

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL : No. 139 DB 2023
Petitioner :
v. : File No. C2-22-480
: Attorney Registration No. 58730
CRAIG THOMAS HOSAY :
Respondent : (Montgomery County)

ORDER

AND NOW, this 2nd day of November, 2023, in accordance with Rule 208(a)(5), Pa.R.D.E., the determination by a Review Panel of the Disciplinary Board of the above captioned matter is accepted; and it is

ORDERED that the said CRAIG THOMAS HOSAY be subjected to a PUBLIC REPRIMAND by the Disciplinary Board of the Supreme Court of Pennsylvania as provided in Rule 204(a) and Rule 205(c)(8) of the Pennsylvania Rules of Disciplinary Enforcement. Costs shall be paid by the Respondent.

BY THE BOARD:



Board Chair

TRUE COPY FROM RECORD

Attest:



Marcee D. Sloan
Board Prothonotary
The Disciplinary Board of the
Supreme Court of Pennsylvania

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OFFICE OF DISCIPLINARY COUNSEL,	:	No. 139 DB 2023
Petitioner	:	
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	:	Attorney Registration No. 58730
CRAIG THOMAS HOSAY,	:	
Respondent	:	(Montgomery County)

PUBLIC REPRIMAND

Craig Thomas Hosay, you appear before the Disciplinary Board for the imposition of a Public Reprimand ordered by the Board on November 2, 2023. By letter of that same date, the Board notified you of the disposition of this matter and further notified you of your opportunity to demand as of right the institution of formal charges within twenty days of the date of notification. You did not demand the institution of formal charges; therefore, you accept this public reprimand.

It is an unpleasant task to publicly reprimand one who has been granted the privilege of membership in the bar of the Commonwealth. Yet as repugnant as this task may be, it has been found necessary that you receive this public discipline.

Attorney Hosay, the record shows that in January 2018, you were retained to represent Betty and James Leahy in a slip and fall matter. You had not regularly represented the Leahys, but failed to provide them with a written fee agreement that communicated the basis or rate of your fee. You took initial steps in the early stages of the lawsuit and by Spring 2020, counsel began scheduling depositions in the matter. From March 2020 through September 2020, you failed to respond to several requests from opposing counsel to schedule the Leahys' deposition. Due to your failure to

respond, opposing counsel filed a motion to compel depositions, which the court granted on November 25, 2020. According to the order, the depositions had to be taken by December 15, 2020. This did not occur, and opposing counsel filed a motion for sanctions and to dismiss the complaint with prejudice. However, the court granted a motion to extend case management deadlines and extended the discovery deadlines to March 31, 2021. You continued to fail to respond to opposing counsel's request to schedule the depositions. In July 2021, the court stated that the discovery dispute and request for sanctions had been resolved by Agreed Order, which provided that the depositions were to take place within 30 days. On August 26, 2021, your clients were deposed.

From the end of August 2021 through July 2022, you ceased all communications with your clients. By letter to Mrs. Leahy dated December 30, 2021, Nationwide Insurance stated, among other things, that it would be sending you a \$25,000 payment to settle Mrs. Leahy's general liability claim. You authorized a settlement without first notifying the Leahys about the offer and obtaining their authority to accept the settlement. You received the check but did not notify Mrs. Leahy or provide her with the check. Mr. Leahy communicated with you on several occasions between March 2022 and April 2022 about the settlement and Medicare issues. You failed to respond. On May 20, 2022, you executed and filed an Order to Settle, Discontinue and End the Leahy Civil Matter, but still never informed your clients of the status of their matter. In response to an email from Mr. Leahy on July 14, 2022, you apologized that you had been out of touch and stated that you has been experiencing serious medical issues and had been receiving treatment. Thereafter, you again ceased communications with your clients. The \$25,000 settlement check expired because it had not been negotiated

within a certain period of time. Starting in October 2022, the Leahys had other counsel resolve the Medicare lien and obtain a new settlement, due to your abandonment of representation. You later failed to respond to Office of Disciplinary Counsel's request for a statement of your position in this matter.

By your conduct, you violated the following Pennsylvania Rules of Professional Conduct ("RPC"):


1. RPC 1.1 – A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.
2. RPC 1.2(a) - A lawyer shall abide by a client's decision concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is implicitly authorized to carry out the representation. A lawyer shall abide by a client's decisions whether to settle a matter.
3. RPC 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client.
4. RPC 1.4(a)(1) – A lawyer shall promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules.
5. RPC 1.4(a)(2) – A lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished.

6. RPC 1.4(a)(3) – A lawyer shall keep the client reasonably informed about the status of the matter.
7. RPC 1.4(a)(4) – A lawyer shall promptly comply with reasonable requests for information.
8. RPC 1.4(b) – A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.
9. RPC 1.5(b) – When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client, in writing, before or within a reasonable time after commencing the services.
10. RPC 1.5(c) – A contingent fee shall be in writing and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated.
11. RPC 1.15(d) – Upon receiving Rule 1.15 funds or property which are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person.
12. RPC 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.
13. RPC 1.16(a)(2) – A lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer’s physical or mental condition materially impairs the lawyer’s ability to represent the client.
 14. RPC 1.16(c) – A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation.
 15. RPC 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.
 16. RPC 3.2 – A lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client.
 17. RPC 8.4(d) – It is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

Attorney Hosay, your conduct in this matter is public. This Public Reprimand is a matter of public record and shall be posted on the Disciplinary Board’s website at www.padisciplinaryboard.org.

It is the Board's duty to reprimand you for your misconduct. We note that you have been admitted to the bar of this Commonwealth since 1990 and have no record of discipline. Please be aware that any subsequent violations on your part can only result in further discipline and more severe sanctions. We sincerely hope that you will conduct yourself in such a manner that future disciplinary action will be unnecessary.



Designated Member
The Disciplinary Board of the
Supreme Court of Pennsylvania

Administered by a designated panel of three Members of The Disciplinary Board of the Supreme Court of Pennsylvania on March 8, 2024.