which Respondent had performed occasional legal work.

10. In June, 2023, Respondent became acquainted with Rachelle O'Dell, a Utah real estate agent, who explained to Respondent that she worked as a "transaction coordinator" in arrangements where a real estate investor, (known in the vernacular as a "flipper"), would present a real estate project to potential lenders, the loan to be secured by a mortgage on the subject property, and the terms and conditions of the loan would be memorialized in a joint venture agreement; closing documents, such as the mortgage and borrower's personal guaranty, would be prepared, after which O'Dell, who was not a lawyer, would oversee the transaction's closing.

11. O'Dell, whose business was known as "Tactical TC," asked whether Respondent could draft form documents for use in connection with her closing transactions, which she could populate using the financial terms and conditions the parties had previously memorialized in the joint venture agreements, without any further involvement by Respondent.

12. Respondent advised Ms. O'Dell that he could put together a few standard form documents that could be used as she described, and prepared a standard form note, personal guaranty, mortgage and deed of trust for O'Dell.

13. In or about 2024, O'Dell introduced Respondent to her client, Kristina D. Krill of Florida-based Delta Property Partners, LLC ("Delta), whose company acted as a facilitator or "go-between," working to connect real estate investors with private lenders.

14. In ten loan transactions brokered by Delta, Respondent used the form documents he drafted for O'Dell (notes, guaranties, mortgages and deeds), to prepare the closing documents for the deals, populating the forms with the terms of the joint venture agreement.

15. Each of the joint venture agreements O'Dell sent to Respondent provided that the agreement would be governed by the law of the state in which the property was located.

16. None of the ten Delta deals for which Respondent drafted loan documents involved Pennsylvania properties; instead, they were in a variety of states where Respondent was not admitted: Indiana, Ohio, Missouri, Minnesota, Florida and Maryland.

17. Respondent drafted these documents despite his extensive experience in commercial real estate transactions, and his knowledge that the following are not uniform throughout the United States: (1) state laws governing the maximum interest rates that lenders can charge; (2) the formula used to compute interest; (3) the interest rates applicable to all types of loan transactions; (4) interest rate provisions based on the amount of principal; and (5) state statutes defining civil usury, criminal usury and loansharking.

18. Respondent composed the closing documents for each deal, and established important legal relationships with no knowledge of the peculiarities of the governing state law.

19. Under the law of each of the above states in which the properties were located, the drafting of consequential documents such as mortgages, notes, personal guaranties and deeds of trust in transactions of the kind that were occurring herein, constitutes the unauthorized practice of law.

Unauthorized Practice: Maryland and Florida

20. In one of the ten real estate transactions, Delta sent Respondent three Joint Venture Agreements comprising one deal,

secured by two properties in Maryland and one in Florida.

21. When Respondent drafted the loan documents, he drafted them to provide that the deal would be governed by the law of Florida *and* Maryland; however, under Florida law, the interest rates were usurious, pursuant to both civil and criminal usury statutes.

22. ODC's complainant, Ms. Pereira, loaned $100,000 for the deal, and two additional investors loaned a total of $190,000.

23. The borrower defaulted and refused to pay the lenders, but when Ms. Pereira filed an action against the borrower in Maryland, the borrower raised the Florida usury statutes, arguing that the deal was unenforceable.

24. Ms. Pereira was forced to discontinue the action, having been advised by Maryland counsel that the deal *was* unenforceable under Florida law. Moreover, Ms. Pereira was extremely concerned that she might well be at risk of criminal liability under Florida statutes, with the consequence that her Florida real estate broker's license would be in jeopardy.

25. Ms. Pereira also filed a complaint with the Unlicensed Practice of Law Department of The Florida Bar. ("Department"). After

soliciting Respondent's statement, the Department sent Respondent a "Letter of Advisement," telling him that his conduct constituted the unlicensed practice of law in Florida; in view of Respondent's agreement to cease the conduct and his association with O'Dell and Delta, the Department closed its file in the matter.

26. Respondent produced to ODC a document from his office file concerning this loan transaction which was sent by O'Dell to the lenders and Delta, titled, "Tactical TC Service Agreement," which provided that Tactical did "NOT provide contract preparation services as we are not licensed to prepare documents on your behalf. IF there are documents that need to be prepared they will need to be prepared by a licensed attorney in the state that you are transacting....Tactical...has advised me to seek independent legal counsel regarding this transaction and Tactical TC LLC cannot provide [it]."

27. During the course of this transaction, Respondent's conduct and failure to clarify his role signaled to O'Dell, Krill and the parties to the loans that Respondent *was* "the licensed attorney" who was providing legal services, as stated in the Tactical TC Agreement.

28. Thus, he communicated with O'Dell and Krill using his email address at the law firm, Pronold@[_]law.com, and O'Dell requested that Respondent draft "legal docs" for each of the properties, without Respondent correcting her to clarify that he was not able to provide legal services because he had no law license in the state.

29. The "Mortgage and Security Agreement" for the deal contained a header which stated it was "Prepared by and to be Recorded and Returned to: Clayton Pronold CPTC, LLC," with the Philadelphia law firm's address. The HUD-1 Settlement Statement provides that a fee of $1,500 was paid by the borrowers for "Doc Prep to CPTC, LLC."

30. In the Florida/Maryland deal, Delta prepared a marketing brochure for the offering which it gave to prospective lenders, listing the following personnel and their positions with Delta: Kristina D. Krill as "Owner/CEO"; one Jessica Smith as "Connecting Partner," O'Dell as "TC Service," and "Clayton T. Pronold, Legal Service."

31. Respondent denies that he knew his name was listed on the brochure, and there is no evidence that he did, but he failed to make reasonable efforts to avoid any misunderstanding that might

arise among any of the involved parties with respect to the nature and scope of his services.

32. Likewise, also in the Florida/Maryland deal, in an email to prospective lenders provided to ODC by the complainant, Krill explains Delta's process as including that the joint venture agreement is sent to "my attorney (Clayton Pronold, esq.)" (*sic*), for the entire set of legal documents...."; again, there is no evidence that Respondent saw this email, but it serves to show his reckless course of conduct in not only undertaking to draft the closing documents, a task for which he was not qualified, but also in using the indicia of his status as a lawyer on the documents, which allowed the lenders to form the view that the documents he drafted were legally correct under state law.

33. Specifically, Respondent did not:

a. advise the above involved individuals and/or entities that he was not providing legal services; and

b. that the protection of a client-lawyer relationship did not exist with respect to the provision of nonlegal services to any of the involved persons and/or entities.

34. Pa.R.D.E. 8.5 (a) ("Disciplinary Authority; Choice of Law") provides that "[a] lawyer admitted to practice in this jurisdiction is subject to the disciplinary authority of this jurisdiction, regardless of where the lawyer's conduct occurs. A lawyer not admitted in this jurisdiction is also subject to the disciplinary authority of this jurisdiction if the lawyer provides or offers to provide any legal services in this jurisdiction. A lawyer may be subject to the disciplinary authority of both this jurisdiction and another jurisdiction for the same conduct."

35. Pa.R.D.E. (8.5) (b) provides that, "[i]n any exercise of the disciplinary authority of this jurisdiction, the rules of professional conduct to be applied shall be as follows:

(1) for conduct in connection with a matter pending before a tribunal, the rules of the jurisdiction in which the tribunal sits shall be applied, unless the rules of the tribunal provide otherwise; and,

(2) for any other conduct, the rules of the jurisdiction in which the lawyer's conduct occurred, or, if the predominant effect of the conduct is in a different jurisdiction, the rules of that jurisdiction shall be

applied to the conduct. A lawyer shall not be subject to discipline if the lawyer's conduct conforms to the rules of a jurisdiction in which the lawyer reasonably believes the predominant effect of the lawyer's conduct will occur.

36. By his conduct as alleged in Paragraphs 2 through 35 herein, Respondent violated the following Pennsylvania, Florida and Maryland Rules of Professional Conduct:

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

b. Pa. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

c. Pa. RPC 5.5(a), which states that a lawyer shall not practice law in a jurisdiction in violation of the

regulation of the legal profession in that jurisdiction, or assist another in doing so;

d. Pa. RPC 5.7(d), which states, in pertinent part, that a lawyer who provides nonlegal services is not subject to the Rules of Professional Conduct if, he "...makes reasonable efforts to avoid any misunderstanding by the recipient receiving nonlegal services. Those efforts must include advising the recipient that the services are not legal services and that the protection of a client-lawyer relationship does not exist with respect to the provision of nonlegal services to the recipient"; and

e. Florida Rule of Professional Conduct 4-5.5(a) ("Practice of Law"), which states that, "A lawyer may not practice in a jurisdiction other than the lawyer's home state, in violation of the regulation of the legal profession in the lawyer's home state or assist another in doing so"; as to the Florida transaction *via* RPCs 8.5(a) and 8.5(b); and

f. Maryland Attorneys' Rule of Professional Conduct (MARPC) 19-305.5(a), which states that "An attorney shall not practice in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so" *via* Pa. RPCs 8.5(a) and 8.5(b).

Unauthorized Practice in Ohio, Indiana, Missouri, & Minnesota

37. Respondent also prepared closing documents for eight remaining loan transactions in the above states, violating not only Pa. RPC 5.5 (a) ("Unauthorized Practice of Law; Multijurisdictional Practice of Law"); Pa. RPC 1.1 ("Competence"); and Pa. RPC 1.3 ("Diligence"), but also, *via* RPC 8.5 (a) and (b), the Rules of Professional Conduct prohibiting the unauthorized practice of law in the states in which the Respondent practiced.

38. As in the Florida/Maryland deal, Respondent's conduct, including using "Esquire," his law firm email address, his law firm's name and address, and the entry on the law firm's "Attorney's" page, misled the parties to the transactions about the nature of the services

he was providing, as Ms. Pereira and other investor-witnesses would testify.

39. In the five transactions involving Ohio properties, Respondent drafted closing documents, including mortgages, notes, and personal guaranties.

40. In the closing documents for these loan transactions, Respondent continued to refer to his professional status, using the header on certain of the documents, "Prepared by Clayton T. Pronold, Esquire."

41. The Supreme Court of Ohio has determined that "[t]he unauthorized practice of law occurs when a person provides legal services to another in [Ohio] without the admission to the practice of law or certification for limited practice....This includes the preparation of legal documents for others." *Geauga County Bar Association v. Haig*, 955 N.E.2d 352, 353 (Ohio 2011) (internal citations omitted).

42. By his conduct, as alleged in Paragraphs 37-41, Respondent violated the following Pennsylvania and Ohio Rules of Professional Conduct:

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

b. Pa. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

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

d. Ohio Rule of Professional Conduct 5.5(a) ("Unauthorized Practice of Law; Multijurisdictional Practice of Law; Remote Practice of Law"), which states that "A lawyer shall not practice in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so," *via* Pa. RPCs 8.5(a) and 8.5(b).

43. Respondent drafted the closing documents for one Delta loan transaction where the property was located in Muncie, Indiana.

44. In advertising the offering, Delta's presentation listed Respondent's first name, "Clayton," as being part of "#TEAMDELTA," and identified "Clayton T. Pronold, Esq., Legal Service," although he is not licensed to practice law in Indiana.

45. In Indiana, the drafting of legal documents that involve "considerations of significant legal refinement, or the legal consequences of the act are of great significance to the parties involved, such practice may be restricted to members of the legal profession." *State of Indiana ex rel. Indiana State Bar Association v. Northouse*, 848 N.E.2d 668, 672 (Ind. 2006) (internal quotations omitted); *see State ex rel. Indiana State Bar Association v. Diaz*, 838 N.E.2d 433, 447 (Ind. 2005) (nonlawyer enjoined from, *inter alia*, "selecting immigration forms for individuals seeking immigration assistance" because such involves the unauthorized practice of law).

46. By his conduct as alleged in Paragraphs 43 through 45 above, Respondent violated the following Pennsylvania and Indiana Rules of Professional Conduct:

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

b. Pa. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

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

d. Indiana Rule of Professional Conduct 5.5(a) ("Unauthorized Practice of Law; Multijurisdictional Practice of Law"), which provides that "A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so," *via* Pa. RPCs 8.5(a) and 8.5(b).

47. Respondent drafted the closing documents for one Delta loan transaction where the property was located in St. Louis, Missouri.

48. Respondent engaged in the unauthorized practice of law in Missouri. *Hargis v. JLB Corporation d/b/a Golden Oak Lending*, 357 S.W.3d 574, 578 (Mo. 2011) (*en banc*) (promissory notes and deeds of trust are legal documents; Supreme Court has used statutory definitions for the "practice of law" as a "reference point," and Section 484.010.2 of the Missouri Code defines "law business" as "...the drawing or procuring of or assisting in the drawing for a valuable consideration of any paper, document or instrument affecting or relating to secular rights...."); *Eisel v. Midwest BankCentre*, 230 S.W.3d 335 (Mo. 2007) (*en banc*) (preparing or completing various mortgage loan documents for a fee, including promissory notes and deeds of trust, constituted the unauthorized business of law.); *Bray v. Brooks*, 41 S.W.3d 7, 13-14 (Mo.Ct.App. 2001) (*application to transfer to Mo. Supreme Court denied 4/24/01)* (broker engaged in unauthorized practice of law where, in deal involving sale of a business, "[t]he documents used by Bray were far from being simple fill in the blank standardized forms; they called for complex and

sophisticated consideration of various legal issues. That need is demonstrated by the simple fact that the promissory note drafted by Bray was payable to the Brookses individually even though it was the corporate entity selling the assets.").

49. By his conduct, as alleged in Paragraphs 47 through 48 above, Respondent violated the following Pennsylvania and Missouri Rules of Professional Conduct:

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

b. Pa. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

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

d. Missouri Rule of Professional Conduct 5.5(a) (Missouri Supreme Court Rule 4-5.5(a)) ("Unauthorized Practice of Law; Multijurisdictional Practice of Law"), which provides that "A lawyer shall not practice in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction or assist another in doing so," *via* Pa. RPCs 8.5(a) and and 8.5(b).

50. Respondent drafted the closing documents for one Delta loan transaction where the property was located in Blue Earth, Minnesota.

51. Respondent's conduct constituted the unauthorized practice of law in Minnesota. *In the Matter of the Application for the Discipline of Timothy W. Jorissen*, 391 N.W.2d 822, 824 (Minn. 1986) (state law "prohibits any person 'except members of the bar of Minnesota admitted and licensed to practice as attorneys at law,'" from "...preparing legal documents."); *see also, In re Petition for Disciplinary Action Against Grigsby*, 815 N.W.2d 836, 842 (Minn. 2012) ("When, however, an unlicensed person acts in a representative

capacity in protecting, enforcing, or defending the rights of another, that person engages in the unauthorized practice of law.") (internal quotations omitted); *cf. Cardinal v. Merrill Lynch Realty, et al.*, 433 N.W.2d 864, 867-68 (Minn. 1988) ("ordinary conveyancing, part of the every day business of the realtor" is not the practice of law, but when a "layman...resolves legal questions for another...he is practicing law if difficult or doubtful legal questions are involved which, to safeguard the public, reasonably demand the application of a trained legal mind.") (citations omitted).

52. By his conduct as alleged in Paragraphs 50 through 51 above, Respondent violated the following Pennsylvania and Minnesota Rules of Professional Conduct:

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

b. Pa. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

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

d. Minnesota Rule of Professional Conduct 5.5(a) ("Unauthorized Practice of Law; Multijurisdictional Practice"), which provides that "A lawyer shall not practice in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so, except that a lawyer admitted to practice in Minnesota does not violate this rule by conduct in another jurisdiction that is permitted in Minnesota under Rule 5.5(c) and (d) for lawyers not admitted to practice in Minnesota," *via* Pa. RPCs 8.5(a) and 8.5(b).

Misleading Insurance Disclosures

53. Respondent's 2025-2025 and 2025-2026 "Pennsylvania Attorney Annual Registration Forms" stated that he does not have professional liability insurance because he "does not have private clients" and has "no possible exposure to malpractice actions." However, the law firm's website, as quoted in ¶7, above, stated that Respondent does have clients, and thus the insurance disclosure was misleading.

54. In his Answer to ODC's DB-7 Request for Statement of Respondent's Position (DB-7) dated October 28, 2025, Respondent stated that:

a. any legal services he performed over the above time periods was as "a 1099 employee of" the law firm; and

b. apart from those services, he "has never represented any private clients."

55. Respondent's Answer to the DB-7 further alleged that during the relevant period, the only "legal services" he performed were for the "firm's clients," which would have been covered by the firm's

malpractice policy; thus, according to Respondent, he "mistakenly" selected the insurance option that he did, and he would "update" his "Pennsylvania Attorney Registration Form" to reflect that he maintains professional liability insurance through his firm.

56. As of the date of the Petition for Discipline, April 16, 2025:

a. Respondent had failed to "update" his insurance status with the Board; and

b. Respondent's entry on the Board's website remained as it was the day the DB-7 was served, September 3, 2025.

57. By his conduct as alleged in Paragraphs 53 through 56 above, Respondent violated the following Rules of Professional Conduct:

a. Pa. RCP 7.1, which states that a lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a

whole not materially misleading; and

b. Pa. RPC 8.4(c), which states that 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.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

58. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a nine-month Suspension, with the continuing undertaking that he will include a disclaimer on his public website offering nonlegal title services stating that clients are not being provided legal services.

59. 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 he consents to the recommended discipline and the mandatory acknowledgements contained in Pa.R.D.E.

215(d)(1) through (4).

60. Petitioner and Respondent respectfully submit that there are the following mitigating factors: (1) Respondent has no record of discipline; (2) ODC found no evidence that Respondent regularly provides documents for out-of-state loan deals or works with any other closing business as he did with O'Dell and Delta, and concluded that all of the UPL violations arise from Respondent's relatively brief business contact with O'Dell and Delta; (3) Respondent cooperated with ODC by producing closing documents for all the loan transactions he drafted for Delta, in addition to those described in the DB-7 letter; (4) Respondent's entry on the "Attorneys" page for the law firm has been removed, and thus his most recent Annual Registration Form is accurate and consistent, providing that he does not have private clients; (4) Along with the aforementioned modifications, Respondent's addition of the disclaimer on his title company's website will protect the public from concluding that because he is licensed to practice law, clients for the nonlegal title services he provides will have the benefit of an attorney-client representation.

The Board has stated that, "[a]s a general matter, license

suspension has been the form of discipline imposed for the unauthorized practice of law." ***Office of Disciplinary Counsel v. Carl B. Williamson***, No. 36 DB 2019 (D.Bd.Rpt. 2/21/2020 at 20-22) (S.Ct. Order 5/29/2020) ; ***Office of Disciplinary Counsel v. Keith Hall Barkley***, No. 144 DB 2016 (D.Bd. Rpt. 9/13/2017 at 15) (S.Ct. Order 11/14/2017) (unauthorized practice in Utah while on inactive status from PA Bar; Utah RPC 5.5(a) charged, among other violations; failed to appear at disciplinary hearing; two-year suspension).

In disciplinary matters where the unauthorized practice is not extensive in scope or duration, the Board and the Court have seen fit to impose suspensions limited to less than one-year and one-day. ***Office of Disciplinary Counsel v. Tracy Paul Hunt***, No. 128 DB 2020 (Joint Pet. 9/8/2020) (S.Ct. Order 10/13/2020) (unauthorized practice in three client matters over the time frame of seven months while on administrative suspension; six-month suspension imposed); ***Office of Disciplinary Counsel v. Sheila K. Younger-Halliman***, No. 239 DB 2018 (Joint Pet. 12/12/2018 at p. 33) (S.Ct. Order 2/21/2019) (respondent "created the false impression that she was licensed to practice law in her state of residence (Texas) and engaged in various

law-related activities, which, though minimal in their scope, constituted the unauthorized practice of law"; one-year suspension); ***Office of Disciplinary Counsel v. Julie Ann Marzano***, No. 46 DB 2006 (D.Bd.Rpt. 5/16/2007) (S.Ct. Order 8/1/2007) (Marzano engaged in three instances of unauthorized practice while on inactive status, two of them involving family members; no prior record of discipline; the acts of representation were limited; sincere remorse; nine-month suspension).

Here, Respondent did not engage in litigation or otherwise misrepresent that he was a member of the state Bars in which he "practiced." Additionally, Respondent had no contact with the investors, and can credibly argue that he never gave legal advice to the lenders or pretended to be their attorney. Instead, the lenders would testify that because Respondent was a lawyer (as demonstrated by the use of "Esquire" in his header on the loan documents), as well as his use of the law firm's email system, they believed the documents were legally correct. To be sure, Respondent created the circumstances for the lenders to make this assumption, but he did not actively represent or promote it. Similarly, Respondent never had a fee

agreement with Delta or otherwise gave Delta legal advice.

In the Florida/Maryland deal, where the lenders were provided with the "Services Agreement" and Delta's Krill told them that Respondent was her counsel and would prepare the "entire set" of legal documents, in addition to engaging in the unauthorized practice of law, Respondent violated RPC 5.7 ("Responsibilities Regarding Nonlegal Services"). Subpart (d) of the Rule requires a lawyer to make reasonable efforts to avoid any misunderstanding by the recipient receiving nonlegal services, including advising the recipient that the services are not legal services, and that the protection of a client-lawyer relationship does not exist. Respondent failed to supply such advisements. *See* ***Office of Disciplinary Counsel v. Roberta Binder Heath***, No. 142 DB 2017 (D.Bd. Order 9/27/2017) (Public Reprimand) (violation of RPC 5.7 where Heath was engaged by School Board to investigate reports of Superintendent's harassment; respondent claimed that giving her investigative report to the victim was proper, because she had not been engaged in her capacity as an attorney, and thus the report was not privileged; however, she took no steps to advise School Board that her services were nonlegal and the

protection of a client-lawyer relationship would not exist; indeed, she used "Esquire" and submitted bills on her law office letterhead).

In sum, Respondent did not misrepresent his status to a client or a tribunal. As such, Respondent's culpability in this case is closer to the numerous cases in which respondents received suspensions of one year or less for serving in roles as in-house counsel while on administrative suspension. In ***Office of Disciplinary Counsel v. James J. Vassallo, Jr.***, No. 45 DB 2018 (Jt. Pet. 7/2/2018) (S.Ct. Order 8/17/2018), respondent agreed to a six-month suspension where, for a period of two years while on administrative suspension, he acted as in-house counsel, title agent and president of his title company. *Accord,* ***Office of Disciplinary Counsel v. Andrea D. Goodrich***, No. 102 DB 2019 (Jt. Pet. 5/28/2019) (S.Ct. Order 7/3/2019) (in-house counsel practiced corporate law on inactive status; six-month suspension on consent; citing the same discipline imposed in several cases with similar fact patterns). In ***Younger-Halliman***, *supra*, No. 239 DB 2018 (Joint Pet. 12/12/2018 at 34) (S.Ct. Order 2/21/2019), respondent engaged in law-related activities in five client matters. A one-year suspension on consent was approved where,

"Respondent's actual work on these cases—providing advice to clients, drafting pre-suit documents, and attempting to negotiate a settlement—did not involve any court appearances." (Joint Pet. at 34). Considering that this matter did not arise in the context of a lawyer-client relationship, albeit it occasioned considerable harm to the lenders, the suspension is appropriately less than in ***Younger-Halliman.*** This resolution balances the need to protect the public from lawyers who provide services for which they are unqualified, while reserving the more serious sanctions for the cases in which the courts and clients are deliberately deceived about a lawyer's eligibility to practice. Additionally, here, in order to ensure that clients of Respondent's title company are accurately notified that the company is not providing legal services, Respondent has agreed that his public website will be augmented to contain a notification that the company's title services are not legal services.

WHEREFORE, Petitioner and Respondent respectfully request that:

1. Pursuant to Rule 215(e) and 215(g), Pa.R.D.E., the Three-Member Panel of the Disciplinary Board

review and approve the above Joint Petition In Support Of Discipline On Consent and file its recommendation with the Supreme Court of Pennsylvania in which it is recommended that the Supreme Court enter an Order that Respondent receive a Suspension of nine-months, with the obligation to notify users of his website offering nonlegal title services that clients of the business are not being provided legal services.

2. Pursuant to Pa.R.D.E. 215(i), the Three-Member Panel of the Disciplinary Board further recommend that the Court order 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 the notice of the taxed expenses is sent to Respondent.

Respectfully and jointly submitted,

OFFICE OF DISCIPLINARY COUNSEL

THOMAS J. FARRELL
CHIEF DISCIPLINARY COUNSEL

October 15, 2026
Date

By _____
Amelia C. Kittredge
Disciplinary Counsel

10-15-26
Date

By _____
Clayton Thomas Pronold, Esquire
Respondent

10/15/26
Date

By _____
James C. Schwarztman, Esquire
Respondent's Counsel

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	
	:	No. 47 DB 2026
v.	:	
	:	Atty. Reg. No. 310983
CLAYTON THOMAS PRONOLD, Respondent	:	(Philadelphia)

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.

October 15, 2026
Date

Amelia C. Kittredge
Disciplinary Counsel

10-15-26
Date

Clayton Thomas Pronold, Esquire
Respondent

10/15/26
Date

James C. Schwartman, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	
	:	No. 47 DB 2026
v.	:	
	:	Atty. Reg. No. 310983
CLAYTON THOMAS PRONOLD, Respondent	:	(Philadelphia)

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

Respondent, Clayton Thomas Pronold hereby states that he consents to the imposition of a Suspension of nine-months, and consents further that he shall notify users of his public website offering nonlegal title services, that he is not providing legal services, 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; 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 discipline;

2. He is aware that there is presently pending a 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 charges predicated upon the matter continued to be prosecuted in the pending proceeding, he could not successfully defend against them.

Clayton Thomas Pronold, Esquire
Respondent

Sworn to and subscribed
before me this 15th
day of October, 2024. km

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Katrina McNeill, Notary Public
Philadelphia County
My commission expires April 04, 2027
Commission number 1348918

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 47 DB 2026
v.	:	
CLAYTON THOMAS PRONOLD, Respondent	:	Atty. Reg. No. 310983 (Philadelphia)

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 204 Pa. Code §89.22 (relating to service by a participant).

First Class Mail and Email, as follows:

Clayton Thomas Pronold, Esquire
c/o James C. Schwartzman, Esquire
Stevens & Lee
620 Business Freedom Center
King of Prussia, PA19406
Via Email to: jcsc@stevenslee.com

Dated: October 15, 26

Amelia C. Kittredge
Disciplinary Counsel
Office of Disciplinary Counsel
District I Office
1601 Market Street
Philadelphia, PA 19103
(215) 560-6296

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: Amelia C. Kittredge

Name: Amelia C. Kittredge

Attorney No. (if applicable): 28760