

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1327 Disciplinary Docket No. 3
Petitioner :
 : No. 95 DB 2007
v. :
 : Attorney Registration No. 33411
STEVEN ROBERT GRAYSON, :
Respondent : (Philadelphia)

ORDER

PER CURIAM:

AND NOW, this 20th day of March, 2008, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated November 14, 2007, the Joint Petition in Support of Discipline on Consent is hereby granted pursuant to Rule 215(g), Pa.R.D.E., and it is

ORDERED that Steven Robert Grayson is suspended on consent from the Bar of this Commonwealth for a period of two years and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

A True Copy Patricia Nicola

As of: March 20, 2008

Attest:


Chief Clerk

Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

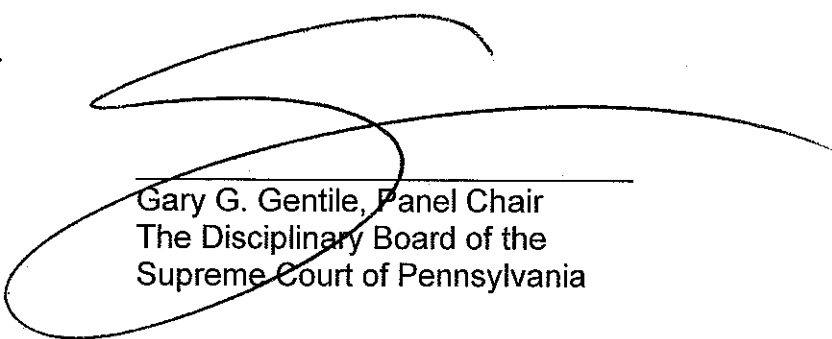
OFFICE OF DISCIPLINARY COUNSEL : No. 95 DB 2007
Petitioner :
v. : Attorney Registration No. 33411
STEVEN ROBERT GRAYSON :
Respondent : (Philadelphia)

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

The Three-Member Panel of the Disciplinary Board of the Supreme Court of Pennsylvania, consisting of Board Members Gary G. Gentile, Charlotte S. Jefferies and Donald E. Wright, Jr., has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on October 22, 2007.

The Panel approves the Joint Petition consenting to a Two Year Suspension and recommends to the Supreme Court of Pennsylvania that the attached Petition be Granted.

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



Gary G. Gentile, Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: November 14, 2007

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: No. 95 DB 2007
v. :
: Atty. Reg. No. 33411
STEVEN ROBERT GRAYSON, :
Respondent : (Philadelphia)

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

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Esquire, Chief Disciplinary Counsel, and by Richard Hernandez, Esquire, Disciplinary Counsel, and Respondent, Stephen Robert Grayson, who is represented by James C. Schwartzman, Esquire, file this Joint Petition In Support Of Discipline On Consent Under Rule 215(d) of the Pennsylvania Rules of Disciplinary Enforcement and respectfully represent that:

1. Respondent, Steven Robert Grayson, was born on June 3, 1953, and was admitted to practice law in the Commonwealth on December 12, 1980. Respondent is currently on active status.

2. According to attorney registration records, Respondent's public access address is 534 Mill Road, Havertown, PA 19083-2511. Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

FILED

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

3. Respondent received a Request for Statement of Respondent's Position (Form DB-7) dated July 24, 2006.

4. By letter dated September 11, 2006, Respondent submitted a response to the DB-7 letter.

5. After Petitioner's Auditor completed his analysis of financial records relating to Respondent's escrow account with Citizens Bank and a review of non-financial documents provided by Respondent, Petitioner sent to Respondent a Supplemental Request for Respondent's position (Form DB-7A) dated December 21, 2006.

6. By letter dated January 9, 2007, Respondent submitted a response to the DB-7A letter.

7. After Petitioner's Auditor completed his analysis of additional financial records provided by Respondent relating to Respondent's escrow account, and a review of additional non-financial documents provided by Respondent, Petitioner sent to Respondent a Supplemental Request for Respondent's position (Form DB-7AA) dated March 15, 2007.

8. By letter dated March 29, 2007, Respondent submitted a response to the DB-7AA letter.

9. Petitioner filed a Petition for Discipline against Respondent with the Secretary of the Disciplinary Board on June 29, 2007. Respondent was served with that Petition on July 10, 2007. Respondent filed an Answer to the Petition with the Secretary of the Disciplinary Board on July 27, 2007.

SPECIFIC FACTUAL ADMISSIONS AND
RULES OF PROFESSIONAL CONDUCT VIOLATED

10. From 1995 through October 31, 2005, Respondent was an attorney with the law office of Rosner and Grayson, P.C. ("Rosner and Grayson"), located at 1420 Walnut Street, Suite 917, Philadelphia, PA 19102.

- a. As an attorney of Rosner and Grayson, Respondent had responsibility for, *inter alia*: supervising the employees of that office; overseeing the storage of that office's client files; maintaining accurate and complete records of client matters; properly handling fiduciary funds received on behalf of clients and third parties; and properly handling funds belonging to Rosner and Grayson.
- b. Respondent had signature authority over the Rosner and Grayson IOLTA trust account and business account, which accounts were maintained through Wachovia Bank, located in Pennsylvania.
- c. Respondent was a 1% shareholder of Rosner and Grayson, with Daniel E. Rosner, Esquire, holding the remaining shares of that law office.
- d. Respondent was prohibited from: maintaining

concurrent employment with another law firm; handling any client matters independently; and referring client matters or prospective client matters to another attorney or law firm.

- e. From 1986 through 2002, Respondent's compensation consisted of a salary plus 50% of the firm's share of legal fees received on any case that Respondent generated from his own personal sources.
- f. Commencing in 2002, Respondent's compensation was modified, so that Respondent received a salary plus 25% of the firm's share of legal fees received on any case that Respondent generated from his own personal sources.

THE DIBRUNO FILE

11. On June 15, 2001, Respondent opened a new client file that he had generated on behalf of Rosner and Grayson, hereinafter identified as "the DiBruno file."

- a. Respondent recorded the DiBruno file in a book that Rosner and Grayson used to record new cases ("the sign up book").
- b. Respondent recorded in the sign up book that the DiBruno file concerned a minor, Miss Elisa DiBruno, who was involved in an automobile accident that occurred on June 4, 2001, that

the file was opened on June 15, 2001, and that the case was assigned file number 01-223.

12. On May 12, 2003, Respondent commenced a civil action in the Philadelphia Court of Common Pleas on behalf of Miss Elisa DiBruno and her parents, said case captioned **David DiBruno, et al. vs. David Epps, et al.**, Case Id. No. 030501169.

13. On September 29, 2004, the court entered a judgment against defendant, the Estate of David Epps, in the amount of \$12,500, in accordance with a Stipulation filed with the court by Respondent and defense counsel.

14. Under cover of letter dated December 1, 2004, hand-delivered to Respondent at Rosner and Grayson, Mr. Joel E. Oshtry, Esquire, enclosed a check in the amount of \$12,500, made payable to David DiBruno and Dorothy DiBruno, Miss Elisa DiBruno's parents.

15. Respondent received Mr. Oshtry's December 1, 2004 letter and the enclosed \$12,500 check.

16. Respondent had Mr. and Mrs. DiBruno endorse the back of the \$12,500 check.

17. Respondent endorsed the back of the \$12,500 check.

18. On February 14, 2005, Respondent filed a Petition for Leave to Settle or Compromise a Minor's Action ("the Petition").

19. On March 9, 2005, the court entered an Order

approving the Petition.

20. The March 9, 2005 Order directed that, *inter alia*:

- a. Respondent was to receive a counsel fee of \$4,030.60 and costs in the amount of \$408.21;
- b. Miss Elisa DiBruno was to receive the sum of \$8,061.19;
- c. Respondent was to purchase a savings certificate for the sum of \$8,061.19, with the funds payable to Miss DiBruno upon reaching majority; and
- d. Respondent was to file with Motion Court within thirty days from the date of the Order, in accordance with Philadelphia County Civ. P. *2039.1(1), proof that he had purchased the savings certificate and an Affidavit certifying compliance with the Order.

21. On March 11, 2005, Respondent deposited the \$12,500 check into an account he maintained with Citizens Bank.

22. Respondent failed to deposit the \$12,500 check into the Rosner and Grayson IOLTA trust account.

23. On March 18, 2005, a certificate of deposit in the amount of \$8,061.19 was purchased on behalf of Miss Elisa DiBruno through Wachovia Bank.

24. Respondent failed to distribute to Rosner and Grayson the sum of \$4,438.81, which amount represented the

fees and costs Rosner and Grayson was entitled to receive from the \$12,500 settlement proceeds, in accordance with the court's March 9, 2005 Order.

25. Without obtaining Mr. Rosner's consent, Respondent used funds belonging to Rosner and Grayson in the sum of \$3,431.27, which amount represents fees and costs Rosner and Grayson was to receive from the \$12,500 settlement proceeds, after deducting Respondent's share of the legal fees, which was \$1,007.54, or 25% of the legal fees awarded (\$4,030.60).

26. On October 31, 2005, Respondent's employment with Rosner and Grayson ceased.

27. On November 5, 2005, Respondent and Mr. Rosner entered into an agreement entitled "Memorandum of understanding between Steven Grayson and Daniel Rosner" ("the Memorandum").

a. The Memorandum provided, *inter alia*, that Respondent and Mr. Rosner were to meet in the Philadelphia office to review missing Rosner and Grayson files.

28. In November 2005, Respondent and Mr. Rosner met to review missing Rosner and Grayson files.

a. One of the Rosner and Grayson files that Respondent and Mr. Rosner discussed was the DiBruno file.

b. The sign up book contained the information set

forth in ¶11.b, *supra*, regarding the DiBruno file but on the line reserved for the DiBruno file there was written in Respondent's hand the word "DROP" and a line was placed across the hand-written listing of the DiBruno file.

- c. Rosner and Grayson's business operating account showed that \$378.21 in costs was expended in connection with the DiBruno file but that no recovery was made.
- d. Mr. Rosner asked Respondent why the DiBruno file was closed without a recovery.
- e. Respondent told Mr. Rosner that there was no recovery because the defendants died in a fire and there was no one to sue and no insurance; therefore, the file was closed.
- f. Mr. Rosner asked Respondent why a lawsuit had been filed.
- g. Respondent answered that the defendants had died after the lawsuit had been filed.
- h. Mr. Rosner asked Respondent why Respondent had not directed the bookkeeper to write off the costs; Respondent offered no reply.

29. By e-mail dated December 13, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*, advised Respondent that he had verified that at least one of the cases

Respondent stated had not resulted in a recovery had settled, that Respondent had been mailed the settlement check, and that the firm had not received its share of fees and costs.

30. By e-mail dated December 19, 2005, sent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of Mr. Rosner's e-mail;
and
- b. requested specific information regarding Mr. Rosner's "allegations/discrepancies."

31. By e-mail dated December 20, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*:

- a. acknowledged receipt of Respondent's e-mail;
and
- b. stated that at this time, he did not have all of the documents to respond to Respondent's request.

32. By e-mail dated December 21, 2005, sent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of Mr. Rosner's e-mail;
- b. claimed that in the Elise DiBruno file there was a \$12,000 or \$13,000 settlement;
- c. alleged that Respondent had asked the attorney to issue the check directly to Miss DiBruno's parents without subtracting fees or costs because of the "high medical bills and serious

injuries";

- d. indicated that Respondent was willing to reimburse the firm its fees and costs; and
- e. represented that Respondent had "lost contact with the parents..."

33. By e-mail dated December 21, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*:

- a. acknowledged receipt of Respondent's e-mail;
- b. requested that Respondent provide him with the original of the DiBruno file and any other Rosner and Grayson files in his possession;
- c. asked Respondent why he had lied about the DiBruno file; and
- d. inquired to what extent Respondent was willing to reimburse fees and costs.

34. By e-mail dated December 21, 2005, sent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of his e-mail;
- b. claimed that he was telling the truth regarding the DiBruno file;
- c. represented that he did not have the DiBruno file or any other Rosner and Grayson files; and
- d. stated that he was willing to reimburse the firm's fees and costs from the \$16,000 in

severance pay he was to receive.

35. By e-mail dated December 21, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*:

- a. acknowledged receipt of Respondent's e-mail;
and
- b. contested point-by-point various statements made in Respondent's e-mail and requested certain additional information from Respondent, including proof that the certificate of deposit was purchased for Miss Elisa DiBruno.

36. By e-mail dated December 22, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*, requested that Respondent respond to his December 21, 2005 e-mail and that Respondent provide the information requested, including proof that the certificate of deposit was purchased.

37. By e-mail dated December 23, 2005, sent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of Mr. Rosner's e-mail;
and
- b. stated that he was willing to settle matters with Mr. Rosner, including an "adjustment" for the DiBruno file.

38. By e-mail dated December 23, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*:

- a. advised Respondent that he would not settle matters with him until Respondent answered his questions; and
- b. posed to Respondent a series of questions he wanted answered.

39. By e-mail dated December 24, 2005, sent to Respondent by Mr. Rosner, Mr. Rosner, *inter alia*:

- a. stated that an investigator working on behalf of his firm had attempted to contact the DiBruno family but they had been unwilling to cooperate;
- b. inquired if Respondent had instructed the family not to cooperate with the investigator; and
- c. noted that Respondent had contacted the investigator.

40. By e-mail dated December 27, 2005, sent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of Mr. Rosner's e-mail;
- b. stated that he would forward proof of purchase of the certificate of deposit;
- c. reiterated that he was willing to reimburse the firm its share of fees and costs in the DiBruno file; and
- d. claimed that the investigator had frightened a

child of thirteen years and that the investigator had hung up the telephone when Respondent had attempted to speak with him.

41. By facsimile transmission dated December 28, 2005, Respondent provided Mr. Rosen with a copy of a document issued by Wachovia Bank which showed that a certificate of deposit had been purchased on behalf of Miss Elisa DiBruno on March 18, 2005.

THE GRAY FILE

42. In or about January 2004, Respondent opened a new client file on behalf of Rosner and Grayson, hereinafter identified as "the Gray file."

- a. Respondent recorded in the sign up book that: the Gray file concerned Ms. Sylvia Whitfield Gray; she was involved in a slip and fall incident; the slip and fall occurred on January 11, 2004, and the date the file was opened; and the case was assigned file number 04-201.

43. On or about November 19, 2004, Respondent settled Ms. Gray's slip and fall case for the sum of \$4,000.

44. On November 19, 2004, Ms. Gray signed a document entitled "Release of All Claims" ("the Release"), settling her claims arising from the slip and fall incident for the sum of \$4,000.

45. Respondent forwarded the Release to the agent for Lynnewood Gardens, Laramar Properties.

46. Sometime in November or December 2004, Respondent received from Laramar Properties a \$4,000 check.

47. Respondent had Ms. Gray endorse the back of the \$4,000 check.

48. Respondent endorsed the back of the \$4,000 check.

49. Respondent deposited the \$4,000 check into an account he maintained with Citizens Bank.

50. Respondent failed to deposit the \$4,000 check in the Rosner and Grayson IOLTA trust account.

51. On December 8, 2004, Respondent presented to Ms. Gray a Distribution Sheet dated December 7, 2004.

a. The Distribution Sheet indicated that: Ms. Gray's slip and fall case had settled for \$4,000; Respondent was withholding legal fees and costs totaling \$1,418.50; and Ms. Gray was receiving the sum of \$2,581.50.

b. Ms. Gray signed the Distribution Sheet.

52. After Mr. Gray signed the Distribution Sheet, Respondent failed to distribute to Rosner and Grayson the sum of \$1,418.50, which amount represented the fees and costs Rosner and Grayson was entitled to receive from the settlement proceeds for Ms. Gray's case.

53. Respondent used the sum of \$1,418.50, which amount

represents fees and costs Rosner and Grayson was to receive from the \$4,000 settlement proceeds for Ms. Gray's case.

54. On November 13, 2005, Respondent and Mr. Rosner had a telephone conversation regarding the Gray file.

a. The sign up book contained the information set forth in ¶42.a, *supra*, regarding the Gray file but on the line reserved for the Gray file there was written the word "DROPPED" and a line was placed across the hand-written listing of the Gray file.

b. Respondent told Mr. Rosner that he had "dropped" the Gray file and that no file existed.

55. Respondent failed to advise Mr. Rosner that:

a. he had successfully settled the Gray file for the sum of \$4,000; and

b. he had received and distributed the settlement proceeds.

56. By letter dated April 3, 2006, sent to Respondent via regular and certified mail, return receipt requested, Mr. Rosner, *inter alia*:

a. advised Respondent that Ms. Gray had contacted Mr. Rosner to request a copy of her legal file for her January 10, 2004 slip and fall case because Ms. Gray was trying to resolve

outstanding medical bills that were not satisfied by her insurance;

- b. stated that he had learned that Respondent had settled Ms. Gray's case for \$4,000;
- c. recounted that on November 13, 2005, Respondent had told him that the Gray file was dropped and that there was no file;
- d. requested from Respondent the Gray file and an explanation; and
- e. directed Respondent not to contact Ms. Gray.

57. By letter dated April 17, 2006, sent by Respondent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of Mr. Rosner's April 3, 2006 letter;
- b. stated that "the entire fee of \$1400.00 in the Sylvia Whitfield Gray matter is being held in escrow pending resolution of our issues...";
- c. advised that he recalled only one "E/R bill" and that he was unaware of any other bills or charges; and
- d. informed Mr. Rosner that if he could prove to him that Ms. Gray was Mr. Rosner's source client, Respondent would reimburse the firm the fees and costs.

58. By letter dated April 18, 2006, sent to Respondent

by regular mail, Mr. Rosner, *inter alia*:

- a. acknowledged receipt of Respondent's April 17, 2006 letter;
- b. provided Respondent with a copy of the "case register" for 2004, which identified Ms. Gray's case as having been "dropped";
- c. enclosed a copy of the "case register" for 2002, showing that Ms. Gray was Mr. Rosner's source client; and
- d. requested a copy of Ms. Gray's file and the fee owed to the firm.

59. By letter dated April 27, 2006, sent by Respondent to Mr. Rosner, Respondent, *inter alia*:

- a. acknowledged receipt of Mr. Rosner's April 18, 2006 letter; and
- b. enclosed a copy of what he claimed to be Ms. Gray's legal file and a check made payable to Ms. Rosner in the amount of \$1,418.50, drawn on an account with PNC Bank entitled "STEVEN R. GRAYSON ESQ. IOLTA TRUST FUND."

THE CLEARY FILE

60. Ms. Mary Janice Cleary retained Respondent to represent her in connection with injuries she sustained from an automobile accident that occurred on October 30, 2002, at Township Line Road and Drexel Avenue in Drexel Hill, PA.

a. Ms. Cleary was a client that Respondent generated.

61. Respondent stored the Cleary file in a location separate and apart from the site where Rosner and Grayson maintained client files.

62. Sometime in November 2004, Respondent settled Ms. Cleary's case for the sum of \$14,000.

63. On November 22, 2004, Ms. Cleary signed a document entitled "STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF FEDERAL TORT CLAIMS PURSUANT TO 28 U.S.C. § 2672" ("the Stipulation"), settling her claims against the United States of America for the sum of \$14,000.

64. Respondent forwarded the Stipulation to the Naval Legal Services Office, Mid Atlantic Claims Department.

65. Sometime in January 2005, Respondent received a \$14,000 check from the United States of America, made payable to Respondent and Ms. Cleary.

66. Respondent deposited the \$14,000 check into his lawyer trust account with Citizens Bank.

67. Respondent failed to deposit the \$14,000 check into the Rosner and Grayson IOLTA trust account.

68. On February 1, 2005, Ms. Cleary signed a Distribution Sheet Respondent had prepared dated February 1, 2005.

a. The Distribution Sheet indicated that: Ms.

Cleary's case had settled for \$14,000; Respondent was withholding legal fees of \$2,800 and costs of \$150.20; and Ms. Cleary was receiving the sum of \$11,049.80.

69. Respondent failed to distribute to Rosner and Grayson not less than \$1,400, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Ms. Cleary's case.

70. Respondent converted to his own use not less than \$1,400, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$14,000 settlement proceeds for Ms. Cleary's case.

THE LIVINGSTON FILE

71. Mrs. Mary M. Livingston retained Respondent to represent her in connection with injuries she sustained from an accident that occurred on April 9, 2003, at or near West Chester Pike and Township Line Road in Delaware County, PA.

- a. Respondent assigned Mrs. Livingston's case a file number of 03-102 ("the Livingston file").
- b. Mrs. Livingston was a client that Respondent generated.

72. Respondent stored the Livingston file in a location separate and apart from the site where Rosner and Grayson maintained client files.

73. Sometime in May 2004, Respondent settled Mrs.

Livingston's case for the sum of \$4,500.

74. On May 25, 2004, Mrs. Livingston signed a document entitled "RELEASE OF ALL CLAIMS" ("the Release"), settling her claims against Elizabeth and Blake Meister ("the Meisters") for the sum of \$4,500.

75. Respondent forwarded the Release to the Meisters' insurance carrier, Nationwide Insurance.

76. Sometime in June 2004, Respondent received a \$4,500 check from Nationwide Insurance, made payable to Respondent and Mrs. Livingston.

77. Respondent deposited the \$4,500 check into his lawyer trust account with Citizens Bank.

78. Respondent failed to deposit the \$4,500 check into the Rosner and Grayson IOLTA trust account.

79. Mrs. Livingston signed a Distribution Sheet Respondent had prepared dated July 15, 2004.

a. The Distribution Sheet indicated that: Mrs. Livingston's case had settled for \$4,500; Respondent was withholding legal fees of \$1,500 and costs of \$70.50; Respondent was withholding the total sum of \$400 to pay Mrs. Livingston's medical bills; and Mrs. Livingston was receiving the sum of \$2,529.50.

80. Respondent failed to distribute to Rosner and Grayson not less than \$750, which amount represented the

minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Mrs. Livingston's case.

81. Respondent converted to his own use not less than \$750, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$4,500 settlement proceeds for Mrs. Livingston's case.

THE KIBBEE FILE

82. In or about September 2003, Ms. Pamela Kibbee retained Respondent to represent her in connection with injuries she sustained while at a Target store located in Watsonville, CA.

- a. Respondent assigned Ms. Kibbee's case a file number of 03-103 ("the Kibbee file").
- b. Ms. Kibbee was a client that Respondent generated.

83. Respondent stored the Kibbee file in a location separate and apart from the site where Rosner and Grayson maintained client files.

84. On or about June 3, 2004, Respondent settled Ms. Kibbee's case for the sum of \$4,700.

85. On June 17, 2004, Ms. Kibbee and her husband, Mr. Aaron Ferrucci, signed a document entitled "RELEASE OF ALL CLAIMS--HUSBAND AND WIFE" ("the Release"), settling their claims against Target for the sum of \$4,700.

86. Respondent forwarded the Release to Richard Vaughn, Claims Examiner, Sedgwick Claims Management Services, Inc. ("SCMS").

87. Sometime in July 2004, Respondent received a \$4,700 check from SCMS, made payable to Respondent, Ms. Kibbee, and Mr. Ferrucci.

88. Respondent deposited the \$4,700 check into his lawyer trust account with Citizens Bank.

89. Respondent failed to deposit the \$4,700 check into the Rosner and Grayson IOLTA trust account.

90. On July 20, 2004, Ms. Kibbee signed a Distribution Sheet Respondent had prepared dated July 15, 2004.

- a. The Distribution Sheet indicated that: Ms. Kibbee's case had settled for \$4,700; Respondent was withholding legal fees of \$1,200 and costs of \$31.13; and Ms. Kibbee was receiving the sum of \$3,468.87.

91. Respondent failed to distribute to Rosner and Grayson not less than \$600, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Ms. Kibbee's case.

92. Respondent converted to his own use not less than \$600, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$4,700 settlement proceeds for Ms. Kibbee's case.

THE COONEY FILE

93. Mr. David Cooney retained Respondent to represent him in connection with injuries he sustained from an automobile accident that occurred on October 21, 2003, at 361 Park Road in Downingtown, PA.

- a. Respondent assigned Mr. Cooney's case a file number of 03-104 ("the Cooney file").
- b. Mr. Cooney was a client that Respondent generated.

94. Respondent stored the Cooney file in a location separate and apart from the site where Rosner and Grayson maintained client files.

95. Sometime in September 2005, Respondent settled Mr. Cooney's case for the sum of \$27,000.

96. On October 8, 2005, Mr. Cooney and his wife, Ms. Marian C. Cooney, signed a document entitled "RELEASE" ("the Release"), settling their claims against Mr. Ignacio Lopez, Ms. Maria O. Lopez, and Ms. Christina Lopez-Moreno, for the sum of \$27,000.

97. Respondent forwarded the Release to Colleen Barazotto, Claims Representative with State Farm Mutual Automobile Insurance Company ("State Farm").

98. Sometime in October 2005, Respondent received a \$27,000 check from State Farm, made payable to Respondent, and Mr. and Ms. Cooney.

99. Respondent deposited the \$27,000 check into his lawyer trust account with Citizens Bank.

100. Respondent failed to deposit the \$27,000 check into the Rosner and Grayson IOLTA trust account.

101. On November 8, 2005, Mr. Cooney signed a Distribution Sheet Respondent had prepared dated October 28, 2005.

- a. The Distribution Sheet indicated that: Mr. Cooney's case had settled for \$27,000; Respondent was withholding legal fees of \$9,450 and costs of \$201.41; and Mr. Cooney was receiving the sum of \$17,348.59.

102. Respondent failed to distribute to Rosner and Grayson not less than \$4,725.00, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Mr. Cooney's case.

103. Respondent converted to his own use not less than \$4,725.00, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$27,000 settlement proceeds for Mr. Cooney's case.

THE McJETT FILE

104. Ms. Kia McJett retained Respondent to represent her in connection with injuries she sustained from an automobile accident that occurred on May 17, 2004, in Philadelphia, PA.

- a. Respondent assigned Ms. McJett's case a file

number of 04-101 ("the McJett file").

b. Ms. McJett was a client that Respondent generated.

105. Respondent stored the McJett file in a location separate and apart from the site where Rosner and Grayson maintained client files.

106. Sometime in May 2005, Respondent settled Ms. McJett's uninsured motorist case for the sum of \$25,000.

107. On June 3, 2005, Ms. McJett signed a document entitled "UNINSURED MOTORIST RELEASE" ("the Release"), settling her uninsured motorist claim for the sum of \$25,000.

108. Respondent forwarded the Release to Ms. McJett's insurance carrier, The Travelers Indemnity Insurance Company ("Travelers").

109. Sometime in June 2005, Respondent received a \$25,000 check from Travelers, made payable to Respondent and Ms. McJett.

110. Respondent deposited the \$25,000 check into his lawyer trust account with Citizens Bank.

111. Respondent failed to deposit the \$25,000 check into the Rosner and Grayson IOLTA trust account.

112. On June 22, 2005, Ms. McJett signed a Distribution Sheet Respondent had prepared.

a. The Distribution Sheet indicated that: Ms. McJett's case had settled for \$25,000;

Respondent was withholding legal fees of \$8,333.35 and costs of \$41.65; and Ms. McJett was receiving the sum of \$16,625.

113. Respondent failed to distribute to Rosner and Grayson not less than \$4,166.68, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Ms. McJett's case.

114. Respondent converted to his own use not less than \$4,166.68, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$25,000 settlement proceeds for Ms. McJett's case.

THE PASTINO FILE

115. Mr. Antonio Pastino retained Respondent to represent him in connection with injuries he sustained from an automobile accident that occurred on August 10, 2004, at Winding Way and 4th Avenue in Broomall, PA.

- a. Respondent assigned Mr. Pastino's case a file number of 04-103 ("the Pastino file").
- b. Mr. Pastino was a client that Respondent generated.

116. Respondent stored the Pastino file in a location separate and apart from the site where Rosner and Grayson maintained client files.

117. Sometime in July 2005, Respondent settled Mr. Pastino's case for the sum of \$7,000.

118. On July 19, 2005, Mr. Pastino signed a document entitled "Release and Settlement of All Claims" ("the Release"), settling his claims against United Parcel Service, Mr. Steven Pacifico, and Liberty Mutual Insurance Company ("Liberty Mutual") for the sum of \$7,000.

119. Respondent forwarded the Release to Liberty Mutual.

120. Sometime in July 2005, Respondent received a \$7,000 check from Liberty Mutual, made payable to Respondent and Mr. Pastino.

121. Respondent deposited the \$7,000 check into his lawyer trust account with Citizens Bank.

122. Respondent failed to deposit the \$7,000 check into the Rosner and Grayson IOLTA trust account.

123. On August 6, 2005, Mr. Pastino signed a Distribution Sheet Respondent had prepared dated July 27, 2005.

a. The Distribution Sheet indicated that: Mr. Pastino's case had settled for \$7,000; Respondent was withholding legal fees of \$2,450 and costs of \$90.76; and Mr. Pastino was receiving the sum of \$4,459.24.

124. Respondent failed to distribute to Rosner and Grayson not less than \$1,225.00, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Mr. Pastino's case.

125. Respondent converted to his own use not less than

\$1,225.00, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$7,000 settlement proceeds for Mr. Pastino's case.

THE BLUM FILE

126. Mr. Blum retained Respondent to represent him in connection with injuries he sustained from an automobile accident that occurred on December 19, 2003, in Staten Island, NY.

- a. Respondent assigned Mr. Blum's case a file number of 03-105 ("the Blum file").
- b. Mr. Blum was a client that Respondent generated.

127. Respondent stored the Blum file in a location separate and apart from the site where Rosner and Grayson maintained client files.

128. Sometime in April 2005, Respondent settled Mr. Blum's case for the sum of \$15,000.

129. On April 23, 2005, Mr. Blum signed a document entitled "RELEASE OF ALL CLAIMS" ("the Release"), settling his claims against Mr. Naim Xheleshi, Ms. Ermina Xheleshi, and GEICO Insurance Company ("GEICO"), for the sum of \$15,000.

130. Respondent forwarded the Release to GEICO.

131. Sometime in May 2005, Respondent received a \$15,000 check from GEICO, made payable to Respondent and Mr. Blum.

132. Respondent deposited the \$15,000 check into his

lawyer trust account with Citizens Bank.

133. Respondent failed to deposit the \$15,000 check into the Rosner and Grayson IOLTA trust account.

134. Sometime in May 2005, Mr. Blum signed a Distribution Sheet Respondent had prepared.

- a. The Distribution Sheet indicated that: Mr. Blum's case had settled for \$15,000; Respondent was withholding legal fees of \$4,980.58 and costs of \$58.29; and Mr. Blum was receiving the sum of \$9,961.13.

135. Respondent failed to distribute to Rosner and Grayson not less than \$2,490.29, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Mr. Blum's case.

136. Respondent converted to his own use not less than \$2,490.29, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$15,000 settlement proceeds for Mr. Blum's case.

THE EDMONSON FILE

137. Mr. Stanley Edmonson retained Respondent to represent him in connection with injuries he sustained from an automobile accident that occurred on November 11, 2004, at Township Line Road and Grove Place in Havertown, PA.

- a. Respondent assigned Mr. Edmonson's case a file number of 04-106 ("the Edmonson file").

b. Mr. Edmonson was a client that Respondent generated.

138. Respondent stored the Edmonson file in a location separate and apart from the site where Rosner and Grayson maintained client files.

139. Sometime in July 2005, Respondent settled Mr. Edmonson's uninsured motorist case for the sum of \$15,000.

140. On August 4, 2005, Mr. Edmonson signed a document entitled "RELEASE AND TRUST AGREEMENT" ("the Release"), settling his uninsured motorist claim for the sum of \$15,000.

141. Respondent forwarded the Release to Mr. Edmonson's insurance carrier, AIG.

142. Sometime in August 2005, Respondent received a \$15,000 check from AIG, made payable to Respondent and Mr. Edmonson.

143. Respondent deposited the \$15,000 check into his lawyer trust account with Citizens Bank.

144. Respondent failed to deposit the \$15,000 check into the Rosner and Grayson IOLTA trust account.

145. On August 24, 2005, Mr. Edmonson signed a Distribution Sheet Respondent had prepared dated August 24, 2005.

a. The Distribution Sheet indicated that: Mr. Edmonson's case had settled for \$15,000; Respondent was withholding legal fees of

\$5,250 and costs of \$79.25; and Mr. Edmonson was receiving the sum of \$9,670.25.

146. Respondent failed to distribute to Rosner and Grayson not less than \$2,625.00, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Mr. Edmonson's case.

147. Respondent converted to his own use not less than \$2,625.00, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$15,000 settlement proceeds for Mr. Edmonson's case.

THE CARTER FILE

148. Ms. Janet Carter retained Respondent to represent her in connection with injuries she sustained from an automobile accident that occurred on February 22, 2001 at Fox Street and Allegheny Avenue in Philadelphia, PA.

- a. Respondent assigned Ms. Carter's case a file number of 01-206 ("the Carter file").
- b. Ms. Carter was a client that Respondent generated.

149. Respondent stored the Carter file in a location separate and apart from the site where Rosner and Grayson maintained client files.

150. Sometime in February 2003, Respondent settled Ms. Carter's case for the sum of \$11,750.

151. On February 5, 2003, Ms. Carter signed a document

entitled "RELEASE AND TRUST AGREEMENT-UMC" ("the Agreement"), settling her uninsured motorist claim for the sum of \$11,750.

152. Respondent forwarded the Release to Ms. Carter's insurance carrier, Nationwide Mutual Insurance Company ("Nationwide").

153. On or about February 18, 2003, Respondent received an \$11,750 check from Nationwide, made payable to Respondent and Ms. Carter.

154. Respondent deposited the \$11,750 check into his lawyer trust account with Citizens Bank.

155. Respondent failed to deposit the \$11,750 check into the Rosner and Grayson IOLTA trust account.

156. Respondent had Ms. Carter sign a Distribution Sheet that Respondent had prepared in February 2003.

- a. The Distribution Sheet indicated that: Ms. Carter's case had settled for \$11,750; Respondent was withholding legal fees of \$4,112.50 and costs of \$86.74; Respondent was withholding the total sum of \$1,800 to pay Ms. Carter's medical bills; and Ms. Carter was receiving the sum of \$5,750.76.

157. Respondent failed to distribute to Rosner and Grayson not less than \$2,056.25, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Ms. Carter's case.

158. Respondent converted to his own use not less than \$2,056.25, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$11,750 settlement proceeds for Ms. Carter's case.

THE YELSON FILE

159. Ms. Sheila Yelson retained Respondent to represent her in connection with injuries she sustained from a slip and fall incident that occurred on October 8, 2002, at or near 1245 Hollow Road, Penn Valley, PA.

a. Ms. Yelson was a client that Respondent generated.

160. Respondent stored the Yelson file in a location separate and apart from the site where Rosner and Grayson maintained client files.

161. Sometime in September 2003, Respondent settled Ms. Yelson's case for the sum of \$1,000.

162. On September 4, 2003, Ms. Yelson signed a document entitled "GENERAL RELEASE" ("the Release"), settling her claims against Manolo Blahnik and his insurance carrier, Pacific Indemnity Company, for the sum of \$1,000.

163. Respondent forwarded the Release to Pacific Indemnity Company.

164. Under cover of letter dated September 30, 2003, Respondent received a \$1,000 check from opposing counsel, Lorraine J. Zwolak, made payable to Respondent and Ms. Yelson.

165. Respondent deposited the \$1,000 check into his lawyer trust account with Citizens Bank.

166. Respondent failed to deposit the \$1,000 check into the Rosner and Grayson IOLTA trust account.

167. In accordance with an agreement Respondent reached with Ms. Yelson, Respondent distributed to Ms. Yelson the sum of \$700 from the \$1,000 settlement check and Respondent retained the sum of \$300 as his legal fee.

168. Respondent failed to distribute to Rosner and Grayson not less than \$150, which amount represented the minimum amount of fees Rosner and Grayson was entitled to receive from the settlement proceeds for Ms. Yelson's case.

169. Respondent converted to his own use not less than \$150, which amount represents the minimum amount of fees Rosner and Grayson was to receive from the \$1,000 settlement proceeds for Ms. Yelson's case.

170. With respect to all of the fiduciary funds due and owing to Rosner and Grayson in all matters identified in the within Joint Petition in Support of Discipline on Consent, Respondent failed to maintain those funds inviolate and knowingly and intentionally converted those funds to his own use, in that the closing balance in Respondent's lawyer trust account with Citizens Bank fell to \$1.00 on numerous occasions when Respondent should have been maintaining the Rosner and Grayson funds that he had misappropriated by depositing those

funds into his lawyer trust account.

171. By his conduct as alleged in Paragraphs 10 through 170 above, Respondent violated the following Rules of Professional Conduct:

- a. RPC 1.15(a) (effective 4/1/88, superseded effective 4/23/05), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be preserved for a period of five years after termination of the representation;
- b. RPC 1.15(a) (effective 4/23/05), which states that a lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a client-lawyer relationship separate from the lawyer's own property. Such property shall be identified

and appropriately safeguarded. Complete records of the receipt, maintenance and disposition of such property shall be preserved for a period of five years after termination of the client-lawyer relationship or after distribution or disposition of the property, whichever is later;

c. RPC 1.15(b) (effective 4/1/88, superseded effective 4/23/05), which states that upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall render a full accounting regarding such property;

d. RPC 1.15(b) (effective 4/23/05), which states that upon receiving property of a client or third person in connection with a client-lawyer relationship, a lawyer shall promptly

notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property; and

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

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

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

173. Respondent hereby consents to that discipline being imposed upon him by the Supreme Court of Pennsylvania. Attached to this Petition is Respondent's executed Affidavit required by Rule 215(d), Pa.R.D.E., stating that he consents to the recommended discipline and including the mandatory acknowledgements contained in Rule 215(d)(1) through (4), Pa.R.D.E.

174. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that there are several mitigating circumstances:

- a. Respondent has admitted engaging in misconduct and violating the charged Rules of Professional Conduct;
- b. Respondent has cooperated with Petitioner, as is evidenced by Respondent's admissions herein and his consent to receiving a suspension of two years;
- c. Respondent has practiced law for almost twenty-seven years and has no record of discipline;
- d. Respondent is remorseful for his misconduct and understands he should be disciplined, as is evidenced by his consent to receiving a suspension of two years; and
- e. Respondent has made full restitution to Mr. Rosner, based on Mr. Rosner's calculation that commencing in 2002, Mr. Rosner's firm was entitled to receive 75% of the legal fees received on any case that Respondent generated from his own personal sources.

175. Precedent suggests that Respondent's misconduct warrants a suspension of two years.

Over the last ten years, discipline in cases involving conversion of law firm funds has ranged from a private reprimand to a three-year suspension. See, e.g., *In re Anonymous*, No. 39 DB 2001 (D.Bd. Rpt. 1/06/03) (private reprimand); *Office of Disciplinary Counsel v. Karen Gwyn Muir*, No. 79 DB 2002 (D.Bd. Rpt. 12/5/03) (S.Ct. Order 3/1/04) (three-month suspension); *Office of Disciplinary Counsel v. Timothy John Blatt*, No. 54 DB 2005, 79 Pa. D.&C.4th 193 (2005) (six-month suspension); *Office of Disciplinary Counsel v. Charles C. Staropoli*, No. 97 DB 2002, 69 Pa. D.&C.4th 116 (2004) (one-year suspension); *Office of Disciplinary Counsel v. James Felix Geronimo*, No. 8 DB 1997 (D.Bd. Rpt. 2/26/98) (S.Ct. Order 4/20/98) (suspension for one year and one day); *Office of Disciplinary Counsel v. Samuel R. Fry*, No. 49 DB 1998 (D.Bd. Rpt. 3/9/01) (S.Ct. Order 5/8/01) (suspension for one year and one day); *Office of Disciplinary Counsel v. Joan Gaughan Atlas*, No. 171 DB 2001 (D.Bd. Rpt. 3/24/04) (S.Ct. Order 6/29/04) (three-year suspension).

Petitioner and Respondent submit that precedent supports a two-year suspension because that term of suspension falls between the suspensions imposed in the cases of *Geronimo*, *Fry*, and *Atlas*, each of which is instructive in determining the discipline to impose.

In *Geronimo*, Respondent Geronimo converted legal fees owed to his law firm over a thirteen-month period. D.Bd. Rpt. at 20. The amount of funds converted was undetermined. In mitigation, Respondent Geronimo: had no record of discipline; admitted his misconduct to the Chief Executive Officer of Respondent's firm; self-reported his misconduct to the Disciplinary Board; cooperated with Office of Disciplinary and waived the filing of a Petition for Discipline; requested transfer to inactive status seventeen months before his suspension; presented favorable character testimony at the disciplinary hearing; and paid his former firm \$53,000.00 in restitution based upon the amount of time each firm partner expended in reviewing the firm's records to determine the extent of the Respondent's misconduct. *Id.* at 15, 18, 20-22.

In *Fry*, Respondent Fry converted \$31,500.00 in fees in six client matters over a period of four months. D.Bd. Rpt. at 6. In mitigation, Respondent Fry: had no record of discipline; presented favorable character testimony at the disciplinary hearing; made restitution; and cooperated throughout the disciplinary proceedings. *Id.* at 4-5, 8-9.

Like Respondent Geronimo and Respondent Fry, Respondent Grayson: converted a substantial sum of money (over \$35,000.00 in fees and costs); has no record of discipline; made restitution; and cooperated by admitting his misconduct.

However, there are distinguishing factors that suggest

that a suspension of one year and one day, as imposed in **Geronimo** and **Fry**, would be too lenient. One salient dissimilar fact is that Respondent Grayson's misconduct is more egregious than Respondent Geronimo's or Respondent Fry's misconduct because Respondent Grayson's misconduct spanned thirty-three months. Another fact that distinguishes Respondent Fry's misconduct from Respondent Grayson's misconduct is that Respondent Grayson converted fees and costs in twelve separate client matters while Respondent Fry converted fees in six client matters. Lastly, unlike Respondent Geronimo, Respondent Grayson cannot offer in mitigation that he self-reported his misconduct and consented to being transferred to inactive status.

In **Atlas**, Respondent Atlas received a three-year suspension for converting approximately \$35,000.00 in fees belonging to her former employer, commingling her funds with fiduciary funds, and failing to hold in trust client funds in several matters over a period of 44 months. D.Bd. Rpt. at 19. The only mitigating factors discussed in **Atlas** were her lack of a record of a discipline and her having achieved and maintained sobriety in her recovery from alcoholism. **Id.** at 23.

There are two significant dissimilarities between the matter at bar and the **Atlas** case which counsel against imposing a three-year suspension as in **Atlas**. First,

Respondent Grayson's misconduct is not as egregious as Respondent Atlas's misconduct because unlike Respondent Atlas, Respondent Grayson did not commingle his funds with fiduciary funds and he did not fail to hold inviolate client funds. Second, Respondent Atlas did not offer in mitigation of discipline restitution, cooperation, and remorse, as presented by Respondent Grayson in the instant matter. This Disciplinary Board stated in *Atlas*, "Furthermore, Respondent has made no restitution of funds as of this date, so[sic] should not be rewarded with a speedier return to practice than is warranted by her behavior." *Id.* at 22.

In sum, the disciplinary cases of *Geronimo*, *Fry*, and *Atlas* support Petitioner and Respondent's joint recommendation for a two-year suspension.

176. Petitioner and Respondent submit that a two-year suspension is appropriate discipline for Respondent's misconduct after considering precedent and weighing the mitigating factors.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. Pursuant to Rule 215(e) and 215(g), Pa.R.D.E., the three-member panel of the Disciplinary Board review and approve the above Joint Petition In Support Of Discipline On Consent and file its recommendation with the Supreme

Court of Pennsylvania in which it is recommended the Supreme Court enter an Order:

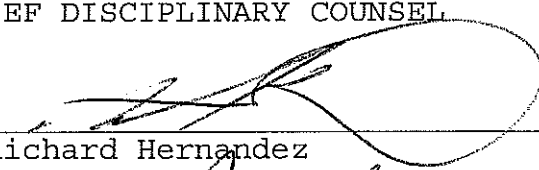
- (i) suspending Respondent from the practice of law for a period of two years; and
- (ii) directing Respondent to comply with all of the provisions of Rule 217, Pa.R.D.E.

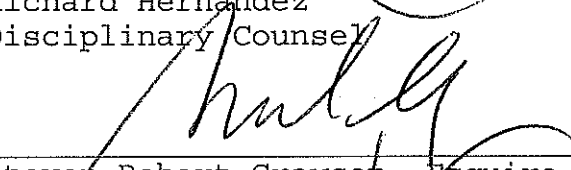
b. Pursuant to Rule 215(i), the three-member panel of the Disciplinary Board order Respondent to pay the necessary expenses incurred in the investigation of this matter as a condition to the grant of the Petition and that all expenses be paid by Respondent before the imposition of discipline under Rule 215(g), Pa.R.D.E.

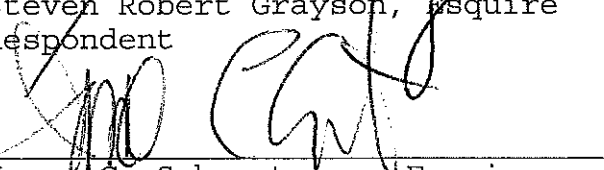
Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

By 
Richard Hernandez
Disciplinary Counsel

By 
Steven Robert Grayson, Esquire
Respondent

By 
James C. Schwartzman, Esquire
Respondent's Counsel

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: No. 95 DB 2007
v. :
: Atty. Reg. No. 33411
STEVEN ROBERT GRAYSON, :
Respondent : (Philadelphia)


VERIFICATION

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

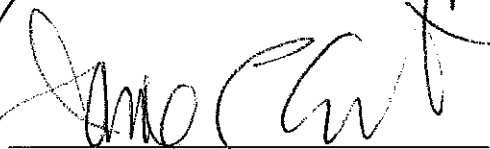
10/16/2007
Date


Richard Hernandez
Disciplinary Counsel

10/12/07
Date


Steven Robert Grayson, Esq.
Respondent

10/16/2007
Date


James C. Schwartzman, Esq.
Respondent's Counsel

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
Petitioner :
: No. 95 DB 2007
v. :
: Atty. Reg. No. 33411
STEVEN ROBERT GRAYSON, :
Respondent : (Philadelphia)

AFFIDAVIT UNDER RULE 215(d), Pa.R.D.E.

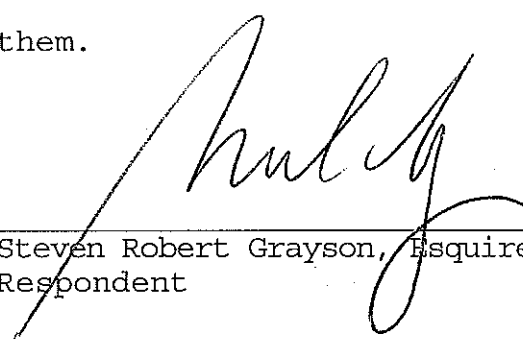
Respondent, Steven Robert Grayson, hereby states that he consents to the imposition of a suspension from the practice of law for a period of two years as jointly recommended by Petitioner, Office of Disciplinary Counsel, and Respondent in the Joint Petition In Support Of Discipline On Consent and further states that:

1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; he is fully aware of the implications of submitting the consent; and he has consulted with James C. Schwartzman, Esquire, in connection with the decision to consent to discipline;

2. He is aware that there is presently pending a disciplinary proceeding at 95 DB 2007 involving allegations that he has been guilty of misconduct as set forth in the Joint Petition;

3. He acknowledges that the material facts set forth in the Joint Petition are true; and

4. He consents because he knows that if the charges pending at No. 95 DB 2007 continued to be prosecuted, he could not successfully defend against them.



Steven Robert Grayson, Esquire
Respondent

Sworn to and subscribed
before me this 12th
day of October, 2007.



Notary Public

