

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against PAUL ROLAND RAMBOW,
a Minnesota Attorney,
Registration No. 169389.

**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 18, 1985. Respondent currently practices law in Minneapolis, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

FIRST COUNT

Andrew Lynn and Trust Account Matters

Andrew Lynn Matter

1. Kurt Aslakson retained respondent to represent Aslakson in a personal injury matter, involving an automobile accident that occurred on April 5, 2000, while Aslakson was working. Aslakson's employer operated its workers' compensation fund through State Fund Mutual.

2. On behalf of the employer, State Fund Mutual had made a substantial workers' compensation payment to Aslakson. Andrew Lynn was retained to represent the employer with respect to their subrogation interests relative to the personal injury matter.

3. In June 2003, respondent settled Aslakson's claims against the defendant driver in the amount of \$30,000. In March 2004, respondent and Lynn agreed State Fund Mutual's subrogated interest would be determined in accordance with Minn. Stat. § 176.061. They determined the amount of the subrogation interest was \$12,673.

4. Between December 31, 2003, and March 18, 2004, respondent and Lynn corresponded regarding the subrogation interest. On March 18, 2004, Lynn wrote to respondent to confirm their agreement and indicated that he would look for a release. Lynn did not receive a release or the payment from respondent.

5. In the spring of 2006, Lynn attempted to contact respondent through various means regarding the status of the subrogation payment because neither he nor his client had received the subrogation payment. Based on a letter he had received from respondent in 2004, Lynn was under the impression that respondent had forwarded the check representing the subrogation interest directly to Lynn's client.

6. On June 30, 2006, Lynn wrote to respondent regarding the remittance of the funds. Respondent failed to forward the funds or explain why the funds were not forthcoming.

7. On August 8, 2006, Lynn wrote to respondent confirming Lynn's attempts to resolve the matter. Lynn also indicated to respondent that if Lynn did not receive the subrogation funds by the end of the week, he intended to commence action against respondent and respondent's client. Lynn also stated he would file a complaint with the Director's Office. Respondent failed to forward the funds or explain why the funds were not forthcoming.

8. On November 15, 2006, Lynn filed an ethics complaint against respondent. The Director's Office assigned the matter for investigation to the Fourth District Ethics Committee (DEC) on or about November 22, 2006.

9. On November 28, 2006, respondent forwarded trust account check number 3610, in the amount of \$12,673, to Lynn in payment of the subrogation claim.

10. On November 29, 2006, respondent wrote to the DEC investigator and provided a copy of trust account check number 3610. Respondent stated his office had sent the subrogation check to Lynn in July 2004, and included a copy of a letter, dated July 28, 2004, in which respondent purports to send a check in the amount of the subrogation to Lynn. Lynn did not receive the July 28, 2004, letter. As discussed further below, respondent's statements to the DEC investigator that he sent the subrogation interest in 2004 were false.

11. On December 8, 2006, the DEC investigator wrote to respondent and asked respondent for the check number issued to State Fund Mutual in July 2004, and requested respondent provide his trust account check register from the date of the deposit of the Aslakson settlement funds through August 2004. The investigator also requested respondent's bank statements from the date respondent deposited the Aslakson settlement funds through November 2006. In addition, the investigator asked respondent to explain when respondent first noticed that the check, disbursed in July 2004, had not been cashed and whether respondent took any actions to determine why the check had not been cashed.

12. In reply to the DEC investigator's December 8, 2006, inquiries, respondent, on January 17, 2007, wrote that check number 3247 was disbursed to State Fund Mutual on July 28, 2004. Respondent provided the investigator with bank statements from January 2004 through November 2006, together with a document entitled "Check Register" which purported to show trust account transactions from

only June 30, 2004, through July 22, 2004. Respondent also stated he did not notice that check number 3247 to State Fund Mutual had not been cashed.

13. The register respondent provided reflected that check number 3247, payable to State Fund Mutual on behalf of Aslakson in the amount of \$12,673, was debited from the trust account on July 16, 2004. However, the bank statements later provided by respondent indicated that check number 3247 cleared the bank on August 17, 2004, in the amount of \$130. In addition, the provided check register did not show any checks written in the amount of \$130.

14. In his January 17, 2007, letter, respondent wrote to the DEC investigator that the accountant employed by his firm had been terminated and that “[a] full audit of the trust account has been ordered and is being handled by Timothy Schmidt, CPA, to prevent this type of matter in the future.” Respondent further wrote, “I have been assured by the bank and Mr. Schmidt that the funds did not leave the account at any time.” As discussed below, respondent’s statements that he engaged an accounting firm to conduct a full audit of his trust account were false.

15. On March 5, 2007, the DEC investigator spoke with respondent on the telephone. Following that telephone call, on March 7, 2007, respondent wrote to the investigator and stated that “an independent service has been retained to audit my trust account.” Respondent’s statement was false.

16. Respondent met with the DEC investigator on March 20, 2007. During the meeting, respondent told the investigator that he “no longer believed” that a check had been sent to Lynn prior to the November 2006 disbursement. Respondent admitted that he did not maintain client subsidiary ledgers.

17. The DEC investigator called Schmidt on March 21, 2007. Schmidt denied that he had been retained by respondent and stated that he had not done any work for respondent since doing respondent’s tax returns a couple of years earlier. Schmidt told the investigator that Schmidt had received a telephone call from respondent the day

prior to the investigator's call, but that Schmidt had not had time to return the call and had not yet spoken with respondent. The investigator wrote to respondent and asked him to prepare a plan to address bringing his books and records into compliance.

18. On March 30, 2007, respondent wrote to the DEC investigator and stated that his paralegal would work an additional five hours per week "until such time as the ledgers and reconciliations are compliant and meet with your approval." Respondent further stated that "[a]lthough I was hoping Tim Schmidt would take on this project per my previous meetings and discussion with him, he simply could not take on a project as time consuming as this."

19. On May 9, 2007, the DEC met and recommended that this matter be further investigated by the Director's Office. In response to the DEC's recommendation, respondent wrote the Director's Office stating that there must have been a misunderstanding between the DEC investigator and Schmidt and that due to respondent's former bookkeeper's "continued harassment and false allegations, Mr. Schmidt will not release information to **anyone** without my prior written or verbal approval." (Emphasis in original.) Respondent's statements are inconsistent with respondent's March 30, 2007, statements to the DEC investigator.

Failure to Maintain Trust Account Books and Records

20. Respondent is the owner of Rambow Law Firm, P.A. ("RLF"), and, in that capacity, has responsibility for maintaining the firm's trust account books and records.

21. At all times relevant to these charges, RLF maintained client trust account number xxx0320 at Western Bank.

22. During the course of the investigation of the Lynn matter, as discussed above, the DEC investigator requested that respondent provide various trust account books and records.

23. Respondent provided the DEC investigator with bank statements from January 2004 through November 2006, along with a document entitled "Check

Register.” The check register purported to show transactions which occurred between June 30, 2004, and July 22, 2004. In a meeting with the investigator, respondent later admitted the check register was created in response to the investigator’s requests for information.

24. The DEC investigator discovered multiple problems with respondent’s trust account records including failure to maintain required client subsidiary ledgers and failing to perform the requisite reconciliation of the client subsidiary ledgers, bank statements and checkbook register.

25. As indicated in paragraph 16 above, on March 20, 2007, the DEC investigator met with respondent and respondent’s assistant regarding respondent’s books and records. The investigator advised respondent of what books and records respondent was required to maintain.

26. During the March 20, 2007, meeting, respondent admitted he had not been maintaining client subsidiary ledgers. Additionally, the DEC investigator advised respondent that respondent had failed to reconcile client subsidiary ledgers with the trust account bank statement and checkbook register.

27. On August 24, 2007, the Director’s Office requested respondent to provide his trust account books and records from January 1, 2006, through July 31, 2007. The Director’s Office enclosed a copy of Appendix 1 to the Minnesota Rules of Professional Conduct (MRPC) with its August 24, 2007, letter to further alert respondent to the required records.

28. On October 15, 2007, the Director’s Office received a letter from respondent which included bank statements from January 2006 through September 2007. Copies of cancelled checks, deposit slips, and debit slips were attached to the corresponding bank statement. Respondent also provided a document entitled “Check Register.” Respondent’s letter references “enclosed” settlement statements, but no settlement statements were actually provided. Respondent did not provide any

documents showing account reconciliation, nor did he provide copies of client subsidiary ledgers or client subsidiary ledger trial balances.

29. On March 11, 2008, the Director's Office again wrote respondent asking for records related to respondent's trust account. The Director's Office requested specific information including a list of all clients for whom money was held in the trust account as of January 1, 2006, and client subsidiary ledgers for all clients who had funds in the trust account during the period of January 1, 2006, through February 29, 2008. The Director's Office also requested bank statements, including deposit slips and cancelled checks, for the time period of September 2007 through February 2008. The Director's Office again enclosed a copy of Appendix 1 to the MRPC in the March 11, 2008, letter.

30. On April 2, 2008, respondent provided client subsidiary ledgers which were created in response to the inquiry of the Director's Office, for the period of January 1, 2006, through March 2008. Respondent did not provide all of the requested records. Among the items respondent failed to provide were bank statements, cancelled checks, deposit slips, reconciliations, and client subsidiary ledger trial balances.

31. On June 6, 2008, the Director's Office wrote to respondent and again requested respondent submit the documents he failed to provide in response to the Director's March 11, 2008, letter, including bank statements, cancelled checks, deposit slips, reconciliations, and client subsidiary ledger trial balance sheet.

32. On June 30, 2008, the Director's Office received client subsidiary ledgers, and a check register from January 1, 2007, through June 6, 2008, and bank statements, cancelled checks and deposit tickets for September 28, 2007, through June 26, 2008. Respondent did not provide any reconciliations or client subsidiary ledger trial balance sheets and indicated he did not maintain these documents.

33. On July 7, 2008, the Director's Office requested the specific records that make up the trust account books and records as identified in Appendix 1 to the MRPC. The Director's Office outlined what trust account books and records respondent was required to maintain and for the third time, the Director's Office sent respondent a copy of Appendix 1. In particular, the Director's Office requested respondent to provide a client subsidiary ledger trial balance sheet, a document not previously produced.

34. On February 27, April 28, May 14, June 12, June 26, July 17, August 11, October 12, and October 20, 2009, the Director's Office requested specific information from respondent regarding his trust account books and records in an attempt to identify unattributed deposits and disbursements, to obtain a listing of each client for whom respondent was holding funds and the balance of funds held for each client.

35. On October 26, 2009, the Director received bank statements from March 2009 through October 26, 2009; copies of carbon copies of check drafts from June 24, 2008, through January 30, 2009; various checkbook stubs from February 26, 2009, through September 18, 2009; check register from January 4, 2008, through March 18, 2009; client subsidiary ledgers; and an undated client subsidiary ledger trial balance. Respondent did not provide any reconciliations or current check register.

36. Respondent never provided a complete set of trust account books and records, as required by Rule 1.15(h), MRPC, as interpreted by Appendix 1, for the period of January 1, 2006, through October 29, 2009.

37. The check register provided for January 1, 2006, through July 31, 2007, began with a balance of \$264,272.56, the exact amount as the beginning balance on respondent's January 1, 2006, bank statement indicating respondent had no outstanding checks as of January 1, 2006, including the \$12,673 check purportedly disbursed to Lynn on behalf of client Aslakson. In fact, there were at least four checks issued prior to January 1, 2006, which cleared respondent's trust account after January 1, 2006.

38. The check registers provided by respondent were not maintained contemporaneously.

a. The checkbook registers submitted by respondent routinely begin each month by listing all the deposits, whether the deposit was made at the beginning of the month or near the end of the month. After listing the month's deposits, the register listed checks as they appear on the bank statement. This would conceal any negative balances that may occur during the month.

b. Checks were not recorded as they were issued. Instead, checks were recorded by when they appeared on respondent's trust account bank statement.

39. Using respondent's bank statements, cancelled checks, and other documentation provided by respondent, the Director's Office audited respondent's trust account for the period January 1, 2006, through October 2009.

40. The Director's Office's audit revealed on multiple occasions respondent failed to list checks or entered wrong information regarding checks in his check register. Respondent's records do not match the bank documents. Specific examples, but not limited to, are the following:

a. On November 28, 2006, respondent's check register recorded a deposit of \$20,345.87 on behalf of Knopik and Fischer. Respondent did not provide a subsidiary ledger for Fischer, and Knopik's subsidiary ledger does not reflect a deposit on this date and in this amount.

b. The check register lists check number 3689, in the amount of \$2,500, written on January 23, 2007, as made payable to Rambow Law Firm and attributed to client Mouniem. According to bank records, check number 3689 cleared the bank on May 31, 2007, and was written to client Reyna in the amount of \$9,985.41.

c. On February 27, 2007, respondent recorded in his check register that check number 3681 in the amount of \$10,000 was written to RLF on behalf of client Fongvongsa. The bank records indicate that check number 3681 cleared the bank on March 5, 2007, and was written to client Fongvongsa in the amount of \$13,332.57.

d. Respondent's client subsidiary ledger for client M. Davis lists a deposit of \$2,000 being made on behalf of client M. Davis on October 5, 2007. However, respondent's bank records do not show a \$2,000 deposit on October 5, 2007, or at any other time in October 2007.

e. Respondent's client subsidiary ledger for client Crabtree lists a deposit of \$47,500 on October 4, 2007. Bank records demonstrate a deposit of \$47,500 was made on October 9, 2007. This \$47,500 deposit is not recorded in respondent's check register.

f. Respondent's check register recorded check number 3825, in the amount of \$324.48, as disbursed to RLF on October 17, 2007, for client Cangemi. However, check number 3825 cleared the bank on May 21, 2008, in the amount of \$3,751.65 and was made payable to client Haase.

g. Bank records demonstrate a deposit in the amount of \$4,000 was made on December 26, 2008. This deposit is not recorded in respondent's check register and is not attributable to any client.

h. On October 23, 2007, according to bank records a deposit was made on behalf of client Dmitruk in the amount of \$5,000. This deposit was not recorded in respondent's check register.

i. On December 11, 2007, respondent's check register recorded check number 3852 in the amount of \$20.35 being disbursed on behalf of client Paley. However, check number 3852 cleared the bank on September 30, 2008, in the amount of \$815.84 on behalf of client Robinson.

j. On January 1, 2006, respondent indicated, on the subsidiary ledger he submitted on behalf of client Ford, a balance of \$100,854.34 in the trust account. The subsidiary ledger provided by respondent for client Ford lists check number 3643 in the amount of \$1,500 twice. Respondent deducted \$1,500 for each entry he made from the balance in client Ford's subsidiary ledger. Check number 3643 cleared the bank once on December 26, 2006, in the amount of \$1,500.

k. On February 17, 2006, respondent's subsidiary ledger for client Ford listed and deducted check number 3493 in the amount of \$5,000 from Ford's balance on the subsidiary ledger. However, bank records indicate check number 3493 posted to respondent's account on February 15, 2006, and was written to clients Koch in the amount of \$2,914.55.

l. On client Ford's subsidiary ledger, respondent listed check number 3526 in the amount of \$1,000 as being disbursed on May 31, 2006, to client Ford. Bank records document check number 3526 posted to respondent's account in the amount of \$10,000.

41. The Director's Office's audit revealed between January 1, 2006, and July 29, 2008, respondent consistently held funds in his trust account which were not attributed to anyone and not accounted for in respondent's records.

a. Between January 1, 2006, and April 6, 2006, respondent consistently held \$66,988.12 which was not attributed to anyone.

b. Between April 6, 2006, and May 3, 2006, respondent held \$62,788.12 which was not attributed to anyone.

c. Between May 3, 2006, and July 29, 2008, respondent held varying amounts in his trust account which were not attributed to anyone. The amounts varied between \$42.19 and \$61,588.66.

42. On April 2, 2008, respondent provided a client subsidiary ledger for client Ford which shows a balance of \$7,267.55. Although respondent's records indicate a balance for client Ford, after April 30, 2008, respondent did not provide a subsidiary ledger for client Ford.

43. Because he did not submit one with his submissions, the Director's Office requested respondent create a client subsidiary ledger trial balance sheet. Respondent's submission failed to list client Ford although the subsidiary ledger respondent submitted on behalf of client Ford showed a balance of \$7,267.55.

44. Respondent did not provide trust account reconciliations, or a client subsidiary ledger trial balance sheet as requested in the March 11, 2008, letter of the Director's Office.

45. Respondent failed to properly maintain his checkbook register, failed to properly identify deposits and checks, failed to properly maintain subsidiary ledgers, failed to create monthly trial balances of his subsidiary ledgers and failed to create monthly reports reconciling the adjusted bank balance, checkbook balance and the subsidiary trial balance ledger in violation of Rule 1.15, MRPC. Furthermore, respondent failed to print out and retain his monthly checkbook register, monthly trial balance of the subsidiary ledgers and monthly reconciliation reports. Respondent, therefore, does not have the body of records required to comply with Rule 1.15, MRPC, as interpreted by Appendix 1.

Trust Account Shortages

46. The Director's Office's audit revealed that, during the period January 1, 2006, through October 26, 2009, the amount in respondent's trust account several times fell short of the amount necessary to cover aggregate client balances. This shortage ranged in amount from \$313.81 to \$12,303.74. Respondent negligently misappropriated client funds.

47. Although the amounts varied, the shortage in respondent's trust account was continuous from August 5, 2008, through October 26, 2009.

48. Among the causes of the shortage, in at least thirty-six (36) different client matters, respondent disbursed funds on behalf of clients when at the time of disbursement respondent was not holding sufficient funds in his trust account on behalf of the client for whom the disbursements were made. Examples include, but are not limited to, the following:

a. On July 5, 2006, the balance of funds held in respondent's trust account on behalf of Abdikarin was \$3,953.46. Between July 5, 2006, and July 10, 2006, respondent wrote three checks totaling \$7,000 on behalf of Abdikarin. As there was only \$3,953.46 in trust for Abdikarin, the remaining \$3,046.54 paid on Abdikarin's behalf did not belong to Abdikarin.

b. On December 7, 2006, check number 3610 in the amount of \$12,673.00 to State Fund on behalf of client Aslakson cleared respondent's trust account. At the time respondent wrote check number 3610, respondent was not holding funds on behalf of Aslakson. Therefore, all disbursements made on Aslakson's behalf were disbursed with other people's funds.

c. On August 15, 2006, respondent issued check number 3564 in the amount of \$2,971 on behalf of Brekke. At the time respondent wrote check number 3564, respondent was not holding any funds on behalf of Brekke. Therefore, all disbursements made on Brekke's behalf were disbursed with other people's funds.

d. Between November 13, 2008, and January 26, 2009, respondent wrote three checks on behalf of A. Derevynko totaling \$4,999.99. Respondent was not holding funds in his trust account for client A. Derevynko. Therefore, all disbursements made on A. Derevynko's behalf were disbursed with other people's funds.

e. Between May 3, 2006, and May 24, 2006, respondent wrote checks on behalf of Kamppa totaling \$16,666.67. At the time the checks were written, respondent was not holding funds on behalf of Kamppa. Therefore, all disbursements made on Kamppa's behalf were disbursed with other people's funds.

f. On September 1, 2009, respondent held \$4,666.35 in trust for Modlin. Respondent wrote two checks on September 9, 2009, on behalf of client Modlin totaling \$5,000. Therefore, \$333.65 disbursed on behalf of Modlin was disbursed using other people's funds.

g. Between September 8, 2009, and September 23, 2009, respondent issued three checks on behalf of Sullivan totaling \$2,063.67. At the time respondent issued the checks, respondent was not holding funds on behalf of Sullivan. Therefore, all disbursements made on Sullivan's behalf were disbursements of other people's funds.

h. On September 10, 2009, respondent held \$3,460.98 in trust for client P. Coons. Respondent issued two checks on October 14, 2009, which totaled \$4,091.55. Therefore, \$630.57 disbursed on behalf of P. Coons was a disbursement of other people's funds. The client subsidiary ledger maintained for client Coons recorded check number 7459, to "V&A – Costs P. Coons" as zero dollars. In fact, respondent issued check number 7459 to Valentini & Associates in the amount of \$630.57. Check number 7459 cleared respondent's trust account on July 14, 2009. On the same day that respondent issued check number 7459, respondent issued check number 7455, also to Valentini & Associates. Check number 7455, in the amount of \$612.36, cleared respondent's trust account on July 22, 2009.

Commingling

49. Between January 1, 2006, and through October 2009, respondent failed to timely disburse funds belonging to respondent's law firm from the trust account, thereby commingling his funds with funds held on behalf of clients. Examples include, but not limited to:

a. Respondent made two deposits on behalf of client Celms: \$4,000 on April 4, 2006, and \$2,500 on January 9, 2007. Between April 4, 2006, and February 23, 2007, respondent made four disbursements on behalf of Celms totaling \$5,716.33 leaving a balance of \$783.67 on February 23, 2007. On March 31, 2009, respondent disbursed the remaining \$783.67 to his law firm. Between February 23, 2007, and March 31, 2009, respondent held \$783.67 in his trust account which belonged to his law firm. Respondent held funds belonging to other clients between February 23, 2007, and March 31, 2009.

b. On October 23, 2007, respondent deposited \$5,000 in his trust account on behalf of client Dmitruk. Between October 24, 2007, and November 14, 2007, respondent made distribution totaling \$3,987.74 on behalf of Dmitruk. After the distributions, a balance of \$1,012.26 remained in the trust account. On March 31, 2009, respondent disbursed the remaining money to his law firm. Between November 14, 2007, and March 31, 2009, respondent held in his trust account monies belonging to his law firm. Respondent held funds belonging to other clients between November 14, 2007, and March 31, 2009.

c. On January 23, 2006, respondent held \$34,505.12 in his trust account on behalf of client Muer. Respondent made three disbursements totaling \$25,410.59 leaving a balance of \$9,094.53 on March 23, 2006. On May 1, 2008, respondent disbursed \$9,016.54 to his law firm. Between March 23, 2006, and May 1, 2008, respondent held \$9,016.54 belonging to his law firm in his trust

account. Respondent held funds belonging to other clients between March 23, 2006, and May 1, 2008.

d. On January 20, 2006, respondent held \$75,000 on behalf of client Sermiagina. Between January 20, 2006, and July 21, 2006, respondent distributed all but \$1,882.65. On March 31, 2009, respondent distributed the remaining \$1,882.65 to his law firm. Between July 21, 2006, and March 31, 2009, respondent held funds belonging to other clients in his trust account.

50. Respondent's failure to account for monies held on behalf of State Fund Mutual, to timely turn over payment to State Fund Mutual and his multiple misrepresentations during the disciplinary investigation violated Rules 1.15(c)(3) and (c)(4), 8.1(a), and 8.4(c), MRPC.

51. Respondent's failure to maintain required trust account books and records, commingling of client funds with his own funds in a trust account, misappropriation of client funds, over disbursement of client funds, under disbursement of client funds, and failure to promptly disburse client funds violated Rules 1.15(a), (b), (c)(3), and (h), and 8.4(d), MRPC, and Appendix 1 thereto

SECOND COUNT

Respondent's Dissolution Matter

52. The findings of fact, conclusions of law, order for judgment and judgment and decree ("judgment and decree") dissolving respondent's marriage to Tanya Morrison was entered on August 25, 2006. The judgment and decree was in accord with a marital termination agreement ("MTA") respondent and Morrison submitted to the court.

53. As respondent agreed to the terms of the MTA and the judgment and decree, respondent did not appeal the property settlement.

54. Pursuant to the MTA and stipulated judgment and decree, respondent was ordered to pay Morrison \$615,000 as part of the property settlement. In exchange

for the payment of \$615,000, respondent received several parcels of real estate held by the parties. Respondent's \$615,000 payment was to be made within ninety (90) days of the entry of the judgment and decree.

55. The stipulated judgment and decree further ordered respondent to pay Morrison \$2,000 per month in spousal maintenance until such time as the \$615,000 property settlement payment was made.

56. Respondent failed to make the \$615,000 property settlement payment and did not pay the spousal maintenance as required.

57. By order filed March 9, 2007, the district court ordered respondent to pay the \$615,000 property settlement within sixty (60) days. The court further ordered if respondent failed to make the required payment, Morrison had the right to list and sell the Naples, Florida, properties.

58. Although respondent appealed the March 9, 2007, order, he did not apply for a stay of the order nor did he post a bond.

59. By order filed March 12, 2007, the court appointed Morrison as respondent's attorney-in-fact to allow the listing and selling of the Naples, Florida, property. The court further ordered that both parties cooperate to quickly sell the property.

60. By March 19, 2007, Morrison had a signed purchase agreement for the property in Naples, Florida. However, the title company required respondent's signature. Despite the court's March 12, 2007, order, respondent would not cooperate with Morrison and provide the necessary signature.

61. Morrison had her attorney forward the real estate documents to respondent's attorney and informed respondent and his attorney that the documents needed to be signed by May 27, 2007.

62. When respondent did not cooperate with the selling of the Naples, Florida, properties, on May 25, 2007, the court amended the judgment and decree to

award properties in Naples, Florida, to Morrison. The court directed Morrison to sell the properties to pay, among other things, the \$615,000 property settlement.

63. Morrison filed a motion to find respondent in contempt of the court's order regarding the property settlement and spousal maintenance.

64. After a hearing on October 17, 2007, the district court found respondent had not cooperated with the sale of the Naples, Florida, property and found respondent in contempt of the court's orders requiring respondent to transfer his interest in the Naples, Florida, properties to Morrison.

65. In addition to transferring the Naples, Florida, property to Morrison, the court also found that respondent had not paid the \$2,000 per month spousal maintenance as ordered. The court found respondent in contempt and set purge conditions for the contempt.

66. On April 15, 2008, the Minnesota Court of Appeals issued its decision remanding a portion of the district court's order filed March 9, 2007. While upholding the district court's order that Morrison be allowed to list and sell the Naples, Florida, properties, the Court of Appeals directed the district court to set conditions for the sale of the Florida properties that would protect respondent's interest in said property.

67. At a hearing on June 16, 2008, the parties agreed on conditions that would protect respondent's interest in the Naples, Florida, properties.

68. During the time respondent failed to cooperate with selling the property, the Naples, Florida, properties were foreclosed upon and the redemption period expired on August 11, 2008. Morrison was not able to find a new buyer for the property nor was she able to redeem the property.

69. At the August 4, 2008, review hearing, Morrison requested the court lift the stay of imposition regarding the contempt proceeding. The court issued an order for respondent to appear on September 29, 2008, and explain why he failed to comply with conditions in the court's October 23, 2007, order.

70. On September 29, 2008, the court increased the amount of respondent's purge conditions. Beginning October 1, 2008, respondent was required to pay at least \$3,000 per month toward spousal maintenance or be incarcerated.

71. By order dated July 30, 2009, the court found respondent owed \$56,707 in child support arrears and spousal maintenance arrears. The court ordered respondent to pay \$2,374 per month in child support payments and \$3,000 per month in "spousal maintenance probationary/purge" payments. The court ordered respondent to make these payments by the 10th of each month.

72. Morrison again requested that respondent be held in contempt and a hearing was scheduled for January 7, 2010.

73. Following the January 7, 2010, hearing, the court sentenced respondent to up to thirty (30) days at the Hennepin County Adult Correctional Facility. The court ordered respondent to report for transportation to the workhouse on February 17, 2010, at 8:30 a.m. The court indicated that respondent could avoid going to the workhouse if he provided proof he was current on child support and spousal maintenance, and he provided signed copies of his 2007 and 2008 federal and state tax returns.

74. Another hearing was held on January 22, 2010. The court again found respondent in contempt for his failure to timely provide signed tax returns, failure to provide a general ledger, and failure to provide a copy of his life insurance policy. The court reiterated that respondent was sentenced to the workhouse for contempt and that he was to report for transportation to the workhouse on February 17, 2010, at 8:30 a.m.

75. The court indicated that if respondent brought proof of being current on his spousal maintenance and child support obligations, signed copies of his 2007 and 2008 federal and state tax returns, provided a release for the Minnesota Lawyers Professional Responsibility Board, provided business records, and provided a full copy of his life insurance policy, respondent would not have to go to the workhouse.

76. Respondent appeared before the court on February 17, 2010. The court found that respondent was current in his purge conditions, and therefore respondent was not sent to the Hennepin County workhouse. The court continued the matter to May 19, 2010.

77. Although at the May 19, 2010, hearing the court found respondent in “substantial compliance with his monetary purge conditions,” the court revoked its stay on contempt sentence. The court found respondent had failed to provide appropriate authorizations to allow review of his trust account books and records. The court ordered respondent to be sent to the workhouse for up to thirty (30) days, or released upon his signing an authorization to allow access to his trust account books and records gathered by the Office of Lawyers Professional Responsibility.

78. Respondent signed the necessary authorizations to avoid going to the workhouse.

79. Morrison brought several motions and the matters were heard on June 4, 2012. Among Morrison’s motions was another motion for contempt due to respondent’s failure to comply with the court’s orders concerning spousal maintenance.

80. On September 7, 2012, the court issued an order finding respondent in constructive civil contempt for his failure to pay spousal maintenance in accordance with the court orders.

Failure to Comply with Drug Testing

81. At the hearing on December 13, 2006, respondent agreed to participate in a full drug screening, including urinalysis and hair follicle tests. These tests were to be completed by December 27, 2006, with the test results shared by each party.

82. Although required by the court to complete drug testing by December 27, 2006, respondent did not do so until March 2007. By report dated April 2, 2007, respondent tested positive for cocaine/metabolites.

83. At a May 25, 2007, hearing, respondent acknowledged that he may have chemical health issues. The court ordered respondent to complete a chemical dependency assessment through Family Court Services.

84. Likewise, after a hearing on May 17, 2007, the court ordered respondent to complete a chemical dependency assessment within thirty (30) days, or by no later than June 16, 2007.

85. Respondent did not complete the assessment until July 30, 2007. The assessment report, completed in August 2007, stated respondent was given a five panel, level of detection hair follicle test on March 28, 2007, and that respondent tested 1559 pg/mg. The cutoff score is 100 pg/mg. During respondent's interviews with evaluators, he either did not address his use of cocaine or indicated that he may have had a "trace." Respondent also denied any use of illicit/controlled substances. The evaluator concluded that, based on respondent's hair follicle testing results, respondent has an extremely high tolerance for cocaine. The evaluator determined that respondent had not been truthful during the evaluation and expressed concern for the parties' children.

86. By order filed on August 20, 2009, the court ordered respondent to submit to a "LOD + extended Opiates hair follicle test."

87. By December 10, 2010, respondent was admitted for inpatient treatment due to his chemical abuse.

88. Morrison filed another motion for contempt due to respondent's continued drug abuse and failure to comply with court orders. At the hearing on May 10, 2012, Morrison raised concerns for the parties' children and respondent's ability to care for them while in his custody. The court ordered respondent to submit to a hair follicle drug test as soon as possible. The court warned that if respondent failed to be tested, the court would presume the results would have been positive. The court then continued the matter until June 4, 2012.

89. On June 4, 2012, respondent admitted that he had not submitted to the hair follicle test as ordered by the court. Therefore, the court suspended respondent's parenting time until he completed the hair follicle testing.

90. On September 7, 2012, the court again ordered respondent to submit to hair follicle testing.

91. Respondent's failure to abide by court orders and being held in contempt of court orders violated Rules 3.4(c) and 8.4(d), MRPC.

THIRD COUNT

Client Matters

92. In April 2008, Kristen Naros joined respondent's firm as an attorney. Although Naros drafted settlement sheets, Naros did not have control or signatory authority with regard to the firm's trust account.

93. Naros left respondent's firm on May 30, 2009. Upon her departure from respondent's law firm, Naros informed the clients on her case list of her departure. Several clients decided to follow Naros and to terminate the representation of respondent's law firm.

94. On behalf of the clients who transferred to Naros' new firm, Naros requested that respondent forward any funds held in respondent's trust account on behalf of those clients to her and also requested respondent provide a complete accounting of any funds distributed and verification of said distribution.

Terry Kolb Matter

95. During her employment with respondent's firm, Naros represented Terry Kolb in a personal injury matter. The matter settled for \$20,000.

96. Kolb's settlement check arrived at the law firm and was deposited into respondent's trust account on May 11, 2009. Neither Naros nor Kolb saw or endorsed the settlement check prior to it being deposited despite the fact that the check was made payable to them as well as respondent's law firm. Respondent or someone at his

direction caused the settlement check to be endorsed and deposited into respondent's trust account.

97. At the time the check was deposited, Naros had not met with Kolb to go over the settlement distribution sheet nor had Kolb authorized the disbursement of any funds.

98. Despite Kolb not having authorized distribution of the settlement funds, on or about May 11, 2009, respondent issued check number 7385 in the amount of \$14,500 to his law firm. Kolb's subsidiary ledger noted check number 7385 was for "fees/partial costs." The check cleared respondent's trust account on May 12, 2009.

99. When Naros left respondent's law firm, Kolb chose to terminate the services of RLF and have Naros continue representing him.

100. On June 10, 2009, and June 11, 2009, Naros wrote to respondent requesting that respondent immediately release files and client funds for several clients, including Kolb.

101. In response to Naros' request for Kolb's funds, respondent disbursed check 7403 in the amount of \$5,248.68 to Naros indicating it was the balance of funds held in the trust account for Kolb. Respondent did not provide an accounting or other verification of the funds distributed.

102. On June 16, 2009, Naros again requested an accounting of the funds disbursed on Kolb's behalf. Respondent failed to provide the requested accounting.

Christine Nixon Matter

103. Christine Nixon was a client of RLF. Naros was assigned to represent Nixon.

104. On February 25, 2009, a settlement check in the amount of \$12,500 was deposited into respondent's trust account on behalf of Nixon.

105. Naros received approval from Nixon and respondent made the following disbursements on February 26, 2009:

<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
7304	Rambow Law Firm – Fees	\$1,388.89
7305	Rambow Law Firm – Costs	\$723.54
7306	Kristine Naros – Fees	\$1,388.89
7309	Christine Nixon – Settlement	\$5,757.38

106. Respondent disbursed to himself a check in the amount of \$723.54 to cover out-of-pocket expenses. One of those expenses for which respondent reimbursed himself was a mediator fee to James Dunn in the amount of \$550.

107. Despite reimbursing himself for the Dunn costs in February 2009, respondent did not pay Dunn until July 2009.

108. The initial disbursements in February 2009 from respondent's trust account left a balance of \$3,241.30 remaining in respondent's trust account for Nixon's benefit.

109. On March 2, 2009, check number 7310 was disbursed to Rambow Law Firm in the amount of \$1,935.88. This check purportedly covered fees and costs of Valentini and Associates who had previously represented Nixon.

110. After the March 2, 2009, disbursement, respondent held \$1,305.42 in trust on Nixon's behalf.

111. Naros left respondent's law firm on May 30, 2009. On June 1, 2009, Nixon terminated her relationship with respondent's law firm, notified respondent that she retained Naros and directed respondent to send her complete file to Naros. On June 16, 2009, Naros requested respondent to immediately transfer Nixon's funds held in trust to Naros.

112. Despite Nixon's direction, respondent did not transfer the funds held in trust for Nixon until July 15, 2009.

Coons Matter

113. Penelope Coons and her daughter, Rebecca, retained respondent's firm to represent them in a personal injury matter. Naros was assigned to represent Penelope and Rebecca Coons.

114. On or about August 1, 2008, settlement checks were deposited into respondent's trust account regarding Penelope Coons in the amount of \$8,136.19. On that same day, the following disbursements were made on Penelope's behalf:

<u>Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
08/01/08	7028	Kristine Naros – Fees	\$904.02
08/01/08	7029	Valentini and Associates – Fees	\$904.02
08/01/08	7038	Rambow Law Firm – Fees	\$904.02

115. On or about August 1, 2008, settlement checks were deposited into respondent's trust account regarding Rebecca Coons in the amount of \$11,300. Between August 1, 2008, and August 6, 2008, the following disbursements were made, on Rebecca Coons' behalf:

<u>Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
08/01/08	7042	Valentini and Associates – Fees	\$1,255.55
08/01/08	7043	Kristine Naros – Fees	\$1,255.55
08/01/08	7037	Rambow Law Firm – Fees	\$1,255.57
08/06/08	7044	Northstar Pain Care	\$1,282.67

116. After the August 1, 2008, disbursements, the balance of monies in respondent's trust account for Penelope Coons was \$5,424.13. After the August 1, 2008, and August 6, 2008, disbursements, the balance of monies in respondent's trust account for Rebecca Coons was \$6,250.66.

117. In late May 2009, Naros left respondent's law firm. Penelope and Rebecca Coons chose to follow Naros.

118. On June 11, 2009, Penelope and Rebecca Coons sent respondent letters terminating his services and directing all funds held on their behalves be turned over to Naros. The respective letters also contained a document entitled "Client

Acknowledgement and Agreement.” The acknowledgement also notified respondent of his termination and that Naros is their counsel and directed respondent to forward their files to Naros. The notices specifically notify respondent that he was to have no further contact with any third party concerning their respective cases.

119. Despite his knowledge that the Coonses had hired new counsel, on July 10, 2009, respondent disbursed to third parties the funds in his trust account belonging to the Coonses. After his authority was revoked, respondent made the following disbursements on behalf of Penelope Coons:

<u>Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
07/10/09	7444	Rambow Law Firm – Costs	\$513.37
07/10/09	7449	Penelope Coons – Jury Fee Reimbursement	\$55.00
07/10/09	7451	C&M (medical records)	\$89.65
07/10/09	7455	Valentini & Associates – Costs	\$612.36
07/10/09	7453	Asl, Trondson – Court Reporter	\$117.20

After his authority was revoked, respondent made the following disbursements on behalf of Rebecca Coons:

<u>Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
07/10/09	7443	Allina	\$11.15
07/10/09	7445	Valentini & Associates – Costs	\$512.02
07/10/09	7446	C&M (medical records)	\$110.68
07/10/09	7447	Northstar Pain Care	\$725.00
07/10/09	7450	Rebecca Coons – Filing and Jury Fee Reimbursement	\$325.00
07/10/09	7452	Rambow Law Firm – Costs	\$344.11

120. Respondent failed to provide an accounting to Naros concerning Penelope and Rebecca Coons.

121. Respondent’s statement of settlement indicates he paid the \$250 cost of a Northstar Pain Care medical report from Rebecca Coon’s settlement proceeds. In August 2009, Naros received a fax from Northstar Pain Care indicating there was a balance owing for Rebecca Coons in the amount of \$250.

Katie Westmark Matter

122. Katie Westmark was a client of RLF. On January 28, 2009, a settlement check in the amount of \$10,000 was deposited into respondent's trust account. Of that amount, \$1,111.11 was paid each to Naros, respondent and to Westmark's former attorney, Valentini, for attorneys' fees. Valentini was also reimbursed \$563.10 for out-of-pocket expenses. Westmark was paid \$4,291.07.

123. On February 5, 2009, respondent disbursed the remaining \$1,064.50 for his out-of-pocket expenses. One of those expenses for which respondent reimbursed himself was a mediator fee to Howard Kaplan in the amount of \$522. Although respondent took the funds from Westmark to pay Kaplan, Kaplan was never paid. Respondent converted the funds intended to pay Kaplan.

Wickstrom Matter

124. Respondent represented Larry Wickstrom with regard to a personal injury matter.

125. After a failed mediation, Wickstrom terminated respondent's services on or about June 23, 2009. Wickstrom requested his complete file from respondent.

126. When Wickstrom retrieved his file from respondent on July 2, 2009, the file was missing several documents and contained information relating to other client matters.

127. Although Wickstrom notified respondent regarding the misfiled information, respondent took no steps to retrieve the information.

128. In reviewing the file provided to him by respondent, Wickstrom discovered that the Veterans Affairs Administration had a substantial subrogation claim. Respondent had not advised Wickstrom of the amount of the subrogation claim.

129. On February 24, 2010, respondent sent various documents to the Director's Office including documentation regarding various expenses in Wickstrom's

matter. Prior to the Director's Office forwarding the materials to Wickstrom, Wickstrom had not received the information from respondent.

130. In September 2009, Wickstrom received a letter from a claims representative. The letter outlined various deficiencies in responding to discovery. Prior to receiving this letter, Wickstrom was not aware of many of the items having been requested nor was he aware of respondent's failure to provide requested information.

131. In October 2009, respondent made a payment to the mediator on Wickstrom's behalf without Wickstrom's authorization or knowledge. This payment was made several months after Wickstrom terminated respondent.

Lowden Matter

132. Respondent represented Will Saengchanh in a personal injury matter. Attorney Shari Lowden represented Liberty Mutual. On January 26, 2009, respondent called Liberty Mutual and stated that he represented Saengchanh.

133. Liberty Mutual requested a recorded interview of Saengchanh. The interview was scheduled for March 23, 2009, at 10:00 a.m. At the time the interview was being arranged, respondent's office was unsure if Saengchanh needed an interpreter.

134. Shortly before the recorded interview, Liberty Mutual's representative again contacted respondent's office to see if an interpreter would be needed. Respondent was not sure, but would contact Saengchanh and would let Liberty Mutual's representative know.

135. On March 23, 2009, while on her way to the meeting, respondent's office called the Liberty Mutual representative and stated an interpreter would be necessary. An interpreter was not available and the recorded interview was rescheduled for March 27, 2009.

136. The day before the recorded interview, respondent called Liberty Mutual and stated that, due to Saengchanh's work schedule, he would not be appearing on March 27, 2009.

137. On April 16, 2009, Lowden scheduled an examination under oath for June 22, 2009. Neither respondent nor Saengchanh appeared for the examination under oath.

138. During a telephone conference with Arbitrator Robert Lazear, Saengchanh was ordered to appear for a deposition on July 15, 2009, at 1:30 p.m. in respondent's office.

139. On July 15, 2009, respondent, Lowden, a court reporter and an investigator for Liberty Mutual appeared at respondent's office for the deposition. Respondent informed Lowden that they had reached Saengchanh at his place of employment and that Saengchanh would not be appearing given the short notice. An interpreter who had not yet arrived was informed that the deposition had been cancelled.

140. On July 24, 2009, Lowden filed a motion to dismiss.

141. On August 4, 2009, during a telephone conference with Lazear, Lowden was told to subpoena Saengchanh to appear at a deposition. Lazear would not dismiss the matter at that time, but would consider dismissing the case if Saengchanh failed to appear under subpoena.

142. Initially, the parties agreed to a date of August 10, 2009. However, Lowden was later informed that that date did not work for Saengchanh. On August 10, respondent and Lowden agreed on August 28, 2009, at 10:30 a.m. at respondent's office. Lowden sent out the notice of deposition and a subpoena was served on Saengchanh.

143. On August 28, 2009, Lowden, the court reporter, the interpreter and Saengchanh appeared at respondent's office for the deposition. However, respondent did not appear. Respondent did not call and inform Lowden that he was running late

or why he was not at his office. At approximately 10:54 a.m., Lowden closed the record and left.

144. Respondent called Lowden at approximately 11:16 a.m. and told her he was ready to start the deposition. Lowden told respondent that she had closed the record after he failed to appear and stated that she would renew her request for a dismissal.

145. On September 21, 2009, Lazear found that Saengchanh had appeared as scheduled and was therefore not the cause of the failed deposition. Lazear found that it was unreasonable for respondent to be late when all others were present; he also found that it was unreasonable for Lowden to close the record when Saengchanh was present for the deposition. Lazear denied Lowden's motion to dismiss and ordered that a deposition be scheduled in his office.

146. Lazear wrote: "Once the time and date of the deposition is set and the senior case manager has notified the arbitrator, no continuances or cancellations of the deposition will be tolerated Failure to do so will result in a finding of non-cooperation, and the appropriate order dismissing the claims and/or defenses of the offending party."

147. Saengchanh's deposition was scheduled for December 7, 2009, at 11:00 a.m. Lowden received a call from respondent's office stating that they had been unable to reach Saengchanh, but had just talked with him that morning at work. Respondent's office told Lowden that Saengchanh stated he would call back later. Respondent's office concluded that Saengchanh would not be appearing at the deposition.

148. Lowden requested the matter be dismissed. Lazear dismissed Saengchanh's claims on December 16, 2009.

149. After respondent failed to appear at the August 28, 2009, deposition, he wrote a letter to Lowden. At the top of the letter, by the date, August 28, 2009,

respondent put “@ 11:00 a.m.” Respondent faxed the letter to Lowden and Lazear. It is undisputed that respondent also called Lowden at approximately 11:16 a.m. on August 28 and told her he was at the office and ready to go.

150. In her complaint, Lowden stated that putting the time by the date was an outward attempt to create the appearance that the telephone conversation had taken place sometime before 11:00 a.m. and thereby misleading Lazear to believe respondent was not substantially late for the deposition.

151. Respondent’s answer to Lowden’s allegation stated, “With regard to my ‘11:00 letter,’ this was simply the time the letter was dictated and was certainly not an outward attempt to misrepresent and mislead readers of the letter as to the conversation as well as the time of the conversation.”

152. Respondent’s statement is false. His letter stated, “As I indicated to you on the phone, we are *‘here and ready to go forward.’*” (Italics in original.) If the telephone conversation took place at about 11:16 a.m., respondent could not have dictated a letter at 11:00 a.m. referencing the conversation at 11:16 a.m.

Judge Ann Alton Matter

153. Respondent represented Heather Ryan concerning a dog bite that Ryan’s son, Andrew, suffered on November 29, 2009.

154. Respondent’s lawsuit listed three defendants: Dallas Johnson, Amy Johnson and Phillip Dworsky. The Johnsons owned the dog and Andrew was under Dworsky’s supervision when he was bitten.

155. Dworsky, in response to respondent’s lawsuit, answered and filed a cross-claim against the Johnsons. It was the service of Dworsky’s cross-claim which notified the Johnsons of the lawsuit because they had not been served with respondent’s summons and complaint.

156. On or about January 20, 2011, the Johnsons served respondent with discovery requests.

157. A settlement conference was held on February 16, 2011. Respondent was present at the settlement conference. During the settlement conference, the issue of service on the Johnsons was raised, as well as an issue regarding who was the legal guardian of Andrew. Additionally, the Johnsons raised an issue concerning respondent's failure to respond to discovery.

158. At the February 16, 2011, conference, the court directed respondent to promptly file the summons and complaint with the court, properly serve the Johnsons, produce the missing discovery responses, and to determine the identity of Andrew's legal guardian.

159. On February 18, 2011, the court issued an order setting another settlement conference for May 12, 2011.

160. In March 2011, the Johnsons brought a motion to compel because their discovery requests had not been responded to by respondent. Respondent did not file a response to the motion to compel. On April 8, 2011, the court took written submissions under advisement.

161. As respondent had failed to provide the court with documentary proof identifying Andrew's legal guardian on April 28, 2011, the court issued an order to show cause. The court ordered respondent to produce proof of Andrew's legal guardian by May 6, 2011. Additionally, the court ordered respondent to tell the court why a *guardian ad litem* should not be appointed for Andrew.

162. On April 28, 2011, the court also granted the Johnsons' motion to compel due to respondent's failure to respond to discovery. The court ordered respondent to provide the requested discovery by May 31, 2011. In addition to ordering the discovery production, the court awarded the Johnsons \$1,500 in attorney's fees.

163. At the time the court issued its April 28, 2011, order, respondent still had not filed the summons and complaint with the court and had not properly served the

summons and complaint on the Johnsons. Respondent had been directed by the court on February 16, 2011, to accomplish these tasks.

164. On May 6, 2011, respondent, through his secretary, requested an extension to respond to the order to show cause. The court granted the extension and required respondent to provide proof regarding the guardianship issue by May 13, 2011. Respondent did not provide the required documentation.

165. On June 9, 2011, the Johnsons' attorney wrote to the court indicating that respondent had failed to provide the discovery responses. The court had ordered respondent to provide the discovery responses by May 31, 2011.

166. Respondent finally filed the summons and complaint with the court on June 10, 2011.

167. As a result of respondent's inaction, the court set a settlement conference for June 27, 2011. Respondent attended the settlement conference but could not explain his failure to comply with the court's February 16, 2011, instructions.

168. On June 27, 2011, the court, from the bench, dismissed the action without prejudice due to respondent's failure to prosecute the matter.

De Jong Matter

169. On or about February 2, 2010, Anne-Marie de Jong retained respondent to represent her in a lawsuit against Metropolitan State University. Pursuant to the fee agreement, respondent was to charge De Jong an hourly rate of \$250.00.

170. De Jong provided respondent a \$10,000 retainer fee.

171. Although De Jong initially met with respondent, respondent assigned De Jong's matter to Michael Padden.

172. In late December 2010 or January 2011, Padden learned of a problem with the service of the lawsuit. Padden, who was leaving respondent's law firm, informed respondent of the service problem.

173. In January 2011, respondent assigned the matter to his new associate, Erin Wolff.

174. Wolff worked for respondent from approximately January to May 2011. Respondent did not ensure that Wolff addressed the service issue nor did respondent provide any other guidance to Wolff concerning De Jong's file.

175. In approximately May 2011, Wolff left respondent's law firm. De Jong chose to continue Wolff's representation.

176. Despite repeated requests for an accounting, respondent never provided De Jong with a billing statement or an accounting.

Lynn Smith Matter

177. In late August or early September 2008, Lynn Smith retained respondent to represent Smith concerning an automobile accident.

178. Smith was insured by Progressive Preferred Insurance ("Progressive"). As part of the representation, respondent assisted Smith with making claims under the no-fault provisions of Smith's insurance policy. Smith would provide respondent with documentation of various medical, wage, and travel costs. Respondent would then submit them to Progressive for payment. If the cost was payable, Progressive would issue a payment which respondent generally forwarded to Smith.

179. On March 23, 2009, the no-fault carrier, Progressive, issued draft number 460694360 in the amount of \$1,869.90. The check indicates it is for payment for treatment received by Smith at St. James Medical Center between January 7 and January 29, 2009. The check was made payable to Lynn Smith and Rambow Law Firm and sent to the RLF address.

180. Also on March 23, 2009, Progressive issued draft number 460694338 in the amount of \$1,742.26. The check indicates it is for payment of treatment received by Smith at St. James Medical Center between February 3 and February 26, 2009. The

check is made payable to Lynn Smith and Rambow Law Firm and sent to the RLF address.

181. On April 10, 2009, Progressive issued draft number 460934105 in the amount of \$505.08. The check indicates it is for payment for treatment received by Smith at St. James Medical Center between March 23 and March 26, 2009. The check was made payable to Lynn Smith and Rambow Law Firm, and sent to the RLF address.

182. Smith, unaware of the above drafts, contacted respondent's firm regarding a bill he received from St. James Medical Center in December 2009. Smith was directed to forward the bill to respondent's office and was assured the bill would be paid. Smith forwarded the bill as directed. The bill was not paid.

183. On or around April 4, 2011, Smith retained attorney Randall Knutson to represent him with regard to Smith's personal injury matter. On April 4, 2011, Knutson wrote respondent and advised respondent of Knutson's retention. Knutson included a notice of substitution of counsel and also requested respondent forward Smith's file.

184. Prior to Knutson's retention, a scheduling order had been issued and several deadlines were approaching. Knutson was trying to comply with the deadlines or seek appropriate extensions but did not have the benefit of the file. Knutson was also fielding telephone calls from opposing counsel, medical providers, and the client without the benefit of the file.

185. On May 9, 2011, having not received Smith's file from respondent, Knutson again wrote respondent asking that Smith's file be forwarded.

186. Finally, on May 16, 2011, Knutson received Smith's file from respondent.

187. Upon reviewing the file, Knutson and his staff found the file to be extremely disorganized. Due to the disorganized state, it took Knutson's staff an inordinate amount of time to organize the file in order that they could competently move forward with Smith's representation.

188. Documents related to other people were also found in Smith's file as produced by respondent. Knutson returned the documents that did not belong to Smith to respondent.

189. Upon Smith's inquiry, Knutson also researched the payment of the St. James Medical Center bills. Knutson learned that the St. James bills had been submitted to and paid by the no-fault insurance carrier. Knutson requested and received copies of the front and back of draft number 460694360, draft number 460694338, and draft number 460934105.

190. Knutson provided the copies of draft number 460694360, draft number 460694338, and draft number 460934105 to Smith for his review. The drafts were endorsed by what was purported to be Smith's signature.

191. Upon review, Smith indicated that he had not seen draft number 460694360, draft number 460694338, and draft number 460934105. Furthermore, Smith denied having endorsed draft number 460694360, draft number 460694338 or draft number 460934105 or having given anyone on respondent's staff the authority to endorse the drafts on his behalf. Respondent or someone at his direction caused the drafts to be endorsed and deposited into respondent's trust account.

192. Because draft number 460694360, draft number 460694338, and draft number 460934105 were not used to pay the St. James medical bill, Smith was ultimately responsible for paying such bill.

David Calof/Steven Rademacher Matter

193. Beginning in 2007, respondent represented Rademacher in a personal injury matter. Respondent settled various portions of the personal injury matter on Rademacher's behalf.

194. Based on communications with respondent's office, Rademacher believed several medical bills were to be paid out from the proceeds of Rademacher's personal

injury matter. However, Rademacher received bills from medical providers which Rademacher believed were paid from his settlement proceeds.

195. In late June 2011, David Calof, a certified public accountant, contacted respondent on behalf of Rademacher. Rademacher established Calof as Rademacher's attorney-in-fact to deal with several issues, including looking into the financial aspects of Rademacher's personal injury matter.

196. Calof was seeking information regarding Rademacher's personal injury matter and confirmation of the financial aspects of the matter.

197. Although respondent was asked to provide the information during the late June 2011 telephone call, respondent failed to provide the requested information.

198. In July 2011, Calof again contacted respondent's office to request information concerning Rademacher's personal injury matter. During this telephone call, Calof specifically asked for a copy of the engagement letter, ledger of the trust account, copies of doctor's opinions, and settlement statements for each settlement.

199. Although a promise was made that the requested information would be provided the following Monday or respondent would call, neither the information was provided nor did respondent call.

200. In August 2011, having not received the requested information, Calof again contacted respondent. Calof again advised respondent of the need for the requested information and advised respondent the information was needed expeditiously. Respondent again indicated he would timely provide the information.

201. Respondent arranged to meet with Rademacher's representative to provide the requested information. Although respondent delivered a black three-ring binder to the representative, it did not contain the information requested by Calof.

202. On September 2, 2011, Calof again contacted respondent regarding the missing information. Respondent again indicated that he would provide the missing information.

203. Again, Calof did not receive the requested information. Calof contacted respondent's office again on September 8, 2011, regarding the requested information which was missing. Again, Calof was promised the requested information or a telephone call from respondent. Calof neither received the information nor a telephone call from respondent.

204. Having not heard from respondent and not having received the requested information, on September 21, 2011, Calof again wrote to respondent regarding the missing information and also advised respondent that respondent's delay had caused Rademacher's social security application to be closed. Calof initiated his complaint against respondent by copying the Director's Office on his September 21, 2011, letter.

205. Despite Calof's September 21, 2011, letter and the Director's Office's September 29, 2011, notice of investigation, respondent still did not furnish the requested information to Calof. Calof again telephoned respondent on October 31, 2011, requesting the missing information. During the telephone call, respondent again promised to forward the missing information. Calof followed up the telephone call with a letter. Respondent did not provide the information.

206. Calof again wrote respondent on March 6, 2012, and requested the missing information. As of July 18, 2012, Calof had not received the requested information.

207. On June 12, 2012, the Director's Office wrote to respondent. The letter contained specific requests relative to the representation of Rademacher. Among the specific requests, the Director's Office requested respondent provide copies of any and all settlement statements concerning Rademacher, as well as the copies of the front and back of all checks written to Rademacher along with corresponding bank statements.

208. Having not heard from respondent by July 26, 2012, the Director's Office renewed the requests contained in the June 12, 2012, letter and made additional requests. The additional requests asked respondent to provide copies of all invoices

respondent received on behalf of Rademacher, to state whether the invoices have been paid, and, if paid, to provide copies of the front and back of each check as proof of payment. Respondent was also asked to provide bank statements which corresponded to the processing of the payments and to provide the dates of distribution. Respondent did not respond to the request of the Director's Office.

209. The audit performed by the Director's Office reveals respondent deposited \$10,000 on Rademacher's behalf on January 15, 2008, and that between January 17, 2008, and June 30, 2009, respondent made various deposits and disbursements on behalf of Rademacher. After a disbursement on June 30, 2009, the audit shows that no additional transactions were made on behalf of Rademacher and there was a credit balance of \$972.67.

210. Respondent failed to provide all of the information requested in the Director's Office's July 26, 2012, letter. Specifically, respondent failed to provide the requested invoices with indication of whether they were paid by respondent.

Mary Purcell Matter

211. In November 2008, Mary Purcell retained respondent to represent her regarding an accident. Purcell was riding a bicycle when she was struck by an automobile.

212. As part of her case, respondent suggested Purcell be seen by Dr. Jack Bert.

213. In accordance with respondent's suggestion, Purcell arranged for a consultation with Dr. Bert.

214. Purcell, a licensed registered nurse, was dismayed by the consultation at Dr. Bert's office. As a result, on March 11, 2009, Purcell filed a complaint against Dr. Bert with the Medical Review Board. Purcell notified respondent of her complaint to the Medical Review Board.

215. On July 15, 2009, respondent faxed his affidavit to Dr. Bert for use before the Medical Review Board and indicated that Dr. Bert could make changes to the affidavit.

216. Respondent's affidavit was disparaging of Purcell and supportive of Dr. Bert.

217. At the time he submitted his affidavit in support of Dr. Bert, respondent was representing Purcell but did not advise Purcell he was submitting an affidavit in opposition to her position.

218. Purcell found out about the affidavit only after she terminated respondent and was able to retrieve her file.

219. Throughout the representation, Purcell had difficulty communicating with respondent concerning her case. On different occasions, Purcell found respondent's telephone was disconnected or otherwise non-working and that she was not able to send email messages because respondent's email account was not accepting email messages.

220. Due to a lack of communication and a lack of progress, Purcell decided to terminate respondent's representation on or about September 13, 2011.

221. At the time of termination, the parties had completed an unsuccessful attempt at mediation. At the end of mediation, Purcell was aware a settlement offer of \$12,000 had been made but not accepted. Purcell's matter was in active litigation at the time of respondent's termination.

222. Respondent indicates there was a \$20,000 settlement offer. If such an offer existed, Purcell was not made aware of a \$20,000 offer.

223. After not receiving her file, on October 3, 2011, Purcell sent an email request regarding her file. As her case was in litigation, Purcell was anxious to retrieve her file so that she could seek new legal counsel.

224. When she still had not received her file, on October 17, 2011, Purcell again contacted respondent.

225. Purcell finally received her file from respondent's office on or about October 25, 2011.

226. After respondent was terminated, respondent requested Purcell's medical records from Aspen Medical Clinic.

227. Purcell became aware of the request only after she was able to retrieve and review her file on October 25, 2011.

Improper Expense Billing

228. On October 6, 2008, Jake Uloth, an employee of RLF, went to Office Depot to make copies for four clients. The total bill for the copies was \$66.97, which Uloth paid with his own funds. Uloth submitted his expenses to the office and on October 15, 2008, the office reimbursed him. Respondent then billed each of the four clients the full amount of the \$66.97 expense.

229. After completion of a no-fault arbitration hearing for Rebecca Barber, Naros reviewed Barber's statement of settlement sheet maintained by RLF. The statement of settlement indicated an expense attributed to Barber in the amount of \$540 for Medical Advanced Pain Specialists (MAPS). Naros contacted MAPS and reviewed the MAPS invoice. The invoice showed \$533 for "other invoice balances," representing the amount for the unpaid balance of all RLF clients, not just Barber's.

230. Respondent's unauthorized signing of clients' and others names to documents violated Rules 4.1 and 8.4(c), MRPC.

231. Respondent's conduct of failing to promptly surrender client files upon termination and failing to promptly provide accountings of client funds violated Rules 1.15(c)(3) and 1.16(d), MRPC.

232. Respondent's continuing to transact business on the behalf of clients after his termination violated Rule 1.16(d), MRPC.

233. Respondent's failure to promptly retrieve client materials which were inadvertently given to a third party violated Rule 1.6(a), MRPC.

234. Respondent's failure to diligently respond to discovery requests on behalf of clients and failing to communicate important information to clients concerning their legal matters violated Rules 1.3 and 1.4(a) and (b), MRPC.

235. Respondent's failure to make reasonable efforts to expedite litigation and prolonging litigation violated Rules 3.2 and 8.4(d), MRPC.

236. Respondent's misrepresentation concerning the deposition timing in the Lowden matter violated Rules 3.3(a)(1) and 8.1(a), MRPC.

237. Respondent's failure to adequately supervise his subordinate lawyers violated Rule 5.1(a) and (b), MRPC.

238. Misrepresentation concerning the payment of medical bills by respondent and his staff violated Rules 5.3(a), (b) and (c), and 8.4(d), MRPC.

239. Respondent's failure to return complete client files violated Rule 1.16(d), MRPC.

240. Respondent's assisting a third party to defeat a client's claim and failure to inform the client of the action violated Rules 1.4(a), 1.6(a), and 1.7(a)(2), MRPC.

241. Respondent's overcharging costs to clients violated Rule 1.5(a), MRPC.

FOURTH COUNT

Failure to Cooperate

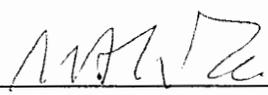
242. On March 31, 2014, the Director served charges of unprofessional conduct on respondent. Pursuant to Rule 9(a)(1), RLPR, respondent's answer to the charges was due to the Director and Panel Chair by April 17, 2014. Respondent did not provide an answer or otherwise communicate with the Director regarding the charges.

Respondent's conduct violated Rule 8.1(b), MRPC, and Rule 25, RLPR.

WHEREFORE, the Director respectfully prays for an order of this Court suspending respondent or imposing otherwise appropriate discipline, awarding costs

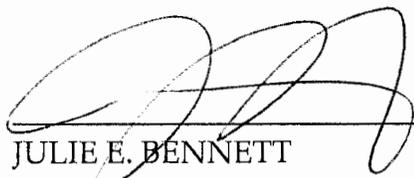
and disbursements pursuant to the Rules on Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Dated: April 21, 2014, 2014.



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PROFESSIONAL RESPONSIBILITY
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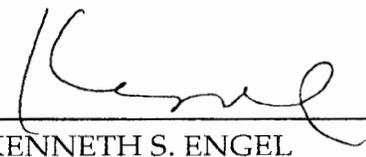
and



JULIE E. BENNETT
SENIOR ASSISTANT DIRECTOR
Attorney No. 289474

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

Dated: April 23, 2014.



KENNETH S. ENGEL
PANEL CHAIR, LAWYERS PROFESSIONAL
RESPONSIBILITY BOARD