

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1848 Disciplinary Docket No. 3
Petitioner :
v. : No. 70 DB 2012
STEVEN ROBERT GRAYSON, : Attorney Registration No. 33411
Respondent : (Philadelphia)


ORDER

PER CURIAM:

AND NOW, this 27th day of June, 2012, there having been filed with this Court by Steven Robert Grayson his verified Statement of Resignation dated April 26, 2012, stating that he desires to resign from the Bar of the Commonwealth of Pennsylvania in accordance with the provisions of Rule 215, Pa.R.D.E., it is

ORDERED that the resignation of Steven Robert Grayson is accepted; he is disbarred on consent from the Bar of the Commonwealth of Pennsylvania retroactive to November 30, 2010; and he shall comply with the provisions of Rule 217, Pa.R.D.E. Respondent shall pay costs, if any, to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.

A True Copy Patricia Nicola
As Of 6/27/2012

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL	:	No. 70 DB 2012
Petitioner	:	
	:	
v.	:	
	:	Attorney Registration No. 33411
	:	
STEVEN ROBERT GRAYSON	:	
Respondent	:	(Philadelphia)

RESIGNATION BY RESPONDENT

Pursuant to Rule 215
of the Pennsylvania Rules of Disciplinary Enforcement

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : 70 DB 2012
Petitioner :
: ODC File No. C1-11-1143
:
:
v. :
: Atty. Reg. No. 33411
STEVEN ROBERT GRAYSON, :
Respondent : (Philadelphia)

RESIGNATION
UNDER Pa.R.D.E. 215

Steven Robert Grayson hereby tenders his unconditional resignation from the practice of law in the Commonwealth of Pennsylvania in conformity with Pennsylvania Rule of Disciplinary Enforcement 215 ("Enforcement Rule") and further states as follows:

1. He was admitted to the bar of the Commonwealth of Pennsylvania on December 12, 1980. His attorney registration number is 33411. He is currently on suspended status, having been suspended from the practice of law for two years by an Order of the Supreme Court of Pennsylvania dated March 20, 2008.

2. He desires to submit his resignation as a member of said bar.

3. His resignation is freely and voluntarily rendered; he is not being subjected to coercion or duress; and he is fully aware of the implications of submitting this resignation.

4. He is aware that there is presently pending an investigation into allegations that he has been guilty of misconduct, the nature of which allegations have been made known to him by his receipt, review, and execution of a Joint Stipulations of Fact and Law, the original of which is attached hereto, made a part hereof, and marked "Exhibit A."

5. He acknowledges that the factual allegations as contained in Exhibit A are true.

6. He submits the within resignation because he knows that he could not successfully defend himself against the allegations of professional misconduct set forth in the attached exhibit.

7. He is fully aware that the submission of this Resignation Statement is irrevocable and that he can only apply for reinstatement to the practice of law pursuant to the provisions of Enforcement Rule 218(b) and (c).

8. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has retained, consulted with and acted upon the advice of counsel, Barbara S. Rosenberg, Esquire, in

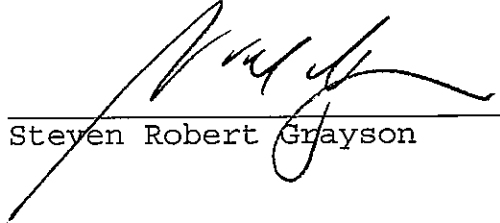
connection with his decision to execute the within resignation.

9. He requests that his disbarment be made retroactive to November 30, 2010, the date that his former counsel, Ellen C. Brotman, Esquire, sent a letter to the Disciplinary Board requesting that a reinstatement petition he had filed be withdrawn. He is advised that the Office of Disciplinary Counsel does not oppose his request. He understands that the decision to grant his request lies solely within the discretion of the Supreme Court of Pennsylvania.


10. He is, pursuant to Enforcement Rule 215(c)(2), expressly waiving Enforcement Rule 215(c), and understands that the Resignation Statement will be made public.

It is understood that the statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904 (relating to unsworn falsification to authorities).

Signed this *26th* day of *APRIL*, 2012.



Steven Robert Grayson

WITNESS: 

Barbara S. Rosenberg, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: ODC File No. C1-11-1143
:
:
v. :
: Atty. Reg. No. 33411
STEVEN ROBERT GRAYSON, :
Respondent : (Philadelphia)

JOINT STIPULATIONS OF FACT AND LAW

The following Joint Stipulations of Fact and Law is entered into by and between Petitioner, Office of Disciplinary Counsel ("ODC"), through Richard Hernandez, Disciplinary Counsel, and Respondent, Steven Robert Grayson, and may be admitted as evidence in a disciplinary proceeding pursuant to §89.131 of the Disciplinary Board Rules.

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 Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement (hereinafter "Pa.R.D.E."), with the power and duty to investigate all matters involving alleged misconduct of 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 said Rules of Disciplinary Enforcement.

2. Respondent, Steven Robert Grayson, was born on June 3, 1953 and was admitted to practice law in the Commonwealth of Pennsylvania on December 12, 1980. According to attorney registration records, Respondent's public access address is 534 Mill Road, Havertown, PA 19083-2511. However, Respondent does not maintain an office for the practice of law at that location. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

3. From 1986 through October 31, 2005, Respondent was initially an employee, and then a shareholder, at Rosner and Grayson, P.C. ("Rosner and Grayson") and the predecessor law firm of Rosner, Grayson & Glass.

a. As an attorney of Rosner and Grayson, Respondent had responsibility for, *inter alia*: supervising the employees of that office; overseeing the storage of that office's client files; maintaining accurate and complete records of client matters; properly handling fiduciary funds received on behalf of clients and third parties; and properly handling funds belonging to Rosner and Grayson.

b. Respondent was prohibited from: maintaining concurrent employment with another law firm; handling any client matters independently; and

referring client matters or prospective client matters to another attorney or law firm.

- c. From 1986 through 2002, Respondent's compensation consisted of a salary plus 50% of the firm's share of legal fees received on any case that he generated from his own personal sources.
- d. Commencing in 2002, Respondent's compensation was modified, so that he received a salary plus 25% of the firm's share of legal fees received on any case that he generated from his own personal sources.

4. In 2006, a disciplinary complaint was filed against Respondent with ODC by Respondent's former employer and partner, Daniel E. Rosner, Esquire ("the Rosner complaint").

- a. The Rosner complaint was assigned File No. C1-06-18.

5. By Form DB-7 letter dated July 24, 2006 ("DB-7 letter"), ODC:

- a. advised Respondent of the filing of the Rosner complaint;
- b. requested that Respondent submit a statement of his position with respect to the Rosner complaint; and

c. notified Respondent of the factual allegations under consideration and the ethical rules he allegedly violated.

6. Respondent retained James C. Schwartzman, Esquire, to represent him in connection with the Rosner complaint.

7. By letter dated September 11, 2006, Mr. Schwartzman submitted to ODC Respondent's response to the DB-7 letter.

8. By letter dated December 15, 2006, addressed to Dana Pirone Garrity, Esquire, Mr. Schwartzman's associate, ODC requested from Respondent certain information and documentation in connection with the Rosner complaint.

a. In that letter, under item number 6, it was requested that Respondent "Identify all client matters that Mr. Grayson handled independently and/or referred to another law firm during the period that Mr. Grayson was employed with Rosner and Grayson. For each client matter, provide a complete copy of the legal file."

9. By Form DB-7A letter dated December 21, 2006, ODC advised Respondent of additional allegations of misconduct in connection with the Rosner complaint and requested that he submit a statement of his position.

10. By letter dated January 4, 2007, Ms. Garrity submitted to ODC Respondent's response to ODC's December 15, 2006 letter.

- a. In response to item number 6, Ms. Garrity identified the following client matters that Respondent had handled independently: Janet Carter, Sheila Yelson, the DeBruno(sic) file, the Gray file, Kerrienne Hafer (with Mr. Rosner's consent), Sarah Love, Pamela Kibbee, Mary Livingston, Mary Cleary, Jordan Blum, Kia McJett, Antonio Pastino, Stanley Edmonson, and David Cooney.

11. By letter dated January 4, 2007, addressed to Mr. Rosner, Mr. Schwartzman, *inter alia*:

- a. stated that Respondent had handled all client files he originated through Rosner and Grayson until Respondent's 50% referral fee was "unilaterally reduced" by Mr. Rosner in 2002; and
- b. listed those client matters that Respondent handled independently beginning in 2003, which list was identical to the list of client matters that Ms. Garrity provided to ODC in her January 4, 2007 letter.

12. Respondent failed to disclose to ODC and Mr. Rosner that while Respondent was employed at Rosner and Grayson, he had:

- a. in 1998 referred to Alan Frederick Galerman, Esquire, a personal injury case involving Mr. Ralph Bagnato and his wife, Ms. Trudy Bagnato ("the Bagnato case");
- b. received from Mr. Galerman in 1998 a referral fee in the amount of \$98,931.57 and in 2000 a second referral fee in the amount of \$130,000.00 in connection with the Bagnato case;
- c. failed to advise Mr. Rosner of Respondent's receipt of referral fees in the Bagnato case and to provide Mr. Rosner with 50% of those referral fees in accordance with the terms of Respondent's then extant oral employment agreement with Mr. Rosner;
- d. handled independently two personal injury cases involving Ms. Elba Hernandez and Ms. Lyney Armour, which matters Respondent concluded after his employment with Rosner and Grayson ceased; and
- e. failed to advise Mr. Rosner of Respondent's receipt of legal fees in the cases involving Ms. Hernandez (\$4,025.00) and Ms. Armour (\$875.00), and to provide Mr. Rosner with 75% of those fees in accordance with the terms of

Respondent's then extant oral employment agreement with Mr. Rosner.

13. By letter dated January 9, 2007, Ms. Garrity submitted to ODC Respondent's response to the DB-7A letter.

14. By Form DB-7AA letter dated March 15, 2007, ODC advised Respondent of additional allegations of misconduct in connection with the Rosner complaint and requested that he submit a statement of his position.

15. By letter dated March 29, 2007, Ms. Garrity submitted to ODC Respondent's response to the DB-7AA letter.

16. On June 29, 2007, ODC filed with the Office of the Secretary to the Disciplinary Board of the Supreme Court of Pennsylvania ("the Secretary's Office") a Petition for Discipline ("the Petition") in connection with the allegations of misconduct raised in the Rosner complaint.

- a. The Petition was docketed at No. 95 DB 2007.
- b. The Petition charged Respondent with, *inter alia*, failing to distribute, and converting, fees belonging to Rosner and Grayson in those client matters (excluding Kerrienne Hafer) that Ms. Garrity identified in her January 4, 2007 letter in response to item number 6 in ODC's December 15, 2006 letter (see ¶10a, *supra*).

17. On July 27, 2007, Respondent filed an Answer to the Petition.

18. In October 2007, ODC agreed to file a Joint Petition in Support of Discipline on Consent Under Rule 215(d) of the Pennsylvania Rules of Disciplinary Enforcement ("the Consent Discipline Petition") and recommend to the Disciplinary Board and the Supreme Court of Pennsylvania that Respondent be suspended for two years.

- a. As mitigation, the Consent Discipline Petition noted that Respondent had cooperated with ODC and had made "full restitution to Mr. Rosner."
- b. In recommending a two-year suspension, the Consent Discipline Petition examined and compared relevant precedent to the factual allegations and rule violations admitted by Respondent in the Consent Discipline Petition.
- c. In recommending a two-year suspension, the Consent Discipline Petition stated that Respondent had converted fees and costs in excess of \$35,000.00 and had engaged in misconduct that was limited to thirteen client matters over a period of thirty-three months.
- d. ODC relied upon information and documents Respondent submitted to ODC in setting forth the factual admissions in the Consent

Discipline Petition and in recommending that he receive a two-year suspension, as reflected in the contents of the Consent Discipline Petition, which was endorsed by, and verified by a Verification signed by, an agent for ODC.

- e. ODC was unaware that Respondent had received referral fees in the Bagnato case and that he had handled independently and received legal fees in the client matters involving Ms. Hernandez and Ms. Armour.

19. Under cover of letter dated October 16, 2007, Ms.

Garrity:

- a. provided to ODC the Consent Discipline Petition, which Respondent had executed; and
- b. enclosed copies of an October 16, 2007 letter, with enclosures, that Mr. Schwartzman had sent to Mr. Rosner.

20. Mr. Schwartzman's October 16, 2007 letter:

- a. enclosed two checks Respondent had written to Mr. Rosner, one payable in the amount of \$33,714.09 and the second in the amount of \$1,367.08;
- b. explained that the check for \$33,714.09 represented payment to Mr. Rosner of the fees he was entitled to receive for the client

matters identified in the Consent Discipline Petition, excluding the Gray matter, for which Mr. Rosner had previously been paid by Respondent; and

- c. enclosed a seven-page document titled the "Settlement Agreement and Release" ("the October 2007 Release") for Mr. Rosner's execution.

21. Paragraph 10 of the October 2007 Release contained the following provision:

CONFIDENTIALITY. The Parties agree that the terms, amounts, and underlying facts of the settlement reflected in this Agreement, and the existence of a potential claim or of this Agreement, shall be held strictly confidential. The Parties further agree that each shall not describe, characterize, or disclose any such information in any manner whatsoever, directly or indirectly, orally or in writing, to anyone not a party to this Agreement, except to the extent required by law or to say "the matter has been resolved," if asked. The Parties further understand that disclosure of this Agreement and/or the terms and conditions herein, by anyone acting on their behalf, shall be deemed a breach of this Agreement.

22. Mr. Rosner did not execute the October 2007 Release or negotiate the two checks.

23. On November 14, 2007, a Three-Member Panel of the Disciplinary Board recommended that the Supreme Court of Pennsylvania approve the Consent Discipline Petition.

24. By Order dated March 20, 2008, the Supreme Court of Pennsylvania granted the Consent Discipline Petition and ordered Respondent's suspension from the practice of law for two years.

25. On October 29, 2007, Mr. Rosner commenced a civil lawsuit against Respondent in the Philadelphia Court of Common Pleas, said case captioned *Daniel E. Rosner, et al. vs. Steven R. Grayson, et al.*, docket number 071003906 ("the *Rosner* lawsuit").

a. Samuel Merovitz, Esquire, represented Mr. Rosner and the other named plaintiffs in the *Rosner* lawsuit.

b. Harvey A. Sernovitz, Esquire, represented Respondent in the *Rosner* lawsuit.

26. In connection with the *Rosner* lawsuit, Mr. Merovitz served Respondent with a Request for Production of Documents.

a. By letter dated August 12, 2008, Mr. Sernovitz provided Mr. Merovitz with Respondent's supplemental response to the Request for Production of Documents.

b. In that letter, Respondent disclosed the client matters that he had handled

independently-that is, the matters involving Ms. Hernandez and Ms. Armour.

27. In connection with the *Rosner* lawsuit, Mr. Merovitz made arrangements to depose Mr. Galerman.

28. Before Mr. Galerman could be deposed, Mr. Merovitz and Mr. Rosner met with Mr. Sernovitz to discuss a possible settlement of the *Rosner* lawsuit.

29. During this meeting, Mr. Sernovitz disclosed to Mr. Merovitz and Mr. Rosner that Respondent had received referral fees in the Bagnato case.

30. Although no documentation was offered by Mr. Sernovitz to confirm the amount of the referral fees Respondent received in the Bagnato case from Mr. Galerman, Mr. Rosner, on the advice of Mr. Merovitz, agreed to settle the *Rosner* lawsuit for the sum of \$253,000.00.

a. The settlement included those client matters that were the subject of the Consent Discipline Petition.

31. On or about October 22, 2008, Respondent and Mr. Rosner executed a five-page document titled "Settlement Agreement and Mutual Release" ("the October 2008 Settlement Agreement").

32. The October 2008 Settlement Agreement provided that the *Rosner* lawsuit would be discontinued once Respondent paid Mr. Rosner the sum of \$253,000.00.

33. Paragraph 5 of the October 2008 Settlement Agreement contained the following provision:

CONFIDENTIALITY. The undersigned agree and acknowledges that this settlement is a highly confidential matter. As further consideration for the payment of the above-stated sum of money and as an essential part of this Settlement Agreement and Mutual Release, the undersigned parties hereby agree to keep confidential all of the facts, terms and conditions of this Release as well as all of the facts learned or discovered during the LAWSUIT. No record or documents relating to or touching upon the issues or matters in dispute between the parties, including but not limited to those raised in the LAWSUIT, will be voluntarily released to any person or entity or governmental body unless pursuant to subpoena or court order. In the event that a subpoena or court order seeking to compel disclosure of information which is forbidden by this Agreement, the recipient of such subpoena or court order shall notify all other parties hereto of such receipt immediately, and in no event later than 72 hours from receipt of any such order or subpoena. Upon receipt of notice of a subpoena or court order under this provision, any party hereto may notify the recipient of such subpoena or court order, within 72 hours, of his or her intention to challenge, object to or otherwise contest the subpoena or court order. The recipient of such subpoena or court order shall not comply with any subpoena or court order prior to the passage of 72 hours following notification to other parties hereto. In the event of a timely challenge, objection or other contest, the recipient of such

subpoena or court order shall not comply therewith, nor make any disclosure prohibited by this Agreement, unless and until such challenge, objection or other contest has been judicially resolved or withdrawn.

a. EXCEPTIONS

(1) The parties hereto may make such disclosures as may be required for tax reporting purposes.

(2) In the event of an inquiry from or on behalf of the Disciplinary Board of the Supreme Court of Pennsylvania, or any other State or Commonwealth, pertaining to the matters released herein, PLAINTIFFS may disclose ONLY that they have received full restitution and that their claims are satisfied assuming timely payment of the settlement and no further order or request of information is requested from the disciplinary board. If requested, PLAINTIFFS will give defense counsel the 72 hour notice as stipulated.

34. The Confidentiality provision in the October 2007 Release (see ¶21, *supra*) was materially different than the terms of the Confidentiality provisions of the October 2008 Settlement Agreement (see ¶33, *supra*) and did not specifically reference an inquiry by the Disciplinary Board.

35. If this matter proceeded to a disciplinary hearing, ODC would contend that Paragraph 5 of the October 2008 Settlement Agreement had the effect of discouraging Mr. Rosner from fulfilling his ethical duty under Rule of Professional Conduct 8.3(a)--which required Mr. Rosner to report to ODC the

information he obtained during the course of the *Rosner* lawsuit establishing that Respondent had committed violations of the Rules of Professional Conduct--because Mr. Rosner's reporting of such information to ODC would place Mr. Rosner in breach of Paragraph 5 of the October 2008 Settlement Agreement.

36. If Respondent were called to testify at a disciplinary hearing, Respondent would state that he relied upon the advice of his counsel, Mr. Sernovitz, in entering into the October 2008 Settlement Agreement; that he did not direct Mr. Sernovitz to insert the provision that became Paragraph 5 of the October 2008 Settlement Agreement; and that he did not intend that Mr. Rosner would be discouraged from fulfilling his ethical duty under Rule of Professional Conduct 8.3(a).

37. Between October 27, 2008 and January 7, 2009, Respondent wrote five checks made payable to Mr. Rosner that totaled \$253,000.00.

38. On January 28, 2009, Mr. Merovitz filed with the court a Praecipe to Settle, Discontinue, and End the *Rosner* lawsuit.

39. On July 26, 2010, Respondent filed with the Secretary's Office a Petition for Reinstatement ("the Reinstatement Petition") and a Reinstatement Questionnaire ("the Questionnaire").

40. In response to Question 5 of the Questionnaire, Respondent:

- a. stated that he had made "full restitution" to his "prior law firm" in connection with a "Fee dispute"; and
- b. attached a copy of the October 2007 Release, which Mr. Rosner had not executed, and the fifth page of the October 2008 Settlement Agreement, which Respondent and Mr. Rosner had executed.

41. If this matter proceeded to a disciplinary hearing, ODC would contend that the attachment Respondent submitted in response to Question 5 of the Reinstatement Questionnaire was misleading in that the attachment made it appear that Mr. Rosner had approved the terms of the October 2007 Release.

42. If Respondent were called to testify at a disciplinary hearing, Respondent would state that he did not intend to mislead ODC by submitting the attachment in response to Question 5 of the Reinstatement Questionnaire and that it was through inadvertence that pages from the October 2007 Release and the fifth page of the October 2008 Settlement Agreement were commingled and made a part of the Reinstatement Questionnaire.

43. Question 10(a) of the Questionnaire inquired if Respondent had ever been involved in a civil action as a party or as one who claimed an interest.

a. Respondent placed an "X" in the box marked "Yes."

44. Question 10 required Respondent to provide certain identifying information and a current copy of the docket entries for any civil case in which he was involved as a party.

45. In his response to Question 10, Respondent failed to provide any identifying information for the *Rosner* lawsuit.

46. In his response to Question 10, Respondent failed to submit a current copy of the docket entries for the *Rosner* lawsuit.

47. If this matter proceeded to a disciplinary hearing, ODC would contend that in response to Question 10, Respondent knowingly and intentionally omitted any information and docket entries relating to the *Rosner* lawsuit because he did not want ODC to learn of the existence of the *Rosner* lawsuit and the evidence establishing that he had converted additional fees from Mr. Rosner, which conversions had not been previously disclosed to ODC.

48. If Respondent were called to testify at a disciplinary hearing, Respondent would state that he did not intend to mislead ODC by omitting information and docket

entries relating to the Rosner lawsuit in response to Question 10, that he believed he had provided information regarding the **Rosner** lawsuit to Mr. Lerner, and that he was careless in reviewing the Reinstatement Questionnaire and in failing to ensure that information relating to the **Rosner** lawsuit was included.

49. Respondent had failed to distribute to Rosner and Grayson \$114,465.78, which amount represents the amount of fees Rosner and Grayson was entitled to receive from the referral fees Respondent received for the Bagnato case.

50. Respondent converted to his own use \$114,465.78, which amount represents the amount of fees Rosner and Grayson was to receive from the Bagnato case.

51. In July 2006, Respondent settled Ms. Hernandez's personal injury case for \$11,500.00.

52. In accordance with an agreement Respondent reached with Ms. Hernandez, Respondent distributed to Ms. Hernandez the sum of \$7,286.61 from the \$11,500.00 settlement check and he retained the sum of \$4,025.00 as his legal fee and \$188.39 as reimbursement for his costs.

53. Respondent had failed to distribute to Rosner and Grayson \$3,018.75, which amount represents the amount of fees Rosner and Grayson was entitled to receive from Ms. Hernandez's personal injury case.

54. Respondent converted to his own use \$3,018.75, which amount represents the amount of fees Rosner and Grayson was to receive from Ms. Hernandez's personal injury case.

55. In July 2006, Respondent settled Ms. Armour's personal injury case for \$2,500.00.

56. In accordance with an agreement Respondent reached with Ms. Armour, Respondent distributed to Ms. Armour the sum of \$1,587.08 from the \$2,500.00 settlement check and he retained the sum of \$875.00 as his legal fee and \$37.92 as reimbursement for his costs.

57. Respondent failed to distribute to Rosner and Grayson \$656.25, which amount represents the amount of fees Rosner and Grayson was entitled to receive from Ms. Armour's personal injury case.

58. Respondent converted to his own use \$656.25, which amount represents the amount of fees Rosner and Grayson was to receive from Ms. Armour's personal injury case.

59. By his conduct as alleged in Paragraphs 3 through 58 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.15(a) (effective 4/1/88, superseded effective 4/23/05), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from

the lawyer's own property. Funds shall be kept in a separate account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be preserved for a period of five years after termination of the representation;

- b. RPC 1.15(a) (effective 4/23/05, superseded effective 9/20/08), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a client-lawyer relationship separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded. Complete records of the receipt, maintenance and disposition of such property shall be preserved for a period of five years after termination of the client-lawyer relationship or after distribution or disposition of the property, whichever is later;

c. RPC 1.15(b) (effective 4/1/88, superseded effective 4/23/05), which states that upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall render a full accounting regarding such property;

d. RPC 1.15(b) (effective 4/23/05, superseded effective 9/20/08), which states that upon receiving property of a client or third person in connection with a client-lawyer relationship, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property that the client or third person is entitled to receive and,

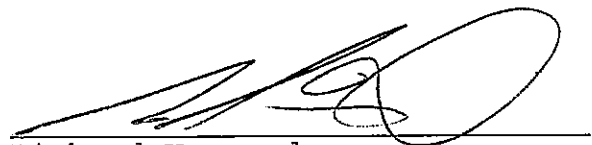
upon request by the client or third person, shall promptly render a full accounting regarding such property;

- e. RPC 8.1(a), which states that an applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not knowingly make a false statement of material fact;
- f. RPC 8.1(b), which states that an applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6;
- g. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation; and

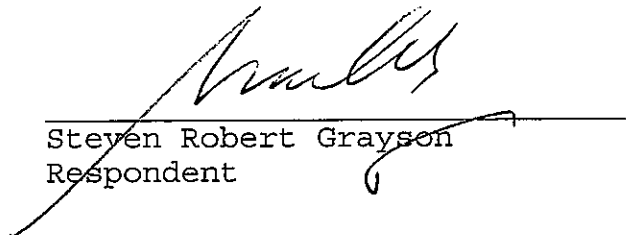
h. RPC 8.4(d), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

60. This Joint Stipulations of Fact and Law will be attached as an exhibit to a resignation under Pa.R.D.E. 215(a) that will be signed and submitted by Respondent and his counsel, Barbara S. Rosenberg, Esquire, to the Disciplinary Board for submission to the Supreme Court of Pennsylvania.

May 1, 2012
Date


Richard Hernandez
Disciplinary Counsel

4.26-12
Date


Steven Robert Grayson
Respondent

4/26/12
Date


Barbara S. Rosenberg, Esquire
Counsel for Respondent