

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against MARK ALAN GREENMAN,
a Minnesota Attorney,
Registration No. 228990.

**PETITION FOR
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

Upon the approval of a Lawyers Professional Responsibility Board Panel Chair, the Director of the Office of Lawyers Professional Responsibility, hereinafter Director, files this petition pursuant to Rules 10(d) and 12(a), Rules on Lawyers Professional Responsibility (RLPR). The Director alleges:

The above-named attorney, hereinafter respondent, was admitted to practice law in Minnesota on October 23, 1992. Respondent currently practices law in Minneapolis, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

FIRST COUNT

Timothy Collins Litigation

1. Paul Strong and his children, Heidi, Andy and Eric Strong, own Waconia Dodge, a car dealership in Waconia, Minnesota. In January 2001, Timothy Collins married Heidi Strong.
2. In 2005, Waconia Dodge initiated participation in Chrysler's Business Link marketing program, which required that Waconia Dodge have a Business Link manager

and an outside sales representative/consultant. Collins was employed as the Business Link outside sales representative.

3. In July 2006, Collins and Heidi separated.

4. On September 18, 2006, Collins was taken into custody following an altercation with Heidi and charged with misdemeanor domestic assault, first degree burglary and terroristic threats. Collins pled not guilty. On December 19, 2007, Collins was tried and acquitted of all charges.

5. Collins filed for divorce on February 15, 2007. After a contentious proceeding, Collins and Heidi Strong were divorced on July 25, 2007.

6. On January 28, 2008, Collins submitted a demand for payment to Waconia Dodge for \$51,749 for services rendered. Waconia Dodge did not pay Collins.

7. On February 4, 2008, Collins, acting *pro se*, initiated a lawsuit against Waconia Dodge alleging, among other things, that Waconia Dodge failed to compensate him for services he provided as the Business Link outside sales representative.

8. On February 21, 2008, Waconia Dodge served its answer denying Collins' claims and asserting, among other defenses, that Collins failed to state a claim upon which relief could be granted, failed to effectuate service of process of his summons and complaint upon Waconia Dodge, and that Collins' claims were barred, in whole or in part, by the applicable statute of limitations. Waconia Dodge also served notice that it intended, pursuant to Minn. Stat. § 549.211, to seek reimbursement for all costs and expenses incurred in defending Collins' lawsuit because his claims were asserted in bad faith and without any legal basis.

9. On March 25, 2008, Collins retained respondent.

10. On April 22, 2008, the court issued a scheduling order.

11. On June 18, 2008, Waconia Dodge served a notice of motion and motion for summary judgment.

12. Minn. R. Civ. P. 15.01 provides that after service of a responsive pleading, "a party may amend a pleading only by leave of court or by written consent of the adverse party"

13. On or about July 7, 2008, respondent served an amended complaint upon Waconia Dodge. On July 12, 2008, respondent filed the amended summons and complaint with the Carver County District Court. Respondent did not, prior to serving Collins' amended complaint upon Waconia Dodge, obtain the required leave of court or written consent from Waconia Dodge.

14. On August 1, 2008, Waconia Dodge served notice that it intended, pursuant to Minn. Stat. § 549.211, to seek reimbursement for attorneys' fees and expenses incurred in defending against Collins' complaint and amended complaint unless Collins dismissed his complaint and amended complaint within 21 days.

15. On August 13, 2008, the court denied Waconia Dodge's motion for summary judgment because, at a minimum, there was a question of material fact regarding the effective service of the original summons and complaint. The court also held that the amended summons and complaint respondent filed on July 12, 2008, was invalid and specifically voided since respondent never received written consent from Waconia Dodge or leave of court to amend Collins' initial summons and complaint. The court granted Collins one week after receipt of the August 13, 2008, order to request leave to amend his initial summons and complaint.

16. On August 22, 2008, respondent mailed to Anoka County District Court a notice of motion and motion for leave of court to amend Collins' complaint. The lawsuit, however, was venued in Carver County District Court. On August 29, 2008, respondent filed Collins' notice of motion and motion to amend Collins' complaint with Carver County District Court.

17. Trial began on February 23, 2009. At that time, respondent provided opposing counsel with a copy of the amended complaint and filed the amended complaint with the court.

18. At the close of Collins' evidence, Waconia Dodge moved the court for sanctions against Collins. On June 3, 2009, the court issued findings of fact, conclusions of law, and order for judgment denying all of Collins' claims. In its findings of fact, the court made the following findings, among others:

- Effective service of process of the amended complaint was not made until February 23, 2009.
- Sanctions were appropriate.
- The evidence and testimony established that Collins pursued his lawsuit against Waconia Dodge "as a vendetta."
- "[T]here is no evidence to support [Collins'] claim in this matter and that upon reasonable discovery, the futility of this case should have been readily apparent."

19. The court concluded that Collins "failed to provide any objective and credible evidence supporting the existence of an agreement to perform services as an outside sales representative" and without a meeting of the minds as to the essential terms of the contract, no contract existed. The court denied and dismissed Collins' claim for breach of contract. The court found that Collins was adequately compensated for all time he spent working on or in connection with the Business Link program. The court denied and dismissed Collins' claim for violations of Minn. Stat. §§ 181.13 and 181.145.

20. The court also found that under either, or both, Minn. Stat. § 549.211 or Rule 11, Collins' pursuit of his lawsuit against Waconia Dodge and refusal to dismiss the claims after a request to do so, required "significant sanctions." The court continued:

The combined effect of the statute and the Rule is to place 'an affirmative duty . . . on counsel to investigate the factual and legal unpinnings [sic] of a pleading.' [Citation omitted.] In this case, it is clear that [respondent] accepted as true all of the various claims of [Collins] and failed to adequately investigate either the 'factual [or] legal underpinnings' of the claims asserted against [Waconia Dodge]. . . . [Respondent] failed to understand and appreciate the ill-will that continued to exist between Heidi Strong and [Collins]. Rather than concede that there was no factual or legal basis for the claims against [Waconia Dodge] in this lawsuit, [Collins] attempted to make up for the factual/legal deficiency by simply 'piling on' more allegations.

21. "[Collins] was not deterred from pursuing baseless—and expensive—litigation against [Waconia Dodge], despite the notice . . . of its intent to seek sanctions." The court ordered Waconia Dodge to provide its itemization of defense costs and fees within 20 days.

22. On February 3, 2010, after notice and a hearing on the issue of sanctions, the district court issued amended findings ordering sanctions in the amount of \$15,000 against Collins.

23. On April 5, 2010, respondent filed a notice of appeal with the Minnesota Court of Appeals seeking review of the February 3, 2010, order. Respondent, however, failed to: file a notice of appeal with an original signature; include proof of service of the notice of appeal on the district court; and provide an affidavit of service for Collins' statement of the case. That same day, the clerk of appellate courts acknowledged receipt of Collins' appeal, identified the filing deficiencies, and informed respondent that failure to correct the deficiencies within ten days may result in the imposition of sanctions.

24. On April 7, 2010, the Court of Appeals ordered the parties to serve and file informal memoranda addressing whether judgment had been entered pursuant to the June 3, 2009, order for judgment on the merits and, if not, whether Collins' appeal should be dismissed as taken from a nonappealable, partial judgment. "If, after

completion of research, [Collins] concludes this court lacks jurisdiction over the appeal, [Collins] shall immediately file a notice of voluntary dismissal."

25. On April 14, 2010, Carver County District Court entered the June 3, 2009, findings of fact, conclusions of law and order for judgment.¹

26. On April 16, 2010, Waconia Dodge filed its memorandum in support of dismissal for lack of jurisdiction alleging that the June 3, 2009, order was not an entered judgment because judgment had not been entered pursuant to the June 3, 2009, order.

27. On or about April 21, 2010, respondent filed a notice of voluntary dismissal.

28. On June 11, 2010, respondent filed a second appeal on behalf of Collins seeking review of the judgment entered on April 14, 2010. Respondent also filed a motion to waive the filing fee because Collins had already paid the required filing fee with the premature April 5, 2010, appeal.

29. On June 18, 2010, the Court of Appeals issued an order identifying several deficiencies in respondent's June 11, 2010, filing.

30. Specifically, respondent filed an affidavit of service indicating that the June 11, 2010, notice of appeal was served on April 2, 2010 (more than two months earlier); respondent filed an affidavit of service regarding the statement of the case that did not indicate the statement of the case was served upon opposing counsel; respondent again failed to provide a certified copy of the April 14, 2010, judgment from which the appeal was taken; and respondent again failed to file a notice of appeal with an original signature.

31. The Court of Appeals denied respondent's request for a waiver of the filing fee stating, "The fact that [Collins] paid a filing fee in connection with appeal A10-610 does not justify waiver of the filing fee in this appeal. The Clerk of the

¹ The order was dated May 28, 2009, but filed June 3, 2009, and is referred to herein as the June 3, 2009, order.

Appellate Courts has been required to open two files and this court has been required to issue orders on the deficiencies in both files.”

32. On January 11, 2011, the Court of Appeals affirmed the district court’s imposition of sanctions.

33. On February 3, 2011, respondent filed with the Minnesota Supreme Court Collins’ petition for further review (petition). Respondent did not file with the petition the affidavit of service of the petition upon Waconia Dodge as required by Minn. R. Civ. App. P. 125.02.

34. On February 4, 2011, the appellate clerk’s office called respondent requesting that respondent file his affidavit of service of Collins’ petition upon Waconia Dodge. Respondent failed to respond.

35. On February 24, 2011, the appellate clerk’s office wrote to respondent informing him that his check no. 2999 drawn on Farmers State Bank of Hamel was returned because the account was closed. The clerk’s office instructed respondent to file the \$50 filing fee via cash or money order within five days. Respondent was further instructed to file his affidavit of service of Collins’ petition upon Waconia Dodge within five days.

36. On March 2, 2011, respondent filed his check for \$50 and an affidavit of service upon Waconia Dodge for his petition to correct the deficiencies noted by the appellate court clerk.

37. On March 15, 2011, the Supreme Court denied Collins’ petition.

38. On April 18, 2011, the Court of Appeals entered judgment for Waconia Dodge and against Collins in the amount of \$300 for costs and disbursements incurred. Collins has not, to date, paid the judgment.

39. Respondent’s conduct in the Collins matter violated Rules 1.1, 3.1, 3.4(c), and 8.4(d), Minnesota Rules of Professional Conduct (MRPC).

SECOND COUNT

Brenda Jann Matter

40. On February 19, 2009, Brenda Jann retained respondent in an employment matter.

41. On March 27, 2009, respondent filed Jann's complaint, alleging, among other things, that Jann's former employer, Interplastic Corporation (Interplastic), violated various statutes when it terminated her after she requested a leave of absence for surgery in the near future. Ivan M. Levy represented Interplastic.

42. On May 1, 2009, Interplastic moved the court for an order dismissing Jann's complaint and compelling arbitration based on a provision in the employment agreement between Interplastic and Jann.

43. On July 7, 2009, the court granted Interplastic's motion to compel arbitration, ordered Jann to arbitrate her claims against Interplastic and dismissed Jann's complaint without prejudice.

44. On September 9, 2009, respondent filed a demand for arbitration with the American Arbitration Association.

45. On February 11, 2010, Richard A. Ross, the arbitrator assigned to the matter, held a management conference and scheduled a hearing for April 16, 2010. During the management conference, Levy stated his intent to bring a summary judgment motion.

46. On March 22, 2010, Interplastic served its notice of motion, motion, memorandum of law, and various affidavits in support of summary judgment.

47. Due to discovery disputes, Ross held a second conference call on March 25, 2010, modified the briefing schedule and rescheduled the arbitration hearing to May 14, 2010.

48. On April 22, 2010, respondent served by email Jann's memorandum in opposition to Interplastic's motion for summary judgment (memorandum). Although

respondent referenced Jann's declaration 15 times in the April 22, 2010, memorandum, respondent did not include a copy of Jann's declaration with the memorandum.

49. By email sent May 6, 2010, Ross informed respondent that Jann's declaration had not been received. By email sent that same day, respondent provided Ross and Levy with a PDF version of Jann's declaration, with an indication that it had been electronically signed by Jann on April 22, 2010.

50. On May 7, 2010, Ross granted Interplastic's motion for summary judgment as to Jann's Americans with Disabilities Act and Minnesota Human Rights Act claims and denied summary judgment as to Jann's Family and Medical Leave Act claims.

51. On May 14, 2010, a formal arbitration hearing was held. At the hearing, Jann testified under oath that, among other things, she had not signed the declaration, was not certain that she had ever seen the declaration and that the declaration included at least one untrue statement. Specifically, Jann testified that contrary to the declaration, the appointment with the surgeon was to discuss the possibility of surgery, not that she needed the surgery.

52. On May 18, 2010, Ross emailed respondent and asked for a detailed explanation of how the declaration was prepared, whether Jann had read her declaration and for clarification of the discrepancy between Jann's testimony and the declaration.

53. On May 20, 2010, respondent emailed Ross and stated that he "read the declaration to Ms. Jann and she confirmed it was accurate. I do not believe that she contradicted the declaration. It said she needed surgery. While Ms. Jann was exploring all options, her doctor told her she needed surgery."

54. On May 28, 2010, respondent submitted Jann's post-trial memorandum, to which he attached another copy of Jann's April 22, 2010, declaration which now

included a fax notation date of May 27, 2010, and Jann's handwritten signature below the electronic signature.

55. On June 4, 2010, Ross issued his findings of fact and conclusions of law and determination dismissing Jann's demand and complaint. Ross specifically addressed Jann's declaration as follows:

It is extremely troublesome to this Arbitrator that a document, not signed by Jann, maybe never seen by Jann and containing misstatement of facts, but purportedly sworn to by Jann was submitted in this proceeding. It is also very troubling to this Arbitrator that in conjunction with filing her Post-Hearing Brief, Jann's counsel resubmitted the Declaration with Jann's signature on it, without any indication as to when or why she signed a statement which she testified under oath was not entirely true.

56. Respondent's conduct in the Jann matter violated Rule 8.4(c) and (d), MRPC.

THIRD COUNT

Preston Kelley Matter

57. From October 2006 until February 2007, Preston Kelley was employed by Taher Inc. Acquisitions (Taher). On July 31, 2007, Kelley filed a charge with the Minnesota Department of Human Rights (MDHR), alleging that while employed by Taher, he was discriminated against on the basis of sex in violation of Minn. Stat. § 363A.08, subdiv. 2(2) and (3). On July 18, 2008, after an investigation, the MDHR found no probable cause for Kelley's charge.

58. On July 28, 2008, Kelley filed a request for reconsideration. On August 12, 2008, the MDHR affirmed its prior determination and issued a 45-day right-to-sue letter. On September 3, 2008, the U.S. Equal Employment Opportunity Commission (EEOC) adopted the MDHR's findings, dismissed Kelley's charge, and notified Kelley that any lawsuit under Title VII must be brought within 90 days.

59. On December 1, 2008 (111 days after the MDHR's August 12, 2008, 45-day right-to-sue letter), Kelley, acting *pro se*, initiated a lawsuit against Taher by service of a summons and complaint alleging violations of Minnesota employment law and seeking punitive damages.

60. On January 6, 2009, Taher filed its answer asserting, among other defenses, that Kelley's suit was untimely under the applicable statute of limitations.

61. On January 8, 2009, Kelley retained respondent for representation in the matter.

62. Despite the fact that Kelley's lawsuit alleging violations of Minnesota employment law was untimely, respondent did not seek leave of court to amend Kelley's lawsuit to bring a discrimination claim under federal law until April 24, 2009.

63. On March 23, 2009, Taher served request for admissions upon respondent. Pursuant to Minn. R. Civ. P. 36.01, a "matter is admitted unless within 30 days after service of the request . . . the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party or by the party's attorney" Respondent did not, at any time, serve Kelley's responses to Taher's request for admissions.

64. On April 24, 2009, respondent brought a motion to amend Kelley's complaint to plead Kelley's discrimination claim under federal law. Respondent's memorandum accompanying that motion stated, "[Kelley] should have pled a federal discrimination claim under Title VII pursuant to the EEOC's 90-day right to sue letter. Instead, [Kelley] brought state law claims after the expiration of the 45-day letter from the MDHR." Respondent scheduled the hearing on Kelley's motion for May 8, 2009, at 2:30 p.m.

65. Respondent did not provide Kelley with a copy of the notice of motion and motion to amend the complaint and did not inform Kelley of the date of the hearing on that motion.

66. On April 30, 2009, eight days before a hearing on respondent's motion to amend the complaint, respondent terminated his representation of Kelley. Respondent did not file a notice of withdrawal of counsel with the court and remained Kelley's counsel of record.

67. Respondent failed to notify Kelley of the May 8, 2009, hearing on the motion to amend and failed to inform Kelley that he needed to appear at the May 8, 2009, hearing.

68. Respondent did not communicate to Kelley that he needed to respond to Taher's March 23 request for admissions and that Taher's request for admissions could be deemed admitted if Kelley failed to timely respond to the request.

69. On May 8, 2009, the court held a hearing on the motion to amend Kelley's complaint filed by respondent. Neither respondent nor Kelley appeared. The court denied Kelley's motion "for failure to prosecute."

70. The court mailed its May 8, 2009, order denying Kelley's motion to amend the complaint to respondent. Respondent failed to forward the order to Kelley.

71. On May 29, 2009, Taher filed a motion to dismiss pursuant to Minn. R. Civ. P. 12.02(e).

72. On June 26, 2009, Kelley, acting *pro se*, filed his motion in opposition. On July 14, 2009, Kelley appeared *pro se* at the hearing on Taher's motion. Kelley provided opposing counsel with his responses to Taher's request for admissions.

73. On July 24, 2009, the court granted Taher's motion and dismissed Kelley's complaint in its entirety. The court, among other things, stated that:

[Kelley] failed to amend his complaint to add federal law claims, which would not have been time barred by Minnesota statutes. [Kelley] failed to appear at the hearing on his motion, and it was dismissed for failure to prosecute. Therefore, [Kelley's] sexual harassment/hostile environment claim is untimely. [Taher's] motion to dismiss is granted on this count.

74. Respondent's conduct in the Kelley matter violated Rules 1.1, 1.3, 1.4(a)(3) and (b), 1.16(c) and (d), 3.2, 3.4(c), and 8.4(d), MRPC.

FOURTH COUNT

Stouten & Associates Matter

75. On January 20, 2010, Stouten & Associates (Stouten) provided court reporting services for the deposition of respondent's client.²

76. At the conclusion of the deposition, respondent ordered a condensed copy of the transcript.³

77. On February 2, 2010, Stouten provided respondent with one copy of the deposition transcript and billed him \$493.25.

78. Respondent did not pay the invoice nor did he dispute its validity.

79. On March 4, 2011, Stouten sent respondent a copy of the February 2, 2010, invoice, with a cover letter that indicated the invoice was over one year past due and that "several rebills of [the] invoice" had been sent. The letter further indicated that if respondent failed to pay the invoice by March 18, Stouten would file a claim in Hennepin County small claims court.

80. Respondent sent Stouten's March 4, 2011, letter back to Stouten with a handwritten notation that stated, "I did not order this transcript. I don't order my clients transcripts b/c the [defendant] always includes it in motion papers."

81. On May 6, 2011, Stouten wrote to respondent again and stated that respondent did in fact order the transcript and had already paid for Volume I. The letter further indicated that respondent had made no attempt to return the transcript which he was now claiming he did not order. Stouten requested that respondent make

² Tracy Schmitz, employed by Stouten at the time the deposition was taken, was the court reporter on January 20, 2010. Part of the collection efforts were undertaken by Stouten, but were later turned over to Schmitz. Schmitz and Stouten are used interchangeably herein for ease of reference.

³ The deposition began on November 6, 2009, but due to time constraints was not completed until January 20, 2010.

payment within two weeks or Stouten would file a claim in small claims court.

Respondent failed to pay the invoice.

82. On January 13, 2012, Stouten wrote to respondent again and requested that he pay the invoice on or before January 31, 2012. His failure to do so would result in Stouten filing the matter with the court on February 1, 2012. Respondent failed to pay the invoice.

83. On February 22, 2012, Stouten filed a claim with Hennepin County Conciliation Court. Respondent failed to appear for the April 30, 2012, hearing on Stouten's claim. On or about May 1, 2012, judgment was entered against respondent in favor of Stouten in the amount of \$563.25. The judgment was stayed until May 24, 2012.

84. On August 10, 2012, Stouten removed the matter to Hennepin County District Court. On September 10, 2012, the judgment against respondent was docketed.

85. On November 13, 2012, the court issued an order for disclosure requiring respondent to disclose his personal finances within ten days after service of the order. Respondent did not make the court-ordered disclosures and did not pay the judgment.

86. By check dated January 9, 201[3],⁴ respondent paid \$380 towards the \$563.25 judgment. On January 11, 2013, Stouten wrote to respondent and informed him that the \$380 was being accepted as partial payment and provided him with an updated invoice reflecting a balance of \$228.25, which included additional fees Stouten incurred in collection efforts. By check dated January 17, 2013, respondent paid \$193.25 towards the \$563.25 judgment.

87. On January 22, 2013, Stouten wrote to respondent again, acknowledged receipt of his \$193.25 payment and enclosed another updated invoice for the remaining balance of \$35.

⁴ The 2012 date on respondent's check appears to be a typographical error.

88. On or about February 13, 2013, respondent paid the remaining \$35 owed to Stouten.

89. Respondent's conduct in the Stouten matter violated Rule 8.4(d), MRPC.

FIFTH COUNT

Jamie Gilmore Matter

90. Respondent represented Jamie Gilmore in an employment matter. During June 2008, Gilmore and the opposing party entered into a stipulation to settle Gilmore's claim.

91. Respondent placed Gilmore's closed file in the basement storage vault of the Minneapolis Grain Exchange (MGX). During July 2008, respondent moved out of the MGX, but continued to store Gilmore's closed file in the MGX vault.

92. During December 2008, Michael G. Phillips, respondent's former suitemate, questioned whether the MGX storage vault was contaminated by asbestos after observing what he concluded was broken insulation around a heating pipe.

93. On January 27, 2009, the MGX vault tested negative for asbestos contamination.

94. By email dated May 7, 2009, Ruth Y. Ostrom, respondent's former partner, informed respondent that Gilmore wanted her file, but he needed to coordinate its retrieval himself.

95. By email messages dated May 8, 2009, Ostrom informed respondent she was "still suspicious of the asbestos in the old vault. neither [sic] [their administrative assistant] nor i [sic] will go in there. if [sic] you want to go in, feel free," but "there [was] a report that supposedly says all clear" and her administrative assistant could give respondent the combination to the vault and the number of the box where Gilmore's file was stored if he wanted to retrieve the file.

96. By letter dated June 4, 2009, Keith D. Johnson, Gilmore's new attorney, asked respondent, pursuant to Gilmore's authorization, to forward Gilmore's file.

97. By email sent June 29, 2009, at 1:00 p.m., respondent informed Johnson that his file storage room was contaminated with asbestos and it was not safe to enter the room.

98. In a responsive email sent June 29, 2009, at 1:07 p.m., Johnson reminded respondent of his obligation to provide Gilmore with her file and asked how he intended to provide Gilmore with her file.

99. By email sent June 29, 2009, at 1:44 p.m., respondent told Johnson to "[f]eel free to contact [Ostrom's administrative assistant by telephone] if you want to make arrangements to enter the contaminated vault."

100. By email sent June 29, 2009, at 2:36 p.m., Johnson again reminded respondent that it was his obligation to provide Gilmore with her file. Respondent did not forward Gilmore's file to Johnson.

101. On August 3, 2009, Johnson wrote to respondent stating that if "adequate arrangements [were] not made within the next two weeks," he would recommend to Gilmore that she file an ethics complaint against respondent.

102. On August 19, 2009, respondent emailed Johnson stating, "As I previously informed you, the storage vault at the Grain Exchange North Building has been exposed to significant asbestos and entering the vault is a health risk."

103. On September 24, 2009, respondent notified Johnson that if Johnson wanted to go into the vault, respondent would make arrangements.

104. Respondent did not provide Johnson with Gilmore's file. Gilmore filed an ethics complaint against respondent on October 16, 2009.

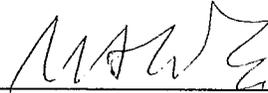
105. On October 14, 2010, Ostrom informed respondent by email that she had located the Gilmore file.

106. By email sent October 29, 2010, more than sixteen months after Johnson began requesting Gilmore's file, respondent informed Gilmore that all the files had been cleaned of asbestos and her file was available for retrieval at her convenience .

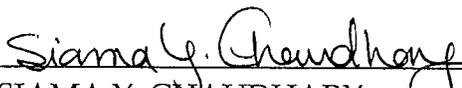
107. Respondent's conduct in the Gilmore matter violated Rule 1.16(d), MRPC.

WHEREFORE, the Director respectfully prays for an order of this Court suspending respondent or imposing otherwise appropriate discipline, awarding costs and disbursements pursuant to the Rules on Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Dated: July 12, 2013.

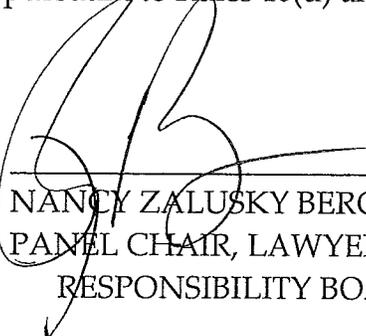

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This petition is approved for filing pursuant to Rules 10(d) and 12(a), RLPR, by the undersigned Panel Chair.

Dated: 8-29-13, 2013.


NANCY ZALUSKY BERG
PANEL CHAIR, LAWYERS PROFESSIONAL
RESPONSIBILITY BOARD