

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2187 Disciplinary Docket No. 3
Petitioner :
 : No. 88 DB 2015
v. :
 : Attorney Registration No. 27125
GEORGE ALLEN ORLOWITZ, :
Respondent : (Montgomery County)

ORDER

PER CURIAM

AND NOW, this 15th day of July, 2015, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated June 24, 2015, the Joint Petition in Support of Discipline on Consent is hereby granted pursuant to Pa.R.D.E. 215(g), and it is

ORDERED that George Allen Orlowitz is suspended on consent from the Bar of this Commonwealth for a period of five years, and he shall comply with all the provisions of Pa.R.D.E. 217.

A True Copy Patricia Nicola
As Of 7/15/2015

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL : No. 88 DB 2015
Petitioner :
v. : Attorney Registration No. 27125
GEORGE ALLEN ORLOWITZ :
Respondent : (Montgomery County)

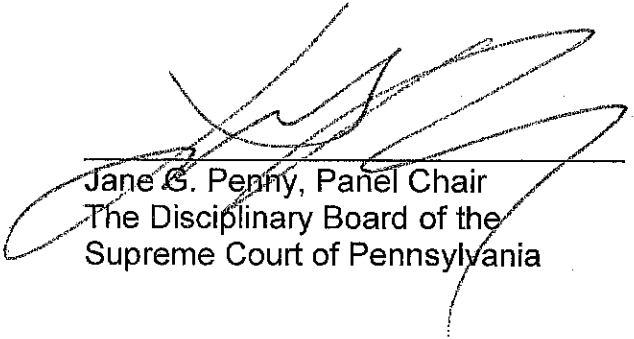
RECOMMENDATION OF THREE-MEMBER PANEL
OF THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

The Three-Member Panel of the Disciplinary Board of the Supreme Court of Pennsylvania, consisting of Board Members Jane G. Penny, David E. Schwager, and Stefanie B. Porges, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on May 29, 2015.

The Panel approves the Joint Petition consenting to a five year suspension and recommends to the Supreme Court of Pennsylvania that the attached Petition be Granted.

The Panel further recommends that any necessary expenses incurred in the investigation and prosecution of this matter shall be paid by the respondent-attorney as a condition to the grant of the Petition.

Date: 6/24/2015


Jane G. Penny, Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 88 DB 2015
Petitioner :
: ODC File No. C2-12-933
: v. : Attorney Reg. No. 27125
: GEORGE ALLEN ORLOWITZ, :
Respondent : (Montgomery County)

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

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Chief Disciplinary Counsel, and Patricia A. Dugan, Disciplinary Counsel, and Respondent, George Allen Orlowitz, by James C. Schwartzman, Esquire, file this Joint Petition In Support Of Discipline on Consent under Rule 215(d) Pa.R.D.E., and respectfully represent that:

1. Petitioner, whose principal office is situated at the Pennsylvania Judicial Center, 601 Commonwealth Avenue Suite 2700, P.O. Box 62485, Harrisburg, Pennsylvania 17106, 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 any attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary

FILED

MAY 29 2015

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

proceedings brought in accordance with the various provisions of said Rules.

2. Respondent, George Allen Orlowitz, was born on October 26, 1950, and was admitted to practice law in the Commonwealth on April 18, 1978 and is currently on active status.

3. Respondent's registered office address is 7900 High School Road, Suite 2, Elkins Park, Pennsylvania 19027.

4. Pursuant to Pa.R.D.E. 201(a)(1), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania.

5. Respondent's affidavit stating, *inter alia*, his consent to the recommended discipline is attached hereto as Exhibit A.

6. Respondent received a DB-7 Request for Statement of Respondent's Position ("DB-7") dated July 18, 2014.

7. By letter dated August 15, 2014, Respondent submitted a response to the DB-7, received in Petitioner's office on August 18, 2014.

8. Respondent's counsel subsequently advised Petitioner that Respondent had agreed to enter into a joint petition on consent.

SPECIFIC FACTUAL ADMISSIONS AND RULES OF
PROFESSIONAL CONDUCT VIOLATED

9. Respondent hereby stipulates that the following factual allegations drawn from the DB-7 letter are true and correct and that he violated the charged Rules of Professional Conduct as set forth herein.

10. At all times relevant hereto, Respondent maintained an Interest on Lawyers Trust Account, "IOLTA" for holding fiduciary funds with PNC Bank in the name of *Law Offices of George A. Orlowitz*, account no. XX-XXXX-2449.

11. At all times relevant hereto, Respondent also maintained an operating account.

Initial Complaint

12. On or about August 24, 2012, Respondent issued an IOLTA check, #3248, in the amount of \$15,917.00, payable to Sunrise of Dresher, on behalf of his client, Anne Strang.

13. On or about August 24, 2012, the balance in Respondent's IOLTA was \$8,756.50 less than the \$15,917.00 needed to pay check #3248.

14. On August 28, 2012, pursuant to Pa.R.D.E. 221(h), PNC Bank notified the Pennsylvania Lawyers Fund For Client Security, ("Client Security Fund") in writing, of the dishonored IOLTA check which created an overdraft balance.

15. On October 12, 2012, pursuant to Pa.R.D.E. 221(o), the Client Security Fund, after conducting a preliminary inquiry, referred the matter to Petitioner for further investigation.

16. From the date that Respondent opened his IOLTA, Respondent knew or should have known that his IOLTA is to be used solely for purposes of holding funds on behalf of clients or third persons, inviolate.

17. By Respondent's conduct as set forth in paragraphs 12 through 16, *supra*, Respondent converted, misappropriated, misapplied and misused approximately \$8,756.50 in client funds that were required to be held inviolate in his IOLTA.

18. The Anne Strang matter is set forth in more detail in paragraphs 377-397, *infra*.

19. During Petitioner's investigation of the overdraft notification involving Respondent's IOLTA, Petitioner discovered that Respondent had prepared and presented false Statements of Distribution to several of Respondent's clients.

20. Respondent prepared and presented Statements of Distribution to his clients that incorrectly showed payments that were made on his clients' behalf; however, according to Respondent's IOLTA bank records, several of those payments were never made.

Sherri Adams

21. Respondent represented Sherri Adams in a personal injury matter.
22. On or about April 15, 2011, Respondent:
- a. received one settlement check from Century Surety Company on behalf of Sherri Adams in the amount of \$85,000.00; and
 - b. deposited the settlement check into his IOLTA.
23. On April 19, 2011:
- a. Sherri Adams signed a Statement of Distribution that Respondent prepared, wherein the settlement was listed as \$50,000.00; and
 - b. Respondent issued an IOLTA check, #3086, to Law Office of George A. Orlowitz for costs and fees totaling \$20,209.28 (\$130.00 for photocopying, postage, telephone, etc., \$79.28 for medical records, and \$20,000.00 in fees).
24. On or about April 21, 2011, Respondent issued an IOLTA check, #3087, to Sherri Adams for \$29,790.72 as a partial distribution.
25. On August 10, 2011, Sherri Adams signed a second Statement of Distribution that Respondent prepared, wherein the settlement was listed as \$35,000.00.
26. On or about August 11, 2011, on behalf of Sherri Adams, Respondent:
- a. issued an IOLTA check, #3113, to Rittenhouse Imaging Center for \$1,012.00;
 - b. issued an IOLTA check, #3115, to Freedom Medical for \$861.00; and
 - c. issued an IOLTA check, #3118, to Sherri Adams for \$2,973.31 as a full and final distribution of her settlement.

27. According to Respondent's Statements of Distribution Respondent received a counsel fee of \$20,000 and a counsel fee of \$14,000.00.

28. Respondent failed to remove his counsel fee of \$14,000.00 from his IOLTA.

29. Respondent commingled \$14,000.00 of his funds with client funds in his IOLTA.

30. According to Respondent's Statement of Distribution, signed and dated by Sherri Adams on August 10, 2011, Respondent made a \$4,500.00 distribution to Woodland Medical on her behalf.

31. According to Respondent's IOLTA bank records from April 15, 2011 to May 31, 2013, there is no evidence to show that Respondent made a \$4,500.00 distribution to Woodland Medical on Ms. Adams' behalf.

32. The last payment Respondent made to or on behalf of Sherri Adams was on or about October 7, 2011.

33. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

34. Respondent led Sherri Adams to believe that Respondent had paid \$4,500.00 to Woodland Medical on Adams' behalf, from the settlement funds.

35. Respondent converted \$4,500.00 belonging to Sherri Adams or Woodland Medical.

36. On April 15, 2011, Respondent received a single settlement of \$85,000.00 on behalf of Sherri Adams. Respondent made distributions totaling \$66,446.31, thereby leaving \$18,553.69 of Ms. Adams' proceeds in Respondent's IOLTA.

37. Respondent also converted \$53.69 belonging to Sherri Adams ($\$18,553.69 - \$14,000.00 - \$4,500.00 = \53.69).

38. Respondent did not have Ms. Adams' permission to use her funds.

Ronald Akines

39. Respondent represented Ronald Akines in a personal injury matter.

40. On or about January 26, 2011, Respondent issued an IOLTA check, #3057, to the Law Office of George A. Orlowitz, for \$4,000.00 for an *Akines partial fee* even though a settlement had not occurred yet in the matter.

41. Respondent converted \$4,000.00 in funds belonging to other clients.

42. On or about April 2, 2012, Respondent:

- a. received a settlement check from Erie Insurance Company on behalf of Ronald Akines in the amount of \$90,000.00; and
- b. deposited the settlement check into his IOLTA.

43. Subsequent to April 2, 2012, Respondent issued the following additional IOLTA checks to the Law Offices of George A. Orlowitz for fees:

- a. on April 5, 2012, check #3206 for \$7,500.00;
- b. on April 12, 2012, check #3208 for \$5,000.00;
- c. on April 19, 2012, check #3202 for \$2,500.00;
- d. on April 23, 2012, check #3209 for \$5,000.00;
- e. on April 30, 2012, check #3210 for \$5,000.00;
- f. on May 9, 2012, check #3219 for \$5,000.00;
- g. on May 10, 2012, check #3220 for \$5,000.00; and
- h. on May 31, 2012, check #3226 for \$5,000.00 (memo line indicates: *Thomas*)

44. From January 26, 2011 to May 31, 2012, Respondent removed \$49,115.41.00 in counsel fees and costs from his IOLTA.

45. On April 10, 2012, Respondent:

- a. issued an IOLTA check, #3203, to Robert E. Slota, Jr. Esquire in the amount of \$2,500.00 for referring the Akines matter to Respondent or for the work Mr. Slota initially did on the Akines matter; and
- b. issued an IOLTA check, #3204, to Robert E. Slota, Jr. Esquire in the amount of \$414.48 for costs Mr. Slota purportedly advanced on behalf of Ronald Akines.

46. Respondent prepared a Statement of Distribution in the matter.

47. According to Respondent's Statement of Distribution, Respondent made a \$3,795.00 distribution for a DPW lien (medical and cash) on behalf of Ronald Akines.

48. Respondent's Statement of Distribution was not signed or dated by Ronald Akines.

49. According to Respondent's IOLTA bank records from April 15, 2012 to May 31, 2013, there is no evidence to show that Respondent made a \$3,795.00 distribution to DPW for the lien, on behalf of Ronald Akines.

50. Respondent led Ronald Akines to believe that Respondent paid the \$3,795.00 lien to DPW on Akines' behalf, from the settlement funds.

51. The last payment Respondent made to or on behalf of Ronald Akines was on or about July 6, 2012.

52. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

53. Respondent converted \$3,795.00 belonging to Ronald Akines or DPW.

54. According to Respondent's Statement of Distribution, Respondent made a prior distribution of \$1,700.00.

55. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent made a prior distribution of \$1,700.00 in accordance with the Statement of Distribution.

56. According to Respondent's Statement of Distribution, Respondent paid \$2,500.00 to Robert E. Slota, Jr., Esquire. Respondent incorrectly included this fee as an expense of Mr. Akines' rather than as part of Respondent's 40% in counsel fees.

57. According to Respondent's Statement of Distribution, Respondent received a counsel fee of \$36,000.00.

58. At no one time between April 2, 2012 and May 31, 2013, did Respondent remove his entire \$36,000.00 fee from his IOLTA, instead Respondent removed counsel fees on several occasions.

59. The last counsel fee Respondent removed from his IOLTA, in the Akines matter, was on or about May 31, 2012.

60. Respondent removed \$46,115.41 in counsel fees from his IOLTA; however, according to Respondent's Statement of Distribution, he received \$36,000.00. Respondent converted \$13,910.41 (\$10,115.41 extra in counsel fees + \$3,795.00 unpaid DPW lien = \$13,910.41).

Charles Askew

61. Respondent represented Charles Askew in a personal injury matter.

62. On or about June 11, 2012, Respondent:

- a. received a settlement check from Progressive Specialty Insurance Company on behalf of Charles Askew in the amount of \$10,000.00; and
- b. deposited the settlement check into his IOLTA.

63. Respondent prepared a Statement of Distribution in the matter.

64. On June 21, 2012, Charles Askew signed Respondent's Statement of Distribution.

65. On or about June 26, 2012, Respondent:

- a. issued an IOLTA check, #3231, to Charles Askew for \$4,032.80 as final distribution of his settlement; and

b. issued an IOLTA check, #3232, to Legal Advance Funding for \$1,750.00 on behalf of Charles Askew.

66. According to Respondent's signed Statement of Distribution, Respondent received a counsel fee of \$4,000.00.

67. Respondent failed to remove his counsel fee of \$4,000.00 from his IOLTA.

68. Respondent commingled his funds of \$4,000.00 with client funds in his IOLTA.

69. According to Respondent's Statement of Distribution, Respondent incurred expenses, prior to settlement, totaling \$217.20.

70. Respondent failed to remove \$217.20 in expenses, Respondent allegedly paid for prior to settlement, from his IOLTA.

71. Respondent commingled his funds of \$217.20 with client funds in his IOLTA.

Anton Bond

72. Respondent represented Anton Bond in a personal injury matter.

73. According to Respondent's Anton Bond ledger and the notation that Respondent made on his September, 2012 IOLTA bank statement, on or about August 31, 2010, Respondent:

a. received a settlement check from SEPTA on behalf of Anton Bond in the amount of \$9,000.00; and

b. deposited the settlement check into his IOLTA.

74. Respondent prepared a Statement of Distribution in the matter.

75. On September 8, 2010, Anton Bond signed Respondent's Statement of Distribution.

76. According to Respondent's Statement of Distribution, Respondent made a prior distribution of \$100.00 to Mr. Bond and made a net settlement distribution of \$4,261.61 to Mr. Bond.

77. According to Respondent's IOLTA bank records, Mr. Bond received one check, #3065, made payable to him in the amount of \$2,747.26 on January 31, 2011 (memo line on check indicates: *FULL AND FINAL SETTLEMENT*).

78. Respondent stated at the bottom of the Statement of Distribution, "as per the client's request, only \$1,000.00 was distributed; \$500.00 to [Anton Bond's wife], Nasheia Tribble and \$500.00 to Anton Bond. The balance of the funds, again by request of the client, will be held in [Respondent's] Escrow Account. Funds will be released at the request of the client without any interest."

79. From January 1, through January 31, 2011, Respondent failed to hold \$2,747.26 for Anton Bond, inviolate.

Sopheap Brownback

80. Respondent represented Sopheap Brownback in a personal injury matter.

81. Prior to January 1, 2011, Respondent received a settlement on behalf of Sopheap Brownback.

82. Respondent prepared a Statement of Distribution in the matter.

83. On January 5, 2011, Sopheap Brownback signed Respondent's Statement of Distribution.

84. According to Respondent's Statement of Distribution, Sopheap Brownback received \$6,750.45.

85. On February 22, 2011, Respondent's IOLTA check, #3063, in the amount of \$6,750.45, made payable to Sopheap Brownback, cleared his IOLTA account.

86. From January 1, 2011 through February 22, 2011, Respondent was required to hold \$6,750.45 for Sopheap Brownback in his IOLTA, inviolate.

87. On January 1, 2011 and from January 6 through February 7, 2011, the funds in Respondent's IOLTA were less than what

Respondent was required to hold inviolate on behalf of his client(s).

88. Respondent converted funds belonging to Sopheap Brownback.

Sophy Chher

89. Respondent represented Sophy Chher in a personal injury matter.

90. On or about May 20, 2011, Respondent issued an IOLTA check, #3093, to the Law Office of George Orlowitz, in the amount of \$2,558.00, before any settlement check on behalf of Sophy Chher cleared his IOLTA.

91. Respondent converted \$2,558.00 in funds belonging to other clients.

92. On or about May 24, 2011, Respondent received a settlement check from American Independent Insurance Company on behalf of Sophy Chher in the amount of \$6,000.00, deposited the check into his IOLTA and on June 1, 2011, distributed the remaining \$3,442.00 to Sophy Chher.

Amy Dietsch

93. Respondent represented Amy Dietsch in a personal injury matter.

94. Prior to January 1, 2011, Respondent received a settlement on behalf of Amy Dietsch.

95. Respondent prepared a Statement of Distribution in the matter.

96. On February 20, 2011, Amy Dietsch signed Respondent's Statement of Distribution.

97. According to Respondent's Statement of Distribution, Amy Dietsch received \$646.36 and Blue Cross received \$1,000.00.

98. On February 23, 2011, an IOLTA check, #3069, made payable to Amy Dietsch, in the amount of \$646.36, and an IOLTA

check, #3071, made payable to Healthcare Recoveries, in the amount of \$1,000.00, cleared Respondent's IOLTA.

99. From January 1, 2011 through February 23, 2011, Respondent was required to hold \$1,646.36 for Amy Dietsch in his IOLTA, inviolate.

100. On January 1, 2011 and from January 6, through February 7, 2011, the funds in Respondent's IOLTA were less than what was required to hold inviolate on behalf of his clients.

101. Respondent converted funds belonging to Amy Dietsch

Shakeya Dodd

102. Respondent represented Shakeya Dodd in a personal injury matter.

103. On or about March 14, 2011, Respondent:

- a. received a settlement from School Claims Service, LLC on behalf of Ms. Dodd for \$5,500.00; and
- b. deposited the settlement check into his IOLTA.

104. Respondent prepared a Statement of Distribution which was not signed or dated by Shakeya Dodd.

105. On or about April 11, 2011, Respondent issued an IOLTA check, #3080, to Ms. Dodd in the amount of \$2,336.73. The memo line indicated: *FULL AND FINAL SETTLEMENT*.

106. On or about April 14, 2011, Respondent issued an IOLTA check, #3081, for \$387.48 to Paul Flexion, Esquire, for expenses.

107. On or about April 20, 2011, Respondent issued an IOLTA check #3082, for \$1,250.00 to Yukha Chiropractic for expenses.

108. Respondent's Statement of Distribution was inaccurate because Respondent made a \$1,250.00 payment to Yukha Chiropractic not \$1,000.00 as stated.

109. Respondent's Statement of Distribution was inaccurate because Respondent did not indicate that he made a payment to Paul Flexion, Esquire for \$387.48 in expenses. Respondent's

Statement of Distribution indicates that Respondent paid a total of \$605.45 in expenses.

110. According to Respondent's Statement of Distribution, Respondent received a counsel fee of \$1,557.82; however, there is no evidence that Respondent removed his counsel fee of \$1,557.82 or \$217.97 in expenses from your IOLTA.

111. Respondent commingled his funds with client funds in his IOLTA.

Ronetta Edwards

112. Respondent represented Ronetta Edwards in a personal injury matter.

113. On or about August 30, 2011, Respondent issued an IOLTA check, #3131, to Ronetta Edwards for \$500.00 as a partial distribution prior to receiving a settlement on her behalf.

114. Respondent converted \$500.00 in funds belonging to other clients.

115. On September 1, 2011, Respondent:

- a. received a settlement check from Nationwide Insurance on behalf of Ms. Edwards for \$14,000.00; and
- b. deposited the settlement check into his IOLTA.

116. Respondent prepared a Statement of Distribution in the matter.

117. On or about September 21, 2011, Ronetta Edwards signed Respondent's Statement of Distribution.

118. According to Respondent's Statement of Distribution, Respondent made a prior distribution to Ronetta Edwards of \$700.00; however, according to his IOLTA bank records, Respondent only distributed \$500.00 to Ronetta Edwards since January 1, 2011.

119. Respondent converted \$200.00 belonging to Ronetta Edwards.

120. According to Respondent's Statement of Distribution, Respondent received a counsel fee of \$5,600.00.

121. Respondent failed to remove his counsel fee of \$5,600.00 from his IOLTA.

122. Respondent commingled \$5,600.00 of his funds with client funds in his IOLTA.

123. According to Respondent's Statement of Distribution Respondent incurred expenses that he paid for, prior to settlement, totaling \$216.00.

124. Respondent failed to remove \$216.00 in expenses that Respondent allegedly paid for prior to settlement, from his IOLTA.

125. Respondent commingled \$216.00 of his funds with client funds in his IOLTA.

Synquis Floyd

126. Respondent represented Synquis Floyd in a personal injury matter.

127. On or about June 26, 2012, Respondent issued an IOLTA check, #3233, to the Law Office of George Orlowitz for \$6,024.83 for counsel fees and expenses, allegedly incurred, even though a settlement for Synquis Floyd had not cleared his IOLTA.

128. Respondent converted \$6,024.83 in funds belonging to other clients.

129. On or about July 2, 2012:

- a. Respondent received a settlement check from Erie Insurance Company on behalf of Synquis Floyd for \$14,500.00;
- b. Respondent deposited the settlement check into his IOLTA;
- c. Respondent prepared a Statement of Distribution in the matter; and

d. Synquis Floyd signed Respondent's Statement of Distribution

130. According to Respondent's Statement of Distribution, Respondent paid \$275.00 to Eusebio R. Nunez, M.D.; however, according to his IOLTA bank records, on August 21, 2012, Respondent paid \$250.00 to Dr. Nunez, via IOLTA check, #3240.

131. Respondent converted \$25.00 belonging to Synquis Floyd or Eusebio R. Nunez, M.D.

132. According to Respondent's Statement of Distribution, Respondent paid \$500.00 to the City of Philadelphia-EMS on behalf of Synquis Floyd.

133. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent paid the City of Philadelphia \$500.00 for the EMS expense on behalf of Synquis Floyd.

134. Respondent led Synquis Floyd to believe that Respondent had paid \$500.00 to the City of Philadelphia-EMS on Floyd's behalf, from the settlement funds.

135. Respondent converted \$500.00 belonging to Synquis Floyd or the City of Philadelphia-EMS.

136. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

Mariah Fulton

137. Respondent represented Mariah Fulton in a personal injury matter.

138. On or about March 1, 2011, Respondent:

- a. received a settlement check from Pennsylvania Financial Responsibility Assigned Claims Plan on behalf of Maria Fulton for \$4,500.00; and
- b. deposited the settlement check into his IOLTA.

139. Respondent did not prepare a Statement of Distribution for Mariah Fulton.

140. According to Respondent's IOLTA bank records, there is no evidence to show that any checks, made payable to or on behalf of Mariah Fulton, cleared Respondent's IOLTA from March 1, 2011 through May 31, 2013.

141. Respondent converted \$4,500.00 belonging to Mariah Fulton.

Laval Hill

142. Respondent represented Laval Hill in a personal injury matter.

143. On or about October 25, 2012, Respondent:

- a. received a settlement check from Erie Insurance Company on behalf of Laval Hill for \$5,500.00; and
- b. deposited the settlement check into his IOLTA.

144. On or about November 1, 2012, Respondent issued IOLTA check, #3252 to the Law Office of George Orlowitz for counsel fees in the amount of \$2,000.00.

145. Respondent provided ODC with two Statements of Distribution, purportedly signed by Laval Hill, one dated November 9, 2012, and one dated November 10, 2012.

146. Both Statements of Distribution indicate that Laval Hill received \$2,850.00.

147. On or about November 13, 2012, Respondent issued an IOLTA check, #3253, to Laval Hill in the amount of \$2,350.00.

148. According to Respondent's IOLTA bank records, there is no evidence to show that any other checks, made payable to Laval Hill, cleared Respondent's IOLTA between October 25, 2012 and May 31, 2013.

149. Respondent converted \$500.00 belonging to Laval Hill.

150. According to Respondent's Statements of Distribution, Respondent incurred expenses that he paid for, prior to settlement, totaling \$150.00.

151. Respondent failed to remove the \$150.00 in expenses he allegedly paid for prior to settlement, from his IOLTA.

152. Respondent commingled \$150.00 of his funds with client funds in his IOLTA.

Dwayna & Anna Innis

153. Respondent represented Dwayna and Anna Innis in personal injury matters.

154. On or about December 22, 2011, Respondent:

- a. received a settlement check from Rutgers Casualty Insurance Company on behalf of Dwayna Innis for \$2,000.00;
- b. received a settlement check from Rutgers Casualty Insurance Company on behalf of Anna Innis for \$2,000.00; and
- c. deposited both settlement checks into his IOLTA.

155. Respondent prepared a Statement of Distribution for Dwayna Innis and Anna Innis.

156. On January 3, 2012, Dwayna Innis signed Respondent's Statement of Distribution.

157. According to Respondent's Statement of Distribution, presumably the exact same for Anna Innis, Respondent received a counsel fee of \$800.00 from each client.

158. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent removed his counsel fees, totaling \$1,600.00, from his IOLTA.

159. Respondent commingled \$1,600.00 of his funds with client funds.

160. According to Respondent's Statement of Distribution, Respondent incurred \$255.00 in expenses for Dwayna Innis and \$255.00 in expenses for Anna Innis that he paid for, prior to settlement.

161. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent removed the \$510.00 in expenses he allegedly paid for, prior to settlement, from his IOLTA.

162. Respondent commingled \$510.00 of his funds with client funds in his IOLTA.

Jennifer Jaje

163. Respondent represented Jennifer Jaje in a personal injury matter.

164. On or about March 28, 2011, Respondent:

- a. received a settlement check from Nationwide Insurance Company on behalf of Jennifer Jaje for \$11,000.00; and
- b. deposited the settlement check into his IOLTA.

165. Respondent prepared a Statement of Distribution in the matter.

166. Jennifer Jaje did not sign or date Respondent's Statement of Distribution.

167. On May 18, 2011, Respondent issued IOLTA check, #3085 to Jennifer Jaje for \$4,970.00 as *FULL AND FINAL SETTLEMENT*.

168. According to Respondent's Statement of Distribution, he paid \$500.00 for an *Anticipated Blue Cross Lien* on behalf of Jennifer Jaje.

169. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent paid the Blue Cross Lien or in the alternative distributed the \$500.00 to Jennifer Jaje.

170. Respondent led Jennifer Jaje to believe that Respondent had paid the \$500.00 lien to Blue Cross on Jaje's behalf, from the settlement funds.

171. Respondent converted \$500.00 belonging to Jennifer Jaje or Blue Cross.

Aston James

172. Respondent represented Aston James in a personal injury matter.

173. On or about September 21, 2011, Respondent:

- a. received a settlement check from SEPTA on behalf of Aston James for \$19,000.00; and
- b. deposited the settlement check into his IOLTA.

174. Respondent prepared a Statement of Distribution in the matter.

175. On or about October 4, 2011, Aston James signed Respondent's Statement of Distribution.

176. According to Respondent's Statement of Distribution, Respondent received a counsel fee of \$5,498.80 and paid expenses, prior to settlement, totaling \$163.00.

177. Respondent failed to remove the \$5,498.00 in counsel fees and \$163.00 in expenses that he allegedly paid, prior to settlement, from his IOLTA.

178. Respondent commingled \$5,661.80 of his funds with client funds.

179. According to Respondent's Statement of Distribution, Respondent paid the following expenses on behalf of Aston James:

- a. \$4,000.00 to Leslie Bankoff, D.O.;
- b. \$350.00 to Frederick S. Lieberman, M.D.;
- c. \$265.00 to Global Medical; and
- d. \$475.00 to University Dynamic.

180. Respondent led Aston James to believe that Respondent paid the 4 expenses listed in ¶179, *supra*, totaling \$5,090.00, on James' behalf, from the settlement funds.

181. According to Respondent's IOLTA bank records:

- a. there is no evidence to show Respondent paid \$1,090.00 in expenses on behalf of Aston James; and
- b. Respondent did not distribute \$4,000.00 to Leslie Bankoff until on or about May 1, 2013, via IOLTA check #3260.

182. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

183. Respondent converted a total of \$5,090.00 belonging to Aston James or Leslie Bankoff, D.O., Frederick S. Lieberman, M.D., Global Medical, and University Dynamic.

Camellia Johnson

184. Respondent represented Camellia Johnson in a personal injury matter.

185. On or about June 21, 2011, Respondent:

- a. received a settlement check from Pennsylvania Financial Responsibility Assigned Claims Plan on behalf of Camellia Johnson for \$5,000.00; and
- b. deposited the settlement check into his IOLTA.

186. Respondent prepared a Statement of Distribution in the matter.

187. Camellia Johnson did not sign or date Respondent's Statement of Distribution.

188. According to Respondent's Statement of Distribution, Respondent paid a DPW Lien on behalf of Camellia Johnson for \$1,110.00.

189. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent paid a DPW Lien on behalf of Camellia Johnson for \$1,110.00.

190. Respondent led Camellia Johnson to believe that Respondent had paid \$1,110.00 lien to DPW on Johnson's behalf, from the settlement funds.

191. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

192. Respondent converted \$1,110.00 belonging to Camellia Johnson or DPW.

Tamika Lovette

193. Respondent represented Tamika Lovette in a personal injury matter.

194. According to Respondent's Tamika Lovette ledger, on or about December 21, 2010, Respondent:

- a. received a settlement check from CNA on behalf of Tamika Lovette for \$26,500.00; and
- b. deposited the settlement check into his IOLTA.

195. Respondent prepared a Statement of Distribution in the matter.

196. Tamika Lovette did not sign or date Respondent's Statement of Distribution.

197. According to Respondent's Statement of Distribution, Respondent paid Keystone Mercy \$400.00 on behalf of Tamika Lovette.

198. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent paid Keystone Mercy \$400.00 on behalf of Tamika Lovette.

199. Respondent led Tamika Lovette to believe that Respondent had paid \$400.00 to Keystone Mercy on Lovette's behalf, from the settlement funds.

200. Respondent converted \$400.00 belonging to Tamika Lovette or Keystone Mercy.

Talmage Richardson

201. Respondent represented Talmage Richardson in a personal injury matter.

202. On or about February 28, 2012, Respondent:
- a. received a settlement check from Frederick Mutual Insurance Company on behalf of Talmage Richardson for \$6,150.00; and
 - b. deposited the settlement check into his IOLTA.
203. Respondent prepared a Statement of Distribution in the matter.
204. On February 28, 2012, Talmage Richardson signed Respondent's Statement of Distribution.
205. According to Respondent's Statement of Distribution, Respondent paid \$800.00 in medical costs to West Phila. Associates on behalf of Talmage Richardson.
206. According to Respondent's IOLTA bank records, there is no evidence to show that Respondent paid \$800.00 in expenses to West Phila. Associates on behalf of Talmage Richardson.
207. Respondent led Talmage Richardson to believe that Respondent had paid \$800.00 to West Phila. Associates, on Richardson's behalf, from the settlement funds.
208. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.
209. Respondent converted \$800.00 belonging to Talmage Richardson or West Phila. Associates.
210. According to Respondent's Statement of Distribution, Respondent paid expenses, prior to settlement, totaling \$214.09 and received a counsel fee of \$2,000.00.
211. According to Respondent's IOLTA bank records, on February 28, 2012, Respondent issued IOLTA check, #3195, to the Law Office of George Orlowitz in the amount of \$2,156.09, thereby leaving \$58.00 in expenses that Respondent allegedly paid, prior to settlement, in his IOLTA.
212. Respondent commingled \$58.00 of his funds with client funds.

Denise Rogers

213. Respondent represented Denise Rogers in a personal injury matter(s).

214. According to Respondent's handwritten notations on his July 2010 and August 2010 IOLTA bank statements that he provided to ODC:

- a. on or about July 9, 2010, Respondent received a settlement check on behalf of Denise Rogers in the amount of \$22,500.00;
- b. on or about August 10, 2010, Respondent received a settlement check on behalf of Denise Rogers in the amount of \$25,000; and
- c. Respondent deposited the settlement checks into his IOLTA.

215. As of January 1, 2011, Respondent was holding at least \$7,000.00 in his IOLTA on behalf of Denise Rogers.

216. On February 7, 2011, an IOLTA check, #3066, which Respondent issued to Healthcare Recoveries, in the amount of \$2,000.00, on behalf of Denise Rogers, cleared his IOLTA.

217. On October 26, 2011, an IOLTA check, #3147, which Respondent issued to Denise Rogers in the amount of \$5,000.00, cleared his IOLTA.

218. From February 7, 2011 through October 26, 2011, Respondent was required to hold \$5,000.00 inviolate in his IOLTA on behalf of Denise Rogers.

219. From January 1, 2011 through February 7, 2011, Respondent was required to hold \$7,000.00 in his IOLTA on behalf of Denise Rogers.

220. On January 1, 2011, and from January 6, 2011 through February 7, 2011, Respondent had insufficient funds in his IOLTA which he was required to hold inviolate on behalf of Denise Rogers.

221. On the dates set forth in ¶220, *supra*, Respondent converted funds belonging to Denise Rogers and/or other clients.

Phyllis Seltzer

222. Respondent represented Phyllis Seltzer in a personal injury matter.

223. Respondent failed to file a complaint on Ms. Seltzer's behalf within the Statute of Limitations period.

224. On March 22, 2011, Respondent issued an IOLTA check, #3074, to Phyllis Seltzer for \$6,000.00 even though a settlement had not been reached between the parties in her personal injury case.

225. Respondent converted \$6,000.00 in funds belonging to other clients.

The Estate of Ina Short

226. Respondent represented Ina Short or the Estate of Ina Short or the Administrator, Inez Short.

227. On or about September 14, 2011, Respondent:

- a. received an indemnity payment check from Broadline Risk Retention Group, Inc. for Inez Short, Administrator for the Estate of Ina Short for \$60,000.00; and
- b. deposited the settlement check into his IOLTA.

228. Respondent prepared a Statement of Distribution in the matter.

229. Inez Short signed Respondent's Statement of Distribution but did not date it.

230. On or about September 16, 2011, Respondent:

- a. issued IOLTA check, #3137, to Inez Short in the amount of \$30,000.00; and
- b. issued IOLTA check, #3138, to Inez Short in the amount of \$7,115.50.

231. The memo line on each check to Inez Short indicated: *Settlement Proceeds v. Einstein Hospital*.

232. According to Respondent's signed Statement of Distribution, Respondent received a counsel fee of \$21,000.00 and paid expenses, prior to settlement, totaling \$606.50.

233. On or about September 19, 2011, Respondent issued an IOLTA check, #3136, to himself for \$16,000.00.

234. Respondent failed to remove a total of \$5,606.50 in counsel fees and expenses Respondent allegedly paid, prior to settlement, from his IOLTA.

235. Respondent commingled \$5,606.50 of his funds with client funds.

236. On or about September 30, 2011, Respondent issued an IOLTA check, #3151, to the Register of Wills for \$1,066.29 on behalf of the Estate of Ina Short or Inez Short.

237. Respondent failed to list the Register of Wills payment of \$1,066.29 on the Statement of Distribution.

238. According to Respondent's Statement of Distribution, the Estate of Ina Short or Administrator, Inez Short, received \$38,293.50 in settlement funds.

239. According to Respondent's IOLTA bank records, the Estate of Ina Short or Administrator Inez Short received \$37,115.50 and Respondent paid the Register of Wills \$1,066.29 for a total of \$38,181.79.

240. Respondent converted \$211.71 (\$38,293.50-\$38,181.79) belonging to the Estate of Ina Short or Administrator of the Estate of Ina Short.

241. On August 24, 2012, the balance in Respondent's IOLTA was a negative \$8,756.50.

Lashiara Stewart

242. Respondent represented Lashiara Stewart in a personal injury matter.

243. On or about August 15, 2011, Respondent:

- a. received a settlement check from Allstate Insurance Company on behalf of Lashiara Stewart for \$14,000.00; and
- b. deposited the settlement check into his IOLTA.

244. On or about August 17, 2011, Respondent issued an IOLTA check, #3125, for \$4,500.00 payable to the Law Offices of George A. Orlowitz for *partial fees/costs*.

245. Respondent prepared a Statement of Distribution in the matter.

246. On August 26, 2011, Lashiara Stewart signed Respondent's Statement of Distribution.

247. According to Respondent's signed Statement of Distribution, Respondent received a counsel fee of \$5,600.00 and paid expenses, prior to settlement, totaling \$1,210.88.

248. Respondent failed to remove his entire counsel fee and expenses he allegedly paid, prior to settlement, from his IOLTA.

249. Respondent commingled \$2,310.88 of his funds with client funds.

250. According to Respondent's Statement of Distribution, Respondent paid \$1,000.00 to Main Line Health Systems.

251. According to Respondent's IOLTA records, there is no evidence to show that Respondent paid \$1,000.00 to Main Line Health Systems on behalf of Lashiara Stewart.

252. Respondent led Lashiara Stewart to believe that Respondent had paid \$1,000.00 to Main Line Health Systems on Stewart's behalf, from the settlement funds.

253. Respondent converted \$1,000.00 belonging to Lashiara Stewart or Main Line Health Systems.

254. On August 24, 2012, the balance in Respondent's IOLTA was a negative \$8,756.50.

Robert Strecker

255. Respondent represented Robert Strecker in a personal injury matter.

256. On or about June 13, 2011, Respondent:

- a. received a settlement check from Nationwide Insurance Company on behalf of Robert Strecker for \$71,000.00; and
- b. deposited the settlement check into his IOLTA.

257. Respondent prepared a Statement of Distribution in the matter.

258. On or about June 22, 2011, Respondent issued an IOLTA check, #3099, payable to the Law Office of George A. Orlowitz for \$5,000.00 for counsel fees.

259. On or about June 23, 2011, Respondent issued an IOLTA check, #3100, to Robert Strecker for \$20,000.00 as a *partial settlement*.

260. On or about June 27, 2011, Respondent issued an IOLTA check, #3101, to the Law Office of George Orlowitz for \$5,000.00 for counsel fees.

261. On August 20, 2011, Robert Strecker signed Respondent's Statement of Distribution.

262. On or about August 22, 2011, Respondent issued an IOLTA check, #3120, to Robert Strecker for \$22,795.00 as a *FULL AND FINAL SETTLEMENT*.

263. On or about September 19, 2011, Respondent issued an IOLTA check, #3121, to Maribeth Blessing, Esquire in the amount of \$14,000.00 as a referral fee.

264. According to Respondent's signed Statement of Distribution, Respondent received a counsel fee of \$28,000.00.

265. According to Respondent's IOLTA bank records, Respondent withdrew a total of \$24,000.00 in counsel fees (\$5,000.00 + \$5,000.00 + \$14,000.00).

266. Respondent failed to remove the remaining \$4,000.00 in counsel fees from his IOLTA.

267. According to Respondent's signed Statement of Distribution, Respondent paid \$205.00 in expenses, prior to settlement, on behalf of Mr. Strecker.

268. Respondent failed to remove the \$205.00 in costs that Respondent allegedly paid, prior to settlement, from his IOLTA.

269. Respondent commingled \$4,205.00 of his funds with client funds.

Anwar Summers

270. Respondent represented Anwar Summers in a personal injury matter.

271. On or about January 4, 2011, Respondent:

- a. received a settlement check from Travelers Insurance Company on behalf of Anwar Summers for \$41,000.00; and
- b. deposited the settlement check into his IOLTA.

272. Respondent prepared a Statement of Distribution in the matter.

273. On or about January 6, 2011, Respondent issued an IOLTA check, #3060, to the Law Office of George A. Orlowitz for \$12,658.00 as fee/costs.

274. On or about January 10, 2011, Anwar Summers signed Respondent's Statement of Distribution.

275. According to Respondent's Statement of Distribution, Respondent received \$15,000.00 in counsel fees; however, according to the IOLTA bank records, Respondent withdrew \$12,500.00 in counsel fees and \$158.00 in expenses.

276. Respondent failed to remove the remaining \$2,500.00 in counsel fees from his IOLTA.

277. Respondent commingled \$2,500.00 of his funds with client funds.

278. According to Respondent's Statement of Distribution, Respondent paid DPW \$255.00, Advanced Diagnostics \$600.00, MRCP \$213.00, and Leslie Bankoff, D.O. \$4,000.00 on behalf of Anwar Summers, for a total of \$5,068.00.

279. According to Respondent's IOLTA bank records there is no evidence to show that Respondent paid any of the medical providers listed in ¶278, *supra*, on behalf of Anwar Summers.

280. Respondent led Anwar Summers to believe that Respondent had paid \$5,608.00 to the medical providers listed in ¶278, *supra*, on Summers' behalf, from the settlement funds.

281. Respondent converted \$5,068.00 in funds that belonged to Anwar Summers or the medical providers listed in ¶278, *supra*.

282. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

Huong and William Thach

283. Respondent represented Huong and William Thach in personal injury matters.

284. On or about September 12, 2012, Respondent:

- a. received a settlement check from Progressive Advanced Insurance Company on behalf of Huong Thach for \$5,500.00;
- b. received a settlement check from Progressive Advanced Insurance Company on behalf of William Thach for \$5,500.00; and
- c. deposited the settlement checks into his IOLTA.

285. Respondent prepared Statements of Distribution in the matters.

286. On September 18, 2012, Huong Thach and William Thach each signed Respondent's Statements of Distribution respectively.

287. According to Respondent's Statements of Distribution, Respondent received \$2,200.00 in fees and \$130.00 in expenses for each case, totaling \$4,660.00.

288. On or about September 17, 2012, Respondent issued an IOLTA check, #3247, to the Law Office of George Orlowitz for \$2,500.00.

289. On or about September 18, 2012, Respondent issued an IOLTA check, #3251, to the Law Office of George Orlowitz for \$1,900.00.

290. Respondent failed to remove the \$260.00 in expenses, which Respondent allegedly paid prior to settlement, on behalf of Huong and William Thach, from his IOLTA.

291. Respondent commingled \$260.00 of his funds with client funds.

Hope and Paul Thomas

292. Respondent represented Hope and Paul Thomas in personal injury matters.

293. On March 29, 2012, according to Respondent's Ledger for Hope and Paul Thomas, Respondent issued an IOLTA check, #2905, to the Law Office of George A. Orlowitz for \$3,000.00 as counsel fees.

294. On May 25, 2012, according to Respondent's Ledger for Hope and Paul Thomas, Respondent issued IOLTA check, #3224 to the Law Office of George A. Orlowitz for \$7,500.00 as counsel fees.

295. On May 31, 2012, Respondent issued an IOLTA check, #3226, to The Law Office of George Orlowitz for \$5,000 as a partial counsel fee for Thomas; however, Respondent also attributed this as a counsel fee in the Akines matter as well.

296. On June 7, 2012, according to Respondent's Ledger for Hope and Paul Thomas, Respondent issued an IOLTA check, #3225, to the Law Office of George Orlowitz for \$5,000.00 as counsel fees.

297. On July 20, 2012, according to Respondent's Ledger for Hope and Paul Thomas, Respondent issued an IOLTA check, #3229,

to the Law Offices of George Orlowitz for \$5,000.00 as counsel fees.

298. On or about July 24, 2012, according to Respondent's Ledger for Hope and Paul Thomas, Respondent issued an IOLTA check, #3237, to the Law Office of George Orlowitz for \$5,000.00 as counsel fees.

299. On six occasions, as listed in ¶293-298 *supra*, Respondent withdrew counsel fees from his IOLTA before a settlement had been deposited.

300. Respondent converted \$30,500.00 in funds belonging to other clients.

301. On or about August 1, 2012, Respondent:

- a. received a settlement check from State Farm Mutual Auto Insurance Company on behalf of Hope and Paul Thomas for \$215,000.00; and
- b. deposited the settlement check into his IOLTA.

302. Respondent prepared a Statement of Distribution in the matter.

303. Hope Thomas signed Respondent's Statement of Distribution but did not date it.

304. According to Respondent's Statement of Distribution, Respondent received a counsel fee of \$75,250.00.

305. According to Respondent's IOLTA bank records, Respondent withdrew counsel fees and costs totaling \$65,500.00.

306. Respondent failed to remove \$9,750.00 in fees from his IOLTA.

307. Respondent commingled \$9,750.00 of his funds with client funds.

308. According to Respondent's Statement of Distribution, Respondent paid \$758.63 in expenses, prior to settlement, on behalf of Hope Thomas.

309. Respondent failed to remove \$758.63 in expenses, Respondent allegedly paid for, prior to settlement, from his IOLTA.

310. Respondent commingled \$758.63 of his funds with client funds.

311. According to Respondent's Statement of Distribution, Respondent paid \$53.51 to Abington Hospital, \$31.44 to Bruno and Salkind Surgical, and \$115.20 to IOD on behalf of Hope Thomas, for a total of \$200.15.

312. According to Respondent's IOLTA bank records there is no evidence to show that Respondent paid \$200.15 to the medical providers listed in ¶311, *supra*.

313. Respondent led Hope Thomas to believe that Respondent had paid \$200.15 to the medical providers listed in ¶295, *supra*, on Thomas's behalf, from the settlement funds.

314. Respondent converted \$200.15 belonging to Hope Thomas or the medical providers listed in ¶311, *supra*.

315. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

Joseph Thomas

316. Respondent represented Joseph Thomas in a personal injury matter.

317. On or about May 25, 2012, Respondent:

- a. received a settlement check from Allstate Insurance Company on behalf of Joseph Thomas for \$5,500.00; and
- b. deposited the settlement check into his IOLTA.

318. Respondent prepared a Statement of Distribution in the matter.

319. On May 29, 2012:

- a. Joseph Thomas signed Respondent's Statement of Distribution; and

b. Respondent issued IOLTA check, #3222 to Joseph Thomas for \$3,136.67 as a *Distribution*.

320. According to Respondent's Statement of Distribution, Respondent received \$2,200.00 in counsel fees and \$163.33 in costs Respondent paid for, prior to settlement.

321. Respondent failed to withdraw \$2,363.33 in fees and costs from his IOLTA.

322. Respondent commingled \$2,363.33 of his funds with client funds.

323. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

Leslie White

324. Respondent represented Leslie White in a personal injury matter.

325. On or about June 18, 2012, Respondent:

a. received a settlement check from SEPTA on behalf of Leslie White for \$7,000.00; and

b. deposited the settlement check into his IOLTA.

326. On June 20, 2012, Leslie White signed Respondent's Statement of Distribution.

327. On June 25, 2012, Respondent's IOLTA check, #3230, made payable to Leslie White in the amount of \$3,718.05 cleared his IOLTA.

328. According to Respondent's Statement of Distribution, Respondent received \$2,800.00 in fees and paid \$183.33 in costs, prior to settlement.

329. Respondent failed to remove \$2,983.33 in fees and costs from his IOLTA.

330. Respondent commingled \$2,983.33 of his funds with client funds.

331. According to Respondent's Statement of Distribution, Respondent paid a Medicare Lien in the amount of \$298.62 on behalf of Leslie White.

332. According to Respondent's IOLTA records, there is no evidence to show Respondent paid the \$298.62 Medicare Lien on behalf of Leslie White.

333. Respondent led Leslie White to believe that Respondent had paid a \$298.62 lien to Medicare on White's behalf, from the settlement funds.

334. Respondent converted \$298.62 belonging to Leslie White or Medicare.

335. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

Dominic or Dominique Williams

336. Respondent represented Dominic or Dominique Williams in a personal injury matter.

337. On or about January 4, 2011, Respondent:

- a. received a settlement check from Travelers Insurance Company on behalf of Dominic or Dominique Williams for \$17,000.00; and
- b. deposited the settlement check into his IOLTA.

338. Respondent prepared a Statement of Distribution in the matter.

339. On January 6, 2011, Respondent issued an IOLTA check, #3059, to the Law Offices of George A. Orlowitz for \$3,879.10 in fees/costs.

340. On January 14, 2011, Dominic or Dominique Williams signed Respondent's Statement of Distribution.

341. On January 18, 2011, Respondent's IOLTA check, #3061, made payable to Dominic Williams for \$7,621.00, cleared his IOLTA.

342. According to Respondent's Statement of Distribution, Respondent received \$6,200.00 in counsel fees and \$179.10 in expenses that Respondent paid for, prior to settlement.

343. Respondent failed to remove \$2,500.00 in counsel fees from his IOLTA.

344. Respondent commingled \$2,500.00 of his funds with client funds.

345. According to Respondent's Statement of Distribution, Respondent paid Leslie Bankoff, D.O. \$3,000.00.

346. According to Respondent's IOLTA records, there is no evidence to show that Respondent paid \$3,000.00 to Leslie Bankoff, D.O. on behalf of Dominic or Dominique Williams.

347. Respondent led Dominic or Dominique Williams to believe that Respondent had paid \$3,000.00 to Leslie Bankoff, D.O. on White's behalf, from the settlement funds.

348. Respondent converted \$3,000.00 belonging to Dominic or Dominique Williams or Leslie Bankoff, D.O..

349. On August 24, 2012, Respondent's IOLTA was overdrawn by \$8,756.50.

Joan Leopold

350. Joan Leopold and her sister Anne Strang were born in 1940 and 1946, lived together in a house, and were diagnosed as having Huntingdon's disease.

351. On August 2, 2009, Joan Leopold and Anne Strang were involved in a serious motor vehicle accident and sustained injuries.

352. The injuries exacerbated their chronic neurodegenerative illness and eventually required the sisters to move into assisted living at Sunrise of Dresher.

353. Joan Leopold and Anne Strang executed documents giving Power of Attorney ("POA") to Ms. Leopold's daughter, April Hynes.

354. Joan Leopold and Anne Strang had personal bank accounts prior to their accident and post-accident.

355. Respondent represented Joan Leopold in her personal injury matter.

356. According to Respondent's Joan Leopold ledger, on or about July 21, 2010, Joan Leopold received \$14,000.00 from Progressive Insurance as a settlement.

357. On July 23, 2010, Respondent issued an IOLTA check, #3013, to the Law Offices of George A. Orlowitz for \$5,000.00 for A. Strang - partial fee.

358. On July 28, 2010, Respondent issued an IOLTA check, #3014, to John Attiani, Esq. for \$660.00 for a Strang/Leopold-referral fee.

359. On July 30, 2010, Respondent issued an IOLTA check, #3015, to the Law Office of Marybeth Blessing for \$2,220.00 for a referral fee in the Strang/Leopold matters.

360. Respondent distributed a total of \$7,880.00 from the \$14,000.00 settlement between July 23, 2010 and July 30, 2010; however, none of the settlement funds were distributed to Joan Leopold or paid on her behalf.

361. According to Respondent's Statement of Distribution, Respondent received 40% of the settlement, which was \$5,600.00 and paid medical costs, prior to settlement, totaling \$565.45.

362. Respondent paid referral fees to John Attiani and Marybeth Blessing, totaling \$2,880.00, out of Joan Leopold's portion of the settlement rather than from his counsel fees.

363. Respondent converted \$1,714.55 belonging to Joan Leopold.

364. According to Respondent's Statement of Distribution, Respondent paid a Medicare Lien in the amount of \$3,000.00; however, according to Respondent's IOLTA bank records, there is no evidence to show that Respondent paid the \$3,000.00 Medicare lien.

365. Respondent converted \$3,000.00 belonging to Joan Leopold or Medicare.

366. On August 8, 2011, Respondent:

- a. received a second settlement check in the amount of \$50,000.00 from Travelers Insurance on behalf of Joan Leopold; and
- b. deposited the settlement check into his IOLTA.

367. Subsequently, Respondent made the following payments to Sunrise of Dresher on behalf of Joan Leopold:

- a. March 16, 2012, IOLTA check, #3199 in the amount of \$5,050.69;
- b. August 16, 2012, IOLTA check, #3245 in the amount of \$15,000.00; and
- c. August 24, 2012, IOLTA check, #3249 in the amount of \$16,663.00, for a total of \$36,713.69.

368. On February 13, 2012, Respondent issued an IOLTA check, #3190, to the Law Office of George Orlowitz in the amount of \$3,000.00. According to Respondent's Ledger for Joan Leopold, the \$3,000.00 was for costs.

369. On February 16, 2012, Respondent issued an IOLTA check, #3192, made payable to the Law Office of George Orlowitz in the amount of \$3,000.00. According to Respondent's Ledger for Joan Leopold, the \$3,000.00 was for costs.

370. On February 22, 2012, Respondent issued an IOLTA check, #3193 made payable to the Law Office of George Orlowitz in the amount of \$3,000.00. According to Respondent's Ledger for Joan Leopold, the \$3,000.00 was for partial fees and costs.

371. On March 21, 2012, Respondent issued an IOLTA check #2903, made payable to the Law Office of George Orlowitz in the amount of \$3,000.00. According to Respondent's Ledger for Joan Leopold, the \$3,000.00 was for partial fees and costs.

372. On March 29, 2012, Respondent issued an IOLTA check, #3200, in the amount of \$3,000.00 made payable to the Law Office of George Orlowitz. According to Respondent's Ledger for Joan Leopold, the \$3,000.00 was for costs.

373. The five checks referenced in ¶368-372, *supra*, totaled \$15,000.00.

374. Respondent paid a total of \$51,713.69 from the two settlements for the benefit of Joan Leopold.

375. The two settlements should have been distributed separately with two Statements of Distribution. Respondent received Joan Leopold's first settlement on July 21, 2010, and received Joan Leopold's second settlement on August 8, 2011; however, Respondent did not make any distributions to or on behalf of Joan Leopold until March 16, 2012.

376. Respondent failed to timely distribute funds belonging to Joan Leopold.

Anne Strang

377. Respondent represented Anne Strang in a personal injury matter.

378. On or about April 7, 2010, Respondent:

- a. received a settlement check on behalf of Anne Strang from Progressive Insurance in the amount of \$15,000.00; and
- b. deposited the settlement check into his IOLTA.

379. On April 7, 2010, Respondent issued an IOLTA check, #2926, to the Law Office of George Orlowitz in the amount of \$5,000.00. According to Respondent's Ledger for Anne Strang, the \$5,000.00 was for fees/costs.

380. On May 20, 2010, Respondent issued an IOLTA check, #2895, to John Attiani, Esquire in the amount of \$500.00 for a referral fee.

381. On June 1, 2010, Respondent issued an IOLTA check, #2975, to Maribeth Blessing, Esquire in the amount of \$3,000.00 for a referral fee.

382. Respondent deducted the referral fees paid to John Attiani, Esquire and Maribeth Blessing, Esquire from Anne Strang's portion of the settlement, not from Respondent's counsel fees.

383. On or about August 8, 2011, Respondent:

- a. received a settlement check from Travelers Insurance Company on behalf of Anne Strang for \$250,000.00; and
- b. deposited the settlement check into his IOLTA.

384. Respondent prepared a Statement of Distribution in the matter.

385. Respondent made the following payments on behalf of Anne Strang:

- a. on or about October 17, 2011, Respondent issued an IOLTA check, #3145, to Adam Rosenblatt, M.D. in the amount of \$1,500.00;
- b. on or about March 16, 2012, Respondent issued an IOLTA check, #3198, to Sunrise of Dresher in the amount of \$9,167.23;
- c. on or about March 29, 2012, Respondent issued an IOLTA check, #2904, to Rawlings & Associates for \$6,167.60;
- d. on or about August 16, 2012, Respondent issued an IOLTA check, #3246, to Sunrise of Dresher in the amount of \$20,000.00; and
- e. on or about August 27, 2012, Respondent issued an IOLTA check, #3248, to Sunrise of Dresher in the amount of \$15,917.00.

386. PNC Bank paid Respondent's IOLTA check, #3248; however, Respondent's IOLTA was overdrawn by \$8,756.50 beginning on August 24, 2012.

387. The five payments Respondent made on behalf of Anne Strang, as listed in ¶385a-e, *supra*, totaled \$52,751.83.

388. Respondent issued the following 20 checks made payable to the Law Office of George Orlowitz or the Law Offices of George Orlowitz, totaling \$93,000.00:

- a. August 23, 2011, Respondent issued an IOLTA check, #3130, in the amount of \$10,000.00;

- b. September 2, 2011, Respondent issued an IOLTA check, #3134, in the amount of \$15,000.00;
- c. September 16, 2011, Respondent issued an IOLTA check, #3135, in the amount of \$5,000.00;
- d. October 17, 2011, Respondent issued an IOLTA check, #3139, in the amount of \$10,000;
- e. October 28, 2011, Respondent issued an IOLTA check, #3148, in the amount of \$5,000.00;
- f. November 9, 2011, Respondent issued an IOLTA check, #3161, in the amount of \$3,000.00;
- g. November 15, 2011, Respondent issued an IOLTA check, #3163, in the amount of \$4,000.00;
- h. November 23, 2011, Respondent issued an IOLTA check, #3166, in the amount of \$3,000.00;
- i. December 1, 2011, Respondent issued an IOLTA check, #3168, in the amount of \$3,000.00;
- j. December 6, 2011, Respondent issued an IOLTA check, #3169, in the amount of \$3,000.00;
- k. December 12, 2011, Respondent issued an IOLTA check, #3170, in the amount of \$3,000.00;
- l. December 14, 2011, Respondent issued an IOLTA check, #3171, in the amount of \$3,000.00;
- m. December 22, 2011, Respondent issued an IOLTA check, #3172, in the amount of \$3,000.00;
- n. January 19, 2012, Respondent issued an IOLTA check, #3180, in the amount of \$3,000.00;
- o. January 23, 2012, Respondent issued an IOLTA check, #3181, in the amount of \$3,000.00;
- p. January 27, 2012, Respondent issued an IOLTA check, #3183, in the amount of \$3,000.00;
- q. February 8, 2012, Respondent issued an IOLTA check, #3188, in the amount of \$3,000.00;

- r. February 10, 2012, Respondent issued an IOLTA check, #3189, in the amount of \$3,000.00;
- s. February 15, 2012, Respondent issued an IOLTA check, #3191, in the amount of \$3,000.00; and
- t. March 14, 2012, Respondent issued an IOLTA check, #3197, in the amount of \$5,000.00.

389. According to Respondent's Statement of Distribution, Respondent received \$106,000.00 in counsel fees.

390. In addition to Respondent's \$106,000.00 in counsel fees, Respondent paid the following referral fees from his IOLTA:

- a. On or about September 16, 2011, Respondent issued an IOLTA check, #3140, in the amount of \$10,000.00 made payable to John Attiani, for *Strang/Leopold-referral fee*;
- b. On or about September 19, 2011, Respondent issued an IOLTA check, #3141, in the amount of \$40,000.00 made payable to Maribeth Blessing, for *Strang/Leopold-referral fee*;
- c. On or about October 13, 2011, Respondent issued an IOLTA check, #3159, in the amount of \$2,000.00 made payable to John Attiani, for *Strang/Leopold-referral fee*; and
- d. On or about October 13, 2011, Respondent issued an IOLTA check, #3160, in the amount of \$8,078.00 made payable to MariBeth Blessing Law Office, for *Strang-fee*.

391. According to Respondent's IOLTA bank records, Respondent withdrew a total of \$166,078.00 in fees.

392. Respondent converted \$60,078.00 that belonged to Anne Strang and/or other clients.

393. Subsequent to the receipt of Anne Strang's second settlement, Respondent approached the POA, April Hynes, and asked if he could borrow money from Anne Strang's portion of the settlement for the purpose of paying a referral fee.

394. On June 26, 2103, as a result of a subpoena issued to Respondent, Respondent testified, under oath, that the money he took from Anne Strang was a "loan" and that he had permission from the POA to borrow the money; however, the POA was not aware of the amount of the "loan" nor did Respondent provide any documentation to the POA regarding the terms of the "loan".

395. Respondent failed to make prompt distributions to Anne Strang and left her settlement funds in his IOLTA rather than distribute the funds to Anne Strang's personal bank account or into an interest bearing account in Anne Strang's name with April Hynes as POA.

396. On July 9, 2013, ODC sent Respondent a letter because Respondent still had not distributed settlement funds belonging to Anne Strang.

397. In or about July of 2013, Respondent issued a check to POA, April Hynes or Anne Strang in the amount of \$93,000.00; however, Respondent subsequently obtained a bank check for \$93,000.00 and provided it to April Hynes.

Gifts or Loans from Corinne Stone

398. Corinne Stone was not Respondent's client.

399. On December 21, 2011, Respondent deposited a check in the amount of \$700.00 from his mother-in-law, Corinne Stone, made payable to Respondent's son Daniel Orlowitz, into his IOLTA. The memo line on the check indicated: *Hanukkah and Birthday*.

400. On February 7, 2011, Respondent's IOLTA balance was \$11,671.28.

401. On or about February 9, 2011, Respondent deposited a Vanguard PA Tax Exempt Money Market Account check, for \$75,000.00 from Corinne Stone, into his IOLTA.

402. Respondent deposited the \$75,000.00 into his IOLTA to replace client funds he had previously converted.

403. On February 15, 2013, the balance in Respondent's IOLTA was \$8,133.50.

404. On or about February 26, 2013, Respondent received a Wells Fargo bank check from Corinne Stone in the amount of \$125,000.00 and deposited the check into his IOLTA.

405. On June 26, 2013, as a result of a subpoena issued to Respondent, he:

- a. appeared in court at the District II Office of Disciplinary Counsel; and
- b. testified under oath, that he deposited the \$125,000.00 bank check from Corinne Stone into his IOLTA to replace client funds he had withdrawn from his IOLTA.

Gifts or Loans from Daniel Orlowitz

406. Daniel Orlowitz was not Respondent's client.

407. Respondent deposited the following three checks from his son, Daniel Orlowitz into Respondent's IOLTA:

- a. on August 29, 2012, a check for \$7,500.00;
- b. on August 30, 2012, a check for \$7,500.00; and
- c. on September 20, 2012, a check for \$2,000.00.

408. Respondent deposited the three checks from Daniel Orlowitz into Respondent's IOLTA to replace client funds he had previously converted.

Withdrawals from IOLTA not client-related

409. From January 1, 2011 to May 31, 2013, Respondent issued the following 23 checks to the Law Office of George Orlowitz or the Law Offices of George Orlowitz totaling \$112,500.00 from his IOLTA:

- a. January 24, 2011, an IOLTA check, #3064, for \$2,500.00;
- b. February 28, 2011, an IOLTA check, #3070, for \$5,000.00;

- c. March 8, 2011, an IOLTA check, #3073, for \$10,000.00;
- d. March 22, 2011, an IOLTA check, #3076, for \$5,000.00;
- e. May 13, 2011, an IOLTA check, #3088, for \$5,000.00;
- f. May 23, 2011, an IOLTA check, #3094, for \$3,500.00;
- g. May 25, 2011, an IOLTA check, #3095, for \$7,500.00;
- h. June 15, 2011, an IOLTA check, #3098, for \$7,500.00;
- i. July 15, 2011, an IOLTA check, #3102, for \$5,000.00;
- j. August 11, 2011, an IOLTA check, #3119, for \$10,000.00;
- k. November 17, 2011, an IOLTA check, #3164, for \$2,500.00;
- l. November 17, 2011, an IOLTA check, #3165, for \$1,500.00;
- m. November 25, 2011, an IOLTA check, #3167, for \$3,000.00;
- n. December 29, 2011, an IOLTA check, #3173, for \$3,000.00;
- o. January 5, 2012, an IOLTA check, #3177, for \$3,000.00;
- p. January 10, 2012, an IOLTA check, #3178, for \$5,000.00;
- q. January 11, 2012, an IOLTA check, #3174, for \$3,000.00;
- r. January 13, 2012, an IOLTA check, #3179, for \$3,000.00;

- s. May 18, 2012, an IOLTA check, #3211, for \$5,000.00;
- t. May 25, 2012, an IOLTA check, #3224, for \$7,500.00;
- u. June 12, 2012, an IOLTA check, #3227, for \$5,000.00;
- v. June 20, 2012, an IOLTA check, #3228, for \$5,000.00; and
- w. July 20, 2012, an IOLTA check, #3229, for \$5,000.00.

410. The transactions listed in ¶409-a-w, *supra*, were not withdrawn as counsel fees owed to Respondent from a client or clients.

411. Respondent converted \$112,500.00 in client funds.

Operating Expenses paid from IOLTA

412. Respondent paid the following operating expenses from his IOLTA:

- a. On or about February 15, 2011, a Direct Payment Safety Deposit Box fee of \$62.00 was withdrawn from Respondent's IOLTA;
- b. On or about February 15, 2012, a Direct Payment Safety Deposit Box fee of \$70.00 was withdrawn from Respondent's IOLTA; and
- c. On or about February 15, 2013, a Direct Payment Safety Deposit Box fee of \$70.00 was withdrawn from Respondent's IOLTA.

413. By his conduct as alleged in Paragraphs 9 through 412 *supra*, Respondent has violated the following Rules of Professional Conduct:

- a. RPC 1.3, requiring a lawyer to act with reasonable diligence and promptness in representing a client;
- b. RPC 1.4(a)(2), requiring a lawyer to reasonably consult with the client about the means by which the client's objectives are to be accomplished;
- c. RPC 1.4(a)(3), requiring a lawyer to keep the client reasonably informed about the status of the matter;
- d. RPC 1.5(b), requiring a lawyer, who has not regularly represented a client, to communicate to the client in writing, the basis or rate of the fee, before or within a reasonable time after commencing the representation;
- e. RPC 1.8(a)(1), prohibiting a lawyer from entering into a business transaction with a client or knowingly acquiring an ownership, possessory, security or other pecuniary interest adverse to client unless the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

- f. RPC 1.8(a)(2), prohibiting a lawyer from entering into a business transaction with a client or knowingly acquiring an ownership, possessory, security or other pecuniary interest adverse to client unless the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction;
- g. RPC 1.8(e), prohibiting a lawyer from providing financial assistance to a client in connection with pending or contemplated litigation;
- h. RPC 1.15(b), requiring a lawyer to hold all Rule 1.15 Funds and property separate from the lawyer's own property and requiring the lawyer to identify and appropriately safeguard the property;
- i. RPC 1.15(e), requiring a lawyer to 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;

- j. RPC 1.15(h), prohibiting a lawyer from depositing the lawyer's own funds in a Trust Account except for the sole purpose of paying service charges on that account, and only in an amount necessary for that purpose;
- k. RPC 8.4(a), prohibiting a lawyer from violating or attempting to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- l. RPC 8.4(b), prohibiting a lawyer from committing a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; and
- m. RPC 8.4(c), prohibiting a lawyer from engaging in conduct involving dishonesty, fraud, deceit or misrepresentation.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE CONSISTING OF A
FIVE-YEAR LICENSE SUSPENSION

Precedent establishes that Respondent's serious misconduct warrants either a lengthy license suspension or disbarment. Attorneys who engage in a pattern of converting and commingling client funds have generally received discipline ranging from a five-year suspension to disbarment. See e.g. Office of

Disciplinary Counsel v. James W. Knepp, 497 Pa. 396, 441 A.2d 1197 (1982) (Respondent Knepp disbarred for converting approximately \$14,000, in three client matters over the course of four years; *Office of Disciplinary Counsel v. Robert S. Lucarini*, 504 Pa. 271, 472 A.2d 186 (1983) (Supreme Court disbarred attorney who admitted to repeatedly commingling and converting client funds); *Office of Disciplinary Counsel v. George J. Kanuck*, 517 Pa. 160, 174, 535 A.2d 69 (1987) (Respondent Kanuck suspended for five years for converting and commingling funds in five client matters, full restitution made prior to the involvement of the Office of Disciplinary Counsel); *Office of Disciplinary Counsel v. Anonymous*, No. 66 DB 1996, (S.Ct. Order dated 2/10/98) (D.Bd. Rpt. Dated 11/17/97) (attorney received a five-year suspension for commingling and converting funds in at least fourteen client matters).

Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a suspension from the practice of law for a period of five years.

Respondent hereby consents to that discipline being imposed upon him by the Supreme Court of Pennsylvania. Attached to this petition is Respondent's executed affidavit required by Rule 215, Pa.R.D.E., stating that he consents to the recommended

discipline and includes the mandatory acknowledgements required by Rule 215 (d) (1) through (4), Pa.R.D.E.

In Pennsylvania, there is no *per se* discipline for a particular type of misconduct, but instead each case is reviewed individually as established in the case of *Office of Disciplinary Counsel v. Lucarini*, 417 A.2d 186 (Pa. 1983). The appropriate disciplinary sanction is based on the nature and gravity of the misconduct, and the aggravating and mitigating factors present. *In re Anonymous*, No. 85 DB 97, 44 Pa. D. & C. 4th 299 (1999).

In support of Petitioner's and Respondent's joint recommendation, it is respectfully submitted that the following aggravating factor is present:

- a. Respondent received private discipline on October 17, 2006 for violations of RPC 1.4(a), RPC 1.4(b), RPC 1.15(a), RPC 1.15(b) and RPC 8.4(c).

In support of Petitioner's and Respondent's joint recommendation, it is respectfully submitted that the following mitigating factors are present:

- a. Respondent has acknowledged his wrongdoing and cooperated in this disciplinary matter as evidenced by the joint petition on consent: and

b. In July of 2013, Respondent paid \$93,000.00 in restitution to POA, April Hynes, regarding the Anne Strang matter.

Case law supports a supports a five-year suspension in this matter. In *Office of Disciplinary Counsel v. James Barnett Gefsky*, 162 DB 2009 (2011), the Supreme Court imposed a five-year license suspension upon Respondent Gefsky who, over the course of a year, converted approximately \$75,000.00 in funds belonging to two clients, for his own benefit. Respondent ultimately reimbursed one client approximately \$71,500.00 but never reimbursed his other client approximately \$3,300.00. Additionally, Respondent failed to communicate with one of the clients and misrepresented the status of the client's case. The Disciplinary Board, in its Report and Recommendation noted that Gefsky showed little remorse, presented no mitigation and had a prior history of private discipline. The Board concluded that Respondent Gefsky's claim that his misappropriation was unintentional and due to the disorganized state of his law practice was unsupported by the evidence. Furthermore, the Board concluded that Respondent Gefsky did not show any evidence of remedial action taken to change the unsatisfactory operation of his practice.

In the instant matter, like *Gefsky*, Respondent has made restitution to one client, Anne Strang, in the amount of

\$93,000.00; however, Respondent has not made restitution to all of his clients. Respondent, like *Gefsky*, has a prior history of discipline, Respondent has a prior history of discipline for, *inter alia*, violations of RPC 1.5(a) and RPC 1.5(b). Respondent, unlike *Gefsky*, has acknowledged his wrongdoing and cooperated in the disciplinary matter as evidenced by the joint petition on consent.

In *Office of Disciplinary Counsel v. Anthony L. Cianfrani*, 164 DB 2007 (2008), the Supreme Court imposed a five-year license suspension upon Respondent Cianfrani who converted fiduciary funds in at least ten client matters and converted for his own use at least \$116,000.00 belonging to his clients and third parties. Cianfrani's misconduct occurred over the course of approximately fifteen months. Cianfrani also commingled his funds with fiduciary funds and failed to maintain the financial records for his IOLTA. Respondent had no prior history of discipline, cooperated, showed remorse and made restitution.

In the instant matter, Respondent converted fiduciary funds for his own use in at least ten client matters over the course of at least 24 months. Respondent also commingled his funds with fiduciary funds repeatedly. Respondent, like Cianfrani cooperated and made restitution, albeit to only client. Petitioner and Respondent conclude that the public will be protected and the confidence in the legal profession and

judicial system will be preserved by Respondent's suspension of five years.

WHEREFORE, Petitioner and Respondent respectfully request that, pursuant to Pennsylvania Rules of Disciplinary Enforcement 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 in which it is recommended that the Supreme Court of Pennsylvania enter an Order:


- a. suspending Respondent from the practice of law for a period of five years;
- b. directing Respondent to pay all necessary expenses incurred in the investigation and prosecution of this matter; and
- c. directing Respondent to comply with all the provisions of Pa.R.D.E. 217.

Respectfully submitted,

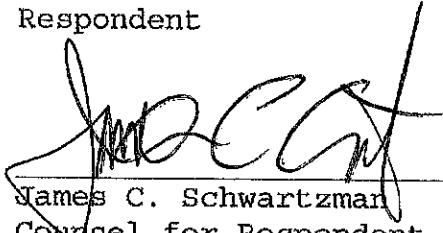
5-27-15
Date

BY: Patricia A. Dugan
Patricia A. Dugan
Disciplinary Counsel
Attorney Registration No. 87147
1601 Market Street
Suite 3320
Philadelphia, PA 19103-2337

5/22/15
Date

BY: 
George Allen Orlowitz
Respondent

5/27/15
Date

BY: 
James C. Schwartzman
Counsel for Respondent
Attorney Registration No. 16199
Stevens & Lee, PC
1818 Market Street
29th Floor
Philadelphia, PA 19103

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

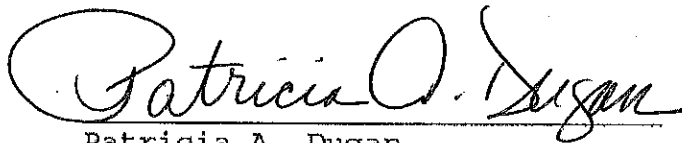
OFFICE OF DISCIPLINARY COUNSEL, : No. DB 2015
Petitioner :
 : ODC File No. C2-12-933
 :
v. : Attorney Reg. No. 27125
 :
GEORGE ALLEN ORLOWITZ, :
Respondent : (Montgomery County)

VERIFICATION

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

5/27/15

Date



Patricia A. Dugan,
Disciplinary Counsel

5/22/15

Date



George Allen Orlowitz
Respondent

5/27/15

Date



James C. Schwartzman
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. DB 2015
Petitioner :
 : ODC File No. C2-12-933
 :
v. : Attorney Reg. No. 27125
 :
GEORGE ALLEN ORLOWITZ, :
Respondent : (Montgomery County)

AFFIDAVIT

George Allen Orlowitz, hereby tenders this affidavit in support of the Joint Petition in Support of Discipline on Consent Pursuant to Pa.R.D.E. 215(d), and further states as follows:

1. He freely and voluntarily consents to the proposed discipline; he is not being subjected to coercion or duress; he is fully aware of the implication 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 involving allegations that he has been guilty of misconduct as set forth in the Joint Petition on Consent.

3. He acknowledges that the material facts set forth in the Joint Petition on Consent are true.

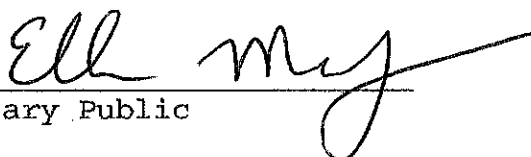
4. He consents because he knows that if charges continued to be prosecuted in the pending proceeding, he could not successfully defend against them.

Signed this 22ND day of May, 2015.



GEORGE ALLEN ORLOWITZ
Attorney Registration No. 27125

Sworn to and subscribed
Before me this 22 day
of May, 2015.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ELLEN MANFALOUTI, Notary Public
Cheltenham Twp., Montgomery County
My Commission Expires November 21, 2015