

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against MICHAEL LEE MARTINEZ,
an Attorney at Law of the
State of Minnesota.

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 upon the parties' agreement pursuant to Rules 10(a) and 12(a), Rules on Lawyers Professional Responsibility. The Director alleges:

The above-named attorney, hereinafter respondent, was admitted to practice law in Minnesota on October 18, 1985. Respondent currently practices law in Woodbury, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

DISCIPLINARY HISTORY

Respondent's disciplinary history consists of a February 4, 1994, admonition for failing to investigate the possibility of a third party liability claim, failing to become knowledgeable about New York workers' compensation law and third party claims, having his client execute a workers' compensation fee agreement which appeared to violate New York law, failing to pursue his client's third party claim in a timely manner, failing to communicate with his client for an eight-month period, and failing to properly enter into a fee-splitting agreement with New York counsel in violation of Rules 1.1, 1.3, 1.4 and 1.5(e), Minnesota Rules of Professional Conduct (MRPC).

FIRST COUNT

Failure to File Federal and State Withholding Returns

1. From February 1, 1996, to March 9, 1999, Cynthia Geving was an employee in respondent's law office. As part of her responsibilities, Geving would prepare her payroll check and the accompanying check stub showing the various employer withholdings. Respondent would then approve and sign the checks.

2. At the beginning of 1997, Geving asked respondent for her W-2 form for tax year 1996. Respondent repeatedly told complainant he would provide her with the W-2, but never did. Eventually, respondent admitted to Geving that he had not made the employer withholdings indicated on the check stubs.

3. Respondent then asked Geving if he could consider her an independent contractor for 1996. She agreed and had respondent speak to her accountant. Geving's accountant then calculated the additional tax obligation that Geving would have as a result of respondent's failure to make the withholding payments. Respondent then paid that amount to Geving and prepared a form 1099 for 1996. Respondent and Geving agreed, however, that in the future respondent would make the proper employer withholdings.

4. In early 1998 Geving approached respondent about obtaining her W-2 form for 1997. Respondent repeatedly promised Geving that he would have it for her by "the next week," but failed to provide it. Finally, on or about April 13, 1998, respondent provided Geving with her 1997 W-2.

5. The form W-2 for tax year 1997 prepared by respondent showed the following withholdings:

Federal Income Tax Withheld	\$4,464.00
Social Security Tax Withheld	2,041.00
Medicare Tax Withheld	477.33
State Income Tax Withheld	1,915.00

6. Respondent failed to file the required state and federal employer withholdings returns for 1997. On November 20, 1997, respondent had made a withholding deposit to the Minnesota Department of Revenue of \$1,408. However, respondent made no further payment and filed no return.

7. On March 9, 1999, Geving's employment with respondent ended. On March 20, 1999, respondent provided Geving with a form W-2 for tax year 1998. This W-2 showed the following withholdings:

Federal Income Tax Withheld	\$4,342.00
Social Security Tax Withheld	1,928.21
Medicare Tax Withheld	450.95
State Income Tax Withheld	1,853.00

Respondent failed to file or pay the required state and federal employer withholding returns for 1998.

8. Respondent's conduct in failing to file and pay his employee withholding tax returns violated Rule 8.4(d), MRPC.

SECOND COUNT

Failure to Diligently Pursue Representations and
Failure to Communicate with Clients

Elizabeth Anne Taylor Matter

9. On February 10, 1994, Elizabeth Anne Taylor retained respondent for representation in a personal injury matter arising from a March 11, 1992, auto accident.

10. On May 24, 1994, respondent wrote to opposing counsel demanding \$50,000 to settle Taylor's claim. Opposing counsel did not respond. Respondent did not, however, contact opposing counsel for a response to the demand letter until December 6, 1994.

11. Between December 20, 1994, and November 1995, respondent gathered and reviewed Taylor's medical records, provided opposing counsel with information

and authorizations, corresponded with the insurance carriers and pursued settlement negotiations with opposing counsel.

12. On November 20, 1995, respondent wrote to Taylor relaying an offer of settlement, but recommending she reject the offer and pursue litigation.

13. After November 20, 1995, respondent did nothing further on Taylor's behalf.

14. During January 1996 Taylor began calling respondent asking about the status of her case. Respondent spoke to Taylor on one occasion, but did nothing in response to Taylor's call.

15. During February and March 1996, Taylor continued to call and leave messages for respondent. Respondent did not return Taylor's calls.

16. On March 25, 1996, Taylor called and left a message for respondent stating she was contacting the bar association with her complaint and requested respondent return all of her documents.

17. Respondent states that because he was out of the country on March 25, 1996, his secretary received Taylor's message and called Taylor to say her message would be relayed to respondent upon his return to the office.

18. On April 1, 1996, respondent returned to the office and drafted a letter to Taylor transmitting Taylor's file.

19. On April 8, 1996, respondent mailed the April 1 letter to Taylor enclosing Taylor's file.

20. Respondent's conduct in failing to diligently pursue Taylor's representation during the periods of May 25, 1994, through December 5, 1994, and November 21, 1995, through April 1, 1996, violated Rule 1.3, MRPC.

21. Respondent's conduct in failing to return Taylor's telephone calls during the period of January 1996 and March 25, 1996, violated Rule 1.4, MRPC.

David W. Strong Matter

22. On June 19, 1991, David W. Strong was injured at work. Because he was injured at work, Strong was eligible for workers' compensation benefits. In addition, because he was injured by a piece of allegedly defective equipment, Strong wanted to pursue a third-party action against the equipment manufacturer.

23. On July 12, 1991, Strong met with respondent. Although they discussed both the workers' compensation claim, and the third-party action, respondent only had Strong sign a retainer agreement for the workers' compensation matter. Strong understood, however, that respondent was also going to represent him in the third-party action.

24. On July 16, 1991, respondent wrote to Safeco Insurance Company (the workers' compensation insurer for Strong's employer) concerning Strong's work injury. Respondent asked Safeco for any information they had concerning a possible third-party action.

25. On August 13, 1991, an adjuster from Safeco's workers' compensation unit wrote to respondent acknowledging respondent's representation of Strong and providing medical information.

26. Because there was no question that Strong was injured, and that the injury occurred at work, Strong's employer and workers' compensation insurer never denied Strong his workers' compensation benefits.

27. On January 15, 1992, respondent wrote to Strong asking that he contact him so that they could discuss his "pending legal matter." Respondent's letter made no reference to the workers' compensation claim.

28. On February 25, 1992, Safeco paid Strong workers' compensation benefits for "permanent partial disability." Although respondent continued to monitor the workers' compensation case, he was not actively representing Strong and did not collect attorney fees from Strong's workers' compensation benefits.

29. Sometime after Strong received his permanent partial disability benefits, he wrote to respondent thanking him for his efforts and referring to the upcoming larger litigation.

30. During the late summer and fall of 1992, respondent wrote occasionally to Strong asking about Strong's current medical condition and his employment status.

31. On October 23, 1992, respondent wrote to Safeco Insurance Company asking for an itemization of the worker's compensation benefits that it had paid. On October 29, 1992, Safeco provided the itemization of what it had paid and explained that because there were no additional medical bills, their file had been closed for some time.

32. On November 25, 1992, respondent wrote to Strong regarding Strong's "medical specials" and "permanency specials." Respondent asked Strong to contact him so that they could "discuss the third party matter." Respondent did not pursue the third-party action.

33. Over the course of the next two years, respondent's contacts with Strong became less frequent. After a December 22, 1992, letter, respondent did not write to Strong again until June 24, 1993. Although Strong's workers' compensation matter had resolved months earlier, respondent asked Strong to contact him so that they could discuss the workers' compensation case. Respondent made no reference to the third-party action.

34. Respondent next wrote to Strong on January 24, 1994. Again, respondent asked Strong to call his office so that they could set up a telephone conference to discuss Strong's workers' compensation case. Respondent sent similar letters on April 4, 1994, and May 16, 1994.

35. On January 7, 1995, Strong wrote to respondent to ask about the status of his third-party action. Strong asked respondent whether he was part of a class action

suit, if a court date had been set, whether they had received any settlement offers and whether respondent would suggest settlement.

36. On February 14, 1995, respondent wrote to Strong asking him to contact his legal assistant to "schedule a telephonic conference." Respondent did not answer any of the questions posed by Strong concerning the third-party action.

37. On July 24, 1996, Strong once again wrote to respondent demanding information regarding the status of his lawsuit. Respondent replied with an August 1, 1996, letter asking Strong to call his office to leave a telephone number at which he could be contacted. As with all of his earlier letters, respondent's August 1, 1996, letter did not address the substance of Strong's inquiry (*i.e.*, the status of his third-party action).

38. On August 15, 1996, August 21, 1996, August 28, 1996, and November 14, 1996, respondent wrote to Strong concerning his inability to reach Strong by phone. None of respondent's letters addressed Strong's concerns about his third-party action.

39. On November 19, 1996, Strong again wrote to respondent. In that letter, Strong noted that in his five prior letters, respondent had neglected his request completely. He requested that respondent take time to supply information concerning his third-party action "in written form. On paper."

40. On December 3, 1996, respondent wrote to Strong that he thought another attorney was handling Strong's potential third-party action and that he was only representing Strong on the workers' compensation claim. Respondent again asked Strong for a telephone number at which he could be reached during the day.

41. Respondent continued to press Strong for a personal meeting where they could discuss the situation. On December 9, 1996, December 17, 1996, and January 10, 1997, respondent repeated his request for a meeting with Strong.

42. Eventually, in response to an ethics complaint filed by Strong with the Director's Office, respondent, for the first time, indicated that Strong had never retained him to pursue the civil lawsuit.

43. Respondent's conduct in failing to diligently pursue Strong's representation and in not communicating with Strong violated Rules 1.3 and 1.4, MRPC.

Barbara Sorenson Matter

44. Respondent represented Barbara Sorenson in her claim for workers' compensation benefits. Under the terms of the eventual settlement, Sorenson's future medical expenses were to be paid by her husband's health insurance through his employer. Mr. Sorenson's employer subsequently went out of business leaving Barbara Sorenson without insurance.

45. During January 1991 Sorenson sent respondent several outstanding medical bills, which respondent forwarded to the attorney for Sorensen's workers' compensation insurer. The insurer offered Sorenson \$2,000 to settle her outstanding medical claims. On February 28, 1991, respondent communicated the offer to Sorenson, who rejected it.

46. On August 26, 1991, respondent petitioned to vacate Sorenson's stipulation for settlement of the workers' compensation case. The Minnesota Workers' Compensation Court of Appeals declined to vacate the stipulation.

47. During December 1991 Sorenson wrote to respondent asking what he planned to do on her case. Respondent did not reply.

48. On January 27, 1992, the attorney for the workers' compensation insurer wrote to respondent asking whether Sorenson would be willing to close out reimbursement of her medical expenses in exchange for a lump sum settlement. When respondent did not reply, the attorney wrote again on February 25, 1992.

49. By letter dated February 28, 1992, one of Sorenson 's medical providers wrote to respondent requesting a letter guaranteeing payment of their outstanding charges out of any settlement of Sorenson's claim. Respondent did not reply.

50. On March 10, 1992, respondent wrote to Sorenson asking her to call him to discuss closing out her medical benefits.

51. Sorenson wrote to respondent requesting he file for a medical hearing immediately. On September 23, 1992, respondent replied to Sorenson by asking Sorenson to call for an appointment. Respondent did not otherwise respond to Sorenson's inquiry.

52. On December 4, 1992, respondent again wrote to Sorenson asking her to call to discuss her workers' compensation matter. Respondent did not address the status of Sorenson's case.

53. On April 24, 1993, Sorenson forwarded to respondent a summons and complaint received from one of her health care providers (Naeve Hospital) and asked about respondent's progress in obtaining medical coverage. On May 11, 1993, respondent served an answer in the Naeve Hospital matter, but did not respond to Sorenson's inquiry about insurance coverage.

54. On June 10, 1993, the attorney for Naeve Hospital wrote to respondent demanding \$255 in settlement of the Naeve Hospital bill. In his letter, the attorney also indicated that he had called respondent on several occasions and respondent had not returned his calls.

55. On June 14, 1993, respondent wrote to Sorenson asking her call to schedule a "telephonic conference," but he failed to relay the settlement demand or enclose a copy of the June 10 letter.

56. On September 16, 1993, respondent wrote to the attorney for Naeve Hospital requesting a settlement demand.

57. On September 19, 1993, Sorenson wrote to respondent asking the status of his efforts to obtain insurance for Sorenson and resolve her unpaid drug and hospital bills.

58. On September 21, 1993, the hospital's attorney wrote to respondent stating that his client had incurred additional costs and would now accept \$387 to resolve the matter.

59. On November 19, 1993, respondent wrote to the hospital's attorney enclosing a check from his trust account in the amount of \$387 to satisfy Sorenson's debt. Respondent did not tell Sorenson that he had paid this debt or explain from where the payment had come.

60. On March 25, 1994, Sorenson wrote to respondent asking him about the Naeve Hospital bill, her unpaid pharmacy bill, and respondent's progress in obtaining insurance coverage.

61. By letter dated April 26, 1994, respondent replied to Sorenson's note with a request that she call to schedule a "telephonic conference." Respondent failed to provide Sorenson with any information concerning the status of her insurance coverage. Sorenson did not follow-up with respondent.

62. On February 1, 1996, respondent moved his office. Respondent did not provide Sorenson with his new address. Sorenson wrote to respondent in the spring of 1997 and then again later in the summer. Sorenson also left several voice mail messages for respondent. Sorenson then wrote to respondent again in 1998. Respondent did not reply to any of these contacts.

63. In October of 1998, Sorenson wrote to the Director's Office in an effort to locate respondent and retrieve her file.

64. Respondent's conduct in failing to diligently pursue Sorensen's workers' compensation matter and in not adequately communicating with her violated Rules 1.3 and 1.4, MRPC.

Rotimi Matter

65. In December of 1990, Shakiru Rotimi was injured at work. He subsequently retained respondent to represent him in a claim for workers' compensation benefits. The parties reached a partial settlement of the case in April of 1993. Because Mr. Rotimi continued to work without wage loss, he was not entitled to additional workers' compensation benefits.

66. Sometime in 1997, Rotimi contacted respondent about a final settlement of his workers' compensation case. During the summer of 1997, Rotimi called respondent's office on numerous occasions. Respondent did not return those calls. However, in October of 1997, respondent wrote to Rotimi to obtain a medical authorization and on October 22, 1997, wrote to Rotimi's doctor requesting medical records. Respondent sent Rotimi a copy of that letter, but after that, Rotimi heard nothing further.

67. In early 1998 Rotimi again began telephoning respondent concerning the settlement of his workers' compensation case. Rotimi continued to telephone respondent's office throughout 1998. Respondent failed to return those calls. Eventually, Mr. Rotimi concluded that his efforts were futile. Finally, in early 1999, a friend of Rotimi's told him about the Director's Office and Rotimi filed his ethics complaint.

68. Respondent's conduct in failing to diligently pursue Rotimi's workers' compensation matter and in failing to adequately communicate with Rotimi violated Rules 1.3 and 1.4, MRPC.

Hanson Matter

69. In November of 1997 Bradley Hanson hired respondent to collect a debt owed to his mother's estate. On December 19, 1997, respondent wrote to the debtor on Hanson's behalf. Respondent made some other efforts to collect the debt, including a

letter on January 7, 1998. The January 7, 1998, letter was the last action that respondent took on Hanson's behalf.

70. When respondent's efforts to collect the debt proved unsuccessful, he suggested to Hanson that they affiliate with an Arizona attorney (where the debtor was living). Respondent told Hanson that he would locate and recommend an attorney. Despite several follow-up calls from Hanson, respondent never located Arizona counsel and never did any additional work on the file. The last Hanson heard from respondent was an April 5, 1998, telephone conversation.

71. For months after this, Hanson attempted to contact respondent. Respondent did not return Hanson's calls and eventually Hanson gave up on trying to contact respondent.

72. On October 12, 1999, Hanson filed an ethics complaint with the Director's Office. After that date, respondent never contacted Hanson nor did he do any additional work on the file.

73. Respondent's conduct in failing to diligently pursue the Hanson representation and in failing to adequately communicate with his client violated Rules 1.3 and 1.4, MRPC.

Heger Matter

74. In early 1992, Stephen and Debra Heger hired respondent to represent them in a personal injury lawsuit. The lawsuit arose out of a 1991 accident in which Stephen Heger was riding a motorcycle when he was struck by a motor vehicle.

75. For the next six years, the Hegers' case proceeded forward slowly. During this time, there were numerous occasions when the Hegers would attempt to contact respondent concerning the status of the case, only to have respondent fail to reply to their inquiries.

76. As the statute of limitations approached for commencing a lawsuit, the Hegers asked respondent if the lawsuit had been filed. Respondent assured them that it had, however, respondent did not respond to repeated requests for verification of that fact. Eventually, approximately one week before the statute of limitations, the Hegers went to the district court and discovered that contrary to his earlier assertions, respondent had only filed the lawsuit two days earlier.

77. In 1996 the Hegers sold their house. Because of a judgment pending against Steve Heger, a lien was placed against the proceeds of the sale. The Hegers, believing that the lien was improper, consulted with respondent. Respondent assured them that he would take care of getting the money released from escrow. Respondent never did anything further with the matter.

78. After the personal injury lawsuit was filed and served, complainants continued to experience difficulties with respondent diligently pursuing the matter. There were numerous continuances that respondent attributed to the judge. On the Thursday before the Hegers' case was scheduled for trial, they were to meet with respondent. On that day respondent called to cancel the meeting. The next day, respondent prepared a notice of withdrawal which the Hegers received on Monday. The trial was scheduled to commence the next day.

79. Although the trial judge granted the Hegers a short continuance, the Hegers were unable to find replacement counsel and the case was dismissed.

80. Respondent's conduct in failing to diligently pursue the Heger representation and in failing to communicate with his clients violated Rules 1.3 and 1.4, MRPC.

81. Respondent's conduct in withdrawing from the Heger representation less than one week before the scheduled trial violated Rule 1.16(d), MRPC.

Arita Matter

82. Respondent represented Ramon Arita in two separate workers' compensation matters. Arita settled the first case in May of 1997 and the second case in April of 1999.

83. As part of the 1997 settlement, Arita was paid \$12,500 as a settlement for any past medical or chiropractic expenses. Arita retained the right to make a claim for reimbursement for certain future medical expenses.

84. Arita subsequently began receiving bills for medical services that he believed were to be paid by his employer's workers' compensation insurer. Arita attempted to contact respondent on numerous occasions to discuss the insurance company's failure to respond to pay disputed medical bills. Respondent did not return Arita's calls.

85. Respondent's failure to adequately communicate with his client in the Arita representation was a violation of Rule 1.4, MRPC.

Thomas Matter

86. In August of 1998 Stephanie (Heger) Thomas met with respondent. After receiving assurances from respondent that he could resolve her case quickly, Thomas agreed to retain him.

87. In October of 1998 respondent told Thomas that the earliest they could expect a court date would be the third week of December. Respondent told Thomas that as soon as he knew of the exact date of the court appearance, he would notify her.

88. On December 20, 1998, respondent telephoned Thomas to tell her that the trial had been scheduled for January 4, 1999. Respondent further said that he would be mailing additional information concerning the time and location of the hearing.

89. On December 21, 1998, respondent wrote to Thomas. However, rather than providing a court date, respondent forwarded a copy of a November 11, 1998,

doctor's report. Respondent indicated that upon his return to his office on December 28, 1998, they could discuss a resolution of Thomas' case.

90. In January of 1999, when she had received nothing further from respondent regarding her court date, Thomas attempted to contact him. Over the course of the next month, Thomas unsuccessfully attempted to reach respondent. Finally, in late February of 1999, Thomas reached respondent at which time he told her he sued the wrong party.

91. In March of 1999 respondent told Thomas that the insurance company was considering a possible settlement. After that, however, Thomas heard nothing more from respondent through April 1999.

92. In May 1999 respondent told Thomas that the insurance company was still considering a settlement offer and that it might take an additional two weeks to finalize matters. Thomas heard nothing further from respondent for the remainder of May. Over the course of the next two months Thomas made repeated, unsuccessful efforts to contact respondent.

93. In August of 1999 Thomas finally reached respondent and informed him that he was being discharged. In November of 1999 Thomas filed an ethics complaint with the Director's Office.

94. Respondent's failure to adequately communicate with his client and diligently pursue the Thomas representation violated Rules 1.3 and 1.4, MRPC.

THIRD COUNT

Non-Cooperation

95. Respondent failed to respond to letters and notices of investigation sent in the investigation of the complaints against him as follows:

a. Geving Complaint:

- (1) August 2, 1999, the Director sent respondent's counsel a notice of investigation along with authorizations for the Minnesota Department of Revenue and the IRS.
- (2) September 2, 1999, the Director sent a follow-up request to respondent's counsel.
- (3) September 13, 1999, when respondent failed to respond, the Director sent an additional follow-up letter.
- (4) September 20, 1999, respondent provided the Director with the signed authorizations and an initial response to the Geving complaint.
- (5) November 24, 1999, in light of additional information received from Geving, the Director wrote to respondent's counsel and requested additional information and further authorizations.
- (6) December 2, 1999, respondent's counsel's wrote to the Director indicating that the Director should have the requested information no later than December 10, 1999.
- (7) December 6, 1999, the Director wrote to respondent's counsel and indicated that the response could be sent by December 10, 1999, but the authorizations should be provided as soon as possible.
- (8) December 13, 1999, the Director wrote to respondent's counsel again requesting the information and authorizations and reminding respondent that a failure to cooperate with the Director's investigation could form a separate basis for discipline.
- (9) December 22, 1999, the Director wrote to respondent's counsel indicating that the Director still had not received a response or the additional authorizations and stating that it was the Director's intention to modify the charges to include a count of non-cooperation.
- (10) On February 11, 2000, at the pre-hearing meeting on the charges of unprofessional conduct issued against respondent, respondent finally provided the Director with the requested authorizations.

b. Hanson Complaint:

- (1) October 22, 1999, the Director sent a notice of investigation directly to respondent.
- (2) October 26, 1999, the Director wrote to respondent's counsel regarding the Hanson complaint.
- (3) November 5, 1999, respondent's counsel wrote that respondent was out of town and that the Director could expect to hear back from him "next week."
- (4) November 22, 1999, when the Director still had not heard from respondent he again wrote to respondent's counsel and requested an immediate reply.
- (5) December 2, 1999, respondent's counsel wrote to the Director that the Director should have the requested information no later than December 10, 1999.
- (6) December 6, 1999, the Director wrote to respondent's counsel requesting that respondent's reply also include an explanation of his failure to timely respond the Director's inquiries.
- (7) December 13, 1999, the Director again requested a response and reminded respondent that a failure to cooperate with the Director's Office could form the basis for discipline.
- (8) December 22, 1999, the Director requested a response the notice of investigation and indicated his intent to add a charge of non-cooperation to the charges.
- (9) On February 25, 2000, in his response to the second set of supplemental charges, respondent's counsel supplied a response to the allegations made in the Hanson complaint.

c. Heger Complaint:

- (1) October 26, 1999, the Director issued a notice of investigation in the Heger complaint to respondent's counsel.
- (2) November 5, 1999, respondent's counsel wrote to the Director that respondent was out of town and that the Director could expect to hear back from him "next week."
- (3) November 22, 1999, when no response was sent, the Director wrote to respondent's counsel.

- (4) December 2, 1999, respondent's counsel wrote to the Director stating that the Director should have the requested information no later than December 10, 1999.
- (5) December 6, 1999, the Director wrote to respondent's counsel requesting that respondent's reply also include an explanation of his failure to timely respond the Director's inquiries.
- (6) December 13, 1999, when the promised response was not sent, the Director again wrote to respondent's counsel reminding respondent that a failure to cooperate with the Director could form a basis for discipline.
- (7) December 22, 1999, the Director again wrote to respondent's counsel requesting a reply and indicating that it was the Director's intention to amend the charges to include a count of non-cooperation.
- (8) On February 25, 2000, in his response to the second set of supplemental charges, respondent's counsel supplied a response to the allegations made in the Heger complaint.

d. Arita Complaint:

- (1) November 9, 1999, the Director issued notice of investigation to respondent's counsel that was inadvertently mailed directly to respondent.
- (2) December 1, 1999, respondent's attorney's office called (in response to a follow-up letter from the Director) indicating that they had not received the notice of investigation. The Director re-sent the notice on December 2, 1999.
- (3) December 17, 1999, when no response had been received, the Director wrote to respondent's attorney.
- (4) December 27, 1999, the Director again wrote to respondent's counsel concerning respondent's failure to respond.
- (5) On February 25, 2000, in his response to the second set of supplemental charges, respondent's counsel supplied a response to the allegations made in the Arita complaint.

e. Thomas Complaint:

- (1) November 29, 1999, the Director sent a notice of investigation to respondent's attorney.

- (2) December 15, 1999, the Director wrote to respondent's counsel requesting an immediate reply to the notice of investigation.
- (3) December 27, 1999, the Director again wrote to respondent's counsel requesting a reply to the notice of investigation.
- (4) On February 25, 2000, in his response to the second set of supplemental charges, respondent's counsel supplied a response to the allegations made in the Thomas complaint.

96. Respondent's failure to cooperate with the Director's investigation in the Hanson, Heger, Arita and Thomas complaints violated Rule 8.1(a)(3) and 8.4(d), MRPC.

WHEREFORE, the Director respectfully prays for an order of this Court suspending respondent or otherwise imposing 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: March 13, 2000.



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