**IN THE SUPREME COURT OF PENNSYLVANIA**

| | | |
|---|---|---|
| OFFICE OF DISCIPLINARY COUNSEL, Petitioner | : | No. 1787 Disciplinary Docket No. 3 |
| | : | No. 90 DB 2010 |
| v. | : | |
| | : | Attorney Registration No. 27135 |
| LAWRENCE L. RUBIN, Respondent | : | (Philadelphia) |

**ORDER**

**PER CURIAM:**

**AND NOW**, this 6th day of February, 2012, upon consideration of the Report and Recommendations of the Disciplinary Board dated October 11, 2011, it is hereby

ORDERED that Lawrence L. Rubin is suspended from the Bar of this Commonwealth for a period of one year and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

It is further ORDERED that respondent shall pay costs to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.

A True Copy Patricia Nicola
As Of 2/6/2012

Attest: Patricia Nicola
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

| | | |
|---|---|---|
| OFFICE OF DISCIPLINARY COUNSEL<br>Petitioner | : | No. 90 DB 2010 |
| v. | : | Attorney Registration No. 27135 |
| LAWRENCE L. RUBIN<br>Respondent | : | (Philadelphia) |

REPORT AND RECOMMENDATIONS OF
THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

TO THE HONORABLE CHIEF JUSTICE AND JUSTICES
OF THE SUPREME COURT OF PENNSYLVANIA:

Pursuant to Rule 208(d)(2)(iii) of the Pennsylvania Rules of Disciplinary Enforcement, the Disciplinary Board of the Supreme Court of Pennsylvania ("Board") herewith submits its findings and recommendations to your Honorable Court with respect to the above-captioned Petition for Discipline.

## I. HISTORY OF PROCEEDINGS

On June 8, 2010, Office of Disciplinary Counsel filed a Petition for Discipline against Lawrence L. Rubin. The Petition charged Respondent with violations of Pennsylvania Rules of Professional Conduct 1.2(a), 1.4(a)(2), 1.4(a)(3), 1.4(b), 1.15(b), and 8.4(c), as well as violations of New Jersey Rules of Professional Conduct. Respondent filed an Answer to Petition for Discipline on August 23, 2010.

A disciplinary hearing was held on December 21, 2010, before a District I Hearing Committee comprised of Chair Catherine M. Recker, Esquire, and Members

Michael B. Pullano, Esquire, and Timothy W. Callahan, II, Esquire. Respondent was represented by Samuel D. Miller, III, Esquire. Petitioner presented the Joint Stipulations of Fact and Law and introduced a total of 41 exhibits. Respondent called three witnesses, introduced 11 exhibits, and testified on his own behalf.

Following the submission of Briefs by the parties, the Hearing Committee filed a Report on June 6, 2011, and concluded that Respondent violated Rules of Professional Conduct 1.2(a), 1.4(a)(2), 1.4(a)(3), 1.4(b), 1.15(b) and 8.4(c). The Committee recommended that Respondent be suspended for a period of one year.

No Briefs on Exception were filed by the parties.

This matter was adjudicated by the Disciplinary Board at the meeting on July 23, 2011.

## II. FINDINGS OF FACT

The Board makes the following findings of fact:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, Harrisburg, Pennsylvania, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement, 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 is Lawrence L. Rubin. He was born in 1953 and was admitted to practice law in the Commonwealth in 1978. His registered address for the

practice of law is 2033 Walnut Street, Philadelphia PA 19103. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

3. Respondent received an Informal Admonition in 2004 for violations of Rules of Professional Conduct 1.4(a) and (b), 1.8(h), and 8.4(c). He was retained to represent a client in a personal injury matter and failed to file suit prior to the expiration of the statute of limitations. He did not advise his client that he failed to file suit nor did he advise her that she should obtain independent representation before entering into any agreement settling any claim she might have against him for malpractice.

4. At all times relevant, Respondent was a partner in the law firm of Seiken, Rubin & Associates, formerly located at Suite 610, 1845 Walnut Street in Philadelphia.

5. Although Respondent and Mr. Seiken were partners, they handled their own client cases.

6. Mr. Seiken had custody and control of the checkbooks and financial records for the firm account, including the IOLTA account.

7. Respondent had signature authority for the IOLTA account and was authorized to obtain copies of bank statements, checks, and deposited items related to the IOLTA account from Republic First Bank, if he chose to do so.

8. From 2002 through sometime in the fall of 2007, Respondent turned over to Mr. Seiken for deposit any checks Respondent received in satisfaction of settlements for the partnership's personal injury cases that Respondent personally handled.

9. Mr. Seiken either made distribution directly to Respondent's clients or provided Respondent with a check so that Respondent could make the distribution.

10. Mr. Seiken and Respondent agreed that Respondent's compensation was 40% of the firm's profits.

11. From 2002 through no later than 2005, Respondent's monthly compensation ranged from $5,000 to $10,000.

12. Respondent received his share of the firm's profits from Mr. Seiken.

13. At all times relevant, the firm maintained an IOLTA account at Republic First Bank under the title of Seiken, Rubin & Associates.

**Complaint of Katherine D. Pitman**

14. On or about October 5, 2002, David R. McGinnis was a passenger in an automobile operated by Stephen Han.

15. While Mr. Han was operating the automobile in Delaware County, Pennsylvania, an accident occurred and Mr. McGinnis was injured.

16. Sometime in 2003, Mr. McGinnis changed attorneys and retained the Seiken law firm to represent him in an effort to recover damages for personal injuries.

17. On October 6, 2004, Mr. McGinnis took his own life.

18. Katherine D. Pitman was appointed Administratrix of the Estate of David R. McGinnis.

19. Respondent settled the accident case in December 2004 with the following insurance carriers:

a. Royal Insurance Company of America, for the sum of $100,000;

b. The Travelers Indemnity Company, for the sum of $20,000;

c. Allstate Insurance Company, for the sum of $15,000.

20. Neither Mr. McGinnis nor Mrs. Pitman authorized settlement of the accident case with Royal, Travelers or Allstate.

21. Respondent signed Mr. McGinnis' signature to the agreements settling the accident case.

22. Neither Mr. McGinnis nor Mrs. Pitman authorized Respondent to sign Mr. McGinnis' signature to any agreements settling the accident case.

23. Respondent personally provided Mr. Seiken with the three settlement checks he received in connection with the accident case.

24. On December 16, 2004, Mr. Seiken deposited the $100,000 check in the IOLTA account.

25. On December 28, 2004, Mr. Seiken deposited the $20,000 check and the $15,000 check into the IOLTA account.

26. Neither Respondent nor Mr. Seiken advised Mrs. Pitman that the accident case had been settled for $135,000, and that settlement checks had been received.

27. Mr. Seiken used the settlement proceeds from the accident case that belonged to the Estate for his own personal use.

28. Mr. Seiken did not have permission from Mrs. Pitman to use the proceeds.

29. From October 2004 through May 2008, Dr. Andrew P. Pitman, Mrs. Pitman's husband, would contact Respondent from time to time to inquire about the status of the accident case.

30. Respondent would inform Dr. Pitman that the case was going well and a settlement was imminent.

31. In September 2007, Respondent discovered, after receiving and reviewing a September 5, 2007 DB-7 letter from Office of Disciplinary Counsel, that Mr. Seiken had been misusing the IOLTA account and converting fiduciary funds held in the IOLTA account for his own use.

32. Respondent retained Samuel D. Miller, III, Esquire, to represent him in responding to the letter.

33. Respondent claimed he was ignorant of the dishonest conduct by Mr. Seiken, and he represented that if he found other clients whose funds had been taken, he would endeavor to make them financially whole.

34. Respondent discovered that Mr. Seiken had used the settlement proceeds from the accident case, but he failed to advise Mrs. Pitman.

35. By Order of February 4, 2008, Mr. Seiken was disbarred on consent by the Supreme Court of Pennsylvania.

36. Respondent was aware that Mr. Seiken had been disbarred.

37. Sometime in April 2008, the Pitmans learned that the accident case had settled with one insurance carrier when they applied for new car insurance.

38. Dr. Pitman, after several attempts, was able to reach Respondent by telephone, at which time Respondent advised Dr. Pitman that:

a. the accident case had settled;

b. Mr. Seiken had converted as much as $130,000 in funds that belonged to the estate;

c. Respondent had been trying to avoid the Pitmans because he was too embarrassed over the conversion of funds;

d. Mrs. Pitman could apply for reimbursement of the funds; and

e. Respondent would contact the Pitmans shortly.

39. The Pitmans did not receive any further communication from Respondent.

40. The settlements Respondent obtained in the McGinnis matter were for policy limits as well as an additional underinsured motorist claim.

41. Respondent acknowledged that he should not have settled the underlying McGinnis claims as he did and regrets having done so.

42. Although he eventually did tell the Pitmans that Mr. Seiken had converted the funds, Respondent also acknowledged that he should have told them of that fact when he first learned of the misappropriation and deeply regrets not having done so.

43. Respondent did not benefit in any way from the settlement of the McGinnis case.

44. The Pitmans, acting on behalf of the McGinnis Estate, filed a claim against Respondent with the Pennsylvania Lawyers Fund for Client Security.

45. The Fund denied the claim as it related to Respondent.

46. The Pitmans filed suit against Respondent in the Court of Common Pleas of Delaware County, which litigation has been resolved as to Respondent, but remains open as to Mr. Seiken.

**Complaints of Grace Mancini-Hunt, Josephine Barone, and David C. Hunt**

**January 17, 2004 Accident**

47. On January 17, 2004, a vehicle driven by David Hunt was involved in an accident with another vehicle and Mr. Hunt sustained personal injuries.

48. The driver of the other vehicle was uninsured.

49. Mr. Hunt retained the Seiken firm to recover damages for the personal injuries.

50. At some point in time during Respondent's representation of Mr. Hunt, Respondent concluded that Mr. Hunt did not have a meritorious basis for recovering damages for injuries he sustained.

51. The accident was caused by Mr. Hunt negligently making a left-hand turn in front of oncoming traffic.

52. After Respondent read the accident report, he met with Mr. Hunt and explained on those several occasions that he would not be able to make a recovery on Mr. Hunt's behalf.

53. Respondent also explained to Mr. Hunt several times by telephone that he would not be able to get any money.

54. Mr. Hunt did not accept that he would not be able to recover any money.

**March 19, 2004 Accident**

55. On March 19, 2004, a vehicle driven by Grace Mancini-Hunt was rear-ended by a tractor trailer.

56. Ms. Hunt sustained personal injuries, as did Josephine Barone, a passenger in the car.

57. Both Ms. Hunt and Ms. Barone retained the Seiken law firm to recover damages for them. The fee agreement signed by the ladies provided that the firm would receive a contingent fee of 40% of any recovery.

58. Sometime in February 2006, Respondent settled Ms. Barone's claims for $15,000.

59. Ms. Barone did not authorize Respondent to settle her claims.

60. Under cover of a letter dated February 17, 2006, addressed to Ron Cormier with MAC Risk Management, Respondent enclosed a "Release of All Claims" purportedly signed by Ms. Barone on February 17, 2006. Respondent signed the Release as a witness and had it notarized.

61. Respondent placed Ms. Barone's signature on the Release of All Claims.

62. Ms. Barone did not authorize Respondent to sign her signature on the Release of All Claims.

63. On February 21, 2006, MAC issued a $15,000 check made payable to Ms. Barone and the Seiken firm.

64. Respondent personally provided Mr. Seiken with the $15,000 check even though Respondent knew that Mr. Seiken had yet to pay Mrs. Pitman for the settlement of the McGinnis Estate.

65. On February 24, 2006, Mr. Seiken deposited the $15,000 check into the IOLTA account.

66. Respondent did not advise Ms. Barone that the case had settled and that the firm had received a settlement check.

67. Mr. Seiken used the portion of the $15,000 settlement that belonged to Ms. Barone for his own use.

68. Mr. Seiken didn't have permission from Ms. Barone to use any portion of the proceeds.

69. Sometime in April 2006, Respondent settled Ms. Hunt's claims for $25,000.

70. Ms. Hunt did not authorize Respondent to settle her claims for $25,000.

71. Under cover of a letter dated April 12, 2006, addressed to Mr. Cormier, Respondent enclosed a "Release of All Claims" purportedly signed by Ms. Hunt on April 12, 2006.

72. Respondent signed the Release as a witness and had it notarized.

73. Respondent placed Ms. Hunt's signature on the Release; however, Ms. Hunt did not authorize Respondent to do so.

74. On April 13, 2006, MAC issued a $25,000 check made payable to Ms. Hunt and the Seiken firm.

75. Respondent personally provided Mr. Seiken with the $25,000 check even though he knew that Mr. Seiken had yet to pay Mrs. Pitman for the McGinnis settlement funds.

76. On April 21, 2006, Mr. Seiken deposited the $25,000 check into the IOLTA account.

77. Respondent did not advise Ms. Hunt that the case had settled for $25,000 and that the Seiken firm had received a settlement check.

78. Mr. Seiken used the portion of the $25,000 settlement proceeds that belonged to Ms. Hunt for his own personal use.

79. Mr. Seiken did not have permission from Ms. Hunt to use any portion of the settlement proceeds.

80. From 2006 through 2008, Ms. Hunt contacted Respondent to inquire about the status of her matter.

81. Respondent informed Ms. Hunt that the case was not yet resolved.

82. In September 2007, Respondent discovered, after receiving the DB-7 letter, that Mr. Seiken had been misusing the IOLTA account and converting fiduciary funds for his own use, including the funds of Ms. Hunt and Ms. Barone.

83. Respondent failed to advise Ms. Hunt or Ms. Barone that Mr. Seiken had converted their portion of the settlement proceeds.

**April 15, 2004 Accident**

84. On April 15, 2004, a vehicle driven by David Hunt was rear-ended by another vehicle.

85. Ms. Barone and her father, Ernesto Barone, were passengers in the vehicle.

86. Mr. Hunt and the Barones sustained personal injuries as result of the accident.

87. Mr. Hunt and the Barones retained the Seiken firm to recover damages for personal injuries.

88. At some point during the representation of Mr. Hunt, Respondent concluded that Mr. Hunt did not have a meritorious basis for recovering damages for injuries, but he failed to advise Mr. Hunt of this.

89. Sometime in May 2005, Respondent settled Mr. Barone's claims for $6,500.

90. Mr. Barone did not authorize Respondent to settle his claims for $6,500.

91. Under cover of a letter sent on May 12, 2005, addressed to Colleen Dysko with Allstate Insurance Company, Respondent enclosed an "Uninsured Motorist

Claim" purportedly signed by Mr. Barone on May 12, 2005. Respondent signed the Claim as a witness.

92. Respondent placed Mr. Barone's signature on the Claim.

93. Mr. Barone did not authorize Respondent to sign his signature on the Claim.

94. On May 13, 2005, Allstate issued a $6,500 check made payable to Mr. Barone and the Seiken firm.

95. On May 17, 2005, Mr. Seiken deposited the $6,500 check into an account maintained with Republic First Bank.

96. Respondent did not advise Mr. Barone that his case had been settled for $6,500 and that the firm had received the settlement check.

97. Mr. Seiken used the portion of the $6,500 that belonged to Mr. Barone for his own personal use.

98. Mr. Seiken did not have permission to use any portion of the $6,500 that belonged to Mr. Barone.

99. Sometime in February 2006, Respondent settled Ms. Barone's claims for $6,500.

100. Ms. Barone did not authorize Respondent to settle her claims for $6,500.

101. Under cover of a letter dated February 24, 2006, addressed to Colleen Dysko, with Allstate Insurance, Respondent enclosed a "Release and Trust Agreement" purportedly signed by Ms. Barone on February 24, 2006. Respondent signed the Release and Trust Agreement as a witness.

102. Respondent placed Ms. Barone's signature on the Release and Trust Agreement without Ms. Barone's authorization.

103. On February 28, 2006, Allstate issued a $6,500 check made payable to Ms. Barone and the Seiken firm.

104. Respondent personally provided Mr. Seiken with the $6,500 check issued by Allstate even though Respondent knew that Mr. Seiken had yet to pay Mrs. Pitman the McGinnis Estate's share of the settlement proceeds.

105. On March 6, 2006, Mr. Seiken deposited the $6,500 check into the IOLTA account.

106. Respondent didn't advise Ms. Barone that her case had settled for $6,500 and that the firm had received the check.

107. Mr. Seiken used the portion of the $6,500 that belonged to Ms. Barone for his own use, without Ms. Barone's permission.

108. Respondent discovered that Mr. Seiken had used the proceeds belonging to Ms. Barone and Mr. Barone and failed to advise them of the conversion of their funds.

109. Respondent knew that Mr. Seiken was disbarred in February 2008 and acknowledged that he should have told his clients that Mr. Seiken had converted the money.

110. David Hunt did not recover any money in the April 15, 2004 accident because he was not seriously hurt and he had opted for "verbal threshold" in his New Jersey insurance.

111. The verbal threshold limits the insured's ability to recover non-economic damages in a claim following a motor vehicle accident in which the claimant did not suffer a serious injury.

112. Mr. Hunt's injuries were soft tissue injuries treated by a chiropractor.

113. Mr. Hunt had no economic damages because he was unemployed at the time and on disability.

114. Mr. Hunt did not accept Respondent's advice with regard to the problems involved with verbal threshold.

115. Respondent was sued by the Hunts and Barones.

116. The law suit has been resolved through settlement.

117. The general Release and Settlement Agreement marked as Exhibit R-1 was prepared by counsel for the Hunts and Barones.

118. In that document, complainants agree that they "have no knowledge of any unethical or improper conduct by [Respondent] which could serve as the basis of a claim against [Respondent] before any licensing, disciplinary or prosecutorial authority, and that any pending claim will be promptly withdrawn." (Exh. R-1 at p. 2)

119. No member of the Hunt or Barone families appeared to testify against Respondent.

120. Mr. Hunt received $12,000 in settlement of the Hunt and Barone litigation against Respondent because of a legal business decision during settlement negotiations to make such payment to conclude the matter.

121. Although Respondent concluded that Mr. Hunt did not have a meritorious basis for recovering damages for injuries he sustained in the April 15, 2004

accident, Respondent assisted Mr. Hunt in entering into a "Sale of Contingent Proceeds Agreement" with National Lawsuit Funding LLC.

122. In return for receiving $3,000, Mr. Hunt sold to National a contingent interest in the April 15, 2004 accident.

123. Respondent signed the Agreement on April 25, 2008.

124. In signing the Agreement, Respondent represented to National that:

a. he would notify National "when there is an agreement with any defendant or adverse party to settle the Claims(s) or any portion thereof" and when he received proceeds from the Aril 15, 2004 accident case;

b. he had "no knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds of the Claims(s)"; and

c. the April 15, 2004 accident case "is pending in active status."

125. Respondent misrepresented to Mr. Hunt and National that Mr. Hunt's claims arising from the April 15, 2004 accident case were "pending and in active status."

**Respondent's Knowledge of Mr. Seiken's Misappropriation**

126. Commencing sometime in 2004, Respondent became aware of one-to-two-week delays, sometimes longer, in the distribution of settlement proceeds to Respondent's clients.

127. Respondent periodically reminded Mr. Seiken to distribute the settlement proceeds to Respondent's clients.

128. On those occasions when Respondent asked Mr. Seiken about the delays in distribution, Mr. Seiken replied that it would be taken care of "next week."

129. Respondent noticed that there was a delay in distributing the Estate's share of the settlement proceeds to Mrs. Pitman.

130. On numerous occasions, Respondent made Mr. Seiken aware of the delay and inquired about the reason for the delay.

131. Mr. Seiken repeatedly told Respondent that Mrs. Pitman would receive the Estate's share of the settlement proceeds "next week."

132. In or about June 2005, when Respondent inquired about the continued delay in distributing the settlement proceeds to Mrs. Pitman, Mr. Seiken repeated what he previously told Respondent, but also promised to "come up with the money."

133. By no later than 2006, although possibly earlier, Respondent asked Mr. Seiken what happened to the settlement proceeds from the accident case for the Estate.

134. Mr. Seiken told Respondent either that "we're not making enough money" or that he would "make it good."

135. Mr. Seiken also failed to make prompt distribution of settlement to Ms. Hunt, Ms. Barone, and Mr. Barone.

136. Beginning no later than 2006, Mr. Seiken informed Respondent that he would satisfy financial obligations owed to the firm's clients by refinancing his house.

137. Sometime later in 2006, Mr. Seiken told Respondent that the funds to repay the firm's clients would come from a referral fee the firm would receive for a personal injury case.

138. Mr. Seiken assured Respondent that the referral fee was sufficient to repay the firm's clients.

139. Commencing no later than 2006, Respondent's monthly compensation fell below $5,000 per month.

140. Respondent supplemented his income by withdrawing money from retirement accounts and using credit cards.

141. In 2006, Respondent was unable to satisfy his federal and state personal income taxes because of the reduction in his monthly compensation.

142. Sometime in 2006, Respondent knew or should have known that Mr. Seiken had stolen client and third party funds based on Mr. Seiken's various excuses for delaying distribution of the proceeds from the accident case, the delays in distribution of other clients' settlement proceeds, the severe reduction in Respondent's monthly compensation, and the promises made by Mr. Seiken to satisfy the firm's obligations to its clients either by refinancing his house or using the anticipated proceeds from a referral fee.

143. After actually learning that Mr. Seiken was stealing client funds, which Respondent indicated was during 2007, Respondent did not take steps to freeze the IOLTA account, because he believed that the account might contain client funds and freezing the account would cause a problem.

144. Mr. Seiken lied to Respondent about the nature of problems with Office of Disciplinary Counsel and did not tell Respondent that Mr. Seiken had consented to disbarment.

145. Prior to his disbarment, Mr. Seiken had referred a large personal injury case to the Philadelphia law firm then known as Saltz, Mongeluzzi & Barrett. That case was settled for an amount in excess of $8 million and the Seiken firm was entitled to a referral fee of approximately $910,000.

146. Respondent encouraged the filing of an interpleader action in the United States District Court for the Eastern District of Pennsylvania in order to deal with the distribution of the aforesaid referral fee.

147. Respondent and his counsel in that case were successful in obtaining a recovery of over $285,000, all of which, except for counsel fees to Respondent's counsel, has been used to pay clients from whom Mr. Seiken stole money.

148. Respondent did not receive any portion of the $285,000 recovered in the interpleaded action.

149. Respondent is no longer a party to the various lawsuits commenced against Mr. Seiken and the Seiken law firm.

150. In 2008, the Commonwealth of Pennsylvania filed a lien in the amount of $5,393.53 against Respondent relating to non-payment of taxes; Respondent satisfied this lien in December 2009.

151. In 2008, the Internal Revenue Service filed a lien in the amount of $86,790.03 against Respondent relating to non-payment of taxes; Respondent has satisfied a substantial portion of this lien and is making monthly payments to satisfy the outstanding balance.

152. Respondent settled a malpractice lawsuit filed against him in the Delaware County Court of Common Pleas by Mrs. Pitman, on behalf of the Estate, for the sum of $170,000. The settlement derived from $75,000 paid by the Fund to the Estate based on a claim filed against Mr. Seiken, $45,000 paid by the Firm's malpractice carrier, and $50,000 paid out of funds generated from the interpleader action.

153. Respondent settled a malpractice lawsuit filed against him in the United States District Court for the Eastern District of Pennsylvania by Ms. Hunt, Ms.

Barone, the Estate of Mr. Barone, and Mr. Hunt, by agreeing to pay Ms. Hunt $45,000, Ms. Barone $28,000, and Mr. Hunt $12,000. The settlement proceeds derived entirely from the funds generated from the federal interpleader action.

154. Following Mr. Seiken's disbarment in February 2008, Respondent met with Disciplinary Counsel and assisted with the office's investigation of Mr. Seiken.

155. Commencing sometime in the fall of 2008, Respondent began cooperating with an investigation of Mr. Seiken by the FBI and the United States Attorney's Office.

156. No criminal charges have been filed against Respondent.

157. Respondent has cooperated with the Pennsylvania Lawyers Fund for Client Security.

158. Since the dissolution of the Seiken firm, Respondent has operated his own law practice and has adopted practices to ensure that clients are signing off on release agreements, are promptly receiving their shares of settlement proceeds, and are advised, in writing, of potential problems in litigating their claims and of Respondent's reason for deciding not to pursue their claims.

159. Following Mr. Seiken's disbarment, Respondent provided notice to the firm's clients of the disbarment, identified clients harmed by Mr. Seiken's conduct, addressed the concerns of the firm's clients who suffered financial harm, and made restitution to certain of the firm's clients using his own funds.

160. Respondent's successful efforts to recover part of the referral fee that was the subject of the federal interpleader action resulted in a portion of those funds being used to settle the lawsuits filed against Respondent and to satisfy the claims of three other clients of the firm.

161. Respondent cooperated with Petitioner.

162. Respondent demonstrated sincere remorse, acknowledged the role he played in facilitating Mr. Seiken's theft of client and third-party funds, admitted almost all of the misconduct charged in the Petition, and suffered professionally and personally from his partnership with Mr. Seiken.

163. Respondent presented strong character evidence from Abraham Reich, Esquire, a past Chancellor of the Philadelphia Bar Association; Edward Rubenstone, Esquire, a past president of the Bucks County Bar Association; and Lee Balefsky, Esquire, a well-known attorney in mass tort cases, who is a member of the law firm of Kline & Spector.

## III. CONCLUSIONS OF LAW

By his conduct as set forth above, Respondent violated the following Rules of Professional Conduct:

1. RPC 1.2(a) - A lawyer shall abide by a client's decision concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decisions whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

2. RPC 1.4(a)(2) - A lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished.

3. RPC 1.4(a)(3) - A lawyer shall keep the client reasonably informed about the status of the matter.

4. RPC 1.4(b) - A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

5. RPC 1.15(b) (effective 4/23/05, superseded effective September 20, 2008), 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.

6. RPC 8.4(c) - A lawyer shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

## IV. DISCUSSION

This matter is before the Disciplinary Board for consideration of the charges filed against Respondent that he violated Rules of Professional Conduct 1.2(a), 1.4(a)(2), 1.4(a)(3), 1.4(b), 1.15(b) and 8.4(c). The Petition filed charged Respondent with violations of New Jersey Rules of Professional Conduct; however, Petitioner determined not to move forward with such charges. The Answer filed by Respondent admitted a majority of the allegations of fact and admitted violations of the Rules of Professional Conduct. A detailed Stipulation of Fact and Law was entered into by the parties and was presented at the disciplinary hearing on December 21, 2010. In addition, Petitioner introduced a total of

41 exhibits. Respondent called three character witnesses, introduced 11 exhibits, and testified on his own behalf.

The record supports the conclusion that Respondent violated Rules of Professional Conduct 1.2(a), 1.4(a)(2), 1.4(a)(3), 1.4(b), 1.15(b), and 8.4(c). In Charge I, Respondent failed to obtain authorization from Mrs. Pitman to settle an automobile accident involving the decedent, David McGinnis, and he failed to advise Mrs. Pitman or Dr. Pitman that the accident case had been settled, the settlement checks received, and the funds misappropriated by Respondent's law partner, Mr. Seiken. Respondent engaged in misrepresentation by failing to reveal the actual status of the case to his clients.

In Charge II, Respondent failed to obtain authorization from Ms. Hunt, Ms. Barone and Mr. Barone to settle their accident cases, and failed to advise Ms. Hunt and Ms. Barone that the cases had been settled, the settlement checks had been received and the funds had been misappropriated by Mr. Seiken. Respondent misrepresented the actual status of the accident cases on multiple occasions to his clients. As to the claims involving Mr. Hunt, while it appears that Respondent did inform Mr. Hunt that he did not have meritorious claims, he assisted Mr. Hunt in obtaining a loan based on the pendency of at least one of those claims.

Respondent's clients suffered due to the actions of Respondent's law partner, yet Respondent did not take prompt action to mitigate this harm, even though Respondent was in the best position to notice the irregularities and do something about it. He was aware as early as 2004 of delays in distribution of proceeds. These delays continued and were never remedied, and all the while Mr. Seiken continued to make excuses to Respondent about the reasons for the delays. Respondent admits that he definitely knew of Mr. Seiken's conversion of client funds from the IOLTA account as early as 2007, yet he

still allowed the conduct to go unchecked. By these actions Respondent failed in his duties to his clients.

Respondent is genuinely remorseful and has worked diligently to correct harms caused by his former partner and his own misconduct. He has since conducted his law practice in an ethical and professional manner. Respondent proffered strong character testimony from leading members of the bar to demonstrate that he enjoys an excellent reputation in the legal community for honesty and integrity.

The Hearing Committee has recommended that Respondent be suspended from the practice of law for a period of one year. The Board is persuaded that this is an appropriate sanction. Respondent improperly handled the settlement of his clients' cases and made misrepresentations to them. He concealed from his clients the theft of their settlement funds by his law partner, and took no action to stop Mr. Seiken from engaging in outright theft of funds.

The Board is cognizant of mitigating factors in this matter. Respondent showed genuine remorse, cooperated with Petitioner, and put forth compelling character testimony. This mitigation balances the seriousness of the misconduct and is the reason why the Board is satisfied that Respondent does not need to prove his fitness at a reinstatement hearing, as would be required by a suspension greater than one year.

For the reasons set forth above, the Board recommends that Respondent be suspended for a period of one year.

V. RECOMMENDATION

The Disciplinary Board of the Supreme Court of Pennsylvania recommends that the Respondent, Lawrence L. Rubin, be Suspended from the practice of law for a period of one year.

It is further recommended that the expenses incurred in the investigation and prosecution of this matter are to be paid by the Respondent.

Respectfully submitted,

THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

By: _____
Stephan K. Todd, Board Member

Date: October 11, 2011

Board Member Rosenberg dissented and would recommend a six month suspension.

Board Members Cohen and Buchholz recused and Board Member Momjian did not participate in the adjudication.