

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2923 Disciplinary Docket No. 3
	:	
Petitioner	:	
	:	No. 40 DB 2022
v.	:	
	:	
	:	Attorney Registration No. 93214
EVAN T. L. HUGHES,	:	
	:	
Respondent	:	(Philadelphia)

ORDER

PER CURIAM

AND NOW, this 8th day of February, 2023, 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 Evan T.L. Hughes is suspended on consent from the Bar of this Commonwealth for a period of one year and one day. The suspension is stayed in its entirety, and he is placed on probation for a period of two years, subject to the following conditions:

1. Jose Constantino Campos, Esquire, is appointed to monitor Respondent's management of his law practice;
2. Attorney Campos shall do the following during Respondent's probation:
 - a. Meet with Respondent every other week either virtually or in person;
 - b. Obtain a status of each of Respondent's cases and discuss, examine and review each case with Respondent, which will include, *inter alia*, the type of case, confirmation that each file has a fee agreement and a conflict check was performed, all pending deadlines, all discovery

- requests, and all client communications to ensure that Respondent replies timely to clients' requests;
- c. Discuss with Respondent any attorney/client concerns, outstanding requests from clients or families, payment status for each case, and scheduling of client meetings/visitations if required;
 - d. Examine Respondent's law office organization and procedures;
 - e. Ensure that Respondent has worked on cases in a reasonably prompt and diligent manner; and
 - f. File quarterly written reports with the Board Prothonotary in which Attorney Campos will include the following:
 - i. whether he met with Respondent bi-weekly as required and whether those meetings were in-person or remote;
 - ii. whether Respondent made his case files available for inspection and review;
 - iii. whether Respondent has abided by the Rules of Professional Conduct;
 - iv. whether Attorney Campos has any concerns about Respondent's law practice; and
 - v. the written consent and waivers from each client received during the relevant time period pursuant to Paragraph 4.
3. During the probationary period, Attorney Campos shall have access to all of Respondent's files at all times via a G drive or some other electronic method, except under the restrictions discussed in Paragraph 4.
 4. Prior to Attorney Campos having access to Respondent's client files, Respondent shall notify the clients and request written consent and waivers

- from each individual client permitting Attorney Campos to review their individual files. If a client does not grant consent or does not sign a waiver, Attorney Campos shall not have access to that client's file; however, Respondent shall provide to Attorney Campos a summary of that client's matter without providing any identifying and/or confidential information. All written consent and waivers shall be filed with the Board Prothonotary, as provided in Paragraph 2(f)(v).
5. During the first twelve months of the probationary period, Respondent shall make monthly payments in the amount of \$458.33, for a total of \$5,500, to Mr. Holder and provide proof to Disciplinary Counsel when each payment is forwarded to Mr. Holder.¹
 6. Respondent understands and agrees that his conduct during the probationary period must conform with the Rules of Professional Conduct and the Pennsylvania Rules of Disciplinary Enforcement.

It is further ordered that Respondent shall pay the costs incurred by the Disciplinary Board in the investigation and prosecution of this matter.

A True Copy Nicole Traini
As Of 02/08/2023

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

¹ The final payment to be \$458.37.

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

: No. 40 DB 2022

v. :

: Atty. Reg. No. 93214

EVAN T.L. HUGHES, :

Respondent : (Philadelphia)

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

Petitioner, Office of Disciplinary Counsel ("ODC"), by Thomas J. Farrell, Chief Disciplinary Counsel, and Gloria Randall Ammons, Disciplinary Counsel, and Respondent, Evan T.L. Hughes, and Samuel C. Stretton, Counsel for Respondent, file this Joint Petition In Support of Discipline on Consent under Pennsylvania Rule of Disciplinary Enforcement (Pa.R.D.E.) 215(d) ("Joint Petition"), and respectfully represent that:

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

FILED

10/24/2022

The Disciplinary Board of the
Supreme Court of Pennsylvania

2. Respondent, Evan T.L. Hughes, was born on March 11, 1978, and was admitted to practice law in the Commonwealth on October 12, 2004. His registered mailing address is 1617 JFK Blvd., Suite 2006, Philadelphia, PA 19106.

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

CHARGE I

4. In or around October 2019, Jennifer Howard retained Respondent's firm, Hughes Firm LLC ("Hughes Firm"), to represent her husband, Malick Waggeh, in his immigration matter.

a. Jordan Freeman, Esquire, was assigned to handle Mr. Waggeh's matters.

5. By email sent to Ms. Howard on October 26, 2019, Mr. Freeman:

a. informed Ms. Howard that the fee to represent Mr. Waggeh was \$7,500;

b. informed her that the fee included services for file review, visits to Mr. Waggeh, exploring the options for cancellation of removal, reopening the criminal case as well as a path to citizenship; and

c. requested that she let him know if a \$1,500 payment was still the plan and if so, he would draft the contract and make a visit to see Mr. Waggeh at George W. Hill Correctional facility ("GWH").

6. On October 30, 2019, Ms. Howard made a credit card payment in the amount of \$1,500 to the Hughes Firm.

7. On October 30, 2019, Ms. Howard executed a Legal Services Agreement, which indicated:

- a. the fee to handle the immigration matter was a non-refundable flat fee of \$7,500; and
- b. the fee included "filing [sic] and motions related to continued immigration status."

8. By email sent to Respondent and Mr. Freeman on January 27, 2020, Ms. Howard:

- a. informed Mr. Freeman that she was not satisfied with his representation;
- b. stated that Mr. Freeman never visited Mr. Waggeh as promised;
- c. stated that Mr. Freeman had been Mr. Waggeh's attorney since October 2019 and he had not done anything on Mr. Waggeh's behalf; and
- d. stated that she would have to file a complaint with the "board association or management" against Mr. Freeman.

9. By email sent to Ms. Howard, with a copy to Respondent, on January 27, 2020, Mr. Freeman stated that:

- a. a motion had been filed and that he was waiting for a date;
- b. he had sent a letter to Mr. Waggeh once he had been retained;

- c. he had taken affirmative action in Mr. Waggeh's matter; and
 - d. he had discussed the matter with Respondent's office and that the current EOIR (Executive Office of Immigration Review) matters were moving slowly.
10. By a separate email sent to Respondent on January 27, 2020, Ms. Howard:
- a. requested that Respondent assist Mr. Freeman with Mr. Waggeh's case;
 - b. stated that she wanted to make sure that Mr. Freeman was "on top of things"; and
 - c. stated that Mr. Freeman had ignored emails and made excuses about productivity and had done very little work on Mr. Waggeh's case.
11. By email sent to Ms. Howard on January 28, 2020, Respondent:
- a. stated that it was "very typical" that immigration cases go through periods of waiting and during those times a case may seem dormant, which was very common;
 - b. assured Ms. Howard that he would review the file to ensure the matter was proceeding in the most expedient manner possible; and
 - c. stated that he was currently travelling but that he would get back to her the following week.
12. By email to Mr. Freeman sent on February 7, 2020, Ms. Howard:

- a. informed Mr. Freeman that an interview was scheduled on February 18, 2020 for Mr. Waggeh;
- b. forwarded a copy of the Notice to Alien of Interview for Review of Custody Status ("Notice") in regard to the interview;
- c. stated that he needed to send a G-28 form (Notice of Entry of Appearance) to Pike County; and
- d. stated that the Notice indicated that Mr. Freeman would be assisting Mr. Waggeh with the interview.

13. By email sent to Mr. Freeman, with a copy to Respondent, on February 8, 2020, Ms. Howard, *inter alia*, again informed Mr. Freeman that Pike County required him to send the G-28 form.

14. In response, by email on February 8, 2020, Mr. Freeman stated:

- a. "Received";
- b. "It was sent via mail months ago"; and
- c. "Will send an updated copy."

15. By email to Respondent dated February 10, 2020, Ms. Howard stated that:

- a. two months had passed without Mr. Freeman visiting her husband;
- b. it was her understanding that the review on February 18, 2020 was based on an every 90-day review of detainees and not a motion filed by a lawyer; and
- c. she had not heard of any work performed by Mr. Freeman.

16. By email to Respondent sent on February 12, 2020, Ms. Howard:
 - a. confirmed that she had received the "payment portal via email" for \$2,000; and
 - b. requested a status of Mr. Waggeh's matter.
17. By email to Ms. Howard sent on February 12, 2020, Respondent:
 - a. promised that he would definitely keep her updated with any new information that he learned from United States Immigration and Customs Enforcement ("ICE");
 - b. stated that he understood the "long game" and would be available to her and Mr. Waggeh; and
 - c. stated that he would look out for the payment that Friday.
18. By email sent to Respondent with a copy to Ms. Howard, Mr. Freeman:
 - a. provided a status update on Mr. Waggeh's matter; and
 - b. requested additional information from Ms. Howard.
19. On February 14, 2020, Ms. Howard made a credit card payment in the amount of \$2,000 to the Hughes Firm.
20. Thereafter, Respondent and Ms. Howard exchanged several emails regarding Mr. Waggeh's matter.
21. In or around February/March 2020, Mr. Freeman left the Hughes Firm.
22. By email sent to Respondent and Mr. Freeman on March 5, 2020, Ms. Howard, *inter alia*:
 - a. expressed her dissatisfaction with both Respondent and Mr. Freeman's representation;

- b. stated that she needed to see what had been done on Mr. Waggeh's matter; and
- c. requested copies of all documents.

23. In response, by email sent to Ms. Howard on March 5, 2020,

Respondent:

- a. advised Ms. Howard that Mr. Freeman was no longer with the Hughes Firm;
- b. stated that Respondent was attempting to sort out who would be handling Mr. Waggeh's matter and what steps would be taken next; and
- c. apologized for the delayed response.

24. By email sent to Respondent on March 7, 2020, Ms. Howard:

- a. informed Respondent that she had spoken with Mr. Waggeh;
- b. inquired if Respondent could help Mr. Waggeh while his firm was deciding who would represent Mr. Waggeh; and
- c. requested that Respondent file a motion to remove cancellation in regard to Mr. Waggeh's deportation.

25. By email sent to Ms. Howard on March 8, 2020, Respondent stated that:

- a. he would look into the situation and let her know as soon as possible if there were any additional steps that could be taken in Mr. Waggeh's matter beyond what had been done to that point; and

- b. he would contact her later that week.
26. Thereafter, Respondent failed to contact Ms. Howard as promised.
27. By email sent to Respondent on May 2, 2020, Ms. Howard:
- a. stated that it was her third attempt in trying to obtain a status update from Respondent in regard to Mr. Waggeh's matter;
 - b. stated that it had been over eight months since Mr. Waggeh had been detained;
 - c. stated that Mr. Waggeh had tested positive for Covid-19;
 - d. inquired as to what had been done by Respondent on behalf of Mr. Waggeh; and
 - e. stated that her hands were tied and she believed that the Disciplinary Board should look into Respondent's representation of Mr. Waggeh.
28. In response, Respondent stated that he was not able to get an update that day and that he would try again the next day.
29. By email sent to Respondent on May 10, 2020, Ms. Howard:
- a. again requested a status on Mr. Waggeh's matter;
 - b. requested that Respondent file a habeas corpus petition, which she had requested on several occasions; and
 - c. requested that Respondent contact her.
30. In response, by email sent on May 11, 2020, Respondent told Ms. Howard that he "will call you today."

31. Respondent failed to telephone Ms. Howard on May 11, 2020 as promised.

32. By email sent to Respondent on June 11, 2020, Ms. Howard:

- a. stated that neither she nor her husband had any record of any petitions, motions or work completed on her husband's behalf;
- b. stated that the firm began representing her husband in October 2019 and as of that date they had not heard of any work being done for him; and
- c. asked what work had been done on her husband's behalf.

33. By email dated June 11, 2020, Respondent apologized for "some lapse in communication" and stated that he would telephone her the next day.

34. By email sent to Ms. Howard on June 15, 2020, Respondent stated that:

- a. he was investigating Mr. Waggeh's felony conviction in Delaware County; and
- b. he was in possession of Mr. Waggeh's file.

35. By email to Respondent sent on July 15, 2020, Ms. Howard, *inter alia*, requested copies of all documents filed on Mr. Waggeh's behalf.

36. By email sent to Ms. Howard on July 15, 2020, Respondent:

- a. provided "copies" of what was sent to ICE;
- b. stated that there had been additional communication in the form of telephone calls to check the status;

- c. stated that to continue representing Mr. Waggeh, he must receive the balance of the \$7,500 fee; and
- d. stated that he should have a request form by the end of the day.

37. The only document attached to Respondent's email was a February 15, 2020 one-page letter from Mr. Freeman addressed to: "To Whom It May Concern" with a mailing address of 175 Pike County Boulevard, Lords Valley, PA 18428."

38. By two emails sent to Respondent on July 17, 2020, Ms. Howard:
- a. stated that the "lies have to stop";
 - b. stated that the "equities" package that Respondent had previously stated that his firm had sent on behalf of Mr. Waggeh was a one-page letter dated February 15, 2020;
 - c. requested a full refund of the \$3,500 that she had previously paid to Respondent's firm;
 - d. informed Respondent that she had filed a complaint with the Disciplinary Board; and
 - e. stated that she had completed the I-130 petition and application of removal herself.

39. By email sent to Ms. Howard on July 17, 2020, Respondent, *inter alia*:
- a. stated that he and his firm provided more services than the one-page February 15, 2020 letter;
 - b. offered a refund in the amount of \$1,500; and

- c. stated that if she desired a refund, he would draft the necessary paperwork and send her the refund immediately.

40. By email sent to Ms. Howard on July 18, 2020, Respondent stated, *inter alia*, that:

- a. "No one is lying" to her;
- b. he was sorry that she was not happy with his representation;
- c. he reviewed the file and had determined that competent work was done on behalf of Mr. Waggeh; and
- d. stated that if she did not want him to file the I-130, his offer of a refund still stood.

41. By email to Respondent dated July 19, 2020, Ms. Howard forwarded the October 26, 2019 email sent to her by Mr. Freeman, which induced her to pay his fees, and pointed out that:

- a. no visit to her husband had taken place;
- b. no exploration of the option for cancellation removal was conducted;
- c. no reopening of the criminal case occurred; and
- d. no path to citizenship had been described.

42. By email to Ms. Howard dated July 20, 2020, Respondent attached a "Release of Claim" form, which indicated that Ms. Howard would receive a refund if she agreed to:

- a. "waive any and all claims that we may have against" Respondent and Respondent's firm; and

- b. withdraw her complaint with the Office of Disciplinary Counsel.
43. Ms. Howard did not sign the Release of Claim form.
44. At the end of July 2020, Respondent refunded \$1,500 to Ms. Howard without requiring a signed Release of Claim form.
45. During Respondent's representation, Respondent failed to take any significant steps to pursue Mr. Waggeh's matter.
46. By his conduct as set forth in Paragraphs 4 through 45 above, Respondent violated the following Rules of Professional Conduct:
- a. RPC 1.1, which states, a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation;
 - b. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
 - c. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;
 - d. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;
 - e. RPC 1.4(b), which states that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation; and
 - f. RPC 1.8(h)(1), which states a lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client

for malpractice unless the client is independently represented in making the agreement.

Charge II

47. In or around August 2019, Respondent and his firm were contacted by Glenn Holder to represent him in his appeal of his criminal conviction in the Court of Common Pleas of York County, case captioned ***Commonwealth v. Glenn Anthony Holder***, CP-67-CR-0004274-1998 and CP-67-CR-0004275-1998.

- a. In September 1998, Mr. Holder was convicted of Rape Forcible Compulsion, Endangering the Welfare of Children, Corruption of Minors and Indecent Assault Without Consent.
- b. Mr. Glenn A. Holder is currently incarcerated at SCI-Houtzdale ("Houtzdale").

48. Sometime in August 2019, Mr. Holder's sister and power of attorney, Belinda Gains, drove from Virginia to meet with Respondent and provide Respondent with Mr. Holder's information and documentation.

49. By Order dated September 5, 2019, Mr. Holder's Petition for Post-Conviction Collateral Relief Act ("PCRA") was denied by the Court.

- a. Mr. Holder had filed his most recent *pro se* PCRA on August 30, 2019.
- b. An appeal of the denial of the PCRA had to be filed within thirty days from the date of the Court Order.

- c. Between January 2001 and November 2014, Mr. Holder filed not less than five PCRA petitions, all of which were denied by the Court.
- d. In his initial PCRA petition, Mr. Holder raised the issues of, *inter alia*, failure to file an alibi defense, failure to call witnesses and failure to question the witness about whether he committed the allegations that were filed against him.

50. On September 16, 2019, a Legal Services Agreement (“Agreement”) was electronically signed by Ms. Gains and Respondent’s former associate, Jordan J. Freeman, Esquire.

51. The Agreement indicated, *inter alia*, that:

- a. “the Hughes Firm, LLC” had been retained by Mr. Holder “for his appeal”;
- b. \$3,000 was payable at the execution of the Agreement and was due in full prior to the internal review and memorandum “outlining available avenues to move forward”;
- c. \$12,000 was payable “prior to drafting and/or filing the appeal,” at a rate of \$2,000 per month; and
- d. all fees paid to Respondent’s firm were immediately earned.

52. Mr. Freeman was initially assigned to represent Mr. Holder.

53. On September 16, 2019, Respondent’s office emailed Ms. Gains and provided her with information in regard to making an electronic payment of the \$3,000.

54. On September 26, 2019, Ms. Gains made the \$3,000 payment.

- a. Respondent's office provided Ms. Gains a receipt for the \$3,000 payment.

55. Thereafter, neither Mr. Freeman nor anyone else in Respondent's office prepared the initial review and memorandum as agreed to in the Agreement.

56. Neither Respondent nor anyone in Respondent's office filed a Notice of Appeal with the Superior Court of Pennsylvania within thirty days of the Court's September 5, 2019 Order.

57. Respondent failed to advise Mr. Holder that a Notice of Appeal had not been filed on his behalf.

58. Respondent takes the position that notwithstanding the language in the fee agreement, he was hired to research and to pursue "appeal/PCRA generally and not to direct his [Mr. Holder's] pro se PCRA Appeal."

59. On January 31, 2020, Ms. Gains emailed Mr. Freeman asking for a status update on the internal review.

60. In response, Mr. Freeman stated that he was "working on it."

61. On February 18, 2020, Mr. Holder telephoned Respondent, who informed him that:

- a. Mr. Freeman had left the firm about two weeks prior;
- b. Respondent would be handling Mr. Holder's case moving forward; and
- c. Respondent would need thirty days to complete the internal review and memorandum.

62. Thereafter, Respondent failed to prepare and complete the internal review as promised.

63. Respondent failed to contact Mr. Holder with an update within thirty days.

64. On March 20, 2020, Mr. Holder telephoned Respondent's office to obtain a status update on his matter at which time he was informed by Respondent's secretary that Respondent was not in the office.

a. Mr. Holder requested that Respondent return his telephone call.

65. Respondent failed to return Mr. Holder's telephone call.

66. Between March 24, 2020 and April 24, 2020, Mr. Holder telephoned Respondent's office on several occasions; however, there was no answer.

67. On April 29, 2020, Mr. Holder telephoned Respondent's office at which time Respondent's secretary informed Mr. Holder that Respondent was not in the office.

a. Mr. Holder left a message with Respondent's secretary inquiring about the status of his case since he had not heard from Respondent in over two months.

68. Respondent again failed to return Mr. Holder's telephone call.

69. By email to Respondent sent on May 2, 2020, Mr. Holder requested a status update about his matter.

70. Respondent failed to respond to Mr. Holder's email.

71. On May 12, 2020, Ms. Gains telephoned Respondent's office at which time Respondent informed Ms. Gains that he would have "something" ready the first week of June.

72. Between May 30, 2020 and June 10, 2020, Mr. Holder telephoned Respondent's office on at least three occasions; however, there was no answer.

73. Respondent failed to return any of Mr. Holder's telephone calls.

74. Respondent failed to provide Mr. Holder or Ms. Gains with an update or new information by the first week of June 2020 as Respondent had promised.

75. By email sent to Respondent on June 14, 2020, Mr. Holder:

- a. requested a telephone conference; and
- b. provided Respondent with the name of the person at Houtzdale to contact in order to schedule the teleconference.

76. Respondent failed to respond to Mr. Holder's email.

77. Despite the fact that Respondent had failed to complete any internal review with a Memorandum outlining any available relief, by emails sent to Ms. Gains on June 25, 2020, Respondent requested:

- a. a payment of \$12,000 for Respondent's fee; and
- b. a payment of \$1,000 for "expense funds."

78. Respondent failed to adequately advise and communicate to Mr. Holder what options, if any, could be taken by Respondent to assist him in the criminal case, which was over 20 years old at that point.

79. On June 25, 2020, Ms. Gains forwarded to Respondent an E-Check in the amount of \$1,000.

- a. Respondent emailed Ms. Gains a receipt for the \$1,000 payment.

80. On or about June 25, 2020, Ms. Gains, who was in North Carolina, forwarded to Respondent a certified check for the remaining balance of \$12,000.

81. Thereafter, on that same day, Mr. Holder telephoned Respondent's office at which time Respondent informed him that he was waiting for Houtzdale to contact him to schedule a teleconference.

82. On June 26, 2020, Mr. Holder telephoned Respondent's office at which time Mr. Holder informed Respondent that the teleconference coordinator at Houtzdale would have scheduled a teleconference if Respondent had contacted her.

83. In response, Respondent promised Mr. Holder that he would arrange to have a teleconference scheduled immediately.

84. During a June 29, 2020 teleconference, Respondent informed Mr. Holder that:

- a. he did not understand why Mr. Holder was in prison with the type of evidence Mr. Holder had;
- b. Mr. Holder's criminal record did not call for a sentence of sixty-three years;
- c. it was clear that all prior counsels were ineffective;
- d. Mr. Holder should "hang in there";
- e. he intended to get Mr. Holder out of prison;
- f. he required an additional \$1,000 to hire a private investigator;

- g. the private investigator would get new affidavits from all the alibi witnesses;
- h. he would proceed with a *nunc pro tunc* motion; and
- i. Mr. Holder's sister should pay the remaining fee of \$12,000 to Respondent.

85. During the teleconference, Mr. Holder informed Respondent that:

- a. several alibi witnesses were never called to testify at trial; and
- b. there was an individual who signed and notarized an affidavit, taking full responsibility for the crimes of which Mr. Holder had been convicted.

86. Respondent failed to conduct any factual or legal analysis of whether this evidence could meet any standard for eligibility for relief set forth in 42 Pa.C.S.A. § 9543.

87. On or about June 30, 2020, Respondent received and deposited the certified check, which had been sent by Ms. Gains, in the amount of \$12,000 into his Bank of America operating account.

- a. Respondent failed to provide a receipt to Ms. Gains.

88. By email sent to Respondent on June 30, 2020, Mr. Holder provided Respondent with the information that Respondent had requested during the June 29, 2020 teleconference.

89. By email sent to Respondent on July 9, 2020, Mr. Holder emailed Respondent again and provided additional information to him.

90. On July 21, 2020, July 22, 2020, August 3, 2020, and August 10, 2020, Mr. Holder emailed Respondent and provided Respondent with alibi witnesses' information, the trial transcript and other information that he believed was important to his matter.

91. By email sent to Respondent on August 16, 2020, Mr. Holder informed Respondent that he had attempted to contact Respondent every day that week wherein he sought an update of his matter.

92. Respondent failed to respond to Mr. Holder's email.

93. Between September 8, 2020 and October 9, 2020, Mr. Holder telephoned Respondent's office on several occasions to obtain a status update.

94. Respondent failed to respond to any of Mr. Holder's telephone calls.

95. By email sent to Respondent on September 19, 2020, Ms. Gains relayed a message from Mr. Holder in which Mr. Holder stated that:

- a. he attempted to telephone Respondent every morning that week to obtain a status update;
- b. the last message that he received from Respondent was that Respondent would provide him with a status update the previous week via mail;
- c. he had yet to receive anything;
- d. he mailed a letter to Respondent on September 14, 2020 regarding an update; and
- e. he was looking forward to hearing a good report from Respondent soon.

96. In response, by email sent to Ms. Gains on September 19, 2020,

Respondent:

- a. apologized for being "out of touch";
- b. stated that he had been travelling that week and had been out of town from September 20 to September 30;
- c. stated that he would provide an update that day; and
- d. thanked her for her patience.

97. By letter dated September 28, 2020, Mr. Holder provided information about himself, and described who he was as a person as Respondent had requested.

98. Respondent received Mr. Holder's letter.

99. Respondent failed to respond to Mr. Holder's letter.

100. On October 19, 2020, Mr. Holder telephoned Respondent's office and left a message with Respondent's telephone service at which time Mr. Holder stated that:

- a. he was calling to obtain a status of his matter;
- b. Respondent had conducted a telephone conference with him, but he had not heard back from Respondent;
- c. Respondent could send an email to Ms. Gains and that she could forward to Mr. Holder; and
- d. inquired as to the status of his case.

101. Thereafter, Respondent failed to provide Mr. Holder with a status update.

102. By email sent to Respondent on November 3, 2020, Mr. Holder:
 - a. inquired about his case status;
 - b. stated that Respondent had been paid in full; and
 - c. stated that Respondent had not been responding to his attempts to obtain a status update.
103. Respondent received Mr. Holder's email.
104. Respondent failed to respond to Mr. Holder's email.
105. At some point, Respondent changed his office address from 1845 Walnut Street, Suite 932, Philadelphia, PA 19103 to 1617 JFK Blvd., Suite 2006, Philadelphia, PA 19103.
106. Respondent failed to inform Mr. Holder of his new office address.
 - a. Mr. Holder's November 25, 2020 and December 16, 2020 letters, which were sent to Respondent's Walnut Street address, were returned to him as undeliverable.
107. On November 20, 2020, Ms. Gains telephoned Respondent's office at which time Respondent:
 - a. informed her that he would be setting up a teleconference that week with Mr. Holder; and
 - b. discussed accessing Mr. Holder's medical records.
108. However, as of December 8, 2020, Respondent had not contacted the teleconference coordinator at Houtzdale to schedule a conference with Mr. Holder.
109. By letter to Respondent dated January 14, 2021 and sent to Respondent's JFK Blvd address, Mr. Holder, *inter alia*:

- a. informed Respondent of his returned letters;
- b. stated that he should have been informed about Respondent's change of address; and
- c. expressed concerns that Respondent had been paid in full since June 2020 and Respondent had not responded to his requests for a status update of his matter.

110. Thereafter, Mr. Holder forwarded two letters to Respondent in January and February 2021 requesting, *inter alia*, a status update.

111. Respondent received Mr. Holder's letters.

112. Respondent failed to respond to Mr. Holder's letters.

113. On February 4, 2021, Ms. Gains telephoned Respondent's office and left a message wherein she:

- a. expressed her frustration with Respondent's failure to return her telephone calls;
- b. stated that she had left several messages for Respondent; and
- c. requested that her current message be marked urgent.

114. Respondent failed to respond to Ms. Gains' telephone message.

115. On March 1, 2021, Ms. Gains again telephoned Respondent's office and requested that he contact her regarding Mr. Holder's matter.

116. Respondent again failed to respond to Ms. Gains' telephone call.

117. By letter to Respondent dated March 3, 2021, Mr. Holder suggested a generous mutual separation, in which Respondent would keep \$5,000 and return \$11,000 and his documents.

118. Respondent received Mr. Holder's letter.

119. During a March 31, 2021 teleconference, Respondent:

- a. informed Mr. Holder that he had no new information or new results to provide to Mr. Holder; and
- b. promised that he would soon make progress.

120. During an April 12, 2021 teleconference, Respondent:

- a. apologized to Mr. Holder that he had no new information or new results to show;
- b. promised to make progress soon; and
- c. requested that Mr. Holder give him thirty days to provide an update to Mr. Holder.

121. Despite having been retained by Mr. Holder in September 2019 and soliciting and receiving payment for the purpose of retaining an investigator, Respondent did not hire someone until in or around April 2021.

122. By letter to Dick Johnson of Johnson Investigations dated April 20, 2021, Respondent:

- a. forwarded a check in the amount of \$500 as requested;
- b. stated that that he was sending the relevant parts of Mr. Holder's file via email to Mr. Johnson; and
- c. stated that he was looking forward to working with Mr. Johnson.

123. By email sent on May 6, 2021 to Ms. Gains, Respondent stated that "I have made some real progress in narrowing down our possible causes of action and

appeal ability [*sic*] of issues and we are now focused on newly discovered evidence and recantation.”

124. Respondent failed to advise Ms. Gains or Mr. Holder of well-established precedent in the courts recognizing that recantation testimony is inherently untrustworthy.

125. During a May 14, 2021 teleconference with Mr. Holder, Respondent:

- a. reported he had no new updates on the progress of his case;
- b. introduced Mr. Holder to private investigator, Mr. Johnson;
- c. asked Mr. Holder for information that he had already provided to Respondent at least three times previously;
- d. asked Mr. Holder to locate a witness, Dorothy Abramson, because Respondent and Mr. Johnson were unable to find her; and
- e. promised to schedule a teleconference with Mr. Holder for May 28, 2021.

126. By a May 14, 2021 email sent only to himself and not to either Mr. Holder or Ms. Gains, Respondent opined that a “recantation statement” was likely the only possible way forward as newly discovered evidence.

127. On May 19, 2021, Mr. Holder telephoned Respondent’s office and spoke with Respondent’s employee at which time Mr. Holder:

- a. requested information about Mr. Johnson, which Respondent’s employee refused to provide; and

- b. provided Respondent's office with the contact information for Ms. Abramson, which he informed Respondent's employee was easily available by conducting a Google search.
128. Respondent failed to contact Mr. Holder on May 28, 2021 as promised.
129. On May 28, 2021, Mr. Holder filed a complaint with to the Office of Disciplinary Counsel and a claim with the Pennsylvania Lawyers Fund for Client Security.
- a. Mr. Holder forwarded copies of the complaint and claim to Respondent.
130. By letter to Respondent dated May 28, 2021, Mr. Holder, *inter alia*, requested a refund of \$13,000 and all of his documentation.
131. On June 8, 2021, Respondent scheduled a teleconference with Mr. Holder for June 11, 2021.
132. On June 8, 2021, Mr. Holder emailed Respondent, at which time he:
- a. stated that Respondent did not speak with him on May 28, 2021, as Respondent promised to do;
 - b. informed Respondent that within five minutes of conducting a Google search, he discovered information that the private investigator could not locate;
 - c. stated that Respondent had done nothing for his case for the past two months except setting up four teleconferences, wherein Respondent repeated the same things;
 - d. terminated Respondent's representation; and

e. requested a refund.

133. In response, Respondent emailed Ms. Gains on June 9, 2021 and stated that:

- a. he had difficulty setting up teleconferences with Houtzdale;
- b. he had sent Mr. Holder a letter, the week prior, detailing the progress that had been made with his case;
- c. he had hired a private investigator; and
- d. he had spoken with Mr. Holder for an hour on May 14, 2021.

134. On June 11, 2021, Mr. Holder telephoned Respondent's office at which time he:

- a. informed Respondent's employee that Respondent had been terminated;
- b. requested a return of all documents and his payment of \$13,000; and
- c. explained that he had already relayed this information to Respondent in two letters and an email.

135. Respondent received Mr. Holder's message.

136. Respondent failed to respond to Mr. Holder.

137. Instead, Respondent sent Ms. Gains an email on June 11, 2021 in which he stated that:

- a. he had scheduled a meeting with the private detective and Mr. Holder that day, but Mr. Holder had refused to take his call; and

- b. Respondent wanted to “make one last ditch effort to salvage the case” because both he and the private investigator thought that they had some good issues.

138. Respondent failed to refund the unearned fee and failed to return Mr. Holder’s documents.

139. By email forwarded to Respondent from Ms. Gains on June 16, 2021, Mr. Holder reiterated his dissatisfaction with Respondent and demanded a refund of \$13,000 and the return of his documentation by June 25, 2021.

140. During a June 29, 2021 teleconference with Mr. Holder, Respondent informed Mr. Holder that he had no new information or new results to show but promised that he would soon make progress.

141. By letter to Mr. Holder dated September 13, 2021, Respondent forwarded a refund in the amount of \$7,500 to Mr. Holder.

- a. Respondent stated that he had sent the refund as a sign of good faith.

142. During Respondent’s representation, Respondent failed to take any significant steps to perform any meaningful services on behalf of Mr. Holder and Respondent failed to file an appeal on Mr. Holder’s behalf.

143. Respondent failed to promptly refund the unearned fee or promptly return Mr. Holder’s documents.

144. By his conduct as set forth in Paragraphs 47 through 143 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.1, which states, a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation;
- b. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;
- c. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter;
- d. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information;
- e. RPC 1.4(b), which states that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;
- f. RPC 1.5(a), which states, in pertinent part, “a lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee ... factors to be considered in determining the propriety of the fee include . . . the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly”;
- g. RPC 1.15(e), which states, in pertinent part, “...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”;

- h. RPC 1.16(d), which states, in pertinent part, “upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as ... refunding any advance payment of fee or expense that has not been earned or incurred....”
- i. RPC 2.1, which states that “in representing a client, a lawyer shall exercise independent professional judgment and render candid advice. In rendering advice, a lawyer may refer not only to law but to other considerations such as moral, economic, social, and political factors, that may be relevant to the client's situation”; and
- j. 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

145. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a suspension of one year and one day, stayed in its entirety with two years of probation with the following conditions during the probationary period:

- a. Jose Constantino Campos, Esquire, will be appointed as a practice monitor to monitor Respondent in regard to Respondent's management of his law practice.¹
- b. Mr. Campos will do the following during the period of Respondent's probation:
 - i. meet with Respondent on a biweekly basis (every other week) either virtually or in person;
 - ii. obtain a status of each of Respondent's cases as well as discuss, examine and review each case with Respondent, which will include, *inter alia*, the type of case, confirmation that each file has a fee agreement and a conflict check was performed, all pending deadlines, all discovery requests, and all client communications to ensure that Respondent responds timely to his clients' requests;
 - iii. discuss with Respondent any attorney/client concerns, outstanding requests from clients or families, payment status for each case, and scheduling of client meetings/visitations if required;
 - iv. examine Respondent's law office organization and procedures;

¹ Mr. Campos' practice is located in Lehigh County rather than Philadelphia which should help to minimize any potential conflicts he may have in reviewing Respondent's client files. Nonetheless, a conflict check will be performed for both attorneys.

- v. ensure that Respondent has worked on cases in a reasonably prompt and diligent manner; and
- vi. shall file quarterly written reports with the Prothonotary's Office in which Mr. Campos will note the following:
 - a. whether he met with Respondent bi-weekly as required and whether those meetings were in person or remotely;
 - b. whether Respondent made his case files available to Mr. Campos for inspection and review;
 - c. whether Respondent has abided by the Rules of Professional Conduct; and
 - d. whether Mr. Campos has any concerns about Respondent's law practice.
- c. During the probationary period, Mr. Campos will have access to all of Respondent's files at all times via a G drive or some other electronic method;
- d. During the first twelve months of the probationary period, Respondent shall make monthly payments in the amount of \$458.33 for a total of \$5,500 to Mr. Holder, and provide proof to Disciplinary Counsel when each payment is forwarded to Mr. Holder.
- e. Respondent understands and agrees that his conduct during

the probationary period must conform with the Rules of Professional Conduct and the Pennsylvania Rules of Disciplinary Enforcement.

- f. Any failure by Respondent to comply with the terms of his probation shall result in his immediate transfer to suspended status for the remainder of the two-year term, and he shall be required to file a petition and proceed to a hearing prior to any reinstatement. See Pa.R.D.E. 218(a)(1).

146. Respondent hereby consents to 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, including the mandatory acknowledgements contained in Rule 215(d)(1) through (4), Pa.R.D.E.

147. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that there are several mitigating circumstances:

- a. Respondent has admitted engaging in misconduct and violating the charged Rules of Professional Conduct;
- b. Respondent has cooperated with Petitioner, as is evidenced by Respondent's admissions herein and Respondent's consent to receiving a suspension of one year and one day, stayed in its entirety with two years of probation with conditions; and
- c. Respondent is remorseful for his misconduct and understands he should be disciplined, as is evidenced by his consent to receiving a suspension of one year and one day, stayed in its

entirety with two years of probation with conditions.

148. If this matter were to proceed to a hearing, Respondent would testify to and offer as mitigation that both complaints at issue in these proceedings involved cases initially handled by Respondent's associate, Jordan Freeman, Esquire. Respondent also would testify that some of the delay and communication issues were attributed to the covid shutdown.

149. Respondent has record of discipline, which is an aggravating factor in determining the discipline to impose. On July 17, 2018, Respondent received a Public Reprimand in regard to two matters in violation of Pennsylvania RPC 1.3, RPC 1.4(a)(3), RPC 1.4(a)(4), RPC 1.4(b); RPC 1.16(d), RPC 3.3(a)(1), RPC 5.5(a), RPC 7.1, RPC 8.4(a), RPC 8.4(c), RPC 8.4(d), and Pa.R.D.E. 203(b)(7); and New Jersey RPC 1.4(c), RPC 3.3(a)(5), RPC 5.5(a)(1), RPC 7.1(a)(1), RPC 8.4(a), RPC 8.4(c) and RPC 8.4(d).

In one matter, Respondent failed to file a brief on behalf of his client in the Pennsylvania Superior Court, and as a result the Superior Court dismissed the appeal. In the same matter, after Respondent filed a Post-Conviction Relief Act ("PCRA") petition on behalf of his client, he failed to respond to his client's repeated requests for a status of his matter and failed to advise his client of the denial of his PCRA petition. Additionally, Respondent failed to return his client's transcripts and discovery, which had been previously given to Respondent.

In the second matter, Respondent failed to inform his client when he was retained to represent the client in two criminal matters in the Superior Court of New Jersey, Camden County, that he was not licensed to practice law in New Jersey,

and therefore, was ineligible to practice law in New Jersey. Respondent also failed to advise the court or opposing counsel that he was not licensed to practice law in New Jersey. Although Respondent was not licensed to practice law in New Jersey, he entered his appearance on behalf of his client in both matters; failed to file a motion for *pro hac vice* admission in order to be allowed to represent the client in the New Jersey matters; and failed to retain a licensed New Jersey attorney to assist him with his representation of the client.

Respondent's misconduct in the prior discipline was aggravated by his failure to file a response to the DB-7 Request for Statement of Respondent's Position without good cause.

150. Although there is no *per se* rule for discipline for attorneys who engaged in neglect, failed to return an unearned fee and failed to communicate with clients, a suspension of one year and one day, stayed in its entirety with two years of probation with conditions is within the range of discipline imposed.

In ***Office of Disciplinary Counsel v. Michael P. Quinn***, No. 156 DB 2017 (S.Ct. Order 5/30/2018)(on consent), respondent was suspended on consent for one year and one day, stayed in its entirety, with two years of probation with a practice monitor for neglect, failure to communicate and failure to take action on client matters and failure to provide written fee agreements. Respondent received an informal admonition in September 2015 and a private reprimand in August 2015 for similar misconduct.

In ***Office of Disciplinary Counsel v. John E. Gomolchak***, 2 DB 2015 (S.Ct. Order 8/21/2015)(on consent), respondent was suspended on consent for one-year-and-one-day, stayed in its entirety, with one year of probation with a practice monitor for

neglect, failure to communicate and failure to timely distribute estate funds. Respondent Gomolchak received a public reprimand in 2013 for similar misconduct.

In Office of Disciplinary Counsel v. Kevin Mark Kallenbach, 21 DB 2013 and 150 DB 2013 (D.Bd. Rpt. 2/26/2015) (S.Ct. Order 5/11/2015), respondent was suspended for one year and one day, stayed in its entirety, with two years of probation with a practice monitor for neglect, failure to communicate, and failure to respond to the Office of Disciplinary Counsel's request to provide an explanation for his behavior. Respondent Kallenbach had a prior history of discipline. He had received a private reprimand in 2006 and a public reprimand with one year of probation and a practice monitor in 2013.

Quinn, Gomolchak and Kallenbach provide support for a suspension of one year and one day, stayed in its entirety, with Respondent being placed on two years of probation with conditions.

WHEREFORE, Petitioner and Respondent respectfully request that pursuant to Pa.R.D.E. 215(e) and 215(g), a three member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent and file a recommendation with the Supreme Court of Pennsylvania that Respondent be suspended for one year and one day, stayed in its entirety, with probation for two years subject to the following conditions:

- a. Jose Constantino Campos, Esquire, will be appointed as a practice monitor to monitor Respondent in regard to Respondent's management of his law practice.
- b. Mr. Campos will do the following during the period of

Respondent's probation:

- i. meet with Respondent on a biweekly basis (every other week) either virtually or in person;
- ii. obtain a status of each of Respondent's cases as well as discuss, examine and review each case with Respondent, which will include, *inter alia*, the type of case, confirmation that each file has a fee agreement and a conflict check was performed, all pending deadlines, all discovery requests, and all client communications to ensure that Respondent responds timely to his clients' requests;
- iii. discuss with Respondent any attorney/client concerns, outstanding requests from clients or families, payment status for each case, and scheduling of client meetings/visitations if required;
- iv. examine Respondent's law office organization and procedures;
- v. ensure that Respondent has worked on cases in a reasonably prompt and diligent manner; and
- vi. shall file quarterly written reports with the Prothonotary's Office in which Mr. Campos will note the following:
 - a. whether he met with Respondent bi-weekly as required and whether those meetings were in

person or remotely;

- b. whether Respondent made his case files available to Mr. Campos for inspection and review;
 - c. whether Respondent has abided by the Rules of Professional Conduct; and
 - d. whether Mr. Campos has any concerns about Respondent's law practice.
- c. During the probationary period, Mr. Campos will have access to all of Respondent's files at all times via a G drive or some other electronic method.
 - d. During the first twelve months of the probationary period, Respondent shall make monthly payments in the amount of \$458.33 for a total of \$5,500 to Mr. Holder, and provide proof to Disciplinary Counsel when each payment is forwarded to Mr. Holder.²
 - e. Respondent understands and agrees that his conduct during the probationary period must conform with the Rules of Professional Conduct and the Pennsylvania Rules of Disciplinary Enforcement.

² The final payment to be \$458.37.

- f. Any failure by Respondent to comply with the terms of his probation shall result in his immediate transfer to suspended status for the remainder of the two-year term, and he shall be required to file a petition and proceed to a hearing prior to any reinstatement. See Pa.R.D.E. 218(a)(1).

Respectfully and jointly submitted,

OFFICE OF DISCIPLINARY COUNSEL

THOMAS J. FARRELL
CHIEF DISCIPLINARY COUNSEL

By Gloria Randall Ammons
Gloria Randall Ammons
Disciplinary Counsel

By Samuel C. Stetson
Samuel C. Stetson, Esquire
Counsel for Respondent

By Evan T.L. Hughes
Evan T.L. Hughes
Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL:

Petitioner :
: No. 40 DB 2022
v. :
: Atty. Reg. No. 93214
EVAN T.L. HUGHES, :
Respondent : (Philadelphia)

VERIFICATION

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

10/24/2022
Date

Gloria Randall Ammons
Gloria Randall Ammons
Disciplinary Counsel

10/21/22
Date

Samuel C. Stretton
Samuel C. Stretton, Esquire
Counsel for Respondent

10/19/22
Date

Evan Hughes
Evan T.L. Hughes
Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :

Petitioner :

: No. 40 DB 2022

v. :

: Atty. Reg. No. 93214

EVAN T.L. HUGHES, :

Respondent : (Philadelphia)

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

Respondent, Evan T.L. Hughes, hereby states that he consents to the imposition of a suspension of two years as set forth in the Joint Petition, as jointly recommended by the Petitioner and Respondent in the Joint Petition in Support of Discipline on Consent, and further states that:

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

2. He is aware that there is presently pending a proceeding at No. 40 DB 2022 involving allegations that he has been guilty of misconduct as set forth in the Joint Petition;

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

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

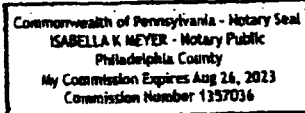

Evan T.L. Hughes
Respondent

Sworn to and subscribed

before me this 21

day of October, 2022.


Notary Public



CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Office of Disciplinary Counsel

Signature: Gloria Randall Ammons

Name: Gloria Randall Ammons

Attorney No. (if applicable): 57701