OFFICE OF
APPELLATE COURTS
MAR 20 2015
FILED

FILE NO. A14-0804

STATE OF MINNESOTA

IN SUPREME COURT

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

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION FOR DISCIPLINE

The above-captioned matter was heard on February 5-9, 2015, by the undersigned acting as Referee by appointment of the Minnesota Supreme Court. Julie E. Bennett appeared on behalf of the Director of the Office of Lawyers Professional Responsibility (Director). Respondent, Paul Roland Rambow, appeared *pro se*.

The hearing was conducted on the Director's April 23, 2014, petition for disciplinary action. The allegations in the Director's June 6, 2014, supplementary petition were deemed admitted by order of the Supreme Court on October 8, 2014, and October 21, 2014. Due to respondent's failure to respond to the Director's second set of requests for admission concerning the second supplementary petition, on January 23, 2015, the undersigned deemed the statements in the Director's second set of requests for admission admitted. The statements in the Director's second set of requests for admission correspond directly with the allegations contained in the second supplementary petition as admitted.

The Director offered 204 exhibits into evidence, which were received. Respondent offered one exhibit, which was received.

The Director presented the live testimony of seventeen witnesses as follows: Jeanne Provo-Petersen, Mary Purcell, Kristen Naros, Jake Uloth, Gordon Hansmeier, Tanya Morrison, Patricia La Rue, Shari Lowden, Anne Marie de Jong, Michael Padden, Lynn Smith, Randall Knutson, Andrew Lynn, Eric Cooperstein, David Calof, Steven Rademacher, and Larry Wickstrom.

The Director also presented the deposition testimony in lieu of trial appearance of Bryan Chant, David Rochlin, and the Honorable Ann L. Alton.

Respondent testified briefly at the hearing but presented no other testimony nor did he call any witnesses.

At the conclusion of the hearing, the parties were directed to submit any desired proposed findings of fact, conclusions of law and recommendation and brief on or before February 27, 2015. The Referee's findings of fact, conclusions of law and recommendation were due to the Supreme Court no later than March 27, 2015 pursuant to the order appointing the Referee.

In his answer to the petition for disciplinary action ("R. ans."), respondent admitted certain factual allegations, denied others, and denied any rule violations.

The findings and conclusions made below are based upon respondent's admissions, the documentary evidence the parties submitted, the testimony presented, the demeanor and credibility of respondent and the other witnesses as determined by the undersigned, and the reasonable inferences to be drawn from the documents and testimony. If respondent admits a particular factual finding made below, then even if the Director may have provided additional evidence to establish the finding, no other citation will necessarily be made. For each factual finding made below, the undersigned evaluated the relevant exhibits and testimony, accepted as credible the testimony consistent with the finding and did not accept the testimony inconsistent with the finding.

Based upon the evidence as outlined above, and upon all of the files, records and proceedings herein, the Referee makes the following:

FINDINGS OF FACT

1. This matter was scheduled to be tried February 3, 2015, through February 9, 2015. The date for trial was determined at a pre-trial conference on November 5, 2014, and memorialized in the November 19, 2014, scheduling order. The start time was 9:00 a.m.

2. Shortly before 8:00 a.m. on Tuesday, February 3, 2015, the undersigned received a telephone message from respondent indicating that he was ill and unable to attend the trial. An email message relaying the same information was received by the undersigned shortly after 8:00 a.m.

3. On Tuesday, February 3, 2015, in court and on the record, the undersigned contacted respondent by telephone and ordered respondent to provide a note from a licensed physician which verified respondent's illness, that respondent was too ill to proceed and also the expected length of respondent's illness. Respondent was also directed to sign authorizations for release of information to allow the undersigned and Ms. Bennett to speak directly to the physician. Respondent was ordered to provide the requested documentation by 3 p.m. on Tuesday, February 3, 2015. Respondent was advised if he failed to produce the documentation by 3 p.m., the trial would begin Wednesday February 4, 2015, at 9:00 a.m.

4. Shortly before 3 p.m. on Tuesday, February 3, 2015, the undersigned received the documentation by email. The note from respondent's physician indicated respondent was incapacitated February 3 and 4. Although respondent provided authorizations for the release of information, the undersigned was not able to use the release as respondent did not put my correct name on the authorization.

5. Following the receipt of the documentation, the undersigned directed a conference call be initiated by the Director's Office at 4:00 p.m.

6. At 4:06 p.m., the Director's Office telephoned to advise they had not been able to contact respondent. At approximately 4:14 p.m., the undersigned received a telephone call from respondent indicating he was ready for the conference call. The conference call began at approximately 4:17 p.m.

7. During the conference call with the parties, the undersigned directed the trial in this matter would begin at 9:00 a.m. on Thursday, February 5, 2015.

8. At 9:00 a.m., Thursday, February 5, 2015, the Director's Office was present and ready to proceed. The undersigned waited ten minutes for respondent to appear and then began the proceedings by putting the activities of February 3, 2015, on the record. Respondent finally appeared at 9:19 a.m.

9. Prior to this matter breaking for lunch on February 5, 2015, the undersigned advised the parties the afternoon session would begin at 1:00 p.m.

10. At 1:00 p.m., the Director's Office was present and prepared to present their next witness. Respondent was not present.

11. At 1:12 p.m., Hennepin County District Court personnel approached the bench and advised the undersigned that they had just received a telephone call from respondent and respondent indicated he would be in court in 15 minutes. He apparently told them he was getting a further prescription.

12. When respondent failed to arrive by 1:35 p.m., the trial proceeded without respondent present. Respondent finally appeared at 1:48 p.m. and provided no apology or any explanation. The undersigned admonished respondent and advised him the matter would timely proceed whether he was present or not.

13. On Friday, February 6, 2015, the matter was scheduled to resume at 9:00 a.m. Respondent appeared for trial at 9:00 a.m.

14. Respondent was admitted to practice law in Minnesota on October 18, 1985 (Respondent testimony "R. test.").

15. Respondent is the sole owner of Rambow Law Firm and has been since sometime prior to 2004. (R. test.)

16. Since at least 2004 to present, respondent was the sole signatory on the Rambow Law Firm trust account. (R. test.)

FIRST COUNT

Andrew Lynn and Trust Account Matters

Andrew Lynn Matter

17. 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. (R. test.; testimony of Andrew Lynn "Lynn test."; Exhibits 1-9.)

18. 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. (R. test.; Lynn test.; Exs. 1-9.)

19. In June 2003, respondent settled Aslakson's claims against the defendant driver in the amount of $30,000 (Ex. 3).

20. On June 27, 2003, respondent made his client aware of the subrogation interest and advised his client respondent was verifying the amount (R. test.; Ex. 2).

21. Between December 31, 2003, and March 18, 2004, respondent and Lynn corresponded regarding the subrogation interest. 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. (Lynn test.; Exs. 3-5.)

22. On March 18, 2004, Lynn wrote to respondent to confirm their agreement and indicated that he would look for a release and the payment. Lynn did not receive a release or the payment from respondent. (Lynn test.; Exs. 3-5.)

23. Lynn testified he believed respondent had forwarded the payment and release to his client. Lynn only became aware the payment had not been sent to his client in early 2006 when Lynn was contacted by the client about the payment. (Lynn test.; Ex. 6.)

24. Lynn credibly testified that 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. (Lynn test.; Ex. 6.)

25. 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. (Lynn test.; Ex. 6.)

26. 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. (Lynn test.; Ex. 7.)

27. 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. (Lynn test.; Ex. 8.)

28. 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 (Lynn test.; Ex. 9).

29. Respondent issued check number 3610 in payment of the subrogation claim only after respondent received Lynn's complaint from the Director's Office (Exs. 8-10).

30. On November 29, 2006, respondent wrote to the DEC investigator, Eric T. Cooperstein, and provided a copy of trust account check number 3610. Respondent also 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. (Ex. 10.)

31. Lynn credibly testified he did not receive the July 28, 2004, letter or the check that was supposedly enclosed. Lynn also reviewed the client's records and saw no indication of the letter or the check being received. (Lynn test.)

32. Respondent's statements in his November 29, 2006, letter to the DEC investigator that he sent the subrogation interest in 2004 were false.

33. 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. (Ex. 12.)

34. Cooperstein testified he requested the information in his December 8, 2006, letter because of the delay in the payment and that there did not appear to be an adequate explanation regarding the delay. Cooperstein testified that he had questions as to why respondent did not know the check had not cleared the trust account. Cooperstein stated that, had respondent been properly reconciling his trust account, respondent should have noticed the check had not cleared. (Cooperstein test.)

35. 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. (Ex. 13.)

36. Respondent also stated he did not notice that check number 3247 to State Fund Mutual had not been cashed (Ex. 13).

37. Respondent's statement that check number 3247 was issued to State Fund Mutual on July 28, 2004, was false (Cooperstein test.; Exs. 13- 15).

38. Cooperstein credibly testified that the check 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, Cooperstein discovered the bank documents 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. (Cooperstein test.; Exs. 13-15.)

39. 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." (Ex. 13.)

40. On March 5, 2007, Cooperstein 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." (Cooperstein test., Ex. 16.)

41. Respondent's statements in his January 17, 2007, letter that respondent had engaged CPA Timothy Schmidt to conduct a full audit of his trust account and his comment in his March 7, 2007, letter that he had hired an independent service to audit were false (Cooperstein test.; Exs. 17, 22).

42. Cooperstein testified he met with respondent at respondent's office on March 20, 2007. Cooperstein indicated his purpose was to assess respondent's trust account books and records. While there, Cooperstein stated he attempted to review and outline the problems with respondent's trust account books and records. During his meeting with Cooperstein, respondent reiterated that CPA Timothy Schmidt was going to audit his trust account. (Cooperstein test.)

43. Cooperstein testified he called CPA Timothy 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 Cooperstein 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. (Cooperstein test.)

44. Additionally, Cooperstein testified that neither the bank nor an accountant could assure respondent that money held for a particular person remained in a trust account without reviewing all of the trust account books and records.

Cooperstein pointed out that a bank could tell respondent that the balance in his trust account was sufficient to pay a particular amount but the bank would not know how much the balance should be. (Cooperstein test.)

45. Respondent admitted during his testimony that a bank could not advise him as to whether a particular client's funds were in his trust account (R. test.).

46. Furthermore, Cooperstein and Patricia La Rue, a paralegal with the Director's Office, testified an audit was never received during the investigation into respondent's conduct (Cooperstein test.; Patricia La Rue testimony "La Rue test.").

47. Respondent's statement that he had "been assured by the bank and Mr. Schmidt that the funds did not leave the account at any time" was false. Respondent's statements regarding hiring CPA Timothy Schmidt and hiring an independent service to audit his books were false. (Ex. 13; R. test.; Cooperstein test.)

48. After meeting with respondent and speaking to Schmidt, Cooperstein wrote to respondent and asked respondent to prepare a plan to address bringing his books and records into compliance. Cooperstein outlined the problems with respondent's trust account including respondent's admitted failure to maintain client subsidiary ledgers and the failure to do reconciliations. (Ex. 17.)

49. 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." (Ex. 18.)

50. Cooperstein testified that he never received a complete set of the required books and records during his investigation (Cooperstein test.).

51. On May 9, 2007, the DEC met and recommended that this matter be further investigated by the Director's Office (Exs. 19, 21).

52. In response to the DEC's recommendation, respondent wrote the Director's Office on May 31, 2007, 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. (Exs. 18, 20.)

Failure to Maintain Trust Account Books and Records

53. 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 (Ex. 204).

54. At all times relevant to these charges, RLF maintained client trust account number xxx0320 at Western Bank (Ex. 204).

55. During the course of the investigation of the Lynn matter, the DEC investigator requested that respondent provide various trust account books and records (Ex. 12).

56. 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. (Exs. 13-15.)

57. 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 (Ex. 22).

58. As indicated in paragraph 43 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. (Cooperstein test.; Ex. 17.)

59. 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. (Ex. 17.)

60. On August 24, 2007, the Director requested respondent to provide his trust account books and records from January 1, 2006, through July 31, 2007. The Director enclosed a copy of Appendix 1 to the Minnesota Rules of Professional Conduct (MRPC) with its August 24, 2007, letter to further alert respondent of the required records. (Ex. 23, La Rue test.)

61. 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. (Ex. 24; La Rue test.)

62. On March 11, 2008, the Director again wrote respondent asking for records related to respondent's trust account. The Director 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 also requested bank statements, including deposit slips and cancelled checks, for the time period of September 2007 through February 2008. The Director again enclosed a copy of Appendix 1 to the MRPC with the March 11, 2008, letter. (Ex. 25; La Rue test.)

63. On April 2, 2008, respondent sent client subsidiary ledgers which were created in response to the inquiry of the Director, 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. (Exs. 26, 27; La Rue test.)

64. On June 6, 2008, the Director 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 (Ex. 27; La Rue test.).

65. On June 30, 2008, the Director received from respondent client subsidiary ledgers; 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 reconciliation or client subsidiary ledger trial balance sheets and indicated he did not maintain these documents. (Exs. 28, 29; La Rue test.)

66. On July 7, 2008, the Director requested the specific records that make up the trust account books and records as identified in Appendix 1 to the MRPC. The Director 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. (Ex. 29; La Rue test.)

67. Although respondent sent records to the Director's Office on August 4, 2008, and March 20, 2009, respondent never provided a complete set of the required trust account books and records (Exs. 39-40; La Rue test.; R. test.).

68. On February 27, April 28, May 14, June 12, June 26, July 17, August 11, October 12, and October 20, 2009, the Director 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 (Exs. 30-38; La Rue test.).

69. 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 a current check register. (Ex. 41; La Rue test.)

70. 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 (La Rue test.; R. test.).

71. A review of the check register provided by respondent 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. (La Rue test.; Exs. 13-14, 24, 28, 42.)

72. 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. (Ex. 24, pp. 3-24; La Rue test.)

b. Checks were not recorded as they were issued. Instead, checks were recorded by when they appeared on respondent's trust account bank statement. (La Rue test.; Exs. 13-14, 24, 28, 39, 40, 42.)

73. Using respondent's bank statements, cancelled checks, and other documentation provided by respondent, the Director audited respondent's trust account for the period January 1, 2006, through October 2009 (La Rue test.; Ex. 42).

74. 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. (La Rue test.) 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. (Ex. 24, p.11; Ex. 26, pp. 47, 6-92; La Rue test.)

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. (Ex. 28, p. 101; Ex. 24, pp. 88, 90; La Rue test.)

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. (Ex. 28, p. 103; Ex. 24, pp. 79, 82; La Rue test.)

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. (Ex. 26, p. 24; Ex. 28, p. 123; La Rue test.)

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. (Ex. 28, pp. 23, 123; Ex. 26, pp. 2-5; La Rue test.)

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. (Ex. 26, p. 3; Ex. 28, pp. 141, 162; La Rue test.)

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. (Ex. 40, p. 48; Ex. 41, pp. 144-146; La Rue test.)

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. (Ex. 28, pp. 123-126; Ex. 26, pp. 2-3; La Rue test.)

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. (Ex. 26, p. 4; Ex. 40, p. 9; La Rue test.)

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. (Ex. 26, pp. 32-33; Ex. 24, pp. 66-69; La Rue test.)

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 was posted to respondent's account on February 15, 2006, and was written to client Koch in the amount of $2,914.55. (Ex. 26, p. 33; Ex. 24, pp. 27-28; La Rue test.)

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. (Ex. 26, p. 33; Ex. 24, pp. 40-43; La Rue test.)

75. 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. (La Rue test.; Ex. 42.)

a. Between January 1, 2006, and April 6, 2006, respondent consistently held $66,988.12 which was not attributed to anyone (Ex. 42, col. H, ll. 6-40).

b. Between April 6, 2006, and May 3, 2006, respondent held $62,788.12 which was not attributed to anyone (Ex. 42, col. H, ll. 41-54).

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. (Ex. 42, col. H, ll. 55-691.)

76. 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. (Ex. 26, pp. 32; Ex. 28, pp. 3-100; Ex. 40, pp. 67-188; Ex. 41, pp. 171-295.)

77. Because he did not submit one with his submissions, the Director requested that 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. (Ex. 39 p. 23; Ex. 40, p. 3; Ex. 41, p. 297.)

78. 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 (La Rue test.).

79. 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

80. 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. (Ex. 42, col. H.)

81. Although the amounts varied, the shortage in respondent's trust account was continuous from August 5, 2008, through October 26, 2009 (Ex. 42, col. H, ll. 715-1190).

82. 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 (Ex. 42; La Rue test.). 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 $6,500 on behalf of Abdikarin. As

there was only $3,953.46 in trust for Abdikarin, the remaining $2,546.54 paid on Abdikarin's behalf did not belong to Abdikarin. (Ex. 42, cols. A-E, J, l. 117.)

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. (Ex. 42, cols. A-E, S, ll. 6-216.)

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. (Ex. 42, cols. A-E, AA, ll. 6-147.)

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. (Ex. 42, cols. A-E, AV, ll. 831-906.)

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. (Ex. 42, cols. A-E, CC, ll. 55-78.)

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. (Ex. 42, cols. A-E, CW, ll. 1149-1162.)

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. (Ex. 42, cols. A-E, ET, ll. 1160-1176.)

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. (Ex. 42, cols. A-E, AL, ll. 1164, 1104, 1122.)

Commingling

83. 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 (Ex. 42, La Rue test.). Examples include, but are 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. (Ex. 42, cols. A-E, AF, ll. 35, 251, 35-285, 286-98.)

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. (Ex. 42, cols. A-E, AZ, ll. 488, 489-504, 505-983.)

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. (Ex. 42, cols. A-E, DA, ll. 13, 14-32, 33-622.)

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. (Ex. 42, cols. A-E, EE, ll. 12, 13-127, 128-986.)

84. Respondent testified Mr. Cooperstein advised him of what books and records he needed for his trust account. Respondent further testified the Director advised him of what books and records he was required to maintain for his trust account and that the Director provided him with multiple copies of Appendix 1. (R. test.)

SECOND COUNT

Respondent's Dissolution Matter

85. 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. (Tanya Morrison testimony "Morrison test"; R. test; Ex. 43.)

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

87. 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. (Ex. 43, p. 17, ¶ 18; Morrison test.; R. test.)

88. 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 (Ex. 43, p. 13, ¶ 10; Morrison test.; R. test.).

89. Respondent failed to make the $615,000 property settlement payment and did not pay the spousal maintenance as required (Ex. 44; Morrison test.; R. test).

90. 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. (Ex. 44.)

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

92. 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, properties. The court further ordered that both parties cooperate to quickly sell the property. (Ex. 45.)

93. By March 19, 2007, Morrison had a signed purchase agreement for the Archway Condominium Villas 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 (Ex. 46; Morrison test.).

94. Respondent's testimony about not being able to sell the Florida properties due to a downturn in the market is not credible. Morrison had a signed purchase agreement for the Archway Condominium property in the amount of $1,155,000.00 with a closing date of April 16, 2007. (R. test.; Ex. 46.)

95. Morrison was able to extend the time of the purchase agreement and had her attorney forward the real estate documents to respondent's attorney. Respondent was requested to cooperate with the sale and was informed that the documents needed to be signed by May 27, 2007. (Ex. 47; Morrison test.)

96. When respondent did not cooperate with the selling of the Archway Condominium Villas property in Naples, Florida, on May 25, 2007, the court held an emergency telephone hearing. After the hearing, the court amended the judgment and

decree to award Archway Condominium Villas property in Naples, Florida, to Morrison. The court directed Morrison to sell the property to pay, among other things, the $615,000 property settlement. (Exs. 48, 49.)

97. Morrison filed a motion to find respondent in contempt of the court's order regarding the property settlement and spousal maintenance and respondent's non-cooperation with the sale of the property (Ex. 50; Morrison test.).

98. 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, property to Morrison (Ex. 50).

99. 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. (Ex. 50.)

100. 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. (Ex. 51.)

101. At a hearing on June 16, 2008, the parties agreed on conditions that would protect respondent's interest in the Archway Condominium Villas property in Naples, Florida, as well as, permit Morrison to sell the property to satisfy the property settlement (Ex. 52; Morrison test.).

102. Morrison credibly testified to actions respondent took to hinder her efforts to sell the property. Morrison stated that respondent or someone at respondent's direction removed the for sale sign, the property manager refused to cooperate with

Morrison because of directions the manager received from respondent, and at least one tenant would not allow Morrison to show the unit. (Morrison test.; Ex. 53.)

103. During the time respondent failed to cooperate with selling the Archway Condominium Villas 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. Morrison was forced to bring another motion in attempt to receive the money owed to her. (Ex. 53; Morrison test.)

104. 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. (Ex. 54.)

105. In a separate order from the August 4, 2008, hearing, the court found respondent had not paid the property award, and failed to pay temporary maintenance. As a result, the court modified the judgment and decree and increased the temporary spousal maintenance award to $5,000 a month. (Ex. 55.)

106. On October 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. (Ex. 56.)

107. By order dated August 20, 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. (Ex. 57.)

108. Morrison again requested that respondent be held in contempt for failing to follow the court's order and a hearing was scheduled for January 7, 2010 (Morrison test.; Ex. 58).

109. 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. (Ex. 59.)

110. 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. (Ex. 60.)

111. 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 (Ex. 60).

112. 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. (Ex. 61.)

113. 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. (Exs. 62, 63.)

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

115. 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. (Ex. 64.)

116. 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 (Ex. 65).

Failure to Comply with Drug Testing

117. 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. (Ex. 46.)

118. 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. (Ex. 66.)

119. 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. (Ex. 67.)

120. 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. The court further directed respondent to follow all recommendations. (Ex. 68.)

121. 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. The evaluator further recommended hair follicle testing every 90 days. (Ex. 69.)

122. By order filed on August 20, 2009, the court ordered respondent to submit to a "LOD + extended Opiates hair follicle test." (Ex. 57.)

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

124. 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 immediately 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. (Ex. 70.)

125. 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. (Ex. 71.)

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

127. Morrison testified respondent has not complied with the required testing (Morrison test.).

128. Morrison testified there are approximately 394 entries on her case docket sheet; there have been at least 65 court orders in the divorce matter and around 65 court appearances. Morrison testified she has been charged approximately $120, 000 in attorney's fees in her attempts to get respondent to comply with court orders. (Morrison test.)

129. On February 27, 2015 the date that the Director and respondent were to submit proposed findings and any argument the respondent advised the undersigned, by a voicemail, that he was incarcerated as a result of the execution of a civil contempt sentence in his family law matter.

THIRD COUNT

Client Matters

130. 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. (Kristen Naros testimony "Naros test.")

131. Naros also testified she did not control when costs disbursements were made concerning a client file. Naros indicated she would submit a client approved distribution sheet which included costs to be paid, and respondent and his assistant

would handle the disbursement. Naros would not see documentation of costs being paid. (Naros test.)

132. 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. (Exs. 72, 79, 81.)

133. 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. (Naros test.; Ex. 72.)

Terry Kolb Matter

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

135. Kolb's settlement check arrived at the law firm and was deposited into respondent's trust account on May 11, 2009.

136. 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. (Naros test.; Exs. 73, 74.)

137. Neither Naros nor Kolb signed the settlement check nor did either authorize their signature to be placed on the check (Naros test.; Ex. 73).

138. 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 (Naros test.; Ex. 73).

139. 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. (Ex. 42, col. A-H, CI, l. 1025; Ex. 41, p. 232.)

140. When Naros left respondent's law firm, Kolb chose to terminate the services of RLF and have Naros continue representing him (Naros test.; Ex. 72).

141. 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 (Naros test.; Ex. 72).

142. 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. (Naros test.; Exs. 73, 75.)

143. On June 16, 2009, Naros again requested an accounting of the funds disbursed on Kolb's behalf. Respondent failed to provide the requested accounting. (Exs. 72, 73.)

Christine Nixon Matter

144. Christine Nixon was a client of RLF. Naros was assigned to represent Nixon (Naros test.).

145. On February 25, 2009, a settlement check in the amount of $12,500 was deposited into respondent's trust account on behalf of Nixon (Naros test.; Ex. 76).

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

Check Number	Payee	Amount

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

(Ex. 40, p. 148; Ex. 42, col. DF; Ex. 76.)

147. 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. (Ex. 40, p. 148; Ex. 42, cols. A-H, DF, l. 929; Ex. 76.)

148. Despite reimbursing himself for the Dunn costs in February 2009, respondent did not pay Dunn until July 10, 2009. At the time respondent disbursed the funds to Dunn on Nixon's behalf, respondent was no longer Nixon's attorney, had been instructed not to transact any activity on Nixon's behalf and respondent had been directed to forward all funds held on Nixon's behalf to Naros. (Exs. 72, 77, 79.)

149. Respondent did not provide Naros with documentation to support the payment to Dunn (Naros test.).

150. 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 (Ex. 40, p. 148; Ex. 42, col. DF; Ex. 76).

151. 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. Respondent did not provide Naros with the documentation to support this payment. (Ex. 78.)

152. After the March 2, 2009, disbursement, respondent held $1,305.42 in trust on Nixon's behalf (Ex. 76).

153. 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. (Naros test.; Exs. 72, 79, 80.)

154. Despite Nixon's direction, respondent did not transfer the funds held in trust for Nixon until July 15, 2009 (Ex. 80).

Coons Matter

155. 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. (Naros test.)

156. 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:

Date	Check Number	Payee	Amount
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

(Ex. 42, cols. A-H, AL.)

157. 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:

Date	Check Number	Payee	Amount
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

(Ex. 42, cols. A-H, AM.)

158. 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. (Ex. 42, cols. A-H, AL, l. 724; Ex. 42, cols. A-H, AM, l. 726.)

159. In late May 2009, Naros left respondent's law firm. Penelope and Rebecca Coons chose to follow Naros (Naros test.; Exs. 72, 81).

160. 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. (Ex. 81.)

161. 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:

Date	Check Number	Payee	Amount
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:

Date	Check Number	Payee	Amount
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

(Naros test.; Ex. 42, cols. A-H, AL, ll. 1102, 1184, 1156, 1122, 1164; Ex. 42, cols. A-H, AM, ll. 726, 1101, 1118, 1155, 1112, 1179, 1103; Exs. 41, 194-195.)

162. Respondent failed to provide an accounting to Naros concerning Penelope and Rebecca Coons (Naros test.).

163. 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. (Naros test.)

Katie Westmark Matter

164. 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. (Ex. 40, p. 289; Ex. 82.)

165. 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. (Naros test.; Ex. 42, cols. A-H, FD, ll. 912; Exs. 84, 85.)

Wickstrom Matter

166. Respondent represented Larry Wickstrom with regard to a personal injury matter (Larry Wickstrom testimony "Wickstrom test.").

167. After a failed mediation, Wickstrom terminated respondent's services on or about June 23, 2009. Wickstrom requested his complete file from respondent. (Wickstrom test.; Ex. 85.)

168. 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 (Wickstrom test.; Ex. 87).

169. Although Wickstrom notified respondent regarding the misfiled information, respondent took no steps to retrieve the information. Wickstrom indicated the materials seemed to be concerning other people's interrogatories and was hundreds of pages. (Wickstrom test.; Ex. 85.)

170. When respondent failed to make arrangements for retrieving the documents pertaining to other clients, Wickstrom filed a complaint and sent the documents to the Director (Wickstrom test.).

171. In reviewing the file provided to him by respondent, Wickstrom discovered that the Veterans Affairs Administration had a substantial subrogation claim. While Wickstrom was aware of the subrogation claim and that it might be sizeable, respondent had not advised Wickstrom of the amount the Veteran's Affairs Administration was claiming. (Wickstrom test.; Ex. 86.)

172. 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. (Wickstrom test.; Ex. 87.)

173. 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. (Wickstrom test.; Ex. 88.)

174. 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. Wickstrom was not aware of the payment until after the Director received it from respondent and asked Wickstrom about the payment. (Wickstrom test.; Exs. 87, 89, 204.)

Lowden Matter

175. 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. (Exs. 90, 91, 100; R. test.)

176. 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. (Exs. 90, 91, 100.)

177. 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. (Exs. 90, 91, 100.)

178. 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. (Exs. 90, 91, 100.)

179. 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 (Exs. 90, 91, 100).

180. The matter was turned over to Shari Lowden who was counsel for Liberty Mutual. Upon receiving the file, Lowden reviewed the complete file and verified with the representative what steps had been taken to secure the statement. (Lowden test.)

181. On April 16, 2009, Lowden scheduled an examination under oath for June 22, 2009. Neither respondent nor Saengchanh appeared for the examination under oath. (Exs. 90, 92, 100.)

182. 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 (Exs. 90, 93, 100).

183. 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. (Exs. 90, 94, 100.)

184. On July 24, 2009, Lowden filed a motion to dismiss. Lowden testified that the outline of events in her motion to dismiss paperwork was an accurate reflection of what happened in the Saengchanh matter through the date of her filing. (Lowden test.; Exs. 90, 100.)

185. 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. (Exs. 95, 100.)

186. 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. (Exs. 95, 100.)

187. On August 28, 2009, Lowden, the court reporter, the interpreter and Saengchanh appeared at respondent's office for the deposition prior to the 10:30 start time. 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. Lowden testified that no one in respondent's office accounted for respondent's absence. Just before 11:00 a.m., Lowden closed the record and left. Lowden was not able to depose respondent's client without respondent being present. (Lowden test.; Exs. 95, 100.)

188. Lowden testified it took her about 15 minutes to drive from Mr. Rambow's office in Bloomington to her office in St. Louis park and shortly after she arrived she received a telephone call from respondent (Lowden test; Exs. 95, 100).

189. Respondent called Lowden at 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. (Lowden test; Exs. 95, 100.)

190. 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." (Lowden test.; Ex. 99.)

191. Respondent faxed the letter to Lowden and Lazear. It is undisputed that respondent called Lowden at approximately 11:16 a.m. on August 28 and told her he was at the office and ready to go. (Ex. 99.)

192. Respondent put the time by the date 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.

193. Respondent, in his answer to Lowden's complaint, 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." (Ex. 101.)

194. Respondent's statement is false. The letter could not have been dictated prior to his telephone conversation with Lowden at 11:16 a.m. because it was during this telephone that Lowden informed respondent she was renewing her dismissal. The content of the letter could not have been dictated prior to the 11:16 a.m. telephone call between respondent and Lowden. (Lowden test.; Exs. 99, 101.)

195. 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. (Ex. 96.)

196. 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." (Ex. 96.)

197. 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. (Exs. 97, 98.)

198. Lowden requested the matter be dismissed. Lazear dismissed Saengchanh's claims on December 16, 2009. (Exs. 97, 98.)

Judge Ann Alton Matter

199. Respondent represented Heather Ryan concerning a dog bite that Ryan's son, Andrew, suffered on November 29, 2009 (testimony of Judge Ann L. Alton "Alton test."; testimony of Jeannie Provo-Petersen "Provo-Petersen test."; testimony of Gordon Hansmeier "Hansmeier test."; R. test.; Ex. 102).

200. 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. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.; Ex. 102.)

201. 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. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.; Ex. 102.)

202. On or about January 20, 2011, the Johnsons served respondent with discovery requests (Provo-Petersen test.; Ex. 103).

203. 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. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.; Exs. 102, 104.)

204. 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. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.; Ex. 102.)

205. On February 18, 2011, the court issued an order setting another settlement conference for May 12, 2011 (Ex. 105).

206. 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. (Provo-Petersen test.; Ex. 106.)

207. 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. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.; Exs. 102, 107.)

208. 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. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.; Exs. 102, 107.)

209. 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. (Ex. 107.)

210. 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. (Exs. 108, 109.)

211. 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. (Ex. 110; Provo-Petersen test.)

212. Respondent finally filed the summons and complaint with the court on June 10, 2011 (Ex. 111; Alton test.).

213. 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. (Ex. 102.)

214. On June 27, 2011, the court, from the bench, dismissed the action without prejudice due to respondent's failure to prosecute the matter (Exs. 102, 201).

215. Judge Alton indicated she dismissed the matter without prejudice only because it involved a minor (Alton test.; Ex. 201).

216. Judge Alton and Provo-Petersen indicated the matter was one of strict liability which they believed could be resolved fairly quickly because of respondent's inaction. They both stated it was the respondent's lack of information which prevented the matter from being resolved. (Alton test.; Provo-Petersen test.)

217. Judge Alton further testified the matter took between 60 and 100 hours because of respondent's delays (Alton test.).

218. Hansmeier testified he believed that his client should have been dismissed early on because his client was not responsible for bringing the child into contact with the dog. Hansmeier further stated respondent's failure to provide Provo-Petersen with the documentation she requested prevented Ms. Provo-Petersen from being able to dismiss his client. Hansmeier's client was involved in the proceedings much longer than need be due to respondent's inaction. (Hansmeier test.)

219. Provo-Petersen stated that neither she nor her client has received payment of the sanction award (Provo-Petersen test.).

220. Respondent's attempts to blame his associate, Erin Wolff, are not credible. Respondent signed all pleadings in the matter and attended all hearings in the matter. It was respondent who received Judge Alton's oral orders and as the named attorney on the file, the written orders were directed to respondent. Erin Wolff did not attend the hearings in this matter nor did she sign any of the pleadings. Respondent was the attorney responsible for the file. (Alton test.; Provo-Petersen test.; Hansmeier test.; R. test.)

de Jong Matter

221. 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. (Anne Marie de Jong testimony "de Jong test."; Ex. 112.)

222. De Jong provided respondent a $10,000 retainer fee (de Jong test.; Ex. 113).

223. Although de Jong initially met with respondent, respondent assigned de Jong's matter to Michael Padden (de Jong test.; Michael B. Padden testimony "Padden test.").

224. In late December 2010 or early 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. (Padden test.)

225. In January 2011, respondent assigned the matter to his new associate, Erin Wolff (de Jong test.).

226. 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. (Padden test.)

227. Respondent did not ensure that Wolff addressed the service issue nor did respondent provide any other guidance to Wolff concerning de Jong's file. In early May 2011, respondent received a letter from opposing counsel regarding the service issue. (de Jong test.; Padden test.; Ex. 114.)

228. Despite repeated requests for an accounting, respondent never provided de Jong with a billing statement or an accounting (de Jong test.).

229. On July 22, 2011, de Jong terminated respondent and again requested an accounting. De Jong then hired Erin Wolff who filed her certificate of representation in the matter on July 22, 2011. (de Jong test.; Exs. 115, 203.)

230. In or around August 2011, de Jong rehired Padden who had started his own firm. (de Jong test.; Padden test.)

231. When Padden took over the file, he discovered little had been done since he left respondent's law firm and what had been done was of little use. Padden also learned respondent had not addressed the service issue and there was a pending motion to dismiss. Padden was able to keep the matter from being dismissed. (Padden test.)

232. Padden negotiated a settlement between respondent and de Jong regarding the attorney's fees. The settlement agreement, which respondent signed,

provided that respondent would pay de Jong $5,000 by December 31, 2011. The agreement further stated if respondent failed to pay the agreed amount by December 31, 2011, then respondent would pay de Jong $7,500 by January 31, 2012. (Ex. 202; Padden test.; de Jong test.)

233. Respondent failed to honor the agreement and de Jong proceeded to conciliation court and received a judgment in the amount of $7,640. At the time of trial, respondent had only paid de Jong $5,000 toward her judgment. (de Jong test.)

Lynn Smith Matter

234. In late August or early September 2008, Lynn Smith retained respondent to represent Smith concerning an automobile accident (Lynn Smith testimony "Smith test.").

235. 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. With exception of the medical bills, if the cost was payable, Progressive would issue a payment which respondent generally forwarded to Smith. The medical providers were generally paid directly by the insurance company. (Smith test.)

236. 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. (Ex. 116.)

237. 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. (Ex. 117.)

238. 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. (Ex. 118.)

239. 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. (Smith test.; Ex. 119.)

240. Smith testified he only communicated with respondent on a few occasions because respondent was unavailable. The majority of Smith's communication was with respondent's legal assistant.

241. 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. (Smith test.; Testimony of Randall Knutson "Knutson test."; Ex. 120.)

242. 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. (Knutson test.; Exs. 121, 122.)

243. On May 9, 2011, having not received Smith's file from respondent, Knutson again wrote respondent asking that Smith's file be forwarded (Knutson test.; Ex. 122).

244. Finally, on or around May 16, 2011, Knutson received Smith's file from respondent (Knutson test.; Ex. 123).

245. 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. (Knutson test.; Exs. 124, 125.)

246. 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. (Knutson test.; Ex. 125.)

247. 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. (Knutson test.; Exs. 116, 117, 118.)

248. 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. (Knutson test.; Smith test.)

249. 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. (Smith test.)

250. Knutson talked to someone on respondent's staff, who indicated Smith's signature was endorsed at respondent's direction. The staff member indicated a portion of the money was used to pay Smith's bill at St. James, however, no such payment was made. (Knutson test.; Smith test.; Ex. 126.)

251. Respondent never provided Knutson with a copy of the no-fault arbitration award or a full accounting for Smith (Knutson test.).

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

253. Although respondent tried to insinuate Smith may have received the money from these checks, respondent provided no documentation for the alleged payment. Furthermore, respondent's allegation Smith received a portion of the money is contradicted by statements made by his staff to Knutson. Respondent's allegation is not supported by the totality of the evidence.

David Calof/Steven Rademacher Matter

254. Beginning in 2007, respondent represented Rademacher in a personal injury matter. Respondent settled various portions of the personal injury matter on Rademacher's behalf. (Steven Rademacher testimony "Rademacher test.")

255. 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. (Rademacher test.; Ex. 127.)

256. In late June 2011, David Calof, Rademacher's brother-in-law and 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. (David Calof testimony "Calof test.")

257. Calof was seeking information regarding Rademacher's personal injury matter and confirmation of the financial aspects of the matter. (Rademacher test.; Calof test.)

258. Although respondent was asked to provide the information during the late June 2011 telephone call, respondent failed to provide the requested information. (Calof test.; Ex. 130.)

259. 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. (Calof test.; Ex. 130.)

260. 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 (Calof test.; Ex. 130).

261. 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. (Calof test.; Ex. 130.)

262. 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. The book contained only interrogatories. (Calof test.; Ex. 130.)

263. On September 2, 2011, Calof again contacted respondent regarding the missing information. Respondent again indicated that he would provide the missing information. (Calof test.; Ex. 130.)

264. 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. (Calof test.; Ex. 130.)

265. 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. (Calof test.; Ex. 130.)

266. 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. (Calof test.; Ex. 131.)

267. 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. (Calof test.; Ex. 132.)

268. 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. (Ex. 133.)

269. 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. (Ex. 134.)

270. 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. (Ex. 42, cols. A-H, DS.)

271. 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.

272. Respondent failed to provide Calof or Rademacher with Rademacher's complete file and has failed to provide an accounting of all funds respondent held on Rademacher's behalf.

Mary Purcell Matter

273. 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. (Mary Purcell testimony "Purcell test."; Ex. 135.)

274. As part of her case, respondent referred Purcell to Dr. Jack Bert (Purcell test.; Exs. 136, 144).

275. In accordance with respondent's suggestion, Purcell arranged for a consultation with Dr. Bert (Purcell test.; Exs. 137, 144).

276. Purcell, a licensed registered nurse, was dismayed by the consultation at Dr. Bert's office and reported her dissatisfaction to respondent. 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. (Purcell test.; Exs. 137, 138, 139, 140, 144.)

277. 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 (R. test; Ex. 141).

278. Respondent's affidavit was disparaging of Purcell and supportive of Dr. Bert (Ex. 141).

279. 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 (Purcell test.; Exs. 141, 142).

280. Respondent testified Dr. Bert contacted him regarding submitting an affidavit. Respondent indicated he was happy to write and submit the affidavit on Dr. Bert's behalf. Respondent did so even though he was representing Purcell at the time and the affidavit concerned Purcell's complaint against Dr. Bert. (R. test.; Ex. 141.)

281. Purcell found out about the affidavit only after she terminated respondent and was able to retrieve her file (Purcell test.; Ex. 142).

282. 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. (Ex. 142.)

283. Due to a lack of communication and a lack of progress, Purcell decided to terminate respondent's representation on or about September 12, 2011. Purcell requested her file. (Purcell test.; Ex. 142.)

284. 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 testified she did not accept the offer because the amount would not cover her outstanding medical bills, expenses and attorney's fees. (Purcell test.)

285. Purcell's matter was in active litigation at the time of respondent's termination (Ex. 144).

286. Respondent indicates there was a $20,000 settlement offer. If such an offer existed, Purcell was not made aware of a $20,000 offer. (Purcell test.; Ex. 144.)

287. After respondent's termination, Purcell received a letter from State Farm Insurance Companies ("State Farm") indicating Ms. Purcell did not accept the $12,000 offer (Purcell test.; Ex. 143).

288. Purcell made several requests for her file. After not receiving her file, as promised, 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. (Purcell test.; Ex. 142.)

289. When she still had not received her file, on October 17, 2011, Purcell again contacted respondent (Ex. 142).

290. Purcell finally received her file from respondent's office on or about October 25, 2011. Purcell testified she went to respondent's office and retrieved her file from the reception area. (Purcell test.)

291. In reviewing her file, Purcell discovered respondent requested Purcell's medical records from Aspen Medical Clinic on September 16, 2011. This was several days after Purcell terminated respondent. (Purcell test.; Ex. 145.)

292. Purcell became aware of the request only after she was able to finally retrieve and review her file on October 25, 2011 (Purcell test.).

Improper Expense Billing

293. 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. (Jacob Uloth testimony "Uloth test."; Ex. 146.)

294. Uloth stated that when he submitted his request he would have included an itemized receipt indicating the cost of copying owed by each individual client. Uloth further testified he would not see how his expenses were applied to the client. (Uloth test.)

295. Instead of billing each client their portion of the copying cost, respondent then billed <u>each</u> of the four clients the full amount of the $66.97 expense (Ex. 147).

296. 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. Barber's portion of the bill was only $75.55. (Naros test.; Exs. 148, 149.)

297. Respondent overbilled his clients for costs.

298. Naros testified she and her staff spent countless hours researching what bills had been paid and what was not paid by respondent. Naros did this because respondent failed to provide the documentation for the clients that left Rambow Law Firm with Naros. (Naros test.)

FOURTH COUNT

Failure to Cooperate

299. On March 31, 2014, the Director served charges of unprofessional conduct on respondent. Pursuant to Rule 9(a) (1), Rules on Lawyers Professional Responsibility (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.

FIFTH COUNT

Additional Failure to Cooperate

300. The allegations in the Director's June 6, 2014, supplementary petition, which comprise the fifth count, were deemed admitted by order of the Supreme Court on October 8, 2014, and October 21, 2014.

Trust Account Overdraft Matter

301. On March 5, 2013, respondent's Western Bank trust account became overdrawn. Pursuant to Rule 1.15(j)-(o), MRPC, Western Bank reported the overdraft to the Director.

302. On March 14, 2013, the Director wrote to respondent to request an explanation for the overdraft and copies of respondent's January through March 2013

trust account bank statements, check register, client subsidiary ledgers, trial balances and reconciliations.

303. On April 2, 2013, the Director received from respondent a March 29, 2013, letter, in which he explained that the overdraft in his trust account had been "the result of an automatic withdrawal from American Express-Merchant Financial the company that processes credit card payments to the law firm." Respondent failed to enclose any of the trust account books and records requested in the Director's March 14, 2013, letter.

304. On April 3, 2013, the Director wrote to respondent and again requested him to provide the January through March 2013 trust account books and records that had been requested in the Director's March 14, 2013, letter.

305. On April 10, 2013, at respondent's request, the Director granted respondent an extension to April 18, 2013, to respond to the Director's April 3, 2013, letter. Respondent failed to respond by April 18, 2013.

306. On April 23, 2013, the Director wrote to respondent and again requested him to provide the trust account books and records that had been requested in the Director's March 14, 2013, letter.

307. On May 6, 2013, the Director received from respondent an April 30, 2013, letter, with which he enclosed copies of his December 2012 through February 2013 trust account bank statements and the checks reflected on those bank statements. Respondent failed to enclose copies of any of the check registers, client subsidiary ledgers, trial balances or reconciliations that had been requested in the Director's March 14, 2013, letter.

308. The Director converted the informal overdraft inquiry into a formal disciplinary investigation. On May 20, 2013, the Director sent respondent a notice of investigation that requested his complete trust account books and records for the period through May 31, 2013, and an explanation for his failure to respond to the Director's

March 14, April 3, and April 23, 2013, letters. The notice requested respondent's response within 21 days. Respondent failed to respond.

309. On August 9, 2013, the Director received notice of another overdraft on respondent's Western Bank trust account. The overdraft notice reflected that a series of electronic withdrawals caused a $73.10 overdraft in the account, but did not reflect the date of the overdraft.

310. On August 14, 2013, the Director wrote to respondent and requested (a) his response to the Director's May 20, 2013, notice of investigation; (b) an explanation for the recent overdraft; and (c) copies of various trust account books and records related to that overdraft.

311. On September 3, 2013, the Director received from respondent an August 30, 2013, letter in which he stated that he had received the Director's August 14, 2013, letter, but had not previously received the Director's May 20, 2013, notice of investigation. Respondent informed the Director that his address had changed to 4901 Excelsior Boulevard, Minneapolis, MN 55416. Finally, respondent stated that he would "make every effort" to provide the information and documents requested by the Director "as soon as possible."

312. The Director forwarded copies of all letters sent to respondent during the period September 2013 to March 2014 in the trust account overdraft, B.K., J.G. and T.G., A.I., M.B., R.B., and lawyer registration fee and Continuing Legal Education (CLE) restricted status matters to the 4901 Excelsior Boulevard, Minneapolis, Minnesota address for respondent's response.

313. On September 5, 2013, the Director wrote to respondent and requested that he respond to both the May 20, 2013, notice of investigation and the August 14, 2013, letter within two weeks. Respondent failed to do so.

314. On September 16, 2013, the Director received notice of a September 10, 2013, overdraft on respondent's Western Bank trust account. The overdraft reflected that an electronic withdrawal had created a negative $54.46 balance in the account.

315. On September 18, 2013, the Director wrote to respondent and requested his explanation for, and various trust account books and records related to, the September 10, 2013, overdraft.

316. On October 14, 2013, the Director received from respondent a letter dated October 10, 2013, in which he stated that he was "working with Western Bank to obtain the requested information regarding Rambow Law Trust account." Respondent requested a letter "setting forth the exact documents I need to request for the boards [sic] review."

317. On October 15, 2013, the Director wrote to respondent with a list of the items requested in the Director's May 20, 2013, notice of investigation and August 14 and September 18, 2013, letters that respondent had not yet provided. The Director noted that most of the requested items, e.g., check register, client subsidiary ledgers, trial balances and reconciliations, could not be obtained from his bank. The Director requested respondent to provide the listed materials within two weeks. Respondent failed to respond.

318. On November 5, 2013, the Director wrote to respondent to again request the materials listed in the Director's October 15, 2013, letter.

319. On November 15, 2013, respondent informed the Director that he had obtained documents from Western Bank and would provide them to the Director "by the end of next week." Respondent failed to do so.

320. On December 17, 2013, the Director wrote to respondent to again request the materials listed in the Director's October 15, 2013, letter. Respondent failed to respond.

321. On January 6, 2014, the Director wrote to respondent to again request the materials listed in the Director's October 15, 2013, letter. Respondent failed to respond.

322. As of June 6, 2014, respondent had failed to provide the trust account books, records and information requested in the Director's May 20, 2013, notice of investigation and August 14 and September 18, 2013, letters.

323. Respondent failed to cooperate with the Director's investigation of the overdrafts in respondent's trust account.

Koch Matter

324. On May 22, 2013, the Director received a complaint against respondent from his client Brenda Koch (Koch). On June 3, 2013, the Director sent respondent a notice of investigation of Koch's complaint, which requested his written response to the complaint within 14 days. Respondent failed to respond.

325. On July 25, 2013, the Director wrote to respondent and again requested his written response to Koch's complaint. Respondent again failed to respond.

326. On September 4, 2013, the Director wrote to respondent for a third time to request his written response to Koch's complaint. On September 23, 2013, the Director received from respondent a letter dated September 18, 2013, which constituted his response to Koch's complaint.

327. On October 15, 2013, the Director wrote to respondent to request a copy of the complete file he maintained in the Koch matter, a copy of his retainer agreement with Koch and the contact information for opposing counsel and/or the insurance adjuster involved in the Koch matter. Respondent failed to respond.

328. On November 5, 2013, the Director wrote again to respondent to request the materials that had been requested in the Director's October 15, 2013, letter. Respondent failed to respond.

329. On December 17, 2013, the Director wrote again to respondent to request the materials that had been requested in the Director's October 15, 2013, letter. Respondent failed to respond.

330. On January 6, 2014, the Director wrote again to respondent to request the materials that had been requested in the Director's October 15, 2013, letter. Respondent failed to respond.

331. As of June 6, 2014, respondent had not provided the Koch file or any of the other information requested in the Director's October 15, 2013, letter.

332. Respondent failed to cooperate with the Director's investigation of the Brenda Koch complaint.

J.G. and T.G. Matter

333. Respondent represented J.G. and T.G. as plaintiffs in a civil lawsuit. The Director received a complaint from opposing counsel in that matter alleging that, upon settlement of the lawsuit, respondent had failed to provide the required release and stipulation for dismissal and had forged opposing counsel's endorsement on the settlement draft.

334. On June 20, 2013, the Director sent to respondent a notice of investigation of the complaint arising from the J.G. and T.G. matter. The notice requested respondent's written response to the complaint within two weeks. Respondent failed to respond.

335. On July 25, 2013, the Director wrote to respondent and again requested his written response to the complaint arising from the J.G. and T.G. matter. Respondent again failed to respond.

336. On September 4, 2013, the Director wrote to respondent for a third time to request his written response to the complaint arising from the J.G. and T.G. matter. On

September 23, 2013, the Director received from respondent a letter dated September 18, 2013, which constituted his response to that complaint.

337. On October 15, 2013, the Director wrote to respondent to request additional documents and information relative to the complaint arising from the J.G. and T.G. matter. Respondent failed to respond.

338. On November 5, 2013, the Director wrote again to respondent to request the materials that had been requested in the Director's October 15, 2013, letter. Respondent failed to respond.

339. On December 17, 2013, the Director wrote again to respondent to request the materials that had been requested in the Director's October 15, 2013, letter. Respondent failed to respond.

340. On January 6, 2014, the Director wrote again to respondent to request the materials that had been requested in the Director's October 15, 2013, letter. Respondent failed to respond.

341. As of June 6, 2014, respondent had not provided the documents and information requested in the Director's October 15, 2013, letter.

342. Respondent failed to cooperate with the Director's investigation of the J.G. and T.G. matter.

Isse Matter

343. On November 4, 2013, the Director received a complaint against respondent from his client Abdikarim Isse (Isse). On November 19, 2013, the Director sent respondent a notice of investigation which requested respondent's written response to Isse's complaint within 14 days. Respondent failed to respond.

344. On December 17, 2013, the Director wrote again to respondent and requested his written response to Isse's complaint. Respondent failed to respond.

345. On January 6, 2014, the Director wrote to respondent for a third time and requested his written response to Isse's complaint. Respondent failed to respond.

346. As of June 6, 2014, respondent had not provided any response to Isse's complaint.

347. Respondent failed to cooperate with the Director's investigation of the Abdikarim Isse complaint.

Balm Matter

348. On January 31, 2014, the Director received a complaint against respondent from his client Mila Balm (Balm). On February 11, 2014, the Director sent respondent a notice of investigation, which requested respondent's written response to Balm's complaint within 14 days. Respondent failed to respond.

349. On March 11, 2014, the Director wrote again to respondent and requested his written response to Balm's complaint.

350. On April 1, 2014, the postal service returned the Director's March 11, 2014, letter as undeliverable. The postal service's markings on the envelope indicated that respondent had moved from 4901 Excelsior Boulevard, Minneapolis, MN 55416, without providing a forwarding address.

351. As of June 6, 2014, respondent had not provided any response to Balm's complaint and had not informed the Director of his current mailing address.

352. Respondent failed to cooperate with the Director's investigation of the Mila Balm complaint.

Black Matter

353. On February 21, 2014, the Director received a complaint against respondent from his client Raye Black (Black). On March 4, 2014, the Director sent to respondent a notice of investigation, which requested his written response to Black's complaint within 14 days.

354. On March 12, 2014, the postal service returned the Director's March 4, 2014, notice of investigation as undeliverable. The postal service's markings on the envelope indicated that respondent had moved from 4901 Excelsior Boulevard, Minneapolis, MN 55416, without providing a forwarding address.

355. On March 20, 2014, after finding a possible new address for respondent, the Director wrote to respondent at that address and requested his written response to Black's complaint.

356. On March 31, 2014, the postal service returned the Director's March 20, 2014, letter as undeliverable. The postal service's markings on the envelope indicated that respondent had moved from the address without providing a forwarding address.

357. As of June 6, 2014, respondent had not provided any response to the Black complaint and had not informed the Director of his current mailing address.

358. Respondent failed to cooperate with the Director's investigation of the Raye Black complaint.

Lawyer Registration Fee and CLE Restricted Status Matters

359. On November 19, 2013, after discovering that respondent had not timely paid his lawyer registration fee due on October 1, 2013, the Director wrote to respondent and requested proof of payment of the fee and an affidavit concerning his practice of law during the period of his fee suspension. Respondent failed to respond.

360. On December 17, 2013, the Director wrote again to respondent and requested his response to the Director's November 19, 2013, letter. Respondent failed to respond.

361. On January 6, 2014, the Director wrote to respondent for a third time to request his response to the Director's November 19, 2013, letter. Respondent failed to respond.

362. The Director subsequently learned that respondent paid his lawyer registration fee on November 14, 2013.

363. As of June 6, 2014, respondent had not provided the affidavit concerning his practice of law during the period of his fee suspension that was requested in the Director's November 19, 2013, letter.

364. On March 11, 2014, after discovering that since February 21, 2014, respondent had been on restricted status for failing to comply with his CLE requirements, the Director wrote to respondent. The Director requested respondent to provide proof of compliance with all CLE reinstatement requirements and an affidavit concerning his practice of law during the period of time in which his status was restricted.

365. On March 18, 2014, the postal service returned the Director's March 11, 2014, letter as undeliverable. The postal service's markings on the envelope indicated that respondent had moved from 4901 Excelsior Boulevard, Minneapolis, MN 55416, without providing a forwarding address.

366. On March 20, 2014, after finding a possible new address for respondent, the Director wrote to respondent at that address and requested proof of compliance with all CLE reinstatement requirements and an affidavit concerning his practice of law during the period of time in which his status was restricted.

367. By Supreme Court order dated March 20, 2014, respondent was reinstated to active status after having provided proof of compliance with the CLE requirements. Respondent did not, at that time, provide the lawyer registration office with his current address.

368. On March 27, 2014, the postal service returned the Director's March 20, 2014, letter as undeliverable. The postal service's markings on the envelope indicated that respondent had moved from the address without providing a forwarding address.

369. As of June 6, 2014, respondent had not provided the affidavit concerning his practice of law during the period of his CLE restricted status that was requested in the Director's March 11, 2014, letter and has not informed the Director of his current mailing address.

370. Respondent failed to cooperate with the Director's investigation of respondent's unauthorized practice of law.

SIXTH COUNT

J.G. and T.G. Matter

371. On November 25, 2014, the Director served respondent with the Director's request for admissions pursuant to Rule 36.01 Minnesota Rules of Civil Procedure. The Director's request for admissions corresponded directly to each paragraph in the Director's second supplementary petition for disciplinary action. (Ex. 197.)

372. Respondent failed to respond within 30 days after service of the Director's request for admissions.

373. On January 20, 2015, the Director moved the request for admissions be deemed admitted and because of the direct correlation to the second supplementary petition for disciplinary action that the allegations in the second supplementary petition for disciplinary action also be deemed admitted.

374. By operation of Rule 36.01, Minnesota Rules of Civil Procedure, on January 23, 2015, the undersigned deemed the Director's request for admissions concerning the second supplementary petition, as admitted.

375. As the request for admissions directly correlate to the allegations in the second supplementary petition for disciplinary action, the allegations in the second supplementary petition are also deemed admitted.

376. Respondent represented J.G. and T.G., plaintiffs to a personal injury lawsuit. The defendants in that lawsuit were represented by attorney, Bryan Chant. (Bryan J. Chant testimony "Chant test."; Exs. 150, 197.)

377. On or after June 17, 2011, respondent and Chant agreed to a settlement. The settlement required Chant's clients to pay $13,000 to J.G. and T.G. (Chant test.; Exs. 150, 197).

378. On June 28, 2011, respondent's courier picked up the $13,000 settlement check, a stipulation for dismissal and a release from Chant's office (Chant test.; Exs. 150, 197).

379. The settlement check was made payable to "Rambow Law Firm Attn: Bryan Chant." On June 28, 2011, a staff-member in respondent's office endorsed the settlement check "Rambow Law Firm," and signed Chant's name to the endorsement. The settlement check was deposited into an account at Western Bank. (Chant test.; Exs. 150, 197.)

380. Chant did not authorize his signature (Chant test.; Exs. 150, 197).

381. Respondent did not, however, have executed and returned to Chant the stipulation for dismissal or release (Chant test.; Exs. 150, 197).

382. On approximately July 25, August 15, September 13, and September 20, 2011, Chant or a member of his staff left telephone messages or sent email messages to respondent requesting return of the stipulation for dismissal and release. Respondent

neither responded to these messages nor returned the stipulation and release. (Chant test.; Exs. 150, 197.)

383. On approximately October 14, 2011, Chant spoke to respondent by telephone. During that conversation, Chant asked respondent about the status of the release. Respondent stated that he would provide the release to Chant as soon as possible. Chant also asked respondent about the forgery of his endorsement to the settlement check. Respondent attributed the forgery to staffing issues. (Chant test.; Exs. 150, 197.)

384. On October 17, 2011, Chant sent to respondent by email an additional copy of the release. Chant stated in his email, "I look forward to receiving this back no later than October 31, 2011. As indicated, I will be forced to move the Court to confirm the settlement if I do not receive the settlement documents back before that time." (Chant test.; Exs. 150, 197.)

385. Respondent failed to return to Chant the signed stipulation for dismissal or release by October 31, 2011 (Chant test.; Exs. 150, 197).

386. Due to respondent's failure to return the necessary documents, on November 2, 2011, Chant filed and served a motion to enforce the settlement. Chant's client had to pay the required $100 motion fee. The motion was scheduled for hearing on December 13, 2011. (Chant test.; Exs. 150, 151, 197.)

387. On an unknown date prior to December 13, 2011, respondent returned to Chant the signed stipulation for dismissal and release and Chant cancelled the motion hearing (Chant test.; Exs. 150, 197).

388. Respondent allowed Chant's signature to be forged on the settlement check because he was not properly supervising his staff (Ex. 197).

389. Respondent failed to act diligently by failing to promptly return the stipulation for dismissal and release to Chant, and failing to communicate with Chant.

Respondent's failure to act with diligence resulted in conduct prejudicial to the administration of justice because of the need for Chant to file a motion and schedule a motion hearing before respondent complied with sending the stipulation for dismissal and release to Chant. (Ex. 197.)

SEVENTH COUNT

N.O. Matter

390. Respondent represented N.O. in a personal injury matter. On approximately July 1, 2014, N.O. discharged respondent and retained attorney David Rochlin to represent her in the matter. Rochlin discovered the forgeries and acts of misappropriation detailed below in the process of collecting bills and records from N.O.'s medical providers. (Testimony of David Rochlin "Rochlin test."; Exs. 152, 153, 197.)

391. N.O. was insured by Allstate Insurance. On November 16, 2012, Allstate issued three checks payable to "[N.O.] AND NORAN NEUROLOGICAL CLINIC" in the amounts of $390.00, $2.98 and $139.46. These checks were in payment of treatment or services Noran Neurological Clinic had provided to N.O. on October 18, 2012. Allstate mailed the checks to respondent. (Rochlin test; Exs. 152, 197.)

392. Without the knowledge or authority of either N.O. or Noran Neurological Clinic, each of the three checks was endorsed in respondent's office as, "PAY TO RAMBOW LAW," and the endorsements of "Ryan McCarthy, Bus. Mgr. For Noran Neurological Clinic" was forged. Respondent did not pay the proceeds of the checks to either N.O. or Noran Neurological Clinic. (Rochlin test; Exs. 152, 197.)

393. Respondent misappropriated the proceeds of the three Allstate checks payable to the N.O. and Noran Neurological Clinic. The three checks totaled $532.44. (Exs. 152, 197.)

394. On February 13, 2013, Allstate issued two checks payable to "[N.O.] AND INST FOR LOW BACK & NECK CARE AND RAMBOW LAW FIRM PA" in the amounts of $167.28 and $171.36. These checks were in payment of treatment or services the Institute for Low Back & Neck Care had provided to N.O. on November 17 and 28, 2011. Allstate mailed the checks to respondent. (Rochlin test. Exs.153, 197.)

395. Without the knowledge or authority of either N.O. or the Institute for Low Back & Neck Care, respondent's name was endorsed to each of the two checks in respondent's office, and the endorsement of "Nicole Hilgardner Account Spvr. Inst. Low Back + Neck Care" was forged. Respondent did not pay the proceeds of the checks to either N.O. or the Institute for Low Back & Neck Care. (Rochlin test. Exs. 153, 197.)

396. Respondent misappropriated the proceeds of the two Allstate checks payable to the N.O. and Institute for Low Back & Neck Care. The two checks totaled $338.64. (Exs. 153, 197.)

397. Respondent either forged or allowed forgeries on each of the Allstate checks (Ex. 197).

398. Respondent misappropriated $ 871.08 from the proceeds of the five Allstate checks received on behalf of N.O. (Ex. 197).

EIGHTH COUNT

Pattern of Neglect of Client Matters and Failure to Adequately Communicate with Clients

Raye Black Matter

399. In approximately June 2008, Raye Black hired respondent to represent her regarding personal injuries and other damages she sustained as a result of a car accident (Exs. 197, 200).

400. During approximately the first three months of respondent's representation, Black communicated and worked primarily with respondent's

paralegal, Cindy. In approximately August 2008, Black met with respondent at his office in Bloomington. Respondent instructed Black to continue receiving medical treatment for her injuries and to provide him with wage loss and other information. Black complied with respondent's instructions. After this meeting, Black never again spoke to Cindy, whom Black believes left respondent's employ at or about that time. (Exs. 197, 200.)

401. On another occasion during approximately the first three months of respondent's representation, Black met with respondent and an insurance adjuster at respondent's office. At that time, the insurance adjuster examined Black's damaged car. (Exs. 197, 200.)

402. During the period after these meetings and until approximately March 2009, Black repeatedly attempted to contact respondent by telephone to discuss her case. On many of these occasions, respondent's voicemail box was full and she was not able to leave a message. On other occasions, Black left voicemail messages for respondent that respondent failed to return. (Exs. 197, 200.)

403. Beginning in early- to mid-2009, Black's telephone calls to respondent were answered by a receptionist. During this period, Black left multiple messages with respondent's receptionist. Respondent did not, however, return Black's calls. (Exs. 197, 200.)

404. In the late fall or early winter of 2009, Black met with respondent, who had moved his office to another location in Bloomington. During their meeting, respondent stated that Black's case was progressing and placed a call to the insurance adjuster, who was not available. Black asked respondent whether he had received any payments on her behalf for wage loss or damages to her car. Respondent said he had not, but stated that he would be in further contact with Black. (Exs. 197, 200.)

405. During the period after this meeting and until sometime in 2010, Black made repeated attempts to contact respondent by telephone. Respondent failed to respond to Black's calls. Black's son, Braxton, also attempted to reach respondent on her behalf, but was likewise unsuccessful. (Exs. 197, 200.)

406. During the period from late 2010 to 2011, Black was ill and did not attempt to contact respondent. During this period, however, Braxton made several unsuccessful attempts to contact respondent on Black's behalf. (Exs. 197, 200.)

407. In 2011, after her health improved, Black again attempted to contact respondent by telephone. Respondent did not respond to Black's calls. At one point, Black visited respondent's Bloomington office. Respondent was not present. Newspapers were piled up outside respondent's office and it appeared to Black that respondent had vacated the office. (Exs. 197, 200.)

408. In the summer of 2011, Black was finally able to reach respondent and scheduled a meeting with him. During their meeting, Black again asked respondent whether he had received any wage loss or other payments on her behalf. Respondent stated that the insurance company was holding up the matter, but that he would be in further contact with Black. (Exs. 197, 200.)

409. During the period from the summer of 2011 into 2012, Black continued to attempt to contact respondent by telephone. On many occasions, respondent's voicemail box was full and she was unable to leave a message. Black contacted the insurance company to request information about the status of her case. The insurance company declined to speak with Black because respondent was representing her. Braxton sent two or more email communications to respondent on Black's behalf, but respondent did not respond. (Exs. 197, 200.)

410. In August or September 2012, Black left a voicemail message for respondent in which she stated that she intended to ask her social worker to assist her

in determining the status of her case. Respondent called Black in response to her message and they scheduled a meeting. (Exs. 197, 200.)

411. Black's meeting with respondent took place in an apartment on Groveland Avenue in Minneapolis. The apartment was extremely disorganized, with boxes, files, and papers spread throughout. Respondent was unable to locate Black's file. During their meeting, respondent stated that he would work on Black's case and would be in further contact with her. (Exs. 197, 200.)

412. The August or September 2012 meeting was the last time Black met with or spoke to respondent. After the meeting, Black attempted to contact respondent by telephone on two or more occasions, but respondent did not respond to her calls. (Ex. 197, 200.)

413. Black has never received any compensation for her personal injuries, wage loss, or any other damages. Respondent has never provided Black with any papers or any other indication that he has taken any action on her behalf. (Exs. 197, 200.)

Mila Balm Matter

414. Mila Balm was involved in an automobile accident on January 7, 2013. Balm began receiving treatment from Dr. Leon Frid, a chiropractor at Life Medical chiropractic clinic. Dr. Frid referred Balm to respondent. (Exs. 154, 197.)

415. Balm retained respondent to represent her regarding the accident on January 14, 2013. (Exs. 154, 197.)

416. Immediately after retaining respondent, Balm began preparing and signing "Replacement Services Itemizations" and "Requests for Reimbursement of Mileage Expenses." At respondent's instruction, Balm provided the completed and signed requests for reimbursement to Dr. Frid. Balm understood that Dr. Frid was sending copies of the requests to respondent. (Exs. 154, 197.)

417. Balm submitted "Replacement Services Itemizations" to Dr. Frid on or about:

a. May 30, 2013 (for the period January 15 to May 27, 2013);

b. June 25, 2013 (for the period May 28 to June 25, 2013);

c. July 25, 2013 (for the period June 25 to July 20, 2013);

d. August 22, 2013 (for the period July 23 to August 19, 2013) and

e. September 10, 2013 (for the period August 20 to September 9, 2013).

(Exs. 155, 197)

418. Balm submitted "Requests for Reimbursement of Mileage Expenses" to Dr. Frid on or about:

a. March 22, 2013 (for the period January 7 to February 8, 2013);

b. May 26, 2013 (for the period February 12 to May 24, 2013);

c. An unknown date between May 26 and August 23, 2013 (for the period May 28 to June 21, 2013);

d. August 23, 2013 (for the period June 26 to August 22, 2013);

e. September 1, 2013 (for the period August 24 to 27, 2013); and

f. November 6, 2013 (for the period September 4 to November 6, 2013).

(Exs. 156, 197)

419. Balm understood that respondent would submit the requests for reimbursement to her insurer, Farmers Insurance ("Farmers"), for payment under her no-fault coverage (Exs. 154, 197).

420. In fact, respondent did not submit any of Balm's reimbursement requests to Farmers (Exs. 154, 197).

421. During the period from at least August 12 to at least October 8, 2013, a number of letters Farmers sent to respondent were returned by the postal service as a result of respondent's failure to inform Farmers of his address change. Respondent also failed to inform Balm of his address change. (Exs. 154, 157, 197.)

422. Dr. Frid's office submitted some or all of Balm's "Replacement Services Itemizations" and "Requests for Reimbursement of Mileage Expenses" to Farmers on October 22, 2013 (Exs. 158, 197).

423. On approximately November 1, 2013, Balm received a check from Farmers for mileage reimbursement for the period June 26 to August 27, 2013, based on her August 23 and September 1, 2013, "Requests for Reimbursement of Mileage Expenses." (Exs. 159, 197.)

424. Also on November 1, 2013, Farmers wrote to respondent and stated that it had "received a report of an incident your client was involved in that occurred on January 7, 2013," that Balm's policy was effective from November 5, 2012, to May 5, 2013, and that it had received Balm's request for replacement services for the period January 15 to September 16, 2013. Farmers further stated that Balm's claim "may not be covered due to the late notification of a possible essential service claim and back dated disability slip." Finally, Farmers stated that it would be requesting Balm to submit to an Independent Medical Examination. ("IME") (Exs. 160, 197.)

425. On November 6, 2013, Balm wrote to respondent requesting information regarding the status of her claim. Respondent failed to respond. (Exs. 161, 197.)

426. Also on November 6, 2013, Farmers wrote to respondent and stated that it had scheduled Balm's IME for November 22, 2013. Respondent failed to inform Balm of the IME. As a result, Balm did not appear for the IME. (Exs. 162, 197.)

427. On November 22, 2013, EvaluMed, which was to have administered Balm's IME, wrote to Farmers and advised of Balm's failure to attend the IME. EvaluMed included an invoice for a $150 "Failed Appointment Fee." (Exs. 163, 197.)

428. Also on November 22, 2013, Farmers wrote to respondent notifying him of Balm's failure to attend the IME. Farmers stated that EvaluMed would be contacting respondent regarding the scheduling of a second IME and that if Balm "fails to attend this scheduled independent medical exam, it will represent a breach of policy contract and your client's PIP benefits may be discontinued." Balm attended an IME in December 2013. (Exs. 164, 197.)

429. On November 26, 2013, Farmers wrote to respondent stating that it was "unable to reimburse your client for her replacement services or mileage." (Exs. 165, 197.)

430. On January 13, 2014, Balm wrote to respondent requesting information and documents regarding her claim. Respondent failed to respond. (Exs. 166,197.)

431. On January 22, 2014, Balm wrote again to respondent terminating his representation (Ex. 167, 197).

Abdikarim Isse Matter

432. Abdikarim Isse retained respondent in approximately November 2011 to represent him in a personal injury matter (Exs. 197, 199).

433. During the early months of his representation, respondent met with Isse on a few occasions (Exs. 197, 199).

434. Respondent met again with Isse in approximately May 2013. At that time, respondent told Isse that he was hoping to settle Isse's case by the end of the year. (Ex. 197.)

435. Since approximately May 2013, Isse has attempted to contact respondent by telephone on several occasions. Respondent has failed to return Isse's messages. (Ex. 197.)

436. Respondent failed to act diligently regarding the Black, Balm and Isse matters (Ex. 197).

437. Respondent failed to adequately communicate with Black, Balm, and Isse regarding their cases (Ex. 197).

NINTH COUNT

Practice While Suspended and While on CLE Restricted Status

438. On October 1, 2013, respondent was suspended from the practice of law for failing to pay his annual lawyer registration fee. Respondent paid the fee and was reinstated to the practice of law on November 14, 2013. (Ex. 197.)

439. During the period October 1 to November 14, 2013, respondent continued to engage in the practice of law. Among other things, on October 13, 2013, respondent signed a certificate of representation in a criminal matter involving his client J.S. Respondent filed the certificate of representation on November 13, 2013. In addition, on October 15, 2013, respondent appeared at a conciliation court hearing on behalf of L.H. (Exs. 168, 169, 197.)

440. On February 21, 2014, respondent was placed on involuntary restricted status for failing to comply with his CLE obligations. While on CLE restricted status, a lawyer may not engage in the practice of law or represent any person or entity other than himself in any legal matter or proceeding. *See* Rule 12(B), Rules on Continuing Legal Education. On March 20, 2014, respondent was restored to an active CLE status. (Exs. 170, 174, 197.)

441. During the period February 21 to March 20, 2014, respondent continued to engage in the practice of law. Among other things, on February 26, 2014, respondent

signed and filed a stipulation of dismissal with prejudice on behalf of his client D.M. In addition, on February 25, 2014, respondent signed and filed a certificate of representation on behalf of his client S.B. (Exs. 171, 172, 197.)

442. Respondent engaged in the unauthorized practice of law (Ex. 197).

TENTH COUNT

Trust Account Overdraft Notices and Continued Failure to Maintain Required Trust Account Books

443. During the period from at least December 1, 2012, to at least September 30, 2013, respondent maintained Western State Bank trust account no. -6482 (Exs. 174, 197).

444. As alleged in the June 6, 2014, supplementary petition for disciplinary action in this matter:

a. Respondent's trust account became overdrawn on March 5, 2013. In accordance with Rule 1.15(j) to (o), MRPC, the bank reported the overdraft to the Director (Exs. 174, 197).

b. On May 6, 2013, the Director received from respondent an April 30, 2013, letter, with which he enclosed copies of his December 2012 through February 2013 trust account bank statements and the checks reflected on those bank statements. At that time, respondent explained that the overdraft had been the result of "an automatic withdrawal from American Express-Merchant Financial the company that processes credit card payments to the law firm." Despite the Director's specific request, respondent failed to enclose any trust account check registers, client subsidiary ledgers, trial balances or reconciliations. (Exs. 175, 197.)

c. On August 9, 2013, the Director received notice of another overdraft on respondent's trust account. The overdraft notice reflected that a

series of electronic withdrawals caused a $73.10 overdraft in the account, but did not reflect the date of the overdraft. (Exs. 176, 197.)

d. On September 16, 2013, the Director received notice of a September 10, 2013, overdraft on respondent's trust account. The overdraft reflected that an electronic withdrawal had created a negative $54.46 balance in the account. (Exs. 177, 197.)

e. On October 15, 2013, the Director wrote to respondent with a list of the items that the Director had previously requested, but respondent had not yet provided, including his trust account check registers, client subsidiary ledgers, trial balances and reconciliations through September 30, 2013. (Exs. 178, 197.)

445. On August 1, 2014, the Director received respondent's response to the October 15, 2013, letter. Respondent's response consisted of copies of certain bank statements, cancelled checks and deposit slips. Respondent did not provide, and has never provided, any of the requested trust account check registers, client subsidiary ledgers, trial balances or reconciliations. (Exs. 179, 197.)

446. Respondent failed to properly maintain his trust account books and records from December 2012 to September 30, 2013 (Ex. 197).

ELEVENTH COUNT

Continued Failure to Cooperate and False Statements

Trust Account Overdraft Matter

447. At the time of the June 6, 2014, supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's October 15, 2013, letter regarding the overdrafts on his trust account. The Director's October 15, 2013, letter included requests for the following trust account books and records: (a) March 1 to September 30, 2013, bank statements; (b) March 1 to May 31, 2013, cancelled checks; (c) December 1, 2012, to May 31, 2013, duplicate deposit slips;

(d) December 1, 2012, to September 30, 2013, check register and/or general ledger, client subsidiary ledgers, and trial balance and reconciliation reports; and (e) a complete explanation for the overdraft notices enclosed with the Director's August 14 and September 18, 2013, letters and an indication as to whether or not the overdrafts had been eliminated. (Exs. 178, 197.)

448. On August 1, 2014, the Director received respondent's response to the Director's October 15, 2013, letter. Respondent attached copies of the bank statements, cancelled checks and deposit slips for his Western State Bank trust account no. -6482 for the period December 2012 through September 2013. Respondent failed to provide any of the trust account books, i.e., check register and/or general journal, client subsidiary ledgers, trial balance and reconciliation reports, or information, i.e., an explanation for the additional overdraft notices and information concerning elimination of the overdrafts, requested in the Director's October 15, 2013, letter. (Exs. 179, 197.)

449. On August 20, 2014, the Director wrote to respondent to request the trust account books and information requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond. (Exs. 180, 197.)

450. On September 18, 2014, the Director wrote again to respondent to request the trust account books and information requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond. (Exs. 181, 197.)

451. Respondent failed to provide the trust account books and information requested by the Director on October 15, 2013, but not included with his August 1, 2014, response in the trust account overdraft matter (Ex. 197).

J.G. and T.G. Matter

452. At the time of the June 6, 2014, supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's October 15, 2013, letter regarding the J.G. and T.G. matter. The Director's October 15, 2013, letter included the following request:

> Please also provide copies of the bank statements, cancelled checks, deposit slips and check registers for [the account into which respondent deposited the J.G. and T.G. settlement draft] for the period June 2011 through the month in which you fully disbursed the [J.G. and T.G.] proceeds. If the account is a trust account, please also provide copies of the client subsidiary ledgers, trial balances and reconciliations for the same period.

(Exs. 182, 197.)

453. On August 1, 2014, the Director received respondent's response to the Director's October 13, 2013, letter. In his response, respondent stated, "Please reference any of the attached records that you requested." Respondent attached copies of the bank statements, cancelled checks and deposit slips for his Western State Bank trust account no. -6482 for the period December 2012 through September 2013. Respondent failed to provide any bank statements, cancelled checks or deposit slips for the period beginning June 2011, and failed to provide any check registers, client subsidiary ledgers, trial balances or reconciliations. (Exs. 179, 197.)

454. On August 19, 2014, the Director wrote to respondent to request the trust account books and records requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond. (Exs. 182, 197.)

455. On September 18, 2014, the Director wrote again to respondent to request the trust account books and records requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response. Respondent failed to respond. (Exs. 183, 197.)

456. Respondent has failed to provide the trust account books and records requested in the Director's October 15, 2013, letter, but not provided with respondent's August 1, 2014, response in the J.G. and T.G. matter (Ex. 197).

Isse Matter

457. On August 19, 2014, the Director wrote to respondent to request additional information and documents regarding Abdikarim Isse's complaint against him. Respondent failed to respond. (Exs. 184, 197.)

458. On September 18, 2014, the Director wrote again to respondent to request his response to the Director's August 19, 2014, letter. Respondent failed to respond. (Exs. 185, 197.)

459. Respondent has failed to provide any response to the Director's August 19, 2014, letter regarding Abdikarim Isse's complaint (Ex. 197).

Balm Matter

460. On August 19, 2014, the Director wrote to respondent to request additional information and documents regarding Mila Balm's complaint against him. Respondent failed to respond to this letter. (Exs. 186, 197.)

461. On September 11, 2014, the assistant Supreme Court commissioner wrote to respondent, with a copy to the Director, referencing a document respondent had filed with the Court on September 5, 2014 ("respondent's September 5, 2014, letter"), that began, "Responses to Mila Balm complaint," did not bear a signature, case caption or file number, and was not accompanied by an affidavit of service reflecting service on the Director. (Exs. 187, 188, 197.)

462. The assistant Supreme Court commissioner directed respondent to file within ten days an original signature page for his September 5, 2014, letter and an affidavit of service reflecting service of the letter on the Director. Respondent failed to

file these items or to otherwise provide the Director with a copy of his September 5, 2014, letter. (Exs. 187, 188, 197.)

463. On September 18, 2014, the Director wrote again to respondent to request his response to the Director's August 19, 2014, letter (Exs. 189, 197).

464. On September 19, 2014, the Director obtained from the Court's file a copy of respondent's September 5, 2014, letter. That letter appears to constitute respondent's response to the Director's August 19, 2014, letter. (Exs. 187, 197.)

465. Among the materials requested in the Director's August 19, 2014, letter to which respondent's September 5, 2014, letter appears to have been in response, were copies of (a) respondent's retainer agreement with Ms. Balm, (b) all documents pertaining to Ms. Balm's requests for reimbursement of replacement services and mileage expenses, and (3) the complete file respondent maintained in Ms. Balm's matter. Respondent attached to his September 5, 2014, letter only a blank retainer agreement. Respondent did not include any documents pertaining to Ms. Balm's requests for reimbursement or a copy of the complete file he maintained regarding Ms. Balm's case. (Exs. 186, 197.)

Raye Black Matter

466. On August 20, 2014, the Director wrote to respondent to request that he provide a copy of the complete file he maintained on behalf of his client Raye Black. Respondent failed to respond. (Exs. 190, 197.)

467. On September 18, 2014, the Director wrote again to respondent to request his response to the Director's August 19, 2014, letter. Respondent failed to respond. (Exs. 191, 197.)

468. Respondent has failed to provide a copy of his complete Raye Black file as requested in the Director's August 19, 2014, letter (Ex. 197).

Fee Suspension/CLE Restricted Status Matter

469. At the time of the supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's November 19, 2013, letter requesting an affidavit concerning his practice of law during the period of his fee suspension (Ex. 197).

470. On August 1, 2014, the Director received respondent's response to the Director's November 19, 2013, letter. Respondent's response consisted of an "Affidavit of Paul Rambow," that was not notarized. In his "Affidavit," respondent stated that he was not actively involved in the practice of law during the period of suspension." Respondent's statement was false. As described in paragraph 429-433 above, respondent did engage in the practice of law during the period of his fee suspension. (Ex. 179, p. 4; Ex. 197.)

471. At the time of the June 6, 2014, supplementary petition for disciplinary action in this matter, respondent had failed to respond to the Director's March 11, 2014, letter requesting an affidavit concerning his practice of law during the period of time in which his CLE status was restricted (Ex. 197).

472. On August 1, 2014, the Director received respondent's response to the Director's March 11, 2014, letter. Respondent's response consisted of an "Affidavit of Paul Rambow," that was not notarized. In his "Affidavit," respondent stated that he was not actively involved in the practice of law "from late Feb. to late Mar. 2014." Respondent's statement was false. As described in paragraphs 429-433 above, respondent did engage in the practice of law during the period of his CLE restricted status. (Ex. 179, p. 4; Ex. 197.)

N.O. Matter

473. On August 19, 2014, the Director received David Rochlin's complaint against respondent regarding the N.O. matter. On August 29, 2014, the Director sent to respondent a notice of investigation of Rochlin's complaint, along with a copy of the

complaint. The notice of investigation requested respondent's written response to the complaint within 14 days. Respondent failed to respond. (Exs. 195, 196, 197.)

474. On September 18, 2014, the Director wrote again to respondent to request his response to the Rochlin complaint. The Director also included additional materials received from Rochlin on September 10, 2014. Respondent failed to respond. (Exs. 195, 196, 197.)

475. Respondent has failed to provide any response to Rochlin's complaint regarding the N.O. matter (Ex. 197).

Mitigating and Aggravating Factors

476. There is no factor which mitigates the sanction for respondent's misconduct.

477. Respondent has been a practitioner for almost 30 years and has been a trial attorney for most of the 30 years.

478. Respondent has substantial experience in the practice of law in general, and in personal injury law in particular.

479. During the hearing before the undersigned, respondent failed to follow orders of the court and failed to timely appear.

480. Respondent has caused significant harm to his clients, the public, and to the judicial system.

481. Respondent failed to correct the problems with his trust account books and records despite repeated requests he do so and despite repeated and detailed instruction on what was required.

482. Despite being under investigation, respondent repeatedly engaged in misconduct.

483. With respect to client matters, respondent engaged in a repeated pattern of non-communication, neglect, failure to return client files and failure to provide an accounting.

484. Respondent made multiple misrepresentations during the disciplinary investigations.

485. Respondent has no insight or recognition of his misconduct. Respondent continued to blame others for his misconduct.

486. Respondent does not recognize the wrongful nature of his misconduct, refused to acknowledge committing any wrongdoing and exhibited no remorse for his misconduct. Respondent offered no evidence that he understood, regretted, or was sorry or remorseful for the wrongful nature of her conduct.

487. Respondent lacks remorse for his misconduct.

488. Consistent with the prior finding, respondent presented no evidence that similar misconduct will not occur in the future.

489. Respondent offered no evidence in mitigation of the sanction of respondent's misconduct.

CONCLUSIONS OF LAW

1. 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.

2. 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.

3. 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.

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

5. 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.

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

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

8. 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.

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

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

11. 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.

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

13. 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.

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

15. Respondent's failure to cooperate violated Rule 8.1(b), MRPC, and Rule 25, RLPR.

16. Respondent's conduct in failing to diligently pursue the Black, Balm and Isse matters, and failing to adequately communicate with Black, Balm and Isse regarding their cases, violated Rules 1.3 and 1.4(a)(3) and (4), MRPC.

17. Respondent's conduct in allowing Chant's name to be forged to the settlement draft, failing to promptly return the signed stipulation for dismissal and release to Chant, and failing to respond to Chant's communications regarding the stipulation for dismissal and release, violated Rules 1.3, 5.3(b), and 8.4(c) and (d), MRPC.

18. Respondent's conduct in forging or allowing the forgery of the endorsements to the five Allstate checks and misappropriating the proceeds of those checks violated Rules 1.15(a) and 8.4(c), MRPC.

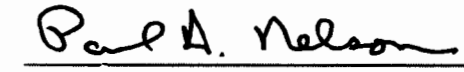
19. Respondent's conduct in continuing to engage in the practice of law while fee suspended and on CLE restricted status violated Rules 5.5(a) and 8.4(d), MRPC.

20. During the period from at least December 2012 through at least September 30, 2013, respondent failed to maintain the trust account check register, client subsidiary ledgers, trial balance reports and reconciliation reports required by Rule 1.15(h), MRPC, as interpreted by Appendix 1 thereto.

RECOMMENDATION

Based on the foregoing findings and conclusions, the undersigned recommends that Respondent, Paul Roland Rambow, be disbarred.

Dated this 20th day of March, 2015



PAUL A. NELSON, REFEREE

MEMORANDUM

The sheer number and extent of the ethical violations in this matter is profoundly troubling. Even more disconcerting is the respondent's obvious failure to realize that his conduct does not come close to meet even the minimum standards required of an attorney. No remorse has been expressed with the blame shifted to staff and associates in many instances.

The Director's exhaustive research together with the massive supporting documentation and numerous witnesses established, in detail, the respondent's ethical violations. The evidence was not only clear and convincing but overwhelming.

The respondent's own failure to properly respond to the Supplementary Petition resulted in two Supreme Court orders deeming that that entire matter was admitted. During the pendency of this matter before the undersigned the respondent failed to timely respond to the Director's requests for admissions again resulting in the entire Second Supplementary Petition being admitted.

The Director and respondent were to submit argument and proposed findings should they chose to do so on February 27, 2015. The respondent called and left a voicemail on the submission date to state that he was not able to comply as he was incarcerated as a result of the execution of a civil contempt sentence in his own marriage action. By an email dated March 3, 2015 respondent was advised that if he wished to submit proposed findings or argument he could still do so. The weight to be given to them was to be within the undersigned's discretion. As of the date of these findings, conclusions of law and recommendation for discipline nothing has been submitted by the respondent.

The conduct and violations enumerated in the findings are such that only one disciplinary action is appropriate and that is disbarment.

PN