

FILE NO. C0-00-1380

STATE OF MINNESOTA

IN SUPREME COURT

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In Re Petition for Disciplinary  
Action against STEVE C. SAMBORSKI,  
an Attorney at Law of the  
State of Minnesota.  
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**SUPPLEMENTARY PETITION  
FOR DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility, hereinafter Director, files this supplementary petition for disciplinary action pursuant to Rules 10(e) and 12(a), Rules on Lawyers Professional Responsibility (RLPR).

Respondent is currently the subject of an August 8, 2000, petition for disciplinary action. Respondent was temporarily suspended from the practice of law by this Court on August 24, 2000. The Director has received additional complaints from clients and others, and has investigated further allegations of unprofessional conduct against respondent.

The Director alleges that respondent has committed the following additional unprofessional conduct warranting disbarment:

EIGHTH COUNT

Keeler Matters

84. In late 1996 respondent began representing Jeffrey Keeler in a workers' compensation matter. At the time, Keeler was receiving workers' compensation benefits but was dissatisfied with some of the rehabilitation benefits denied by the insurer. Respondent did not enter into a written fee agreement with Keeler.

85. Respondent told Keeler that he was going to commence a bad faith action against the insurer for failure to pay benefits. Respondent drafted a summons and complaint then attempted to serve it on the insurer by mail without an admission of service.

86. When the insurer's counsel received the pleading, he informed respondent that the benefits dispute could be more appropriately dealt with through the workers' compensation system. Respondent never properly commenced the bad faith action against the insurer.

87. Between November 1996 and August 1997, Keeler paid respondent fees totaling \$33,000 for representation in the workers' compensation matter.

88. Minnesota Statute § 176.081, subd. 9, requires attorneys hired in workers' compensation matters to prepare a written retainer agreement for the employee's signature which specifies the fees to be paid to the attorney. The statute provides that "no fee shall be awarded pursuant to this section in the absence of a signed retainer agreement." Attorney fees are not due or paid until the issue for which the fee was incurred has been resolved. Minn. Stat. § 176.081, subd. 11. The statute further provides that an attorney who knowingly violates the workers' compensation statute's fee provisions is guilty of a gross misdemeanor. Minn. Stat. § 176.081, subd. 10.

89. In September 1999, Keeler, with respondent's advice, agreed to a permanent total disability settlement whereby the insurer agreed to pay Keeler \$150,000 and pay respondent the statutory maximum attorney fee of \$13,000. Respondent did not disclose in the stipulation submitted to the workers' compensation judge that he had already received fees totaling \$33,000 from Keeler.

90. The stipulation also recited that Keeler had been overpaid benefits by the insurer in the amount of \$185,000, effectively negating any claim against the insurer for bad faith refusal to pay benefits.

91. In October 1999, Keeler also retained respondent to bring an action against his psychologist. Keeler paid respondent a retainer of \$4,000. Respondent never commenced any action against the psychologist and took no action to prepare suit against the psychologist. Respondent has failed to communicate with Keeler concerning the matter.

92. On November 30, 1999, respondent received another \$5,000 via telephone transfer from Keeler. It is unclear whether these fees related to the workers' compensation matter or the purported suit against Keeler's psychologist. None of the funds received from Keeler were ever deposited into a trust account, nor did respondent ever provide Keeler with an accounting for the \$42,000 in fees paid in the workers' compensation and psychologist claims.

93. Respondent's conduct in the Keeler matters violated Rules 1.1, 1.3, 1.4, 1.5(a) and (b), 1.15(a), (b) and (c)(3), and 8.4(b) and (c), Minnesota Rules of Professional Conduct (MRPC), and Lawyers Professional Responsibility Board (LPRB) Opinion No. 15.

#### NINTH COUNT

##### Sarah Gordon Estate and Trust Matter

94. In 1991, respondent provided estate-planning services to Sarah Gordon. Specifically, respondent drafted a revocable living trust. Respondent also drafted a will, which provided for disposition of any Gordon assets not transferred to the trust prior to her death.

95. The Sarah Gordon Revocable Trust document drafted by respondent referred to "Schedule A" which was supposed to have identified certain assets and life insurance policies transferred to the trust. However, no Schedule A was ever prepared by respondent.

96. On July 15, 1991, respondent was present for and assisted in Gordon's execution of the trust and the will. Respondent failed to advise and assist Gordon with

the funding of the revocable trust. In 1994, Gordon died without any of her assets having been transferred to her revocable trust.

97. In 1994, Riva Gruenberg, who was Gordon's niece and also the trustee named in Gordon's revocable trust, contacted respondent. Respondent improperly advised Gruenberg that probate was not necessary to liquidate Gordon's accounts. In fact, because the accounts and certificates had not been transferred into the trust during Gordon's lifetime, her estate should have been probated in order to properly fund the trust.

98. Upon respondent's advice, Gruenberg began liquidating Gordon's accounts and certificates by providing a copy of the trust document to various financial institutions. Respondent then advised Gruenberg to make several specific bequests contained in Gordon's will and distribute the remainder in accordance with the terms of the trust. Later respondent advised Gruenberg that an informal probate of Gordon's estate was necessary.

99. Gruenberg also requested advice concerning a possible claim by Gordon's estate against M. Percansky who had allegedly defrauded Gordon of \$15,000 shortly before her death. Respondent improperly advised Gruenberg that such a claim could be brought without probating Gordon's estate.

100. Between August 1994 and September 1998, respondent had Gruenberg pay respondent the following amounts from Gordon's funds for services that were not performed:

<u>Month</u>	<u>Services</u>	<u>Amount</u>
08/94	Initial fee	\$ 3,500
02/95	Pers Services Claim by Percansky agst Estate	\$ 7,000
03/95	Processing	\$ 600
04/95	Filing & Serving (Percansky claim)	\$ 1,500
05/95	Est Legal Fees (Percansky claim)	\$ 4,000
06/95	Deposition (Percansky claim)	\$10,000
10/95	Discovery (Percansky claim)	\$ 5,100
09/98	Letters of Testamentary (sic)	\$ 1,000
09/98	Letters of Testamentary (sic)	<u>\$ 2,800</u>
	<b>Total Paid</b>	<b>\$35,500</b>

The amounts billed by respondent were fraudulent. No probate was ever initiated by respondent. In addition, no personal services claim was ever made by Percansky, nor did respondent ever commence an action against Percansky to recover the \$15,000.

101. Respondent engaged in further fraudulent actions to conceal his fraud from Gruenberg and her niece, Shelley Lazarus, who is an Ohio lawyer. Respondent falsely advised Gruenberg and Lazarus that an action had been commenced in 1996. Respondent provided Gruenberg with a completed Application for Informal Probate in the Sarah Gordon Estate, which he never filed. Respondent also provided Gruenberg with a completed but unexecuted Acceptance of Appointment as Personal Representative that was never filed.

102. In late 1999, Lazarus wrote respondent concerning his lack of diligence in pursuing the fraud claim against Percansky. Respondent falsely represented to Gruenberg and Lazarus that Percansky had signed a confession of judgment in favor of the estate. When Lazarus insisted on seeing a copy, respondent sent her an unsigned confession of judgment. In fact, no claim had ever been commenced against Percansky and consequently no confession of judgment had ever been signed.

103. Respondent has not made any restitution to the Sarah Gordon Estate or Riva Gruenberg for amounts fraudulently billed and collected.

104. Respondent's conduct in the Sarah Gordon matter violated Rules 1.1, 1.3, 1.4, 1.5(a), 4.1, and 8.4(b) and (c), MRPC.

#### TENTH COUNT

##### Aronson Medical Assistance Matter

105. In 1995, Ramona Ranstrom retained respondent to handle a medical assistance matter involving her mother Hattie Aronson. At the time Aronson was in a nursing home and receiving medical assistance benefits which were being administered by Brown County. Aronson had just received a \$10,000 bequest from her deceased

sister. Ranstrom retained respondent for advice and counsel concerning whether any portion of the \$10,000 could be retained by Aronson for her own personal use.

106. Respondent improperly advised Ranstrom to hold the \$10,000 in an account belonging to one of Ranstrom's children. Respondent then informed Ranstrom the funds could be legally shielded from medical assistance by creating a trust for Aronson. In 1996, respondent drafted a trust and had Ranstrom open a checking account in the name of the trust. The \$10,000 inheritance was then deposited into the trust checking account. Ranstrom paid respondent fees from the trust checking account totaling \$4,785 between April 1995 and March 1996.

107. Over the next two years respondent falsely told Ranstrom that he was negotiating with Brown County over how much of the \$10,000 could be retained by Aronson. In March 1999, after Aronson had died, respondent falsely told Ranstrom that he needed \$1,500 from the trust to cover the cost of an arbitration proceeding with Brown County. Ranstrom issued respondent a \$1,500 check drawn against the trust checking account on April 1, 1999. In fact, respondent never had any contact with Brown County concerning Aronson's medical assistance benefits or the \$10,000 inheritance. Respondent was also paid \$472 from the trust checking for his fees relating to the purported arbitration. Altogether, respondent received \$6,757 from Aronson's \$10,000 inheritance.

108. Respondent's conduct in the Aronson matter violated Rules 1.1, 1.3, 1.4, 1.5(a) and (b), 4.1, and 8.4(c), MRPC.

#### ELEVENTH COUNT

##### Carlson Matter

109. In October 1998, Eric Carlson retained respondent to represent him in his divorce. Respondent quoted Carlson a fee of \$36,000 for the divorce. Over the next couple of months Carlson paid respondent the \$36,000 fee in multiple payments. There was no written fee agreement and respondent did not deposit any of the funds into a

trust account. Carlson has never received an accounting or billing statement evidencing the services performed by respondent for the \$36,000.

110. At one point during the representation, respondent asked Carlson for \$2,500 for a private investigator. When Carlson reminded respondent that investigator fees were to have been included in the \$36,000 fee, respondent stated there must have been some mistake. Carlson paid respondent \$500 and respondent agreed to pay the remainder of the purported investigator fee from the \$36,000 retainer. Carlson never received any accounting or billing for the investigation fees and never saw any reports or other evidence of investigative services during his divorce.

111. One of the last payments by Carlson to respondent was a \$4,400 check drawn on Carlson's Visa account in November or December 1998. After issuing the check to respondent, Carlson recalled that his ex-wife had already taken a \$4,750 cash advance against the card. Carlson gave respondent \$600 cash and asked him to hold the \$4,400 check until he could apply for another credit card against which he could issue respondent a new check. Respondent agreed.

112. Carlson then obtained a new credit card and issued respondent a check for \$3,800 (\$4,400 less the \$600 cash payment). When Carlson received his monthly credit card statements, he determined that respondent had negotiated both checks. Carlson immediately contacted respondent who claimed to have cashed one of the checks in error.

113. Over the next 15 months respondent misrepresented to Carlson that he had repaid the \$4,400 to Carlson's credit card issuer. When the \$4,400 debt continued to appear on Carlson's credit reports, Carlson told his credit card issuer that respondent had already paid this debt.

114. In March 2000, the credit card issuer called respondent and requested proof of his purported payment of the \$4,400 amount. Respondent stated he would fax a copy of the canceled check. After receiving nothing from respondent, the issuer again

contacted respondent, who stated he would fax a copy of the deposit slip because he could not find the canceled check. When the deposit slip was received, the issuer was unable to confirm the deposit with respondent's bank.

115. On April 17, 2000, the issuer again contacted respondent. Respondent claimed he could not find a record of the check purportedly issued a year earlier. Respondent offered to send a replacement check and provided the issuer with a tracking number for overnight delivery of the check. The issuer was unable to find any record of the tracking number with the delivery service identified.

116. On April 20, 2000, the issuer received a letter and a check for \$4,500 from respondent by mail. The check was drawn on the account of the Women's American Football League (WAFL) at First Minnesota Bank and was signed by respondent. On May 11, 2000, the WAFL check was returned for insufficient funds.

117. On May 19, 2000, respondent forwarded another \$4,500 check to the credit card issuer. This check was a counter check drawn on the Beacon Bank in Shorewood, Minnesota. Respondent had handwritten the name "WAFL" on the check and had also written his Minnetonka post office box address on the check. When the card issuer called Beacon Bank, it was informed the account was closed.

118. After avoiding calls for two weeks, respondent asked the issuer for instructions about how to wire funds to the issuer through Western Union. Despite receiving the instructions, respondent wired no funds.

119. On June 9, 2000, respondent offered to pay the \$4,500 amount by credit card. Respondent provided the issuer with a credit card account number that was invalid.

120. After becoming frustrated with respondent's failure to pay his credit card debt, Carlson paid the \$4,400 amount to avoid having the debt continue to appear on his credit report. Respondent has not made any restitution to Carlson.

121. Respondent's conduct in the Carlson matter violated Rules 1.4, 1.5(a) and (b), 1.15(a), (b) and (c)(3), 4.1, and 8.4(b) and (c), MRPC, and LPRB Opinion No. 15.

#### TWELFTH COUNT

##### Groven Matters

122. In September 1997 Kathy Groven retained respondent to represent her in claims arising out of a car accident which had occurred in February 1996. Groven's boyfriend, Jeffrey Keeler, paid respondent a \$15,000 retainer. Respondent did not deposit the retainer into a trust account and did not enter into a written fee agreement with Groven or Keeler.

123. Prior to September 1997, the driver of the US West vehicle struck by Groven's car had made a personal injury claim against Groven and her insurer claiming Groven was at fault in the accident. Groven's insurer, State Farm, had hired counsel to defend Groven.

124. Respondent took no action to investigate or prosecute any claims on Groven's behalf. Respondent had no contact with Groven's insurance defense counsel during the discovery stage of the case against Groven. In February 2000, Groven's insurance defense counsel wrote respondent offering him a copy of Groven's deposition and any other information necessary to prosecute Groven's personal injury claim. Respondent did not respond.

125. Since 1997 respondent has taken no action to prosecute Groven's personal injury action. Groven has consulted another personal injury lawyer who informed her she never had a viable personal injury action. Respondent has not provided Groven or Keeler with an accounting for the \$15,000 retainer, nor has he honored Groven's requests to return her client file.

126. In November 1999, Groven also retained respondent to represent her in a fraud claim against her daughter and TCF bank involving unauthorized checks written on Groven's checking account. Groven paid respondent \$560 as a retainer. Respondent

did not enter into a written fee agreement with Groven and did not deposit the \$560 retainer into a trust account.

127. Respondent took no action to investigate or prosecute any claims against Groven's daughter or TCF. Respondent has not provided Groven with an accounting for the \$560 retainer, nor has he returned her file and documents despite Groven's request to do so.

128. Respondent's conduct in the Groven representations violated Rules 1.1, 1.3, 1.4, 1.5(a) and (b), 1.15(a), (b) and (c)(3), 1.16(d), and 8.4 (c), MRPC, and LPRB Opinions 13 and 15.

### THIRTEENTH COUNT

#### Glen Anderson Matter

129. In May 1998 Glen Anderson retained respondent to represent him in an ongoing workers' compensation matter involving a work injury that occurred on October 2, 1995. Respondent told Anderson he would represent him but that he would need to be paid \$5,000 up front. Anderson paid respondent \$5,000 for the representation. There was no written fee agreement.

130. Pursuant to Minn. Stat. § 176.081, subd. 9, attorneys hired to represent workers' compensation claimants are required to prepare a written retainer agreement for the employee's signature which specifies the fees to be paid to the attorney. The statute provides that "no fee shall be awarded pursuant to this section in the absence of a signed retainer agreement." Attorney fees are not due or paid until the issue for which the fee was incurred has been resolved. Minn. Stat. § 176.081, subd. 11.

131. The statute further provides that an attorney who knowingly violates the workers' compensation statute's fee provisions is guilty of a gross misdemeanor. Minn. Stat. § 176.081, subd. 10.

132. Respondent failed to diligently pursue Anderson's workers' compensation claim. Respondent failed to file a notice of appearance or any other documents with the department and never contacted the insurer, Western National. Respondent failed to perform any legal services for Anderson.

133. In September of 1998 respondent contacted Anderson and told him that respondent needed \$3,000 for a neurological surgeon to testify on his behalf. Anderson paid respondent the \$3,000. Respondent never retained a neurological surgeon or any other doctor.

134. In May 1999 respondent told Anderson that he needed \$500 for a court reporter. Anderson paid respondent the \$500. No court reporter was ever hired by respondent.

135. Respondent failed to keep Anderson adequately advised as to the status of his legal matters. Anderson attempted to contact respondent many times without success. In addition, respondent's office and cell phone numbers were disconnected without notice to Anderson. Anderson then contacted respondent's home number and talked with respondent's wife, who gave Anderson another cell phone number. Anderson left several messages asking respondent to call him but respondent failed to respond.

136. Respondent's conduct in the Anderson matter violated Rules 1.3, 1.4, 1.5(a) and (b), 1.15(a), 4.1, and 8.4(b) and (c), MRPC, and LPRB Opinion 15.

#### FOURTEENTH COUNT

##### Melvin Kahnk Matter

137. On or about November 30, 1997, Melvin Kahnk retained respondent to represent him in his divorce. Respondent did not enter into a written retainer agreement with Kahnk for the divorce representation.

138. Payments were made to respondent from the date of the initial representation. Between November 30, 1997, and December 1, 1999, Kahnk paid respondent \$27,305 as follows:

Check Number	Date	Amount
1230	11-30-97	\$1,000
1231	12-5-97	14,000
cash	12-17-97	5,000 (expert witness)
1053	8-14-98	1,200
1062	9-4-98	300 (court reporting fee)
1151	3-15-99	805
1394	12-1-99	<u>5,000</u>
<b>TOTAL:</b>		<b>\$27,305</b>

139. Some payments respondent requested were purportedly for specific expenses (i.e., \$5,000 to retain a handwriting expert and \$300 for deposition reporting fees). Respondent's statements regarding the reason for the additional fees were false and misleading. In fact, respondent never retained an expert nor did he conduct or attend any depositions.

140. Despite repeated requests, respondent has failed to provide Kahnk or his new attorney with an accounting or bill itemizing his time and costs incurred during the Kahnk representation. Despite repeated written requests by Kahnk's new attorney, respondent has failed to return Kahnk's file.

141. Respondent neglected Kahnk's divorce action. Although respondent purportedly represented Kahnk for over two years, the district court file reflects that only one pleading was ever filed by respondent.

142. Respondent failed to keep Kahnk adequately informed as to the status of his legal matter and as to the status of settlement negotiations. Respondent failed to convey written settlement proposals made by Kahnk's ex-wife's attorney in summer 1998 to Kahnk until November 1999.

143. On or about December 1, 1999, respondent advised Kahnk that the marital termination agreement required Kahnk to pay his ex-wife \$37,000 and that \$10,000 was to be paid immediately. Kahnk paid respondent \$5,000 and respondent told Kahnk that the other \$5,000 would be paid from the balance of Kahnk's retainer fees purportedly in respondent's possession. Respondent was supposed to have forwarded the \$10,000 to opposing counsel prior to the refinancing closing on the marital home. Shortly before the closing, Kahnk discovered that respondent had not paid the \$10,000 to opposing counsel. Kahnk also discovered that the \$10,000 payment prior to the closing was not a condition or requirement of the marital termination agreement.

144. Kahnk recently discovered that respondent failed to pay the Hennepin County District Court civil filing fee and other costs associated with the litigation, including the \$300 mediation fee. The mediation fees, which have been outstanding since February 1999, have not yet been paid despite almost monthly reminders to respondent from the mediator's office and several letters from opposing counsel regarding respondent's agreement to pay the mediation fee.

145. Respondent's conduct in the Kahnk matter violated Rules 1.1, 1.3, 1.4, 1.5(a) and (b), 1.15(a), (b) and (c)(3), 1.16(d), 4.1 and 8.4(c) and (d), MRPC, and LPRB Opinions 13 and 15.

#### FIFTEENTH COUNT

##### Terrance Korthof Matter

146. On July 3, 1997, Terrance Korthof hired respondent to represent him in his ongoing dissolution matter. Korthof paid respondent \$6,000 for the representation, which included \$1,200 for a new trial motion and \$4,800 for an appeal to the Minnesota Court of Appeals. There was no written fee agreement. Korthof later paid respondent \$2,370 for a transcript and court costs. No transcript was ever purchased by respondent.

147. Respondent served a motion for new trial on July 9, 1997. The motion did not include any supporting documents. Just before the October 27, 1997, hearing, respondent served a memorandum of law supporting his motion on opposing counsel and the court. Because the memorandum was not timely served, however, the court refused to receive the memorandum. Respondent's new trial motion was thus not supported by any argument. On January 14, 1998, the court denied respondent's unsupported motion for new trial.

148. On February 11, 1998, opposing counsel served respondent with a Notice of Entry and Filing of Documents which stated that its purpose was to "limit the time for appeal and other post-judgment relief pursuant to the Minn. Rules of Civil Procedure and the Minnesota Rules of Civil Appellate Procedure."

149. Respondent failed to file an appeal with the Court of Appeals until April 15, 1998. In its April 16, 1998, notice of case filing, the clerk of appellate courts noted that respondent failed to file a certified copy of the January 15, 1998, judgment from which the appeal was taken and also failed to file an affidavit of service for the notice of appeal on the trial court administrator. The clerk directed that these deficiencies be remedied within 10 days. When respondent failed to comply, the court issued another order, requiring respondent to cure the deficiencies no later than May 18, 1998, and warned that the failure to comply could result in sanctions, including the dismissal of the appeal.

150. On May 21, 1998, the court issued an order requiring the parties to brief the issue of whether respondent's appeal was timely filed. This order required respondent to file a completed certificate as to transcript. Respondent submitted a memorandum and affidavit arguing that the brief was timely because, "[t]o the best of [his] recollection, [he] never received the adverse notice of the entry [of judgment served by opposing counsel]."

151. Respondent's appeal was dismissed on June 9, 1998. In its order, the court noted that the right to appeal had expired on March 16, 1998, 30 days before respondent had filed the appeal.

152. Respondent did not tell Korthof that the appeal had been dismissed. Instead, respondent falsely told Korthof that opposing counsel had defaulted at the appellate court, that the matter had been remanded to the district court, and that respondent was pursuing a change of venue from Wright to Carver County. Respondent later falsely told Korthof that they had been successful at the Court of Appeals, that Korthof had "won" and that they were then just waiting for final papers to be filed. Respondent's statements were false. Korthof did not learn that his appeal had been dismissed until October 1999, after he retained another attorney.

153. During the representation, respondent also falsely told Korthof that dissolution trial counsel had agreed to reimburse \$10,000 of the attorney's fees charged for the trial. In fact, respondent had only demanded a refund and Korthof's trial counsel had refused to make any refund.

154. Korthof and his second wife also retained respondent to draft an estate plan, a revocable trust, and a will for each of them. They paid respondent a total of \$3,700 for the estate planning work. There was no written fee agreement. Respondent failed to keep Korthof and his wife adequately informed as to the status of their estate planning matters.

155. Respondent's conduct in the Korthof matter violated Rules 1.1, 1.3, 1.4, 1.5(a) and (b), 4.1 and 8.4(c), MRPC.

#### SIXTEENTH COUNT

##### Wold Matter

156. In late 1996, Rollin and Rose Wold met with respondent concerning a legal malpractice claim against their former attorney. Respondent advised the Wolds that he

would handle their claim if they paid him a \$10,000 retainer. The Wolds declined and paid respondent \$994 for his advice.

157. In May 1997, respondent called the Wolds and offered to handle the malpractice claim for \$5,000. The Wolds accepted and paid respondent \$5,000. Respondent did not enter into a written fee agreement with the Wolds and did not deposit the \$5,000 into a trust account.

158. In April 1998, respondent falsely told the Wolds he needed \$2,000 for depositions in the malpractice matter. In fact, respondent had not commenced suit and his only contact with the Wolds' former attorney had been a January 1998 phone conversation.

159. Respondent never commenced the action against the Wolds' former attorney and no depositions were ever taken. Respondent has not provided an accounting for the \$7,000 in fees paid by the Wolds.

160. Beginning in late 1998, the Wolds requested that respondent return their file and refund the \$7,000 in fees. The Wolds made another similar request in 1999 and filed this ethics complaint in July 2000. Respondent has failed to return their file or refund any of the fees.

161. Respondent's conduct in the Wold matter violated Rules 1.3, 1.4, 1.5(a) and (b), 1.15(b) and (c)(3), 4.1, and 8.4(c), MRPC, and Opinion 15, LPRB.

#### SEVENTEENTH COUNT

##### John Grandson Matter

162. On or about April 28, 1998, John and Sarah Grandson hired respondent to represent them in an action regarding septic system and roof problems they were having with a home purchased in 1996. Respondent agreed to pursue an action against the real estate agent, the former owner of the house, and the contractor who conducted an inspection before the Grandsons purchased the home. Respondent agreed to

represent the Grandsons for \$2,000, with \$1,000 paid immediately and the balance to be paid later. There was no written retainer agreement. Upon information and belief, respondent did not deposit the money into a trust account.

163. Between April 29, 1998, and November 14, 1998, the Grandsons paid respondent a total of \$1,600 for fees and costs to pursue the litigation. Respondent failed to provide written receipts for the payments and failed to furnish any billing statements to the Grandsons.

164. Respondent made false and misleading statements to the Grandsons concerning the status of their case. Respondent supplied Mr. Grandson with a "Certificate of Service" which falsely stated that the former owners and the real estate agent had been served on May 5 and May 10, 1999, respectively, and that the inspection company had been served on August 14, 1999. No such service had been made and no lawsuit had been filed with the St. Louis County District Court.

165. Respondent also misrepresented to the Grandsons that the insurance company representing the contractors was willing to settle the dispute and that a check was "in the mail." Respondent also told the Grandsons that he was going to "obtain a motion date" and that he was going to "take depositions within a week or two," when in fact the lawsuit has never been served.

166. Respondent has retained possession of documents, photographs, and other pieces of evidence to be used in the anticipated litigation against the defendants. The Grandsons have tried, but have been unable to obtain, the return of their materials from respondent.

167. Respondent's conduct in the Grandson matter violated Rules 1.3, 1.4, 1.5(a) and (b), 1.15(a), (b) and (c), 1.16(d), 4.1, and 8.4(c), MRPC, and LPRB Opinions 13 and 15.

## EIGHTEENTH COUNT

### Mark Weber Matter

168. In May of 1997, Mark Weber hired respondent to represent him with respect to a failed real estate transaction. Weber paid respondent \$5,000 to handle the matter. There was no written retainer agreement. Weber agreed to pay respondent one-half of the fee up front and the rest upon the resolution of the matter. Weber mailed respondent a check for \$2,500, which respondent promptly cashed and did not deposit into a trust account.

169. Respondent failed to take action on the Weber claim. After Weber repeatedly contacted respondent for status updates, respondent falsely stated that a lawsuit had been initiated in Marshall, Minnesota, against the putative purchaser of the home. Respondent later falsely told Weber that a judgment had been obtained against the purchaser and that garnishment proceedings would be pursued. Respondent, however, has failed to provide Weber with any documentation or evidence that a lawsuit was ever served and filed or that a judgment was obtained.

170. Respondent's conduct in the Weber matter violated Rules 1.3, 1.4, 1.5(a) and (b), 4.1 and 8.4(c), MRPC, and LPRB Opinion 15.

## NINETEENTH COUNT

### Jackie Foss Matter

171. In fall 1997, Jackie Foss retained respondent to collect a debt of approximately \$60,000. Respondent agreed to recover the money through a lien against the debtor's home or through a confession of judgment and written payment agreement with the debtor. Foss paid respondent \$7,000 in fees and \$264 for "filing fees." There was no written retainer agreement, and upon information and belief, the money was not deposited into a trust account.

172. In August 1998 Foss requested respondent's services in patenting a cell phone. Respondent's quoted fee was too high and Foss declined to retain him. A short

time later, respondent offered to be a partner with Foss in the cell phone patent, along with an unnamed third person who would do the “drawing” of the cell phone idea. The offer to act as a financial partner with Foss was conditioned upon Foss’ payment of \$1,000 to respondent. Foss and respondent also verbally agreed that any earnings on the idea would be split 50 percent to Foss and 50 percent to respondent and the third person.

173. Respondent stated that he would draft a written agreement reflecting the parties’ understanding, but that he wanted the \$1,000 from Foss up front. Foss paid respondent \$1,000. Despite frequent requests for a copy of the agreement reflecting the arrangement, respondent failed to provide Foss with any documents.

174. Respondent did not fully disclose, either orally or in writing, the transaction and terms on which he was acquiring an ownership interest in Foss’ cell phone idea. Foss was not given a reasonable opportunity to seek the advice of independent counsel and never agreed in writing to respondent’s acquiring a financial interest in her cell phone business venture.

175. Respondent failed to keep Foss adequately informed as to the status of her cell phone patent matter. Foss repeatedly asked for copies of the drawings done on the cell phone idea. Respondent promised to provide them, but failed to do so. When Foss asked for status updates of the patent, respondent stated that he had contacts with Air Touch Cellular which would take care of the patent if they were interested. This was contrary to Foss’ understanding that respondent would first patent the idea and then market it.

176. Respondent also failed to keep Foss adequately informed as to the status of her collection matter. Respondent told Foss that he had obtained a confession of judgment and a written payment agreement with the debtor. Despite her frequent requests for a copy of the confession of judgment, respondent failed to furnish any correspondence, documents or paperwork to Foss. Respondent told Foss the payment

agreement with the debtor required a \$300 monthly payment to Foss and authorized Foss to review the debtor's finances to determine whether the payments should be increased.

177. Foss has received payments totaling \$3,500 from the debtor through a combination of payments to her including cashier's checks, cash, and payroll deductions. The debt owed to Foss by the debtor, together with interest accrued, less payments made, now totals approximately \$63,500.

178. Respondent's conduct in the Foss matter violated Rules 1.3, 1.4, 1.5(a) and (b), 1.8(a) (1998), and 1.15(a), (b) and (c), MRPC, and LPRB Opinion 15.

TWENTIETH COUNT

Robert B. Parrott Matter

179. On or about June 22, 1996, Robert Parrott hired respondent to represent him in a collection matter to collect a \$9,000 debt. Parrott paid respondent a total of \$2,932 in costs and fees for the representation. A portion of the money paid was specifically for "filing fees." There was no written fee agreement and upon information and belief, the money was not deposited into a trust account.

180. Respondent failed to keep Parrott reasonably informed as to the status of his legal matter and failed to provide copies of pleadings and correspondence to Parrott. To date, Parrott has received no documentation or other evidence indicating that respondent undertook any action on his behalf. There is no evidence indicating that a lawsuit was ever filed.

181. Respondent later requested additional money from Parrott to hire an investigator to locate the debtor. Parrott declined to pay respondent any additional money. Respondent then indicated that he would call on a favor of an investigator friend and try to locate the debtor and obtain Parrott's money for him.

182. Respondent has retained all of Parrott's original documentation which establishes a debt is owed to him, including a check register, check carbons, and a receipt from the debtor acknowledging that the debt is owed to Parrott and indicating the debtor's agreement to repay it. Parrott has attempted to contact respondent to obtain the return of his file materials but was unable to locate him as respondent's phone was disconnected and no forwarding number was available. Respondent failed to inform Parrott that he was moving to a different office or advise him of a new telephone number where he could be reached.

183. Respondent's conduct violated Rules 1.3, 1.4, 1.5(a) and (b), 1.15(a) and (c)(3), and 1.16(d), MRPC, and LPRB Opinions 13 and 15.

#### TWENTY-FIRST COUNT

##### Erin Masser Matter

184. On October 14, 1998, Erin Masser retained respondent to represent her in a lawsuit against the University of Minnesota. Masser paid respondent a total of \$4,632 in fees and costs. Masser believes she signed a written retainer agreement, but respondent has failed to provide a copy to Masser despite her repeated requests. Respondent has also failed to provide a copy of a signed retainer agreement to the Director.

185. Respondent later requested additional money from Masser "for depositions." Masser refused to pay additional money to him and reminded respondent of their original fee agreement. Several months after the request for additional money "for depositions," respondent admitted to Masser that he did not take any depositions.

186. Respondent failed to keep Masser reasonably informed as to the status of her legal matter. Despite her frequent requests for information and status updates, respondent failed to keep her advised or to timely provide Masser with copies of written correspondence or pleadings and other documents.

187. Masser finally met with respondent on November 2, 1999, to discuss the progress made on the case against the University. Before the meeting, Masser requested a copy of her file, including the retainer, so that she could review them before the meeting. She received only a portion of the materials she originally gave to respondent.

188. Following their November 2, 1999, meeting, Masser requested a full refund of the money she had paid to him. Respondent initially resisted the request but then agreed to pay Masser back the full amount she had paid to him. Since that date, respondent has made numerous promises to repay Masser but has failed to do so.

189. Despite Masser's repeated requests for the return of all documents and other materials, respondent has failed to return her original file materials to her.

190. Respondent's conduct in the Masser matter violated Rules 1.3, 1.4, 1.5(a), (b) and (c), 1.16(d), 4.1, and 8.4(c), MRPC, and LPRB Opinions 13 and 15.

#### TWENTY-SECOND COUNT

##### Larry and Shawn Trombley Matter

191. In April 1994 Larry and Shawn Trombley retained respondent to represent them with respect to problems they were experiencing with their landlord and the rental management company. The Trombleys paid respondent a total of \$7,234.50 in fees and costs. There was no written retainer agreement and upon information and belief, the money was not deposited in a trust account.

192. The Trombleys were sued in conciliation court by the landlord. The matter was then dismissed by agreement of the parties in the conciliation court because respondent indicated that he was going to bring a district court action. Respondent did serve a summons and complaint on the owner of the property and on the management company. The property owner and the management company answered and counterclaimed and the case was diverted to mandatory alternative dispute resolution.

193. The parties participated in non-binding arbitration, which was decided against the Trombleys in the amount of \$3,270.48. The management company and the property owner then served and filed the award on February 27, 1996. Respondent apparently attempted to appeal from the arbitrator's decision by faxing an appeal on March 23, 1996, or after the appeal period had expired. On March 26, 1996, the court adopted the arbitrator's award, and the district court administrator entered the judgment on April 2, 1996.

194. Respondent failed to make a motion to vacate the judgment or otherwise overturn the decision. Respondent, however, told the Trombleys that he was going to appeal from the decision and let them know about a date for the motion.

195. Despite repeated requests for status updates and return of their records, respondent failed to keep the Trombleys adequately informed as to the status of their legal matters. Respondent failed to provide any correspondence or documents to the Trombleys, forcing them to obtain copies from the district court file.

196. In May 1999 respondent told the Trombleys that they had "won" their lawsuit and that they "needed to be patient" and wait to receive the money from the defendants. This statement was false. No appeal had been taken from the judgment entered on April 2, 1996.

197. Respondent's conduct in the Trombley matter violated Rules 1.1, 1.3, 1.4, 1.5(a) and (b), 4.1, and 8.4(c), MRPC, and LPRB Opinion 15.

#### TWENTY-THIRD COUNT

##### Vinnik Matter

198. In 1996 Semyon Vinnik retained respondent to represent him in a claim related to his home. Vinnik paid respondent a \$3,000 retainer. There was no written fee agreement between Vinnik and respondent. Upon information and belief, the money was not deposited into a trust account.

199. Respondent failed to keep Vinnik apprised of the status of his claim. Respondent failed to honor Vinnik's requests to review his client file so Vinnik could determine respondent's progress on the matter. Respondent failed to take any action to advance or prosecute Vinnik's claim.

200. Respondent has not provided Vinnik with an accounting for the \$3,000 retainer. Vinnik has been unable to contact respondent since 1998.

201. Respondent's conduct in the Vinnik matter violated Rules 1.3, 1.4, 1.5(a) and (b), and 1.15(a), (b) and (c), MRPC, and LPRB Opinion 15.

#### TWENTY-FOURTH COUNT

##### Reger Matter

202. Beginning in 1996, respondent rented office space from John Reger and his business, Design Center, Inc. In November 1996, Design Center retained respondent to handle a collection matter against Air Plus Limited. Respondent agreed to handle the matter for a flat fee of \$1,800. Design Center made \$900 payments to respondent in November and December 1996.

203. Respondent failed to apprise Reger of the status of the collection matter against Air Plus Limited. Reger has not been provided with any evidence of legal services being performed on the collection matter.

204. In October 1999 and February 2000, Reger wrote respondent requesting the return of his retainer and his documents concerning the Air Plus Limited collection matter. Respondent has failed to respond and has not refunded any of the \$1,800 retainer.

205. Beginning in 1998, respondent issued the following dishonored checks to Design Center in payment of his office rent:

<u>Date</u>	<u>Account</u>	<u>Amount</u>	<u>Reason</u>
03/11/98	Merrill Lynch CMA	\$ 331.95	NSF
04/07/98	Merrill Lynch CMA	\$ 383.28	NSF
06/18/98	Merrill Lynch CMA	\$ 315.42	Acct Closed
07/31/98	Merrill Lynch CMA	\$ 305.44	Acct Closed
09/29/98	Merrill Lynch CMA	\$ 2,081.56	Acct Closed
02/22/99	Denise Samborski	\$ 2,000.00	Stop Pymt

Respondent has not made restitution for these checks and owed \$4,437 in unpaid rent to Design Center as of April 2000.

206. Respondent's conduct in the Design Center (Reger) matter violated Rules 1.3, 1.4, and 8.4(b) and (c), MRPC.

#### TWENTY-FIFTH COUNT

##### Scott Schultz Matter

207. On June 15, 1998, Scott Schultz retained respondent to represent him in a real property dispute. Schultz eventually paid respondent a total of \$7,000 in fees and costs. Upon information and belief, the money was not deposited into a trust account. There was no written retainer agreement and respondent has failed to provide any billing statements or other receipts for fees paid to him and the time allegedly spent on the file.

208. Respondent failed to keep Schultz reasonably informed as to the status of his legal matter. Despite frequent requests for status updates, respondent failed to respond to Schultz's requests for information and failed to provide copies of correspondence and pleadings.

209. Due to frustration with respondent's lack of communication, Schultz retained another attorney to represent him and to also secure a refund of the fees paid to respondent. Respondent told Schultz's new counsel that he would refund \$1,000 to Schultz. Respondent has failed, however, to do so.

210. On or about April 27, 2000, Schultz obtained a conciliation court judgment against respondent for \$2,030. Respondent has failed to make any payments to Schultz or to otherwise satisfy the judgment against him.

211. Respondent's conduct in the Schultz matter violated Rules 1.3, 1.4, 1.5(a) and (b), and 8.4(d), MRPC, and LPRB Opinion 15.

#### TWENTY-SIXTH COUNT

##### Non-Cooperation

212. Respondent has failed to cooperate with the Director's investigation of complaints filed against him as indicated below.

213. Melvin Kahnk Matter. On August 25, 2000, the Director forwarded a notice of investigation to respondent. Respondent's response was due within 14 days, or not later than September 8, 2000. No response has been received.

214. Terrance Korthof Matter. On March 17, 2000, the Director sent a notice of investigation to respondent by regular and certified mail. Because respondent failed to timely respond, the Director's Office sent him a May 19, 2000, letter which requested a response not later than May 26, 2000. Respondent's response was not received until May 31, 2000.

215. Glen Anderson Matter. On September 21, 2000, the Director's Office forwarded a notice of investigation to respondent. Respondent's response was due within 14 days of the date of the letter, or not later than October 5, 2000. The Director sent a second request for a response to respondent on November 13, 2000. No response has been received.

216. Larry and Shawn Trombley Matter. On July 12, 2000, the Director forwarded a notice of investigation to respondent both by certified and regular mail. Respondent signed for the certified letter but failed to respond. On August 1, 2000, the

Director again requested a response to the notice of investigation and requested a response immediately. No response has been received.

217. John Grandson Matter. The Director's Office forwarded a notice of investigation to respondent by certified and regular mail on August 16, 2000. Respondent's response to the complaint was due within 14 days, or not later than August 30, 2000. No response has been received.

218. Mark Weber Matter. The Director forwarded a notice of investigation regarding the Weber matter on August 18, 2000. Respondent's reply to the notice was due within 14 days of the date of the notice, or not later than September 1, 2000. No response has been received.

219. Jackie Foss Matter. On August 14, 2000, the Director sent a notice of investigation regarding the Foss complaint to respondent. Respondent's response was due within 14 days, or not later than August 28, 2000. No response has been received.

220. Robert Parrott Matter. On August 16, 2000, the Director forwarded a notice of investigation to respondent regarding Parrott's complaint against respondent. Respondent's response to the notice was due within 14 days, or not later than August 30, 2000. No response has been received.

221. Erin Masser Matter. On July 14, 2000, the Director's Office sent a notice of investigation to respondent by certified and regular mail. Respondent's response was due not later than July 28, 2000. Because respondent failed to respond, the Director sent respondent a letter on August 1, 2000, requesting an immediate response. No response has been received.

222. Sarah Gordon Matter. On July 12, 2000, respondent was sent a notice of investigation of a complaint filed by Shelley Lazarus in the Gordon matter. No response has been received.

223. Wold Matter. On July 28, 2000, respondent was sent a notice of investigation of the Wold complaint. Respondent signed the certified receipt card

indicating he received the notice of investigation on August 7, 2000. No response has been received.

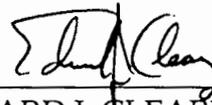
224. Hattie Aronson Matter. On July 12, 2000, respondent was sent a notice of investigation of the Ramona Ranstrom complaint filed in the Aronson matter. No response has been received.

225. Eric Carlson Matter. Only July 3, 2000, respondent was sent a notice of investigation in the Carlson matter. No response has been received.

226. Respondent's failure to respond to numerous complaints filed against him violated Rules 8.1(a)(3) and 8.4(d), MRPC.

WHEREFORE, the Director respectfully prays for an order of this Court disbarring respondent from the practice of law, 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.

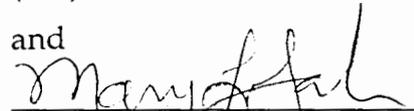
Dated: November 29, 2000.



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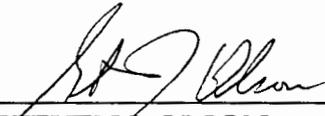


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KENNETH L. JORGENSEN  
FIRST ASSISTANT DIRECTOR  
Attorney No. 159463

This supplementary petition is approved for filing pursuant to Rule 10(e), RLPR,  
by the undersigned.

Dated: December 1, 2000.

  
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STEVEN J. OLSON  
PANEL CHAIR, LAWYERS PROFESSIONAL  
RESPONSIBILITY BOARD