IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2325 Disciplinary Docket No. 3
Petitioner	:	No. 78 DB 2015
v.	:	Attorney Registration No. 13340
RAYMOND J. QUAGLIA	:	(Montgomery County)
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 30th day of January, 2017, upon consideration of the Report and Recommendations of the Disciplinary Board and the parties' responses, Raymond J. Quaglia is disbarred from the bar of the Commonwealth of Pennsylvania. Respondent shall comply with all the provisions of Pa.R.D.E. 217 and shall pay costs to the Disciplinary Board pursuant to Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 1/30/2017

Attest: Patricia Nicola
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL Petitioner	:	No. 78 DB 2015
v.	:	Attorney Registration No. 13340
RAYMOND J. QUAGLIA Respondent	:	(Montgomery County)

REPORT AND RECOMMENDATIONS OF
THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

TO THE HONORABLE CHIEF JUSTICE AND JUSTICES
OF THE SUPREME COURT OF PENNSYLVANIA:

Pursuant to Rule 208(d)(2)(iii) of the Pennsylvania Rules of Disciplinary Enforcement, the Disciplinary Board of the Supreme Court of Pennsylvania ("Board") herewith submits its findings and recommendations to your Honorable Court with respect to the above-captioned Petition for Discipline.

I. HISTORY OF PROCEEDINGS

By Petition for Discipline filed on May 11, 2015, Office of Disciplinary Counsel charged Raymond J. Quaglia, Respondent, with multiple violations of the Rules of Professional Conduct ("RPC") and Pennsylvania Rules of Disciplinary Enforcement ("Pa.R.D.E.") arising out of Respondent's representation of three separate clients. Respondent filed an Answer to Petition for Discipline on June 8, 2015.

Prehearing conferences took place on July 22 and August 18, 2015. A disciplinary hearing was held on September 10, 11, October 15, and November 24,

2015, before a District I Hearing Committee comprised of Chair David S. Senoff, Esquire and Members Josh J.T. Byrne, Esquire and Karen M. Sanchez, Esquire. Respondent appeared *pro se*.

Following the submission of post-hearing briefs, the Hearing Committee filed a Report on August 18, 2016, concluding that Respondent committed professional misconduct and recommending that he be disbarred from the practice of law.

Respondent filed a Brief on Exceptions on September 14, 2016, and requested oral argument before the Disciplinary Board ("Board").

Petitioner filed a Brief Opposing Exceptions on September 30, 2016.

Oral argument was held on October 7, 2016, before a three-member panel of the Board.

The Board adjudicated this matter at the meeting on October 13, 2016.

II. FINDINGS OF FACT

The Board makes the following findings:

1. Petitioner, Office of Disciplinary Counsel, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, Pennsylvania 17106-2485, is invested pursuant to Pa.R.D.E 207, with the power and duty to investigate all matters involving alleged misconduct of an attorney admitted to practice law in the Commonwealth of Pennsylvania and to prosecute all disciplinary proceedings.

2. Respondent is Raymond J. Quaglia. He was born in 1937 and was admitted to practice law in the Commonwealth of Pennsylvania in 1963. His attorney registration address is 10 Copper Beech Drive, Lafayette Hill, Pennsylvania 19444.

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

3. Respondent has no history of prior discipline in Pennsylvania.

The Silverstein Matter

4. Silverleaf Development, LLC (Silverleaf) owned a four-unit rental property at 1507-1509 East Moyamensing Avenue, Philadelphia, PA.

5. Louis Silverstein owned and operated Silverleaf. N.T. 9/11/2015, p. 198.

6. On June 27, 2007, St. Edmond's Federal Savings Bank, which subsequently merged into Beneficial Savings Bank (the Bank), entered into a Construction Loan Mortgage and Security Agreement (mortgage) with Silverleaf, whereby Silverleaf could borrow up to $1,675,830 from the Bank secured by a mortgage on Silverleaf's real property. ODC-1.

7. Silverleaf collected rent and security deposits from its tenants in the four units.

8. Article II, Section 2.01.11 of the mortgage provided that in the event of Silverleaf's default, the Bank "shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of the Mortgagor." ODC-1.

9. Silverleaf made no payments on the mortgage after March 1, 2012.

10. On April 6, 2012, Mr. Silverstein retained Respondent to represent him and Silverleaf in the defense of an anticipated foreclosure action brought by the Bank. ODC-2.

11. On April 19, 2012, the Bank filed mortgage foreclosure actions

against Mr. Silverstein and Silverleaf. ODC-3, 4, 5.

12. On May 15, 2013, a non-jury trial was held before the Honorable Idee C. Fox in the foreclosure matter. ODC-5.

13. During trial, Mr. Silverstein testified that he had been depositing the rental income from Silverleaf's property into an escrow account at Wells Fargo Bank and using the funds to pay maintenance, utility bills, and attorney's fees. ODC-6, p. 184.

14. On May 21, 2013, the Bank filed a Motion for Accounting and Turnover of Sums in Accounts. ODC-7.

15. On May 29, 2013, Judge Fox issued: Findings and Decision rejecting Silverleaf's defenses; an Order in favor of the Bank and against Silverleaf; and an *in rem* judgment of foreclosure for the sale of the mortgaged premises in the amount of $1,935,061.03. ODC-8.

16. On May 29, 2013, Respondent filed Defendant's Answer to Plaintiff's Motion for Accounting and Turnover of Sums in Accounts (ODC-9); on June 5, 2013, the Bank filed a reply brief alleging, *inter alia*, that the mortgage provided that in the event of default, the Bank had an absolute right to all rents received by Silverleaf from the tenants and all funds in the escrow account. ODC-10.

17. On August 30, 2013, Judge Fox granted the Bank's Motion for Accounting and Ordered and Decreed that within twenty days:

a. Silverleaf shall provide the Bank with a full accounting of all rents received and expenditures made on the property from the date the action was commenced to the present;

b. Silverleaf shall provide the Bank with all bank statements; and

c. "the funds currently held in the escrow account shall be transferred to Plaintiff (the Bank) forthwith without reduction." ODC-11.

18. Respondent received a copy of Judge Fox's Order, but failed to promptly advise Mr. Silverstein of Judge Fox's August 30, 2013 Order. ODC-13.

19. By email dated September 24, 2013, from Peter E. Meltzer, Esquire, attorney for the Bank, to Respondent, sent at 4:44 p.m., Mr. Meltzer wrote that the 20-day deadline of Judge Fox's August 30, 2013 Order had expired yesterday and he had not received the requested accounting, documents, and funds. ODC-12.

20. By letter dated September 25, 2013, from Respondent to Mr. Meltzer, with a carbon copy to Mr. Silverstein, Respondent wrote, "I don't recall sending him a copy of the Order, but we will comply." ODC-13.

21. Mr. Silverstein received a copy of Judge Fox's Order. N.T. 9/11/2015, p. 220.

22. Prior to September 30, 2013, Mr. Silverstein sent Respondent two checks made payable to Beneficial Bank, as follows (N.T. 9/11/2015, pp. 221-222):

a. one check, in the amount of $2,9000, was for rental income; and

b. one check, in the amount of approximately $8,100, was for the tenants' security deposits.

23. On September 30, 2013, Mr. Silverstein met with Respondent at his law office regarding the Silverleaf matter; during the meeting:

a. Respondent was "quite confrontational" (N.T. 9/11/2015, p. 221);

b. Respondent was "upset" because Mr. Silverstein had made the checks payable to Beneficial Bank and had not "drain[ed] the account" to pay Respondent's legal fee (N.T. 9/11/2015, p. 222);

c. Mr. Silverstein explained that he was "very concerned" about the tenant's escrow money and his legal responsibility for returning the deposits if the tenants moved out (N.T. 9/11/2015, p. 222); and

d. Mr. Silverstein told Respondent that he "would reissue the checks made out to him to be deposited in his escrow account, that these checks were in no way to reduce or pay fees, and that they were to . . . protect the escrow monies." N.T. 9/11/2015, p. 223.

24. In the afternoon following Mr. Silverstein's meeting with Respondent, Mr. Silverstein wrote a letter to Respondent (N.T. 9/11/2015, p. 224); in his letter, Mr. Silverstein (ODC-15):

a. stated that during his meeting with Respondent that day, Respondent had instructed him that in lieu of the individual tenant checks he had previously sent to Respondent, which Respondent would destroy, Mr. Silverstein was to write a single check, made payable to Respondent as "Escrow Agent" for the total amount of the checks, $11,010;

b. explained that the $11,010 was comprised of $2,900, representing July 2013 rents paid by the tenants, and $8,110, representing a total of the security deposits collected from the four tenants when the leases were signed;

c. wrote that he had enclosed the requested $11,010 check made payable to Respondent as "Escrow Agent"; and

d. enclosed check number 121, in the amount of $11,010, written from the funds escrowed by Silverleaf that were held in Silverleaf's bank account, made payable to "Raymond J. Quaglia, P.C. Escrow," with the notation "Security deposit/rent balance."

25. Mr. Silverstein testified that he made clear "verbally" and in his "follow up" letter, that he wanted Respondent to hold the funds intact in his escrow account. N.T. 9/11/2015, pp. 223-224.

26. Mr. Silverstein's testimony was credible.

27. Respondent received the letter and enclosed check from Mr. Silverstein.

28. Respondent endorsed the back of the check as "Quaglia P.C., Escrow Agent," deposited the check into his operating account at United Saving Bank, account number XXXX7969, and credited the funds towards his attorney's fee. ODC-15.

29. Respondent failed to:

a. obey Judge Fox's Order and forward the escrow funds to the Bank;

b. obey his client's instructions, deposit the funds in his escrow account, and hold the funds as his client's escrow agent; and

c. hold fiduciary property separate from Respondent's own property and appropriately safeguard the fiduciary funds.

30. Respondent converted fiduciary funds for his personal use.

31. On or before July 26, 2014, Mr. Silverstein retained Thomas P. Muldoon, Esquire, to represent him in winding down and dissolving Silverleaf. N.T. 9/11/2015, pp. 229-230.

32. On August 14, 2014, Mr. Muldoon wrote to Respondent, explained that he had been retained by Mr. Silverstein to assist him in dissolving Silverleaf, and requested that Respondent forward to him the $11,010 that Mr. Silverstein had made payable to Respondent's escrow account so that Mr. Muldoon could deposit the funds into his escrow account. ODC-21.

33. Respondent received Mr. Muldoon's letter, but did not respond to Mr. Muldoon's letter or forward the $11,010 to Mr. Muldoon. N.T. 9/11/2011, p. 277.

34. On September 2, 2014, Mr. Muldoon called to speak with Respondent about Mr. Muldoon's letter requesting that Respondent forward the $11,010 he had received from Mr. Silverstein; during Mr. Muldoon's conversation, Respondent: stated that he had failed to escrow the funds; admitted that he had taken the funds and applied them towards his legal fee for representing Mr. Silverstein; informed Mr. Muldoon that he refused to return the funds; and repeatedly cursed at Mr. Muldoon. N.T. 9/11/2015, pp. 278-281.

35. Respondent failed to deliver to Mr. Muldoon the funds that Mr. Muldoon was entitled to receive. N.T. 9/11/2012, pp. 282, 283.

36. Mr. Muldoon's testimony at the disciplinary hearing was credible.

37. Respondent's testimony that Mr. Silverstein agreed that Respondent could deposit the $11,010 check into his operating account and agreed that Respondent could use the funds for his legal fees was not credible.

The Sanders Estate Matter

38. On August 5, 2007, Leo I. Sanders, a resident of Philadelphia County, died testate. ODC-24.

39. Mr. Sanders made specific bequests under his will and bequeathed the rest, residue, and remainder of his estate to Houston-Tillitson University (HTU), Austin, Texas. ODC-25.

40. Mr. Sanders' Last Will and Testament appointed Joseph Jennings as the Executor of his estate. ODC-25.

41. Mr. Jennings had an 11th grade education, no experience administering an estate, and lacked any legal knowledge. N.T. 9/10/15, pp. 271-272, 292.

42. Mr. Jennings retained Respondent to represent him as the Executor of the Estate of Leo I. Sanders (Sanders Estate or Estate). ODC-26.

43. On August 20, 2007, Respondent filed with the Register of Wills for Philadelphia County a Petition For Probate and Grant of Letters that listed the total value of the Sanders Estate's probate assets as $500,000 (ODC-27); on August 20, 2007, the Register of Wills granted Mr. Jennings Letters Testamentary to administer the Estate according to law. ODC-28.

44. In administering the Sanders Estate, Respondent failed to:

a. send a written notice of estate administration, within three months of the grant of letters, to all the beneficiaries of the Estate, as required by O.C. Rule 5.6(a)(1);

b. provide notice to the Pennsylvania Attorney General's Office (AG's Office) of the bequest to a charitable institution, as required by O.C. Rule 5.6(a)(6). (N.T. 9/10/2015, pp. 61-62);

c. file an inheritance tax return for the Estate or request an extension of time to do so within nine months after the date of death, as required by 72 Pa.C.S.A. § 9136(d) (ODC-31);

i. On May 5, 2011, Respondent filed an Inheritance Tax Return with the PA Department of Revenue for the Sanders Estate, listing total gross assets of the Estate as $928,983, Mr. Jennings' commission as $49,785.98, and Respondent's attorney's fee for Estate administration as $99,126. (ODC-31)

ii. Respondent's failure to pay the Commonwealth of Pennsylvania's inheritance tax when it was due, as required by 72 Pa.C.S.A. § 9142, resulted in the Estate being assessed interest of $365.84. (ODC-31)

d. timely file the deceased's city, state, and federal tax returns, resulting in the estate being assessed interest and penalties totaling $8,280.96 (ODC-31(a));

e. file a verified inventory of all real or personal property of the decedent within nine months after the date of death, as required by 20 Pa.C.S.A. § 3301(c) and 72 Pa.C.S.A. § 9136(d);

i. On September 15, 2008, Respondent filed a verified inventory of all real and personal property of the decedent (ODC-29); and

ii. On February 25, 2010, the Register of Wills sent Respondent an Invoice for $630, as a result of the Estate showing an increase in value to $1,038,056 (ODC-30);

f. file with the Register of Wills a Status Report of uncompleted administration, as required by O.C. Rule 6.12(a); and

g. timely liquidate the Estate's assets and make full distribution to the residual beneficiary.

45. Mr. Jennings credibly testified at the disciplinary hearing that he "relied" upon and "trusted" Respondent to competently and diligently administer the Estate, and erroneously thought that Respondent "took care of everything." N.T. 9/10/2015, pp. 287-292.

46. On August 24, 2007, Mr. Jennings opened an Estate bank account at United Savings Bank, account number xxxx5124, for the administration of the Estate of Leo I. Sanders. ODC-32.

47. For the first six to eight months, the monthly statements for the Estate account were sent to Mr. Jennings (ODC-33); thereafter, the monthly statements and cancelled checks were sent to Respondent's law office.

48. From time to time, Respondent would present the Executor with checks to sign from the Estate account, "some of them were made out and some of

them weren't." N.T. 9/10/2015, p. 296; *see also*, *id.* at pp. 297, 298; ODC-34, pp. 34-35, 42.

49. When Respondent presented the Executor with checks made payable to a specific payee, Respondent often failed to explain to the Executor the basis for the checks. ODC-34, pp. 42, 47.

50. On February 8, 2010, the AG's Office filed a Petition for Citation for Respondent to file an Account in *In Re Estate of Leo I. Sanders, Deceased*, O.C. No. 213 DE 2010 (Orphans' Court, Philadelphia County), alleging that Respondent failed to respond to the Attorney General's Office's repeated requests for information, diligently complete the administration of the estate, and make distribution to the charitable beneficiary. ODC-35.

51. On May 25, 2010, Respondent filed an Answer to the Petition stating that: on August 18, 2009, he underwent emergency coronary artery bypass surgery that resulted in a "prolonged period of disability until March 2010"; and even after Respondent's period of disability, he was unable to prepare a final account due to the "press" of other court-related matters. ODC-37, ¶¶ 16, 17.

52. Respondent failed to withdraw from the representation of the Executor when Respondent's physical condition impaired Respondent's ability to represent his client.

53. Respondent failed to withdraw from the representation of the Executor when Respondent's workload did not permit Respondent to handle the Estate matter with reasonable diligence and promptness.

54. By Decree dated June 15, 2010, the Honorable Joseph D. O'Keefe ordered the Executor to file an Account of his administration of the Estate on or before June 29, 2010. ODC-36.

55. On June 29, 2010, Respondent filed the First and Final Account (First Account) of Joseph Jennings, Executor, which: listed Principal Receipts of $844,851; itemized Respondent's "bill for services" that were purportedly "Paid to Date"; and reported Respondent's receiving "Paid to Date" disbursements of $74,357 for his attorney's fees. ODC-38.

56. The First Account was false in that: the dates and amounts of Respondent's "bill for services" listed on the First Account did not match the dates and amounts of the checks Respondent had written to himself for legal fees; the checks Respondent had written to himself for legal fees far exceeded the amounts listed as "Paid to Date," in that Respondent had received $245,000, not $74,357, in legal fees as of the date of the First Account. ODC-45(a), 54.

57. Respondent failed to tell Mr. Jennings that he had received legal fees of $245,000 as of the date of the filing of the First Account. N.T. 9/10/2015, p. 303.

58. Mr. Jennings did not agree that Respondent was entitled to $245,000 in fees. N.T. 9/10/2015, p. 303.

59. Mr. Jennings felt that Respondent's receipt of a 6% attorney's fee was too much money. N.T. 9/10/2015, pp. 281, 286; ODC-34, p. 43; ODC-45, p. 35.

60. Mr. Jennings signed the First Account because he trusted Respondent and believed what Respondent told him. N.T. 9/10/2015, pp. 301, 302; ODC-34, pp. 21-23.

61. HTU and the AG's Office filed objections to the First Account, objecting that Respondent's attorney's fee of $74,357 was excessive, Respondent failed to diligently administer the Estate, and Respondent had not responded to their repeated requests for information about Estate assets. ODC-39, 40.

62. On January 5, 2011, Respondent filed an Amended First and Final Account (Amended Account) listing: Principal Receipts of $970,096.56; payment of $99,126 in attorney's fees to Respondent from "8/2/2007 to 12/2010"; payment of $49,785.98 as the "Executor Commission" to Joseph Jennings; and "Total Disbursements" that included the payment of the attorney's and Executor's fees. ODC-42.

63. The Amended Account was false in that: from August 2, 2007 to December 2010, Respondent had received $310,000 for legal fees and expenses, or $210,874 more than reported in the amended account; the total Executor's Commission received by Mr. Jennings was $20,000, or $29,785.98 less than reported in the amended account. ODC-45(a), 54, 54(a).

64. Mr. Jennings signed the Amended Account because he thought it was truthful, but had "no idea" about its contents. N.T. 9/10/2015, pp. 307-308.

65. On April 21, 2011, the AG's Office filed objections to the Amended Account challenging Respondent's delay in estate administration, inaccurate accounting, and excessive attorney's fees (ODC-43); on May 4, 2011, Respondent filed an Answer to the AG's Office's objections to the Amended First and Final Account. ODC-44.

66. On May 31, 2011, Judge O'Keefe held the first day of hearings on objections to the First and Amended Accounts (ODC-45); during the May 31, 2011 hearing:

a. Mr. Jennings explained that he "left" the administration of the estate to Respondent (*id.* at pp. 19, 29, 46, 52) and he "trusted" Respondent (*id.* at pp. 162, 164);

b. Respondent admitted that he gave Mr. Jennings blank checks to sign (*id.* at pp. 189-190), Mr. Jennings never questioned any of Respondent's legal bills (*id.* at p. 191), and Mr. Jennings "didn't know what was going on" (*id.* at pp. 196-197);

c. Respondent introduced his legal invoices for legal services, which failed to correspond to either the checks he had written to himself for legal fees or the itemized "bill for services" in the First Account (ODC-45(a));

d. Respondent asserted that $99.12 "was the total amount [of legal fees] owed at the time the Amended Account was filed" in January 2011; and

e. the AG's Office repeated its requests for the Estate's bank records. ODC-43, pp. 194-196, 205.

67. By Order dated June 22, 2011, Judge O'Keefe ordered that on or before June 30, 2011, Respondent deliver to the AG's Office and HTU, Estate bank statements from the inception of the Account through the most recent bank statement. ODC-36.

68. Respondent received Judge O'Keefe's Order; Respondent failed to comply with Judge O'Keefe's Order and provide the requested bank records.

69. On July 11, 2011, Judge O'Keefe held the second day of hearings on the objections to the First and Amended Accounts (ODC-46); at the hearing, during which Respondent was cross-examined about inconsistencies among the Accounts, his legal invoices, and the checks that Respondent wrote to himself for legal services, Respondent testified:

a. that "the Estate was never behind" in paying his fee (*id.* at p. 30), and in the alternative, that "maybe" he "took in advance of a fee" (*id.* at p. 31);

b. that Respondent's taking an advance fee "may be an ethical thing concerning me but not concerning the estate" (*id.* at pp. 31-32); and

c. falsely that all estate funds have "always been" in the estate bank account. *Id.* at p. 53.

70. At the conclusion of the July 11, 2011 hearing, Judge O'Keefe ordered that Respondent provide all requested bank records within one month and directed Respondent to make no further payments from the Estate account. *Id.* at pp. 84-86.

71. Respondent did not provide the court-ordered bank records, and on September 1, 2011, Judge O'Keefe ordered and decreed that the Executor deliver to HTU, within fifteen days from the date of his Order, cancelled checks and monthly statements of the Estate account; and if the Executor failed to do so, then the Executor must appear before the Court on October 11, 2011, for a hearing on whether the

Executor should be held in contempt of court and whether the Executor should be removed from his office. ODC-36.

72. Respondent failed to deliver the bank records as ordered by Judge O'Keefe.

73. On September 14, 2011, Respondent filed a Notice of Appeal in the Superior Court from Judge O'Keefe's Order, which appeal was docketed at No. 2609 EDA 2011. ODC-47.

74. On October 20, 2011, HTU filed a Motion to Quash Appeal as Interlocutory (ODC-48); on October 28, 2011, Respondent filed an Answer to HTU's motion (ODC-49); on November 7, 2011, the Superior Court entered a *Per Curiam* Order granting HTU's Motion (ODC-50); on November 16, 2011, Respondent filed an Application for Reconsideration; on December 1, 2011, the Superior Court denied Respondent's Application for Reconsideration. ODC-47.

75. On January 17, 2012, Respondent filed with the Pennsylvania Supreme Court a Petition for Leave to File a Petition for Allowance of Appeal *Nunc Pro Tunc* (ODC-51); the Supreme Court docketed Respondent's Petition at No. 9 EM 2012 and treated Respondent's Petition as a Petition for Leave to File a Petition for Review *Nunc Pro Tunc* because Respondent had appealed from an order that was not final; on May 7, 2012, the Supreme Court denied Respondent's petition; on May 31, 2012, the Supreme Court closed the case as the time for reconsideration had expired. ODC-52.

76. Respondent's appeal from Judge O'Keefe's September 1, 2011 Order was interlocutory and not taken: as of right (Pa.R.A.P. 311); from a final order (Pa.R.A.P. 341); from a collateral order (Pa.R.A.P. 313); or from an interlocutory order by permission. Pa.R.A.P. 1311.

77. Mr. Jennings did not authorize Respondent's appeals of the Court's Order and would have given the bank records to the A.G.'s office. N.T. 9/10/2015, pp. 315-316.

Mishandling of Estate Funds

78. By Decree dated July 25, 2012, Judge O'Keefe ordered that the Executor deliver to HTU, within fifteen days from the date of its Order, cancelled checks and monthly statements of the Estate account (ODC-36); by letter dated September 5, 2012, to HTU with a carbon copy to the AG's Office, Respondent enclosed the bank statements and cancelled checks from the Estate account from August 31, 2007 through July 29, 2011. ODC-53.

79. The bank records revealed that (ODC-54(b)):

a. from August 28, 2007 to July 5, 2011, Respondent wrote 36 checks to himself or his law firm for attorney fees and costs (ODC-54);

b. with the exception of the first three checks to Respondent or his law firm, many of the remaining checks were out of number and date sequence (ODC-54);

c. all of the checks that Respondent wrote to himself were in round numbers, ending in "00.00," even the checks purportedly reimbursing Respondent for costs and expenses (ODC-54);

d. the 36 checks Respondent wrote to himself or his law firm totaled $335,000 (ODC-54); and

e. on December 10, 2010, Respondent deposited $200,000 back into the Estate account. ODC-41, 54(a).

80. Mr. Jennings had no knowledge that Respondent had written 36 checks to himself or his law firm totaling $335,000. N.T. 9/10/2015, p. 313.

81. Mr. Jennings did not "think [Respondent] should have [received] that much money." N.T. 9/10/2015, p. 326.

82. Respondent's attorney's fee of $310,000 as of November 2, 2010, was 32% of the total value of the $970,096.56 in Estate assets listed in the Amended Account. ODC-42.

83. On September 25, 2012, HTU filed an Emergency Motion to Remove Joseph Jennings as Executor (Emergency Motion) (ODC-55), which the AG's Office joined; on September 27, 2012, Judge O'Keefe entered an order scheduling a hearing on the Emergency Motion for October 25, 2012 (ODC-36); on October 10, 2012, Respondent filed an answer. ODC-56.

84. On October 25, 2012, Judge O'Keefe held a hearing on the Emergency Motion, during which time the Executor testified that he (ODC-57):

a. was not familiar with legal matters, did not understand the documents Respondent had him sign, and let Respondent take charge of "about everything" (N.T. 10/25/2012, pp. 22-23);

b. was misled to believe that Respondent had turned over bank records requested by HTU and the AG's Office and he would have turned them over if he had them (*id.* at pp. 27-28, 31-33);

c. was not aware that the Amended Account did not include all of the checks to Respondent and Respondent's law firm (*id.* at p. 21);

d. did not know why: Respondent and his law firm had received so many checks; the check numbers on the checks to

Respondent and his law firm were out of date sequence; the First Account and Amended Account did not include all of the checks to Respondent and his law firm; Respondent received so many checks for large sums within a short period of time; and Respondent deposited $200,000 back into the Estate account (*id.* at pp. 48-63);

e. had "no idea" that Respondent and his law firm had received $335,000 in funds from the Estate bank account (*id.* at p. 62); and

f. had trusted Respondent and Respondent had abused his trust. *Id.* at p. 65.

85. During the October 25, 2012 hearing, Respondent:

a. claimed that he had a "degree of disability" from August 2009 to March 2010 (N.T. 10/25/2012, p. 76), despite billing $70,000 to the Estate of Leo I. Sanders and generated $12,450 in legal fees in *Hatchigian v. State Farm Insurance Co.*;

b. falsely testified that HTU's and the AG's Office's request for Estate bank records was a request for "information that they had never requested throughout all the years of [Respondent's] handling this estate" (*id.* at p. 78);

c. failed to provide support for his legal fees;

d. claimed that his reimbursement of $200,000 to the Estate, which was one month prior to his filing the Amended Account, was due to Respondent's having "overestimated the fees" (*id.* at p. 85);

e. insisted that he was "not required" to include all of the checks he had written to himself and his law firm in his First Account and the Amended Account (*id.* at p. 81); and

f. failed to admit that he had not testified truthfully when Respondent testified that the money, which he had taken from the Estate account, "has always been" in the Estate account. *Id.* at pp. 86-88.

86. By Order and Decree dated June 24, 2013, Judge O'Keefe: sustained the AG's Office's and HTU's previously filed objection to the payment of $99,126 in counsel fees to Respondent; found that the record did not support payment of legal fees of more than $50,000 (or 5.1% of estate); imposed a surcharge of $49,126 (ODC-61 at pp. 5-6); and opined that "nothing in this Adjudication should be deemed to condone the conduct of Mr. Jennings and Mr. Quaglia which came to light at the Hearings held in this matter." ODC-61 at p. 7.

87. On September 24, 2013, Judge O'Keefe held oral argument on the Exceptions filed to his Order and Decree (ODC-62, 63, 64); during oral argument, Respondent:

a. stated that there was no Orphans' Court rule that prohibited the Executor from making any advance payment of fees or any other money as long as the Executor accounts for it (ODC-65, p. 4);

b. argued that the Court could not remove Mr. Jennings as Executor because "[y]ou cannot derivatively impute negligence from a lawyer to his client" (*id.* at p. 5);

c. criticized the AG's Office and HTU for objecting to the fact that he did not submit legal bills for all checks Respondent had written to himself or his law firm (*id.* at p. 13);

d. admitted that he returned $200,000 in "advance fees" to the Estate in December of 2010 (*id.* at p. 16);

e. admitted that he had made checks payable to himself from the Estate, which Respondent later reimbursed to the Estate (*id.* at p. 37); and

f. claimed that the Estate funds were "[Mr. Jenning's] money" and that "[Mr. Jennings] had the authority to pay it to" Respondent. *Id.*

88. On November 5, 2013, upon consideration of the Exceptions to the Decree, Judge O'Keefe entered a Final Decree that: sustained the objection to the payment of $135,000 in counsel fees "actually taken" by Respondent for representing the Executor of the Estate; imposed an additional surcharge of $35,874 on Respondent; and removed Joseph Jennings as Executor of the Estate. ODC-66.

89. Respondent's testimony regarding his handling of the Sanders Estate was not credible.

90. Respondent misappropriated at least $200,000 from the Sanders Estate.

91. Respondent took an excessive fee for representing the Executor of the Estate. ODC-61, 66; N.T. 9/11/2015, p. 87.

The Hatchigian Matters

a. Travelers Case

92. On January 16, 2009, David Hatchigian filed a *pro se* civil complaint against Travelers Insurance Company in the Court of Common Pleas of Philadelphia County. ODC-77.

93. On or about July 1, 2009, Mr. Hatchigian and Respondent met regarding Mr. Hatchigian's retaining Respondent to represent him in the Travelers case (ODC-76, ¶ 1.); on or before July 30, 2009, Respondent orally agreed to represent Mr. Hatchigian. ODC-76, ¶ 3.

94. Respondent failed to provide Mr. Hatchigian with a written fee agreement that set forth the rate or basis of his fee. ODC-76, ¶3.

95. On or before July 30, 2009, Respondent filed an Entry of Appearance on behalf of Mr. Hatchigian in the Travelers case. ODC-77.

96. In August 2009, Respondent underwent coronary bypass surgery and the implantation of a defibrillator (ODC-76, ¶4(a)); thereafter, Respondent was out of the office until the end of September 2009, and did not return to the office full time until at least January 2010. ODC-76, ¶4(a).

97. Prior to August 27, 2009, Travelers served Mr. Hatchigian with interrogatories, a request for production of documents, and a request to schedule a deposition; after becoming counsel of record, Respondent failed to answer the interrogatories, supply the requested documents, and schedule the deposition. ODC-77.

98. On August 27, 2009, Travelers filed a Motion to Compel answers and production of documents and a Motion to Compel the scheduling of a deposition; Respondent failed to comply with the discovery requests or to answer the Motions to

Compel (ODC-77); the Court scheduled a hearing on Travelers' motions for September 10, 2009. ODC-77.

99. Respondent did not attend the September 10, 2009 hearing before the Honorable Sandra Mazer Moss as he was recovering from heart surgery.

100. Respondent failed to withdraw from the representation when his physical condition materially impaired his ability to represent his client.

101. At the September 10, 2009 hearing, Judge Moss (ODC-77):

a. ordered Mr. Hatchigian to submit to a deposition within twenty days of her Order or be precluded from offering testimony at trial or risk further sanctions; and

b. imposed a $300 sanction upon Mr. Hatchigian for defendant's costs of preparing and filing the Motion to Compel.

102. On November 16, 2009, Respondent attended Mr. Hatchigian's deposition, which Respondent terminated early because he "needed to attend a hockey game." ODC-78.

103. As a result of Respondent's termination of the deposition, Travelers filed a Motion to Compel Mr. Hatchigian's deposition (ODC-77, 78); the Court scheduled a hearing on the Motion for December 17, 2009, which was subsequently rescheduled to February 4, 2010. ODC-77.

104. On January 12, 2010, Respondent filed a Motion to Withdraw Appearance (ODC-77); on February 23, 2010, the Honorable Gary DiVito granted Respondent's Motion to Withdraw. ODC-77.

b. State Farm Case

105. On or about July 1, 2009, Mr. Hatchigian and Respondent met regarding Mr. Hatchigian's retaining Respondent to represent him in *Hatchigian v. State Farm Insurance Co.* ODC-76, ¶ 14; ODC-79.

106. On or before July 16, 2009, Respondent agreed to represent Mr. Hatchigian in the *State Farm* case; on July 16, 2009, Respondent entered his appearance on behalf of Mr. Hatchigian in federal court. ODC-79.

107. Respondent failed to provide Mr. Hatchigian with a written fee agreement setting forth the basis or rate of his fee. ODC-76, ¶14(a).

108. On or about November 3, 2009, Mr. Hatchigian agreed to settle the *State Farm* case for $30,000 and executed a release. ODC-81.

109. On or before December 4, 2009, Respondent received from State Farm a $30,000 settlement check, dated December 2, 2009, and made payable to Mr. Hatchigian and Respondent as the "attorney" for Mr. Hatchigian. ODC-82.

110. On December 4, 2009, without Mr. Hatchigian's written informed consent, Respondent endorsed the $30,000 check from State Farm and deposited the check into his attorney operating account at United Savings Bank, account number XXXX7969. ODC-82.

111. On Respondent's 2009-2010 and 2010-2011 Annual Attorney Registration Statements, Respondent identified United Saving Bank, account number xxxx7860, as the sole bank account in which he held fiduciary funds. ODC-83.

112. On Respondent's Annual Attorney Registration Statements, Respondent failed to identify all accounts in which Respondent held fiduciary funds,

falsely certified that he was in compliance with Rule 1.15, and falsely certified that all of the information on his Registration Statement was true and correct. ODC-83.

113. By letter dated December 15, 2009, from Respondent to Mr. Hatchigian, Respondent: enclosed a $16,500 check made payable to Mr. Hatchigian, written on Respondent's attorney operating account at United Savings Bank; and explained that out of the $30,000 total recovery, he had deducted $10,000 as his fee and held $3,500 from the $20,000 balance to cover the deposition costs incurred in the *Travelers* case. ODC-84.

114. Respondent's deduction of his expenses in the *Travelers* case from the recovery in the *State Farm* case was improper in that it was done without a written contingent fee agreement with Mr. Hatchigian and without Mr. Hatchigian's informed consent, confirmed in writing.

115. Respondent failed to pay the deposition costs in the *Travelers* case from the State Farm proceeds as Respondent had represented he would do in his December 15, 2009 letter. ODC-84, 85.

Aggravating Circumstances

116. Respondent failed to show any recognition of his wrongdoing. N.T. 10/15/2015, pp. 200, 223, 237, 271, 276, 279, 280, 284.

117. Respondent failed to demonstrate any remorse for his misconduct.

118. Respondent has failed to make timely and full payment of his taxes, resulting in tax-related liens, judgments, and lawsuits being filed against him. P-1, 2, 3, 4, 5, 6, 7, 8.

119. Respondent has open liens and judgments against him. P-1, 4, 5.

120. Respondent has been held in contempt of court and has had sanctions imposed against him in both state and federal court. P-9, 13, 16.

121. Respondent filed a false 2015-2016 PA Attorney's Annual Fee Form, therein falsely certifying that he had received an exemption from the IOLTA Board that would permit him to deposit fiduciary funds in his attorney operating account. P-17, 18.

III. CONCLUSIONS OF LAW

By his conduct as set forth in the Silverstein matter, Respondent violated the following Rules of Professional Conduct:

1. RPC 1.15(b) – A lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded.

2. RPC 1.15(e) – Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment.

3. RPC 8.4(c) - It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

By his conduct as set forth above in the Sanders Estate matter, Respondent violated the following Rules of Professional Conduct:

1. RPC 1.3 – A lawyer shall act with reasonable diligence and promptness in representing a client.

2. RPC 1.5(a) – A lawyer shall not enter into an agreement for, charge, or collect an illegal or clearly excessive fee.

3. RPC 1.15(b) – A lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded.

4. RPC 1.15(e) – Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however that the delivery, accounting and disclosure of Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment.

5. RPC 8.4(c) – It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

Petitioner failed to meet its burden of proof as to violations of RPC 1.1, 1.16(a)(2), 3.1, 3.3(a)(1), 4.4(a), and 8.4(d) in the Sanders Matter.

By his conduct as set forth in the Hatchigian matter, Respondent violated the following Rules of Professional Conduct and Pennsylvania Rule of Disciplinary Enforcement:

1. RPC 1.5(b) – When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation.

2. RPC 1.5(c) – A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall be in writing and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

3. RPC 1.15(b) – A lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded.

4. RPC 1.15(i) – A lawyer shall deposit into a Trust Account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred, unless the client gives informed consent, confirmed in writing, to the handling of fees and expenses in a different manner.

5. RPC 1.16(a)(2) – Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client.

6. RPC 8.4(c) – It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

7. RPC 8.4(d) – It is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

8. Pa.R.D.E. 203(b)(3) – Willful violation of any other provision of the Enforcement Rules shall be grounds for discipline, via Pa.R.D.E. 219(d)(1)(iii), which states that on or before July 1 of each year, all persons required by this rule to pay an annual fee shall file with the Registration Office a signed form prescribed by the Attorney Registration Office in accordance with the following procedures: (1) the form shall set forth: (iii) the Name of each financial institution in this Commonwealth in which the attorney on May 1 of the current year or at any time during the preceding 12 months held funds of a client or a third person subject to Rule 1.15 of the Pennsylvania Rules of Professional Conduct. The form shall include the name and account number for each account in which the lawyer holds such funds, and each IOLTA Account shall be identified as such. The form provided to a person holding a Limited In-House Corporate Counsel License or a Foreign Legal Consultant License need not request the information required by this subparagraph.

IV. DISCUSSION

Disciplinary proceedings against Respondent were instituted by Office of Disciplinary Counsel by way of a Petition for Discipline filed on May 11, 2015. The Petition charged Respondent with violating multiple Rules of Professional Conduct and Rules of Disciplinary Enforcement in three separate matters. Respondent filed an Answer to Petition for Discipline on June 8, 2015, in which he denied engaging in any misconduct. Petitioner has the burden of proving ethical misconduct by a preponderance of the evidence that is clear and satisfactory. ***Office of Disciplinary Counsel v. John T. Grigsby, III***, 425 A.2d 730, 732 (Pa. 1981).

Preliminarily, we address Respondent's exceptions to the Hearing Committee's procedural rulings.

At the disciplinary hearing, the Hearing Committee heard argument on Respondent's objections to the disciplinary charges on the grounds of latches and staleness, and on the ground that the release in the Sanders Estate matter in Orphans' Court barred Petitioner's prosecution of Respondent for violating the Rules of Professional Conduct; the Hearing Committee denied all of Respondent's objections. Next, Respondent argued what he termed a "compulsory non-suit," which the Hearing Committee denied. Further, the Hearing Committee denied Respondent's request to call Disciplinary Counsel as a witness in his case-in chief.

After review of Respondent's exceptions to the Hearing Committee's rulings, we conclude that the Hearing Committee properly denied Respondent's motions. Respondent misapplied the Disciplinary Board Rules in all instances. Contrary to Respondent's contentions, the disciplinary charges in the Sanders Estate matter were not: stale, as a complaint was filed within four years of the commencement of

Respondent's misconduct and Respondent's misappropriation of funds fell within an exception to the staleness rule (D. Bd. Rules Section 85.10 (Stale Matters)); barred by latches as Petitioner proceeded with its investigation and provided Respondent with notice of Petitioner's ongoing investigation; prohibited by principles of equitable estoppel where Respondent's own lack of diligence led to the destruction of his records; and, abated by the settlement and release in the Sanders Estate litigation because Respondent was not a party to the litigation, there was no judgment on the merits, and the issues were not substantially similar.

Further, we conclude that the Hearing Committee did not err: in denying Respondent's request to call the assigned disciplinary counsel as a witness when Respondent failed to make a credible offer of proof to support such a request; denying Respondent's request to call Mr. Hatchigian as a witness when the record reflected that Respondent had expressly withdrawn his request to call Mr. Hatchigian; considering Petitioner's Exhibits P-1 through P-18 when they were properly introduced and accepted into evidence.

Having disposed of these issues, we turn to the charged violations of the Rules. Petitioner produced a comprehensive set of exhibits and the testimony of six witnesses. This, along with Respondent's testimony, Respondent's Answer, and the reasonable inferences therefrom, amply support, by clear and satisfactory evidence, violations of the Rules.

Respondent committed egregious misconduct in three clients' matters, the most serious violations comprising his misappropriation and misapplication of entrusted funds. In the Silverstein matter, Respondent was required to hold funds in escrow, but without securing his client's knowledge or consent, Respondent deposited the

$11,010.00 check into his attorney operating account and converted the funds for his legal fee. In the Sanders Estate matter, Respondent did not appropriately safeguard the funds in the Estate, writing numerous checks payable to himself from the estate account for purported legal fees. Respondent paid himself fees of $310,000.00 for an estate valued at approximately $970,000.00. By his actions, Respondent misappropriated approximately $200,000.00 and took an excessive fee for his representation of the Executor. Respondent reimbursed the estate in the amount of $200,000 only after his handling of the estate was challenged in Orphans' Court. In addition, he failed to exercise reasonable diligence in administering the estate. In the Hatchigian matter, Respondent failed to deposit a $30,000.00 settlement check directly into his escrow account, instead depositing the check into his attorney operating account. Thereafter, Respondent deducted $10,000.00 as his legal fee and held $3,500.00 from the balance to cover deposition costs incurred in the litigation. This was done without a written contingent fee agreement in place and without Mr. Hatchigian's informed, written consent. Subsequently, Respondent failed to pay the deposition costs.

Having concluded that Respondent committed ethical misconduct, this matter is ripe for the determination of discipline. Petitioner requests that the Board recommend disbarment to the Supreme Court, as a result of Respondent's egregious misconduct. Respondent contends that he did not commit professional misconduct and therefore, all disciplinary charges against him must be dismissed. The Hearing Committee recommended disbarment.

After reviewing the Hearing Committee's Report and recommendation, the parties' recommendations as set forth in briefs and at oral argument before the Board, and after considering the nature and gravity of the misconduct as well as the presence

of aggravating or mitigating factors, ***Office of Disciplinary Counsel v. Gwendolyn Harmon***, 72 Pa. D. & C. 4th 115 (2004), we recommend that Respondent be disbarred from the practice of law.

There is no *per se* discipline in Pennsylvania; however, prior similar cases are instructive and are suggestive of the imposition of disbarment when, as here, an attorney's mishandling and misappropriation of entrusted funds in the matters of three clients and related misconduct would likely pose a danger to the public if he continued to practice law. ***Office of Disciplinary Counsel v. James W. Knepp, Jr.***, 441 A.2d 1197, 1201 (Pa. 1982); ***Office of Disciplinary Counsel v. Robert S. Lucarini***, 472 A.2d 186, 189-91 (Pa. 1983).

The Disciplinary Board has made clear that an attorney's "misappropriation of client funds is a serious offense that may warrant disbarment." ***Office of Disciplinary Counsel v. Ronald L. Muha***, No. 121 DB 1999, (D. Bd. Rpt. p. 12, 11/30/2000) (S. Ct. Order 3/23/2001). The Board has explained that substantial public discipline is necessary because "[t]he proper handling of client money goes to the heart of a lawyer's obligations to a client and to mishandle such funds abuses the trust between the lawyer and the client." ***Office of Disciplinary Counsel v. John T. Olshock***, No. 28 DB 2002 (D. Bd. Rpt. p. 10, 7/30/2003) (S. Ct. Order 10/24/2003).

There are a multitude of cases involving misappropriation of client funds, be they funds of a living client or an estate, all of which stand for the proposition that such egregious misconduct constitutes a grave breach of the trust between attorney and client. *See* ***Office of Disciplinary Counsel v. Daniel J. Evans***, No. 152 DB 2000 (D. Bd. Rpt. 12/15/2002) (S. Ct. Order 2/28/2003) (disbarment for misappropriation of $90,000 of estate funds); ***Office of Disciplinary Counsel v. James A. Bolden***, 165 DB

2003 (D. Bd. Rpt. 1/25/2005) (S. Ct. Order 4/19/2005) (three year suspension for misappropriation of entrusted funds; mitigating factors); ***Office of Disciplinary Counsel v. Anthony Dennis Jackson***, 99 DB 2006 (D. Bd. Rpt. 12/12/2007) (S. Ct. Order 4/23/2008) (five year suspension for conversion of $33,285.00 from a wrongful death settlement; mitigating factors); ***Office of Disciplinary Counsel v. Arlin Thrush***, 160 DB 2011 (D. Bd. Rpt. 8/9/2012) (S. Ct. Order 1/10/2013) (disbarment for misappropriation of estate funds in two matters totaling $27,322.50); ***Office of Disciplinary Counsel v. William J. Kerins***, 205 DB 2014 (D. Bd. Rpt. 11/4/2015) (S. Ct. Order 12/29/2015) (disbarment for misappropriation of estate funds totaling more than $36,000).

Standing alone, Respondent's misconduct in any one of the three matters would warrant at the least a lengthy suspension. Viewed in its totality, the misconduct rises to the level of disbarment, particularly after considering the following aggravating factors: Respondent has been found in contempt of court and has been sanctioned in multiple cases (P-9, 13, 16); Respondent filed a false 2015-2016 annual attorney registration statement, therein falsely certifying that he had been granted an exemption from the IOLTA Board that would permit him to deposit fiduciary funds in his attorney operating account (P-17, 18); Respondent has a history of not paying taxing authorities, which has resulted in the imposition of interest, penalties, open liens, and the listing of Respondent's former law office for a Sheriff's Sale. P-1 - P-8. As well, Respondent's failure to express any recognition of his wrongdoing and failure to demonstrate remorse are significant aggravating factors. Respondent offered no mitigation to counterbalance his appearance as an untrustworthy and dishonest practitioner. The sole mitigating factor is Respondent's blemish-free disciplinary record in Pennsylvania since his

admission to the bar in 1963. This factor is not compelling in light of the egregiousness of Respondent's misconduct and the multiple aggravating factors.

The primary purpose of the disciplinary system in Pennsylvania is to protect the public from unfit attorneys and to preserve public confidence in the legal system. ***Office of Disciplinary Counsel v. Anthony C. Capuccio***, 48 A.3d 1231, 1238-39 (Pa. 2012). The evidence produced by Petitioner convincingly proved that Respondent is a danger to the public and the profession itself. The Board is cognizant that disbarment is an extreme sanction which must be imposed only in the most egregious cases, because it represents a termination of the license to practice law without a promise of its restoration at any future time. ***Office of Disciplinary Counsel v. John J. Keller***, 506 A.2d 872, 879 (Pa. 1986). Disbarment is warranted to comply with the guiding decisions reviewed above, and to help regain the trust between attorney and client that was abused by Respondent and restore the integrity of the profession that Respondent tarnished. Where an attorney converts and misappropriates entrusted funds, employs misrepresentations to hide his actions and engages in derelictions of his professional responsibilities in three clients' matters, disbarment is warranted.

V. RECOMMENDATION

The Disciplinary Board of the Supreme Court of Pennsylvania recommends that the Respondent, Raymond J. Quaglia, be Disbarred from the practice of law.

It is further recommended that the expenses incurred in the investigation and prosecution of this matter are to be paid by the Respondent.

Respectfully submitted,

THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

By: _____
David A. Fitzsimons, Board Member

Date: 11/15/16

Board Members Leonard and Goodrich did not participate.