IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2647 Disciplinary Docket No. 3
	:	
Petitioner	:	No. 153 DB 2019
	:	
v.	:	Attorney Registration No. 205029
	:	
ASHER BROOKS CHANCEY,	:	(Philadelphia)
	:	
Respondent	:	

ORDER

PER CURIAM

AND NOW, this 25th day of June, 2020, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board, the Joint Petition in Support of Discipline on Consent is granted, and Asher Brooks Chancey is suspended on consent from the Bar of this Commonwealth for a period of three years, retroactive to September 9, 2019. Respondent shall comply with all the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board. *See* Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 06/25/2020

Attest:
Chief Clerk
Supreme Court of Pennsylvania

Received 6/1/2020 12:37:36 PM Supreme Court Western District

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BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	No. 2647 Disc. Dkt. No. 3
Petitioner	:	
	:	No. 153 DB 2019
v.	:	
	:	Atty. Reg. No. 205029
ASHER BROOKS CHANCEY,	:	
Respondent	:	(Philadelphia)

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

Petitioner, Office of Disciplinary Counsel ("ODC"), by Thomas J. Farrell, Esquire, Chief Disciplinary Counsel, and by Richard Hernandez, Esquire, Disciplinary Counsel, and Respondent, Asher Brooks Chancey, who is represented by Robert S. Tintner, Esquire, file this Joint Petition In Support of Discipline On Consent Under Rule 215(d) of the Pennsylvania Rules of Disciplinary Enforcement ("the Joint Petition") and respectfully represent that:

1. Petitioner, whose principal office is located at Pennsylvania Judicial Center, Suite 2700, 601 Commonwealth Avenue, P.O. Box 62485, Harrisburg, Pennsylvania, is invested, pursuant to Pennsylvania Rule of Disciplinary Enforcement ("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

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

2. Respondent, Asher Brooks Chancey, was born in 1977, was admitted to practice law in the Commonwealth on June 1, 2007, and resides in Philadelphia, Pennsylvania.

3. Pursuant to Pa.R.D.E. 201(a)(1) and (3), Respondent is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

4. By Order of the Supreme Court of Pennsylvania dated September 9, 2019, effective October 9, 2019, Respondent was placed on temporary suspension pursuant to Pa.R.D.E. 214(f)("the temporary suspension Order") based on the filing of a Joint Petition to Temporarily Suspend an Attorney.

5. Petitioner commenced an investigation of Respondent after Respondent, through his counsel, Robert S. Tintner, Esquire, self-reported to Petitioner professional misconduct engaged in by Respondent while Respondent was a partner at Goldberg Segalla, LLP; this complaint was docketed at No. C1-18-454.

6. In connection with ODC File No. C1-18-454, Respondent received a Request for Statement of Respondent's Position (Form DB-7) dated November 19, 2019.

7. In the DB-7 letter, Petitioner alleged that Respondent engaged in misconduct in thirteen client matters by having: neglected ten matters; settled seven civil cases without obtaining the consent of his clients; failed to communicate with his clients concerning developments in the clients' civil cases in thirteen matters; and made misrepresentations in five matters.

8. By letter dated January 8, 2020, Respondent submitted a counseled response to the DB-7 letter.

9. Respondent has agreed to enter into a joint recommendation for consent discipline that encompasses the allegations of misconduct raised in the open complaint file.

SPECIFIC FACTUAL ADMISSIONS AND RULES OF PROFESSIONAL CONDUCT VIOLATED

10. Respondent stipulates that the factual allegations set forth below are true and correct and that he violated the Pennsylvania and New Jersey Rules of Professional Conduct as set forth herein.

CHARGES

11. At all times relevant hereto, Respondent was a partner at Goldberg Segalla, LLP ("the firm"), with a registered office at 1700 Market Street, Suite 1418, Philadelphia, PA 19103.

a. On May 23, 2018, the firm terminated Respondent's employment.

12. At all times relevant hereto, one of the clients of the firm was Knight Insurance Group ("Knight").

I. Zabeer Hussain Shah Matter

13. On February 5, 2014, Zabeer Hussain Shah, an employee of Hubb Group, Inc. ("Hubb"), was involved in an automobile accident.

14. Mr. Steven Callaghan was also involved in the automobile accident and retained counsel to represent him for any claims he had arising from the automobile accident.

15. In 2014, a lawsuit was filed on behalf of Mr. Callaghan in the Superior Court of New Jersey, Law Division, Middlesex County, said lawsuit captioned ***Steven Callaghan v. Zabeer Hussain Shah et al.***, docket number MID-L-3527-14 ("the Shah lawsuit").

16. Mr. Shah and Hubb were insured by Knight.

17. The firm assigned Respondent to represent Mr. Shah and Hubb Group, Inc., in the Shah lawsuit on behalf of Knight.

18. Sometime prior to March 28, 2018, Respondent entered into an agreement with Nicholas J. Leonardis, Esquire, counsel for Mr. Callaghan, to settle the Shah lawsuit for $1,500,000.00.

19. Respondent failed to obtain authorization from Knight to settle the Shah lawsuit for $1,500,000.00.

20. Respondent failed to advise Knight that he had agreed to settle the Shah lawsuit for $1,500,000.00.

21. Respondent misrepresented to Mr. Leonardis that he was authorized to settle the Shah lawsuit for $1,500,000.00.

22. Under cover of a letter dated March 28, 2018, Mr. Leonardis forwarded to Respondent, *inter alia*, an executed Release.

23. On May 17, 2018, a member of Mr. Leonardis' staff contacted Respondent regarding the status of the settlement monies and Respondent stated that the settlement check was delayed and the check would be forwarded to Mr. Leonardis' office during the week of May 21, 2018.

24. Respondent misrepresented to Mr. Leonardis' employee that the settlement check was delayed and the check would be forwarded to Mr. Leonardis' office during the week of May 21, 2018.

25. On May 22, 2018, Mr. Leonardis filed a Motion to Enforce Settlement.

26. By Order dated June 22, 2018, Judge Patrick J. Bradshaw granted the Motion to Enforce Settlement, and directed that the defendants were to forward to Mr.

Callaghan's counsel a $1,500,000.00 settlement check, with applicable interest.

27. Knight paid the settlement funds to Mr. Callaghan.

28. Knight has filed a claim with the firm's professional liability insurer for Respondent's mishandling of the Shah lawsuit.

II. Carcol Enterprises, LLC Matter

29. On May 16, 2015, Carlos Salazar, who was driving a vehicle owned by Carcol Enterprises, LLC ("Carcol"), was involved in an automobile accident.

30. Ms. Kettlewell Vargas and Ms. Tamir Mashhood were involved in the accident and retained counsel to represent them for any claims they had arising from the accident.

31. In 2015, a lawsuit was filed on behalf of Ms. Vargas in the Superior Court of New Jersey, Law Division, Essex County, said case captioned ***Kettlewell Vargas and Cristhian Catano v. Carcol et al. v. GEICO Insurance Company***, docket number ESX-L-4021-15 ("the first Carcol lawsuit").

32. In 2016, a lawsuit was filed on behalf of Ms. Mashhood in the Superior Court of New Jersey, Law Division, Essex County, said case captioned ***Tamir Mashhood v. Carcol Enterprises et al.***, docket number ESX-L-2045-16 ("the second Carcol lawsuit").

33. Mr. Salazar and Carcol were insured by Knight.

34. The firm assigned Respondent to represent Mr. Salazar and Carcol in the first and second Carcol lawsuits on behalf of Knight.

35. The first and second Carcol lawsuits were consolidated.

36. On January 31, 2018, an arbitration hearing was held in the first and second Carcol lawsuits, which resulted in an award being entered for Ms. Vargas in the amount of $2,250,000.00.

37. Respondent failed to advise Knight of the date, time and location of the arbitration hearing.

38. Respondent failed to advise Knight that Ms. Vargas was awarded $2,250,000.00 at the arbitration hearing.

39. On February 22, 2018, Ms. Mashhood and Ms. Keytora Love, who were co-Defendants in the first Carcol lawsuit, filed a Request for a Trial De Novo.

40. Respondent failed to inform Knight that a Request for a Trial De Novo had been filed.

41. On May 15, 2018, Respondent had a telephone conversation with Leeor Jerushalmy, Esquire, counsel for Ms. Vargas, during which conversation Mr. Jerushalmy told Respondent that if Knight did not tender its policy limit of

$1,500,000.00 by 1:00 p.m. on May 17, 2018, Ms. Vargas would cease to engage in settlement discussions, would seek to hold Knight responsible for any excess verdict at trial, and would seek an Offer To Take Judgment penalties.

42. By email dated May 16, 2018, sent by Mr. Jerushalmy to Respondent, Mr. Jerushalmy, *inter alia*, memorialized what was conveyed to Respondent during the telephone conversation of the previous day.

43. Respondent failed to advise Knight about the May 15, 2018 telephone conversation or the May 16, 2018 email.

44. On May 17, 2018, Respondent:

a. called Mr. Jerushalmy;

b. advised Mr. Jerushalmy that Respondent had authority to settle the first and second Carcol lawsuits for $1,500,000.00;

c. offered to settle the first and second Carcol lawsuits for $1,500,000.00, on the condition that the settlement was for both Ms. Vargas and Ms. Mashhood; and

d. sent an email to Mr. Jerushalmy in which Respondent, *inter alia*, confirmed the settlement of the first and second Carcol lawsuits for $1,500,000.00.

45. Respondent failed to obtain authorization from Knight to settle the first and second Carcol lawsuits for $1,500,000.00.

46. Respondent failed to advise Knight that he had agreed to settle the first and second Carcol lawsuits for $1,500,000.00.

47. Respondent misrepresented to Mr. Jerushalmy that Respondent was authorized to settle the first and second Carcol lawsuits for $1,500,000.00.

48. On May 23, 2018, the firm terminated Respondent's employment.

49. On May 25, 2018, Mr. Jerushalmy filed a Motion to Enforce Settlement.

50. The firm opposed the Motion to Enforce Settlement by filing a May 29, 2018 letter, with exhibits, with Judge Jeffrey B. Beacham.

51. Thereafter, the firm resolved the Motion to Enforce Settlement by negotiating a confidential settlement of the first and second Carcol lawsuits.

52. Knight has filed a claim with the firm's professional liability insurer for Respondent's mishandling of the first and second Carcol lawsuits.

III. <u>Al Elegant Tours, Inc. Matter</u>

53. On information and belief, an employee of Al Elegant Tours, Inc. ("Al Elegant"), was involved in an automobile accident.

54. Ms. Azure Pitt was also involved in the automobile accident.

55. Ms. Pitt retained counsel to represent her for any claims she had arising from the automobile accident.

56. In 2016, a lawsuit was filed on behalf of Ms. Pitt in the Superior Court of New Jersey, Law Division, Passaic County, said case captioned ***Azure Pitt v. Al Elegant Tours, Inc., et al.***, docket number PAS-L-2218-16 ("the Al Elegant lawsuit").

57. Al Elegant and its employees were insured by Knight.

58. The firm assigned Respondent to represent Al Elegant and its employees in the Al Elegant lawsuit on behalf of Knight.

59. On April 17, 2018, Respondent settled the Al Elegant lawsuit for $575,000.00.

60. Respondent failed to obtain authorization from Knight to settle the Al Elegant lawsuit.

61. Respondent failed to inform Knight that he had agreed to settle the Al Elegant lawsuit for $575,000.00.

62. Respondent misrepresented to Amy L. Peterson, Esquire, counsel for Ms. Pitt, that Respondent was authorized to settle the Pitt lawsuit for $575,000.00.

63. On May 10, 2018, Ms. Peterson left Respondent a voicemail message, in which she inquired about the status of the settlement check.

64. On May 19, 2018, Respondent called Ms. Peterson and apologized for the delay in issuing the settlement check, but stated that he could not say when the settlement check would be issued and mailed.

65. Respondent failed to advise Ms. Peterson that he was not authorized to settle the Pitt lawsuit.

66. On May 23, 2018, Ms. Peterson filed a Motion to Enforce Settlement.

67. By Order dated June 8, 2018, Judge Raymond A. Reddin granted the Motion to Enforce Settlement, and directed Knight to pay the settlement amount by June 18, 2018.

68. Knight paid the settlement proceeds to Ms. Pitt.

69. Knight has filed a claim with the firm's professional liability insurer for Respondent's mishandling of the Pitt lawsuit.

IV. **Best Ride Transportation, Inc. Matter**

70. On June 18, 2013, Luigi L. Lainez-Sanchez, an employee of Best Ride Transportation, Inc. ("Best Ride"), was involved in an automobile accident.

71. Mr. Jose L. Salazar and Ms. Lilia Salazar were also involved in the accident and retained counsel to represent them for any claims they had arising from the accident.

72. In 2015, a lawsuit was filed on behalf of Mr. Salazar and Ms. Salazar in the Superior Court of New Jersey, Law Division, Union County, said case captioned ***Jose L. Salazar and Lilia Salazar v. Best Ride Transportation Inc. et al.***, docket number UNN-L-1824-15 ("the Best Ride lawsuit").

73. Mr. Lainez-Sanchez and Best Ride were insured by Knight.

74. The firm assigned Respondent to represent Mr. Lainez-Sanchez and Best Ride in the Best Ride lawsuit on behalf of Knight.

75. On April 11, 2018, Respondent and Robert A. Jones, Esquire, counsel for Mr. Salazar and Ms. Salazar, attended a mediation session before retired Judge Ned M. Rosenberg.

76. After the mediation session, Respondent and Mr. Jones continued to engage in settlement discussions, with Mr. Jones offering to settle the Best Ride lawsuit for

$900,000.00.

77. On April 20, 2018, Respondent sent an email to Mr. Jones in which Respondent stated that "[w]e are done for $900k. Preparing closing documents."

78. Respondent failed to obtain authorization from Knight to settle the Best Ride lawsuit for $900,000.00.

79. Respondent failed to inform Knight that he had agreed to settle the Best Ride lawsuit for $900,000.00.

80. Respondent misrepresented to Mr. Jones that Respondent was authorized to settle the Best Ride lawsuit for $900,000.00.

81. By email dated May 3, 2018, sent by Respondent to Mr. Jones, Respondent attached, *inter alia*, a Release.

82. Under cover of a letter dated May 7, 2018, Mr. Jones returned to Respondent the executed Release.

83. On June 6, 2018, Mr. Jones filed a Motion to Enforce Settlement.

84. By Order dated June 22, 2018, the Court granted the Motion to Enforce Settlement.

85. Knight paid the settlement proceeds to Mr. Salazar and Ms. Salazar.

86. Knight has filed a claim with the firm's professional liability insurer for Respondent's mishandling

of the Best Ride lawsuit.

V. Ashraf A. Awad Matter

87. On September 14, 2014, Ashraf A. Awad, an employee of Amanz Company, LLC ("Amanz"), was involved in an automobile accident.

88. Ms. Daisy S. Landa and Mr. Manuel Villacres were also involved in the automobile accident and retained counsel to represent them for any claims they had arising from the accident.

89. In August 2016, a lawsuit was filed on behalf of Ms. Landa and Mr. Villacres in the Superior Court of New Jersey, Law Division, Hudson County, said case captioned ***Daisy S. Landa and Manuel Villacres vs. Ashraf A. Awad et al.***, docket number HUD-L-3426-16 ("the Awad lawsuit").

90. Mr. Awad and Amanz were insured by Knight.

91. The firm assigned Respondent to represent Mr. Awad, Amanz, and Galaxy Towers, Inc., in the Awad lawsuit on behalf of Knight.

92. The deadline for conducting discovery in the Awad lawsuit was March 11, 2018.

93. Respondent failed either to take action to compel the depositions of Ms. Landa and Mr. Villacres before March 11, 2018, or to obtain an extension of the discovery deadline.

94. Respondent failed either to take action to compel Ms. Landa and Mr. Villacres to submit to independent medical examination before March 11, 2018, or to obtain an extension of the discovery deadline.

95. An arbitration hearing was scheduled in the Awad lawsuit for June 7, 2018.

96. Respondent failed to advise Knight that an arbitration hearing was scheduled for June 7, 2018.

97. After Respondent's employment with the firm was terminated, the firm filed a Motion to Re-Open Discovery and Extend the Discovery End Date ("the Motion to Re-Open").

98. Counsel for Ms. Landa and Mr. Villacres consented to re-opening and extending discovery.

99. The firm negotiated a confidential settlement of the Awad lawsuit.

VI. Maximo A. Rodriguez Matter

100. On January 13, 2015, Maximo A. Rodriguez, an employee of RSTS Trucking Corp. ("RSTS") and Transfer Trailer Services, Inc. ("Transfer Trailer"), was involved in an automobile accident.

101. Mr. Travis Davalos and Mr. Steven Jones were also involved in the automobile accident and retained counsel to represent them for any claims they had arising from the

accident.

102. In 2017, a lawsuit was filed on behalf of Mr. Davalos and Mr. Jones in the Superior Court of New Jersey, Law Division, Middlesex County, said case captioned ***Travis and Brigid Davalos and Steven and Tamika Jones v. Maximo A. Rodriguez et al.***, docket number MID-L-192-17 ("the Rodriguez lawsuit").

103. Mr. Rodriguez, RSTS, and Transfer Trailer were insured by Knight.

104. The firm assigned Respondent to represent Mr. Rodriguez, RSTS, and Transfer Trailer in the Rodriguez lawsuit on behalf of Knight.

105. In October 2017, Mr. and Ms. Jones settled their claims against Mr. Rodriguez, RSTS, and Transfer Trailer.

106. The deadline for conducting discovery in the Rodriguez lawsuit was April 6, 2018.

107. Prior to the deadline for conducting discovery, Respondent failed to:

a. request that Mr. Davalos execute HIPAA authorizations for his medical providers;

b. request that Mr. Davalos execute authorizations to obtain his employment records, workers' compensation records, and

insurance records;

c. schedule Mr. Davalos for an orthopedic independent medical examination; and

d. obtain Mr. Davalos' diagnostic film studies.

108. On April 18, 2018, Respondent had a telephone conversation with Pasquale J. Colavita, Esquire, counsel for Ms. Davalos, during which conversation Respondent:

a. advised that he was agreeing to Mr. Colavita's proposal to settle Ms. Davalos' loss of consortium claim for $35,000.00;

b. stated that he and Mr. Colavita need not appear at a settlement conference and that he would forward a release; and

c. requested that Mr. Colavita inform the court about the settlement.

109. Respondent failed to obtain authorization from Knight to settle Ms. Davalos' claim.

110. Respondent misrepresented to Mr. Colavita that he was authorized to settle Ms. Davalos' claim for $35,000.00.

111. The Rodriguez lawsuit was scheduled for an arbitration hearing on April 26, 2018.

112. Respondent failed to advise Knight of the date and time of the arbitration hearing.

113. An arbitration award of $350,000.00 was entered for Mr. Davalos.

114. Respondent failed to advise Knight of the arbitration award.

115. On May 15, 2018, Respondent attended a settlement conference for the Rodriguez lawsuit.

116. Respondent failed to advise Knight that a settlement conference was listed for May 15, 2018.

117. During the May 15, 2018 settlement conference, Respondent misrepresented to Miriam Newman, Esquire, counsel for Mr. Davalos, and Judge Sheree V. Pitchford, that the defendants had agreed to settle Ms. Davalos' claim for $35,000.00.

118. From April 18, 2018 through May 25, 2018, Mr. Colavita attempted to obtain a release from Respondent.

119. On June 21, 2018, Mr. Colavita filed a Motion to Enforce Settlement.

120. The Court denied the Motion to Enforce Settlement.

121. On July 2, 2018, the firm filed a Motion to Reopen Discovery.

122. The Court granted the Motion to Reopen Discovery.

123. Thereafter, the firm negotiated a confidential settlement of the Rodriguez lawsuit, which concluded the

matter without any financial prejudice to Knight.

VII. Joe Strollo Matter

124. On March 2, 2015, Joe Strollo, an employee of ECRB Towing, was involved in an incident that allegedly resulted in Ms. Sunita Wallace sustaining injuries.

125. Ms. Sunita Wallace retained counsel to represent her for any claims she had arising from the incident.

126. In 2016, a lawsuit was filed on behalf of Ms. Wallace in the Superior Court of New Jersey, Law Division, Essex County, said case captioned ***Sunita Wallace f/n/a Sunita Badger v. Joe Strollo et al.***, docket number ESX-L-2238-16 ("the Strollo lawsuit").

127. Mr. Strollo and ECRB Towing were insured by Knight.

128. The firm assigned Respondent to represent Mr. Strollo and ECRB Towing in the Strollo lawsuit on behalf of Knight.

129. During the period that Respondent was assigned to handle the Strollo lawsuit, Patrick L. Falcon, Esquire, and Alexander DeSevo, Esquire, counsel for Ms. Wallace, sent discovery requests.

130. Respondent received these discovery requests.

131. Respondent failed to:

a. advise Knight about these discovery requests; and

b. respond to these discovery requests.

132. Prior counsel for Mr. Strollo and ECRB Towing had filed an Answer to Ms. Wallace's Complaint.

133. On December 5, 2017, Mr. DeSevo filed a Motion to Strike Answer for Failure to Make Discovery ("the Motion to Strike").

134. Respondent received the Motion to Strike.

135. Respondent failed to:

a. advise Knight about the filing of the Motion to Strike; and

b. file a response to the Motion to Strike.

136. On January 26, 2018, Mr. DeSevo filed a second Motion to Strike Answer for Failure to Make Discovery ("the second Motion to Strike").

137. Respondent received the second Motion to Strike.

138. Respondent failed to:

a. advise Knight about the filing of the second Motion to Strike; and

b. file a response to the second Motion to Strike.

139. By Order dated February 16, 2018, Judge Annette Scoca granted the second Motion to Strike.

140. Respondent failed to inform Knight that Judge Scoca had granted the second Motion to Strike.

141. On February 28, 2018, Mr. DeSevo filed a Motion for Proof Hearing ("the Proof Hearing Motion").

142. Respondent received the Proof Hearing Motion.

143. Respondent failed to:

a. advise Knight about the filing of the Proof Hearing Motion; and

b. file a response to the Proof Hearing Motion.

144. On March 29, 2018, Judge Robert Gardner granted the Proof Hearing Motion.

145. Respondent failed to inform Knight that Judge Gardner had granted the Proof Hearing Motion.

146. On April 16, 2018, Mr. DeSevo filed a Motion to Suppress Defendant's Answer ("the Motion to Suppress").

147. Respondent received the Motion to Suppress.

148. Respondent failed to:

a. advise Knight about the filing of the Motion to Suppress; and

b. file a response to the Motion to Suppress.

149. By Order dated May 11, 2018, Judge Deborah M. Gross-Quatrone granted the Motion to Suppress.

150. Respondent failed to inform Knight that Judge Gross-Quatrone had granted the Motion to Suppress.

151. On May 11, 2018, the court scheduled a proof hearing to be held on June 25, 2018.

152. Respondent failed to advise Knight that a proof hearing was scheduled for June 25, 2018.

153. Sometime after Respondent's employment with the firm was terminated, the firm filed a Motion to Reinstate the Answer and Re-Open Discovery ("the Motion to Reinstate").

154. By Order dated July 6, 2018, Judge Gross-Quatrone granted the Motion to Reinstate, stating in her Order that "'the sins of the advocate should not be visited on the blameless litigant...,' Kosmowski v. Atlantic City Medical Center, 175 N.J. 568 (2003)."

155. On July 25, 2018, Mr. DeSevo filed a Motion to Reconsider.

156. In return for withdrawing the Motion to Reconsider, the firm agreed to pay $4,000.00 in counsel fees to counsel for Ms. Wallace.

157. On August 6, 2018, the Motion to Reconsider was withdrawn.

158. On September 25, 2018, the parties entered into a confidential settlement of the Strollo lawsuit, which concluded the matter without any financial prejudice to Knight.

VIII. United Taxi Matter

159. On March 5, 2015, an unidentified male employee (hereinafter "John Doe") of United Taxi was involved in an automobile accident.

160. Ms. Kelly Simon Ollivierre was a passenger in the vehicle operated by John Doe and retained counsel to represent her for any claims she had arising from the accident.

161. In 2016, a lawsuit was filed on behalf of Ms. Ollivierre in the Superior Court of New Jersey, Law Division, Middlesex County, said case captioned ***Kelly Simone Ollivierre v. United Taxi et al.***, docket number MID-L-4716-16 ("the United Taxi lawsuit").

162. John Doe and United Taxi were insured by Knight.

163. On October 17, 2016, a default judgment was entered against United Taxi.

164. On January 10, 2017, the trial court held a proof hearing.

165. On January 12, 2017, the trial court awarded Ms. Ollivierre $0.00 in damages.

166. Robert H. Heck, Esquire, counsel for Ms. Ollivierre, filed a Motion for Reconsideration of the January 12, 2017 Order, which motion was denied.

167. Thereafter, Mr. Heck filed an appeal from the January 12, 2017 Order with the Superior Court of New Jersey, Appellate Division ("Appellate Division").

168. On August 11, 2017, the firm assigned Respondent to represent John Doe and United Taxi in the United Taxi lawsuit on behalf of Knight.

169. By per curiam Opinion dated March 29, 2018, the Appellate Division reversed and vacated the January 12, 2017 Order and remanded the matter to the trial court for a determination of the amount of economic and non-economic damages.

170. While Respondent was handling the United Taxi lawsuit, he failed to:

a. move to vacate the October 17, 2016 default judgment and to seek leave to file an Answer to the Complaint; and

b. move to seek leave to file an appellate brief with the Appellate Division.

171. On April 17, 2018, the trial court held a second proof hearing and entered a default judgment in favor of Ms.

Ollivierre in the amount of $75,000.00.

172. Respondent failed to:

a. advise Knight of the second proof hearing;

b. appear at the second proof hearing;

c. submit any written opposition to the second proof hearing; and

d. advise Knight of the default judgment.

173. Sometime after Respondent's employment with the firm was terminated, the firm filed a Motion to Vacate Default Judgment and Permit Defendant to file an Answer ("the Motion to Vacate").

174. By Order dated August 31, 2018, the trial court granted the Motion to Vacate.

175. On April 4, 2019, the parties entered into a confidential settlement of the United Taxi lawsuit, which concluded the matter without any financial prejudice to the client.

IX. Wilson Acevedo Matter

176. Wilson Acevedo, an employee of Wilkie Trucking, Inc. ("Wilkie"), was involved in an automobile accident.

177. Mr. Julio Vargas-Yanez was also involved in the automobile accident and retained counsel to represent him for any claims he had arising from the automobile accident.

178. In 2017, a lawsuit was filed on behalf of Mr. Vargas-Yanez in the Superior Court of New Jersey, Law Division, Passaic County, said case captioned ***Julio Vargas-Yanez vs. Wilson Acevedo et al.***, docket number PAS-L-1115-17 ("the Acevedo lawsuit").

179. Mr. Acevedo and Wilkie were insured by Knight.

180. The firm assigned Respondent to represent Mr. Acevedo and Wilkie in the Acevedo lawsuit on behalf of Knight.

181. During the period that Respondent was assigned to the Acevedo lawsuit, he failed to:

a. file an Answer to the Complaint;

b. serve discovery requests on Dennis G. Polizzi, Esquire, counsel for Mr. Vargas-Yanez; and

c. provide responses to Mr. Polizzi's discovery requests.

182. On May 7, 2018, Mr. Polizzi filed a Motion to Enter Default Judgment ("the Default Judgment Motion").

183. Respondent failed to inform Knight about the filing of the Default Judgment Motion.

184. Respondent failed to file any opposition to the Default Judgment Motion.

185. By Order dated May 25, 2018, Judge Raymond A. Reddin granted the Default Judgment Motion.

186. A proof hearing was scheduled for July 6, 2018.

187. After Respondent's employment with the firm was terminated, the firm discovered that a default judgment had been entered in the Acevedo lawsuit.

188. Thereafter, the firm, with Mr. Polizzi's agreement, filed a Consent Order that:

a. vacated the May 25, 2018 Order;

b. allowed the filing of an Answer to the Complaint; and

c. permitted the firm to conduct discovery in the Acevedo lawsuit.

X. Willie Walden and Esurance PIP Reimbursement Matters

189. On August 14, 2013, Willie Walden, an employee of Jimmy's Transportation, was involved in an automobile accident.

190. Sairy Calhoun was also involved in the automobile accident and retained counsel to pursue any claims arising from the automobile accident.

191. Mr. Walden and Jimmy's Transportation were insured by Knight.

192. The firm assigned Respondent to represent Mr. Walden and Jimmy's Transportation on behalf of Knight.

193. Respondent agreed to settle Sairy Calhoun's claims for $1,000,000.00.

194. At the time Respondent agreed to settle Sairy Calhoun's claims, Respondent failed to obtain authorization from Knight to settle Sairy Calhoun's claims for $1,000,000.00.

195. Respondent failed to advise Knight that he had settled Sairy Calhoun's claims for $1,000,000.00.

196. Sometime after Respondent had settled Sairy Calhoun's claims for $1,000,000.00, Respondent received an email from Knight advising him that it wanted to settle Sairy Calhoun's claims.

197. Without disclosing to Knight that he had already settled Sairy Calhoun's claims for $1,000,000.00, Respondent persuaded Knight to pay $1,000,000.00 to resolve Sairy Calhoun's claims.

198. At the time of the automobile accident, Sairy Calhoun was insured through Esurance Property and Casualty Insurance Company ("Esurance").

199. Esurance issued Personal Injury Protection ("PIP") benefits on behalf of Sairy Calhoun that totaled $15,000.00.

200. Esurance, as subrogee of Sairy Calhoun, sought reimbursement of PIP benefits paid to Sairy Calhoun by

pursuing an inter-insurance company arbitration proceeding against Knight.

201. On July 8, 2017, Esurance submitted the PIP reimbursement claim to arbitration and demanded $15,000.00.

202. Respondent failed to:

a. advise Knight of the arbitration proceeding; and

b. oppose the arbitration demand on the basis that Knight had paid the policy limits to Sairy Calhoun.

203. On July 13, 2017, an arbitration award of $15,000.00 was entered in favor of Esurance.

204. Respondent failed to inform Knight about the issuance of the arbitration award.

205. Sometime after Respondent's employment with the firm was terminated, the firm discovered that Esurance had obtained a $15,000.00 arbitration award against Knight for reimbursement of PIP benefits.

206. The firm agreed to pay the $15,000.00 arbitration award on behalf of Knight because Knight's defense of having paid the policy limits was waived when Respondent failed to raise that defense at the arbitration proceeding.

XI. GEICO PIP Reimbursement Claim

207. On July 21, 2011, Ms. Juliana Gomes was injured in an automobile accident that involved a vehicle owned by MAGA Car, LLC ("MAGA").

208. At the time of the automobile accident, Ms. Gomes was insured through GEICO.

209. MAGA was insured by Knight.

210. In connection with the automobile accident, GEICO issued PIP benefits on behalf of Ms. Gomes that totaled $12,163.37, and incurred cost containment charges of $2,944.24, for a total of $15,107.61.

211. GEICO, as subrogee of Ms. Gomes, sought reimbursement of PIP benefits paid to Ms. Gomes and cost containment charges.

212. The firm assigned Respondent to represent Knight.

213. Knight authorized Respondent to settle the matter with GEICO by offering 50% of the amount requested by GEICO.

214. Respondent made the settlement offer to GEICO, which was rejected.

215. Respondent failed to inform Knight that the settlement offer was rejected.

216. In February 2018, GEICO submitted the PIP benefits and cost containment charges reimbursement claim to an inter-

insurance company arbitration proceeding and demanded $15,107.61.

217. The arbitration hearing was held on May 21, 2018.

218. Respondent failed to appear for the arbitration hearing.

219. On May 22, 2018, an arbitration award of $15,107.61 was entered in favor of GEICO.

220. Sometime after Respondent's employment with the firm was terminated, the firm discovered that GEICO had obtained a $15,107.61 arbitration award against Knight for reimbursement of PIP benefits and cost containment charges.

221. On June 5, 2018, the firm and Knight each agreed to pay one-half ($7,553.81) of the arbitration award.

XII. Transforce Matter

222. On May 7, 2015, Jahmar Lyttle, a driver for Transforce, Inc. ("Transforce"), was involved in a tractor trailer accident.

223. Mr. Johnnie Suggs was also involved in the tractor trailer accident and retained counsel to represent him for any claims he had arising from the tractor trailer accident.

224. Transforce was a client of the firm.

225. In 2017, a lawsuit was filed on behalf of Mr. Suggs in the Superior Court of New Jersey, Law Division, Cumberland

County, said case captioned ***Johnnie Suggs vs. Clarke Road Transport, Inc. et al.***, docket number CUM-L-255-17 ("the Transforce lawsuit").

226. The firm assigned Respondent to represent Transforce and Mr. Lyttle in the Transforce lawsuit.

227. The discovery deadline in the Transforce lawsuit was June 23, 2018.

228. During the period that Respondent was assigned to the Transforce lawsuit, Michael J. Gaffney, Esquire, counsel for Mr. Suggs, made the following discovery requests:

a. Answers to Interrogatories; and

b. Demand for Production of Documents.

229. Respondent failed to inform Transforce about these discovery requests.

230. Respondent failed to respond to Mr. Gaffney's discovery requests.

231. Mr. Gaffney wanted to depose Mr. Lyttle and a representative of Clarke Road Transport, Inc. ("Clarke").

232. The depositions of Mr. Suggs, Mr. Lyttle, and a representative of Clarke were scheduled for May 4, 2018.

233. Respondent had notice of the depositions.

234. Respondent failed to make Mr. Lyttle and a representative of Clarke available to be deposed.

235. By letter dated May 8, 2018, sent by Mr. Gaffney to Respondent, Mr. Gaffney, *inter alia*, advised Respondent that if he did not receive responses to the discovery requests and if the depositions of Mr. Lyttle and a representative of Clarke were not rescheduled, Mr. Gaffney would have to file a motion with the court.

236. Respondent received this letter.

237. By email dated May 17, 2018, sent by Mr. Gaffney to Respondent, Mr. Gaffney, *inter alia*, requested that Respondent contact him that day regarding the responses to the discovery requests and the depositions of Mr. Lyttle and a representative of Clarke; otherwise, Mr. Gaffney would file a motion for discovery with the court.

238. Respondent received this email.

239. On May 25, 2018, Mr. Gaffney filed with the court a Motion to Strike the Answer and Suppress the Defenses of Defendants for Failing to Provide Discovery ("the Motion to Strike the Answer").

240. Sometime after Respondent's employment with the firm was terminated, the firm, with Mr. Gaffney's consent, filed a motion to extend the discovery deadline, which motion was granted.

241. Thereafter, the parties entered into a confidential settlement of the Transforce lawsuit, which concluded the matter without any financial prejudice to Transforce.

XIII. Michael's Store Matter

242. On October 24, 2016, Reno J. Ciccotta, Esquire, filed a premises liability case on behalf of Joan A. Ernst in the Philadelphia Court of Common Pleas, said case captioned ***Joan A. Ernst v. Michael's Stores, Inc.***, docket number 161003340 ("the Michael's lawsuit").

243. The firm represented Michael's Store, Inc. ("Michael's").

244. The firm assigned Respondent to handle the Michael's lawsuit.

245. During the period that Respondent was assigned to the Michael's lawsuit, Mr. Ciccotta made the following discovery requests:

a. Answers to Interrogatories; and

b. Request for Production of Documents.

246. Respondent failed to respond to Mr. Ciccotta's discovery requests.

247. On April 7, 2017, Mr. Ciccotta filed a Motion to Compel Answers and Production of Documents ("the Motion to Compel").

248. By Order dated April 20, 2017, the court granted the Motion to Compel and directed that Michael's submit responses to the outstanding discovery requests within twenty days of the date of the Order.

249. Michael's authorized Respondent to settle the Michael's lawsuit for $20,000.00.

250. In November 2017, Respondent entered into a verbal agreement with Mr. Ciccotta to settle the Michael's lawsuit for $35,000.00.

251. Respondent failed to:

a. obtain authorization from Michael's to settle the Michael's lawsuit for $35,000.00; and

b. advise Michael's that he had settled the Michael's lawsuit for $35,000.00.

252. Sometime after November 2017, Ms. Ernst died.

253. On April 23, 2018, Mr. Ciccotta filed a Motion for Failure to Deliver Settlement Funds of Richard A. Ernst, Executor of the Estate of Joan A. Ernst, Plaintiff ("the Motion for Failure to Deliver Settlement Funds").

254. Respondent failed to advise Michael's about the filing of the Motion for Failure to Deliver Settlement Funds.

255. Sometime after Respondent's employment with the firm was terminated, the firm notified Michael's about the

Motion for Failure to Deliver Settlement Funds and that Respondent had settled the Michael's lawsuit for $35,000.00.

256. The firm and Michael's agreed that the firm would pay $15,000.00 and Michael's would pay $20,000.00 toward the $35,000.00 settlement.

257. By his conduct as alleged in paragraphs 11 through 256 above, Respondent violated the following Pennsylvania Rules of Professional Conduct ("PA RPC") and New Jersey Rules of Professional Conduct ("NJ RPC"):

a. PA RPC 1.2(a), which states that subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to

be entered, whether to waive jury trial and whether the client will testify;

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

c. PA 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;

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

e. PA RPC 1.4(b), which states that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;

f. PA RPC 4.1(a), which states that in the course of representing a client a lawyer shall not knowingly make a false statement of material fact or law to a third person;

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

in conduct involving dishonesty, fraud, deceit or misrepresentation;

h. PA 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;

i. NJ RPC 1.1(a), which states that a lawyer shall not handle or neglect a matter entrusted to the lawyer in such manner that the lawyer's conduct constitutes gross negligence;

j. NJ RPC 1.1(b), which states that a lawyer shall not exhibit a pattern of negligence or neglect in the lawyer's handling of legal matters generally;

k. NJ RPC 1.2(a), which states a lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (c) and (d), and as required by RPC 1.4 shall consult with the client about the means to pursue them. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision

whether to settle a matter. In a criminal case, the lawyer shall consult with the client and, following consultation, shall abide by the client's decision on the plea to be entered, jury trial, and whether the client will testify;

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

m. NJ RPC 1.4(b), which states that a lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information;

n. NJ RPC 1.4(c), which states that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation;

o. NJ RPC 4.1(a), which states that in representing a client a lawyer shall not knowingly make a false statement of material fact or law to a third person;

p. NJ 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

q. NJ 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.

SPECIFIC JOINT RECOMMENDATION FOR DISCIPLINE

258. Petitioner and Respondent jointly recommend that the appropriate discipline for Respondent's admitted misconduct is a suspension of three years retroactive to September 9, 2019, the date of Respondent's temporary suspension.

259. 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 Pa.R.D.E. 215(d), stating that he consents to the recommended discipline, including the mandatory acknowledgements contained in Pa.R.D.E. 215(d)(1) through (4).

260. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that there are

several weighty mitigating circumstances:

a. Respondent was diagnosed with depression and anxiety; attached as Attachment A and Attachment B, respectively, are a March 21, 2020 letter from Respondent's psychiatrist and a March 30, 2020 letter from Respondent's therapist, a licensed clinical social worker, which letters collectively discuss Respondent's diagnosis and treatment;

b. Petitioner has concluded that at a disciplinary hearing, Respondent would establish that there is a causal connection between his misconduct and his psychiatrically-diagnosed conditions so as to constitute mitigation under ***Office of Disciplinary Counsel v. Braun***, 553 A.2d 894 (Pa. 1989);

c. Respondent has admitted engaging in misconduct and violating the charged Pennsylvania Rules of Professional Conduct and New Jersey Rules of Professional Conduct;

d. Respondent has cooperated with Petitioner, as is evidenced by Respondent's admissions herein

and his consent to receiving a three-year suspension;

e. Respondent is remorseful for his misconduct and understands he should be disciplined;

f. Respondent has no record of discipline in the Commonwealth; and

g. Respondent self-reported his misconduct to Petitioner.

261. Petitioner and Respondent's joint recommendation for a three-year suspension is supported by the two combined suspensions totaling three years in the matters of: ***Office of Disciplinary Counsel v. Jeffrey L. Perlman***, No. 90 DB 2016 (Recommendation of the Three-Member Panel of the Disciplinary Board 10/18/16)(S.Ct. Order 11/4/16)(consent eighteen-month suspension); and ***Office of Disciplinary Counsel v. Jeffrey L. Perlman***, No. 60 DB 2018 (Recommendation of the Three-Member Panel of the Disciplinary Board 5/9/18)(S.Ct. Order 6/1/18)(consent eighteen-month suspension consecutive to the eighteen-month suspension imposed in No. 90 DB 2016).

In the first ***Perlman*** matter, No. 90 DB 2016, Respondent Perlman had engaged in misconduct in nine client matters. In all of those matters, Respondent Perlman engaged in neglect and lack of communication; however, in four of the matters he

also made misrepresentations to his clients. Respondent Perlman also commingled his personal funds with fiduciary funds and he failed to: promptly notify several medical providers about the receipt of settlement funds; and promptly distribute settlement funds to those medical providers and to several clients.

In the second ***Perlman*** matter, No. 60 DB 2018, Respondent Perlman had engaged in misconduct in seven client matters. In six of the matters, Respondent Perlman engaged in neglect; in five of the matters, he failed to communicate; and in two of the matters, he made misrepresentations to his clients. Furthermore, Respondent Perlman had failed to advise two clients that he had been suspended for eighteen months.

Respondent Chancey's misconduct resembles Respondent Perlman's misconduct in that both attorneys engaged in serial neglect and lack of communication, and made multiple misrepresentations. However, each attorney had engaged in a type of misconduct in which the other had not, in that Respondent Chancey had settled seven cases without obtaining authorization from his clients, while Respondent Perlman had mishandled fiduciary funds. Moreover, the scope of Respondent Perlman's misconduct (sixteen client matters) was slightly greater than the scope of Respondent Chancey's

misconduct (thirteen client matters).

In terms of mitigation, Respondent Chancey self-reported, while Respondent Perlman did not, and Respondent Perlman, of course, had a record of discipline by the time his second matter was prosecuted, in that he was serving the suspension imposed in his first disciplinary matter. Otherwise, Respondent Chancey and Respondent Perlman share the same mitigating factors, which include cooperation, remorse, and ***Braun*** mitigation.

In summary, in his two disciplinary matters, Respondent Perlman effectively received a three-year suspension for misconduct in sixteen client matters that consisted of, *inter alia*: neglect (fifteen matters); failure to communicate (fourteen matters); and misrepresentations (six matters). Respondent Chancey's misconduct occurred in thirteen client matters and consisted of, *inter alia*: neglect (ten matters); failure to communicate (thirteen matters); misrepresentations (five matters), and settling seven cases without obtaining the authorization of his clients.

Based on the combined term of suspension imposed in the Perlman matters, a suspension of three years is sufficiently lengthy to advance the goals of attorney discipline. Those goals are protecting the public, maintaining the integrity of

the courts and the legal profession, and specific and general deterrence. *See* ***Office of Disciplinary Counsel v. Keller***, 506 A.2d 872, 875 (Pa. 1986); ***In re Iulo***, 766 A.2d 335, 338-339 (Pa. 2001).

262. Petitioner and Respondent jointly recommend that the three-year suspension be retroactive to the date of Respondent's temporary suspension. Respondent self-reported, entered into a joint petition for temporary suspension, and cooperated throughout.

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 that the Supreme Court enter an Order that Respondent receive a suspension of three years, to be made retroactive to September 9, 2019, the date of the temporary suspension Order, and that Respondent comply

with all of the provisions of Rule 217, Pa.R.D.E.; and

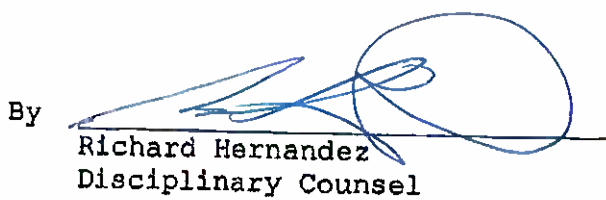
b. Pursuant to Pa.R.D.E. 215(i), the Three-Member Panel of the Disciplinary Board enter an order for Respondent to pay the necessary expenses incurred in the investigation and prosecution of this matter, and that under Pa.R.D.E. 208(g)(1) all expenses be paid by Respondent within 30 days after the notice of the taxed expenses is sent to Respondent.

Respectfully and jointly submitted,

OFFICE OF DISCIPLINARY COUNSEL

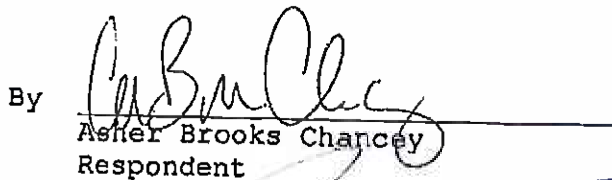
THOMAS J. FARRELL
CHIEF DISCIPLINARY COUNSEL

May 17, 2020
Date



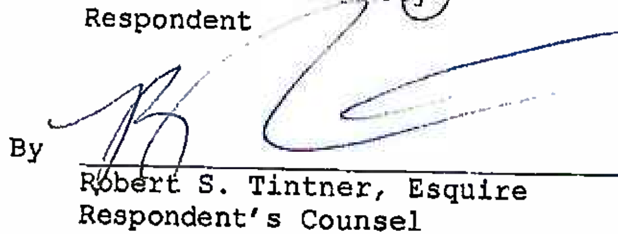
By ______________________
Richard Hernandez
Disciplinary Counsel

May 11, 2020
Date



By ______________________
Asher Brooks Chancey
Respondent

May 11, 2020
Date



By ______________________
Robert S. Tintner, Esquire
Respondent's Counsel

ATTACHMENT A

UNAVAILABLE -

CONFIDENTIAL DOCUMENT

ATTACHMENT B

UNAVAILABLE -

CONFIDENTIAL DOCUMENT

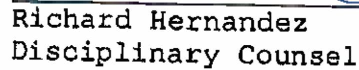
BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 2647 Disc. Dkt. No. 3
	:	No. 153 DB 2019
v.	:	
	:	Atty. Reg. No. 205029
ASHER BROOKS CHANCEY, Respondent	:	(Philadelphia)

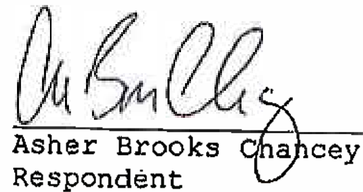
VERIFICATION

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 or information and belief and are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

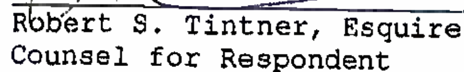
May 17, 2020
Date


Richard Hernandez
Disciplinary Counsel

May 11, 2020
Date


Asher Brooks Chancey
Respondent

May 11, 2020
Date


Robert S. Tintner, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, Petitioner	:	No. 2647 Disc. Dkt. No. 3
	:	No. 153 DB 2019
v.	:	
	:	Atty. Reg. No. 205029
ASHER BROOKS CHANCEY,	:	
Respondent	:	(Philadelphia)

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

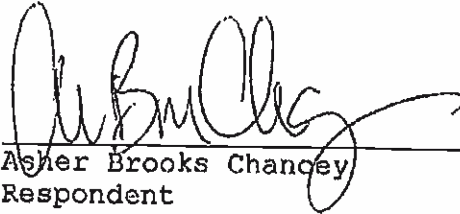
Respondent, Asher Brooks Chancey, hereby states that he consents to the imposition of a suspension of three years as jointly recommended by Petitioner, Office of Disciplinary Counsel, and Respondent in the Joint Petition in Support of Discipline on Consent and further states that:

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 Robert S. Tintner, Esquire, in connection with the decision to consent to discipline;

2. He is aware that there is presently pending an investigation into 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 charges predicated upon the matter under investigation were filed, he could not successfully defend against them.

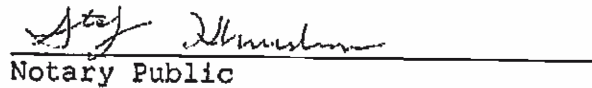


Asher Brooks Chancey
Respondent

Sworn to and subscribed

before me this 11TH

day of MAY, 2020.



Notary Public