

IN THE SUPREME COURT OF PENNSYLVANIA

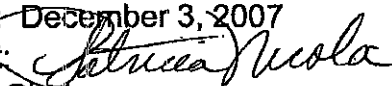
OFFICE OF DISCIPLINARY COUNSEL, : No. 1298 Disciplinary Docket No. 3
Petitioner :
 : No. 157 DB 2005
v. :
 : Attorney Registration No. 55765
JEFFREY BRIAN FEINMAN, :
Respondent : (Montgomery County)

ORDER

PER CURIAM:

AND NOW, this 3rd day of December, 2007, upon consideration of the Recommendation of the Three-Member Panel of the Disciplinary Board dated August 17, 2007, the Joint Petition in Support of Discipline on Consent is hereby granted pursuant to Rule 215(g), Pa.R.D.E., and it is

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

A True Copy Patricia Nicola
As of: December 3, 2007
Attest: 
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

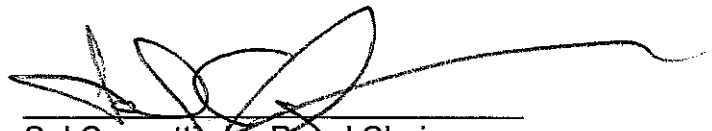
OFFICE OF DISCIPLINARY COUNSEL : No. 157 DB 2005
Petitioner :
v. : Attorney Registration No. 55765
JEFFREY BRIAN FEINMAN :
Respondent : (Montgomery County)

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 Sal Cagnetti, Jr., Gary G. Gentile and William A. Pietragallo, has reviewed the Joint Petition in Support of Discipline on Consent filed in the above-captioned matter on July 9, 2007.

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

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



Sal Cagnetti, Jr., Panel Chair
The Disciplinary Board of the
Supreme Court of Pennsylvania

Date: August 17, 2007

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. ~~157~~ DB 2007 ²⁰⁰⁵
Petitioner :
: ODC File No. C2-05-520
v. :
: Attorney Registration No. 55765
JEFFERY BRIAN FEINMAN, :
Respondent : (Montgomery County)

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

Petitioner, Office of Disciplinary Counsel, by Paul J. Killion, Chief Disciplinary Counsel, and Barbara S. Rosenberg, Disciplinary Counsel, and Respondent, Jeffery Brian Feinman, by his counsel James C. Schwartzman, Esquire, file this Joint Petition In Support Of Discipline On Consent Under Rule 215(d) of the Pennsylvania Rules of Disciplinary Enforcement and respectfully represent that:

1. Petitioner, whose principal office is located at Suite 1400, 200 North Third Street, Harrisburg, Pennsylvania, 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 brought in accordance with the various provisions of said Enforcement Rules.

FILED

JUL 09 2007

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

2. Respondent, Jeffery Brian Feinman, was born in 1961, was admitted to practice law in the Commonwealth on November 9, 1989, maintains his office at One Merion Road, Merion Station, PA 19066, and is subject to the disciplinary jurisdiction of the Disciplinary Board of the Supreme Court.

3. Respondent was notified of allegations of violations of the Rules of Professional Conduct by Request for Statement of Respondent's Position (Form DB-7) dated August 26, 2005, and by Supplemental Request (Form DB-7A) dated August 22, 2006, to which he responded, respectively, by letters dated October 11, 2005 and October 23, 2006. Respondent was served with subpoenas for records of his financial transactions. After filing a motion to quash said subpoenas, which was denied, Respondent produced records as requested.

SPECIFIC FACTUAL ADMISSIONS AND
RULES OF PROFESSIONAL CONDUCT VIOLATED

4. Respondent hereby admits that the factual allegations in ¶¶5-16, *infra.*, are true and correct.

5. During a period commencing no later than November 2004 and continuing through at least November 2005, Respondent engaged in a pattern of misconduct with respect to his handling of fiduciary funds, in that, in cases including but not limited to those set forth in ¶¶6-15, *infra.*, he:

- a. deposited to his IOLTA account funds in which clients and third parties had an interest and commingled such funds with his own in that IOLTA account and in his operating account;

- b. failed to promptly advise clients and third parties of his receipt of funds in which they had an interest;
- c. failed to promptly deliver said funds to clients and third parties entitled to receive such funds, and, in some cases, failed to deliver the funds;
- d. deducted from the proceeds of representations costs in excess of his actual costs, including undocumented "administrative fees" and "processing" costs which were actually operating expenses, misrepresented his costs to his clients, and charged fees in excess of the amount agreed upon in the contingent fee agreement;
- e. withdrew from the IOLTA account funds which he was required to hold inviolate for clients and third parties, by checks payable to himself or his law firm, which he deposited to his operating account to cover negative balances;
- f. withdrew fees and costs attributable to cases in which proceeds had not yet been received and would not be received for several weeks or longer, thereby drawing on funds due to other clients;
- g. maintained negative check register balances and register balances less than amounts cumulatively due to clients and third parties; and

h. failed to maintain in the IOLTA account sufficient balances to support all fiduciary entrustments at all times.

6. *Winifred Amos-Wilson, Administratrix of the Estate of Archell Hardaway, Deceased, v. Bala Nursing and Retirement Center, Mercy Health Systems, et al:*

a. In January 2002, Respondent was retained by Winifred Amos-Wilson, sister of Archell Hardaway ("decedent"), with respect to claims relating to decedent's care while at Bala Nursing and Retirement Center ("Bala") owned by Mercy Health Systems ("Mercy").

b. Ms. Amos-Wilson signed an agreement providing for a "thirty 33%" [sic] contingent fee.

c. In May 2002, Respondent filed a Petition for Grant of Letters of Administration of decedent's estate for suit purposes, along with renunciations executed by decedent's adult children (her heirs), and Letters issued to Ms. Amos-Wilson.

d. Respondent did not file an Inventory of the estate and notify the heirs of their interest as required by Orphans' Court Rule 5.6.

e. In September 2004, Respondent settled the claim against Mercy for \$15,000.00, and in December he received and endorsed the proceeds check pursuant to his power of attorney in the fee agreement.

- f. Respondent deposited the proceeds to the IOLTA account but did not promptly compromise or pay outstanding medical liens or make distribution to the estate.
- g. In May 2005, Respondent received and deposited to the IOLTA account proceeds of the Bala claim in the amount of \$22,500.00.
- h. Thereafter, Respondent provided Ms. Amos-Wilson with five Schedules of Distribution containing inconsistent information as to costs, medical bills and medical liens, counsel fees, and balance due to client, each of which included a release of Respondent and his law office from prospective claims arising from the representation.
- i. In June 2005, Respondent issued a \$13,038.02 check to Ms. Amos-Wilson and provided to her a statement from the Department of Public Welfare ("DPW") showing \$2,080.30 due for decedent's benefits, along with a final Statement of Distribution, which deducted \$14,833.36 in costs and \$2,080.30 for the medical lien, although Respondent's actual costs amounted to \$13,926.15 (an overcharge of \$907.21), but reduced the fee to \$7,547.82, about 20% of the gross and 33.3% of the net settlement.
- j. Respondent did not pay the DPW lien or hold the funds intact.

- k. In July 2005, Ms. Amos-Wilson sent Respondent a certified letter asking that he account for the proceeds. Respondent failed to respond to that letter or to a letter from an attorney on her behalf.
- l. After receiving the DB-7, Respondent paid the DPW lien in a compromised amount of \$1,200.00 and sent a \$595.76 check, representing two-thirds of the lien escrow balance, to Ms. Amos-Wilson's attorney.
- m. On June 1, 2007, Respondent remitted \$147.74 (\$284.54 in duplicate fees less \$136.80 in undercharged costs) due to the estate.

7. *Carol Burroughs v. Amtrak:*

- a. Ms. Burroughs signed a 33 1/3% fee agreement.
- b. In May 2005 Respondent settled the case for \$10,000.00, deposited the proceeds to the IOLTA account, and issued a statement of distribution showing a fee of \$4,000.00 (40%), an overcharge of \$666.67, and costs of \$411.83, \$119.29 in excess of his actual costs.
- c. In October 2006, after being notified of the fee overcharge, Respondent made restitution in the amount of \$718.47, which included interest.

d. On June 1, 2007, Respondent remitted the remaining \$67.49 due to the client.

8. *Denise and John DeSantis v. Alan Warchol, et al.:*

a. Respondent settled the DeSantis's UIM claim against Shelby Insurance Company for \$17,500.00 and their claim against Alan Warchol for \$12,500.00.

b. Respondent issued a Statement of Distribution for the Warchol claim showing deductions including costs of \$1,700.13, and a Statement for the Shelby claim which included costs of \$848.27.

c. The total costs of \$2,548.40 are \$661.39 in excess of actual costs.

d. On June 1, 2007, Respondent remitted the remaining \$661.39 due to the client.

9. *Benjamin Dudley, a minor, by Tina Dudley, Tina Dudley and Jeffrey M.*

Dudley v. Scot Paul Clews and St. Clair Veterans Ambulance Fund:

a. Respondent agreed to represent Ms. Dudley and her minor son Jeffrey for contingent fees of 33 1/3%.

b. In November 2004, an order was entered on Respondent's Petition for Leave to Settle or Compromise Minor's Action, pursuant to which a \$1,000.00 settlement was to be distributed \$250.00 to Respondent and \$750.00 to the minor, to be deposited to a restricted account, and Respondent was to file proof of the deposit within thirty days.

- c. In December 2004, Respondent deposited the minor's proceeds check to the IOLTA account but failed to make distribution in accordance with the court order.
- d. In January 2005, Respondent deposited to the IOLTA account a check in the amount of \$23,500.00 for Tina Dudley's claim.
- e. In March 2005, Respondent made distribution to Ms. Dudley and issued a statement of distribution deducting costs totaling \$3,012.42, an excess of \$1,172.86 over his record costs.
- f. In April 2005, contrary to the court's order, Respondent issued a check in the amount of \$667.00 on account of the minor's claim directly to Ms. Dudley, a deficit of \$87.00.
- g. On June 28, 2007, Respondent remitted the remaining \$956.50 to his client.

10. *Joy Hession v. Mohamed Imran Allie, et al:*

- a. Respondent and Ms. Hession entered into a 33 1/3% contingent fee agreement.
- b. On March 31, 2005, Respondent withdrew \$10,000.00 from the IOLTA account by check payable to himself for "Hession Fee Partial."
- c. On May 10, 2005, Respondent deposited to the IOLTA account settlement proceeds in the amount of \$42,500.00.

- d. In June 2005, Respondent issued a Statement of Distribution in which he deducted a fee of \$16,180.00 (\$2,013.33 in excess of 33 1/3%), costs of \$702.75 (an overcharge of \$198.00), and a medical lien in the amount of \$2,050.00, and made distribution to the client in the amount of \$23,567.25 and to himself in the amount of \$6,882.75.
- e. Respondent failed to pay off the medical lien until October 20, 2005.
- f. After receiving the DB-7A, Respondent returned excess fees and interest of \$2,013.33 and \$166.65, respectively, to the client.
- g. On June 1, 2007, Respondent remitted the remaining \$98.13 due to the client.

11. *Adrienne Malkowicz, Guardian of Anthony Italiano, an Incapacitated Person v. Beechwood Center of New Jersey:*

- a. Respondent filed an incapacitated person's compromise petition in a New Jersey court in which he showed a gross settlement of \$185,000.00 and deducted medical liens including "NJ Division of Medical Assistance 4,577.95" and "River Bend GBA (Medicare A & B) (estimate - after compromise) 51,000"; claimed various costs, including "administrative fee," totaling \$16,199.48 (\$1,486.24 less than Respondent's record costs), plus fees of \$23,222.57; and proposed distribution to the client of

\$90,000.00.

- b. In October 2004, the court approved the distribution as set forth in the Petition and directed that the \$90,000.00 be placed into a restricted special needs trust for the sole benefit of the incapacitated person established by the Orphans' Court of Lehigh County and further monies be paid only upon further order of the court.
- c. In October 2004, Respondent deposited the proceeds check to the IOLTA account.
- d. Respondent issued a check dated November 15, 2004, in the amount of \$90,000.00, payable to Ms. Malkowicz, without advising her to deposit the funds to the trust. The check was not promptly negotiated.
- e. During the four months before the Malkowicz check cleared, Respondent drew checks against the \$90,000.00 to various parties on unrelated matters, including numerous checks payable to himself or his law office, which would not have cleared had the \$90,000.00 not been in the account.
- f. Respondent failed to promptly act to compromise and pay the medical liens.
- g. In March 2005, the \$90,000.00 check cleared, and in April, a check in the amount of \$35,077.55 to Riverbend cleared.

- h. In February 2006, Respondent issued a check in the amount of \$4,577.95 for the Medical Assistance lien.
- i. Respondent failed to advise the client and the court that he had compromised the Riverbend claim, to seek court approval for further handling of the remaining \$15,922.45 and to hold those funds inviolate.
- j. Respondent failed to maintain a sufficient balance in the account to support the Italiano entrustment.
- k. Respondent failed to disburse the outstanding \$15,922.50 to the client until April 6, 2007.

12. *Bobbie Myers v. Campbell, et al:*

- a. Respondent and Ms. Myers entered into a 40% contingent fee agreement.
- b. In July 2004, Ms. Myers signed a statement of distribution showing settlement of \$29,500.00, a DPW lien of \$2,500.00, costs of \$4,248.32 (\$1,649.21 in excess of actual costs), counsel fee of \$10,800.00 (\$1,000.00 less than actual fee), and \$11,951.68 due to the client.
- c. In August 2004, Respondent made distribution of \$10,000.00 to the client.
- d. As of October 2004, a total of \$29,500.00 had been deposited to the IOLTA account on behalf of Ms. Myers, but the initial de-

posit was not recorded on the client's ledger.

- e. Respondent failed to promptly pay the DPW lien and the balance due to Ms. Myers.
- f. In December 2004, Respondent distributed \$11,951.68 to Ms. Myers and \$2,500.00 to DPW.
- g. On July 5, 2007, Respondent made restitution of \$649.21 to Ms. Myers.

13. *Toi Robinson v. Jo-Mar Textiles, Inc.:*

- a. In December 2004, Respondent deposited a settlement check in the amount of \$14,164.00 and issued a Statement of Distribution listing an escrow of \$2,500.00 for medical bills, total costs of \$496.02, including an administrative fee of \$250.00 (an excess over actual costs of \$150.00), and \$6,446.65 due to the client.
- b. Respondent did not pay a \$1,500.00 outstanding medical bill until May 2005 and failed to promptly remit to the client the \$1,000.00 balance due to the client.
- c. In August 2006, after receiving the DB-7A, Respondent remitted \$861.91 to the client, leaving a balance due of \$288.09.
- d. On June 28, 2007, Respondent remitted \$150.00 to the client.

14. *Arlene and John Cupp v. Five Star Transportation:*

- a. In October 2001, Arlene Cupp signed a 40% contingent fee agreement.

- b. On February 14, 2003, Respondent withdrew \$15,000.00 from the IOLTA account, by check payable to "Law Offices of Jeff B. Feinman," for "partial distribution" in the Cupp case, thereby drawing against funds of other clients.
- c. On March 15, 2003, Respondent withdrew \$50,000.00 from the IOLTA account, by check payable to "Law Offices of Jeff B. Feinman," for "partial distribution" in the Cupp case, thereby drawing against funds of other clients.
- d. On March 20, 2003, Respondent deposited proceeds in the amount of \$584,000.00 to the IOLTA account and made distribution of \$330,652.38 to the client, \$6,500.00 to another law firm for reimbursement of a "loan" to the clients, \$2,000.00 for a medical lien, costs of \$6,609.42 (\$1,181.71 in excess of record costs), referral fees and costs to another attorney, and \$30,000.00 to "Trustee."
- e. On June 1, 2007, Respondent remitted the \$1,181.71 due to the client.

15. *David Williams v. Weisman et al:*

- a. On November 15 and 24, 2004, Respondent withdrew a total of \$8,3419.10 from the IOLTA account which he attributed to this client, thereby drawing against funds of other clients.

- b. On November 29, 2004, Respondent issued a Statement of Distribution which deducted costs of \$2,231.60, \$619.06 in excess of his actual costs.
 - c. On December 20, 2004, Respondent withdrew from the IOLTA account and deposited to his operating account \$10,330.90 ostensibly on account of this client, along with \$23,825.83 attributable to two other clients, and he made distribution to the clients from the operating account.
 - d. On December 28, 2004, Respondent deposited to the IOLTA account a proceeds check in the amount of \$18,750.00.
 - e. On June 1, 2007, Respondent remitted the \$619.06 due to the client.
16. On June 1, 2007, Respondent issued sixteen additional checks, totaling \$6,274.44, on account of overcharges.
17. On June 28, 2007, Respondent issued a check for \$77.08 to an additional client.
18. Respondent admits that by his conduct as described in paragraphs 4 through 17 above, he violated the following Rules of Professional Conduct:
- a. (former) RPC 1.8(h) and (current) 1.8(h)(1), which prohibit a lawyer from making an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement;

- b. 1.15(a), which requires that a lawyer hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property and preserve complete records of such funds for a period of five years after termination of the representation;
- c. RPC 1.15(b), which requires that upon receiving fiduciary funds, a lawyer promptly notify the client or third person, and that upon request by the client or third person, promptly render a full accounting regarding such property;
- d. (former) RPC 1.15(d) and (current) RPC 1.15(g), which require that a lawyer place all qualified funds in an IOLTA account;
- e. RPC 8.4(a), which states that it is professional misconduct for a lawyer to violate or attempt to violate the Rules of Professional Conduct ... or do so through the acts of another;
- f. 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
- g. 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

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

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

3. In support of Petitioner and Respondent's joint recommendation, it is respectfully submitted that:

a. There are several mitigating circumstances:

- (i) Respondent has admitted engaging in misconduct and violating the charged Rules of Professional Conduct;
- (ii) Respondent has cooperated with Petitioner, as is evident by Respondent's admissions herein and his consent to receiving a two year suspension;
- (iii) Respondent is remorseful for and embarrassed by his misconduct and understands he should be disciplined, as is evident by his consent to receiving a two year suspension;
- (iv) Respondent has no prior disciplinary history; and

- (v) Respondent has made restitution as determined by Petitioner; and
- b. Respondent is aware that if he is suspended from the practice of law in Pennsylvania, he may be subject to the imposition of reciprocal identical or comparable discipline in New Jersey where he is also admitted to practice law.

A two year suspension is within the range of public discipline imposed in similar Pennsylvania disciplinary cases involving lawyers who have misappropriated fiduciary funds by charging excessive costs and fees and failing to remit escrowed funds. "Precedent has established that unauthorized dealings in client money require some form of public discipline due to the breach of trust involved. *Office of Disciplinary Counsel v. Durney*, 71 Pa. D & C. 4th 295 (2004)." *Office of Disciplinary Counsel v. Ronald I. Kaplan*, No. 39 DB 2005 (2006)¹. Kaplan, who engaged in misconduct similar to that involved here, was suspended for a year and a day because the discipline was mitigated due to demonstrated psychological conditions which contributed to the misconduct.

In another case where the respondent engaged in the systematic misappropriation of entrusted funds for approximately three years, with substantial deficiencies in his IOLTA account, but where discipline was mitigated by proof of a nexus between the conduct and the respondent's psychological condition, a two year suspension was ordered. *Office of Disciplinary Counsel v. Giba*, 76 Pa. D. & C.4th 556, 568

¹ <http://www.aopc.org/OpPosting/disciplinaryboard/dboardopinions/39DB2005-Kaplan.pdf>

(2005). Respondent has not offered any character evidence or claimed mitigation under *Office of Disciplinary Counsel v. Braun*, 520 Pa. 157, 553 A.2d 894 (1989).

In a case where the duration and quantity of out-of-trust balances was greater than those in this case, but the respondent demonstrated that he had taken remedial measures and made restitution and produced excellent character evidence, the Supreme Court suspended the respondent for two years. *Office of Disciplinary Counsel v. Jonathan M. Levin*, No. 108 DB 2001 (2003).² See also, *In re Anonymous No. 62 DB 1997 (Paul Cohen)*, 47 Pa. D&C.4th 1 (1999) (five year suspension for pattern of misappropriation, out-of-trust balances and cost overcharges). The respondent in *Office of Disciplinary Counsel v. Ronald B. Abrams*, 64 Pa. D.& C.4th 419 (2003), was suspended for eighteen months, followed by a two-year period of probation, for a pattern of financial misconduct similar to that in this case, as well as misappropriation from a family trust to which restitution was not made until after the institution of disciplinary proceedings.

Accordingly, a suspension of two years will adequately serve to protect the public from further misconduct by Respondent.

WHEREFORE, Petitioner and Respondent respectfully request that:

- a. Pursuant to Rule 215(e) and 215(g), Pa.R.D.E., a 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 of Pennsylvania in which it

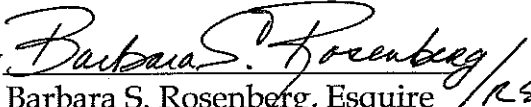
is recommended that the Supreme Court enter an Order:

- (i) Suspending Respondent from the practice of law for a period of two years; and
 - (iii) Directing Respondent to comply with all the provisions of Rule 217, Pa.R.D.E.
- b. Pursuant to Rule 215(i), the three-member panel of the Disciplinary Board order Respondent to pay the necessary expenses incurred in the investigation and prosecution of this matter as a condition to the grant of the Petition and that all expenses be paid by Respondent before the imposition of discipline under Rule 215(g), Pa.R.D.E.

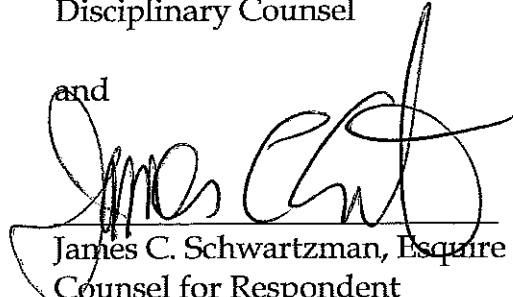
Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL

PAUL J. KILLION
CHIEF DISCIPLINARY COUNSEL

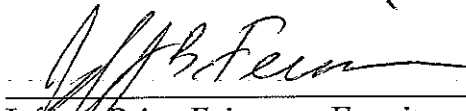
By  /RSW
Barbara S. Rosenberg, Esquire
Disciplinary Counsel

and


James C. Schwartzman, Esquire
Counsel for Respondent

² <http://www.aopc.org/OpPosting/disciplinaryboard/dboardopinions/108DB2001-Levin.pdf>

and



Jeffrey Brian Feinman, Esquire
Respondent

VERIFICATION

The statements contained in the foregoing *Joint Petition In Support of Discipline on Consent Discipline* are true and correct to the best of my knowledge or information and belief and are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

4/6/07
Date

Barbara S. Rosenberg / RSN
Barbara S. Rosenberg, Esquire
Disciplinary Counsel

7/5/07
Date

James C. Schwartzman
James C. Schwartzman, Esquire
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

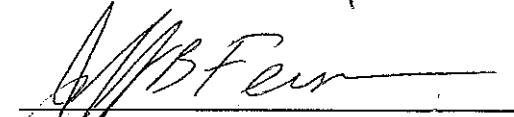
OFFICE OF DISCIPLINARY COUNSEL, : No. DB 2007
Petitioner :
: ODC File No. C2-05-520
v. :
: Attorney Registration No. 55765
JEFFERY BRIAN FEINMAN, :
Respondent : (Montgomery County)

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

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

1. His consent is freely and voluntarily rendered; he is not being subjected to coercion or duress; he is fully aware of the implications of submitting the consent; and he has consulted with counsel, Carol A. Sweeney, Esquire, in connection with the decision to consent to discipline;
2. He is aware that there is presently pending a proceeding involving allegations that he has been guilty of misconduct as set forth in the Joint Petition;
3. He acknowledges that the material facts set forth in the Joint Petition are true; and,

4. He consents because he knows that if charges are continued to be prosecuted in the pending proceeding, he could not successfully defend against them.

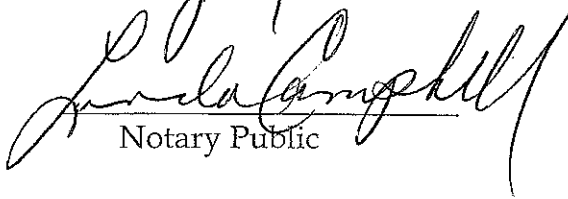


Jeffrey Brian Feinman
Respondent

Sworn to and subscribed

before me this 5th

day of July, 2007



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda L. Campbell, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires Nov. 23, 2008
Member, Pennsylvania Association Of Notaries

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

OFFICE OF DISCIPLINARY COUNSEL : No. DB 2007
Petitioner :
 : ODC File No. C2-05-520
v. :
 : Attorney Reg. No. 85747
JEFFREY BRIAN FEINMAN, :
Respondent : (Montgomery County)

CERTIFICATE OF SERVICE


I hereby certify that I have this day served by first class mail the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 204 Pa. Code §89.22 (relating to service by a participant).

By First Class Mail:

James C. Schwartzman, Esquire
Stevens & Lee, P.C.
1818 Market Street, 29th Floor
Philadelphia, PA 19103

Counsel for Respondent

July 6, 2007



Raymond S. Wierciszewski
Disciplinary Counsel in Charge
Atty. Reg. No. 60299
District II Office
Disciplinary Board of the
Supreme Court of Pennsylvania
820 Adams Avenue, Suite 170
Trooper, PA 19403