IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 1971 Disciplinary Docket No. 3
	:	
v.	:	No. 44 DB 2013 and File Nos. C1-13-356 and C1-13-534
	:	
DENNIS G. YOUNG, JR., Respondent	:	Attorney Registration No. 89682
	:	
	:	(Philadelphia)

ORDER

PER CURIAM:

AND NOW, this 25th day of September, 2013, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated August 9, 2013, 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 Dennis G. Young, Jr., is suspended on consent from the Bar of this Commonwealth for a period of thirty months and he shall comply with all the provisions of Rule 217, Pa.R.D.E.

A True Copy Patricia Nicola
As Of 9/25/2013

Attest:
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

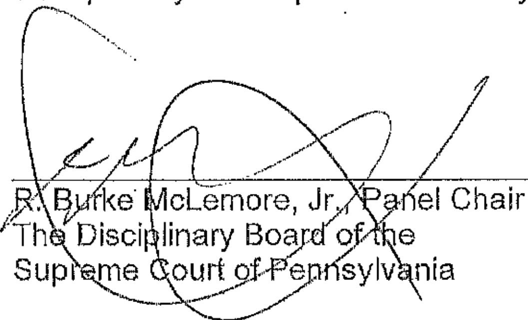
OFFICE OF DISCIPLINARY COUNSEL Petitioner	:	No. 44 DB 2013 & File Nos. C1-13-356 & C1-13-534
v.	:	Attorney Registration No. 89682
DENNIS G. YOUNG, JR. Respondent	:	(Philadelphia)

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 R. Burke McLemore, Jr., Tracey McCants Lewis and David E. Schwager, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on July 25, 2013.

The Panel approves the Joint Petition consenting to a 30 month 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.



R. Burke McLemore, Jr., Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: 8/9/2013

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 44 DB 2013; and
v.	:	ODC File Nos. C1-13-356 & C1-13-534
	:	Atty. Reg. No. 89682
DENNIS G. YOUNG, JR., Respondent	:	(Philadelphia)

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

Petitioner, Office of Disciplinary Counsel ("ODC"), by Paul J. Killion, Chief Disciplinary Counsel, and Harriet R. Brumberg, Disciplinary Counsel, and Respondent, Dennis G. Young, Jr., Esquire, by Respondent's counsel, William J. Honig, Esquire, file this Joint Petition In Support of Discipline on Consent under Pennsylvania Rule of Disciplinary Enforcement ("Pa.R.D.E.") 215(d), and respectfully represent that:

I. BACKGROUND

1. Petitioner, whose principal office is located at PA Judicial Center, Suite 2700, 601 Commonwealth Avenue, Harrisburg, PA 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

FILED
JUL 25 2013
Office of the Secretary
The Disciplinary Board of the
Supreme Court of Pennsylvania

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

2. Respondent, Dennis G. Young, Jr., was admitted to practice law in the Commonwealth on November 12, 2002.

3. Respondent maintains an office for the practice of law at 1500 Walnut Street, Suite 700, Philadelphia, PA 19102.

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

II. FACTUAL ADMISSIONS AND VIOLATIONS OF RULES OF PROFESSIONAL CONDUCT

5. Respondent specifically admits to the truth of the factual allegations and conclusions of law contained in paragraphs 1 through 177, *infra*.

A. BACKGROUND

6. From September 2009 until September 24, 2010, Respondent was employed by the law firm of Larry Pitt & Associates, P.C. (hereinafter "Pitt"), as an associate attorney in the Personal Injury Department.

7. From approximately October 2010 to December 2010, Respondent was employed by Damon K. Roberts & Associates (hereinafter "Roberts") as an associate attorney.

8. From December 6, 2010 through August 22, 2011, Respondent was employed as a full-time attorney by the law firm of Bowman & Kavulich, Ltd., now doing business as Bowman & Partners, LLP (hereinafter "Bowman").

9. From September 16, 2011 to September 23, 2011, Respondent had a fee sharing agreement with Bowman.

B. IMPROPER SOLICITATION

CHARGE I: EUNICE ISAAC

10. On or about March 2, 2008, Ms. Eunice Isaac was involved in a slip and fall accident at the Old Country Buffet.

11. On March 2, 2008, Ms. Isaac signed a contingent fee agreement with Pitt.

12. On October 27, 2009, George D. Walker, Esquire, an attorney with Pitt, filed a civil complaint on behalf of Ms. Isaac against Old Country Buffet in the Court of Common Pleas of Philadelphia County; the case was docketed at No. 4129, October Term (2009).

13. As an associate with Pitt, Respondent was assigned to handle Ms. Isaac's case.

14. On August 12, 2010, Respondent represented Ms. Isaac at an arbitration hearing, after which time the arbitrators found for plaintiff and against defendant in

the amount of $20,000, after net deduction for plaintiff's negligence.

15. On September 23, 2010, Ms. Isaac signed a release with Old Country Buffet to settle her case.

16. On September 27, 2010, shortly after Pitt terminated Respondent's employment with the firm, Respondent went, uninvited, to Ms. Isaac's house.

a. Mr. Gregory Giddens, Ms. Isaac's nephew, was also at Ms. Isaac's house.

17. While at Ms. Isaac's house, Respondent:

a. told Ms. Isaac that "I got something to tell you about your case";

b. instructed Ms. Isaac that in order for her to receive her settlement funds, she must sign the papers that Respondent had prepared for her signature;

c. failed to explain to Ms. Isaac that by signing Respondent's papers, she would be terminating Pitt's representation;

d. failed to explain to Ms. Isaac that her case had been settled on September 23, 2010, and there were no pending matters that required Respondent's representation;

e. deceived Ms. Isaac into signing papers terminating Pitt's representation and retaining Respondent to represent her; and

f. promised Ms. Isaac that "I'll bring you that money in two weeks."

18. On October 19, 2010, Phyllis D. Haskin, Esquire, an attorney with Pitt, filed a Motion to Enforce Settlement of the arbitration award in favor of Ms. Isaac and Pitt.

19. By letter dated November 12, 2010, Ms. Isaac advised Respondent that she terminated Respondent's representation, requested Respondent to cease all further contact with her, and instructed Respondent to "Just leave [her] cash alone."

a. Respondent received Ms. Isaac's letter.

20. From time to time thereafter, Respondent attempted to contact Ms. Isaac at various hours of the day and evening.

21. By Order dated November 18, 2010, the Honorable Gary DiVito granted Ms. Haskin's Petition to Enforce Settlement and ordered defendant to remit payment of $18,000 with a check payable to "Eunice Isaac and Larry Pitt & Associates only."

22. On November 19, 2010, Respondent entered his appearance as co-counsel on behalf of Ms. Isaac.

23. On November 22, 2010, Respondent filed a Motion for Reconsideration of Judge DiVito's November 18, 2010 Order.

24. By Order dated December 1, 2010, Judge DiVito vacated his Order of November 18, 2010, and ordered defendant to make payment of $18,000 by check payable to "Eunice Isaac and Damon K. Roberts & Associates."

25. On December 8, 2010, Ms. Haskin filed a motion for reconsideration of Judge DiVito's December 1, 2010 Order; on January 7, 2011, Respondent filed an answer in opposition.

26. On December 20, 2010, Old Country Buffet filed a Petition for Payment into Court; on February 8, 2011, Judge DiVito granted Old Country Buffet's petition and ordered that Pitt and/or Roberts shall pay $1,000 to Old Country Buffet as partial reimbursement of its costs and attorney's fees incurred in connection with the attorneys' fee dispute.

27. By Order dated March 9, 2011, Judge DiVito ordered Respondent and Pitt to provide the Court, within ten days, "with copies of their fee and retainer agreements together with an itemized list of their fees and costs."

28. On March 11, 2011, Ms. Isaac signed an affidavit that provided:

> Mr. Young advised me that in order to get the settlement money I would have to sign a form so that he could represent me. I believed that Dennis Young was acting on behalf of Larry Pitt & Associates so I signed the paperwork.

29. Respondent engaged in deceitful conduct in that Ms. Isaac was not compelled to retain Respondent in order for her to receive her settlement funds.

30. By Order dated March 28, 2011, Judge DiVito ordered Respondent and Mr. Pitt to appear for a hearing on April 12, 2011, and directed Mr. Pitt to ensure the presence of Ms. Isaac.

31. On April 12, 2011, a hearing was held before Judge DiVito, during which Ms. Isaac:

a. testified that Mr. Pitt was her attorney when her case settled on September 23, 2010 (N.T. p. 11);

b. stated that Mr. Pitt was "still" her attorney when Respondent came to her house (N.T. p. 11);

c. admonished that Respondent "had no right coming to [her] house when Mr. Pitt was handling [her] case" (N.T. p. 12);

d. noted that she "should have never signed anything" and "should have asked [Respondent] to leave [her] house immediately" (N.T. p. 13);

e. accused Respondent of calling her and harassing her on the telephone (N.T. p. 16);

f. reiterated that she "signed the paper" Respondent gave her, "[b]ut still Mr. Pitt was representing [her]" (N.T. p. 23);

g. represented that she "didn't pay any attention to" the papers Respondent had her sign terminating Mr. Pitt's representation (N.T. p. 28); and

h. explained that Pitt had been her attorney since December 2002 (N.T. pp. 30, 31).

32. At the hearing, Mr. Giddens testified that:

a. Ms. Isaac "didn't understand what really was going on" (N.T. p. 43);

b. Ms. Isaac thought that Respondent was "working for Pitt & Associates" (N.T. p. 43); and

c. he recalled Respondent stating that he was "allowed to finish up what [Respondent] had going under Larry Pitt" and that Respondent was "finishing up for Larry Pitt" (N.T. p. 43).

33. By Memorandum and Order dated April 13, 2011, Judge DiVito found that:

a. Ms. Isaac said she was deceived by Respondent "into signing documents unread, upon the belief that 'he was finishing up her case for Mr. Pitt' and the promise that 'he would get her her money in two weeks'";

b. on cross-examination, Ms. Isaac remained unshaken and adamant that Mr. Pitt was her lawyer;

c. Ms. Isaac "made it clear that she wanted nothing to do with Mr. Young and her anger was patent";

d. Ms. Isaac was "most credible"; and

e. Larry Pitt, Esquire, was Ms. Isaac's "rightful attorney."

34. By Order dated April 13, 2011, Judge DiVito ordered that the Prothonotary issue an $18,000 check payable to "Larry Pitt & Associates and Eunice Isaacs."

35. By his conduct as alleged in paragraphs 10 through 34 above, Respondent violated the following rules:

a. RPC 7.3(b)(2), which states that a lawyer may contact, or send a written communication to, a prospective client for the purpose of obtaining professional employment unless the person has made known to the lawyer a desire not to receive communications from the lawyer;

b. RPC 7.3(b)(3), which states that a lawyer may contact, or send a written communication to, a prospective client for the purpose of obtaining professional employment unless the communication involves coercion, duress, or harassment;

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

d. RPC 8.4(d), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

CHARGE II: HENRY POINDEXTER

36. On January 27, 2009, Mr. Henry Poindexter signed a contingency fee agreement with Pitt to handle his cause of action arising out of his January 23, 2009 personal injury accident.

37. Respondent was assigned to handle Mr. Poindexter's case.

38. On or about October 1, 2010, Respondent met with Mr. Poindexter about his personal injury matter, during which time Respondent:

a. stated falsely that Pitt was going out of business;

b. misled Mr. Poindexter to believe that Mr. Poindexter had no choice but to retain Respondent to represent him in his personal injury matter;

c. advised Mr. Poindexter that Respondent and thirteen other employees had left Pitt and joined Roberts;

d. misrepresented that Roberts was renovating his office to accommodate the additional Pitt staff;

e. informed Mr. Poindexter that Respondent would settle his accident case within one month; and

f. deceived Mr. Poindexter to believe that Respondent had received his file from Pitt.

39. Based on Respondent's dishonest conduct, Mr. Poindexter sent a letter to Mr. Pitt terminating Pitt's representation and requesting that Mr. Pitt forward Poindexter's entire file to Roberts.

40. By letter to Respondent dated November 8, 2010, Mr. Poindexter terminated Respondent's representation, explained that he wished to continue to be represented by Pitt, and requested that Respondent's "harassment end at once."

41. By his conduct as alleged in paragraphs 36 through 40 above, Respondent violated the following rules:

a. RPC 7.3(b)(3), which states that a lawyer may contact, or send a written communication to, a prospective client for the purpose of obtaining professional employment unless the communication involves coercion, duress, or harassment; and

b. RPC 8.4(c), which states that it is professional misconduct for a lawyer to

engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

CHARGE III: THOMAS JOHNSON

42. On January 22, 2008, Mr. Thomas Johnson retained Pitt to represent him in a personal injury matter arising from his January 6, 2008 automobile accident.

43. Respondent was assigned to handle Mr. Johnson's legal matter.

44. In late September or early October 2010, Respondent sent Mr. Johnson a letter informing him that Respondent had left Pitt and providing Respondent's new contact information.

45. After Respondent sent Mr. Johnson the above-described letter, Respondent repeatedly called Mr. Johnson.

46. Upon reaching Mr. Johnson on the telephone:

a. Respondent explained that Respondent was no longer with Pitt;

b. Respondent told Mr. Johnson that he "would have a more positive outcome with" Respondent because Respondent "knew people on the defense side of the case"; and

c. Mr. Johnson advised Respondent that he wanted to think about leaving Pitt and would

call Respondent back if he wanted to retain Respondent's services.

47. Mr. Johnson never called Respondent back or advised Respondent that he wanted to retain Respondent as his attorney.

a. Mr. Johnson thereby made known that he did not want to receive communications from Respondent.

48. Respondent repeatedly called Mr. Johnson and attempted to "pressure" him to retain Respondent as his attorney.

49. During Respondent's last telephone conversation with Mr. Johnson, Respondent engaged in harassing conduct, which caused Mr. Johnson to abruptly terminate the call and hang up the telephone.

50. By his conduct as alleged in paragraphs 42 through 49 above, Respondent violated the following rules:

a. RPC 7.3(b)(2), which states that a lawyer may contact, or send a written communication to, a prospective client for the purpose of obtaining professional employment unless the person has made known to the lawyer a desire not to receive communications from the lawyer; and

b. RPC 7.3(b)(3), which states that a lawyer may contact, or send a written communication to, a prospective client for the purpose of obtaining professional employment unless the communication involves coercion, duress, or harassment.

C. CONDUCT PREJUDICIAL TO THE ADMINISTRATION OF JUSTICE

CHARGE IV: MELISSA N. WALKER

51. On August 13, 2007, Ms. Melissa N. Walker was involved in a slip and fall accident at Ammons Supermarket, LLC (Ammons).

52. On August 15, 2007, Ms. Walker signed a contingent fee agreement with Pitt.

53. On July 27, 2009, George D. Walker, Esquire, an attorney with Pitt, filed a civil complaint on behalf of Ms. Walker against Ammons in the Court of Common Pleas of Philadelphia County; the case was docketed at No. 3408, July Term (2009).

54. As an associate with Pitt, Respondent was assigned to handle Ms. Walker's case.

55. On March 24, 2010, an arbitration hearing was held on Ms. Walker's case, after which the arbitrators found for plaintiff and against defendant in the amount of $17,500.

56. On or before June 9, 2010, Respondent negotiated a $16,250 settlement agreement with defendant in Ms. Walker's case.

57. By letter to Respondent dated June 9, 2010, Nancy J. Leddy, Esquire, counsel for Ammons:

a. confirmed that Ms. Walker had accepted a settlement of $16,250 to fully settle her case;

b. enclosed a General Release for Ms. Walker's execution;

c. enclosed a Stipulation to Withdraw the Appeal and an Order to Satisfy the Award of Arbitrators; and

d. explained that upon her receipt of the signed release and enclosed documents, she would request a $16,250 settlement check.

58. By letter dated June 16, 2010, from Respondent to Ms. Walker, Respondent:

a. enclosed the General Release in the amount of $16,250; and

b. requested that Ms. Walker sign the General Release and return it in the enclosed, stamped, self-addressed envelope.

59. On June 23, 2010, Ms. Walker signed the General Release and had it notarized by Pitt's notary.

60. Respondent received the signed General Release from Ms. Walker.

61. On June 26, 2010, Respondent forwarded only the signature page of the General Release to Ms. Leddy.

62. Respondent failed to forward the entire General Release, Stipulation to Withdraw Appeal, an Order to Satisfy the Award of Arbitrators, and a W-9 to Ms. Leddy.

63. On July 14, 2010, Respondent forwarded the Praecipe to Satisfy the Award of the Arbitrators to Ms. Leddy.

64. On July 23, 2010, the Honorable Sandra M. Moss, having been advised that Ms. Walker's case had been settled, had Ms. Walker's case marked "discontinued" on the Prothonotary's docket and removed the case from the applicable list and inventory of pending cases.

65. On July 1, 22, and 30, August 24, September 4, and 24, 2010, Ms. Leddy requested that Respondent send her all of the documents she had previously forwarded to Respondent so that Ammons could issue a settlement check.

66. On September 27, 2010, Respondent met with Ms. Walker, during which time Respondent:

a. advised Ms. Walker that Respondent was no longer employed at Pitt;

b. misled Ms. Walker to believe that there was still outstanding legal work to do in order for her to receive her funds in the Ammons matter; and

c. requested that Ms. Walker write to Pitt terminating Pitt's representation and instructing Pitt to transfer her file to Respondent's new employer, Damon K. Roberts & Associates.

67. By letter dated September 28, 2010, Ms. Walker advised Pitt that she retained Roberts to represent her and requested that Pitt forward her file to Roberts.

68. On October 27, 2010, Ms. Haskins filed Plaintiff's Petition to Enforce Settlement on behalf of Pitt, alleging, in pertinent part, that:

a. at no time was Respondent ever counsel of record for Ms. Walker;

b. on June 9, 2010, while Respondent was an employee of Pitt, Respondent settled Ms. Walker's case for $16,250;

c. on June 23, 2010, Ms. Walker signed the release;

d. on June 26, 2010, Respondent purportedly forwarded the signed release to Nancy C. Leddy, Esquire, counsel for defendant Ammons;

e. on July 14, 2010, Respondent forwarded the Order to Satisfy the Award of Arbitrators to the Court;

f. on July 23, 2010, Judge Moss entered an order indicating that the case was settled;

g. on September 4 and 24, 2010, Ms. Leddy repeatedly requested that Respondent send her the complete release;

h. but for the fact that Respondent failed to timely and properly forward the complete release to Ms. Leddy, Ammons would have issued the settlement check and Ms. Walker would have had her funds; and

i. the Court should enter an Order against Ammons to remit payment, in the amount of $16,250, to Melissa Walker and Larry Pitt & Associates.

69. On November 11, 2010, Ammons filed a response to the Petition to Enforce Settlement, alleging that it did not receive the entire signed release until September 30,

2010, after the dispute with Respondent and Pitt had arisen.

70. On November 18, 2010, Respondent filed an entry of appearance on behalf of Melissa Walker.

71. On January 20, 2011, Respondent filed a response to the Petition to Enforce Settlement, alleging, in pertinent part, that:

a. on or about September 27, 2010, Ms. Walker retained Respondent to represent her in a slip and fall accident matter;

b. Pitt did not forward the complete executed release to Ammons until September 30, 2010;

c. "a contract is not formed until acceptance of the offer is received in writing. Uniform Commercial Code-Article 2.";

d. since Ms. Walker was no longer represented by Pitt at the time that Pitt forwarded the release, "Pitt had no right or authority to settle this matter on behalf of Plaintiff"; and

e. the Court should order Ammons to issue a $16,500 settlement check to "Bowman & Kavulich [Respondent's then employer] and Melissa Walker."

72. Respondent's pleading was frivolous, in that:

a. Respondent knew that Ms. Walker had signed the release accepting the offer on June 23, 2010;

b. Respondent knew that the Court had discontinued Ms. Walker's case on July 23, 2010, after having been advised that the matter had settled; and

c. as a matter of *quantum meruit* contract law, Pitt was entitled to Pitt's legal fee.

73. Respondent's response to the Petition to Enforce had no substantial purpose other than to delay or burden a third person.

74. By Order dated January 21, 2011, Judge Moss granted, in part, Pitt's Petition to Enforce Settlement and ordered Ammons to make payment of $16,250:

> as soon as the two attorneys who claim to represent plaintiff settle their differences about who gets the fee and/or how much each attorney will get from the fee. Said attorneys must resolve their differences within 30 days. (underscoring in original)

75. Respondent did not resolve his differences with Pitt within 30 days.

76. On March 28, 2011, Pitt filed Plaintiff's Petition to Order Defendant to Make A Check Payable to

Larry Pitt & Associates and Melissa Walker Only; in pertinent part, the Petition:

a. stated that Ms. Walker's "case was settled **months** before" Respondent left Pitt's firm (emphasis in original);

b. explained that the dispute cannot be resolved without Court intervention; and

c. requested that the Court enter an Order for Ammons to issue a $16,250 settlement check "payable to Melissa Walker and Larry Pitt & Associates only."

77. Respondent received Pitt's Petition.

78. Respondent did not file an answer to the Petition.

79. On April 15, 2011, Ammons filed an Answer, alleging in pertinent part, that as a result of Ammons having been forced to respond twice to the same Petition, Ammons should be reimbursed $270 in attorney's fees for preparation of a response.

80. By Order dated May 4, 2011, Judge Moss ordered that Ammons make a $16,250 check payable to "Larry Pitt & Associates and Melissa Walker."

81. Respondent's litigation was frivolous and lacked a good faith basis in law or fact.

82. Respondent's litigation was prejudicial to the administration of justice in that it expended the limited time and resources of the Philadelphia Court system.

83. By his conduct as alleged in paragraphs 51 through 82 above, Respondent violated the following rules:

a. RPC 3.1, which states that a lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established;

b. RPC 4.4(a), which states that in representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining

evidence that violate the legal rights of such a person;

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

d. RPC 8.4(d), which states that it is professional misconduct for a lawyer to engage in conduct that is prejudicial to the administration of justice.

CHARGE V: SHARON HALSELL-BROWN

84. On July 21, 2006, Ms. Sharon Halsell-Brown was involved in a slip and fall accident.

85. On or about July 21, 2006, Ms. Halsell-Brown signed a contingent fee agreement with Pitt.

86. On June 26, 2008, Neil S. Kerzner, Esquire, an attorney with Pitt, filed a civil complaint on behalf of Ms. Halsell-Brown against defendants 2700 North Broad Street, LLC (hereinafter N. Broad) and City of Philadelphia (Philadelphia) in the Court of Common Pleas of Philadelphia County; the case was docketed at No. 4472, June Term (2008).

87. As an associate with Pitt, Respondent was assigned to handle Ms. Halsell-Brown's case.

88. On March 16, 2010, a panel of arbitrators entered an award: in favor of Ms. Halsell-Brown and against N. Broad in the amount of $25,263.93; and in favor of Philadelphia.

89. On or before August 31, 2010, Respondent settled Ms. Halsell-Brown's case for $14,500.

90. By letter to Respondent dated August 31, 2010, from Richard W. Yost, Esquire, and Timothy R. Chapin, Esquire, counsel for N. Broad, Messrs. Yost and Chapin confirmed that Respondent settled Ms. Halsell-Brown's case for $14,500.

91. By letter to Respondent dated September 14, 2010, Messrs. Yost and Chapin enclosed the General Release to be signed by Ms. Halsell-Brown and explained that upon receipt of the Release and a time-stamped Order to Settle, Discontinue and End, Messrs. Yost and Chapin would forward Respondent's check.

92. On September 27, 2010, Respondent met with Ms. Halsell-Brown, during which time Respondent:

a. falsely stated that Respondent had voluntarily left Pitt;

b. requested that Ms. Halsell-Brown terminate her representation with Pitt and retain Respondent's then-employer, Roberts; and

c. had Ms. Halsell-Brown execute a General Release of her claim for total consideration of $14,500, of which $13,000 was to be paid by N. Broad and $1,500 was to be paid by Philadelphia.

93. By letter dated September 27, 2010, from Ms. Halsell-Brown to Pitt, Ms. Halsell-Brown advised Pitt that she retained Roberts to represent her and requested that Pitt forward her file to Roberts.

94. By hand-delivered letter from Respondent to Mr. Chapin, dated September 27, 2010, Respondent enclosed Ms. Halsell-Brown's executed General Release and requested that Mr. Chapin forward a $14,500 check "made payable to Damon K. Roberts & Associates and Sharon Halsell."

95. By facsimile transmitted letter dated October 1, 2010, from Respondent to the Complex Litigation Center, Respondent wrote that a settlement had been reached in Ms. Halsell-Brown's matter and that her case should be removed from the trial list.

96. By letter dated October 1, 2010, from Ms. Halsell-Brown to Respondent, Ms. Halsell-Brown advised Respondent to cease: representing her; all legal action on her cases; and contacting her.

a. Respondent received Ms. Halsell-Brown's letter.

97. On October 1, 2010, Ms. Halsell-Brown executed a duplicate General Release of her claim for total consideration of $14,500, of which $13,000 was to be paid by N. Broad and $1,500 was to be paid by Philadelphia.

98. By letter dated October 1, 2010, sent to Respondent and Mr. Pitt via facsimile, Messrs. Yost and Chapin wrote:

a. advising Respondent that Ms. Halsell-Brown had signed two General Releases settling her case with N. Broad and Philadelphia;

b. stating that both Respondent and Pitt purported to be representing Ms. Halsell-Brown; and

c. explaining that no settlement check would be forwarded until the issue of representation had been resolved.

99. By Order dated October 4, 2010, the Honorable Esther R. Sylvester explained that the Court had been advised that Ms. Halsell-Brown's case had been settled and ordered that the case be marked "discontinued" and removed from the inventory of pending cases.

100. On October 14, 2010, Ms. Haskins filed Plaintiff's Petition to Enforce Settlement, alleging, in pertinent part:

a. at no time was Respondent ever Counsel of Record for Ms. Halsell-Brown;

b. on August 31, 2010, while Respondent was a Pitt employee, Respondent settled Ms. Halsell-Brown's case for $14,500;

c. on October 1, 2010, Ms. Halsell-Brown signed a General Release settling her case for $13,000 from N. Broad and $1,500 from Philadelphia;

d. by facsimile transmitted letter dated October 1, 2010, Ms. Halsell-Brown notified Respondent that she terminated Respondent's representation and wanted to proceed with Pitt;

e. on October 12, 2010, Mr. Chapin advised Ms. Haskins that due to Respondent's dispute, "a Court Order was the only viable method to insure that" Ms. Halsell-Brown and the carrier were protected; and

f. the Court should enter an Order to make checks payable to Sharon Halsell-Brown and Larry Pitt & Associates only.

101. On November 19, 2010, Respondent filed a Motion to Enforce Settlement and For Sanctions For Failure to Timely Deliver Settlement Funds, alleging, in pertinent part, that:

a. on September 27, 2010, Ms. Halsell-Brown had retained Respondent "to represent her in a pending action stemming from a slip and fall accident on July 20, 2006";

b. "[s]ubsequently, the parties reached an agreement to settle the matter for $14,500" (emphasis added);

c. on September 27, 2010, Respondent hand-delivered Ms. Halsell-Brown's executed release to counsel for defendants;

d. defendants have not forwarded the funds to complete the settlement despite the fact that there is a legally binding settlement agreement;

e. the Court should issue an order "(1) compelling Defendant to issue the settlement check to Plaintiff's counsel,

'Damon K. Roberts & Associates and Sharon Halsell-Brown'"; and

f. the Court should issue an order that "(2)Defendant pay forthwith simple interest at the rate of 3.25% on $14,500 from October 17, 2010 . . . to the date of delivery of the settlement funds, together with attorney's fees and costs in the amount of $402.68."

102. Respondent's Motion was false and misleading in that:

a. the parties had agreed to settle Ms. Halsell-Brown's case for $14,500 on or before August 31, 2010, which was <u>prior</u> to when Ms. Halsell-Brown had retained Respondent; and

b. there was no matter pending when Ms. Halsell-Brown had retained Respondent.

103. Respondent's motion to enforce settlement and request for sanctions was frivolous in that:

a. there was no factual or legal basis for Respondent's claim of entitlement to any of Ms. Halsell-Brown's settlement funds as Respondent knew that Respondent had settled

Ms. Halsell-Brown's legal matter on or before August 31, 2010, when Respondent was an employee of Pitt; and

b. Respondent had received prompt notice from Mr. Chapin that he was unable to authorize payment of the settlement funds because of Respondent's dispute with Pitt.

104. Respondent's response to the Petition to Enforce had no substantial purpose other than to delay or burden a third person.

105. By facsimile transmitted letter dated November 19, 2010, Mr. Chapin:

a. advised Respondent that he had received a copy of Respondent's motion for sanctions filed against N. Broad;

b. reminded Respondent that he had previously advised Respondent that his client's delay in distributing funds was "solely attributable to [Respondent's] dispute with Larry Pitt's office";

c. stated that Respondent's motion was "not only an unethical and impermissible use of the courts, but it is vindictive and vengeful"; and

d. warned Respondent that if his motion was not withdrawn, then Mr. Chapin would file a cross-motion for sanctions and request for attorneys' fees.

106. Respondent received Mr. Chapin's letter.

107. Respondent did not withdraw his Motion.

108. On December 7, 2010, N. Broad filed Answers to Motion to Enforce Settlement and Motion for Sanctions Against Dennis G. Young, Esquire, alleging, in pertinent part, that:

a. upon information and belief, Respondent does not represent Ms. Halsell-Brown;

b. at the time Ms. Halsell-Brown's case was settled, Respondent was employed by Pitt;

c. during a September 27, 2010 telephone conversation, Respondent misrepresented to Mr. Chapin that Respondent had voluntarily left Pitt;

d. on October 1, 2010, Respondent was advised that a settlement check would not be issued until Respondent resolved his dispute with Pitt;

e. sanctions should be issued against Respondent pursuant to Pa.R.Civ.P.

1023.1(b) because Respondent presented a claim for an improper purpose and Respondent's legal contentions are not warranted by fact or law;

f. Mr. Chapin had advised Respondent, both on the telephone and in writing, to withdraw Respondent's motion for sanctions as it was not based in fact and law or he would have no choice but to seek sanctions against Respondent for Respondent's vexatious and harassing motion;

g. the only reasonable explanation for Respondent's motion was to "harass defendant and to increase defense costs"; and

h. the Court should grant defendant's Motion for Sanctions and Respondent and/or Mr. Roberts should reimburse defendants a total of $1,000, of which $500 was for responding to Respondent's frivolous Motion to Enforce Settlement and $500 for preparation and filing of its Motion for Sanctions.

109. On December 8, 2010, Philadelphia filed an Answer in Opposition of Enforce Settlement joining in N.

Broad's Motion and Memorandum of Law; on December 8, 2010, Ms. Haskins filed an Answer in Opposition of Motion to Enforce Settlement denying the allegations in Respondent's motion.

110. By Order dated April 11, 2011, Judge Sylvester scheduled a hearing for April 25, 2011 and ordered all counsel to bring any settlement information pertinent to the case.

111. On April 25, 2011, Judge Sylvester:

a. issued an Order granting Pitt's Motion to Enforce Settlement of $14,500 and ordering defendants to make checks payable to "Sharon Halsell-Brown and Larry Pitt and Associates"; and

b. issued an Order granting N. Broad's Cross-Motion for Sanctions and ordering Respondent to reimburse $500 to N. Broad for fees and costs incurred in filing its Motion for Sanctions pursuant to Rule 123.

112. By his conduct as alleged in paragraphs 84 through 111 above, Respondent violated the following rules:

a. RPC 3.1, which states that a lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless

there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established;

b. RPC 4.4(a), which states that in representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person;

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

d. RPC 8.4(d), which states that it is professional misconduct for a lawyer to

engage in conduct that is prejudicial to the administration of justice.

D. MISHANDLING OF LAW FIRM FUNDS

CHARGE VI: KEITH JONES

113. On August 23, 2010, Mr. Keith Jones, Sr., signed a contingency fee agreement with Pitt to represent Mr. Jones in his cause of action arising from his August 17, 2010 personal injury matter.

114. Respondent was assigned to handle Mr. Jones' personal injury matter.

115. By letter to Pitt dated September 28, 2010, Mr. Jones discharged Pitt and advised Pitt that he had retained Roberts to represent him.

116. On or before November 17, 2010, Respondent settled Mr. Jones' case for $25,000.

117. On November 17, 2010, Nationwide Insurance Company of America (Nationwide) issued a $25,000 check made payable to "Damon K. Roberts and Associates and Larry Pitt & Assoc PC and Keith Jones."

118. Nationwide addressed the check to Roberts at his new office address, "1600 Market Street, 25th Floor, Philadelphia, PA 19103."

119. Respondent received the $25,000 check from Nationwide.

120. On or before November 29, 2010, Respondent signed Mr. Pitt's name to the back of the Nationwide check.

121. Respondent knew he did not have Mr. Pitt's permission to sign Mr. Pitt's name to the back of the $25,000 settlement check.

122. Respondent signed Mr. Pitt's name to the back of the $25,000 settlement check without Mr. Pitt's permission.

123. Mr. Roberts deposited the settlement check into his escrow account, distributed the funds owed to Mr. Jones, and took his attorney fee from the proceeds of the check.

124. Respondent failed to promptly notify Pitt of Respondent's receipt of fiduciary funds in which Pitt had a beneficial interest.

125. Respondent failed to deliver the settlement funds owed to Mr. Pitt.

126. By his conduct as alleged in paragraphs 113 through 125 above, Respondent violated the following rules:

a. RPC 1.15(d), which states that upon receiving Rule 1.15 Funds or property which are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law.

Notification of receipt of Fiduciary Funds or property to clients or other persons with a beneficial interest in such Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of confidentiality and notice applicable to the Fiduciary entrustment;

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

notice and accounting applicable to the Fiduciary entrustment;

c. RPC 8.4(b), which states that it is professional misconduct for a lawyer to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; and

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

CHARGE VII: CLAIRE LANE

127. On July 26, 2010, Ms. Claire Lane signed a contingent fee agreement with Pitt to represent Ms. Lane in her cause of action arising from her July 21, 2010 personal injury matter.

128. Respondent was assigned to handle Ms. Lane's personal injury matter.

129. By letter to Pitt dated September 28, 2010, Ms. Lane discharged Pitt and advised Pitt that she had retained Roberts to represent her.

130. On or before February 3, 2011, Respondent settled Ms. Lane's case for $18,750.

131. On February 3, 2011, Horace Mann Insurance Company (Mann) issued an $18,750 check made payable to "Bowman Kavulich, LTD and Larry Pitt & Associates, PC."

132. Mann addressed the check to Respondent's then-employer, Bowman & Kavulich, at "1600 Market Street, 25th Floor, Philadelphia, PA 19103."

133. Respondent received the $18,750 check from Mann.

134. On or before February 17, 2011, Respondent signed Mr. Pitt's name to the back of the settlement check.

135. Respondent knew he did not have Mr. Pitt's permission to sign Mr. Pitt's name to the back of the $18,750 settlement check.

136. Respondent signed Mr. Pitt's name to the back of the $18,750 settlement check without obtaining Mr. Pitt's permission to do so.

137. Respondent failed to promptly notify Pitt of Respondent's receipt of fiduciary funds in which Pitt had a beneficial interest.

138. Respondent failed to deliver the settlement funds owed to Mr. Pitt.

139. By his conduct as alleged in paragraphs 127 through 138 above, Respondent violated the following rules:

a. RPC 1.15(d), which states that upon receiving Rule 1.15 Funds or property which

are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law. Notification of receipt of Fiduciary Funds or property to clients or other persons with a beneficial interest in such Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of confidentiality and notice applicable to the Fiduciary entrustment;

b. RPC 1.15(e), which states that except as stated in this Rule or otherwise permitted by law or by agreement with the client or third person, a lawyer shall promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding the property; Provided, however, that the delivery, accounting and disclosure of

Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of Fiduciary administration, confidentiality, notice and accounting applicable to the Fiduciary entrustment;

c. RPC 8.4(b), which states that it is professional misconduct for a lawyer to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; and

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

CHARGE VIII: BOWMAN & KAVULICH/BOWMAN & PARTNERS, LLP

140. On December 6, 2010, Respondent became a full-time employee of Bowman.

141. Pursuant to Respondent's employment agreement with Bowman:

a. Bowman would pay Respondent an annual salary of $50,000;

b. Bowman would pay the costs of the contingent fee cases that Respondent litigated while at the firm;

c. Respondent agreed to divide equally all fees generated from the contingent fee cases; and

d. the firm would be entitled to recover certain out-of-pocket costs from the fees generated.

142. Respondent signed the Acceptance of Employment Offer on March 11, 2011.

143. While Respondent was employed by Bowman, Kerry Ann Soldiew met with Respondent and signed a contingent fee agreement for the firm to represent Ms. Soldiew in her cause of action arising from her personal injury matter.

144. On or before August 11, 2011, Respondent settled Ms. Soldiew's personal injury matter for $20,000.

145. On August 11, 2011, Respondent faxed the executed release and W-9 Form to Candace Lobel at T.H.E. Insurance Company, Inc. (THE).

146. By email dated August 12, 2011, from Respondent to Ms. Lobel, Respondent requested:

a. confirmation that Ms. Lobel received the executed release and W-9 Form that Respondent had faxed the previous day;

b. Ms. Lobel to have the settlement check made payable to "Law Offices of Dennis G. Young, Jr. and Kerryann Soldiew"; and

c. Ms. Lobel to mail the settlement check to Respondent's home address of "33 Norcross Rd. Berlin NJ 08009."

147. On August 22, 2011, Bowman terminated Respondent's full-time employment with the firm.

148. After the termination, Respondent and Bowman were engaged in negotiations for a fee sharing arrangement whereby the firm would continue to provide Respondent with infrastructure and support for Respondent's personal injury cases.

149. After the termination, Bowman issued charging lien letters on contingent fee cases Respondent handled while employed at Bowman.

150. After the termination, Michael A. Bowman, Esquire, partner at Bowman, repeatedly asked Respondent whether Respondent had settled any contingent fee matters.

151. Respondent repeatedly advised Mr. Bowman that Respondent had not settled any contingent fee matters.

152. On August 25, 2011, THE issued a $20,000 settlement check, made payable to Kerryann Soldiew and Law Offices of Dennis G. Young.

153. As Respondent instructed, THE mailed the settlement check to Respondent's home address, 33 Norcross Road, Berlin, NJ 08009.

154. On September 7, 2011, Respondent cashed the settlement check and distributed the funds owed to Ms. Soldiew.

155. Respondent failed to promptly notify Bowman of Respondent's receipt of fiduciary funds in which Bowman had a beneficial interest.

156. Respondent failed to deliver the settlement funds owed to Bowman.

157. Respondent repeatedly advised Mr. Bowman that Respondent had not received any settlement checks, including a settlement check in the Soldiew matter.

158. Respondent made intentional misstatements of material fact to Mr. Bowman.

159. On or about September 19, 2011, Mr. Bowman discovered that Respondent had received and cashed the Soldiew settlement check.

160. By email dated September 19, 2011, from Mr. Bowman to Respondent, Mr. Bowman wrote at 5:01 p.m. that:

"The [Soldiew settlement] check has been cashed. When were you going to tell me?"

161. By email dated September 19, 2011, from Respondent to Mr. Bowman, Respondent wrote at 9:31 p.m., that: "I moved to protect my interest" and "[N]ow that we have a fair and equitable working arrangement and written agreement in place, I'm sure there will no longer be a need for the gamesmanship."

162. By his conduct as alleged in paragraphs 140 through 161 above, Respondent violated the following rules:

a. RPC 1.15(d), which states that upon receiving Rule 1.15 Funds or property which are not Fiduciary Funds or property, a lawyer shall promptly notify the client or third person, consistent with the requirements of applicable law. Notification of receipt of Fiduciary Funds or property to clients or other persons with a beneficial interest in such Fiduciary Funds or property shall continue to be governed by the law, procedure and rules governing the requirements of confidentiality and notice applicable to the Fiduciary entrustment;

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

c. RPC 8.4(b), which states that it is professional misconduct for a lawyer to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; and

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

E. NEGLECT

CHARGE IX: CALVIN CURTIS

163. On January 19, 2011:

a. Respondent met with Calvin Curtis regarding representing Mr. Curtis in his medical malpractice action against James Shepherd, M.D.;

b. Respondent provided Mr. Curtis with a Personal Injury Contingent Fee Agreement, pursuant to which Respondent would be entitled to 40% of the gross amount of settlement;

c. Mr. Curtis signed Respondent's contingent fee agreement;

d. Mr. Curtis signed a release to enable Respondent to obtain copies of his medical records; and

e. Respondent agreed to review Mr. Curtis's medical records and report back to Mr.

Curtis regarding the means by which Mr. Curtis could accomplish his objectives.

164. In or around May of 2011, Mr. Curtis's wife called Respondent's office and spoke to Respondent's assistant, Donna Zalas, during which time:

a. Ms. Zalas informed Mrs. Curtis that Respondent was planning to have a meeting with a pharmaceutical company;

b. Ms. Zalas said that Respondent would contact Mr. and Mrs. Curtis after Respondent's meeting with the pharmaceutical company; and

c. Mrs. Curtis requested that Respondent provide her and her husband with written documentation as to the status of his case.

165. Thereafter, Respondent failed to act with reasonable diligence and pursue Mr. Curtis's medical malpractice action.

166. Respondent failed to communicate with Mr. Curtis in any way and keep him informed about the status of his malpractice matter.

167. On November 30, 2011:

a. Mr. Curtis called the office of Bowman & Kavulich, where Respondent was employed at

the time Mr. Curtis signed the contingent fee agreement;

b. the receptionist informed Mr. Curtis that Respondent was no longer employed at the firm; and

c. the receptionist gave Mr. Curtis Respondent's telephone number of 609-617-5576.

168. From time to time thereafter, Mr. and Mrs. Curtis would call Respondent and leave a message requesting that Respondent provide them with information regarding the status of Mr. Curtis's case.

169. Respondent failed to return Mr. Curtis's telephone calls and comply with his reasonable requests for information.

170. By his conduct as alleged in paragraphs 163 through 169 above, Respondent violated the following rules:

a. RPC 1.3, which states that a lawyer shall act with reasonable diligence and promptness in representing a client;

b. RPC 1.4(a)(2), which states that a lawyer shall reasonably consult with the client about the means by which the client's objectives are to be accomplished;

c. RPC 1.4(a)(3), which states that a lawyer shall keep the client reasonably informed about the status of the matter; and

d. RPC 1.4(a)(4), which states that a lawyer shall promptly comply with reasonable requests for information.

III. JOINT RECOMMENDATION FOR DISCIPLINE

171. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a thirty-month suspension.

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

173. Petitioner and Respondent respectfully submit that there is the following aggravating factor:

a. After ODC finalized the Petition for Discipline, ODC received complaints against Respondent in the following matters: (1) ***Julia Robinson***, C1-13-356, wherein Respondent failed to explain Ms. Robinson's

personal injury matter to Ms. Robinson to the extent necessary to enable Ms. Robinson to make an informed decision regarding the proposed settlement and failed to comply with Ms. Robinson's reasonable requests for information regarding her personal injury settlement; (2) ***Marion Butler***, C1-13-534, wherein Respondent failed to diligently handle Ms. Butler's condominium settlement case, advise Ms. Butler that a default judgment had been entered against her, and refund his unearned fee to Ms. Butler.

174. Respondent and ODC respectfully submit that there are the following mitigating factors:

a. Respondent has no record of discipline;

b. By virtue of Respondent's signing this Discipline on Consent, Respondent has expressed recognition of his violations of the Rules of Professional Conduct;

c. Respondent has been actively involved in service to the bar and community. Specifically, Respondent: served as the Treasurer of the Philadelphia Bar Association, Young Lawyers Division, for 5

years; was a trustee of White-Williams Scholars, a non-profit organization in the City of Philadelphia that, among other things, provided stipends and academic support to needy students of Philadelphia; sat on the Delaware Valley and Metropolitan Camden branches of Habitat for Humanity; served on the Alumni Board of his *alma mater* law school; was appointed to his Township Zoning Board from 2000 - 2005, and was elected Chairman of the Board in 2005; and was President of the Township basketball league, a youth basketball association of over 500 members. Respondent continues to coach both youth basketball and soccer; and

d. Respondent did not personally benefit from the mishandling of funds owed to Pitt, which his then-employers deposited in their bank accounts.

175. Over the course of two years, Respondent was employed at three different law firms--Larry Pitt & Associates (Pitt), Damon K. Roberts and Associates (Roberts), and Bowman & Kavulich (Bowman). After

Respondent departed from Pitt, the law firm discovered that Respondent solicited the firm's clients and made misrepresentations to the firm's clients to induce them to leave the firm. (***Isaac, Poindexter, Walker,*** and ***Halsell-Brown*** matters). While a departing attorney is not ethically prohibited from having direct contact with former clients, a departing attorney cannot lure former clients by making false and misleading statements about his prior firm or the client's case. *See Ethical Obligations When a Lawyer Changes Firms*, Pennsylvania Bar Association Committee on Ethics and Professional Responsibility and Philadelphia Bar Association Professional Guidance Committee Joint Formal Opinion, 2007-300 (June 2007); ***Adler, Barish, Daniels, Levin and Creskoff v. Epstein***, 482 Pa. 416, 393 A.2d 1175 (1978).

Respondent's misdeeds did not end with his improper solicitation of clients. Respondent also received settlement checks in personal injury cases that he handled while employed at Pitt (***Jones*** and ***Lane***) and Bowman (***Soldiew***). Respondent failed to promptly notify Pitt about his receipt of the $25,000 settlement check in ***Jones*** and the $18,750 settlement check in ***Lane***, for which Pitt had 40% contingent fee agreements and would be entitled to approximately $17,500. Respondent likewise failed to

promptly notify Bowman about his receipt of the $20,000 settlement check in ***Soldiew***, for which Bowman was entitled to receive at least $10,000 under Respondent's employment agreement with Bowman. Respondent's quest for settlement funds to which he was not entitled encompassed Respondent's signing of Pitt's signature to the back of two settlement checks that Respondent's then-employers (Damon Roberts; Michael Bowman) deposited into their bank accounts. Neither Respondent nor his then-employers delivered any of the settlement funds owed to Pitt's firm.

An attorney's forgery of a signature on documents, not coupled with the attorney's misappropriation, may result in discipline ranging from a public censure to a three-year suspension. *See* ***In re Anonymous No. 61 DB 82 (James Hook)***, 29 Pa. D.&C.3rd 534 (1983) (Supreme Court imposed a Public Censure on an attorney who forged township supervisors' names to agreements for the purchase of coal and sludge); and ***In re Anonymous No. 61 DB 95 (Robert Jude Burns)***, 61 Pa. D.&C.4th 9 (1986) (Supreme Court imposed a three-year suspension on an attorney who forged his clients' signatures to settlement releases, deposited the settlement funds into his personal account, and then timely paid the funds owed to his clients).

An attorney may likewise receive a suspension ranging up to three years for misappropriating funds owed to a law firm. The quantum of discipline imposed is dependent on a variety of factors, including: the length of time of the misconduct and the amount of funds the attorney mishandled, ***Office of Disciplinary Counsel v. Steven Robert Grayson, No. 95 DB 2007***, D.Bd. Rpt. 11/14/2007 (S.Ct. Order 3/20/2008) (Supreme Court imposed a two-year suspension on consent on Grayson, who over the course of 33 months, converted $35,000 from his former law firm, had no record of discipline, and paid restitution); an attorney's contributions to the community or the bar, ***Office of Disciplinary Counsel v. Scott Philip Sigman, No. 43 DB 2012***, D.Bd. Rpt. 12/7/2012 (S.Ct. Order 2/28/2013) (Supreme Court imposed a 30-month suspension on consent on Sigman, who converted over $25,000 from his former law firm, testified falsely at a deposition, and had no record of discipline; in mitigation, Sigman had significant involvement in the legal community and had paid restitution); and an attorney's serious misconduct in addition to mishandling funds owed to a law firm, ***Office of Disciplinary Counsel v. Joan Gaugan Atlas, No. 171 DB 2001***, D.Bd. Rpt. 3/24/2004 (S.Ct. Order 6/29/2004) (Supreme Court imposed a three-year suspension on an attorney who

misappropriated $35,000 in legal fees from her former employer, commingled her funds with fiduciary funds, made misrepresentations to third parties, and failed to make restitution).

Four lawsuits were filed by Respondent's former employers seeking to obtain their share of funds from the settlements that Respondent had entered into while employed at their firms. (***Isaac, Walker, Halsell-Brown,*** and ***Bowman*** *matters*). Respondent engaged in frivolous, burdensome litigation in these lawsuits, failing to concede that he had no entitlement to the proceeds of the insurance settlements. Respondent's litigation engendered the filing of numerous pleadings, delayed clients' receipt of settlement funds, and expended the court's limited time and resources.

The Philadelphia Court of Common Pleas did not countenance Respondent's misconduct. In the ***Isaac*** case, Ms. Isaac testified that Respondent deceived her into signing unread documents, which prompted the Honorable Gary DiVito to write an Opinion stating that Ms. Isaac was "most creditable," finding against Respondent, and awarding attorney's fees to Pitt. In the ***Halsell-Brown*** case, the Honorable Esther Sylvester found in favor of Pitt, imposed sanctions on Respondent, and ordered Respondent to pay the insurance company's attorney's fees. Respondent lost all of

the civil suits, which resulted in his former employers' receipt of settlement funds.

Attorneys who pursue such litigation tactics and needlessly expend the court's limited time and resources may receive public discipline ranging from a public censure to a five-year suspension depending on the extent of their misconduct. *See, e.g.*, ***Office of Disciplinary Counsel v. Alan S. Fellheimer***, 44 Pa. D.&C.4th 299 (1999) (Supreme Court imposed a Public Censure on Fellheimer, who represented a corporate debtor in a Chapter 11 bankruptcy case and directed his legal associate to file baseless pleadings against the attorney representing the Creditor's Committee so as to intimidate the Committee and its counsel in negotiations); ***Office of Disciplinary Counsel v. Paul Anthony Kelly, No. 35 DB 2009***, D.Bd. Rpt. 7/23/2010 (S.Ct. Order 10/28/2010) (Supreme Court imposed an eighteen-month suspension on an attorney who filed multiple meritless lawsuits with the Pennsylvania Department of Environmental Protection (DEP) in an effort to coerce defendants into signing a quarry lease, made misrepresentations to DEP, and had a conflict of interest with the plaintiff of the lawsuits); and ***Office of Disciplinary Counsel v. Krosby***, 78 Pa. D.&C.4th 409 (2005) (Supreme Court imposed a five-year suspension on Krosby, who engaged in frivolous, vexatious,

and harassing litigation for which the bankruptcy court imposed monetary sanctions).

Finally, after Respondent left Bowman, Respondent neglected the medical malpractice matter of Calvin Curtis. Respondent also failed to communicate with Mr. Curtis and keep Mr. Curtis informed about the status of his legal matter. Standing alone, an attorney's failure to communicate and handle a single client matter with reasonable diligence would ordinarily result in private discipline.

176. While there are aspects of Respondent's misconduct that resemble the cases cited above, there are no cases that have the precise amalgamation of misconduct presented here: improper solicitation of potential clients; mishandling of law firm funds; signing an attorney's name to the back of settlement checks; frivolous litigation; and neglect of client matters. Respondent's misconduct merits, at a minimum, public discipline.

Respondent's relentless litigation directed at pressuring his prior employers into sharing funds with Respondent, callous disregard for the administration of justice, and receipt of court-imposed sanctions for his litigious conduct, is more serious misconduct than that engaged in by Kelly, who received an eighteen-month

suspension, but not as vexatious as the misconduct of Krosby, who received a five-year suspension. In addition, Respondent's signing of Pitt's name to the back of two settlement checks involved more egregious conduct than the misconduct committed by Burns, who received a three-year suspension for forging his clients' names to settlement checks, because unlike Burns, Respondent did not deliver the settlement funds owed to Pitt. Finally, Respondent's mishandling of $27,500 owed to Respondent's prior law firms, is less odious than Sigman's misconduct, because unlike Sigman, who received a thirty-month suspension for converting over $25,000 from his prior law firm, Respondent did not personally receive any of the misappropriated funds after they were deposited into his employers' bank accounts.

In the final analysis, most of Respondent's misconduct is inter-related and encompasses different permutations of Respondent's ongoing efforts to obtain funds from his former employers to which Respondent was not entitled. ODC calculates that the median discipline presented by the aggregate of the relevant cases referred to above is a suspension of thirty months. Neither the aggravating nor the mitigating factors presented by this case tend to tip the balance on the optimum amount of discipline.

Accordingly, consistent with precedent, a thirty-month suspension is the appropriate quantum of discipline to be imposed to protect the public and courts, as well as to deter other attorneys from engaging in similar misconduct upon acrimoniously departing from a law firm.

WHEREFORE, Petitioner and Respondent respectfully request that:

a. Pursuant to Pa.R.D.E. 215(e) and 215(g), the three-member panel of the Disciplinary Board review and approve the Joint Petition in Support of Discipline on Consent and file its recommendation with the Supreme Court of Pennsylvania recommending that the Supreme Court enter an Order that Respondent receive a thirty-month suspension; and

b. Pursuant to Pa.R.D.E. 215(g) and 215(i), the three-member panel of the Disciplinary Board enter an Order that Respondent pay the necessary costs and expenses incurred in the investigation and prosecution of this matter, the Board Secretary immediately file the recommendation of the panel and the Petition with the Supreme Court without regard to Respondent's payment of costs and expenses, and all costs and

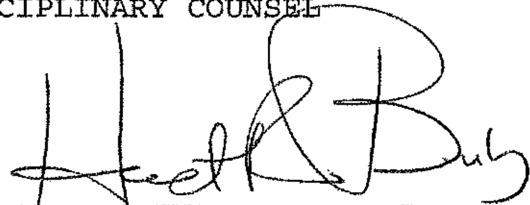
expenses be paid by Respondent within thirty of the date of the panel's approval of the Discipline on Consent unless Respondent and the Board Secretary enter into a plan, confirmed in writing, to pay the necessary costs and expenses at a later date.

Respectfully and jointly submitted,

OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

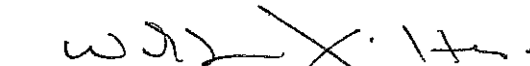
7/9/2013
Date

By 
Harriet R. Brumberg
Disciplinary Counsel

7/10/2013
Date

By
Dennis G. Young, Jr., Esquire
Respondent

7/10/2013
Date

By 
William J. Honig, Esquire
Counsel for Respondent

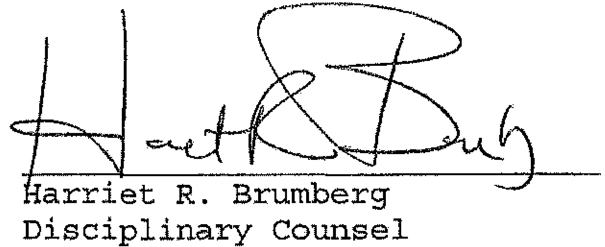
BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	
Petitioner	:	
	:	No. 44 DB 2013; and
v.	:	ODC File Nos. C1-13-356 &
	:	C1-13-534
	:	
	:	Atty. Reg. No. 89682
DENNIS G. YOUNG, JR.,	:	
Respondent	:	(Philadelphia)

VERIFICATION

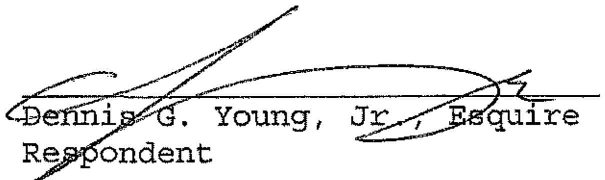
The statements contained in the foregoing Joint Petition In Support Of Discipline On Consent Under Pa.R.D.E. 215(d) are true and correct to the best of our knowledge, information and belief and are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

7/9/2013
Date



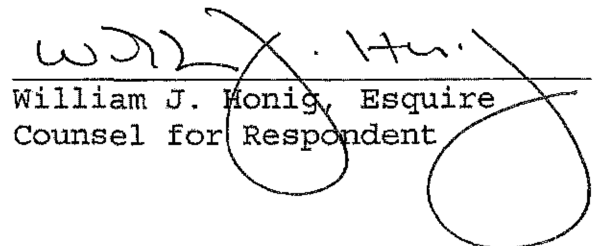
Harriet R. Brumberg
Disciplinary Counsel

7/10/2013
Date



Dennis G. Young, Jr., Esquire
Respondent

7/10/2013
Date



William J. Honig, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 44 DB 2013; and
v.	:	ODC File Nos. C1-13-356 & C1-13-534
	:	Atty. Reg. No. 89682
DENNIS G. YOUNG, JR., Respondent	:	(Philadelphia)

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

Respondent, Dennis G. Young, Jr., hereby states that he consents to the imposition of a suspension of thirty months as jointly recommended by Petitioner, Office of Disciplinary Counsel (ODC), and Respondent in the Joint Petition in Support of Discipline on Consent, and further states that:

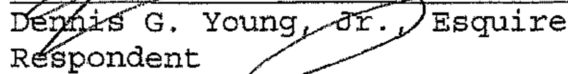
1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; he is fully aware of the implications of submitting the consent; and he has consulted with William J. Honig, Esquire, in connection with the decision to consent to discipline;

2. He is aware that there is presently pending a formal proceeding involving allegations that he has been guilty of misconduct as set forth in the Joint Petition.

3. He is aware that there is presenting pending an investigation into allegations that he is guilty of misconduct (C1-13-356 and C1-13-534) as set forth in the Joint Petition.

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

5. He consents because he knows that if the charges pending against him continue to be prosecuted in the pending proceeding and if charges predicated upon the matters under investigation were filed, then he could not successfully defend against them.



Dennis G. Young, Jr., Esquire
Respondent

Sworn to and subscribed

before me this 10th

day of July, 2013.

Notary Public

KAREN D. LAW
ID # 2412581
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/21/2016