

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1989 Disciplinary Docket No. 3
Petitioner :
 :
v. : No. 59 DB 2013 and File No. C1-13-616
 :
 :
RANDOLPH C. SMITH, : Attorney Registration No. 45332
Respondent : (Philadelphia)

ORDER

PER CURIAM:

AND NOW, this 10th day of April, 2014, there having been filed with this Court by Randolph C. Smith his verified Statement of Resignation dated January 29, 2014, stating that he desires to resign from the Bar of the Commonwealth of Pennsylvania in accordance with the provisions of Rule 215, Pa.R.D.E., it is

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

A True Copy Patricia Nicola
As Of 4/10/2014

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

**BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL	:	No. 1989 Disciplinary Docket No. 3
Petitioner	:	
	:	No. 59 DB 2013 & File No. C1-13-616
v.	:	
	:	Attorney Registration No. 45332
RANDOLPH C. SMITH	:	
Respondent	:	(Philadelphia)

RESIGNATION BY RESPONDENT

Pursuant to Rule 215
of the Pennsylvania Rules of Disciplinary Enforcement

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1989 Disc. Dkt. No. 3
Petitioner :
: ODC File No. C1-12-789,
: No. 59 DB 2013;
: ODC File No. C1-13-616
v. :
: Atty. Reg. No. 45332
RANDOLPH C. SMITH, :
Respondent : (Philadelphia)

RESIGNATION
UNDER Pa.R.D.E. 215

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

1. He was admitted to the bar of the Commonwealth of Pennsylvania on November 26, 1985. His attorney registration number is 45332. He is currently on suspended status, having been temporarily suspended from the practice of law by an Order of the Supreme Court of Pennsylvania dated November 7, 2013. A true and correct copy of the November 7, 2013 Order is attached hereto, made a part hereof, and marked "Exhibit A."

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

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

4. He is aware that there is presently pending a disciplinary proceeding involving allegations that he has been guilty of misconduct, the nature of which allegations have been made known to him by his receipt and review of the Petition for Discipline ("the Petition") filed with the Disciplinary Board Secretary's Office and docketed at 59 DB 2013, and one day of hearing concerning the Petition held on September 6, 2013. A true and correct copy of the Petition is attached hereto, made a part hereof, and marked "Exhibit B."

5. In his Answer to the Petition filed with the Disciplinary Board Secretary's office pursuant to Pa.R.D.E. 208(b)(3), he has admitted violating the Rules charged in the Petition, namely, Rules of Professional Conduct 1.2(a), 1.4(a)(2), 1.4(b), 4.1(a), 8.4(a), and 8.4(c).

6. He is aware that there is an investigation into allegations that he has been guilty of misconduct relating

to: 1) an unrelated complaint filed on June 27, 2013, by Robert Haviland and docketed at No. C1-13-616; and 2) misappropriation of fiduciary funds from clients, which misconduct came to light during the September 6, 2013 hearing on the Petition. The nature of the aforementioned allegations of misconduct have been made known to him by his receipt, review, and execution of a Joint Stipulations of Fact and Law, the original of which is attached hereto, made a part hereof, and marked "Exhibit C."

7. He acknowledges that the factual allegations as contained in Exhibits B and C are true.

8. He submits the within resignation because he knows that he could not successfully defend himself against the allegations of professional misconduct set forth in Exhibits B and C.

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

10. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has retained, consulted with and acted upon the advice of counsel, Samuel C. Stretton,

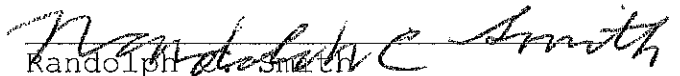
Esquire, in connection with his decision to execute the within resignation.

11. He requests that his disbarment be made retroactive to November 7, 2013, the date that the temporary suspension Order was entered. He has been advised that the Office of Disciplinary Counsel does not oppose his request. He understands that the decision to grant his request lies solely within the discretion of the Supreme Court of Pennsylvania.

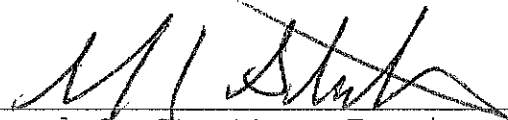
12. He is aware that under Enforcement Rule 215(c)(5), this Resignation Statement will be public.

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

Signed this 29 day of January, 2014.


Randolph C. Smith

WITNESS:


Samuel C. Stretton, Esquire
Counsel for Respondent

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1989 Disciplinary Docket No. 3
Petitioner :
 : No. 59 DB 2013
v. :
 : Attorney Registration No. 45332
RANDOLPH C. SMITH, :
Respondent : (Philadelphia)


ORDER

PER CURIAM:

AND NOW, this 7th day of November, 2013, the Joint Petition to Temporarily Suspend an Attorney is granted and it is hereby ORDERED that Randolph C. Smith is placed on temporary suspension pursuant to Rule 208(f), Pa.R.D.E., until further definitive action by this Court. It is further ORDERED that respondent shall comply with all the provisions of Rule 217, Pa.R.D.E.

This Order constitutes an imposition of public discipline within the meaning of Rule 402, Pa.R.D.E., pertaining to confidentiality.

A True Copy Patricia Nicola
As Of 11/7/2013

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

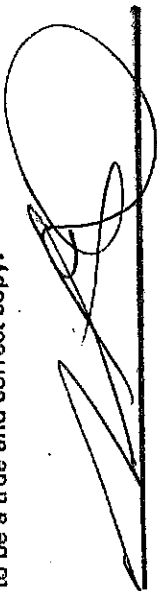
OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: No. 59 DB 2013
v. :
: Atty. Reg. No. 45332
RANDOLPH C. SMITH, :
Respondent : (Philadelphia)

PETITION FOR DISCIPLINE

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Esquire, Chief Disciplinary Counsel ("CDC"), and by Richard Hernandez, Esquire, Disciplinary Counsel, files the within Petition for Discipline and charges Respondent, Randolph C. Smith, with professional misconduct in violation of the Rules of Professional Conduct ("RPC") as follows:

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, with the power and duty to investigate all matters involving alleged misconduct of an

WE HEREBY CERTIFY AND WARRANT
to be a true and correct copy.



FILED

JUN 14 2013

Office of the Secretary
The Disciplinary Board of the
Supreme Court of Pennsylvania

attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings brought in accordance with the various provisions of said Rules of Disciplinary Enforcement.

2. Respondent, Randolph C. Smith, was born on January 28, 1956, and was admitted to practice law in the Commonwealth on November 26, 1985. According to attorney registration records, Respondent's public access address is 1819 JFK Boulevard, Suite 400, Philadelphia, PA 19103. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

CHARGE

3. On November 29, 2011, Ms. Sungboon Jo was in a motor vehicle accident.

a. Ms. Jo was injured as a result of the accident.

4. On January 25, 2012, Ms. Jo retained Respondent to represent her in an effort to recover damages for the personal injuries she sustained during the November 29, 2011 accident.

a. The Contingent Fee Agreement signed by Ms. Jo provided that Respondent would receive a contingent fee of 33 and 1/3% of any

recovery by award or settlement (although the fee agreement inconsistently states that Ms. Jo will receive "67%").

5. Sometime in July 2012, Respondent settled Ms. Jo's accident case for \$13,000.00 by informing Douglas J. Althen, Claim Representative with The Hartford Insurance Company ("The Hartford"), which was the tortfeasor's insurance carrier, that Ms. Jo had agreed to settle her accident case for that amount.

6. Ms. Jo had not authorized Respondent to settle her accident case.

7. Ms. Jo had not authorized Respondent to settle for \$13,000.00.

8. Respondent knew that Ms. Jo had not authorized Respondent to settle her accident case for \$13,000.00.

9. On July 12, 2012, Respondent received a four-page facsimile transmission from Mr. Althen.

a. On the cover page for the facsimile transmission, Mr. Althen stated that "in accordance with your agreement to settle the above-referenced matter, enclosed please find a Release and Settlement Agreement for

the amount of \$13,000.00 representing full and final settlement of this claim."

- b. Mr. Althen was referring to Ms. Jo's claim arising from the November 29, 2011 accident.
- c. Respondent received from Mr. Althen the Release and Settlement Agreement ("the Release").

10. On July 12, 2012, Respondent:

- a. placed Ms. Jo's signature and address on the Release;
- b. signed the Release as a witness;
- c. had another individual sign the Release as a witness; and
- d. had the Release notarized by Ms. Karen T. Whalin, which notarization falsely stated that Ms. Jo personally appeared before her.

11. Ms. Jo had not authorized Respondent to place her signature on the Release.

12. Respondent sent the Release, purportedly signed by Ms. Jo, to Mr. Althen.

13. On July 16, 2012, The Hartford issued a \$13,000.00 check made payable to Respondent and Ms. Jo.

14. Without Ms. Jo's knowledge and authorization, Respondent placed his and Ms. Jo's signatures on the back of the \$13,000.00 check that Respondent received from The Hartford.

15. Respondent deposited the \$13,000.00 check into an escrow account he maintained with PNC Bank.

16. By letter dated July 23, 2012, addressed to Ms. Jo, Respondent, *inter alia*:

- a. advised that he had received a settlement check for her accident case; and
- b. requested that she contact him and make an appointment so that he could make a distribution to her.

17. By letter dated August 2, 2012, sent to Ms. Jo, Respondent, *inter alia*:

- a. enclosed check number 1953, made payable to Ms. Jo in the amount of \$10,400.00, which was drawn on Respondent's escrow account;
- b. provided Ms. Jo with a copy of the \$13,000.00 check he had received from The Hartford;

- c. enclosed two copies of a document titled "Settlement Summary of Distribution Sheet" ("the Distribution Sheet");
- d. requested that Ms. Jo sign and date the Distribution Sheets and return one to him in a self-addressed envelope that he had provided; and
- e. explained his reasons for settling Ms. Jo's accident case for \$13,000.00.

18. By letter dated August 7, 2012, addressed to Respondent, Ms. Jo, *inter alia*:

- a. notified Respondent that his services were terminated and that he was not to contact her;
- b. advised Respondent that she had retained another attorney, who would contact him for the purpose of retrieving the legal file for her accident case; and
- c. expressed her wonderment as to how Respondent could send her a check in settlement of her accident case.

19. By letter dated August 9, 2012, Respondent acknowledged receipt of Ms. Jo's August 7, 2012 letter and

inquired if she would be returning check number 1953 or if she wanted him to have a stop payment placed on that check.

20. By letter dated August 30, 2012, sent to Frederic I. Weinstein, Esquire, the attorney whom Ms. Jo retained to handle her accident case, Respondent, *inter alia*:

- a. enclosed the legal file for Ms. Jo's accident case; and
- b. advised that The Hartford agreed to rescind and void the \$13,000.00 settlement.

21. By his conduct as alleged in Paragraphs 3 through 20 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.2(a), which states that subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal

case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify;

- b. RPC 1.4(a)(2), which states that a lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished;
- c. 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;
- d. RPC 4.1(a), which states that in the course of representing a client a lawyer shall not knowingly make a false statement of material fact or law to a third person;
- e. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or

induce another to do so, or do so through the acts of another; and

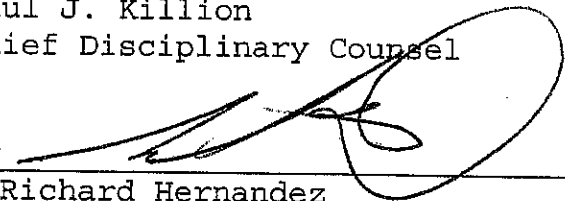
- f. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

WHEREFORE, Petitioner prays that your Honorable Board appoint, pursuant to Rule 205, Pa.R.D.E., a Hearing Committee to hear testimony and receive evidence in support of the foregoing charges and upon completion of said hearing to make such findings of fact, conclusions of law, and recommendations for disciplinary action as it may deem appropriate.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

Paul J. Killion
Chief Disciplinary Counsel

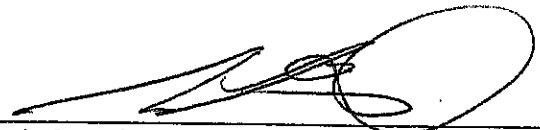
By 
Richard Hernandez
Disciplinary Counsel
Attorney Registration No. 57254

Seven Penn Center, 16th Floor
1635 Market Street
Philadelphia, PA 19103
(215) 560-6296

VERIFICATION

I, Richard Hernandez, Disciplinary Counsel, verify that the statements made in the foregoing Petition for Discipline are true and correct to the best of my knowledge, information and belief and are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

June 11, 2013
Date


Richard Hernandez
Disciplinary Counsel

brought in accordance with the various provisions of said Rules of Disciplinary Enforcement.

2. Respondent, Randolph C. Smith, was born on January 28, 1956, and was admitted to practice law in the Commonwealth on November 26, 1985. According to attorney registration records, Respondent's public access address is 90 Ridings Way, Ambler, PA 19002. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

The Haviland Complaint (C1-13-616)

3. On January 14, 2013, Mr. Robert Haviland filed a *pro se* Post Conviction Relief Act Petition ("the PCRA Petition") with the Court of Common Pleas in Schuylkill County in connection with two criminal cases captioned ***Commonwealth of Pennsylvania v. Robert Haviland***, Docket Numbers CP-54-CR-0000218-2011 and CP-54-CR-0000421-2011 ("the PCRA cases").

a. The PCRA Petition was assigned to the Honorable John E. Domalakes.

4. Judge Domalakes appointed Mark Arnold Barket, Esquire, to represent Mr. Haviland in the PCRA cases.

5. On January 30, 2013, the Commonwealth filed with the court its Answer to the PCRA Petition.

6. On February 26, 2013, the PCRA court held a hearing on the PCRA Petition.

7. On March 13, 2013, Mr. Barket filed with the court a Motion to Withdraw as Counsel and a "no merit" letter.

8. On March 15, 2013, Judge Domalakes filed an Opinion and Order in which he:

- a. denied the PCRA petition; and
- b. advised Mr. Haviland that he had a right to appeal the March 15, 2013 Order by filing an appeal to the Superior Court of Pennsylvania within 30 days of the date of the March 15, 2013 Order.

9. Mr. Haviland decided to file an appeal from the March 15, 2013 Order.

10. Mr. Haviland knew Arthur R. Braitman, Esquire.

- a. Mr. Haviland had previously retained Mr. Braitman to represent him for injuries Mr. Haviland sustained in an automobile accident that occurred on January 13, 2011, in Pottsville, Pennsylvania.
- b. Sometime in 2012, Mr. Braitman settled Mr. Haviland's automobile accident case for

\$37,500.00.

- c. In March 2013, Mr. Braitman remained in possession of Mr. Haviland's share of the settlement proceeds from the automobile accident case.

11. On or about April 10, 2013, Mr. Haviland had a telephone conversation with Mr. Braitman and requested that Mr. Braitman assist him in locating an experienced criminal defense attorney whom Mr. Haviland might retain for the purpose of appealing Judge Domalakes' March 15, 2013 order.

- a. Mr. Haviland authorized Mr. Braitman to use no more than \$1,000.00 from Mr. Haviland's share of the settlement proceeds from the automobile accident case to retain an attorney.

- b. Mr. Haviland informed Mr. Braitman that the deadline to locate an attorney was April 15, 2013.

12. Respondent and Mr. Braitman have known one another since 1987.

13. On April 10, 2013, Mr. Braitman called Respondent to inquire if Respondent was willing to represent Mr. Haviland in pursuing an appeal from an Order denying Mr.

Haviland's PCRA Petition.

14. Respondent agreed to represent Mr. Haviland, but requested the payment of \$9,000.00.

15. Mr. Braitman agreed to pay Respondent \$9,000.00 from Mr. Haviland's share of the settlement proceeds from the automobile accident case.

a. Respondent agreed to pay Mr. Braitman a referral fee equal to 20% of the \$9,000.00 payment Respondent was to receive from Mr. Braitman.

16. By letter dated April 10, 2013, sent by Mr. Braitman to Mr. Haviland, Mr. Braitman, *inter alia*:

a. confirmed that he had a telephone conversation with Mr. Haviland in which Mr. Haviland asked Mr. Braitman to "get an attorney to represent" Mr. Haviland in a "PCRA appeal";

b. stated that he had spoken with Respondent and that Respondent had agreed to represent Mr. Haviland for the sum of \$9,000.00;

c. requested that Mr. Haviland send a letter to Mr. Braitman confirming that Mr. Haviland gave Mr. Braitman permission to pay

Respondent \$9,000.00; and

- d. requested that Mr. Haviland send a letter to Respondent stating that Mr. Haviland has agreed to accept Respondent's representation.

17. On April 11, 2013, Respondent received a \$9,000.00 check made payable to him from Mr. Braitman drawn on Mr. Braitman's IOLTA account.

18. Respondent deposited the \$9,000.00 check into the IOLTA account he maintained with PNC Bank, account number xx-xxxx-9359 ("the IOLTA account").

19. On April 12, 2013, Respondent wrote check number 1985, made payable to him, in the amount of \$7,200.00.

- a. That same day, Respondent negotiated check number 1985.

20. By letter dated April 12, 2013, sent by Respondent to Mr. Haviland, Respondent, *inter alia*:

- a. stated that with Mr. Haviland's permission, Mr. Braitman had retained Respondent "to file a PCRA appeal"; and
- b. advised that "in return for the \$9,000.00 that I have received as a retainer, I will be filing the PCRA appeal, spending a day

visiting you and obtaining copies of the entire file from Schuylkill County, PA and filing any of subsequent appeals."

21. On April 13, 2013, Respondent wrote check number 1984, made payable to Mr. Braitman, in the amount of \$1,800.00.

a. Respondent wrote on the memo portion of the check the following: "Referral Fee Robert Haviland."

b. Mr. Braitman negotiated this check on April 18, 2013.

22. Respondent failed to advise Mr. Haviland that Respondent had:

a. divided the \$9,000.00 retainer with Mr. Braitman by paying Mr. Braitman the sum of \$1,800.00; and

b. expended the \$7,200.00 he withheld from the \$9,000.00 retainer.

23. Respondent failed to ascertain that Mr. Haviland had no objection to Respondent's paying a referral fee of \$1,800.00 to Mr. Braitman before Respondent paid Mr. Braitman a referral fee.

24. Respondent failed to obtain Mr. Haviland's

informed consent, in writing, to Respondent's immediately expending the entire retainer before Mr. Haviland had expressly agreed to retain Respondent and Respondent had performed any legal service.

25. Respondent failed to provide Mr. Haviland with a written fee agreement.

26. By letter dated April 16, 2013, sent by Mr. Haviland to Respondent, Mr. Haviland, *inter alia*:

- a. stated that he had not authorized Mr. Braitman to pay Respondent \$9,000.00; and
- b. requested that Respondent return the \$9,000.00 payment he had received from Mr. Braitman immediately.

27. Respondent received this letter.

28. By letter dated April 17, 2013, sent by Mr. Haviland to Mr. Braitman, Mr. Haviland, *inter alia*:

- a. stated that he had not authorized Mr. Braitman to pay Respondent \$9,000.00; and
- b. advised Mr. Braitman that he had written a letter to Respondent requesting that Respondent return the \$9,000.00 payment he had received from Mr. Braitman.

29. On April 17, 2013, Mr. Haviland filed a *pro se*

appeal from Judge Domalakes' March 15, 2013 Order with the Superior Court of Pennsylvania.

- a. The appeal was docketed at 690 MDA 2013 ("the PCRA appeal").
- b. Mr. Haviland also filed with Judge Domalakes a Petition for Appointment of Counsel.

30. On April 19, 2013, Judge Domalakes entered an Order appointing counsel to represent Mr. Haviland in the PCRA appeal.

- a. Julie A. Werdt, Esquire, was appointed to represent Mr. Haviland in the PCRA appeal.

31. By letter dated April 21, 2013, sent by Mr. Haviland to Respondent, Mr. Haviland, *inter alia*:

- a. acknowledged receipt of Respondent's April 12, 2013 letter;
- b. stated that he had filed the PCRA appeal; and
- c. expressed his opinion that the fee Respondent was charging was "unreasonable" and that he was not willing to pay Respondent \$9,000.00 for representation in the PCRA appeal.

32. Respondent received this letter.

33. By letter dated April 23, 2013, sent by Mr. Haviland to Mr. Braitman, Mr. Haviland, *inter alia*:

- a. acknowledged receipt of Mr. Braitman's April 10, 2013 letter;
- b. reiterated that he had not authorized Mr. Braitman to pay Respondent \$9,000.00;
- c. advised that he had received a letter from Respondent acknowledging receipt of the \$9,000.00 retainer from Mr. Braitman; and
- d. advised Mr. Braitman that he had expected the return of the \$9,000.00 payment immediately or he would press criminal charges against Mr. Braitman and Respondent.

34. By letter dated April 24, 2013, sent by Mr. Haviland to Mr. Braitman, and copied to Respondent, Mr. Haviland, *inter alia*:

- a. stated that he did not consent to Mr. Braitman's paying Respondent \$9,000.00 to handle the PCRA appeal;
- b. advised that he was satisfied with court-appointed counsel for the PCRA appeal; and
- c. requested that Mr. Braitman "regain control" of the \$9,000.00 that was paid to

Respondent.

35. Respondent received this letter.

36. By letter dated April 27, 2013, sent by Mr. Braitman to Respondent, Mr. Braitman, *inter alia*:

- a. confirmed that he had left Respondent a voicemail message that day regarding Respondent's representation of Mr. Haviland in the PCRA appeal;
- b. stated that it "has become crystal clear that Robert Haviland has either never hired you to represent" him in the PCRA appeal or "if he has hired you, he has explicitly discharged you effective immediately upon receiving [Mr. Braitman's] letter informing him of this development";
- c. noted that Mr. Haviland had not signed Respondent's "retainer agreement"; and
- d. requested that Respondent "kindly return the \$9000 to me immediately."

37. Respondent received this letter.

38. At no time did Respondent enter his appearance in the appeal that was docketed at 690 MDA 2013.

39. At no time did Respondent do any work on the

appeal that was docketed at 690 MDA 2013.

40. By letter dated September 3, 2013, sent by Respondent to Mr. Braitman, Respondent, *inter alia*:

- a. enclosed a check in the amount of \$7,200.00 made payable to Mr. Haviland; and
- b. stated that he "had given [Mr. Braitman] a 20% referral fee of the total \$9,000.00 that [Respondent] had received and [Mr. Braitman] indicated that [he would] be putting the \$1,800.00 that [he] received in cash as a referral/forwarding fee ... so as to make Mr. Haviland whole."

41. Respondent forwarded the \$7,200.00 check to Mr. Braitman for transmittal to Mr. Haviland after Respondent and his counsel, Samuel C. Stretton, Esquire, participated in a conference call with Disciplinary Counsel Richard Hernandez, during which a discussion ensued regarding Mr. Haviland's disciplinary complaint and Disciplinary Counsel Hernandez advised that Respondent had received a \$9,000.00 retainer for representing Mr. Haviland in the PCRA appeal when Mr. Haviland was being represented in that matter by court-appointed counsel.

42. By his conduct as alleged in Paragraphs 3 through

41 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.5(b), which states that 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 representation;
- b. RPC 1.5(e), which states that a lawyer shall not divide a fee for legal services with another lawyer who is not in the same firm unless: (1) the client is advised of and does not object to the participation of all the lawyers involved, and (2) the total fee of the lawyers is not illegal or clearly excessive for all legal services they rendered the client;
- c. RPC 1.15(e), which states that 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;

- d. RPC 1.15(i), which states that 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; and
- e. RPC 1.16(d), which states that 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.

**MISAPPROPRIATION OF CLIENT FUNDS DEPOSITED
INTO THE IOLTA ACCOUNT**

43. At all times relevant hereto, Respondent maintained an IOLTA account with PNC Bank and used that account to hold fiduciary funds.

a. Respondent had sole signature authority for the IOLTA account.

44. For the majority of the period from July 15, 2008, through August 29, 2013, Respondent failed to maintain fiduciary funds he deposited into the IOLTA account inviolate in that on numerous occasions, he failed to hold in the IOLTA account an amount equal to the fiduciary funds entrusted to him.

a. During this period, Respondent knowingly

misappropriated funds belonging to his clients.

- b. The misappropriated funds include the \$9,000.00 that Respondent received from Mr. Braitman. (See paragraphs 17-19, *supra*)
- c. Attached collectively as Exhibit ODC-1 are select pages from a client chart that show activity in the IOLTA account from January 1, 2008 through August 30, 2013, namely, the amount of funds that Respondent was entrusted to hold in the IOLTA account, the account balance in the IOLTA account, and the difference between the amount of funds Respondent was required to hold in trust and the account balance.

45. From July 15, 2008 through December 31, 2008 (excluding ten days in August), Respondent failed to hold sufficient funds in the IOLTA account to meet obligations owed to clients.

- a. During this period, the highest amount that Respondent's IOLTA account was out of trust was \$10,809.21.

46. From January 1, 2009, through December 31, 2009 (excluding three days in March, one day in August, and fourteen days in September), Respondent failed to hold sufficient funds in the IOLTA account to meet obligations owed to clients.

- a. During this period, the highest amount that Respondent's IOLTA account was out of trust was \$30,812.91.

47. From January 1, 2010, through December 31, 2010 (excluding four days in December), Respondent failed to hold sufficient funds in the IOLTA account to meet obligations owed to clients.

- a. During this period, the highest amount that Respondent's IOLTA account was out of trust was \$30,816.40.

48. From January 1, 2011, through December 31, 2011 (excluding seven days in January, the entire month of February, seventeen days in March, one day in August, two days in September, one day in October, and one day in November), Respondent failed to hold sufficient funds in the IOLTA account to meet obligations owed to clients.

- a. During this period, the highest amount that Respondent's IOLTA account was out of trust was \$3,811.50.

49. From January 1, 2012, through October 11, 2012 (excluding one day in July and twenty-eight days in August), Respondent failed to hold sufficient funds in the IOLTA account to meet obligations owed to clients.

- a. During this period, the highest amount that Respondent's IOLTA account was out of trust was \$8,096.19.

50. From April 12, 2013, through August 29, 2013, Respondent failed to hold sufficient funds in the IOLTA account to meet obligations owed to clients.

- a. During this period, the highest amount that Respondent's IOLTA account was out of trust was \$8,997.60.

51. By his conduct as alleged in Paragraphs 43 through 50 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.15(a) (effective 4/23/05, superseded effective 9/20/08), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's

possession in connection with a client-lawyer relationship separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded. Complete records of the receipt, maintenance and disposition of such property shall be preserved for a period of five years after termination of the client-lawyer relationship or after distribution or disposition of the property, whichever is later;

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

client or third person, shall promptly render a full accounting regarding such property;

c. RPC 1.15(b)(effective 9/20/08), which states that 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;

d. RPC 1.15(e)(effective 9/20/08), which states that 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; and
- e. RPC 8.4(c), which states that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

IMPROPER SOLICITATION OF CLIENTS AND SHARING OF LEGAL FEES WITH NONLAWYERS

52. At all times relevant hereto, Respondent maintained an operating account for the private practice of law with PNC Bank, account number xx-xxxx-8789 ("the operating account").

53. From 2008 through 2012, Respondent made total payments of \$93,121.13 to Sothia Kien, Charlie Ly, Eunjin Kim, and Eunice Cho for having solicited professional employment on behalf of Respondent from various individuals with whom Respondent had no family, close personal, or prior professional relationship.

- a. Respondent pursued personal injury claims on behalf of the clients procured for him by Sothia Kien, Charlie Ly, Eunjin Kim, and Eunice Cho.

54. In 2008 through 2011, Respondent made payments to Sothia Kien by checks drawn on the IOLTA account and the operating account that totaled \$66,753.63.

55. In 2008, 2009, 2010, and 2012, Respondent made payments to Charlie Ly by checks drawn on the IOLTA account and the operating account that totaled \$22,652.50.

56. In 2010 through 2012, Respondent made payments to Eunjin Kim by checks drawn on the IOLTA account and the operating account that totaled \$2,190.00.

57. In 2012, Respondent made payments to Eunice Cho by checks drawn on the IOLTA account and the operating account that totaled \$1,525.00.

58. In at least three legal matters, Respondent shared legal fees with Sothia Kien.

a. Respondent shared the legal fees he received in matters involving clients Toan Ngoc Nguyen, Simon T. Nguyen, and Kinh Pham.

59. In at least one legal matter, Respondent shared legal fees with Charlie Ly.

a. Respondent shared the legal fees he received in a matter involving client Chau Tran.

60. In at least one legal matter, Respondent shared legal fees with Eunjin Kim.

- a. Respondent shared the legal fees he received in a matter involving clients Bolam Sung and Soon Yong Sung.

61. By his conduct as alleged in Paragraphs 52 through 60 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 5.4(a), which states that a lawyer or law firm shall not share legal fees with a nonlawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that portion of the total compensation which fairly represents the services rendered by the deceased lawyer; (3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is

based in whole or in part on a profit-sharing arrangement; (4) a lawyer or law firm may purchase the practice of another lawyer or law firm from an estate or other eligible person or entity consistent with Rule 1.17; and (5) a lawyer may share court-awarded legal fees with a nonprofit organization that employed, retained or recommended employment of the lawyer in the matter;

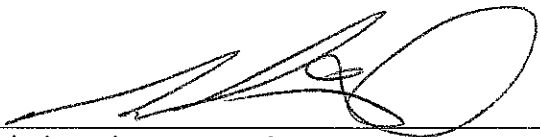
- b. RPC 7.3(a), which states that a lawyer shall not solicit in-person or by intermediary professional employment from a person with whom the lawyer has no family or prior professional relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain, unless the person contacted is a lawyer or has a family, close personal, or prior professional relationship with the lawyer. The term "solicit" includes contact in-person, by telephone or by real-time electronic communication, but, subject to the requirements of Rule 7.1 and

Rule 7.3(b), does not include written communications, which may include targeted, direct mail advertisements; and

- c. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.

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

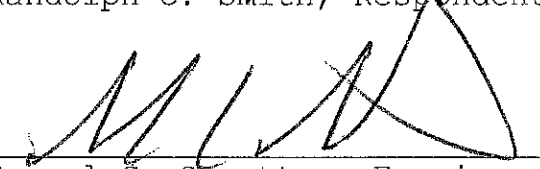
1/24/2014
Date


Richard Hernandez
Disciplinary Counsel

1/29/2014
Date


Randolph C. Smith, Respondent

1/29/2014
Date


Samuel C. Stretton, Esquire
Counsel for Respondent

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 1 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
16,791.97	16,800.04	8.07	08-01-01
16,561.97	16,570.04	8.07	08-01-03
16,561.97	18,179.03	1,617.06	08-01-07
0.00	842.06	842.06	08-01-09
0.00	286.40	286.40	08-01-10
7,087.26	12,286.40	5,199.14	08-01-11
7,087.26	12,009.59	4,922.33	08-01-14
5,588.28	11,804.11	6,215.83	08-01-15
3,088.28	9,304.11	6,215.83	08-01-16
3,088.28	9,395.55	6,307.27	08-01-17
3,088.28	9,365.55	6,277.27	08-01-18
3,088.28	9,007.68	5,919.40	08-01-22
3,088.28	8,774.10	5,685.82	08-01-25
3,088.28	6,591.60	3,503.32	08-01-29
3,088.28	6,591.60	3,503.32	08-01-31
2,821.50	6,324.82	3,503.32	08-02-05
5,821.50	11,836.39	6,014.89	08-02-08
10,154.91	16,128.50	5,973.59	08-02-11
7,154.91	13,128.50	5,973.59	08-02-13
2,821.50	8,491.41	5,669.91	08-02-14
2,821.50	6,324.74	3,503.24	08-02-15
2,821.50	6,464.74	3,643.24	08-02-19
16,324.00	27,464.74	11,140.74	08-02-22
16,324.00	23,558.40	7,234.40	08-02-25
12,990.67	16,725.07	3,734.40	08-02-26
4,821.50	8,555.90	3,734.40	08-02-27
28,821.50	48,555.90	19,734.40	08-02-28
26,821.50	46,322.24	19,500.74	08-02-29
26,821.50	38,322.24	11,500.74	08-03-03
2,821.50	13,978.24	11,156.74	08-03-05
2,821.50	5,404.49	2,582.99	08-03-06
2,821.50	6,466.87	3,645.37	08-03-07
2,821.50	6,237.12	3,415.62	08-03-10
2,821.50	5,174.74	2,353.24	08-03-13
2,946.50	5,424.74	2,478.24	08-03-27
2,946.50	5,299.74	2,353.24	08-03-28
2,946.50	5,299.74	2,353.24	08-03-31
2,946.50	6,236.27	3,289.77	08-04-01
2,821.50	6,111.27	3,289.77	08-04-02
2,821.50	4,522.71	1,701.21	08-04-04
2,821.50	10,682.60	7,861.10	08-04-07
2,821.50	10,390.70	7,569.20	08-04-08
2,821.50	9,390.70	6,569.20	08-04-09
2,821.50	9,089.70	6,268.20	08-04-10
2,821.50	6,089.70	3,268.20	08-04-11
2,821.50	5,392.28	2,570.78	08-04-14
2,821.50	4,514.35	1,692.85	08-04-17

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 2 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
2,821.50	7,264.35	4,442.85	08-04-18
2,821.50	7,764.35	4,942.85	08-04-21
2,821.50	5,084.35	2,262.85	08-04-23
2,821.50	4,764.35	1,942.85	08-04-25
2,821.50	4,244.35	1,422.85	08-04-29
2,821.50	13,974.35	11,152.85	08-04-30
2,821.50	8,574.35	5,752.85	08-05-02
2,821.50	7,774.35	4,952.85	08-05-05
2,821.50	7,574.35	4,752.85	08-05-06
4,884.25	10,249.60	5,365.35	08-05-12
4,884.25	9,637.10	4,752.85	08-05-14
4,884.25	10,352.19	5,467.94	08-05-19
16,178.59	28,852.19	12,673.60	08-05-27
16,178.59	24,729.86	8,551.27	08-05-28
16,178.59	20,931.44	4,752.85	08-05-29
16,178.59	20,931.44	4,752.85	08-05-30
4,884.25	8,137.10	3,252.85	08-06-02
4,884.25	8,556.14	3,671.89	08-06-05
4,884.25	8,873.64	3,989.39	08-06-06
4,884.25	8,661.20	3,776.95	08-06-09
4,884.25	8,656.61	3,772.36	08-06-10
4,884.25	8,137.50	3,253.25	08-06-12
5,550.92	8,804.17	3,253.25	08-06-13
5,550.92	9,366.67	3,815.75	08-06-16
5,550.92	7,924.20	2,373.28	08-06-18
4,884.25	7,257.53	2,373.28	08-06-19
4,884.25	6,695.03	1,810.78	08-06-20
4,884.25	7,116.28	2,232.03	08-06-23
4,884.25	6,990.03	2,105.78	08-06-25
7,884.25	9,695.03	1,810.78	08-06-26
7,884.25	9,695.03	1,810.78	08-06-30
7,884.25	8,345.03	460.78	08-07-01
4,884.25	6,845.03	1,960.78	08-07-03
7,824.25	11,345.03	3,520.78	08-07-09
12,374.25	17,845.03	5,470.78	08-07-11
15,691.75	21,345.03	5,653.28	08-07-14
15,691.75	14,445.03	(1,246.72)	08-07-15
12,751.75	11,505.03	(1,246.72)	08-07-17
7,234.25	5,987.53	(1,246.72)	08-07-18
4,884.25	3,637.53	(1,246.72)	08-07-21
4,884.25	2,067.53	(2,816.72)	08-07-25
2,821.50	4.78	(2,816.72)	08-07-31
2,821.50	5,004.78	2,183.28	08-08-01
2,821.50	2,504.78	(316.72)	08-08-04
2,821.50	1,904.78	(916.72)	08-08-05
2,821.50	1,504.78	(1,316.72)	08-08-06
17,821.50	26,504.78	8,683.28	08-08-07

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 3 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
17,821.50	26,324.78	8,503.28	08-08-08
21,824.00	32,324.78	10,500.78	08-08-11
14,824.00	7,324.78	(7,499.22)	08-08-12
14,824.00	4,027.78	(10,796.22)	08-08-13
24,229.15	21,028.07	(3,201.08)	08-08-15
33,757.65	36,028.07	2,270.42	08-08-18
33,757.65	29,094.02	(4,663.63)	08-08-20
20,350.00	12,736.37	(7,613.63)	08-08-21
25,488.84	14,703.11	(10,785.73)	08-08-22
15,960.34	5,174.61	(10,785.73)	08-08-25
15,960.34	5,174.61	(10,785.73)	08-08-29
15,960.34	8,906.12	(7,054.22)	08-09-02
15,960.34	7,186.12	(8,774.22)	08-09-03
15,960.34	6,784.96	(9,175.38)	08-09-04
15,960.34	6,407.55	(9,552.79)	08-09-08
15,960.34	5,451.13	(10,509.21)	08-09-09
15,960.34	5,151.13	(10,809.21)	08-09-15
10,821.50	12.29	(10,809.21)	08-09-22
10,821.50	12.29	(10,809.21)	08-09-30
10,821.50	299.54	(10,521.96)	08-10-17
10,821.50	12.29	(10,809.21)	08-10-20
10,821.50	12.29	(10,809.21)	08-10-31
17,445.50	15,012.29	(2,433.21)	08-11-14
19,778.83	15,137.29	(4,641.54)	08-11-18
19,778.83	8,970.63	(10,808.20)	08-11-19
17,445.50	6,637.30	(10,808.20)	08-11-26
17,445.50	6,637.30	(10,808.20)	08-11-28
10,821.50	940.80	(9,880.70)	08-12-01
10,821.50	1,240.74	(9,580.76)	08-12-04
10,821.50	420.80	(10,400.70)	08-12-08
10,821.50	2,970.15	(7,851.35)	08-12-09
10,821.50	1,430.77	(9,390.73)	08-12-11
10,821.50	31.45	(10,790.05)	08-12-12
10,821.50	322.04	(10,499.46)	08-12-16
10,821.50	169.39	(10,652.11)	08-12-17
22,424.00	19,169.39	(3,254.61)	08-12-22
17,922.75	10,595.64	(7,327.11)	08-12-24
10,821.50	3,494.39	(7,327.11)	08-12-26
10,821.50	3,494.39	(7,327.11)	08-12-31
10,821.50	3,744.07	(7,077.43)	09-01-05
10,821.50	431.65	(10,389.85)	09-01-06
10,821.50	293.71	(10,527.79)	09-01-07
10,821.50	3.95	(10,817.55)	09-01-09
10,821.50	423.67	(10,397.83)	09-01-13
10,821.50	238.74	(10,582.76)	09-01-14
10,821.50	3.95	(10,817.55)	09-01-20
10,821.50	3.95	(10,817.55)	09-01-30

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 4 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
12,519.00	2,253.95	(10,265.05)	09-02-03
12,519.00	1,701.45	(10,817.55)	09-02-05
10,821.50	3.95	(10,817.55)	09-02-06
10,821.50	3.95	(10,817.55)	09-02-27
18,327.50	15,003.95	(3,323.55)	09-03-05
18,327.50	10,509.95	(7,817.55)	09-03-09
18,327.50	7,509.95	(10,817.55)	09-03-10
10,821.50	3.95	(10,817.55)	09-03-18
10,821.50	50,003.95	39,182.45	09-03-23
43,072.61	40,853.95	(2,218.66)	09-03-26
43,072.61	35,945.72	(7,126.89)	09-03-30
43,072.61	31,037.39	(12,035.22)	09-03-31
43,072.61	24,837.39	(18,235.22)	09-04-06
43,072.61	22,837.39	(20,235.22)	09-04-08
43,072.61	16,837.39	(26,235.22)	09-04-14
43,072.61	16,387.39	(26,685.22)	09-04-17
26,821.50	136.28	(26,685.22)	09-04-20
26,821.50	136.28	(26,685.22)	09-04-30
30,831.00	6,136.28	(24,694.72)	09-05-14
34,257.02	9,145.78	(25,111.24)	09-05-18
34,257.02	8,145.78	(26,111.24)	09-05-19
30,247.52	3,836.28	(26,411.24)	09-05-21
30,247.52	3,836.28	(26,411.24)	09-05-29
30,247.52	18,436.28	(11,811.24)	09-06-02
31,047.52	15,167.30	(15,880.22)	09-06-03
49,807.52	26,741.28	(23,066.24)	09-06-04
49,840.52	26,774.28	(23,066.24)	09-06-08
27,654.50	3,888.26	(23,766.24)	09-06-09
33,785.26	13,055.26	(20,730.00)	09-06-11
33,785.26	10,019.02	(23,766.24)	09-06-12
51,790.01	35,019.02	(16,770.99)	09-06-15
44,826.25	18,035.51	(26,790.74)	09-06-17
26,821.50	30.76	(26,790.74)	09-06-23
27,180.80	801.92	(26,378.88)	09-06-29
27,180.80	801.92	(26,378.88)	09-06-30
27,180.80	390.06	(26,790.74)	09-07-01
27,180.80	5,390.06	(21,790.74)	09-07-06
27,180.80	3,826.08	(23,354.72)	09-07-08
27,180.80	390.06	(26,790.74)	09-07-22
26,821.50	30.76	(26,790.74)	09-07-27
26,821.50	30.76	(26,790.74)	09-07-31
36,373.69	13,030.76	(23,342.93)	09-08-03
36,373.69	9,530.76	(26,842.93)	09-08-04
36,373.69	8,082.95	(28,290.74)	09-08-05
30,821.50	2,530.76	(28,290.74)	09-08-07
30,821.50	1,530.76	(29,290.74)	09-08-13
30,821.50	1,230.76	(29,590.74)	09-08-19

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 5 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
30,821.50	30.76	(30,790.74)	09-08-20
32,339.00	2,530.76	(29,808.24)	09-08-24
32,339.00	251,528.51	219,189.51	09-08-31
30,821.50	250,011.01	219,189.51	09-09-08
282,513.38	400,011.01	117,497.63	09-09-10
292,513.38	415,011.01	122,497.63	09-09-11
74,499.00	47,086.09	(27,412.91)	09-09-15
74,499.00	43,686.09	(30,812.91)	09-09-22
64,499.00	33,686.09	(30,812.91)	09-09-24
64,499.00	33,686.09	(30,812.91)	09-09-30
64,499.00	33,686.09	(30,812.91)	09-10-06
64,499.00	33,686.09	(30,812.91)	09-10-30
30,821.50	8.59	(30,812.91)	09-11-02
30,821.50	8.59	(30,812.91)	09-12-31
30,821.50	8.59	(30,812.91)	10-01-29
32,522.24	2,508.59	(30,013.65)	10-02-23
32,522.24	1,708.59	(30,813.65)	10-02-24
32,522.24	1,708.59	(30,813.65)	10-02-26
30,821.50	7.85	(30,813.65)	10-03-05
30,821.50	7.85	(30,813.65)	10-03-31
33,381.94	4,257.85	(29,124.09)	10-04-09
33,381.94	2,568.29	(30,813.65)	10-04-13
30,821.50	7.85	(30,813.65)	10-04-15
36,571.50	15,007.85	(21,563.65)	10-04-26
36,571.50	5,757.85	(30,813.65)	10-04-27
30,821.50	7.85	(30,813.65)	10-04-29
30,821.50	7.85	(30,813.65)	10-04-30
30,821.50	7.85	(30,813.65)	10-05-28
33,395.58	5,007.85	(28,387.73)	10-06-03
33,395.58	3,415.26	(29,980.32)	10-06-04
30,821.50	841.18	(29,980.32)	10-06-07
30,821.50	7.85	(30,813.65)	10-06-17
32,771.50	4,007.85	(28,763.65)	10-06-21
32,771.50	2,457.85	(30,313.65)	10-06-22
32,771.50	1,957.85	(30,813.65)	10-06-24
30,821.50	7.85	(30,813.65)	10-06-28
30,821.50	7.85	(30,813.65)	10-06-30
32,324.25	5,007.85	(27,316.40)	10-07-16
32,324.25	1,507.85	(30,816.40)	10-07-19
32,324.25	1,507.85	(30,816.40)	10-07-30
32,324.25	2,257.85	(30,066.40)	10-08-09
32,324.25	1,507.85	(30,816.40)	10-08-10
32,324.25	8,798.60	(23,525.65)	10-08-11
40,425.50	9,639.10	(30,786.40)	10-08-13
32,324.25	1,537.85	(30,786.40)	10-08-17
30,821.50	35.10	(30,786.40)	10-08-23
2,821.50	35.10	(2,786.40)	10-08-31

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 6 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
2,821.50	35.10	(2,786.40)	10-09-30
2,821.50	35.10	(2,786.40)	10-10-29
2,821.50	35.10	(2,786.40)	10-11-30
5,221.50	3,535.10	(1,686.40)	10-12-01
5,221.50	2,435.10	(2,786.40)	10-12-03
2,821.50	35.10	(2,786.40)	10-12-07
9,623.80	12,260.10	2,636.30	10-12-28
9,623.80	12,260.10	2,636.30	10-12-31
9,623.80	9,260.10	(363.70)	11-01-03
2,861.50	2,497.80	(363.70)	11-01-05
2,861.50	358.42	(2,503.08)	11-01-06
2,821.50	318.42	(2,503.08)	11-01-07
2,821.50	8.42	(2,813.08)	11-01-10
2,821.50	9,508.42	6,686.92	11-01-27
2,821.50	6,258.42	3,436.92	11-01-31
19,062.33	21,258.42	2,196.09	11-02-04
5,071.50	5,757.59	686.09	11-02-07
4,821.50	5,507.59	686.09	11-02-09
2,821.50	3,507.59	686.09	11-02-10
2,821.50	3,507.59	686.09	11-02-28
2,821.50	3,927.09	1,105.59	11-03-15
2,821.50	3,507.59	686.09	11-03-17
2,821.50	7.59	(2,813.91)	11-03-18
2,821.50	7.59	(2,813.91)	11-03-31
4,021.50	2,007.59	(2,013.91)	11-04-19
4,021.50	1,207.59	(2,813.91)	11-04-20
8,146.50	5,332.59	(2,813.91)	11-04-21
4,146.50	1,332.59	(2,813.91)	11-04-26
4,021.50	1,207.59	(2,813.91)	11-04-27
4,021.50	1,207.59	(2,813.91)	11-04-29
2,821.50	7.59	(2,813.91)	11-05-03
2,821.50	7.59	(2,813.91)	11-05-31
2,821.50	7.59	(2,813.91)	11-06-30
2,821.50	7.59	(2,813.91)	11-07-29
14,173.92	17,007.59	2,833.67	11-08-01
14,173.92	13,907.59	(266.33)	11-08-02
14,173.92	11,357.59	(2,816.33)	11-08-04
2,821.50	5.17	(2,816.33)	11-08-08
3,571.50	1,505.17	(2,066.33)	11-08-22
3,571.50	755.17	(2,816.33)	11-08-23
2,821.50	5.17	(2,816.33)	11-08-24
2,821.50	5.17	(2,816.33)	11-08-31
19,131.73	25,005.17	5,873.44	11-09-26
19,131.73	16,315.37	(2,816.36)	11-09-28
19,131.73	16,315.37	(2,816.36)	11-09-30
2,821.50	5.14	(2,816.36)	11-10-03
4,821.50	3,005.14	(1,816.36)	11-10-05

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 7 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
4,821.50	2,005.14	(2,816.36)	11-10-06
2,821.50	5.14	(2,816.36)	11-10-07
13,321.50	13,505.14	183.64	11-10-11
17,775.79	15,792.76	(1,983.03)	11-10-12
15,389.89	13,838.47	(1,551.42)	11-10-14
4,889.89	2,505.14	(2,384.75)	11-10-17
4,889.89	2,173.39	(2,716.50)	11-10-19
4,889.89	2,073.39	(2,816.50)	11-10-21
4,889.89	2,073.39	(2,816.50)	11-10-31
4,889.89	2,703.39	(2,186.50)	11-11-02
4,889.89	2,079.12	(2,810.77)	11-11-04
15,839.89	18,079.12	2,239.23	11-11-28
15,839.89	13,988.39	(1,851.50)	11-11-29
15,839.89	13,988.39	(1,851.50)	11-11-30
10,364.89	7,553.39	(2,811.50)	11-12-01
4,889.89	2,078.39	(2,811.50)	11-12-05
2,821.50	10.00	(2,811.50)	11-12-06
8,796.50	8,010.00	(786.50)	11-12-20
8,796.50	5,985.00	(2,811.50)	11-12-21
2,821.50	10.00	(2,811.50)	11-12-22
4,321.50	1,510.00	(2,811.50)	11-12-28
4,321.50	510.00	(3,811.50)	11-12-29
4,321.50	510.00	(3,811.50)	11-12-30
9,921.50	8,510.00	(1,411.50)	12-01-30
9,921.50	5,110.00	(4,811.50)	12-01-31
5,801.50	510.00	(5,291.50)	12-02-01
5,801.50	10.00	(5,791.50)	12-02-06
9,301.50	5,010.00	(4,291.50)	12-02-10
5,801.50	10.00	(5,791.50)	12-02-13
5,801.50	10.00	(5,791.50)	12-02-29
9,052.00	5,010.00	(4,042.00)	12-03-09
9,051.50	3,260.00	(5,791.50)	12-03-13
8,802.00	5,009.50	(3,792.50)	12-03-14
8,802.00	3,012.00	(5,790.00)	12-03-15
5,801.50	11.50	(5,790.00)	12-03-21
5,801.50	11.50	(5,790.00)	12-03-30
8,806.50	5,411.50	(3,395.00)	12-04-18
8,806.50	3,011.50	(5,795.00)	12-04-19
9,806.50	4,511.50	(5,295.00)	12-04-25
6,801.50	1,506.50	(5,295.00)	12-04-26
6,801.50	2,992.83	(3,808.67)	12-04-27
5,801.50	1,992.83	(3,808.67)	12-04-30
5,801.50	5.99	(5,795.51)	12-05-02
8,401.50	4,005.99	(4,395.51)	12-05-25
8,401.50	1,805.99	(6,595.51)	12-05-29
8,401.50	1,805.99	(6,595.51)	12-05-31
6,601.50	5.99	(6,595.51)	12-06-18

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 8 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
9,602.18	5,005.99	(4,596.19)	12-06-25
9,602.18	1,505.99	(8,096.19)	12-06-26
9,602.18	7,560.29	(2,041.89)	12-06-29
8,802.18	5,635.99	(3,166.19)	12-07-02
8,802.18	5,010.99	(3,791.19)	12-07-03
5,801.50	2,010.31	(3,791.19)	12-07-10
14,468.50	15,010.31	541.81	12-07-23
14,468.50	9,010.31	(5,458.19)	12-07-24
12,466.00	7,007.81	(5,458.19)	12-07-30
12,466.00	7,007.81	(5,458.19)	12-07-31
12,466.00	19,007.81	6,541.81	12-08-02
12,466.00	18,207.81	5,741.81	12-08-03
12,466.00	25,207.81	12,741.81	12-08-08
12,466.00	21,907.81	9,441.81	12-08-09
12,466.00	20,807.81	8,341.81	12-08-10
10,966.00	19,150.31	8,184.31	12-08-13
10,966.00	18,400.31	7,434.31	12-08-16
10,966.00	12,400.31	1,434.31	12-08-22
4,301.50	(599.69)	(4,901.19)	12-08-30
4,301.50	1,200.31	(3,101.19)	12-08-31
4,301.50	1,100.31	(3,201.19)	12-09-14
4,301.50	4,300.31	(1.19)	12-09-20
1,480.00	1,130.06	(349.94)	12-09-21
1,480.00	1,130.06	(349.94)	12-09-28
1,480.00	1,930.06	450.06	12-10-12
1,480.00	2,430.06	950.06	12-10-17
1,480.00	2,380.06	900.06	12-10-19
1,480.00	3,360.06	1,880.06	12-10-22
0.00	1,880.06	1,880.06	12-10-23
0.00	1,880.06	1,880.06	12-10-31
0.00	2,680.06	2,680.06	12-11-20
4,406.65	9,180.06	4,773.41	12-11-26
4,406.65	7,086.71	2,680.06	12-11-27
4,406.65	7,086.71	2,680.06	12-11-30
6,320.86	10,181.56	3,860.70	12-12-03
6,320.86	7,400.92	1,080.06	12-12-04
6,070.86	7,150.92	1,080.06	12-12-06
4,406.65	5,486.71	1,080.06	12-12-07
0.00	1,080.06	1,080.06	12-12-11
0.00	2.73	2.73	12-12-18
0.00	2.73	2.73	12-12-31
4,052.17	6,102.73	2,050.56	13-01-02
4,052.17	4,055.23	3.06	13-01-03
0.00	3.06	3.06	13-01-10
0.00	3.06	3.06	13-01-31
5,680.33	8,503.06	2,822.73	13-02-28
0.00	2.40	2.40	13-03-01

RESPONDENT: Randolph C. Smith, Esquire

FILE NO.: C1-12-789

Last entry by Investigator: DC 01-21-14

BANK: PNC

Page 9 of 9

ACCT NO.: 86-1182-9359

ACCT. TITLE: IOLTA

TOTAL AMOUNT HELD IN TRUST	ACCOUNT BALANCE	ACCOUNT STATUS (BALANCE MINUS FUNDS IN TRUST)	DATE
10,002.30	15,002.40	5,000.10	13-04-08
10,002.30	10,004.70	2.40	13-04-09
9,000.00	9,002.40	2.40	13-04-11
9,000.00	1,802.40	(7,197.60)	13-04-12
9,000.00	2.40	(8,997.60)	13-04-18
9,000.00	2.40	(8,997.60)	13-04-30
15,002.00	9,752.40	(5,249.60)	13-05-01
15,002.00	6,004.40	(8,997.60)	13-05-02
9,000.00	2.40	(8,997.60)	13-05-03
9,000.00	2.40	(8,997.60)	13-05-31
15,837.40	10,002.40	(5,835.00)	13-06-27
15,837.40	6,839.80	(8,997.60)	13-06-28
9,000.00	2.40	(8,997.60)	13-07-02
13,509.62	7,002.40	(6,507.22)	13-08-05
13,509.62	4,512.03	(8,997.59)	13-08-06
9,000.00	2.41	(8,997.59)	13-08-09
0.00	2.41	2.41	13-08-30