

FILE NO. \_\_\_\_\_

STATE OF MINNESOTA

IN SUPREME COURT

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In Re Petition for Disciplinary Action  
against LOREN L. HEINEMANN,  
an Attorney at Law of the  
State of Minnesota.  
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**PETITION FOR  
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility, hereinafter Director, files this petition seeking reciprocal discipline pursuant to Rule 12(d), Rules on Lawyers Professional Responsibility. The Director alleges:

1. The above-named attorney, hereinafter respondent, was admitted to practice law in Minnesota on May 11, 1984. Respondent was suspended on April 1, 1985, for non-payment of attorney registration fees.

2. On September 24, 1997, the Illinois Supreme Court struck respondent's name from the roll of attorneys licensed to practice law in that state, which is the equivalent of disbarment. Exhibit 1. Counsel for the Attorney Registration and Disciplinary Commission of Illinois notified the Director's Office of the Illinois Supreme Court's order. Based on the pleadings and admissions forwarded by Illinois Disciplinary Counsel, the Director asserts the following counts of misconduct.

FIRST COUNT

Sniuksta Matter

3. On or about December 18, 1990, respondent agreed to represent Borris Sniuksta in his divorce from Astrid Sniuksta. On January 25, 1991, respondent entered his appearance on behalf of Borris in *Sniuksta v. Sniuksta*, No. 90 D 11307 (Cook Cnty. Cir. Ct., Ill.).

4. In June 1994 a trial was held in the dissolution of marriage proceeding on all issues but grounds. During the trial, there was a material issue regarding whether or not Borris' pre-marital transfer of substantial assets into joint CDs and joint tenancy constituted marital gifts. Astrid contended that the transfers were marital gifts and that she should be awarded half their value. Borris asserted that he only transferred the assets in joint tenancy to "sponsor" Astrid's immigration to the United States, that the transfers were not intended as marital gifts, and that Astrid was not entitled to any portion of those assets.

5. On June 21, 1994, a judge entered a memorandum order holding that Borris' transfers of money and property were marital gifts and awarding roughly half of the value of those gifts to Astrid. One of the provisions of the memorandum opinion instructed Borris to direct Paine Webber as trustee to pay Astrid one-half, approximately \$391,800, of the total assets held in a trust. The memorandum opinion was a non-final order.

6. On August 3, 1994, the court entered a stipulation, agreement and order (hereinafter August 3, 1994, order) which, *inter alia*, increased the amount of maintenance arrearage Borris owed to Astrid by \$6,000. The order provided that the judgment for dissolution of marriage would be entered no sooner than November 28, 1994, to allow Astrid to qualify for Social Security benefits as Borris' former spouse. The August 3, 1994, order was not a final order for purposes of appeal. Nevertheless, respondent agreed on or about this same date to represent Borris in an appeal.

7. On August 17, 1994, respondent filed a notice of filing appeal in the Circuit Court of Cook County on behalf of Borris, allegedly appealing the August 3, 1994, order. Respondent's notice of appeal improperly purported to be an appeal of a final order.

8. On or about September 7, 1994, respondent wrote Borris a letter informing Borris that he had filed a notice of appeal. In the letter, respondent requested "an advance payment of at least \$2,500" to handle the appeal. On September 17, 1994,

respondent accepted a \$3,000 retainer for Borris' appeal. In the memo section of the check, respondent wrote "Appeal Cost."

9. On November 28, 1994, the court entered the judgment for dissolution of marriage. The judgment was a final order and incorporated the terms of the memorandum and August 3, 1994, order. On December 28, 1994, respondent filed a second notice of filing appeal in the Circuit Court of Cook County on behalf of Borris. At no time between December 28, 1994, and May 11, 1995, did respondent file a docketing statement, request a record on appeal, file a brief, present an appeal bond pursuant to Illinois Supreme Court Rule 305 to stay enforcement of the money judgment against Borris, or take further action on Borris' appeal.

10. On January 19, 1995, Astrid's attorney filed and served upon respondent and Borris a petition for rule to show cause requesting that Borris explain why he should not be held in contempt of court for his failure to abide by the terms of the judgment for dissolution of marriage and, *inter alia*, his failure to transfer to Astrid approximately \$391,800 from the Paine Webber trust account. On January 19, 1995, a notice of motion was also filed and served upon respondent and Borris scheduling the petition for rule to show cause hearing on February 7, 1995. Respondent agreed to represent Borris in these post-trial matters and accepted from Borris an additional \$1,000 in legal fees.

11. On February 7, 1995, the initial hearing was held on the petition for rule to show cause. The court entered an order continuing the matter to March 8, 1995, and granting Borris 14 days to file a responsive brief. Respondent failed to file any response on Borris' behalf.

12. After two additional continuances, the court held a hearing on May 2, 1995, regarding Astrid's petition for rule to show cause. At no time prior to the hearing did respondent file a responsive pleading on Borris' behalf. Respondent appeared and stipulated that the assertions in Astrid's petition were true. The court entered an order finding that Borris was in willful contempt of court and, *inter alia*, requiring Borris to

present a format for purge of the contempt within 14 days. The order continued the petition for further proceedings until May 17, 1995.

13. On May 11, 1995, the appellate court issued an order dismissing Borris' appeal for want of prosecution.

14. On May 17, 1995, the continued hearing was held on Astrid's petition for rule to show cause. Respondent failed to present a format for purge of the contempt on behalf of Borris. The court entered an order requiring, *inter alia*, Borris to pay \$5,000 to Astrid's attorney for attorney's fees incurred in connection with the petition for rule to show cause. The order continued the petition for further proceeding until June 2, 1995.

15. On June 2, 1995, the continued hearing was held on Astrid's petition for rule to show cause. The court entered an order that fined Borris \$100 per day for his failure to comply with the court's order of May 17, 1995. The order continued the petition for further proceedings until June 9, 1995.

16. At the June 9, 1995, hearing, the court entered an order directing Borris to comply with the terms for the judgment for dissolution of marriage and continued the matter until June 21, 1995. On that date, the court ordered a hearing on the court's own motion to increase the monetary sanctions on Borris to \$500 per day.

17. On July 13, 1995, the court entered an order requiring Borris, *inter alia*, to provide an accounting to Astrid of all deposits and withdrawals from the Paine Webber trust account and directing Paine Webber to immediately terminate any trust or other arrangement into the Borris placed marital property. At a further hearing, on August 23, 1995, the court entered an order increasing Borris' fine to \$500 per day for his continued willful contempt.

18. In or about September 1995 Borris met with respondent at respondent's law office to discuss the status of his appeal. During the course of the meeting, respondent told Borris that he could avoid having to comply with terms of the court's judgment for dissolution of marriage. Respondent suggested that, instead of complying with the provision of the judgment that directed Borris to turn over half the value of the

Paine Webber trust account to Astrid, Borris could place these assets into offshore bank accounts and Borris could permanently leave the United States. Respondent knew that this advice proposed a fraudulent and unlawful transaction.

19. On October 2, 1995, a continued hearing was held on Astrid's petition for rule to show cause. At that time, the court entered an order that detailed the history of the petition for rule to show cause and noted that neither Borris nor Paine Webber had complied with earlier court orders. The court directed Paine Webber to transfer \$298,486.55 from Borris' Paine Webber trust account to Astrid. The court stated that the money Borris owed in sanctions was a separate matter and scheduled a hearing for December 5, 1995, on that matter.

20. At no time between February 7, 1995, and October 2, 1995, did respondent accurately advise Borris of the status of proceedings with respect to the petition for rule to show cause. At all times when Borris would inquire about the petition for rule to show cause, respondent would respond to the effect of: "Don't worry, it's all on appeal." Similarly, at no time between February 7, 1995, and October 2, 1995, did respondent advise Borris that he had failed to take any action to stay the enforcement of the money judgment against Borris or that the appeal had been dismissed.

21. On November 8, 1995, Borris met with respondent at respondent's law office to discuss the status of his appeal. Vytenis Lietuvninkas, Borris' real estate lawyer, also attend the meeting. Borris and Lietuvninkas informed respondent that they had just determined that the divorce court had issued a post-decree order that resulted in the removal of a substantial amount of money from Borris' Paine Webber trust account, and a fine against Borris of \$500 a day. Respondent promised to immediately file an emergency motion in order to freeze any transfers from the Paine Webber account. Respondent never filed the emergency motion. Respondent also assured Borris and Lietuvninkas that the appeal was proceeding, that briefs were filed, that oral arguments had been granted, and that the case would soon be argued. Respondent stated that Borris had a "better than even chance" of prevailing on appeal.

22. Respondent's statements to Borris regarding the appeal were false. Respondent knew the statements were false because, in fact, respondent had taken no action on Sniuksta's appeal other than filing a notice of appeal and knew that the appeal had been dismissed.

23. At no time did respondent refund any of the \$4,000 in legal fees that Borris paid to respondent to handle his appeal, nor did respondent perform sufficient legal work on the appeal to earn the \$4,000 fee.

24. Respondent's conduct violated Rules 1.1, 1.2(c), 1.3, 1.15(b), 3.2, 8.4(c), and 8.4(d), Minnesota Rules of Professional Conduct (MRPC).

## COUNT TWO

### Price Matter

25. On June 23, 1995, respondent met with Beatrice Price at his law office to determine if he would represent her in attempting to nullify the adoption of her three-month-old biological daughter. Respondent informed Price and her sister, who also attend the meeting, that he would need a fee of \$400 to conduct legal research regarding Indiana's adoption laws to determine if Price could prevail in her attempt to nullify the adoption of her biological daughter. Price paid respondent \$400.

26. On July 18, 1995, respondent wrote Price a letter indicating that respondent believed that Price might prevail in her attempt to nullify the adoption. Respondent wrote that, based on the facts of Price's case, it appeared that the adoption agreement was procured through fraud. Respondent requested a fee that he referred to as a "non-refundable retainer" of \$3,000 to begin work on the case. Respondent met with Price at respondent's law office on July 26, 1995, at which time Price paid the \$3,000 fee.

27. On August 23, 1995, respondent and Price met at his law office. Respondent told Price that he was abandoning his fraud theory that he proposed earlier. Instead, respondent now planned to sue Robert B. Selund, Jr., Price's Indiana attorney in the adoption proceeding, for legal malpractice. Respondent further told

Price that he then intended to attach a motion to vacate the adoption to the legal malpractice lawsuit against Selund. Respondent told Price that this was the best theory to proceed with on the case because Selund and the attorney for the adoptive parents were friends.

28. On September 25, 1995, respondent met with Price and her sister to discuss the status of the case. Respondent assured them that the legal malpractice lawsuit would be filed within one week. Price's sister contacted respondent by telephone on October 6, 1995. Respondent told her that he had filed the lawsuit in Lake County, Indiana, and that Price should be receiving a copy of the lawsuit soon. In fact, respondent had not filed a lawsuit on behalf of Price.

29. By October 17, 1995, Price had not received a copy of the lawsuit from respondent. Price called the courthouse in Lake County, Indiana, and learned that respondent had not filed the lawsuit. On October 18, 1995, Price discharged respondent and retrieved her file from his office.

30. Respondent has never refunded any amount of the \$3,400 Price paid to him to represent her in her adoption matter, nor did respondent perform sufficient legal work on behalf of Price to earn the \$3,400 fee.

31. Respondent's conduct violated Rules 1.1, 1.3, 1.15(b), 8.4(c), and 8.4(c), MRPC.

### THIRD COUNT

#### Monahan Matter

32. In or about 1990 respondent agreed to represent Marcia Monahan in her personal injury suit against Vulcan Materials Company (Vulcan) (*Monahan v. Vulcan Materials Co.*, No. 91 M5 1267 (Cook Cnty. Cir. Ct., Ill.)).

33. On December 17, 1991, Vulcan's attorneys filed a motion for summary judgment. The motion asserted that Monahan's cause of action was time-barred because the lawsuit had not been filed within two years of the date that Vulcan

allegedly caused her injury. On February 21, 1992, the judge granted Vulcan's motion for summary judgment and dismissed the case.

34. On March 16, 1992, respondent filed a motion for reconsideration. In response, Vulcan filed a motion to strike the motion for reconsideration, alleging that respondent had not complied with the applicable pleading requirements for such a motion. The court granted Vulcan's motion on May 11, 1992, and gave respondent seven days, or until May 18, 1992, to file an additional motion to reconsider to correct the deficiencies in the motion filed March 16, 1992. Respondent did not file the additional motion.

35. On May 29, 1992, respondent filed a notice of appeal on behalf of Monahan in the Appellate Court of Illinois, First District. On August 27, 1994, Vulcan filed a motion to dismiss Monahan's appeal. Vulcan alleged that the notice of appeal was not timely filed because respondent's motion to reconsider was stricken, and it therefore did not toll the time to file the appeal. The appellate court granted Vulcan's motion and dismissed the appeal on November 24, 1992.

36. As a result of respondent's failure to timely handle Monahan's claims, Monahan is barred from taking any further action in the matter of *Monahan v. Vulcan Materials Co.*, 91 M5 1267. Between 1993 and 1995 respondent falsely told Monahan on numerous occasions that her case was still active and that he was pursuing a remedy on her behalf.

37. Respondent's conduct violated Rules 1.1, 1.3, and 8.4(c), MRPC.

#### FOURTH COUNT

##### Vasquez Matter

38. On or about December 24, 1991, Loren Vasquez and Diana Vasquez submitted a claim to Allstate Insurance Company (Allstate) requesting that insurance coverage be afforded them for the alleged loss of their personal property due to a home burglary that they asserted occurred on December 23, 1991.

39. On January 17, 1992, Allstate notified Loren Vasquez and Diana Vasquez that they were required to submit to examinations under oath by Allstate's attorneys in connection with their claim for insurance.

40. On or about January 17, 1992, respondent agreed to represent Loren Vasquez and Diana Vasquez at their examinations under oath by Allstate's attorneys, which took place on February 14, 1992.

41. On April 7, 1992, Allstate rejected the Vasquezes' claim for insurance coverage for their alleged loss of property. Allstate stated that the denial of liability was predicated on, among other factors, fraud and giving false testimony during the examinations under oath. Loren told respondent to file a lawsuit on his and his wife's behalf against Allstate for breach of contract in connection with the loss of property. Respondent agreed to do so for a contingent fee of 33 percent the amount of recovery. At no time did respondent put the contingent fee agreement in writing.

42. Under the terms of Allstate's homeowner's insurance policy, any lawsuit brought against Allstate by a policyholder had to be filed with the appropriate court within one year from the date of Allstate's denial of the claim. Therefore, the Vasquezes were required to file suit against Allstate before April 8, 1993.

43. Respondent knew or should have known of the applicable limitation period.

44. Respondent did not file a lawsuit against Allstate until May 3, 1993 (*Vasquez v. Allstate Insurance Co.*, No. 93 CH 4066 (Cook Cnty. Cir. Ct., Ill.)).

45. On February 25, 1994, the court heard Allstate's previously filed motion to strike and dismiss the Vasquezes' lawsuit. The court granted Allstate's motion based on respondent's failure to file the lawsuit within the one-year limitations period.

46. Respondent's conduct violated Rules 1.1, 1.3, 1.5(c), and 3.2, MRPC.

FIFTH COUNT

Rizzo Matter

47. In or about February 1995 respondent agreed to represent Jack Rizzo in his dissolution of marriage proceeding and accepted a \$700 retainer from Rizzo. On February 17, 1995, respondent filed a verified petition for dissolution of marriage on Rizzo's behalf (*Rizzo v. Rizzo*, No. 95 D5 30095 (Cook Cnty. Cir. Ct., Ill.)).

48. A hearing on temporary support was scheduled for May 15, 1995. Both parties appeared and Jodi Rizzo's attorney appeared, but respondent did not appear. The court entered an order continuing the existing provisions relating to temporary support through July 15, 1995, without prejudice to petitioner requesting a full evidentiary hearing on the issue.

49. On May 30, 1995, a status hearing was held regarding mediation. Jodi Rizzo's attorney appeared but respondent did not appear. The court entered an order continuing the matter for status until June 13, 1995. Respondent did not appear for the continued status hearing on that date. Respondent also failed to appear for the continued status hearings regarding mediation on June 20, 1995, July 11, 1995, August 1, 1995, September 5, 1995, and September 11, 1995.

50. Respondent knew or should have known of the above scheduled court hearings. As a result of respondent missing the eight court dates described above, Jodi Rizzo incurred additional attorney fees because of respondent's failure to appear in court and make reasonable efforts to expedite the litigation.

51. Respondent's conduct violated Rules 1.3, 3.2, and 8.4(d), MRPC.

SIXTH COUNT

Becker Matter

52. On July 10, 1992, respondent entered his appearance on behalf of Susan Becker in her dissolution of marriage matter entitled *Becker v. Becker*, No. 90 D 9764 (Cook Cnty. Cir. Ct., Ill.).

53. On April 5, 1994, the court entered a judgment for dissolution of marriage, which awarded, *inter alia*, joint custody to the parties, directed Susan Becker's ex-husband, Robert Becker, to pay \$3,292 per month for child support and to make maintenance payments, and divided assets and properties among the parties.

54. Respondent sent Susan a letter, dated April 5, 1994, informing her of the judgment for dissolution of marriage and advising her that if she wanted to appeal the judgment, she had 30 days to notify the court of her intention. Shortly after receiving respondent's letter, on April 8, 1994, Susan informed respondent that she wanted to appeal the judgment for dissolution of marriage.

55. On May 4, 1994, Robert's attorneys filed a motion to correct and reconsider certain aspects of judgment for dissolution of marriage.

56. On June 13, 1994, respondent filed a response to motion to reconsider.

57. On June 16, 1994, the court ruled on Robert's motion to reconsider and entered an order that, *inter alia*, no longer required Robert Becker to make maintenance payments to Susan Becker.

58. On June 29, 1994, respondent filed a notice of appeal in the Circuit Court of Cook County on behalf of Susan Becker.

59. At no time did respondent ever file a docketing statement, request a record on appeal, file a brief, or take further action on Susan's appeal. As a result of respondent's inaction, no appeal was ever docketed in the appellate court on Becker's behalf.

60. Between June 29, 1994, and June 1996, respondent falsely told Susan on numerous occasions that her case was still active and that he was pursuing a remedy on her behalf.

61. In or about July 1994 respondent agreed to negotiate debts owed by Susan to two of her former attorneys, Robert Hultquist and Joy Feinberg, and one of her former accountants, Mark Levin. Respondent also agreed that if he was successful

negotiating the debts, he would obtain releases from the creditors that stated that they would not pursue Susan for any further funds.

62. In late July 1994 respondent received a check from Susan in the amount of \$23,000, which was to be used to pay off the debts she owed to Hultquist, Feinberg, and Levin. During that same time period, respondent negotiated with the attorneys for Levin. Respondent and the attorneys agreed that Levin would accept \$13,000 as payment for the debt that Susan owed.

63. On July 30, 1994, respondent issued check no. 1070, from his client fund account at Palos Bank and Trust, account no. 472905, to the attorneys for Levin in the amount of \$13,000. Respondent failed to obtain a release from Levin or Levin's attorneys.

64. On August 8, 1994, respondent deposited Susan Becker's check for \$23,000 into his client fund account at Palos Bank and Trust, account no. 472905.

65. Although respondent used account no. 472905 as a client trust account, he also kept his own funds in the account.

66. In late July and early August 1994, respondent attempted to negotiate the debt Susan owed to Feinberg. Respondent's attempts to negotiate were unsuccessful.

67. On August 12, 1994, respondent issued check no. 1071 from his client fund account at Palos Bank and Trust, account no. 472905, to Feinberg for the full amount of her fee, which was \$8,800. Respondent failed to obtain a release from Feinberg.

68. In or about mid-August 1994, respondent informed Susan Becker that he had negotiated the debts with Levin and Feinberg and falsely stated that he had obtained releases from them. Respondent further advised Susan not to worry about the debt that she owed to Hultquist. Respondent falsely told Susan that he talked with Hultquist and Hultquist told respondent that he would waive his entire bill for legal fees and costs.

69. On August 30, 1994, Hultquist called respondent and asked respondent if Susan intended to pay Hultquist \$4,637 for his legal fees and costs. Respondent assured

Hultquist that Susan intended to pay him, falsely stated that he had adequate funds from Susan in his client fund account to pay Hultquist, and that he would send Hultquist a check in the full amount for his fees and costs the next day. Respondent never sent a check to Hultquist to pay Susan's legal fees. As a result of respondent's assurances that his fees and costs would be paid in full, Hultquist let the time expire as to when he could petition the divorce court for his fees.

70. On October 25, 1994, Hultquist called respondent to ask when he could expect to receive payment for his legal fees and costs. Respondent then asked if Hultquist's office was close to Susan's house because Susan did not like to put checks in the mail. Hultquist responded that his law office was not close to Susan's house but suggested that she deliver the check to Hultquist's former law partner, who had an office close to Susan's house. Respondent told Hultquist that he would have Susan deliver the check to Hultquist's former law partner's office.

71. Respondent's statements as described above in ¶ 70 were false and respondent knew they were false at the time he made them. Susan Becker never told respondent that she did not like to put checks in the mail and respondent had no intention of telling Susan Becker to deliver a check to the law office of Hultquist's former law partner.

72. On July 26, 1995, Hultquist initiated a civil action against Susan Becker to collect his legal fees and costs. *Hultquist, Wiedel, Hudzik & Russ v. Becker*, No. 95 AR 2090 (DuPage Cnty. Cir. Ct., Ill.). On October 7, 1996, the court entered judgment for Hultquist and against Susan Becker in the amount of \$4,637 in legal fees and costs.

73. Respondent's conduct violated Rules 1.1, 1.3, 3.2, 8.4(c), and 8.4(d), MRPC.

#### SEVENTH COUNT

##### Phillips Matter

74. On April 13, 1991, respondent agreed to represent Clare and Mason Phillips in a Chapter 7 bankruptcy proceeding. The Phillipses informed respondent that they wanted to reaffirm the debts on their car, a 1988 Mercury Sable, and their

residence, which was located at 16792 South 93<sup>rd</sup> Avenue, Orland Hills, Illinois.

Mokena State Bank issued the car loan and second mortgage loan to the Phillipses prior to April 13, 1991, and it maintained possession of the loan notes. Respondent agreed to attempt to reaffirm the debts on the car and the residence for the Phillipses. The Phillipses agreed to pay respondent \$620 to handle their bankruptcy matter. Between April 1991 and August 1991 the Phillipses made installment payments in cash to respondent totaling \$620.

75. On August 30, 1991, respondent filed a bankruptcy petition on behalf of the Phillipses. *In re Phillips*, No. 91 B 18459 (Bnkr. N.D. Ill.). As the Phillipses requested, respondent indicated in the bankruptcy petition that the Phillipses wanted to reaffirm the debts on their car and residence.

76. On October 9, 1991, the trustee for the Phillipses' bankruptcy matter held a first creditors' meeting. Respondent failed to appear at the first creditors' meeting.

77. During the pendency of the bankruptcy proceeding, respondent was supposed to contact Mokena State Bank to attempt to reaffirm the debts on the Phillipses' car and residence. Respondent failed to notify Mokena State Bank during the pendency of the bankruptcy proceeding that the Phillipses intended to reaffirm their debts on the car and residence. Respondent also failed to file the reaffirmation agreements with the bankruptcy court pursuant to 11 U.S.C. § 524(c)(3).

78. On or about February 19, 1992, the court granted the Phillipses' bankruptcy petition and discharged their debts, including the debts on their car and residence.

79. On February 22, 1992, an attorney for Mokena State Bank received a notice of discharge from the bankruptcy court in regard to the Phillipses' bankruptcy petition.

80. On February 28, 1992, Mokena State Bank repossessed the Phillipses' car and began proceedings to foreclose on the Phillipses' residence.

81. On or about March 3, 1992, respondent sent the Phillipses a letter that purported to summarize his actions on their behalf. In the letter, respondent falsely

stated that he had notified Mokena State Bank, prior to the bankruptcy court discharging the Phillipses' debts, that the Phillipses intended to reaffirm their debts on the car and residence.

82. Respondent's conduct violated Rules 1.1, 1.3, 8.4(c), and 8.4(d), MRPC.

WHEREFORE, the Director respectfully prays for an order of this Court directing that respondent and the Director inform the Court within thirty days of its order whether either or both believe the imposition of identical discipline by the Minnesota Supreme Court would be unwarranted and the reasons for that claim.

Dated: October 22, 1998.



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