

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2493 Disciplinary Docket No. 3
: :
Petitioner : No. 93 DB 2018
: :
v. : Attorney Registration No. 62950
: :
MICHAEL BRUCE GREENSTEIN, : (Allegheny County)
: :
Respondent :

ORDER

PER CURIAM

AND NOW, this 17th day of August, 2020, 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 Michael Bruce Greenstein is suspended on consent from the Bar of this Commonwealth for a period of five years, retroactive to August 9, 2018. Respondent shall comply with all 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 Patricia Nicola
As Of 08/17/2020


Attest:
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2493 Disciplinary Docket
: No. 3

Petitioner

: No. 93 DB 2018

: and

v.

: File Reference Nos. C4-18-476,
: C4-18-609, C4-18-660,
: C4-18-661, and C4-19-72

MICHAEL BRUCE GREENSTEIN,

: Attorney Registration No. 62950

Respondent

: (Allegheny County)

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

OFFICE OF DISCIPLINARY COUNSEL

THOMAS J. FARRELL
CHIEF DISCIPLINARY COUNSEL

Susan N. Dobbins
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(412) 565-3173

and

Michael Bruce Greenstein
Respondent
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Amy J. Coco, Esquire
Counsel for Respondent
Weinheimer, Haber & Coco, PC
429 4th Avenue, Ste. 602
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FILED

07/06/2020

The Disciplinary Board of the
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2493 Disciplinary Docket
: No. 3
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v. : C4-18-609, C4-18-660,
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MICHAEL BRUCE GREENSTEIN, : Attorney Registration No. 62950
: (Allegheny County)
Respondent :

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

Petitioner, Office of Disciplinary Counsel, by Thomas J. Farrell, Chief Disciplinary Counsel, and Susan N. Dobbins, Disciplinary Counsel, and Respondent, Michael Bruce Greenstein, and Amy J. Coco, Esquire, Counsel for Respondent, file this Joint Petition In Support Of Discipline On Consent Under Rule 215(d), Pa.R.D.E. and respectfully represent as follows:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P. O. Box 62485,

Harrisburg, Pennsylvania 17106-2485, is invested, pursuant to Rule 207 of the Pennsylvania Rules of Disciplinary Enforcement (hereafter "Pa.R.D.E."), with the power and the duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of the aforesaid Rules.

2. Respondent, Michael Bruce Greenstein, was born in 1966. He was admitted to practice law in the Commonwealth of Pennsylvania on December 16, 1991. Respondent's mailing address is 8012 Westmoreland Avenue, Pittsburgh, PA 15218.

3. Respondent is currently temporarily suspended from the practice of law in Pennsylvania. By Order of the Supreme Court of Pennsylvania dated July 10, 2018, effective August 9, 2018, Respondent was placed on temporary suspension pursuant to Rule 208(f)(1), Pa.R.D.E.

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

THE OFFICE OF DISCIPLINARY COUNSEL MATTER

5. From at least January 1, 2017 and through at least March 20, 2018, Respondent was the principal owner of Greenstein Family Law Services, P.C.

6. At various times in 2017 and 2018, Respondent employed Attorneys Holly Glymour, J. P. Fridy, Jennifer Vogel, and Tara Hutchinson.

7. From at least January 1, 2017 through at least March 30, 2018, Respondent maintained an IOLTA with PNC Bank (hereinafter "PNC") captioned "Michael B. Greenstein IOLTA Client Trust Fund," with the account number ending in 9452.

8. In February of 2017, Respondent opened another IOLTA with PNC which was captioned "Greenstein Family Law Services IOLTA Client Trust Fund", with the account number ending in 0146.

9. Respondent was the sole signatory authority on the PNC accounts ending in 9452 and 0146 until approximately April 9, 2018.

10. Client funds received and disbursed for Greenstein Family Law Services, P.C. were generally processed through Respondent's PNC accounts ending in 9452 and 0146.

11. At about the end of March of 2018, Ms. Glymour, Mr. Fridy, and Ms. Vogel left Respondent's employment.

12. On March 30, 2018, Respondent was entrusted with approximately \$63,038.20 on behalf of the following fifty-one (51) clients:

<u>NAME</u>	<u>AMOUNT</u>
Melissa Bakth	\$2,000.00
Kelly Barton	\$ 167.50
Jennifer Breninghouse	\$ 100.40
Francie Brentzel	\$1,850.00
Thomas Paul Brooks	\$ 925.00
Stephen Cesario	\$2,459.19
Sarah Chavis	\$ 122.50
Bruce W. Cimino	\$2,000.00
Gwendolyn Coleman	\$ 250.00
Jessica DeFilippis	\$2,000.00
Karen DiCristofaro	\$2,464.00
Amanda Fabio	\$1,982.00
Colleen Gaffney	\$1,138.00

Marc Guerrero	\$ 182.00
Raymond David Hohl, Jr.	\$ 275.55
Amelda Hutapea	\$ 131.34
Duy D. Huynh	\$1,085.82
Jennifer Ingold	\$2,500.00
Lykourgos Iordanidis	\$2,000.00
Ryan Johnson	\$1,880.00
Victor H. Kail	\$2,500.00
Shahin Kaveh	\$ 402.35
Natalie Keirse	\$ 593.09
John Kent	\$2,000.00
Randy M. Koffler	\$ 69.00
Peter W. Kracht	\$ 253.00
Shannon L. Leonard	\$2,500.00
Anita Lepley	\$2,000.00
Cathy Lewis	\$2,000.00
Christina Elisha Pankus	\$1,694.50
Amanda Pletcher	\$ 6.00
Joanna Rasicci	\$ 550.00
Grace Rathfon	\$ 670.56
Shari Rause	\$2,500.00
Syed H. Raza	\$ 3.50
Steven Renfro	\$3,092.50
Steven Rudic	\$ 303.00
Nazanin Saremi	\$2,072.50
Mary Kathleen Schreiber	\$ 109.50

David C. Seigfreid	\$2,000.00
Larry Servello	\$ 597.07
David Seymour	\$2,500.00
Nancy Joyce Shaffer	\$2,500.00
Susan Skees	\$2,000.00
Lana Starcher	\$ 39.50
Brian Stiltenspole	\$ 484.50
Jennifer Tysarczyk	\$ 484.83
Sean M. Vinsick	\$ 91.00
Matthew P. Wiles	\$1,008.50
Benjamin I. Yogman	\$2,500.00

13. On March 30, 2018, the balance in Respondent's account ending in 9452 was \$372.00.

14. On March 30, 2018, the balance in Respondent's account ending in 0146 was \$1,302.54.

15. On March 30, 2018, the total balance of Respondent's two IOLTA Client Trust Fund accounts ending in 9452 and 0146 was \$1,674.54.

16. On March 30, 2018, Respondent remained entrusted with a total of \$63,038.20.

17. Respondent misappropriated \$61,363.66 in entrusted funds.

TYSARCZYK MATTER

18. On or about June 2, 2016, Jennifer Tysarczyk consulted with Respondent about representing her in a divorce matter.

19. Respondent's Fee Agreement dated June 2, 2016 indicated, among other things, that:

(a) Respondent's non-refundable retainer would be \$2,000.00;

(b) The total cost of Respondent's services on her case would be based upon his current rate of \$225.00 per hour plus all costs and expenses associated with her case; and,

(c) Should other attorneys or staff perform work on her case (at Respondent's sole discretion), she would be billed at their hourly rate.

20. On June 3, 2016, Ms. Tysarczyk executed the Fee Agreement and returned it to Respondent with a check in the amount of \$2,000.00 as his non-refundable retainer.

21. On June 17, 2016, Respondent filed or caused to be filed a Complaint in Divorce (3 count) in the Court of Common Pleas of Allegheny County at docket number FD-16-008257.

22. On June 20, 2016, Respondent filed a Praecipe for Appearance in Ms. Tysarczyk's divorce case.

23. During the course of the representation, Respondent received funds from Ms. Tysarczyk in excess of the initial retainer that had been exhausted.

24. Respondent's Invoice number 03513, dated March 26, 2018 indicated that Respondent held in trust \$484.83 on behalf of Ms. Tysarczyk.

25. By letter dated April 9, 2018, Attorney Fridy, who had left Respondent's firm, informed Respondent, among other things, that:

(a) Ms. Tysarczyk had engaged their law firm to handle her case in Respondent's stead; and,

(b) Respondent, pursuant to the client-executed notice and instructions, was to immediately refund any retainer balance held by his office to them no later than Friday, April 13, 2018.

26. As of May 23, 2018, Respondent did not return to Ms. Tysarczyk the \$484.83 with which he was entrusted on her behalf.

27. Respondent did not hold in trust the funds with which he was entrusted on behalf of Ms. Tysarczyk.

28. By letter dated June 15, 2018, Deborah Greenstein, Respondent's paralegal, sent Ms. Tysarczyk in care of Fridy & Glymour, P.C. check number 1032, in the amount of \$484.83, drawn on Respondent's PNC IOLTA ending in 0146, which represented the balance remaining in Ms. Tysarczyk's retainer account as of March 31, 2018.

THE LEONARD MATTER

29. On May 10, 2017, Ms. Shannon L. Leonard met with Respondent and retained him to represent her in a custody and subsequent divorce matter.

30. Respondent informed Ms. Leonard that he would require a retainer in the amount of \$2,500.00.

31. Respondent's Fee Agreement dated May 10, 2017 indicated, among other things, that:

(a) Respondent's non-refundable retainer would be \$2,500.00;

(b) The total costs for his services on Ms. Leonard's case would be based upon his current hourly rate at \$300.00 per hour plus all costs and expenses associated with her case; and,

(c) Should other attorneys or staff perform work on her case, Ms. Leonard would be billed at the hourly rate of \$225.00 per hour.

32. On May 10, 2017, Ms. Leonard's friend, Terrance A. Corley, paid Respondent \$2,700.00 via his credit card for Respondent's initial \$2,500 retainer and Respondent's \$200 initial consultation fee for Ms. Leonard.

33. On May 11, 2017, Respondent entered his appearance on behalf of Ms. Leonard in her custody matter which was filed in the Court of Common Pleas of Allegheny County at docket number FD-16-003826.

34. On May 26, 2017, Respondent filed, or caused to be filed, a Complaint in Divorce (2 count) on behalf of Ms. Leonard.

35. Sometime thereafter, Ms. Leonard was assigned Attorney Glymour of Greenstein Family Law as her primary attorney and was later advised that Attorney Vogel, also an employee of the firm, would be assisting as needed.

36. On March 26, 2018, Respondent charged Mr. Corley's credit card \$1,561.50 for the outstanding balance owed by Ms. Leonard.

37. On March 26, 2018, Respondent received a payment of \$2,500.00 on behalf of Ms. Leonard to replenish the initial retainer that had been exhausted.

38. Respondent failed to identify and hold the funds entrusted to him on behalf of Ms. Leonard separate from Respondent's own property, and failed to appropriately safeguard Ms. Leonard's property.

39. On March 30, 2018, the total balance of Respondent's PNC trust accounts was \$1,674.54.

40. By email dated April 1, 2018, Respondent informed Ms. Leonard of a staffing change in his office, namely that Attorneys Glymour, Fridy, and Vogel were no longer with his firm, effective immediately.

41. On April 2, 2018, Ms. Leonard notified Respondent via email that she wished to terminate her relationship with Greenstein Family Law Services, P.C., informed Respondent that she and Mr. Corley had several billing questions that they wished to discuss upon Respondent's return from

vacation, and requested that Respondent return the retainer funds charged to her account on March 26, 2018.

42. By email dated April 2, 2018, Respondent:

(a) Acknowledged Ms. Leonard's request to discontinue representation and cooperate with the transition and representation over to Attorney Glymour; and,

(b) Stated that upon his return from vacation (April 9, 2018), he would make arrangements to transfer her remaining retainer account balance as she preferred.

43. On April 20, 2018, Ms. Leonard met with Respondent and reviewed several disputed charges on her invoices.

44. At that time, Ms. Leonard also informed Respondent that it was imperative that he return the retainer funds immediately.

45. Respondent informed Ms. Leonard that he could not return the money to her that day because he did not have it, but his goal was to have it to her the next week.

46. On April 27, 2018, Respondent, by check number 1017, drawn on Respondent's PNC IOLTA ending in 0146, refunded to Ms. Leonard the funds with which he was entrusted on her behalf.

THE FABIO MATTER

47. On or about May 16, 2017, Amanda Fabio consulted with Attorney Glymour of Respondent's office about representing her in divorce and support matters.

48. Respondent's law firm's Fee Agreement dated May 16, 2017 indicated, among other things, that:

(a) The non-refundable retainer would be \$2,000.00;

(b) The total cost for Attorney Glymour's services on Ms. Fabio's case would be based on Attorney Glymour's current hourly rate of \$180.00 per hour plus all costs and expenses associated with her case; and,

(c) Should other attorneys or staff perform work on Ms. Fabio's case, she would be billed at their hourly rate.

49. On May 22, 2017, Ms. Fabio executed the Fee Agreement and returned it to Attorney Glymour with a check in the amount of \$2,000.00 as her retainer.

50. On May 26, 2017, Attorney Glymour filed a Complaint in Divorce (5 count) which included claims for spousal and child support in the Court of Common Pleas of Allegheny County at docket number FD-17-008145.

51. During the course of the representation, Respondent received funds from Ms. Fabio in excess of the initial retainer that had been exhausted.

52. Respondent's law firm's Invoice number 03391, dated March 1, 2018 to Ms. Fabio indicated that the balance with which he was entrusted on behalf of Ms. Fabio as of March 1, 2018 was \$1,982.00.

53. On March 30, 2018, the total balance of Respondent's PNC trust accounts was \$1,674.54.

54. On April 9, 2018, Respondent notified Ms. Fabio that Attorney Glymour was no longer associated with his law firm.

55. At that time, Ms. Fabio requested that Respondent mail a refund representing the balance of entrusted funds held on her behalf.

56. As of April 9, 2018 when Ms. Fabio terminated Respondent, Respondent:

(a) Was entrusted with at least \$1,982.00 on Ms. Fabio's behalf; and,

(b) Did not properly identify and safeguard the \$1,982.00 in his trust account on behalf of Ms. Fabio.

57. On various occasions during the last two weeks of April 2018 and on May 3, 2018, Ms. Fabio called and left messages for Respondent to call her about returning her retainer.

58. Respondent did not:

(a) Respond to any of Ms. Fabio's messages; and,

(b) Return to Ms. Fabio the \$1,982.00 with which Respondent was entrusted on her behalf.

59. As of May 3, 2018, when Ms. Fabio filed a complaint with the Office of Disciplinary Counsel, Respondent had not refunded to her the \$1,982.00 with which he was entrusted on her behalf.

60. On May 4, 2018, Respondent emailed Ms. Fabio and informed her that he was sending her a letter and refund check that day.

61. By letter dated May 4, 2018, Respondent forwarded to Ms. Fabio check number 1027, dated May 4, 2018, in the amount of \$1,982.00, made payable to Ms. Fabio, drawn on Respondent's PNC IOLTA ending in 0146, and annotated "Retainer balance refund," thereby disbursing to Ms. Fabio the balance due to her.

THE PANKUS MATTER

62. On or about June 1, 2017, Christina Pankus consulted with Respondent about representing her in a custody matter.

63. Respondent's Fee Agreement dated May 30, 2017 indicated, among other things, that:

- (a) Respondent required a retainer in the amount of \$2,500.00;

(b) The total costs for Respondent's services on her case would be based upon his current rate of \$300.00 per hour plus all costs and expenses associated with her case; and,

(c) She understood and agreed that the initial retainer was a minimum, non-refundable fee paid pursuant to the agreement and as such, was not subject to the escrow requirements of Rule 1.15 of the Rules of Professional Conduct and may be utilized by Respondent's office immediately as income.

64. On about June 1, 2017, Ms. Pankus executed the Fee Agreement and returned it to Respondent with a check in the amount of \$2,500.00.

65. On June 5, 2017, Respondent entered his appearance on behalf of Ms. Pankus in her custody matter filed in the Court of Common Pleas of Allegheny County at docket number FD-15-008197.

66. Sometime thereafter, Ms. Pankus was assigned Attorney Glymour of Greenstein Family Law as her primary attorney.

67. During the course of the representation, Respondent received funds from Ms. Pankus in excess of the initial retainer that had been exhausted.

68. Respondent's case details printout dated March 29, 2018 indicated, among other things, that Respondent's running trust balance on behalf of Ms. Pankus was \$1,694.50.

69. On March 30, 2018, the total balance of Respondent's PNC trust accounts was \$1,674.54.

70. On or about April 1, 2018, Respondent informed Ms. Pankus of a staffing change in his office, namely that Attorneys Glymour, Fridy, and Vogel were no longer with Respondent's firm, effective immediately.

71. Shortly thereafter, Ms. Pankus informed a representative of Respondent's office that:

- (a) She no longer wanted Respondent's firm to represent her;
- (b) Attorney Glymour was going to be her attorney; and,
- (c) Respondent was to provide Ms. Pankus' remaining retainer to Attorney Glymour's new firm or return it to Ms. Pankus.

72. By letter dated May 18, 2018, Respondent forwarded to Ms. Pankus check number 1034, in the amount of \$1,694.50, drawn on Respondent's IOLTA ending in 0146, and annotated "Retainer balance refund."

THE GAFFNEY MATTER

73. On February 14, 2018, Colleen Gaffney met with one of Respondent's associates, Attorney J. P. Fridy, and retained Respondent's law firm to represent her in an estate administration matter.

74. Mr. Fridy informed Ms. Gaffney that the firm would require a retainer in the amount of \$1,500.00.

75. Respondent's firm's Fee Agreement dated February 14, 2018 indicated, among other things, that:

- (a) The retainer would be \$1,500.00; and,
- (b) Total costs for services on her case would be based upon Respondent's current hourly rate of \$180.00 per hour plus all costs and expenses associated with her case.

76. On or about February 14, 2018, Ms. Gaffney paid the \$1,500.00 retainer.

77. At that time, Respondent was entrusted with \$1,500.00 on behalf of Ms. Gaffney.

78. By Invoice dated March 26, 2018, Respondent's firm billed Ms. Gaffney for the services that the firm performed on her behalf after which time Respondent was still entrusted with \$1,138.00.

79. On March 26, 2018, Respondent did not maintain sufficient funds in his PNC Bank IOLTA Client Trust Fund account number ending 9452 to cover the \$1,138.00 with which he was entrusted on behalf of Ms. Gaffney.

80. In about the beginning of April of 2018, Attorney Fridy informed Ms. Gaffney that he was leaving Respondent's firm and she had the option of either staying with Respondent or retaining the new firm.

81. By letter dated May 3, 2018, Mr. Fridy informed Respondent, among other things, that:

(a) Ms. Gaffney had engaged his firm to handle her case in Respondent's stead;

(b) Please cease all work immediately and make arrangements to transfer her file to Fridy & Glymour, P.C. as soon as possible; and,

(c) Ms. Gaffney requested an immediate refund of any retainer balance held by Respondent's office to be sent to their firm no later than May 11, 2018.

82. Thereafter, Respondent did not refund to Ms. Gaffney the \$1,138.00 with which he was entrusted on her behalf.

83. By Order of the Supreme Court of Pennsylvania dated July 18, 2018, which was effective 30 days thereafter, Respondent was placed on temporary suspension until further definitive action by the Court.

84. In about November of 2018, Respondent refunded to Ms. Gaffney the unused portion of the retainer with which he had been entrusted on her behalf.

THE CESARIO MATTER

85. On or about April 19, 2016, Stephen Cesario consulted with and retained Respondent to represent him in his family law matter.

86. Respondent's Fee Agreement dated April 19, 2016 indicated, among other things, that:

(a) Respondent's non-refundable retainer would be \$1,300.00;

(b) The total cost for Respondent's services on the case would be based upon Respondent's current hourly rate of \$225.00 per hour plus all costs and expenses associated with the case; and,

(c) Should other attorneys or staff perform work on the case (at Respondent's sole discretion), Mr. Cesario would be billed at their hourly rate.

87. During the course of the representation, Respondent received funds from Mr. Cesario in excess of the initial retainer that had been exhausted.

88. Respondent's case details printout generated on March 29, 2018 regarding Mr. Cesario's case indicated, among other things, that the trust

balance that Respondent was holding on behalf of Mr. Cesario was \$2,459.19.

89. On March 26, 2018, Respondent did not maintain sufficient funds in his PNC Bank IOLTA Client Trust Fund account number ending in 9452 to cover the \$2,459.19 with which he was entrusted on behalf of Mr. Cesario.

90. On or about April 1, 2018, by email, Respondent informed Mr. Cesario of a staffing change in his office, namely that Attorneys Glymour, Fridy and Vogel were no longer with Respondent's firm, effective immediately.

91. By letter dated April 9, 2018, Attorney J. P. Fridy informed Respondent, among other things, that:

(a) Mr. Cesario had engaged his firm to handle his case in Respondent's stead; and,

(b) Mr. Cesario requested an immediate refund of any retainer balance held by Respondent's office, to be sent via check payable to Fridy & Glymour no later than April 20, 2018.

92. Respondent did not at that time refund to Mr. Cesario the funds with which he was entrusted on Mr. Cesario's behalf.

93. By Order of the Supreme Court of Pennsylvania dated July 10, 2018, which was effective 30 days thereafter, Respondent was placed on temporary suspension until further definitive action by the Court.

94. Respondent was no longer able to represent Mr. Cesario after the effective date of the Supreme Court Order dated July 10, 2018.

95. By email dated July 11, 2018, Mr. Cesario requested that Respondent's paralegal, Deborah Greenstein, post a balance of his account for him.

96. By email dated July 11, 2018, Respondent informed Mr. Cesario, among other things, that:

(a) Respondent had reviewed his records and confirmed that Mr. Cesario had retainer money on account with Respondent's office;

(b) Mr. Cesario was entitled to a refund in the amount of \$2,459.19;

(c) Respondent was unable to send this refund immediately for reasons set forth below, but Respondent anticipated that he would be able to do so within not more than sixty days;

(d) Respondent would be surrendering his professional license effective August 9, for an indefinite period thereafter;

(e) Respondent took advances on fees before they were earned;

(f) Even though Respondent and his staff were working continuously and earning those same fees on an ongoing basis, lawyers are not allowed to engage in this kind of business practice;

(g) The Pennsylvania Rules of Professional Conduct treat it as misappropriation of client funds; and,

(h) Respondent was presently engaged in restoring the funds designated as having been misappropriated and he would continue working until all such funds had been restored.

97. In about December of 2018, Respondent refunded to Mr. Cesario \$1,000.00 of the \$2,459.19 with which he was entrusted on Mr. Cesario's behalf.

98. Respondent did not refund to Mr. Cesario the additional \$1,459.19 that was due to Mr. Cesario from the entrusted funds received by Respondent.

99. On September 19, 2019, the Pennsylvania Lawyers Fund for Client Security approved payment of a claim against Respondent by Mr. Cesario for \$1,459.19.

THE SKEES MATTER

100. In March 2017, Susan Skees met with Respondent and retained him to represent her in her divorce matter.

101. Respondent's Fee Agreement dated March 24, 2017 indicated, among other things, that:

(a) Respondent's retainer would be \$2,000.00 and was non-refundable;

(b) The total cost for Respondent's services on her case would be based upon his current hourly rate of \$225.00 per hour plus all costs and expenses associated with her case; and,

(c) If other attorneys or staff performed work on her case, she would be billed at their hourly rate.

102. Respondent's case details printout generated on March 29, 2018 indicated, among other things, that his running trust balance for Ms. Skees was \$2,000.00.

103. On April 1, 2018, Respondent informed Ms. Skees, among other things, that effective March 31, 2018, Attorneys J.P. Fridy, Holly Glymour and Jennifer Vogel ceased to be associated with Greenstein Family Law Services, P.C.

104. By letter dated April 9, 2018, Respondent was informed that Ms. Skees had engaged the law firm of Glymour & Fridy, P.C. and he was to refund any retainer balance held by his office to them immediately.

105. Respondent did not at that time refund to Ms. Skees or her representative the \$2,000.00 with which he was entrusted on her behalf.

106. By Order of the Supreme Court of Pennsylvania dated July 10, 2018, which was effective 30 days thereafter, Respondent was placed on temporary suspension until further definitive action by the Court.

107. By email dated July 11, 2018, Respondent informed Ms. Skees, among other things, that:

(a) Respondent was reaching out to her now to address a final matter between him and her, concerning the return of her retainer balance with his office;

(b) Respondent had reviewed his records and confirmed that she had retainer money on account with his office;

(c) She was entitled to a refund in the amount of \$2,000.00;

(d) Respondent was unable to send her this refund immediately for reasons set forth below, but he anticipated that he would be able to do so within not more than 60 days;

(e) Respondent would be surrendering his professional license effective August 9 and for an indefinite period thereafter;

(f) Respondent was facing professional discipline because in the course of operating his business, he took advances on fees before they were earned;

(g) Even though Respondent and his staff were working continuously and earning those same fees on a continuous basis, lawyers were not allowed to engage in this kind of business practice;

(h) The Pennsylvania Rules of Professional Conduct treat it as misappropriation of client funds; and,

(i) Respondent was presently engaged in restoring the funds designated as having been misappropriated, and would continue working until all such funds had been restored.

108. By email dated October 9, 2018, Ms. Skees informed Respondent, among other things, that she wanted to know the status of when she could anticipate her refund. Respondent did not respond to Ms. Skees' email to him dated October 9, 2018.

109. In October and November of 2018, Ms. Skees called and left messages with Respondent's office asking for him to call her about her refund.

110. Neither Respondent, nor anyone on his behalf, responded to any of Ms. Skees' messages, nor did Respondent refund to Ms. Skees any portion of the funds that he owed her.

111. Respondent did not refund to Ms. Skees the \$2,000.00 with which he had been entrusted on her behalf.

112. On March 11, 2020, the Pennsylvania Lawyers Fund for Client Security approved payment of a claim against Respondent by Ms. Skees for \$2,000.00.

ADDITIONAL PENNSYLVANIA LAWYERS FUND
FOR CLIENT SECURITY MATTERS

113. Candis Winters retained Respondent to represent her in March 2018 in regards to a custody agreement and a marriage settlement agreement.

114. On September 19, 2019, the Pennsylvania Lawyers Fund for Client Security approved payment of a claim against Respondent filed by Ms. Winters for \$595.00.

115. Diana K. Denzer retained Respondent's law firm in October 2017 to represent her in a pending divorce action.

116. On September 19, 2019, the Pennsylvania Lawyers Fund for Client Security approved payment of a claim against Respondent filed by Ms. Denzer for \$771.05.

SPECIFIC RULES OF PROFESSIONAL CONDUCT VIOLATED

117. By his conduct as set forth in paragraphs 5 through 116, Respondent admits that he violated the following Rules of Professional Conduct:

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

(b) Rule of Professional Conduct 1.15(e) - Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or

third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting, and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment.

(c) Rule of Professional Conduct 1.15(i) - A lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner.

(d) Rule of Professional Conduct 1.16(d) - Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred.

The lawyer may retain papers relating to the client to the extent permitted by other law.

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

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

118. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a five-year suspension.

119. Respondent hereby consents to the discipline being imposed upon him. Attached to this Petition is Respondent's executed Affidavit required by Rule 215(d), Pa.R.D.E., stating that he consents to the recommended discipline and includes the mandatory acknowledgements contained in Rule 215(d)(1) – (4), Pa.R.D.E.

120. Respondent has admitted engaging in misconduct and violating the charged Rules of Professional Conduct.

121. Respondent has cooperated with Petitioner from the outset of the

investigation and voluntarily provided information and documents needed to complete the investigation.

122. Respondent's cooperation includes his expressed desire to be an example and help educate other sole and small firm practitioners about the record keeping requirements and the proper handling of advanced fees and entrusted funds, including explaining his experiences to encourage other lawyers to seek help before they engage in misconduct.

123. Respondent is remorseful for his conduct and understands he should be disciplined, as evidenced by his consent to receiving a five-year suspension.

124. Respondent has made restitution of most of the amounts outstanding to the affected clients and has agreed to make payments through his counsel until all affected clients are fully repaid.

125. Respondent has practiced law for over 25 years and had no record of discipline until his temporary suspension pursuant to Rule 208(f)(1), Pa.R.D.E. entered by the Supreme Court of Pennsylvania on July 10, 2018.

126. Respondent suffered from significant family and business related set-backs and at the time of the misconduct suffered from inadequately treated Attention Deficit Hyperactivity Disorder (ADHD) and Generalized Anxiety Disorder (GAD) which caused him to be susceptible to impulsivity and compromised his executive functioning.

127. Since May 2018, Respondent has participated in regular psychotherapy, has been compliant with treatment recommendations, and has shown progress in admitting responsibility, understanding decision-making and accepting accountability.

128. Respondent has provided to Office of Disciplinary Counsel his mental health treatment records and has indicated his intention to continue in treatment.

129. Petitioner and Respondent jointly recommend that as mitigation for Respondent's agreement to waive disciplinary hearing and consent to discipline, a suspension of five years, rather than disbarment, is warranted.

130. Office of Disciplinary Counsel does not object to Respondent's five-year suspension being made retroactive to the effective date of his current temporary suspension which was August 9, 2018.

131. Respondent's conduct with respect to advancing unearned fees and the misappropriation of unearned, entrusted funds is a very serious act of misconduct, warranting at the minimum a lengthy suspension. Discipline for misconduct arising from allegations of trust fund conversion and misappropriation ranges from three years, see **Office of Disciplinary Counsel v. Michael**, 1370 DD No. 2 (2008), to disbarment, see **Office of Disciplinary Counsel v. Keller**, 506 A.2d 872 (Pa. 1986). In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that the proposed discipline is within the range of discipline found in similar cases.

132. Other matters involving similar conduct of misappropriation have resulted in a five-year suspension. In **Office of Disciplinary Counsel v. John Philip Boileau**, 2257 DD No. 3 (2016), Mr. Boileau received a five-year suspension for conversion and misappropriation of approximately \$40,000 in entrusted client funds in 27 client matters. Similarly, in **Office of Disciplinary Counsel v. Anonymous**, No. 66 DB 1996 (1998), the respondent attorney received a five-year suspension for commingling and misappropriating funds in at least 14 client matters. More recently, in **Office of Disciplinary Counsel v. James Barnett Gefsky**, 162 DB 2009 (2011),

Mr. Gefsky converted approximately \$75,000 in funds belonging to two clients and was suspended for five years. In ***Office of Disciplinary Counsel v. Anthony L. Cianfrani***, 164 DB 2007 (2008), Mr. Cianfrani received a five-year suspension for converting fiduciary funds in at least ten client matters in the amount of \$116,000. In ***Office of Disciplinary Counsel v. Joshua Adam Janis***, 2221 DD No. 3 (2015), Mr. Janis received a five-year suspension for converting \$13,000 from his law firm and \$5,000 of entrusted client funds, making knowing misrepresentations to the court regarding a settlement, and neglecting client matters. Finally, in ***Office of Disciplinary Counsel v. Jeffrey Dale Mohler***, 2599 DD No. 3 (2019), Mr. Mohler received a five-year suspension for his misappropriation of client funds on multiple occasions and his conversion of settlement funds to his personal use in amounts exceeding \$80,000.

133. In the cited cases, the attorneys receiving five-year suspensions, like Respondent, admitted to their misconduct, showed remorse for their misconduct, cooperated with Office of Disciplinary Counsel, had no prior discipline of record, and consented to the long suspension as a reflection of their understanding of the seriousness of the misconduct.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. 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 five-year suspension, retroactive to August 9, 2018, the effective date of Respondent's current temporary suspension and that Respondent comply with all of the provisions of Rule 217, Pa. R.D.E.; and**
- b. Pursuant to Pa. R.D.E. 215(i), the Three-member Panel of the Disciplinary Board enter an order for 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 expense be**

paid by Respondent within 30 days after the notice of the taxed expenses is sent to Respondent.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

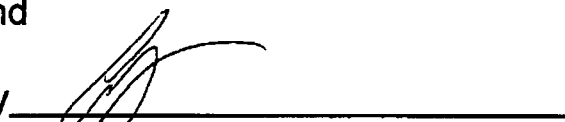
THOMAS J. FARRELL
CHIEF DISCIPLINARY COUNSEL

By Susan N. Dobbins/gmf
Susan N. Dobbins
Disciplinary Counsel

and

By 
Michael Bruce Greenstein
Respondent

and

By 
Amy J. Coco, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2493 Disciplinary Docket

: No. 3

Petitioner

: No. 93 DB 2018

: and

v.

: File Reference Nos. C4-18-476,

: C4-18-609, C4-18-660,

: C4-18-661, and C4-19-72

MICHAEL BRUCE GREENSTEIN,

: Attorney Registration No. 62950

Respondent


: (Allegheny County)

VERIFICATION

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


7-6-2020

Date


Susan N. Dobbins
Disciplinary Counsel

6/29/20

Date


Michael Bruce Greenstein
Respondent

6/29/20

Date


Amy J. Coco, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2493 Disciplinary Docket
	:	No. 3
Petitioner	:	
	:	No. 93 DB 2018
	:	
	:	and
	:	
v.	:	File Reference Nos. C4-18-476,
	:	C4-18-609, C4-18-660,
	:	C4-18-661, and C4-19-72
	:	
MICHAEL BRUCE GREENSTEIN,	:	Attorney Registration No. 62950
	:	
Respondent	:	(Allegheny County)

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

Respondent, Michael Bruce Greenstein, hereby states that he consents to a suspension of five years, as jointly recommended by Petitioner, Office of Disciplinary Counsel, and Respondent, in the Joint Petition In Support Of Discipline On Consent, and further states that:

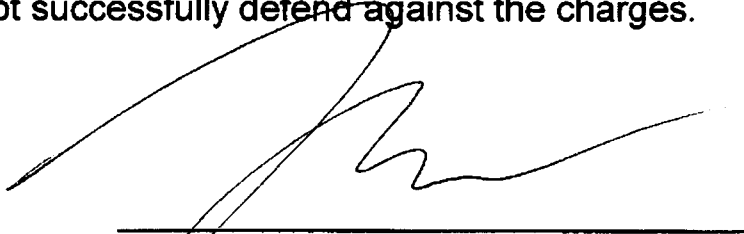
1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; and he is fully aware of the implications of

submitting the consent; and, he has consulted with counsel in connection with the decision to consent to the imposition of discipline;

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


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

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



Michael Bruce Greenstein
Respondent

Sworn to and subscribed
before me this 29th
day of June, 2020.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy J. Coco
Pittsburgh City, Allegheny County
My Commission Expires 12/08/2020

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: Susan N. Dobbins

Signature: *Susan N. Dobbins*

Name: Susan N. Dobbins

Attorney No. (if applicable): 52108