

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2189 Disciplinary Docket No. 3
	:	
Petitioner	:	No. 107 DB 2015
	:	
	:	Attorney Registration No. 202416
v.	:	
	:	(Montgomery County)
PATRICK JOSEPH BRADLEY,	:	
	:	
Respondent	:	
	:	

ORDER

PER CURIAM

AND NOW, this 15th day of September, 2016, upon consideration of the Verified Statement of Resignation, Patrick Joseph Bradley is disbarred on consent from the Bar of the Commonwealth of Pennsylvania, see Pa.R.D.E. 215, and he shall comply with the provisions of Pa.R.D.E. 217. Respondent shall pay costs to the Disciplinary Board pursuant to Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 9/15/2016

Attest: 
Chief Clerk
Supreme Court of Pennsylvania

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

OFFICE OF DISCIPLINARY COUNSEL	:	No. 2189 Disciplinary Docket No. 3
Petitioner	:	
	:	No. 107 DB 2015
v.	:	
	:	Attorney Registration No. 202416
PATRICK JOSEPH BRADLEY	:	
Respondent	:	(Montgomery County)

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. 2189 Disciplinary Docket
Petitioner : No. 3
:
:
v. : No. 107 DB 2015
:
PATRICK JOSEPH BRADLEY, : Attorney Registration No. 202416
Respondent : (Montgomery County)

RESIGNATION
UNDER Pa.R.D.E. 215

Patrick Joseph Bradley, Esquire, hereby tenders his unconditional resignation from the practice of law in the Commonwealth of Pennsylvania in conformity with Pa.R.D.E. 215 ("Enforcement Rules") and further states as follows:

1. He is a formerly admitted attorney in the Commonwealth of Pennsylvania, having been admitted to the bar on or about July 18, 2006. His attorney registration number is 202416. By Order Dated July 10, 2015, Respondent was placed on temporary suspension pursuant to Pa.R.D.E. 208(f)(5) until further definitive action by the Court.

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 acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has/~~has not~~ retained, consulted with and acted upon the advice of counsel in connection with his decision to execute the within resignation.

5. He is aware that there is presently pending an investigation into allegations that he has been guilty of misconduct, the nature of which allegations have been made known to him by service of a Petition for Rule to Show Cause Why Respondent Should Not Be Held In Contempt dated May 2, 2016, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "A".

6. He acknowledges that the material facts upon which the complaint is predicated contained in Exhibit "A" are true.

7. He submits the within resignation because he knows that he could not successfully defend himself against the charges of professional misconduct set forth in the attached exhibit.

8. 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).

9. He is aware that pursuant to Enforcement Rule 215(c) the fact that he has tendered his resignation shall become a matter of

public record immediately upon delivery of the resignation statement to Disciplinary Counsel or the Secretary of the Board.

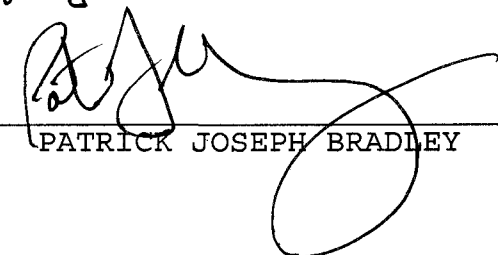
10. Upon entry of the order disbaring him on consent, he will promptly comply with the notice, withdrawal, resignation, trust account, and cease-and-desist provisions of Enforcement Rule 217 (a), (b), (c) and (d).

11. After entry of the order disbaring him on consent, he will file a verified statement of compliance as required by Enforcement Rule 217(e) (1).

12. He is aware that the waiting period for eligibility to apply for reinstatement to the practice of law under Enforcement Rule 218(b) shall not begin until he files the verified statement of compliance required by Enforcement Rule 217(e)(1), and if the order of disbarment contains a provision that makes the disbarment retroactive to an earlier date, then the waiting period will be deemed to have begun on that earlier date.

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 31st day of August, 2016.



PATRICK JOSEPH BRADLEY

WITNESS: Denise R Smith

IN THE SUPREME COURT OF PENNSYLVANIA

In the Matter of :
PATRICK JOSEPH BRADLEY :
: No. 107 DB 2015
: File Nos. C2-15-968; C2-16-40;
: C2-16-139; C2-16-327; and C2-16-402
: Attorney Reg. No. 202416
: (Montgomery County)

**PETITION FOR RULE TO SHOW CAUSE WHY
RESPONDENT SHOULD NOT BE HELD IN CONTEMPT**

Petitioner, Office of Disciplinary Counsel, by and through Paul J. Killion, Chief Disciplinary Counsel, and Harold E. Ciampoli, Jr., Disciplinary Counsel, (hereinafter "Petitioner"), files the within Petition For Rule To Show Cause Why Respondent Should not be Held in Contempt and in support thereof avers as follows:

1. Petitioner, whose principal office is situated at 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 proceedings brought in accordance with the various provisions of said Rules.

2. Patrick Joseph Bradley ("Respondent") was born on October 2, 1971.

3. Respondent was admitted to the practice of law in Pennsylvania on July 18, 2006.

4. The 2015-2016 Pennsylvania Attorney's Annual Fee Form Respondent filed on June 24, 2015, with the Attorney Registration Office listed Respondent's:

- a) Name and preferred mailing address as *Patrick Joseph Bradley, Bradley Law LLC, PO Box 26587, Collegeville, PA 19426;*
- b) Office Address as *Bradley Law LLC 3801 Germantown Pike Suite 201 C, Collegeville, PA 19426;*
- c) Telephone number as *(484) 902-0123*, fax number as *(484) 902-0120;*
- d) email address as *pbradley@bradleylawllc.com*; and
- e) Name of law firm through which he practiced as *Bradley Law LLC.*

A true and correct copy of Respondent's 2015-2016 Pennsylvania Attorney Annual Fee Form is attached as Exhibit "A".

5. In February 2015, Petitioner commenced an investigation regarding Respondent that included allegations, *inter alia*, that Respondent had converted, misapplied or misappropriated clients' advanced fees and expense retainers.

6. On June 15, 2015, Petitioner filed a *Petition for Issuance Of a Rule To Show Cause Why Respondent Should Not Be Suspended Pursuant To Pa.R.D.E.208(f)(5)* alleging, *inter alia*, that Respondent's blatant disregard of two subpoenas issued by this Honorable Court had materially delayed and obstructed Petitioner's investigation and warranted the temporary suspension of Respondent's license.

7. On June 17, 2015, the Petition, and an Order and Rule to Show why Respondent should not be placed on temporary suspension issued by the Disciplinary Board, were personally served on Respondent.

8. Respondent failed to file any response to the Order and Rule to Show Cause.

9. By Order dated July 10, 2015, this Honorable Court placed Respondent on temporary suspension pursuant to Pa.R.D.E. 208(f)(5), until further definitive action by the Court, and further ordered Respondent to comply with all the provisions of

Pa.R.D.E. 217. A true and correct copy of the July 10, 2015 Suspension Order is attached as Exhibit "B."

10. Pursuant to Pa.R.D.E. 217(d), the Order placing Respondent on temporary suspension was effective 30 days after entry; Respondent was immediately prohibited from accepting any new retainer or engaging as an attorney for another in any new case or legal matter of any nature; and Respondent could only wind up and complete matters which were pending on the date the Order was entered.

11. Under cover of a letter dated July 10, 2015, Elaine M. Bixler, Secretary of the Disciplinary Board provided Respondent with, *inter alia*:

- a. the suspension order;
- b. a copy of Pa.R.D.E. 217 and corresponding Board rules;
- c. Standard Guidance of the Disciplinary Board to Lawyers who have been Suspended Under Rule 208(f);
- d. Non-Litigation (form DB-23) and Litigation (form DB-24) Notices of Disbarment, Suspension or Transfer to Inactive Status; and
- e. Statement of Compliance (form DB-25).

A true and correct copy of the July 10, 2015 letter is attached as Exhibit "C".

12. The July 10, 2015 correspondence was sent by certified mail and by first class regular mail to Respondent's preferred mailing address. The certified mailing was returned to the Secretary's Office by the post office marked "unclaimed." The regular mailing was not returned.

13. The effective date of Respondent's suspension was August 9, 2015.

14. On the effective date of Respondent's suspension Respondent became a "formerly admitted attorney." Pa.R.D.E. 102(a).

15. This Honorable Court retains jurisdiction over Respondent. Jurisdiction arises from your Honorable Supreme Court's inherent and exclusive power to supervise the conduct of attorneys who are its officers. Rule 103, Pa.R.D.E. The exclusive disciplinary jurisdiction of your Honorable Supreme Court extends to "[a]ny formerly admitted attorney, with respect to acts prior to suspension, disbarment, administrative suspension or transfer to retired or inactive status, or with respect to acts subsequent thereto which amount to the practice of law or constitute the violation of the Disciplinary Rules, these rules [the Rules of Disciplinary Enforcement] or rules of the Board adopted pursuant hereto." Pa.R.D.E. 201(a)(3).

16. Pa.R.D.E. 217(c)(1) required Respondent to provide prompt notice of his suspension, by registered or certified

mail, return receipt requested, to all persons (or their agents or guardians) to whom Respondent owed a fiduciary duty at the time of Respondent's suspension or at any time after his suspension.

17. Pa.R.D.E. 217(c)(2) required Respondent to provide prompt notice of his suspension, by registered or certified mail, return receipt requested, to all other persons with whom Respondent may at any time expect to have professional contacts under circumstances where there is a reasonable probability that they may infer that Respondent continues to be an attorney in good standing.

18. Respondent's responsibility as a formerly admitted attorney to provide notice required by Pa.R.D.E. 217(c)(1) and (2) continues for as long as Respondent is suspended. Pa.R.D.E. 217(c).

19. Beginning on August 9, 2015, Pa.R.D.E. 217(d)(1) prohibited Respondent from accepting any new retainer or engaging as an attorney for another in any new case or legal matter of any nature.

20. Pa.R.D.E. 217(d)(2) requires a formerly admitted attorney to promptly cease and desist from using all forms of communication that expressly or implicitly convey eligibility to practice law in the state courts of Pennsylvania, including but not limited to professional titles, letterhead, business cards,

signage, websites, and references to admission to the Pennsylvania Bar.

21. Pa.R.D.E. 217(d)(3) requires a formerly admitted attorney on temporary suspension under Pa.R.D.E. 208(f) to "promptly resign all appointments as personal representative, executor, administrator, guardian, conservator, receiver, trustee, agent under a power of attorney, or other fiduciary position."

22. In cases of temporary suspension under Enforcement Rule 208(f), Pa.R.D.E. 217(d)(3) requires a formerly admitted attorney to take all necessary steps to cancel or discontinue the next regular publication of all advertisements and telecommunication listings that expressly or implicitly convey eligibility to practice law in the state courts of Pennsylvania.

23. Pa.R.D.E. 217(e)(1) requires a formerly admitted attorney, within ten days after the effective date of the suspension, to file with the Secretary of the Board a verified statement and serve a copy on Disciplinary Counsel.

24. Respondent has not filed with the Secretary of the Board a verified statement pursuant to Pa.R.D.E. 217(e)(1).

25. From August 9, 2015, until the present, Respondent has been prohibited from practicing law in the Commonwealth of Pennsylvania.

26. From August 9, 2015, until the present, Respondent has been prohibited from engaging in any form of law-related activities in the Commonwealth of Pennsylvania, except in full accordance with the stringent requirements of Pa.R.D.E. 217(j).

27. As of March 30, 2016, Respondent continued to maintain an office at 3801 Germantown Pike, Suite 201 (c), Collegeville PA, 19426.

28. As of March 30, 2016, Respondent's office had signs of *Bradley Law LLC* displayed outside his office. Attached as Exhibit "D" is a Declaration of Auditor/Investigator Daniel G. Richer, containing copies of photographs of Respondent's signs outside his office taken on March 30, 2016.

29. Respondent has a website: *bradleylawllc.com* which he continues to maintain.

30. Respondent's website, *inter alia*:

- a) describes Respondent as "Attorney, Managing Member";
- b) represents that "Patrick J. Bradley is licensed to practice law in Pennsylvania" and that Respondent "works exclusively with individuals with disabilities and related agencies";
- c) states that "Bradley Law LLC was created in 2006 to respond to a pressing need in Pennsylvania: adequate legal services and supports to

individuals with special needs"; "Bradley Law LLC is a boutique firm with a concentrated focus on the service needs of individuals with disabilities and their families"; Bradley Law LLC specializes in: 1. Creating customized special needs trusts that meet our clients individual needs. 2. Guardianship proceedings for persons with cognitive, intellectual and/or developmental disabilities. 3. Private Case Management/Care Management";

- d) claims that "by developing a law firm with a concentrated focus of serving those with special needs, we are able to maximize our services and supports for the individuals and families we serve";
- e) claims that "[f]or those seeking a knowledgeable, experienced attorney who can work toward your goals on your terms, Bradley Law is the right choice for you";
- f) lists his current membership/affiliations as American Bar Association and Pennsylvania Bar Association; and
- g) identifies his office address as *Bradley Law LLC*
3801 Germantown Pike, Suite 201 C, Collegeville,

PA 19426; his mailing address as *Bradley Law LLC*,
P.O. Box 26587, Collegetown, PA 19426; his phone
number as (484)902-0123; and his fax number as
(484)902-0120.

A true and correct copy of Respondent's website pages are
attached as Exhibit "E".

31. Pa.R.D.E. 217(j)(1) requires that any law-related
activities that Respondent performs be conducted under the
supervision of a member in good standing of the Bar of this
Commonwealth.

32. Respondent does not have a supervising attorney as
required by Pa.R.D.E. 217(j).

33. Subsequent to August 9, 2015, Respondent has performed
law-related activities in the Commonwealth of Pennsylvania.

34. Subsequent to August 9, 2015, Respondent has engaged
in the unauthorized practice of law in the Commonwealth of
Pennsylvania.

35. To date, Respondent has not been reinstated to the
practice of law and remains on temporary suspension.

I. RESPONDENT HAS ENGAGED IN THE WILLFUL UNAUTHORIZED PRACTICE OF LAW SUBSEQUENT TO HIS TEMPORARY SUSPENSION WHICH WAS BASED UPON HIS BLATANT DISREGARD OF TWO SUBPOENAS ISSUED BY THIS HONORABLE COURT

A) (Karen Rubin)

36. The allegations contained in paragraphs 1 through 35 are incorporated herein as if fully set forth.

37. On November 23, 2015, while suspended from the practice of law in this Commonwealth, Respondent met with Karen Rubin and her mother, May Ann Hindenach, at their Philadelphia home and discussed Respondent's representation of Ms. Rubin in connection with a Social Security matter.

38. By *Engagement/ Retainer Agreement* dated November 24, 2015, Respondent, *inter alia*, "set forth the terms and conditions upon which Bradley Law LLC will perform legal services for [Ms. Rubin] in connection with [handling an SSI issue and/or Medicaid issue and any social services related matters as needed]" A true and correct copy of the Agreement is attached as Exhibit "F".

39. Andrew Coyle, Trust Administrator for The Arc Community Trust of Pennsylvania (hereinafter, "ARC"), was a person with whom Respondent was having professional contacts subsequent to Respondent's suspension under circumstances where

there was a reasonable probability that Mr. Coyle would infer that Respondent was an attorney in good standing.

40. Respondent never advised Mr. Coyle in any manner that Respondent is a suspended attorney.

41. Respondent never advised Ms. Rubin or Ms. Hindenach in any manner that Respondent is a suspended attorney.

42. In October, November and December 2015, Respondent exchanged with Mr. Coyle emails relating to Ms. Rubin. Respondent's emails, *inter alia*, identified Respondent as "Attorney & Counselor at Law." True and correct copies of the October, November and December 2015 emails are attached collectively as Exhibit "G".

43. By email to Mr. Coyle dated December 28, 2015, Respondent attached an invoice from Bradley Law LLC "for services rendered to Karen Rubin, Beneficiary." A true and correct copy of the December 28, 2015 email and invoice are attached as Exhibit "H".

44. By emails to Mr. Coyle dated February 17 and February 19, 2016, Respondent inquired as to whether Ms. Rubin's invoice would be paid. True and correct copies of the February emails are attached as Exhibit "I".

45. By email to Respondent dated February 19, 2016, Julianna Van Duyne-King, Executive Director for ARC, advised Respondent that on the advice of counsel, Ms. Rubin's trust

would not be paid because Respondent was suspended from the practice of law during the time period reflected on the invoice. A true and correct copy of the February 19, 2016 email is attached as Exhibit "J".

46. By email dated February 19, 2016, Respondent replied to Ms. Van Duyne-King's email as follows:

Thanks for finally giving me the courtesy of a reply. As I know your office is fully aware, my office provides legal and non-legal services. Your office has hired my office is(sic) the past for multiple case management matters, at a non-legal rate for non-legal services. My services to Ms. Rubin were non legal in nature. As I am sure you are also aware, non-legal services can be rendered in SSI cases. Now if you would feel more comfortable with my office changing the wording on the invoice please let me know. Otherwise, I'll expect the bill to be paid in full ASAP. Please advise, Regards, Patrick J. Bradley, JD.

A true and correct copy of Respondent's February 19, 2016 email is attached as Exhibit "K".

47. By email to Mr. Coyle and Ms. VanDuyne-King dated February 19, 2016, 10:10 a.m., Respondent attached a "revised" invoice. A true and correct copy of the email and revised invoice are attached as Exhibit "L".

48. By email to Ms. Van Duyne-King dated February 19, 2016, 10:26 a.m., Respondent:

- a) inquired about the status of his "revised" invoice;

- b) advised that he would have to pursue the matter directly with the "client" if ARC did not provide payment for services rendered to Karen; and
- c) advised that, if the client could not "pay in short order", Respondent would have to pursue a claim for theft of services in the local Magisterial District Court.

A true and correct copy of Respondent's February 19, 2016 email is attached as Exhibit "M".

49. By email to Mr. Coyle and Ms. Van Duyne-King, dated February 23, 2016, Respondent, *inter alia*, inquired about the invoice. A true and correct copy of the February 23, 2016 email is attached as Exhibit "N".

B) (Dakota Moyer)

50. The allegations contained in paragraphs 1 through 35 are incorporated herein as if fully set forth.

51. By *Engagement/Retainer Agreement* dated July 14, 2014, Respondent, *inter alia*,

- a) set forth the terms and conditions upon which Bradley Law LLC would perform legal services for Matt Moyer and Alexis Moyer; and
- b) confirmed that Respondent would assist the Moyers in obtaining a supplemental needs trust and a

payback trust for the benefit of their son, Dakota Moyer, and would also assist them in obtaining two mirror wills with pour over provisions to the supplemental needs trusts.

A true and correct copy of the July 14, 2014 Agreement is attached as Exhibit "O".

52. By cover letter dated January 21, 2015, Respondent provided Leslie Oakes and Mark Newell of the Governor's Office of General Counsel, Department of Human Services (hereinafter, "Office of General Counsel") a copy of a special needs trust Respondent had drafted for the benefit of Dakota A. Moyer (hereinafter "Moyer Trust"). A true and correct copy of the January 21, 2015 letter and Moyer Trust are attached as Exhibit "P".

53. By letter dated January 19, 2016, addressed to Bradley Law LLC Patrick J. Bradley Esquire, Donna N. Brown, TPL Program Investigator, advised that the Department of Human Services' Special Needs Trust Depository (hereinafter "Dept. of Human Services") had received the Moyer Trust and requested a trust approval letter from the Office of General Counsel. A true and correct copy of the January 19, 2016 letter is attached as Exhibit "Q".

54. By facsimile dated February 5, 2016, Respondent provided Ms. Oakes and Mr. Newell a copy of Ms. Brown's January

19, 2016 letter and requested a review letter from the Office of General Counsel. A true and correct copy of the February 5, 2016 facsimile is attached as Exhibit "R".

55. Ms. Oakes and Mr. Newell were persons with whom Respondent was having professional contacts subsequent to Respondent's suspension under circumstances where there was a reasonable probability that Ms. Oakes and Mr. Newell would infer that Respondent was an attorney in good standing.

56. Respondent never advised Ms. Oakes and Mr. Newell in any manner that Respondent is a suspended attorney.

57. Respondent never advised the Moyers in any manner that Respondent is a suspended attorney.

C) (ANN KOZLOWSKI)

58. The allegations contained in Paragraph 1 through 35 are incorporated herein as if fully set forth.

59. On or about October 2, 2015, Respondent drafted a Special Needs Trust for the benefit of Anne Kozlowski (hereinafter, "Kozlowski Trust").

60. Respondent's drafting of the Kozlowski Trust constituted the unauthorized practice of law and "law-related activities" as defined in 217(j), Pa.R.D.E.

61. Respondent was appointed as the Trustee of the Kozlowski Trust.

62. By cover letter dated October 12, 2015, Respondent provided the Kozlowski Trust and Special Needs Questionnaire to Ms. Oakes. A true and correct copy of the October 12, 2015 letter, Kozlowski Trust and Questionnaire are attached as Exhibit "S".

63. By letter dated November 20, 2015, addressed to Bradley Law LLC Patrick J. Bradley Esquire, Hilary Holmes, TPL Program Investigator, advised that the Dept. of Human Services had received the Kozlowski Trust and requested Respondent to provide a trust approval letter from the Office of General Counsel. A true and correct copy of the November 20, 2015 letter is attached as Exhibit "T".

64. By facsimile dated February 4, 2016, Respondent provided Ms. Oakes and Mr. Newell a copy of Ms. Holmes' November 20, 2015 letter and requested a review letter from the Office of General Counsel. A true and correct copy of the February 4, 2016 facsimile is attached as Exhibit "U".

65. Respondent never advised Ms. Kozlowski or anyone on her behalf in any manner that Respondent was a suspended attorney.

D) (Jennifer Cianciulli)

66. The allegations contained in paragraphs 1 through 35 are incorporated herein as if fully set forth.

67. On November 19, 2015, Respondent entered the showroom of Keener Kraftsmen, LLC, a renovation and remodeling business in Pottstown, Pennsylvania.

68. Respondent approached employee Jennifer Cianciulli, and:

- a) introduced himself as "Attorney, Pat Bradley";
- b) asked to speak to "Chris";
- c) advised that "[Respondent's] client and twenty seven others are suing [Chris] in a huge lawsuit"; and
- d) provided Ms. Cianciulli with Respondent's business card, identifying Respondent as "Attorney & Counsellor at Law."

A true and correct copy of the card Respondent provided to Ms. Cianciulli is attached as Exhibit "V".

69. Respondent never advised Ms. Cianciulli in any manner that Respondent is a suspended attorney.

E) (James Crownover)

70. The allegations contained in paragraphs 1 through 35 are incorporated herein as if fully set forth.

71. On December 2, 2015, Respondent emailed James Crownover, a "new" Engagement/Retainer Agreement dated November 24, 2015.

72. The November 24, 2015 Agreement, *inter alia*, "set forth the terms and conditions upon which Bradley Law LLC will perform legal services for [Mr.Crownover] in connection [with the drafting and registering a deed]". A true and correct copy of the November 24, 2015 Agreement is attached as Exhibit "W".

73. By check # 154, dated December 6, 2015, Mr. Crownover provided Respondent with \$446.15. A true and correct copy of check #154 is attached as Exhibit "X".

74. On December 10, 2015, Respondent emailed Mr. Crownover and:

- a) requested him to sign the NEW retainer agreement;
- b) advised that the check for \$446.15 had been deposited and requested an additional check for \$81.00; and
- c) identified himself as Patrick J. Bradley *Attorney & Counselor At Law*.

A true and correct copy of the December 10, 2015 email is attached as Exhibit "Y".

75. By check # 155, dated December 10, 2015, Mr. Crownover provided Respondent with \$81.00. A true and correct copy of check # 155 is attached as Exhibit "Z".

76. On January 11, 2016, Virginia Cooper, Recorder of Deeds of Huntingdon County, Pennsylvania called Respondent, at which time, she:

- a) inquired about the status of a Deed to be recorded on behalf of Mr. Crownover;
- b) was advised by Respondent that Respondent was working on the document and that he would be sending the deed to Mr. Crownover in the near future; and
- c) agreed to email Respondent copies of previously recorded deeds.

77. Ms. Cooper was a person with whom Respondent was having professional contacts subsequent to Respondent's suspension under circumstances where there was a reasonable probability that Ms. Cooper would infer that Respondent was an attorney in good standing.

78. Respondent never advised Ms. Cooper in any manner that Respondent is a suspended attorney.

79. Respondent never advised Mr. Crownover in any manner that Respondent is a suspended attorney.

F) Heather J. Revere (SCO Director of The Arc Alliance)

80. The allegations contained in paragraphs 1 through 35 are incorporated herein as if fully set forth.

81. On April 20, 2016, Petitioner received a complaint against Respondent from Heather J. Revere, SCO Director of The Arc Alliance. A true and correct copy of the Complaint

Information Form and attached Statement of Complaint is attached as Exhibit "AA".

82. Ms. Revere's complaint alleged, *inter alia*, that "when a member of [her] supervisory team told a family that Mr. Bradley claims to represent that he is not currently a licensed attorney, Mr. Bradley contacted her to imply that he could file a slander lawsuit against her." True and correct copies of Respondent's March 25, 2016 emails to The Arc Alliance are attached as Exhibit "BB".

RULES VIOLATED

83. Petitioner believes and therefore avers that Respondent's conduct as described in paragraphs 1 through 82, *supra*, is a willful, continuing and direct violation of, *inter alia*, this Court's July 10, 2015 Order and conclusively establishes that Respondent is a danger to the public.

84. The aforementioned averments establish that:

- a) Respondent had knowledge of the Suspension Order;
- b) Respondent had notice of his responsibilities under Pa.R.D.E. 217(j);
- c) Respondent has repeatedly and continuously violated RPC 5.5(a); RPC 5.5(b)(1); RPC 8.4(c); RPC 8.4(d); Pa.R.D.E. 203(b)(3); Pa.R.D.E. 203(b)(4); Pa.R.D.E. 217(c)(1) and (2), Pa.R.D.E. 217(d); Pa.R.D.E. 217(e)(1); Pa.R.D.E. 217(j)(1); Pa.R.D.E. 217(j)(4)(i); Pa.R.D.E. 217(j)(4)(ii); Pa.R.D.E. (j)(4)(iii); Pa.R.D.E. 217(j)(4)(iv); Pa.R.D.E. 217(j)(4)(v); Pa.R.D.E. 217(j)(4)(vi); Pa.R.D.E. (j)(4)(ix); Pa.R.D.E. 217(j)(4)(x); and Pa.R.D.E. 217(j)(5). More specifically, Respondent has: practiced law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction; engaged in conduct involving dishonesty, fraud, deceit or

misrepresentation; engaged in law-related activities without being supervised by a member in good standing of the bar of this Commonwealth; performed law-related services from an office that is not staffed by a supervisory attorney on a full-time basis; represented himself as a lawyer or person of similar status; had contact with clients beyond ministerial matters; rendered legal consultation or advice to clients; negotiated or transacted a matter for or on behalf of a client with third parties; and received, disbursed or otherwise handled client funds; and

- d) Respondent has knowingly violated this Court's Suspension Order and continues to do so in an open and contemptuous manner.

PRAYER FOR RELIEF

WHEREFORE, Petitioner respectfully requests that your Honorable Court:

1. Order Respondent to immediately prepare and deliver to Petitioner a list of the names and addresses of all individuals or entities he is currently representing or with respect to which he is a fiduciary, showing the dates, amounts and circumstances of the entrustment and current balance thereof, as well as the banks and account numbers in which such funds are currently maintained;

2. Order that Respondent immediately file a Statement of Compliance in accordance with Pa.R.D.E. 217(e);

3. Issue a Rule on Respondent, Patrick Joseph Bradley, to Show Cause Why He Should Not Be Held in Contempt of this Court by reason of his willful violation of this Court's Order dated July 10, 2015, returnable at a date, time, and place certain, and with a response to the allegations herein; and

AND FURTHER, that after consideration of any response made by Respondent, your Court grant the following additional relief:

4. Order that Respondent, Patrick Joseph Bradley, be held in contempt of this Court by reason of his willful violation of this Court's Order dated July 10, 2015;

5. Order the President Judge of the Court of Common Pleas of Montgomery County, in accordance with Enforcement Rule 217(g), to take such further action and make further orders as may appear necessary to protect the rights and interests of Respondent's clients or fiduciary entities with which he is involved;

6. Order that any bank accounts held by Respondent or controlled by him, containing fiduciary funds, be frozen until further action by a court of appropriate jurisdiction;

7. Order that Respondent Patrick Joseph Bradley shall:

- a) fully comply with the provisions of Rule 217 of the Rules of Disciplinary Enforcement of the Supreme Court of Pennsylvania pertaining to disbarred attorneys;
- b) immediately by writing, notify of his suspension all current clients, any client for which services were rendered subsequent to August 9, 2015, all persons or their agents or guardians to whom a fiduciary duty is or may be owed at any time after his suspension, and all other persons with whom Respondent may at any time expect to have professional contacts under circumstances where there is a reasonable probability that they

may infer that Respondent continues as an attorney in good standing;

- c) immediately cease and desist from using the website *bradleylawllc.com* and all forms of communication, including, but not limited to signage, letterhead and business cards, that contain the term *BRADLEY LAW LLC*;
- d) be subject to a fine of \$100 a day for each day from the date of this Order that he continues to be non-compliant with Pa.R.D.E. 217;
- e) Such other relief as the Court deems just and proper; and

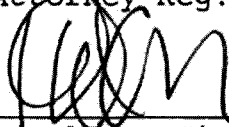
8) Order that this matter be referred to the Disciplinary Board for a hearing to recommend the appropriate sanction.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

Paul J. Killion,
Chief Disciplinary Counsel
Attorney Reg. No. 20955

By:



Harold E. Ciampoli, Jr.,
Disciplinary Counsel
Attorney Reg. No. 51159
Office of Disciplinary Counsel
District II Office
820 Adams Avenue, Suite 170
Trooper, PA 19403
(610) 650-8210

VERIFICATION

I, Harold E. Ciampoli, Jr., Disciplinary Counsel, state under the penalties provided in 18 Pa.C.S. §4904 (unsworn falsification to authorities) that:

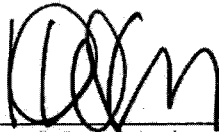
I am a Disciplinary Counsel of the Disciplinary Board of the Supreme Court of Pennsylvania assigned to prosecute this matter pursuant to the Pennsylvania Rules of Disciplinary Enforcement;

I am authorized to make this verified statement; and

The facts contained in the attached Petition for Rule To Show Cause Why Respondent Should Not Be Held in Contempt are true and correct to the best of my knowledge, information and belief.

5/2/16

Date



Harold E. Ciampoli, Jr.
Disciplinary Counsel
District II Office

IN THE SUPREME COURT OF PENNSYLVANIA

In the Matter of :
: PATRICK JOSEPH BRADLEY :
: No. 107 DB 2015 :
: File Nos. C2-15-968; C2-16-40; :
: C2-16-139; C2-16-327 and C2-16-402 :
: Attorney Reg. No. 202416 :
: (Montgomery County) :

ORDER AND RULE TO SHOW CAUSE

PER CURIAM:

AND NOW, this ____ day of _____, 2016, the
Petition for Rule to Show Cause Why Respondent Should Not Be
Held in Contempt is granted, and a Rule is hereby entered upon
Respondent to show cause why he should not be held in contempt
for willful violation of this Court's Order dated July 10, 2015.

Respondent is ordered to immediately prepare and deliver
to Petitioner a list of the names and addresses of all
individuals or entities he is currently representing or with
respect to which he is a fiduciary, showing the dates, amounts
and circumstances of the entrustment and current balance

thereof, as well as the banks and account numbers in which such funds are currently maintained.

Respondent is further ordered to file, within ten (10) days of the date hereof, a Statement of Compliance in accordance with Pa.R.D.E. 217(e).

Respondent is further directed to file any Response to the Petition and to this Rule within ten (10) days of the date hereof and to timely serve a copy of said response upon the Office of Disciplinary Counsel.

IN THE SUPREME COURT OF PENNSYLVANIA

In the Matter of :
: PATRICK JOSEPH BRADLEY :
: No. 107 DB 2015 :
: File Nos. C2-15-968; C2-16-40; :
: C2-16-139; C2-16-327 and C2-16-402 :
: Attorney Reg. No. 202416 :
: (Montgomery County) :

ORDER

PER CURIAM:

AND NOW, this _____ day of _____, 2016, an Order and Rule to Show Cause having been entered by this Court on Patrick Joseph Bradley, and upon consideration of the responses filed, it is hereby ORDERED that:

A. Respondent, Patrick Joseph Bradley, be held in contempt of this Court by reason of his willful violation of this Court's Order dated July 10, 2015;

B. The President Judge of the Court of Common Pleas of Montgomery County, in accordance with Enforcement Rule 217(g), shall take such further action and make further orders as appears necessary to protect the rights and interests of Respondent's clients or fiduciary entities with which he is involved;

C. Any bank accounts held by Respondent or controlled by him, containing fiduciary funds, shall be frozen until further action by a court of appropriate jurisdiction;

It is further Ordered that Respondent, Patrick Joseph Bradley shall:

1. fully comply with the provisions of Rule 217 of the Rules of Disciplinary Enforcement of the Supreme Court of Pennsylvania pertaining to suspended attorneys;
2. file a Statement of Compliance in accordance with Pa.R.D.E. 217(e) within ten (10) days of the date hereof; and
3. immediately by writing, notify of his suspension all current clients, any client for which services were rendered subsequent to August 9, 2015, all persons or their agents or guardians to whom a fiduciary duty is or may be owed at any

time after his suspension, and all other persons with whom the formerly admitted attorney may at any time expect to have professional contacts under circumstances where there is a reasonable probability that they may infer that he or she continues as an attorney in good standing.

4. be subject to a fine of \$100 a day for each day that he continues to be non-compliant with Pa.R.D.E. 217.

It is further Ordered that this matter be referred to the Disciplinary Board for a hearing to recommend the appropriate sanction.

IN THE SUPREME COURT OF PENNSYLVANIA

In the Matter of :
: PATRICK JOSEPH BRADLEY :
: :
: No. 107 DB 2015 :
: :
: File Nos. C2-15-968; C2-16-40; :
: C2-16-139; C2-16-327 and C2-16-402 :
: :
: Attorney Reg. No. 202416 :
: :
: (Montgomery County) :

PROOF OF SERVICE

I hereby certify that I am this day serving a copy of the Petition For Rule To Show Cause Why Respondent Should Not Be Held In Contempt and all accompanying documents upon the person and in the manner indicated below, which service satisfies the requirements of Pa.R.A.P. 121:

Attempted Personal Service as follows:

Patrick Joseph Bradley
Bradley Law, LLC
3801 Germantown Pike, Suite 201 C
Collegeville, PA 19426

Date

Harold E. Ciampoli, Jr.
Disciplinary Counsel
Attorney Reg. No. 51159
District II Office
820 Adams Avenue, Suite 170
Trooper, PA 19403
(610) 650-8210

PATRICK JOSEPH BRADLEY
No. 107 DB 2015
File Nos. C2-15-968; C2-16-40; C2-16-139; and C2-16-327

EXHIBITS

- Exhibit A 2015-2016 Pennsylvania Attorney Annual Fee Form
- Exhibit B July 10, 2015 Order placing R on Temporary Suspension
- Exhibit C July 10, 2015 letter from Disciplinary Board
- Exhibit D Declaration of Auditor/Investigator Daniel G. Richer
- Exhibit E Website pages from *BRADLEYLAWLLC.COM*
- Exhibit F Engagement/Retainer Agreement dated November 24, 2015
- Exhibit G October, November, and December 2015 emails exchanged between Respondent and Mr. Coyle
- Exhibit H December 28, 2015 email and invoice
- Exhibit I February 17 and February 19, 2016 emails from Respondent
- Exhibit J February 19, 2016 email from Julianna Van Duyne-King to Respondent
- Exhibit K February 19, 2016 email from Respondent to Ms. Van Duyne-King
- Exhibit L February 19, 2016, 10:10 a.m., email and revised invoice from Respondent to Ms. Van Duyne-King and Mr. Coyle
- Exhibit M February 19, 2016, 10:26 a.m., email from Respondent to Ms. Van Duyne-King
- Exhibit N February 23, 2016, email from Respondent to Ms. Van Duyne-King and Mr. Coyle
- Exhibit O Engagement/Retainer Agreement dated July 14, 2014
- Exhibit P January 21, 2015 letter and Moyer Trust

- Exhibit Q January 19, 2016 letter from Donna Brown, TPL Investigator to Respondent re: Moyer Trust
- Exhibit R February 5, 2016 facsimile from Respondent to Ms. Oakes and Mark Newell of Governor's Office of General Counsel
- Exhibit S October 12, 2015 letter and Kozlowski Trust and Questionnaire
- Exhibit T November 20, 2015 letter from Hilary Holmes, TPL Program Investigator to Respondent
- Exhibit U February 4, 2016 facsimile from Respondent to Ms. Oakes and Mark Newell of Governor's Office of General Counsel
- Exhibit V Respondent's business card
- Exhibit W Engagement/Retainer Agreement dated November 24, 2015
- Exhibit X Check # 154 dated December 6, 2015
- Exhibit Y December 10, 2015 email from Respondent to James Crownover
- Exhibit Z Check # 155 dated December 10, 2015
- Exhibit AA ODC Complaint by Heather J. Revere received April 20, 2016
- Exhibit BB Respondent's March 25, 2016 emails to the Arc Alliance

2015 - 2016 PA ATTORNEY'S ANNUAL FEE FORM

DUE ON OR BEFORE JULY 1, 2015

ATTORNEY REGISTRATION OFFICE PENFIL002381040 www.padboard.org	NON-WAIVABLE PENALTIES \$150 LATE FEE AFTER JULY 31 \$300 LATE FEE AFTER AUGUST 31 \$100 RETURNED CHECK FEE			CHECK ONE <input checked="" type="checkbox"/>	STATUS Active	FEES \$200	\$ 2 0 0 .00
				<input type="checkbox"/>	Inactive	\$70	

CURRENT STATUS: Active

ATTORNEY DATA

1. NAME AND PREFERRED MAILING ADDRESS: ID# 202416 Patrick Joseph Bradley BRADLEY LAW LLC PO BOX 26587 COLLEGEVILLE, PA 19426	<input type="checkbox"/> Check box for Public Access use.	2. OFFICE ADDRESS: BRADLEY LAW LLC 3801 GERMANTOWN PK STE 201 C COLLEGEVILLE, PA 19426	<input checked="" type="checkbox"/> Check box for Public Access use.
4. TELEPHONE: (484) 902-0123 FAX: (484) 902-0120 E-MAIL: pbradley@bradleylawllc.com		3. RESIDENCE ADDRESS: 1131 CORNWALLIS WAY COLLEGEVILLE, PA 19426	
5. COUNTY OF MAILING ADDRESS: Montgomery		6. S.S.N.: XXX-XX-5401 7. BIRTH DATE: 10/02/1971 8. PA ADMISSION DATE: 07/18/2006	9. GENDER (M/F): Male
10. NAME OF LAW FIRM THROUGH WHICH I PRACTICE: Bradley Law LLC			
11. NAME OF ORGANIZATION THROUGH WHICH I PRACTICE: (e.g. CORP. LEGAL DEPT., GOVT LEGAL DEPT., LEGAL SERVICE, D.A.'s OFFICE, PUBLIC DEFENDER)			
12. OTHER THAN THE COMMONWEALTH OF PA, LISTED ARE ALL JURISDICTIONS WHERE I HAVE EVER BEEN LICENSED TO PRACTICE LAW: <input checked="" type="checkbox"/> NONE/NOT APPLICABLE			

STATE/FEDERAL COURT	ACTIVE	INACTIVE	ADMIN. SUSP.	RETIRED	RESIGNED	SUSPENDED/ DISBARRED
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FINANCIAL DATA

13. FOR THE PERIOD MAY 1, 2014 TO DATE OF FILING THIS FORM, NAME OF EACH FINANCIAL INSTITUTION, ACCOUNT NUMBER AND LOCATION (BY STATE) OF: A) EVERY ACCOUNT WITHIN OR OUTSIDE PA IN WHICH I OR MY EMPLOYER/LAW FIRM HELD MY CLIENT OR THIRD-PARTY FUNDS SUBJECT TO PA.R.P.C. 1.15; B) EVERY ACCOUNT HOLDING FUNDS OF A CLIENT OR THIRD PARTY (WHETHER OR NOT SUBJECT TO PA.R.P.C. 1.15) OVER WHICH I HAD SOLE OR SHARED SIGNATURE AUTHORITY OR AUTHORIZATION TO TRANSFER FUNDS TO OR FROM THE ACCOUNT; AND C) EVERY BUSINESS/OPERATING ACCOUNT MAINTAINED OR USED BY ME IN THE PRACTICE OF LAW. See PA.R.D.E. 219(d)(1)(ii) - (v).

NONE/NOT APPLICABLE

BANK CODE	BANK/BROKERAGE NAME	ACCOUNT NUMBER	HOLDS PA CLIENT FUNDS	BANK LOCATION (STATE)	QUALIFIED FUNDS -IOLTA ACCOUNT -IOLTA EXEMPT	NONQUALIFIED FUNDS -INTEREST FOR CLIENTS -OTHER AUTH. INV. -BUSINESS/OPERATING
143	TD Bank, NA	368174498	Y	PA	IOLTA	

CHECK ONE

PROFESSIONAL LIABILITY INSURANCE

<input type="checkbox"/>	I MAINTAIN, EITHER INDIVIDUALLY OR THROUGH MY FIRM, PROFESSIONAL LIABILITY INSURANCE PURSUANT TO THE PROVISIONS OF RULE OF PROFESSIONAL CONDUCT 1.4(C)
<input type="checkbox"/>	I DO NOT MAINTAIN PROFESSIONAL LIABILITY INSURANCE BECAUSE I DO NOT HAVE PRIVATE CLIENTS AND HAVE NO POSSIBLE EXPOSURE TO MALPRACTICE ACTIONS (E.G., RETIRED, FULL-TIME IN-HOUSE COUNSEL, PROSECUTOR, FULL TIME GOV'T COUNSEL, ETC)
<input checked="" type="checkbox"/>	I DO NOT MAINTAIN PROFESSIONAL LIABILITY INSURANCE PURSUANT TO THE PROVISIONS OF RULE OF PROFESSIONAL CONDUCT 1.4.(C), BUT I DO HAVE PRIVATE CLIENTS AND/OR A POSSIBLE EXPOSURE TO MALPRACTICE ACTIONS.

CERTIFICATION AND AGREEMENT

I AM FAMILIAR AND IN COMPLIANCE WITH RULE 1.15 OF THE PA RULES OF PROFESSIONAL CONDUCT REGARDING THE HANDLING OF FUNDS AND OTHER PROPERTY OF CLIENTS AND THIRD PERSONS AND THE MAINTENANCE OF IOLTA ACCOUNTS AND WITH PA.R.D.E. 221 REGARDING THE MANDATORY REPORTING OF OVERDRAFTS ON TRUST ACCOUNTS.

I CERTIFY THAT ALL TRUST ACCOUNTS THAT I MAINTAIN ARE IN ELIGIBLE INSTITUTIONS APPROVED BY THE SUPREME COURT OF PENNSYLVANIA FOR THE MAINTENANCE OF SUCH ACCOUNTS PURSUANT TO PA.R.D.E.221 (RELATING TO MANDATORY OVERDRAFT NOTIFICATION) AND THAT EACH TRUST ACCOUNT HAS BEEN IDENTIFIED AS SUCH TO THE ELIGIBLE INSTITUTION IN WHICH IT IS MAINTAINED.

I FURTHER CERTIFY THAT THERE ARE NO OUTSTANDING ORDERS OF SUSPENSION OR DISBARMENT AGAINST ME AS OF THE DATE OF THIS APPLICATION AND THAT THE INFORMATION PROVIDED IS TRUE. IF ANY STATEMENT MADE ON THIS FORM IS FALSE, I REALIZE I AM SUBJECT TO DISCIPLINE BY THE SUPREME COURT.

I HEREBY AGREE THAT ANY ACTION BROUGHT AGAINST ME BY THE PENNSYLVANIA LAWYERS FUND FOR CLIENT SECURITY FOR THE RECOVERY OF MONIES PAID BY THE FUND AS A RESULT OF CLAIMS AGAINST ME MAY BE BROUGHT IN THE COURT OF COMMON PLEAS OF ALLEGHENY, DAUPHIN OR PHILADELPHIA COUNTY.

Exhibit A

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2189 Disciplinary Docket No. 3
Petitioner :
: No. 107 DB 2015
v. :
: Attorney Registration No. 202416
PATRICK JOSEPH BRADLEY, :
Respondent : (Montgomery County)

ORDER

PER CURIAM:


AND NOW, this 10th day of July, 2015, upon consideration of the Recommendation of the Disciplinary Board dated July 2, 2015, it is hereby

ORDERED that Patrick Joseph Bradley is placed on temporary suspension pursuant to Pa.R.D.E. 208(f)(5), until further definitive action by this Court. It is further ORDERED that Respondent shall comply with the provisions of Pa.R.D.E. 217.

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

A True Copy Patricia Nicola
As Of 7/10/2015

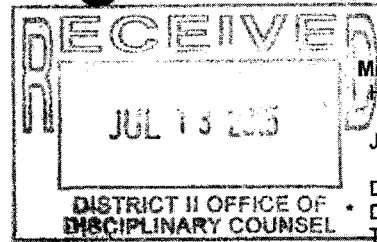
Attest: 
Chief Clerk
Supreme Court of Pennsylvania


Exhibit B

Joseph W. Farrell
Executive Director

Elaine M. Bixler
Secretary of the Board

Facsimile (717) 231-3382
www.padboard.org



THE DISCIPLINARY BOARD
OF THE

SUPREME COURT OF PENNSYLVANIA

Patrick Joseph Bradley
Bradley Law LLC
PO Box 26587
Collegeville, PA 19426

Pennsylvania Judicial Center
601 Commonwealth Avenue, Suite 5600
PO Box 62625
Harrisburg, PA 17106-2625
(717) 231-3380

July 10, 2015

Members of the Board
Howell K. Rosenberg
Board Chair
Jane G. Penny
Board Vice-Chair
David E. Schwager
Douglas W. Leonard
Tracey McCants Lewis
Brian John Cali
Lawrence M. Kelly
* Stefanie B. Porges, M.D.
P. Brennan Hart
Andrew J. Trevelise
David A. Fitzsimons
John F. Cordisco
James C. Haggerty
* Non-Lawyer Members

RE: Office of Disciplinary Counsel
v. PATRICK JOSEPH BRADLEY (Montgomery County)
No. 2189 Disciplinary Docket No. 3
No. 107 DB 2015
Attorney Registration No. 202416

Dear Mr. Bradley:

The Prothonotary of the Supreme Court of Pennsylvania has forwarded to us a certified copy of the Order of that Court dated July 10, 2015 (copy enclosed), that "...Patrick Joseph Bradley is placed on temporary suspension pursuant to Pa.R.D.E. 208(f)(5), until further definitive action by this Court. It is further ORDERED that Respondent shall comply with the provisions of Rule 217, Pa.R.D.E..." such action to take effect thirty days from the date of the Order.

For your guidance, compliance and information, I am enclosing the following:

1. Standard Guidance of the Disciplinary Board to Lawyers who have been Suspended Under Rules 208(f) and 214 Pa.R.D.E.
2. Rule 217 of the Pa.R.D.E.
3. Form DB-23, Nonlitigation Notice of Disbarment, Suspension or Transfer to Inactive Status.
4. Form DB-24, Litigation Notice of Disbarment, Suspension or Transfer to Inactive Status.
5. Form DB-25, Statement of Compliance.

You are now required to comply with the Pennsylvania Rules of Disciplinary Enforcement and Disciplinary Board Rules as enclosed herewith.

Very truly yours,

Elaine M. Bixler
Secretary of the Board

EMB/ms
Enclosures

cc: Prothonotary, Supreme Court of Pennsylvania, Western District Office
Zygmunt A. Pines, Esq., Court Administrator of Pennsylvania
Ms. Kathryn J. Peifer, Administrator, PA Lawyers Fund for Client Security
Hon. William J. Furber, Jr., P.J., Court of Common Pleas, Montgomery County
Michael R. Kehs, Court Administrator, Court of Common Pleas, Montgomery County
Mark Levy, Prothonotary, Court of Common Pleas, Montgomery County
Michael E. Kunz, Clerk, U.S. District Court, Eastern District of Pennsylvania
Timothy B. McGrath, Clerk, U.S. Bankruptcy Court Eastern District of Pennsylvania
Paul J. Killion, Chief Disciplinary Counsel
Harold E. Ciampoli, Disciplinary Counsel

EXHIBIT C

DECLARATION OF DANIEL G. RICHER

I, DANIEL G. RICHER, hereby declare under penalty of perjury, to the following that:

1. I am an Auditor/Investigator with the Office of Disciplinary Counsel and have been employed in such capacity for approximately 10 years.
2. On December 14, 2015, I went to 3801 Germantown Pike, Collegeville Pa, the address listed as Respondent's Office Address on the Annual Fee Form he filed on June 24, 2015.
3. 3801 Germantown Pike is the address of a strip mall known as *Evansburg Village Shopping Center*.
4. Located near the street, in front of the shopping center, is a sign listing the occupants of the buildings located in the shopping center. One of the listings on each side of the sign was *BRADLEY LAW LLC*.
5. Located on the outside, over the door to the front entrance for the offices at 3801 Germantown Pike, was a *BRADLEY LAW LLC* sign.
6. Inside the building on a wall adjacent to the entrance, was a Directory of Offices. The Directory reflected, among other tenants, *BRADLEY LAW LLC 201C*.
7. On the entrance door for Suite 201 was a *BRADLEY LAW LLC* sign.
8. I encountered Respondent in the building. I advised Respondent that I was with the Disciplinary Board and that I was checking on the status of his law firm signs.
9. Respondent advised me that his signs reflected *Bradley Law LLC* and do not contain the term *Firm*. Respondent also represented to me that he was doing non-legal work.
10. After returning to my office on December 14th, I received an email Respondent had sent to me, as well as to Disciplinary Counsel Ciampoli. A true and correct copy of Respondent's December 14, 2015 email is attached as "Attachment 1."
11. On March 30, 2016, I returned to 3801 Germantown Pike, Collegeville, PA. The signs relating to *BRADLEY LAW LLC* described in the foregoing were still prominently displayed, as they had been on December 14, 2015. Photographs of the signs taken on March 30, 2016, are attached as "Attachment 2."

I hereby declare, under the penalty of perjury and pursuant to 18 Pa. Con. Stat. Ann. §4904 relating to sworn falsification to authorities, that the foregoing is true and correct.

April 15, 2016
Date

Daniel G. Richer
Daniel G. Richer
Auditor

Richer, Daniel G.

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Monday, December 14, 2015 10:23 AM
To: Richer, Daniel G.
Cc: Ciampoli, Harold
Subject: Office of Disciplinary Counsel - Follow Up from your 12/14/2015 visit to my office.

Mr. Richer,

As a follow up to your visit, I wanted to let you know I am sorry for not recognizing you. When you were in the waiting area, you had only stated that you were from the Office of Disciplinary Counsel and that we had met before but did not tell me your name nor did you show any ID or hand me a business card. That is why I had to catch up with you in the lobby to ask your name, as I had explained.

It is very likely our last meeting was you making a brief stop in the doorway of my office to drop off a form or letter. As such, my last meeting with you was likely very limited to only a few seconds. It is also likely that I was on the phone when you had stopped by the office, so my apologies for not recognizing you.

Unfortunately, your visit in the office today was quite brief in that you said you were looking at the status of my practice. That you were checking on the Bradley Law Firm. As I pointed out to you, the name of the company is Bradley Law LLC, and that it does not use the term "firm". I also informed you that I am not taking any legal clients. Rather, my office has a non-legal business side as well and always has and that the non-legal side is still open for business.

That seemed to catch you off guard, based on your lack of reply and apparent confusion as to my statements. So I just am just checking in with you as there appeared to be some confusion on your part about that particular issue. I did not want issues to get confused at the ODC and for your office to believe that my business was solely limited to the practice of law. That would be an incorrect assumption.

I hope this email helps clear things up.

If you have any questions please do not hesitate to contact my office.

Thank you for your time and attention to this matter.

Patrick J. Bradley, JD

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

Attachment 1

3801

EVANSBURG VILLAGE
SHOPPING CENTER

**BELLA ROSY PIZZERIA
& ITALIAN RESTAURANT**

DENTIST
DR. AZALEA SHARIFI

**THE BROWN BAG
SANDWICH CAFE**

Pro Martial Arts

**BEAUTIMARO
SALON & SPA**

Dr. Anthony Replel
PARADIGM GROUP LLC

**EVANSBURG
CLEANERS**

PHILLYCON, INC.
SHARPE ENGINEERING, INC.

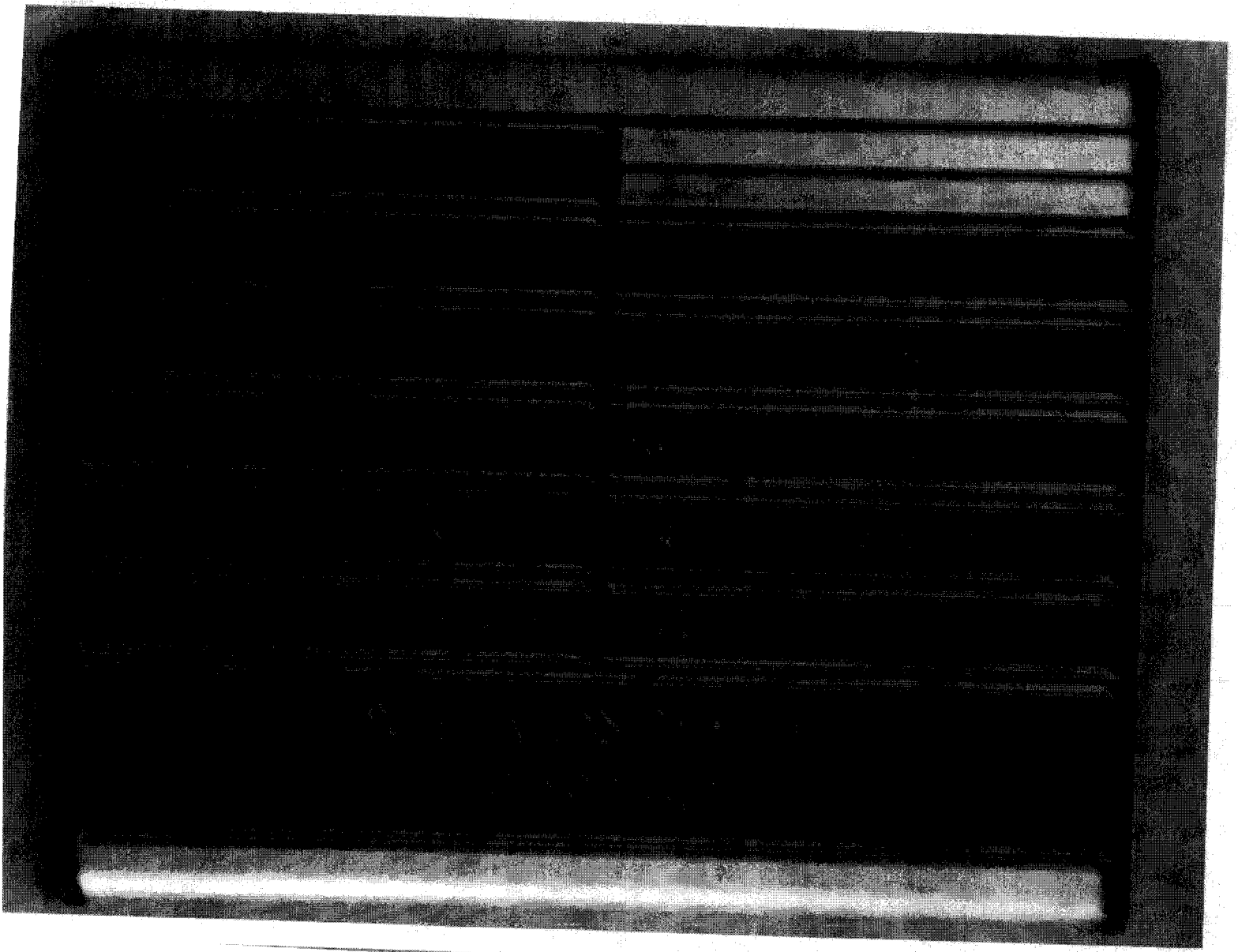
KUMON
MATH. READING. SUCCESS

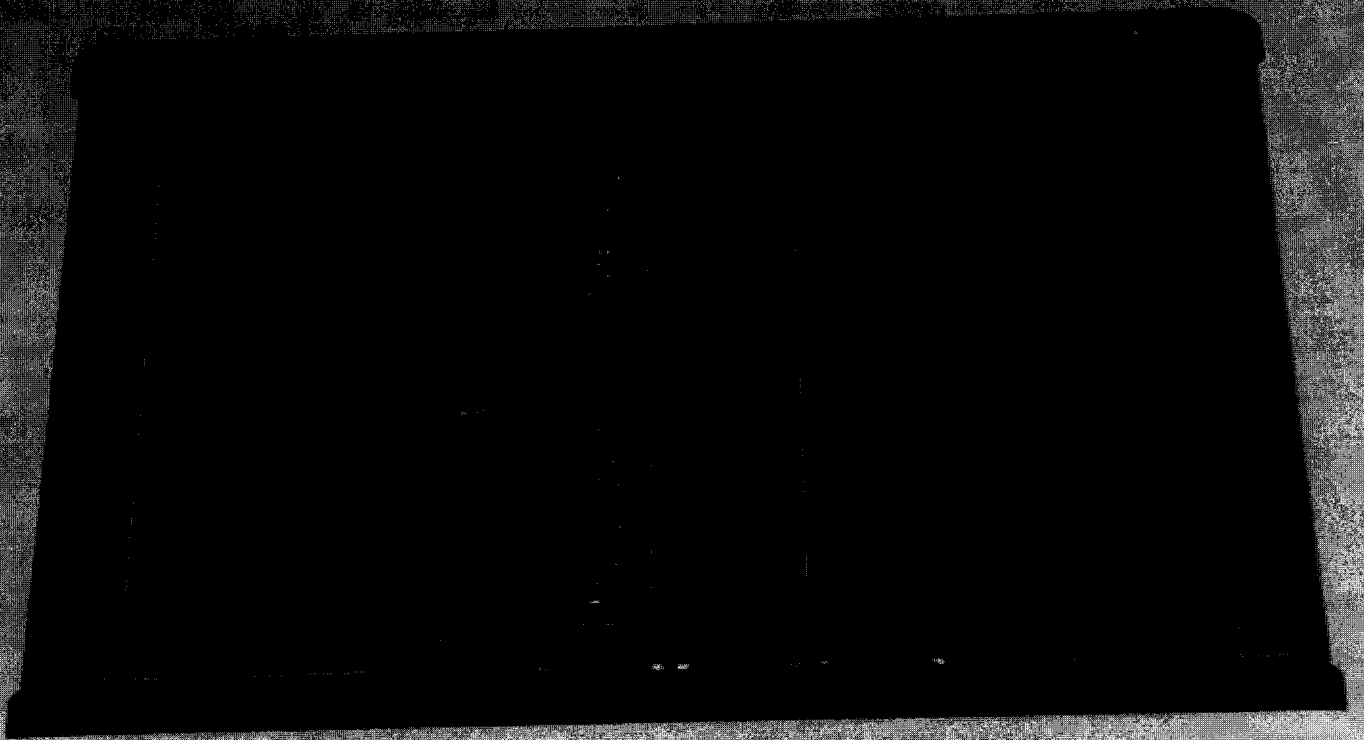
BRADLEY LAW LLC
REALTY MARK

Dr. Anthony Repici PARADISE GROUP LLC	PHILLYCOM, INC. SHARPE ENGINEERS, INC.	REALTY MARK BRADLEY LAW LLC
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5

6

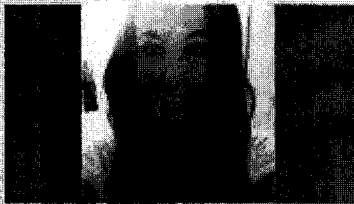




201 C

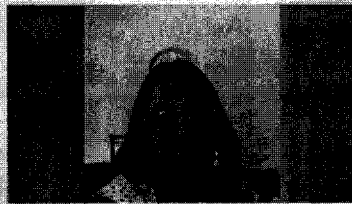
BRADLEY LAW LLC

Our experienced team is here to serve you!



Kristin McStravog
Legal Assistant

Kristin McStravog is a legal assistant and future paralegal candidate. She is experienced in the field of behavioral health.



Beth Higgins, MSW, LCSW, ACSW, CCTP

Social Worker, Contractor

Beth Higgins is a Social Worker with extensive experience in the behavioral health and developmental disabilities fields.



Patrick J. Bradley
Attorney, Managing Member

Patrick J. Bradley is licensed to practice law in Pennsylvania. He works exclusively with individuals with disabilities and related agencies.



BRADLEY LAW LLC

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About Us

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ABOUT BRADLEY LAW LLC

Bradley Law LLC was created in 2006 to respond to a pressing need in Pennsylvania: adequate legal services and supports to individuals with special needs.

Every year the number of individuals with an intellectual, cognitive or developmental disability, as well as those with a mental health diagnosis (or both), continues to rise in Pennsylvania. Add to that number those individuals with physical disabilities and the ever increasing numbers of the elderly population and you can easily see that Pennsylvania's rapid expansion in all of these areas has overwhelmed the current available infrastructure, resulting in the need for increased legal services and supports directed specifically to those with special needs.

We're on your side! By developing a law firm with a concentrated focus of serving those with special needs, we are able to maximize our services and supports for the individuals and families we serve.

Bradley Law brings over a decade of service and experience to the job. With direct interaction with the many county level and state level human services systems, organizations and providers for over 15 years, we have been in the trenches fighting for the very individuals and families who are most in need. Our up to the minute knowledge of the methods and practices of each local and state human services system gives our clients the edge. We use our direct no nonsense approach each and every day to get our clients and families what they need.

For those seeking a knowledgeable, experienced attorney who can work toward your goals on your terms, Bradley Law is the right choice for you.

We can help.

BRADLEY LAW LLC

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[Attorney Profile](#)

[Contact Info](#)

Our Services

[Home](#) >> [Our Services](#)

OUR SERVICES

Bradley Law LLC is a boutique firm with a concentrated focus on the service needs of individuals with disabilities and their families.

Bradley Law LLC specializes in:

1. Creating customized special needs trusts that meet our clients individual needs.
2. Guardianship proceedings for persons with cognitive, intellectual and/or developmental disabilities.
3. Private Case Management / Care Management.

We service all accounts personally based on our client's needs. We also maintain a vast network of specialists in non-legal fields as well as a referral network of outside resources that clients can utilize.

SPECIALIZED LEGAL SERVICES:

*Special Needs Trusts: (*Drafting Payback and Supplemental Trusts*)

Drafting and execution of customized trust documents.

Trust Management Education.

Pooled Trust Consultation & Registration Assistance Available.

*Guardianship:

Uncontested / Contested.

*Private Case Management / Care Management:

Customized concierge level case management / care management services designed to meet the needs of those individuals who need a direct hands-on approach. Each client directs the type and level of assistance they desire.

LEGAL SERVICES

1. Initial Consultations

- In Office
- Out of Office (Mileage is calculated from office location.)
- Document Reviews (combined w/Initial Consultations(IC))
- **Document Reviews (combined w/Initial Consultations(IC))**
- Document Reviews (combined w/Initial Consultations)
- Additional Pages for Document Reviews (combined w/ Initial Consultation only)

2. Document Reviews (separate from an Initial Consultation or other matter)

3. Legal Analysis/Legal Research (Either as an Individual Service or to supplement a Document Review)

4. Situational Assessments

(Education -Transition / Behavioral Health/ Intellectual Disabilities/Autism, ASD, Aspergers Services Systems)

5. Legal Representation (Hourly)

LEGAL DOCUMENT DRAFTING (ESTATE PLANNING):

6. Wills (New Wills)

7. Codicils (New Codicils)

8. Advance Directives w/Limited Power of Attorney (also known as Living Wills)

9. Powers of Attorney (Durable/ Springing/ Limited/ Mental Health)

10. Special Needs Trusts (Payback & Supplemental)

ORPHANS' COURT MATTERS (PETITION OR LITIGATION REQUIRED):

11. Will Contests

12. Codicil Contests

13. Advance Directive Contest

14. Power of Attorney Contest

15. Special Needs Trusts Approvals (As Needed Only) (Drafting with Petition Required).

16. Special Needs Trusts Modifications/ Terminations (Changes to Trust/ Extraordinary payments from Trust).

17. Other Special Needs Trust Related Matters.

18. Guardianship, Uncontested (18 and Older):

19. Guardianship Review Hearing

20. Petition to Add New Guardian

21. Petition to Remove Guardian & Add Successor Guardian

22. Petition to Compel Accounting by Current Guardian or Previous Guardian

23. Resignation of Guardian

OTHER LEGAL DOCUMENT DRAFTING:

24. Non-Judicial Settlement Agreements (related to Special Needs Trusts)

25. Demand Letters (General Correspondence / Cease & Desist/ Initial Filings / Etc.)

26. Property Deeds

27. Settlement Agreements (Small Claims/Receipt and Release/Etc.)

28. Other Legal Document Drafting (Contracts, Etc.)

MEDICAID:

29. Application Assistance

30. Denials

31. Re-certifications

32. Sheltering Assets to gain or maintain eligibility for Medicaid programs

33. Over payments / Undue Hardship Applications

SOCIAL SECURITY:

34. Supplemental Security Income (SSI) – Pre-Application

35. Supplemental Security Income (SSI) – Application

36. Supplemental Security Income (SSI) – Appeals

ADMINISTRATIVE LAW:

37. Fair Hearings and Appeals (Department of Public Welfare – Bureau of Hearings and Appeals)

38. County Administrative Entity Review Hearings

39. Unemployment Compensation Claims Appeals (Employee side only)

SOCIAL SERVICES SYSTEMS WORK:

40. County Level – Mental Retardation / Intellectual Disabilities Systems

41. County Level – Mental Health / Behavioral Health Systems

42. State Level – Autism / Autism Spectrum / Aspergers / Pervasive Developmental Disorders Systems

43. County Level – Aging Services

44. State Level – Other Disability Systems / Waivers

45. Private Case Management

SMALL CLAIMS COURT / MAGISTERIAL DISTRICT COURT MATTERS:

46. Landlord / Tenant Matters (Represent Tenant against Landlord)

47. Other Small Claims

CIVIL LITIGATION (COMMON PLEAS LEVEL):

48. Civil Litigation – Plaintiff (All cases reviewed and priced on a case by case basis.)

49. Civil Litigation – Defense (All cases reviewed and priced on a case by case basis.)

ESTATE ADMINISTRATION:

50. *Full Service*

51. *Unbundled*

OTHER LEGAL SERVICES:

52. *Other Legal Services As Needed*

COMMUNITY & GROUP EDUCATION:

We offer community and group education to organizations seeking to educate themselves on specific legal topics. All group presentations are tailored to meet the needs of the specific group.

Contact us for more information and to schedule a session for your group.

CONTACT US ONLINE WITH OUR CONTACT FORM HERE.

Page last updated on 6/20/2014.

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ATTORNEY PROFILE

Patrick J. Bradley
Collegeville, Pennsylvania
Managing Member, Bradley Law LLC

Bar Admission:
Pennsylvania, 2006

Education:
Juris Doctor
Widener University School of Law
Wilmington, Delaware

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Bachelor of Arts
East Stroudsburg University
East Stroudsburg, Pennsylvania

Professional Background:

Mr. Bradley has over fifteen years of professional experience serving individuals with special needs and their families. Having gained over five years of civil service experience at the county level in the local mental health/ mental retardation offices; combined with over five years as a professional advocate, Mr. Bradley is thoroughly versed in many local human services systems in Pennsylvania:

Developmental Disabilities (formerly Mental Retardation) Services System:

Mr. Bradley has extensive knowledge of and is well versed in the Pennsylvania developmental disabilities (formerly mental retardation) system including, but not limited to, many of the Medicaid Waivers, eligibility determinations (both for services and for Waivers), appeals related to denials, reductions or terminations in services. He has an in depth knowledge and familiarity with Individual Support Plans (ISP's) and the Prioritization of Urgency of Need for Services Form (PUNS Form) and related processes.

Autism Services System:

Mr. Bradley has extensive knowledge of and is well versed in the Pennsylvania adult autism services system including, but not limited to, the Adult Community Autism Program (ACAP), the Adult Autism Waiver (AAW) (for individuals with Autism, Autism Spectrum Disorders, Pervasive Developmental Disabilities and/or Asperger's Syndrome),

Patrick J. Bradley on Special
Needs Trusts Tips

Dave Weir on Special Needs
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eligibility determinations for ACAP and AAW, appeals of denials, reductions or terminations in services. He has in depth knowledge and familiarity with Individual Support Plans (ISP's) and plan development and related processes.

Behavioral Health (formerly Mental Health) Services System:

Mr. Bradley has extensive experience assisting individuals and families to navigate both the complex child and adult behavioral health services system for individuals seeking services in the home, at school or elsewhere in the community.

Special Education System:

Mr. Bradley has regularly assisted (and still continues to assist) numerous individuals and families in local school districts with various components of their Individualized Education Plans (IEP) and meetings for children ages 5 through 21. Having participated in many meetings, including mediations and other steps of due process, Mr. Bradley has sought and negotiated many successful outcomes for children and families.

Before establishing Bradley Law LLC, Mr. Bradley served as a staff Advocate for the local Arc of Montgomery, Berks and Bucks Counties through its related companies (now called The Arc Alliance Advocacy Services). In addition to his advocate role, Mr. Bradley served as the Program Manager for the Arc's P.A.G.E. Program, providing financial assistance services to those in need. His prior roles with the Arc included an

appointment as Project Coordinator for the Arc's two consecutive grants from The Pew Charitable Trusts, through their Programs Serving Vulnerable Adults.

In addition to his previous role with the local Arc, Mr. Bradley had also served as a consultant and part time Trust Administrator for The Arc Community Trust of Pennsylvania, a local non-profit managing special needs trust for many individuals with varying disabilities throughout Pennsylvania. He concentrated on special projects for the Arc Community Trust and he has extensive experience and expertise with all aspects of Special Needs Trusts, including initial analysis, trust drafting and trust administration.

Mr. Bradley provides presentations on topics of interest to individuals, families and providers in the southeast region and continues to regularly consult on advocacy services to individuals with disabilities and their families.

Memberships/Affiliations:

Current:

Member- American Bar Association

Member- Pennsylvania Bar Association

Member- Arc of Pennsylvania, SAGA Committee

Life Member- Delta Sigma Phi Fraternity

Previous:

Member- DPW, Office of Developmental Programs, Planning Advisory Committee

Member- Montgomery County MR Employment Coalition

Member- Montgomery County Right to Education Task Force

Member- Trans Net, Persons With Disabilities Advisory Group

Member- The Arc of Montgomery, Berks and Bucks Counties

Alternate Member- Trappe Borough Zoning Hearing Board

CONTACT US ONLINE WITH OUR CONTACT FORM [HERE](#).

OFFICE HOURS:

BRADLEY LAW LLC | all major holidays.

From 10:00 a.m. to 2:00 p.m. staff is available to take your calls directly.

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MAILING ADDRESS:

Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

OFFICE LOCATION:

Bradley Law LLC
3801 Germantown Pike, Suite 201 C
Collegeville, PA 19426

DIRECTIONS FROM THE EAST (PHILLY):

Take the Interstate 76 W ramp to Valley Forge 0.2 mi.
Keep left at the fork, follow signs for I-76 W/Valley/Forge and merge onto I-76 W 16.7 mi.
Take exit 327-328A-328B for US-202 N toward US-422 W/King of Prussia/W Chester/Pottstown 0.1 mi.
Take exit 328A on the left to merge onto US-422 W toward Pottstown 3.6 mi.
Exit onto PA-363 N/S Trooper Rd 2.7 mi.
Turn left onto W Main St/Ridge Pike Continue to follow Ridge Pike 3.4 mi.
Turn right onto Evansburg Rd 0.5 mi.
Turn left onto Germantown Pike.
Destination will be on the right 23 ft. Evansburg Village Shopping Center.

DIRECTIONS FROM THE WEST (READING):

Take US-422 E toward Pottstown 30.0 mi.
Take the exit toward Collegeville 0.4 mi.
Turn left onto PA-29 N 2.6 mi.
Turn right onto E Main St/Ridge Pike
Continue to follow Ridge Pike 0.3 mi.
Turn left onto Germantown Pike
Destination will be on the left 0.9 mi. Evansburg Village Shopping Center

DIRECTIONS FROM THE NORTH (ALLENTOWN):

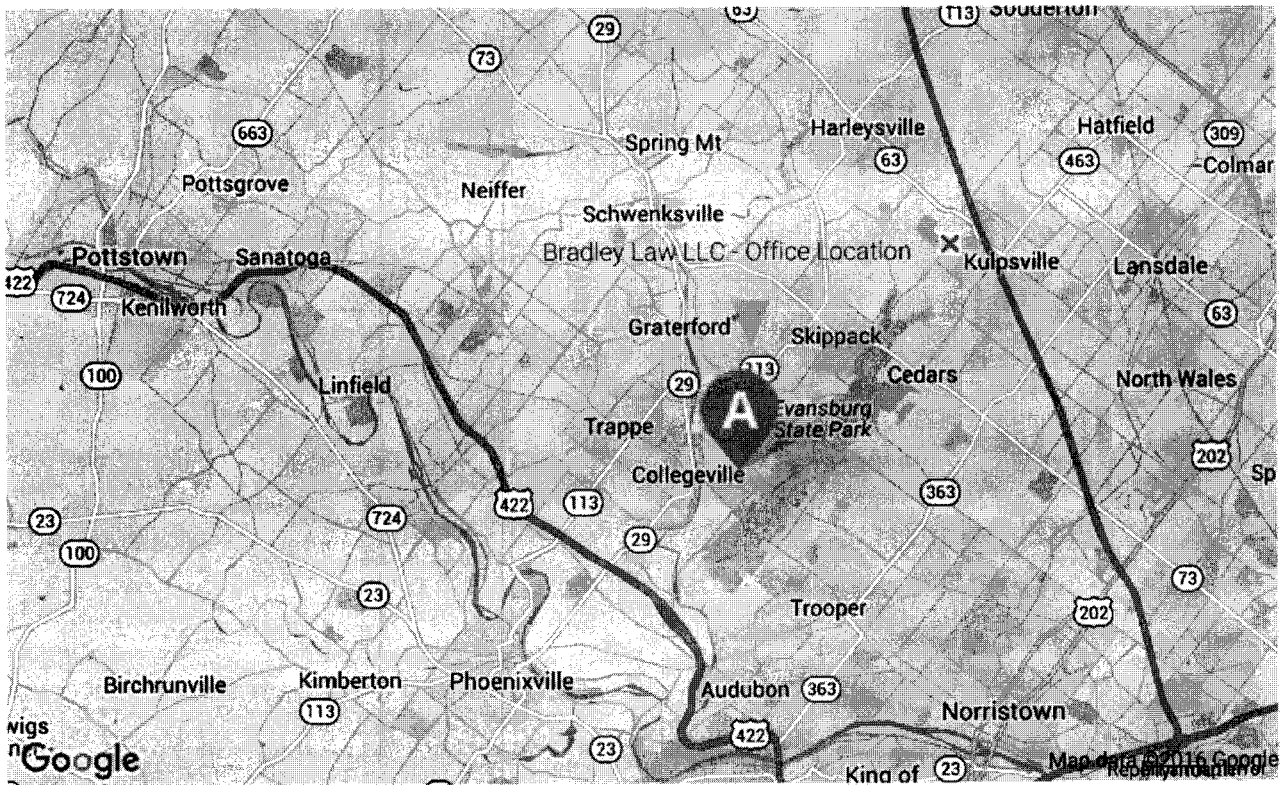
US-22 W 4.2 mi.
Take the I-476 exit toward Philadelphia/Scranton/Toll Rd 0.6 mi.
Take exit 44-20 to merge onto I-476 S toward I-276/Philadelphia Toll road 26.7 mi.
Take exit 31 for PA-63 toward Lansdale Toll road 0.8 mi.
Turn right onto PA-63 W/ Sumneytown Pike 0.4 mi.
Turn left onto Old Forty Foot Rd 3.1 mi.

BRADLEY LAW LLC

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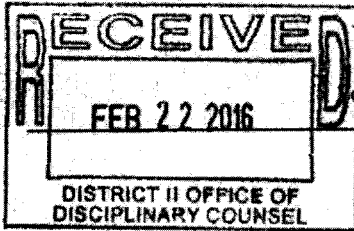
Contact Info

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CONTACT INFO

PHONE & FAX:
484-902-0123 phone
484-902-0120 fax



BRADLEY LAW, LLC
OUR SPECIAL NEEDS SOURCE IN PENNSYLVANIA

Client Copy

November 24, 2015

original

Karen Rubin
2340 E. Norris St.
Philadelphia, PA 19125

RE: ENGAGEMENT/ RETAINER AGREEMENT

Dear Ms. Rubin,

The Rules of Professional Conduct for attorneys in Pennsylvania require that we enter into a written agreement describing the basis upon which you will be charged for professional services performed by our firm. This letter and agreement sets forth the terms and conditions upon which Bradley Law LLC will perform legal services for you in connection with the matters discussed below. In addition, because you are a new client of our firm, I thought it would be helpful to confirm the scope of engagement and to provide you with a general overview of our billing procedures. We are pleased with your decision to engage Bradley Law LLC to represent you and we look forward to working with you.

Scope of Engagement

I understand from our recent discussion that your objectives are as follows:

1. Assist you in handling an SSI issue and/or Medicaid issue.
2. Assist you with any social services related matters as needed.
3. Other matters as requested by you and agreed to between you and our office in writing.

Although it is always difficult at the outset of representation of a client to describe with precision what will be involved, it is our understanding that we will provide all legal services reasonably required in connection with the matters described above.

If the scope of our services is enlarged beyond that described above and if we determine that a fee arrangement different from that described in this letter would be appropriate, we will reach agreement with you on a separate fee arrangement for the additional work.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

Fees, Disbursements and Other Expenses-Staffing

Legal work varies greatly. Although we are often engaged by our clients to perform specific and limited tasks, our primary role as legal advisors is to offer our knowledge, experience and independent judgment. Recognizing this, our focus in charging for services is to arrive at a fee that is fair and appropriate considering all the circumstances.

OFFICE ADDRESS:

(PLEASE REPLY TO MAILING ADDRESS)

MAILING ADDRESS:

BRADLEY LAW LLC
3801 GERMANTOWN PIKE, SUITE 201 C
COLLEGEVILLE, PA 19426

(484) 902-0123 PHONE
(484) 902-0120 FAX
PBRADLEY@BRADLEYLAWLLC.COM

BRADLEY LAW LLC
P.O. BOX 26587
COLLEGEVILLE, PA 19426

Among the factors that we consider in establishing a fee are the following: the time (measured in tenths of an hour) devoted to a particular matter and the lawyers and paralegals who worked on that matter; the nature and complexity of the work performed; the expertise required to perform that work; the novelty and difficulty of the legal issues presented; the extent to which the urgency of the matter preempted other work; the extent to which the matter required special allocation of firm resources and staff overtime; the result obtained; and the amount typically charged by comparable firms for the same or similar work.

For the present, I will be principally involved in these matters. An hourly fee, which is also applicable in the event that unknown and/or unforeseen circumstances arise which must be handled during and/or after the initial matter(s) or in the event that legal services are terminated by either party to this contract before completion of the matter at hand, is applicable at all times in this matter. My current hourly billing rate is \$245.00 for legal services.

Bradley Law LLC agrees to submit the billing associated with this matter to The Arc Community Trust of PA, the trustee of the Karen Rubin SNT, for consideration for payment.

You understand that payment from the Arc Community Trust of PA is entirely dependent on the trustee agreeing to such payment.

You agree to be individually responsible for any balance not paid by the Arc Community Trust of PA.

Anticipated Other Expenses/Costs/Fees

Other anticipated expenses, costs and/or fees of the any hourly legal work will include any and all court filing fees, service of process fees, any and all professional and other witness fees, subpoena fees and any other expenses, costs or fees that arise before, during and after this matter. For court related costs we do not indicate a dollar amount as courts can change them at any time.

You should understand that Bradley Law LLC operates as a firm—a client who retains a particular lawyer in fact retains the entire firm and has at their disposal all of the expertise and resources that the firm can bring to bear upon their legal problem. Therefore, the lawyer who serves as your principal contact at the firm may seek assistance from or assign primary responsibilities for a project to another lawyer who has experience in the particular area involved and who is for that very reason in a position to do the work as efficiently as possible. In assigning work within the firm, we strive to achieve the most efficient mix of seniority and expertise, with the goal of providing effective representation to our clients on an economical and cost efficient basis.

You authorize us to incur all reasonable costs and to retain any investigators, consultants, or experts necessary in our judgment, with your input, advice, and consent, to pursue your claims.

Initial Payments/ Future Payments/Billing

As a matter of firm policy, for all hourly matters, we require the initial hourly legal fee payment and any applicable costs to be paid in full in advance of any work being completed.

You agree to a non-refundable initial payment of \$0.00 in connection with our representation. Unless otherwise specified, all legal fees and costs are non-refundable.

For all hourly matters, the initial hourly legal fee payment is non-refundable. Subsequent request for payment of hourly legal fees may be either by account (for services already entered, as applicable) or future non-refundable payments request, or in retainer form as specified below.

When applicable, it is our practice to forward periodic statements regarding any balances due on a monthly basis. We expect our statements to be paid in full upon receipt, unless another arrangement has been discussed and agreed to in advance. We reserve the right to impose a late charge not to exceed the maximum amount permitted by law on all amounts not paid within 30 days. Our current late charge is 1 % (one percent) per month.

Retainer

As a matter of firm policy, we require you to pay a minimum retainer against which we will bill all related costs and other fees. **You agree to deposit \$0.00 as a minimum retainer in connection with our representation.** We will charge all related costs and other fees and disbursements against the advance and credit them on our billing statements. If the costs and other fees and disbursements exceed the advance deposited with us, we will bill you for the excess and possibly for replenishment of the advance payment. You hereby grant Bradley Law LLC a security interest in and lien in any deposits of funds held by us as security for the payment of these expenses. You agree that we will have the right to request additional deposits from time to time based on our estimates of future work to be undertaken. If you fail to pay any additional deposit requested, we will have the right to cease performing further work and to withdraw from the representation.

It is our practice to forward periodic statements on a monthly basis. We expect our statements to be paid in full upon receipt, unless another arrangement has been discussed and agreed to in advance. We reserve the right to impose a late charge not to exceed the maximum amount permitted by law on all amounts not paid within 30 days. Our current late charge is 1 % (one percent) per month.

Duties and Responsibilities

We will provide legal services to you in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance, or accounting decisions and you are not relying on us for any investigation of the character or credit of persons with whom you may be dealing.

Effective legal representation requires a high level of cooperation between attorney and client. By signing this letter, you therefore agree to cooperate with us, to keep us fully informed of all developments, and to perform your obligations under this letter. We, in turn, will rely on the information that you provide to us. We agree to provide the legal services reasonably required to represent you with respect to the matters described above and to take reasonable steps to keep you informed of our progress and to respond to your inquiries. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. Your responsibilities will also include approving negotiation, discovery and litigation strategy; approving causes of action and parties to any litigation; and determining acceptable terms of any compromise, settlement, or agreement.

In addition, you will be responsible for advising us whether any document we have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement, general litigation strategy, or other expectations, as the case may be.

General Provisions

Enclosed with this letter is a statement entitled General Provisions, which sets forth additional terms and conditions, all of which are incorporated into this letter and apply to our representation to the extent not expressly inconsistent with this letter.

Legal Liability Insurance

Please be advised that Pennsylvania Law does not require attorneys to carry legal liability insurance. Due to the nature of our practice, Bradley Law LLC has decided to forego legal liability insurance and pass the savings on to our clients in the form of lower legal fees.

Conflicts

To determine if you are involved in any matter adverse to our firm or to our clients, we have checked your name through our computerized conflicts checking system. This search has not revealed any such matter or conflict. We therefore believe that we will have no conflict in representing you in his matter. Nonetheless, we ask you to conduct a similar check personally and/or within your company to determine whether you believe that any matters might exist in which our firm may be adverse to you. Of course, if you discover any such matters, please let us know immediately.

We are a small firm, however we do represent many other individuals. It is possible that, during the time we are representing a client and at any time following the conclusion of our engagement, some of our present or future clients will be engaged in transactions, or encounter disputes, with you or your subsidiaries or affiliates. You agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interest of such clients in those matters are directly adverse to you or to any of your subsidiaries or affiliates, and to that end you hereby consent to any such conflict. We agree, however, to obtain your advance consent in any instance in which, as a result of our representation of you, we have obtained proprietary, confidential, or other information of a non-public nature that, if known to such other client, could be used in any such other matter to your material disadvantage or to the material disadvantage of any of your subsidiaries or affiliates.

We encourage you to participate actively in the matters we are handling for you, because you are much closer to the details than we are and we want to be certain that our efforts are consistent with your goals. If at any time you have a question, comment or concern, or if we may be of service in another substantive area, I ask that you raise it with us at once so that we can address the matter without delay.

If the foregoing is in accordance with your understanding of the terms and conditions upon which you will engage us and the nature of our engagement, please confirm your acceptance and sign the enclosed duplicate copy of this letter in the space provided for this purpose below and return it to me at your earliest convenience. Upon your acceptance, these

terms and conditions shall apply retroactively to the date we first performed services on your behalf.

This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter along with the fee/retainer.

We are pleased to have this opportunity to be of service and to work with you. Thank you.

Sincerely,

PATRICK J. BRADLEY

I/we have read and understand the terms and conditions set forth in this letter (including the attached General Provisions) and agree to them.

Accepted and agreed to this _____ day of _____, 20_____.

Karen Rubin
2340 E. Norris St.
Philadelphia, PA 19125

Enclosure
CC: FILE

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Bradley Law LLC and our clients:

1. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to client's requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, arguments, and other documents; travel time; waiting time in the court, closings, or elsewhere; and time in depositions and other discovery proceedings.
2. From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of work, and ultimately is more efficient and economical.
3. In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long distance telephone, telecopying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, and any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of other (such as experts, investigators, witnesses, consultants and court reporters) and other large disbursements (in excess of \$250.00) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.
4. Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.
5. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by an attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time and is not a promise or guarantee of any particular result.
6. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interest or as may be required by appropriate authorities.
7. We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good Cause" may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's

failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interest or as may be required by appropriate authorities.

8. We have found that our clients have become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones, other Internet communication, and electronic telefax (collectively, "Electronic Communications"), for the purposes of day-to-day business communications. We note, however, that Electronic Communications may be inherently less secure than some traditional methods of communication (hard wired telephone and telefax, U.S. Mail and commercial carriers, for example) and involve the risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of Electronic Communications, you are willing to accept the risk of unauthorized interception and authorize us to communicate with you (and with others with whom we have dealing in connection with the matters we are handling for you) by means of Electronic Communications, unless you advise us in writing to the contrary.

9. Any controversy, dispute, or claim arising out of or relating to our fees, expenses, performance of legal services, obligations reflected in this letter, or other aspects of our representation shall be resolved through binding arbitration in accordance with the rules then in effect of or administered by the AAA, and judgment on the award rendered may be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHTS TO BRING AN ACTION IN COURT AND TO DEMAND A JURY TRIAL.**

10. Following the completion of this matter, the firm will not be precluded from accepting any other engagement on behalf of a client that may be adverse to you if such engagement is unrelated to the scope of our representation in this matter as described above and provided, of course, that any and all information that may be disclosed to the firm in the course of this matter shall not be disclosed to any former, current or future client of the firm.

Andrew Coyle

From: Andrew Coyle
Sent: Tuesday, December 08, 2015 4:04 PM
To: 'Patrick J. Bradley'
Subject: RE: Rubin, Karen - Follow Up re: Card

Hi Pat,

I wanted to let you know that Karen Rubin's PNC Card has been loaded for the month of December '15. She tried to contact me today but unfortunately I was not able to answer her call at that time. I wanted to give you a heads up just in case she calls you. I will continue to try to contact her as well. Thank you.

Andrew

From: Patrick J. Bradley [mailto:pbradley@bradleylawllc.com]
Sent: Thursday, December 03, 2015 8:45 AM
To: Andrew Coyle
Cc: bemessa@bradleylawllc.com
Subject: RE: Rubin, Karen - Follow Up re: Card

Andrew,
Thanks for all the info. This helps me understand much better.

I'll check with Karen about whether she physically lost the card or if she still has it and just wants to loaded.

I'll get back to you on this.

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

From: Andrew Coyle [mailto:ACoyle@arctrust.org]
Sent: Wednesday, December 2, 2015 4:23 PM
To: Patrick J. Bradley
Subject: RE: Rubin, Karen - Follow Up re: Card

Hi Pat,

I wasn't aware that Karen physically lost her card? If so, a new one would need to be ordered and it will take at least a couple of weeks for this to happen as the card needs to be ordered, they ship it to us, and then we mail it to the beneficiary. What I can tell you that I have gathered over the last few conversations with Karen is yes, receipts have not been turned in over the past couple of months which is why the card has not been loaded. I have spoken to Karen and she did tell me all of her receipts were lost a couple of months ago around the time she was hospitalized? Before this, Karen was fairly reliable with returning most of her receipts and did a pretty good job overall. What I am allowed to do once (per The Arc's regulations) is send a letter to SSA explaining the situation and alerting them that \$200 should be viewed as income to the client. I am only allowed to do this once as we do not want our beneficiaries abusing the process or risking losing their benefits over the PNC card program. After this is done, it's like wiping the slate clean and we can reload her card again for \$200 with the understanding that all receipts must be handed in on a monthly basis. I went ahead and did this for Karen but I am not sure if the card will be loaded for this month (December, '15) or next but I will find out in a couple of days. Please feel free to share this information with Karen. I have tried to call her but her phone does not have voicemail. If you have any other questions let me know. Thank you.

Andrew Coyle MS

Trust Administrator

The Arc Community Trust of Pennsylvania

1012 West Ninth Avenue

Suite 215

King of Prussia, PA 19406

acoyle@arctrust.org

(p) 484-680-7980

(f) 610-265-4688

From: Patrick J. Bradley [<mailto:pbradley@bradleylawllc.com>]

Sent: Tuesday, December 01, 2015 9:50 AM

To: Andrew Coyle

Cc: bernessa@bradleylawllc.com

Subject: Rubin, Karen - Follow Up re: Card

Andrew,

I am writing this to you at the request of Karen Rubin.

Karen is asking where her card is?

I can assume from what I was able to get from her, that she did not submit receipts (or perhaps she bought something ineligible).

Is the Arc sending her a card? If so, do you have a timeframe?

I understand it is hard to get info from her so if none of this sounds correct please forgive me on that.

I'll wait to hear back from you.

Thank you for your time and attention to this matter.

Patrick J. Bradley

Attorney & Counselor At Law

Mailing Address:

**Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426**

Office Location:

**Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426**

484-902-0123 phone

484-902-0120 fax

pbradley@bradleylawllc.com

Andrew Coyle

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Monday, November 30, 2015 2:06 PM
To: Andrew Coyle
Cc: bernessa@bradleylawllc.com
Subject: RE: 2015-092 Rubin, Karen - Request for PNC Card Info

Thanks!

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

From: Andrew Coyle [<mailto:ACoyle@arctrust.org>]
Sent: Monday, November 30, 2015 1:56 PM
To: Patrick J. Bradley
Subject: RE: 2015-092 Rubin, Karen - Request for PNC Card Info

Hi Pat,

Here is what we send our beneficiaries for the PNC program. If you or Karen have any other questions let me know. Thanks.

Andrew Coyle MS
Trust Administrator
The Arc Community Trust of Pennsylvania
1012 West Ninth Avenue
Suite 215
King of Prussia, PA 19406
acoyle@arctrust.org
(p) 484-680-7980
(f) 610-265-4688

From: Patrick J. Bradley [<mailto:pbradley@bradleylawllc.com>]
Sent: Monday, November 30, 2015 1:46 PM
To: Andrew Coyle
Cc: bernessa@bradleylawllc.com
Subject: 2015-092 Rubin, Karen - Request for PNC Card Info

Andrew,

I was trying to explain the limitations and requirements of the card to Karen Rubin.

Could you please do me a favor and send me the same info you sent to her when you sign a client up for the card? I want to show her the documents (she lost hers) explaining the program terms and conditions. I don't need her specific info, just a copy of the info you send out so I can reference it when I show her.

Any help on this would be appreciated.

Thanks!

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

Andrew Coyle

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Tuesday, November 24, 2015 1:48 PM
To: Andrew Coyle
Cc: bernessa@bradleylawllc.com
Subject: RE: Rubin, Karen - Follow Up re: SSI Info Needed

Thanks!

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

From: Andrew Coyle [<mailto:ACoyle@arctrust.org>]
Sent: Tuesday, November 24, 2015 1:43 PM
To: Patrick J. Bradley
Subject: RE: Rubin, Karen - Follow Up re: SSI Info Needed

Mr. Bradley,

I did receive a call yesterday from Ms. Hindenach and I called her today and left a message this morning around 10:30am. The print out of all SNT activity from August 2013 to the present was put in the mail today so they should receive it later on this week. Thank you.

Andrew Coyle MS
Trust Administrator
The Arc Community Trust of Pennsylvania
1012 West Ninth Avenue
Suite 215
King of Prussia, PA 19406
acoyle@arctrust.org
(p) 484-680-7980
(f) 610-265-4688

From: Patrick J. Bradley [<mailto:pbradley@bradleylawllc.com>]
Sent: Tuesday, November 24, 2015 1:30 PM
To: Andrew Coyle
Cc: bernessa@bradleylawllc.com
Subject: Rubin, Karen - Follow Up re: SSI Info Needed

Mr. Coyle,
I am following up from my meeting with Karen and her mom yesterday at Karen's house.

Karen has an SSI issue that needs to be addressed in order to keep getting SSI.

As you may have already heard from Ms. Hindenach, Karen's mom, Karen needs a print out of all SNT activity on her account from August 2013 through to today. I understand Ms. Hindenach left you a message and she will keep me posted when you reply.

Karen's sister Barb is Karen's rep payee and will be reaching out to SSA to get/give them the necessary info.

I'll follow up with them later this week.

If you have any questions please let me know.

Thank you for your time and attention to this matter.

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

Andrew Coyle

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Monday, October 05, 2015 1:48 PM
To: Andrew Coyle
Subject: Re: Karen R.

You the man!

Sent from my iPhone

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

> On Oct 5, 2015, at 10:50 AM, Andrew Coyle <ACoyle@arctrust.org> wrote:

>
> Hi Pat,
> Thanks for the message. I just spoke to Karen. She is a little confused on how to use our phone directory system so I gave her my direct extension which will hopefully cut down on some of the confusion. Take care.

>
> Andrew Coyle MS
> Trust Administrator
> The Arc Community Trust of Pennsylvania
> 1012 West Ninth Avenue
> Suite 215
> King of Prussia, PA 19406
> acoyle@arctrust.org
> (p) 484-680-7980
> (f) 610-265-4688
>
> <winmail.dat>

Andrew Coyle

From: Bradley Law LLC <quickbooks-email@intuit.com>
Sent: Monday, December 28, 2015 12:48 PM
To: Andrew Coyle
Cc: pbradley@bradleylawllc.com
Subject: Invoice from Bradley Law LLC

Follow Up Flag: Follow Up
Due By: Monday, December 28, 2015 1:11 PM
Flag Status: Flagged

Bradley Law LLC

INVOICE	DUE DATE	BALANCE DUE
1005	12/28/2015	\$690.03

[View invoice](#)

Dear Mr. Coyle, Trust Administrator at The Arc Community Trust of PA,

The invoice for services rendered to Karen Rubin, Beneficiary is attached. I have also forwarded a copy to Karen Rubin (c/o her mother - Mary Ann Hindenach). If you have any questions please let me know.

Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,
Bradley Law LLC



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Bradley Law LLC
 P.O. Box 20887
 Collegeville, PA 19426 US
 (484)902-0123
 pbradley@bradleylawllc.com
 www.bradleylawllc.com

Invoice

REUDO
 Karen Rubin, Beneficiary
 of Mary Ann Hindensch
 2340 E. Norris St.
 Philadelphia, PA 19125

INVOICE	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
1005	12/28/2015	\$600.03	12/28/2015	Due on receipt	

ATTORNEY
 Bradley

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/05/2015	Legal Services TCF Karen re not being able to reach Andrew. Told her i would call and ask him to reach out to her. (not billed) TCT Andrew re Karen not being able to locate his number. etc. (not billed) 2:05 p Email reply from Andrew that he connected with Karen. (not billed) - Patrick J Bradley	0:09	0.00	0.00
11/20/2015	File Work - Paralegal 9:05a mt client stating she needs to speak with Pat re: karen 's sal income and nov report. She can be reached at 215-427-2046 (3 min) 2:00p mt client stating she is concerned about the request for proof of income. She would like for pat to call her. (3 min) - Bernessa Perry	0:05	90.00	0.00
11/23/2015	Mileage Mileage from office to Norris Street and return. 30.3 one way per yahoo maps. - Patrick J Bradley	61:00	0.55	33.55
11/23/2015	Drive Time Drive time from office to Norris Street and return. 56 mins one way per google maps. - Patrick J Bradley	1:52	90.00	164.80

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/23/2015	<p>Legal Services</p> <p>145 p On site at Karen Rubin/ Hindenach home. Met with Ms. Hindenach. Covered SSA/SSI issues. Discussed Rep Payee options. Discussed Karen's current MH situations. Alysha from Community Treatment Team at Cornher arrived to check on Karen. Karen initially not home. Discussed case. Karen arrived on site. Met with Karen separately.</p> <p>2 35 p Off site. - Patrick J Bradley</p>	0:50	245.00	204.17
11/24/2015	<p>Legal Services</p> <p>124 p TC from Ms. Hindenach. (4 mins)</p> <p>130 p. Draft and send email to Andrew Coyle at Arc Trust. (3 mins)</p> <p>143 p. Received email reply from Mr. Coyle. (3 mins)</p> <p>148 p. Courtesy Reply to Mr. Coyle (not billable)</p> <p>150 p Courtesy Reply from Mr. Coyle (not billable) - Patrick J Bradley</p>	0:10	245.00	40.83
11/25/2015	<p>Legal Services</p> <p>1000 a TC To Barb, Karen's sister and rep payee re: discussing info to provide to SSI office. Left detailed message with suggestions, specifically to rant amount. - Patrick J Bradley</p>	0:08	245.00	24.50
11/30/2015	<p>Legal Services</p> <p>148 p Email to Andrew re: Card paperwork for Karen. Wanted to get copy as Karen lost hers and to be able to explain it to her. (3 mins)</p> <p>156 p Email reply from Andrew with paperwork. (3mins)</p> <p>205 p Courtesy reply to Andrew. (not billable)</p> <p>207 p Courtesy reply from Andrew (not billable)</p> <p>215 p Printed and mailed copy of paperwork to Ms. Hindenach for her records and to show Karen. (5 mins)</p> <p>220 p TCT Ms. Hindenach to let her know paperwork on the way. (3 mins) - Patrick J Bradley</p>	0:14	245.00	57.17

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/30/2015	File Work - Paralegal 3:18 p mf client inquiring about her card. She wants Pat to contact Andrew (3 min)	0:08	90.00	9.00
12/01/2015	Legal Services 3:59 p mf Mrs. Hindenach stating she wants to speak with Pat about filling out the SSI paperwork for Karen. She stated the deadline is Dec. 10th. (3 min) - Bernessa Perry	0:05	245.00	20.42
12/01/2015	File Work - Paralegal 9:50 a Drafted and sent email to Andrew re Karen losing/breeding card. Karen was not clear on this so i let Andrew know that. (5 mins) - Patrick J Bradley	0:03	90.00	4.50
12/02/2015	Legal Services 9:58 a TCT client informing her that Pat has contacted David re her card, he is waiting for him to respond. (3 min) - Bernessa Perry	0:08	245.00	32.67
12/03/2015	Legal Services 4:23 p Email reply from Andrew. He will reload card. Asked for confirmation re her losing card? (5 mins) - Patrick J Bradley	0:06	245.00	24.50
12/03/2015	Legal Services 8:44 a Email reply to Andrew (3 mins)			
12/03/2015	Legal Services 8:50 a TCT Karen's mom. Discussed issue of card. She will have Karen call me or Andrew to confirm if she still physically has card. (3 mins)			
12/03/2015	Legal Services 9:02 a Courtesy email reply from Andrew. (not billable) - Patrick J Bradley			
12/03/2015	Legal Services 4:04 p Email from Andrew re: Card being reloaded. (3 mins)	0:06	245.00	24.50
12/03/2015	Legal Services 4:15 p TCT Karen's mom. Left message that card is reloaded and to please let Karen know. (3 mins) - Patrick J Bradley			

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/09/2015	Legal Services 205 p TC From Ms. Hinderach. She spoke with SSI and gave requested info re: trust and rent and foodstamps etc. to person at SSA office. Issues resolved. Person at SSA had some suggestions for reporting requirement compliance. Also, family decided to leave Barb as rep payee to avoid future issues with Karen or someone else handling money based on Karen's needs/behavioral health issues. - Patrick J Bradley	0:05	245.00	20.42
			BALANCE DUE	\$690.03

Julianna Van Duyne-King

From: Andrew Coyle
Sent: Wednesday, February 17, 2016 10:04 AM
To: Julianna Van Duyne-King
Subject: FW: Invoice from Bradley Law LLC

From: Patrick J. Bradley [mailto:pbradley@bradleylawllc.com]
Sent: Wednesday, February 17, 2016 9:11 AM
To: Andrew Coyle
Subject: FW: Invoice from Bradley Law LLC

Andrew,
Is the Arc Trust going to pay this invoice? It has been over 50 days.

Please advise.

Patrick J. Bradley, JD

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

From: Bradley Law LLC [mailto:quickbooks-email@intuit.com]
Sent: Monday, December 28, 2015 12:48 PM
To: acoyle@arctrust.org
Cc: pbradley@bradleylawllc.com
Subject: Invoice from Bradley Law LLC

Julianna Van Duyne-King

From: Andrew Coyle
Sent: Friday, February 19, 2016 9:33 AM
To: Julianna Van Duyne-King
Subject: FW: Rubin, Karen - Follow Up

Hi Julie,

Pat Bradley just called me and left a message and then sent an e-mail. Just giving you a heads up. Thanks.

Andrew

From: Patrick J. Bradley [<mailto:pbradley@bradleylawllc.com>]
Sent: Friday, February 19, 2016 9:29 AM
To: Andrew Coyle
Cc: bernessa@bradleylawllc.com
Subject: Rubin, Karen - Follow Up

Andrew,

I am following up from my phone message of this morning.

I needed to hear back from your organization on when you will be paying the Karen Rubin billing. It has been some time now.

Please advise.

Patrick J. Bradley, JD

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.6189 / Virus Database: 4533/11654 - Release Date: 02/18/16

-----Original Message-----

From: Julianna Van Duyne-King [<mailto:JVanDuyneKing@arctrust.org>]
Sent: Friday, February 19, 2016 9:39 AM
To: 'Patrick J. Bradley (pbradley@bradleylawllc.com)'
Cc: Andrew Coyle
Subject: FW: Rubin, Karen - Follow Up

Mr. Bradley, on the advice of counsel, Ms. Rubin's trust will not pay this bill as you were suspended from the practice of law during the interval shown in the invoice.

Julianna Van Duyne-King, J.D., LL.M.
Executive Director
The Arc Community Trust of Pennsylvania
1012 West Ninth Avenue
Suite 215
King of Prussia, PA 19406
P: 610-265-4788
F: 610-265-4688

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From: Patrick J. Bradley [<mailto:pbradley@bradleylawllc.com>]
Sent: Friday, February 19, 2016 9:29 AM
To: Andrew Coyle
Cc: bernessa@bradleylawllc.com<<mailto:bernessa@bradleylawllc.com>>
Subject: Rubin, Karen - Follow Up

Andrew,
I am following up from my phone message of this morning.

I needed to hear back from your organization on when you will be paying the Karen Rubin billing. It has been some time now.

Please advise.

Patrick J. Bradley, JD

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:

— [REDACTED] —
Exhibit J

Julianna Van Duyne-King

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Friday, February 19, 2016 9:48 AM
To: Julianna Van Duyne-King
Cc: Andrew Coyle; bernessa@bradleylawllc.com
Subject: RE: Rubin, Karen - Follow Up

Ms. Van Duyne King,
Thanks for finally giving me the courtesy of a reply.

As I know your office is fully aware, my office provides legal and non-legal services. Your office has hired my office in the past for multiple case management matters, at a non-legal rate for non-legal services.

As I am currently suspended, I only provide non-legal services.

My services to Ms. Rubin were non-legal in nature. As I am sure you are also aware, non-legal services can be rendered in SSI cases.

Now if you would feel more comfortable with my office changing the wording on the invoice please let me know.

Otherwise, I'll expect the bill to be paid in full ASAP.

Please advise,

Regards,

Patrick J. Bradley, JD

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

Julianna Van Duyne-King

From: Bradley Law LLC <quickbooks-email@intuit.com>
Sent: Friday, February 19, 2016 10:10 AM
To: Andrew Coyle; Julianna Van Duyne-King
Cc: pbradley@bradleylawllc.com
Subject: Invoice from Bradley Law LLC

Bradley Law LLC

INVOICE	DUE DATE	BALANCE DUE
1028	12/28/2015	\$690.03

[View Invoice](#)

Dear 2015-092 Rubin, Karen / Hindenach, Mary Ann,

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,
Bradley Law LLC



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No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.6189 / Virus Database: 4533/11654 - Release Date: 02/18/16

Bradley Law LLC
 P.O. Box 26567
 Collegeville 19426
 (484)902-0123
 pbradley@bradleylawllc.com

Invoice

BILL TO:
 2015-092 Rubin, Karen /
 Hindenach, Mary Ann
 2340 E. Norris St.
 Philadelphia, PA 19125

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
1028	12/28/2015	\$690.03	12/28/2015	Due on receipt	

STAFF
 Bradley

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/05/2015	<p>Legal Services TCF Karen re not being able to reach Andrew. Told her i would call and ask him to reach out to her. (not billed)</p> <p>TCT Andrew re Karen not being able to locate his number. etc. (not billed)</p>	0:09	0.00	0.00
11/20/2015	<p>2:05 p Email reply from Andrew that he connected with Karen. (not billed) - Patrick J Bradley</p> <p>File Work - Paralegal 9:05a ml client stating she needs to speak with Pat re: karen 's ssi income and nov report. She can be reached at 215-427-2946 (3 min)</p>	0:06	90.00	9.00
11/23/2015	<p>2:06p ml client stating she is concerned about the request for proof of income. She would like for pat to call her. (3 min) - Bernessa Perry</p> <p>Mileage Mileage from office to Norris Street and return. 30.3 one way per yahoo maps. - Patrick J Bradley</p>	61:00	0.55	33.55
11/23/2015	<p>Drive Time Drive time from office to Norris Street and return. 56 mins one way per google maps. - Patrick J Bradley</p>	1:52	99.00	184.80
11/23/2015	<p>Legal Services 1:45 p On site at Karen Rubin/ Hindenach home. Met with Ms. Hindenach. Covered SSA/SSI issues. Discussed Rep Payee options. Discussed Karen's current MH situations. Alysha from Community Treatment Team at Comhar arrived to check on Karen. Karen initially not home. Discussed case. Karen arrived on site. Met with Karen separately. 2:35 p Off site. - Patrick J Bradley</p>	0:50	245.00	204.17

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/24/2015	Legal Services 124 p TC from Ms. Hindenach. (4 mins)	0:10	245.00	40.83
	130 p. Draft and send email to Andrew Coyle at Arc Trust. (3 mins)			
	143 p. Received email reply from Mr. Coyle. (3 mins)			
	148 p. Courtesy Reply to Mr. Coyle (not billable)			
	150 p Courtesy Reply from Mr. Coyle (not billable) - Patrick J Bradley			
11/25/2015	Legal Services 1000 a TC To Barb, Karen's sister and rep payee re: discussing into to provide to SSI office. Left detailed message with suggestions, specifically to rent amount. - Patrick J Bradley	0:05	245.00	24.50
11/30/2015	Legal Services 146 p Email to Andrew re: Card paperwork for Karen. Wanted to get copy as Karen lost hers and to be able to explain it to her. (3 mins)	0:14	245.00	57.17
	156 p Email reply from Andrew with paperwork. (3 mins)			
	205 p Courtesy reply to Andrew. (not billable)			
	207 p Courtesy reply from Andrew (not billable)			
	215 p Printed and mailed copy of paperwork to Ms. Hindenach for her records and to show Karen. (5 mins)			
	220 p TCT Ms. Hindenach to let her know paperwork on the way. (3 mins) - Patrick J Bradley			
11/30/2015	File Work - Paralegal 3:16 p mf client inquiring about her card. She wants Pat to contact Andrew (3 min)	0:06	90.00	9.00
	3:59 p mf Mrs. Hindenach stating she wants to speak with Pat about filling out the SSI paperwork for Karen. She stated the deadline is Dec. 10th. (3 min) - Bernessa Perry			
12/01/2015	Legal Services 950 a Drafted and sent email to Andrew re Karen losing/reading card. Karen was not clear on this so i let Andrew know that. (5 mins) - Patrick J Bradley	0:05	245.00	20.42
12/01/2015	File Work - Paralegal 9:58 a TCT client informing her that Pat has contacted David re her card, he is waiting for him to respond. (3 min) - Bernessa Perry	0:03	90.00	4.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/02/2015	Legal Services 423 p Email reply from Andrew. He will reload card. Asked for confirmation re her losing card? (5 mins) - Patrick J Bradley	0:08	245.00	32.57
12/03/2015	Legal Services 844 a Email reply to Andrew (3 mins)	0:06	245.00	24.50
	850 a TCT Karen's mom. Discussed issue of card. She will have Karen call me or Andrew to confirm if she still physically has card. (3 mins)			
12/08/2015	902 a Courtesy email reply from Andrew. (not billable) - Patrick J Bradley Legal Services 404 p Email from Andrew re: Card being reloaded. (3 mins)	0:06	245.00	24.50
12/08/2015	415 p TCT Karen's mom. Left message that card is reloaded and to please let Karen know. (3 mins) - Patrick J Bradley Legal Services 205 p TC From Ms. Hindensch. She spoke with SSI and gave requested info re: trust and rent and foodstamps etc. to person at SSA office. Issues resolved. Person at SSA had some suggestions for reporting requirement compliance.	0:05	245.00	20.42
	Also, family decided to leave Barb as rep payee to avoid future issues with Karen or someone else handling money based on Karen's needs/behavioral health issues. - Patrick J Bradley			

INVOICE REVISED TO REFLECT CASE MANAGEMENT TERMS PER CLIENT/TRUST REQUEST.

BALANCE DUE

\$690.03

Julianna Van Duyne-King

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Friday, February 19, 2016 10:26 AM
To: Julianna Van Duyne-King
Cc: Andrew Coyle; bernessa@bradleylawllc.com
Subject: RE: Rubin, Karen - Follow Up

Ms. Van Duyne King,
Thank you for your reply to this email.

Any reply to my last email about the invoice? I sent the revised invoice with the case management wording so you can be more comfortable.

So that you are aware, if your office does not wish to provide payment of services rendered to Karen, as it has done in the past, I will have to pursue the matter directly with the client.

Please advise as I will then send them a letter that the trust does not want to pay and ask them to pay.

So that you are also aware, if the client cannot pay in short order (this bill is almost 60 days past due, and we could have avoided that if your office had simply replied in December/January in a timely fashion) I will have to pursue a claim for theft of services in the local Magisterial District Court, which will increase the costs by an additional \$142.00 +/- for simply filing the claim. There may be a higher cost as the defendant would be a Philadelphia County defendant and the constable might have to add a fee for a different county.

Although I am quite sure you know this, Karen is a person with a disability. She has a track record of issues. I have consistently assisted her with her issues. Your office knows this and has rendered past payments on the services I provided.

Both she and I clearly had the expectation, especially since your office was in communication with my office during the time frame in question, that your office would follow through with payment of the invoice as it has in the past.

For Karen's sake, I hope you don't let her down on this because you are playing some kind of game based on an "issue" you and I had with a different client.


Your office should not be playing games with people's lives.

I'll await your reply in short order.

Regards,

Patrick J. Bradley, JD

Mailing Address:

—  —
Exhibit M

Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

-----Original Message-----

From: Julianna Van Duyne-King [mailto:JVanDuyneKing@arctrust.org]
Sent: Friday, February 19, 2016 10:00 AM
To: Patrick J. Bradley
Cc: Andrew Coyle; bernessa@bradleylawllc.com
Subject: RE: Rubin, Karen - Follow Up

Our counsel in this matter is Stacey McConnell of Lamb McErlane.

Julianna Van Duyne-King, J.D., LL.M.
Executive Director
The Arc Community Trust of Pennsylvania
1012 West Ninth Avenue
Suite 215
King of Prussia, PA 19406
P: 610-265-4788
F: 610-265-4688

CONFIDENTIAL NOTICE: The information contained in this communication is privileged and confidential and intended only for the use of the individuals to whom they are addressed. If you are not the intended recipient or received in error, you are hereby notified that any unauthorized disclosure of any kind or actions taken in regard to the information is strictly prohibited. If you received this communication in error please reply to the sender and delete the message from your computer system. Thank you.

-----Original Message-----

From: Patrick J. Bradley [mailto:pbradley@bradleylawllc.com]
Sent: Friday, February 19, 2016 9:50 AM
To: Julianna Van Duyne-King
Cc: Andrew Coyle; bernessa@bradleylawllc.com
Subject: RE: Rubin, Karen - Follow Up

Ms. Van Duyne King,
Kindly advise my office as to who your counsel is.

Julianna Van Duyne-King

From: Patrick J. Bradley <pbradley@bradleylawllc.com>
Sent: Tuesday, February 23, 2016 9:56 AM
To: Andrew Coyle
Cc: Julianna Van Duyne-King; bernessa@bradleylawllc.com
Subject: Rubin, Karen - Overdose Last Week

Team Rubin,

I received a call from Ms. Hindenach regarding the case management bill. She will be contacting Andrew and requesting that it be paid from Karen's trust.

Update on Karen as of today (2/23/16):

Ms. Hindenach indicated that Karen overdosed on her Abilify on Tuesday (2/16/16) went to ER (her sister Barb drove her and mom). The ER stabilized her. They sent her home.

She appeared stabilized for a few days. Then this past Saturday (2/20/16) she was running around manic.

This continued through Sunday. Her mom tried to 302 her (again) on Sunday, (mom went to Episcopal Pysch) but the psych hospital denied the admit.

Mom had her go to the psychiatrist Monday. They diagnosed her with Dystonia and suggested they (the psych) will give her Abilify shots (needs to be approved by health insurance first), and Cogentin. Mom has been hiding pills from Karen and giving them out when needed. (She is still on pills for Cogentin and mom is giving them to her - 1 Abilify pill and ½ a Cogentin pill.

On March 1st 2016 Karen is supposed to go for an Abilify shot. (Then may continue shots- not pills –depending on situation.

*I observed from last interaction with Karen that she now has many tattoos all over her (several viewable on her neck). She is hanging/has been hanging with a much different crowd over the past 9 months or so.

I'll wait to hear back from your office regarding the invoice.

Thank you for your time and attention to this matter.

Patrick J. Bradley, JD

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike

Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
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pbradley@bradleylawllc.com

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Bradley Law, LLC
Your Special Needs Source In Pennsylvania

July 14, 2014

Mr. Matt Moyer & Mrs. Alexis Moyer
75 Race Street
Bechtelsville, PA 19505



RE: ENGAGEMENT/ RETAINER AGREEMENT

Dear Mr. and Mrs. Moyer

The Rules of Professional Conduct for attorneys in Pennsylvania require that we enter into a written agreement describing the basis upon which you will be charged for professional services performed by our firm. This letter and agreement sets for the terms and conditions upon which Bradley Law LLC will perform legal services for you in connection with the matters discussed below. In addition, because you are a new client of our firm, I thought it would be helpful to confirm the scope of engagement and to provide you with a general overview of our billing procedures. We are pleased with your decision to engage Bradley Law LLC to represent you and we look forward to working with you.

Scope of Engagement

I understand from our recent discussion that your objectives are as follows:

1. Assist you in obtaining one (1) supplemental needs trust and one (1) payback trust for the benefit of your son, Dakota Moyer.
2. Assist you in obtaining two (2) mirror wills with pour over provisions to the supplemental needs trusts.

Although it is always difficult at the outset of representation of a client to describe with precision what will be involved, it is our understanding that we will provide all legal services reasonably required in connection with the matters described above.

If the scope of our services is enlarged beyond that described above and if we determine that a fee arrangement different from that described in this letter would be appropriate, we will reach agreement with you on a separate fee arrangement for the additional work.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

— Exhibit O —

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Bradley Law LLC
3801 Germantown Pike, Suite 201 C
Collegeville, PA 19426

(Please Reply To Mailing Address)

(484) 902-0123 phone
(484) 902-0120 fax
pbradley@bradleylawllc.com

Mailing Address:

Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Fees, Disbursements and Other Expenses-Staffing

Legal work varies greatly. Although we are often engaged by our clients to perform specific and limited tasks, our primary role as legal advisors is to offer our knowledge, experience and independent judgment. Recognizing this, our focus in charging for services is to arrive at a fee that is fair and appropriate considering all the circumstances.

Among the factors that we consider in establishing a fee are the following: the time (measured in tenths of an hour) devoted to a particular matter and the lawyers and paralegals who worked on that matter; the nature and complexity of the work performed; the expertise required to perform that work; the novelty and difficulty of the legal issues presented; the extent to which the urgency of the matter preempted other work; the extent to which the matter required special allocation of firm resources and staff overtime; the result obtained; and the amount typically charged by comparable firms for the same or similar work.

For the present, I will be principally involved in these matters. The fees for each service are:

1. My FLAT FEE for drafting and executing the two (2) special needs trusts (1 supplemental and 1 payback) is \$650.00 total.
2. EXPENSES for mailing the payback trusts by priority mail to the 5 locations is \$35.00 total.
3. My FLAT FEE for drafting and executing the two (2) Mirror Wills with pour over provisions to the supplemental needs trust is \$325.00.

As this matter involves a flat fee, an hourly fee is only applicable in the event that unknown and/or unforeseen circumstances arise which must be handled during and/or after the initial matter(s) or in the event that legal services are terminated by either party to this contract before completion of the matter at hand. My currently hourly billing rate is \$245.00 for legal services.

You should understand that Bradley Law LLC operates as a firm—a client who retains a particular lawyer in fact retains the entire firm and has at their disposal all of the expertise and resources that the firm can bring to bear upon their legal problem. Therefore, the lawyer who serves as your principal contact at the firm may seek assistance from or assign primary responsibilities for a project to another lawyer who has experience in the particular area involved and who is for that very reason in a position to do the work as efficiently as possible. In assigning work within the firm, we strive to achieve the most efficient mix of seniority and expertise, with the goal of providing effective representation to our clients on an economical and cost efficient basis.

You authorize us to incur all reasonable costs and to retain any investigators, consultants, or experts necessary in our judgment, with your input, advice, and consent, to pursue your claims.

It is our practice to forward periodic statements on a monthly basis. We expect our statements to be paid in full upon receipt, unless another arrangement has been discussed and agreed to in advance. We reserve the right to impose a late charge not to exceed the maximum amount permitted by law on all amounts not paid within 30 days. Our current late charge is 1 % (one percent) per month.

Retainer

As a matter of firm policy, we require you to pay a minimum retainer against which we will bill all related costs and other fees. **For the trusts and Mirror Wills, you agree to deposit \$1010.00 as a minimum retainer in connection with our representation.** We will charge all related costs and other fees and disbursements against the advance and credit them on our billing statements. If the costs and other fees and disbursements exceed the advance deposited with us, we will bill you for the excess and possibly for replenishment of the advance payment. You hereby grant Bradley Law LLC a security interest in and lien in any deposits of funds held by us as security for the payment of these expenses. You agree that we will have the right to request additional deposits from time to time based on our estimates of future work to be undertaken. If you fail to pay any additional deposit requested, we will have the right to cease performing further work and to withdraw from the representation.

Duties and Responsibilities

We will provide legal services to you in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance, or accounting decisions and you are not relying on us for any investigation of the character or credit of persons with whom you may be dealing.

Effective legal representation requires a high level of cooperation between attorney and client. By signing this letter, you therefore agree to cooperate with us, to keep us fully informed of all developments, and to perform your obligations under this letter. We, in turn, will rely on the information that you provide to us. We agree to provide the legal services reasonably required to represent you with respect to the matters described above and to take reasonable steps to keep you informed of our progress and to respond to your inquiries. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. Your responsibilities will also include approving negotiation, discovery and litigation strategy; approving causes of action and parties to any litigation; and determining acceptable terms of any compromise, settlement, or agreement.

In addition, you will be responsible for advising us whether any document we have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement, general litigation strategy, or other expectations, as the case may be.

General Provisions

Enclosed with this letter is a statement entitled General Provisions, which sets forth additional terms and conditions, all of which are incorporated into this letter and apply to our representation to the extent not expressly inconsistent with this letter.

Legal Liability Insurance

Please be advised that Pennsylvania Law does not require attorneys to carry legal liability insurance. Due to the nature of our practice, Bradley Law LLC has decided to forego legal liability insurance and pass the savings on to our clients in the form of lower legal fees.

Conflicts

To determine if you are involved in any matter adverse to our firm or to our clients, we have checked your name through our computerized conflicts checking system. This search has not revealed any such matter or conflict. We therefore believe that we will have no conflict in representing you in his matter. Nonetheless, we ask you to conduct a similar check personally and/or within your company to determine whether you believe that any matters might exist in which our firm may be adverse to you. Of course, if you discover any such matters, please let us know immediately.

We are a small firm, however we do represent many other individuals. It is possible that, during the time we are representing a client and at any time following the conclusion of our engagement, some of our present or future clients will be engaged in transactions, or encounter disputes, with you or your subsidiaries or affiliates. You agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interest of such clients in those matters are directly adverse to you or to any of your subsidiaries or affiliates, and to that end you hereby consent to any such conflict. We agree, however, to obtain your advance consent in any instance in which, as a result of our representation of you, we have obtained proprietary, confidential, or other information of a non-public nature that, if known to such other client, could be used in any such other matter to your material disadvantage or to the material disadvantage of any of your subsidiaries or affiliates.

We encourage you to participate actively in the matters we are handling for you, because you are much closer to the details than we are and we want to be certain that our efforts are consistent with your goals. If at any time you have a question, comment or concern, or if we may be of service in another substantive area, I ask that you raise it with us at once so that we can address the matter without delay.

If the foregoing is in accordance with your understanding of the terms and conditions upon which you will engage us and the nature of our engagement, please confirm your acceptance and sign the enclosed duplicate copy of this letter in the space provided for this purpose below and return it to me at your earliest convenience. Upon your acceptance, these terms and conditions shall apply retroactively to the date we first performed services on your behalf.

This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter along with the fee/retainer.

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Bradley Law LLC and our clients:

1. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to client's requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, arguments, and other documents; travel time; waiting time in the court, closings, or elsewhere; and time in depositions and other discovery proceedings.
2. From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of work, and ultimately is more efficient and economical.
3. In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long distance telephone, tele-copying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, and any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of other (such as experts, investigators, witnesses, consultants and court reporters) and other large disbursements (in excess of \$250.00) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.
4. Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.
5. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by an attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time and is not a promise or guarantee of any particular result.
6. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interest or as may be required by appropriate authorities.

7. We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good Cause" may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interest or as may be required by appropriate authorities.

8. We have found that our clients have become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones, other Internet communication, and electronic telefax (collectively, "Electronic Communications"), for the purposes of day-to-day business communications. We note, however, that Electronic Communications may be inherently less secure than some traditional methods of communication (hard wired telephone and telefax, U.S. Mail and commercial carriers, for example) and involve the risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of Electronic Communications, you are willing to accept the risk of unauthorized interception and authorize us to communicate with you (and with others with whom we have dealing in connection with the matters we are handling for you) by means of Electronic Communications, unless you advise us in writing to the contrary.

9. Any controversy, dispute, or claim arising out of or relating to our fees, expenses, performance of legal services, obligations reflected in this letter, or other aspects of our representation shall be resolved through binding arbitration in accordance with the rules then in effect of or administered by the AAA, and judgment on the award rendered may be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHTS TO BRING AN ACTION IN COURT AND TO DEMAND A JURY TRIAL.**

10. Following the completion of this matter, the firm will not be precluded from accepting any other engagement on behalf of a client that may be adverse to you if such engagement is unrelated to the scope of our representation in this matter as described above and provided, of course, that any and all information that may be disclosed to the firm in the course of this matter shall not be disclosed to any former, current or future client of the firm.

Bradley Law, LLC
Your Special Needs Source in Pennsylvania

January 21, 2015

Lesley Oakes/Mark Newell
Office of General Counsel
801 Market Street
Suite 5055
Philadelphia, PA 19107

**RE: DAKOTA A. MOYER SPECIAL NEEDS TRUST
(OBRA 93/PAYBACK)**
[REDACTED]

Dear Ms. Oakes/ Mr. Newell,

Attached for your review is a special needs trust drafted for the benefit of DAKOTA A. MOYER [REDACTED]
[REDACTED]

If you have any questions or concerns about the trust please do not hesitate to contact our office.

Very truly yours,


PATRICK J. BRADLEY kmm

PJB: kmm
Attachment

cc: M. Stokes – SSI Program Office
Supervisor – SSA Office – Berks County
Supervisor- DHS Berks Co. Assistance Office
Supervisor- Third Party Liability Section Harrisburg
FILE

Office Address:

Bradley Law LLC
3801 Germantown Pike, Suite 201 C

(Please Reply To Mailing Address)

(484) 902-0123 phone
(484) 902-0120 fax

Mailing Address:

Bradley Law LLC
P.O. Box 26587

Copy from DPW PEAP system

— Exhibit P —

The
Dakota A. Moyer
Special Needs Trust
(OBRA 93 / Payback)

ARTICLE I. CREATION OF THE TRUST

1.1 Declaration of Trust.

We, [REDACTED] (hereinafter referred to as the Settlor) give the property listed in Schedule A (attached), to [REDACTED] (hereinafter referred to as the Trustees) to hold, in trust, for the benefit of Dakota A. Meyer (hereinafter referred to as the Beneficiary), as specified herein.

1.2 Intent to Create a Trust.

The Settlor intends that this document create an irrevocable special needs trust for the benefit of the Beneficiary, as specified herein, during the Beneficiary's lifetime under and subject to 42 USC 1396p(d)(4), 62 PS 1414, and 55 Pa.Code 178.7(f)(1).

1.3 Intent to Make the Trust Irrevocable.

This trust shall be irrevocable and cannot be revoked or terminated by any party to the trust except as specified herein.

1.4 Intent to Make the Trust Supplemental.

This trust shall be supplemental in nature, that is, it shall supplement and not supplant any and all public/governmental benefits and/or programs available to the Beneficiary.

Public/governmental benefits and/or programs shall include, but are not limited to, Medicaid (MA) programs and benefits, including Waiver funding; Supplemental Security Income (SSI) benefits and programs; federal, state and local/county housing programs; other programs, services and/or funding as well as any other publicly or non-publicly funded services or supports provided by any federal, state or local agency or public or non-public entity.

1.5 Intent to Make the Trust Discretionary.

The Trustees shall have sole, absolute, unfettered and unrestricted discretion to make, or not make, distributions under this trust as specified herein.

1.6 Title of the Trust.

This trust shall be known as the Dakota A. Meyer Special Needs Trust (OBRA 93 / Payback).

ARTICLE II. PARTIES TO THE TRUST

2.1 Settlers.

The Settlers, [REDACTED] are residents of Pennsylvania.

2.2 Trustees.

The Trustees, [REDACTED] are residents of Pennsylvania.

2.3 Beneficiary.

The Beneficiary, Dakota A. Moyer [REDACTED] Dakota A. Moyer is a resident of Pennsylvania.

The Beneficiary [REDACTED]

The Beneficiary has been and is/may currently be the recipient of public/governmental benefits and programs. It is reasonably expected that the Beneficiary will need to continue utilizing public/governmental benefits and programs for the duration of the Beneficiary's lifetime due to the nature of the disability.

2.4 Remainderman.

The Remainderman under this trust are:

- A. The Natural Issue of Dakota A. Moyer (as a class)
- B. [REDACTED]
- C. [REDACTED]
- D. [REDACTED]

2.5 Successor Trustee.

The Successor Trustees upon the death, resignation or incapacity of both [REDACTED] shall be [REDACTED] as Co-Successor Trustees.

Should only one of either [REDACTED] or [REDACTED] cease, resign or otherwise be unable to serve, the remaining Trustee may call upon the Successor Trustees to serve as Co-Trustees along with the remaining Trustee.

ARTICLE III. TRUST PROPERTY

3.1 Initial Trust Property.

The property listed on Schedule A. (attached) shall serve as the initial trust property.

3.2 Source of the Trust Property.

The source of the trust property is money from the Beneficiary.

3.3 Limitation on the Initial Trust Property.

Neither the initial trust property, nor any interest or income generated by the initial trust property, shall be considered as an available asset or resource to the Beneficiary for any purposes generally and specifically for determining the Beneficiary's eligibility for any past, present and/or future public/governmental benefits and/or programs.

ARTICLE IV. ADDITIONS TO TRUST PROPERTY

4.1 Permitted Additions to Trust Property.

Any property or monies in any reasonable form that is deemed acceptable by the Trustees may be added to and become part of the trust property. All additions, outside of actual income or interest, shall be considered principal, and shall be added to the property as such.

4.2 Permitted Sources of Additions to the Trust Property.

Any person or entity shall be permitted to present property of monies to the Trustees for consideration for addition to the trust property, including the Beneficiary.

4.3 Limitations on Additions to the Trust Property.

No additions to the trust property, nor any interest or income generated by any additions to the trust property shall be considered as an available asset or resource to the Beneficiary for any purposes generally and specifically for determining the Beneficiary's eligibility for any past, present and/or future public/governmental benefits and/or programs.

No additions shall be permitted after the Beneficiary's 65th birthday unless permitted by then existing law.

ARTICLE V. POWERS OF THE SETTLORS

5.1 Limited Powers.

The Settlers shall have all the powers of a Settlor over a trust in Pennsylvania. In addition to those powers, the Settlers retain only the powers listed in this trust and only to the extent that the powers specified herein do not affect or alter, in any manner, the irrevocable special needs nature of this trust.

5.2 Limited Power to Appoint Successor Trustee(s).

The Settlers shall have the power to appoint a Successor Trustee or Successor

Trustees only in the event that all the named Trustees and named Successor Trustees are otherwise unwilling or unable to perform or continue to perform as Trustees and no other Successor Trustee has been nominated or otherwise identified as specified herein. This right is not assignable and terminates upon the death or incapacity of both Settlers.

Written notice of appointment of a Successor Trustee(s) must be provided to the then existing Trustees and Successor Trustee, as applicable, to provide adequate opportunity to arrange for a smooth transition to the new appointee.

ARTICLE VI. POWERS OF THE TRUSTEES

6.1 Broad Powers.

The Trustees shall have all the powers of a Trustee over a trust in Pennsylvania as well as any other powers necessary, which shall include the power to hire any necessary professional or other services, including but not limited to any legal or case management services, to assist with the orderly administration of this trust.

This provision shall be construed broadly and shall not be limited in any capacity.

6.2 Total Discretion on Distributions.

The Trustees shall have sole, absolute, unfettered and unrestricted discretion to make or not make any distributions under this trust, as specified herein.

6.3 Power to Amend the Trust.

The Trustees shall have the power to amend the trust when it is necessary to ensure compliance with and conformance to applicable federal, state and local laws, regulations and procedures, as well the requirements of any governmental agency, as specified in the trust herein. Any such amendment shall not affect the irrevocable special needs nature of this trust.

6.4 Power to Designate a Corporate Fiduciary Co-Trustee.

The Trustees, in their sole absolute and unfettered discretion, shall have the power to amend the trust to include a corporate non-profit Co-Trustee, including, but not limited to, The Arc Community Trust of PA, Inc. or the Family Trust, Inc., for the purposes of assisting in the management of the trust. Said corporate non-profit Co-Trustee shall have the same powers and duties as a Trustee listed herein.

6.5 Power to Create an Irrevocable Burial Fund or Other Funeral Arrangements.

The Trustees may create an Irrevocable Burial Fund or other funeral arrangements, including, but not limited to pre-paid arrangements, with funds from the trust property. This may also include the purchase of a plot and a marker.

ARTICLE VII. POWERS OF THE BENEFICIARY

7.1 Limitations.

The Beneficiary shall have no new powers created under this trust document, but shall retain all powers applicable under the law.

7.2 Special Needs Requests.

The Beneficiary may make special needs requests from time to time, or on a regular basis, to the Trustees. These requests are not binding on the Trustees and at all times shall be subject to the sole, absolute, unfettered and unrestricted discretion of the Trustees.

ARTICLE VIII. DISTRIBUTIONS FROM THE TRUST

8.1 Distributions Generally.

During the lifetime of the Beneficiary, the Trustees may, in their sole, absolute, unfettered and unrestricted discretion, and after considering Article VIII in its entirety, make or not make distributions from the principal and/or income of the trust property for the special needs of the Beneficiary, as specified herein.

8.2 Intent of Settlers Regarding Distributions.

It is the intent of the Settlers that the trust property, including all principal, interest and income, shall be used solely for the special needs of the Beneficiary, and as otherwise specified herein. The special needs of the Beneficiary shall be any item(s) or service(s) that enhance(s) or improve(s) the quality of life of the Beneficiary, subject to further limitation, or expansion, by law and further subject to the limitations of the trust herein.

8.3 Duration of Trust.

It is the intent of the Settlers that the trust property, including all principal, interest and income, income need not last for the entire lifetime of the Beneficiary, and that the trust property should not be managed or administered in such a manner.

8.4 Consideration of Public/Governmental Benefits.

In conjunction with Section 1.4, it is the intent of the Settlers to maintain the maximum level of public/governmental benefits and/or programs for the Beneficiary. As such, before any distribution of trust property can be made, the Trustees must take into consideration any public/governmental benefits and/or programs that may be available to the Beneficiary and shall give consideration as to whether or not such distribution would affect the Beneficiary's past, current or future eligibility for such public/governmental benefits and/or programs.

8.5 Relation to Disability.

Before any distribution of trust property can be made the Trustees must take into consideration how such distribution relates to the Beneficiary's disability and give consideration to whether or not such distribution would enhance or improve the quality of life of the Beneficiary.

8.6 Compensation of Trustees.

The Trustees may be compensated from the trust property on a regular basis for services rendered to or for the trust and/or to or for the Beneficiary. Compensation shall be limited to actual costs, including prevailing IRS mileage rates at the time incurred, and reasonable hourly rates for other services actually rendered. For corporate Co-Trustees, if any, compensation shall be limited to the then existing fee schedule, as applicable.

ARTICLE IX. DUTIES OF TRUSTEES

9.1 General Trust Administration.

The Trustees shall be responsible to administer this trust for the benefit of the Beneficiary.

The Trustees shall meet from time to time, at a minimum of once annually, with the Beneficiary, to discuss and determine a management strategy, taking into account the purposes and contents of this trust, that is agreeable to all parties.

9.2 Determination of Allocation of Income.

The Trustees shall determine what is considered income and what is considered principal of the trust property.

9.3 Determination of Costs.

The Trustees shall determine all costs, expenses, taxes and charges in any form against the trust property as well as whether to allocate them against principal, interest or income of the trust property.

9.4 Reporting Requirements.

As required by applicable law, the Trustees are or may be required to submit notice of any/all changes in parties and/or amendments to this trust, applicable disbursements from and actual termination of this trust to the following:

- A. The Berks County Assistance Office of the Commonwealth of Pennsylvania's Department of Public Welfare.
- B. Office of General Counsel Commonwealth of Pennsylvania Department of Public Welfare

801 Market Street
Suite 5055
Philadelphia, PA 19107

- C. The Social Security Administration office for Berks County, Pennsylvania
- D. SSI Program Support Team
Attention: Team Leader
Mid-Atlantic Program Service Center
3rd and Spring Garden Streets
Philadelphia, PA 19101
- E. The Special Needs Trust Depository
Attention: Manager, TPL Section
P.O. Box 8486
Harrisburg, PA 17105-8486
- F. The Clerk of Orphans' Court of the Court of Common Pleas of Berks County, Pennsylvania
- G. [REDACTED] (Trustee- or her Successor/Remainderman)
- H. [REDACTED] (Trustee- or his Successor/Remainderman)
- I. [REDACTED] (Beneficiary)
- J. [REDACTED] (Remainderman)
- K. [REDACTED] (Successor Trustee)
- L. [REDACTED] (Successor Trustee)

The Trustees should only provide information to any other public/governmental agency or other entity administering public/governmental benefits or programs upon written request, or as otherwise required by law.

The Trustees shall submit to the Beneficiary, or the Beneficiary's legal representative, any and all requested documentation upon written request.

9.5 Limitation of Trustees Liability.

No Trustees under this trust shall be held liable, at any time, for any act or failure to act, or any act or failure to act of an agent or any other person or entity in connection with the administration of this trust or the trust property, unless caused by a Trustee's gross negligence or a willful act in breach of trust.

9.6 Successor Trustees.

If any named Trustee is unable or unwilling to serve, the then remaining Trustee, or Trustees as applicable, may call upon the named Successor Trustee(s) to serve as Co-Trustee with the remaining Trustee(s).

The Successor Trustee(s) shall assume all powers and duties of a Trustee under this trust.

9.7 No Bond Required.

No bond shall be required of the original Trustees or original Successor Trustee, however, bond may be required of any corporate non-profit co-trustee as the parties see fit, or as required by applicable law.

ARTICLE X. TERMINATION OF THE TRUST AND FINAL DISTRIBUTION OF TRUST PROPERTY

10.1 Termination Events.

This Trust shall terminate upon the occurrence of any one of the following conditions:

- A. The death of the Beneficiary.
- B. By order of a court of competent jurisdiction.
- C. By determination of the Trustees that it is impractical to continue to administer this trust;
 - 1. Because the principal, income and interest have been depleted to a minimal amount (under \$2000.00) with no reasonable expectation of future additions to the trust property; or
 - 2. Because the trust can no longer meet the Beneficiary's special needs; or
 - 3. Because to continue to do so would jeopardize the Beneficiary's current and/or future public/governmental benefits; or
 - 4. Because to do so would violate the terms of this trust.

10.2 Final Distribution of Trust Property.

Upon the termination of the trust, the Trustee shall:

- A. Notify the Commonwealth of Pennsylvania and any applicable Medicaid agency from any other state and shall reimburse the Commonwealth of Pennsylvania, and any applicable Medicaid agency from any other state, for any valid lien for medical assistance or other valid lien for eligible

benefits received by the Beneficiary, but only to the extent required by then existing law, from the then remaining trust property. If there are liens from multiple states and the amount remaining is insufficient to pay back each state in its entirety, the amount remaining shall be prorated between the states proportionate to the amount of the liens in question.

After making any payback required in Section 10.2 A. above, Trustee shall:

B. Distribute the remaining trust property to the Beneficiary, if living.

If the Beneficiary is deceased and no distribution is made per Section 10.2 B. above, the Trustee shall:

1. The entire remaining property, in equal shares, to Remainderman A., in equal shares, per stirpes. Should there be no Remainderman A., then all to Remainderman B. and C. in equal shares, or, all to the survivor of them. If Remainderman B. and C. predecease the termination of this trust, the all to Remainderman D. per stirpes. If Remainderman D. predeceases the termination of this trust leaving no issue, then to [REDACTED] in equal shares per stirpes.
2. Should any Remainderman or subsequent remainder beneficiary be a minor, disabled or incapacitated at the date of the termination of this trust, the Trustee(s), in their sole absolute discretion, may place that persons share in trust, including a special needs trust, for the benefit of that person. The terms of such trust to be decided by the Trustee(s) with the exception that all special needs trusts shall be supplemental in nature and not contain or require a payback provision.
3. Should any Remainderman or subsequent beneficiary be age 65 or older, at the date of the termination of this trust, and be receiving Medicaid benefits in any form and such distribution would jeopardize such Medicaid benefits, the Trustees, in their sole absolute discretion, may choose to treat that Remainderman or subsequent beneficiary as having predeceased the Beneficiary of this trust and distribute that Remainderman's or subsequent beneficiary's share to the next applicable Remainderman or subsequent beneficiary.
4. Should any Trustee, or Successor Trustee acting in the capacity of a Trustee, be a Remainderman or subsequent beneficiary under this trust upon the date of termination of this trust and eligible to take a share as a Remainderman or subsequent beneficiary, and such person, in their role as Trustee, should choose to place their share in a special needs trust, or should choose to be treated as having predeceased the Beneficiary of this trust, said decision by the Trustee, or Successor Trustee acting in the capacity of a Trustee, shall not constitute a renunciation, under Medicaid generally and specifically, by the Remainderman or subsequent beneficiary.
5. It is the intent of the Settlers that disbursement of the remaining funds

in this trust upon the termination of the trust not affect any Remainderman's or subsequent beneficiary's eligibility for or receipt of public/governmental benefits such as those referenced in Section 1.4 herein.

10.3 Outside Review and/or Approval Not Required.

Any decision to terminate this trust and the actual termination of this trust, under the terms specified herein, shall not require the approval of any non party or court to be valid.

ARTICLE XI. OTHER CONDITIONS UPON THE TRUST

11.1 Trust Situs.

The situs of this trust shall always be Pennsylvania.

11.2 Applicable Law.

Any matters related to this trust, either directly or indirectly, shall be governed by the laws of Pennsylvania.

11.3 Spendthrift Provision.

The interests, if any, of the Beneficiary in the trust property, including any Principal, interest or income, shall not be subject to the claims of their creditors, or the creditors of others, including creditors of any spouse of a married Beneficiary, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

11.4 Copies of the Trust Document.

To the same extent as if it were an original, any person or entity may rely upon a copy of this trust, certified by a notary public to be a true copy of this trust.

11.5 Changes in Parties to Trust to be Recorded.

In the interests of maintaining a complete record, all changes in parties to the trust shall be recorded as required in Section 12.2.

11.6 Non-Judicial Settlements.

Parties may make use of non-judicial settlements to resolve matters not otherwise provided for or specified herein. All non-judicial settlements shall be in the form of amendments and shall be recorded as required in Section 12.2. Court approval shall not be required of any non-judicial settlement.

ARTICLE XII. AMENDMENTS TO THE TRUST

12.1 Limitations.

This trust shall not be amended except as provided herein, or by order of a court of competent jurisdiction, subject to the condition that any alteration or amendment that is likely to result in, or does result in, a change in the special needs status of this trust may be subject to rescission or modification so as to retain the special needs nature of this trust.

12.2 Amendments to Trust to be Recorded.

In the interest of maintaining a complete record, all amendments to the trust shall be recorded, in writing, and added to this trust document. Amendments to the trust shall have full affect and be considered part of the original trust document.

ARTICLE XIII. AGREEMENT TO TRUST

13.1 Settlor's Agreement to Trust.

The Settlor, by signing below at Section 13.5, are acknowledging agreement with all terms and conditions specified herein and agree to abide by said terms and conditions, while fulfilling the Settlor's role in the management and administration of the trust.

13.2 Trustee's Agreement to Trust.

The Trustees, by signing below at Section 13.5, are acknowledging agreement with all terms and conditions specified herein and agree to abide by said terms and conditions, while fulfilling the Trustee's role in the management and administration of the trust.

13.3 Counterparts.

This Trust Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Trust Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other.

13.4 Date of Creation.

This trust shall be construed as having been created on this

19 day of January, 2015.

13.5 Party Signatures.

Settlor:

[Redacted Signature]

Witness:

[Redacted Signature]

Settlor:

[Redacted Signature]

Witness:

[Redacted Signature]

Trustee:

[Redacted Signature]

Witness:

[Redacted Signature]

Trustee:

[Redacted Signature]

Witness:

[Redacted Signature]

Schedule A.

The sum of \$20.00.



January 19, 2016

BRADLEY LAW LLC
PATRICK J BRADLEY ESQUIRE
P O BOX 26587
COLLEGEVILLE PA 19426

Re: Dakota Moyer (minor)
CIS #: 120334730
Incident Date: 01/19/2015

Dear Attorney Bradley:

The Department of Human Services' Special Needs Trust (SNT) Depository has received the Dakota Moyer Special Needs Trust. In accordance with 62 P.S. §1414(b)(4), before this trust can be accepted and processed by the Special Needs Trust Depository, it must be reviewed and approved by the Department's Office of General Counsel.

If you have already received a trust approval letter from the Office of General Counsel, please forward a copy of that letter to me. If not, you must submit the trust for approval to the following address: Special Needs Trust Review, Department of Human Services, Office of General Counsel, Ste 6092, 801 Market St, Philadelphia, PA 19107. **Failure to provide the Special Needs Trust Depository with the trust approval letter from the Office of General Counsel may result in the termination of the trust beneficiary's Medical Assistance benefits.**

Once an approval letter has been received from the Office of General Counsel, you must forward a copy of the letter and a fully executed copy of the trust to the Special Needs Trust Depository. You must also send a copy of the fully-executed trust to the trust beneficiary's local County Assistance Office (CAO). Please also provide to the Special Needs Trust Depository the Social Security Number of the disabled trust beneficiary, the current balance of the trust, and the source of the funding of the trust.

If you have any questions, please contact the SNT Depository at (717)772-6249. Thank you for your cooperation with the Department.

Sincerely,

A handwritten signature in black ink that reads "Donna N. Brown".

Donna N. Brown
TPL Program Investigator
717-772-6606
717-772-6553 FAX

BRADLEY LAW, LLC
YOUR SPECIAL NEEDS SOURCE IN PENNSYLVANIA

facsimile transmittal

To: **Leslie Oakes, Esq.**
or
Mark Newell, Esq.

Fax: **215-560-5554**

Office of General Counsel
801 Market Street
Suite 5055
Philadelphia, PA 19107
215-560-2192 p
215-560-5554 f

From: **Patrick J. Bradley**

Date: **2/5/2016**

Re: **DAKOTA MOYER (minor)**
CIS # 120334730
INCIDENT DATE: 1/19/2015

Pages: **3** (including cover page)

Cc: **N/A**

- Urgent
- For review
- Please comment
- Please reply
- Please recycle

Ms. Oakes/Mr. Newell,
For your review and consideration.
Patrick J. Bradley

confidential

OFFICE ADDRESS:

(PLEASE REPLY TO MAILING ADDRESS)

MAILING ADDRESS:

BRADLEY LAW LLC
3801 GERMANTOWN PIKE, SUITE 201 C
COLLEGEVILLE, PA 19426

(484) 902-0123 PHONE
(484) 902-0120 FAX
PBRADLEY@BRADLEYLAWLLC.COM

BRADLEY LAW LLC
P.O. BOX 26587
COLLEGEVILLE, PA 19426

BRADLEY LAW, LLC
YOUR SPECIAL NEEDS SOURCE IN PENNSYLVANIA

February 5, 2016

SENT BY FACSIMILE ONLY TO 215-560-5554

Leslie Oakes, Esq. or
Mark Newell, Esq.
Office of General Counsel
801 Market Street
Suite 5055
Philadelphia, PA 19107
215-560-2192 p
215-560-5554 f

RE: DAKOTA MOYER (minor)
CIS # 120334730
INCIDENT DATE: 1/19/2015

Dear Ms. Oakes/Mr. Newell,

Attached please find a copy of a letter our office received from Ms. Brown at Division of Third Party Liability seeking the review letter from your office regarding the payback trust submitted to your office for review for the individual referenced above.

THIS IS AN UNFUNDED TRUST. NO LAWSUIT/LIEN INVOLVED.

As of today we have not received a review letter from your office. I understand your office has a large backlog of these trust documents and a review of each document takes time. It is also my understanding that your office, as a matter of process, carbon copies the TPL section on all review letters when completed.

As both my office and the TPL office will be notified upon the completion of the review, I wait to hear back from your offices on this matter at that time.

If you have any questions please do not hesitate to contact me.

Sincerely,


PATRICK J. BRADLEY

ATTACHMENT: TPL Letter

CC: Ms. Brown (by fax only)
File

OFFICE ADDRESS:

BRADLEY LAW LLC
3801 GERMANTOWN PIKE, SUITE 201 C
COLLEGEVILLE, PA 19426

(PLEASE REPLY TO MAILING ADDRESS)

(484) 902-0123 PHONE
(484) 902-0120 FAX
PBRADLEY@BRADLEYLAWLLC.COM

MAILING ADDRESS:

BRADLEY LAW LLC
P.O. BOX 26587
COLLEGEVILLE, PA 19426

Bradley Law, LLC

Your Special Needs Source In Pennsylvania

OCT 15 2015

October 12, 2015

Leslie Oakes, Esq.
Office of General Counsel
801 Market Street
Suite 5055
Philadelphia, PA 19107

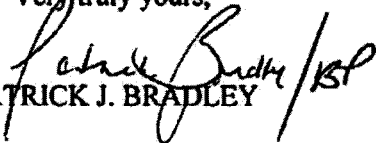
**RE: ANNE KOZLOWSKI SPECIAL NEEDS TRUST
(OBRA 93/PAYBACK)
SSN**

Dear Ms. Oakes,

Attached for your review is a special needs trust drafted for the benefit of ANNE KOZLOWSKI an adult with disabilities. ANNE KOZLOWSKI is currently an SSDI/SSI and or Medicaid recipient.

If you have any questions or concerns about the trust please do not hesitate to contact our office.

Very truly yours,


PATRICK J. BRADLEY

Attachment

cc: M. Stokes -- SSA Regional Office
Supervisor -- SSA Office - Limerick
Supervisor -DPW Montco. Co. Assistance Office
Supervisor- Third Party Liability Section Harrisburg
Trustee
FILE

— Exhibit S —

Office Address:

Bradley Law LLC
3801 Germantown Pike, Suite 201 C
Collegeville, PA 19426

(Please Reply To Mailing Address)

(484) 902-0123 phone
(484) 902-0120 fax
pbradley@bradleylawllc.com

Mailing Address:

Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

**Anne Kozlowski
Special Needs Trust
(OBRA93/Payback)**

ARTICLE I. CREATION OF THE TRUST

1.1 Declaration of Trust.

I, [REDACTED] (hereinafter referred to as the Settlor) give the property listed in Schedule A (attached), to Patrick J. Bradley (hereinafter referred to as the Trustee) to hold, in trust, for the benefit of Anne Kozłowski (hereinafter referred to as the Beneficiary), as specified herein.

1.2 Intent to Create a Trust.

The Settlor intends that this document create an irrevocable special needs trust for the benefit of the Beneficiary, as specified herein, during the Beneficiary's lifetime under and subject to 42 USC 1396p(d)(4), 62 PS 1414, and 55 Pa.Code 178.7(f)(1).

1.3 Intent to Make the Trust Irrevocable.

This trust shall be irrevocable and cannot be revoked or terminated by any party to the trust except as specified herein.

1.4 Intent to Make the Trust Supplemental.

This trust shall be supplemental in nature, that is, it shall supplement and not supplant any and all public/governmental benefits and/or programs available to the Beneficiary.

Public/governmental benefits and/or programs shall include, but are not limited to, Medicaid (MA) programs and benefits, including Waiver funding; Supplemental Security Income (SSI) benefits and programs; federal, state and local/county housing programs; other programs, services and/or funding as well as any other publicly or non-publicly funded services or supports provided by any federal, state or local agency or public or non-public entity.

1.5 Intent to Make the Trust Discretionary.

The Trustee shall have sole, absolute, unfettered and unrestricted discretion to make, or not make, distributions under this trust as specified herein.

1.6 Title of the Trust.

This trust shall be known as the Anne Kozłowski Special Needs Trust (OBRA93/Payback).

ARTICLE II. PARTIES TO THE TRUST

2.1 Settlor.

The Settlor, [REDACTED]
[REDACTED] is a resident of Pennsylvania.

2.2 Trustee.

The Trustee, Patrick J. Bradley, is a person experienced in managing special needs trusts. Patrick J. Bradley is a resident of Pennsylvania.

2.3 Beneficiary.

The Beneficiary, Anne Kozlowski, is [REDACTED] resident of Pennsylvania.

The Beneficiary is an adult with a disability; such disability having been established by county, state and/or federal agencies; the County Offices and affiliates, the County Assistance Office and/or the Social Security Administration.

The Beneficiary has been and is/may currently be the recipient of public/governmental benefits and programs. It is reasonably expected that the Beneficiary will need to continue utilizing public/governmental benefits and programs for the duration of the Beneficiary's lifetime due to the nature of the disability.

2.4 Remainderman.

The Remainderman under this trust are:

- A. The Issue of Anne Kozlowski (as a class).
- B. [REDACTED]
- C. [REDACTED]

2.5 Successor Trustee.

The Successor Trustee upon the death, resignation or incapacity of Patrick J. Bradley shall be [REDACTED]

The Trustee may call upon the Successor Trustee to serve as Co-Trustee along with them if they so desire.

ARTICLE III. TRUST PROPERTY

3.1 Initial Trust Property.

The property listed on Schedule A. (attached) shall serve as the initial trust property.

3.2 Source of the Trust Property.

The source of the trust property is money from the Settlor.

3.3 Limitation on the Initial Trust Property.

Neither the initial trust property, nor any interest or income generated by the initial trust property, shall be considered as an available asset or resource to the Beneficiary for any purposes generally and specifically for determining the Beneficiary's eligibility for any past, present and/or future public/governmental benefits and/or programs.

ARTICLE IV. ADDITIONS TO TRUST PROPERTY

4.1 Permitted Additions to Trust Property.

Any property or monies in any reasonable form that is deemed acceptable by the Trustee may be added to and become part of the trust property. All additions, outside of actual income or interest, shall be considered principal, and shall be added to the property as such.

4.2 Permitted Sources of Additions to the Trust Property.

Any person or entity shall be permitted to present property or monies to the Trustee for consideration for addition to the trust property, including the Beneficiary.

4.3 Limitations on Additions to the Trust Property.

No additions to the trust property, nor any interest or income generated by any additions to the trust property shall be considered as an available asset or resource to the Beneficiary for any purposes generally and specifically for determining the Beneficiary's eligibility for any past, present and/or future public/governmental benefits and/or programs.

No additions shall be permitted after the Beneficiary's 65th birthday unless permitted by then existing law.

ARTICLE V. POWERS OF THE SETTLOR

5.1 General Powers.

The Settlor shall have all the powers of a Settlor over a trust in Pennsylvania as well as any other powers necessary to assist with the orderly administration of this trust.

5.2 Limited Power to Appoint Successor Trustee(s).

The Settlor shall have the power to appoint a Successor Trustee or Successor Trustees only in the event that all the named Trustees and named Successor Trustees are otherwise unwilling or unable to perform or continue to perform as Trustee and no other Successor Trustee has been nominated or otherwise identified as specified herein. This right is not assignable and terminates upon the death or incapacity of the Settlor.

Written notice of appointment of a Successor Trustee must be provided to the

then existing Trustee and Successor Trustees, as applicable, to provide adequate opportunity to arrange for a smooth transition to the new appointee.

ARTICLE VI. POWERS OF THE TRUSTEE

6.1 Broad Powers.

The Trustee shall have all the powers of a Trustee over a trust in Pennsylvania as well as any other powers necessary, which shall include the power to hire any necessary professional or other services, including but not limited to any legal or case management services, to assist with the orderly administration of this trust.

This provision shall be construed broadly and shall not be limited in any capacity.

6.2 Total Discretion on Distributions.

The Trustee shall have sole, absolute, unfettered and unrestricted discretion to make or not make any distributions under this trust, as specified herein.

6.3 Power to Amend the Trust.

The Trustee shall have the power to amend the trust when it is necessary to ensure compliance with and conformance to applicable federal, state and local laws, regulations and procedures, as well the requirements of any governmental agency, as specified in the trust herein. Any such amendment shall not affect the irrevocable special needs nature of this trust.

6.4 Power to Designate a Corporate Fiduciary Co-Trustee.

The Trustee, in their sole absolute and unfettered discretion, shall have the power to amend the trust to include a corporate non-profit Co-Trustee, including, but not limited to, The Arc Community Trust of PA, Inc. or the Family Trust, Inc., for the purposes of assisting in the management of the trust. Said corporate non-profit Co-Trustee shall have the same powers and duties as a Trustee listed herein.

6.5 Power to Create an Irrevocable Burial Fund or Other Funeral Arrangements.

The Trustee may create an Irrevocable Burial Fund or other funeral arrangements, including, but not limited to, pre-paid arrangements, with funds from the trust property. This may also include the purchase of a plot and a marker.

Court approval shall not be required to create any such fund or arrangements so long as the total amount of such fund or arrangements does not exceed the then allowable Medicaid limits set by individual county assistance offices, or their successors.

ARTICLE VII. POWERS OF THE BENEFICIARY

7.1 Limitations.

The Beneficiary shall have no new powers created under this trust document, but shall retain all powers applicable under the law.

7.2 Special Needs Requests.

The Beneficiary, their legal guardian, their designee or support team members, may make special needs requests from time to time, or on a regular basis, to the Trustee. These requests are not binding on the Trustee and at all times shall be subject to the sole, absolute, unfettered and unrestricted discretion of the Trustee.

ARTICLE VIII. DISTRIBUTIONS FROM THE TRUST

8.1 Distributions Generally.

During the lifetime of the Beneficiary, the Trustee may, in their sole, absolute, unfettered and unrestricted discretion, and after considering Article VIII in its entirety, make or not make distributions from the principal and/or income of the trust property for the special needs of the Beneficiary, as specified herein.

8.2 Intent of Settlor Regarding Distributions.

It is the intent of the Settlor that the trust property, including all principal, interest and income, shall be used solely for the special needs of the Beneficiary, and as otherwise specified herein. The special needs of the Beneficiary shall be any item(s) or service(s) that enhance(s) or improve(s) the quality of life of the Beneficiary, subject to further limitation, or expansion, by law and further subject to the limitations of the trust herein.

8.3 Duration of Trust.

It is the intent of the Settlor that the trust property, including all principal, interest and income, need not last for the entire lifetime of the Beneficiary, and that the trust property should not be managed or administered in such a manner.

8.4 Consideration of Public/Governmental Benefits.

In conjunction with Section 1.4, it is the intent of the Settlor to maintain the maximum level of public/governmental benefits and/or programs for the Beneficiary. As such, before any distribution of trust property can be made, the Trustee must take into consideration any public/governmental benefits and/or programs that may be available to the Beneficiary and shall give consideration as to whether or not such distribution would affect the Beneficiary's past, current or future eligibility for such public/governmental benefits and/or programs.

8.5 Relation to Disability.

Before any distribution of trust property can be made the Trustee must take into consideration how such distribution relates to the Beneficiary's disability and give consideration to whether or not such distribution would enhance or improve the quality of life of the Beneficiary.

8.6 Compensation of Trustee.

The Trustee may be compensated from the trust property on a regular basis for services rendered to or for the trust and/or to or for the Beneficiary. Compensation shall be limited to actual costs, including prevailing IRS mileage rates at the time incurred, and reasonable hourly rates for other services actually rendered. For a corporate Co-Trustee, if any, compensation shall be limited to the then existing fee schedule, as applicable.

ARTICLE IX. DUTIES OF TRUSTEE

9.1 General Trust Administration.

The Trustee shall be responsible to administer this trust for the benefit of the Beneficiary.

The Trustee shall meet from time to time, at a minimum of once annually, with the Beneficiary, to discuss and determine a management strategy, taking into account the purposes and contents of this trust, that is agreeable to all parties.

9.2 Determination of Allocation of Income.

The Trustee shall determine what is considered income and what is considered principal of the trust property.

9.3 Determination of Costs.

The Trustee shall determine all costs, expenses, taxes and charges in any form against the trust property as well as whether to allocate them against principal, interest or income of the trust property.

9.4 Reporting Requirements.

As required by applicable law, the Trustee is or may be required to submit notice of any/all changes in parties and/or amendments to this trust, applicable disbursements from and actual termination of this trust to the following:

- A. The local County Assistance Office of the Commonwealth of Pennsylvania's Department of Public Welfare.
- B. Office of General Counsel
Commonwealth of Pennsylvania
Department of Public Welfare

801 Market Street
Suite 5055
Philadelphia, PA 19107

- C. The local Social Security Administration office.
- D. SSI Program Support Team
Attention: Team Leader
Mid-Atlantic Program Service Center
3rd and Spring Garden Streets
Philadelphia, PA 19101
- E. The Special Needs Trust Depository
Attention: Manager, TPL Section
P.O. Box 8486
Harrisburg, PA 17105-8486
- F. The Clerk of Orphans' Court of the
County of residence of the Beneficiary.
- G. Anne Kozlowski (Beneficiary)
- H. [REDACTED]
- I. Patrick J. Bradley (Trustee/ or his Successor)
- J. [REDACTED]

The Trustee should only provide information to any other public/governmental agency or other entity administering public/governmental benefits or programs upon written request, or as otherwise required by law.

The Trustee shall submit to the Beneficiary, or the Beneficiary's legal representative, any and all requested documentation upon written request.

9.5 Limitation of Trustee Liability.

No Trustee under this trust shall be held liable, at any time, for any act or failure to act, or any act or failure to act of an agent or any other person or entity in connection with the administration of this trust or the trust property, unless caused by a Trustee's gross negligence or a willful act in breach of trust.

9.6 Successor Trustee.

If the named Trustee is unable or unwilling to serve, the named Successor Trustee shall serve as Trustee.

Each Successor Trustee shall assume all powers and duties of a Trustee under this trust.

9.7 No Bond Required.

No bond shall be required of the original Trustee or original Successor Trustee, however, bond may be required of any corporate non-profit co-trustee as the parties see fit, or as required by applicable law.

**ARTICLE X. TERMINATION OF THE TRUST AND
FINAL DISTRIBUTION OF TRUST PROPERTY**

10.1 Termination Events.

This Trust shall terminate upon the occurrence of any one of the following conditions:

- A. The death of the Beneficiary.
- B. By order of a court of competent jurisdiction.
- C. By determination of the Trustee that it is impractical to continue to administer this trust;
 - 1. Because the principal, income and interest have been depleted to a minimal amount (under \$2000.00) with no reasonable expectation of future additions to the trust property; or
 - 2. Because the trust can no longer meet the Beneficiary's special needs;
or
 - 3. Because to continue to do so would jeopardize the Beneficiary's current and/or future public/governmental benefits; or
 - 4. Because to do so would violate the terms of this trust.

10.2 Final Distribution of Trust Property.

Upon the termination of the trust, the Trustees shall:

- A. Notify the Commonwealth of Pennsylvania and any applicable Medicaid agency from any other state and shall reimburse the Commonwealth of Pennsylvania, and any applicable Medicaid agency from any other state, for any valid lien for medical assistance or other valid lien for eligible benefits received by the Beneficiary, but only to the extent required by then existing law, from the then remaining trust property. If there are liens from multiple states and the amount remaining is insufficient to pay back each state in its entirety, the amount remaining shall be prorated between the states proportionate to the amount of the liens in question.

After making any payback required in Section 10.2 A. above, Trustees shall:

- B. Distribute the remaining trust property to the Beneficiary, if living.

If the Beneficiary is deceased and no distribution is made per Section 10.2 B. above, the Trustees shall:

- C. Distribute the remaining trust property to the Remainderman identified in Section 2.4 as specified below:
1. The entire remaining property, in equal shares, to Remainderman A., Should there be no Remainder A., or should all of Remainderman A., predecease the termination of this trust, then all to Remainderman B. Should Remainderman B. predecease the termination of this trust, the all to Remainderman C., per stirpes. In the event some portion of the trust property does not vest in any Remainderman or their issue, as specified herein, then that portion shall go to the intestate heirs of the Beneficiary of this trust, in equal shares, per stirpes.
 2. Should any Remainderman or subsequent remainder beneficiary be a minor, disabled or incapacitated at the date of the termination of this trust, the Trustee, in their sole absolute discretion, may place that persons share in trust, including a special needs trust, for the benefit of that person. The terms of such trust to be decided by the Trustee with the exception that all special needs trusts shall be supplemental in nature and not contain or require a payback provision.
 3. Should any Remainderman or subsequent beneficiary be age 65 or older, at the date of the termination of this trust, and be receiving Medicaid benefits in any form and such distribution would jeopardize such Medicaid benefits, the Trustee, in their sole absolute discretion, may choose to treat that Remainderman or subsequent beneficiary as having predeceased the Beneficiary of this trust and distribute that Remainderman's or subsequent beneficiary's share to the next applicable Remainderman or subsequent beneficiary.
 4. Should any Trustee, or Successor Trustee acting in the capacity of a Trustee, be a Remainderman or subsequent beneficiary under this trust upon the date of termination of this trust and eligible to take a share as a Remainderman or subsequent beneficiary, and such person, in their role as Trustee, should choose to place their share in a special needs trust, or should choose to be treated as having predeceased the Beneficiary of this trust, said decision by the Trustee, or Successor Trustee acting in the capacity of a Trustee, shall not constitute a renunciation, under Medicaid generally and specifically, by the Remainderman or subsequent beneficiary.
 5. It is the intent of the Settlor that disbursement of the remaining funds in this trust upon the termination of the trust not affect any Remainderman's or subsequent beneficiary's eligibility for or receipt of public/governmental benefits such as those referenced in Section 1.4 herein.

10.3 Outside Review and/or Approval Not Required.

Any decision to terminate this trust and the actual termination of this trust, under the terms specified herein, shall not require the approval of any non party or court to be valid, however, any applicable notice requirements shall be adhered to as appropriate.

ARTICLE XI. OTHER CONDITIONS UPON THE TRUST

11.1 Trust Situs.

The situs of this trust shall always be Pennsylvania.

11.2 Applicable Law.

Any matters related to this trust, either directly or indirectly, shall be governed by the laws of Pennsylvania.

11.3 Spendthrift Provision.

The interests, if any, of the Beneficiary in the trust property, including any principal, interest or income, shall not be subject to the claims of their creditors, or the creditors of others, including creditors of any spouse of a married Beneficiary, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

11.4 Copies of the Trust Document.

To the same extent as if it were an original, any person or entity may rely upon a copy of this trust, certified by a notary public to be a true copy of this trust.

11.5 Changes in Parties to Trust to be Recorded.

In the interests of maintaining a complete record, all changes in parties to the trust shall be recorded as required in Section 12.2.

11.6 Non-Judicial Settlements.

Parties may make use of non-judicial settlements to resolve matters not otherwise provided for or specified herein. All non-judicial settlements shall be in the form of amendments and shall be recorded as required in Section 12.2. Court approval shall not be required of any non-judicial settlement.

ARTICLE XII. AMENDMENTS TO THE TRUST

12.1 Limitations.

This trust shall not be amended except as provided herein, or by order of a court of competent jurisdiction, subject to the condition that any alteration or amendment that is likely to result in, or does result in, a change in the special needs status of this trust may be subject to rescission or modification so as to retain the special needs nature of this trust.

**Please sign and/or date and
return to Bradley Law LLC**

12.2 Amendments to Trust to be Recorded.

In the interest of maintaining a complete record, all amendments to the trust shall be recorded, in writing, and added to this trust document. Amendments to the trust shall have full effect and be considered part of the original trust document.

ARTICLE XIII. AGREEMENT TO TRUST

13.1 Settlor's Agreement to Trust.

The Settlor, by signing below at Section 13.5, is acknowledging agreement with all terms and conditions specified herein and agree to abide by said terms and conditions, while fulfilling the Settlor's role in the management and administration of the trust.

13.2 Trustee's Agreement to Trust.

The Trustee, by signing below at Section 13.5, is acknowledging agreement with all terms and conditions specified herein and agree to abide by said terms and conditions, while fulfilling the Trustee's role in the management and administration of the trust.



13.3 Counterparts.

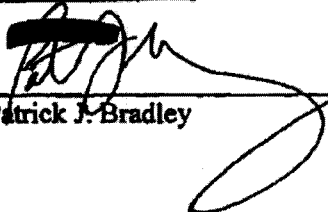
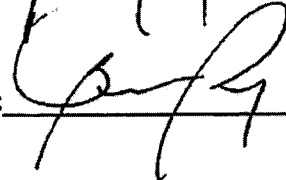
This Trust Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Trust Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other.

13.4 Date of Creation.

This trust shall be construed as having been originally created the 2nd day of October, 2015.

13.5 Party Signatures.

Settlor:  Witness: 

Trustee:  Witness: 
Patrick J. Bradley

Schedule A.

The sum of \$20.00.

SPECIAL NEEDS TRUST QUESTIONNAIRE

Beneficiary: Anne Kozlowski

Beneficiary's Social Security number. [REDACTED]

Beneficiary's date of birth. [REDACTED]

What is the source of the funds that have been or will be used to fund this trust:
Personal Injury Inheritance Other If other, please specify:
funds from beneficiary

Date of personal injury, distribution of inheritance, or other applicable date that resulted in the funding of the trust.
N/A - part of normal estate planning

Has this Special Needs Trust been approved by the Department's Office of General Counsel? Yes or No Pending

Date the trust was funded. October 2, 2015

Amount placed in the trust. [REDACTED]

Please provide the name, address and telephone number of the Trustee.

Name: Patrick Bradley

Address: 3801 Germantown Pike suite 201C
Collegeville PA 19426

Telephone Number: 484-902-0123

Please supply the name, address, and telephone number of the attorney or firm who was retained for the personal injury case, estate case or other matter:

Name: Patrick Bradley, Esquire

Address: Bradley Law LLC Bradley Law LLC
3801 Germantown Pike, Suite 201 P.O. Box 26587
Collegeville, PA 19426 Collegeville, PA 19426

Telephone Number: 484-902-0123 (Phone)
484-902-0120 (Fax)

SPECIAL NEEDS TRUST QUESTIONNAIRE (cont'd)

Beneficiary: Anne Kozlowski

Please supply the name, address and telephone number of the attorney or firm who drafted the trust, if different than the name and address on the cover letter.

Name: _____

BRADLEY LAW L.L.C.

Address: _____

P.O. BOX 28587

COLLEGEVILLE, PA 19426

Telephone Number: _____

Please supply any other pertinent information below:

initially funded by mom with \$20.00



November 20, 2015

BRADLEY LAW LLC
PATRICK J BRADLEY ESQUIRE
P O BOX 26587
COLLEGEVILLE PA 19426

Re: Anne Kozlowski
CIS #: 480103923
Incident Date: 10/02/2015

Dear Attorney:

The Department of Human Services' Special Needs Trust (SNT) Depository has received the Anne Kozlowski Special Needs Trust. In accordance with 62 P.S. 51414(b)(4), before this trust can be accepted and processed by the Special Needs Trust Depository, it must be reviewed and approved by the Department's Office of General Counsel.

If you have already received a trust approval letter from the Office of General Counsel, please forward a copy of that letter to me. If not, you must submit the trust for approval to the following address: Special Needs Trust Review, Department of Human Services, Office of General Counsel, Ste 6092, 801 Market St, Philadelphia, PA 19107. Failure to provide the Special Needs Trust Depository with the trust approval letter from the Office of General Counsel may result in the termination of the trust beneficiary's Medical Assistance benefits.

Once an approval letter has been received from the Office of General Counsel, you must forward a copy of the letter and a fully executed copy of the trust to the Special Needs Trust Depository. You must also send a copy of the fully-executed trust to the trust beneficiary's local County Assistance Office (CAO). Please also provide to the Special Needs Trust Depository the Social Security Number of the disabled trust beneficiary, the current balance of the trust, and the source of the funding of the trust.

If you have any questions, please contact the SNT Depository at (717)772-6249. Thank you for your cooperation with the Department.

Sincerely,

Hilary Holmes
TPL Program Investigator
717-772-6706
717-772-6553 FAX

Bradley Law, LLC
Your Special Needs Source In Pennsylvania

facsimile transmittal

To: **Leslie Oakes, Esq.**
or
Mark Nowell, Esq.

Fax: **215-560-5554**

Office of General Counsel
801 Market Street
Suite 5055
Philadelphia, PA 19107
215-560-2192 p
215-560-5554 f

From: **Patrick J. Bradley**

Date: **2/4/2016**

Re: **Ann Kozlowski**
CIS # 480103923
Incident Date 10/02/2015

Pages: _____ (including cover page)

Cc: **N/A**

Urgent For review Please comment Please reply Please recycle

Ms. Oakes/Mr. Nowell,
For your review and consideration.
Patrick J. Bradley

confidential

Exhibit U

Office Address:

Bradley Law LLC
3801 Germantown Pike, Suite 201 C
Collingsville, PA 19026

(Please Reply To Mailing Address)

(484) 902-0123 phone
(484) 902-0120 fax
nbradlev@bradleylawllc.com

Mailing Address:

Bradley Law LLC
P.O. Box 26587
Collingsville, PA 19026

Bradley Law, LLC
Your Special Needs Source In Pennsylvania

February 4, 2016

SENT BY FACSIMILE ONLY TO 215-560-5554

Leslie Oakes, Esq. or
Mark Newell, Esq.
Office of General Counsel
801 Market Street
Suite 5055
Philadelphia, PA 19107
215-560-2192 p
215-560-5554 f

**RE: Anne Kozlowski
CIS # 480103923
INCIDENT DATE: 10/02/2015**

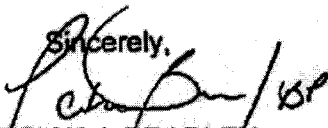
Dear Ms. Oakes/ Mr. Newell,

Attached please find a copy of a letter our office received from Ms. Holmes at Division of Third Party Liability seeking the review letter from your office regarding the payback trust submitted to your office for review for the individual referenced above.

As of today we have not received a review letter from your office. I understand your office has a large backlog of these trust documents and a review of each document takes time. It is also my understanding that your office, as a matter of process, carbon copies the TPL section on all review letters when completed.

As both my office and the TPL office will be notified upon the completion of the review, I wait to hear back from your offices on this matter at that time.

If you have any questions please do not hesitate to contact me.

Sincerely,

PATRICK J. BRADLEY

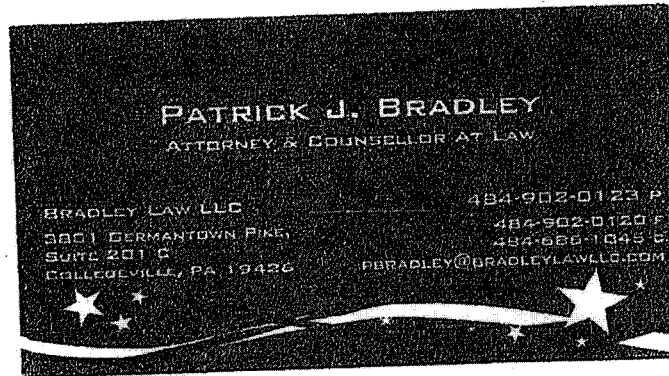
ATTACHMENT: TPL Letter

**CC: Ms. Holmes (by fax only)
File**

Office Address:
Bradley Law LLC
3801 Chestnut Pike, Suite 201 C
Collegedale, PA 19426

(Please Reply To Mailing Address)
(484) 902-0123 phone
(484) 902-0120 fax
obradley@bradleylawllc.com

Mailing Address:
Bradley Law LLC
P.O. Box 20587
Collegedale, PA 19426



November 24, 2015

James B. Crownover
171 Mercer St.
Somerville, NJ 08876

*I did not agree
to him paid
him to prepare deed.*

RE: ENGAGEMENT/ RETAINER AGREEMENT

Dear Mr. Crownover,

The Rules of Professional Conduct for attorneys in Pennsylvania require that we enter into a written agreement describing the basis upon which you will be charged for professional services performed by our firm. This letter and agreement sets for the terms and conditions upon which Bradley Law LLC will perform legal services for you in connection with the matters discussed below. In addition, because you are a new client of our firm, I thought it would be helpful to confirm the scope of engagement and to provide you with a general overview of our billing procedures. We are pleased with your decision to engage Bradley Law LLC to represent you and we look forward to working with you.

I Paid him for deed
Scope of Engagement

I understand from our recent discussion that your objectives are as follows:

1. Assist you in drafting a deed to transfer property from you to your son.
2. Assist you in registering the deed with the Recorder of Deeds in Huntingdon County, Pennsylvania.
3. Other matters as requested by you and agreed to between you and our office in writing.

Although it is always difficult at the outset of representation of a client to describe with precision what will be involved, it is our understanding that we will provide all legal services reasonably required in connection with the matters described above.

If the scope of our services is enlarged beyond that described above and if we determine that a fee arrangement different from that described in this letter would be appropriate, we will reach agreement with you on a separate fee arrangement for the additional work.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

Fees, Disbursements and Other Expenses-Staffing

Legal work varies greatly. Although we are often engaged by our clients to perform specific and limited tasks, our primary role as legal advisors is to offer our knowledge, experience and

OFFICE ADDRESS:

(PLEASE REPLY TO MAILING ADDRESS)

MAILING ADDRESS:

BRADLEY LAW LLC
3801 GERMANTOWN PIKE, SUITE 201 C
COLLEGEVILLE, PA 19426

(484) 902-0123 PHONE
(484) 902-0120 FAX

BRADLEY@BRADLEYLAWLLC.COM

BRADLEY LAW LLC
P.O. BOX 26587
COLLEGEVILLE, PA 19426

independent judgment. Recognizing this, our focus in charging for services is to arrive at a fee that is fair and appropriate considering all the circumstances.

Among the factors that we consider in establishing a fee are the following: the time (measured in tenths of an hour) devoted to a particular matter and the lawyers and paralegals who worked on that matter; the nature and complexity of the work performed; the expertise required to perform that work; the novelty and difficulty of the legal issues presented; the extent to which the urgency of the matter preempted other work; the extent to which the matter required special allocation of firm resources and staff overtime; the result obtained; and the amount typically charged by comparable firms for the same or similar work.

For the present, I will be principally involved in these matters. The fees for each service are:

1. The FLAT FEE for drafting the deed document is \$375.00 total.
2. The COSTS for the executing and filing of the deed are anticipated to be \$152.15.
 - a. If you will not be signing in the office - mailing the deed to your home to have you sign (in front of a notary) and return to my office is:

\$5.05 Priority Mail to you.

* Return postage to my office to be paid by you.

- b. Filing with the Recorder of Deeds of Huntingdon County, Pennsylvania:

\$94.00 (aprox) filing fee/recording fee.

\$40.00 (aprox) UPI Number x two properties (both on same deed).

\$5.05 Postage by Priority Mail to Recorder of Deeds.

\$3.00 Return postage from Recorder of Deeds to my office.

\$5.05 Postage by Priority Mail to your home.

THE FLAT FEES AND COSTS LISTED ABOVE ARE NON- REFUNDABLE AND MUST BE PAID IN ADVANCE OF ANY WORK BEING COMPLETED.

Anticipated Other Expenses/Costs/Fees

As this matter involves a flat fee, an hourly fee is only applicable in the event that unknown and/or unforeseen circumstances arise which must be handled during and/or after the initial matter(s) or in the event that legal services are terminated by either party to this contract before completion of the matter at hand. My currently hourly billing rate is \$245.00 for legal services. You should understand that Bradley Law LLC operates as a firm—a client who retains a particular lawyer in fact retains the entire firm and has at their disposal all of the expertise and resources that the firm can bring to bear upon their legal problem. Therefore, the lawyer who serves as your principal contact at the firm may seek assistance from or assign primary responsibilities for a project to another lawyer who has experience in the particular area involved and who is for that very reason in a position to do the work as efficiently as possible. In assigning work within the firm, we strive to achieve the most efficient mix of seniority and expertise, with the goal of providing effective representation to our clients on an economical and cost efficient basis.

You authorize us to incur all reasonable costs and to retain any investigators, consultants, or experts necessary in our judgment, with your input, advice, and consent, to pursue your claims.

Initial Payments/ Future Payments/Billing

As a matter of firm policy, for all flat fee matters, we require all legal fees and costs to be paid in full in advance of any work being completed. **You agree to a non-refundable payment of \$527.15 (\$375.00 for fees and \$152.15 for costs) in connection with our representation.** Unless otherwise specified, all legal fees and costs are non-refundable.

For all hourly matters, the initial hourly legal fee payment is non-refundable. Subsequent request for payment of hourly legal fees may be either by account (for services already entered, as applicable) or future non-refundable payments request, or in retainer form as specified below.

When applicable, it is our practice to forward periodic statements regarding any balances due on a monthly basis. We expect our statements to be paid in full upon receipt, unless another arrangement has been discussed and agreed to in advance. We reserve the right to impose a late charge not to exceed the maximum amount permitted by law on all amounts not paid within 30 days. Our current late charge is 1 % (one percent) per month.

Retainer

As a matter of firm policy, we require you to pay a minimum retainer against which we will bill all related costs and other fees. **You agree to deposit \$0.00 as a minimum retainer in connection with our representation.** We will charge all related costs and other fees and disbursements against the advance and credit them on our billing statements. If the costs and other fees and disbursements exceed the advance deposited with us, we will bill you for the excess and possibly for replenishment of the advance payment. You hereby grant Bradley Law LLC a security interest in and lien in any deposits of funds held by us as security for the payment of these expenses. You agree that we will have the right to request additional deposits from time to time based on our estimates of future work to be undertaken. If you fail to pay any additional deposit requested, we will have the right to cease performing further work and to withdraw from the representation.

Duties and Responsibilities

We will provide legal services to you in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance, or accounting decisions and you are not relying on us for any investigation of the character or credit of persons with whom you may be dealing.

Effective legal representation requires a high level of cooperation between attorney and client. By signing this letter, you therefore agree to cooperate with us, to keep us fully informed of all developments, and to perform your obligations under this letter. We, in turn, will rely on the information that you provide to us. We agree to provide the legal services reasonably required to represent you with respect to the matters described above and to take reasonable steps to keep you informed of our progress and to respond to your inquiries. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other

You authorize us to incur all reasonable costs and to retain any investigators, consultants, or experts necessary in our judgment, with your input, advice, and consent, to pursue your claims.

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We will provide legal services to you in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance, or accounting decisions and you are not relying on us for any investigation of the character or credit of persons with whom you may be dealing.

Effective legal representation requires a high level of cooperation between attorney and client. By signing this letter, you therefore agree to cooperate with us, to keep us fully informed of all developments, and to perform your obligations under this letter. We, in turn, will rely on the information that you provide to us. We agree to provide the legal services reasonably required to represent you with respect to the matters described above and to take reasonable steps to keep you informed of our progress and to respond to your inquiries. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, and other

proceedings. Your responsibilities will also include approving negotiation, discovery and litigation strategy; approving causes of action and parties to any litigation; and determining acceptable terms of any compromise, settlement, or agreement.

In addition, you will be responsible for advising us whether any document we have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement, general litigation strategy, or other expectations, as the case may be.

General Provisions

Enclosed with this letter is a statement entitled General Provisions, which sets forth additional terms and conditions, all of which are incorporated into this letter and apply to our representation to the extent not expressly inconsistent with this letter.

Legal Liability Insurance

Please be advised that Pennsylvania Law does not require attorneys to carry legal liability insurance. Due to the nature of our practice, Bradley Law LLC has decided to forego legal liability insurance and pass the savings on to our clients in the form of lower legal fees.

Conflicts

To determine if you are involved in any matter adverse to our firm or to our clients, we have checked your name through our computerized conflicts checking system. This search has not revealed any such matter or conflict. We therefore believe that we will have no conflict in representing you in his matter. Nonetheless, we ask you to conduct a similar check personally and/or within your company to determine whether you believe that any matters might exist in which our firm may be adverse to you. Of course, if you discover any such matters, please let us know immediately.

We are a small firm, however we do represent many other individuals. It is possible that, during the time we are representing a client and at any time following the conclusion of our engagement, some of our present or future clients will be engaged in transactions, or encounter disputes, with you or your subsidiaries or affiliates. You agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interest of such clients in those matters are directly adverse to you or to any of your subsidiaries or affiliates, and to that end you hereby consent to any such conflict. We agree, however, to obtain your advance consent in any instance in which, as a result of our representation of you, we have obtained proprietary, confidential, or other information of a non-public nature that, if known to such other client, could be used in any such other matter to your material disadvantage or to the material disadvantage of any of your subsidiaries or affiliates.

We encourage you to participate actively in the matters we are handling for you, because you are much closer to the details than we are and we want to be certain that our efforts are consistent with your goals. If at any time you have a question, comment or concern, or if we may be of service in another substantive area, I ask that you raise it with us at once so that we can address the matter without delay.

If the foregoing is in accordance with your understanding of the terms and conditions upon which you will engage us and the nature of our engagement, please confirm your acceptance and sign the enclosed duplicate copy of this letter in the space provided for this purpose below and return it to me at your earliest convenience. Upon your acceptance, these terms and conditions shall apply retroactively to the date we first performed services on your behalf.

This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter along with the fee/retainer.

We are pleased to have this opportunity to be of service and to work with you. Thank you.

Sincerely,

PATRICK J. BRADLEY

I/we have read and understand the terms and conditions set forth in this letter (including the attached General Provisions) and agree to them.

Accepted and agreed to this _____ day of _____, 20_____.

James. B. Crownover
171 Mercer St.
Somerville, NJ 08876

Enclosure
CC: FILE

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Bradley Law LLC and our clients:

1. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to client's requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, arguments, and other documents; travel time; waiting time in the court, closings, or elsewhere; and time in depositions and other discovery proceedings.
2. From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of work, and ultimately is more efficient and economical.
3. In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long distance telephone, tele-copying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, and any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of other (such as experts, investigators, witnesses, consultants and court reporters) and other large disbursements (in excess of \$250.00) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.
4. Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.
5. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by an attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time and is not a promise or guarantee of any particular result.
6. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interest or as may be required by appropriate authorities.

7. We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good Cause" may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interest or as may be required by appropriate authorities.

8. We have found that our clients have become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones, other Internet communication, and electronic telefax (collectively, "Electronic Communications"), for the purposes of day-to-day business communications. We note, however, that Electronic Communications may be inherently less secure than some traditional methods of communication (hard wired telephone and telefax, U.S. Mail and commercial carriers, for example) and involve the risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of Electronic Communications, you are willing to accept the risk of unauthorized interception and authorize us to communicate with you (and with others with whom we have dealing in connection with the matters we are handling for you) by means of Electronic Communications, unless you advise us in writing to the contrary.

9. Any controversy, dispute, or claim arising out of or relating to our fees, expenses, performance of legal services, obligations reflected in this letter, or other aspects of our representation shall be resolved through binding arbitration in accordance with the rules then in effect of or administered by the AAA, and judgment on the award rendered may be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHTS TO BRING AN ACTION IN COURT AND TO DEMAND A JURY TRIAL.**

10. Following the completion of this matter, the firm will not be precluded from accepting any other engagement on behalf of a client that may be adverse to you if such engagement is unrelated to the scope of our representation in this matter as described above and provided, of course, that any and all information that may be disclosed to the firm in the course of this matter shall not be disclosed to any former, current or future client of the firm.



JAMES B. CROWNOVER
 JOHN P. CROWNOVER
 P.O. BOX 213
 METUCHEN, NJ 08840-0213

55-7203/2212

154

DATE 12-6-15

ONLINE IMAGE OF ORIGINAL

PAY TO THE ORDER OF BRADLEY LAW LLC \$ 446.15
FOUR hundred forty six and 15/100 DOLLARS

INVESTORS SAVINGS BANK
CLARA BARTON OFFICE
 EDDYON, NJ 08837
 INVESTORS 24 HOUR SERVICE
 1-800-444-4400

MEMO Deed on BR James B. Crownover

⑆ 221272031⑆ 65 610370 100154 42-09-02
 42-67-03

On Thursday, December 10, 2015 1:48 PM, Patrick J. Bradley <pbradley@bradleylawllc.com> wrote:

Mr. Crownover,

Thank you for the update on the mailing addresses.

I have made the necessary additions/changes in our database.

I will start moving forward with the work, but will need you to sign the NEW retainer agreement that I sent out on 12/2/2015 by email, dated 11/24/2015. This retainer has a final estimated fee at \$527.15 due to changes in the fees charged by the county as well as changes in my offices fees since the last time we discussed the matter.

The check for \$446.15 has been deposited. We will still need a check for the balance of \$81.00.

Please forward that amount as soon as possible. I will forward a copy of the 12/2/2015 email in case it did not arrive in your inbox or perhaps went to junk mail.

I will send you a draft of the deed for your review within the week.

If you have any questions please let me know.

I'll wait to hear back from you.

Thank you for your time and attention to this matter.

Patrick J. Bradley
Attorney & Counselor At Law

Mailing Address:
Bradley Law LLC
P.O. Box 26587
Collegeville, PA 19426

Office Location:
Bradley Law LLC
3801 Germantown Pike
Suite 201 C
Collegeville, PA 19426

484-902-0123 phone
484-902-0120 fax

pbradley@bradleylawllc.com

From: James Crownover [<mailto:jamesbcrownover@yahoo.com>]
Sent: Thursday, December 10, 2015 11:18 AM
To: Patrick J. Bradley; 'JOHN PHILIP CROWNOVER'; 'THOMAS CROWNOVER'; 'Rosemarie Grippo'; 'W3tfi Bob Crownover'; jameswtaylor@yahoo.com; 'JAMES B. CROWNOVER'

12-15-15
Patrick Bradley LLC

Enclosed \$81.00 additional
for Deed at Blue Bell

42-07-02

42-07-03

James B. Crowover
and John P. Crowover

171-6B

Somerville NJ

08876



JAMES B. CROWOVER
JOHN P. CROWOVER
P.O. BOX 213
METUCHEN, NJ 08840-0213

55-7203/2212

155

DATE 12-10-15

PAY TO
THE ORDER OF

BRADLEY LAW LLC \$81.00
Eighty-one and 00/100 — DOLLARS

INVESTORS SAVINGS BANK
CLARK BAYTON OFFICE
EDISON, NJ 08837
INVESTORS 24 HOUR SERVICE
1-888-444-4488

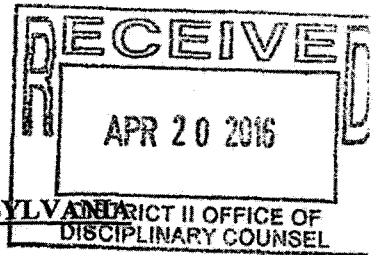
MEMO

DEED

James B. Crowover

⑆22227203⑆ 65 610370 ⑆00155

Exhibit Z



4/15/16
Date Sent

THE DISCIPLINARY BOARD OF THE SUPREME COURT OF PENNSYLVANIA DISTRICT II OFFICE OF DISCIPLINARY COUNSEL

COMPLAINT INFORMATION FORM

(Please Type or Print)

Date: 4/15/16

A. COMPLAINANT:

Your Name: ^{Mr./Mrs.} Miss/MS. Revere Heather J
(Last) (First) (MI)

Address: 3075 Ridge Pike, Eagleville, PA 19403
(Street) (City) (State) (Zip Code)

Telephone: Home: _____; Work: 610-382-5802
(Area Code) (Number) (Area Code) (Number)

B. ATTORNEY COMPLAINED OF:

Name: Bradley Patrick County: Montgomery
(Last) (First) (MI)

Office Address: 3801 Germantown Pike, Suite 201C, Collegeville, PA 19426
(Street) (City) (State) (Zip Code)

Telephone: Office: 484-902-0123; Other: _____
(Area Code) (Number) (Area Code) (Number)

C. PRIOR COMPLAINTS CONCERNING THIS MATTER OR THIS ATTORNEY:

Have you previously filed a complaint concerning this matter or this attorney with the Disciplinary Board, a Bar Association or its Fee Dispute Committee, any District Justice, Court, District Attorney or any other agency or office: YES NO. If so, please identify the agency and specify the date and nature of your complaint and the action taken by the agency: _____

D. INSTRUCTIONS:

A written and signed statement of the facts must be filed with the Disciplinary Board before your complaint can be considered. Therefore, on the reverse side of this form, under STATEMENT OF COMPLAINT, please fully and completely set forth all of the facts and circumstances of your complaint. PLEASE BE SPECIFIC, referring to relevant dates, contacts you made with the attorney, the fee arrangement, amounts paid to the attorney and when, services to be performed, the names and addresses of other individuals involved in the legal matter, EXACTLY WHAT CONDUCT YOU BELIEVE IS UNETHICAL OR ILLEGAL, etc.

PLEASE ATTACH COPIES OF ALL CORRESPONDENCE AND/OR DOCUMENTS RELATING TO YOUR CASE. If you send original documents and wish them returned to you, check here _____. If you have not attached any documentation, please explain why: _____



Achieve with us.

4/15/16

Dear Disciplinary Board Counsel:

I am writing to you to make a complaint against Patrick Bradley, Attorney ID #202416. Mr. Bradley has been suspended since 7/10/15 due to failure to comply with a subpoena (see attached document). The nature of my complaint is that Mr. Bradley continues to represent himself as a practicing attorney. The Arc Alliance provides services for individuals with Intellectual Disabilities and we have several individuals who Mr. Bradley claims to represent. Mr. Bradley sends our office scathing correspondence on behalf of his 'clients' who are under the impression that he is an attorney in good standing. The website for his services is bradleylawllc.com, and based on his website, he is the only practicing attorney in his firm. Neither his website nor the written correspondence that he engages in with our office makes reference to the fact that he is not a licensed attorney. In fact, his website states that he is licensed to practice law in Pennsylvania. When a member of our Supervisory team told a family that Mr. Bradley claims to represent that he is not currently a licensed attorney, Mr. Bradley contacted her to imply that he could file a slander lawsuit against her.

I certainly understand that Mr. Bradley is able to provide other services to individuals and families. However, given these are some of our most vulnerable citizens that he is working with, it is becoming increasingly concerning to me that Mr. Bradley may not be fully disclosing his current status. I have included some examples of correspondence to show examples of the nature of this complaint. Please feel free to contact me at 610-382-5802 if you need additional information.

Heather Revere

The Arc Alliance
SCO Director

Administrative Office: 3075 Ridge Pike + Eagleville, PA 19403 + T 610.265.4700 + F 610.265.3439
Reading Office: 1829 New Holland Rd Suite 9+ Reading, PA 19607 + T 610.265.4700 + F 610.603.0229
800.4 THEARC (800.484.3272) + www.TheArcAlliance.org

The Arc Alliance is affiliated with The Arc of Pennsylvania, The Arc of the United States, and The United Way of Berks County



Colleen Farrell <cfarrell@thearcalliance.org>

Slander per se - Slander per quod

1 message

Patrick J. Bradley <pbradley@bradleylawllc.com>
To: cfarrell@thearcalliance.org

Fri, Mar 25, 2016 at 3:12 PM

Ms. Farrell,

I am sending this email to you on my own behalf.

You may want to be very careful what you say to other people. "We have had issues with other clients in the past". Really? That sounds interesting.


You may want to be very careful especially when you leave a digital voicemail detailing exactly what you said and about whom.

A good attorney, especially one that is temporarily suspended, takes steps to inform their clients that they cannot provide legal services to them, however, as you noted in your recent voicemail, they can provide other services. So I am sure your message came as no surprise.

An important point to understand generally is that when you make statements that are knowingly false and/or intentionally misleading (to lead a person to a different conclusion than what would be factual) about someone, to a third party, to spread the false statement and/or to intentional mislead someone - or you make such statements without checking to see if they are true- it can be slander.

Filing suit for slander is relatively simple. I already sued one person for that (and that is a fact). It would only take me a moment or two to make changes to that complaint and file another slander complaint.

Let me know your thoughts.

—  —
Exhibit BB

Patrick J. Bradley, JD

Mailing Address:

Bradley Law LLC

P.O. Box 26587

Collegeville, PA 19426

Office Location:

Bradley Law LLC

3801 Germantown Pike

Suite 201 C

Collegeville, PA 19426

484-902-0123 phone

484-902-0120 fax

pbradley@bradleylawllc.com



Colleen Farrell <cfarrell@thearcalliance.org>

Attorney Client Privilege

1 message

Patrick J. Bradley <pbradley@bradleylawllc.com>
To: cfarrell@thearcalliance.org

Fri, Mar 25, 2016 at 3:17 PM

Ms. Farrell,

I am writing to you with a brief note about attorney client privilege.

So that you are aware, attorney client privilege protects the client.

However, when the client then attacks the attorney (for any reason not related to a fee dispute), the privilege can and is frequently voided by the actions of the client.

That means the attorney can then say anything they want about the client. As I am sure you are aware, having had a consultation with my office before, I always take detailed notes to make sure I understand everything my clients say.

There is always a line that should not be crossed.

I just thought you might want a refresher in attorney client privilege as I am starting to think someone may have crossed over the line.

I want to let you know that I intend to fully defend myself against any personal allegations that come from any party.

Thank you and have a great weekend.

Patrick J. Bradley, JD

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Bradley Law LLC

P.O. Box 26587

Collegeville, PA 19426

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Colleen Farrell <cfarrell@thearcalliance.org>

Friday's call

1 message

Fri, Mar 25, 2016 at 8:55 PM

Reply-To: [REDACTED]
To: Colleen Farrell <cfarrell@thearcalliance.org>

Hi Colleen, Sorry I missed your call on Friday, I was at doctors. I asked my, mother, to return the call out of courtesy to you.

Colleen, you, must understand, that, we had, Pat Bradley, working with us since January. He's been handling Joe's SSI problem with the county. My mother and Sue handle that part. I have no comment on what my, mom, and, Sue, do regarding, Joe's, well being. They have my full support. We are a team. If there is something they feel, that, Pat, must handle that is our right. My mom is Joe's primary guardian. And, as such we work together to make sure, he, is safe. Amity as ,I, told you in our conversation on, Monday, is guilty of a lot of wrong. They didn't even put in for the 2 on 1 services that, Joe, needs. I hold them responsible for that. But, that is why, we, have, Pat. I am not familiar with the legal stuff. I know, Pat, very well. He's only doing what is right for Joe. Now, if my mom called, you, she was the one that could provide you with the information you need. You asked me to call, you, back. I was unable, and, I apologize! However, my, mom, is just like talking to me. On certain things! So, that is all I can tell you. I thank you for your call and opinion. I have nor does my mom have anything personal against anyone! All, we, want is what is BEST FOR JOE! And, I told you in our conversation that, Amity is not for him! If they did what they were suppose to do this wouldn't even be!

Once again, I, thank you! But, I, understand, after my, mom, called you back, out of courtesy,, you, were not permitted to speak with her??

I am sorry for that! And, what goes on, Colleen, regarding, Pat, is between Pat and whomever? Not for, me, or my, mom, to be influenced. I say that with not sarcasm. I and, my, mom, must do what is right for, Joe. Anything that goes on, is between the parties involved! We are following directions from those we put our trust and confidence. And, Sue Moore, and Pat Bradley, have ours.

Thank you,
[REDACTED]