FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action against JOSEPH ANTHONY RYMANOWSKI, JR., a Minnesota Attorney, Registration No. 240606.	**PETITION FOR DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

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

The above-named attorney, hereinafter respondent, was admitted to practice law in Minnesota on October 22, 1993. Respondent's license to practice law is currently suspended due to his failure to pay the attorney registration fee due on October 1, 2010.

Respondent has committed the following unprofessional conduct warranting public discipline:

DISCIPLINARY HISTORY

Respondent's history of prior discipline, including admonitions, is as follows:

A. On September 24, 1999, respondent was issued a private admonition for failing to pay a judgment entered against him for a professionally incurred indebtedness and failing to comply with a court order requiring financial disclosures in violation of Rule 8.4(d), Minnesota Rules of Professional Conduct (MRPC).

B. On May 13, 2003, respondent was placed on private probation for failing to properly maintain his client trust account and failing to cooperate in a

disciplinary investigation in violation of Rules 1.15(h) and 8.1(a)(3), MRPC, and Rule 25, RLPR.

FIRST COUNT

Veronica Peters Matter

1. On November 16, 2007, Veronica Peters retained respondent for representation in a marriage dissolution matter. Peters paid respondent an initial retainer of $2,000 which, pursuant to a written agreement dated November 16, 2007, was characterized as a nonrefundable retainer.

2. In 2009, at respondent's request, Peterson paid him an additional $3,000 intended as attorney's fees in the marriage dissolution matter.

3. In February 2010 respondent was entrusted with a check dated November 27, 2009, from Mechanical & Electrical Services in the amount of $6,800, payable to Integrity Industries. Integrity Industries was a business that had been operated by Veronica Peters and her husband, Jared Peters.

4. On February 23, 2010, at a hearing in the Peters dissolution matter, the disposition of the $6,800 check was discussed as follows:

MR. RYMANOWSKI:	Your Honor, there was one issue, the check.
MR. JANZEN:	Oh, yeah. I will gladly tender this - - I'd like a photocopy of it - - with the understanding that it's endorsed and goes to Mr. Rymanowski's trust account; and that before disbursements are made, we at least are consulted.
MR. RYMANOWSKI:	We have to figure out what's going on with the federal lawsuit. Is the company going under or not? What's got to be paid? And I guess there's the subs. We don't even know who the subs are, whether they're owed, so - -
THE COURT:	Okay. Well, that check will be deposited into your trust account?
MR. RYMANOWSKI:	Yes, Your Honor.

THE COURT: And then - - and then you'll need to send Mr. Janzen a copy of that check.

MR. RYMANOWSKI: Oh, I will.

THE COURT: Okay.

MR. JANZEN: Thank you.

5. Respondent failed to immediately deposit the $6,800 from Mechanical & Electrical Services into his trust account.

6. In May 2010 respondent told Veronica Peters that he could not deposit the check from Mechanical & Electrical Services into his trust account. He then arranged for her to meet with him and, on May 6, 2010, they went to Peters' bank. There, on the advice of respondent, Peters deposited the check from Mechanical & Electrical Services into her account and purchased a $6,800 money order. Respondent deposited this money order into his trust account that same day. Prior to the deposit of the $6,800 money order respondent was holding no funds in his trust account on behalf of Peters.

7. On May 6, 2010, while conducting the above-described banking transactions, Peters told respondent that she was short of funds because her spouse had not been making court-ordered payments to her. Respondent suggested that he could disburse some of the $6,800 from his trust account to her.

8. On May 7, 2010, respondent issued check number 2445, drawn on his trust account, payable to Veronica Peters in the amount of $1,000. Respondent then signed Peters' signature on the back of the check as an endorsement and deposited the check into Peters' account at TCF Bank. Respondent did not notify or consult with counsel for Jared Peters before making this disbursement.

9. Thereafter, respondent made the following disbursements from his trust account, attributing them all to the Peters matter:

a. Check no. 2446, dated May 7, 2010, in the amount of $2,240 payable to respondent and annotated "Peters fees."

b. Check no. 2448, dated May 7, 2010, in the amount of $1,660, payable to respondent and annotated "Peters."

c. Check no. 2449, dated May 19, 2010, in the amount of $1,200, payable to respondent and annotated "Peters."

d. Check no. 2450, dated May 25, 2010, in the amount of $500, payable to respondent and annotated "Peters fees."

e. Check no. 2453, dated June 21, 2010, in the amount of $200, payable to respondent and annotated "Peters fees balance."

10. The above-listed disbursements completely depleted the $6,800 respondent was to have held in trust pursuant to the agreement entered into in court on February 23, 2010. Respondent, as to all of the payments listed above, did not notify or consult with counsel for Jared Peters before making the payments.

11. Respondent did not notify Veronica Peters of any of the payments he made to himself from the funds held in trust.

12. Respondent never sent Veronica Peters a bill for legal services or an accounting of the funds held in trust.

13. Respondent's disbursement of the $6,800 from his trust account constitutes misappropriation.

14. Respondent abandoned his representation of Peters in the marriage dissolution action in mid-2010, failing to take any action to move the matter forward and ceasing all communications with Peters.

15. Peters obtained new counsel in September 2010 to assist her in completing the marriage dissolution.

16. Respondent's conduct violated Rules 1.1, 1.3, 1.4, 1.15(a), 1.15(b), 3.4(c), 8.4(c) and 8.4(d), MRPC.

SECOND COUNT

Charles Plumb Matter

17. In or around December 2008, Charles Plumb retained respondent to represent him in a civil suit brought by Thomas Morgan against Plumb and his wife, Jessica Krisko.

18. On May 15, 2009, Morgan's attorney served interrogatories, requests for production of documents, and requests for admissions on respondent.

19. While respondent provided a timely response to the requests for admissions, he did not timely respond to the interrogatories or requests for production of documents.

20. On November 3, 2009, a second set of interrogatories and requests for production of documents were served on respondent by the attorney for Morgan.

21. Respondent failed to timely respond to the discovery requests served upon him on November 3, 2009.

22. On March 5, 2010, Morgan's attorney sent an email to respondent requesting a response to the November 3 discovery requests.

23. On March 23, 2010, Morgan's attorney brought a motion to compel responses to the November 3 discovery requests. A hearing on that motion was held on April 27, 2010.

24. On May 3, 2010, the court issued an order directing that the discovery requested be provided by April 30, 2010, and awarding Morgan $800 in expenses and attorney's fees incurred in making the motion to compel.

25. Respondent did not provide the discovery as ordered by the court until May 5, 2010.

26. On April 30, 2010, Morgan's attorney served respondent with a third request for production of documents.

27. Respondent did not respond to the third request for production of documents.

28. On May 10, 2010, Morgan's attorney provided respondent with notice of an inspection of a house that was the subject of the litigation. The inspection was scheduled to take place on May 24.

29. Respondent did not respond to the notice of inspection until 7:34 a.m. on May 24 when he emailed Morgan's attorney with objections to the inspection.

30. On May 29, 2010, Morgan's counsel faxed a reminder to respondent that the response to the third request for production of documents was due soon.

31. On June 2, 2010, Morgan's attorney served on respondent a motion to compel a response to the third request for production of documents and for an order directing inspection of the house that was the subject of the litigation. That motion was scheduled to be heard by the court on June 17, 2010.

32. On June 16, 2010, respondent withdrew from the representation of Plumb in the Morgan matter leaving Plumb unrepresented at the June 17 motion hearing.

33. Respondent's conduct violated Rules 1.1, 1.3, 1.4, 3.4(d), 1.16(d), and 8.4(d), MRPC.

THIRD COUNT

Party Posse Productions, LLC Matter

34. On January 5, 2009, Victor Feldberg and Jonathan Anderson, the principals in a company known as Party Posse Productions, LLC, hired respondent to represent them in connection with a Ramsey County Housing Court litigation claim against Global Connections Group, LLC, Moody Khan, and Shaz Khan arising out of a dispute over the leasing of Stargate Nightclub. Feldberg and Anderson paid respondent a $5,000 retainer which, pursuant to a written agreement, was deemed nonrefundable.

35. When respondent took over representation of Party Posse Productions, LLC from a different attorney that had been retained by Feldberg and Anderson, a petition for possession of commercial property had already been served and filed and a hearing on that petition had been scheduled for January 27, 2009.

36. Prior to the January 27 hearing, respondent convinced Feldberg and Anderson that the action for possession of commercial property should be dismissed and that, instead, a claim for monetary damages should be pursued against Global Connections Group, LLC, Moody Khan, Shaz Khan, Tim Knoblach, Mai Yang, and Skyline Entertainment, Inc.

37. On January 27, 2009, respondent entered into a new retainer agreement, this time with Party Posse Promotions, LLC as the sole client, in which he agreed to represent Party Posse Promotions in connection with the civil litigation against Global Connections Group, LLC, et. al. The retainer agreement recited and acknowledged the prior $5,000 nonrefundable retainer paid and also called for an additional one-third contingent fee to be paid over and above the $5,000, which was characterized as the minimum fee.

38. On February 8, 2009, respondent signed a summons and complaint intended to initiate litigation on behalf of Party Posse Promotions against Global Connections Group, LLC, Moody Khan, Shaz Khan, Tim Knoblach, Mai Yang, and Skyline Entertainment, Inc.

39. On April 30, 2009, respondent brought a motion on behalf of Party Posse Promotions seeking to have the proceeds of a sale of the property in question deposited with the court pending the outcome of the civil litigation. A hearing on that motion was set for May 14, 2009. On the day of the hearing, respondent voluntarily withdrew the motion.

40. On May 25, 2010, Wesley Graham, the attorney for defendants Global Connections Group, LLC, Moody Khan, Shaz Khan, Mai Yang, and Skyline Entertainment, Inc., served a request for admissions, interrogatories, and request for production of documents on respondent. Respondent did not forward these discovery requests to his clients nor did he provide a timely response to the discovery requests.

41. On July 1, 2010, Graham emailed respondent reminding him that the discovery requests were overdue.

42. On June 22, 2010, Graham served respondent with notices of taking the depositions of Feldberg and Anderson. The depositions were scheduled to be taken on July 14 and 15, 2010. Respondent did not inform Feldberg or Anderson of these notices.

43. When Feldberg failed to appear for his deposition on July 14, Graham emailed respondent reminding him of the deposition of Anderson set for the 15th. Respondent did not respond to this email or notify his clients of their scheduled depositions.

44. On July 27, 2010, Graham, on behalf of his clients, brought a motion for summary judgment based in large part on respondent's failure to comply with the discovery requests as outlined above. That same date Graham also brought a motion for leave to amend a counterclaim asserted by his clients against Feldberg and Anderson so as to allow the assertion of a claim for punitive damages against them. The motions were scheduled to be heard by the court on August 25, 2010.

45. Respondent failed to notify Feldberg and Anderson of the July 27 motions or the hearing date that had been set.

46. The hearing on the July 27 motions was rescheduled by the court for September 3, 2010, and then later rescheduled for September 2, 2010.

47. On June 24, 2009, the court issued a scheduling order requiring, among other things, that the parties to the matter arrange for mediation under Rule 114 of the General Rules of Practice. The court set a deadline of February 11, 2010, for completion of the mediation. By order dated February 4, 2010, the court extended the deadline to complete mediation to July 26, 2010.

48. Respondent did not cooperate in efforts to place the matter on for mediation.

49. On August 24, 2010, after investigation as to the status of the case and discovering that respondent had not kept them informed as to discovery requests and that a motion for summary judgment had been scheduled, Feldberg wrote to the court asking for a continuance of the September 2 hearing. In that letter Feldberg noted that

he had not been able to get a hold of respondent for at least two months; that he was unaware of the discovery requests that had been served upon respondent; and that he was unaware that his deposition had been scheduled.

50. On September 2, 2010, Feldberg and Anderson appeared in court for the hearing on the summary judgment motion. After explaining to the court the difficulties they had had with respondent, the judge continued the matter and encouraged the parties to discuss settlement.

51. In November 2010 the parties to the litigation stipulated to, among other things, mutual dismissals of their claims.

52. Respondent's conduct violated Rules 1.1, 1.3, 1.4, 3.2, 3.4(d), and 8.4(d), MRPC.

FOURTH COUNT

Rotenberg Matter

53. On June 12, 2008, Robert E. Heeter, M.D., D. Daniel Rotenberg, M.D., and Western Orthopaedics and Sports Medicine Consultants. P.A. (hereinafter, "the clients") retained respondent to represent them in a dispute with HealthLink Minnesota. The clients paid respondent $16,000 as an advance against fees to be earned during the representation. The retainer agreement entered into by the clients and respondent called for the advanced fees to be held in respondent's trust account until they were earned.

54. It is not known whether respondent deposited the advance fees paid to him into his trust account. It is, however, apparent that the advance fee payments are not currently on deposit in respondent's trust account.

55. Respondent never provided the clients with written notice of the time, amount, and the purpose of withdrawals from the funds that were to be held in trust nor did he provide the clients with an accounting of the funds that were to be held in trust.

56. Respondent failed to adequately communicate with the clients throughout 2010 until he was discharged by them in July. Despite numerous attempts by the clients to obtain information as to the status of their matter, respondent failed to keep the clients reasonably informed as to the status of the matter or respond to the clients' numerous requests for information.

57. Respondent's conduct violated Rules 1.1, 1.3, 1.4, and 1.15(b), MRPC.

FIFTH COUNT

Mary Redmann Matter

58. On November 28, 2009, Mary Redmann retained respondent for assistance in reviewing a conservatorship of Redmann's son to determine if a court action should be commenced. Redmann paid respondent an advance fee payment of $500 in cash, which, by written agreement, was considered nonrefundable. Respondent did not give Redmann countersigned receipts for the cash payments as required by Appendix 1 to the Minnesota Rules of Professional Conduct.

59. On March 17, 2010, Redmann and respondent entered into a new retainer agreement in which respondent agreed to represent Redmann in bringing a motion to have her son released from a group home so that he could live with Redmann. The retainer agreement called for the payment of a $3,000 nonrefundable flat fee with $2,000 due upon signing the agreement and an additional $1,000 to be paid prior to the filing of the motion. Redmann paid the $2,000 to respondent on March 18, 2010.

60. On May 19, 2010, respondent called Redmann and told her that he could not get her son out of the group home and that he would refund to her the fees she had paid. Respondent did not refund any fees to Redmann.

61. On June 9, 2010, respondent called Redmann and told her that a court date had been set on the motion to remove her son from the group home; that the date for the hearing was July 8, 2010, and that she was not to attend the hearing. He did not explain to her why he had brought such a motion after earlier telling her that he could not be successful in having her son removed from the group home.

62. On July 8, 2010, Redmann called the court to find out the outcome of the motion hearing and was told that no such hearing had been held or scheduled.

63. Since that time Redmann has called respondent numerous times to inquire about the status of her matter or to try to get a refund of the fees paid, but respondent has not returned her calls.

64. Respondent's conduct violated Rules 1.1, 1.3, 1.4, 1.5, and 8.4(c), MRPC.

SIXTH COUNT

Lakeview Hospital Matter

65. In 2008 Lakeview Hospital (Lakeview) retained respondent to file claims with the Department of Labor and Industry for underpaid patient medical claims in various workers' compensation matters. Lakeview paid respondent an advance fee payment of $10,000 for these services.

66. It is not known if respondent deposited the advance fee paid by Lakeview into his trust account, but it is apparent that respondent's trust account does not presently contain any funds held on behalf of Lakeview.

67. Pursuant to their agreement, Lakeview sent respondent approximately 20 claims to pursue.

68. Respondent failed to take any action in pursuit of Lakeview's claims and failed to adequately communicate with Lakeview regarding the status of the claims.

69. Lakeview discharged respondent as their counsel in 2010. Respondent has failed to refund to Lakeview the unearned portion of the $10,000 advance fee payment.

70. Respondent's conduct violated Rules 1.1, 1.3, 1.4, 1.15(b), 1.16(d), and 8.4(c), MRPC.

SEVENTH COUNT

Triemert Matter

71. In 2009 Jamie Triemert retained respondent to assist him in defending a claim for past due assessments owed to Townhouses of Pineview Estates Homeowners

Association (Pineview). Triemert had been served with a summons and complaint seeking judgment in favor of Pineview for the past due assessments in November 2009.

72. On December 28, 2009, respondent served an answer and counterclaim in response to the summons and complaint that had been served on Triemert by Pineview. The counterclaim asserted by respondent sought recovery of damages allegedly due to Triemert as the result of Pineview's alleged conversion of certain insurance proceeds.

73. Respondent never consulted with Triemert regarding the counterclaim and Triemert was unaware that it had been asserted.

74. On April 13, 2010, the attorney for Pineview notified respondent that she had scheduled a summary judgment motion hearing for July 29, 2010. That hearing was subsequently canceled and rescheduled for August 24, 2010.

75. On July 23, 2010, the attorney for Pineview served the summary judgment motion on respondent.

76. Respondent failed to notify Triemert of the summary judgment motion.

77. The summary judgment hearing was rescheduled for hearing on August 31, 2010. Respondent failed to attend that hearing on behalf of Triemert. Triemert did attend the hearing. At the hearing, Triemert explained that he had not heard from respondent for a while and told the court that he was not aware of the counterclaim respondent had asserted on his behalf and did not believe that Pineview owed him any money.

78. On September 20, 2010, judgment was entered against Triemert in favor of Pineview in the amount of $11,873.60. Triemert's counterclaim was dismissed with prejudice. Seven thousand thirty dollars and fifty cents of the $11,873.60 awarded in the judgment constituted an award of attorney's fees.

79. Respondent's conduct violated Rules 1.1, 1.2, 1.3, 1.4, 3.1, and 8.4(d), MRPC.

EIGHT COUNT

Failure to Cooperate

80. On July 27, 2010, the Director mailed to respondent a notice of investigation in the matter of the complaint of Charles Plumb. That notice instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Plumb complaint to the District Ethics Committee (DEC) member assigned to the investigation within 14 days. The notice of investigation with the attached complaint of Charles Plumb was mailed to respondent at 1265 Juno Avenue, St. Paul, MN - the address on file for respondent with the attorney registration office.

81. On August 16, 2010, Peter Stein, the DEC investigator assigned to investigate the Plumb complaint, wrote to respondent at the Juno Avenue address asking that he immediately forward his response to the July 27, 2010, notice of investigation and complaint.

82. On August 26, 2010, Peter Stein sent respondent a certified letter to the Juno Avenue address, again requesting an immediate response to the Plumb complaint and reminding respondent that failure to cooperate is a violation of Rule 25, RLPR. Receipt of the letter was signed for by an agent of respondent's at the Juno Avenue address.

83. Respondent has never submitted a written response to the Plumb complaint.

84. On August 3, 2010, the Director mailed to respondent a notice of investigation in the matter of the complaint of Mary Redmann. That notice instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Redmann complaint to the DEC member assigned to the investigation within 14 days. The notice of investigation with the attached complaint of Mary Redmann was mailed to respondent at 1265 Juno Avenue, St. Paul, MN - the address on file for respondent with the attorney registration office.

85. On August 25, 2010, Gail Stremel, the DEC investigator assigned to investigate the Redmann complaint, wrote to respondent at 1280 Davern Street, #101, St. Paul, MN, asking for an immediate response to that complaint.

86. Respondent has never submitted a written response to the Redmann complaint.

87. On August 9, 2010, the Director mailed to respondent a notice of investigation in the matter of the complaint of Daniel Rotenberg. That notice instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Rotenberg complaint to the DEC member assigned to the investigation within 14 days. The notice of investigation with the attached complaint of Daniel Rotenberg was mailed to respondent at 1265 Juno Avenue, St. Paul, MN - the address on file for respondent with the attorney registration office.

88. Respondent has failed to submit a written response to the Rotenberg complaint.

89. On September 1, 2010, the Director withdrew the Plumb, Redmann, and Rotenberg matters from the DEC.

90. On September 9, 2010, the Director mailed to respondent notices of investigation in the matter of the complaint involving the Party Posse Promotions, LLC and Jamie Triemert matters and the complaint of Victor Feldberg. The notices of investigation were mailed to respondent at the Davern Street address. Those notices instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Director regarding the Party Posse Promotions and Triemert matters and the complaint of Victor Feldberg within 14 days.

91. Respondent has failed to submit a written response to the notices of investigation pertaining to Party Posse Promotions and Triemert matters and the Victor Feldberg complaint.

92. On September 16, 2010, the Director mailed to respondent a notice of investigation in the matter of the complaint of Jonathan Anderson. The notice of

investigation was mailed to respondent at the Davern Street address. The notice instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Director regarding the complaint of Jonathan Anderson within 14 days.

93. Respondent has failed to submit a written response to the Jonathan Anderson complaint.

94. On October 15, 2010, the Director mailed to respondent a notice of investigation in the matter of the complaint of Veronica Peters. The notice of investigation was mailed to respondent at the Davern Street address. The notice instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Director regarding the complaint of Veronica Peters within 14 days.

95. Respondent has failed to submit a written response to the Veronica Peters complaint.

96. On December 1, 2010, the Director mailed to respondent a notice of investigation in the matter of the complaint of Phillips Phillips submitted on behalf of Lakeview Hospital. The notice of investigation was mailed to respondent at the Davern Street address. The notice instructed respondent that, pursuant to Rule 25, RLPR, and Rule 8.1(b), MRPC, he was to provide a written response to the Director regarding the complaint of Lakeview Hospital within 14 days.

97. Respondent has failed to submit a written response to the Lakeview Hospital complaint.

98. On September 7, 2010, a representative of the Director's Office spoke with respondent in an attempt to determine the status of his practice. During that conversation, respondent stated that he had been hospitalized for psychiatric problems, continued to have difficulties in practicing, and had about 15 to 20 active client matters. Arrangements were made for respondent to deliver his client files to the Director so that they could be returned to the clients to facilitate their retaining new counsel.

99. On September 10, 2010, respondent delivered seven client files to the Director for return to the clients.

100. On September 29, 2010, the Director wrote to respondent at the Davern Street address requesting an update as to his medical condition, enclosing medical authorizations for his signature, and asking for a written response to the complaints of Victor Feldberg, Jonathan Anderson, Charles Plumb, Mary Redmann, Daniel Rotenberg, and Judge Monahan (Party Posse Promotions, LLC and Triemert). That letter requested a response within two weeks.

101. On October 18, 2010, the Director wrote to respondent requesting a response to the Director's September 29 letter.

102. On October 20, 2010, respondent called the Director's Office and stated that he was then in inpatient treatment at Twin Town and anticipated being there for the next 30 days. During that conversation, respondent agreed he would sign medical authorizations if they were mailed to him at Twin Town.

103. On November 1, 2010, the Director mailed medical authorizations for signature to respondent at Twin Town. These were returned by the Post Office as undeliverable.

104. On December 9, 2010, the Director wrote to respondent at the Davern Street address again asking him to sign and return medical authorizations.

105. Respondent has not, as of the date of these charges, signed and returned the requested medical authorizations.

106. On January 13, 2011, the Director mailed to respondent charges of unprofessional conduct, notice of panel procedures, and notice of panel assignment (hereinafter collectively referred to as "the charges").

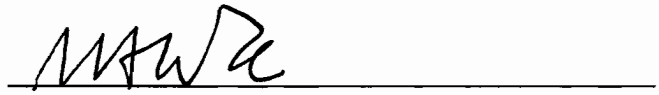
107. Pursuant to Rule 9(a), RLPR, respondent was required to, within 14 days, submit a written answer to the charges.

108. Respondent failed to submit a written answer to the charges.

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

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

Dated: February 1, 2011.



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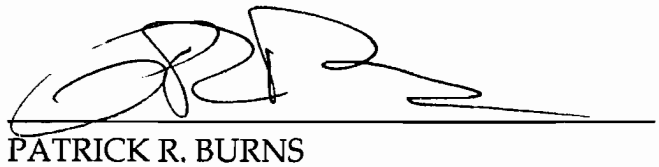

PATRICK R. BURNS
FIRST ASSISTANT DIRECTOR
Attorney No. 134004

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

Dated: February 4, 2011. Sheridan Hawley

SHERIDAN HAWLEY
PANEL CHAIR, LAWYERS PROFESSIONAL RESPONSIBILITY BOARD